

Crown Pastoral Land Tenure Review

Lease name : DRY CREEK

Lease number : PT 012

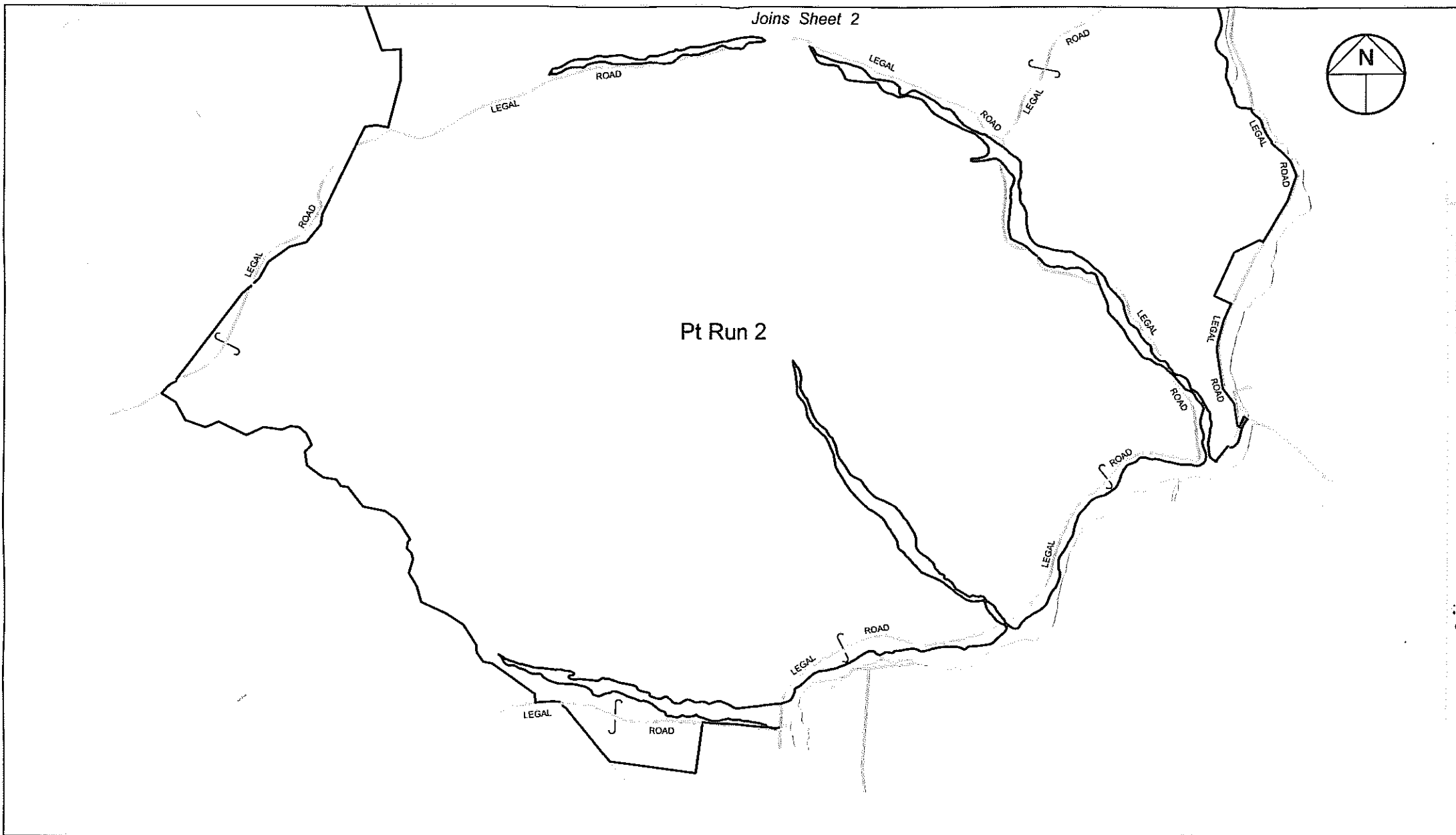
Due Diligence Report (including Status Report) - Part 2

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.

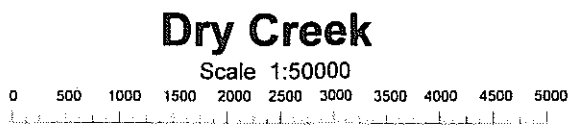
Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness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

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

April 09



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



Version	1	2	3	4	5
Canterbury Land District			Sheet 1 of 2		
Topographic map 260 - J36, J37			Date:22/03/02		

Our Ref: -SAS/00/00/06-ZCH

Your Ref: 993

Toitu te
Land whenua
Information
New Zealand



12 March 2002

Mr Murray Bradley
Knight Frank (NZ) Ltd
P O Box 142
Christchurch

Dear Murray

Pastoral Tenure Reviews : Status Investigations

I refer to your letter of 6 March 2002. I am pleased to now enclose the duly signed land status certifications for the following Pastoral Run:

- Dry Creek

A despatch note for the costs of the Chief Surveyor certification and associated investigatory work is attached.

Yours faithfully

Dave Robertson
Property Rights Analyst – Survey

Encl

Christchurch Regional Office
Torrens House
195 Hereford Street
Private Bag 4721
DX WP20033
Christchurch
New Zealand
Tel 64-3-379 9793
Fax 64-3-366 6422
E-mail
drobertson@linz.govt.nz
Internet
<http://www.linz.govt.nz>

Your File reference : LINZ (LIPS 12786) File P 12
Our File Reference : 993



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

CERTIFICATE OF AUTHORISATION

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

PROPERTY ADDRESS:

DRY CREEK PASTORAL LEASE (P 12)-- STATUS REPORT.

ASSURANCE

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

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

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

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


Murray Bradley
Crown Accredited Supplier / Nominated Person

Date : 6 March 2022

KNIGHT FRANK (NZ) LIMITED

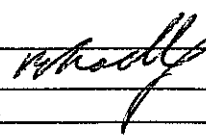
Appendix A

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

LAND STATUS REPORT for DRY CREEK				[LIPS ref.12786]
Property	1	of	1	

Land District	Canterbury
Legal Description	Part Run 2 situated in Blocks IV, V, VIII, IX, X, XII, XIII & XIV Mt Peel, Blocks XII & XVI Fox, Block IV Opuia and Blocks I & II Four Peaks Survey DistrictS.
Area	13777.3464 Hectares
Status	Crown Land subject to the Land Act 1948.
Instrument of lease	Balance Computer Interest Register CB29K/871 pursuant to Section 66 and as registered under Section 83 of the Land Act 1948.
Encumbrances	-Open Space Covenant affecting part of the land pursuant to Section 22 QE II National Trusts Act 1977 No A8174.1 -Land Improvement Agreement pursuant to Section 30 Soil Conservation and Rivers Control Act 1941.No A478766.1
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
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	5March 2002.
[Certification Attached]	Yes

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

KNIGHT FRANK (NZ) LIMITED

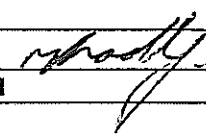
Appendix B

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

LAND STATUS REPORT for DRY CREEK				<i>[LIPS ref.12786]</i>
Property	1	of	1	

Land District	Canterbury
Legal Description	Part Run 2 situated in Blocks IV,V,VIII,IX,X,XII,XIII & XIV Mt Peel,Blocks XII & XVI Fox,Block IV Opuia and Blocks I & II Four Peaks Survey Districts.
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Encumbrances	-Open Space Covenant affecting part of the land pursuant to Section 22 QE II National Trusts Act 1977 No A8174.1 -Land Improvement Agreement pursuant to Section 30 Soil Conservation and Rivers Control Act 1941.No A478766.1 - Subject to Part IVA Conservation Act 1987.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	5 March 2002.
[Certification Attached]	Yes

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

Certification:

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

R. Moulton

Date *12* / *3* / 2002

R Moulton, Chief Surveyor
Land Information New Zealand, Christchurch

DRY CREEK RESEARCH - Property 1 of 2

Notes : This information does not affect the status of the land but was identified as possibly requiring further	(i) We note that both the Legal Description and area recorded on both the current and Historical Title is incorrect. The reason for this is that the Partial surrender of Section 1 SO
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See Crown Pastoral Standard 6
paragraph 6

attached Reconciliation Sheet.

