

Crown Pastoral Land Tenure Review

**Lease name : GLENCOE
(ARROWTOWN)**

**Lease number : PO 144
Due Diligence Report
(including Status Report)
- Part 3**

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.

May

07

17.

61.

ALEXANDRA.

11th May 1956.

The District Commissioner of Works.
Dunedin

Renewal of Lease : Section 4 Block X, Shotover S.D.
" " " " Section 11 Block VII Kawarau S.D.

In reply to your minute (unnumbered) on Commissioner of Crown Lands memo. PR.1993 of 3.5.56, I have to advise as follows :-

- (1) The water races are not used or likely to be required by this Department.
- (2) There are no objections from our point of view to the inclusion of the races in the new lease.

The plans are returned herewith.

E. E. Lawrence
Resident Engineer


per. 


P.W. 15/1/5

The Commissioner of Crown Lands,
P.O. Box 896,
DUNEDIN.

I concur. Plans are returned herewith.

F.D. Grant,
District Commissioner of Works.

Per: 
Ministry of Works Dunedin.
17/5/56.


1961 MAY 12

RELEASED UNDER THE OFFICIAL INFORMATION ACT

L. & S.—F. 14A

DEPARTMENT OF LANDS AND SURVEY

OUR FILE: P 144 & P 250

YOUR FILE:

From A/DFO Alexandra 12 30

Date: 5 June 1985

To CCL Dunedin

Ref.: Ours/Yours of

Person to consult:

John Allen

SUBJECT: EARTH DISTURBANCES - GLENCOE and WAIORAU STATIONS:

On Friday 31 May 1985, I received a telephone call from Mr B Waters, lessee of Glencoe Station. Mr Waters was extremely concerned about some new tracking that had taken place at high altitude on his property without his permission. It appears that earlier in the day, Mr Waters had arrived at a farm discussion group near Frankton to be greeted by strong adverse comments from his colleagues about a new track they assumed he had been responsible for, on his property. The track was visible from Frankton.

On Tuesday 4 June, F O Waldron and I inspected the area concerned, together with Mr J Lee, owner of the freehold property adjoining the area on Glencoe which was the subject of our inspection.

What has occurred is a major soil disturbance within Glencoe Station as shown on the attached map and in the enclosed photographs. The skifield development that has taken place on Mr Lee's freehold property has been extended into Glencoe. Because of snow and because some of the pegs have been bulldozed out of the ground it was impossible to ascertain exactly where boundaries are. However, I am quite certain that the boundaries indicated by the old fenceline (where it has not been bulldozed) are not far from the true legal boundary.

The earth disturbances have extended into Glencoe at two points - the first one is a minor area (approximately 2-3m. x 20m.). The second area is much larger - it is approximately 8-10m. wide x 800m. long and is in the form of a long, easy sloping ski lane.

We discussed the illegal earthworks with Mr Lee at some length and it is quite obvious that he was aware that he had no permission from the department or the run holder, for the works; that he was aware that he should have that permission and that in fact his act was completely premeditated. I also suspect that the timing is deliberate in that Mr Lee now assumes there is little we can do about his bulldozing until next season. He is quite correct.

Because of the deliberate nature of Mr Lee's illegal tracking, I believe that we should take strong action to reinstate the land to discourage Mr Lee from carrying out similar works again. However, the actual responsibility for action against Mr Lee appears to be rather confusing. There is little doubt that we probably would have agreed to the tracking if Mr Waters had applied for it. It therefore appears that Mr Waters is the aggrieved party in this instance. I feel in this instance, however, that this department has some responsibility to back up Mr Waters' complaint and take action against Mr Lee.

The present state of the play is that Mr Waters will inspect the disturbance with officers from this department and we hope that Mr Lee will be available so that we can attempt to resolve the differences on the spot. The problem is that Mr Lee may well be hopeful that having carried out the works, there is little that will be done in future to enforce resurrection.

I will report further with recommendations (if necessary) following our further inspection with Mr Waters

On the same day we discovered that Mr Lee has been taking large quantities of metal from his pastoral lease property (P 250) for use on his skifield road on his freehold property. There appears to have been no permission granted by this department; by the Catchment Board or by the Mines Department. Mr Lee once again appears to be quite blatantly ignoring rules and regulations on the assumption that by the time anyone gets into gear to control his actions, it will be too late. Once again, he is quite correct in reaching that assumption.

90675D-50,000/11/82MK

Copy to C.P.L.O. Please

I have spoken to the Otago Catchment Board officer in Alexandra who indicated that no action would be taken by them. I have also informed the Mines Department in Dunedin who intend to take no immediate action either. *1/11/85*

RECOMMENDATION:

THAT the above report be received for your information.

J C ALLEN
A/D F O

5-6.

- 1) Re earth disturbance. This is further addressed in A/OFO Allen's later report of 7 June 1985 - see folio 848. Comments have been made on that report accordingly.
- 2) In respect to the removal of metal from the PL without authority I believe we should write to Mr Lee expressing our grave concern at such action and demanding a full explanation of same including amounts extracted, usage of material, etc.

J. Saml.
DFO 19/6/85

OUR FILE:

From SR QUEENSTOWN

To CCL DUNEDIN

Ref.: Ours/Yours of

YOUR FILE:

Date: 27 May 1985

ATTENTION: CR Tony Perrett

Person to consult:

SUBJECT: VALUES IDENTIFIED ON PASTORAL LEASE INSPECTIONS

GLENCOE - BOTANICAL

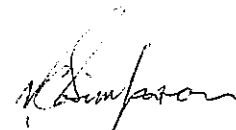
I note that Cotula albida is recorded as being known only from three ranges in Central Otago. Cotula albida is also found on the Remarkables where it is not uncommon. This is a fourth area and as this plant is not easy to see because of its creeping nature and grey colour it is possibly more widely spread than present reports suggest.

REMARKABLES - KEAS

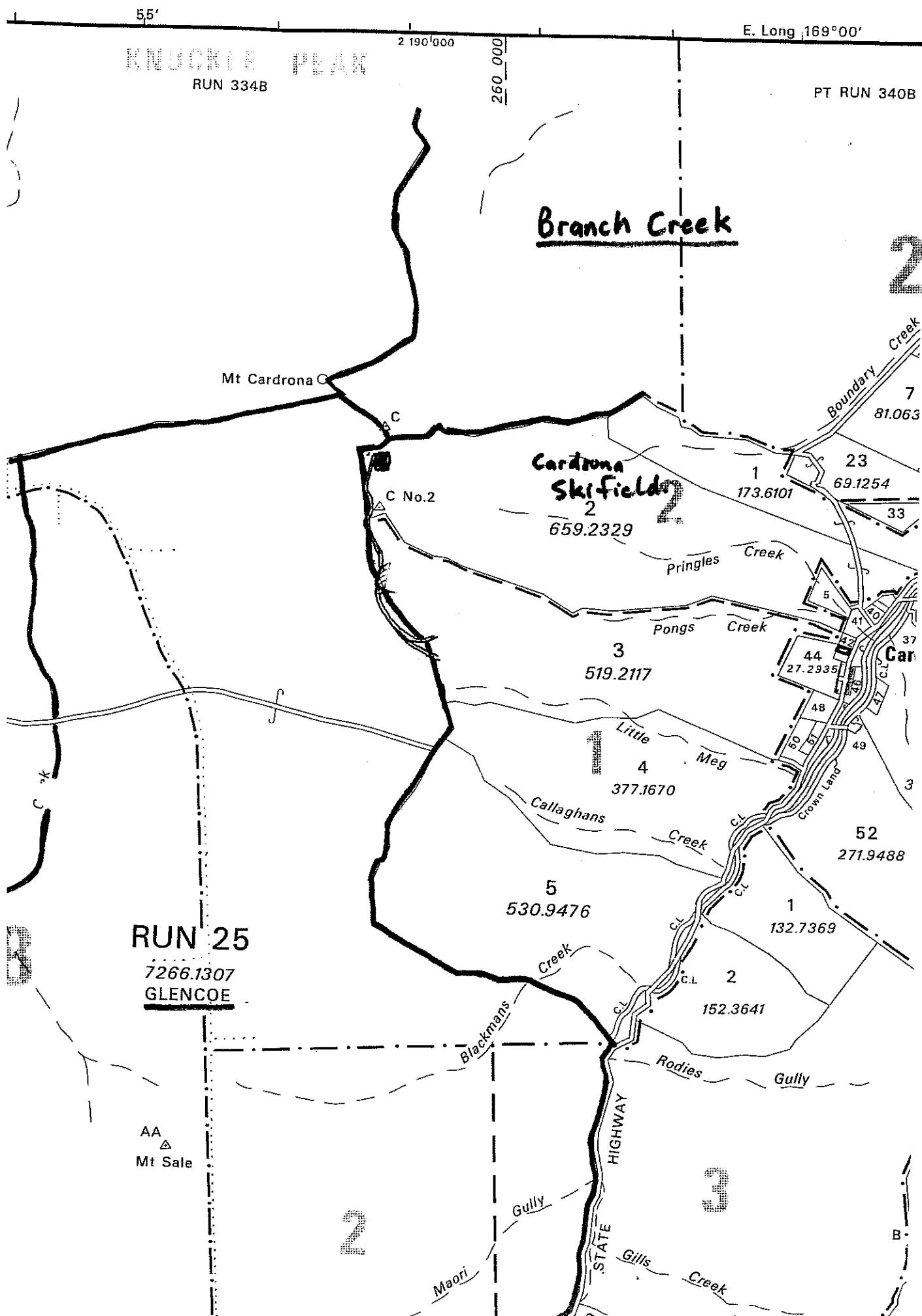
It should probably be noted that keas are generally present in the Rastus Burn. Up to six have been seen but most trips up to two keas are seen or heard. Some damage was done to our Power Pony cover recently and a hole torn in the seat of Mt Cooks Skido last year.

