

Crown Pastoral Land Tenure Review

Lease name : BELLAMORE

Lease number : PO 205

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.

January 05

DUE DILIGENCE REPORT
CROWN PASTORAL LAND PRE TENURE REVIEW ASSESSMENT STANDARD 6

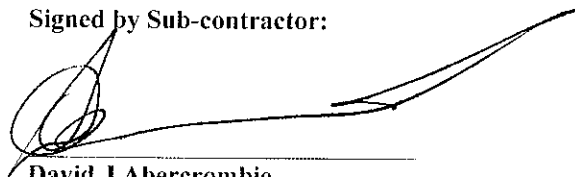
File Ref:	CON / 50241 / 09 / 12502 / A-ZNO	Report No:	Q V V 125	Report Date:	15 February, 2001
Accredited Supplier	ABERCROMBIE & ASSOCIATES LTD	LINZ Case No:	TR01/95	Date sent to LINZ	

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 the following incomplete actions which require action by the Manager, Crown Property Management *[or other party]*;

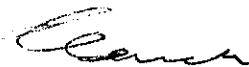
An area of 825 hectares in accordance with the provisions of a Soil Conservation Run Plan was to have been surrendered. The land is behind a retirement fence. There has been no tangible legal action to enforce the undertaking given by the lessees.

Signed by Sub-contractor:



David J Abercrombie
Nominated Person for Accredited Supplier

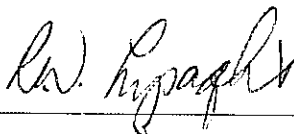
Signed by contractor:



Barry Dench
Team Leader for Tenure Review
Quotable Value [Valuations]

Approved / ~~Declined~~

[pursuant to a delegation from the Commissioner of Crown Lands] by:



[ROBERT WILLIAM LYNCH]

Date of decision: 26/ 3/01

1 Details of lease:

Lease name: Bellamore

Location: Awahokomo Road
Kurow
Waitaki Valley

Lessee: B W and C A Nowell

Tenure: Pastoral lease of pastoral land pursuant to the Land Act 1948.

Term: 33 years from 1 July 1958. The lease was renewed for a further 33 years as at 1 July 1991.

Annual rent: \$1800 per annum

Rental value: \$120 000.00

Date of next review: 2002

Land registry Folio Ref: OT 386/87 [see appendix 1]

Legal description: Sections 1 and 2, SO Plan 23803

Area: 2296.5800 ha

2 File Search

Files held by Knight Frank on behalf of LINZ:

File reference	Volume	First folio number	Date	Last folio number	Date
Po 205		I	10/10/2000	2	14/11/1997
[Also known as CON/50213/09/12502/A-ZNO]					
Po 205/1	I	1	18/04/2000	3	19/06/2000
P 205	III	289	15/08/1984	400	17/03/2000

Other relevant files held by LINZ

File reference	Volume	First folio number	Date	Last folio number	Date
P 205	II	175	16/08/68	288	10/08/1984
P 205	I	I	28/02/1911	174	12/08/1968
[Previously known as file SGR 636]					

Folios relating to uncompleted actions are:

File reference	Volume	Folio number	Date
P 205	II	286	12/04/1984
P 205	III	311	12/06/1988
P 205	III	331	22/01/1990
P 205	III	Pt 338	01/05/1990
P 205	III	367	21/01/1994
P 205	III	368	14/02/1994
P 205	III	373	20/04/1994
P 205	III	374	10/05/1994
P 205	III	379	15/11/1996

3 Summary of lease document

Terms of lease

Lease number:	P 205
Renewal instrument number:	804181 [see appendix 2]
Commencement date:	1 July 1958. The lease was renewed for a further 33 years as at 1 July 1991.
Lease stock limits:	1375 sheep for the twelve months of the year together with an additional 550 sheep for the three months of January to March, inclusive. Note: The personal limitation is 2600 sheep and 140 cattle.
Any non-standard conditions:	There are no non-standard conditions

Area adjustments

The area comprising the Marginal Strips have not been deducted from the area of land leased except through application of Part IV of the Conservation Act on renewal of the lease by memorandum 804181.

Registered interests

SUBSTANTIAL INTEREST	SUMMARY
Transfer to B W & C A Nowell [618356/7]	Personal to lessee but CCL consent first given
Mortgage to Strandon Properties Limited [818356/9]	Personal to lessee
Statutory Land Charge pursuant to Section 14L of the Farm Ownership Savings Act 1974 [618356/10]	Personal to lessee
Land Improvement agreement under Soil Conservation and Rivers Control Act 1941 [6273321]	See comment below
Re-appellation [696175]	Land described as Sections 1- 4, SO 22468
Mortgage to Rural Banking and Finance Corporation of NZ [697588/1]	Personal to lessee
Memorandum renewing lease for a further 33 years from 1 July 1991 [804181]	In accordance with the provision of the lease agreement
New appellation [811913]	Land described as Sections 1 & 2, SO 23803

Unregistered interests

INTEREST	SUMMARY
Recreation permits	There is no record on file of any recreation permits over the lease
Unsecured debts	None known

4 Summarise any Government programmes approved for the lease:

A third 5 year Soil and Water Conservation Plan agreement was entered into in March of 1976. It was unregistered. By clause 10 the lessee agreed that when the plan was complete an area of 1105 ha situated above the retirement fence was to have been surrendered for incorporation into the catchment management area for St Mary's Range. By advice from the [then] Waitaki Catchment Commission the works were recorded as being complete.

A Land Improvement Agreement exists pursuant to Section 30A, Soil Conservation and Rivers Control Act 1941 [627321 - *see appendix 3*]. The agreement is in relation to works and land management practices to be carried out on the land concerned for the purposes of eradicating or controlling rabbits and for the conservation and protection of soil on the land. It affects other land utilised by the lessee of the land the subject of this report. The agreement is between the lessee and the [Now] Canterbury Regional Council and is for a term of thirty three years from 11 December 1984.

5 Summary of Land Status Report

The land the subject of this report is Crown Land subject to Pastoral Lease P 205 as certified by the Chief Surveyor, Dunedin.

A copy of the certified land status report is appended as Schedule A.

6 Review of topographical and cadastral data

Telecommunications facilities	Nil identified
Electricity transmission facilities	Nil identified
Historic places	Nil identified
Discrepancies between fenced and legal boundaries	No major discrepancies have been identified
Formed Roads	Awahokomo Road is legal and formed to the boundary of the lease. In every other instance, the numerous formed roads [tracks] do not follow a legal road.

Paper roads	Nil except to the boundary of the pastoral lease
Marginal strips	There are marginal strips along Awahokomo Creek and West Branch Awakino River pursuant to section 24(9), Conservation Act 1987 upon lease renewal by Memorandum 804181 [SO 23803 refers].
Other [specify] An airstrip is shown near the end of a road [track] leading from the Bellamore homestead	The presumption is that it is for lessee use

[for copies of the topographical map and cadastral plan see appendix 4]

7 Details of any neighbouring Crown or conservation land

In a clockwise manner the Crown [including land of the crown] or conservation land adjoining/adjacent to the land the subject of this report is:

Part Run 4 of 23

SITUATION	STATUS
Southern side	Pastoral lease as recorded in register volume OTA2/1223

Section 4, SO 22988

SITUATION	STATUS
Southern side	Set apart for conservation purposes by Gaz 1999 p 838

Section1, SO22988

SITUATION	STATUS
Western side	Crown Land - no registration. Subject to Pastoral Occupation Licence O 96.

8 Summarise any uncompleted actions or potential liabilities

Your attention is drawn to the following:

In accordance with the provisions [clause 10] of the third Soil Conservation Run Plan, an area of 825 hectares [Section 2, SO 23803 refers] was to have been surrendered. The land is behind a retirement fence [on boundary of Sections 1 & 2 SO 23803]. There has been no tangible legal action to enforce the undertaking given by the lessees [Background details are enclosed as appendix 5].

