

Crown Pastoral Land Tenure Review

Lease name : Nine Mile Station

Lease number : PO 365

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.

Copied October 2002

**DUE DILIGENCE REPORT
TO THE COMMISSIONER OF CROWN LANDS**

AGENT'S REF: P0365 **LINZ REF:** **CASE NO:**

LEASE NAME: Nine Mile

LESSEE: James Gordon Lucas (2/5 share), Marion Lesley Lucas (1/5 share),
Hazel Edith Lucas and Robert Cameron White (2/5 share).

→ MJC Lucas & MC White

LOCATION: Tarras

DATE OF THIS REPORT:

14 December 1999

LEASE DETAILS:

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Land Tenure: Pastoral Lease.

Legal Description: Sections 1, 3, 5 and 6 Block XIII Lindis Survey District, Sections 11 and 15 Block II Cluden Survey District. Certificate of Lease 338/61 (Otago Registry).

Area: 2233.3037 hectares.

Term: 33 years from 1 July 1985, expires 30 June 1925.

Date of Next Review: 1 July 2007.

Rental Value: \$450,000

Annual Rent: \$ 10,125

LAND STATUS REPORT SUMMARY:

The Land Status Report prepared by approved agent is attached.

SUMMARY OF FEATURES FROM TOPOGRAPHICAL AND CADASTRAL DATA:

Boundaries:

- (1) The western and northern fence boundaries appear to coincide with the legal boundaries.
- (2) The southern boundary is Philips Road, a legal road.
- (3) The eastern boundary is generally legal roading. The eastern physical boundary of the lease may be difficult to determine on the ground, fencing would generally be on practical lines not on the legal boundary. The different boundary sections are described as follows (*travelling south to north*):
 - (a) From Philips Road State Highway 8 is the eastern boundary, it then travels east cuts out beside a legal road to and along the Lindis River. These are only paddocks on the eastern side of State Highway 8.
 - (b) After Elliots Bridge the boundary follows either legal road or marginal strip beside the Lindis River.

Legal Roads:

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- (1) Philips Road is not on the lease. It is a formed country road on the legal line.
- (2) There is a continuous legal road on the west bank of the Lindis River. For the most part the legal road is adjacent to the river and there is no marginal strip. State Highway 8 now crosses the river at Elliots Bridge and travels up the eastern side of the river. The former road on the western side is still a good gravel road and follows the legal line.
- (3) Several unformed legal roads traverse the lease but do not lead anywhere or connect to other roads.

Marginal Strips:

The Lindis River has a Section 58 Land Act 1948 marginal strip at the northern third of the property only. The balance is legal road adjacent to the river.

There is a Section 24 marginal strip on Camp Creek for the whole of its length through the lease.

Section 15 is a 20 metre wide strip of land that adjoins the Lindis River. This creates a gap in the marginal strip on the west bank of the river, we do not know why this is not marginal strip or legal road. We are advised by Opus that Section 15 is part of the pastoral lease title area but this section is also listed as DoC stewardship land in the CMS Land Inventory. The anomaly is discussed later in the report.

Historic and Mining Sites:

The site of the 1861 Lindis River gold rush is on the Nine Mile lease and also the workings dating from the 1930's depression years. The Lindis (*Old Faithfulls*) Hotel was built in 1873 and there are five other recorded historic sites near the hotel and on the banks of Camp Creek. Note that the hotel ruins are not located on the lease but on 0.8094 ha of freehold land owned by the lessee (CT 6C/328).

Communication Sites:

The Lindis Peak on the western boundary (1226 m.a.s.l.) is a prominent point with outstanding views. To our knowledge it has never been identified as a possible communications site. It may be a potential site for mobile phone service providers who wish to extend coverage over State Highway 8.

Current Mining:

There are no current mining licences registered on the lease documents.

SUMMARY OF LEASE DOCUMENT 338/61:

Refer also to the Status Report.

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Area Adjustments:

Numerous adjustments have been made to the lease area.

