

Crown Pastoral Land Tenure Review

Lease name: Brooksdale

Lease number: Pc 126

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.

Copied October 2003

DUE DILIGENCE REPORT
CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

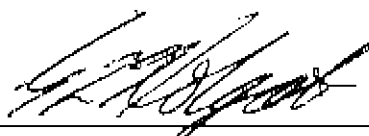
File Ref: Pc 126	Report No: C0029	Report Date: 16 June 2000
Office of Agent: Christchurch	LINZ Case No:	Date sent to LINZ: 11

RECOMMENDATIONS

1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions which require action by the Manager Crown Property Contracts *[or other party]*;
 - (a) Compensation Certificate No. 283109/1 has not been discharged.
 - (b) Compensation Certificate No. A453366.1 has not been discharged.
3. That the Commissioner of Crown Lands or his delegate **note** the following potential liabilities which have been identified as a result of the file search and Land Status Report.
 - (a) The existence of two registered agreements to erect huts (No. T854 and T889).
 - (b) The existence of an informal agreement to allow the Tussock Grasslands and Mountain Lands Institute to carry out research in the Kowai catchment.
4. That the Commissioner of Crown Lands or his delegate **note** the following matters;
 - (a) The formed road to the Porters Height ski field and the Springfield Lime Company Ltd's quarry does not follow the legal alignment.
 - (b) That it is not clear from the file whether the matter of the Craddock/Cridge bach site has been satisfactorily concluded.
 - (c) The existence of a Land Improvement Agreement that may contain obligations which are still relevant.
 - (d) That the Springfield Lime Company Limited and Porter Heights Skifield Limited may have a continuing interest in extracting shingle from the shingle fan 500m south of the Porter Heights gate on SH 73.

ed for Knight Frank (NZ) Limited

P. L. Savage



Consultant

16 / 6 / 2000

Manager

16 / 6 / 2000

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

"DG"

Name:

Date of decision: *23 / 6 / 00*

- fax 24 June 2000

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Details of lease:

Lease Name: Brooksdale
Location: On main West Coast Road (SH.73) 32.1km West of O...
Lessee: William Morris Milliken of Springfield, Farmer and Brian William Stokes of Christchurch. Solicitor.
Tenure: Pastoral Lease
Term: 33 years from 1 July 1969
Annual Rent: \$505.00
Rental Value: n/a - old rental formula based on stock capacity
Date of Next Review: 1 July 2002
Land Registry Folio Ref: Volume 9K, folio 879 - Search copy dated 26 May 2000 appended as Appendix I
Legal Description: Section 1 SO 15245 & Part Run 332 Brooksdale Blocks IV, VII, VIII, XI, XII Coleridge & Blocks I, II, V, VI, IX & X Kowai Survey Districts
Area: 3303.5571 hectares

2. File Search

Files held by Agent on behalf of LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
Pc 126	1	310	1969	460a	15.2.80
Pc 126	2	461	17.4.80	745	2.5.90
Pc 126	3	746	30.11.89	825	3.8.94
Pc 126	4	826	5.10.94	913	5.10.98
Pc 126/1	1	1	20.10.94	32	10.3.99

Other relevant files held by LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
LDS/3/5-1-WCH	1	1	1985	16	28.3.96
40/72/73/14/12-2-WCH	1	-	1989	-	-
5200/D13/B11-DCH	1	1	6.5.94	1	1996
CPL/04/10/12778-ZCH	1	2	6.3.98	15	9.3.00
40/72/73/14/12-1-WCH	1	1	22.5.98	-	30.6.80

3. Summary of lease document: [CL9K/879]

3.1 Terms of lease

3.1.1 Stock limit in lease:

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 depasture any stock on the land hereby demised without the prior written consent of the lessor provided however that this provision shall not apply to the area south of the fenceline between Lake Rubicon and points A and B and point C adjacent to the Kowai River as shown on the plan drawn hereon.

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4 THAT notwithstanding anything to the contrary herein the Lessee is hereby permitted to depasture upon the land hereby leased other than the land defined by the proviso to Clause 1 hereof the following stock for the period each year as specified that is to say:

- 2500 wethers for a period of nine calendar months
- 3000 breeding ewes for three calendar months being also part of the aforesaid nine calendar months
- 25 breeding cows for twelve calendar months

AND the lessee shall not depasture or carry additional stock on the land defined by this clause without the prior written consent of the Lessor in accordance with Clause 1 hereof.

3.1.2 Public access:

3. THAT a free right of way is reserved to the lessor and to the public to pass and repass on foot during the hours of daylight over all that portion of the demised land lying between Lake Rubicon and the Rubicon River.

3.1.3 Commencement:

Date of commencement of lease is 1 July 1969

3.2 Area adjustments:

No. 950613/1 (20.8.91) Area of lease increased by the addition of 94.4000 ha. Total area now 3303.5571 ha

3.3 Registered interests

3.3.1 Mortgages:

No. 893684/2 Perpetual Trust Limited (by transfer no. A455945.1)

3.3.2 Land Improvement Agreement:

No. 284727/1 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1947 - 25.7.1980

3.3.3 Other agreements:

T. 854 The Trust Board of the Canterbury County of the Boy Scouts' Association, right to erect a hut and use certain areas of the within described land - 2 October 1946 (Copy attached in Appendix 2).

T. 889 The Rangiora Youth Recreation Club, right to erect a hut and use certain areas of within described land. - 24 February 1949 (copy attached in Appendix 2)

3.3.4 Compensation certificates:

No. 283109/1: Compensation Certificate pursuant to Sect 17 Public Works Amendment Act 1948 - 15 July 1980 (copy attached in Appendix 2)

No A453366.1 Compensation Certificate pursuant to Sect 14 of the Works Act 1981 - 7 April 2000 (copy attached in Appendix 2)

3.3.5 Mining licence:

No. 983675/1 Mining licence pursuant to the Mining Act 1971 to Springfield Lime Company. Term 42 years commencing 18 March 1992 (copy attached in Appendix 2)

3.3.6 Gazette notice:

No. A131102/1 Gazette Notice acquiring part marked N on SO 16584 for road and vesting it in the Crown as forming part of State Highway No 73. - 26 August 1994

3.4 Unregistered interests

3.4.1 Craddock/Cridge hut site

Sublease of part Run 171 "Brooksdale" (PR 556 - previous pastoral run licence) to John Joseph Craddock for 15 years from 1 March 1969 (refer folios 321 and 323 attached as Appendix 3)

3.4.2 Porter Heights Ski Field

An agreement was entered into between the lessees and Porter Heights Development Ltd to allow the company the right to use the access road over the pastoral lease for period of 10 years from 23 July 1969 (refer folios 314 and 319, Appendix 3).

3.4.3 Tussock Grassland and Mountain Lands Institute hut site

An informal agreement between CCL and Tussock Grasslands and Mountain Lands Institute allowed the Institute to establish a sediment trap and associated research facilities in the upper Kowai catchment from 28 November 1972 (refer folios 344 and 349, Appendix 3).

3.4.4 Recreation permits

There are no current recreation permits over Pc 126. Under the heading 'Other Relevant Information' the Land Status Report refers to a recreation permit application by Glacier Helicopters (RP 60) and notes that there is no conclusion. This appears to be an error in the Land Status Report as there is no record of any application by Glacier Helicopters over Brooksdale pastoral lease.

4. Summarise any Government programmes approved for the lease:

A Land Improvement Agreement dated 14 July 1980 between the North Canterbury Catchment Board and the 'owners' (lessees of the pastoral lease) is registered against the pastoral lease (No. 284727/1 - 25.7.80). This agreement contains a number of obligations on the part of the owners, some of which may still be relevant.

A copy of the Land Improvement Deed (without the Soil and Water Conservation Plan No. 94A) is attached as Appendix 4.

5. Summary of Land Status Report:

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The Land Status Report confirms that the status of the land is Crown Land subject to the Land Act 1948 being balance pastoral lease [9K/879].

The report notes a number of encumbrances and lists the following issues as possibly requiring investigation at the due diligence stage;

- (i) Areas on; SO 16548 partially acted upon.
- (ii) Fencing issues relating to wandering stock onto Lake Lyndon.
- (iii) Fencing issues relating to rationalising the common boundary between "Brooksdale" and "Ben More" (Lake Lyndon area).
- (iv) Porter Heights Ski Field and Springfield Lime Company access, over legal road (SO 11157) not contiguous with the current formation over pastoral licence (sic) 9K/879.
- (v) Wilding pines along the northern shore of Lake Lyndon.
- (vi) DoC notification under section 24(2A) Conservation Act 1987 for wider/marginal strips not confirmed.
- (vii) Pastoral occupation licence 9K/878 effectively has expired. Instruments relating to Brooksdale continue to be added as memorials to the POL.
- (viii) Reconciliation of boundary fencing can only be identified upon survey.
- (ix) Current definition made up of compiled plans and photogrammetric plots (SO 11313 & 15245).

A copy of the Land Status Report (minus attachments) is appended as Appendix 5.

6. Review of topographical and cadastral data:

6.1 Marginal strips:

The property is subject to the provisions of section 58 Land Act 1948 [CL 9K/879 and SO11313]. Other than Lake Lyndon, there are various rivers, streams and a lake clearly depicted on SO 11313 (1969) but with no one chain strip laid off.

In view of the opinion contained in LINZ's letter of 13 November 1997 re 'Lilybank' and Ministerial co-ordinating committee/SOE's paper 271 of 31 March 1987 it would appear that the Section 58 memorial on the lease has no substance unless a chain strip is defined.

6.2 Fenced boundaries v legal boundaries:

The Land Status Report notes that survey will be needed to reconcile the fences with legal boundaries and the current definition compiled for Run 332 (SO 11313 and 15245) is only valid for the existing pastoral lease definition.

There is a note on file regarding a verbal agreement between the lessors of Brooksdale and Ben More to consider a boundary adjustment to rationalise the boundary through the Porter's Pass area where the State Highway bisects the two properties (refer folio 705, Appendix 3). However, no

formal action was ever initiated and the status of the Ben More lease has changed with the recent acquisition of part of the lease by the Department of Conservation.

6.3 Legal roads – formed and paper:

It would appear from the file and the existence of compensation certificates registered against the lease document that some road legalisation works associated with the State Highway have yet to be completed.

The formed road providing access to the Porter Heights Ski Field and the Springfield Lime Company's quarry does not follow the alignment of the legal road.

7. ***Details of any neighbouring Crown or conservation land***

No neighbouring Crown or conservation land has been identified for inclusion in the tenure review at this stage. It is possible that some neighbouring freehold land owned by the holder of the pastoral lease might be identified for inclusion in order to facilitate access.

8. ***Summary of uncompleted actions or potential liabilities***

Several uncompleted actions or potential liabilities have been identified for this pastoral lease as a result of the Land Status check and the file searches. These are summarised as follows;

8.1 **Uncompleted actions**

As at the date of the most recent search of the lease document (26 May 2000), there are two compensation certificates registered against the lease (No.s 283109/1 - 15.7.1980 and A45336.1 - 7.4.2000). These are;

8.1.1. No. 283109/1 relates to the taking of part of the land (2400 m²) and incorporating 1800m² of road (to be closed) into the lease. Folios 462 and 466 refer (Appendix 3). This certificate has not been discharged and therefore remains as an uncompleted action.

8.1.2. No A453366.1 relates to the acquisition of part of the land by the Crown (Transit New Zealand). This certificate has not been discharged and therefore remains as an uncompleted action.

8.2 **Potential liabilities**

8.2.1 Agreements to erect huts

There are two documents registered against the lease that grant rights to erect huts and use certain areas of the land within the lease (T854 and T889). Both agreements record that approval was granted by the Canterbury Land Board.

Agreement 889 provides for the Rangiora Youth Recreational Club to erect a building on a site marked on a plan annexed to the agreement and clause 1 of the agreement states that the consent 'shall subsist so long as the said Estate (of John Milliken) and the Trustees thereof shall continue to be the lessees of that part of Run 171 occupied by the said hut whether under the present Licence or any renewal or renewals thereof.'

We are not aware of the existence of a hut at this location, nor are we aware whether the Rangiora

The Recreational Club still exists.

Agreement 854 provides for a similar agreement in favour of Canterbury County of the Boy Scouts Association i.e., to erect a hut 'for the purpose of mountaineering hiking and other general purpose incidental to the Boy Scout Movement'. The agreement is difficult to read in places and the location of the proposed hut does not appear to be specified in detail.

We are not aware of the existence of a hut for the purpose specified in the agreement.

8.2.2. Craddock/Cridge bach site:

As noted in section 3.4.1 above, the file search revealed a 'sub-lease' agreement between the lessees at the time (Messrs McAlpine and Buchanan) and John Joseph Craddock. The agreement was for a period of 15 years from 1 March 1969 and provided for Mr Craddock to occupy the bach and the immediate precincts. Folio 321 (Appendix 3) is a copy of the agreement and folio 323 is a letter dated 23 October 1969 advising of the approval of this sublease.

The next reference on file is in 1984, when a note for file records that the bach was destroyed by fire and that prior to the fire the building had been transferred to Ronald Mayfield Cridge. The file note (folio 490) recommended that the department not approve the re-erection of the building and the lessee and Mr Cridge were advised of this decision by letter dated 28 September 1984 (folio 495).

An internal memo dated 20 February 1985 (folio 498) refers to Mr Cridge having produced a signed agreement purportedly allowing him to occupy the area for a further period of 10 years from 1 March 1984. The memo notes that this agreement did not appear to have been approved by the CCL. By letter dated 17 April 1985 (folio 500), Mr Cridge was advised that the 'lease' that he had with Brooksdale Station had not been approved and therefore had no legal standing and he was requested to clear the site. There is no further correspondence to indicate whether this request was met.

While it does not appear that there is any current 'approved' sublease over this site, the existence of the previous agreements and the fact that it is not clear whether the matter has been satisfactorily concluded should be noted.

8.2.3 Land Improvement Agreement

As noted in section 4, the Land Improvement Agreement registered against the lease contains obligations on the part of the owner which may still be relevant either for the holder if part of the land within the lease is freehold, or for the Department of Conservation if part of the land were to be designated as land to be restored to Crown control as conservation area.

8.2.4 Porter Heights Ski Field

As noted in section 3.4.2, the lessees' solicitor wrote on 31 July 1969 to advise that the lessees had entered into an agreement with Porter Heights Developments Limited which purported to give the company the right to use the access road to the ski field for a period of 10 years from 1 March 1969 (folio 314). The lessees' solicitor was advised by letter dated 19 August 1969 that as the agreement was virtually a sublease, an application for consent would be required, (including a copy of the agreement) so that consent could be obtained (folio 318).

By letter dated 26 August 1969, the lessees' solicitor provided a copy of the agreement, but there is no further correspondence on file to indicate whether or not consent was granted to the agreement.

As noted in section 6.3 above, the formed road which provides access to the skifield does not follow the legal alignment.

8.2.5 Tussock Grasslands and Mountain Lands Institute hut site

By letter dated 28 November 1972 (folio 349, Appendix 3), the Commissioner of Crown Lands advised the Tussock Grasslands and Mountain Lands Institute that their proposed arrangements for carrying out a study in the Kowai catchment (including a hut site, store shed and telephone line) were 'in order'.

The Tussock Grasslands and Mountain Lands Institute no longer exists and so the ownership of the hut etc. (which still exists) is uncertain. Lincoln University may still have an interest in the hut and associated equipment but no attempt has been made to ascertain this.

8.2.6 Springfield Lime Company Limited - shingle extraction

By letter dated 9 December 1988, Landcorp gave approval for Springfield Lime Company to extract metal from a shingle fan 500m south of the Porter Heights gate on SH 73 between Dry Creek and Lake Lyndon (refer folio 718, Appendix 3).

Further approval to extract gravel from the same site was granted to Springfield Lime Company Limited by the Commissioner of Crown Lands on 24 December 1993 and advised to the applicant by letter dated 10 January 1994 (refer folios 812, and 813, Appendix 3). This consent was to expire 31 December 1994.

