

Crown Pastoral Land Tenure Review

Lease name : RIVERSIDE

Lease number : PO 372

Due Diligence Report (including Status Report) - Part 1

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

**DUE DILIGENCE REPORT
CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:
RIVERSIDE PASTORAL LEASE**

File Ref: CON/50269/09/12611/A-ZNO	Report No: DN0182	Report Date: 26/07/2002
Office of Agent: Dunedin	LINZ Case No:	Date sent to LINZ: 02/08/2002

RECOMMENDATIONS

1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** the following;

File records indicate that Telecom Mobile examined a number of sites in the Alexandra District suitable for the installation of a Cellular Telephone Installation. There is no indication on the file that this proceeded beyond initial investigations.

File records indicate that it was proposed to establish a historic reserve at Doctors Point. There is no indication that this was ever formalised, however part of the proposal involved the establishment of an access way to the region, which has been created.

On the historical copy of the title the land acquired by GN 624745 has been deducted from the total area twice. Once when the leasehold interest was acquired and again when the total interest was set apart. This gives an incorrect reflection of the area.

Signed by Opus:

M Brown
Property Consultant

D Payton
Contract Manager

**Approved/Declined (pursuant to a delegation from the Commissioner of Crown Lands)
by:**

Name:

Date of decision: / /

1. Details of lease:

Lease Name: Riverside
Location: Approximately 500 metres south of the township of Alexandra on Graveyard Gully Road
Lessee: Doctors Point & Obelisk Stations Limited
Tenure: Pastoral Lease under the Land Act 1948 - Po372
Term: 33 years from 1 July 1985
Annual Rent: \$6,900
Rental Value: \$345,000
Date of Next Review: 30 June 2007
Land Registry Folio Ref: OT 386/7
Legal Description: Part Section 8 Block VI Cairnhill Survey District, Part Run 568 and Run 569A situated in Cairnhill Survey District
Area: 5098.5762

2. File Search

Files held by DTZ New Zealand Limited on behalf of LINZ:

File Reference	Volume	From	To
CON/50213/09/12611/A-ZNO	1	1/07/2000	Date
Po/372-SDN-05	5	2/03/1998	30/06/2000
Po/372-SDN-04	4	3/09/1986	12/06/1998
Po/130-SDN-03	3	19/09/1979	13/06/1986

Files held by Opus International Consultants Limited on behalf of LINZ:

File Reference	Volume	From	To
CON/50269/09/12611/A-ZNO	1	14/02/2002	Date

Other relevant files held by LINZ:

File Reference	Volume	From	To
Po/130-SDN-02	2	7/11/1963	13/08/1979
Po/130-SDN-01	1	21/09/1916	7/11/1963

3. Summary of lease document:

Terms of lease

Stock Limitation in lease

2365 sheep

Commencement Date

1 July 1985

Special Provisions

The original lease issued on 1 July 1952 contained the following clauses amending the standard terms and conditions:

- (i) That the carrying capacity on which is based the rent hereinbefore reserved is fixed on the area of land comprised in this lease estimated to remain after the resumption or other acquisition or use by the Crown of any land comprised in this lease in connection with the Roxburgh Hydro Electric Power Scheme and the Lessee will have claim for compensation neither by way of reduction in annual rent nor for any loss of interest in the unexpired term of his lease arising from the resumption or other acquisition or other use by the Crown of any land as aforesaid.
- (j) And it is hereby further provided that the right is reserved to the Crown at any time and from time to time without being deemed to commit a trespass and without payment of compensation to enter upon the said land and thereon to take, lay, construct, maintain, inspect, repair or reconstruct water races, drains and all other works which the Minister of Works deems necessary for the supply of water to the said land or to any other land. The Lessee will be required to take water from races provided for irrigation purposes at a price to be fixed by the Crown. The Crown will not be liable for any damage caused by any overflow or break away of any race or channel.

Memorandum of Variation 936928.6 registered against the lease on 23 August 1997 varied the lease with the addition of the following covenants and conditions:

1. That should the Lessee with the consent of Her Majesty the Queen transfer, sublet or otherwise dispose of his interest in the land affected by the said lease or any part thereof to a company incorporated under the Companies Act 1955, then the following provisions shall apply.
 - (a) The provisions of section 89 of the Land Act 1948, shall apply to all such transfers and other dispositions of shares in such company as if such shares were interests in the said land and no share or shares in such company shall be transferred or otherwise disposed of by any shareholder without the consent of the Commissioner of Crown Lands.
 - (b) The provisions of the Land Act 1948, with regard to the residence shall continue to be applicable to the said lease notwithstanding the transfer or other disposition to such company provided however that such provisions shall be deemed to be complied with by such company only if and when there resides on the said land a person who manages the land on behalf of such company and who has been approved in writing for that purpose by the Commissioner of Crown Lands.
 - (c) A breach by the company or by any shareholder of all or any of the provisions of subclauses (a) and (b) hereof shall be deemed to be in breach of the covenants conditions and restrictions contained in the said lease entitling the lessor to exercise all or any of the powers conferred upon her by the said lease in such circumstances.
2. Save as expressly varied all the covenants conditions and restrictions contained or implied in the Memorandum of Lease shall remain in full force.

Area adjustments

There are no unregistered area adjustments, however it is noted in the Land Status Report that on the historical copy of the title the land acquired by GN 624745 has been deduced from the total area twice. Once when the leasehold interest was acquired and again when the total interest was set apart. This gives an incorrect reflection of the area.

Registered interests

- 309273 Proclamation declaring the leasehold interest in parts coloured Red on the plan hereon 76 acres 1 rood 2 perches (=30.8623 hectares) to be taken for the Development of Water Power (Roxburgh Power Project) from and after 12 December 1966 - 20.12.1966
- 624745 Gazette Notice declares parts Run 568 (30.6549 ha) and part Section 8 Block VI Cairnhill Survey District (1619m²) shown hatched off in black on diagram hereon to be set apart for generation of electricity - 1.11.1984
- 626106 Caveat by Her Majesty the Queen - 23.11.1984
- 794523.1 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1.7.1985 and fixing for the first 11 years the annual rent at \$4,050.00 calculated on a rental value of \$270,000.00 - 11.12.1991
- 829002 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 4.5.1993
- 936928.6 Variation of Lease terms contained herein - 23.9.1997
- 937403.3 Mortgage to Rabo Wrightson Finance Limited - 2.10.1997
- 959823.1 Variation of Mortgage 937403.3 - 23.12.1998
- 5129699.1 Notice of Claim pursuant to section 42 Matrimonial Property Act 1976 by Robyn Lesley Sanders - 20.12.2001

Unregistered interests

File records indicate that Telecom Mobile examined a number of sites in the Alexandra District suitable for the installation of a Cellular Telephone Installation. There is no indication on the file that this proceeded beyond initial investigations.

4. Summarise any Government programmes approved for the lease:

A Soil and Water Conservation Plan was approved for the lease in 1973 involving erosion control fencing, oversowing and topdressing, and recuperative spelling aimed towards restoring the grazing potential of some of the more depleted grasslands. This plan was extended for a further 5 years in 1981 aimed to assist further recuperation of the previously identified areas. File records indicate this plan was satisfactorily completed.

In 1992 a Land Improvement Agreement was entered into. This plan was directed to the control of the rabbit population on the property and the restoration of areas where pasture has become depleted. This plan is to remain in force until 30 June 2010,

5. Summary of Land Status Report:

Opus International Consultants Limited undertook a Land Status check on 1 July 2002. This check confirms the status of the Land as Crown Land under the Land Act 1948, subject to Pastoral Lease Po130. Note, this lease was latter re numbered to Po372.

The following items were noted for information:

- Caveat 626106 gives notice of an Agreement to grant an easement in gross [access to Doctors Point] from PB Sanders & WT Sanders to Her Majesty the Queen
- On the historical copy of the title the land acquired by GN 624745 has been deducted from the total area twice. Once when the leasehold interest was acquired and again when the total interest was set apart. This gives an incorrect reflection of the area.

A copy of the report is attached as Schedule A to this report.

6. Review of topographical and cadastral data:

A review of the topographic and cadastral information reveals the following:

- There are discrepancies between the fenced and legal boundaries around the property.
- There is a woolshed and hut at about NZMG G42 279364.
- There is a walking track along the shore of Lake Roxburgh from the end of Graveyard Gully Road to Doctors Point.

7. Details of any neighbouring Crown or conservation land

Neighbouring Crown or Conservation Lands are detailed as follows:

	Legal Description	Status	Owner/Lessee
East	Part Run 569	Pastoral Lease - Matangi Station	Her Majesty the Queen/ Matangi Station Limited
South	Run 262I & Part Run 570	Pastoral Lease - Cairnhill Station	Her Majesty the Queen/ AR & KM McNeish & DJ Harvie
West	Crown Land Block V Fraser & Blocks V & VI Cairnhill Survey Districts	Marginal Strip	Her Majesty the Queen
	Section 1 SO 24449, Sections 1 & 2 SO 24450	Lake Roxburgh	Her Majesty the Queen/ Contact Energy Limited

There is no indication that any of this land should be included in the review.