- (1) *The area when the lease commenced 1 July 1952 was 5449 acres, 1 rood, 33 perches made up of:*

Run 236I	5319 acres, 2 roods, 25 perches
Section 1	129 acres, 3 roods, 8 perches

- (2) *The area adjustment Memorials are recorded as follows:*

- (a) 6688 Proclamation of 1 rood, 9.8 perches plus 13.3 perches (*total 1 rood, 23.1 perches*). Registered 18 October 1954.
- (b) X16400 Certificate of Alteration incorporating Sections 3 (*2.7 perches*) and Section 4 (*23.7 perches*) 26.4 perches in total, registered 15 December 1954.
- (c) 6729 Proclamation of 3 roods, 39.9 perches, (*0.1 perch closed road*) for a surfacemen's cottage. Registered 14 January 1955.
- (d) 265510 Certificate of Alteration incorporating Section 9, (*surfacemen's cottage*) into lease 21 November 1963. Registered 21 November 1963.
- (e) 383550 Certificate of Alteration incorporating Section 3, 74 acres, 3 roods, 10 perches (*being Wattie Thompson's 30 ha river reserve*) entered 22 March 1972.

- (f) 663580/3 Re-appellation notice giving re-definition of section names and correction of areas to give a new total area of 2233.3037 ha.
- (3) Several area discrepancies were found on the *lease* document which the Commissioner may or may not wish to address.
- (a) The schedule of areas which forms part of the lease document contains a typing error. The area calculations that follow the error however are correct. The third line shows an area in brackets of 5448 acres, 1 rood, 33 perches, it should read 5449 acres, 1 rood, 33 perches.
- (b) The re-appellation of Run 236I to Sections 11 and 15 (*SO 21806*) resulted in a new area for the former run (*2150.50 ha*). This area is 2.196 ha less than the calculated area shown on the schedule of areas which followed through all the historic area adjustments. The discrepancy can partly be attributed to the inclusion of Section 15 (*2 ha*) in the lease area.

Rabbit and Land Management:

884507 Land Improvement Agreement (*Soil Conservation and Rivers Control Act 1941*) to secure the provisions of the Rabbit and Land Management agreement registered 16 June 1995.

536977 a run plan was secured against the title in 1980 and discharged 6 October 1995.

Lease Renewal:

705127 Memorandum renewing the term of lease for 33 years commencing 1 July 1985, annual rental \$4,875 based on a rental value of \$325,000 registered 21 June 1988.

Caveat:

947291.1 Caveat registered by Telecom on 5 May 1998 to protect an agreement to install a fibre optic cable through parts of the lease.

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DETAILS OF ANY NEIGHBOURING CROWN OR CONSERVATION LAND:

There is no other Crown land adjoining the lease. There are nearby areas of other Crown land however they relate to other properties.

FILE SEARCH:

A search of all relevant files held by Knight Frank on behalf of the Commissioner of Crown Lands has been carried out. These files comprise of the following:

- Four volumes of Nine Mile Pastoral Lease files (*Po041 was re-numbered Po365 in 1984*).

The search date began from 29 October 1937 (*Volume 1, Folio 1*) to 3 September 1999 (*Volume 4, Folio 579*) (refer appendix for more detail).

The title search showed some unexplained dealings being:

- (1) Folio 167 21 October 1954 a road closure of 23.7 perches + 2.8 perches = 26.5 perches which does not show on the title Gazette No 61 7 October 1954 SO 11859. Although file data suggests this land was to be incorporated into the lease it may have become legal road or marginal strip land.
- (2) An application was made to the Council for a Rural Housing Loan advance in 1977. The loan may not have been uplifted as it does not appear on the title.
- (3) Telecom were granted a consent to begin work on installing fibre optic cable on 6 May 1998. Knight Frank do not hold the relevant information to ascertain the status of any formal agreement or easement between the Crown and Telecom or determine if this is a complete action. Status check information indicates Telecom had a 2 year approval to lay the cable. Telecom registered a caveat on the title 5 May 1998.

A search of three LINZ files was completed. No due diligence contingencies were found on these files.

SUMMARY GOVERNMENT PROGRAMME:

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Run Plan:

- (1) It appears that the Catchment Board Run Plan (*fencing*) in August 1965 was an isolated grant assisted works did not require registration on the title.
- (2) A SWCP Run Plan was carried out in 1980 and it was secured against the title, it was discharged 6 October 1995.
- (3) A Rabbit and Land Management Programme was prepared in February 1991 and approved 13 December 1991. The agreement is secured on the title, registered 16 June 1995.