Earth Terraces and Stone Drains are present in the Wye valley and small solifluction lobes can be seen in the Rastus Burn.

Botanical Notes - should read four species of whipcord Hebes (Hebe propinqua, H. annulata, H. tetragona var (H. hectori), H. cupressoides), no recent evidence of burning or grazing (unlike most adjacent areas). Excellent sub-alpine scrub belt regenerating, possibly only existing area of rare cress Ischnocarpus novae zelandiae. The clematis is C. marata. Coprosma deria should probably read Coprosma alpina (this is an unpublished name for C. sp. cf pseudocuneata). I am preparing a revised list of the plants of the Remarkables, Hectors and Garvies and will send it when completed.



Neill Simpson
Senior Ranger



OUR FILE: P 144

12 JUN 1985

YOUR FILE:

From A/DFO Alexandra

Date: 7 June 1985

To CCL Dunedin

Ref.: Ours/~~Yours~~ of 5 6 85

Person to consult: John Allen

SUBJECT: EARTH DISTURBANCES - GLENCOE STATION:

Further to my earlier report, another inspection of the earth disturbances was carried out on 6 June 1985 when the writer was accompanied by Mr B Waters, lessee. Since my earlier inspection, approximately $\frac{1}{2}$ m. snow had fallen so that the earth disturbances were not as visible as they had been earlier. However, this fall of snow did have some beneficial effect - it indicated that the earth works completed in fact had substantially improved the ability of skiers to proceed from Mr Lee's skifield into easy rolling areas of Glencoe Station adjacent. Mr Waters and I both agree that the Cardrona Skifield in effect, has been extended by something around 20 to 40 hectares, all of this being in pastoral lease. Mr Lee considers that we are over-estimating the probable use of this land. However, an inspection during the skiing season will be necessary to ascertain the correct situation.

Mr Waters is annoyed at the way in which the earthworks have been carried out. However, he is not unduly concerned about the amount of damage that has been caused to his property. His concern is more that the skifield has been extended in a rather dubious manner without his permission and that there will be little he can do now to stop people using his area as part of the skifield, even if the company indicates that it is not within their area.

Mr Waters sees the move as a very astute business ^{decision} by Mr Lee, with perfect timing and little that can be done to change the situation. I support Mr Waters' views.

Following the inspection, we met with Mr Lee to discuss the situation. I pointed out that in view of the fact that we have no strong exception to the earthworks from a point of view of either scenic detraction or soil and water values, the concern was really one for Mr Waters to handle. After considerable discussion, it was agreed by the 3 of us that Mr Waters and Mr Lee would attempt to come to some agreement over ski usage; boundary fencing and the illegal earthworks. If agreement can be reached, it seems that there is little for this department to do in the future.

If Mr Waters agrees to the earthworks remaining and agrees to the public usage of the area as part of the Cardrona skifield, quite obviously this department will need to consider whether it will issue a recreation permit or not. Who will be required to take out a recreation permit? How will the rent be set? Will an Environmental Impact Assessment be required? If in fact the skifield does not advertise part of Glencoe as being part of their skifield and in fact even erects signs stating that it is excluded from their area, how do we then control the public usage?

The issues raised above do not seem to have ready answers available. In the meantime, we await the outcome of further meetings between Mr Lee and Mr Waters to see if they can reach agreement on future usage. Once they have reached agreement, this department will need to assess whether it requires to take any further action.

Cardrona Skifield - Revegetation:

Enclosed is a copy of the decision on the application by Cardrona Skifield Ltd., to the Lake County Council dated 1979. The decision of the Lake County Council to approve the application to construct a skifield was dependent upon a number of conditions being met. One of these conditions (5.4) involves the Lands & Survey Department. It states "no species of trees or plants shall be introduced or planted without the consent of the Lands & Survey Department". Again, this seems to raise more questions than answers as far as the Alexandra Office is concerned.

- was the department a party to this clause being included?
- if not, do we recognise this as a valid part for the department to carry out in view of the freehold tenure involved?
- if the department is required to consent, who will carry out the field work involved?

90675D-50,000/11/B2MK

L.A. - Copy to C.P.L.O. Please

CC L 19/6 DFO LPA
ED

In view of the way in which Mr Lee proceeds with development, i.e. he goes ahead without obtaining the necessary approvals in many cases - how will we know whether or not trees are being introduced? Mr Lee is unlikely to volunteer the information readily. Pelt

RECOMMENDATION:

THAT this report be received for your information.

THAT this office be informed of any further action it should take

LA to check
re vegetation


J. C. ALLEN
A/DFO

I am intrigued that the Council should impose a condition relating to plant species on FH land subject to LWS consent. There was a party to this.

In relation to the "treasures" no mention is made of remuneration as to the necessity of renegotiation of the disturbed areas.

It seems of course agrees a recreation permit cannot be considered to cover the situation although calculation of "fee" would be difficult. Hold meantime as recommended.

R.

18/6/85

The logical solution to all this would seem to me to be a boundary adjustment to include the area of earth disturbance and appropriate adjacent areas into Mr Lee's field title with compensation as agreed by both parties - possibly the costly creation of a new boundary line. This would seem to compromise Mr Lee's field requirement of the necessity of Mr Lee's farming operations.

However it does not detract from the fact that "unauthorised" works in the form of soil disturbance and vegetation on a P.H. (No. 100), and interference of the extreme of negotiations between Messrs Waters and Lee, I firmly believe the Dept should write to the Sheffield company expressing our concern at such a blatant act of defiance and demanding a full explanation for such action. If we do not take such action as "hostile" I believe we will lose credibility in the eyes of the lessee, the Sheffield company, and the public in general.

Action as to 1000 comments. h 20/6

Def. Secy
19/6/85

ARROWTOWN GOLF CLUB INC.

