

Crown Pastoral Land Tenure Review

Lease name : ASHERIDGE

Lease number : PT 140

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.

April 09

RELEASED UNDER THE OFFICIAL INFORMATION ACT

SURVEY PLANS

D P 2135

D.P. 2135

29715

29778

29779

IX

32689

7.9/82

33758

7/20/20

32690

19

 $X|Y$

36389

D.P.2135

D.P.2135

I hereby certify that the above has been made from surveys executed by me, and that all places and surveys are as exact and have been made in accordance with the regulations of the German General dated the second month day of December 1856.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of this power do hereby depose and swear that I am a member of the German Assembly of New Zealand under the authority of the Queen of England.

Simulium
Described at Geneva the 31 day of June 1758 before me
J. B. Haller
A Justice of the Peace in the Canton of Geneva

- RECEIVED for deposit in the
Land Survey Office, Christchurch.
Per, *[Signature]* Secy of Department 1907

Robert Louis Stevenson

SHEET 1

PLAN OF

PART OF LOT 20

STATION	PEAK	ESTATE
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10
11	11	11
12	12	12
13	13	13
14	14	14
15	15	15
16	16	16
17	17	17
18	18	18
19	19	19
20	20	20
21	21	21
22	22	22
23	23	23
24	24	24
25	25	25
26	26	26
27	27	27
28	28	28
29	29	29
30	30	30
31	31	31
32	32	32
33	33	33
34	34	34
35	35	35
36	36	36
37	37	37
38	38	38
39	39	39
40	40	40
41	41	41
42	42	42
43	43	43
44	44	44
45	45	45
46	46	46
47	47	47
48	48	48
49	49	49
50	50	50
51	51	51
52	52	52
53	53	53
54	54	54
55	55	55
56	56	56
57	57	57
58	58	58
59	59	59
60	60	60
61	61	61
62	62	62
63	63	63
64	64	64
65	65	65
66	66	66
67	67	67
68	68	68
69	69	69
70	70	70
71	71	71
72	72	72
73	73	73
74	74	74
75	75	75
76	76	76
77	77	77
78	78	78
79	79	79
80	80	80
81	81	81
82	82	82
83	83	83
84	84	84
85	85	85
86	86	86
87	87	87
88	88	88
89	89	89
90	90	90
91	91	91
92	92	92
93	93	93
94	94	94
95	95	95
96	96	96
97	97	97
98	98	98
99	99	99
100	100	100

COMPRISING PTS R.S. 29779, 29893, 32686, 32689, 32690, 33758

WAIMATE COUNTY

J. BLAIRIS, LICENSED SURVEYOR

CORE. Dec. 1964

Seal of China

2007年2月

San. 66141. S. 10000000

பெரிய அளவுக்கு உயர்ந்திருக்கிறது.

D.P 2135

Having first by that the plan has been made from survey conducted by me and that such plan and survey are correct and have been made in accordance with the regulations of the Surveyor General dated 18th November 1894.

And further that the plan has been made in accordance with the survey conducted by me and that such plan and survey are correct and have been made in accordance with the regulations of the Surveyor General dated 18th November 1894.

James Smith

Dated at Gore this 15 day of June 1904

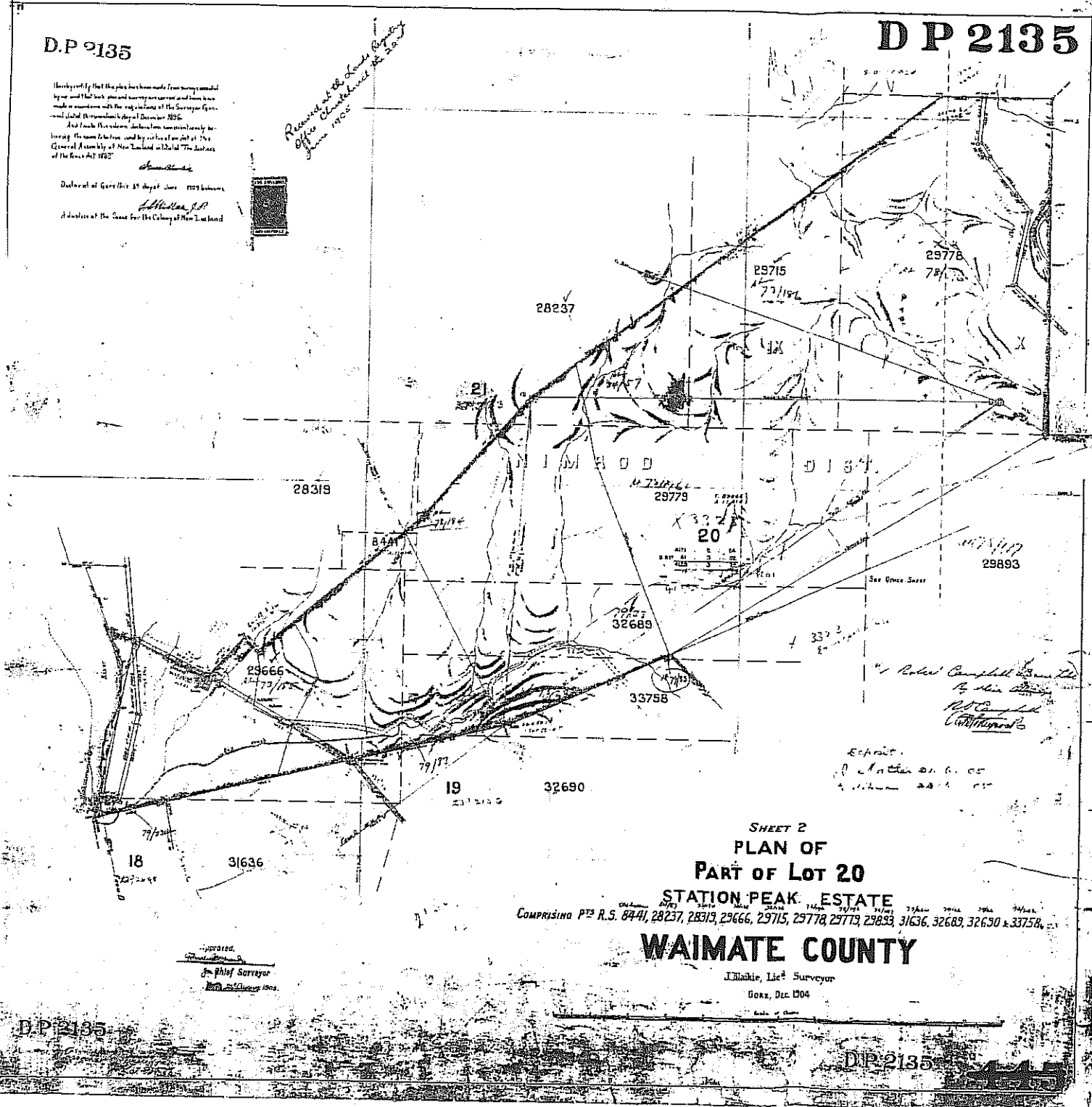
L. Williams, J.P.

A Justice of the Peace for the Colony of New Zealand



D P 2135

*Revised to show
the District of
June 1904*



SHEET 2
PLAN OF
PART OF LOT 20

STATION PEAK ESTATE

COMPRISING PT'S R.S. 8441, 28237, 28319, 29666, 29715, 29778, 29779, 29893, 31636, 32689, 32680 & 33758.

