

Crown Pastoral Land Tenure Review

Lease name: THE BEECHES II

Lease number: PO 175

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

PASTORAL LEASE LAND TENURE REVIEW

DUE DILIGENCE

THE BEECHES II

ABERCROMBIE & ASSOCIATES LIMITED

PAGE | OF | I

DUE DILIGENCE REPORT - THE BEECHES II CROWN PASTORAL LAND PRE TENURE REVIEW ASSESSMENT STANDARD 6

File Ref:

CON / 50272 / 09 / 12506 / A-ZNO

Report No:

Q V V 345

Report Date:

21 May, 2002

Accredited Supplier

ABERCROMBIE & ASSOCIATES LTD LINZ Case

No.

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];

Land for marginal strip along Pig Burn as shown marked A - B and A - C on SO 1827

The transfer along Pig Burn as shown marked A - B and A - C on SO 1827

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The transfer along

An un-registered right has been granted to a party other than the lessee by the agent for CCL for constructing a water race, in conjunction with an irrigation scheme taking water from Pig Burn, on the north eastern leased land boundary. There is no known recorded CCL consent for the occupation.

PAGE 2 OF 11

Signed by Sub-contractor:

Signed by contractor:

David J Abercrombie

Nominated Person for Accredited Supplier

Barry Dench

Team Leader for Tenure Review Quotable Value [Valuations]

Approved / Declined

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

GRANT KASPER WEBLEY

Date of decision: 27/05/07

1 Details of lease:

Lease name:

The Beeches II

Location:

Patearoa, Central Otago

Lessee:

I D McDonald, F D McDonald and O I McDonald [½ $\,$

share] and A W Weir and S G Weir [1/2 share].

Tenure:

Pastoral lease of pastoral land pursuant to the Land

Act 1948.

Term:

33 years from 1 July 1959. The lease was renewed for

a further 33 years as at 1 July 1992.

Annual rent:

\$975.00

Rental value:

\$65 000.00

Date of next review:

1 July 2003

Land registry Folio Ref:

OT386/123

[See copy at appendix 1]

Legal description:

Run 204 D, Otago Land District

Area:

2205.5368 hectares

2 File Search

Files held by accredited supplier on behalf of LINZ:

File reference	Volume	First folio num	iber Date	Last folio numb	er Date
P 212	1	1	,	174	2 August 1990
[previously kno	wn as PR 1913	and then PR 169	97]		
P 212	11	175	17 May 1990	252	8 June 1999
CON/50213/09	/12506/A-ZNO	1	29 Aug 2000	25	6 March 2002

Folios relating to uncompleted actions are:

File reference	Volume	Folio number	Date	
P 212	I	174	2 August 1990	
P 212	II	177	28 November 1990	
P 212	II	179	4 December 1990	
P 212	II	181	20 December 1990	

For further details see Section 8 of this due diligence report.

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3 Summary of lease document

Terms of lease

Lease number:

P 212

Commencement date:

1 July 1959

Renewal instrument number:

841857

[See copy at appendix 2]

Lease stock limits:

4840 sheep

Memorandum of Variation

Not applicable

Any non-standard conditions

There are no non-standard conditions

Area adjustments

The area comprising the Marginal Strips have not been deducted from the area of land leased except through application of Part IV of the Conservation Act on renewal of the lease by 841857 - for further details see appendix 3.

PAGE 6 OF 11

Registered interests

SUBSTANTIAL INTEREST	SUMMARY
841857 - Renewal	In accordance with lease provisions
893789.3 - Mortgage to NZ Guardian Trust Company Limited	Personal to McDonalds as lessee
929862.3 - Mortgage to Westpac Banking Corporation	Personal to Weirs as lessee

Unregistered interests

INTEREST	SUMMARY
Recreation permits	There is no record on file of any recreation permits over the lease
Unsecured debts	None known
Marginal Strips	Marginal strips exist along Pig Burn as shown marked A - B and A - C on SO 1827 created pursuant to Sections 24(9) and 24(F), Conservation Act 1987 was removed from the lease on renewal by 841857 - for further details see appendix 3.
Other	An un-registered right has been granted to a party other than the lessee for constructing a water race, in conjunction with an irrigation scheme taking water from Pig Burn, on the north eastern leased land boundary - for further details see appendix 4.

PACE	7	OF	- 1	ı

4 Summarise any Government programmes approved for the lease:

Not applicable

5 Summary of Land Status Report

The land the subject of this report is Crown Land subject to Pastoral Lease P 212 as certified by the Chief Surveyor, Dunedin.

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

PAGE 8 OF 11

6 Review of topographical and cadastral data

Telecommunications facilities	Believed to be not applicable
Electricity transmission facilities	Believed to be not applicable
Historic places	Believed to be not applicable
Discrepancies between fenced and legal boundaries	Believed to be not applicable
Formed Roads	The various roads/tracks do not follow a legal road alignment
Paper roads	Not applicable
Marginal strips	There are marginal strips along Pig Burn as shown marked A - B and A - C on SO 1827 created pursuant to Sections 24(9) and 24(F), Conservation Act 1987 [For further details see appendix 3]
Other [specify]	Believed to be not applicable

[See copy of cadastral plan and topographical map at appendix 5]

PAGE 9 OF 11

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:

Part Run 204B

SITUATION	STATUS
North of leased land	Crown land subject to pastoral lease as recorded in register volume OT386/60

Run 204C

SITUATION	STATUS
Northeast of leased land	Crown land subject to pastoral lease as recorded in register volume OT386/84

Part Run 711

SITUATION	STATUS
East of leased land	Crown land subject to pastoral lease as recorded in register volume OTA2/1300

Section 1, SO 24790

***************************************	SITUATION	STATUS
	East of leased land	Held for conservation purposes by GN 983219.1

Sections 1 & 13, SO 24788

SITUATION	STATUS
Southeast of leased land	Held for conservation purposes by GN5055320.2 [see also CT 9329]

Run 204 F

SITUATION	STATUS
North of leased land	Crown land subject to pastoral lease as recorded in register volume OT386/107

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8 Summarise any uncompleted actions or potential liabilities

Your attention is drawn to the following:

Land for marginal strip along Pig Burn as shown marked A - B and A - C on SO 1827 created pursuant to Sections 24(9) and 24(F), Conservation Act 1987 was removed from the lease on renewal by 841857 with no derived reduction of the leased area. Notwithstanding the lessee agreeing to the conditional lease renewal, there is no known record of compensation having been paid to the lessee for the dispossession [For further details see appendix 3].

