

## **Crown Pastoral Land Tenure Review**

**Lease name : MIDDLEHURST**

**Lease number : PM 031**

### **Due Diligence Report (including Status Report) - Part 3**

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.

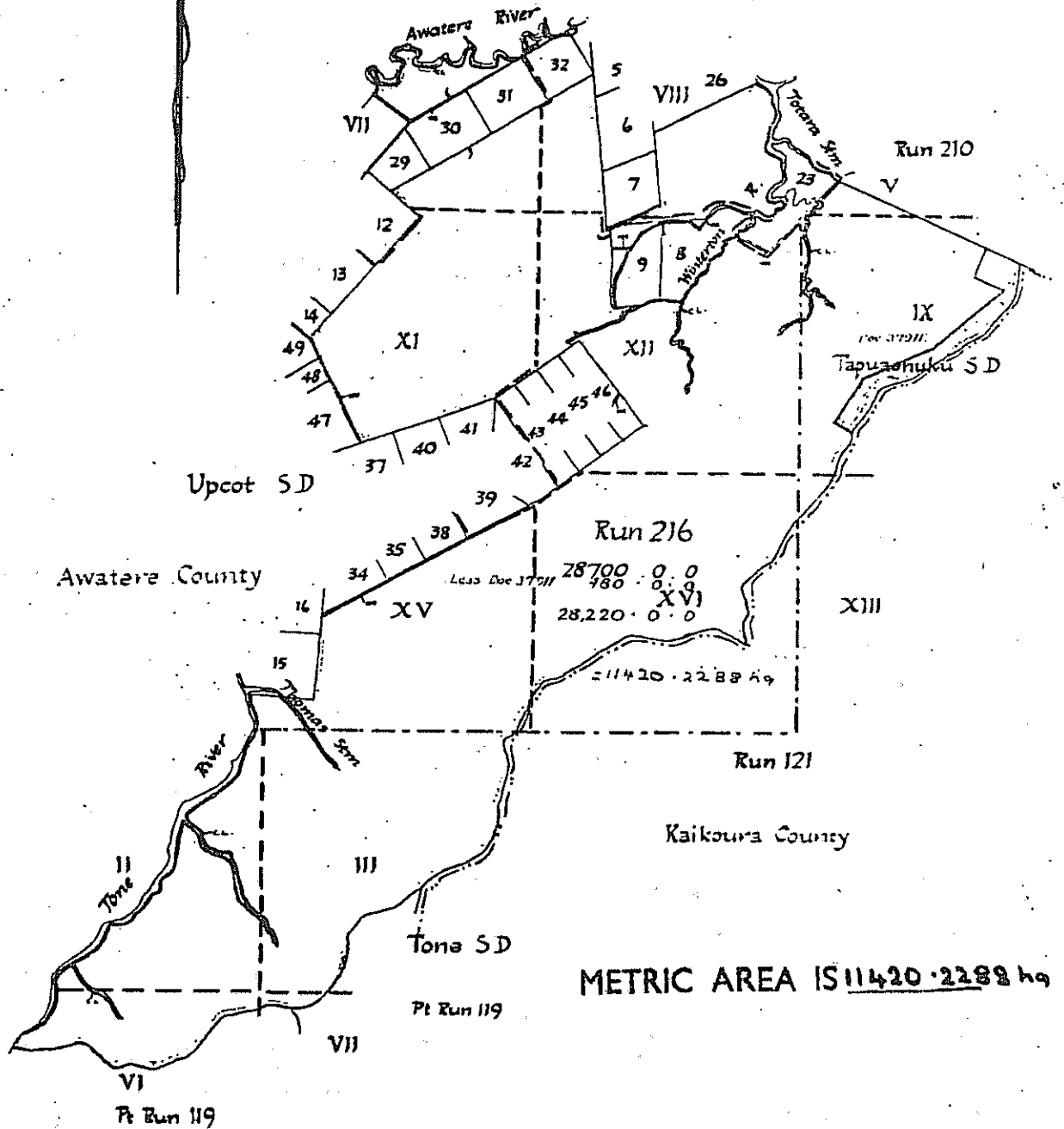
The report attached is released under the Official Information Act 1982.

**June 09**

# REGISTER

46/201

Image Quality due to Condition of Original



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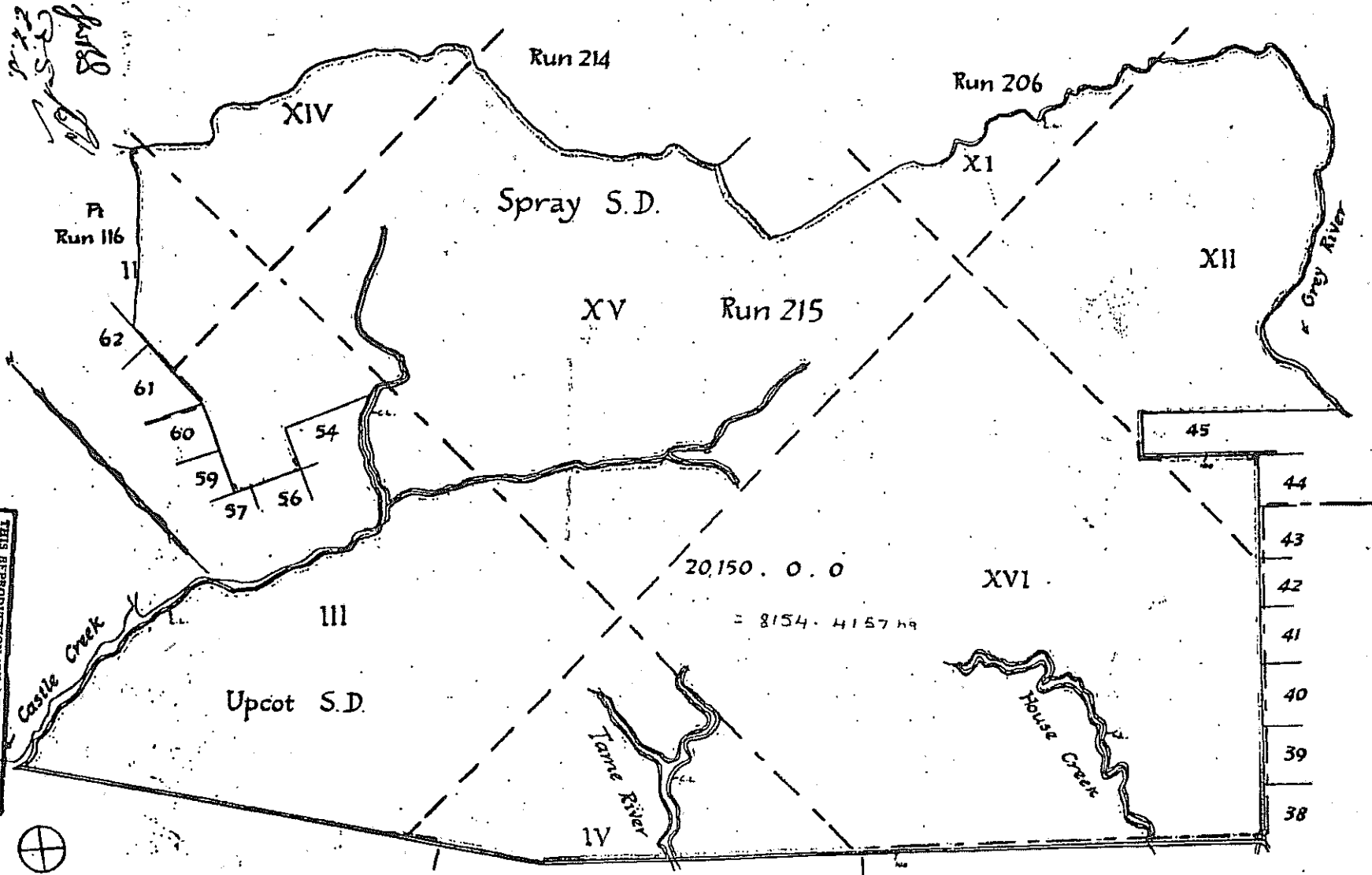
Scale: 80 chains to an inch

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.