WAIMATE COUNTY

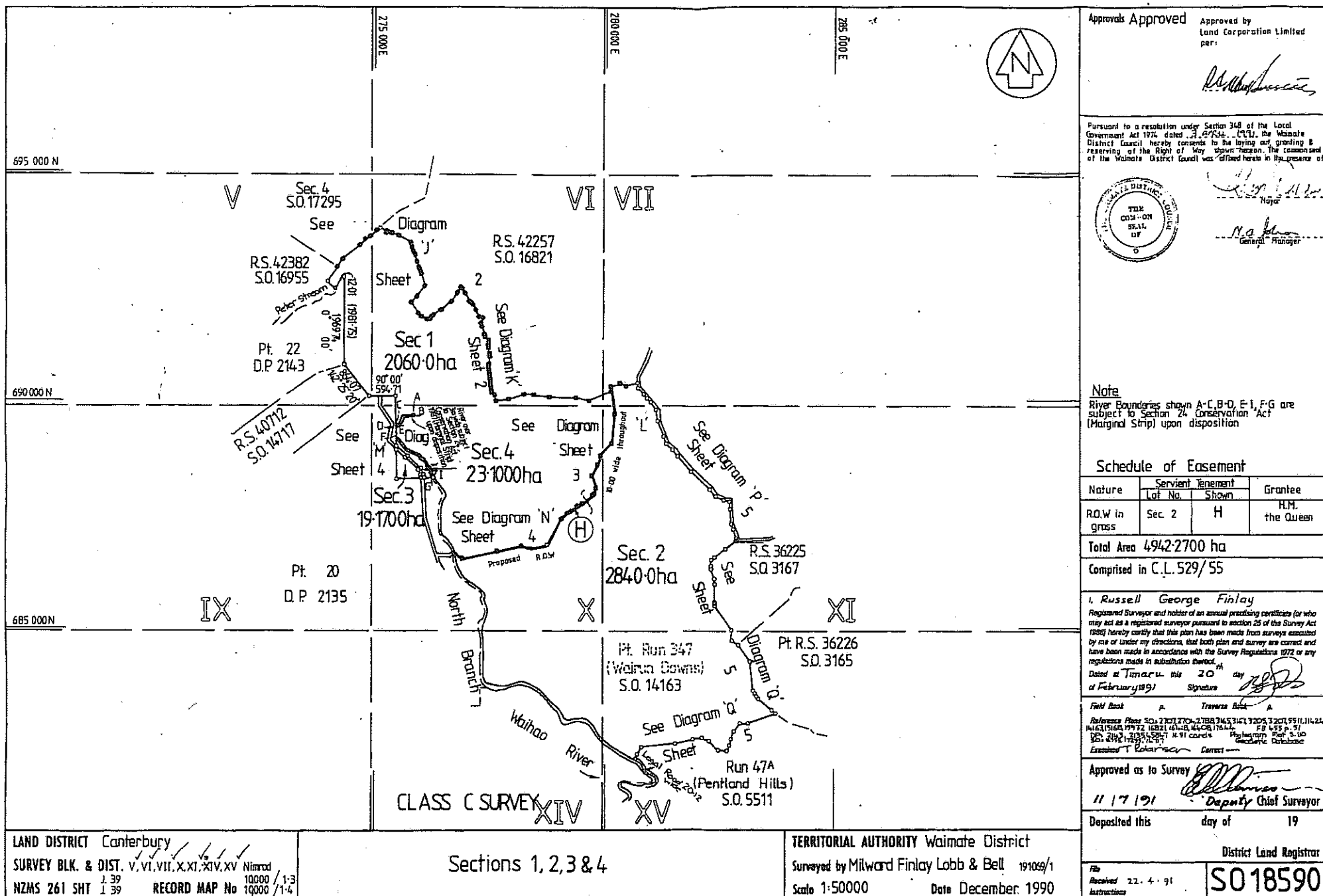
J. H. Mackie, Lic^d Surveyor

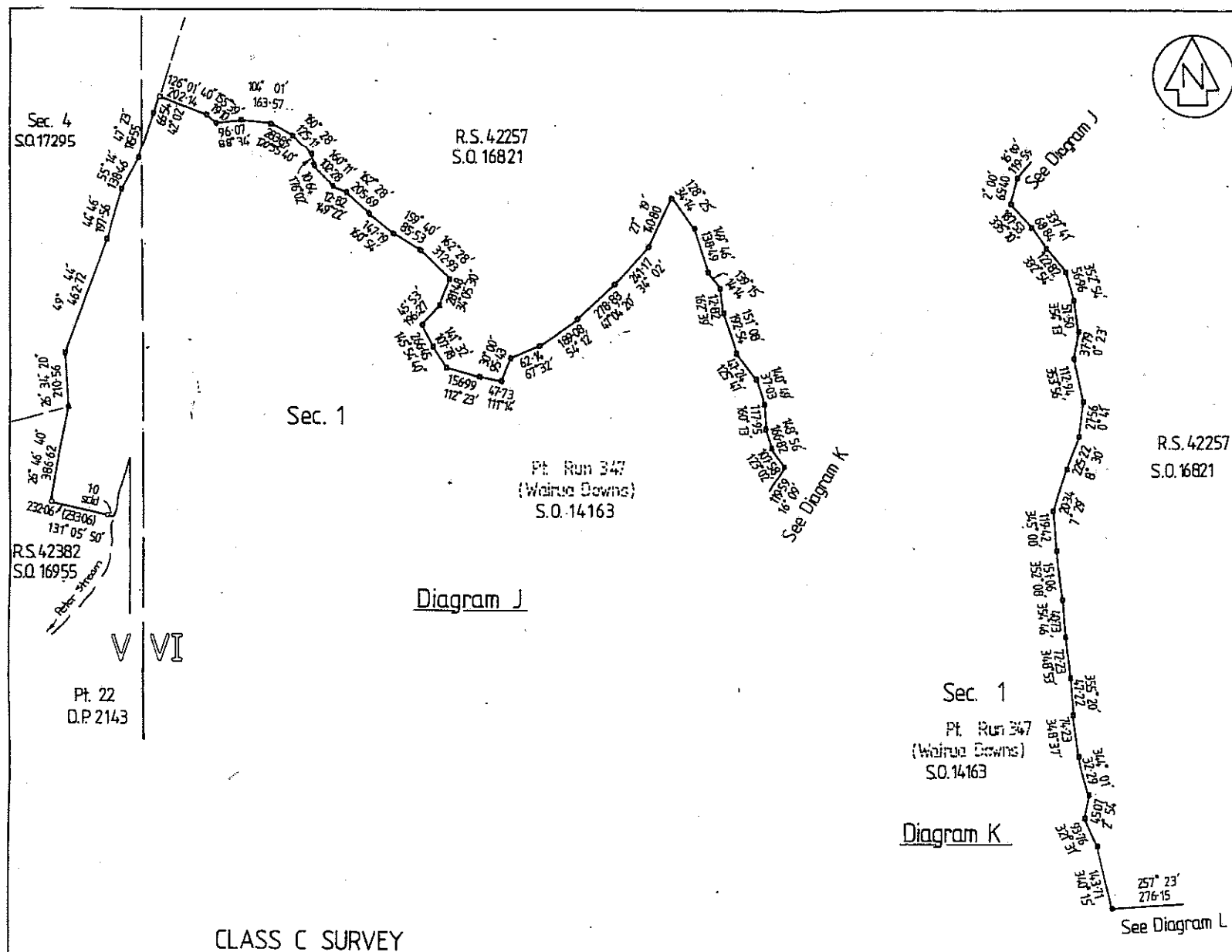
GORE, DEC. 1904

APPROVED
J. H. Mackie, Lic^d Surveyor
GORE, DEC. 1904

D.P 2135

D.P 2135





CLASS C SURVEY

LAND DISTRICT Canterbury
SURVEY BLK. & DIST. v, VI, VII, X, XI, XIV XV Nimrod
NZMS 261 SHT 1 39 RECORD MAP No 10000/1-3
10000/1-4

Diagrams J & K

TERRITORIAL AUTHORITY Waimate District
 Surveyed by Milward Finlay Lobb & Bell 191069/1
 Scale not to scale Date December 1990

Approvals

Total Area	100
------------	-----

Comprised in

4. Russell George Finlay
Registered Surveyor and holder of an annual practicing certificate for who
may act as a registered surveyor pursuant to section 25 of the Survey Act
1960 hereby certify that this plan has been made from surveys executed
by me or under my directions, that both plan and survey are correct and
have been made in accordance with the Survey Regulations 1972 or any
regulations made in substitution thereof.
Dated at Timaru, this 20th day of February 1994. Signature *R G Finlay*

Field Book	p.	Traverse Book	p.
Reference Plot SO 2103, 2104, 2188, 3165, 3167, 3205, 5511, 11424, 11425, 11932, 14821, 3207		FB 455 p 51	N 51 cards
DP 2135, 2143, 13847.			Photogram plot 5.110
SO 1295, 1295, 1477			Genetic Database