166 CENTENNIAL AVENUE, P O BOX 6, ARROWTOWN

Phone (03) 4421719 Fax (03) 4421715

3 July 2000

KNIGHT FRANK,
ALEXANDRA

- 7 JUL 2000

RECEIVED

Knight (NZ) Limited
P.O. Box 27
ALEXANDRA

Attention: ~~Ken Taylor~~

Dear Ken,

Water Right Resource Consent – Arrowtown Golf Club

The Arrowtown Golf Club currently holds a right to take water from the Try Burn as a supply for the golf course irrigation system. This right is due to expire and the Club is seeking to renew this consent.

The take point is approximately 200 metre up the face of the terrace on the north side of the Arrow river, within Run 37 as illustrated on the attached plan and photograph. From our discussion on Monday 3rd July I understand that the status of Run 37 is pastoral lease administered by your business on behalf of the Commissioner of Crown Lands.

Regional Council consideration of such water right consents, require that applicants discuss the application with potentially affected parties.

This is to advise you of the application and seek your agreement to continuation to take from this source.

I enclose a copy of the consent application for your information. If you require any further information please contact me.

Yours sincerely



Milton Smith
Secretary/Manager

Tim,
Please process under CPL Std 2



Our Ref: Po144

13 July 2000

Arrowtown Golf Club Inc
P O Box 6
ARROWTOWN

ATTENTION: MILTON SMITH

Dear Sir

RE: GLENCOE PASTORAL LEASE - WATER RIGHT

I refer to your letter of 3 July 2000. The Crown's consideration of the water right application is being processed.

You will also need the consent of the Commissioner of Crown Lands in order to continue taking water from a Crown land pastoral lease.

The Commissioner of Crown Lands requires such consents to be formalised by way of an easement under Section 60 (1) of the Land Act 1948 and pursuant to Section 18 (3) of the Crown Pastoral Land Act 1998.

You should note the compensation entitlement of the lessee under the terms of Section 60 (1) Land Act. The attached application form and information outline this.

We look forward to receiving an application on the form provided.

Yours faithfully

T J Whittaker
for Manager, Alexandra
KNIGHT FRANK (NZ) LIMITED

7 EXISTING LAND STATUS/ STATUTORY MATTERS

Current land status is depicted on Map 1.

7(a) Marginal strips

Only the Arrow River below the Soho Creek confluence has a surveyed marginal strip. This strip extends below the Glencoe boundary and forms the western boundary of Runs 25/39. The strip hugs the river edge, which is most unlikely to have moved since it was surveyed. The marginal strip has an easement for the Arrow Irrigation Scheme pipeline (Otago Draft Conservation Management Strategy, Vol 4: F41 124), and there is an easement in the Glencoe pastoral lease for the short section of the pipeline that crosses Rule Britannia Terrace.

Upon survey, Soho Creek, the Cardrona River and some other creeks on the property may qualify for marginal strips under Part IVA Conservation Act.

7(b) Roads

Formed legal roads on the pastoral lease are : Tobins Track and the Glencoe Road from Tobins track to State Highway 89.

Formed roads with no surveyed legal line include: the farm road into the homestead from the gate (where it joins Tobins Track) and much of the road into Macetown up the Arrow River. There is no trace in any records of a separate legal strip for the Macetown Road, which is well away from the river's marginal strip between the Soho Creek confluence and a point about 500 m below Rule Britannia Terrace. The obligation of the Queenstown Lakes District Council to maintain the road must depend on the fact that the road was formed and maintained with ratepayers' money by the Arrowtown Borough Council (Transit New Zealand Act Sec 43 (1). Queenstown Lakes District Council does not receive any subsidy for it, and describes the financial arrangements for it as "loose" (Queenstown Lakes District Council staff). There is no easement for the road on the Glencoe pastoral lease, a requirement under the Act if it is to be a legal road (it and its stone walls and revetments are listed as protected place No.6 in the Draft District Plan). There is a surveyed road line to Macetown but it passes over Big Hill.

elevator also used the Brackens Creek race, but neither venture was successful, though Scoles tunnel has survived and is still open. The race from Brackens Gully was used by the Smiths in 1932 and sold to the Crown, which may still hold the license (2759Ar). The terrace workings are clearly visible from the Macetown Road, and, since they are not as overgrown as other tailings, they are pointed out to tourists going to Macetown.

Downstream the only trace of workings are a few damaged tailings on McGregor and Low's terrace, which do not look like gold rush pot holes but later sluicings and stacked tailings. McGregor and Low were co-discoverers of the Arrow gold along with Fox who is commemorated on a cairn further downstream.

The other great works in the river are the road and the irrigation pipeline. The road was started in 1881 and completed in 1884, involving much revetment work where it climbs the sides of the gorge. It was built to provide access to the big quartz mines at Macetown, and has never been surveyed. The irrigation pipeline was built between 1923 and 1931, and the trucks used to carry the pipes were the first motorised transport on the road. The weir for the intake was built at the head of the cascade known as the Arrow Falls.

On the Crown Terrace an agricultural leasehold area belonging to a man called Baker was found to still have gold bearing deposits and, having been resumed for mining in 1892, was worked for about three years. The workings are a set of complex sluice hollows cut into white gravels, with some stacked tailings, using at least the 1872 race (1032Ar) and maybe some of the other five which are part of the present live race system (Appendix 1). The Baker workings are on Glencoe freehold land, though surrounded by pastoral lease, and are included here because they used the system of races on the pastoral lease. The water was fed to a substantial reservoir suitable for ground sluicing. By 1910 the race was extended past the Baker workings, along the edge of the terrace to elevator workings on the Arrow flats beside and below the town. Fealy and Hay are known to have used water off the Crown Terrace in 1904, and it may have been used by the other elevators on the flats in the 1890s. It is still used as an irrigation race and is based on six different historic mining licenses.

The Baker workings are protected under the Historic Places Act. They are not particularly significant as ground sluicings but, along with their race systems and reservoir and the races running to Arrowtown, they form part of an historic landscape that is readily accessible to visitors to Arrowtown.

The last two or more periods of glaciation have produced a complex topography in New Chum and Brackens Gully, resulting in gold bearing deposits lying at 900 metres a.s.l. It is considered that an



ALEXANDRA OFFICE
KNIGHT FRANK HOUSE, 41 - 43 TARBERT STREET, P O BOX 27, ALEXANDRA, NEW ZEALAND
PHONE 03-448 6935, FAX 03 448 9099

FACSIMILE TRANSMISSION SHEET

COMPANY: Mt Soho Station FAX NO: 03 442 1483
ATTENTION: Roger Monk
FROM: Tim Whittaker
DATE: 26-4-01 NO. OF PAGES: (INCLUDING THIS HEADER)
SUBJECT: Tracking application.

PLEASE ADVISE IMMEDIATELY IF ANY PART OF THIS TRANSMISSION WAS NOT RECEIVED

Our telephone discussion today refers:

The attached plan shows the boundary between Mt Soho and Glencoe. It is to our knowledge the best information available.

