

## **Crown Pastoral Land Tenure Review**

**Lease name : HAWKS BURN STATION**

**Lease number : PO 043**

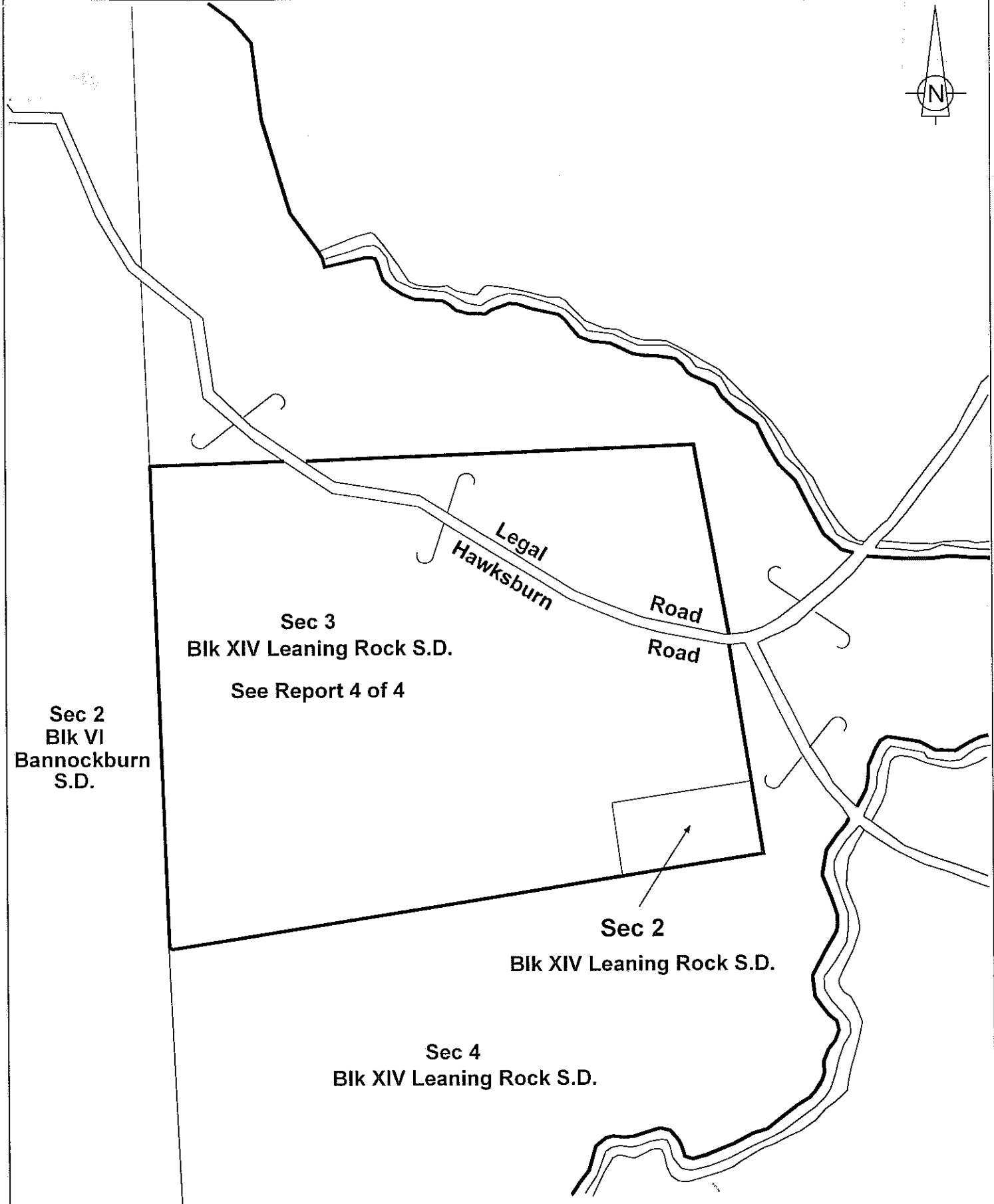
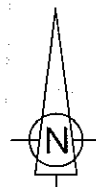
### **Due Diligence Report (including Status Report) - Part 2**

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

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

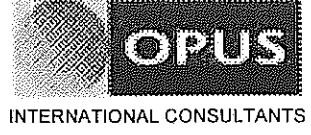
The report attached is released under the Official Information Act 1982.

**April 09**



Marginal Strip Subject to Sec 24 (9)  
Conservation Act 1987

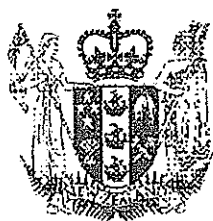
Version	1	2	3	4	5
Otago Land District	Sheet 4 of 4				
NZMS 260 G.42	Date 06/09/2001				



**Hawksburn**  
Scale 1 : 50000

0 200 400 600 800 1000m

Graphics by :  
TL Survey Services Ltd DUNEDIN



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



**Search Copy**

**Identifier** OT338/70  
**Land Registration District** Otago  
**Date Registered** 03 September 1954 03:00 pm

**Part-Cancelled**

**Prior References**  
 OT251/21 OT336/4

<b>Type</b>	Lease under s83 Land Act 1948	<b>Term</b>	Thirty-three years commencing on the first day of July 1952 and renewed for a further period of 33 years commencing on 1.7.1985
<b>Area</b>	7025.9953 hectares more or less		

**Legal Description** Section 1309R Block IV Bannockburn Survey District, Section 1309R Block VI Bannockburn Survey District, Run 339D, Run 339G, Section 1-3 Block VI Bannockburn Survey District and Section 4 Block XIV Leaning Rock Survey District

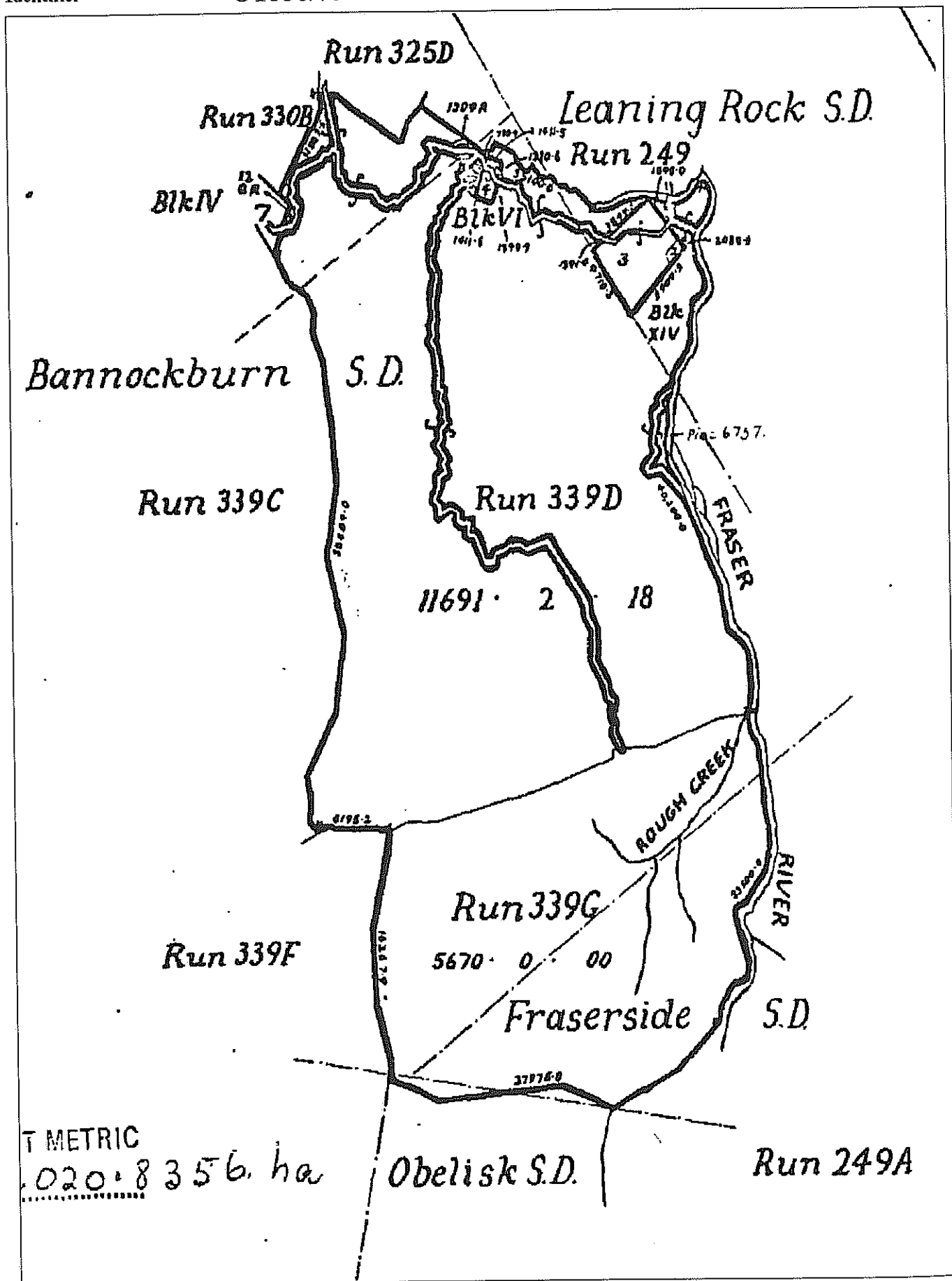
**Proprietors**  
 Hawksburn Station Limited

**Interests**

- 6757 Proclamation taking part Run 339D (12 acres 3 roods)(coloured red on diagram) for irrigation purposes - 18.3.1955 at 11.25 am
- 752525 Memorandum renewing the term and fixing (for the first 11 years) the annual rent at \$4,200 calculated on a rental value of \$280,000 - 20.4.1990 at 9.55 am
- 893970 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 24.10.1995 at 9.50 am
- 916779 Certificate Specifying Mining Rights under s417 Resource Management Act 1991 - 23.9.1996 at 9.03 am
- 5030234.1 Mining Certificate pursuant to Section 417 Resource Management Act 1991 to Kawarau Station - 20.3.2001 at 11:45 am
- 5032667.2 Variation of the within Lease - 30.3.2001 at 9:32 am
- 5032667.4 Mortgage to The National Bank of New Zealand Limited - 30.3.2001 at 9:32 am

Identifier

OT338/70



Hawksburn



# COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



R. W. Muir  
Registrar-General  
of Land

## Historical Search Copy

## Part-Cancelled

Identifier **OT338/70**  
Land Registration District **Otago**  
Date Registered 03 September 1954 03:00 pm

### Prior References

OT251/21                      OT336/4

<b>Type</b>	Lease under s83 Land Act 1948	<b>Term</b>	Thirty-three years commencing on the first day of July 1952 and renewed for a further period of 33 years commencing on 1.7.1985
<b>Area</b>	7025.9953 hectares more or less		

**Legal Description** Section 1309R Block IV Bannockburn Survey District, Section 1309R Block VI Bannockburn Survey District, Run 339D, Run 339G, Section 1-3 Block VI Bannockburn Survey District and Section 4 Block XIV Leaning Rock Survey District

### Original Proprietors

Philip Andrew Sheridan McElroy as to a 1/2 share  
Ronald Iverson George McElroy as to a 1/4 share  
Ronald Iverson George McElroy, Julia Ann Jopp and Philip Andrew Sheridan as to a 1/4 share as Executors

### Interests

- 24/8/01 Proc 15717 ✓ 6757 Proclamation taking part Run 339D (12 acres 3 roods)(coloured red on diagram) for irrigation purposes - 18.3.1955 at 11.25 am
- 15719 ✓ RCL 752525 Memorandum renewing the term and fixing (for the first 11 years) the annual rent at \$4,200 calculated on a rental value of \$280,000 - 20.4.1990 at 9.55 am
- 805969.3 Mortgage to The Rural Bank Limited - 27.5.1992 at 9.59 am
- 15721 ✓ AG 893970 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 24.10.1995 at 9.50 am
- C 417 ✓ 916779 Certificate Specifying Mining Rights under s417 Resource Management Act 1991 - 23.9.1996 at 9.03 am
- 15723 ✓ 5030234.1 Mining Certificate pursuant to Section 417 Resource Management Act 1991 to Kawarau Station - 20.3.2001 at 11:45 am
- 5032667.1 Discharge of Mortgage 805969.3 - 30.3.2001 at 9:32 am
- ✓ 5032667.2 Variation of the within Lease - 30.3.2001 at 9:32 am
- ✓ 5032667.3 Transfer to Hawksburn Station Limited - 30.3.2001 at 9:32 am
- 5032667.4 Mortgage to The National Bank of New Zealand Limited - 30.3.2001 at 9:32 am

Previous Lease - Renewal of (or in Exchange for) Lease registered in Vol. 251 fol. 21 and 336 fol. 4

NEW ZEALAND

LAND & DEEDS	
Date	3-SEP 1954
Time	3
Rate	£ 1 5
Block No.	60

Registered in the Register-book, Vol. 338 fol. 70  
 the 3 day of September 1954, at 3 o'clock.  
 M. J. [Signature]  
 Land Registrar.

