

## **Crown Pastoral Land Tenure Review**

**Lease name : MICHAEL PEAK**

**Lease number : PO 330**

### **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.

**June 09**

1380

1380

# OMARAMA RUNS

—Surveyed by E.H. Waters Asst. Surveyors Jan. 1915—

Scale 20 Chains to an Inch

Part IVA Concession Act 1901  
(Mauritius, 5726)

SECTION 1380  
SECTION 1381  
SECTION 1382  
SECTION 1383  
SECTION 1384  
SECTION 1385  
SECTION 1386  
SECTION 1387  
SECTION 1388  
SECTION 1389  
SECTION 1390

LEGALISATION CARD

NOTE: Owing to the fact that the original plan is not available, the following is a copy of the original plan as shown to the Surveyors on 11th Nov. 1915.

11/11/15  
11.11.15  
11.11.15

11.11.15  
11.11.15  
11.11.15

## HAWK DUN

684

PT 322A

8550 Ac.

(16810 Ac.)

322E

17160 Ac.

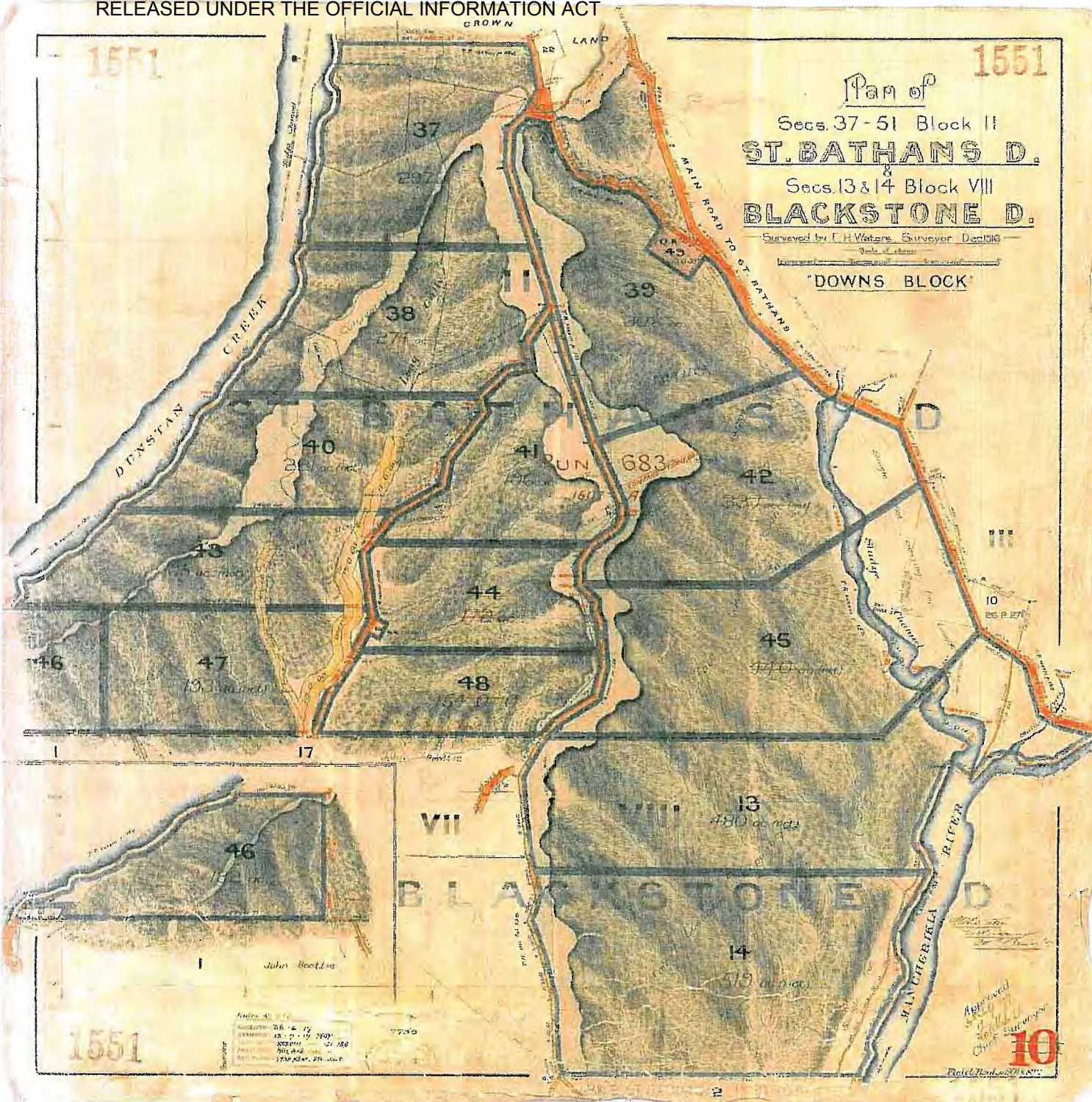
17153

1380

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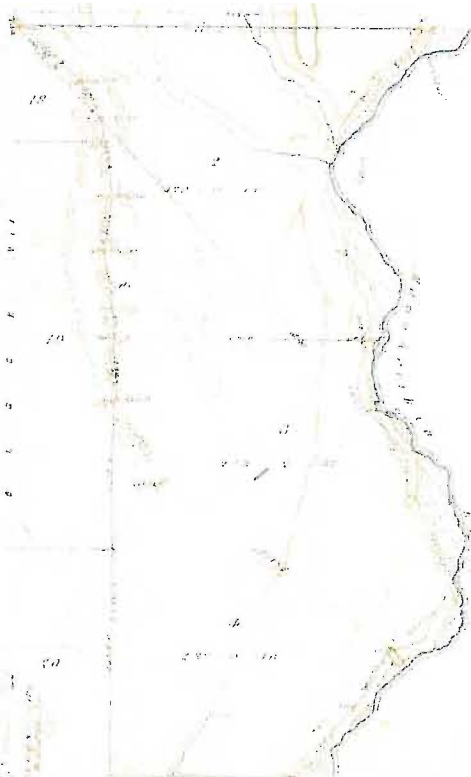
APPROVED  
E.H. Waters  
Asst. Surveyors





217 .

