

Crown Pastoral Land Tenure Review

Lease name : GALLOWAY STATION

Lease number : PO 180

Due Diligence Report (including Status Report) - Part 1

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

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

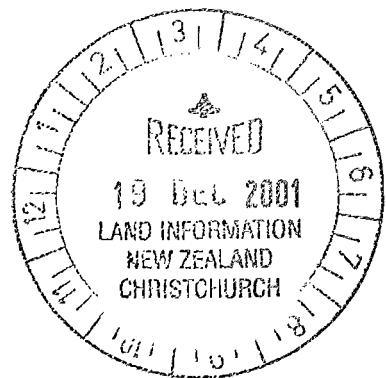
The report attached is released under the Official Information Act 1982.

April 09

PASTORAL LEASE LAND TENURE REVIEW

DUE DILIGENCE

GALLOWAY



**DUE DILIGENCE REPORT - GALLOWAY
CROWN PASTORAL LAND PRE TENURE REVIEW ASSESSMENT STANDARD 6**

File Ref:	CON / 50272 / 09 / 12489 / A-ZNO	Report No:	Q V V 193	Report Date:	18 December, 2001
Accredited Supplier	ABERCROMBIE & ASSOCIATES LTD	LINZ Case No:		Date sent to LINZ	19/12/2001

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 which require action by the Manager, Crown Property Management *[or other party]*;

Details of incomplete actions requiring completion by the CCPO or other party:

There is no legal access between the northern portion of Part Run 565 and Part Run 565A. They meet at a point.

The current area and appellation is a mixture of original surveyed boundaries, subsequent amendments to the original plans, compilation from compass survey, compiled plans, recent survey plans and diagrams on instrument. Given recent and current conventions for altering boundaries, appellations and parcel areas the early modifications were rather unorthodox. While the accuracy of the leased area was once challenged by a former lessee the area was proved to be essentially correct apart from minor differences due to the vagaries of metric conversion.

The gazette action has not been completed as associated with Compensation Agreement 279960. It essentially protects use of the land concerned [approximately 20] acres by the former Ministry of Works for the purpose of grazing horses required in connection with maintenance work on water races in the locality of the upper Manorburn Dam.

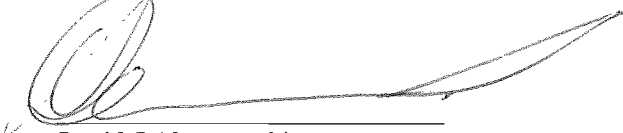
The gazette action has not been completed as associated with Compensation Agreement 376984 [see also LSB case 71/481]. The intention is to ultimately take 30 acres for Soil Conservation and River Control Services.

The intended conservation covenant for part of the land has not been registered but the intention is protected by Caveat 806857 by Minister of Conservation.

Parts of the land were [are] infested with Nassella Tussock which a previous lessee contended was introduced by the former Electricity Department.

Land for marginal strip along Lower Manorburn Reservoir pursuant to Sections 24(2) & (9) Conservation Act 1987 [SO 11994] was removed from the lease on renewal by 757133 with no derived reduction of the "title area". Notwithstanding the lessee agreeing to the conditional lease renewal, there is no known record of compensation having been paid to the lessee for the dispossession [see SO 574].

Signed by Sub-contractor:



David J Abercrombie
Nominated Person for Accredited Supplier

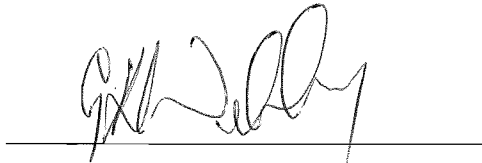
Signed by contractor:



Barry Dench
Team Leader for Tenure Review
Quotable Value [Valuations]

~~Approved / Declined~~

[pursuant to a delegation from the Commissioner of Crown Lands] by:



[GRANT KASPER WEBLEY]

Date of decision: / /

TR 02/222

1 Details of lease:

Lease name:	Galloway
Location:	Galloway Flats, Alexandra
Lessee:	P A Preston, R N Macassey & T J Mason
Tenure:	Pastoral lease of pastoral land pursuant to the Land Act 1948.
Term:	33 years from 1 July 1957. The lease was renewed for a further 33 years as at 1 July 1990.
Annual rent:	\$7425.00 [with effect from 1 July 2001].
Rental value:	\$330 000
Date of next review:	1 July 2012
Land registry Folio Ref:	OT386/91 <i>[See copy at appendix 1]</i>
Legal description:	Sections 9 and 63, Block VI, Tiger Hill Survey District, Part Run 565 and Run 565A, situated in Tiger Hill, Cairnside, Carnhill, Long Valley and Manor Survey Districts.
Area:	11275.0463 [by image title only and considered to be the correct balance area by derivation].

2 File Search

Files held by accredited supplier on behalf of LINZ:

File reference	Volume	First folio number	Date	Last folio number	Date
P 180 [Formerly file X/3/1]	I	1	26/07/1920	189	15/02/1944
P 180 [Formerly file PR1534]	II	222	11/12/1940	439	13/02/1962
P 180	III	440	21/02/1962	574	23/01/1970
P 180	IV	575	29/01/1970	706	08/09/1982
Po180	V	707	16/09/1982	821	17/07/1991
P 180	VI	1	31/01/1992	26	12/05/2000
Po180		1	11/08/2000	8	21/12/2000

[Also known as file CON/50123/09/12489/A-ZNO]

Folios relating to uncompleted actions are:

File reference	Volume	Folio number	Date
P 180	III	470	8 October 1963
P 180	III	500	18 August 1966
P 180	III	501	9 June 1967
P 180	III	514	24 August 1967
P 180	III	515	28 August 1967
P 180	III	568	28 April 1969
P 180	IV	587	
P 180	IV	601	21 February 1973
P 180	IV	626	27 April 1976
P 180	V	797	27 September 1990
P 180	V	813	23 April 1990
P 180	V	820	2 July 1991
P 180	VI	2	10 April 1992
P 180	VI	14	30 June 1994

For further details see Section 8 of this due diligence report.

3 Summary of lease document

Terms of lease

Lease number:	P 180	
Commencement date:	1 July 1957	
Renewal instrument number:	757133	[See copy at appendix 2]
Lease stock limits:	4400 sheep	
Memorandum of Variation	328690	[See copy at appendix 3]
Any non-standard conditions	Lease issued subject to clause pursuant to Section 278(12) of the Public Works Act 1928 in respect to irrigation rights and obligations.	

Area adjustments

Surrender of Section 14, Block XIX, Tiger Hill SD by 356010 [area of 110 acres - see SO 16822 & LSB case 69/28] - for further details see appendix 4.

Surrender by 614582/1 of Part Run 565 [area of 136 ha - see plan with document] - for further details see appendix 4.

The area comprising the Marginal Strip [see SO 574] has not been deducted from the area of land leased except through application of Part IV of the Conservation Act on renewal of the lease by 757133.

Derived area by image view title is 11275.0463 ha [considered the correct balance title area calculation and not 11455.5617 ha as shown on the computer interest titles].

Registered interests

SUBSTANTIAL INTEREST	SUMMARY
279969 - Compensation certificate	It essentially protects use of the land concerned [approximately 20] acres by the former Ministry of Works for the purpose of grazing horses required in connection with maintenance work on water races in the locality of the upper Manorburn Dam - for further details see appendix 5.

