

Crown Pastoral Land Tenure Review

Lease name : DUNSTAN DOWNS

Lease number : PO 019

Due Diligence Report (including Status Report) - Part 1

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

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

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

December 05

**DUE DILIGENCE REPORT
CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:**

File Ref: CON/50241/09/12432/A-ZNO-01 **Report No:** QVV 47 **Report Date:** 23/02/2001

Office of Agent: CHRISTCHURCH **LINZ Case No:** 01/96 **Date sent to LINZ:**

RECOMMENDATIONS

1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions:
 - (a) Registration of the Telecom Easement executed 17 May 2000 pending approval to SO 24827.
 - (b) Creation of Easements to formalise the occupation of the Transpower VHF Repeater Station (authorised by Letter of Agreement) and other occupations at Old Man Peak and access thereto.
 - (c) The rental review documentation has yet to be registered against the lease to give effect to the new rental accepted by the lessee's.
 - (d) Legalisation of the realignment of SH8 (Dalrachney Realignment) in accordance with Compensation Certificate 980124.1.
 - (e) Agreement and execution of a Open Space Covenant under the QEII National Trust Act 1977 in respect of 440 hectares of the lease earmarked for a scenic corridor in the Lindis Pass.
 - (f) Incorporation of the adjoining Crown Land into the lease (*Refer to Status Report 2 of 2*).
- 3 That the Commissioner of Crown Lands or his delegate **note** that no potential liabilities have been identified as a result of the file search.
- 4 That the Commissioner of Crown Lands or his delegate **note** the following matters:
 - a) That this lease has a history of noxious weed (hawkweed) and pest (rabbits) infestation. Refer *Appendix 8*.
 - b) That 175 hectares of the lease is being grazed by Morven Hills Pastoral Lease. Refer *Clause 6.2*.

Not a due diligence matter

Signed by Sub-Contractor:

Signed by Contractor

Name: D. McGregor
McGregor Property Services Limited
Accredited Agent

Name: B. Dench
Team Leader for Tenure Review
Quotable Value (Valuations)

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

R.W. Lyppard
Name: R.W. Lyppard
Date of Decision: 27/3/01

NB. Status check area differs from lease doc.

1 Details of Lease:

Lease Name: Dunstan Downs.

Location: In Lindis Pass, 19km west of Omarama.

Lessees: Timothy Harold INNES (as to a ½ share) and Geva Carne INNES (as to a ½ share).

Tenure: Pastoral Lease of pastoral land under Section 66 and registered under Section 83 of the Land Act 1948.

Term: 33 years from 1 July 1984 (expires 30 June 2017).

Annual Rent: \$7312.50.

Rental Value: \$325,000.

Date of Next Review: 30 June 2006.

Land Registry Folio Ref: C.L. 338/47 (Otago Registry).

Legal Description: Part Run 201A, situated in Ahuriri, Hawdun, Lindis, Longslip and St Bathans Survey Districts, Section 4 SO Plan 23073 and Section 2, Block XVI, Longslip Survey District.

Area: 12351.3705 hectares.

2 File Search***Files held by agent Knight Frank (NZ) Ltd on behalf of LINZ:***

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
Po 19	1	166	08/04/1915	365	27/02/1959
Po 19	2	366	17/06/1960	493	12/07/1978
Po 19	3	494	13/07/1978	657	19/11/1986
Po 19	4	658	26/11/1986	761	23/12/1997
Po 19	5	1	19/11/1997	100	03/12/1999
Po 19	6	1	06/12/1999	10	30/06/2000
Po 19	1	1	26/03/1997	10	09/10/1998
CON/50213/09/12432/A-ZNO	1	1	17/07/2000	-	Current

Files held by Q.V. Valuations on behalf of LINZ:

File Reference: CON/50241/09/12432/A-ZNO.

Volume: 1

First folio: 1

Date: 6 November 2000.

Last folio note: --

Date: Current.

3 Summary of Lease document: (CL 338/437 attached as *Appendix 1*)

3.1 Terms of Lease

A33 year term from 1 July 1984 at an Annual rental of \$7312.50 based on the Rental value of \$325,000.

Rental review was undertaken as at 30 June 1995 and the reviewed rent is being paid. Notwithstanding that documentation has not yet been registered against the lease giving effect to the review.

Refer to Clause 8.4.

Stock limitation in Lease:

6215 sheep.

Commencement Date:

1 July 1951. Renewed for a further 33 years from 1 July 1984 by *Memorandum of Renewal of Lease 895630 (registered on 16 November 1995)*.

Other Provisions:

That pursuant to Section 8 of the Coal Mines Amendment Act 1950, this lease is subject to the reservation to the Lessor of all coal existing on or under the surface of the land, and subject also to the reservation to the Lessor of the power to grant coal mining rights over the land under Part I of the Coal Mines Act 1925.

3.2 Area adjustments

There are no area discrepancies. Adjustments to date are historical.

Adjustments will be made pending survey of the realignment of SH 8 as provided for in Compensation Certificate 980214.1.

3.3 Registered Interests

Compensation Certificate

Compensation Certificate 980214.1 pursuant to Section 19 Public Works Act 1981 (registered 16 December 1999) protecting an agreement for the acquisition of 1.6895 hectares for SH 8 and vesting of 1.7429 hectares in exchange with \$1625 compensation being payable by way of equality of exchange.

Mortgages

509676/2 to Geva Carne Innes (registered 8 November 1989).

953151/3 to PGG Trust Limited (registered 20 August 1998).

3.4 Unregistered Interests

Recreation Permits

Recreation Permit granted to A W Perriam for commercial recreation for a term of 5 years from 1 May 1998 (expiring 30 April 2003) at the annual rental of \$200.

Easements

A Deed of Easement dated 17 May 2000 in favour of Telecom New Zealand for telecommunications and access purposes over parts of the lease (shown on unapproved SO 24827 as Areas "A - E").

Refer to Clause 8.1).

VHF Repeater Station (Old Man Peak)

NZED (now Transpower) accepted terms of occupancy of the VHF Repeater Station site at Old Man Peak on 28 June 1977. This conferred rights to the buildings but not the land.

NZ Police has an interest under this occupancy.

Refer to Clause 8.2.

Unregistered Mortgages / Debts

None known.

4 Summarise any Government programmes approved for the lease:

An SWCP Plan initiated in 1974 involved proposals for retirement of some 760 hectares of erosion prone land but was not pursued.

This property has not been part of any Rabbit and Land Management Plan.

5 Summary of Land Status Report:

A Land Status Report undertaken by D McGregor, McGregor Property Services Limited and approved on 2 February 2001 confirms the status of the land as Crown Land, leased pursuant to Section 66 of the Land Act 1948 and registered under Section 83 of the same Act.

The land is subject to the registered interests included in Clause 3.3 above and Part IVA of the Conservation Act 1987 upon disposition.

The minerals remain with the Crown as the land has never been alienated since its acquisition from the original Maori owners under the Kemp Purchase.

The report noted the following issues:

- 1) A field inspection may be required to ascertain if the balance of Dunstan Creek, McLays Creek and other streams within this pastoral lease could be subject to Section 24 of the Conservation Act 1987. No evidence has been found that this aspect was considered on renewal of this lease on 1 July 1984. The Riverbank Reserve's created under section 129 of the Land Act 1924 along the Ahuriri River and part of Dunstan Creek are now deemed to be Marginal strip of the same width (s. 24(3) Conservation Act 1987 effective date 10/4/90) the boundaries of the marginal strips do not change (s.24G (7) Conservation Act 1987).
- 2) The Commissioner of Crown Lands approved consent applications for the realignment of SH 8 (Dalrachney Realignment) being considered as a Non-notified application subject to conditions. In compliance with those conditions Compensation Certificate 980244.1 was registered against the Pastoral Lease and Crown Land (see Property 2 of 2) but legalisation is still outstanding.
- 3) It is noted that approximately 175 hectares of Dunstan Downs is grazed in conjunction with the adjoining Morven Hills Pastoral Lease.

- 4) A Deed of Easement in favour of Telecom New Zealand for Telecommunication and other purposes over parts of Dunstan Downs (shown as Areas A-E on unapproved SO 24827) was executed by the Commissioner of Crown Lands in July 2000 and is still to be registered against the title.
- 5) In late 1994 the QEII National Trust advised it had been in negotiations with the lessee for an Open Space Covenant over 440 hectares of the lease and that public comment had been invited on the draft management statement for the proposed Covenant. No formal Covenant has been submitted for consent and execution.
- 6) Noxious weeds (hawkweed and briar) and pests (rabbits) have been a historical problem on this lease.
- 7) On 28 June 1977 (folio 473 on P19) NZED (now Transpower) accepted occupancy of the VHF Repeater Station site on the lease near Old Mans Peak subject to:
 - i) The term of the Agreement coinciding with the term of the Pastoral Lease at an annual rental of \$20 (11 year rent reviews).
 - ii) The lessees having rights to occupy the building but no rights to the land.
 - iii) All discarded building materials being removed from the site.
 - iv) The track being brought up to the standard of normal tracking requirements.

It is understood that NZ Police also have an interest in the site.

No action has been taken to legalise this occupation.

- 8) The incorporation of Section 1 (see Report 2 of 2) was contemplated as early as 1983 prior to lease renewal but no formal action has been undertaken.
- 9) The renewal of the lease was registered on 16 November 1995 (by Memorandum of Renewal 895630) following protracted negotiations over the determination of renewal valuations. The first 11 year rental was to have been reviewed on 1 July 1995 and even if the fixing of values for rental purposes was out of time registration of a Memorandum of Variation to give effect to the rental review is still outstanding.

A copy of the Land Status Report is attached as *Schedule A*.

o Review of Topographical and Cadastral data:

Both maps attached to the Land Status Report show there are no known huts, water races or historic sites on the property. The topographical map reveals the existence of:

- a) an airstrip, and
- b) Electricorp Transmission lines that are protected by the Electricity Act (SO 22709).

6.1 Legal Roads – formed and paper

The Land Status Report indicates that there are no internal roads.