*Handwritten signature*

114 61 51 31

METRIC AREA IS 8154.4157 ha



THIS REPRODUCTION (ON A REDUCED SCALE) IS INTENDED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSE OF SECTION 51A AND 51B OF THE TRANSVAAL ACT 1956.

ATB

Scale: 40 chains to an inch

46/201

REGISTER

REGISTER



PART  
PLAN OF RUN No. 120

No. PRL. 316

License to occupy NATIONAL ENDOWMENT Lands for Pastoral Purposes.

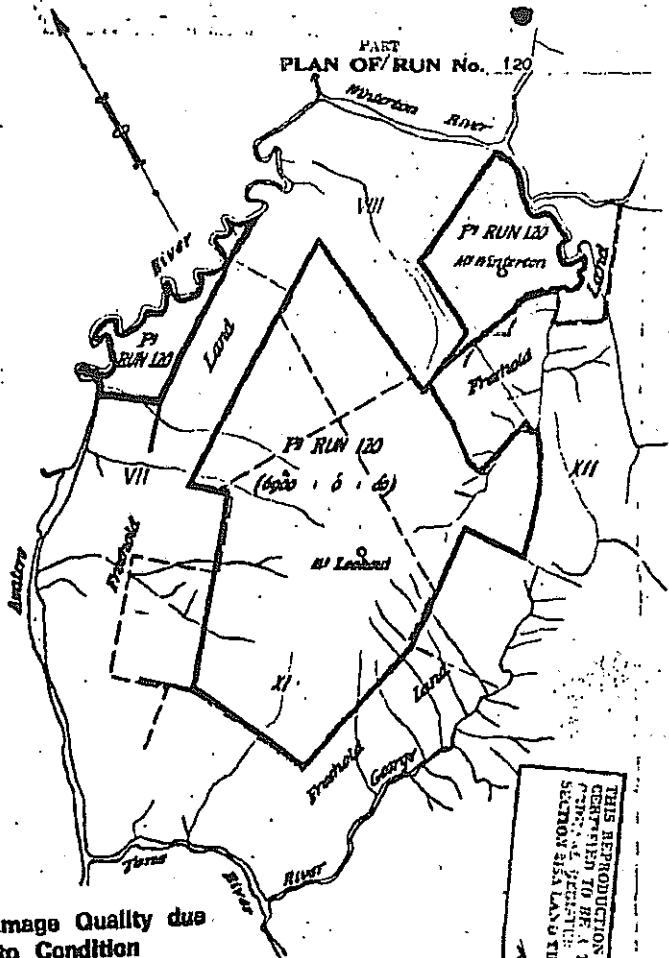


Image Quality due  
to Condition  
of Original

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THIS REPRODUCTION ON A REDUCED SCALE IS  
FORWARDED TO BE A TRUE COPY OF THE  
ORIGINAL AND IS NOT TO BE USED FOR THE PURPOSES OF  
SECTION 515A LAND TRANSFER ACT 1952.

Scale: One Mile  
= 1 inch

Whereas William Thompson Churchward, Errol Reid and Parker Roche Westera as Executors in the Estate of William Boyd Stevenson (deceased) have acquired, under the provisions of the Land Act, 1924, a License to occupy for Pastoral purposes all that area of National Endowment lands containing by estimation six thousand nine hundred (6,900) acres, more or less, and being/Run number One hundred and twenty (120), Upcol Survey District, situate in the County of... Marlborough... in the Land District of... Marlborough... New Zealand, as the same is delineated on the plan in the District Lands and Survey Office... BLenheim... as shown in the margin hereof, and have paid the sum of Seventeen Pounds Ten Shillings... (£17.10.0) being the first half-year's rent in advance for such Run: The William Thompson Churchward, Errol Reid and Parker Roche Westera as Executors in the Estate of William Boyd Stevenson - (deceased) are hereby licensed to occupy the said land for pastoral purposes for the term of Twenty-one years, to be computed from the first day of March, 1939, subject to all the provisions and conditions of the Land Act, 1924, so far as applicable hereto, and subject also to the payment of an annual rent of... Thirty-five pounds... (£35.0.0) in equal parts, half-yearly in advance, on the first day of March and the first day of September, 1939. Subject also to the conditions following, viz.:-

- (1) That if the licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or shall give or cause to be given or taken any negotiable security for the purpose of defauling or evading the provisions of, or shall in any way whatsoever directly or indirectly commit or be party to a fraud upon, the Land Act, 1924, this license shall be liable to be forfeited and revoked;
- (2) That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 120 of the Land Act, 1924;
- (3) That the licensee shall prevent the growth or spread of gorse, broom, hawthorn, blackberry, and sweetbrier on the land comprised in this license, and shall with all reasonable speed remove or cause to be removed all gorse, sweetbrier, broom, hawthorn, blackberry, or other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands;
- (4) That the licensee shall not burn any tussock on the land comprised in this license, or permit any tussock thereon to be burned save with the prior consent in writing of the Land Board of the... MARLBOROUGH... Land District; and
- (5) That the licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.

And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act, 1924, and the provisions of that Act shall apply hereto as fully and effectually as if the same had been set out therein at length.

In witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the... MARLBOROUGH... Land District, hath hereunto

this 25th day of July, 1939

Witness to the signature of the Commissioner of Crown Lands-

Witness: Robertson  
Occupation: White Jones & Survey Dept  
Address: Blenheim

H. H. Huddell  
Commissioner of Crown Lands.

WE, William Thompson Churchward, Errol Reid, the above-named licensees, hereby accept this license on the terms and conditions specified therein.

Witness to the signature of the Licensees:  
Witness: Errol Reid  
Occupation: Banker  
Address: Blenheim

W. T. Churchward  
P. R. Westera  
P. R. Westera  
Licensees.



Registered in the LAND TRANSFER OFFICE  
DATE OF REGISTRATION: 25/7/39  
BY: W. J. Jones  
146/115

CANCELLED

RELEASED UNDER THE OFFICIAL INFORMATION ACT

**CANCELLED**

**REGISTER**

Mortgage 315, William Thompson Churchward, Errol Reid and Parker Roche Westons, as Executors in the Estate of William Boyd Stevenson to the effect of New Zealand, approved by the Marlborough Land Board on 8th March, 1934, and registered on the 15th day of March, 1934.

FILED Z. 205

(Sgd.) P.R. Wilkinson.  
Commissioner of Crown Lands.

Court Order 351 varying the terms of Mortgage No. 315, registered this 18th day of April, 1939.

FILED Z. 233

(Sgd.) G.I. Martin.  
Commissioner of Crown Lands.

46/155

Transmission 367 to Errol Reid of Blenheim, agent, Parker Roche Westons of Rosemore, Marlborough, Sheepfarmer and John William Boyd Stevenson of Ucoot, Marlborough, Sheepfarmer as Executors entered this 30th day of April, 1940.

FILED Z. 244

(Sgd.) [Signature]  
Commissioner of Crown Lands.

Transfer 202 Errol Reid, Parker Roche Westons and John William Boyd Stevenson to the said Errol Reid, the said John William Boyd Stevenson and Annie Stevenson of Ucoot Meadows, entered this 2nd day of April 1934. [unclear] in 1934 - not produced at 1939

FILED Z. [unclear]

(Sgd.) [Signature]  
Commissioner of Crown Lands.

Mortgage 415 Errol Reid, John William Boyd Stevenson and Annie Stevenson to the Nelson Diocesan Trust Board of Nelson entered this 19th day of July 1948.

FILED Z. 276

(Sgd.) [Signature]  
Commissioner of Crown Lands.

Dated 1st March 1939.

THE  
COMMISSIONER OF CROWN LANDS

at  
BLENHEIM

William Thompson Churchward,  
Errol Reid and Parker Roche  
Westons.

PASTURAGE LICENSE.

