

Crown Pastoral Land Tenure Review

Lease name : BARROSA

Lease number : PC 122

Due Diligence Report (including Status Report) - Part 2

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

05

19350
2950
16400

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

2. Purchase for Cash: Purchase Price	619,350
Title Fee	4
	<u>619,354</u>

Any appropriate adjustment of rental would be made at date of purchase.

3. Deferred Payments: Deposit	12,950
License Fee	14
	<u>12,964</u>

\$592.58
see 1376

If you elect to purchase on deferred payments the term of the deferred payment license will be 30 years on the balance purchase price of \$19,400 and the half-yearly installments of principal and interest combined will be \$528.71 subject to a rebate for precept payment of one twelfth of the interest portion of the charge. The interest rate and half-yearly installment are reviewable every five years. You may, if you wish pay a larger deposit and have a shorter term in which to pay the purchase price or in any event a shorter term of payment could be considered. The balance outstanding can be paid at any time.

The valuations are based on estimated areas but should the areas on survey differ substantially from those being used at this stage then the necessary adjustments will be made at a later date.

This subdivision has brought about several zoning problems not the least being access to the proposed homestead site adjacent to Lake Smily. The proposed road to this site will be surveyed and retained as Green Land so as to give access to Lake Smily until such time as it is formed and legalized. The Ashburton County Council will accept the dedication of this proposed road only when it has been formed and retailed to the Council's satisfaction so accordingly a special condition will be included in the District Lease to the effect that the Land Settlement Board will not approve any transfer of the District Lease without the adjoining land, until the road is formed and retailed to the County Council's satisfaction. The approximate position is shown by a dotted red line on the plan attached.

The Land Settlement Board has also directed that provision be made for public access to Lake Smily and the Meari Lakes. There is already a legal road around each lake and it is proposed to provide legal access by virtue of the existing legal road and the proposed roads as shown on the plan. While doing this redundant unsurveyed, unformed roads, as shown green, will be closed.

Compiled plans required to close the roads will be prepared in this office at an estimated cost of \$40, this amount to be paid by yourselves and the Ashburton County Council.

The survey required to define new roads and boundaries of the "Optional Tenure" area - estimated cost \$2150 - is to be arranged by yourselves and the Ashburton County Council which has agreed to meet that portion of the cost relating to the road deviation between the Meari Lakes and the Ashburton River.

Section 132(1) Land Act 1948 requires you to notify us in writing

C.12613A
C.138749

within six months after receipt of this notice whether -

- (a) You accept the offer of a Pastoral Lease as set out in this letter
- or
- (b) You require the values to be determined by the Land Valuation Court.

Section 132(2) provides that if you omit to notify us of your election within six months, you are deemed to have accepted the lease on the terms outlined herein.

Please notify us your decision in respect of the Pastoral Lease by the completion and return of the attached form.

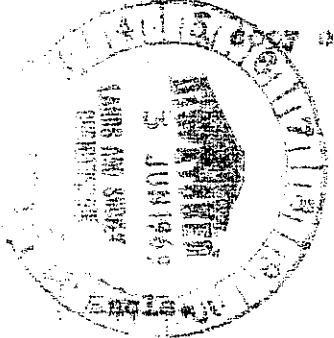
In the case of the area offered to you on optional tenures there is no right of appeal to the Land Valuation Court. Please advise whether or not you accept the offer and on which tenure you desire to select when returning the notice of election in regard to the Pastoral Lease.

A copy of this letter has been sent to your solicitors.

Yours faithfully,

N. S. GOAD
Commissioner of Crown Lands

Per: *[Signature]*

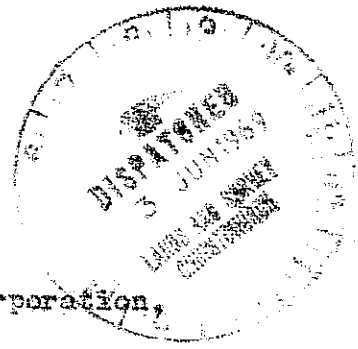


Messrs Lane Neave & Company,
Solicitors & Solicitors,
P.O. Box 201,
CHRISTCHURCH.

Copy for your information. My letter of 26 February refers.

N. S. GOAD
Commissioner of Crown Lands

Per: *[Signature]*



Manager,
State Advances Corporation,
CHRISTCHURCH.

Copy for your information. Your Ref. QF.CH 23.5.1035

N. S. GOAD
Commissioner of Crown Lands

Per: *[Signature]*



[Handwritten mark]

P 122
437

Memo for File.

Barossa Station Ltd - Execution of Documents.

1. Mr. & Mrs. Gigg called at the Office on the afternoon of 22 December regarding execution of the new documents, P122 and D.P.F. 337. They saw Miss Ryan initially, & later saw me.
2. They were concerned that Clause 3 (additional) on the P122 document did not comply with their understanding of the L.S.B.'s decision and therefore they refused to sign the documents. Their contention was that the restriction against sale was to apply to the Barossa freehold homestead site, not against the D.P.F. 337. In support of this they quoted:
 - (1) Their letter dated 10/11/68 to C.C.H. which at para 2 specifically refers to their undertaking to put in an access road to comply standard to this homestead site (Lake Emily) in the event of selling the pastoral lease separately from the present homestead freehold.
 - (2) All subsequent negotiations had been on this basis and at no time had either C.C.H., C.P.L.O., Mr. Lynskey or Mr. Cran discussed the matter on any other basis.
 - (3) Their discussions at various times with other officers in the department (& they quoted the former D/Solicitor, Mr. Skelcherson, and Messrs Percell & Wise) also were on the lines of the restriction being against the freehold.
 - (4) A restriction against the sale of the D.P.F.

would defeat. The whole object of Subdivision (5) from recently, they had realized the lack of clarity in the respect & had written to this Office on 1 September 1970 pointing this out.

& requesting that the restriction be specifically recited against the homestead freehold. They were disturbed that their letter had not been replied to and their request ignored.

(6) Mr & Mrs Gaigg were also critical of the long delay in completing this transaction; they had put the necessary money in hand promptly and this had cost them well in excess of the department's estimate.

3 Before seeing the Gaiggs I had a quick check of the file and noted that their original proposal set out in letter of 10/11/68 did recite the freehold homestead action. However, the L.S.B. submission at folio 335 referred at page 2 to "proposed renewable lease" whereas the L.S.B. submission at folio 362, page 3, referred to "adjoining land". The C.C.'s letter dated 27 May 1969, (folio 368) consequently the Board's approval also referred to "adjoining land" at page 2.

4 It was because of this confusion that I telephoned the previous C.P.O. (Mr Wilson) & Mr Board to get their understanding of the situation. Mr Wilson thought the negotiations & subsequent approval were on the basis that the restriction should be against the D.P.F. Mr Board could not recall the exact details but promised to check against H.O. files & advise me on 20 December.

5 In my discussion with Mr & Mrs Gaigg I admitted their representations should have been answered & also that there was obvious room for doubt about the exact position. I undertook to have the whole matter

investigated promptly.

6 At my request, Mr E. Brown called on 23 December and we discussed the situation. Mr Brown was quite convinced that the negotiations & approval had been on the basis of the restriction being against the proposed housestead site. In his view there was no need to protect the P.L. against the D.P.F.; the need to do so would only arise if the proposed housestead site was to be sold separately from the P.L. in which event the Department must be assured of a County road to the only housestead site on the P.L. - at Lake Emily. Mr Brown had no doubts in his mind and he decided his belief that the information in the Board submission & the letter of 27/5/69 had been wrong.

7 I also discussed the matter thoroughly with the C. Draughtman and D.A.O. The situation now is that there is legal road through the D.P.F. (and proposed lands) to give access to the Lake Emily housestead site on the P.L. (See under file 40). Therefore there is no legal impediment to access to the Lake Emily site and all the Crown would want to protect would be responsibility for bringing this access up to County standard. This responsibility would be assumed by the Guiggs in terms of Clause 3 on the P.L. Agreement as between Points A-B; - although the Ashburton County Council's consent does not appear to be conditional. In the circumstances we considered that no useful purpose would be served by insisting on the restriction in Clause 3 being against the D.P.F. but rather it be against the proposed housestead area of 752 acres.

8 On 24 December I discussed the matter by telephone

with his God along the lines of paras 6 & 7
about & he agreed that this was reasonable
& this Office should act accordingly.

9. I was able to contact Mr Guig by telephone
on the evening of 2nd December & I told him
the result of my investigations & the decision.
New documents would be prepared promptly &
forwarded for attention.

Proctor
3. 1. 71.

P. 123

438.

Notes

- 1. Please refer my notes at folio 437.
- 2. Prepare new documents for execution with clause 2 of P. 122 amended to refer to the freehold homestead site (quilt section numbers & title references as well as area) instead of the D.P.F. Bennett with C.D. to ensure that diagrams on documents show:-

- (1) Access from legal road to Maoni Lake as Crown land.
- (2) Access from legal road at B to Lake Quilty as Crown land.
- (3) Area of Crown land included from P. 14 at Lake Quilty.

J I want D.F.O to check documents before they are sent out for signature

4. In future will you please answer correspondence from lessees promptly and in cases such as the Gungah letter of 1 September which raised a specific issue it is not good enough not only to ignore it but to do something quite contrary without the benefit of discussion or correspondence with the lessee to resolve the issue.


3/1/71.

439

P 122

Bastion

RMF

62.649

XXXXXX
Private Bag,
CHRISTCHURCH.

11 January 1971

Mr & Mrs P.C. Grigg,
Surrey Hills,
No. 1 R.D.,
ASHBURTON

Dear Mr & Mrs Grigg,

BARROSA STATION

I refer to earlier correspondence and discussions regarding the renewal of your Pastoral lease and the issue of the Deferred Payment Licence.

I have personally investigated the background of this case both from investigation of my office file and personal conversation with Officers from Christchurch and Head Office who were concerned with the disposal. I am now satisfied that the intention was that the Pastoral Lease was to be issued with the additional clause inserted in the lease tying in the Pastoral Lease with your Freehold land and not the Crown land being disposed of to you on deferred payments. I apologize for the early misunderstanding in this case.

Enclosed are new sets of documents and I would appreciate it if you would have the Company's seal attached to these documents and return them to me in due course.

Yours faithfully,

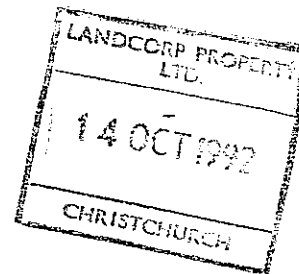
G. Mollett
Commissioner of Crown Lands

Per:

Encl.

*Documents checked before deposited
11/1/71*

MEARES WILLIAMS
Barristers & Solicitors



12 October 1992

The Manager
Landcorp Investments Ltd
P O Box 142
CHRISTCHURCH

Attention: Simon Bamford

Dear Sir

RE: BARROSA STATION LTD

We act for the abovenamed. Our clients are Lessees from the Crown of approximately 5746.5361 ha by virtue of a pastoral lease, a copy of which is enclosed for your information.

The land in the lease adjoins other land (to the west) which is owned by our clients. Our clients now wish to create an easement similar to that shown as "A" to "B" on the title, but shown on the attached DP 61476 as "C", "D" and "E". You will appreciate that the creation of the easement will considerably improve access to the Pastoral Lease land.

We enclose a draft form of transfer which we have prepared which will (inter alia) create the easements and would be obliged if you would confirm that Landcorp will execute the original transfer to consent as lessor to the creation of the easement. When we receive your approval, we will arrange to have the transfer executed by our clients and forward to you for execution by Landcorp.