6.2 Marginal Strips

Marginal strips subject to Section 24(3) of the Conservation Act 1987 have been provided for along the Ahuriri River and Dunstan Creek (Section 129 Land Act 1924 – SO's 1387 and 1389).

6.2 Fenced Boundaries v Legal Boundaries (peripheral):

A major discrepancy exists in that the boundary fence with Morven Hills Pastoral Lease (eastern boundary) is not on the legal line and 175 hectares are being grazed by Morven Hills.

A copy of a plan showing this area is attached as *Appendix 9*

There would appear to be minor discrepancies on the common boundary with Killermont Pastoral Lease 2000.

7 Details of any neighbouring Crown or Conservation land:

The lease is completely surrounded by Pastoral Leases, the majority of which are subject to Tenure Review.

8 Summarise any uncompleted actions or potential liabilities:

8.1 Deed of Easement in favour of Telecom NZ

Refer to Clause 3.4 above.

The Deed of Easement dated *17 May 2000* in favour of Telecom New Zealand for telecommunications and access purposes has still not been registered against the lease pending survey.

A copy of this Deed is attached as *Appendix 2*.

8.2 VHF Repeater Station site

Refer to Clause 3.4 above.

On 22 April 1977 the Head Office Committee of the Land Settlement Board approved the issue of a Letter of Agreement to NZED (now Transpower) to cover the VHF Repeater station subject to certain conditions including a term coincidental with the lease (11 year rent reviews), the licensee having no rights to the land (only occupancy of the buildings) and responsibility for track maintenance (*folio 467 on P19*). The Letter of Agreement was executed by NZED on 28 June 1977 (*folio 473 on P19*).

It is understood that there are other occupiers, including NZ Police, in occupation under the pretext of the above Letter of Agreement.

Copies of the relevant folios are attached as *Appendix 3*.

8.3 Rent Review

Refer to Clause 3.1.

The rent review as at 30 June 1995 was accepted by the lessees on 31 October 1994 (*folio 715 on file P19*) but a Variation has not yet been registered against the lease.

A copy of the relevant folio is attached as *Appendix 4*.

8.4 Realignment of SH 8 (Dalrachney Realignment)

Refer to Clause 3.3.

On 30 August Knight Frank advised Montgomery Watson of the Commissioners approvals (*of 6 and 9 August 1999*) to the consent applications (Land use and Public Works Act 1981) to the Dalrachney realignment of SH 8 subject to conditions. Compensation Certificate 980124.1 was registered on 16

December 1999 protecting the Agreement for acquisition of 1.6895 hectares for SH 8 and vesting of 1.7429 hectares in exchange with \$1625 compensation being payable by way of equality of exchange.

Survey and legalisation action is still outstanding.

Copies of the relevant folios are attached as *Appendix 5*.

8.5 Open Space Covenant – QEII National Trust

In March 1995 (*folio 720 on file P19*) Landcorp reviewed a draft Open Space Covenant Plan for the protection of a 440 hectare area of the lease that the QE II National Trust had earlier submitted to the Commissioner for consideration. This was the culmination of proposals initiated many years ago to provide a scenic corridor in the Lindis and also protect a significant stand of Halls Totara.

A subsequent file note on *30 November 1995* recorded that the proposal was still under action by the Trust but no further action has been undertaken since.

Copies of the relevant folios are attached as *Appendix 6*.

8.6 Incorporation of Section 1, Block VI, Ahuriri Survey District

Consideration was given to incorporate this area into the lease as early as 1983 prior to renewal of the lease but action appears to have been overlooked.

Schedule A

APPENDICES

- 1. Copy of Lease Document.**
- 2. Copy of relevant folios – Telecom Easement.**
- 3. Copy of relevant folios – VHF Repeater Station.**
- 4. Copy of relevant folios – Rent Review.**
Copy of relevant folios – Realignment of SH8 (Dalrachney Realignment).
- 6. Copy of relevant folios – Open Space Covenant – QEII National Trust.**
- 7. Copy of relevant folios – Incorporation of Section 1, BlockVI, Ahuriri SD.**
- 8. Copy of Reports re Noxious weed and pest infestation.**
- 9. Copy of plan showing area grazed by Morven Hills.**

Schedule A

PROPERTY REPORT 1 OF 2

Project Number QVV 46

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50241 dated 6 November 2000 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.


LAND STATUS REPORT for Dunstan Downs				LIPS Ref 12432
Tenure Review				
Property	1	of	2	

Land District	Otago
Legal Description	Part Run 201A, situated in Ahuriri, Hawkdun, Lindis, Longslip and St Bathans Survey Districts, Section 4 S O. Plan 23073 and Section 2, Block XVI, Longslip Survey District.
Area	12351.3705 hectares
Status	Crown Land subject to the Land Act 1948.
Instrument of title / lease	Balance Pastoral Lease CL OT 338/47 pursuant to Section 66 and registered under Section 83 of the Land Act 1948, as varied by Memorandum of Renewal Document 895630.
Encumbrances	<p>Subject to:</p> <ol style="list-style-type: none"> 1. Compensation Certificate 980214.1 pursuant to Section 19 Public Works Act 1981. 2. Section 8 of the Coal Mines Amendment Act, 1950, reservation to the Lessor of all coal existing on or under the surface of the land, and subject also to the reservation to the Lessor of the power to grant coal mining rights over the land under Part I of the Coal Mines Act, 1925.
Mineral Ownership	<ul style="list-style-type: none"> • 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. • In respect of Clause (2) under "Encumbrances" Section 11 Crown Minerals Act 1991 states "every mineral reserved in favour of the Crown by enactment shall continue to be reserved in favour of the Crown, notwithstanding the repeal of that enactment")
Statute	Land Act 1948 & Crown Pastoral Land Act 1998

LAND STATUS REPORT for Dunstan Downs Tenure				LIPS Ref 12432	
Review					
Property	1	of	2		

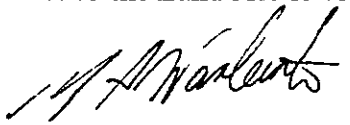
Data Correct as at	13/12/2000
[Certification Attached]	Yes

Prepared by John Kirk Subcontractor	
Crown Accredited Supplier	Opus International Consultants Ltd, Dunedin

Confirmed by Don McGregor for and on behalf of QV Valuations	
Accredited Supplier	McGregor Property Services Limited

Certification

Pursuant to Section 11(1)(f) of the Survey Act 1986 and acting under delegated authority of the Surveyor-General pursuant to Section 11(2) of that Act, I hereby certify that the land described above is Crown Land subject to the Land Act 1948 and held in Pastoral Lease OT 338/47.



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

212 2001
12000

<p>Notes: This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6 paragraph 6.</p>	1)	See sheet 2 of 2 for adjoining UCL status report
	2)	A field inspection may be required to ascertain if the balance of Dunstan Creek, McLays Creek and other streams within this pastoral lease could be subject to Section 24 of the Conservation Act 1987. No evidence has been found that this aspect was considered on renewal of this lease on 1 July 1984. The Riverbank Reserve's created under section 129 of the Land Act 1924 along the Ahuriri River and part of Dunstan Creek are now deemed to be Marginal strip of the same width (s. 24(3) Conservation Act 1987 effective date 10/4/90) the boundaries of the marginal strips do not change (s.24G (7) Conservation Act 1987).
	3)	The Commissioner of Crown Lands approved consent applications for the realignment of SH 8 (Dalrachney Realignment) being considered as a Non-notified application subject to conditions. In compliance with those conditions Compensation Certificate 980244.1 was registered against the Pastoral Lease and Crown

LAND STATUS REPORT for Dunstan Downs Tenure

LIPS Ref 12432

Review

Property 1 of 2

Land (see Property 2 of 2) but legalisation is still outstanding.

- 4) It is noted that approximately 175 hectares of Dunstan Downs is grazed in conjunction with the adjoining Morven Hills Pastoral Lease.
- 5) A Deed of Easement in favour of Telecom New Zealand for Telecommunication and other purposes over parts of Dunstan Downs (shown as Areas A-E on unapproved SO 24827) was executed by the Commissioner of Crown Lands in July 2000 and is still to be registered against the title.
- 6) In late 1994 the QEII National Trust advised it had been in negotiations with the lessee for an Open Space Covenant over 440 hectares of the lease and that public comment had been invited on the draft management statement for the proposed Covenant. No formal Covenant has been submitted for consent and execution.
- 7) Noxious weeds (hawkweed and briar) and pests (rabbits) have been a historical problem on this lease.
- 8) On 28 June 1977 (folio 473 on P19) NZED (now Transpower) accepted occupancy of the VHF Repeater Station site on the lease near Old Mans Peak subject to:
 - i) The term of the Agreement coinciding with the term of the Pastoral Lease at an annual rental of \$20 (11 year rent reviews).
 - ii) The lessees having rights to occupy the building but no rights to the land.
 - iii) All discarded building materials being removed from the site.
 - iv) The track being brought up to the standard of normal tracking requirements.

It is understood that NZ Police also have an interest in the site.

No action has been taken to legalise this occupation.

- 9) The incorporation of Section 1 (see Report 2 of 2) was contemplated as early as 1983 prior to lease renewal but no formal action has been undertaken.

LAND STATUS REPORT for Dunstan Downs Tenure

LIPS Ref 12432

Review

Property 1 of 2

10) The renewal of the lease was registered on 16 November 1995 (by Memorandum of Renewal 895630) following protracted negotiations over the determination of renewal valuations. The first 11 year rental was to have been reviewed on 1 July 1995 and even if the fixing of values for rental purposes was out of time registration of a Memorandum of Variation to give effect to the rental review is still outstanding.

