

Crown Pastoral Land Tenure Review

Lease name : Geordie Hills

Lease number : PO 053

Due diligence report (including status report)

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

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

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

Copied October 2002

**DUE DILIGENCE REPORT
TO THE COMMISSIONER OF CROWN LANDS**

AGENT'S REF: Po053 **LINZ REF:** **CASE NO:**

LEASE NAME: Geordie Hills

LESSEE: Mathew Robert McCaughan

LOCATION: Tarras

DATE OF THIS REPORT:

11 January 2000

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

LEASE DETAILS:

Land Tenure: Pastoral Lease.

Legal Description: Part Run 675 Cluden and Lindis Survey District. Certificate of Lease 338/71 (*Otago Registry*).

Area: 2096.9578 hectares

Term: 33 years from 1 July 1987

Expiry Date: 30 June 2020

Date of Next Review: 30 June 2009

Rental Value: ~~\$240,000~~ 290 000

Annual Rent: \$6,525

LAND STATUS REPORT SUMMARY:

Land Status Report prepared by the approved agent is attached.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT**SUMMARY OF FEATURES FROM TOPOGRAPHICAL AND CADASTRAL DATA:*****Boundaries:***

- (1) The northern boundary fence with Po359 Morven Hills appears to be on the legal line.
- (2) The eastern legal boundary with Po192 Shirlmar is also on the legal line.
- (3) The southern boundary fence with Po193 Merivale follows the legal line except at the corner where the lease is at its highest point (896 metres). The legal line here seems impractical to fence.
- (4) The western legal boundary is the State Highway 8 legal road beside the Lindis River for the most part. At the northern end, the paddocks on the western side of State Highway 8 are bounded by another legal road which travels adjacent to the Lindis River in lieu of a marginal strip.

Freehold Block:

A 1.8919 ha freehold block of lands stands within the lease. It has its own access off Goodger Road. This House Block was originally surrendered from the lease for use by the local Pest Destruction Board and was made available for purchase back to the lessees as a freehold title.

Legal Roads:

The Goodger Road (*access for both Geordie Hills and Po192 Shirlmar*) is on the legal line. A short unformed legal road travels north off Goodger Road and terminates at the Po359 Morven Hills boundary.

Marginal Strips:

It appears that there are no existing strips within or adjacent to the pastoral lease. Survey has indicated that the whole of the Short and Long Spur Creeks would qualify, no further action has been taken.

Historic Sites:

Three historic sites are/were located on the property, only an area of sluicing beside the Lindis River is evident. Recorded sites being a house and Chinese graves are no longer identifiable.

Communication Sites:

There are no apparent sites on the lease that would be suited for communications.

SUMMARY OF LEASE DOCUMENT:

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Refer to also to the status report.

Lease Renewal:

Memorandum 827090 renewing the lease for a term of 33 years commencing 1 July 1987, annual rental \$3,600 based on a rental value of \$240,000 (*registered 24 April 1991*).

Run Plan and Rabbit and Land Management Plan:

Memorandum 689041 Land Improvement Agreement (*Soil Conservation and Rivers Control Act 1941*) registered 16 October 1987.

Memorandum 820570 Land Improvement Agreement (*Soil Conservation and Rivers Control Act 1941*) to secure the provisions of the Rabbit and Land Management Agreement (*registered 16 December 1992*).

Other Area Adjustments:

Memorandum X16642 surrender of 82 acres, 2 roods, (*Thompson's Block across the river*), now to be known as Section 3 Block XIII (*registered 6 April 1955*).

Memorandum X18395 surrender of 4 acres, 2 roods, 28 perches (*Pest Board House site*), now to be known as Section 4 Block XIII (*registered 28 January 1957*).

Other Memorandums:

Memorandum 928124 Certificate pursuant to Section 417 (2) of the RMA 1991 for the construction and maintenance of a water race (*registered 16 April 1997*).

DETAILS OF ANY NEIGHBOURING CROWN OR CONSERVATION LAND:

Two small areas of Crown land are located between State Highway 8 and the Lindis River outside the lease.

