

Crown Pastoral Land Tenure Review

Lease name : CECIL PEAK STATION

Lease number : PS 015

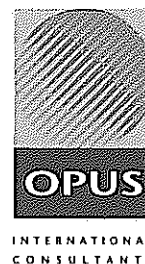
Due Diligence Report (including Status Report) - Part 1

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.

April 09



DUE DILIGENCE REPORT CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

CECIL PEAK PASTORAL LEASE

File Ref: CON/50269/09/12649/A-ZNO Report No: DN0174 Report Date: 09/07/2002
 Office of Agent: Dunedin LINZ Case No: *TR03/50* Date sent to LINZ: 10/07/2002

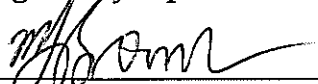
RECOMMENDATIONS

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;
 - There is a discrepancy between the LIPS record and the file information regarding recreation permit RPo/043. The file record indicates that the permit was issued for 5 years commencing 1 January 1997 and was cancelled by the permit holders on 31 December 1997.
 - A recreation permit was issued to G B Buxton [RPs/089] for 5 years commencing 1 July 2001. This permit allows for guided hiking and associated helicopter landings on the lease. This permit is due to expire on 30 June 2006.
 - File records indicate that an easement over part of Cecil Peak Pastoral Lease was to be granted to Walter Peak Station for the disposal of treated sewage. It appears that this process stalled, and the last mention on the file was 4 April 1989.

*Not TR
issue*

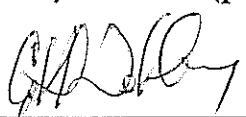
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Signed by Opus:


 M Brown
 Property Consultant


 D Payton
 Contract Manager

Approved/~~Declined~~ (pursuant to a delegation from the Commissioner of Crown Lands)

by: 
 Name: GRANT KASPER WEBLEY
 Date of decision: 22 / 7 / 02

1. Details of lease:

Lease Name: Cecil Peak
Location: On the western shores of Lake Wakatipu, 10 kilometres from Queenstown
Lessee: Cecil Peak Station Limited
Tenure: Pastoral Lease under the Land Act 1948 - Ps/015
Term: 33 years from 1 July 1987
Annual Rent: \$15,187.50
Rental Value: \$675,000.00
Date of Next Review: 1 July 2009
Land Registry Folio Ref: SL 193/100
Legal Description: Runs 632 and 633 situated in Coneburn, South Wakatipu, Mid Wakatipu and Eyre North Survey Districts
Area: 13087.5336 hectares

2. File Search

Files held by DTZ New Zealand on behalf of LINZ:

File Reference	Volume	From	To
RPo/43-SDN-01	1	10/11/1994	4/09/1998
RPo/85-SDN	1	5/12/2000	Date
RPs/089-SIN	1	2/03/2001	Date
CON/50213/09/12649/A-ZNO	1	1/07/2000	Date
Ps/015-SIN-09	9	4/07/1997	30/06/2000
Ps/015-SIN-08	8	4/02/1991	4/07/1997
Ps/015-SIN-07	7	24/04/1986	4/02/1991

Files held by Opus International Consultants on behalf of LINZ:

File Reference	Volume	From	To
CON/50269/09/12649/A-ZNO	1	14/02/2002	Date

Other relevant files held by LINZ:

File Reference	Volume	From	To
Ps/015-SIN-06	6	25/02/1985	24/04/1986
Ps/015-SIN-05	5	3/02/1981	1/03/1985
Ps/015-SIN-04	4	26/01/1976	2/02/1981
Ps/015-SIN-03	3	22/04/1974	25/01/1976
Ps/015-SIN-02	2	16/03/1969	21/04/1974
Ps/015-SIN-01	1	11/03/1948	15/03/1969

3. Summary of lease document:

Terms of lease

Stock Limitation in Lease:

7810 Sheep

Commencement Date

1 July 1987

Special Provisions

Memorandum of Variation registered as Document 169700 against SL 193/100 varied the lease by adding the following provisions:

1. That should the lessee, with the consent of the Land Settlement Board, 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 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.
 - (b) The provisions of the Land Act 1948, with regard to 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 an 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 Land Settlement Board.
 - (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 a 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 lessee in such circumstances.
2. Save as expressly varied all the covenants conditions and restrictions contained or implied in the said Memorandum of Lease shall remain in full force.

