

Crown Pastoral Land Tenure Review

Lease name : CLOUDY PEAKS

Lease number : Pt 029

Due Diligence Report (including Status Report) - Part 1

This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

The report attached is released under the Official Information Act 1982.

April 09



DUE DILIGENCE REPORT CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

File Ref: Pt 029 Cloudy Peaks

Report No: R2182

Report Date: 20 May 2002

LINZ: CON/50268/09/12685/A-ZNO

Office of Agent: Timaru

LINZ Case No: 02/
TR 02/459

Date sent to LINZ: 21 May 2002

RECOMMENDATIONS

1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** the following matter;
 - a) There is no legal access to RS 41129 being the land surrendered in 1982 and now controlled by the Department of Conservation under Section 62 Conservation Act 1987 on which is located the Mt Dobson Skifield.

Signed for DTZ New Zealand Ltd

R A Ward-Smith Manager - Timaru

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

Name: GRANT KASPER WEBLEY

Date of decision: 28/5/02



1. Details of lease:

Lease Name: Cloudy Peaks
Location: Fairlie, South Canterbury
Lessee: Larry Donald Murdoch and Glenys Carol Murdoch
Tenure: Pastoral Lease under the Land Act 1948
Term: 33 years from 1 July 1985
Annual Rent: \$4,162.50 plus GST
Rental Value: \$185,000.00
Date of Next Review: 1 July 2007
Land Registry Folio Ref: CB 529/52
Legal Description: Rural Section 41130, 41408, 41409 and 41410 situated in Blks XII and XVI Tekapo Survey District and Blks IX and XIII Opuha Survey District
Area: 1,685.6490 hectares (subject to survey)

2. File Search

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 029</i>	<i>I</i>	<i>95</i>	<i>22 October 1932</i>	<i>Not continued</i>	<i>22 February 1973</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 029</i>	<i>II</i>	<i>332</i>	<i>19 September 1965</i>	<i>563</i>	<i>16 March 1967</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 029</i>	<i>III</i>	<i>564</i>	<i>1 March 1976</i>	<i>661</i>	<i>3 February 1978</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 29</i>		<i>662</i>	<i>February 1978</i>	<i>Not continued</i>	<i>27 January 1998</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 029</i>	<i>Plans Only</i>	<i>Not used</i>	<i>Not dated</i>		

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 29</i>		<i>169</i>	<i>27 April 1951</i>	<i>327</i>	<i>4 November 1964</i>

3. Summary of lease document:

Terms of lease

Pastoral Lease for a term of 33 years from 1 July 1985 pursuant to Section 66 and as registered under Section 83 Land Act 1948.

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

Area adjustments

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

Registered interests

- 1 Document 926824 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 registered 7.9.1973
- 2 Document A391065.4 Mortgage to Perpetual Trust Limited registered 17.2 1973

Unregistered interests

Access road through the lease to Mount Dobson Skifield. Current arrangement not known.

4. Summarise any Government programmes approved for the lease:

A Soil and Water Conservation Plan registered as the Land Improvement Agreement, a copy of which is attached to the status report on file and appended as Appendix 3. The programme developed in 1973 proposed to carry out the following:

21% erosion control fencing, 4% off site fencing, 18% oversowing and topdressing, 17% retirement fencing, 3% internal cattle proofing, 37% boundary cattle proofing. The total cost of the programme being approximately \$26,512.

It also proposed that the farm conservation plan ensure that Block A2, 520 acres approx. be surrendered on completion of fencing, Block A1, 5,590 acres be grazed with cattle only, Block A7, 120 acres and Block A3, 715 acres be spelled from sheep grazing for half of the growing season. Cattle will be used to control rank growth and therefore the need for burning. Cattle numbers may be increased to 200 breeding cows and replacements. The fenced areas G1 and G2 being 10 and 27.5 acres be retired from grazing and be made available to the South Canterbury Catchment Board for soil and water conservation treatment.

The surrender of Block A2 has taken place together with Block A1 when Mt Dobson Skifield was established.

5. Summary of Land Status Report:

The Land Status report signed by the Chief Surveyor on 1 May 2002 showed the status of the land as Crown Land subject to the Land Act 1948. It showed the encumbrances as being the Land Improvement Agreement as set out above and in addition noted the land was subject to Part IVA Conservation Act 1987 upon disposition. Minerals remain with the Crown. The area and legal description are as shown above.

6. Review of topographical and cadastral data:

Cloudy Peaks is located 13 kilometres north west of Fairlie. State Highway 8 gives direct access to the property.

It is a small run property, and is operated in conjunction with freehold land nearby. Firewood Stream and the Opihi River border the south and southwest boundary. The boundary fence is on or very close to the legal boundaries as shown.

Altitude is between 450 – 1200 metres rising from easy downs to steep hill. The property has a generally southerly aspect with the exception being the small ridges found in the northeastern part of the property. Public access by way of a metalled road runs through the property so as to give access to the Mt Dobson Ski Field, which lies north of the property on the slopes of Dobson Peak. The access road leads from State Highway 8 via an adjoining property, then through the Cloudy Peaks lease.

7. Details of any neighbouring Crown or conservation land

There is no Conservation land within the boundaries of the pastoral lease. However Public Conservation land adjoins the property as advised by Robert Cant, DGC's Delegate, Department of Conservation in a letter dated 1 May 2002.

