

Crown Pastoral Land Tenure Review

Lease name : BLUE MOUNTAIN

Lease number : PT 031

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.

October 04



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

File Ref: Pt 031 Blue Mountain **Report No:** R2123 **Report Date:** 10 April 2002
LINZ: CON/50268/09/12687/A-ZNO
Office of Agent: Timaru **LINZ Case No:** 02/ **Date sent to LINZ:** April 2002

RECOMMENDATIONS

1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;

Signed for DTZ New Zealand Limited

R A Ward-Smith Manager - Timaru

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

Name:
Date of decision: / /

1. Details of lease:

Lease Name: Blue Mountain
Location: Fairlie, South Canterbury
Lessee: Blue Mountain Run Company Limited
Tenure: Pastoral Lease under the Land Act 1948
Term: 33 years from 1 July 1953 and extended for 33 years commencing on 1 July 1986
Annual Rent: \$8,775 plus GST
Rental Value: \$390,000
Date of Next Review: 1 July 2008
Land Registry Folio Ref: CB529/35
Legal Description: Run 5 'Blue Mountain' situated in Blocks II, III, IV, V, VI, VII, VIII, X & XI Four Peaks Survey District
Area: 9,435.2457 hectares (subject to survey)

2. File Search

File Reference	Vol	First Number	Folio	Date	Last Number	Folio	Date
<i>Pt/031-SCH-01</i>	<i>I</i>	<i>I</i>		<i>13 March 1939</i>	<i>261</i>		<i>19 September 1960</i>

File Reference	Vol	First Number	Folio	Date	Last Number	Folio	Date
<i>Pt 031</i>	<i>II</i>	<i>263</i>		<i>19 September 1960</i>	<i>398</i>		<i>11 June 1996</i>

File Reference	Vol	First Number	Folio	Date	Last Number	Folio	Date
<i>Pt 031</i>	<i>III</i>	<i>399</i>		<i>11 June 1996</i>	<i>422</i>		<i>30 June 2000</i>

File Reference	Vol	First Number	Folio	Date	Last Number	Folio	Date
<i>CON/50213/09/12687/A-ZNO</i>				<i>1 July 2000</i>			<i>Current</i>

File Reference	Vol	First Number	Folio	Date	Last Number	Folio	Date
<i>PT/031/A-SCH</i>							

File Reference	Vol	First Number	Folio	Date	Last Number	Folio	Date
<i>5200/D13/B10-1-DNO</i>				<i>24 June 1996</i>			<i>8 July 1996</i>

File Reference	Vol	First Number	Folio	Date	Last Number	Folio	Date
<i>LG/570-SCH-01</i>		<i>30</i>		<i>24 June 1955</i>			<i>15 January 1987</i>

File Reference	Vol	First Number	Folio	Date	Last Number	Folio	Date
<i>LG/570-SCH-02</i>				<i>1 February 1950</i>			<i>1 January 1992</i>

3. Summary of lease document:

Terms of lease

Pastoral Lease for a term of 33 years from 1 July 1953 and extended for 33 years commencing on 1 July 1986 pursuant to Section 66 and as registered under Section 83 Land Act 1948.

The lease contains the normal terms and conditions of pastoral lease.

Area adjustments

Incorporations and surrenders have been reconciled with original metric area shown on the certificate of lease. This is the same as shown in the database and file records.

Registered interests

- 1 Document 536700 Variation of terms of the lease registered 20 October 1960.
- 2 Document 897476.1 Variation of the terms of the lease and extended for a term of 33 years commencing on 1 July 1986 registered on 17 September 1990.
- 3 Document A191080.1 Mortgage to the National Bank of New Zealand Limited registered on 28 August 1995. A variation to the mortgage is also registered as A425605.1 on 20 September 1999.

Unregistered interests

None known.

4. Summarise any Government programmes approved for the lease:

There are no known Government programmes approved for the lease.

