

Crown Pastoral Land Tenure Review

Lease name : KINROSS

Lease number : PO 348

Due Diligence Report (including Status Report)

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

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

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

December

05

DUE DILIGENCE REPORT

CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

| | | | | | |
|------------------|-----------|---------------|--------|--------------------|--------------|
| File Ref: | Po348/1 | Report No: | AT0125 | Report Date: | 19 June 2000 |
| Office of Agent: | Alexandra | LINZ Case No: | | Date sent to LINZ: | |

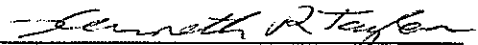
RECOMMENDATIONS:

- (1) That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard.
- (2) That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions which require action by the Manager of Crown Property Contracts (*or others*).
 - 2.1 The area of the lease as on the Status Check is incorrect. The area is stated as 5472.4846 ha but should be in the vicinity of 2042 ha
 - 2.2 The Status Check map has omitted identifying the legal roads affecting the lease.
 - 2.3 The special condition (13) of the lease issued in 1951 and renewed in 1984, which requires the registration of a document on the neighbouring lease (*Section 66 Block V and Run 699 -CL338/93*) to secure access to, and use of, the woolshed and yards for certain periods of the year, has not been completed. It is known that Kinross constructed its own woolshed and yards in 1952/53 and the completion of this requirement appears to have not been followed through.
 - 2.4 Memorial 751961 on the lease document contains an error, being the commencement date of the lease. The date of commencement should read 1 January 1984 not 1 January 1989 as shown. A draft letter to the District Land Registrar is attached for your approval.
 - 2.5 Approval for planting 5.5ha of forestry was granted (*see folio 207 attached*) subject to "any consequent future spread of wilding trees onto other areas of Kinross being controlled by the lessee". Under tenure review the cancellation or continuance of this requirement may need to be decided.

Signed by Knight Frank (NZ) Limited:



P R Diver:



Manager:

Approved/Declined

Name:

Date of decision:

(1) Details of lease:**Lease Name:** Kinross**Location:** The property is located on the northern side of State Highway 85, 28 km inland from Palmerston. It runs from the state highway up the face of the Horse Range and into the catchment of the Waianakarua River. The homestead and yards are located on the south side of the state highway on a slightly separated block.**Lessee:** Keith Hugh Muldrew and Gonny Ann Muldrew (*1/2 shares*).**Tenure:** Pastoral lease under the Land Act 1948. Pastoral Lease P348.**Term:** 33 years from 1 January 1984 expiring 31 December 2016.**Annual Rent:** \$3,600.00 (*plus GST*).**Rental Value:** \$160,000**Date of Next Review:** 1 January 2006**Land Registry Folio:** CL 338/94 (*Otago Registry*)**Legal Description:** Run 700 and Sections 65, 91 and 92 Block V Waihemo Survey District, being all that land contained in CL 338/94 (*Otago Registry*).**Area:** 2042.2004 ha (*awaiting Opus verification as correct*)**(2) File Search:****Files held by Agent on behalf of LINZ:**

| <i>File Reference</i> | <i>Volume</i> | <i>First Folio</i> | <i>Date</i> | <i>Last Folio</i> | <i>Date</i> |
|-----------------------|---------------|--------------------|-------------|-------------------|-------------|
| Po 5 | 1 | 1 | 2/5/1951 | 142 | 3/2/1983 |
| Po348 | 2 | 143 | 1/3/1983 | 218 | 2/6/199 |
| | 3 | 1 | 22/6/1994 | 40 | 2/6/2000 |

Other relevant files held by LINZ:

| <i>File Reference</i> | <i>Volume</i> | <i>First Folio</i> | <i>Date</i> | <i>Last Folio</i> | <i>Date</i> |
|-----------------------|---------------|--------------------|-------------|-------------------|-------------|
| CPL04/11/12558 ZCH | | 1 | 30/5/1997 | 7 | 13/12/1999 |
| 7900/04/P348 1 DDN | | 1 | 7/1/1992 | 1 | 7/1/1992 |
| 5200/D14/K06 DCH | | 1 | 32/3/1994 | 2 | 29/3/1994 |

Confidence is held that all important data has been searched.

A pastoral lease (P5) for Section 2 Waihemo Farm Settlement was issued to Charles Grant Duff for 33 years from the 1 January 1951. A condition specifying the registration of a memorial on the adjoining property for access to and use of their wool shed and yards at specified times was included. No file data was found to indicate this was ever done. The lease was issued on an approximate area, which was subject to survey. An ex-serviceman's concession was granted on rental.

In 1955 a new survey of subdivision gave a new description being Run 700 and Sections 63, 65, and 67 Waihemo Survey District being 5048 acres 0 roods 36 perches.

In 1952/53 files show a new house and wool shed were erected on the lease.

File history over the next period to 1970 is routine with applications to cultivate, personal stock limit exemptions, burning permits and correspondence on rent payments.

In 1971 a re-alignment of State Highway 85 resulted in the surrender of 2 acres 1 rood 23.6 perches from the lease and the incorporation of 33.8 perches of closed road into the lease. All approvals and registrations appear correctly carried out.

In 1978 approval was granted for the sale to Barry Douglas Scarf with no change in conditions but with the loss of the Ex-Serviceman's concession on rental.

An application for a deer farming licence was processed in 1980 as well as a personal stock limit exemption increase and allowance for deer.

In 1981 an Otago Catchment Board Run Plan was adopted and funded via a Rural Bank Land Development Encouragement Loan. The plan involved fencing, tracking, oversowing, tree planting, and debris dams. No retirement was involved, just recuperative spelling of a block.

In 1982 approval was given to construct an airstrip on the lease. This appears to have been completed.

The lease was renewed in 1984 with no change in terms or conditions (*folio 131*).

The numbering of the lease was change from P5 to Po 348.

In 1986 a new description for Sections 83 to 86 and part Section 63 and 67 Block V Waihemo Survey District was processed (*Folio 159 and SO 21551*) and the alteration registered on the lease document.

All other files during this period relate to routine administration matters.

The lease was sold to Keith Hugh Muldrew in 1987 and the transfer was approved subject to a supervisory role being undertaken by an experienced high country manager. A neighbour T Gunn undertook this function.