There do not appear to be any contingent issues arising from Run Plans. Run Plan agreements were not searched.

UNCOMPLETED ACTIONS AND POTENTIAL LIABILITY FOR THE CROWN:

- (1) The integrity of numerous surrenders and incorporations should have been checked when the new appellation document was drawn up in 1991. There is a typo error on this document and the additional 2.196 ha is not fully explained.
- (2) It seems that 26.5 perches was to be incorporated into the lease in 1954 however this did not happen.

- (3) The Commissioner may or may not wish to take action regarding Section 15 which should be marginal strip or legal road land but has been included in the title area.
- (4) A Telecom easement to formalise the fibre optic cable through the lease may or may not be in place. We do not have sufficient information to ascertain this.

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Signed for Knight Frank (NZ) Limited:



Consultant 14 / 12 / 99



Manager 16 / 12 / 99

Approved/Declined

Commissioner of Crown Lands / /

ATTACHMENTS:

- (1) Lease document 338/61.
- (2) List of information sources considered.
- (3) Land Status Check provided by agent.

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ATTACHMENT 2:

List of information sources considered:

- (1) Topographical Map NZMS 260 G40.
- (2) Terraview Cadastral map
- (3) Crown lease document 338/61.
- (4) Rabbit and Land Management Plan 41.
- (5) Files searched:

Files held by Knight Frank:

- Volume I* Po041 Nine Mile
(Opened 29 October 1937 Folio 1; closed 2 May 1961 Folio 203)
- Volume II* Po041 Nine Mile
(Opened 10 May 1961 Folio 203; closed 22 December 1972 Folio 300)
- Volume III* Po041 Nine Mile
(Opened 25 January 1973 Folio 301; closed 25 October 1983 Folio 434).
- Volume IV* Po365 Nine Mile
(Opened 30 January 1984 Folio 435; closed 3 September 1999 Folio 579).

File searched 3 September 1999.

Files held by LINZ:

- CPL0411 12491 ZCH (Opened 1 March 1997 Folio 1, closed 18 October 1999 Folio 9).
- 7900/04/P188 1 DDN (Opened 1 January 1990 Folio 1, closed 1 January 1998 Folio 2).
- 5200 D14 L10 1 DNO (Opened 7 February 1997 Folio 1 to 20 February 1997 Folio 5).

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**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

Project number 6NLI11.01/016YD

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50175 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.



LAND STATUS REPORT for Timburn / Shirlmar / Longacre / Geordie Hill / Merivale and Nine Mile			LIPS Ref 12605
Property	6	of	7
			Nine Mile

Land District	Otago
Legal Description	Sections 1, 3, 5 and 6 Block XIII Lindis SD and Sections 11 and 15 Block II Cluden SD.
Area	2233.3037 ha
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease P 365.
Instrument of title / lease	CL 338/ 61
Encumbrances	Subject to : 1. Land Improvement Agreement registered as 884507 2. Caveat by Telecom registered as 947291.1
Mineral Ownership	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	8 October 1999
[Certification Attached]	

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

Certified - correct as to status

Pursuant to Section 11(1)(l) of the Survey Act 1986 and acting under delegated authority of the Surveyor-General pursuant to Section 11(2) of that Act, I hereby certify that the land described above is Crown Land

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**LAND STATUS REPORT for Timburn / Shirlmar /
Longacre / Geordie Hill / Merivale and Nine Mile**

LIPS Ref 12605

Pro ty 6 of 7

Nine Mile

under the Land Act 1948 subject to Pastoral Lease registered as 338/61.


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

15/10/1999

Notes : This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6.

Nothing noted on file.

SO 21806 notes marginal strip a - b to become effective from 1/7/2018 [renewal of lease] or sooner disposition.

Section 2 Block XIII Lindis SD is held on freehold title 6C/328 by J G Lucas. As it is on the boundary of the lease a report has not been completed in respect to it.

Approval given to Telecom to lay fibre optic cable. 2 years to lay cable. See Caveat.