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PART OF  
 BLOCK VIII  
 BLACKSTONE DISTRICT

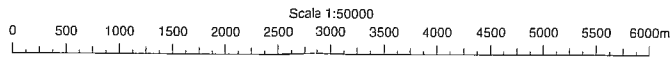
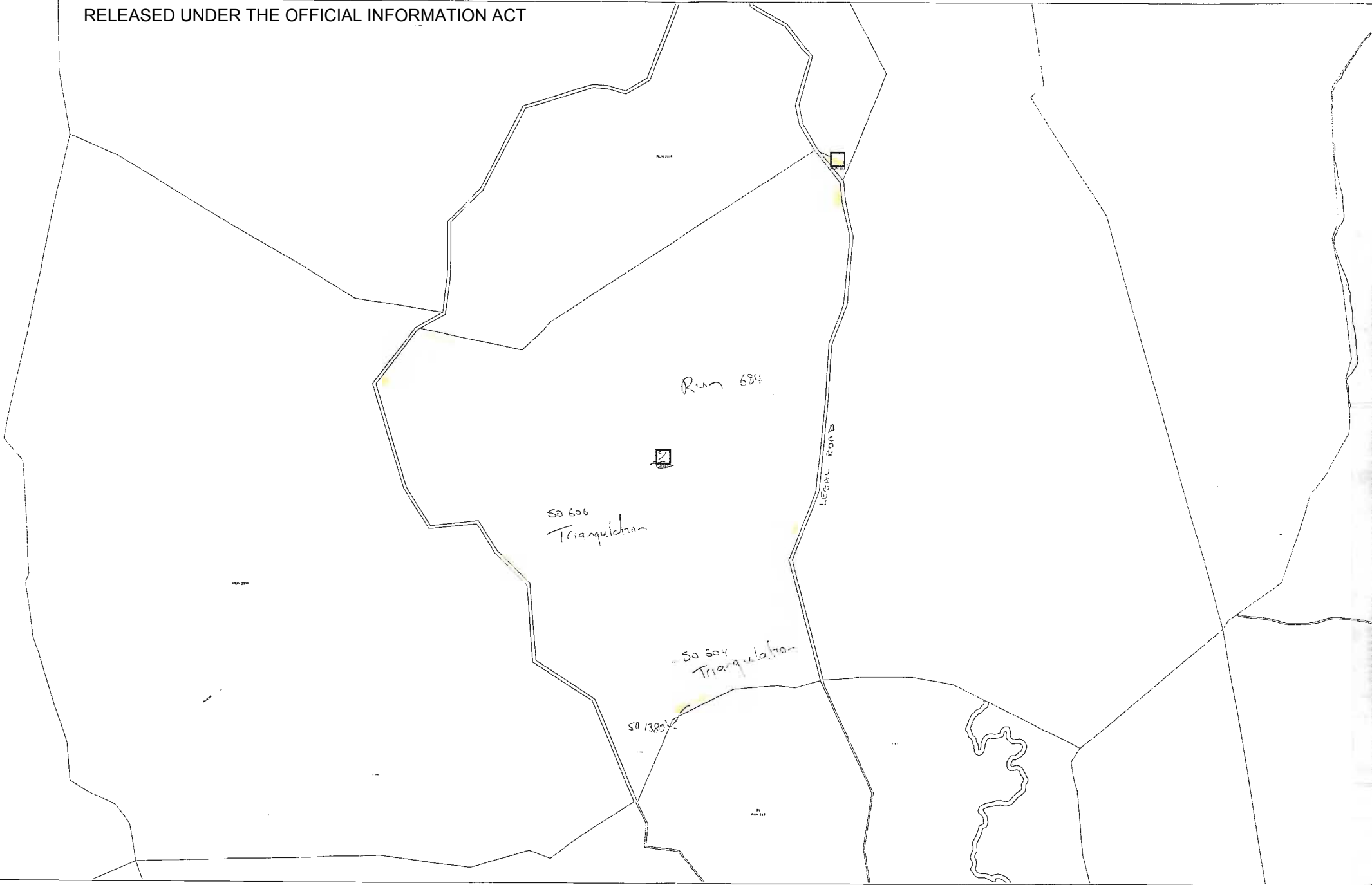
*As Platted by the Surveyor - March 20th 1851*

*North*



217

217  
21



SO 1551



# View Statutory Action

**Parcel** Crown Land Block II St Bathans Survey District  
**Current Purpose** Crown Land Reserved from Sale (Marginal Strip)

**Parcel Status** Current

Statutory Action	Type	Recorded	Action	Status
Sec 58 Land Act 1948	Other Statutory actions	31/03/2000	Create	Current

**Statute**  
**Purpose** Crown Land Reserved from Sale (Marginal Strip)  
**Name**  
**Comments**

\*\*\* End of Report \*\*\*

# Memorandum of Transfer

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1001 / 091

~~(herein called "the Transferor") being registered as proprietor of an estate~~

~~subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in the piece or pieces of land situated in the Land District of containing more or less being~~



## 1.0 BACKGROUND

- 1.1 The Blackstone Irrigation Company Limited, a duly incorporated company having its registered office at (called "the Irrigation Company") has purchased the Blackstone Irrigation Scheme pursuant to a Sale and Purchase Agreement between Blackstone Irrigation Company Limited then yet to be incorporated and DAVID FRANCIS CAYGILL, Minister of Finance and COLIN JAMES MOYLE, Minister of Agriculture on behalf of the Crown, dated 20 September 1989. The Blackstone Irrigation Scheme (called "the Irrigation Scheme") is described in the said Sale and Purchase Agreement.
- 1.2 HER MAJESTY THE QUEEN acting by and through the Commissioner of Crown Lands (called "the Crown") is the proprietor of that land containing 5038.6600 hectares more or less being Run 684 Hawkdun Survey District and Sections 2, 3, 4, 13 and 14, Block VIII and Run 784 Blackstone Survey District subject to Pastoral Lease Number P330 comprised in Register Book Volume 4D Folio 401 (Otago Land Registry). (called "the Crown's land").
- 1.3 V. G. WALDRON AND CO. LIMITED (called "the Lessee") is registered as the lessee of the said Pastoral Lease.
- 1.4 The Minister of Agriculture (called "the Minister") had the right immediately before the date of sale of the Irrigation Scheme to the Irrigation Company, pursuant to Section 223 of the Public Works Act 1981 or the corresponding provisions of any former enactment relating to irrigation, to enter, use, occupy, carry out work on, store water on, or convey water over the Crown's land and in the manner, detailed in this Instrument, for the purposes of the Irrigation Scheme.

*copy 9/10/84*  
*B.K.2*  
*MBW*

-2-

- 1.5 Section 4 of the Irrigation Schemes Act 1990 provides the statutory mechanism to transfer from the Landowners to the Irrigation Company, the same easement rights as the Crown previously had over the Crown's land, and the Crown, lessee and the Irrigation Company have agreed to the transfer of these easement rights to the Irrigation Company.

## 2.0 GRANT OF EASEMENT

- 2.1 The Crown pursuant to section 60 of the Land Act 1948 and section 4 of the Irrigation Schemes Act 1990 TRANSFERS AND GRANTS to the Irrigation Company as an easement in gross forever, the right to convey water over the said Crown's land as marked "\_\_\_\_" on the plan B1 annexed which right to convey water shall have attached to it the rights, powers and obligations detailed in the following clause 3.0.

