

## **Crown Pastoral Land Tenure Review**

**Lease name : CASTLE DENT**

**Lease number : PO 196**

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

This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

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

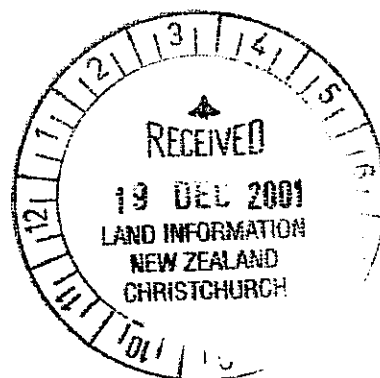
August

05

# PASTORAL LEASE LAND TENURE REVIEW

## DUE DILIGENCE

CASTLE DENT



ABERCROMBIE & ASSOCIATES LIMITED

**DUE DILIGENCE REPORT - CASTLE DENT  
CROWN PASTORAL LAND PRE TENURE REVIEW ASSESSMENT STANDARD 6**

File Ref:	CON / 50272 / 09 / 12494 / A-ZNO	Report No:	Q V V 195	Report Date:	18 December, 2001
Accredited Supplier	ABERCROMBIE & ASSOCIATES LTD	LINZ Case No:		Date sent to LINZ	19/12/2001

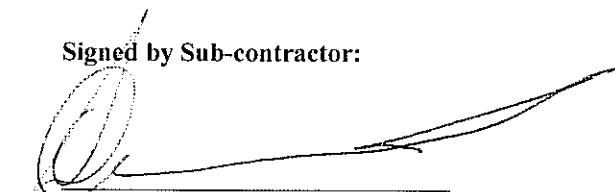
**RECOMMENDATIONS**

- 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 which require action by the Manager, Crown Property Management [*or other party*];

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

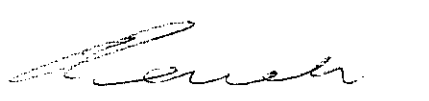
The rental for the next eleven year period was due for review as at 1 July 2000. However, the lessee has exercised rights pursuant to Section 132A(2) of the Land Act 1948 to have the rental values fixed by the Land Valuation Tribunal.

Signed by Sub-contractor:



\_\_\_\_\_  
David J Abercrombie  
Nominated Person for Accredited Supplier


Signed by contractor:



\_\_\_\_\_  
Barry Dench  
Team Leader for Tenure Review  
Quotable Value [Valuations]

Approved / ~~Declined~~

[pursuant to a delegation from the Commissioner of Crown Lands] by:



\_\_\_\_\_  
[ GRANT KASPER WEBLEY ]

Date of decision: 16 / 1 / 02

**1 Details of lease:**

**Lease name:** Castle Dent

**Location:** State Highway 8, approximately 6 km's from Lawrence

**Lessee:** Castle Dent Limited

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

**Term:** 33 years from 1 July 1956. The lease was renewed for a further 33 years as at 1 July 1989.

**Annual rent:** \$2700 up until 30 June 2000 [Note: rental was due for review as at 1 July 2000 and where the CCL has proposed a rental of \$6750 based on a rental value of \$300 000. However, the lessee has exercised rights pursuant to Section 132A(2) of the Land Act 1948 to have the rental values fixed by the Land Valuation Tribunal].

**Rental value:** See comments above in respect of the annual rent.

**Date of next review:** 1 July 2011

**Land registry Folio Ref:** OT386/102 [See copy at appendix 1]

**Legal description:** Part Run 527, situated in Beaumont, Hedgehope, Tuapeka West and Tuapeka East Survey Districts, Run 524A, situated in Beaumont Survey District, Sections 97 and 109, Block III, Tuapeka West Survey District, Sections 3, 6, 7 & 9, Block VIII, Beaumont Survey District, Part Section 16A and Section 18A, Bellamy Settlement, situated in Block III, Tuapeka West Survey District and Section 1 SO 24152.

**Area:** 4172.5348 hectares, by image view title derivation.

## 2 File Search

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

File reference	Volume	First folio number	Date	Last folio number	Date
P 196	I		28/05/1915		03/11/1960
[Previously known as file SGR 1495]					
P 196	II		28/01/1961		09/07/1981
Po 196	III		29/07/1981		28/09/1999
Po 196	IV	1	22/10/1999	32	02/05/2000
Advised by LINZ that no subsequent file exists [cf Po 350 {CON/50213/09/12494/A-ZNO}]					

### Folios relating to uncompleted actions are:

File reference	Volume	Folio number	Date
P 196	III	661	29 March 1999
P 196	III	664	22 September 1999
P 196	IV	4	07 December 1999

## 3 Summary of lease document

### Terms of lease

Lease number:	P 196
Commencement date:	1 July 1956
Renewal instrument number:	854992.1 [See copy at appendix 2]
Lease stock limits:	2640 sheep
Memorandum of Variation	854992.3 [See copy at appendix 3]
Any non-standard conditions	There are no non-standard conditions

**Area adjustments**

By Gazette Notice 356793 the leasehold interest in various areas of Part Section 16A, Bellamy Settlement [1a 2r 33.6p] were taken for road [see SO 12553] - *For details see appendix 4.*

By Gazette Notice 360071 a portion of former road was closed, a new appellation given as annotated on SO 12553 [Section 18A, Bellamy Settlement] and incorporated [Area of 0a 0r 06.8p] - *For details see appendix 4.*

By Certificate of Alteration 411711, Section 109, Block III, Tuapeka West SD was incorporated [area of 32.2 ha - see SO 17662] - *For details see appendix 4.*

By Certificate of Alteration 448347, Section 7, Block VIII, Beaumont SD [26.1022 ha] was incorporated - *For details see appendix 4.*

By Certificate of Alteration 642120, Sections 3, 6 & 9, Block VIII, Beaumont SD [20.7601 ha] were incorporated - *For details see appendix 4.*

By Certificate of Alteration 886760/1, Section 2, SO 24152 [4.2843 ha] was excluded and Section 1, SO 24152 [34.6066ha] incorporated - *For details see appendix 4.*

Sections 1 & 2, SO 24151 [927ha] surrendered by 894949/2 - *For details see appendix 4.*

Area derived by image view title is 4172.5348 ha.

**Registered interests**

SUBSTANTIAL INTEREST	SUMMARY
356793 - Gazette Notice	Taking leasehold estate for road
358053 - Gazette Notice	Taking crown interest for road
360071 - Gazette Notice	Incorporating Section 18A
411711 - Certificate of alteration	Incorporating Section 109
448347 - Certificate of alteration	Incorporating Section 7
642120 - Certificate of alteration	Incorporating Sections 3, 6 & 9
658916 [CT OT9D/161] - Prospecting licence	Expired
854992.1 - Renewal of lease	In accordance with provisions of lease agreement
854992.3 - Variation of lease	Included provisions for transfer of lease to a company

854992/4 - Transfer	To Castle Dent Limited [current lessee] with CCL consent
854992.5 - Transfer	Creating easements in gross to convey water appurtenant to CT OT2C/1162 - <i>For details see appendix 5.</i>
886760/1 - Certificate of alteration	Excludes Section 2 SO 24152 and incorporates Section 1 SO 24152
894949/2 - Surrender	Sections 1 & 2 SO 24151
908503.3 - Mortgage to National Bank of NZ Limited	Personal to lessee

**Unregistered interests**

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

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

None involved.

**5 Summary of Land Status Report**

The land the subject of this report is Crown Land subject to Pastoral Lease P 196 as certified by the Chief Surveyor, Dunedin.

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

**6 Review of topographical and cadastral data**

Telecommunications facilities	Believed to be not applicable
Electricity transmission facilities	Overhead electricity transmission lines exist at the southern portion of the leased land. Continued occupation of the land and ownership of the transmission facilities by the relevant electricity operator(s) would be pursuant to Section 3(5) of the Electricity Operators Act 1987.
Historic places	Believed to be not applicable
Discrepancies between fenced and legal boundaries	Believed to be not applicable.
Formed Roads	The various formed roads and tracks do not in general follow a legal road alignment.
Paper roads	Do exist and rarely have a formed road on the same alignment.
Marginal strips	There are no marginal strips within the lease boundaries.
Other [specify]	Believed to be not applicable

[See copy of cadastral and topographical plans at appendix 6]

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

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

Section 1 SO 24151 - Northern portion of lease

SITUATION	STATUS
North of leased land	Held for Conservation purposes by GN 947470.1



Section 2 SO 24151 - Northern portion of lease

SITUATION	STATUS
North of leased land	Held for Conservation purposes by GN 947470.1

Section 1 SO 24153 - Northern portion of lease

SITUATION	STATUS
North of leased land	Held for conservation purposes by GN 908109.1

Part Section 5, Block XVII, Tuapeka East SD - Northern portion of lease

SITUATION	STATUS
South east of leased land	Stewardship Land pursuant to S62, Conservation Act] - Allocation to DoC.

Sections 1, 2, 3 & 4, SO 24192

SITUATION	STATUS
Between both portions of leased land	Reserve - see CT OT17C/735

Run 815 - Northern portion of lease

SITUATION	STATUS
North west of leased land	Pastoral lease - Reg Vol 338/21

Within southern portion of lease - Section 75, Block III, Tuapeka West SD

SITUATION	STATUS
Middle of southern portion	Crown Land [or Stewardship Land pursuant to S62, Conservation Act] - Allocation to DoC.

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

Your attention is drawn to the following:

The rental for the next eleven year period was due for review as at 1 July 2000. However, the lessee has exercised rights pursuant to Section 132A(2) of the Land Act 1948 to have the rental values fixed by the Land Valuation Tribunal. The matter has still not been resolved - *For details see appendix 7.*

## ATTACHMENTS

- Schedule A land status report [including enclosures]
- Appendix 1 Register volume copy of pastoral lease
- Appendix 2 Memorandum of renewal of lease
- Appendix 3 Memorandum of variation of lease
- Appendix 4 Copies of relevant registered instruments  
Area adjustments
- Appendix 5 Copies of relevant registered instrument  
Transfer creating easement in gross
- Appendix 6 Cadastral and topographical plans of pastoral lease
- Appendix 7 File search summary - copies of relevant supporting folios referenced in this due diligence report [Rent review]

**ABERCROMBIE AND ASSOCIATES LIMITED**

PROPERTY MANAGERS AND CONSULTANTS

P O BOX 5056  
MORAY PLACE  
DUNEDIN

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

C:\DATA\CONSULT\CLIENT\QVNZ\CONTRACT2002\COPY of CS Status Cert Castle DentL.wpd

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

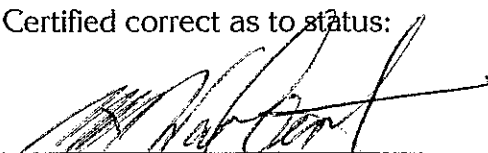
LAND STATUS REPORT	CASTLE DENT	P 196	[LIPS Ref. 12494]
Property	1	of	1

Land District	Otago
Legal Description	Part Run 527, situated in Beaumont, Hedgehope, Tuapeka West and Tuapeka East Survey Districts, Run 524A, Situated in Beaumont Survey District, Sections 97 and 109, Block III, Tuapeka West Survey District, Sections 3, 6, 7 & 9, Block VIII, Beaumont Survey District, Part Section 16A and Section 18A, Bellamy Settlement, situated in Block III, Tuapeka West Survey District and Section 1 SO 24152.
Area	4172.5348 hectares, by image view title.
Status	Crown Land subject to Pastoral Lease P 196
Instrument of Lease	Reg Vol OT386/102 registered in Land Transfer Office but not under Land Transfer Act
Encumbrances	854992.5 - Easement to convey water Title shown to be subject to Pipeline Licence OT9D/161 but this has expired by expiry of Mining Licence 32-1183.
Mineral Ownership	Crown [see comments below]
Statute	Land Act 1948, Crown Pastoral Land Act 1998

Data Correct as at:	7 November 2001
Accredited Supplier certification	As attached

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

Certified correct as to status:



Chief Surveyor

Land Information New Zealand, Dunedin

3 / 12 / 2001

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

Nil comment.

