

Crown Pastoral Land Tenure Review

Lease name : RUGGED RIDGES

Lease number : PO 145

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.

October

05

**DUE DILIGENCE REPORT
CROWN PASTORAL LAND PRE TENURE REVIEW ASSESSMENT STANDARD 6**

File Ref:	CON / 50241 / 09 / 12476 / A-ZNO	Report No:	Q V V 119	Report Date:	14 February, 2001
Accredited Supplier	ABERCROMBIE & ASSOCIATES LTD	LINZ Case No:	TR01/183	Date sent to LINZ	

RECOMMENDATIONS

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

- 2 That the Commissioner of Crown Lands or his delegate note the following incomplete actions which require action by the Manager, Crown Property Management *[for other party]*;
 - ✓ The title area does not co-relate with QVNZ or MCPM, LINZ records. Following an investigation by the (then) Chief Surveyor's staff the area of land was determined to (now) be 9591.0497 ha.

 - ✓ Overhead electricity transmission lines exist at the northern portion of the leased land. Continued occupation of the land and ownership of the transmission facilities by the relevant electricity operator(s) would be pursuant to Section 3(5) of the Electricity Operators Act 1987. *Sec 22 & 23 Electricity Act 1992*

 - ✓ ECNZ wishes to have a deed of grant for installation of a fibre optic cable across the land adjacent to the state highway - SO 24909 refers. It is to replace an existing overhead line.

 - ✓ Easements are intended to be created to convey electricity, telephonic communications and also water - see SO 24991. No CCL approval exists but is linked to the area of 9700m2 to be surrendered and where CCL approval is held.

 - ✓ The CCL has consented to surrender of 9700m2 and reclassification of the land as farm land for amalgamation in CT 86/265 - the process is held up by the surveyor for the lessee.

 - ✓ Part of the land is intended to be surrendered [for inclusion in the {now} conservation estate]. *Sec 2 + 8 S.O. 22988 ??*

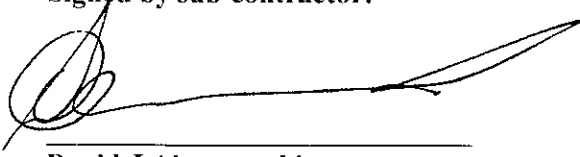
 - ✓ A requirement to honour an obligation incidental to taking of land could exist in the vicinity of Section 19 for supply of stock water.

 - ✓ Three historical sites are recorded two of which are underwater now and the third is not able to be found. In addition, the remains of historic buildings/site are shown on the current NZMS 261 topographical map in a position adjacent to SH 83 [southern side] in a northernmost part of the leased land.

RELEASED UNDER THE OFFICIAL INFORMATION ACT


- ✓ An unregistered easement has not been formalised for taking water from and along a water race constructed by MOW for domestic stock and irrigation purposes.
- ✓ A right of way through Otematata Station and Aviemore Station was to be legalised at the request of the lessee.

Signed by sub-contractor:



David J Abercrombie
Nominated Person for Accredited Supplier

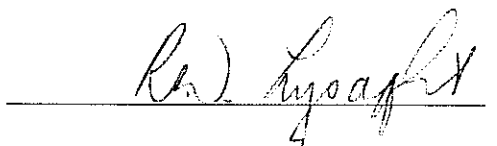
Signed by contractor



Barry Dench
Team Leader for Tenure Review
Quotable Value [Valuations]

Approved / ~~Declined~~

[pursuant to a delegation from the Commissioner of Crown Lands] by:



[

Date of decision: 7 1 5 01

1 Details of lease:

Lease name: Rugged Ridges

Location: State Highway 83, Aviemore [4 km's east of Otematata]

Lessee: Rugged Ridges Limited

Tenure: Pastoral Lease of Pastoral Land under the Land Act 1948

Term: 33 years from 1 July 1988

Annual rent: \$6412.50, for eleven year period from 1 June 1999.

Rental value: \$285 000

Date of next review: 1 July 2010

Land registry Folio Ref: OT386/43 [see appendix 1]

Legal description: Part Run 766 situated in Kurow, Mt Buster and Otamatakau Survey Districts, Section 19, Block VI, Kurow Survey District and Sections 2 & 8 SO Plan 22988.

Area: 9648.4576 ha [by title]

2 File Search

Files held by Knight Frank on behalf of LINZ:

File reference	Volume	First folio number	Date	Last folio number	Date
Po 145 [CON/50213/09/12476/A-ZNO]	I	1	12/07/2000	14	14/12/2000
Po 145 [CV]	V	1	29 05/1998	15	27/06/2000
P 145 [CV]	IV	1	02/03/1994	58	07/07/1999
P 145 [CV]	III	600	12/06/1979	734	17/06/1996

Files held by Quotable Value [Valuations] on behalf of LINZ:

File reference	Volume	First folio number	Date	Last folio number	Date
Nil					

Other relevant files held by LINZ

File reference	Volume	First folio number	Date	Last folio number	Date
P 145 [CV]	II	437	22/03/1966	599	18/04/1979
P 145 [CV]	I	306	19/08/1949	436	24/03/1966
P 182	I	220	19/11/1955	382	14/10/1965
[Initially file was RLF 375 (involves other land), see also previous file SGR 1153 - see below]					
PR 1959	I	130	11/08/1936	305	11/08/1949
PR 1414	I	1	13/09/1899	129	28/04/1936

Other relevant files held by Archives New Zealand

File reference	Volume	First folio number	Date	Last folio number	Date
SGR 633	I	1	01/03/1911	171	00/06/1957
Became file SGR 1153					
S266	I	383	19/10/1965	586	06/10/1989
[See previous file P 182 - see above]					

Folios relating to uncompleted actions are:

File reference	Volume	Folio number	Date
Po 145	I	5	12/07/2000
Po 145	I	17	12/07/2000
Po 145 [CV]	V	2	06/08/1999
Po 145 [CV]	V	8	05/01/2000
Po 145 [CV]	V	9	16/03/2000
P 145 [CV]	IV	8	22/09/1997
P 145 [CV]	IV	29	16/01/1998
P 145 [CV]	IV	40	31/07/1998
P 145 [CV]	IV	53	16/02/1998
P 145 [CV]	IV	54	01/07/1998
P 145 [CV]	III	603	21/06/1979
P 145 [CV]	III	631	00/08/1981
P 145 [CV]	III	661	23/05/1985
P 145 [CV]	III	664	09/10/1985
P 145 [CV]	III	672	03/05/1986
P145 [CV]	III	679	22/01/1986
P 145 [CV]	III	688	06/11/1987
P 145 [CV]	III	706	18/05/1989
P 145 [CV]	III	707	04/05/1989
P 145 [CV]	III	720a	09/07/1993
P 145 [CV]	II	490	19/09/1967
P 145 [CV]	I	404	26/03/1965

For more specific details please see Section 8 of this due diligence report.

3 Summary of lease document

Terms of lease

Authority:	Land Act 1948
Lease number:	P 145
Non-standard conditions	There are no non-standard conditions
Renewal instrument number:	699188 [see appendix 2]
Lease rental variation	Not registered. Varied as at 1 June 1999 for an eleven year period.

Commencement date: 1 July 1955. Renewed as at 1 July 1988.

Lease stock limits: 4840 sheep
 [Note: personal limitation as set on 29 March 1983 is 8000 sheep plus 200 cattle]

Variation of Conditions: 945131.3 - Minor alteration to lease conditions in respect to satisfying residence conditions when the lessee is a company [ie can use an approved manager]
 [see appendix 3]

Area adjustments

The above mentioned title area does not co-relate with QVNZ [9648.4576 ha] or MCPM, LINZ [9648.4580 ha] records.

The lease area [register volume] was on issue 15500 acres [6272.633 ha]

Amendments to the area were:

Proclamation 320317	- 46a 0r 14.6p was deducted
Surrender 331959	- 1a 2r 21p was deducted
Proclamation 342037	- 612a 0r 08.2p was deducted
Total deduction	<u>659a 3r 03.8p [267.0009 ha]</u>

Cert of incorporation 329208 - 9000a was added	[3642.174 ha]
Cert of incorporation 555296 - 6601m2 was added	
Total addition	<u>3642.8341 ha</u>

Balance area from above	<u>9648.4662 ha</u>
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However, by folio's 603, 631 & 669 of file P 145 [vol 3] the area of land was determined then to be 9590.3896 ha. An area of 6601m2 has since been incorporated bringing the area to 9591.0497 ha.

Apart from this analysis there is the problem of the metrication shown on the register volume which is believed to be incorrect [ie 9648.4576 ha determined no doubt by an alternative rounding methodology].