328690 - Variation of lease	Provides protection for transfer of lease to a company
356010 - Surrender of land	Section 14, Block XIX, Tiger Hill SD [110 acres]
358308 - Agreement	Pursuant to section 30A of the Soil Conservation and Rivers Control Act 1941. It has since expired.
376984 - Compensation certificate	The intention is to ultimately take 30 acres for Soil Conservation and River Control Services - <i>for further details see appendix 6.</i>
614582/1 - Surrender	Area of 136 ha
659086.2 - Transfer	To current lessees
692714 - Pipeline licence	Expired
757133 - Renewal of lease	Pursuant to provisions of lease
806857 - Caveat by Minister of Conservation	Protection for an intended conservation covenant - <i>for further details see appendix 7.</i>
858944.6 - Motgage to Reid Farmers Limited and Reid Farmers Finance (Otago) Limited	Personal to lessee
872991 - Land improvement agreement under Section 30 of the Soil Conservation and Rivers Control Act 1941	See comments below
885685.1 - Transfer of a grant of right in gross to maintain water races and convey water	In favour of Ida Valley Irrigation Company - <i>for further details see appendix 8.</i>
885685.2 - Transfer of a grant of right in gross to maintain water races and convey water	In favour of Ida Valley Irrigation Company - <i>for further details see appendix 9.</i>
885873 - Transfer affecting estate of HMQ of a grant of right in gross to maintain water races and convey water	In favour of Galloway Valley Irrigation Society Incorporated - <i>for further details see appendix 10.</i>

Unregistered interests

INTEREST	SUMMARY
Recreation permits	There is no record on file of any recreation permits over the lease
Unsecured debts	None known
Marginal Strips	Marginal strip exists along Lower Manorburn Reservoir pursuant to Sections 24(2) & (9) Conservation Act 1987 [see SO 574 and SO 11994] - <i>for further details see appendix 11.</i>

4 Summarise any Government programmes approved for the lease:

A Land Improvement Agreement exists pursuant to Section 30, Soil Conservation and Rivers Control Act 1941 [872991 - *see appendix 12*]. The agreement is in relation to works for Rabbit and Land Management Practices to be carried out on the land concerned. The agreement is between the lessee and the Otago Regional Council and is for a period from 1 April 1990 to 30 June 2010.

5 Summary of Land Status Report

The land the subject of this report is Crown Land subject to Pastoral Lease P 180 as certified by the Chief Surveyor, Dunedin.

A copy of the certified land status report is appended as Schedule A.

6 Review of topographical and cadastral data

Telecommunications facilities	Believed to be not applicable
Electricity transmission facilities	Overhead electricity transmission lines exist at the northern portion of the leased land. Continued occupation of the land and ownership of the transmission facilities by the relevant electricity operator(s) would be pursuant to Section 3(5) of the Electricity Operators Act 1987.
Historic places	Homestead is believed to be recognised for it's special heritage qualities - <i>for further details see appendix 13.</i>
Discrepancies between fenced and legal boundaries	Believed to be not applicable
Formed Roads	Believed to be not applicable
Paper roads	There is no legal access between the northern portion of Part Run 565 and Part Run 565A. They meet at a point.

Marginal strips	Marginal strips exist along Manor Burn, Manorburn Reservoir and Greenland Reservoir, pursuant to Land Act 1948, and adjoining Manorburn Dam pursuant to Sections 24(2) & (9) Conservation Act 1987 [SO 11994]
Other [specify]	Believed to be not applicable

[See copy of cadastral and topographical plans at appendix 14]

7 Details of any neighbouring Crown or conservation land

In a clockwise manner the Crown [including land of the crown] or conservation land adjoining/adjacent to the land the subject of this report is:

Part Section 1, Block V, Manor SD

SITUATION	STATUS
East of leased land	DPL - see register volumes OT11B/1490 & OT17D/937

Part Section 1, Block VII, Manor SD

SITUATION	STATUS
East of leased land	Scenic Reserve by Gazette 1997 page 1707

Run 566 and Part Run 569

SITUATION	STATUS
West of leased land	Pastoral Lease P153 - see register volume 386/95

Manorburn Dam Recreation Reserve

SITUATION	STATUS
North west of leased land	Recreation Reserve by Gazette 1979 page 3839

8 Summarise any uncompleted actions or potential liabilities

Your attention is drawn to the following:

There is no legal access between the northern portion of Part Run 565 and Part Run 565A. They meet at a point - *for further details see appendix 14.*

The current area and appellation is a mixture of original surveyed boundaries, subsequent amendments to the original plans, compilation from compass survey, compiled plans, recent survey plans and diagrams on instrument. Given recent and current conventions for altering boundaries, appellations and parcel areas the early modifications were rather unorthodox. While the accuracy of the leased area was once challenged by a former lessee the area was proved to be essentially correct apart from minor differences due to the vagaries of metric conversion.

The gazette action has not been completed as associated with Compensation Agreement 279960. It essentially protects use of the land concerned [approximately 20] acres by the former Ministry of Works for the purpose of grazing horses required in connection with maintenance work on water races in the locality of the upper Manorburn Dam - *for further details see appendix 15.*

The gazette action has not been completed as associated with Compensation Agreement 376984 [see also LSB case 71/481]. The intention is to ultimately take 30 acres for Soil Conservation and River Control Services - *for further details see appendix 6.*

The intended conservation covenant for part of the land has not been registered but is the intention is protected by Caveat 806857 by Minister of Conservation - *for further details see appendix 7.*

Parts of the land were [are] infested with Nassella Tussock which a previous lessee contended was introduced by the former Electricity Department - *for further details see appendix 15.*

Land for marginal strip along Lower Manorburn Reservoir pursuant to Sections 24(2) & (9) Conservation Act 1987 [see SO 574 and SO 11994] was removed from lease on renewal by 757133 with no derived reduction of the "title area". Notwithstanding the lessee agreeing to the conditional lease renewal, there is no known record of compensation having been paid to the lessee for the dispossession - *for further details see appendix 11.*

ATTACHMENTS

- Schedule A land status report [including enclosures]
- Appendix 1 Register volume copy of pastoral lease
- Appendix 2 Memorandum of renewal of lease
- Appendix 3 Memorandum of variation of lease
- Appendix 4 Copies of relevant registered instruments
Surrender 356010 and 614582.1
- Appendix 5 Copies of relevant registered instrument
Compensation Certificate 279969
- Appendix 6 Copies of relevant registered instrument
Compensation certificate 376984
- Appendix 7 Copies of relevant registered instrument
Caveat 806857
- Appendix 8 Copies of relevant registered instrument
Memorandum of transfer 885685.1 - easement in gross
- Appendix 9 Copies of relevant registered instrument
Memorandum of transfer 885685.2 - easement in gross
- Appendix 10 Copies of relevant registered instrument
Memorandum of transfer 885873 - easement in gross
- Appendix 11 Copies of relevant survey plans showing marginal strip
- Appendix 12 Copies of relevant registered instrument
Land improvement agreement
- Appendix 13 File search summary - copies of relevant supporting folios referenced in this due diligence report [Historic interest]
- Appendix 14 Cadastral and topographical plans of pastoral lease
- Appendix 15 File search summary - copies of relevant supporting folios referenced in this due diligence report [nassella tussock]

ABERCROMBIE AND ASSOCIATES LIMITED

PROPERTY MANAGERS AND CONSULTANTS

P O BOX 5056
MORAY PLACE
DUNEDINPHONE (03) 471 9496
FACSIMILE (03) 471 9455
EMAIL office@abercrombie.co.nz

