

Crown Pastoral Land Tenure Review

Lease name : BLACK FOREST

Lease number : PT 118

Due Diligence Report (including Status Report)

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.

August

06

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

BLACK FOREST

File Ref: CON/50213/09/12725/A Report No: CH0145 Report Date: 17/6/2002

Office of Agent: Christchurch LINZ Case No: Date sent to LINZ: 17/6/2002

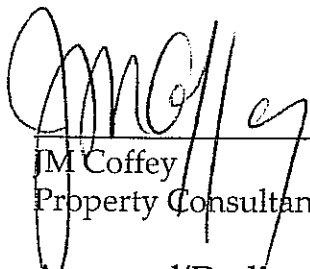
TR 02/628

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 that have been identified which require action by the Manager Crown Property Contracts [*or other party*];
 - Clarification of the requirement to surrender 486 hectares of land from the lease in accordance with the provisions of Land Improvement Agreement 640019.1.

Signed by Opus:

Peer Reviewed

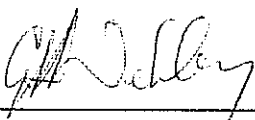


JM Coffey
Property Consultant



Mike Todd
Property Consultant

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



Name: GRANT KASPER WEBLEY
Date of decision: 19 / 6 / 02

1. Details of lease:

Lease Name: Black Forest
Location: Lake Benmore.
Lessee: Black Forest Station Ltd .
Tenure: Pastoral Lease
Term: 33 years from 1 July 1998
Annual Rent: \$1,830.00
Rental Value: \$122,000.00
Date of Next Review: 1 July 2009
Land Registry Folio Ref: CB5D/1352
Legal Description: Run 328, Blocks I, II, III, IV, V, VI, VII, VIII, XI, and XII, Hewlings Survey District
Area: 7942.0000 hectares

2. File Search

Files held by Agent on behalf of LINZ:

File Reference	Volume	Date	Last Folio Number	Date
CON/50269/09/12725/A-ZNO	1			

Other relevant files held by LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
Pt/118-SCH-01	1	163	16/9/1965	289	29/10/1984
Pt/118-SCH-02	2	290	16/11/1984	-	28/9/1999
Pt/118-SCH-03	3	-	19/8/1959	-	5/9/1989
Pt/118/A	1	Contains plans only			
CON/50213/09/12725/A-ZNO	-		2/8/2000	-	1/1/2002

3. Summary of lease document:

Terms of lease

Pastoral lease under the Land Act 1948 issued for 33 years from 1 July 1965 and renewed for a further term of 33 years in 1998 (by variation and renewal registered A415865.1). The lease has a base stock limit of 4,000 sheep (1,400 breeding ewes) and 60 cattle (50 breeding cows). The current personal exemption to this limit is 10,000 sheep (5,100 breeding ewes), 230 cattle (100 breeding cows) and 250 goats.

The lease was altered in 1977 by increasing the area to 7942 hectares by certificate of alteration 158499/1 registered 5 December 1977.

Area adjustments

There have been some transactions affecting the area of the lease. However the current computer interest register correctly records the area of the lease.

Registered interests

- A973.1 Land Improvement Agreement dated 23 June 1992
Recording the terms and conditions of an agreement entered into between the lessee and the Canterbury Regional Council for the development of parts of the lease.
- 4841.1 Statutory Land Charge registered 14 August 1974.
A charge pursuant to the Rural Housing Act 1939.
- 158500/1 Certificate of alteration registered 5 December 1977.
279.67 hectares incorporated into the lease.
- 640019.1 Land Improvement Agreement registered 12 September 1986.
Recording the terms and conditions of an agreement entered into by the lessee and the Waitaki Catchment Commission for the development of parts of the lease.
- 947892.8 Mortgage registered 2 August 1991.
First mortgage to the Bank of New Zealand
- 834049.1 Variation of Lease registered 16 July 1999.
Renewing the lease for a further term of 33 years and varying it by replacing the covenant to pay rent.

Unregistered interests

There are no unregistered interests recorded on the file.

4. Summarise any Government programmes approved for the lease:

Two land improvement agreements are registered against the lease. Both of these agreements are still current and impose and future obligations on the landowner in respect to maintenance of works.

It is noted that there is correspondence on file relating to surrender of an area of 486 hectares of land from the lease in accordance with the provisions of LIA 640019.1. I have reviewed this agreement and note that there is no provision for the surrender of any land from the lease. The only requirement is the retirement from grazing of this area.

5. Summary of Land Status Report:

The status check noted the following points:

- A field inspection may be required to ascertain if streams within this pastoral lease could be subject to section 24 of the Conservation Act 1987. No evidence has been found that this aspect was considered or recorded on a plan held in the Chief Surveyors Office on renewal of this lease on 1 July 1998.

This refers to advice given by the chief surveyor at the time that a field inspection of the lease land would be required to determine which if any stream marginal strips would apply to. It is not considered relevant in the context of tenure review. It is noted however that there is no evidence on file that Section 24(2A) of the Conservation Act 1987 was complied with at the time of renewal of the lease.

- Pastoral Occupation Licence [CB5D/1353] being Run 328A situated in Hewlings Survey District expired in 1986. The lease document does not record a renewal of this licence. The Department of Conservation has stated that this land is under investigation for addition to the conservation estate, but no formal notification has occurred.

As this land is not in the pastoral lease this matter is not considered to be relevant to a tenure review of the lease.

6. Review of topographical and cadastral data:

There appears to be discrepancies between the fenced and legal boundaries of the lease on both the Northern and Southern boundaries.

There are two high voltage electricity lines and associated pylons running through the property from North to South.

7. Details of any neighbouring Crown or conservation land

The lease adjoins Lake Benmore to the West, which is non-core ECNZ land administered by LINZ.

To the east is an area of DoC stewardship land, which is ex Black Forest POL.

8. Summarise any uncompleted actions or potential liabilities:

Clarification of the requirement to surrender 486 hectares of land from the lease in accordance with the provisions of Land Improvement Agreement 640019.1.

Appendices

Appendix 1 – Land Improvement Agreement and correspondence associated with the surrender 486 ha of land from the lease.

Appendix 2 – Land Status Check and Plan.