## 3.0 RIGHTS AND POWERS RELATING TO THE GRANT OF EASEMENT

- 3.1 The Irrigation Company together with any person (as defined in Section 4 of the Acts Interpretation Act 1924) acting with the authority, or on the instructions, of the Irrigation Company and together with all tools, implements, machinery, vehicles, equipment and materials of whatsoever nature shall have the uninterrupted and unrestricted rights:

- (a) To situate and maintain water works and convey water unimpeded along the stipulated course on the Crown's land shown on the plan attached and for this purpose to have the right to use, occupy, construct, maintain, reconstruct and carry out such works (in this Instrument called "water works") as the Irrigation Company considers necessary or desirable on

*B. L. McK*  
*B.K.2 New*

-3-

the Crown's land along the stipulated course including, but without limitation, structures and works for; intakes, conveying water, water flow control and supply, turnouts, monitoring and discharges.

- (b) To monitor and control its waterflows and the water source flows and to carry out viewing, surveillance and monitoring of its water works on the Crown's land.
- (c) To enter the Crown's land and to have access across the Crown's land by the most practicable route.
- (d) To erect and maintain such fixtures or markers as may be necessary to indicate the location of any pipeline and associated works provided that such fixtures or markers do not interfere with the reasonable management of the Crown's land.
- (e) To generally do anything necessary or convenient for the full exercise of the rights under this Instrument and to give full effect to the purposes of this Instrument.

It being acknowledged that the words "convey water" and "conveying water" include "bye-wash water" and "bye-washing water".

3.2 In exercising its rights and powers under this Instrument, the Irrigation Company shall:

- (a) Cause as little disruption and disturbance to the occupation and enjoyment by the Crown and the lessee of the Crown's land, as is reasonably possible.

*B. J. McK*  
*B.K.J* *J.S.*  
*N.B.W.*

-4-

- (b) Cause as little damage to the Crown's land and the fixtures on it and the surface of it as is reasonably possible.
  - (c) After exercising its rights and powers, restore the Crown's land and the fixtures on it as nearly as is reasonably possible to its former condition but as shall be reasonable in the circumstances having regard to the economic and amenity values to the Crown and the lessee of the land and the fixtures affected.
- 3.3 (a) When the Irrigation Company requires entry with machinery on the Crown's land to carry out maintenance or construction works, it shall take reasonable steps to give to the lessee or occupier of the land not less than 24 hours notice by direct personal contact, ordinary letter, facsimile transmission, or telephone prior to such entry and works being undertaken, unless there is an emergency and in which case no notice shall be required.
- (b) If the lessee or occupier has received such notice the lessee or occupier shall notify the Irrigation Company, prior to the entry and work being undertaken, of the presence of pipes or other underground facilities in the Crown's land and if the lessee or occupier fails to notify the Irrigation Company then the Irrigation Company will not be liable for any damage it may cause to such underground pipes or underground facilities.
- 3.4 (a) It is acknowledged that the Irrigation Company shall not fence the boundaries of the easements.
- (b) The Crown and lessee shall not do, or permit to be done, anything, including planting trees or constructing works or buildings, which will prevent or interfere with the free passage of water along the stipulated

*B. K. J. / B. K. J.*

-5-

course or prevent or interfere with the Irrigation Company's full rights of access and full use by it of its rights created by this Instrument and shall not interfere, or permit any interference, or allow trees, tree roots or other vegetation growing on or from the Crown's land or stock pastured on the Crown's land to interfere with the support, structure or integrity of the Irrigation Company's water works.

(c) Without limiting the extent of this clause 3.4, the Crown and lessee shall not, without the prior written consent of the Company, plant or permit to be planted trees or construct or permit to be constructed works or buildings within 4 metres of the centre line of a pipe or within 3 metres from the edge of a water race or other water works.


3.5 The rights and powers contained in paragraphs 2 and 5 of the Seventh Schedule to the Land Transfer Act 1952 shall apply except insofar as they are varied by this instrument and with the deletion from both paragraphs 2 and 5 of the words "(in common with the grantor, his tenants and any other person lawfully entitled so to do)".

3.6 Any right of action or remedy which shall at any time after the date of this instrument accrue to the irrigation company because of any breach or non-observance by or on behalf of the Lessee of any of the covenants expressed or implied in this instrument and to be observed or performed by the Crown, shall be enforced only against the registered proprietor for the time being of the Pastoral Lease in respect of which such breach or non-observance shall occur or against the lessee of the Pastoral Lease at the time of such occurrence aforesaid but to the intent that any lessee of the Pastoral Lease shall only be liable for acts or defaults occurring while that person is so registered.

*Ed McK. JS*  
*B/K.2 NBN*

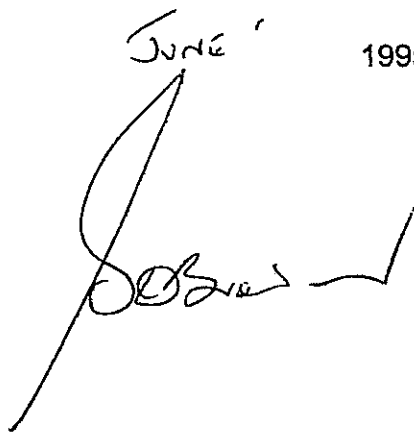
- 3.7 The lessee agrees to the terms of this instrument and is bound by them to the extent that the terms apply to the lessee and the lessee consents, without payment of compensation, to the terms of this instrument.
- 3.8 A reference to any party to this instrument includes that party and that parties transferees and successors.

6 of mch  
B.K.2 NBN



Dated the 26<sup>th</sup> day of June 1995

SIGNED by and on behalf )  
of HER MAJESTY THE )  
QUEEN by the )  
Commissioner of Crown )  
Lands as landowner )  
in the presence of: )



Witness *dt Bell* )  
*Senior Member General Review Lands* )  
*Dept of Survey and Land Information* )  
Occupation )

Address *Wellington* )

SIGNED by the )  
BLACKSTONE IRRIGATION )  
COMPANY LIMITED )