File content through to 1992 is routine with no noteworthy features except the current personal stock limitation exemption was approved (*folio193*).

In 1992 approval was given to plant out 5.5 ha of forestry.

The same year wilding tree spread was recognised as a threat to pastoral values on leases and approval was given for the planting of the 5.5ha of forestry subject to control of any future spread of wilding trees from the planting by the lessee. (*Folio 206 and 207*).

Routine burning consent processing, annual property reports and one track approval occurred over the next two years.

Rental review was undertaken in 1994 and accepted by the lessee.

In 1999 an application to transfer half the share of the property to his wife (*Gonny Ann Muldrew*) was approved and the transfer registered.

The final block of folios relate to the processing of approval for consents to cultivate, burn, plough topdress, maintain tracks etc currently being worked on.

No data on marginal strip processing was found on agents or LINZ files.

(3) Summary of lease document:

Terms of lease:

The commencement date of the pastoral lease on Crown files is in agreement with the lease document (*338/94, Otago Registry*).

The lease was issued on 15 September 1950 under the Land Act 1948 for a term of 33 years from 1 January 1951.

It contains two non-standard conditions:

- (13) That the lessee shall execute a document for registration on the leasehold title of Section 66 Block V and Run 699 Waihemo Survey District (*Waihemo Farm Settlement*) granting the rights to the use of the wool shed and plant used in connection therewith and situated thereon, together with the right of access through the said Section 66 Block V and Run 699 Waihemo Survey District (*Waihemo Farm Settlement*) to the owner of the within written lease for the purpose of using the said wool shed and plant, which rights shall be for a period or periods in each year and at such annual rental as may be mutually agreed upon between the parties or failing agreement as to rent at such annual rental as may be set by the manager State Advances Corporation New Zealand, Dunedin or failing agreement as to period or periods of use, for such period or periods as may be decided by Arbitration under the Arbitration Act 1908. All costs incidental to the preparation of the document shall be payable by the lessee.

(The lease of Run 699 being CL 338/93 contains a mirror special condition to allow this registration. The above document has never been registered - see attachment 3 CL338/93).

- (14) That pursuant to Section 8 of the Coal Mines Act 1950 this lease is subject to the reservation to the lessor of all coal existing on or under the surface of the land, and subject also to the reservation to the lessor of the power to grant total mining rights over the land under Part 1 of the Coal Mines Act 1925

Lease Stock Limit:

- 1600 Breeding ewes
460 Dry sheep

Personal Stock Exemption:

- 3750 Sheep (*including not more than 2000 breeding ewes or 1500 wethers*)
100 Cattle (*up to 100 breeding cows*)
70 Deer

Renewals and variations:

- 751961 Memorandum renewing the term of the within lease for a further period of 33 years commencing on **1 January 1989** and fixing (*for the first 11 years*) the annual rent at \$4,080 calculated on a rental value of \$272,000, 10 April 1990 (*no changes in terms or conditions*).

NB: Error in date of commencement - should read 1 January 1984.

No other Memoranda of Variation are registered on the lease document

Other memorials registered on lease:

- 392100 Gazette Notice proclaiming as road parts Section 67 (*1 acre 3 roods 18.7 perches*) and parts Section 63 (*2 roods 4.9 perches*) and proclaiming as closed, parts of the road adjoining Section 67 and 63 which are now known as Sections 83, 84, 85 and 86 Block V Waihemo Survey District and incorporating the said sections in the within lease, 18 September 1972 (*road incorporation and removal*).

Part of the within land is now known as Section 92 (*52.603 ha*) and Section 91 (*46.416 ha*) Block V Waihemo Survey District, 8 April 1986.

See re-Appellation 653622/1 (*re-definition of Section 63*).

Area adjustments:

The area of the lease on the lease document is in agreement with that used by the Commissioner's agents. Some minor variations were encountered. Early legal documents have the area as 2042.0594 ha up to 1988 (*folio 73, 75, 78, 131*). The lease document has this corrected to 2042.2004 ha in 1988.

The Status Check has the area of the lease as 5472.4846 ha which is incorrect.

| | | | | |
|----------------------------|------------|--------|--------------|--------------------|
| Original lease | 5048 acres | 0 rood | 36.0 perches | |
| Plus Gazette Notice 392100 | 2 acres | 1 rood | 23.6 perches | (road surrendered) |

And 0 acres 0 rood 33.8 perches (road added)

5046 acres 0 roods 0.62 perches

Metric equivalent = 2042.2004 ha

Registered interests:

683830/6 Mortgage to The Bank of New Zealand, 29 July 1987.

Unregistered interests:

The Status Check found a Mining Privilege PPA39143 by Macraes Mining Company Limited on Mining Maps I42 over the area but could not find reference on the Mining Index. No interest is registered on the lease document.

Unregistered mortgages may exist but none are known.

(4) *Summarise any Government programmes for the lease:*

In 1981 a Soil and Water Conservation Plan Farm Plan was entered into that involved conservation fencing, access tracking, recuperative spelling, some onsite aerial oversowing and tree planting for stability purposes. No retirement or surrender was proposed. The agreement was registered on the lease document in 1981. The plan progressed to completion with some issues of access track impacts arising. The agreement was discharged from the lease document in 1996.

A loan from the Rural Bank was used to fund development.

The property was not involved in the Rabbit and Land Management Programme.

There are no Government approved programmes or issues from them that would affect tenure review.

(5) *Summary of Land Status Report:*

Copy attached as Schedule A.

The Land Status Report confirms the Crown Land Status under the Land Act 1948 subject to pastoral lease registered as 338/94.

It records no encumbrances on the lease document but points out the lease is subject to the special conditions on the lease related to the use of wool shed/access on Run 699 and Section 66 Block V Waihemo Survey District and reservation of coal to the Crown (*see Section 3, lease details*).

The area is stated as 5472.4846 ha which is an error. (Should be approximately 2042 ha).

No marginal strips were created on lease renewal but the Status Check identifies a (Section 24 (3)) strip on the boundary of the run on the Waianakarua River defined on SO 20540 in respect to the neighbouring run (807) that appears under width and broken in places and suggests this may need to be assessed on disposition.

No roads are marked on the map as being legal. This may be an oversight as the State Highway 8 is definitely legal and the road up the face and along the crest of the Horse Range is thought to be legal (*from the Cadastral map*). Confirmation is required.