For further details please see appendix 4.

Registered interests

INTEREST	SUMMARY
Proclamation taking part leasehold estate for development of water power [320371]	Taken by agreement for the Aviemore power project
Duplicate of duplicate original of lease issued in lieu [327485]	Administrative action
Certificate of alteration incorporating 9000 acres of Part Run 243C [formerly part of P 182 - Gargaston] [329208]	Essentially a compensatory arrangement in lieu of river flats land acquired [and to be acquired] for the Aviemore power project
Surrender of part of lease [1a. 2r. 21p.] [331959]	For a public work associated with Aviemore power project
Transfer of balance to S J D Munro [336020]	With CCL consent
Proclamation closing adjoining road [336269]	Action in relation to the Aviemore power project
GN setting apart land in proc. 320371 for development of water power [336267]	Set apart for the Aviemore power project
GN proclaiming adjoining road closed [335779]	Action in relation to the Aviemore power project
Proclamation taking part leasehold estate for development of water power [342037]	Taken by agreement for the Aviemore power project
GN setting apart land in proc. 342037 for development of water power [342864]	Set apart for the Aviemore power project
Transfer of 2/5 share to F G Munro & J E Govan [531409/3]	CCL consent granted
Certificate of incorporation for Section 19, Block VI, Kurow SD [555296]	Essentially a return of part of land not required for original purposes when earlier surrendered from lease
Renewal of lease [699188]	In accordance with lease provisions
New appellation where part of land became known as Sections 2 & 8, SO 22988 [730031/1]	Land defined so as to ultimately become part of the conservation estate [see comments in status check report]

Land improvement agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 [814444]	See comment below
Variation of lease terms [945131.3]	Minor alteration to lease conditions in respect to satisfying residence conditions when the lessee is a company [ie can use an approved manager]
Transfer to Rugged Ridges Limited [945131.4 - document lost in land registry]	Transfer of lease [J Perriam & ors] [Managed by Anne Scanlan of Otamatapao Station]
Mortgage to National Bank of NZ Ltd [950032.2]	Personal to lessee
Mortgage to Otamatapao Station (1993) Ltd [950032.3]	Personal to lessee
Transfer in fee simple being a grant of a right to convey electricity over area shown A on SO Plan 24423 [9500032.4] [cf also CT 18C/595]	Affects crown estate in favour of Telecom NZ Ltd

Where not included elsewhere as an appendix to this due diligence report or the Land Status Check report relevant details are included as appendix 5.

Unregistered interests

INTEREST	SUMMARY
Recreation permits	There is no record on file of any recreation permits over the lease
Unsecured debts	None known
Other	Not applicable unless outstanding issues as later identified are taken into account.

4 Summarise any Government programmes approved for the lease:

With the raising of Lake Aviemore in the late 1960's part of Garguston was amalgamated with Rugged Ridges [subject lease]. The [then] Department of Lands and Survey and the [then] Waitaki Catchment Commission entered into an arrangement for certain land at the summit of St Mary's Range to be removed from the amalgamated Pastoral Lease. The intention was for a Pastoral Occupation Licence to be issued with a nil grazing limit for the surrendered land. The lessee was to have agreed in principle with that intention subject to the "retirement" fence being erected at no cost to the lessee. A Soil and Water Conservation Plan was prepared in 1975. It provided for the retirement of 3608 hectares which included the adjoining 3035 hectare Pastoral

Occupation Leased area [O 96]. The plan also provided for the POL to be continue until the retirement fencing was completed and offsite grazing consolidated. The area behind the retirement fence was to then be incorporated with a Catchment Management Area for the St Marys Range. The retirement fencing has been competed and surrender of the area concerned should be now completed.

A Land Improvement Agreement exists pursuant to Section 30A, Soil Conservation and Rivers Control Act 1941 [814444].

The agreement is in relation to works and land management practices to be carried out on the land concerned for the purposes of eradicating or controlling rabbits and for the conservation and protection of soil on the land. It affects other land utilised by the lessee of the land the subject of this report. The agreement is between the lessee and the Canterbury Regional Council and is for a term of twenty years from 1 April 1990. It provides for an intensive programme of works to be undertaken until 30 June 1995. Other controls for the rabbit and land management property plan are imposed for the term of the agreement.

5 Summary of Land Status Report

The land the subject of this report is Crown Land subject to Pastoral Lease P 145 as certified by the Chief Surveyor, Dunedin. An area discrepancy has been identified.

A copy of the certified land status report is appended as Schedule A.

6 Review of topographical and cadastral data

Telecommunications facilities	Not shown but as indicated in this report such facilities do exist. Cadastral survey plans indicate evidence of the easements in existence and/or yet to be created. For the latter refer to SO's 24909 & 24991 [f9/Po 145].
Electricity transmission facilities	Overhead electricity transmission lines exist at the norther portion of the leased land. Continued occupation of the land and ownership of the transmission facilities by the relevant electricity operator(s) would be pursuant to Section 3(5) of the Electricity Operators Act 1987.
Historic places	The remains of historic buildings/site are shown adjacent to SH 83 [southern side] in the northernmost part of the leased land.
Discrepancies between fenced and legal boundaries	There does not appear to be any major discrepancies.

Marginal strips	Nil
Formed Roads	In almost every instance, the numerous formed roads [tracks] do not follow a legal road. SH 83 follows within the legal road boundaries.
Paper roads	A limited number exist and apart from a stretch to the north of Sec 8, SO 22988 there is no formed road [track]. The legal road by Otematata River could be construed as being more applicable as marginal strip.
Other [specify]	Believed to be not applicable

[For copies of the topographical and cadastral plans see appendix 6]

7 Details of any neighbouring Crown or conservation land

In a clockwise manner the Crown [including land of the crown] or conservation land adjoining/adjacent to the land the subject of this report is:

Various areas of land set apart for waterpower development [Lake Aviemore inundation and/or Aviemore power project].

SITUATION	STATUS
Between the leased land and Lake Aviemore	Held for Water Power Development by various proclamations and Gazette Notices

Section 21, Block VI, Kurow SD

SITUATION	STATUS
Between the leased land and SH 83 [NE corner]	Held for Water Power Development

Section 33, Block VI, Kurow SD

SITUATION	STATUS
Eastern side adjoining northern half	Held for Water Power Development by GN 281695 [cf also NAP 485803.3]

Section 1, SO22988

SITUATION	STATUS
Eastern side adjoining southern half	Crown Land - no registration. Subject to Pastoral Occupation Licence O 96.

Section 7, SO 22988

SITUATION	STATUS
Eastern side adjoining southern half	Held for conservation purposes

Section 6, SO 22988

SITUATION	STATUS
Southern end	Pastoral Lease P 259 as recorded by Reg Vol A2/1223.

Part Run 243E

SITUATION	STATUS
Western side	Pastoral lease as recorded by Reg Vol 338/135

8 Summarise any uncompleted actions or potential liabilities

Your attention is drawn to the following:

The above title area does not co-relate with QVNZ or MCPM, LINZ records. The various interpretations could be the result of rounding methodology in the metrication process. Notwithstanding that position, by folio's 603, 631 & 669 of file P 145 [vol 3] the area of land was determined to (now) be 9591.0497 ha. *[Copies of the relevant folios are attached as Appendix 4]*

Overhead electricity transmission lines exist at the northern portion of the leased land. Continued occupation of the land and ownership of the transmission facilities by the relevant electricity operator(s) would be pursuant to Section 3(5) of the Electricity Operators Act 1987.

ECNZ wishes to have a deed of grant for installation of a fibre optic cable across the land adjacent to the state highway - SO 24909 refers [f 2, 54, 29/Po 145]. This line threatens inherent values arising from natural and historic resources which is desirable to protect for conservation reasons [f 5/Po 145]. It is to replace an existing overhead line. *[Copies of the relevant folios are attached as Appendix 7]*

Easements are intended to be created to convey electricity, telephonic communications and also water - see SO 24991 [f 5, 12 / Po 145]. No CCL approval exists but is linked to the area of 9700m² to be surrendered. *[Copies of the relevant folios are attached as Appendix 8]*

The CCL has consented to surrender of 9700m² and reclassification of the land as farm land for amalgamation in CT 86/265 - the process is held up by the surveyor for the lessee [f 8, 40/Po 145]. *[Copies of the relevant folios are attached as Appendix 9]*

Part of the land is intended to be surrendered [for inclusion in the {now} conservation estate] [f 661, 672, 679, 688, 720a/P147]. *[Copies of the relevant folios are attached as Appendix 10]*

A requirement to honour an obligation incidental to taking of land could exist in the vicinity of Section 19 for supply of stock water [f 706 & 7/P147]. *[Copies of the relevant folios are attached as Appendix 11]*

Three historical sites are recorded on NZAA site index including S117 9 a maori oven, S117 10 traces of occupation and S117 11 an artefact find spot. The latter two are underwater now and the first is not able to be found [f 664/P 147] *[Copies of the relevant folio is attached as Appendix 12]*. In addition, The remains of historic buildings/site are shown on the current NZMS 261 topographical map in a position adjacent to SH 83 [southern side] in a northernmost part of the leased land.