LAND STATUS REPORT for Dunstan Downs Tenure			LIPS Ref 12432
Review			
Property	1	of	2

Research Data: Some Items may be not applicable

SDI Print Obtained	Yes.
NZMS 261 Ref	G40, H40, G39, H39.
Local Authority	Central Otago and Waitaki Districts.
Crown Acquisition Map	Kemp Purchase.
SO Plan	<p><u>SO 904</u> - Plan of Triangulation (May 1884).</p> <p><u>SO 1376</u> - Plan of Survey Control (Aug 1914).</p> <p><u>SO 1387</u> - Plan of part of Run 201A Omarama Runs (June 1915).</p> <p><u>SO 1388</u> - Plan of part of Run 201A Omarama Runs (June 1915).</p> <p><u>SO 1389</u> - Plan of part of Run 201A Omarama Runs (June 1915).</p> <p><u>SO 2494</u> - Plan of Main Road Omarama - Lindis Pass (July 1914).</p> <p><u>SO 2679</u> - Plan of Main Road Omarama - Lindis Pass (July 1914).</p> <p><u>SO 18486</u> - Plan of Land to be Taken and Road to be Closed (this is for adjoining land) (August 1976).</p> <p><u>SO 22709</u> - Plan of Transmission Lines existing or under construction at 31 Dec 1987.</p> <p><u>SO 23073</u> - Plan of land required for road, and road to be stopped and severances. Area's 'I' taken for road and 'J' (now Section 4 SO 23073) incorporated into the pastoral lease (September 1989).</p> <p><u>SO 24827</u> - Plan of Easements over Part Run 201A for Telecommunication purposes [Grantee: Telecom New Zealand].</p> <p><u>LT 300068</u> - Plan of easements over Pt Run 679 and Run 680 for Telecommunication Purposes (Grantee Telecom New Zealand Limited) This easement is outside the area subject to this report. (September 2000).</p>

Review

Property 1 of 2

<p>Relevant Gazette Notices</p>	<p>Gazette Notice 868581.1 declaring that part of this land marked "T" on SO 23073 (1600m2) was acquired of road and forms part of State Highway No. 8 and vested in the Crown.</p> <p>Compensation Certificate 980214.1 pursuant to Section 19 Public Works Act 1981. Agreement providing for acquisition by the Crown of part of this lease being 1.6895 hectares for road (State Highway) and for vesting of land in exchange (LINZ File Reference CPC/1999/3555/A).</p> <p>Gazette Notice 477921 stopped road adjoining this lease. The land is now known as Section 1, Block VII, Ahuriri Survey District and has been incorporated into the adjoining Pastoral Lease.</p>
<p>CL Ref / Lease Ref</p>	<p>CL OT338/47 reference under Landonline. CL 338/47 former historic reference.</p>
<p>Plan Index</p>	<p>SO's 904,1389,1376,1387,1388,2494,2679.</p>
<p>Legalisation Cards</p>	<p>Ahuriri, Hawkdun, Lindis, Longslip and St Bathans Survey Districts SO 18486. Copy attached. This is over adjoining land. No legalisation cards for SO's 904, 1389, 1376, 1387, 1388, 2494 and 2679</p>
<p>CLR</p>	<p>There is a note on the Crown Land Register referring to a VHF station. Research into the status of this land has revealed neither formal definition nor documentation for this site.</p>
<p>Allocation Maps (if applicable)</p>	<p>DOC - D*G43*3*CO relinquished now. U*G39*1*CO (see Report 2 of 2). SOE - Nothing found. Other SOE - Nothing found. UCL - U*G39*1*CO (see Report 2 of 2).</p>
<p>VNZ Ref - if known</p>	<p>Val ref: Waitaki District 26050/9700 Val ref: Central Otago District 28411/2500</p>
<p>Crown Grant Maps</p>	<p>Not applicable</p>
<p>If Subject land Marginal Strip : a) Type [Sec 24(9) or Sec 58]</p>	<p>a) 1) Riverbank Reserve Sec 129 Land Act 1924 strip adjoining the Ahuriri River 2) Riverbank Reserve Sec 129 Land Act 1924 adjoining Dunstan Creek</p>

LAND STATUS REPORT for Dunstan Downs Tenure			LIPS Ref 12432
Review			
Property	1	of	2

b) Date Created	b) 1) June 1915 2) June 1915
c) Plan Reference	c) 1) SO 1387 2) SO 1389

LAND STATUS REPORT for Dunstan Downs Tenure

LIPS Ref 12432

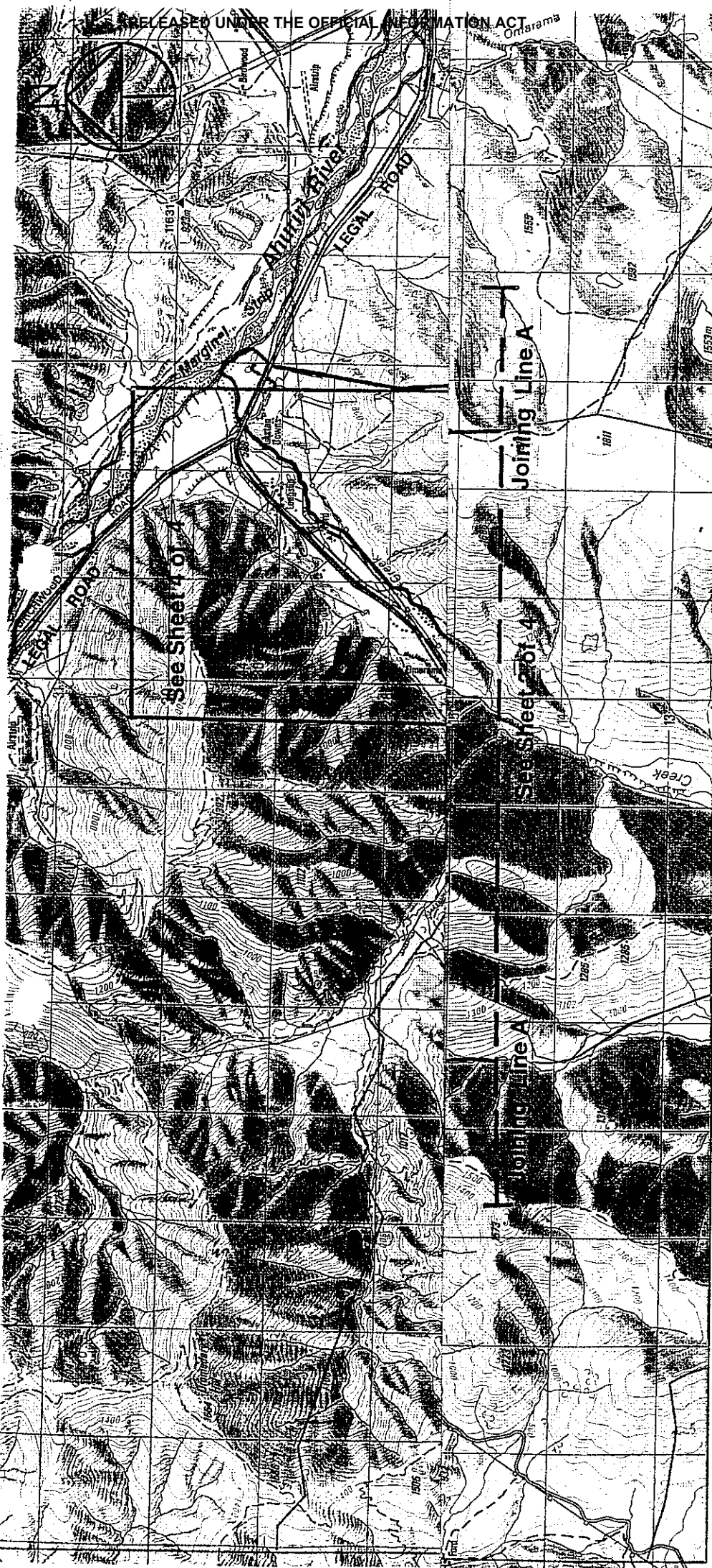
Review

Property 1 of 2

Research – continued

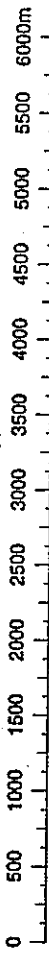
<p>If Crown land – Check Irrigation Maps.</p>	<p>Checked - nothing found.</p>
<p>Mining Maps</p>	<p>Checked - nothing found.</p>
<p>If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc</p>	<p>a) SO Plan: - No internal roads. b) Proc Plan: Not applicable. c) Gazette Ref: Not applicable.</p>
<p>Other Relevant Information a) Concessions – Advice from DOC or File b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership Other Info</p>	<p>a) The Department of Conservation has been consulted and no Conservation area status land has been identified within the boundary of this property. b) None known. c) Either <input checked="" type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp purchase. d) Not applicable.</p>