LAND IMPROVEMENT AGREEMENT
APPLICATION FOR REGISTRATION

TO: The District Land Registrar
CANTERBURY REGISTRY

I, GEOFFREY THOMAS RIDLEY, Manager Finance and Corporate Services of The Canterbury Regional Council, HEREBY CERTIFY that the within is a true duplicate of a Land Improvement Agreement affecting an estate of leasehold / as licensee in the land described in the Schedule below SUBJECT to the encumbrances therein set out

SCHEDULE

AREA (ha)	LOT AND DEPOSITED PLAN (or other sufficient description where land not described in terms of complete lots on a deposited plan).	ENCUMBRANCES	TITLE REFERENCE (and lease or licence number where applicable)	
			REGISTER	FOLIO
7942.0000	Run 328 "Black Forest", Hewlings Survey District	Statutory Land Charge 4841/1, Land Improve- ment Agreement 640019/1, Mortgage 947892/8	5D	1352 Lease P.118
374.0000	Run 328A, Hewlings Survey District	Land Improvement Agreement 640019/1	5D	1353 Licence 0.30
7640.0000	Run 317 "Stony Creeek", Blocks XV and XVI Gladstone Survey District, Blocks XIII and XIV Mackenzie Survey District, Blocks III, IV and VIII Hewlings Survey District and Blocks I and II Dalzell Survey District	Electricity Agreement 914141, Land Improve- ment Agreement 640019/1, Mortgage 947892/8	6B	334 Lease P.117

of which BLACK FOREST LIMITED, a duly incorporated company having its registered office at Timaru and ALLAN ARTHUR INNES and PETER ALLAN INNES, both Farmers, and JANET MARY INNES, Married Woman, all of Fairlie are registered as proprietors AND I HEREBY APPLY to have the said Agreement registered against the said land pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941. I FURTHER CERTIFY that the Agreement is one that may be registered against the land under Section 30A of the Soil Conservation and Rivers Control Act 1941.

DATED at Christchurch this 23rd day of June 1992



Manager Finance and Corporate Services of
The Canterbury Regional Council

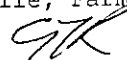
CANTERBURY REGIONAL COUNCIL

LAND IMPROVEMENT AGREEMENT

(under Sections 30(3) and 30A of the Soil Conservation and Rivers Control Act 1941)

AGREEMENT made the 23rd day of June 1992, BETWEEN THE CANTERBURY REGIONAL COUNCIL, duly constituted under the Local Government Act 1974 (hereinafter called "the Council") of the one part AND BLACK FOREST LTD a registered company having its offices in Timaru, PETER ALLAN INNES of Fairlie, Farmer and JANET MARY INNES of Fairlie, Married Woman (hereinafter called "the Landholder") of the other part

and ALLAN ARTHUR INNES
of Fairlie, Farmer



WHEREAS

1. THE Landholder is the owner/lessee of the land described in paragraph 4 of the Rabbit and Land Management Property Plan attached hereto (hereinafter called "the land" and "the Plan" respectively).
2. THE Landholder and the Council have agreed that certain works and land management practices should be carried out on the land for the purpose of eradicating or controlling rabbits and for the conservation and protection of the soil on the land.
3. THE Council has agreed to make certain grants to the Landholder in respect of such works and land management practices.

NOW THEREFORE in consideration of the premises the parties hereto **HEREBY AGREE AND DECLARE** as follows:

1. THE term of this agreement shall be twenty (20) years commencing on the 1st day of April 1990.
2. THIS agreement shall be read with and shall incorporate the Plan and all works terms and conditions referred to in this agreement shall be those described in the Plan.
3. THE parties hereto will during the period from the 1st day of April 1990 until the 30th day of June 1995 carry out the works terms and conditions of the Plan in accordance with the Plan and the programme therein set forth and the Landholder will so manage



the land as to enable such works terms and conditions to be carried out during such period.

4. SHOULD any of the works described in the plan and intended to attract a grant not be completed by the 30th day of June 1995 then in the absence of express written agreement of the parties to the contrary the respective obligations of the parties to carry out such work and to pay a grant in respect of such work shall cease at that date.

5. THE Council shall set up and operate and control an internal ledger account within the administration and accounting operations of the Council (hereinafter called "the property account") in which all payments between the parties in respect of the works referred to in paragraph (a) of Clause 6 hereof shall be recorded.

6. THE responsibilities of the parties to carry out the works referred to in Clause 3 hereof and terms and conditions relating to the respective works shall be as follows:

(a) Primary Poisoning Operation (including Followup):

Where any such work comprises a primary poisoning operation (including followup):

(i) Prior to carrying out the work the Council shall supply to the Landholder a detailed written estimate of the cost of the work and the Council shall also supply to the Landholder such other information as the Council shall deem appropriate to demonstrate to the Landholder that such estimate is reasonable.

(ii) Unless there shall then exist in the property account a credit balance of an amount at least equal to one half of the Landholder's share of the estimated cost of the work the Council may by written notice given to the Landholder immediately prior to the carrying out of the work require that the Landholder pay to the Council as a contribution to the cost of the work one half of the Landholder's share of the estimated cost of the work the amount of such contribution to be reduced by the amount of any credit balance then existing in the property account. The Landholder shall forthwith pay to the Council the amount so required by the Council and the Council shall credit to the property account the amount so paid by the Landholder.

P. Paul J. M.

A. H. J.

GIR

(iii) The Council shall cause the work to be carried out at its own cost and expense and upon the due completion thereof the Council shall debit to the property account the Landholder's share of the cost of the work.

(iv) Upon the due completion of the work in accordance with the Plan the Council shall supply to the Landholder a statement of the transactions in the property account and the balance of the property account shall be dealt with in the following manner:

(1) if it is a debit balance

such balance shall be payable by the Landholder to the Council not later than the 20th day of the month following the date of the statement of transactions and upon such payment being made to it the Council shall credit such payment to the property account.

(2) if it is a credit balance and to the extent that it shall be attributable to a payment by the Landholder of a contribution pursuant to paragraph (a)(ii) of this Clause 6 and result from an over-estimation by the Council of the cost of the work

such balance shall be payable forthwith by the Council to the Landholder and upon such payment being made to the Landholder the Council shall debit such payment to the property account.

