

Crown Pastoral Land Tenure Review

Lease name : GALLOWAY STATION

Lease number : PO 180

Due Diligence Report (including Status Report) - Part 10

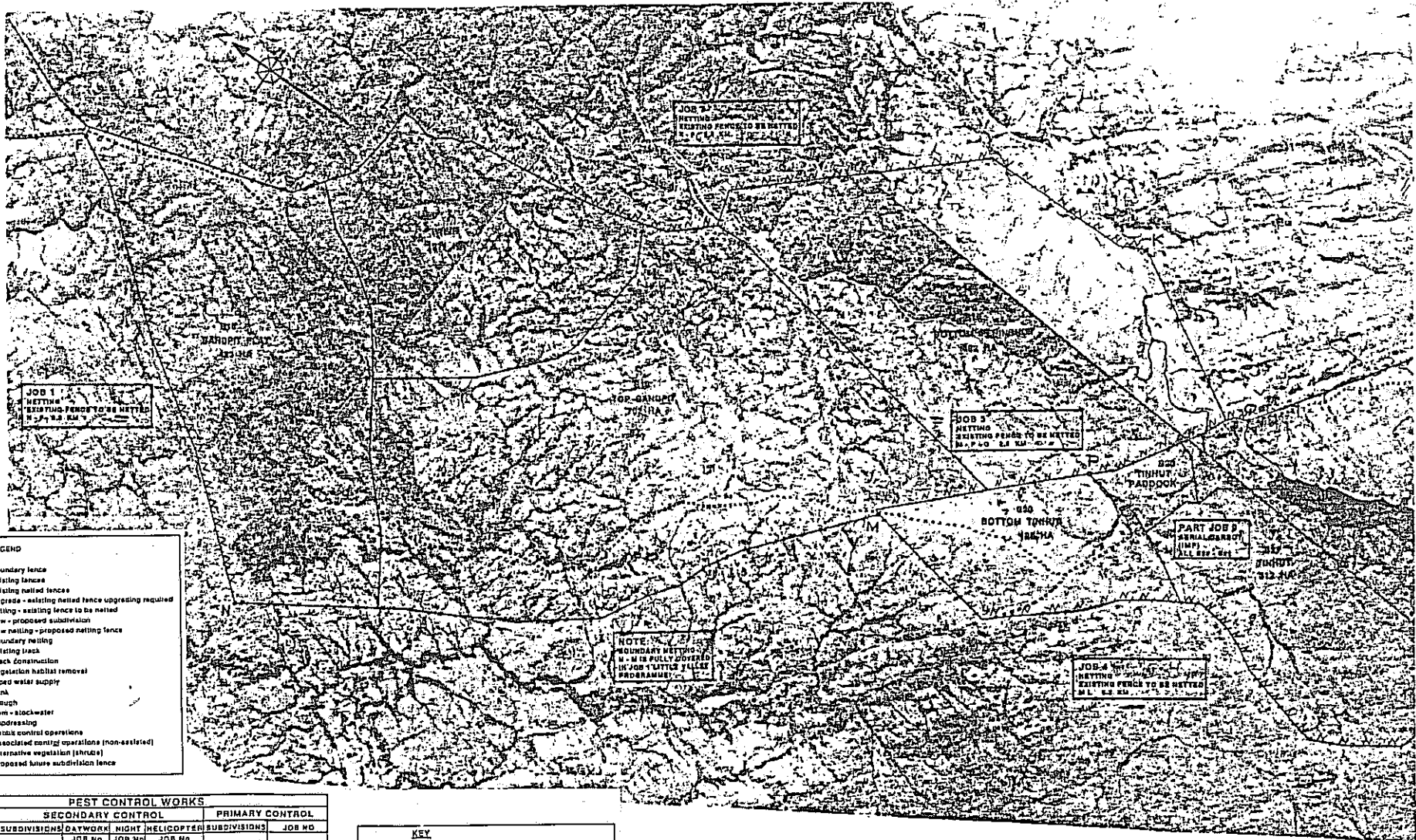
This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

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

JOIN SHEET 12965/17



LEGEND

- Boundary fence
- Existing fence
- Upgrade - existing netted fence upgrading required
- Netting - existing fence to be netted
- New - proposed subdivision
- New netting - proposed netting fence
- Boundary netting
- Existing track
- Track construction
- Vegetation habitat removal
- Piped water supply
- Tank
- Trough
- Dam - stockwater
- Trenching
- Rabbit control operations
- Associated control operations (non-assisted)
- Alternative vegetation (shrubs)
- Proposed future subdivision fence

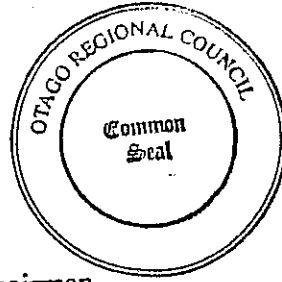
	PEST CONTROL WORKS				
	SECONDARY CONTROL			PRIMARY CONTROL	
	SUBDIVISIONS	DAYWORK	NIGHT (HELICOPTER)	SUBDIVISIONS	JOB NO.
1ST YEAR TO 30 / 6 / 81		10	10	38 - 814	9
2ND YEAR TO 30 / 6 / 82	ALL R 8LM LAND	18	15	815 - 822, 21	
3RD YEAR TO 30 / 6 / 83	ALL R 8LM LAND	30	31		
4TH YEAR TO 30 / 6 / 84	ALL R 8LM LAND	33	34		
5TH YEAR TO 30 / 6 / 85	ALL R 8LM LAND	40	39	41	

KEY

- FIRST YEAR PROGRAMME ENDING 30-6-81
- SECOND YEAR PROGRAMME ENDING 30-6-82
- THIRD YEAR PROGRAMME ENDING 30-6-83
- FOURTH YEAR PROGRAMME ENDING 30-6-84
- FIFTH YEAR PROGRAMME ENDING 30-6-85

<p>LEVEL DRAWING</p> <p>DATE: 12/85</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p> <p>APPROVED: [Signature]</p>	<p>TO: [Name]</p> <p>FROM: [Name]</p> <p>DATE: [Date]</p>	<p>LEGAL DESCRIPTION</p> <p>[Text]</p>	<p>PROJECT</p> <p>[Text]</p>	<p>SCALE: 1:15000</p>	<p>RABBIT AND LAND MANAGEMENT PROGRAMME GALLOWAY STATION - SAND PIT - TIN HUT - (MIDDLE PART) ANNUAL WORKS AND PEST CONTROL MR. A. PRESTON GALLOWAY STATION RD. ALEXANDRA</p>	<p>JOB NO. 12965/17</p> <p>L12965/18</p>
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THE COMMON SEAL of
THE OTAGO REGIONAL COUNCIL
was attached in the presence of:



[Signature]

[Signature]

)
)
)
Chairman
CHAIRPERSON

)
Director

SIGNED by
Pamela Alyne Preston of Galloway and Roger
Norman Macassey and Trevor John Mason
of Dunedin

P.A. Preston

R.N. Macassey

in the presence of:

[Signature]

Witness: *F. O. R.*

Occupation: *Bank Clerk to Clerk*

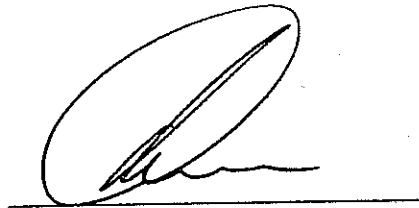
Address: *11 Alton Gibson Drive*

CERTIFICATE AND APPLICATION FOR REGISTRATION

I, **RUSSELL WAYNE SCOTT** of Dunedin, Director of Corporate Services of the Otago Regional Council certify:

1. this agreement is a duplicate of the land improvement agreement made under Section 30(3) and 30A Soil Conservation and Rivers Control Act 1941 between the Otago Regional Council and Pamela Alyne Preston of Galloway and Roger Norman Macassey and Trevor John Mason of Dunedin called the Farmer
2. this agreement may be registered against the land described in the First Schedule of this agreement

and I apply for registration of the agreement against the title to the land described in the First Schedule.



R W Scott
Director of Corporate Services
Otago Regional Council

To; The District Land Registrar
Otago Land Registration District.

Dated

1992

**BETWEEN THE OTAGO REGIONAL
COUNCIL** a body corporate under
the Local Government Act 1974
(called "the Council")

AND Pamela Alyne Preston of Galloway
and Roger Norman Macassey and
Trevor John Mason of Dunedin

(called "the Farmer")

LAND IMPROVEMENT AGREEMENT

**Rabbit and Land Management
Land Improvement Agreement**

Guarantee for Trusts

In Consideration of:

1. The Council entering into the Agreement with the Farmer.
 2. The obligations undertaken by the Council to the Farmer.
 3. The Council continuing to perform the obligations set out in the Agreement.
 4. The Council refraining for the time being from taking steps to recover any money owing by the Farmer to the Council under the Agreement or enforcing any other obligation of the Farmer under the Agreement unperformed:
1. **The Guarantors (named below) guarantee the performance of all the Farmer's obligations under the Agreement including (but not limited to):**
 - (a) the payment of any money payable by the Farmer to the Council
 - (b) any interest, costs and expenses payable by the Farmer to the Council in obtaining or enforcing (or trying to obtain or enforce) performance of any of the Farmer's obligations under the Agreement.
- 2.1 **This guarantee shall be a continuing guarantee for the duration of the Agreement between the Farmer and the Council.**
 - 2.2 **This guarantee shall not be discharged until the Farmer's obligations under the Agreement have been fully performed or the guarantee is expressly revoked by the Council in writing.**
- 3.1 **Except in accordance with clause 2 of this guarantee, this guarantee shall not:**
 1. be released or discharged or satisfied for any reason at all
 2. be abrogated or prejudiced or affected by any ground whatsoever whether known to the Council or not.
 - 3.2 **Without limiting clause 3.1 of this guarantee the liability of the Guarantor shall not be discharged by:**
 1. any compromise, compound or arrangement made by the Council with the Farmer or any Guarantor
 2. any full or partial release given by the Council to the Farmer or any Guarantor of any obligation to the Council
 3. the Council abandoning, releasing, varying, renewing or surrendering any judgment, security or other rights held by the Council against the Farmer or any Guarantor
 4. any alteration in the nature, term, priority or enforceability or any security or right held by the Council against the Farmer or any Guarantor
 5. any assignment, disposition or other dealing affecting the farmer's interest under the Agreement or in land which is the subject of the Agreement whether the Guarantor consented to the assignment, disposition or dealing or not
 6. any breach by the Council or the Farmer of the terms of the Agreement
 7. any variation or alteration in the terms of the Agreement or any guarantee whether made with the consent of the Guarantor or not
 8. any time or other indulgence granted to the Farmer or any Guarantor