Transfer 20302 the registered proprietors to the above-named John William Boyd Stevenson and Annie Stevenson and Ivan Kingsdon, Shearman of Ucoot, Sheepfarmer produced this 1st September 1952 at 10.43 am.

Variation of the terms of Mortgage 415 produced 21st December 1953 at 10.43 am

New Pastoral License issued 21st Feb 2011

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.  
[Signature] A.L.R.



REGISTER

PLAN OF RUN No. 116. No. 172.317.



License to occupy National Endowment Lands for Pastoral Purposes.

Whereas Errol Reid of Blenheim, Agent, Parker Roche Westmore of Rosemore, Sheepfarmer, and John William Boyd, Stevenson of Upcot, Sheepfarmer, have acquired, under the provisions of the Land Act, 1924, a License to occupy for Pastoral purposes all that area of National Endowment Lands containing by estimation Twenty-one thousand and eight hundred acres more or less, and being Run number One hundred and sixteen (116), Spray and Upcot Survey Districts, situated in the County of BLENHEIM, in the Land District of CARLBOROUGH, New Zealand, as the same is delineated on the plan in the District Lands and Survey Office, as shown in the margin herof, and have paid the sum of Thirty-seven Pounds Ten Shillings (£37.10.0.) being the first half-year's rent in advance for each Run: The said Errol Reid of Blenheim, Agent, Parker Roche Westmore of Rosemore, Sheepfarmer, and John William Boyd Stevenson of Upcot, Sheepfarmer, have hereby licensed to occupy the said land for pastoral purposes for the term of Twenty years, to be computed from the first day of March, 1940, subject to all the provisions and conditions of the Land Act, 1924, so far as applicable hereto, and subject also to the payment of an annual rent of Seventy-five Pounds (£75.0.0.) in equal parts, half-yearly in advance, on the first day of March and the first day of September in each and every year, payment for the first half-year's rent having already been made, and the rest of such half-yearly payments to be made on the first day of September, 1940.

- Subject also to the conditions following, viz:
(1) That if the Licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or shall give or cause to be given or taken any equitable security for the purpose of defrauding or evading the provisions of, or shall in any way whatsoever directly or indirectly commit or be guilty to a fraud upon, the Land Act, 1924, this license shall be liable to be forfeited and revoked;
(2) That the Licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 200 of the Land Act, 1924;
(3) That the Licensee shall prevent the growth or spread of gorse, broom, hawthorn, blackberry, and sweetbrier on the land comprised in this license, and shall with all reasonable speed remove or cause to be removed all gorse, sweetbrier, broom, hawthorn, blackberry, or other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands;
(4) That the Licensee shall not burn any tussock on the land comprised in this license, or permit any tussock thereon to be burned save with the prior consent in writing of the Land Board of the CARLBOROUGH Land District; and
(5) That the Licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.

And it is hereby declared that these provisions are intended to take effect as a pasturage license only under the Land Act, 1924, and the provisions of that Act applicable to such license shall apply hereto as fully and effectually as if the same had been set out therein at length.

Be witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the CARLBOROUGH Land District, hath hereunto set his hand and seal this 25th day of July, 1940.

Witness to the signature of the Commissioner of Crown Lands:
Witness: J. G. Spanton
Occupation: District Lands Dept.
Address: Blenheim
Commissioner of Crown Lands.
Witness to the signature of the Licensee:
Witness: G. Reid
Occupation: P. R. Westmore
Address: Blenheim
Licensee.

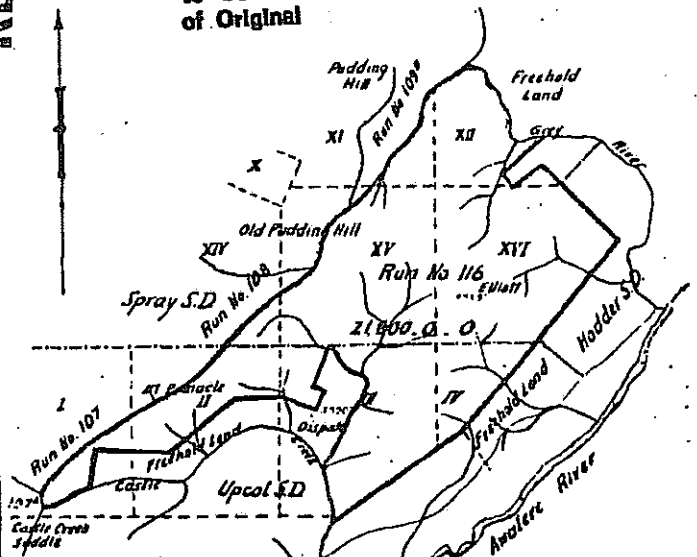


Image Quality due to Condition of Original

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Scale: 2 miles = 1 inch.

(OVER)

CANCELLED

CANCELLED

146/1156

RELEASED UNDER THE OFFICIAL INFORMATION ACT

CANCELLED

REGISTER

REVENUE OF P.N.L. 270

F. O. OF P.N.L. No. 418

No. 118



NEW ZEALAND

Mortgage 275... to James Stevenson... approved by the... 1935

FILED Z.77 (Sgd.) P.R. Wilkinson. Commissioner of Crown Lands.

Transmission of mortgage 275 to Thomas Stevenson of Cheviot, Sheepfarmer, Annie Mary Stevenson of Flaxton, widow and William Samuel Newburgh of Christchurch as Executors in the Estate of James Stevenson, entered this day of 1935.

(Sgd.) P.R. Wilkinson. Commissioner of Crown Lands.

Court Order 351 varying terms of Mortgage No. 275 registered this 18th day of April, 1939.

FILED Z. (Sgd.) G.I. Martin. Commissioner of Crown Lands.

370. Transmission of Mortgage No. 275. from A.M. Stevenson, W.S. Newburgh and T. Stevenson to Annie Mary Stevenson and William Samuel Newburgh as surviving Trustees. Registered this 25th day of July, 1940.

FILED Z. (Sgd.) Commissioner of Crown Lands.

371. Transfer of Mortgage No. 275. A.M. Stevenson and W.S. Newburgh to Annie Mary Stevenson, William Samuel Newburgh and James Lockhead Stevenson. Registered this 25th day of July, 1940.

FILED Z. (Sgd.) Commissioner of Crown Lands.

Transfer 202 Errol Reid, Parker Roche Testera and John William Boyd Stevenson to the said Errol Reid, the said John William Boyd Stevenson and Annie Stevenson of April, 1940. entered this 2nd day of April, 1940

(Sgd.) Commissioner of Crown Lands.

Dated 25th July 1940.

THE COMMISSIONER OF CROWN LANDS

SIGNATURE

Errol Reid, Parker Roche Testera and John William Boyd Stevenson.

PASTURAGE LICENSE.

Mortgage 415 Errol Reid, John William Boyd Stevenson and Annie Stevenson to the Nelson Diocesan Trust Board of Nelson. entered this 19th day of July, 1943

FILED Z. (Sgd.) Commissioner of Crown Lands.

Transfer 30312 the registered proprietor to the abovesaid John William Boyd Stevenson and Annie Stevenson and Luson Livingstone Diocesan of April, Sheepfarmer produced 12th September 1952 at 10.00am

Variation of the terms of Mortgage 415 produced 21st October 1953 at 10.43am

New Pastoral License issued 1st. 16 Feb. 201

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 253A LAND TRANSFER ACT 1952.

46/156



MEMORANDUM OF VARIATION OF LEASE

197590.2  
VL

In the matter of the Land Transfer Act 1952 and the Land Act 1948 and

In the matter of Lease No P 31 registered in Volume 6A, Folio 536, Marlborough Land Registry, from Her Majesty the Queen to Robert Scott Page Stevenson of Middlehurst, farmer

The covenants conditions and restrictions contained or implied in the above-mentioned Lease are hereby varied as follows:-

1. That should the Lessee with the consent of the Commissioner of Crown Lands, 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 transfers and other dispositions of shares in such company as if such shares were interests in the said land and no share or shares in such company shall be transferred or otherwise disposed of by any shareholder without the consent of the Commissioner of Crown Lands.
  - b) The provisions of the Land Act 1948, with regard to 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 a 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 said Lease shall remain in full force and effect.

