

## **Crown Pastoral Land Tenure Review**

**Lease name : GLENROCK (RAKAIA)**

**Lease number : PC 140**

### **Due Diligence Report (including Status Report) - Part 1**

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

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

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

**December**

**05**

4 3

**DUE DILIGENCE REPORT  
CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:**

**File Ref:** Con 50231/09/12782/A-2-01    **Report No:** QVV19    **Report Date:** 19/10/2000

**Office of Agent:** CHRISTCHURCH    **LINZ Case No:**    **Date sent to LINZ:** 26/10/00

**RECOMMENDATIONS**

1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions identified that require action by the Manager Crown Property Contracts:
  - (a) Registration of a Memorandum of Variation against the pastoral lease to effect the review of rental accepted by the lessee in 1997. *see folio 4*
  - (b) Registration of the Memorandum of Variation executed by the lessees relating to the retirement and surrender of 3770 hectares as a prerequisite to formal surrender [subject to survey] and declaring the land to be held for conservation purposes. *See folio 4*
3. That the Commissioner of Crown Lands or his delegate **note** the following potential liabilities that have been identified as a result of the file search;
  - (a) The existence of one or more private power schemes within the margins of the Redcliffe Stream which may present potential public access implications ~~and this should be investigated.~~ *deleted see folio 4*
  - (b) Nassella tussock infestation on the Rakaia River boundary.
4. That the Commissioner of Crown Lands or his delegate **note** the following matters;
  - (a) That on subdivision of the parent lease and in undertaking renewal action in 1986 the Crown indicated its interest in entering into negotiations with the lessee to secure a conservation covenant over the two wetlands at "Cookies Flat".
  - (b) That the Land Improvement Agreement (SWCP 703800), executed in 1987, has never been registered against the lease ~~and that an investigation in conjunction with Environment Canterbury be undertaken to consider the appropriateness or otherwise of registration now.~~ *deleted see folio 4*
  - (c) That ~~as indicated in the Land Status Report the compiled definition by SO's 17637 - 17641 is only adequate for the current pastoral lease and a full cadastral survey would be required for any subsequent disposition as a consequence of Tenure Review.~~ *deleted see folio 4*
  - (d) That the lesser waterways as defined on SO 17637 are subject to Section 58 of the Land Act 1948 by virtue of a notation on the plan and would similarly have to be laid off following survey for disposition purposes. *declined see folio 4*
  - (e) The situation in respect of the formed and unformed roads intersecting the property and that the Crown, when undertaking renewal action in 1986, had identified this as a matter for negotiation with the lessee. *see folio 4*  
*ccf has no function*

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Signed by Sub-Contractor:

Signed by Contractor

\_\_\_\_\_  
Name: D McGregor  
McGregor Property Services Limited  
Accredited Agent

\_\_\_\_\_  
Name : B.Dench  
Team Leader Leader for Tenure Review  
Quotable Value (Valuations)

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

\_\_\_\_\_  
Name:  
Date of Decision:     /     /

**1. Details of Lease:**

**Lease Name:** Glenrock

**Location:** On Double Hill Run Road, 43km north west of Methven and 77km north west of Ashburton, Mid Canterbury.

**Lessees:** Charles Robert ENSOR and Judith ENSOR of Methven, Farmers.

**Tenure:** Pastoral lease pursuant to Section 66 of the Land Act 1948 and registered under Section 83 of the Land Act 1948.

**Term:** 33 years from 1 January 1987 (Expires 31 December 2019).

**Annual Rent:** \$2475.

**Rental Value:** \$110,000.

**Date of Next Review:** 31 December 2008.

**Land Registry Folio Ref:** 33A/1190 (Canterbury Registry).

**Legal Description:** Sections 1 & 4 SO 17637, Sections 6, 7 & 8 SO 17638, Sections 9, 10, 11 & 12 SO 17639, Sections 2, 3, 13, 14, 15, 16, & 17 SO 17640 and Section 5, SO 17641, Blocks IX & X Glenrock & Blocks III, IV, VII, VIII, XI & XII Somers Survey Districts

**Area:** 7012.4856 hectares

**2. File Search*****Files held by Agent Knight Frank (NZ) Ltd on behalf of LINZ:***

File Ref	Volume	First Folio No	Date	Last Folio No	Date
P40	1	1	July 1942	257	18 August 1956
P40	2	258	March 1959	349	13 December 1978
P40	3	350	2 February 1979	439	17 February 1986
P40	4	440	13 February 1986	520	16 October 1990
Pc140	1	1	1 October 1986	-	15 November 1995
Pc140	2	-	November 1995	-	30 June 2000

***Files held by Agent (Quotable Value New Zealand) on behalf of LINZ***

File Reference	CON/50231/09/12782/A-ZNO-01
Volume	1
First Folio No.	1
Date	10/08/2000
Last Folio No	File Current (contains extracts of Tenure Review files).
Date	-

**3. Summary of Lease document: [CL 33A/1190]****3.1 Terms of Lease**

The Pastoral Lease was registered on 5 May 1990 as CL 33A/1190 being a subdivision and renewal of the original Glenrock Pastoral Lease CL 574/70. The Lease was issued to Charles Robert Ensor and

Judith Ensor for 33 years over 7012.4856 hectares from 1 January 1987 on the basis of the annual rental for the first 11 year being \$1575, calculated on a rental value of \$105,000, and the Stock limitation in the lease being 2600 sheep. At rental review on 31 December 1997 the annual rental was increased to \$2475 based on a rental value of \$110,000 with effect from 1 January 1998 without any alteration to the terms and conditions of the lease.

*Stock Limitation Lease:*

2600 sheep

*Commencement Date:*

1 January 1987. This is one of two renewal leases issued on subdivision of the original Glenrock pastoral lease (P40 – CL574/70).

*Other provisions*

There are no other special provisions in the lease.

*It is noted however that a Memorandum of Variation has not yet been registered against the lease to complete the rental review (operative from 1 January 1998) following acceptance by lessees on 22 April 1997.*

*A copy of the lease is attached as Appendix 1*

### **3.2 Area adjustments**

There have been no adjustments to the lease since the issue of the renewal lease in 1987. However, the partial surrender of 3770 ha approximately being Part of Section 1, SO 17637 retired in terms of the Run Plan and to be set apart for conservation purposes remains uncompleted pending survey.

### **3.3 Registered Interests**

*Mortgages:*

- |               |  |
|---------------|--|
| No. 875102/5  | to Rural Banking & Finance Corporation NZ Ltd (registered May 1990).   |
| No. 875102/13 | To Rabobank New Zealand Limited as varied by <i>Memorandum of Priority A 470062.3</i> ranking as second Mortgage (registered August 2000).   |
| No. 875102/13 | To Charles Robert Ensor and William Hugh Duncan Ensor in shares following <i>Transfer of Mortgage A 470062.2</i> and <i>Memorandum of Priority A 470062.3</i> ranking as third Mortgage (registered August 2000). Original Mortgage registered May 1990. |

*Land Improvement Agreements:*

There are no current Land Improvement or similar type Agreements registered against the lease. It is apparent however that a Land Improvement Agreement executed between the lessees and the North Canterbury Catchment Board (Canterbury Regional Council and now Environment Canterbury) should have been registered.

Refer 3.4 below.

**3.4 Unregistered Interests***Recreation Permits*

There are no recreation permits involving this lease.

However M Sargent & Duncan Ensor recently expressed interest in erecting a small hut for trampers/musterers on a plateau of the Black Hills Range. They have apparently obtained Resource consent for the project but have yet to file an application for a recreation permit.

