

**NOTICE OF A REQUIREMENT FOR A DESIGNATION UNDER SECTION 168 OF
THE RESOURCE MANAGEMENT ACT 1991**

To: Queenstown Lakes District Council

The Minister of Education (“the Minister”) gives Notice of Requirement for a designation for a public work.

a) The site to which the Requirement applies is as follows:

A plan showing the location of the land subject to this requirement and the Certificate of Title OT4C/1372 is included in Annexure A.

Photographs of the site are attached in Annexure B.

This is a Notice of Requirement for Makarora Primary School, 31 Rata Street, Makarora. The school has been operating from this site since 1969. The site is on Map 16 of the QLDC Planning Maps and is zoned Township Zone. The legal description is Pt Section 4688 BLK 1 Mckerrow SD and comprises 4871m². The requiring authority is the Ministry of Education. The purpose of the designation is “*Education Purposes*”.

b) The nature of the proposed public work is:

Pre-school children attend the playgroup on the school site. There also is a school house on the site at 25 Rata Street. These activities are intended to be covered by the designation.

There also is a Community Centre on the school site out of which a community library operates under the control of the QLDC. The operation of these community activities, to the extent that they are used for non-educational purposes, are not included in the scope of this designation.

Makarora Primary School is a small isolated Full Primary (years 1-8) school with a roll of 14 and 1.3equivalent FTE teachers. The school is a single storey beige coloured building with grassed areas, a netball court and landscaped areas. There is a wall, hedge and picket gate separating the school frontage from Rata Road. The Preschool is held in the adjoining Community Centre and is currently attended by 6- 8pre schoolers.

There is car parking for 2 vehicles on the site.

c) The nature of the proposed restrictions that would apply are:

No conditions are proposed as there are not considered to be any adverse effects as a result of the designation.

d) The effects that the public work will have on the environment, and the ways in which any adverse effects will be mitigated are:

Effects on the Environment

As the School has been operating from the 31 Rata Street site since 1969 there are no construction effects to be considered as part of this notice. Potential effects on the environment from operation of the school /preschool are as follows:

- Operational effects, including traffic effects;
- Visual amenity;
- Noise.

Operational effects, including traffic effects

The primary school has a roll of 14 pupils, 1.3 FTE teachers and 2 part time administrative staff. The school operates during the term time for teaching and some of the holiday times for administrative purposes. The school is open for the normal school hours (8.30 – 3.30) but may also be open in the evenings or weekends for parent teacher evenings, school plays etc.

The preschool (playcentre) is currently attended by 6-8 infants who are under the charge of one parent help. The preschool is open only one morning a week currently but reserves the right to open for other days should this be beneficial to the community.

There have been no complaints regarding the operation of the school /preschool that are known to the MOE. From this it is inferred that there are no issues regarding traffic, parking or traffic congestion arising from use of the school site for these activities. Any environmental effects of operation of school will primarily arise from the morning drop off and parents picking up their children in the afternoon. Indoor activities taking place will not have any effect on the environment as they are taking place inside a building.

The school operates a school van to transport some of its pupils and others walk or are dropped off by family members. There are 2 car parks within the school grounds for use by staff members, and the road reserve outside the school is utilised for other car parking, as required. As the school is small, even if there is a school function there are unlikely to be more than a dozen cars parked outside the school.

Visual Amenity

This application is for operation of a school and preschool in existing buildings at 31 Rata Street. There are currently no plans for further buildings. As the existing buildings have all been in place for at least 18 years they are considered to be part of the existing environment. For this reason there are not considered to be any effects on visual amenity, beyond those existing, due to operation of the school/preschool.

Noise

The noise of the children playing outside has not been measured but as Makarora is sparsely populated with a rural amenity it is not considered there are any adverse effects

of noise that are more than minor. Furthermore the Ministry is not aware of any complaints. However it is possible they could be heard by their closest residential neighbour at 30 Rata Street to the west of the Rata Street entrance to the school.

The operation of a school/preschool is not inherently noisy with play outside occurring at various times during the day depending on the weather and will be interspersed with periods of indoor learning. 14 primary school children and 8 preschool children under the control of a teacher or parent help are unlikely to generate sufficient noise so as to be a nuisance.