- (ii) We also note that while Doc C 649714/1 (Part Run 2 - 7119 m2 declared road) was noted on the former lease (CT 529/14), the area was not reduced from 13779.540 ha to 13778.8341 ha. However we note that the correct area was recorded on the new lease (CT 29K/871 when it was issued in March 1987.

LAND STATUS REPORT for DRY CREEK				<i>[LIPS ref.12786]</i>
Property	1	of	1	

Research Data: Some Items may be not applicable

Property	1	of	1	
SDI Print Obtained	Yes			
NZMS 261 Ref	J 36 & J 37			
Local Authority	MacKenzie District Council			
Crown Acquisition Map	Kemp Deed of Purchase			
SO Plan	SO 11748 (1972) – Defines part of Run SO 11998 (1976) – Defines part of Run SO 16699 (1988) – Defines Section 1 SO 16699			
Relevant Gazette Notices	N/A			
CT Ref / Lease Ref	Balance Computer Interest Register CB29K/871			
Legalisation Cards	SO 11748 – No Card SO 11998 – No Card SO 16699 – No Card			
CLR	N/A			
Allocation Maps (if applicable)	A check of the SOE/DOC/UCL Allocation Maps and Schedules revealed no allocations within the boundaries of the Pastoral Lease.			
VNZ Ref - if known	25920-12301			
Crown Grant Maps	Four Peaks (1880)			
If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference				<p>Note :We note that both the Lease(CT CB 29K/871) and SO Plans 11748 & 11998 record that it is subject to the provisions of Section 58 Land Act 1948.</p> <p>The Chief Surveyor has ruled that the lease is therefore subject to part IVA Conservation Act 1987 -Section 24(3).</p> <p>This decision reverses the previous opinion that these memorals have no substance unless a 1 chain strip was laid off by definition on a plan in the Chief Surveyors Records.Refer to 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).</p>

LAND STATUS REPORT for DRY CREEK				[LIPS ref.12786]
Property	1	of	1	

Research – continued

Property	1	of	1	
If Crown land - Check Irrigation Maps.				N/A
Mining Maps				There are no interests recorded within the boundaries of the Pastoral Lease in the National Mining Index.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc c) Plan No				a) Crown Grant and Section 110A Public Works Act 1928. b) N/A c) Topo Plans 10 T,12 T & 36 T (1880) & SO 11458 ()
Other Relevant Information a) Concessions - Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998. c) Mineral Ownership				a) DOC have advised that there no concessions in or adjoining the Run .However the Rata Peaks Retirement area adjoins the Run on the north boundary which DOC have an interest in. a) Subject to part 9 of the Ngai Tahu Claims Settlement Act 1998. b) 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 Purchase (1848) Contained in (provide evidence): PR 2 (Run 2) issued on 25 September 1896 being the earliest lease available in the Land Transfer Office after the Canterbury Gazette 1867 Page 157 ,confirmation of Runs under the Canterbury Land Regulations. (i) We note that both the Legal Description and area recorded on both the current and Historical Title is incorrect. The reason for this is that the Partial surrender of Section 1 SO 16699 has not been noted and altered on the Titles.(See attached Reconciliation Sheet.) (ii) We also note that while Doc C 649714/1 (Part Run 2 - 7119 m2 declared road)was noted on the former lease (CT 529/14),the area was not reduced from 13779.540 ha to 13778.8341 ha .However we
d) Other Information				

Dry Creek

Reconciliation of Area in CT 29K/871

01/03/1954	Run 2 (original area in lease (CT529/14)	35100-0-00
27/08/1968	Surrender 740235 less Pt Run 2	less <u>50-0-00</u>
		35050-0-00 (14184.2317ha)
08/05/1986	601786/1 Certificate of Alteration redefining and reducing area to	13779.5460ha
25/09/1986	C649714/1 Declared Road and Vested in MacKenzie District Council	less <u>7119m²</u>
26/03/1987	New lease issued (CT 29K/871)	13778.8341ha
24/09/1990	898850/1 Partial Surrender (Section 1 SO 16669)	less <u>1.4877ha</u>
	Current Area in Lease	<u>13777.3464ha</u>

11748

11- 11388²

ASHBURTON COUNTY

1174E

Chief Surveyor
-02/6-24

Schedule

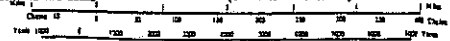
[illegible]

Run No	New Area	Amending Plan, etc.
Former Area	Pure	Total
Pi Run 1	16 610 0 00	16 610 0 00
16 610 0 00		
Pi Run 3	2640 0 00	2640 0 00
2640 0 00		
Pi Run 107	168 0 00	168 0 00
168 0 00		
Pi Run 281	5490 0 00	5490 0 00
5490 0 00		
Pi Run 276	2430 0 00	2430 0 00
2430 0 00		
Pi Run 276	1740 0 00	1740 0 00
1740 0 00		
Pi Run 308	4490 0 00	4490 0 00
4490 0 00		

PERSONAL DATA		RESIDENCE	
NAME	John William Smith	DATE OF BIRTH	10-15-1925
ADDRESS	1234 Main Street, Apt. 2B, New York, N.Y. 10001	TELEPHONE	NY 1-234-5678
EDUCATION	High School Graduate	EMPLOYMENT	Self-employed
MARRIAGE	Married	WIFE'S NAME	Jane Doe
CHILDREN	2	CHILDREN'S NAMES	John Doe, Jr., Jane Doe
RELIGION	Catholic	POLITICAL AFFILIATION	Democrat
HOBBIES	Reading, Gardening	TRAVEL	Domestic
VEHICLE	1965 Ford Mustang	VEHICLE REGISTRATION	NY 1234567
PROPERTY	100 sq. ft. lot	PROPERTY TAX	\$1200.00
INCOME	\$15,000.00	TAX STATUS	Single
DEBTS	None	CREDIT RATING	Good
REFERENCES	John Doe, Jr., Jane Doe	REFERENCES	John Doe, Jr., Jane Doe

All Runs subject to Sec. 58 Land Act (P48) along
rivers and streams over 10 feet wide and Lakes
over 10 acres deep.