An unregistered easement has not been formalised for taking water from and along a water race constructed by MOW for domestic stock and irrigation purposes [f 490/P 145]. *[A copy of the relevant folio is attached as Appendix 13]*

A right of way through Otematata Station and Aviemore Station was to be legalised at the request of the lessee [f 404/P 145]. *[A copy of the relevant folio is attached as Appendix 14]*

ATTACHMENTS

- Schedule A Copy of land status check [excluding enclosures]
- Appendix 1 Register volume
- Appendix 2 Renewal of pastoral lease
- Appendix 3 Memorandum of variation of lease
- Appendix 4 Area reconciliation
- Appendix 5 Copies of relevant registered instruments [where not included elsewhere or attached to the land status check report already forwarded]
- Appendix 6 Map of pastoral lease and SDI cadastral plan print
- Appendix 7 Line easement - fibre optic cable
- Appendix 8 Easements for electricity, telephonic communications and water
- Appendix 9 Surrender of land
- Appendix 10 Surrender of land for inclusion in conservation estate
- Appendix 11 Stock water supply
- Appendix 12 Historic site
- Appendix 13 Domestic & irrigation water easement
- Appendix 14 Right of way through Otematata Station and Aviemore Station

RELEASED UNDER THE OFFICIAL INFORMATION ACT
ABERCROMBIE AND ASSOCIATES LIMITED

PROPERTY MANAGERS AND CONSULTANTS

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 MORAY PLACE
 DUNEDIN

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This report has been prepared on the instructions of Crown Property Management, Land Information New Zealand, and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT:	RUGGED RIDGES	P 145	[LIPS Ref. 12476]
Property	1	of	1

Land District	Otago
Legal Description	Part Run 766 situated in Kurow, Mt Buster and Otamatakau Survey Districts, Section 19, Block VI, Kurow Survey District and Sections 2 & 8, SO Plan 22988
Area	9648.4576 ha <i>[by title - see comment below also]</i>
Status	Crown Land subject to Pastoral Lease P 145
Instrument of Lease	Reg Vol 386/43 - registered in Land Transfer Office but not under Land Transfer Act
Encumbrances	814444 Land Improvement Agreement Grant to convey electricity by Transfer 950032.4
Mineral Ownership	Crown <i>[see comment below]</i>
Statute	Land Act 1948, Crown Pastoral Land Act 1998

Data Correct as at:	4 January, 2001
Accredited Supplier certification	As attached

Prepared by	David J Abercrombie
Crown Accredited Supplier	Abercrombie & Associates Limited

Certified correct as to status:



Chief Surveyor
 Land Information New Zealand, Dunedin

51 2 / 2001

RELEASED UNDER THE OFFICIAL INFORMATION ACT

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

The above title area does not co-relate with QVNZ or MCPM, LINZ records [see below]. By folio's 603, 631 & 669 of file P 145 [vol 3] the area of land was determined to now be 9591.0497 ha.

Overhead electricity transmission lines exist at the norther portion of the leased land. Continued occupation of the land and ownership of the transmission facilities by the relevant electricity operator(s) would be pursuant to Section 3(5) of the Electricity Operators Act 1987.

ECNZ wishes to have a deed of grant for installation of a fibre optic cable across the land adjacent to the state highway - SO 24909 refers [f 2, 54, 29/Po 145]. This line threatens inherent values arising from natural and historic resources which is desirable to protect for conservation reasons [f 5/Po 145].

Easements are intended to be created to convey electricity, telephonic communications and also water - see SO 24991 [f 5, 12 / Po 145]. No CCL approval exists but is linked to the 9700 land to be surrendered.

The CCL has consented to surrender of 9700m2 and reclassification of the land as farm land for amalgamation in CT 86/265 - the process is held up by the surveyor for the lessee [f 8, 40/Po 145].

Part of the land was intended to be surrendered [for inclusion in the {now} conservation estate] but verbal agreement appears to only exist [f 661, 672, 688, 720a/P147].

A requirement to honour an obligation incidental to taking of land could exist in the vicinity of Section 19 for supply of stock water [f 706 & 7/P147].

Three historical sites are recorded on NZAA site index including S117 9 a maori oven, S117 10 traces of occupation and S117 11 an artefact find spot. The latter two are underwater now and the first is not able to be found [f 664/P 147].

An unregistered easement has not been formalised for taking water from and along a water race constructed by MOW for domestic stock and irrigation purposes [f 490/P 145].

A right of way through Otematata Station and Aviemore Station was to be legalised at the request of the lessee [f 404/P 145]

Research Data: Some items may not be applicable

SDI Print obtained	Yes [See attached]
NZMS 261 Ref	H 39
Local Authority	Waitaki District Council
Crown Acquisition Map	Yes To determine agreement for purchase from Ngai Tahu
SO Plan	1345, 1347, 1348, 10840, 13020, 13114, 13133, 13966, 13967, 13996, 16428, 16644, 22513, 22988, 24909 [See evidence attached]
Relevant Gazette Notices	Proc 320371 taking leasehold interest for the development of water power GN336267 setting apart land in Proc 320371 for the development of water power Proc 342037 taking leasehold interest for the development of water power GN342864 setting apart land in Proc 342037 for the development of water power [See evidence attached]
CT Reference / Lease Reference	Pastoral Lease P 145, Reg Vol 386/43 Lease renewed by 699188 NOTE: For history of land see below [See evidence attached]
Legislation Cards	Yes [See evidence attached]
CLR	Yes [See evidence attached]
Allocation Maps [if applicable]	Not applicable
QVNZ Reference	26050/11100 - area of 9648.4576 ha 26050/11101 - area of 3035.1423 ha [included in area for 26050/11100] Area does not co-relate with MCPM, LINZ records [9648.4580 ha], reg vol [9668.6917 ha - see status above] and CSD, L & S, analysis [see above].
Crown Grant Maps	Yes There are no references for the subject property

Research - continued

If Crown land - Check Irrigation Maps.	Yes There are no references for the subject property
Mining Maps	Yes There are no references for the subject property
<p>Other Relevant Information</p> <p>a) Concessions - Advice from DoC</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) DoC is not certain that marginal strips do not apply. None are recorded on SO Plans or DoC records. No comment was made on the existence or otherwise of any concessions. The department would like Sections 2 & 8, SO 22988 to be removed from the pastoral lease and made part of the conservation estate.</p> <p>b) Only on divestment of freehold or a lease of fifty years or greater by LINZ as a Crown Body</p> <p>c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition from Ngai Tahu by way of the Kemp Purchase [see above]</p>

HISTORY OF OWNERSHIP:

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

There is no record of crown grants having been made for any of the land held in the pastoral lease the subject of this report.

Formerly Part Run 243D

The first recorded lease was License to Occupy for Pastoral Purposes 678. The unregistered lease commenced on 1 March 1889.

The next recorded lease [unregistered] was License to Occupy for Pastoral Purposes 1414.

It was superceded by License to Occupy for Pastoral Purposes 1959 as recorded in register volume 337/156.

Pastoral Lease 145 was granted as recorded in register volume 386/43.

For further action see "combined land" below.

Formerly Part Run 243C

The first lease granted [reference 5472] was SGR 633 as recorded in register volume 157/137.

National Endowment Lease SGR 1153 was subsequently issued as recorded in register volume 259/137.

Pastoral Lease P 182 was granted as recorded in register volume 386/78.

By document 329207, 16500 acres was surrendered from lease SGR 1153.

By certificate of alteration 329208 an area of 9000 acres [see SO 16428 and being part of the land in surrender 329207] was included with the land in Pastoral Lease 145 [see register volume 386/43 and "combined land" below].

Section 19, Block VI, Kurow SD

The land was formerly part of Run 766 [see surrender 331959 mentioned below].

By GN 341035 the land was set apart as a reserve for pest destruction board buildings and vested in trust for that purpose in the Buscot Pest Destruction Board.

By GN 536201 the reservation as a reserve was revoked.

By certificate of alteration 555296 the land involved was included with the land in Pastoral Lease 145 [see register volume 386/43 and "combined land" below] the subject of this report.