For these reasons any noise effects are considered to be less than minor.

Part II of the Resource Management Act 1991

Section 5 - Purpose

Section 5 of the RMA seeks to promote the sustainable management of natural and physical resources. Furthermore, it states that activities must be managed so that adverse effects on the environment are avoided, remedied or mitigated. The school is an existing physical resource and must be sustainably managed, i.e. use made of the existing buildings and provision made for their maintenance and repair. The school/preschool provides an important community education service with minimal adverse effects on the environment. Positive effects are being enjoyed by the local community through the provision of education in this area. This adds to the economic and social wellbeing of the local community. For these reasons the use of the school for education purposes and provision for its future needs by way of the designation process is considered to be sustainable management.

Section 6 – Matters of National Importance

Section 6 of the RMA sets out matters of national importance that are to be recognised and provided for. However this application does not raise any issues that are relevant to the section 6 matters of national importance.

Section 7 – Other Matters

Section 7 of the RMA sets out those “other matters” that Council is to have particular regard to. The relevant Section 7 matters are:

The maintenance and enhancement of amenity values (Section 7(c));

and

Maintenance and enhancement of the quality of the environment (Section 7(f)).

The established school and preschool offers community education based services to the local community which contributes to the maintenance and enhancement of amenity values. As the maintenance of the buildings and grounds will be continued the quality of the environment will be maintained.

Section 8 – Treaty of Waitangi

The proposal will not conflict with the principles of the Treaty of Waitangi.

Relevant Rules, Policy Statements and Plans

Queenstown Lakes District Plan

Under Rule 9.2.3.1 Educational activities are permitted as of right in the Townships Zone, provided they comply with all site and zone standards. The Makarora Primary School does not comply with the following rules:

Site Standard 9.2.5.1X Nature and Scale of Non-Residential activities: *“No more than 40 m² of the gross floor area of buildings on the site shall be used for non-residential activities.”*

Assessment: The school buildings are 120 m² and so do not comply.

Chapter 14 Transportation Rules

Site Standard 14.2.4.1 Parking and Loading (x) Set down Areas: *“All educational activities must provide an onsite manoeuvre area to allow vehicles to set down and pick up children. Such areas shall be provided to ensure that no vehicle is required to reverse either onto or off the site.”*

Assessment: The school does not have such an area and so does not comply.

Due to the above non-compliances education activities at Makarora School are not a permitted activity and would require resource consent as a non-complying activity under Rule 9.2.3.4.

Relevant Objectives and Policies of the QLDC District Plan include the following:

Objective 1

“Recognition of the particular character, built environment and range of uses existing in individual townships”

Policy 1.1 *“To encourage consolidation of the townships within identified boundaries.”*

Policy 1.6 *“To provide for a range of small scale non-residential activities in the towns subject to listed standards to ensure development consistent with the predominant residential development.”*

Policy 1.8 *To provide for the protection of a range of existing non-residential uses by way of scheduled site.”*

The proposal is considered to be consistent with the above objectives and policies for the Makarora Township Zone as the proposal ensures that the school activities are carried out in existing buildings on the existing site thus keeping within the existing township boundary. The proposal is small scale and school / preschool activities are consistent with residential development as they offer services that contribute to the residential amenity. Furthermore the proposal is for non-residential activity which has been carried out on the site for many years.

For the reasons discussed above, it is considered that the proposal is consistent with the relevant Objectives and Policies of the QLDC District Plan.

e) Alternative sites, routes, and methods have been considered to the following extent:

No alternative sites have been considered. The school and preschool are all well established on the present site which has been used for these activities for over many years, since 1969 for the school and since 1995 for the preschool.

The designation is required to ensure that all present and future activities on the site are authorised under the Resource Management Act 1991. It is also consistent with Ministry of Education policy to designate school sites.

f) The public work and designation are reasonably necessary for achieving the objectives of the requiring authority because:

The Minister is a requiring authority under section 166 of the Act. The Minister has financial responsibility for state owned schools, so may give the District Council a notice of requirement for a designation for such works.