5. Summary of Land Status Report:

The Land Status report signed by the Chief Surveyor on 18 February 2002 showed the status of the land as Crown Land subject to the Land Act 1948. It showed the encumbrances as being nil. Minerals remain with the Crown. There are currently no Crown Mineral applications or permits granted over the area as advised by Michelle Stokes, NMI Administrator, of Ministry of Economic Development Crown Minerals on 28 February 2002. The area and legal description are as shown above.

It notes that CTs 202/277 & 191/99 were still live in the Land Transfer System and should have been cancelled when the lease was issued in 1953. The Land Transfer Office had been notified and were taking action to cancel the titles.

6. Review of topographical and cadastral data:

Blue Mountain is located in the Four Peaks area, 41 kilometres north of Fairlie. The property is run in conjunction with 2,665.7 Ha of freehold land. The freehold land encompasses the northern end of the run with the homestead block bordering the Orari River in close proximity to Lochaber Road.

The property bounds the Orari River along the northeastern boundary. The Mowbray River acts as a boundary to the west. The pastoral lease properties of Dry Creek and Lochaber are to the north and various freehold properties to the south and west.

It has a predominantly northeast to northwest aspect with steep sunny faces above the Orari River and below Blue Mountain Range. The contour consists of mostly moderate to steep ranges particularly in the Four Peaks Range area with some flat stream terraces. Lochaber and Mowbray Road gives access to the lease with normal access from Lochaber Road through the freehold also giving legal access via a paper road past the homestead. There is legal access from each of these roads with Lochaber Road providing the main arterial access.

The boundary fence is on or very close to the legal boundaries as shown. Rural Sections 34448 & 34449 shown on Sheet 2 & 3 of the Land Status Report are two small parcels of freehold land of approximately 20 ha each within the boundaries of the lease, but with legal access. They are not separately fenced.

7. Details of any neighbouring Crown or conservation land

There is no Conservation land within the boundaries of the pastoral lease as advised by Robert Cant, DGC’s Delegate, from Department of Conservation on 26 February 2002. However Public Conservation land does adjoin the property.

A small parcel of former Crown land known as J37/27 adjoins the lower southwest boundary. This is deemed to be a Stewardship Area and is held under Section 62 Conservation Act 1987. The DGC’s Delegate suggests it may be a closed road.

There is no neighbouring Crown land.

8. Summarise any uncompleted actions or potential liabilities:

Although the lease makes no reference to Section 58 Land Act 1948 strips reserved from sale, the Status Report shows that one chain strip has been defined on SO 3235 adjoining the Mowbray River and on SO 3236 adjoining the Orari River. It states these strips are therefore reserved from sale pursuant to Section 24(3) Conservation Act 1987.

APPENDICES

- 1 Copy of Land Status Report**
- 2 Copy of Certificate of Lease**
- 3 Plan – Sheets 1, 2, 3 & 4**

“RELEASED UNDER THE OFFICIAL INFORMATION ACT”

Appendix 1



Of : Contract 50268 (991)
Year Ref: P 31(LIPS 12687)

17 March 2002.

Knight Frank (NZ) Limited
Land Resources Division
P O Box 142
CHRISTCHURCH

Attention : Mr G Holgate

Level 4, Knight Frank House
76 Cashel Street
PO Box 142
Christchurch
+64 (0) 3 379 9787
+64 (0) 3 379 8440 fax

christchurch@knightfrank.co.nz
www.knightfrank.co.nz

Dear Sir

STATUS INVESTIGATIONS – PASTORAL TENURE REVIEW, CONTRACT 50268

As required in terms of Crown Pastoral Standard 6, please find attached the approved Status Report for the following pastoral Lease on contract 50268 being :

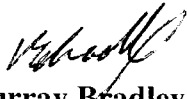
BLUE MOUNTAIN(P 31)

Attached for this lease are :

- Status Check Report
- One colour photocopy of the Topo Plan.
- One copy of a Cadastral Plan.

Please acknowledge receipt, of the Status Report and plans, to my attention at this office. Thank you.

Yours faithfully
Knight Frank (NZ) Limited


Murray Bradley
Manager Public Sector/Crown Accredited Supplier.