Memorandum of Variation registered as Document 014807.1 against SL 193/100 varied the lease by adding the following provisions:

1. That should the lessee with the consent of the Land Settlement Board, transfer, sublet or otherwise dispose of his interest in the land affected by the said lease or any part thereof to an Overseas Corporation within the meaning of that term in the Land Settlement Promotion and Land Acquisition Act 1952, then the following provisions shall apply:
 - (a) The provisions of section 89 of the Land Act 1948, shall apply to all transfers and other dispositions of voting stock in such Overseas Corporation as if such voting stock were interests in the said land and no voting stock in such Overseas Corporation shall be transferred or otherwise disposed of by any voting stockholder without the consent of the Land Settlement Board.
 - (b) The provisions of the Land Act 1948, with regard to residence shall continue to be applicable to the said lease notwithstanding the transfer or other disposition to such Overseas Corporation provided however that such provisions shall be deemed to be complied with by such Overseas Corporation only if and when

there resides on the said land a person who manages the land on behalf of such Overseas Corporation and who has been approved in writing for that purpose by the Land Settlement Board.

- (c) A breach by the Overseas Corporation or by any voting stockholder of all or any of the provisions of subclauses (a) and (b) hereof shall be deemed to be a 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 restriction contained or implied in the said Deed of Lease shall remain in full force.

Area adjustments

There are no discrepancies in the area record.

Registered interests

- 169700 Memorandum of Variation of within Lease - 29.6.1960
- 014807.1 Memorandum of Variation of within Lease - 23.7.1976
- 164532.1 Variation of the within lease renewing the term for a further 33 years and increasing the annual rental to \$5,475.00 and the rental value to \$365,000.00
21.7.1989

Unregistered interests

- A recreation permit was issued to Queenstown Heli-Hike [RPo/43] for 5 years commencing 1 January 1997. This permit allowed for guided hiking and helicopter landings on the lease, however the permit holders cancelled it on 31 December 1997.
- A recreation permit was issued to Visual Motion Productions [RPo/85] for a 5 day period in December 2000 for commercial filming.
- A recreation permit was issued to G B Buxton [RPs/089] for 5 years commencing 1 July 2001. This permit allows for guided hiking and associated helicopter landings on the lease. This permit is due to expire on 30 June 2006.

4. Summarise any Government programmes approved for the lease:

There are no Government Programmes approved for the lease.

5. Summary of Land Status Report:

Opus International Consultants Limited undertook a Land Status Check on 26 June 2002. This check confirms the status of the Land as Crown Land under the Land Act 1948, subject to Pastoral Lease Ps/015.

The following item was noted for information:

- Land Information New Zealand's LIPS database records a Recreation Permit, which is an unregistered interest, in the name of Queenstown Heli Hike for a term of 5 years, expiring on 31 December 2011. No commencement date is recorded, The

term and the expiry date indicate the term commences on 1 January 2006. That is unlikely and would indicate either an error in recording the term or the expiry date. A copy of the report is attached as Schedule A to this report.

6. Review of topographical and cadastral data:

A review of the topographical and cadastral data reveals there are no telecommunication facilities, historic places, or discrepancies between fenced and legal boundaries or formed and paper roads.

7. Details of any neighbouring Crown or conservation land

Neighbouring Crown or Conservation Lands are detailed as follows:

	Legal Description	Status	Owner/Lessee
North	Crown Land Block VII Coneburn Survey District	Marginal Strip	Minister of Conservation
South	Crown Land Block III Eyre Survey District	Marginal Strip	Minister of Conservation
East	Crown land Block II South Wakatipu Survey District	Marginal Strip	Minister of Conservation
West	Run 631	Special Lease of Pastoral Land – Walter Peak Station	Her Majesty the Queen/ Walter Peak Corp Trustee Limited

There is no indication that any of these parcels of land should be included in the review.

8. Summarise any uncompleted actions or potential liabilities:

- There is a discrepancy between the LIPS record and the file information regarding recreation permit RPo/043. The file record indicates that the permit was issued for 5 years commencing 1 January 1997 and was cancelled by the permit holders on 31 December 1997. No authorised copy of the permit appears on file, however, invoices indicate that all parties were operating as if such a permit existed. A copy of the letter indicating the cancellation of the permit together with an unsigned copy of the permit are attached as Schedule B to this report.
- A recreation permit was issued to G B Buxton [RPs/089] for 5 years commencing 1 July 2001. This permit allows for guided hiking and associated helicopter landings on the lease. This permit is due to expire on 30 June 2006. A copy of this permit is attached as Schedule C to this report.
- File records indicate that an easement over part of Cecil Peak Pastoral Lease was to be granted to Walter Peak Station for the disposal of treated Sewage. It appears that this process stalled, and the last mention on the file was 4 April 1989. Copies of relevant file information are attached as Schedule D to this report.

Schedule A - Land Status Report

**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

Project Number 6NLTR.02/496YD

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50269 dated September 2001 and is undertaken for the purposes of Tenure Review in terms the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Cecil Peak Station	LIPS Ref 12649
Property 1 of 1	

Land District	Southland
Legal Description	Runs 632 and 633 situated in Coneburn, South Wakatipu, Mid Wakatipu and Eyre North Survey Districts.
Area	13087.5336 hectares
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease P.15
Instrument of title / lease	SL193/100
Encumbrances	None
Mineral Ownership	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase
Statute	Land Act 1948 and Crown Pastoral Land Act 1998

Data Correct as at	26 June 2002
Certification below	

I, Michael John Kerr, Property Consultant, Opus International Consultants Limited certify that the above status is in order for approval.

