

Crown Pastoral Land Tenure Review

Lease name : BOG ROY

Lease number : PO 310

Due diligence report (including status report) - Pt 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 CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

BOG ROY PASTORAL LEASE

File Ref: CON/50269/09/12567/A	Report No: DN0101	Report Date: 08/04/2002
Office of Agent: Dunedin	LINZ Case No: TRCZ 426	Date sent to LINZ: 15/04/2002

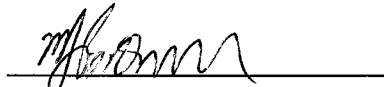
RECOMMENDATIONS

1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions;
 - This lease is subject to two special provisions granting rights of use over parts of the property.
 - (a) Runs 742 and 745 have rights, when required by the Commissioner of Crown Lands, to Easements to convey water over the subject lease.
 - (b) Runs 745, 742, 743 and 322D together with any other persons or bodies who require its use in connections with farming or allied operations are permitted to use the airstrip indicated on SO Plan 13784 and located at about NZMG H40 775175.
 - Gazette Notice 353382 proclaims part of the lease to be road (1.9498 hectares); this area has not been deducted from the total lease area.
 - There is a Land Improvement Agreement in operation on the lease.
 - The proposed easement (DP 27135) has yet to be granted.
 - SO 22802 shows transmission lines in existence over the property. There is no indication of an easement over the lease.

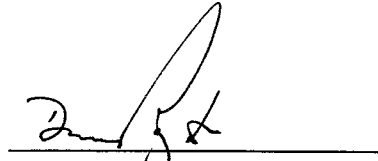
Not TR issue

*Protected by s22
Electronics Act 1992*

Signed by Opus:



M Brown
Property Consultant



D Payton
Contract Manager

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



Name: GRANT KASPER WEBLEY
Date of decision: 29 / 4 / 02

1. Details of lease:

Lease Name: Bog Roy
Location: Near Otematata, on State Highway 83 approximately 90 kilometres from Oamaru.
Lessee: Kenneth John, Susan Rowley and David Kenneth Anderson
Tenure: Pastoral Lease under the Land Act 1948 – Po/310
Term: 33 years from 1 July 1998
Annual Rent: \$3,300.00
Rental Value: \$220,000.00
Date of Next Review: 30 June 2009
Land Registry Folio Ref: OT 2D/450 (Otago Land Registry)
Legal Description: Run 744 and Sections 6-8 Block III Gala Survey District
Area: 2860.2309 hectares

2. File Search

Files held by Knight Frank Limited on behalf of LINZ:

File Reference	Volume	From	To
CON/50213/09/12567/A-ZNO	1	01/07/2000	Date
Po/310-SDN-03	3	11/11/1999	30/06/2000
Po/310-SDN-02	2	07/03/1978	22/06/1999

Files held by Opus International Consultants Limited on behalf of LINZ:

File Reference	Volume	From	To
CON/50269/09/12567/A-ZNO	1	19/01/2002	Date

Other relevant files held by LINZ:

File Reference	Volume	From	To
Po/310-SDN-01	1	14/05/1964	27/02/1978

3. Summary of lease document:

Terms of lease

Stock Limitation in Lease

2450 sheep including not more than 1750 breeding ewes

Commencement Date

1 July 1998

Special Provisions

The following special provisions were included in the lease issued on 1 July 1965:

- That the Lessee will, when required by the Commissioner of Crown Lands, execute on such terms and conditions as may be prescribed by the Lessor any Grants of Easements necessary for the right to convey water originating in Corbies Creek to

the adjoining Run 743, Gala and Turnagain Survey Districts being the land comprised in Pastoral Lease No. P.305, registered in register book volume 2C folio 586, and Run 745 Gala and Benmore Survey Districts being the land comprised in Pastoral Lease P.309.

- That the Lessee will permit the use of the airstrip the position of which is shown on SO Plan 13784 deposited in the office of the Chief Surveyor, Dunedin, by the registered Lessees of Run 745 Gala and Benmore Survey Districts, Runs 742 and 743 Gala and Turnagain Survey Districts, Run 322D Benmore, Gala and Hawkdun Survey Districts and to other persons or bodies who require the use of this airstrip in connection with farming or allied operations.

Area adjustments

Gazette Notice 353382 proclaims part of the lease to be road (1.9498 hectares); this area has not been deducted from the total lease area.

There are no other area discrepancies.

Registered interests

- Subject to a right to convey water over part herein appurtenant to Run 745 (CT OT3A/513) and Run 743 (CT OT2C/586) created by Transfer 325135 – 19.3.1968
- Appurtenant hereto is a right to convey water over part Run 745 (CT OT3A/513) and part Run 160C created by Transfer 325135 – 19.3.1968
- 353382 Gazette Notice proclaiming as road parts of the within land (4a 3r 10.9p) – 8.4.1970
- 785992.6 Mortgage to The Rural Bank Limited – 16.8.1991
- 843125 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 – 23.11.1993
- 896130.2 Variation of Mortgage 785992.6 – 23.11.1995
- 896130.3 Mortgage of the share of David Kenneth Anderson to Kenneth John Anderson and Susan Rowley Anderson – 23.11.1995
- 964386.1 Memorandum renewing the within term and fixing (for the first 11 years) the annual rent at \$3,300 calculated on a rental value of \$220,000 – 23.3.1999

Unregistered interests

A number of high-tension electricity lines together with associated pylons cross the lease. SO 22802 indicates some transmission lines, however there is no interest registered against the lease.