8. Summarise any uncompleted actions or potential liabilities:

File records indicate that Telecom Mobile examined a number of sites in the Alexandra District suitable for the installation of a Cellular Telephone Installation. There is no indication on the file that this proceeded beyond initial investigations. Copies of relevant file notes are attached as Schedule B to this report.

File records indicate that it was proposed to establish a historic reserve at Doctors Point. There is no indication that this was ever formalised, however part of the proposal involved the establishment of an access way to the region, which has been created. Copies of relevant file records are attached as Schedule C to this report.

On the historical copy of the title the land acquired by GN 624745 has been deducted from the total area twice. Once when the leasehold interest was acquired and again when the total interest was set apart. This gives an incorrect reflection of the area. A copy of the historic title is attached as Schedule D to this report.

Schedule A - Land Status Report

**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

Project Number 6NLITR.02/476YD

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50269 dated September 2001 and is undertaken for the purposes of Tenure Review in terms the Crown Pastoral Land Act 1998.

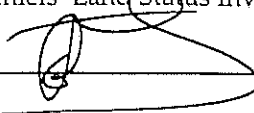
LAND STATUS REPORT for Riverside				LIPS Ref 12611
Property	1	of	1	

Land District	Otago
Legal Description	Part Section 8 Block VI Cairnhill Survey District, part Run 568 and Run 569A situated in Cairnhill Survey District.
Area	5098.5762 ha
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease Po.130
Instrument of title / lease	OT386/7
Encumbrances	Subject to 1) Caveat 626106 by HMQ. 2) 829002 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941.
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 Kemp Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998

Data Correct as at	1 July 2002
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I Garry Raymond Patrick, Property Consultant, Opus International Consultants Limited certify that the above status is in order for approval.

In giving this certification I undertake that the status report has been completed in compliance with all relevant policy instructions and in particular OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.

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

Peer reviewed by J Kirk

LAND STATUS REPORT for Riverside				LIPS Ref 12611	
Property	1	of	1		

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.

Administrative files not available at time of preparation of this report.

Caveat 626106 gives notice of an Agreement to grant an easement in gross [access to Doctors Point] from P B Sanders & W T Sanders to HMQ.

On the historical copy of the title the land acquired by GN 624745 has been deducted from the total area twice. Once when the leasehold interest was acquired and again when the total interest was set apart. This gives an incorrect reflection of the area.

LAND STATUS REPORT for Riverside				LIPS Ref 12611
Property	1	of	1	

Research Data: *Some Items may be not applicable*

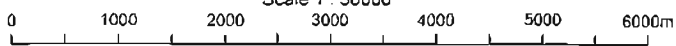
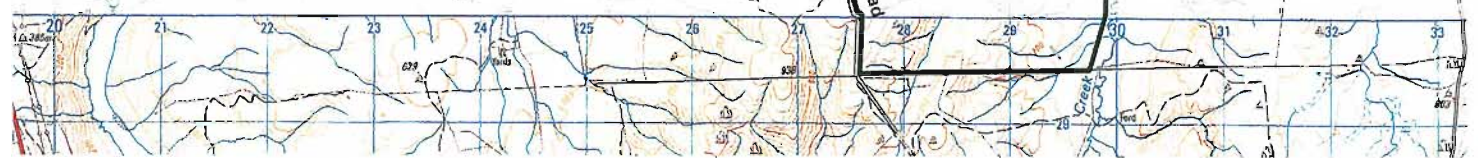
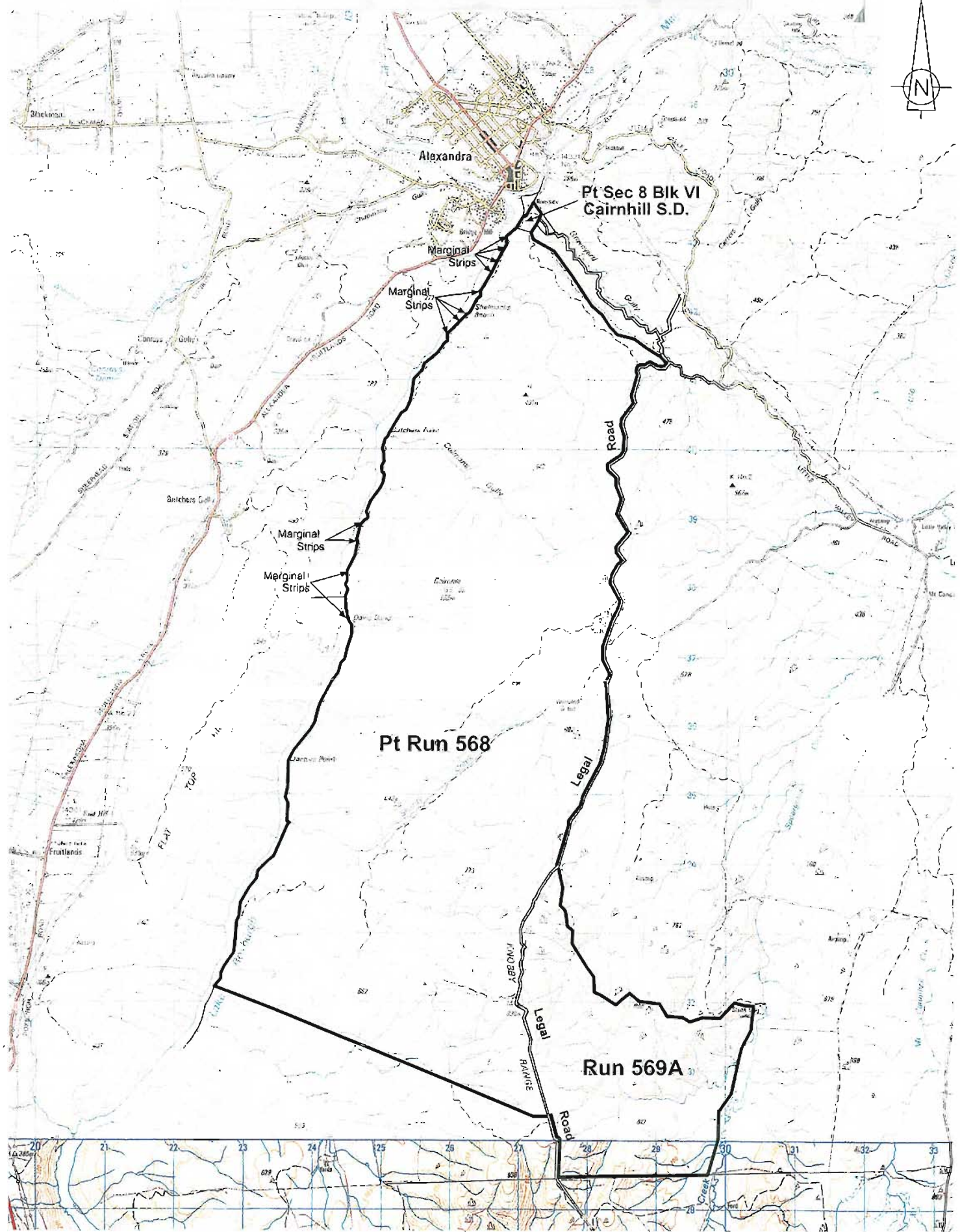
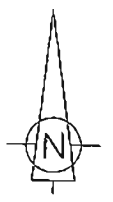
SDI Print Obtained	Yes .
NZMS 261 Ref	G42 & G43.
Local Authority	Central Otago District.
Crown Acquisition Map	Kemp Purchase.
SO Plan	<p>SO 574 of October 1917 being a plan of Part Runs 565, 566, 568 & 569.</p> <p>SO 576 of April 1917 being a plan of Run 570 & Part Runs 566 to 569.</p> <p>SO 579 of April 1917 being a plan of Part Runs 565, 565A, 566, 567 & 569.</p> <p>SO 4494 of January 1927 being a plan of Run 569A</p> <p>SO 9687 of October 1948 being a plan of Section 8 Blk VI Cairnhill SD.</p> <p>Also sighted but not relevant to status – SO's 13459, 274, 3560, 3516, 3531, 3546, 273, 4201, 4187, 16808, 4190, 4173, 13460, 266, 265, 577 & 580.</p>
Relevant Gazette Notices and / or mputer interest register.	<p>GN 624745 – land set apart for electricity</p> <p>GN309272 – leasehold interest acquired for water power.</p>
CT Ref / Lease Ref	<p>OT386/7 Current</p> <p>OT 386/7 Historical.</p> <p>OT337/27 Historical.</p> <p>Memo of Renewal 794523.1</p> <p>Land and Improvement Agreement 829002.</p> <p>Variation of Lease 936928.6</p>
Plan Index	<p>Run 568 – Notes SO's 574, 576, 13459 13460 & 21632 [now withdrawn].</p> <p>Run 569A - SO 4494.</p> <p>Section 8 - SO's 9687, 1189, 13460 & 21632</p>