(6) Review of topographical and Cadastral data:

Topographical Maps:

NZMS 260 I42

No radio or television repeater sites, power transmission lines, huts, airstrips, water races or historic sites are marked on the topographical map. (*From files it is known that a hut and airstrip do exist on the lease.*)

A substantial gravel road is shown from State Highway 85 up the face and along the crest of the Horse Range.

The fenced boundaries closely follow the legal line. No other relevant features were found.

Cadastral Maps:

NZMS 261 I42

The Cadastral map has not yet recorded the changes to Section 61 Block V (*renaming to 91*) on the map.

Two legal road are shown affecting the lease being the State Highway 85 that skirts the lease blocks on the southern boundary near the homestead and the road up the face and along the crest of the Horse range. State Highway 85 is double fenced and tar sealed. The Horse Range road is unfenced, gravel, very steep in places, in good farm track condition and appears to follow the legal line quite closely.

A legal road is shown as joining to, but not entering the lease, on the eastern boundary below Mount Miserable. The condition of this track, or if formed, is not known.

No other paper roads are in existence.

No streams are shown as having marginal strips.

(7) Details of neighbouring Crown or conservation land:

The 4035ha Waianakarua Scenic Reserve (I42038) to the east of the property bounds it for a very short section near Bells saddle south of Mount Miserable. This reserve runs eastward towards the coast covering much of the mountain catchments of the middle and south Branches of the Waianakarua River. The Department of Conservation administers this.

A marginal strip on the North Branch of the Waianakarua River runs along outside the boundary of the lease for about 2.5 km in the north (see Status Check report for details and map). No other marginal strips were identified.

No other Crown or conservation land identified.

(8) Summary any uncompleted actions or potential liabilities:

- (1) The area of the lease as on the Status Check is incorrect. The area is stated as 5472.4846 ha but should be in the vicinity of 2042 ha.
- (2) The Status Check map has omitted identifying the legal roads affecting the lease.
- (3) The special condition (13) of the lease issued in 1951 and renewed in 1984, which requires the registration of a document on the neighbouring lease (*Section 66 Block V and Run 699 - CL338/93*) to secure access to, and use of, the wool shed and yards for certain periods of the year has not been completed. It is known that Kinross constructed its own wool shed and yards in 1952/53 and the completion of this requirement appears to have not been followed through.
- (4) Memorial 751961 on the lease document contains an error being the commencement date of the lease. The date of commencement should read 1 January 1984 not 1 January 1989 as shown. A draft letter to the District Land Registrar is attached for your approval.
- (5) Approval for planting 5.5ha of forestry was granted (see folio 207 attached) subject to "any consequent future spread of wilding trees onto other areas of Kinross being controlled by the lessee". Under tenure review the cancellation or continuance of this requirement may need to be decided.
- (6) Marginal strips have not been processed on the lease. This is a matter for the Director General of Conservation to address

ATTACHMENTS:

- (1) Schedule A, Land Status Report.
- (2) Recent copy of instrument of title search CL338/94 (*Kinross*).
- (3) Recent copy of instrument of title search CL 338/93 (*Run 699*).
- (4) Draft letter to District Land Registrar re correction to Memorial 751961.
- (5) Folio 207 Conditions of approval for 5.5ha forestry.

**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**


Project Number 6NLI11.02 016YD

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 Kinross | | | LIPS Ref 12588 |
| Property | 1 | of | 1 |

| | |
|------------------------------------|--|
| Land District | Otago |
| Legal Description | Run 700 and Sections 65, 91 and 92 Block V Waihemo SD |
| Area | 5472.4846 ha 2042.0865 ha <i>EP</i> |
| Status | Crown Land held under Pastoral Lease 348 |
| Instrument of title / lease | CL 338/94 |
| Encumbrances | No registered encumbrances Subject however to Special Conditions 13 & 14 of the lease [13) Use of wool shed /access on Run 699 & Section 66 Blk V Waihemo SD 14) Reservation of coal to Crown]. |
| Mineral Ownership | Mines and Minerals are owned by the Crown – See page 4 below. |
| Statute | Land Act 1948 and Crown Pastoral Land Act 1998. |
| Marginal Strips | Marginal Strips were not created on the renewal of this lease over Run 700. However Run 700 does adjoin a Marginal Strip [Sec 24(3)] on the North Branch of Waianakarua as defined on SO 20540 in respect to Run 807. In some instances there appears to be under width and in three instances the strip is broken. This may need to be assessed on disposition. |

| | |
|---------------------------------|--|
| Data Correct as at | 22 October 1999 |
| [Certification Attached] |  |

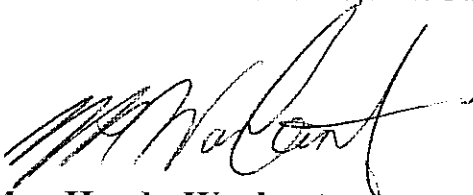
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|-------------------------------|---|
| Prepared by | G Patrick |
| Crown Accredited Agent | Opus International Consultants Ltd, Dunedin |

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|---------------------------------------|---|----|---|----------------|
| LAND STATUS REPORT for Kinross | | | | LIPS Ref 12588 |
| Property | 1 | of | 1 | |

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

under the Land Act 1948 subject to Pastoral Lease registered as 338/94.



Max Haydn Warburton
Chief Surveyor
Land Information New Zealand, Dunedin.