Image Quality due to Condition of Original

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P. 143

This Deed, made the first day of March, one thousand nine hundred and fifty-two between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and ANDREW COLEMAN McLEROY (who, with his heirs and successors, is hereinafter referred to as "the Lessee"), of the other part, of Bannockburn, in the Dominion of New Zealand, 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 leave unto the Lessee all those pieces or parcels of land containing by admeasurement 17,361 acres 2 roods and 18 perches, a little more or less, situated in the Land District of Otago, and being Section 1309R, Blocks IV and VI, Bannockburn Survey District and Run 339D, Bannockburn and Leaning Rock Survey Districts and Run 339G, Bannockburn, Praseraside and Obelisk Survey Districts (hereinafter referred to as "the said land"), as the same 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-two, together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-two.

Diagram on separate sheet.

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 eighty pounds (£ 180 :- ) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£ ) by a deposit of (£ ) (the receipt of which sum is hereby acknowledged) and thereafter by (£ ) half-yearly instalments of pounds shillings and pence (£ : : ) on the 1st day of January and the 1st day of July in each year in the same manner as rent.

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

- THAT the Lessee will fully and punctually pay the rent hereinbefore reserved at the times and in the manner hereinbefore 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.
- 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.
- THAT the Lessee will hold and use the said land bona fide 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.
- 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.
- 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, 1949-1950.
- THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1926.
- THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
- 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.
- 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.
- 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.
- THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Nascetta Tussock Act, 1916, 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.
- 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.
- 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:-

- THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the mill.
- THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1918) 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 100 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.
- THAT upon the expiration by 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.



338/70  
38/70

- 338/70
- (4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
  - (5) 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 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 desired 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 ~~the number of sheep to be depastured on the said land during the winter months of any year for a dry sheep and of one and a half for breeding ewes~~
  - (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 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 Lessor, then the Land Settlement Board may, subject to the provisions of section 148 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 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.

Image Quality due to Condition of Original

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

N11

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. H. Mitchell  
Occupation: Bank Clerk & Surveyor, Dunedin  
Address: Dunedin

A. E. Hoare  
Commissioner of Crown Lands.

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

Witness: J. G. ...  
Occupation: Postmaster  
Address: Bannockburn

R. B. ...  
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 25% (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may by notice in writing permit the lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

A. E. Hoare  
Commissioner of Crown Lands.

R. B. ...  
Lessee.

Proclamation 4757 Taking the Leasehold estate in part New 339 D (120 ac) for irrigation purposes registered 15 March 1955 at 11.25am

389510 Mortgage to The Trustees Executors and Agency Company of New Zealand Limited - 27.7.1972 at 11.55 am. A.L.R.

237532 Transfer Andrew Coleman McElroy to Ronald Friensen Geare McElroy of Bannockburn, Sheep farmer, and The Trustees Executors and Agency Company of New Zealand as tenants in common in equal shares. Produced 5.9.1961 at 2.48 pm.

467570 Variation of Mortgage 389510 - 21.10.1976 at 10.47 am. A.L.R.

237534 Mortgage to the Proprietors to Andrew Coleman McElroy. Produced 5.9.1961 at 3.00 pm.

550067 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 23.7.81 at 11.36 am. A.L.R.

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. A.L.R.

567499/1 Variation of Mortgage 550067 - 9.12.1981 at 9.38 am. A.L.R.

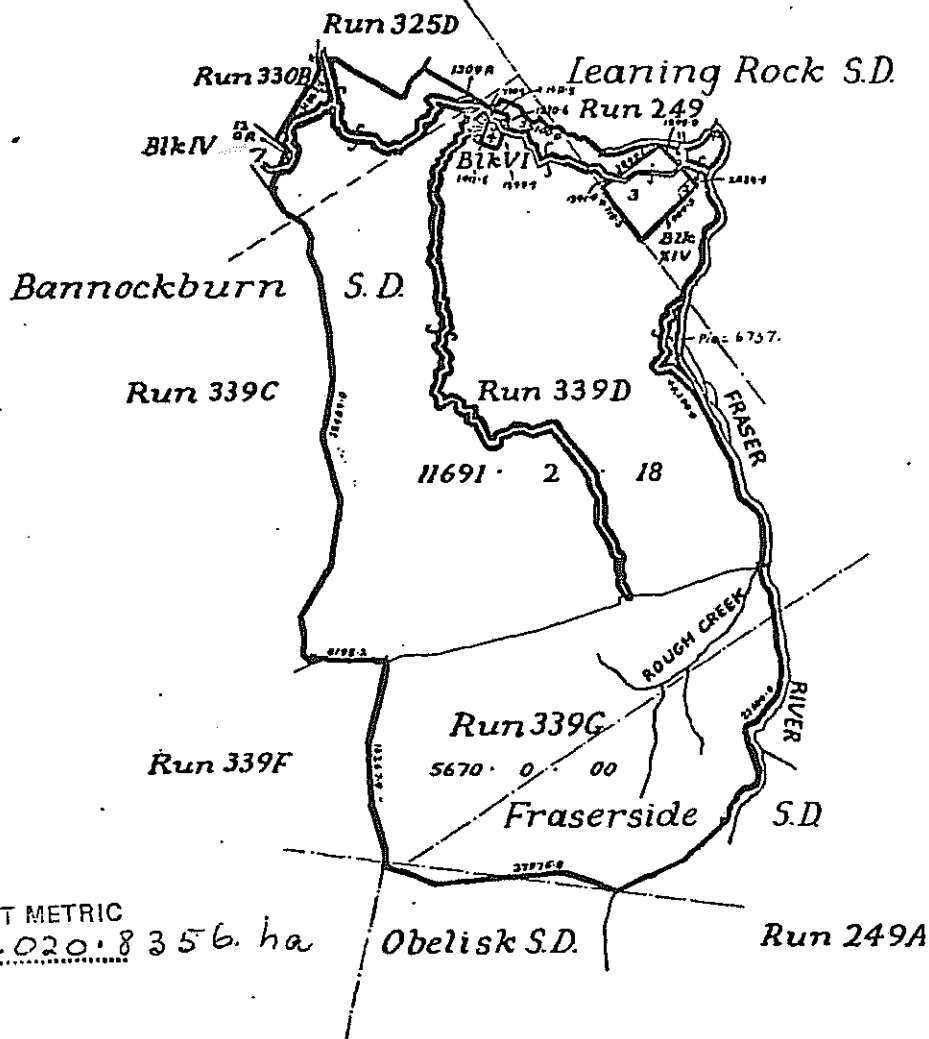
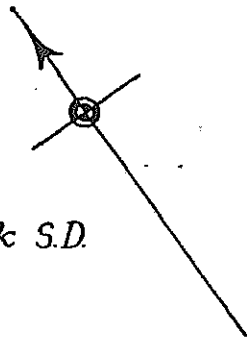
387497 Transmission to The Trustees Executors and Agency Company of New Zealand Limited as executor entered 19.6.1972 at 2.10 pm. A.L.R.

567493/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 9.12.1981 at 9.38 am. A.L.R.

DISCHARGED - 7 APR 1980 A.L.R.

OVER.....

338/70



EQUIVALENT METRIC AREA IS 7,020.8356 ha

Total Area: 17361 · 2 · 18  
 12 · 3 · 00 - Pinc. 6757  
 173 + 8a · 3a · 18p · 4

Sec 1309R Blks IV & VI Bannockburn S.D & Run 339D  
 Bannockburn & Leaning Rock S.D's & Run 339G  
 Bannockburn, Fraserside & Obelisk S.D's.

Scale: 80 Chains to an Inch.



578085/1 Transfer of their 1/2 share  
The Trustees Executors and Agency  
Company of New Zealand Limited to  
Philip Andrew Sheridan McElroy of  
Bannockburn Farmer - 24.6.1982 at  
10.37 am

*[Handwritten signature]*  
A.L.R.

578085/2 Mortgage to the Rural Banking  
and Finance Corporation of New Zealand  
- 24.6.1982 at 10.37 am

REGISTERED  
DEED  
1982

*[Handwritten signature]*  
A.L.R.

805969/1 Transmission of the 1/4 share  
of Marcia Jean McElroy to Peter Redmond  
McConnell of Alexandra Solicitor, Ronald  
Iverson George McElroy abovenamed, Julia  
Ann Joppof Moutere Married Woman and  
Philip Andrew Sheridan McElroy  
abovenamed as Executors - 27.5.1992 at  
9.59am

*[Handwritten signature]*  
A.L.R.

805969/3 Mortgage to The Rural Bank  
Limited - 27.3.1992 at 9.59am

*[Handwritten signature]*  
A.L.R.

617111 Prospecting Licence under the  
Mining Act 1971 affecting part Run339D  
in favour of Alex Mining Company  
Limited for a term of 3 years commencing  
20.6.1984 - 25.6.1984 at 10.01 am  
See Volume 9D/88

Expired

1981

*[Handwritten signature]*  
A.L.R.

892961 Land Improvement  
Agreement under the Soil  
Conservation and Rivers Control  
Act 1941 - 9.10.1995 at 9.31 am

REGISTERED  
ALR

A.L.R.

Parts of the within land are now known as Section  
1 (2450 ha), Section 2 (2000 ha) and Section  
3 (180 ha) Block VI Bannockburn Survey District  
and Crown land adjoining part of the within  
land is now known as Section 4 Block VI Bannockburn  
Survey District (2023 m<sup>2</sup>) - 21.8.1986 at 2.00pm  
See Re-Appellation 661830/3

15811  
24/8/01

*[Handwritten signature]*  
A.L.R.

893970 Land Improvement Agreement  
under the Soil Conservation and  
Rivers Control Act 1941 -  
24.10.1995 at 9.50 am

*[Handwritten signature]*  
A.L.R.

696351 Mining Licence under the Mining Act  
1971 affecting part of the within land in  
favour of Ronald E. Casdale Jackson and Terence  
Patrick Holland for a term of ten years  
commencing on 1.1.1988 - 17.2.1988 at 9.11am.  
See Volume 9D Folio 236

SUBRA

*[Handwritten signature]*  
A.L.R.

916779 Certificate pursuant to Section  
417 Resource Management Act 1991 -  
23.9.1996 at 9.03am

*[Handwritten signature]*  
A.L.R.

713229 Transfer of a 1/2 of his 1/2 share Ronald  
Iverson George McElroy to Marcia Jean McElroy  
of Bannockburn, Married Woman - 6.10.1988 at  
9.19am

Entered in  
Index 1985

*[Handwritten signature]*  
A.L.R.

939375.1 Exploration Permit under the  
Crown Minerals Act 1991 for the duration  
of 5 years commencing on the 30.10.1997  
- 11.11.1997 at 12.15  
CT 9D/599 issued

REGISTERED  
ALR

*[Handwritten signature]*  
for DLR

752525 Memorandum renewing the term  
of the within lease for a further  
period of 33 years commencing on  
1.7.1985 and fixing (for the first  
11 years) the annual rent at \$4,200  
calculated on a rental value of  
\$280,000 - 20.4.1990 at 9.55am

*[Handwritten signature]*  
A.L.R.

978236.1 Transmission of the 1/4  
share of Peter Redmond McConnell,  
Ronald Iverson George McElroy,  
Julia Ann Jopp and Philip Andrew  
Sheridan McElroy to Ronald  
Iverson George McElroy, Julia Ann  
Jopp and Philip Andrew Sheridan  
as Survivors  
12.11.1999 at 11.17

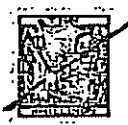
*[Handwritten signature]*  
for RGL



Reference, Vol. 163, folio 62.

25/1/31

NEW ZEALAND.



(Lands Form L. 4.)  
Register Book.

