

## **Crown Pastoral Land Tenure Review**

**Lease name : Mt STALKER**

**Lease number : PO 341**

### **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.

**July 09**

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

298260 Transfer to Esmond Revans Cook of Waitiri Station Cromwell, Douglas Earl Reid of Oamaru Public Accountant and John Maxwell Stirling Douglas of Livingston Sheepfarmer - 31.3.1966 at 11.42 am.

DISCHARGED 31.3.1977

298261 Mortgage to the Trustees Executors Estate and Agency Company of New Zealand - 31.3.1966 at 11.42 am.

480248/6 Mortgage to Peter John Walton - 27.6.1977 at 11.33 am

*Juliano*  
A.L.R.

486389 Variation of Mortgage 480248/3 - 17.10.1977 at 9.27 am

*Juliano*  
A.L.R.

351793 Surrender as to part (3,440 acres) being part run 217B Waihemo Survey District shown on plan attached herein - 25.2.1970 at 10.11 am.  
See now 4B/267.

*Juliano*  
D.L.R.

491933/1 Variation of Mortgage 480248/5 - 20.2.1978 at 12.18 pm

*Juliano*  
A.L.R.

381353 Transfer of balance to Brian James Gott of Maheno Farmer - 3.2.1972 at 10.36 am.

*Juliano*  
A.L.R.

491933/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 20.2.1978 at 12.18 pm

*Juliano*  
A.L.R.

381354 Mortgage of balance to Esmond Revans Cook, Douglas Earl Reid and John Maxwell Stirling Douglas - 3.2.1972 at 10.37 am.

DISCHARGED 31.3.1977

*Juliano*  
A.L.R.

491933/3 Memorandum of Priority ranking Mortgage 491933/2 as a fourth mortgage and Mortgage 480248/6 as a fifth mortgage - 20.2.1978 at 12.18 pm

*Juliano*  
A.L.R.

403659 Mortgage to The Bank of New South Wales - 27.6.1977 at 11.17 pm

DISCHARGED 27 JUN 1977

*Juliano*  
A.L.R.

499479 Variation of Mortgage 491933/2 - 10.7.1978 at 2.35 pm

*Juliano*  
A.L.R.

480247 Certificate of Alteration varying the covenants conditions and restrictions of the within lease - 27.6.1977 at 11.31 am.

*Juliano*  
A.L.R.

505254 Variation of Mortgage 480248/5 - 17.10.1978 at 9.57 am

*Juliano*  
A.L.R.

480248/2 Transfer to Treble Holdings Limited - 27.6.1977 at 11.33 am

*Juliano*  
A.L.R.

508115/1 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 4.12.1978 at 2.43 pm

*Juliano*  
A.L.R.

480248/3 Mortgage to Cussey Grater & Rowley Nominees Limited - 27.6.1977 at 11.33 am

DISCHARGED NOV 1970

*Juliano*  
A.L.R.

508115/2 Memorandum of Priority ranking Mortgage 508115/1 as a fifth Mortgage and Mortgage 480248/6 as a sixth Mortgage - 4.12.1978 at 2.43 pm

*Juliano*  
A.L.R.

480248/4 Mortgage to The Commercial Bank of Australia Limited - 27.6.1977 at 11.33 am

*Juliano*  
A.L.R.

517989 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 20.6.1979 at 2.27 pm

*Juliano*  
A.L.R.

480248/5 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 27.6.1977 at 11.33 am

*Juliano*  
A.L.R.

518179 Variation of Mortgage 491933/2 - 25.6.1979 at 1.53 pm

*Juliano*  
A.L.R.

529974 Variation of Mortgage 491933/2 - 19.2.1980 at 10.58 am

*Juliano*  
A.L.R.

A.L.R.

615204/1  
23.5.1984

Pastoral Lease 9C/1133 issued  
for Section 4 and Run 807 herein

*[Signature]*  
A.L.R.

*[Signature]*  
A.L.R.

1709 Land Improvement Agreement under  
the Soil Conservation and Rivers Control  
Act 1941 - 22.10.1980 at 2.30 pm

*[Signature]*  
A.L.R.

545031/3 Variation of Mortgage 508115/1 -  
17.11.1980 at 11.18 am

*[Signature]*  
A.L.R.

DISTRICT LAND  
REGISTRAR  
**CANCELLED**  
OTAGO  
NEW ZEALAND

545031/4 Variation of Mortgage 491933/2 -  
17.11.1980 at 11.18 am

*[Signature]*  
A.L.R.

545031/6 Variation of Mortgage 480248/5 -  
17.11.1980 at 11.18 am

*[Signature]*  
A.L.R.

576755/1 Variation of Mortgage 491933/2 -  
3.6.1982 at 10.48 am

*[Signature]*  
A.L.R.

**DUPLICATE DESTROYED**  
29/5/1984

576755/2 Variation of Mortgage 491933/2 -  
3.6.1982 at 10.48 am

*[Signature]*  
A.L.R.

576755/3 Variation of Mortgage 508115/1 -  
3.6.1982 at 10.48 am

*[Signature]*  
A.L.R.

576755/4 Variation of Mortgage 480248/5 -  
3.6.1982 at 10.48 am

*[Signature]*  
A.L.R.

Part of the within land is now known as  
Section 4 Block XIV Otepopo District (2300 ha)  
- 7.7.1983 at 11.15 am  
See New Appellation 597728/1

*[Signature]*  
A.L.R.

Part of the within land is now known as Run  
807 Blocks IX, XII, XIII, XIV, XV Waihemo  
District and Block XV Otepopo District  
(5600 ha) - 7.7.1983 at 11.15 am  
See New Appellation 597728/2

*[Signature]*  
A.L.R.

599434 Variation of Mortgage 491933/2 -  
4.8.1983 at 1.41 pm

*[Signature]*  
A.L.R.

603507/1 Variation of Mortgage 491933/2 -  
17.10.1983 at 2.17 pm

*[Signature]*  
A.L.R.

603507/2 Variation of Mortgage 508115/1 -  
17.10.1983 at 2.17 pm

*[Signature]*  
A.L.R.

LAND & DEEDS  
Nature: ✓  
Firm: CCL  
22 DEC 1985  
Time: 10.48  
Fee: £ 15: -  
Abstract No. 417

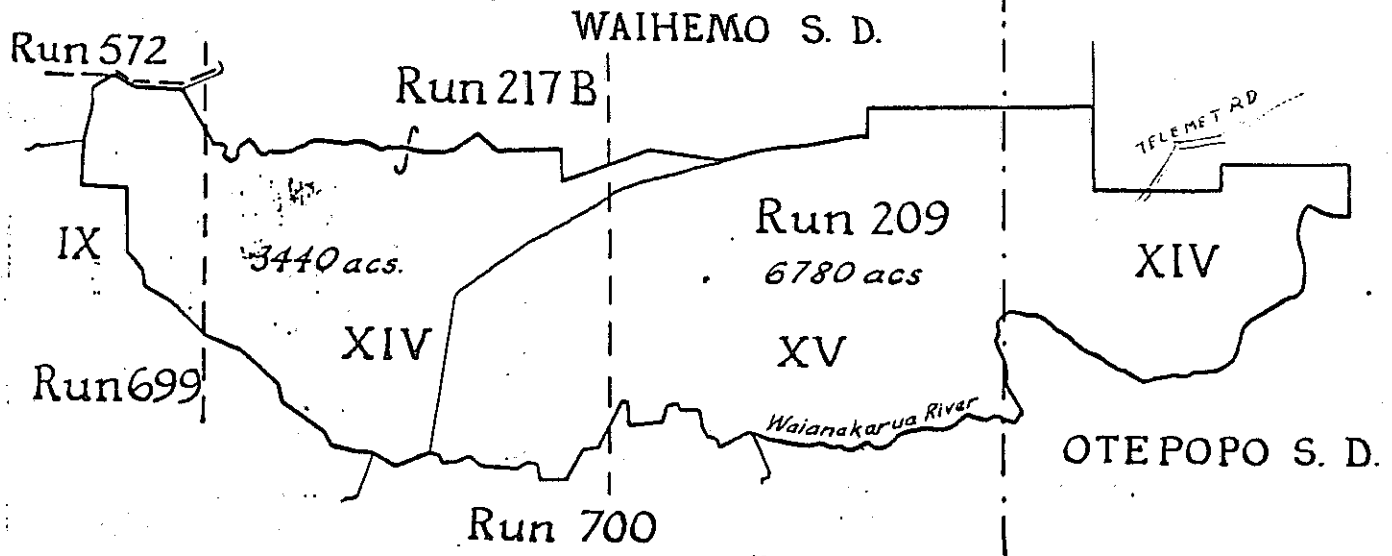


Not Registered under Land Transfer Act - Registered under Section 83, Land Act, 1948  
Pasforal Lease under the Land Act 1948



This Deed, made the 1st day of March 19 69 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and ESMOND REVANS COOK of Waitiri Station, Cromwell, Sheepfarmer, DOUGLAS EARL REID of Oamaru, Public Accountant, and JOHN HARRISON STIRLING DOUGLAS of Livingstone, Sheepfarmer.....

(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 and implied, and of the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the lessee, all that parcel of land containing by estimation 10220 acres more or less, situated in the Land District of Otago, and being Run 209 and Part Run 217B situated in Blocks IX, XIV, and XV, Waihemo Survey District and Block XIV, Otago Survey District..... as the same is more particularly delineated with bold black lines on the plan hereon; together with the right



Total Area: 10,220 acres.

Scale: 100 chains to an inch.

100

RELEASED UNDER THE OFFICIAL INFORMATION ACT

IN THE MATTER of the Soil Conservation & Rivers Control Act 1941

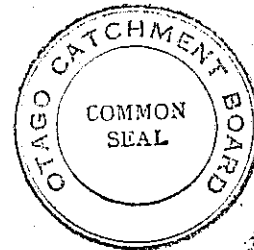
AND

IN THE MATTER of Agreement No.517989 (Otago Registry)

The OTAGO CATCHMENT BOARD (hereinafter called "the Board") duly constituted under the Soil Conservation & Rivers Control Act 1941 being registered as proprietor of an estate or interest as Grantor under and by virtue of Agreement No.517989 (Otago Registry) BETWEEN the Board and TREBLE HOLDINGS LIMITED DOES HEREBY DISCHARGE from the said agreement ALL THAT parcel of land situated in the Otago Land District containing by admeasurement 316.5451 hectares be the same a little more or less being Lot 1 D.P.8512 Otepopo Survey District being all the land comprised and described in Certificate of Title Register No.392/187 (Otago Registry) BUT WITHOUT PREJUDICE to its rights powers and remedies otherwise under or in respect of the said Agreement.

DATED this 16th day of August 1982

THE COMMON SEAL of the )  
OTAGO CATCHMENT BOARD )  
was affixed hereto in )  
the presence of: )



R. G. G. G.  
CHAIRMAN

J. M. M.  
SECRETARY

THIS AGREEMENT made the 18th day of June 1979  
BETWEEN the OTAGO CATCHMENT BOARD duly constituted under the  
Soil Conservation and Rivers Control Act 1941 (hereinafter called  
"the Board") of the one part and TREBLE HOLDINGS LIMITED

(hereinafter with its executors,  
administrators and assigns called "the Owner") of the other part  
WHEREAS the Owner is the owner/lessee of that parcel of land  
described in the First Schedule hereto (hereinafter referred to  
as "the said land")

AND WHEREAS it has been agreed by and between the Owner and the  
Board that certain works described in the Conservation Plan set  
out in the Second Schedule hereto (hereinafter called "the works")  
be carried out for the control of erosion and the conservation of  
the soil on the said land and also to facilitate greater  
production on the said land

AND WHEREAS the Board has agreed pursuant to Section 30 of the  
Soil Conservation and Rivers Control Act 1941 to make certain  
grants by way of subsidy to the Owner in respect of the works.

AND WHEREAS the parties hereto desire to enter into a Land  
Improvement Agreement under subsection (3) of Section 30 and under  
Section 30A of the Soil Conservation and Rivers Control Act 1941

AND WHEREAS the terms of this Agreement as hereinafter set out  
have been approved by the Soil Conservation and Rivers Control  
Council

NOW THEREFORE the parties hereto do hereby covenant and agree one  
with the other as follows:

1. IN consideration of the premises and of the covenants herein-  
after contained and on the part of the Board to be observed and  
performed the owner will during the next three years carry out the



RELEASED UNDER THE OFFICIAL INFORMATION ACT

works in accordance with the Conservation Plan and the Specifications described therein.

2. IN consideration of the premises and of the covenants hereinafter contained and on the part of the Owner to be observed and performed the Board will at its own expense subsidise the work carried out by the Owner in accordance with the Conservation Plan set out in the Second Schedule hereto and according to the Specifications therein in the proportions described in the aforementioned Conservation Plan.