Sections 2 & 8, SO Plan 22988

This land is included within Pastoral Lease 145 [see "combined land" below]. It was previously described as Part Run 766 [see NAP 730031/1]. The purpose of the new appellation was to define land intended to be added to the conservation estate [see previous comments regarding Department of Conservation].

Mention of the new appellation is made for the purposes of clarification in relation to the affect on part of the land the subject of this report.

Combined land

Leasehold estate [46a Or 14.6p] taken by Proc. 320371 for the development of water power.

Land in Proc. 320371 set apart for development of water power by GN 336267.

By 320586 the appellation of the land remaining in the lease was changed to be Run 766 [see SO 16428].

Surrender of 1a 2r 21p from lease by 331959 [see Section 19 above].

Leasehold estate [612a 0r 8.2p] taken by Proc. 342037 for the development of water power [Aviemore Power Scheme]

Land in Proc. 342037 set apart for development of water power [Aviemore Power Scheme] by GN342864.

By certificate of alteration 555296, Section 19 [see above] was included with the land in Pastoral Lease 145.

Renewal of lease by Memorandum 699188.

By new appellation 730031 part of Run 766 became known as Sections 2 and 8, SO 22988.

Transfer [T 950032.4 - note registry office copy of document has been lost] of a grant of a right [in gross] to convey electricity [see area marked A on SO 24423].

Status, description of land and area [by register volume] are now as indicated above.



**COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952**



Historical Search Copy

R. W. Muir
Registrar-General
of Land

Identifier OT386/43
Land Registration District Otago
Date Registered 15 May 1957 13:50

Part-Cancelled

Prior References
OT337/156

Type	Lease under s83 Land Act 1948		
Area	9935.6926 hectares more or less	Term	33 years commencing on the first day of July 1955 and renewed for a further period of 33 years commencing on 1st July 1988
Legal Description	Run 243D, Run 766, Part Run 243C, Section 19 Block VI Kurow Survey District and Section 2 and Section 8 Survey Office Plan 22988		

Original Proprietors
Rugged Ridges Limited

Interests

- 307786 Compensation Certificate pursuant to Section 17 Public Works Amendment Act 1948 - 17.11.1966 at 10.20 am
- 320371 Proclamation taking the leasehold estate in the parts coloured red on the plan hereon (46 acres 14.6 perches) for the development of water power (Aviemoire Power Project) - 31.10.1967 at 10.31 am
- 331959 Surrender of the within lease as to part Run 766 Block IV Kurow Survey District (1 acre 2 roods 21 perches) coloured red on diagram hereon as from 1 August 1968 - 18.9.1968 at 9.40 am
- 336267 Gazette Notice setting apart (46 acres 4.6 perches) part Run 243D for the development of water power (Aviemoire Power Project) in Blocks II and III Otamatakau Survey District from and after the 16th day of December 1968 - 10.1.1969 at 9.50 am
- 342037 Proclamation proclaiming the leasehold estate in the parts coloured red on the plan hereon (612 acres 8.2 perches) to be taken for development of water power (Aviemoire Power Scheme) - 25.6.1969 at 9.35 am
- 342864 Gazette Notice declaring the land in Proclamation 342037 to be set apart for the development of water power (Aviemoire Power Scheme) from and after 30 June 1969 - 10.7.1969 at 10.40 am
- 699188 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1st July 1988 and fixing for the first 11 years the annual rent at \$4125.00 calculated on a rental value of \$275,000.00 - 29.3.1988 at 10.28 am
- 814444 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 18.9.1992 at 10.14 am
- 950032.2 Mortgage to The National Bank of New Zealand Limited - 26.6.1998 at 10.00 am
- 950032.3 Mortgage to Otamatapaio Station (1993) Limited - 26.6.1998 at 10.00 am

LAND & DEEDS

Registered in the LAND REGISTRY but not under the LAND TRANSFER ACT.

NEW ZEALAND: MAY 1957

Registered in the Register-book, Vol. 386 fol. 43

OTAGO

the 14 day of May

LAND DISTRICT No. 215



Issued as a Renewal of [or in Exchange for] Lease registered in Vol. 337 fol. 156

Image Quality due to Condition of Original

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P. 415

This Deed, made the first day of March 1957, between His Majesty the King (who, with His heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and GEORGE ELVIDGE of GEORGETOWN, in the Dominion of New Zealand, FARMER (as Executor) who, with his executors, administrators, and permitted assigns, are 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 15,500 acres, situated in the Land District of Otago

Run 243D, Otamatakau Survey District (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-five. Together with the period between the date of this lease and the aforesaid first day of July, 1955. Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Otago the clear annual rent of two hundred and eighty pounds (£280. - -) 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 (£) (the receipt of which sum is hereby acknowledged) and thereafter 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 aforesaid.

- 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 advised 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 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, 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 weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy, and not later than the forenoon 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 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, 1950, 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 burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner; and such 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 His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all 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, attract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 100 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building, dwellinghouse, or other structure: 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 56 (3) 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 this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

so long as on the in writing to do. Any particularly payable

at 2.45 pm A.C.R.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

38643

- (d) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
 - (e) 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 brush or scrub and sow the land so cleared 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 grasses to the satisfaction of the Commissioner.
- (f) 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 that 20000 is the carrying capacity of the said land for the purpose of this clause and that the Lessee shall not exceed this carrying capacity at any time without the prior consent of the Commissioner, unless the carrying capacity of the said land is increased by the Commissioner.
- * See below
- (g) 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, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
 - (h) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND 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 Survey Department
 Address: Dunedin

C. K. Conder
 Commissioner of Crown Lands

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

Witness: A. Steel
 Occupation: Smith
 Address: Dunedin

Geo. E. ...
 Lessee

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

Witness: A. Steel
 Occupation: Smith
 Address: Dunedin

W. G. Aubrey
 Lessee

- (i) 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 4,800 (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.

C. K. Conder
 Commissioner of Crown Lands

Geo. E. ...
 Lessee

Mortgage 469 to Wrights High School and Company Limited registered 26 August 1963

W. G. Aubrey
 Lessee

Transfer 204307 George Elvidge and William Edward Aubrey to Herbert Grant Mannie of "Rugged Ridges" Otago Sheep Farm produced 12th July 1957 at 2.20 pm

320371 Proclamation taking the Leasehold Estate in the parts coloured Red on the plan known as 14-6 (Parts) for the Development of Water Power (Ariemore Power Project). Registered 31-12-1967 at 10:31 am.

307786 Compensation Certificate pursuant to Section 17 of the Public Works Amendment Act 1948 - 17-11-1948 at 10.20 am.

327485 The duplicate original having been declared lost a Provisional Lease has been issued in lieu thereof. Entered 28th June 1968.

320586 Part of the within land is now known as Run 766 - 3-11-1967 at 11.53 am

329208 Certificate of Alteration incorporating a 14 million acre 9,000 acres being part of Run 243C Block II known as "Block II & III" and "Block IV" Otago Sheep Farm in program for increasing the annual rent to \$700 per annum on 12-7-1968 at 11.11 am.

over

331959 Surrender of the within lease to the part shown 766 Block IV Kuraw Survey District (area 2 roads 21 perches) coloured red on diagram hereon as from 1 August 1968 Entered 18.9.1968 at 9.40 am
Stallan A.L.R.

336020 Transfer of Balance to Murray James Bennett Munro of Dunedin, Sheriffman 14.11.1968 at 2.46 pm
Stallan A.L.R.

336021 Discharged
Stallan A.L.R.

336022 Mortgage of Balance to Robert Grant Munro - 19.12.1968
Stallan A.L.R.

* 336259 Proclamation proclaiming as closed the road laid out on the diagram hereon. Produced 18.1.1969 at 9.54 am
Stallan A.L.R.

* 336267 Gazette notice declaring setting apart (6 acres 21 perches) of land 2459 for the development of water power (Aviemore Power Project) in Blocks III & IV of the Kuraw Survey District from and after the 16th day of December 1968. Produced 16.1.1969 at 9.50 am
Stallan A.L.R.

335779 Gazette notice proclaiming the part of the road laid out on the diagram hereon (1/3 of road) as closed. Produced 18.12.1968 at 9.11 am
Stallan A.L.R.

342037 Proclamation proclaiming the Leasehold Estate in the parts coloured red on the plan hereon (612 acres 8.1 perches) to be taken for development of water power (Aviemore Power Scheme) - 25.6.1969 at 9.35 am
Stallan A.L.R.

342864 Gazette Notice declaring the land in Proclamation 342037 to be set apart for the development of Water Power (Aviemore Power Scheme) from and after 30 June 1969. Registered 10 July 1969 at 10.40 am
Stallan A.L.R.