The designation is required to provide for the on-going use and reasonable needs of the school and preschool in order to meet the educational needs of the community. The underlying zone (ie Township Zone) in the District Plan does not provide for Educational facilities as permitted activities. The designation is needed to ensure that it applies to all the educational activities that are undertaken on the school site so that the school can be planned and used in an integrated manner on an ongoing basis.

g) The following resource consents are needed for the proposed activity and have been applied for:

No resource consents will be required for any school related works on this site once the designation has been approved, as no works are currently proposed.

h) The following consultation has been undertaken with parties that are likely to be affected:

The local community will be aware of the locality of the school site and the activities operating from therein as it has been operating from this site since at least 1969. There is only one immediate residential neighbour at 30 Rata Street to the east of the site and across the road.

The Crown (represented by the Minister of Education) who own all parcels of land included in the Makarora Primary School site, and the School Board of Trustees who occupy the school, agree to the designation.

No other parties are considered to be adversely affected by the designation, given the long established school use of the land. This is largely an administrative matter to ensure a long established school and preschool and used for school activity has a suitable status under the RMA. No change of activity on this part of the school campus is envisaged.

The Minister of Education attaches the following information required to be included in this Notice by the district plan, regional plan or any regulations made under the Resource Management Act 1991:

- **Annexure A: Certificate of Title and Caveats**
- **Annexure B: Photographs of the Site**

Signed by:



.....
Warren Parke
Acting Group Manager Service Delivery
Education Infrastructure Service
Ministry of Education

.....
11/5/15
Date

Address for Service:

Julie McMinn
Resource Management Planner
Opus International Consultants Ltd
197 Rattray Street
Dunedin
Phone 03 471 5591

Email julie.mcminn@opus.co.nz

Annexure A: Certificate of Title and Caveats



COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952



R.W. Muir
Registrar-General
of Land

Search Copy

Identifier OT4C/1372
Land Registration District Otago
Date Issued 19 July 1971

Prior References
GN 372531

Estate Fee Simple
Area 4871 square metres more or less
Legal Description Part Section 4688 Block I McKerrow
Survey District
Purpose State Primary School

Proprietors
Her Majesty the Queen

Interests

845630 CAVEAT BY MAKARORA TOURIST CENTRE LIMITED - 22.12.1993 AT 10.30 AM
891081 CAVEAT BY MAKARORA VALLEY COMMUNITY - 13.9.1995 AT 9.41 AM
954886.6 Transfer creating the following easements - 23.9.1998 at 9.06 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Convey power	Part Section 4688 Block I McKerrow Survey District - herein	x-y DP 25715	Lot 1 Deposited Plan 25715 - CT OT17D/358	Section 243 (a) Resource Management Act 1991
Convey telephone services	Part Section 4688 Block I McKerrow Survey District - herein	x-y DP 25715	Lot 1 Deposited Plan 25715 - CT OT17D/358	Section 243 (a) Resource Management Act 1991
Convey power	Part Section 4688 Block I McKerrow Survey District - herein	x-y DP 25715	Lot 2 Deposited Plan 25715 - CT OT17D/359	Section 243 (a) Resource Management Act 1991
Convey telephone services	Part Section 4688 Block I McKerrow Survey District - herein	x-y DP 25715	Lot 2 Deposited Plan 25715 - CT OT17D/359	Section 243 (a) Resource Management Act 1991
Convey power	Part Section 4688 Block I McKerrow Survey District - herein	x-y DP 25715	Lot 3 Deposited Plan 25715 - CT OT17D/360	Section 243 (a) Resource Management Act 1991
Convey telephone services	Part Section 4688 Block I McKerrow Survey District - herein	x-y DP 25715	Lot 3 Deposited Plan 25715 - CT OT17D/360	Section 243 (a) Resource Management Act 1991
Convey power	Part Section 4688 Block I McKerrow Survey District - herein	x-y DP 25715	Lot 4 Deposited Plan 25715 - CT OT17D/361	Section 243 (a) Resource Management Act 1991
Convey telephone services	Part Section 4688 Block I McKerrow Survey District - herein	x-y DP 25715	Lot 4 Deposited Plan 25715 - CT OT17D/361	Section 243 (a) Resource Management Act 1991

959832.1 SUBJECT TO PART 9 OF THE NGAI TAHU CLAIMS SETTLEMENT ACT 1998 (WHICH PROVIDES FOR CERTAIN DISPOSALS RELATING TO LAND TO WHICH THIS CERTIFICATE OF TITLE RELATES TO BE OFFERED FOR PURCHASE OR LEASE TO TE RUNANGA O NGAI TAHU IN CERTAIN CIRCUMSTANCES) 23.12.1998 AT 9.15 AM.