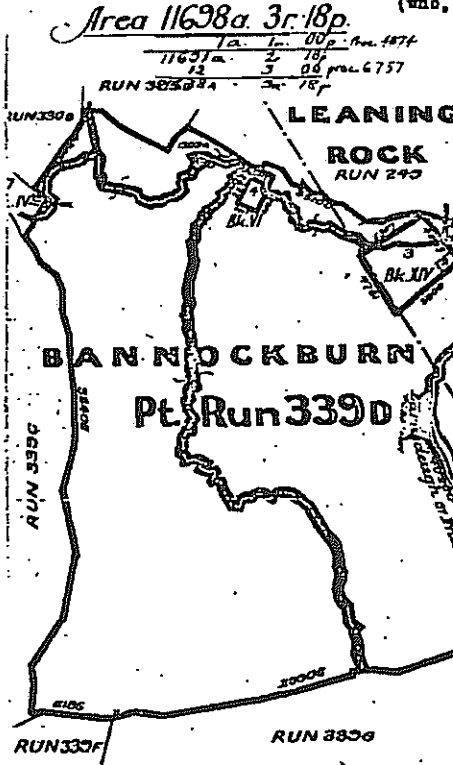
Vol 251 Fol 21

No. 1006. National Endowment.

LEASE OF SMALL GRAZING-RUN.

Under the Land Act, 1924.

This Deed, made the first day of March, 1931, between His Majesty King George the Fifth (who, with his heirs, and successors, is and are herein referred to as "the lessor"), of the one part, and HERBERT SIMPSON CORSON and FREDERICK DAVID CORSON, both of BANNOCKBURN (as tenants in common in equal shares), (who, with their executors, administrators, and assigns, are hereinafter referred to as "the lessees,"



of the other part, Witnesseth that, in consideration of the rents, covenants, conditions, and agreements hereinafter reserved, contained, and implied, and on the part of the lessees to be paid, observed, and performed, the lessor doth hereby demise and lease unto the lessees all that area of Crown lands

containing by estimation Eleven thousand six hundred and ninety-eight (11698) acres Three (3) roods eighteen (18) poles and being Run numbered Three hundred and thirty-nine D (339D), and Section 1309B, Blocks IV and VI, Bannockburn Survey District, in the Land District of Otago

in the Dominion of New Zealand, as the said land is delineated on the plan in the Lands and Survey Office at Dunedin, and also on the

plan drawn in the margin hereof and bordered green; together with all rights, easements, and appurtenances to the said land belonging or appertaining: To hold the same as a small grazing-run for pastoral purposes unto the lessees for the term of twenty-one years, computed from the first day of March, 1931, subject, however, to the covenants contained and expressed in sections eighty-four and eighty-five of the Property Law Act, 1908, in relation to the payment of rent and the power of distress, and subject also to the several provisions and stipulations set forth in section two hundred and thirty of the Land Act, 1924 (hereinafter called "the said Act"), and to all the provisions of Part V of the said Act relating to small grazing-runs, and to all other the provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessees in respect of the land and premises hereby demised, or the rights and powers of the lessor, or any person or authority in his behalf, in relation to the said land and premises, and whether arising under the said Act, or these presents, or otherwise howsoever: Holding and paying therefor

unto the lessor, during the continuance of such term, the annual rent of Two hundred and eighty pounds (\$ 280 : 0 : 0 ).

Equal half-yearly payments in advance, on the first day of March and the first day of September in each year, clear of all rates, taxes, and deductions whatsoever. The first of such payments having

been made to the Receiver of Land Revenue at Dunedin on behalf of the lessor, the next to become due and be made on the first day of March, 1931; and in the

manner required by the said Act. And the lessees doth hereby, for themselves, their heirs, executors, administrators, and assigns, covenant with the lessor that they, the lessees, shall and

will pay the yearly rent of Two hundred and eighty pounds (\$ 280 : 0 : 0 ), hereinbefore reserved, at the times and in manner aforesaid, and will, in relation

to the premises hereby demised, perform, observe, and keep the several covenants and conditions herein contained or implied, and on the lessees' part to be performed, observed, and kept respectively; and will in all respects abide by and conform to the provisions of the said Act relative to small grazing-runs, and also abide by and conform to all other provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessees in respect of the land and premises hereby demised. This lease is issued under the provisions of Section 234 of the Land Act, 1924, as a renewal of Small Grazing-run lease no. 610.

In witness whereof the Commissioner of Crown Lands for the Land District of Otago (in pursuance of the authority vested in him by the said Act), for and on behalf of the lessor, and the lessees, have hereunto set their hands the day and year first above written.

EQUIVALENT METRIC AREA IS 4726.2680 ha. Scale 1 mile to an inch.

Signed by NORMAN CHARLES KEESINGTON, the Commissioner of Crown Lands for the Land District of OTAGO, on behalf of the lessor, in the presence of

*N. C. Keesington*  
Commissioner of Crown Lands.

Signed by the said HERBERT SIMPSON CORSON in the presence of: Witness: Occupation: Address:

Signed by the said FREDERICK DAVID CORSON in the presence of: Witness: Occupation: Address:

251/ 21

Correct for the purposes of the Land Transfer Act.

Mortgage No. 209281 of Common Lease  
L. 1889/26 at 11:30 a.m.  
Produced by Frederick David Corson  
District Land Registrar

No. 1006. National Endowment.

Dated 1st March, 1931.

Continuation of Mortgage No. 209281  
8th April 1930 at 11:30 a.m.  
Produced by Frederick David Corson  
District Land Registrar

His Majesty the King

TO  
HERBERT SIMPSON CORSON and  
FREDERICK DAVID CORSON.

Mortgage No. 93572 of Common Lease  
Vol. 12 fol. 62. Herbert Simpson  
Corson and Frederick David Corson  
District Land Registrar

LEASE

DISCHARGED  
MUSEUM

Part of  
Of/Run No. 339D and Section 1309B,  
Blocks IV and VI, Bannockburn S.D.  
Land District of Otago.

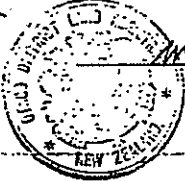
Under the Land Act, 1924.

Twenty-one years from 1st March, 1931.

Transfer No. 11464 of Herbert Simpson  
Corson and Frederick David  
Corson to Andrew Coleman  
by Elroy Wright Stephenson  
produced 12th July 1935 at 2:30 p.m.  
MUSEUM

Entered at 12 o'clock on the 11th day  
September, 1931.

Mortgage No. 9342 of Andrew Coleman  
by Elroy Wright Stephenson  
produced 12th July 1935 at 2:30 p.m.  
MUSEUM



M. Whelan  
District Land Registrar.

Variation of terms of mortgage  
No. 9281 produced 12th July  
1935 at 2:30 p.m.  
MUSEUM

Transfer No. 11464 of mortgage  
No. 9281 to Robert Cameron  
by Elroy Wright Stephenson  
produced 12th July 1935  
at 2:30 p.m.  
MUSEUM

Proclamation 4074 taking for the  
purpose of a road the part Run  
3390 coloured red being from 26a  
June 1939 registered 30th June 1929 at  
9.30 a.m.  
MUSEUM

← 17112

Reduction of Principal of  
Mortgage No. 9281 produced 12th  
June 1945 at 12 o'clock  
MUSEUM

X No. 2400 Certificate by The  
Commissioner of Crown Lands  
reducing capital value to £3,800  
and the yearly rent to £190 from 1st  
July 1942 produced 1st February 1945  
at 10 a.m.  
MUSEUM

Mortgage No. 127352 Andrew Coleman  
McElroy to Elroy Wright Stephenson  
Farmers' Fertiliser and Investment  
Company produced 3rd  
April 1947 at 10 a.m.  
MUSEUM

New Pastoral lease issued  
see Vol 338 folio 70



NEW ZEALAND.

(Crown Lands Form No. 38c)

Register-Book.

Vol. 163 Fol. 62

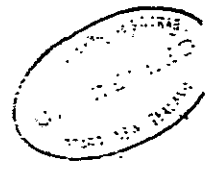
163/62



No. 610

LEASE OF SMALL GRAZING-RUN.

UNDER "THE LAND ACT, 1908."



This Deed,

made the twentieth day of February, 1910; between His Majesty King Edward the Seventh (who, with His heirs and successors, is and are herein referred to as "the lessor"), of the one part, and David Robert Borson (who of Dunedin, in the Land District of Otago, Accountant, hereinafter referred to as "the lessee")

with his executors, administrators, and assigns is hereinafter referred to as "the lessee") of the other part, Witnesseth that, in consideration of the rents, covenants, conditions, and agreements hereinafter reserved, contained, and 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 that area of Crown lands containing by estimation seven thousand and seven hundred (1700) acres, more or less, and being Run No. 104 in the Land District of Otago, in the Dominion of New Zealand, as the said land is delineated on the plan in the Crown Lands Office at Dunedin, and also on the plan drawn in the margin hereof and bordered by ...

... together with all rights, easements, and appurtenances to the said land belonging or appertaining: To hold the same as a small grazing-run for pastoral purposes unto the lessee for the term of twenty-one years, computed from the first day of March, 1910, subject, however, to the covenants contained and expressed in sections eighty-four and eighty-five of "The Property Law Act, 1908," in relation to the payment of rent and the power of distress, and subject also to the several provisions and stipulations set forth in section two hundred and thirteen of "The Land Act, 1908," and to all the provisions of Part V. of the said Act relating to small grazing-runs, and to all other the provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised, or the rights and powers of the lessor or any person or authority in His behalf in relation to the said land and premises, and whether arising under the said Act or these presents, or otherwise howsoever: Holding and paying therefor unto the lessor, during the continuance of such term, the annual rent of two hundred and forty pounds (£ 240 : 0 : 0 ), by equal half-yearly payments in advance, on the first day of March and the first day of September in each year, clear of all rates, taxes, and deductions whatsoever. The first of such payments having been made to the Receiver of Land Revenue at Dunedin on behalf of the lessor, the next to become due and be made on the first day of September next in the manner required by "The Land Act, 1908." And the lessee doth hereby, for himself, his heirs, executors, administrators, and assigns, covenant with the lessor that he, the lessee, shall and will pay the yearly rent of two hundred and forty pounds (£ 240 : 0 : 0 ), hereinbefore reserved, at the times and in manner aforesaid, and will, in relation to the premises hereby demised, perform, observe, and keep the several covenants and conditions herein contained or implied and on the lessee's part to be performed, observed, and kept respectively; and will in all respects abide by and conform to the provisions of "The Land Act, 1908," relative to small grazing-runs, and also abide by and conform to all other provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised.

In witness whereof the Commissioner of Crown Lands for the Land District of Otago (in pursuance of the authority vested in him by the said Act), for and on behalf of the lessor, and the lessee, have hereunto set their hands the day and year first above written.

Signed by Ernest Herbert Wilmet

the Commissioner of Crown Lands for the Land District of Otago on behalf of the lessor, in the presence of J. D. Hay

Signed by the said David Robert Borson

in the presence of J. D. Hay

Ernest Herbert Wilmet Commissioner of Crown Lands.

David Robert Borson the above named lessee, doth hereby accept this lease of the above described lands to be held by me, as aforesaid, and subject to the conditions, restrictions, and covenants above set forth.

D. R. Borson Lessee.

I, the above named lessee, do hereby accept this lease of the above described lands to be held by me as tenant, and subject to the conditions, restrictions, and covenants above set forth.

Transfer of 1/2 part of land Robert Corson to Rodrick Cameron of Palmerston sheep farmer produced 27/5/30 at 10:30.

No. 610

163/ 62

Correct for the purposes of the Land Transfer Act.

DATED 28th February 1910

Mortgage No 93572 Herbert Simpson Corson and Frederick Corson Corson to Lewis Robert Corson produced 9th April 1910 at 2:30. New Lease Vol 251 folio 21

DISCHARGED. Robert Corson produced 27/5/30 at 10:30.

His Majesty the King

David Robert Corson Land District of Otago

LEASE

Mortgage No 59102 of Mortgage No 2325 David Robert Corson to Alice Corson and Horatio Nelson produced 25/7/20 at 11:20.

Of Itun No. 339 D Land District of Otago

Under "The Land Act, 1908."

Twenty-one years from 1st March, 1910.

Transfer of 1/2 part of Rodrick Cameron to Alice Corson of Bannockburn District produced 28th October 1925 at 2:30.

Mortgage No 19201 Alice Corson to Rodrick Cameron produced 28th October 1925 at 2:30.

Mortgage of 1927 of Mortgage No 69281 David Cameron & Charles Joseph Corson produced 28th October 1927 at 11:11.