LAND STATUS REPORT for Riverside				LIPS Ref 12611
Property	1	of	1	

Legalisation Cards	SO 574 sighted. Nothing relevant to the subject land. SO's 576, 4494 & 9687 no cards found.
Statutory Actions (Landonline)	No actions noted.
CLR	Sighted. Supports Pastoral status.
Allocation Maps (if applicable)	DoC & SOE maps for G42 & G43 – sighted. No allocations noted. Proposed SOE maps land to be allocated to Electricorp in respect to land taken for electricity purposes adjoining the Clutha River [being part of Lake Roxburgh].
VNZ Ref - if known	Not known.
Crown Grant Maps	Not searched.
If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) Sec 24(3) – Section 58. Residue of strips not acquired for water power development. b) April & Oct 1917. c) SO's 574 & 576
Crown land – Check Irrigation Maps.	G42 & G43 nothing noted.
Mining Maps	Not searched. Maps & register have not been maintained since at least July 1998. Therefore no longer relevant.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc	a) SO Plan N/A b) Proc Plan c) Gazette Ref

LAND STATUS REPORT for Riverside				LIPS Ref 12611
Property	1	of	1	

<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) No advice received from DoC. However no conservation / reserve land adjoining the lease.</p> <p>b) Lease area adjoins K• Moana Haehae (Lake Roxburgh) and is subject to a Statutory Acknowledgement [Schedule 22] in terms of the Ngai Tahu Claims Settlement Act 1998.</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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Riverside
Scale 1 : 50000

Version	1	2	3	4	5
Otago Land District NZMS 260 G.42 & G.43	Sheet 1 of 1 Date 25/06/2002				

Graphics by :
TL Survey services Ltd DUNEDIN

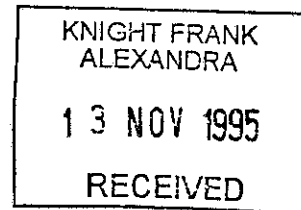
Schedule B - File records relating to the Telecom cellular installation proposal

Ray Macleod Consultancy Services

Ray Macleod, N.Z.C.E. Civil, B.Com. Economics

8 November 1995

Messrs Knight Frank
Real Estate Agents
P O Box 27
ALEXANDRA



Attention: Mr G Heward

Re: Telecom Mobile - Alexandra Cell Site

Telecom Mobile is presently considering the various cell site options that you and I have examined. At this stage, no decision has been reached.

It is unlikely that I will be able to progress the project prior to Christmas. The cellular installation has been re-programmed for the 1996/97 financial year.

As soon as I have an indication from the Telecom Mobile engineer, I will contact you. In the meanwhile if you could bear with me and, perhaps let Mr Sanders know the position, it would be appreciated.

Yours faithfully


Ray Macleod
smatt

*Re-typed by Mr Sanders
by phone on 14-11-95.
5/11/95*

ur Ref: Po372



28 August 1995

The Regional Conservator
Department of Conservation
P O Box 5244
DUNEDIN

ATTENTION: MIKE CLARE

Dear Sir

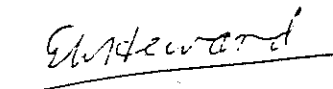
RIVERSIDE STATION

An application has been received from Telecom Mobile Communications Limited to establish a Cell site on a rocky ridge overlooking Lake Roxburgh and the confluence of the Clutha and Manuherikia Rivers opposite Bridge Hill in Alexandra. This is located on Po372, Riverside Station and will be used to improve the Cellphone reception in Alexandra and particularly the Bridge Hill area. An illustration of the installation is included with this letter. The installation will be approximately 20 metres in height, freestanding and with a three twin arm head. Sited at the base or in some less visible position will be an equipment container.

This installation will be visible from the Alexandra town and alternative sites in the vicinity are being considered in order to reduce landscape impact. An indication of the possible siting is included on the attached map.

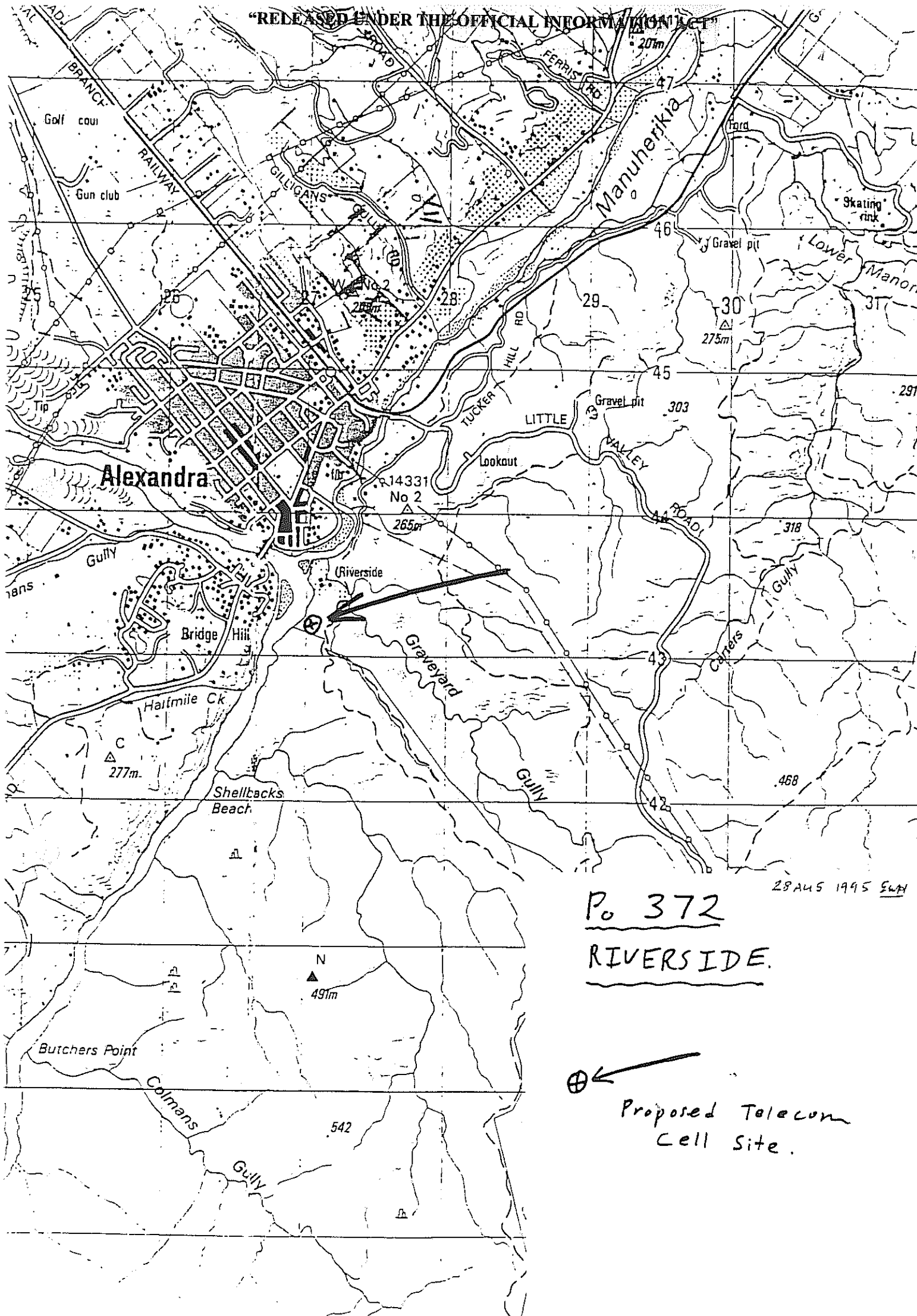
Your comment is sought on the above proposal, including an indication of preferred paint colour for both the mast and equipment container.