891081

LAND TRANSFER ACT 1952

L. 60. 28

DISTRICT OF OTAGO


TAKE NOTICE that a caveat, No. 891081/2, has been lodged with me by MAKARORA VALLEY COMMUNITY INCORPORATED

forbidding the registration of any Memorandum of Transfer or other instrument affecting the undermentioned land viz:--

Land affected	Vol.	Fol.
4871 square metres more or less being Part Section 4688 Block I McKerrow Survey District	4C	1372

Dated at the Land Registry Office, DUNEDIN this day of SEPTEMBER, 19 95

TO HER MAJESTY THE QUEEN
MINISTRY OF EDUCATION
PROPERTY MANAGEMENT
PRINCES STREET
PO BOX 1255
DUNEDIN


District Land Registrar,
Assistant,

Approved by the Registrar-General of Land, Wellington: 651145.1/84

CAVEAT

FORBIDDING REGISTRATION OF DEALING WITH ESTATE OR INTEREST

To the District Land Registrar of the District of

Take notice that I/we **MAKARORA VALLEY COMMUNITY INCORPORATED** at Makarora

hereinafter called the caveator, claiming estate or interest by virtue of (*Here state the nature of the estate or interest claimed and the ground on which it is claimed*)

by virtue of its standing as purchaser pursuant to an agreement to acquire the within described land made between the registered proprietor and Makarora Tourist Centre Limited dated 5th August 1970 the benefit of which has been assigned to the caveator by deed of assignment dated 21 June 1995 (a copy of in the following land which is annexed hereto)
4871m² part Section 4688, Block I, McKerrow District, Certificate of Title 4C/1372, Otago Registry

forbid the registration of any memorandum of transfer or other instrument affecting the said land until this caveat is withdrawn by me or by order of the High Court, or until the same has lapsed under the provisions in that behalf contained in section 145 of the Land Transfer Act 1952.

And I/we appoint **BODKINS, Solicitors, Limerick Street, PO Box 268, Alexandra**

as the place at which notices relating hereto may be served.

The address for service of the registered proprietor is as follows:

Ministry of Education Property Management, Princes Street, PO Box 1255, Dunedin

Dated this

11th

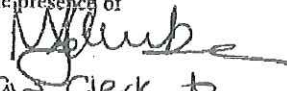
day of

September

19 95

Executed by the caveator **MAKARORA VALLEY COMMUNITY INCORPORATED** by its solicitors and duly authorised agents **BODKINS** per: **PETER REDMOND**

(by the affixing of its common seal) **McCONNELL**
in the presence of


M. J. AUCKRAM
Law Clerk to
Bodkins
Solicitors
Alexandra.

**CAVEAT
Forbidding Registration
of Dealing with
Estate or Interest**

Correct for the purposes of the Land Transfer Act.

(Solicitor for) the caveator

Caveator

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

Registered Proprietor

District
Assistant Land Registrar
of the District of

Check List to assist solicitors

- All blanks completed on page 1?
- Caveator's name and description?
- Caveator's registrable estate linked to registered proprietor's estate?
- Legal description correct?
- Signatures witnessed by approved witnesses?
- Caveator's address for service within Registration District of Land?
- Registered proprietor's address for service?