An un-registered right has been granted to a party other than the lessee by the agent for CCL for constructing a water race, in conjunction with an irrigation scheme taking water from Pig Burn, on the north eastern leased land boundary. There is no known recorded CCL consent for the occupation [For further details see appendix 4].

ATTACHMENTS

Schedule A	land status report [including enclosures]
Appendix 1	Register volume copy of pastoral lease
Appendix 2	Memorandum of renewal of lease - 841857
Appendix 3	File search summary comprising copies of relevant supporting folios referenced in this due diligence report - Marginal Strip - SO 1827
Appendix 4	Copies of relevant un-registered agreement [water race]
Appendix 5	Cadastral plan and topographical map of pastoral lease

ABERCROMBIE AND ASSOCIATES LIMITED

'ROPERTY MANAGERS AND CONSULTANTS

P O BOX 5056 MORAY PLACE DUNEDIN

C:\DATA\CONSULT\CLIENT\QVNZ\CONTRACT2002mk2\CS Status Cert Beeches II.wpd

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	S REP	ORT		THE BEECHES II	P 212	[LIPS Ref. 12506]	
Property	1	of	1				

Land District	Otago
Legal Description	Run 204 D
Area	2205.5368 hectares
Status	Crown Land subject to Pastoral Lease P 212
Instrument of Lease	Reg Vol OT386/123 registered in Land Transfer Office but not under Land Transfer Act
Encumbrances	Marginal strip along Pig Burn as shown marked A - B and A - C on SO 1827 created pursuant to Sections 24(9) and 24(F), Conservation Act 1987 on renewal of the lease by 841857.
Mineral Ownership	Crown [see comment below]
Statute	Land Act 1948, Crown Pastoral Land Act 1998

Data Correct as at:	24 April, 2002
Accredited Supplier certification	As attached

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

Certified correct as to status:

Chief Surveyor

Land Information New Zealand, Dunedin

6/5/2002

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 Land for marginal strip along Pig Burn as shown marked A - B and A - C on SO 1827 created pursuant to Sections 24(9) and 24(F), Conservation Act 1987 was removed from the lease on renewal by 841857 with no derived reduction of the leased area. Notwithstanding the lessee agreeing to the conditional lease renewal, there is no known record of compensation having been paid to the lessee for the dispossession.

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Page 3 of 4

Research Data: Some items may not be applicable

SDI Print obtained	Yes [See attached]
NZMS 261 Ref	H 42
Local Authority	Central Otago District Council
Crown Acquisition Map	Yes To determine agreement for purchase from Ngai Tahu
SO Plan	1827
	[See evidence attached]
Relevant Gazette Notices	Not applicable
CT Reference / Lease Reference	Pastoral Lease P 212, Reg Vol OT386/123. Lease renewed by 841857. NOTE: For history of land see below [See evidence attached]
Legislation Cards	Not applicable
CLR	Yes [See evidence attached]
Allocation Maps [if applicable]	Not applicable
QVNZ Reference	28330/21000
Crown Grant Maps	Yes - There are no references for the subject property

Page 4 of 4

Research - continued

if Crown land - Check Irrigation Maps. Mining Maps			Yes There are no references for the subject property Yes There are no references for the subject property		
a]	Concessions - Advice from DoC	a]	Nil [See evidence attached from DoC]		
b]	Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998	b]	Only on divestment of freehold or a lease of fifty years or greater by LINZ as a Crown Body		
c]	Mineral Ownership	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.		
d]	Other Info				

History of ownership:

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

No record of crown grants having been made

Selected for lease and Pastoral License 1339 issued as at 1 March 1909 and comprising 5450 acres no registration.

On expiry of PL1339, Pastoral License 1692 issued as at 1 March 1924 as recorded in register volume OT335/179 [comprises 5450 acres - 2205.5368 hectares by title metric conversion].

On expiry of PL1692, Pastoral Lease 212 was issued as at 1 July 1959 as recorded in register volume OT386/123 [comprises 5450 acres - 2205.5368 hectares by title metric conversion].

Status, description of land and area are now as indicated above.



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952





Identifier

OT386/123

Land Registration District Otago

Date Registered

20 August 1959 11:42 am

Prior References

OT335/179

Type

Lease under s83 Land Act 1948

Area

2205.5368 hectares more or less

Term

Thirty-three years commencing on the first day of July 1959 and renewed for a further

33 years

Legal Description Run 204D

Proprietors

Ian Donald McDonald, Frazer Donald McDonald and Owen Ian McDonald as to a 1/2 share

Andrew William Weir and Stuart Gerard Weir as to a 1/2 share

841857 Renewal of lease for a further term of 33 years and fixing (for the first 11 years) the annual rent at \$975.00 calcualted on a rental value of \$65,000.00 - 4.11.1993 at 9.17 am

893789.3 Mortgage of their 1/2 share Ian Donald McDonald, Frazer Donald McDonald and Owen Ian McDonald to The New Zealand Guardian Trust Company Limited - 19.10.1995 at 9.59 am

929862.3 Mortgage of their 1/2 share Andrew William Weir and Stuart Gerard Weir to Westpac Banking Corporation -15.5.1997 at 12.08 pm



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

Historical Search Copy



Identifier

OT386/123

Land Registration District Otago

Date Registered

20 August 1959 11:42 am

Prior References OT335/179

Type

Lease under s83 Land Act 1948

Area

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Salah Salah ----SEEDSI LAHO A REGISTERED IN THE LAND REGISTRY OFFICE BUT NOT UNDER Registered to the LAND REGISTRY CONT. been not under the LAND TRANSFER ACE. THE LANG TRANSFER ACT. NEW ZEALAN Issued as a Renewal of [or in Eschange for] Lease Entered in the Register-book, Vol. 386 fol. 123 20 AUG 1959 registered in Fol. 335 s.fol. 179 Zach day of any 9037 11:42 o'dock Pastoral Lease of Pastoral Land under the Land Act, 1948 No. P. 212 TURN

