

Crown Pastoral Land Tenure Review

Lease name : Dome Hills II

Lease number : PO 261

Lease name : Dome Hills Station

Lease number : PO 170

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.

Copied November 2002

DUE DILIGENCE REPORT TO THE COMMISSIONER OF CROWN LANDS

Released under the Official
Information Act

KF REF: Po 170 **LINZ REF:** **CASE NO:**

LEASE NAME: Dome Hills I & II **LESSEE:** Dome Hills Limited

LOCATION:

The two adjoining pastoral leases that make up Dome Hills cover the entire upper catchment of the Kakanui River on the north eastern flank of the Kakanui Range some 50 km north west of Oamaru. Access to the property is via McKenzies Road, which leads out into the Waitaki Valley at Duntroon, some 30 km distant.

DATE OF THIS REPORT:

29 June 1999

LEASE DETAIL:

Land Tenure: Pastoral Lease under Section 66 of the Land Act 1948.
(Pastoral Lease Nos. Po170 and Po261)

Po170 Dome Hills I:

Legal Description: Section 7 and 1278R, Block IV and Part Run 504 Kakanui Survey District being all land held in Certificate of Title CL 386/49 (Otago Registry).

Area: 2582.4861 hectares.

Term: 33 years from 1 July 1990 to 30 June 2023

Rental Value: \$150,000

Annual Rent: \$2,250

Date of Next Review: 1 July 2001

Stock Limit in Lease: 2640 sheep and 39 cattle

Current Personal Limitation: See below combined lease limitation.

Po261 Dome Hills II (Original Name-Garguston Station):

Legal Description: Section 10, Block IV and Part Run 861 Kakanui. Survey District being all land held in Certificate of Title CL A2/1227 (Otago Registry).

Area: 4831.3549
(This is correct area after adjusting for an error on the CT—see Summary of Lease Document)

Term: 33 years from 1 July 1993 to 30 June 2026

Rental Value: \$240,000

Annual Rent: \$3,600

Date of Next Review: 30 June 2004

Stock limit in Lease: 4400 sheep (including not more than 2200 breeding ewes).

Current personal limitation for both leases combined:

12750 Sheep (including not more than 3500 breeding ewes).
550 Cattle (including not more than 460 breeding cows).

When run in conjunction with a shared 247 ha freehold parcel an overall limitation of:

13800 Sheep (including not more than 3500 breeding ewes).
650 Cattle (including not more than 460 breeding cows).

LAND STATUS REPORT SUMMARY:

Land Status Report prepared by approved person attached.

SUMMARY OF FEATURES FROM TOPOGRAPHICAL AND CADASTRAL DATA:

No major national grid power transmission lines cross the property (both runs). No transmitter sites are recorded as present.

Riparian margins are recorded on the full length of Deep Creek across Run 681 and a major section of the North Branch of the Kakanui River affecting both Runs.

The Cadastral Map shows the margin of the North Branch of the Kakanui River terminating at the southern boundary between Run 504 and 681 but from the SO 2291 the actual margin extends a further 5km (approximately) into Run 681. This addition has not as yet been shown on the Cadastral maps. It appears that all required riparian margins have been established on both Runs.

Fenced boundaries are on or near to their legal line as far as can be determined without survey.

Mining site remnants are known to exist in the nearby Marewhenua River but none of significance are recorded on the property.

A water race is noted on maps at the head of the Awamoko Stream leading to Section 7. Nothing is known about this race.

The lease has a number of legal roads affecting it:

- (1) A legal Road (McKenzie's) runs the length of the northern property boundary (outside it) along the Pisgah Spur to the top of Mount Pisgah. This road is formed and gravelled up to the airstrip, the rest is farm track which apart from one section generally follows the legal line.
- (2) A paper road runs from the North Branch of the Kakanui River as it exits the property southward up the faces across Run 681 to meet the boundary with the neighbouring Balmoral Station. Topographical maps show a farm track exists closely following the legal line. *(This is known to be a legal access easement in favour of Balmoral Station.)* *untrue*
- (3) A short paper road is shown on the Cadastral map from the Balmoral Huts and yards cutting across Run 504 to join McKenzies Road. Topographical maps show this exists only as a short section of unformed road or non existent along its line. *The legal access easement actually runs from Balmoral Hut to North Branch Kakanui then from the south end of the legal road - up Kakanui River*
- (4) Balmoral Road, that descends from the Balmoral huts and yards to the North Branch of the Kakanui River, is shown on topographical maps as being an unformed road, of farm track status.

SUMMARY OF LEASE DOCUMENT (Certificate of Title):

The legal descriptions, areas (including a 253 sq.m. error on Certificate of Title for Dome Hills II), base stock limitations and commencement dates of the pastoral leases on Crown files held by Knight Frank are in agreement with the Certificate of Titles.

Po170 Dome Hills I (Certificate of Title 386/49- Otago Registry):

No non-standard covenants exist on the lease

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

420573 Part Run 504 Block IV Kakanui District herein is now known as section 10 Block IV Kakanui District (Area 35.830 ha.).

425467 Surrender of the Lease as to Section 10 Block IV Kakanui District (35.8300 ha) as hatched black on the diagram herein produced 5 July 1974.

45370 Certificate of Alteration altering the terms, covenants and conditions of the within lease.31.3.76 (Combining of stock limitations for both runs) -31.3.1976.

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.

464302 Agreement under Soil Conservation and Rivers Control Act 1941- 20 August 1976.
(Discharged 31 January 1995)

615366. Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 25 May 1984. (Discharged 28 May 1996)

484690/8 Transfer granting a right of way over part of the within land shown on SO18336, SO 18337 and SO18338 appurtenant to part of Runs 681 and 682 (Certificate of Title A2/1323) - 13 September 1977. (Access right to allow access through property to Po265 "Balmoral").

754584/1 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1 July 1990 and fixing for the first 11 years the annual rent at \$2,500 calculated on the rental value of \$150,000 - 18 May 1990.

No other easements or right of ways are registered.

Po 261 Done Hills II (Certificate of Title A2/1227 Otago Registry):

The Certificate of Title has an error in the calculations of the total area shown on the map associated with the lease. The Land Status report from OPUS varies from the Certificate of Title in total lease area. The fault was identified on the Certificate of Title as the map area calculations contained an omission of 253 sq. metres (10 perches) related to the entry of an area adjustment - 315014 - 12 June 1967.

No unusual covenants exist on the Lease Document

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

232174 Certification by the Commissioner of Crown Lands certifying that an area of 74 acres formally being part of the land in Pasturage Licence entered in Vol. 337 Folio 145 of which this lease is in renewal is excluded from the within lease and set aside for riverbank reserve. (The lease document starts with this area excluded for area calculations.)

232176 (Incorporating an area of 325 acres into the lease on the Western Boundary) - 20 April 1961.

252052 (Surrender of 1 acre of land from lease - old yards to be incorporated into adjacent lease 6 November 1962).

315014 - (Incorporating Section 38 Tokaraki settlement - 93 acres - 1 rood - 10 perches into lease. This is the transaction that was incorrectly entered on the map area in the Certificate of Title by the omission of the 10 perches) 12 June 1967.

374172 Variation of Lease varying the covenants and conditions of the within lease (Combining of stock limitations for both runs) 9 August 1971

425466 - (Surrender of 37.7622 ha of land from lease - Section 38 Block VIII Maerewhenua Survey District) 5 July 1974.

42468 (incorporating Section 10 Block IV Kakanui District 35.8300 ha into lease. 5 July 1974

465302 - (Discharged (1985) Soil And Water Conservation Agreement - Farm Plan. 20 August 1976.

615366 - Discharged (1996) Soil And Water Conservation Agreement-Farm Plan. 25 May 1984

484690/8 Transfer granting a right of way over part of the within land shown on SO 18336, SO 18337 and SO 18338 appurtenant to part of Runs 681 and 682 (Certificate of Title A2/1323). 13 September 1997. (Access right to allow access through property to Po265 "Balmoral")

890388 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1 July 1993 and fixing for the first 11 years the annual rent at \$3,600 plus GST calculated on the rental value of \$240,000 - 4 September 1995.

No other easements or right of ways are registered.

Neither lease appear to have any form of mining or prospecting licence over them. The history of these two leases is complicated by the various changes of small parcels of land, access easements, road incorporations, lease additions and withdrawal of riparian margins. Apart from the error in total lease area shown on the map of Po261 the Certificates of Title appear to raise no outstanding issues.

SO's related to the Access Easements (SO 18338) and riparian margins at lease formation (SO 1065, SO 2291 and SO 2290) were searched and are attached to this report. (Note: The withdrawal of 44 acres for riparian margin on renewal of Po170 is not registered on the Certificate of Title but the area of the lease was adjusted for it. The 74 acres withdrawn from Po 261 at renewal was registered on the CT).

No other registration searches are judged to be necessary.

DETAILS OF ANY NEIGHBOURING CROWN OR CONSERVATION LAND.