THIS DEED is made this 21st day of June 1995

BETWEEN MAKARORA TOURIST CENTRE LIMITED at Alexandra ("the Assignor")

AND MAKARORA VALLEY COMMUNITY INCORPORATED a duly incorporated society having its registered office at Makarora ("the Assignee")

BACKGROUND TO THIS AGREEMENT

- A. The Assignor under its previous company name The Haast Pass Tourist Services Limited (which name was changed to Makarora Tourist Centre Limited on 24 August 1992) is a party to a Memorandum of Agreement entered into with Her Majesty the Queen ("the said Agreement") a photocopy of which is hereto annexed.
- B. The said Agreement related to the sale by the Assignor of certain lands.
- C. The Assignor retained the right to repurchase the lands contained in the said Agreement in the event of such lands becoming surplus to the Crown's requirements.
- D. The Assignor wishes to assign its rights under the said Agreement for the benefit of the Makarora community.
- E. The Assignee is a community organisation established for the benefit of the Makarora area generally.

THIS DEED WITNESSES:



1. IN consideration of the sum of 10c paid to the Assignor to the Assignee, the receipt of which sum is hereby acknowledged, the Assignor hereby assigns, transfers and sets over

unto the Assignee all that its right, title, interest and benefit under the said Agreement entered into with the Crown.



2. THE Assignee indemnifies the Assignor from and against any costs, claims, demands, actions or proceedings which may at any time hereafter be brought against the Assignor in respect of any matters arising out of or in consequence of this agreement.

IN WITNESS WHEREOF these presents were executed the day and year first hereinabove written.


EXECUTED by MAKARORA TOURIST CENTRE LIMITED as Assignor by and under the authority of:

 Director
 Director

EXECUTED by MAKARORA VALLEY COMMUNITY INCORPORATED as Assignee by and under the authority of:

 Authorised Signatory
 Authorised Signatory

Witnessed by:

Signature: 
Occupation: Bulder
Address: PO BOX 47 Wanaka

MEMORANDUM OF AGREEMENT

- (1) Full Name: HAAST PASS TOURIST SERVICE LIMITED of
- (2) Address and Occupation: A duly registered company having its registered office at Haast Pass.

(hereinafter called the owner) being the ~~owner~~ ^{owner} of the land hereinafter mentioned for an estate of ~~leasehold~~ ^{freehold} in possession hereby offers to sell to Her Majesty the Queen for the sum of ten cents

(-----\$0.10-----)

- (3) Delete if not applicable: free of (3) all leases and tenancies and discharged from all encumbrances all the piece(s) of land comprising about 1 acres 0 roods 4.1 perches being Part Section 4688, Block I, McKerrow District (shown edged red on attached plan) and being ^{all} ~~part~~ of the land in Certificate of Title A1/672

of the Otago Registry on and subject to the conditions set out in Notes A and C endorsed on the reverse hereof:

OR ALTERNATIVELY at the option of the Minister of Works the owner agrees to the taking by Proclamation under the Public Works Act, 1928, of such piece(s) of land and to accept the above sum in full settlement of compensation for the said land together with the rights, easements and appurtenances thereto belonging and all his estate and interest therein as aforesaid and of all claims and demands in respect thereof or in respect of damage to the surrounding land by severance or otherwise howsoever: And the owner hereby authorises Her Majesty to retain and pay (if demanded) to the persons entitled the whole or a sufficient portion of the compensation to release the land agreed to be taken from all encumbrances affecting the same: And the owner further agrees to adduce a good title to the said land and to comply with the requirements set out in Notes B and C on the reverse hereof.

The Common Seal

~~SIGNED by the said~~

Haast Pass Tourist Service Limited was Hereunto Affixed

(Owner)

in the presence of:

[Signature] Date: *[Signature]*

Witness:

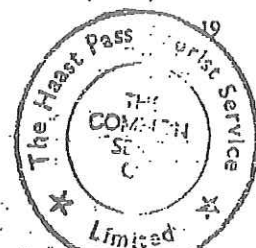
[Signature]

Address:

[Signature]

Occupation:

[Signature]



Acting on behalf of Her Majesty the Queen pursuant to Section 13 of the Public Works Amendment Act, 1948, and pursuant to an authority given to me by the Minister of

Works I hereby accept the above offer to sell. confirm the above agreement to take by Proclamation.

DATED at Juneda this 5th day of August 1970.