FILE SEARCH:

A file search of three LINZ files was carried out. There was some correspondence over recent roading actions and process regarding the State Highway 8 alteration. It is still not possible to determine what stage the road actions reached. Survey showed that the entire courses (*within the lease*) of both Short Spur and Longspur Creeks qualify for marginal strip status. There is no information to show any further action regarding the laying off of new marginal strips.

A file search of all three Geordie Hill files held by Knight Frank on behalf of the Commissioner has been carried out. The search date of Po053 Geordie Hill files began from Folio 0 dated 1 March 1937 to 8 June 1999 ending with Folio 994. Refer appendices for more details.

The file information supports the title area on issue which is net of the Timburn Road taking. The surrender of 85 acres, 2 roods to Section 3 from the title is recorded (*note that 10 acres, 2 roods was also taken from River Reserve which is why the area of Section 3 does not correspond*).

The history of the Rabbit Board house site is unusual, Section 4 being 4 acres, 2 roods and 28 perches was surrendered out of the pastoral lease in 1957. In 1987 when the site was surplus the land was supposed to be incorporated back into the lease. This did not happen and the section subsequently became a freehold title and purchased by the McCaughans.

The road taking issue has not been resolved, this is further complicated if the route taken by the new fibre optic cable on State Highway 8 is still within lease as it appears to be.

SUMMARY OF GOVERNMENT PROGRAMMES APPROVED FOR THE LEASE:

- (1) Two Catchment Board run plans have been completed on this lease, one in 1975 and the second in 1986.
- (2) A Rabbit and Land Management Programme was prepared in January 1992.

We cannot see any issues arising from Run Plan programmes that may effect title.

UNCOMPLETED ACTIONS AND POTENTIAL LIABILITIES TO THE CROWN:

Road Taking:

In 1980 State Highway 8 was realigned, survey was completed in 1983 and no further action was taken to incorporate 1.8531 ha into the lease. Under contract by Terralink and Transit, Opus have recently been trying to complete this action which has been stalled over a dispute with the lessee (*see Attachment 3 for details*).

Fibre Optic Cable:


The new Cromwell - Omarama fibre optic cable was installed in 1998 along State Highway 8 at Geordie Hills. As the roading issue has not been regularised, it is possible that section(s) of the cable are still within the lease along with State Highway 8. We are not certain about this.

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Signed for Knight Frank (NZ) Limited:



Consultant 14/11/00



Manager 14/11/00

Approved/Declined

Commissioner of Crown Lands / /

ATTACHMENTS:

- (1) Lease of document 338/71.
- (2) List of information sources considered.
- (3) Land Status Check provided by agent.
- (4) Summary of uncompleted road taking actions.

Previous: Removal of (or in exchange for) Lease registered in Vol. 259 fol. 212

4.11.99

MAINE & CO. LTD.
Name:
Firm:
16 SEP 1954

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

REGISTER

Entered in the Register-book, Vol. 259 fol. 212

OTAGO LAND DISTRICT



14 day of September 1954 at 2.3 o'clock
W.D. [Signature]
Dist. Land Registrar

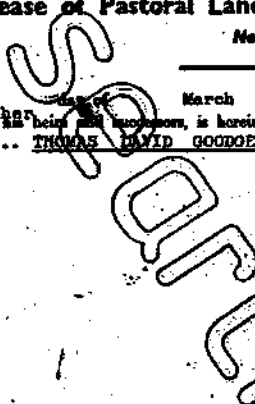
338/71

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P. 53

This Deed, made the first day of March, one thousand nine hundred and fifty-four between HIS MAJESTY THE KING (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessor"), of the one part, and THOMAS DAVID GOODGER, of LINDIS PASS FARMER, (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee ALL those pieces or parcels of land containing by admeasurement 5271 acres 3 roods and 19.3 perches, a little more or less, situated in the Land District of Otago and being

71 Rm 135
1000 Sec 3 212 20 x 146 1/2



Lot 675, Lindis and Gluden 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 unto the said Lessee intended to be hereby demise unto the Lessee for the term of thirty-three years, commencing on the first day of July, one thousand nine hundred and fifty-four, together with the period between the date of this lease and the aforesaid first day of July, 1954.