~~Scale 1:63360 (1-Inch to 1-Mile)~~



INDEX TO SURVEY EXTRACTS AND ANSWERAGE SHEETS

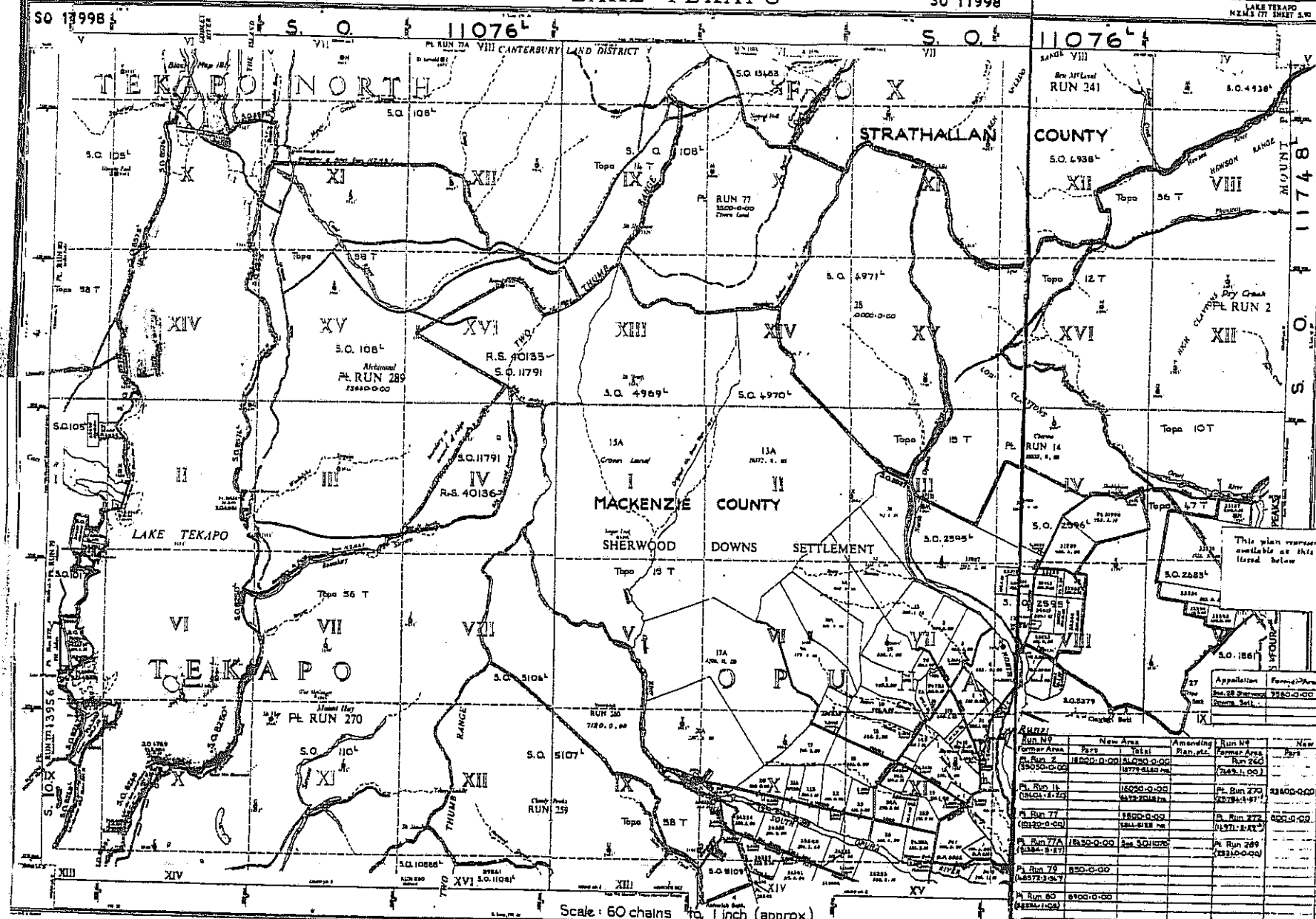


REPRODUCED FROM (U.S. NAVAL AIRCRAFT)

11748

11748

11748



This plan represents the most accurate planimetric definition available at this date of the boundary of the lands listed below

Chief Summary

کے لئے لکھا ہے۔

Schedule		Area	
Appellation	Foreign Area	New Part	Total
Dec. 28 Star	2250-4-00		1000-0-00
Young Soil			100-2250

[illegible]

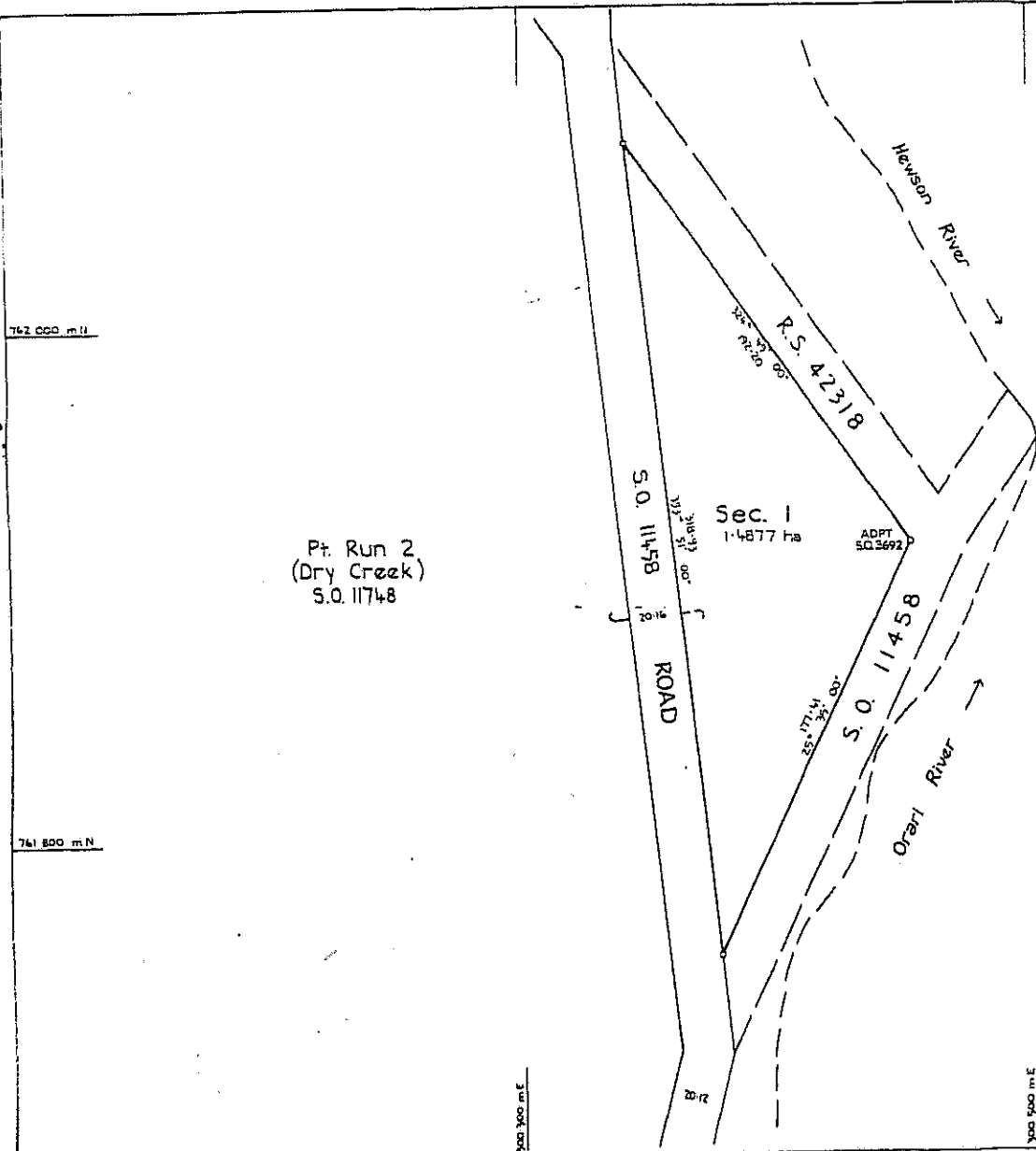
RECEIVED: LNA FIVE
PLANNED: MAY 1978
FIELD ADDRESS: [illegible]
PLAN LISTING: [illegible]
CORRECT: [illegible]
FILE: [illegible] 1506-1507
DET. PANEL [illegible]

[illegible][illegible]

SO 11998

98

11998



Agreement

Note: 1. Boundaries are adopted from S.O. 11458
2. All roads shown are legal.