C:\DATA\CONSULT\CLIENT\QVNZ\CONTRACT2002\Copy of CS Status Cert Galloway.wpd

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

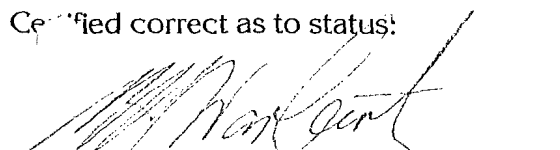
LAND STATUS REPORT	GALLOWAY	P 180	[LIPS Ref. 12489]
Property	1	of	1

Land District	Otago
Legal Description	Sections 9 and 63, Block VI, Tiger Hill Survey District, Part Run 565 and Run 565A, situated in Tiger Hill, Cairnside, Cairnhill, Long Valley and Manor Survey Districts.
Area	11275.0463 hectares, by image view title.
Status	Crown Land subject to Pastoral Lease P 180
Instrument of Lease	Reg Vol OT386/91 registered in Land Transfer Office but not under Land Transfer Act. Lease varied by 328690 and renewed by 757133.
Encumbrances	279960 - compensation agreement. 3583087 - Land Improvement Agreement. 376984 - Compensation agreement. 806857 - Caveat by Minister of Conservation. 872991 - Land Improvement Agreement. 885685.1 - Easement in gross. 885685.2 - Easement in gross. 885873 - Easement in gross. Subject to marginal strip along Manor Burn, Manorburn Reservoir and Greenland Reservoir, pursuant to Land Act 1948, and marginal strip adjoining Manorburn Dam pursuant to Sections 24(2) & (9) Conservation Act 1987 [SO 11994
Mineral Ownership	Crown [see comment below]
Statute	Land Act 1948, Crown Pastoral Land Act 1998

Data Correct as at:	29 November, 2001
Accredited Supplier certification	As attached

Prepared by	David J Abercrombie
Crown Accredited Supplier	Abercrombie & Associates Ltd

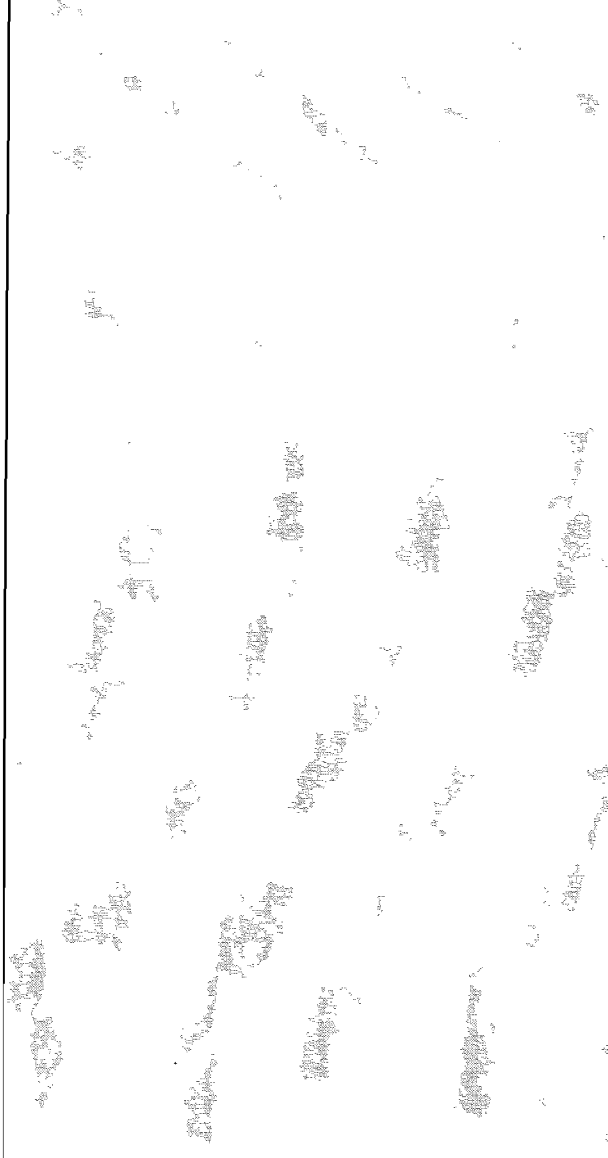
Certified correct as to status:



Chief Surveyor
Land Information New Zealand, Dunedin

3 12 1 2001

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.



There is no legal access between the northern portion of Part Run 565 and Part Run 565A. They meet at a point.

The current area and appellation is a mixture of original surveyed boundaries, subsequent amendments to the original plans, compilation from compass survey, compiled plans, recent survey plans and diagrams on instrument. Given recent and current conventions for altering boundaries, appellations and parcel areas the early modifications were rather unorthodox. While the accuracy of the leased area was once challenged by a former lessee the area was proved to be essentially correct apart from minor differences due to the vagaries of metric conversion.

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The gazette action has not been completed as associated with Compensation Agreement 376984 [see also LSB case 71/481]. The intention is to ultimately take 30 acres for Soil Conservation and River Control Services.

The intended conservation covenant for part of the land has not been registered but is the intention is protected by Caveat 806857 by Minister of Conservation.

Parts of the land were [are] infested with Nassella Tussock which a previous lessee contended was introduced by the former Electricity Department.

Research Data: Some items may not be applicable

SDI Print obtained	Yes [See attached]
NZMS 261 Ref	G42
Local Authority	Central Otago District Council
Crown Acquisition Map	Yes To determine agreement for purchase from Ngai Tahu
SO Plan	574, 575, 577, 579, 863, 4497, 7714, 7836, 11994, 12386, 12458, 16337, 21109, 24363. <i>[See evidence attached]</i>
Relevant Gazette Notices	Nil
CT Reference / Lease Reference	Pastoral Lease P 180, Reg Vol OT386/91 Lease varied by 328690 and renewed by 757133 NOTE: For history of land see below <i>[See evidence attached]</i>
Legislation Cards	Not applicable
CLR	Yes <i>[See evidence attached]</i>
Allocation Maps [if applicable]	Not applicable
QVNZ Reference	28462/24001 28471/13400
Crown Grant Maps	Yes There are no references for the subject property

Research - continued

If Crown land - Check Irrigation Maps.	Yes There are no references for the subject property
Mining Maps	Yes There are no references for the subject property
Other Relevant Information	
a] Concessions - Advice from DoC	a] Nil <i>[See evidence attached from DoC]</i>
b]	
c] Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998	b] Only on divestment of freehold or a lease of fifty years or greater by LINZ as a Crown Body
d] Mineral Ownership	c] Mines and Minerals are owned by the Crown because apart from Section 9, Block VI, Tiger Hill SD, the land has never been alienated from the Crown since its acquisition from Ngai Tahu by way of the Kemp Purchase. As Section 9 was transferred with no statutory restriction, the minerals are deemed an asset of the Crown by succession.
e] Other Information	

History of ownership:

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

Section 9, Block VI, Tiger Hill SD

First record of title being issued [OT61/138] is to R Campbell on 17 October 1881 for an area of 63a 2r 00p. No record of crown grant sourced. Authority for sale was pursuant to Discharged Soldiers Settlement Act 1915 [see gazette 1920 p 2150].

Transferred to Crown on 4 July 1916 by transfer 64232 [Note: As there was no statutory restriction relating to retention of ownership of minerals, all minerals are deemed to have transferred to crown ownership by succession].