Reference : LINZ (LIPS 12687 -P 31



Level 4, Knight Frank House
76 Cashel Street
PO Box 142
Christchurch

+64 (0) 3 379 9787
+64 (0) 3 379 8440 fax

christchurch@knightfrank.co.nz
www.knightfrank.co.nz

CERTIFICATE OF AUTHORISATION

PROPERTY ADDRESS:

BLUE MOUNTAIN (P 31)- STATUS REPORT.

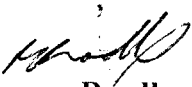
ASSURANCE

Knight Frank (NZ) Limited gives an assurance that the document attached to this certificate is in order for signature.

The decision when made will comply with the following statutory requirements :

- The New Standards & Guidelines Manuals Chief Crown Property Officer; Legalisation /Roading;OSG Standard 1995/05.
- Land Act 1948
- Crown Pastoral Land Act 1998

In giving this assurance **Knight Frank (NZ) Limited** undertakes that all relevant policy instructions, legal requirements, court judgements and any other matters have been taken into account and applied where appropriate.


Murray Bradley
Crown Accredited Supplier / Nominated Person

Date : 18/2/02

KNIGHT FRANK (NZ) LIMITED


Appendix A

This report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated September 2001 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT for BLUE MOUNTAIN				[LIPS ref. 12687]
Property	1	of	2	

Land District	Canterbury
Legal Description	Run 5 situated in Blocks II,III,IV,V,VI,VII,VIII,X, and XI Four Peaks Survey District.
Area	9435.2457 Hectares
Status	Crown Land subject to the land Act 1948
Instrument of lease	All Computer Interest Register CB 529/35 pursuant to Section 66 and as registered under Section 83 as renewed by Document no 897476.1
Encumbrances	Nil
Mineral Ownership	Minerals remain with the Crown because the Crown acquired the minerals contained in CT 177/46 for RS 34441 (now Part Run 5) and the balance area being RS 36646 (now Pt Run 5) contained in CT 202/277 has never been alienated from the Crown since its acquisition for settlement purposes from the former maori owners under the Kemp Deed of Purchase (1848).
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

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

Prepared by	Murray Bradley 
Crown Accredited Agent	Knight Frank (NZ) Limited

KNIGHT FRANK (NZ) LIMITED


Appendix B

This land status report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated September 2001 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT for BLUE MOUNTAIN [LIPS ref.12687]			
Property	1	of	2

Land District	Canterbury
Legal Description	Run 5 situated in Blocks II,III,IV,V,VI,VII,VIII,X, and XI Four Peaks Survey District
Area	9435.2457 Hectares
Status	Crown Land subject to the land Act 1948
Instrument of lease	All Computer Interest Register CB 529/35 pursuant to Section 66 and as registered under Section 83 as renewed by Document no 897476.1
Encumbrances	Nil
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

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

Prepared by	Murray Bradley 
Crown Accredited Agent	Knight Frank (NZ) Limited

Certification:

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

R. Moulton

 R Moulton, Chief Surveyor

Date ... ⁴ / ... ³ / 2002

R Moulton, Chief Surveyor
 Land Information New Zealand, Christchurch

BLUE MOUNTAIN RESEARCH - Property 1 of 2

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	We note that there 2 underlying Fee Simple titles still live in the Land Transfer System over all the land contained in the current lease CT CB 529/35 which should have been cancelled when CT 529/35 was issued in 1953.The 2 CT'S are 202/277 (RS 36646)now part Run 5 and 191/99 (RS 34441) now part Run 5..Leases held under the Educational Endowment and Reserves Exchange Act 1891 were brought under the control of the Land Act 1908 pursuant to Section 2
--	--

	<p>& 3 of the Education Reserves Amendment Act 1910. We have notified the Land Transfer Office of this error and thy have taken steps to cancel CT'S 202/277 & 191/99.</p>
--	--