SIGNED by

MORRIS GLYNDWR MCKENZIE

[Signature]
Person authorized by the Minister of Works.

in the presence of:

Witness:

[Signature]

Address:

[Signature] Ministry of Works, Dunedin, N.Z.

Occupation:

[Signature] Law Clerk

DATED _____ 1995

BETWEEN MAKARORA TOURIST CENTRE
LIMITED at Alexandra
Assignor

AND MAKARORA VALLEY COM-
MUNITY INCORPORATED
Assignee

DEED OF ASSIGNMENT

BODKINS
SOLICITORS
ALEXANDRA



... ..

Q.41 13. SEP 95 891081

PARTICULARS ENTERED IN REGISTER

LAND REGISTER OTAGO

ASST. LAND REGISTRAR



845630

LAND TRANSFER ACT 1952

L & D. 23

DISTRICT OF OTAGO

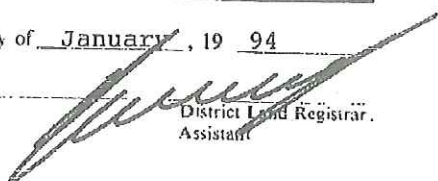
TAKE NOTICE that a caveat, No. 845630, has been lodged with me by MAKARORA TOURIST CENTRE LIMITED forbidding the registration of any

Memorandum of Transfer or other instrument affecting the undermentioned land viz:—

Land affected	Vol.	Fol.
4871m ² more or less being part Section 4688 McKerrow District	4C	1372

Dated at the Land Registry Office, Dunedin, this 7th day of January, 19 94

To Ministry of Education Property Management
P O Box 1225
Princes Street
DUNEDIN


District Land Registrar,
Assistant

MEMORANDUM OF AGREEMENT

- (1) Full Name
(2) Address and Occupation
(3) Delete if not applicable

(1) HAAST PASS TOURIST SERVICE LIMITED of
(2) A duly registered company having its registered office at Haast Pass.

(hereinafter called the owner) being the ~~owner~~ ^{owner} ~~lessee~~ of the land hereinafter mentioned for an estate of ~~freehold~~ ^{freehold} ~~leasehold~~ in possession hereby offers to sell to Her Majesty the Queen for the sum of ten cents

(-----\$0.10-----)

free of (3) all leases and tenancies and discharged from all encumbrances all the piece(s) of land comprising about 1 acres 0 roods 4.7 perches being Part Section 4688, Block I, McKerrow District (shown edged red on attached plan)

and being ^{all} ~~part~~ of the land in Certificate of Title A1/672

Otago Registry on and subject to the conditions set out in Notes A and C endorsed on the reverse hereof:

OR ALTERNATIVELY at the option of the Minister of Works the owner agrees to the taking by Proclamation under the Public Works Act, 1928, of such piece(s) of land and to accept the above sum in full settlement of compensation for the said land together with the rights, easements and appurtenances thereto belonging and all his estate and interest therein as aforesaid and of all claims and demands in respect thereof or in respect of damage to the surrounding land by severance or otherwise howsoever: And the owner hereby authorises Her Majesty to retain and pay (if demanded) to the persons entitled the whole or a sufficient portion of the compensation to release the land agreed to be taken from all encumbrances affecting the same: And the owner further agrees to adduce a good title to the said land and to comply with the requirements set out in Notes B and C on the reverse hereof.

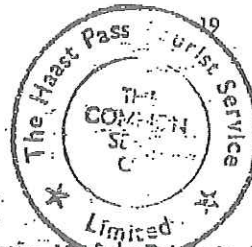
The Common Seal
~~SIGNED by the said~~

Haast Pass Tourist Service Limited was Hereunto Affixed

(Owner)

in the presence of:

Witness: Street
Address: Haast Pass
Occupation: Secretary



Acting on behalf of Her Majesty the Queen pursuant to Section 13 of the Public Works Amendment Act, 1948, and pursuant to an authority given to me by the Minister of Works I hereby accept the above offer to sell and confirm the above agreement to take by Proclamation.

DATED at Invercargill this 5th day of August 1970.