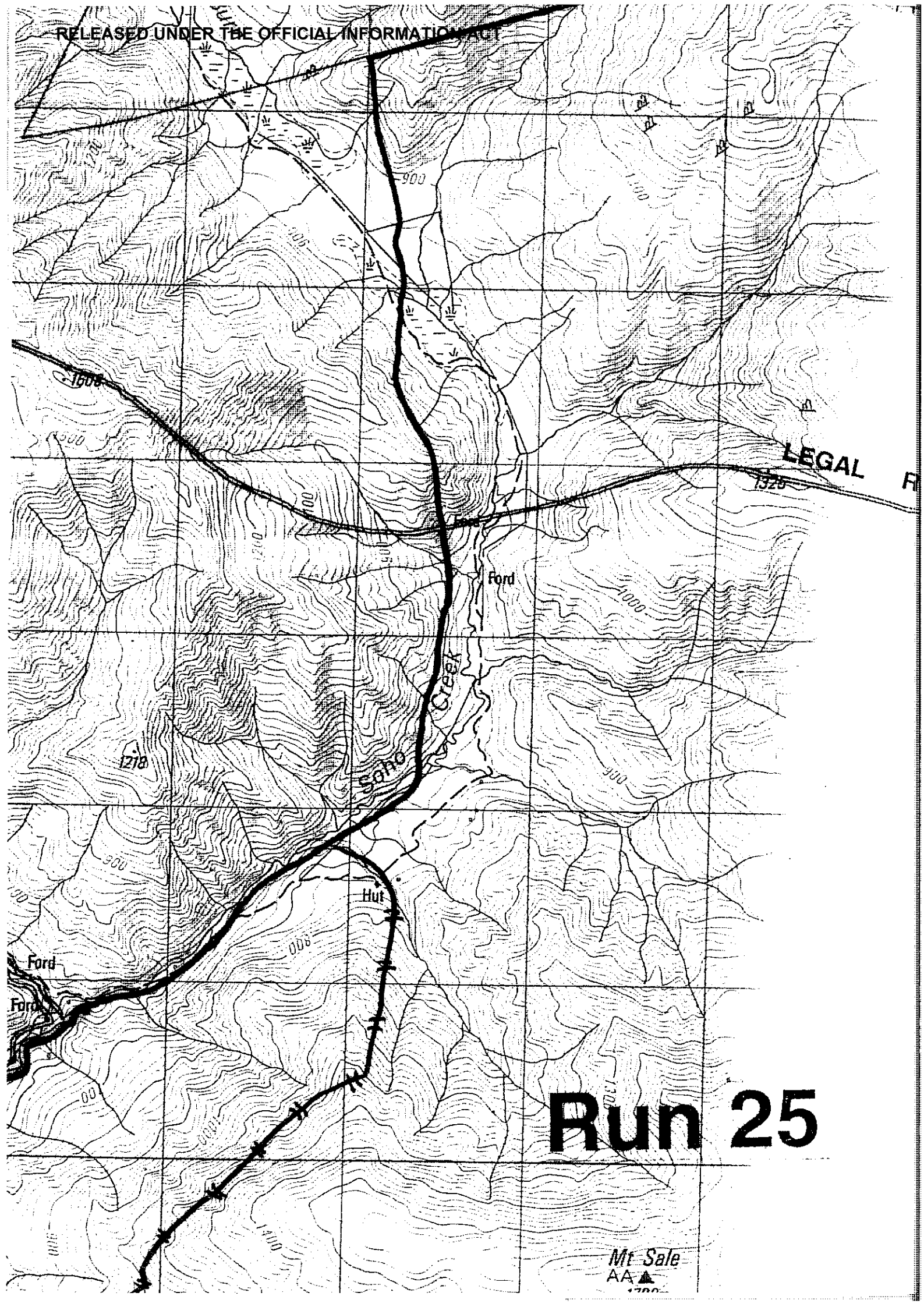
Your track would be partly on Glencoe and the CCL could not provide consent for tracking on a neighbouring property.

KF's advice to the CCL on your application will require an inspection and careful consideration.

Please consider your alternatives (have you considered an easement through Glencoe?) and get back to me. If I am to inspect Monday PM would suit me - else later in the week.

T. J. Whittaker.

THIS FACSIMILE CONTAINS INFORMATION THAT IS CONFIDENTIAL AND WHICH MAY BE SUBJECT TO LEGAL PRIVILEGE. IF YOU ARE NOT THE INTENDED RECIPIENT YOU MUST NOT PERUSE, USE, DISSEMINATE, DISTRIBUTE OR COPY THIS MESSAGE. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY FACSIMILE OR TELEPHONE (CALL US PERSON TO PERSON COLLECT) AND RETURN THE ORIGINAL MESSAGE BY MAIL. THANK YOU.



Run 25

Mt Sale
AA ▲
1200

A1042


May. 08 2001 09:50AM P01



To Knight Frank
Alexandra
Attn T.J. Whittaker

From R F Monk
Mt Soho RD1
Queerstown.

re Tracking application
Due to complications involving the
legal boundary with Glencoe Station I do
not wish to proceed with the tracking
application pending discussions with
Glencoe - Mototapu lease holders regarding
access and boundary realignment.

R. F. Monk


DRAFT LETTER

Our Ref: Po144/1

LINZ Ref: 12475

16 July 2001

Crown Property Contracts
Land Information New Zealand
Private Bag 4721
CHRISTCHURCH

Dear Sir

RE: GLENCOE (Po144) DUE DILIGENCE – ARROW ROAD

As a result of a Due Diligence Report for Glencoe Po144, an issue which needs further clarification has come to light. The status of the formed road up the Arrow River is unclear.

The road appears in part to be on the pastoral lease. We understand that the road was built between 1881 and 1884 by the Arrowtown Borough Council to provide access to gold mining in Macetown. It has since been maintained by the Council. I also has had a long history of public use. It is shown as a road on the Queenstown-Lakes District Council Proposed District Plan.

The road is un-surveyed and does not appear as road in the status report provided by Opus. Based on our understanding of what constitutes a legal road, it may well be considered a legal road (*by implied dedication?*).

The status will have an impact on the tenure review as continued public access may be an important outcome of the review.

Please provide guidance on how this road should be handled.

Yours faithfully
KNIGHT FRANK (NZ) LIMITED

T J Whittaker
for Manager, Alexandra

References:

History of road from Conservation Resources Report – Extracts.



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952

Historical Search Copy



R.W. Muir
Registrar-General
of Land

Identifier OT386/62
Land Registration District Otago
Date Registered 19 November 1957 01:55 pm

Prior References

OT338/1

Type	Lease under s83 Land Act 1948	Term	Thirty three years commencing on the first day of July 1953 and renewed for a further period of 33 years commencing on the 1.7.1986
Area	8579.1409 hectares more or less		

Legal Description Section 1, Section 3, Section 6, Section 8-9, Section 11-17 and Section 19 Block VII Kawarau Survey District, Section 4 Block X Shotover Survey District, Run 25, Run 39, Section 29-30 and Section 7 Block X Shotover Survey District and Run 37

Original Proprietors

Jean Francois Taquet

Interests

454702 Variation of the within Lease - 27.2.1976 at 11.37 am

562644 Certificate of Alteration incorporating in the within Lease (114.2504 ha) Section 7 and Run 37 Block X Shotover District and increasing the annual rental to \$180.00 from the 1st day of July 1981 entered 29.9.1981 at 1.42 pm

751310 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1.7.1986 and fixing (for the first 11 years) the annual rent at \$7,800 calculated on a rental value of \$520,000 - 2.4.1990 at 11.10 am

834754 Transfer creating the following easements in gross - 23.7.1993 at 9.54 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Convey water	Section 1, Section 3, Section 6, Section 8-9, Section 11-17 and Section 19 Block VII Kawarau Survey District, Section 4 Block X Shotover Survey District, Run 25, Run 39, Section 29-30 and Section 7 Block X Shotover Survey District and Run 37 - herein	E Transfer 834754	The Arrow Irrigation Company Limited	

980095.2 Mortgage to Bank of New Zealand - 15.12.1999 at 9.48 am

5002654.1 Gazette Notice declaring adjoining road (S.H.No 6) to be limited access road - 26.5.2000 at 2:26 pm

Issued as a Renewal of (or in Exchange for) Lease
Former Reference
Registered in Vol. 338 fol. 1

NEW ZEALAND

O T A G O

LAND DISTRICT

LAND & DEEDS	
Registered in the Land Registry	Vol. 338 fol. 1
19 NOV 1948	1:55
Abstract No. 2224	

Registered in the Land Registry
Vol. 338 fol. 1

19 NOV 1948
1:55
Abstract No. 2224

Image Quality due
to Condition
of Original

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P. 144

This Deed, made the first day of March, one thousand nine hundred and fifty-three, between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and WILLIAM LEON ALAN EWING (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

..... 20, 7/10 acres situated in the Land District of Otago, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, Block 19, Shotover Survey District, and Blocks 25 and 29 Shotover, Kawarau, Crown, and Hukaramea Survey Districts (hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July, one thousand nine hundred and fifty-three, together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-three. 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 Eighty pounds (£ 80: -: -) 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 shillings pence (f) on the 1st day of January and the 1st day of July in each year in the manner 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 herebefore reserved at the times and in the manner herebefore stated 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 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 solely 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 noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1908-1950.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1923.
7. THAT the Lessee will clean and clear from weeds and keep open all gullies, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1908-1950, 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) 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 20 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any dwelling-house: 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 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 commencing 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.