Section 15 Block II Cluden SD is part of the Pastoral Lease. This area adjoins the Lindis River and is layed 20 metres from the river boundary. The area should be identified as being subject to Section 24(9) of the Conservation Act 1987 on renewal or sooner disposition.

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Research Data: *Some Items may be not applicable*

SDI Print Obtained	Yes / No
NZMS 261 Ref	G40
Local Authority	Central Otago District Council
Crown Acquisition Map	Kemp
SO Plan	<ol style="list-style-type: none"> 1. SO 21806 approved September 1986 being a plan of Sections 5 & Block XIII Lindis SD & Sections 11 & 15 Block II Cluden SD. Amended November 1992 to show marginal strip to become effective from 1/7/2018. 2. SO 11960 approved April 1955 being a plan of Section 3 Block XIII Lindis SD. 3. SO 11880 approved November 1954 being a plan of Section 9 Block II Cluden SD 4. SO 11859 approved June 1954 being a plan of Land for road & road to be closed. 5. SO 5389 approved October 1910 being a plan of Section 1 Block XIII Lindis SD.
Relevant Gazette Notices	Historical roading but nothing relevant to current lease .ie Proc's 6688, 6729 and 6730
CT Ref / Lease Ref	<ol style="list-style-type: none"> 1) CL 338/61 [live] 2) Sighted but not copied prior references CL 251/44 & 163/39 Held on Pastoral tenure since 1910 3) CL 338/100 [cancelled] 4) CT 6C/328 5) Land Improvement Agreement registered as 884507. 6) Caveat by Telecom registered as 947291.1 7) Memo of Renewal registered as 705127
an Index	Attached.
Legalisation Cards	SO 21806 - attached. SO 5389 - none.
CLR	Confirms Pastoral status.
Allocation Maps (if applicable)	G40 DOC / SOE / Proposed SOE Claim Lands - Searched but nothing found. Data on Timburn file.
VNZ Ref - if known	Not applicable.
Crown Grant Maps	Not applicable.

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<p>If Subject land Marginal Strip :</p> <p>a) Type [Sec 24(9) or Sec 58]</p> <p>b) Date Created</p> <p>c) Plan Reference</p>	<p>a) SO 21806 notes marginal strip to become effective from 1/7/2018.</p> <p>b)</p> <p>c)</p>
If Crown land – Check Irrigation Maps.	G40 Searched and nothing found. Data on Timburn file.
Mining Maps	G40 Searched and nothing found. Data on Timburn file.
<p>of Road</p> <p>a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989</p> <p>b) By Proc</p>	<p>a) SO Plan Not applicable.</p> <p>b) Proc Plan</p> <p>c) Gazette Ref</p>
<p>Other Relevant Information</p> <p>a) Concessions – Advice from DOC or Knight Frank.</p> <p>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>c) Mineral Ownership</p> <p>d) Other Info</p>	<p>a) Knight Frank Ltd advised 24/9/99 that property not subject to any recreation permits.</p> <p>b) None known.</p> <p>c) Either</p> <p><input checked="" type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase.</p> <p><input type="checkbox"/> Contained in [provide evidence].</p> <p>d)</p>

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Form 100
Registered in Vol. 251 fol. 44
and 163 fol. 39

PART CANCELLED
NOT
TO BE CONVERTED
PASTORAL LEASE OF PASTORAL LAND UNDER THE LAND ACT, 1948
No. P.41

Registered in the LAND REGISTRY OFFICE
not under the LAND TRANSFER ACT.
[L. and S. R.]
Entered in the Register-book, Vol. 338 fol. 61
the 26 day of July
1949 at 10.10 o'clock
W. J. Land Registrar.

338/61



This Deed, made the first day of March, one thousand nine hundred and fifty-two, between H.M. MAJESTY, THE KING (who, with the consent of the Queen, is hereinafter referred to as "the Lessor"), of the one part, and FRANK CLARK, of the other part, and LINDIE PASS, of the one part, and FRANK CLARK, FARMER, (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements hereinafter contained and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee (all those pieces or parcels of land containing by admeasurement 5449 acres and 33 perches, a little more or less, situated in the Land District of Otago, and being Run 2362, Lindie and Gluden Survey Districts and Section 1, Block XIII, Lindie Gluden District

See Diagram on Separate Sheet

See Separate Sheet for Schedule of Areas

are (hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July, one thousand nine hundred and fifty-two, together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-two. 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 Seventy-Five pounds (£75 - -) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) half-yearly instalments of pounds shillings and pence (£) on the 1st day of January and the 1st day of July in each year in the same manner as rent.