ATTACHMENTS

- | | |
|------------|--|
| Schedule A | Land status check certification [excluding enclosures] |
| Appendix 1 | Register copy of pastoral lease |
| Appendix 2 | Memorandum of lease renewal |
| Appendix 3 | Land improvement agreement |
| Appendix 4 | Topographical map and SDI cadastral plan |
| Appendix 5 | Copies of relevant supporting folios referenced in this due diligence report |

ABERCROMBIE AND ASSOCIATES LIMITED

PROPERTY MANAGERS AND CONSULTANTS



Doc ID: 110170056

P O BOX 5056
MORAY PLACE
DUNEDIN

PHONE (03) 471 9496
FACSIMILE (03) 471 9455
EMAIL office@abercrombie.co.nz

4 January, 2001

C:\DATA\CONSULT\CLIENT\QVNZ\ICS Cover letter Bellamore.wpd

The Chief Surveyor
Land Information New Zealand
Private Bag 1929
DUNEDIN

Dear Sir

**PROPERTY STATUS REPORT: BELLAMORE
OTAGO LAND DISTRICT**

References - Client: LIPS 12502
- Accredited Supplier: 193/01/04

Please find enclosed:

- 1 In accordance with Crown Pastoral Land Standard 6 and OSG Standard 1999/5 Chief Surveyor Land Status Certifications, a status report for your consideration and decision.
- 2 Evidencing the result of the investigation for the land concerned and set out in appendix order copies of:
 - Appendix 1 A locality plan
 - Appendix 2 SDI print
 - Appendix 3 Relevant survey plans
 - Appendix 4 Registered leases [current and historical]
 - Appendix 5 Documents registered against the current pastoral lease
 - Appendix 6 Advice from Department of Conservation
 - Appendix 7 Quotable Value New Zealand valuation record
 - Appendix 8 Other relevant information [if any]
- 3 As required by Crown Property Management in specifications for complying with instructions on reporting for land status checks in terms of Crown Pastoral Land Standard 6 a certificate of authorisation.

- 4 A cheque at the amount of \$32.00, inclusive of GST, being the prescribed fee for your certification *[Please forward a receipt for this amount as soon as possible]*.

Could you please consider the enclosed status report and, if you concur, complete your certification and return the report to me.

Should any matter require clarification please do not hesitate to contact me any time at your convenience.

Thanking you in anticipation.

Yours faithfully

A handwritten signature in black ink, consisting of a stylized 'D' followed by a long horizontal line that ends in a small upward flick.

David J Abercrombie

ABERCROMBIE AND ASSOCIATES LIMITED

PROPERTY MANAGERS AND CONSULTANTS

P O BOX 5056
MORAY PLACE
DUNEDIN

PHONE (03) 471 9496
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EMAIL office@abercrombie.co.nz

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This report has been prepared on the instructions of Crown Property Management, Land Information New Zealand, and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT	BELLAMORE	P 205	[LIPS Ref. 12502]
Property	1	of	1

Land District	Otago
Legal Description	Sections 1 and 2, SO Plan 23803
Area	2296.5800 ha
Status	Crown Land subject to Pastoral Lease P 205
Instrument of Lease	Reg Vol 386/87 - registered in Land Transfer Office but not under Land Transfer Act
Encumbrances	618356.10 Statutory Land Charge 627321 Land Improvement Agreement Subject to marginal strip along Awahokomo Creek and West Branch Awakino River pursuant to section 24(9), Conservation Act 1987 upon lease renewal by Memorandum 804181.
Mineral Ownership	Crown [see comment below]
Statute	Land Act 1948, Crown Pastoral Land Act 1998

Data Correct as at:	4 January, 2001
Accredited Supplier certification	As attached

Prepared by	David J Abercrombie
Crown Accredited Supplier	Abercrombie & Associates Limited

Certified correct as to status:



Chief Surveyor
Land Information New Zealand, Dunedin

5 / 2 / 2001

Notes: This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence state: See Crown Pastoral Standard 6 paragraph 6

Nil comment.

Research Data: Some items may not be applicable

SDI Print obtained	Yes [See attached]
NZMS 261 Ref	140
Local Authority	Waitaki District Council
Crown Acquisition Map	Yes To determine agreement for purchase from Ngai Tahu
SO Plan	756, 763, 768, 1341, 1347, 4766, 13839, 16427, 19726, 22468, 23803 [See evidence attached]
Relevant Gazette Notices	Nil
CT Reference / Lease Reference	Pastoral Lease P 205, Reg Vol 386/87 Lease renewed by 804181 NOTE: For history of land see below [See evidence attached]
Legislation Cards	Not applicable
CLR	Nil record
Allocation Maps [if applicable]	Not applicable
QVNZ Reference	26050/9100 - Section 1 [area of 1471.5800 ha] 26050/9101 - Section 2 [area of 825 ha] Total area of 2296.58 ha
Crown Grant Maps	Yes - There are no references for the subject property

Research - continued

If Crown land - Check Irrigation Maps.	Yes There are no references for the subject property
Mining Maps	Yes There are no references for the subject property
Other Relevant Information	
a) Concessions - Advice from DoC	a) No concessions have been issued save for some generic concessions covering the vast majority of the conservation estate in the Canterbury Conservancy. DoC records only show the marginal strip along Awahomoko Stream. DoC has an interest in Section 2, SO 23803 where the land at some time in the future is intended to be included in the conservation estate. <i>[See evidence attached from DoC]</i>
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998	b) Only on divestment of freehold or a lease of fifty years or greater by LINZ as a Crown Body
c) Mineral Ownership	c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition from Ngai Tahu by way of the Kemp Purchase.
d) Other Info	

History of ownership:

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

Run 6 of 23

No record exists of crown grants having been made.

First formal lease was issue of Small Grazing Run lease 636 as recorded by Registered Volume 163/129.

Small Grazing Run lease [National Endowment] 1181 was subsequently issued as recorded by Registered Volume 259/151.

New appellation

Created by SO 24468 [Sections 1,2, 3 & 4] and registered by NAP 696175

Pastoral Lease P 205 issued pursuant to Section 83, Land Act 1948 as recorded by Registered Volume 386/87, Otago Registry.

618356 Statutory land charge pursuant to Section 14L, Farm Ownership Savings Act 1974

627321 Land improvement agreement pursuant to Section 30A, Soil Conservation and Rivers Control Act 1941.

Lease renewed by Memorandum 804181 for a term of 33 years from 1 July 1991 and upon renewal the land became subject to a marginal strip along Awahokomo Creek and also along West Branch Awakino River pursuant to section 24(9), Conservation Act 1987.

New appellation

Created by SO 23803 [Sections 1 & 2] and registered by NAP 811913

Note the beds of Awahokomo Creek and Awakino River [west branch] remain in crown ownership subject to Section 24(f) of the Conservation Act 1987.

Status, description of land and area are now as indicated above.



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Historical Search Copy

R. W. Muir
Registrar-General
of Land

Identifier OT386/87
Land Registration District Otago
Date Registered 18 September 1958 14:18

Prior References
OT259/151

Type	Lease under s83 Land Act 1948	Term	Thirty-three years commencing on the first day of July 1958 and renewed for a further 33 years commencing on 1.7.1991
Area	2296.5800 hectares more or less		

Legal Description Section 1-2 Survey Office Plan 23803

Original Proprietors

Bruce Winston Nowell and Christine Anne Nowell

Interests

618356.9 Mortgage to Strandon Properties Limited - 17.7.1984 at 11.35 am
618356.10 STATUTORY LAND CHARGE PURSUANT TO SECTION 14L FARM OWNERSHIP SAVINGS ACT 1974 - 17.7.1984 AT 11.35 AM
627321 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 12.12.1984 at 11.39 am
697588.1 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 4.3.1988 at 9.38 am
697588.2 Memorandum of Priority making Mortgages 697588.1, 618356.9 and Statutory Land Charge 618356.10 as first and second mortgages and third charge respectively - 4.3.1988 at 9.38 am
804181 Memorandum renewing the term and fixing (for the first 11 years) the annual rent at \$1800 calculated on a rental value of \$120,000 - 4.5.1992 at 9.31 am

Issued as a Renewal of (or in Exchange for) Lease
Previous Reference
registered in Vol. 259 fol. 157

LAND & DEEDS
NEW ZEALAND
18 SEP 1958
2/18
1/5
Abstract No. 311 LAND DISTRICT

Registered in the LAND REGISTRY OFFICE
but not under the LAND TRANSFER ACT.