See plan file

Lessee

Signed this 1st day of August 1988 for and on behalf of H.M. the Queen pursuant to a Deed lodged with the District Land Registrar as No. 686366/1 by Land Corporation Ltd. by its Attorney.

Lu

Datum: Cadastral
Tamaru Circuit Coordinates
Circuit Origin: Mt. Horrible
700 000 m N 300 000 m E
Origin Point: Southernmost peg of Section 1 from S.O. 11458
761 754.89 m N 300 376.28 m E

Total Area 1.4877 ha

Comprised in Pt. C.L. 29K/871

Derek Edward Brown, of CHRISTCHURCH, Registered Surveyor and holder of an annual practicing certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1980) hereby certify that this plan has been made from surveys conducted by me or under my direction, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at Christchurch this 16th day of August 1988

Signature *[Signature]*

Field Book *[Signature]* Traverse Book *[Signature]*

Reference Plans S.O. 11458, 11748, 3692

Examined *[Signature]* Correct *[Signature]*

Approved as to Survey *[Signature]*

30 9 1988 Chief Surveyor

Deposited this day of 19

District Land Registrar

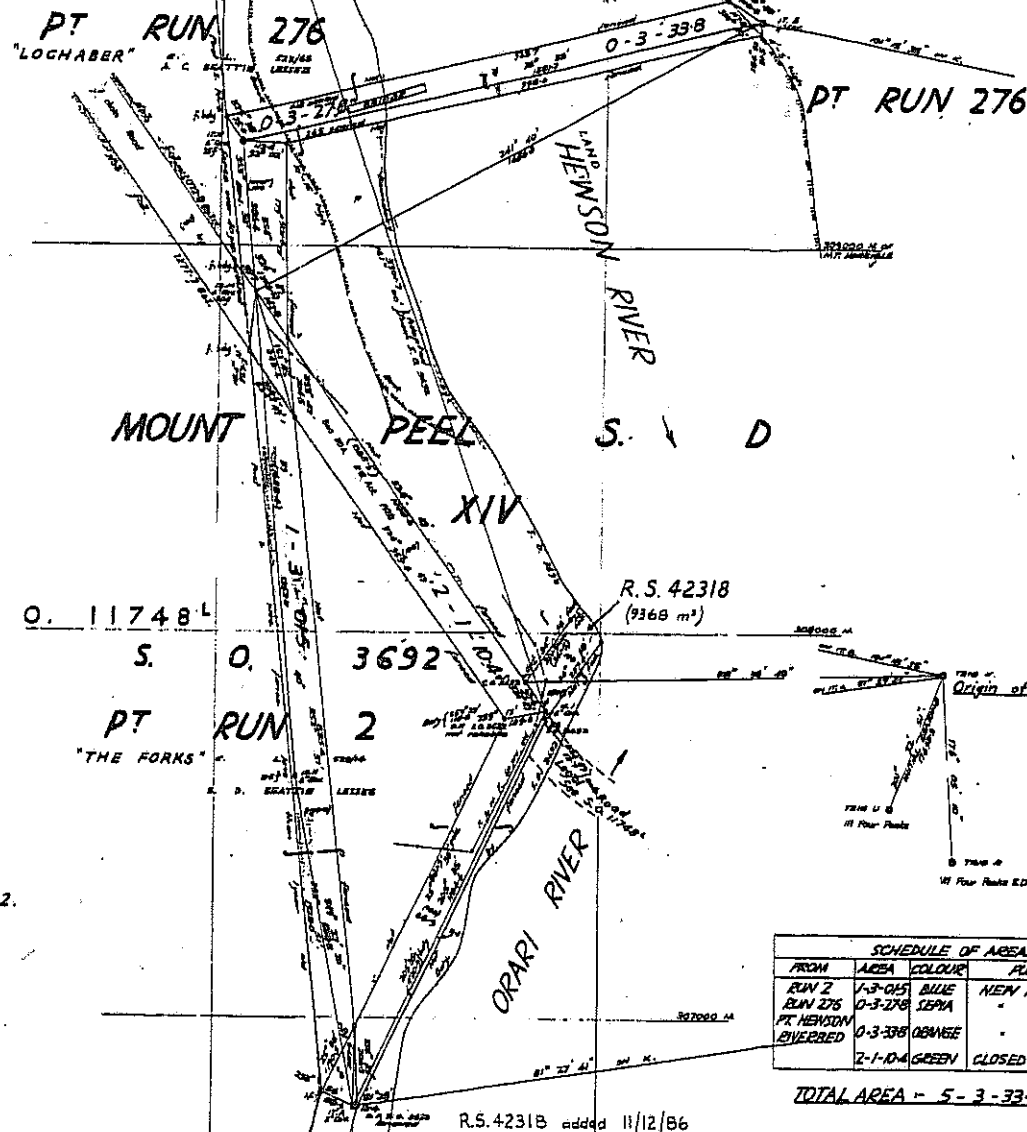
File P. 61 & 5/3/4
Received 27.3.84
Instructions 85/126

S016699

LAND DISTRICT Canterbury
SURVEY BLK. & DIST. XIV Mount Peel
NZMS 261 SHEET No. J37-1:50 000

Section 1

TERRITORIAL AUTHORITY Mackenzie County
Compiled by Dept of Survey & Land Information
Scale 1:1250 Date March 1986



All adapted work is from S.O. 3692.

SCHEDULE OF AREAS			
FROM	AREA	COLOR	PURPOSE
RUN 2	1-3-015	BLUE	NEW ROAD
RUN 276	0-3-278	SEPIA	"
PT HENSON	0-3-338	ORANGE	"
EVERED	2-1-104	GREEN	CLOSED ROAD

TOTAL AREA - 5-3-33.5

PLAN OF LAND TO BE ACQUIRED FOR ROAD
AND ROAD TO BE CLOSED

Survey Block & District BLK XIV, MT. PEEL S.D.
Land District CANTERBURY Local Body MACKENZIE COUNTY COUNCIL
Scale 2 CHAINS TO AN INCH Surveyed by BRIDGES, MILNARD, FLEES & ENAL Date MAY 1970

I, BRIDGES, MILNARD, FLEES & ENAL of TIMARU Registered Surveyors and holders of an official practising certificate, hereby certify that this plan has been made from surveys conducted by me; that said plan and survey are correct and have been made in accordance with the regulations under the Surveyors Act, 1958.