Entered at 3 o'clock on the 4th day

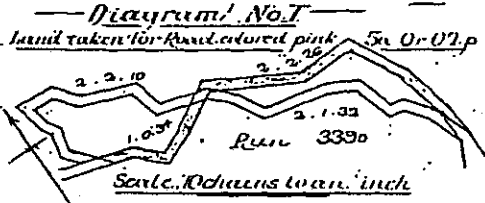
No 3637 Proclamation produced 10th February 1927... part of a Road (coloured green on copy of P.M.S. 70904) beginning a way through the within described land and taking part of within described land from Road (see Diagram No 1 hereon) Arthur Morgan



17125

EQUIVALENT METRIC AREA IS 4.734.8220 ha

Area 11700 acres



3306 325d

BANNOCKBURN

Run 339 D

LEANING ROCK

249

No 553 Certificate by the Commissioners of Crown Lands whereby section 1209K Block IV and V Bannockburn Survey District containing 3 acres 3 rods 20 poles the part coloured green on Diagram No 1 hereon is incorporated in within lease produced 28th June 1929 at 11:50.

Transfer No 102799 Alice Corson to Herbert Simpson Corson and Frederick David 339 F Corson of Bannockburn Farmers Workers co-tenants in common in equal shares produced 30th July 1929 at 2:45.

New Lease No 339 G

Scale: 1 inch = 100 feet

Extension of mortgage No 69281 produced 8th April 1930 at 11:30.





DocID: 110187821

ORC FILE 99308, MC030



### CERTIFICATE UNDER S. 417 OF THE RESOURCE MANAGEMENT ACT 1991

oOo

Pursuant to Section 417(2) of the Resource Management Act 1991, the Otago Regional Council hereby certifies that:

Kawarau Station  
C/- Richard John Anderson  
RD2  
Cromwell

being registered as holder of Licences for a Water Race Numbers WR1725, BR3330, DR5397, DR6320 and BR8108, Cromwell. Registry of the Warden's Court, are entitled to cut, construct, and maintain a race, to use as a race a natural channel (but only where that channel has been so used under the licences); to occupy (but only for the purposes of the construction, maintenance, and improvement of the race) the land forming the course of the race plus a strip 6.1 metres wide (20 feet) along the entire length of the race, and measured either wholly on one side of its course or partly on one side and partly on the other, so that the total on both sides does not exceed 6.1 metres; to deposit within those strips any material removed from the race in the course of maintaining and improving it, and to convey water in the race, across the lands described in the Schedule, as indicated on the attached diagram.

NB: DR6320 are a set of conditions that relate to the use of DR5397 on sections 2, 4 and 6, Block IV, Bannockburn SD. These are included in a copy of the licence appended to this certificate.

The Common Seal of the Otago Regional Council



*M E Weaver*  
M E Weaver  
Manager Resource Administration

*R W Scott*  
R W Scott  
Director Corporate Services

*M L Rosson*  
M L Rosson  
Chairperson

dated this 23 day of June, 2000



**LAND SCHEDULE FOR SECTION 417 CERTIFICATE -  
KAWARAU STATION**

	<b>Legal Description:</b>	<b>CT Number:</b>	<b>Regd Proprietor:</b>
<b>A</b>	Run 330B Blk IV now known as Blk 3 Bannockburn SD	338/81	Donald William & Marion Isabelle Clarke
<b>B</b>	Sec 15 Blk IV Bannockburn SD	338/81	Donald William & Marion Isabelle Clarke
<b>C</b>	Sec 2 Blk IV Bannockburn SD	14B/95	Edgar Parcell
<b>D</b>	Sec 4 Blk IV Bannockburn SD	14C/1128	Gail Elizabeth De Jong & Christopher Johannes De Jong
<b>E, H</b>	Sec 6 Blk IV Bannockburn SD	14C/502	Edgar Parcell
<b>F, L</b>	Run 399C Blk VI	338/40	Duncan George & Rae Henderson
<b>I, J</b>	Sec 7 Blk IV Bannockburn SD	11D/778	Duncan George & Rae Henderson
<b>K</b>	Pt Run 339D Blk IV	338/70	Julie Ann Jopp, Peter Redmond McConnell, Phillip Andrew Stephen McElroy, Ronald Iverson, George McElroy
<b>N</b>	Pt Run 330A Reserve Hawksburn Road in Section 7 Reserve Hawksburn Road between Section 15 & Run 330B Reserve Nevis Road in Run 330B Crosses under WR2832Cr in Run 339D	A2/1218	Kawarau Station Limited Central Otago District Council Central Otago District Council Central Otago District Council WR2832Cr is held by Duncan George & Rae Henderson

ricktown

Pt Run 330A  
SO 785  
4814.1252  
28441/11300

Pt Run 330A  
SO 785  
4814.1252  
28441/11300

Pt Run 330B  
(NOW KNOWN AS  
SEC 3 BLK 3  
BANNOCKBURN S.D.)

Sec 15 Blk IV  
BANNOCKBURN SD  
SO 21788  
885.0000  
28441/12900

Sec 15 Blk IV  
BANNOCKBURN S  
SO 21788  
885.0000  
28441/12900

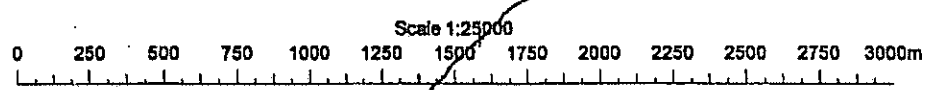
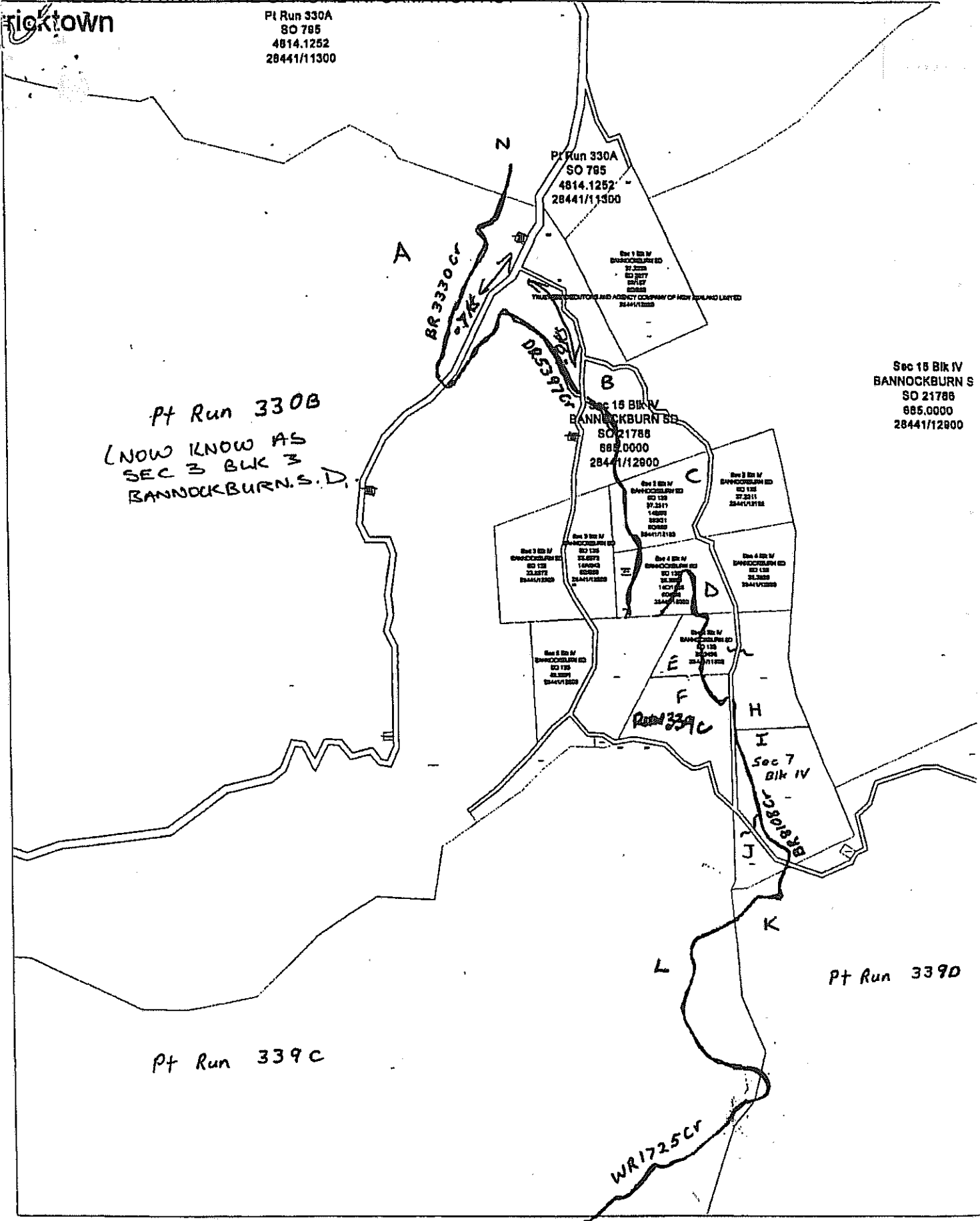




Image Quality due to Condition of Original

*Received by Mr. J. H. ...*

NEW ZEALAND.

[Crown Lands B.-2.]



336

4

PLAN OF RUN No. \_\_\_\_\_

No. 1701.

### License to occupy Crown Lands for Pastoral Purposes.

Whereas ANDREW COLEMAN McELROY .....

... of GLYDE FARMER, ...  
... been granted  
hath purchased at auction, under the provisions of the Land Act, 1908, and its amendments, a License to occupy for Pastoral Purposes all that area of Crown lands containing by estimation Five thousand six hundred and seventy (5670) acres, more or less, and being Run number ed Three hundred and thirty-nine G (339G), classed as pastoral - agricultural land, in terms of section 325 thereof, situate in the County of Vincent, in the Land District of Otago, New Zealand, as the same is delineated on the plan in the District Lands and Survey Office, Dunedin, as shown in the margin hereof, and hath paid the sum of Twenty-five pounds (£ 25 : - : -), being the first half-year's rent in advance for such Run: The said

ANDREW COLEMAN McELROY is hereby licensed to occupy the said land for pastoral purposes for the term of thirty-five (35) years, to be computed from the first day of March 19 24 subject to all the provisions and conditions of the Land Act, 1908, and its amendments, so far as applicable hereto, and subject also to the payment of an annual rent of Fifty pounds (£ 50 : - : -), in equal parts, half-yearly in advance, on the first day of March and the first day of September in each and every year, payment for the first half-year's rent having already been made, and the next of such half-yearly payments to be made on the first day of September, 19 24.

Subject also to the conditions following, viz:

- (1.) That if the licensee or any person claiming through or under him shall make or cause to be made any agreement or contract, or shall give or take any negotiable security for the purpose of defeating or evading the provisions of the Land Act, 1908, in any way whatsoever directly or indirectly commit or be privy to a fraud upon, the Land Act, 1908, and its amendments, this license shall be liable to be forfeited and revoked;
- (2.) That the licensee shall prevent the destruction or burning of timber on the land comprised in this license, except as provided by section 237 of the Land Act, 1908;
- (3.) That the licensee shall prevent the growth or spread of gorse, broom, and sweetbrier, on the land comprised in this license, and shall with all reasonable speed remove or cause to be removed all gorse, broom, or other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands; and
- (4.) That the licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.

This License is issued as a renewal of Pastoral License No. 1396 in terms of Section 56 of the Land Laws Amendment Act, 1913.

And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act, 1908, and its amendments, and the provisions of those Acts applicable to such licenses shall apply hereto as fully and effectually as if the same had been made herein at length.

In witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the Otago Land District, hath hereunto set his hand and seal, this first day of March, 19 24.

*Robert ...*  
Commissioner of Crown Lands.