Research Data: Some items may not be applicable

SDI Print obtained	Yes [See attached]
NZMS 261 Ref	G44, H44
Local Authority	Clutha District Council
Crown Acquisition Map	Yes To determine agreement for purchase from Ngai Tahu
Survey Plans	SO's 147, 615, 617, 618, 630, 1788, 1789, 11847, 12576, 17403, 17662, 20381, 24151, 24152. DP 22125. [See evidence attached]
Relevant Gazette Notices	Proclamation 6717 [Gaz 1954 p1874] - Land for road [lessees and lessors interests presumed] 356793 - Land for road [leasehold interest] 358053 - Land for road [Lessors interest] 360071 - Land incorporated in lease [See evidence attached]
CT Reference / Lease Reference	Pastoral Lease P 196, Reg Vol OT386/102 Lease renewed by 854992.1 and varied by 854992.3 NOTE: For history of land see below [See evidence attached]
Legislation Cards	Yes [No cards exist - see evidence attached]
CLR	Yes [See evidence attached]
Allocation Maps [if applicable]	Not applicable
QVNZ Reference	28603/900
Crown Grant Maps	Yes - There are no references for the subject property

Research - continued

If Crown land - Check Irrigation Maps.	Yes There are no references for the subject property.
Mining Maps	Yes There are no references for the subject property.
<p>Other Relevant Information</p> <p>a] Concessions - Advice from DoC</p> <p>b] Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>c] Mineral Ownership</p> <p>d] Other Info</p>	<p>a] Nil <i>[See evidence attached from DoC]</i></p> <p>b] Only on divestment of freehold or a lease of fifty years or greater by LINZ as a Crown Body</p> <p>c] Mines and Minerals are owned by the Crown because either the land has never been alienated from the Crown since its acquisition from Ngai Tahu by way of the Kemp Purchase or was acquired by succession [see further comments below on history of ownership].</p>

**History of ownership:**

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

There is no record of crown grants having been made

**Run 524A**

Originally described as Part Run 524 but description changed on 17 June 1954 [see SO 618]

Selected for lease and hence occupation by National Endowment Licence 1489 issued in 1916 as recorded in register volume OT334 folio 130. The land comprised all of Run 524.

For renewal of the lease, Pastoral Occupation Licence O 5 was issued as recorded in register volume OT338 folio 42. It was surrendered by X16510 and the land subdivided for leasing purposes.

After the above mentioned appellation change, Pastoral Occupation Licence O 32 was issued as recorded in register volume OT338 folio 84.

On renewal, the land was amalgamated with the land in Pastoral Lease P 196 [see below]

### **Section 16A, Bellamy Settlement**

Selected for lease and hence occupation by National Endowment Licence 1494 issued in 1916 as recorded in register volume OT334 folio 135.

On renewal of the lease the land was amalgamated with the land in Pastoral Lease P25 as recorded in register volume OT338 folio 28 [see below].

### **Part Run 527**

Part of the run had land set apart for road comprising 66 acres deducted prior to leasing [see SO's 615 & 618]

Selected for lease and hence occupation by Part National Endowment Licence 1495 issued in 1915 as recorded in register volume OT334 folio 134.

On renewal of the lease the land was amalgamated with the land in Pastoral Lease P25 as recorded in register volume OT338 folio 28.

### **Part Run 527 and Section 16A - Lease P25**

By proclamation 6717 [Gazette 1954 page 1874] part of the land was taken for road [10a 2r 35.9p].

The lease was surrendered by X20968.

### **Section 97, Block III, Tuapeka West SD**

Formerly Crown Land [no appellation or registration] leased by M1677. On surrender of P25 [above referenced], O32 [above referenced] and M1677, P167 was issued incorporating Section 97 [see SO 12576 - new appellation and boundary definition (area of 9a 1r 16p)] as approved by LSB case 5500 of 2 October 1957. [Note: as the land had been shown with no appellation or status reference on the original crown subdivision following purchase from Ngai Tahu the land is considered to have never left Crown ownership. Minerals are therefore considered to remain vested in the Crown.].

### **Balance combined land**

Pastoral lease P196 was granted in 1957 [see above reference] as recorded in register volume OT386 folio 102.

By Gazette Notice 356793 the leasehold interest in various areas of Part Section 16A Bellamy Settlement [1a 2r 33.6p] were taken for road [see SO 12553].

By Gazette Notice 58053 the lessors interest in various areas of Part Section 16A Bellamy Settlement [1a 2r 33.6p] were taken for road [see SO 12553].

By Gazette Notice 360071 a portion of former road was closed, a new appellation given as annotated on SO 12553 [Section 18A, Bellamy Settlement] and incorporated into Lease P 196 [area

of 0a 0r 06.8p] [Note: as the former road had been shown as road on the original crown subdivision following purchase from Ngai Tahu the land had essentially never left Crown ownership. Minerals are therefore considered to remain vested in the Crown.]

By Certificate of Alteration 411711, Section 109, Block III, Tuapeka West SD was incorporated in Lease P196. [Note: Land was originally shown with an appellation of Mining Reserve on the original crown subdivision plans {see SO's 147 and 1789} following purchase from Ngai Tahu. However, the land is not considered to be subject to the Reserves Act 1977 but rather to be a "Map Reserve" and have a status of Crown Land. The current status was created by SO 17662 [area of 32.2 ha]. As the land has essentially never left Crown ownership, minerals are therefore considered to remain vested in the Crown].

By Certificate of Alteration 448347, Section 7, Block VIII, Beaumont SD [26.1022 ha] was incorporated in Lease P196. [Note: Land was originally shown with an appellation of Bush Reserve on the original crown subdivision plans {see SO's 147 and 630} following purchase from Ngai Tahu. However, the land is not considered to be subject to the Reserves Act 1977 but rather to be a "Map Reserve" and have a status of Crown Land. No reference can be found when the current appellation was created but is recorded on SO 17662. As the land has essentially never left Crown ownership, minerals are therefore considered to remain vested in the Crown].

By Certificate of Alteration 642120, Sections 3, 6 & 9, Block VIII, Beaumont SD [20.7601 ha] were incorporated in Lease P196. [Note: Sections 3 & 5 were originally shown with an appellation of Quarry Reserve and Bush Reserve, respectively, on the original crown subdivision plans {see SO 630} following purchase from Ngai Tahu. However, the land is not considered to be subject to the Reserves Act 1977 but rather to be a "Map Reserve" and have a status of Crown Land. The appellation is recorded on SO 630. Section 9 was originally shown as road on the crown subdivision plans. While the road eventually became vested in Tuapeka County Council the land concerned was declared Crown Land by Gazette 1983 page 1075. A new appellation given as recorded on SO 20381. As the land comprising Sections 3 & 6 never left Crown ownership, minerals are therefore considered to remain vested in the Crown. For Section 9, there was no statutory restriction with the declaration of the land to become Crown Land and accordingly, by virtue of succession, minerals are considered to be vested in Crown ownership].

By 854992.1 the lease was renewed and further by 854992.3 the lease terms varied.

Transfer of grant of right to convey water by 854992/5 [see DP 22125, marked F-G-H-I-J].

By New Appellation 875764, part of the land was described as Part Sections 1 and 2, SO 24151.

By Certificate of Alteration 886760/1, Section 2, SO 24152 [4.2843 ha] was excluded and Section 1, SO 24152 [34.6066ha] incorporated in Lease P196.

Sections 1 & 2, SO 24151 [927ha] surrendered by 894949/2.

Area by image view title is 4172.5348 ha [the correct balance title area calculation and not 5079.5348 shown on the current computer interest titles].

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





# COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



R. W. Muir  
Registrar-General  
of Land

Search Copy

**Identifier** OT386/102  
**Land Registration District** Otago  
**Date Registered** 21 May 1959 09:45 am

## Part-Cancelled

**Prior References**  
OT338/28 OT338/84

<b>Type</b>	Lease under s83 Land Act 1948	<b>Term</b>	Thirty three years commencing on the first day of July 1956 and renewed for a further period of 33 years commencing on the 1.7.1989
<b>Area</b>	5079.4495 hectares more or less		

**Legal Description** Part Section 16A Bellamy Settlement, Run 524A, Run 527, Section 97 Block III Tuapeka West Survey District, Section 18A Bellamy Settlement, Section 109 Block III Tuapeka West Survey District, Section 7, Section 3, Section 6 and Section 9 Block VIII Beaumont Survey District and Section I Survey Office Plan 24152

**Proprietors**  
Castle Dent Limited

### Interests

356793 Gazette Notice taking the leasehold estate in the part Section 16A Bellamy Section hatched black on the plan herein (1 acre 2 roods 33.6 perches) for the purposes of a road from and after the 22nd day of June 1970 - 1.7.1970 at 11.25 am

360071 Gazette Notice incorporating in the within lease Section 18A Bellamy Settlement- 4.9.1970 at 10.05 am

Prospecting Licence embodied in Register OT9D/161- 7.7.1986 at 9.26 am

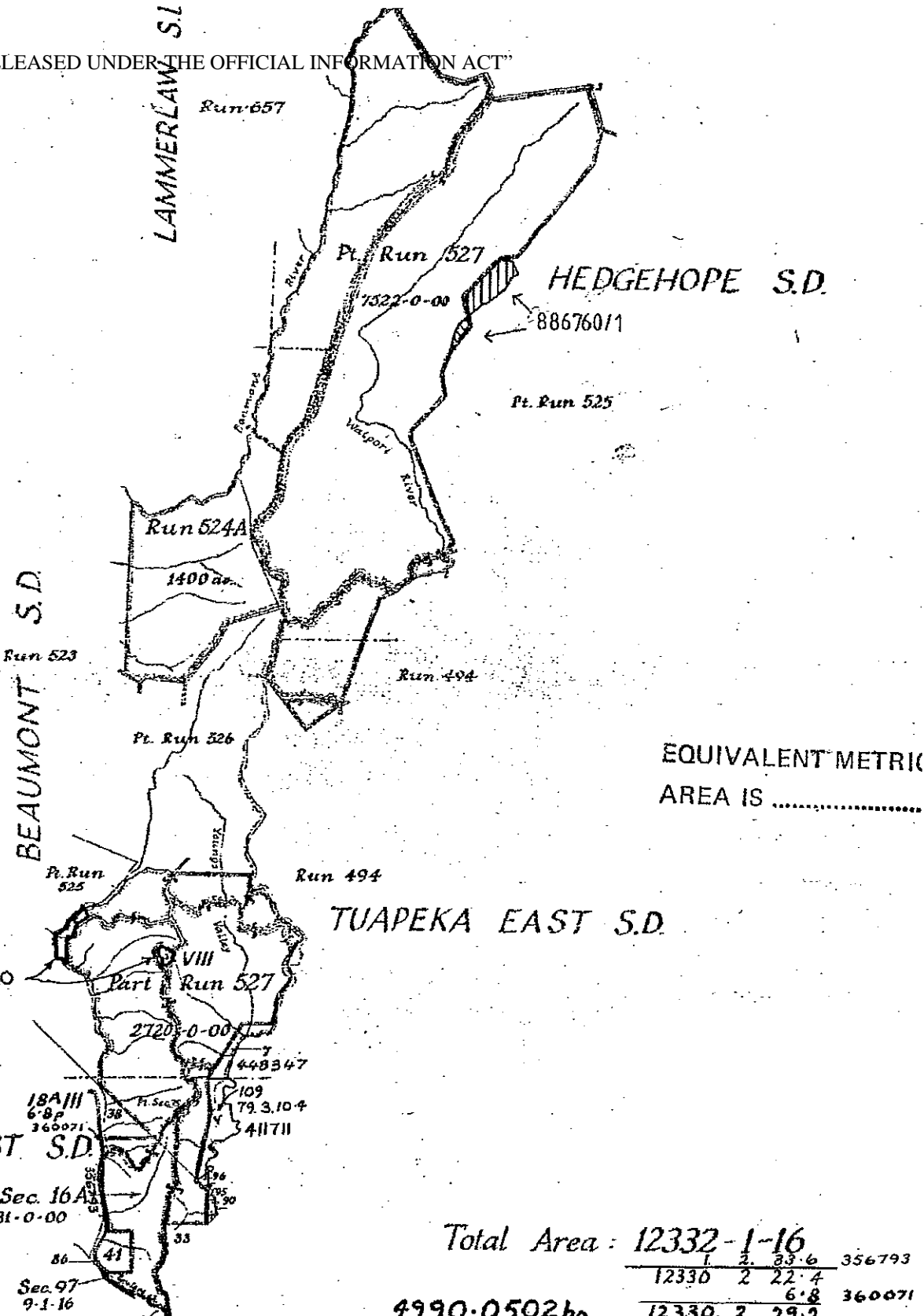
854992.1 Renewal of lease for a further period of 33 years commencing on the 1.7.1989 and fixing (for the first 11 years) the annual rental at \$2,700.00 calculated on a rental value of \$180.000.00 - 6.5.1994 at 10.02 am

854992.3 Variation of within lease - 6.5.1994 at 10.02 am

854992.5 Transfer creating the following easements - 6.5.1994 at 10.02 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Convey water	Run 524A and Run 527 - herein	F-G-H-I-J DP 22125	Part Section 51 Block VIII Waipori Survey District - CT OT2C/1162	

908503.3 Mortgage to The National Bank of New Zealand Limited - 23.5.1996 at 2.40 pm



EQUIVALENT METRIC  
AREA IS .....