In giving this certification I undertake that the status report has been completed in compliance with all relevant policy instructions and in particular OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.

Prepared by	Mike Kerr
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

Peer reviewed by G Patrick



27/6/2002

LAND STATUS REPORT for Cecil Peak Station				LIPS Ref 12649
Prop	7	1	of	1

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.

Land Information New Zealand's LIPs database records a Recreation Permit, which is an unregistered interest, in the name of Queenstown Heli Hike for a term of 5 years, expiring on 31 December 2011. No commencement date is recorded.

The term and the expiry date indicate the term commences on 1 January 2006. That is unlikely and would indicate either an error in recording the term or the expiry date.

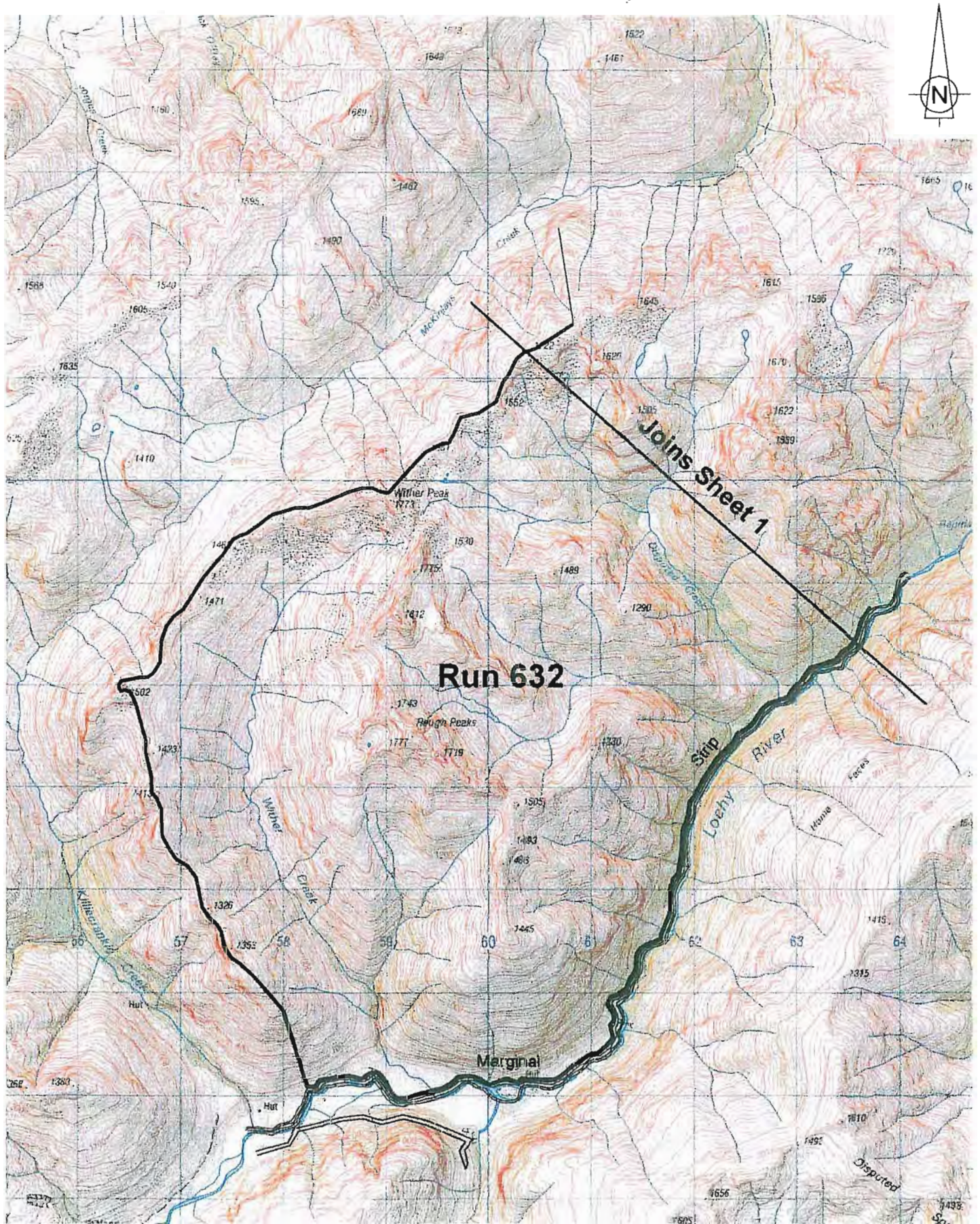
LAND STATUS REPORT for Cecil Peak Station				LIPS Ref 12649
Prop	7	1	of	1