9. any obligation contained in the Agreement or any guarantee being unenforceable by the Council against the Farmer or any Guarantor
 10. the insolvency or liquidation of the Farmer or any Guarantor
 11. any changes in the shareholding or directors of the Farmer or any Guarantor
 12. any amalgamation with or absorption of the Farmer or any Guarantor by any other incorporated body
 13. any security or agreement being void or defective or unenforceable in substance or in form
 14. anything done or omitted by the Council under the Agreement or this guarantee
 15. any payment or credits to or surplus in the Farmer's property account operated by the Council under Clause 5 of the Agreement.
- 3.3** This guarantee shall remain valid and binding on the Guarantor if any of the events listed in 3.2 occur even though:
1. the Guarantor did not consent;
 2. the Guarantor did not have notice.
- 4.1** Although as between the Farmer and the Guarantor the Guarantor may be a surety only as between the Council and the Guarantor the Guarantor shall be deemed to be the principal obligor and liable on all the Farmer's obligations under the Agreement.
- 4.2** The Guarantor shall not be released by anything which would release any person liable only as a surety.
- 5.** The Guarantor has not and shall not take, without the Council's written consent, any security from the Farmer in connection with the guarantee.
- 6.1** If the Farmer is wound up or makes any assignment or arrangement for the benefit of its creditors the Guarantor shall not:
1. prove or seek recovery of any payments made by the Guarantor in competition with the Council
 2. seek to deprive the Council of any monies recovered by the Council
 3. hold the Council accountable to the Guarantor for any payments received by the Council.
- 6.2** If the Farmer is wound up or makes any assignment or arrangement for the benefit of its creditors the Guarantor shall only prove for or seek recovery of payments made by them once the Farmer's indebtedness to the Council has been discharged.
- 7.1** Each Guarantor shall be jointly and severally liable.
- 7.2** Each Guarantor shall be liable under the guarantee even though some other person or persons were intended to be a Guarantor and have refused or failed to sign the guarantee or have not become legally bound by the guarantee.
- 8.1** The Guarantor shall not exercise any rights of surety or of subrogation inconsistent with the guarantee.
- 9.** The guarantee shall be valid and binding even though:
1. the Agreement between the Council and the Farmer is outside the powers of the Farmer its directors or agents
 2. the Agreement is in any way irregular, defective or unenforceable.
- 10.1** This guarantee shall not merge in, prejudicially affect or be merged in or be prejudicially affected by any other agreement, guarantee or security.

10.2 This guarantee shall be in addition to and without prejudice to any other agreement, security or guarantee.

11.1 The Guarantor shall perform the obligations created by this guarantee on demand by the Council.

11.2 Demand shall be made by the Council in writing and served on the Guarantor

1. by being personally delivered to the Guarantor
2. by being left at the place last known to the Council as the last known place of business or residence of the Guarantor
3. by being sent by ordinary post to the place known to the Council as the last known place of business or residence of the guarantor; any notice posted shall be deemed to be served in the ordinary course of post.

11.3 Any notice shall be valid even if the Guarantor is mentally disordered, under disability, dead, bankrupt or absent from the country or the address at which the notice is left or to which it is posted.

12.2 Interpretation

12.1 "Agreement" means the Land Improvement Agreement to which this guarantee is annexed between the Farmer and the Council.

12.2 "Council" means the Otago Regional Council and includes its officers, employees, agents and independent contractors.

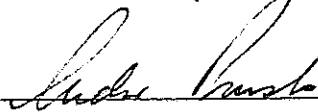
12.3 "Farmer" means the person named as the Farmer in the Agreement and includes any person acquiring the Farmer's interest in the land.

12.4 "Guarantor" means the person or persons who sign this guarantee and if more than one, both or either of those persons.

12.5 "Land" means the land described in the First Schedule of the Agreement.

SIGNED by

Andrew Farrar Preston (Guarantor)



in the presence of:

Witness: Melissa Elliot

Occupation: Computer Operator

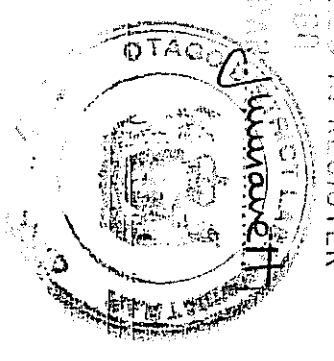
Address: 5 Don Place, Alexandra


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MEMORANDUM OF TRANSFER
(GRANT OF EASEMENT IN GROSS)

WHEREAS the IDA VALLEY IRRIGATION COMPANY LIMITED a duly incorporated company having its registered office at Alexandra (herein called "the Grantee") is a company involved in the supply of water under an Irrigation Scheme purchased from the Crown by the Grantee to which Scheme the provisions of the Irrigation Schemes Act 1990 apply

AND WHEREAS the Grantee is entitled pursuant to the provisions of the Irrigation Schemes Act 1990 to obtain a registered easement over and across the land of all persons or bodies over whose land the irrigation scheme water races natural gullies syphons pipelines weirs dams and other structures existed at the time the irrigation scheme was purchased by the Grantee from the Crown

AND WHEREAS the land owned by the Grantor named in the Schedule hereto is land meeting that requirement and the Grantor has agreed to grant to the Grantee an easement in gross over that land in the terms hereinafter contained

AND WHEREAS there is annexed hereto a diagram or diagrams of the land owned by the Grantor and referred to herein on which diagram or diagrams are shown the course of the irrigation races owned by the Grantee and as purchased from the Crown

AND WHEREAS the term "irrigation races" whenever used herein shall mean and include all water races natural gullies ditches channels tunnels pipelines syphons measuring boxes dams weirs structures and other constructions and chattels used by the Grantee as part of the Ida Valley Irrigation Scheme

NOW THEREFORE IN CONSIDERATION of the premises and pursuant to the provisions of the Irrigation Schemes Act 1990 the Grantor DOES HEREBY TRANSFER AND GRANT unto the Grantee and its successors AS AN EASEMENT IN GROSS FOREVER :

- A. The full free uninterrupted and unimpeded right to have and maintain irrigation races over the land of the Grantor in positions shown coloured orange and marked "A-B", "C-D" and "E-F" on the diagram or diagrams annexed hereto.
- B. The full free uninterrupted and unimpeded right to convey and transport water over along and through those irrigation races across the land of the Grantor.
- C. The full free uninterrupted and unimpeded right for all or any irrigation races presently existing to remain on the land of the Grantor in such site as they may presently occupy.

- D. The full free uninterrupted and unimpeded right for the Grantee with or without its agents servants workmen engineers and employees and with or without any necessary vehicles implements tools pipes machines and equipment of any nature or kind whatsoever to enter upon the lands of the Grantor at any time and from time to time for the purpose of maintaining repairing renewing or replacing the said irrigation races owned by the Grantee and situated upon the land of the Grantor including the right to open up soil of the land as may be necessary.
- E. The full free uninterrupted and unimpeded right to occupy and use the land forming the course of the irrigation races on each side of each and every irrigation race to a reasonable distance necessary for the proper operation of the irrigation scheme and to enable access along the course of the race by people vehicles and machinery and for benching and construction of new benching as necessary and the deposit of soil and other matter removed therefrom PROVIDED THAT the area of such land shall not exceed a strip ten metres wide along the entire length of the course of the irrigation races and measured either wholly on one side of its course or partly on one side and partly on the other but so that at no point of the course shall the total width measured on both sides exceed more than ten metres.

AND UPON the following terms and conditions:

1. The Grantee shall ensure that in exercising the right hereby conferred there is caused as little damage as possible to the land of the Grantor and that all necessary works undertaken shall be completed with all reasonable despatch and any damage caused to the land of the Grantor shall be promptly remedied by the Grantee at the cost of the Grantee so that the land of the Grantor shall be reinstated the same as nearly as is reasonably possible to the condition it was in prior to such work.
2. The parties acknowledge that any fences or gateways on or adjacent to the irrigation races on the land of the Grantor are the property of the Grantor who is solely responsible for the repair maintenance and replacement thereof SAVE that in the event of any damage to them done by the Grantee the same shall be remedied by the Grantee at the expense of the Grantee.
3. The Grantee shall be responsible for any damage caused to the land of the Grantor by any escape of water carried in the irrigation races unless the same shall have come about as a result of the action or omission of some other person (including that of the Grantor) or body or by Act of God (as for example a cloudburst overflowing the race) AND in the event of any such escape of water the Grantee will immediately and at its own cost repair any damage so caused and reinstate the land the same as nearly as is reasonably possible to the condition it was in prior to such escape SAVE that the Grantor shall not be entitled to

compensation for or in respect of matters associated with the loss of use of land of the Grantor unless it shall be proved the Grantee has been dilatory in carrying out its obligation to repair and reinstate the land under this provision.

4. The Grantee and its servants agents employees contractors and workmen shall have the right at any time and from time to time without being deemed to commit a trespass and without payment of compensation or damages to enter upon the land of the Grantor as hereinbefore set out or upon any other land owned connected or associated to the Grantor and which the Grantee has in the past customarily used for the purpose of access so that the Grantee may fully exercise the rights given to it under this easement and for the operation of the irrigation scheme including (but not exclusively) the maintaining repairing cleaning replacing or reconstructing the irrigation races and all other works owned by the Grantee and the gauging or otherwise determining the quantity of water in or delivered by the irrigation race or races or any pipe and for the viewing of the condition of such irrigation races.

5. The Grantor shall ensure that access by the Grantee to any such irrigation race owned by the Grantee and used in the operation of the irrigation scheme is not in any way restricted or imperilled and at all times is kept available to the Grantee and to its servants agents workmen contractors employees and all or any other person or persons acting for or on behalf of the Grantee AND in respect to any future development by the Grantor alongside any such irrigation races the Grantor will ensure that such development does not impede restrict limit or otherwise in any way inhibit or impair that access AND will ensure that no trees are permitted to grow or fences erected adjacent to or in the vicinity of such irrigation races so as to cause any blocking or interference with the same or any damage thereto or impede or prevent access thereto or cleaning thereof AND will at the Grantor's own cost in all things remove any tree or trees fence or fences that may be determined by the Grantee as causing or contributing to any such impedance or prevention of access or cleaning or blockage or interference or damage and will remedy or repair any such immediately and to the Grantee's satisfaction.

6. The Grantor will ensure that in any farming or other operation upon the land of the Grantor no damage is done to the irrigation races of the Grantee and that no interference is caused thereto or blockage impediment or limitation created in respect thereof AND in the event that any such should happen or occur the Grantor will immediately and at the cost of the Grantor in all things repair and remedy such to the satisfaction of the Grantee and in the event that the Grantor should fail or omit to do so then the Grantee shall be entitled to do so and to charge the cost of the same to the Grantor and recover the same from the Grantor as liquidated damages.

7. The Grantor and the Grantee may by mutual consent vary these terms and conditions as applicable to the easement hereby granted.

8. All costs and expenses of and relating to the preparation and registration of this easement shall be paid by the Grantee provided however the Grantor shall meet the Grantor's own cost (if any) in having this document perused by the Grantor's own advisers.