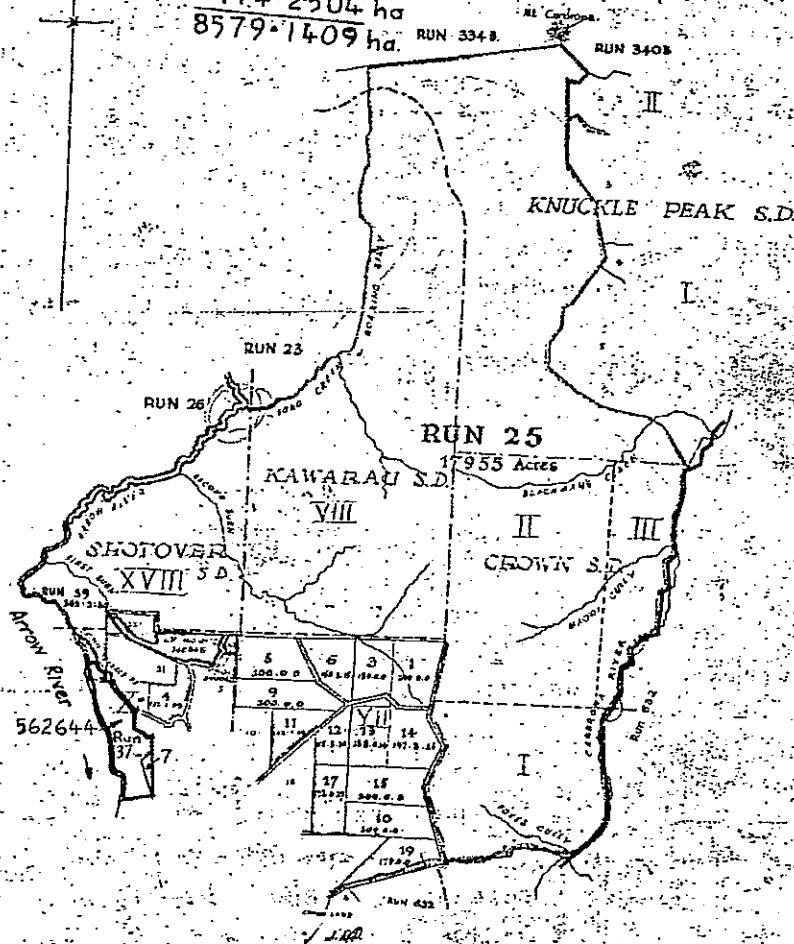
386/62

SEC. 1, 3, 6, 8, 9, 11, 12, 13, 14, 15, 16, 17 & 19 BLK VII KAWARAU S.D.
 SEC. 4 BLK X SHOTOVER S.D. &
 RUNS 25 & 39 SHOTOVER, KAWARAU, CROWN & KNUCKLEPEAK S.D.'S

Scale: 80 Chains to an inch
 Total Area: 20,747 Acres 1 rood 02 perches
 20,917 0 32 0

EQUIVALENT METRIC

AREA IS 8464.8905
 562644 114 2504 ha
 8579.1409 ha



so long as
 cent on the
 line in writing
 so to do. Any
 and particularly
 rent payable

C.T. 286/62

-2-

(d) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.

(e) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,

(i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;

(ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;

(iii) Plough and sow in grass any portion of the said land;

(iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;

(v) Surface sow in grass any portion of the said land;

Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grasses to the satisfaction of the Commissioner.

(f) THAT the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grasses to the satisfaction of the Commissioner.

(g) THAT if the Lessee shall leave New Zealand or abandon the said land or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 116 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.

(h) THAT these presents 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
hand, and these presents have also been executed by the said Lessee.

Ct.ago

on behalf of the Lessor, hath heretofore set his

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

Witness: J. E. Kennedy
Occupation: Clerk, Lands and Survey Department
Address: Dunedin

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

Witness: W. H. Ewing
Occupation: Solicitor
Address: W. H. EwingC. K. Cullen
Commissioner of Crown Lands.W. H. Ewing
W. H. Ewing
Lessee.

2001/10-11

*(f) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 1500 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafter 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.

C. K. Cullen
Commissioner of Crown Lands.W. H. Ewing
W. H. Ewing
Lessee.THIS REPRODUCTION (ON A REDUCED SCALE)
CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL REGISTER FOR THE PURPOSES OF
SECTION 215A LAND TRANSFER ACT 1952.

J. E. Kennedy L.R.

Mortgage 1449028 of 1/3 share of William Lloyd
Alan Ewing to The Trustees Executors and Agency Company of New Zealand Limited
dated 12th February 1953 at 12.24 pmTransfer 213931 of a 1/3 share of William Lloyd Alan Ewing to
The Trustees Executors and Agency Company of New Zealand Limited
dated 23rd April 1951 at 12.24 pm220533 Mortgage of 1/3 share of William Lloyd Alan Ewing to The Trustees Executors and Agency Company of New Zealand Limited
dated 12th February 1953 at 12.24 pm304699 Mortgage of 1/3 share of William Lloyd Alan Ewing to The Trustees Executors and Agency Company of New Zealand Limited
dated 12th February 1953 at 12.24 pm340848 Certificate of Allocation of land in the
said section 29 and 30
Block 8 of the Survey District (167 acres)
3 acres 20 perches; land and grass in the
area of 20 perches from the 10th day of
1951. Entered 11.5.1952 at 9.12 am359161 Transfer of a 1/3 share
William Lloyd Alan Ewing to The
Trustees Executors and Agency
Company of New Zealand Limited -
17.8.1970 at 12.24 pm.359162 Transfer of its 2/3 share
The Trustees Executors and Agency
Company of New Zealand Limited to
William Lloyd Alan Ewing -
17.8.1970 at 12.26 pm.402252 Mortgage to The National
Bank of New Zealand Limited -
19.4.1973 at 12.09 pm

continued with



C.T.386/62

-3-

402255 Mortgage to Flat
Station Limited - 19.9.1973 at
12.17 pm

DISCHARGED

A.L.R.

402257 Memorandum of Priority ranking
Mortgage 402255 as a first mortgage
and Mortgage 402252 as a second
mortgage - 19.9.1973 at 12.28 pm

A.L.R.

The duplicate original hereof having
been declared lost a Provisional
Certificate of Title has been issued
in lieu thereof. Entered 19.9.1975.
See Declaration of Loss 445534.

A.L.R.

447332/1 Transfer to W. Waters
Farming Company Limited - 26.9.1975
at 11.49 am

A.L.R.

447332/2 Mortgage to William Lloyd
Alan Ewing and The Trustees
Executors and Agency Company of New
Zealand Limited in shares - 26/9/1975
at 11.20 am

A.L.R.

454702 Variation of within Lease -
27.2.1976 at 11.37 am

A.L.R.

454703/1 Transfer to B.M. Waters Farming
Company Limited - 27.2.1976 at 11.37 am

A.L.R.

454703/2 Mortgage to William Lloyd Alan
Ewing and The Trustees Executors and
Agency Company of New Zealand Limited
in shares - 27.2.1976 at 11.37 am

DISCHARGED

A.L.R.

513382 Land Improvement Agreement under the Soil
Conservation and Rivers Control Act 1941
- 23.3.1979 at 2.3 pm

A.L.R.