Sections 9 and 63, Block VI, Tiger Hill SD

Selected for leasing and hence occupation by way of License to occupy Crown Lands for Pastoral Purposes by lease number 1535 in 1916 as recorded in register volume 335 folio 35 [Note: the title area {69a 1r 32p} excluded water races {2a 1r 29p - see comments below for amalgamation} and road {0a 1r 18p} through the land. Strictly speaking the description should be Part Sections 9 and 63 but alterations at the time were often made to areas on survey plans with the original appellation being retained [see SO 863].

Run 565

No record of crown grants having been made. Selected for leasing and hence occupation by way of License to occupy Crown Lands for Pastoral Purposes by lease number 1534 in 1916 as recorded in register volume 335 folio 34.

Run 565A

No record of crown grants having been made. Selected for leasing and hence occupation by way of License to occupy Crown Lands for Pastoral Purposes by lease number 1536 in 1916 as recorded in register volume 335 folio 36.

Combined land

Pastoral Run Licence 2004 was then issued on 1 March 1949 as recorded in register volume 338 folio 7 [area of 27314a 1r 32p].

By X14142 an irrigation agreement was entered into.

By X17917 a portion of Part Run 565 was surrendered comprising an area 3a 0r 11.5p [see SO 11994 & LSB case R.56/109].

Following surrender of the above lease, various amendments to parcel boundaries by SO plan alterations were made together with subsequent alterations or regularisations in area. Appellations remained unaltered as recorded on the relevant SO plans.

The lease was surrendered by X20375 and Lease P180 granted as recorded in register volume 386 folio 91 [residual area of 28307a 1r 09.5p - see further comments below]. Boundary and hence area modifications made from the earlier leased areas were by:

Adding:

Part Run 565 - from P 80 by LSB case 4361 and comprising an area of 726 acres [see SO 579].

Part Run 565 - from former Part Section 8 comprising 27a 2r 00p.

Part Run 565A - from P147 by LSB case 4760 and comprising an area of 850 acres [see SO 12386].

Part Sections 9 and 63 - including land used for former water races comprising 2a 1r 29p [see file P180 folio 415 and SO 863].

Deducting:

Part Run 565 - transferred to P 80 by LSB case 4361 and comprised an area of 85 acres [see SO 577].

Part Run 565A - transferred to P147 by LSB case 4760 and comprised an area of 370acres [see SO 12386].

This lease was also variation of the earlier lease to regularised lease boundaries to match then statutory requirements by excluding:

Part Run 565 - retained for riverbank reserve [see above mentioned marginal strip] and comprising an area of 100acres [see SO's 575, 577 and 579].

Part Run 565A - retained for riverbank reserve [see above mentioned marginal strip] and comprising an area of 45 acres [see SO 577].

The alterations reconcile with the above mentioned residual area for issue of P 180 recorded in register volume 386 folio 91.

Compensation agreement 279960 - to protect [the former] Ministry of Works interest for access to an area of approximately 20acres for the purpose of grazing horses required in connection with maintenance work on water races in the locality of the upper Manorburn Dam.

Lease varied by 328690 in respect to dealings by a company owner.

By new appellation 349019 part of Run 565 described as Section 14, Block XIX, Tiger Hill SD [see SO 16822].

Surrender of Section 14 by 356010 [area of 110 acres - see SO 16822 & LSB case 69/28].

Agreement 358984 pursuant to Section 30A of Soil Conservation and Rivers Control Act 1941.

Compensation agreement 376984 - to protect crown interest to take leasehold interest of 30 acres for Soil Conservation and River Control Services.

Surrender by 614582/1 of Part Run 565 [area of 136 ha - see plan with document].

Area by image view title is 11275.0463 ha [considered the correct balance title area calculation and not 11455.5617 ha as shown on the computer interest titles].

Status, description of land and area are now as indicated above.



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



Search Copy

Identifier OT386/91
Land Registration District Otago
Date Registered 21 October 1958 02:28 pm

Part-Cancelled

Prior References
 OT338/7

Type	Lease under s83 Land Act 1948		
Area	11455.5617 hectares more or less	Term	Thirty-three years commencing on the first day of July 1957 and renewed for a further 33 years commencing on 1.7.1990

Legal Description Section 9 and Section 63 Block VI Tiger Hill Survey District, Section 14 Block XIX Tiger Hill Survey District, Part Run 565 and Run 565A

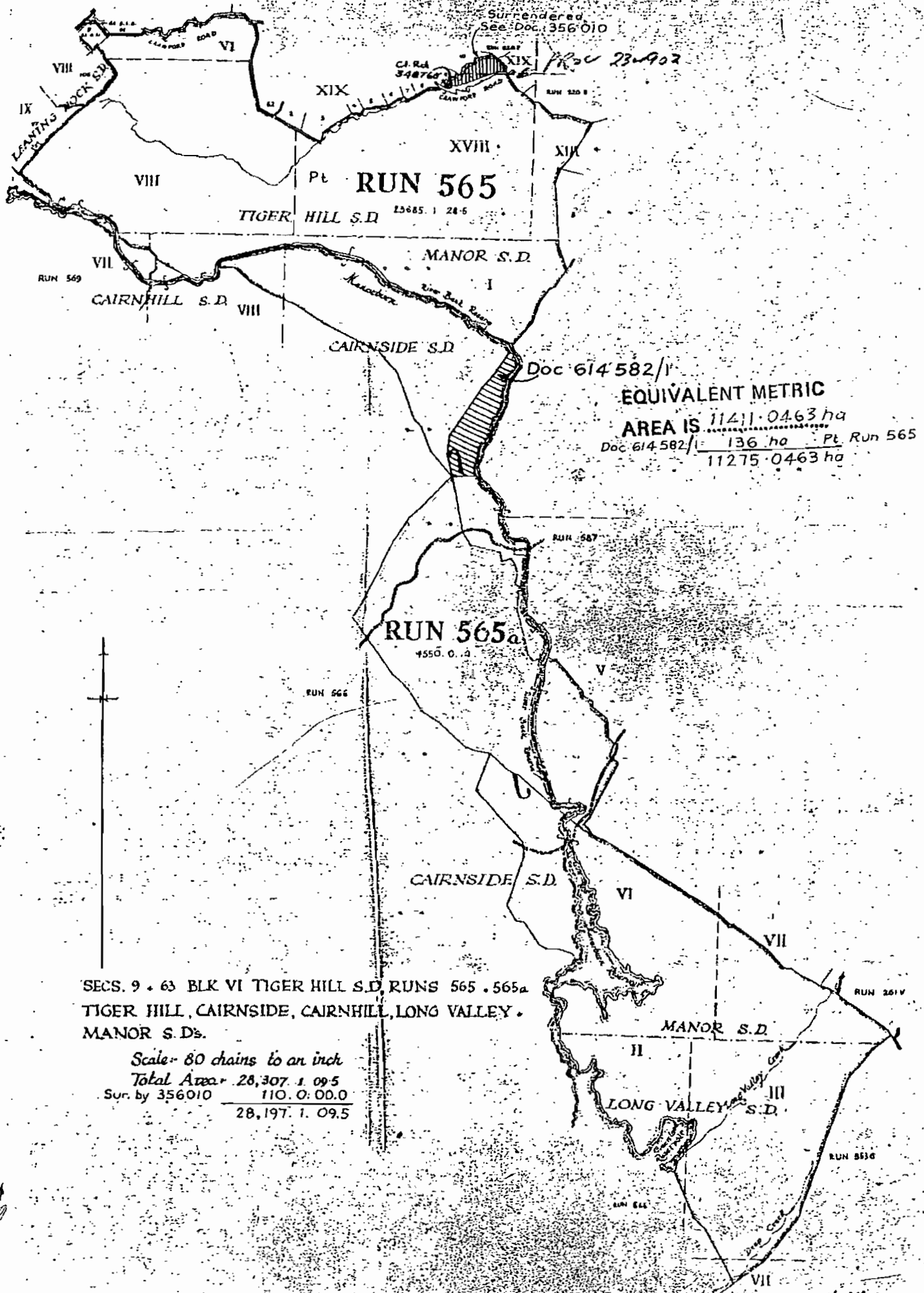
Proprietors
 Pamela Alayne Preston, Roger Norman Macassey and Trevor John Mason