(3) if it is a credit balance but not subject to paragraph (a)(iv)(2) of this Clause 6

such balance shall be retained in the property account and shall be applied in reducing the amount of any future contribution to be made by the Landholder pursuant to paragraph (a)(ii) of this Clause 6 or in accordance with any agreement made between the Council and the Landholder in respect of any of the works referred to in paragraph (b) of this Clause 6 (and to the extent that the Landholder's share of the cost of such work does not exceed such credit balance) by the Council reimbursing the Landholder in full for the cost of carrying out such work and by debiting to the property account the Landholder's share of the

Handwritten signature

Handwritten signature

Handwritten initials

cost of such work. Any difference between the cost of such work and the reimbursement therefor shall be subject to the provisions of paragraph (b) of this Clause 6.

(b) Secondary Pest Control or Land Management Works:

Where any such work comprises secondary pest control or land management works:

- (i) The Landholder shall carry out the work at the cost and expense of the Landholder and when the work qualifying for a grant is completed the Landholder shall notify the Council in writing accordingly.
- (ii) The Landholder shall supply to the Council such vouchers and other information relating to the completed work as the Council may require.
- (iii) Within a period of ten (10) working days following the receipt by the Council of notice of completion of the work the Council shall inspect the work to satisfy itself that the same has been completed in accordance with the Plan and within a period of ten (10) working days thereafter and subject to the Council being satisfied that the costs thereof have been incurred by the Landholder and that such are costs properly incurred in respect of the completed work the Council shall pay to the Landholder the grant in respect of the completed work.
- (iv) Should the Council not be satisfied as to some aspect of the work or the costs thereof the Council shall forthwith notify the Landholder of the further action required of the Landholder in order to satisfy the Council and upon such action being taken by the Landholder and the Landholder having notified the Council thereof the Council shall within a period of ten (10) working days thereafter pay to the Landholder the grant in respect of the completed work subject to the Council having confirmed for itself that the grant for the completed work may properly be paid.

7. NOTHING shall be chargeable to the property account other than as expressly provided for in this agreement.

8. THE Landholder acknowledges that the balance of the property account as at the 30th day of June 1991 and the Landholder confirms such balance as true and correct.

9. NOTWITHSTANDING the provisions of paragraph (a) of Clause 6 hereof any debit balance which may exist in the property account as at the 30th day of June 1991 shall be payable by the Landholder to the Council in two equal instalments on the 30th day of June 1992 and the 30th day of June 1993 and the payments thereof by the Landholder shall be credited to the property account.

10. NOTWITHSTANDING the provisions of paragraph (a) of Clause 6 hereof the Council may upon application made by the Landholder agree to defer payment by the Landholder in respect of any debit balance existing in the property account on the grounds that the making of any such payment would cause undue hardship to the Landholder and any such agreement by the Council may be given on such conditions as to alternative payment terms and other matters as the Council may deem appropriate.

11. DURING the term of this agreement the Landholder shall not without the prior written consent of the Council cut down remove mutilate damage or destroy any trees planted as part of the works referred to in the Plan and the Landholder shall use all reasonable means to preserve and protect such trees so planted **PROVIDED THAT** the trimming of lateral branches may be carried out without consent.

12. THE Landholder shall at all times during the term hereof keep and maintain the works referred to in the Plan at the Landholder's own cost and expense unless the Council and the Landholder agree in writing that it is unreasonable to do so.

13. THE Council by its members employees agents servants and contractors and their respective assistants may with the prior permission of the Landholder (such permission not to be unreasonably withheld) enter onto the land for the purpose of inspecting the land or any of the works or measures referred to in the Plan or to monitor pest populations or the condition of the land and in connection with such monitoring to take all samples of the soil and vegetation and pests that the Council may require and such persons may bring with them onto the land all vehicles machinery implements and things as the Council may deem necessary for such purposes **AND IT IS HEREBY FURTHER AGREED THAT** the foregoing provisions shall also apply to officers of the Ministry of Agriculture and Fisheries on official duties for the purposes of inspection and monitoring as aforesaid. For the purpose of facilitating if necessary the power of entry given to officers of the Ministry of Agriculture and Fisheries those officers shall be deemed to be agents of the Council.

14. THE Landholder shall when required by the Council supply to the Council all information and data necessary to assist the Council in its monitoring of pest

Plat. Jan.
A.S.

CML

populations and the condition of the land to enable the Council to evaluate the effectiveness of the Plan.

15. IF at any time during the term hereof the Landholder shall fail to carry out faithfully the provisions of the Plan or to observe perform and fulfil the provisions of this agreement and such failure shall continue for a period of fourteen (14) days after written notice has been posted by the Council to the Landholder requiring the Landholder to remedy any such failure then the Landholder shall upon demand made by the Council pay to the Council in full all grants provided by the Council in respect of the works carried out under this agreement or such lesser amount as the Council may determine having regard to the nature and effect of the breach together with any amount debited to the property account and which at the time of such demand has not have been paid by the Landholder to the Council. Should the Landholder be dissatisfied with either the Council's determination that there has been a breach of this agreement by the Landholder or the amount demanded by the Council then the Landholder may within fourteen (14) days of receiving from the Council notice of the breach or demand for payment by written notice to the Council refer the matter for determination by arbitration. Should the Landholder fail to make such payment the Council may take such action to recover any grants made as it shall consider necessary.

16. THE Plan and this agreement may be modified only by agreement in writing between the parties.

17. THE Landholder acknowledges that the grants provided for in the Plan in each year during the period referred to in Clause 3 hereof are to be funded in part by general rates to be levied by the Council on all rateable property in the Canterbury Region and as to the remainder by contributions to be paid to the Council by the Crown pursuant to an agreement dated the 12th day of June 1991 out of moneys appropriated by Parliament for the purpose and **IT IS HEREBY AGREED AND DECLARED** that if in any year during the period referred to in Clause 3 hereof the Crown should fail to make to the Council full payment of the contribution by the Crown in respect of such grants and should the Council not be willing to make up the deficiency in the contribution of the Crown then the Council shall forthwith give to the Landholder notice thereof in writing and as soon as practicable thereafter the Council and the Landholder shall review the Plan and the funding of the works and measures therein contained. In the absence of agreement between the Council and the Landholder as to any modification of the Plan and the funding of the uncompleted works and measures the respective obligations of the parties hereunder to carry out the uncompleted works and measures described in the Plan and to provide grants in respect of such works and measures shall cease. Any

Handwritten notes:
1
1991
A.A.