In witness whereof the parties have hereunto subscribed their names this 6th day of March 1998.

SIGNED for and on behalf of HER MAJESTY THE QUEEN by ROYCE GEORGE COZENS WRATT pursuant to a delegation from the Commissioner of Crown Lands in the presence of:

R G C Wratt  
R G C Wratt

Witness: R W Ryan

Full Name: ROBERT WILLIAM LYSAGHT

Occupation: PROPERTY OFFICER

Address: LAND INFORMATION NZ CHRISTCHURCH

SIGNED by the said ROBERT SCOTT PAGE STEVENSON as lessee in the presence of:

R S P Stevenson  
R S P Stevenson

Witness: M. A. O'Donnell

Full Name: M. A. O'DONNELL

Occupation: LAW CLERK BLENHEIM

Address: \_\_\_\_\_

Correct for the purpose of the Land Transfer Act.

[Signature]  
Solicitor for the Lessor

# MEMORANDUM OF VARIATION OF LEASE

HER MAJESTY THE QUEEN (Lessor)

R S P STEVENSON (Lessee)

Particulars entered in the Register on the date and at the time recorded below.

.....  
District Assistant Land Registrar of the

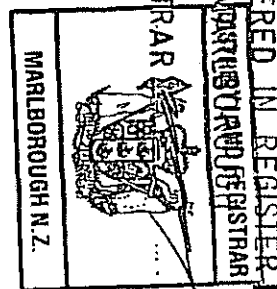
District of .....

KNIGHT FRANK  
Christchurch

OFFICE COPY

9.45 15.MAY98 197590 2

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY  
ASSI. LAND REGISTRAR



DATED 30-6-1992

BETWEEN THE NELSON-MARLBOROUGH REGIONAL COUNCIL a body corporate under the Local Government Act 1974 (called "the Council")


AND W J P and R S P STEVENSON

(Called "the Farmer")

LAND IMPROVEMENT AGREEMENT

196 265.3 Variation - 10.3.1998 at 9.47

*[Signature]*  
R.S.P.

MWO\_0022496  


9.33 09 JUN 93 1688  
PARTICULARS REGISTERED  
LAND REGISTRY MARLBOROUGH  
ASST. LAND REGISTRAR  
49/1091  
6/10/93  
1868

Correct for the purposes of the Transfer Act

Solicitor for the Part...

MARLBOROUGH REGIONAL COUNCIL  
10/10/93

DATED this 24th day of February 1998

- PARTIES
1. THE MARLBOROUGH DISTRICT COUNCIL  
*- the Council -*
  2. WILLIAM JOHN PAGE STEVENSON  
*- the First Farmer -*
  3. ROBERT SCOTT PAGE STEVENSON  
*- the Second Farmer -*

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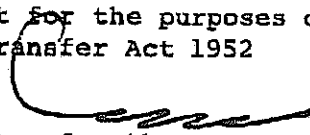
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AGREEMENT VARYING  
LAND IMPROVEMENT AGREEMENT

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Correct for the purposes of the  
Land Transfer Act 1952

  
Solicitor for the parties

SOLICITOR ACTING:

**P J RADICH**

FIRM OF SOLICITORS:

**RADICH DWYER HARDY-JONES CLARK  
TEMPLE CHAMBERS  
76 HIGH STREET  
PO BOX 646  
BLENHEIM**

TELEPHONE:

**(03) 578 5339**

FACSIMILE:

**(03) 578 0323**

**AGREEMENT VARYING LAND IMPROVEMENT AGREEMENT**

THIS AGREEMENT is made this 24<sup>th</sup> day of February 1998

**PARTIES**

1. **THE MARLBOROUGH DISTRICT COUNCIL** a body corporate under the Local Government Act 1974 (*Council*)
2. **WILLIAM JOHN PAGE STEVENSON** of Upcot near Blenheim, Farmer (*the First Farmer*)
3. **ROBERT SCOTT PAGE STEVENSON** formerly of Upcot but now of Middlehurst near Blenheim, Farmer (*the Second Farmer*)

**BACKGROUND**

1. The First Farmer and the Second Farmer entered into a Land Improvement Agreement with Council's predecessor on 30 June 1992.
2. Such Agreement related to the lands described in the First Schedule being *Upcot* and *Middlehurst* Stations.
3. As at 30 June 1992 the First Farmer and the Second Farmer were farming together in partnership on the properties known as *Upcot* and *Middlehurst* which properties were owned by the partners in common.
4. The partnership has now been dissolved. The First Farmer is the sole registered proprietor of *Upcot* comprising the lands described in Schedule 1 to this present Agreement. The Second Farmer is the sole

*RSP* *WPS*

registered proprietor of *Middlehurst* comprising the lands described in the Schedule 2 to this present Agreement.

5. Council has agreed with the First Farmer and with the Second Farmer that each may be discharged from personal obligations in respect of that part of the property contained in the Agreement of 30 June 1992 which is no longer owned by that party.
6. Council and the First Farmer and the Second Farmer have also agreed that the ambit of the Land Improvement Agreement may now be reduced to the extent referred to below.

#### AGREEMENT

1. This Agreement is in variation of Land Improvement Agreement dated 30 June 1992 registered at the Land Registry Office at Blenheim under Number 168831.
2. Henceforth the residual obligations reserved in this Variation Agreement shall apply:
  - (a) To WILLIAM JOHN PAGE STEVENSON the First Farmer in relation to *Upcot* being the lands described in Schedule 1; and
  - (b) To ROBERT SCOTT PAGE STEVENSON the Second Farmer in relation to *Middlehurst* being the lands described in Schedule 2.

RAPS. P WAPS.

- 3. The foregoing obligations shall remain the obligations of each of WILLIAM JOHN PAGE STEVENSON and ROBERT SCOTT PAGE STEVENSON so long as each is registered as the proprietor of an interest in the lands in Schedules 1 or 2 respectively.
- 4. In the event that either WILLIAM JOHN PAGE STEVENSON or ROBERT SCOTT PAGE STEVENSON shall cease to be a registered proprietor as aforesaid the obligation shall cease to apply but shall continue to apply to the registered proprietor or proprietors for the time being of such lands.
- 5. Apart from the obligations in clause 17.3 of the Land Improvement Agreement of 30 June 1992 which shall continue in terms of the said clause 17.3 all other obligations of Council or the said WILLIAM JOHN PAGE STEVENSON or ROBERT SCOTT PAGE STEVENSON shall cease and the appropriate party or parties shall be discharged from performance of any other such obligations.

THE COMMON SEAL of )  
THE MARLBOROUGH DISTRICT )  
COUNCIL

affixed in the presence of:

*E. Davidson*



Pursuant to Section 37 (ZZZR) of the Local Government Act 1974 I hereby certify that the above interest is vested in the Marlborough District Council pursuant to an Order in Council giving effect to the Reorganisation Scheme for the Nelson/Marlborough Region.