*Copies of file notes (folios dated 8 and 9 March 2000 on Pc 140 Volume 2) attached as Appendix 2.*

*Land Improvement Agreement*

At about the same time as the subdivision of the original Glenrock parent lease (1986/87) the then North Canterbury Catchment Board negotiated new Run plans including one over the Glenrock subdivision lease (SWC Plan 703800). The parties executed the plan and at the same time the lessee executed a Memorandum of Variation requiring the destocking and retirement (and eventual surrender pending survey) of some 3770ha of Glenrock following completion of offsite development or 1 December 1988 whichever was the sooner. In 1987 delays in the registration of the renewal lease prevented registration of both the Land Improvement Agreement and the Memorandum of Variation. As a consequence the lease was not registered until May 1990. The Catchment Board's successor (Canterbury Regional Council) advised in October 1990 that although other works were not yet completed the off-site grazing had been provided which would enable formal surrender to proceed. It is likely that by now all the works associated with the Run plan will have been completed and the plan may have lapsed (therefore no need for registration or discharge) but this will need to be investigated.

Also refer 8.2

*A copy of the unregistered Run plan and executed Memorandum of Variation (folio 494B on P40) are attached as Appendix 3.*

*Unsecured Debts*

Information unknown.

**4. Summarise any Government programmes approved for the lease:**

The unregistered Run plan for Glenrock (SWCP 703800) was executed by the lessees on 20 January 1987. The proposals in the plan included retirement/surrender of 3770ha of Class VII & VIII land together with retirement fencing windbreaks and river control works.

**5. Summary of Land Status Report:**

The Land Status Report by Knight Frank (NZ) Limited on 15 October 1999 under Contract 50178. This confirms the status is Crown Land under the Land Act 1948, leased pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as CL 33A/1190.

The land is subject to Part IVA of the Conservation Act 1987 upon disposition.

The following issues were identified as possibly requiring further investigation in the context of Due Diligence:-

Rec Permit  
held by  
MA Hunt  
11/1/2000 to  
LPS 12782/02  
30/6/2004  
RHA

- 1) Legal road not contiguous with the current formation along the Rakaia River and "Cookies Flat" / Redcliffe Stream. Early file correspondence indicates where this legal road diverges. It should be stopped and incorporated into the Pastoral Lease i.e. SO 6037.
- 2) Previous Pastoral Lease 574/70 carries the memorial in respect of a Land Improvement Agreement, document No. 306609/1 (1207ha). This area is now defined as Section 21 SO 17637 and as such does not affect the current "Glenrock" lease. Although Section 21 has not been formally surrendered or discharged from either PL 574/70 or 33A/1191, the agreement is redundant. As a consequence the memorial has not been brought down against the current lease.
- 3) Area identified for surrender (part Section 1 SO 17637) is approx 3770ha. This coupled with a potential survey has not been completed to date.
- 4) Reconciliation of boundary fencing can only be identified upon survey.
- 5) CCL submission (1985) identified an area of wetland for a conservation covenant referred to as "Cookies Flat" east of Redcliffe Stream, however it is thought part of it may encroach into "Glenrock" No conclusion reached, possible that whole of proposed covenant area is located within "Redcliffe".
- 6) NZ Gazette 1954 page 1299 formalises a licence to establish a power generation scheme on "Cascade Stream" Block 1 Hutt SD, expiring March 1976. There is no plan to support its location. The scheme was referred to again in 1988 as being located on Redcliffe Stream. Although the scheme would appear to be wholly in "Redcliffe" it may supply power to "Glenrock" also and may come within the zone of land to be afforded marginal strip protection.
- 7) The current compiled definition of SO 17641 is only adequate in respect of the current pastoral lease definition.

The minerals remain with the Crown as the land has never been alienated since the original acquisition.

A copy of Land Status Report appended as *Appendix 4* [minus enclosures].

## **6. Review of Topographical and Cadastral data:**

### **6.1 Marginal Strips:**

The Land Status Report indicates the lease is subject to the provisions of Section 58 of the Land Act 1948 on SO's 17637 - 13741 and there is no memorial on the lease. The Rakaia River, North Branch Ashburton River, Redcliffe Stream, Swift River and Donald Stream form part of the boundaries while other lesser streams are clearly depicted on SO 17637 (1988) as a pecked line without a one chain strip having been laid off. It is further recorded that this notation on the plan has no substance without marginal strips first being laid off by definition on a plan in the Chief Surveyor's records.

The Section 58 strips are now deemed to be marginal strips under the Conservation Act 1987.

### **6.2 Fenced Boundaries v Legal Boundaries (Peripheral):**

There appears to be some deviation between the fenced and legal boundaries which the Land Status Report records can only be reconciled on survey.

### 6.3 *Legal Roads – formed and paper:*

The Land Status Report states that the legal road is not contiguous with the current formation along the Rakaia River and "Cookies Flat"/Redcliffe Stream. File correspondence indicates the divergent portions of legal road should be stopped and incorporated into the pastoral lease, i.e. SO 6037.

It is noted that the Ashburton County Council, in a letter to the then Commissioner dated 6 October 1970, sought Crown consent to the realignment of road (affecting the section of road between Redcliffe and Black Hill) as a result of encroachment by the Rakaia River. The Crown responded that it had no objections but formal consent could not be given pending survey. (*folios 274 and 275 – on P40*). This was commented on by the Chief Surveyor in his investigations into the survey requirements renewal purposes in July 1984 (*folios 397 and 398 - P40*).

CCL Case No 86/313 of 1 October 1986 approved renewal recommendations including undertaking negotiations with the lessee's transfer and incorporation of unformed roads into the lease and the rationalisation of access to the Swift River. The renewal notice excluded any reference to access issues other than the retention of an over-width strip to provide legal/ stock access along the Swift River (*not provided for in survey – SO 17637*). (*folios 403, 461 and 466*).

Rationalisation actions are not considered to be essential but desirable. However the matter of providing legal access to any area proposed for freeholding will need to be investigated in conjunction with Tenure Review.

*Copies of folios 274, 275, 397, 398 403, 461 and 466 attached as Appendix 5.*

## 7. **Details of any neighbouring Crown or Conservation land:**

Areas that are tentatively identified by Department of Conservation for possible inclusion in the Tenure Review are the marginal strips along the Redcliffe Stream and the 3770 hectares approximately to be retired/surrendered from the lease.

The Department of Conservation is managing the retirement area of 3770ha (subject to survey) still included in the lease and yet to be formally surrendered.

## 8. **Summarise and uncompleted actions or potential liabilities:**

### 8.1 *Memorandum of Variation – review of rent*

On 11 March 1997 the CCL approved a recommendation for rental review of Glenrock on the basis of values determined and notified the lessee accordingly (*folios dated 17 and 18 March on Pc 140*). On 22 April 1997 the lessee elected to accept the values set out in the notice and the new rent payable. A search of the lease confirms that no action has been taken to register a memorandum of variation against the lease reflecting the reviewed rent paid by the lessees since 1 January 1998. The lessees have been paying the correct rent.

*Copies of relevant folios are attached as Appendix 6.*

### 8.2 *Formal surrender of 3770ha of land retired/destocked in accordance with the Run plan*

Refer to comments in 3.4 under the Land Improvement Agreement. The Land Improvement Agreement (copy attached) and Memorandum of Variation were executed concurrently by the lessee's and the North Canterbury Catchment Board on 20 January 1987 (*folios 451, 462 & 494B – P 40*). The Memorandum of Variation had been lodged with the DLR for registration in February 1987 but rejected because the lease had expired and the renewal lease had not yet been registered (*folio 500 on P40*). The North Canterbury Catchment Board advised on 27 July 1987 (*folio 482 on P40*) it too had been unable to register the Land Improvement Agreement for the same reasons but intended to register



it against the freehold and the renewal lease on registration. The renewal lease was registered on 9 May 1990. The North Canterbury Catchment Board's successor (Canterbury Regional Council) advised on 29 October 1990 that some works were still to be finished but that the offsite grazing provided as a consequence of the retirement of land had been completed and that surrender could proceed in accordance with the Memorandum of Variation (*folios 36 and 37 on Pc 140*).

