

Crown Pastoral Land Tenure Review

Lease name : DRY CREEK

Lease number : PT 012

Due Diligence Report (including Status Report) - Part 3

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

777536

LAND IMPROVEMENT AGREEMENT

Particulars entered in Register-book

Vol. 529 folio 14

29K/871

the 30th day Sept 1969 at 2.30 p

Asst Land Registrar
CANTERBURY

MWO_0021675

Returned from Draughisman, / 19
 Referred to Draughisman, / 19

Folio

REFERENCE:

ORDER FOR NEW CERTIFICATE
OF TITLE

No.

LAND & DEEDS

New Zealand Improvement Agreement

From 5th Canterbury Catchment Board
30/9/1969 Box 160 Timaru.

Time: 2.30 pm

Date: 8

Abstract No 6420

THIS AGREEMENT made the *nineteenth* day of *September* 1969.
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 BRIAN DAVID BEATTIE of "Lochaber," Fairlie (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 subsidize 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 satisfaction of the Board the works and the areas affected by the Conservation Plan, for the term of this agreement which shall be for a period of ten years after completion of the works.

TELEPHONE
P.O. 80

10/10

10/10

10/10
7/10/11

- 2 -

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, borings or other works in connection with the Conservation Plan.

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 if a Land Improvement Agreement under subsection (3) 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.

205.
7/24/41
972

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

I, **BRIAN DAVID BEATTIE**, the Owner herein do hereby
bind myself and my successors in title to perform and observe the
terms and conditions of this agreement.

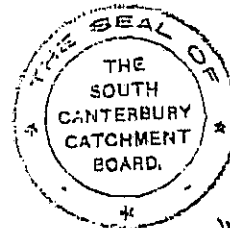
SIGNED by the said

BRIAN DAVID BEATTIE

as Owner in the presence of :

H. N. 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. D. Taylor } Members of
the Board

F. G. Howe Secretary

I, Francis George Howe 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.

F. G. Howe
Secretary

11/1/02

ORI

THE FIRST SCHEDULE

BRIAN DAVID BEATTIE, "LOCHABER," FAIRLIE

Run 2 (The Forks) situated in Fox, Mt Peel, Opuha and
Four Peaks Survey Districts

Area: 35,050 acres

Registered in Volume 529 folio 14 Canterbury Land
District.

THE SECOND SCHEDULE

<u>PART I</u>	<u>Estimated cost</u>	<u>Subsidy Rate *</u>
580 chains conservation fence	9,245	Various
520 chains internal cattle proofing	2,600	2:3
400 chains boundary cattle proofing	1,000	2:3
1,100 acres initial oversowing and topdressing	6,600	1:1
600 acres follow-up topdressing	2,700	1:1
30 acres initial cultivation	645	1:1
Soil conservation fee 8%	1,824	
	<u>\$24,614</u>	

* Subsidy payout is less oncost charged at 3 1/2% of
the total cost of the first \$6,000 of work.

THE SECOND SCHEDULE

PART II

Conservation practices to follow "The Work" include
modifications in management as outlined in the farm
conservation plan.

Major modifications are outlined briefly as follows:-

- (a) Blocks K and L containing 9,360 and 14,600 acres
more or less will be relieved of grazing to the
extent of the increase in carrying capacity of
Block B obtained by oversowing and topdressing
(initially two and four toothes will be moved).
- (b) Cattle numbers will be increased to a minimum of
250 head within five years. They will be used
to more fully utilise growth, thus reducing
the need for burning.

11/11/01

ORI

601786.1

CERTIFICATE OF ALTERATION

No. 601786/1 Certificate of
Alteration reducing the area
of the within land to
13,779.5460 hectares -
8.5.1986 at 11.5a.m.

HER MAJESTY THE QUEEN

{ Lessor.
Licensor.

BRIAN DAVID BEATTIE

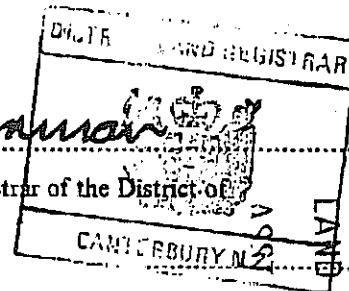
{ Lessee.
Licensee.

for A.L.R.

PARTICULARS entered in the Register on the date and at
the time recorded below.

District
Assistant

Land Registrar of the District of



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
LAND REGISTRAR

10.05.1986 11.50.1786/1

MWO_0021672



CERTIFICATE OF ALTERATION UNDER SECTION 113, LAND ACT 1948

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

and

pastoral (P12)
IN THE MATTER of ~~lease/licence~~ from HER MAJESTY THE
QUEEN to BRIAN DAVID BEATTIE of Lochaber,
Farmer, the lessee of part Run 2 (Dry Creek)
situated in Fox, Mt Peel, Opuha and Four
Peaks Survey Districts
Area: 14184.2317 hectares

registered in

Vol 529 , folio 14 Canterbury Land Registry.

This is to certify that the area in the above-described lease has
been reduced to 13,779.5460 hectares following redefinition by latest
photogrametric methods

SCHEDULE

(Land now in lease)

Part Run 2 (Dry Creek) situated in Fox, Mt Peel,
Opuha and Four Peaks Survey Districts.

Area: 13,779.5460 hectares

Certified that the within instrument
is lodged by Lands and Survey Department
on behalf of the Crown and that any fee
charged would be payable directly or
indirectly from the Consolidated
Revenue Account.

leasehold Title 529/14

Area reduced to 13779.5460 ha.

S23 16/5/86.

[Signature]
Deputy Assistant Commissioner of Crown
Lands

As witness my hand, this 29th day of June 1984

[Signature]
Deputy Assistant Commissioner of Crown Lands.

DEPARTMENT OF LANDS AND SURVEY

PRESS: 'LANDS'

INQUIRIES
ASK FOR M

OUR REFERENCE: P 12

YOUR REFERENCE:

PHONE No. 799 760

DISTRICT OFFICE.

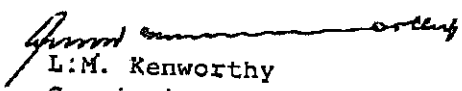
P.O. BOX

Private Bag
CHRISTCHURCH

8 May 1986

The District Land Registrar
Land and Deeds Registry
Private Bag
CHRISTCHURCHREGISTRATION FEES

Certified that the attached is a Certificate of Alteration under Section 113 of the Land Act 1948 in the name of Brian David Beattie of Lochaber, Farmer, over Part Run 2 (Dry Creek) situated in Fox, Mount Peel, Opuha and Four Peaks Survey Districts (CT 529/14) lodged by the Lands and Survey Department on behalf of Her Majesty the Queen and that any fee charged would be payable directly or indirectly from the Consolidated Revenue Account.


