

Crown Pastoral Land Tenure Review

Lease name: AWAPIRI STATION

Lease number: PM 016

Due Diligence Report (including Status Report)

- Part 1

This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

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

DUE DILIGENCE REPORT

for Tenure Review

AWAPIRI

Prepared by Don McGregor McGregor Property Services for and on behalf of Q.V.Valuations

June 2002

DUE DILIGENCE REPORT CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

File Ref: CON/50272/09/12634/A-ZNO-01 Report No: QVV 376 Report Date: 27/06/2002

Office of Agent: CHRISTCHURCH LINZ Case No: 02/ Date sent to LINZ: 28/02/2002

TRCZ/706

RECOMMENDATIONS

- 1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
- 2. That the Commissioner of Crown Lands or his delegate **note** that no incomplete actions have been identified as a result of the file search.
- 3 That the Commissioner of Crown Lands or his delegate **note** that ther are no potential liabilities that have been identified as the result of the file search.

ned by Sub – Contractor:	Signed by Contractor
	Louch
me: D. McGregor	Name: B. Dench
McGregor Property Services Limited Accredited Agent	Team Leader for Tenure Review Quotable Value (Valuations)
\ /	
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proved/Declined (pursuant to a delegation	from the Commissioner of Crown Lands
pproved/Declined (pursuant to a delegation	from the Commissioner of Crown Lands

Details of Lease:

Lease Name: Awapiri.

Located on the Awatere Valley Road approximately 75 kilometres Location:

from Blenheim.

Graham Mackenzie Black (as to a 11/20th share) and Beverlene Lessees:

Joyce Black (as to a 9/20th share).

Tenure: Pastoral lease of pastoral land under Section 66 and registered

under Section 83 of the Land Act 1948 as varied by Memorandum

of Renewal 154184.

Term: 33 years from 1 July 1991 (expires 30 June 2024).

Annual Rent: \$5287.50 (Reviewed 1 July 2002).

Rental Value: \$235,000 (Reviewed 1 July 2002).

Date of Next Review: 1 July 2013.

Land Registry Folio Ref: Computer Interest Register (Pastoral Lease) CL MB46/195.

Legal Description: Run 209, situated in Blocks XXIV and XXV Hodder, XV Blue

Mountain, IV and VIII Tapuaenuku and I II VI and VII Whernside

Survey Districts.

6879.6559 hectares Area:

2. File Search

Files held by agent Knight Frank (NZ) Ltd on behalf of LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
Pm 016-SCH-01	1	1	05/01/1937	236	26/04/1990
Pm 016-SCH-02	2	237	27/04/1990	-	30/06/2001
CON/50213/09/127	55/A-ZNO				
CON/50213/09/127	1 55/A-ZNO	-	01/07/2000	-	31/07/2001
2 3 1 1 2 3 1 2 1 2 7 1 2 1	2	-	01/08/2001	-	Current

Files held by agent Q.V. Valuations on behalf of LINZ:

File Reference: CON/50272/09/12755/A-ZNO-01

Volume: 1 First folio:

August 2001.

Date: Last folio note: File current.

Date:

3 Summary of Lease Document: (Copy of Computer Interest Register (Pastoral Lease) CL MB46/195 attached as Appendix 1)

3.1 Terms of Lease

A 33 year term from 1 July 1991 at the Annual rental of \$5287.50 based on the Rental Value of \$235,000.

Stock Limitation

3300 sheep.

Commencement date

1 July 1991, being the renewal of the original Pastoral lease issued on 1 July 1958 to Edward Lyndon Peter and John Lyndon Peter as tenants in common in equal shares at the Annual rental of \$263.10 (including \$23.10 for Crown Improvements) and stock limitation in the lease of 3300 sheep.

Graham Mackenzie Black acquired the property by Transfer 47915 (registered on 19 July 1966) and he transferred a 9/20th share to Beverlene Joyce Black by Transfer 121776.2 (registered on 18 October 1984).

The lease was renewed for a further term of 33 years from 1 July 1991 (by Memorandum of Renewal 154184 (registered on 7 September 1990) at the Annual Rental of \$2460 based on the Rental Value of \$164,000. The lessee purchased the Crown Improvements in the lease.

The Annual rental was reviewed as at 1 July 2002 to \$5287.50 based on the Rental Value of \$235,000.

3.2 Area adjustments

There have been no area adjustments since commencement of the lease.

3.3 Registered Interests

Mortgages:

None.

Encumbrances:

99117.2 Encumbrance to the Marlborough County (now District) Council registered 17 June 1980.

3.4 Unregistered Interests

Unsecured Debts:

None known.

4 Summarise any Government programmes approved for the lease:

There is no Land Improvement Agreement (LIA) over this property and it is not part of a Rabbit and Land Management programme.

5 Summary of Land Status Report:

The Land Status Report by D. McGregor, McGregor Property Services Limited, for and on behalf of Q.V.Valuations on 3 May 2002, confirmed the status as Crown land under the Land Act 1948 and leased pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as Computer Interest Register CL MB46/195 as varied by Memorandum of Renewal 154184.

The land is subject to 99117.2 Encumbrance to the Marlborough District Council.

The Mines and Minerals are owned by the Crown over a significant part of the land because it has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1859 Kaikoura Deed of Purchase.

Those parts Crown granted between 1860-1865 into private ownership were subsequently acquired as Crown land subject to the then Land Act (now subject to the land Act 1948) in 1905 by His Majesty the King. The lands were not acquired for a public work under a Public Works Act therefore the Crown is at liberty to invoke the standard Mineral restrictions.

A copy of the Land Status Report is attached as Schedule A.

6 Review of Topographical and Cadastral Data:

Both maps attached to the Land Status Report show that there are no historic sites, transmission lines, water races, airstrips, telecommunication or other installations on the lease. The topographical map does however show local power lines at the Awatere end of the lease and two huts, Swale Hut (at the southern end) and Flynn's Whare near Tomlinsons Saddle.

6.1 Marginal Strips:

Marginal Strips under Section 24(3) of the Conservation Act 1987 created along the Awatere, Jordan and Medway Rivers and the Swale Stream by appellations on SO 4365.

6.2 Legal Roads - formed and paper

The Land Status Report indicates that Roads are legal by either Crown Grant or Section 110A of the Public Works Act 1928 and depicted on SO's 390, 650 and 2468-2471. Parts of the road were legalised by N.Z. Gazettes 1918 p.3524 and 1957 p.1247.