Handwritten initials: OK

such cessation shall not be construed as modifying any other provision of this agreement.

18. ALL disputes and differences between the parties shall be submitted to the arbitration of a single arbitrator if one can be agreed upon or to two arbitrators (one appointed by each party) and their umpire (appointed by the arbitrators prior to their arbitration) such arbitration to be carried out in accordance with the provisions of the Arbitration Act 1908 or any then statutory provisions relating to arbitration. This clause shall not relate to the funding of the works or funding of the measures provided for in the Plan.

19. THE Landholder covenants with the Council that this agreement binds the Landholder and successors in title to the land. The Landholder covenants with the Council to perform and observe the terms and conditions upon which the Council makes grants in terms of this agreement and agrees that the Council may present this agreement for registration against the relevant land transfer documents relating to the land in the Land Registry to which the documents relate.

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

THE COMMON SEAL of THE
CANTERBURY REGIONAL COUNCIL
was hereto affixed in the presence of:



[Handwritten signature]

Paul J. [unclear]

THE COMMON SEAL of BLACK FOREST
LTD was hereto affixed in the presence of:



[Handwritten signature]
Accountant

18 Poplar St
Timaru

[Handwritten signature]

SIGNED by the said PETER ALLAN INNES in the presence of:

P. Innes

P. Innes

Land Management Officer

Kaipoi RD 1

Witness

SIGNED by the said JANET MARY INNES in the presence of:

J. Innes

P. Innes

Land Management Officer

Kaipoi RD 1

Witness

SIGNED by the said ALLAN ARTHUR INNES in the presence of:

A. A. Innes

P. Innes

Land Management Officer

Kaipoi RD 1

Witness

J. A. Innes



File Ref: 030

9 March 1993

Mr P Innes
Black Forest Station
Private Bag
FAIRLIE

Dear Mr Innes

SOIL AND WATER CONSERVATION PLAN: BLACK FOREST

The Soil and Water Conservation Plan over Black Forest proposed that an area of some 860ha, including the Pastoral Occupation Licence of 374ha, be fenced off and surrendered from the lease. In 1985 documents were prepared for the intended surrender, however at that time you advised that the boundary fence had not been erected. I would be grateful if you could please advise if the boundary fence has now been erected in terms of the Run Plan.

Yours faithfully

R A Ward-Smith
Manager
LANDCORP PROPERTY LIMITED

R1484

DEPARTMENT
OF
LANDS AND SURVEY

PLEASE ADDRESS ALL
REPLIES TO

Crichtchurch OFFICE

LANDS & SURVEY
TIMARU

OUR REF: P118

17 JUN 1986

YOUR REF: P118, P119, P75

RECEIVED

16 June 19 86

SFO
Timaru

Retirement areas, Mack Forest, Waitangi & Kirkleston

I refer to my memo of 17 July 1985 enclosing interim surrender agreements for the surrender of 850 ha of land from Mack Forest. Please have these documents executed as soon as possible and returned to me for registration against the lease. At the same time please confirm that fencing has been completed to enable survey to commence. Would you also confirm that fencing the retirement boundary on Kirkleston & Waitangi is completed as I would like C.S. to complete the survey of all three boundaries at the same time.

The District Office is currently preparing the interim surrender agreements for Waitangi and I will forward these for execution as soon as I can.

(W. Broadly)
for CC

1/0 W-3

RELEASED UNDER THE OFFICIAL INFORMATION ACT

L. & S.—F. 14A

DEPARTMENT OF LANDS AND SURVEY

OUR FILE: P 118

YOUR FILE:

From CHRISTCHURCH

Date: 17 July 1985

To Senior Field Officer, TIMARU

Ref.: Ours/Yours of

Person to consult:

LANDS & SURVEY
TIMARU

25 JUL 1985

RECEIVED

SUBJECT: RETIREMENT AREAS : KIRKLISTON, WAITANGI, BLACK FOREST

I have now had prepared an interim surrender agreement in the form of a Memorandum of Variation in respect of the land retired from Black Forest. The area to be surrendered following the completion of survey comprises approximately 860 hectares and takes in part of a pastoral occupation licence to the company as well as part of their pastoral lease. The Variation is attached together with a plan that forms part of the document and I would ask that as soon as convenient you arrange for both copies of the document to be signed by the lessee.

F/O Wood S.H.

L.A. Burn
for Commissioner of Crown Lands

enc

This is now superseded by events concerning policy on POK'S

amend also Ok comply with Landcorp's requirements

MEMORANDUM OF VARIATION OF LEASE/LICENCE

IN THE MATTER of the Land Act 1948

AND

IN THE MATTER of Lease No. P 118 registered in Volume 5D folio 1352 and Licence No. O 30 registered in Volume 5D folio 1353 from HER MAJESTY THE QUEEN to BLACK FOREST LIMITED having its registered office at Timaru

The covenants conditions and restrictions contained or implied in the above-mentioned lease and licence registered in Volume 5D folio 1352 and Volume 5D folio 1353 Canterbury Land Registry are hereby varied as follows:

1. THAT the Lessee/Licensee shall not graze stock on that part of the said land containing approximately 860 hectares (hereinafter referred to as "the retired area") being that part of the said land outlined red on the diagram attached hereto.
2. THAT the Lessor/Licensor shall survey the retired area and as soon as the plan of survey has been approved shall deliver to the Lessee/Licensee for execution by him a Memoranda of Partial Surrender surrendering the retired area from the lease and licence. The said Memoranda to be registered by the Lessor/Licensor.
3. SAVE as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Deed of Lease and Licence shall remain in full force.