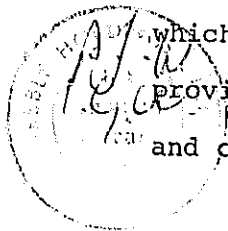
3. UPON completion of any item of work referred to in the Second Schedule to the satisfaction of the Board the Board shall pay to the Owner the subsidy shown therein as payable in respect of that item.

4. THE Owner shall keep and maintain in good condition to the satisfaction of the Board the works and the areas affected by the Conservation Plan, and shall adopt such grazing management practices as specified by the Board, for a period of 10 years after completion of the works, and should some of the works consist of tree planting then he will not for the same period cut down any trees so planted except with the prior consent of the Board.

5. THE Owner shall when required supply all necessary information and data to the Board to enable it to compile grazing and production records of the said land as a means of evaluating the benefit derived from the Conservation Plan.

6. IT is agreed by the parties hereto that the Conservation Plan may be modified from time to time by agreement in writing between the parties.

7. THE Board shall and will during the term of this Agreement which shall continue for 10 years after completion of the works provide the technical advice and assistance of its Soil Conservators and other officers in connection with the Conservation Plan.



8. THE Owner shall and will grant full power and authority to the Board, its Soil Conservators, Surveyors, Engineers, Employees, Workmen, Agents, Servants and Invitees with or without horses, carts, motor cars, trucks and other vehicles from time to time and at all times during the period of this Agreement to enter and remain upon such portions of the said land as may be necessary for the purpose of inspecting the progress and observing the results of the works and measures specified in the Conservation Plan or of carrying out any tests, surveys, bores or other works in connection with the Conservation Plan.

9. IF the Owner shall make default in the observance or performance of any covenant on his part hereinbefore contained and such default shall continue for a period of fourteen days after written notice thereof has been served on the Owner by the Board setting out the nature of such default and requiring the Owner to remedy the same then the Owner shall within seven days of demand being made on him by the Board pay to the Board the amount expended by the Board on the works up to the date of such default and such amount shall be recoverable by the Board in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

10. IT is hereby agreed by and between the parties that this Agreement is a Land Improvement Agreement under subsection (3) of Section 30 of the Soil Conservation and Rivers Control Act 1941 and that all the provisions of Section 30A of that Act shall apply to this Agreement.





THE FIRST SCHEDULE

C.T.2C/750	Run 217B Waihemo and Otepopo S.D. Pastoral lease 33 years from 1 July 1965	3717.0377ha
C.T.4B/267	Run 209 and Part Run 217B Blks.IX, XIV and XV, Waihemo S.D. and Blk. XIV Otepopo S.D. Pastoral lease 33 years from 1 July 1969	4135.8873ha
C.T.392/187	Lot 1 D.P.8512 being Sec.6, Pt. Secs.1, 3, 4 and 5, Blk.VI and Part Secs.21, 37, 38, 39, 40 and 41, Blk.VII Otepopo S.D. Freehold.	316.5451ha
		<u>8169.4701ha</u>

9142  
42

THE SECOND SCHEDULE

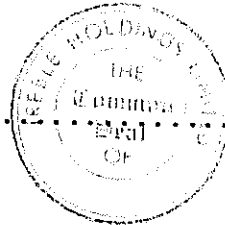
	<u>Estimated cost &amp; Service Charge</u>	<u>Subsidy Rate</u>	<u>Gross Subsidy</u>
	\$		\$
18.65km Erosion control fencing	54,678	1:1	27,339
3.2km Cattleproofing	4,992	1:1	2,496
	<u>\$59,670</u>		<u>\$29,835</u>



IN WITNESS WHEREOF these presents have been executed on the day and year first before written.

I, TREBLE HOLDINGS LIMITED the Owner herein do hereby bind myself and my successors in title to perform and observe the terms and conditions of this Agreement.

SIGNED by the said )  
TREBLE HOLDINGS LIMITED )  
as Owner in the presence of: )

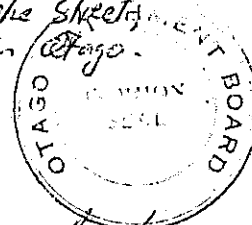


*P. J. Walton*  
*P. J. Walton*

Witness

*D. C. Hewson, Soil Conservator, 56 Runbrahe Street, Palmerston, Otago.*

THE COMMON SEAL of the OTAGO CATCHMENT BOARD was hereunto



affixed in pursuance of a resolution of the Board in the presence of:

*[Signature]*  
Chairman  
*[Signature]*  
Secretary

I, *David Venn Wilson* of Dunedin, Secretary to the Otago Catchment Board DO HEREBY CERTIFY that the within written Agreement is one that is capable of registration and I do hereby apply for the registration of the said Agreement against the land above described in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

RELEASED UNDER THE OFFICIAL INFORMATION ACT

581643 Discharged as to ct.  
3901187 - 25.8.1982 at 1:40 hr.  
*[Signature]*  
A.D.

11095412  
643  
187  
STRY  
5:23:20  
3901187, 991257  
99750  
DISTRICT LAND  
JUL 73  
CC 1135  
139  
1341032  
43 PM '82  
A.D.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

IN THE MATTER of the Soil Conservation & Rivers Control Act 1941

- a n d -

IN THE MATTER of Agreement No.543709 (Otago Registry)

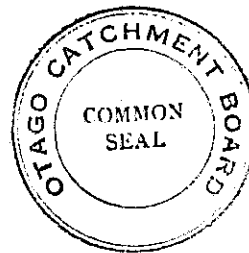
THE OTAGO CATCHMENT BOARD (hereinafter called "the Board") duly constituted under the Soil Conservation & Rivers Control Act 1941 being registered as proprietor of an estate or interest as Grantor under and by virtue of Agreement No.543709 (Otago Registry) BETWEEN the Board and TREBLE HOLDINGS LIMITED DOES HEREBY DISCHARGE from the said agreement ALL THAT parcel of land situated in the Otago Land District containing by admeasurement 316.5451 hectares be the same a little more or less being Lot 1 D.P.8512 Otepopo Survey District being all the land comprised and described in Certificate of Title Register No.392/187 (Otago Registry) BUT WITHOUT PREJUDICE to its rights powers and remedies otherwise under or in respect of the said Agreement.

DATED this 20<sup>th</sup> day of September 1982

THE COMMON SEAL of the OTAGO CATCHMENT BOARD was affixed hereto in the presence of:

R. G. Home  
CHAIRMAN

A. Wilson  
SECRETARY



THIS AGREEMENT made the 20th day of October 1980  
BETWEEN the OTAGO CATCHMENT BOARD duly constituted under the  
Soil Conservation and Rivers Control Act 1941 (hereinafter called  
"the Board") of the one part and TREBLE HOLDINGS LIMITED

(hereinafter with its executors,  
administrators and assigns called "the Owner") of the other part

WHEREAS the Owner is the owner/lessee of that parcel of land  
described in the First Schedule hereto (hereinafter referred to  
as "the said land")

AND WHEREAS it has been agreed by and between the Owner and the  
Board that certain works described in the Conservation Plan set  
out in the Second Schedule hereto (hereinafter called "the works")  
be carried out for the control of erosion and the conservation of  
the soil on the said land and also to facilitate greater  
production on the said land

AND WHEREAS the Board has agreed pursuant to Section 30 of the  
Soil Conservation and Rivers Control Act 1941 to make certain  
grants by way of subsidy to the Owner in respect of the works.

AND WHEREAS the parties hereto desire to enter into a Land  
Improvement Agreement under subsection (3) of Section 30 and under  
Section 30A of the Soil Conservation and Rivers Control Act 1941

AND WHEREAS the terms of this Agreement as hereinafter set out  
have been approved by the Soil Conservation and Rivers Control  
Council

NOW THEREFORE the parties hereto do hereby covenant and agree one  
with the other as follows:

1. IN consideration of the premises and of the covenants herein-  
after contained and on the part of the Board to be observed and  
performed the owner will during the next four years carry out the

works in accordance with the Conservation Plan and the Specifications described therein.

2. IN consideration of the premises and of the covenants hereinafter contained and on the part of the Owner to be observed and performed the Board will at its own expense subsidise the work carried out by the Owner in accordance with the Conservation Plan set out in the Second Schedule hereto and according to the Specifications therein in the proportions described in the aforementioned Conservation Plan.

3. UPON completion of any item of work referred to in the Second Schedule to the satisfaction of the Board the Board shall pay to the Owner the subsidy shown therein as payable in respect of that item.

4. THE Owner shall keep and maintain in good condition to the satisfaction of the Board the works and the areas affected by the Conservation Plan, and shall adopt such grazing management practices as specified by the Board, for a period of 10 years after completion of the works, and should some of the works consist of tree planting then he will not for the same period cut down any trees so planted except with the prior consent of the Board.

5. THE Owner shall when required supply all necessary information and data to the Board to enable it to compile grazing and production records of the said land as a means of evaluating the benefit derived from the Conservation Plan.

6. IT is agreed by the parties hereto that the Conservation Plan may be modified from time to time by agreement in writing between the parties.

7. THE Board shall and will during the term of this Agreement which shall continue for 10 years after completion of the works provide the technical advice and assistance of its Soil Conservators and other officers in connection with the Conservation Plan.

8. THE Owner shall and will grant full power and authority to the Board, its Soil Conservators, Surveyors, Engineers, Employees, Workmen, Agents, Servants and Invitees with or without horses, carts, motor cars, trucks and other vehicles from time to time and at all times during the period of this Agreement to enter and remain upon such portions of the said land as may be necessary for the purpose of inspecting the progress and observing the results of the works and measures specified in the Conservation Plan or of carrying out any tests, surveys, bores or other works in connection with the Conservation Plan.

9. IF the Owner shall make default in the observance or performance of any covenant on his part hereinbefore contained and such default shall continue for a period of fourteen days after written notice thereof has been served on the Owner by the Board setting out the nature of such default and requiring the Owner to remedy the same then the Owner shall within seven days of demand being made on him by the Board pay to the Board the amount expended by the Board on the works up to the date of such default and such amount shall be recoverable by the Board in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

10. IT is hereby agreed by and between the parties that this Agreement is a Land Improvement Agreement under subsection (3) of Section 30 of the Soil Conservation and Rivers Control Act 1941 and that all the provisions of Section 30A of that Act shall apply to this Agreement.

R/W

THE FIRST SCHEDULE

C.T. 2C/7500 Run 217B Waihemo and Otepopo S.D.s Tenure: Pastoral lease - 33 years from 1.7.1965.	3717.0377ha
C.T. 4B/267 Run 209 and Part Run 217B, Blks IX, XIV and XV, Waihemo S.D. and Blk.XIV, Otepopo S.D. Tenure: Pastoral lease - 33 years from 1.7.1969.	4135.8873ha
C.T.392/187 Lot 1 D.P.8512 being Sec.6, Pt. Secs. 1, 3, 4 and 5, Blk VI, and Pt. Secs. 21, 37, 38, 39, 40 and 41 Blk.VII Otepopo S.D. Tenure: Freehold	316.5451ha
Total area:	<u>8169.4701ha</u>

THE SECOND SCHEDULE

	<u>Est. Cost plus 30% Ser. Chge.</u> \$	<u>Subsidy Rate</u>	<u>Gross Subsidy</u> \$
520ha AOS & TD at \$120	62,400	1:1	31,200
8.0km erosion control fencing at \$4,150	33,200	1:1	16,600
	<u>\$95,600</u>		<u>\$47,800</u>

P/O



IN WITNESS WHEREOF these presents have been executed on the day and year first before written.

I, TREBLE HOLDINGS LIMITED the Owner herein do hereby bind myself and my successors in title to perform and observe the terms and conditions of this Agreement.

SIGNED by the said  
TREBLE HOLDINGS LIMITED  
as Owner in the presence of:

*[Signature]*  
.....  
.....  
(GOVERNING DIRECTOR)



THE COMMON SEAL of the OTAGO CATCHMENT BOARD was hereunto affixed in pursuance of a resolution of the Board in the presence of:

*[Signature]*  
.....  
Chairman  
*[Signature]*  
.....  
Secretary



I, *[Signature]* of Dunedin, Secretary to the Otago Catchment Board DO HEREBY CERTIFY that the within written Agreement is one that is capable of registration and I do hereby apply for the registration of the said Agreement against the land above described in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

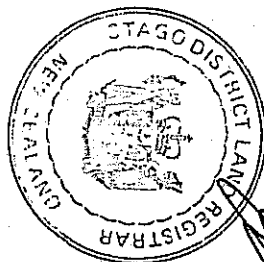
RELEASED UNDER THE OFFICIAL INFORMATION ACT

583255 Discharge as to CT 392187-239.

1982 11.56 am.

*Amour*  
A.R.

1



Oct 22 2 30 PM '80

134/1032

543709  
481267, 2c1750  
392187  
DUNEDIN NO. 2  
1135  
1136

discharge  
255  
187

56 AM '82

*Amour*  
A.R.