DUIVALENT METRIC

Ren 2006

EQUIVALENT METRIC: AREA IS 2.205, 53681 SD 8.2 Sec 3 Rim 201 Rer 2050 5450 ء2 Rim 204 2054 Run 204" Smile: 80 chains to an inch. AND the L doth kereby concusus with the Lextor to follows, that is to say :-

Silling and paying therefor during the said term unto the Department of Lands and Sarvey at the Principal Land Office for the said Land District of Otage the clear annual rent of One hundrod and sufferent youngs without demand by equal kalf-yearly payments in advance on the let day of January and the let day of July in each and every year during the said term And-akso-paying in respect of the improvements specified in the Echadule hereto the sum of

) (the receipt of which sum is berely acknowledged) and thereafter

(t) half-yearly instalments of
pounds shillings pence (£) on the lat day of January and

> And the state of t

1. THAT the Lenne will felly and punctually pay the real benefits reserved at the time severals, and outgoings whateovers that now are to because may be assessed, besied, or pay merced at the times and in the manner bereinbefore named in that behalf; and also will pay seed discharge all rates, lears, and, bessel, or payable in respect of the acid land or any part or parts thereof during the raid term.

2. THAT the Lesson will within one year efter the date of this lesse take up his revilence on the said land, and the resider throughout the term of the base will reside continuously on the said land.

3. THAT the Latter will held and use the said had know fale for his own use and benefit and will not transfer, many, solder, receipage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Previded that such approval will not be necessary in the case of a courage; to the Grown or to a Department of State.

4. THAT the Lessee will at all times farm the said land dilignatly and in a hurlandlike manner according to the rules of good hecharthy and will not in any way commit warte.

3. THAT the Lences will throughout the term of his loase to the estislation of the Commissioner of Crown Londs for the Land District of Oto140 a Commissioner ") out and trim all his forces and holges, clear and keep clear the said land of all municus weeds, and will comply sarietly with the provisions of the Nozial

6. THAT the Leave will keep the said land free from wild animals, rubbits, and other vermin, and generally comply with the provisions of the Babitta Friends. Ац. 1932. 1955.

7. THAT the Leaves will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourse upon the said hand, including any drains or disches which may be constructed by the Commissioner after the communication of the term of the base; and will not at any time without the prior consent of the Commissioner after the channel of any such creek or watercourse or stop or divert the water dowing therein.

E. THAT the Leases will at all times during the said term repair and maintain and keep in good substantial strain, order, and condition all improvements belonging to the Crown farst specified in the Schedule hereto which are being purchased by the Leases) new or hereafter exected on the said land, and sail not, without the prior written consent of the Commissioner, purchased them on any part of them.

9. THAT the Loane will leave all b 9. THAT the Locuse will leaves all buildings belonging to the Court (including those specified in the Schoolse bette which are being purchased by the Locus new or hereafter at their full increable rules in the name of the Commissioner in anne insurance office approved by the Commissioner and will pay all precious follows under every such insurance of the day on which any such precious for this perceion.

10. THAT the Leasn will not introsphost the team of the lease without the prior consent of the Commissioner may be given on such terms and conditions (ucluding the payment of any such timber, tree, or bealt unless the Commissioner thinks fit, felly will, or remove any timber, tree, as bealt growing, atending, or lying on the mid-land, and that he will throughout the terms of the lesse prevent the destroction.

Provided that the consent of the Commissioner as Accessed shall not be received where any such timber or tree is confined for any agricultural, pastoral, household, realmaking, or hulling payment on the said land nor where the timber or tree has been placed by the Lexue. 10. THAT the Lexan will not throughout the term of the lease nithout the prior con

II. THAT the Leave shall not, except for the property of complying with any of the provisions of the Narrolla Tuenck Act, 1946, been any toward, seem, from, or grass on the said land to be barned, wakes in either case he shall have obtained the price consent in parting of the Computationer, which consent may be given subject to such terms conditions as the Commissioner may deep necessary.

12 THAT officers and employees of the Department of Internal Affairs shall at all whether such land or any adjoining had is inferted with deer, wild gents, wild pigs, operanges of destroying any such animals: ines have a right of lagrest, egens, and regress over the Lod exception in this tore for the was, or other naimals which the sold Department is charged with the daty of exterminating c wer the land exception in this lower for the purpose of de neue as determining outcolling, or for the

Provided that such officers and employees in the performance of the said delies shall at all times avoid under disturbance of the Lesson's stock,

13. That the locace shall exercise due care in stocking the said land and shall not everstock.

ARD it is hereby agreed and declared by and between the Lerror and the Le

(a) TUAT the Leuse risk have the exclusive right of pastures; west the said land, but shall have no right to the said

(6) THAT the Loaser shall have yet right, title, or claim whateover to any minerals (within the intending of the Load Att, 1918) on or under the surface of the soil of the said land, and all such minerals are reserved to Hib Majesty together with a free right of way over the said land in favour of the Commissioner or of only person, authorized by him and of all pursons havingly on the working, extraction, or removal of any mineral on or under the surface of the said land or any sufficient land of the Chorn, radject to the payment to the Lance of components of all damage down to improvements on the real land belonging to the Lease in the working, extraction, or removal of any such minerals;

Frontidel state chail he no right of way ever, or right to work, extract, or renove any mineral front, any part of the said land which is for the time being under assumed within the partial of a part, gender, or hard, viorand, nother; or plantation, or within 100 ranks of any buildings dwellinghouses:

Provided an unit to the prior content in the prior content in which control on the content may be given artiset to and conditions as such minerals for any expeciations, pessent, bounded, boundaring, or building purpose at the prior content in which content in the prior content in t

(c) THAT upon the expiration by elimino of time of the term bershy granted and thereafter at the expiration of each uncerding term to be granted to the Lance the origing lance shall have a right in others, he accordance with the provisions of section to [3] of the Land Act, 1918, a new last of the shall have be carried for the restriction of section to [3] of the Land Act, 1918, a new last of the said Act for a current of they related to the manter possible by last VIII provision for the restrict of the last of the l