- AND the Lessee doth hereby covenant with the Lessor as follows, that is to say—
1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
 2. THAT the Lessee will within one year after the date of this lease take up all mortgages on the said land, and thereafter throughout the term of the lease will create subsequently on the said land.
 3. THAT the Lessee will hold and use the said land free for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
 4. THAT the Lessee will at all times fence the said land diligently and in a proper 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 fire fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1908, 1950.
 6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1928.
 7. THAT the Lessee will clean and clear from roads and keep open all 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 alter the party consent of the Commissioner after the change 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 expiration of the day on which any such premium becomes payable, the receipt for that premium.
 10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner or otherwise shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
 11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1908, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burnt, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
 12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
 13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

- AND it is hereby agreed and declared by and between the Lessor and the Lessee—
- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
 - (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to H.M. Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land, or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used as situated within 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building-dwellinghouse: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
 - (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 96 (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.

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338/11

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

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

cultivate any portion of the said land for the purpose of growing any crop or crops thereon;

(a) such area of the said land as is sufficient for the use of the said Lessee and his employees;

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

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

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

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

(5) 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 sheep to be kept on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed—
** See below
the number on basis of a count of one for a dry sheep and of one and a half for breeding wares

(6) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 146 of the Land Act, 1946, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or owing due or for any prior breach of any covenant or condition of the lease.

(7) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1946, 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 LESSEE AND BEING PURCHASED BY THE LESSEE

All

In witness whereof the Commissioner of Crown Lands for the Land District of Otago, 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 : M. B. [Signature]
Occupation : Merch. [Signature]
Address : [Signature]

A. E. [Signature]
Commissioner of Crown Lands.

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

Witness : F. J. [Signature]
Occupation : [Signature]
Address : [Signature]

F. [Signature]
Lessee.

(8) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 1750 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may by notice in writing permit the lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

A. E. [Signature]
Commissioner of Crown Lands.

F. [Signature]
Lessee.

235750 Transfer of balance Frank Clark to James William Lucas of Dunedin, furnished 18.7.56 at 3:00 p.m.
See next page

RELEASED UNDER THE OFFICIAL INFORMATION ACT

4211.99
388/61

~~EQUIVALENT METRIC
AREA IS 2235.4997 ha
663580/3 2150.50 ha~~

LOWER HAWEA S.D.

LINDIS S.D.

Run 236h

Run 236i

TARRAS S.D.

CLUDEN S.D.