Total Area: 12332-1-16

12330	2	22.4	356793
		6.8	360071
12330.2	29.2		

4990.0502 ha  
 32.3000 ha  
 5022.3502 ha  
 + 26.1022 ha 448347  
 5048.4524 ha  
 + 20.7601 ha 642120  
 5069.2125 ha  
 + 2843 ha 886760/1  
 5071.0568 ha  
 + 34.6066 ha 886760/1  
 5099.6634 ha

Scale: 80 chains to an inch.

WEST S.D.  
 Pt. Sec. 16A  
 681-0-00  
 Sec. 97  
 9-1-16



# COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



R.W. Muir  
Registrar-General  
of Land

Historical Search Copy

**Identifier** OT386/102  
**Land Registration District** Otago  
**Date Registered** 21 May 1959 09:45 am

**Part-Cancelled**

**Prior References**

OT338/28 OT338/84

<b>Type</b>	Lease under s83 Land Act 1948		
<b>Area</b>	5079.4495 hectares more or less	<b>Term</b>	Thirty three years commencing on the first day of July 1956 and renewed for a further period of 33 years commencing on the 1.7.1989

**Legal Description** Part Section 16A Bellamy Settlement, Run 524A, Run 527, Section 97 Block III Tuapeka West Survey District, Section 18A Bellamy Settlement, Section 109 Block III Tuapeka West Survey District, Section 7, Section 3, Section 6 and Section 9 Block VIII Beaumont Survey District and Section 1 Survey Office Plan 24152

**Original Proprietors**

Castle Dent Limited

**Interests**

356793 Gazette Notice taking the leasehold estate in the part Section 16A Bellamy Section hatched black on the plan herein (1 acre 2 roods 33.6 perches) for the purposes of a road from and after the 22nd day of June 1970 - 1.7.1970 at 11.25 am

360071 Gazette Notice incorporating in the within lease Section 18A Bellamy Settlement- 4.9.1970 at 10.05 am

Prospecting Licence embodied in Register OT9D/161- 7.7.1986 at 9.26 am

854992.1 Renewal of lease for a further period of 33 years commencing on the 1.7.1989 and fixing (for the first 11 years) the annual rental at \$2,700.00 calculated on a rental value of \$180,000.00 - 6.5.1994 at 10.02 am

854992.3 Variation of within lease - 6.5.1994 at 10.02 am

854992.5 Transfer creating the following easements - 6.5.1994 at 10.02 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Convey water	Run 524A and Run 527 - herein	F-G-H-I-J DP 22125	Part Section 51 Block VIII Waipori Survey District - CT OT2C/1162	

908503.3 Mortgage to The National Bank of New Zealand Limited - 23.5.1996 at 2.40 pm

11 12 1998

of the Commissioner... and between... the terms and conditions herein expressed... this licence to be forfeit, and that...

found as a Recipient of (or in Exchange for) Lease Former References registered in Vol. 338 fol. 28 338 fol. 84

NEW ZEALAND

OTAGO

LAND DISTRICT

Registered in the LAND REGISTRY OFFICE but not under the LAND TRANSFER ACT. LAND & DEEDS. Volume C Lease of the Register-book, Vol. 386 fol. 102. Date 21 MAY 1957. Time 9.45. Date of May 21st 1957. 10 o'clock. Land Registrar.

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P.196

This Deed, made the 21st day of July, one thousand nine hundred and fifty-six between HIS-MAJESTY THE KING with his heirs and successors, is hereinafter referred to as "the Lessor", of the one part, and ARCHIBALD CHARLES WITNESSETH of the other part, in the Dominion of New Zealand, (also with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All that piece or parcels of land containing by admeasurement 100 acres, 1 rood and 332 perches, a little more or less, situated in the Land District of Otago and being Part Section 104 Sedgely Settlement situated in Block III Thurston Survey District, Run 5748 Beaumont Survey District, Run 567 Beaumont, Hedgeshope, Turpeka East and Turpeka East Survey Districts, Section 97, Block III Thurston 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, one thousand nine hundred and fifty-six, together with the period between the date of this lease and the aforesaid first day of

Diagram on Separate Sheet

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 seventy pounds (£ 170:-) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£ ) by a deposit of (£ ) (the receipt of which sum is hereby acknowledged) and thereafter ( ) half-yearly instalments of shillings pence (£ : : ) on the 1st day of January and the 1st day of July in each year in the same manner as rent.

- AND the Lessee doth hereby covenant with the Lessor as follows, that is to say: - 1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term. 2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land. 3. THAT the Lessee will hold and use the said land for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State. 4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste. 5. THAT the Lessee will throughout the term of this lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1908-1950. 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 Rabbits Act, 1928-1955. 7. THAT the Lessee will clear and clear from weeds and brushwood all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease, and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein. 8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them. 9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance policy 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 forty-first day of the month in which any such premium becomes payable, the receipt for that premium. 10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, 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, 1916, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary. 12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock. 13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

- AND it is hereby agreed and declared by and between the Lessor and the Lessee: - (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil. (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1918) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 40 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building - dwellinghouse: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise. (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (f) of the Land Act, 1918, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions auxiliary or in relation thereto.

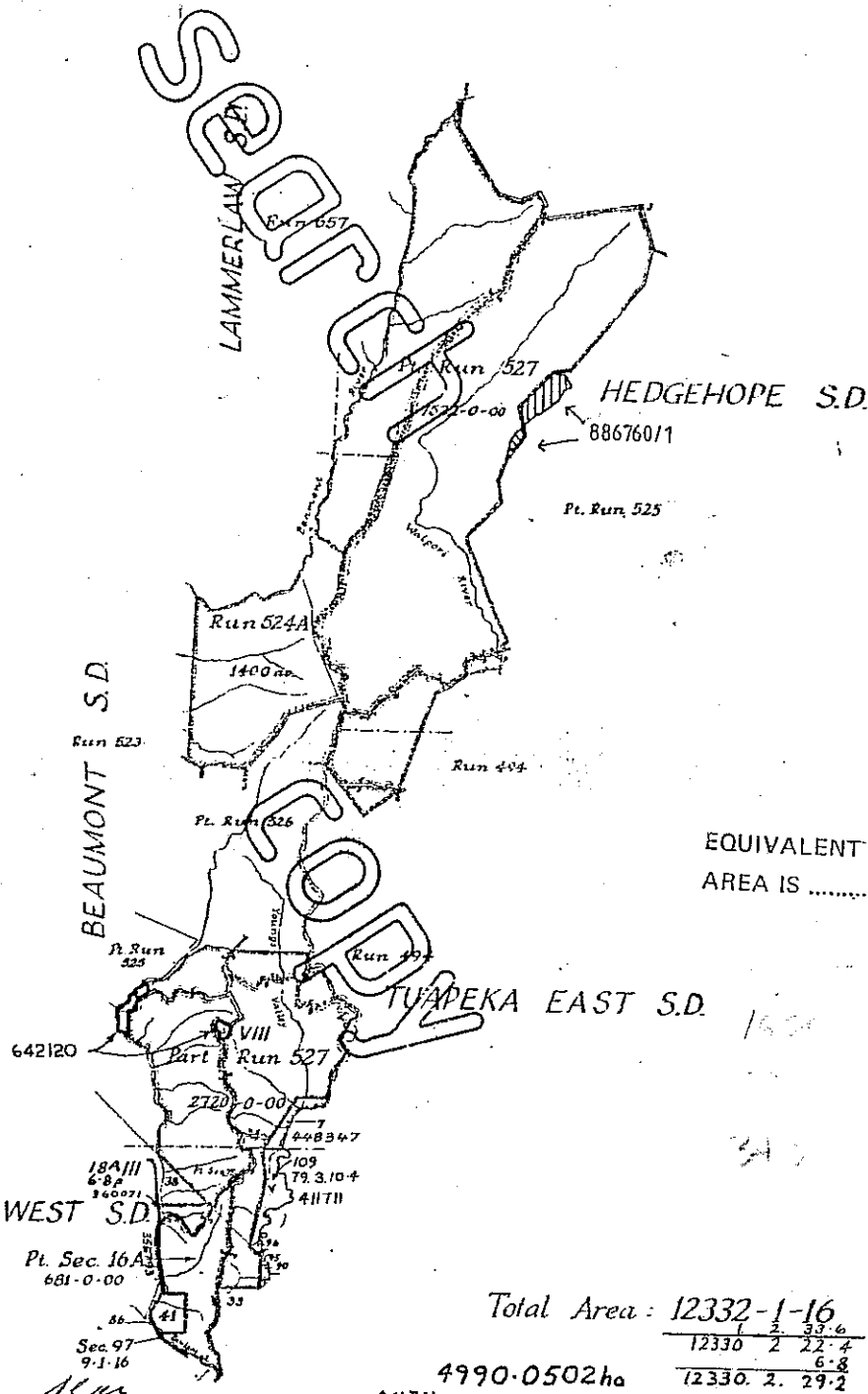
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licens  
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to set my land in  
Licensee.  
Licensee.  
overstocked so long as  
the term of this Licence  
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to do. Any permission  
particularly in the event  
able hereunder.  
Licensee.

11-12-1998

III Tuapeka West S.D. & Beaumont, Hedgehope, & Tuapeka East Survey Districts.

386/102

at clovers and grasses to  
 need between the land  
 and conditions herein  
 payment of rent water  
 to be forfeit, and that  
 rules applicable to each  
 hereunto set out  
 Town Lands  
 Lessee  
 so long as  
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 tics in writing  
 so to do. Any  
 and particularly  
 rent payable



EQUIVALENT METRIC  
 AREA IS .....

Total Area: 12332-1-16

12330	1	33-6	356793
12330	2	22-4	360071
12330	2	29-2	

4990-0502 ha  
 32-3000 ha  
 5022-3502 ha  
 + 26-1022 ha  
 5048-4524 ha

Scale: 80 chains to an inch.

20-7601 ha 642120  
 5069-2125 ha  
 4-2843 ha 886760/1  
 5064-9282 ha  
 + 34-6066 ha 886760/1  
 5099-5348 ha  
 - 927  
 894449/2  
 4172-5348

C.L. 386/102

386/102

- (d) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
  - (e) 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 food 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) Surface 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 clover and grasses to the satisfaction of the Commissioner.
- (f) THAT the Lessee shall... and for the purpose of this clause...  
 See below
- (g) THAT if the Lessee shall leave New Zealand or... 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... or other payments due to the Lessee... subject to the provisions of section 116 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 becoming due or for any prior breach of any covenant or condition of the lease.
- (h) THAT these presents are intended to take effect as if they had been made under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE  
IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

N11

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

On behalf of the Lessor, both herunto set his

Deputy  
Signed by the said Commissioner, on behalf of the Lessor, in the presence of—  
Witness: [Signature]  
Occupation: Clarks, Van So, Survey Dept  
Address: Prunedown

[Signature]  
Deputy Commissioner of Crown Lands.