	(6) THAT the Leaves shall have no right of sequiring the fee-simple of the mid land.
	(c) THAT the Lesses may, with this prior convent in writing of the Commissioner given subject to such conditions as the Commissioner may down accessary,
	(i) Cultivate any parties of the said land for the purpose of growing winter feed for the stock depostured thereon; (ii) Corp such area of the said land as is sufficient for the less of binaself and family and his employees;
	(iii) Plough and now in grass any portion of the said hand;
	(iv) Clear any portion of the said hand by folling and burning buth or scrob and sow the kind as cleared in green;
	(v) Surface now in grass any periton of the said land: Provided that the lense shall, on the termination of the lease, leave the whole of the area that has been ploughed or sultivated properly laid down in good purmament clovest and grasses to the satisfaction of the Committeer.
	(f) THAT the Long that for one in modify, the mid fact and whill not orthology, and include purpose of this clause it is hardy materily declared and great between the Long thickness than the clause of the clause it is hardy materially declared and great between the Long this clause it is hardy materially declared and great between the Long this clause is a long to the same material and the clause of the commandator, areas of the body the clause of the commandator, areas
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	(A) THAT these presents are interded to take effect as a pasteral base under the Land Act, 1948, and the provisions of the said Act and of the regulations made theremoder applicable to each leaves shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fally me out herein.
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	Signed by the said Commissioner, on behalf of the Lossor, in the presence of
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	Occupation Lands Clerk Deport Commissioner of Crown Lands
[數]。初日34	Address: Love Line
	Signed by the above named as Lessee, in the presence of
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通行 严 油油	E. The Mathies (Stockers)
	DIRECTOR +
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	** (f) 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 depostured on the said land does not exceed 4000 inclusive of 2640 breeding even (being an increase
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	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
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	ORIGINAL RECISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952.
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第三法院集员提出。	The second secon
A CALL BUILDING	AND THE PROPERTY OF THE PROPER
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	。 《《《西·西·西·西·西·西·西·西·西·西·西·西·西·西·西·西·西·西·

84185 morandum renewing the term of the within lease for a further term of 33 years and fixing (for the first 11 years) the number rent at \$975.00 calculated on a ental value of \$65,000.00 - 4.11.1993 at 9.17am

A.I.R.

850850 Variation of Mortgage 815866/7 - 9.3.1994 at 11.00am

A.L.R.

893789/3 Mortgage of their 1/2 share Ian Donald McDonald, Frazer Donald McDonald and Owen Ian McDonald to The New Zealand Guardian Trust Company Limited - 19.10.1995 at 9.59am

Jumavett

A.L.R.

929862/2 Transfer of their 1/2 share Ross William Manson, Donald George Manson, Gregory Noel Manson and Ian James Manson to Andrew William Weir and Stuart Gerard Weir both of Ranfurly farmers as tenants in common in equal shares - 15.5.1997 at 12.08 pm

A.L.R

929862/3 Mortgage of their 1/2 share Andrew William Weir and Stuart Gerard Weir to Westpac Banking Corporation - 15.5.1997 at 12.08 pm

A.L.R.

Arthur Ivan Mathias to John Charles Alured Mathias of Waipiata, Farmer and xander James Lloyd Martin of Ranfurly, Solicitor - 15.9.1970 at 12.09 pm A.L.R.

and share of John 383636 Mortgage of a 1 share of John Charles Alured Mathias and 1 share of John Charlet Atties and Alexander inited as to a 13,486/59000th share (jointly Mer Majesty The James Alle

Queen

803132 Transfer of the 1/2 share of Beeches Pastoral Company Limited to Peter Geoffrey Mathias of Waipiata, Farmer as to a 45,514/59000th share and Gwyneth Lynnette Mathias of Waipiata, Married Woman and The New Zealand Insurance Company inter se) as tenants in common in the said shares 9 15.4.1992 at 10.42am

A.L.R.

446620 Transfer of their 1/4 share John Charles Alured Mathias and Alexander James Lloyd Martin to Jerrald Ivan Mathias of Waipiata Farmer - 15.9.1975 at 1.77 pm

497624/9 Mortgage Gil his 1/4 share John Charles Alured Mathias to Donald Reid Otago Fanners I Him Wed 7.6.1978 at

11.5 am

NOTICE OF THE CHANGE 533065/4 OF NAME OF THE WITHIN man topaces

TO REID FARMERS LIMITED

17.4.1980 at 12.06 p.m.

703672/3 Transfer of his 144 thore John Charles Alured Mathias to Timothy Richard Johnston of Patearoa, Farmer - 1.6.1988 at 10.42am

712799/3 Mortgage PISCHARGEN Time thy Richard Johnston to 1210 FL1992s and Pastoral Finance Co

at 9.59 am

762394/1 Mortgages to Reid Limited and Reid Farde GCT1992ho (Otago) Limited am

762394/3 Memorandum of Priority ranking Mortgage 762394/1 as first mortgage and Mortgage 712799/3 as second mortgage - 4.9.1990 at 9.54 am

Ă.L.R.

815866/5 Transfer of the 1/4 share of Jerrald Ivan Mathias to Ian /Donald McDonald, Frazer Donald McDonald and Owen Ian McDonald all of Paerau farmers as tenants in common in equal shares -12.10.1992 at 9.16 am

 $\sqrt{815866/6}$ Transfer of the 1/4 share of Timothy Richard Johnston to Ian Donald McDonald, Frazer Donald McDonald and Owen Ian McDonald all of Paerau farmers as tenants in common in equal shares

12.10.1992 at 9.16 am

A.L.R.

815866/7 Mor**y**gage of the 1/2 share of Ian Domal McDonalda Frazer Donald McDon SHANGE Owe n Ian Rein Famers Limited McDonald and Reid Limited -

819363/10 Transfer of their 1/2 share Reter Geoffrey Mathias, Gwyneth Lynnette Mathias and The New Zealand Insurance Company Limited to Ross William Manson, Donald George Manson, Gregory Noel Manson and Ian James Manson all of Paerau Farmers as tenants in common in equal shares - 2.12.1992 at 10.13am.