It is possible that by now all the works associated with the Run plan have been completed and that it has lapsed (no registration and no need to discharge) however this should be investigated further. Notwithstanding that the Memorandum of Variation has not been re-presented to LINZ for registration (following lease renewal) the formal surrender cannot be effected pending survey. It appears survey has been in abeyance since at least 1996. *Refer to file note of 9 September 1996 and letter from Terralink 10 October 1996 – (Pc 140)*

*Copies of relevant folios attached as Appendix 7.*

### **8.3 Power Scheme on Redcliffe Stream**

NZ Gazette 1955 p 1299 authorised the then lessee Duncan Ensor to use water for the purposes of generating electricity and to erect and use certain power lines pursuant to the Public Works Act 1928 on "Cascade Creek" Block 1, Hutt Survey District, until 31 March 1947 (*folio 250 on P40*).

The prospect of a Power Scheme was raised in 1983 when the then lessee's made application to the Catchment Board for a Water right to divert water through a proposed hydro plant on the Redcliffe Stream (*folio 378 on P40*). On 16 December 1983 the CCL's delegate approved the installation of a larger hydro electric plant [including building and 15kw turbine generation] 300 metres above the bridge over Redcliffe Stream, on the original Glenrock Run subject to the necessary water right and all other consents being obtained. There is no record of whether the scheme was completed, but it may have replaced the previous scheme that had authority to operate until 1976. (*folios 379, 381 & 388 on P 40*).

While the Land Status Report suggests one or other of the two schemes appears to be wholly sited on "Redcliffe", the second scheme consented to appears to have been sited at a different location to the first.

Therefore it may be appropriate to investigate the physical extent and location of the installations in relation to the marginal strip and to consider any potential public access or other implications.

*Copies of relevant folios attached as Appendix 8.*

### **8.4 Proposed Conservation Covenant – Wetland at Cookies Flat**

On 21 January 1986 LSB (HOC) Case No. 1985/152 approved subdivision of the Glenrock parent lease and the issue of two new leases (including this property and "Redcliffe") and authorised the CCL to enter negotiations to secure a conservation covenant to prevent development affecting two wetlands on "Cookies Flat". The lessees were advised of the Crown's interest on 2 May 1986 (*folios 440 and 444*).

CCL Case No 86/614 of 1 October 1986 approved the renewal of "Redcliffe" including the condition that post renewal negotiations be undertaken to protect 10ha (approx) of wetland flowing into Redcliffe Stream and the small meandering stream system flowing into the Swift River. However, the lease renewal notice to the lessees of 5 December 1986 for either "Glenrock" or "Redcliffe" lease was silent on this issue (*folios 460 and 467 on P40*).

As the Land Status Report records the possibility that part of the wetland identified for conservation covenant at "Cookies Flat" may encroach into "Glenrock" pastoral run. A plan of the renewal lease attached (*under folio 422 on P 40*) in fact is endorsed "part may encroach onto Glenrock pastoral lease upon subdivision" against the colour key indicating the location of the proposed wetlands to be covenanted. The matter of whether or not part of "Glenrock" is included in the proposed covenant area

should be investigated in conjunction with the Land Tenure Review.

*Copies of relevant folios attached as Appendix 9.*

### **8.5 Proposed 50 metre access strip to be retained**

CCL Case no. 86/613 of 1 October 1986 (*folio 461 on P40 – See Appendix 5*) a hand written note flags an additional requirement for a 50 metre strip of land to be retained along the Swift River for legal and stock access to the retired/surrendered portion of “Glenrock” pastoral run. The North Canterbury Catchment Board (Canterbury Regional Council) agreed to the access strip being provided for or accommodated on part of the area to be surrendered. The plan supporting the Memorandum of Variation for the 3770 ha to be surrendered from “Glenrock” [certified by Chief Surveyor 1 July 1986 as correct for the purposes of Section 83 Land Act 1948] clearly shows the 50 metre access strip along the Swift River but the boundary lines are approximate only and are subject to survey. The 50 metre access strip is *not* provided by SO 17637. Presumably this requirement will be provided for in the surrender/future disposition survey.

### **8.6 Nassella tussock**

This property has been subject to a history of Nassella tussock infestation (prevalence in early 1980’s) from the Rakaia riverbed and this remains a potential Crown liability (*special report and plan – folios 365 and 380 on P40*).

*Copy of relevant folios attached as Appendix 10.*

## **APPENDICES**

- 1. Search copy of lease document.**
- 2. Copy of unregistered Land Improvement Agreement.**
- 3. Copy of relevant folios from file– Recreation permit issues.**
- 4. Copy of Land Status Report (minus full enclosures).**
- 5. Copy of relevant folios from file – Legal and Unformed roads.**
- 6. Copy of relevant folios from file – Rent Review registration.**
- 7. Copy of relevant folios from file – Land Improvement Agreement issues.**
- 8. Copy of relevant folios from file – Power Schemes.**
- 9. Copy of relevant folios from file – Proposed Conservation Covenants – Wetland.**
- 10. Copy of relevant folios from file – Nassella Tussock**

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Folio 4

**Facsimile**



To: Barry Dench  
Team Leader for Tenure Review

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Company: QV valuations  
CHRISTCHURCH

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Fax No: 03 366 7086

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From: David Gullen  
Commissioner of Crown Lands

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Date: 13 November 2000

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Page 1 of: 2

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Our Ref: CPR 01/01/20/68

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Your Ref: Pc 140 (QVV 19)

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National Office  
Lambton House  
160 Lambton Quay  
PO Box 5501  
Wellington  
New Zealand  
Tel 64-4-460 0110  
Fax 64-4-472 2244  
Internet  
<http://www.lin.govt.nz>

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**Subject: CPL Pre Tenure Review Assessment  
Standard 6: Glenrock**

Dear Barry

I approved the recommendations in your report no QVV 19 on 11 November 2000 subject to the following qualifications.

**Recommendation 2 (a)**

Your recommendation goes further than reporting the issue. It recommends the manner in which the actions are to be completed and is to be disregarded in any future reference to the report.

**Recommendation 2 (b)**

Your recommendation goes further than reporting the issue. It recommends the manner in which the actions are to be completed and is to be disregarded in any future reference to the report.

**Recommendation 3 (a)**

I have deleted the words "and this should be investigated" from this recommendation in approving this recommendation.

**Recommendation 4 (b)**

I have deleted the words "and that an investigation in conjunction with Environment Canterbury be undertaken to consider the appropriateness or otherwise of registration now".

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68

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**Recommendation 4 (c)**

I have declined to approve this recommendation. It is not a function of the status check or the due diligence report to deal with this matter.

The matter of survey is specifically dealt with in section 62 of the Crown Pastoral Land Act 1998 and is an activity addressed in section 6 of CPL Standard 10.

**Recommendation 4 (d)**

I have declined this recommendation which contains matters of legal interpretation and process which were not administered correctly by the former Department of Lands and Survey.

**Recommendation 4 (e)**

I have no function in respect of road legislation activities.

Log: 4490

Bob:

  
David Gullen

→ cc Murray MacKenzie  
Contract Administrator  
Crown Property Management  
LINZ  
CHRISTCHURCH

**APPENDIX 1**

S.—B. 4

Former Ref. Vol. 574 fol. 70

NEW ZEALAND

Entered in the Register-book, the

L. & S. Ref. No. P140

1990, at 11.46 o'clock.

14th day of MAY

REGISTER



No. 33A/1190

Pastoral Lease under the Land Act 1948

This Deed, made the 14th day of December 19 89 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and CHARLES ROBERT ENSOR and JUDITH ENSOR, both of Methven, Farmers, as Tenants in Common in Equal Shares.

(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 7012.4856 hectares more or less, situated in the Land District of Canterbury, and being SECTIONS 1 and 4, SO 17637, Sections 6, 7 and 8, SO 17638, Sections 9,10,11 and 12, SO 17639, Sections 2, 3, 13, 14, 15, 16 and 17, SO 17640 and Section 5, SO 17641 situated in Somers and Glenrock Survey Districts as the same is more particularly delineated with bold black lines on the plan hereon; together with the rights,

No. 33A/1190

cases and appurtenances thereto, premises intended to be hereby  
with the Lessee for the term of 33 years, commencing on the 1st day of January 1987, to  
with the period between the date of this lease and the aforesaid 1st day of January 1987, 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 \$1,775.00 (excl of GST) 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 deter-  
mined 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 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

\* Land Corporation Limited  
AND the Lessee doth hereby covenant with the Lessor as follows:

1. That without derogating from or restricting the covenants contained and implied in this lease and on the  
part of the Lessee to be performed or complied with the Lessee will not at any time during the said term de-  
pasture on the land hereby demised more than 2,600 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.