~~Amended Area 223 3037 ha~~

~~28/10/90 BLR
[Signature]~~

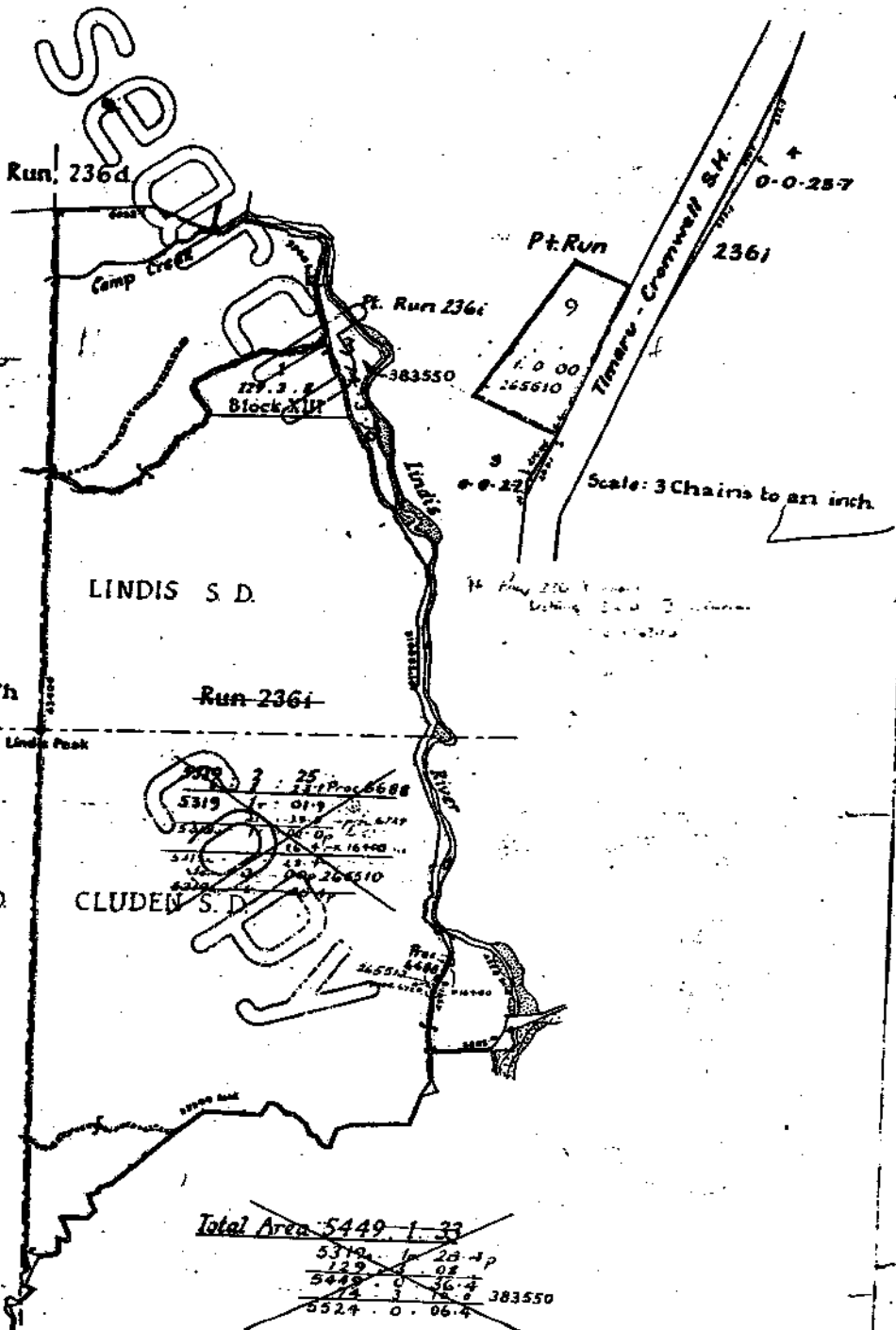
See Separate Sheet for Schedule
of Areas

Run 236i Lindis & Cluden S.Ds & Sec. 1 Block XIII Lindis S.D

Scale: 40 chains to an inch

F. Clark

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Total Area 5449.1.33			
5319	1	28.4p	
5449	0	08	
12	3	36.4	
5524	0	06.4	383550

4.11.99

SCHEDULE OF AREAS

Document	Area
Sec 1 Blk XIII Lindis SD Plan SO 5389	129a 3r 8p
Run 236I Lindis & Clutha SD Plans SO 1186 less part for Road - S.O. 2686 1r 15p (gaz 1936.p 1635)	5319a 2r 25p (5448a 1r 33p Total)
Less Parts 236I (1r 9.8p and 13.3p) proclaimed Road (Balance Pt Run 236I = 5319a 1r 01.9p)	Proc 6688 5449a 0r 09.9p Balance Total
Incorporation Section 3 Block I Cluden SD (plan S.O. 11859 area 2.7p) and Section 4 Block II Cluden SD (plan SO 11859 area 23.7p)	} } X 16400 } 5449a 0r 36.3p Total
Less Leasehold Estate taken - Pt Run 236I (plan SO 11880 area 3r 39.9p)	Proc 6729 5448a 0r 36.4p Balance Total
Incorporation Section 9 Block II Cluden SD (Plan SO 11880, area 1 acre).	Doc 265510 5449a 0r 36.4p Total
Incorporation Section 3 Block XIII Lindis SD (plan SO 11960, area 74ac 3r 10p)	Doc 863550 5524a 0r 06.4p Total
Area Conversion to Metric	2235.4997ha
Change of Appellation Excepting Sections 1 and 3 Blk XIII Lindis SD (as above - area 82.8037ha) the remainder of the lease has been given a new appellation and area; ie; Secs 5 and 6 Blk XIII Lindis SD and Secs 11 & 15 Blk II Cluden SD (plan SO 21806, collective area 2150.5ha)	Doc 663580/3 NEW AREA 2233.3037ha

