

## **Crown Pastoral Land Tenure Review**

**Lease name : COURTHILL**

**Lease number : PO 378**

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

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

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

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

**June 09**

**TENURE REVIEW DUE DILIGENCE REPORT  
TO THE  
COMMISSIONER OF CROWN LANDS**

**KF REF:** Po 96/1 & Po 378/1      **LINZ REF:**      **CASE NO:**  
**LEASE NAME:** Gorge Creek/Courthill      **LESSEE:** Phillip Charles Lucas

**LOCATION:**

Gorge Creek and Courthill Stations are located side by side on the eastern slopes of the Old Man Range on State Highway 8 approximately 19 km south of Alexandra. The runs stretch from Lake Roxburgh to the top of the Old Man Range encompassing the total catchment area of Gorge Creek.

**DATE OF THIS REPORT:**

18 June 1999

**LEASE DETAIL:**

*Land Tenure:* Pastoral Lease under Section 66 of the Land Act 1948.  
Pastoral Leases Po96 & Po378/1

***Po096 Gorge Creek***

*Legal Description:* Run 498 and 499 Cairnhill, Obelisk and Teviot Survey Districts Section 67 Block II and Sections 39- 44 Block III Cairnhill Survey District being all that land held in Certificate of Title 338/117 (*Otago Registry*).

*Area:* 2293.3045 hectares (2277.1107 hectares estimated after road adjustment to come)

*Term:* 33 years from 1 July 1986 to 30 June 2019

*Rental Value:* \$240,000

*Annual Rent:* \$3,600

*Date of Next Review:* 1 July 2008

*Lease Stock Limit:* 2310 sheep

*Personnel Stock Limit:* 4100 sheep (including not more than 3000 breeding ewes)

100 cattle (including not more than 100 breeding cows)

Block limit on the summer country at 1500 sheep for three summer months.

**Po378/1 Courthill**

*Legal Description:* Run 497 Block III Cairnhill Survey District  
*Certificate of Title:* 13A/1348 (*Otago Land District*)  
*Area:* 920.6598 hectares. (*937.8205 hectares by estimation after road re-alignment to come*)  
*Term:* 33 years from 1 July 1992 to 30 June 2025  
*Rental Value:* \$100,000  
*Annual Rent:* \$1,500  
  
*Date of Next Review:* 30 June 2003  
  
*Lease Stock Limit:* None ascribed  
  
*Personnel Limit:* None ascribed but Block limit on Top Block of 1300 dry ewes for 8 weeks - January to April.

**LAND STATUS REPORT SUMMARY:**

Land Status Report prepared by approved person attached.

**SUMMARY OF FEATURES FROM TOPOGRAPHICAL AND CADASTRAL DATA:**

A communication site is marked on the topographical map of the area at the Head of Gorge Creek near Hyde Rock on Po096. From field officer knowledge it consists of a small concrete hut and small transmission poles. Its presence (*within the fenced property boundary and, as far as can be judged, the legal boundary*) was confirmed on a non related aerial inspection on 22/6/99. The facility is operated by Transpower (*ex Dunedin Sub Station*) to give VHF coverage to Central Otago area and has been in existence and functional for more than 20 years..

Two major national grid power transmission lines cross the property (*both runs*) along the bottom margin near the state highway.

No riparian margins are recorded on the Courthill property for Hut Creek (*none were deemed as necessary at lease renewal in 1992 - Courthill Folio 334*).

Obelisk Creek has no strip as it has been deemed to be less than 3m requirement (*see undated unnumbered folio LINZ file Dunedin 7900/04P96*).

A riparian strip appears to have been reserved on Gorge creek from the Lake to the State Highway and from the State Highway to the junction with Hut creek (*SO 13174 and 1164*).

No Crown Strip or road to exists along the margin of Lake Dunstan.

A Esplanade provision along the Lake Roxburgh margin is contained in the Central Otago District Scheme Plan and appears to be based around the above Lake Roxburgh Operating Easement. These may not satisfy the requirements of riparian margin and will require investigation.

Boundary adjustments occurred with the Gorge Creek Lease when 8 acres 2 roods of land was taken under the public works act for power development along the Clutha River in 1966 and also the incorporation into the Gorge Creek lease of 12 acres 3 roods 33 perches (*being Section 67, Block 11 and Sections 39-44 Block III Cairnhill Survey District*).

A road and gravel pit was closed and incorporated into Po96 1 in 1964 (*approximately 17 Acres -Section 10 Block III Cairnhill Survey District*).

These alterations appear to be correctly carried out with subsequent alteration to lease area.

Two major State Highway road realignments have occurred (*one in 1956 and a recent one in 1998*). See File Search section for the complicated history of these legal alterations.

Nearly all fenced boundaries are on or near to their legal line as far as can be determined without a full survey. The southern ridge boundary fenceline on Gorge Creek adjacent to the paper road will require confirmation as the legal line may be important to tenure review proposals.

A historic reserve site (*Part Section 33*) is marked on the Cadastral map below the main road at Gorge Creek This unfenced area is marked as Miners Monument and is used as a roadside rest area.

The Central Otago District Scheme Plans identifies an Heritage Site on the range tops of Gorge Creek and in its schedule identifies it as the Hyde Rock.

Mining site remnants are known to exist along the margin of Lake Roxburgh including huts and water races associated with a hydro power for gold dredges. No recorded significant sites have been found but from local knowledge areas of high interest exist. The historic Hydes Water Race traverses both runs at 1300 m.a.s.l. and is shown on the topographical map.

The lease has a number of legal roads affecting it.

- (1) The main State Highway 8 (*Alexandra to Roxburgh*) This is fenced both side with the exception of around the historic reserve/ roadside stop area at Gorge Creek.
- (2) A paper road runs from the state highway to the top of the range along the southern ridge of Gorge Creek. This road is non existent on its lower sections and briefly cuts into the neighbouring property (*Section 29*). The upper road generally follows the rough formed snow pole track to the range top.
- (3) A paper road entering from neighbouring land below the State highway traverses down the face to the mouth of Gorge Creek at Lake Roxburgh. No road or track exists on this line.

## SUMMARY OF LEASE DOCUMENT (*Certificate of Title*):

The legal description, area (*with road adjustments to come*), base stock limitation and commencement date of the pastoral lease on Crown files held by Knight Frank records are in agreement with the Certificate of Titles.

### *Po96 Gorge Creek. (CT 338/117- Otago Registry):*

No non-standard covenants exist on the lease. Apart from routine ownership transfer, irrigation agreements, and mortgage registration, the following registrations are noteworthy:

248897 The area of the run has been altered by the incorporation of a closed road (*13 1r 6p*) and Section 10 (*4 acres*) bordered green herein, the total of run 498 being now 1507 acres 27.6perches produced 6 August 1962.

299904 Gazette notice declaring the Leasehold Estate in the part coloured in red on the plan therein (*8 acres 2 roods*) to be taken for the development of water power (*Roxburgh Power Scheme*) Registered 11 May 1966.

310123 Certificate of alteration incorporating in the within lease Section 67 Block II, Sections 39 to 44 inclusive Block III Cairnhill Survey District. Area 12 acres 3 roods 33 perches coloured red on diagram hereon.- entered 27 January 1967.

696668 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1 July 1986 and fixing for the first 11 years the annual rent at \$3,600 calculated on the rental value of \$240,000 – 19 February 1988.

814568 Land Improvement Agreement under Section 30a of the Soil Conservation and Rivers Control Act 1941- 21 September 1992 (*Undischarged -Rabbit and Land Management Programme*)

885293 Transfer affecting the estate of Her Majesty the Queen in fee simple, being a grant of a right of way (*in gross*) to convey water over part herein shown marked as a black line on the diagram annexed thereto together with incidental rights in favour of Last Chance Irrigation Company Limited. 26 June 1995 – CT 15D/995 issued.

930033 Compensation certificate under section 19 Public Works Act 1981 - 20 May 1997 (*Undischarged*).

931954 Compensation certificate under section 19 Public Works Act 1981 - 24 June 1997 (*Undischarged*) (*Compensation certificates for road alterations but no Title Adjustments as yet recorded.*)

No other easements or right of ways are registered.

### *Po 378/1 Courthill (CT 13A/1348 Otago Registry):*

This lease was created in 1989 with the split up of the Original Courthill lease (*Po240*) with Run 497 going to Gorge Creek and Run 496 going to a neighbour (*P Dunbier*).

The certificate of title is unusual in the fact that it contains no base stock limitation associated with the lease. No unusual covenants exist.

Apart from routine ownership transfer, and mortgage registration, the following registrations are noteworthy:

452094 *Discharged (1986) Soil And Water Conservation Agreement - Farm Plan.*

753613/4 *Fencing Covenant (Agreement releasing Courthill Stn Ltd from any liability for boundary fencing)*

814568 *Land Improvement Agreement under Section 30a of the Soil Conservation and Rivers Control Act 1941- 21 September 1992 (Undischarged - Rabbit and Land Management Programme)*

836135 *Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1 July 1992 and fixing for the first 11 years the annual rent at \$1,500 calculated on the rental value of \$100,000 - 12 August 1993.*

885293 *Transfer affecting the estate of Her Majesty the Queen in fee simple, being a grant of a right of way (in gross) to convey water over part herein shown marked as a black line on the diagram annexed thereto together with incidental rights in favour of Last Chance Irrigation Company Limited. 26 June 1995 - CT 16D/995 issued*

931954 *Compensation Certificate under Section 19 Public Works Act 1981 - 20 May 1997. (Un discharged) (Compensation certificates for road alterations but no Title Adjustments as yet recorded).*

No other easements or right of ways are registered.

