

Crown Pastoral Land Tenure Review

Lease name : BAUCHOPS HILL

Lease number : PT 085

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.

December 05

**DUE DILIGENCE REPORT
CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:**

File Ref: CON 50272/09/12704/A-ZNO **Report No:** QVV 225 **Report Date:** 13/03/2002
Office of Agent: CHRISTCHURCH **LINZ Case No:** 02/ **Date sent to LINZ:** 15/03/2002

RECOMMENDATIONS

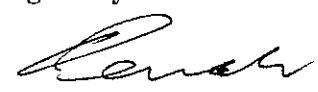
1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** that the only incomplete action relates to the outstanding legalisation of the existing authorised arrangement to Central Radio Services providing access across the lease to the Radio Repeater installation on the Rollesby Range.
3. That the Commissioner of Crown Lands or his delegate **note** that no potential liabilities have been identified as a result of the file search.
4. That the Commissioner or his delegate **note** that an area adjoining the Rollesby Pastoral Lease may be fenced into the lease necessitating a boundary adjustment.

Signed by Sub – Contractor:



Name: D. McGregor
McGregor Property Services Limited
Accredited Agent

Signed by Contractor



Name: B. Dench
Team Leader for Tenure Review
Quotable Value (Valuations)

Approved/Declined (pursuant to a delegation from the Commissioner of Crown Lands) by:

Name:
Date of Decision: / /

1. **Details of Lease:**

Lease Name: Bauchops Hill.

Location: Situated on Rollesby Road approximately 32 kilometres south-east of Fairlie.

Lessee: Ivan Bernard EASON, Nora Margaret EASON and Brian Herbert MAXWELL as Trustees for the BAUCHOPS TRUST.

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 No. A117077.1.

Term: 33 years from 1 July 1993 (expires 30 June 2026).

Annual Rent: \$2805.00.

Rental Value: \$187,000.

Date of Next Review: 30 June 2004.

Land Registry Folio Ref: C.L. CB529/203 (Canterbury Registry).

Legal Description: Run 313, situated in Blocks XI, XII, XV, and XVI, Burke Survey District.

Area: 2003.4604 hectares.

2. **File Search**

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

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 085-SCH-01</i>	<i>1</i>	<i>1</i>	<i>05/10/1938</i>	<i>349</i>	<i>Feb 1975</i>
<i>Pt 085-SCH-02</i>	<i>2</i>	<i>350</i>	<i>Jan 1977</i>	<i>-</i>	<i>30/06/1993</i>
<i>Pt 085-SCH-03</i>	<i>3</i>	<i>-</i>	<i>01/07/1993</i>	<i>-</i>	<i>30/06/2000</i>
<i>Pt 085-SCH-04</i>	<i>4</i>	<i>-</i>	<i>08/10/1921</i>	<i>-</i>	<i>23/09/96</i>
<i>Pt 085A (Plans only)</i>	<i>-</i>	<i>-</i>	<i>01/01/1980</i>	<i>-</i>	<i>Current</i>
<i>CON/50213/09/12704/A-ZNO</i>	<i>1</i>	<i>-</i>	<i>01/07/2000</i>	<i>-</i>	<i>Current</i>

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

File Reference: CON/50272/09/12704/A-ZNO-01
 Volume: 1
 First folio: 1
 Date: August 2001.
 Last folio note: -
 Date: Current

3. Summary of Lease document: (Copy of CL CB529/203 attached as *Appendix I*).

3.1 Terms of Lease

A 33 year term from 1 July 1993 at the Annual rental of \$2805 based on the Rental Value of \$187,000.

Stock limitation in Lease:

1815 sheep (including not more than 1050 breeding ewes).

Commencement Date:

The original lease was issued to A.B.Ross on 1 July 1960. The lease was transferred to the current lessees by Transfer 454098.3, registered on 12 April 2000. The lease was renewed for a further term of 33 years from 1 July 1993 by Memorandum of Renewal of Lease No. A117077.1 at the Annual rental of \$2805 based on the Rental value of \$187,000.

Other Provisions:

Nil.