L.M. Kenworthy
Commissioner of Crown Lands
Lands and Survey Department
Christchurch

DEPT OF JUSTICE

Line 798-140

First Floor
State Insurance Building
116 Worcester Street
Christchurch, 1

In reply please quote

1/9/2

7 May 1986

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

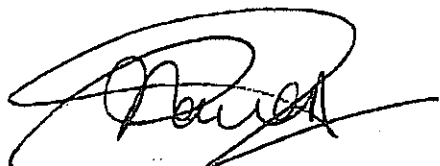
RE: DRY CREEK PASTORAL LEASE: VOL 529 FOL 14
YOUR REF P/12

I acknowledge receipt of your memorandum dated the 5th May 1986, and the documents which accompanied it.

The certificate is in order for registration provided (a) it is dated and (b) the exemption certificate in relation to the land transfer fees is on your departments 'letterhead' stationery.

This latter requirement is now a divisional requirement as approved by the Registrar General of Land.

Please present the documents for registration in the normal manner when these matters have been attended to.



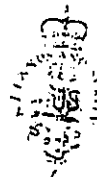
S C Pavett
DISTRICT LAND REGISTRAR

DEPARTMENT OF LANDS AND SURVEY

ALPHABETIC ADDRESS: 'LANDS'

FOR VERBAL INQUIRIES
PLEASE ASK FOR M

TELEPHONE No. 799 760



OUR REFERENCE:

P 12

YOUR REFERENCE:

DISTRICT OFFICE.

P.O. BOX

Private Bag
CHRISTCHURCH

5 May 1986

Mr S. Pavett
District Land Registrar
Land Registry Office
Private Bag
CHRISTCHURCHDRY CREEK PASTORAL LEASE : VOL 529 FOL 14

The pastoral lease held by Brian David Beattie expired on 30 June 1984. The lease has a right of renewal and the Land Settlement Board has determined the values for renewal and a renewal lease is about to be offered to Mr Beattie.

The area of the lease as expressed in the expired lease is 14 184.2317 hectares. However, some time ago the area of the lease was redefined by photogrammetric mapping (SOs 11748 and 11998) and the redefined area is 13 779.5460 hectares.

I have prepared a certificate of alteration pursuant to Section 113 of the Land Act 1948, and as discussed with you some months ago, would ask that you record this against the expired lease so that the renewal lease can issue with the correct area and any difficulties in respect to continuing charges be avoided.

You indicated that my request could be facilitated and I would be grateful if you would register the attached certificate of alteration accordingly.

L.M. Kenworthy
L.M. Kenworthy
Commissioner of Crown Lands

No. 6546421 Change of

Appellation whereby the
description of part of the
within land (9368m²) is
changed to Rural Section

42318 - 12.1.1987 at 9.25am

S. M. Lead.
Forth.

MWD_0021768

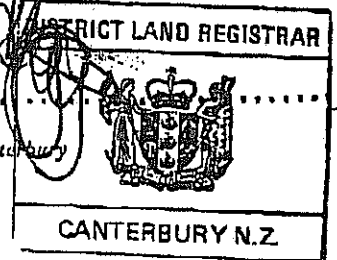


Particulars entered in the Register at the date and at the
time recorded below.

Assistant Land Registrar
of the District of Canterbury

529/65

See Index



11.10 31.OCT86 C 649714
PARTICULARS ENTERED IN REGISTER,
LAND REGISTRY CANTERBURY
ASST LAND REGISTRAR

Extract from *N.Z. Gazette*, 2 October 1986, No. 155, page 4141

Land Declared to be Road and Road Stopped in Mackenzie County

PURSUANT to Part VIII of the Public Works Act 1981, the Minister of Works and Development:

- (a) Pursuant to section 114 declares the land described in the First Schedule hereto to be road, and vested in The Mackenzie County Council.
- (b) Pursuant to sections 116 and 117, declares the portion of road described in the Second Schedule hereto to be stopped, and incorporated in pastoral lease No. P61 recorded in certificate of title 529/65, Canterbury Land Registry.

FIRST SCHEDULE

CANTERBURY LAND DISTRICT

ALL those pieces of land situated in Block XIV, Mount Peel Survey District, described as follows:

Area m ²	Being
7119 (1a3r01.5p)	Part Run 2 (Dry Creek); coloured blue on plan. AFFECTS PT PL 523/14 Expired
3738 (0a3r27.8p)	Part Run 276 (Lochaber); coloured sepia on plan. AFFECTS PT PL 524/65
3890 (0a3r33.8p)	Part Bed of Hewson River; coloured orange on plan.

As shown coloured as above mentioned on S.O. Plan 11458, lodged in the office of the Chief Surveyor at Christchurch.

SECOND SCHEDULE

CANTERBURY LAND DISTRICT

ALL that piece of road containing 9368 square metres (2a1r10.4p), situated in Block XIV, Mount Peel Survey District, adjoining or passing through part Run 2 (Dry Creek), part Run 276 (Lochaber), and part Bed of Hewson River; as shown coloured green on S.O. Plan 11458, lodged in the office of the Chief Surveyor at Christchurch. AFFECTS PL 524/65 & PL 523/14 Expired

Dated at Wellington this 25th day of September 1986.

P. M. CASSIN,

for Minister of Works and Development.

(P.W. 45/257; Ch. D.O. 35/28)

10/1

Legislation Card Noted.

MR. S. H. BL

769220 /

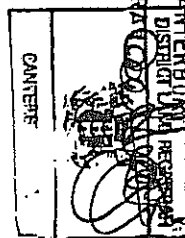
CHANGE OF APPELLATION

OCTOBER 1988

indexed

9.13 14.OCT88 C 769220

PARTICULARS ENTERED IN REG STR
LAND REGISTRY CANTERBURY
DISTRICT LAND REGISTRY
ASST LAND REGISTRAR



MWO_0021671



File: 5/158
5/8/1

CHANGE OF APPELLATION

Description of Land: SECTIONS 1 AND 2 S.O. 16940
SITUATED IN BLOCK XU WAIKARI SURVEY DISTRICT

Area: See Below

Territorial Authorities: Hurunui County

Former Appellation (Including Status):

Section 1 S.O. 16940 - 4051 m²

Section 2 S.O. 16940 - 4195 m²

Formerly Stopped Road pursuant
to Sec 116 Public Works Act 1981

N.O. 992 1988 p 3674

CN 766626/1

Purpose of Alteration:

Issue of C.T.