Dated at TIMARU this 11th day of NOV 1980

Approved

Deputy Chief Surveyor 20/11/70

11458

Received, S.M. Bureau... 20.3.1980
File... 9/8
Instructions...
Reference Plans... S.O. 3692
Field book... 1959 p. 170, 186
Traverse book... 76 p. 152, 153
Examined by... A. Wood... S.A. 443
Recorded, R. Cheselung... 1.5.20
Plan in order for approval...
11/12/86



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy

R. W. Muir
Registrar-General
of Land

Identifier **CB29K/871**
Land Registration District **Canterbury**
Date Registered 27 March 1987 11:56 am

Prior References CB529/14

Type	Lease under s83 Land Act 1948		Term
Area	13778.8341 hectares more or less		33 years, commencing on the 1st day of July 1984

Legal Description Part Run 2 and Section 1 Survey Office
Plan 16699

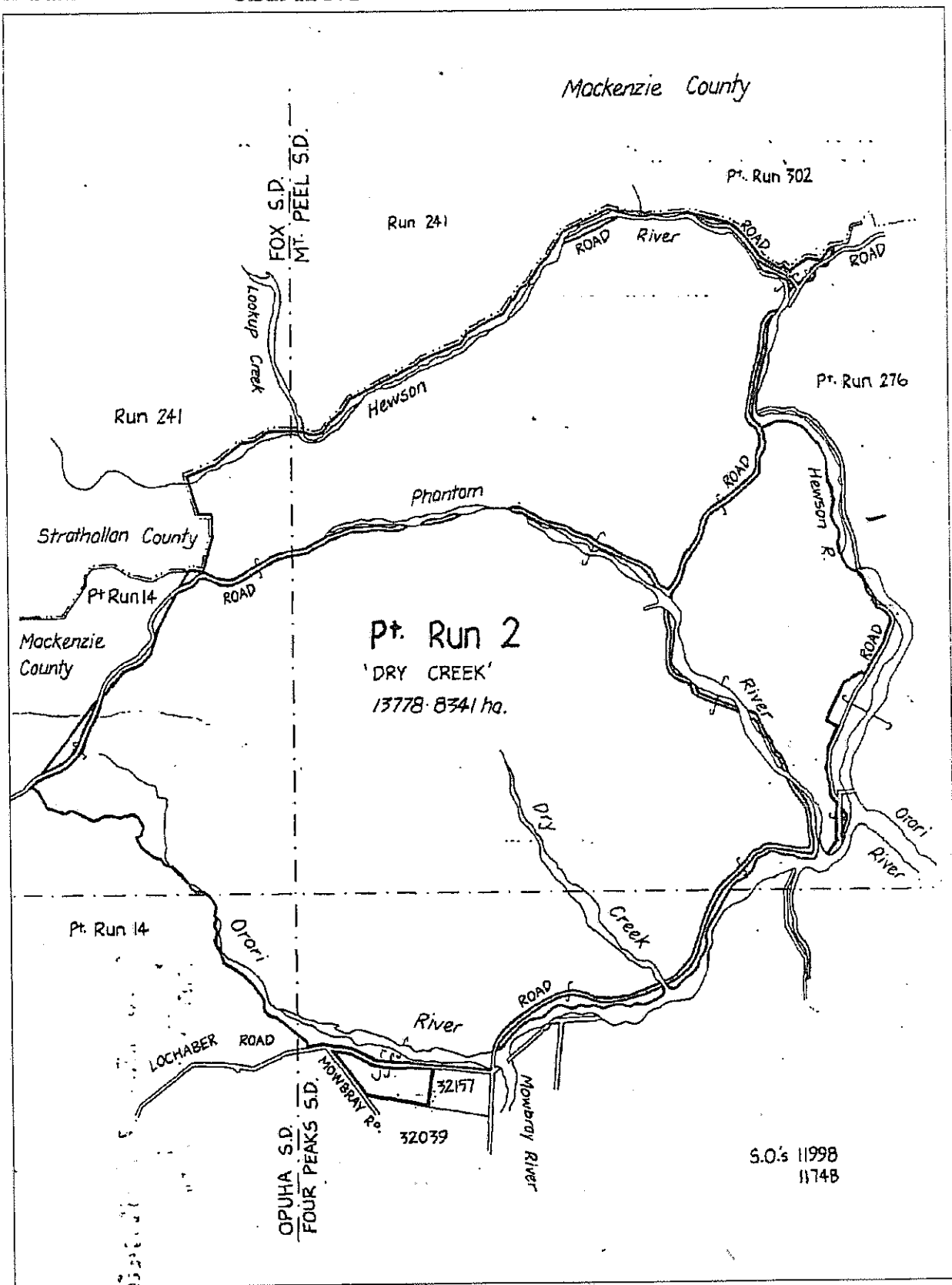
Proprietors
Brian David Beattie

Interests

- / 898850.1 Partial Surrender of the within Lease 1.4877 ha being Section 1 SO 16699 - 24.9.1990 at 11.33 am
- 962338.3 Mortgage to PGG Trust Limited - 30.10.1991 at 11.05 am
- / A8174.1 Open Space Covenant affecting part of within land pursuant to Section 22 QE II National Trusts Act 1977 - 6.8.1992 at 10.48 am
- A332241.1 Variation of Mortgage 962338.3 - 18.12.1997 at 11.56 am
- + A478766.1 Land Improvement Agreement pursuant to Section 30 Soil Conservation and Rivers Control Act 1941 - 24.10.2000 at 2.15 pm

Identifier

CB29K/871



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Historical Search Copy

Identifier CB29K/871
Land Registration District Canterbury
Date Registered 27 March 1987 11:56 am

Prior References

CB529/14

Type	Lease under s83 Land Act 1948		
Area	13778.8341 hectares more or less	Term	33 years, commencing on the 1st day of July 1984
Legal Description	Part Run 2 and Section 1 Survey Office Plan 16699		

Original Proprietors
Brian David Beattie

Interests

- ✓ 898850.1 Partial Surrender of the within Lease 1.4877 ha being Section 1 SO 16699 - 24.9.1990 at 11.33 am
- 962338.3 Mortgage to PGG Trust Limited - 30.10.1991 at 11.05 am
- ✓ A8174.1 Open Space Covenant affecting part of within land pursuant to Section 22 QE II National Trusts Act 1977 - 6.8.1992 at 10.48 am
- A332241.1 Variation of Mortgage 962338.3 - 18.12.1997 at 11.56 am
- † A478766.1 Land Improvement Agreement pursuant to Section 30 Soil Conservation and Rivers Control Act 1941 - 24.10.2000 at 2.15 pm

L. & S.—B. 4

NEW ZEALAND

For Ref. Vol. 529 fol. 14

L. & S. Ref. No. P 12

1987, at 11.56 o'clock.

672457/1
Entered in the Register-book, the

27th day of March

REGISTER

No. 29K/871

~~Not registered under the Land Transfer Act 1952~~
Registered under the Land Act 1948.

Assistant Land Registrar

Pastoral Lease under the Land Act 1948

This Deed, made the 26 day of March 1987 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and BRIAN DAVID BEATTIE of Lochaber, Farmer

(hereinafter referred to as "the Lessee"), of the other part: WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied, and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee, all that parcel of land containing by estimation 13778.8341 hectares more or less, situated in the Land District of Canterbury, and being Part Run 2 (Dry Creek) situated in Fox, Mt Peel, Opuha and Four Peaks Survey Districts

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

Subject to:

Mortgage 638525 to The Rural Banking and Finance Corporation of New Zealand - 3.12.1984 at 2.50pm

No. 777536 Land Improvement Agreement under Section 30 of the Soil Conservation and Rivers Control Act 1941 - 30.9.1969 at 2.30pm for RGL

Mortgage 77168/1 to The Rural Banking and Finance Corporation of New Zealand - 26.1.1976 at 9.35am

Mortgage 551369/2 to Grosser Mackenzie Solicitors Nominee Company Limited - 17.6.1985 at 12.20pm

No. 551369/3 Memorandum of Priority making Mortgages 551369/2, 638525 and 77168/1 first, second and third mortgages respectively - 17.6.1985 at 12.20pm

No. 769220/1 Change of Appellation whereby part herein is now known as Section 1 S.O. Plan 16699 (1.4877 ha) - 14.10.1988 at 9.13am

Mortgage 811029/1 to The Rural Banking of New Zealand - 20.6.1989 at 10.48am

No. 898850/1 Partial Surrender of the within lease 1.4877 ha being Section 1 S.O. 16699 - 24.9.1990 at 11.33am

Mortgage 962338/3 to PGG Trust Limited - 30.10.1991 at 11.05am

No. A8174/1 Open Space Covenant affecting part of within land pursuant to Queen Elizabeth the Second National Trust Act 1977 - 6.8.1992 at 10.48am

A332241.1 Variation of Mortgage 962338.3 18.12.1997 at 11.56

A478766.1 Land Improvement Agreement pursuant to Section 30 of the Soil Conservation and Rivers Control Act 1941 - 24.10.2000 at 2.15

for A.L.R.

for A.L.R.

for A.L.R.