819363/11 Mortg genschaff, share & Ross William Manson, Donald Goods Manson, Gregory Noel Manson and Lah James Manson to Trust 10.13am

Bank Otago Limited

A.L.R



From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:25 #770 P.019/036

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- Delivery Details Firm Primary Contact Street Town	Abercrombie & Associta Mr Devid Abercombie P 0 Box 5055		

MEMORANDUM OF RENEWAL AND VARIATION OF PASTORAL LEASE

IN THE MATTER of the Land Transfer Act 1952 and the Land Act 1948

AND

IN THE MATTER of Pastoral Lease No P212 registered in Volume 386 Folio 123 Otago District Land Registry from HER MAJESTY THE QUEEN to IAN DONALD MCDONALD, FRASER DONALD MCDONALD AND OWEN IAN MCDONALD ALL OF PAERAU FARMERS (1/2 SHARE) AND ROSS WILLIAM MANSON, DONALD GEORGE MANSON, GREGORY NOEL MANSON AND IAN JAMES MANSON ALL OF PAERAU FERMERS (1/2 SHARE).

Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned (1)lease registered in Volume 386 Folio 123 Otago Land Registry is renewed for a term of 33 years commencing on the 1st day of July 1992. 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 therefore for the first 11 years of the said term unto the Landcorp Property Limited at Alexandra the annual rent of \$975.00 plus GST calculated on a rental value of \$65,000.00 payable without demand by equal half yearly payments in advance on the first day of January and the first 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.

Consequent upon this renewal Marginal Strips have been reserved pursuant to Part IVA of the Conservation Act 1987 as shown on SO Plan 1827. 1. NAG 11/00

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20/02/2002 13:27 #770 P.021/036

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 her	reunto subscribed their names this 1993
SIGNED for and on behalf of HER MAJESTY THE QUEEN by the Commissioner of Crown Lands in the presence of:))))
Witness: Builten Fantoral Administration Officeupation: Behandment of Summy cine Address: Wellington	Commissioner of Crown Lands Land Information
SIGNED by the Lessee) IAN DONALD MCDONALD) in the presence of:) Witness:	Lessee
Occupation: Soherling Address: Camer	-
SIGNED by the Lessee FRASER DONALD MCDONALD In the presence of Witness:	Lessee
Occupation: Selection	-
Address:	,

From:LAND INFORMATION DUNEDIN +64 3 474 5108 20/02/2002 13:28 #770 P.022/036

SIGNED by the Lessee) OWEN IAN MCDONALD)	
in the presence of:	Colt Conald
	Lessee
Witness: (ANGUE)	
Occupation:	
Address: <u>Ulaman</u>	
SIGNED by the Lessee)	
ROSS WILLIAM MANSON	
in the presence of:	_ R W Maran
Witness:	Lessee
Occupation: Journal	
X	*
Address: Dunian	
SIGNED by the Lessee	
DONALD GEORGE MANSON)	
in the presence of:	11 1 11
r an	Lessee
Witness:	
Occupation	
Occupation:	
Address: Daniel	

From:LAND INFORMATION DUNEDIN +64 3 474 5108

20/02/2002 13:28 #770 P.023/036

SIGNED by the Lessee) GREGORY NOEL MANSON) in the presence of:)	GN Alaman
Witness:	Lessee
Occupation: Chicken	
Address: Dunedi	
SIGNED by the Lessee)	
IAN JAMES MANSON)	
in the presence of:	At Monre
Witness:	// Lessee
Occupation: Aslicito	
Address: Juneal	

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:29 #770 P.024/036

MEMORANDUM OF RENEWAL OF PASTORAL LEASE

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

HER MAJESTY THE QUEEN

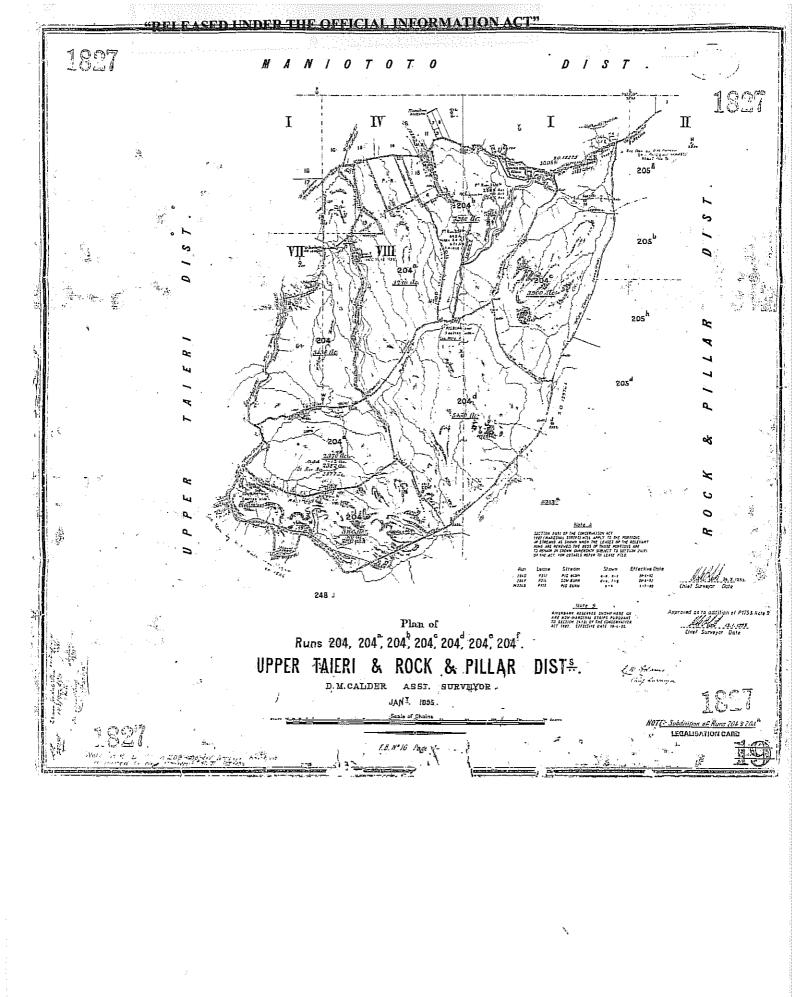
Lessor

District/Assistant Land Registrar of Otago

IAN DONALD MCDONALD
FRASER DONALD MCDONALD
OWEN IAN MCDONALD
ROSS WILLIAM MANSON
DONALD GEORGE MANSON
GREGORY NOEL MANSON
IAN JAMES MANSON

WP 0015419

LANDCORP PROPERTY LIMITED DUNEDIN



Reply to:

EXANDRA

Cc. for purposes of CPL ten review due diligance from file: 212 Voi 1174

LAND

Landcorp

CORPORATION

2 August 1990

Our Reference: P 212

Mr D M MacDonald "Gorge Farm" 1 R D RANFURLY

Dear David

PIGBURN WATER RACE

I refer to our inspection in May and subsequent telephone discussions.