Confirm area correct
13.1.2000 Assistant Land Registrar

2233.3037 ha

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338/62

LAND & DEEDS

1 JUL 1954

4441

4.11.99

Proclamation 6688 proclaiming parts (in 23.1 p) Coloured red on diagram here as road and parts (23.1 p) settled red on diagram registered 1954 at 2.4.52

X16400 Certificate of Alteration incorporated in within Lease Section 3 and 4 Block II Cluden District (26.4 p) coloured green hereon produced 15 December 1954 at 11.52.52

Proclamation 6729 taking part from 236 (3 v 39.9 p) Coloured red on diagram for a surfman's cottage registered 14 January 1955 at 1.38.52

Proclamation 6730 setting apart part of 236 for a surfman's cottage registered 14 January 1955 at 1.39.52

Transfer 225750 of balance - James William Lucas to James William Lucas and the Trustees Executors and Agency Company of New Zealand Limited. Produced 18.7.1961 at 13.52

236317 Mortgage of balance James William Lucas to The Trustees Executors and Agency Company of New Zealand Limited. Produced 1.9.1961 at 4.20

245826 Transfer of balance James William Lucas to the said James William Lucas and the Trustees Executors and Agency Company of New Zealand Limited. Produced 18.7.1961 at 9:27.9

265510 Certificate of alteration incorporated in within Lease Section 9, Block II, Cluden and Gdd Survey District edged green on plan hereon and being part of plan 236. - 21.11.1963 at 1.40 P.M.

290692 Mortgage of balance James William Lucas to The Trustees Executors and Agency Company of New Zealand Limited - 7/9/1965 at 2.15

324074 Transfer of balance to James Gordon Lucas of the Lindis, James Mackay 12.2.1965 at 9.30 am

Variation of Mortgage 290692 - 17.3.1965 at 1.45 pm

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. S. Mackay A.L.R.

383550 Certificate of Alteration incorporating in the within Lease Section 3 Block XIII Lindis Survey District (area 74 acres 3 roods 10 perches) and the annual rent also increased to \$162.50 as from 1st January 1972 entered 22.3.1972 at 2.36 pm (see diagram attached herein)

[Signature]
A.L.R.

Variation of Mortgage 290692 - 10.7.1972 at 10.30 am

[Signature]
A.L.R.

Variation of Mortgage 290692 - 29.10.1973 at 11.47 am

[Signature]
A.L.R.

424329 Transfer of 2/5 share James Gordon Lucas to Hazel Edith Lucas and Robert Cameron White - 13.6.1974 at 10.39 am

[Signature]
A.L.R.

426143 Mortgage of their 2/5ths share Hazel Edith Lucas and Robert Cameron White to James Gordon Lucas - 18.7.1974 at 1.45 pm

[Signature]
A.L.R.

Prospecting License under the Mining Act 1971 affecting part of the adjoining land in favour of Bronze Earth Company Limited for a term of three years commencing on 23rd May 1975 produced 27.5.1975 at 2.24 pm
See Vol: 50 Fol: 23

[Signature]
A.L.R.

467304 Variation of Mortgage 426143 - 15.10.1975 at 10.24 am

[Signature]
A.L.R.

484449/2 Mortgage of his 3/5 share James Gordon Lucas to Ernest Thompson and Colin John Keirney (jointly inter se) and to Joan Bethia Chadwick and Fred Chadwick (jointly inter se) and to Margueriet Nicholls and Ross Mackay in shares - 5.9.1977 at 10.19 am

[Signature]
A.L.R.

corrected
11.11.1977

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516148, Mortgage to the Rural Banking and Finance Corporation of New Zealand - 17.5.1979 at 9.08 am

DISCHARGED
13 MAY 1981
A.L.R.