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT, 1952.
J. Nicholson A.L.R.

38643 Variation of Mortgage 336021 - 30.6.1971 at 2.58 pm
Stallan A.L.R.

372348 Transfer of Mortgage 336021 to Flora Georgina Munro - 30.6.1971 at 2.59 pm
Stallan A.L.R.

Variation of Mortgage 336022 - 13.7.1971 at 10.55 am
Stallan A.L.R.

436595 Transmission of Mortgage 336022 to Ian Kenneth Ivey and Albert Robertson as Executors entered 20.2.1975 at 10.46 am
Stallan A.L.R.

439083/3 Mortgage to The Rural Banking and Finance Corporation of New Zealand 1975 at 2.56 pm
Stallan A.L.R.

439083/4 Memorandum of Priority ranking Mortgage 439083/3 as a first mortgage and Mortgage 336021 as a second mortgage - 21.4.1975 at 2.56 pm
Stallan A.L.R.

531409/1 Mortgage to the Rural Banking and Finance Corporation of New Zealand 13.3.1980 at 11.23 am
Stallan A.L.R.

531409/2 Mortgage to the Rural Banking and Finance Corporation of New Zealand 13.3.1980 at 11.23 am
Stallan A.L.R.

of a 2/5 share
531409/3 Transfer to Flora Georgina Munro of Kuraw Married Woman and James Eric Govan of Dunedin Solicitor - 13.3.1980 at 11.23 am
Stallan A.L.R.

61306
531409/4 Mortgage to the Rural Banking and Finance Corporation of New Zealand 13.3.1980 at 11.24 am
Stallan A.L.R.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

- 5. 945131.3 Variation 20.3.1998 at 9.59
- 945131.4 Transfer to Rugged Ridges Limited 20.3.1998 at 9.59

C.T. 386/43

555296 Certificate of alteration incorporating Section 19 Block VI Kurow Survey District (6601m²) in the within lease entered 3.6.1981 at 1.51 pm

H. Hughes
for DLR

[Signature]
A.L.R.

950032.2 Mortgage to The National Bank of New Zealand Limited

950032.3 Mortgage to Otamatapaio Station (1993) Limited

699188 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1st July 1988 and fixing for the first 11 years the annual rent at \$4125.00 calculated on a rental value of \$275,000 - 29.3.1988 at 10.28 am

950032.4 Transfer affecting the estate of Her Majesty the Queen in fee simple being a grant of a right (in gross) to convey electricity over part herein shown marked A on SO Plan 24423 to Telecom New Zealand Limited C.T. 18C/595 issued

[Signature]
A.L.R.

All 26.6.1998 at 10.00

[Signature]
for DLR

Produced 2.6.1989 at 9.01am & entered 17.8.1989 at 9.07am) Part of the within) land is now known as) Section 2 (150ha) and Section 8 (463ha) SO 22988 - See NAP 730031/1

[Signature]
A.L.R.

789604/5 Mortgage to The National Bank of New Zealand Limited - 17.10.1992 at 10.14am

DISCHARGED
20/10/1992
A.L.R.

[Signature]
A.L.R.

814444 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 18.9.1992 at 10.14 am

[Signature]
A.L.R.

838694 Variation of Mortgage 789604/5 - 16.9.1993 at 9.54 am

[Signature]
A.L.R.

913418 Variation of Mortgage 789604/5 - 2.8.1996 at 2.46pm

[Signature]
A.L.R.

918446 ~~Caveat~~ by Telecom New Zealand Limited - 21.10.1996 at 2.39 pm

WITHDRAWN
20/10/1998

[Signature]
A.L.R.



MEMORANDUM OF RENEWAL AND VARIATION OF LEASE REGISTER

IN THE MATTER of the Land Act 1948

AND

IN THE MATTER of lease no. P145
registered as Register Vol 386 Folio 43
Otago Land Registry from HER MAJESTY THE
QUEEN to STRUAN JAMES BENNETT MUNRO
of Kurow, Sheep Farmer 3/5 Share,
FLORA GEORGINA MUNRO of Kurow, Married
Woman and JAMES ERIC GOVAN of Dunedin
Solicitor (2/5 Share).

Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 386 Folio 43 Otago Land Registry is renewed for a term of 33 years commencing on the 1st day of July 1988. The covenant to pay rent and the rental value contained in the Lease is hereby varied by deleting the said covenant and substituting the following:

Yielding and paying therefor for the first 11 years of the said term unto the Land Corporation Limited at Dunedin the annual rent of \$4,125.00 calculated on a rental value of \$275,000.00 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 period of 11 years and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 132A of the Land Act 1948.

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

IN WITNESS WHEREOF the parties have hereunto subscribed their names this
14th day of March 1988.

[Handwritten signatures]
S.R.J.

[Handwritten signature]

RELEASED UNDER THE OFFICIAL INFORMATION ACT

SIGNED for and on behalf of HER MAJESTY)
THE QUEEN pursuant to a Deed lodged with)
the District Land Registrar as No.)
681189/2 by LAND CORPORATION LIMITED by)
its Attorney GARRY RAYMOND PATRICK)
in the presence of:)

LAND CORPORATION by its)
Attorney **REGISTER**

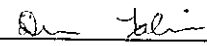


Witness: 

Occupation: Property Officer Landcorp

Address: Dunedin

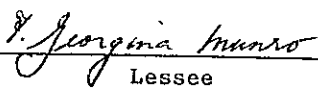
SIGNED by the said Lessee)
in the presence of:)

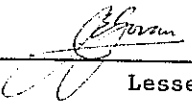
Witness: 

Occupation: Solicitor

Address: Dunedin


Lessee


Lessee


Lessee

RELEASED UNDER THE OFFICIAL INFORMATION ACT

MEMORANDUM OF RENEWAL OF LEASE

Particulars entered in the Register
as shown herein **REGISTER** and at
the time stamped below.

HER MAJESTY THE QUEEN

Lessor

STRUAN JAMES BENNETT MUNRO
FLORA GEORGINA MUNRO
JAMES ERIC GOVAN

Lessee

District/Assistant Land Registrar
of the District of Otago

RELEASED UNDER THE OFFICIAL INFORMATION ACT

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, GARRY RAYMOND PATRICK of Dunedin, Property Officer

HEREBY CERTIFY -

1. THAT by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered B678573
BLLENHEIM (Marlborough Registry) and there numbered 136439
CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2
DUNEDIN (Otago Registry) and there numbered 681189/1
GISBORNE (Poverty Bay Registry) and there numbered 167089.2
HAMILTON (South Auckland Registry) and there numbered H734777
HOKITIKA (Westland Registry) and there numbered 076748
INVERCARGILL (Southland Registry) and there numbered 141782
NAPIER (Hawkes Bay Registry) and there numbered 478751.2
NELSON (Nelson Registry) and there numbered 269962.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 341775
WELLINGTON (Wellington Registry) and there numbered 860782.2

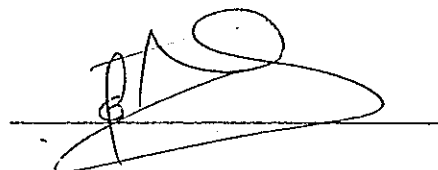
LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

2. THAT at the date hereof I was Property Officer of the said Corporation.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at
this 14th
1986

Dunedin
day of March

)
)
)



MEMORANDUM OF VARIATION OF LEASE

IN THE MATTER of the Land Act 1948

AND

IN THE MATTER of Lease No P145 Volume 386 folio 43 Otago Registry from Her Majesty the Queen to STRUAN JAMES BENNETT MUNRO of Kurow Farmer (3/5 share) FLORA GEORGINA MUNRO of Kurow Married woman and JAMES ERIC GOVAN of Dunedin Solicitor (2/5 share).

The covenants conditions and restrictions contained or implied in the above-mentioned lease registered in Volume 386 folio 43 Otago Land Registry, are hereby varied as follows:

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 a company as if such shares were interests in the said land and no share or shares in such company shall be transferred or otherwise disposed of by any shareholder without the consent of the 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 hereby expressly varied all the covenants conditions and restrictions contained or implied in the Memorandum of Lease shall remain in full force.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **ANDREW JOHN ANDERSON** of Dunedin, Solicitor hereby certify -

1. That by Deed dated the 2nd day of November 1990 **JAMES ERIC GOVAN** of Dunedin in New Zealand, Solicitor appointed me his Attorney on the terms and subject to the conditions set out in the said Deed.
2. That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said James Eric Govan or otherwise.
3. That a copy of the said Deed was deposited in the Land Transfer Office at Dunedin on the 3rd day of December 1990 under registered number 768592.