**CONSERVATION COVENANT**

(Section 77 Reserves Act 1977)

**BETWEEN** **TREBLE HOLDINGS LIMITED** a company incorporated under the Companies Act 1955 and having its registered office at Auckland ("the Landholder")  
**AND** **MINISTER OF CONSERVATION** ("the Minister")  
**WHEREAS**

A Section 77 of the Reserves Act 1977 provides that:

- i The Minister may agree with any owner or lessee of land that all or part of the land should be managed so as to preserve the natural environment or landscape amenity or wildlife or freshwater life or marine life habitat or historical value of the land.
- ii The terms of such agreement may be recorded in a Conservation Covenant which is registered against the title to the land or the lease so as to bind the land or the lease and its owner or lessee to the performance of the terms of the agreement, in perpetuity or for such other period as the parties may agree.

B The Landholder is registered as proprietor of the land described in the First Schedule and as Lessee of the land described in the Second Schedule ("the land") consisting predominantly of red tussock.

C The Landholder and the Minister have agreed that the land be managed with the following conservation objectives:

- i Protecting and enhancing the natural character of the land with particular regard to the natural functioning of ecosystems and to the native flora and fauna in their diverse communities and dynamic inter-relationships with their earth substrate and water courses and the atmosphere.
- ii Protecting the land as an area representative of a significant part of the ecological character of the Danseys Ecological District.
- iii Maintaining the landscape amenity values of the land.

**NOW THEREFORE THIS DEED WITNESSES** that in accordance with Section 77 of the Reserves Act 1977 the Landholder and the Minister **MUTUALLY COVENANT** that the land shall be managed for the objectives listed in recital C above, and in particular on the following conditions:

- 1 THE** Landholder will not graze or develop the land and will maintain all fences and gates on the land or its boundaries in a good stockproof condition.



**THE** Landholder will, so far as is practicable:

- a Keep the land free from gorse, broom, sweetbriar, nodding thistle and all other noxious plants and in particular comply with the provisions of, and any notices given under, the Noxious Plants Act 1978.
- b Keep the land free from rabbits and vermin and in particular comply with the provisions of, and any notices given under, the Agricultural Pests Destruction Act 1967.
- c Keep the land free from rubbish and other unsightly or offensive material.

**HOWEVER** the Landholder may request assistance from the Minister in meeting these obligations if they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Deed.

- 2A
  - i **THE** Minister will remove all the pine trees from the land in the First Schedule.
  - ii **THE** Minister will control wilding pines within the land in the First Schedule after the removal of the pine trees referred to in (i) above.
  - iii **THE** Minister will pay for the purchase of 6000 pine trees.

3 (1) **THE** Landholder will not carry out, or allow to be carried out, without the Minister's prior approval:

- a The erection of any fence, building, structure or other improvements on the land whether for the Landholder's purposes or for other private or public purposes.
- b Any sowing of seed or topdressing on the land.
- c Any cultivation earthworks or other soil disturbance on the land.
- d Any tree planting on the land.
- e Any burning on the land.
- f Any prospecting or mining for minerals, coal or other deposit on or under the land.

(2) **THE** Minister will have regard to the objectives of this Deed when considering any request for approval under this clause and will not unreasonably decline approval.

4 **THE** Minister may exercise his right to object to any mining licence application which conflicts with the objectives of this deed.

5 **THE** Landholder may permit members of the public access onto the land for purposes consistent with this Deed and on conditions that it may specify.

*9 M. J. O. S. B.*

6 **THE** Landholder grants to the Minister and any officer of the Department of Conservation a right of access onto the land with or without vehicles motor vehicles machinery and implements of any kind for the purposes of examining and recording the condition of the land or for carrying out protection or maintenance work on the land consistent with the objectives set out in this Deed; **HOWEVER** in exercising this right the Minister and officers will consult with the Landholder in advance and have regard to all reasonable requests.

7 **THE** Minister will meet all survey and legal costs required to complete the registration of this Deed.

8 a **THE** Landholder will notify the appropriate Fire Authority (district council or Minister as the case may be - see section 2 Forest and Rural Fires Act 1977) in the event of wildfire threatening the land.

b **IF** the Minister is not the Fire Authority for the land under threat, the Minister will render assistance to the Fire Authority in suppressing the fire if requested to do so, or if a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977 is in place between the Minister and the Fire Authority.

c **THIS** assistance will be at no cost to the Landholder unless the Landholder is responsible for the wildfire through wilful action or negligence (which includes the case where the wildfire is caused by the escape of a permitted fire due to non-adherence to the conditions of the permit).

9 **THE** Minister may:


a Provide to the Landholder from time to time and at any time upon request by the Landholder such technical advice or assistance as may be necessary or desirable to assist in meeting the objectives set out in this Deed.

b Change individual conditions of this covenant by mutual agreement with the Landholder should there be any change in circumstances in the future.

c Prepare, in consultation with the Landholder, a joint plan for the management of the land designed to implement the objectives of this Deed to the mutual satisfaction of the parties.

10 a The Minister will dismantle any existing fencing and erect fencing on the southern and western boundaries of that part of the land in the First Schedule. The total length of fencing is approximately 1600 metres and the fence to be erected shall have posts every four metres and eight 2.5 mm wires. The materials will be obtained from existing fences being dismantled. The Minister shall bear the cost of dismantling and erection.

b The Minister shall erect approximately 500 metres of new fencing on the north-eastern corner of that part of the land in the Second Schedule improve 830 metres on the western



boundary by an extra three wires and extra posts, and dismantle and erect 700 metres of fencing along the southern boundary.

- c The cost of any fencing maintenance required to be carried out on the boundary of the land will be shared between the parties equally.

11 THE Landholder may continue to use the existing access track into the land in the First Schedule for the purpose of access to the water supply.

12 FOR the avoidance of doubt:

- a The covenants contained in this Deed shall bind the Landholder and the Landholder's executors administrators successors and assigns in perpetuity.
- b The Landholder will not be personally liable in damages for any breach of covenant committed after it has parted with all interest in the land in respect of which such a breach occurs.
- c Where there is more than one owner of the leasehold or fee simple title to the land, the covenants contained in this Deed shall bind each owner jointly and severally.
- d Where the Landholder is a company the covenants contained in this Deed shall bind a receiver liquidator statutory manager or statutory receiver. Where the Landholder is a natural person this Deed shall bind the Official Assignee. In either case this Deed binds a mortgagee in possession.
- e The reference to any Act in this Deed extends to and includes any amendment to, or re-enactment of that Act.
- f Any notice required to be given in terms of this Deed shall be sufficiently given if made in writing and served as provided in Section 152 of the Property Law Act 1952 and shall be sufficiently given if actually received by the party to whom it is addressed or that party's solicitor.
- g Any notice required to be given by the Minister shall be sufficiently given if it is signed by the Regional Conservator, Department of Conservation, Dunedin. Any notice required to be served upon the Minister shall be sufficiently served if delivered to the office for the time being of the Regional Conservator, Department of Conservation, Dunedin.
- h Any dispute which arises between the Landholder and the Minister in any way relating to this Deed may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1908.

DATED the 16<sup>th</sup> day of December 1992

Handwritten signatures and initials, including a large stylized signature and the initials 'EB'.

FIRST SCHEDULE

All that parcel of land situated in the Otago Land District containing 95.936 hectares more or less being part Section 4 Block XIV Otepopo Survey District and marked "A" on DP 22600 and being part of the land comprised and described in Certificate of Title Register No. 13A/1032 (Otago Registry) SUBJECT however to Land Improvement Agreements 517989, 543709 and 706139 and Conservation Covenant 765380/2.

SECOND SCHEDULE

All those parcels of land situated in the Otago Land District containing 57.70 hectares more or less being parts Run 807 Blocks XII XIV and XV Waihero Survey District marked "A" and "B" on the copy of SO 23770 attached hereto and being parts of the land comprised and described in Crown Pastoral Lease recorded as Register No. 9C/1135 (Otago Registry) SUBJECT however to Land Improvement Agreements 517989, 543709 and 706139.

SIGNED by Jeff Connell an officer of the Department of Conservation pursuant to a designation given to him by the Director-General of Conservation and dated the 30th day of June 1989 acting for and on behalf of the Minister pursuant to section 117 of the Reserves Act 1977 in the presence of:

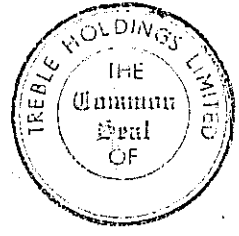
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

Witness: *[Signature]*  
Occupation: *Librarian*  
Address: *Dunedin*

THE COMMON SEAL of  
TREBLE HOLDINGS LIMITED  
was hereunto affixed in the presence of:

)  
)  
)

*[Signature]* Director  
M. G. Darling  
*[Signature]* Company Secretary  
F. J. MacLeod *Secretary*



**OTAGO REGIONAL COUNCIL** (formerly Otago Catchment Board) the Grantor of the within described land under and by virtue of Land Improvement Agreement Nos 517989, 543709 and 706139 **CONSENTS** to the within-written Conservation Covenant

DATED the 17<sup>th</sup> day of February 1993

**THE COMMON SEAL** of the **OTAGO REGIONAL COUNCIL** was hereunto affixed in pursuance of a resolution of the Council in the presence of:



*[Signature]*  
Chairman  
*[Signature]*  
Director of Corporate Services

**HER MAJESTY THE QUEEN** as Lessor of the within-described land under and by virtue of Pastoral Lease recorded as Register No. 9C/1135 **CONSENTS** to the within-written Conservation Covenant.

DATED the 1 day of March 1993

SIGNED by the COMMISSIONER OF CROWN LANDS ACTING FOR AND ON BEHALF OF HER MAJESTY THE QUEEN AS LESSOR

~~SIGNED for and on behalf of HER MAJESTY THE QUEEN pursuant to an Agreement lodged with the District Land Registrar as No. 748441 by LAND CORPORATION LIMITED by its Attorney~~

LAND CORPORATION LIMITED by its Attorney

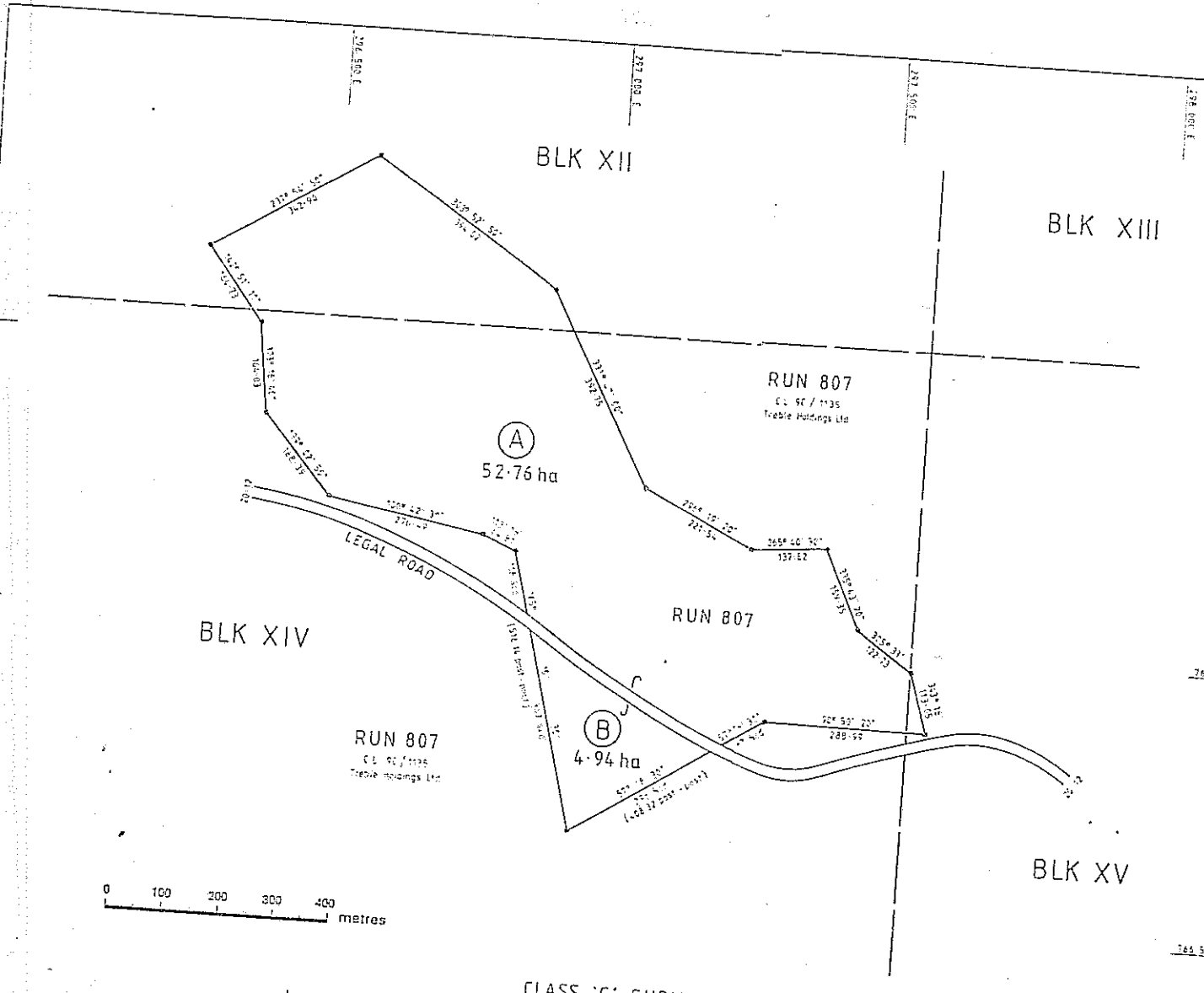
*[Signature]*  
COMMISSIONER OF CROWN LANDS

in the presence of:

Witness: *Bullen*  
Occupation: *Pastoral Administration Officer*  
Address: *Department of Survey and Land Information Wellington*



"RELEASED UNDER THE OFFICIAL INFORMATION ACT"



CLASS 'C' SURVEY

**CONSERVATION COVENANT**

TERRITORIAL AUTHORITY WAITAKI DISTRICT  
Surveyed by R. J. KEEN  
Scale \_\_\_\_\_ Date FE BARY 1992

Approvals  
**APPROVED AS TO LAYOUT**

K.R. Taylor, Managing Consultant  
for LANDCORP

**APPROVED AS TO LAYOUT**

J.E. Connell, Regional Conservator  
for DEPT OF CONSERVATION

**CONSERVATION COVENANT**

SHOWN	DESCRIPTION	C.L. REF.	AREA
A	PT RUN 807	9C/1135	52.76 ha
B	BLKS XII, XIV, XV, WAIHEMO S.D.	9C/1135	4.94 ha

Total Area 57.70 ha  
Comprised in C.L. 9C/1135

I, RONALD JAMES KEEN  
Registered Surveyor and holder of an annual practicing certificate for who  
may act as a registered surveyor pursuant to section 75 of the Survey Act  
1958 hereby certify that this plan has been made from surveys executed  
by me or under my directions that both plan and survey are correct and  
have been made in accordance with the Survey Regulations 1972 or any  
regulations made in substitution thereof.

Dated at DUNEDIN this 19th day  
of MARCH 1992 Signature *R. J. Keen*

Field Book 3468 p 1-4 Traverse Book 2572 p 12G  
Reference Plans Run Roll NE 1880, 50s 2051a, 2052-6

Examined C. Kelly Engrs *C. Kelly*  
Approved as to Survey  
8/6/92 Chief Surveyor

Deposited this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
District Land Registrar

Received 17/5/92  
Instructions Job 7117 **SO 23770**

WARD DISTRICT STAGO  
Survey Blk. & Dist. XIV, XV WAIHEMO S.D.  
261 Sheet 1 42 Record Map No. 142/61,74 & 72

**CONSERVATION COVENANT**

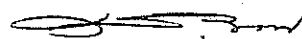
1. A REGISTERED SURVEYOR... 2. ALL SURVEYS MADE UNDER THE SURVEY ACT AND LAND REGISTRATION ACT, 1958...

WARRANT of

CONSERVATION COVENANT

pursuant to Section 77 of the  
Reserves Act 1977

Correct for the purposes of  
the Land Transfer Act

  
Solicitor for the Minister

TREBLE HOLDINGS LIMITED Covenantor

to

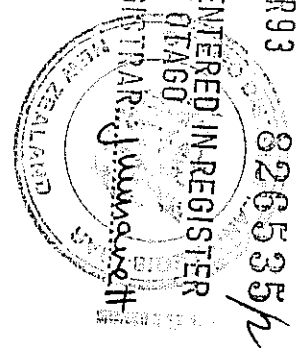
MINISTER OF CONSERVATION

Particulars entered in Register  
Nos 13A/1032 and 9C/1135

Date  
Time

\_\_\_\_\_  
District  
Assistant Land Registrar of the  
District of Otago

\_\_\_\_\_  
Regional Solicitor  
Department of Conservation  
DUNEDIN

10.45 25.MAR93  
826535h  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY OTAGO  
ASST. LAND REGISTRAR  
9C/1135  
13A/1032  


**"RELEASED UNDER THE OFFICIAL INFORMATION ACT"**

RELEASED UNDER THE OFFICIAL INFORMATION ACT

DESCRIPTION: Rn 307 Block IX, XII, XIII, XIV and XV Warkent Survey District and Block XV Otapapa Survey District

S.O. PLAN: 20540

AREA: Ha/m<sup>2</sup> 5000 hectares

Gazette		S. Plan or File	Class.	Date of Disposal	Price/R.V.	Ann. Rent or Instalment	Term (Years from)	Tenure/ Lease No.	SELECTOR
Year	Page								
			D		-	\$1200	33.1.7.69	P341	

FREEHOLD TITLE				RESERVATIONS						
No.	Vol.	Folio	Gazette		PURPOSE	Vested		Control Vested		IN WHOM VESTED
			Year	Page		Year	Page	Year	Page	
C.O.P. -	-									
Warrant -	-									
C.C.L.'s Cert.										
C/Grant -	-									

DESCRIPTION: Rn 307 Block IX, XII, XIII, XIV and XV Warkent Survey District and Block XV Otapapa Survey District

Previous description - Part Rev 217 B Blocks IX, XII - XV Washburn  
Survey District and Blocks XVI, Otago Survey District  
and Part Rev 209 Blocks XIV and XV Washburn  
Survey District S 732.924i hectares.



Run 807

Marginal Strip

Run 807

Run 807

Marginal Strip

Run 807

Run 807

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

Version	1	2	3	4	5
Otago Land District	Sheet 3 of 3				
NZMS 260 1.42	Date 28/11/2000				



**Mount Stalker**

Scale 1 : 15000



Graphics by :  
 TL Survey services Ltd DUNEDIN

Area MT Stalker

Acres to ha

Acres/roods

.00000000

Perches

.00000000

0.0000 ha

Ha to Acres

0

0.00 acres

To + and - Areas.	5600.0000	SO 20540
	5600.0000	

L.A.Runs 209 & 217 B, Maikens & Otafor S.D.s.

These Runs were originally defined on a reconnaissance survey completed in 1880. (N.E. Run Roll 1880)

On these Runs were shown pecked burnt sienna (brown) lines which illustrated tracks, wagon trails etc that existed and were used at that time.

It has <sup>always</sup> been the policy of this Department to regard these undefined <sup>tracks</sup> as legal roads - roads over Crown Land (Section 110<sup>th</sup> Public Works Act 1928.)

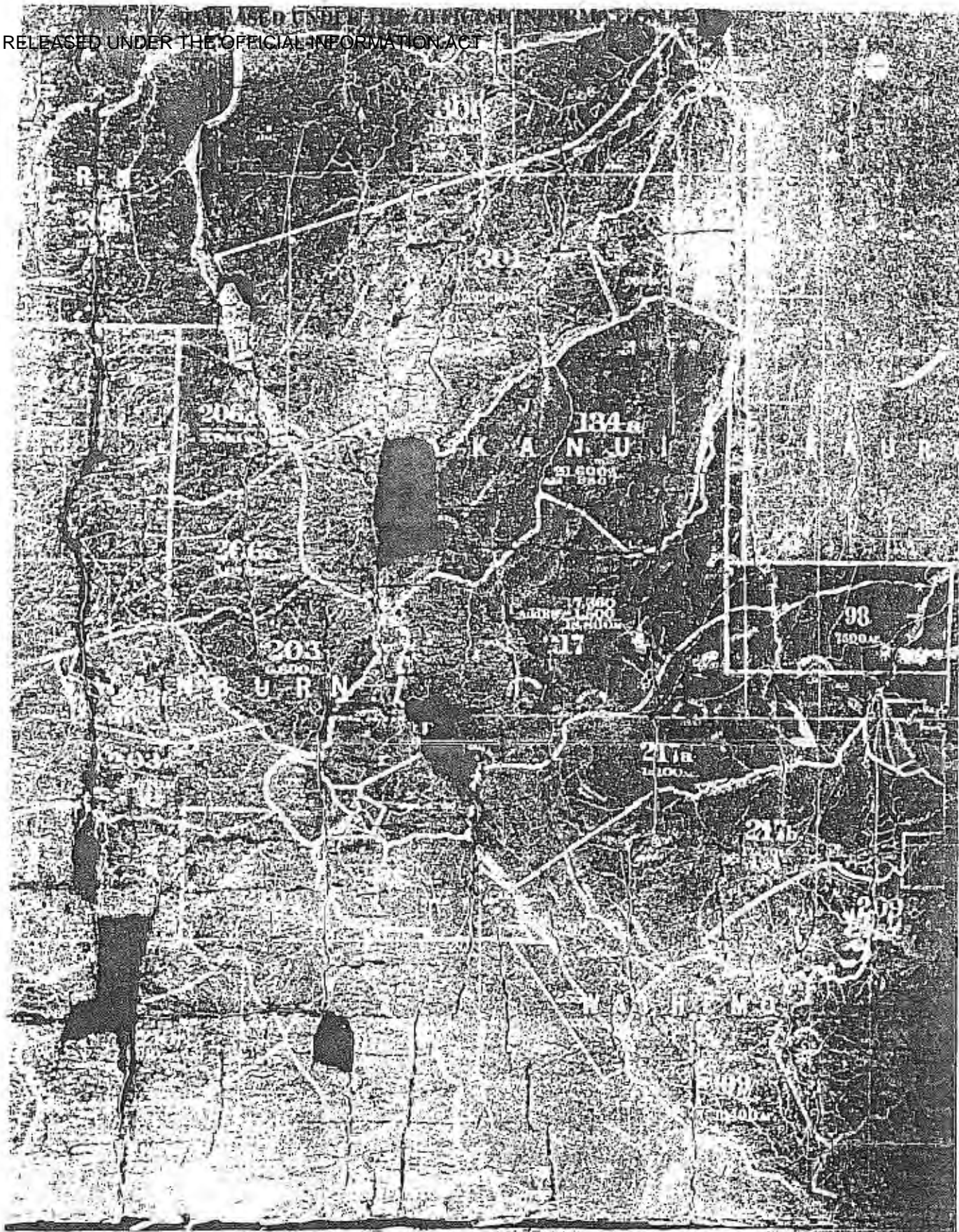
Any subsequent survey would define these roads in their former position, and those not required would be closed, with the Minister's consent.

Early lease diagrams of the above Runs showed these roads, and it was unfortunate that the illustrative diagrams drawn on the lease documents in the 1960's did not show them. With the new type <sup>black & white</sup> diagrams introduced about that time many things were omitted which were previously shown.