Yours faithfully



G W Heward
for Manager, Alexandra
LANDCORP PROPERTY LIMITED

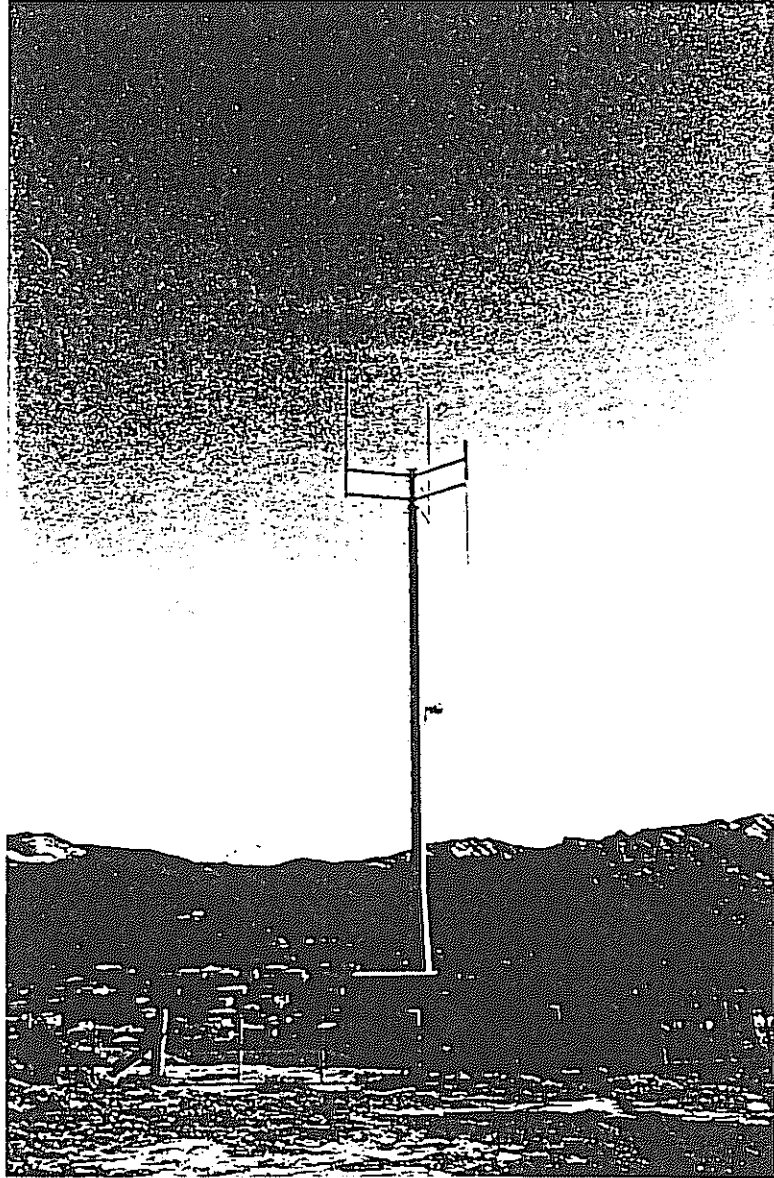
ALEXANDRA OFFICE
41-43 TARBERT STREET
PO BOX 27
ALEXANDRA NZ
DX 17726
PHONE 0 3 448 6935
FAX 0 3 448 9099



Po 372
RIVERSIDE.

28A45 1995 SWA

⊕ ←
Proposed Telecom
Cell Site.



20 metre high Telecom Mobile Cell Installation.

- free standing .
- three twin arm head .
- equipment container .

DATED

1995

Grantor

and

TELECOM MOBILE COMMUNICATIONS

Grantee

EASEMENT TRANSFER

McVEAGH FLEMING
SOLICITORS
AUCKLAND

MEMORANDUM OF TRANSFER AND GRANT OF EASEMENTS IN GROSS

WHEREAS [*registered proprietor*] (hereinafter with [*his/her/its*] successors and assigns called "the Grantor") is registered as proprietor of an estate in fee simple, subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon, in that piece of land situated in the Land Registration District of [*name*] containing

("Servient Land").

AND WHEREAS the Grantor has agreed to transfer and grant to TELECOM MOBILE COMMUNICATIONS LIMITED at Wellington (hereinafter with its successors and assigns called "the Grantee") certain easements in gross as specified herein over parts of the Servient Land for the purposes of Telecommunication

NOW THIS MEMORANDUM OF TRANSFER WITNESSES that in pursuance of the said agreement and for the consideration hereinafter set forth the Grantor HEREBY TRANSFERS AND GRANTS to the Grantee the following easements in gross [*for all time*] [*for a term of* 21 *years*] from the day of 199 ("Commencement Date") upon and subject to the terms covenants, conditions and restrictions hereinafter set forth:

- (a) An easement in gross for Telecommunication purposes over that part of the Servient Land which is marked "A" on Deposited Plan ("Telecommunication Easement").
- (b) A right of way easement in gross over that part of the Servient Land which is marked "B" on Deposited Plan ("Right of Way").
- (c) An easement in gross over that part of the Servient Land marked "C" on Deposited Plan for the conveyance of electricity ("Electricity Easement").

AND THE GRANTOR AND THE GRANTEE COVENANT AS FOLLOWS:

1. In this transfer unless a contrary intention appears:

"Telecommunication" means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature whether by electromagnetic waves or not at any frequency and whether for the information of any person or not and includes any electronic power supply whether underground or overground incidental to telecommunication;

"Line" or "Lines" means a wire or wires, cable or a conductor of any other kind (including a fibre optic cable) used or intended to be used for Telecommunication or for the transmission of electricity and includes any pole, tower, mast, insulator, casing, transformer, fixture (major or minor), tunnel or other equipment or material used or intended to be used for supporting, enclosing, surrounding, or protecting any such wire, wires, conductor, cable or fibre optic cable and also includes any part of a line and includes "existing lines" as defined by the Telecommunications Act 1987 and its amendments;

"Works" includes a Line and any instrument, tower, mast, radio apparatus comprising transmitters or receivers or a combination of both, furniture, plant, office, building, machinery, engine, excavation, or work of whatever description used for the purpose of or in relation to or in any way connected with Telecommunication and includes "existing works" as defined by the Telecommunications Act 1987 and its amendments.

2. The Grantee has paid to the Grantor the sum of [*consideration*] (the receipt whereof is hereby acknowledged) in consideration of the grant of easements evidenced hereby. Such payment is inclusive of any Goods and Services Tax payable in respect of such grant of easement.

3. The parties agree to observe and perform the following covenants, conditions and restrictions relating to the grant of easements:

3.01 **RIGHT OF WAY EASEMENT** The following provisions shall apply to the Right of Way:

(a) the Grantee shall have the rights and powers implied in easements of right of way as set out in the Second Schedule of the Land Transfer Act 1952 but those set out in the Ninth Schedule of the Property Law Act 1952 shall not apply;

(b) the Grantee shall be entitled at its own cost to form a metalled surface suitable for four wheel drive motor vehicles on the Right of Way.

3.02 **TELECOMMUNICATION EASEMENT** The following provisions shall apply to the Telecommunication Easement:

(a) the right for the Grantee to lay and maintain in and under the soil of the Telecommunication Easement or as the case may be erect, construct and maintain on, over and under the Telecommunication Easement any Telecommunication Line, Lines or Works;

(b) the Grantee shall be entitled to use the Line, Lines or Works for the purpose of Telecommunication without interruption or impediment.

3.03 **ELECTRICITY EASEMENT** The following provisions shall apply to the Electricity Easement:

- (a) the right for the Grantee to lay and maintain in and under the soil of the Electricity Easement or as the case may be erect, construct and maintain on, over and under the Electricity Easement any electricity Line, Lines or Works;
- (b) the Grantee shall be entitled to use the Line, Lines or Works for the purpose of conveying electricity without interruption or impediment.

3.04 **GENERAL PROVISIONS RELATING TO EASEMENTS** The following provisions are applicable to each of the foregoing easements:

- (a) each grant is for the exclusive use of the Grantee, and the Grantor shall not grant any similar or other rights to any third party with respect to those parts of the Land over which such easements are granted, and in particular the Grantor will not grant any right or licence to any third party entitling that third party to use the Right of Way, but this provision shall not be deemed to prevent the Grantor from using the Right of Way in common with the Grantee;
- (b) the Grantor shall be entitled to use the areas of each easement for farming purposes but will not do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges pertaining to any easement are interfered with or affected;
- (c) the full free uninterrupted and unrestricted right, liberty and privilege for the Grantee, its servants, agents, workmen and Invitees with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose to enter upon and go pass and repass by vehicle, air or foot over the Servient Land and to remain there for any reasonable time to erect, install, lay, inspect, clean, repair, maintain and renew the Lines and Works or any part thereof and to open up the soil to such extent as may be necessary and reasonable in that regard subject to the condition that as little disturbance as possible is caused to the surface of the Servient Land and that after completion of such Works the surface is restored as nearly as possible to its former condition and any other damage done by reason of the aforesaid operations is repaired.
by agreement & prior notice
- (d) the Grantee will from time to time repair and make good all damage to fences, gates and structures- upon the Land directly caused by the Grantee undertaking any Works in terms of the foregoing provisions.

3.05 The Grantor shall not be liable for any damage which may be caused to any of the Works by stock or which may be caused otherwise than through the wilful act or default of the Grantor or the Grantor's servants, agents, or invitees.