4.11.99

602841/1 Transmission of the share of Alexander Mackay to Catherine Mackay as executrix entered 5.10.1983 at 10.25 am

A.L.R.

516148/2 Memorandum of Priority ranking Mortgage 484449/2 as a first Mortgage, Mortgage 516468/1 as a second Mortgage and Mortgage 426143 as a third Mortgage - 17.5.1979 at 9.04 am

A.L.R.

602841/3 Mortgage to the Trustees Executors and Agency Company of New Zealand Limited - 6.10.1983 at 7.09 am

DISCHARGED
7.10.1983
A.L.R.

A.L.R.

522187 Variation of Mortgage 516148/1 - 4.9.1979 at 2.46 pm

A.L.R.

602841/4 Memorandum of Priority ranking mortgage 602841/3 as a first mortgage, mortgage 516468/1 as a second mortgage, mortgage 552204/1 as a third mortgage and mortgage 426143 as a fourth mortgage - 6.10.1983 at 10.25 am

A.L.R.

528235 Variation of Mortgage 426143 - 20.12.1979 at 9.52 am

A.L.R.

51428 Court Order pursuant to Matrimonial Property Act 1976 vesting 1/3 of his 3/5 share James Gordon Lucas to Marion Lesley Lucas of Tarras Married Woman entered 13.3.1984 at 1.52 pm

A.L.R.

536977 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 25.6.1980 at 9.00 am

DISCHARGED
25.6.1980
A.L.R.

A.L.R.

Part Run 2361 and Sections 3, 4 and 9 are now known as Section 5 (345ha) and Section 6 (678.5ha) Block XIII Lindis S.D. and Section 11 (1125ha) and Section 15 (2 ha) Block II Cluden S.D. - 19.9.1986 at 9.30 am
See Re Appellation 663580/3

A.L.R.

552204/1 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 7.4.1981 at 2.08 pm

DISCHARGED
13 MAY 1981
A.L.R.

A.L.R.

705127 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1st July 1985 and fixing for the first 11 years the annual rental at \$4875.00 calculated on a rental value of \$325000.00 - 21.6.1988 at 10.27am

A.L.R.

552204/2 Memorandum of Priority ranking Mortgage 552204/1 as third mortgage and Mortgage 426143 as fourth mortgage - 7.4.1981 at 2.08 pm

A.L.R.

A.L.R.

552133 Prospecting Licence affecting part of the within land in favour of Bronze Boulder Mining and Development Company Limited for a term of two years commencing on 1st April 1981 - 6.4.1981 at 1.55 pm
See Volume 5D Folio 186

714629/2 Mortgage to Wrightson Farmers Finance Limited - 26.10.1988 at 9:39 am

A.L.R.

571265/1 Transmission of the share of Marguerite Nicholls in Mortgage 484449/2 to John Hector McGregor and Ian Ernest Thompson as executors entered 26.2.1982 at 9.16 am

A.L.R.

714629/3 Memorandum of Priority ranking Mortgage 714629/2 as a first mortgage, Mortgage 516148/1 as a second mortgage and Mortgage 426143 as a third mortgage - 26.10.1988 at 9.39 am

A.L.R.

884507 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 16.6.1995 at 10.27am

A.L.R.

Amended 23.10.1990

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CT 338/61

4.11.99

895041 Exploration Permit under Section 81 Crown Minerals Act 1991 over part of the within land in favour of Aurum Reef Resources (NZ) Limited for a term of 3 years commencing on 23.11.1994 - 23.11.1995 at 9.01am See Volume 90 Folio 529

Pellwood
A.L.R.

913900/2 Mortgage to The National Bank of New Zealand Limited - 9.8.1996 at 11.00am

[Signature]
A.L.R.

913900/3 Memorandum of Priority ranking Mortgage 913900/2 as a first mortgage and Mortgage 714629/2 as second mortgage and Mortgage 426143 as third mortgage - 9.8.1996 at 11.00am

[Signature]
A.L.R.

920204 Variation of Mortgage 913900/2 - 20.11.1996 at 10.55 am

[Signature]
A.L.R.

947291.1 CAVEAT BY TELECOM NEW ZEALAND LIMITED 5.5.1998 AT 12.08

M. Hayes
FOR DLR

COPY