28 / 3 / ~~1999~~ ²⁰⁰¹

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|--|-------------------------------|
| <p>Notes : This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6.</p> | <p>Nothing found on file.</p> |
|--|-------------------------------|

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|---------------------------------------|---|----|---|----------------|
| LAND STATUS REPORT for Kinross | | | | LIPS Ref 12588 |
| Property | 1 | of | 1 | |

Research Data: *Some Items may be not applicable*

| | |
|---|---|
| SDI Print Obtained | Yes /No |
| NZMS 261 Ref | I42 |
| Local Authority | Waitaki District Council |
| Crown Acquisition Map | Kemp |
| SO Plan | SO 12085 approved November 1954 being a plan of Run 700. SO 12083 approved 1953 being a plan of various Section in Block V Waihemo SD including Sec 65. SO 21551 approved March 1986 being a plan of Sections 91 and 92. 12083 SO 20540 approved June 1983 being a plan of Run 807 [adjoining]. |
| Relevant Gazette Notices | GN 392100 – Not searched. Land acquired for road & road stopped and incorporated into lease. Incorporated land appellated by SO 21551. CT 7B/1263 issued for stopped road – in name of lessee. |
| CT Ref / Lease Ref | CL 338/94 Memorandum of Renewal 751961 337/148 Sighted but not copied. Licence for Pasturage Purposes issued from 1/3/1940 [SO Plans indicate land held on this form of tenure since 1919]. |
| Plan Index | Copies attached. |
| Legalisation Cards | SO 12085 - no card SO 12083 – no card SO 21551 – attached |
| CLR | Confirms Pastoral status. |
| Allocation Maps (if applicable) | I42 Nothing found. |
| VNZ Ref - if known | Not known |
| Crown Grant Maps | Not searched. |
| If Subject land Marginal Strip : | |
| a) Type [Sec 24(9) or Sec 58] | a) Sec 24(3) |
| b) Date Created | b) Pre 1987 |
| c) Plan Reference | c) SO 20540 – Also relates to Run 807. Also refer to “Notes” on page 2 |

| | | | | |
|---------------------------------------|---|----|---|----------------|
| LAND STATUS REPORT for Kinross | | | | LIPS Ref 12588 |
| Property | 1 | of | 1 | |

Research – continued

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|---|--|
| If Crown land – Check Irrigation Maps. | No map or documents for I42. |
| Mining Maps | I 42 Map shows mining privilege PPA39143 by Macraes Mining Co Ltd. There is no reference to this however in the Mining Index. No interest registered on CL 338/94. |
| If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc | a) SO Plan - Not applicable. b) Proc Plan c) Gazette Ref |
| 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 | a) No details known. b) None known. c) Either <input checked="" type="checkbox"/> Mines and Minerals are owned by the Crown. Part 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. The balance land was acquired from F W D & G E Bell in 1949 as apart of the Waihemo Farm Settlement. This was not a public work. Therefore if the minerals were included in the original Crown Grants they would have transferred to the Crown as part of the freehold interest. If not included in the original Crown Grant then they were Crown owned. <input type="checkbox"/> Contained in [provide evidence]. |
| d) Other Info | d) |

126600

Attachment 2

PART CANCELLED PART TAKEN BY GAZETTE NOTICE

NEW ZEALAND

LAND DISTRICT

Block 53, 55, 57, 59, 61, 63, 65, 67, 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95, 97, 99, 101, 103, 105, 107, 109, 111, 113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173, 175, 177, 179, 181, 183, 185, 187, 189, 191, 193, 195, 197, 199, 201, 203, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265, 267, 269, 271, 273, 275, 277, 279, 281, 283, 285, 287, 289, 291, 293, 295, 297, 299, 301, 303, 305, 307, 309, 311, 313, 315, 317, 319, 321, 323, 325, 327, 329, 331, 333, 335, 337, 339, 341, 343, 345, 347, 349, 351, 353, 355, 357, 359, 361, 363, 365, 367, 369, 371, 373, 375, 377, 379, 381, 383, 385, 387, 389, 391, 393, 395, 397, 399, 401, 403, 405, 407, 409, 411, 413, 415, 417, 419, 421, 423, 425, 427, 429, 431, 433, 435, 437, 439, 441, 443, 445, 447, 449, 451, 453, 455, 457, 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3207, 3209, 3211, 3213, 3215, 3217, 3219, 3221, 3223, 3225, 3227, 3229, 3231, 3233, 3235, 3237, 3239, 3241, 3243, 3245, 3247, 3249, 3251, 3253, 3255, 3257, 3259, 3261, 3263, 3265, 3267, 3269, 3271, 3273, 3275, 3277, 3279, 3281, 3283, 3285, 3287, 3289, 3291, 3293, 3295, 3297, 3299, 3301, 3303, 3305, 3307, 3309, 3311, 3313, 3315, 3317, 3319, 3321, 3323, 3325, 3327, 3329, 3331, 3333, 3335, 3337, 3339, 3341, 3343, 3345, 3347, 3349, 3351, 3353, 3355, 3357, 3359, 3361, 3363, 3365, 3367, 3369, 3371, 3373, 3375, 3377, 3379, 3381, 3383, 3385, 3387, 3389, 3391, 3393, 3395, 3397, 3399, 3401, 3403, 3405, 3407, 3409, 3411, 3413, 3415, 3417, 3419, 3421, 3423, 3425, 3427, 3429, 3431, 3433, 3435, 3437, 3439, 3441, 3443, 3445, 3447, 3449, 3451, 3453, 3455, 3457, 3459, 3461, 3463, 3465, 3467, 3469, 3471, 3473, 3475, 3477, 3479, 3481, 3483, 3485, 3487, 3489, 3491, 3493, 3495, 3497, 3499, 3501, 3503, 3505, 3507, 3509, 3511, 3513, 3515, 3517, 3519, 3521, 3523, 3525, 3527, 3529, 3531, 3533, 3535, 3537, 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3871, 3873, 3875, 3877, 3879, 3881, 3883, 3885, 3887, 3889, 3891, 3893, 3895, 3897, 3899, 3901, 3903, 3905, 3907, 3909, 3911, 3913, 3915, 3917, 3919, 3921, 3923, 3925, 3927, 3929, 3931, 3933, 3935, 3937, 3939, 3941, 3943, 3945, 3947, 3949, 3951, 3953, 3955, 3957, 3959, 3961, 3963, 3965, 3967, 3969, 3971, 3973, 3975, 3977, 3979, 3981, 3983, 3985, 3987, 3989, 3991, 3993, 3995, 3997, 3999, 4001, 4003, 4005, 4007, 4009, 4011, 4013, 4015, 4017, 4019, 4021, 4023, 4025, 4027, 4029, 4031, 4033, 4035, 4037, 4039, 4041, 4043, 4045, 4047, 4049, 4051, 4053, 4055, 4057, 4059, 4061, 4063, 4065, 4067, 4069, 4071, 4073, 4075, 4077, 4079, 4081, 4083, 4085, 4087, 4089, 4091, 4093, 4095, 4097, 4099, 4101, 4103, 4105, 4107, 4109, 4111, 4113, 4115, 4117, 4119, 4121, 4123, 4125, 4127, 4129, 4131, 4133, 4135, 4137, 4139, 4141, 4143, 4145, 4147, 4149, 4151, 4153, 4155, 4157, 4159, 4161, 4163, 4165, 4167, 4169, 4171, 4173, 4175, 4177, 4179, 4181, 4183, 4185, 4187, 4189, 4191, 4193, 4195, 4197, 4199, 4201, 4203, 4205, 4207, 4209, 4211, 4213, 4215, 4217, 4219, 4221, 4223, 4225, 4227, 4229, 4231, 4233, 4235, 4237, 4239, 4241, 4243, 4245, 4247, 4249, 4251, 4253