6.3 Fenced Boundaries v Legal Boundaries (peripheral):

There appear to be no boundary discrepancies.

7 Details of any neighbouring Crown or Conservation land:

Western Boundary

Pt Run 207 - (Camden Pastoral lease).

Pt Run 121A - (Stewardship land pursuant to Section 62 of the Conservation Act 1987).

8 Summarise any uncompleted actions or potential liabilities:

No incomplete actions or potential liabilities have been identified.

APPENDICES

Schedule A – Land Status Report.

1. Copy of Lease.

Schedule A

LAND STATUS REPORT

for Tenure Review

AWAPIRI

Prepared by Don McGregor, McGregor Property Services Limited for and on behalf of Q.V.Valuations

April 2002

APPENDIX A – LAND STATUS REPORT (and supporting plans)

APPENDIX A

Q V VALUATIONS CHRISTCHURCH OFFICE

Proj. Li Number QVV 376

This report has been prepared on the instruction of Land information New Zealand in terms of Contract No. 50272 (as yet undated) and is undertaken for the purposes of the Crown Pastoral Act 1998

LAND STATUS REPORT for Awapiri Tenure Review		LIPS Ref:12634		
Property 1	of	1		

Marlborough.
Part Run 209, situated in Blocks XXIV and XXV Hodder, XV Blue Mountain, IV and VIII Tapuaenuku and I II VI and VII Whernside Survey Districts.
6879.6559 hectares.
Crown land subject to the Land Act 1948.
Computer Interest Register (Pastoral Lease) MB46/195 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 154184.
Subject to 99117.2 Encumbrance to the Marlborough District Council.
The Mines and Minerals are owned by the Crown over a significant part of the land because it has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1859 Kaikoura Deed of Purchase.
Those parts Crown granted between 1860-1865 into private ownership were subsequently acquired as Crown land subject to the then Land Act (now subject to the land Act 1948) in 1905 by His Majesty the King. The lands were not acquired for a public work under a Public Works Act therefore the Crown is at liberty to invoke the standard Mineral restrictions.
Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	3 May 2002	
[Certification Attached]	Yes	
Prepared by	Don McGregor	
Crown Accredited Supplier	McGregor Property Services Limited, Christchurch	
,	For and on behalf of QV Valuations	

NOTES: This information does	Not applicable.
not affect the status of the land	
but was identified as possible	
requiring further investigation at	
the due diligence stage: See	
Crown Pastoral Standard 6	
	NOTES: This information does not affect the status of the land but was identified as possible requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6

LAN	LAND STATUS REPORT for Awapiri Tenure Review		L	IPS Ref:12634			
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Research Data: Some Items may not be applicable

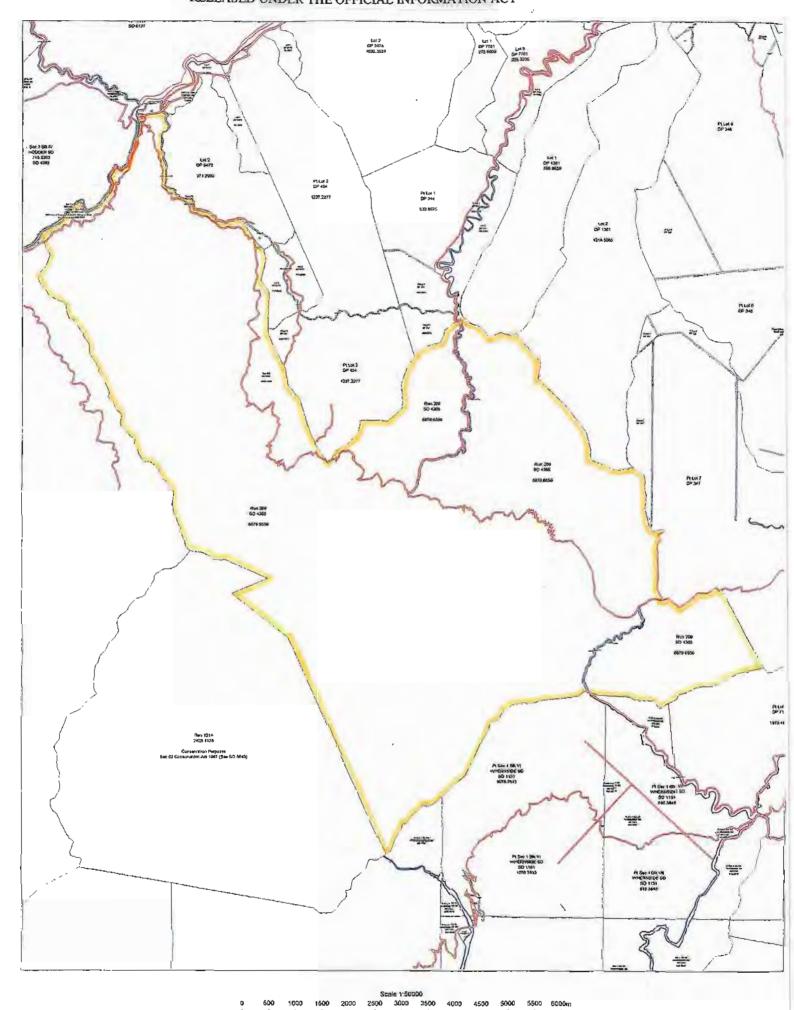
SDI Print Obtained	Yes.
NZMS 261 Ref	O29, P29, P30.
Local Authority	Marlborough District Council.
Crown Acquisition Map	Kaikoura Deed of Purchase.
SO Plans	SO 390 – Topographical plan of Hodder and Tapuanuku Survey Districts (1898).
	SO 650 - Topographical plan of part Tapuanuku Survey District (1900).
	SO 691 - Plan of Awatere Exchanges - Hodder and Blue Mountain Survey Districts.
	SO 1946 - Plan of Roads to be Closed - Hodder and Blue Mountain Survey Districts (Approved 14 January 1905).
	SO 2213 - Plan of Proposed road exchange through SGR 193 Hodder, Blue Mountain and Whernside S D's (Approved 26 June 1918).
	SO 2214 - Plan of track through SGR 193 Awatere County (Approved 26 June 1918).
	SO's 2468-2471 – Record plans of Road Definition (Approved 3 June 1966).
	SO 4291 - Plan of Roads to be closed in Block XIX, XXIV and XXV Hodder S D (Approved 7 August 1956).
	SO 4365 - Plan of Run 209 (Approved 1958) and addition of appellations 1-7, SO 4365 (Approved 6 December 1993).
	SO 5711 - Plan of Road (Approved 31 December 1979).
	SO's 6639, 6640 and 6643 – DOC Allocation Plans.
Relevant Gazette Notices	NZ Gazette 1918 p. 3524 declared 89 acres of the then SGR 193 for road and closed 93 acres of road under Section 11 of the Land Act 1908.
	NZ Gazette 1957 p 1247 (Proclamation 27363) closed 85 acres 1.2 perches of road (later added to Run 209) under the Public Works Amendment Act 1948.
CT Ref / Lease Ref	Computer Interest Register (Pastoral Lease) MB46/195 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 154184.
Legalisation Cards	Searched. Not applicable.