Prepared by:  13/10/88

Checked by:  13/10/88



Christchurch

CHANGE OF APPELLATION

Description of Land: SECTION 1 S.O. 17877 SITUATED
IN BLOCK 1 RANGITATA SURVEY DISTRICT AND
BLOCK XIV SHEPHERDS BUSH SURVEY DISTRICT

Area: 39.2923 ha.

Territorial Authorities: ASHBURTON COUNTY

Former Appellation (Including Status):

Formerly Part Rural Section 39448

(S.O. 10772)
(S.O. 16879)

Crown Lease 22F/47

Purpose of Alteration:

Issue of Title

Prepared by:

10/10/88

Checked by:

11/10/88



Christchurch

File: 5/3 00341

CHANGE OF APPELLATION

Description of Land: SECTIONS 1, 2, 3 AND 4 S.O. 17514
SITUATED IN BLOCKS XVI WAIPARA S.D., XVI
WAIKARI S.D., I TEULOTDALE S.D., AND
BLOCK IV GREY S.D.

Area: AS BELOW

Territorial Authorities: HURUNUI COUNTY

Former Appellation (Including Status):

Formerly Section 15 Glenmark Settlement
(S.O. 5309)

Crown Lease 15 F/126

Section 1 S.O. 17514 - 205.0000 ha

Section 2 S.O. 17514 - 6.4000 ha

Section 3 S.O. 17514 - 190.8000 ha

Section 4 S.O. 17514 - 10.8000 ha

Purpose of Alteration:

Issue of titles

Prepared by:

11/10/88

Checked by:

11/10/88

SURVEY AND LAND
INFORMATION

Christchurch

CHANGE OF APPELLATION

Description of Land: SECTION 1 S.O. 16699 SITUATED
IN BLOCK XIV MOUNT PEEL SURVEY DISTRICT.

Area: 1.4877 ha.
Territorial Authorities: MACKENZIE COUNTY

Former Appellation (Including Status):

Formerly Part Run 2 (Dry Creek)
(S.O. 11748)

Part Crown Lease 29K/871

Purpose of Alteration:

Section 1 S.O. 16699 to be incorporated into
Part Run 276 (Lochaber)

Prepared by:

11/10/88

Checked by:

11/10/88



Christchurch

9/58

CHANGE OF APPELLATION

Description of Land: SECTION 1 S.O. 16941 SITUATED IN
BLOCK XV WAIKARI SURVEY DISTRICT

Area: 5381 m²

Territorial Authorities: Hutt County Council

Former Appellation (Including Status):

Formerly parcel (I) S.O. 16941 being
Stopped Road pursuant to Section
116 Public Works Act 1981

N2 Cn2 1988 page 3674

CN 766626/1

Purpose of Alteration:

Issue of title

Prepared by: *[Signature]* 13/10/88

Checked by: *[Signature]* 13/10/88

OFFICIAL
INFORMATION

Christchurch

828850.1

MEMORANDUM OF PARTIAL SURRENDER

HER MAJESTY THE QUEEN

Lessor

BRIAN DAVID BEATTIE

Lessee

Particulars entered in the Register on
date and at the time recorded below.


District/Assistant Land Registrar

CANTERBURY 87

MWO_0021673

LAND CORPORATION LIMITED
TIMARU

828850/1

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST. LAND REGISTRAR.....

STATE OF NON-REVOCATION OF POWER OF ATTORNEY

JOFFREY JOHN HAY of TIMARU and
WILLIAM ALAN MCKEE of CHRISTCHURCH, New Zealand, Bank Officers, hereby severally certify:-

1. THAT by deed dated the 1st day of July 1985 copies of which are deposited in the Land Transfer Offices at:-

Auckland	as No. B500414.1	Hokitika	as No. 72477
Blenheim	as No. 127701	Invercargill	as No. 124294.1
Christchurch	as No. 575092.1	Napier	as No. 455064.1
Dunedin	as No. 646698/1	Nelson	as No. 255386.1
Gisborne	as No. 160512.1	New Plymouth	as No. 325999.1
Hamilton	as No. H623570.2	Wellington	as No. 717023.1

Bank of New Zealand appointed as its Attorneys on the terms and subject to the conditions set out in the said deed either:-

- (a) any two of the following persons, namely the Group Chief Executive and every General Manager, Deputy General Manager, Assistant General Manager, Chief Manager, District Manager, Area Manager, District Manager Administration and District Assistant Manager Administration for the time being of the said Bank and every other person who shall for the time being be acting as the Group Chief Executive or as a General Manager, Deputy General Manager, Assistant General Manager, Chief Manager, District Manager, Area Manager, District Manager Administration or District Assistant Manager Administration of the said Bank; or
- (b) any one of the persons referred to in paragraph (a) above together with any one of the following persons, namely every Branch Manager and Branch Loans Manager for the time being of the said Bank and every other person who shall for the time being be acting as a Branch Manager or Branch Loans Manager of the said Bank.

2. THAT we are respectively **BRANCH LOANS MANAGER** and
AREA MANAGER of the said Bank and as such are Attorneys for the
said Bank pursuant to the said deed.

3. THAT at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up of the said Bank or otherwise.

SIGNED at TIMARU
this 20th day of July
1985

SIGNED at CHRISTCHURCH
this 20th day of July
1985

WILLIAM ALAN MCKEE

LANDCORP - TIMARU

RECEIVED

25 JUN 1990

Job:

Code:

MEMORANDUM OF PARTIAL SURRENDER OF LEASE

IN THE MATTER of the Land Act 1948 and its amendments.

AND

IN THE MATTER of Pastoral Lease number P12 under the Land Act 1948 of ALL that piece of land situated in the canterbury Land District, containing 13778.8341 hectares, more or less, being part Run 2 (Dry Creek) situated in the 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 register book volume 29K folio 871 Canterbury Registry.

BRIAN DAVID BEATTIE of Lochaber, farmer, the lessee under the abovementioned lease DOETH HEREBY SURRENDER in terms of Section 145 of the Land Act 1948, all the estate and interest as such lessee in all that piece of land containing 1.4877 hectares, being Section 1 on SO Plan 16699 as from the first day of October 1988 with no alteration to the annual rent AND AGREE AND DECLARE THAT all and singular the covenants, conditions and agreements of the said registered lease expressed and/or implied shall continue in full force in respect of the residue of the land henceforth comprised therein as fully and effectually as if such residue of the land above had originally been comprised therein AND HEREBY FURTHER AGREE AND DECLARE that the said surrender shall take effect from the first day of October 1988.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names
this 21 day of June 1990

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

)
)
)

B. D. Beattie

Witness: ... A. N. Buick - J. P.