Yours faithfully
MEARES WILLIAMS
Per

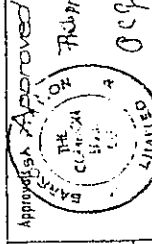
B W M Tothill

bwt:mmg
encl

LANDSBOROUGH HOUSE 287 DURHAM STREET
P.O. BOX 660, CHRISTCHURCH
TELEPHONE (03) 379-0059, FAX (03) 366-6299, AND AT AKAROA.

PARTNERS: G. H. GOULD, LL.B. Notary Public, R. C. M. STRAUBEL, LL.B.
P. M. DAVIES, LL.B. G. P. RICHARDSON, LL.B. S. A. JOHNSTON, LL.B. (HONS). B. W. M. TOTHILL, LL.B.
ASSOCIATES: P. L. O'BRIEN, LL.M. (LOND.), J. M. MORAN, LL.B.

RELEASE UNDER THE OFFICIAL INFORMATION ACT



Approved & Approved
Philip Spink
District Engineer
Dated 11 Dec 1986
Registered & Registered
Mayer
District Clerk

Approved pursuant to the provisions of the Resources Management Act 1976, and the City of Ashburton District Council's Policy regarding the subdivision of land, I hereby certify that the information contained in this plan has been made known to the Registrar of Land and the Registrar of Titles and that the provisions of section 117 of the Resources Management Act 1976 and any regulations made in accordance with that Act have been complied with in the subdivision of the Ashburton District Council.

Dated this 10th day of June 1986

Philip Spink
District Engineer

Mayer
District Clerk

AMALGAMATION CONDITIONS
THAT LOTS 18 (D.I.B.) HEARON BE HELD IN THE SAME CERTIFICATE OF TITLE.
THAT LOTS 3 & 11 HEARON BE HELD IN THE SAME CERTIFICATE OF TITLE

Pursuant to Section 117(1) of the Resources Management Act 1976, I hereby certify that all conditions of the subdivision have been complied with in the subdivision of the Ashburton District Council.

Dated this 10th day of June 1986

Philip Spink
District Engineer

Mayer
District Clerk

Lot 20 to be transferred to HM owned under Section 235 Resource Management Act 1976.

NATURE	REGISTERED BY	DATE
RIGHT OF WAY	A	1/7/82
	B	2/11/83
	C	1/11/83
	D	1/11/83

MEMORANDUM OF EASEMENTS
RIGHTS IN CONNECTION WITH THE SUBDIVISION
TOTAL AREA 25 324 918 sqm

Unimproved land 25 324 918 sqm (100%)
Improved land 0 sqm (0%)

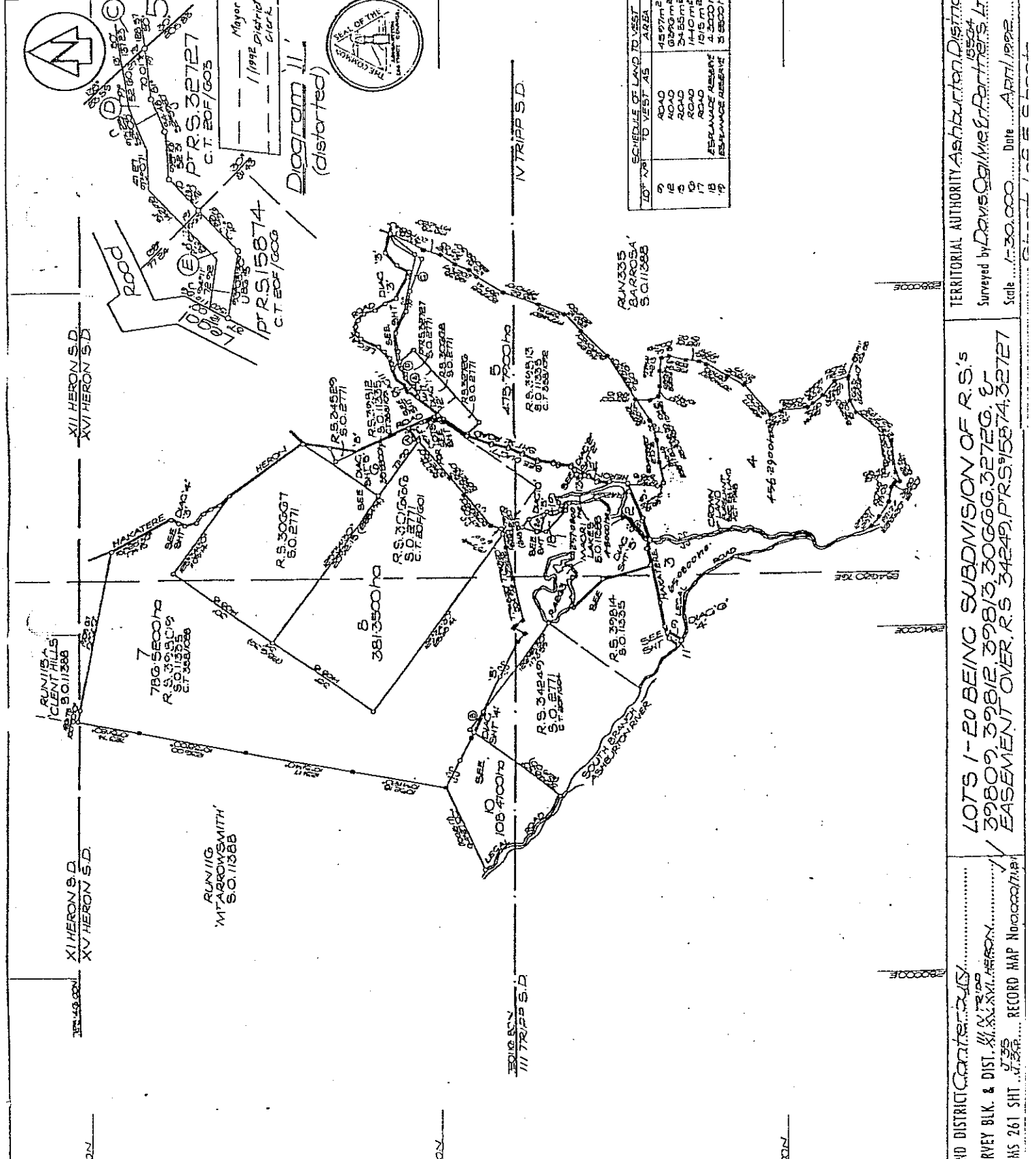
REGISTERED EASEMENTS
REGISTERED SURVEYOR AND HOLDER OF AN ANNUAL CERTIFICATE FOR REGISTERED SURVEYING AND HOLDER OF AN ANNUAL CERTIFICATE FOR REGISTERED SURVEYING
REGISTERED SURVEYOR AND HOLDER OF AN ANNUAL CERTIFICATE FOR REGISTERED SURVEYING
REGISTERED SURVEYOR AND HOLDER OF AN ANNUAL CERTIFICATE FOR REGISTERED SURVEYING
REGISTERED SURVEYOR AND HOLDER OF AN ANNUAL CERTIFICATE FOR REGISTERED SURVEYING
REGISTERED SURVEYOR AND HOLDER OF AN ANNUAL CERTIFICATE FOR REGISTERED SURVEYING

Field Book
Reference Plans
Examined
Approved as to Survey
Deposited this day of 19

Chief Surveyor

District Land Registrar
DP61476

Received 25.6.92



XI HERON S.D.
XVII HERON S.D.

1 RUNTIMA
CLIENT HILLS
S.O. 11388

7 786 5600 ha
R.S. 3295307
S.O. 11385
C.T. 368408

10 1064700 ha
R.S. 3424938
S.O. 11386
C.T. 368409

11 52014 ha
R.S. 329214
S.O. 11335
C.T. 368410

12 103500 ha
R.S. 30637
S.O. 11387
C.T. 368411

13 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

14 38500 ha
R.S. 3424938
S.O. 11386
C.T. 368409

15 28500 ha
R.S. 3424938
S.O. 11386
C.T. 368409

16 28500 ha
R.S. 3424938
S.O. 11386
C.T. 368409

17 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

18 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

19 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

20 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

21 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

22 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

23 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

24 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

25 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

26 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

27 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

28 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

29 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

30 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

31 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

32 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

33 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

34 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

35 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

36 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

37 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

38 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

39 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

40 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

41 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

42 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

43 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

44 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

45 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

46 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

47 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

48 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

49 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

50 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

51 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

52 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

53 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

54 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

55 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

56 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

57 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

58 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

59 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

60 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

61 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

62 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

63 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

64 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

65 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

66 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

67 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

68 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

69 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

70 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

71 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

72 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

73 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

74 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

75 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

76 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

77 42000 ha
R.S. 3424938
S.O. 11386
C.T. 368409

TERRITORIAL AUTHORITY Ashburton District
Surveyed by DAVIS, G. M. & CO. LTD.
Scale 1:30,000 Date APRIL 1986

LOTS 1-20 BEING SUBDIVISION OF R.S.'s
32809, 32812, 32813, 30666, 32756, &
EASEMENT OVER R.S. 34249, P.R.S.'s 15874, 32727