Entered in the Register-book, Vol. 386 fol. 87
the 18 day of September 1958

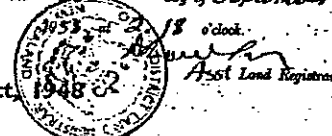


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to Condition
of Original

Pastoral Lease of Pastoral Land under the Land Act

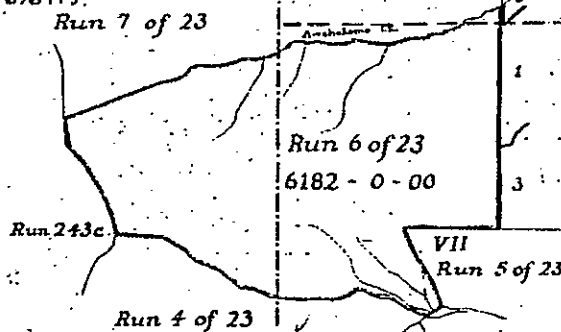
No. P. 205

This Deed, made the first day of March, one thousand nine hundred and fifty-eight
between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and MAXWELL CROFT
of KURON (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH

EQUIVALENT METRIC

AREA IS 2501.7646 ha
Otamatakau S.D.

New Total Area 2296.58 ha.
Doc 696175.



Scale: 80 chains to an inch.

of KURON (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 lease unto the Lessee All that piece or parcel of land containing by admeasurement 6,182 or thereabouts acres or thereabouts, and being situated in the Land District of Otago, Run 6 of 23, Kuron and Otamatakau Survey Districts

(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 July, one thousand nine hundred and fifty-eight, together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-eight. 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 Otago the clear annual rent of one hundred and fifteen pounds (£115. --) 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 hereto the sum of (£) (the receipt of which sum is hereby acknowledged) and thereafter by () half-yearly instalments of () pounds () shillings and () pence (£) () on the 1st day of January and the 1st day of July in each year in the same manner as rent.

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 hereinbefore named in that behalf; and also will pay and discharge all rates, taxes, 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 Otago (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, 1928-1950.
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, 1928-1950.
7. THAT the Lessee will clean and clear from weeds 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 forenoon of the day on 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, cut, 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 Noxious Weeds Act, 1928-1950, burn 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 infested with deer, wild goats, wild pigs, opossums, 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 disturbances of the Lessee's stock.
13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

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 pasturing over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have, right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1915) 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, dwellinghouse: 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 term of time of the term 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 95 (3) of the Land Act, 1915, a new lease of the land hereby leased as a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the removal thereof and all provisions auxiliary or in relation thereto.

- 386787
- (d) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (e) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:
- Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - Plough and sow in grass any portion of the said land;
 - Clear any portion of the said land by felling and burning brush or scrub and sow the land so cleared in grass;
 - 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 clovers and grasses to the satisfaction of the Commissioner.
- (f) 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 clovers and grasses to the satisfaction of the Commissioner.
- (g) 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 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 146 of the Land Act, 1948, declare this lease to be forfeit, and that without displaying or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
- (h) 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

III

In witness whereof the Commissioner of Crown Lands for the Land District of Otago, and these presents have also been executed by the said Lessee.

Otago

on behalf of the Lessor, hath hereunto set his

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

Witness: P. P. S. S. S.

Occupation: Assistant Commissioner of Crown Lands

Address: Christchurch

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

Witness: Maxwell Croft

Occupation: Pastor

Address: Christchurch

P. P. S. S. S.
Assistant Commissioner of Crown Lands.

Maxwell Croft
Lessee

** THAT 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 1375 inclusive of 175 ewes for the twelve months of each of the years of the term of this lease together with an additional 550 ewes for the three months January to March inclusive in each year of the term of this lease (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafore 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 so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

ADVISORY REGISTER of Crown Lands.
Mortgage 157857 Maxwell Croft to the State
Advances for purchase of New Zealand produced
28th April 1955 at 11.59^{am}
Mortgage 157858 Maxwell Croft to the State
Advances for purchase of New Zealand
produced 28th April 1955 at 11.59^{am}
Variation of Mortgage 157857 - 12.12.1968 at 2.21^{pm}
19th Dec

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

J. C. Macdonald A.L.R.

358077 Transfer to Richard Charles Croft
of Kurow Farmer - 27.7.1970 at 1.53pm

358078 Mortgage to Maxwell Croft - 27.7.1970
at 1.54pm

DISCHARGED Maxwell Croft A.L.R.

Maxwell Croft A.L.R.

Maxwell Croft Lessee.
Variation of Mortgage 358078 -
27.7.1970 at 2.56 pm

Maxwell Croft A.L.R.
358079 Transfer of Mortgage
358078 to Murray Maxwell Croft
- 27.8.1970 at 2.58pm

Variation of Mortgage 159857 -
27.7.1970 at 1.59pm

Variation of Mortgage 159857 -
12.10.1970 at 10.47 am

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

Transfer of a \$2,000 share in Mortgage 358078 from Maxwell Croft to Murray Maxwell Croft - 2.9.1974 at 11.24 am.

A.L.R.

Variation of Mortgage 358078 - 2.9.1974 at 11.26 am.

A.L.R.

Variation of Mortgage 358078 - 2.9.1974 at 11.31 am.

A.L.R.

428875 Transfer of a \$2,000 share in Mortgage 358078 from Maxwell Croft to Murray Maxwell Croft - 2.9.1974 at 11.32 am.

A.L.R.

428878 Mortgage to The State Advances Corporation of New Zealand - 2.9.1974 at 11.37 am.

A.L.R.

458075/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 5.5.1976 at 11.12 am.

A.L.R.

458075/3 Memorandum of Priority ranking Mortgage 458075/2 as a second Mortgage and Mortgage 358078 as a third Mortgage - 5.5.1976 at 11.12 am

A.L.R.

518362 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 28.6.1978 at 9.17 am.

A.L.R.

550046 Variation of Mortgage 518362 - 27.2.1981 at 2.29 pm

A.L.R.

609494 Court Order vesting the within land in Richard Charles Croft abovenamed and Patricia Elaine Croft his wife as tenants in common in equal shares - 10.2.1984 at 11.07 am

A.L.R.

618356/1 Certificate vesting mortgage 159857 in The Rural Banking and Finance Corporation of New Zealand - 17.7.1984 at 11.35am

A.L.R.

618356/7 Transfer to Bruce Winston Nowell of Kurow Farmer and Christine Anne Nowell his wife - 17.7.1984 at 11.35am

A.L.R.

618356/8 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 17.7.1984 at 11.35am

A.L.R.

618356/9 Mortgage to Strandon Properties Limited - 17.7.1984 at 11.35am

A.L.R.

618356/10 Statutory Land Charge pursuant to Section 14L of the Farm Ownership Savings Act 1974 - 17/7/1984 at 11.35am

A.L.R.

618356/11 Variation of Mortgage 618356/8 - 17.7.1984 at 11.35am

A.L.R.

627521 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 12.12.1984 at 11.39am

A.L.R.

The within land is now known as Sections 1 (1460 ha), 2 (825 ha), 3 (10.9 ha) and 4 (6800 m2) SO 22468
- See Reappellation 696125

A.L.R.

697588/1 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 4.3.1988 at 9.38 am.

A.L.R.

697588/2 Memorandum of Priority ranking Mortgage 697588/1 as a first mortgage, Mortgage 618356/8 as a second mortgage, Mortgage 618356/9 as a third mortgage and Statutory land Charge 618356/10 as a fourth mortgage - 4.3.1988 at 9.38 am.

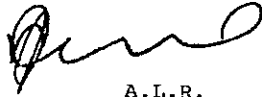
A.L.R.

804181 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1.7.1991 and fixing (for the first 11 years) the annual rent at \$1800 calculated on a rental value of \$120,000 - 4.5.1992 at 9.31 am

A.L.R.

GT 386/87
"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

The within land is now known as Sections 1
(1471.58 ha) and 2 (825 ha) SQ Plan 23803 -
13.8.1992 at 9.03am
See New Appellation 811913



A.I.R.



NEW ZEALAND.

Reference, Vol. 163, folio 129
Induced at



No. 1181. National Endowment.

LEASE OF SMALL GRAZING-RUN.
Under the Land Act, 1924.

DUPLICATE DESTROYED

Land Form A. 2165.

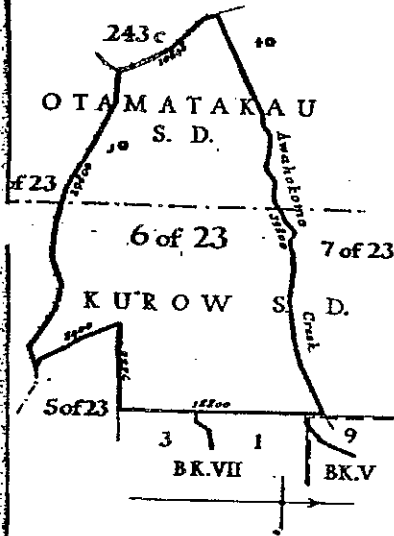
Register Book.