Occupation: Farmer

Address: R.D. 17 Fairlie

SURRENDER ACCEPTED for and on behalf of HER MAJESTY THE QUEEN as lessor.

SIGNED for and on behalf)
of HER MAJESTY THE QUEEN)
pursuant to a Deed lodged)
with the District Land)
Registrar as No. 886386/2) 856748/1
by LAND CORPORATION)
LIMITED by its Attorney)
RAYMOND ALAN WARD-SMITH)
in the presence of:)



Witness: B. McGowan

Occupation: Consultant

Address: Landcorp. Timaru

BANK OF NEW ZEALAND as Mortgagee under and by virtue of Memorandum of Mortgage number 811029/1 DOETH HEREBY CONSENT to the aforesaid surrender BUT WITHOUT PREJUDICE to its rights, powers and remedies otherwise under or in respect to the said Mortgage.

SCHEDULE

(Land remaining in the Lease)

Part Run 2 (Dry Creek) situated in Fox, Mount Peel, Opuha and Four Peaks Survey Districts. Area: 13,777.3476 hectares.

Correct for the purposes of the Land Transfer Act.



Solicitor for the Lessee.

* 1. THAT by an agreement dated the 24th day of January 1990
a copy of which is deposited in the Land Registry office at -

CHRISTCHURCH (Canterbury Registry) and there numbered 856748/1

HER MAJESTY THE QUEEN appointed LAND CORPORATION LIMITED
at Wellington its Attorney on the terms and subject to the
conditions set out in the said agreement.

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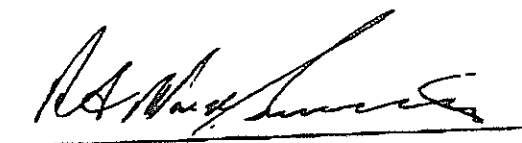
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

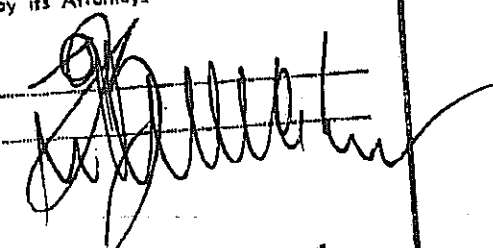

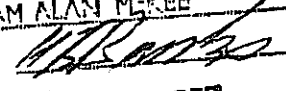
1. RAYMOND ALAN WARD-SMITH of Timaru, Managing Consultant. HEREBY

CERTIFY:

- * 2. THAT by Deed dated the 12th day of June 1987 a copy of which is deposited in the Land Registry Office at Christchurch (Canterbury Registry) and there numbered 686366/2. LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.
3. THAT at the date hereof I was an Assistant Property Manager of the said Corporation.
4. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Timaru
this 21 day of June
1990



SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorneys	BANK OF NEW ZEALAND by its Attorneys
<u>GEOFFREY JOHN HAY</u> <u>WILLIAM ALAN MCKEE</u>	
Witness to the signature of <u>GEOFFREY JOHN HAY</u>	Witness to the signature of <u>WILLIAM ALAN MCKEE</u>
Witness 	Witness 
Occupation <u>BANK OFFICER</u>	Occupation <u>BANK OFFICER</u>
Address <u>TIMARU</u>	Address <u>CHRISTCHURCH</u>

92/1514

H00 8174/1

OPEN SPACE COVENANT

Pursuant to Section 22 of
the Queen Elizabeth the
Second National Trust
Act 1977.

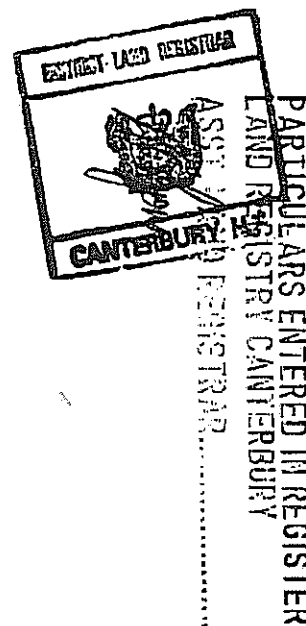
Correct for the
purposes of the Land
Transfer Act.

B. D. BEATTIE
.....
Covenantor

P. R. Hissman
Executive Officer
for the Trust
being a person authorised
by the Trust to certify on
its behalf.

AND

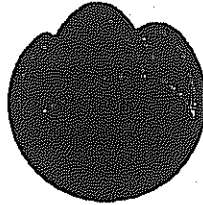
THE QUEEN ELIZABETH THE
SECOND NATIONAL TRUST



REGISTER
10.48 06.AUG92 A 008174/

MWO_0021669





Queen Elizabeth II

National Trust

For open space in New Zealand

HALDON BEATTIE RESERVE

OPEN SPACE COVENANT

COVENANTOR(S): B. D. BEATTIE

Approved by the Registrar-General of Land, Wellington, No. 609694.1/84

No. 5/11/54

OPEN SPACE COVENANT

(Pursuant to Section 22 of the Queen Elizabeth the Second National Trust Act 1977)

WHEREAS

BRIAN DAVID BEATTIE of LOCHABER, Farmer.

Lessee *M*

(hereinafter called "the Covenantor") is ~~also~~ registered as ~~proprietor~~ of an estate as set out in the Schedule of land hereto (hereinafter called "the land")

AND WHEREAS the QUEEN ELIZABETH THE SECOND NATIONAL TRUST established by the Queen Elizabeth the Second National Trust Act 1977 (hereinafter called "the Trust") is authorised by that Act to obtain open space covenants over any private land or any land under Crown Lease

AND WHEREAS the Covenantor has agreed to enter into an open space covenant with the Trust for the purpose set forth in the First Schedule hereto

NOW THEREFORE in consideration of the covenants and conditions hereinafter contained THESE PRESENTS WITNESS that in pursuance of the said agreement and by virtue of Section 22 of the Act the Covenantor and the Trust with the intent and so as to bind the land into whosoever hands the same may come MUTUALLY COVENANT at all times to observe and perform the respective duties and obligations imposed by the restrictions, stipulations and agreements contained in the ~~SECOND~~ Schedules hereto to the end and intent that the same shall bind the land in perpetuity or for the unexpired term thereof of the ~~Covenantor's~~ lease of the land and any renewal thereof as the case may be.