Research Data: Some Items may be not applicable

SDI Print Obtained	Yes
NZMS 261 Ref	E41, E42, F42
Local Authority	Queenstown-Lakes District
Crown Acquisition Map	Kemp Purchase
SO Plan	Sighted but not relevant to status: ROLL 32, SO 15, SO 34, SO 35, SO 36, SO 38, SO 51, SO 55, SO 74, SO 75, SO 289, SO 568, SO 569, SO 638, SO 704, SO 706, SO 730, SO 743, SO 785, SO 786, SO 787, SO 906, SO 916, SO 915, SO 917, SO 920, SO 924, SO 958, SO 993, SO 997, SO 998, SO 996, SO 1095, SO 1100, SO 1107, SO 1219, SO 1451, SO 1654, SO 2398, SO 2399, SO 8128, SO 6414, SO 7886, SO 8416, SO 8466, SO 11838, SO 11898, SO 12081, SO 12101. SO 8416 being a complied plan was approved on 2 April 1975 defining Runs 632 and 633 situated in Mid Wakatipu, Coneburn, Eyre North and South Wakatipu Survey District.
Relevant Gazette Notices and / or Computer interest register.	SL193/100 – Computer Interest Register
CT Ref / Lease Ref	SL8A/155 [Freehold land within the peripheral boundary of this lease] SL193/100 [Cecil Peak pastoral lease]
Plan Index	Notes SO 8416 for Runs 632 and 633.
Legalisation Cards	None found.
Statutory Actions (Landonline)	The statutory action recorded under SO 8416 are: Runs 632 and 633 – SL193/100 Crown land reserved from sale (Marginal Strip).
CLR	Runs 632 and 633, Sections 16, 16 Block VI Coneburn Survey District, Sections 49 to 52 Block II South Wakatipu Survey District. 13088.5806 hectares held on pastoral lease P 15. (Note the land in the lease has since been reappellated to Runs 632 and 633 by reappellation registered as 000900.2.
Allocation Maps (if applicable)	No allocations found within or adjoining the land.
VNZ Ref - if known	29131/3700
Crown Grant Maps	Not sighted.
If Subject land Marginal Strip: a) Type [Sec 24(3) Conservation Act 1987]	a) Section 24(3) of the Conservation Act 1987.
b) Date Created	b) 2 April 1975
c) Plan Reference	c) SO 8416
If Crown land – Check Irrigation Maps.	None found

LAND STATUS REPORT for Cecil Peak Station		LIPS Ref 12649
Project	1	of 1

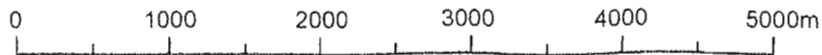
<p>Mining Maps</p> <p>If Road</p> <p>a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989</p> <p>b) By Proc</p>	<p>No mining interests shown.</p> <p>a) SO Plan N/A</p> <p>b) Proc Plan N/A</p> <p>c) Gazette Ref N/A</p>
<p>Other Relevant Information</p> <p>a) Concessions – Advice from DOC or Knight Frank.</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) Land Information New Zealand's LIPs database records a Recreation Permit, which is an unregistered interest, in the name of Queenstown Heli Hike for a term of 5 years, expiring on 31 December 2011. No commencement date is recorded.</p> <p>b) Nothing found</p> <p>c) Either</p> <p><input checked="" type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under 1848 Kemp Purchase.</p> <p>d)</p>