*Colin J. McKeogh* )  
Director

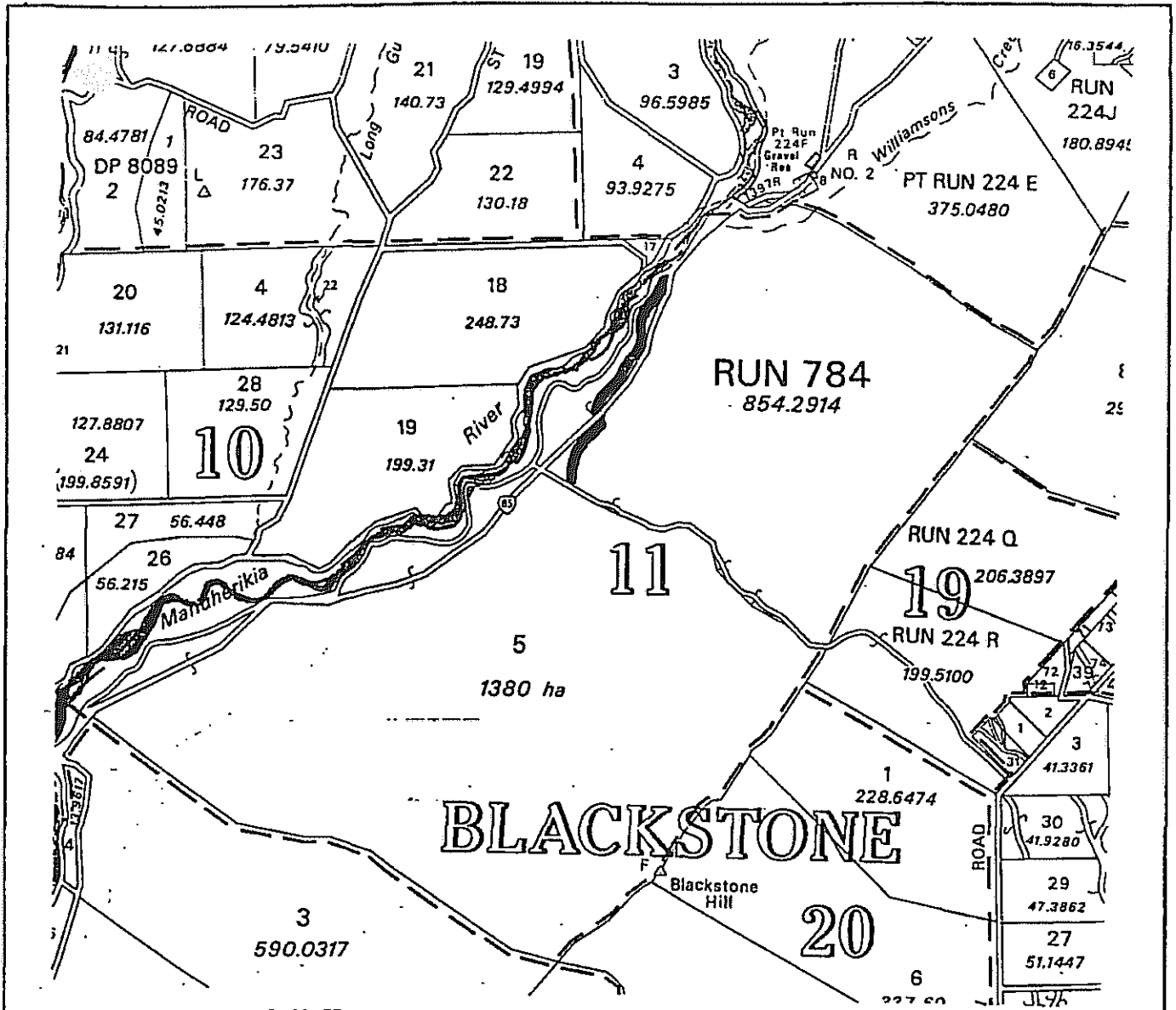
*B. K. Johnston* )  
Director

SIGNED by V.G. WALDRON )  
AND CO. LIMITED as lessee )  
by the affixing of its Common )  
Seal in the presence of: )



*V.G. Waldron*  
.....  
Governing Director





CROWN COPYRIGHT RESERVED  
 Approved for internal reproduction by  
 Blackstone Irrigation Company Ltd  
 in terms of Licence No OT 1995/5

### OPTIONAL EASEMENTS IN GROSS

Purpose	Comprised in	Shown	Servient Tenement	Grantee
Right to Convey Water	CL 14D / 401		Run 684 Hawkdun S.D. Secs 2,3,4,13+14 Blk VIII Run 784 Blackstone SD	Blackstone Irrigation Company Ltd

**Plan of Easement over Run 684 Hawkdun SD  
 Sections 2, 3, 4, 13 + 14 Block VIII +  
 Run 784 Blackstone S.D.**

OTAGO LAND DISTRICT  
 CENTRAL OTAGO D.C.

SCALE 1 : 50,000  
 DATE: March 1995

Prepared by MCGEORGE & ELDER  
 SURVEYING CONSULTANTS

B 1

*by McK  
 B.K.2*

**In Consideration of the sum of**

paid to the Transferor by

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the Transferee all the Transferor's estate and interest in the said piece or pieces of land

**In witness whereof** these presents have been executed this                      day of                      19

**Signed** by the Transferor

(by the affixing of its common seal)

in the presence of:

**MEMORANDUM OF TRANSFER**

EASEMENTS IN GROSS FOR IRRIGATION  
WORKS

Correct for the purposes of the Land Transfer Act 1952

V.G. WALDRON & CO. LIMITED ..... Transferor

SOLICITOR FOR THE TRANSFEREE

BLACKSTONE IRRIGATION COMPANY ..... Transferee  
LIMITED

I hereby certify that this transaction does not contravene  
the provisions of Part IIA of the Land Settlement  
Promotion and Land Acquisition Act 1952.

16D/1007

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

SOLICITOR FOR THE TRANSFEREE

I hereby certify for the purposes of the Stamp and Cheque  
Duties Act 1971 that no conveyance duty is payable on  
this instrument by reason of the application of Section  
24(1) of the Act and that the provisions of subsection (2)  
of that section do not apply.

Assistant / District Land Registrar of the

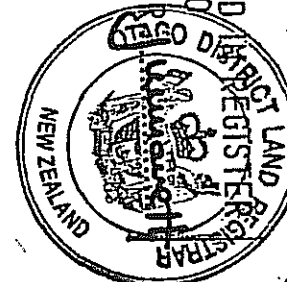
District of OTAGO

SOLICITOR FOR THE TRANSFEREE

16D/1007

CHECKETTS MCKAY  
LAWYERS  
CENTRAL OTAGO

9.34 03 JUL 95 885914  
PARTICULARS ENTERED  
LAND REGISTRY OTAGO  
ASST. LAND REGISTRAR  
40/401  
DISTRICT LAND REGISTRAR  
NEW ZEALAND



745993.1 VL

LAND CORPORATION LIMITED

Memorandum of Dealing with Lease or Licence

LEASE OR LICENCE NO. 064..... Registered in Vol. 4D..... Folio. 403...

NAME OF PRESENT LESSEE / LICENSEE V. G. Waldron & Trust.....

DESCRIPTION OF LAND Run 685, St Bathans and Hawkdun Survey Districts.....

Area..... 3439.8280 ha

NATURE OF DEALING AND PARTY Transfer to V. G. Waldron and Company 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 on the ..10th..... day of ..... October..... 1989...

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  
LAND CORPORATION LIMITED ) by its Attorney  
by its Attorney Kenneth Ross Taylor )  
in the presence of ) *Kenneth R. Taylor*

Witness:..... *W. Mitt*.....

Occupation: Land Administration Consultant

Address: Land Corporation Limited  
ALEXANDRA

Advice to Land Corporation Limited, ALEXANDRA

The above transaction was registered on the *22nd*..... day of  
*January*..... 19*90* as No. *745993/2*.....

New Address:..... RD, Otarehua.....