FIRST SCHEDULE

The Purpose of the within written open space covenant is to achieve the following open space objectives of the Covenantor and the Trust:

- a) To protect and maintain open space values of the land.
- b) To protect a representative example of tussock grassland ecosystem.
- c) To protect landscape values of the land especially as seen from Lochaber and *M*
Mowbray Roads.

SECOND SCHEDULE

Interpretations, restrictions, stipulations and agreements

1. In the Deed unless the context otherwise requires:—

"Act" means the Queen Elizabeth the Second National Trust Act 1977.

"Board" means the Board of Directors of the Queen Elizabeth the Second National Trust.

"Covenantor" means the ~~OWNER~~ who entered into this covenant with the Trust. ^{*Lessee}

"Executive Officer" means the person appointed under Section 18 (1) of the Act. ^{Lessee(s)}

"Owner" means the person or persons who from time to time are registered as the ~~proprietor~~ of "the land". "the land" means the property or part thereof defined as subject to this covenant and as shown on the plan annexed to this Deed.

2. No act or thing shall be done or placed or permitted to be done or remain upon the land which in the opinion of the Board materially alters the actual appearance or condition of the land or is prejudicial to the land as an area of open space as defined in the Act. or as outlined in the approved Management Plan. In particular, on and in respect of the land, except with the prior written consent of the Board/ the Owner shall not: *M*

- (a) Fell, remove, burn or take any native trees, shrubs or plants of any kind/ ^{that are natural to the tussock grassland community.}
- (b) Plant, sow or scatter any trees, shrubs or plants or the seed of any trees, shrubs or plants other than local native flora, or introduce any substance injurious to plant life except in the control of noxious plants, and as set out in the management plan.
- (c) Mark, paint, deface, blast, move or remove any rock or stone or in any way disturb the ground.
- (d) Construct, erect or allow to be erected, any new buildings or make exterior alterations to existing buildings.
- (e) Erect, display or permit to be erected or displayed, any sign, notice, hoarding or advertising matter of any kind.
- (f) Carry out any exploration for, or mining or quarrying of any minerals, petroleum, or other substance or deposit.
- (g) Dump, pile or otherwise store any rubbish or other materials, except in the course of maintenance or approved construction, provided however that after the completion of any such work all rubbish and materials not wanted for the time being are removed and the land left in a clean and tidy condition.
- (h) Effect a subdivision as defined in the Local Government Act 1974.
- (i) ~~Allow cattle, sheep, horses or other livestock to enter, graze, feed or otherwise be present provided, however, that they may graze up to any approved fence line on the perimeter of the land.~~ *A*

Management Plan *M*

de L.L.B.

B & B

M

3. In considering any request by the Owner for an approval in terms of Clause 2 hereof, the Board will not unreasonably withhold its consent if it is satisfied that the proposed work is in accordance with the aim and purpose of the covenant as contained in the First Schedule.
4. Except with the prior written consent of the Board, no action shall be taken or thing done, either on the land or elsewhere, which will in any way cause deterioration in the natural flow, supply, quantity, or quality of any river, stream, lake, pond, marsh, or any other water resource affecting the land.
5. The Owner shall notify the Trust of any advice received from any power authority, mining company, or other body or person of the intention to erect utility transmission lines or carry out any mining or quarrying on the land and shall not signify any concurrence in relation to the proposed work without the written permission of the Board.
- 6(i) The Owner shall continue to comply with the provisions of the Noxious Plants Act 1978 and the Agricultural Pests Destruction Act 1967 and all amendments thereto provided, however, that the Owner may request assistance from the Trust in carrying out the aforementioned responsibility.
- 6(ii) That in keeping with the aims and purposes of this covenant the Owner shall continue to comply with the Wild Animal Control Act 1977 and shall take reasonable measures for the control of wild animals as defined in the Act.
7. The Owner shall keep all fences and gates on the boundary of the land in good order and condition and will accept responsibility for all minor repairs. Except as provided for in Clause 8 herein or in the Third Schedule hereto rebuilding or replacement of all such fences and gates will be the responsibility of the Owner, and the Trust equally between them as to the Owner's share.
8. The Trust shall repair and replace to its former condition any fence, gate or other improvement on the land which may have been damaged in the course of the Trust or any member of the public exercising any of the rights conferred by the covenant.
9. Subject to any conditions mutually agreed between the Trust and the Owner, members of the public shall have access to the land with the prior permission of the Owner.
10. The Owner may approve the use of firearms and traps by any person or persons for the eradication of noxious animals on the land.
11. The Trust, through its officers, agents or servants, may at all times enter upon the land for the purpose of viewing the state and condition thereof. In exercising this right, any officer, agent or servant of the Trust will notify the Owner in advance.
12. Any consent, approval, authorisation or notice to be given by the Trust shall be sufficient if given in writing signed by the Executive Officer of the Trust and delivered or sent by ordinary post to the last known residential or official address of the Owner or to the solicitor acting on behalf of the Owner.
13. The Owner or the Trust may at any time during the term of this covenant, by mutual agreement, carry out any works, improvements or take any action either jointly or individually or vary the terms of this covenant to ensure the more appropriate preservation of the land as an open space in terms of the Act provided, however, such agreement is not contrary to the aim and purpose of this covenant.
14. The Trust may, with the prior approval of the Minister of Lands, revoke this covenant if all the members of the Board are satisfied that by reason of any change in the character of the land or of any other circumstances which the Board may deem sufficiently material, this covenant ought to be deemed obsolete, or that the continued existence thereof would impede the reasonable use of the land without securing any practical benefit consistent with the purpose of the Act.
15. Nothing in these presents hereinbefore contained shall be deemed to render the Covenantor personally liable for any breach of these covenants and conditions committed after the Covenantor shall have ceased to be the Owner.
16. The Owner shall notify the Trust of any change of ownership or control of all or any part of the land, and shall supply the Trust with the name and address of the new owner or lessee.
17. If at any time prior to registration hereof by the District Land Registrar the Owner desires to sell or otherwise dispose of all or any part of the land such sale or disposition shall be made expressly subject to the restrictions, stipulations and agreements contained in the Second Schedule hereto.