SIGNED by

MORRIS GLYNDWR MCKENZIE

M.G. McKenzie
Person authorised by the Minister of Works.

in the presence of:

Witness: John
Address: Minister of Works, Dunedin, N.Z.
Occupation: Law Clerk

All correspondence is to be addressed to :-

The District Commissioner of Works,
Ministry of Works,

DUNEDIN.

NOTE A

CONDITIONS RELATING TO TRANSFERS

1. DATE OF SETTLEMENT
The date of settlement shall be:
(a) One month from acceptance of offer if survey or diagram on the transfer is not required for giving title or,
(b) Six weeks from acceptance of offer if diagram on the transfer will suffice for giving title or,
(c) Three weeks from depositing of land transfer plan if survey is required for giving title. Crown will do survey.
2. DATE FOR POSSESSION AND APPORTIONMENTS
Vacant possession of the said land shall be given to the Crown and rates and insurance premiums shall be apportioned on date of settlement and for this purpose receipts and policy duly transferred shall be forwarded to District Commissioner of Works.
3. EXECUTION OF TRANSFER
Upon payment of purchase money and any apportionments by the Minister the owner and all other necessary parties will execute in favour of the Minister a valid conveyance transfer or other assurance of the said land for an estate in fee simple free from encumbrances, such assurance to be prepared by and at expense of the Minister and to be tendered to the vendor for execution.
4. POSSESSION SUBJECT TO TENANCY
delete "vacant ... and" from (2).
The owner shall advise the full name of each tenant, the rent payable and when, the nature of the tenancies (weekly, monthly, etc.) and the date to which rent is paid; the owner shall collect all such rent up to date of settlement, after which Crown will collect.
5. INSURANCE
As from the acceptance of this offer the owner will, subject to the Minister obtaining the consent of the insurer, hold any existing policies of insurance on the said land in trust for the Minister and for that purpose will immediately advise the District Commissioner of details of the insurance.
6. SURVEY BY OWNER
if applies delete last sentence of 1 (c).
The survey shall be done by and at expense of owner and if the Minister considers the owner is not taking reasonable steps to have the plan deposited without delay the Minister may give to the owner by registered letter notice that he requires the plan to be deposited within a period of six months from the date of such notice and if at the expiration of such period the plan has not been deposited the Minister may arrange for any necessary survey to be carried out or completed and a plan of the land deposited in the Land Transfer Office and the cost of such work shall be deducted from the purchase money.

NOTE B

CONDITIONS RELATING TO LAND TAKEN OR TO BE TAKEN BY PROCLAMATION

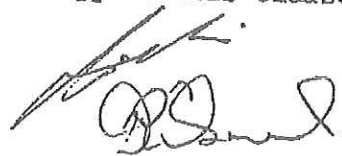
1. ACQUISITION OF TITLE
The Crown will take title by Proclamation but may register a compensation certificate against the title pending issue of the Proclamation to facilitate settlement.
2. POSSESSION
Vacant possession of the said land shall be given to the Crown and insurance premiums shall be apportioned on settlement.
3. MORTGAGEES' STATEMENTS
As the issue of the Proclamation will clear or has cleared the land of any encumbrances the owner shall advise whether the said land is, or was, at the date of taking viz., subject to any registered or unregistered mortgage, lien, or charge. If the land is/was so subject the owner or his solicitor shall forward to the District Commissioner Statements signed by each mortgagee and holder of the lien or charge setting out the amount required to be paid to him in discharge or reduction of the mortgage debt or for the release of the lien or charge.
4. RATES
Unless the land affected by the agreement is part only of the owner's property in the same holding on the rating roll the owner shall forward to the District Commissioner the latest rate demand received by him up to date duly received as to payment.
5. POSSESSION SUBJECT TO TENANCY
delete "vacant ... and" from (2).
The owner shall advise the full names of each tenant, the rent payable and when, the nature of the tenancies (weekly, monthly, etc.) and the date to which rent is paid. Owner shall collect all such rent up to day of settlement after which Crown will collect.
6. INSURANCE
As from the confirmation of this agreement the owner will, subject to the Minister obtaining the consent of the insurer, hold any existing policies of insurance on the said land in trust for the Minister and for that purpose will immediately advise the District Commissioner of details of the insurance.