See Diagram on Separate Sheet

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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 One hundred and forty-five pounds (£145:-) 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 and pence (£) on the 1st day of January and the 1st day of July in each year in the same manner as aforesaid.

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

- 1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land lease fee for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all useless weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1928-1950.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin and will comply with the provisions of the Rabbit Nuisance Act, 1948.
7. THAT the Lessee will clean and clear from woods and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time obstruct the public channel of the Commissioner after the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, sell, cut, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary when 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, 1928, 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 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building or dwellinghouse: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
(c) THAT upon the expiration or effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

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- (4) THAT the Lessee shall have no right of acquiring the fee simple of the said land.
- (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:
 - (a) Cultivate any portion of the said land for the purpose of growing winter food for the stock depastured thereon;
 - (b) Crop such area of the said land as is sufficient for the use of himself and family and his employes;
 - (c) Plough and sow in grass any portion of the said land;
 - (d) Clear any portion of the said land by felling and burning back or scrub and sow the land so cleared in grass;
 - (e) Sowing sow in grass any portion of the said land.
 Provided that the Lessee shall, on the termination of the lease, have 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.
- (6) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of sheep to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed **2475** as a basis of a count of one for a dry sheep and of one and a half for breeding ewes. **See below**
- (7) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board, the Commissioner, at the time 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 144 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
- (8) THAT three covenants are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE
IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

NIL

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

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

Witness: W. Kempell
 Occupation: Clerk, Public Service Department
 Address: Dunedin

A. C. Haase
 Commissioner of Crown Lands.

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

Witness: F. J. Scott
 Occupation: Particularist
 Address: Texas

Thomas D. Gooden
 Lessee.

(c) 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 2475 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafore 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.

A. C. Haase
 Commissioner of Crown Lands.

Thomas D. Gooden
 Lessee.

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338/71

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Run 680

Run 678

Run 677

LINDIS S.D.

Run 675

EQUIVALENT METRIC
AREA IS 2,096.9578 ha

5271-3-19-3
85-2-00-4662
5186-1-19-3 Q
5181 2 31-8-96

Run 676

CLUDEN S.D.

Lindis River

Run 675 Lindis & Cluden Survey Districts

Scale: 40 chains to an inch

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1. From 100194 Thomas David Goodger to (Mrs) J.P. ...
at 3

45463 Transfer of his 1/4 share Keith Travers, Goodger to Brian Alexander McCaughan of Tarras Farmer and Transfer of a 7/20 share Thomas David Goodger to the said Brian Alexander McCaughan 5/20 share and to Sheila Ellen McCaughan of Tarras wife of Brian Alexander McCaughan (2/20 share) as tenants in common in the said shares - 21.12.1973 at 11:42 am

X. 16642 Surrender as to part (P.C. 210) produced 8 (April 1955 at 1.45 p.m. (with copy of mortgage in mortgage 20 100194)

Postal cheque 22/100 issued for bank ...
and drawn 2 9/100 ...

44896 Grant of a Prospecting Licence in favour of Bronze Boulder Company Limited affecting part of Runs 678 and 685 herein for a term of 2 years commencing on 23 January 1974 - 2.1974 at 3.00 pm

Discharge of Mortgage 100194 as to part (4.2.28p) produced 28th January 1957 at 10.15 a.m.

X18395 Surrender as to part (4.2.28p) produced 28th January 1957 at 10.15 a.m.

Prospecting Licence under the Mining Act 1971 affecting part of the adjoining land in favour of Bronze Boulder Company Limited for a term of three years commencing on 23rd May 1975 produced 27.5.1975 at 2.24 pm See Vol: 5D Fol: 23

X 18105 Part of within land is now known as Section 6 Block 101. Indis. SD entered 12 April 1957 at 10.40 am. Vol. 7145

Variation of Mortgage 100194 produced 13th March 1959 at 11.30 a.m.

236439 Transfer of a 1/4 share Thomas Goodger to Keith Travers Goodger of Lindis Pass, Shepherds produced 25.1.1961 at 11.52 a.m.

236440 Mortgage of his 1/4 share Keith Travers Goodger produced 3.8.1961 at 11.54 a.m.

Variation of Mortgage 236440. Produced 26.1.1962 at 11.12 a.m.

