

Crown Pastoral Land Tenure Review

Lease name : EWEBURN

Lease number : PO 074

Land 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.

December 09

LAND STATUS ADDENDUM REPORT

Prepared in Accordance with LINZS45000

Eweburn

File Ref: S09025 Eweburn	Submission No:	Submission Date: 20 May 2009
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Office of Agent: Cromwell	Date sent to LINZ: 20 May 2009	LINZ Case No:
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1. Details of Lease

Lease Name:	Eweburn
Lease No:	P 074
Location:	Otago
Lessee:	Stuart Douglas Francis
Land District:	Otago
CIR Reference:	OT386/68 - Lease under s83 Land Act 1948
Area:	2639.9229 hectares (subject to survey)
Tenure Review Status:	Not in tenure review.

2. Background Information

This report has been prepared on the instruction of Land Information New Zealand in terms of the Statement of Work dated 7 April 2009 and is undertaken for the purpose of updating the current Land Status Plan for Eweburn. This assessment has been undertaken in accordance with the requirements of LINZS45000: Standard to Determine Authority to Act and Record Crown Land.

Where changes to the Land Status Report have been identified, the relevant changes and supporting documentation are attached to this report. In this instance the Land Status Plan has also been updated to reflect the changes made.

Any changes identified from our review of the Land Status Report shall form an addendum to the report dated 22 October 1999. A new Land Status Report has not been prepared.

Where no changes to the Land Status Report have been identified, the Land Status Plan has simply been updated to comply with the *Drawing Specification for Pastoral Land Status Plans* in this instance the plan has been based on the Land Status Report dated 22 October 1999.

3. Land Status Report

Property:	EWEBURN
Lease Reference:	P 074
Land District:	Otago
Legal Description:	Parts Run 219C, Sections 27, 28, 29, 34, 35, 36, 37, 38, 39, 43, 50, 51, 107 and Part Section 106 Block I and Section 17 Block II Naseby SD.
CIR Reference:	OT386/68
Area:	2639.9229 ha (subject to survey)
Status:	Crown Land subject to the Land Act 1948
Variations/Changes to Land Status:	Nil

4. Discussion

The land status report for Eweburn, as prepared on 22 October 1999, (as attached in Appendix 3) by Opus International Consultants, was used as a basis for the preparation of this amended status plan. Verification of the data used in this initial report has been undertaken and an investigation of transactions registered against Computer Interest Register OT386/68 since the completion of the initial report has also been completed.

A new right of way easement created under Section 348 of the Local Government Act 1974 has been created since the last Land Status Report over the neighbouring properties, Lots 1 and 2 DP 21430 in Favour of Eweburn. This is shown in the attached transfer document 5226623.1 and Survey Plan DP 300542.

5017868.1 - There has been a departmental dealing correcting the legal description on the Computer Interest Register of Section 106 to Part Section 106 Block I Naseby Survey District and Part Run 2190 to Parts Run 219C – 4/01/2001.

5. Reference Material

Computer Freehold Registers used in the determination of the status of Eweburn are attached in Appendix 3.

6. Recommendation

That the land depicted on the attached plan in Appendix 1 be accepted as having status as Crown Land subject to the Land Act 1948.

That the land depicted on the attached plan in Appendix 1 be accepted as being subject to Lease P 074 as contained in Computer Interest Register OT386/68.

7. Appendices

1. Land Status Plan
2. Computer Interest and Freehold Registers
3. 1999 Status Report
4. Supporting Documents.



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



Search Copy

Identifier OT386/68
Land Registration District Otago
Date Registered 02 December 1957 02:15 pm

Part-Cancelled

Prior References

OT307/181

Type	Lease under s83 Land Act 1948	
Area	2643.4268 hectares more or less	Term 33 years commencing on the first day of July 1954 and renewed for a further period of 33 years commencing on 1.7.1987

Legal Description Section 27-29, 34-39, 43, 50-51 Block I and Part Section 106 Block I and Section 107 Block I and Section 17 Block II Naseby Survey District and Parts Run 219C