120600

338/94

Image Quality due to Condition of Original

- (c) THAT the Lessee shall have no right of acquiring the freehold of the said land
- (d) 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 certain land for the stock department thereon;
 - (ii) Crop such area of the said land as is sufficient for the use of himself and his family and his employees;
 - (iii) Fertilize 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 sowing the land so cleared in grass;
 - (v) Fertilize and 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.

(e) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed one thousand and six hundred (1500) head of any one class of a count of one head of sheep, one and a half head of cattle or one and a half head of horses.

(f) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall refuse 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, or if he shall 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 118 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 other breach of any covenants or conditions of the lease.

(g) THAT these provisions 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 BUINO PURCHASED BY THE LESSEE

141

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

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

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

Witness: [Signature]
Occupation: [Signature]
Address: [Signature]

[Signature]
Commissioner of Crown Lands

Signed by the abovesigned as Lessee, in the presence of-

Witness: [Signature]
Occupation: [Signature]
Address: [Signature]

[Signature]
Lessee

The Conditions hereinafore mentioned:

13. THAT the Lessee shall execute a document for registration on the leasehold title of Section 56, Block V and Run 699 Wainiemo Survey District (Wainiemo Farm Settlement) ... granting rights to the use of the woolshed and plant used in connection therewith and situated thereon, together with right of access through the said Section 56 Block V and Run 699 Wainiemo Survey District (Wainiemo Farm Settlement) ... to the owner of the within-written lease for the purpose of using the said woolshed and plant, which rights shall be for a period or periods in each year and at such annual rental as may be mutually agreed upon between the parties or failing agreement as to rent at such annual rental as may be fixed by the Manager, State Advances Corporation of New Zealand, Dunedin, or failing agreement as to period or periods of use, for such period or periods as may be decided by Arbitration under the Arbitration Act, 1908. All costs incidental to the preparation and registration of the document shall be payable by the Lessee.

14. THAT pursuant to Section 8 of the Coal Mines Amendment Act, 1950, this lease is subject to the reservation to the Lessor of all coal existing on or under the surface of the land, and subject also to the reservation to the Lessor of the power to grant coal mining rights over the land under Part I of the Coal Mines Act, 1925.

[Signature]
Commissioner of Crown Lands

[Signature]
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 1954.

[Signature]

for historical use over



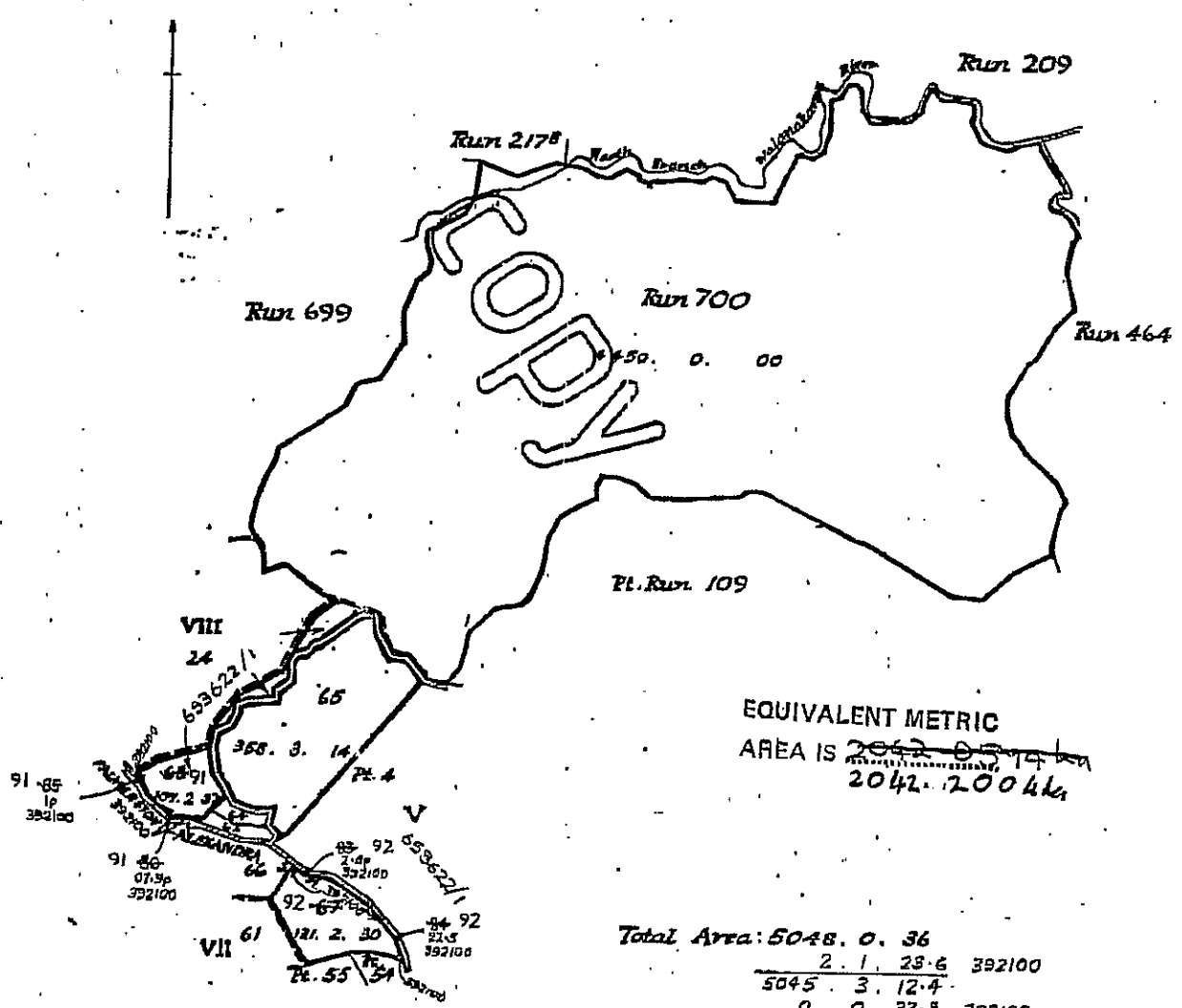
120600

Registered in the LAND REGISTRY DEPT.