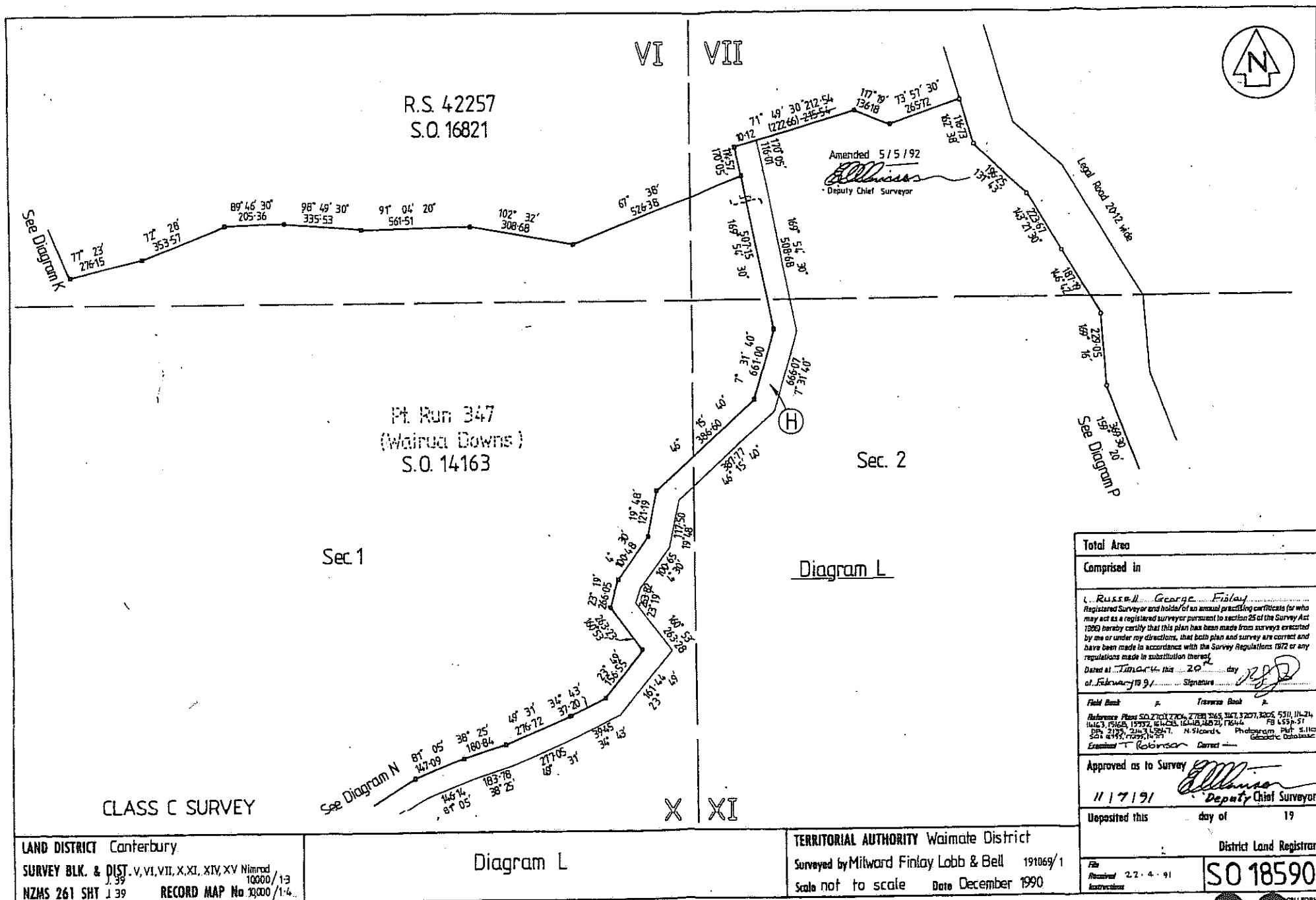
Approved as to Survey *[Signature]*
11/7/91 Deputy Chief Surveyor