Interests

- 279960 Compensation Certificate pursuant to the Public Works Amendment Act 1948 - 7.12.1964 at 10.55 am
- 328690 Variation of within Lease - 27.6.1968 at 2.30 pm
- 356010 Surrender of within Lease as to Section 14 Block XIX Tiger Hill Survey District (110acres = 44.5154 ha.) - 11.6.1970 at 2.39 pm CT OT4B/810 issued
- 358308 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 30.7.1970 at 10.44 am
- 376984 Compensation Certificate pursuant to Section 17 Public Works Amendment Act 1948 - 13.10.1971 at 10.38 am
- 614582.1 Surrender as to Part Run 565 (136 ha) shown hatched off hereon with no reduction in rent and effective from 1.12.1980 - 14.5.1984 at 10.59 am
- Pipeline Licence embodied in Register 9D/227 - 9.12.1987 at 9.04 am
- 757133 Memorandum renewing the term and fixing (for the first 11 years) the annual rent at \$3,540.00 calculated on a rental value of \$236,000.00 - 22.6.1990 at 9.33 am
- 806857 CAVEAT (AGAINST PART) BY MINISTER OF CONSERVATION - 9.6.1992 AT 10.57 AM
- 858944.6 Mortgage to Reid Farmers Limited and Reid Farmers Finance (Otago) Limited - 29.6.1994 at 9.34 am
- 872991 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 22.12.1994 at 9.31 am
- 885685.1 Transfer creating the following easements in gross - 30.6.1995 at 11.25 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Maintain irrigation races and convey water	Section 9 and Section 63 Block VI Tiger Hill Survey District, Part Run 565 and Run 565A - herein	A-B orange Transfer 885685.1	Ida Valley Irrigation Company Limited	

38491



Surrendered
See Doc. 356 010

Doc 234902

25685.1 28.5

Doc 614 582/1
EQUIVALENT METRIC
 AREA IS 11411.0463 ha
 Doc 614 582/1 136 ha Pt. Run 565
 11275.0463 ha

RUN 565a
4550.0 .4

SECS. 9 & 63 BLK VI TIGER HILL S.D. RUNS 565 . 565a
 TIGER HILL, CAIRNSIDE, CAIRNHILL, LONG VALLEY .
 MANOR S.D's.

Scale - 80 chains to an inch
 Total Area - 28,307.1 09.5
 Sur. by 356010 110.0.00.0
 28,197.1.09.5

84

S. ad.



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



Historical Search Copy

Identifier OT386/91
Land Registration District Otago
Date Registered 21 October 1958 02:28 pm

Part-Cancelled

Prior References
OT338/7

Type	Lease under s83 Land Act 1948		
Area	11455.5617 hectares more or less	Term	Thirty-three years commencing on the first day of July 1957 and renewed for a further 33 years commencing on 1.7.1990

Legal Description Section 9 and Section 63 Block VI Tiger Hill Survey District, Section 14 Block XIX Tiger Hill Survey District, Part Run 565 and Run 565A

Original Proprietors
Pamela Alayne Preston, Roger Norman Macassey and Trevor John Mason

Interests

- 279960 Compensation Certificate pursuant to the Public Works Amendment Act 1948 - 7.12.1964 at 10.55 am
- 328690 Variation of within Lease - 27.6.1968 at 2.30 pm
- 356010 Surrender of within Lease as to Section 14 Block XIX Tiger Hill Survey District (110acres = 44.5154 ha.) - 11.6.1970 at 2.39 pm CT OT4B/810 issued
- 358308 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 30.7.1970 at 10.44 am
- 376984 Compensation Certificate pursuant to Section 17 Public Works Amendment Act 1948 - 13.10.1971 at 10.38 am
- 614582.1 Surrender as to Part Run 565 (136 ha) shown hatched off hereon with no reduction in rent and effective from 1.12.1980 - 14.5.1984 at 10.59 am
- Pipeline Licence embodied in Register 9D/227 - 9.12.1987 at 9.04 am
- 757133 Memorandum renewing the term and fixing (for the first 11 years) the annual rent at \$3,540.00 calculated on a rental value of \$236,000.00 - 22.6.1990 at 9.33 am
- 806857 CAVEAT (AGAINST PART) BY MINISTER OF CONSERVATION - 9.6.1992 AT 10.57 AM
- 858944.6 Mortgage to Reid Farmers Limited and Reid Farmers Finance (Otago) Limited - 29.6.1994 at 9.34 am
- 872991 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 22.12.1994 at 9.31 am
- 885685.1 Transfer creating the following easements in gross - 30.6.1995 at 11.25 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Maintain irrigation races and convey water	Section 9 and Section 63 Block VI Tiger Hill Survey District, Part Run 565 and Run 565A - herein	A-B orange Transfer 885685.1	Ida Valley Irrigation Company Limited	

Identifier

OT386/91

Maintain irrigation races and convey water Section 9 and Section 63 Block VI Tiger Hill Survey District, Part Run 565 and Run 565A - herein C-D orange Transfer 885685.1 Ida Valley Irrigation Company Limited

Maintain irrigation races and convey water Section 9 and Section 63 Block VI Tiger Hill Survey District, Part Run 565 and Run 565A - herein E-F orange Transfer 885685.1 Ida Valley Irrigation Company Limited

885685.2 Transfer creating the following easements in gross - 30.6.1995 at 11.25 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Maintain irrigation races and convey water	Section 9 and Section 63 Block VI Tiger Hill Survey District, Part Run 565, Run 565A and Section 14 Block XIX Tiger Hill Survey District - herein	a-b orange Transfer 885685.2	Ida Valley Irrigation Company Limited	

18-01-00

LAND & DEEDS
 Name: THE CROWN
 File: C.C.L. 1955 NEW ZEALAND
 Time: 2 28
 Fee: 1-5 D T A G O
 Address No: 342 LAND DISTRICT

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

Entered in the Register-book, Vol. 386 fol. 91

the 21st day of October 1955, at 2.28 o'clock.
M. M. M. M.
 Asst. Land Registrar.

Leased as a Renewal of for-in-Exchange-for Lease Former Reference registered in Vol. 338. fol. 7

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P.180

This Deed, made the first day of July one thousand nine hundred and fifty-seven between HIS MAJESTY THE KING (who, with HER MAJESTY and successors, is hereinafter referred to as "the Lessor"), of the one part, and HALOIS LEBE PRESTON (two-thirds share) and ROBERT L. GALLAGHER (one-third share), both of GALLICAY in the Dominion of New Zealand, as tenants in common in the shares set out after (and) respectively (who, with his administrators, and permitted assigns, 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 28307 acres 1 roode and 09.5 perches, a little more or less, situated in the Land District of Otago and being Sections 9 and 53, Block VI, Tiger Hill Survey District, Run 565 and 565A, Tiger Hill, Cairnside, Cairnhill, Long Valley and Lemon Survey Districts (hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and fifty-seven together with the period between the date of this lease and the aforesaid first day of July one thousand nine hundred and fifty-seven.