LAND STATUS REPORT for BLUE MOUNTAIN				[LIPS ref.12687]
Property	1	of	2	

Research Data: Some Items may be not applicable

Property	1	of	2	
SDI Print Obtained				Yes
NZMS 261 Ref				J 37
Local Authority				MacKenzie District Council
Crown Acquisition Map				Kemp Deed of Purchase.
SO Plan				SO 3235 (1898) SO 3236 (1898)
Relevant Gazette Notices				N/A
CT Ref / Lease Ref				All CIR CB 529/35
Legalisation Cards				SO 3235 --No Legalisation Card SO 3236 – No Legalisation Card
CLR				N/A
Allocation Maps (if applicable)				A check of the SOE/DOC/UCL Allocation Maps & Schedules revealed no allocations within the boundaries of the Pastoral Lease However we note that the grazing licence LG 570 which lies west of Run 5 is shown on the UCL(Category 9)Schedule as item 1A on Sheet J 37 .
VNZ Ref - if known				25290/12304
Crown Grant Maps				Run 5 along with all the existing legal roads that bisect or adjoin the Run is shown on the Crown Grant Map for Four Peaks Survey District (Sheets 1 & 2) – February 1880.
If Subject land Marginal Strip:				
a) Type [Sec 24(9) or Sec 58]				Both the current Pastoral Lease and SO Plans 3235 & 3236 show no prior subject provisions to Section 58 Land Act 1948.
b) Date Created				However we note that a chain strip has been defined on SO 3225 along the boundary of the Run as it adjoins the Mowbray River and on SO 3236 as it adjoins the Orari River. These strips are therefore reserved from sale pursuant to Section
c) Plan Reference				24(3) Conservation Act 1987.

LAND STATUS REPORT for BLUE MOUNTAIN				[LIPS ref.12687]
Property	1	of	2	

Research – continued

Property	1	of	2	
If Crown land - Check Irrigation Maps.				N/A
Mining Maps				There are no Mining Interests recorded within the boundaries of the Pastoral Lease in the National Mining Index.
If Road				
a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989				a) Crown Grant and Section 110A Public Works Act 1928.
b) By Proc				b) N/A
c) Plan No				c) Crown Grant Map for Four Peaks Survey District (1880) Sheets 1 & 2.
Other Relevant Information				
a) Concessions - Advice from DOC or Knight Frank.				a) DOC have advised that there are no Conservation land within the boundaries of the Run. However a small parcel of Conservation land adjoins the property known as J37/27.(See plan attached to DOC letter dated 26 February 2002.)There are no concessions granted within or near the Run.
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998.				b)Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998.
c) Mineral Ownership				c)Minerals remain with the Crown because the Crown acquired the minerals contained in CT 177/46 for RS 34441 (now Part Run 5) and the balance area being RS 36646 (now Pt Run 5) contained in CT 202/277 has never been alienated from the Crown since its acquisition for settlement purposes from the former maori owners under the Kemp Deed of Purchase (1848).
d) Other Information				d) We note that there 2 underlying Fee Simple titles still live in the Land Transfer System over all the land contained in the current lease CT CB 529/35 which should have been cancelled when CT 529/35 was issued in 1953.The 2 CT'S are 202/277 (RS 36646)now part Run 5 and 191/99 (RS 34441) now part Run 5..Leases held under the Educational Endowment and Reserves Exchange Act 1891 were brought under the control of the Land Act 10908 pursuant to Section 2 & 3 of the Education Reserves Amendment Act 1910. We have notified the Land Transfer Office of this error and thy have taken steps to cancel CT'S

	202/277 & 191/99.
--	-------------------



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



Search Copy

R. W. Muir
Registrar-General
of Land

Identifier CB529/35
Land Registration District Canterbury
Date Registered 05 March 1953 01:58 pm

Type	Lease under s83 Land Act 1948	Term	thirty three years commencing on the first day of July 1953 and extended for 33 years commencing on 1.7.1986
Area	9435.2457 hectares more or less		