The un-discharged Rabbit and Land Management Agreements needs to be taken into consideration. *(See Government programmes.)*

The detailed plan of the land taken for Water Power Development will be needed in the negotiations for the Crown strip on Lake Roxburgh.

#### **DETAILS OF ANY NEIGHBOURING CROWN OR CONSERVATION LAND:**

A Reserve for historic purposes being section 33 Block 111 Cairnhill Survey District (*Gazette 1980 Page 168 GN 529731 - SO 3573*) exists adjacent to the picnic stop area at Gorge Creek. This unfenced area has been the core of discussions to incorporate other historic features close by on the pastoral lease.

Neighbouring land of note includes the DoC high altitude "Bains Block" Reserve to the South and the headwaters of the Fraser Basin in Earnsclough Station that has been surrendered and is in the process of tenure review transfer to DoC for reserve. Both these areas bound the property on the range tops.

A riparian strip appears to have been reserved on Gorge Creek from the lake to the main road and from the main road to the junction with Hut Creek (SO 13174 and 1164). All other creeks (Obelisk, Hut ) have been judged as not requiring a strip.

A Crown land strip along the margin of Lake Roxburgh does not appear to exist. The Lake Roxburgh margin will probably require a marginal strip.

No other land was identified from the Otago Conservation Management Strategy Land Inventory or the Land Status Check.

#### **FILE SEARCH:**

The property records have been searched and all folios recorded by volume, folio number, date, content summary, and categorised into four general categories (title related/unimproved data/ conservation/Lease administration). Hard copy of these are held on Crown files held by Knight Frank (*see Attachment 2 for details*).

With the exception of volume 1 of Gorge which was missing (*Folios 1-152 Pre 1932-archives?*) records are complete. Some folio numberings jump (date sequences are continuous) and a very few folios are missing. Confidence is held that all important data has been searched.

Files (*Po096 Vol3 Folios 428,429*) show that compensation (\$140) was paid to the owner (*J D Sim*) for the presence of the transmission lines over his property in 1970 by the New Zealand Electricity Department.

The only uncompleted actions identified were related to state highway realignments. A major realignment was carried out in 1956 and became embroiled in a neighbour dispute that dragged on for a long period. Despite instructions for the registration of the changes, the title registration never occurred. Only when another major realignment was proposed in 1996 did the omission surface. Both changes are being currently processed at the same time and appear to be working towards settlement. The changes have not yet been registered on the titles.

The legalisation of the radio repeater station at the head of Gorge Creek could not be found on any files searched.

Potential liabilities arising will be discussed in a later section.

#### **GOVERNMENT APPROVED PROGRAMMES APPROVED FOR LEASE:**

A Catchment Board Run Plan was carried out on the Courthill Lease (*between 1975 - 82*) involving cattle proofing boundary fences and erosion control fencing. All obligations related to this work have expired and the registered agreement was removed from the title in 1996. No implications are seen from this expired plan.

Both leases were involved in the Rabbit and Land Management Programme from 1990 -1995. Work involved a extensive rabbit netting , tracking and pest control operations. Almost all work was carried out on land below the state highway on the Gorge Creek Run. Only one very small lower face on Courthill was involved.

These have Registered Agreements on the titles and their management clauses have effect until 2000 and maintenance of capital items through to 2010. These will have to be transferred to, or release from obtained, to any new titles created from both runs. This aspect could impede the processing of tenure review. The implications of the maintenance clause on the recently burnt rabbit netting fences could involve liability for restoration.

#### UNCOMPLETED ACTIONS AND POTENTIAL LIABILITIES TO THE COMMISSIONER:

These two leases contain many factors that could cause processing time problems or liabilities to the Commissioner in the tenure review process.

- (1) The registered Land Improvement Agreement for the Rabbit and Land Management Programme on both titles will cause delays for new title creation, with removal from, or transference to, any title dealt with. While this is not considered insurmountable it will slow processing. More importantly the Commissioner could be drawn into liability to restore and maintain the rabbit netting fences that have been affected by the recent burn.

*(To remove these completely from the titles would involve refunding the grant monies expended under that programme as per the Legal Agreement - being of the order of \$40,000 - \$50,000.)*

- (2) The existence of what may prove to be an unauthorised active VHF radio transmitter of Transpower New Zealand on the range tops near the "Heritage" Hyde Rock may involve the commissioner in some form of action. A cautionary approach is recommended in seeking from Transpower if it holds some form of authorisation for its site - file search of records failed to locate any approval. There may be a need to formalise its presence, direct removal, or compensate for removal *(depending on the attitude taken to its presence and its legality)*.
- (3) File search indicated that the only riparian strip eligible for designation was on Gorge Creek from Lake Roxburgh to the Forks above the main road *(two sections)*. The field reports and SO 13174 and 1164 have been drafted but the Status Check by OPUS states that no evidence was found for any marginal strip on Po096. This suggests an uncompleted action requiring some action to formalise them. *(The reporter cannot recommend what action, as from files they appear duly processed.)*
- (4) The road adjustments from 1956 and 1998 have not yet been registered on the title but it appears from files that final sorting out is currently being undertaken and these should be processed to conclusion. It is not anticipated that the time frame of this process will interfere greatly with the tenure review.
- (5) One un-discharged Compensation Certificate on the Certificate of Title of Courthill (Po378) and two on Gorge Creek (Po096) related to road alteration will require a letter to the lessee as per interim instructions received on 28 July 1999.



- (6) The irrigation covenants on both runs for the Last Chance Irrigation Scheme head races should not cause any major problems. It is anticipated they will be outside any land retained by the Crown.


*(Note: the Status Check points out a condition of the subdivided run P240 (from which the Courthill Lease Po378 was derived) in relation to right of entry that may still apply - see Chief Surveyors notes)*

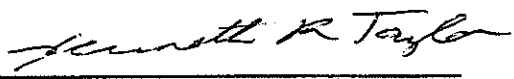
- (7) Problems in development of safe access off the main road for any recreational development will arise in this very confined dangerous section of road.
- (8) Any access that is required either to the range tops or down to Lake Roxburgh will require some survey modification to paper roads if they are to be used as they start on or pass through neighbouring properties and are impassable in places.

We are satisfied that we have fulfilled our duty of reasonable care, using the information we have available, to inform the Commissioner of all incomplete action and potential liabilities concerning the above named lease. No inspection of the lease has been undertaken.

We have relied on Land Status check and survey information provided to us by qualified persons as being true and correct.

**Signed for Knight Frank (NZ) Limited**

  
\_\_\_\_\_  
Consultant 16/8/99

  
\_\_\_\_\_  
Manager 23/8/99

**Approved/Declined**

\_\_\_\_\_  
Commissioner of Crown Lands

/ /

***Attachments:***

- (1) Recent title search for each title considered.
- (2) Full list of information sources considered.
- (3) Land Status Check report from qualified person.
- (4) Details of transfer of Courthill.
- (5) Details of water race easements.
- (6) Details of uncompleted roading actions.

22-6-1999

Registered in the LAND REGISTRY OFFICE  
but not under the LAND TRANSFER ACT

(L. and S. B. - 4)

NEW ZEALAND

Entered in the Register-book, Vol. 338 fol. 117

as a Renewal of (or in Exchange for) Lease

registered in Vol. 251 fol. 154

OTAGO  
LAND DISTRICT

the 29 day of July  
1955 at 2.44 o'clock.

M. Howarth  
Land Registrar.

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P.96

This Deed, made the first day of March, one thousand nine hundred and fifty-three, between H.M. THE MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and HUGH JOHN SHIELDS, of ROXBURGH (who, 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 those pieces or parcels of land containing by admeasurement 5.645 acres, roads and perches, a little more or less, situated in the Land District of Otago, and being Ranges 498 and 499, Cairnhill, Gbelisk and Teviot Survey ... Districts

See diagram on separate sheet.

(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-three, together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-three. 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 fifty pounds (£150.-.-d.) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) (the receipt of which sum is hereby acknowledged) and thereafter by (£) half-yearly instalments of pounds shillings and pence (£ : s : d) 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 hereinbefore reserved at the times and in the manner hereinbefore agreed 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 bona fide 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 his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all five 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, 1928: 1950.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1928.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain, and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will 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 office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the 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, 1928, 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.