Topographic information indicates that there is a Television installation located on the northwestern most peak of this lease. No evidence has been found that any agreement with the Crown has been entered into to formalise this occupation.

4. Summarise any Government programmes approved for the lease:

A Land Improvement Agreement was approved for the lease in 1992. The primary objectives of the plan were to reduce the long term rabbit numbers, to improve vegetation cover on rabbit prone lands, and the management of land to reduce Hieracium infestation.

There has been no indication as to the success of this programme, however it is of note that there has been an overall decline in rabbit numbers nation wide following the introduction of the rabbit killing calicivirus.

5. Summary of Land Status Report:

Opus International Consultants Limited undertook a Land Status Check on 5 March 2002. This check confirms the status of the land as Crown Land under the Land Act 1948, subject to pastoral lease Po/310. A copy of the Land Status Report is attached as Schedule A to this report.

The following items were identified for consideration in the context of Due Diligence:

- 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. While the Chief Surveyor was requested to identify Marginal Strip requirements for renewal in 1998 there is no evidence that this was completed. The Crown Land Reserved from Sale created under Section 58 of the Land Act 1924 along Lake Benmore and Corbies Creek is now deemed to be a marginal strip of the same width (s. 24(3) Conservation Act 1987 effective date 10/4/90) the boundaries of the marginal strip do not change (s.24G (7) Conservation Act 1987).
- The area shown on Computer Interest Register OT2D/450 is over stated. Gazette notice 353382 proclaims part of the lease to be taken for road [4 acre 3 roods 10.9 perches] 1.9498 hectares; this area has not been deducted from the total.
- The legal description of Run 744 should be part Run 744, because portions of road have been taken out of this lease.
- Topographic information indicates that there is a Television installations located on the northwestern most peak of this lease. No evidence has been found that any agreement with the Crown has been entered into to formalise this occupation.
- DP 27135 is a plan of a proposed easement over Section 7 Block III Gala Survey District for a fibre optic cable. The is Grantee Meridian Energy New Zealand. The file shows that this easement has not been granted.
- SO 22802-shows transmission lines in existence or under construction at 31 December 1987 over this land.

6. Review of topographical and cadastral data:

A review of the topographic and cadastral data indicates the following:

- There are transmission lines crossing the lease originating from the Benmore Power Station.
- There is a television transmitter located at about NZMG H39 807254.
- The cadastral information indicates there is an airstrip located at about NZMG H40 775175.
- There is a discrepancy between the fenced and legal boundary along the southeast corner in the southern portion of the property.

7. Details of any neighbouring Crown or conservation land

Neighbouring Crown Land is detailed as follows:

	Legal Description	Status	Owner/Lessee
North	Crown Land (Marginal Strip)	Marginal Strip	Department of Conservation
South	Part Run 743	Pastoral Lease (Otematata Station)	Otematata Station Limited
East	Part Run 745	Pastoral Lease (Rostrievor)	IA, CJ, RM & AH Munro
	Part Run 160C	Electricity Works (Gazette 1969 P1512)	IA, CJ, RM & AH Munro
West	Crown Land (Marginal Strip)	Marginal Strip	Department of Conservation
	Section 3 Block V Benmore Survey District	Recreation Reserve (Gazette 1977 P2268)	KJ & SR Anderson
Internal	Crown Land (Marginal Strip)	Marginal Strip	Department of Conservation

File records indicate that Section 3 Block V Benmore Survey District is land that immediately adjoins the pastoral lease and is occupied by the holder. Inclusion of this land in the tenure review would allow continuity of management:

There is no indication that the residue should be included in the review.

8. Summarise any uncompleted actions or potential liabilities:

- This lease is subject to two special provisions granting rights of use over parts of the property. Runs 742 and 745 have rights, when required by the Commissioner of Crown Lands, to Easements to convey water over the subject lease. Runs 745, 742, 743 and 322D together with any other persons or bodies who require its use in connections with farming or allied operations are permitted to use the airstrip indicated on SO Plan 13784 and located at about NZMG H40 775175. A copy of the historic title is attached as Schedule B to this report.
- Gazette Notice 353382 proclaims part of the lease to be road (1.9498 hectares); this area has not been deducted from the total lease area. The Regional Regulatory – Survey has advised that the Computer Interest Register is correct and reflects the lease issued in July 1965. It is not intended to update the lease until there is a new title issued. Copies of the current title and Gazette Notice 353382 are attached as Schedule C to this report.
- There is a Land Improvement Agreement in operation on the lease. A copy of the agreement is attached as Schedule D to this report.
- The proposed easement (DP 27135) has yet to be granted. A copy of DP 27135 is attached as Schedule E to this report.

- SO 22802 shows transmission lines in existence over the property. There is no indication of a formalised easement over the lease. A copy of SO 22802 is attached as Schedule F to this report.

Schedule A – Land Status Report

OPUS INTERNATIONAL CONSULTANTS LIMITED

DUNEDIN OFFICE OFFICIAL INFORMATION ACT"

Project Number 6NLITR.02/ 236YD

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

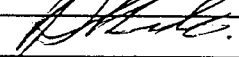


This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50269 dated September 2001 and is undertaken for the purposes of Tenure Review in terms the Crown Pastoral Land Act 1998.