BDB
LRLB
R L

THIRD SCHEDULE

1. A Management Plan will be produced in conformity with the aims and objectives of the FIRST SCHEDULE and will include details on:
 - (a) the use of fire, sprays, fertiliser, oversowing, soil conservation techniques so as to maintain or improve the tussock community.
 - (b) anything else necessary to maintain or improve the tussock grassland community at all times taking account of the primary objectives of the covenant and the protection of snow tussock.
 - (c) monitor conditions and trends of the tussock grassland communities.
 - (d) any other relevant matters.
 - (e) a copy of the Management Plan will be held at the offices of the Trust.
 - (f) grazing management principles (numbers, classes of stock, duration and intensity of grazing including critical rest periods).

Le Roto B.
B J B
R
h

QUEEN ELIZABETH THE SECOND NATIONAL TRUST

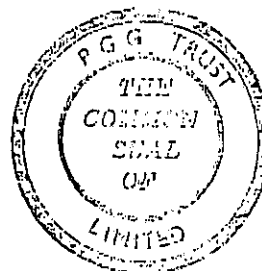
OPEN SPACE COVENANT

COVENANTORS: BRIAN DAVID BEATTIE

PGG TRUST LIMITED

as mortgagee only of the land under Mortgage No: 962338/3 hereby consents to the registration of the within-written covenant but without prejudice to its rights, powers and remedies under the said mortgage and without undertaking or acknowledging any of the within-written restrictions, stipulations and agreements to be observed or performed.

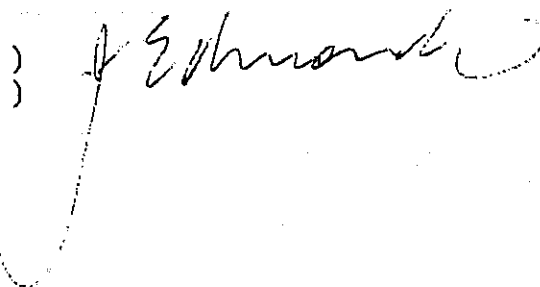
The Common Seal of
PGG TRUST LIMITED,
was affixed hereto in the presence of
Oliver Kitchin AUTHORIZED SIGNATORY
523/92
AUTHORISED SIGNATORY



Pursuant to Section 22(3) of the Queen Elizabeth the Second National Trust Act 1977 and to a delegation from the Minister of Lands dated the 14th day of May 1990, the Commissioner of Crown lands hereby consents to the execution of the within Open Space Covenant.

Dated the 30 day of June 1992

Signed by the
Commissioner of Crown Lands

} 

SCHEDULE OF LAND

Land Registry: CANTERBURY
Estate: Pastoral Lease

Area: 8.6194 ha

Lot & D.P. No. ^{Block I}
(other legal description): Part of Part Run 2 (Dry Creek), Four Peaks SD, shown as area A on aerial photodiagram attached.

Certificate(s) of Title: Part Volume 29K folio 871

IN WITNESS WHEREOF this memorandum has been executed
this Eighteenth day of October 19 88

Signed by:

BRIAN DAVID BEATTIE

B. D. Beattie

as covenantor
in the presence of:

Witness: J. I. Williams

Occupation: conservation officer

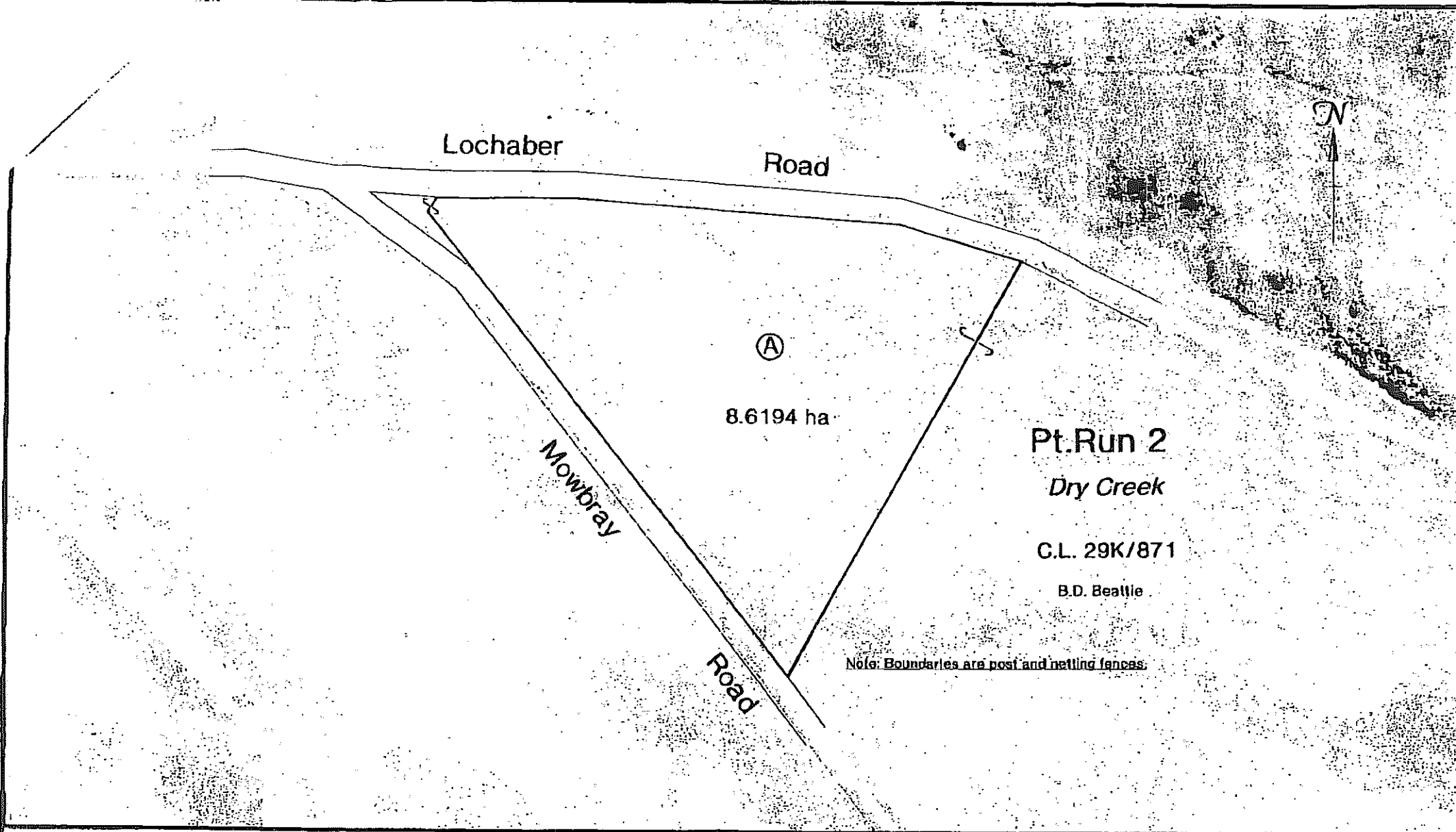
Address: 32 Montrose Drive
Trinidad

THE COMMON SEAL of the QUEEN
ELIZABETH THE SECOND NATIONAL
TRUST was hereto affixed in the
presence of:

John Alexander Chairman

Le. R. K. Bailey Director

P. K. Harrison Executive Officer



SN 8595 F 37

TOTAL COVENANT AREA 8.6194 ha

APPROXIMATE SCALE 1:2800

QUEEN ELIZABETH II NATIONAL TRUST OPEN SPACE COVENANT

within
Pt Run 2

BLOCK I FOUR PEAKS S.D.