The Otago Conservation Management Strategy Land Inventory identifies a Public Conservation Reserve (I41089) around Kakanui Peak bounding the southern corner of Po261. This 690 ha high altitude area has tussock grassland/ fellfield values.

The Dansey Protected Natural Areas Survey has been completed covering the property. The Conservation inventory also shows the riparian strips on Deep Creek and part of the North Branch of the Kakanui River. The additional extension to the margin on the North Branch of the Kakanui River (*as discussed in the section on Cadastral data*) is not shown.

No other crown or Conservation lands have been identified.

FILE SEARCH:

The property records have been searched (*See attachment 2 for details*).

With the exception of Volume 1 Po261 which was missing (*Folios 1-292 Pre 1949 - 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.

The file search revealed no uncompleted actions.

No reference could be found regarding the water race near Section 7 on Po170. This should be investigated further.

No other areas of potential liabilities or uncompleted actions could be identified.

GOVERNMENT APPROVED PROGRAMMES APPROVED FOR LEASE.

The property was not involved in the Rabbit and Land Management Programme.

A Catchment Board Run Plan was carried out on the combined leases (*between 1976 - 83*) involving erosion control fencing, cattle proofing boundary fences, cattle access tracks and some aerial oversowing. A small second stage programme involving erosion control fencing was undertaken from 1984 -1995. No retirement was involved.

All obligations related to these plans have expired and the registered agreements were removed from the title in 1995/96.

No implications are seen from these expired plans.

UNCOMPLETED ACTIONS AND POTENTIAL LIABILITIES TO THE COMMISSIONER:

Despite a complicated history, these two leases do not contain any identifiable factors that could cause significant problems or liabilities to the Commissioner in the tenure review process.

The Commissioners attention is drawn to the following:

- (1) The riparian margins all appear in place *(even though the last processing entry in 1993 SO 2291)* has not yet made it to the Cadastral Map.
- (2) One water race shown on the topographical maps on Po170 near Section 7 needs to be investigated further as to its status as no records relating to it were identified.
- (3) The Status Check found an error in marginal strips SO 's 2290 and 2291. *(See Status Report notes for Dome Hills I)*. While correction is suggested to avoid the possible future conflict, no liability on the commissioner is seen attached to this.
- (4) The small area error found in the Certificate of Title map addition *(see Summary of Lease documents section for Dome Hill II)* has been duplicated on all documentation to date. For accuracy it is suggested that this be rectified by the appropriate authority.

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:

P. R. Lier
Consultant 25/8/99

Kenneth R Taylor
Manager 25/8/99.

Approved/Declined

Commissioner of Crown Lands / /

ATTACHMENTS:

- (1) Recent title search for each tile considered
- (2) Full list of information sources considered.
- (3) Land Status Check report from qualified person.
- (4) S0 2291, 2291, 1065, and 18338.

Pastoral Lease of Pastoral Land under the Land Act, 1948
No. P. 261

No. P. 261

This Deed, made the 14th day of June 1884, between the said JAMES THORP PRESTON and the said QUEEN

first day of March, one thousand nine hundred and sixty
(who, with his heirs and successors, is hereby and forever assigned to us "the Lessor"), of the one part, and
of CANARU, in the Dominion of New Zealand, and permitted to
RESEFFARNER (who, with his executors, administrators, and permitted assigns,
is hereinafter referred to as "the Lessee"), of the other part, WITHIN SETTLED
that, in consideration of the sum hereinafter reserved, and of the covenants,
conditions, and agreements hereinafter contained or implied and on the part of the
Lessee to be paid, observed, and performed, the Lessor doth hereby demise and
give unto the Lessee ALL those pieces or parcels of land containing by
more or less
acres and
situated in the Land District of
Purewa 681 Rakanui Survey District
Otago, and being

See diagram on separate sheet

The amount referred to as "the said fund", as the name ^{is} more particularly
 defined in the plan drawn hereon and therein referred to in outline,
 together with the rights, easements, and appurtenances thereto belonging. TO
 HOLD the said premises intended to be hereby donated unto the Mayor for the
 term of thirty-three years, commencing on the first day of July
 one thousand nine hundred and sixty together with
 the period between the date of the above and the aforesaid first day" of
 July, one thousand nine hundred and sixty,
 Yielding and paying thereon during the said term unto the Department of Lands
 and Survey at the Principal Land Office for the said Local Districts of
 the clear annual rent of Three hundred and
 eighty-five (£ 385. - -) 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, in respect of the improvements specified in the schedule
 hereto the sum of (£)
 by a cheque of
) (the receipt of which sum is hereby acknowledged and

AND the Lessee doth hereby covenant with the Lessor as follows that he to say:-

1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter agreed by these Articles; and also will pay and discharge all taxes, rates, assessments, and outgoings whatsoever that may or do thereafter fall on or become levied, or payable in respect of the said land or any part or parcel thereof during the term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thenceforth throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land lawfully for his own use and benefit and will not transfer, assign, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times fence the said land legally and in a satisfactory manner according to the rules of good husbandry and will tend in any way required works.
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 keep all live fences and hedges, stone and sheep cotes and all other fences and walls and comply strictly with the provisions of the Native Woods Act, 1908-1956.
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 Game and Fishery Act, 1908-1956.
7. THAT the Lessee will clean and clear from weeds and brush upon all creeks, ditches, drains, and waterways 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 do any thing without the consent of the Commissioner after the obtaining of any such work of improvement or any or divers 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 standing thereon, save those of any part of them.
9. THAT the Lessee will remove 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 with the Commissioner's written sanction, and will before the removal of the day of which any such building becomes liable for destruction, demolish or pull down or cause to be demolished or pulled down every such building and, not later than the removal of the day of which any such building becomes liable for destruction, demolish or pull down or cause to be demolished or pulled down every such building and, not later than the removal of the day of which any such building becomes liable for destruction, demolish or pull down or cause to be demolished or pulled down every such building.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, - first remove any or where on such terms and conditions (including the payment of any such money, tax, or bonus either the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such house or tenement is required for any agricultural, pastoral, horticultural, or building purposes on the said land nor where the house or tenement has been placed by the Lessee.
11. THAT the Lessee shall not except for the purpose of complying with any of the provisions of the Municipalities Act, 1904, burn any rubbish, waste, or refuse on the said land, nor permit any animal, stock, fowl, or game on the said land to be hunted, 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 think necessary.
12. That women and employees of the Department of Fisheries Affairs shall at all times have a right of ingress, egress, and removal over the said land comprised in this lease for the purpose of determining whether such land or any adjoining land is infected with disease, wild birds, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or destroying, 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.

(b) THAT the Lessee shall have the exclusive rights of pasturage over the said land, but shall have no right to the soil;

(c) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1926) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral oil or under the surface of the said land or any adjacent land of His Grace, subject to the payment to the Lessee of compensation for all damage done to his premises as the said land belongs 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 the limits of a farm, 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, horticultural, manufacturing, or building purposes on the said land, but not otherwise;

(d) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provision of section 50 (3) of the Land Act, 1926, a new lease of the land hereby leased as a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years commencing from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this provision for the renewal thereof and all provisions relating to or in relation thereto.

28.6.1999

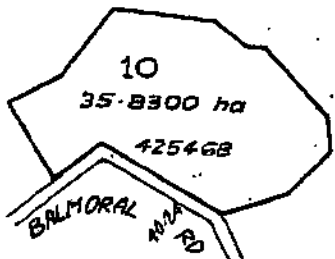
CERTIFIED a true copy of C.T. 424/18 except as to colour and scale (Sheet 2 of two sheets - for memorials see sheet 17) *W.H. King* A.L.R.

REGISTER

Run 504



Diagram No. 3



Scale 1:20000

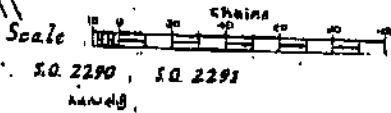
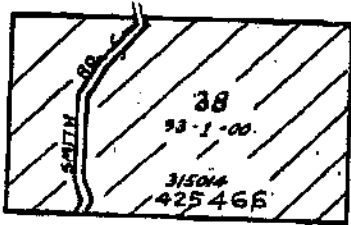


Diagram No. 2



Scale: 20 Chains to an inch

Total Area: 11,850-0-00
 23-1-00
 11,827-0-00
 4833-2618 ha
 + 35-8300 ha 425468
 4869-0918 ha
 - 37-7622 ha 425466
 4831-3296 ha

Part Run 681

11526 acs
 Add 3-8 acs 232175 ✓
 Run 681 = 11851 acs
 Deduct 1 acs 252052 ✓
 11850 acs

Run 682

KAKANUI S.D.

SWINBURN S.D.

Run 206 c

Run 203 c

Register copy for L. & D. 68, 71, 22

A2/1227

Provided that the labor shall, on the termination of the lease, leave the whole of the area that has been ploughed or sown, and properly laid down in good permanent swards and pasture to the satisfaction of the Commission.