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DUNSTAN DOWNS

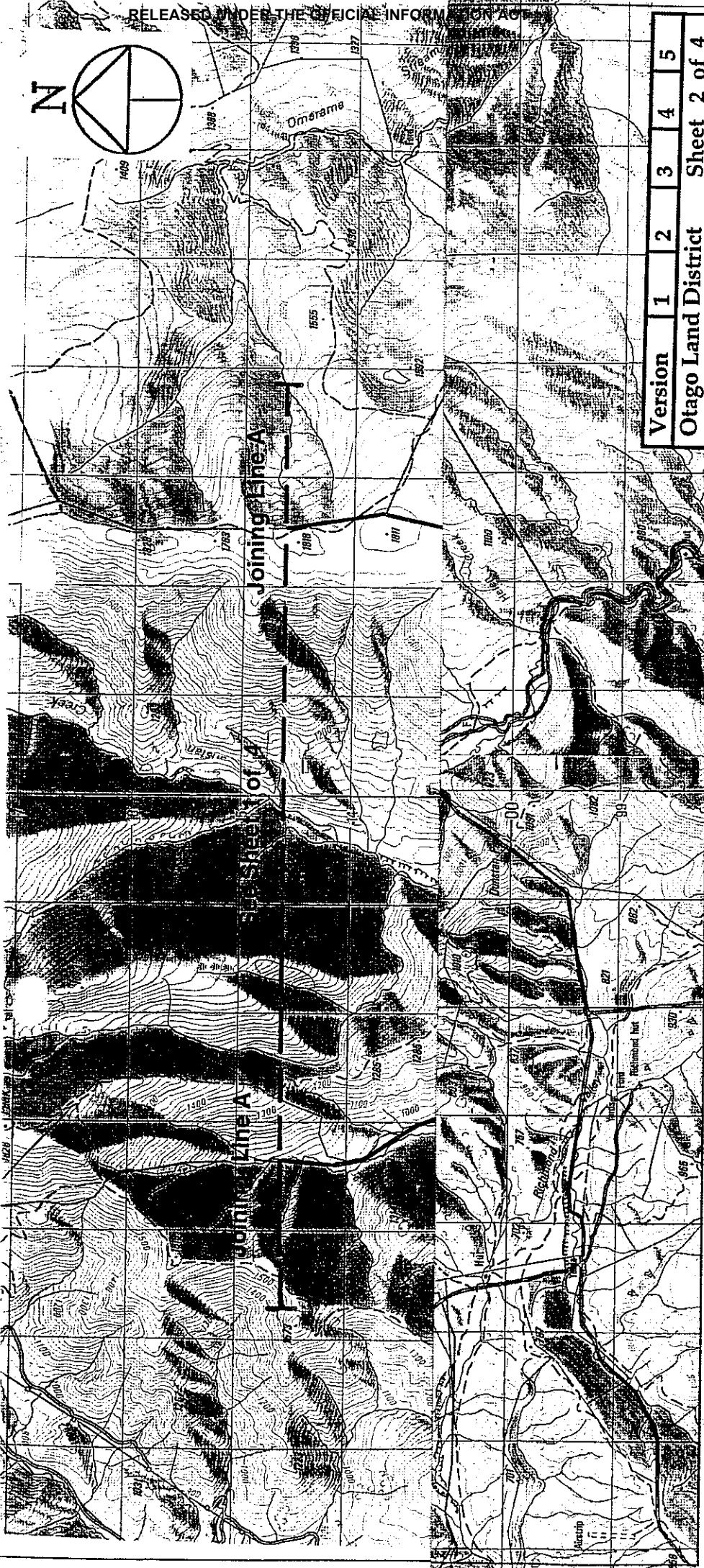
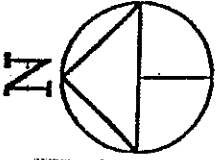
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Version	1	2	3	4	5
Otago Land District	Sheet 1 of 4				
NZMS 260	Date				
G40, H40, G39 & H39	25/10/2000				



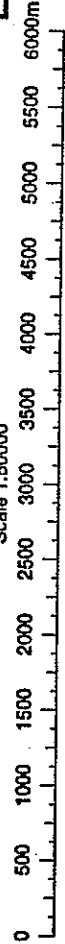
Dunstan Downs 1
 TERRALINK NZ LTD (Terraview)-DCDB Data as at -1.08.2000 Title & Valuation data as at -1.08.2000 Geodetic gr-a as at 11.10.97.
 Cadastral information from LINZ Digital Cadastral Database (DCDB). CROWN COPYRIGHT RESERVED.



Version	1	2	3	4	5
Otago Land District	Sheet 2 of 4				
NZMS 260	Date				
G40,H40,G39 & H39	25/10/2000				

DUNSTAN DOWNS

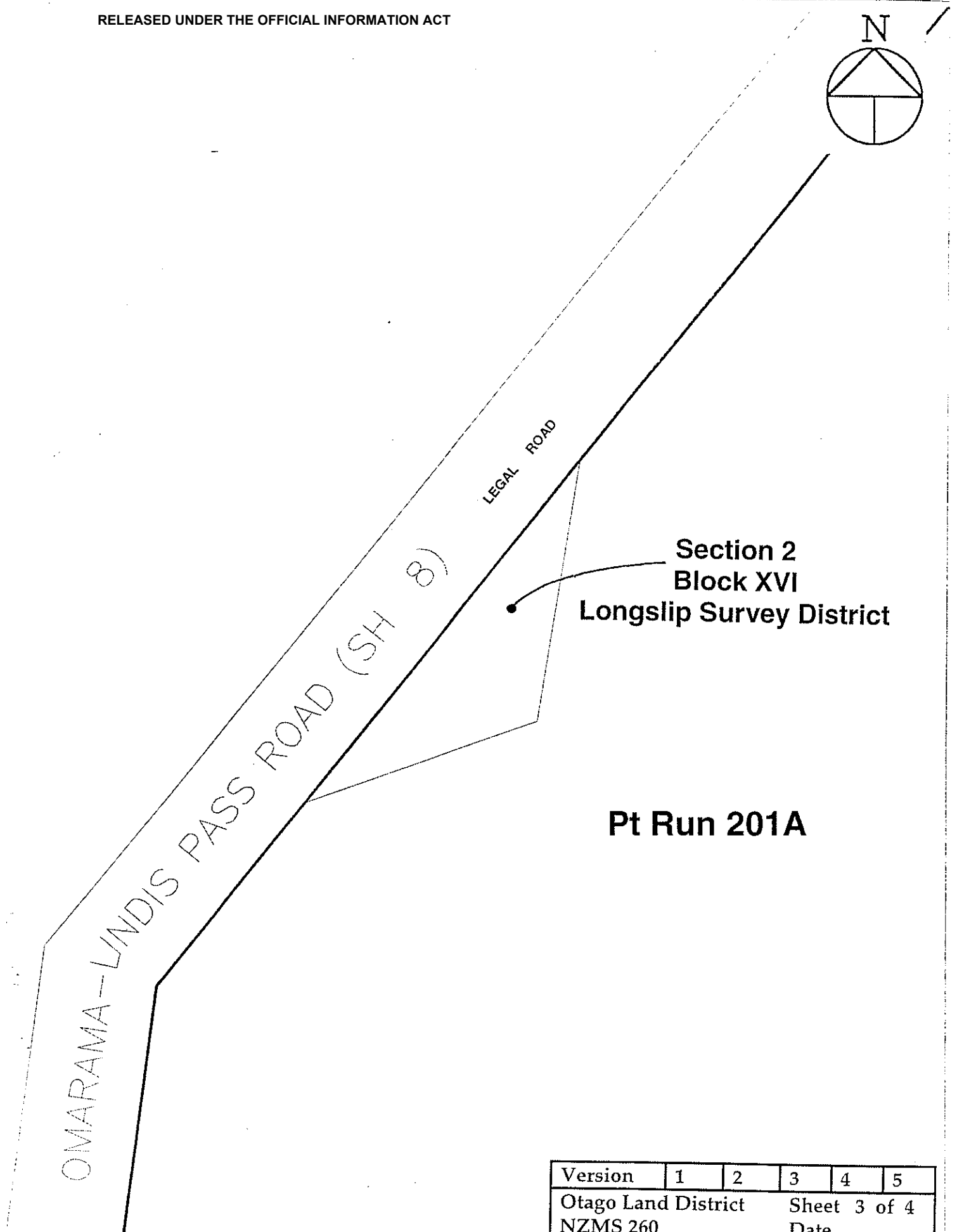
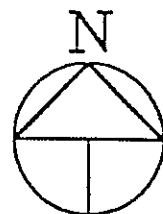
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INTERNATIONAL CONSULTANTS

TERRALINK NZ LTD (Terraview) PCDB Data as at -1.08.2000 Title & Valuation data as at -1.08.2000 Geodetic data as at 11.10.97.
Cadastral Information from LINZ Digital Cadastral Database (DCDB). CROWN COPYRIGHT RESERVED.

RUN 201A (PT)

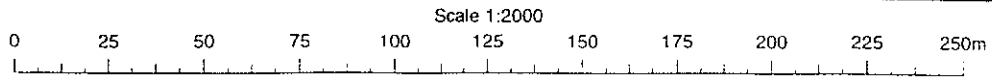


**Section 2
Block XVI
Longslip Survey District**

Pt Run 201A

Version	1	2	3	4	5
Otago Land District	Sheet 3 of 4				
NZMS 260	Date				
G40,H40,G39 & H39	25/10/2000				

DUNSTAN DOWNS



PROPERTY 2 OF 2

QV VALUATIONS, CHRISTCHURCH

Project Number : QVV 46

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50241 dated 6 November 2000 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Dunstan Downs		LIPS Ref 14102	
Tenure Review (Crown Land)			
Property	2	of	2

Land District	Otago
Legal Description	Section 1, Block VI, Ahuriri Survey District.
Area	1.8818 hectares.
Status	Crown Land under the Land Act 1948.
Instrument of title / lease	Not held under any instrument or document registered in the Land Transfer system.
Encumbrances	Is relevant land in terms subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998.
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.

Data Correct as at	12/12/2000
[Certification Attached]	Yes

Prepared by : John Kirk subcontractor	
Crown Accredited Supplier	Opus International Consultants Ltd, Dunedin

Confirmed by Don McGregor for and on behalf of QV Valuations	
Crown Accredited Supplier	McGregor Property Services Limited

Certification

Pursuant to Section 11(1)(f) of the Survey Act 1986 and acting under delegated authority of the Surveyor-General pursuant to Section 11(2) of that Act, I hereby certify that the land described above is un-alienated Crown Land subject to the Land Act 1948.