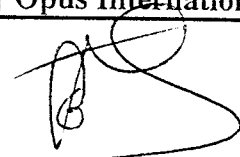
LAND STATUS REPORT for Bog Roy Tenure Review				LIPS Ref 12567
Property	1	of	1	

Land District	Otago
Legal Description	Part Run 744 situated in Benmore and Gala Survey Districts and Sections 6, 7 and 8, Block III, Gala Survey District.
Area	2860.2309 hectares
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease P.310
Instrument of title / lease	OT2D/450
Encumbrances	Subject to: - 1. Transfer 325135 rights to convey water (subject and appurtenant rights). 2. 843125 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941.
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	5/3/2002
[Certification Attached]	

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

Peer reviewed by G Patrick

 05/ 03 /2002

LAND STATUS REPORT for Bog Roy Tenure Review				LIPS Ref 12567
Property	1	of	1	

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 under the Land Act 1948 subject to Pastoral Lease OT2D/450



Max Haydn Warburton
Chief Surveyor
Land Information New Zealand, Dunedin.

514 /2002

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. While the Chief Surveyor was requested to identify Marginal Strip requirements for renewal in 1998 there is no evidence that this was completed. The Crown Land Reserved from Sale created under Section 58 of the Land Act 1924 along Lake Benmore and Corbies Creek is now deemed to be a marginal strip of the same width (s. 24(3) Conservation Act 1987 effective date 10/4/90) the boundaries of the marginal strip do not change (s.24G (7) Conservation Act 1987).
- The area shown on Computer Interest Register OT2D/450 is over stated. Gazette notice ~~336865~~ 353382 proclaims part of the lease to be taken for road [4 acre 3 roods 10.9 perches] 1.9498 hectares; this area has not been deducted from the total.
- The legal description of Run 744 should be part Run 744, because portions of road have been taken out of this lease.
- Topographic information indicates that there is a Television installations located on the northwestern most peak of this lease. No evidence has been found that any agreement with the Crown has been entered into to formalise this occupation.
- DP 27135 is a plan of easement over Section 7 Block III Gala Survey District. This defines a proposed easement [under section 60(1) of the Land Act 1948

LAND STATUS REPORT for Bog Roy Tenure Review				LIPS Ref 12567
Property	1	of	1	

	<p>for a proposed fibre-optic cable], Grantee Meridian Energy New Zealand. The file shows that this easement has not been granted.</p> <ul style="list-style-type: none"> • SO 22802-shows transmission lines in existence or under construction at 31 December 1987 over this land.
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LAND STATUS REPORT for Bog Roy Tenure Review				LIPS Ref 12567
Property	1	of	1	

Research Data: Some Items may be not applicable

SDI Print Obtained	Yes
NZMS 261 Ref	H39, H40
Local Authority	Waitaki District Council
Crown Acquisition Map	1848 Kemp Purchase
SO Plan	<p>SO 24842- Plan of Nohoanga Entitlement. (Will be granted over Part of Section 3, Block V, Benmore Survey District (adjoining land) pursuant to Section 256 of the Ngai Tahu Claims Settlement Act 1998 Allocation Plan MN 246 (SO 24711) [June 1998]</p> <p>SO 24711- Lake Benmore [Otamatapaio Reserve] Area referred to in the Deed of Settlement for the Ngai Tahu Claim. [November 1997]</p> <p>SO 23835-Plan of Marginal Strips for adjoining Lease P 343 [May 1992].</p> <p>SO 22802-Plan of transmission lines existing or under construction at 31 December 1987 [February 1988]</p> <p>SO 16563- Plan of Road to be Closed and Land to be Taken for road situated in Benmore Gala Survey District.</p> <p>SO 16157-Plan of Section 2, Block III, Gala Survey District [November 1862]</p> <p>SO 13784- Plan of Run 744 (part) Blocks II, III, VI & VII Gala Survey District. [July 1965].</p> <p>SO 13785- Plan of Section 1 Block V Benmore Survey District, Run 745 and Run 744 (part) Gala & Benmore Survey Districts. [August 1965]</p> <p>SO 13822- Topographical plan of part Runs 744 & 745 [October 1965]</p> <p>SO 3337-Plan of Crown Land to be granted to the University of Otago under Section 87 of the ROLD Act 1915 and Section 94 of the ROLD Act 1917 [August 1916]</p> <p>DP 27135- Plan of easement over Section 7</p>

LAND STATUS REPORT for Bog Roy Tenure Review		LIPS Ref 12567
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	Block III Gala Survey District. [March 1998]
Relevant Gazette Notices and / or Computer interest register.	353382 [Gazette 1970 page 522] Gazette Notice of land proclaiming as road and road closed and incorporated into an adjoining Crown Lease in Block III, Gala Survey District.
CT Ref / Lease Ref	OT2D/450
Plan Index	Benmore SO's 13784, 13785, 13822, 16563. Gala SO's 13785, 13822, 16563, 13784.
Legalisation Cards	SO 16563- not available SO's 13784, 13785-no card
Statutory Actions (Landonline)	Nothing found
LR	Confirms pastoral status
Allocation Maps (if applicable)	LIPS, Other SOE's and DOC maps- searched no allocated land found
VNZ Ref - if known	Not known
Crown Grant Maps	Not applicable
If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58]	a) Sec 58
b) Date Created	b) 1 July 1965 commencement of this lease
c) Plan Reference	c) SO 13785