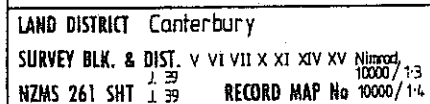
Deposited this day of 19

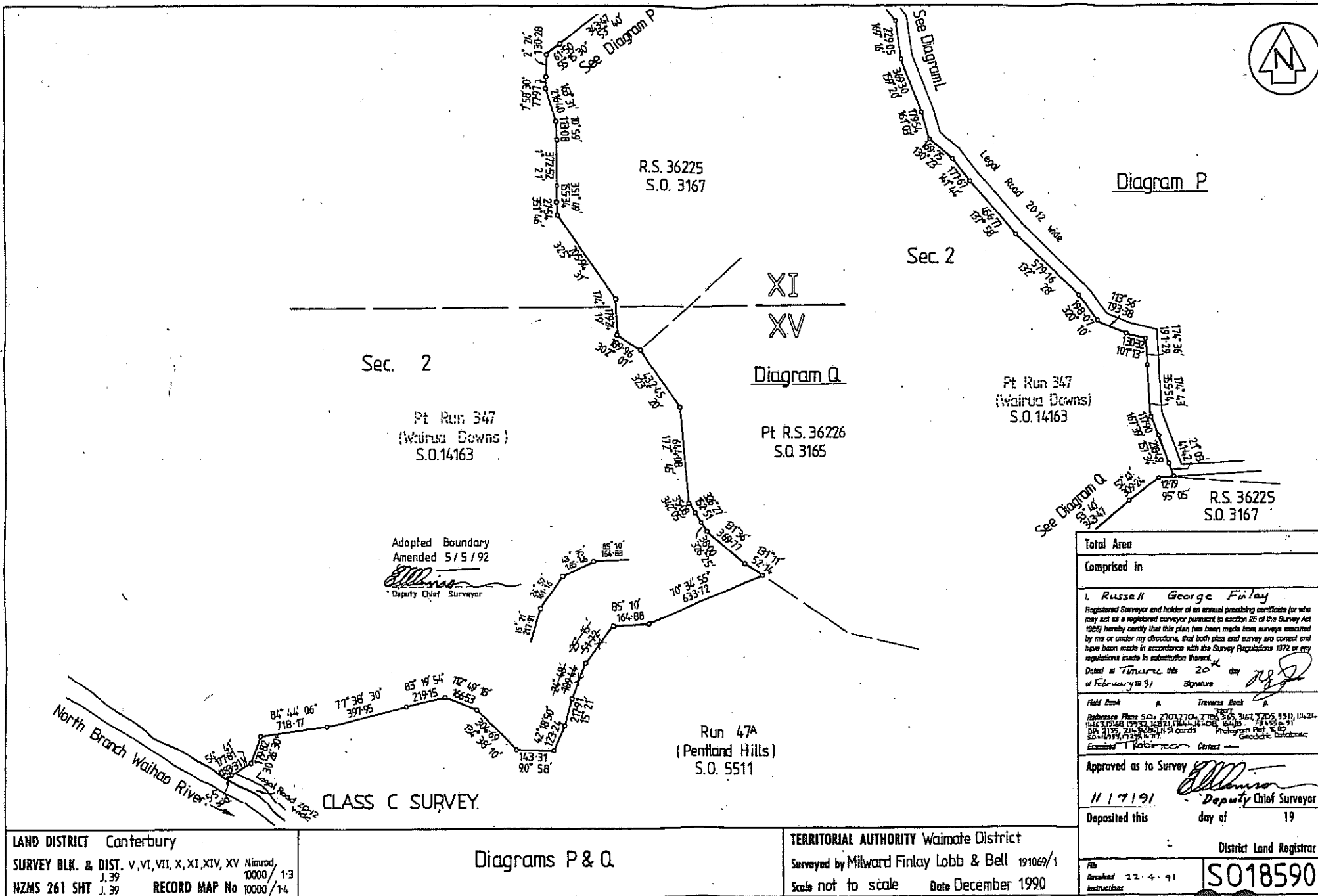
District Land Registrar

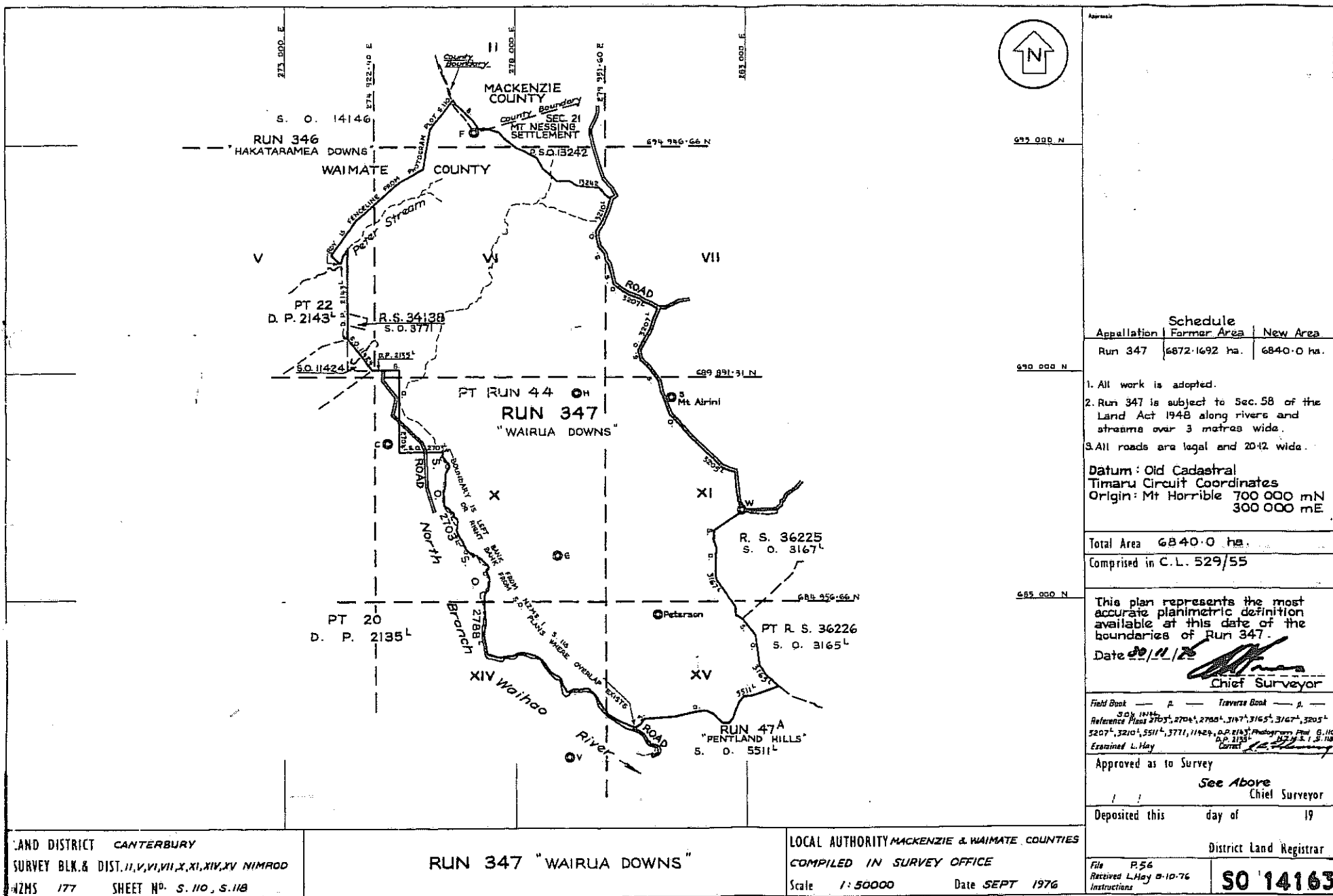
File
Received 22.4.93
Instructions

SO 18590









"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

RELEASED UNDER THE OFFICIAL INFORMATION ACT

MISCELLANEOUS

RELEASED UNDER THE OFFICIAL INFORMATION ACT



Department of Conservation
Te Papa Atawhai

Our ref: PAR 019, PAP 12-04-206

30 July 2002

The Manager
DTZ
P O Box 142,
Christchurch,

Attention: Peter King

Dear Sir

PASTORAL LEASE STATUS CHECKS - ASHERIDGE

I refer to your letter of 5 July 2002.

Our records show that Asheridge Pastoral Lease does not have any Conservation land within the relevant boundaries. Parcels of Public Conservation land adjoin the property however. Please refer to the attached plan. Details are:

- J39/30 - Waihao River Marginal Strips - These are shown as moveable marginal strips on the SO plan attached to your letter. These are held pursuant to Part IVA of the Conservation Act 1987. These areas are technically outside the lease boundaries.
- J39/134 - Mt Nimrod retirement area. This land has been surrendered from the Mt Nimrod Pastoral Lease, and is in the process of being gazetted as Conservation land. The gazettal is presently held up at Land Information New Zealand, so technically the land is UCL for the time being.

None of the lands are within the boundary of the ^{Asheridge} Otematata pastoral lease, so I have not made any enquiries regarding concessions that may be issued over either parcel. There are a number of generic concessions applying over the majority of Public Conservation Land in the conservancy, and will technically be in place over the marginal strips.

This lease is unusual in that there is a relatively recent survey plan, and this plan identifies that the Waihao River is subject to Section 24 marginal strips. It is difficult to say whether the other waterways on the property were assessed to determine whether they were of qualifying width or not. While it seems likely that no other marginal strips exist on the property, I do not believe I am in a position to give an answer with any degree of certainty without the knowledge of whether the surveyor considered that question specifically.

Yours faithfully

Robert Cant
Statutory Land Management Officer (Community Relations)
For Conservator, Canterbury
Email: Rcant@doc.govt.nz

Canterbury Conservancy

Private Bag 4715, 133 Victoria Street, Christchurch, New Zealand
Telephone 03-379 9758, Fax 03-365 1388

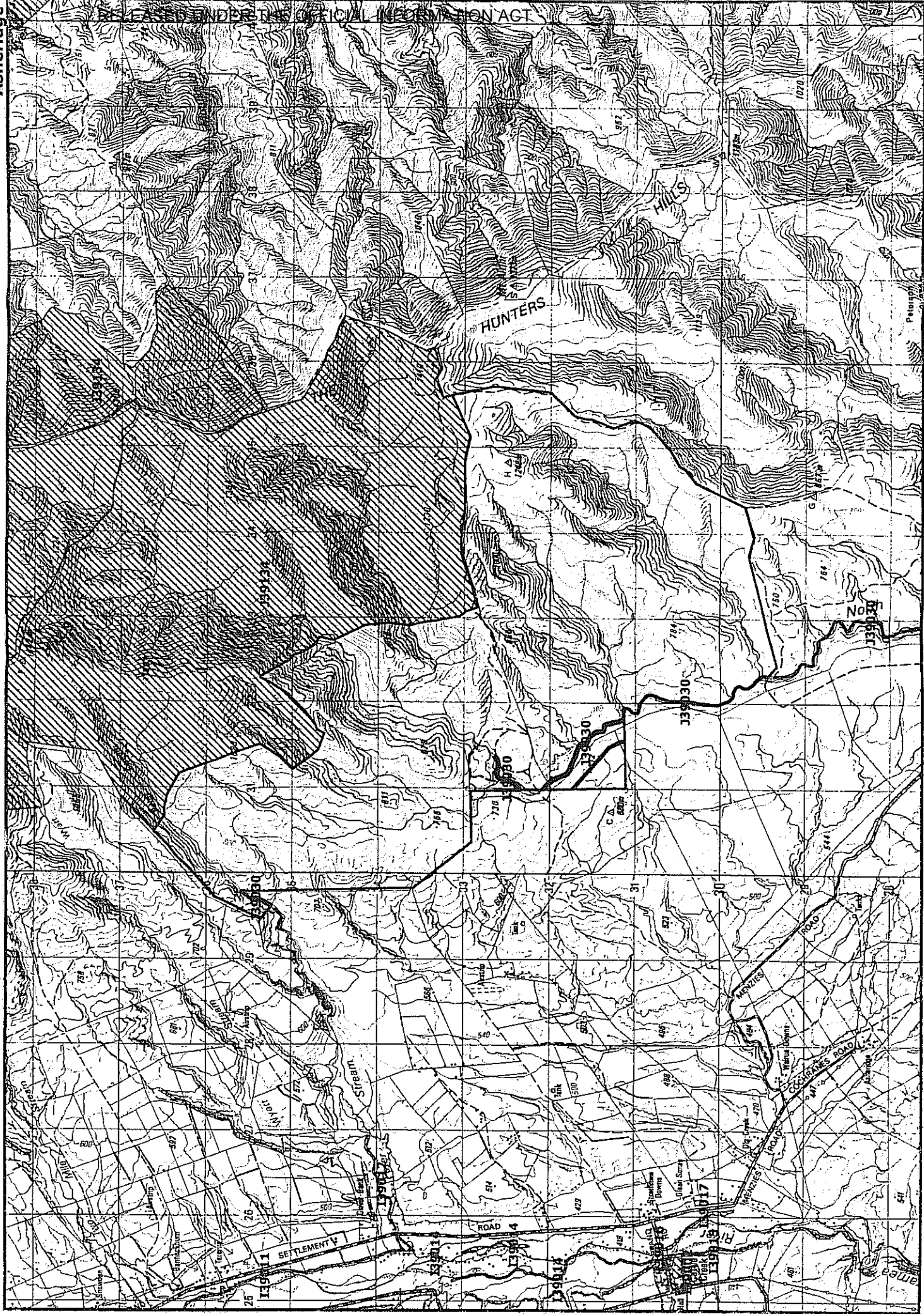
DTZ New Zealand Ltd.