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

212 2001
 12000

LAND STATUS REPORT for Dunstan Downs Tenure		LIPS Ref 14102	
Review			
Property	2	of	2

<p>Notes: This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6 paragraph 6.</p>	<p>Compensation Certificate 980214.1 indicates that part of this site is required for the realignment of State Highway 8. Ref. SH 8 RS 202 Region 13 Dalrachney Realignment.</p>
--	--

Search Data: Some Items may be not applicable

SDI Print Obtained	Yes.
NZMS 261 Ref	G 39.
Local Authority	Waitaki District Council.
Crown Acquisition Map	Kemp Purchase.
SO Plan	<p><u>SO 1387</u> - Plan of part of Run 201A Omarama Runs (1915). Shows Section 1, Block VI, Ahuriri SD as a Camping Reserve.</p> <p><u>SO 2494</u> - Plan of Main Road Omarama – Lindis Pass.</p>
Relevant Gazette Notices	None found.
CT Ref / Lease Ref	No registered interest.
Plan Index	SO's 1387, 2494.
Legalisation Cards	No cards for SO's 1387, 2494.
CLR	Shown as Map Camping Reserve on SO 1387, but the CLR shows this as a Map Gravel Reserve. This a parcel of Crown Land was defined on an original block plan (being the first

LAND STATUS REPORT for Dunstan Downs Tenure

LIPS Ref 14102

Review

Property 2 of 2

	<p>survey of the land after the original Crown acquisition from the former Maori owners) showing the proposed reservation. Formal reservation did not occur therefore the land remains unalienated Crown Land.</p>
<p>Allocation Maps (if applicable)</p>	<p>UCL ref. LIPs 14102 (former PROMIS Ref 1120). Allocation (Ref U*G39*77*CO) to Department of Lands for retention as a possible addition to the Pastoral lease. Physical Description: Pasture, Longslip Creek Terrace. Category 18 Allocation approved in accordance with Ministerial Committee on Land Allocation decision of 6 September 1988. (MCLA (88) M12-item 3(c)).</p>
<p>VNZ Ref - if known</p>	<p>VR 26050 00201.</p>
<p>Crown Grant Maps</p>	<p>Kemp Purchase.</p>
<p>If Subject land Marginal Strip : a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference</p>	<p>a) Not applicable. b) Not applicable. c) Not applicable.</p>

LAND STATUS REPORT for Dunstan Downs Tenure

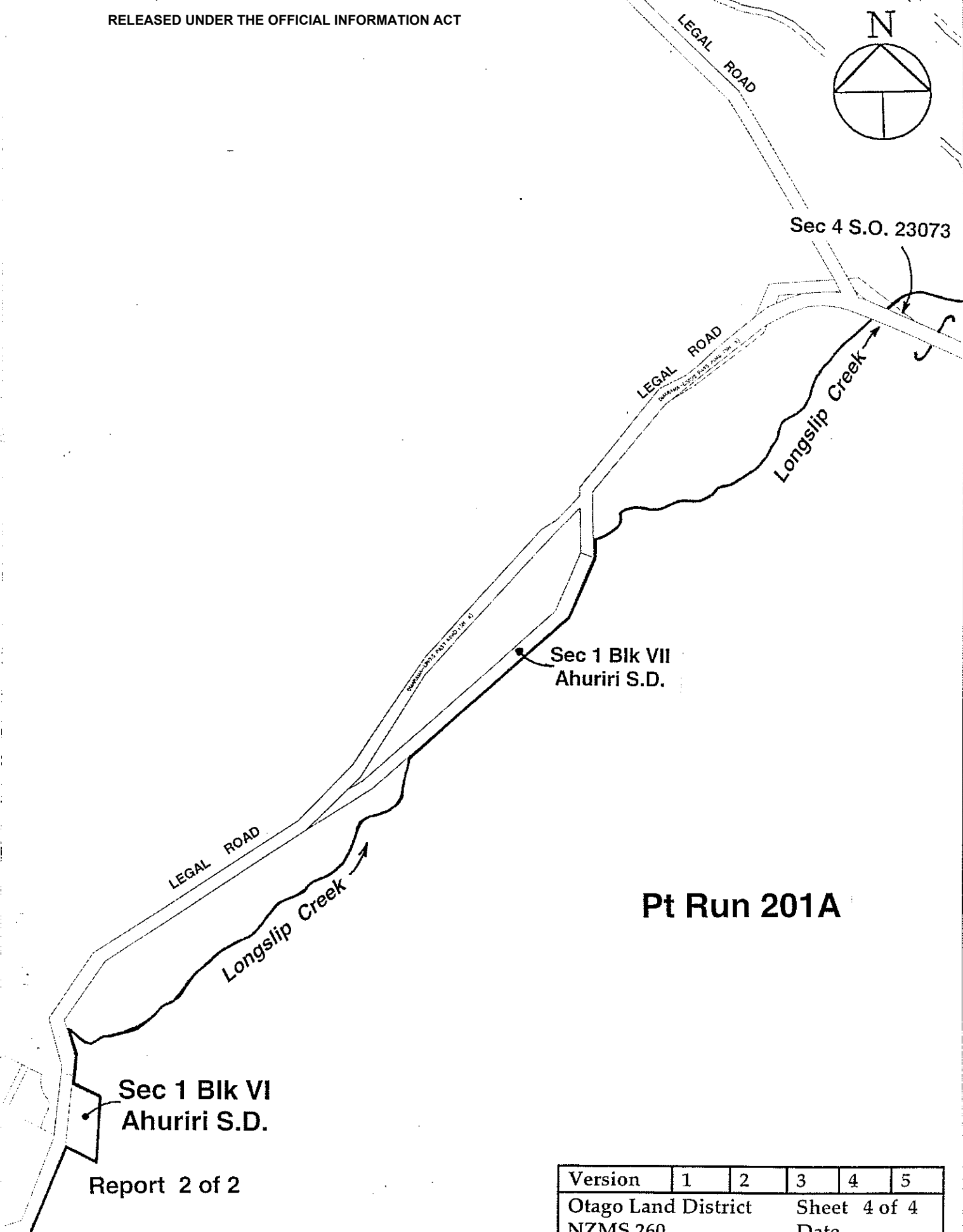
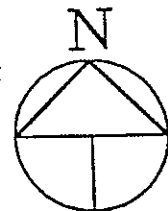
LIPS Ref 14102

Review

Property 2 of 2

Research – continued

<p>of Crown land – Check Irrigation Maps.</p>	<p>No reference found G39 searched.</p>
<p>Mining Maps</p>	<p>No reference found G 39 searched.</p>
<p>of Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc</p>	<p>a) SO Plan Not applicable. b) Proc Plan: Not applicable, c) Gazette Ref: Not applicable.</p>
<p>Other Relevant Information a) Concessions – Advice from DOC or LINZ. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership d) Other Info</p>	<p>a) Not applicable. b) Is relevant land in terms subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998. c) Either <input checked="" type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase. d) Not applicable.</p>



Pt Run 201A

**Sec 1 Blk VI
Ahuriri S.D.**

**Sec 1 Blk VII
Ahuriri S.D.**

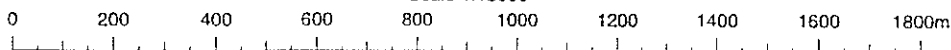
Sec 4 S.O. 23073

Report 2 of 2

Version	1	2	3	4	5
Otago Land District	Sheet 4 of 4				
NZMS 260	Date				
G40,H40,G39 & H39	25/10/2000				

DUNSTAN DOWNS

Scale 1:15000



Dunstan Downs 4

APPENDIX 1



**COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952**



Historical Search Copy

R. W. Muir
Registrar-General
of Land

Identifier OT338/47
Land Registration District Otago
Date Registered 27 November 1953 11:44

Part-Cancelled

Prior References
OT334/124

Type	Lease under s83 Land Act 1948	
Area	12351.5305 hectares more or less	Term Thirty-three years commencing on the first day of July 1951 and renewed for a further period of 33 years commencing on 1.7.1984

Legal Description Run 201A, Section 4 Survey Office Plan 23073 and Section 2 Block XVI Longslip Survey District

Original Proprietors
Timothy Harold Innes as to a 1/2 share
Geva Carne Innes as to a 1/2 share

Interests

- 509676.2 Mortgage to Geva Carne Innes - 17.1.1979 at 11.58 am
- 868581.1 Gazette Notice declaring that part of the within land marked "I" on SO 23073 (1600m2) is hereby acquired for road and shall form part of State Highway No. 8 and shall vest in the Crown on the 21st day of October 1993 - 2.11.1994 at 9.21 am
- 895630 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1.7.1984 and fixing (for the first 11 years) the annual rent at [REDACTED] calculated on a rental value of [REDACTED] - 16.11.1995 at 9.00 am.
- 953151.3 Mortgage to PGG Trust Limited - 20.8.1998 at 2.00 pm
- 980214.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 16.12.1999 at 9.50 am

Not under the Land Act 1948

Issued as a Recession of [in-Exchange-for] Lease registered in Vol. 534 fol. 124

NEW ZEALAND
OTAGO
LAND DISTRICT

Entered in the Register-book, Vol. 338 fol. 47
27th day of November

at 11:44 o'clock

AVL Land Registrar

338/47

Image Quality due to Condition of Original

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P.19

362/135

This Deed, made the first day of March one thousand nine hundred and fifty-one between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and GEORGE RHODES INGHES of OHARANA, in the Dominion of New Zealand, SHEKIP FARMER, (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 thirty thousand five hundred and twenty acres roads and perches, a little more or less, situated in the Land District of Otago, and being Run numbered Two hundred and One A (201 A) Longsight, Ahuriri, Hawkdon, St. Bathans and Lindis Survey Districts

See Separate Sheet.

(hereinafter referred to as "the said land"), as the same 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-one, together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-one. 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 Two hundred and sixty-five pounds (£ 265: -) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) by a deposit of (£) (the receipt of which sum is hereby acknowledged) and thereafter by half-yearly instalments of pounds shillings and pence (£ : :) on the 1st day of January and 1st day of July in each year in the same manner as aforesaid.

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 named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land 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 fern 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, 1923.
7. THAT the Lessee will clean and clear from woods 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, sell, cut, 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 New Zealand Trench Act, 1916, burn any trench, scrub, fern, or grass on the said land, nor permit any trench, 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 needless 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 Lessor 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 seed or situated within 100 feet of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building-dwellinghouse: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
- (6) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (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.

late
1966
R
at
LA

338147

LONGSLIP S. D. AHURIRI S. D.

Timaru - Cromwell S. H.
(via Lindis)

868581/4 Ahuriri River

Longslip 920748 477921

Run 201 B

EQUIVALENT METRIC
AREA IS 12351.0058

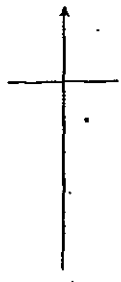
	ha
868581/4	+ 0.1200 ha
12351.1258 ha	
Run 201 G 920748	+ 0.4047 ha
	12351.5305 ha

Run 201 A
30,520 ac

LINDIS S. D.