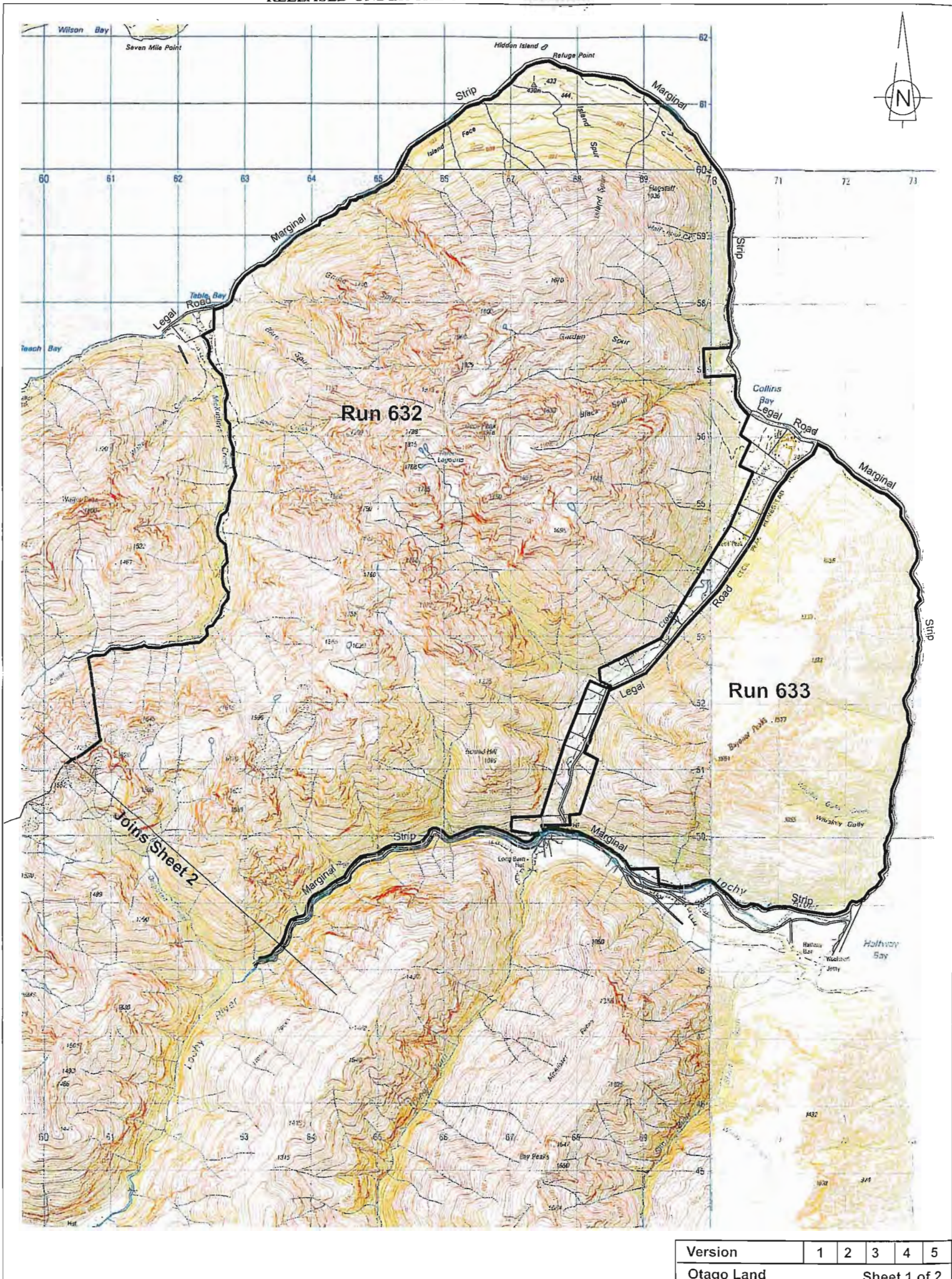
Version	1	2	3	4	5
Otago Land District	Sheet 2 of 2				
NZMS 260 E42	Date 06/11/2000				



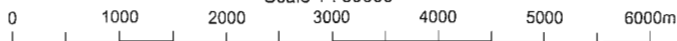
Cecil Peak
Scale 1 : 50000



Graphics by :
TL Survey Services Ltd DUNEDIN



Cecil Peak
Scale 1 : 50000



Version	1	2	3	4	5
Otago Land District	Sheet 1 of 2				
NZMS 260 E.41,E42,F.42	Date 06/06/2002				



Schedule B – Recreation Permit RPo/043

LESLEY



INTEROFFICE MEMO

DATE: 19 JUNE 1998
TO: NEESA, WELLINGTON ACCOUNTING CENTRE
CC:
FROM: LESLEY, ALEXANDRA
SUBJECT: 928266 - QUEENSTOWN HELI-HIKE - RECREATION PERMIT

We have been advised by Fiona McPherson of Queenstown Heli-Hike, that they are no longer operating their recreation permit and request that it be cancelled as at 31 December 1997.

This advice was originally conveyed to us in December 1997 but has been overlooked so we apologise for the delay in advising you.

Could you please therefore credit 928266 with \$281.25 being the rental due from 1/1/98 to 31/12/98.

Thank you.

K R Taylor

K R Taylor
Manager, Alexandra

*JUST A REMINDER THAT I
CANNOT PROCESS THIS
UNTIL JULY 98
Neesa*

RECREATION PERMIT UNDER THE LAND ACT 1948

WHEREAS HER MAJESTY THE QUEEN (hereinafter referred to as "the Grantor") has under the provisions of Section 66A, Land Act 1948 authorised a recreation permit to be issued to **QUEENSTOWN HELI-HIKES LIMITED** of Queenstown (hereinafter referred to as "the Permit Holder") over that piece or parcel of land more particularly described in the Second Schedule hereto (hereinafter referred to as "the said land").