3.2 Area adjustments

There have been no area adjustments to the lease since issue. The topographical plan indicates part of the adjoining Rollesby Pastoral lease (on the north-western boundary) may be fenced into the lease necessitating a boundary adjustment.

3.3 Registered Interests

Land Improvement Agreement

5268.1 *Land Improvement Agreement pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941* registered on 16 August 1974.

127929.2 *Certificate varying the terms of Land Improvement Agreement 5268.1* registered on 5 May 1977.

Right of Way Easement in Gross

A 357123.4 *Gazette Notice, creating a Right of Way Easement in gross over Run 313 as shown "E" on SO 19481 subject to conditions and vesting in Telecom New Zealand Limited (BY Application pursuant to Section 25(1) of the State-Owned Enterprises Act 1986)* registered on 24 June 1998.

Mortgages

A454098.4 to National Bank of New Zealand Limited registered 12 April 2000.

3.4 Unregistered Interests

Unregistered Right of Way over lease to Central Radio Services facility

Landcorp, on the Crown's behalf, on 5 March 1990 consented to Central Radio Services constructing a Radio Repeater installation on the Rollesby Range and upgrading the existing farm access track to the site through the lease, subject to conditions.

An easement is required to formalise the access arrangements.

Unregistered Mortgages / debts

None known.

4. Summarise any Government programmes approved for the lease:

A Land Improvement Agreement (LIA) registered as Document 5268.1 on 16 August 1974 secured a SWCP executed on 10 July 1974 between the then lessee and the South Canterbury Catchment Board. The works involved erosion control and internal cattle-proof fencing, 1307 acres over-sowing and topdressing, 327 acres initial oversowing and follow up topdressing, windbreak planting and firebreak access tracking.

This Agreement was varied by Certificate of Variation 127929.2 (registered on 5 May 1977) with further works involving internal and boundary cattle-proof fencing and 572 acres of aerial topdressing and seeding.

The property is not part of any Rabbit and Land Management Plan.

5. Summary of Land Status Report:

A Land Status Report undertaken by McGregor Property Services Limited for and on behalf of Q V Valuations on 18 February 2002, confirms the status of the land as Crown Land, leased pursuant to Section 66 of the Land Act 1948, and registered under Section 83 of the same Act.

The land is subject to the registered interests included in *Clause 3.3* above and Part IVA of the Conservation Act 1987 upon disposition.

The minerals are for the most part remain with the Crown as the land has never been alienated since its acquisition from the original Maori owners under the Kemp Purchase. However insofar as the underlying R.S. 27561 (subsequently Section 1, Rollesby Settlement and then R.S's 38713 and 38714) acquired by HMK subject to the Land For Settlements Act 1908 for general settlement in 1922, is concerned the Crown is at liberty to invoke the standard mineral restrictions on disposition of the land.

The report notes that:

- 1) CL CB529/203 contains a notation that the lease is subject to Section 58 of the Land Act 1948 applying in respect of all rivers and streams in excess of three metres in width. However such strips are 'notional' only pending disposition of the land.
- 2) On 5 March 1990 Landcorp approved an application from W.A. Orbell, Director of Central Radio Services to construct a Radio Repeater Station on the Rollesby Range (on the adjoining Glenrock Pastoral lease) and upgrade access to the site through Bauchops Hill, subject to conditions. The provision for access may require legalisation.

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 there are no known transmission power lines, airstrips, dams, water races, huts or historical sites.

However the topographical plan shows that there are local power lines intersecting the lease near the eastern boundary.

SO 19481 attached to the Land Status Report shows that there is a Telecom and Central Radio Services Facilities on the adjoining "Glenrock Pastoral lease" and a small section of the access track servicing those facilities cross Bauchops Hill.

6.1 Legal Roads – formed and paper

The Land Status Report indicates that the original plans denoted the roads abutting the property are legal by Section 110A of the Public Works Act 1928.

6.2 Fenced Boundaries v Legal Boundaries (peripheral):

The topographical plan attached to the Land Status Report shows that a small area of the adjoining Rollesby Pastoral lease, on the north-western boundary, may be fenced into the lease.

7. Details of any neighbouring Crown or Conservation land:

North-Western Boundary	Run 318 (Rollesby Pastoral lease).
Western Boundary	Part R.S. 36814s (Glenrock Pastoral lease).
Southern Boundary	Part Run 74A (Mt. Dalgety Pastoral lease).