.....  
 Principal Administrative Officer

*[Handwritten signature]*

*EID*  
*RSPS* *WPS*

SIGNED by )  
WILLIAM JOHN PAGE )  
STEVENSON in the presence of: )

*WJP Stevenson*

*Marilyn Rickard*

MARILYN A. RICKARD  
LEGAL EXECUTIVE  
BLenheim

SIGNED by )  
ROBERT SCOTT PAGE )  
STEVENSON in the presence of: )

*RSP Stevenson*

*Marilyn Rickard*

MARILYN A. RICKARD  
LEGAL EXECUTIVE  
BLenheim

*576*  
*RSP. WJP.*  
*P*

SCHEDULE 1

**Upcot Lands**

FIRST an estate in fee simple containing 1.979 hectares more or less being Lot 1, Deposited Plan 6607 comprised in Certificate of Title 4A/1040 (Marlborough Registry)

SECONDLY an estate in fee simple containing 5286.9968 hectares more or less being Sections 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72 and 73 Fairfield Downs Registration District, Sections 1, 4, 5, 13, 14, 15, 17, 18, 20, 21, 22, 28 and 33 and parts of Sections 2, 3, 6, 7, 8, 9, 10, 11, 12, 16, 19, 23, 24, 25, 26, 27, 29, 30, 31, 32, 34, 35, 36 and 37 Upper Fairfield Downs Registration District and Sections 38, 39, 40, 41, 42, 43, 44 and 45 Upcot Run, Awatere Registration District comprised in Certificate of Title 4A/1041 Limited As To Parcels

~~THIRDLY an estate of leasehold under Pastoral Lease under the Land Act 1948 P30 containing 8154.4157 hectares more or less being Run 215, Blocks XI, XII, XIV, XV and XVI Spray Survey District and Blocks II, III and IV Upcot Survey District comprised in Certificate of Title ... 4A/535~~

all Marlborough Registry

R.P.S. <sup>5/10</sup>  
P. W.P.S.

SCHEDULE 2

**Middlehurst Lands**

FIRST an estate in fee simple containing 5302.9913 hectares more or less being Sections 1, 2, 3, 4, 5, 6 and 7 Fairfield Downs Registration District, Sections 8, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27 Upper Fairfield Downs Registration District and Sections 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50 Middlehurst Run, Awatere Registration District comprised in Certificate of Title 5A/868.

~~SECONDLY an estate under Pastoral Lease under the Land Act 1948 P Number 31 containing 11420.2288 hectares more or less being part Run 216, Blocks VII, VIII, XI, XII, XV and XVI, Upcot Survey District Blocks V, IX and XIII Tapuaenuku Survey District and Blocks II, III, VI and VII Tone Survey District comprised in Certificate of Title 6A/536...~~

(both Marlborough Registry)

<sup>210</sup>  
R.A.S. W.A.S.  
P

IN THE MATTER of the Land Transfer Act  
1952

AND

IN THE MATTER of Land Improvement  
Agreement

CONSENT OF CAVEATOR

TRANS POWER NEW ZEALAND LIMITED at Wellington as Caveator under Caveat Registered Number 167613 secured over lands registered in the name of WILLIAM JOHN PAGE STEVENSON AND ROBERT SCOTT PAGE STEVENSON comprising an estate in fee simple in all that parcel of land containing 5286.9968 Hectares more or less being Sections 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72 and 73 Fairfield Downs Registration District Sections 1, 4, 5 13, 14, 15, 17, 18, 20, 21, 22, 28 and 33 and parts of Sections 2, 3, 6, 7, 8, 9, 10, 11, 12, 16, 19, 23, 24, 25, 26, 27, 29, 30, 31, 32, 34, 35, 36 and 37 Upper Fairfield Downs Registration District and Sections 38, 39, 40, 41, 42, 43, 44 and 45 Upcot Run Awatere Registration District and being all the lands comprised in Certificate of Title 4A/1041 (Marlborough Registry)  
SUBJECT TO:

- (i) Compensation Certificate 77885
- (ii) Mortgage 104786.2
- (iii) Caveat 167613

DOES HEREBY CONSENT to the Registration of a Land Improvement Agreement between the registered proprietors of the lands and THE NELSON-MARLBOROUGH REGIONAL COUNCIL.

EXECUTED by TRANS POWER NEW  
ZEALAND LIMITED by its Attorney  
ALLAN JARDINE BURDETT  
in the presence of:

)  
)  
) *Burdett.*  
)

*P. Ryder-King*  
*Solicitor*  
*Wellington*

Dated the 11th day of May 1993

TRANS POWER NEW ZEALAND LIMITED  
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, ALLAN JARDINE BURDETT of Wellington, Land and Property Officer, hereby certify that;


- 1. By Deed dated 11 June 1991 Trans Power New Zealand Limited at Wellington appointed me its attorney on the terms and subject to the conditions set out in the said Deed.

Copies of that Deed are deposited in the Land Transfer Offices listed below under the number shown alongside each of those offices:

Auckland	C.300970.1	Nelson	309778.1
South Auckland	B.042026.1	Marlborough	160184
New Plymouth	384886	Westland	089851
Gisborne	G.186127.1	Canterbury	945540.1
Hawkes Bay	566736.1	Otago	792575
Wellington	B.185411.1	Southland	192838.1

- 2. At the date hereof I have not received any notice or information of the revocation of that appointment.

SIGNED at Wellington this 11th day of May 1993

  
-----  
ALLAN JARDINE BURDETT

O:IBM-LIA-STEVENSON

LAND IMPROVEMENT AGREEMENT

THIS AGREEMENT is made the 30<sup>th</sup> day of June 1992  
BETWEEN THE NELSON-MARLBOROUGH REGIONAL COUNCIL a body Corporated  
under the Local Government Act 1974 (called "the Council") AND

*WJS*

WILLIAM JOHN PAGE STEVENSON of Upcot near Blenheim, Sheepfarmer and  
~~WILLIAM JOHN PAGE STEVENSON and ROBERT SCOTT PAGE STEVENSON of Upcot~~

ROBERT SCOTT PAGE STEVENSON also of Upcot near Blenheim, Farmer  
(called "the Farmer")

WHEREAS

1. The Farmer is the owner or lessee of the land described in the First Schedule ("the land").
2. The Farmer farms the land.
3. The Council and the Farmer have agreed to the Rabbit and Land Management Plan ("the plan") set out in the Second Schedule for the purposes of:
  - (a) Controlling or eradicating rabbits on the land: and
  - (b) Conserving the soil and vegetation on the land.
4. Council has agreed under Section 30 of the Soil Conservation and Rivers Control Act 1941 to pay grants towards the cost of implementing the plan.
5. The parties have agreed that the payment of grants will be made on the terms set out in this agreement.
6. The parties have also agreed that the terms of this agreement will bind the Farmer and any successors in title to perform and observe the terms of this agreement and will run with the land.

*[Handwritten signature]*

*G*  
*WJS*  
*RAPS.*

The agreement is to be registered against the title to the land under Section 30A of the Soil Conservation and Rivers Act 1941.

The plan is part of the Rabbit and Land Management Programme being undertaken by the Crown and the Council in the Nelson Marlborough region.

All grants paid by the Council under the plan are funded by the Crown and the Council.

0. The plan is conditional upon:

- (i) Continuing Crown funding of the Rabbit and Land Management Programme in the Nelson Marlborough region; and
  - (ii) The payment to the Council by the Crown of money necessary for the Council to make the grants payable by the Council under the plan.
1. The Ministry of Agriculture and Fisheries ("MAF") is responsible for implementing monitoring and overseeing the Rabbit and Land Management Programme for the Nelson Marlborough region on behalf of the Crown.
  2. The plan has been approved by the Ministry of Agriculture and Fisheries.

**IT IS AGREED:**


**1. COMMENCEMENT**

- 1.1 This agreement shall be deemed to have commenced on 1st April 1990.

**2. THE FARMERS OBLIGATION**

**2.1 The Farmer shall:**

1. Implement the plan
2. Carry out the works in the plan to be undertaken by the Farmer
3. Adopt and maintain land management practices described in the plan
4. Carry out any maintenance required by the plan
5. Use any rabbit control or eradication measures described in the plan
6. Establish and maintain land uses prescribed by the plan
7. Make on demand the payments to be made by the Farmer under the plan



Q  
RAPD

2.2 The Farmer shall carry out his obligations according to the specifications in the plan.

### 3. THE COUNCILS OBLIGATION

3.1 The Council shall:

1. Carrying out any works in the plan to be undertaken by the Council
2. Make the grants to be paid by the Council under the plan
3. Provide the Farmer with technical advice and assistance until 30 June 1995

3.2 The Council shall carry out its obligations in accordance with the specifications in the plan.

### 4. GRANTS

4.1 Subject to 4.3 grants shall be paid by the Council at the percentage rates set out in the plan.

4.2 Any dollar figures (other than the property cap) shown in the plan are illustrative only and not binding on the Council.