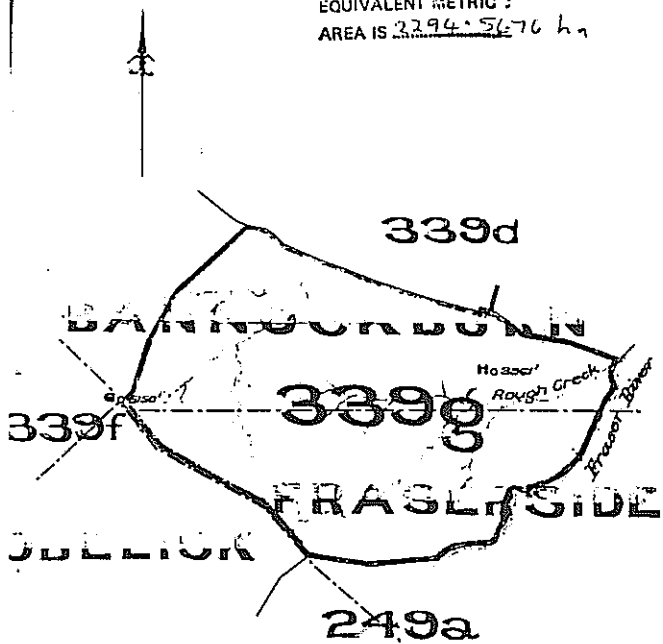
I, ANDREW COLEMAN McELROY, the above-named licensee, hereby accept this license on the terms and conditions specified therein.

*Andrew C. McElroy*  
Licensee.

1701/10/19-17243

*Area 5670 acres*

EQUIVALENT METRIC :  
AREA IS 2294.5670 ha



Scale: 1 mile = 1 inch.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

The Board of the Otago Land District has this day consented to the transfer of the land within the limits of the Otago Land District from Andrew Colman, Pastoralist, to Robert Colman, Farmer, as indicated in the written license from Andrew Colman, Pastoralist, to Robert Colman, Farmer, dated at Dunedin this 24th day of June 1922.

*AS A WITNESS*

The Land Board of the Otago Land District has this day consented to the transfer of the land within the limits of the Otago Land District from Andrew Colman, Pastoralist, to Robert Colman, Farmer, as indicated in the written license from Andrew Colman, Pastoralist, to Robert Colman, Farmer, dated at Dunedin this 12th day of June 1922.

*J. Macdonald*  
Deputy Commissioner of Crown Lands.

The Land Board of the Otago Land District has consented to the transfer of the land within written license from David Robert Colman, Sheep Farmer, to Frederick Hamilton, Farmer, as indicated in the written license from David Robert Colman, Sheep Farmer, to Frederick Hamilton, Farmer, dated at DUNEDIN this 10th day of July 1924.

*A. C. Cameron*  
Commissioner of Crown Lands.

The Land Board of the Otago Land District has consented to the transfer of the land within written license from Robert Colman, Farmer, to Robert Colman, Farmer, as indicated in the written license from Robert Colman, Farmer, to Robert Colman, Farmer, dated at DUNEDIN this 10th day of July 1924.

*A. C. Cameron*  
Commissioner of Crown Lands.

The Land Board of the Otago Land District has consented to the Memorandum of Reduction of Mortgage dated the 26th day of March, 1924, and affecting Mortgage No. 200, dated at Dunedin this 27th day of June, 1924.

*A. C. Cameron*  
Commissioner of Crown Lands.

The Land Board of the Otago Land District has consented to the transfer of the land within written license from Andrew Colman, Pastoralist, to Robert Colman, Farmer, as indicated in the written license from Andrew Colman, Pastoralist, to Robert Colman, Farmer, dated at DUNEDIN this 23rd day of June 1924.

*A. C. Cameron*  
Commissioner of Crown Lands.

The Land Board of the Otago Land District has consented to the transfer of the land within written license from Andrew Colman, Pastoralist, to Robert Colman, Farmer, as indicated in the written license from Andrew Colman, Pastoralist, to Robert Colman, Farmer, dated at DUNEDIN this 27th day of May 1927.

*A. C. Cameron*  
Commissioner of Crown Lands.

PASTURAGE LICENSE.

ANDREW COLMAN PASTORALIST.

DUNEDIN.

COMMISSIONER OF CROWN LANDS.

1924.

P.R.1701. 336/A

Dated 1st March 1924.

X 16187, Surrender of urban lease renewed 3rd Feb 1914 at 100/1000.

New Pastoralist License No. 70

RELEASED UNDER THE OFFICIAL INFORMATION ACT

9D/599

No: 40 386

Date and Time Received

Crown Minerals (Forms — Other Than for Petroleum)  
Regulations 1992  
Form 3

NOTICE OF SURRENDER OR PARTIAL  
SURRENDER OF PERMIT  
(OTHER THAN FOR PETROLEUM)

Section 40, Crown Minerals Act 1991

Secretary of Commerce  
PO Box 1473  
WELLINGTON

98 11 10 08 22

Note: Original plus 1 copy required:

Permit number: EP40-386 Hawksburn

Permit Holder

Name of permit holder: Prophecy Mining Limited

Address for service: 541 Parnell Road, Parnell, Auckland, New Zealand

Telephone: (09) 303-1893 Fax: (09) 303-1612

Permit holder's telephone: as above Fax: as above

Registered office of permit holder (if any): as above

Area Being Surrendered

Is the entire permit being surrendered?  YES  NO


If no, please supply a cadastral description of the land being surrendered: \_\_\_\_\_

If a partial surrender, plan of area being surrendered (Attach 2 copies): \_\_\_\_\_

I, the undersigned, being the holder of permit number 40-386 or the duly authorised agent of the permit holder, hereby give notice that I surrender the land described above to which this permit relates, and hereby certify that all of the above particulars are correct.

Signed at Auckland this sixth day of November 19 98

PROPHECY MINING LTD  
Nathan House  
541 Parnell Road, Parnell  
Auckland NZ

  
(Signature of permit holder)  
DIRECTOR

THE FEE PRESCRIBED IN THE CROWN MINERALS (FEES) REGULATIONS 1991 MUST ACCOMPANY THIS NOTICE OF SURRENDER

For notes on preparation of this notice, see overleaf.

Surrender accepted as at ..26.11.98..



BJ Fowke  
Manager Crown Minerals

*Crown Minerals (Forms — Other Than for Petroleum)  
Regulations 1992  
Form 3 — continued*

**NOTICE OF SURRENDER OR PARTIAL SURRENDER OF PERMIT  
(OTHER THAN FOR PETROLEUM) — continued**

*Section 40, Crown Minerals Act 1991 — continued*

**GUIDE TO COMPLETING NOTICE OF SURRENDER OR PARTIAL  
SURRENDER OF PERMIT**

Specify the number of the permit to which the notice of surrender or partial surrender applies. Supply the permit holder's full name, street address, and telephone and fax numbers. The address for service is the address to which all formal correspondence should be sent (this may be the permit holder's agent's address). Where the permit holder is a company the registered office of the company should be included.

Specify whether the whole, or only part, of the permit area is being surrendered.

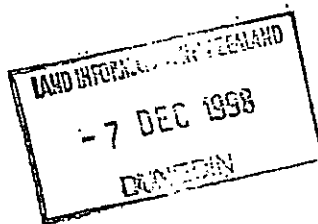
Where only part of the land is being surrendered, please indicate the portion being surrendered by supplying 2 copies of a map or plan clearly indicating the portion being surrendered. You should supply 2 copies of a map grid in all cases, and, if necessary to further define the land- being surrendered, also supply 2 copies of a cadastral plan or topographical map indicating the land being surrendered.

The original plus 1 copy of the notice of surrender and 2 copies of the plan are to be forwarded to the Secretary together with the prescribed application fee.

If the space on any part of the form is insufficient to include all details, place them on a separate sheet, state "see attached sheet" in the appropriate space, and attach the sheet to the application.

If this notice is being made by a person acting as agent for the permit holder a written authority to act as agent should be attached.

Crown Minerals



Our Ref: 40 386

REGISTERED

4 December 1998

District Land Registrar  
Private Bag 1929  
DUNEDIN

Dear Sir/Madam

**SURRENDER OF EXPLORATION PERMIT 40 386  
HELD BY PROPHECY MINING LIMITED**

This is to advise that exploration permit 40 386 recorded in your office as 939375 was surrendered on 26 November 1998.

Please note your records in accordance with section 89 of the Crown Minerals Act 1991.

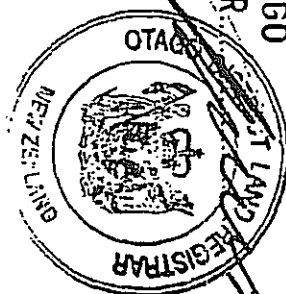
Yours faithfully

Erin Ahern  
for Business Manager - Minerals  
Crown Minerals

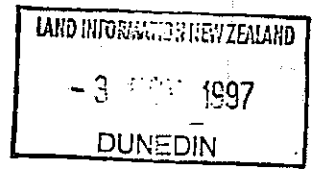
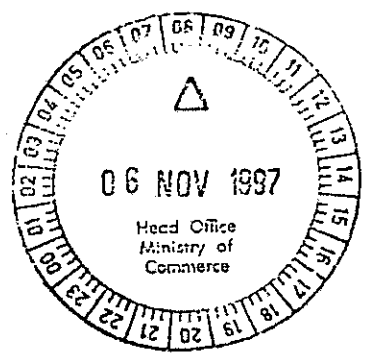
33 Bowen Street · PO Box 1473  
Wellington · New Zealand  
Telephone 64-4-472 0030 · Facsimile 64-4-499 0968

*of New Z*

9.35 07 DEC 98  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY OTAGO  
ASST. LAND REGISTRAR

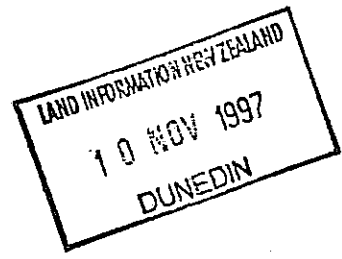


RELEASED UNDER THE OFFICIAL INFORMATION ACT



REGISTERED

7 November 1997  
~~31 October 1997~~



District Land Registrar  
Private Bag  
DUNEDIN

EXPLORATION PERMIT 40 386  
HELD BY PROPHECY MINING LIMITED

Four copies of the above permit, signed by the Minister of Energy, are attached for your registration.

Would you please retain one copy and return the remaining copies to this office.

A cheque for \$115 is included for registration. *(no cheque)*

*Angela Parish*

Angela Parish  
for Unit Manager - Permitting

ENCL X 5

33 Bowen Street · PO Box 1473  
Wellington · New Zealand  
Telephone 64-4-472 0030 · Facsimile 64-4-499 0968



FRONTIER NEW ZEALAND

*Manager of New Zealand's Crown Mineral*

1970  
1971  
1972



DUNEDIN -  
LAND REGISTRY OFFICE

**EXPLORATION PERMIT 40 386**  
CROWN MINERALS ACT 1991

**PERMIT HOLDER:** Prophecy Mining Limited  
28 Ruskin Street  
Parnell  
AUCKLAND

**NOW THEREFORE:** I, PAUL STEPHEN CARPINTER, Secretary of Commerce,  
acting under delegated authority from the Minister of Energy  
of 7 October 1991, do

HEREBY GRANT to the Permit Holder an exploration permit for the duration of five years  
commencing on the date hereof

WHICH HEREBY gives the exclusive rights to explore for gold, silver and tungsten in the  
land described in the First Schedule and delineated on the plan attached hereto

UPON THE CONDITIONS specified in the Second Schedule hereto and subject to the  
Crown Minerals Act 1991 and any regulations made thereunder.

DATED at WELLINGTON this 30<sup>th</sup> day of October 1991

*P. S. Carpinter*

Secretary of Commerce

RELEASED UNDER THE OFFICIAL INFORMATION ACT

**FIRST SCHEDULE**  
**Exploration Permit Application 40-386**  
**Applicant Prophecy Mining NL**

**AREA:** 11,300 Hectares approximately

**LAND DISTRICT:** Otago

**LOCAL AUTHORITY:** Central Otago District

**LEGAL DESCRIPTION OF PERMIT AREA:**

All that area of land being Part Section 56, Block II, Sections 1, 3, 4, 5, 6, Block III, Sections 1 to 8, 13 to 15, Block IV, and Sections 1 & 2, Block VI, Bannockburn Survey District, Sections 1 to 4, Block XIV, and Section 1, Block XI, Leaning Rock Survey District, Sections 1 & 3 and Part Section 2, SO 24276, Part Runs 249, 330A, 339B and 339C, Bannockburn & Leaning Rock Survey District, Part Bed of Bannockburn & legal roads as shown on the attached plan.

**INSTRUMENT OF TITLE REFERENCES:**

Refer to First Schedule, Part 3 attached.

**BOUNDARY DESCRIPTION OF PERMIT AREA:**

N/A. A graphic plan.