8. Summarise any uncompleted actions or potential liabilities:

8.1 Legalisation of Access to Radio Repeater facility

On 16 February 1990 Central Radio Services sought consent to the construction of a Radio Repeater facility on a site on the Rollesby Range together with access to the site across the lease.

Landcorp on 5 March 1990 advised the applicant of consent to the construction and permission to upgrade the farm access track, subject to conditions. The facility has been erected and therefore the legalisation of a formal ROW Easement across the lease is outstanding.

Schedule A – Land Status Report.

APPENDICES

- 1. Copy of Lease Document.**
- 2. Copy of relevant folios - Legalisation of Access to Radio Repeater facility.**

**Q.V. VALUATIONS
CHRISTCHURCH OFFICE**

APPENDIX A

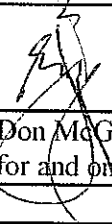
QVV: 224

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 STATUS REPORT for Bauchops Hill Tenure Review	LIPS Ref: 12704
Property 1 of 1	

Land District	Canterbury.
Legal Description	Run 313, situated in Blocks XI, XII, XV and XVI, Burke Survey District.
Area	2003.4604 hectares.
Status	Crown land subject to the Land Act 1948.
Instrument of title / lease	Pastoral Lease CL CB529/203 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal No. A117077.1.
Encumbrances	<p>Subject to:</p> <ol style="list-style-type: none"> 1) Part IVA of the Conservation Act 1987, upon disposition. 2) 5268.1 Land Improvement Agreement pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941 and Certificate of Variation 127929.2. 3) A357123.4 Gazette Notice creating Right of Way Easement in gross over Run 313 as shown "E" on S.O. 19481 and vesting in Telecom New Zealand Limited (by A 357123.5 Application pursuant to Section 25(1) of the State Owned Enterprises Act 1986).
Mineral Ownership	<p>The Mines and Minerals are for the most part owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Deed of Purchase.</p> <p>However insofar as the underlying R.S.27561, (subsequently Section 1, Rollesby Settlement and then R.S.s 38713 and 38714) acquired by HMK subject to the Land for Settlements Act 1908 for general settlement in 1922, is concerned the Crown is at liberty to invoke the standard Crown Mineral restrictions on disposition of the land.</p>
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	18 February 2002.
[Certification Attached]	Yes.



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

- 1) CL CB529/203 contains a notation that the lease is subject to Section 58 of the Land Act 1948 applying in respect of all rivers and streams in excess of 3 metres in width. However such strips are 'notional' only pending disposition of the land.
- 2) On 5 March 1990 Landcorp approved to an application from W.A. Orbell, Director of Central Radio Services to construct a Radio Repeater Station on the Rollesby Range (on the adjoining Glenrock Pastoral Lease) and upgrade access to the site through Bauchops Hill, subject to conditions. The provision for access may require legalisation.

LAND STATUS REPORT for Bauchops Hill Tenure Review	LIPS Ref: 12704
Property 1 of 1	
Research Data: <i>Some Items may not be applicable</i>	