Vol. 259 Fol. 51

259/151

This Lease, dated the first day of March, 1937, between His Majesty the King (who, with his heirs, and successors, is and are herein referred to as "the lessor"), of the one part, and WILLIAM ROBERT MACAULAY, of the other part, of KUROW, in the Land District of OTAGO, with his executors, administrators, and assigns, is hereinafter referred to as "the lessee,"

Area 6182 acres



Scale: 30 chains to an inch.

EQUIVALENT METRIC

AREA IS 2521.7666 ha

of the other part, WILLIAM ROBERT MACAULAY, of KUROW, in the Land District of OTAGO, with his executors, administrators, and assigns, is hereinafter referred to as "the lessee,"

of the other part, WILLIAM ROBERT MACAULAY, of KUROW, in the Land District of OTAGO, with his executors, administrators, and assigns, is hereinafter referred to as "the lessee,"

of the other part, WILLIAM ROBERT MACAULAY, of KUROW, in the Land District of OTAGO, with his executors, administrators, and assigns, is hereinafter referred to as "the lessee,"

of the other part, WILLIAM ROBERT MACAULAY, of KUROW, in the Land District of OTAGO, with his executors, administrators, and assigns, is hereinafter referred to as "the lessee,"

of the other part, WILLIAM ROBERT MACAULAY, of KUROW, in the Land District of OTAGO, with his executors, administrators, and assigns, is hereinafter referred to as "the lessee,"

of the other part, WILLIAM ROBERT MACAULAY, of KUROW, in the Land District of OTAGO, with his executors, administrators, and assigns, is hereinafter referred to as "the lessee,"

Signed by FELIX HERBERT WATERS,

the Commissioner of Crown Lands for the Land District of OTAGO, on behalf of the lessor, in the presence of

Carl, Dist. Engineer
Dunedin

Signed by the said

WILLIAM ROBERT MACAULAY,

in the presence of—

Witness: Edmundson
Occupation: Postmaster
Address: Kuraw

F. Waters
Commissioner of Crown Lands.

William Robert Macaulay
Lessee.



Image Quality due to Condition of Original

No. 636

LEASE OF SMALL GRAZING-RUN.

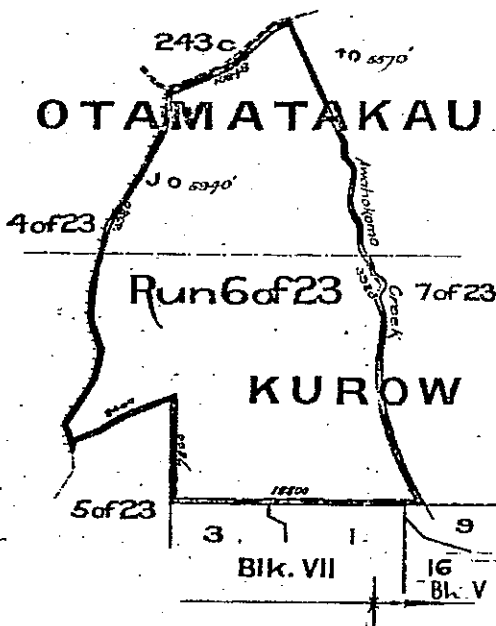
UNDER THE LAND ACT, 1908.

This Deed, made the *twenty eighth* day of *February*, 1911, between His Majesty King George the Fifth (who, with His heirs and successors, is and are herein referred to as "the lessor"), of the one part, and *Percy Heckler* of *Waikowaiti* in the Land District of *Otago*, *Farmer* (who

Schedule
Run numbered six of twenty three (6 of 23) situate in Kurov and Otamatakau Survey District

with his executors, administrators, and assigns is hereinafter referred to as "the lessee") of the other part, Witnesseth that, in consideration of the rents, covenants, conditions, and agreements hereinafter reserved, contained, and implied, and on the part of the lessee to be paid, observed, and performed, the lessor doth hereby demise and lease unto the lessee, All that area of Crown lands containing by estimation *six thousand one hundred and eighty four (6182)* acres, more or less, and being Run No. *6182* in the Land District of *Otago*, in the Dominion of New Zealand, as the said land is delineated on the plan in the Crown Lands Office at *Dunedin*, and also on the plan drawn in the margin hereof and bordered *green*; together with all rights, easements, and appurtenances to the said land belonging or appertaining: To hold the same as a small grazing-run for pastoral purposes unto the lessee for the term of twenty-one years, computed from the first day of March, 1911, subject, however, to the covenants contained and expressed in sections eighty-four and eighty-five of the Property Law Act, 1908, in relation to the payment of rent and the power of distress, and subject also to the several provisions and stipulations set forth in section two-hundred and thirteen of the Land Act, 1908, and to all the provisions of Part V. of the said Act relating to small grazing-runs, and to all other the provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised, or the rights and powers of the lessor or any person or authority in His behalf in relation to the said land and premises, and whether arising under the said Act or these presents, or otherwise howsoever: Holding and paying therefor unto the lessor, during the continuance of such term, the annual rent of *ninety pounds (£ 90 : 0 : 0)*, by equal half-yearly payments in advance, on the first day of March and the first day of September in each year, clear of all rates, taxes, and deductions whatsoever. The first of such payments having been made to the Receiver of Land Revenue at *Dunedin* on behalf of the lessor, the next to become due and be made on the *first* day of *September* next in the manner required by the Land Act, 1908. And the lessee doth hereby, for himself, his heirs, executors, administrators, and assigns, covenant with the lessor that he, the lessee, shall and will pay the yearly rent of *ninety pounds (£ 90 : 0 : 0)*, hereinafter reserved, at the times and in manner aforesaid, and will, in relation to the premises hereby demised, perform, observe, and keep the several covenants and conditions herein contained or implied and on the lessee's part to be performed, observed, and kept respectively; and will in all respects abide by and conform to the provisions of the Land Act, 1908, relative to small grazing-runs, and also abide by and conform to all other provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised.

Area 6182 acres



Scale 1 mile to an inch

In witness whereof the Commissioner of Crown Lands for the Land District of *Otago* (in pursuance of the authority vested in him by the said Act), for and on behalf of the lessor, and the lessee, have hereunto set their hands the day and year first above written.

EQUIVALENT METRIC

AREA IS *2501.7666* ha

Signed by *Ernest Herbert Wilmet*

the Commissioner of Crown Lands for the Land District of *Otago* on behalf of the lessor, in the presence of *J. D. Hay* Clerk *Dunedin*

Signed by the said

Percy Heckler

in the presence of *Richard* *Pratt* *Kurov*

Ernest Herbert Wilmet

Commissioner of Crown Lands.

I Percy Heckler the above named lessee, do hereby accept this lease of the above described lands to be held by me as tenant and subject to the conditions, restrictions, and covenants above set forth

Percy Heckler

Lessee.

Transfer No. 65056. Percy Heckler to -

William Robert Macaulay, Intervenor.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

163/129

Correct for the purposes of the Land Transfer Act.

136/52/1000 O.R. DATED 28th February 1911.

Mortgage No. 52713. William Robert Macaulay to Percy Heckler, produced 25/6/10 at 10/-.

His Majesty the King

TO

Expiry of term of Mortgage No. 52713 produced 3rd October 1923 at 12/5/-.

Macaulay, W.R.

Percy Heckler

Xp. 2557 Certificate by the Commissioner of Crown Lands authorizing him to issue a lease for a period of 15 years from 1st March 1912, deposited 16th March 1912 at 10/2d 00/-.

LEASE

Of Run No. 6 of 23

Land District of Otago

Under the Land Act, 1908.

Mortgage No. 52713. William Robert Macaulay to George Stephenson & Company Limited, produced 17th March 1912 at 10/-.

Expiry of term of Mortgage No. 52713 produced 3rd October 1923 at 12/5/-.

Twenty-one years from 1st March, 1911.

New Lease. Vol. 259, folio 151

Macaulay

Entered at 12 o'clock on the 30th day

A.L.R. of March, 1912.