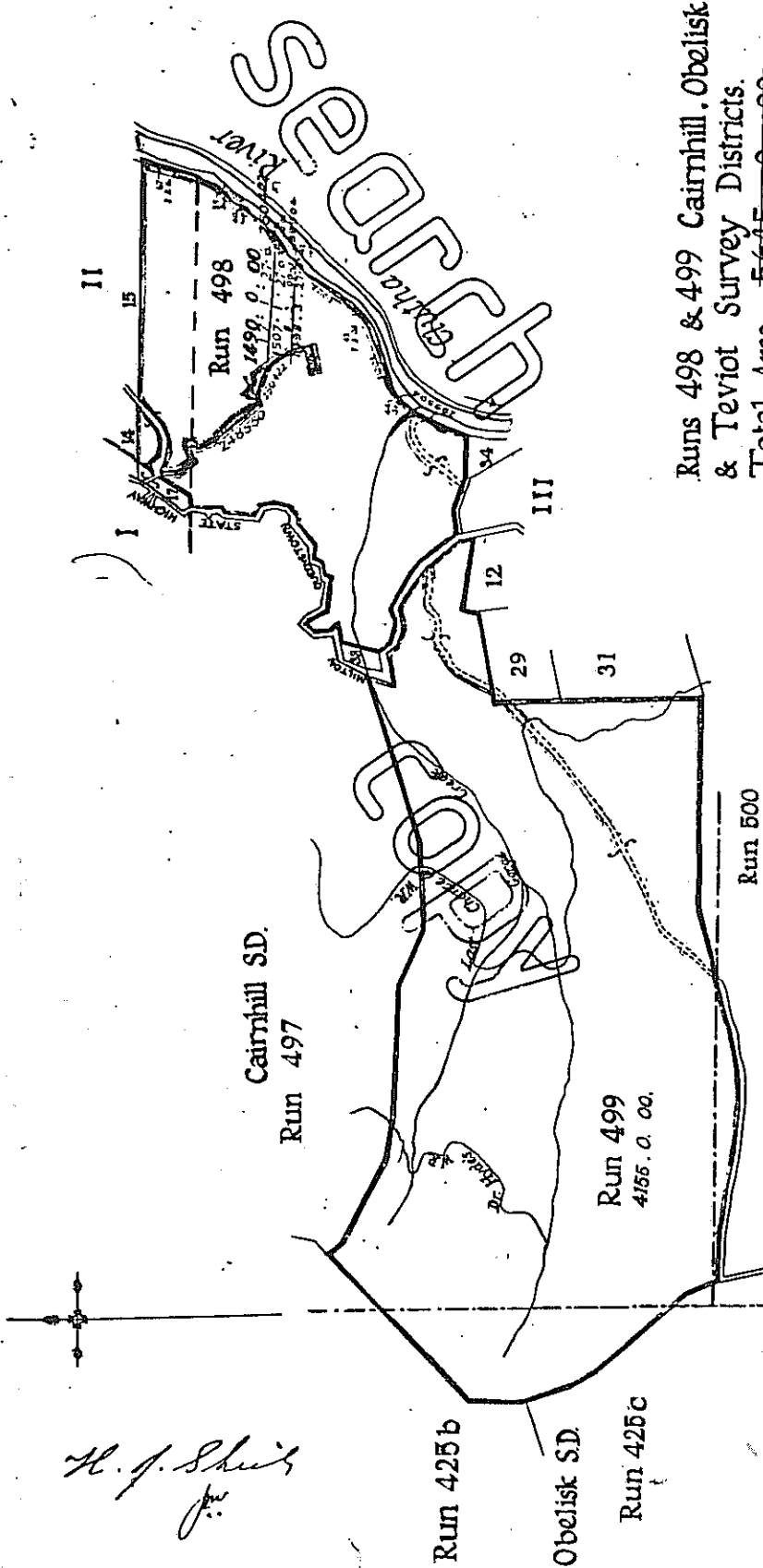
AND it is hereby agreed and declared by and between the Lessor and the Lessee:-

- (4) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (5) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorised 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 60 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building or 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.
- (6) THAT upon the expiration 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 60 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part 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 ancillary or in relation thereto.

22-6-1999

338/117

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Runs 498 & 499 Cairnhill, Obelisk  
 & Teviot Survey Districts.

Total Area 5645.000  
 Scale: 40 chains to an inch. 276.250422

Xd. Area.	5662 a.	1 r.	27.6 p.
	5673 a.	3 r.	69.37 38880+
	5673 a.	3 r.	27.6 p.
	5673 a.	3 r.	27.6 p.
	5673 a.	3 r.	27.6 p.
	5673 a.	3 r.	27.6 p.
	5673 a.	3 r.	27.6 p.
	5673 a.	3 r.	27.6 p.
	5673 a.	3 r.	27.6 p.
	5673 a.	3 r.	27.6 p.

EQUIVALENT METRIC  
 AREA IS 32.23: 3045 ha

22-6-1999

394/117

THAT the Lessee shall have no right of acquiring the fee-simple of the said land.  
(c) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,—

- (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
- (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
- (iii) Plough and sow in grass any portion of the said land;
- (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
- (v) 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 clovers and grasses to the satisfaction of the Commissioner.

(f) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock;—and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed—  
\*\* 800 below

(g) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 146 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.

(A) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such lease shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

#### SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

NIL

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

Otago

, on behalf of the Lessor, hath hereunto set his

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

Witness: [Signature]  
Occupation: Chief Landward Surveyor  
Address: Dunedin

[Signature]  
Commissioner of Crown Lands.

Signed by the above named as Lessee, in the presence of—

Witness: [Signature]  
Occupation: Inspector  
Address: Roxburgh

H. J. Shields  
Lessee.

22/10/48-1541

.. (f) 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 2310 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafter 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.

[Signature]  
Commissioner of Crown Lands.

H. J. Shields  
Lessee.

22-6-1997

LAND & DEEDS
NAME
FILE
29 JUL 1955
TIME
2.41
DATE
1.1.11
ATTACHED NO.
480

338/117

X 1924 Irrigation Agreement under the Public Works Amendment Act 1918 and 1919 between High John Shields and the Majesty the Queen produced 25 April 1924 at 10

X 4223 Certificate of title subsection 2 of section 35 of the Finance Act 1923 (7.2) produced 9 November 1924 at 10.56 am

X 16290 Irrigation Agreement under the Public Works Act 1925 between High John Shields and the Majesty the Queen produced 29 July 1955 at 10.56 am

Transfer 195236 High John Shields to James Donald Sim of Street Sheep Farmer produced 17th August 1955 at 2.22.2

Mortgage 161524 James Donald Sim to High John Shields produced 18 August 1955 at 2.25

Variation of Mortgage No 161524 produced 8th May 1958 at 11.45.02

248550 Proclamation proclaiming as closed the Road hatched Red on the plan hereon Registered 27.1.1962 at 10.54.2

248826 The closed road hatched red hereon is now known as part Run 498 Cairnhill District produced 4/8/1962 at 2.30.0

248827 The area of Run 498 has been altered by the incorporation of the Closed Road (3ac.1r.27.6p) and Section 10 (4ac.) both of which have been, the total area of Run 498 being now 1507 acres 1 road 27.6pches produced 4/8/1962 at 2.31.0

250422 Certificate incorporating herein part Run 498 bordered green hereon as from 1/1/1962 produced 18/9/1962 at 2.30.0

Variation of Mortgage 161524 - 11/7/1965 at 11.50.0 am

289889 Compensation Certificate pursuant to section 17 of the Public Works Amendment Act 1945 - 17.8.1965 at 10.53 am

299904 Gazette Notice declaring the leasehold interest in the part coloured Red on the plan hereon (8 Acres 2 Roads) to be taken for the development of Water Power (Roxburgh Power Project) Registered 11 May 1966 at 1.55 PM

306289 Mortgage to the State Advancing Corporation of New Zealand produced 12.11.1966 at 10.56 am

310123 Certificate of Alterations incorporating in the within leave Section 67, Block II, Sections 39 to 44 inclusive, Block III Cairnhill Survey District. Area 12 acres 3 rods 33 perches bordered red on diagram hereon as from 25.11.1966. Entered 27.1.1967 at 10.56 am

333926 Transmission of Mortgage 161524 to the Perpetual Trustees Estate and Agency Company of New Zealand Limited and James Guthrie Mowat of Roxburgh as Executors entered 11.11.1968 at 12.12 p.m.

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.

534799/4 Variation of Mortgage 484728 - 20.3.1980 at 9.58 am

534799/2 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 20.3.1980 at 9.58 am

559276/2 Transfer to Phillip Charles Lucas of Tarras farmer - 7.8.1981 at 10.23 am.

559276/3 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 7.8.1981 at 10.23 am

559276/4 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 7.8.1981 at 10.24 am

578543 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 2.7.1982 at 10.17 am

OVER

22-6-1999

C.T. 338/117

689379 Mortgage to The Rural Banking  
and Finance Corporation of New Zealand  
- 22.10.1987 at 9.18 am

931954 Compensation Certificate under  
Section 19 Public Works Act 1981 -  
24.6.1997 at 9.16am

*Junnawett*  
A.L.R.

696668 Memorandum renewing the term  
of the within lease for a further period  
of 33 years commencing on 1st July  
1986 and fixing for the first eleven  
years the annual rent at \$3,600 calculated  
on a rental of \$240,000 - 19.2.1988  
at 10.18 am

731812/2 Mortgage to Wrightson Farmers Finance  
Limited - 26.6.1989 at 10.02am

*[Signature]*  
A.L.R.

814568 Land Improvement Agreement under  
Section 30a of the Soil Conservation and  
Rivers Control Act 1941 - 21.9.1992 at  
12.19pm

*[Signature]*  
A.L.R.

885293 Transfer affecting the estate of  
Her Majesty the Queen in fee simple being  
a grant of a right (in gross) to convey  
water over part herein shown marked as a  
black line on the diagram annexed thereto  
together with incidental rights in favour  
of Last Chance Irrigation Company Limited  
- 29.6.1995 at 9.03am  
CT 16D/995 issued

*Junnawett*  
A.L.R.

895877/2 Mortgage to The National Bank  
of New Zealand Limited - 20.11.1995 at  
10.17am

*[Signature]*  
A.L.R.

930033 Compensation Certificate  
under Section 19 Public Works Act  
1981 - 20.5.1997 at 9.18am

*K. Stoddart*  
A.L.R.

Former Ref. Vol. Pt 386 fol. 132

L. S. Ref. No. P378

Entered in the Register-book, the

4 day of May

19 90, at 10.23 o'clock

REGISTER

*[Signature]*  
Land Registrar.