NO. DISTRICT CENTER
RVEY BLK. & DIST. NO. 11, XI HERON S.D.
HS 261 SH. 1983 RECORD MAP NO. 11388

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

Approved

Registered

Total Area
 Comprised in
 I, James B. Jones, Surveyor, being a 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 1980 hereby certify that this plan has been made from surveys conducted by me or under my direction, 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.
 Date of Survey 1992 of 1992 day 15 of April
 Signature [Signature]
 Field Book
 Reference Plans S.O. 11335, S.O. 11336, S.O. 11337, S.O. 11338, S.O. 11339, S.O. 11340, S.O. 11341, S.O. 11342, S.O. 11343, S.O. 11344, S.O. 11345, S.O. 11346, S.O. 11347, S.O. 11348, S.O. 11349, S.O. 11350, S.O. 11351, S.O. 11352, S.O. 11353, S.O. 11354, S.O. 11355, S.O. 11356, S.O. 11357, S.O. 11358, S.O. 11359, S.O. 11360, S.O. 11361, S.O. 11362, S.O. 11363, S.O. 11364, S.O. 11365, S.O. 11366, S.O. 11367, S.O. 11368, S.O. 11369, S.O. 11370, S.O. 11371, S.O. 11372, S.O. 11373, S.O. 11374, S.O. 11375, S.O. 11376, S.O. 11377, S.O. 11378, S.O. 11379, S.O. 11380, S.O. 11381, S.O. 11382, S.O. 11383, S.O. 11384, S.O. 11385, S.O. 11386, S.O. 11387, S.O. 11388, S.O. 11389, S.O. 11390, S.O. 11391, S.O. 11392, S.O. 11393, S.O. 11394, S.O. 11395, S.O. 11396, S.O. 11397, S.O. 11398, S.O. 11399, S.O. 11400, S.O. 11401, S.O. 11402, S.O. 11403, S.O. 11404, S.O. 11405, S.O. 11406, S.O. 11407, S.O. 11408, S.O. 11409, S.O. 11410, S.O. 11411, S.O. 11412, S.O. 11413, S.O. 11414, S.O. 11415, S.O. 11416, S.O. 11417, S.O. 11418, S.O. 11419, S.O. 11420, S.O. 11421, S.O. 11422, S.O. 11423, S.O. 11424, S.O. 11425, S.O. 11426, S.O. 11427, S.O. 11428, S.O. 11429, S.O. 11430, S.O. 11431, S.O. 11432, S.O. 11433, S.O. 11434, S.O. 11435, S.O. 11436, S.O. 11437, S.O. 11438, S.O. 11439, S.O. 11440, S.O. 11441, S.O. 11442, S.O. 11443, S.O. 11444, S.O. 11445, S.O. 11446, S.O. 11447, S.O. 11448, S.O. 11449, S.O. 11450, S.O. 11451, S.O. 11452, S.O. 11453, S.O. 11454, S.O. 11455, S.O. 11456, S.O. 11457, S.O. 11458, S.O. 11459, S.O. 11460, S.O. 11461, S.O. 11462, S.O. 11463, S.O. 11464, S.O. 11465, S.O. 11466, S.O. 11467, S.O. 11468, S.O. 11469, S.O. 11470, S.O. 11471, S.O. 11472, S.O. 11473, S.O. 11474, S.O. 11475, S.O. 11476, S.O. 11477, S.O. 11478, S.O. 11479, S.O. 11480, S.O. 11481, S.O. 11482, S.O. 11483, S.O. 11484, S.O. 11485, S.O. 11486, S.O. 11487, S.O. 11488, S.O. 11489, S.O. 11490, S.O. 11491, S.O. 11492, S.O. 11493, S.O. 11494, S.O. 11495, S.O. 11496, S.O. 11497, S.O. 11498, S.O. 11499, S.O. 11500, S.O. 11501, S.O. 11502, S.O. 11503, S.O. 11504, S.O. 11505, S.O. 11506, S.O. 11507, S.O. 11508, S.O. 11509, S.O. 11510, S.O. 11511, S.O. 11512, S.O. 11513, S.O. 11514, S.O. 11515, S.O. 11516, S.O. 11517, S.O. 11518, S.O. 11519, S.O. 11520, S.O. 11521, S.O. 11522, S.O. 11523, S.O. 11524, S.O. 11525, S.O. 11526, S.O. 11527, S.O. 11528, S.O. 11529, S.O. 11530, S.O. 11531, S.O. 11532, S.O. 11533, S.O. 11534, S.O. 11535, S.O. 11536, S.O. 11537, S.O. 11538, S.O. 11539, S.O. 11540, S.O. 11541, S.O. 11542, S.O. 11543, S.O. 11544, S.O. 11545, S.O. 11546, S.O. 11547, S.O. 11548, S.O. 11549, S.O. 11550, S.O. 11551, S.O. 11552, S.O. 11553, S.O. 11554, S.O. 11555, S.O. 11556, S.O. 11557, S.O. 11558, S.O. 11559, S.O. 11560, S.O. 11561, S.O. 11562, S.O. 11563, S.O. 11564, S.O. 11565, S.O. 11566, S.O. 11567, S.O. 11568, S.O. 11569, S.O. 11570, S.O. 11571, S.O. 11572, S.O. 11573, S.O. 11574, S.O. 11575, S.O. 11576, S.O. 11577, S.O. 11578, S.O. 11579, S.O. 11580, S.O. 11581, S.O. 11582, S.O. 11583, S.O. 11584, S.O. 11585, S.O. 11586, S.O. 11587, S.O. 11588, S.O. 11589, S.O. 11590, S.O. 11591, S.O. 11592, S.O. 11593, S.O. 11594, S.O. 11595, S.O. 11596, S.O. 11597, S.O. 11598, S.O. 11599, S.O. 11600, S.O. 11601, S.O. 11602, S.O. 11603, S.O. 11604, S.O. 11605, S.O. 11606, S.O. 11607, S.O. 11608, S.O. 11609, S.O. 11610, S.O. 11611, S.O. 11612, S.O. 11613, S.O. 11614, S.O. 11615, S.O. 11616, S.O. 11617, S.O. 11618, S.O. 11619, S.O. 11620, S.O. 11621, S.O. 11622, S.O. 11623, S.O. 11624, S.O. 11625, S.O. 11626, S.O. 11627, S.O. 11628, S.O. 11629, S.O. 11630, S.O. 11631, S.O. 11632, S.O. 11633, S.O. 11634, S.O. 11635, S.O. 11636, S.O. 11637, S.O. 11638, S.O. 11639, S.O. 11640, S.O. 11641, S.O. 11642, S.O. 11643, S.O. 11644, S.O. 11645, S.O. 11646, S.O. 11647, S.O. 11648, S.O. 11649, S.O. 11650, S.O. 11651, S.O. 11652, S.O. 11653, S.O. 11654, S.O. 11655, S.O. 11656, S.O. 11657, S.O. 11658, S.O. 11659, S.O. 11660, S.O. 11661, S.O. 11662, S.O. 11663, S.O. 11664, S.O. 11665, S.O. 11666, S.O. 11667, S.O. 11668, S.O. 11669, S.O. 11670, S.O. 11671, S.O. 11672, S.O. 11673, S.O. 11674, S.O. 11675, S.O. 11676, S.O. 11677, S.O. 11678, S.O. 11679, S.O. 11680, S.O. 11681, S.O. 11682, S.O. 11683, S.O. 11684, S.O. 11685, S.O. 11686, S.O. 11687, S.O. 11688, S.O. 11689, S.O. 11690, S.O. 11691, S.O. 11692, S.O. 11693, S.O. 11694, S.O. 11695, S.O. 11696, S.O. 11697, S.O. 11698, S.O. 11699, S.O. 11700, S.O. 11701, S.O. 11702, S.O. 11703, S.O. 11704, S.O. 11705, S.O. 11706, S.O. 11707, S.O. 11708, S.O. 11709, S.O. 11710, S.O. 11711, S.O. 11712, S.O. 11713, S.O. 11714, S.O. 11715, S.O. 11716, S.O. 11717, S.O. 11718, S.O. 11719, S.O. 11720, S.O. 11721, S.O. 11722, S.O. 11723, S.O. 11724, S.O. 11725, S.O. 11726, S.O. 11727, S.O. 11728, S.O. 11729, S.O. 11730, S.O. 11731, S.O. 11732, S.O. 11733, S.O. 11734, S.O. 11735, S.O. 11736, S.O. 11737, S.O. 11738, S.O. 11739, S.O. 11740, S.O. 11741, S.O. 11742, S.O. 11743, S.O. 11744, S.O. 11745, S.O. 11746, S.O. 11747, S.O. 11748, S.O. 11749, S.O. 11750, S.O. 11751, S.O. 11752, S.O. 11753, S.O. 11754, S.O. 11755, S.O. 11756, S.O. 11757, S.O. 11758, S.O. 11759, S.O. 11760, S.O. 11761, S.O. 11762, S.O. 11763, S.O. 11764, S.O. 11765, S.O. 11766, S.O. 11767, S.O. 11768, S.O. 11769, S.O. 11770, S.O. 11771, S.O. 11772, S.O. 11773, S.O. 11774, S.O. 11775, S.O. 11776, S.O. 11777, S.O. 11778, S.O. 11779, S.O. 11780, S.O. 11781, S.O. 11782, S.O. 11783, S.O. 11784, S.O. 11785, S.O. 11786, S.O. 11787, S.O. 11788, S.O. 11789, S.O. 11790, S.O. 11791, S.O. 11792, S.O. 11793, S.O. 11794, S.O. 11795, S.O. 11796, S.O. 11797, S.O. 11798, S.O. 11799, S.O. 11800, S.O. 11801, S.O. 11802, S.O. 11803, S.O. 11804, S.O. 11805, S.O. 11806, S.O. 11807, S.O. 11808, S.O. 11809, S.O. 11810, S.O. 11811, S.O. 11812, S.O. 11813, S.O. 11814, S.O. 11815, S.O. 11816, S.O. 11817, S.O. 11818, S.O. 11819, S.O. 11820, S.O. 11821, S.O. 11822, S.O. 11823, S.O. 11824, S.O. 11825, S.O. 11826, S.O. 11827, S.O. 11828, S.O. 11829, S.O. 11830, S.O. 11831, S.O. 11832, S.O. 11833, S.O. 11834, S.O. 11835, S.O. 11836, S.O. 11837, S.O. 11838, S.O. 11839, S.O. 11840, S.O. 11841, S.O. 11842, S.O. 11843, S.O. 11844, S.O. 11845, S.O. 11846, S.O. 11847, S.O. 11848, S.O. 11849, S.O. 11850, S.O. 11851, S.O. 11852, S.O. 11853, S.O. 11854, S.O. 11855, S.O. 11856, S.O. 11857, S.O. 11858, S.O. 11859, S.O. 11860, S.O. 11861, S.O. 11862, S.O. 11863, S.O. 11864, S.O. 11865, S.O. 11866, S.O. 11867, S.O. 11868, S.O. 11869, S.O. 11870, S.O. 11871, S.O. 11872, S.O. 11873, S.O. 11874, S.O. 11875, S.O. 11876, S.O. 11877, S.O. 11878, S.O. 11879, S.O. 11880, S.O. 11881, S.O. 11882, S.O. 11883, S.O. 11884, S.O. 11885, S.O. 11886, S.O. 11887, S.O. 11888, S.O. 11889, S.O. 11890, S.O. 11891, S.O. 11892, S.O. 11893, S.O. 11894, S.O. 11895, S.O. 11896, S.O. 11897, S.O. 11898, S.O. 11899, S.O. 11900, S.O. 11901, S.O. 11902, S.O. 11903, S.O. 11904, S.O. 11905, S.O. 11906, S.O. 11907, S.O. 11908, S.O. 11909, S.O. 11910, S.O. 11911, S.O. 11912, S.O. 11913, S.O. 11914, S.O. 11915, S.O. 11916, S.O. 11917, S.O. 11918, S.O. 11919, S.O. 11920, S.O. 11921, S.O. 11922, S.O. 11923, S.O. 11924, S.O. 11925, S.O. 11926, S.O. 11927, S.O. 11928, S.O. 11929, S.O. 11930, S.O. 11931, S.O. 11932, S.O. 11933, S.O. 11934, S.O. 11935, S.O. 11936, S.O. 11937, S.O. 11938, S.O. 11939, S.O. 11940, S.O. 11941, S.O. 11942, S.O. 11943, S.O. 11944, S.O. 11945, S.O. 11946, S.O. 11947, S.O. 11948, S.O. 11949, S.O. 11950, S.O. 11951, S.O. 11952, S.O. 11953, S.O. 11954, S.O. 11955, S.O. 11956, S.O. 11957, S.O. 11958, S.O. 11959, S.O. 11960, S.O. 11961, S.O. 11962, S.O. 11963, S.O. 11964, S.O. 11965, S.O. 11966, S.O. 11967, S.O. 11968, S.O. 11969, S.O. 11970, S.O. 11971, S.O. 11972, S.O. 11973, S.O. 11974, S.O. 11975, S.O. 11976, S.O. 11977, S.O. 11978, S.O. 11979, S.O. 11980, S.O. 11981, S.O. 11982, S.O. 11983, S.O. 11984, S.O. 11985, S.O. 11986, S.O. 11987, S.O. 11988, S.O. 11989, S.O. 11990, S.O. 11991, S.O. 11992, S.O. 11993, S.O. 11994, S.O. 11995, S.O. 11996, S.O. 11997, S.O. 11998, S.O. 11999, S.O. 12000.