3.06 All structures erected and equipment placed by the Grantee on any parts of the Servient Land will remain the property of the Grantee and no part of them will become a fixture on the Servient Land, and upon the expiration or sooner determination of this grant the Grantee will dismantle and remove the same.

3.07 The Grantee will bear the full costs of the installation of its Works and such legal and survey costs as are incurred in the preparation and execution of this transfer, together with the reasonable legal costs of the Grantor relating to the perusal, execution and registration of this transfer.

AND THE PARTIES FURTHER COVENANT AND AGREE AS FOLLOWS:

4. That the Grantor will not at any time hereafter do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this Transfer are interfered with or affected. Without limiting the generality of the foregoing provisions:

4.01 The Grantor will not grant any lease, licence or easement with respect to any part of the Servient Land or any building erected on it to any other party which authorises the operation of any equipment which causes interference (as defined in section 2 of the Radiocommunications Act 1989) with the operation of the Grantee's Telecommunication equipment from the Telecommunication Easement;

4.02 The Grantor will not grow or permit to be grown any trees, shrubs or bushes of any description which will interfere with the rights granted by this Transfer.

5. The Grantee shall be entitled to transfer or assign and grant a licence in respect of all or part of the rights hereby granted to Telecom Corporation of New Zealand Limited or to one or more of that company's subsidiary or related companies (within the meaning of the Companies Act 1993), and the same rights to transfer assign or license shall be available to any such company to whom those rights are transferred or assigned.

6.01 The Grantor will not sell or lease the Servient Land or any part of it to a Network Operator, or allow the Servient Land or any part of it to be used by a Network Operator for Telecommunication purposes without, in each such case, having first obtained the written consent of the Grantee to such sale or leasing or use.

6.02 The Grantee covenants with the Grantor that it will not arbitrarily or unreasonably withhold its consent under clause 6.01 provided that, in the Grantee's reasonable opinion, the proposed use of any part of the Servient Land by any such Network Operator will not materially interfere with the Grantee's use of Servient Land at that time or at any time in the reasonably foreseeable future.

6.03 The Grantor and the Grantee agree that the Grantee shall not be required to consider or to make any decision with respect to any application for its consent under this clause until after it has been furnished with comprehensive written reports by suitably qualified consultants/experts relating to any potential interference with the Grantee's use of the Servient Land if, in the reasonable opinion of the Grantee, the information to be provided in such reports is necessary to enable the Grantee to properly consider such application for consent.

6.04 Notwithstanding any of the foregoing provisions of this clause, the Grantee shall not be obliged in any circumstances to consent to the use of any part of the Servient Land

over which easements have been granted to the Grantee by this Transfer by any Network Operator or by any other person.

7. Nothing shall be construed in this transfer to limit, remove, alter or restrict any rights, powers, remedies or actions which the Grantee may have under the Telecommunications Act 1987 or any statutory amendment or re-enactment thereof.

8. The Grantee shall be entitled to surrender this easement at any time by giving to the Grantor three (3) months notice in writing to that effect and forthwith upon receipt of such notice the Grantor shall join with the Grantee in executing and registering a surrender of this grant and the Grantee will remove all its Works and restore the Servient Land as nearly as possible to its condition immediately prior to the undertaking of such removal.

9. Any differences or disputes which may arise between the parties hereto touching or concerning this transfer or any fact or thing to be done, suffered or omitted in pursuance hereof or touching or concerning the construction of this transfer except as otherwise expressly provided shall be referred to the arbitration in New Zealand of a single arbitrator agreed upon by the parties or failing agreement, of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before their entering upon the reference) in accordance with the Arbitration Act 1908 or any amendment thereto or re-enactment thereof for the time being in force.

IN WITNESS WHEREOF these presents have been executed the day of 19

EXECUTED by the Grantor)
)
in the presence of:)

EXECUTED by TELECOM MOBILE)
COMMUNICATIONS LIMITED as)
Grantee by the affixing of its COMMON)
SEAL in the presence of two of its Directors))

..... Director

..... Director

DATED

1995

Grantor

and

TELECOM MOBILE COMMUNICATIONS LIMITED

Grantee

EASEMENT AGREEMENT

McVEAGH FLEMING
SOLICITORS
AUCKLAND

EASEMENT AGREEMENT

GRANTOR

GRANTEE TELECOM MOBILE COMMUNICATIONS LIMITED

FIRST SCHEDULE

Commencement Date:

Conditional Date:

Deposit:

The Grantor hereby grants to the Grantee easements in gross over the Land as more particularly specified in the Easement Transfer set forth in the Second Schedule to this Agreement ("Easement Transfer") upon and subject to the following terms and conditions:

1. The Grantee will pay the Deposit to the Grantor upon execution of this Agreement by both parties and the obtaining by the Grantor of the written consent of any mortgagees and encumbrancers, or forthwith after the date of receipt by the Grantee of an accurate GST tax invoice from the Grantor in respect of such payment, whichever date occurs later.
2. This Agreement is conditional upon the Grantee obtaining at its own cost a consultant's report from which, in its own sole judgment, it is satisfied that the various parts of the Land over which the easements are to be granted as described in the Easement Transfer and as shown on the attached plan or plans are suited to the establishment of the Grantee's telecommunication facility, or the parties agreeing within six months of the Commencement Date suitable alternative locations for the easements on the Land from those referred to in the Easement Transfer. The foregoing condition is inserted for the sole benefit of the Grantee and may be waived by the Grantee before the Conditional Date.
3. This Agreement shall become unconditional on the Condition Date unless the Grantee, not having waived the condition, gives notice in writing to the Grantor that the condition has not been fulfilled, in which event the Grantor shall retain the Deposit paid by the Grantee and the Grantee shall pay the reasonable costs of the Grantor's solicitor as provided for in clause 8. If the condition is fulfilled or waived on or before the Conditional Date, the payment of the Deposit by the Grantee shall be deemed to be payment of the full consideration payable by the Grantee in accordance with the provisions of clause 2 of the Easement Transfer and the following provisions of this Agreement shall apply.
4. As soon as practicable after this Agreement becomes unconditional, the Grantee shall cause a Land Transfer Plan to be prepared on which the dimensions and location of the easements are shown being those parts of the Land on which the parties have agreed

that the Equipment container, aerial tower and earth mat will be placed as shown on the annexed plan or plans and those further parts of the Land which comprise the routes of any electricity and telecommunication transmission lines which form part of the Equipment referred to in the Easement Transfer, and the route of the vehicular access where appropriate.

- 5. Upon completion of the matters referred to in clause 4 the parties shall execute the Easement Transfer which shall be prepared by the Grantee's solicitor at the cost of the Grantee and the Grantor shall cause that transfer to be registered against the title(s) to the Land. Such transfer shall be in the form of the Easement Transfer which shall be completed to refer to the easement areas shown on the Land Transfer Plan prepared pursuant to clause 4 of this Agreement and shall be modified to such extent as may be necessary to render it registrable in terms of the Land Transfer Regulations 1966, Amendment No 11 (SR 1995/21). Until the Easement Transfer is executed by both parties and duly registered, they shall be bound by the terms, covenants and provisions contained in this Agreement and in the Easement Transfer as if the same had been duly executed and registered, and the Grantee shall be entitled to possession of the easement areas shown on the attached plan(s) and to install its Equipment as provided in the Easement Transfer.
- 6. The Grantor will not sell, lease or otherwise part with possession of any of those parts of the Land over which easements have been granted in terms of the provisions of this Agreement and of the Easement Transfer, prior to the registration of the formal Easement Transfer as provided in clause 5 except with the consent of the Grantee which shall not be arbitrarily or unreasonably withheld.
- 7. (a) This Agreement constitutes the entire agreement between the parties, and supersedes and extinguishes all earlier negotiations, understandings and agreements, whether oral or written, between the parties.
 (b) Any term used in this Agreement and defined in the Easement Transfer has, for the purposes of this Agreement, the meaning given to it in the Easement Transfer. The term "Land" where used in this Agreement means the Servient Land described in the Easement Transfer.
- 8. The Grantee shall pay the reasonable costs of the Grantor's solicitor in connection with the perusal and execution of this Agreement.