Local Authority:..... Maniototo County Council.....

P L Register: / /  
Transfer Reg: / /

Ledgers: / /  
Records: / /

RELEASED UNDER THE OFFICIAL INFORMATION ACT

# COOK ALLAN GIBSON

BARRISTERS & SOLICITORS

COLONIAL MUTUAL BUILDING  
Cnr. HIGH & PRINCES STREETS  
P.O. BOX 143  
DUNEDIN 9000  
NEW ZEALAND

**PARTNERS**

ANDREW JOHN ANDERSON  
COLIN JOHN DOHERTY  
PETER CHARLES LEWIS GIBSON  
ROBERT FRANCIS LAWRENCE, NOTARY PUBLIC  
ROGER NORMAN MACASKEY

**CONSULTANT**

JAMES ERIC GOVAN

**ASSOCIATES**

ELEN IRENE DAVIDSON  
DEAN ROBERT TOBIN  
KATHERAE JANE WALKER  
TRUST MANAGER  
BARRY JAMES DUNCAN  
PRACTICE MANAGER  
JOHN WINSTONE SCODDART

TELEPHONE (ISD 64) (STD 024) 777-312  
FAX (64) (024) 779-276  
NZDX 17023

GST Reg. No. 10471267

PLEASE QUOTE

OR ASK FOR

**N G Griffiths**

The District Land Registrar  
DUNEDIN

19 January 1990

Dear Sir

REJECTION NO. 741302

We refer to the above rejection abstract requesting production of a duplicate of variation of licence. We advise that Land Corporation Limited forwarded this prepared document to us and when they did so only an original had been prepared and signed by them. This original was then signed by the Lessee's, no duplicate being forwarded to us for that purpose. Therefore we request that if a duplicate is required that a photocopy of the original suffice and we reodge the documents for registration on that basis.

Yours faithfully,  
COOK ALLAN GIBSON

per



0240b

MEMORANDUM OF VARIATION OF LEASE/LICENCE

IN THE MATTER of the Land Transfer Act  
1952 and the Land Act 1948 and  
IN THE MATTER of Lease/Licence No.  
P330 and O64  
registered in Volume 4D folio 401 and  
Volume 4D Folio 403  
Otago Land Registry from Her Majesty the  
Queen to Valentine Gerard Waldron of  
Oturehua, Farmer (3/5ths) Allan Graeme  
Merrilees of Dunedin Stock and Station  
Agent Roger Norman Macassey of Dunedin  
Solicitor and Vera Leslie Waldron of  
Oturehua Married Woman (2/5ths)

The covenants conditions and restrictions contained or implied in the  
above-mentioned Lease/Licence registered in Volume 4D Folio 401 and  
Volume 4D Folio 403 Otago  
Land registry, are hereby varied as follows:

1. That should the lessee/licensee with the consent of Land Corporation  
Limited transfer, sublet or otherwise dispose of his interest in the  
land affected by the said lease/licence or any part thereof to a  
company incorporated under the Companies Act 1955, then the following  
provisions shall apply:

- (a) The provisions of Section 89 of the Land Act 1948, shall apply  
to all transfers and other dispositions of shares in such  
a 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 Land Corporation Limited.
- (b) The provisions of the Land Act 1948, with regard to residence  
shall continue to be applicable to the said lease/licence  
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 Land Corporation  
Limited.
- (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/licence  
entitling the lessor/licensor to exercise all or any of  
the powers conferred upon her by the said lease/licence  
in such circumstances.


2. Save as hereby expressly varied all the covenants conditions and  
restrictions contained or implied in the said Memorandum of lessor/  
Licence shall remain in full force.

IN WITNESS WHEREOF the parties have hereunto subscribed  
their names this 21st day of April 1987

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  
Attorney



Witness: 

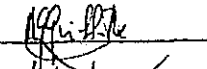
Occupation: Property Officer, Landcorp

Address: Dunedin

Signed by the said )  
Valentine Gerard Waldron )  
as lessee/licensee in the )  
presence of: )



V G Waldron

Witness: 

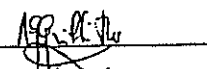
Occupation: Librarian

Address: Dunedin

Signed by the said )  
Allan Graeme Merrilees )  
as lessee/licensee in the )  
presence of: )



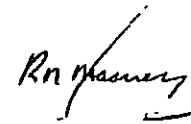
A G Merrilees

Witness: 


Occupation: Librarian

Address: Dunedin

Signed by the said )  
Roger Norman Macassey )  
as lessee/licensee in the )  
presence of: )



R N Macassey

Witness: 

Occupation: Librarian

Address: Dunedin



Signed by the said )  
Vera Leslie Waldron )  
as lessee/licensee in the )  
presence of: )

*V L Waldron*

\_\_\_\_\_  
V L Waldron

Witness: *[Signature]*

Occupation: *Electrician*

Address: *Dunedin*

=====

**CERTIFICATE OF ALTERATION**

HER MAJESTY THE QUEEN (Lessor  
(Licensor

..... (Lessee  
(Licensee

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

.....  
District  
Land Registrar of the  
Assistant

District of Otago .....

\_\_\_\_\_  
\_\_\_\_\_

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

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 21st day of April  
1989



9.13 22 JAN 90

745909

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY OF AUCKLAND  
ASST. LAND REGISTRAR



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48140



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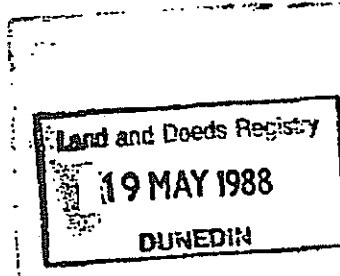
Telephone 4 733 805

Fax 4 739 930

Telex ENMIN NZ31488

MINISTRY OF ENERGY

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



Our Ref. 33 326

Your Ref.

16 MAY 1988

District Land Registrar  
Private Bag  
DUNEDIN

EXPLORATION LICENCE 33 326  
HELD BY HOMESTAKE NZ EXPLORATION LTD

This is to advise that the above licence recorded in your office as 655795 has expired on 30 April 1988.

Would you please note your records accordingly.

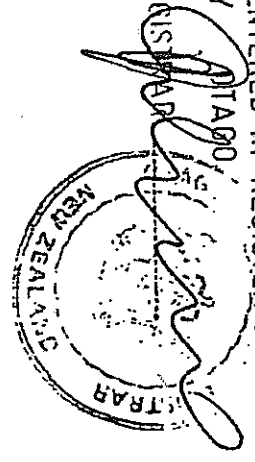
*B McAuliffe*  
B McAuliffe  
for Secretary of Energy

5A-2

*Expired.*

9.21 19.MAY 88 702808

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY  
ASST LAND REGISTRAR  
9D 158



**MINES DIVISION** **MINISTRY OF ENERGY**

Private Bag Wellington Telephone 735 755 Telex MINES NZ31341

21A

2 - MAY 1986  
33 326

Our Ref:

Your Ref:

REGISTERED

District Land Registrar  
Private Bag  
DUNEDIN

EXPLORATION LICENCE 33 326  
BY HOMESTAKE NEW ZEALAND EXPLORATION LIMITED

I enclose four copies of the above licence signed under delegated authority.