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 forty pounds (£ 240 - -) 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 a rent.

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

1. THAT the Lessee will fully and punctually pay the rent herebefore reserved at the times and in the manner herebefore 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 set 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 for the purposes of 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 live 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, 1908, 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, 1926, Rabbits Act 1955.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1908, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

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

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within the yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building or dwellinghouse: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each ensuing 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 as 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.

18.01.00

38491

- (4) THAT the Lessee shall have no right of acquiring the free title of the said land.
- (4) 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 and graze the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (v) Surface sow in grass any portion of the said land;
 Provided that the lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.
- (f) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed ~~one and a half~~ one and a half sheep and ~~one and a half~~ one and a half for breeding ewes.
- (g) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee then the Land Settlement Board may, subject to the provisions of section 146 of the Land Act, 1918, 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.
- (h) THAT these presents are intended to take effect as a personal lease under the Land Act, 1918, 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.

For Clause (f) and (i) see below

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

Nil

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

Otago, on behalf of the Lessor, hath hereunto set his

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

Witness: [Signature]

Occupation: Chief Clerk Survey Department

Address: [Address]

[Signature]
Assistant Commissioner of Crown Lands.

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

Witness: [Signature]

Occupation: Postmaster

Address: [Address]

[Signature]
Lessee.

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

Witness: [Signature]

Occupation: [Occupation]

Address: [Address]

[Signature]
Lessee

Clauses (f) and (i) hereinbefore referred to

- (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 4000 (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.
- (i) THAT pursuant to Section 278(12) of the Public Works Act, 1929, this lease is issued subject to the following conditions:
 1. The right is reserved to the Crown at any time and from time to time without being deemed to commit a trespass without payment of compensation to enter upon the said land and thereon to take, lay, construct, maintain, improve, repair or reconstruct water-races, drains, and all other works which the Minister of Works deems necessary for the supply of water to the said land or to any other land.
 2. The lessee will be required to take such water as is available for irrigation from races provided for irrigation purposes, at a price to be fixed by the Crown.
 3. The Crown will not be liable for any damage caused by any over-flow or break-away of any race or channel.

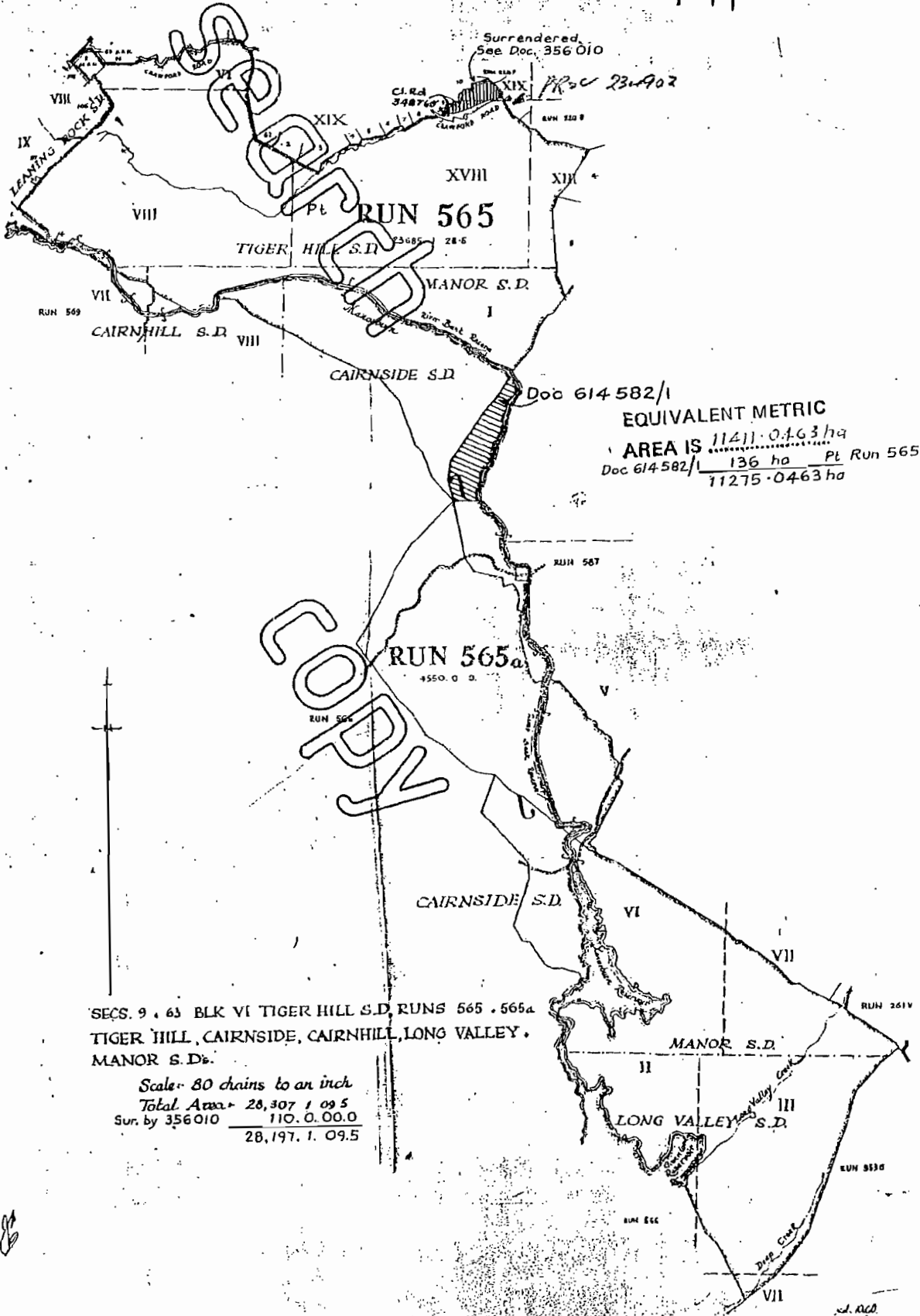
[Signature]
Assistant Commissioner of Crown Lands

[Signature]
Lessee

[Signature]
Lessee

1B-01-00

38491



Doc 614582/1
 EQUIVALENT METRIC
 AREA IS 11411.0463 ha
 Doc 614582/1 136 ha Pt Run 565
 11275.0463 ha

SECS. 9, 63 BLK VI TIGER HILL S.D. RUNS 565, 565a
 TIGER HILL, CAIRNSIDE, CAIRNHILL, LONG VALLEY,
 MANOR S.Ds.

Scale: 80 chains to an inch
 Total Area: 28,307 1 09 5
 Sur. by 356010 110. 0. 00. 0
 28,197. 1. 09. 5

at clovers and grasses to
 and conditions herein
 payment of rent, water
 to be forfeit, and that
 order applicable to such
 b hereun...
 own Lands.
 Lessee.
 Lessee
 ed so long as the
 on the carrying
 iting permit the
 Any permission so
 y in event of
 under
 following conditions:
 quit a trespass and
 maintain, inspect,
 necessary for the
 for irrigation
 channel.