LAND STATUS REPORT for Bog Roy Tenure Review				LIPS Ref 12567
Property	1	of	1	

Research – continued

If Crown land – Check Irrigation Maps.	Searched nothing found
Mining Maps	No lodged mining applications found.
<p>If Road</p> <p>a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989</p> <p>b) By Proc</p>	<p>a) SO Plan not applicable</p> <p>b) Proc Plan</p> <p>c) Gazette Ref</p>
<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.</p> <p>c) Lake Benmore is subject to a Statutory Acknowledgement in terms of the Ngai Tahu Claims Settlement Act 1998. There is a Nohoanga site that adjoins this Pastoral Lease. It is over part of the Otamatapaio Recreation Reserve being part of Section 3 Block V Benmore Survey District more particularly shown on SO 24711.</p> <p>c) 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 1848 Kemp Purchase.</p> <p>[The land was Oamaru Harbour Board endowment land by virtue of the Oamaru Harbour Board Acts 1876 and 1881. The 1876 Act sets out certain parcels of land for endowment for Oamaru Harbour Board. Reference made to Otago Harbour Board Ordinance 1874. Any land reserved under that act was subject to licences and leases for pastoral or other purposes, such land to be dealt with under the Otago Waste Land Act 1872 and any act amending the same. The Crown owns mines and minerals because the endowment is considered to be a public work, and the retrospective effects of S19 Public Works Act 1928 apply. Also S10 Crown Minerals Act 1991.]</p> <p>d)</p>

Schedule B – Copy of the Historic Title



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Historical Search Copy

R.W. Muir
Registrar-General
of Land

Identifier **OT2D/450**
Land Registration District **Otago**
Date Registered 09 August 1966 10:54 am

Part-Cancelled

Type	Lease under s83 Land Act 1948	Term	33 years commencing on the 1st day of July 1965 and renewed for a further 33 years commencing on the 1.7.1998
Area	2862.1807 hectares more or less		

Legal Description Run 744 and Section 6-8 Block III Gala
Survey District

Original Proprietors

Kenneth John Anderson and Susan Rowley Anderson as to a 49/100 share
David Kenneth Anderson as to a 51/100 share

Interests

Subject to a right to convey water over part herein appurtenant to Run 745 (CT OT3A/513) and Run 743 (CT OT2C/586) created by Transfer 325135 - 19.3.1968 at 2.30 pm

Appurtenant hereto is a right to convey water over part Run 745 (CT OT3A/513) and part Run 160C created by Transfer 325135 - 19.3.1968 at 2.30 pm

353382 Gazette Notice proclaiming as road parts of the within land (4a 3r 10.9p) - 8.4.1970 at 2.42 pm

785992.6 Mortgage to The Rural Bank Limited - 16.8.1991 at 9.22 am

843125 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 23.11.1993 at 9.35 am

896130.2 Variation of Mortgage 785992.6 - 23.11.1995 at 10.00 am

896130.3 Mortgage of the share of David Kenneth Anderson to Kenneth John Anderson and Susan Rowley Anderson - 23.11.1995 at 10.00 am

964386.1 Memorandum renewing the within term and fixing (for the first 11 years) the annual rent at \$3,300 calculated on a rental value of \$220,000 - 22.3.1999 at 9.00 am

Form 8a UNDER THE OFFICIAL INFORMATION ACT

L. S. Ref. No. P.310

PART - CANCELLED
PART TAKEN BY GAZETTE
NOTICE

Entered in the Register-book, the

9th day of August

No. 2D/450

REGISTERED IN THE LAND REGISTRY
OFFICE BUT NOT UNDER THE LAND
TRANSFER ACT.

Pastoral Lease under the Land Act 1948

REGISTER

Assistant Land Registrar

This Deed, made the 25 day of May 19 65 between HER MAJESTY THE QUEEN
(hereinafter referred to as "the Lessor") of the one part, and DUNCAN ARCHIE URE ANDERSON of
Otematata, Farmer,

(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 7,070 acres
more or less, situated in the Land District of Otago, and being Run 744 Benmore and
Gala Survey Districts

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

For plan see next page.

DISCHARGED
276166 Statutory Land Charge
pursuant to the Statutory Land
Charges Registration Act 1928 -
30.6.1967 at 10.40am.

A.L.R.

Part of the land within the
within land is now known as
Section 3 Block V Benmore S.D.
See New Appellation 474073/4

A.L.R.

✓ 325135 Transfer granting the right to
convey water over part within land
(a) appurtenant to Run 745 (3A/513)
to Alexandria Hannah Munro
(b) appurtenant to Run 743 (2C/586)
to Otematata Station Limited -
19.3.1968 at 2.30pm

A.L.R.

Appurtenant hereto is a right to convey
water over part Run 745 (3A/513) and
part Run 160c created by Transfer 325135.

DISCHARGED
349058 Compensation Certificate pursuant
to Section 17 of the Public Works
Amendment Act 1948 at 12.1969 at 11.30am

A.L.R.