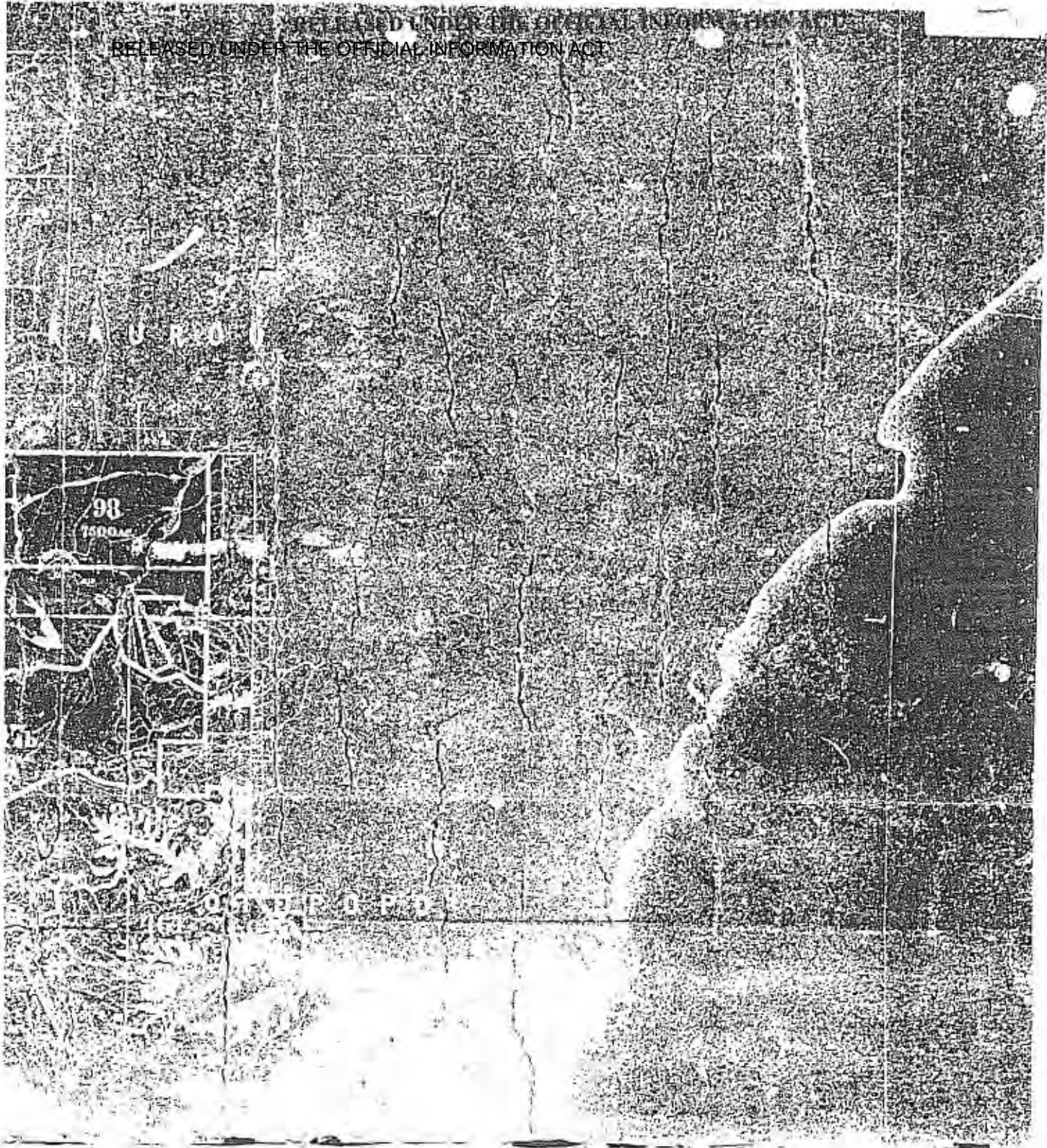
It must be remembered however, that the parent plan is the official document, not the diagram on the title. In this instance the parent plans are very old and sketchy.

Note also that the undefined roads crossing the above Runs do link up <sup>with</sup> and give access (theoretical) to other Runs although the other Runs all have alternative access.

W.W. Brasch  
C.D.





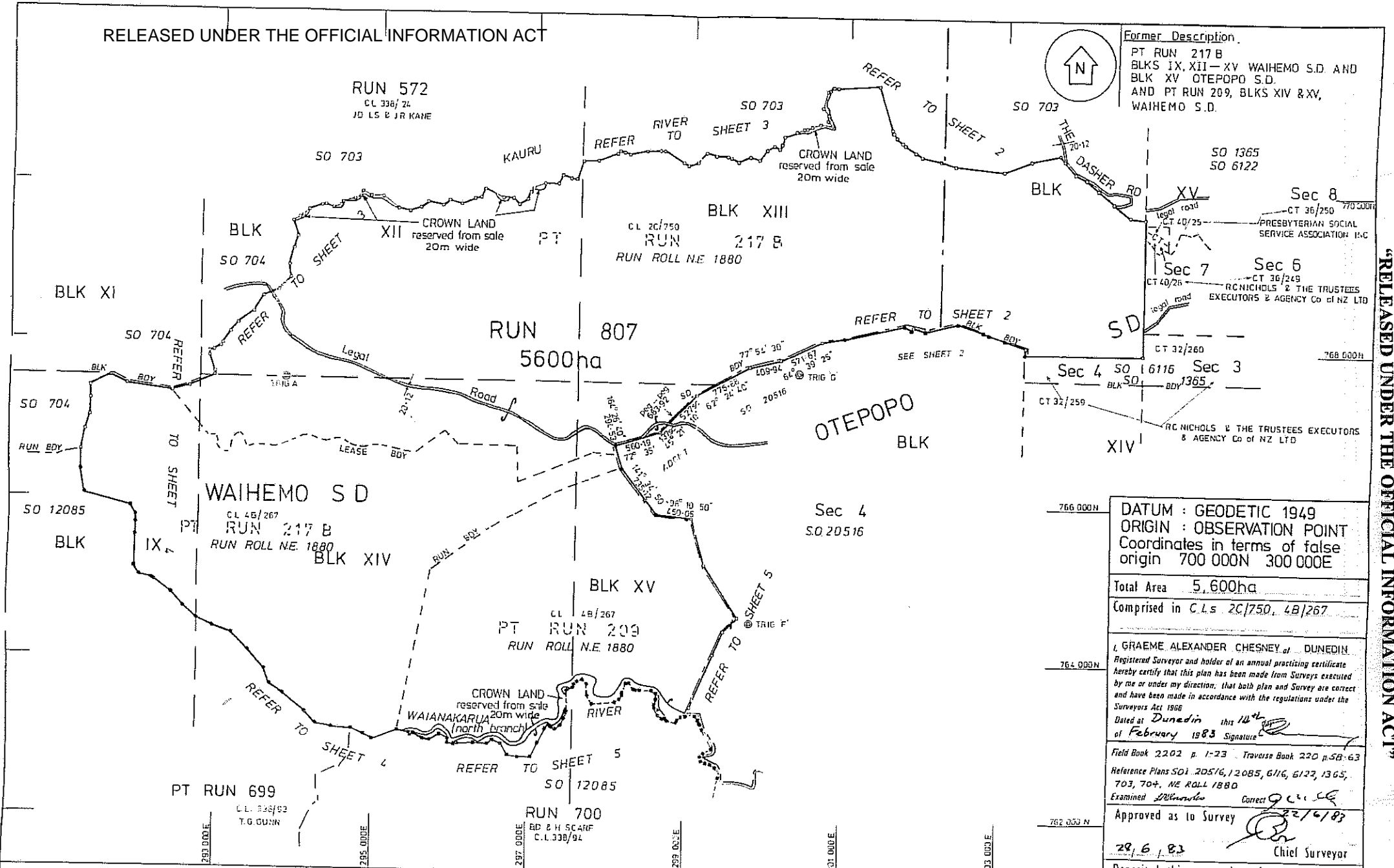


98  
1500 AC

Pt N.E. Run Roll 1880



Former Description.  
 PT RUN 217 B  
 BLKS IX, XII - XV WAIHEMO S.D. AND  
 BLK XV OTEPOPO S.D.  
 AND PT RUN 209, BLKS XIV & XV,  
 WAIHEMO S.D.



DATUM : GEODETIC 1949  
 ORIGIN : OBSERVATION POINT  
 Coordinates in terms of false  
 origin 700 000N 300 000E

Total Area 5,600ha  
 Comprised in C.L.s 2C/750, 4B/267.

I, GRAEME ALEXANDER CHESNEY of DUNEDIN  
 Registered Surveyor and holder of an annual practising certificate  
 hereby certify that this plan has been made from Surveys executed  
 by me or under my direction, that both plan and Survey are correct  
 and have been made in accordance with the regulations under the  
 Surveyors Act 1866  
 Dated at Dunedin this 14<sup>th</sup> day  
 of February 1983 Signature

Field Book 2202 p. 1-23 Traverse Book 220 p. 58-63  
 Reference Plans SO 1 20516, 12085, 6116, 6122, 1365,  
 703, 704, NE ROLL 1880  
 Examined *DL* Correct *9/11/83*

Approved as to Survey *DL* 22/1/83  
 29.6.83 Chief Surveyor

Deposited this day of 19  
 District Land Registrar

File H.L.F 1401, 3/13/52  
 Received 15-2-83  
 Instructions B 2 /106

SO 20540

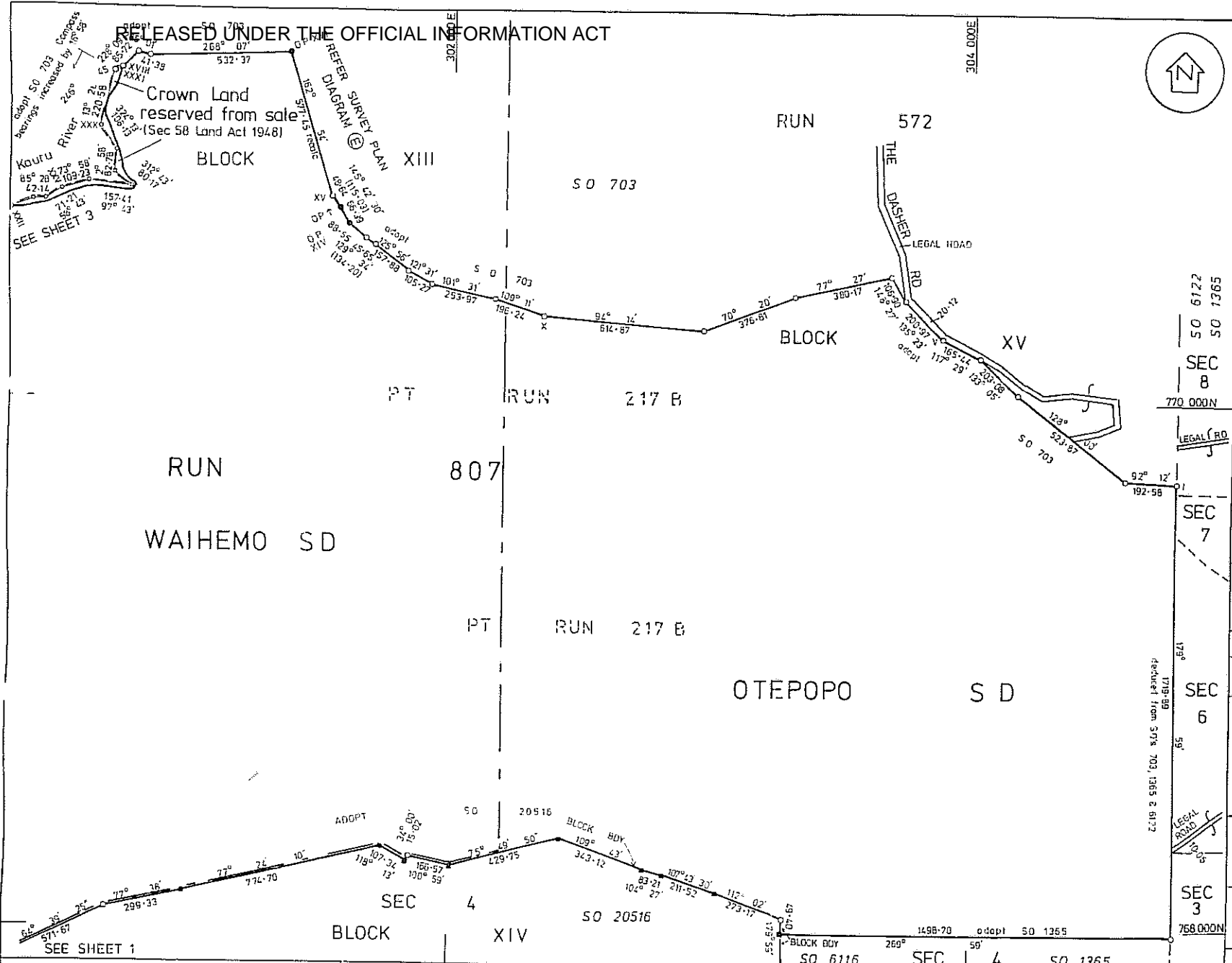
LAND DISTRICT OTAGO I 42, 162 & 7:2  
 SURVEY BLK. & DIST. I 42/61, 7-1, 81  
 NZMS 261 SHEET No. 142

RUN 807  
 BLOCKS IX, XII, XIII, XIV & XV WAIHEMO SD  
 BLOCK XV OTEPOPO SD

LOCAL AUTHORITY WAITAKI COUNTY  
 Surveyed by N & E.S. Paterson Ltd. (Dn)  
 Scale 1:30,000 Date JAN. 1983

RELEASED UNDER THE OFFICIAL INFORMATION ACT

RELEASED UNDER THE OFFICIAL INFORMATION ACT



<p>DATUM : Geodetic 1949          ORIGIN : Observation Point          Coordinates in terms of false origin 700 000N 300 000E</p>	
<p>Total Area 5600ha</p>	
<p>Comprised in          C.L's 2C/750 4B/267</p>	
<p>I, Graeme Alexander Chesney, of Dunedin, Registered Surveyor and holder of an annual practising certificate hereby certify that this plan has been made from Surveys executed by me or under my direction; that both plan and Survey are correct and have been made in accordance with the regulations under the Surveyors Act 1955          Dated at Dunedin this 14<sup>th</sup> day of February 1983 Signature <i>[Signature]</i></p>	
<p>Field Book 2202 p. 1-23 Traverse Book 220 p. 58-63          Reference Plans SO 20516, 12085, 6116, 6122, 13665, 704, 703, NE ROLL 1880          Examined <i>[Signature]</i> Correct <i>[Signature]</i></p>	
<p>Approved as to Survey <i>[Signature]</i> 22/1/83          28.6.83 Chief Surveyor</p>	
<p>Deposited this ___ day of ___ 19__</p>	
<p>District Land Registrar</p>	
<p>File RLF 1401 . 3/13/5/2          Received 15-2-83          Instructions 82/106</p>	
<p>SO 20540</p>	