CLR	Confirms Pastoral tenure.
Allc tion Maps (if applicable)	No allocations to DOC UCL or SOE's. Adjoining land allocated to DOC by Allocation P30*1*C0 (SO 6643). Schedule and extracts of Plans attached.
VNZ Ref – if known	VR 20720/6900
Crown Grant Maps	S.O. 691.
If subject land Marginal Strip a) Type[Sec.24(9) or Sec58]	a) Section 58 strips – along Awatere, Jordan and Medway Rivers and the Swale Stream – deemed to be Marginal strips under Section 24(3) of the Conservation Act 1987. Specific appellations given to strips as shown on SO 4365.
b)Date Created	b) 6 December 1993.
c)Plan Reference	c) S.O. 4365.

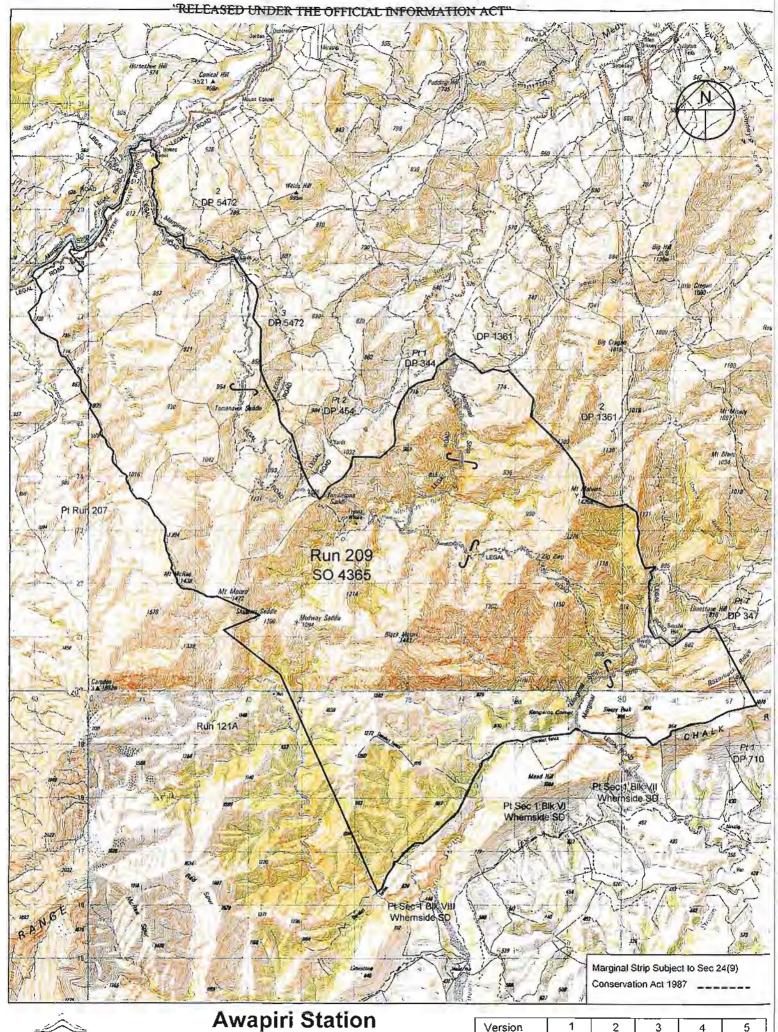
LAN	LAND STATUS REPORT for Awapiri Tenure Review		LIPS Ref:12634						
Prc	ty	1	of	1			 · · · · · · · · · · · · · · · · · · ·		

Pro ty 1 of 1	
Research - continued	
If Crown land Check Irrigation Maps	Searched. Not applicable.
Mining Maps	Searched. Not applicable.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ 1989	a) SO Plans 390, 650, 2468-2471 - Roads legal by either Crown Grant or Section 110A of the Public Works Act 1928
b) By Proclamation	c) Proclamation 27363
c) Gazette	d) Gazette Ref: NZ Gazette 1918 p.3524. NZ Gazette 1957 p.1247.
Other relevant information	a) No current DOC interests apart from Marginal Strips.
a) Concessions – Advice from DOC or DTZ New Zealand Limited.	No concessions are administered within the periphery of the lease by DTZ New Zealand Limited.
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998	b) Upon any disposition subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998.
c) Mineral Ownership	c) Mines and Minerals are owned by the Crown over a significant part of the land because it has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1859 Kaikoura Deed of Purchase.
	Parts of the lease have previously been in private ownership. Following the Crown's purchase in 1905 occupation tenures were granted over the Upton Fells and Braes of Sutherland Runs.
	Between 1860-1865 Crown Grants were issued over parts of what is now the current lease area to P. R. and N. McRae (Crown Grants 1G/2495, 1G/2496, 1G/2497, 2G/59 and 3G/264) and to E.W. Stafford (Crown Grants 3G/34, 3G/39, 2G/198 and 2G/200).
	In 1905 parts of the Upton Fells and Braes of Sutherland Runs (the lands formerly granted to McRae and Stafford) were acquired from the Assets Realisation Board by His Majesty the King for by Conveyance 17795 (Deeds Register 19/467 attached). Parts of the Upton Fells Run (the lands originally granted to Stafford but by then held in the Board in CT 3C/279) were similarly acquired from the Assets Realisation Board in 1905 by Transfer 2958 by way of exchange for Board land.
	Following the acquisitions the land was let on Pastoral tenures culminating in the current lease (CL 22/22, 37/173, and now Computer Interest Register (Pastoral lease) MB46/195.
	The affected Crown Grant lands were so granted prior to the first Public Works Act legislation in 1882. The land was not acquired for a public work in 1905 but as Crown Land for general settlement

	purposes and to facilitate rationalisation of the Crowns/ Board holdings therefore the Crown is at liberty to invoke the standard mineral restrictions.
d) Other Info	d) Not applicable



AWAPIRI-RUN 208
TERRALINK NZ LTD(Terrayew)-DCDB Data as at 01.05.99Tile & VNZ data as at 01.05.99.Geodetic data as at 11, 10.97.
Cadastral Information from LINZ Digital Cadastral Calabase (DCDB), CROWN COPYRIGHT RESERVED.