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

Wild Animal Control Act 1977  
THAT pursuant to the provisions of the Noxious Animals Act 1956 officers and employees of the New Zealand  
Forest Service and other authorised persons shall at all times have a right of ingress, egress, and regress over the  
land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested  
with deer, wild goats, wild pigs, opossums, or other animals which the said Service is charged with the duty of ex-  
terminating or controlling, or for the purpose of destroying any such animals: Provided that such officers,  
employees, and other authorised persons in the performance of the said duties shall at all times avoid undue  
disturbance of the Lessee's stock.

\* Department of Conservation, # Department  
AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pastoral  
land under Section 66 of the Land Act 1948, and the provisions of the said Act and of the regulations made there-  
under applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if  
such provisions had been fully set out herein.

SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN

NIL

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

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

Witness: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Address: \_\_\_\_\_

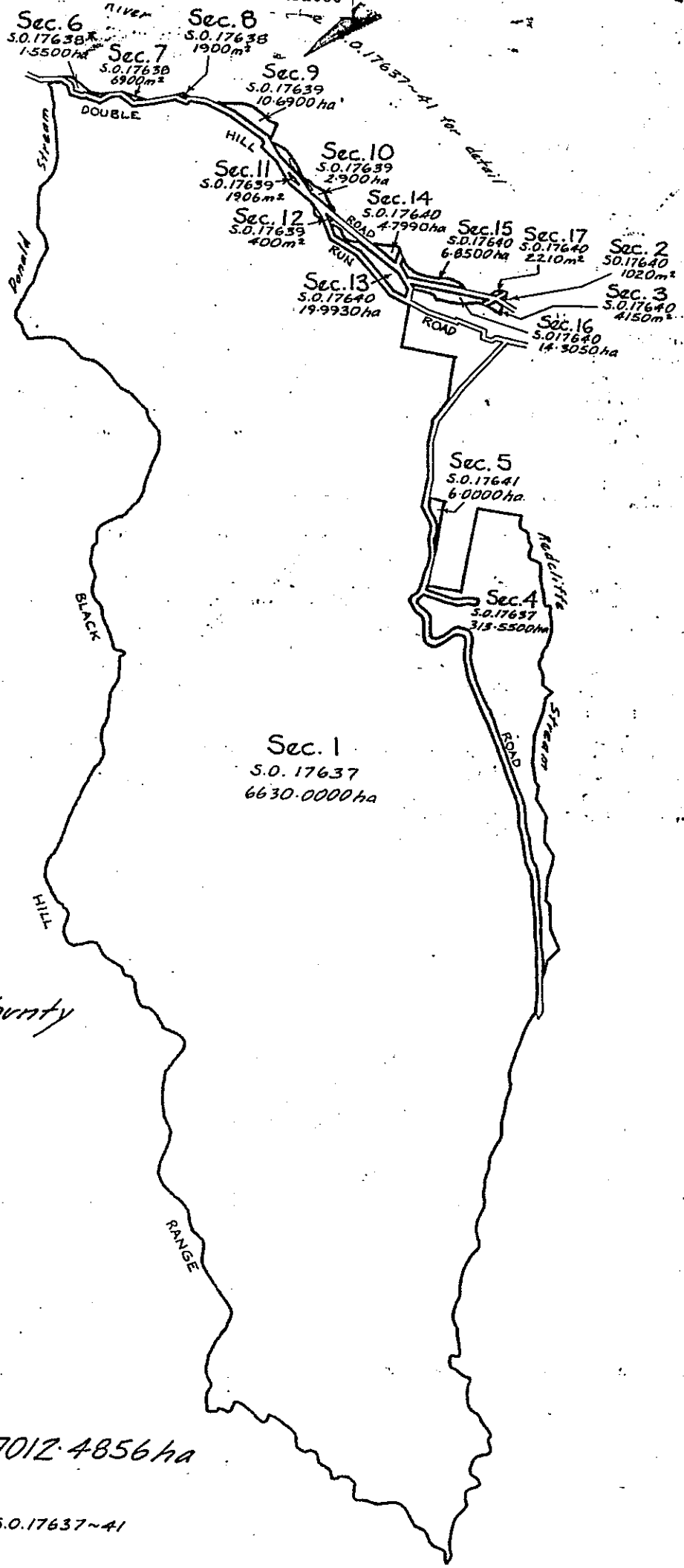
Commissioner of Crown Lands.

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

Witness: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Address: \_\_\_\_\_

Lessee.

62274J-B6PTK



Ashburton County

Total Area ~7012.4856 ha

For dimensions see S.O. 17637~41



RELEASED UNDER THE OFFICIAL INFORMATION ACT

IN WITNESS WHEREOF the parties have hereunto subscribed their name this

14th day of December 1989.

SIGNED for and on behalf of )  
HER MAJESTY THE QUEEN pursuant )  
to a Deed lodged with the District )  
Land Registrar as No. 686366/1 by )  
LAND CORPORATION LIMITED by its )  
Attorney DIANE FITZHARDING-JONES )  
in the presence of: )

LAND CORPORATION LIMITED by its  
Attorney

*Diane Fitzharding-Jones*  
\_\_\_\_\_  
Attorney

Witness: *J. Bamford*  
\_\_\_\_\_

Occupation: *Consultant*  
\_\_\_\_\_

Address: *Landcorp, Christchurch*  
\_\_\_\_\_

SIGNED by the said CHARLES ROBERT )  
ENSOR and JUDITH ENSOR as Lessee )  
in the presence of; )

*C.R. Ensor*  
\_\_\_\_\_  
Lessee

Witness: *K.R. Ayers*  
\_\_\_\_\_

Occupation: *Solicitor,*  
\_\_\_\_\_

Address: *Christchurch,*  
\_\_\_\_\_

*Judith Ensor*  
\_\_\_\_\_  
Lessee

Mortgage 875102/5 to Rural Banking and  
Finance Corporation - 9.5.1990 at 11.46am

*J. Ardwell*  
for A.L.R.

Mortgage 875102/13 to Charles Robert Ensor,  
William Hugh Duncan Ensor and Clyde Leslie  
Sugden - 9.5.1990 at 11.46am

*J. Ardwell*  
for A.L.R.

A470062.1 Mortgage to Rabobank New  
Zealand Limited

A470062.2 Transfer of Mortgage  
875102/13 to Charles Robert Ensor  
and William Hugh Duncan Ensor

A470062.3 Memorandum of Priority  
making Mortgages A470062.1 and  
875102/13 second and third  
mortgages respectively

all 15.8.2000 at 12.05

*D. Bone*  
for RGL

SEARCH COPY - 12 OCTOBER 2000

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, DIANE FITZHARDING-JONES of Christchurch, Property Officer

HEREBY CERTIFY -

1. THAT by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

- AUCKLAND (North Auckland Registry) and there numbered B678573
- BLENHEIM (Marlborough Registry) and there numbered 136439
- CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2
- DUNEDIN (Otago Registry) and there numbered 681189/1
- GISBORNE (Poverty Bay Registry) and there numbered 167089.2
- HAMILTON (South Auckland Registry) and there numbered H734777
- HOKITIKA (Westland Registry) and there numbered 076748
- INVERCARGILL (Southland Registry) and there numbered 141782
- NAPIER (Hawkes Bay Registry) and there numbered 478751.2
- NELSON (Nelson Registry) and there numbered 269962.1
- NEW PLYMOUTH (Taranaki Registry) and there numbered 341775
- WELLINGTON (Wellington Registry) and there numbered 860782.2

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.