9. In any case where the Grantee shall be involved in maintenance and renewal or replacement of any irrigation races as presently existing and in the course of such activities should wish to increase the size of or alter the nature of (as for example by piping a presently open race) any such irrigation race from that as existing at the time of the grant of this easement then the following provisions shall apply:

- (a) The Grantee shall first give written notice by registered mail to the Grantor at the Grantor's last known address contained in the Grantees records of the intention of the Grantee to do such work and detailing the nature of such work and such notice shall give the Grantor one month to lodge with the Grantee an objection in writing to such work being undertaken.
- (b) If no objection is received within the one month time limit the Grantee shall be entitled to proceed and do such work as detailed in the written notice sent to the Grantor and the Grantor shall be deemed to have consented to the same and the same shall for all purposes be deemed to be legally and properly done pursuant to this provision and to fall within the terms of the easement hereby granted.
- (c) The Grantor's grounds for objection are limited to the nature of the work causing more than a minimal loss of use or damage to the land.
- (d) Following the receipt by the Grantee of an objection from the Grantor a meeting (at a time and place nominated by the Grantee) shall be held between the Grantor and Grantee within two months of the objection being received in order to resolve the objection and to allow work to proceed. If the Grantor fails to attend such meeting then the Grantee can ignore the objection and proceed with the work detailed in the notice previously given to the Grantor and the Grantor shall be deemed to have consented to the same and the same shall for all purposes be deemed to be legally and properly done pursuant to this provision and to fall within the terms of the easement hereby granted.
- (e) If the meeting does not resolve the objection to the satisfaction of both parties then the objection shall be referred to arbitration pursuant to the provisions of the Arbitration Act 1908 (as amended) and the decision of such arbitration shall be binding on both parties.

- (f) Where the need for such work shall arise due to sudden and unforeseen damage to the irrigation races the Grantee shall be entitled (with or without the consent of the Grantor) to proceed immediately to do such work and without the need to give the Grantor the prior written notice outlined above.
- (g) In carrying out any such work whether with or without the consent of the Grantor or otherwise the provisions of Clause 1 hereof shall apply in like manner.

10. The Grantee shall ensure that at all times the operation of the irrigation scheme and the cleaning maintenance repair and replacement thereof shall be done so as to cause as little interference as possible to the Grantor in the Grantor's use of the land and the Grantee shall make all effort as might be reasonable or practicable to minimise such interference and to reduce or minimise any nuisance caused by the existence or operation of the irrigation scheme on the land of the Grantor PROVIDED HOWEVER that this provision shall not require the Grantee to reduce or minimise any interference or nuisance below the level existing at the time of acquisition of the irrigation scheme by the Grantee from the Crown.

11. The Grantee shall be entitled following consultation with the Grantor and with the consent of the Grantor to undertake any major repair replacement or reconstruction works on the irrigation races and to upgrade or alter the alignment of the irrigation races so that following such work they would occupy a position on the land of the Grantor different from that which they occupied at the time of granting of this easement and in such case this easement shall be deemed to apply in all aspects to the irrigation races as they exist following completion of work by the Grantee.

12. In any case where the present area of land occupied by the Grantee forming the course of the irrigation races presently exceeds the total width authorised by this easement then such presently existing use by the Grantee shall be deemed to be within the terms granted by this easement and this easement shall apply in full to such area as if the maximum width authorised had not been exceeded and as if the irrigation races and works were existing within the maximum total width authorised by this easement and in any case of repair reconstruction or re-alignment of any irrigation race where the completed works exceed the total maximum width authorised by this easement then this easement is to apply wholly thereto as if that total width was not exceeded.

SCHEDULE

Name of Grantors: PAMELA ALAYNE PRESTON formerly ^{but now of Christchurch} of Galloway*, Married ^{Widow}
Woman, ROGER NORMAN MACASSEY of Dunedin,
Solicitor and TREVOR JOHN MASON of Dunedin,
Chartered Accountant

Legal Description:

Estate: Leasehold under Pastoral Lease No. 180
Area: 11275.0463 hectares /
Section 9 and 63 Block VI TIGER HILL SURVEY DISTRICT Runs 565 and
565A, Tiger Hill, Cairnside, Cairnhill, Long Valley and Manor
Survey Districts
Certificate of Title: 386/91 (Otago Registry)

- SUBJECT TO:
1. Mining Licence 670023
 2. Pipeline Licence 692714
 3. Caveat 806857
 4. Mortgage 858944/6
 5. Land Improvement Agreement 872991

IN WITNESS WHEREOF these presents have been executed this 29th
day of June 1995

SIGNED by the abovenamed)
PAMELA ALAYNE PRESTON) P.A. Preston
as Grantor in the)
presence of:)

G. Gibson
of account to Cook
Allen Gibson
Solicitors Dunedin

SIGNED by the abovenamed)
ROGER NORMAN MACASSEY)
as Grantor in the)
presence of:) *R. Munnery*

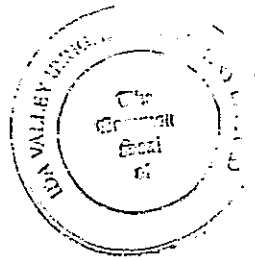
G. Gibson
of account to Cook
Allen Gibson
Solicitors Dunedin

SIGNED by the abovenamed)
TREVOR JOHN MASON)
as Grantor in the)
presence of:)

G. Gibson
of account to Cook
Allen Gibson
Solicitors Dunedin

SIGNED by IDA VALLEY
IRRIGATION COMPANY LIMITED
as Grantee by affixing
its Common Seal in the
presence of:-

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)
)
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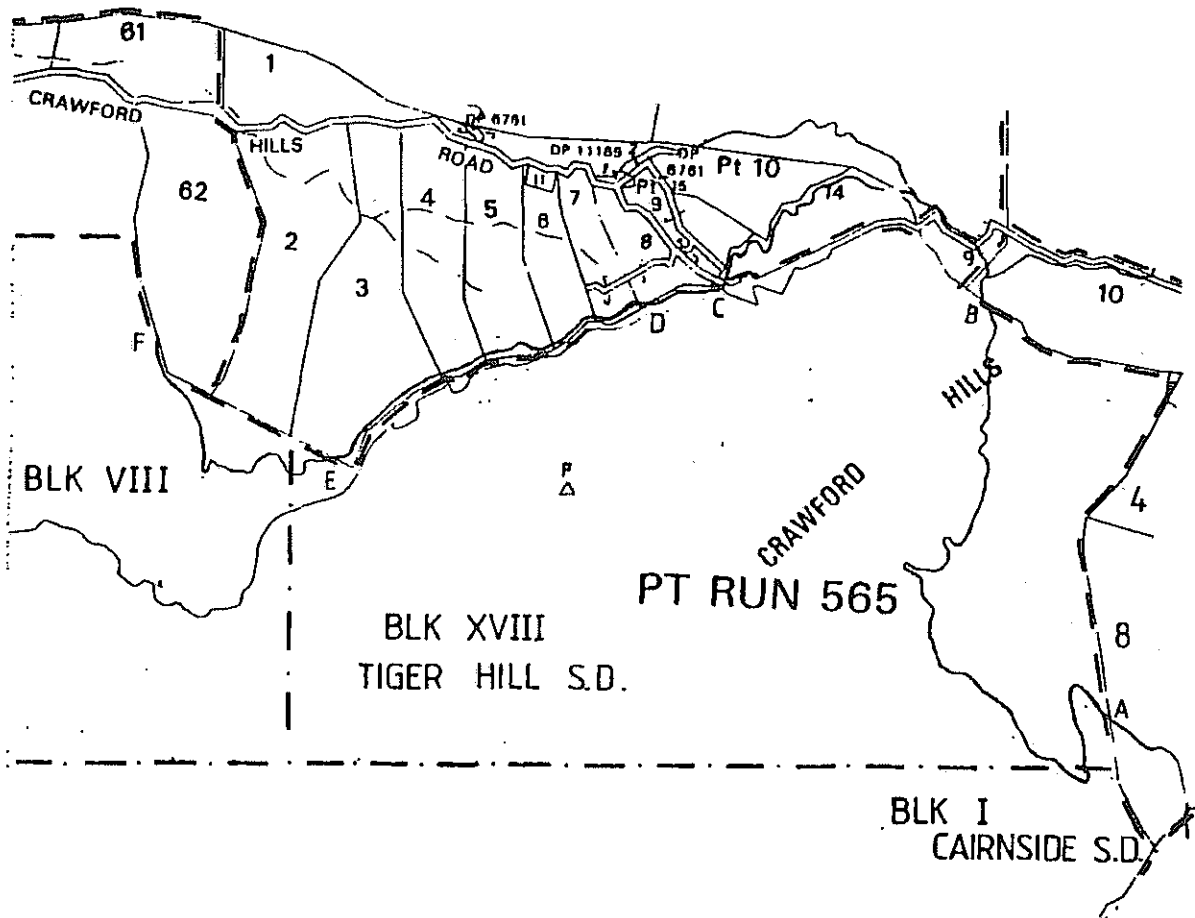


IDA Valley, Director
John R. Stewart, Receiver

The Minister of Conservation being Caveator under Caveat Number
806857 hereby Consents to the registration of the within Transfer.

SCHEDULE OF EASEMENTS

Shown	Purpose	Servient Tenement	Grantee	C T	Owner	Plan No
A-B, CD, E-F	<i>Right to Convey Water</i>	PT RUN 565 BLK XVIII & VIII TIGER HILL S.D	<i>Ida Valley Irr. Co. Ltd.</i>	386/91	P.A PRESTON T.J MASON R.N MACASSEY	65



**DIAGRAM OF IRRIGATION RIGHT
 PREPARED PURSUANT TO THE
 IRRIGATION SCHEMES ACT 1990**

IDA VALLEY IRRIGATION CO. LTD.

PREPARED BY **C. HUGHES & ASSOCIATES**
 SURVEYING CONSULTANTS
 CROMWELL

Scale	1:50000
Date	Feb 1995
Job No	3564

MEMORANDUM OF TRANSFER
(EASEMENT IN GROSS)

Correct for the purposes of the Land
Transfer Act 1952

[Handwritten Signature]
Solicitor for the parties

PA PRESTON AND OTHERS.....Grantors

IDA VALLEY IRRIGATION.....Grantee
COMPANY LIMITED

=====
Particulars entered in the Register
as shown herein on the date and at
the time endorsed below.