SIGNED at Dunedin)
this 22nd day of December)
1997)



RELEASED UNDER THE OFFICIAL INFORMATION ACT

IN WITNESS WHEREOF the parties have hereunto subscribed their names this 10th day of December 1997

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

S. D. BROWN
COMMISSIONER OF CROWN LANDS
LAND INFORMATION N.Z.
WELLINGTON

Witness: [Signature]

Occupation: LYNETTE PORTER

Address: TEAM MEMBER
NATIONAL OFFICE
LAND INFORMATION N.Z.
WELLINGTON

Signed by Struan James Bennett Munro as Lessee:

[Signature]

Witness: [Signature]

Occupation: GRAEME MURRAY STOUT
LEGAL EXECUTIVE
COOK ALLAN GIBSON
SOLICITORS
DUNEDIN

Address: _____

Signed by Flora Georgina Munro as Lessee:

[Signature]

Witness: [Signature]

Occupation: GRAEME MURRAY STOUT
LEGAL EXECUTIVE
COOK ALLAN GIBSON
SOLICITORS
DUNEDIN

Address: _____

Signed by James Eric Govan by his attorney * as Lessee: *Andrew John Anderson

[Signature]

Witness: [Signature]

Occupation: GRAEME MURRAY STOUT
LEGAL EXECUTIVE
COOK ALLAN GIBSON
SOLICITORS
DUNEDIN

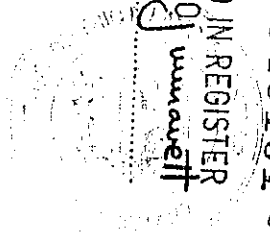
Address: _____

FILE COPY

9.59 20.MAR98 945131.3

PARTICULARS ENTERED IN REGISTER
LAWYER
JAGO J. WAWAROFF

350/43



Leffig,

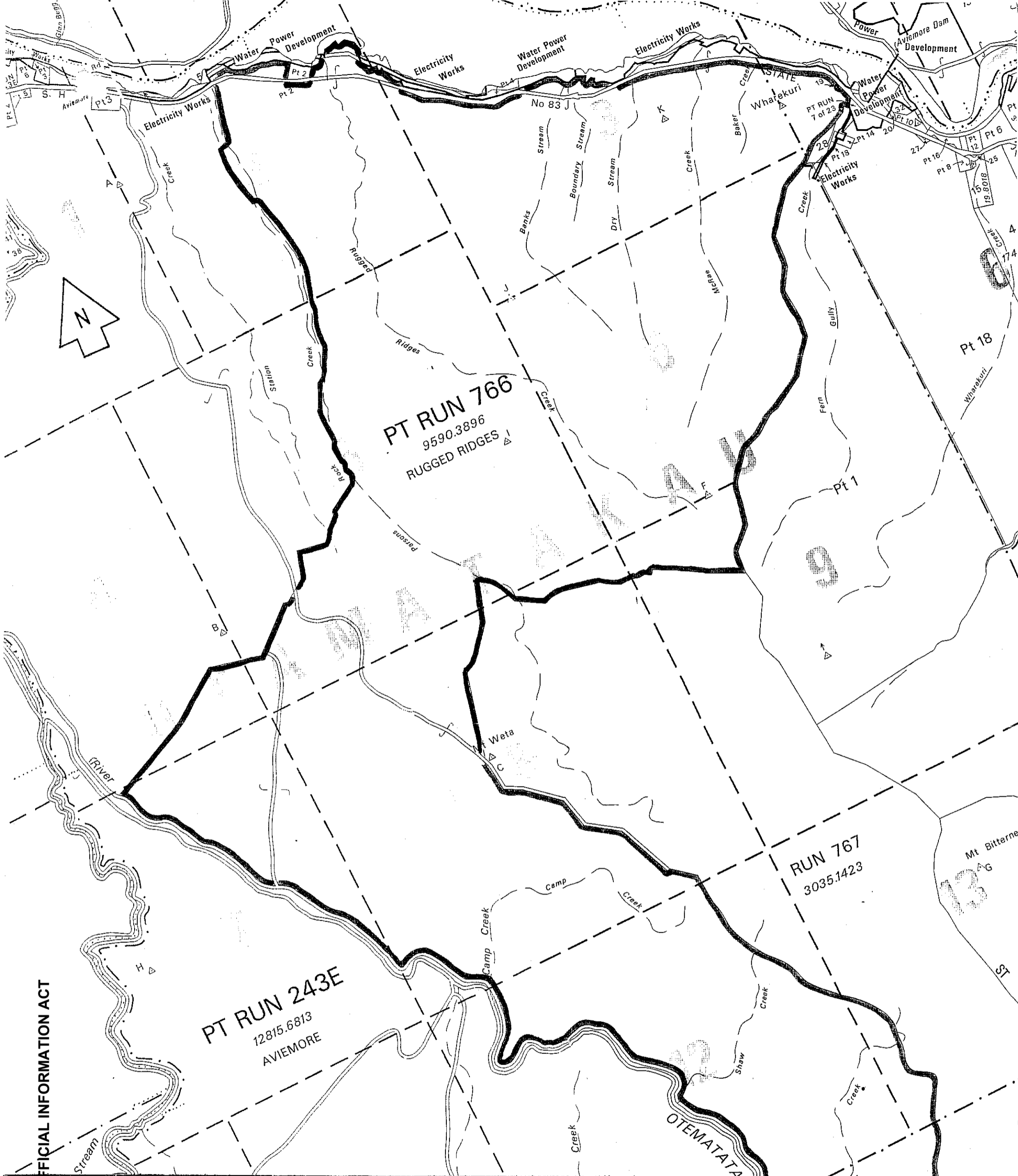
Mr Pettit tells me that the discrepancy in the area 141a 3.17.3p (noted on F603) has not been recorded on the DLKs title. 386/43 and there is difficulty in recording the certificate of allocation. Someone (presumably L.A) should write to the DLK informing him of the correct area and how & why it was derived so it can be recorded on the lease. Please investigate action

Bush. Refer to Admin Manual section F 2-2 (3)

L.A TO NOTE

2/8/81
AGM

For return of title following registration of C113



RELEASED UNDER THE OFFICIAL INFORMATION ACT

Plan of Sec. 19 Blk. VI Kurow S.D. and Pt. Run 766 situated in Blks. II, III, IV, V, VI, VII, VIII, IX, XII and XIII Tamatakau S.D., Blk. VI Kurow S.D. and Blk. I Mt. Buster S.D.

Total Area:- 9591.0497 ha.

BLOCK	As above	SURVEY DISTRICT	SCALE	1:50 000
LOCAL AUTHORITY	Waitaki County	OTAGO LAND DISTRICT		
PREPARED	CHECKED BY	DATE	FILE	REF. NOS
D.J.B.		JAN. 1986	P. 145	NZMS 261 H40 & I40



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603

- (1) Chief Draughtsman
- (2) General Draughting
- (3) _____ Section

G.D. Job No. 2369

File P145 folio _____

Date Required

REQUEST FOR WORK BY GENERAL DRAUGHTING

Explanation of Request: (Background, What action is proposed, How is draughting work to be used & by whom)

Required for transfer submission

(Relevant Necessary Information)

File _____ folio _____
File _____ folio _____

Description of property and area

Part Run 243D and Part Run 766, Otamatekan Survey District and Part Run 243C Block VI Kuroo Survey District and Blocks IV, U, VI, IX, XII and XIII, Otamatekan Survey District 9647.7975ha

Please supply item indicated below (Show no. copies required)

- | | |
|---|--|
| <input type="checkbox"/> Diagram for _____ | <input type="checkbox"/> locality maps |
| <input checked="" type="checkbox"/> Verified/draft description & area | <input type="checkbox"/> illustrative maps |
| <input type="checkbox"/> Certified descriptions | <input type="checkbox"/> Compile plan |
| <input type="checkbox"/> Certified plans | <input type="checkbox"/> Colour prints |
| <input type="checkbox"/> Cadastral plan(s) with legend | <input type="checkbox"/> Enlarged copy of aerial photo(s) |
| <input type="checkbox"/> Calculate area(s) | <input type="checkbox"/> Investigate survey requirements (see below) |
| <input type="checkbox"/> Other _____ | |

Signed

[Signature]

Section

L.A.

Date 14.6.79.