Legal Description Run 5

Proprietors

Blue Mountain Run Company Limited

Interests

536700 Variation of terms of the within Lease - 20.10.1960 at 1.43 pm

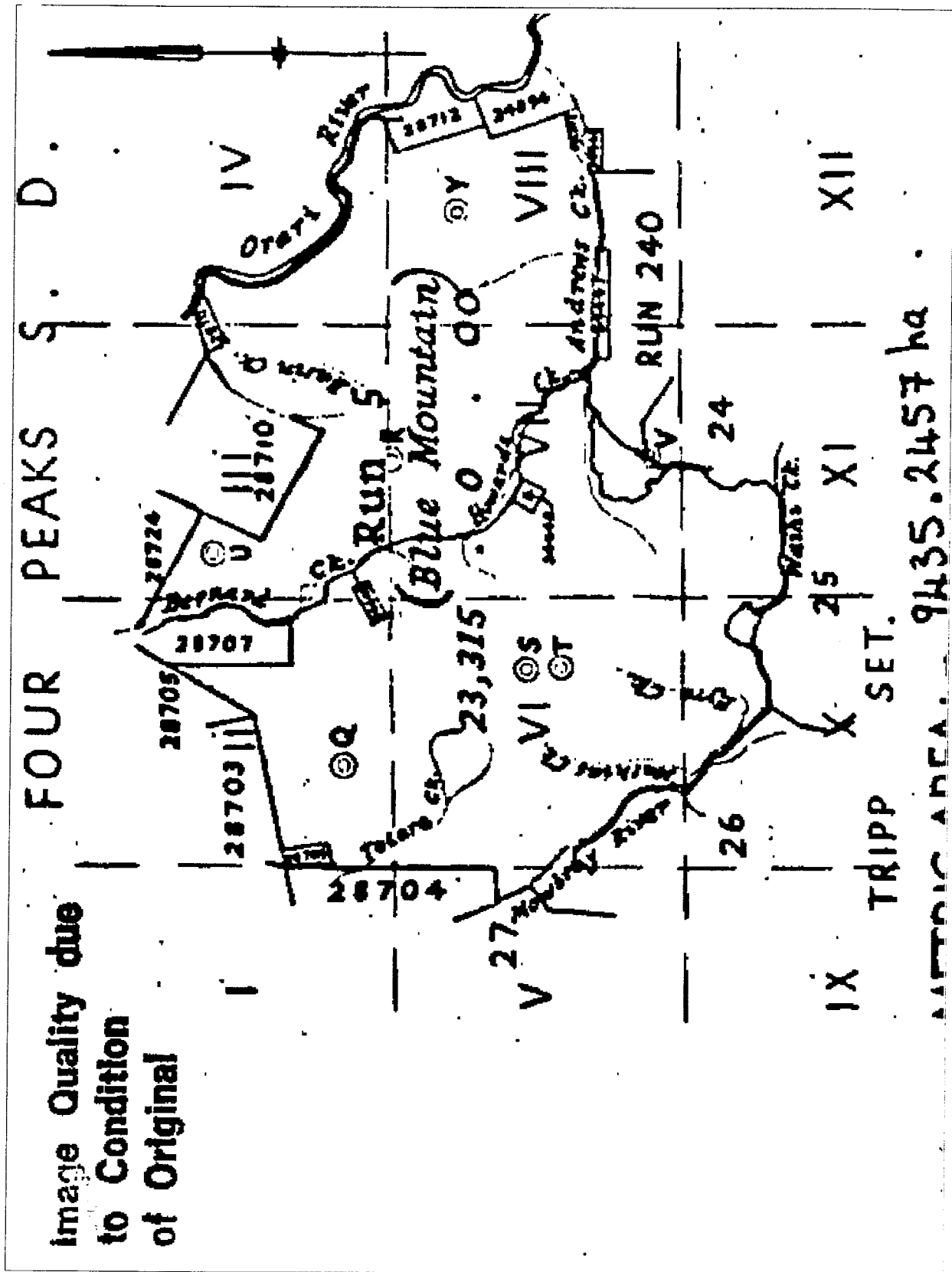
897476.1 Variation of terms of the within Lease and extension of term for 33 years commencing on 1.7.1986 - 17.9.1990 at 10.03 am