NOTE C

ANY CONDITIONS SPECIAL FOR THIS TRANSACTION

1. Rates shall not be apportioned, the Crown to assume liability for rates from 1.4.70.
 2. The owners shall not be liable to contribute towards the cost of fencing the boundaries of the land to be acquired from the balance of their holdings.
 3. The cost of survey necessary for the taking of the land shall be borne by the Crown.
 4. Contained on separate sheet attached.
- Base Plan of Section 2 of the District of Dunedin, 1968, as amended, and not required for the purposes of the Crown's agreement to transfer back to the Base Plan of Section 2 of the District of Dunedin, 1968, as amended, as shown on the attached sheet.

4. In the event of the land described in this agreement not being used by the Otago Education Board by not having a school open on the site for a period greater than 12 consecutive months at any time while Haast Pass Tourist Service Limited owns any adjoining land now contained in Certificates of Title Register A1 Folio 1201 and Register 4B Folio 367 Otago Registry Her Majesty the Queen agrees to transfer the land described in this agreement to Haast Pass Tourist Service Limited for the sum of 10 cents provided that Her Majesty the Queen shall have the right to remove any buildings from the land before such transfer and it is acknowledged by the parties to this agreement that this clause shall not merge on settlement and that Haast Pass Tourist Service Limited shall be entitled to register a Caveat against the land the subject of this agreement to support this clause.



H. S. [unclear]
P

Approved by the Registrar-General of Land, Wellington: 651145.1/84

CAVEAT

FORBIDDING REGISTRATION OF DEALING WITH ESTATE OR INTEREST

To the District Land Registrar of the District of Otago

Take notice that I/we **MAKARORA TOURIST CENTRE LIMITED** (formerly **HAAST PASS TOURIST SERVICE LIMITED**) at Christchurch

hereinafter called the caveator, claiming estate or interest by virtue of (*Here state the nature of the estate or interest claimed and the ground on which it is claimed*) Memorandum entered into between the caveator and the registered proprietor **HER MAJESTY THE QUEEN** to convey back to the caveator as purchaser under a buyback option in the event of the land becoming surplus to Crown's requirements in accordance with Clause 4 of the annexed Memorandum of Agreement dated 5 August 1970

in the following land
4871m2 being part Section 4688, Block I, McKerrow District, being the land in Certificate of Title 4C/1372

forbid the registration of any memorandum of transfer or other instrument affecting the said land until this caveat is withdrawn by me or by order of the High Court, or until the same has lapsed under the provisions in that behalf contained in section 145 of the Land Transfer Act 1952.

And I/we appoint **BODKINS** (Mr McConnell), Solicitors, Limerick Street, P.O. Box 268, Alexandra

as the place at which notices relating hereto may be served.
The address for service of the registered proprietor is as follows: Ministry of Education Property Management, Princes Street, P.O. Box 1225, Dunedin

Dated this 20th day of December 1983

Executed by the caveator

MAKARORA TOURIST CENTRE LIMITED by its
Solicitors and duly authorised agents
(by the authority of the Memorandum of Agreement) **BODKINS** per
in the presence of **Peter Redmond McConnell**

R Miller
Legal Executive to
Bodkins, Solicitors
Alexandra

**CAVEAT
Forbidding Registration
of Dealing with
Estate or Interest**

Caveator Makarora Tourist Centre Ltd

Registered Proprietor Her Majesty the Queen

Correct for the purposes of the Land Transfer Act.

[Handwritten Signature]

(Solicitor for) the caveator

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

District
Assistant Land Registrar
of the District of

Check List to assist solicitors

- All blanks completed on page 1?
- Caveator's name and description?
- Caveator's registrable estate linked to registered proprietor's estate?
- Legal description correct?
- Signatures witnessed by approved witnesses?
- Caveator's address for service within Registration District of Land?
- Registered proprietor's address for service?

10.30 22 DEC 93 845630
Ac 11872
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY DTAGO
ASST. LAND REGISTRAR



BODKINS
SOLICITORS
ALEXANDRA



Annexure B: Site Photographs