General Draughting Use:

Instructions to Draughtsman

Performed by _____

Cost Category

Type Category

Time taken

Survey/Compiled plan required. Yes/No

Estimate Cost

Investigate the following

- (a) Easements and Water Races
- (c) Sec 58 strip
- (e) Amalgamations

- (b) Roads (Taking, closing, resuming)
- (d) Crown Land occupied without authority
- (f) Any other adjustments

R.M. _____

Ref. Plans

50.16428

Description

Part Run 766 Situated in Blocks II, III, IV, V, VI, VII, VIII, IX, XII, XIII Otamatekan Survey Districts, Block VI Kuroo Survey District and Mt. Buster Survey District

Area: 9590.3895 ha.

SEE NOTE ON FOLLOWING SHEET

[Signature]
Section Chief Draughtsman

Date 21/6/79

Investigation into Land, "Appellation", and "Area" held in C.L. 386/43 (P.145).

1-3-1955 Same new lease - C.L. 386/43 (as defined on S.O. 1345, 1347 & 1348)

31-10-1967 Doc 320371, Taking Leasehold Estate in Parts of Run 243D totaling in area: 46ac 0r 14.6p Refer S.O. 13020

3-11-1967 Doc 320586, Alteration to description - eg: "Part within land is now known as Run 766" Note there are two other portions of land - not in this C.L. - which comprise the rest of Run 766" Refer to S.O. 16428

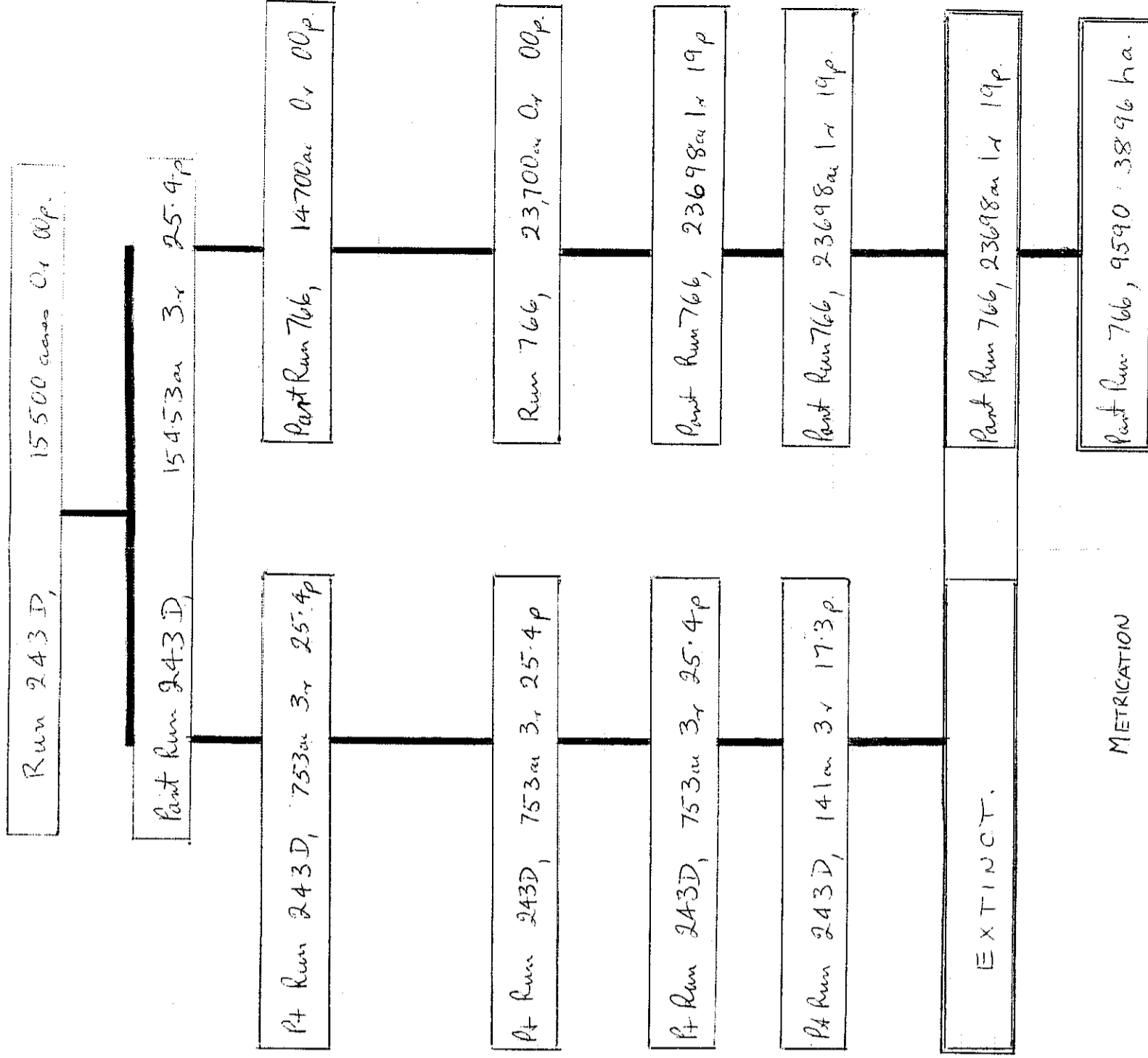
12-7-1968 Doc 329208, Incorporating "9,000ac 0r 00p. being Pt Run 243C into C.L. 386/43." This area is in fact the balance of the land that comprises the whole of Run 766 - See S.O. 16428

18-9-1968 Doc 331959, Surrender Pt Run 766 - 1ac 2r 21p See S.O. 16644 (now See 19) 6601m²

20-6-1969 Doc 342037, Taking Leasehold Estate in Parts Run 243D totaling 612 ac 0r 8.1p in area. See S.O. 13966 and 13967

BUT NOTE

It must be understood that a close inspection of the plans of areas being removed from this lease will indicate quite clearly that the Leasehold Estate of all Part Run 243D not now included in Run 766 has been removed from this lease. Thus it is incorrect to assume by deduction that there is still 141ac 3r 17.3p of Part 1 Run 243D in this lease in addition to the 23,698 ac 1r 19p of Pt Run 766. Therefore the 141ac 3r 17.3p area which has no land mass, simply disappears. The reason for this is because of a changed definition. Run 243D was initially defined on S.O. 1345, 1347 and 1348. This same land mass has now been defined as separate parcels on S.O. 13020, 13966, 13967 and 16428, (which in fact means that the summation of the areas of the separate parcels is 141ac 3r 17.3p less than the area originally defined.)



Blackburn 21/6/79

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
RELEASED UNDER THE OFFICIAL INFORMATION ACT
 Land Transfer Act 1952

11250 00

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

OTAGO

Certificate of Title No. All or Part? Area and legal description — Insert only when part or Stratum, CT

386 8D	43 1278	All All	
-----------	------------	------------	--

Transferor Surnames must be underlined

STRUAN JAMES BENNETT MUNRO as to a three fifths undivided share or interest and FLORA GEORGINA MUNRO and JAMES ERIC GOVAN as to a two fifths undivided share or interest

Transferee Surnames must be underlined

RUGGED RIDGES LIMITED

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.

- Leasehold
- As to CT 386/43 - Pastoral Lease subject to Caveat 918446
 - As to CT 8D/1298 - Pastoral Licence

Consideration

\$600,000.00

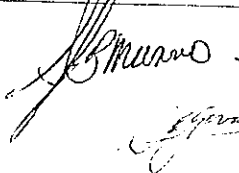
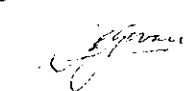
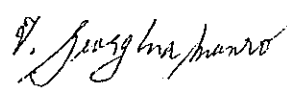
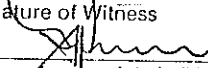
FORM 621 23/01/1993
 NZ Stamp Duty
 Self assessed duty

Operative Clause

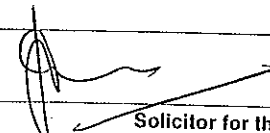
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 23 day of December 19 97

Attestation

  	Signed in my presence by the Transferor Signature of Witness 	ANDREW JOHN ANDERSON BARRISTER / SOLICITOR DUNEDIN
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name Occupation Address	
Signature, or common seal of Transferor		

Certified correct for the purposes of the Land Transfer Act 1952
 Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
 (DELETE INAPPLICABLE CERTIFICATE)


 Solicitor for the Transferee

RELEASED UNDER THE OFFICIAL INFORMATION ACT

COMMISSIONER OF CROWN LANDS

Memorandum of Dealing with Lease

Lease No: P145 Registered in Vol: 386 Folio: 43

Name of Present Lessee: Struan James Bennett Munro of Kurow (3/5 share), Farmer Flora Georgina Munro of Kurow Married Woman and James Eric Govan of Dunedin Solicitor (2/5 share).