SECRET
3 F/94

Secs. 63, 65, 67, Blk. V and Run 700 Waihemo S.D.

Scale: 40 chains to an inch.



EQUIVALENT METRIC
AREA IS ~~2042.0579~~
2042.2004

Total Area: 5048. 0. 36

| | | |
|----------|------|--------|
| 2. 1. | 28.6 | 392100 |
| 5045. 3. | 12.4 | |
| 0. 0. | 33.8 | 392100 |
| 5046 | 0 | 06.2 |

6.2.06.

HYOLOGIES TIKOM LINZ
120300

DISCHARGED
Variation of mortgage 157706
1961 at 11:00 am
A.L.R.

338/94
683830/4 Transfer to Keith Hugh Muldrew of Pleasant Valley Farmer - 29.7.1987 at 2.30pm.

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.

DISCHARGED
683830/5 Mortgage to Cook Allan & Co Nominees Limited - 29.7.1987 at 2.30pm
A.L.R.

392100 Gazette Notice proclaiming as road parts Section 67 (1 acre 3 roods 18.4 perches) and parts Section 63 (2 roods 4.9 perches) and proclaiming as closed parts of the road adjoining Sections 67 and 63 which are now known as Sections 83, 84, 85 and 86 Block V Waihemo District and incorporating the said Sections in the within lease. - 18.9.1972 at 11:07 am
A.L.R.

683830/6 Mortgage to Bank of New Zealand - 29.7.1987 at 2.30pm
A.L.R.

REJECTED
685712 Mortgage to Reid Farmers Finance (Otago) Limited - 27.8.1987 at 1.42pm
A.L.R.

502584/1 Transfer to Barry Douglas Soarf of Ashburton Farmer and Helen Scarf his wife - 31.8.1978 at 2.47 pm
A.L.R.

686599 Mortgage to Reid Farmers Finance (Otago) Limited - 11.9.1987 at 9.59am
A.L.R.

502584/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 31.8.1978 at 2.47 pm
A.L.R.

713831/2 Variation of Mortgage 683830/5 - 14.10.1988 at 10.01am
A.L.R.

DISCHARGED
557273 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 6.7.1981 at 10.26 am
A.L.R.

751961 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1.1.1989 and fixing (for the first 11 years) the annual rent at \$4080.00 calculated on a rental value of \$272.00 per acre - 10.4.1989 at 10.01am
A.L.R.
Entered in Error
Mistake of Law

DISCHARGED
562379 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 24.9.1981 at 2.35 pm
A.L.R.

567087 Variation of Mortgage 502584/2 - 2.12.1981 at 11.07 am
OBSOLETE
A.L.R.

756418 Variation of Mortgage 683830/5 - 13.6.1990 at 10.28am
OBSOLETE
A.L.R.

DISCHARGED
582657 Mortgage to Bank of New Zealand - 13.9.1982 at 11.35 am
A.L.R.

803882 Variation of Mortgage 683830/5 - 29.4.1992 at 11.02 am
OBSOLETE
A.L.R.

Part of the within land is now known as Section 92 (52.603 ha) and Section 91 (43.416 ha) Block V Waihemo Survey District - 8.4.1986 at 9.32am
See Re-Appellation 653622/1
A.L.R.

A.L.R.

- OVER -

120600

C.T. 338/94

902002 Variation of Mortgage
683830/5 - 27.2.1997 at 10.22 AM

OBSOLETE

[Signature]
A.L.R.

COPIES

961644 Transfer of Mortgage
to TEA Custodians Limited - 1997 at 10:55

OBSOLETE

[Signature]
A.L.R.
R.G.L.

980339.1 Transfer of a 1/2 share
to Gonny Ann Muldrew
17.12.1999 at 2.30

[Signature]
for RGL

COPIES

SOZANNE / ONLY FOUR PAGES - ARE THESE
THE 4 YOU GOT ORIGINALLY?
[Signature]

PART CANCELLED
PART TAKEN BY GAZETTE
NOTICE

NEW ZEALAND
41 APR 1955
1025
115
65
Entered in the Register Book, Vol. 338, fol. 93
the 4 day of March 1955, at 10:25 o'clock

Pastoral Lease of Pastoral Land under the Land Act, 1948
No. P.4



This Deed, made the Fifteenth day of September, one thousand nine hundred and fifty between HIS MAJESTY THE KING (who, with his heirs and successors) hereinafter referred to as "the Lessor", of the one part, and GORDON ROBERT GUSH of ROBINSON (who, with his executors, administrators, and permitted assigns, hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and give unto the Lessee, All those pieces or parcels of land containing by measurement 5479 acres, situate in the Land District of Otago, Run 609 Waikouaiti Survey District and Section 66, Block V, Waikouaiti Survey District (Whitburn Farm Settlement)

Image Quality due to Condition of Original

See diagram on separate sheet

S.R.S.
G.R.S.
L.S.

(hereinafter referred to as "the said land"), on the plan 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 January, one thousand nine hundred and fifty, together with the period between the date of this lease and the aforesaid first day of January, one thousand nine hundred and fifty, Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Otago the clear annual rent of two hundred and sixty-five pounds ten shillings (£ 265:10:0) 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 by a deposit of (£) (the receipt of which sum is hereby acknowledged) and thereafter (£) half-yearly instalments of pounds shillings on the 1st day of January and the 1st day of July in each year in the value ascertained as aforesaid.

- 1. THAT the Lessee will fully and punctually pay the rent hereinbefore reserved at the times and in the manner hereinbefore stated in this behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
- 2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
- 3. THAT the Lessee will hold and use the said land 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 shall be necessary in the case of a mortgage in 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, 1938.
- 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, 1924.
- 7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
- 8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
- 9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the first day of January on which any such premium becomes payable, the receipts 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, cut, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease preserve the said land from the timber or tree or bush being planted by the Lessee.
- 11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Manuka Tussock Act, 1940, burn any tussock, scrub, fern, or grass on the said land, nor permit any such 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.