Proprietors

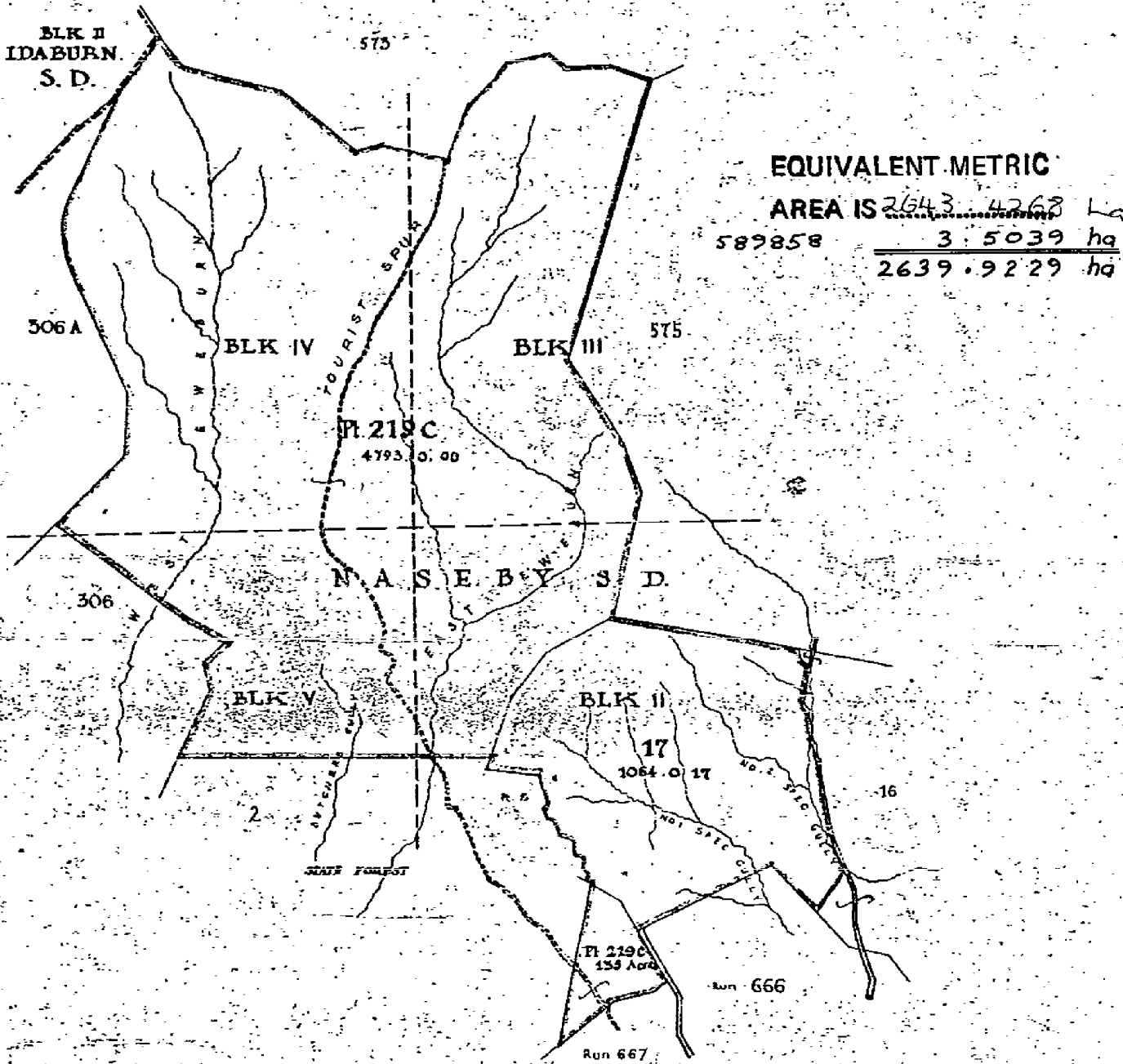
Stuart Douglas Francis

Interests

589858 Surrender of part of the within lease (3.5039 ha) - 10.2.1983 at 11.14 am
 760656 Renewal of Crown Lease for a further period of 33 years commencing on 1.7.1987 and fixing (for the first 11 years) the annual rent at \$1,425.00 calculated on a rental value \$95,000.00 - 9.8.1990 at 10.36 am
 817901 Transfer creating the following easements in gross - 11.11.1992 at 10:01 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Convey water	Section 27-29, 34-39, 43, 50-51 Block I and Part Section 106 Block I and Section 107 Block I and Section 17 Block II Naseby Survey District and Parts Run 219C - herein	Black line Transfer 817901	Hawkdun Idaburn Irrigation Company Limited	N/A