- (i) A marginal strip to the south of the property on the Opihi River refereed to by the DGC's Delegate as the Silverstream Marginal Strip is pursuant to Part IVA of Conservation Act 1987 Ref. (I37/58).

There is no reference in the Certificate of Lease to Section 58 Land Act 1948 marginal strips. However, on SO 15433 a small area of Crown Land fronting the Opihi River is shown as reserved from sale pursuant to Section 58 LA 1948.

- (ii) A Stewardship Area on Mt Dobson (Ref. I37/22) adjoins the north west boundary; this is pursuant to Section 62 of the Conservation Act 1987. It contains the protected natural area described as PNA 03 Mt Dobson, in the Two Thumb District of the Heron Ecological Region. The area is former Crown Land allocated to Department of Conservation during the Lands and Survey split.

The Stoneleigh Pastoral Lease is to the north and north east of the property. All other surrounding area is freehold or Crown Renewable Lease.

8. Summarise any uncompleted actions or potential liabilities:

1. Letter from the lessee 31 October 1951 (see folio 176), highlights land is being, and has been lost through river erosion. Yet there is neither further mention of more land being lost nor whether or not alterations were carried out taking into account this land being "...lost..." permanently from the lease. The writer notes "...two de-valuing factors, caused by river erosion...":

- (i) "In original lease river frontage was completely fenced. Fence is now entirely washed away taking with it 4 acres of arable pastureland, and a further 6 or 7 acres of arable land is threatened. Sheep yards and dip are also threatened.

- (ii) There is no bridge due to frequent wash outs."

This does not appear to create a commitment to the Crown or a liability.

2. It is noted that there is no legal access to RS 4112, this being the land surrendered in 1982 and now under the control of the Department of Conservation under Section 62 Conservation Act 1987. Therefore the land is isolated within Pastoral Lease land. In 1975 Case 75/8961 records that the LSB resolved to approve the surrender of 224 ha and that it remain Crown Land subject to a management plan and to satisfactory access being made to the areas (there was more than one piece of land). Also noted is that it would be affected by the Skifield proposal by way of the access road passing through it. The land referred to in the case is now part of RS 41129 which includes a larger area subsequently surrendered as a result of the Skifield development.

It is thought an agreement may exist between the Skifield Operator and the lessee in respect to the Skifield access through the lease.

Access to RS 41129 is a matter that needs to be addressed in any future Tenure Review investigation.

3. The Status Report identified that a strip of land fronting the Opihi River is reserved from sale pursuant to Section 58 Land Act 1948 on SO 15433. It also noted that this is now subject to Section 24(3) Conservation Act 1987. No further action is required.
4. The total area of the parcel of land surrendered in 1982 was 2,728.0 ha. The file (at folio 715 file Feb 78 – Jan 98) details the land to be surrendered comprising the following parcels:

- (i) 2,465 ha approx. primarily the Mt Dobson Ski Field area and access to be managed as a Crown Land Area (Case No 9041)
- (ii) 224 ha approx. to be UCL Mgmt area, and planting and shingle trap to be maintained by South Canty. Catchment Board (Case No 8961)
- | |
|-----------------------------|
| 210 ha – Management Area |
| 4 ha – Shingle Trap |
| <u>10 ha – Shingle Trap</u> |
| 224 ha Total Area |

The above proposal does not equal that surrendered as enumerated below.

The estimated 2,645 ha (Skifield) and 210 ha (Management Area) comprises upon survey the area of 2,728.0 ha as surrendered. It had been decided that the two shingle trap areas, which had no legal access did not need to be surrendered to fulfil the purpose and could be accommodated within the terms of the Soil and Water Conservation Plan. A third shingle trap area (RS 41410) was not mentioned at the time but appears on the survey plan. It has legal access but was not surrendered. Note that on Sheet 3 of SO 15433 in Diagram D the legal road to RS 41410 is incorrectly shown.

It would appear that no immediate action be taken as there does not appear to be any commitment to surrender the gravel trap areas.

APPENDICES

- 1 Copy of Land Status Report**
- 2 Copy of Certificate of Lease**
- 3 Copy of Land Improvement Agreement**
- 4 Survey Plan SO 15433 sheet 1 & 3**

Appendix 1



New Zealand

International Property Advisers

Your File reference : LINZ (LIPS 12685) File P 29
Our File Reference : 1022

CERTIFICATE OF AUTHORISATION

PROPERTY ADDRESS:

CLOUDY PEAKS PASTORAL LEASE (P 29)- STATUS REPORT.

ASSURANCE

DTZ New Zealand gives an assurance that the document attached to this certificate is in order for signature.

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

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

In giving this assurance **DTZ New Zealand** undertakes that all relevant policy instructions, legal requirements, court judgements and any other matters have been taken into account and applied where appropriate.


Murray Bradley
Crown Accredited Supplier / Nominated Person

Date : 17/4/2002

DTZ New Zealand Limited MREINZ, Level 4, 76 Cashel Street, Christchurch, PO Box 142, Christchurch, New Zealand
Telephone +64 3 379 9787 Fax +64 3 379 8440 Email christchurch@dtz.co.nz Website www.dtz.co.nz

DTZ New Zealand is within the DTZ Debenham Tie Leung group of companies. This group is in international alliance with AEW Capital Management and the Staubach Company in USA. Globally DTZ has over 6,500 staff in 33 countries and 125 offices.