A.L.R.

for A.L.R.

for DLR

for RGL

No. 29K/871

easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of 33 years, commencing on the 1st day of July 1984, together with the period between the date of this lease and the aforesaid 1st day of July 1984, YIELDING and paying therefor for the first 11 years of the said term unto the Department of Lands and Survey at Christchurch the annual rent of \$5,595.00 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 period of 11 years, and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 66 (4A) of the Land Act 1948. AND also paying in respect of the improvements specified in the Schedule hereto the sum of \$ by a deposit of \$ (which has already been paid) and thereafter by half-yearly instalments of \$ on the 1st day of January and the 1st day of July in each and every year.

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

1. That without derogating from or restricting the covenants contained and implied in this lease and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the land hereby demised more than 9350 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 revoke or vary such consent at any time.

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

3. See below *
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 if such provisions had been fully set out herein.

* Pursuant to Section 58 Land Act 1948 a strip of land 20 metres in width along the banks of all rivers and streams which have an average width of not less than 3 metres is excluded from the within lease.

~~SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN~~

Deputy Assistant

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.

Deputy Assistant

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

Witness: Agilmour
Occupation: Titles Officer, Lands & Survey
Address: Christchurch

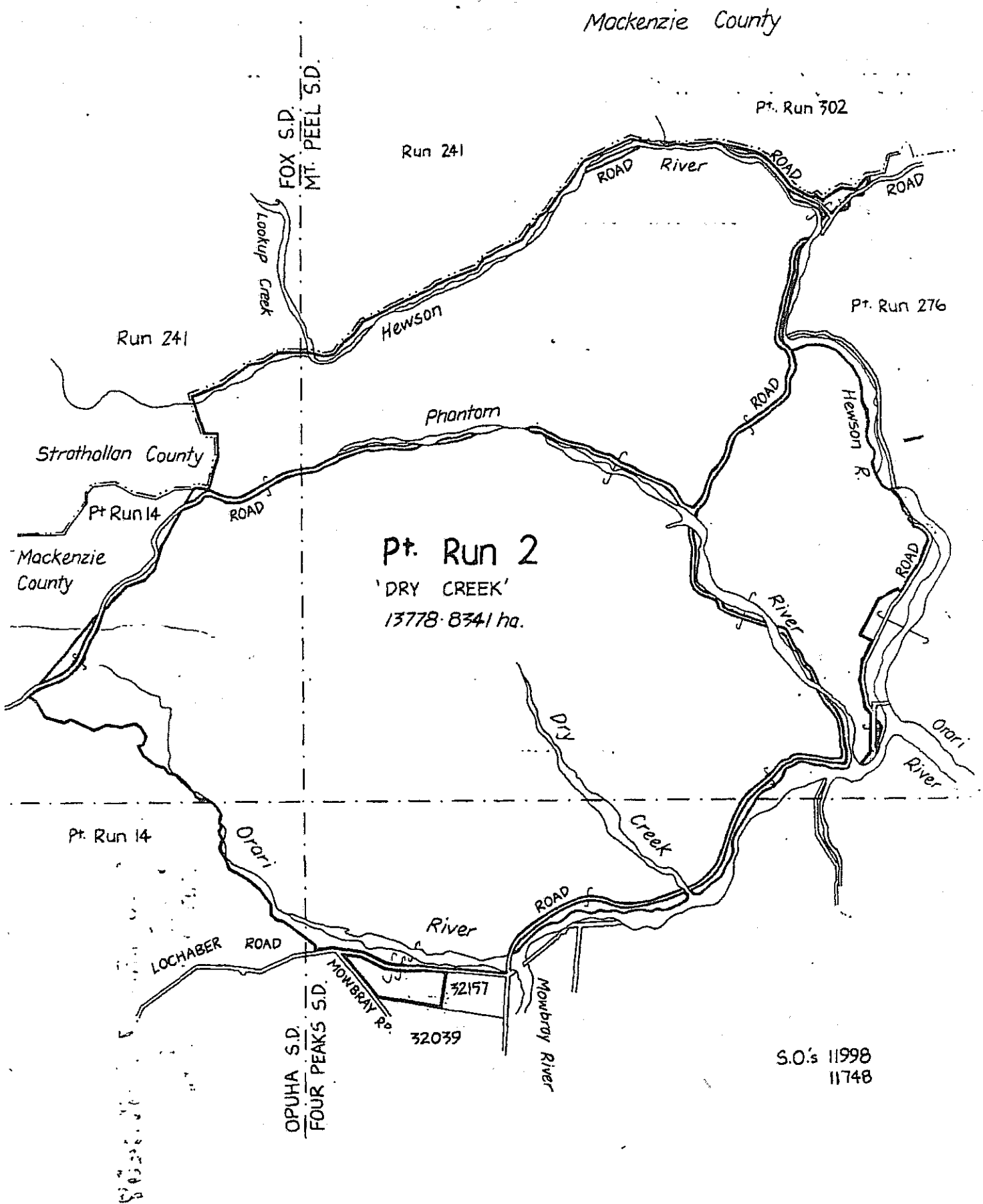
Caland
Deputy Commissioner of Crown Lands.

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

Witness: A. N. Buick J. P.
Occupation: Farmer
Address: Blue Mountain R.D. 17

B. D. Beattie
Lessee.

Fairlie.



Ref: Pastoral Licence 503 and Part Pastoral Licence 390.
Issued as a Renewal of (or in Exchange for) Lease

NEW ZEALAND

Entered in the Register-book, Vol. 54/14 44-51

CANTERBURY
LAND DISTRICT



Pastoral Lease of Pastoral Land under the Land Act, 1948

P. No. 12.

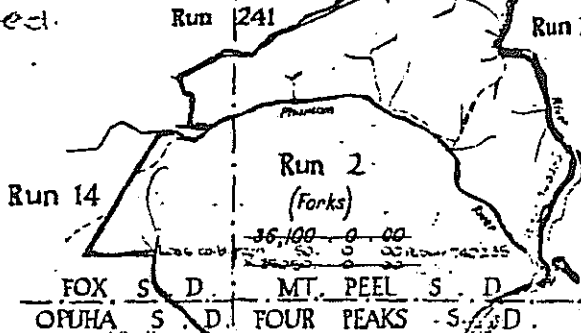
This Deed, made the 1st day of March

between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and ROSS ANDREW BEATTIE and ALAN COLIN BEATTIE as tenants in common in equal shares BOTH of Valrie their

one thousand nine hundred and fifty-one Sheepfarmers, of the other part, and in the Dominion of New Zealand, hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All that piece or parcel of land containing by admeasurement Thirty-five thousand One hundred (35,100) acres

Area-by-redefinition-13779-5460 ha
(See Doc. 601786/1)

rejected.



METRIC AREA: 14184 2317 ha
NOTE:

Scale: 2 miles to an inch

situated in the Land District of Canterbury and being Peaks Survey Districts

(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-one together with the period between the date of this lease and the aforesaid first day of July 1951.