HAWKDUN S. D.
Run 201 E

Run 235 C



Run 201 F

Run 201 A, part of
Ahuriri, Hawkdun,
Lindis, Longslip &
St Bathans S. D's

Run 237 H

Dunstan
Creek

Scale: 40 chains to an inch.
Mt. St. Bathans

Run 237 G

ST BATHANS S. D.
Run 583

S. D.

C.T. 338/47

338/47

- (4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,--
 - (i) Cultivate any portion of the said land for the purpose of growing winter food for the stock depastured thereon;
 - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (v) Surface sow in grass any portion of the said land;
 Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grass to the satisfaction of the Commissioner.
- (6) 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 ewes to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed ~~one sheep on a basis of a count of one for a dry sheep and of one and a half for a ewe in lamb.~~
- ** See below
- (7) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied 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, 1946, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
- (8) THAT these covenants are intended to take effect as a part of the lease under the Land Act, 1946, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE.
nil

(1) THAT pursuant to Section 8 of the Coal Mines Amendment Act, 1950, this lease is subject to the reservation to the Lessor of all coal existing on or under the surface of the land, and subject also to the reservation to the Lessor of the power to grant coal mining rights over the land under Part I of the Coal Mines Act, 1925.

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

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

Witness: [Signature]
 Occupation: Chief Clerk of Land Settlement Board
 Address: Dunedin

[Signature]
Assistant Commissioner of Crown Lands.

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

Witness: [Signature]
 Occupation: Postmistress
 Address: Dunedin

[Signature]
Lessee.

** (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 6215 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may by notice in writing permit the lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

No. 50.
 The Land Board of the Otago Land District has this day considered the mortgage of the [unclear] to [unclear] dated 14th November 1974 (Signed: R.S. Gulliford, Commissioner of Crown Lands).
 The Land Board of the Otago Land District has considered 2 mortgages of [unclear] dated 14th November 1974 and 1st February 1975 affecting [unclear] No. 50. (Signed: W.P. [unclear], Deputy Commissioner of Crown Lands).

379852 Mortgage to The State Advances Corporation of New Zealand 19 Jul 1974 at 2.46 pm
 452879 Transfer of Mortgage 372778 to Rural Banking and Finance Corporation of New Zealand - 23.1.1976 at 9.34 am
 477921 Gazette Notice proclaiming part of the road adjoining the within land as closed and incorporated into adjoining Lease 338/37 - 16.5.1977 at 11.20 am

The above memorials were brought forward to [unclear] dated [unclear] 1983.
 X 22129 Electricity Agreement under section 3 of the Electricity Amendment Act 1968 produced & searched 1968 & 10.4.3 etc.
 [Signature] A.L.R.

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.

372778 The Perpetual Trustees Estate and Agency Company of New Zealand Limited 14.57 am

OVER

509676/1 Transfer to Ron McPherson Williamson of Omarama, Farmer, Patricia Janet Milne of Waimate Married Woman and John William Rolleston of Timaru Solicitor - 17.1.1979 at 11.58 am

[Signature]
A.L.R.

856265/2 Transmission to Ron McPherson Williamson of Omarama Farmer and Patricia Janet Milne of Christchurch Widow as Survivors - 23.5.1994 at 10.05am

[Signature]
A.L.R.

509676/2 Mortgage to George Rhodes Innes - 17.1.1979 at 11.58 am

[Signature]
A.L.R.

515301 Variation of Mortgage 372778 - 2.5.1979 at 2 pm

[Signature]
A.L.R.

856265/2 Variation of Mortgage 606579/3 - 23.5.1994 at 10.05am

[Signature]
A.L.R.

606579/2 Mortgage to Tripp Rolleston Nominees Limited - 5.12.1983 at 1.37 pm

DISCHARGED
[Signature]
A.L.R.

868581/1 Gazette Notice declaring:

- i That part of the within land marked "I" on SO Plan 23073 (1600m²) is hereby acquired for road and shall from part of State Highway No. 8 and shall vest in the Crown on the 21st day of October 1993 and
- ii that part the road adjoining the within land marked "J" on SO Plan 23073 (1200m²) be stopped - 2.11.1994 at 9.21am

[Signature]
A.L.R.

606579/3 Mortgage to National Bank of New Zealand Limited - 5.12.1983 at 1.37 pm

DISCHARGED
[Signature]
A.L.R.

The stopped road adjoining the within land formerly marked J on SO Plan 23073 is now known as Section 4 SO Plan 22073 (1200m²) - 2.11.1994 at 9.21am
See New Appellation 868581/2

[Signature]
A.L.R.

606579/4 Memorandum of Priority ranking Mortgage 606579/2 as first Mortgage, Mortgage 606579/3 as second Mortgage, Mortgage 379852 as third Mortgage, Mortgage 509676/2 as fourth Mortgage - 5.12.1983 at 1.37 pm

[Signature]
A.L.R.

707406/1 Certificate vesting Mortgage 379852 in the Rural Banking and Finance Corporation of New Zealand - 19.7.1988 at 10.06 am

[Signature]
A.L.R.

868581/4 Certificate of Alteration incorporating in the within lease Section 4 SO Plan 23073 (1200m²) - 2.11.1994 at 9.21am

[Signature]
A.L.R.

733091/1 Mortgage to James David Cott - 13.7.1989 at 9.41 am

REGISTRATION OF MORTGAGES
[Signature]
A.L.R.

733091/2 Memorandum of Priority ranking Mortgage 733091/1 as second mortgage, Mortgage 606579/3 as third mortgage and Mortgage 509676/2 as fourth mortgage - 13.7.1989 at 9.41 am

[Signature]
A.L.R.

895630 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1.7.1984 and fixing (for the first 11 years) the annual rent at \$4,650.00 calculated on a rental value of \$310,000.00 - 16.11.1995 at 9.00 am

[Signature]
A.L.R.

741864/1 Variation of Mortgage 606579/2 - 8.11.1989 at 10.14am

[Signature]
A.L.R.

910921 Variation of Mortgage 606579/3 - 28.6.1996 at 9.46 am

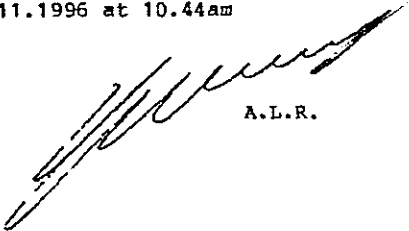
[Signature]
A.L.R.

741864/2 Transfer of Mortgage 509676/2 to Geva Carne Innes - 8.11.1989 at 10.14am

[Signature]
A.L.R.

CT 338/47

920748 Certificate of Alteration
incorporating in the within Lease Section
2 Block XVI Longslip Survey District
(4047m]) - 28.11.1996 at 10.44am



A.L.R.

953151.2 Transfer to Timothy Harold Innes

953151.3 Mortgage to PGG Trust Limited
all 20.8.1998 at 2.00



for DLR

975272.1 Transfer of a 1/2 share to
Geva Carne Innes
21.9.1999 at 9.00



for RGL

980214.1 Compensation
Certificate pursuant to Section
19 Public Works Act 1981
16.12.1999 at 9.50



for RGL



APPENDIX 2

KNIGHT FRANK
ALEXANDRA
23 AUG 2000
RECEIVED

received 24/7/00

with compliments

Joanne Hantz
Knight Frank NZ Ltd
P.O. Box 142
CHRISTCHURCH

Toitu te
Land whenua
Information
New Zealand



TELECOM EASEMENTS; PASTORAL LEASES

Herewith is a copy of each of the recent Telecom easements on the following properties, Eskhead, Nine Mile, Morven Hills, Ribbonwood and Dunstan Downs

Bob Lysaght

Bob Lysaght
25 July 2000

Noted	00960
Action by	GFH
Recorded	J
E/up date	
File Ref	

HER MAJESTY THE QUEEN

and

TELECOM NEW ZEALAND LIMITED

DEED OF EASEMENT
(General Easement)

McVEAGH FLEMING
SOLICITORS
AUCKLAND

DEED OF EASEMENT

(General easement)

Date:

PARTIES

- (1) **THE COMMISSIONER OF CROWN LANDS** pursuant to the Land Act 1948 (the "Grantor")
- (2) **TELECOM NEW ZEALAND LIMITED** at Wellington (the "Grantee")

BACKGROUND

- (A) The Grantee wishes to enter upon and cross the Grantor's Land for the purposes of installing, maintaining and using telecommunications lines and works, and conveying electricity.
- (B) The Grantor has agreed to grant to the Grantee easements for those purposes on the terms and conditions set out in this Deed.

BY THIS DEED IT IS AGREED AND DECLARED as follows:

1.1 DEFINITIONS

In this deed,

"Commencement Date" means the date first written above;

"Deed" means this deed, the Background and the Schedules annexed hereto;

"Easement Land" means the areas of the Grantor's Land delineated on the annexed plans setting out the location of the Lines and Works on the Grantor's Land being the areas within which the Grantee may exercise the rights granted by this Deed;

"Grantee" includes the Grantee's servants, agents, employees, workers and contractors and any licensee, lessee or tenant of the Grantee, but only where (in any case) the Grantee has allowed such person or persons to use the rights conferred by this Deed;

"Grantor's Land" means the land described in the Pastoral Lease;

"Lessee" means the lessee named in the Pastoral Lease;

AW *CB*

"Line" means a wire, cable or a conductor of any kind (including fibre optic cable) used or intended to be used for Telecommunication and includes any pole, mast, transmitter, receiver, amplifier, machinery, insulator, casing, fixture, tunnel or other equipment or material used or intended to be used for supporting any such wire, cable or conductor or relating to Telecommunication, and includes any part of a Line, and includes "existing lines" as defined by the Telecommunications Act 1987 and its amendments;

"Pastoral Lease" means pastoral lease no P 19 recorded in the Register Book as Volume 338 Folio 47 (Otago Land District) and as is more particularly delineated in the plan drawn thereon;

"Telecommunication" means the conveyance, transmission, emission, or reception of signs, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature whether by electromagnetic waves or not on any frequency and whether for the information of any person or not and includes any electronic power supply relating to Telecommunication;

"Works" includes a Line and any instrument, tower, mast, radio apparatus comprising transmitters or receivers or a combination of both, furniture, plant, office, building, machinery, engine, excavation, or work of whatever description used for the purpose of or in relation to or in any way connected with Telecommunication and includes "existing works" as defined in the Telecommunications Act 1987 and its amendments.