The Springfield Lime Company Ltd. may still have an interest in the extraction of gravel from this site.

8.2.7 Porter Heights Skifield Limited - shingle extraction

By letter dated 4 May 1989, Landcorp gave approval for Porter Heights Skifield Ltd to extract 100 cu metres of shingle from the same site (shingle fan approximately 500m south of the Porter Heights gate on SH 73 between Dry Creek and Lake Lyndon) (refer folio 724, Appendix 3).

Porter Heights Skifield Ltd may still have an interest in the extraction of gravel from this site.

8.3 Other comments

Several matters noted in the 'Notes' section of the Land Status Report have not been addressed in detail in this report as they are either not considered to be relevant to tenure review, or they will be dealt with during the tenure review process.

APPENDICES

1. Search copy of lease document
2. Copy of registered agreements T854 and T889, compensation certificates 283109/1 and A453366.1 and mining licence 983675/1

3. Copies of relevant folios from the pastoral lease file
4. Copy of Land Improvement Deed
5. Copy of Land Status Report (minus attachments)

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APPENDIX 1 - Search copy of lease document

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Not registered

SEARCH COPY - 26 MAY 2000

REGISTER Act 1952 REGISTER

Entered in the Registerbook the

NEW ZEALAND

T. & S.—B. 4

Former Ref. Vol. Pt. P. fol. 550

L. Ref. No. P126

1970, at 11:20 o'clock



Land Registrar

9K/879

Pastoral Lease under the Land Act 1948

This Deed, made the 1st day of March 1969 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and John Kenneth McALPINE of Craigieburn, Farmer and Denis Anselan BUCHANAN of Christchurch, Solicitors

(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 7,930 acres more or less, situated in the Land District of Canterbury, and being Run 332 situated in Blocks I, II, V, VI, IX and X Kowai Survey District and Blocks IV, VII, VIII, XI and XII Coleridge Survey District

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

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For Diagram see back

ements, and appurtenances thereto belonging. 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 1969, together with the period between the date of this lease and the aforesaid 1st day of July 1969, YIELDING and paying therefor unto the Department of Lands and Survey at Christchurch the annual rent of £ 505 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 the Lessee doth hereby covenant with the Lessor as follows:

See Over

1. That the Lessee shall not at any time during the said term depasture on the land hereby demised more than sheep which number shall not include more than 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 require the Lessee to remove such stock 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 exterminating 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 thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as such provisions had been fully set out herein.

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SIGNED AND DELIVERED BY THE COMMISSIONER OF CROWN LANDS

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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.

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

Witness: R. D. Kirkman
Occupation: Clark, Land & Survey Dept
Address: Christchurch

Neil J. ...
Commissioner of Crown Lands

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

Witness: J. ...
Occupation: Solicitor

Stuart Alpine
Lessee
Stuart Alpine

1. THAT without derogating from or restricting the covenants contained 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 depasture any stock on the land hereby demised without the prior written consent of the lessor, provided however that this provision shall not apply to the area south of the fence line between Lake Rubicon and points A and B and point C adjacent to the Kowai River as shown on the plan drawn hereon.
3. THAT a free right of way is reserved to the lessor and to the public to pass and repass on foot during the hours of daylight over all that portion of the demised land lying between Lake Rubicon and the Rubicon River.
4. THAT notwithstanding anything to the contrary herein the Lessee is hereby permitted to depasture upon the land hereby leased other than the land defined by the proviso to Clause 1 hereof the following stock for the period each year as specified that is to say:

2500 wethers for a period of nine calendar months
 3000 breeding ewes for a period of three calendar months being also part of the aforesaid period of nine calendar months
 25 breeding cows for a period of twelve calendar months

AND the Lessee shall not depasture or carry additional stock on the land defined by this Clause without the prior written consent of the Lessor in accordance with Clause 1 hereof.

MC
[Handwritten signature]

T.854 Agreement affecting the within Licence granting to The Trust Board of the Canterbury County of The Boy Scouts' Association the right to erect a hut upon and to use certain areas of the within described land - 2.10.1946.

No. 360523/1 Mining Licence pursuant to the Mining Act 1981 - 10-12-1981 at 9.00a.m. (affects part)

[Handwritten signature]
 for A.L.R.

T.889 Agreement affecting the within Licence granting to The Rangiora Youth Recreational Club the right to erect a hut upon and to use certain areas of the within described land - 24.2.1949.

Transmission 504566/1 to Denis Anselan Buchanan, above-named, As Survivor - 27.8.1984 at 11.43a.m.

[Handwritten signature]
 for A.L.R.

[Handwritten signature]
 A.L.R.

Transfer 504566/2 to Denis Anselan Buchanan of Christchurch, Solicitor and William Maurice Milliken of Christchurch, Farmer - 27.8.1984 at 11.43a.m.

No.283109/1 Compensation Certificate pursuant to section 17 of the Public Works Amendment Act 1948 - 15.7.1980 at 9.35 am.

for A.L.R.

Mortgage 534610/2 to Duncan Cotterill Nominees Limited, Pyne Gould Guinness Provident and Superannuation Association Limited and to Pyne Gould Guinness Limited in shares - 8.3.1985 at 11.40am.

DISCHARGED
[Handwritten signature]
 for A.L.R.

No.284727/1 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 25.7.1980 at 9.33 am.

Variation of Mortgage 534610/2 - 18.11.1985 at 10.50a.m.

for A.L.R.

Mortgage 345683/2 to Duncan Cotterill Nominees Limited to Pyne Gould Guinness Provident and Superannuation Association Limited and to Pyne Gould Guinness Limited in shares - 18-9-1981 at 9.20a.m.

[Handwritten signature]
 for A.L.R.

Discharge of Mortgage 534610/2 as to the share of Duncan Cotterill Nominees Limited - 18.11.1985 at 10.50a.m.

[Handwritten signature]
 for A.L.R.

[Handwritten signature]
 for A.L.R.

9K/879

SHEET TWO

REGISTER

Variation of Mortgage 534610/2 - 26.1.1988
at 9.45am

A453366.1 Compensation Certificate under
Section 19 Public Works Act 1981 by Her
Majesty The Queen - 7.4.2000 at 9.00

Adrian leaf
for A.L.R.

Sunder
for RGL

Transfer 771402/3 to William Maurice
Milliken of Springfield, Farmer and Brian
William Stokes of Christchurch, Solicitor
- 27.10.1988 at 9.51am

A455945.1 Transfer of Mortgage 893684/2 to
Perpetual Trust Limited - 28.4.2000 at 2.34

[Signature]
for A.L.R.

[Signature]
for RGL

Variation of Mortgage 534610/2 - 7.6.1989
at 9.29am

[Signature]
for A.L.R.

Mortgage 893684/2 to PGG Trust Limited and
Pyne Gould Guinness Provident and
Superannuation Association Limited -
23.8.1990 at 11.18am

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[Signature]
A.L.R.

No. 950613/1 Certificate of Alteration
adding Section 1 S.O. 15245 containing
94.4000 hectares to the within lease -
20.8.1991 at 10.58am

[Signature]
A.L.R.

No. 983675/1 Mining Licence pursuant to The
Mining Act 1971 Term 42 years commencing on
18.3.1992 - 19.3.1992 at 9.00am (Affects
part)

[Signature]
A.L.R.

No. A122657/1 Compensation Certificate
pursuant to Section 19 Public Works Act
1981 - 11.7.1994 at 9.40am

26
[Signature]
for A.L.R.

No. A131102/1 Gazette Notice acquiring part
marked N on S.O. 16584 for road and vesting
it in the Crown as forming part of State
Highway No. 73 - 26.8.1994 at 1.50pm

[Signature]
for A.L.R.

A380382.1 Transfer of the shares of
Pyne Gould Guinness Provident and
Superannuation Association Limited in
Mortgage 893684.2 to PGC Superannuation
Trustee Limited - 3.12.1998 at 11.40

[Signature]
for DLR

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KOWAI S. D.

Run 332
7950 acres

COLERIDGE S. D.

Porter River
Dry Stream

WEST COAST ROAD

LAKE LYNDON

Rubicon River

LAKE RUBICON

Kowai River

LAND & DEEDS	
Name	P/L
Plan	Coona Lands
Date	17 JUL 1970
Time	11:20 a
Rate	\$2
Ref	5043

METRIC AREA = $3209 \cdot 1571$ ha
 $\pm \frac{94 \cdot 6000}{3303 \cdot 5571}$ ha
 Scale: 1 inch = 1 mile
 For Boundary Distances see S.O. 11313

Pursuant to Section 58 of the Land Act 1948 a strip of land not less than one chain in width along the banks of all rivers and streams which have an average width of not less than 10 feet and around the shore of Lake Rubicon is excluded from the within lease.

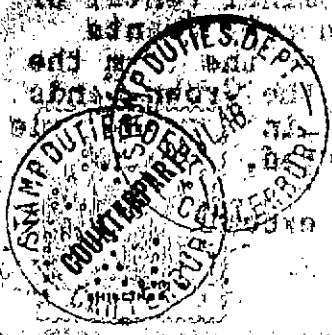
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APPENDIX 2 - Copy of registered agreements T854 and T889, compensation certificates
283109/1 and A453366.1 and mining licence 983675/1

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45



THIS DEED MADE THE 10 day of
 One thousand nine hundred and forty-five
 between GEORGE PROBERT WRIGHT of Christchurch
 and DEAN AUSTIN BUCHANAN of
 Christchurch Solicitor-Trustee in the Estate of the late
 J. M. [Name] Licensor of all that land set out in the First
 Schedule hereto (who and whose and each of whose executors
 administrators and assigns are hereinafter referred to as
 "the Licensor") of the one part AND THE TRUST BOARD OF
THE CANTERBURY COUNTY OF THE BOY SCOUTS ASSOCIATION (which
 together with its successors and assigns is hereinafter
 referred to as "the Licensee") of the other part and such
 term shall also include all persons duly authorized by the
 Licensee to enter upon the premises AND WHEREAS

the Licensee is desirous of erecting upon the land held
 by the Licensor a certain hut for the purpose of maintain-
 ing hiking and other general purposes incidental to the
 Boy Scout Movement NOW THIS DEED WITNESSETH
 that for the consideration hereinafter set out the Licensor
 doth hereby grant and allow to the Licensee the right of
 erecting the said hut and to occupy certain areas of the
 said land more particularly set out in the Second Schedule
 hereto upon the terms and subject to the following
 conditions: THAT the Licensee shall not be entitled to
 the Boy Scouts Association the most direct possible route will
 be taken from the main road to the hut and every endeavor
 will be made to guard against any loss of stock.

Handwritten signature

2. THAT no fires shall be lit by the Licensee on
 tussock covered or bush country. 3. THAT no dogs shall be brought on the property
 of the Licensee.

4. THAT the Licensee shall not be entitled to
 or receive the benefit of this agreement without the
 written consent of the Licensor first had and obtained.
 5. THAT should the Licensee at any time give up
 right of occupation hereby granted, the hut may be used
 employees of the Licensee and shall become the proper
 of the Crown Lands Department.

AND IT IS HEREBY AGREED AND DECLARED that in consid

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Handwritten notes and signatures at the bottom left, including '9.7.07'.

of the foregoing and in the payment of the nominal rental of Ten shillings (10/-) per annum the Licensor hereby grants and leases unto the Licensees for the balance of the term the Licensor may hold the property on lease from the Crown Lands Department the land more particularly set out in the Schedule hereto together with access thereto as indicated.

IN WITNESS whereof these presents have been executed the day and year firstly herebefore written.

PLANNED SCHEDULE
"The Licensor" of the one part AND
THE BOYS SCOUTS ASSOCIATION OF GREAT BRITAIN AND IRELAND
THE BOYS SCOUTS ASSOCIATION OF GREAT BRITAIN AND IRELAND
THE BOYS SCOUTS ASSOCIATION OF GREAT BRITAIN AND IRELAND

SECOND SCHEDULE
All that area of land comprising approximately being an approximately 4000 ft. above sea level near the edge of the permanent snow line for the purpose of erecting an accommodation hut together with access by the most practicable direct route from the road as nearly as indicated on the Sketch Plan below.

SKETCH PLAN
Original Plan of Run 171 attached to original agreement.

THE WITHIN AGREEMENT WAS APPROVED BY THE GOVERNMENT ON THE 8TH MAY, 1945.
The within Agreement was approved by the Government on the 8th May, 1945.

SIGNED by DAVID CROSBIE (Assistant Commissioner for and on behalf of The Trust Board of the Canterbury County of the Boy Scouts Association pursuant to a resolution dated the 26th day of June 1945)
David Crosbie

AGREED to on behalf of the Lands Board of the District of Canterbury in the presence of
Witness: b. s. Jones
Occupation: Clerk, Lands Office
Address: Christchurch

AGREED to by Licensor in the presence of:
Solicitor Clerk

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889

DATED 27th September 1948

TRUSTEES ESTATE LATE JOHN MILLIKEN
TO
RANGIORA YOUTH RECREATIONAL CLUB

C O N S E N T

The within Agreement was approved by the Canterbury Land Board at its meeting on the 9th day of November, 1948.

O. H. Burns
.....
Deputy Commissioner of Crown Lands.

Witness: *G. L. Kendall*
Occupation: *Clerk, Lands Office*
Address: *Christchurch*

Harper Pascoe Buchanan & Upham
Solicitors
Christchurch.



06

Handwritten initials

WE JOHN KENNETH McALPINE of Christchurch Sheepfarmer and DENIS ANSELAN BUCHANAN of Christchurch Solicitor being the Trustees for the time being of the Estate of John Milliken deceased and as such Trustees being the Lessees of Run 171 from His Majesty the King/DO HEREBY CONSENT in consideration of the premises to the erection of a building upon the said Run 171 on the site which shall not exceed in area One rood (1 ro.) as shown on the annexed Plan by the RANGIORA YOUTH RECREATIONAL CLUB and the occupation of the said hut and site by the said Club upon the following terms and conditions:-

1. THIS consent shall subsist so long as the said Estate and the Trustees thereof shall continue to be the lessees of that part of Run 171 occupied by the said hut whether under the present Licence or any renewal or renewals thereof.
2. THE Club will ensure that the said hut and the site thereof are kept neat tidy and clean.
3. THE Club will not transfer assign or part with possession of the said hut without the consent in writing of the Trustees
4. THE Club shall be entitled at any time upon notice in writing to the Trustees to remove the said hut and the contents thereof and all the Club's belongings from the said site and thereupon within one calendar month after such removal shall restore the said site to the condition in which it was before the erection of the said hut thereon.
5. NOTWITHSTANDING anything to the contrary hereinbefore contained if in the sole opinion and discretion of the Trustees the continued occupancy of the said site by the Club is undesirable from the viewpoint of the Trustees as Lessees of Run 171 the Trustees may give one calendar month's notice in writing to the Secretary of the Club for the time being requiring the Club to remove the said hut and contents and belongings from the said site and restore the same to the condition in which it was before the erection of the said hut thereon.

Handwritten initials

6. IN the event of the Club failing to remove the said hut, contents and belongings in pursuance of the said notice within one calendar month, the Club will upon demand in writing made upon the Secretary of the Club for the time being give vacant possession of the said hut and the site thereof to the Trustees.

7. SHOULD the Club after removal of the said hut from the site thereof in pursuance of Clauses 4 or 5 hereof fail to restore the said site to the condition in which it was before the erection of the said hut thereon the Trustees shall be entitled to claim and sue for damages in respect of such failure.