DTZ NEW ZEALAND

Appendix A

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

LAND STATUS REPORT for CLOUDY PEAKS				<i>[LIPS ref.12685]</i>
Property	1	of	1	

Land District	Canterbury
Legal Description	Rural Sections 41408 and 41409 situated in Block XIII Opuha Survey District, Rural Section 41410 situated in Block IX Opuha Survey District and Rural Section 41130 situated in blocks IX and XIII Opuha and Blocks XII and XVI Tekapo Survey Districts
Area	1685.6490 Hectares.
Status	Crown Land subject to the Land Act 1948
Instrument of lease	Balance Computer Interest Register CB 529/52 pursuant to Section 66 and as registered under Section 83 of the Land Act 1948
Encumbrances	- 926824 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941. - Subject to Part IVA Conservation Act 1987.
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 Deed of Purchase in 1848.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	17 April 2002.
[Certification Attached]	Yes

Prepared by	Murray Bradley 
Crown Accredited Agent	DTZ New Zealand

DTZ NEW ZEALAND

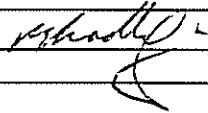
Appendix B

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

LAND STATUS REPORT for CLOUDY PEAKS				<i>[LIPS ref.12685]</i>
Property	1	of	1	

Land District	Canterbury
Legal Description	Rural Sections 41408 and 41409 situated in Block XIII Opuha Survey District, Rural Section 41410 situated in Block IX Opuha Survey District and Rural Section 41130 situated in blocks IX and XIII Opuha and Blocks XII and XVI Tekapo Survey Districts
Area	1685.6490 Hectares.
Status	Crown Land subject to the Land Act 1948
Instrument of lease	Balance Computer Interest Register CB 529/52 pursuant to Section 66 and as registered under Section 83 of the Land Act 1948
Encumbrances	- 926824 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941. - Subject to Part IVA Conservation Act 1987
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	17 April 2002.
[Certification Attached]	Yes

Prepared by	Murray Bradley 
Crown Accredited Agent	DTZ New Zealand

Certification:

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

..... 

Date ... 1 / 5 / 2002

R Moulton, Chief Surveyor
Canterbury Land District
Land Information New Zealand

CLOUDY PEAKS RESEARCH - Property 1 of 1

Notes : This information does not affect the status of the land but was identified	a) (1) We note that a strip of land fronting the Opihi River has been reserved from sale pursuant to Section 58 Land
---	--

as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6	Act 1948 on SO 15433 (Sheet 3),now subject to Section 24(3) Conservation Act 1987.
---	---

LAND STATUS REPORT for CLOUDY PEAKS				<i>[LIPS ref.12685]</i>
Property	1	of	1	

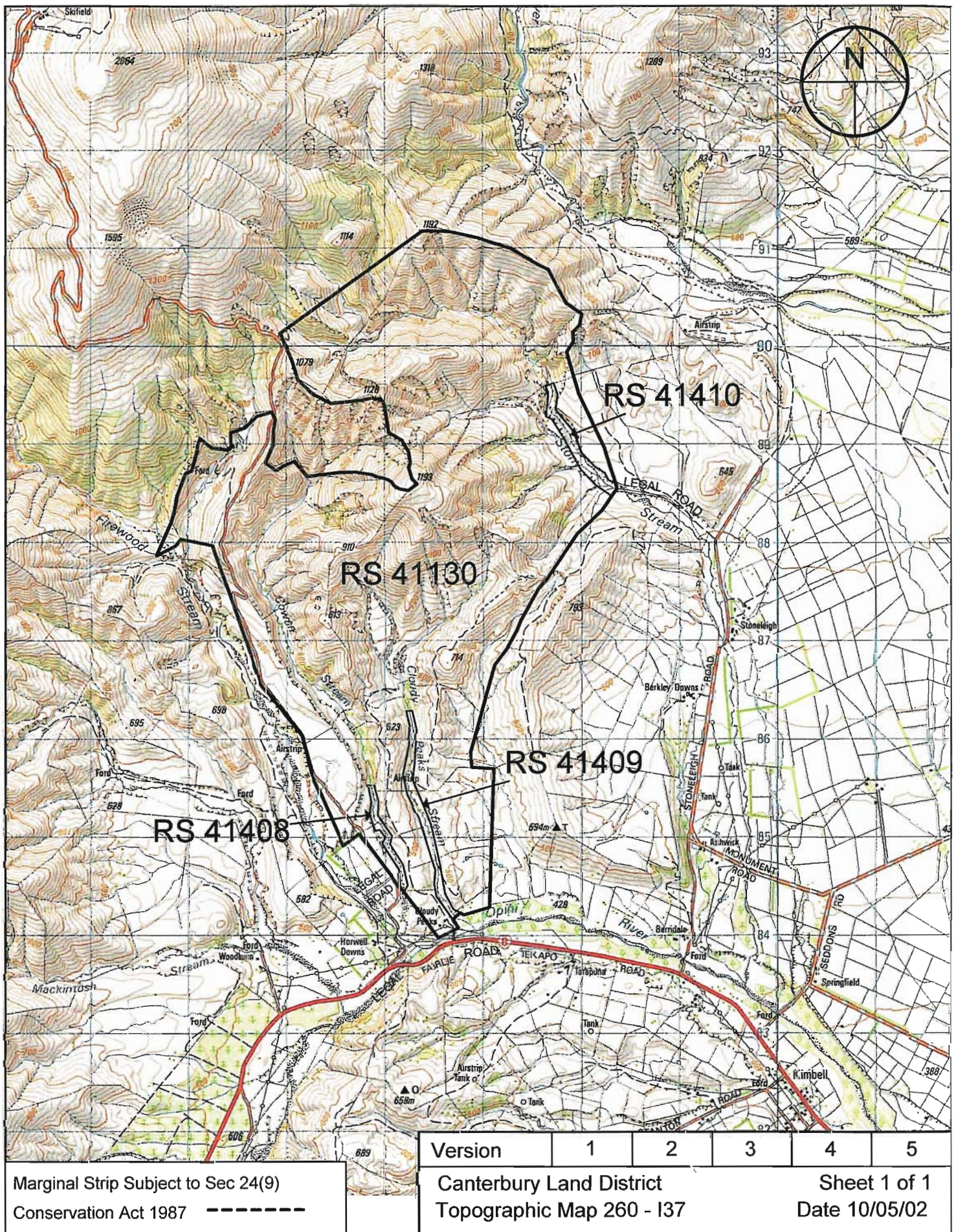
Research Data: Some Items may be not applicable