IN WITNESS WHEREOF the parties have hereunto subscribed their name this
day of 1985

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

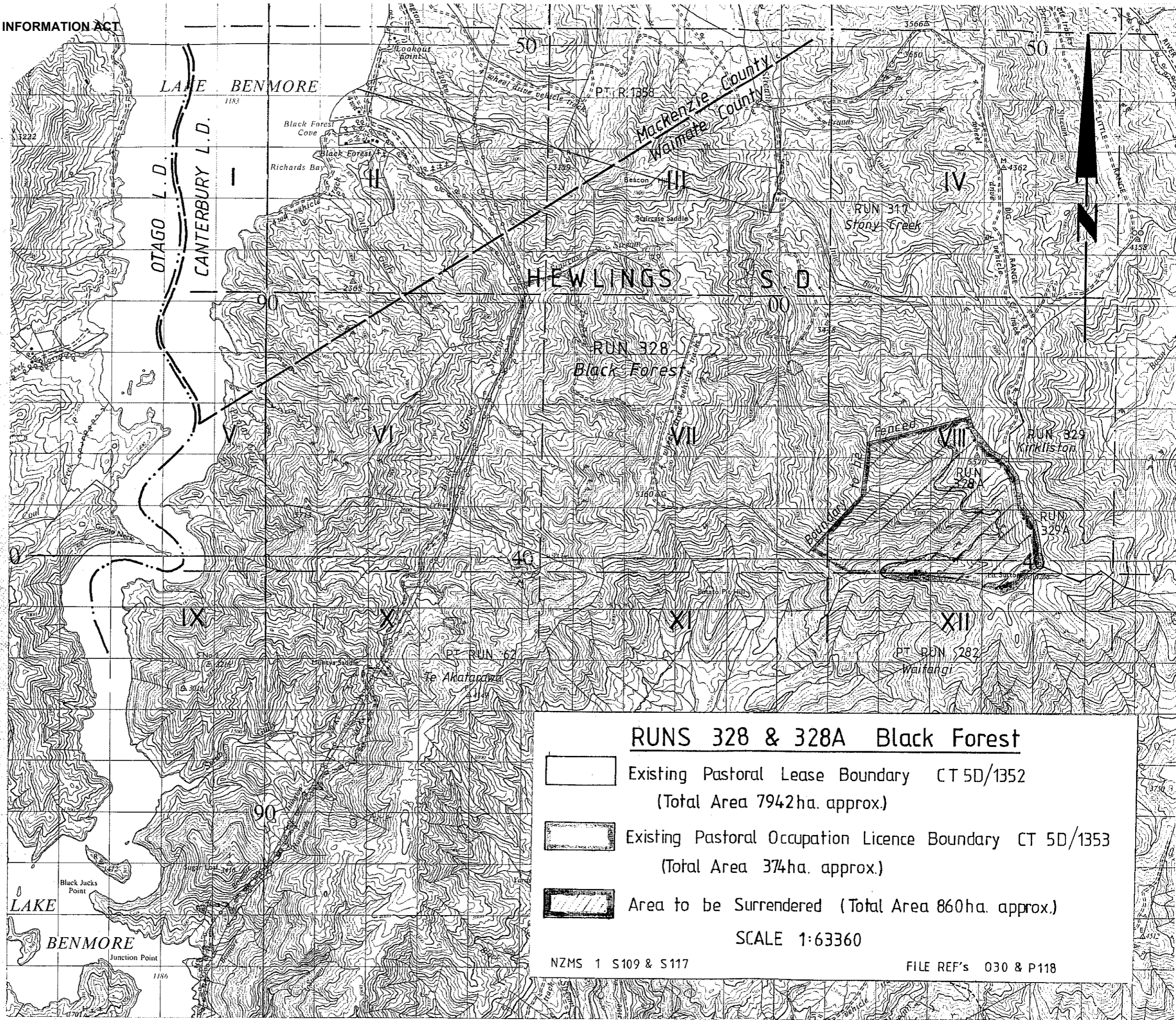
Commissioner of Crown Lands

Witness: _____


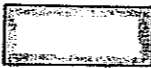

Occupation: _____

Address: _____

THE COMMON SEAL of BLACK FOREST)
LIMITED was hereto affixed in the)
presence of:)



RUNS 328 & 328A Black Forest

-  Existing Pastoral Lease Boundary CT 5D/1352
(Total Area 7942ha. approx.)
-  Existing Pastoral Occupation Licence Boundary CT 5D/1353
(Total Area 374ha. approx.)
-  Area to be Surrendered (Total Area 860ha. approx.)

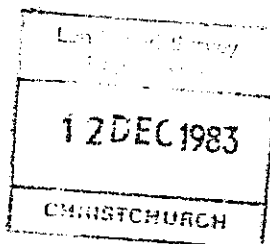
SCALE 1:63360

NZMS 1 S109 & S117

FILE REF's 030 & P118

8/8/6, 8/8/18

7 December 1983



Handwritten initials: BFO, PLO

Handwritten signature

~~Director
Water & Soil Conservation
Organisation
Box 12041
WELLINGTON NORTH~~

BLACK FOREST/STONEY CREEK : PROPOSED RUN PLAN

The Commissioner of Crown Lands, Christchurch has recently supplied me with a report outlining the proposed run plan over Black Forest and Stoney Creek pastoral leases.

A review of the second five year programme including retirement and conservation fencing, access tracking, oversowing/topdressing and the surrender of 1220 hectares of Class VII and VIII country including 374 hectares on pastoral occupation licence the plan is seen as strengthening the property and is therefore supported.

Concern has been expressed by officers of this department, that a number of run plans proposed in recent times, have been thinly disguised subsidised development programmes. Your attention is drawn to this, as with public monies being used, care must be taken to ensure all monies expended fall within the policy laid down.

CCL, CHRISTCHURCH

Copy for your information. Your reference P117 and P118.