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 Four hundred and forty-five pounds (£445. 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 by a deposit of £ () 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 at the time 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 at 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 lawfully 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, 1924.
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, 1924.
7. THAT the Lessee will clean and clear from weeds and kelp 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, road-making, 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, 1924, 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.

NOTE: Pursuant to Section 58 of the Land Act, 1948, a strip of land one chain in width along the banks of all streams and rivers is excluded from the within lease.

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

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within the boundaries of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any 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, road-making, or building purposes on the said land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (2) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

- ००
३०९
१११०४

~~FOR THE PURPOSE OF THE FIVE YEAR PLAN BY THE FIVE~~

- Canterbury , on behalf of the Lessor, hath herunto set his

Assistant Commissioner of Crown Lands

Rev. Charles Beattie Len
John John Beattie Len

- of the interest of Ross & Sons vs Beattie.
435590: Transmission to Robert Edwin Beattie
of Bachelor Station Family, sheep farmer in Administration.
Grand 26 March 1957 at 9.42am. *EB*

No 6166472 Certificate of Alteration very
the & terms of the above Lease - 25.3.71
at 9.10am

Transmission 681684 of Most page 6609
to Alan Robin Beattie, Ian Holton Beattie
and Brian David Beattie so Executive
Entered 16/5/1966 at 11.5am *(Signature)*

No 740255 Surrender of the worthy lease as to Part
Rice & ^(FORREST) Mount Real Survey District
(50 acres) - With mortgages under Mortgage
d 635525 consenting. Approved 23/6/1968 at 95 acres and
27.8.1968 at 9 am. *W. Brown A*

Summaries of Electricity Agreement 646178 on the
Run 2 Hound Peel Survey District (50 acres).
- 27.8.1968 at 9 am. *John*

No. 777536 Land Improvement Agreement under Section 30 of the Soil Conservation and Rivers Control Act 1941. 30.9.1969 at 2.30 p.m.

(B.C.) SAL
 Division of the Page 638525 - 20. 10. 1971 (11. 11. 1971)
 11. 11. 1971 - 11. 11. 1971 645457

OVER

OVER

C.T. 529/14

Mortgage 77168/1 to Rural Banking and Finance Corporation of New Zealand - 26.4.1976 at 9.35 a.m.

A.L.R.

No. 125355/1 Memorandum of Priority making Mortgage 77168/1 second mortgage and Mortgage 640957 third mortgage - 18.4.1977 at 9.26 a.m.

Mortgage 140511/1 to The Rural Banking and Finance Corporation of New Zealand - 27.7.1977 at 9.27 a.m.

A.L.R.

Variation of Mortgage 77168/1 - 4.8.1978 at 9.57 a.m.

Variation of Mortgage 140511/1 - 4.8.1978 at 9.58 a.m.

Mortgage 382008/1 to Gresson Richards Solicitors Nominee Company Limited - 14.5.1982 at 10.20a.m.

for A.L.R.

No. 382008/2 Memorandum of Priority making Mortgages 382008/1, 638525, 77168/1 and 140511/1 first, second, third and fourth Mortgages respectively - 14-5-1982 at 10.20a.m.

for A.L.R.

Variation of Mortgage 638525 - 14-5-1982 at 10.20a.m.

for A.L.R.

Variation of Mortgage 77168/1 - 14-5-1982 at 10.20a.m.

for A.L.R.

Certificate 417993/1 vesting Mortgage 638525 in The Rural Banking and Finance Corporation - 26.1.1983 at 9.18 a.m.

Mortgage 551369/2 to Gresson Richards Solicitors Nominee Company Limited - 17.6.1985 at 12.20p.m.

For A.L.R.

No. 551369/3 Memorandum of Priority making Mortgages 551369/2, 638525, 77168/1, first, second and third mortgages respectively - 17.6.1985 at 12.20p.m.

A.L.R.

570085/1 Change of Name of the Mortgagee under Mortgage 551369/2 to Gresson MacKenzie, Solicitors Nominee Company Limited - 7-10-85 at 12.10 a.m.

for A.L.R.

No. 601786/1 Certificate of Alteration reducing the area of the within land to 13,779.5460 hectares - 8.5.1986 at 11.15a.m.

for A.L.R.

See now 29K/871

EXPIRES

CN649714/1 affects the fact sheet 2

EXPIRED

554039

41

1.2
New York
Vancouver

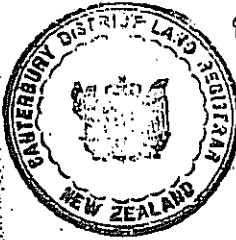
Particulars entered in Register-book

Vol. 529 folio 14

23 JUN 1961

the day of

19 at 11-12 am

Per: *Clinson*
Land Registrar

- CANTERBURY



MWO_0021796

*Return to one place**signature**known to be**not require a copy
of information*

③

AND 3 DIEDS
with V / known case
Date: 23 JUN 1961
Time: 11:20 am
Rate: 1/0 1-
Abstract No. 3597

14.11.61
Edwin Brown
folio 14
Vol. 529
P. 12

MEMORANDUM OF VARIATION OF LEASE

IN THE MATTER of the Land Transfer Act
1952 and the Land Act 1948,

AND

IN THE MATTER of Lease No. P 12 registered
in Volume 529 folio 14, Land
Registry, from Her Majesty the
Queen to ALAN COLIN BEATTIE AND
ROBERT EDWIN HALDON BEATTIE as
Administrator

The covenant conditions and restrictions contained or implied in
Memorandum of Lease No. P 12 are hereby varied as follows:

1. That should the lessee, with the consent of the Land Settlement Board transfer, sublet or otherwise dispose of his interest in the land affected by the said lease or any part thereof to a company incorporated under the Companies Act 1955, then the following provision shall apply:

- (a) The provisions of Section 89 of the Land Act 1948, shall apply to all transfers and other dispositions of shares in such company as if such shares were interests in the said land and no share or shares in such company shall be transferred or otherwise disposed of by any shareholder without the consent of the Land Settlement Board.
- (b) The provisions of the Land Act 1948, with regard to residence shall continue to be applicable to the said lease notwithstanding the transfer or other disposition to such company provided however that such provisions shall be deemed to be complied with by such company only if and when there resides on the said land a person who manages the land on behalf of such company and who has been approved in writing for that purpose by the Land Settlement Board.
- (c) A breach by the company or by any shareholder of all or any of the provisions of subclauses (a) and (b) hereof shall be deemed to be a breach of the covenants conditions and restrictions contained in the said lease entitling the lessor to exercise all or any of the powers conferred upon her by the said lease in such circumstances.

2. Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Memorandum of Lease shall remain in full force.

IN WITNESS WHEREOF the parties have hereunto subscribed their names
this 23rd day of May 1961.

SIGNED by the Commissioner of Crown Lands
for the Land District of Canterbury
acting for and on behalf of Her Majesty
the Queen in the presence of:

Witness: [Signature]

Occupation: Lands Office Clerk

Address: Christchurch

SIGNED by the said Alan Colin Beattie
as lessee, in the presence of:

Witness: [Signature]

Occupation: Shareholder

Address: Tennyson

[Signature]
Commissioner of Crown Lands

R. E. H. Beattie
A. C. Beattie

Correct for the purposes of the Land Transfer Act 1952.