[illegible]

(9) THAT if the Reserve shall have been exhausted or diminished the said bank or if he cannot be found or if he should neglect or fail to adhere to comply with the conditions and conditions herein imposed or implied or the satisfaction of the Board Members Board or the Commissioner, on the same day he, as a default for not here then two months in the payment of rent, water, sewer, or other payments due to the Company, shall the said Board Members Board and, subject to the provisions of section 140 of the Land Act 1940, declare this lease to be forfeit, and that without charge or otherwise the Lessee shall forfeit for rent due or becoming due or for any other breach of any covenants or conditions of the lease.

(A) THAT these persons are believed to have acted in a concerted fashion under the leadership of the Defendant, and the provisions of the said Act, and of the regulations made thereunder applicable to such persons shall be binding on all persons upon whom the same shall be so applied as if such provisions had been fully set out herein.

INSTRUMENTS BELONGING TO THE CROWN AND BEING FORGOTTEN BY THE LOST

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

on behalf of the Lessor, hath hereto set his

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

14600000 : 14600000

Ordination: 1968-69

Signature: _____ Date: _____

by the above named applicant, in the manner of—

TV Channel : 2132

تاریخ: ۱۳۹۵/۰۵/۰۵

10-10-68

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 14000 including a maximum of 2200 breeding ewes (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.

Commissioner of Crown Lands.

332.174 California, by the Commissioner of Public
Land certifying that an area of 74 acres found
being part of the land in Pastorage license
submitted in Vol. 337 - Folio 142 of which the
lease is in renewal is excluded from the
within these and records are maintained
where Bureau of Land Survey of the State
Vol. 198. (Census of the land) RLV/ah

Mortgage 442 to (now) 765
 Agency Commission of -
 Agent Cancel 119-2-1939

232175 Certificate of alienation incorporating
in mother's name the Crown Land on the
North Boundary of Run 681 adjo. parcel ✓
also shown (see sketch of plan)
30.9.1961 at 2.59 p.m. as above -

233957 Inverleith James Sharp Preston to the Trustee
 Executors and Assigns Company of her husband
 limited and Police Captain Thompson of Kyeelown
 Sheepfarmers jointly enter 2e) a 1/2 share and 1/2 the
 said Police Captain Thompson 1/2 share and the
 Christopher Sharp Preston of Kyeelown Sheepfarmers a
 (1/2 share) (1/2 share) in common in the said shares
 produced 31.5.1961 at 2045 ac. M. J. Carr
 Trust

[Handwritten:] 2-5606
Investment
[Stamp:] DISCHARGED
19 JUN 68
ALL
[Handwritten:] 2-5606
Investment
limited produced
History

252052. Minerals of within Lease as to the part
Colonel. Held on the floor lease. (core). produced
6-11-1972 at 10:15 AM. (At 10:15 AM)

273743 Transfer to John Trotter and Robert William Acland Trotter both of Kureh Shcepformois- 6.7.1964 at 10.51 am. 6.7.1964 as tenants in common in equal shares

273744 Mortgage to the Bank of New Zealand John Limited - 6.7.1964 at 10.51 am

15 DEC 1947 *Stellar* A.L.B. 15 DEC 1947
✓ [CERTIFIED a true copy of C.T. 424/16]

1 of two sheets - for plan See sheet
2) *W. H. L. A. H. H.*

303659 Transmission of the interest of John Trotter to John Robert McLeod Trotter of Ngapara, Farmer, Robert William McLeod Trotter of Kurow, Farmer and Peter Robert Tollemache Walker of Oamaru, Solicitor as executors entered 8.8.1966 at 11.14am.

Memorials continued on back of Sheet 2.

incorporating in the within Lease
Section 38 Tokarangi Settlement
situated in Block VIII Maerewhenua
District. Area 93 acres
1 road 3 perches bordered green
on diagram hereon and increasing
the Annual Rent to \$405 as from
6 April 1967. Entered 12.6.1967
at 11.17 am.

A.L.R.

322443 Transfer of their $\frac{1}{2}$ share
John Robert McLeod Trotter, Robert
William McLeod Trotter and Peter
Robert Tollemache Walker to the said
Robert William McLeod Trotter -
15.12.1967 at 11.22 am

A.L.R.

322444 Mortgage to The
Robert William McLeod Trotter to The
Dominion Life Assurance Office of New
Zealand - 15.12.1967 at 11.24 am

A.L.R.

322445 Encumbrance to Isabella Minnie
Trotter - 15.12.1967 at 11.26 am

A.L.R.

322446 Mortgage to Catherine Margaret
McLeod McCaw - 29.12.1967 at 11.27 am

A.L.R.

372485 Electricity Agreement under
Section 3 of the Electricity Amendment
Act 1948 entered 11.12.1971 at 11.25 am

A.L.R.

374172 Variation of Lease varying the
covenants and conditions of the within
Lease - 9.8.1971 at 10.50 am

A.L.R.

374173 Transfer to Dome Hills Limited -
9.8.1971 at 10.51 am

A.L.R.

32444 Mortgage to The State Advances
Corporation of New Zealand - 13.12.1970 at 1.49 pm

A.L.R.

390082 Mortgage to The State Advances
Corporation of New Zealand - 8.8.1972
at 1.49 pm.

A.L.R.

425466 Surrender of the within Lease
as to Section 38 Block VIII Maerewhenua
District (27.7622 ha) hatched black on
diagram herein produced 5.7.1974 at
10.51 am (with the consent of the
Mortgagees in Mortgages 390082 and 374174)
- the charge holder under charge (374174)

A.L.R.

425468 Certificate of Alteration
incorporating in within Lease Section 10
Block IV Kakanui District (35.8300 ha)
hatched black on diagram herein
produced 5.7.1974 at 10.53 am

A.L.R.

464302 Agreement under the Soil
Conservation and Rivers Control Act
1941 - 20.8.1973 at 2.53 pm

A.L.R.

484690/8 Transfer granting a right of way over
part of the within land shown on S.O. 18336
S.O. 18337 and S.O. 18338 appurtenant to part
of Lots 681 and 682 (C.T. A2/1323) - 13.9.1977
at 11.13 am

A.L.R.

485976 Mortgage to The Rural Banking and Finance
Corporation of New Zealand - 6.10.1977 at 11.15 am

A.L.R.

498680 Variation of Mortgage 374174 -
26.6.1978 at 1.38 pm

A.L.R.

510626/1 Mortgage to The Rural Banking and
Finance Corporation of New Zealand
- 7.2.1979 at 11.6 am

A.L.R.

510626/2 Mortgage to the Rural Banking and
Finance Corporation of New Zealand
- 7.2.1979 at 11.6 am

A.L.R.

523755/1 Certificate vesting Mortgage 390082
in The Rural Banking and Finance Corporation
of New Zealand - 2.10.1979 at 9.26 am

A.L.R.

28.6.1999

G.T. A2/1227

523755/4 Mortgage to The National
Bank of New Zealand Limited -
2.10.1979 at 9.27 am

A.L.R.

523755/6 Memorandum of Priority ranking
Mortgage 523755/4 as a first Mortgage
Mortgage 390082 as a second Mortgage
Mortgage 510626/1 as a third Mortgage and
Mortgage 510626/2 as a fourth Mortgage -
2.10.1979 at 9.27 am

A.L.R.

540608 Variation of Mortgage
510626/2 - 28.8.1980 at 2.15pm

A.L.R.

549891/1 Mortgage to Australian Mutual Provident
Society - 26.2.1981 at 9.50 am

A.L.R.

549891/2 Memorandum of Priority ranking
Mortgage 549891/1 as first Mortgage, Mortgage
523755/4 as second Mortgage, Mortgage 390082
as third Mortgage, Mortgage 510626/1 as fourth
Mortgage, Mortgage 510626/2 as fifth Mortgage
- 26.2.1981 at 9.50 am

A.L.R.

591877 Variation of Mortgage 390082
18.3.1983 at 10.40 am

A.L.R.

615366 Land Improvement Agreement under the
Soil Conservation and Rivers Control Act
1941 - 25.5.1984 at 10.41 am

A.L.R.

622513 Variation of Mortgage 390082
- 27.9.1984 at 10.36am

A.L.R.

647278/1 Mortgage to Australian Mutual
Provident Society - 18 MAY 1985 at 9.28am

A.L.R.

Released under the Official
Information Act
REGISTER

647278/3 Memorandum of Priority ranking
Mortgage 549891/1 as a first mortgage, Mortgage
390082 as a second mortgage, Mortgage 510626/2
as a third mortgage, Mortgage 647278/1 as
a fourth mortgage and Mortgage 523755/4
as a fifth mortgage - 21.11.1985 at 9.28am

A.L.R.

754584/5 Memorandum of Priority ranking Mortgage
523755/4 as a first mortgage, Mortgage 510626/2
as a second mortgage - 16.5.1990 at 9.54am

A.L.R.

890388 Memorandum renewing the term of
the within lease for a further period of
33 years commencing on 1.7.1993 and
fixing (for the first 11 years) the
annual rent at \$3,600 plus GST calculated
on a rental value of \$240,000 - 4.9.1995
at 10.17am

A.L.R.

905217 Variation of Mortgage 523755/4 -
4.4.1996 at 10.47am

A.L.R.