AND WE WILLIAM HENDERSON LANDRETH of Rangiora Teacher and BARBARA ANN TAIT of Rangiora Solicitor's Clerk being the Trustees for the Rangiora Youth Recreational Club do hereby agree to the above terms and conditions as binding upon the said Club and its members

DATED at Christchurch this 27th day of September 1948

SIGNED by the said JOHN KENNETH McALPINE in the presence of:-

John Kenneth McAlpine

SIGNED by the said DENIS ANSELAN BUCHANAN in the presence of:-

Denis Anselan Buchanan

SIGNED by the said WILLIAM HENDERSON LANDRETH in the presence of:-

William Henderson Landreth

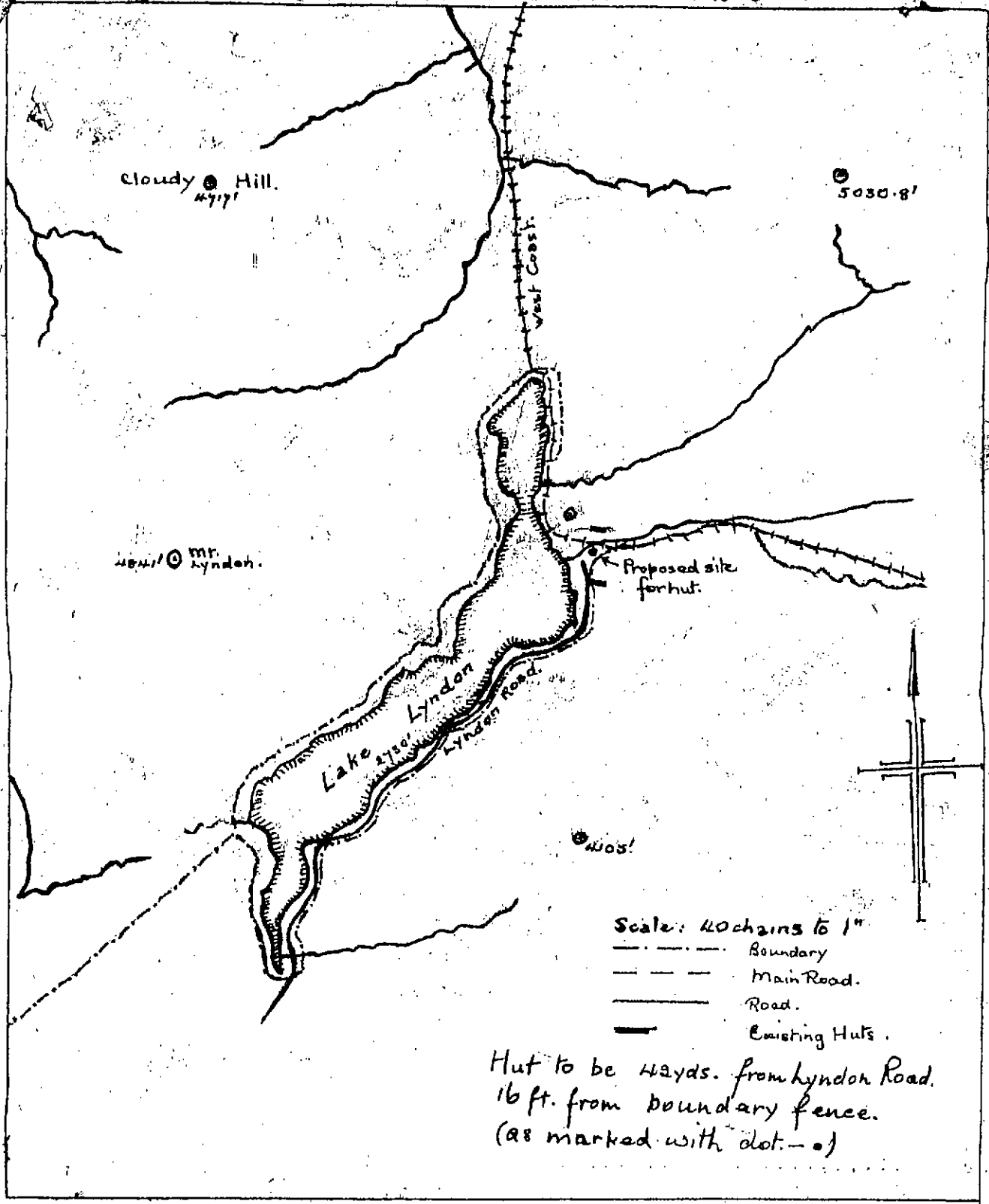
*J. Shuttleworth
Solicitor's Clerk
Rangiora*

SIGNED by the said BARBARA ANN TAIT in the presence of:-

Barbara A. Tait

*J. Shuttleworth
Solicitor's Clerk
Rangiora*

Rangiora Youth Recreational Club - Hut Site.



[Handwritten signature]



Ministry of Works and Development

Compensation Certificate

To the District Land Registrar of the Land Registration District of CANTERBURY

Pursuant to section 17 of the Public Works Amendment Act 1948, this Compensation Certificate is forwarded to you to be deposited in your Registry and a memorial thereof registered against the title to all land affected thereby:

(a) Description of the land affected by the Certificate: All that parcel of land containing 3209.1571 hectares, situated in Blocks I, II, V, VI, IX and X, Kowai Survey District, and Blocks IV, VII, VIII, XI and XII, Coleridge Survey District, being Run 332. All Pastoral Lease 9K/879.

(b) Brief particulars of the Agreement:

Date: 11.7.80

(i) The agreement provides for the Crown taking part of the above described land containing 2400 square metres, subject to survey and incorporating 1800 square metres approximately of road to be closed in the above-mentioned Pastoral Lease.

(ii) Consideration: \$0.10.

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(c) Names and addresses of parties to Agreement (other than Minister):

JOHN KENNEDY McALPINE of Craigburn AND

DENIS ANSELAN BUCHANAN of Christchurch

(d) (i) Place where Copy of Agreement may be inspected: Office of District Commissioner of Works, Ministry of Works and Development, Worcester Street, Christchurch.

(ii) Hours during which a copy of the Agreement may be inspected: 9 a.m. to 11.30 a.m. and 2 p.m. to 4 p.m. on any day when Government Offices are open to the public.

(iii) Reference by which Agreement may be identified: 40/72/73/14/12

This Compensation Certificate is signed by me on behalf of the Minister of Works and Development pursuant to an authority given to me by him.

Dated at Christchurch, this 14th day of July 1980.

Signed by BRIAN CYRIL ROWELL

[Signature]

Person Authorized by the Minister of Works and Development.

In the presence of Witness: Brian Ard

Address: MWD Christchurch

Occupation: Legal Clerk

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Compensation Certificate No.

Correct for the purposes of the Land Transfer Act.

Particulars entered in the Register Book,

Vol. , folio , the

day of 19 , at

o'clock.

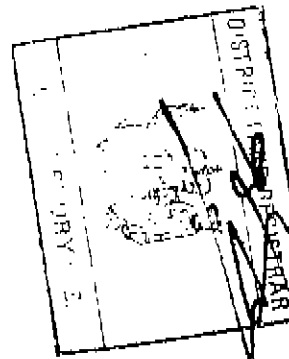
[Handwritten signature]

Authorized Officer.

District Land Registrar.

of the District of

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OFFICIAL INFORMATION ACT



JUL 15 9 35 AM '80

District Land Registry
Christchurch No. 2

283109 /
9K/879 /

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Compensation Certificate Pursuant to Section 19 Public Works Act 1981.

File Reference CPC 99 3707

To the Registrar General of Land
for the Land Registration District of
CANTERBURY

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OFFICIAL INFORMATION ACT

This Compensation Certificate is forwarded to you, pursuant to Section 19 of the Public Works Act 1981. Please deposit it in your Registry and arrange a memorial of it to be registered against the title to all land affected by it.

(a) Description of the land affected by the Certificate: 9K/879
Part Run 332, contained in certificate of title ~~538/255~~ and
Rural Sections 4795, 5368, 5369, 6661, 9111, 9824, 10732, 11378, 14537, 14538, 19176, 19177, 19347, 19350, 21106, 21107, 21108, 21109, 21110, 21111, 21135, 21136, 21177, 21178, 21179, 21180, 21181, 24816, 29752, 31206, 31207, 31208, 31209, 31351, 31810, 31811, 31812, 31813, 31814, 31815, 31816, 31817, 31818, 31819, 31820, 31854, 31855, 31856, 31857, 31858, 31859, 31860, 31861, 31862, 31914, 31915, 31916, 32178, 32179, 32180, 32272, 32273, 32889, 31979, 33889, and 33960 contained in certificate of title 21B/164

Brief particulars of the Agreement:

Date: 3-3-2000

Agreement provides for the acquisition of Part by the Crown (Transit New Zealand).
Consideration \$350.00 and part exchange.

(c) Names and addresses of parties to the Agreement (*other than Minister of Lands*)

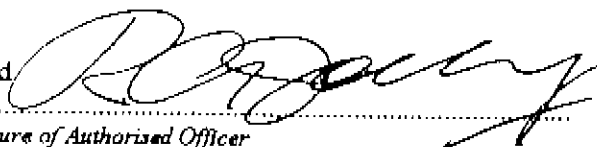
Brian
William Maurice Milliken of Springfield and ~~Brian~~ William Stokes of Christchurch

(d) (i) Place where Copy of Agreement may be inspected: Land Information New Zealand, Mayfair House 44- 52 The Terrace Wellington

(ii) Hours during which a copy of the Agreement may be inspected: 9 a.m. to 4 p.m. on any day when Government Offices are open to the public.

(iii) Reference by which Agreement may be identified: CPC 99 3707

Dated at WELLINGTON this 22ND day of MARCH 2000

Signed 
by: _____
Signature of Authorized Officer

In the presence of: 
Signature of Witness

RONALD ALISTAIR JOLLY

Name and Designation of Authorized Officer (print)
For and on behalf of Her Majesty the Queen and acting pursuant to delegated authority from the chief executive of Land Information New Zealand pursuant to Section 41 of the State Sector Act 1988.

Deborah Flood

Name of witness (print)
Crown Property Clearances
Land Information New Zealand
44 to 52 The Terrace

Occupation of Witness (print)
Wellington

Address of Witness (print)

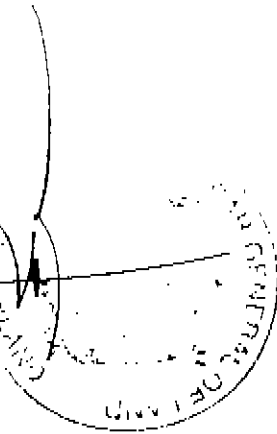
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Compensation Certificate No:

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9. 0 87. APR 00 A 453366 01

PARTICULARS ENTERED IN REGISTER
LAND REGISTER



Particulars entered in the Register Book,

Vol. 9K folio 879
21B 164

the day of '19
at o'clock.

District Land Registrar

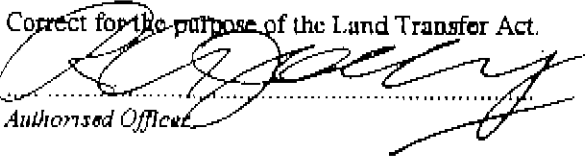
Registrar-General of Land for the District of:

CANTERBURY

**Compensation Certificate
Pursuant to Section 19 Public
Works Act 1981.**

Land Information New Zealand
Toitu te whenua 

Correct for the purpose of the Land Transfer Act.


.....
Authorised Officer

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Centerbury
Land Registry Office

MINING LICENCE.....32.3135.....
Mining Act 1971

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OFFICIAL INFORMATION ACT

LICENSEE: Springfield Lime Company
Main West Road
SPRINGFIELD

FIRST SCHEDULE:

C.T. or Document Reference	AREA	Certified Description of Licence Area
	24,1139 ha approx	<p>CANTERBURY LAND DISTRICT - SELWYN DISTRICT</p> <p>All that area of land being Part Run 332 and Legal Road situated in Block IV Coleridge Survey District as is more particularly shown on plans SO 15278 and SO 18792 attached.</p> <p>"RELEASED UNDER THE OFFICIAL INFORMATION ACT"</p>

TERM: 42 years commencing on the date hereof.
PURSUANT to the Mining Act 1971 the Minister of Energy hereby grants to the above-named licensee the exclusive right to occupy for mining purposes, the land described in the FIRST SCHEDULE hereto for the purpose of mining for the minerals specified in the SECOND SCHEDULE hereto and paying in respect of the minerals mined or drawn pursuant to this licence the royalty at the rate(s) specified in the SECOND SCHEDULE hereto.

This licence is granted for the abovementioned term SUBJECT TO payment of rent at the rate and times prescribed and to the terms, conditions, reservations and provisions set out in the said Act and any regulations for the time being in force thereunder and to the additional terms, conditions, reservations and provisions specified in the THIRD SCHEDULE hereto.

Dated at Wellington this 18th day of March 1992
William John Reilly, Executive Officer, Minerals Prospecting
Signed by and Mining, Energy and Resources Division, Ministry of Commerce
under powers delegated under sections 28 and 41 of the ~~Mining Act 1971~~ Act 1987 and
not revoked at the date of signing. State Sector 1988

WJ Reilly

Licence No. ML 32.3135

RESOURCE ALLOCATION
ENERGY & RESOURCES
DIVISION

Ministry of Commerce Building
33 Bowen Street
P.O. Box 1473,
Wellington,
New Zealand.
Telephone (04) 472 0030
Fax (04) 499 0968

COMMERCE

MINISTRY OF COMMERCE
Te Manatū Raukōhohoko

18 MAR 1992
3203135-00

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REGISTERED

District Land Registrar

Private Bag

Canterbury



APPLICATION 3203135-00 FOR A MINING LICENCE
BY SPRINGFIELD LIME COMPANY

I enclose three copies of this licence signed under delegated
authority.

Could you please record the licence, number each copy,
retain one copy and return two copies to this office
in accordance with Section 140(3) of the Mining Act 1971.


General Manager Energy and Resources Division

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CONDITIONS SET BY THE SECRETARY OF COMMERCE
IN TERMS OF SECTION 104(5) MINING ACT 1971
UNDER A DELEGATION FROM THE MINISTER OF ENERGY
FOR APPLICATION 32 3135 FOR A MINING LICENCE
BY SPRINGFIELD LIME COMPANY
(HEREINAFTER CALLED THE LICENSEE)

1.0 Programme of Work, Expenditure Etc

- 1.1 The licensee shall not carry out mining/quarrying operations by any method other than normal quarrying methods to the satisfaction of the Inspector of Quarries and the appropriate local authority. Any such approval should consider the provisions of the Upper Waimakariri Scenic Corridor proposed by the Selwyn District Council.
- 1.2 Notwithstanding the provisions of the Mining Act 1971, the provisions of the Quarries and Tunnels Act 1982 and Quarries Regulations 1983 shall apply to the working of this licence.

2.0 Reports Required

- 2.1 The total number of copies of each report submitted including those required under Sections 81, 153 and 154 of the Mining Act 1971 and Regulations 12A and 35 of the Mining Regulations shall be three. All copies shall be forwarded to the Secretary of Commerce.

3.0 Safety and Health

- 3.1 All necessary steps shall be taken to ensure the safety of the public and livestock during operations. After completion of operation and before expiry of this licence, the area shall be left in a safe condition.
- 3.2 Where in the opinion of the Inspector of Quarries the site of operations including excavations, faces, dumps, stockpiles, dams, tailings, settling ponds, and machinery operating areas are not intrinsically safe, they shall be adequately fenced and warning signs erected if required by the Inspector of Quarries.
- 3.3 Toxic or noxious substances shall not be discharged or deposited into any watercourse, into the air or on to the surface of the land in concentrations likely to cause damage to health or to the environment.
- 3.4 The use of explosives is not permitted unless approved by the Inspector of Quarries after consultation of the appropriate local authority.
- 3.5 All necessary steps shall be taken to ensure that no fire hazard arises from operations.