No. 13A/1348

### Pastoral Lease under the Land Act 1948

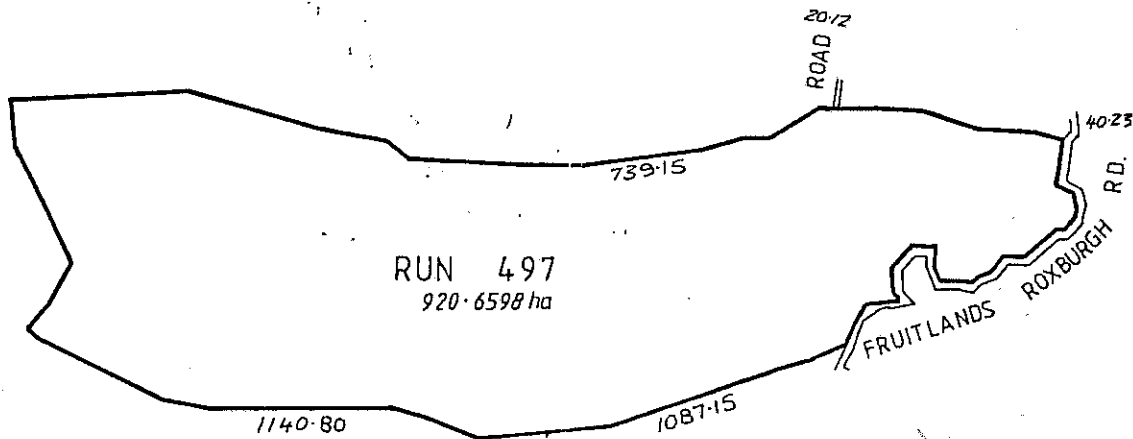
issued pursuant to Section 93 of the Land Act 1948 on the subdivision of the land contained in Pastoral Lease P240.

**This Deed**, made the 19th day of February 19 89 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and

COURTHILL STATION LIMITED at Alexandra

(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 and 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 parcel of land containing by estimation 920.6598 ha more or less, situated in the Land District of Otago, and being Run 497 Cairnhill Survey District

as the same is more particularly delineated with bold black lines on the plan hereon; together with the rights,



Total Area 920.6598 ha

Scale 1:40000 approx  
SO 1164



22-6-1999  
 RELEASED UNDER THE OFFICIAL INFORMATION ACT  
 1989, together  
 with the period between the date of the first day of July 1989, YIELDING  
 and paying therefor for the first 11 years of the said term unto the Department of Lands and Survey at  
 Land Corporation Limited at Dunedin the annual rent of \$ 102.00 payable without demand by equal half-  
 yearly payments in advance on the 1st day of January and the 1st day of July in 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 deter-  
 mined in respect of each of those periods in the manner provided in Section 66 (4A) of the Land Act 1948.  
 AND also paying in respect of the improvements specified in the Schedule hereto the sum of \$  
 by a deposit of \$ (which has already been paid) and thereafter by half-yearly  
 instalments of \$ on the 1st day of January and the 1st day of July in each and every year.

AND the Lessee doth hereby covenant with the Lessor as follows:

1. That without derogating from or restricting the covenants contained and implied in this lease and on the  
 part of the Lessee to be performed or complied with the Lessee will not at any time during the said term de-  
 pasture on the land hereby demised more than sheep which number shall not include more than  
 breeding ewes nor more than cattle which number shall not include more than breeding  
 cows PROVIDED HOWEVER that the Lessee may with the prior written consent of the Land Settlement Board  
 carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the  
 right of the Land Settlement Board to revoke or vary such consent at any time.

2. That the Lessee will at all times farm the land hereby demised in a manner to promote soil conservation and  
 prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1941.

AND it is hereby agreed and declared by and between the Lessor and Lessee:

THAT pursuant to the provisions of the Noxious Animals Act 1956 officers and employees of the New Zealand  
 Forest Service and other authorised persons 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 Service is charged with the duty of ex-  
 terminating or controlling, or for the purpose of destroying any such animals: Provided that such officers,  
 employees, and other authorised persons in the performance of the said duties shall at all times avoid undue  
 disturbance of the Lessee's stock.

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pastoral  
 land under Section 66 of the Land Act 1948, and the provisions of the said Act and of the regulations made there-  
 under 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 OF IMPROVEMENTS BELONGING TO THE CROWN

NIL

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

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

Witness:

Occupation:

Address:

Commissioner of Crown Lands.

Signed by the above-named Lessee, in the presence of—

Witness:

Occupation:

Address:

Lessee.

B2274J-B6PTK

22-6-1999

REGISTER

SIGNED for and on behalf of  
HER MAJESTY THE QUEEN pursuant to  
a Deed lodged with the District Land  
Registrar as No. 681189/2 by  
LAND CORPORATION LIMITED  
by its Attorney

LAND CORPORATION LIMITED  
by its Attorney

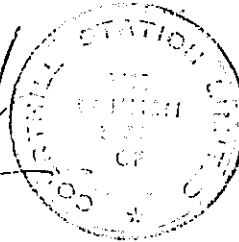
ROBERT PAUL WOODHOUSE  
in the presence of:

Witness:

Occupation: Property Officer, Landcorp

Address: Dunedin

The common seal of COURTHILL  
STATION LIMITED was hereunto  
affixed in the presence of: )



Interest at date of issue:

DISCHARGED  
452094 Statutory Land Charge Agreement  
pursuant to Section 30 of the Soil  
Conservation and Rivers Control Act  
1941 - 12.12.1995 at 10.17 am

836135 Memorandum renewing the term of the  
within Lease for a further period of 33 years  
commencing on 1.7.1992 and fixing for the  
first 11 years the annual rent at \$1,500.00  
calculated on a rental value of \$100,000 -  
12.8.1993 at 9.35am

753613/4 Transfer to Phillip Charles  
Lucas of Tarras farmer - 4.5.1990 at  
10.23 am

885293 Transfer affecting the estate of  
Her Majesty the Queen in fee simple being  
a grant of a right (in gross) to convey  
water over part herein shown marked as a  
black line on the diagram annexed thereto  
together with incidental rights in favour  
of Last Chance Irrigation Company Limited  
- 29.6.1995 at 9.03am  
CT 16D/995 issued

753613/4 Fencing Covenant

814568 Land Improvement Agreement under  
Section 30a of the Soil Conservation and  
Rivers Control Act 1941 - 21.9.1992 at  
12.19pm

895877/2 Mortgage to The National Bank of  
New Zealand Limited - 20.11.1995 at  
10.17am

931954 Compensation Certificate under  
Section 19 Public Works Act 1981 -  
24.6.1997 at 9.16am

A.L.R.

A.L.R.

22-6-1999

SEARCHED

COPY

10.23 04. MAY 90 753613/1  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY OFFICE  
ASST REGISTRAR  
386/132

**Attachment 2:**

*List of Information Sources Considered*

**(1) Certificate of Title**

13A/1348 Otago Registry - (Courthill Po378/1)  
338/117 Otago Registry - (Gorge Creek Po096)

**(2) Crown Files for Pastoral Lease Po378/1**

Held by Knight Frank, Alexandra

Volume 1 (opened 19 December 1989 Folios 223-351, last entry 15 February 1999).

LINZ Dunedin

7900/04P378 (opened 26 June 1992 - 2 unnumbered Folios, last entry 24 June 1999).

LINZ Christchurch

CPLO 4 November 1967 (opened 20 May 1998 Folios 1-14, last entry 26 May 1999).  
5200/D14/C20 (opened 18 March 1994 Folios 1-4, last entry 22 January 1997).

**(3) Crown Files for Pastoral Lease Po096**

Held by Knight Frank Alexandra

Volume 2 (opened 3 January 1932 Folios 153-310, last entry 18 September 1962).  
Volume 3 (opened 7 May 1963 Folios 311-429, last entry 21 August 1970).  
Volume 4 (opened 26 August 1970 Folios 430-546, last entry 11 September 1986).  
Volume 5 (opened 30 September 1986 Folios 547-595, last entry 15 March 1999).

LINZ Dunedin

7900/04P96 (opened 24 January 1992, 9 unnumbered Folios, last entry undated).  
LIPS 31208 (opened 7 May 1996, 30 unnumbered Folios, last entry 20 June 1997).  
LIPS 31209 (opened 7 May 1996, 39 unnumbered Folios, last entry 22 April 1998).  
LIPS 3120 (opened 7 May 1996, 11 unnumbered Folios, last entry 12 August 1996).

LINZ Christchurch

CPLO 4/11/12456 (*opened 1 September 1998, Folios 1-4, last entry 26 May 1999*).

5200/D14/G11 (*opened 14 June 1993, Folios 1-5, last entry 12 September 1996*).

CPLO 4/11/1267 (*opened 20 May 1998, Folios 1-14, last entry undated*).

5200/D14/C20 (*opened 18 March 1994, Folios 1-4, last entry undated*).

**(4) Cadastral Maps**

NZMS 261 G43 - Roxburgh

NZMS 261 G42 - Alexandra

**(5) Topographical Maps**

NZMS 260 G43 - Roxburgh

NZMS 260 G42 - Alexandra

**(6) Otago Conservation Management Strategy Land Inventory Document**

**(7) The Central Otago District Scheme Plans plus maps**

4

# TRANSFER

of Lease Hold

Freehold Land

situated in the Otago Land Registry

COURTHILL STATION LIMITED

Transferor

PHILLIP CHARLES LUCAS

Transferee

10.23 04.MAY 90

75361314

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY OTAGO  
AGRI LAND REGISTRAR

13/4/1990

entered in the Register shown in the  
on the day and at the time stamped below.