.....
Assistant/District Land Registrar
of the District of.....
=====

PL HALL
SOLICITOR
ALEXANDRA

11.35 30 JUN 95 885685/1
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR
386191



885685.2

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MEMORANDUM OF TRANSFER
(GRANT OF EASEMENT IN GROSS)

WHEREAS the IDA VALLEY IRRIGATION COMPANY LIMITED a duly incorporated company having its registered office at Alexandra (herein called "the Grantee") is a company involved in the supply of water under an Irrigation Scheme purchased from the Crown by the Grantee to which Scheme the provisions of the Irrigation Schemes Act 1990 apply

AND WHEREAS the Grantee is entitled pursuant to the provisions of the Irrigation Schemes Act 1990 to obtain a registered easement over and across the land of all persons or bodies over whose land the irrigation scheme water races natural gullies syphons pipelines weirs dams and other structures existed at the time the irrigation scheme was purchased by the Grantee from the Crown

AND WHEREAS the land owned by the Grantor named in the Schedule hereto is land meeting that requirement and the Grantor has agreed to grant to the Grantee an easement in gross over that land in the terms hereinafter contained

AND WHEREAS there is annexed hereto a diagram or diagrams of the land owned by the Grantor and referred to herein on which diagram or diagrams are shown the course of the irrigation races owned by the Grantee and as purchased from the Crown

AND WHEREAS the term "irrigation races" whenever used herein shall mean and include all water races natural gullies ditches channels tunnels pipelines syphons measuring boxes dams weirs structures and other constructions and chattels used by the Grantee as part of the Ida Valley Irrigation Scheme

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- A. The full free uninterrupted and unimpeded right to have and maintain irrigation races over the land of the Grantor in positions shown coloured orange and marked "a-b" on the diagram or diagrams annexed hereto.
- B. The full free uninterrupted and unimpeded right to convey and transport water over along and through those irrigation races across the land of the Grantor.
- C. The full free uninterrupted and unimpeded right for all or any irrigation races presently existing to remain on the land of the Grantor in such site as they may presently occupy.

- D. The full free uninterrupted and unimpeded right for the Grantee with or without its agents servants workmen engineers and employees and with or without any necessary vehicles implements tools pipes machines and equipment of any nature or kind whatsoever to enter upon the lands of the Grantor at any time and from time to time for the purpose of maintaining repairing renewing or replacing the said irrigation races owned by the Grantee and situated upon the land of the Grantor including the right to open up soil of the land as may be necessary. x
- E. The full free uninterrupted and unimpeded right to occupy and use the land forming the course of the irrigation races on each side of each and every irrigation race to a reasonable distance necessary for the proper operation of the irrigation scheme and to enable access along the course of the race by people vehicles and machinery and for benching and construction of new benching as necessary and the deposit of soil and other matter removed therefrom PROVIDED THAT the area of such land shall not exceed a strip ten metres wide along the entire length of the course of the irrigation races and measured either wholly on one side of its course or partly on one side and partly on the other but so that at no point of the course shall the total width measured on both sides exceed more than ten metres.
- F. The full free uninterrupted and unimpeded right of support of the land of the Grantor for dams and weirs situate on the Grantors land and known as the Manorburn Dam and Manorburn Weirs and marked "A-B" and shown on the diagram annexed hereto togetherwith the full free uninterrupted and unimpeded right of way and access over the areas of the Grantors land marked "A-B" on the diagram annexed hereto.

AND UPON the following terms and conditions:

1. The Grantee shall ensure that in exercising the right hereby conferred there is caused as little damage as possible to the land of the Grantor and that all necessary works undertaken shall be completed with all reasonable despatch and any damage caused to the land of the Grantor shall be promptly remedied by the Grantee at the cost of the Grantee so that the land of the Grantor shall be reinstated the same as nearly as is reasonably possible to the condition it was in prior to such work.
2. The parties acknowledge that any fences or gateways on or adjacent to the irrigation races on the land of the Grantor are the property of the Grantor who is solely responsible for the repair maintenance and replacement thereof SAVE that in the event of any damage to them done by the Grantee the same shall be remedied by the Grantee at the expense of the Grantee. v

3. The Grantee shall be responsible for any damage caused to the land of the Grantor by any escape of water carried in the irrigation races unless the same shall have come about as a result of the action or omission of some other person (including that of the Grantor) or body or by Act of God (as for example a cloudburst overflowing the race) AND in the event of any such escape of water the Grantee will immediately and at its own cost repair any damage so caused and reinstate the land the same as nearly as is reasonably possible to the condition it was in prior to such escape SAVE that the Grantor shall not be entitled to compensation for or in respect of matters associated with the loss of use of land of the Grantor unless it shall be proved the Grantee has been dilatory in carrying out its obligation to repair and reinstate the land under this provision.

4. The Grantee and its servants agents employees contractors and workmen shall have the right at any time and from time to time without being deemed to commit a trespass and without payment of compensation or damages to enter upon the land of the Grantor as hereinbefore set out or upon any other land owned connected or associated to the Grantor and which the Grantee has in the past customarily used for the purpose of access so that the Grantee may fully exercise the rights given to it under this easement and for the operation of the irrigation scheme including (but not exclusively) the maintaining repairing cleaning replacing or reconstructing the irrigation races and all other works owned by the Grantee and the gauging or otherwise determining the quantity of water in or delivered by the irrigation race or races or any pipe and for the viewing of the condition of such irrigation races.

5. The Grantor shall ensure that access by the Grantee to any such irrigation race owned by the Grantee and used in the operation of the irrigation scheme is not in any way restricted or imperilled and at all times is kept available to the Grantee and to its servants agents workmen contractors employees and all or any other person or persons acting for or on behalf of the Grantee AND in respect to any future development by the Grantor alongside any such irrigation races the Grantor will ensure that such development does not impede restrict limit or otherwise in any way inhibit or impair that access AND will ensure that no trees are permitted to grow or fences erected adjacent to or in the vicinity of such irrigation races so as to cause any blocking or interference with the same or any damage thereto or impede or prevent access thereto or cleaning thereof AND will at the Grantor's own cost in all things remove any tree or trees fence or fences that may be determined by the Grantee as causing or contributing to any such impedance or prevention of access or cleaning or blockage or interference or damage and will remedy or repair any such immediately and to the Grantee's satisfaction.

6. The Grantor will ensure that in any farming or other operation upon the land of the Grantor no damage is done to the irrigation races of the Grantee and that no interference is caused thereto or blockage impediment or limitation created in

X

respect thereof AND in the event that any such should happen or occur the Grantor will immediately and at the cost of the Grantor in all things repair and remedy such to the satisfaction of the Grantee and in the event that the Grantor should fail or omit to do so then the Grantee shall be entitled to do so and to charge the cost of the same to the Grantor and recover the same from the Grantor as liquidated damages.

7. The Grantor and the Grantee may by mutual consent vary these terms and conditions as applicable to the easement hereby granted.

8. All costs and expenses of and relating to the preparation and registration of this easement shall be paid by the Grantee provided however the Grantor shall meet the Grantor's own cost (if any) in having this document perused by the Grantor's own advisers.

9. In any case where the Grantee shall be involved in maintenance and renewal or replacement of any irrigation races as presently existing and in the course of such activities should wish to increase the size of or alter the nature of (as for example by piping a presently open race) any such irrigation race from that as existing at the time of the grant of this easement then the following provisions shall apply:

- (a) The Grantee shall first give written notice by registered mail to the Grantor at the Grantor's last known address contained in the Grantees records of the intention of the Grantee to do such work and detailing the nature of such work and such notice shall give the Grantor one month to lodge with the Grantee an objection in writing to such work being undertaken.
- (b) If no objection is received within the one month time limit the Grantee shall be entitled to proceed and do such work as detailed in the written notice sent to the Grantor and the Grantor shall be deemed to have consented to the same and the same shall for all purposes be deemed to be legally and properly done pursuant to this provision and to fall within the terms of the easement hereby granted.
- (c) The Grantor's grounds for objection are limited to the nature of the work causing more than a minimal loss of use or damage to the land.
- (d) Following the receipt by the Grantee of an objection from the Grantor a meeting (at a time and place nominated by the Grantee) shall be held between the Grantor and Grantee within two months of the objection being received in order to resolve the objection and to allow work to proceed. If the Grantor fails to attend such meeting then the Grantee can ignore the objection and proceed with the work detailed

in the notice previously given to the Grantor and the Grantor shall be deemed to have consented to the same and the same shall for all purposes be deemed to be legally and properly done pursuant to this provision and to fall within the terms of the easement hereby granted.

- (e) If the meeting does not resolve the objection to the satisfaction of both parties then the objection shall be referred to arbitration pursuant to the provisions of the Arbitration Act 1908 (as amended) and the decision of such arbitration shall be binding on both parties.
- (f) Where the need for such work shall arise due to sudden and unforeseen damage to the irrigation races the Grantee shall be entitled (with or without the consent of the Grantor) to proceed immediately to do such work and without the need to give the Grantor the prior written notice outlined above.
- (g) In carrying out any such work whether with or without the consent of the Grantor or otherwise the provisions of Clause 1 hereof shall apply in like manner.

10. The Grantee shall ensure that at all times the operation of the irrigation scheme and the cleaning maintenance repair and replacement thereof shall be done so as to cause as little interference as possible to the Grantor in the Grantor's use of the land and the Grantee shall make all effort as might be reasonable or practicable to minimise such interference and to reduce or minimise any nuisance caused by the existence or operation of the irrigation scheme on the land of the Grantor PROVIDED HOWEVER that this provision shall not require the Grantee to reduce or minimise any interference or nuisance below the level existing at the time of acquisition of the irrigation scheme by the Grantee from the Crown.

11. The Grantee shall be entitled following consultation with the Grantor and with the consent of the Grantor to undertake any major repair replacement or reconstruction works on the irrigation races and to upgrade or alter the alignment of the irrigation races so that following such work they would occupy a position on the land of the Grantor different from that which they occupied at the time of granting of this easement and in such case this easement shall be deemed to apply in all aspects to the irrigation races as they exist following completion of work by the Grantee.

12. In any case where the present area of land occupied by the Grantee forming the course of the irrigation races presently exceeds the total width authorised by this easement then such presently existing use by the Grantee shall be deemed to be within the terms granted by this easement and this easement shall apply in full to such area as if the maximum width authorised had

not been exceeded and as if the irrigation races and works were existing within the maximum total width authorised by this easement and in any case of repair reconstruction or re-alignment of any irrigation race where the completed works exceed the total maximum width authorised by this easement then this easement is to apply wholly thereto as if that total width was not exceeded.