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

  
U M Jina  
for Secretary of Energy

Encl.

DUNEDIN

Land Registry Office

EXPLORATION LICENCE 33 326  
Mining Act 1971

LICENSEE: Homestake New Zealand Exploration Limited  
133 Kolmar Road  
Papatoetoe  
AUCKLAND

FIRST SCHEDULE:

AREA 61.35 square kilometres  
DESCRIPTION:

OTAGO LAND DISTRICT - MANIOTOTO COUNTY

All that area of land situated in part Blocks 3, 6, 8, 9, 11, 12, 19, 20, 21 and 22 Blackstone Survey District as is more particularly described in the THIRD SCHEDULE and shown on the attached plan.

TERM: Two Years commencing on the date hereof.

PURSUANT to the Mining Act 1971 the Minister of Energy hereby grants to the above-named licensee the right to carry out mineral exploration for all minerals and to exercise the other rights specified in the Act on the land described in the FIRST SCHEDULE hereto for the abovementioned term SUBJECT TO the terms, conditions, reservations and provisions set out in the said Act and any regulations for the time being in force thereunder and to the additional terms, conditions, reservations, and provisions specified in the SECOND SCHEDULE hereto.

Dated at Wellington this 1<sup>st</sup> day of May 1988

William John Reilly  
Executive Officer (Licensing) Ministry of Energy

Signed by .....  
under-powers delegated under sections 9 and 10 of the Ministry of Energy Act 1977 and not revoked at the date of signing.

Licence No. EL 33 326



SECOND SCHEDULE

CONDITIONS SET BY THE MINISTER OF ENERGY IN TERMS OF SECTION 104(5)  
MINING ACT 1971 FOR EXPLORATION LICENCE APPLICATION 33 326 FOR AN  
EXPLORATION LICENCE BY HOMESTAKE NEW ZEALAND EXPLORATION LIMITED  
(HEREINAFTER CALLED THE LICENSEE)

---

WORK PROGRAMME

- 1 The licensee shall not carry out exploration outside the scope of the annexed statement of proposed exploration method without first obtaining the written approval of the Minister of Energy.

EXPLORATION METHODS

- 2 The licensee shall take all samples by hand means.
- 3 The licensee shall not
  - a use earthmoving machinery
  - b dig pits, trenches, costeans or similar excavations
  - c take any sample exceeding 5 kg
  - d use explosives unless for geophysical surveys and only then with the approval of the Inspector of Mines and Quarries.

PROTECTION OF THE ENVIRONMENT

- 4 The licensee shall
  - a keep environmental disturbance to a minimum and in particular avoid as far as possible doing injury or damage to vegetation; and
  - b prevent injury or damage to wildlife and native birdlife; and
  - c take all reasonable precautions to prevent damage by fire and ensure that no fire hazard arises from the exploration.
- 5 The licensee shall not
  - a alter, damage or destroy any track
  - b leave any debris, litter, rubbish or dangerous, unsightly or offensive matter on the land
  - c unless approved in writing by the Inspector and the owner or occupier clear or destroy vegetation for any purpose.

ACCESS AND WORKS

- 6 The licensee shall not erect, site, form, construct or maintain any road, track bridge, airstrip.

- 7 The licensee shall leave all gates as found, unless the licensee is otherwise requested by the appropriate occupier.

REPORTS

- 8 The licensee shall
- a six months after the date of issue of the licence (at six monthly intervals thereafter) and at the expiry of the licence, submit to the Deputy Secretary of Energy (Mines) a short report (in duplicate) giving details of expenditure, accompanied by a statutory declaration, and describing the work carried out during the period; and
  - b forward to the Deputy Secretary of Energy (Mines) a full geological report of the exploration programme (in triplicate) following the expiry of the licence.

PUBLIC LIABILITY

- 9 The licensee shall maintain during the currency of the licence, public liability insurance of not less than \$50,000 covering claims
- a arising out of accidental damage to property
  - b resulting from fire or explosion
  - c for the costs of fire fighting and suppression of fire
- which may arise as a result of the licensee's exploration activities.

WORK PROGRAMME FOR EXPLORATION LICENCE APPLICATION 33 326  
BY HOMESTAKE NEW ZEALAND EXPLORATION LIMITED

STAGE I

Stage I would include:

- a Detailed literature search of available data on the area.
- b Stream sediment sampling programme over most of the area.
- c Air Photo Interpretation and Landsat Interpretation.
- d Rock chip sampling for geochemical analyses and/or mineralogical and petrological examination.

STAGE II

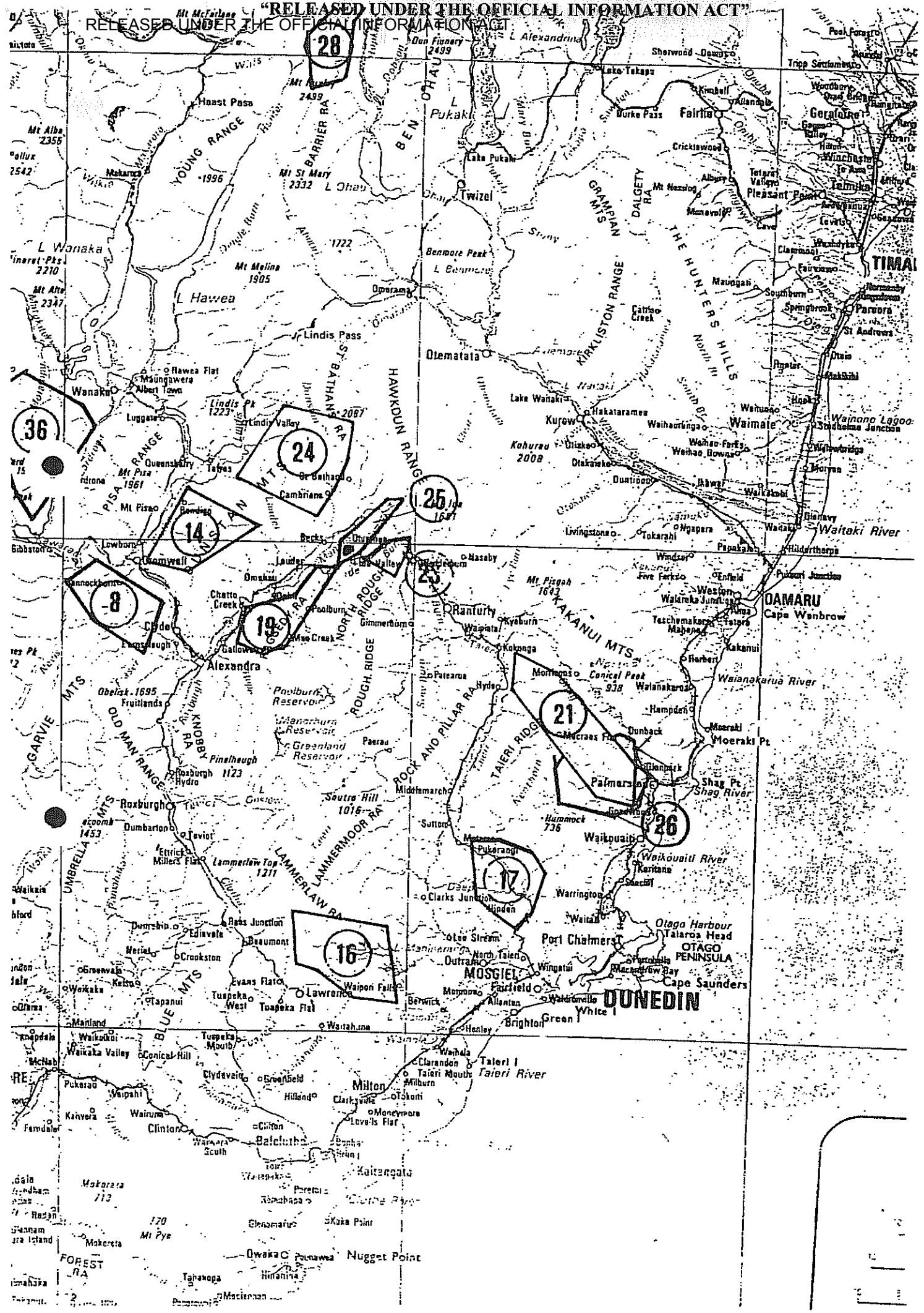
Commencement of Stage II would be dependent on some encouraging results being obtained during the Stage I work.