NOW THEREFORE the Grantor DOTH HEREBY AUTHORISE the Permit Holder to use the said land for the purposes and activities set out in the First Schedule hereto (hereinafter referred to as "the said Operation") for a term of five(5) years commencing on the first day of January 1997 SUBJECT TO the payment of a fee as set out below,

AND SUBJECT ALSO to the following conditions, viz:

1 THAT the Permit Holder will pay punctually to the Grantor at the offices of the Commissioner of Crown Lands at Wellington (or authorised agent) an annual fee in advance of Two Hundred and fifty Dollars (\$250) *plus GST* which annual fee shall be reviewed after three years of the permit term.

2 THAT the Permit Holder shall use the operations area for such recreational, tourist, or other purposes as are specified in the schedule and shall comply with all the conditions including payment of fees, whether demanded or not, and that in the event of any breach of the said conditions or the operational area being used for a purpose other than that authorised in the First Schedule, the Grantor may revoke this permit without compensation payable to the Permit Holder for improvements or otherwise, but without releasing the Permit Holder from liability in respect of any breach of any of the said conditions of this permit.

3 THAT the Permit Holder will indemnify and keep indemnified the Grantor and its agents against all claims, costs or damages arising out of the activities undertaken hereunder.

4 THAT the permit holders shall not remove any vegetation, disturb any soil or light any fire in the operation area without express permission in writing for each occasion.

5 THAT the Permit Holder shall not at any time cause any building, erection, structure or fence or alteration or addition thereto at any time to be placed or carried out upon the operational area without the prior written approval of the Grantor.

6 THAT the permit holder shall not do, or cause to be done, anything for which consent would be required in terms of the Land Act 1948.

7 THAT the Permit Holder will remove and take away, or cause to be removed and taken away, all refuse.

AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

- (a) THAT this permit is personal to the Permit Holder and shall not be capable of assignment, charge, transfer or other disposition or dealing, including the transfer of shares should the Permit Holder be a company incorporated, in whole or in part for any purpose whatsoever.
- (b) THAT this permit is intended to take effect as a recreation permit under Section 66A of the Land Act 1948 and any enactments passed in amendment or substitution thereof, and the provisions of the said Act and of the regulations made thereunder shall be binding in all respects in the same manner as if such provisions had been fully set out herein.
- (c) THAT the Permit Holder will ensure that the activities authorized by this Permit and set out in the Schedules hereto will be confined exclusively to those areas of the operational areas designated for such activities in the said Schedules hereto.
- (d) THAT if, on the expiry or sooner determination of this permit created by these presents, the Grantor determines that a permit should not again be granted over the operational areas, then the Permit Holder shall not be entitled to compensation for any improvements effected by the Permit Holder in the operational area but on such expiry or sooner determination the Permit Holder may, with the consent of the Grantor, remove within such time as the Grantor shall determine, such improvements as were effected by the Permit Holder and shall leave the operational area in a clean and tidy state to the satisfaction of the Grantor.
- (e) THAT the permit holder will comply with the provisions of the Health and Safety in Employment Act 1992.
- (f) WHERE the permit is not in active use, it may be revoked unless good cause can be shown why this should not happen.
- (g) THAT the permit holder shall be prohibited from lighting fires in the open.

Schedule C - Recreation Permit RPs/089]

RECREATION PERMIT UNDER THE LAND ACT 1948

PARTIES: THE COMMISSIONER OF CROWN LANDS pursuant to the Land Act 1948 ("the Grantor")

AND GRAEME BAIN BUXTON tourist operator of Queenstown ("the Grantee")

BACKGROUND:

- A. The Grantee wishes to undertake the activities described in the First Schedule over the land described in the Second Schedule ("the Operational Area").
- B. The Grantor has agreed to grant a non-exclusive recreation permit pursuant to Section 66A of the Land Act 1948 to the Grantee on the terms and conditions set out herein.

THE PARTIES AGREE as follows:

1. AUTHORISATION

- 1.1. The Grantor hereby authorises the Grantee to use the Operational Area for the purposes and activities set out in the First Schedule hereto.
- 1.2. This permit is intended to take effect as a recreation permit under Section 66A of the Land Act 1948 and any enactments passed in substitution thereof and the provisions of the said Act and of the regulations made thereunder shall be binding in all respects in the same manner as if such provisions had been fully set out herein.
- 1.3. This permit does not create any registerable interest in the Operational Area or any other part of the Grantor's land.
- 1.4. This permit is personal to the Grantee and shall not be capable of assignment, charge, transfer or other disposition or dealing including the transfer of shares should the Grantee be an incorporated company, in whole or in part for any purpose whatsoever.

2. TERM

- 2.1. The term of this permit shall be for a period of 5 years commencing on the 1st day of July 2001, subject always to the provisions of clause 7 hereof.