SDI Print Obtained	Yes.
NZMS 261 Ref	I 38.
Local Authority	Mackenzie District Council.
Crown Acquisition Map	Kemp Deed of Purchase.
SO Plans	<p>SO 5368 - Plan of Run 25 subdivided Rollesby Runs (now Parts Run 313) (Approved 8 February 1917).</p> <p>SO 5752 - Plan of Section 1, Rollesby Settlement (Approved 15 November 1921).</p> <p>SO 9214 - Plan of Land to be taken for Road being Section 1, Rollesby Settlement (Approved 17 September 1957).</p> <p>SO 9619 - Plan of R.S's 38713 and 38714 being Parts Section 1, Rollesby Settlement (Approved 23 November 1959).</p> <p>SO 17107 - Doc Allocation plan.</p> <p>SO 19481 - Plan of Access and facilities through Run 254 "Glenrock", RS's 32642 and 36814 and Run 313 (Approved 6 September 1996).</p>
Gazette Notices	<p>N.Z Gazette 1958 p1232 (Proclamation 488177) proclaimed 3 acres 3 rods 21 perches of Section 1, Rollesby Settlement as road.</p> <p>N.Z Gazette 1998 p1266 (registered as A357123.4) set apart land for Telecommunication purposes and acquired easements for an Access track, Electricity and Sewage purposes at Mt Rollesby. This, among other things, created and vested in the Crown in perpetuity (subject to conditions) a Right of Way easement in gross over Part Run 313 marked "E" on S.O. 19481.</p>
Lease Ref	Pastoral Lease CL CB529/203 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal A117077.1.
Legalisation Cards	<p>Searched. SO's 19481</p> <p>Legalisation card shows Area "E" acquired for ROW by N.Z.Gazette 1998 p.1266.</p> <p>No entry regards subsequent vesting in Telecom New Zealand Limited.</p>
ROW by	Confirms Pastoral Lease tenure.
Allocation Maps (if applicable)	Searched. No DoC or SOE Allocations are within the periphery of the lease.
VNZ Ref - if known	VR 25300/5600.

Crown Grant Maps	Not applicable.
Subject Land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) Refer to Notes above. b) Not applicable. c) Not applicable.

LAND STATUS REPORT for Bauchops Hill Tenure Review		LIPS Ref 12704
Property 1 of 1		

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 b) By Proclamation c) Gazette Ref:	a) SO 5368 – Original Crown plan laid off roads and legal pursuant to Section 110A of the Public Works Act 1928. S.O. 9214 defined land taken for road. b) Proclamation 488177 (S.O. 9214). c) N.Z. Gazette 1958 p1232 (S.O. 9214).
Other relevant information a) Concessions – Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership	a) No current DOC concessions exist within the lease boundaries. The only DOC interests are in the Marginal Strips existing and those yet to be defined. No interests are administered by Knight Frank Limited. b) Any disposition subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998. c) The Mines and Minerals are for the most part owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Deed of Purchase. The underlying RS 27561 (subsequently Section 1, Rollesby Settlement and then R.S.'s 38713 and 38714) comprised in CT 284/259 transferred to His Majesty the King subject to the Land for Settlements Act 1908 by T145215 dated 3 March 1922. CT 339/122 issued therefrom and prior to inclusion into the now expired Small Grazing Licence. The original title (CT 88/164) was issued in February 1883 after the first Public Works legislation. It was not acquired in 1922 for a public work under a Public Works Act but as Crown land for general settlement. Therefore the Crown in the circumstances is at liberty to invoke the standard Crown Mineral restrictions on disposition of the land
d) Other Info	d) Not applicable.

**Q.V. VALUATIONS
CHRISTCHURCH OFFICE**

APPENDIX B

Project Number : QVV 224

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 STATUS REPORT for Bauchops Hill Tenure Review			LIPS Ref: 12704
Property	1	of	1

Land District	Canterbury
Legal Description	Run 313, situated in Blocks XI, XII, XV, and XVI, Burke Survey District.
Area	2003.4064 hectares.
Status	Crown land subject to the Land Act 1948.
Instrument of lease	Pastoral Lease CL CB529/203 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal No. A117077.1.
Encumbrances	<p>Subject to:</p> <ol style="list-style-type: none"> 1) Part IVA of the Conservation Act 1987, upon disposition. 2) 5268.1 Land Improvement Agreement pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941 and Certificate of Variation 127929.2. 3) A357123.4 Gazette Notice creating Right of Way Easement in gross over Run 313 as shown "E" on S.O. 19481 and vesting in Telecom New Zealand Limited (by A 357123.5 Application pursuant to Section 25(1) of the State Owned Enterprises Act 1986).
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	9 January 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)(f) 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. Moulton

Date: *16/1/2002*

R Moulton, Chief Surveyor
Land Information New Zealand, Christchurch

CERTIFICATION

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

1. I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Opus International Consultants Limited, 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 McGregor
McGregor Property Services Limited
Accredited Supplier
9 January 2002

APPENDIX 1



**COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952**



Historical Search Copy

R. W. Muir
Registrar-General
of Land

Identifier CB529/203
Land Registration District Canterbury
Date Registered 03 April 1960 02:30 pm