/ Registrar

105917/11

CAUDWELLS  
SOLICITORS  
DUNEDIN

WILLIAMSON & CO. LTD. 1000

## Memorandum of Transfer

THE TRANSFEROR named and described in the schedule hereto (hereinafter called "the transferor") being registered as proprietor of the ESTATE OR INTEREST also described as the said schedule (hereinafter called "the schedule") subject however to such encumbrances (if any) and interests as are notified by memoranda underwritten or set out in the schedule in the land described in the schedule IN CONSIDERATION of the sum set out in the schedule (hereinafter called "the consideration") paid to the transferor by the transferee named and described in the schedule (hereinafter called "the transferee") the receipt of which sum is hereby acknowledged BOTH HEREBY TRANSFER to the TRANSFEREE all the estate and interest of the transferor in the said land AND IT HEREBY AGREE AND DECLARE that in this transfer words importing the singular number shall include the plural and words importing the masculine gender shall include the feminine gender. **PROVIDED HOWEVER** that the Transferor shall not be liable or be called upon to contribute towards the cost of the erection or maintenance of any dividing or boundary fence between the said land and any adjoining land of the Transferor but this proviso shall not enure to the benefit of any subsequent purchasers of any such adjoining land.

TO SCHEDULE HEREINAFTER REFERRED TO

TRANSFEROR: COURTHILL STATION LIMITED at Alexandra

TRANSFEE: PHILLIP CHARLES LUCAS of Tairāra Farmer

CONSIDERATION: TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)

ESTATE OR INTEREST: ~~XXXXXXXXXX~~ As lessor under lease no. P240

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

Area	Description	File Reference
<del>1450.7980 ha</del> 920.6598 ha	Run 496 and 497 Cairnhill Survey District	<del>386/132</del> Otago Land Registry 13A/11438
C.E. Vol.	Fol.	ENCUMBRANCES (set out in relation to each title)
386	132	Subject to Prospecting Licence under the Mining Act 1971 created by No 638381 AND Statutory Land Charge Agreement No 452094 pursuant to Section 30 of the Soil Conservation and Rivers Control Act 1941

IN WITNESS WHEREOF this transfer has been executed this

The Common Seal of

~~XXXXXXXXXXXXXXXXXXXX~~

COURTHILL STATION LIMITED

was hereunto affixed

in the presence of

..... P. Lucas ..... Director

WITNESS:

OCCUPATION:

ADDRESS:

10<sup>th</sup>

day of

July

1989

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

Director

WITNESS:

OCCUPATION:

ADDRESS:

Certified that this Transfer does not contravene the provisions of Part 11.1 of the Land Settlement Promotion and Land Acquisition Act 1952 and also certified correct for the purposes of the Land Transfer Act.

Signature for the Transferee.

N.B. On no account should this margin be used

12 October 1989

Messrs Caudwells  
Solicitors  
P.O. Box 957  
DUNEDIN

ONCT737613/10 COURTHILL  
STATION LIMITED

It is not possible for a lessee to effect  
subdivision of Crown Land without the  
consent of the Land Settlement Board.  
Please clarify.

*W. H. Jones  
Land Settlement Board*



CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Kenneth Ross Taylor of Alexandra, Consultant

HEREBY CERTIFY-

1. THAT by Deed dated the 27th day of April 1989 copies of which are deposited in the Land Registry Offices at

AUCKLAND (North Auckland Registry) and there numbered C001436  
BLENHEIM (Marlborough Registry) and there numbered 146772.1  
CHRISTCHURCH (Canterbury Registry) and there numbered 804899/1  
DUNEDIN (Otago Registry) and there numbered 730369/1  
GISBORNE (Poverty Bay Registry) and there numbered 174827.1  
HAMILTON (South Auckland Registry) and there numbered 878068.1  
HOKITIKA (Westland Registry) and there numbered 082407  
INVERCARGILL (Southland Registry) and there numbered 163397.1  
NAPIER (Hawkes Bay Registry) and there numbered 511492.1  
NELSON (Nelson Registry) and there numbered 289067.1  
NEW PLYMOUTH (Taranaki Registry) and there numbered 360964.2  
WELLINGTON (Wellington Registry) and there numbered 8007299.2

LANDCORP MANAGEMENT SERVICES LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and conditions set out in the said Deed.

2. THAT at the date hereof I was a Consultant of LAND CORPORATION LIMITED at Wellington.
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 said LANDCORP MANAGEMENT SERVICES LIMITED or otherwise.

SIGNED at Alexandra  
this 13th day of March  
1989

*Kenneth R. Taylor*

LAND CORPORATION LIMITED

Memorandum of Dealing with Lease or Licence

LEASE OR LICENCE NO... P. 378 ..... Registered in Vol..... Folio.....

NAME OF PRESENT LESSEE /=~~LICENSEE~~= COURTHILL STATION LIMITED A DULY INCORPORATED...  
COMPANY HAVING ITS REGISTERED OFFICE IN ALEXANDRA

DESCRIPTION OF LAND... RUN 497, CAIRNHILL SURVEY DISTRICT

Area... 920.6598 ..... ha

NATURE OF DEALING AND PARTY... TRANSFER TO PHILIP CHARLES LUCAS

To the District Land Registrar, Dunedin

I certify that the above dealing was consented to in terms of Section 89 of the  
Land Act 1948 on the ... 13th ... day of ... March ... 1989.

SIGNED for and on behalf of  
HER MAJESTY THE QUEEN pursuant to a )  
Deed lodged with the District Land ) LAND CORPORATION LIMITED by its Attorney  
Registrar as No. 681189/2 by )  
LAND CORPORATION LIMITED )  
by its Attorney Kenneth Ross Taylor.)  
in the presence of

Witness:..... *Admitt*

Occupation:.. Land Administration Consultant..

Address:..... 4 Limerick Street

ALEXANDRA

Advice to Land Corporation Limited, ALEXANDRA

The above transaction was registered on the ... 4th ... day of May ...  
... 1980 ... as No. 757621/4

New Address:.. Gorge Creek, RD 4, ALEXANDRA

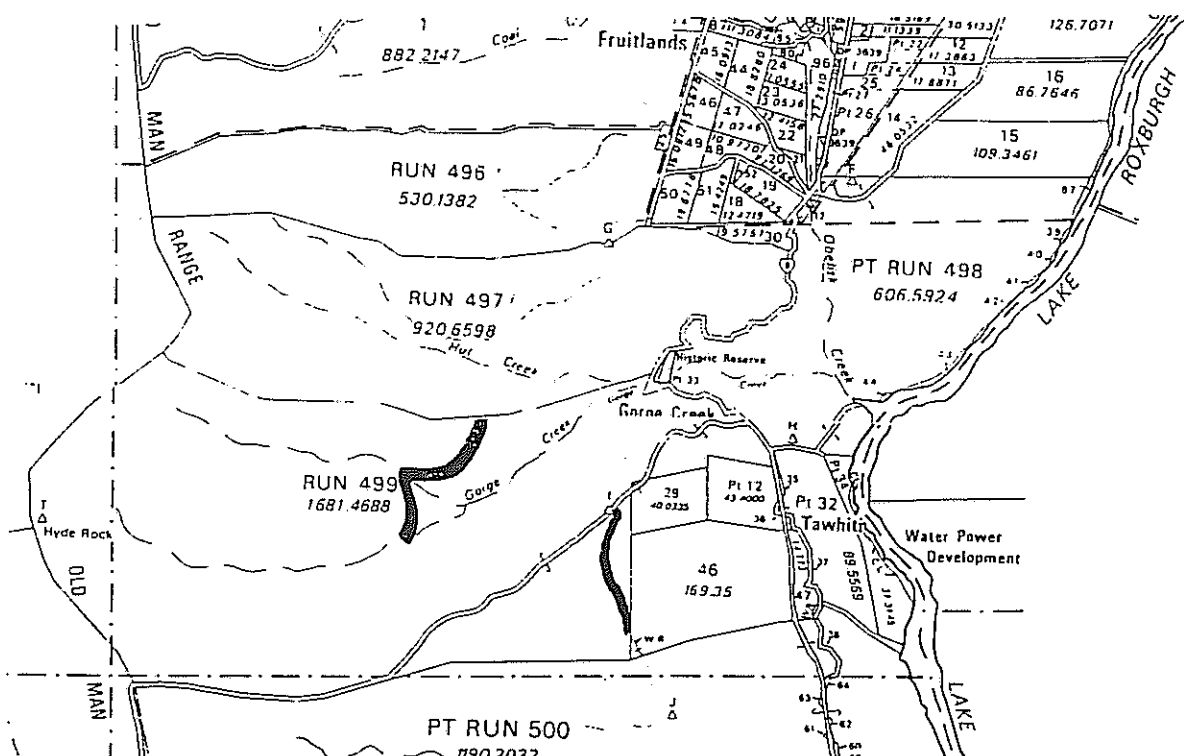
Local Authority:.. Central Otago District Council

Valuation Reference:.....

Ex LINZ - Dunedin

(5)

Reserve & Race Easement



CROWN COPYRIGHT RESERVED  
Approved for internal reproduction  
by Last Chance Irrigation Company Ltd  
in terms of Licence No OT 1994 / 39

### OPTIONAL EASEMENTS IN GROSS

Purpose	Comprised in	Shown	Servient Tenement	Grantee
Right Convey Water	CL 338 / 117		Runs 498 & 499 Cairnhill, Obelisk & Teviot SDs. Sec 67 Blk II & Secs 39 - 44 Blk III Cairnhill SD	Last Chance Irrigation Company Ltd

## Plan of Easement Over Runs 498 & 499 Cairnhill Obelisk & Teviot SDs. Section 67 Block II & Sections 39 - 44 Block III Cairnhill SD

OTAGO LAND DISTRICT  
CENTRAL OTAGO D.C.