JB

3. FEES

- 3.1 The Grantee will pay to the Grantor at the offices of the Commissioner of Crown Lands at Wellington or such other place as the Grantor shall nominate from time to time permit fees plus GST calculated as set out hereunder
- 3.1.1 A minimum fee of \$800.00 plus GST plus an additional fee of \$4.20 per head when client numbers exceed 190 payable without demand in two equal instalments in advance on the 1st day of January and on the 1st day of July in each and every year of the permit.
- 3.2 The Grantor may review the permit fees payable by the Grantee. Should the permit fees be reviewed, any new fee will take effect from the beginning of the third year of the permit.

4. GRANTEE'S OBLIGATIONS

- 4.1. The Grantee shall:
- 4.1.1. Not remove any vegetation, disturb any soil or light any fire on the Operational Area.
- 4.1.2. Not at any time cause any building, erection, structure or fence or alteration or addition thereto to be placed or carried out upon the Operational Area.
- 4.1.3. Comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Permit.
- 4.1.4. Remove and take away or cause to be removed and taken away all refuse.
- 4.1.5. Comply with the provisions of the Health and Safety in Employment Act 1992.
- 4.1.6. Ensure that the activities authorised by this permit will be confined exclusively to the Operational Area and use the Operational Area solely for the activities authorised by this permit.
- 4.1.7. Take all reasonable precautions to guard against danger on the Grantor's land.
- 4.1.8. Not interfere or obstruct the Grantor or his/her agent's employees or contractors or authorised invitees.
- 4.1.9. Follow the New Zealand Environmental Care Code.

- 4.1.10. Take care to ensure clients do not feed or provide any inducements for kea that may investigate his activities.

5. COSTS

- 5.1. The parties shall pay their own costs of and incidental to the documentation of this Permit PROVIDED ALWAYS in addition to any moneys reserved by this permit the Grantee shall pay all reasonable costs, charges and expenses for which the Grantor may become liable in consequence of or in connection with any failure by the Grantee to comply with the terms of this Permit.
- 5.2. The Grantee shall pay the charge as set from time to time by the Survey (Departmental Fees and Charges) Regulations 1998 or any substituted legislation thereof such charge presently being the sum of \$112.50.

6. INDEMNITY

- 6.1. The Grantee hereby indemnifies the Grantor against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor in connection with this permit or as a direct result of the exercise by the Grantee of its rights under this permit, or any breach by the Grantee of its obligations, undertakings or warranties contained or implied by this permit.
- 6.2. The Grantor shall not be liable to the Grantee in contract tort or otherwise in relation to any aspect of this permit (extending to consequential loss, anything arising directly or indirectly from the permit or any activity on the Grantor's land).

7. TERMINATION

- 7.1. Notwithstanding anything contained herein the Grantor shall be entitled to revoke this permit:
- 7.1.1. at any time and upon the giving of one month's notice in writing of such revocation to the Grantee; or
 - 7.1.2. by written notice to the Grantee of immediate revocation of the permit if the Grantee is in breach of any condition of this Permit PROVIDED THAT such revocation shall not release the Grantee from liability in respect of any breach of any of the conditions of this permit.

8. NOTICES

- 8.1. The address for service for the Grantor shall be as follows or as notified in writing by the Grantor to the Grantee from time to time:

Commissioner of Crown Lands
C/- Knight Frank (NZ) Limited
41-43 Tarbert Street
P O Box 27
ALEXANDRA

Telephone: 03-448-6935
Facsimile: 03 448-9099

- 8.2. The address of the Grantee shall be as follows or as notified in writing by the Grantee to the Grantor from time to time:

Graeme B Buxton
P O Box 112
QUEENSTOWN

Telephone: 03-442-7484 or 029-246-8104

Dated this _____ day of _____, 200

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
by)
pursuant to a delegation from the)
COMMISSIONER OF CROWN LANDS)
in the presence of)

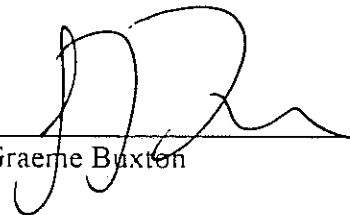
Witness Name

Occupation

Address

SIGNED by GRAEME BAIN)
BUXTON in the presence of:)





Graeme Buxton

Signature

Witness Name **S. H. N. STAMERS-SMITH**
Solicitor
Queensdown

Occupation

Address

CONSENT OF LESSEE

Cecil Peak Station Limited as Lessee of Cecil Peak Pastoral Lease (together with successors and assigns) consents to the issue of a Recreation Permit to **Graeme Bain Buxton** for hiking by the Commissioner of Crown Lands pursuant to section 66A of the Land Act 1948 on the terms of the accompanying Recreation Permit.