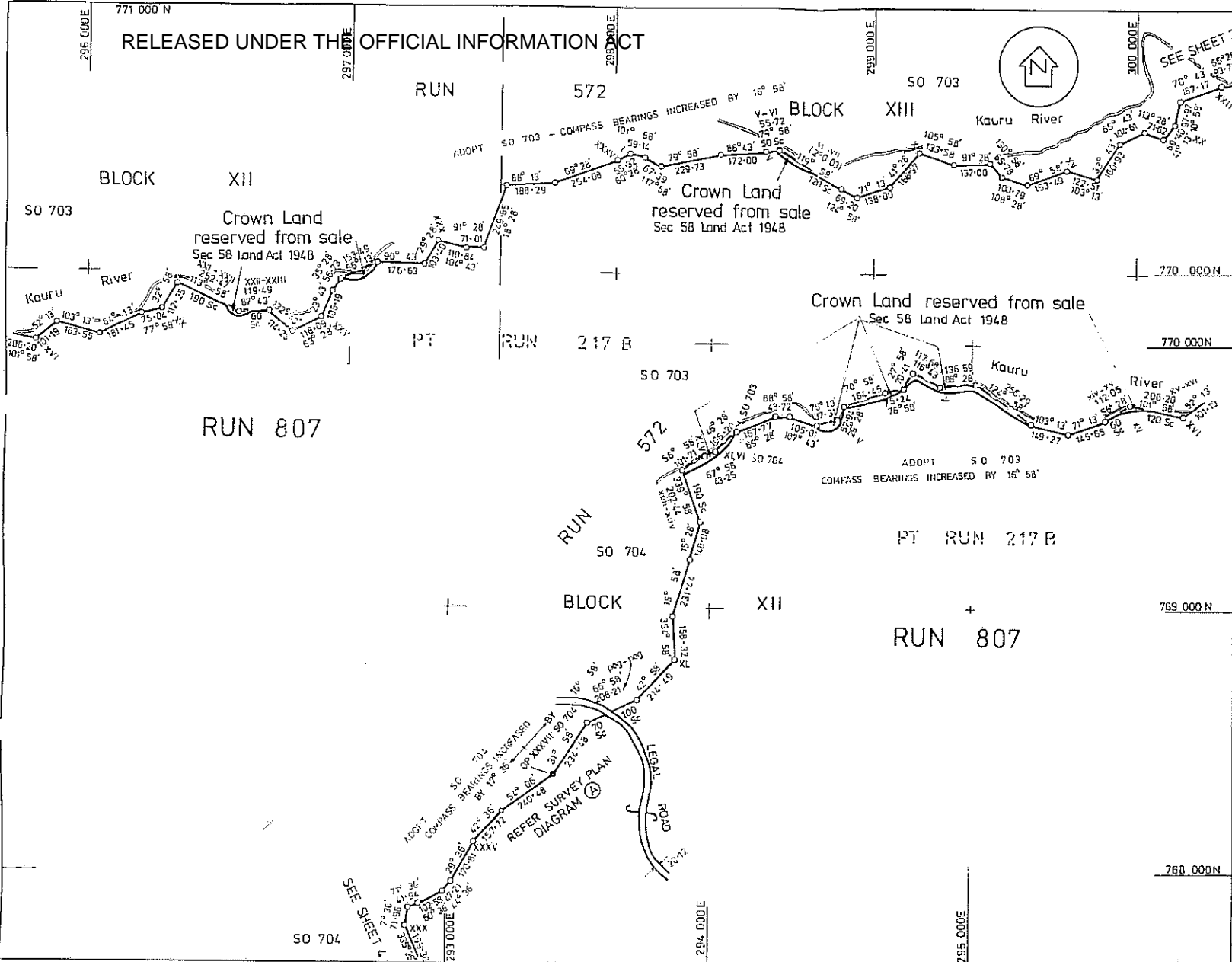
LAND DISTRICT OTAGO 142/6.2 & 7.2  
 SURVEY BLK. & DIST. I 42/6.1, 7.1, B.1  
 NZMS 261 SHEET NO. I 42

RUN 807  
 BLOCKS IX, XII - XV WAIHEMO SD  
 BLOCK XV OTEPOPO SD

LOCAL AUTHORITY WAITAKI COUNTY  
 Surveyed by N. & E. S. Paterson Ltd  
 Scale 1:10,000 Date JAN. 1983

RELEASED UNDER THE OFFICIAL INFORMATION ACT

RELEASED UNDER THE OFFICIAL INFORMATION ACT



DATUM : Geodetic 1949  
 ORIGIN : Observation Point  
 Coordinates in terms of false origin 700 000N 300 000E

Total Area 5600ha  
 Comprised in C.I.'s 2C/750 4B/267

Graeme Alexander Chesney of Dunedin  
 Registered Surveyor and holder of an annual practising certificate hereby certify that this plan has been made from surveys executed by me or under my direction; that both plan and survey are correct and have been made in accordance with the regulations under the Surveyors Act 1956  
 Dated at Dunedin this 14th day of February 1983

Field Book 2202 p 1-23 Traverse Book 220 p 58-63  
 Reference Plans SOI, 20516, 12085, 6116, 6122, 13665, 704, 703, A.E. ROLL 1880  
 Examined *W. H. H. H.* Correct

Approved as to Survey  
 28/6/83  
 Chief Surveyor

Deposited this day of 19  
 District Land Registrar  
 File RLF 1401, 3/13/5/2  
 Received 15-2-B3  
 Instructions 82/106

LAND DISTRICT OTAGO 142/62&72  
 SURVEY BLK. & DIST. 142/61, 71, 81  
 NZMS 261 SHEET No. 142

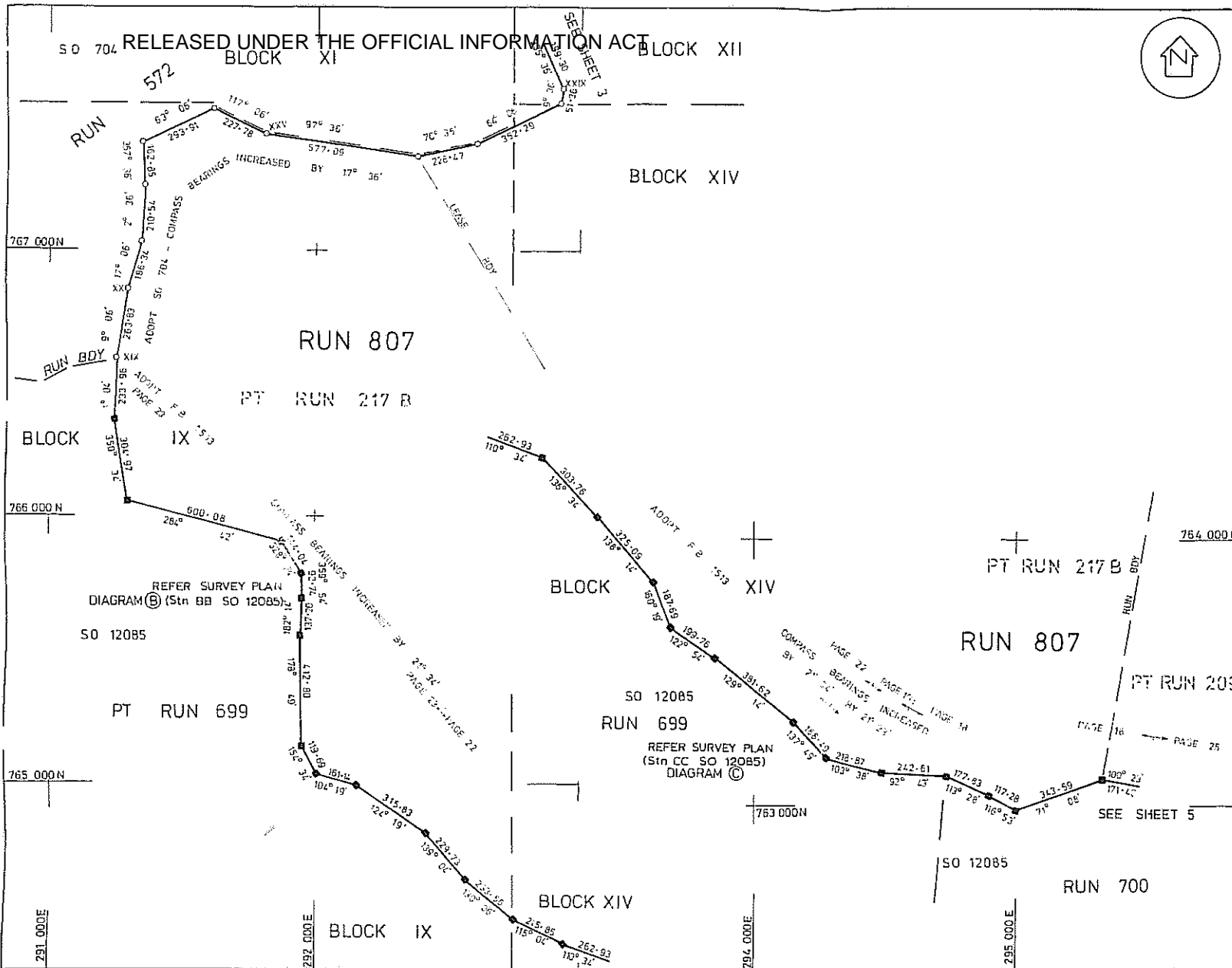
RUN 807  
 BLOCKS IX, XII - XV WAIHEMO S D  
 BLOCK XV OTEPOPO S D

LOCAL AUTHORITY WAITAKI COUNTY  
 Surveyed by N. & E.S. Paterson Ltd.  
 Scale 1:10,000 Date JAN. 1983

SO 20540

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

SO 704 RELEASED UNDER THE OFFICIAL INFORMATION ACT BLOCK XI BLOCK XII



Approx.

DATUM : Geodetic 1949  
 ORIGIN : Observation Point  
 Coordinates in terms of false origin 700 000N 300 000E

Total Area 5600ha

Comprised in C.L's 2C/750 4B/267

I, Graeme Alexander Chesney of Dunedin Registered Surveyor and holder of an annual practising certificate hereby certify that this plan has been made from Surveys executed by me or under my direction; that both plan and Survey are correct and have been made in accordance with the regulations under the Surveyors Act 1966