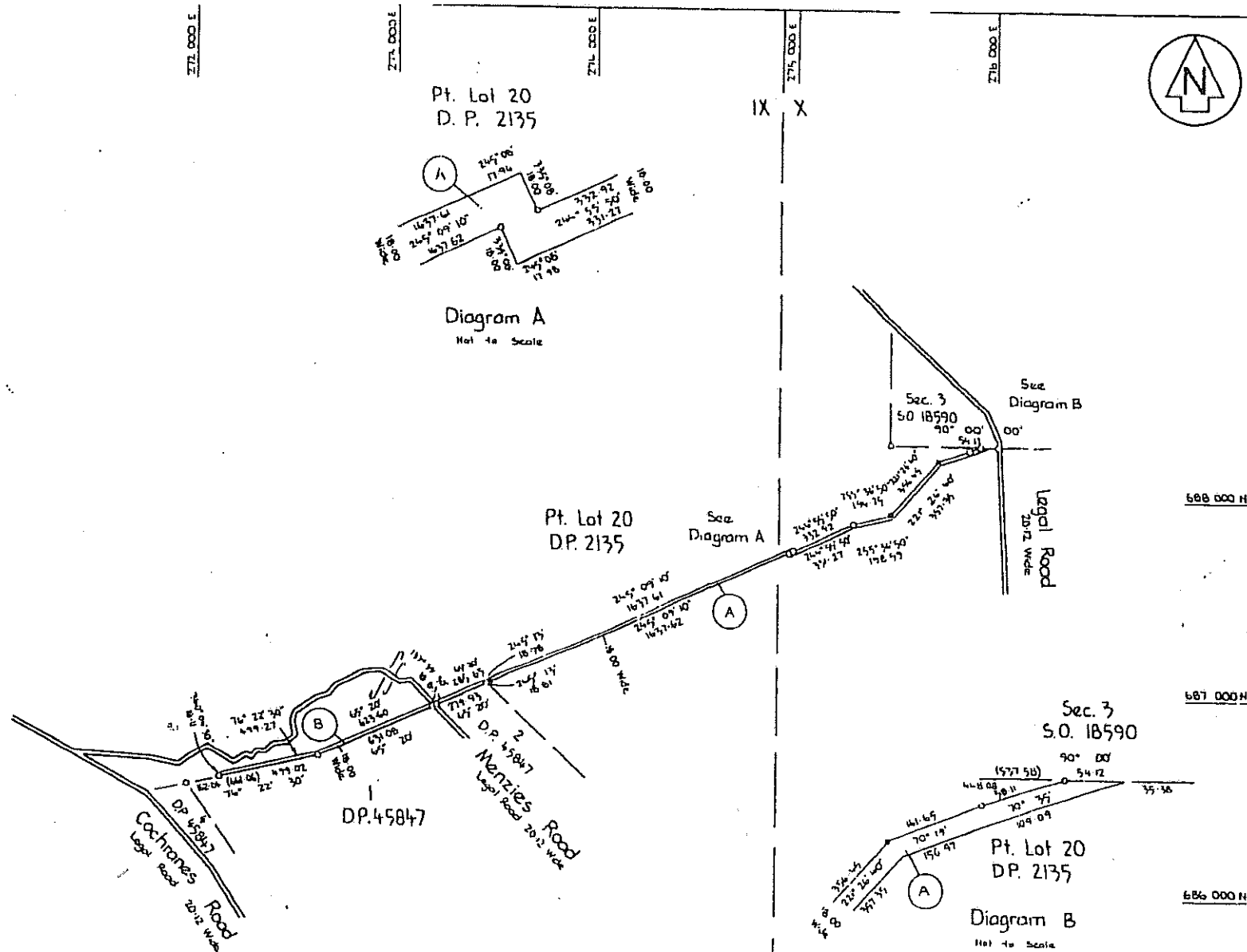
31 JUL 2002

131/07/2002

Asheridge

RELEASED UNDER THE OFFICIAL INFORMATION ACT





Approvals

M.A. Small

F.V. Small

Pursuant to a resolution under Section 34B of the Local Government Act 1974 dated the 7th day of JUNE 2000 the Waimate District Council hereby consents to the laying out, granting and reserving of the right of way shown hereby. The Common Seal of the Waimate District Council was affixed hereto this 31st day of August 2000 in the presence of

Mayor

Chief Executive



CLASS OF SURVEY: III

Schedule of Easements

Nature	Shown	Servient Tenement	Dominant Tenement
Right of Way	A & B	Pt Lot 20 D.P. 2135 C.T. 2051810	Sec. 3 S.O. 18590 Lot 4 D.P. 45847

Total Area

Comprised in C.T. 2051810 and only

I, Stephen Timothy McAuley, being a person entitled to practice as a registered surveyor certify that:
(a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Survey Act 1980 and the Survey Regulations 1980.
(b) This dataset is accurate and has been created in accordance with that Act and those Regulations.

Signed P. J. M. McAuley Date 9/8/2000

Field Book 712 p. 445 p. 445 p.

Reference Plan D.P. 2135, D.P. 45847, S.O. 21016

S.O. 18590

Examined DP Correct

Approved as to Survey

13/09/00

Chief Surveyor

Deposited this _____ day of _____

Registrar General of Land

File Received 10.08.00 Instructions

DP 83314

LAND DISTRICT Canterbury
Survey Blk: IX & X Nimrod
NZMC 261 Sheet _____ Record Map No. _____

Proposed Easements over Pt. Lot 20 D.P. 2135

TERRITORIAL AUTHORITY Waimate District
Surveyed by Cowan Holmes McAuley Ltd 5028
Scale 1:15000 Date May-June 2000

RELEASED UNDER THE OFFICIAL INFORMATION ACT

COPY

ADDENDUM

COPY

Parties: ("the parties")

Received

- 3 JUL 2000

GRAHAM JAMES COCHRANE and THELMA JEAN COCHRANE
(Vendors)

PAULINE MARGARET BAILEY and MILTON FRANCIS BAILEY
(Purchasers)

Agreement: ("the said agreement")

Dated 21st February 2000 (re sale and purchase of Certificate of Title 41A/27 and 27B/511).

The parties agree that the said above dated agreement is amended as follows:-

1. That MILTON FRANCIS BAILEY is also a purchasing party.
2. That clause 27 of the said agreement is cancelled and replaced with the following clause 27, namely:-

New clause 27 for Agreement of 21.2.2000:

Notwithstanding anything in clause 21 the parties agree and acknowledge that the terms of such easement must be satisfactory in all respects to the Vendors and the Purchasers and if for any reason by virtue of the conditions imposed by the Grantor of the easement (being in addition to those contained in the agreement referred to in clause 3 hereof) or from any lawful authority the Vendors do not wish to comply with such terms or the Purchasers do not accept such terms the Vendor and the Purchaser shall each have the separate right to withdraw from this agreement and neither

* LG 17.8

RELEASED UNDER THE OFFICIAL INFORMATION ACT

party shall have any action in law or equity against the other.

3. That the parties have together with the Grantors referred to therein entered into an agreement to better define the position of and easement terms as between themselves and a true copy thereof is annexed hereto and shall form part of the said agreement.
4. In no other way is the said agreement intended to be amended.

Dated the 8th day of June 2000

Hochman
Vendors

S. Hochman

M. F. Barkley
Purchasers

M. F. Barkley

RELEASED UNDER THE OFFICIAL INFORMATION ACT

- 3 JUL 2000

RECEIVED

BETWEEN

GRAHAM JAMES COCHRANE and
THELMA JEAN COCHRANE of
Hakataramea, Farmers

A N D

MAURICE ALEXANDER SMALL and
PATRICIA VICTORIA SMALL of
Hakataramea, Farmers

A N D

MILTON FRANCIS BAILEY and PAULINE
MARGARET BAILEY of Hakataramea,
Farmers

AGREEMENT TO CREATE EASEMENT

PASLEY DEAN & KIRK
SOLICITORS
P O BOX 242
20 WEAR STREET
QAMARU
PHONE (03) 434 5128
FAX (03) 434 7695

M. F. B.
pub

- 3 JUL 2000

RECEIVED

AGREEMENT TO CREATE EASEMENT

BETWEEN GRAHAM JAMES COCHRANE and THELMA JEAN COCHRANE of
Hakataramea, Farmers ("the Cochranes")

AND MAURICE ALEXANDER SMALL and PATRICIA VICTORIA SMALL of
Hakataramea, Farmers ("the Smalls")

AND MILTON FRANCIS BAILEY and PAULINE MARGARET BAILEY of
Hakataramea, Farmers ("the Baileys")

RECITALS

- (a) The Cochranes are the registered proprietors of freehold land being lots 4 and 5 DP 45847 being all the land contained in certificate of Title 27B/511 Canterbury Registry and are Lessees in respect of a pastoral lease of sections 1, 3 and 4 on SO 18590 Asheridge being all the land contained in Certificate of Title 41A/27 Canterbury Registry.
- (b) The Smalls are the registered proprietors of part lot 20 DP 2135 being all the land contained in Certificate of Title 20F/870 Canterbury Registry.
- (c) Baileys have entered into an agreement for sale and purchase with the Cochranes in respect of the land as described in recital (a) above.
- (d) There is a long standing arrangement between the Cochranes and the Smalls that the Cochranes may pass over the land of the Smalls for the purposes of moving stock between the land contained in the freehold title of the Cochranes and the land contained in the pastoral lease of the Cochranes.
- (e) The parties now desire that a specific route be fenced for the purposes of moving stock and that a legal Easement be registered in respect of such route.