DATED this 19th day of October, 2001

SIGNED for and on behalf of)
CECIL PEAK STATION)
LIMITED)
in the presence of:)

Director

Director

Witness Signature:

Sharon Inck

Witness Name:

Sharon Inck

Witness Occupation:

Tourism Operator

Witness Address:

23A Greenstone Place, Fernhill.

(Note: If only one Director is authorised to sign under the Constitution of the Company then the Director's signature must be witnessed by an independent party who shall also state occupation and address).

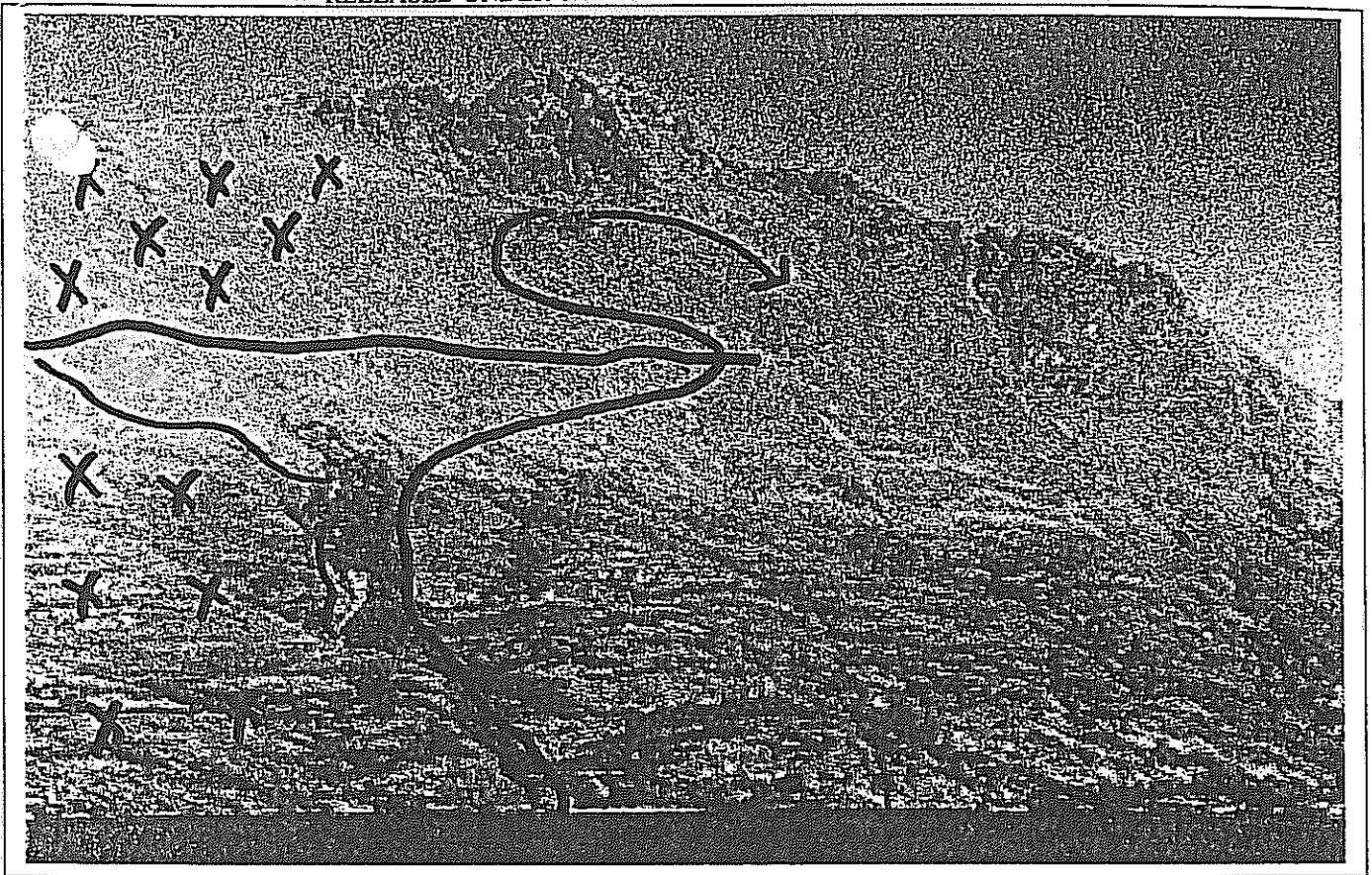
FIRST SCHEDULE





Guided Hiking and Helicopter landings associated with this activity.

SECOND SCHEDULE

That portion of Cecil Peak Station (Ps015) shown marked red on the attached map and photo.

D



-  HELICOPTER FLIGHT PATH
-  FENCE LINES
-  HIKING ROUTE - (NO SHEEP IN THIS AREA)
-  SHEEP IN THIS AREA - (NO HIKING)