Stage II would include:

- a Geological Mapping of selected areas.
- b Detailed geochemical sampling of selected areas.
- c Depending on results of a and b low impact geophysical techniques such as ground magnetic surveys, or induced polarisation surveys.

THIRD SCHEDULE

Commencing at a Trig marked M, thence approximately 4.55 km on a bearing of 069.5 degrees true to the western most corner of Section 7, Block 12, Blackstone Survey District, as shown on SO Plan 18513, thence approximately 15.4 km on a bearing of 036.5 degrees true to the north-eastern most corner of Section 2, Block 22, Blackstone Survey District, thence approximately 1.2 km on a bearing of 013.5 degrees true to a point on the southern boundary of Block 4, St Bathans Survey District, thence westerly along the said southern boundary to the south-western most corner of Block 4, St Bathans Survey District, thence approximately 13.45 km on a bearing of 223 degrees true to the south-western most corner of Block 11, Blackstone Survey District, thence approximately 5.7 km on a bearing of 197 degrees true to the point of commencement but excluding that land included in mining licence 31 1626.





90 / 158

Expired  
19.5.1988

The Mining Act 1971

EXPLORATION LICENCE No. 33 326

Minister of Energy

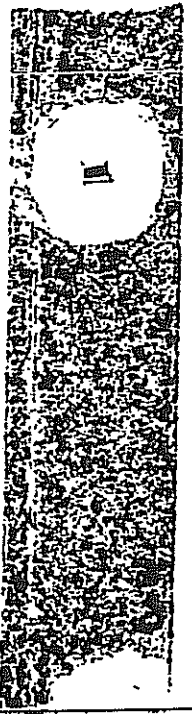
TO

*[Handwritten signature]*  
ALR

HOMESTAKE NEW ZEALAND EXPLORATION LIMITED

Area: 61.35 square kilometres

MEMORIALS

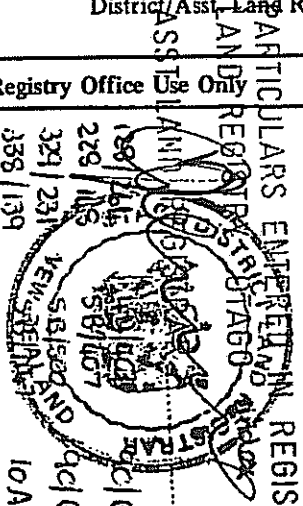


Particulars entered in the Register shown in the First Schedule herein on the date and at the time stamped below

District/Asst. Land Registrar.

008 07 MAY 86 655795

Registry Office Use Only		PARTICULARS ENTERED IN REGISTER	
188/544	9c/663		
228/115	9c/674		
321/231	10A/111		
338/139			
369/27	60/623		
369/65	60/623		
388/94	7B/621		
388/99	SA/11420		
388/106	9B/1174		
3A1/762	9B/1313		
3D/1190	9C/609		



851 / ab



Department of Conservation  
*Te Papa Atawhai*

Our ref: P 330

26 February 2002

Property Manager  
Opus International ltd  
Private Bag 1913  
DUNEDIN



Attention John Kirk

Dear Sir

**TENURE REVIEW: MICHAEL PEAK**

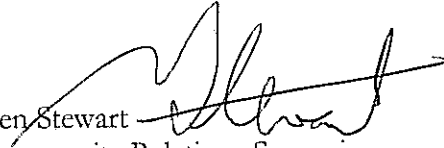
I refer to your letter of 22 February 2002.

There are no known public conservation areas within the boundary of the above lease.

The attached plans show that marginal strips adjoin the boundary of the lease in several locations.