C C T Smith
for Director-General

C C T Smith
for Director-General

Handwritten signature of C C T Smith

Appendix 2 – Land Status Check and Plan.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

OPUS INTERNATIONAL CONSULTANTS LIMITED APPENDIX A
DUNEDIN OFFICE

Project Number 6NLITR.02/396YC

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50269 dated September 2001 and is undertaken for the purposes of Tenure Review in terms the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Black Forest	LIPS Ref 12725
Property 1 of 1	

Land District	Canterbury
Legal Description	Run 328 situated in Blocks I, II, III, IV, V, VI, VII, VIII, XI, and XII Hewlings Survey District
Area	7942.0 hectares
Status	Crown Land subject to Pastoral Lease P.118
Instrument of title / lease	Pastoral Lease CB 5D/1352 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal A415865.1
Encumbrances	Subject to: - <ul style="list-style-type: none"> • A973/1 Land Improvement Agreement pursuant to section 30A Soil Conservation and Rivers Control Act 1941. • 640019/1 Land Improvement Agreement pursuant to Section 30A The Soil Conservation and Rivers Control Act 1941. • Part IVA Conservation Act 1986
Mineral Ownership	Mines and Minerals are 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 Purchase
Statute	Land Act 1948 and Crown Pastoral Land Act 1998

Data Correct as at	7 June 2002
--------------------	-------------

Prepared by	John Kirk
Crown Accredited Supplier	Opus International Consultants Ltd, Dunedin

Peer reviewed
 Garry Patrick !!! June 2002

LAND STATUS REPORT for Black Forest				LIPS Ref 12725
Property	1	of	1	

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

- A field inspection may be required to ascertain if streams within this pastoral lease could be subject to Section 24 of the Conservation Act 1987. No evidence has been found that this aspect was considered or recorded on a plan held in the Chief Surveyors Office on renewal of this lease on 1 July 1998.
- Pastoral Occupation Licence [CB5D/1353] being Run 328A situated in Hewlings Survey District [east of this pastoral lease] was for a term of 21 years from July 1965. The lease document doesn't record a renewal of this lease. The Department of Conservation has stated that this land is under investigation for addition to the public conservation estate, but not formal notification has occurred.

LAND STATUS REPORT for Black Forest				LIPS Ref 12725	
Property	1	of	1		

Research Data: *Some Items may be not applicable*

SDI Print Obtained	Yes
NZMS 261 Ref	H 39 & I39
Local Authority	Mackenzie & Waimate District Councils
Crown Acquisition Map	Kemp Purchase
SO Plan	<p>SO 17108- I39 - Plan of allocations to the Department of Conservation pursuant to Section 62 of the Conservation Act 1987. [April 1987]</p> <p>SO 14043- Plan of Runs 328 (Black Forest) & Run 328A situated in Hewlings Survey District. [July 1976] adjoining pastoral lease.</p> <p>SO 10817- Plan of land required for road situated in Block XIV Gladstone & Block II Hewlings Survey District's [May 1967]</p> <p>SO 10553- Plan of land required for road situated in Gladstone & Hewlings Survey Districts [March 1965] (superseded by SO 10817)</p> <p>SO 10209- Plan of Pt Runs 67 & 68 & Crown Land required for Water Power (Benmore) [May 1964]</p> <p>SO 10145- Plan of diagrams of traverse work on SO's 10143 & 10144 [July 1964]</p> <p>SO 10144- Plan of Crown Land RS 33756, Pt's R 1358 Pt's Run 68 and Road to be Closed required for Water Power (Benmore) [May 1964]</p> <p>SO 5753- Plan of Runs 66A & 66B situated in Hewlings & Dalzell Survey Districts [September 1918]</p> <p>SO 98- Plan of Run 317 (formerly Run 70) Runs 329 & 329A (formerly Run 70A) situated in Gladstone, Mackenzie Hewlings & Dalzell Survey Districts. [November 1910]</p>
Relevant Gazette Notices and / or Computer interest register.	<p>Parts Run 68</p> <p>Gazette 1985 page 1162 [GN 572846/1] Leasehold estate taken for Generation of Electricity.</p> <p>Gazette 1985 page 1158 [GN 572847/1] Land acquired for Generation of Electricity.</p> <p>Gazette 1985 page 4088 [GN's 570803/1 & 507802/1] 2nd schedule of N Z Gazette 1985 page</p>

LANTM STATUS REPORT for Black Forest				LIPS Ref 12725
Property	1	of	1	

	1162 deleted and amending appellation to Pt Run 68.
CT Ref / Lease Ref	Pastoral Lease CB 5D/1352 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal A415865.1
Plan Index	Plans as shown above
Legalisation Cards	Searched nothing found
Statutory Actions (Landonline)	SO 10209 and 10144 – Pt Run 68 Current purpose Development of Water Power N Z Gazette 1985 p 1158
CLR	Supports Pastoral Status
Allocation Maps (if applicable)	DOC & SOE maps searched, no allocations within lease area.
VNZ Ref - if known	25170 12100
Crown Grant Maps	Not applicable
If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	Sec 24(9) On renewal of this lease on 1 July 1998 The extent of rivers or streams over 3 meters in width have not been shown on any plan lodged in the Chief Surveyors Office.
If Crown land – Check Irrigation Maps.	Not applicable
Mining Maps	No licences registered.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc	a) SO Plan Not applicable b) Proc Plan c) Gazette Ref

LAND STATUS REPORT for Black Forest				LIPS Ref 12725
Property	1	of	1	

<p>Other Relevant Information</p> <p>a) Concessions – Advice from DOC or Knight Frank.</p> <p>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>c) Mineral Ownership</p> <p>d) Other Info</p>	<p>a) The Department of Conservation has been consulted and no Conservation area status land has been identified within the boundary of this property other than marginal strips along the waterways stated in the “Notes” above</p> <ul style="list-style-type: none"> • On 1st January 1996 for a term of 9 years PA and JM Innes were granted a recreation permit under Section 66A of the Land Act 1984 on the terms and conditions outlined in the permit. <p>b) Lake Benmore adjoins this pastoral lease that is subject to Statutory Acknowledgement’s in terms of the Ngai Tahu Claims Settlement Act 1998.</p> <p>c)</p> <p>The Crown owns mines and Minerals 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 Purchase.</p> <p>d)</p>
---	--



COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952



Search Copy

R. W. Muir
Registrar-General
of Land

Identifier **CB5D/1352**
Land Registration District **Canterbury**
Date Registered 04 May 1966 09:36 am

Type	Lease under s83 Land Act 1948	Term	33 years, commencing on the 1st day of July 1965
Area	7942.0000 hectares more or less		