Prior References
CB457/26

Type	Lease under s83 Land Act 1948		
Area	2003.4064 hectares more or less	Term	33 years commencing on the first day of July 1960 and extended to 1.7.2026

Legal Description Run 313

Original Proprietors

Ivan Bernard Eason, Nora Margaret Eason and Brian Herbert Maxwell

Interests

5268.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 16.8.1974 at 3.59 pm

127929.2 Certificate varying the terms of Land Improvement Agreement 5268.1 - 5.5.1977 at 10.54 am

A117077.1 Variation of Lease and extension of term to 1.7.2026 - 9.6.1994 at 11.54 am

A357123.4 Gazette Notice creating the following easements in gross - 24.6.1998 at 11.05 am

Type	Servient Tenement	Easement Area	Grantee
Right of way	Run 313 - herein	E SO 19481	Telecom New Zealand Limited

A454098.4 Mortgage to The National Bank of New Zealand Limited - 12.4.2000 at 9.46 am

NEW ZEALAND

Land Act, 1948
Registered in the Register-book, Vol. 529 fol. 203
day of March

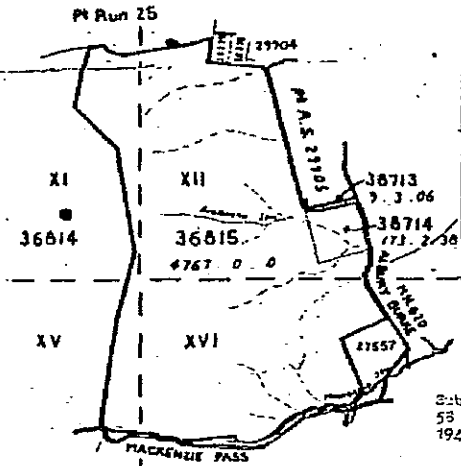
Issued as a Renewal of (or in Exchange for) Lease
registered in Vol. 457 fol. 26

LAND DISTRICT



Pastoral Lease of Pastoral Land under the Land Act, 1948
No. P.85

This Deed, made the 21st day of March one thousand nine hundred and fifty
between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and
ANDREW ROBERTSON ROSS of Paisley, Sheep Farmer
of (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH



that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and have unto the Lessee, his heirs, assigns, and permitted assigns, a parcel of land containing by admeasurement four thousand nine hundred and fifty (4500) acres two (2) roods and four (4) perches, a little more or less, situated in the Land District of Canterbury and being Pastoral Sections 36215, 32713 and 38714 situated in Blocks XI, XII, XV and XVI Burdett Survey District (hereinafter referred to as "the said land") as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of January together with the period between the date of this deed and the aforesaid first day of January Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Canterbury the clear annual rent of one hundred and fifty pounds (£150) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule 58 of the Land Act, 1948, the sum of £1925. by a deposit of £1925 (the receipt of which sum is hereby acknowledged) and thereafter by half-yearly instalments of £1925/2 (962.50) shillings and pence (£96.25) on the 1st day of January and the 1st day of July in each year in the same manner as rent.

METRIC AREA:
2003.4063 ha

Total Area: 4950.204
Scale: 1 mile to an inch

- AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-
1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter named in that behalf and amount paid, and discharge all assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
 2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
 3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
 4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
 5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Canterbury (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1924.
 6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1925.
 7. THAT the Lessee will clean out clear from woods and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
 8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
 9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the first day of the month in which any such premium becomes payable, the receipt for that premium.
 10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
 11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the New Zealand Tame Stock Act, 1916, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
 12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infected with deer, wild guinea, wild pig, opossum, or other animals which the said Department is charged with the duty 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 undue disturbance of the Lessee's stock.

- AND it is hereby agreed and declared by and between the Lessor and the Lessee:-
- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
 - (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1913) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee 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 said land which is for the time being under crop or used or situated within 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
 - (c) THAT upon the expiration of the term of the lease hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased as a rent to be determined under section 66 (3) 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 provisions as this lease, including the power provision for the removal thereof and all provisions ancillary or in relation thereto.