Special Conditions:
Subject also to the Conditions endorsed on the back hereof and numbered 13 and 14.
AND it is hereby agreed and declared by and between the Lessor and the Lessee:-

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damages done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from any part of the said land which is for the time being under crop or used or situated within 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each successive term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 60 (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.

120600

338/93

- (7) THAT the Lessee shall have no right of acquiring the freehold of the said land.
 - (8) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,
 - (a) Cultivate any portion of the said land for the purpose of growing winter food for the stock dependent thereon;
 - (b) Chop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (c) Fling and sow in grass any portion of the said land;
 - (d) Clear any portion of the said land by felling and burning trees or scrub and sow the land so cleared in grass;
 - (e) Pasture any part 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 grass permanent clover and grasses to the satisfaction of the Commissioner.
- (9) THAT the Lessee shall observe due care in stocking the said land and shall not overstock; and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be kept on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed one thousand six hundred (1600) head of cattle or one hundred and twenty (120) head of sheep or one hundred (100) head of horses or one hundred (100) head of ponies or one hundred (100) head of goats or one hundred (100) head of deer or one hundred (100) head of pigs or one hundred (100) head of sheep or one hundred (100) head of ponies or one hundred (100) head of goats or one hundred (100) head of deer or one hundred (100) head of pigs.
 - (10) THAT if the Lessee shall leave New Zealand as a resident of 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 Lessor, then the Land Settlement Board may, subject to the provisions of section 216 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.
 - (11) THAT these presents are intended to take effect as a factored 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

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. Scott
 Occupation: Bank Clerk & Receiver
 Address: Dunedin

B. E. Brown
 Commissioner of Crown Lands.

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

Witness: W. H. Scott
 Occupation: acting Postmaster
 Address: Palmerston

H. R. Gunn
 Lessee.

The Conditions hereinafter mentioned:

13. THAT the Lessee shall make the wellsheds and plants situated on the said land available for the use of the occupier of Sections 63, 63 and 67, Block V and Run 700, Otago Survey District (within the Para Settlement) together with the right of access through the said land for the purpose or using the wellsheds and plants and shall execute a document for registration on his leasehold title granting the above-mentioned rights for such period or periods in each year and at such annual rental as may be mutually agreed upon between the parties or failing agreement as to rent, at such annual rental as may be fixed by the Lessee, State Advances Corporation of New Zealand, Dunedin, and failing agreement as to period or periods of use for such period or periods as may be decided by Arbitration under the Arbitration Act, 1903.

14. THAT pursuant to Section 8 of the Coal Mines Amendment Act, 1950, this lease is subject to the reservation to the Lessor of all coal existing on or under the surface of the land, and subject also to the reservation to the Lessor of the power to grant coal mining rights over the land under Part I of the Coal Mines Act, 1925.

B. E. Brown
 Commissioner of Crown Lands.

H. R. Gunn
 Lessee.

3/A

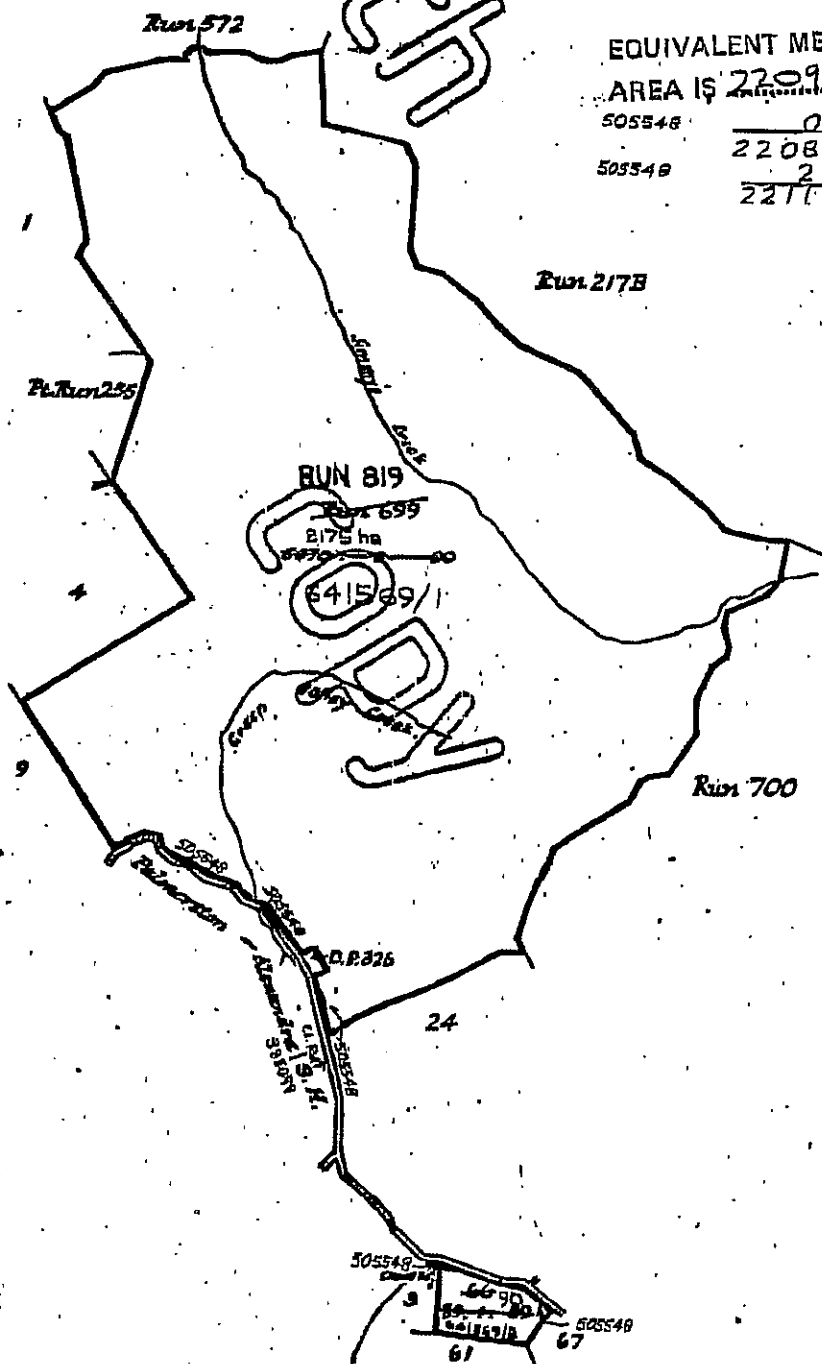
120600

Registered in the LAND REGISTER OF NEW ZEALAND

318/93

Run 699 Waihemo S.D. and Sec 66 Blk V Waihemo S.D.