THE PARTIES NOW AGREE:

- 1. In consideration of the sum of \$1.00 the receipt of which is acknowledged the Smalls shall grant a right of way over that part of the land contained in Certificate of Title 20F/870 as indicated on the annexed plan subject however to survey to be forever appurtenant to the land of the Cochranes contained in Certificate of Title 27B/511.
- 2. The actual location of the Easement shall be determined by survey but shall be generally along existing boundary and subdivisional fence lines where practical.

3. The Easement strip shall be approximately 18 metres wide and the strip shall be fenced on both sides, one fence being generally the existing fence, the other fence being a post, standard, and wire fence comprising one strand of No.8 wire, five high tensile strands and topped with one strand of barbed wire. The Cochranes shall utilise such fencing materials currently situated on their property for the fence itself and should there be a shortfall in completing the fence arising from the materials currently in the Cochranes' possession then the Cochranes shall supply further fencing material to complete the work as is required in the Cochranes' opinion. Baileys shall be responsible for the erection of the fencing required to secure the easement from points A to B. The Easement strip shall be over the area shown on the attached map and marked A to B to C.
4. The Cochranes will be responsible for all legal, surveying and associated costs relating to the Easement including the legal costs of the Smalls but not the legal costs of Baileys in relation to this agreement which shall be payable by themselves. The parties will do all acts and deeds and will execute all such further transfers deeds consents or other documents which are required to be executed in order to give full legal effect to the Easement.
5. Ownership of the new fence to be erected between points A and B will be retained by Asheridge and maintenance of that fence will be the responsibility of Asheridge, ownership of the new fence marked B to C will be retained by Dip Creek and maintenance of that fence shall be the responsibility of Dip Creek. This however is subject to each party being responsible for any damage caused by them or their stock.
6. Maintenance of the right of way itself shall be the responsibility of Asheridge, Dip Creek reserving the right to graze the land in non-active periods. The right of way is intended for the passage of stock between the two Asheridge properties and the consequential use by Asheridge of accompanying vehicles, men, dogs etc that are required for the transfer of such stock from property to property.
7. Concurrent with the granting and creation of the easement to Asheridge by Dip Creek, Mr & Mrs Small, the owners of Dip Creek, will at their cost continue the lane way along the lines of the legal easement down their fence line to the Asheridge property (as marked B to C on the annexed plan).
8. Pursuant to the terms of the easement the owners of Asheridge shall be required to use the lane way (A to C) for the movement of stock between the two Asheridge properties PROVIDED HOWEVER that it shall be incorporated into the terms of the easement that in the unlikely event that the lane (marked B to C) or any part thereof is for any reason impassable then the existing unfenced public roadway could be used for the passage of stock by droving after consultation with the owners of Dip Creek.
9. In the event of such impassability or other emergency requiring consideration of the use of the roadway for the droving of stock the grantors (Mr & Mrs Small or their

RELEASED UNDER THE OFFICIAL INFORMATION ACT

successors in title) shall, pursuant to the terms of the easement, not be entitled to withhold their consent unreasonably. At the same time it is agreed and acknowledged between all parties that the restrictions on the use of the roadway relate only to the droving on foot of stock and to no other lawful purpose.

10. The purpose of the preceding clause of this agreement is to minimize the likelihood of cross infection of foot rot etc between the two flocks.
11. This agreement may be executed in two or more counterparts each of which shall be deemed an original but all of which together will constitute one and the same agreement. Facsimile copy of this agreement showing representation of the signature of a part shall be deemed to be an original counterpart.
12. Should any dispute arise regarding any matter relating to this agreement then that dispute shall be referred to arbitration of a sole arbitrator in terms of the Arbitration Act 1996. If the parties are unable to agree as to an arbitrator then the President of the time being of the Canterbury District Law Society shall nominate the arbitrator. The transfer creating the Easement shall likewise contain an arbitration provision.

Signed by:

G J Cochrane
G J COCHRANE

10.5.2000
Date

Signed by:

T J Cochrane
T J COCHRANE

10.5.2000
Date

Deed
Witness signature

ANTHONY DEED
Witness Name

CASUAL AGRICULTURAL WORKER
Witness Occupation

36 OLD SLIP RD, HAKATARAMEA
Witness Address

Deed
Witness signature

GRANT GEORGE DEED
Witness name

CASUAL AGRICULTURAL WORKER
Witness Occupation

36 OLD SLIP RD, HAKATARAMEA
Witness Address

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Signed by:

M. A. Small

M A SMALL

10-5-2000

Date

Grant George Deed

Witness signature

GRANT GEORGE DEED

Witness Name

ACTUAL AGRICULTURAL WORKER

Witness Occupation

36 OLD SLIP RD, HAKATARAMEA

Witness Address

Signed by:

P V Small

P V SMALL

10-5-2000

Date

Grant George Deed

Witness Signature

GRANT GEORGE DEED

Witness Name

CASUAL AGRICULTURAL WORKER

Witness Occupation

36 OLD SLIP RD, HAKATARAMEA

Witness Address

Signed by:

M F Bailey

M F BAILEY

17/5/2000

Date

Doreen Mary Gardner

Witness signature

Doreen Mary Gardner
Legal Executive to
Walker MacGeorge & Co
Solicitors, WAIMATE

Witness Name

Witness Occupation

Witness Address

Signed by:

P M Bailey

P M BAILEY

17-5-2000

Date

Doreen Mary Gardner

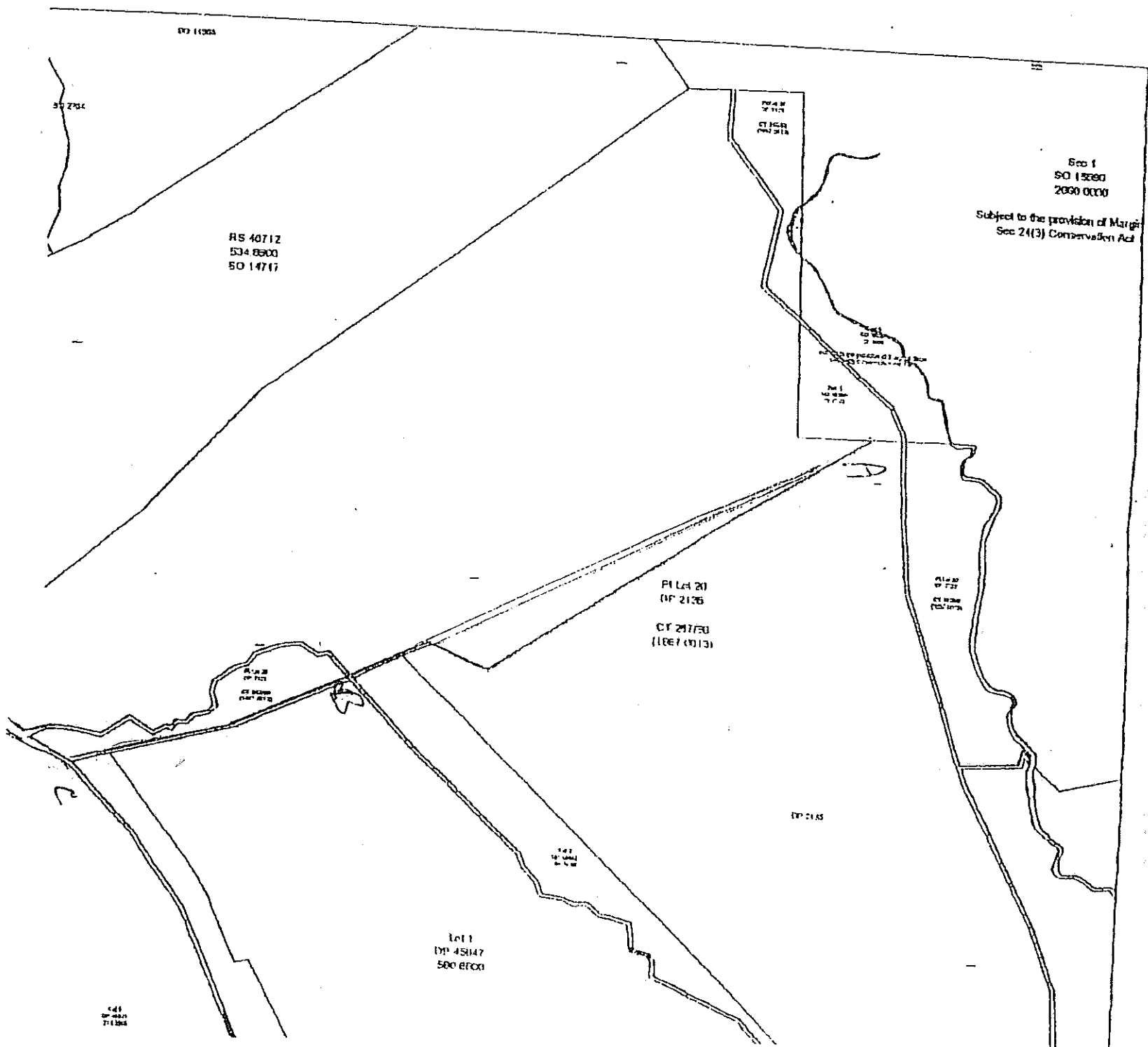
Witness signature

Doreen Mary Gardner
Legal Executive to
Walker MacGeorge & Co
Solicitors, WAIMATE

Witness Name

Witness Occupation

Witness Address



RELEASED UNDER THE OFFICIAL INFORMATION ACT

NOTICE OF RATING VALUATION

18 OCT 2001

RECEIVED

Pt 140
Asheridge

WAIMATE DISTRICT COUNCIL

Local Authorities use information contained in the district valuation roll to levy rates. This notice details information on your property that is contained in the district valuation roll of Waimate District Council. Previously, the district valuation roll was maintained by the Valuation Department. However, the Rating Valuations Act 1998 now obliges Councils to maintain the valuation rolls but allows them to choose their valuation service provider.

The Valuer-General regulates the maintenance of district valuation rolls to ensure that they meet the minimum standards set out in the Rating Valuations Act, the Rating Valuations Regulations and rules of the Valuer-General.

This notice of valuation has been issued as a result of a **General Revaluation**.

Waimate District Council has contracted Quotable Value New-Zealand to carry out this work.

If you wish to discuss this valuation write to:

Quotable Value New Zealand Ltd, P O Box 5019, Wellington.

Or telephone (04) 499 2571, or call toll free on 0800 787 284.

Please quote the following valuation reference number in all correspondence:

25120 14202

PROPERTY VALUE

Property value as at 01 September 2001, being the date of the latest revaluation of Waimate District Council:

Land Value \$160,000

Value of Improvements \$80,000

An explanation of the terms Land Value, Value of Improvements, and Capital Value is provided overleaf.

Capital Value \$240,000

PROPERTY DETAILS

Property Address: 0 MENZIES RD
Owner's Name: Land Information New Zealand
Occupier's Name(s): David Harley Feary, Alison Lesley Price
Nature of Improvements: FENCING, OTHER IMPROVEMENTS
Area of Land: 2102.2700 hectares
Legal Description: SECS 1 3-4 SO 18590 BLKS VI VII X XI NIMROD SD

OBJECTION DATE

Objections must be lodged no later than 18 November 2001. Refer overleaf for details on the objection procedure.

FURTHER INFORMATION

Please refer overleaf of page 1 for an explanation of terms used in this notice, and answers to commonly asked questions including the objection procedure. If you are in need of more assistance, contact the office shown at the top of this notice.

RELEASED UNDER THE OFFICIAL INFORMATION ACT



CONSERVATION
TE PAPA ATAWHAI

Our ref: PAS 056

3 November 1992

Landcorp Property Limited
P O Box 564
Timaru

Attention: B J McGartland
Property Consultant

Dear Mrs McGartland

WAIRUA DOWNS EASEMENT

Thank you for your letter of 8 October 1992 regarding the situation with this surrender and easement in favour of Her Majesty The Queen.

This Department is keen to finalise the easement and I will now arrange for the necessary document to be prepared and executed as soon as possible in the hope that it will be able to be registered at the same time as your documents are registered. Would you please let me know when you anticipate your documents will be ready for registration.

Unfortunately we have very little information regarding the proposed easement on our file as the agreement to surrender the land and create this easement seem to predate the creation of this both Department and Landcorp. All I am aware of at this stage is the position of the easement from the S O plan and the fact it is to be 20 metres wide. If you hold any former Lands and Survey files could you please check and see if there are any agreements setting out the conditions of the easement and if possible forward me a copy as soon as possible. Any additional information you could supply would be greatly appreciated.

Yours faithfully

Diane Fitzharding-Jones
Conservation Officer (Statutory Management)
for Regional Conservator

LANDCORP - TIMARU
RECEIVED
- 6 NOV 1992
Job: Code:

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Entered in the Register Book as Volume
Folio (Canterbury Registry) this
day of 1994
at o'clock.

District Land Registrar, Canterbury

DEED OF GRANT OF EASEMENT
(Pursuant to Section 60 Land Act 1948)

THIS DEED made this day of 1994 BETWEEN HER MAJESTY THE QUEEN acting by and through the Commissioner of Crown Lands for the Land District of Canterbury (hereinafter with her successors, assigns and lessees and licensees referred to as the Grantor) ~~of the one part~~ AND HER MAJESTY THE QUEEN acting by and through the Minister of Conservation (hereinafter with Her successors and assigns referred to as the Grantor) ~~of the one part~~.

WHEREAS the Grantor is the owner of all that piece of Crown land held subject to the Land Act 1948 situated in blocks VII, X and XI Nimrod Survey District and being part Section 2 S O 18590 marked 'H' on the said plan.

AND STEWART JOHN COCHRANE, MERYLYN ROSALIE COCHRANE and JAMES STEWART COCHRANE all of Hakataramea, Farmers (hereinafter referred to as 'the Lessees')

AND WHEREAS the Grantee is desirous of providing public access over the said land and to that end has requested the Grantor to grant a Right of Way easement over the said land.

AND WHEREAS the Grantor has agreed to grant a Right of Way easement over the said land.

AND WHEREAS the Lessees are the Crown's tenants in respect of the land over which the easement is to be granted.

NOW THEREFORE in consideration of the premises the Grantor DOTH HEREBY CONVEY AND GRANT unto the Grantee the full free uninterrupted and unrestricted right liberty and privilege for the Grantee her servants agents workmen licensees invitees and the public from time to time and at all times by day and by night (except where the right of way or any part thereof is closed as provided below) to go pass and repass on foot only over and along the land subject to the easement subject to the following terms and conditions:

RELEASED UNDER THE OFFICIAL INFORMATION ACT

- a) The right of way or any part thereof may be closed from time to time by agreement between the Grantor or the Lessee from time to time of the land subject to the right of way (~~hereinafter referring to as "the said Lessee"~~ and the Grantee.
- b) Unless properly authorised by the Grantee after consultation with the Grantor or the ~~said~~ Lessee no person shall carry any firearm on or within 100 metres of the right of way or take or have in their charge any dog on the right of way.
- c) No person shall:
 - i) Light any fire on the right of way
 - ii) Take or ride or have in their charge any horse on the right of way
 - iii) Unless permitted by the Grantor or the said Lessee take or have in their charge on the right of way any dog for which an authority in terms of Clause (b) above has not been given.
 - iv) Take, drive or have in their charge or control any motor vehicle on the right of way.
 - v) Enter or remain on the right of way or any part of the right of way that is for the time being closed by agreement between the parties.
 - vi) Discharge or shoot any firearm across or on or within 100 metres of the right of way.
 - vii) Wilfully damage or remove any crop, pasture, tree or plant (other than a plant *that is a noxious plant* in the district or area within which the right of way is situated) growing on or adjacent to the right of way.
 - viii) Lay any poison or set any snare or trap on or adjacent to the right of way.
 - ix) Wilfully damage or interfere with any pole, marker, indicator, stile, fence, gate, bridge, shelter, notice or other amenity on or adjacent to the right of way or entrance to the right of way.
 - x) Wilfully damage the right of way or any of the adjoining lands or any structure or any plant situated thereon.
 - xi) Wilfully interfere with or disturb or damage any livestock being pastured on or adjacent to the right of way.
 - xii) Wilfully endanger, disturb or annoy any user of the right of way.