A191080.1 Mortgage to The National Bank of New Zealand Limited - 28.8.1995 at 9.05 am

A425605.1 Variation of Mortgage A191080.1 - 20.9.1999 at 10.10 am

ifier

CB529/35



Registered under Land Transfer Act.—Registered under Section 63, Land Act, 1948

(L and R.B.—1)

NEW ZEALAND

Entered in the Register-book, Vol. 529 fol. 35 the 5 day of March

CANTERBURY LAND DISTRICT

1953, at 1.58—o'clock

Issued as a Renewal of (in exchange for) lease Pastoral Lease No. 514 registered in Vol. 529 fol. 35

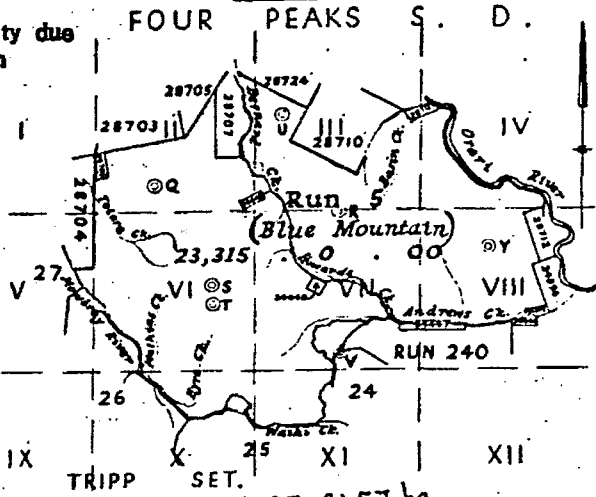
Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P. 31



First day of March, one thousand nine hundred and fifty three between His Majesty the Queen (who, with her heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and Alexander Nicholas Quirk (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 measurement Twenty three thousand three hundred and twenty three square metres and being situated in the Land District of Canterbury situated in Blocks II, III, IV, V, VI, VII, VIII, X and XI Four Peaks Survey District.

Image Quality due to Condition of Original



METRIC AREA: 9435.2457 ha Scale: 2 miles to an inch.

situated in the Land District of Canterbury situated in Blocks II, III, IV, V, VI, VII, VIII, X and XI Four Peaks Survey District.

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and fifty three, together with the period between the date of this lease and the aforesaid first day of July 1953 Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Canterbury the clear annual rent of SIX hundred and ten pounds (£ 610. 0. 0) 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 (£) by a deposit 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 aforesaid.

AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:—

- 1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter imposed 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 Canterbury (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1928.
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.
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, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1928, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is 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 disturbance 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 pasturage over the said land, but shall have no right to the soil.
(b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) 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 the area of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any dwelling, dwelling house, or well. 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 by effluxion 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 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at 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 renewal thereof and all provisions ancillary or in relation thereto.

529/35

- (4) THAT the Lessee shall have no right of acquiring the freehold of the said land.
- (4) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,
 - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (v) 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.
- (5) THAT the Lessee shall... ~~...and for the purpose of this lease it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of head of stock to be depastured on the said land during the term of the lease shall not, without the prior consent of the Commissioner, exceed a limit of twenty-one head of any one class of stock and a half for lambs.~~
- (6) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 116 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging 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.
- (7) THAT these covenants 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 lease 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

~~...to the Crown and the Lessee...~~

In witness whereof the Commissioner of Crown Lands for the Land District of Canterbury, on behalf of the Lessor, hath hereunto set his hand, and these presents have also been executed by the said Lessee.

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

Witness: J. F. ...
 Occupation: Land Office Clerk
 Address: Christchurch

J. F. ...
 Assistant Commissioner of Crown Lands.

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

Witness:
 Occupation:
 Address:

A. N. Buick
 Lessee.

ANB (H) 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 10780 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore 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.