Scale 1:50000

500 1000 1500 2000 2500 3000 3500 4000 4500 5000

Version	1	2	3	4	5
Marlborough	Land Di	strict	_	Shee	et 1 of 1
Topographic	Map 260	0 - 029, 1	P29, P30	Date 2	2/03/02

Q.V.VALUATIONS CHRISTCHURCH OFFICE

Project N ber: QVV 376

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50272 (as yet undated) and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATU	JS RI	EPORT for Awapiri Station Tenure Review	LIPS Ref: 12634
Property 1	of	1	

Land District	Marlborough.				
Description	Run 209, situated in Blocks XXIV and XXV Hodder, XV Blue Mountain, IV and VIII, Tapuaenuku and I II VI and VII Whernside Survey Districts.				
Area	6879.6559 hectares.				
Status	Crown land subject to the Land Act 1948.				
In ament of title / lease	Computer Interest Register (Pastoral Lease) CL MB46/195 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 154184.				
Encumbrances	Subject to 99117.2 Encumbrance to the Marlborough District Council.				
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.				

Data Correct as at	2 April 2002.
[Certification Attached]	Yes
Prepared by	Don McGregor
Crown Accredited Supplier	McGregor Property Services Limited, Christchurch for and on behalf of Q.V. Valuations

Certification:

Pursuant to section 11(1)(1) of the Survey Act 1986 and acting under delegated authority of the Surveyor – General pursuant to section 11(2) of that act, I hereby certify that the land described above is Crown Land subject to the Land Act 1948.

R. Meullos

Date: .../.../2002

R Moulton, Chief Surveyor (Marlborough Land District)

Land Information New Zealand, Christchurch

Notes: Pastoral lease document incorrectly shows "Block XV" instead of "Block XXV" – refer SO 4365.

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CERTIFICATION

Report to the Chief Surveyor, Christchurch, for certification of Status Investigation for AWAPIRI Pastoral Lease Tenure Review.

- 1. I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of QV Valuations, certify that the status report enclosed for certification is in order for signature.
- 2. In giving this certification I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Q.V. Valuations, undertake that the status report has been completed in compliance with all relevant policy instructions and in particular, OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.

D McOregor

McGregor Property Services Limited

Accredited Supplier

5 March 2002

APPENDIX 1

DocID: 300864361

REGISTER

Registered in the Title PROPERTY OFFICE but not make the Land Make and ACC. LAND & DEEDS Hopen Poston Chess (L and B. B. - -NEW ZEAL En col in the Register-book, Vol. 46 Jol. 95 66% اور duy of Leptenber - 1 SEP 1958 Detrib 11.37 11 Stocked Stray LAND DIST 1958 , ut 15-Abstract No. 5 75 Protie Land Registrar.

Pastoral Lease of Pastoral Land under the Land Act, 1948 划发验 No. 1 16

Intend as-a-Renoral of for in Exchange for Lease 103.

registered in Vol. 37 fol. 175

This Deed, made the first day of the thousand nine handred and the second first point of the hard of the faster in the faster), of the second first point in the faster in

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and dut alays as July-in

AND the Leaner doth berehr covenant with the Leaner on follows, that is to say :-

- 1. THAT the Lence will fully and punctually just the rout hereintefour reserved at the times and in the manner becombefore avoied in that behalf; and also will pay and discharge all rates, taxes, assents, and outgoings whatevever that now are or hereafter may be accessed, beined, or payable in respect of the said had or any part or parts thereof during the said term.
 - 2. THAT the lesser will within the year after the date of this buse take up his residuar on the said land, and thereafter throughout the term of the free will residuously on the said land,
- 3. THAT the Leues will hold and use the sold load boos fide for his own use and benefit and will not transfer, sodge, subjet, notinger, rights, or just with previous approval of the Land Fettlement Board: Provided that each approval will not be necessary in the case of a configure to the Cross or to a Department of State.
 - 4. THAT the Lesses will at all three farm the mid land differently and in a hurbandlike manner according to the rates of good hurbandry and will not in any way commit waste.
- 3. THAT the Lenses will throughout the term of his lease to the satisfaction of the Commissioner of Cown Lards for the Lond District of "arDe reagh (herinafter referres a Commissioner") can and trim all live feaces and hedges, clear and keep clear the said land of all mozions weeds, and will comply strictly with the provisions of the Novices Weeds Act, 1923. thereinalter referred to as
- 8. THAT the Leave will keep the said land free from wild animals, rabbits, and other version and generally comply with the provisions of the Rabbit Nulsance Act, 1928.
- 7. THAT the Leases will clean and clear from weeds and keep open all creeks, drains, ditcher, and watercourses upon the soil land, including any drains or ditches which may be constructed by the missioner after the commencement of the chancel of any such creek or matercourse or stop or direct Commissioner after the co-
- 8. THAT the Lesses will at all times during the said term repair and axaintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those initial in the Schedule hereta) which are being perchased by the Lesses most of the Commissioner, pull down or move them ar any part of them.
- 6, THAF the Leaver will during all-buildings dwiniging to the Crown-firelyting three specified is the Schoolse-horse their full-invanible-value in the same of the Commissioner in none invariance office approval by the Luminiajane and the the Commissioner every cook policy and you have then the foresteen of the day one which any suck-pression during pecified in the Schools in horses which are large purchases he lise I on vail by the Lumpinions and will pay all permisses believe there are high any such pressions income privation the securit such that page
- 9. 48 THAT the Leaves will not throughout the term of the leave without the prior consent of the Commissioner, which consent may be given on such terms and canditions (including the payment of regardy) as the Commissioner thinks fit, fell, sell, or remove any limiter, tree, or bush growing, standing, or lying on the said tand, and that he will throughout the term of the lease prevent he destruction of any such timber, tree, or bush unless the Commissioner otherwise approves:

Provided that the consent of the Commissioner as aforested shall not be necessary where any such timber or tree is required for any agricultural, pasteral, hosehold, readmaking, or building purpose on the said land are where the timber or tree has been planted by the Lower.