[Signature]
Asst Commissioner of Crown Lands

05/03 '02 TUE 16:53 FAX

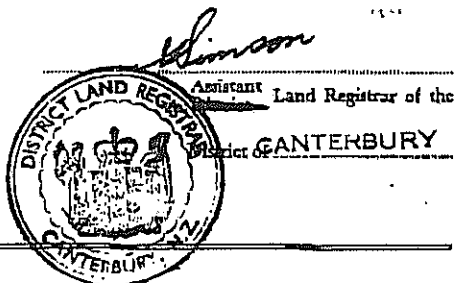
002

646472
CERTIFICATE OF ALTERATION

HER MAJESTY THE QUEEN } ~~Lesser~~
Licensor.
Brian David BEATTIE } ~~Lessee~~
Licensee.

PARTICULARS entered in the Register-book,
Volume 529 , folio 14

the 25 FEB 1965 day of 19
at 9.00 o'clock am



MWO 0021790

LAN	R	S
Notes:	<i>has alteration</i>	
Plan:	CCL	
25 FEB 1965		
Time:	9.10 am	
Page:	B - 1/01-	
Sheet No:	907	

05/03 '02 TUE 16:53 FAX

003

L. & S.—B. 5

CERTIFICATE OF ALTERATION UNDER SECTION 113, LAND ACT 1948

IN THE MATTER of the Land Transfer Act 1952, and the Land Act 1948,

and

IN THE MATTER of lease (licence) from HER MAJESTY THE QUEEN to BRIAN DAVID BEATTIE of Run 2 "Forks" situated in Mount Peel, Opoha, Fox and Four Peaks Survey Districts Mackenzie County

registered in

Vol. 529 , folio 14 , Canterbury Land Registry.

This is to certify that as from 1st July 1964 the terms and conditions of the above mentioned Pastoral Lease as set out in Clause (f) have been varied by decreasing the number of sheep which may be depastured on the aforementioned land from 9,350 to 8,000 sheep (including 1,800 breeding ewes) plus 250 cattle (including 200 breeding cows).

Save as expressly varied all the covenants conditions and restrictions contained or implied in the said memorandum of lease shall remain unaltered.

As witness my hand, this 23rd day of February 1965.

W Hampton

Assistant Commissioner of Crown Lands

740235

MWD_0021676

Particulars entered in Register-book
fol. 529 folio 14

Produced
the 28 day June 1968 at 9.5 am
and entered 27.8.1968 at 9 am.

Assistant Registrar,
CANTERBURY



IN THE MATTER of the Land Transfer Act 1952

AND

IN THE MATTER of the Land Act 1948 and its
amendments

AND

IN THE MATTER of Pastoral Lease No. P 12
under the Land Act 1948 from HER MAJESTY
THE QUEEN

TO

BRIAN DAVID BEATTIE.

MEMORANDUM OF PARTIAL SURRENDER

LAND & DEEDS	
Nature	<i>Partial Surrender</i>
From	<i>C. G. L.</i>
Date	<i>28.11.1968</i>
Time	<i>9.5 am</i>
Place	<i>2</i>
Abstract No.	<i>3795</i>

Commissioner of Crown Lands,
CHRISTCHURCH.

SIGNED by the said ALAN COLIN BEATTIE,
IAN HALDON BEATTIE and BRIAN DAVID
BEATTIE as Mortgagees in the presence
of:-

Witness: [Signature]

Occupation: [Signature]

Address: [Signature]

A. C. Beattie
Mortgagee
B. D. Beattie
Mortgagee
I. H. Beattie
Mortgagee

The State Advances Corporation of
New Zealand the Mortgagee under and
by virtue of Memorandum of Mortgage
number 638525 (Canterbury Registry)
HEREBY CONSENTS to the within
written Memorandum of Partial Surrender

Dated at CHRISTCHURCH this 26th
day of June 1968

SIGNED on behalf of the)
State Advances Corp-)
oration of New Zealand)
by authority of the)
Corporation under its)
Common Seal pursuant)
to section 13 of the State)
Advances Corporation)
Act 1965 by

For and on behalf of
STATE ADVANCES CORPORATION OF
NEW ZEALAND

Macdonald Boyd
an officer of the Corpor-)
ation in the presence of)

THIS IS TO CERTIFY for the purposes of Section
173 of the Land Act 1948 that from the thirty-
first day of March 1968 the land referred to in
the above Memorandum of Partial Surrender was excluded
from the land comprised in Lease No. P. 121

SCHEDULE

Part Run 2 "Forks" situated in Fox, Mount Peel, Opuha and Four Peaks
Survey Districts. Area, 35,050 acres 0 roods 00 perches.

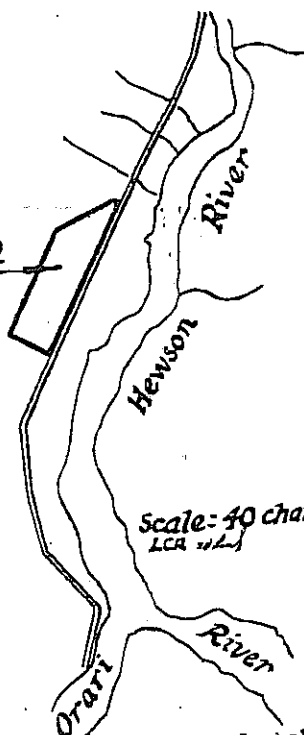
[Signature]
Asst. Commissioner of Crown Lands

Correct for the purposes of the Land Transfer Act.

[Signature]
Solicitor for the Lessor

MEMORANDUM OF PARTIAL SURRENDER

Pt Run 2
50 acres.



IN THE MATTER of the Land Transfer Act 1952

AND

IN THE MATTER of the Land Act 1948 and its
Amendments

AND

IN THE MATTER of Pastoral Lease No. P 12
under the Land Act 1948 of ALL that piece of
land situated in the Canterbury Land District
containing thirty-five thousand one hundred
(35,100) acres more or less being Run 2
(Forks) situated in Fox, Mount Peel, Opuha
and Four Peaks Survey Districts and being
the whole of the land comprised and described
in the aforesaid Pastoral Lease recorded in
Regulator book Volume 529 folio 14 Canterbury
Registry.

I, BRIAN DAVID BEATTIE of Lochaber, Farmer, the Lessee under the above-mentioned lease DO
HEREBY SURRENDER in terms of Section 145 of the Land Act 1948 all my estate and interest
as such lessee in all that piece of land containing fifty (50) acres being part Run 2
(Forks) situated in Mount Peel Survey District AND I AGREE AND DECLARE THAT all and
singular the covenants conditions and agreements of the said recited lease expressed and/
or implied shall continue in force in respect of the residue of the land henceforth com-
prised therein as fully and effectually as if such residue of the said land above had
originally been comprised therein.

AND I HEREBY FURTHER AGREE AND DECLARE that the said surrender shall take effect from the
thirty-first day of March 1968.

SIGNED by the said BRIAN DAVID BEATTIE)
in the presence of:-)

Witness: [Signature]

Occupation: Farmer

Address: [Signature]

SURRENDER ACCEPTED for and on behalf of Her Majesty the Queen as Lessor:-

SIGNED by the Commissioner of Crown)
Lands for the Canterbury Land District)

in the presence of:-

Witness: [Signature]

Occupation: Land Office Clerk

Address: Christchurch

B. D. Beattie
Lessee

[Signature]
Asst. Commissioner of Crown Lands

Deceased Title 529/14

Ring area reduced to
35650 acs.

Down Please endorse both copies
of title
This is done and M. 16.7.68. B. 8/7/68

WE, ALAN COLIN BEATTIE, IAN HALDON BEATTIE and BRIAN DAVID BEATTIE as Mortgagees under
and by virtue of Memorandum of Mortgage No. 640957 DO HEREBY CONSENT to the aforesaid
surrender BUT WITHOUT PREJUDICE to our rights powers and remedies otherwise under or in
said Mortgage or the remainder of the land therein described.