It was somewhat disappointing to find that the proposal was not readily achievable on the ground. I believe that your engineer has put you in a difficult position and should be answerable for his actions. I was also concerned at the urgency which was given to our inspection when the work could not be undertaken for some months.

Having inspected the site there is some concern about the impact of the proposal on the landscape values of the area. I therefore favour a proposal which will minimise the length of race and degree of cutting required. Should the race proposal proceed I would favour piping through the side gully to long contour races. I have noticed your interest in damming the creek but cannot indicate our stance in relation to this until I see some detailed plans. I imagine that such a proposal would require a further application to the Regional Council regards the water right.

Please contact this office when you have a definite proposal that you wish to pursue. I would also expect you to provide us with the water right and permission from Mathias' and Clarkes for the work to proceed in their properties. significant changes which appear necessary Landcorp and probably DOC will need to have a further inspection when the proposal pegged on the ground. I cannot at this point indicate adequately our final response.

Please contact me if you have any further questions. I enclose your copy of the engineers report.

Yours faithfully

cc. Mr Tom Aitken Paerau 2 R D RANFURLY

700

K R Taylor

Managing Consultant

INCORPORATING LANDCORP INVESTMENTS LIMITED & LANDCORP MANAGEMENT SERVICES LIMITED

REGIONAL OFFICE

Christchurch Southstate Tower 76 Cashel Street Private Bag CHRISTCHURCH Telephone (03) 779-787 Fax (03) 798-440 DISTRICT OFFICES

Westport Government Bulldings Palmerston Street P.O. Box 65 WESTPORT Telephone (0289) 7868

Hokitika Landcorp House 49 Tancred Street P.O. Box 176 HOKITIKA Telephone (0288) 58-960 Fax (0288) 58-760 Timaru Public Trust Building 1st Floor Cnr Church & Sophia Sts P.O. Box 564 TIMARU Telephone (056) 48:340

Alexandra 4 Limerick Street P.O. Box 27 ALEXANDRA Telephone (03) 448-6935 Fax (03) 448-9099 Dunedin 258 Slewart Street P.O. Box 5744 Moray Place DUNEDIN Telephone (024) 740-571 Fax (024) 775-162 Invercargill Land Corporation Building 192 Spey Street P.O. Box 825 Telephone (021) 44:489 Fax (021) 88:628 The Field Centre Manager Department of Conservation P O Box 176 ALEXANDRA

Dear Mary

Copy for your information. This is going around in circles, so when we get a firm proposal I recommend that we start again. At this stage I will try to hand it over to Geoff.

Yours faithfully



K R Taylor Managing Consultant

cc. Manager PNA/Pastoral
Department of Conservation
P O Box 5244
DUNEDIN



Ref.Studies.Benmore2.1

PIG BURN IRRIGATION SCHENE Initial Notes

21.August,1989

Introduction

The Pig Burn irrigation proposals are basically an attempt to more equably share the limited water resource available. This has basically become available as a result of the construction of the Maniototo Irrigation Scheme extension along the eastern side of the valley.

What is proposed is a means of supplying the limited water available to that land above the proposed east side race.

Water Supply

It is possible to synthetically produce yields for the Sow Burn but these are probably of little value. Instead I have based the work on being able to extract 4 cusecs for most of the season with a further 4 cusecs spring and autumn.

These may be regarded more in the way of a reasonable estimate.

The allocations will be dictated by water rights, agreements reached as well as contributions. The allocations could be made as an so many days during a 14 day period , this would give twice as much water during the spring autumn period. The number of days that each farmer got would be negotiated based on a mix of factors.

Proposals

1 A pipe line from within the gorge carrying water up on to flats below Dave MacDonalds house to the south and splitting to enable supply over a saddle below beside the pines to the north.

Total Catchment area above = 3256 hectares Pipe from gorge = 800 metres Intake = approximately 1 metre above bed Races = approximately 2500 metres long

Ref.Studies.Benmore2.2

Costs

4 cusec = \$ 75 800 8 cusec = \$ 98 950 "

This proposal has some problems in securing the pipe from the weir through the gorge entry. In the event of a major flood it would be likely that the pipe could be damaged, the steepness of the gorge and the size of the bed debris indicate substantial force above the mouth of the gorge.

2 This proposal uses the existing intake for the Herlihy water right it is up-graded with the use of a low level weir across the creek. The pipes are also up-graded to take bigger flows as necessary and the supply to the north also made.

Costs

4 cusec = \$ 30 800

8 cusec = \$40 450

3 This proposal involves pumping from the river on to the southern terrace.

Costs

4 cusec = \$45 420

Running Costs 4455 dollars/year

4 This proposal is an estimate based on pumping from the east side race extension.

Costs

4 cusec = \$ 140 000

Running Costs 7662 dollars/year

5 This is the proposal for the race construction for the high race to tip into the gully in Clarkes.

Costs

4 cusec = \$ 9 900 ·

The spread sheets attached give the basic data used to make the calculations and estimates above.

Ref.Studies.Benmore2.3

Conclusions

It is for the farmers involved to decide on the option. This involves decisions upon water rights and their effects.

Costs wise and for ease of construction proposal 2 and 5 combined would be the most logical. That is the high level race to supply MacDonalds, part of Clarkes and part of Aitkens, with the race from the Herlihy up-graded to supply the rest.