529/203

- (4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:
 - (a) Cultivate any portion of the said land for the purpose of growing winter food for the stock depastured thereon;
 - (b) Deep work any of the said land so as to be sufficient for the use of himself and family and his employees;
 - (c) Plough and sow in grass any portion of the said land;
 - (d) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (e) Surface sow in grass any portion of the said land;
 Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grasses to the satisfaction of the Commissioner.
- (6) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed sheep-carrying capacity of a unit of one for a dry sheep and of one and a half for breeding ewes.
- (7) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 118 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or relieving the Lessee from liability for rent due or arrears due or for any price breach of any covenant or condition of the lease.
- (8) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, 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 hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

NIL

In witness whereof the Commissioner of Crown Lands for the Land District of Canterbury

on behalf of the Lessor, hath hereunto set his

Signed by the said Commissioner, on behalf of the Lessor, in the presence of—

Witness: [Signature]
Occupation: [Signature]
Address: [Signature]

Signed by the above named as Lessee, in the presence of—

Witness: [Signature]
Occupation: [Signature]
Address: [Signature]

[Signature]
Acting Commissioner of Crown Lands

[Signature]
Lessee

That the lessee shall exercise due care in stocking the said land and shall not overstock and, for the purpose of this clause, the lessee shall be deemed not to have failed to use due care in stocking or to have overstocked so long as the number of sheep depastured on the said land does not exceed 1875 (including 1050 ewes) (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafter reserved) but the Commissioner may, by notice in writing, permit the lessee to depasture thereon any greater number should he deem it advisable or expedient to do so. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and in particular in the event of a transfer. Any variation consented to by the Commissioner shall not effect the rent payable hereunder.

Mortgage 171418... [Signatures]

Transfer 652375 to Frank Henry Mason of Pahupito Farmer - 29/6/1965 at 9.27am

Mortgage 171225... [Signatures]

Mortgage 714918... [Signatures]

Variation of the... [Signatures]

Variation of Mortgage 714918 - 29.7.1968 at 9am

Variation of the... [Signatures]

Variation of Mortgage 714918 - 3.10.1968 at 10.30am

Change of appellation whereby the description of the within land is changed to Run 313 "BAUWOP"

847894 Statute... Change under the Rural Homing Act... [Signatures]

The Register copy of the within Pastoral Lease having been lost this original copy of the outstanding duplicate is substituted therefor and this copy has been replaced as the outstanding copy by a certified copy thereof

District Land Registrar [Signature]

THIS REPRODUCTION (ON A REDUCED SC.) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES SECTION 215A LAND TRANSFER ACT 1952. [Signatures]

51.16 000/ 6/10/2011/10/1

OVER

No. 943287 Compensation Certificate Pursuant to Section 17 of the Public Works Amendment Act 1978 - 18.1.1974 at 1.50 p.m. A357123.1

DISCHARGED 2/11/88

John
A.L.R.

No. 917710/1 Change of Name of the mortgagee under Mortgages 635870/2, 223395/1 and 766000/1 to The Rural Bank Limited - produced 28.1.1991 at 11.29am and entered 9.12.1992 at 9.01am

John
for A.L.R.

Variation of Mortgage 766000/1 - 9.12.1992 at 9.01am

John
for A.L.R.

No. A117077/1 Variation and extension of the within lease to 1.7.2026 - 9.6.1994 at 11.54am

John
for A.L.R.

Subject to a right of way in gross over part herein marked E on SO 19481 vested in the Crown pursuant to Sections 20(1) and 28 Public Works Act 1981, created by and subject to the rights set out in the third schedule of Gazette Notice A357123.4

A357123.5 Application pursuant to Section 25(1) State-Owned Enterprises Act 1986 vesting the easements vested by Gazette Notice A357123.4 in Telecom New Zealand Limited

all 24.6.1998 at 11.05

John
for DLR

A454098.2 Transfer of the 1/4 share of Ivan Bernard Eason and Nora Margaret Eason to Ivan Bernard Eason and Nora Margaret Eason in equal shares

Amended 28.11.88
for A.L.R.