CANTERBURY LAND DISTRICT

This is to certify that the Protected
Area shown can be defined



Plotted By *AD*
Checked By
Date of Photography 8.2.58
Crown Copyright

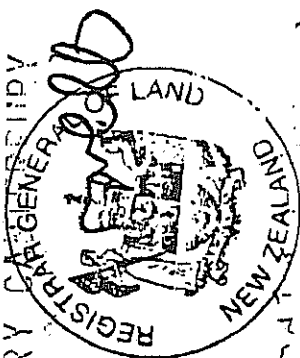
KEY
Appellation Boundary ———
Title Boundary —CT—CT—
Covenant Boundary ———

R. V. Ken 16/1/92 CHIEF SURVEYOR
Signed for and on behalf of Her Majesty the Queen pursuant to an agreement lodged with the District
Land Registrar as No 858748/1 LAND CORPORATION LTD by its Attorney RAYMOND ALAN VARY SMITH

APPROVED *B.D. Beattie* Registered Lessee

12.15 24.OCT00 A 478766 - 241

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OF GENERAL IDITY



4-30

200 Avenue

in the Register at the date and at the

[Handwritten scribble]



MWO_0021761

24 OCT 00

TELEPHONE 89-069
P.O. BOX 160

South Canterbury Catchment Board

and
Regional Water Board
75 CHURCH STREET, TIMARU
NEW ZEALAND

Our Ref.

Agmt

21 January, 1986.

District Land Registrar,
Lands & Deeds Office,
Private Bag,
CHRISTCHURCH.

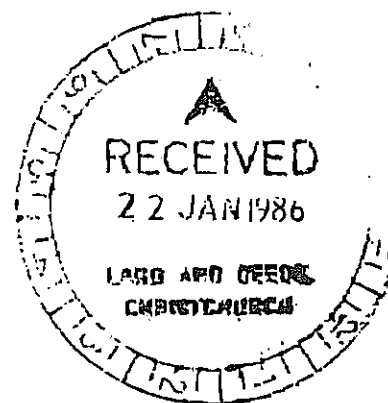
LAND IMPROVEMENT AGREEMENT - B.D. BEATTIE

Enclosed is a Land Improvement Agreement for registration.

When the above is registered, agreement 777536 should be discharged in accordance with the attached memorandum.

Brian O'Sullivan

B. O'Sullivan,
Secretary.



THIS AGREEMENT made the *Twentieth* day of *September* 1985
BETWEEN the SOUTH CANTERBURY CATCHMENT BOARD duly constituted
under the Soil Conservation and Rivers Control Act 1941 (herein-
after called "the Board") of the one part and BRIAN DAVID
BEATTIE of Fairlie (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 Revised Conservation
Plan set out in the Second Schedule hereto (hereinafter called
"the works") have been carried out and are to 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 made grants and 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 Improve-
ment 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 three 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 has subsidized work and will at its own
expense subsidise the work to be carried out by the Owner in
accordance with the Conservation Plan set out in the Second
Schedule Part I B hereto and according to the Specifications
therein in the proportions described in the aforementioned Conser-
vation Plan.

[Handwritten initials] *BDBB*

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 satisfaction of the Board the works and the areas affected by the Conservation Plan, for the term of this agreement which shall be for a period of 99 years after completion of the works.

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.

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.

AB *B2B*

3.

IT is hereby agreed by and between the parties that this Agreement is a Land Improvement Agreement under subsection (3) 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.

FIRST SCHEDULE

Part Run 2 (Forks) situated in Fox, Mt Peel,
Opuha and Four Peaks Survey Districts

~~14184-2314~~ ha
13778.8341 ha

Certificate of Title ~~529/114~~ 29K/871
Canterbury Land District

SECOND SCHEDULE

PART I

A. Completed Works

	<u>Total Cost</u>	<u>Grant</u>
5573m erosion control fence)		
1831m cattleproofing internal fence)		
4024m cattleproofing boundary fence)		
5691m windbreak)		
10 ha gully control works)		
455 ha aerial oversowing and top-)		
dressing - initial)	\$55, 960	\$39,615
243 ha aerial oversowing and top-)		
dressing - follow up)		
21 ha offsite cultivation)		
2022m offsite fencing)		
43,530m local share regional fire-)		
break complex)		

B. Works Still to be Completed

	<u>Est. Total Cost</u>	<u>Grant Rate</u>	<u>Est. Grant</u>
4888m erosion control fence	30,550	60%	18,330
4667m cattleproofing internal fence	2,920	50%	1,460
4408m windbreak	19,285	60%	11,571
1800m fencing trial block	11,250	70%	7,875
Fencing equivalent to offsite grazing	19,674	70%	13,772
	<u>\$83,679</u>		<u>\$53,008</u>
	=====		=====

PART II

Conservation practices to follow "the works" include modifications in management as outlined in the Conservation Plan. Major modifications are outlined briefly as follows:-

(All block letters are as found on SCCB drawing number 5151 sheet 5 of 5 sheets)

(a) Sheep grazing in High Claytons (Block L containing 5909 ha more or less) and Big Forks (Block K containing 3788 ha more

Handwritten signatures and initials:
B D B B

(a) shall be with numbers and times as determined by the Board, in consultation with the Owner, for the purpose of soil conservation and erosion control.

(b) Gravel trap and wetland areas when fenced out will not be grazed and any land use practices carried out shall be approved by the Board for the purpose of soil conservation and/or control of erosion or flooding.

(c) Firebreak access tracks shall be maintained to a good negotiable standard, with or without grant assistance, and will be available at all times for fire fighting purposes and at all reasonable times to Government or Local Authority staff to carry out their legitimate functions and to neighbouring runholders.

(d) Windbreak Requirements

(1) Trees planted in windbreaks shall be protected from fire, herbicides and grazing by domestic stock.