Signed by the above named as Lessee, in the presence of—  
Witness: [Signature]  
Occupation: Postmaster  
Address: Lawrence

[Signature]  
Lessee.

(2) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 7640 (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.

By, Commissioner of Crown Lands.

[Signature]  
Lessee.

238614 Transfer from [Signature] Charles Macdonald to [Signature] Margaret Macdonald his wife. Produced 5.10.1961 at 10.45 am.

300124 ~~MA DISCHARGED~~ Corporation of [Signature] 23.11.1968 - 14.11.1968 at 2.50 pm.

358053 Gazette Notice declaring the part Sections 16A Bellamy Settlement hatched black on the plan herein (1 acre 2 roods 33.6 perches) to be set apart for road from and after the 20th day of July 1970 - 27.7.1970 at 11.34 am.

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952.  
[Signature] A.L.R.

[Signature]  
A.L.R.

354922 Compensation Certificate pursuant to Section 176 of the Public Works Amendment Act 1948 - 13.01.1970 at 2.00pm

360071 Gazette Notice incorporating in the within lease Section 18A Bellamy Settlement - 4.9.1970 at 10.5 am

[Signature]  
A.L.R.

[Signature]  
A.L.R.

356793 Gazette Notice taking the leasehold estate in the part Section 16A Bellamy Settlement hatched black on the plan herein (1 Acre 2 roods 33.6 perches) for the purposes of a road from and after the 22nd day of June 1970. Produced 7.7.1970 at 11.25 am.

CONTD WITHIN

[Signature]  
A.L.R.

(over)

4.12.1998

44177 RELEASED UNDER THE OFFICIAL INFORMATION ACT

incorporating Section 109 Block III Tuarua West Survey District (32.3 hectares) shown edged, black on the plan hereon in the within lease - 10.10.1973 at 10.29 am

*[Signature]*  
A.L.R.

854992/1 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1.7.1989 and fixing (for the first 11 years) the annual rental at \$2,700.00 calculated on a rental value of \$180,000.00 - 6.5.1994 at 10.02am

*[Signature]*  
A.L.R.

448347 Certificate of Alteration incorporating in the within lease Section 7 Block VIII Beaumont Survey District (26.1022 Hectares) - 15.10.1975 at 11.04 am

*[Signature]*  
A.L.R.

854992/2 Transfer of the 3/5th share of Archibald Charles Macdonald to Margaret Muriel Macdonald of Bowlers Creek, Married Woman - 6.5.1994 at 10.02am

*[Signature]*  
A.L.R.

517181 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 7.6.1979 at 10.17 am

DISCHARGED  
*[Signature]*

A.L.R.

854992/3 Variation of within lease - 6.5.1994 at 10.02am

*[Signature]*  
A.L.R.

556658/1 Certificate vesting Mortgage 300124 in the Rural Banking and Finance Corporation of New Zealand - 25.6.1981 at 1.38 pm

*[Signature]*  
A.L.R.

854992/4 Transfer to Castle Dent Limited at Dunedin - 6.5.1994 at 10.02am

*[Signature]*  
A.L.R.

556658/2 Variation of Mortgage 300124 - 25.6.1981 at 1.38 pm

*[Signature]*  
A.L.R.

854992/5 Transfer being a grant of a right to convey water over parts Runs 524A and 527 herein marked F-G-H-I-J on DP 22125 appurtenant to Part Section 51 Block VIII Waipori Survey District (CT 2C/1162) - 6.5.1994 at 10.02am

*[Signature]*  
A.L.R.

615525 Variation of Mortgage 300124 - 29.5.1984 at 10.51 am

*[Signature]*  
A.L.R.

DISCHARGED  
*[Signature]*

620097 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 15.8.1984 at 10.57am

Part of the within land is now known as Section 2 SO Plan 24152 (4.2843 ha) - 14.2.1995 at 10.43am  
See New Appellation 875763

*[Signature]*  
A.L.R.

642120 Certificate of Alteration incorporating in the within lease Sections 3, 6 and 9 Block VIII Beaumont Survey District (20.7601ha) shown outlined with bold black lines on diagram hereon and increasing the annual rent to \$350 - 5.9.1985 at 11.08 am

*[Signature]*  
A.L.R.

Parts of the within land are now known as Sections 1 (450 ha) and 2 (477 ha) SO Plan 24151 - 14.2.1995 at 10.44am  
See New Appellation 875764

*[Signature]*  
A.L.R.

658916 Prospecting Licence under the Mining Act 1971 affecting part of the within land and being part of the bed of the Beaumont River in favour of Mark Fuller Hesson and Paul William Hesson for a term of one year commencing on 30th June 1986 - 7.7.1986 at 9.26 am. See Volume 9D Folio 161

*[Signature]*  
A.L.R.

*[Signature]*  
A.L.R.

14949/2 Surrender of the within Lease as  
Sections 1 and 2 SO 24151 (927  
hectares) - 7.11.1995 at 9.09am

*Jumavett*

A.L.R.

908503/3 Mortgage to The National Bank  
of New Zealand Limited 23.5 1996 at  
2.40 pm

*Jumavett*  
A.L.R.

copy



CDE_S15 - Request Manual Copy		X	
Document Type	Instrument	Request Id	16102
Reference Number	854992.1 <i>RCL</i>	User Id	dabercrombiedu
Land District	Otago	Request Date	28/08/2001
Method of Delivery	Post	Client Reference	dabercrombiedu
<input type="checkbox"/> Certified Copy		Status	Pending
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Street	P.O. Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees...	OK	Cancel	

MEMORANDUM OF RENEWAL AND VARIATION REGISTER  
OF PASTORAL LEASE

IN THE MATTER OF THE LAND ACT 1948

AND

IN THE MATTER OF PASTORAL LEASE NO P 196  
REGISTERED AS REGISTER VOLUME  
386 FOLIO 102 OTAGO DISTRICT  
LAND REGISTRY FROM HER MAJESTY  
THE QUEEN TO ARCHIBALD CHARLES  
MACDONALD OF LAWRENCE FARMER  
( 3/5 SHARE ) AND MARGARET  
MURIEL MACDONALD HIS WIFE ( 2/5  
SHARE )

PURSUANT TO SECTION 170 OF THE LAND ACT 1948 THE TERM OF THE ABOVEMENTIONED  
LEASE REGISTERED IN VOLUME 386 FOLIO 102 OTAGO LAND REGISTRY IS RENEWED FOR  
A TERM OF 33 YEARS COMMENCING ON THE 1ST DAY OF JULY 1989. THE COVENANT TO  
PAY RENT AND THE RENTAL VALUE CONTAINED IN THE LEASE IS HEREBY VARIED BY  
DELETING THE SAID COVENANT AND SUBSTITUTING THE FOLLOWING:

YIELDING AND PAYING THEREFOR FOR THE FIRST 11 YEARS OF THE SAID TERM  
UNTO THE LAND CORPORATION LIMITED AT DUNEDIN THE ANNUAL RENT OF  
\$2,700.00 CALCULATED ON A RENTAL VALUE OF \$180,000.00 PAYABLE WITHOUT  
DEMAND BY EQUAL HALF YEARLY PAYMENTS IN ADVANCE ON THE FIRST DAY OF  
JANUARY AND THE FIRST DAY OF JULY IN EACH AND EVERY YEAR DURING THE  
SAID PERIOD OF 11 YEARS AND FOR THE NEXT TWO SUCCESSIVE PERIODS OF 11  
YEARS OF THE SAID TERM A RENT DETERMINED IN RESPECT OF EACH OF THOSE  
PERIODS IN THE MANNER PROVIDED IN SECTION 132A OF THE LAND ACT 1948.

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

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SUBSCRIBED THEIR NAMES THIS

~~15th~~ DAY OF ~~March~~ 1988  
18th April 1994

"RELEASED FOR THE PUBLIC INFORMATION ACT"  
~~SIGNED BY THE LESSEE~~  
THE QUEEN PURSUANT TO A DEED LODGED WITH  
THE DISTRICT LAND REGISTRAR AS NO 748441  
BY LAND CORPORATION LIMITED BY ITS  
ATTORNEY SUSAN JANE BUNTING  
IN THE PRESENCE OF:

LAND CORPORATION LIMITED  
BY ITS ATTORNEY  
**REGISTER**

WITNESS: *M. M. [Signature]*  
OCCUPATION: Property Office, Landcorp  
ADDRESS: Dunedin

*[Signature]*  
\_\_\_\_\_  
REGISTER

~~SIGNED BY THE LESSEE~~  
~~ARCHIBALD CHARLES MACDONALD~~  
ARCHIBALD CHARLES MACDONALD  
IN THE PRESENCE OF:

*A. C. Macdonald*  
\_\_\_\_\_  
LESSEE

WITNESS: *R. M. Murray*  
OCCUPATION: *Banker*  
ADDRESS: Dunedin

~~SIGNED BY THE LESSEE~~  
~~MARGARET MURIEL MACDONALD~~  
MARGARET MURIEL MACDONALD  
IN THE PRESENCE OF:

*M. M. Macdonald*  
\_\_\_\_\_  
LESSEE

WITNESS: *R. M. Murray*  
OCCUPATION: *Banker*  
ADDRESS: Dunedin

SIGNED for and on behalf of HER MAJESTY THE  
QUEEN by the Commissioner of Crown Lands in  
the presence of:

Witness: *Bullen*  
Occupation: Patrol Administration Officer  
Department of Survey and Land Information  
Address: Wellington

*[Signature]*  
\_\_\_\_\_  
Commissioner of Crown Lands

# REGISTER

## MEMORANDUM OF RENEWAL OF PASTORAL LEASE

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

HER MAJESTY THE QUEEN	LESSOR
A C MACDONALD	
M M MACDONALD	LESSEE

\_\_\_\_\_  
DISTRICT/ASSISTANT LAND REGISTRAR OF OTAGO

\_\_\_\_\_  
LAND CORPORATION LIMITED  
DUNEDIN



10.02 06.MAY94 854992/  
 PARTICULARS ENTERED IN REGISTER  
 AND REGISTERED AT OTAGO  
 20/5/92

|||||  
MWP\_0011941

654992.3 VL

**MEMORANDUM OF VARIATION OF LEASE**

IN THE MATTER of the Land Act 1948

AND

IN THE MATTER of Lease No P196  
Volume/<sup>386</sup>~~388~~ folio 102 Otago Registry  
from Her Majesty the Queen to  
**M A R G A R E T M U R I E L  
MACDONALD**

The covenants conditions and restrictions contained or implied in the above-mentioned lease registered in Volume/<sup>386</sup>~~388~~ folio 102 Otago Land Registry, are hereby varied as follows:

1. That should the Lessee with the consent of Her Majesty the Queen transfer, sublet or otherwise dispose of his interest in the land affected by the said lease or any part thereof to a company incorporated under the Companies Act 1955, then the following provisions shall apply.

- (a) The provisions of Section 89 of the Land Act 1948, shall apply to all such transfers and other dispositions of shares in such a 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 Commissioner of Crown Lands.
- (b) The provisions of the Land Act 1948, with regard to the residence shall continue to be applicable to the said lease notwithstanding the transfer or other disposition to such company 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 that purpose by the Commissioner of Crown Lands.
- (c) A breach by the company or by any shareholder of all or any of the provisions of subclauses (a) and (b) hereof shall be deemed to be in breach of the covenants conditions and restrictions contained in the said lease entitling the lessor to exercise all or any of the powers conferred upon her by the said lease in such circumstances.

2. Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the Memorandum of Lease shall remain in full force.

IN WITNESS WHEREOF the parties have hereunto subscribed their names this 20 day of December 1953.