353382 Gazette Notice proclaiming as
road parts of the within land (4 acres
3 roods 10.9 perches) and proclaiming
as closed parts of the road passing
through or adjoining the within land
hatched black on the diagram herein
(2 acres 2 roods 16.4 perches) which are
now known as Sections 6, 7 and 8 Block
III Gala District and incorporating the
said Sections in the within Lease
subject to charge 276166 - 8.4.1970 at
2.42 pm

A.L.R.

No. 2D/450

~~RELEASED UNDER THE OFFICIAL INFORMATION ACT~~
 TO HOLD the said premises intended to be hereby demised
 into the Lessee for the term of 33 years, commencing on the 1st day of July 19 65, together
 with the period between the date of this lease and the aforesaid 1st day of July 19 65, YIELDING
 a. paying therefor unto the Department of Lands and Survey at Dunedin the annual
 rent of £270. -- 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 £-----
 (which has already been paid) and thereafter by ----- half-yearly instalments of £----- on the 1st
 day of January and the 1st day of July in each and every year.

AND the Lessee doth hereby covenant with the Lessor as follows:

1. THAT without derogating from or restricting the covenants contained and implied in this lease and on the
 part of the Lessee to be performed or complied with the Lessee will not at any time during the said term de-
 pasture on the land hereby demised more than 2,450 sheep which number shall not include more than 1,750
 breeding ewes nor more than ----- cattle which number shall not include more than ----- breeding
 cows PROVIDED HOWEVER that the Lessee may with the prior written consent of the Land Settlement Board
 carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the
 right of the Land Settlement Board to revoke or vary such consent at any time.

2. That the Lessee will at all times farm the land hereby demised in a manner to promote soil conservation and
 prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1941.

AND it is hereby agreed and declared by and between the Lessor and Lessee:

THAT pursuant to the provisions of the Noxious Animals Act 1956 officers and employees of the New Zealand
 Forest Service and other authorised persons 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 Service is charged with the duty of ex-
 terminating or controlling, or for the purpose of destroying any such animals: Provided that such officers,
 employees and other authorised persons in the performance of the said duties shall at all times avoid undue
 disturbance of the Lessee's stock.

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pastoral
 land under section 66 of the Land Act 1948, and the provisions of the said Act and of the regulations made there-
 under 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.

(a) That the Lessee will when required by the Commissioner of Crown Lands execute
 on such terms and conditions as may be prescribed by the Lessor any Grants of
 Easements necessary for the right to convey water originating in Corbies Creek
 to the adjoining Run 743, Gala and Turnagain Survey Districts being the land
 comprised in Pastoral Lease No. P.305, registered in register book volume 2C
 folio 586, and Run 745 Gala and Benmore Survey Districts being the land
 comprised in Pastoral Lease No. P.309.

SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN

(b) That the Lessee will permit the use of the airstrip the position of which
 is shown on S.O. Plan 13784 deposited in the office of the Chief Surveyor,
 Dunedin, by the registered Lessees of Run 745 Gala and Benmore Survey Districts,
 Runs 742 and 743 Gala and Turnagain Survey Districts, Run 322D Benmore, Gala
 and Hawkdun Survey Districts and to other persons or bodies who require the
 use of this airstrip in connection with farming or allied operations.

IN WITNESS whereof the Commissioner of Crown Lands for the said Land District, on behalf of the Lessor, has hereunto set
 his hand, and these presents have also been signed by the said Lessee.

Assistant

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

Witness:

Occupation:

Address:

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

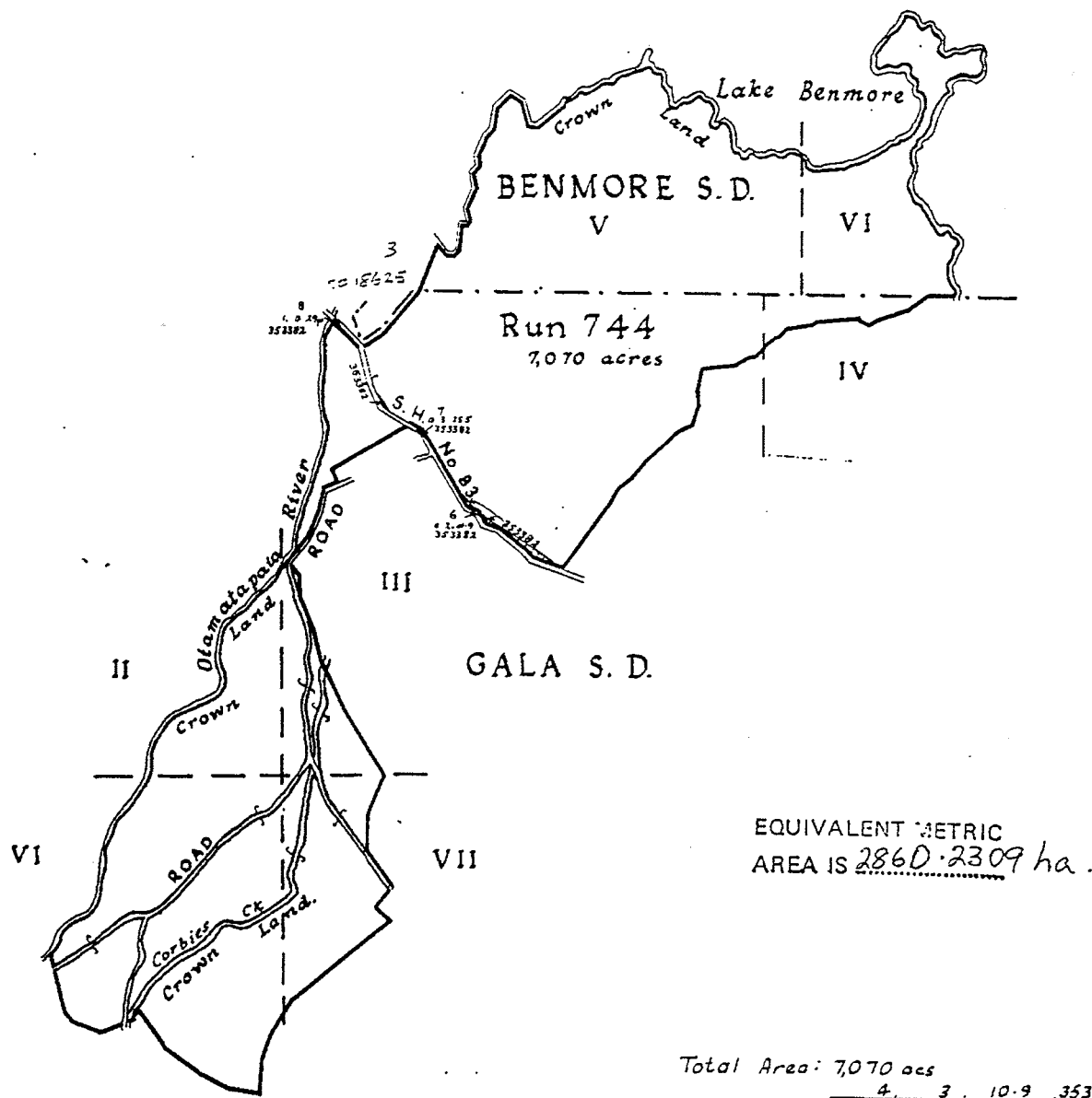
Witness:

Occupation:

Address:

Assistant Commissioner of Crown Lands.

Lessee.



Total Area: 7,070 aces

4	3	10.9	.353382
7,065	0	19.1	
7	2	16.4	353382
7,067	3	03.3	

Scale: 80 chains to an inch.
1160.

S.O.s 13784, 13785.

353382 ~~Notice of Statutory Land~~
 "RELEASED UNDER THE OFFICIAL INFORMATION ACT"
 Charge pursuant to the Statutory
 Land Charges Registration Act 1928
 3.6.1967 at 10.40am

ne Hayero
 A.L.R.

353382 Gazette Notice proclaiming as
 road parts of the within land (4 acres
 3 roods 10.9 perches) and proclaiming
 as closed parts of the road passing
 through or adjoining the within land
 hatched black on the diagram herein (2
 acres 2 roods 16.4 perches) which are
 now known as Sections 6, 7 and 8 Block
 III Gala District and incorporating the
 said Sections in the within lease
 subject to charge 276166 - 8.4.1970 at
 2.42 pm.

[Signature]
 A.L.R.

484954 Gazette Notice hereby declares Section 3
 to be set apart as a reserve for
 recreation purposes dated this 8th day of
 August 1977 - 16.9.1977 at 10.36 am

[Signature]
 A.L.R.

The outstanding duplicate having been
 declared lost a provisional Pastoral
 Lease has been issued this 29th day of
 March 1978.
 See Declaration of Loss 492095

OBSCLETE

[Signature]
 A.L.R.

495916/1 Transmission to James Bruce
 Anderson of Geraldine, Farm Manager
 and Brian Maxwell Johnstone of Gisborne
 Company Representative as Executors
 entered 10.5.1978 at 9.16 am

OBSCLETE

[Signature]
 A.L.R.

495916/3 Transfer to Kenneth John
 Anderson of Omarama, Farmer, Susan
 Rowley Anderson his wife and Robert
 Cameron White of Dunedin Chartered
 Accountant - 15.1.1978 at 9.16 am

OBSCLETE

20/450(3)

2 DEEDS
 PASTORAL LEASE

C.C.L.

9 AUG 1966

Page: 10.54
 Page: 1
 Abstract No. 131

DISCHARGED
 495916/1 Mortgage to The Rural Banking
 and Finance Corporation of New Zealand
 - 10.5.1978 at 9.16 am
 A.L.R.

[Signature]
 A.L.R.

496214/1 Mortgage to The National
 Bank of New Zealand Limited
 - 10.5.1978 at 9.41 am

[Signature]
 A.L.R. 1/6/78

496214/2 Mortgage to Violet Rowley
 - 10.5.1978 at 9.41 am

[Signature]
 A.L.R.

497306/1 Mortgage to Violet Rowley
 Smith - 1.6.1978 at 9.41 am

[Signature]
 A.L.R.

497306/2 Mortgage to The National
 Bank of New Zealand Limited -
 1.6.1978 at 9.41 am

[Signature]
 A.L.R.

DISCHARGED
 518619/1 Mortgage to The Rural Banking and
 Finance Corporation of New Zealand -
 2.7.1979 at 1.31 pm

[Signature]
 A.L.R.

518619/2 Mortgage to The Rural Banking and
 Finance Corporation of New Zealand -
 2.7.1979 at 1.31 pm

[Signature]
 A.L.R.