66

18.07.00

X 14145 Discharge of mortgage under Part XI Public Works Act 1927... Queen's Bench... 1952 at 2.37 pm.

386191 Discharge of Mortgage 328692 as to Section 14 Block XIX Tiger Hill District - 11.6.1970 at 2.37 pm.

234902 Proclamation closing adjoining roads: Registered 27/1/1961 at 11.58 am.

Discharge of Mortgage 250691 as to Section 14 Block XIX Tiger Hill District - 11.6.1970 at 2.38 pm.

248500 Transmission of 3/4 share of Harold Mein Preston to The Perpetual Trustees Estate and Agency Company of New Zealand Limited.

356010 Surrender of the with lease as to Section 14 Block XIX Tiger Hill Survey District (Area 110 acres) - 11.6.1970 at 2.39 pm. See Now 4B/810.

Transmission of 248500 of Harold Mein Preston to the Perpetual Trustees Estate and Agency Company of New Zealand Limited.

250690 Transfer of 3/4 share of the Perpetual Trustees Estate and Agency Company of New Zealand Limited to Kenneth Jarrar Preston.

358308 Agreement pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941-30.7.1970 at 10.44 am.

250691 Mortgage to Kenneth Jarrar Preston to the Perpetual Trustees Estate and Agency Company of New Zealand Limited.

376984 Compensation Certificate pursuant to Section 17 of the Public Works Amendment Act 1948-13.10.1971 at 10.38 am.

279989 Compensation Certificate pursuant to Section 17 of the Public Works Amendment Act 1948-13.10.1971 at 10.38 am.

328690 Variation of the within lease - 27.6.1968 at 2.30 pm.

Prospecting Licence under the Mining Act 1926... Griffiths Holdings Limited for a term of three years commencing on 9th day of June 1975 produced 30.6.1975 at 2.23 pm. See Vol: 5D Fol: 29.

328691 Transfer to Galloway Station Limited - 27.6.1968 at 2.31 pm.

Variation of Mortgage 250691 - 27.6.1968 at 2.32 pm.

328692 Mortgage to Kenneth Jarrar Preston - 27.6.1968 at 2.33 pm.

328693 Lease to Kenneth Jarrar Preston. Term 5 years from 1 November 1966 with Servicing and Renewal clauses - 27.6.1968 at 2.42 pm.

443817 Agreement pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941 - 25.7.1975 at 11.03 am.

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. J. McPherson A.L.R.

349019 Part of the within land is known as Section 14 Block XIX Tiger Hill Survey District. (110 acres)

465597 Notice of the Surrender of Prospecting Licence 5D/29 16/9/1976 at 12.9 pm.

C.T. 386/91

18.01.00

53/2 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 10.12.1979 at 2.1 pm

[Handwritten signature]
A.L.R.

659086/2 Transfer to Pamela Alayne Preston and Roger Norman Macassey both abovenamed and Trevor John Mason of Dunedin, Chartered Accountant - 9.7.1986 at 9.26am

[Handwritten signature]
A.L.R.

527533/3 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 10.12.1979 at 2.1 pm

[Handwritten signature]
A.L.R.

670023 Mining Licence under the Mining Act 1971 affecting part of Section 19 land (24.7 ha) in favour of Ninian Leslie Peterson for a term of 10 years commencing on 16.12.1986 - 19.12.1986 at 9.13 am.

SURRENDERED
13/8/87
[Handwritten signature]

See Volume 9D Folio 187

[Handwritten signature]
A.L.R.

554485/1 Certificate vesting Mortgage 250691 in the Rural Banking and Finance Corporation of New Zealand - 20.5.1981 at 1.39 pm

[Handwritten signature]
A.L.R.

554485/2 Transfer to Pamela Alayne Preston of Galloway Married Woman, James Noel Macassey of Dunedin Company Manger and Roger Norman Macassey of Dunedin Solicitor - 20.5.1981 at 1.40 pm

[Handwritten signature]
A.L.R.

692714 Pipeline Licence under the Mining Act 1971 affecting part of the within land in favour of Ninian Leslie Peterson for a term commencing on 7.12.1987 and ceasing at the expiry of Mining Licence 9D/187 - 9.12.1987 at 9.04 am

See Volume 9D Folio 227

[Handwritten signature]
A.L.R.

554485/3 Variation of Mortgage 250691 - 20.5.1981 at 1.40 pm

[Handwritten signature]
A.L.R.

557077 Variation of Mortgage 527533/2 - 2.7.1981 at 1.39 pm

[Handwritten signature]
A.L.R.

757133 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1.7.1990 and fixing for the first 11 years the annual rent at \$3,540.00 calculated on a rental value of \$236,000.00 - 22.6.1990 at 9.33am

[Handwritten signature]
A.L.R.

573600 Variation of Mortgage 250691 - 14.4.1982 at 10.39 am

[Handwritten signature]
A.L.R.

806857 Caveat against part by Minister of Conservation entered 9.6.1992 at 10.57 am

[Handwritten signature]
A.L.R.

610617 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 1.3.1984 at 9.30am

DISCHARGED
7/3/84
[Handwritten signature]
A.L.R.

[Handwritten signature]
A.L.R.

858944/6 Mortgage to Reid Farmers Limited and Reid Farmers Finance (Otago) limited - 29.6.1994 at 9.34am

[Handwritten signature]
A.L.R.

614582/1 Surrender as to Part Run 565 (area 136 ha) shown hatched off on diagram hereon with no reduction in rent and shall take effect from 1.12.1980 14.5.1984 at 10.59 am. (with Mortgagees and Chargeholders consent).

[Handwritten signature]
A.L.R.

872991 Land Improvement Agreement under Section 30 of the Soil Conservation and Rivers Control Act 1941 - 22.12.1994 at 9.31am

[Handwritten signature]
A.L.R.

627356/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 10.12.1984 at 10.35 am.

DISCHARGED
10/12/84
[Handwritten signature]
A.L.R.

659086/1 Transmission to Pamela Alayne Preston and Roger Norman Macassey both abovenamed as survivors - 9.7.1986 at 9.26am

[Handwritten signature]
A.L.R.

OVER ---

18-01-00

885685/1 Transfer being a grant of a right (in gross) to maintain irrigation races and convey water over part herein shown marked A-B, C-D and E-F coloured orange on the diagram annexed thereto together with incidental rights in favour of the Ida Valley Irrigation Company Limited - 30.6.1995 at 11.25am

Jumavett

A.L.R.

885685/2 Transfer being a grant of a right (in gross) to maintain irrigation races and convey water over part herein shown marked a-b coloured orange on the diagram annexed thereto together with incidental rights in favour of the Ida Valley Irrigation Company Limited - 30.6.1995 at 11.35am

Jumavett

A.L.R.

885873 Transfer affecting the estate of Her Majesty the Queen in fee simple being a grant of a right (in gross) to convey water over part herein shown marked A-B, C-D, E-F-G, F-H, I-J, K-L and M-N on diagram annexed thereto together with incidental rights in favour of Galloway Irrigation Society Incorporated - 30.6.1995 at 2.43pm
CT 17D709 issued

Jumavett

A.L.R.