28.6.1999

38649

NOT THAT the Lessee shall have no right of acquiring the fee-simple of the said land.

(1) THAT the Lessee shall, with the prior written consent of the Commissioner, may from time to time, -

- (a) Cultivate any portion of the said land for the purpose of growing wheat feed for the sheep depastured thereon;
- (b) Grow such area of the said land as is sufficient for the use of himself and family and his employees;
- (c) Fough and sow in grass any portion of the said land;
- (d) Clear any portion of the said land by felling and burning brush or scrub and sow the land so cleared in grass;
- (e) Surface any or more 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 planted or sown in permanent pasture and grass in the satisfaction of the Commissioner.

(2) THAT the Lessee shall, from time to time, erect and maintain such fences and other works as may be necessary for the purpose of this lease, and shall, from time to time, erect and maintain such fences and other works as may be necessary for the purpose of this lease, and shall, from time to time, erect and maintain such fences and other works as may be necessary for the purpose of this lease.

See below

(3) THAT if the Lessee shall leave New Zealand or otherwise be absent from the said land for a period of more than six months, he shall appoint or fill or refuse to appoint a receiver or receivers to the satisfaction of the Commissioner, and the receiver or receivers so appointed shall, from time to time, erect and maintain such fences and other works as may be necessary for the purpose of this lease, and shall, from time to time, erect and maintain such fences and other works as may be necessary for the purpose of this lease.

(4) THAT the Lessee shall, from time to time, erect and maintain such fences and other works as may be necessary for the purpose of this lease, and shall, from time to time, erect and maintain such fences and other works as may be necessary for the purpose of this lease.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CHARGE AND PAID FOR BY THE LESSEE

NIL.

In witness whereof the Commissioner of Crown Lands for the Land District of Otago

on behalf of the Lessee, hath hereunto set his

Signed by the said Commissioner, on behalf of the Lessee, in the presence of:-

Witness: J. E. Kennedy
Charles Lord and George Whitford
Burke

C. K. Penner
 Commissioner of Crown Lands

Signed by the above named as Lessee, in the presence of:-

Witness: John Douglas
Chief Postmaster
Oamaru

John Douglas

(5) 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 2,000 and the number of cattle depastured on the said land does not exceed 50 (being an increase of ten per cent in each case on the carrying capacity on which the said land was previously 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.

C. K. Penner
 Commissioner of Crown Lands

John Douglas

Lessee

Mortgage 153293 John Maxwell Striding Douglas to Mar

Mortgage 153630 of Mortgage 153293 Marianne on Douglas to

The National Bank of New Zealand Limited produced 8

February 1954 at 11.00 am

Variation of Mortgage 153293 produced 11 February

1954 at 12.00 pm with consent of Mortgagee on 11 February

Transfer of Mortgage 153293 - 11.2.1954 at 12.00 pm

374174 Mortgage of the Petual Trustees

Estate and Agency Company of New

Zealand Limited 8.8.1972 at 10.52 am

374175 Memorandum of Priority
 Ranking Mortgage 374174 as a
 first Mortgage and Mortgage
 153293 as a second Mortgage -
 9.8.1971 at 10.53 am

390082 Memorandum of Priority
 Ranking Mortgage 374174 as a
 first Mortgage and Mortgage
 153293 as a second Mortgage -
 8.8.1972 at 10.53 am

390083 Memorandum of Priority
 Ranking Mortgage 374174 as a
 first Mortgage and Mortgage
 153293 as a second Mortgage -
 8.8.1972 at 1.50 pm

THIS REPRODUCTION (ON A REDUCED SCALE)
 CERTIFIED TO BE A TRUE COPY OF THE
 ORIGINAL REGISTER FOR THE PURPOSES OF
 SECTION 113A LAND TRANSFER ACT 1952

390082 Memorandum of Priority
 Ranking Mortgage 374174 as a
 first Mortgage and Mortgage
 153293 as a second Mortgage -
 8.8.1972 at 10.53 am

John Douglas
 A.L.R.

John Douglas
 A.L.R.

over

Released under the Information Act

420073
3.4.1974

Part Run 504 Block IV Kakanui District herein is now known as Section 10, Block IV, Kakanui District (area = 35.830 ha)

28.6.1999

A.L.H.

510626/1 Mortgage to the Rural Banking and Finance Corporation of New Zealand -

510626/2 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 7.2.1979 at 11.6 am

A.L.R.

425467 Surrender of the within Lease as to Section 10 Block IV Kakanui District (35.8300 ha) hatched black on the diagram herein produced 5.7.1974 at 10.52 am (with the consent of the Mortgagees in Mortgages 153293, 374174 and 390082)

523755/1 Certificate vesting Mortgage 390082 in The Rural Banking and Finance Corporation of New Zealand - 2.10.1979 at 9.26 am

A.L.R.

454370 Certificate of Alteration altering the terms, covenants and conditions of the within Lease - 31.3.1976 at 11.10 am

523755/4 Mortgage to The National Bank of New Zealand Limited - 2.10.1979 at 9.27 am

A.L.R.

456371/1 Transfer to Dome Hills Limited - 1.3.1976 at 11.10 am

456371/2 Mortgage to John Maxwell Stirling Douglas - 31.3.1976 at 11.10 am

523755/5 Memorandum of Priority ranking Mortgage 523755/4 as a first Mortgage Mortgage 390082 as a second Mortgage Mortgage 153293 as a third Mortgage Mortgage 456371/2 as a fourth Mortgage Mortgage 510626/1 as a fifth Mortgage and Mortgage 510626/2 as a sixth Mortgage - 2.10.1979 at 9.27 am

A.L.R.

464302 Agreement under the Soil Conservation and Rivers Control Act 1941 - 20.8.1976 at 11.10 am

464690/8 Transfer granting a right of way over part of the within land shown on S.O. 18336, S.O. 18337 and S.O. 18338 appurtenant to part of Runs 681 and 682 (C.T. 42/1323) - 1.9.1977 at 11.13 am

of a \$8000 share in 523755/7 Transfer of Mortgage 456371/2 to Nan Leslie Douglas, Douglas Earl Reid and John Maxwell Stirling Douglas - 2.10.1979 at 9.27 am

A.L.R.

540608 Variation of Mortgage 510626/2 - 28.8.1980 at 2.15pm

485976 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 6.10.1977 at 11.15 am

549891/1 Mortgage to Provident Society - 26.2.1981 at 9.50 am

A.L.R.

98680 Variation of Mortgage 374174 - 26.6.1978 at 138 pm

549891/5 Memorandum of Priority ranking 549891/1 as first Mortgage, Mortgage 523755/4 as second Mortgage, Mortgage 390082 as third Mortgage, Mortgage 153293 as fourth Mortgage, Mortgage 456371/2 as fifth Mortgage, Mortgage 510626/1 as sixth Mortgage, Mortgage 510626/2 as seventh Mortgage - 26.2.1981 at 9.50 am

A.L.R.

591877 Variation of Mortgage 390082 - 18.3.1983 at 10.40 am

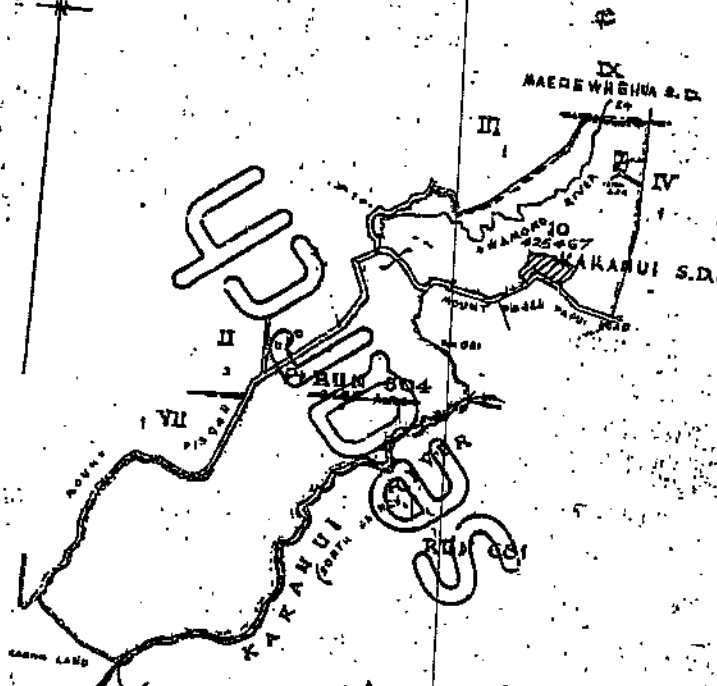
OVER.....

38649

Released under the Official
Information Act

Scale 80 Chains to an inch
Total Area

2618-3161 ha
- 35-8300 ha 425467
2582-4861 ha



gk
400
675
-5

C.T. 386/49

28.6.1999

DISCHARGED

615366 Land Improvement Agreement under
the Soil Conservation and Rivers Control
Act 1941 - 25.5.1984 at 10.34 am

A.L.R.