4.3 The Crown grant payable by the Council shall not exceed (in dollars) the property cap set out in the plan. If further funds become available from the Crown, the Council may in its discretion make additional grants on the same terms and conditions that are set in this agreement and the plan.

### 5. FINANCIAL RECORDS

5.1 The Council shall open a property account to record all transactions for implementation of the plan.

### 6. INFORMATION

6.1 The Farmer shall, on request, supply any information requested by the Council on:

1. Implementation of the plan
2. Execution of the works described in the plan
3. Maintenance of the works



- 5. Actual or potential uses of the land
- 6. Pest and noxious plant levels on the land
- 7. Rabbit control or eradication measures undertaken by the Farmer
- 8. The costs of implementing the plan
- 9. The costs of undertaking further or additional rabbit control or eradication measures
- 10. The financial returns achieved by the Farmer in using the land and the costs incurred in obtaining those returns.

**RIGHT OF ENTRY**

7.1 The Council and MAF may, at any time, enter the land to:

- 1. Inspect the land
- 2. Monitor the implementation of the plan
- 3. Evaluate the success of the plan

7.2 In carrying out an inspection the Council and/or MAF may use any vehicles and other equipment it considers necessary.

7.3 The Council and MAF shall give the Farmer notice before entering.

**DISCLAIMER**

8.1 The Farmer acknowledges:

- 1. The Farmer has been offered an opportunity of receiving independent financial and farm management advice on the plan and its effects and implications
- 2. The Farmer has entered into this Agreement solely in reliance upon the Farmers own judgement
- 3. The Farmer has not entered into this Agreement in reliance upon or in consideration of any advice given or statement made by MAF or the Council
- 4. The Farmer has been advised to obtain and has had the opportunity of receiving independent legal advice on the terms of this agreement and its effects and implications.

1. Subject to clause 9.2 the Farmer's obligations under this Agreement shall end on 30 June 2010.

2. The Farmer shall not remove any trees planted under the plan without the Council's written consent before 30 June 2020.

#### 10. FURTHER RABBIT CONTROL, ERADICATION AND LAND MANAGEMENT

10.1 The Farmer shall, from 30 June 1995, be responsible for taking any steps necessary to prevent rabbit numbers increasing above the levels attained between the period 1 April 1990 to 30 June 1995.

10.2 For this purpose the Farmer shall:

1. Carry out at the Farmers own cost:

(i) all necessary control or eradication measures

(ii) all necessary works

(iii) all necessary maintenance of works

2. Adopt any land management practices and land uses which may assist in preventing rabbit populations increasing.

10.3 If the Farmer fails to prevent rabbit populations increasing after 30 June 1995 the Council reserves the right to exercise its powers under the Agricultural Pest Destruction Act 1967, the Noxious Plants Act 1978, the Rating Powers Act 1988 and any other legislation administered by the Council. In particular (but without limiting the Councils powers) the Council may enter the land and carry out rabbit control or eradication measures, works, or maintenance of works, make and levy rates and recover any costs incurred by the Council from the Farmer.

#### 11. DEFAULT BY THE FARMER

11.1 If the Farmer breaches this agreement and the breach is capable of being remedied then the Council shall serve a written notice on the Farmer describing the breach and



The time given to remedy the breach shall be a reasonable time having regard to the nature and effect of the breach and the means by which the breach can be remedied.

If the breach cannot be remedied the Council shall give notice of the breach to the Farmer.

4 If the Farmer fails to remedy the breach within the time specified in the notice or if the breach is incapable of remedy the Farmer shall, upon demand, pay to the Council the amount of the grant actually paid by the Council under the plan to the date of demand by the Council under this agreement or such lesser sum as the Council decides should be repaid to the Council.

15 The amount recoverable by the Council under the preceding subclause shall be a reasonable sum having regard to the nature and effect of the breach.

6 If the Farmer is dissatisfied with:

- 1. Council's finding that the Farmer is in breach of the agreement
- 2. The time fixed by the Council to remedy any breach.
- 3. The sum payable by the Farmer under Clause ~~10.4~~ 11.4 MAR

the Farmer may, within 14 days of receiving notice of the breach, or as the case may be, the notice of demand he may by written notice to the Council refer the matter to arbitration for determination.

12. ARBITRATION

12.1 Any dispute between the Council and the Farmer under this agreement shall be referred to arbitration.

12.2 The dispute shall be determined by a single arbitrator appointed by the parties, or failing agreement the nominee of the Minister of the Environment or the Minister's delegate.

12.3 Any reference to arbitration shall be deemed to be a submission to arbitration in terms of the Arbitration Act 1908.

12.4 The Arbitration Act 1908 shall apply to any arbitration under this agreement.

*Handwritten signature/initials: R.S.P.S.*

2.5 The award of the Arbitrator shall be final and binding on the parties.

3. SERVICE

3.1 Notices may be served on the Council by being delivered to the Council's principal office.

3.2 Notices may be served on the Farmer either:

- 1. Personally; or
- 2. By post; a notice sent by post shall be deemed to be served on the Farmer on the 7th day after posting unless the contrary is proved. It is sufficient that the notice be addressed to the Farmer's last known address or to the address of the land.

14. ENFORCEMENT

14.1 This agreement is a land improvement agreement under Section 30(3) and 30A of the Soil Conservation and Rivers Control Act 1941.

14.2 All the provisions of those Sections shall apply to this agreement.

14.3 Any sum payable to the Council under clause <sup>11.4</sup> ~~10.4~~ may be recovered by the Council under Section 30A of the Soil Conservation and Rivers Control Act 1941.

14.4 This agreement shall bind the Farmer and the Farmer's successors in title.

14.5 The Council shall register this agreement against the title to the land.

15. PERSONAL LIABILITY OF THE FARMER

15.1 The Farmer shall be personally liable under this agreement to the extent provided by this agreement and Section 30A of the Soil Conservation and Rivers Control Act 1941.

15.2 If the Farmer is two or more persons then the liability shall be joint and several.

16. VARIATIONS

16.1 This agreement (including the plan) may be varied by the parties.

*Q*  
*Leff*  
*RWB*

- 6.2 Any variation shall be in writing.
- 6.3 No variation shall have effect until approved by MAF.
- 6.4 Any variation may be registered against the title to the land.

#### 7. AGREEMENT CONDITIONAL UPON GOVERNMENT FUNDING

- 7.1 This agreement is conditional upon the Crown paying to the Council annually during the period 1 April 1990 to 30 June 1995 the money necessary to enable the Council to pay the Crown grants set out in the plan up to the level of the property cap.
- 7.2 This condition is a condition subsequent.
- 7.3 If the Crown fails to provide the Council with funds then the Council shall give notice to the Farmer. This notice shall relieve the Farmer and the Council from further performance of this agreement except that:
1. Works commenced shall be completed.
  2. Works (excluding removal or planting of vegetation) completed shall be maintained by the Farmer until 30 June 2010.
  3. Any trees already planted shall not be removed without the Council's written consent before 30 June 2020.
  4. The Farmer shall continue land management practices and land uses already adopted in accordance with the plan until 30 June 2000.
  5. The Farmer shall maintain any areas stripped of or planted with vegetation until 30 June 2000.
  6. The provisions of clauses 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 18 and 19 of this Agreement shall continue to apply.

#### 18. MAF'S RIGHTS

- 18.1 The rights and powers conferred on MAF by this agreement are "benefits" and MAF is "a beneficiary" for the purposes of the Contract (Privity) Act 1982.
- 18.2 MAF may enforce any provisions for its benefit as if it were a party to this agreement in accordance with the terms of this agreement and the provisions of the Contracts (Privity) Act 1982.

*Q*  
*MS*  
*RSPJ.*

9. INTERPRETATION

19.1 "Council" includes its officers, employees, agents and independent contractors.