Dated at Dunedin this 12th day of February 1983 Signature *[Signature]*

Field Book 2202 p. 1: 23 Traverse Book 220 p. 58:63

Reference Plans SO 120516, 12085, 6116, 6122, 1365 703, 704, NE 1011 1880

Examined *[Signature]* Correct *[Signature]*

Approved as to Survey *[Signature]* 28/6/83 Chief Surveyor

Deposited this day of 19

District Land Registrar

File RLF 1401, 3/13/5/2 Received 15-2-83 Instructions B2/106

LAND DISTRICT OTAGO I 42 / 6, 2 & 7-2  
 SURVEY BLK. & DIST. I 42 / 6-1, 7-1, 8-1  
 NZMS 261 SHEET NO. I 42

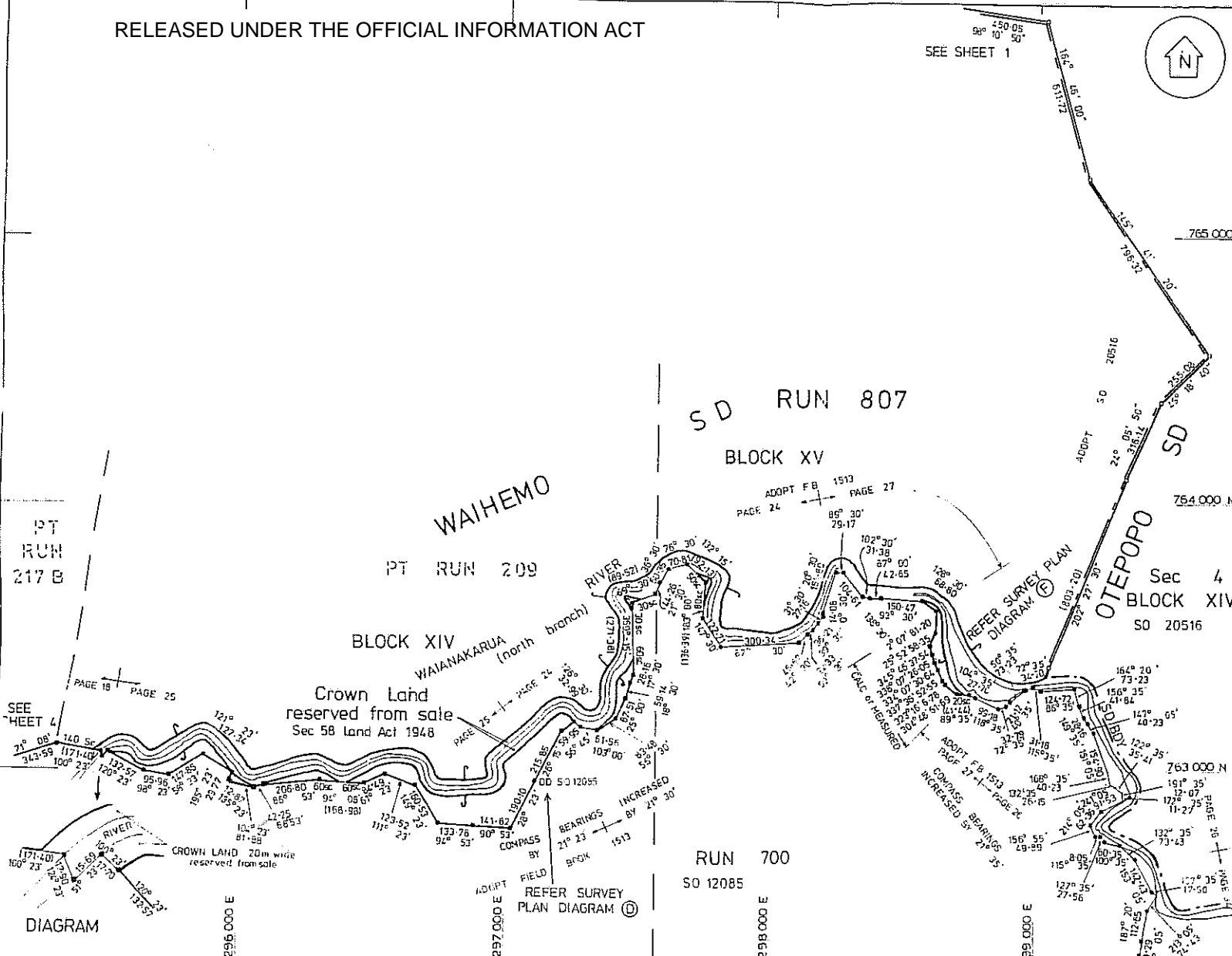
RUN 807  
 BLOCKS IX, XII, XIII, XIV & XV, WAIHEMO SD  
 BLOCK XV OTEPOPO SD

LOCAL AUTHORITY WAITAKI COUNTY  
 Surveyed by N. & E.S. Paterson Ltd  
 Scale 1:10,000 Date JAN. 1983

SO 20540 SHEET 4 OF 5

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

SEE SHEET 1



<p>DATUM Geodetic 1949                  ORIGIN Observation Point                  Coordinates in terms of false origin 700 000N 300 000E                  Total Area 5600ha</p> <p>Comprised in                  C.L's 20/750 4B/267</p> <p>I GRAEME ALEXANDER CHESNEY of DUNEDIN registered surveyor and holder of an annual practising certificate <del>in accordance with the provisions of the Survey Act 1966</del> hereby certify that this plan has been made from surveys executed by me or under my directions, and that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972.                  Dated at Dunedin this 12th day of February 1983</p> <p>Field Book 2202 p.1-23 Traverse Book 220 p.58-63                  Reference Plans SOs 20516, 12085, 6116, 6122, 1365, 703, 704, ME RD 1180                  Examined <i>W. Howes</i> Correct <i>J. G. Bell</i>                  Approved as to Survey <i>J. G. Bell</i> 22/1/83                  Chief Surveyor</p> <p>Deposited this _____ day of _____ 19____</p> <p>District Land Registrar</p> <p>File RLF 1401, 3/13/82                  Received 15-2-83                  Instructions 82/106</p>
---

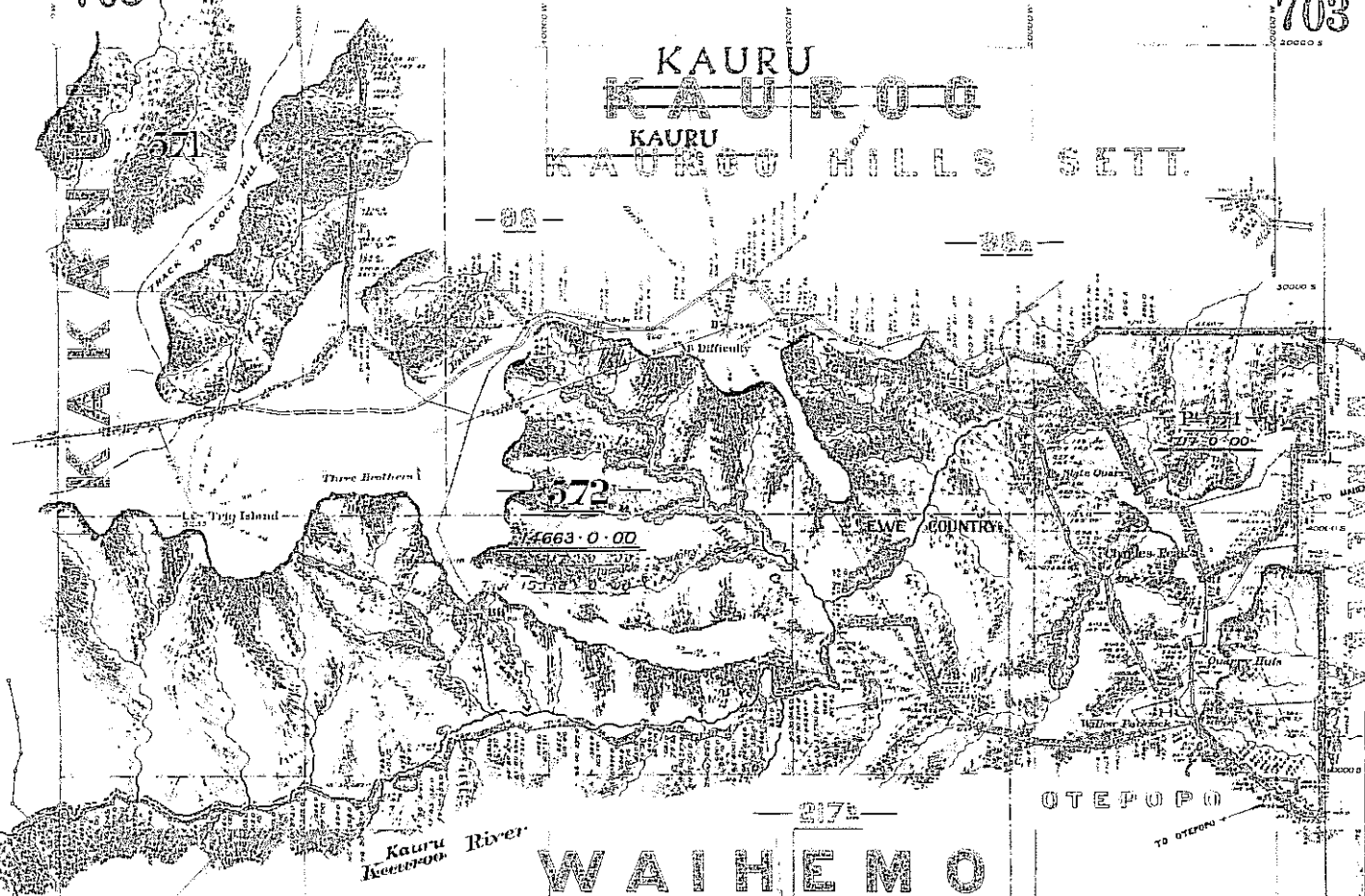
LAND DISTRICT OTAGO 1 42 / 6 2 & 7 2  
 SURVEY BLK. & DIST. I 42 / 6 1, 7 1, 8 1  
 NZMS 261 SHEET NO. 1 42

RUN 807  
 BLOCKS IX, XII, XIII, XIV & XV, WAIHEMO SD  
 BLOCK XV OTEPOPO SD

LOCAL AUTHORITY WAITAKI COUNTY  
 Surveyed by N & ES Paterson Ltd  
 Scale 1 : 10,000 Date JAN 1983

SO 20540

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"



PLAN OF

DASHER COUNTRY

Surveyed by J. H. Waters

Scale—20-chains to an inch

Note—All compass bearings and distances shown in green and black respectively

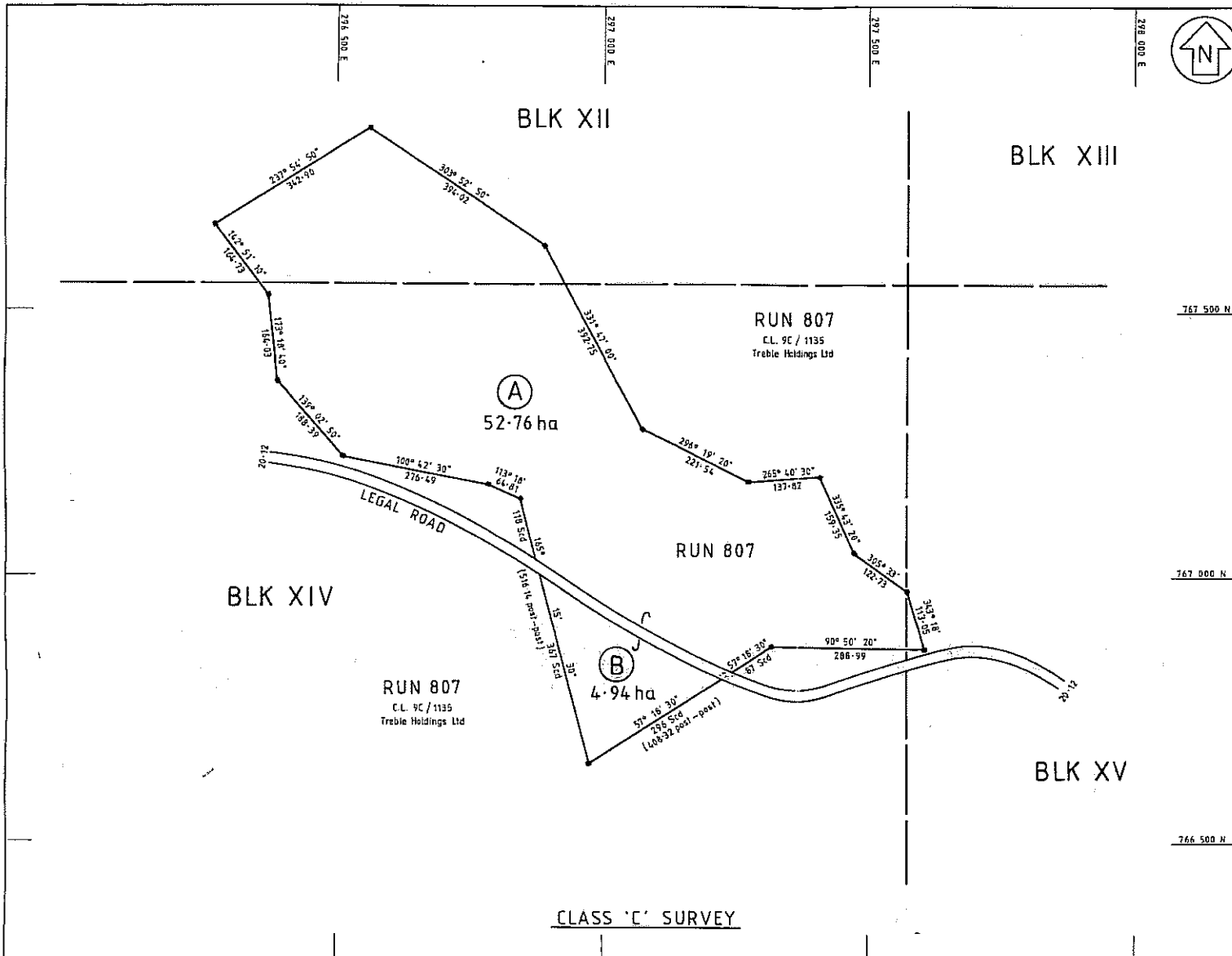
JUL 18 1910  
DUNEDIN

W. H. Waters  
Dasher Country

703

RUNS 571 & 572 KAKANUI, KAUROO & WAIHEMO, S.D.