Released under the Official
Information Act

622513 Variation of Mortgage 390082
- 27.9.1984 at 10.36am

647278/1 Mortgage to Australian Mutual
Provident Society - 18 MAY 1985 at 9.28am

647278/2 Memorandum of Priority ranking
Mortgage 549891/1 as a first mortgage
Mortgage 390082 as a second mortgage,
Mortgage 510626/2 as a third mortgage,
Mortgage 647278/1 as a fourth mortgage
523755/4 as a fifth mortgage, Mortgage
153293 as a sixth mortgage and Mortgage
456371/2 as a seventh mortgage - 21.11.1985
at 9.28am

754584/1 Memorandum renewing the term of
the within Lease for a further period of
33 years commencing on 1.7.1990 and fixing
for the first 11 years the annual rent at
\$2,250.00 calculated on a rental value of
\$150,000.00 - 18.5.1990 at 9.54am

754584/5 Memorandum of Priority ranking
Mortgage 523755/4 as a first mortgage,
Mortgage 510626/2 as a second mortgage,
Mortgage 456371/2 as a third mortgage and
Mortgage 153293 as a fourth mortgage -
18.5.1990 at 9.54am

905217 Variation of Mortgage 523755/4 -
4.4.1996 at 10.47am

Pc 170/1 Bone Hills

This cadastre shows
the location of the
Belmont Easement over
Bone Hills.

registered on the
easement document
as 484 690/8

refer attached
S.O. Plans

18336 ■

18337 ■

18338 ■

ATTACHMENT 2:

List of Information Sources Considered.

- (1) **Certificate of Title:** (386/49 Otago- Registry -Dome Hills I Po170)
(A21227 Otago- Registry- Dome Hills II Po 261)

- (2) **Crown files for Pastoral Lease Po 170:**

Held by Knight Frank Alexandra

Volume 1 (Opened 21 February 1912 Folios 1 - 212) Last entry 16 May 1957
Volume 2 (Opened 7 November 1956 Folios 213 - 347) Last entry 24 March 1980
Volume 3 (Opened 14 April 1980 Folios 348 - 445) Last entry 10 December 1998

LINZ Dunedin

5200-D14-D05-DNO

(Opened 29/4/94 Folios 1-5)

Last entry 27 March 1995

LINZ Christchurch

CPL 04-11-112484

(Opened 1 March 1997 Folios 1 - 5)

Last entry 5 April 1999

Crown files for Pastoral Lease Po261

Held by Knight Frank Alexandra

Volume 2 (Opened 25 October 1949 Folios 292- 432) Last entry 19 March 1964
Volume 3 (Opened 24 March 1964 Folios 433-566) Last entry 26 April 1977
Volume 4 (Opened 24 April 1977 Folios 567- 672) Last entry 16 October 1998

- (3) **Cadastral Maps:**

NZMS 261- I 41

- (4) **Topographical Map:**

NZMS 260 sheet -I 41

- (5) **Otago Conservation Management Strategy Land Inventory Document:**

- (6) **Danseys RAP 7:PISGAH:**

10 11 71
13 Oct 1999

Released under the Official
Information Act

Access Easement
for Balmoral Pk. P. 265, over
Dome Hills - as registered
on the title.

(Approved by the Registrar General of Land as No. 729079)

Released under the Official Information Act

MEMORANDUM OF TRANSFER

WHEREAS DOME HILLS LIMITED a duly incorporated company having its registered office at Oamaru (hereinafter called "the Transferor") is the

Firstly
of an estate of leasehold

being registered as proprietor

liens and interests as are notified by memoranda underwritten or endorsed hereon in all those
pieces of land situated in the Land District of Otago

subject however to such encumbrances

containing by admeasurement 11,850 acres

be the same a little more or less being part of Run 681 in the Kakanui Survey District and being part of the land comprised and described in Pastoral Lease No. 251 recorded in Otago Land Transfer Registry Office as No. A2/1227 SUBJECT TO Mortgage 350082 (hereinafter referred to as "the land firstly herein described").

AND SECONDLY of an estate in leasehold subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all those pieces of land situated in the Land District of Otago containing by admeasurement 6470 acres be the same a little more or less being Sections 2 and 1278 Block IV and Run 604 Kakanui Survey District and being all the land comprised and described in Pastoral Lease No. 170 recorded in the Otago Land Transfer Registry Book Volume 386 Folio 49 SUBJECT TO Mortgages 374174, 390082, 153293 and 456371/2, (hereinafter referred to as "the land secondly herein described").

AND WHEREAS MARIE JOSEPHINE McMURTRIE of Dunrobin in North Otago Widow (hereinafter called "the Transferor") is the registered proprietor of an estate of leasehold subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all those pieces of land situated in the Land District of Otago containing by admeasurement 11,081 acres 20 perches be the same a little more or less being part Sections 4 and 44 Block VIII Maerewhenua Survey District being Run 682 and part Run 681 in the Kakanui Survey District and being all the land comprised and described in Pastoral Lease No. 265 recorded in Certificate of Title Otago Registry Office No. A2/1323 SUBJECT TO Mortgage 133183 (hereinafter referred to as "the land thirdly herein described").

AND WHEREAS the Transferor along with JOHN MAXWELL STERLING DOUGLAS of Livingstone in North Otago Farmer by deed dated the 1st day of July 1974 covenanted to grant unto the Transferor her executors administrators and assigns certain rights of way and access as are hereinafter set forth AND WHEREAS a survey of the right of way and access road has now been completed.

AND WHEREAS the said JOHN MAXWELL STERLING DOUGLAS did by Transfer dated the 27th day of February 1976 transfer unto the Transferor the land secondly herein described.

NOW THEREFORE in consideration of the Transferor paying all the fees including survey costs of and incidental to these presents, and for the further consideration of the covenants and conditions contained in the said deed dated the 1st day of July 1974,

THE Transferor doth hereby transfer and grant unto the Transferor and her successors in title to the land thirdly herein described as and in the nature of an easement appurtenant thereto the full and free right and liberty for her or them and her or their tenants agents servants workmen licensees and invitees (in common with the Transferor and all other persons lawfully using the same) from time to time and at all times by day or by night forever hereafter to pass and re-pass with or without horses, live-stock or domestic animals of any kind and/or with or without vehicles or implements of any kind over and along all those parts of the said right of way and access road as is more particularly defined on the plans S.O. 18336, S.O. 18337 and S.O. 18338 copies of which are hereto annexed as are a part of the land firstly herein described and the land secondly herein described.

UPON AND SUBJECT to the following terms and conditions, namely:-

1. THERE shall be reserved unto the Grantor the full right and liberty for the Grantor and its agents servants and workmen and successors in title at any time hereafter to erect renew and

maintain a gate or gates across any part or parts of the said right of way and access road but so that the same shall not be locked or be so erected or maintained as to impede or obstruct free use and enjoyment of the rights of way hereby granted consistently with the maintenance of such gate or gates across the said right of way and access road in accordance with the tenor hereof.

2. The said right of way and access road shall at all times be kept open and maintained in good accessible condition and the cost of so keeping and maintaining the said right of way and access road shall be borne by the Transferor and the Transferee in equal shares.

1/9/70

DO NOT WRITE

The Witness inherent the transferor has

hereunto subscribed its

name this

26th

day of May

one thousand nine hundred and seventy

Signed by the above-named

as Transferor In the presence of

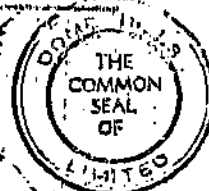
Witness

Occupation

Address

THE COMMON SEAL OF DOME HILLS LIMITED
as transferor was hereto affixed in the
presence of :

.....Governing Director.



W 003

12006.47

Joins

NOTE: BEARINGS AND DISTANCES SHOWN
ARE ALONG CALCULATED CENTRE LINE.