A454098.3 Transfer to Ivan Bernard Eason, Nora Margaret Eason and Brian Herbert Maxwell

A454098.4 Mortgage to The National Bank of New Zealand Limited

all 12.4.2000 at 9.45

John
for RGL

Transfer 540225/1 to Ivan Bernard Eason, Sheepfarmer and Nora Margaret Eason, Married Woman both of Burkes Pass, Fairlie as tenants in common in equal shares - 16.4.1985 at 9.32am.

John
for A.L.R.

Transfer 635870/1 of a one quarter share to Ivan Bernard Eason of Burkes Pass, farmer and Nora Margaret Eason of Burkes Pass, married woman - 2.9.1986 at 9.01 a.m.

John
for A.L.R.

Mortgage 635870/2 to the Rural Banking and Finance Corporation of New Zealand - 2.9.1986 at 9.01am

DISCHARGED 1/11/88

John
for A.L.R.

No 635870/6 Memorandum of Priority making Mortgages 635870/2 and 223394/1 second and third mortgages respectively - 2.9.1986 at 9.01 a.m.

John
for A.L.R.

Mortgage 766000/1 to the Rural Banking and Finance Corporation of New Zealand - 27.9.1988 at 9.01am

DISCHARGED 1/11/88

John
for A.L.R.

APPENDIX 2



Photos provided by the Director Central Radio Series
CONFIDENTIAL COPY PROVIDED TO
LINZ (CROWN PROPERTY MANAGEMENT) *Glenloch.*
CONTRACTOR FOR PURPOSES ASSOCIATED

11/11/90 16/5/90

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@ Reply to: Timaru

5 March 1990

W A Orbell
 Director Central Radio Services
 C/- Clayton Station
 RD
FAIRLIE

Dear Andrew

Re: Radio Repeater Station, Rollesby Range, Bauchops Hill/Glenbrook Pastoral Lease

I refer to your letter dated 16/2/90.

This letter is to provide formal consent for the construction of a Radio receiving and transmitting installation on the Rollesby Range grid reference NZMS 1 S101 228 791 and for permission to upgrade the access track to the site through Bauchops Hill.

This approval is subject to the following conditions:-

1. The hut being positioned such that its view if any from both the Rollesby Valley and Haldon Road is the least noticeable (obviously with due regard to reception which should take precedent).
2. The hut being painted to blend in with the natural landscape.
3. That the only earth disturbance carried out be that of any clearing of a site 2.5m x 2.5m and the upgrading of the existing track on Bauchops Hill.

Having spoken to Alister France recently it is clear that the actual site will be on Glenrock Station and not on Bauchops Hill. I trust that approval as such has been obtained from the lessee's of both stations.

Please contact this office should any variation to the above be requested.

Yours faithfully

T B Hood
 Consultant
LANDCORP MANAGEMENT SERVICES LIMITED

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INCORPORATING LANDCORP INVESTMENTS LIMITED & LANDCORP MANAGEMENT SERVICES LIMITED

REGIONAL OFFICE

DISTRICT OFFICES

Christchurch
 Southstate Tower
 76 Cashel Street
 Private Bag
 CHRISTCHURCH
 Telephone (03) 799-787
 Fax (03) 798-440

Westport
 Government Buildings
 Palmerston Street
 P.O. Box 85
 WESTPORT
 Telephone (0289) 7868

Hokitika
 Landcorp House
 49 Tancred Street
 P.O. Box 176
 HOKITIKA
 Telephone (0288) 58-960
 Fax (0288) 58-760

Timaru
 Public Trust Building
 1st Floor
 Cnr Church & Sophia Sts
 P.O. Box 564
 TIMARU
 Telephone (056) 48-340

Alexandra
 4 Limerick Street
 P.O. Box 27
 ALEXANDRA
 Telephone (0294) 86-935

Dunedin
 25B Stewart Street
 P.O. Box 5744 Moray Place
 DUNEDIN
 Telephone (024) 740-571
 Fax (024) 775-167

Invercargill
 Land Corporation Building
 192 Spey Street
 P.O. Box 825
 Telephone (021) 44-489
 Fax (021) 88-628

TIMARU
RECEIVED
19 MAR 1990
Job: Code:



F 1/25/98
DM/PB

CONSERVATION

85

Field Centre Manager
Department of Conservation
Private Bag
TWIZEL

15 March 1990

Mr T Hood
Landcorp
PO box 564
TIMARU

Dear Tony

RADIO INSTALLATION ROLLESBY RANGE

I have forwarded a copy of your letter to Keith Lewis and my comments along the line we discussed over the phone.