SCHEDULE

Name of Grantors: PAMELA ALAYNE PRESTON now of Christchurch,
Widow, ROGER NORMAN MACASSEY of Dunedin,
Solicitor and TREVOR JOHN MASON of Dunedin,
Chartered Accountant

Legal Description:

Estate: Leasehold under Pastoral Lease No. 180
Area: 11275.0463 hectares
Section 9 and 63 Block VI TIGER HILL SURVEY DISTRICT^{D^t} Runs 565 and
565A, Tiger Hill, Cairnside, Cairnhill, Long Valley and Manor
Survey Districts
Certificate of Title: 386/91 (Otago Registry)

- SUBJECT TO:
1. Mining Licence 670023
 2. Pipeline Licence 692714
 3. Caveat 806857
 4. Mortgage 858944/6
 5. Land Improvement Agreement 872991

IN WITNESS WHEREOF these presents have been executed this 29th
day of June 1995

SIGNED by the abovenamed)
PAMELA ALAYNE PRESTON) P.A. Preston
as Grantor in the)
presence of:-)

Penelope A. Wade
Projects Manager
Trust Bank NZ

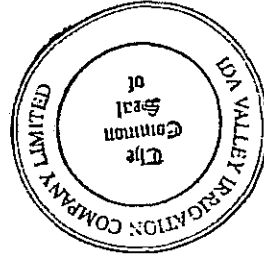
SIGNED by the abovenamed)
ROGER NORMAN MACASSEY) R.N. Macasey
as Grantor in the)
presence of:-)

Wm. Fitch
Solicitor
Dunedin

SIGNED by the abovenamed)
TREVOR JOHN MASON) T. Mason
as Grantor in the)
presence of:-)

A. Preston
Facuere
ALCANTOEA

SIGNED by IDA VALLEY)
IRRIGATION COMPANY LIMITED)
as Grantee by affixing)
its Common Seal in the)
presence of:-)



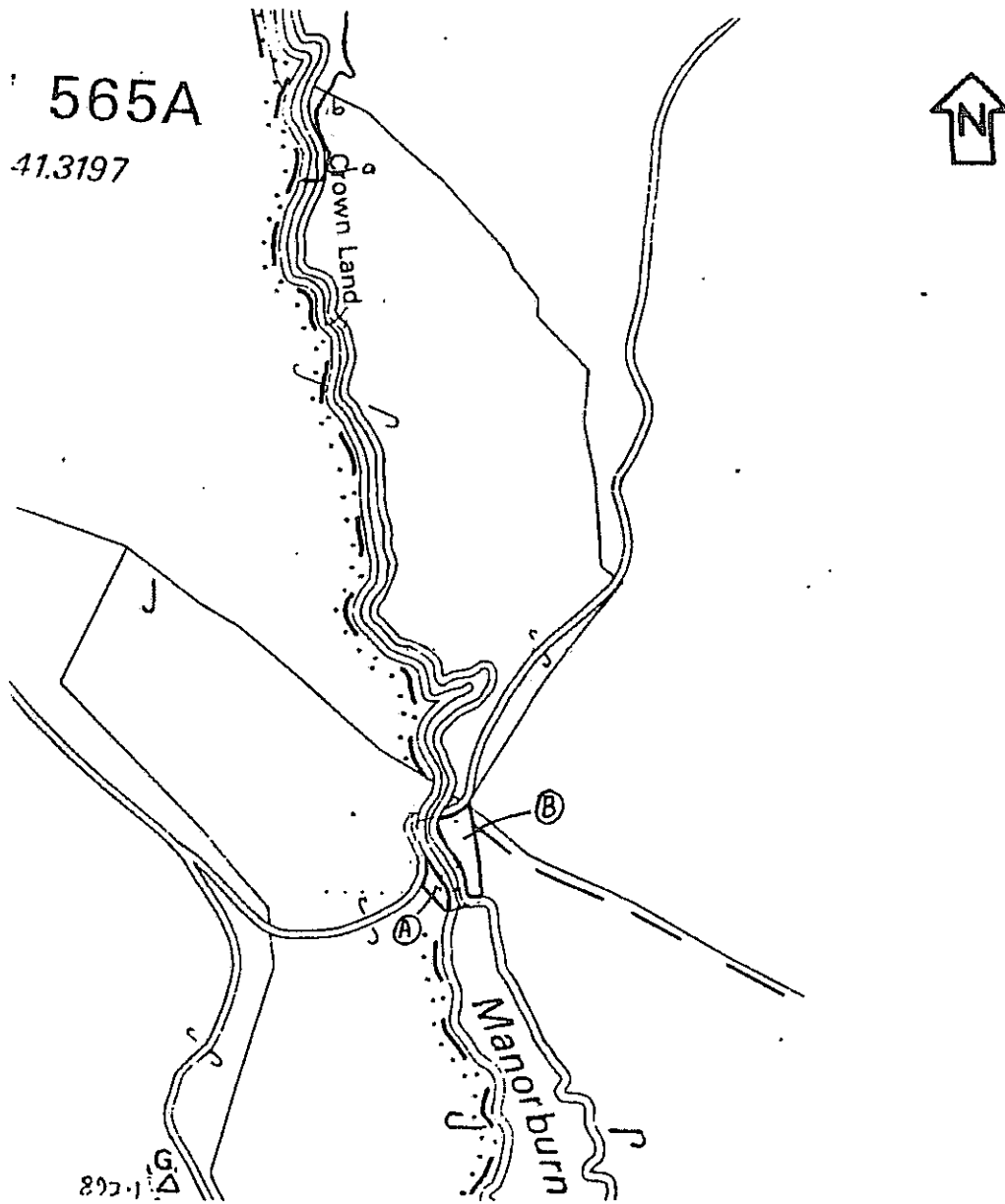
J. D. Valley Director

G. P. Newell Director

The Minister of Conservation being Caveator under Caveat Number 806857 hereby Consents to the registration of the within Transfer.

SCHEDULE OF EASEMENTS

Shown	Purpose	Servient Tenement	Grantee	C T	Owner	Plan No
--b	Right to Convey Water	Pt Run 565 & Run 565A Cairnside & Manor S.D.	Ida Valley Irr. Co. Ltd.	386/91	P.A. Preston R.N. Macassey T.J. Manson	79
(A) & (B)	Right of support Right of access	" "	" "	"	" "	



**DIAGRAM OF IRRIGATION RIGHT
 PREPARED PURSUANT TO THE
 IRRIGATION SCHEMES ACT 1990
 IDA VALLEY IRRIGATION CO. LTD.**

PREPARED BY **C. HUGHES & ASSOCIATES**
 SURVEYING CONSULTANTS
 CROMWELL

Scale 1:40000
 Date Aug 1992
 Job No 3564

MEMORANDUM OF TRANSFER
(EASEMENT IN GROSS)

: Correct for the purposes of the Land
Transfer Act 1952

[Handwritten Signature]
.....
Solicitor for the parties

PA PRESTON AND OTHERS.....Grantors

IDA VALLEY IRRIGATION.....Grantee
COMPANY LIMITED

=====

Particulars entered in the Register
as shown herein on the date and at
the time endorsed below.

.....
Assistant/District Land Registrar

of the District of.....
=====

PL HALL
SOLICITOR
ALEXANDRA

11.35 30 JUN 95 885685/2
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR
386191



FILE COPY



06/11 '01 TUE 11:28 FAX 64 3 4745108

LAND TITLES OFFICE

Toitu te
Land whenua
Information
New Zealand



Facsimile

To: David

Company: David Abercrombie

Fax No: 03 4719455

From: Joan Taylor

Date: 6.11.01

Page 1 of: 2

Our Ref: Your manual LOL request/s 24400

Your Ref: As above

Land Information NZ
John Wickliffe House
Princes Street
Private Bag 1929
Dunedin
New Zealand
Tel 03-477 0650
Fax 03-477 3547
HTTP://www.linz.govt.nz

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Subject: Manual request/s

Dear Client

Please find following copy/s of manual requests received at this office.

We have searched extensively for your request/s but it cannot be found - Sorry.

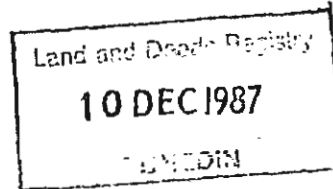
Tomy

CDE_S15 - Request Manual Copy		X	
Document Type	Instrument	Request Id	24400
Reference Number	885873 <i>HQ.</i>	User Id	dabercrombiedu
Land District	Otago	Request Date	05/11/2001 08:40:04
Method of Delivery	Fax	Client Reference	dabercrombiedu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments	Galloway		
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Primary Contact	Mr David Abercrombie		
Street	P O Box 5055		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees..	OK		Cancel

N\$ (871,875.3)

MINISTRY OF ENERGY
Telephone 4 733 805 Fax 4 739 930 Telex ENMIN NZ31488

Address Reply —
The Secretary
Ministry of Energy
Seabridge House
Private Bag
Wellington
New Zealand



9D/227

Our Ref. 1183-2
Your Ref.

REGISTERED

- 7 DEC 1987

District Land Registrar
Private Bag
DUNEDIN

PIPELINE LICENCE 32 1183-2
BY NINIAN LESLIE PETERSON

I enclose three copies of the above signed under delegated authority.

Would you please record the licence, number each copy, retain one copy and return two copies to this office in accordance with section 140(3) of the Mining Act 1971.

A handwritten signature in dark ink, appearing to read 'P. Bannister'.

Paul Bannister
for Secretary of Energy

Encl..

DUNEDIN
Land Registry Office

PIPELINE LICENCE 32 1183-2
Mining Act 1971
(Section 93)

LICENSEE: Ninian Leslie Peterson, 82 Coutts Road, Gore
(as holder of Mining Licence 32 1183 granted
on 16 December 1986 for a term of ten years).

FIRST SCHEDULE:

AREA DESCRIPTION 13.75 square metres approximately

OTAGO LAND DISTRICT - VINCENT COUNTY

All that parcel of land containing 13.75 square metres approximately, situated in Part Run 565 and Part Section 72 Block VI, Tigerhill Survey District, together with Legal Road, as shown in red on the plan attached.

TERM: Until the expiry of Mining Licence 32 1183, as determined by Section 95(1) of the Mining Act 1971 and commencing on the date hereof.

PURSUANT to the Mining Act 1971 the Minister of Energy hereby grants to the above-named licensee the exclusive right to enter and to construct and maintain a water pipeline to service mining operations under mining licence No. 32 1183, on the land described in the FIRST SCHEDULE hereto for the above mentioned term SUBJECT TO payment of rent at rate and times prescribed and to the terms, conditions, reservations, and provisions set out in the said Act and any regulations for the time being in force thereunder and to the additional terms, conditions, reservations, and provisions specified in the SECOND SCHEDULE hereto.

Dated at Wellington this 7th day of December 1987

William John Reilly, Assistant Director
Signed by Minerals and Coal Directorate, Ministry of Energy
under powers delegated under sections 9 and 10 of the Ministry of Energy Act 1977
and not revoked at the date of signing.