EXECUTED as an Agreement

SIGNED by the Grantor)
in the presence of:)

Witness

Signature:

Occupation:

Address:

EXECUTED by TELECOM MOBILE)
COMMUNICATIONS LIMITED by)
the affixing of its COMMON SEAL in)
the presence of two of its Directors)

..... Director

..... Director

DATED

1995

Landlord

and

TELECOM MOBILE COMMUNICATIONS LIMITED

Tenant

AGREEMENT TO LEASE

McVEAGH FLEMING
SOLICITORS
AUCKLAND

AGREEMENT TO LEASE

LANDLORD

TENANT TELECOM MOBILE COMMUNICATIONS LIMITED

FIRST SCHEDULE

Commencement Date:

Conditional Date:

Deposit:

The Landlord agrees to grant and the Tenant agrees to take a lease in form of the Telecom Lease set forth in the Second Schedule to this Agreement ("Telecom Lease") upon and subject to the following terms and conditions:

1. The Tenant will pay the Deposit to the Landlord upon execution of this Agreement by both parties, or forthwith after the date of receipt by the Tenant of an accurate GST tax invoice from the Landlord in respect of such payment, whichever date occurs later.
2. This Agreement is conditional upon the Tenant obtaining at its own cost a consultant's report from which, in its own sole judgment, it is satisfied that the Premises described in the Telecom Lease are suited to the establishment of the Tenant's telecommunication facility, or the parties agreeing within six months of the Commencement Date a suitable alternative location for the Premises on the Land from that referred to in the Telecom Lease. The foregoing condition is inserted for the sole benefit of the Tenant and may be waived by the Tenant before the Conditional Date.
3. This Agreement shall become unconditional on the Conditional Date unless the Tenant, not having waived the condition, gives notice in writing to the Landlord that the condition has not been fulfilled, in which event the Landlord shall retain the Deposit paid by the Tenant and the Tenant shall pay the reasonable costs of the Landlord's solicitor as provided for in clause 8. On this Agreement becoming unconditional, the payment of the Deposit by the Tenant shall be deemed to be payment of the Annual Rent pursuant to the Telecom Lease in respect of the period of one year from the Commencement Date and the following provisions of this Agreement shall apply.
4. As soon as practicable after this Agreement becomes unconditional, the Tenant shall cause a plan or plans to be prepared on which the dimensions and location of the Premises are shown (being that part of the Land on which the parties have agreed that the Equipment container, aerial tower and earth mat will be placed), and on which is also shown the approximate route of the electricity and telecommunication

transmission lines which form part of the Equipment referred to in the Telecom Lease, and the approximate route of the vehicular access where appropriate.

- 5. Upon completion of the matters referred to in clause 4 the parties shall enter into a formal lease of the Premises to be prepared by the Tenant's solicitor at the cost of the Tenant. Such lease shall be in the form of the Telecom Lease which shall be completed by annexing thereto the plan(s) prepared pursuant to clause 4 of this Agreement. Until such formal lease is executed by both parties, they shall be bound by the terms, covenants and provisions contained in this Agreement and in the Telecom Lease as if the same had been duly executed, and the Tenant shall be entitled to have possession of the Premises and to install its Equipment as provided in the Telecom Lease. If the Tenant has submitted the formal lease to the Landlord for execution at least 14 days prior to the first anniversary of the Commencement Date, the Tenant shall not be required to pay the Annual Rent payment in respect of the second year of the lease term until it has received a copy of the lease signed by the Landlord, or until the first anniversary of the Commencement Date, whichever date occurs later.
- 6. The Landlord will not sell, lease or otherwise part with possession of any part of the Land on which any part of the Tenant's Equipment is to be situated in terms of the provisions of this Agreement and of the Telecom Lease, prior to the parties entering into a formal lease as provided in clause 5 except with the consent of the Tenant which shall not be arbitrarily or unreasonably withheld.
- 7. (a) This Agreement constitutes the entire agreement between the parties, and supersedes and extinguishes all earlier negotiations, understandings and agreements, whether oral or written, between the parties.
 (b) Any term used in this Agreement and defined in the Telecom Lease has, for the purposes of this Agreement, the meaning given to it in the Telecom Lease.
- 8. The Tenant shall pay the reasonable costs of the Landlord's solicitor in connection with the perusal and execution of this Agreement to Lease.

EXECUTED as an Agreement

SIGNED by the Landlord)
in the presence of:)

Witness

Signature:

Occupation:

Address:

EXECUTED by TELECOM MOBILE)
COMMUNICATIONS LIMITED by)
the affixing of its COMMON SEAL in)
the presence of two of its Directors)

..... Director

..... Director

Schedule C – Doctors Point reserve proposal

OUR FILE:

YOUR FILE:

From Reserve Ranger, Alexandra

Date: 12 July 1985

To CCL Dunedin

Ref.: Ours/Yours of

Person to consult: P Marsh

SUBJECT: PROPOSED HISTORIC RESERVE - DOCTOR'S POINT:

As an integral part of establishing a walkway down the true left bank of Lake Roxburgh, it was always envisaged incorporating the workings at Doctors Point within an Historic Reserve. Our discussions with the lessee have always included such a step but we have overlooked initiating the necessary procedures because of the involvement in formally establishing the walkway. Mr Sanders has given his verbal consent and all that is left to do is to establish an idea of a reasonable boundary with him.

No fencing is considered necessary nor any restrictions on grazing, which is minimal. This area was negotiated several years ago prior to the clarification of the F O D - Reserves Division working relationship but was pointed out at the time of the renewal inspection and noted in the joint report.

Please find attached a Reserves Report along with a location map and photographs outlining the proposed boundary, which is basically a river to skyline approach encompassing everything of historic interest.

RECOMMENDATION:

THAT this proposal formally proceed.

THAT prior to formal survey, the Ranger and lessee peg out the skyline boundary which is difficult to define clearly from the photographs.

Lawman

SERVE RANGER

*Refer back to
in terms of current procedures
for consent.
reading
proposed
1977
It is good to see this proposal
reach this stage.
APG Alex
R. Sanders
IF supports proposal
valuation for purchase
cost of fencing segment
proposed on sketch of 1/3 which
P. J. McSkid*

RESERVE REPORT

1 INTRODUCTION

1.1 Date(s) of inspection October 1984

1.2 Reserve or place Proposed Historic Reserve, Doctors Point

1.3 Status Pastoral Lease "Riverside" P 130

1.4 Controlling body or owner C C L

1.5 Land District Otago H.O. File: D.O. File: P 130

1.6 Total area No. of pieces of land involved One

1.7 Location Lake Roxburgh, approx. 10 km. downstream from Alexandra on the true left bank

1.8 NZMS 1 Sheet No. and grid ref. to centre of area, or areas if several (6 figures) S 143 155354

1.9 Air photo numbers

1.10 Legal description: Section (or R.). No., Block, Survey District. Classify if more than one status

Part Run 568 Section 8 Block VI Cairnhill SD

1.11 Gazette reference

1.12 Leases, licences, rights, etc., Pastoral lease held by P B & G A Sanders

1.13 Names and designations of all persons present on field inspection

Paul Marsh, Reserves Ranger; , Peter Sanders, lessee; Neville Ritchie, archaeologist

1.14 Other persons or organisations consulted

N Z Historic Places Trust (Neville Ritchie)

1.15 Information appended to report

location map	✓
map of area	
photographs	✓
plans	✓
species lists	

unattractive	average	attractive	outstanding
--------------	---------	------------	-------------

2.8 Outline the external scenic qualities of the reserve.
Is it scenic when viewed from road or rail? Rating.

		✓	
--	--	---	--

This proposed reserve requires a 3 hour walk to gain access or a 15 minute boat trip. It is not visible from road

2.9 Outline the internal scenery of the reserve.
Any memorable features. Rating.

		✓	
--	--	---	--

As outlined in attached material from archaeological survey

2.10 Does the reserve offer any worthwhile viewpoints over the surrounding countryside? What is the view? Rating.

		✓	
--	--	---	--

Good vistas of the lake

2.11 What are the land uses surrounding the reserve, and what influence do/will they have on it?

Pastoral lease - extensive grazing which has no impact on proposed reserve area

2.12 Does the reserve have any outstanding features? Condition. Are they of regional or national significance?

This area played a part in the early goldmining history of Otago

3 BACKGROUND INFORMATION

3.1 What was/is the reason for establishing the reserve?

The Lake Rixburgh area was the scene of much early mining activity of which Doctors Point is the most intact and impressive example left.

3.2 Are there any special reasons for maintaining the reserve (e.g., legacy)?

N A

3.3 Is the reserve fulfilling its function?

YES

3.4 How far away is the nearest reserve?

Gorge Creek Historic Reserve, approx. 10 km. as the crow flies

3.5 How much native vegetation survives in the locality, apart from the reserve?

There are scattered kanuka remnants along the length of the gorge

3.6 Does the reserve have any special features or values not found elsewhere in the land district (including natural features)?

NO

- 4.8 Is the reserve suited to nature walks or educational/interpretative studies?
Access does limit usage but it is a very interesting area which will lend itself to interpretative studies.
- 4.9 Does the reserve or an aspect of it merit a descriptive leaflet or information board?
This maybe included in any information associated with the walkway
- 4.10 Are there features in the reserve which should *not* be publicised or sign-posted (e.g., landsnails, rare plants, historic relics, etc.)?