Prospecting Licence under the Mining Act 1971 affecting
part of the within land in favour of Aotea Minerals
Limited for a term of 2 years from 27.3.1979
See Volume 5D Folio 93

A.L.R.

532034 Variation of Mortgage 454703/2 -
25.3.1980 at 1.41 pm

A.L.R.

550096 Prospecting Licence under the Mining Act
1971 affecting part of the within land in favour
of Clifford Henry Sims for a term of 2 years
commencing on 24th February 1981 - 2.3.1981 at
1.53 pm
See Volume 5D Folio 172

A.L.R.

553446 Prospecting Licence under the Mining Act 1971
affecting part of the adjoining river bed in favour
of Aotea Minerals Limited for a term of two years
commencing on 30 April 1981 - 4.5.1981 at 2.46 pm
See Volume 5D Folio 184

A.L.R.

562644 Certificate of alteration incorporating
in the within Lease (114.2504 ha) Section 7 and
Run 37 Block X Shotover District and increasing
the annual rental to \$180.00 from the 1st day
of July 1981 entered 29.9.1981 at 1.42 pm

A.L.R.

587234/1 Transmission of the share of William
Lloyd Alan Ewing in Mortgage 454703/2 to The
Trustees Executors and Agency Company of New Zealand
Limited and Agnes Christabel Ewing as executors
entered 7.12.1982 at 11.55 am

A.L.R.

596622 Prospecting Licence Volume 5D Folio 172
affecting part of within land renewed for a period
of 2 years to 23rd /2/1985 - 17.6.1983 at 2.38 pm

A.L.R.

600144/2 Mortgage to The Colonial Mutual
Life Assurance Society Limited - 17.8.1983
at 11.05 am

A.L.R.

DISCHARGED

A.L.R.

606687/2 Mortgage SEP 1983 Public Trustee -
6.12.1983 at 2.08 pm

A.L.R.

621386 Mining Licence under the Mining Act
1971 affecting part of the within land in favour of Aotea
Minerals Limited for a term of 7 years commencing
on 5.9.1984 - 7.9.1991 at 10.14 am
See Volume 9D Folio 46

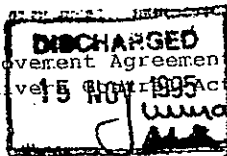
A.L.R.

622508 Mining Licence under the Mining Act 1971
affecting part of the within land in favour of
Aotea Minerals Limited for a term of 7 years
from 25 September 1984 - 27.9.1984 at 10.31 am
See Volume 9D Folio 16

A.L.R.

C.T. 386/62

696903 Land Improvement Agreement under the Soil Conservation & Rivers Control Act 1941 - 23.2.1988 at 1.34pm.



A.L.R.

709738 Prospecting Licence under the Mining Act 1971 affecting part of the within land in favour of Prime West Corporation Limited for the term of three years commencing on 1st day of August 1988 - 19.8.1988 at 1.18 am
See Volume 9D Folio 258

A.L.R.

725632 Mining Licence under the Mining Act 1971 affecting part of the within land in favour of Donald John Robertson for a term of 10 years commencing on the 3rd April 1989 - 6.4.1989 at 9.42am
See Volume 9D Folio 300

A.L.R.

751310 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1.7.1986 and fixing (for the first 11 years) the annual rent at \$7,800.00 calculated on a rental value of \$520,000.00 - 2.4.1990 at 11.10am

A.L.R.

812534 Surrender of Mining Licence 9D/300 excepting part of the bed of the Cardrona River (3.7ha) - 21.8.1992 at 10.03am

A.L.R.

814056/4 Mortgage to Trust Bank Southland Limited - 14.9.1992 at 10.46 am

A.L.R.

834754 Transfer being a grant of a right (in gross) to convey water over part herein shown marked "E" on the diagram annexed thereto together with incidental rights in favour of The Arrow Irrigation Company Limited - 23.7.1993 at 9.54 am

A.L.R.

980095.1 Transfer to Jean Francois Taquet

980095.2 Mortgage to Bank of New Zealand

All 15.12.1999 at 9.48

A. Hamman
for RGL

File reference : LINZ (LIPS 12475)



Level 4, Knight Frank House
76 Cashel Street
PO Box 142
Christchurch

+64 (0) 3 379 9787

+64 (0) 3 379 8440 fax

christchurch@knightfrank.co.nz

www.knightfrank.co.nz

CERTIFICATE OF AUTHORISATION

PROPERTY ADDRESS:

**GLENCOE PASTORAL LEASE
OTAGO**

ASSURANCE

Knight Frank (NZ) Limited gives an assurance that the Status Report dated 9 November 1999 has been reviewed and is still correct as at 28 June 2001.

The decision when made will comply with the following statutory requirements :

- The New Standards & Guidelines Manuals Chief Crown Property Officer; Legalisation /Roading;OSG Standard 1995/05.
- Land Act 1948
- Crown Pastoral Land Act 1998

In giving this assurance **Knight Frank (NZ) Limited** undertakes that all relevant policy instructions, legal requirements, court judgements and any other matters have been taken into account and applied where appropriate.


Murray Bradley
Crown Accredited Supplier / Nominated Person

Date : 28/6/2001



KNIGHT FRANK
ALEXANDRA

- 2 JUL 2001

RECEIVED

**Knight
Frank**



File: 963

28 June 2001

Geoff Holgate
Manager Land Resource Division
Knight Frank (NZ) Limited
PO Box 142
CHRISTCHURCH

Level 4, Knight Frank House
76 Cashel Street
PO Box 142
Christchurch
+64 (0) 3 379 9787
+64 (0) 3 379 8440 fax

christchurch@knightfrank.co.nz
www.knightfrank.co.nz

Dear Geoff

**RE: REVIEW OF STATUS INVESTIGATION – GLENCOE PASTORAL LEASE – PO144
(LIPS# 12475).**

In accordance with your instructions dated 19 June 2001 we carried out a complete review of the status investigation completed by Opus International Consultants dated 9 November 1999 and confirm that there has been no change to both the legal description, area and status of the land since the completion of this report.

However we have noted after obtaining an up to date search of the pastoral lease title (CT386/62) and that an additional encumbrance has been registered against the lease. This encumbrance is registered as number 500265.4.1 and is a gazette notice which declares adjoining road (SH#6) to be a limited access road. This encumbrance has no effect on the status of the pastoral lease. However we are bringing this additional encumbrance to your attention so that it can be recorded on your file.

A copy of this encumbrance is attached.

Our Certificate of Insurance is attached.

Yours faithfully
KNIGHT FRANK (NZ) LIMITED


Murray Bradley
Manager, Public Sector Services

*Tim,
Please note and
complete Due Diligence
and Scoping reports ASAP.*

*rubbish
The closest part of SH6 to the
Glencoe property is about 1km
& therefore can't be considered
adjoining: Registration appears
to be in error*


Knight Frank
Grubb & Ellis

Global Alliance

Knight Frank (NZ) Ltd MREJNZ

Over 200 offices worldwide

230/7/01

Extract from *New Zealand Gazette*, 4/5/2000, No. 46, p. 1021

DocID: 110083717

CN 500 2654.1

Declaring State Highway to be Limited Access Road—Dunedin Region

It is notified that Transit New Zealand, by resolution dated 5 April 2000, pursuant to section 88 (1) of the Transit New Zealand Act 1989, hereby declares the parts of State highway described in the Schedule hereto, and as more particularly shown on plans LA 13/006/978/A and LA 14/098/000/A and accompanying Schedules held in the office of the Regional State Highway Manager, Transit New Zealand, Dunedin, and there available for public inspection, to be limited access road.

Schedule

1. The section of State Highway No. 6 in Queenstown Lakes District commencing at the Kawarau River Bridge (Route Position 978/0.00) and proceeding in a generally westerly direction to Hayes Creek (Route Position 983/5.72); a distance of 10.72 kilometres.
2. The entire length of State Highway No. 98 in Southland District and Invercargill City commencing at the intersection with State Highway No. 1 (Route Position 0/0.00) and proceeding in a generally westerly direction to the intersection with State Highway No. 6 and State Highway No. 99 (Route Position 0/21.62); a distance of 21.62 kilometres.