Licence No. 32 1183-2

SECOND SCHEDULE

(As per conditions attached)

CONDITIONS SET BY THE MINISTER OF ENERGY IN TERMS OF SECTION
104(5) OF THE MINING ACT 1971 FOR APPLICATION 32 1183-2
FOR A PIPELINE LICENCE BY NINIAN LESLIE PETERSON
(HEREINAFTER CALLED THE LICENSEE)

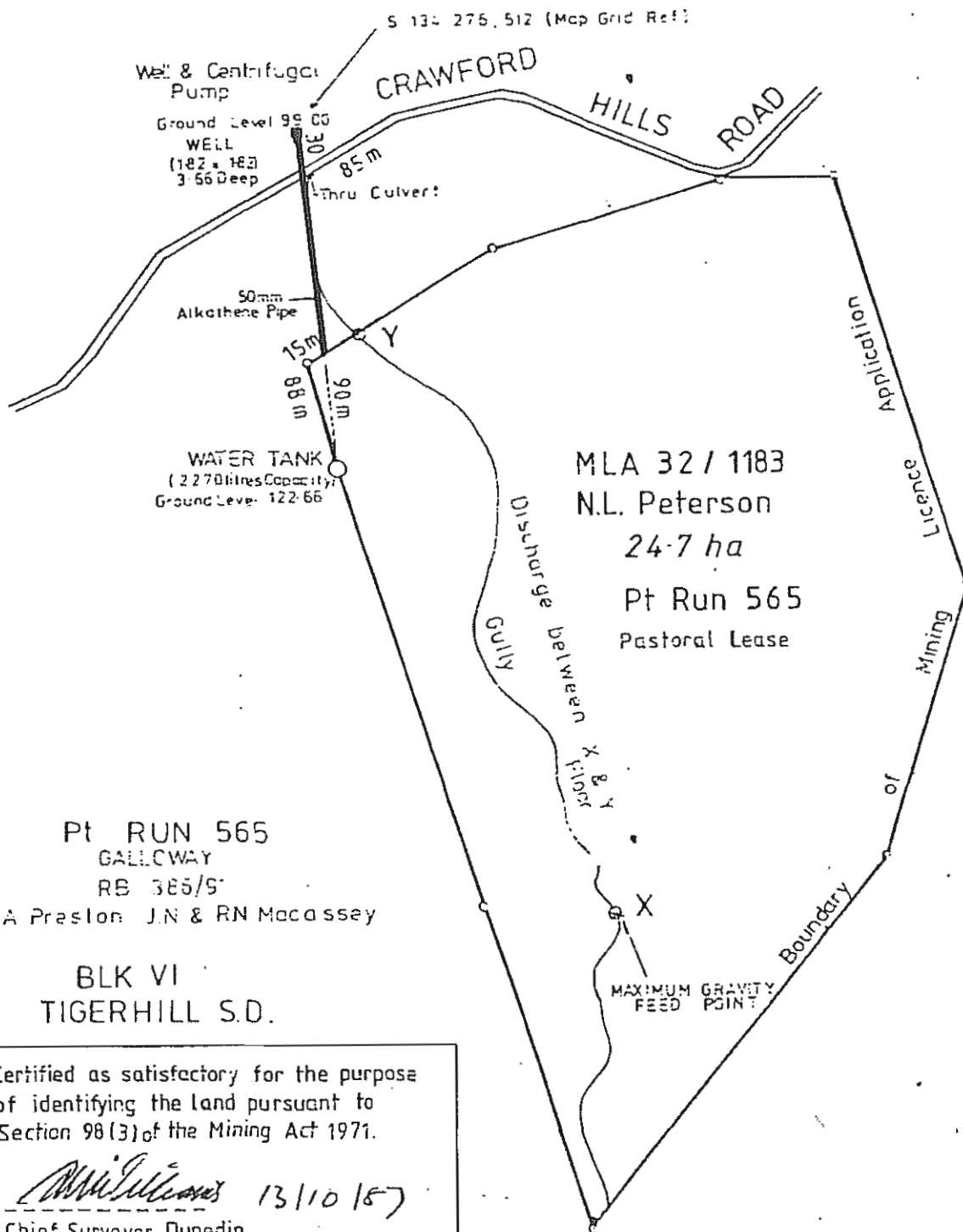
1 The licensee shall, and shall only, use this licence for the construction, installation and maintenance of a water pipeline to service operations on Mining Licence 32 1183.

2 The pipeline shall be jointed at both ends of the culvert to allow removal when not in use.

3 Where possible, the pipeline should be buried below ground level, and the disturbed ground levelled and revegetated to the satisfaction of the Inspector of Mines after consultation with the landowner/occupier.

4 On the expiry of the licence, the pipeline shall be removed by the licensee and the disturbed ground levelled and revegetated to the satisfaction of the Inspector of Mines after consultation with the landowner/occupier.

RB 315/160
 G.W. & L.J. McDonnell
 BLK VI
 TIGERHILL S.D.
 SEC 72



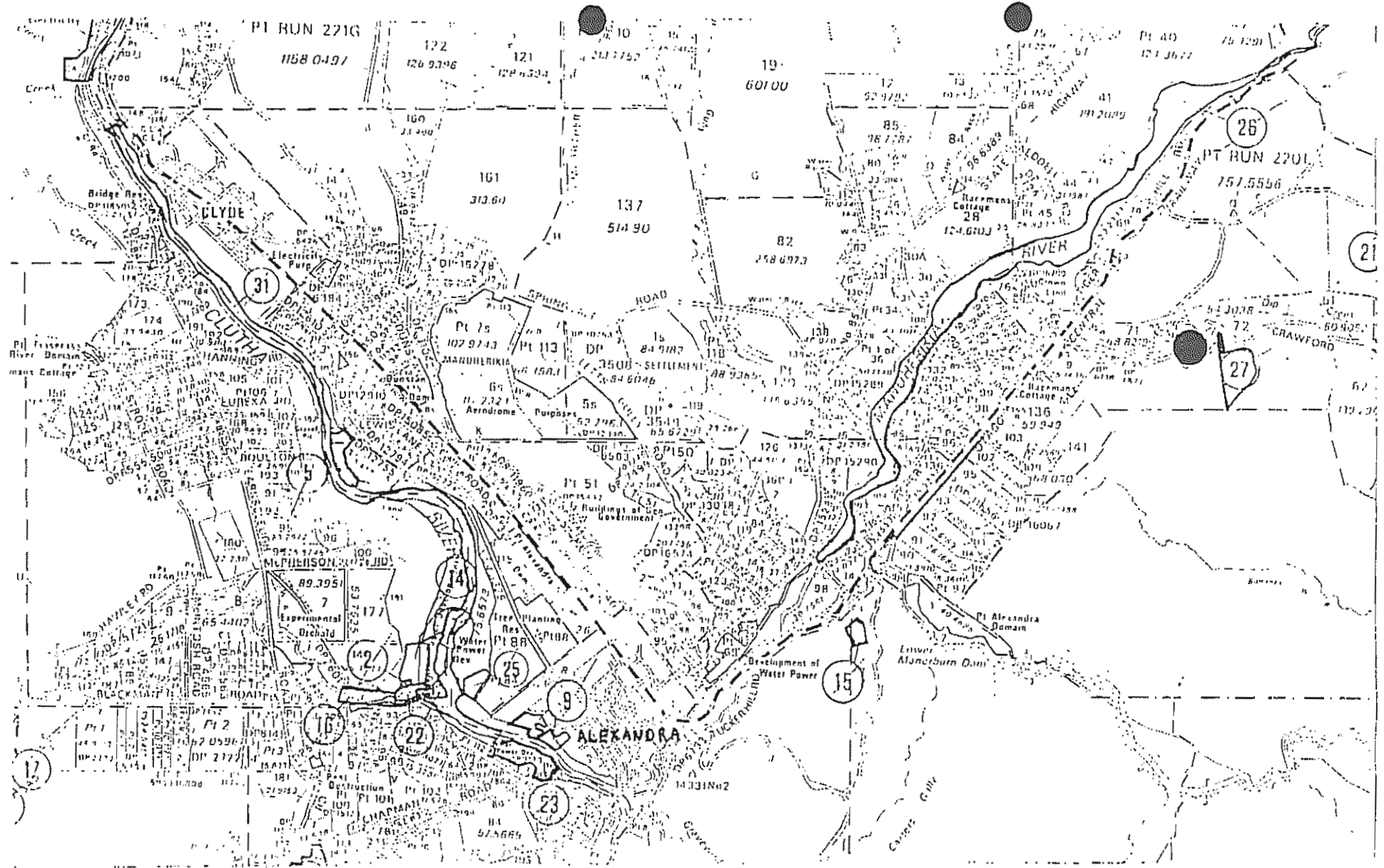
Certified as satisfactory for the purpose
 of identifying the land pursuant to
 Section 98(3) of the Mining Act 1971.

M. J. Williams 13/10/57
 Chief Surveyor Dunedin

DIAGRAM OF PROPOSED WATER SUPPLY
 FOR MINING PURPOSES

APPLICANT: N.L. PETERSON

DATUM ASSUMED
 SCALE 1:5000



LOCALITY MAP: PIPELINE LICENCE APPLICATION 321183-2
BY NINIAN LESLIE PETERSON
SCALE 1:70422

9D/227

The Mining Act 1971
(Section 93)
PIPELINE LICENCE 32 1183-2
Minister of Energy

TO

NINIAN LESLIE PETERSON

Area 13.75 square metres approximately

MEMORIALS

Particulars entered in the Register shown in the First Schedule herein on the date and at the time stamped below.

Received for Deposit

9.04 09 DEC 87 692714

PARTICULARS ENTERED IN REGISTER
LAND REGISTRAR
ASST. LAND REGISTRAR

118/780
12A/462/572

Registry Office Use Only

OTACUDDI
REGISTER
REGISTRAR



39106/1/80 Y6

DESCRIPTION:

Sectons 9, 1-3 BIR VI Tigerhill S.D. Puro 565 A situated in Cainside S.D. and in BIRs V, VI Manor S.D. and Pt. Buir 565 situated in Cainside S.D. BIRs VI, VIII & XVIII Tigerhill S.D. BIR VII, VIII Cainside S.D. BIRs VI, VII Manor S.D. and BIRs II, III, VII Long Valley S.D.
 S.O. PLAN: 574-77, 16522, 12923, 11501, 17308, 21109 AREA: Ha/m² ~~11225.3326~~ ha. 11225.3326 ha.

Gazette		S. Plan or File	Class.	Date of Disposal	Price/R.V.	Ann. Rent or Instalment	Term (Years from)	Tenure/Lease No.	SELECTOR
Year	Page								
			P.	1-7-157	-	\$450-00	33-17-57	P180	C.F. District No. 2 Farm Trust

FREEHOLD TITLE				RESERVATIONS							
	No.	Vol.	Folio	Gazette		PURPOSE	Vested		Control Vested		IN WHOM VESTED
				Year	Page		Year	Page	Year	Page	
C.O.P.	-	-									
Warrant	-	-									
C.C.L.'s Cert.											
Grant	-										

DESCRIPTION: Part of ... Cainside ... Tigerhill ... Manor ... Long Valley ...

Rm 565A - 1841-3197 hrs

Stock Limitation - 4000 sheep
plus 10%

Mas Details Menu

[Subdivisions](#)

[Sales](#)

[General Maintenance](#)

[Update Assessment](#)

[Property Groups](#)

[Separate Properties](#)

[SRA Values](#)

[View Action Records](#)

[View Change History](#)

[Objections](#)

[Consents](#)



[Reports](#)

[Public Roll Enquiry](#)

[District Valuation Roll Enquiry](#)

[Public Single Property](#)

[Sales History](#)

[Single Property Sales](#)

[History](#)

[Property Inspection](#)



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Master Details

Qpid: 1447933 **Val.Ref.:** 28462 / 24001

Situation:	0 GALLOWAY Road	Property Name:	
Territorial Authority:	69 Central Otago District	Category:	PGB Pastoral-Grazing-ave
Date Revised:	01/09/1998	Nature of Imp.:	2 DWG OI FG OBS
No. of Extensions:	0	Plan:	003
Objections:	No	Subdivisions:	No
		Consents:	

Valuations	Capital	Land	Improvements
Rating Valuation: (Worksheet)	610000	270000	340000
Special Rating Valuation:	0	0	
Special Rating Revision Valuation:			
Revision Valuation:			

Owner/Occupier Details

Type	Name	Address
Owner1	Land Information New Zealand	C/o Knight Frank (Nz) Ltd P O Box 27 Alexandra 9
Occupier	Pamela Alayne Preston	R D 3 Galloway Alexandra 9181
Occupier	Roger Norman MacAssey	

Complete Owner/Occupier Details.