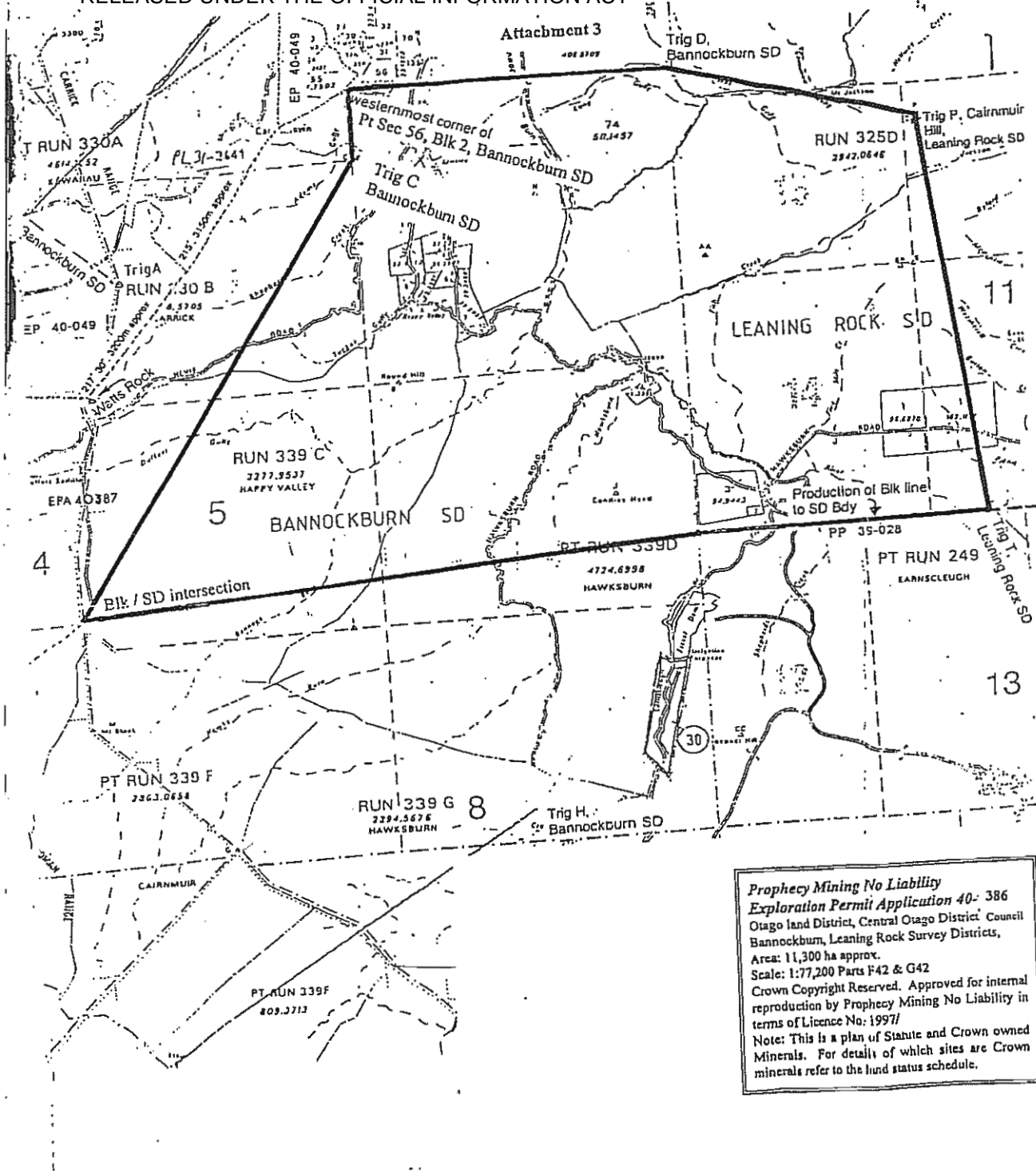
**First Schedule  
Part 3  
INSTRUMENT OF TITLE REFERENCES:  
40-386**

<i>Legal Description</i>	<i>Instrument of Title</i>	<i>Ownership of Non-Statute minerals under report</i>
<b>Block II Bannockburn Survey District</b>	1861321 ✓	
Part Section 56	CT 16C/862	Crown
<b>Block III Bannockburn Survey District</b>		
Section 1	CL 338/81 ✓	Crown
Section 3 (Part)	CL 338/81 ✓	Crown
Section 4	CL 338/81	Crown
Section 5	CL 338/81	Crown
Section 6	CL 338/81	Crown
<b>Block IV Bannockburn Survey District</b>		
Section 1	CT 66/157 ✓	Private
Section 2	CT 14B/95 ✓	Crown
Section 3	CT 14A/943 ✓	Crown
Section 4	CT 14C/1128 ✓	Crown
Section 5	CT 14C/475 ✓	Crown
Section 6	CT 14C/502 ✓	Crown
Section 7	CT 11D/778 ✓	Crown
Section 8	CL 338/81 ✓	Crown
Section 13	CL 338/81	Crown
Section 14	CL 338/81	Crown
Section 15	CL 338/81	Crown
<b>Block VI Bannockburn Survey District</b>		
Section 1 (Part)	CL 338/70 ✓	Crown
Section 2 (Part)	CL 338/70 ✓	Crown
Section 4	CT 7D/1276 ✓	Private
<b>Block XIV Leaning Rock Survey District</b>		
Section 1	CL 386/69 ✓	Crown
Section 2	CT 7D/1277 ✓	Private
Section 3	CT 89/50 ✓	Private
Section 4 (Part)	CL 338/70 ✓	Crown

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Block XI Leaning Rock Survey District		
Section 1 (Part)	CL 386/69 -	Crown
Section 1 SO 24276 (Part)	CT 17C/164 ✓	Crown
Section 2 SO 24276 (Part)	CT 18A/713 ✓	Crown
Section 3 SO 24276 (Part)	CT 17C/164 ✓	Crown
Section 9 SO 24276 (Part)	CT 18A/713 ✓	Crown
Part Run 249 (Part)	CL 386/69 -	Crown
Part Run 330A (Part)	CL A2/1218	Crown
Run 339B (Part)	CL 386/130 ✓	Crown
Run 339C (Part)	CL 338/40 ✓	Crown
Part Bed of Bannockburn	No registration	Crown
Legal Roads	Not searched	Crown

41-386/nj



**Prophecy Mining No Liability**  
**Exploration Permit Application 40- 386**  
Otago land District, Central Otago District Council  
Bannockburn, Leaning Rock Survey Districts,  
Area: 11,300 ha approx.  
Scale: 1:77,200 Parts F42 & G42  
Crown Copyright Reserved. Approved for internal  
reproduction by Prophecy Mining No Liability in  
terms of Licence No: 1997/  
Note: This is a plan of Statute and Crown owned  
Minerals. For details of which sites are Crown  
minerals refer to the land status schedule.

**SECOND SCHEDULE  
CONDITIONS OF EXPLORATION PERMIT 40 386**

Work Programme

1. The permit holder shall make all reasonable efforts to explore the permit area in accordance with good exploration practice, so as to clearly define the potential of the mineral resource to which this permit applies.
2. The permit holder shall make all reasonable efforts to carry out the following minimum work programme:
  - (a) Within 24 months of the commencement date of the permit:
    - i. undertake a literature review and interpretation of previous work over the area;
    - ii. commence a programme of geological mapping;
    - iii. commence a programme of geochemical sampling including stream sediment sampling, soil sampling and rock chip sampling;
    - iv. carry out trenching if appropriate;
    - v. carry out reconnaissance geophysical surveys if appropriate
    - vi. carry out airborne geophysical survey(s) if results of above warrant such a survey;
    - vii. Develop a strategy for further surveying the area;
    - viii. make a commitment by notice in writing to the Secretary of Commerce to complete the work detailed in condition (b) below.
  - (b) Within 36 months of the commencement date of the permit:
    - i. further trenching of alluvial and/or lode gold areas;
    - ii. commence a programme of drilling if appropriate;
    - iii. make a commitment in writing to the Secretary of Commerce to complete the work detailed in condition (c) below:

- (c) Within 60 months of the commencement date of the permit:
  - i. undertake further reconnaissance geophysical surveys if appropriate;
  - ii. further sampling and geological mapping if appropriate;
  - iii. continue drilling as appropriate;
  - iv. carry out bulk sampling as appropriate;
  - v. calculate a mineral resource estimate; and
  - vi. commence mine feasibility studies and technical studies if appropriate.

Reports

- 3. The permit holder shall within sixty days following the anniversary of the date of the granting of the permit, submit to the Secretary two copies of each technical report completed during the preceding twelve months.

Fees

- 4. The permit holder shall pay any prescribed fees that apply to this permit.

**THE CROWN MINERALS ACT 1991**

EXPLORATION PERMIT No. 40 386

Secretary of Commerce

TO

PROPHECY MINING LIMITED

Area: 11,300 hectares approximately

**MEMORIALS**

9D/599

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

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY OTAGO  
ASST REGISTRAR

12.15  
11. NOV 97  
939375.1

.....  
District/Asst Land Registrar

Registry Office Use Only



**FILE COPY**

SURRENDERED  
7 11-11-97

*[Handwritten signature]*

9D/599





RELEASED UNDER THE OFFICIAL INFORMATION ACT

RETEL

4502 WINDY

0110

6

**CDE\_S15 - Request Manual Copy** [X]

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**Delivery Details**

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CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

14

I, ROBERT PAUL WOODHOUSE

of Dunedin

, Property Officer

HEREBY CERTIFY -

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

- . AUCKLAND (North Auckland Registry) and there numbered B678573
- BLenheim (Marlborough Registry) and there numbered 136439
- CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2
- DUNEDIN (Otago Registry) and there numbered 681189/1
- GISBORNE (Poverty Bay Registry) and there numbered 167089.2
- HAMILTON (South Auckland Registry) and there numbered H734777
- HOKITIKA (Westland Registry) and there numbered 076748
- INVERCARGILL (Southland Registry) and there numbered 141782
- NAPIER (Hawkes Bay Registry) and there numbered 478751.2
- NELSON (Nelson Registry) and there numbered 269962.1
- NEW PLYMOUTH (Taranaki Registry) and there numbered 341775
- WELLINGTON (Wellington Registry) and there numbered 860782.2

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

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

SIGNED at DUNEDIN  
this 30<sup>th</sup> day of January  
1990

)  
)  
) Robert Paul Woodhouse

RELEASED UNDER THE OFFICIAL INFORMATION ACT

MEMORANDUM OF RENEWAL AND VARIATION REGISTER  
OF PASTORAL LEASE

IN THE MATTER OF THE LAND ACT 1948

AND

IN THE MATTER OF PASTORAL LEASE NO P 43  
REGISTERED AS REGISTER VOLUME  
338 FOLIO 70 OTAGO DISTRICT  
LAND REGISTRY FROM HER MAJESTY  
THE QUEEN TO RONALD IVERSON GEOR  
MCELROY OF BANNOCKBURN SHEEP-  
FARMER 1/4 SHARE AND PHILIP  
ANDREW SHERIDAN MCELROY OF  
BANNOCKBURN FARMER 1/2 SHARE AN  
MARCIA JEAN MCELROY OF BANNOCK-  
BURN MARRIED WOMAN 1/4 SHARE

PURSUANT TO SECTION 170 OF THE LAND ACT 1948 THE TERM OF THE ABOVEMENTIONED  
LEASE REGISTERED IN VOLUME 338 FOLIO 70 OTAGO LAND REGISTRY IS RENEWED FOR  
A TERM OF 33 YEARS COMMENCING ON THE 1ST DAY OF JULY 1985. THE COVENANT TO  
PAY RENT AND THE RENTAL VALUE CONTAINED IN THE LEASE IS HEREBY VARIED BY  
DELETING THE SAID COVENANT AND SUBSTITUTING THE FOLLOWING:

YIELDING AND PAYING THEREFOR FOR THE FIRST 11 YEARS OF THE SAID TERM  
UNTO THE LAND CORPORATION LIMITED AT DUNEDIN THE ANNUAL RENT OF  
\$4,200.00 CALCULATED ON A RENTAL VALUE OF \$280,000.00 PAYABLE WITHOUT  
DEMAND BY EQUAL HALF YEARLY PAYMENTS IN ADVANCE ON THE FIRST DAY OF  
JANUARY AND THE FIRST DAY OF JULY IN EACH AND EVERY YEAR DURING THE  
SAID PERIOD OF 11 YEARS AND FOR THE NEXT TWO SUCCESSIVE PERIODS OF 11  
YEARS OF THE SAID TERM A RENT DETERMINED IN RESPECT OF EACH OF THOSE  
PERIODS IN THE MANNER PROVIDED IN SECTION 132A OF THE LAND ACT 1948.