SIGNED by the Commissioner of Crown Lands for and on behalf of HER MAJESTY THE QUEEN in the presence of:

*[Handwritten signature]*

Witness: *Gullen*  
Occupation: *Pastoral Administration Officer*  
*Department of Survey and Land Information*  
Address: *Wellington*

Signed by the said **MURIEL MARGARET MURIEL MACDONALD** as Lessee in the presence of:

*[Handwritten initials]*  
*att. att. electional...*

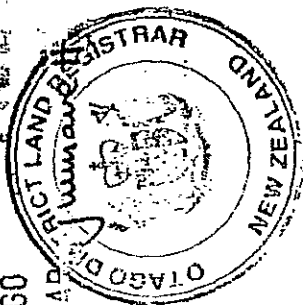
Witness: *R. Murray*  
Occupation: *Farmer*  
Address: *Dunedin*

FILE COPY

10.02 06.MAY94 854992.3

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY OTAGO  
ASST. LAND REGISTRAR

386/102



CDE_S15 - Request Manual Copy		X	
Document Type:	Instrument	Request Id:	16100
Reference Number:	356793 <i>CN</i>	User Id:	dabercrombiedu
Land District:	Otago	Request Date:	28/08/2001
Method of Delivery:	Post	Client Reference:	dabercrombiedu
<input type="checkbox"/> Certified Copy		Status:	Pending
Delivery Details:			
Firm:	Abercrombie & Assoc. Ltd		
Street:	P O Box 5056		
Town:	Dunedin		
Country:	New Zealand		
Postcode:	9001		
Fax Number:	03 471 9455		
Fees:		OK	Cancel



P. W. 175

P. W. 72/8/17/0/0

Ministry of Works,  
P. O. Box 451,  
DUNEDIN.

- 1 JUN 1970

The District Land Registrar,  
~~INVERCARGILL~~/DUNEDIN.

I enclose, for deposit in your office, copy of a Gazette Notice, together with a copy of the plan referred to therein.

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

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

J. F. Henderson  
District Commissioner of Works

Per: *J. F. Henderson*

Encl.:	Copy of <u>Gazette Notice</u>	<u>WITH S.N</u>
	Copy of plan SM.O.W. 4869 (S.O. 12554)	253313
	" LC13 (S.O. 12553)	253309

Extract from N.Z. Gazette, 18 June 1970, No. 35, page 1664

Declaring Land Taken for Road in Block I, Tuapeka East Survey District, and Block III, Tuapeka West Survey District, and Leasehold Estate in Land Taken for the Purposes of a Road in Block III, Tuapeka West Survey District

PURSUANT to section 32 of the Public Works Act 1928, the Minister of Works hereby declares that, a sufficient agreement to that effect having been entered into, the land described in the First Schedule hereto is hereby taken for road; and the land described in the Second Schedule hereto, held by Colin Douglas Heads and Brian Arthur Henry Heads, of Beaumont, farmers, under and by virtue of deferred payment licence D.P.F. 73 recorded in certificate of title, Volume 377, folio 172, Otago Land Registry, is hereby taken for road; and the leasehold estate in the land described in the Third Schedule hereto held from Her Majesty the Queen by Archibald Charles Macdonald, of Roaders Creek, farmer, as to a three-fifths share and Margaret Muriel Macdonald, his wife, as to a two-fifths share, as tenants in common, in the said shares, under and by virtue of pastoral lease P. 196, recorded in register book Volume 386, folio 102, Otago Land Registry, is hereby taken for the purposes of a road; and that this declaration shall take effect from and after the 22nd day of June 1970.

FIRST SCHEDULE  
OTAGO LAND DISTRICT

ALL those pieces of land situated in Otago R.D., described as follows:

A. R. P.	Being
12/157 0 0 18.7	Part Section 11, Block I, Tuapeka East Survey District; coloured blue on plan M.O.W. 4869 (S.O. 12554).
16/208 0 0 11.9	Part Section 12, Block I, Tuapeka East Survey District; coloured grey on plan M.O.W. 4869 (S.O. 12554).
9/56- 0 0 8.3	Part Closed Road, Block I, Tuapeka East Survey District; coloured orange on plan M.O.W. 4869 (S.O. 12554).
100/109-0 2 8.6	Part Section 38, Block III, Tuapeka West Survey District; coloured orange on plan M.O.W. 6613 (S.O. 12553).
151/236- 0 0 12.1	Part Section 35, Block III, Tuapeka West Survey District; coloured orange on plan M.O.W. 6613 (S.O. 12553).
151/236-0 1 37.8	Part Section 36, Block III, Tuapeka West Survey District; coloured orange on plan M.O.W. 6613 (S.O. 12553).
60/60-0 0 3.1	Part Section 41, Block III, Tuapeka West Survey District; coloured grey on plan M.O.W. 6613 (S.O. 12553).

Handwritten notes and calculations:

- 13 | 167
- 16 | 258
- 30 | 220
- 46 | 288
- 60 | 600
- 72 | 200
- 148 | 101
- 239 | 133
- 288 | 131
- 318 | 152
- 377 | 172
- 386 | 47
- 386 | 102

Other handwritten notes: "M 12554", "M 12553", "Road", "M 30024", "M 25331", "M 25330", "M 25332", "M 25333", "M 25334", "M 25335", "M 25336", "M 25337", "M 25338", "M 25339", "M 25340", "M 25341", "M 25342", "M 25343", "M 25344", "M 25345", "M 25346", "M 25347", "M 25348", "M 25349", "M 25350", "M 25351", "M 25352", "M 25353", "M 25354", "M 25355", "M 25356", "M 25357", "M 25358", "M 25359", "M 25360", "M 25361", "M 25362", "M 25363", "M 25364", "M 25365", "M 25366", "M 25367", "M 25368", "M 25369", "M 25370", "M 25371", "M 25372", "M 25373", "M 25374", "M 25375", "M 25376", "M 25377", "M 25378", "M 25379", "M 25380", "M 25381", "M 25382", "M 25383", "M 25384", "M 25385", "M 25386", "M 25387", "M 25388", "M 25389", "M 25390", "M 25391", "M 25392", "M 25393", "M 25394", "M 25395", "M 25396", "M 25397", "M 25398", "M 25399", "M 25400".

SECOND SCHEDULE  
OTAGO LAND DISTRICT

ALL those pieces of land situated in Block III, Tuapeka West Survey District, Otago R.D., described as follows:

A. R. P.	Being
0 0 27.4	Part Section 10A, Bellamy Settlement; coloured blue on plan M.O.W. 6613 (S.O. 12553).
0 3 18.5	Part Section 10A, Bellamy Settlement; coloured blue on plan M.O.W. 6613 (S.O. 12553).

THIRD SCHEDULE  
OTAGO LAND DISTRICT

ALL those pieces of land situated in Block III, Tuapeka West Survey District, Otago R.D., described as follows:

A. R. P.	Being
0 2 36.71	Part Section 16A, Bellamy Settlement; coloured blue on plan M.O.W. 6613 (S.O. 12553).
0 1 16.7	Part Section 16A, Bellamy Settlement; coloured blue on plan M.O.W. 6613 (S.O. 12553).
0 1 16.2	Part Section 16A, Bellamy Settlement; coloured blue on plan M.O.W. 6613 (S.O. 12553).
0 0 6.9	Part Section 16A, Bellamy Settlement; coloured blue on plan M.O.W. 6613 (S.O. 12553).
0 0 37.1	Part Section 16A, Bellamy Settlement; coloured blue on plan M.O.W. 6613 (S.O. 12553).

As the same are more particularly delineated on the plans deposited in the office of the Minister of Works at Wellington, and thereon marked and coloured as above-mentioned.

Dated at Wellington this 29th day of May 1970.

PERCY B. ALLEN, Minister of Works.

(P.W. 72/8/17/0; D.O. 72/8/17/0/0)

A. R. SHERRIN, Government Printer, Wellington, New Zealand

Handwritten notes:

- Road
- Road
- SO Plan 12554 with 253313
- SO Plan 12553 253309

359793

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"



MWP\_0011947

1125  
SCHEDULED



Schedule

13/167, 16/258 m 128597  
60/60, 148/109, 151/236  
386/102 m 300124  
92/56  
377/172 m 234096  
a 234097

LAND & DEEDS	
Nature:	G/N
Form:	MOW.
= 11 JUL 1970	
Vol.:	11.25
Page:	3
Abstract No.	3.

CDE_S15 - Request Manual Copy			
Document Type	Instrument	Request Id	16101
Reference Number	380071 <i>AN</i>	User Id	dabercrombiedu
Land District	Otago	Request Date	28/08/2001
Method of Delivery	Post	Client Reference	dabercrombiedu
<input type="checkbox"/> Certified Copy		Status	Pending
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Street	P O Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees		OK	Cancel

P. W. 72/5/15/0/0

Ministry of Works,  
P. O. Box 451,  
DUNEDIN.

10/10/70

The District Land Registrar,  
INVERCARGILL/DUNEDIN.

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

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

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

J. F. Henderson  
District Commissioner of Works

Per: *J. Henderson*

Encl.: Copy of Sanctuary  
Copy of plan M.O.W. 6613 (S.O. 12553)  
with S.O. 253307.

The Chief Surveyor,  
DUNEDIN.

The Proclamation in N.Z. Gazette of 29/8/79 (S.O. 12553...) closes road or street, and grants same to adjoining owners.

Would you please supply me with the new appellation for the parcels so affected in the schedule following:

C.C. Kennelly  
District Land Registrar,  
per D.S.C. Mountain

Area	Adjoining C.T.	New Appellation
0.0.07	148/109	Section 102 Block III Tuapeka West S.D.
0.0.069	386/102	Section 18A Bellamy Settlement situated in Block III Tuapeka West S.D.

To District Land Registrar

Descriptions are as above.

R.C. Petre  
Chief Surveyor

per Blair

Extract from *N.Z. Gazette*, 20 August 1970, No. 50, page 1475

*Road Closed and Vested and Road Closed and Incorporated  
in an Adjoining Crown Lease in Block III, Tuapeka West  
Survey District*

PURSUANT to section 29 of the Public Works Amendment Act 1948, the Minister of Works hereby proclaims as closed the road described in the Schedule hereto and declares that the road first described in the said Schedule shall when so closed vest in Archibald Charles Macdonald, of Howlers Creek, in fee, as to a three-fifth share, and Margaret Muriel Macdonald, his wife, as to a two-fifth share, subject to memorandum of mortgage No. 300124, Otago Land Registry; also declares that the road secondly described in the said Schedule shall, when so closed, be incorporated in pastoral lease P. 126, held from Her Majesty the Queen by Archibald Charles Macdonald aforesaid, as to a three-fifth share, and Margaret Muriel Macdonald aforesaid, as to a two-fifth share, and recorded in register book, Volume 386, folio 102, Otago Land Registry, subject to memorandum of mortgage No. 300124, Otago Land Registry.

SCHEDULE

OTAGO LAND DISTRICT

ALL those pieces of road situated in Block III, Tuapeka West Survey District, Otago R.D., described as follows:

- A. R. P. Adjoining or passing through  
0 0 7 Section 38.  
0 0 6.8 Section 16A, Bellamy Settlement.

As the same are more particularly delineated on the plan marked M.O.W. 6613 (S.O. 12553) deposited in the office of the Minister of Works at Wellington, and thereon coloured green.

Dated at Wellington this 10th day of July 1970.

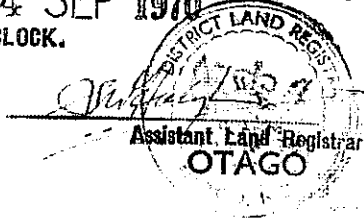
PERCY B. ALLEN, Minister of Works.

(P.W. 72/8/17/0; D.O. 72/8/17/0/0)

A. R. SHEARER, Government Printer, Wellington, New Zealand.

260071

ARTICULARS ENTERED IN THE REGISTER-BOOK  
VOL. 148 FOLIO 109 and 386/102  
-4 SEP 1970  
AT 10.5 O'CLOCK.