518619/3 Memorandum of Priority ranking
 Mortgage 518619/1 as third Mortgage and
 Mortgage 518619/2 as fourth Mortgage and
 Mortgage 497306/2 as fifth Mortgage -
 2.7.1979 at 1.31 pm

[Signature]
 A.L.R.

535418 Mortgage to The Rural Banking and
 Finance Corporation of New Zealand - 28.5.1980
 at 10.36 am

[Signature]
 A.L.R.

562801/2 Mortgage to The Rural Banking and
 Finance Corporation of New Zealand -
 1.10.1981 at 10.40 am

[Signature]
 A.L.R.

C.F. 2D/450

618963/3 Mortgage to The Rural Banking
and Finance Corporation of New Zealand
- 27.7.1984 at 10.30 am

A.L.R.

618963/4 Memorandum of Priority ranking
Mortgage 618963/3 as first mortgage
Mortgage 518619/2 as second mortgage
and Mortgage 497306/1 as third mortgage
and Mortgage 535448 as fourth mortgage
and Mortgage 562801/2 as fifth mortgage
- 27.7.1984 at 10.30 am

A.L.R.

785992/4 Transfer to Kenneth John
Anderson of Omarama farmer (as to
a 9/10ths share) and Susan Rowley
Anderson his wife (as to a 1/10th
share) as tenants in common in the
said shares - 16.8.1991 at 9.22
am

D.L.R.

785992/5 Transfer to Kenneth John
Anderson of Omarama farmer and Susan
Rowley Anderson his wife - 16.8.1991
at 9.22 am

D.L.R.

785992/6 Mortgage to The Rural Bank
Limited - 16.8.1991 at 9.22 am

D.L.R.

785992/7 Memorandum of Priority
ranking Mortgage 785992/6 as first
mortgage and Mortgage 497306/1 as
second mortgage - 16.8.1991 at
9.22 am

D.L.R.

843125 Land Improvement Agreement under
the Soil Conservation and Rivers Control
Act 1941 - 23.11.1993 at 9.35 am

A.L.R.

896130/1 Transfer to Kenneth John Anderson
and Susan Rowley Anderson both of Omarama
Farmers (jointly inter se as to a 49/100th
share) and David Kenneth Anderson of Omarama
Farmer (as to a 51/100th share) as tenants
in common in the said shares - 23.11.1995 at
10.00am

A.L.R.

896130/2 Variation of Mortgage 785992/6 -
23.11.1995 at 10.00am

A.L.R.

896130/3 Mortgage of his 51/100th share
David Kenneth Anderson to Kenneth John
Anderson and Susan Rowley Anderson -
23.11.1995 at 10.00am

A.L.R.

964386.1 Memorandum renewing the term of
the within lease for a further period of
33 years commencing on the 1.7.1998 and
fixing (for the first 11 years) the annual
rent at \$3,300 calculated on a rental
value of \$220,000
22.3.1999 at 9.00

for RGL



Schedule C – Copies of the Current Title and Gazette Notice 353382



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy

R.W. Muir
Registrar-General
of Land

Identifier **OT2D/450**
Land Registration District **Otago**
Date Registered **09 August 1966 10:54 am**

Part-Cancelled

Type	Lease under s83 Land Act 1948	Term	33 years commencing on the 1st day of July 1965 and renewed for a further 33 years commencing on the 1.7.1998
Area	2862.1807 hectares more or less		

Legal Description Run 744 and Section 6-8 Block III Gala
Survey District

Proprietors

Kenneth John Anderson and Susan Rowley Anderson as to a 49/100 share
David Kenneth Anderson as to a 51/100 share

Interests

Subject to a right to convey water over part herein appurtenant to Run 745 (CT OT3A/513) and Run 743 (CT OT2C/586) created by Transfer 325135 - 19.3.1968 at 2.30 pm

Appurtenant hereto is a right to convey water over part Run 745 (CT OT3A/513) and part Run 160C created by Transfer 325135 - 19.3.1968 at 2.30 pm

353382 Gazette Notice proclaiming as road parts of the within land (4a 3r 10.9p) - 8.4.1970 at 2.42 pm

785992.6 Mortgage to The Rural Bank Limited - 16.8.1991 at 9.22 am

843125 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 23.11.1993 at 9.35 am

896130.2 Variation of Mortgage 785992.6 - 23.11.1995 at 10.00 am

896130.3 Mortgage of the share of David Kenneth Anderson to Kenneth John Anderson and Susan Rowley Anderson - 23.11.1995 at 10.00 am

964386.1 Memorandum renewing the within term and fixing (for the first 11 years) the annual rent at \$3,300 calculated on a rental value of \$220,000 - 22.3.1999 at 9.00 am

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

CDE_515 - Request Manual Copy			
Document Type:	Instrument	Request Id:	35875
Reference Number:	353382	User Id:	Kirkou
Land District:	Otago	Request Date:	22/01/2002 16:40:22
Method of Delivery:	Post	Client Reference:	GNEI18.02/236Y9
Requested By:	JOHN KIRK	Status:	Pending
<input type="checkbox"/> Certified Copy			
Comments:	BOG ROY-OT2D/450-GAZETTE NOTICE PROCLAIMING ROAD		
Delivery Details			
Firm:	Epus International Consultants Ltd - Dunedin		
Primary Contact:	Mr Robin Whelan		
Street:	Private Bag 1913		
Town:	Dunedin		
Country:	New Zealand		
Postcode:			
Fax Number:	03 474 8995		
Esc...		OK	Cancel

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

353384



MWP_0015054

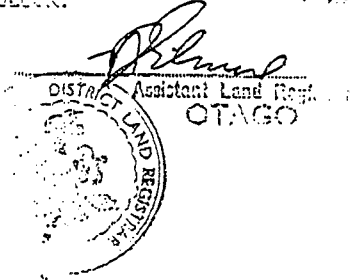
NOTIFIED BY THE DISTRICT LAND REGISTRY

20/04/70 276/66

(Index)

2.42 block.