Property	1	of	1	
SDI Print Obtained	Yes			
NZMS 261 Ref	I 37			
Local Authority	MacKenzie District Council			
Crown Acquisition Map	Kemp Deed of Purchase.			
SO Plan	SO 15433 (24/5/1982) defines RS 41129,41130,41408-41410			
Relevant Gazette Notices	N/A			
CT Ref / Lease Ref	Balance CIR CB 529/52			
Legalisation Cards	SO 15433 -No Card			
CLR	N/A			
Allocation Maps (if applicable)	A search of the SOE/DOC/UCL Allocation Maps & Schedules revealed no allocations within the Run boundaries .However an area allocated to DOC (allocation no 14 on Sheet I 37) adjoins the run on the northern boundary and is described as RS 41129.			
VNZ Ref - if known	25280/15500			
Crown Grant Maps	N/A			
If Subject land Marginal Strip:				
a) Type [Sec 24(9) or Sec 58]				a) We note that a strip of land fronting the Opihi River has been reserved from sale pursuant to Section 58 Land Act 1948 on SO 15433 (Sheet 3),now subject to Section 24(3) Conservation Act 1987.
b) Date Created				b) 24 May 1982.
c) Plan Reference				c) SO 15433

LAND STATUS REPORT for CLOUDY PEAKS				<i>[LIPS ref.12685]</i>
Property	1	of	1	

Research – continued

Property	1	Of	1	
If Crown land - Check Irrigation Maps.				N/A
Mining Maps				No Mining Interests are recorded within the Run boundaries in the National Mining Index.
If Road				
a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989				a) N/A
b) By Proc				b) N/A
c) Plan No				c) N/A
Other Relevant Information				
a) Concessions - Advice from DOC or DTZ New Zealand				a) There are no Conservation areas and no concessions have been issued within the run. However DOC have advised that there are 2 areas of Public Conservation land adjoining the run known as I 37/22 - Mt Dobson Conservation Area and I 37/58 - Silverstream Marginal Strip held pursuant to Part IVA Conservation Act 1987.
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) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the Kemp Deed of Purchase. Contained in: CT'S 280/102 and 280/122 (1913) being the earliest leases issued in the Land Transfer Office since the establishment of pastoral runs in the Canterbury Land District.
d) Other Information				d) Nil



Marginal Strip Subject to Sec 24(9)