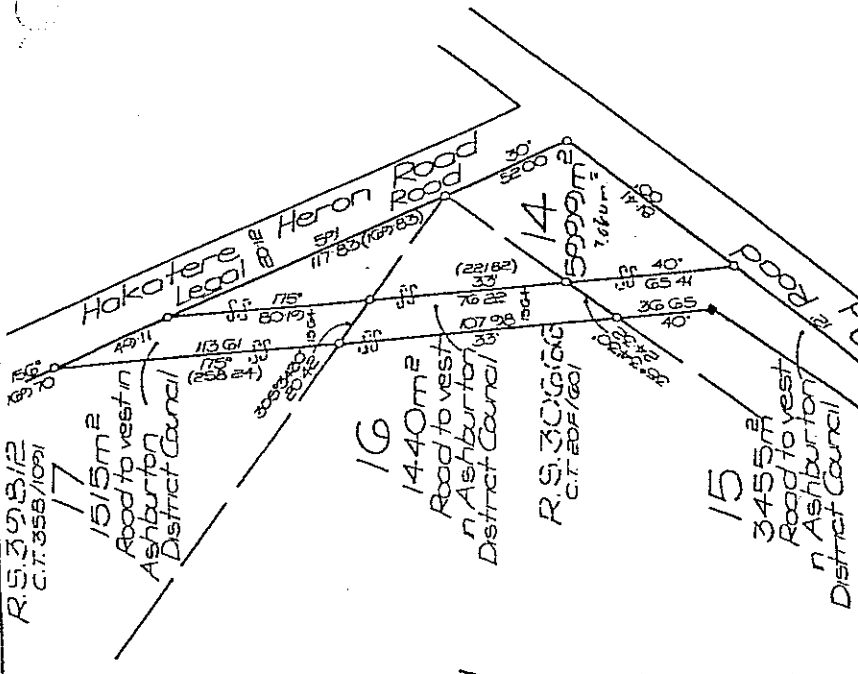
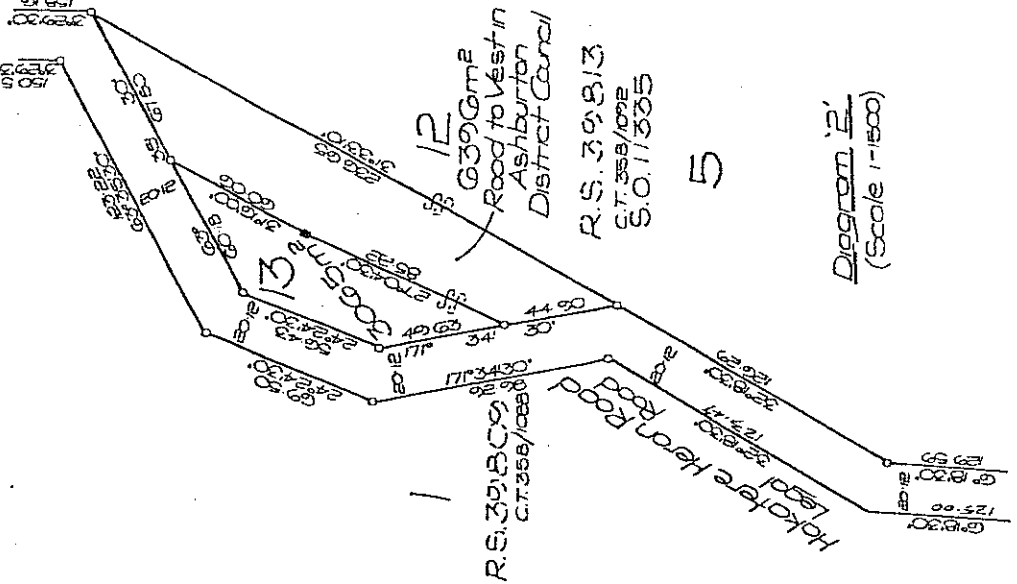
Approved as to Survey

Chief Surveyor

Deposited this day of 19

District Land Registrar

DP 61476



TERRITORIAL AUTHORITY: Ashburton District
 Surveyed by Davis Ogilvie & Partners Ltd
 Scale 1:1500 Date April 1992

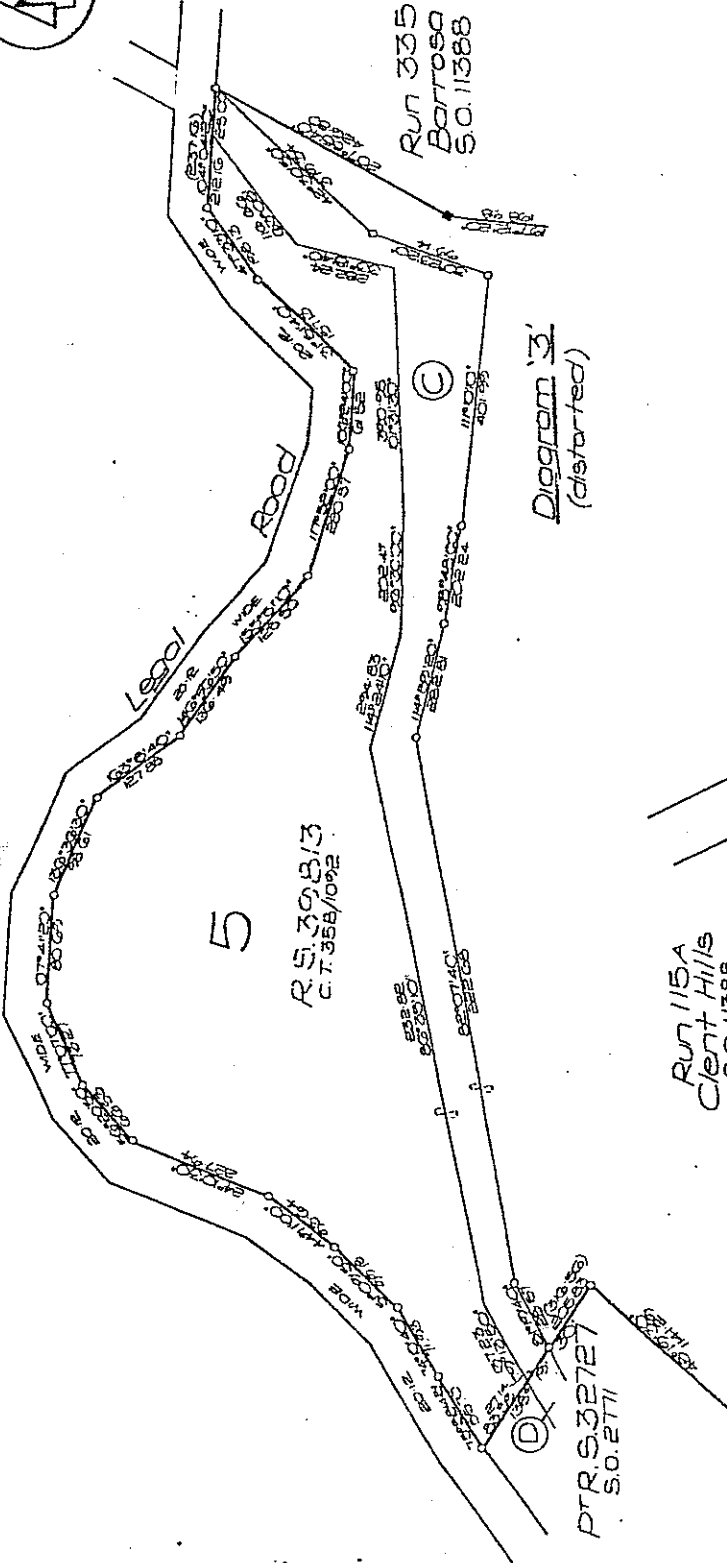
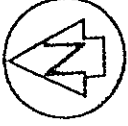
Diagrams 11 & 12

LAND DISTRICT Canterbury
 SURVEY BLK. & DIST. XIV, XV, XVI, HERON
 NZMS 261 SHT. A.286 RECORD MAP No. 1000/17

Sheet 2 of 5 Sheets

Approvals Approved

Registered Topographer



Total Aired

Completed In

1/1/1982
I, Walter J. Barron, Barron, Chief of Survey, do hereby certify that the above plan has been made from surveys executed by me or under my direction, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1872 or any regulations made in substitution thereof.

Dated 11/23/1982 at Wellington day 23 of November 1982.

Signature Walter J. Barron

Field Book

Reference Plans 11388, 11389, 11390, 11391, 11392, 11393, 11394, 11395, 11396, 11397, 11398, 11399, 11400, 11401, 11402, 11403, 11404, 11405, 11406, 11407, 11408, 11409, 11410, 11411, 11412, 11413, 11414, 11415, 11416, 11417, 11418, 11419, 11420, 11421, 11422, 11423, 11424, 11425, 11426, 11427, 11428, 11429, 11430, 11431, 11432, 11433, 11434, 11435, 11436, 11437, 11438, 11439, 11440, 11441, 11442, 11443, 11444, 11445, 11446, 11447, 11448, 11449, 11450, 11451, 11452, 11453, 11454, 11455, 11456, 11457, 11458, 11459, 11460, 11461, 11462, 11463, 11464, 11465, 11466, 11467, 11468, 11469, 11470, 11471, 11472, 11473, 11474, 11475, 11476, 11477, 11478, 11479, 11480, 11481, 11482, 11483, 11484, 11485, 11486, 11487, 11488, 11489, 11490, 11491, 11492, 11493, 11494, 11495, 11496, 11497, 11498, 11499, 11500, 11501, 11502, 11503, 11504, 11505, 11506, 11507, 11508, 11509, 11510, 11511, 11512, 11513, 11514, 11515, 11516, 11517, 11518, 11519, 11520, 11521, 11522, 11523, 11524, 11525, 11526, 11527, 11528, 11529, 11530, 11531, 11532, 11533, 11534, 11535, 11536, 11537, 11538, 11539, 11540, 11541, 11542, 11543, 11544, 11545, 11546, 11547, 11548, 11549, 11550, 11551, 11552, 11553, 11554, 11555, 11556, 11557, 11558, 11559, 11560, 11561, 11562, 11563, 11564, 11565, 11566, 11567, 11568, 11569, 11570, 11571, 11572, 11573, 11574, 11575, 11576, 11577, 11578, 11579, 11580, 11581, 11582, 11583, 11584, 11585, 11586, 11587, 11588, 11589, 11590, 11591, 11592, 11593, 11594, 11595, 11596, 11597, 11598, 11599, 11600, 11601, 11602, 11603, 11604, 11605, 11606, 11607, 11608, 11609, 11610, 11611, 11612, 11613, 11614, 11615, 11616, 11617, 11618, 11619, 11620, 11621, 11622, 11623, 11624, 11625, 11626, 11627, 11628, 11629, 11630, 11631, 11632, 11633, 11634, 11635, 11636, 11637, 11638, 11639, 11640, 11641, 11642, 11643, 11644, 11645, 11646, 11647, 11648, 11649, 11650, 11651, 11652, 11653, 11654, 11655, 11656, 11657, 11658, 11659, 11660, 11661, 11662, 11663, 11664, 11665, 11666, 11667, 11668, 11669, 11670, 11671, 11672, 11673, 11674, 11675, 11676, 11677, 11678, 11679, 11680, 11681, 11682, 11683, 11684, 11685, 11686, 11687, 11688, 11689, 11690, 11691, 11692, 11693, 11694, 11695, 11696, 11697, 11698, 11699, 11700, 11701, 11702, 11703, 11704, 11705, 11706, 11707, 11708, 11709, 11710, 11711, 11712, 11713, 11714, 11715, 11716, 11717, 11718, 11719, 11720, 11721, 11722, 11723, 11724, 11725, 11726, 11727, 11728, 11729, 11730, 11731, 11732, 11733, 11734, 11735, 11736, 11737, 11738, 11739, 11740, 11741, 11742, 11743, 11744, 11745, 11746, 11747, 11748, 11749, 11750, 11751, 11752, 11753, 11754, 11755, 11756, 11757, 11758, 11759, 11760, 11761, 11762, 11763, 11764, 11765, 11766, 11767, 11768, 11769, 11770, 11771, 11772, 11773, 11774, 11775, 11776, 11777, 11778, 11779, 11780, 11781, 11782, 11783, 11784, 11785, 11786, 11787, 11788, 11789, 11790, 11791, 11792, 11793, 11794, 11795, 11796, 11797, 11798, 11799, 11800, 11801, 11802, 11803, 11804, 11805, 11806, 11807, 11808, 11809, 11810, 11811, 11812, 11813, 11814, 11815, 11816, 11817, 11818, 11819, 11820, 11821, 11822, 11823, 11824, 11825, 11826, 11827, 11828, 11829, 11830, 11831, 11832, 11833, 11834, 11835, 11836, 11837, 11838, 11839, 11840, 11841, 11842, 11843, 11844, 11845, 11846, 11847, 11848, 11849, 11850, 11851, 11852, 11853, 11854, 11855, 11856, 11857, 11858, 11859, 11860, 11861, 11862, 11863, 11864, 11865, 11866, 11867, 11868, 11869, 11870, 11871, 11872, 11873, 11874, 11875, 11876, 11877, 11878, 11879, 11880, 11881, 11882, 11883, 11884, 11885, 11886, 11887, 11888, 11889, 11890, 11891, 11892, 11893, 11894, 11895, 11896, 11897, 11898, 11899, 11900, 11901, 11902, 11903, 11904, 11905, 11906, 11907, 11908, 11909, 11910, 11911, 11912, 11913, 11914, 11915, 11916, 11917, 11918, 11919, 11920, 11921, 11922, 11923, 11924, 11925, 11926, 11927, 11928, 11929, 11930, 11931, 11932, 11933, 11934, 11935, 11936, 11937, 11938, 11939, 11940, 11941, 11942, 11943, 11944, 11945, 11946, 11947, 11948, 11949, 11950, 11951, 11952, 11953, 11954, 11955, 11956, 11957, 11958, 11959, 11960, 11961, 11962, 11963, 11964, 11965, 11966, 11967, 11968, 11969, 11970, 11971, 11972, 11973, 11974, 11975, 11976, 11977, 11978, 11979, 11980, 11981, 11982, 11983, 11984, 11985, 11986, 11987, 11988, 11989, 11990, 11991, 11992, 11993, 11994, 11995, 11996, 11997, 11998, 11999, 12000