Certificate of Titles: 11 / 386 / 91

Legal Descriptions: P 180 SECS 9 63 BLK VI TIGER HILL SD PT RUN 565 CAIRNHILL-TIGER HILL S 28471/134

Land Area: 2643.4314Ha

TORAS

Code:33100

Tenure	Ownership	Rateability	Apportionment
Clearly Leased	Crown-Ministries/Departments	Rateable	NOT APPLICABLE

Land Use Data

Zone:	1A	Use:	Store sheep
Units:	1	Sub:	0
Car Parks:	0	Maori Land:	
Age:			

Wall Cond.:		Roof Cond.:	
Wall Const.:		Roof Const.:	
Site:	640	Floor Area:	640
Land Area:	2643.4314Ha		

MAS Appraisal Data

CSI	Lot Position	Contour	Landscaping
View	View Scope	House Type	Modernisation
EYB	Main	Total	Fdn
	0	0	
			Deck
			LDY
			Ols
			Acc
			Drv
			UMR
			0

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- [SRA Values](#)
- [View Action Records](#)
- [View Change History](#)
- [Objections](#)
- [Consents](#)
-  [Reports](#)
- [Public Roll Enquiry](#)
- [District Valuation Roll Enquiry](#)
- [Public Single Property Sales History](#)
- [Single Property Sales History](#)
- [Property Inspection](#)
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-  [Relink](#)

Qpid: 1448349 **Val.Ref.:** 28471 / 13400

Situation: 0 CRAWFORD HILLS Road **Property Name:**
Territorial Authority: 69 Central Otago District **Category:** PGBX Pastoral-Gr
Date Revised: 01/09/1998 **Nature of Imp.:** OI BLDG FG
No. of Extensions: 0 **Plan:** 00B
Objections: No **Subdivisions:** No **Consents:**

Valuations	Capital	Land	Improvements
Rating Valuation: (Worksheet)	640000	525000	115000
Special Rating Valuation:	0	0	
Special Rating Revision Valuation:			
Revision Valuation:			

Owner/Occupier Details

Type	Name	Address
Owner1	Galloway Station Ltd	R D Galloway Alexandra 9181
Owner2	Land Information New Zealand	C/o Knight Frank (Nz) Ltd P O Box 27 Alexandra 9
Occupier	Pamela Alayne Preston	R D Galloway Alexandra 9181
Occupier	Roger Norman MacAssey	

Complete Owner/Occupier Details.

Certificate of Titles: 11 / 386 / 91
Legal Descriptions: P180 RUN 565A CAIRNSIDE-LONG VALLEY-MANOR & TIGER HILL SDS BAL
Land Area: 8631.6156Ha

TORAS

Code:33100
Tenure: Clearly Leased **Ownership:** Crown-Ministries/Departments **Rateability:** Rateable **Apportionment:** NOT APPLICABLE

Land Use Data

Zone: 1A **Use:** Store sheep
Units: 1 **Sub:** 0
Car Parks: 0 **Maori Land:**

Age:
Wall Cond.: **Roof Cond.:**
Wall Const.: **Roof Const.:**
Site: 40 **Floor Area:** 40
Land Area: 8631.6156Ha

MAS Appraisal Data

CSI	Lot Position		Contour				Landscaping			
	View Scope		House Type				Modernisation			
EYB	Main	Total	Fdn	Deck	LDY	Ols	Acc	Drv	UMR	
	0	0							0	

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Department of Conservation
Te Papa Atawhai

Our ref: P 180

6 September 2001

Abercrombie and Associates
Consultants
Box 5056
DUNEDIN

Dear Dave

TENURE REVIEW: GALLOWAY

I refer to your letter of 30 August 2001.

I enclose a plan showing a marginal strip within the boundaries of this lease. The strip identified in our land information system and attached plan as G42072, G42073, G43048 and G43049 was created under the Land Act 1948. The marginal strip G42126 was created under part IVA Conservation Act 1987. There are no concessions issued over any of this land.

Please also note the existence of an area of public conservation land on the south east boundary. Please advise if you require any further information regarding this land.

As the department has not always received advice from LINZ when marginal strips are created the department is not able with certainty to say whether there are any other marginal strips affecting this property.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Ken Stewart'.

Ken Stewart
Community Relations Supervisor
For Conservator

G42026









G42018

H42072

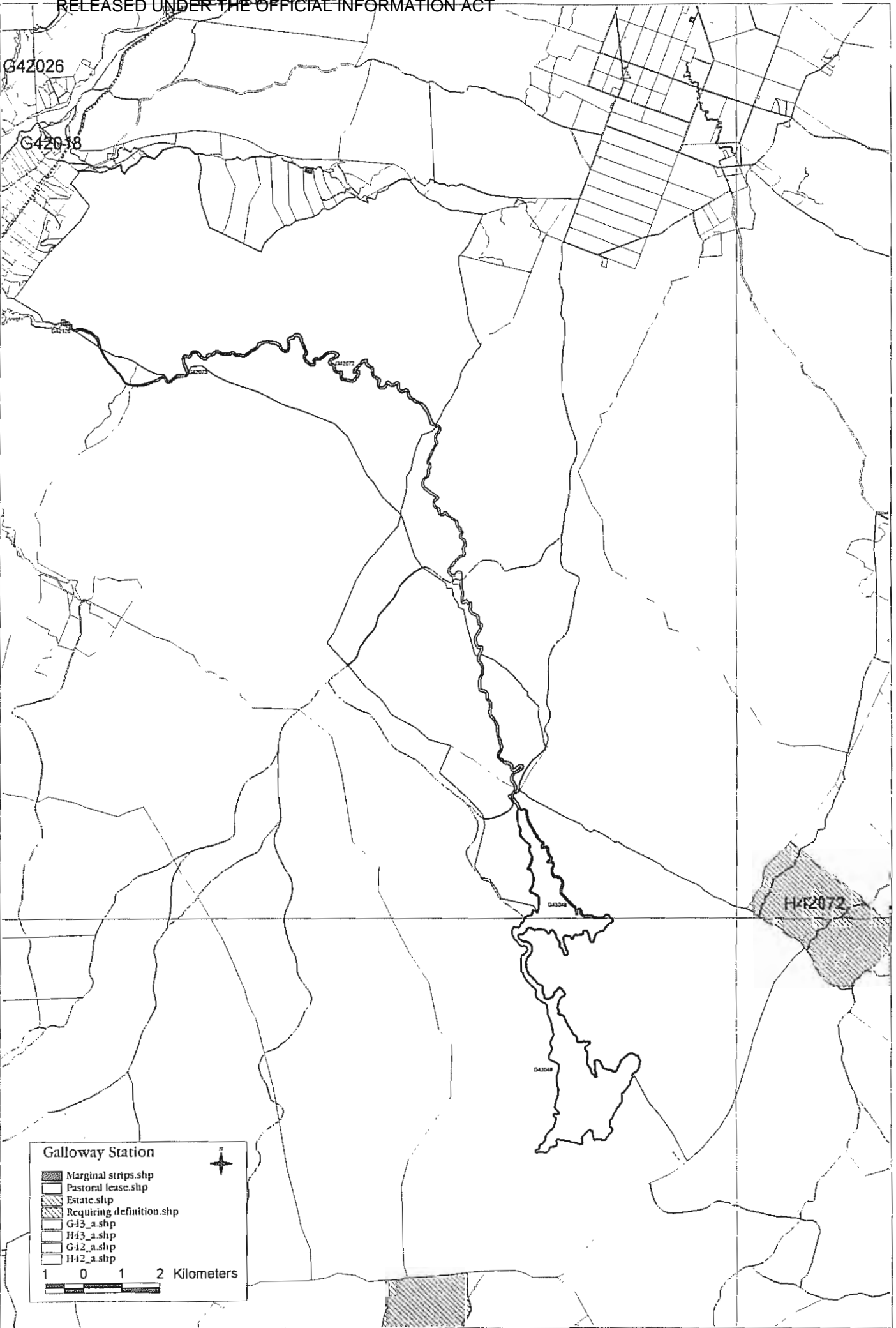

G4304

G4304

Galloway Station

-  Marginal strips.shp
-  Pastoral lease.shp
-  Estate.shp
-  Requiring definition.shp
-  G43_a.shp
-  H43_a.shp
-  G42_a.shp
-  H42_a.shp

1 0 1 2 Kilometers



Land Information Property System (LIPS)

File Edit Property Contract Performance Budget Maint E-Mails Admin Window Help

A D [Icons]

Interest - 12489 - GALLOWAY STATION

Interests (Leases, Easements etc)		Crown Forest Licences	
Identifier	12489/01	Rental	\$7,425.00
Other Party	KF PRESTON	Address	Galloway Station
Type / Purpose	Pastoral Lease		RD 3, Alexandria
Term	33 YEARS	Phone	
Commencement Date	01/07/1990	Fax	
Expiry Date	30/06/2023	Yes <input type="checkbox"/> Is the Interest current	
Contingent Events		Add a new Event e.g. Fee Review, Interest Renewal <input type="button" value="New Event"/>	
Conditions			
Notes	KF File Ref Po 100		

Save Close

The unique identification number. If no number is allocated use the property ID number eg. 13786/1

Start Land Information Pro... 09.43

L.S. 3/1

Copied for purposes of CPL
 tenure review due diligence from
 file: P180 Vol 01

*Lands in the Otago Land District for Sale or Lease to
 Discharged Soldiers.*

District Lands and Survey Office,
 Dunedin, 6th July, 1920.

NOTICE is hereby given that the undermentioned lands are open for sale or lease under the Discharged Soldiers Settlement Act, 1915, and the regulations thereunder; and applications will be received at the District Lands and Survey Office, Dunedin, up to 4 o'clock p.m. on Monday, the 23rd August, 1920.

The land may be purchased for cash or on deferred payments, or selected on lease for sixty-six years, with right of renewal for further successive terms of sixty-six years and a right to acquire the freehold.

Applicants must appear personally before the Land Board for examination at the District Lands and Survey Office, Dunedin, on Wednesday, the 25th August, 1920, at 10 o'clock a.m.

The ballot will be held at the conclusion of the examination of applicants.

SCHEDULE.

OTAGO LAND DISTRICT.—CROWN LAND.
 Vincent County.—Tiger Hill Survey District.

Section.	Block.	Area.	Capital Value.	Instalment on Deferred Payment (excluding Interest).	Half-yearly Rent on Lease.
FIRST-CLASS LAND.					
61	VI	150 2 0	155	£ s. d. 3 17 0	£ s. d. 3 2 0
4	XIX	180 3 27	230	5 15 0	4 12 0
5	"	157 3 0	240	6 0 0	4 16 0
6	"	88 3 35	130	3 5 0	2 12 0
7	"	73 0 2	85	2 2 0	1 14 0
8	"	68 0 26	70	1 15 0	1 8 0
SECOND-CLASS LAND.					
62	VI	344 0 31	175	4 7 6	3 10 0
1	XIX	142 0 0	75	1 17 6	1 10 0
2	"	307 1 9	190	4 15 0	3 16 0
3	"	328 2 21	250	0 5 0	5 0 0
9	"	73 1 9	50	1 5 0	1 0 0
10	"	196 2 0	100	2 10 0	2 0 0

Weighted with valuation for fencing as follows: Section 61, £3 10s.; Section 1, £5 5s.; Section 10, £10 8s.