19.2 "Farmer" includes any person acquiring the Farmer's interest in the land.

19.3 "Crown Grant" means the money payable by the Crown to the Council under the plan.

19.4 "Land Management" includes:

1. Adhering to specific livestock levels.
2. Using particular feed production techniques
3. Using particular livestock types and breeds
4. Implementing particular grazing programmes
5. Grazing land or parts of the land at particular times and/or under particular conditions
6. Supply livestock with specified feed
7. Retiring land from use by livestock
8. Spelling land from use by livestock

19.5 "MAF" is the Ministry of Agriculture and Fisheries and includes its officers, employees, agents and independent contractors.

19.6 The Property Cap" is the maximum dollar amount of the Crown grants payable by the Council under the plan; the property cap is set out in the plan.

19.7 "Rabbit control and eradication measures" include;

1. Aerial and ground poisoning
2. Aerial and ground shooting
3. Fumigation
4. Trapping
5. Any authorised biological methods

and includes both primary and secondary control operations.

19.8 The "Rabbit and Land Management Programme" is the programme created by agreement between the Council and Crown dated 19 December 1990.

*DL*

*G*  
*WPS*  
*RAPD*

9 "Works" include;

1. Access tracking
2. Fencing and erection of structures
3. Removal of vegetation
4. Planting of vegetation
5. Repair and replacement of existing works
6. Upgrading existing works
7. Habitat modification

9.10 References to the singular include the plural and vice versa.

9.11 References to any statutes include any Acts amending or replacing any statutes.

THE COMMON SEAL OF the  
NELSON-MARLBOROUGH REGIONAL COUNCIL



was attached in the presence of:

General Manager

*[Signature]*  
*[Signature]* ~~Director~~

SIGNED by  
WILLIAM JOHN PAGE STEVENSON AND  
ROBERT SCOTT PAGE STEVENSON

*[Signature]*  
*[Signature]*

in the presence of:

Witness: M. R. R. R.

Occupation: Law Clerk


Address: Radich Dwyer Hardy Jones Clark  
Solicitors Blenheim

*[Handwritten initials]*

I, JOHN DUNCAN THOMPSON of Blenheim, Director of Management Services  
of the Nelson Marlborough Regional Council certify:

1. This Agreement is a duplicate of the land improvement agreement made under Section  
30(3) and 30A of the Soil Conservation and Rivers Control Act 1941 between the  
Nelson-Marlborough Regional Council and *WJP + RSP STEVENSON*  
of *UKOT* Farmer.

2. This agreement may be registered against the land described in the First Schedule of  
this Agreement and I apply for registration of the agreement against the title to the land  
described in the First Schedule.



J D THOMPSON  
DIRECTOR OF MANAGEMENT SERVICES  
Nelson-Marlborough Regional Council

To: The District Land Registrar  
Marlborough Land Registration District



## UPCOT AND MIDDLEHURST STATIONS

## THE FIRST SCHEDULE

(Legal Description)

**FIRST:** An Estate in fee simple in all that parcel of land containing 5302.9913 Hectares more or less being Sections 1,2,3,4,5,6, and 7 Fairfield Downs Registration District, Sections 8,9,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26 and 27 Upper Fairfield Downs Registration District and Sections 28,29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,44,45,46,47, 48,49 and 50 Middlehurst Run Awatere Registration District and being all the land comprised and described in Certificate of Title 5A/868 (Marlborough Registry) LIMITED AS TO PARCELS and Subject to:

(i) Mortgage 161832.4

**SECONDLY:** Pastoral Lease of Pastoral Land under the Land Act 1948 No. P. 20 comprising 19,574.6445 Hectares more or less being Pastoral Run 215, Blocks XI, XII, XIV, XV and XVI, Spray Survey District Blocks II, III, and IV Upcot Survey District and part Run 216, Blocks VII, VIII, XI, XII, XV and XVI, Upcot Survey District and Blocks V, IX and XIII Tapuaenuku Survey District and Blocks II, III, VI and VII Tone Survey District and being the lands comprised and described in Certificate of Title 46/201 (Marlborough Registry) Subject to:

(i) Mortgage 104786.2

**THIRDLY:** An Estate in fee simple in all that parcel of land containing 1.979 Hectares more or less situate in Block XXII Hodder Survey District being Lot 1 on Deposited Plan 6607 and being all the land comprised and described in Certificate of Title 4A/1040 (Marlborough Registry) Subject to:

(i) Compensation Certificate 77885

**FOURTHLY:** An Estate in fee simple in all that parcel of land containing 5286.9968 Hectares more or less being Sections 54,55, 56,57,58,59,60,61,62,63,64,65,66,67,68,69,70,71,72 and 73 Fairfield Downs Registration District, Sections 1,4,5,13,14, 15,17,18,20,21,22,28, and 33 and parts of Sections 2,3,6,7,8,9, 10,11,12,16,19,23,24,25,26,27,29,30,31,32,34,35,36, and 37 Upper Fairfield Downs Registration District and Sections 38,39,40 41,42,43,44, and 45 Upcot Run Awatere Registration District and being all the lands comprised and described in Certificate of Title 4A/1041 (Marlborough Registry) Subject to:

(i) Compensation Certificate 77885

(ii) Mortgage 104786.2

(iii) Consent 167613 MAR

## THE SECOND SCHEDULE

The Plan - attached

The Property Cap - \$236,533.00

*W. S. J.*





# MEMORANDUM OF RENEWAL OF LEASE

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

AND

IN THE MATTER of Pastoral Lease No 20 registered in Volume 46, folio 201, Marlborough Land Registry, from HER MAJESTY THE QUEEN to William John Page Stevenson and Robert Scott Page Stevenson both of Upcot, Farmers

Pursuant to Section 170 of the Land Act 1948 the term of the above-mentioned Lease registered in Volume 46, folio 201, Marlborough Land Registry, is renewed for a term of 33 years commencing on the 1st day of July 1993. 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 Landcorp Property Limited at Blenheim (as agent for the Crown) the annual rent of \$5,250.00 (exclusive of GST) calculated on a Rental Value of \$350,000.00 (exclusive of GST) 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.

Subject to Part IVA of the Conservation Act 1987 as shown on Survey Office Plan 7112.

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 hereunto subscribed their name this 1st day of June 1993.

SIGNED for and on behalf of HER MAJESTY THE QUEEN <sup>as Lessor</sup> by the Commissioner of Crown Lands in the presence of:

Witness: Bullen  
Pastoral Administration Officer  
Occupation: Department of Survey and Land Information  
Address: Wellington

[Signature]  
Commissioner of Crown Lands

SIGNED by the said William John Page Stevenson and Robert Scott Page Stevenson as Lessee in the presence of:

Witness: [Signature]  
Occupation: LAW CLERK TO RADICH DWYER HARDY-JONES CLARK  
Address: SOLICITORS BLENHEIM

[Signature]  
[Signature]

Correct for the purposes of the Land Transfer Act

No.

TRANSFER OF

*[Handwritten Signature]*

LESSOR  
SOLICITOR FOR THE TRANSFEREE

W J P and R S P STEVENSON Transferor

I hereby certify that this transaction does not contravene the provisions of Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952.

SOLICITOR FOR THE TRANSFEREE

HER MAJESTY THE QUEEN Transferee

I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

SOLICITOR FOR THE TRANSFEREE

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

Assistant / District Land Registrar

of the District of

MW0\_0022484



FEES PAID HEREON  
AVAILABLE  
TO *[Signature]*  
OF D.L.R.