Handwritten notes:

557 Mortgage of within Lessee Alexander Nicholas Buick to
 Wellington
 19th day of April 1958

428 370 Mortgage of
 to the Ashburton
 Society 1955 at 2:20pm

Variation of the terms of mortgage 428370
 the 3rd of March 1960

536700 Variation of the terms of the within
 the 26th day of

Handwritten notes:

Transfer 536700 Alexander Nicholas Buick to
 having its registered official
 produced 20/10/1960 at 2:58pm

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.

Variation of Mortgage 428370 - 27.1.1978 at 9.39 am

Mortgage 197893/1
 Jacob and
 12.10.1978

Mortgage 338632/1
 Finance Corporation
 6.3.1981 at 10.50 am

OVER..



No. 7476/1 Variation of the terms of the
with... Lease and extension of the terms
for 33 years commencing on 1.7.1986 -
17.9.1990 at 10.03am



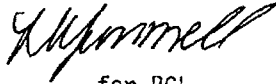
for A.L.R.

Mortgage A191080/1 to The National Bank of
New Zealand Limited - 28.8.1995 at 9.05am



for A.L.R.

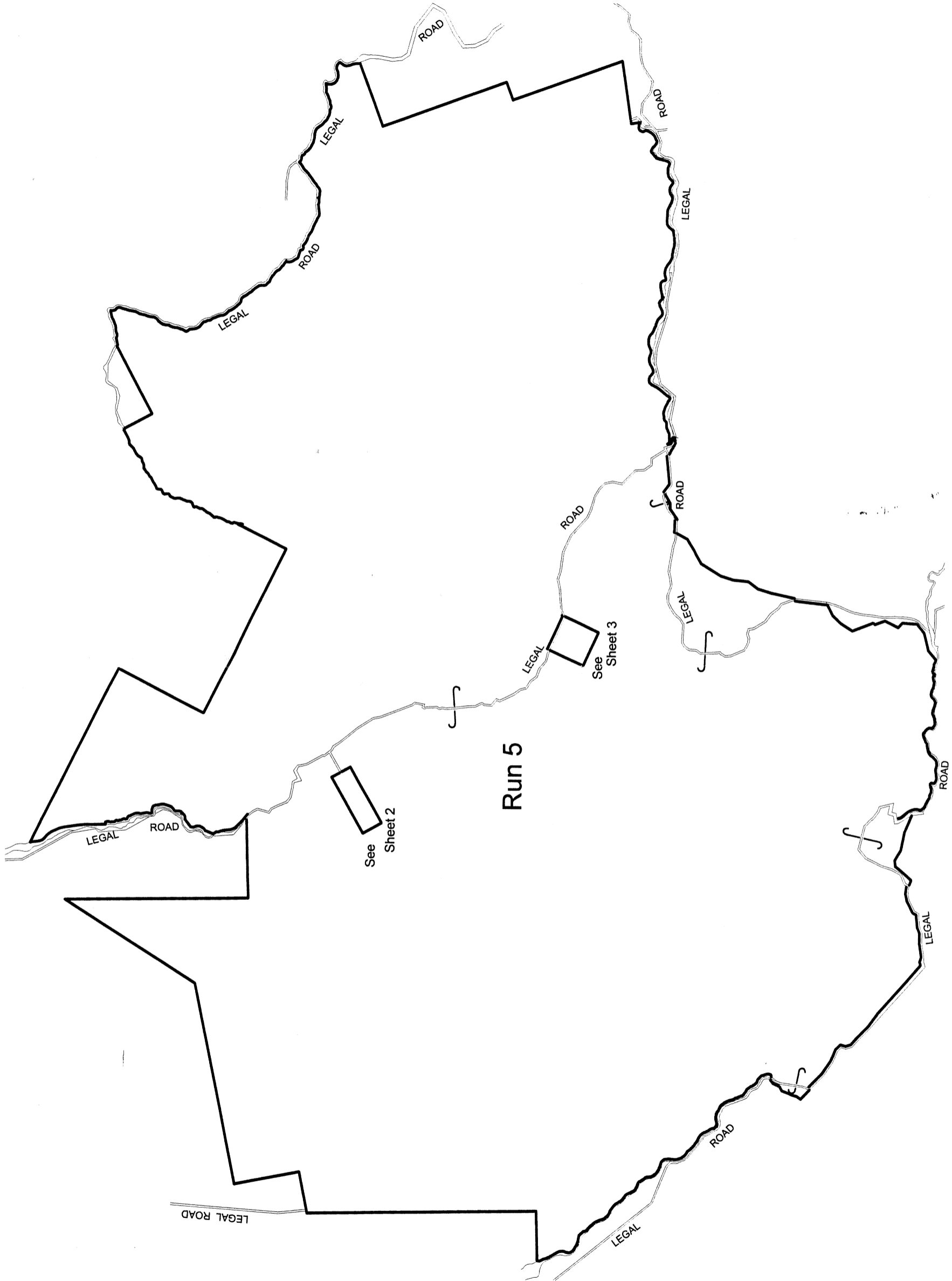
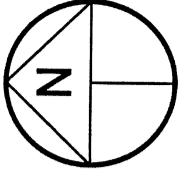
A425605.1 Variation of Mortgage A191080.1 -
20.9.1999 at 10.10