L & D 107

PRODUCTION OF INSTRUMENTS

For office use only

Date

Number

46361

804181

RELEASSED UNDER THE OFFICIAL INFORMATION ACT

The District Land Registrar

Private Bag

Dunedin

Messrs Messrs Timpany Walton

Solicitors

(JMH)

PO box 240 Timaru

(Firm intending to register)

The following are produced
List of Instruments Produced by Number or C.T. Reference

Certificate of Title 386/87

To enable registration of:

1. A Renewal & from BW & CA Nowell to Land Corporation
2. A Variation Pastoral from Lease 205 to
3. A from to
4. A from to

After Registration Instruments Listed Above To Be Returned To:

Rural Bank

Private Bag

Dunedin

Received Above Instruments

For D.L.R. 28 4 92 D
/ /

This copy to be given to firm intending to register. Registration authorised
above will not be accepted without production of this notice

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, SUSAN JANE BUNTING of Dunedin, Property Officer

HEREBY CERTIFY -

1. THAT by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

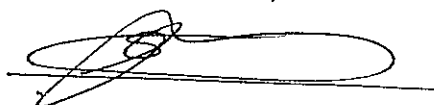
.AUCKLAND (North Auckland Registry) and there numbered B678573
BLenheim (Marlborough Registry) and there numbered 136439
CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2
DUNEDIN (Otago Registry) and there numbered 681189/1
GISBORNE (Poverty Bay Registry) and there numbered 167089.2
HAMILTON (South Auckland Registry) and there numbered H734777
HOKITIKA (Westland Registry) and there numbered 076748
INVERCARGILL (Southland Registry) and there numbered 141782
NAPIER (Hawkes Bay Registry) and there numbered 478751.2
NELSON (Nelson Registry) and there numbered 269962.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 341775
WELLINGTON (Wellington Registry) and there numbered 860782.2

LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

2. THAT at the date hereof I was Property Officer of the said Corporation.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Dunedin
this 29th day of March
1991

)
)
)



MEMORANDUM OF RENEWAL AND VARIATION **REGISTER**

OF PASTORAL LEASE

IN THE MATTER OF THE LAND ACT 1948

AND

IN THE MATTER OF PASTORAL LEASE NO P 205
REGISTERED AS REGISTER VOLUME
386 FOLIO 87 OTAGO DISTRICT
LAND REGISTRY FROM HER MAJESTY
THE QUEEN TO BRUCE WINSTON
NOWELL OF KUROW FARMER AND
CHRISTINE ANNE NOWELL OF KUROW
HIS WIFE

PURSUANT TO SECTION 170 OF THE LAND ACT 1948 THE TERM OF THE ABOVEMENTIONED LEASE REGISTERED IN VOLUME 386 FOLIO 87 OTAGO LAND REGISTRY IS RENEWED FOR A TERM OF 33 YEARS COMMENCING ON THE 1ST DAY OF JULY 1991. THE COVENANT TO PAY RENT AND THE RENTAL VALUE CONTAINED IN THE LEASE IS HEREBY VARIED BY DELETING THE SAID COVENANT AND SUBSTITUTING THE FOLLOWING:

YIELDING AND PAYING THEREFOR FOR THE FIRST 11 YEARS OF THE SAID TERM UNTO THE LAND CORPORATION LIMITED AT DUNEDIN THE ANNUAL RENT OF \$1,800.00 CALCULATED ON A RENTAL VALUE OF \$120,000.00 PAYABLE WITHOUT DEMAND BY EQUAL HALF YEARLY PAYMENTS IN ADVANCE ON THE FIRST DAY OF JANUARY AND THE FIRST DAY OF JULY IN EACH AND EVERY YEAR DURING THE SAID PERIOD OF 11 YEARS AND FOR THE NEXT TWO SUCCESSIVE PERIODS OF 11 YEARS OF THE SAID TERM A RENT DETERMINED IN RESPECT OF EACH OF THOSE PERIODS IN THE MANNER PROVIDED IN SECTION 132A OF THE LAND ACT 1948.

SAVE AS HEREBY EXPRESSLY VARIED ALL THE COVENANTS CONDITIONS AND RESTRICTIONS CONTAINED OR IMPLIED IN THE SAID MEMORANDUM OF LEASE SHALL REMAIN IN FULL FORCE.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SUBSCRIBED THEIR NAMES THIS
28th DAY OF March 1991

SIGNED FOR AND ON BEHALF OF HER MAJESTY
THE QUEEN PURSUANT TO A DEED LODGED WITH
THE DISTRICT LAND REGISTRAR AS NO 750040
BY LAND CORPORATION LIMITED BY ITS
ATTORNEY SUSAN JANE BUNTING
IN THE PRESENCE OF:

LAND CORPORATION LIMITED
BY ITS ATTORNEY
REGISTER

WITNESS: _____

OCCUPATION: Consultant, Landcorp

ADDRESS: Dunedin

SIGNED BY THE LESSEE
BRUCE WINSTON NOWELL
IN THE PRESENCE OF:

WITNESS: _____

OCCUPATION: Solicitor

ADDRESS: Tunaru

Nowell
LESSEE

SIGNED BY THE LESSEE
CHRISTINE ANNE NOWELL
IN THE PRESENCE OF:

WITNESS: _____

OCCUPATION: Solicitor

ADDRESS: Tunaru

CA Nowell
LESSEE

Strandon Properties Limited as Mortgagee by virtue of
Mortgage No. 618356/9 hereby consents to the within
Variation and Renewal of Pastoral Lease No. P205

Dated

The common seal of
STRANDON PROPERTIES LIMITED
was hereunto affixed in the presence
of:



M. M. Nowell
(Director)

are trustees
in the estate
of W. M. Nowell

S. Jane Chamberlain
Attorney

REGISTER

MEMORANDUM OF RENEWAL OF PASTORAL LEASE

PARTICULARS ENTERED IN THE
REGISTER AS SHOWN HEREIN ON
THE DATE AND AT THE TIME
STAMPED BELOW.

HER MAJESTY THE QUEEN

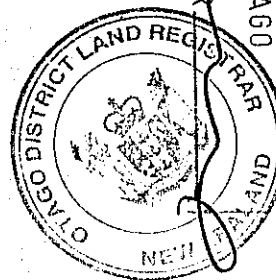
LESSOR

B W NOWELL
C A NOWELL

LESSEE

DISTRICT/ASSISTANT LAND
REGISTRAR OF OTAGO

LAND CORPORATION LIMITED
DUNEDIN



386/67
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR
9.31 04.MAY 92 804181 ✓



WAITAKI
CATCHMENT COMMISSION
AND REGIONAL WATER BOARD

627321

Wynyard St.

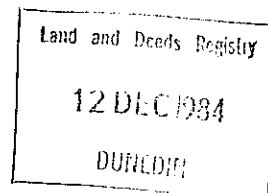
P.O. Box 110

KUROW

File: 2/2/1 5/6/3

11 December 1984

The District Land Registrar
Land Registry Office
Department of Justice
Private Bag
DUNEDIN



Dear Sir

RE: REGISTRATION LAND IMPROVEMENT AGREEMENT
BELLAMORE - BRUCE WINSTONE NOWELL AND CHRISTINE ANNE NOWELL

Please find enclosed for registration the above Land Improvement Agreement along with the L & D 78 form.

We have enclosed two copies so that one copy may be stamped and returned to us when registration is complete.

Thank you for your assistance.

Yours faithfully

P J Beban
ADMINISTRATION MANAGER

PJB:kgb

Encl

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

PROPERTY NAME:

"Bellamore"
P.1

IN THE MATTER OF:

The Soil Conservation
and Rivers Control Act
1941.

AND IN THE MATTER OF:

A Land Improvement Agreement

BETWEEN:

Bruce Winston Nowell
and
Christine Anne Nowell

AND:

The Waitaki Catchment
Commission

CAH
BWH
J 26
D

LAND IMPROVEMENT AGREEMENT

This AGREEMENT is made the 11th day of December 1984 between the WAITAKI CATCHMENT COMMISSION (hereinafter called "the Commission" being the catchment authority for the area duly constituted under the Soil Conservation and Rivers Control Act 1941 of the one part AND

and
BRUCE WINSTON NOWELL
CHRISTINE ANNE NOWELL

(hereinafter called "the Owner/Occupier" - delete whichever does not apply) of the other part.

WHEREAS the Owner/Occupier is registered as proprietor of the estate or interest described in the first schedule hereto (hereinafter called "the first schedule") subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or set out in the first schedule in the land described in the first schedule AND WHEREAS pursuant to sub sections (2A) and (3) of Section 30 of the Soil Conservation and Rivers Control Act 1941 the Commission is authorised to make payment as grantor to the owner or occupier for the purposes specified in this agreement.