- 2. THAT at the date hereof I was Property Officer of the said Corporation.
- 3. 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 Christchurch  
this 14<sup>th</sup> day of DECEMBER  
1989

)  
)  
)

  
\_\_\_\_\_

**APPENDIX 2**

NOTE FOR FILE

① log to write  
action  
② fill

DATE: 8 March, 2000  
REF: Pc 140  
SUBJECT: GLENROCK

---

Mike Sargent rang to speak to Roger. He and Charlie Ensor's son want to erect a small hut on a plateau of the Black Hills Range on Glenrock Station. They have apparently obtained resource consent but now want to know whether consent is required under the CPLA.

Mike explained that the hut was to be 6m x 3m and was to be attached to the ground using 'gabian basket foundations'. He said that there would be minimal soil disturbance as no piles etc were to be used, and that the hut could be considered to be 'temporary' although they hoped that it would be in place for some years.

The purpose of the hut is for mustering and also to encourage trampers to use it rather than camp.

I explained that consent from the CCL was required for any activity that involved disturbance of the soil and suggested that he give us details of what he is planning so that we can advise whether a consent is required.

I told Mike that if consent is required, we will have to <sup>consult</sup> consent with DoC and that this will take weeks rather than days. He said that they were keen to proceed before the first snow arrives otherwise they will have to wait until next year.

He will send in details of the hut and a copy of the resource consent.



CAROLINE MASON  
102 nff - CHPt 084

**NOTE FOR FILE**

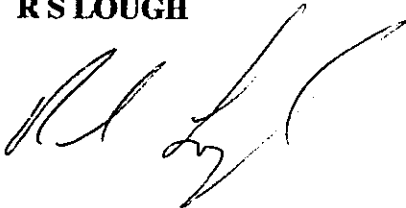
**REF:** Pc140  
**DATE:** 9 March, 2000  
**SUBJECT:** Inquiry re building a hut on Glenrock

---

I returned a call from Mike Sargent who, together with Duncan Ensor (Charlie's son), wishes to build a hut on Glenrock pastoral lease for musterers and possibly trampers in the long term. I said that a recreation permit would be necessary to charge for recreational use. Mike said that in the long term they may wish to develop something for trampers that would require a recreation permit. I said that I would send him application forms for both soil disturbance and recreation permits. I suggested that, if the hut was not going to be used for commercial recreation yet, it would be better if the lessee were to sign the application.

Mike phone number and address are 025 316 741, Unit 3, 28 Beveridge Street, Christchurch.

**R S LOUGH**

A handwritten signature in black ink, appearing to be 'R S LOUGH', written in a cursive style.

**APPENDIX 3**

No. 678434

THIS FORM MUST NOT BE REMOVED FROM THIS DOCUMENT AND MUST BE PRODUCED ON REPRESENTATION.

HE FEES PAID ON THE DOCUMENTS LISTED ON THIS SCHEDULE WILL BE FORFEITED UNLESS DOCUMENTS REPRESENTED IN REGISTRABLE FORM WITHIN TWO MONTHS OF 3/5/1987

**CERTIFICATE OF CORRECTNESS**

(1) Have the certificate of correctness completed by the solicitor for the

(17) Have the following completed or deleted - see 40.

**CLAUSES, BLANKS**

(18) Recycle the original and duplicate as to

(19) Have the consent of the

**OMITTED DOCUMENTS**

(34)

(20) Specify how that the condition(s) of the Court's consent has/have been complied with.

**DATES**

(21) Have dated

(22) Have created the compulsory easements, specified in the memorandum on D.P.

**EASEMENTS**

(22) Have created the compulsory easements, specified in the memorandum on D.P.

(23) Make subject to

**ESTATE**

(24) Have the nature of the estates shown.

(25) Have the document executed by

**EXECUTION**

(25) Have the document executed by

(26) Have Clauses and the applicable fee in writing for attesting and pay the prescribed attesting fee.

**FEES**

(26) Have Clauses and the applicable fee in writing for attesting and pay the prescribed attesting fee.

(27) Pay a non-approval/diagram checking fee of \$

**LAND SETTLEMENT PROMOTION ACT 1982**

(30) Have Part 8 of the Act completed with

(31) Have the document executed by the Registrar of the Land Court.

**MAORILAND**

(31) Have the document executed by the Registrar of the Maori Land Court.

(32) Have the power of attorney or a copy thereof deposited in this Land Registry.

**ATTORNEY**

(12) Have the power of attorney or a copy thereof deposited in this Land Registry.

(13) Provide a certificate of non-recognition dated with the date or a date later than that of the document executed under the power of attorney.

**POWER OF ATTORNEY**

(14) Supply a certificate of the non-recognition of the power of attorney given by

(15) Have the copy of the power of attorney, attached to or printed on paper of not less than 100 grammes per square metre.

**OPERATIVE CLAUSE**

(35) Have the quantity/shares shown in the operative clause

(36) Have the incidents described as to the specific expression in capital letters in the operative clause if intended to hold firm.

**PAPER**

(37) Present an A4 size paper of not less than 100 grammes per square metre.

(38) Have produced

**PRODUCTION**

(38) Have produced

(39) Produce for signature probable in the issue of

**PREVENTION OF REGISTRATION**

(40) Produce for retention an original mortgage/lease certificate

(41) Produce for retention an original certificate of incorporation showing the change of name and a copy of the original for signature only.

**STAMP DUTY**

(43) Have the document stamped

(44) Have the document or document in permanent typewritten

**TYPESCRIPT**

(44) Have the document or document in permanent typewritten

(45) Have witnessed the execution by

**SECTION OF ERRORS**

- (1) Land Transfer Regulations 1985, case:
(2) The Registrar may refuse to register any instrument containing an error and voiding the instrument.
(3) Where any such correction, substitution, or deletion is made, it shall affect the interests of the persons mentioned in the instrument, it shall be deemed to have been made by the persons mentioned in the instrument and by the persons mentioned in the instrument. Where it is necessary to correct the instrument it shall be deemed to have been made by the persons mentioned in the instrument, as the instrument may be corrected.

CAUTION: While out correcting fluid must not be used in Land Transfer documents.

**REASONS FOR REJECTION**

**ABSTRACT**

(1) Present a fresh abstract showing the documents in registrable sequence.

(2) Present the following documents associated with the dealing:

(3) Rectify as stated in 40.

**ALTERATIONS**

(4) Have deleted the words

(5) Have the attornies/attachments established in accordance with Reg 12

(6) Have the deletions made in ink and initialed in accordance with Reg. 12

**AREA**

(7) Have the area shown correctly.

**ATTESTATION**

(8) Have shown in the attestation clause that the attestation is by an attorney (full name to be entered).

(9) Have shown in full in the attestation clause the

(10) Have the witness add his/her occupation and address legibly.

(11) Have the attestation proved in accordance with Sections 185-187 of the Land Transfer Act 1952.

**ATTORNEY**

(12) Have the power of attorney or a copy thereof deposited in this Land Registry.

(13) Provide a certificate of non-recognition dated with the date or a date later than that of the document executed under the power of attorney.

(14) Supply a certificate of the non-recognition of the power of attorney given by

(15) Have the copy of the power of attorney, attached to or printed on paper of not less than 100 grammes per square metre.

20th January 1987

DATED

MAIL - ADDRESSES & OCCUPATIONS

(32) The name of the applicant in the

(33) Have shown the address and occupation of

(35) Have the quantity/shares shown in the operative clause

not indented herewith

**OPERATIVE CLAUSE**

(35) Have the quantity/shares shown in the operative clause

(36) Have the incidents described as to the specific expression in capital letters in the operative clause if intended to hold firm.

(37) Present an A4 size paper of not less than 100 grammes per square metre.

**PRODUCTION**

**PREVENTION OF REGISTRATION**

(40) Produce for retention an original mortgage/lease certificate

(41) Produce for retention an original certificate of incorporation showing the change of name and a copy of the original for signature only.