Not known

5 MANAGEMENT AND PROTECTION

- 5.1 Name and location of caretaker or honorary ranger. Is either desirable?
None at present. Reserve would be managed by Reserves Staff based at Alexandra

- 5.2 Does the reserve have any specific soil/water conservation function beyond normal protection?

NO

- 5.3 Vegetation/fauna is or has been affected by: N A

	minor	major		minor	major		minor	major
fire			sheep			pigs		
logging			deer			opossums		
cattle			goats					

- 5.4 What control measures or hunting take place?
What effect has this had on animal numbers? N A
What action is needed?

- 5.5 What impact does man as a visitor/user have on the reserve? Is there a risk of the reserve suffering from excess visitors or tracks? Are any natural or historic features threatened?

Apart from a little recreational mining, little impact visible

- 5.6 Is the area attractive to trail bike and ORV users? NO
Can they be controlled? Access prevents usage

- 5.7 To what extent is the reserve fenced? What condition are the fences in?

Area unfenced

- 5.8 Is it desirable/essential/realistic to fence the area, or maintain existing fences?

No fencing required

Are there any other fences?

N A

6 GENERAL ASSESSMENT OF INSPECTING OFFICER(S)
(quality, purpose, regional value, etc.)

This area is scenically and historically impressive in terms of visual setting and remains onsite. It is an important link with the early and depression mining within the Lake Roxburgh environs which at present is not represented. A walkway is planned to link the Doctors Point area with Alexandra. This walkway would follow the line of an old dray track which originally provided servicing access to the gorge miners. It would pass many examples of European and Chinese miners rock shelters. This proposed reserve may in time be included within the Otago Goldfields Park complex, itself now of regional importance.

7 RECOMMENDATIONS

7.1 Classification recommended: (indicate if parts of the reserve should be given a different classification because of their special features)

HISTORIC

7.2 District priority for expenditure:

	None	Low	Medium	High	Urgent
acquisition					
fencing					
animal control					
weed control					
facilities					

Note: if the reserve has a high priority the appropriate provision should be made in the estimates and capital project approval obtained if necessary.

Rushman Roper
.....
(designation)

*Endorsed
C/R
16/7/85*

.....
12/7/1985
(to be signed by any accompanying officer or individual as well as by the ranger)

8 COMMISSIONER'S COMMENTS

Schedule D - Historic Title OT 386/7

LAND & DEEDS
Nature: CL
Form: CCL-2
Date: 4 MAY 1955
Fee: 1.50
Stamp: 1.50
Amount No: 91

Registered in the Land Registry Office
New Zealand under the Land Transfer Act

Issued as a Renewal of [for or Exchange for] Lease
registered in Vol. 337 fol. 27

NEW ZEALAND

Entered in the Register Book, Vol. 337 fol. 27
the 4th day of May
1956 at 1.50 o'clock

Image Quality due
to Condition
of Original

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P. 130



Land Registrar

This Deed, made the 4th day of March 1955, one thousand nine hundred and fifty-five, between His Majesty the King (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and

of GALLOMY FARBER (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 herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All those pieces or parcels of land containing by admeasurement 12675 acres and 19 perches, a little more or less, situated in the Land District of Otago and being Section 8, Block VI and Runs 568 and 569A, Cairnhill Survey District

See Diagram on Separate Sheet

(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 1955, 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 One hundred and fifteen pounds (£115/-/-) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£/-/-) by a deposit of (£/-/-) (the receipt of which sum is hereby acknowledged) and thereafter by (£/-/-) half-yearly instalments of pounds shillings and pence (£/-/-) on the 1st day of January and the 1st day of July in each year in the same manner as a 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 herebefore reserved at the times and in the manner herebefore reserved in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that may or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
 2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
 3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval 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 farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
 5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1922, 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, 1922.
 7. THAT the Lessee will clean and clear from weeds 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 without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
 8. THAT the Lessee will at all times during the said term repair and maintain, and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
 9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the first day of the month in 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 as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
 11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1922, burn any rubbish, scrub, fern, or grass on the said land, nor permit any rubbish, 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 egress 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 Lessor 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 unto the Lessee 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 the Lessee shall have no right of way over, or right to work, extract, or remove any mineral from any part of the said land which is for the time being under crop or used or situated within the limits of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building, dwelling, or house: 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 Lessee shall have a right to obtain, in accordance with the provisions of section 11(1) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner provided 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 the present provisions for the renewal thereof and all provisions ancillary or in relation thereto.

- (4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,
 - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land as thinned in grass;
 - (v) Surface sow in grass any portion of the said land;
 Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grass to the satisfaction of the Commissioner.

... THAT the Lessee shall have no right of acquiring the fee-simple of the said land and shall not be permitted to use the same for any other purpose than that specified in the lease and shall not be permitted to sublet the same or to use the same for any other purpose than that specified in the lease and shall not be permitted to use the same for any other purpose than that specified in the lease and shall not be permitted to use the same for any other purpose than that specified in the lease.

- See below for (2), (1) and (3)
- (6) THAT if the Lessee shall have neglected or abandoned 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 in the certificate of the Land Settlement Board or the Commissioner, as the case may be, or shall default for any time 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 106 of the Land Act, 1943, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any other breach of any covenant or condition of the lease.
- (7) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1918, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

Nil

In witness whereof the Commissioner of Crown Lands for the Land District of Otago on behalf of the Lessor, hath hereunto set his hand, and these presents have also been executed by the said Lessee.

Signed by the said Commissioner, on behalf of the Lessor, in the presence of—
 Witness: J. E. Kennedy
 Occupation: Chief Clerk and Deputy Registrar
 Address: Dunedin

J. M. Henderson
 Commissioner of Crown Lands

Signed by the above named as Lessee, in the presence of—
 Witness: P. H. Hayes
 Occupation: Farmer
 Address: Albion

J. M. Henderson
 Lessee

- (2) 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 2585 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafter 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.
- (1) THAT the carrying capacity on which is based the rent hereinafter reserved is fixed on the area of land comprised in this lease estimated to remain after the resumption or other acquisition or use by the Crown of any land comprised in this lease in connection with the Roxburgh Radio Electric Power Scheme and the Lessee will have claim for compensation neither by way of reduction in annual rent nor for any loss of interest in the unexpired term of this lease arising from the resumption or other acquisition or use by the Crown of any land as aforesaid.
- (3) AND it is hereby further provided that the right is reserved to the Crown at any time and from time to time without being deemed to commit a trespass and without payment of compensation to enter upon the said land and thereon to take lay, construct, maintain, inspect repair or reconstruct water races, drains and all other works which the Minister of Public Works deems necessary for the supply of water to the said land or to any other land. The Lessee will be required to take water from races provided for irrigation purposes at a price to be fixed by the Crown. The Crown will not be liable for any damage caused by any overflow or break away of any race or channel.

J. M. Henderson
 Commissioner of Crown Lands.
 Mortgage No. 1123
 15 June 1943.
 2. in one-half share
 Transfer, 203,769 of Thomas William Sanders to
 Ivan Horne Sanders and William John
 Sanders of Alexandria Farmers, as tenants in common
 in equal shares produced 10th June 1957 at 252
 Mortgage 180726
 7.2.18 of 1/2 share and detached out-lease
 registered 15th March 1958 at 10.18.01
 2. of 1/2 share
 Mortgage 180726
 6 AUG 1970
 A.B.R.

J. M. Henderson
 Lessee.
 Transfer 213612 of 1/2 share Thomas William Sanders to Thomas Lewis Sanders, Elwyn Fruit Farmer, produced 17th June 1959 at 11.52
 Mortgage 180354
 23.9.61 Declaration of Intention to Produce 1929 to be the agent for the...
 272757 Transfer of 1/2 share William John Sanders to Thomas Lewis Sanders 2/3 share and to Ivan Horne Sanders 1/3 share as tenants in common in the said shares - 11.6.1966 at 9.4.86
 A.L.R.

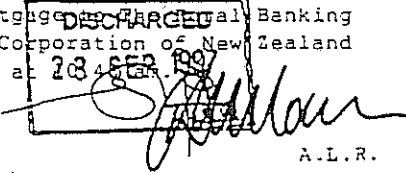
3847

C.T. 386/7

576287 Variation of Mortgage 526569/3 -
26.5.1982 at 1.58 pm


A.L.R.

624164/4 Mortgage **DISCHARGED** Banking
and Finance Corporation of New Zealand
- 24.10.1984 at 23.45 pm


A.L.R.

624164/5 Memorandum of Priority ranking Mortgage
624164/4 as first Mortgage, Mortgage 477740/4
as second Mortgage, Mortgage 526569/2 as
third Mortgage, Mortgage 513109/2 as fourth
Mortgage and Mortgage 526569/3 as fifth Mortgage
- 24.10.1984 at 10.48 am.


A.L.R.