NOW THIS AGREEMENT WITNESSETH that it is hereby agreed and declared by and between the parties hereto as follows:

1. IN consideration of the payment of a grant at the rates set out in the second schedule hereto paid or credited to him by the Commission the owner or occupier within or throughout (as the case may be) the periods specified in the second schedule hereto (hereinafter called "the second schedule") will carry out to the satisfaction of the Commission the works and requirements set out in the second schedule.

2. UPON completion of the said works or upon compliance with the said requirements to the satisfaction of the Commission within the period specified in Part I of the second schedule the Commission shall pay or credit to the owner/occupier a grant at the rates set forth in Part IV of the second schedule.

3. THE owner/occupier throughout the currency of this agreement shall permit the Commission by its officers, servants and agents at all reasonable times to enter upon the said land for the purpose of inspecting the same and to ascertain whether the owner or occupier has complied with his obligations hereunder.

4. IF the owner/occupier fails to carry out to the satisfaction of the Commission the works and requirements set out in the second schedule or shall otherwise default in complying with his obligations under this agreement the Commission by notice in writing delivered to or posted by registered post to the owner/occupier specifying the default may either at the sole option of the Commission require him to repay to the Commission all grants paid or credited to him hereunder, in accordance with the provisions set out in sub section (2A) and (3) of section 30 of the Soil Conservation and Rivers Control Act 1941 or within one calendar month after receipt of such notice to remedy such defaults in such manners as the Commission may herein require; and if following receipt of such notice the owner/occupier fails within one calendar month thereafter to comply with the requirements thereof it shall be lawful for the Commission by its servants, agents or contractors to enter upon the land and carry out all works necessary to secure compliance with the requirements of such notice and recover from the owner or occupier the cost of so doing by action at law or otherwise.

5. ALL the provisions of Section 30A of the Soil Conservation and Rivers

can
Buh.
JTB

3.
Control Act 1941 shall apply to this agreement and in particular the owner/occupier acknowledges that he is aware that the agreement shall run at law with the land against the title to which it is registered so as to confer and impose on present and future owners or occupiers of the said land an obligation to observe and perform the agreement during their occupancy of the said land.

6. THIS agreement shall enure for a period of thirty-three (33) years from the date of execution hereof or for such shorter period as may be hereinafter agreed between the parties.

.....

FIRST SCHEDULE

PROPERTY NAME

"Bellamore"

PROPERTY OWNER/S

Bruce Winston Nowell
and
Christine Anne Nowell

LEGAL DESCRIPTION

Section 1, Block VII Kurow S.D.
and Run 6 of 23, Kurow and Otamatakau
S. Districts.

Total Area: 2640.9582 ha

AN
wh
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P

SECOND SCHEDULE

PART I RATES OF GRANT

The works as set out in Part IV of this schedule and described on the plan attached will be carried through to completion over a period of

.....two..... (words)

2 (numerals)

years and the requirements under this agreement will be complied with, subject to such amendments as may be mutually agreed upon in writing by the owner or occupier and the catchment authority.

IAN
WR

JTB


PART II CONDITIONS

<u>WORKS AND REQUIREMENTS</u>	<u>PERIOD DURING WHICH WORKS AND REQUIREMENTS APPLY</u>	<u>CONDITIONS</u>
Stocking	For thirty-three years	No stock to be grazed in areas fenced out for conservation planting and/or retirement except for such emergency grazing as may be approved from time to time by the Department of Lands and Survey and the Waitaki Catchment Commission.
Fencing	For thirty-three years	To be maintained in stockproof condition.
Stability Tree Planting and Windbreaks	For thirty-three years	To apply such silvicultural practices as required by Part II (a) and to ensure that the trees are kept in good condition. Mature trees may be utilised with the approval of the Commission, but shall be replaced as required by the Commission with such costs to be a first charge against the revenue received by the owner from such sales of wood.
Crossings	For thirty-three years or until relocated with the consent of the Commission	To be maintained so as not to obstruct normal and flood flows or to allow stock access to areas retired from grazing. This agreement does not include bridges or bridge abutments which are at all times the responsibility of the owner.
Structures		To be maintained as deemed necessary by the Commission.
Firebreak		"
Access Tracks		"
Oversowing and Topdressing		"
Other		"

CAN
Bth

JTB.
D

PART II (a)

STABILITY TREE PLANTING AND WINDBREAK
STANDARD REQUIREMENTS

6.

- (i) provide for blanking during establishment.
- (ii) not "top" or allow to be "topped" any trees without the written consent of the Commission, however, lateral trimming of branches may be undertaken from time to time.
- (iii) not cut down, or allow to be cut down any trees forming part of these works without the prior consent of the Commission.
- (iv) maintain all fences of a windbreak to a standard that will ensure no stock enter the windbreak.
- (v) remain the owner of the trees as well as any benefits accruing from the replacement of trees.
- (vi) replace trees as required or on maturity.

PART III

MAINTENANCE

Maintenance is defined as the normal activities required to maintain works as set out in Part IV of this agreement.

The owner shall keep and maintain in good condition to the specification of the Waitaki Catchment Commission the works and areas affected by this agreement for the period of the agreement.

Should maintenance works attract grant rates then grant monies will be payable for maintenance works at rates which are applicable at the time of the works being carried out.

Where the agreement provides for retirement fencing by way of full grant for the cost of the fencing or where existing fencing is designated as retirement fencing in Part IV hereto then such fencing shall be eligible for subsidy for the normal maintenance requirements of such fencing and the Commission shall be responsible for the regular inspection of such retirement fencing and such inspections are to be carried out in the presence of the owner/owners and the Commission.

PAW
RHR
JJB
[Signature]

PART IV

SOIL AND WATER CONSERVATION PLAN NO 1

NAME: Mr B Nowell

ADDRESS: Bellamore
R D
KUROW

PROGRAMME REVIEW: August 1984

PREVIOUS REVIEW: October 1982

1. Works Completed

Year 9 of Third Programme of 4 years.

Year	Job No	Total Cost	Total Grant	Net Grant
1976/77	6, 13pt, 14, 15pt, 18pt, 19pt	11 741	8 254	6 136
1977/78	8, 13pt, 15pt, 18pt, 19pt, 24	15 614	12 057	9 239
1978/79	20pt	3 794	1 897	1 213
1979/80	5 pt, 21pt	1 100	565	366
1980/81	20pt	3 616	1 808	1 156
1982/83	7, 9pt	4 590	2 800	1 790
		41 460	27 381	19 900

Numbered Jobs previously completed in Second 5 year Programme of 1969-1974, 1, 2, 3, 4, 10, 11, 16, 17.

2. Evaluation of Programme

The programme of works was largely suspended during the negotiation for the sale of this property. However, the new owner, who assumed control in May 1984 is keen to reactivate the programme and is legally committed to the Scheme to the same extent as the previous owner. In order to allow the new owner time to familiarise himself with the property a full programme evaluation will be delayed. In the meantime there is no legal reason why previously approved works should not be proceeded with and the additional windbreak treeplanting scheme and necessary stream clearance in association with the proposed minor land use change.

3. Stock

Opening stock as at 30 June 1984

Total Sheep: 4040 including 1900 Halfbreed Merino Ewes, 470 Merino Ewes, 570 Wethers, 1000 Hoggets, 100 Rams/Others.

Total Cattle: 69 including 67 Hereford/Angus Cross Cows, 2 Shorthorn Bulls.

Total Deer (from August 15 1984): 85 including 55 MA Red Deer Hinds, 30 MA Red Deer Stags.

AN
JH

[Handwritten signature]

4. Additions to the Programme

Job 26 is 0.4km of Windbreak Treeplanting. It is orientated due north and will combat that component of the northwesterlies which sweeps up the Awahokomo River from the main valley. It will plug a large gap in earlier shelterbelt plantings and protects a large area of IVE8 land, parts of which could occasionally be cultivated, and otherwise is susceptible to wind erosion and drought.

Job 27 is 1.2km of windbreak treeplanting. It is generally orientated north west and with the general lack of shelter in this area will provide a very useful function in protecting a large area of Class IV and VI land in Little Awakino, and in the SE corner of the lower and most important area of Bellamore. The soils of these paddocks are also very susceptible to wind erosion and drought.

Job 28 involves approximately 7 hours of bulldozing works to clear trees which have blown across the Little Awakino Stream and could cause major problems in the event of a flash flood, a common occurrence in the area. This short, steep stream has the potential to quickly erode surrounding stable terraces if not contained to a well defined channel. (Other associated work will also be necessary downstream on two other properties).