(43) Have the document stamped

**TYPESCRIPT**

**WITNESSING**

(44) Have the document or document in permanent typewritten

(45) Have witnessed the execution by

M. V. HIGGINS

RELEASED UNDER THE OFFICIAL INFORMATION ACT

DATED 20th January 1987

BETWEEN THE NORTH CANTERBURY CATCHMENT BOARD

A N D GLENROCK LAND CO. LIMITED

LAND IMPROVEMENT AGREEMENT

CHAMPION TAYLOR & CO SOLICITORS CHRISTCHURCH

THIS SPACE FOR OFFICIAL USE ONLY

1986 30 APR 07 C 078434

PARTICULARS ENTERED IN REGISTER LAND REGISTRY CANTERBURY

REJECTED

DOCUMENTS AND CERTIFICATES OF TITLE ATTACHED/OR REQUIRED TO ENABLE RE-REGISTRATION

PRODUCTION No:

PRIOR DEALING INFORMATION:

LOT AND OFFICE NO. OR OTHER LEGAL DESCRIPTION FROM WHICH REGISTERED IN THIS AGREEMENT

APPLICANT TRANSFEREE MORTGAGEE ETC FULL NAME

REGISTERED PROPERTY TRANSFEROR MORTGAGOR ETC

TYPE OF INSTRUMENT

E.I.C. N.S.C.3

Glenrock Land Co Ltd Lot 1 DP 27551

45.1541 ha

1980 1866.7058 ha

35468 pt r.s. 32432-32450

35021-35304, 35112

32432, 32433, 32434, 32435, 32436, 32844, 35181

35559 r.s. 35181

Glenrock I.C. 1980

1 & 11 Hunt Sts

R.S. 29015, 29466, 32467, 33171, 33202, 33727, 33402-33404, 33405

116 VI Glenrock I.C. 1980

11 Hunt Sts

17432, 1918 ha

249.7662 ha

LOT AREA	CONSIDERATION	MORTGAGE RATE	APPLICANT TRANSFEREE MORTGAGEE ETC FULL NAME	REGISTERED PROPERTY TRANSFEROR MORTGAGOR ETC	TYPE OF INSTRUMENT
45.1541 ha			Glenrock Land Co Ltd		E.I.C.
1980 1866.7058 ha					N.S.C.3

APPLICANT TRANSFEREE MORTGAGEE ETC FULL NAME

REGISTERED PROPERTY TRANSFEROR MORTGAGOR ETC

TYPE OF INSTRUMENT

E.I.C.

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116 VI Glenrock I.C. 1980

11 Hunt Sts

17432, 1918 ha

249.7662 ha



LAND IMPROVEMENT AGREEMENT

APPLICATION FOR REGISTRATION

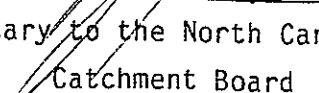
TO: The District Land Registrar  
CANTERBURY REGISTRY.

I, BRIAN JAMES MAIRS, Secretary to the NORTH CANTERBURY CATCHMENT BOARD,  
HEREBY CERTIFY that the within is a true duplicate of a Land Improvement  
Agreement affecting an estate in fee simple / of leasehold in the land  
described in the Schedule on the reverse hereof SUBJECT to the encumbrances  
therein set out of which

GLENROCK LAND COMPANY LIMITED, a duly incorporated company having its  
registered office at Christchurch

is registered as proprietor AND I HEREBY APPLY to have said Agreement  
registered against the said land pursuant to Section 30A of the Soil  
Conservation and Rivers Control Act 1941. I FURTHER CERTIFY that the  
Agreement is one that may be registered against the land under Section 30A of  
the Soil Conservation and Rivers Control Act 1941.

DATED at Christchurch this 20<sup>th</sup> day of January 19 87.

  
Secretary to the North Canterbury  
Catchment Board

RELEASED UNDER THE OFFICIAL INFORMATION ACT

SCHEDULE

AREA (hectares)	LOT AND DEPOSITED PLAN (or other sufficient description where land not described in terms of complete lots on a deposited plan)	ENCUMBRANCES	TITLE REFERENCE (and lease or licence number where applicable)	
			REGISTER	FOLIO
<u>Freehold</u>				
46.1341	Lot 1 D.P. 27855	None	9K	384
1666.7052	R.S.'s 32431, 32434, 33000, 33021-33024, 33112 & 35463, part R.S.'s 32428-32430, 32432, 32433, 32435, 32436, 32844, 33183 & 33639, Blocks X & XI Glenrock IV Somers I & II, Hutt S.D.'s	Mortgages 624977, 869110, 224657/2 & 309243/1	632	4
289.7662	R.S.'s 29813, 32466, 32467, 33171, 33358, 33727, 35402-35404, part R.S. 33515, Block VI Glenrock S.D.	Mortgages as above, Special Order 158495/1	632	5
<u>Leasehold</u>				
17428.1918	Run 266 (Glenrock), Glenrock, Somers & Hutt S.D.'s	Mortgages 869110, 190769/2, 224657/2 & 309243/1 Fencing Agreement 157637/1 Land Improvement Agreement 306609/1	574 (lease	70 P.40)

NORTH CANTERBURY CATCHMENT BOARD

LAND IMPROVEMENT DEED  
(under Section 30(3) of the Soil Conservation  
and Rivers Control Act 1941)

THIS DEED made the 20<sup>th</sup> day of January 1988 BETWEEN the  
NORTH CANTERBURY CATCHMENT BOARD duly constituted under the Soil Conservation  
and Rivers Control Act 1941 (hereinafter called "the Board") of the one part  
and GLENROCK LAND COMPANY LIMITED, a duly incorporated company having its  
registered office at Christchurch (hereinafter called "the Landholder") of the  
other part

20JAB7 86741 CPT \$11.00  
NEW ZEALAND STAMP DUTY CHU

WHEREAS:

1. THE Landholder is the registered proprietor of the land (hereinafter  
called "the said land"), described in paragraph 3.2.2 of the Soil and Water  
Conservation Plan attached hereto (hereinafter called "the Soil and Water  
Conservation Plan").

2. IT is considered necessary in the interests of soil and water  
conservation to destock that part of the said land edged and cross-hatched in  
pink on the plan attached hereto (hereinafter called "the retired land").

NOW THIS DEED WITNESSETH THAT:

1. IN consideration of the agreements hereinafter contained on the part of  
the Board the Landholder agrees that during the period of ninety-nine (99)  
years from the completion of the proposed works referred to in the Soil and  
Water Conservation Plan or 1 December 1988 whichever is the sooner it will -

- (a) refrain from grazing stock on the retired land;
- (b) refrain from carrying out any other uses of the retired land that may be  
detrimental to the interests of soil and water conservation such  
interests to be assessed by the Board on the basis of accepted and  
prudent soil and water conservation practice in the district.

2. FURTHER in consideration of the agreements hereinafter contained on the  
part of the Board the Landholder agrees that from the date of execution of  
this agreement and until the expiry of the period of ninety-nine (99) years

referred to in Clause 1 it will operate manage and control and carry out such management practices methods programmes and systems of work on the said land as shall be necessary for the purpose of achieving the objectives of the Soil and Water Conservation Plan.

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

- (a) The Landholder will during the period of five (5) years from the date of execution of this agreement carry out the proposed works referred to in the Soil and Water Conservation Plan in accordance with the Soil and Water Conservation Plan and the programme there set forth and will during such period so manage the land as to enable the proposed works referred to in the Soil and Water Conservation Plan to be carried out in such a period PROVIDED THAT if at the expiry of the said five year period the Landholder shall not have made progress to the satisfaction of the Board in carrying out the retirement fencing works referred to in paragraph 5.3 of the Soil and Water Conservation Plan and shown on the Programme of Work Map as retirement fences R.F. 1 and R.F. 2 (such works hereinafter being called "the retirement fences") the Board may by its officers servants agents and workmen enter upon the Landholder's land and do all such things as may be necessary to carry out or complete the retirement fences in accordance with the Soil and Water Conservation Plan and the costs and expenses of such works so carried out by the Board shall be recoverable by the Board from the Landholder PROVIDED FURTHER THAT if the Landholder shall pay to the Board in full the amount so recoverable the Board shall pay to the Landholder the grant attracted to the retirement fences.
- (b) The Soil and Water Conservation Plan and these conditions may be modified only by agreement in writing between the Board and the Landholder.
- (c) As and when any part of the work qualifying for a grant is completed the Landholder may notify the Board and the Landholder shall in any case upon completion of the programme of work for any one year as set out in the

Soil and Water Conservation Plan notify the Board of such completion and the Board may inspect the same to satisfy itself that the work has been done as required by the Soil and Water Conservation Plan. The Landholder will in any case supply the Board with such further information relating to such work and provide such vouchers or receipts as the Board may require. If the work shall have been done in accordance with the Soil and Water Conservation Plan and the expenditures there referred to have been made by the Landholder the Board will pay the grant therefor to the Landholder.