PROVIDED HOWEVER that the Grantee his servants agents workmen licensees and invitees shall have the further rights and powers implied by Section 90d of the Land Transfer Act 1952 in favour of the Grantee.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

- d) Neither the Grantor nor the said Lessee shall have any responsibility for the maintenance of the right of way.
- e) Subject to the preceding clauses neither party nor the said Lessee nor any other person shall do anything that prevents or interferes with the free passage by foot over and along the right of way or interferes with the normal farming activities of the said Lessee or any adjoining occupier.
- f) That should either party desire to upgrade the right of way for the convenience of its servants agents and lawful visitors then it shall first obtain the approval in writing from the other party and the said Lessee and then proceed to carry out such works and future maintenance of those works at its own cost.
- g) Any dispute or difference which may arise as to the liability of either party hereunder or as to the construction or interpretation of any of the provisions hereof shall be determined by arbitration in accordance with the provisions of the Arbitration Act 1908 or any Act passed in substitution or amendment and this clause shall be deemed to be a submission within the meaning of that Act.
- h) Any consents granted by the said Lessee shall be sufficient for the purposes of any of the provisions of this deed and shall not require the confirmation of the Commissioner of Crown Lands and the said Lessee shall have the right to refer any dispute or difference to arbitration as if he/she were a party hereto.

IN WITNESS whereof these presents have been executed the day and year first hereinbefore appearing.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

SIGNED for and on behalf of HER MAJESTY)
THE QUEEN as Grantor by the Commissioner)
of Crown Lands for the Land District of)
Canterbury in the presence of:)

Commissioner of Crown Lands

SIGNED for and on behalf of HER MAJESTY)
THE QUEEN as Grantee by MICHAEL)
JOHN CUDDIHY pursuant to an authority)
to me by the Minister of Conservation)
in the presence of:)

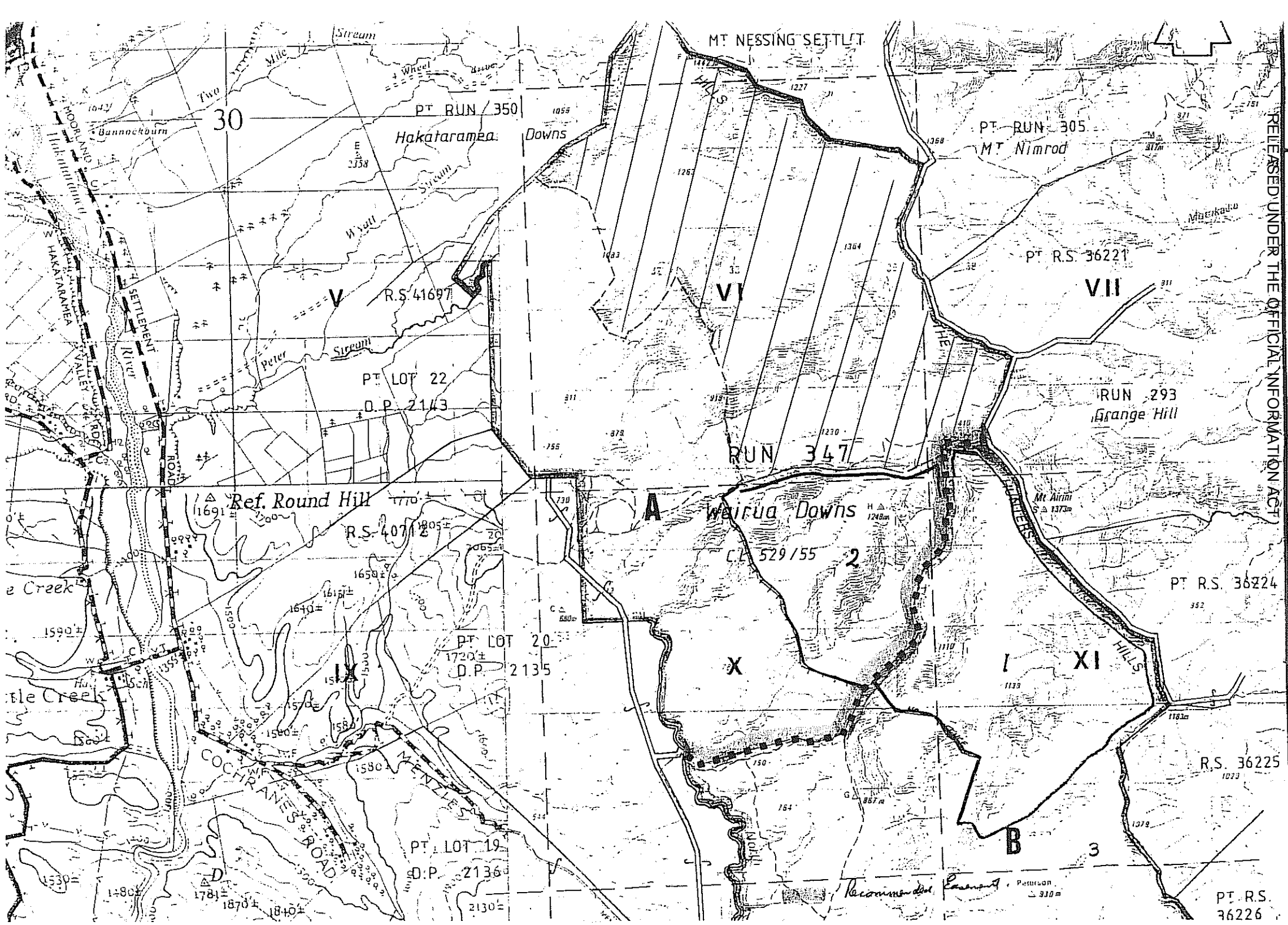
Witness: _____

Occupation: _____

Address: _____

SIGNED by the said STEWARD JOHN COCHRANE
and MERYLYN ROSALIE COCHRANE in the
presence of:

SIGNED by the said JAMES STEWART COCHRANE
in the presence of:



RELEASED UNDER THE OFFICIAL INFORMATION ACT

PT. R.S. 36226

RELEASED UNDER THE OFFICIAL INFORMATION ACT

F simile

**Toitu te
Land whenua
Information**
New Zealand



To: Caroline Mason / Peter King
Company: DTS
Fax No: _____
From: Grant Webley
Crown Property Management
Date: 10 July 2002
Page 1 of: 2
Our Ref: _____
Your Ref: CON/50268/09/12797

Christchurch Regional
Office
Torrens House
195 Hereford Street
Private Bag 4721
DX WP20033
Christchurch
New Zealand
Tel 64-3-379 9793
Fax 64-3-366 6422
DDI 64-3-364 5951
E-mail
GWebley@linz.govt.nz
Internet
<http://www.linz.govt.nz>

Confidential

This facsimile message contains information which is confidential and may be subject to legal privilege. If you are not the intended recipient, you must not peruse, use, disseminate, distribute or copy this message. If you have received this message in error, please notify us immediately by facsimile or telephone and destroy the original message. Thank you.

Subject: CONTRACT 50268

Hi

I have approved the land status report for Asheridge – see attached.

Regards

Grant Webley

DTZ NEW ZEALAND LIMITED

This report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated September 2001 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

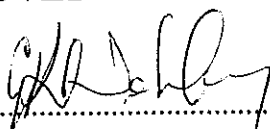
LAND STATUS REPORT for ASHERIDGE				[LIPS 12797]
Property	1	of	1	

Land District	Canterbury
Legal Description	Sections 1, 3 & 4 SO 18590
Area	2102.2700 hectares (Subject to survey)
Status	Crown Land subject to the Land Act 1948
Instrument of lease	All CIR CB41A/27 pursuant to section 66 and registered under section 83 of the Land Act 1948
Encumbrances	Subject to: Part IVA Conservation Act 1987
Mineral Ownership	Minerals remain with the Crown as the land has never been alienated since its acquisition for settlement purposes, from the former Maori owners under the Kemp purchase 1848.
Statute	Land Act 1948 & Crown Pastoral Act 1998

Data Correct as at	05 July 2002
[Certification Attached]	Yes

Prepared by	Peter M King
Crown Accredited Agent	DTZ New Zealand Limited

APPROVED


Date: 10./7./2002
 Grant Kasper Webley
 Land Information New Zealand, Christchurch