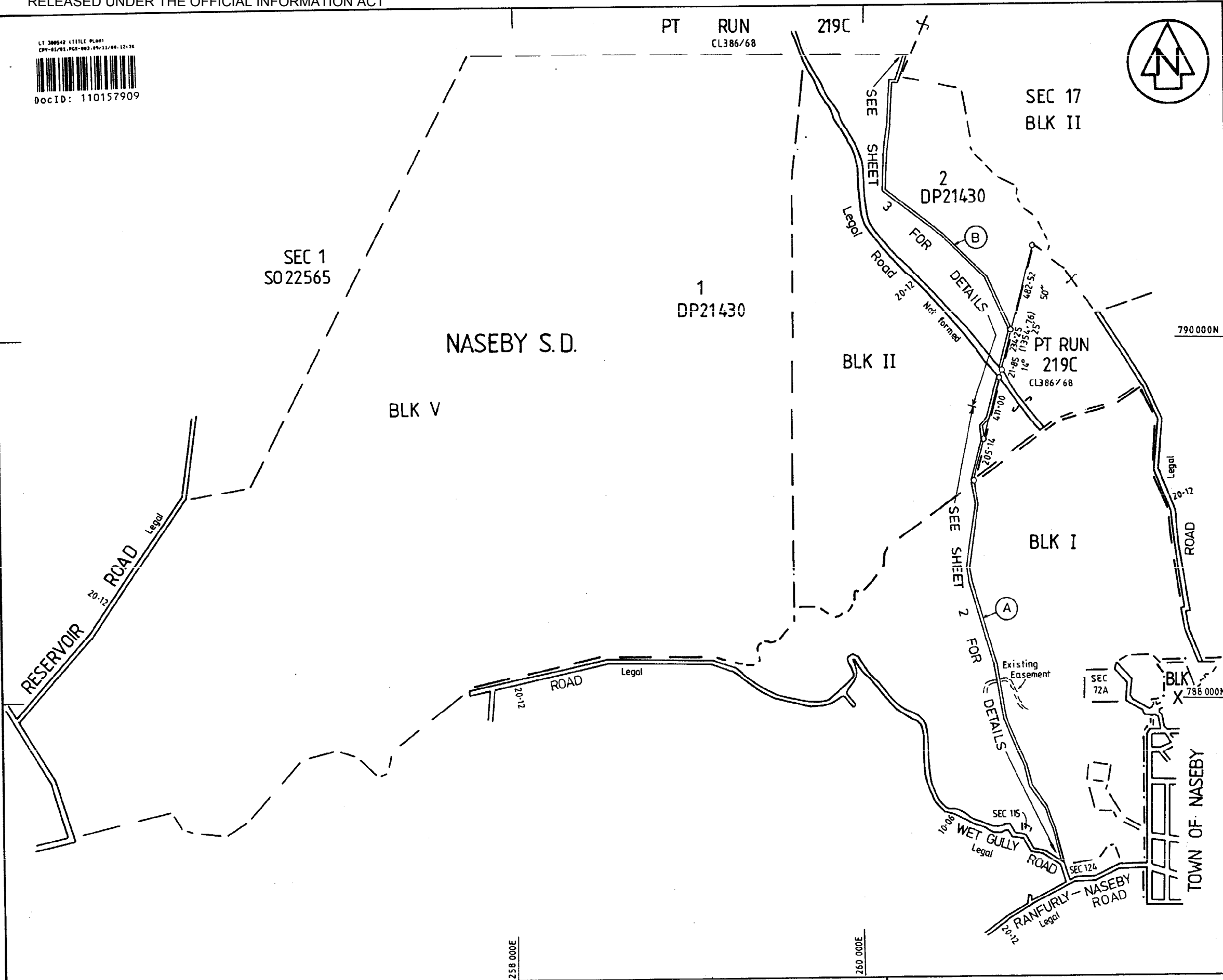
Appurtenant to Section 17 and part Run 219C are rights of way created by Transfer 5226623.1 - 22.5.2002 at 9:00 am



EQUIVALENT METRIC

AREA IS 2643.4268 ha
589858 3.5039 ha
2639.9229 ha

LT 300542 (TITLE PLAN)
 CPV-81/93.105-003.PV/11/00.12-24
 DocID: 110157909



Approvals

PROPOSED EASEMENTS			
PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
RIGHT OF WAY	(A)	LOT 1 DP21430	PTS RUN 219C & SEC 17, BLK II, & SECS 27, 28, 29, 34, 35, 36, 37, 38, 39, 43, 50, 51 & 107 & PT 106, BLK I, NASEBY SD (CT 386/68)
	(B)	LOT 2 DP21430	

Approved pursuant to Section 348 of the Local Government Act 1974 is the proposed Right of Way shown hereon this 17th day of December 2000

[Signature]

CLASS OF SURVEY: II

Total Area

Comprised in .CT.18C/1142

I, NIGEL BUCKLAND PITTS, being a person entitled to practice as a registered surveyor, certify that -

(a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Survey Act 1986 and the Survey Regulations 1998;

(b) This dataset is accurate, and has been created in accordance with that Act and those Regulations.

[Signature] 8-11-2000
 (Date)

Field Book p. Traverse Book p.