- (d) The Landholder will from the commencement by it of the proposed works referred to in the Soil and Water Conservation Plan and for a period of thirty (30) years from the completion of all such works referred to in the Soil and Water Conservation Plan keep and maintain all such works at its own cost and expense to the satisfaction of the Board PROVIDED THAT the retirement fence shall not be subject to the provisions of this condition but rather shall be subject to the provisions of Clause 4 hereof.
- (e) Where any of the proposed works referred to in the Soil and Water Conservation Plan consist of treeplanting the Landholder agrees that it will not during the period of thirty (30) years referred to in paragraph (d) of these conditions cut down or top such trees without the written consent of the Board provided that the trimming of lateral branches may be carried out without consent.
- (f) Where any of the proposed works referred to in the Soil and Water Conservation Plan consist of tree planting for wind erosion control the Landholder will carry out the following practices on the land protected by such tree planting works:
  - (i) The line of cultivation shall be across the direction of the principal eroding wind;
  - (ii) Surface cultivation shall be practised to a suitable depth using such types of implement as chisel ploughs, discs and cultivators;
  - (iii) The soil shall not be worked to too fine a condition of tilth but a sufficient roughness of surface shall be retained to reduce the hazard of wind erosion;
  - (iv) After a crop or pasture is sown the soil shall be left with an uneven surface by the use of light harrows as the final operation;
  - (v) Crop residue shall be returned to the soil and not burned;
  - (vi) The soil shall be bared of vegetation for a minimum time between crops or the renewal of pastures;
  - (vii) The rotation of crops and pastures shall be designed to maintain

- (g) The Landholder will from the date of execution of this agreement and until the expiry of the period of ninety-nine (99) years referred to in Clause 1 hereof -
- (i) when required by the Board supply to the Board all information and data necessary to enable the Board to compile grazing production and other records as a means of evaluation of the effect of the Soil and Water Conservation Plan;
  - (ii) advise the Board in writing if it intends to sell transfer lease or otherwise alienate its interest in the said land or change the use thereof;
  - (iii) permit the agents and servants of the Board on official duties to enter and inspect the said land at all reasonable times.
- (h) If at any time during the term of this agreement the Landholder fails to carry out faithfully the provisions of the Soil and Water Conservation Plan or breach any of the covenants herein expressed or implied and on the part of the Landholder to be observed performed or fulfilled and such failure shall continue for a period of fourteen (14) days after written notice has been posted by the Board to the Landholder requiring it to remedy any such failure or breach then the Landholder will upon demand by the Board restore to the Board in full (but without interest) all grants made by the Board for the purposes of the works referred to in the Soil and Water Conservation Plan.

IT IS HEREBY AGREED AND DECLARED THAT:

4. FROM the date of commencement of the construction of the retirement fence until the expiry of the period of ninety-nine (99) years referred to in Clause 1 hereof or 1 December 1988 whichever is the later the Landholder will at its own cost and expense and to the satisfaction of the Board keep and maintain the retirement fences in good order and condition.

5. THE expression "maintain" in respect of the retirement fences shall mean carry out normal maintenance as is customary in the district and shall not include the repair of damage caused by any naturally occurring catastrophic event or disaster and in the event of any dispute arising as to whether or not

any damage to the retirement fence has been caused by a naturally occurring catastrophic event or disaster any decision as to the causation of such damage shall be referred to a committee of two persons comprising:

- (i) a representative of the Landholder;
- (ii) a representative of the Board.

6. ANY disputes and questions whatsoever which may during the term hereof arise between the parties shall be referred to the National Water and Soil Conservation Authority the opinion of which body shall be accepted by the parties particularly as to any definition implementation or interpretation of soil and water conservation practice and management.

7. NOTWITHSTANDING the provisions of Clause 4 hereof on application made by the Landholder to the Board prior to the carrying out of maintenance works on the retirement fence the Board may approve a grant at the rate of 60% on the cost of such maintenance works and in the event of the Board approving such a grant the provisions of paragraph (c) of the conditions referred to in Clause 3 hereof shall apply to such maintenance works as if such works were detailed in the Soil and Water Conservation Plan PROVIDED THAT the Board shall be entitled to deduct from the grant payable to the Landholder a portion of the service charge referred to in Clause 8 hereof or such other charge as the Board may from time to time adopt in substitution therefor.

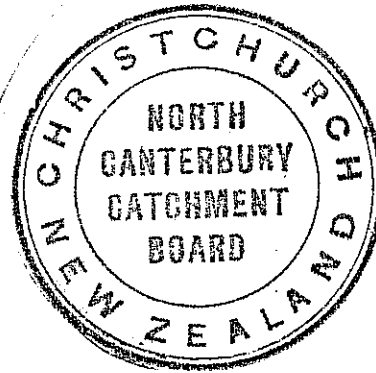
8. THE Landholder shall be properly chargeable by the Board with a service charge of 25% on job costs as approved by the Board for grant purposes. The service charge attracts the same rate of grant as the job costs approved. The Landholder shall bear the difference between the service charge and the grant calculated thereon and the difference will be deducted from the grant otherwise payable to the Landholder.

9. THIS Deed may be presented for registration in the Canterbury Land Registry against the Land Transfer documents relating to the said land.

10. THE parties hereto shall each be responsible for their own costs as to the preparation of this Deed and the Board shall be responsible for all registration costs and any stamp duty which may be assessed on this Deed.

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

THE COMMON SEAL of the NORTH CANTERBURY CATCHMENT BOARD was hereto affixed pursuant to a resolution of the said Board in the presence of:

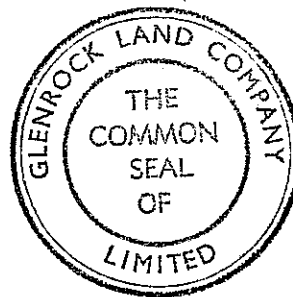


[Signature] Member

[Signature] Member

[Signature] Secretary

THE COMMON SEAL of GLENROCK LAND COMPANY LIMITED was hereto affixed in the presence of:



[Signature] Director

[Signature] Director/Secretary



NORTH CANTERBURY CATCHMENT BOARD  
AND REGIONAL WATER BOARD

SOIL AND WATER CONSERVATION PLAN NO. 703800

Glenrock Station,  
C.R. Ensor,  
METHVEN.

<u>CONTENTS</u>	<u>PAGE NO.</u>
1. <u>INTRODUCTION</u>	1
2. <u>HISTORY OF GLENROCK</u>	1
3. <u>PHYSICAL DESCRIPTION</u>	
3.1 Location and Access	1
3.2 Area, Tenure, Legal Description, Air Photos	1
3.3 Geology, Climate, Topography, Soils, Vegetation and Noxious Plants	2
3.4 Erosion	5
3.5 Land Use Capability Classification	5
3.6 Water Resources	8
3.7 Stock Numbers/Performance/Carrying Capacity	8
4. <u>STOCK MANAGEMENT</u>	9
5. <u>THE SOIL AND WATER CONSERVATION PLAN</u>	
5.1 Aims and Objectives	9
5.2 The Problems	10
5.3 Proposals	11
5.4 Resource Impact	14
5.5 Future Management	14
5.6 Economic Assessment	14
6. <u>SPECIFICATIONS AND UNIT COSTS</u>	15
7. <u>DETAILS OF COST</u>	16
APPENDIX I - DETAILED COSTS	
APPENDIX II - ECONOMIC ASSESSMENT	
APPENDIX III - MAPS	
APPENDIX IV - BLOCK SIZES	

Conservation Planning:  
Recommended:  
Approved:

F.J. McGuigan  
J.H. Stone, Regional Soil Conservator  
B.P. Dwyer, Manager - Operations

OCTOBER 1985

1. INTRODUCTION:

Glenrock is now a medium-sized run (8160 hectares), of which 15% is either cultivatable or suitable for oversowing and topdressing. A major conservation problem exists on the land at mid to high altitude. Much of the lower country has been improved through oversowing and topdressing and most of the arable land has been cultivated.