PIZZURN IRREGATION PROPOSALS - CALCULATIONS

ORIFICE CONTROL

		Head ov	er Pipe							
dia		0.2	0.3	0.4	0.5	0.8	0.7	0.8	t	1.2
	0.065	0.00427	0.005232	0.006042	0.0067	0.007400	0.0079	0.008	0.009	0.010
	0.08	0.00647	0.007926	0.009152	0.0102	0.011210	0.0121	0.012	0.014	0.015
	0.1	0.01011	0.012385	0.014301	0.0159	0.017515	0.0189	0.020	0.022	0.024
	0.125	0.01580	0.019352	0.022346	0.0249	0.027368	0.0295	0.031	0.035	0.038
	0.155	0.02429	0.029756	0.034359	0.0384	0.042081	0.0454	0.048	0.054	0.059
			0.044711							
	0.225	0.05119	0.062701	0.072401	0.0809	0.088673	0.0957	0.102	0.114	0.125
	0.3	0.09101	0.111469	0.128713	0.1439	0.157641	0.1702	0.182	0.203	0.222
	0.375	0.14221	0.174171	0.201115	0.2248	0.246315	0.2660	0.284	0.317	0.348
	0.4	0.16180	0.198167	0.228824	0.2558	0.280251	0.3027	0.323	0.361	0.396
	0.45	0.20478	0.250806	0.289606	0.3237	0.354693	0.3831	0.409	0.457	0.501
	0.6	0.38405	0.445877	0.514855	0.5756	0.630566	0.6810	0.728	0.814	0.891
			0.483808							

PIPE FLOW CONTROL

		••	5
diameter		2=n/sec	3 = m/se
9.065	4.97746 litre/sec	6.6366 litre/sec	9.954 litres/sec
0.08	7.53982 litre/sec	10.053 litre/sec	15.07 litres/sec
0.1	11.7809 litre/sec	15.707 litre/sec	23.56 litres/sec
0.125	18.4077 litre/sec	24.543 litre/sec	36.81 litres/sec
0.155	28.3037 litre/sec	37.738 litre/sec	56.60 litres/sec
0.19	42.5293 litre/sec	56.705 litre/sec	85.05 litres/sec
0.225	59.6411 litre/sec	79.521 litre/sec	119.2 litres/sec
0.3	106.028 litre/sec	141.37 litre/sec	212.0 litres/sec
	165.669 litre/sec	220.89 litre/sec	331.3 litres/sec
0.4	188.495 litre/sec	251.32 litre/sec	376.9 litres/sec
0.45	238.564 litre/sec	318.08 litre/sec	477.1 litres/sec
	424.115 litre/sec	565.48 litre/sec	848.2 litres/sec
0.625	460.194 litre/sec	613.59 litre/sec	920.3 litres/sec

	dia	flow			dist	loss
Friction	0.200	0.03	140,00	0.00	800.00	3.52 3.568
E&E,8ends			1.00			0.05
Friction	0.250	0.03	140.00	0.00	800.00	1.19 1.207
E&E,Bends			1.00			0.02
Friction	0.250	0.06	140.00	0.01	800.00	4.28 4.358
E&E, Bends			1.00			0.08
Friction	0.315	0.06	140.00	0.00	800.00	1.39 1.419
E&E,Bends	,		1.00			0.03
Fri ⁻⁺ ion	0,315	0.09	140.00	0.00	800.00	2.94 3.010
Ea., Lends			1.00			0.07
Friction	0.375	0.09	130.00	0.00	800.00	1.44 1.511
E&E,Bends			2.00			0.07
Friction.	0.375	0.12	130.00	0.00	800.00	2.46 2.578
E&E, Bends			2.00			0.12

PIGRURN IRRIGATION PROPOSALS - CALCULATIONS

Friction	0.375	0.15	130.00	0.00	800,00	3.71 3.902
E&E,Bends			2.00			0.19
Friction	0.375	0.18	130.00	0.01	800.00	5.20 5.475
E&E,Bends			2.00			0.27
Friction	0.450	0.18	140.00	0.00	800.00	1.87 1.997
E&E,Bends			2.00			0./13
Friction	0.450	0.24	140.00	0.00	800.00	3.18 3.411
E&E,Bends			2.00			0.23
Friction	0.500	0.24	140.00	0.00	800.00	1.90 2.055
E&E,Bends			2.00			0.15
Friction	0.550	0.24	140.00	0.00	800.00	1.20 1.300
E&E,Bends			2.00			0.10
Friction	0.600	0.24	140.00	0.00	800.00	0.78 0.856
·E&E,Bends			2.00			0.07
Friction	0.650	0.24	140.00	0.00	800.00	0.53 0.583
E&E,Bends			2.00			0.05

Broad Crested Weirs

flow across cumecs

length dow					2		6	~			30	
10	0.08053	0.105536	0.127848	0.1483	0.235500	0.3738	0.489	0.593	0.688	1.093	1.432	
		0.066483										
		0.041882										
		0.031961										
80	0.02013	0.026384	0.031961	0.0370	0.058874	0.0934	0.122	0.148	0.172	0.273	0.358	
		0.022737										
		0.020134										
		0.018168										
160	0.01268	0.016620	0.020134	0.0233	0.037088	0.0588	0.077	0.093	0.108	0.172	0.225	
180	0.01172	0.015365	0.018614	0.0215	0.034287	0.0544	0.071	0.086	0.100	0.159	0.208	

Sharp Crested Weirs

flow across cumecs

	LIOM GP	LO22 CAME	.,7								
length dow											
0.5	0.10243	0.162610	0.213080	0.2581	0.409755	0.5168	0.668	1.061	1,684	1,954	2.206
0.75	0.07817	0.124095	0.162610	0.1969	0.312701	0.3944	0.510	0.809	1,285	1,491	1.684
.1	0.06453	0.102438	0.134232	0.1626	0.258129	0.3255	0.421	0.668	1.061	1.231	1.390
1.5	0.04924	0.078174	0.102438	0.1240	0.196989	0.2484	0.321	0.510	0.809	0.939	1.061
1.7	0.04530	0.071916	0.094237	0.1141	0.181219	0.2285	0.295	0.469	0.744	0.864	0.976
2	0.04065	0.064531	0.084560	0.1024	0.162610	0.2051	0.265	0.421	0.668	0.775	0.875
2.5	0.03503	0.055611	0.072872	0.0882	0.140133	0.1767	0.228	0.362	0.576	0.668	0.754
		0.049246									
4	0.02560	0.040652	0.053269	0.0645	0.102438	0.1292	0.167	0.265	0.421	0.488	0.551
		0.035033									