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4.0 Hours of Work and Noise

4.1 Noise levels due to mining and ancillary work measured at any occupied building shall:

- a on normal working days during the hours of 7:00 am to 6:00 pm Monday to Friday and 7:00 am to 12:00 noon on Saturdays, the corrected noise level (as defined in New Zealand Standard 6802:1977) not exceed 55 dBA;
- b at other times on normal working days, on public holidays, and on Sundays, the corrected noise level (as defined in New Zealand Standard 6802:1977) not exceed 45 dBA.

5.0 Water

5.1 Unless in accordance with a water right or waterway approval issued under the Water and Soil Conservation Act 1967, or Soil Conservation and Rivers Control Act 1941 mining shall be carried out so that:

- a there is no noticeable alteration to the quality or quantity of natural water;
- b no material is discharged into any watercourse except material excavated from that watercourse;
- c the natural flow of any watercourse shall not be impeded;
- d there shall be no damage to the banks or protection works;
- * a buffer strip no less than ten metres shall be left undisturbed and free from any overburden, soil material or slash between operations and any watercourse or body of water.

6.0 Disturbance to the Environment and Use of the Land and Restoration of the Land and Improvements

6.1 Mining shall be carried out so there is no unnecessary disturbance of or damage to vegetation, wildlife or property.

Any land affected shall be kept stable and free from erosion.

6.2 The licensee shall keep the land occupier informed of proposed work and give them seven days written notice before starting any new work.

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- 6.3 Any buildings, fences, private roads, drains or other improvements affected shall be reinstated as soon as practical to the standards specified in Schedule 4, or if not specified, to the satisfaction of the appropriate local authority.

The licensee shall keep the owner of such improvements informed of proposed work and give them 7 days written notice before any such improvement is interfered with.

- 6.4 The licence area shall be kept in a tidy condition and free from rubbish and scrap material.

- 6.5 Heaps, spoils or any other accessory elements shall, wherever possible, be placed where they are not detrimental to the visual character of the landscape to the satisfaction of the Inspector of Mines and the appropriate local authority.

- 6.6 The licensee shall forward to the Inspector of Quarries and the local Territorial Authority for their approval, annual working plans. These should include the following:

- a a detailed plan for the proposed rehabilitation work to be carried out in the next 12 months.

The plan shall include -

- a soil salvage including details of area, depth, volume and disposition;
- b soil replacement including details of area, depth, volume and source or replaced materials;
- c contouring and grading of earthworks;
- d surface pre-treatment and revegetation;
- e any variation from the approved plans or where a change is required the licensee shall submit to the appropriate local authority for written approval, the reasons for the variations and their impact on the rehabilitation plan.

- 6.7 The plan shall also show proposed excavations relative to the physical features of the site and the legal road bisecting the site.

- 6.8 In planning and carrying out rehabilitation, the licensee shall observe the following goals:

Where soil or overburden materials to be disturbed are capable of sustaining plant growth, sufficient suitable soil or overburden materials must be salvaged for the purpose of soil replacement.

- 6.9 When final pit walls proposed to be left in the rehabilitated landscape, they must be geotechnically stable and at a slope angle that is compatible with the post-development land capability.

As soon as possible after soil (or spoil) replacement, a vegetative cover must be established that is compatible with the post-development land capability. Where possible, genetically appropriate native species shall be used for replacement vegetation cover. The Waitaha Whanau shall be consulted before the final vegetative cover is determined.

- 6.10 The licensee shall undertake such rehabilitation research as may be necessary for effective rehabilitation of the disturbed areas.
- 6.11 The licensee shall make available to the Ngai Tahu Trust Board, a copy of the work programme regarding traditional or cultural sites within the area, before signing by the Inspector of Quarries and the appropriate local authority.
- 6.12 Prior to the first or any subsequent approval of a work programme involving extraction or access from the extreme eastern or western areas of the licence (as shown on the attached map) consultation between the licensee, the landowner, the local territorial authority and the Inspector of Mines shall take place.

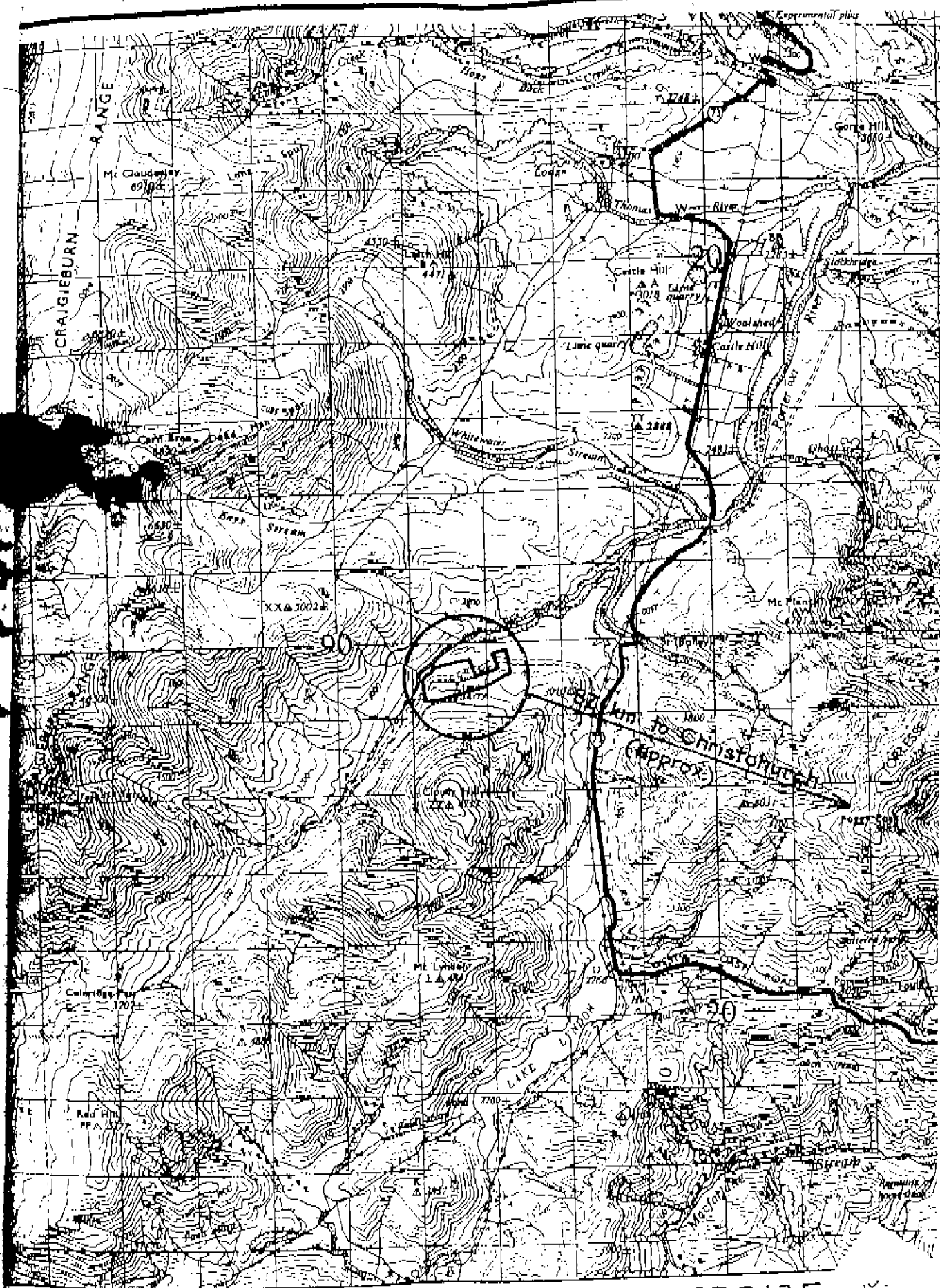
Any such approval should consider the provisions of the Upper Waimakariri Scenic Corridor proposed by the Selwyn District Council and should not have a detrimental effect on the visual aspect of the surrounding country.

7.0 Miscellaneous

- 7.1 The licensee shall be familiar with and abide by the provisions of the Historic Places Act 1980.
- 7.2 Before starting operations, the licensee shall effect public liability insurance for an amount of at least ONE HUNDRED THOUSAND DOLLARS (\$100,000). The insurance shall include cover of damage caused by fire or explosion and costs of firefighting resulting from mining operations.

The licensee shall, if requested, provide the Secretary of Commerce with a copy of the insurance policy and evidence that the policy is in force.

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LOCALITY MAP MINING APPLICATION 373135
Springfield Lime Co. Ltd.

REGION AND DISTRICT Canterbury
LOCAL AUTHORITY Selwyn District

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SCALE: 1:63360

PREPARED BY SKS	FILE 19/1/1
DATE 4/17/85	

The Mining Act 1971

MINING LICENCE No.32.3135.....

Minister of Energy

TO

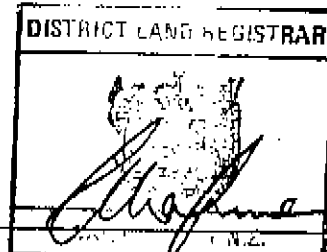
SPRINGFIELD LIME COMPANY

Area

24.1139 Ha approximately

MEMORIALS

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Particulars entered in the Register shown in the Schedule herein on the date and at the time stamped

Diaries/Asst

<i>Registry Of,</i>

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900 74154A
 1982 0 80000
 Pastoral lease
 9/2/87
 9/2/87

APPENDIX 3 - Copies of relevant folios from the pastoral lease file

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- 314 Letter dated 31 July 1969 re licence to Porter Heights Development Limited
- 318 Letter dated 19 August 1969 advising that formal application for consent to agreement should be made
- 319 Letter dated 26 August 1969 (F agreement) re licence to Porter Heights Development Limited
- 321 Letter dated 16 October 1969 re subleasing of cottage site to J J Craddock
- 323 Letter dated 23 October 1969 advising that sublease of cottage site approved
- 344 Letter dated 16 October 1972 re TGMLI research project
- 349 Letter dated 28 November 1972 to TGMLI advising proposed arrangements are in order
- 462 Letter dated 7 May 1980 re proposed realignment at Dry Stream and legalisation at Porter River
- 466 Letter dated 11 July 1980 advising land to be dealt with under Public Works Amendment Act 1948
- 490 Memo dated 16 July 1984 re fire and Craddock/Cridge hut site
- 495 Letter dated 28 September 1984 re Cridge hut site advising consent would not be granted to rebuild
- 498 Memo dated 20 February 1985 re status of sublease over Cridge hut site
- 500 Letter dated 17 April 1985 advising sublease over Cridge hut site has no legal standing
- 705 Note for file re discussions over boundary rationalisation between Brooksdale and Ben More
- 718 Letter dated 9 December 1988 to Springfield Lime Company Ltd re extraction of gravel
- 724 Letter dated 4 May 1989 to Porter Heights Skifield Ltd re extraction of gravel
- 812 Fax dated 24 December 1993 advising of consent to extract gravel
- 813 Letter dated 10 January 1994 to Springfield Lime Company Ltd re consent to extract gravel

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OFFICIAL INFORMATION ACT

HARPER, PASCOE, BUCHANAN
AND PENLINGTON
BARRISTERS & SOLICITORS

GEORGE VINCE PENLINGTON
SOLICITOR GENERAL & COMMISSIONER OF GATHS
FOR ALL AUSTRALIAN STATES AND HIGH COURT
OF AUSTRALIA

DENIS ANSELAN BUCHANAN, LL.B.
NEAL HARKNESS BUCHANAN, B.A., LL.M.
JOHN RAYMOND MILLIGAN, LL.B.

REGISTERED TELEGRAPHIC ADDRESS:
"QUORUM"

314
P.O. BOX 818
TELEPHONE 64-600
(Three Lines)
Third Floor PR 55
National Insurance Building
118 Hereford Street
Christchurch, 1.
NEW ZEALAND

DAB:VM

31st July 1969.

The Commissioner of Crown Lands,
CHRISTCHURCH

Dear Sir,

Re ESTATE LATE JOHN MILLIKEN - RUN 171
(BROOKSDALE)

I am writing this letter on behalf of the Trustees of the Estate of the late John Milliken, to advise that by an Agreement dated the 23rd July 1969, the Trustees have granted to Porter Heights Developments Ltd. a licence for 10 years from the 1st March 1969, to use the existing road up to the ski field. The first portion of this road running in from the West Coast Road, was formed some years ago by the Springfield Lime Co. Ltd., and the extension to the ski field has been formed by the Company.

Yours faithfully,

[Handwritten signature]

For and on behalf of the Trustees Estate late John Milliken.

LANDS & SURVEY
CHRISTCHURCH
- 4 JUL 1969
RECEIVED

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OFFICIAL INFORMATION ACT

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

NW

PR 556

318

62.649
Savage

Private Bag,
CHRISTCHURCH.

19 August 1969.

Trustees Estate J. Milliken,
C/- Messrs Harper Pascoe Buchanan
and Penlington,
Barristers and Solicitors,
P.O. Box 516,
CHRISTCHURCH.

Dear Sirs,

ROAD TO PORTER HEIGHTS SKI FIELD

Thank you for your letter of 31.7.69.

... Please note, however, that as the agreement to use the road is virtually a sublease, formal application should be made on the enclosed forms L&S A1, A3 and A8. Forward the completed forms together with the appropriate fee and copy of the Agreement to Sublease, to this office and I will then seek the consent of the Land Settlement Board.

Yours faithfully,

G. MOLLETT
Commissioner of Crown Lands

per: *PDS.*

Encl:



Refer folio 314.

HARPER, PASCOE, BUCHANAN
AND PENLINGTON
BARRISTERS & SOLICITORS

P.O. BOX 816
TELEPHONE 54-680
(Three Lines)

GERALD FRANGE PENLINGTON
NOTARY PUBLIC AND COMMISSIONER OF OATHS
FOR ALL AUSTRALIAN STATES AND HIGH COURT
OF AUSTRALIA

DENIS ANSELAN BUCHANAN, LL.B.
NEAL HARKNESS BUCHANAN, B.A., LL.M.
JOHN RAYMOND MILLIGAN, LL.B.

REGISTERED TELEGRAPHIC ADDRESS:
"QUORUM"

DAB/JF

26th August 1969

The Commissioner of Crown Lands,
CHRISTCHURCH

Dear Sir,

Ref. P.R. 556/2410.
Attention Mr. SEVAGE

Estate late John Milliken & Porter
Heights Ski-field Ltd.

With reference to your letter of the
19th August, as arranged we now enclose
true copy of Licence herein for your records.

Yours faithfully,

HARPER PASCOE & CO.

per: -

[Handwritten signature]

[Faded handwritten notes]

*Please grant Council consent
as far as Council has
is concerned*

Enc.

24/80

30c
4/21

AN AGREEMENT made this 23rd day of August 1969 BETWEEN JOHN KENNETH McALPIN Farmer and DENIS ANTHONY BUCHANAN Solicitor both of Christchurch (who and the survivor of whom the executors and administrators of such survivor their and his assigns are hereafter called "the Sub-Lessors") of the one part AND JOHN JOSEPH CRADDOCK of Christchurch Company Secretary (who and whose executors administrators and permitted assigns are hereafter called "the Sub-Lessee") of the other part

WHEREAS the Sub-Lessors are lessees from Her Majesty the Queen of Run 174 (Brookdale) embracing (inter alia) land adjacent to Lake Lyndon AND WHEREAS the Sub-Lessee is the proprietor of a bach now erected on the said land and used and occupied by him as a holiday cottage NOW IT IS HEREBY AGREED:

1. THE Sub-Lessors will sublet and the Sub-Lessee will take on sub-lease the said land occupied by the said bach and the immediate precincts thereof being part of Run 174 (Brookdale) for a term of FIFTEEN YEARS (15 yrs.) from the 1st day of March 1969 at an annual rental of TEN CENTS (10c.)
2. THE Sub-Lessee covenants with the Sub-Lessors as follows:
 - (a) To pay the said rent from time to time upon demand.
 - (b) To pay all rates insurance premiums and other annual outgoings in respect of the said land and premises when due and payable.
 - (c) Not to call upon the Sub-Lessors for any repairs to or maintenance of the premises or any payment or expenses in respect thereof whatsoever.
 - (d) To leave the said precincts open and unfenced with a view to their being available for the grazing of sheep.
 - (e) To keep the said precincts free of rubbish and debris.
 - (f) Not to permit the said land or any building thereon to be used in such a manner or for such purposes as to be a nuisance or source of annoyance to the Sub-Lessors or to the public.
 - (g) Not to assign or further sublet the said bach and precincts without the prior consent of the Sub-Lessors PROVIDED THAT such consent shall not be withheld in the case of an assignee who in the opinion of the Sub-Lessors is responsible and respectable.
 - (h) To exercise every care and precaution to safeguard the farming interests of the Sub-Lessors and to indemnify the Sub-Lessors for any losses of stock sustained in consequence of the negligence or default of the Sub-Lessee.