Examined

Approved as to Survey

Chief Surveyor

Deposited this day of 19

District Land Registrar

15
Received 25. 6. 92
Instructions DP 61476

TERRITORIAL AUTHORITY Ashburton District
 Surveyed by Davis Ogilvie Barron Ltd
 Scale Distorted Date April 1982

LAND DISTRICT Canterbury
 SURVEY BLK. & DIST. XLXXV. THESSON
 WIDE CUT 1/25 RECORD MAP NACC00071.01

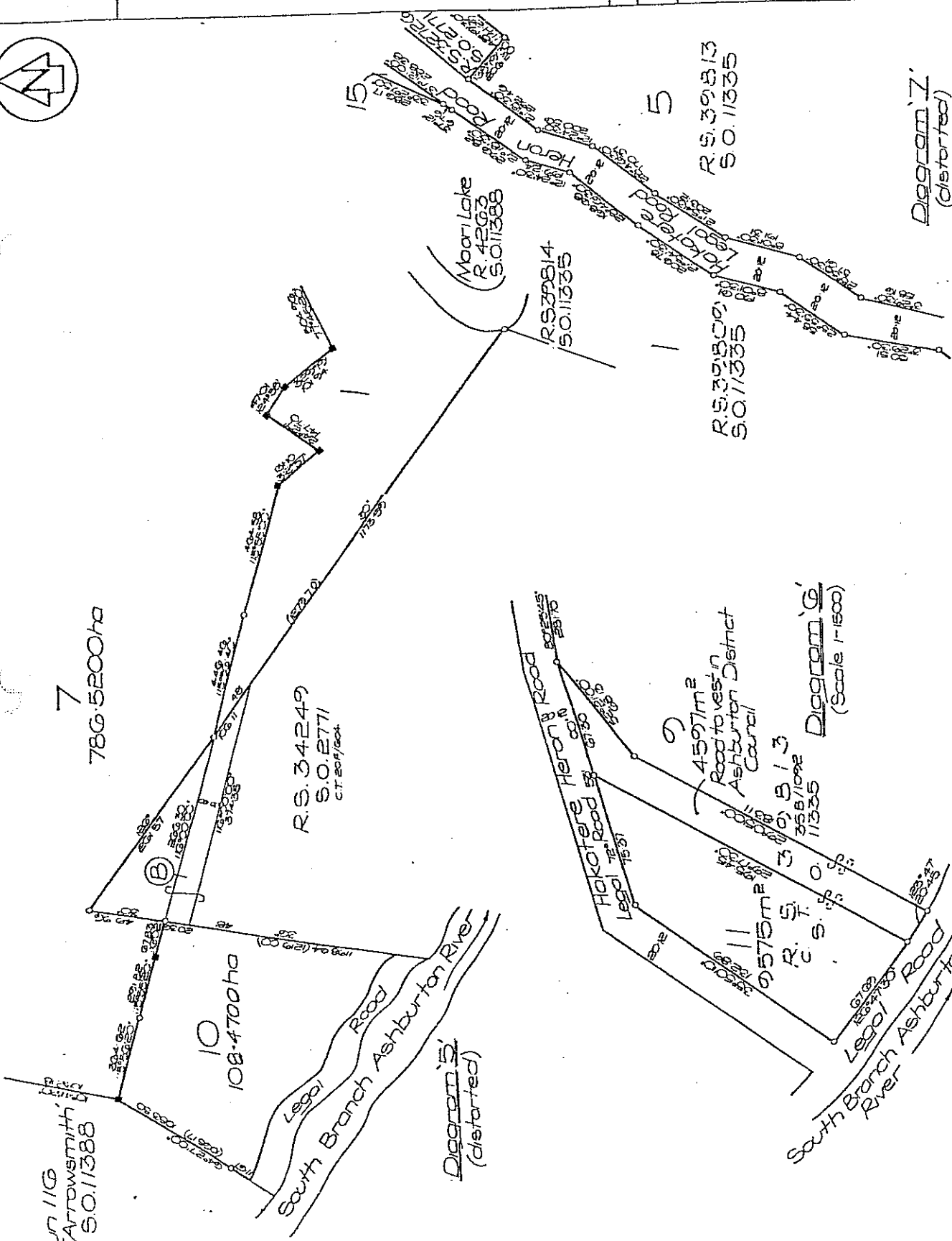
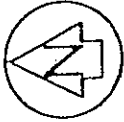
Diagrams 3 & 4

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

Approved

Registered Frontier

Approved



Total Area	.....
Completed In	.....
Examined	.....
Approved as to Survey	.....
Deposited this	..... day of 19
Chief Surveyor	.....
District Land Registrar	.....
File No	DP61476
Received	25 6 92
Instructions	.....

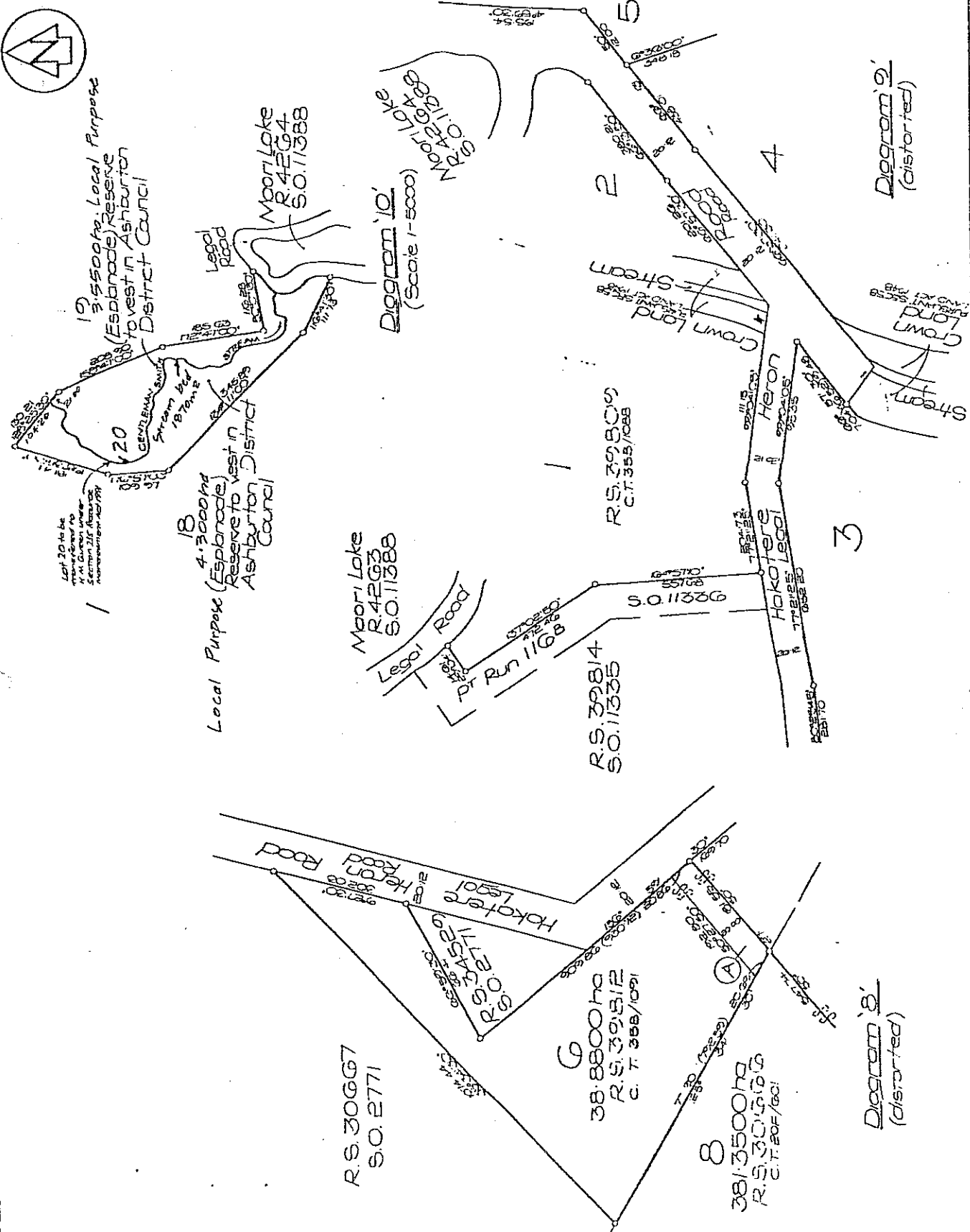
TERRITORIAL AUTHORITY, Ashburton District
 Surveyed by DAVIS, Ogilvie & Partners Ltd
 Scale AS SHOWN Date April 1992

Diagrams 5, 6 & 7

LAND DISTRICT Canterbury
 SURVEY BLK. & DIST. XI. XX. XXI. HERON
 NZMS 261 SHT 735 RECORD MAP No 000007146/1

Approved: 7-25-1967

Registered Proprietor



Total Area	.....
Comprised in	.....
<p><i>HARRISON, M. J. B. & CO. SURVEYORS, CHRISTCHURCH</i> 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 1966. Hereto certify that this plan has been made from surveys executed by me or under my directions, that both plan and surveys are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof. Dated this 11th day of July 1967. Signature: <i>M. J. B. Harrison</i> Field Book Inverse Book Reference Plans Examined Correct</p>	
Approved as to Survey	.....
Deposited this	..... day of 19
Chief Surveyor	.....
District Land Registrar	.....
No. of Plan	DP 61476
Date of Plan	25. 6. 92

TERRITORIAL AUTHORITY Ashburton District
 Surveyed by Davis Ogilvie & Partners Ltd
 Scale 1:50,000 Date April 1967

Diagrams 8, 9 & 10
 (distorted)

MEMORANDUM OF TRANSFER

..... Canterbury..... Land Registry Office

WHEREAS

BARROSA STATION LIMITED at Christchurch

(hereinafter called the Transferor) being registered as proprietor of an estate set out in the schedule A below subject to such interests as are therein notified.