Flow Through Pipe uPVC using Lamonts Formula

OI	יח חות	Length	Height	Flow 1/sec	aprox Flow in Head				
1.5	208	800	2	25,84391	0,86				
	208	800	2.5	29.31324	0.98				
	240	800	2	37.99737	1.27				
	240	800	2.5	43.09822	1.44				
	315	800	2	79.04131	2.63				

PIGAURN IRRIGATION PROPOSALS - CALCULATIONS

315	800	2.5 89.65197	2.99
410	800	3 202.1117	6.74
410	800	2.5 182.3449	6.08

IRRIGATION DESIGN - PUMP LIFT

CLIENT:- PIGBURN Job No

Irrigation Type: Contour
Nozzle size
Number of Outlets 1
Flow Rate in L/min 7200 1/min
Pressure in Kpa

Maximum Dist Kain 150
Maximum Dist Sub Mn 0
Dia Main nm 250
Dia Sub Main 1
Sprinklers per Sub 0

Friction 0.250 0.12 130.00 0.02 150.00 3.32 4.843 E&Conds K= 5.00 1.52 Tol... Hains Loss in Kpa= 48.43075

or

4 head

Friction 0.001 0 140.00 0.00 0.00 0.00 0 E&E,Bends K= 2.50 0.00 Total Mains Loss in Kpa= 0

Total Pressure Required from Pump in Kpa= 48.43075

PTORURN IRRIGATION PROPOSALS - CALCULATIONS

COSTINGS Proposal f

Intake Type Conc	Length 30	Height 2	Rate 250	Cost 22500

Pipe Section	on					
Dia	Type	length	Flow	Rate	Inst Rate	Cost
250	uPVC	800	0.06	38	20	46400
315	ARXCO	800	0.09	39	25	51200
375	conc	800	0.12	25	30	44000
450	ARHCO	800	0.24	52	30	65600

Race	Section	ın			
	Flow	Length	Rate	Diff	Cost
	0.12	1000	3	1	3000
	0.12	500	3	1.2	1800
	0.12	1000	3	1,5	4500
10					
	0.24	1000	3.5	1	3500
	0.24	500	3.5	1.2	2100
	0.24	1000	3.5	1.5	5250

Total	Costs	
	Flow	Costs
	0.12	75800
	0.24	98950

PIGBURN IRRIGATION PROPOSALS - CALCULATIONS

COSTINGS Proposal 2

Intake				
Туре	Length	Height	Rate	Cost
Conc	100	1	50	5000

Dia	Type	Length	Flow	Rate	Inst	Rate	Cost
250	uPVC	300	0.06	38		20	17400
315	ARHCO	300	0.09	39		25	19200
375	conc	300	0.12	25		30	16500
450	ARHCO	300	0.24	52		30	24600

Race	Sectio	ın			
	Flow	Length	Rate	Diff	Cost
	0.12	1000	3	1	. 3000
	0.12	500	3	1.2	1800
٠.	1,12	1000	3	1.5	4500
or	1				
	0.24	1000	3.5	1	3500
	0.24	500	3.5	1.2	2100
•	0.24	1000	3.5	1.5	5250

Total	Costs	
	Flow	Costs
	0.12	30800
	0.24	40450

PIGBURN IRRIGATION PROPOSALS - CALCULATIONS

COSTINGS Proposal 3

Pump

Type Cost Electrics Shed Cost Ajax IS 12000 5000 1000 18000

Electric Supply

50 kw 4 pole 3 phase Cost= 15000

Pipe Section

Dia Type Length Flow Rate Inst Rate Cost 250 uPVC 150 0.06 38 20 8700

Race Section

Flow Length Rate Diff .. Cost 0.12 1000 3 3000 1 0,12 200 3 1.2 720 0.12 0 3 1.5

Total Costs

Flow Costs 0.12 45420

Running Cost

50 Kw at 5.94 c/kwh for 1500 hours = 4455 dollars/year

PIGBURN IRRIGATION PROPOSALS - CALCULATIONS

COSTINGS --Proposal 4

Pump

Type Cost Electrics Shed Cost Ajax IS 15000 5000 1000 21000

Electric Supply

86 kw 4 pole 3 phase Cost=

Pipe Section

 Dia Type
 Length
 Flow
 Rate Inst Rate Cost

 250 uPVC
 2000
 0.06
 38
 20 116000

Race Section

Flow Length Rate Diff Cost 0.12 1000 3 1 3000 0,12 0 3 1.2 0 0.12 0 3 1.5 0

Total Costs

Flow Costs 0.12 140000

Running Cost

86 Kw at 5.94 c/kwh for 1500 hours =7662. dollars/year

PIGBURN IRRIGATION PROPOSALS - CALCULATIONS

COSTINGS Proposal 5

Intake	14				3.7
Type		Length	Height	Rate	Cost
Conc		20	1	50	1000

Pipe	Section			
	Dia Type	Length	Flow Rate Inst	Rate Cost
	250 uPVC	20	0.06 38	20 1160
	315 ARHCO	20	0.09 39	25 1280
	375 conc	20	0.12 25	30 1100
8	450 ARHCO	20	0.24 52	30 1640
				# * T

Race	: Section	M		\$ -2.70 PER-	
	Flow	Length	Rate	Diff	Cost
	0,12	500	3.	1	- 1500
	0.12	500	3	1.2	1800
	0.12	1000	3	1.5	4500
Ĺ	•				
	0.24	500	3.5	1	1750
	0.24	500	3.5	1.2	2100
	0.24	1000	3.5	1.5	5250

Total	Costs	
	Flow	Costs
	0.12	9900
	0.24	11740