69-BA-92 0219

113 Station Road

(1) To pay the expenses of the Sub-lessee incurred in the costs and disbursements for the preparation of this Agreement.

It is HEREBY DECLARED by and between the parties hereto as follows:-

(2) The Sub-lessee being also licensee from Her Majesty the Queen in respect of the said 371 (Brookside) main Street, shall be deemed to have part of these presents which are hereby made subject to the covenants and conditions expressed or implied in the said licence or any licence or any other land from Her Majesty the Queen which shall be subsisting at any time during the term of the said licence.

(3) If the Sub-lessee shall remove from the said land any building or other improvement being the property of the Sub-lessee he shall at the expiration of the said term of years or possible at his original condition and appearance.

(4) In case of the breach or non-observance of any covenant or condition herein contained or implied either then or hereafter made or contained for the purpose of rent or shall be liable for the Sub-lessee to the lessor's right to remove improvements to which he is entitled upon the land hereby devised and thereupon the lessor shall absolutely determine and have said.

(5) No provision or stipulation whatsoever which shall at any time hereafter exist between the parties hereto or their respective representatives or any of them touching or concerning this Agreement or the making thereof or as to the rights or liabilities of the parties hereto shall be void and of no effect and shall be the null and void of Queen's Bench at Westminster at that time and in all things with and subject to the provisions of the Statute in that behalf made and amendments or any statute or regulation or proclamation thereof for the time being in force.

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

Witness of the said JOHN ARTHUR
and JOHN ARTHUR
in the presence of:-

John Arthur
John Arthur

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

HARPER, PASCOE, BUCHANAN
AND PENLINGTON

P.O. BOX 516
TELEPHONE 54-000
(Three Lines)

BARRISTERS & SOLICITORS AND LAND & SURVEY

CHAS. RANGE PENLINGTON
NOTARY PUBLIC AND COMMISSIONER OF OATHS
FOR ALL AUSTRALIAN STATES AND TERRITORIES
OF AUSTRALIA

DENIS ANSELAN BUCHANAN, LL.M.
NEAL HARKNESS BUCHANAN, A.L.J.
JOHN RAYMOND MILLIGAN, LL.B.

REGISTERED TELEGRAPHIC ADDRESS:
"QUORUM"

RECEIVED
1 OCT 1969

Insurance Building
148 Hereford Street
Christchurch
NEW ZEALAND

321
[Handwritten initials]

16th October, 1969.

The Commissioner of Crown Lands,
CHRISTCHURCH

Dear Sir,

Your Ref: TR556.

estate late John Milliken - Sun 1971
"Brookdale"

Further to previous correspondence relating to the sub leasing to Mr. J.J. Craddock of his cottage site at Lake Linden and in accordance with arrangements made, we enclose for your records photo-stat copy of the agreement entered into between the Trustees and Mr. Craddock. We understand that this is acceptable as notice of the sub-lease.

Yours faithfully,

HARPER, PASCOE & CO.

Per: [Signature]

Encl:

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OFFICIAL INFORMATION ACT

26-VA-97

(g) To keep the...

(r) Not to permit the...

debric

person

1023

RELEASED UNDER THE 556
OFFICIAL INFORMATION ACT

Wickman

BHM

62-649

Private Bag,
CHRISTCHURCH

23 October 1969

Messrs Harper Passcoe & Co.,
Barristers and Solicitors,
P.O. Box 516,
CHRISTCHURCH

Dear Sirs,

SUBLEASE: ESTATE OF JOHN MILLIKEN to J.J.
CRADDOCK

I refer to your letter dated 16 October 1969.

The sublease of the cottage site at Lake Lyndon to
Mr Craddock has been approved.

Yours faithfully,

G. MOLLETT
Commissioner of Crown Lands

per:

9/24/10

SEARCHED TO INDEX FILE
SERIALIZED
69/450
89
[Signature]
24 OCT 1969

P126
035

P.O. BOX 58
LINCOLN COLLEGE
CANTERBURY, N.Z.
TELEPHONE HALSWELL 8078

*Tussock Grasslands
and
Mountain Lands Institute*

16th October, 1972

344

The Commissioner of Crown Lands,
Lands and Survey Department,
Private Bag,
CHRISTCHURCH

AS
Please discuss
urgently.
12/10

Dear Sir,

The Institute is currently co-ordinating a major programme of investigation in erosion, stream sediment and land management in the Torlesse Range. The programme has received financial support from the Nuffield Foundation and involves the active participation of 13 scientists and graduate students from Lincoln College, Canterbury University and the Department of Scientific and Industrial Research.

The study area is in the Kowai catchment on Brooksdale Station (Run 171) and the trustees for the estate of John Milliken have given their consent to our use of this area for research purposes. However, as this is Crown land and our activities require some facilities we seek your consent for a sediment trap, base hut, store shed and telephone line. Although this is a programme of co-operative research this Institute accepts responsibility for the maintenance of these facilities.

I imagine that before giving consent you may wish to know more about the nature of the research programme or have a member of your staff inspect the area. I would be very happy to supply any such information or assistance.

Yours sincerely,

John A. Hayward
J. A. HAYWARD
(Project Leader)

035 also.

62.649
Davidson

JEF

XXXXXXXX

349

Private Bag,
CHRISTCHURCH.

28 November 1972

Mr J.A. Hayward,
Tussock Grasslands & Mountain
Lands Institute,
P.O. Box 56,
Lincoln College,
CANTERBURY.

Dear Mr Hayward,

BROOKSDALE RUN

I refer to my letter dated 26 October
1972 and the inspection of Brooksdale Run
with field officer Prouting on 31 October 1972.

The arrangements proposed by the Institute
to carry out a study in the Kowai catchment
area and to use such facilities as a sediment
trap, base hut, store shed and telephone line
are in order.

As this area comes under the
administration of the North Canterbury
Catchment Board, it might be desirable if
you advised the Board of your proposals
also.

Yours faithfully,

G. MOLLETT
Commissioner of Crown Lands
per:

G 29/11.

AA



Ministry of Works and Development

District Office
Government Bldg. Worcester St.
Box 1479, Christchurch
Telephone 781 200 Telex NZ 4810

Inquiries to Miss B K Clark

Date 11 July 1980

Ref 40/72/73/14/12

For D A Buchanan
C/- Harper, Pascoe and Coy
Barristers and Solicitors, P O Box
CHRISTCHURCH

516LANDS & SURVEY
CHRISTCHURCH
15 JUL 1980
RECEIVED

LMA ✓

Dear Sir

ROAD REALIGNMENT AT DRY STREAM
D A BUCHANAN AND J K McALPINE

... Formal approval has been given to the land exchange and enclosed is a copy of the fully executed agreement.

A compensation certificate is being registered against Pastoral Lease 9K/879 to protect the Crown's interest until survey and proclamation action has been completed.

Yours faithfully

P F Reynolds
District Commissioner of Works

Per

(W W Hughes)

Encl

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OFFICIAL INFORMATION ACT

THIS COPY FOR

Commissioner of Crown Lands
Department of Lands and Survey
Private Bag
CHRISTCHURCH

Your reference P.126. Copy for your information.

On completion of the survey, I wish to advise that the land will be dealt with under the Public Works Amendment Act 1948, ie, a section 29 Notice proclaiming land as road (2400 m² approx.), road closed (1800 m² approx.) and incorporated in Pastoral Lease No. P.126.

P F Reynolds
District Commissioner of Works

Per *W W Hughes*

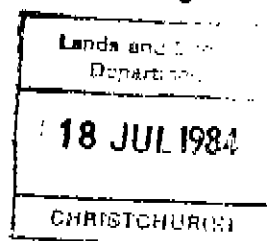
(W W Hughes)
11.7.80

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OFFICIAL INFORMATION ACT"

CHRISTCHURCH

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

16 July 1981

GCL
OFFICE090 ①
127BROOKSDALE STATION : SUB-LEASE TO J.J. CRADDOCK

On 28 June 1981 I met Mr N. Milliken to discuss the future of the Brookdale POL areas. During the course of discussions he mentioned the fire which destroyed a small holiday cottage and an area of tussock and scrub adjoining the West Coast Road (SH 73) near Lake Lyndon.

The fire occurred in the early morning of Monday 25 June and appears to be the result of a burglary followed by arson. The cottage was totally destroyed and approximately four hectares of scrubby hillside was burnt.

The cottage was owned originally by Mr J.J. Craddock who obtained an approved sub-lease (refer folio 321 closed volume) from Brookdale for a period of 15 years from 1 March 1969.

For a number of reasons it would be inappropriate for this department to approve the rebuilding of the cottage or a renewal of the sub-lease but we should insist on the site being cleared of rubbish, rubble and fences and it being left in a tidy condition.

The reasons for objecting to the cottage re-erection are:

1. The sub-lease has expired and contained no right of renewal.
2. The original sub-lessee has transferred the building to Mr Ronald Mayfield Cridge, P.O. Box 58, Cheviot.
- x 3. The site is unattractive, close to the State Highway and receives little sun.
- x 4. Opportunities now exist for the erection of holiday homes in the Castle Hill village. This to a large degree relieves the pressure for scattered development around the Waimakariri Basin.
5. Mr Williams of the Malvern County Council stated that all things being equal his Council would permit the replacement building to be constructed but if the Crown as owner objected a building permit would be withheld.

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6. The land on which the building was situated is pastoral lease but there is a possibility that this area will be recommended for surrender to the Crown when Brooksdale freeholds. (Application to freehold already received but deferred in the meantime). Should Brooksdale agree to surrender, the land will become part of the enlarged Porter River Management Plan presently being reviewed.

Mr R.M. Cridge is not listed in the telephone directory so unfortunately I have been unable to discuss the matter with him. I understand from Mr Milliken that he may be interested in rebuilding on the site if permitted.

RECOMMENDATION

1. That a letter be sent to Malvern County requesting that a temporary stay be placed on the issue of any building permit over the building owned by R.M. Cridge at Lake Lyndon.
2. That we write to Mr Cridge asking for his views on the matter or arrange a meeting whichever is convenient for him to discuss the future of the site.
3. If rebuilding is not permitted Mr Cridge be requested to remove all traces of the building and fences etc and restore the land as nearly as possible to its original condition and appearance (as for condition 3 (ii) of the sub-lease agreement).

W.I. Chalmers
W.I. Chalmers
Senior Field Officer

Z/A

*Rebuilding of this cottage
should not be permitted.
I doubt whether Mr. Cridge will
carry out 3) above & suggest that
the Res. Work gang might agree
to complete this task. The amount
of work is not great but it
would be a worthwhile tidy-up.
Please action S.F.O.s recommendation.*

D. Webb

24/9.

130 Woodgate

CR

739 760

Private Bag
CHRISTCHURCH

23 September 1964

Mr W.M. Milliken
Manager /
Brookdale Inn
SPRINGFIELD/R.D.

Dear Mr Milliken

I refer to your discussions with Senior Field Officer Chalmers of this office regarding the fire which destroyed a small holiday cottage adjoining the West Coast Road near Lake Lyndon.

The Department has investigated this matter and would not approve a removal of the existing sublease to R.M. Cridge or the rebuilding of the cottage. The reasons for this are:

1. The site is unattractive, close to the State highway and receives little sun.
2. Opportunities now exist for the erection of holiday homes in the Castle Hill Village.
3. It is now departmental policy to eliminate all privately owned huts on pastoral land other than huts owned by the lessees when the opportunity permits.

A copy of this letter has been sent to Mr Cridge and the Malvern County Council.

Yours faithfully

Miss C.J. Woodgate
for Commissioner of Crown Lands

28/9

CHRISTCHURCH

20 February 1985

CCL
OFFICE

Lands and Survey Department
22 FEB 1985
CHRISTCHURCH

P126

LJA

BROOKSDALE STATION : SUBLEASE TO R.M. CRIDGE

Further to my report of 16 July 1984 (folio 490) and your letter of 28 September 1984 concerning the cottage site near Lake Lyndon, Mr Cridge (junior) called today to clarify the standing of their lease with Brooksdale over the cottage site.

My understanding of the sublease is that its term was for 15 years from 22 August 1969 and has therefore expired, (refer folio 321). This sublease had CCL approval.

Mr Cridge called today with a signed agreement between Brooksdale and Ronald Mayfield Cridge dated 7 March 1983 which allows Cridge to occupy the cottage site for a further 10 years from 1 March 1984.

I can find no CCL approval for this sublease and can only conclude that it has no legal standing as far as this office is concerned. Could you please clarify this matter and refer your decision to Mr Cridge at 36 Park Terrace, Corsair Bay.

W.I. Chalmers
W.I. Chalmers
Senior Field Officer

(copy of sublease attached)

Sec. 89 L.A. 1948 requires approval to a sub-lease. As the new arrangement has not been approved it has no standing as far as we are concerned.

A
19/3

Noted: please refer decision to Mr Cridge or request again that he remove all traces of the old building & fences & restore the land, as near as possible to its original condition in accordance with the original sublease agreement.

W.C. 19/3/85
SFO

AN AGREEMENT made this 7th day of March 1983 BETWEEN
JOHN KENNETH McALPINE Farmer and DENIS ANSELAN BUCHANAN Solicitor
both of Christchurch (who and the survivor of whom the executors and
administrators of such survivor their and his assigns are hereafter
called "the sub-lessors") of the one part AND RONALD MAYFIELD CRIDGE
of 8/41 Brighton Road, Scarborough, Perth in Western Australia,
Retired (who and whose executors administrators and permitted assigns
are hereafter called "the sub-lessee") of the other part.

WHEREAS the sub-lessors are lessees under Pastoral Lease dated the 1st
day of September 1969 from Her Majesty the Queen of Run 332 embracing
(inter alia) land adjacent to Lake Lyndon AND WHEREAS the sub-lessee is
the proprietor of a bach now erected on the said land and used and
occupied by him as a holiday cottage NOW IT IS HEREBY AGREED:

1. THE sub-lessors will sublet and the sub-lessee will take on sub-lease
the said land occupied by the said bach and the immediate precincts
thereof being part of Run 332 for a term of TEN YEARS (10 years) from the
1st day of March 1984 at an annual rental of TEN CENTS (10¢).

2. THE sub-lessee covenants with the sub-lessors as follows:

- (a) To pay the said rent from time to time upon demand.
- (b) To pay all rates insurance premiums and other annual outgoing
in respect of the said land and premises when due and payable.
- (c) Not to call upon the sub-lessors for any repairs to or maintenance
of the premises or any payment or expenses in respect thereof
whatsoever.
- (d) To leave the said precincts open and unfenced with a view to
their being available for the grazing of sheep.
- (e) To keep the said precincts free of rubbish and debris.
- (f) Not to permit the said land or any building thereon to be
used in such a manner or for such purposes as to be a nuisance
or source of annoyance to the sub-lessors or to the public.
- (g) Not to assign or further sublet the said bach and precincts
without the prior consent of the sub-lessors PROVIDED THAT
such consent shall not be withheld in the case of an assignee

SMC83 73542 OCT 1 1980

NEW ZEALAND ST. MP DUTY END

- who in the opinion of the sub-lessors is responsible and respectable.
- (h) To exercise every care and precaution to safeguard the farming interests of the sub-lessors and to indemnify the sub-lessors for any losses of stock sustained in consequence of the negligence or default of the sub-lessee.
 - (i) To pay the expenses of the sub-lessors incurred herein and the costs and disbursements for the preparation of this agreement.

3. AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:

- (i) The sub-lessors being also lessees from Her Majesty the Queen as aforesaid of the said Run 332 the aforesaid Pastoral Lease shall be deemed to form part of these presents which are hereby made subject to the covenants and conditions expressed or implied in the said Pastoral Lease of any subsequent Pastoral Lease of licence of the said land from Her Majesty the Queen which shall be subsisting or shall have future application to the said Run at any time during the term or currency hereof and shall further be subject to termination concurrently with the termination of such Pastoral Lease during the term hereof.
- (ii) If the sub-lessee shall remove from the said land any building or other improvements being the property of the sub-lessee he shall after such removal restore the said land as nearly as possible to its original condition and appearance.
- (iii) In case of the breach non-performance or non-observance of any covenant or condition herein contained or implied other than the covenant hereinbefore contained for the payment of rent it shall be lawful for the sub-lessors (subject to the sub-lessee's right to remove improvements as aforesaid) to re-enter upon the land hereby demised and thereupon this demise shall absolutely determine and become void.
- (iv) All questions or differences whatsoever which shall at any time hereafter arise between the parties hereto or their respective representatives or any of them touching or concerning this agreement or the meaning thereof or as to the rights duties or liabilities of

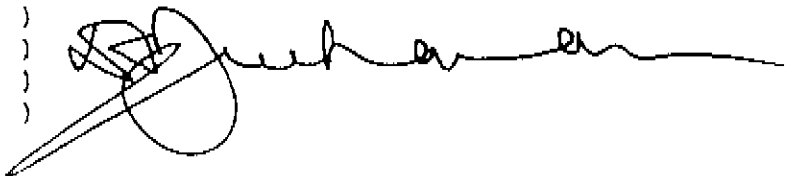


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of the parties hereto shall be referred to a single arbitrator who shall be the Commissioner of Crown Lands at Christchurch at that time and in accordance with and subject to the provisions of the Arbitration Act 1908 and amendments or any statutory modification or re-enactment thereof for the time being in force.

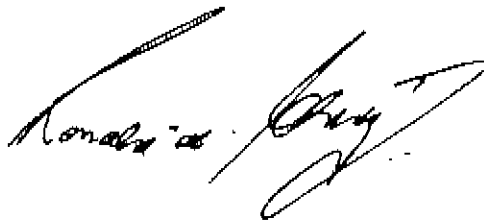
IN WITNESS whereof these presents have been executed the day and year first hereinbefore written.

SIGNED by the said
JOHN KENNETH McALPINE
and DENIS ANSELAN
BUCHANAN in the presence
of:



Witness
Solicitor
Christchurch

SIGNED by the said RONALD
MAYFIELD CRIDGE in the
presence of:



R. S. Hampton
Solicitor
Christchurch

Miss Woodgate

799 760

Private Bag
CHRISTCHURCH

17 April 1985

B14 WA
18/4/85

Mr Cridge
36 Park Terrace
CORNHILL BAY

Dear Mr Cridge

I refer to my letter of 28 September 1984 and your recent discussions with SFO Chalmers of this office regarding your lease over the cottage site on Brookdale Station.

I would advise that in terms of Section 89 Land Act 1948 the Land Settlement Board's approval is required to a sublease. As the new lease agreement with Brookdale Station has not been approved by the board it has no legal standing as far as this department is concerned.

Accordingly I would reaffirm my previous advice to you and request that all traces of the old buildings and fences are removed and the land restored as near as possible to its original condition in accordance with Section 3(11) of the original sublease agreement.

Yours faithfully

Miss D. A. Woodgate
for Commissioner of Crown Lands

17/4

able for file.

On 7 July 1987 accompanied by Mr Bridges, I spoke
with Mr R. Milliken regarding a rationalization of boundaries
between Brookside and Enmore.

Then he agreed to do it would legalize a situation
that already existed between the two pastoral leases.

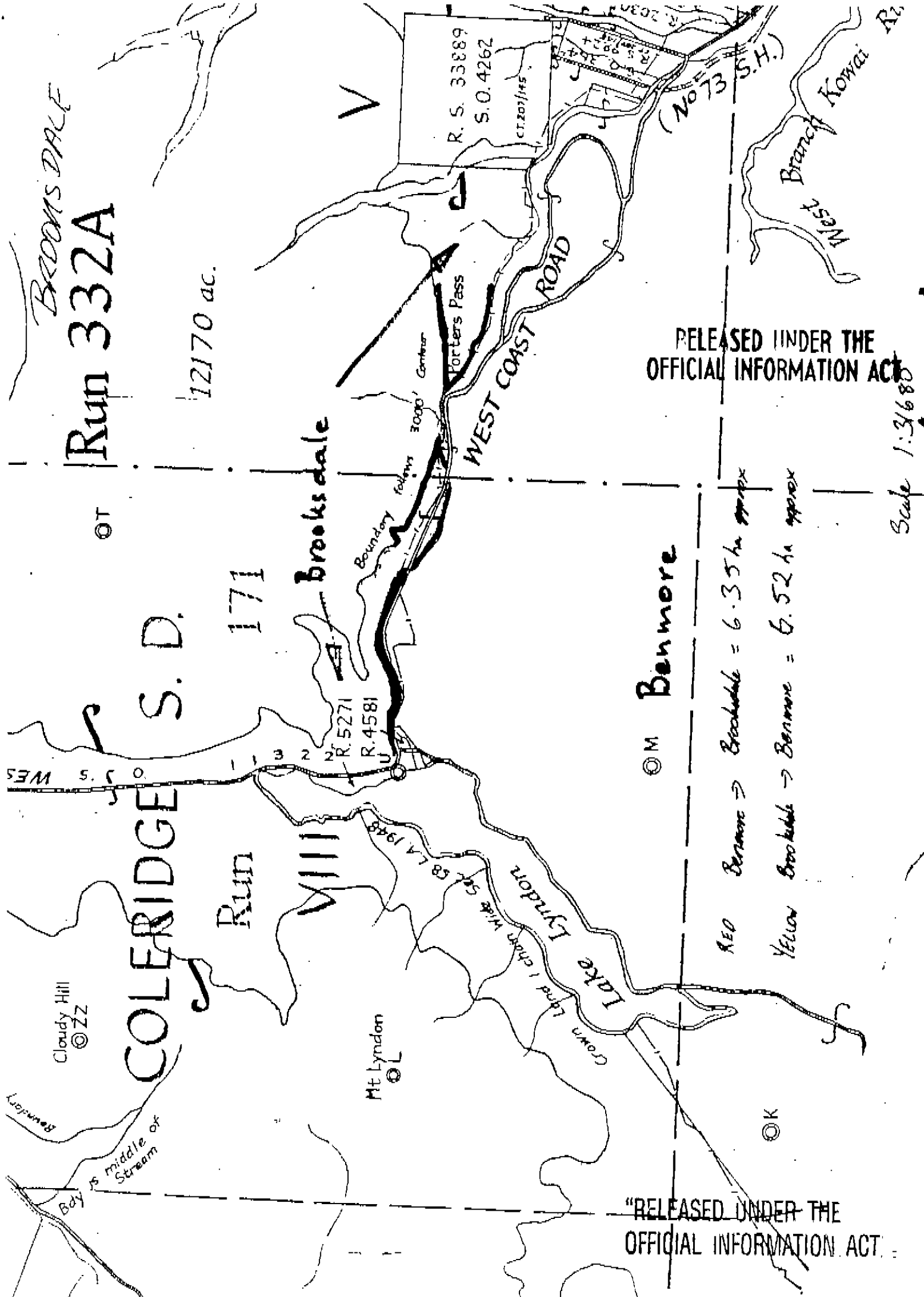
Refer to file P109 F700 - D0501 letter suggesting the
rationalization.

To complete this exercise, we are now awaiting agreement
from Mr James.

D. C. Grayson - P/A

Mr James gave me a verbal agreement to this and
advised that Landcorp would be advised from his solicitor Shortly.

D. C. Grayson P/A. 5/10/87



BROOMS DALE
Run 332A

COLERIDGE S. D.
Run VIII

12170 ac.

Run 171

Brooksedale

R. S. 33889
S. O. 4262

WEST COAST ROAD

Benmore

Red Benmore → Brooksedale = 6.35 ha approx

Yellow Brooksedale → Benmore = 6.52 ha approx

Scale 1:31680

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7/2

Landcorp

LAND CORPORATION LIMITED

Our Ref: P/126

9 December 1988

Springfield Lime Company Ltd
P O Box 28
SPRINGFIELD

ATTN: Mr E Gardner

Dear Sir

METAL EXTRACTION - SH73

I refer to your application to extract metal from a shingle fan approximately 500m south of Porter Heights gate on SH73 between Dry Creek and Lake Lyndon.

Having consulted and received advice from the Department of Conservation I am able to formally advise you that permission to extract metal from the above mentioned area is granted pursuant to Section 108 of the Land Act 1948. This approval is subject to the following conditions:

1. Metal extraction is by surface scraping methods.
2. The slope of the area is to be returned to its natural contour on completion of the work, subject to the satisfaction of Land Corporation.

Yours faithfully



D A Gregson
PROPERTY APPRAISER

c.c. District Conservator
Department of Conservation
Private Bag
CHRISTCHURCH

c.c. Mr W M Milliken
"Brooksdale"
SPRINGFIELD

For your information.

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

Christchurch Branch

Equitcorp House
76 Cashel Street
Private Bag
Christchurch
New Zealand
Telephone (03) 759-787
Fax (03) 758-440

Reply to: Christchurch

Ref: P 126

4 May 1989

General Manager
Porter Heights Skifield Ltd
P O Box 178
CHRISTCHURCH

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Dear Sir

METAL EXTRACTION - SH73

I refer to your application of 1 May 1989 to extract metal from a shingle fan approximately 500m south of the Porter Heights gate on SH 73 between Dry Creek and Lake Lyndon.

I am pleased to advise that approval has been given pursuant to Section 108 of the Land Act 1948 subject to the following conditions.

1. Metal extraction is by surface scraping methods only.
2. A maximum of 100 cubic metres is to be taken.
3. The slope of the area is to be returned to its natural contour on completion of the work, subject to the satisfaction of Land Corporation.
4. That you liaise with the lessee of Brooksdale Station, Mr W M Milliken.
5. That you liaise with Mr E Gardner of Springfield Lime Company who also have approval to extract metal.
6. That Land Corporation is advised once work is completed.

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OFFICIAL INFORMATION ACT"

INCORPORATING LANDCORP INVESTMENTS LIMITED & LANDCORP MANAGEMENT SERVICES LIMITED

REGIONAL OFFICE

DISTRICT OFFICES

Christchurch
Southgate Tower
74 Cashel Street
Private Box
CHRISTCHURCH
Telephone (03) 779-787
Fax (03) 795-440

Westport
Government Buildings
Palmerston Street
P.O. Box 65
WESTPORT
Telephone (0289) 7868

Hokitika
Landcorp House
49 Tairāwhiti Street
P.O. Box 116
HOKITIKA
Telephone (0218) 58-960
Fax (0288) 58-760

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

Alexandria
4 Limerick Street
P.O. Box 27
ALEXANDRIA
Telephone (0174) 86-935

Dunedin
258 Sturrock Street
P.O. Box 5741 Moray Place
DUNEDIN
Telephone (024) 740 571
Fax (024) 772-162

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

Please in future provide at least 15 working days to allow the appropriate consultation to be undertaken with the Department of Conservation and any application to be considered.

Yours faithfully

S J K Bamford
Consultant
Landcorp Management Services Ltd

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OFFICIAL INFORMATION ACT

c.c. Mr W M Milliken
Brooksdale
Springfield

c.c. Springfield Lime Company Limited
P O Box 28
Springfield

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FACSIMILE MESSAGE



OFFICE OF CROWN LANDS

TO: Simon Bamford
 FROM: Landcorp Property Limited
 LOCATION: Christchurch
 FAX NO: 03 379 8440
 FROM: David Gullen
 DATE: 24 December 1993
 FILE REFERENCE: 5200-10-D13
 PAGE 1 OF 1

Charles Fergusson Building
 Bowen Street
 Private Box 170
 Wellington
 New Zealand
 Phone 0-4-473 5022
 Fax 0-4-473 2244

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(If complete message is not received please phone)

SUBJECT: Consents

The following consents have been approved,
 as per your submissions

- (1) P27 - Bulldoze fenceline : Mt Pember
- (2) P126 - Extract gravel : Brooksdale
- (3) PC 116 - Transfer to Wilderness Lodge Arthurs Pass Limited
 Consent forms etc being returned in mail
- (4) RP60 - Recreation permit : Glacier Helicopters

sb\lc310

10 January 1994

Our Ref: P126

Springfield Lime Company Limited
Main Road
SPRINGFIELD

ATTENTION: B GARDNER

Dear Sir

RE: APPLICATION TO EXTRACT GRAVEL

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I am pleased to advise that the Commissioner of Crown Lands has approved your application to extract gravel from the Brooksdale Pastoral Lease as described in your letter of 1 November 1993 under the following conditions.

1. That a maximum of 500 cubic metres of gravel is removed by surface scraping methods.
2. This consent will expire on 31 December 1994.
3. That the area is maintained at all times in a neat and tidy state and when work is completed is left in as "natural" and undisturbed state as possible.

Please contact me if you require further information or wish to vary this approval in any way. A copy of this has also been sent to Mr Milliken as Lessee.

Yours faithfully
LANDCORP PROPERTY LIMITED



SJK BAMFORD

cc M. Milliken.