CDE S15 - Request Manual Copy [X]

Document Type	Instrument	Request Id	15968
Reference Number	757133 <i>RCL</i>	User Id	dabercrombiedu
Land District	Otago	Request Date	27/08/2001
Method of Delivery	Post	Client Reference	dabercrombiedu
<input type="checkbox"/> Certified Copy		Status	Pending

Delivery Details:

Firm	Abercrombie & Assoc. Ltd
Street	P.O. Box 5056
Town	Dunedin
Country	New Zealand
Postcode	9001
Fax Number	03 471 9455

Fees: [OK] [Cancel]

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Susan Jane Bunting of Dunedin, Property Officer

HEREBY CERTIFY -

1. THAT by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

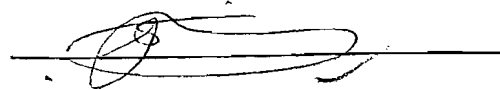
- . AUCKLAND (North Auckland Registry) and there numbered B678573
- BLENHEIM (Marlborough Registry) and there numbered 136439
- CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2
- DUNEDIN (Otago Registry) and there numbered 681189/1
- GISBORNE (Poverty Bay Registry) and there numbered 167089.2
- HAMILTON (South Auckland Registry) and there numbered H734177
- HOKITIKA (Westland Registry) and there numbered 076748
- INVERCARGILL (Southland Registry) and there numbered 141782
- NAPIER (Hawkes Bay Registry) and there numbered 478751.2
- NELSON (Nelson Registry) and there numbered 269962.1
- NEW PLYMOUTH (Taranaki Registry) and there numbered 341775
- WELLINGTON (Wellington Registry) and there numbered 860782.2

LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

- 2. THAT at the date hereof I was Property Officer of the said Corporation.
- 3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Dunedin
this 4th day of May
1987

)
)
)



MEMORANDUM OF RENEWAL AND VARIATION REGISTER
OF PASTORAL LEASE

IN THE MATTER OF THE LAND ACT 1948

AND

IN THE MATTER OF PASTORAL LEASE NO P 180
REGISTERED AS REGISTER VOLUME
386 FOLIO 91 OTAGO DISTRICT
LAND REGISTRY FROM HER MAJESTY
THE QUEEN TO PAMELA ALAYNE
PRESTON OF GALLOWAY MARRIED
WOMAN ROGER NORMAN MACASSEY OF
DUNEDIN SOLICITOR AND TREVOR
JOHN MASON OF DUNEDIN CHARTERED
ACCOUNTANT

PURSUANT TO SECTION 170 OF THE LAND ACT 1948 THE TERM OF THE ABOVEMENTIONED
LEASE REGISTERED IN VOLUME 386 FOLIO 91 OTAGO LAND REGISTRY IS RENEWED FOR
A TERM OF 33 YEARS COMMENCING ON THE 1ST DAY OF JULY 1990. THE COVENANT TO
PAY RENT AND THE RENTAL VALUE CONTAINED IN THE LEASE IS HEREBY VARIED BY
DELETING THE SAID COVENANT AND SUBSTITUTING THE FOLLOWING:

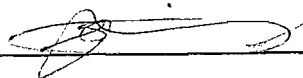
YIELDING AND PAYING THEREFOR FOR THE FIRST 11 YEARS OF THE SAID TERM
UNTO THE LAND CORPORATION LIMITED AT DUNEDIN THE ANNUAL RENT OF
\$3,540.00 CALCULATED ON A RENTAL VALUE OF \$236,000.00 PAYABLE WITHOUT
DEMAND BY EQUAL HALF YEARLY PAYMENTS IN ADVANCE ON THE FIRST DAY OF
JANUARY AND THE FIRST DAY OF JULY IN EACH AND EVERY YEAR DURING THE
SAID PERIOD OF 11 YEARS AND FOR THE NEXT TWO SUCCESSIVE PERIODS OF 11
YEARS OF THE SAID TERM A RENT DETERMINED IN RESPECT OF EACH OF THOSE
PERIODS IN THE MANNER PROVIDED IN SECTION 132A OF THE LAND ACT 1948.

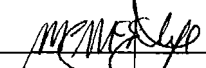
SAVE AS HEREBY EXPRESSLY VARIED ALL THE COVENANTS CONDITIONS AND
RESTRICTIONS CONTAINED OR IMPLIED IN THE SAID MEMORANDUM OF LEASE SHALL
REMAIN IN FULL FORCE.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SUBSCRIBED THEIR NAMES THIS
4th DAY OF May 1990 .

SIGNED FOR AND ON BEHALF OF HER MAJESTY)
THE QUEEN PURSUANT TO A DEED LODGED WITH)
THE DISTRICT LAND REGISTRAR AS NO 750040)
BY LAND CORPORATION LIMITED BY ITS)
ATTORNEY SUSAN JANE BUNTING)
IN THE PRESENCE OF:)

LAND CORPORATION LIMITED
BY ITS ATTORNEY
REGISTER



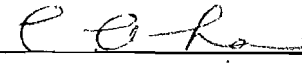
WITNESS: 

OCCUPATION: Property Officer, Landcorp

ADDRESS: Dunedin

SIGNED BY THE LESSEE)
PAMELA ALAYNE PRESTON ✓)
IN THE PRESENCE OF:)

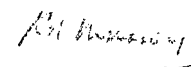

LESSEE

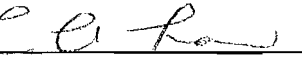
WITNESS: 

OCCUPATION: Home Clerk to Cook

ADDRESS: Allan Gilson Dunedin

SIGNED BY THE LESSEE)
ROGER NORMAN MACASSEY ✓)
IN THE PRESENCE OF:)

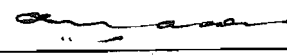

LESSEE

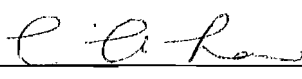
WITNESS: 

OCCUPATION: Home Clerk to Cook

ADDRESS: Allan Gilson Dunedin

SIGNED BY THE LESSEE)
TREVOR JOHN MASON)
IN THE PRESENCE OF:)


LESSEE

WITNESS: 

OCCUPATION: Home Clerk to Cook

ADDRESS: Allan Gilson Dunedin

REGISTER

MEMORANDUM OF RENEWAL OF PASTORAL LEASE

PARTICULARS ENTERED IN THE REGISTER AS SHOWN HEREIN ON THE DATE AND AT THE TIME STAMPED BELOW.

HER MAJESTY THE QUEEN LESSOR

P A PRESTON
R N MACASSEY LESSEE
T J MASON

DISTRICT/ASSISTANT LAND REGISTRAR OF OTAGO

LAND CORPORATION LIMITED
DUNEDIN

PARTICULARS
LAND RETURN
APPROVED
[Handwritten Signature]

FILE COPY

MWP_0011915



806857 X

LAND TRANSFER ACT 1952

DISTRICT OF OTAGO

TAKE NOTICE that a caveat, No. 806857, has been lodged with me by MINISTER OF CONSERVATION forbidding the registration of any Memorandum of Transfer or other instrument affecting the undermentioned land viz:—

Land affected	Vol.	Fol.
39 hectares more or less being parts of Run 565 Tiger Hill Survey District	386	part 91

Dated at the Land Registry Office, Dunedin, this 10th day of June, 19 92

To PA Preston, RN Macassey & TJ Mason
C/- Box 143
DUNEDIN


 District Land Registrar
 Assistant



**CONSERVATION
TE PAPA ATAWHAI**

Our ref: RAP MAN 13

9 June 1992

District Land Registrar
Land and Deeds Registry Office
Private Bag
DUNEDIN

CAVEAT : PART 386/91

The fee charged for registration of this caveat would be payable directly or indirectly from the Consolidated Revenue Account.

J H Beard
for Regional Conservator