1 2 4 8 23 JUL 91 10 00 AM '91  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY  
ASST. LAND REGISTRAR  
MARTIN BROWN  
DISTRICT LAND REGISTRAR

Solicitors for the Transferee

Approved by the Registrar-General of Land, Wellington, No. 367635.80

Under the Land Transfer Act 1952

# Memorandum of Transfer

SURRENDER

WILLIAM JOHN PAGE STEVENSON of Upcot, near Blenheim, Sheep farmer and ROBERT SCOTT PAGE STEVENSON of Upcot, Farmer as tenants in common in equal shares

being registered as proprietors

of an estate in leasehold

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in that piece of land situated in the Land District of Marlborough containing 19574.6445 hectares

more or less being Run 215 Blocks XI, XII, XIV, XV and XVI Spray Survey District and Part Run 216 Blocks VII, VIII, XI, XII, XV and XVI, Upcot Survey District, Blocks V, IX and XIII, Tapuaenuku Survey District and Blocks II, III, VI and VII, Tone Survey District Comprised in Certificate of Title 46/201

SURRENDER ACCEPTED BY HER MAJESTY THE QUEEN

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

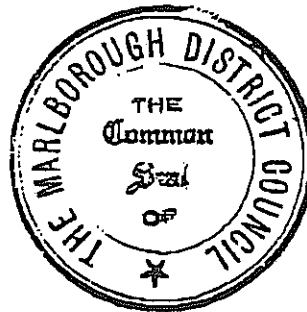
*[Signature]*  
S. D. BROWN  
COMMISSIONER OF CROWN LANDS  
LAND INFORMATION N.Z.  
WELLINGTON

Witness: *[Signature]*  
Occupation: LYNETTE PORTER  
TEAM MEMBER  
Address: NATIONAL OFFICE  
LAND INFORMATION N.Z.  
WELLINGTON

CONSENT TO SURRENDER

THE MARLBOROUGH DISTRICT COUNCIL as Charge Holder under and by virtue of Land Improvement Agreement No. 168831 DO TH HEREBY CONSENT to the within surrender BUT WITHOUT PREJUDICE to its rights powers and remedies otherwise under or in respect of the said Charge.

THE COMMON SEAL of THE MARLBOROUGH DISTRICT COUNCIL was hereto affixed in the presence of:



*[Signature]*

*[Signature]*

Pursuant to Section 37ZZZR of the Local Government Amendment Act 1992 I hereby certify that the above interest is vested in the Marlborough District Council pursuant to an Order in Council giving effect to the Re-Organisation Scheme for the Nelson/Marlborough Region.

.....  
Principal Administrative Officer  
*[Signature]*

PURSUANT to an Agreement dated 13 December 1995  
In Consideration of the issue of two new pastoral leases

~~(The above named persons hereby acknowledge)~~

Do hereby <sup>Surrender</sup> ~~transfer~~ to HER MAJESTY THE QUEEN

all

estate and interest in the

said land above described as and for Crown land subject to the Land Act 1948

In witness whereof these presents have been executed this 25  
of July 1997

day

Signed by the above named  
WILLIAM JOHN PAGE STEVENSON )  
and ROBERT SCOTT PAGE STEVENSON )  
~~in the presence of~~ as lessee in the )  
presence of: )

W J P Stevenson  
W J P Stevenson

Witness: Marilyn Rickard

R S P Stevenson  
R S P Stevenson

Occupation: MARILYN A. RICKARD  
LEGAL EXECUTIVE

Address: BLenheim

2104102



Department of Conservation  
*Te Papa Atawhai*

FILE: LEA  
26990  
March 27, 2002

Knight Frank  
P.O. Box 142  
Christchurch

Attention Murray Bradley/ Peter King

PASTORAL TENURE REVIEW -MIDDLEHURST, UPCOT, COMPENSATION

Dear Sirs

I refer to your letters CH1015, 1016 & 1017 of 25th and 21st March 2002 seeking the department's comments in respect of allocations and concessions within the above pastoral lease areas.

I have searched our allocation record maps and can find no indication that any areas within these lease areas were allocated to the department. As no areas within the leases were allocated we have therefore not granted any concessions within the lease areas.

The department is aware however that there are areas within these leases which do possess both significant natural values and other values such as access (ie Compensation) and is keen to be involved in the review process so these can be better defined and protected.

Yours faithfully

A handwritten signature in cursive script that reads "Jack Hayward".

Jack Hayward  
for Conservator

cc Robin Blackmore  
Mike Clare



Your Ref :P 31 Our Ref : CH 1017

21 March 2002.

Department of Conservation,  
Private Bag 5,  
**NELSON**

Attention: Mr Jack Heyward,

Dear Sir

Level 4, Knight Frank House  
76 Cashel Street  
PO Box 142  
Christchurch  
+64 (0) 3 379 9787  
+64 (0) 3 379 8440 fax

christchurch@knightfrank.co.nz  
www.knightfrank.co.nz

## **Pastoral Tenure Review – MIDDLEHURST PASTORAL LEASE**

As you are aware the process for the pastoral tenure review on certain runs has been more recently instigated, by Land Information New Zealand (LINZ).

This office, under contract to LINZ has the task of researching and providing a status investigation amongst other things.

To satisfy the requirements of the LINZ report, it is necessary for the Department of Conservation to comment, in respect to allocations (adjoining and or within) and any concessions over the run under review (NZMS 260 sheet reference (O30)

Attached a copy of Crown Lease CT MB 6A/536 SO plan 4456 & 7112 and a cadastral plan for your comment for the pastoral Lease area.

Part Run 216 situated in Blocks VII, VIII, XI, XII, XV and XVI Upcot Survey District , Blocks V, IX and XIII Tapuaenuku Survey District and Blocks II, III, VI and VII Tone Survey District.:Area: 11420.2288 Hectares.

Please advise accordingly. Thank you.

Yours faithfully  
**Knight Frank (NZ) Limited**

  
**Murray Bradley**  
**Crown Accredited Supplier/Nominated Person.**

Encl.

Ministry of Economic  
Development



Manatū Ōhanga

Crown Minerals

Date: 26/03/02

To: Murray Bradley

Fax Number: 03 379 8440

From: Michelle Stokes

(contact details below)

Priority:

Pages: 1

**NOTE OF CONFIDENTIAL INFORMATION:** This facsimile message contains information that is confidential and that may be subject to legal privilege. If you are not the intended recipient, you are hereby notified that you must not use, review, disseminate, distribute or copy this facsimile message. If you have received this message in error, please immediately notify us by facsimile or telephone (call collect) and return the original message to us by mail. Thank you.

**SUBJECT: PERMITS**

There are currently no granted permits or applications for permits over the areas described as Section 2 Block V Dommett as described on your fax of 19/3/02.

There are currently no granted permits or applications for permits over the areas described as Run 215, Pt run 216 on O29 and O30as described on your fax of 21/3/02.

Michelle Stokes  
NMI Administrator

Manager of New Zealand's  
crown owned mineral estate

Head Office, 33 Bowen Street, PO Box 1473, Wellington, New Zealand  
Tel: 474 2841; Fax: 499 0968; www.crownminerals.govt.nz



MREINZ

4<sup>TH</sup> FLOOR, 76 CASHEL STREET,  
PO BOX 142, CHRISTCHURCH,  
NEW ZEALAND  
Phone: (03) 379 9787 Fax (03) 379-8440

### FACSIMILE TRANSMISSION SHEET

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**FAX NO:** 04 499 0968 **No of Pages (including this one) :** 3

**ATTN:** Michelle Stokes

**COMPANY:** Crown Minerals

**FROM:** Murray Bradley

**DATE:** 21 March, 2002

**SUBJECT:** NZMS 260 Sheets O 29 & O 30 MINING INTERESTS

---

This office currently has a contract with Land Information New Zealand Wellington to research interests (if any) over certain back country pastoral runs.

Could you please advise if there are any Prospecting, Exploration and or Mining Interests granted over the area highlighted on the attached plans being;

Run 215 :Area:8154.4147 ha(NZMS O29&O30) and Part Run 216:Area:11,420.2288 ha (O30)  
NZMS 260 series Sheet O 29 & O 30

(If there is a granted interest, could I have a copy of the relevant sheet schedule and an A3 copy only from the Mining Privilege Map for the pastoral run area of interest.

Any costs involved please invoice this office to my attention and clearly mark the invoice "Contract 50268", thankyou.

Yours faithfully

  
Murray Bradley  
Manager Public Sector Services.