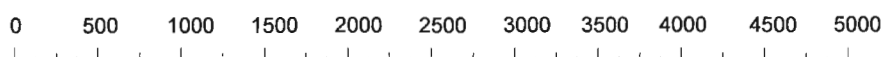
Conservation Act 1987 -----

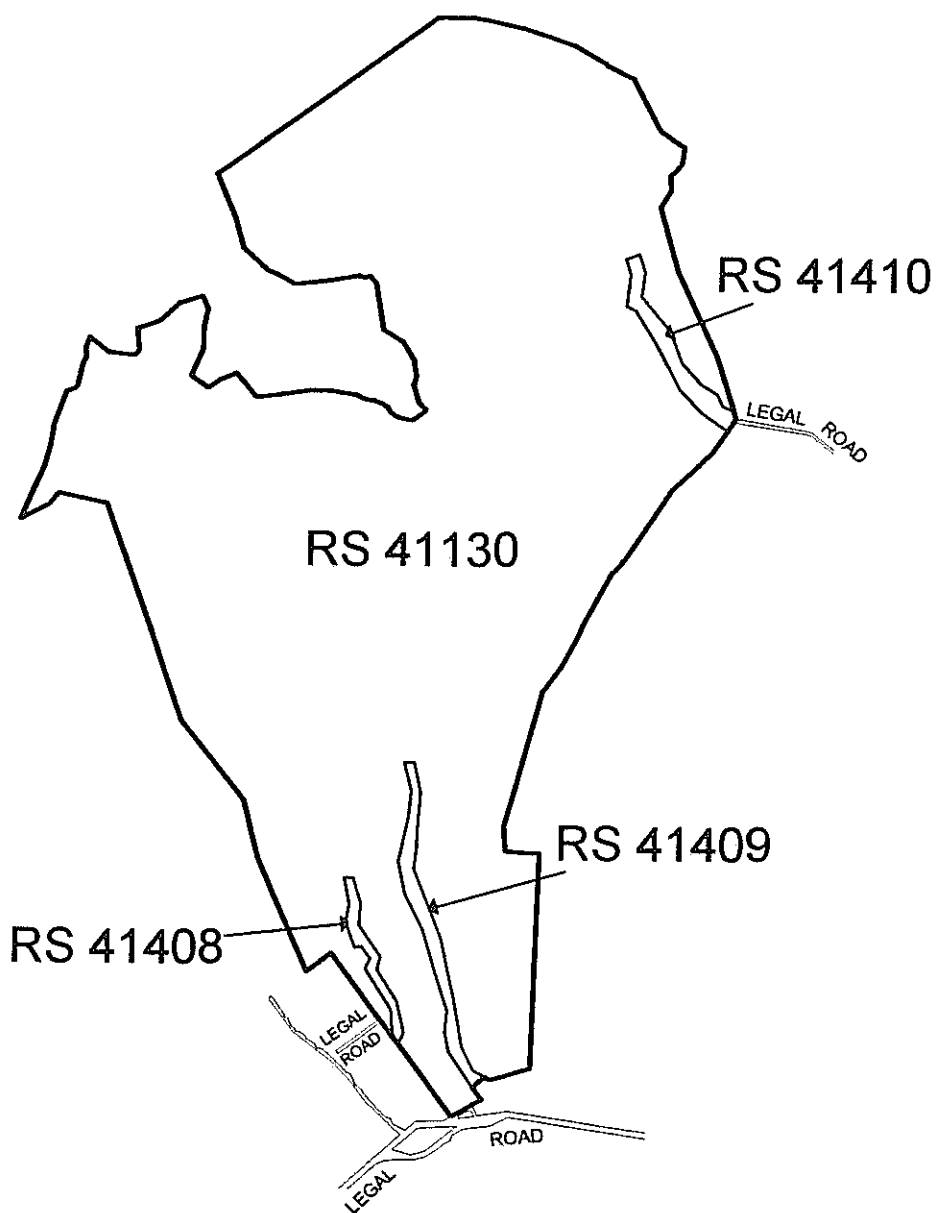
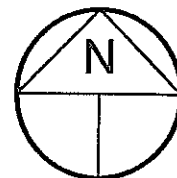


PO Box 13-343
Christchurch
Ph: 379 9903

Cloudy Peaks

Scale 1:50000





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

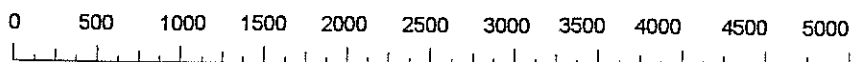
Version	1	2	3	4	5
Canterbury Land District			Sheet 1 of 1		
Topographic Map 260 - I37			Date 10/05/02		



PO Box 13-343
Christchurch
Ph: 379 9903

Cloudy Peaks

Scale 1:50000



Appendix 2



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Historical Search Copy

R. W. Muir
Registrar-General
of Land

Identifier **CB529/52**
Land Registration District **Canterbury**
Date Registered 29 September 1954 10:37 am

Part-Cancelled

Prior References
CB280/102 CB280/122

Type	Lease under s83 Land Act 1948	Term
Area	4413.6490 hectares more or less	Thirty-three years commencing on the first day of July 1952 and renewed for 33 years commencing 1.7.1985

Legal Description Rural Section 41129, Rural Section 41130,
Rural Section 41408, Rural Section 41409
and Rural Section 41410

Original Proprietors
Larry Donald Murdoch and Glenys Carol Murdoch

Interests

926824 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 7.9.1973 at 9.00 am
157855.1 Certificate of Alteration under s113 Land Act 1948 varying the terms of the within lease- 30.11.1977 at 9.15 am
411813.2 Partial Surrender of Lease as to Rural Section 41129 (2728.0 hectares) - 29.11.1982 at 10.03 am
712034.1 Variation of the terms of the within lease and renewal for 33 years commencing 1.7.1985 - 17.11.1987 at 11.16 am
712034.2 Certificate of Alteration under s113 Land Act 1948 - 17.11.1987 at 11.16 am
A391065.4 Mortgage to Perpetual Trust Limited - 17.2.1999 at 9.51 am

REGISTER

(L and R. 1-1)

NEW ZEALAND,

Entered in the Register-book, Vol. 529, fol. 52

Second-class Removal of (as in Exchange for) Lease

registered in Vol. fol.