SCHEDULE A

ESTATE:	FEE SIMPLE	LEASEHOLD	HEREDITARY	MORTGAGE	ENCUMBRANCE
					(Delete those which do not apply)
C.T.	AREA	LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION OR DOCUMENT NO.			
Part 20F/603	786.5200ha	Lot 7 on Deposited Plan 61476			
	38.8800ha	Lot 6 on Deposited Plan 61476			
	475.7900ha	Lot 5 on Deposited Plan 61476			
	381.3500ha	Lot 8 on Deposited Plan 61476			
	22.1584ha	Rural Section 32726 and Part Rural Section 32727			
20F/606	8.0598ha	Part Rural Section 15874			
35B/1089	217.9232ha	Rural Section 39810			
35B/1090	374.9033ha	Rural Section 39811			
20F/602	300.5473ha	Rural Sections 30667 and 30668			
20F/600	101.1714ha	Rural Section 34529			

ENCUMBRANCES, LIENS AND INTERESTS

Lots 5, 6 and 7 Deposited Plan 61476 subject to S 59 Land Act 1948
 Lot 6 Deposited Plan 61476 subject to E/C
 Lot 5 Deposited Plan 61476 subject to E/C

SCHEDULE B

An estate of Leasehold created by virtue of a Pastoral Lease under the Land Act 1948 of 5746.5361ha approximately being Run 335 "Barrosa" Block XVI Heron Survey District and Blocks XIII Somers Survey District, Blocks IV and VIII Tripp Survey District and Blocks I, II and V Alford Survey District comprised and described in Certificate of Title

Subject to: Mortgage 884666/6

AND WHEREAS the Transferor desires to create the easements as set out in Schedule C for the benefit of the land in Schedule B over the land in Schedule A.

AND WHEREAS pursuant to an Agreement for Sale and Purchase between the Transferor and NICO (No.38) Ltd at Ashburton (called "the Transferee") for the consideration below the Transferor did agree to transfer the land in Schedule A to the Transferee, reserving the rights, easements and covenants set out in Schedule C.

NOW THEREFORE pursuant to an Agreement dated 30 April 1992 and

IN CONSIDERATION of the sum of ONE MILLION AND FIFTY THOUSAND DOLLARS (\$1,050,000) (which sum includes \$15,000 for chattels) paid to the Transferor by the Transferee, the receipt of which sum the Transferor HEREBY ACKNOWLEDGES, the Transferor HEREBY TRANSFERS to the Transferee all the estate and interest of the Transferor in the land described in Schedule A reserving nevertheless forever to the owner for the time being of the land in Schedule B the rights, easements and covenants set out in Schedule C over the land in Schedule A.

SCHEDULE C

The Transferor as owner of the land in Schedule B HEREBY GRANTS as forever appurtenant to the land in Schedule B a right of way over part of the land in Schedule A and described as "C" on Lot 5 DP 61476, and "D" on Part Rural Section 32727 on DP 61476 and "E" on part Rural Section 15875 on DP 61476 and:-

1. The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied.

The costs of forming, maintaining and repairing the right of way contained herein shall be borne by such of the owners of the land set out in Schedule "B" and the owner or owners of Lot 5 DP 61476, Part Rural Section 32727 and Part Rural Section 15875 shown on DP 61476 in the same proportions as their proportions of usage of the said right of way PROVIDED THAT if at any time or times such right of way shall be damaged by any of the owners of the land as set out in Schedule "B" or the owner or owners of Lot 5 DP 61476, Part Rural Section 32727 and Part Rural Section 15875 shown on DP 61476 then the owner so damaging such right of way shall be liable for the full cost of repairs.

3. Any dispute concerning or touching the grants contained herein or the liabilities or responsibilities of any party or person shall be referred to Arbitration in accordance with the Arbitration Act 1908 or any amendment thereto or Act passed in substitution therefor.

pty/barrosa

IN WITNESS WHEREOF these presents have been executed this _____ day
of _____ 1992.

The Common Seal of
NICO (NO.38) LIMITED
was hereunto affixed
in the presence of:

The Common Seal of
BARROSA STATION LIMITED
was hereunto affixed
in the presence of:

LANDCORP INVESTMENTS LIMITED
on behalf of Her Majesty the
Queen as Lessor under Pastoral
Lease 10B/1254 hereby consents
to the creation of the within
easements. The Common Seal of
LANDCORP INVESTMENTS LIMITED
was hereunto affixed in the
presence of:

SFO

Ref: P 122

sb/sh

3 November 1992

Meares Williams
Barristers and Solicitors
DX 16000
CHRISTCHURCH

ATTENTION: BWM TOTHILL

Dear Sir

BARROSA STATION LIMITED

I am pleased to advise the Commissioner of Crown Lands has approved the easement presented in favour of the Barrosa Pastoral Lease. Please find the Memorandum of Transfer attached duly executed by the Commissioner.

Yours faithfully
LANDCORP PROPERTY LIMITED



SJK BAMFORD
Property Manager

Solicitor for Transferee

*I hereby certify that Part IIA of The Land Settlement
Promotion and Land Acquisition Act 1952 does not apply
to the within transaction.*

Solicitor for the Transferee

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

.....
*District Land Registrar
Assistant of the District of*

TRANSFER

MEARES WILLIAMS
SOLICITORS
CHRISTCHURCH

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

MEMORANDUM OF TRANSFER

Canterbury Land Registry Office

WHEREAS

BARROSA STATION LIMITED at Christchurch

(hereinafter called the Transferor) being registered as proprietor of an estate set out in the schedules A & B below subject to such interests as are therein notified.

SCHEDULE A

ESTATE:	FEE SIMPLE	LEASEHOLD	LEASE	MORTGAGE	ENCUMBRANCE
		(Delete those which do not apply)			
C.T.	AREA	LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION OR DOCUMENT NO.			
Part 20F/603	786.5200ha 38.8800ha 475.7900ha 381.3500ha 22.6679ha	Lot 7 on Deposited Plan 61476 Lot 6 on Deposited Plan 61476 Lot 5 on Deposited Plan 61476 Lot 8 on Deposited Plan 61476 Rural Section 32726 and Part Rural Section 32727			
20F/606	8.0598ha	Part Rural Section 15874			
35B/1089	217.9232ha	Rural Section 39810			
35B/1090	374.9033ha	Rural Section 39811			
20F/602	300.5473ha	Rural Sections 30667 and 30668			
20F/600	101.1714ha	Rural Section 34529			

ENCUMBRANCES, LIENS AND INTERESTS

Lots 5, 6 and 7 Deposited Plan 61476 subject to S 59 Land Act 1948
 Lot 6 Deposited Plan 61476 subject to E/C
 Lot 5 Deposited Plan 61476 subject to E/C

SCHEDULE B

An estate of Leasehold created by virtue of a Pastoral Lease under the Land Act 1948 of 5746.5361ha approximately being Run 335 "Barrosa" Block XVI Heron Survey District and Blocks XIII Somers Survey District, Blocks IV and VIII Tripp Survey District and Blocks I, II and V Alford Survey District comprised and described in Certificate of Title
 Subject to: Mortgage 884666/6

AI WHEREAS the Transferor desires to create the easements as set out in Schedule C for the benefit of the land in Schedule B over the land in Schedule A.

AND WHEREAS pursuant to an Agreement for Sale and Purchase between the Transferor and NICO (No.38) Ltd at Ashburton (called "the Transferee") for the consideration below the Transferor did agree to transfer the land in Schedule A to the Transferee, reserving the rights, easements and covenants set out in Schedule C.

NOW THEREFORE pursuant to an Agreement dated 30 April 1992 and

IN CONSIDERATION of the sum of ONE MILLION AND FIFTY THOUSAND DOLLARS (\$1,050,000) (which sum includes \$15,000 for chattels) paid to the Transferor by the Transferee, the receipt of which sum the Transferor HEREBY ACKNOWLEDGES, the Transferor HEREBY TRANSFERS to the Transferee all the estate and interest of the Transferor in the land described in Schedule A reserving nevertheless forever to the owner lessee or registered proprietor for the time being of the land in Schedule B the rights, easements and covenants set out in Schedule C over the land in Schedule A.

SCHEDULE C


The Transferor as owner of the land in Schedule A HEREBY GRANTS as forever appurtenant to the land in Schedule B a right of way over part of the land in Schedule A and described as "C" on Lot 5 DP 61476, and "D" on Part Rural Section 32727 on DP 61476 and "E" on part Rural Section 15875 on DP 61476 and:-

1. The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied.

2. The costs of forming, maintaining and repairing the right of way contained herein shall be borne by such of the lessees or registered proprietors of the land set out in Schedule "B" and the owner or owners of Lot 5 DP 61476, Part Rural Section 32727 and Part Rural Section 15875 shown on DP 61476 in the same proportions as their proportions of usage of the said right of way PROVIDED THAT if at any time or times such right of way shall be damaged by any of the lessess or the registered proprietors of the land as set out in Schedule "B" or the owner or owners of Lot 5 DP 61476, Part Rural Section 32727 and Part Rural Section 15875 shown on DP 61476 then the owner lessee or registered proprietors (as the case may be) so damaging such right of way shall be liable for the full cost of repairs.

3. Any dispute concerning or touching the grants contained herein or the liabilities or responsibilities of any party or person shall be referred to Arbitration in accordance with the Arbitration Act 1908 or any amendment thereto or Act passed in substitution therefor.

pty/barrosa

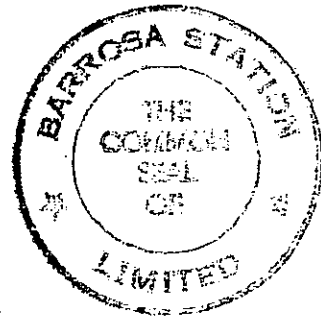


IN WITNESS WHEREOF these presents have been executed this 2nd day of November 1992.

The Common Seal of NICO (NO.38) LIMITED was hereunto affixed in the presence of:

The Common Seal of BARROSA STATION LIMITED was hereunto affixed in the presence of:

Handwritten signatures: A. J. J. Director, P. C. J. Director.



~~LANDCORP INVESTMENTS LIMITED on behalf of Her Majesty the Queen as Lessor under Pastoral Lease 10B/1254 hereby consents to the creation of the within easements. The Common Seal of LANDCORP INVESTMENTS LIMITED was hereunto affixed in the presence of:~~

Her Majesty the Queen as lessor under Pastoral Lease (P 122) 10B/1254 hereby consents to the creation of the within easements:

SIGNED for and on behalf of HER MAJESTY THE QUEEN by THE COMMISSIONER OF CROWN LANDS in the presence of:

Handwritten signature of J. Edmunds, Commissioner of Crown Lands.

Witness: Bullen, Pastoral Administration Officer, Department of Survey and Land Information, Wellington.

MEMORANDUM OF TRANSFER

Canterbury Land Registry Office

WHEREAS

BARROSA STATION LIMITED at Christchurch

(hereinafter called the Transferor) being registered as proprietor of an estate set out in the schedules A & B below subject to such interests as are therein notified.