Signed at Wellington this 1st day of May 2000.

M. K. LAUDER, State Highway Control Manager, Transit New Zealand.

m3145

NOTICE NO: 3145

Schedule for Gazette Notice 3145 dated 4 May 2000, No. 46, page 1021 declaring State Highway to be Limited Access Road, State Highway 6, Kawarau River Bridge to Hayes Creek

Amended 19 July 2000 to reflect LINZ notice of requisition dated 13 July 2000 (Dealing Number 5002654) and to remove duplicate certificates of title.

[Signature]
M D O'Cain
Regional Manager
Transit New Zealand

Pursuant to a delegation from the Chairman of the
Transit New Zealand Authority

Pt Run 632 SO 19066 SO 1167 CT A2/1318	Lot 6 DP 21550, Lot 2 DP 26773 CT 18D/457
Lot 4 DP 21550 CT 13B/928	Lot 1 DP 26773 CT 18D/456
Lot 1 DP 21670 CT 13B/932	Lot 1 DP 22959 CT 15A/116
Lot 3 DP 21550 CT 13B/927	Lot 2 DP 21550 CT 13B/926
Pt sec 115 Blk VIII Shotover SD CT 14D/953	Lot 1 DP 21342 CT 13B/246
Lot 8, DP 22920 CT 14D/836	Lot 1 DP 18327 CT 10B/245
Lot 2 DP 22920 CT 14D/831	Lot 3 DP 21464 CT 13B/1281
Lot 4 DP 22920 CT 14D/832	Lot 1 DP 22920 CT 14D/830
Lot 6 DP 22920 CT 14D/834	Lot 3 DP 22920 CT 18A/730
Sec 137 Blk VIII Shotover SD CT 11D/712	Lot 5 DP 22920 CT 14D/833
Lot 2 DP 21572 CT 13B/695	Lot 7 DP 22920 CT 18A/731
Lot 1 DP 21572, Sec 120 Blk VIII Shotover SD Title not available on Terraviva or Terranet CT 13B/692	Lot 7 DP 22585 CT 14C/728
Pt Secs 8, 9, 10, 11, 12, 27, and 31, Blk IX Shotover SD CT 5B/438	Sec 3, Pt Sec 4, Sec 4, 16, 65 SO 728, Blk I, Kawarau SD CT 14D/287
Pt Sec 32 Blk IX Shotover SD, Lot 2 DP 17115 CT 10B/1081	Lot 1 DP 23862 CT 16A/787
Lot 1 DP 17115 CT 10B/1080	Lot 1 DP 15183 CT 5D/736
Lot 1 DP 22118 CT 14D/957	Pt Sec 13 SO 1505 CT 14D/963
Lot 3 DP 20570 CT 12B/404	Lot 2 DP 20570, Lot 1 DP 21162 CT 12D/1650
Lot 2 DP 9871 CT B1/605	Lot 1 DP 9052 CT 401/92
Pt Sec 15, 33, 36 Blk IX Shotover SD CT 18D/67	Lot 1 DP 20570 CT 12B/402

Lot 1 DP 20881 CT 13B/557	Lot 1 DP 9871 CT B1/604
Lot 1 DP 26610 CT 18D/66	Lot 2 DP 16183 CT 7C/299
Lot 1 DP 20074 CT 15A/889	Lot 1 DP 24012 CT 16A/618
Lot 1 DP 9264 CT 404/3	Pt Lot 1 DP 19664 CT 16A/619
Lot 1 DP 18313 CT 9B/377	Lot 1 DP 15434 CT 15C/58
Sec 68 Blk IX Shotover SD CT 8C/626	Pt Sec 53 Blk IX Shotover SD CT 400/219
Sec 51, Sec 52, Blk IX Shotover SD CT 5D/973	Pt Sec 2B, Blk VIII Shotover SD CT 92/200
Lot 2 DP 22585 CT 14C/724	Lot 5, DP 22585 CT 18C/1290
Lot 2 DP 27571 CT 19A/1136	Lot 1 DP 22176 CT 13D/774
Pt Sec 2 Blk VIII Shotover SD CT 126/121	Pt Lot 2 DP 18242 CT 15D/273
Lot 12 DP 18291 <i>Sec 3,4 + 60 Blk VIII Shotover SD</i> Title not available on Terraview or Terranet <i>28/1/85</i>	Sec 2A, Blk VIII Shotover SD CT 93/0262
Lot 1 DP 15996 CT 13A/1300	Sec 118 Blk VIII Shotover SD CT 8A/56
Sec 113 Blk VIII Shotover SD CT A1/950	Sec 136 Blk VIII Shotover SD CT 10B/248
Sec 1 SO 23647 CT 14B/797	Pt Sec 133 Blk VIII Shotover SD CT 15A/889
Sec 1 SO 6650 CT 14D/1080	Pt Sec 54 Blk VIII Shotover SD CT 13B/196
Sec 2 SO 6650 CT 14D/1081	Sec 49, 50 Blk IX Shotover SD CT 7A/854
Sec 19 Blk I Kowarau SD <i>Not in 386/62</i> CT 386/62	Lot 1 DP 21464 CT 15B/145
Lot 1 DP 24238 CT 16B/280	Lot 1 DP 22731 CT 14B/289
Lot 2 DP 24238 CT 16B/281	Sec 120 Blk VIII Shotover SD CT 13B/698
Lot 4 DP 22585 CT 14C/726	Sec 119 Blk VIII Shotover SD CT 13C/678
Sec 5 Blk VIII Shotover SD CT 373/159	Lot 1 DP 15183 <i>deleted</i> CT 5D/236
Lot 8 DP 22585 CT 18C/1291	Lot 3 DP 18541 CT 18B/971
Lot 1 DP 22024 CT 14B/175	Sec 66 BLK IX Shotover SD CT 2C/1075
Pt Sec 28 Blk IX Shotover SD CT 14B/176	

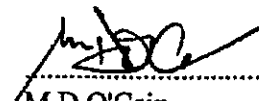
IN THE MATTER of Section 91 Transit New Zealand Act 1989

To: The District Land Registrar of the Otago District

PURSUANT to the Transit New Zealand Act 1989, Section 91, I M D O'Cain, Regional State Highway Manager, Transit New Zealand, Dunedin, hereby certify that the instrument attached is being lodged for and on behalf of the Crown and the fee charged would be payable directly or indirectly from the Crown Bank Account. Accordingly an exemption from the prescribed fees is claimed.