A
7:0516

CL A2/1227 6
PT RUN
S O

BLK VI

C.L. A2/1323 M.J. McMURTRIE

RUN 682

S. O. 2290

BLK XI

ND DISTRICT ... OTAGO
RVEY BLK. & DIST. V & VI KAKANUI S.D.
MS 177 SHEET No. 136 R.M. 189

PLAN OF EASEMENT OVER PART RUNS

W.S. Goyen, Surveyor-General, Dec 1904

Released under the Official Information Act

On Meridian



NOTE: ROUGH FORMATION ON TRACK SUITABLE FOR FOUR WHEEL DRIVE VEHICLES ONLY

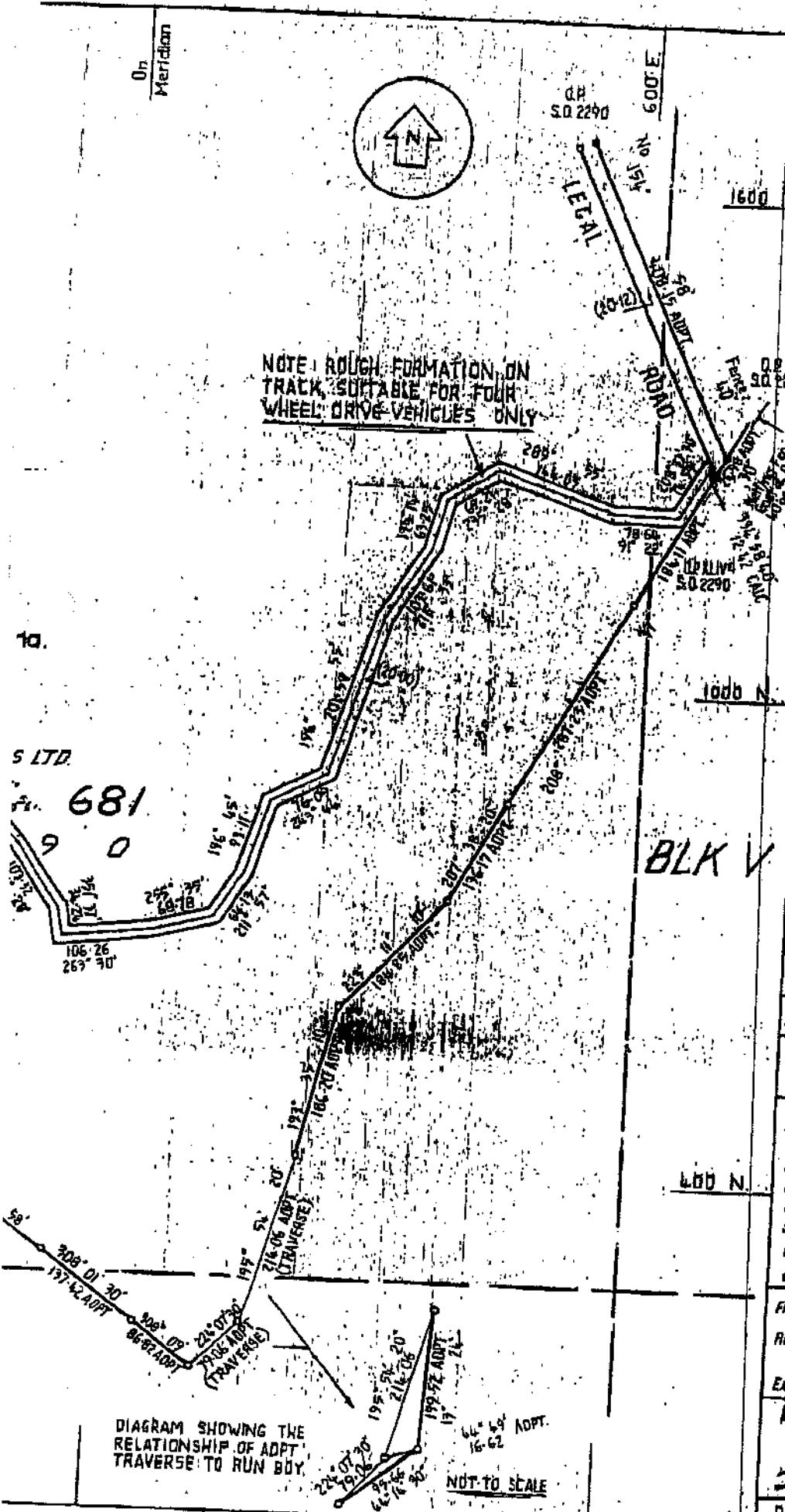


DIAGRAM SHOWING THE RELATIONSHIP OF ADPT TRAVERSE TO RUN BOY

NOT TO SCALE

AREA SCHEDULE
LAND REQUIRED FOR EASEMENT
A PART RUN 681 7.0516 ha

NOTE: ALL ADOPTIONS FROM S.O. 2290

DATUM OLD CADASTRAL
ORIGIN OF CO-ORDINATES TRIG H
KAKANUI S.D.

Total Area 7.0516 ha.

Comprised in

I, JAMES REGINALD PARK of DAMARU
Registered Surveyor and holder of an annual practising certificate
do hereby certify that this plan has been made from surveys directed
by me or under my direction; that both plan and survey were taken
and have been made in accordance with the regulations under the
Surveyors Act 1956

Dated at DAMARU this 31st day
of OCTOBER 1975 Signature

Field Book 2017 p. 43 & 44 Traverse Book p.

Reference Plans S.O. 2290

Examined G.D. A. & Co. Correct

Approved as to Survey

26/2/76 Chief Surveyor

Deposited this day of 19

District Land Registrar

File P170, P261, P265
Received T.J. 5-11-75
Instructions

S.O. 18337

LOCAL AUTHORITY WAITAKI COUNTY

Surveyed by J. R. PARK

Scale 1:5000

Date OCTOBER 1975

681 & 682

502290

6-3910 Hd

DIAGRAM SHOWING THE
RELATIONSHIP OF ADPT
TRAVERSE TO RUN BDY

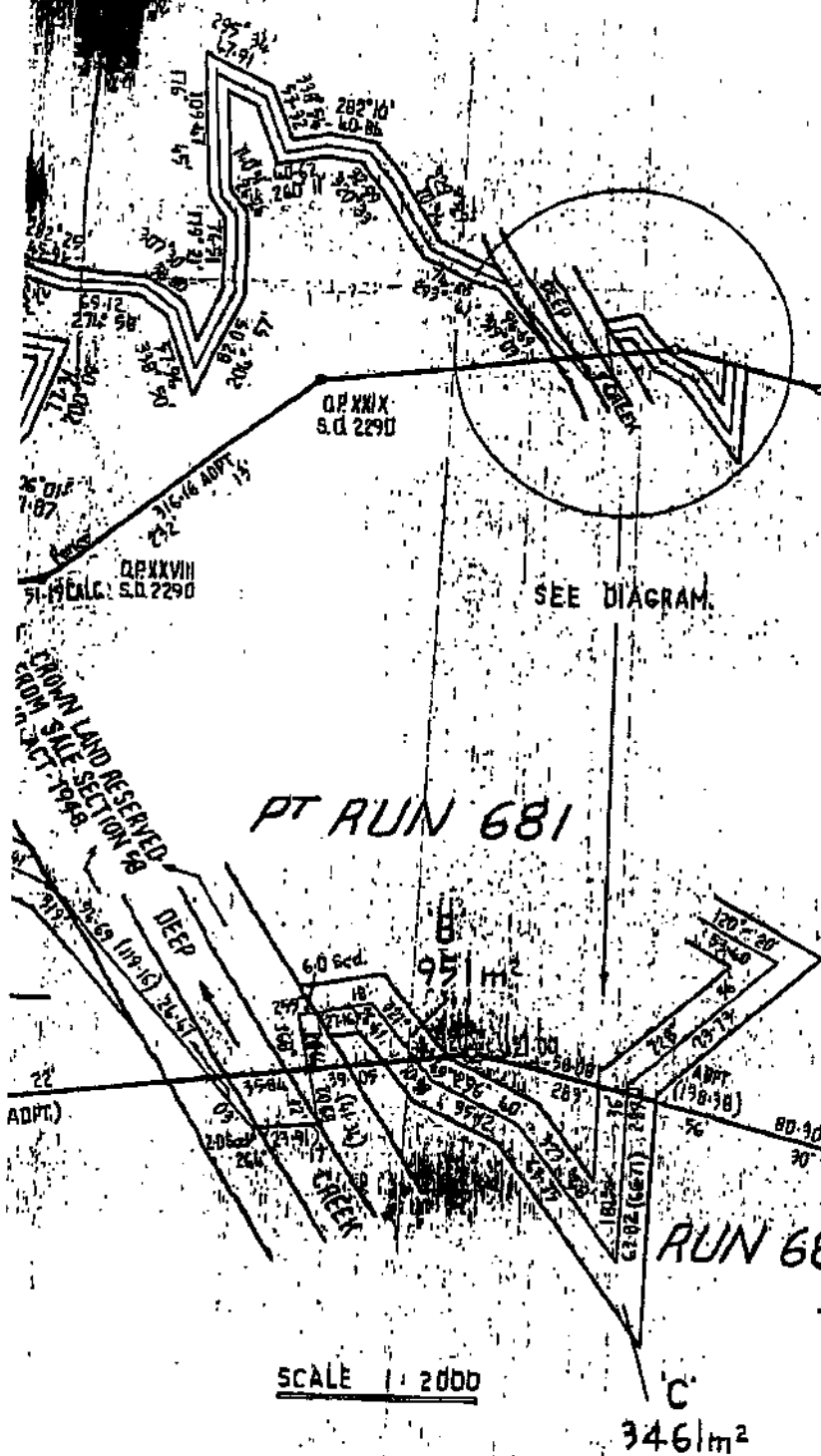
S. O. 2290

NOT TO SCALE

BLK XI

PLAN OF EASEMENT OVER PART RUNS

Released under the Official Information Act



JOINS S.O. 18337

1200 N.

600 N.

Approval.

AREA	SCHEDULE
LAND REQUIRED FOR EASEMENT.	
A PART RUN 681	6.3910 ha.
B PART RUN 681	951 m ²
C PART RUN 682	3461 m ²

NOTE : ALL ADDITIONS FROM S.O. 2290 & S.O. 2291

DATUM : OLD CADASTRAL
ORIGIN OF CO-ORDINATES TRIG 'H'
KAKANUI S.D.