SCALE 1 : 75,000  
DATE: September 1994

Prepared by MCGEORGE & ELDER  
SURVEYING CONSULTANTS

LC 25

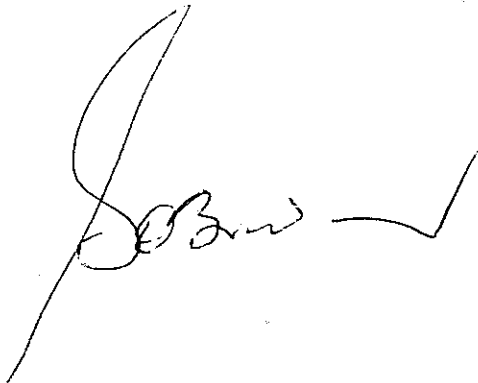
PRO

Handwritten signatures and initials, including 'AC' and 'R'.

-7-

Dated the 2nd day of June 1995

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



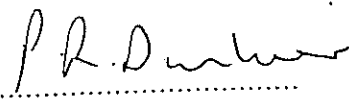
Witness .....


Occupation .....

Address .....

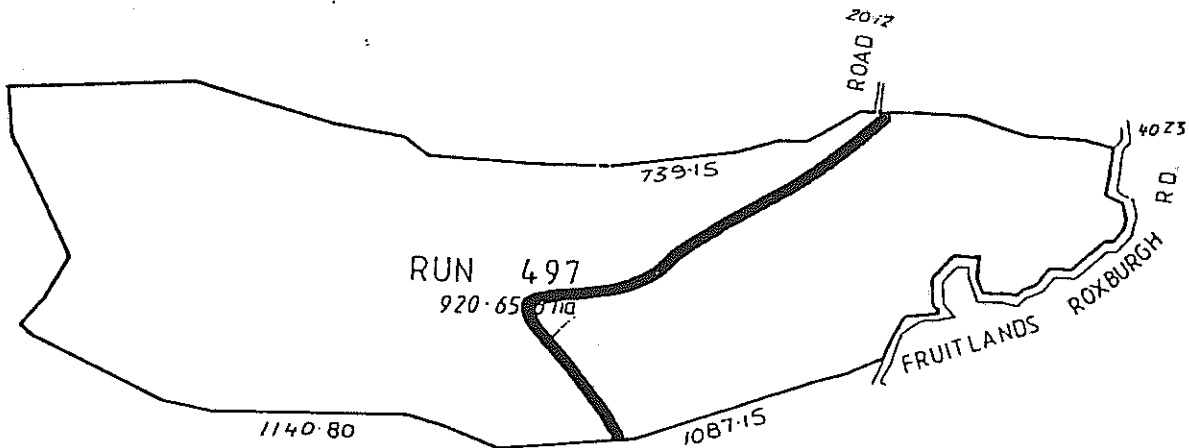
SIGNED by the LAST )  
CHANCE IRRIGATION )  
COMPANY LIMITED by )  
the affixing of its common )  
seal in the presence of: )



Director... 

Director... 





Total Area 920.6598 ha

### OPTIONAL EASEMENTS IN GROSS

Purpose	Comprised in	Shown	Servient Tenement	Grantee
Right to Convey Water	CL 13A / 1348		Run 497 Blk III Cairnhill SD	Last Chance Irrigation Company Ltd

## Plan of Easement Over Run 497 Block III Cairnhill S.D.

GO LAND DISTRICT  
 RAL OTAGO D.C.

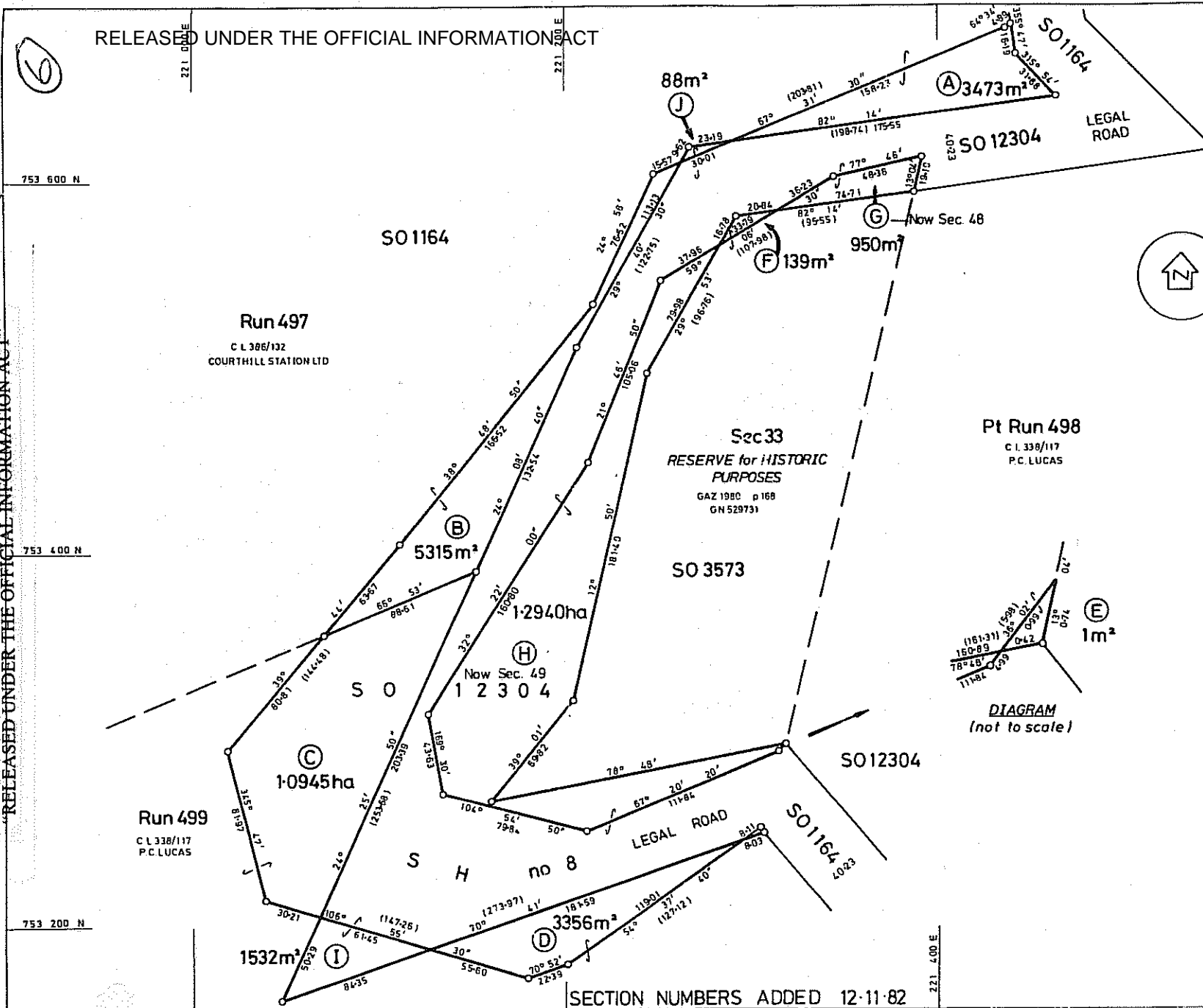
SCALE 1 : 40,000  
 DATE: September 1994

Prepared by MC GEORGE & ELDER  
 SURVEYING CONSULTANTS

LC 26

LD

*[Handwritten signatures]*



# Schedule of Areas

## SHOWN DESCRIPTION AREA

### LAND TO BE DECLARED ROAD

Area	Description	Area
A	Pt Run 497	3473 m <sup>2</sup>
B	Pt Run 497	5315 m <sup>2</sup>
C	Pt Run 499	10945 ha
D	Pt Run 499	3356 m <sup>2</sup>
E	Pt Sec 33	1 m <sup>2</sup>
F	Pt Sec 33	139 m <sup>2</sup>
		23229 ha

### ROAD TO BE STOPPED

Area	Description	Area
Now Sec 48G	Adj. Pt Sec 33	950 m <sup>2</sup>
Now Sec 49H	Adj. Pt Sec 33	12941 ha
I	Adj. Pt Run 499	1532 m <sup>2</sup>
J	Adj. Pt Run 497	88 m <sup>2</sup>
		1551 ha

## APPROVED AS TO LAYOUT

See Plan File

## DISTRICT COMMISSIONER OF WORKS

DATUM: GEODETIC 1949

ORIGIN: TRIG A  
NORTH TAIERI CIRCUIT  
FALSE ORIGIN 700000mN  
3000000mE

Total Area 3.8739 ha

Comprised in

1 PHILIP JOHN NAPPER of DUNEDIN

Registered Surveyor and holder of an annual practicing certificate hereby certify that this plan has been made from Surveys executed by me or under my direction that both plan and Survey are correct and have been made in accordance with the regulations under the Surveyors Act 1956