I also commented about our concern for unnecessary duplication of both facilities and tracking and that future applicants may be forced to fly any structures onto the site. There is a very real danger of this type of thing snowballing so we can only treat each future application on its merit.

I have no major concerns over this one but I will go and look at the site next time I am over at Burkes Pass.

Regards

Dave Massam
Conservation Officer

for R Young
Field Centre Manager
TWIZEL

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Reply to: Timaru



5 March 1990

R Young
 Field Centre Manager
 Department of Conservation
TWIZEL

Dear Sir

Re: Application to site a Radio Installation, Rollesby Range
Bauchops Hill/Glenrock Pastoral Lease

Mr Andrew Orbell director of "Central Radio Services" has written to Land Corporation following verbal discussion requesting permission for his company to erect a small radio receiving and transmitting installation on the Rollesby Range Grid reference NZMS 1 S101 228 791.

It is apparent that access will be obtained via a formed track present on Bauchops Hill and the site on Glenrock Pastoral Lease. The structure to be erected comprises a hut 2.5m square with a height of 3m plus an aerial (pole) approximately 10 m in height. The hut is to be self contained and portable. Minimal soil disturbance is envisaged on the site although it is proposed to upgrade the existing access track.

All the necessary approval for the siting (lessee's consent) and operation (frequency allocation and licencing) have been provided and it is now up to Land Corporation to provide consent.

I have briefly viewed the site on a recent inspection of Glenrock and have no concerns as regards siting and access. Telecom already have a much larger facility sited within a short distance of the proposed works (with associated access road through Glenrock) with this structure being significantly larger and more complex but of little concern to both to the landscape and land use.

Due to the nature of the Application and the insignificant effect on the land I propose to grant consent for siting subject to the following conditions.

INCORPORATING LANDCORP INVESTMENTS LIMITED & LANDCORP MANAGEMENT SERVICES LIMITED

REGIONAL OFFICE

DISTRICT OFFICES

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 Land Corporation Building
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Timaru

1. The hut being positioned such that its view if any from both the Rollesby Valley and Haldon Road is the least noticeable (obviously with due regard to reception which should take precedent).
2. The hut being painted to blend in with the natural landscape.
3. That the only earth disturbance carried out be that of any clearing of a site 2.5m x 2.5m and the upgrading of the existing track on Bauchops Hill.

I trust that advise of the above consent is adequate for your purposes.

Yours faithfully

T B Hood
Consultant
LANDCORP MANAGEMENT SERVICES LIMITED



LAYTON STATION

Clayton Farming
Company Limited
Fairlie
South Canterbury
New Zealand
Telephone: (5054) 880

LANDCORP - TIMARU
RECEIVED
22 FEB 1990
Job: Code:

16 Feb 1990

Tony Hood
Landcorp Management Services Ltd.
PO Box 504
Timaru

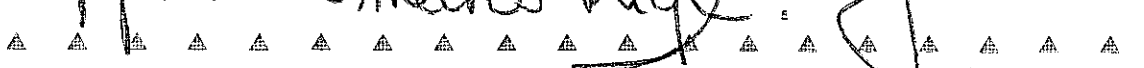
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Dear Tony,
Further to our conversation
re a siting of the Radio Repeater Station
on Mt. Kaitake.

The actual grid reference
on the map NZ M.S.L. Map No S101
grid reference 228791.

It is proposed to
erect a small but 2.5 metres square
x 3 metres with a receiving & transmitting
pole approx 10 metres high.



There would be no soil disturbance apart from battering of an ~~bank~~ or an existing track or benches all station.

The station owner concerned has given his consent for land entry and use of the site.

I would add that this company namely Central Radio Services Ltd has erected 2 repeaters on ~~common~~ land in Central Otago and has liaised with both Radcorp + D.O.C.

Trusting you will see your way clear to consider this application soon,

Yours sincerely

Andrew O'bell
DIRECTOR

CENTRAL RADIO SERVICES