RELEASED UNDER THE OFFICIAL INFORMATION ACT



Approvals  
**APPROVED AS TO LAYOUT**  
*K.R. Taylor*  
 K.R. Taylor, Managing Consultant  
 for LANDCORP

**APPROVED AS TO LAYOUT**  
*J.E. Cornell*  
 J.E. Cornell, Regional Conservator  
 for DEPT OF CONSERVATION

**CONSERVATION COVENANT**

SHOWN	DESCRIPTION	C.L. REF	AREA
A	PT RUN 807	9C/1135	52.76 ha
B	BLKS XII, XIV, XV, WAIHEMO S.D.	9C/1135	4.94 ha

Total Area... 57.70 ha

Comprised in... C.L. 9C/1135

I, RONALD JAMES KEEN, Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 26 of the Survey Act 1986 hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations, 1972 or any regulations made in substitution thereof.

Dated at DUNEDIN... this 19th day of... MARCH... 1992. Signature: *R. J. Keen*

Field Book... 2468... p. 1-4... Traverse Book 257 p. 126  
 Reference Plans... Run. Roll. NE. 1880... SOS. 20516, 20540

Examined... S. Kelly... Correct... *f. McNeal*

Approved as to Survey  
 8/6/92  
 Chief Surveyor

Deposited this... day of... 19...  
 District Land Registrar

LAND DISTRICT OTAGO  
 Survey Blk. & Dist. XII, XIV, XV, WAIHEMO S.D.  
 NZMS 261 Sheet I.4.2 Record Map No. 142161.71 & 72

**CONSERVATION COVENANT**

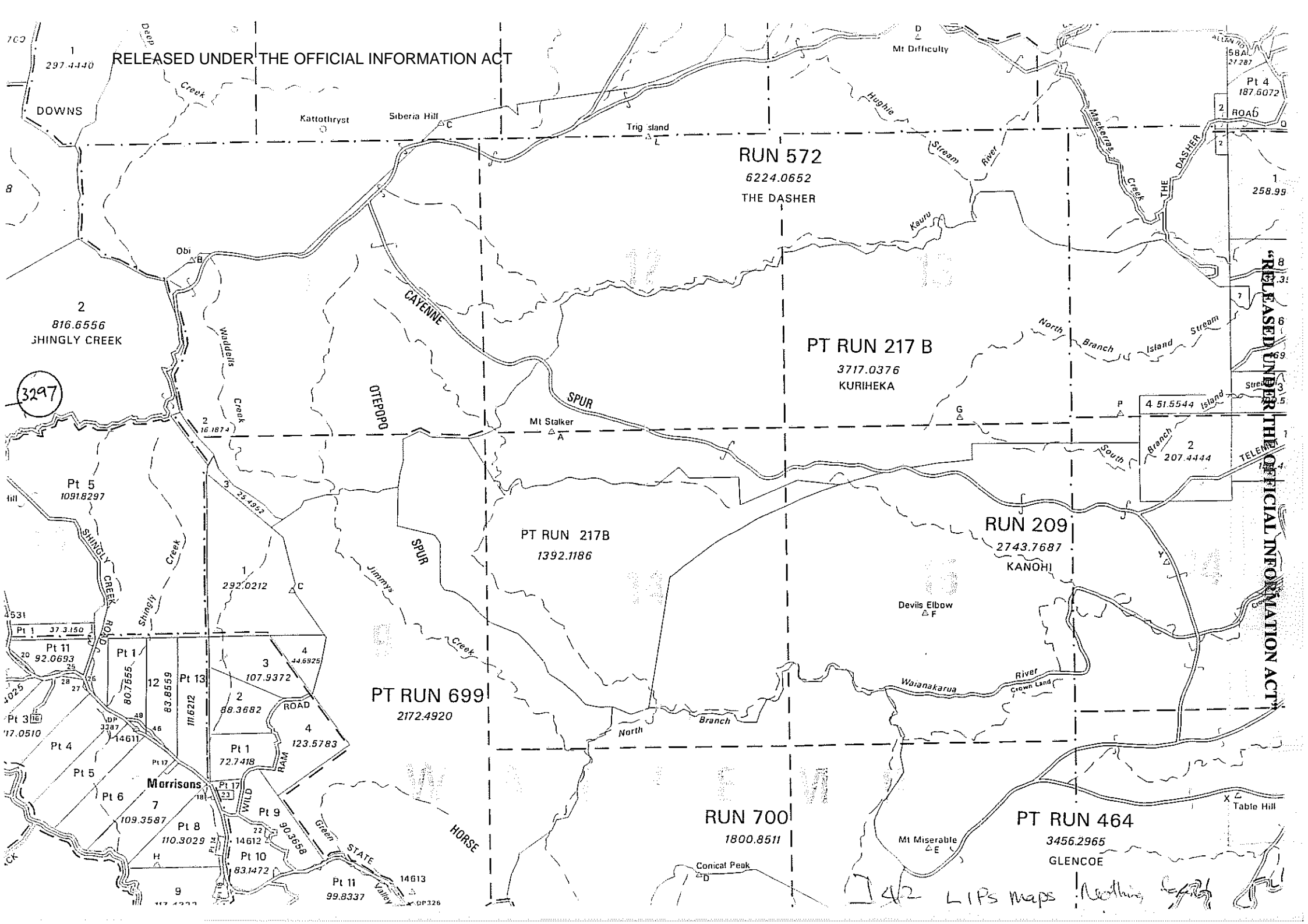
TERRITORIAL AUTHORITY WAITAKI DISTRICT  
 Surveyed by... R. J. KEEN  
 Scale 1:5000 Date FEBRUARY 1992

SO 23770



RELEASED UNDER THE OFFICIAL INFORMATION ACT

RELEASED UNDER THE OFFICIAL INFORMATION ACT



297.4130

DOWNNS

Kattothryst

Siberia Hill

Trig island

Mt Difficult

Pt 4 187.6072

RUN 572

6224.0652

THE DASHER

258.99

2

816.6556  
SHINGLY CREEK

3297

Obi

Yaddell's  
Creek

CAYENNE

OTEOPO

SPUR

Mt Stalker

PT RUN 217 B

3717.0376

KURIHEKA

4 51.5544

207.4444

Pt 5  
1091.8297

PT RUN 217B

1392.1186

RUN 209

2743.7687

KANOHI

Devis Elbow

Pt 1 37.3150

Pt 11 92.0693

Pt 3 17.0510

Pt 4 14.611

Pt 5 109.3587

Pt 6 110.3029

Pt 7 14612

Pt 8 83.1472

Pt 9 90.3558

Pt 10 14613

Pt 11 99.8337

Pt 12 117.4223

Pt 13 116.212

Pt 14 14612

Pt 15 14613

Pt 16 14613

Pt 17 14613

292.0212

80.7555

83.8559

116.212

14611

109.3587

110.3029

14612

83.1472

90.3558

14613

99.8337

117.4223

14613

14613

14613

14613

25.4952

37.3150

92.0693

17.0510

14.611

109.3587

110.3029

14612

83.1472

90.3558

14613

99.8337

117.4223

14613

14613

14613

14613

107.9372

44.6925

107.9372

88.3682

123.5783

72.7418

109.3587

110.3029

14612

83.1472

90.3558

14613

99.8337

117.4223

14613

14613

14613

14613

PT RUN 699

2172.4920

RUN 700

1800.8511

PT RUN 464

3456.2965

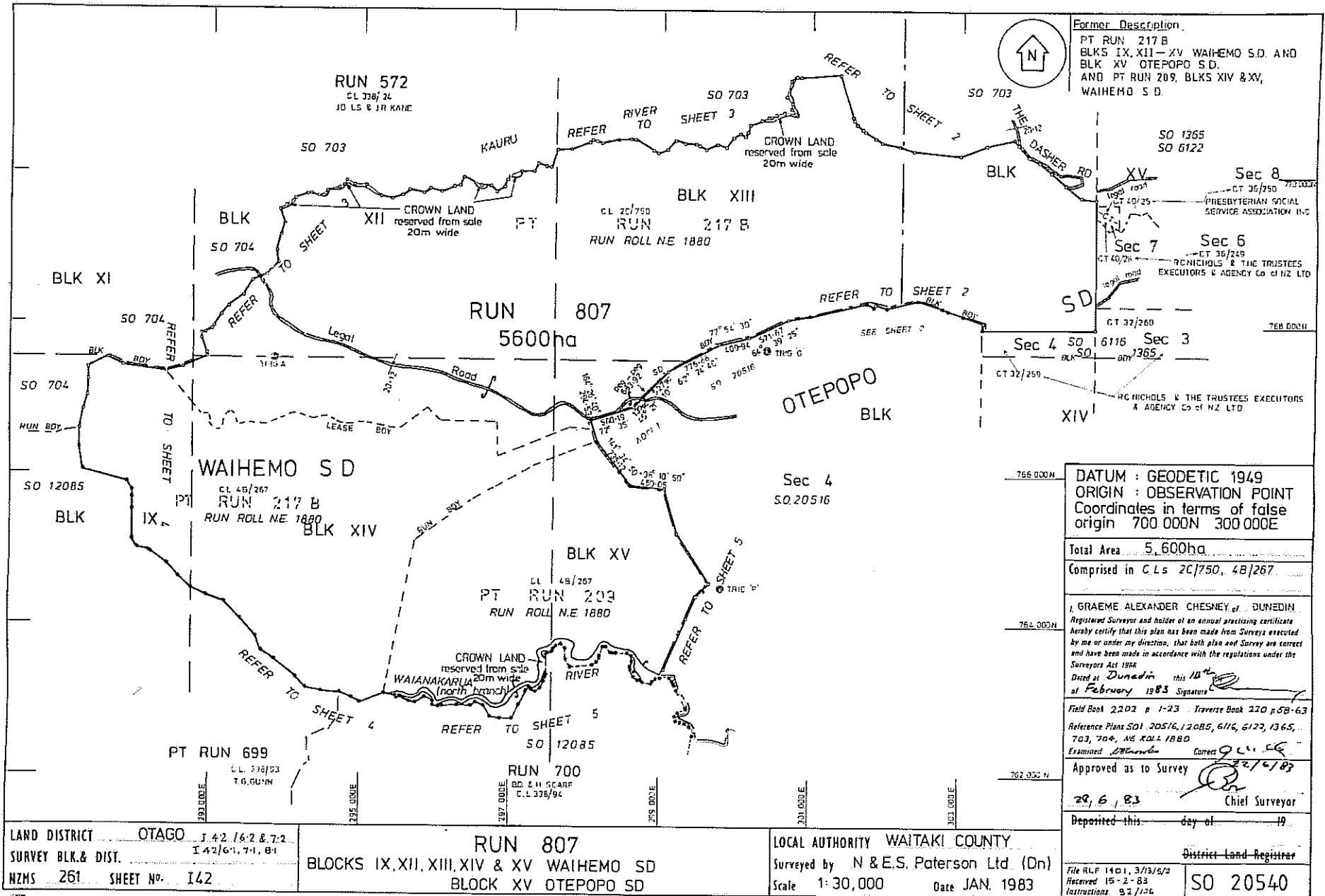
GLENCOE

Conical Peak

Mt Miserable

Table Hill

42 LIPS maps Nothing left



Former Description.  
 PT RUN 217 B  
 BLKS IX, XII - XV WAIHEMO S.D. AND  
 BLK XV OTEPOPO S.D.  
 AND PT RUN 209, BLKS XIV & XV,  
 WAIHEMO S.D.

DATUM : GEODETIC 1949  
 ORIGIN : OBSERVATION POINT  
 Coordinates in terms of false  
 origin 700 000N 300 000E

Total Area 5,600ha  
 Comprised in C.Ls 2C/750, 4B/267

I, GRAEME ALEXANDER CHESNEY, of DUNEDIN,  
 Registered Surveyor and holder of an annual practicing certificate  
 hereby certify that this plan has been made from Surveys executed  
 by me or under my direction, that both plan and Survey are correct  
 and have been made in accordance with the regulations under the  
 Surveyors Act 1956  
 Dated at Dunedin this 18<sup>th</sup>  
 of February 1983 Signature: *[Signature]*

Field Book 2202 p 1-23 Traverse Book 220 p.58-63  
 Reference Plans S01 20516, 12085, 6116, 6123, 1365,  
 703, 704, NG ROLL 1880  
 Examined *[Signature]* Correct *[Signature]*

Approved as to Survey  
 29, 6, 83 *[Signature]*  
 Chief Surveyor

Deposited this day of 19  
 District Land Registrar

File RLP 1401, 3/13/82  
 Received 15-2-83  
 Instructions 52/1/84  
 SO 20540

LAND DISTRICT OTAGO  
 SURVEY BLK. & DIST. I 42, 16, 2 & 7, 2  
 I 42/6, 1, 7, 1, 8, 1  
 NZMS 261 SHEET No. I 42

RUN 807  
 BLOCKS IX, XII, XIII, XIV & XV WAIHEMO SD  
 BLOCK XV OTEPOPO SD

LOCAL AUTHORITY WAITAKI COUNTY  
 Surveyed by N & E.S. Paterson Ltd (Dn)  
 Scale 1:30,000 Date JAN. 1983

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"