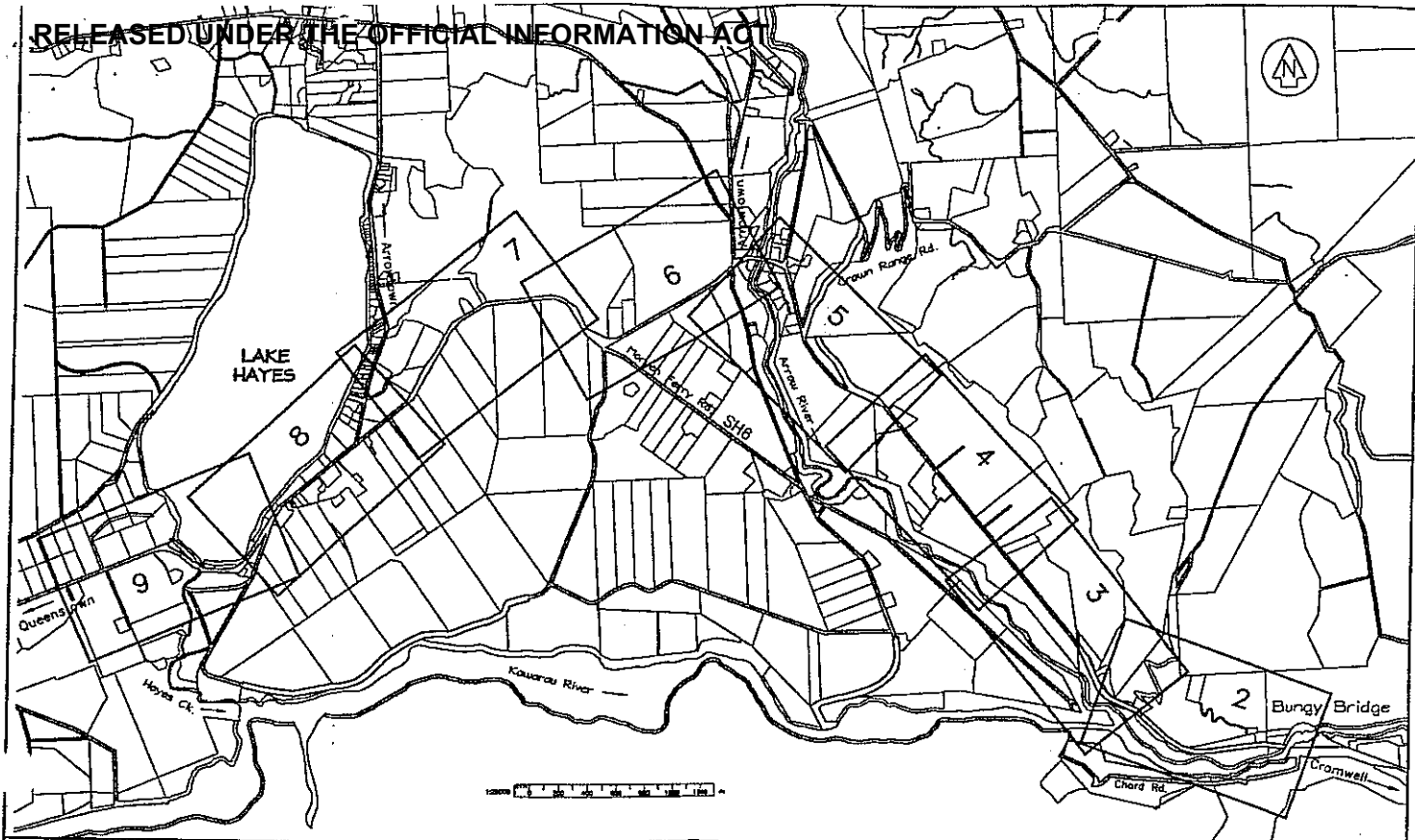
Dated this 22 nd day of May 2000



SIGNED for and on behalf of
TRANSIT NEW ZEALAND


.....
M D O'Cain
Regional State Highway Manager - Dunedin
(acting pursuant to delegated authority)

Dunedin Regional Office

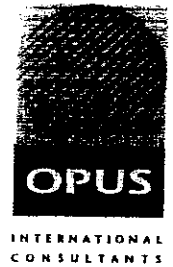
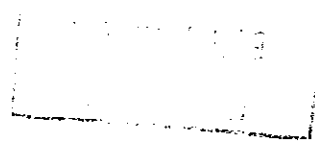
Level 2, Skeggs House • 62 - 66 Tennyson Street • PO Box 5241 • Dunedin • New Zealand
Telephone 03 477 8527 • Facsimile 03 477 9237



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	KEY PLAN				
	LAR A3 BORDER				

17 November 1999

The Manager
Knight Frank (NZ) Ltd
P O Box 27
Alexandra



Dear Ken

Pastoral Status Checks : LINZ Contract No's 50175 & 50177

In compliance with the above contracts I enclose copies of certified reports and plans for the following pastoral leases:

- a) The Wandle
- b) Glencoe Station
- c) Wyuna
- d) Glencoe

Yours faithfully

G Patrick
Property Consultant

g:\land status\pastoral contract\completed_reports_to_knight_frank_17_nov.doc

Opus International Consultants Limited
MREINZ, Dunedin Office
Quality Management Systems Certified to ISO 9001

144 Rattray Street
Private Bag 1913
Dunedin, New Zealand

Telephone (03) 474 8899
Facsimile (03) 474 8995
Website www.opus.co.nz

RELEASED UNDER THE OFFICIAL INFORMATION ACT
OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE

Project number

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50177 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.



LAND STATUS REPORT for Glencoe Station				LIPS Ref 12475
Property	1	of	1	

Land District	Otago
Legal Description	Sections 1, 3, 6, 8, 9, 11, 12, 13, 14, 15, 16, 17, and 19 Block VII Kawarau SD, Section 4, 7, 29 and 30 Block X Shotover SD and Runs 25, 37 and 39
Area	8579.1409 ha
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease P 144.
Instrument of title / lease	CL 386/62
Encumbrances	Memorandum of Transfer 834754 being a right to convey water in favour of The Arrow Irrigation Co Ltd.
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	3 November 1999
[Certification Attached]	

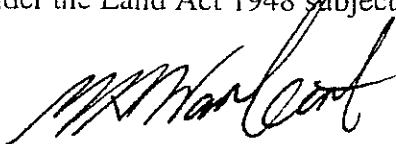
Prepared by	G Patrick
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

Certification – 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

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under the Land Act 1948 subject to Pastoral Lease registered as 386/62.



Max Haydn Warburton

Chief Surveyor

Land Information New Zealand, Dunedin.

9 / 11 / 1999

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.

File sighted – Memo of 17/9/1985 ADFO, Alexandra to CCL, Dunedin re Soho Creek. This does not warrant a Sec 58 strip.

File dates back to 1935 but was held on PR 1912 before this.

NB Terraview shows the boundary of Run 25 having a Sec 58 strip defined on the Interior Run Roll of 1880. No evidence could be found to support this. It appears that the Sec 58 strip was laid off on issue of CL 386/62.

The 1880 Interior Run Roll definition of the northeastern boundary of Run 25 is Golspie Burn and Soho Creek. A comparison of the cadastral and topographical information provided shows a variance between the two.

Part of Section 22 Block X Shotover SD held under CT 6B/895 [currently owned by B M Waters Farming Ltd] forms an enclave with the Pastoral Lease - Run 25 and Section 29 Block X Shotover SD. No report has been prepared for this freehold land.

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Research Data: Some Items may be not applicable

SDI Print Obtained	Yes / No
NZMS 261 Ref	F41
Local Authority	Queenstown Lakes District Council
Crown Acquisition Map	Kemp
SO Plan	Interior Run Roll 1880 [Sheet I.6] SO 12286 approved October 1956 being a plan of Run 39. SO 13041 approved July 1961 being a plan of Run 37 and Section 7 Block X Shotover SD. SO 1507 of November 1877 being a plan Sections 1- 5 Block X Shotover SD. SO 738 of February 1878 being a plan of Block VII Kawarau SD, SO 4633 of September 1860 being a plan of Sections 1, 7 and 8 Block VII Kawarau SD.
Relevant Gazette Notices	None found.
CT Ref / Lease Ref	1. 386/62[live] 2. Sighted but not copied prior reference CL 338/1 - 1/4/1947. 3. Memo of Renewal registered as 751310. 4. C113 Certificate registered as 562644. 5. Memo of Transfer 834754 [right to convey water].
Plan Index	Attached.
Legalisation Cards	No cards found for any of the SO's mentioned above.
CLR	Confirms pastoral status.
Allocation Maps (if applicable)	F41 - nothing shown.
VNZ Ref - if known	Not known.
Crown Grant Maps	Not searched.
If Subject land Marginal Strip : a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) Sec 24(3) b) Pre 1987 c) SO's 13041, 12286 & lease diagram.

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Research – continued

If Crown land – Check Irrigation Maps.	F41 – nothing shown.
Mining Maps	F41 – nothing shown.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc c) Gazette Ref	a) SO Plan - Not applicable. b) Proc Plan c) Gazette Ref
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) No information found on file. 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)