Dated at DUNEDIN this 28th day of JUNE 1982 Signature *[Signature]*

Field Book 2160 p 42-44, 50-52 Traverse Book 215 p 112-113

Reference Plans SOs 12304, 1164, 3573

Examined *[Signature]* Correct *[Signature]*

Approved as to Survey

27.7.82 Chief Surveyor

Deposited this day of

District Land Registrar

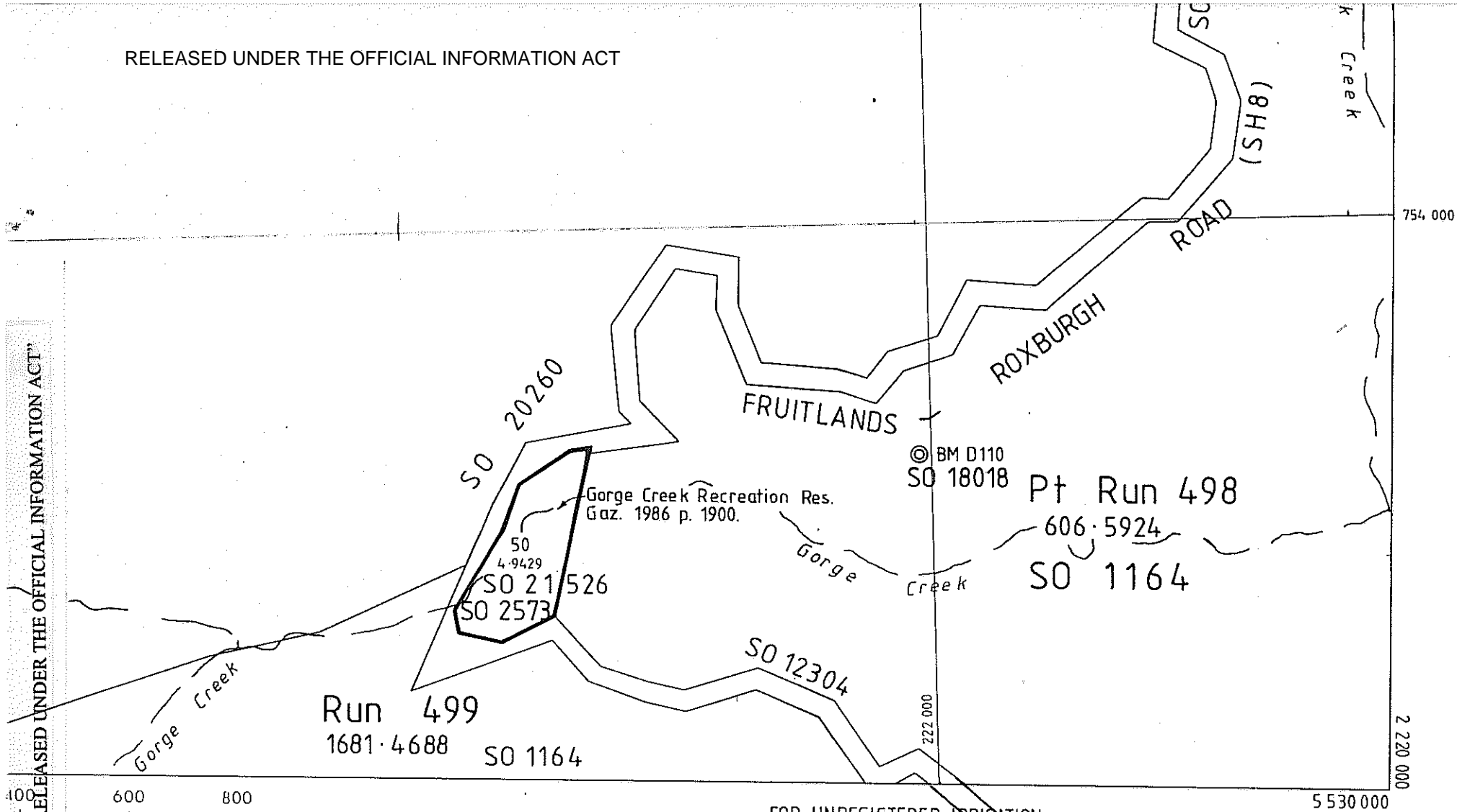
File 9/208 8/201/31  
Received 9-6-82  
Instructions Job 81/62

SO 20260

LAND DISTRICT OTAGO RM811  
SURVEY BLK. & DIST. III CAIRNHILL  
NZMS 177 SHEET NO. 143

LAND TO BE DECLARED ROAD  
AND ROAD TO BE STOPPED

LOCAL AUTHORITY VINCENT COUNTY  
Surveyed by P.J. NAPPER  
Scale 1:1500 Date DEC. 1981



RELEASED UNDER THE OFFICIAL INFORMATION ACT

1:10000  
0 200 400 600 800

are shown thus:  
0342  
are are expressed thus:  
552  
552 square metres

**MINING PLANS SHOWN SLOPING.**  
For marginal strip details  
on this record sheet see  
the following plans

**For marginal strip details  
on this record sheet see  
the following plans SO 13174**

FOR UNREGISTERED IRRIGATION  
EASEMENTS REFER IRRIGATION  
INDEX.

**G42/2.4**

Produced by the Department of Survey and Land  
Information under the authority of the Surveyor General.  
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PROHIBITED without permission of the Chief Surveyor.

OPUS INTERNATIONAL CONSULTANTS LIMITED  
DUNEDIN OFFICE

Project Number NLI 0201 155YD



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

**LAND STATUS REPORT for Gorge Creek / Court Hill**

Property 1 of 2

Land District	Otago
Legal Description	Part Runs 499 & 498 and Sections 67 Block II, Sections 39 to 44 [inclusive] Block III Cairnhill SD.
Area	2273.6143 ha See notes below.
Status	Crown Land held under Pastoral Lease P 96
Instrument of title / lease	338/117
Encumbrances	Subject to 1) Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 registered as 814568. 2) Memorandum of Transfer in gross to convey water registered as 885293 [CT 16D/995]. 3) Compensation Certificate under the Public Works Act 1981 registered 930033 4) Compensation Certificate under the Public Works Act 1981 registered 931954
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 06 July 1999

Prepared by G Patrick  
Crown Accredited Agent Opus International Consultants Ltd, Dunedin



Certified correct as to status



Max Haydn Warburton

Chief Surveyor

Land Information New Zealand, Dunedin.

3 / 3     1999 2000

**Notes** - This information does not affect the status of the land but was identified as may be requiring further investigation at due diligence stage. See Pastoral Standard 6.

Several parcels of this lease have been acquired for road. See New Zealand Gazette 1998 page 2088. To date this Notice has not been registered against the lease.

There are two Compensation Certificates registered against the lease. New Zealand Gazette 1998 page 2088 appears to deal with the Agreement protected by Comp Cert 931954. Part of the land has been taken for road and as part of the consideration stopped road is to be incorporated into the lease. There have been no such incorporations to date.

**NOTE :** New Zealand Gazette 1998 page 2088 does not deal with an area of severance being Part Run 498 [1.3704 ha]. It appears that this should be acquired for incorporation into 13A/1348. *Nor does it deal with an area of 2.5723 ha [6r-1r-17p].*

Agreement dated 20 June 1997[ LINZ file 5350-C8066-3229].

The action under Comp Cert 930033 appears uncompleted.

This lease adjoins the Gorge Creek Recreation Reserve [Section 50 Block III Cairnhill SD 4.9429 ha]. From NZMS 260 G42 there does not appear to be a boundary fence between the two areas.

Research Data: Some items may be not applicable

Property	1	of	2	Gorge Creek / Courthill
SDI Print Obtained	Yes / No			
NZMS 261 Ref	G42 and G42			
Local Authority	Central Otago District Council			
Crown Acquisition Map	Kemp			
SO Plan	<p>SO 13126 of December 1961 being a plan of Road to be closed.  SO 1164 of March 1911 being a plan of Mt Bengier Runs.  SO 13459 of November 1963 being a plan of Land to be taken for water power development.  SO 12304 of March 1965 being a plan of land to be taken for road and road to be stopped.  SO 20260 of December 1981 being a plan of Land to be declared road &amp; road to be stopped.</p>			
Relevant Gazette Notices	<ul style="list-style-type: none"> <li>- GN 248550 New Zealand Gazette 1962 page 1111 Road closed [SO 13126].</li> <li>- GN 299904 New Zealand Gazette 1966 page 689 Taking leasehold estate for water power development.</li> <li>- GN 318099 New Zealand Gazette 1967 page 1374 Taking Crown Land for water power development [See 299904]</li> <li>- New Zealand Gazette 1998 page 2088. Note this has not been registered.</li> </ul>			
CT Ref / Lease Ref	<ul style="list-style-type: none"> <li>- CT 16D/995 [Irrigation]</li> <li>- Certificate of Incorporation registered as 250422</li> <li>- Certificate of Incorporation registered as 310123</li> <li>- Memorandum of Renewal registered as 696668</li> <li>- Comp Certificate registered as 930033</li> <li>- Comp Certificate registered as 931954.</li> </ul>			
Legalisation Cards	<p>SO 1164 None.  SO 12304 Attached.  SO 13126 None.  SO 13459 Attached.  SO 20260 Attached.</p>			
CLR	Confirms land under Pastoral Lease.			
Allocation Maps (if applicable)	G42 & G43 nothing found.			
VNZ Ref - if known	Not applicable.			
Crown Grant Maps	Not applicable.			