(2) The trees shall not be topped or cut down without written consent from the Board, and where consent to cut down is given, the cost of replacing the trees shall be a first charge against revenue received by the Owner from the sale of wood or from any assignment of the right or licence to fell and remove such trees.

(3) Land management and cultivation practices that enhance the soils resistance to wind erosion shall be undertaken.

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

I, Brian David Beattie, the Owner herein do hereby bind myself and my successors in title to perform and observe the terms and conditions of this Agreement.

SIGNED by the said)

Brian David Beattie)

As Owner in the presence of:)

Brian David Beattie

H. M. Mac Donald.

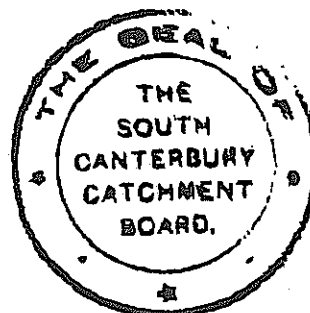
Soil Conservator

TIMARU

AB B

5.

THE COMMON SEAL OF THE SOUTH)
CANTERBURY CATCHMENT BOARD)
was hereunto affixed in)
pursuance of a resolution of)
the Board in the presence of)



General Manager

Secretary

I, Brian John O'Sullivan 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.

B.D.B.

64 4 4990968

Ministry of Economic
Development

Mānāatū Ōkanga

Crown Minerals

Date: 15/03/02

To: Murray Bradley

Fax Number:

03 3798440

From: Michelle Stokes

(contact details below)

Priority:

Pages: 1

NOTE OF CONFIDENTIAL INFORMATION: This facsimile message contains information that is confidential and that may be subject to legal privilege. If you are not the intended recipient, you are hereby notified that you must not use, review, disseminate, distribute or copy this facsimile message. If you have received this message in error, please immediately notify us by facsimile or telephone (call collect) and return the original message to us by mail. Thank you.

SUBJECT:

Dry Creek

There are currently no granted interests or applications for permits over the areas shown as:

The areas described in your fax of 4/3/2002 on sheets J36 and J37.

Michelle Stokes

Michelle Stokes
NMI Administrator

Manager of New Zealand's
crown owned mineral estate

Head Office, 33 Bowen Street, PO Box 1473, Wellington, New Zealand
Tel: 474 2941; Fax: 499 0968; www.crownminerals.govt.nz



MREINZ

4TH FLOOR, 76 CASHEL STREET,
PO BOX 142, CHRISTCHURCH,
NEW ZEALAND
Phone: (03) 379 9787 Fax (03) 379-8440

FAXED

FACSIMILE TRANSMISSION SHEET

FAX NO:	04 499 0968	No of Pages (including this one) : 2
ATTN:	Michelle Stokes	
COMPANY	Crown Minerals	
FROM:	Murray Bradley	
DATE:	4 March, 2002	
SUBJECT:	NZMS 260 Sheets J 36 & J 37 MINING INTERESTS	

This office currently has a contract with Land Information New Zealand Wellington to research interests (if any) over certain back country pastoral runs.

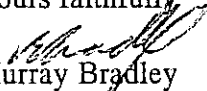
Could you please advise if there are any Prospecting, Exploration and or Mining Interests granted over the area highlighted on the attached plan being;

Part Run 2 situated in Four Peaks ,Fox, Opua and Mt Peel Survey Districts. -Area : 13779.5460 ha. NZMS 260 series Sheet J 36 & J37.

(If there is a granted interest, could I have a copy of the relevant sheet schedule and an A3 copy only from the Mining Privilege Map for the pastoral run area of interest.

Any costs involved please invoice this office to my attention and clearly mark the invoice "Contract 50268", thank you.

Yours faithfully


Murray Bradley

Manager Public Sector Services.



Your Ref :P 12 Our Ref : CH 993

4 March 2002.

Department of Conservation,
Private bag 4715,
CHRISTCHURCH.

Attention: Mr Mike Clare

Dear Sir

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

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

Pastoral Tenure Review – DRY CREEK PASTORAL LEASE.

As you are aware the process for the pastoral tenure review on certain runs has been more recently instigated, by Land Information New Zealand (LINZ).

This office, under contract to LINZ has the task of researching and providing a status investigation amongst other things.

To satisfy the requirements of the LINZ report, it is necessary for the Department of Conservation to comment, in respect to allocations (adjoining and or within) and any concessions over the run under review (NZMS 260 sheet reference J 36 & J 37) Attached a copy of Crown Lease CT CB29K/871, SO plan 11748 and 11998 and a cadastral plan for your comment for the pastoral run:

- Part Run 2 situated in Fox, Four Peaks, opua and Mt Peel Survey Districts:-Area: 13777.3464 ha.

Please advise accordingly. Thank you.

Yours faithfully
Knight Frank (NZ) Limited


Murray Bradley
Crown Accredited Supplier/Nominated Person.

Encl.



Department of Conservation
Te Papa Atawhai

Our ref: PAR 019 PTR ???

28 March 2002

The Manager
Knight Frank (NZ) Ltd
P O Box 142
Christchurch

Attention: Murray Bradley

Dear Sir

PASTORAL LEASE STATUS CHECK - DRY CREEK

I refer to your letter of 4 March 2002, and faxed to this office on 27 March 2002. I apologise for the delay in responding. Unfortunately, I can find no record of the Department of Conservation having received the original. It would be appreciated if you could forward copies of all the attachments for our records.

I've attached a map of what the Department understands is the current boundary of the Dry Creek Pastoral Lease. There is no public conservation land in or adjoining the Dry Creek Pastoral Lease. The Department has an interest in land to the north of the boundary, and this is shown as J36008 on the attached plan. This is shown as the Rata Peaks Retirement Area, and is a pastoral surrender on an adjoining Pastoral Lease. The land has not been formally transferred to the Department. As such there will be no concessions granted on this land.

As I don't have copies of the Certificate of Title to Dry Creek (at the time of writing) I can't comment on the possibility of there being marginal strips on the property. No marginal strips show on Terraview. You are, by now, well aware of the situation with respect to marginal strips, and there is a possibility of there being marginal strips on the property if the lease was renewed since the inception of the Conservation Act 1987.

I trust this information is of assistance.

Yours faithfully

A handwritten signature in dark ink, appearing to read 'Robert Cant'.

Robert Cant
Statutory Land Management Officer (Community Relations)
For Conservator, Canterbury
Email: Rcant@doc.govt.nz

Dry Creek