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

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SUBSCRIBED THEIR NAMES THIS  
30<sup>th</sup> DAY OF January 1980 .

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SIGNED FOR AND ON BEHALF OF HER MAJESTY )  
THE QUEEN PURSUANT TO A DEED LODGED WITH )  
THE DISTRICT LAND REGISTRAR AS NO 681189/2 )  
BY LAND CORPORATION LIMITED BY ITS )  
ATTORNEY ROBERT PAUL WOODHOUSE )  
IN THE PRESENCE OF: )

LAND CORPORATION LIMITED  
BY ITS REGISTER

[Signature]

WITNESS: [Signature]

OCCUPATION: Property Officer, Landcorp

ADDRESS: Dunedin

SIGNED BY THE LESSEE )  
~~RONALD G MCELROY~~ RONALD IVERSON GEORGE MCELROY )  
IN THE PRESENCE OF: )

[Signature]  
LESSEE

WITNESS: [Signature]

OCCUPATION: Sales

ADDRESS: Dunedin

SIGNED BY THE LESSEE )  
~~PHILIP A MCELROY~~ PHILIP ANDREW SHERIDAN MCELROY )  
IN THE PRESENCE OF: )

[Signature]  
LESSEE

WITNESS: [Signature]

OCCUPATION: Sales

ADDRESS: Dunedin

RELEASED UNDER THE OFFICIAL INFORMATION ACT

WED BY THE LESSEE  
M. J. MCELROY MARCIA JEAN MCELROY  
IN THE PRESENCE OF

)  
)

**REGISTER**  
*M. J. McElroy*  
LESSEE

WITNESS: *[Signature]*

OCCUPATION: *sales*

ADDRESS: *Quincy*

RELEASED UNDER THE OFFICIAL INFORMATION ACT

REGISTER

MEMORANDUM OF RENEWAL OF PASTORAL LEASE

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

HER MAJESTY THE QUEEN LESSOR

R I G MCELROY  
P A S MCELROY  
M J MCELROY LESSEE

DISTRICT/ASSISTANT LAND REGISTRAR OF OTAGO

LAND CORPORATION LIMITED  
DUNEDIN

9.55 20. APR 90 752525  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRAR OTAGO  
ASST. LAND REGISTRAR  
338/74

MWP\_0011876

**TRANSFER**  
**Land Transfer Act 1952**

1 5032667.3 TRANSFER  
CPV-01/01.PCS-003.02/04/01.11:21



DocID: 110191958

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

**Land Registration District**

Otago

**Certificate of Title No. All or Part? Area and legal description — Insert only when part or Stratum, CT**

7D	1277	All	
7D	1276	All	
89	50	All	
338	70	All	

**Transferor Surnames must be underlined**

RONALD IVERSON GEORGE McELROY as to a one-quarter share, PHILIP ANDREW SHERIDAN McELROY as to a one-half share, RONALD IVERSON GEORGE McELROY, PHILIP ANDREW SHERIDAN McELROY and JULIA ANN JOPP as to a one-quarter share

**Transferee Surnames must be underlined**

HAWKSBURN STATION LIMITED

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

Fee simple and Pastoral Lease

**Consideration**

\$775,000.00

**Operative Clause**

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

Dated this 3/5<sup>th</sup> day of October 2000

**Attestation**

	Signed in my presence by the Transferor
	Signature of Witness
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name
Occupation	ERIC THOMSON Solicitor
Address	Alexandra
Signature, or common seal of Transferor	

**Certified correct for the purposes of the Land Transfer Act 1952**

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

Solicitor for the Transferee



COMMISSIONER OF CROWN LANDS

Memorandum of Dealing with Lease

Lease Or Licence No: Po043 Registered in Vol: 338 Folio: 70

Name of Present Lessee: Philip Andrew Sheridan McElroy (1/2 share), Ronald Iverson George McElroy (1/4 share), the said Ronald Iverson George McElroy, Julia Ann Jopp and the said Philip Andrew Sheridan McElroy (1/4 share).

Description of Land: All the land comprised in Certificate of Title 338/70 (Otago Registry).

Area (ha): 7020.8356 hectares

Nature and Dealing of Party: Transfer to Hawksburn Station Limited

To the District Land Registrar, Dunedin

I certify that the above dealing was consented to in terms of Section 89 of the Land Act 1948 on the 1st day of February 2001.

NB : THIS CONSENT IS VALID FOR A PERIOD OF THREE MONTHS FROM THE DATE ABOVE

SIGNED by ROBERT WILLIAM LYSAGHT pursuant to a delegation from the Commissioner of Crown Lands for and on behalf of HER MAJESTY THE QUEEN in the presence of:

[Signature of Robert William Lysaght]
MICHAEL JOHN TODD
ROBERT WILLIAM LYSAGHT

Witness: [Signature]

Name: MICHAEL JOHN TODD
Occupation: PORTFOLIO MANAGER
CROWN PROPERTY MANAGEMENT
Address: C/- LINZ, CHRISTCHURCH

Advice to Knight Frank (NZ) Limited, P O Box 27 ALEXANDRA

The above transaction was registered on the \_\_\_ day of \_\_\_ 20\_\_\_ as Number:

New Address: Remains unchanged

Local Authority: Remains unchanged

PL Registry / / Ledgers / /
Transfer Reg / / Records / /

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Approved by Registrar-General  
and under No. 1995/1003

# TRANSFER

## Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society  
REF: 4130

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

## MEMORANDUM OF VARIATION OF LEASE

UL 5032667.2 VARIATION OF LEASE  
CPV-01/01.PCS-005.02/04/01.11:21



DocID: 110191957

IN THE MATTER of the Land Transfer Act 1952 and the  
Land Act 1948 and

IN THE MATTER of Lease No Po043 registered in  
Volume 338 Folio 70, Otago Land  
Registry, from HER MAJESTY THE  
QUEEN to RONALD IVERSON  
GEORGE MCELROY, PHILIP  
ANDREW SHERIDAN MCELROY  
THE SAID RONALD IVERSON  
GEORGE MCELROY, PHILIP  
ANDREW SHERIDAN MCELROY  
AND JULIA ANN JOPP

The covenants conditions and restrictions contained or implied in the above-mentioned Lease are hereby varied as follows:-

1. That should the Lessee with the consent of the Commissioner of Crown Lands, transfer, sublet or otherwise dispose of his/her interest in the land affected by the said Lease or any part thereof to a company incorporated under the Companies Act 1993, then the following provisions shall apply:
  - a) The provisions of section 89 of the Land Act 1948, shall be deemed to apply to all transfers and other dispositions of shares in such company as if such shares were interests in the said land and no share or shares in such company shall be transferred or otherwise disposed of by any shareholder without the consent of the Commissioner of Crown Lands.
  - b) The provisions of the Land Act 1948, with regard to residence shall continue to be applicable to the said Lease notwithstanding the transfer or other disposition to such company provided however that such provisions shall be deemed to be complied with by such company only if and when there resides on the said land a person who manages the land on behalf of such company and who has been approved in writing for that purpose by the Commissioner of Crown Lands.
  - c) A breach by the company or by any shareholder of all or any of the provisions of subclauses (a) and (b) hereof shall be deemed to be a breach of the covenants conditions and restrictions contained in the said Lease entitling the Lessor to exercise all or any of the powers conferred upon Her by the said Lease in such circumstances.
2. Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Lease shall remain in full force and effect.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

In witness whereof the parties have hereunto subscribed their names  
this *10<sup>th</sup>* day of *February* 2001

SIGNED for and on behalf of HER )  
MAJESTY THE QUEEN by )  
ROBERT WILLIAM LYSAGHT )  
pursuant to a delegation from the )  
Commissioner of Crown Lands )  
in the presence of: )

*R.W. Lysaght*  
\_\_\_\_\_

Witness: *[Signature]*  
\_\_\_\_\_

Name: \_\_\_\_\_

MICHAEL JOHN TODD  
PORTFOLIO MANAGER  
CROWN PROPERTY MANAGEMENT  
C/- LINZ, CHRISTCHURCH

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

SIGNED by the said RONALD )  
IVERSON GEORGE MCELROY as )  
Lessee in the presence of: )



Witness:



Name:

ERIC THOMSON

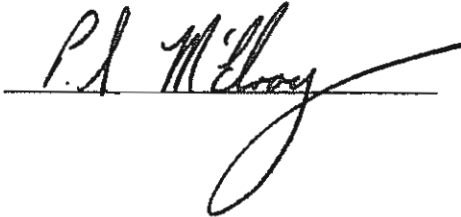
Occupation:

Solicitor  
Alexandra

Address:

\_\_\_\_\_

SIGNED by the said PHILIP )  
ANDREW SHERIDAN MCELROY as )  
Lessee in the presence of: )



Witness:



Name:

ERIC THOMSON

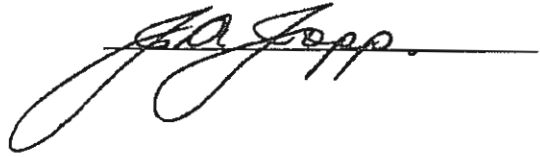
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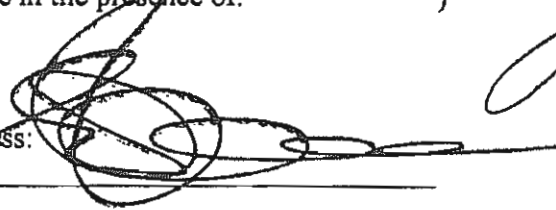
Solicitor  
Alexandra

Address:

\_\_\_\_\_

SIGNED by the said JULIA )  
ANN JOPP as )  
Lessee in the presence of: )



Witness: 

Name: ERIC THOMSON

Occupation: Solicitor  
Alexandra

Address: \_\_\_\_\_

**MEMORANDUM OF VARIATION  
OF LEASE**

Correct for the purpose of the Land Transfer  
Act

---

Solicitor for the Lessor

HER MAJESTY THE QUEEN (Lessor)

RONALD IVERSON GEORGE MCELROY  
PHILIP ANDREW SHERIDAN MCELROY  
JULIA ANN JOPP (Lessee)

---

Particulars entered in the Register on the date  
and at the time recorded below.

District  
Assistant Land Registrar of the  
District of

---

---

**KNIGHT FRANK (NZ) LIMITED  
ALEXANDRA**

**CDE S15 - Request Manual Copy** [X]

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Land District	Otago	Request Date	24/08/2001
Method of Delivery	Post	Client Reference	5NLITR.02/036YD HAWKSBL
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Delivery Details

Firm	Opus International Consultants Ltd - Dunedin
Street	Private Bag 1913
Town	Dunedin
Country	New Zealand
Postcode	
Fax Number	03 474 8995

Fees... OK Cancel



OF FILE MC030, 95655

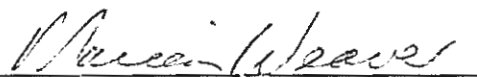
### CERTIFICATE UNDER S. 417 OF THE RESOURCE MANAGEMENT ACT 1991

oOo

Pursuant to Section 417(2) of the Resource Management Act 1991, the Otago Regional Council hereby certifies that:

Duncan George Henderson and Rae Henderson  
C/o Checketts McKay, P O Box 184, Cromwell

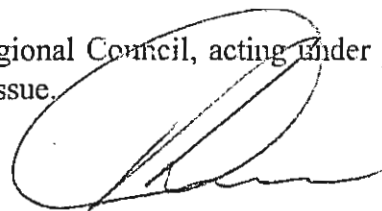
being registered as holder of Licences for a Water Race No.2832, Cromwell Registry of the Warden's Court, are entitled to cut, construct, and maintain a race, to use as a race a natural channel (but only where that channel has been so used under the licences), to occupy (but only for the purposes of the construction, maintenance, and improvement of the race) the land forming the course of the race plus a three-metre strip on each side, to deposit within those strips any material removed from the race in the course of maintaining and improving it, and to convey water in the race, across the lands described in the Schedule, as indicated on the attached diagram.


  
M E Weaver  
Manager Resource Administration

This Certificate is issued by the Chairperson of the Otago Regional Council, acting under powers delegated to her by the Council and not revoked at the date of issue.