1044. THAT the Leaves shall not, except for the purpose of complying with any of the provision of the Nacolla Towark Art, 1916, burn any towark, errol, fern, or grave on the said land to be betterd, unless in either case he shall have obtained the prior concent in writing of the Contabelencer, which concent may be given subject to such terms and conditions as the Commissioner may down recovery.

11.48 THAT officers and employees of the Importment of Internal Affairs shall at all times have a right of ingress, exerct, and justices over the land comprised in this leave for the purpose of determining whether such hand or any adjoining land is infected with door, wild purpose of determinate which the said. Department is charged with the daty of exterminating or controlling, or for the purpose of destroying any such animals:

Provided that such officers and employees in the performance of the said duties shall at all times avoid under disturbance of the Jerrey's stock.

12. That the Leason shall exercise the care in a teching and shall not everyteck (mes over)

AND it is bursby agreed and declared by and between the Leaves and the Leaves :-

- in THAT the Laure shall have the exclusive right of pasturage over the said land, but shall have no right to the said.
- (3) THAT the Lensen shall have no right, title, or claim whatwever to any minerale (within the meaning of the Land Act, 1914) on or ander the surface of the soil of the soil land, and all rock minerals are reserved to Hiv Majorly together with a free right of any over the soil land in factors of the Commissioner or of any person authorized by him and of all persons lawfully sugged in the working, extraction, or removal of any mineral on or under the entire of the said land or any adjacent land of the Cours, applied to the jument to the Losses of companions for all damage done to improvements on the said land belonging to the Losses in the working, extraction, or removal of any such minerals:

Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the soid land which is for the time being under crop or used or and within 60 yards of a yard, ganlen, orchard, wiseyard, nursery, or plantation, or within 100 yards of any building:

Provided also that the Lowce may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, are any agricultural, posteral, how-hold, readmaking, or building purpose on the said land, but not otherwise,

(4) TRAT upon the expiration by efficient of time of the term hereby granted and thereafter at the expiration of such successing term to be granted to the Lemma the outgoing Losses shall have a right to which, in merchance with the provisions of extinct on (2) of the Land Act, 1848, a one lease of the land farrily leased at a rest to be determined in the manner prescribed by Pers VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and previsions as this lease, including this present provisions for the meanerst thereof and all previsions sociliarly as in prelation thereto.

THIS REPRODUCTION (ON A REDUCED SCALE)
CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL GEOSTER FOR THE PURPOSES OF

(OVER)



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46/195

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NEGISTER

Lual bias of the department of against the fee simple of the said land.

(r) THAT the Leave may, with the prior concent in writing of the Commissioner given subject to such conditions as the Commissioner may down necessary,...

- (i) Caltirate any portion of the said land for the purpose of growing winter feed for the stock departured thereon;
- (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employee;
- (ii) Plough and now in grass any portion of the said land;
- (br) Clear any portion of the suld land by felling and burning buth or areah and now the land so cleared in grass;
- (v) Burface new in grass may portion of the said land;

Provided that the leave shall, on the termination of the leave, leave the whole of the area that has been plunghed ar cultivated properly laid down in good permanent cluvers and grasses to the acting-than of the Commissioner,

(f) Fild & the Lance that various due care in stacking the wild had and the former that the number of stack we be dependently and the former that the number of stack we be dependently and the former that the number of stack we be dependently and the former that the number of stack we be dependently as the stack of the number of the former of the form

- (y) THAT if the Lower shall beave New Zealand or abundon the said land or if he cannot be found or if he shall neglect or fail or reflew to comply with the covenants and conditions herein supermed or implied to the attribution of the Lond Nettlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rest, water bey, or other payments due to the Lower, then the Lond Nettlement Board may, subject to the providing of section 118 of the Lond Act, 1940, declare this lease to be forfert, and that without discharging or releasing the Lower from liability for rest due or covering due or for any prior break of any coverant or condition of the lease.
- (8) THAT these presents are intended to take effect as a pactoral legac under the Land Act, 1946, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties bette in the same manner as if cut b provisions had been fully set set between
- (i) 7867 the improvements included in the chainle hereto belong to be from and that interest on their value as shown in the additionable has been included in the annual beat for the land. SCHEDULE

IMPROVEMENTS BELOWGING TO THE CROWN AND BURNET PROGRAMMENT THE LESSEE

	missioner of Crown Lands for the Land I w been executed by the sold Lossee,	listrict of "axitorough	, on behalf of the Less	sor, hath hereunto set his
Signed by the said Con the presence of-	missioner, on behalf of the Lessor, in		and a supremarker	142
Witness:	Eatle.			ر اسر —
Occupation ;	tert andoranie shi		Commission	er of Crown Lands.
Address :	Clarking			
	Edward Lyndon "eter and an Lance, in the presence of—			
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Wilness ;	d of its	-		Lessee.
Occupation :	0			
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	ed John Lyndon 'eter ma presence cf:-	•		
moss & R. Cocci	Clep		15.1) Par	
and block 1	and o funcy best.		Kilclar.	
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46/195

109176.2 Variation of Mortgage 94016.2 21.6. 2 at 11.01.0'c.

121776.2 Transfer of a 9/20th share to Beverlene Joyce Black of Awatere, Married Woman.-18.10.1984 at 2.000'c

A.L.R.