5. Proposed Programme

Year	Job No.	Type	Location	Length/Area
1984/85	26	Windbreak Treeplanting	Deer Paddock	0.4km
	27	Windbreak Treeplanting	Deer Paddock	1.2km
	28	Stream Protection	Little Awakino	7 hours
1985/86	20pt	Oversowing/Topdressing	Front Wether Block	90ha
	21pt	Stability Planting	Awahokomo	0.25ha
	23	Conservation Fence	Ewe Block (1)	1.4km

6. Estimated Costs

(Jobs 20pt, 21pt, 23 - Total Cost and Total Grant include 22% Fees
Jobs 26, 27, 28 Total Cost and Total Grant include 25% Fees)

Job No	Type - Area	Length Cost	Unit Cost	Total	Rate Grant	Total
26	WT	0.4km	7 750	3 875	60%	2 325
27	WT	1.2km	7 750	11 625	60%	6 975
28	Stream Protection	7 hours	70	612	60%	368
Sub Totals				16 112		9 688
20pt	OSTD	90ha	162	17 780	50%	8 890
21pt	SP	0.25ha	2 440	744	50%	372
23	CF	1.4ha	3 700	6 320	50%	3 160
Sub Totals				24 844		12 422
Total of remainder of Programme with Additions				40 956		22 090

cm
Bek

J.F.K.

7. General Comments

Jobs 20pt, 21pt, and 23 are the only jobs from this Programme which are still thought to be relevant. The only Jobs which were initially approved but are not now being proceeded with are:-

Job 5pt	Cattle Proofing	Ewe Blocks/Elephant Hill/ Front Wether Blocks	1.4km
Job 6pt	Cattle Proofing	Duffys	0.4km
Job 9pt	Cattle Proofing	Sunny Peaks Boundary	1.5km
Job 12	Cattle Proofing	Wether Block	2.7km
Job 25	Contour Furrows	Below Duffys	5 ha
Job 22	Windbreak Treeplanting	Near Homestead	0.15km

(Job 22 was completed at the Owner's expense).

Summary of the Overall Costs is as follows:-

	Total Cost (When approved)	Total Cost (Present Value)	Total Cost	Total Grant
Programme Approved 1977	49 610			30 600
Jobs not proceeded with	3 200	14 700		
Programmed Jobs still included	9 600	45 600		
Additional Jobs to be approved			16 112	9 668
Present Programme completed to date			41 460	27 380

Delays for various reasons in completing the Programme and the effects of inflation have caused large cost overruns on the more recently completed Jobs.

The present Programme readjustments mean
that the new Total Cost will be \$82 416
and the new Total Grant will be \$49 470

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gfb
[Signature]

APPENDIX

Bellamore

CATTLEPROOFING

Materials	(1 post, 3 waratahs, 1 barb)	\$20.50/20m
Freight		\$ 2.00/20m
Labour	(\$42.50/20m or \$2125/km)	\$20.00/20m

OVERSOWING

Seed	2kg Cocksfoot 85/85 - 4 kg Coated at 2.20/kg	\$ 8.80/ha
	1.5kg white clover 90/10/90 3 kg Coated at 2.50/kg	\$ 7.50/ha
	2kg Alsike (Ordinary not Tetra) 4kg Coated at 2.10/kg	\$ 8.40/ha

Application	Seed only	Approximately	\$24.70/ha
			\$ 5.00/ha

\$29.70/ha

TOPDRESSING

For example 100ha, 150km from Fertiliser Works and two applications of 250kg/ha, and using Molybdate Sulphur Super Extra

50 tonne super (Bulk - no discount under 60 tonne)	\$7 500	7 500
--	---------	-------

Bounty for aerial sowing at \$2/tonne	100
---------------------------------------	-----

7 400 7 400

Transport 150km, 50 tonnes, \$25/tonne	1 250	8 650
--	-------	-------

Freight Rebate first 65km at 0.08/tonne/km	260
next 85km at 0.05/tonne/km	210

470 8 180

(Total Cost \$8180 or \$164/tonne delivered)
(or \$82/ha)

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Rd.

J J K

APPLICATION - Super only

Approximately \$40/ha at 250kg/ha
Two applications \$80/ha

Total unit cost Super and application \$162/ha

STABILITY PLANTING

Pine planting at 1100 stems/ha = 275 stems @ 31.00 \$85
Fence three sides 150m @ \$3.50/m \$525

Total \$610

CONSERVATION FENCING 8 wire, 2.5mmHT, Steel Waratahs, Wood Strainer Droppers

Materials

1 post per 20m (Standard 15cm pointed)	47	@ \$5.35	\$ 251.00
4 Waratahs per 20m (1.65cm)	200	@ \$3.80	760.00
8 wires (2.5mm HT)	8	@ \$54.51	436.00
1 Coil Wire (4mm No. 8)	1	@ \$31.15	31.00
Staples (40mm x 4mm)	4.5kg	@ \$1.78	8.00
3 Strainer posts per km (200mm pine)	3	@ \$25.00	75.00
5 Droppers (lightening) per 20m	250	@ \$70/100	175.00
8 Permanent strainers (Triplex)	8	@ \$1.77	14.00
0.5 Gate/km	0.5	@ \$100	50.00

\$1 800.00

Freight

50.00

Labour including laying line \$22/20m

1 100.00

(NB Straight, Flat, Handy location)

\$2 950.00

ROUGH HILL COUNTRY

Materials

Laying line

1 800

Freight

500

Labour

50

Blasting (Maybe)

1 250

100

\$3 700/km

WINDBREAK TREEPLANTING

1000m² preplant spray (Permazol) @ \$30

30

330 Eucalyptus gunnii @ \$74

244

330 Cortaderia richardii (11 clumps) @ \$20

220

Spray application cost (1 hour) @ \$10

10

Transport trees 15 boxes @ \$ 2

30

1000m Ripping @ \$73

73

660 Planting cost (330 at \$40 330 at \$53)

93

\$700

Cost of planting trees and preparation \$700/km or 70c/metre

DEER FENCING

Materials	@ \$232	\$2 320
10 Rolls Deer Netting (x 100)	@ 9.70	1 513
156 Posts (2.7m)	@ \$25	350
14 Strainer Posts (3m)	@ \$130	195
1.5 Gates (4m)	@ \$32	115
3.6 coils wire (4mm)	@ \$12	18
1.5 sets hinges and latches	@ \$60	120
2 Boxes staples	@ \$54	54
1 Electric Hot Wire	@ \$0.50	85
170 Outriggers	@ \$0.30	51
170 Insulators		<hr/> 4 821
Freight	@ \$0.81	139
170 Posts	@ \$20	20
Other Materials		<hr/> 4 980
Labour and laying out line	@ \$2	2 000
1000		<hr/> 6 980
Bulldozing	@ \$70	70
1 hour		<hr/> 7 050

TOTAL COST therefore \$7.05/metre or \$7 050/km

Cost new Deer Fence and Treeplanting at \$7.05 + \$0.70 = \$7.75/m or \$7 750/km

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JTB

IN WITNESS WHEREOF these presents have been executed on the day and year first hereinbefore written

I, Bruce Winston Nowell & Christine Anne Nowell. of
(Owner/Occupier (delete non-applicable))

..... Bellamore, R D, KUROW
(Address)

herein do hereby bind myself and my successors in title to perform and observe the terms and conditions of this agreement.

SIGNED by the said)

Bruce Winston Nowell)

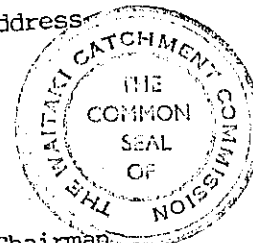
Christine Anne Nowell)

as the Owner/Occupier
in the presence of:

..... B. S. Sealands Witness
Clayton St. Address
New Plymouth

THE COMMON SEAL of the)
WAITAKI CATCHMENT COMMISSION)
was hereunto affixed in)
pursuance of a resolution)
of the Commission in the)
presence of:)

J. J. Cameron Chairman
..... Secretary



I, Leslie Alexander Pullar of Kurow, Secretary to the Waitaki Catchment Commission DO HEREBY CERTIFY that the within written Agreement is one that is capable of registration and I do hereby apply for the registration of the said Agreement against the land above described in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

Date: 11 December 1984 Signature: [Signature]

9716



11.39 12 DEC 84 627321
256/28
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR

Our reference: 5200-D14-B11

COPY
Mr and Mrs B Nowell
Bellamore
Awahomoko Road
KURUW

Dear Mr and Mrs Nowell

SURRENDER OF 825 HECTARES - BELLAMORE

My agents, Knight Frank (NZ) Ltd have been corresponding with you over several years, on the partial surrender of land from the Bellamore pastoral lease under a Soil Conservation Run Plan agreement.