NEW ZEALAND STAMP DUTY
 53/12/1992

SCHEDULE A

ESTATE:	FEE SIMPLE	LEASEHOLD	COVENANT	MORTGAGE	XXXXXXXXXX
(Delete those which do not apply)					
C.T.	AREA	LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION OR DOCUMENT NO.			
36C/218	786.5200ha	Lot 7 on Deposited Plan 61476			
36C/217	38.8800ha	Lot 6 on Deposited Plan 61476			
36C/216	475.7900ha	Lot 5 on Deposited Plan 61476			
36C/219	381.3500ha	Lot 8 on Deposited Plan 61476			
36C/220	22.1584ha	Part Rural Section 32726 and Part Rural Section 32727			
20F/606	8.0598ha	Part Rural Section 15874			
35B/1089	217.9232ha	Rural Section 39810			
35B/1090	374.9033ha	Rural Section 39811			
20F/602	300.5473ha	Rural Sections 30667 and 30668			
20F/600	101.1714ha	Rural Section 34529			

ENCUMBRANCES, LIENS AND INTERESTS

- 36C/216, 36C/217 & 36C/218 Lots 5, 6 and 7 Deposited Plan 61476 subject to S 59 Land Act 1948
- 36C/217 Lot 6 Deposited Plan 61476 subject to E/CA20792/12, S243(a) Resource Management Act 1991
- 36C/216 Lot 5 Deposited Plan 61476 subject to E/CA20792/12, S243(a) Resource Management Act 1991
- 36C/219 Lot 8 Deposited Plan 61476 subject to E/CA20792/12, S243(a) Resource Management Act 1991
- 20F/606 Subject to Section 243(c) of the Resource Management Act 1991

SCHEDULE B

An estate of Leasehold created by virtue of a Pastoral Lease under the Land Act 1948 of 5746.5361ha approximately being Run 335 "Barrosa" Block XVI Heron Survey District and Blocks XIII Somers Survey District, Blocks IV and VIII Tripp Survey District and Blocks I, II and V Alford Survey District comprised and described in Certificate of Title 108125

Subject to: Mortgage 884666/6
 Section 243(c) of the Resource Management Act 1991
 Section 243(a) of the Resource Management Act 1991
 E/C A20792/12

EXEMPTION FROM CONVEYANCE DUTY
 ALLOWED UNDER SECTION 22 B.

A Helms

For Dist. Commissioner of Inland Revenue

~~TRANSFER, MORTGAGE, LEASE~~
~~ASSIGNMENT and AGREEMENT~~

stamped with duty of
 \$0.00 on 4, 6, 92

S. on

A Helms
 for Dist. Commissioner of Inland Revenue

RELEASED UNDER THE OFFICIAL INFORMATION ACT

STATUTORY DECLARATION WHERE PURCHASER OR LESSEE IS A COMPANY OR OTHER BODY CORPORATE

IN THE MATTER of the Land Settlement Promotion and Land Acquisition Act 1952 (hereinafter referred to as 'the Act'), and

IN THE MATTER

of (a) an Agreement for Sale and Purchase

(a) Set out nature of transaction.

dated the 30th April 1992 ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

(b) Full name.

from (b) BARROSA STATION LIMITED at Christchurch as Vendor

(c) Full name.

~~(or lessee)~~ to (c) NICO [No. 38] LIMITED at Ashburton

(d) Official description of land.

as Purchaser ~~(or lessee)~~ affecting all that parcel of land (d)

As per attached Schedule of land

~~being all/part of the land comprised and described in certificate of title, Volume~~

~~folio~~ (Canterbury Land Registry).

(e) Full name, address, and occupation.

I, (e) PETER ALBERT WALTER HARMER of Alford Forest, Farmer

solemnly and sincerely declare:

(f) State capacity in which declaration is made, e.g., the Secretary, a Director.
(g) Full name of corporate body.

1. That I am (f) a Director of (g) Nico [No. 38] Limited the purchaser ~~(or lessee)~~ of the land above described.

2. The purchaser ~~(or lessee)~~ has entered into the transaction solely on its own behalf as the person beneficially entitled thereunder.

3. That the purchaser ~~(or lessee)~~ does not own, lease, hold, or occupy in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as defined in the Act, outside a city or borough or town district, and has no estate or interest, whether legal or equitable and whether vested or contingent, under any trust or will, in any such farm land.

4. That there are more than 9 members of the company.

In the case of a company (delete clause not applicable).

~~Or, That =~~

(a) No member of the company and no wife or husband of any member of the company owns, leases, holds, or occupies in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land:

(b) No parent of any member of the company under 17 years of age, owns, leases, holds, or occupies in fee simple or under any tenure of more than 1 year's duration either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy in any such farm land:

(c) All the shares in the company are held by members on their own behalf and as the persons beneficially entitled thereto.

5. That no company of which the purchaser ~~(or lessee)~~ is a member, the members of which are less than 10 in number, owns, leases, holds, or occupies in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust or will, in any such farm land.

P.A.W.M.

LL, COONEY & CO.

S — SOLICITORS — NOTARY PUBLIC

ENCE K. COONEY, L.L.B., Notary Public Associate: DAVID J. WELSH, B.A., L.L.B.

243 Tancered Street,
Ashburton, N.Z.

•
Telephone (03) 308-4188
Fax (03) 308-7412
P.O. Box 324

28th May, 1992.

The District Land Registrar,
Land Registry Office,
Level 3,
Torrens House,
195 Hereford Street,
CHRISTCHURCH.

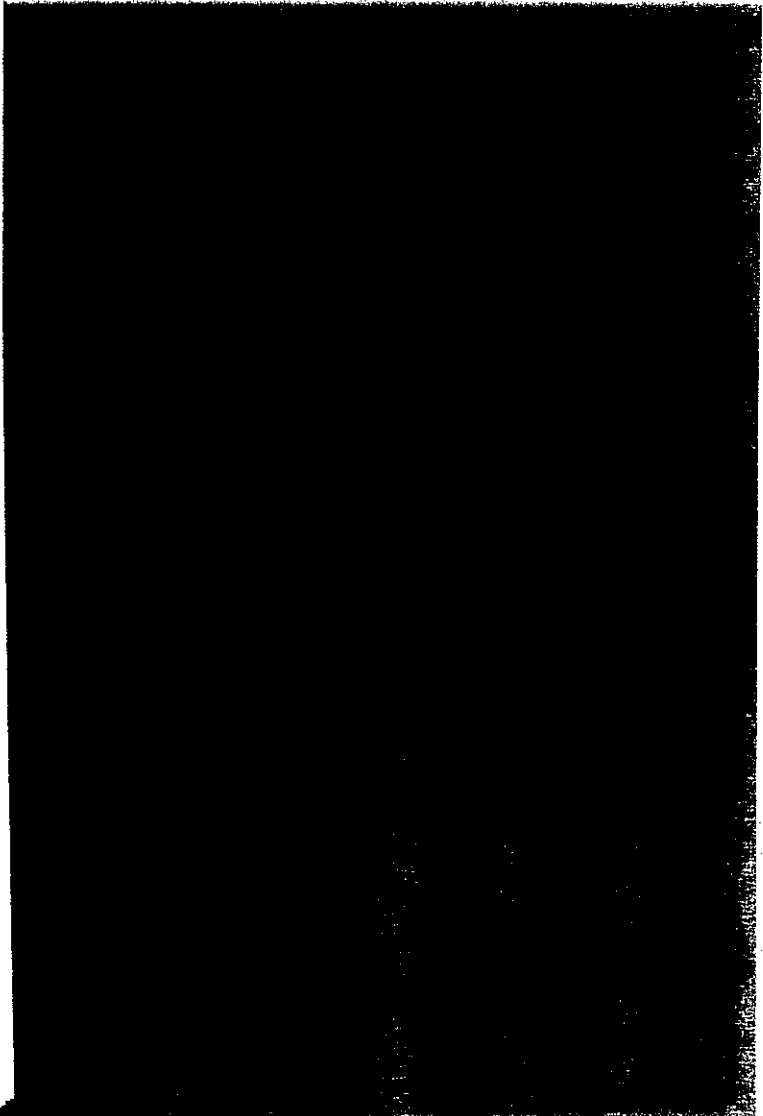
Dear Sir,

re: BARRCSA STATION LIMITED TO
NICO (No. 38) LIMITED

We refer to the Statutory Declaration by Mr. P.A.W. Harmer with regard to the above transaction dated 13th May 1992 and filed at your office on 15th May 1992 under No. 608/92. We have now received an updated description of the land described in the Agreement for Sale and Purchase dated 30th April 1992 and in order to avoid any confusion when we attend to registration of our documents against the new Titles we enclose a replacement Statutory Declaration [in duplicate] for filing and for one certified copy to be returned to us.

Yours faithfully,
NICOLL, COONEY & CO.

Per: 
D.J. WELSH
DJW:WEL
Encl. 2



6. That the purchaser (or lessee) has not since the passing of the Act (namely the 16th day of October 1952) transferred, created, leased, or otherwise disposed of any estate or interest in farm land (as defined) to any person as a trustee for any person or created any trust in respect of any estate interest in any such farm land.

7. The transaction is not subject to Part IIA of the Act because -

The purchaser (or lessee) is not an overseas corporation as defined in section 35A of the Act

Or
The transaction does not relate to any kind of land of the Crown (as defined in section 2 of the Land Settlement Promotion and Land Acquisition Amendment Act 1969 and amended by section 2 of the Land Settlement Promotion and Land Acquisition Act 1972).

(Or where the purchaser or lessee is a trustee) the purchaser (or lessee) is the trustee under the following trust (h) and every beneficiary under the trust is a New Zealand citizen (or every beneficiary under the trust who is an individual is a New Zealand citizen and no beneficiary under the trust that is a body corporate is an overseas corporation as defined in section 35A of the Act).

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

(h) Specify the trust.

P.A.W.H.

DECLARED AT... Ashburton

this 27th day of May 19 92.

before me -

P.A.W. Harmer

Justice of the Peace
or Solicitor of the High Court
(or other person authorised to take and receive Statutory Declarations.)

- NOTE - 1. Where only Part II of the Act applies to the transaction, the declarant is required to declare as to the matters prescribed in paragraphs 1 to 7 of this form.
2. Where the declaration is made for the purposes of section 35D of the Act, the declarant is required to declare as to the matters prescribed in paragraphs 1 and 7 of this form.
3. Where Part II only or both Parts II and IIA apply to the transaction, and the purchaser or lessee is a trustee, then under section 24 (1) (a) of the Act, the consent of the Land Valuation Tribunal is required and this form is not applicable.
4. Section 2 (1) of the Act contains the following definitions:
- "Farm Land" means land that, in the opinion of the Land Valuation Tribunal, is or should be used exclusively or principally for agricultural purposes:
- Provided that, where land that is being used exclusively or principally for agricultural purposes could, in the opinion of the Tribunal, be used with greater advantage to the community generally for non-agricultural purposes, it shall for the purposes of this Act be deemed not to be farm land.
- "Agricultural purposes" has a meaning corresponding to the term "agriculture", which for the purpose of this definition means the cultivation of the soil for the production of food products and other useful products of the soil, and includes the use of land for horticultural or pastoral purposes, or for the keeping of pigs, bees, or poultry.
5. The classes of land described in paragraph (f) of section 35B (1) of the Act are as follows:
- (a) Any land of 4,000 square metres or over in area which under any operative regional planning scheme or proposed or operative district scheme under the Town and Country Planning Act 1977, is designated or zoned as a reserve, or as a public park, or for recreation purposes, or as private open space, or for preservation as a place of or containing an object of historical or scientific interest or natural beauty, or any proposed such purpose.
 - (b) Any land of 2 hectares or over in area which under any such proposed or operative district scheme is zoned for rural purposes or is so zoned that farming of any kind is a predominant or conditional use in that zone.
 - (c) Any land of 4,000 square metres or over in area which is not included in any proposed or operative district scheme provided and maintained by any Council or other local authority under that Act.
 - (d) Any land being or forming part of any island (except the North Island and the South Island) which is less than 150 kilometres from the nearest part of the coast of the North Island or of the South Island.
 - (e) Any land being or forming part of any island of the Chatham Islands.