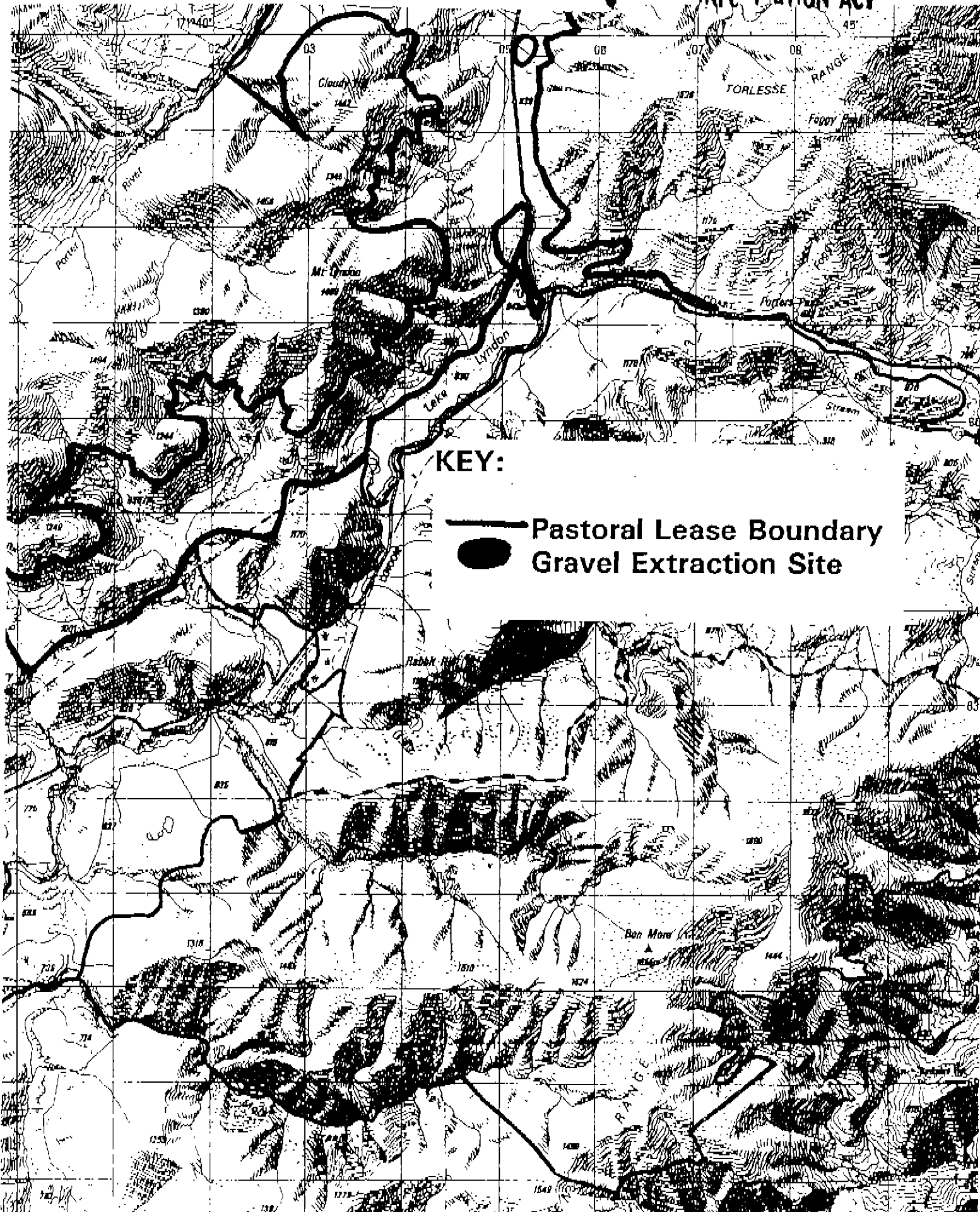
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PART:

BROOKSDALE

P 126

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KEY:

-  Pastoral Lease Boundary
-  Gravel Extraction Site

PENDIX 4 - Copy of Land Improvement Deed

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NORTH CANTERBURY CATCHMENT BOARD LAND IMPROVEMENT DEED

600c

(Under Section 30(3) of the Soil Conservation and Rivers Control Act 1941)

THIS DEED made the 14th day of July 1969 BETWEEN the NORTH CANTERBURY CATCHMENT BOARD duly constituted under the Soil Conservation and Rivers Control Act 1941 (hereinafter called "the Board") of the first part AND JOHN KENNETH McALPINE of Craigieburn, Farmer and DENIS ANSELAN BUCHANAN of Christchurch, Solicitor (hereinafter together jointly and severally with each of their successors administrators and assigns called "the Owners") of the second part AND HER MAJESTY THE QUEEN acting by and through the Commissioner of Crown Lands for the Land District of Canterbury (hereinafter referred to as "the Crown") of the third part

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WHEREAS:

1. BY a Pastoral Lease under the Land Act 1948 (hereinafter called "the lease") the Crown leased to the Owners all that land (hereinafter called "the leased land") for a term of 33 years from the 1st day of July 1969 at the rental and upon and subject to the terms covenants and conditions therein contained the land being more particularly described in the First Schedule hereto and the lease contains a covenant pertaining to stock limitations on that land shaded blue on the Land Tenure and Stock Grazing Agreements map annexed hereto (hereinafter called "the Land Tenure and Stock Grazing Agreements map").
2. BY a Pastoral Occupation Licence under the Land Act 1948 (hereinafter called "the licence") the Crown licenced the Owners to occupy all the land (hereinafter called "the licenced land") coloured pink on the Land Tenure and Stock Grazing Agreements map for a term of 21 years from the 1st day of July 1969 at the rental and upon and subject to the terms covenants and conditions therein contained the land being more particularly described in the Second Schedule hereto.
3. THE Owners are the registered proprietors in fee simple of all that land set out in the Third Schedule hereto (hereinafter called "the freehold land").
4. ON the 22nd day of January 1969 the Owners and the Board entered into a Land Improvement Agreement in accordance with which the Owners have carried out a programme of work referred to in Table IV of paragraph 1.1.5 of Soil and Water

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Conservation practice in the district

operate manage and control and carry out such management practices methods programmes and systems of work on the property as shall be necessary for the purpose of achieving the objectives of the Soil and Water Conservation Plan and in addition to carry out the proposed works referred to in the Soil and Water Conservation Plan and to observe perform and fulfill all of the conditions hereinafter and therein appearing.

2.2 IN consideration of the agreements and covenants by the Owners hereinbefore appearing and conditional upon the carrying out of the proposed works referred to in the Soil and Water Conservation Plan and the due observance performance and fulfilment of the conditions hereinafter appearing the Board will subsidise the proposed works to be carried out by the Owners at the rates and in the manner in which subsidies are provided for in the Soil and Water Conservation Plan and the Soil and Water Conservation Plan shall be subject to the following conditions:

- (1) The Owners will during the period of five years from the execution of this agreement carry out the proposed works referred to in the Soil and Water Conservation Plan and shown on the Programme of Work map annexed hereto in accordance with the Soil and Water Conservation Plan and the programme there set forth except that the proposed retirement fencing referred to in the Soil and Water Conservation Plan shall be carried out as provided in Clause 5 hereof and the Owners will during such period so manage the land as to enable them to carry out in such period the proposed works referred to in the Soil and Water Conservation Plan.
- (2) The Soil and Water Conservation Plan and these conditions may only be modified by agreement in writing between the Board and the Owners.
- (3) As and when any part of the work qualifying for subsidy is completed the Owners may notify the Board and the Owners shall in any case upon completion of the programme of work for any one year as set out in the Soil and Water Conservation Plan notify the Board of

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blanking and releasing have been carried out to the satisfaction of the Board.

- (ii) The Owners agree that they will not during the period referred to in paragraph (8) of these conditions cut down or top such trees so planted without the written consent of the Board provided that the trimming of lateral branches may be carried out without consent.

(7) Where any proposed works referred to in the Soil and Water Conservation Plan consist of tree planting for wind erosion control the Owners agree to carry out the following practices on the land protected by the tree planting works:

- (i) The line of cultivation shall be across the direction of the principal eroding wind;
- (ii) Surface cultivation shall be practiced to a suitable depth using such types of implement as chisel ploughs, discs and cultivators;
- (iii) The soil shall not be worked to too fine a condition of tilth but a sufficient roughness of surface shall be retained to reduce the hazard of wind erosion;
- (iv) After a crop or pasture is sown the soil shall be left with an uneven surface by use of light harrows as the final operation;
- (v) Crop residue shall be returned to the soil and not burnt;
- (vi) The soil shall be bared of vegetation for a minimum of time between crops or the renewal of pastures;
- (vii) The rotation of crops and pastures shall be designed to maintain and improve the soil structure.

(8) During the period from the execution of this agreement until ten (10) years after the completion of the proposed works referred to in the Soil and Water Conservation Plan the Owners will:

- (i) When required by the Board supply to the Board all information and data necessary to enable the Board to compile grazing production and other records as a means of evaluation of the

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4. THAT the maintenance of the fence shown on the Land Tenure and Stock Grazing Agreements map and thereon delineated with an unbroken purple line as to part and with a broken purple line as to the remainder the both parts of such fence being hereinbefore and hereinafter called "the retirement fence" is the responsibility of the Owners and maintenance of the retirement fence shall be carried out to the satisfaction of the Board.
5. THAT that portion of the retirement fence delineated with a broken purple line on the Land Tenure and Stock Grazing Agreements map will be constructed entirely at the expense of the Board and completion of that portion of the retirement fence shall not be later than the end of the five year period referred to in Clause 2(1) hereof.
6. THE expression "maintenance" in respect of the retirement fence shall mean normal maintenance as is customary in the district and shall not include the repair of damage to the retirement fence caused by any naturally occurring catastrophic event or disaster.
7. IN the event of any dispute arising as to whether or not any damage to the retirement fence has been caused by a naturally occurring catastrophic event or disaster any decision as to the causation of such damage shall be referred to a committee of two persons comprising:
 - (i) A representative of the Owners;
 - (ii) A representative of the Board.
8. THAT all disputes and questions whatsoever which may during the term hereof arise between the parties and which cannot be resolved by agreement between the parties shall be referred to the Soil Conservation and Rivers Control Council the opinion of which body shall be accepted by the parties particularly as to any definition implementation or interpretation of Soil and Water Conservation practice and management.
9. ON application made by the Owners to the Board prior to the carrying out of maintenance works on the retirement fence a subsidy on the basis of \$1 for \$1 may be approved by the Board PROVIDED THAT the Board shall be entitled to deduct from such subsidy a portion of the service charge referred to in Clause 12 hereof or such charge as the Board may from time to time adopt in substitution therefor.
10. THAT in consideration of the Board having granted to the Owners

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and expenses as may be incurred to give effect to this Deed
PROVIDED THAT the Crown shall be responsible for the costs of
such survey as may be necessary to give effect to the
provisions herein contained.

FIRST SCHEDULE

ALL those parcels of land together containing 3209.1571 hectares
more or less situated in the Land District of Canterbury being
Run 332 situated in Blocks I, II, V, VI, IX and X of the Kowai
Survey District and Blocks IV, VII, VIII, XI, and XII of the
Coleridge Survey District and being all of the land comprised
and described in Certificate of Title Volume 9K Folio 879.

SECOND SCHEDULE

ALL those parcels of land together containing 4925.0242 hectares
more or less situated in the Land District of Canterbury being
Run 332A situated in Blocks I, II, V and VI of the Kowai Survey
District and Blocks IV, VII, VIII and XI of the Coleridge
Survey District and being all of the land comprised and
described in Certificate of Title Volume 9K Folio 878.

THIRD SCHEDULE

ALL those parcels of land together containing 1144.5671 hectares
more or less situated in the Land District of Canterbury being
Rural Sections 3713, 4795, 5367, 5368, 5369, 5370, 5371, 6661,
8437, 8469, 9111, 9824, 9911, 9938, 10732, 11189, 11378, 14537,
14538, 19176, 19177, 19347, 19350, 21106, 21107, 21108, 21109,
21110, 21111, 21135, 21136, 21177, 21178, 21179, 21180, 21181,
24816, 29752, 31206, 31207, 31208, 31209, 31351, 31810, 31811,
31812, 31813, 31814, 31815, 31816, 31817, 31818, 31819, 31820,
31854, 31855, 31856, 31857, 31858, 31859, 31860, 31861, 31862,
31914, 31915, 31916, 32178, 32179, 32180, 32272, 32273, 32889,
32979, 33889, 33960 situated in Blocks V, VI, VII, X and XI of
the Kowai Survey District and being all of the land comprised
and described in Certificates of Title Volume 159 Folio 33,
Volume 193 Folio 291, Volume 207 Folio 145, Volume 208 Folio 19
and Volume 398 Folio 105.

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[Handwritten signature]

APPENDIX 5 - Copy of Land Status Report

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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 50178 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT for BROOKSDALE				[LIPS ref.12778]
Property	1	of	2	

Land District	Canterbury
Legal Description	Section 1 SO 15245 & Part Run 332 situated in Blocks IV, VII, VIII, XI & XII Coleridge & Blocks I, II, V, VI, IX & X Kowai Survey Districts.
Area	3303.2191 hectares (Subject to survey).
Status	Crown Land subject to the Land Act 1948.
Instrument of Title	Balance pastoral lease 9K/879 pursuant to section 66 as registered under section 83 Land Act 1948.
Encumbrances	Subject to survey. Lease covenant regarding grazing north of a line marked Lake Rubican/A/B/C on lease 9K/879. Right of way (Public foot access) between Lake Rubican and the Rubican River on lease 9K/879. Agreement No. T854 granting the right to erect a hut, etc. Agreement No. T889 granting the right to erect a hut, etc. Compensation certificate No. 283109/1 pursuant to section 17 Public Works Amendment Act 1948. Land Improvement Agreement No. 284727/1 under the provisions of Soil Conservation and Rivers Control Act 1941. Mining licence No. 983675/1 under the provisions of the Mining Act 1971 (vide Crown Minerals Act 1991). Subject to Part IVA Conservation Act 1987 upon disposition.
Mineral Ownership	Minerals remain with the Crown as the land has never been alienated since its acquisition for settlement purposes, from the former Maori owners under the Kemp purchase 1848.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Date Correct as at	24 September 1999
Classification Attracted	Yes

Prepared by	Peter M King
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 50178 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT for BROOKSDALE				[LIPS ref. 12778]
Property	1	of	2	

Land District	Canterbury
Legal Description	Section 1 SO 15245 & Part Run 332 situated in Blocks IV, VII, VIII, XI & XII Coleridge & Blocks I, II, V, VI, IX & X Kowai Survey Districts.
Area	3303.2191 hectares (Subject to survey).
Status	Crown Land subject to the Land Act 1948.
Incumbent of lease	Balance pastoral lease 9K/879 pursuant to section 66 as registered under section 83 Land Act 1948.
Easements	Subject to survey. Lease covenant regarding grazing north of a line marked Lake Rubicon/A/B/C on lease 9K/879. Right of way (Public foot access) between Lake Rubicon and the Rubicon River on lease 9K/879. Agreement No. T854 granting the right to erect a hut, etc. Agreement No. T889 granting the right to erect a hut, etc. Compensation certificate No. 283109/1 pursuant to section 17 Public Works Amendment Act 1948. Land Improvement Agreement No. 284727/1 under the provisions of Soil Conservation and Rivers Control Act 1941. Mining licence No. 983675/1 under the provisions of the Mining Act 1971 (vide Crown Minerals Act 1991). Subject to Part IVA Conservation Act 1987 upon disposition.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Date Corrected	24 September 1999
[Certificate Attached]	Yes

Prepared by	Peter M King
Crown Accredited Agent	Knight Frank (NZ) Limited

Certification:

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

R. Moulton

Date *6/10* /1999

R Moulton, Chief Surveyor
Land Information New Zealand, Christchurch

BROOKSDALE RESEARCH - Property 1 of 2

<p>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</p>	<p>Affecting Part Run 332</p> <ul style="list-style-type: none">(i) Areas on; SO 16548 partially acted upon.(ii) Fencing issues relating to wandering stock onto Lake Lyndon.(iii) Fencing issues relating to rationalising the common boundary between "Brooksdale" and "Ben More" (Lake Lyndon area).(iv) Porter Heights Ski Field & Springfield Lime Company access, over legal road (SO 11157) not contiguous with the current formation over pastoral licence 9K/879.(v) Wilding Pines along the northern area of Lake Lyndon.(vi) DoC notification under section 24 (2A) Conservation Act 1987 for wider/marginal strips not confirmed.(vii) Pastoral occupation licence 9K/878 effectively has expired. Instruments relating to Brooksdale, continue to be added as memorials to the POL.(viii) Reconciliation of boundary fencing can only be identified upon survey.(ix) Current definition made up of compiled plans and photogrammetric plots (SO 11313 & 15245).
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LAND STATUS REPORT for BROOKSDALE				[LIPS ref. 12778]
Property	1	of	2	