1.2 Construction

In the construction of this Deed, unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Deed;
- 1.2.2 references to Clauses and Schedules are to the clauses and schedules of this Deed;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2. GRANT OF RIGHTS

- 2.1 The Grantor hereby grants to the Grantee, for a term of sixty (60) years commencing on the Commencement Date and (subject to clause 12) expiring on the day prior to the sixtieth anniversary of the Commencement Date, pursuant to section 60 of the Land Act 1948, the following easements in gross:

AW CB

- 2.1.1 the right to construct, install and maintain Works on those parts of the Easement Land marked "A" and "D" on Survey Office Plan SO24827 and to use the Works for the purposes of Telecommunication without interruption or impediment;
- 2.1.2 the right to lay and maintain Lines in and under the soil of those parts of the Easement Land marked "A", "B", "C", "D" and "E" on Survey Office Plan SO24827 or as the case may be on and over the aforesaid parts of the Easement Land and to use such Lines for the purposes of Telecommunication without interruption or impediment;
- 2.1.3 the right for the Grantee to enter upon, go, pass and repass by vehicle, air or foot over the Easement Land (and such part of the Grantor's Land immediately adjoining the Easement Land as may reasonably be necessary to exercise the rights in this clause, provided that the Lessee's consent is first obtained) with or without vehicles, laden or unladen and with materials, machinery and implements from time to time and at all times and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, replacing or altering and renewing any Lines or Works or any part thereof and of opening up the soil of the Easement Land to such extent as may be necessary and reasonable in that regard subject to the condition that as little disturbance as possible is caused to the surface of the Grantor's Land.

3 CONSIDERATION

- 3.1 In consideration of the grant of easements in this Deed:
 - 3.1.1 the Grantee has paid the Grantor the sum of \$ _____ plus GST (receipt of which is acknowledged by the Grantor), and
 - 3.1.2 the Grantee shall duly observe the obligations imposed on it under this Deed.

4 PAYMENT OF COMPENSATION TO LESSEES

- 4.1 The Grantee has entered into an agreement with the Lessees recording receipt by the Lessees of a payment from the Grantee, which amount is acknowledged by the Lessee to be paid in lieu of the payment of any compensation by the Grantor pursuant to section 60(1) of the Land Act 1948, and that agreement records the Lessees' waiver of their right to any compensation from the Grantor in respect of the grant of easements in this Deed.

5 OBLIGATIONS OF THE GRANTEE

- 5.1 The rights and powers conferred under clause 2 of this Deed are granted subject to the following conditions and obligations:
 - 5.1.1 The Grantee shall when on the Easement Land:

EW CB

- (i) wherever possible remain on the roads and tracks constructed on the Easement Land;
- (ii) not use or cause to be used either any tracked vehicle or any other class of vehicle which has been prohibited by the Grantor;
- (iii) immediately after passing through any gates, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- (iv) take all reasonable precautions for guarding against any danger (including, but without limitation, fire, physical damage or disease) on the Grantor's Land, and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this clause 5.1.1 (iv)) comply with all reasonable conditions that may be imposed from time to time by the Grantor or any lawful authority;
- (v) ensure that as little damage or disturbance as possible is caused to the surface of the Grantor's Land and that the surface is restored as nearly as possible to its former condition and any other damage done by reason of the activities permitted on the Easement Land by this Deed is repaired forthwith;
- (vi) ensure that the Grantee does not enter upon the Easement Land without first contacting the Lessees by telephone and advising them of their intention to enter upon the Easement Land for the purposes permitted in this Deed except in cases of emergency.

5.1.2 The Grantee shall, at its cost, maintain and repair to the reasonable satisfaction of the Grantor any part of the Grantor's Land, including the tracks, fences, gates, drains, buildings or other structures, which is damaged by the Grantee **PROVIDED THAT** the obligation to maintain and repair shall only arise if damage is caused by the Grantee.

- 5.2 The Grantee shall compensate the Grantor for any loss suffered by the Grantor if the actions of the Grantee result in damage to stock on the Grantor's Land.
- 5.3 The Grantee shall at all times in the exercise of the rights set out in this Deed not obstruct or hamper the Grantor, or any agents, employees and contractors of the Grantor, in its or their normal or reasonable use of the Grantor's Land.
- 5.4 The Grantee shall not at any time except with the prior written approval of the Grantor (which approval shall not be unreasonably withheld) carry out any activity which is not included within clause 2 of this Deed on the Grantor's Land, or do any other thing which would affect the ability of the Grantor to use the Grantor's Land.
- 5.5 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed.

6 OBLIGATIONS OF THE GRANTOR

- 6.1 The Grantor shall not grant any lease, licence or easement with respect to any part of the Grantor's Land or any building erected on it to any other party which authorises the operation of any equipment which causes interference (as defined in section 2 of the Radiocommunications Act 1989) with the operation of the Grantee's Telecommunication equipment on the Easement Land.
- 6.2 The Grantor shall not grow or permit to be grown any trees, shrubs or bushes of any description which will interfere with the rights granted by this Deed provided however that the provisions of this clause shall not apply so long as the Grantor hereunder is Her Majesty the Queen.

7 ACCESS TRACK

- 7.1 The Grantee may at its own expense form a metalled surface access track suitable for four wheel drive vehicles between the areas marked "A" and "D" on Survey Office Plan SO24827 and the Omarama-Lindis Pass Road and shall maintain that access track to a standard sufficient for use by four wheel drive vehicles, save when the track is impassable by reason of snowfall.

8 OWNERSHIP OF LINES AND WORKS

- 8.1 All Lines and Works placed on the Easement Land by the Grantee for the purposes of exercising the rights of the Grantee created by this Deed will remain the property of the Grantee and no part of them will become a fixture on the Easement Land.
- 8.2 The Grantee shall, on the expiry of the term or sooner determination of the rights created by this Deed, remove all Lines and Works from the Easement Land within one month and will restore the Grantor's Land to the condition that it was in at the commencement of this Deed.
- 8.3 In determining whether the Grantee has restored the Grantor's Land to the condition that it was in at the commencement of this Deed, the Grantor will take into account any changes since the Commencement Date in that part of the Grantor's Land where the Easement Land is located, and any other factors affecting the physical state of the Grantor's Land.
- 8.4 If the Grantee has not taken the steps set out in clause 8.2 within the specified time frame, the Grantor may remove all Lines and Works from the Easement Land and restore the Grantor's Land to the condition that it was in at the commencement of this Deed and recover all costs incurred from the Grantee.

7

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COSTS

- 9.1 The Grantee shall bear all reasonable costs and expenses (including the Grantor's legal costs and expenses where recovery of those costs is permitted by law) in relation to the preparation registration and enforcement of any provisions in this Deed.
- 9.2 All costs for the installation of Lines and carrying out of Works permitted by this Deed shall be paid for by the Grantee.

10 INDEMNITY

- 10.1 The Grantee hereby indemnifies the Grantor against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor in connection with this Deed or as a direct result of the exercise by the Grantee of its rights under this Deed, or any breach by the Grantee of its obligations, undertakings or warranties contained or implied in this Deed.

11. GRANTOR'S LIABILITY EXCLUDED

- 11.1 Under no circumstances will the Grantor be liable in contract, tort, or otherwise to the Grantee for any expense, costs, loss, injury, or damage whether consequential or otherwise, arising directly or indirectly from this Deed or any activity undertaken by the Grantor on the Grantor's Land, whether the expense, cost, loss, injury or damage is the direct or indirect result of negligence or otherwise.

12 TERMINATION

- 12.1 The Grantee may terminate the rights created by this Deed by the giving of twelve months notice in writing to the Grantor and on termination pursuant to this clause the provisions of clause 8 shall be applicable.

13 REGISTRATION

- 13.1 The parties shall take and do all such acts and things necessary to ensure that this Deed may be registered if the Grantee wishes to register the Deed or a Memorandum of Transfer Grant of Easement on substantially the same terms in the appropriate Land District.

14 DELEGATION

- 14.1 All rights, benefits, and obligations of the Grantor arising under this Deed may be exercised by any person duly appointed by the Grantor **PROVIDED THAT** the exercise of any such rights, benefits or obligations by that person shall not limit the liability of the Grantor in the performance or observance of the provisions of this Deed.

AW CB

15 DISPUTES

15.1 If any dispute arises between the Grantor and the Grantee concerning the rights created by this Deed the parties shall enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Grantor's Land is situated. Such arbitration shall be determined in accordance with the Arbitration Act 1996, excluding the second schedule thereof, and the parties' execution of this Deed shall be deemed to be a submission to arbitration PROVIDED THAT this clause shall be subject in all respects to the provisions of section 17 of the Land Act 1948.

16 NOTICES

16.1 Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the address in writing to the other party.

16.1.1 The Grantor's Address as set out in paragraph 2 of the First Schedule.

16.1.2 The Grantee's Address as set out a paragraph 5 of the First Schedule.

16.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

17 SEVERABILITY

17.1 If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void, or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed which shall remain in full force.

18 TELECOMMUNICATIONS ACT

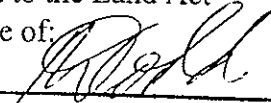
18.1 Nothing in this Deed shall be construed to limit, remove, alter or restrict any rights, powers, remedies or actions which the Grantee may have under the Telecommunications Act 1987 or any statutory amendment or re-enactment thereof.

IN WITNESS WHEREOF this Deed has been duly executed on the date first written above.