for RGL

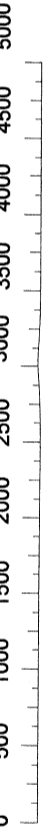
“RELEASED UNDER THE OFFICIAL INFORMATION ACT”

Appendix 3



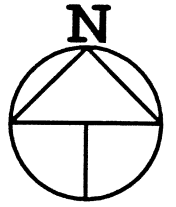
Blue Mountain

Scale 1:50000

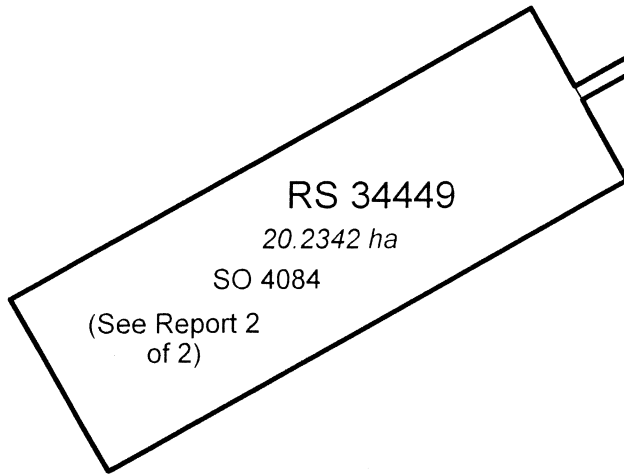


Marginal Strip Subject to Sec 24(9)
 Conservation Act 1987

Version	1	2	3	4	5
Canterbury Land District					
Topographic map 260 - J37					
Sheet 1 of 3					
Date: 19/03/02					



Run 5
Blue Mountain

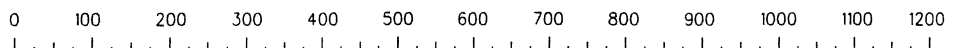


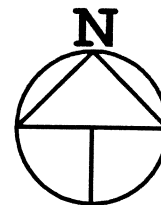
Marginal Strip Subject to Sec 24(9)
Conservation Act 1987 -----

Version	1	2	3	4	5
Canterbury Land District					Sheet 2 of 3
Topographic Map 260 - J37					Date 19/03/02

Blue Mountain

Scale 1:10000





LEGAL

ROAD

RS 34448

20.2342 ha

SO 4053

(See Report 2 of 2)

Run 5

Blue Mountain

ROAD

LEGAL

Marginal Strip Subject to Sec 24(9)
Conservation Act 1987 - - - - -

Version	1	2	3	4	5
Canterbury Land District					Sheet 3 of 3
Topographic Map 260 - J37					Date 19/03/02

Blue Mountain

Scale 1:10000