Reference Plans

Examined Correct

Approved as to Survey

1.1.21.00 *[Signature]* Chief Surveyor

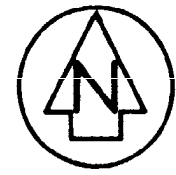
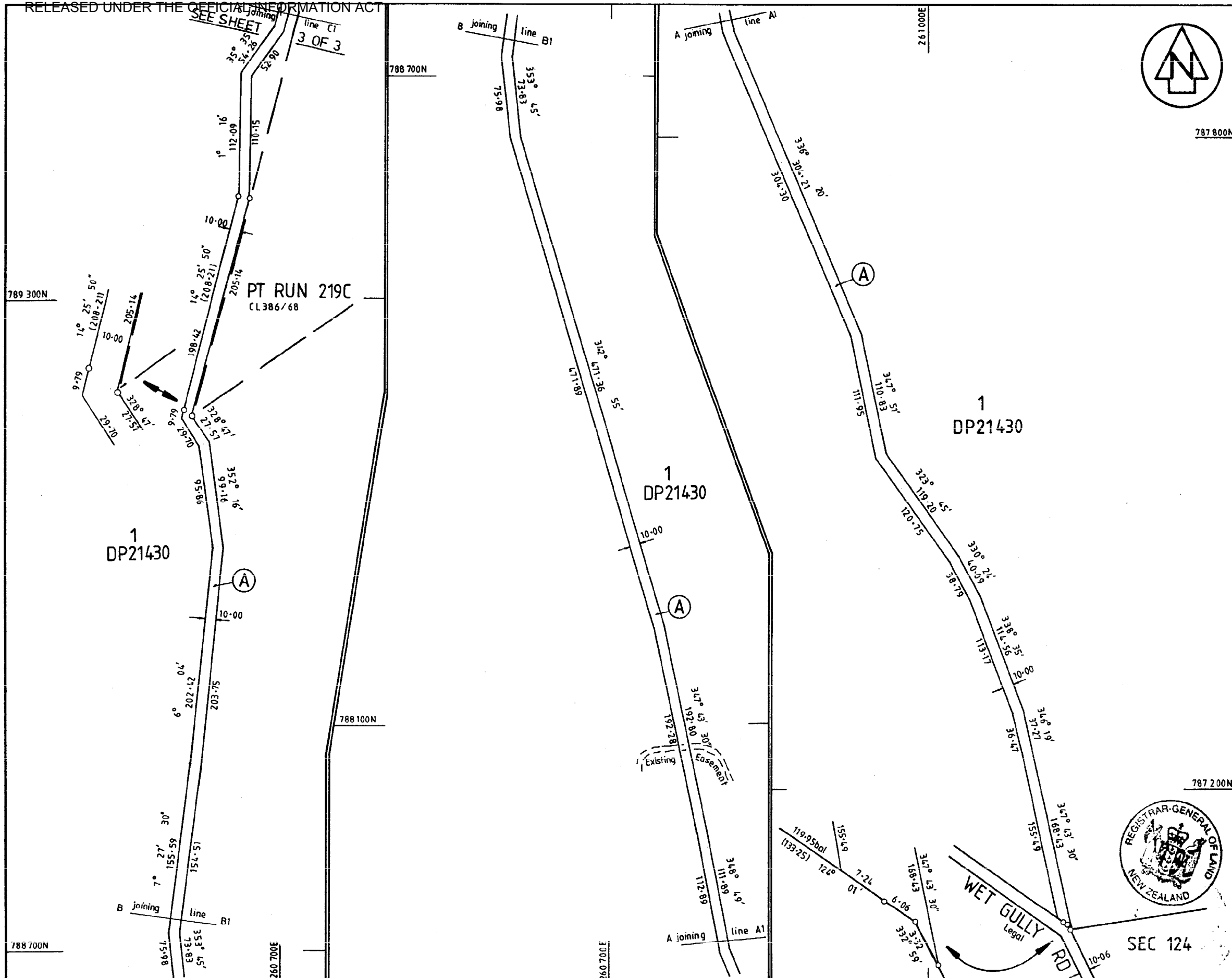
Deposited this 21st day of December 2000

LAND DISTRICT OTAGO
 SURVEY BLK. & DIST. I II & V NASEBY SD X TOWN OF NASEBY
 NZMS 261 SHT RECORD MAP No

EASEMENTS OVER LOTS 1 & 2 DP21430

TERRITORIAL AUTHORITY CENTRAL OTAGO DISTRICT
 Surveyed by PATERSON PITTS PARTNERS LTD
 Scale 1:15000 Date AUGUST 2000

REGISTRAR-GENERAL OF LAND
 for Registrar-General of Land
 DP 300542



Approvals

Total Area

Comprised in CT 18C/1142

I, NIGEL BUCKLAND PITTS, being a person entitled to practice as a registered surveyor, certify that -
 (a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Survey Act 1986 and the Survey Regulations 1998;
 (b) This dataset is accurate, and has been created in accordance with that Act and those Regulations.

[Signature] 8-11-2000
 (Signature) (Date)