Variation of Mortgage 236440 - 27.2.1963 at 11.46 a.m.

Variation of Mortgage 100194 - 11.2.1964 at 10.7 AM.

Variation of Mortgage 100194 - 18/2/1964 at 2.25 p.m.

Variation of Mortgage 100194 - 6.1.1967 at 11.15 a.m.

Variation of Mortgage 100194 - 12.2.1970 at 11.15 a.m.

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.

379674 Mortgage to The State Advances Corporation of New Zealand - 10.12.1971 at 10.58 am

487656/1 Transfer of Thomas David Goodger 1/10 share to Brian Alexander McCaughan of Tarras Farmer as to a 1/10 share and Sheila Ellen McCaughan his wife as to a 3/10 share - 10.11.1977 at 11.39 am

487656/2 Variation of Mortgage 100194 - 10.11.1977 at 11.39 am

487656/3 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 10.11.1977 at 11.10 am

487656/4 Mortgage to Thomas David Goodger - 10.11.1977 at 11.10 am

4.11.99

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487657 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 10.11.1977 at 11.40 am

DISCHARGED
Jumarett

A.L.R.

487888 - Mortgage to The Rural Banking And Finance Corporation of New Zealand - 11.1977 at 1.52 pm

DISCHARGED
Jumarett

A.L.R.

493976 Agreement pursuant to Section 30 of the Soil Conservation and Rivers Control Act 1941 - 3.4.1978 at 2.11 pm

DISCHARGED
Jumarett

A.L.R.

496614 Certificate vesting Mortgage 379674 in the Rural Banking and Finance Corporation of New Zealand - 22.5.1978 at 11.6 am

Jumarett

A.L.R.

524168 Variation of Mortgage 100194 - 8.10.1979 at 1.49 pm

DISCHARGED
Jumarett

A.L.R.

527799 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 13.12.1979 at 11.47 am

DISCHARGED
Jumarett

A.L.R.

552133 Prospecting licence affecting part of the within land in favour of Bronze Boulder Mining and Development Company Limited for a term of two years commencing on 1st April 1981 - 6.4.1981 at 1.55 pm
See Volume 5D Folio 186

Jumarett

A.L.R.

557951 Variation of Mortgage 527799 - 16.7.1981 at 2.2 pm

Jumarett

A.L.R.

576277 Variation of Mortgage 379674 - 26.5.1982 at 1.51 pm

Jumarett

A.L.R.

587585 Variation of Mortgage 100194 - 13.12.1982 at 11.17 am

Jumarett

A.L.R.

614673/1 Transmission of Mortgage 487656/4 to John Anthony Dowling and Kevin John Thompson as executors entered 15.5.1984 at 10.48am

Jumarett

A.L.R.

614673/4 Variation of Mortgage 100194 - 15.5.1984 at 10.48am

Jumarett

A.L.R.

687480 Variation of Mortgage 100194 - 24.9.1987 at 10.30am

Jumarett

A.L.R.

689250 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 6.10.1987 at 2.10pm

Rejected

DISCHARGED
ALR

A.L.R.

689041 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 16.10.1987 at 10.01am

Jumarett

A.L.R.

749947/3 Mortgage to Wrightson Farmers Finance Limited - 14.3.1981 at 9.53am

DISCHARGED
Jumarett

Jumarett

A.L.R.

74703/6 Mortgage to The Rural Bank Limited - 11.3.1991 at 9.13am

DISCHARGED
Jumarett

A.L.R.

774703/7 Memorandum of Priority ranking Mortgage 774703/6 as a first mortgage and Mortgage 749947/3 as a second mortgage - 11.3.1991 at 9.13am

Jumarett

A.L.R.

785035 Prospecting licence under the Mining Act 1971 affecting part of the within land in favour of Aurum Reef Resources (NZ) Limited for a term of 3 years from the 1st day of August 1991 - 6.8.1991 at 9.45am
See Volume 9D Folio 390

Jumarett

A.L.R.

820570 Land Improvement Agreement pursuant to Section 30 of the Soil Conservation & Rivers Control Act 1941 - 16.12.1992 at 12.10pm

Jumarett

A.L.R.