Total Area 6.8322 ha.

Comprised in

I, JAMES REGINALD PARK of DAMARU
Registered Surveyor and holder of an annual practicing certificate
hereby certify that this plan has been made from Survey 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 1968.
Dated at DAMARU this 21st day
of OCTOBER 1975 Signature *J.R. Park*

OH
Perpendicular.

Field Book 2017: p. 43 & 44, Traverse Book p. ---

Reference Plans S.O. 2290, 2291.

Examined G.D. Rca. Correct *J.C. Rca.*

Approved as to Survey *J.C. Rca.* 26/2/76

16.2.76 Chief Surveyor

Deposited this day of 19

District Land Registrar

File R170, R246, R265
Received E.L. 5-11-75
Instructions

S.O. 18336

LOCAL AUTHORITY WAITAKI COUNTY

Surveyed by J.R. PARK

Scale 1:5000

Date OCTOBER 1975

681 & 682

5400 N

6000 N

C' 478m²

PT RUN 504

PT RUN 681

DIAGRAM SCALE 1:2000

B' 2.9869 ha.

S.O. 1065 C.L. 186/49 J.M.S. Douglas.
PT RUN 504

C.L. A2/1227

PT RUN

NOTE: ROUGH FORMATION ON TRACK
SUITABLE FOR FOUR WHEEL DRIVE
VEHICLES ONLY.

D' 3.089

KAKANUI RIVER
(NORTH BRANCH)
LEGAL ROAD
CROWN LAND
RESERVED FROM SALE
SECTION 58 LAND ACT 1948

PT RUN 681

PT RUN 681

C.L. A2/1227 Dome Hills Ltd.

A' 1169m²

DISTRICT OTAGO
BY BLK. & DIST. III KAKANUI S.D.
177 SHEET No. 136 R.M. 789

PLAN OF EASEMENT OVER PART RUNS



50 18338

10. உயரகல், 1981

SIGNED by the said MARIE JOSEPHINE

MEMORANDUM in the presence of:-

[Signature]
[Signature]
[Signature]

} *Marie Josephine*

d but
uct
nce

in

THE PERPETUAL TRUSTEES ESTATE AND AGENCY COMPANY OF NEW ZEALAND LIMITED being the Mortgagee under and by virtue of Memorandum of Mortgage No. 374174 of the land secondly described in the within written Memorandum of Transfer DOTH HEREBY CONSENT to the transfer grant of easements therein contained BUT WITHOUT PREJUDICE to its rights remedies and powers under the above mentioned Memorandum of Mortgage.

Dated the 5th day of July

1977.

THE COMMON SEAL of THE PERPETUAL TRUSTEES ESTATE AND AGENCY COMPANY OF NEW ZEALAND was hereto affixed by the authority and in the presence of:

[Signature]
[Signature]
SECRETARY
AUTHORISED
SOLICITOR

THE HOUSING CORPORATION OF NEW ZEALAND being the Mortgagee under and by virtue of Memorandum of Mortgage No. 54082 of the lands of the Transferor described in the within-written Memorandum of Transfer DOTH HEREBY CONSENT to the transfer grant of easement therein contained BUT WITHOUT PREJUDICE to its rights remedies and powers under the above-mentioned Memorandum of Mortgage.

Dated the 12th day of July

1977.

SIGNED for and on behalf of
the Housing Corporation of
New Zealand by

Dugald Paterson

acting for and on behalf of the Corporation
pursuant to section 15 of the
Housing Corporation Act 1974

In the presence of:

[Signature]

[Signature]

[Signature]

[Signature]

No.

Released under the Official Information Act

Correct for the purposes of "The Land Transfer Act"

TRANSFER OF

situated in the

[Signature]
Solicitor for the Purchaser.

DOME HILLS LIMITED

Transferor

MARIE JOSEPHINE McINTYRE

Transferee

Particulars entered in the Register Book.

Vol.

Vol.

I MARION ORR DOUGLAS of [illegible] being the Mortgagee under and by virtue of Memorandum of Mortgage No. 15129 of the land of the Transferor secondly described in the within-written Memorandum of Transfer DO HEREBY CONSENT to the Transfer Grant of Easement therein contained BUT WITHOUT PREJUDICE to my rights remedies and powers under the above-mentioned Memorandum of Mortgage.

Dated this 24th day of May 1977

SIGNED BY THE SAID
MARION ORR DOUGLAS
in the presence of

977

I JAMES MAXWELL STIRLING DOUGLAS of Livingstone Farmer being the Mortgagee under and by virtue of Memorandum of Mortgage No. 456371/2 of the land of the Transferor secondly described in the within-written Memorandum of Transfer DO HEREBY CONSENT to the Transfer Grant of Easement therein contained BUT WITHOUT PREJUDICE to my rights remedies and powers under the above-mentioned Memorandum of Mortgage.