8 APR 1970



21/4/70

34/5/73

LAND & DEEDS
Nature: <i>J.A.M.R.</i>
Firm: <i>MSW</i>
8 APR 1970
Time: <i>2.42</i>
Page: <i>1</i>
Contract No. <i>65</i>

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

Extract from N.Z. Gazette, 25 March 1970, No. 19, page 522

*Land Proclaimed as Road and Road Closed and Incorporated
into an Adjoining Crown Lease in Block III, Gala Survey
District*

PURSUANT to section 29 of the Public Works Amendment Act 1948, the Minister of Works hereby proclaims as road the land described in the First Schedule hereto; and also hereby proclaims that the road described in the Second Schedule hereto is closed and shall when so closed be incorporated in pastoral lease P. 310, recorded in register book No. 20/450, Otago Land Registry, held from Her Majesty the Queen by Duncan Archie Ure Anderson, of Otamatata, farmer, subject to statutory land charge 276166, Otago Land Registry.

FIRST SCHEDULE

OTAGO LAND DISTRICT

ALL those pieces of land situated in Block III, Gala Survey District, Otago R.D., described as follows:

A. R. P. Being
2 2 14.5
0 3 2.9
1 0 23.4
0 1 10.1

Parts Run 744; coloured blue on plan.

SECOND SCHEDULE

OTAGO LAND DISTRICT

ALL those pieces of road situated in Block III, Gala Survey District, Otago R.D., described as follows:

A. R. P. Adjoining or passing through
0 2 1.9
0 3 25.5
1 0 2.9

Run 744; coloured green on plan.

As the same are more particularly delineated on the plan marked M.O.W. 22697 (S.O. 16563) deposited in the office of the Minister of Works at Wellington, and thereon coloured as above-mentioned.

Dated at Wellington this 3rd day of March 1970.

JOHN RAB, for the Minister of Works.

(P.W. 72/83/16/0; D.O. 72/83/16/0/0)

A. R. SPENCER, Government Printer, Wellington, New Zealand.

Plan with
GN 336865

Schedule D – Land Improvement Agreement

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

CDE_S15 - Request Manual Copy			
Document Type	Instrument	Request Id	35326
Reference Number	843125	User Id	jkirkdu
Land District	Otago	Request Date	22/01/2002 16:43:13
Method of Delivery	Post	Client Reference	6NLTIR-02/236YD
Requested By	JOHN KIRK	Status	Pending
<input type="checkbox"/> Certified Copy			
Comments	BOG ROY-OT2D/450-LAND IMPROVEMENT AGREEMENT		
Delivery Details			
Firm	Opus International Consultants Ltd. Dunedin		
Primary Contact	Mr Robin Whelan		
Street	Private Bag 1913		
Town	Dunedin		
Country	New Zealand		
Postcode			
Fax Number	03 474 8995		
Fees		OK	Cancel

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

**LAND IMPROVEMENT AGREEMENT
APPLICATION FOR REGISTRATION**TO: The District Land Registrar
Otago Registry

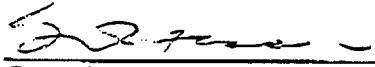
I, BRIAN BURKITT HASELL, Group Manager Corporate Policy of The Canterbury Regional Council, HEREBY CERTIFY that the within is a true duplicate of a Land Improvement Agreement affecting an estate of leasehold in the land described in the Schedule below SUBJECT to the encumbrances therein set out.

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
2860.2309	Part Run 744, Benmore and Gala SD, and Sections 6, 7 and 8 Block III Gala SD	Mortgages 497306/1 and 785992/6	2D/450 L and S Ref P310

of which KENNETH JOHN ANDERSON, Farmer, and SUSAN ROWLEY ANDERSON, Married Woman, both of Omarama 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 19th day of November 1993.


Group Manager Corporate Policy of
The Canterbury Regional Council

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

CANTERBURY REGIONAL COUNCIL

LAND IMPROVEMENT AGREEMENT

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

AGREEMENT made the 22nd day of December 1992, BETWEEN THE CANTERBURY REGIONAL COUNCIL, duly constituted under the Local Government Act 1974 (hereinafter called "the Council") of the one part AND KENNETH JOHN ANDERSON of Omarama, Farmer, and SUSAN ROWLEY ANDERSON of Omarama, his wife (hereinafter called "the Landholder") of the other part

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



"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

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.

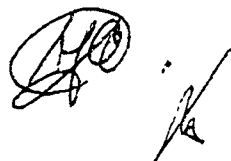
6. THE responsibilities of the parties to carry out the works referred to in Clause 3 hereof and terms and conditions relating to the respective works shall be as follows:

(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.



"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

- (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

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

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 is a debit of \$9606.65 and the Landholder confirms such balance as true and correct.