SCHEDULE OF LAND

All Fee Simple

1.	786.5200 ha	Lot 7 DP	Part RS 39809 Part CT 358/1088
2.	217.9232 ha		RS 39810 CT 35B/1089
3.	374.9033 ha		RS 39811 CT 35B/1090
4.	300.5473 ha		RS 30667 and 30668 CT 20F/602
5.	381.3500 ha	Lot 8 DP	Part RS 30666 Part CT 90/233 20F/601
6.	38.8800 ha	Lot 6 DP	Part RS 39812 Part CT 35B/1091
7.	475.7900 ha	Lot 5 DP	Part RS 39813 Part CT 354B/1092 35B/1092
8.	22.1584 ha		Part RS 32726 and 32727 Part CT 20F/603
9.	8.0598 ha		Part RS 15874 CT 20F/606
10.	<u>101.1714 ha</u>		RS 34529 CT 20F/600
	2707.3034 ha	<u>Total</u>	

All subject to the easements, covenants, restrictions and conditions as set out on the Certificate of Title and Mortgage.

As per the area highlighted Pink on the attached Scheme Plan.

P.A.W.M

CT 35B/1088, 35B/1091, 35B/1092 & 20F/603
have not been checked as they were not in
file Tony Fleete okayed this to be accepted
28.5.1990

Approved: _____

Registered Proprietor: _____

Approved to Survey to Section 10 of 16
 Registered Proprietor Act 1987 of the
 Survey Act 1982. Subject to the
 provisions of the Survey Act 1982,
 the Surveyor General of the Province of
 Saskatchewan hereby certifies that the
 survey is correct and that the boundaries
 shown on the plan are correct and
 that the area shown is correct and
 that the survey is correct and that the
 boundaries shown on the plan are correct
 and that the area shown is correct.

District Clerk: _____
 District Clerk
 THAT LOTS 1-21 BEING SURVEYED ARE HELD IN
 THE SAME CERTIFICATE OF TITLE AS
 THAT LOTS 30-31 HERON BE HELD IN THE
 SAME CERTIFICATE OF TITLE

AMOUNT OF WAY
 A 0
 B 0
 C 0
 D 0

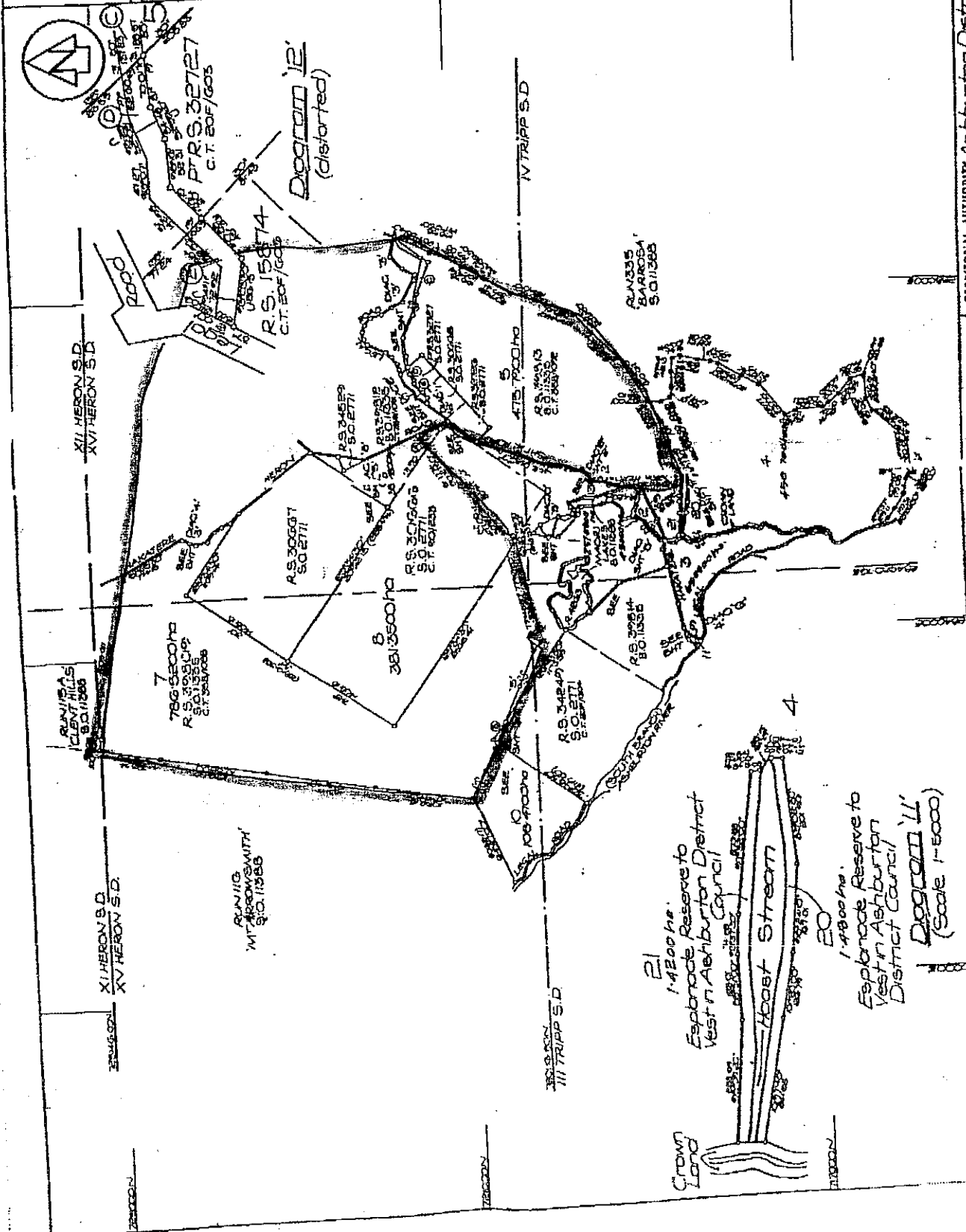
Total Area: 25,800.00 sq. ft.

Completed by: _____

Surveyor General
 Saskatchewan
 Registered Proprietor Act 1987 of the
 Survey Act 1982. Subject to the
 provisions of the Survey Act 1982,
 the Surveyor General of the Province of
 Saskatchewan hereby certifies that the
 survey is correct and that the boundaries
 shown on the plan are correct and that
 the area shown is correct.

Approved as to Survey: _____
 District Clerk

Deposited this _____ day of _____ 19____



TERRITORIAL AUTHORITY: Ashburton District
 Surveyed by: Davis G. Williams
 Date: April 1982
 Sheet 1 of 5 Sheets

LOTS 1-21 BEING SUBDIVISION OF R.S.'S
 39809, 39812, 39813, 30666, 3726, 9
 EASEMENT OVER R.S.'S 34249, 158, P.T.R.'S 3E77

LAND DISTRICT CENTER-BUSINESS
 SURVEY B.L.K. & DIST. 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

AND WHEREAS the Transferor desires to create the easements as set out in Schedule C for the benefit of the land in Schedule B over the land in Schedule A. *(described in schedule C)*

AND WHEREAS pursuant to an Agreement for Sale and Purchase between the Transferor and NICO (No.38) Ltd at Ashburton (called "the Transferee") for the consideration below the Transferor did agree to transfer the land in Schedule A to the Transferee, reserving the rights, easements and covenants set out in Schedule C.

NOW THEREFORE pursuant to an Agreement dated 30 April 1992 and

IN CONSIDERATION of the sum of ONE MILLION AND FIFTY THOUSAND DOLLARS (\$1,050,000) (which sum includes \$15,000 for chattels) paid to the Transferor by the Transferee, the receipt of which sum the Transferor HEREBY ACKNOWLEDGES, the Transferor HEREBY TRANSFERS to the Transferee all the estate and interest of the Transferor in the land described in Schedule A reserving nevertheless forever to the owner lessee or registered proprietor for the time being of the land in Schedule B the rights, easements and covenants set out in Schedule C over the land in Schedule A.

SCHEDULE C

The Transferor as owner of the land in Schedule A HEREBY GRANTS as forever appurtenant to the land in Schedule B a right of way over part of the land in Schedule A ~~and~~ described as ~~Part Rural Section 32727/~~

P.S.H.
P.O.W.A.
Part Rural Section 32727/ on DP 61476 and ~~Part Rural Section 15874/~~ contained in CT 36C/220 & marked D
4 contained in CT 26F/606 & marked E
15874/ on DP 61476 and:-

1. The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied.

2. The costs of forming, maintaining and repairing the right of way contained herein shall be borne by such of the lessees or registered proprietors of the land set out in Schedule "B" and the owner or owners of Part Rural Section 32727 and Part Rural Section 15875 shown on DP 61476 in the same proportions as their proportions of usage of the said right of way PROVIDED THAT if at any time or times such right of way shall be damaged by any of the lessess or the registered proprietors of the land as set out in Schedule "B" or the owner or owners of Part Rural Section 32727 and Part Rural Section 15875 shown on DP 61476 then the owner lessee or registered proprietors (as the case may be) so damaging such right of way shall be liable for the full cost of repairs.

3. Any dispute concerning or touching the grants contained herein or the liabilities or responsibilities of any party or person shall be referred to Arbitration in accordance with the Arbitration Act 1908 or any amendment thereto or Act passed in substitution therefor.

P.A.W.A.

P.S.H.

pty/barrosa

IN WITNESS WHEREOF these presents have been executed this 2nd day of November 1992.

The Common Seal of NICO (NO.38) LIMITED was hereunto affixed in the presence of:

P.A.W. Harmer

DIRECTOR

P.S. Harmer
Director



The Common Seal of BARROSA STATION LIMITED was hereunto affixed in the presence of:

A. J. J. Director
P. C. J. Director



~~LANDCORP INVESTMENTS LIMITED on behalf of Her Majesty the Queen as Lessor under Pastoral Lease 10B/1254 hereby consents to the creation of the within easements. The Common Seal of LANDCORP INVESTMENTS LIMITED was hereunto affixed in the presence of:~~

Her Majesty the Queen as lessor under Pastoral Lease (P 122) 10B/1254 hereby consents to the creation of the within easements:

SIGNED for and on behalf of HER MAJESTY THE QUEEN by THE COMMISSIONER OF CROWN LANDS in the presence of:

J. G. Edwards
Commissioner of Crown Lands

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

Correct for the purposes of the Land Transfer Act.

Scottland
Solicitor for Transferee

I hereby certify that Part IIA of The Land Settlement Promotion and Land Acquisition Act 1952 does not apply to the within transaction.

Scottland
Solicitor for the Transferee

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

DISTRICT LAND REGISTRAR
Chambers
District Land Registrar
of the District of

TRANSFER

11.56 23.DEC92 A.031066/2.

PARTICULARS ENTERED IN REGISTER
LAND SETTLEMENT PROMOTION ACT 1952

36C/216
217
218
219
36C/220
20F/606
35B/1089
1090
20F/600
602

MESS PAID HEREON
AVAILABLE
1012193
ALL

MEARES WILLIAMS
SOLICITORS
CHRISTCHURCH