Field Book p. Traverse Book p.
 Reference Plans
 Examined Correct

Approved as to Survey
 1/12/00 Deputy Chief Surveyor *[Signature]*

Deposited this 21st day of December 2000

[Signature] Registrar-General of Land

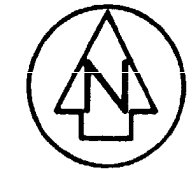
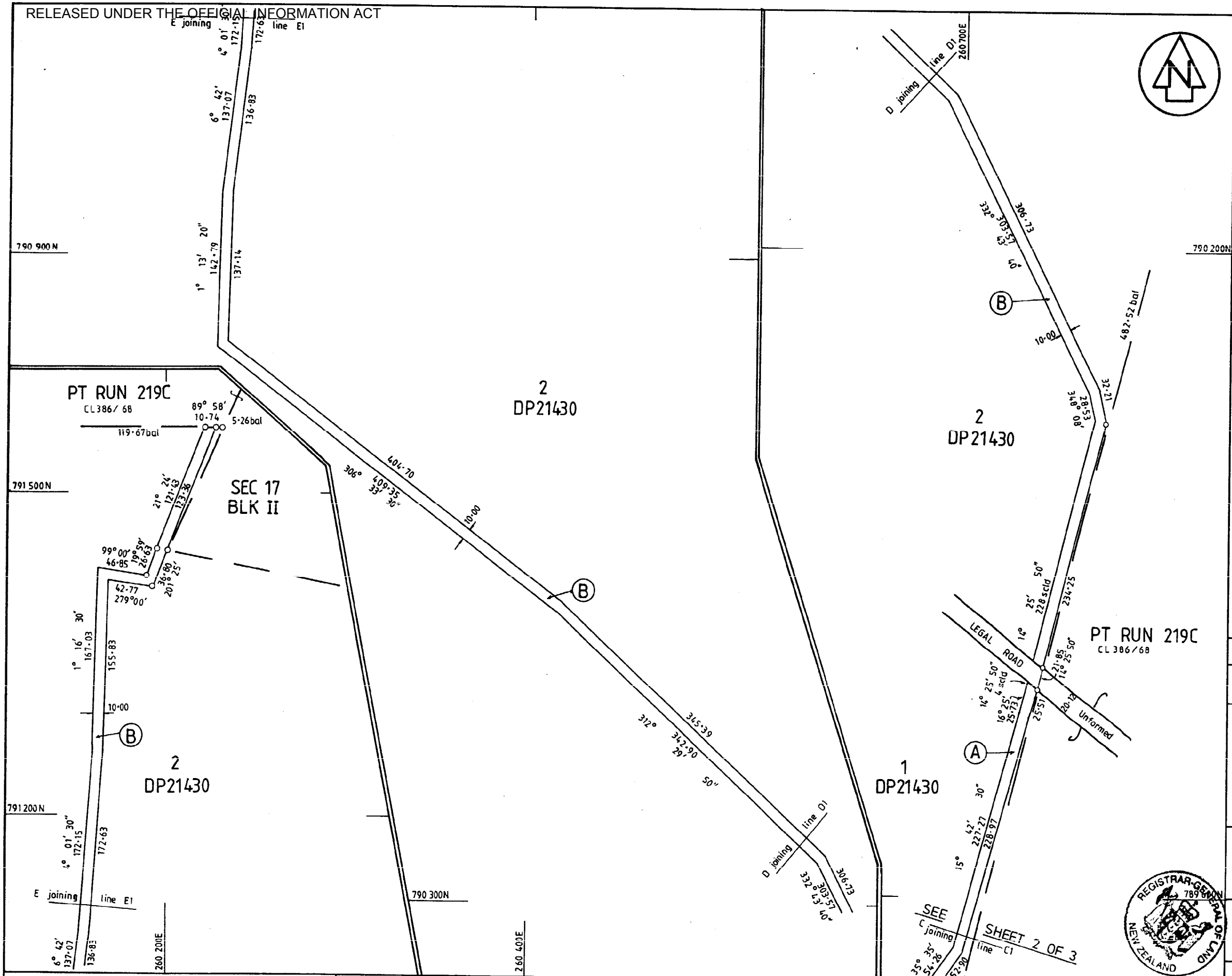
File 9348
 Received 9-11-00
 Instructions

DP 300542

LAND DISTRICT OTAGO
 I II & V NASEBY SD
 SURVEY BLK. & DIST. X TOWN OF NASEBY
 NZMS 261 SHT RECORD MAP No

DIAGRAM SHEET

TERRITORIAL AUTHORITY CENTRAL OTAGO DISTRICT
 Surveyed by PATERSON PITTS PARTNERS LTD
 Scale 1:2500 Date AUGUST 2000



Approvals

Total Area

Comprised in CT18C / 1142

NIGEL BUCKLAND PITTS, being a person entitled to practice as a registered surveyor, certify that -

(a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Survey Act 1986 and the Survey Regulations 1998;

(b) This dataset is accurate, and has been created in accordance with that Act and these Regulations.

[Signature] 8-11-2000
(Date)

Field Book p. Traverse Book p.

Reference Plans

Examined Correct



LAND DISTRICT OTAGO

SURVEY BLK. & DIST. I II & V NASEBY SD
X TOWN OF NASEBY

NZMS 261 SHT RECORD MAP No

DIAGRAM SHEET

TERRITORIAL AUTHORITY CENTRAL OTAGO DISTRICT

Surveyed by PATERSON PITTS PARTNERS LTD

Scale 1:2500 Date AUGUST 2000

Approved as to Survey

11121.00 *[Signature]* Deputy Chief Surveyor

Deposited this 21st day of November 2000

[Signature] Registrar-General of Land

File Received 9.11.00 Instructions

DP 300542

TRANSFER
Land Transfer Act 1952



DocID: 110328014



If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

Land Registration District

OTAGO

Certificate of Title No.	All or Part?	Area and legal description -- Insert only when part or Stratum, CT
10C 8457	1142 Part	1784 hectares, more or less, being Lots 1 and 2 DP 21430

Transferor Surnames must be underlined or in CAPITALS

ERNSLAW ONE LIMITED

Transferee Surnames must be underlined or in CAPITALS

Richard Douglas FRANCIS and Raymond John FRANCIS, Stewart Douglas FRANCIS and Philip Anthony TONKIN


Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.