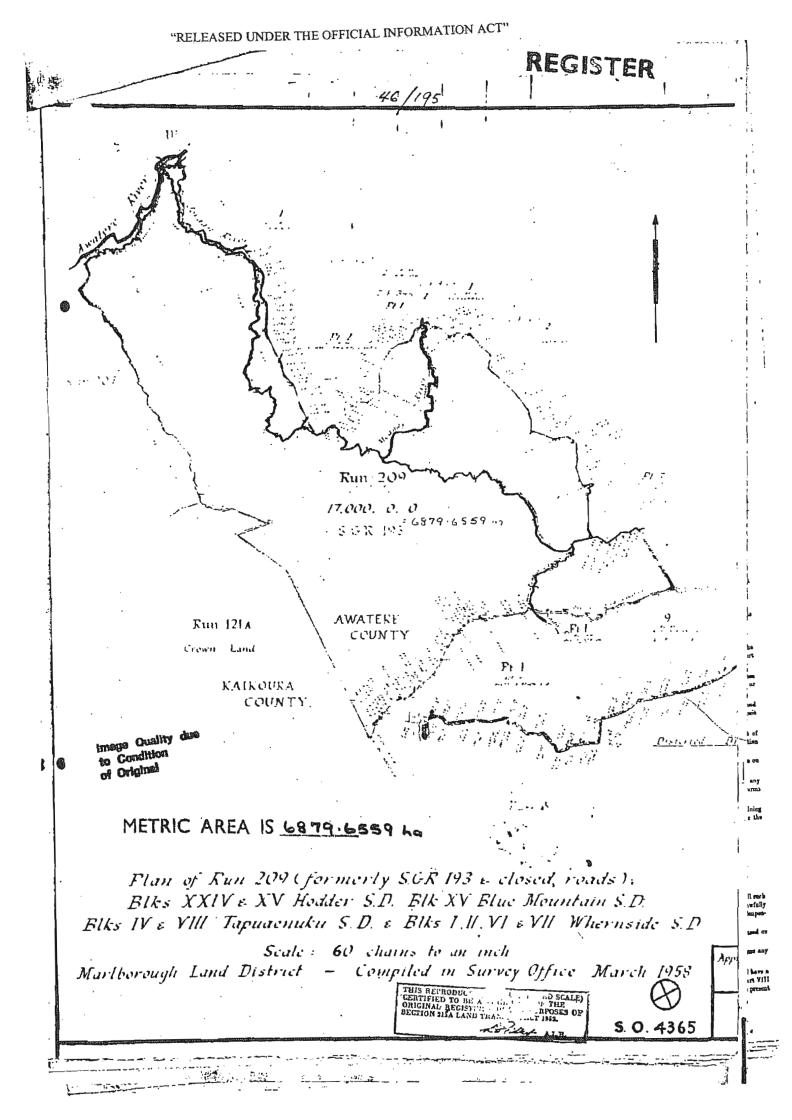
125438 Variation of mortgage 94016.2.-

17.6.1985 at 2.310'c

140517 Variation of mortgage 94016.21

13.4.1988 at 1.50o'c

154184 Variation of terms renewing the within Lease for 33 years commencing on 1.7.1991.-7.9.1990 at 11.320'c



DUE DILIGENCE

AWAPIRI

SUPPORTING FILE SUMMARY

FOLIO

29	26/02/1946		-	Transfer of one half share from B D Landon-Lane to R J Landon-Lane of SGR.303
52	08/07/1955	-	-	By Case No. 361 the LSB approved the transfer of S G Run 193 from R J Landon-Lane to E L and J L Peter held in SGR 303. Area 16,954 acres.
71	06/07/1956	-	-	LSB Case No 5056 the approved the surrender of SGR 303 and the issue of a Pastoral lease in favour of E L & J L Peter. Area 16,954 acres. Term 3 years from 1/7/1958 at Annual rental of \$233.10 (including \$33.10 relative to value of Crown Improvements of \$420) based on the stock limitation of 3000 sheep plus 10%.
]			Lessees offered lease(f.74) and accepted (f.78)
				SO 4365 (approved 22 May 1959) redefined area as Run 209 – Area 17000 acres.
				[Pastoral Lease No.16 registered on 1 September 1958 as Volume 46 folio 195
	<i>,</i> **			ACTION COMPLETED
130	15/03/1966	CCL	Lessees Solicitors	Application to transfer lease.
				LSB Case No. 1966/42 approved the transfer of lease from E L & J L Peter to G MacK Black.

File Summary – Awapiri Station

FOLIO	DATE	TO	FROM	DETAILS
				[Transfer 47915 was registered in favour of G M Black on 19/07/1966]
				ACTION COMPLETED
206	30/07/1984	CCL	Lessees Solicitors	Application to transfer partial interest in lease to lessee's wife.
				Case No. 84/85 of 1 August 1984 approved the transfer of 45% of the leasehold interest to B J Black (wife).
				[Transfer 121776 of 18/10/1984 records the transfer to 9/20 th share to B J Black.]
				ACTION COMPLETED
235	02/02/1990	Lessee	Landcorp	Notice of Renewal of Lease and new rent. Lessee Impts \$326,600 LEI \$164,000 AR \$ 2,511 (\$2460 if paid value of Crown Impts prior to renewal)
				Notice of values to lesseeon 2 February 1990 (f235) and accepted by lessee 26 April 1990. Lessee also paid value of Crown Improvements.
				[154184 Memorandum of Renewal registered on 7 September 1990 – effect of renewal from 01/07/1991]
				ACTION COMPLETED

	FOLIO	DATE	ТО	FROM	DETAILS
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PM / 016 - SBM -02 (23 April 1990 – 30 June 2000) - Volume 2 (No folio numbers)

No relevant folios

CON / 50213 / 09 / 12634 / A- ZNO (01 July 2000 – 31 July 2001) – Volume 1 (No folio numbers)

11/09/2000	Lessee	KFL	Valuation for rent review required - lessee informed. Valuation obtained 29/06/2001.
			CCL Case No. 02/31 of 7 August 2001 approved the rent review.
			Notice to lessee 20/08/ 2001 Lessee Impts \$690,000 LEI \$235,000 AR \$5,287.50 plus GST.
/			Lessees deemed to have accepted values as did not respond to notice by 20 November 2001.
			ADMINISTRATIVE MATTER COMPLETED

File Summary – Awapiri Station

FOLIO	DATE	ТО	FROM	DETAILS
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CON / 50213 / 09 / 12634 / A- ZNO - 02 (01 August 2001 - Current) - (No folio numbers)

No relevant incomplete matters



8 May 2002

log 10114

The Contract Administrator Crown Property Management Land Information New Zealand Private Bag 4721 CHRISTCHURCH

Attention Grant Webley

Dear Sir



PRE TENURE REVIEW: CONTRACT 50272

Enclosed is one copy of the Land Status Checks for:

CON/50272/09/12634/A-ZNO - Awapiri pastoral lease CON/50272/09/12755/A-ZNO - Ryton (Mt Olympus) pastoral lease

We have provided the second copy for each report to Department of Conservation.