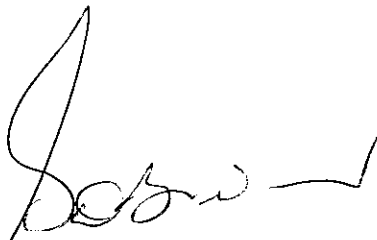
I requested my agents to pursue completion of existing contracts to surrender land unsuited to grazing. They advise me that they forwarded to you the necessary documentation to complete this action in 1990 with periodic reminders since including one in July this year. As they have had no response from you the matter has been reported back to me.

I am concerned that you appear to have ignored your obligation to surrender the land as agreed.

As a courtesy to you prior to me taking legal action, I now invite you to sign the attached documents and return these to me.

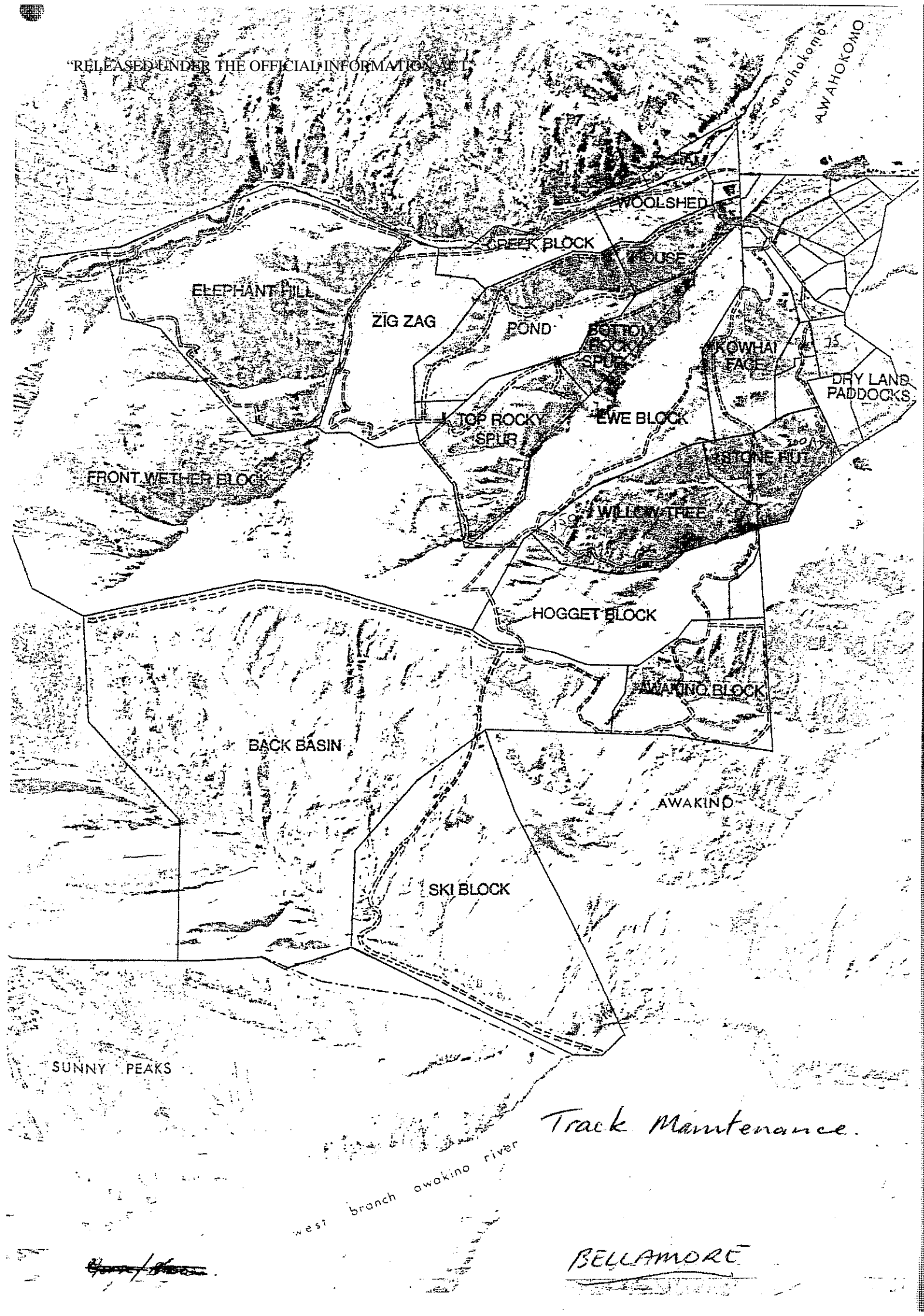
If I do not receive these documents or an explanation as to why you consider you should not sign, by 31 January 1997, I will have no alternative but to ask the Crown Law Office to commence enforcement proceedings against you.

Yours faithfully



S D Brown
Chief Crown Property Officer &
Commissioner of Crown Lands

National Office
Charles Fergusson Building
Bowen St
Private Bag 170
Wellington
New Zealand
Tel 64-4-460 0110
Fax 64-4-476 0111





SUBMISSION TO
COMMISSIONER OF CROWN LANDS

LAND RESOURCES DIVISION

Application for
Under Section 108, Land Act 1948

Knight Frank House
41-43 Tarbert Street, Alexandra
Telephone: (03) 448 6935
Facsimile: (03) 448 9099

KF REF: Po205

OCL REF:

CASE NO:

Lease Name: Bellamore

Lessee: Bruce Winston Nowell and Christine Anne Nowell

Application: To surrender 825 hectares in accordance with provisions of a Run Plan.

Date of Application: 16 October 1996

Lease Detail: *Description:* Sections 1 and 2 SO 23803, 2296.58 ha
Term: 33 years from 1 July 1991
Rental Value: \$120,000
Annual Rent: \$1,800
Review Date: 1 July 2002

Base Stock Limitation: 1375 Sheep including not more than 275 breeding ewes.

Personal Limitation: March 1986
Pastoral Lease:
2600 Sheep including not more than 1300 breeding ewes
140 Cattle including not more than 100 breeding cows
Overall:
4050 Sheep including not more than 2400 breeding ewes
140 Cattle including not more than 100 breeding cows
180 Deer

Location: On the eastern flank of the St Mary's range off the Kurow-Oamarama Road at Lake Waitaki.

Background: In 1976 the previous lessee, Mr Croft entered into a Stage III Soil Conservation Run Plan with the Waitaki Catchment Commission. He also signed a Land Improvement Agreement, (copy attached). Clause 10 of the agreement requires surrender of the land behind the retirement fence.

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United Kingdom
United States
of America
Zimbabwe

Postal Address:

P O Box 27, ALEXANDRA

Knight Frank (NZ) Limited
(An LPL Group Company)

INTERNATIONAL PROPERTY CONSULTANTS

- In 1984 the property was transferred to Mr and Mrs Nowell who signed an undertaking to sign the surrender on completion of survey.
- 1988 Survey completed, and Regional Conservator, DOC asked to complete surrender action.
- 1990 Actions referred back to Landcorp. Memorandum of partial surrender prepared and forwarded to the lessees solicitors for completion and registration.
- 1992 At the lessees verbal request the rating authorities were advised that the land had been surrendered.
- 1993 a status check alerted DOSLI that the surrender had not been completed.
- 1994 Lessees solicitors reminded of uncompleted action. Response saying lessee did not want to proceed. Freeholding balance lease proposed. Landcorp confirmed with its legal advisor that surrender was enforceable.
- 1996 Action to complete the surrender recommenced. Letter sent to lessees and their solicitor 17 July with no response to date.

A copy of all relevant folios from the file is attached for your information.

Current Situation:

The lessees advised me during my visit in July that they ignored correspondence on this topic. The surrender is enforceable and should be pursued. DOC are expecting this land to transfer to them as they paid for the survey in 1987/88.

We therefore consider it important that you initiate action with the Crown Law Office to have the commitment completed. We attach a draft letter for you to send to the lessee (registered post) advising them that you are pursuing this course.

Recommendations:

1. That you refer this case to the Crown Law Office to seek completion of the agreed surrender.
2. That you advise the lessees that you are pursuing this action.

Signed for Knight Frank (NZ) Limited:

Consultant / /

Manager *Harrold R. Taylor*
 15/ 11/ 96.

Approved/Declined

Commissioner of Crown Lands / /