RELEASED UNDER THE OFFICIAL INFORMATION ACT / Courthill Property of [redacted]	
If Subject land Marginal Strip : a) Type [Sec 24(9) or Sec 58]  b) Date Created  c) Plan Reference	a) No information found to suggest any marginal strips exist within or adjoining lease.  b)  c)
If Crown land – Check Irrigation Maps.	See CT 16D/995 – Last Chance Irrigation Company Ltd.
Mining Maps	Nothing found.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989  b) By Proc	a) SO Plan                      Not applicable b) Proc Plan c) Gazette Ref
Other Relevant Information a) Concessions – Advice from DOC or Knight Frank.  b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998  c) Mineral Ownership  d) Other Info	a)  b)  c) Either  <input type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase.  <input type="checkbox"/> Contained in [provide evidence].  d)

**INTERNATIONAL CONSULTANTS LIMITED**  
**OFFICE**

Ref NLI 0201 155YD



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

**LAND STATUS REPORT for Gorge Creek / Court Hill**

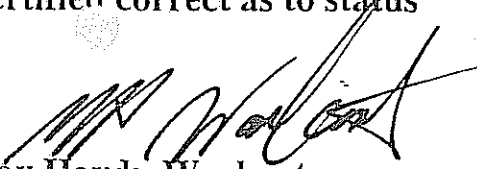
Property 2 of 2

Land District	Otago
Legal Description	Run 497
Area	919.7810 ha See Notes below.
Status	Crown Land held under Pastoral Lease P378
Instrument of title / lease	13A/1348
Encumbrances	Subject to - Fencing Covenant registered as 753613/4. - Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 registered as 814568. - Memorandum of Transfer in gross to convey water registered as 885293 [CT 16D/995]. - Compensation Certificate under the Public Works Act 1981 registered 931954
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 07 July 1999

Prepared by G Patrick  
 Crown Accredited Agent Opus International Consultants Ltd, Dunedin

Certified correct as to status



Max Haydn Warburton

Chief Surveyor

Land Information New Zealand, Dunedin.

3 / 3 /1999 2000

**Notes** – This information does not affect the status of the land but was identified as may be requiring further investigation at due diligence stage. See Pastoral Standard 6.

Two parcels "A" & "B" on SO 20260 have been acquired for road. See New Zealand Gazette 1998 page 2088. To date this Notice has not been registered against the lease.

In terms of Comp Cert 931954 it appears that part of the land has been taken for road and as part of the consideration areas of stopped road are to be incorporated into the lease. This has not yet been undertaken. Agreement dated 20 June 1997[ LINZ file 5350-C8066-3229].

This Pastoral Lease issued on subdivision of P240 registered as 386/132. A condition of that lease was that the Crown reserved the right to enter onto the land to lay construct, maintain, repair etc water races drains or other works without compensation. **This condition may still be applicable**

Research Data: Some items may be not applicable

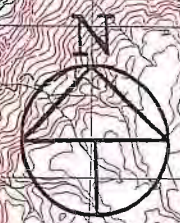
Property	2	of	2
SDI Print Obtained	Yes / No		
NZMS 261 Ref	G42		
Local Authority	Central Otago District Council		
Crown Acquisition Map	Kemp		
SO Plan	<p>SO 1164 of March 1911 being a plan of Mt Bengier Runs.</p> <p>SO 12304 of March 1965 being a plan of land to be taken for road and road to be stopped.</p> <p>SO 20260 of December 1981 being a plan of Land to be declared road &amp; road to be stopped.</p> <p>SO 24609 of June 1997 being a plan of road to be stopped.</p>		
Relevant Gazette Notices	New Zealand Gazette 1998 page 2088. Note this has not been registered.		
CT Ref / Lease Ref	<ul style="list-style-type: none"> <li>- CT 16D/995 [Irrigation]</li> <li>- Memorandum of Renewal registered as 696668</li> <li>- Comp Certificate registered as 931954.</li> <li>- Fencing Covenant 753613/4</li> <li>- CL 386/132</li> </ul>		
Legalisation Cards	<p>SO 1164 See Report 1.</p> <p>SO 12304 See report 1</p> <p>SO 20260 See report 1.</p>		
CLR	Confirms land under Pastoral Lease.		
Location Maps (if applicable)	G42 nothing found.		
VNZ Ref - if known	Not applicable.		
Crown Grant Maps	Not applicable.		
<b>If Subject land Marginal Strip :</b> <b>a) Type [Sec 24(9) or Sec 58]</b>  <b>b) Date Created</b>  <b>c) Plan Reference</b>	<p>a) No information found to suggest any marginal strips exist within or adjoining lease.</p> <p>b)</p> <p>c)</p>		

Research ~~Released Under~~ THE OFFICIAL INFORMATION ACT

Property	2	of	2
If Crown land – Check Irrigation Maps.			
See CT 16D/995 – Last Chance Irrigation Company Ltd.			
Mining Maps			
Nothing found.			
<b>If Road</b> a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989  b) By Proc			
a) SO Plan    Not applicable  b) Proc Plan  c) Gazette Ref			
<b>Other Relevant Information</b> a) Concessions – Advice from DOC or Knight Frank.  b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998  c) Mineral Ownership  d) Other Info			
a)  b)  c) Either  <input type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase.  <input type="checkbox"/> Contained in [provide evidence].  d)			



“RELEASED UNDER THE OFFICIAL INFORMATION ACT”

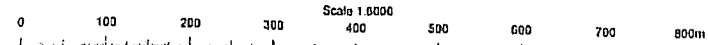


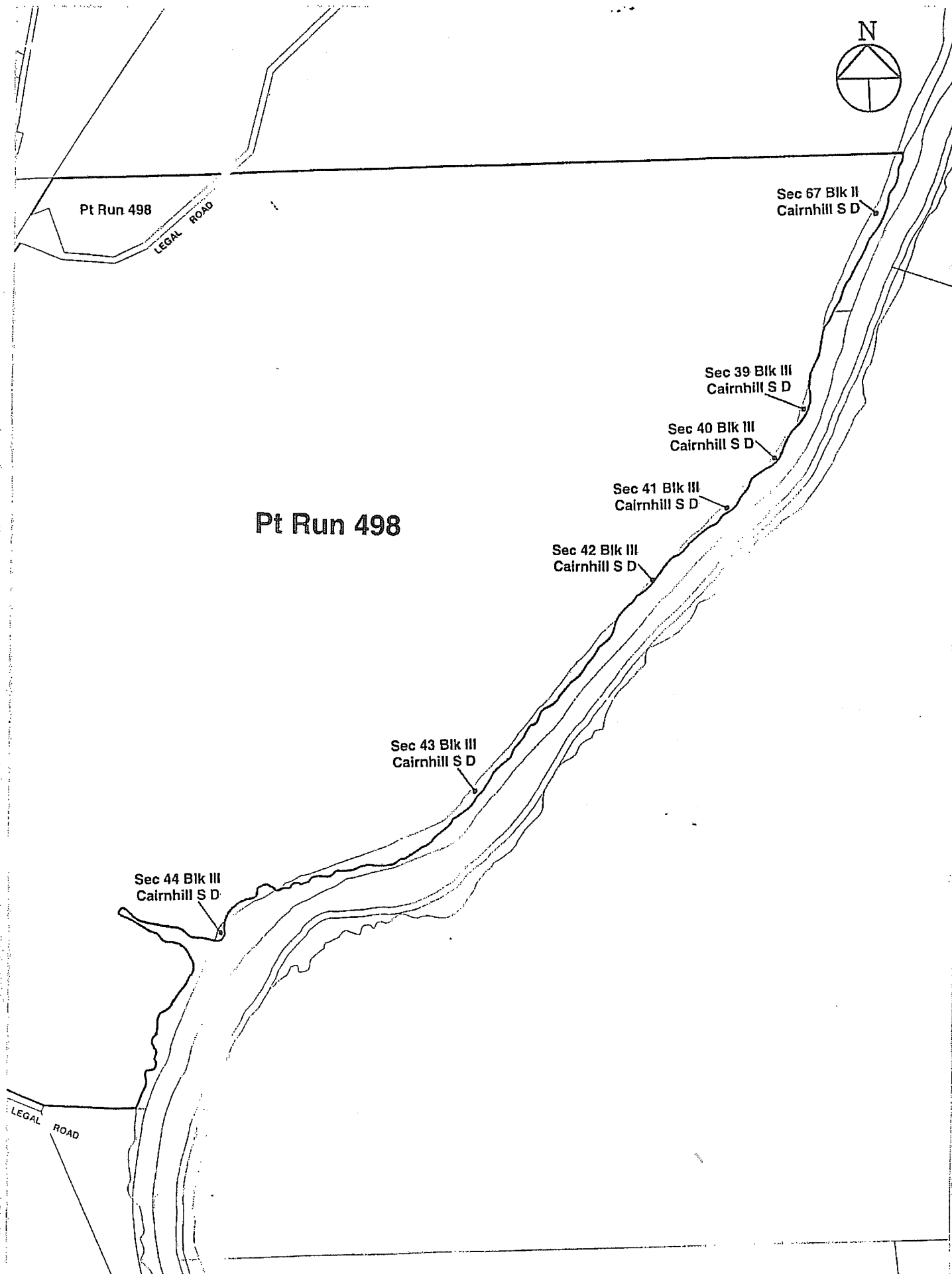
Scale 1:50000

0 500 1000 1500 2000 2500 3000 3500 4000 4500 5000 5500 6000m

Version	1	2	3	4	5
Otago Land District	Sheet 1 of 3				
NZMS 260 G42 & G43	Date 7/7/1999				







Gorge Creek & Court Hill Stations

Scale 1:10000  
0 200 400 600 800 1000 1200m

Version	1	2	3	4	5
Otago Land District					
NZMS 260 G38 & G39					

Sheet 3 of 3  
Date 7/7/1999