Yours faithfully QV Valuations

Barry Dench

Team Leader for Tenure Review

Copy to Mike Clare

Department of Conservation

Private Bag 4715

Christchurch

Copy for your retention

APPENDIX A – LAND STATUS REPORT (and supporting plans)

Q V VALUATIONS CHRISTCHURCH OFFICE

APPENDIX A

Project Number QVV 376

This report has been prepared on the instruction of Land information New Zealand in terms of Contract No. 50272 (as yet undated) and is undertaken for the purposes of the Crown Pastoral Act 1998

LAND STATUS REPORT for Awapiri Tenure Review	LIPS Ref:12634
Property 1 of 1	

Land District	Marlborough.
Legal Description	Part Run 209, situated in Blocks XXIV and XXV Hodder, XV Blue Mountain, IV and VIII Tapuaenuku and I II VI and VII Whernside Survey Districts.
Area	6879.6559 hectares.
Status	Crown land subject to the Land Act 1948.
Instrument of title / lease	Computer Interest Register (Pastoral Lease) MB46/195 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 154184.
Encumbrances	Subject to 99117.2 Encumbrance to the Marlborough District Council.
Mineral Ownership	The Mines and Minerals are owned by the Crown over a significant part of the land because it has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1859 Kaikoura Deed of Purchase.
	Those parts Crown granted between 1860-1865 into private ownership were subsequently acquired as Crown land subject to the then Land Act (now subject to the land Act 1948) in 1905 by His Majesty the King. The lands were not acquired for a public work under a Public Works Act therefore the Crown is at liberty to invoke the standard Mineral restrictions.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

3 May 2002 Yes	
Aso	
Don McGregor	
McGregor Property Services Limited, Christchurch For and on behalf of QV Valuations	
	Don McGregor McGregor Property Services Limited, Christchurch

Not applicable.

LAND STATUS REPORT for Awapiri Tenure Review			LIPS Ref:12634		
Pro	ty	_ 1	of		

Research Data: <u>Some Items may not be applicable</u>

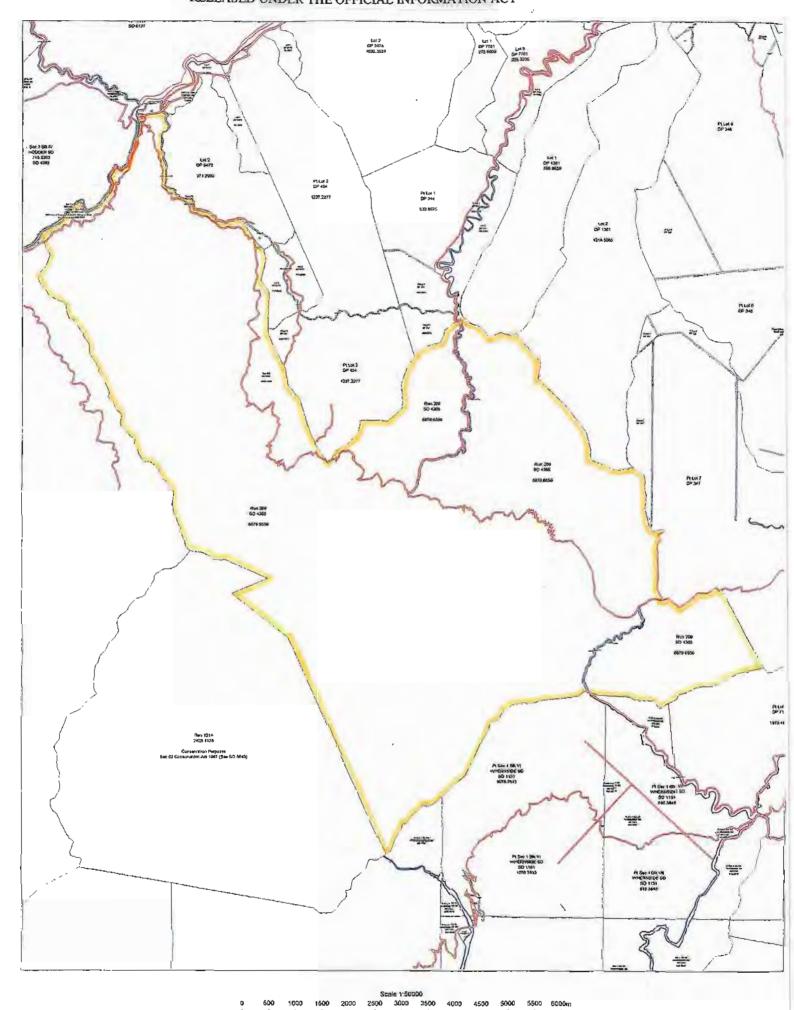
SDI Print Obtained	Yes.
NZMS 261 Ref	O29, P29, P30.
Local Authority	Marlborough District Council.
Crown Acquisition Map	Kaikoura Deed of Purchase.
SO Plans	SO 390 – Topographical plan of Hodder and Tapuanuku Survey Districts (1898).
	SO 650 - Topographical plan of part Tapuanuku Survey District (1900).
	SO 691 – Plan of Awatere Exchanges – Hodder and Blue Mountain Survey Districts.
	SO 1946 – Plan of Roads to be Closed – Hodder and Blue Mountain Survey Districts (Approved 14 January 1905).
	SO 2213 - Plan of Proposed road exchange through SGR 193 Hodder, Blue Mountain and Whernside S D's (Approved 26 June 1918).
	SO 2214 - Plan of track through SGR 193 Awatere County (Approved 26 June 1918).
	SO's 2468-2471 - Record plans of Road Definition (Approved 3 June 1966).
	SO 4291 – Plan of Roads to be closed in Block XIX, XXIV and XXV Hodder S D (Approved 7 August 1956).
	SO 4365 - Plan of Run 209 (Approved 1958) and addition of appellations 1-7, SO 4365 (Approved 6 December 1993).
	SO 5711 - Plan of Road (Approved 31 December 1979).
	SO's 6639, 6640 and 6643 – DOC Allocation Plans.
Relevant Gazette Notices	NZ Gazette 1918 p. 3524 declared 89 acres of the then SGR 193 for road and closed 93 acres of road under Section 11 of the Land Act 1908.
	NZ Gazette 1957 p 1247 (Proclamation 27363) closed 85 acres 1.2 perches of road (later added to Run 209) under the Public Works Amendment Act 1948.
CT Ref / Lease Ref	Computer Interest Register (Pastoral Lease) MB46/195 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 154184.
Legalisation Cards	Searched. Not applicable.

CLR	Confirms Pastoral tenure.		
Allc ion Maps (if applicable)	No allocations to DOC UCL or SOE's. Adjoining land allocated to DOC by Allocation P30*1*C0 (SO 6643). Schedule and extracts of Plans attached.		
VNZ Ref – if known	VR 20720/6900		
Crown Grant Maps	S.O. 691.		
If subject land Marginal Strip a) Type[Sec.24(9) or Sec58]	a) Section 58 strips – along Awatere, Jordan and Medway Rivers and the Swale Stream – deemed to be Marginal strips under Section 24(3) of the Conservation Act 1987. Specific appellations given to strips as shown on SO 4365.		
b)Date Created	b) 6 December 1993.		
c)Plan Reference	c) S.O. 4365.		