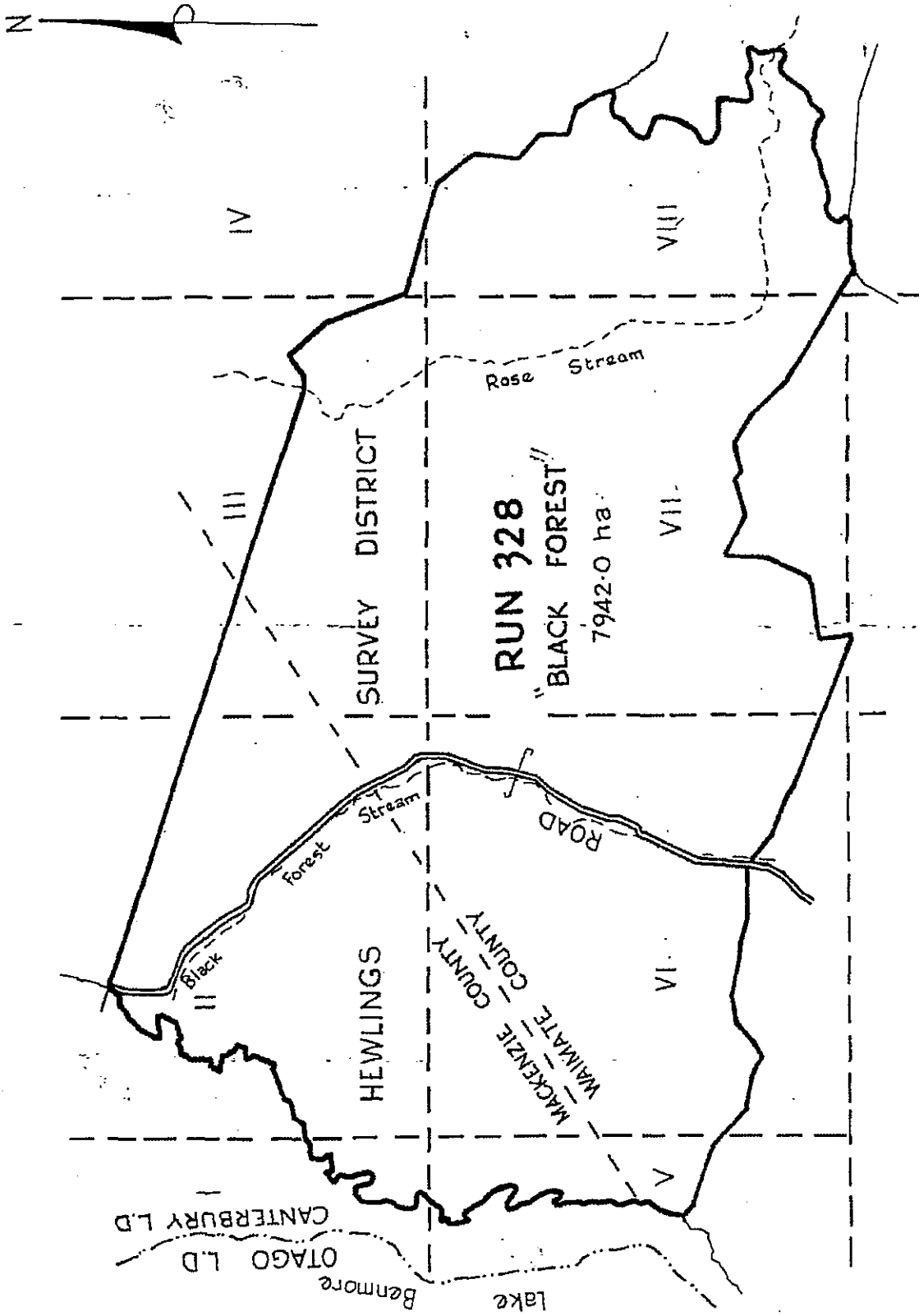
Legal Description Run 328

Proprietors
Black Forest Limited

Interests

- A973.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941
- 4841.1 STATUTORY LAND CHARGE PURSUANT TO RURAL HOUSING ACT 1939 - 14.8.1974 AT 11.52 AM
- 640019.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 12.9.1986 at 9.29 am
- 947892.8 Mortgage to The Rural Bank Limited - 2.8.1991 at 11.48 am
- A415865.1 Variation of Lease and extension of term to 1.7.2031 - 16.7.1999 at 9.00 am

Amended diagram
See Certificate of Alteration 158500/1 5-12-1977.



For Description of Boundaries see S.O.14043

118 914



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



Historical Search Copy

R. W. Muir
Registrar-General
of Land

Identifier CB5D/1352
Land Registration District Canterbury
Date Registered 04 May 1966 09:36 am

Type	Lease under s83 Land Act 1948		
Area	7942.0000 hectares more or less	Term	33 years, commencing on the 1st day of July 1965

Legal Description Run 328

Original Proprietors
Black Forest Limited

Interests

- A973.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941
- 4841.1 STATUTORY LAND CHARGE PURSUANT TO RURAL HOUSING ACT 1939 - 14.8.1974 AT 11.52 AM
- 640019.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 12.9.1986 at 9.29 am
- 947892.8 Mortgage to The Rural Bank Limited - 2.8.1991 at 11.48 am
- A415865.1 Variation of Lease and extension of term to 1.7.2031 - 16.7.1999 at 9.00 am

Former Ref. Vol. fol.

L. & S. Ref. No. P.118

1966, at 9.36 o'clock a.m.

4th day of MAY

No. 5D/1352



REGISTER
Assistant Land Registrar
[Signature]

Pastoral Lease under the Land Act 1948

This Deed, made the 1st day of July 1965, between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and BLACK FOREST LIMITED Having its registered office at Timaru.