Easement of Right of Way (continued on pages 1-11 of Annexure Schedule)

Consideration
\$1.00 (One dollar)

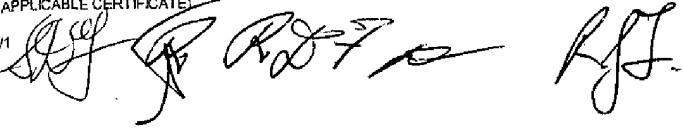
Operative Clause
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 28th day of September 2001

SIGNED for and on behalf of ERNSLAW ONE LIMITED by: Director Signature, or common seal of Transferor	Signed in my presence by the Transferor Signature of Witness 	Attestation continued on pages 6 and 7 of Annexure Schedule.
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name ROBERT TING Occupation FINANCE MANAGER Address 497 MT ALBERT ROAD, AUCKLAND	


Solicitor for the Transferee

Certified correct for the purposes of the Land Transfer Act 1952
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

REF: 4130 /1


Annexure Schedule

TRANSFER

Dated

28 September 2001

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Continuation of "Estate or Interest or Easement to be created"

BY THIS MEMORANDUM OF TRANSFER IT IS AGREED as follows:

1 CONSTRUCTION

1.1 Construction:

In the construction of this Transfer unless the context otherwise requires:

- 1.1.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Transfer;
- 1.1.2 references to Clauses and the Schedules are to the Clauses and the Schedules of this Transfer;
- 1.1.3 references to any statute, regulation or other statutory instrument or bylaw be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.1.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

- 2.1 The Transferor hereby grants to the Transferee a right of way easement over those parts of the Transferor's Land shown marked A and B on DP 300542 together with the rights and powers implied by virtue of the Seventh Schedule to the Land Transfer Act 1952 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Transfer to the intent that the easement shall be forever appurtenant to the Transferee's Land as set out in the First Schedule.
- 2.2 In consideration of the Transferor agreeing to enter into this Transfer the Transferee shall duly observe the obligations imposed on it under this Transfer.
- 2.3 Notwithstanding any other provision in this Transfer, the Transferee may only exercise the rights and powers granted by this Transfer to the extent required for, and

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Handwritten signatures and initials]

Annexure Schedule



TRANSFER

Dated

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consistent with present or similar pastoral purposes of the Transferee's Land (including the occupation of a single dwelling house) unless the Transferee has first obtained the prior written consent of the Transferor which the Transferor may give or withhold at its sole discretion.

3 OBLIGATIONS OF THE TRANSFEREE

The rights and powers conferred under Clause 2 of this Transfer are granted subject to the following conditions and obligations:

3.1 The Transferee shall when passing or re-passing over the Transferor's Land:

- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Transferor's Land and when on the roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- 3.1.2 not use or cause to be used any tracked or heavy vehicle which has been prohibited by the Transferor;
- 3.1.3 not take or cause to be taken over the Transferor's Land any welding equipment without the prior written permission of the Transferor;
- 3.1.4 immediately after passing through any gates on the Transferor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 3.1.5 take all full and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage or disease) either on the Transferor's Land, and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this Clause 3.1.5.):
 - (i) comply strictly with all conditions that may be imposed from time to time by the Transferor or other lawful authority including, without limitation, any requirement of the Historic Places Trust in respect of the historic water races on the Transferor's Land; and

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Handwritten signatures and initials of the parties involved in the transfer.

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(ii) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.

3.1.6 not damage, interfere with or modify any water race (whether still used or not) crossing or forming part of the access;

3.2 The Transferee shall, at its cost, repair to the satisfaction of the Transferor, any of the Transferor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Transferee;

3.3 The Transferee shall annually pay to the Transferor a proportion of the cost of maintenance of any of the roads or tracks on the Transferor's Land commensurate with the use made by the Transferee of such roads and tracks;

3.4 The Transferee shall not exhibit any notice or sign on the Transferor's Land without prior written consent of the Transferor;

3.5 The Transferee will ensure, at all times in the exercise of the rights set out in this Transfer, that it will not obstruct or hamper the Transferor or its agents, employees, and contractors in its or their normal or reasonable use of the Transferor's Land;

3.6 In the event that the Transferor's roads and tracks are not of sufficient standard for the use to be made of them by the Transferee, then any necessary improvements and maintenance shall be at the sole cost of the Transferee;

3.7 The Transferee shall not at any time, except with the prior written approval of the Transferor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Transferor's Land nor shall the Transferee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Transferor;

3.8 The Transferee shall not, without the prior written approval of the Transferor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Transferor's Land, nor shall the Transferee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Transferor;

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Handwritten signatures and initials: SDF, RDT, RJJ, RT

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3.9 The Transferee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Transferee to conduct the activities permitted by this Transfer. Without limiting the generality of the foregoing, the Transferee shall also comply with the obligations set out in the Second Schedule and the Historic Places Act 1993 and any regulations under that Act.

4 TRANSFEROR'S RIGHTS

Notwithstanding Clauses 2 and 3 above, the Transferor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Transferor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage PROVIDED THAT the Transferor shall furnish at the expense of the Transferee, keys to any locks fitted to any of the said gates.

5 COSTS

The Transferee shall be liable to the Transferor for any costs or expenses, including reasonable legal costs, incurred by the Transferor, arising from or incidental to the enforcement of any provision in this Transfer.