Words advised

21/1/70

SN 357053

'60494 (New C.T. 4C/55 issued for  
7-9-1970 Section 102 Block III Tuapeka  
West District Survey  
*[Signature]* ALR

MWP\_0011946

LAND & DEEDS	
Nature:	Gen Notice
Firm:	M <sup>o</sup> DW
-4 SEP 1970	
Time:	10.05
Fee: \$	
Abstract No.	05



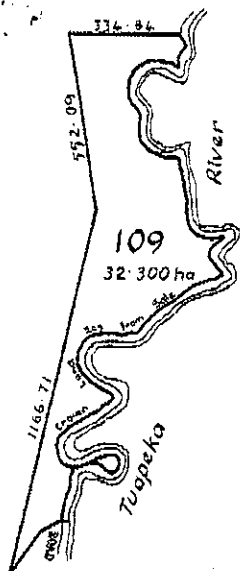
CDE S15 - Request Manual Copy			
Document Type:	Instrument	Request Id:	23796
Reference Number:	411711	User Id:	dabercrombiedu
Land District:	Otago	Request Date:	31/10/2001 10:27:19
Method of Delivery:	Fax	Client Reference:	dabercrombiedu
Requested By:		Status:	Pending
<input type="checkbox"/> Certified Copy			
Comments:	Castle Bent		
Delivery Details:			
Firm:	Abercrombie & Assoc. Ltd.		
Primary Contact:	Mr David Abercrombie		
Street:	P.O. Box 5056		
Town:	Dunedin		
Country:	New Zealand		
Postcode:	9001		
Fax Number:	03 474 9455		
Esc...	OK	Cancel	

115008

411711

L. & S.—B. 5

CERTIFICATE OF ALTERATION UNDER SECTION 113, LAND ACT 1948



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

and

IN THE MATTER of lease (licence) from HER MAJESTY THE QUEEN to ~~ROBERT CHARLES KENNEDY~~ of Bowlers Creek, former as to 2/5 share and ~~GARIBOLDI PHILIP BACCHUS~~ his wife as to 3/5 share

registered in Pastoral Lease

Vol. 156, folio 108, OTAGO Land Registry.

Total Area: 32.300 ha.  
S.S. 17462  
Measurements are in Metres.

This is to certify that on the 20th day of February 1973 the area of land included in the above-mentioned lease was altered by the incorporation therein of the land described in the Schedule hereto and shown (dotted in outline) on the plan drawn hereon. Consequently on the increase in area aforesaid there was no increase in the annual rent or stock limitation.

COPIES

Section 109, Block III, Tuapeka West Survey District  
Area: 32.3 ha (32.0. Plan 17562)

As witness my hand, this

8<sup>th</sup>

day of

October 1973  
*[Signature]*

41 711

CERTIFICATE OF ALTERATION

HER MAJESTY THE QUEEN } Lessor.  
Licensor.

... } Lessee.  
Licensee.

Particulars entered in the Register Book,

me 386/102, folio 1 in 300/24

*End of*

10 OCT 1973

day

19

10 19 o'clock.



Registrar of the

District of *Otago*

MMP\_0013923

411450

LAND & ...  
Nature: *End of 002*  
Firm: *EC*  
10 OCT 1973  
Time: *10:20*  
*65*

CDE_S15 - Request Manual Copy			
Document Type	Instrument	RequestId	23797
Reference Number	446347	User Id	dabercrombiedu
Land District	Otago	Request Date	31/10/2001 10:28:25
Method of Delivery	Fax	Client Reference	dabercrombiedu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments	Castle Dent		
Delivery Details			
Firm	Abercrombie & Assoc. Ltd.		
Primary Contact	Mr David Abercrombie		
Street	P.O. Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees...	OK	Cancel	

L. & S.—B. 6

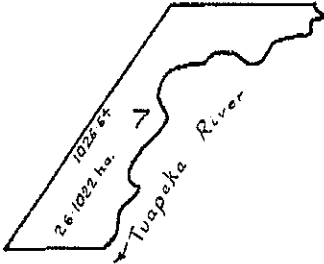
CERTIFICATE OF ALTERATION UNDER SECTION 113, LAND ACT 1948

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

and

IN THE MATTER of lease (licence) from HER MAJESTY THE

QUEEN to Archibald Charles MacDonald of Towlere Creek, Farmer (3/5 share) and Margaret Coriel MacDonald his wife (2/5 share), as lessee of all that piece of land containing 5022.3543 hectares and being Part Section 16A Section 13A, Bellamy Settlement situated in Block III, Tuapeka West Survey District and Sections 97 and 107 Block III Tuapeka West Survey District, Run 524A Beaumont Survey District, Run 527, Beaumont, Hedgehope, Tuapeka West and Tuapeka East Survey Districts.



registered in Pastoral Lease

number 196

Vol. 366, folio 102, Otago Land

Registry.

Total Area: 26.1022 ha.

Measurements are Metric.

This is to certify that on the 1st July 1975 the area of land included in the abovementioned lease is altered by the incorporation therein of the land described in the schedule hereto and shown outlined in bold black lines on the plan hereon.

SCHEDULE

Section 7, Block VIII, Beaumont Survey District.

Area: 26.1022 hectares.

As witness my hand, this

24<sup>th</sup>

day of

September

19 75

Assistant Commissioner of Crown Lands

*J. F. Friel*

**CERTIFICATE OF ALTERATION**

HER MAJESTY THE QUEEN } Lessor,  
Licensor.

} Lessee,  
Licensee.

Particulars entered in the Register Book,

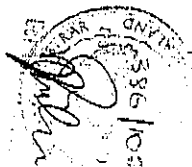
Volume \_\_\_\_\_, folio \_\_\_\_\_,

\_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_ o'clock.

Assistant  
District Land Registrar of the

District of \_\_\_\_\_



44334

MWP\_001396



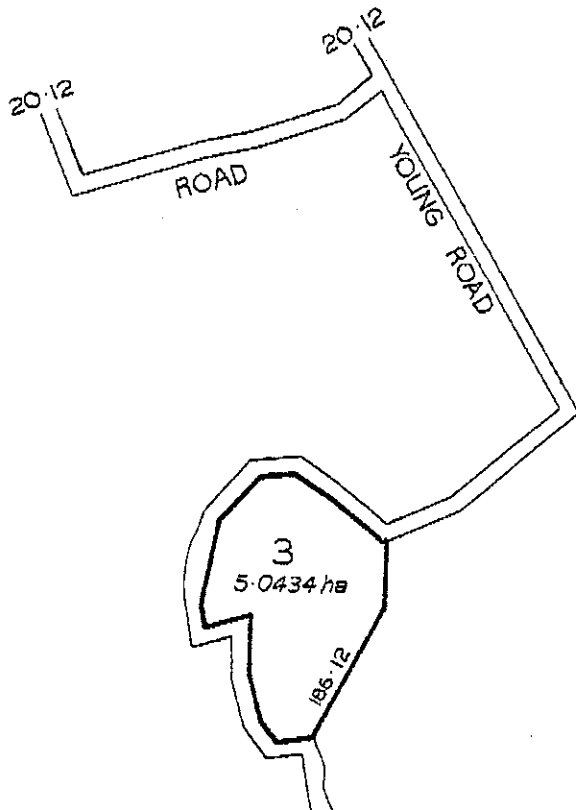
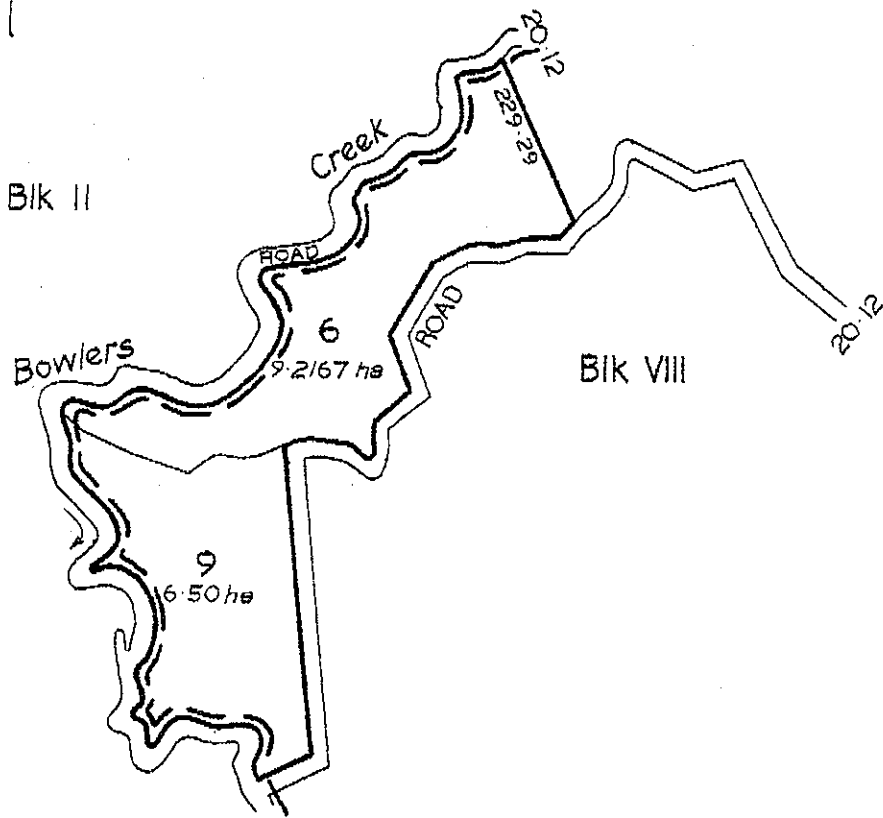
**CDE\_S15 - Request Manual Copy**

Document Type	Instrument	Request Id	23798
Reference Number	642120	User Id	dabercrombiedu
Land District	City	Request Date	31/10/2001:10:29:15
Method of Delivery	Fax	Client Reference	dabercrombiedu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments	Castle Dent		
<b>Delivery Details</b>			
Firm	Abercrombie & Assoc. Ltd		
Primary Contact	Mr David Abercrombie		
Street	P.O. Box 5058		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 474 9456		

Fees...

642120

595 9/11





11.08 05.SEP85 642120  
PARTICULARS ENTERED IN REGISTER 1  
LAND REGISTRY OTAGO  
ASST. LAND REGISTRAR

& S.-B. 6

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

IN THE MATTER of the Land Transfer Act 1952, and the Land Act 1948,

and

IN THE MATTER of lease/~~license~~ from HER MAJESTY THE QUEEN to ARCHIBALD CHARLES MACDONALD of Bowlers Creek Farmer and MARGARET MURIEL MACDONALD his wife

registered in Register Book Vol 386 , folio 102 Otago Land Registry.

#### This is to certify

that with effect on the 17th day of January 1984 the land described in the Schedule hereto and shown outlined with bold black lines on the diagram hereon is incorporated into the aforesaid Pastoral Lease with an increase in the annual rent to \$350

See Separate Sheet

#### SCHEDULE

Sections 3, 6 and 9 Block VIII Beaumont Survey District containing by admeasurement 20.7601 hectares more or less.

As witness my hand, this 14<sup>th</sup> day of May 1985  
M. Slane

# CERTIFICATE OF ALTERATION

HER MAJESTY THE QUEEN { Lessor.  
~~Licensee~~  
 ARCHIBALD CHARLES MACDONALD  
 and MARGARET MURIEL MACDONALD { Lessee.  
 ..... ~~Licensee~~

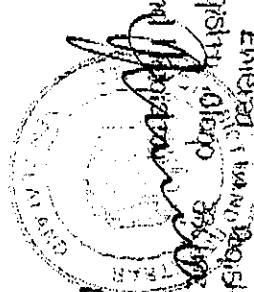
*garrett*

*3/11/03*

PARTICULARS entered in the Register on the date and at the time recorded below.

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

11 08 05 Sept 85  
 Particulars Entered  
 Land Registrar  
 Assl. Land Registrar  
 64212C



MWP\_00130  


### CDE S15 - Request Manual Copy

Document Type:	Instrument	Request Id:	23801
Reference Number:	886760/1	User Id:	dabercrombiedu
Land/District:	Otago	Request Date:	31/10/2001 10:31:33
Method of Delivery:	Fax	Client Reference:	dabercrombiedu
Requested By:		Status:	Pending

Certified Copy

Comments: Castle Dent

Delivery Details

Firm:	Abercrombie & Assoc. Ltd
Primary Contact:	Mr. David Abercrombie
Street:	P.O. Box 5056
Town:	Dunedin
Country:	New Zealand
Postcode:	9001
Fax Number:	03 471 9455

Fees..