Dated this 24th day of May 1977

SIGNED by the said JOHN MAXWELL
STIRLING DOUGLAS in the presence of

977

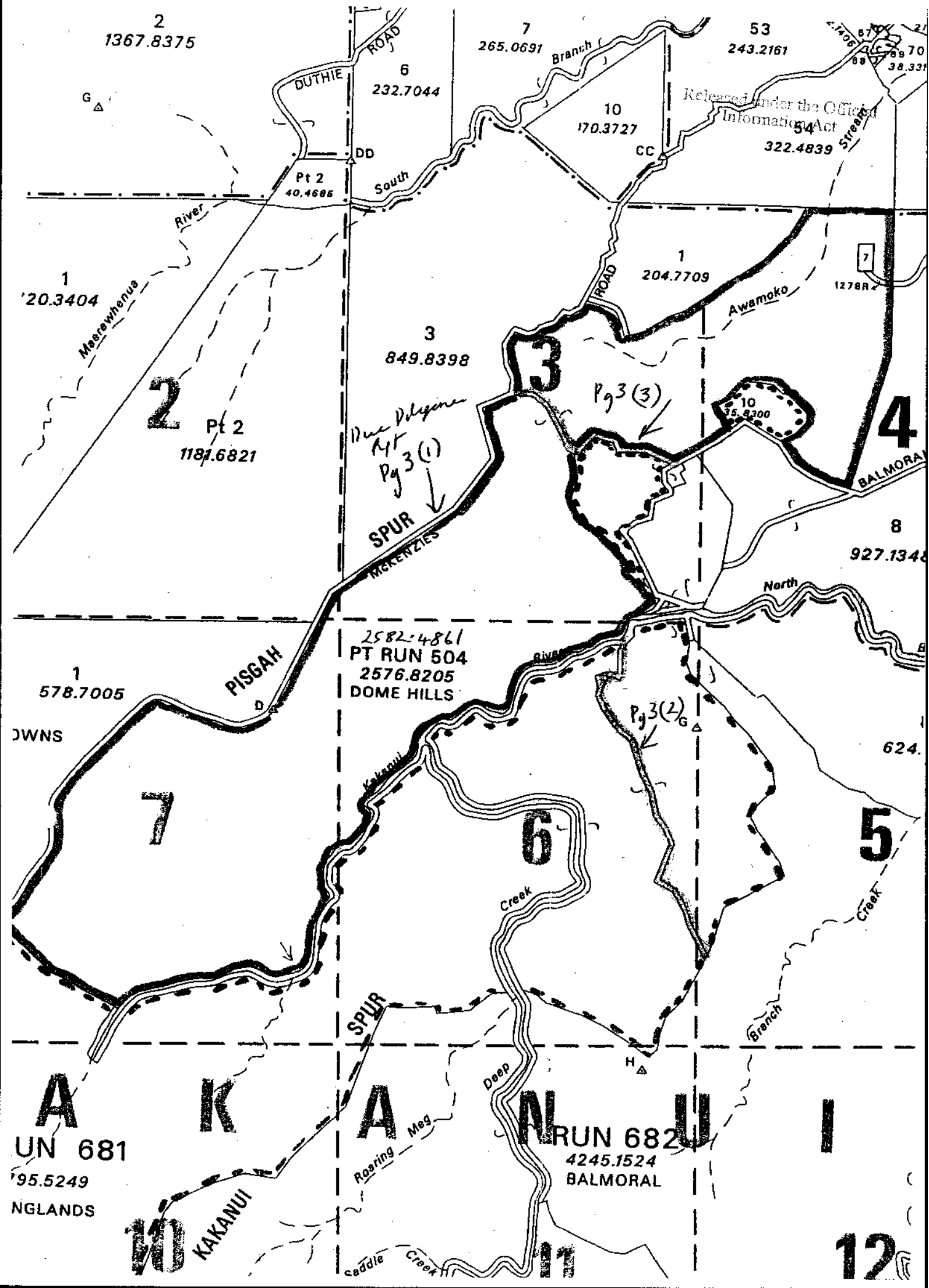


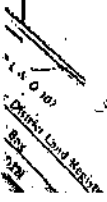
SEP 13 11 13 AM '77

DISTRICT
DIRECTOR
10.3

484690/B
4/12/77, 22/12/77
JSC/147

ONGLEY, GRATER AND ROWLEY,
SOLICITORS,
DAMARU,





AREA		SCHEDULE	
LAND REQUIRED FOR EASEMENT			
A. PART RUN 681	6.9910 Ha.		
B. PART RUN 681	951 m ²		
C. PART RUN 682	3461 m ²		
NOTE : ALL ADDITIONS FROM S.O. 2290 & S.O. 2291.			
DATUM : OLD CADASTRAL			
ORIGIN OF CO-ORDINATES : TRIG. H.			
KAKANADI S.D.			
Total Area 6.8122 Ha.			
Comprised In			
<i>JAMES, RESIDING, PART OF KAKANADI.</i> Registered Surveyor and holder of an annual practicing certificate has caused to be surveyed and mapped the land shown in the attached plan and has caused the same to be deposited in the office of the District Land Officer, Kakanadi, S.D., for the purpose of obtaining a Survey Order. The land is situated in the village of Kakanadi, Taluk of Kakanadi, District of Kakanadi, S.D., and is bounded by the following land: North by the land of the Government of India, Kakanadi, S.D. South by the land of the Government of India, Kakanadi, S.D. East by the land of the Government of India, Kakanadi, S.D. West by the land of the Government of India, Kakanadi, S.D. Dated at Kakanadi, S.D., this 1st day of OCTOBER, 1975. Signed, <i>JAMES</i> Surveyor			
Surveyed by S.O. 2290, 2291.		Surveyed by S.O. 2290, 2291.	
Approved as to Survey		26/2/76	
Chief Surveyor		26/2/76	
Deposited this		19	
District Land Officer		19	

OPUS INTERNATIONAL CONSULTANTS LIMITED DUNEDIN OFFICE

Project: mber 6 NLI 02 01 025YD

Released under the Official
Information Act

This report has been prepared on the instruction of Knight Frank (New Zealand) Ltd, Alexandra by letter dated 5 March 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.



LAND STATUS REPORT for Dome Hills

Property 1 of 1

Land District	Otago
Legal Description	Sections 7 and 1278R, Block IV and Part Run 504 Kakanui Survey District
Area	2582.4861 ha
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease P 170
Instrument of title / lease	CL 386/49
Encumbrances	Subject to a Right of Way created by Transfer 484690/8
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 1848 Kemp Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998
Notes (if any)	See Page 4 for details of Marginal Strips adjoining this Lease area. When Pastoral Lease P 170 was created in July 1957 a reservation of a one chain strip along the bank of the Kakanui River was created. This is evidenced by the area of the lease being altered by 44 acres from 6514 acres to 6470 acres. The area of 44 acres is shown as "Riverbank Res" and layed off and coloured pink on SO 1065. This land was subject to s.58 of the Land Act 1948. (this plan detail has not been recorded no any other cadastral record to date). The Crown Land which was reserved from sale or other disposition under s.58 land Act 1948 is now deemed to be a marginal strip of the same width (s. 24(3) Conservation Act 1987 effective date 10/4/90) and the boundaries of the marginal strip do not change (s.24G(7) Conservation Act 1987). The notes on SO's 2290 and 2291 , headed "Part IVA of the Conservation Act 1987" where it refers to P 170 are incorrect , these notes indicate that the marginal strip moves with the river .

Data Correct as at

26 th March 99

Prepared by	John Kirk <i>[Signature]</i>
Crowl Accredited Agent	Opus International Consultants Ltd, Dunedin

Certified correct as to status



Max Haydn Warburton

Chief Surveyor

Land Information New Zealand, Dunedin.

A15 /1999

OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE

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Information Act

Project Number 6 NLI 02 01 025YD

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LAND STATUS REPORT for Dome Hills II

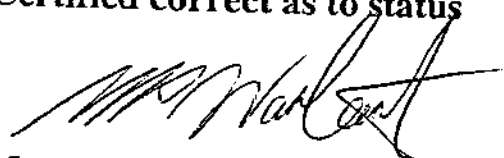
Property 1 of 1

Land District	Otago
Legal Description	Section 10, Block IV and Part Run 681 Kakanui Survey District
Area	4831.3549 ha
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease P 261
Instrument of title / lease	CL A2/1227
Encumbrances	Subject to a Right of Way created by Transfer 484690/8
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 1848 Kemp Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998
Notes (if any)	

Data Correct as at	26 th March 99
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Prepared by	John Kirk
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

Certified correct as to status


Max Haydn Warburton
Chief Surveyor
Land Information New Zealand, Dunedin.

415 /1999

Property	1	of	1
SDI P. Obtained	Yes		
NZMS 201 Ref	I 41		
Local Authority	Waitaki District Council		
Crown Acquisition Map	Kemp		
SO Plan	SO 1065 Plan showing the definition of Run 504 SO 10408 Plan of road to be closed ,Now section 1278R SO 17769 Plan of section 10 Block IV Kakanui SD . this section has been surrendered from this Pastoral lease. SO 18338 Plan of easement over part Runs 681 & 504		
Relevant Gazette Notices	For Sec 1278R Declared Gov. Road Gaz 1925 p738 Declared Closed Road Gaz 1925 p966 Declared Crown Land Gaz 1925 p1094		
CT Ref / Lease Ref	CL 386/49 Prior ref : 259/78 Small Grazing Right Lease No. 1125 for Run 504 , Sec 7 & 1278R, Block IV Kakanui Survey District. Prior to SGR 259/78 :- 1. Run 504 :- SGR Lease No. 649 2. Sec 7 :- 17 May 1926 Conveyance (Deeds book 237/191 Index W 365) Smith to the King under the provisions of s160 of "The Land Act 1924" Section 7 (formerly Pre-emptive Right No 3316B) in exchange for Section 6 , Block IV , Kakanui Survey District. (Notification of Exchange Gazette No. 27 6th May,1926) 3. Sec 1278R :- Declared Gov. Road Gaz 1925 p738 ,Declared Closed Road Gaz 1925 p966 ,Declared Crown Land Gaz 1925 p1094.		
Legalisation Cards	SO 1065 SO 2291 SO 2290		
Plan Index	Closed Road & Run Index Searched		

CLR	Confirms Crown Land [Pastoral Land] Status Released under the Official Information Act
Allocat. ... Maps (if applicable)	Checked No allocations to DOC ,SOE's & Other SOE's
VNZ Ref - if known	N/A
Crown Grant Maps	N/A
If Subject land Marginal Strip : a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) Shown on SO 1065 -- Sec 58 Now S.24(3) (CA 1987) b) On issue of lease (July 1957) on plan SO 1065 being a plan of Run 504 c) SO 1168 (Shown as C-D on SO 2291 & A-B on SO 2290 as Sec 24 (9) in error see notes above.)

Research - *continued*

Property	1	of	1
If Crown land - Check Irrigation Maps.			
N/A all in Pastoral Lease.			
Mining Maps			
No Exploration, Prospecting, or Mining Licences found.			
If Road			
a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989			
a) SO Plan			
b) By Proc			
b) Proc Plan			
c) Gazette Ref			
N/A not Road			

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) No

c) Either Crown

☐ 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 *[enter Deed details]*

☐ Contained in *[provide evidence]*.

d)

Released under the Official Information Act

Research Data: Some Items may be not applicable

Released under the Official Information Act

Property	1	of	1
SDIF. Obtained	Yes		
NZMS 261 Ref	I 41		
Local Authority	Waitaki District Council		
Crown Acquisition Map	Kemp		
SO Plan	SO s 2290 & 2291 Plans showing the definition of Run 681 SO 17769 Plan of section 10 Block IV Kakanui SD. This section has been incorporated into Pastoral lease P 261. SO 18338 Plan of easement over part Runs 681 & 504		
Relevant Gazette Notices	N/A		
CT Ref / Lease Ref	CL A2/1227		
Legalisation Cards	SO 2291 SO 2290		
Plan Index	Closed Road & Run Index Searched		
CLR	Confirms Crown Land [Pastoral Land] Status		
Allocation Maps (if applicable)	Checked No allocations to DOC ,SOE's & Other SOE's		
VNZ Ref - if known	N/A		
Crown Grant Maps	N/A		
If Subject land Marginal Strip : a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) 1) Shown on SO s 2291 & 2290 – Sec 58 Now S.24(3) (CA 1987) 2) A-B SO 2291 – Sec 24 (9) b) 1) On issue of lease (July 1960) on plans SO s 2291 & 2290 being a plan of Run 681 2) 4/9/1995 Renewal of lease c) SO s 2291 & 2290		

Research – continued

Property 1 of 1	
If Crown land – Check Irrigation Maps.	N/A all in Pastoral Lease.
Mining Maps	Released under the Official Information Act No Exploration, Prospecting, or Mining Licences 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 b) Proc Plan N/A not Road 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) No

c) Either Crown

☐ 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 *[enter Deed details]*

☐ Contained in *[provide evidence]*.

d)