624745 Gazette Notice declares parts
Run 568 (area 30.6549 ha) and part
Section 8 Block VI Cairnhill Survey
District (area 1619m²) shown hatched
off in black on diagram hereon to
be set apart for generation of electricity
- 1.11.1984 at 11.46 am


A.L.R.

625319 Variation of Mortgage 624164/4
- 12.11.1984 at 11.46 am

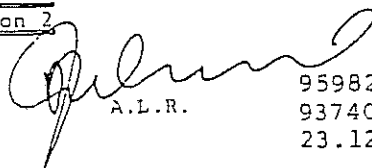

A.L.R.

626106 Caveat against balance by
Her Majesty the Queen entered
23.11.1984 at 10.23 am

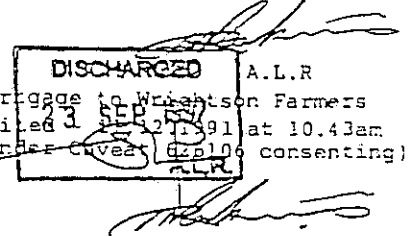

A.L.R.

693145 Memorandum stopping those parts of
Graveyard Gully Road adjoining the within
land which are now known as Sections 1 (8285
m2) and 2 (5.9023 ha) SO 22177 - 14.12.1987
at 2.15 pm.

CT 11D/817 issued for Section 1
CT 11A/818 issued for Section 2


A.L.R.

794523/1 Memorandum renewing the
term of the within lease for a further
period of 33 years commencing on
1.7.1985 and fixing for the first
11 years the annual rent at \$4,050.00
calculated on a rental value of
\$270,000.00 - 11.12.1991 at 10.43am

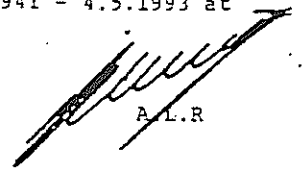

A.L.R.

794523/2 Mortgage to Wrightson Farmers
Finance Limited 2.10.1991 at 10.43am
(Caveator under Caveat 626106 consenting)

A.L.R.
794523/3 Transfer of his 51/100 share
Peter Bernie Sanders to Peter Bernie
Sanders of Alexandra Farmer and Lynlee
Sanders of Alexandra Married Woman - 12.12.1991 at 10.43am

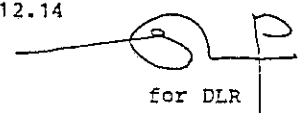

A.L.R.

829002 Land Improvement Agreement under
Section 30A of the Soil Conservation and
Rivers Control Act 1941 - 4.5.1993 at
9.13am

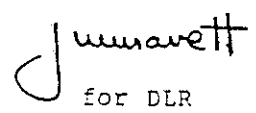

A.L.R.

936928.6 Variation of the terms
contained herein

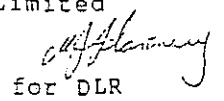
936928.7 Transfer to Doctors Point &
Obelisk Stations Limited
all 23.9.1997 at 12.14


for DLR

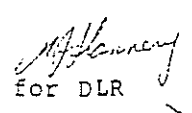
937403.3 Mortgage to Wrightson
Farmers Finance Limited
All 2.10.1997 at 10.47


for DLR

947302.1 Change of Name of the
mortgagee in Mortgage 937403.3 to
Rabo Wrightson Finance Limited
5.5.1998 at 3.31


for DLR

959823.1 Variation of Mortgage
937403.3
23.12.1998 at 9.05


for DLR

38617

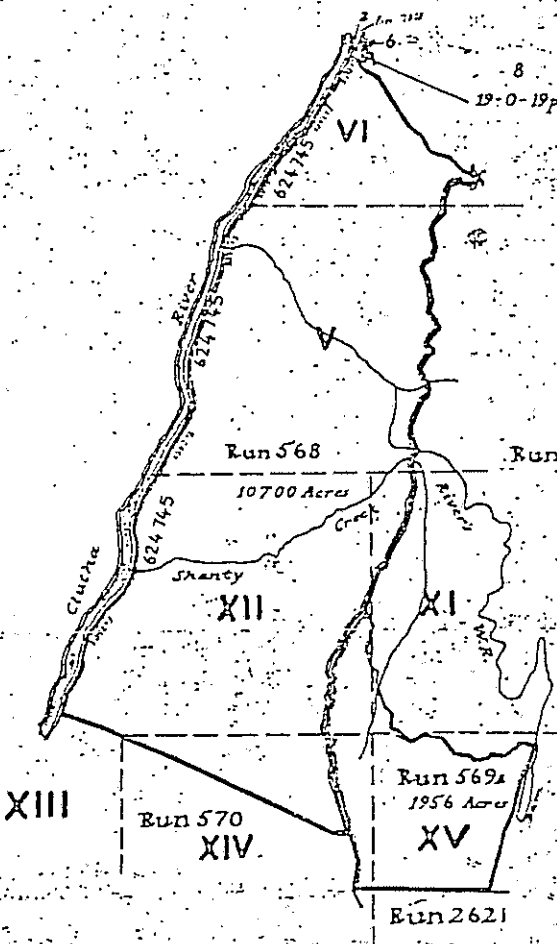
Sec. 8 Block VI, & Runs 568 & 569

Cairnhill & D.

Scale: 80 Chains to an Inch

EQUIVALENT METRIC

AREA IS 5098.5762
Doc 624745 $\frac{30 \cdot 8168 \text{ ha}}{5067 \cdot 7594 \text{ ha}}$



Total Area: 12675.0.19p

...so long as the
...on the carrying
...permit the
...permission to
...in the event of
...land comprised
...land comprised
...term of this
...time without
...son to take
...Minister of
...will be required
...Court will not be

BY: [Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

J.P.D.
[Signature]



386/7

309273 Proclamation declaring the Leasehold interest in the part of Colwood Rd on the plan 76/100... 1 block 2 blocks to be taken for the development of Water Power (Roughly Lower Project) from and after 12 December 1966 Registered 20 December 1966 at 10.12 am

314183 Transmission of Mortgage 180326 and 180358 to John Leitch Williams and Thomas Lewis Sanders as executors - 17-5-1970 at 2.53 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.

386/7

513109/1 Transfer of their 49/100ths share Ivan Bernie Sanders and Dorothy Pearl Sanders to Grant Allan Sanders and Wayne Thomas Sanders both of Clyde Orchardists - 20.3.1979 at 1.57 pm

Handwritten signature and A.L.R.

DISCHARGED stamp with date 20.3.1979

513109/2 Mortgage of their 49/100ths share Grant Allan Sanders and Wayne Thomas Sanders to Ivan Bernie Sanders and Dorothy Pearl Sanders - 20.3.1979 at 1.57 pm

Handwritten signature and A.L.R.

58667 Transmission of Mortgage 180326 and Mortgage 180358 to John Leitch Williams as survivor entered 6.8.1970 at 11.50 am

386

Handwritten signature and A.L.R.

564970 Transmission to Ivan Bernie Sanders of Alexandra Farmer and Dorothy Pearl Sanders of Clyde Widow as executors entered 21.12.1970 at 9.44 am

Handwritten signature and A.L.R.

373085 Mortgage to The State Advances Corporation of New Zealand - 19.7.1971 at 9.32 am

DISCHARGED stamp with date 11 MAY 1971

A.L.R.

431631 Improvement under subsection (3) of Section 30 and under Section 30A of the Conservation and Rivers Control Act - 23.10.1974 at 10.46 am

DISCHARGED stamp with date 23.10.1974

934064

Handwritten signature and A.L.R.

Corrected 28.6.1978

477740/2 Transfer of balance of 51% of his share Ivan Bernie Sanders to Peter Bernie Sanders of Alexandra Farmer - 11.5.1977 at 11.29 am

Handwritten signature and A.L.R.

DISCHARGED stamp with date 11.5.1977

477740/3 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 11.5.1977 at 1.39 pm

Handwritten signature and A.L.R.

557490 Variation of Mortgage 526569/2 8.7.1981 at 1.54 pm

Handwritten signature and A.L.R.

566589/1 Transfer of his interest Grant Allan Sanders to Wayne Thomas Sanders abovenamed - 26.11.1981 at 1.39 pm

Handwritten signature and A.L.R.

566589/2 Variation of Mortgage 513109/2 26.11.1981 at 1.39 pm

Handwritten signature and A.L.R.

566589/3 Mortgage Rural Banking Finance Corporation of New Zealand (varies Mortgage 5577198/3) - 26.11.1981 at 1.39 pm

Handwritten signature and A.L.R.

477740/4 Mortgage interest of Peter Bernie Sanders to Ivan Bernie Sanders - 11.5.1977 at 11.29 am

DISCHARGED stamp with date 23 SEP 1977

Handwritten signature and A.L.R.

573947 Land Improvement Agreement under Soil Conservation and Rivers Control Act 1941 - 20.11.1982 at 1.39 pm

Handwritten signature and A.L.R.

OVER...