Research Data: *Some Items may be not applicable*

Property	1	of	2	
SDI Print Obtained	Yes			
NZMS 261 Ref	K34/35 & L34/35			
Local Authority	Selwyn District Council			
Crown Acquisition Map	Kemp Purchase			
SO Plan	Section 1 (SO 15245) & Pt Run 332 (SO 11313/16584)			
Relevant Gazette Notices	SO 15245, NZ gazette 1989 page 1748 Document No. GN 804214/1. SO 16584, NZ gazette 1994 page 2429 Document No. GN A131102/1.			
CT Ref / Lease Ref	Balance Pastoral Lease 9K/879.			
Legalisation Cards	SO 11157 no action. SO 15245 action complete. SO 16584 partial action.			
CLR	N/A			
Allocation Maps (if applicable)	DoC SO 17129 (original allocation D*L35*1*C0) partial reallocation (Sec 1 SO 15245) by category 22 (MCLA minute 4/332 dated 07 December 1988) to the Department of Lands for incorporation into Run 332. Completed			
VNZ Ref - if known	All assessment 24260-15500			
Crown Grant Maps	Coleridge (1882), Kowai (1880). Records indicate BM 94 (1870) or BM 140 (1875) may have covered this area ? Plans no longer in LINZ records (Canterbury Museum). BM 22 (1865) covers part.			
If Subject land Marginal Strip:	Note: Subject to the provisions of section 58 of the Land Act 1948 on lease 9K/879 and SO 11313			
a) Type [Sec 24(9) or Sec 58]	Other than Lake Lyndon, there are various rivers, streams and a lake clearly depicted on SO 11313 (1969) without a one chain strip, having been laid off.			
b) Date Created	In view of LINZ letter dated 13 November 1997 regarding "Lilybank" and Ministerial Co- Ordinating Committee/State Owned Enterprises paper 271 dated 31 March 1987 (Dept of Justice) it would appear this memorial to have no substance unless a one chain strip was laid off by definition on a plan in the Chief Surveyors records.			
c) Plan Reference				

LAND STATUS REPORT for BROOKSDALE				[LIPS ref.12778]
Property	1	of	2	

Research - continued

Property	1	of	2	
If Crown land - Check Irrigation Maps.				N/A
Mining Maps				Map K34 reference No.4, application 32 3135, registered as Mining Licence No.983675/1 term of 42 years (expires year 2032). Map K35 & L34/35 no interest identified.
If Road				
a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989				a) SO Plan: 2620, 6540, Topo 7P, 24P, 25P (Crown Grant & section 110A Public Works Act 1928). Subject to Transit New Zealand Act 1989 (S.H No.73)
b) By Proc				b) Proc Plan: N/A
				c) Gazette Ref N/A.
Other Relevant Information				
a) Concessions - Advice from DOC or Knight Frank.				a) Recreation Permit application by "Glacier Helicopters" (RP 60). No conclusion ?
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998.				b) Subject to Part 9 Ngai Tahu Claims Settlement Act 1998.
c) Mineral Ownership				c) 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 Kemp Purchase 1848. Contained in [provide evidence]: PR 385 (1917) Run 171 (Pt Run 332) earliest lease available after Canterbury gazette 1867 page 159 & 160 (No.190,211 & 287), confirmation of runs under the Canterbury Land Regulations. Section 1 SO 15245 (formerly Pt Run 171) NZ gazette 1881 page 959 (Growth and Preservation of Timber). SOE Act 1986 provided mechanism to reallocate land as UCL (refer MCLA minute 4/332 dated 07 December 1988 category 22).
d) Other Information				d) Although not immediately relevant to the lease in general, the southeastern boundary region consists of a small area of "grid ironing/spotting" contained in all freehold certificate of title 21B/164 to W.M Milliken & B.W Stokes.

File Reference : LINZ (LIPS) 12778

4th Floor, Knight Frank House
76 Cashel Street, Christchurch
Telephone: (03) 379 9787
Facsimile: (03) 379 8440

CERTIFICATE OF AUTHORISATION

PROPERTY ADDRESS:

BROOKSDALE - LAKE LYNDON
CANTERBURY

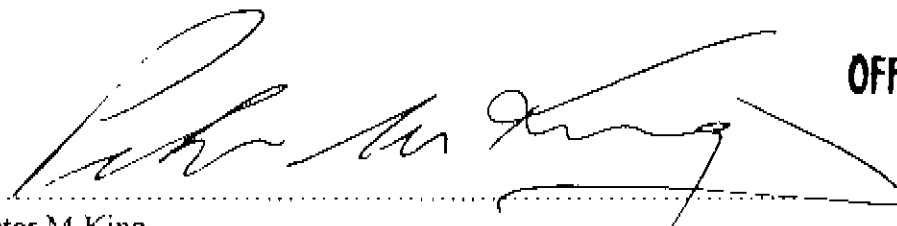
ASSURANCE

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 CCPO; 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.



Peter M King
Crown Accredited Agent

Date: 24 September 1999

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Corporate Offices

Auckland
Wellington
Christchurch

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Malawi
Monaco

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Portugal
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South Africa
Spain
Sweden

Tanzania
The Netherlands
United Kingdom
United States
of America
Zimbabwe

Postal Address:

P.O. Box 142, Christchurch
New Zealand

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

INTERNATIONAL PROPERTY CONSULTANTS

KNIGHT FRANK (NZ) LIMITED

This report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50178 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT for BROOKSDALE				[LIPS ref: N/A]
Property	2	of	2	

Land District	Canterbury
Legal Description	RS 21097 situated in Block IV Coleridge Survey District
Area	8.0937 hectares
Status	Freehold in fee simple.
Instrument of title	All CT 21B/406
Encumbrances	Nil
Mineral Ownership	Non statute minerals - Private
Statute	Land Transfer Act 1952

Date Current as at	24 September 1999
Certification Attached	Yes

Prepared by	
Crown Accredited Agent	Peter M King Knight Frank (NZ) Limited

BROOKSDALE RESEARCH - Property 2 of 2

<p>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</p>	<p>N/A</p>
--	------------

LAND STATUS REPORT for BROOKSDALE [LIPS ref.: N/A]			
Property	2	of	2

Research Data: *Some Items may be not applicable*

Property	2	of	2	
SDI Print Obtained	Yes			
NZMS 261 Ref	K348			
Local Authority	Selwyn District Council			
Crown Acquisition Map	Kemp Purchase			
SO Plan	SO 4230 (1884)			
Relevant Gazette Notices	N/A			
CT Ref / Lease Ref	CT 21B/406			
Legalisation Cards	N/A			
CLR	N/A			
Allocation Maps (if applicable)	N/A			
VNZ Ref - if known	Assessment 24270-15300.			
Crown Grant Maps	SO 4230 (1884)			
If Subject land Marginal Strip:				
a) Type [Sec 24(9) or Sec 58]	N/A			
b) Date Created				
c) Plan Reference				

LAND STATUS REPORT for BROOKSDALE				[LIPS ref.: N/A]
Property	2	of	2	

Research – continued

Property	2	of	2	
If Crown land - Check Irrigation Maps.				N/A
Mining Maps				K34- No interest identified.
If Road				
a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989				a) SO Plan: SO 4230 (Crown Grant)
b) By Proc				b) Proc Plan N/A
				c) Gazette Ref N/A
Other Relevant Information				
a) Concessions - Advice from DOC or Knight Frank.				a) N/A
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998.				b) N/A
c) Mineral Ownership				c) Non statute minerals are owned by CT 21B/406. Contained in CT 119/190 (1885)
d) Other Information				d) N/A

File Reference : LINZ (LIPS) N/A

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4th Floor, Knight Frank House
76 Cashel Street, Christchurch
Telephone: (03) 379 9787
Facsimile: (03) 379 8440

CERTIFICATE OF AUTHORISATION

PROPERTY ADDRESS:

**BROOKSDALE - LAKE LYNDON
CANTERBURY**

ASSURANCE

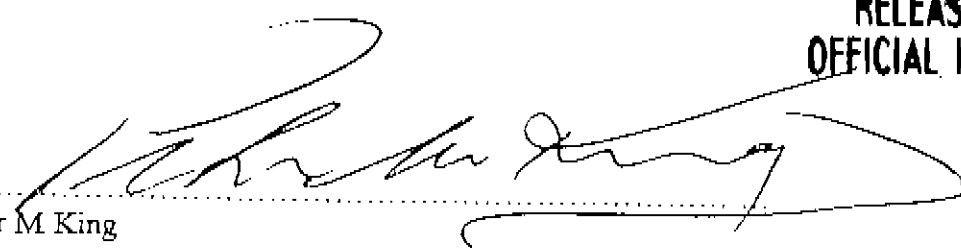
Knight Frank (NZ) Limited gives an assurance that the document attached to this certificate is in order for signature.

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

- The New Standards & Guidelines Manuals CCPO; Legalisation/Roading, OSG Standard 1995/05.
- Land Act 1948
- 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.

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Peter M King
Crown Accredited Agent

Date: 24 September 1999

Corporate Offices

Auckland
Wellington
Christchurch

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Italy
Japan
Malawi

Nigeria
Portugal
Singapore
South Africa
Spain

Tanzania
The Netherlands
United Kingdom
United States
of America

Postal Address:

PO Box 142, Christchurch
New Zealand
Knight Frank (NZ) Limited
(An LPL Group Company)

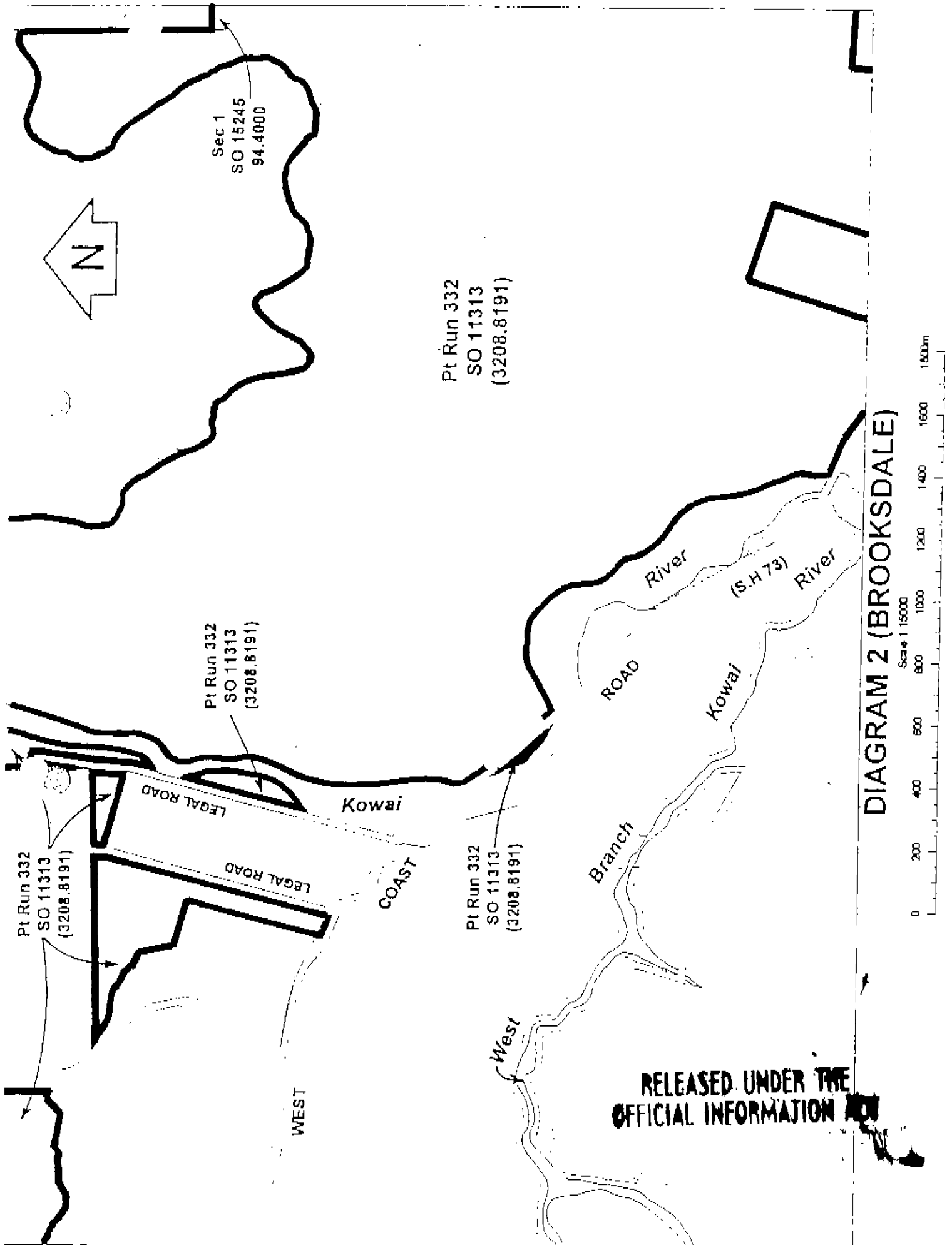
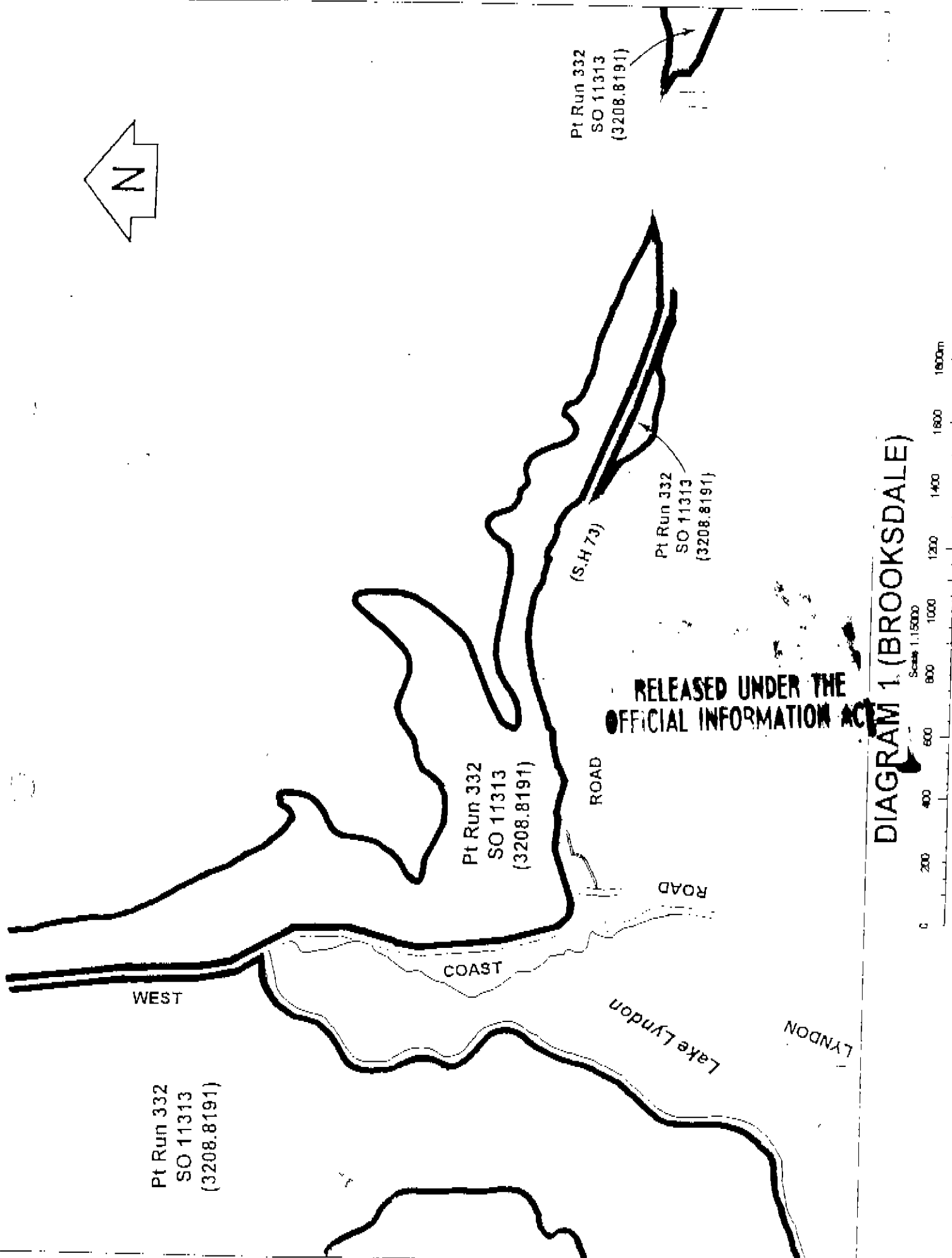


DIAGRAM 2 (BROOKSDALE)



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DIAGRAM 1 (BROOKSDALE)