6 INDEMNITY

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

7 TRANSFEROR'S LIABILITY EXCLUDED

7.1 Under no circumstances will the Transferor be liable in contract, tort, or otherwise to the Transferee for any expense, cost, loss, injury, or damage whether consequential or otherwise, arising directly or indirectly from this Transfer or any activity undertaken by the Transferor on the Transferor's Land, or undertaken by the Transferee on the Transferee's Land or the Transferor's Land or from the state of the Transferee's Land

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Handwritten signatures and initials of the parties involved in the transfer.

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or the Transferor's Land, whether the expense, cost, loss, injury or damage is the direct or indirect result of negligence or otherwise.

7.2 Notwithstanding Clause 7.1, if for any reason the Transferor is liable to the Transferee in contract, tort (including negligence), or otherwise, the maximum total liability of the Transferor for any and all expense, cost, loss, injury, or damage in any one year shall be \$10,000.00.

8 DELEGATION

All rights, benefits, and obligations of the Transferor arising under this Transfer may be exercised by a person duly appointed by the Transferor PROVIDED THAT the exercise of such rights, benefits, or obligations by that person shall not limit the liability of the Transferor in the performance or observance of the provisions of this Transfer:

9 REGISTRATION

The parties shall take and do all such acts and things necessary to ensure that this Transfer is registered in the appropriate Land Titles Office.

10 NOTICES

10.1 Any notice to be given by one party under this Transfer 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 addressee in writing to the other party.

10.1.1 The Transferor's address as set out in paragraph 1 of the First Schedule.

10.1.2 The Transferee's address as set out in paragraph 3 of the First Schedule.

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

11 SEVERABILITY

If any part of this Transfer 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 Transfer which shall remain in full force.

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Handwritten signatures and initials of the parties and witnesses.

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Continuation of "Attestation"

WESTPAC BANKING CORPORATION being the Mortgagee under Mortgage 984793.4, hereby consents to the registration of the within grant of easement.

Dated at Auckland this 30th day of October 2001.

Signed in my presence by the Mortgagee

Signature of Mortgagee

Signed by
WESTPAC BANKING CORPORATION
Incorporated in New South Wales Australia

Signature of Witness

by its attorney


Witness Name

in the presence of

Occupation

Address


RICHARD GRAEME KEEN


JULIA MOAHAKA MURRAY
BANK OFFICER
WESTPAC BANKING CORPORATION
LEGAL SERVICES UNIT
AUCKLAND



SIGNED by **RICHARD DOUGLAS FRANCIS** as Transferee in the presence of:

Signature of Witness

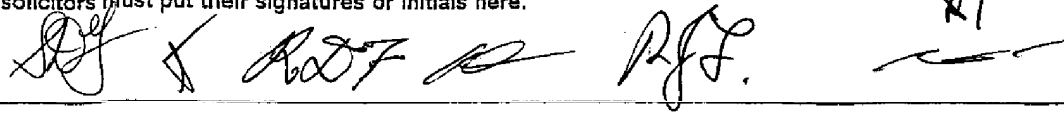
Witness Name

Occupation

Address

 } 
PHILIP A TONKIN
SOLICITOR
RANFURLY
CHRISTINA M. DUNCAN JP
TYPIST
RANFURLY

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SIGNED by STEWART DOUGLAS FRANCIS as Transferee in the presence of:

St Francis

Signature of Witness

[Signature] JP

Witness Name

Occupation CHRISTINA M. DUNCAN JP TYPIST RANFURLY

Address

SIGNED by RAYMOND JOHN FRANCIS as Transferee in the presence of:

R.J. Francis

Signature of Witness

[Signature]

Witness Name Debra Ann Francis

Occupation Reg. Nurse

Address RD 2 Owaka,

SIGNED by PHILIP ANTHONY TONKIN as Transferee in the presence of:

[Signature]

Signature of Witness

[Signature] JP

Witness Name

Occupation CHRISTINA M. DUNCAN JP TYPIST RANFURLY

Address

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[Signatures and initials]

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FIRST SCHEDULE

1 TRANSFEROR'S ADDRESS:

Ernslaw One Limited
Private Bag 92826
Penrose
AUCKLAND

2 TRANSFEREE'S LAND:

2424.9194 hectares, more or less, being Section 17 Block II and Parts Run 219C
Naseby Survey District and being part of the land comprised in Pastoral Lease No 74
registered as Certificate of Title 386/68.

3 TRANSFEREE'S ADDRESS:

Messers R.D., R.J. and S.D.Francis and P.A. Tonkin
C/- Mr S.D. Francis
Back Road
NASEBY

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SECOND SCHEDULE

SPECIFIC STATUTORY COMPLIANCE

1 Health and Safety in Employment Act 1992

1.1 Without limiting the generality of the clauses in the main body of this Transfer, the Transferee undertakes that it shall comply at all times, at the Transferee's cost and expense, with the requirements and obligations imposed by the Health and Safety in Employment Act 1992 (including any amendments or any replacement Acts), its regulations, Codes of Practice and Guidelines (together "the Health and Safety Act") and the Transferee shall take all practicable steps (insofar as it is legally permissible) to ensure that any obligations imposed on the Transferor under the Health and Safety Act are at all times complied with.