Common Seal



  
R W Scott  
Director Corporate Services

  
M L Rosson  
Chairperson

718196

MC030, 95655

**SCHEDULE**

**Land Affected**

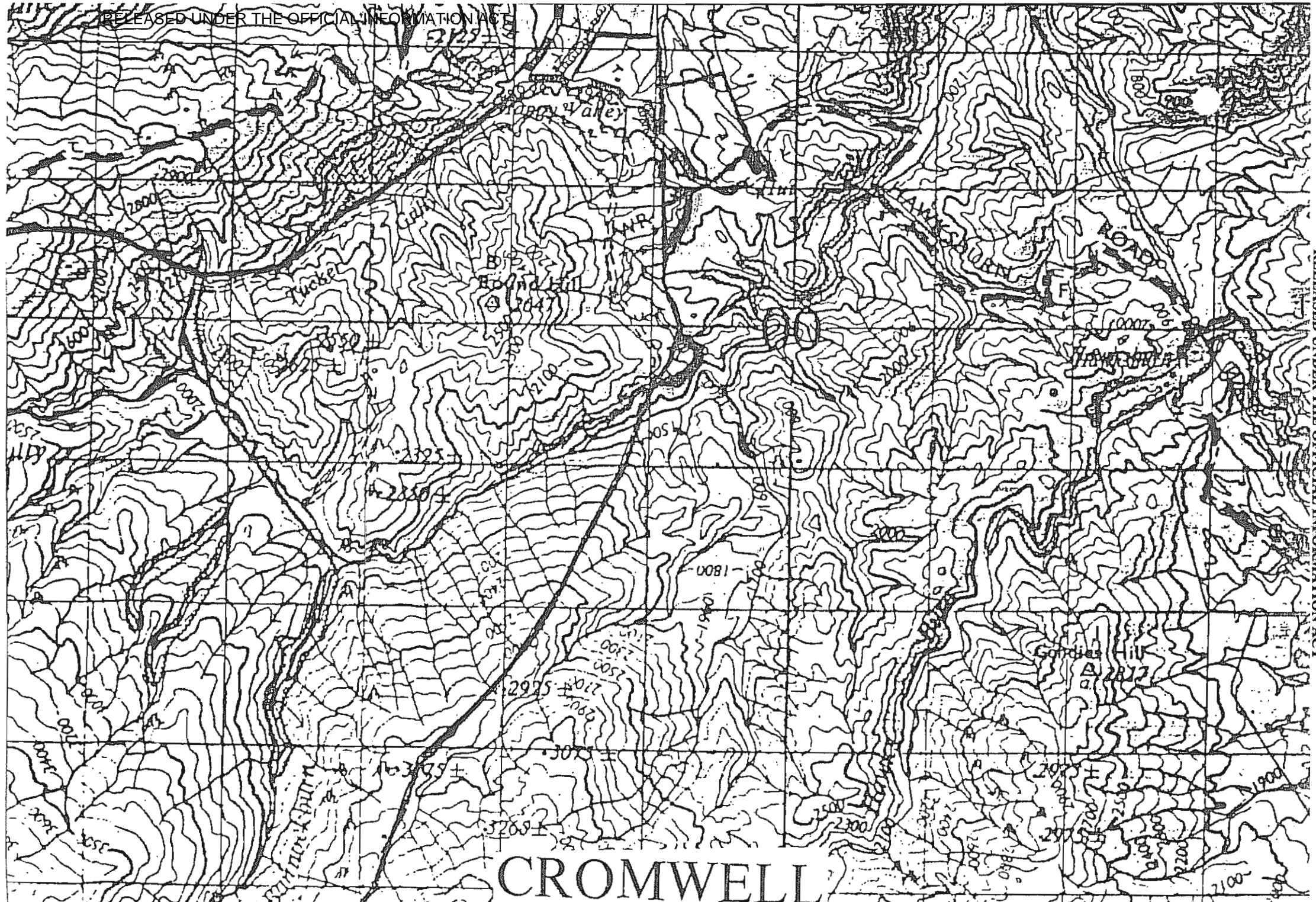
**Title Reference**

*On estate in leasehold*  
*7020.836 ha*  
Section 1309R Blks IV & VI Bannockburn  
Survey District and Run 339D Bannockburn  
and Leaning Rock Survey District and Run  
339G Bannockburn Fraserside and Obelisk  
Survey District

CT 338/70

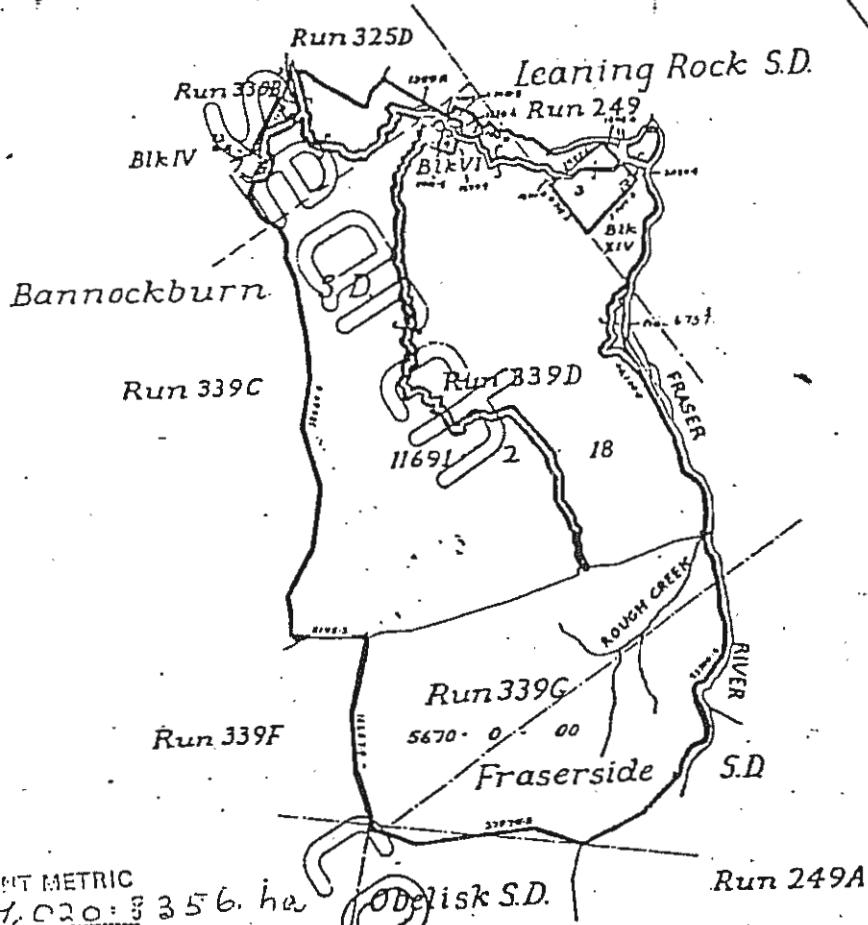
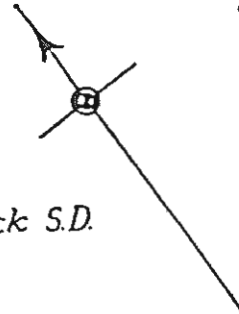
LKL P:\SL1\HEND417.DOC

3/25



# CROMWELL

338/70



EQUIVALENT METRIC  
AREA IS 7,020:3 356. ha

Total Area: 17361.2.18.  
12.3.00 - 111  
17342.3.18.4

Sec 1309R Blks IV & VI Bannockburn S.D & Run 339D  
Bannockburn & Leaning Rock S.D's & Run 339G  
Bannockburn, Fraserside & Obelisk S.D's

Scale: 80 Chains to an Inch.

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SEP 30 1966

916779

338/70



MWP\_0011880

CDE S15 - Request Manual Copy		X	
Document Type	Instrument	Request Id	15721
Reference Number	AG 893970	User Id	jkirkdu
Land District	Otago	Request Date	24/08/2001
Method of Delivery	Post	Client Reference	ENLITR.02/036YD HAWKSBL
<input type="checkbox"/> Certified Copy		Status	Pending
<b>Delivery Details</b>			
Firm	Opus International Consultants Ltd - Dunedin		
Street	Private Bag 1913		
Town	Dunedin		
Country	New Zealand		
Postcode			
Fax Number	03 474 8995		
Fees	OK	Cancel	

## LAND IMPROVEMENT AGREEMENT

This agreement is made the

6

day of

July

1995

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

**AND** RONALD IVERSON GEORGE MCELROY and PHILIP ANDREW SHERIDAN MCELROY of Hawksburn and PETER REDMOND MCCONNELL of Alexandra and JULIA ANN JOPP of Moutere (called "the Farmer")

**WHEREAS**

- (i) The Farmer is the owner or lessee of the land described in the First Schedule ("the land").
- (ii) Philip Andrew Sheridan McElroy farms the land.
- (iii) The Council and the Farmer have agreed to the rabbit and land management plan ("the plan") set out in the Second Schedule for the purposes of:
  - (a) controlling rabbits on the land; and
  - (b) conserving the soil and vegetation on the land.
- (iv) The Council has agreed under Section 30 of the Soil Conservation and Rivers Control Act 1941 to pay grants towards the cost of implementing the plan.
- (v) The parties have agreed that the payment of grants will be made on the terms set out in this agreement.
- (vi) The parties have also agreed that the terms of this agreement will bind the Farmer and any successors in title to perform and observe the terms of this agreement.
- (vii) The agreement is to be registered against the title to the land under Section 30A of the Soil Conservation and Rivers Control Act 1941.
- (viii) The plan is part of the Rabbit and Land Management Programme being undertaken by the Crown and the Council in the Otago region.
- (ix) All grants paid by the Council under the plan are wholly funded by the Crown.
- (x) the plan is conditional upon:
  - (i) continuing Crown funding of the Rabbit and Land Management Programme in the Otago region; and
  - (ii) the payment to the Council by the Crown of money necessary for the Council to make the grants payable by the Council under the plan.
- (xi) The Ministry of Agriculture and Fisheries ("MAF") is responsible for implementing monitoring and overseeing the Rabbit and Land Management Programme for the Otago Region on behalf of the Crown.
- (xii) The plan has been approved by the Ministry of Agriculture and Fisheries.
- (xiii) The parties wish to record their agreement in writing.

**IT IS AGREED:****1. Commencement**

- 1.1 This agreement shall be deemed to have commenced on 1 April 1990.

*Pluma* *Rogers* *Jopp*

*[Signature]*

**2 The Farmers Obligations**

**2.1 The Farmer shall:**

1. implement the plan
2. carry out the works in the plan to be undertaken by the Farmer
3. adopt and maintain land management practices described in the plan
4. carry out any maintenance required by the plan
5. use any rabbit control or eradication measures described in the plan
6. establish and maintain land uses prescribed by the plan
7. make on demand the payments to be made by the Farmer under the plan

**2.2** The Farmer shall carry out his obligations according to the specifications in the plan.

**3. The Council's Obligations**

**3.1 The Council shall:**

1. carry out any works in the plan to be undertaken by the Council in a commercial proper and efficient manner.
2. make the grants to be paid by the Council under the plan.
3. provide the Farmer with technical advice and assistance until 30 June 1995 (any technical advice and assistance and monitoring after that date shall be on terms and conditions to be agreed by the Council and the Farmer).
4. Ensure that any vehicles, plant or equipment supplied by it is in reasonable operational order and fit for the purpose.

**3.2** The Council shall carry out its obligations in accordance with the specifications in the plan.

**3.3.1** The Council shall not incur any liability under this Agreement in relation to work carried out on the Farmer's land and charged separately to the Farmer without first informing the Farmer with final details and costings and the Farmer giving his written consent which shall not be unreasonably withhold

**3.3.2** It is acknowledged that the Council, in addition to the direct costs referred to in subclause 3.3.1, may incur general charges which are apportioned amongst the farmers under the Rabbit and Land Management Programme, such as administrative and monitoring charges. The Council agrees to provide in advance, details of the work to be charged under this category.

**4. Grants**

**4.1** Subject to 4.3 grants shall be paid by the Council at the percentage rates set out in the plan.

**4.2** Any dollar figures (other than the property cap) shown in the plan are illustrative only and not binding on the Council or the Farmer.

**4.3** The grant payable by the Council shall not exceed (in dollars) the property cap set out in the plan. If further funds become available from the Crown, the Council may in its discretion make additional grants on the same terms and conditions that are set in this agreement and the plan.

*P.L.M. 9*      *Royce, J.G.*

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