GENERAL DESCRIPTION.

These sections are part of the original Galloway Station. They are situated from two to five miles from Galloway Railway siding on a well-formed road. There is a school and post-office on Galloway Flat. Each section contains a proportion of very fair land, and varying areas in each may be irrigated by water from the Bonanza Water-race, to which

LAND GAZETTE.

[No. 65

it is possible to supply water from the Manorburn - Ida Valley Irrigation Scheme.

Sale posters and full particulars may be obtained at this office.

ROBT. T. SADD,
 Commissioner of Crown Lands.

GAZETTE, 8 19 20, PAGE 2150

SALESMAN.

Facsimile



To: Barry Dench
Company: QV Valuations
Fax No: 366 7086
From: Grant Webley
Crown Property Management
Date: 1 October 2001
Page 1 of: 1
Our Ref: CON/50272/01/G-ZNO
Your Ref: _____

Christchurch Regional
Office
Torrens House
195 Hereford Street
Private Bag 4721
DX WP20033
Christchurch
New Zealand
Tel 64-3-379 9793
Fax 64-3-366 6422
DDI 64-3-364 5951
E-mail
GWebley@linz.govt.nz
Internet
<http://www.linz.govt.nz>

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**Subject: CONTRACT 50272- PRE TENURE
REVIEW ASSESSMENTS**

I refer to your letters dated 13 September 2001.

I approved under delegation the Project Plans, 1 of 5: Pre Tenure Review Assessment (CPL Standard 6) on 28 September 2001 for the following Pastoral Leases:

Po 180	(12489)	Galloway
Po 196	(12494)	Castle Dent
Po 204	(12501)	Twin Peaks
Po 213	(12507)	Cluden
Po 220	(1511)	Ahuriri Downs
Po 245	(12524)	Mt Bengier
Po 248	(12526)	Pisgah Downs
Po 252	(12529)	Robrosa
Po 260	(12536)	Longlands
Po 264	(12540)	Obelisk
Pt 042	(12689)	Grays Hills
Pt 047	(12693)	Ben McLeod
Pt 056	(12694)	Wairua Downs
Pt 070	(12697)	Rata Peaks
Pt 075	(12698)	Waitangi
Pt 082	(12702)	Hunter Hills
Pt 085	(12704)	Bauchops Hill
Pt 090	(12707)	Aires
Pc 131	(12781)	Bush Spurs
Pc 143	(12785)	Mt Potts

Grant Webley

A handwritten signature in black ink, appearing to be "G Webley", written over the typed name.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

*** TX REPORT ***

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RESULT OK

Grant Webley

- Pc 143 (12785) Mt Potts
- Pc 131 (12781) Bush Spurs
- Pt 090 (12707) Aires
- Pt 085 (12704) Bauchops Hill
- Pt 082 (12702) Hunter Hills
- Pt 075 (12698) Waitangi
- Pt 070 (12697) Rata Peaks
- Pt 056 (12694) Waitua Downs
- Pt 047 (12693) Ben McLeod
- Pt 042 (12689) Grays Hills
- Po 264 (12540) Obelisk
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- Po 252 (12529) Robrosa
- Po 248 (12526) Pisgah Downs
- Po 245 (12524) Mt Berger
- Po 220 (1511) Ahuriri Downs
- Po 213 (12507) Cluden
- Po 204 (12501) Twin Peaks
- Po 196 (12494) Castle Dent
- Po 180 (12489) Galloway

I approved under delegation the Project Plans, 1 of 5: Pte Tenure Review Assessment (CPL Standard 6) on 28 September 2001 for the following Pastoral Leases:

I refer to your letters dated 13 September 2001.

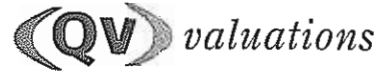
Subject: CONTRACT 50272-PRE TENURE REVIEW ASSESSMENTS

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New Zealand
Tel 64-3-379 9793
Fax 64-3-366 6422
DDI 64-3-364 5951
E-mail
GWebley@linz.govt.nz
Internet
<http://www.linz.govt.nz>

Our Ref: CON/50272/01/G-ZNO
Your Ref:

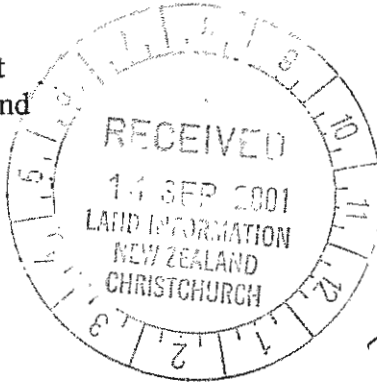
12489



CON/50272/09/12489/A-ZNO

13 September 2001

The Contract Administrator
Crown Property Management
Land Information New Zealand
Private Bag 4721
CHRISTCHURCH



Attention: M Mackenzie

7762

Dear Sir

Case TR 02/63

PRE TENURE REVIEW PROJECT PLAN: GALLOWAY

Enclosed please find brief submission and project plan for Standard 6 Pre Tenure Review for contract 50272.

12489

Yours faithfully
Q V Valuations

Barry Dench
Team Leader for Tenure Review

PROJECT PLAN I OF 5

CPL PRE TENURE REVIEW STANDARD 6


File Ref: CON/50272/09/12489/A-ZNO **Report No:** QVV 238 **Report Date:** 13/9/01

Office of Agent: Christchurch **LINZ Case No:** ^{TR}02/63 **Date sent to LINZ:** 14/9/01

Recommendation:

That the Commissioner of Crown Lands or his delegate approves the Project Plan for Galloway Tenure Review.

Signed
Q V Valuations



Barry Dench
Team Leader for Tenure Review

**PROJECT PLAN 1 of 5
PRE REVIEW
Po 180, Galloway Pastoral Lease**

This is the first project plan for Galloway Pastoral Lease.

On completion the pre tenure review assessment and implementing the steps set out in this project plan, four more project plans will be required:

- One for commencing tenure review for the lease
- One for the preparation of a draft preliminary proposal;
- One for the preparation of a substantive proposal;
- One for the implementation of the substantive proposal (if accepted).

Introduction and purpose

1. This project plan sets out time frames, responsibilities and steps to be taken in completing a pre-tenure review assessment.

Who will implement plan

2. Steps in this project plan will be carried out by a number of parties including the Commissioner, Land Information New Zealand officials, and Agents.

In carrying out this plan, the responsible parties will conform to the Pre-Tenure Review Assessment Standard.

Project outcome

3. On completion of this project, the Commissioner will have sufficient information relating to Galloway Pastoral Lease to consider further action.

Appendix

4. The Steps to be carried out for this project are set in the attached Appendix. Time Frames are stated, and the party responsible for each step is identified.

Sign off for milestones

5. The following milestones in the project plan require sign off:
 - Approval of the Project Plan by the Commissioner
 - Completion of the due diligence report by the Agent
 - Completion of the land status check by the Agent
 - Completion of a scoping report by the Agent
 - Completion of all steps in the Project

This project plan is approved and is to be undertaken according to the accompanying Appendix.


GRANT KASPER WEBLEY
Commissioner of Crown Lands

28/9/01

PRE TENURE REVIEW PROJECT PLAN

File: Po 180
 Lease Name: Galloway
 Lips ID: 12489

PHASE	OUTCOME	ACTIVITES	STD	BY WHOM	COMPLETION	COMPLETED		
					TARGET	Date	Folio	Verified
1. Project Planning	Project plan approved By Commissioner	1.1 CCL instructs Agent to prepare a project plan	5.2.1	CCL				
		1.2 Plan is drafted	5.2.1	Agent	30-Aug-01			
		1.3 Agent consults with any other agents undertaking activities in the draft plan	5.2.2	Agent	3-Aug-01			
		1.4 Plan forwarded to CCL	5.2.1	Agent	14-Sep-01			
		1.5 Plan approved by Commissioner	5.3	CCL	21-Sep-01			
2. Due Diligence Report	A due diligence report is submitted to the Commissioner in accordance with	2.1 Search of Crown files held by agent to identify uncompleted action and contingent liabilities	6.4	Agent	14-Oct-01			
		2.2 Search of other records identified by CCL to identify uncompleted actions and contingent liabilities	6.4	Agent	19-Oct-01			
		2.3 Agent seeks CCL consent to a property inspection if this is considered necessary	6.3.3	Agent	NA			
		2.4 CCL instructs Agent regards property inspection	6.3.3	CCL	NA			
		2.5 Property inspection undertaken in accordance with CCL instructions	6.3.3	Agent	NA			
		2.6 Report in accordance with standard	6.4	Agent	19-Dec-01			
3. Land Status Report	A status check is completed in compliance with LINZ standard	3.1 Instruction from LINZ accompanied by file information related to land status	7.2	CCL	23-Aug-01			
		3.2 Search of Crown survey and other records to verify status	7.3	Agent	7-Oct-01			
		3.3 Report to Agent on Land Status		Agent	5-Dec-01			
4. Scoping Report	Potential Crown interests in undertaking a review and time and financial commitments relative to the individual review are identified in accordance with the relevant standard	4.1 Identify land that may be included in a review	8.1	CCL	22-Dec-01			
		4.2 Review of known information relating to significant inherent values	8.4.2	Agent	22-Dec-01			
		4.3 Describe possible land tenure outcome incorporating all known elements of the area of land	8.4.3	Agent	21-Jan-02			
		4.4 Report in accordance with standard	8.2	Agent	5-Feb-02			

PRE TENURE REVIEW PROJECT PLAN

File: Po 180
 Lease Name: Galloway
 Lips ID: 12489

PHASE	OUTCOME	ACTIVITES	STD	BY WHOM	COMPLETION	COMPLETED		
					TARGET	Date	Folio	Verified
5. Sign Off	The pre-tenure review project plan has been completed and the requisite information has been obtained or provided for the Commissioner to make the decisions required in Sections 21 to 32 of the Act.	5.1 The Agent reports to the CCL that the actions required in this project are completed and forwards the project plan and report for sign off by the CCL	5.5	Agent	12-Feb-02			
		5.2 Receives report from Agent	5.5	CCL	15-Feb-02			
		5.3 Approves report or	6.6	CCL	22-Feb-02			
		Request further information or action	6.6	CCL				
		5.4 Approve report for future reference in making decisions required by sections 21 to 32 of the CLP Act and advise Agent of date of receipt of report and approval	5.5	CCL				
		5.5 CCL to instruct Agent to commence drafting project plan for commencement of tenure review	5.1	CCL	1-Mar-02			
		5.6 Agent updates file copy of project plan	5.5	Agent	12-Feb-02			