1.2 In addition, the Transferee shall:

(i) immediately notify the Transferor in the event that:

- any person employed or engaged to perform any activity permitted by this Transfer is harmed in any way; or
- the Transferee and/or Transferor is or is likely to be in breach of the Health and Safety Act;

(ii) do all acts and things as directed by the Transferor to ensure that the Transferee and/or the Transferor continue to comply with the Health and Safety Act and/or to remedy any breach of the Health and Safety Act, including, if so directed, carrying out in good faith and with all due diligence, any safety procedures;

(iii) if requested by the Transferor, attend meetings on the land to review and monitor the health and safety procedures adopted by the Transferee in respect of any activity permitted by this Transfer for the purposes of ensuring that the Transferee is complying with the provisions of this clause.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Handwritten signatures and initials in the signature box.

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2 Resource Management Act 1991

2.1 The Transferee undertakes that it shall:

2.1.1 comply at all times, at the Transferee's cost and expense, with the Resource Management Act 1991 (including any amendments or replacement Acts) (the "Resource Management Act"); and

2.1.2 obtain, maintain and comply with all consents required under the Resource Management Act for, or in connection with, the performance of any activity permitted by this Transfer and, upon request, provide the Transferor with copies of such consents.

2.2 In addition, the Transferor may, in its sole discretion direct the Transferee to take steps, at the Transferee's cost and expense (unless otherwise agreed between the Transferee and the Transferor) to:

(i) avoid, remedy or mitigate any adverse effect on the environment; and/or

(ii) remedy any breach of the Resource Management Act; and/or

(iii) otherwise comply with the Resource Management Act.

3 Building Act 1991

3.1 The Transferee undertakes that it shall comply at all times, at the Transferee's cost and expense, with the requirements and obligations of the Building Act 1991 (including any amendments or replacement Act) and any regulations (together the "Building Act") and the terms and conditions of any building consents and shall do all acts and things as may be directed by the Transferor to ensure that the Transferee and/or the Transferor continue to comply with the Building Act or to remedy any breaches of the Building Act.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

□

Annexure Schedule

TRANSFER

Dated

28 September 2001

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of

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Pages



4 General Obligations

4.1 The Transferee shall indemnify and keep indemnified the Transferor against any loss, liability or claim whatsoever suffered by the Transferor in respect of any breach of the Health and Safety Act, the Resource Management Act or the Building Act caused either directly or indirectly by any act or omission by the Transferee or any person under the control of the Transferee.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Handwritten signatures and initials]

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **RICHARD GRAEME KEEN**, of Auckland in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated the 10th of July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1
BLENHEIM (Marlborough Registry) and there numbered 187102
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1
DUNEDIN (Otago Registry) and there numbered 915888
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1
HAMILTON (South Auckland Registry) and there numbered B.367046
HOKITIKA (Westland Registry) and there numbered 105721
INVERCARGILL (Southland Registry) and there numbered 244294.1
NAPIER (Hawkes Bay Registry) and there numbered 646199.1
NELSON (Nelson Registry) and there numbered 361557.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551
WELLINGTON (Wellington Registry) and there numbered B.533510.1

WESTPAC BANKING CORPORATION ABN 33 007 457 141 incorporated in New South Wales, Australia ("Westpac") appointed me its attorney on the terms and subject to the conditions set out in that Deed and the attached document is executed by me under the powers conferred by that Deed.

2. **THAT**, at the date of this certificate, I am legal counsel for Westpac.
3. **THAT**, at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of Westpac or otherwise.

SIGNED at Auckland
this 30th day of October 2001



Approved by Registrar-General
of Land under No. 1995/1003EF



TRANSFER

Land Transfer Act 1952

Law Firm Acting
CHAPMAN TRIPP SOLICITORS WELLINGTON

Auckland District Law Society
REF: 4130 /2

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

LAND STATUS ADDENDUM REPORT

CERTIFICATION

Eweburn

File Ref: S09025
Eweburn

Submission No:

Submission Date: 20 May 2009

Office of Agent: Cromwell

Date sent to LINZ: 22 May 2009

LINZ Case No:

CERTIFICATION

This report to the Commissioner of Crown Lands, or his delegate, recommends the acceptance of the Land Status Addendum Report for Eweburn located in Otago Land District as being Crown Land subject to the Land Act 1948.

1. The Land Status Addendum Report enclosed has been prepared by BTW South Limited.
2. Changes have been identified as part of the review carried out by BTW South Ltd. These changes are recorded in the Land Status Addendum Report.
3. The updated Land Status Plan attached to the Addendum Report has been prepared based on the changes identified and recorded in the Addendum Report.
4. I, Kate Louise Scott of BTW South Limited, certify that the status report addendum enclosed for certification as prepared by BTW South has been reviewed, and is in order for signature.
5. In giving this certification I, Kate Louise Scott of BTW South Limited, undertake that the status report addendum has been completed in compliance with all relevant policy instructions and Standards and Guidelines.



.....
Kate Scott
BTW South Ltd