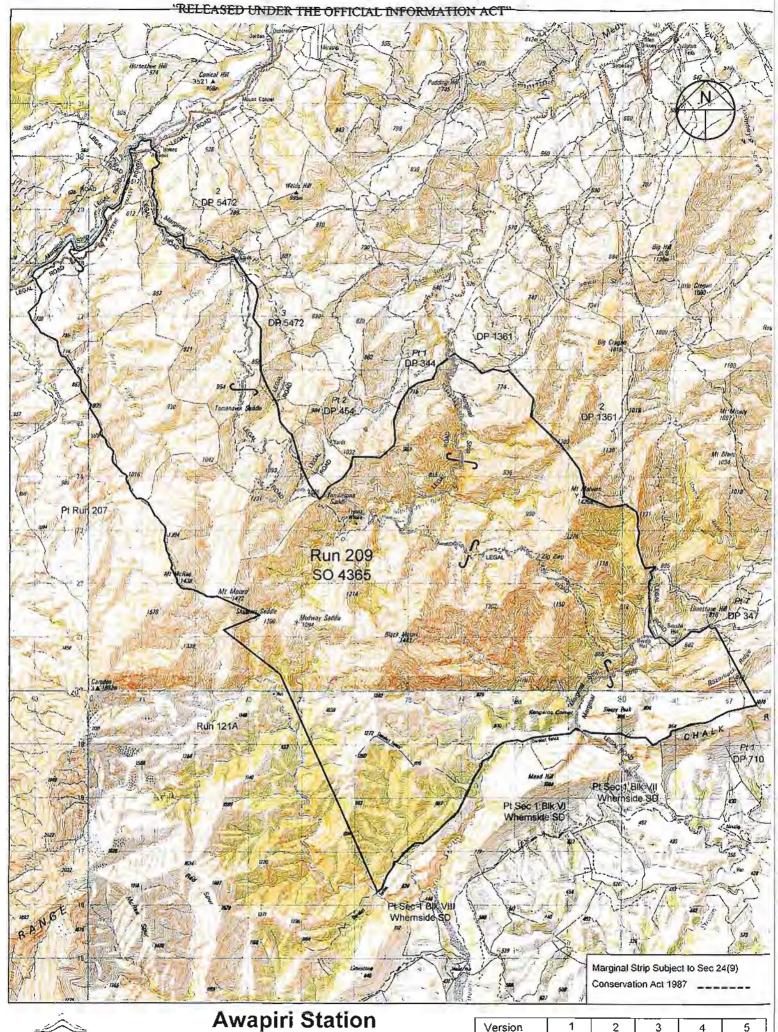
LAN	LAND STATUS REPORT for Awapiri Tenure Review			LIPS Ref:12634	
Pro	ty	1	of	1	

Pro ty 1 of 1	
Research - continued	
If Crown land Check Irrigation Maps	Searched. Not applicable.
Mining Maps	Searched. Not applicable.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ 1989	a) SO Plans 390, 650, 2468-2471 - Roads legal by either Crown Grant or Section 110A of the Public Works Act 1928
b) By Proclamation	c) Proclamation 27363
c) Gazette	d) Gazette Ref: NZ Gazette 1918 p.3524. NZ Gazette 1957 p.1247.
Other relevant information	a) No current DOC interests apart from Marginal Strips.
a) Concessions – Advice from DOC or DTZ New Zealand Limited.	No concessions are administered within the periphery of the lease by DTZ New Zealand Limited.
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998	b) Upon any disposition subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998.
c) Mineral Ownership	c) Mines and Minerals are owned by the Crown over a significant part of the land because it has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1859 Kaikoura Deed of Purchase.
	Parts of the lease have previously been in private ownership. Following the Crown's purchase in 1905 occupation tenures were granted over the Upton Fells and Braes of Sutherland Runs.
	Between 1860-1865 Crown Grants were issued over parts of what is now the current lease area to P. R. and N. McRae (Crown Grants 1G/2495, 1G/2496, 1G/2497, 2G/59 and 3G/264) and to E.W. Stafford (Crown Grants 3G/34, 3G/39, 2G/198 and 2G/200).
	In 1905 parts of the Upton Fells and Braes of Sutherland Runs (the lands formerly granted to McRae and Stafford) were acquired from the Assets Realisation Board by His Majesty the King for by Conveyance 17795 (Deeds Register 19/467 attached). Parts of the Upton Fells Run (the lands originally granted to Stafford but by then held in the Board in CT 3C/279) were similarly acquired from the Assets Realisation Board in 1905 by Transfer 2958 by way of exchange for Board land.
	Following the acquisitions the land was let on Pastoral tenures culminating in the current lease (CL 22/22, 37/173, and now Computer Interest Register (Pastoral lease) MB46/195.
	The affected Crown Grant lands were so granted prior to the first Public Works Act legislation in 1882. The land was not acquired for a public work in 1905 but as Crown Land for general settlement

			purposes and to facilitate rationalisation of the Crowns/ Board holdings therefore the Crown is at liberty to invoke the standard mineral restrictions.
d) (Other Info	d)	Not applicable .



AWAPIRI-RUN 208
TERRALINK NZ LTD(Terrayew)-DCDB Data as at 01.05.99Tile & VNZ data as at 01.05.99.Geodetic data as at 11, 10.97.
Cadastral Information from LINZ Digital Cadastral Calabase (DCDB), CROWN COPYRIGHT RESERVED.





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SO Plans (Additional)

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206	4290	4461L				Formerly Pt Run 109B, Blks vii
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207	390	2408	2471	2480		Formerly Pt S.G.R. 194 & C.L. Rds. XIX, XXI
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208	4297			-		formerly Pt Run 15 A, Blks x, xu, xu, xu, xu
		1				xx, xx1, xx11 Acheron
209	4365 ^L	24.68	2471	2470	_	Formerly Pt S.G.R. 193 & Closet Roads. X
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211	1697	-				Formerly Pt Run 1498 Blocks 1,11, U
						Leatham S.D.
212	44504	4580				Formerly Runs 128 ex 128 A. pt now
						Crown Land, Blks Ix Greenburn S.D. x
						MT Fyshe & XIII Kaitarau S D. Bal now

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