386 160.1

CERTIFICATE OF ALTERATION UNDER SECTION 113 LAND ACT 1948

IN THE MATTER of the Land Act 1948

AND

IN THE MATTER of Pastoral Lease No P171 under the Land Act 1948 of all that piece of land situation in the Otago Land District containing 7452.317ha more or less being Section 1 SO 24152, Section 45 Block I, Sections 11, 12 and 13 Block II Beaumont Survey District, Run 524B and 526, Part Runs 525 and 686 Hedgehope, Beaumont and Tuapeka East Survey Districts from HER MAJESTY THE QUEEN to DONALD GEORGE CRAWFORD of Craigellachie farmer and MEREDITH ANNE CRAWFORD of Craigellachie married woman registered in Volume 386 Folio 47 Otago Land Registry

AND

IN THE MATTER of Pastoral Lease No. P196 under the Land Act 1948 of all that piece of land situated in the Otago Land District containing 5069.2125ha more or less being Section 18A and Part Section 16A Bellamy Settlement situated in Block III Tuapeka West Survey District, Run 524A Beaumont Survey District, Part Run 527 Beaumont, Hedgehope, Tuapeka West and Tuapeka East Survey Districts, Sections 97 and 109, Block III Tuapeka West Survey District, Sections 3, 6, 7 and 9 Block VIII Beaumont Survey District, Section 2 SO 24152 Sections 1 and 2 SO 24151 from HER MAJESTY THE QUEEN to CASTLE DENT LIMITED at Dunedin registered in Volume 386 Folio 102 Otago Land Registry.

THIS IS TO CERTIFY that pursuant to Section 107(2) Land Act 1948 and with effect from the 30th day of June 1994 that

- (a) (i) all that piece of land containing 34.6066ha more or less being Section 1 SO 24152 is hereby excluded from Pastoral Lease P171 registered in Volume 386 Folio 47 Otago Land Registry.

(ii) all that piece of land containing 34.6066ha more or less being Section 1 SO 24152 is hereby included in Pastoral Lease P196 registered in volume 386 Folio 102 Otago Land Registry.

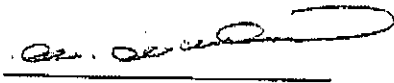
(b) (i) all that piece of land containing 4.2843ha more or less being Section 2 SO 24152 is hereby excluded from Pastoral Lease P196 registered in Volume 386 Folio 102 Otago Land Registry.

(ii) all that piece of land containing 4.2843ha more or less being Section 2 SO 24152 ~~24152~~ is hereby included in Pastoral Lease P171 registered in Volume 386 Folio 47 Otago Land Registry.

It is hereby declared that all and singular the covenants, conditions and agreements of the said recited leases expressed and/or implied shall continue in force in respect of the residue of the land hence forth comprised therein as fully and effectually as if such residue of the said land had originally been comprised therein.

As witness my hand this 5<sup>th</sup> day of July 1925

SIGNED for and on behalf of the OFFICE )  
OF CROWN LANDS by Murray Mackenzie )  
pursuant to a delegation given to him by the )  
Commissioner of Crown Lands and dated the )  
20<sup>th</sup> day of April 1924 )  
in the presence of:

  
\_\_\_\_\_

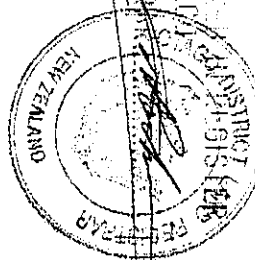
Witness: Muir 2 Vuttaker

Occupation: Consultant, Land and Property

Address: Alexandra

1110 1230195 88576011

PARTIAL...  
LAND...  
APPT. LAMB...  
30/1/97 28/1/10



MWP\_0013924

**CDE S15 - Request Manual Copy**

Document Type:	Instrument	Request Id:	23803
Reference Number:	8849492	User Id:	debercrombiedu
Land District:	Otago	Request Date:	31/10/2001 10:32:19
Method of Delivery:	Fax	Client Reference:	debercrombiedu
Requested By:		Status:	Pending

Certified Copy

Comments: Castle Dent

Delivery Details:

Firm:	Abercrombie & Assoc. Ltd.
Primary Contact:	Mr David Abercrombie
Street:	P.O. Box 5056
Town:	Dunedin
Country:	New Zealand
Postcode:	9001
Fax Number:	03 477 9455

Fees...



894949.2



Department of Conservation  
*Te Papa Atawhai*

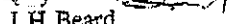
Our ref: P 196

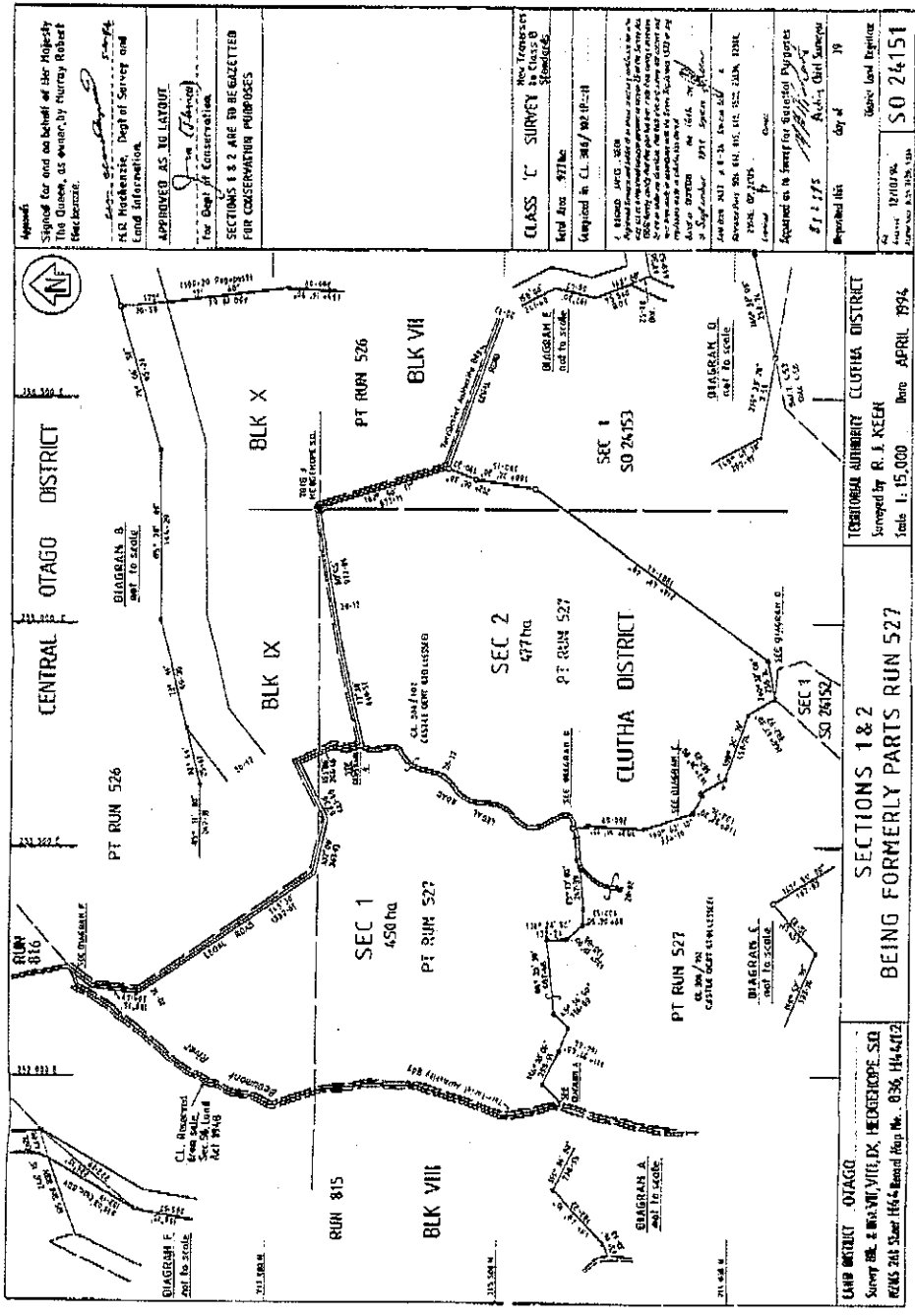
4 November 1995

District Land Registrar  
Land Titles Office  
Private Bag  
DUNEDIN

**PARTIAL SURRENDER OF LAND - 386/102**

The fee charged for registration of the partial surrender would be payable directly or indirectly from the Crown Bank Account.

  
J H Beard  
Regional Solicitor  
for Regional Conservator



Approved: *[Signature]*  
 Signed for and on behalf of the Majesty  
 The Queen, as owner, by Murray Robert  
 Beckwith.  
 A.C. McKenzie, Dept of Survey and  
 Land Information.  
 APPROVED AS TO LAYOUT  
*[Signature]*  
 for Dept of Conservation.  
 SECTIONS 1 & 2 ARE TO BE GAZETTED  
 FOR CONSERVATION PURPOSES

CLASS 'C' SURVEY  
 Not Transferred  
 to Class 'B'  
 Standards.  
 Total Area: 977 ha.  
 Occupied in C.L. 304/104 (P=1)  
 1. 8/20/00 1993 3500  
 Approved for transfer to Class 'C' in  
 1993. The survey was conducted in  
 1993 and the survey was approved  
 by the Survey Department in 1993.  
 The survey was conducted in 1993  
 and the survey was approved by  
 the Survey Department in 1993.  
 Approved on 16 June 1993 for Section Purposes  
 8/1/175  
 Reported by: Murray Robert Beckwith  
 Date: 12/03/94  
 SO 24151

CLUTHA DISTRICT  
 Surveyed by R. J. KEEN  
 Scale 1:15,000 Date APRIL 1994

SECTION 1 & 2  
 BEING FORMERLY PARTS RUN 527

CLUTHA DISTRICT OTAGO  
 Survey No. 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

AZ A3

IN THE MATTER of the Land Transfer Act 1952

AND

IN THE MATTER of Pastoral Lease No. P 196 under the Land Act 1948 of all those pieces of land situated in the Otago Land District containing 5099.5348 hectares more or less being Section 18A and Part Section 16A Bellamy Settlement Sections 97 and 109 Block III Tuapeka West Survey District Sections 3 6 7 and 9 Block VIII Beaumont Survey District Sections 1 and 2 SO 24151 Blocks VII-IX and Section 1 SO 24152 Block VIII Hedgehope Survey District Run 524A Beaumont Survey District and Part Run 527 Beaumont Hedgehope Tuapeka West and Tuapeka East Survey Districts and being the balance of the land comprised and described in the aforesaid Pastoral Lease recorded as Register Volume 386 folio 102 (Otago Registry)

IN PURSUANCE of an Agreement for Sale and Purchase dated the 29th day of July 1992 and for the various considerations stipulated therein CASTLE DENT LIMITED at Dunedin the lessee of the abovementioned lease DOES HEREBY SURRENDER in terms of section 145 of the Land Act 1948 all its estate and interest as such Lessee in all those pieces of land containing 927 hectares more or less being Sections 1 and 2 SO 24151

AND IT AGREES AND DECLARES THAT all and singular the covenants conditions and agreements of the said recited lease expressed and/or implied shall continue in force in respect of the residue of the land henceforth comprised therein as fully and effectually as if such residue of the land above had originally been comprised therein

AND IT HEREBY FURTHER AGREES AND DECLARES that the surrender shall take effect on the date of execution of this document

DATED the 13<sup>th</sup> day of October 1995

THE COMMON SEAL of )  
CASTLE DENT LIMITED was )  
hereunto affixed in the )  
presence of: )



*A P [illegible]*



Certificate of Non-Revocation of Delegation of Power of Attorney

I, NEILL JOHN NAPIER Area Risk Manager of Otago Area Office, Dunedin in New Zealand HEREBY CERTIFY that:

1) By Deed dated 17 November 1992 deposited in the Lands and Deeds Registry Office at:

Auckland	as No.	C.437380.1	Hokitika	as No.	093356.1
Blenheim	as No.	166109.1	Invercargill	as No.	205198.1
Christchurch	as No.	A.033435.1	Napier	as No.	583965.1
Dunedin	as No.	821487.1	Nelson	as No.	322991.1
Gisborne	as No.	G.190113.1	New Plymouth	as No.	396792.1
Hamilton	as No.	B.116233.1	Wellington	as No.	B.273065.1

(the Power of Attorney'), The National Bank of New Zealand Limited (the Bank) did constitute and appoint that person for the time being and from time to time appointed by the Bank to act as the Chief Executive of the Bank (the Attorney) to be the attorney or agent of the Bank to represent and act for, and in the name of, the Bank for all objects and purposes, and with the powers and authorities, set out in the Schedule to the Power of Attorney.