VER

C.T. 38/71

4.11.99

827090 Memorandum renewing the term of the
within lease for a further period of 33
years commencing on 1.7.1987 and fixing
(for the first 11 years) the annual rent
at \$3,600.00 calculated on a rental value
of \$240,000.00 - 5.4.1993 at 9.20 am

[Handwritten signature]
A.L.R.
COPY

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895041 Exploration Permit under
Section 81 Crown Minerals Act 1991
over part of ~~the~~ within land in favour
of Aurum Reef Resources (NZ) Limited
for a term of 3 years commencing on
23.11.1994 at 9.01am
See Volume 9D Folio 529

Pellwood.
A.L.R.

~~928123.2 Transfer to Alexander Keith
Jocelyn of Cromwell Company
Representative and Recovery Inc
Jocelyn of Cromwell Nurse - 16.4.1997
at 9.02am~~

928124 Certificate pursuant to
Section 417 (2) of the Resource
Management Act 1991 - 16.4.1997 at
9.02am

[Handwritten signature]
A.L.R.

COPY

941279.3 Transfer to Matthew Robert
McCaughan

941279.4 Mortgage to Wrightson
Farmers Finance Limited

941279.5 Mortgage to Brian
Alexander McCaughan and Sheila
Ellen McCaughan in shares

all 17.12.1997 at 9.04

M. Hanney
for DLR

ATTACHMENT 2:

List of information sources considered:

- (1) Topographical Map NZMS 260 G40.
- (2) Certificate of Lease 338/71.
- (3) Terraview Cadastral map.
- (4) Rabbit and Land Management Plan No 40.
- (5) Files:

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Files held by Knight Frank:

Volume I Po053 Geordie Hill

Opened 13 March 1937 folio 0, closed 17 January 1962 folio 209.

Volume II Po053 Geordie Hill

Opened 14 February 1962 folio 210, closed 8 October 1981 folio 867.

Volume III Po053 Geordie Hill

Opened 14 October 1992 folio 868, to 8 June 1999 folio 994.

Files held by LINZ:

CPL/04/11/12443 ZCH

Opened 1 March 1997 folio 1, closed 10 March 1999 folio 10.

7900/04/P53 1 DDN

Opened 1 January 1990, closed 19 March 1997, one folio only.

5200/D14/G03

Opened 29 June 1992 folio 1 to folio 5.

**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

Project number 6NLI11.01/016YD

RELEASED UNDER THE
OFFICIAL INFORMATION ACT



This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50175 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Timburn / Shirlmar / Longacre / Geordie Hill / Merivale and Nine Mile				LIPS Ref 12443
Property	5	of	7	Geordie Hills

Land District	Otago
Legal Description	Part Run 675 Lindis and Cluden SD's.
Area	2096.9578 ha
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease P 53.
Instrument of title / lease	CL 338/71
Encumbrances	Subject to 1) Land Improvement Agreement registered as 689041 2) Land Improvement Agreement registered as 820570 3) Certificate under Section 417(2) Resource Management Act 1991 registered as 928124 [Entitlement to construct & maintain water race].
Mineral Ownership	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

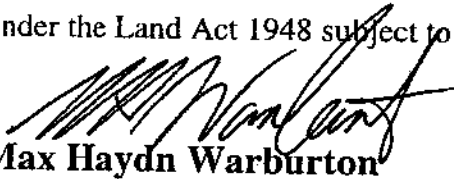
Data Correct as at	8 October 1999
[Certification Attached]	

Prepared by	G Patrick
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

Certified - correct as to status

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

under the Land Act 1948 subject to Pastoral Lease registered as 338/71



Max Haydn Warburton
Chief Surveyor
Land Information New Zealand, Dunedin.
 15/10/1999

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<p>Notes : This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6.</p>	<p>There are unfinished road legalisation actions resulting from 1981 realignment. These are defined on SO's 20679 - 81.</p> <p>The legalisation cards for SO's 20679 - 20681 also show no actions.</p> <p>There are two areas of Crown Land adjacent to the subject run and between the legal road and Lindis River. These are shown on our plan as Crown Land [Sheets 3 & 4]. Their future utilisation should be considered inconjunction with the road realignment [possible inclusion in the pastoral lease].</p> <p>Section 4 Block XIII Lindis SD - a freehold section is within the boundaries of the Pastoral Lease. This property was originally part of the lease but was surrendered for rabbit board housing. It is currently contained in CT 13D/865 and as this title is not in the name of the Pastoral Lessee it has not been included in this exercise.</p>
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Research Data: *Some Items may be not applicable*