SIGNED by the Commissioner of Crown Lands ~~DAVID JOSEPH GULLEN~~ pursuant to the Land Act 1948 in the presence of:

ROBERT WILLIAM LYSAGHT
PURSUANT TO A DELEGATION
FROM THE COMMISSIONER
OF CROWN LANDS



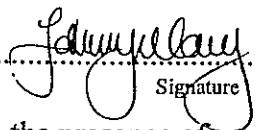

MICHAEL JOHN TODD
PORTFOLIO MANAGER
CROWN PROPERTY MANAGEMENT
CALVINZ CHRISTOPHERSON

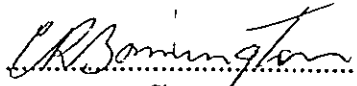


SIGNED for and on behalf of TELECOM NEW ZEALAND LIMITED
on the 17th day of May 2000 by two of its Attorneys:
and

Tina Ming-Wong
Environmental Manager
Wellington

Craig Ritchie Bonnington
Network Property Information Manager
Telecom New Zealand Limited


.....
Signature


.....
Signature

in the presence of:

WITNESS: (to both signatures)


.....
Signature

Grant Jason Robertson
Acquisition Project Consultant
Wellington

Name:
Occupation:
Address:

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We: Tina Ming-Wong
Environmental Manager
Wellington

and Craig Ritchie Bonnington
Network Property Information Manager
Telecom New Zealand Limited

hereby severally certify:

1. That by a Power of Attorney dated 26 February 1998 copies of which are deposited in the Land Titles Offices at:

Auckland	as No D250016.1F	Gisborne	as No G219546.1	Napier	as No 668157
Blenheim	as No 196252.1	Hamilton	as No B469761.1	Nelson	as No 375631.1
Christchurch	as No A342475.1	Hokitika	as No 109390.1	New Plymouth	as No 448858.1
Dunedin	as No 944665.1	Invercargill	as No 256408.1	Wellington	as No B654792.1

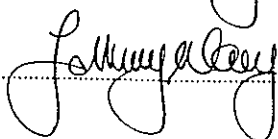
Telecom New Zealand Limited appointed as its Attorneys on the terms and subject to the conditions set out in the said Power of Attorney any two of the following persons (and each and every person as may for the time being be acting as such): the Manager, Property Acquisitions and Divestments, Telecom New Zealand Limited; the Environmental Manager, Telecom New Zealand Limited; the Network Property Information Manager, Telecom New Zealand Limited; the Property Divestments Manager, Telecom New Zealand Limited; the Manager, Network Property Asset Utilisation, Telecom New Zealand Limited; the Manager, Telecom Property Services, Telecom New Zealand Limited; the Commercial Manager, Telecom Property Services, Telecom New Zealand Limited; the Manager, Corporate Services, Telecom New Zealand Limited; the Manager, Capability Management, Telecom New Zealand Limited.

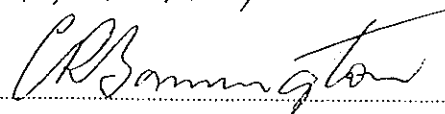
2. That we are employed by Telecom in the offices set out above under our respective names and as such are Attorneys for Telecom pursuant to the said Power of Attorney.

3. That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of Telecom or otherwise.

SIGNED at Wellington
this 17th day of May 2000

SIGNED at Wellington
this 17 day of MAY 2000


.....


.....

FIRST SCHEDULE**1. GRANTOR'S LAND**

12351.5305 ha being Run 201A Longslip, Ahuriri, Hawkdun, St Bathans and Lindis Survey Districts and being all of the land referred to in Pastoral Lease P 19 entered in the Otago Land District Registry Book Volume 338 Folio 47.

2. GRANTOR'S ADDRESS

Land Information New Zealand
Lambton House
110 Lambton Quay
Wellington

Attention: The Commissioner of Crown Lands

3. GRANTEE'S ADDRESS

Telecom Centre LIU2
49-55 Tory Street
Wellington

Attention: The Manager
Property Acquisitions and Divestments
(or such other person as the Grantee may hereafter advise in writing to
the Grantor)

aw
CSB

APPENDIX 3

LAND SETTLEMENT BOARD
HEAD OFFICE COMMITTEE
SITING OF VHF REPEATER STATION

FILES: HO 8/9/75
 DO P 19

CASE NO

77/75

OTAGO LAND DISTRICT

PROPOSAL

A request has been received from the New Zealand Electricity Department (via Head Office) to regularise the VHF site on this Pastoral Lease.

APPLICANT

New Zealand Electricity Department.

LAND

Run 201A, Ahuriri, Hawkdun, Lindis, Longslip and St Bathans Survey Districts.
 area: 12351 hectares.

LEASE

Tenure: Pastoral
 Lessee: George Rhodes Innes
 Run Name: "Dunstan Downs"
 Location: On Lindis Pass Road 19 km west of Oamarua

AESTHETICS

The track is readily visible from sections of the State Highway. It is difficult to say whether a better route is available without further inspections.

CONSENT OF LESSEE

Lessee had originally consented to erection of repeater.

FIELD OFFICER'S COMMENTS

FO W I Chalmers 25.1.77

Area was inspected early in January as weather and snow conditions delayed inspection of the access track and repeater station. The track has already been constructed and is of reasonable construction, though steep in parts, has suffered some minor run-off damage around approximately 1300 m asl and maintenance is required, especially the diversion of water off and away from the track formation.

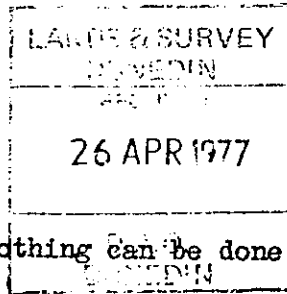
Around the repeater site on Old Man Peak there is an accumulation of discarded building materials and a damaged hardwood pole. This material should be removed from the site and buried.

Construction standards are not what this Department recommends, therefore the NZED must assume the full responsibility for proper maintenance and stabilisation.

Field Officer recommends that where adequate soil exists, disturbed areas should be seeded and topdressed.

GENERAL

The NZED installed their repeater station and track some 5 years ago with the permission of the lessee. However permission from the Crown was overlooked and the Electricity Department have only just discovered this.



CHIEF SURVEYOR'S COMMENTS

As repeater has been built for 5 years nothing can be done about protecting trig rays.

PUBLICITY

Not considered necessary.

PLANS

Attached

RECOMMENDATION

That Head Office Committee approve the issue of a Letter of Agreement to NZED to cover a VHF radio repeater site on Dunstan Downs - P 19 - subject to the following conditions.

- 1 Term of the agreement to coincide with the term of the Pastoral Lease at an annual rent of \$20 (11 year rent reviews).
- 2 Licensee to have rights to occupy the building but no rights to the land.
- 3 Any requirements of the Nature Conservation Council to be met.
- 4 All discarded building materials to be removed from the site.
- 5 The track should be brought up to the standard of normal tracking requirements. NZED must assume full responsibility for proper maintenance and stabilisation. Where adequate soil exists disturbed areas should be seeded and topdressed.

The Commissioner of Crown Lands,

DUNEDIN

For your information and action. Memo from Nature Conservation Council attached

Chas
Director-General
22/4/77

- There is no attempt here saying this is allowed - It has a lease No though

17/4/77
Leases

Lands & Survey Dept.
17 AUG 1977
DUNEDIN

473

DEPARTMENT OF
LANDS AND SURVEY

"a century of service
to the land 1876-1976"

OUR REFERENCE: P 19

YOUR REFERENCE:

FOR VERBAL ENQUIRIES PLEASE ASK FOR:

Mr Mackenzie

Box 896
DUNEDIN

4 May 1977

The Manager
New Zealand Electricity Department
Box 974
DUNEDIN

ACTION
227
30/AUG 1977
SHEET
Name of document to
reference

VHF REPEATER STATION - "DUNSTAN DOWNS"
(Old Man Peak NZMS1 3116 Ref. 424243)

I refer to a recent request from your Head Office regarding your Department's VHF repeater station on Crown Pastoral Lease P 19 (CT 338/37).

Head Office Committee of the Land Settlement Board has approved regularisation of the repeater site and the issue of this letter of agreement. Details are as follows:

- 1 Term of agreement to coincide with the term of the Pastoral Lease at an annual rent of \$20 (11 year rent reviews).
- 2 Licensee to have rights to occupy the building but no rights to the land.
- 3 All discarded building materials to be removed from the site.
- 4 The track be brought up to the standard of normal tracking requirements.

NZED must assume full responsibility for proper maintenance and stabilisation. Where adequate soil exists disturbed areas should be seeded and topdressed.

A copy of Lands and Survey general guidelines for farm tracks is enclosed.

Would you please indicate your acceptance of the above by signing the duplicate of this letter and returning it to this Office.

J A D Shaw
Commissioner of Crown Lands

per *[Signature]*

The Commissioner of Crown Lands
Box 896
DUNEDIN

*Account 20 59
set up.
All further action regarding the VHF
on that file.*

I accept occupancy of the VHF site on "Dunstan Downs" on the conditions outlined.

[Signature]

FOR NZED

28 June 1977

LEASES SECTION

m.v. - set up A/c.

Po 19 Dunstan DownsIncomplete actions

I am in the process of doing the scoping report for Dunstan Downs. There are 3 recent incomplete actions on this lease and I want to update where things are at with them.

1./ Omarama Telecom Easement

This is the submission I sent to Chch ages ago, Bailey's are dealing with it on behalf of Telecom. What progress is this making?? Has the Submission been approved? how are you going sorting out the documentation problem?? As you see there are several consents on the go with Dunstan Downs and I want to make progress on at least one of them.

2./ LO 59 Old Man Repeater Site

Transpower (and co-siters Police and Works CC) have the use of the site and the access to it based on a "Letter of Agreement" dated 4/5/77, is not an LO at all. Received Dave Gullen letter dated the 9 Feb. '98 saying Caroline M. & Dave G. will be addressing shortly etc. Said his correspondence was being passed to Geoff Ho. File here now up to folio 54, what other info . you want off the file?? Am assuming this will remain an incomplete action for some time??

3./ Omarama - Luggate Fibre Optic Cable

Have just received this request from Telecom for an easement to run a cable through Dunstan Downs. Another incomplete action. The documentation is with Kit./Caroline M. Has it been looked at it yet?? On the basis of not expecting a quick reply I am doing a submission subject to documentation approval.

Caroline Crawford

24/2/98

E-mailed to Geoff Holygate 26/2/98