Description of Land: Part Run 766 Block VI Kurow Survey District and Blocks III, V, VI, IX, XII and XIII Otamatakau Survey District and Section 19 Block VI Kurow Survey District, Sections 2 and 8 SO 22988.

Area: 9648.4576 hectares more or less.

Nature and Dealing of Party: Transfer of lease to Rugged Ridges Limited.

To the District Land Registrar, Dunedin

I certify that the above dealing was consented to in terms of Section 89 of the Land Act 1948 on the 10th day of December 1977.

NB: THIS CONSENT IS VALID FOR A PERIOD OF THREE MONTHS FROM THE DATE ABOVE

SIGNED by the Commissioner of Crown Lands for and on behalf of HER MAJESTY THE QUEEN in the presence of;

Commissioner of Crown Lands

S. D. BROWN COMMISSIONER OF CROWN LANDS LAND INFORMATION N.Z. WELLINGTON

Witness: [Signature]

Name: LYNETTE PORTER Occupation: TEAM MEMBER NATIONAL OFFICE LAND INFORMATION N.Z. Address: WELLINGTON

Advice to Knight Frank (NZ) Limited, P O Box 27, Alexandra

The above transaction was registered on the ___ day of ___ 19 ___ as number ___

New Address: C/- Bendigo Station, R D 3, Cromwell

Local Authority: Remains unchanged

PL Registry / / Ledgers / / Transfer Reg / / Records / /

RELEASED UNDER THE OFFICIAL INFORMATION ACT

COMMISSIONER OF CROWN LANDS

Memorandum of Dealing with Lease

Lease No: **096** Registered in Vol: **8D** Folio: **1278**

Name of Present Lessee: **Struan James Bennett Munro of Kurow, Farmer (3/5 share)**
Flora Georgina Munro of Kurow Married Woman and James
Eric Govan of Dunedin Solicitor (2/5 share).

Description of Land: **Sections 1 and 7 SO 22988.**

Area: **3230.0000 hectares more or less.**

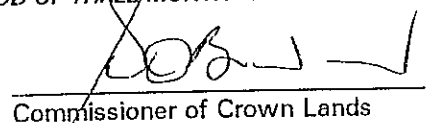
Nature and Dealing of Party: **Transfer of lease to Rugged Ridges Limited.**

To the District Land Registrar, Dunedin

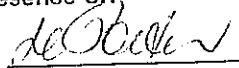
I certify that the above dealing was consented to in terms of Section 89 of the Land Act 1948 on the 10th day of December 1997.

NB: THIS CONSENT IS VALID FOR A PERIOD OF THREE MONTHS FROM THE DATE ABOVE

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



Commissioner of Crown Lands

Witness: 

S. D. BROWN
 COMMISSIONER OF CROWN LANDS
 LAND INFORMATION N.Z.
 WELLINGTON

Name: LYNETTE PORTER
 Occupation: TEAM MEMBER NATIONAL OFFICE LAND INFORMATION N.Z.
 Address: WELLINGTON

Advice to Knight Frank (NZ) Limited, P O Box 27, Alexandra

The above transaction was registered on the _____ day of _____ 19 _____ as number _____

New Address: C/- Bendigo Station, R D 3, Cromwell

Local Authority: Remains unchanged

PL Registry	/	/	Ledgers	/	/
Transfer Reg	/	/	Records	/	/

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Approved by Registrar-General of Land under No. 1997/5003

Annexure Schedule

Insert below "Mortgage", "Transfer", "Lease" etc

TRANSFER

Dated 27 December 97

Page 2 of 4 Pages

SIGNED for and on behalf of TELECOM NEW ZEALAND LIMITED on the 25 day of November 1997 by two of its Attorneys: KEITH JOSEPH EMERSON MITCHELL and CHRISTOPHER PHILIP CHAPMAN

Signature of Keith Joseph Emerson Mitchell, Commercial Manager, Property Telecom New Zealand Limited

Signature of Christopher Philip Chapman

Christopher Philip Chapman, Property Manager, Network Portfolio, Telecom New Zealand Limited

WITNESS: (to both signatures)

Signature of witness

Name: Chris (Kauri), Occupation: Administrator, Address: Christchurch

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We: KEITH JOSEPH EMERSON MITCHELL and CHRISTOPHER PHILIP CHAPMAN, Commercial Manager, Property, Telecom and Property Manager, Network Portfolio, Telecom

hereby severally certify:

1. That by a Power of Attorney dated 19 December 1996 copies of which are deposited in the Land Titles Offices at:

Table listing locations and Power of Attorney numbers: Auckland (D102268), Blenheim (188878), Christchurch (A278639), Dunedin (922805), Gisborne (G213818), Hamilton (B390272), Hokitika (106533), Invercargill (246887.1), Napier (650912), Nelson (364436), New Plymouth (438283), Wellington (B555099)

Telecom New Zealand Limited (Telecom) appointed as its Attorneys on the terms and subject to the conditions set out in the said Power of Attorney either:

- (a) any two of the following persons (and each and every person as may for the time being be acting as such): the Manager, Network Logistics, Telecom; the National Property Manager, Telecom; the Commercial Manager, Property, Telecom; the Property Manager, Network Development, Telecom; the National Property Account Manager, Network, Telecom; the Environmental Manager, Telecom; or
(b) any one of the persons referred to in paragraph (a) above together with any one of the following persons (and each and every person as may for the time being be acting as such): each Assistant Property Manager, Network Development, Telecom; each Property Manager, Network Portfolio, Telecom.
2. That we are employed by Telecom in the offices set out above under our respective names and as such are Attorneys for Telecom pursuant to the said Power of Attorney.
3. That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of Telecom or otherwise.

SIGNED at Auckland this 25 day of November 1997

SIGNED at Christchurch this 25 day of November 1997

Signature of Keith Joseph Emerson Mitchell

Signature of Christopher Philip Chapman

KEITH JOSEPH EMERSON MITCHELL

CHRISTOPHER PHILIP CHAPMAN

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Handwritten signatures and initials in the bottom section.

RELEASED UNDER THE OFFICIAL INFORMATION ACT
Annexure Schedule

"Transfer", "Lease" etc

Transfer

Dated

23 December 98

Page

3

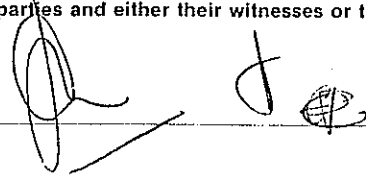
of

4

Pages

TELECOM NEW ZEALAND LIMITED the Caveator in whose name the abovementioned Caveat is lodged against the land comprised in Certificate of Title 386/43 Otago Registry **HEREBY CONSENTS** to the registration of a certain Memorandum of Transfer attached hereto **BUT SUBJECT AND WITHOUT PREJUDICE** to the rights of the Caveator protected by the said Caveat.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



RELEASED UNDER THE OFFICIAL INFORMATION ACT

Annexure Schedule

TRANSFER

Dated

Page

of

Pages

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

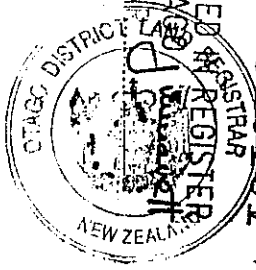
TRANSFER

Land Transfer Act 1952

Law Firm Acting
John Brandts-Gieson Barrister - Solicitor - Notary Public P.O. Box 306, Rangiora, N.Z.

Auckland District Law Society
REF. 4135

9.59 20.MAR98 945131-4
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR
356/43
80/1278



This page is for Land Registry Office use only.
(except for "Law Firm Acting")

FAXED

Transition Search Request form



Please complete this form and:

- Post to Land Information, Private Bag 1929 Dunedin
- Fax to (03) 477-3547
- Leave it in the drop box provided in our office

If payment is attached, we will deliver when complete. If payment is not included, when will advise when ready for collection and payment.

Please complete

Your Name

David Abercrombie

Your Company or Organisation

Abercrombie & Associates Limited

Method of return required (please tick)

Collect	Post	DX	Up-lift	Fax
---------	------	----	---------	-----

Address for return of search request. (PO Box, DX or fax)

P O Box 5056
DUNEDIN

Contact Phone Number to advise when ready for Collection

471 9496	direct line
025 350 818	mobile

Date

Search Required

Title	Document	Plan	Other (describe)
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Please provide sufficient information to locate the search requests you require.

T 950032-4
S.O. 24909
S.O. 24423

*missing!
not on sheet
TRY AGAIN
NEXT YEAR*

For office use only
Payment attached

Yes No

Search completed

Name Date

Delivery method

Collection	Post/DX	Fax	Uplift
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