SDI Print Obtained	Yes / No
NZMS 261 Ref	G40 & H40
Local Authority	Central Otago District Council
Crown Acquisition Map	Kemp
SO Plan	<p>1) SO 1208 approved May 1937 being a plan of Run 675</p> <p>2) SO 2688 approved August 1938 being a plan of Roads & land to be taken for road.</p> <p>3) SO 11960 approved April 1955 being a plan of Section 3 Blk XIII Lindis SD – formerly part Run 675.</p> <p>4) SO 12335 approved 1956? being a plan of Section 4 Blk XIII Lindis SD – formerly part Run 675.</p>
Relevant Gazette Notices	None relevant to this run.
CT Ref / Lease Ref	<p>1) CL 338/71 [live]</p> <p>2) CT 13D/865 [live]</p> <p>3) Sighted but not copied prior reference CL 259/212. Held on pastoral tenure since 1937. No other history on file.</p> <p>4) Memo of Renewal registered as 827090.</p> <p>5) Land and Improvement Agreements registered as 689041 & 820570.</p> <p>6) Expired Mining Privilege 5D/186</p> <p>7) RMA Section 417 Certificate registered as 928124.</p>
Plan Index	Attached.
Legalisation Cards	<p>SO 1208 - none found.</p> <p>SO 12335 – attached.</p> <p>SO 20679-81 attached.</p>
CLR	Confirms Pastoral status.
Allocation Maps (if applicable)	G40 & H40 DOC / SOE / Proposed SOE Claim Lands Searched but nothing found.
VNZ Ref - if known	28411/03100
Crown Grant Maps	Not applicable.
If Subject land Marginal Strip :	
a) Type [Sec 24(9) or Sec 58]	a) Not applicable. Land adjoining Lindis River is legal road. See SO 1208.
b) Date Created	b)
c) Plan Reference	c)

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Research – continued

If Crown land – Check Irrigation Maps.	G40 & H40 Searched and nothing found. Data on Timburn file.
Mining Maps	G40 & H40 Searched and nothing found. Data on Timburn file.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc	a) SO Plan Not applicable. b) Proc Plan c) Gazette Ref <div style="text-align: center; font-weight: bold; font-size: 1.2em;">RELEASED UNDER THE OFFICIAL INFORMATION ACT</div>
Other Relevant Information a) Concessions – Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership d) Other Info	a) Knight Frank Ltd advised 24/9/99 that property not subject to any recreation permits. b) None known. c) Either <input checked="" type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase. <input type="checkbox"/> Contained in [provide evidence]. d) Extract from Resource Management Act 1991.

ATTACHMENT 4:

Summary of uncompleted road taking actions.

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Road Taking:

- | | | |
|------------------|-------------------|---|
| Folio 834 | 23 June 1978 | Request from National Roads Board to occupy land for road taking purposes. |
| 837 | 12 September 1978 | Approval given to NRB to enter and occupy pastoral lease for roading and survey work. |
| 838 | 27 February 1979 | NRB request to occupy pastoral lease for approximately 2 years to construct a bypass road, upgrade road, construct or bailey bridge and abutments. |
| 839 | 28 February 1979 | Approval given to MOW to enter onto Run 675 to enable bypass road to be constructed (<i>a legal road already existed on the left bank (Geordie Hill side) of the Lindis River</i>). |
| 978 | 14 August 1998 | Letter from Opus, advised compensation amount to Transit for Geordie Hill. |
| 979 | 24 August 1998 | Knight Frank submission to the Commissioner of Crown Lands dated 21 August 1998 for consent to roading. |
| 982 | 22 October 1998 | Confirmation to LINZ that there are no Compensation Certificates. |
| 990 | 30 October 1998 | CCL advises that Transit must use an accredited agent (<i>not Knight Frank</i>) and undertake work under Public Works Act. |