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




Yours faithfully

  
Ken Stewart  
Community Relations Supervisor  
For Conservator

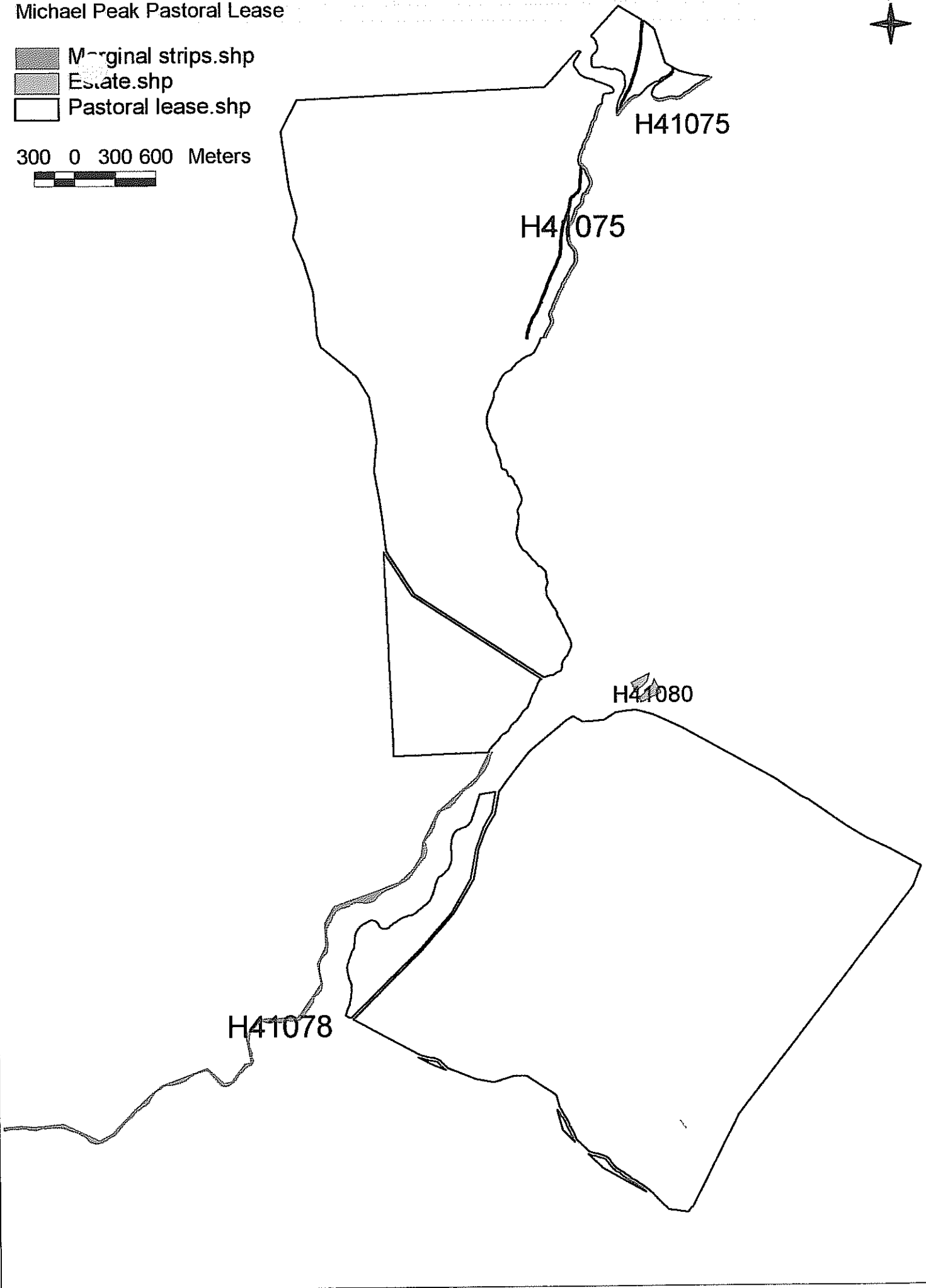
Principal
File Number
Project Manager





Michael Peak Pastoral Lease

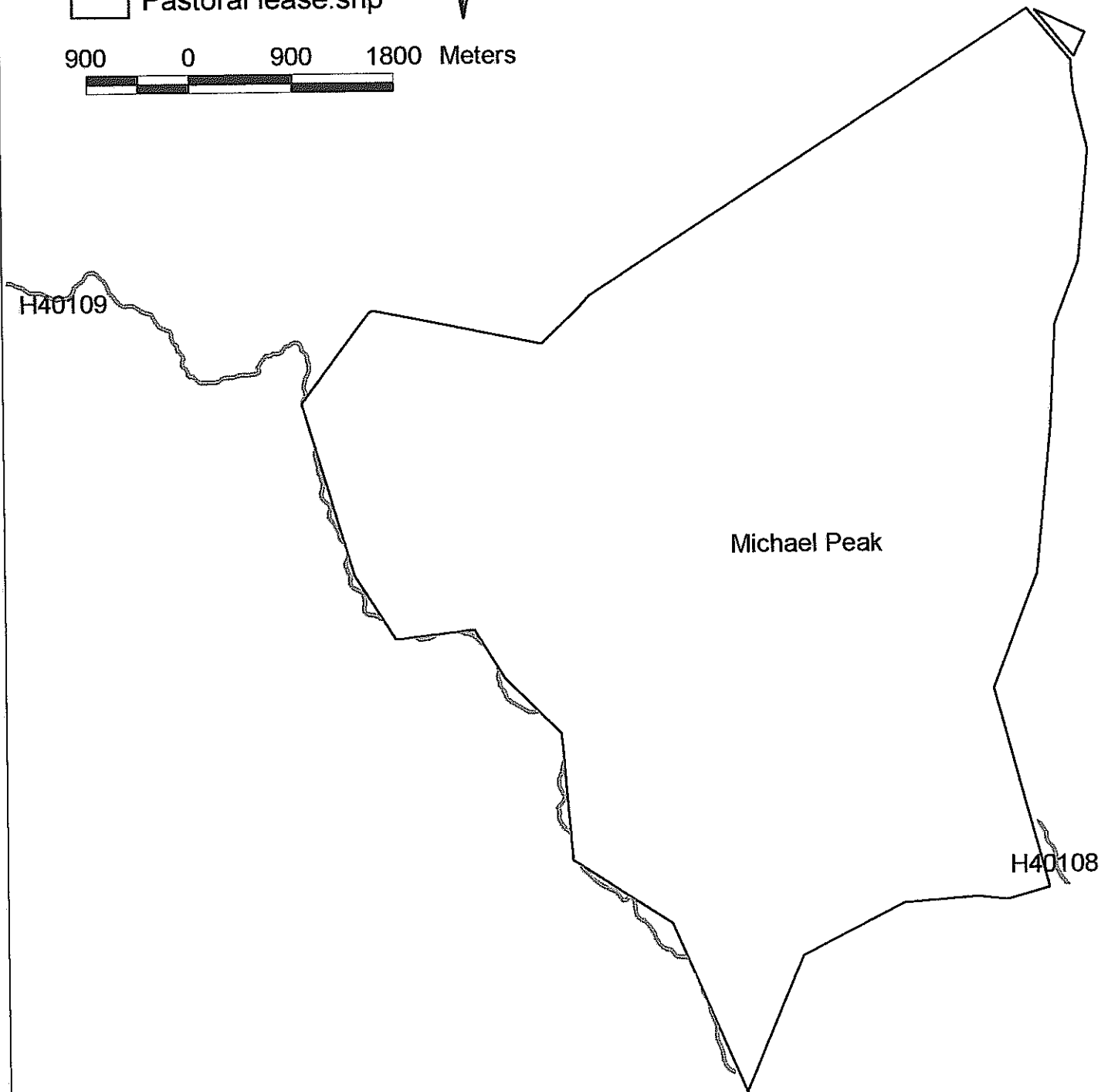
-  Marginal strips.shp
-  Estate.shp
-  Pastoral lease.shp

300 0 300 600 Meters



# Michael Peak Pastoral Lease

-  Marginal strips.shp
-  Pastoral lease.shp



Pursuant to Section 226(1)(e)(ii) of the Resource Management Act 1991 the Queenstown Lakes District Council certifies that Sections 4, 5, 6, 7, 13, 14 and 15 Block IV Town of Arrowtown on SO 14012 are in accordance with the district plan and proposed district plan.

Dated this ..... day of..... 2002

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