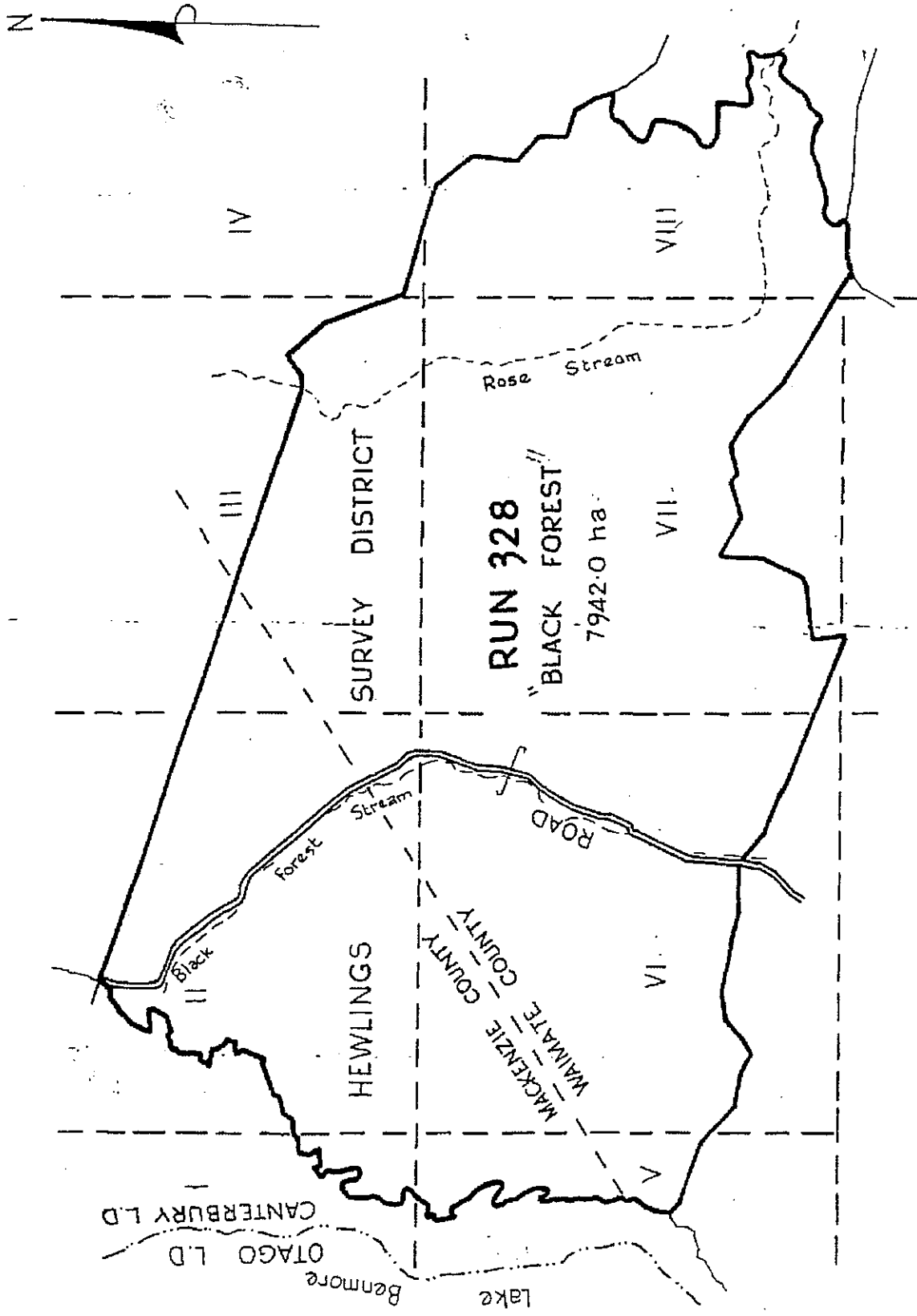
(hereinafter referred to as "the Lessee"), of the other part: WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied, and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the lessee, all that parcel of land containing by estimation 18,934 acres more or less, situated in the Land District of Canterbury, and being Run 328 ("Black Forest") situated in Hewlings Survey District Mackenzie and Waimate Counties.

as the same is more particularly delineated with bold black lines on the plan hereon; together with the rights,

No. 5D/1352

Amended diagram

See Certificate of Alteration 158500/1 5-12-1977.



For Description of Boundaries see S.O.14043

MS

T.&R.
17466

DISCHARGED
Mortgage 180/1 to Tripp & Rolleston Nominees Limited - 3.7.1974 at 11.45 p.m.

Variation of Mortgage 180/1- 22.8.1985 at 11.05am.

No.4841/1 Statutory Land Charge under The Rural Housing Act 1979 - 14.8.1974 at 11.52 a.m.

Variation of Mortgage 359060/1 - 19.9.1985 at 11.03a.m.

DISCHARGED
Mortgage 63280/2 to The Rural Banking and Finance Corporation of New Zealand - 17.12.1975 at 11.06 a.m.

Variation of Mortgage 359060/1 - 16.12.1985 at 10.55a.m.

No 158500/1 Certificate of Alteration increasing the area to 7942 hectares - 5.12.1977 at 9.05 am.

Variation of Mortgage 180/1 - 16.12.1985 at 10.55a.m.

Variation of Mortgage 63280/2 - 20-7-1978 at 11.39a.m.

Variation of Mortgage 180/1 - 19.11.1979 at 10.27 a.m.

No.640019/1 Land Improvement Agreement pursuant to Section 30 The Soil Conservation and Rivers Control Act 1941 - 12.9.1986 at 9.29a.m.

DISCHARGED
Mortgage 359060/1 to The Rural Banking and Finance Corporation - 8.12.1981 at 10.02 am.

Mortgage 947892/8 to The Rural Bank Limited - 2.3.1991 at 11.48am

DISCHARGED
Mortgage 359060/2 to The Rural Banking and Finance Corporation - 8.12.1981 at 10.02 am.

No. A273/1 Land Improvement Agreement pursuant to Section 30 Soil Conservation and Rivers Control Act 1941.

Variation of Mortgage 180/1 - 10.6.1982 at 10.39 a.m.

A415865.1 Variation and extension of the term to 1.7.2031 - 16.7.1999 at 9.00

Variation of Mortgage 359060/2 - 23-3-1983 at 11.11a.m.

Variation of Mortgage 359060/1- 24.12.1984 at 11.46am.

LAND & DEEDS	
Nature:	Lease
Firm:	B & B Lands
	4 MAY 1966
Time:	9.36 am
Fee: £	1: - : -
Abstract No.	2494