2) The Power of Attorney empowers the Attorney to delegate from time to time, either generally or specifically in writing, to any officer or employee of the Bank or of any other company in the Lloyds Bank Group for the time being, or any other person that the Attorney considers an appropriate delegate, all or any powers and authorities given to the Attorney under the provisions of paragraph 12 of the Schedule to the Power of Attorney (but not further or otherwise) so that that delegate will have, and be able to exercise, all those powers and authorities (but without power to delegate) as fully and effectually as the Attorney would have done.

3) By instrument dated 17 January 1995 deposited in the Lands and Deeds Registry Office at:

Auckland	as No.	C.701976	Hokitika	as No.	100359
Blenheim	as No.	177875	Invercargill	as No.	227799.1
Christchurch	as No.	A.154477.1	Napier	as No.	618944
Dunedin	as No.	873798	Nelson	as No.	345219.1
Gisborne	as No.	G.201467.1	New Plymouth	as No.	417806
Hamilton	as No.	B.252415	Wellington	as No.	B.416515.1

JOHN ANTHONY ANDERSON of Wellington, being the then Chief Executive of the Bank, delegated all of the powers and authorities given to him under the provisions of paragraph 12 of the Schedule to the Power of Attorney to me (among others).

4) At the date of this Certificate, I have not received any notice of the revocation of that delegation of powers and authorities to me or notice of the winding-up of the Bank or other revocation of the Power of Attorney.

DATED at Dunedin this 27th day of October 1995

1(a)

THE NATIONAL BANK OF NEW ZEALAND LIMITED as Mortgagee under and by virtue of Memorandum of Mortgage Nos 300124 and 517181 DOES HEREBY CONSENT to the aforesaid. surrender.

It is hereby certified that the above Memoranda of Mortgage were vested in Rural Banking and Finance Corporation of New Zealand Limited by virtue of the provisions of the Rural Banking and Finance Corporation Act 1989.

It is hereby further certified that the said Rural Banking and Finance Corporation of New Zealand Limited changed its name to The Rural Bank Limited (as evidenced by No. 771591) (Otago Registry).

It is hereby further certified that the above Memoranda of Mortgage have become vested in The National Bank of New Zealand Limited by virtue of the National Bank of New Zealand Limited Act 1994.

The execution by the Bank of this document is without prejudice to all the other rights and remedies of the Bank of whatsoever nature.

Dated the 27th day of October 1995

SIGNED By

THE NATIONAL BANK OF NEW ZEALAND LIMITED

By its Attorney.

The National Bank of  
New Zealand Limited  
By its Attorney

in the presence of:



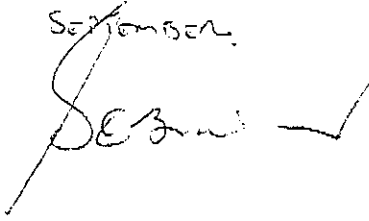
Dawn Elizabeth Couch  
Bank Officer  
Dunedin



**SURRENDER ACCEPTED** for and on behalf of Her Majesty the Queen as Lessor.

Dated the 7<sup>th</sup> day of September 1995

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



~~**RURAL BANKING AND FINANCE CORPORATION OF NEW ZEALAND LIMITED**~~ as Mortgagee under and by virtue of Memorandum of Mortgage Nos 300124 and 517181 **DOES HEREBY CONSENT** to the aforesaid surrender **BUT WITHOUT PREJUDICE** to its rights powers and remedies otherwise under or in respect of the said Mortgages. It is hereby certified that the Mortgagee has changed its name from Rural Banking and Finance Corporation of New Zealand Limited to The Rural Bank Limited (as is evidenced by No. 771591 (Otago Registry)). It is further certified that the said mortgages have become vested in The National Bank of New Zealand Limited by virtue of the provisions of The National Bank of New Zealand Limited Act 1994.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 1995

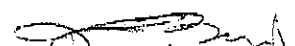
**OTAGO REGIONAL COUNCIL** (formerly Otago Catchment Board) as Grantor under and by virtue of Land Improvement Agreement 620097 **DOES HEREBY CONSENT** to the aforesaid surrender **BUT WITHOUT PREJUDICE** to its rights powers and remedies otherwise under or in respect of the said Agreement

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 1995

**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

Correct for the purposes of the Land Transfer Act

  
Solicitor for the Lessor

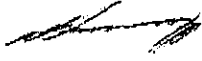
MEMORANDUM OF PARTIAL SURRENDER

CASTLE DENT LIMITED

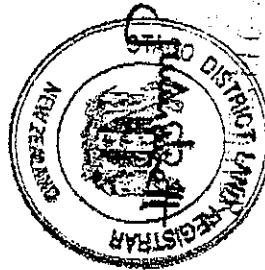
TO

HER MAJESTY THE QUEEN

7470-1 Gazette Notice 1998  
1257 relating to within  
not to be held for conservation  
1998 - 7.5.1998 at 2.27

  
for DHR

Regional Solicitor  
Department of Conservation  
DUNEDIN



386/02  
519 07/09/95  
02/09/95

MWP\_0013929

854992.5 TE

Under the Land Transfer Act 1952

## Memorandum of Transfer

### WHEREAS

A. CASTLE DENT LIMITED a duly incorporated company having its registered office at Dunedin (hereinafter called "the Transferor") is being registered as proprietor

of an estate as lessee under Pastoral Lease No. T196

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in those piece <sup>s</sup> of land situated in the Land District of Otago containing described in the First Schedule hereto ("the servient tenement")

more or less being

B. WAIPORI POWER GENERATION LIMITED a duly incorporated company having its registered office at Dunedin (hereinafter called "The Transferee") is registered as proprietor of an estate in fee simple subject as aforesaid in that piece of land described in the Second Schedule hereto ("the dominant tenement")

NOW THEREFORE IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00) paid to the Transferor by the Transferee the receipt of which sum is hereby acknowledged the Transferor TRANSFERS AND GRANTS to the Transferee as easements to be forever appurtenant to the dominant tenement the following rights:

- (1) The right to convey water as defined in the Seventh Schedule to the Land Transfer Act 1952 through over and across the servient tenement following the course marked "F" to "G" to "H" and "I" to "J" on Deposited Plan 22125.

Notwithstanding the provisions of the Seventh Schedule to the Land Transfer Act 1952 the Transferee may at any point along the stipulated course instead of conveying the water through a line of pipes convey the same by means of an open water-race and the Transferee shall have the same rights to construct repair and maintain such water-race and to have access over the land of the Transferor to construct inspect repair cleanse maintain and renew the same as if the water-race was a line of pipes.

AND by way of further or additional provision the Transferee covenants with the Transferor as follows:

- (1) The Transferee will consult with the Transferor prior to carrying out any earthworks or physical construction of access tracks on the servient tenement.
- (2) In carrying out any works the Transferee will do as little damage as possible to the servient tenement and will make good any damage to fences.



- (3) At the conclusion of any works the Transferee will carry out restoration works to prevent erosion on the servient tenement which might arise as a result of the Transferee's activities.
- (4) The restoration works shall be carried out with the objective of restoring the area disturbed to a standard comparable with the surrounding area.
- (5) Any dispute as to the adequacy of any restoration works shall be settled by arbitration in accordance with the provisions of the Arbitration Act 1908 or any enactment which replaces that statute.

FIRST SCHEDULE

5069.2125

X All those parcels of land containing ~~5048.4524~~ <sup>5069.2125</sup> ha more or less being Section 18A and part Section 16A Bellamy Settlement, Sections 9/Block III/Tuapeka West Survey District, Sections 3, 6, 7, and 9/Block VIII/Beaumont Survey District, Run 524A/Beaumont Survey District and Run 527/Beaumont, Hedgehope, Tuapeka West and Tuapeka East Survey Districts and being all the land comprised in Certificate of Title No. 386/102/(Otago Registry) Subject to Mortgages No. 300124 and 517181 Land Improvement Agreement 620997 and Prospecting Licence 658916.

SECOND SCHEDULE

All that parcel of land containing 2.5470 ha more or less being part Section 51 Block VIII Waipori District and being all the land comprised in Certificate of Title No. 2C/1162/(Otago Registry).

It is hereby certified that the above memoranda of mortgage have become vested in Rural Banking and Finance Corporation of New Zealand Limited by virtue of the provisions of The Rural Banking and Finance Corporation Act 1989.

It is hereby further certified that the said Rural Banking and Finance Corporation of New Zealand Limited has changed its name to The Rural Bank Limited (as is evidenced by No 771591 Otago Registry)

SIGNED by the Rural Bank Limited by its Attorney BEVAN JAMES COOMBES

in the presence of:

Witness Occupation Address

*[Handwritten signature]*  
*[Handwritten signature]*  
 Bank of New Zealand  
 Dunedin

Dated this 3rd day of March 1994.

# CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, BEVAN JAMES COOMBES of DUNEDIN  
(full name) (Town/City)

in New Zealand MORTGAGE PORTFOLIO MANAGER **HEREBY CERTIFY:**  
(Position in the Bank)

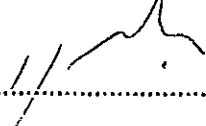
1. THAT by Deed dated the 13th day of October 1989 copies of which are deposited in the Land Transfer Offices at:

Auckland	as No.	CO56526.1F
Blenheim	as No.	149027
Christchurch	as No.	835092.1
Dunedin	as No.	740456
Gisborne	as No.	G 176546.1
Hamilton	as No.	H 910602
Hokitika	as No.	083778
Invercargill	as No.	167718.1
Napier	as No.	517938.1
Nelson	as No.	292639
New Plymouth	as No.	365386
Wellington	as No.	B 039320

The Rural Bank Limited (formerly Rural Banking and Finance Corporation of New Zealand Limited as is evidenced by No.771591 ( Otago Registry) an incorporated company having its registered office at Wellington (hereinafter called "the Bank") appointed me its Attorney with the powers and authorities specified in the said Deed.

2. THAT at the date hereof I am MORTGAGE PORTFOLIO MANAGER  
of the Bank. (Position in the Bank)

3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the Bank or otherwise.

SIGNED at Dunedin )  
this 3rd day of March ) PA  
19 94 ) 

In Consideration of

(the receipt of which sum is hereby acknowledged)

Do hereby Transfer to the said

all

estate and interest in the

said land above described

*W. J. Row*

In witness whereof these presents have been executed this

of *JUNE 28* 19*93*

*28 24*

day

THE COMMON SEAL of

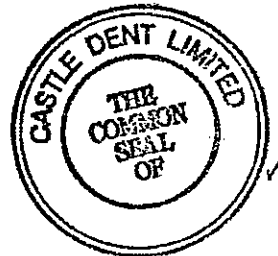
Signed by the above named

CASCADE DENT LIMITED

was hereto affixed as Transferor  
in the presence of:—

*A.C. Macdonald*

*R. Macdonald*



THE COMMON SEAL of WAIPORI  
POWER GENERATION LIMITED

was hereto affixed as Transferee  
in the presence of:

*Robert Russell*

*[Signature]*