CANTERBURY

the 29th day of September

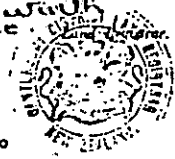
Reference: Vol. 283 Folio 122 (Expired)
Part Vol. 280 Folio 102 (Expired)

LAND DISTRICT

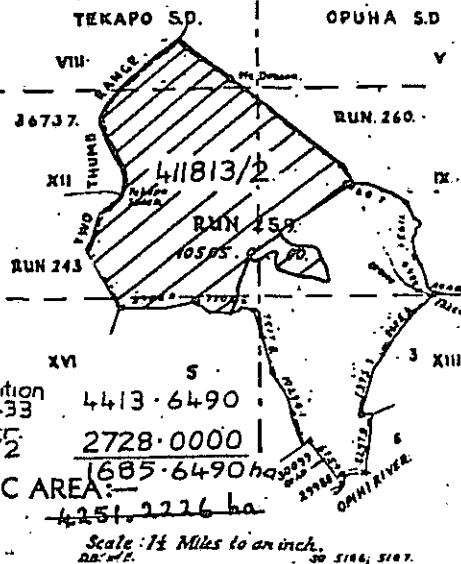
1954 at 10.30 o'clock

Pastoral Lease of Pastoral Land under the Land Act, 1948

No.
P.29



This Deed, made the first day of May, one thousand nine hundred and fifty-two, between HER MAJESTY THE QUEEN (who, with her heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and ALISTER MACKENZIE, of the other part, of the Parish of



situated in the Land District of Canterbury Run 255 "Cloudy Peak" situated in Tekapo and Opuha Survey Districts (Mackenzie County)

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and fifty-two together with the period between the date of this lease and the aforesaid first day of July 1952

Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Canterbury the clear annual rent of Two hundred and thirty pounds (£230 0 0) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) (the receipt of which sum is hereby acknowledged) and thereafter (half-yearly instalments of) pounds shillings and pence (£ : :) on the 1st day of January and the 1st day of July in each year in the same manner as rent.

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

1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved as the same and in the manner hereinafter named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Canterbury (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1923.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1923.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purposes on the said land nor where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1923, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

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

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1918) on or under the surface of the soil of the said land, and all such minerals are reserved to Her Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 50 yards of a road, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building: dwelling-house: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purposes on the said land, but not otherwise.
- (c) THAT upon the expiration or effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the survival thereof and all provisions ancillary or in relation thereto.

Image Quality due to Condition of Original

9

529/52

(d) THAT the Lessee shall have no right of acquiring the fee simple of the said land;
 (e) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:-

- (i) Cultivate any portion of the said land for the purpose of growing winter food for the stock depastured thereon;
- (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
- (iii) Plough and sow in grass any portion of the said land;
- (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
- (v) Surface sow in grass any portion of the said land;

Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.

See below (f) THAT the Lessee shall, within the time specified in writing of the Commissioner, and for the purpose of this clause it is hereby mutually declared and agreed between the Lessee and the Commissioner that the number of sheep to be depastured on the said land during the lease shall not exceed the number of sheep to be depastured on the said land during the lease as determined by the Commissioner, and the Lessee shall be liable to pay a fee of one shilling and sixpence for every sheep depastured on the said land during the lease.

(g) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 118 of the Land Act, 1949, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.

(h) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1949, and the provisions of the said Act and of the regulations made thereunder applicable to such lease shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

Improvements Belonging to the Crown and Being Permitted by the Lessee

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

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

Witness: John Gifford
 Occupation: Land Office Clerk
 Address: Christchurch

[Signature]
 Assistant Commissioner of Crown Lands

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

Witness: [Signature]
 Occupation: Supervisor
 Address: Christchurch

[Signature]
 Lessee

Am. (f) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked, so long as the number of sheep depastured on the said land does not exceed 2420 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafore reserved) and the number of cattle does not exceed 40, but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

Sub 495 Mortgage
 to The State of New Zealand
 Zealand production 24.2.1972
at 10.30 am
at 10.30 am

Variation of Mortgage 346495-7-3-1966 at 12.10 pm

Transfer 858328 to John William Querin and James Austin Querin of Klondyke, Farmers, as tenants in common in equal shares - 29.2.1972 at 10.8 am.

Mortgage 858329 to James Porter Edgar, to Gordon Davidson Beattie Nelson, to George McDonald and Gordon Mitchell McDonald, to Edward Darvell Templer and Chloe Ruth Wooding, to Robert Matthew Armstrong, to Helen Mary Walton, to Robert Angelina Elizabeth, to George End to Nancy Myra Stewart and Samuel James Bruce - 29.2.1972 at 10.8 am.

LAND & DEEDS	
Name	<u>Patricia Lee</u>
From	<u>C.C.L.</u>
Date	<u>29 SEP 1954</u>
Time	<u>10.37 AM</u>
Fee	<u>£ 1.51</u>
Amount No.	<u>6032</u>

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

Transmission 895987 of the interest of Chloe Ruth Wooding of Mortgage 859329 - to Edward Darvell Templer as Survivor - 26/1/1973 at 2.48 p.m.
at 2.48 p.m.
A.L.R.

Transmission 895987 of the interest of Chloe Ruth Wooding in Mortgage 858329 to Edward Darvell Templer (incorrectly named Edward Darvell Templer) as Survivor - 26/1/1973 at 2.48 p.m.
A.L.R.