Scale: 40 chains to an inch.



EQUIVALENT METRIC

AREA IS 2209.3029 ha

| | | |
|--------|-----------|----|
| 505548 | 0.8969 | / |
| | 2208.4060 | ha |
| 505549 | 2.7349 | / |
| | 2211.1409 | ha |

Total Area: 5459. 1. 09

A.R.S.
J.B. 88.

505856/2 Transfer to Trevor Gordon Gunn of Dunback Farmer - 25.10.1978 at 2.3 pm

Palmerston
A.L.R.

The land in Gazette Notice 505548 which has been incorporated in the within lease is now known as Section 89 Block V (2572m²), Section 5 (1.3063ha), Section 6 (2049m²), Section 7 (2010m²) and Section 8 (7650m²) Block IX Waihemo District.

Section 51063 d/2, 3, 510625/2
Palmerston
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.

J. H. ...
A.L.R.

413263 Transfer of a 1 share Gordon Robert Gunn to Mary Ellen Gunn of Morrisons Married Women as tenants in common in the said shares - 6.11.1973 at 11.25 am

OBSOLETE

Palmerston
A.L.R.

503796 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 23.10.1980 at 2.23 pm

DISCHARGED

Palmerston
A.L.R.

413264 Mortgage for 1 share Mary Ellen Gunn to Gordon Robert Gunn - 6.11.1973 at 11.25 am

DISCHARGED

Palmerston
A.L.R.

606247 Transfer to Patricia Mary Gunn of Palmerston Married Woman, Allan Michael Gunn of Milton Farmer and Roger Norman Macassey of Dunedin Solicitor - 30.11.1983 at 11.43 am

Palmerston
A.L.R.

Variation of Mortgage 413264 - 21.11.1973 at 11.26 am

OBSOLETE

Palmerston
A.L.R.

627415 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 13.11.1984 at 11.32 am

DISCHARGED

Palmerston
A.L.R.

Variation of Mortgage 413264 - 16.12.1974 at 2.2 pm

OBSOLETE

Palmerston
A.L.R.

443634/1 Change of Name of Mortgage in Mortgage 284346 to Wrightson NMA Farmerak Finance Limited entered 23.7.1975 at 11.08 am

OBSOLETE

Palmerston
A.L.R.

Part of the within land is now known as Run 819 Blocks IX, XIV and XVI Waihemo S.D. (2175.0ha) - 27.8.1985 at 10.09 am
See Re Appellation 641569/1

Palmerston
A.L.R.

Part of the within land is now known as Section 90 Block V Waihemo Survey District (36,1760ha) - 27.8.1985 at 10.09 am
See Re-Appellation 641569/2

Palmerston
A.L.R.

458515 Variation of Mortgage 413264 - 12.5.1976 at 2.18 pm

OBSOLETE

Palmerston
A.L.R.

505548 Gazette Notice proclaiming part of the within land (8969m²) being part Section 66 Block V and part Run 669 Block SIX Waihemo Survey District) coloured black on the diagram hereon as road, and proclaiming part (2.5675 hectares) of the road adjoining parts of the within land as closed and incorporating the said closed road and the land taken for the purposes of subsection (6) of Section 29 of the Public Works Amendment Act 1948 (1674) (being part Section 11 Block VIII Waihemo Survey District part C.T. 101/4) in the within Lease - 20.10.1978 at 11.39 am

Palmerston
A.L.R.

754006 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1.1.1984 and fixing for the first 11 years annual rent at \$3,375.00 calculated on a rental value of \$225,000.00 - 10.5.1980 at 10.26 am

OBSOLETE

Palmerston
A.L.R.

DRAFT LETTER

Our Ref: Po348/1

24 June 2000

District Land Registrar
Land Information New Zealand
Private Bag 1929
DUNEDIN

Dear Sir

RE: CORRECTIONS CL 338/94

As part of the tenure review process for Kinross (*Po348*) we are required to investigate all matters related to the legal title. During this process we have identified a matter that we feel requires alteration to the above.

Memorial 751961 contains an error being the commencement date of the lease.

The date of commencement should read 1 January 1984 not the 1 January 1989 as shown.

Your attention is drawn to this matter.

Yours faithfully



P R Diver
for Manager, Alexandra
KNIGHT FRANK (NZ) LIMITED

Attachment 5

Our Ref: P348

Landcorp
LAND CORPORATION LIMITED

24 June 1992

Mr K Muldrew
No 3 RD
PALMERSTON

Dear Keith

APPROVAL FOR DISCRETIONARY ACTIVITY: P348, KINROSS

I am pleased to inform you that approval has been granted for the works outlined below and subject to the associated conditions (refer attached map).

1. Approximately 2.2km of access track running the full length of the south west boundary of Waterwheel Block has been approved subject to the work being completed according to the attached Landcorp Guidelines for Farm Tracks.
2. A total of approximately 5.5ha of forestry planting has been approved made up of 4.5ha located in the south east corner of the Homestead Block, and one hectare in the southern corner of Mackays Block subject to any consequent future spread of wilding trees onto other areas of Kinross being controlled by the lessee. Advice regarding this proposal has also been sought from the Ministry of Forestry whose response is attached. It is recommended that you consider their advice when you are deciding on tree species and release spraying etc.

Please do not hesitate to contact this office if you have any questions regarding this letter.

Yours faithfully

Geoff Heward.

G W Heward
Consultant
LANDCORP MANAGEMENT SERVICES LTD 

INCORPORATING LANDCORP INVESTMENTS LIMITED & LANDCORP MANAGEMENT SERVICES LIMITED

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