Transfer 921559 to Mathewson Farm Limited at Ranfurly - 1.8.1973 at 11.40 a.m.
A.L.R.

Mortgage 921560 to The Perpetual Trustees Estate and Agency Company of New Zealand Limited - 1.8.1973 at 11.40 a.m.
A.L.R.

Mortgage 921561 to John W

Mortgage 924564 to John William Guerin and James Austin Guerin in Shares - 1.8.1973 at 11.40 a.m. *error* *DAIR* *A.L.R.*

Transfer 721210/2 to Larry Donald Murdoch and Glenys Carol Murdoch, both of Cloudy Peaks, Fairlie, Farmers - 19.1.1988 at 9.21am

No.920324 Land Improvement Agreement Pursuant to Section 30 (Subsection 3) and 30 A Soil Conservation and Rivers Control Act 1941 - 7/9/1973 at 9 a.m.

Mortgage 721210/3 to John William Guerin - 19.1.1988 at 9.21am

Phonah *A.L.R.*
of the share of James Austin Guerin
Transfer 946720 to John William Guerin of Cloudy Peaks, Fairlie, Farmer - 18.2.1974 at 9.50 a.m.

A 10235/1.

Mortgage A237913/3 to The National Bank of New Zealand Limited - 17.2.1999 at 9.51am

No 157855/1 Certificate of Alteration varying the terms of the within lease and reducing the annual rental to \$450 as from 1.7.1976 30.11.1977 at 9.15 am.

A391065.4 Mortgage to Perpetual Trust Limited - 17.2.1999 at 9.51

No. 384958/1 Change of Appellation whereby the within land is now known as Rural Sections 41129, 41130, 41408, 41409 and 41410 - 2.6.1982 at 9.29 a.m.

No. 411813/1 Certificate of Alteration under Section 113 Land Act 1948 whereby following redefinition by survey and area has been increased to 4413.6490 hectares - 29.11.1982 at 10.03 a.m.

No. 411813/2 Surrender of within lease as to R.S. 41129 (2728.0 hectares) - 29.11.1982 at 10.03 a.m.

Mortgage 461507/1 to Walton & Stubbs Nominees Limited - 11.11.1986 at 10.18 am

Variation of Mortgage 461507/1 - 11.11.1986 at 9.50a.m.

No.712034/1 Variation of the terms of the within lease and renewing for 33 years commencing 1.7.1985 - 17.11.1987 at 11.16am

No.712034/2 Certificate of Alteration under Section 113 of the Land Act 1948 - 17.11.1987 at 11.16am



Appendix 3

THIS AGREEMENT made the *eight* day of *August* 1973.

BETWEEN the South Canterbury Catchment Board duly constituted under the Soil Conservation and Rivers Control Act 1941 (hereinafter called "the Board") of the one part and **JOHN WILLIAM GUERIN and JAMES AUSTIN GUERIN** of "**CLOUDY PEAKS**" (hereinafter with his executors, administrators and assigns called "the Owner") of the other part

WHEREAS the Owner is the owner/lessee of that parcel of land described in the First Schedule hereto (hereinafter referred to as "the said land").

AND WHEREAS it has been agreed by and between the Owner and the Board that certain works described in the Conservation Plan set out in the Second Schedule hereto (hereinafter called "the works") be carried out for the control of erosion and the conservation of the soil on the said land and also to facilitate greater production on the said land AND WHEREAS the Board has agreed pursuant to Section 30 of the Soil Conservation and Rivers Control Act 1941 to make certain grants by way of subsidy to the Owner in respect of the works

AND WHEREAS the parties hereto desire to enter into a Land Improvement Agreement under subsection (3) of Section 30 and under Section 30A of the Soil Conservation and Rivers Control Act 1941

AND WHEREAS the terms of this agreement as hereinafter set out have been approved by the Soil Conservation and Rivers Control Council

NOW THEREFORE the parties hereto do hereby covenant and agree one with the other as follows:

1. IN consideration of the premises and of the covenants hereinafter contained and on the part of the Board to be observed and performed the owner will during the next **FIVE** years carry out the works in accordance with the Conservation Plan and the Specifications described therein.

2. IN consideration of the premises and of the covenants hereinafter contained and on the part of the Owner to be observed and performed the Board will at its own expense subsidise the work carried out by the Owner in accordance with the Conservation Plan set out in the Second Schedule hereto and according to the Specifications therein in the proportions described in the aforementioned Conservation Plan.

3. UPON completion of any item of work referred to in the Second Schedule to the satisfaction of the Board the Board shall pay to the Owner the subsidy shown therein as payable in respect of that item.

4. THE Owner shall keep and maintain in good condition to the

- 2 -

5. THE Owner shall when required supply all necessary information and data to the Board to enable it to compile grazing and production records of the said land as a means of evaluating the benefit derived from the Conservation Plan.

6. IT is agreed by the parties hereto that the Conservation Plan may be modified from time to time by agreement in writing between the parties.

7. THE Owner shall and will grant full power and authority to the Board, its Soil Conservators, Surveyors, Engineers, Employees, Workmen, Agents, Servants and Invitees with or without horses, carts, motor cars, trucks and other vehicles from time to time and at all times during the period of this Agreement to enter and remain upon such portions of the said land as may be necessary for the purpose of inspecting the progress and observing the results of the works and measures specified in the Conservation Plan or of carrying out any tests, surveys, bores or other works in connection with the Conservation Plan. *218*

8. IF the Owner shall make default in the observance or performance of any covenant on his part hereinbefore contained and such default shall continue for a period of fourteen days after written notice thereof has been served on the Owner by the Board setting out the nature of such default and requiring the Owner to remedy the same then the Owner shall within seven days of demand being made on him by the Board pay to the Board the amount expended by the Board on the works up to the date of such default and such amount shall be recoverable by the Board in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

9. IT is hereby agreed by and between the parties that this Agreement is a Land Improvement Agreement under subsection (5) of Section 30 of the Soil Conservation and Rivers Control Act 1941 and that all the provisions of Section 30A of that Act shall apply to this Agreement.

J. P. L.

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

I, **JOHN WILLIAM GUERIN** and the Owner herein do hereby
JAMES AUSTIN GUERIN bind myself and my successors in title to perform and observe the
terms and conditions of this agreement.

SIGNED by the said)

as Owner in the presence of :)

H. H. MacDonald.

Soil Conservator.

THE COMMON SEAL OF
The South Canterbury Catchment Board
was hereunto affixed
in pursuance of a resolution
of the Board in the presence of:



J. P. Lowe) Members of
the Board

J. P. Lowe Secretary

I, _____ of Timaru, Secretary to the
South Canterbury Catchment Board DO HEREBY CERTIFY that the
within written Agreement is one that is capable of registration
and I do hereby apply for the registration of the said Agreement
against the land above described in accordance with the provisions
of Section 30A of the Soil Conservation and Rivers Control Act 1941.

THE FIRST SCHEDULE

Run 259 "Cloudy Peaks" situated in
Blocks V, IX, and XIII Opuha S.D. and
Blocks VIII, XII, and XVI Tekapo S.D.
Registered in Volume 529 Folio 52
Canterbury Land District.

Area: 10,505 ac 0 r 00 p

PART I

=====

	<u>Est. Cost</u>	<u>Subsidy</u>
245 chains erosion control fence	5,880	3:1
130 chains erosion control fence	3,120	1:1
72 chains off-site fence	1,584	1:1
320 acres oversowing & topdressing	2,240	1:1
* Plus half the Local Share of the works outlined above as grant.	$\frac{1}{2}$ local share	Grant
310 chains retirement fence	8,525	Grant
60 chains internal cattle proofing	480	1:1
680 chains boundary cattle proofing	2,720	1:1
Soil conservation fee 8%	1,963	Various
	<u>\$26,512</u>	
	=====	

* Grant limited to \$2,669

THE SECOND SCHEDULE

PART II

=====

Conservation practices to follow "The Work" includes modifications in management as outlined in the farm conservation plan. Major modifications are outlined briefly as follows:-

- (A) Block A2 containing 520 acres more or less shall be retired from grazing and surrendered from the Pastoral Lease on completion of the fence.
 - (i) A2 to be treated for soil and water conservation requirements with appropriate designation as decided between the Lands & Survey Department and the Board.
 - (ii) The Owners to have vehicular and stock access through A2 to Stony Creek on a line to be approved by the Lands & Survey Dept. and the Board with the Owners being responsible for the construction and maintenance of the track.
 - (iii) The maintenance of the fences around A2, estimated 435 chains, to be equal responsibility of the owners and the Board.
 - (iv) The Owners to be kept fully informed as to proposed works and any use of A2, particularly as it may affect the management of the surrounding land. They would be made Honorary Rangers to look after the Board's interest in the absence of its officers.
 - (v) Should A2 be no longer required for soil and water conservation purposes it would revert to "Cloudy Peaks" Pastoral Lease. (Reference N.W.A.S.C.O. Circular SC 1969/14 of 30 September 1969 Clause 2 (h).)
- (B) Block A1 containing 5,590 acres, more or less when fenced, shall be grazed with cattle only. Numbers and period of grazing are to be as agreed upon annually between the owners, Lands & Survey Department, and Board.
- (C) Block A7 containing 120 acres more or less and block A3 containing 715 acres more or less, when fenced, shall be spelled from sheep grazing for half the growing season (October to February). Should circumstances change, such as the respective areas being oversown and topdressed, the period of grazing may be modified by agreement between the owners, Lands & Survey Dept. and Board.
- (D) Cattle will be used to control rank growth and obviate the need for burning.
- (E) The owners shall not exceed the "stock limitation" as at present agreed upon with the Lands & Survey Dept. without first

- (F) The fenced areas designated as, G1 and G2 being 10 acres and 27.5 acres respectively, shall be retired from grazing and made available to the Board for treatment for soil and water conservation.
- (i) The maintenance of the fences surrounding G1 and G2 to be the sole responsibility of the Board.
- (G) The owners to grant the Crown and the Board or their agents access by foot or vehicle over tracks or other routes to areas retired from grazing, or withdrawn from the Pastoral Lease, at no charge (other than for legal costs) for the purpose of carrying out work, maintenance thereof, or routine inspections. *gag*

J.D.L. gag