This report records the physical description of the property's resources, an evaluation of the long-term capability of the land resource and a programme of work aimed at its achievement.

The plan is estimated to cost \$121,131 with a grant of \$78,249 over a five year period.

The assistance of Mr T. Hood, Department of Lands and Survey, is greatly appreciated in the preparation of this plan.

2. HISTORY OF GLENROCK:

For a period prior to 1938 the property was part of the original large Double Hill run. In about 1940 Double Hill was split into three units - "Glenrock", "Glenarriffe" and a smaller "Double Hill". "Glenrock", then 9096 hectares, was taken over by Mr Duncan Ensor.

An upsurge in rabbit numbers between 1943 and 1948 in this area saw wool production fall from 160 bales to 97 bales.

In 1953 Mr Ensor bought "Steephill" (part of the old Blackford run) thereby increasing his holding to 19,388 hectares as "Glenrock" was at that time not considered an economic unit. Recently some 1150 hectares have been removed from the Crown Pastoral Lease for inclusion into the Mt Alford run. Mr Duncan Ensor's sons now farm the property and have recently divided "Glenrock" into two separate units to farm on their own accounts. Soil and water conservation plans are being prepared for each of these units.

3. PHYSICAL DESCRIPTION:

3.1 Location and Access:

The Glenrock Station homestead is situated 45 kilometres from Methven on the south bank of the Rakaia River. The property traverses two catchment districts - 43% lies in the headwaters of the North Ashburton River and 57% along the South Bank of the Rakaia River.

The property is bounded by the Rakaia River in the north, Glenarriffe in the west, Winterslow in the south and Redcliffs, the other unit, to the east.

A four-wheel drive access track extends down the Swift River. Established tracking provides good access to other parts of the property.

3.2 Area, Tenure, Legal Description and Air Photos:

3.2.1 Area and Tenure -

	Approx.	
	<u>Glenrock Station</u>	<u>Redcliffs Station</u>
16,228.1918 hectares Crown Pastoral Lease	6,782	9,446
2,002.8143 hectares Freehold	1,378	625
<hr/>	<hr/>	<hr/>
18,231.0050 hectares =====	8,160 =====	10,071 =====

3.2.2 Legal Description -

19,430.7973  
~~19,431.0050~~ hectares situated in Blocks VI, IX, X and XI Glenrock Survey District, Blocks III, IV, VII, VIII, XI, XII and XVI Somers Survey District, Blocks I, II, III, IV, V and VIII Hutt Survey District being Run 266 and Rural Sections 29813, 32431, 32434, 32466, 32467, 33000, 33021, 33022, 33023, 33024, 33112, 33171, 33358, 33727, 35402, 35403, 35404, 35463 and Pt. Rural Sections 32428, 32429, 32430, 32432, \*32437, 32435, 32436, 32844, 33183, 33515 and 33639, Lot 1, D.P. 27855.

\* 32433

Certificates of Title <sup>632/4</sup>~~623/4~~, 574/70 632/5, 9K/384.

Owner: Glenrock Land Company Limited

3.2.3 Air Photos -

Present - Rakaia Gorge

<u>Series</u>	<u>Survey No.</u>	<u>Photo No.</u>	<u>Date</u>
S.N.	5688	A4	8.2.80
S.N.	5688	B4, 5	
S.N.	5688	C4	

Previous - Taramakau-Haast-Methven Survey No. 1580

<u>Flight No.</u>	<u>Photo No.</u>	<u>Date</u>
3730	3	8.10.65
3731	3 and 4	
3732	4, 5 and 6	

3.3 Geology, Climate, Topography, Soils and Vegetation:

3.3.1 Geology -

The geological formation is similar throughout the property consisting of undifferentiated greywacke. A loess covering is present on the easy and moderately steep slopes with the thickness depending on elevation and exposure. Alluvial gravels are present along the Rakaia River with fans rising into the valleys.

3.3.2 Climate -

The average annual rainfall at the homestead is 750 mm. Rainfall is reasonably well distributed except for a drier period during the summer when north-west rains are unreliable. Snowfalls are frequent from May to August. On the higher mountain slopes and basins snow lies down to 900 metres for about four months. On the flats and low hills occasional snowfalls occur which clear quickly. Frequent frosts occur over the same period.

West to north-west winds prevail. These funnel down the Rakaia Valley, particularly in the spring and autumn.

3.3.3 Topography -

The property is predominantly steep, mountainous and hill land with easier slopes and fans. From an altitude of 450 metres at the homestead, the property rises steeply to a maximum altitude of 2050 metres (Black Hills) on the front faces which drain into the Rakaia.

40% of the area is above 1200 metres.

3.3.4 Soils -

Soils on the front country on easy, rolling slopes are generally deep sandy loams and well drained, whilst those on the steeper country below 900 metres are of reasonable depth, stony but suitable for development. Above 900 metres, the soils are unsuited to development and are of a weak structure.

Twelve soils were recorded when the property was surveyed falling into five major soil groups:

(1) Recent Soils -

99 Tasman (Tm) - the Tasman soils on the river flats are mostly light and stony. The soil has developed from greywacke alluvium under fescue tussock grassland with matagouri scrub. These soils are subject to streambank erosion and deposition of coarse detritus in places.

(2) Gley Recent Soils -

90d Dobson (Db) - a soil of flat low-lying land. The soil has developed from greywacke alluvium under a swamp vegetation of rushes and sedges. It is poorly or imperfectly drained as indicated by strong mottling and gleying throughout the profile. The soil has a medium natural fertility.

48 Kowai - a soil which has developed from greywacke loess under a fescue tussock grassland. The soil is regarded as accumulating. It is found on a flat to very gently undulating landscape. There is a reasonable depth to the soil profile. The response to super-phosphate is very good.

(3) Upland and High Country Yellow-brown Earths -

52 Craigieburn silt and sandy loam soils are found on flat to undulating high terraces. They have developed from greywacke loess which overlays gravels. The native vegetation is red tussock and fescue tussock grassland. These soils have low fertility and are subject to severe wind erosion when the soil is exposed to frost action.

52b Mesopotamia (Mp) - soil is formed from greywacke loess over gravels. The soil profile is approximately 60 cm of silt and sand over fine gravels. The vegetative cover is fescue tussock grassland and widespread patches of matagouri scrub. It is found on flat to easy rolling terraces or old moraines. It is liable to wind erosion.

55b - Puketeraki silt loam soils are found on high terraces. These soils are derived from greywacke detritus under snow tussock grassland. They have a very low natural fertility and are subject to severe wind erosion when the soil is exposed.

55bH - Puketeraki hill soils are found on rolling ridges and moderately steep slopes at 1000 metres to 1700 metres. These soils are derived from greywacke detritus under snow tussock grassland and some sub-alpine scrub.

57a - Tekoa steepland and 57aH - Tekoa Hill soils are found on steep and moderately steep slopes. These soils are derived from mainly greywacke detritus under fescue tussock grassland with some snow tussock and beech forest. They have low fertility and are subject to sheet, wind, scree and gully erosion.

57 - Kaikoura steepland soils are found on steep to very steep slopes above about 1000 metres. They are derived from greywacke detritus under snow tussock grassland with sub-alpine scrub and beech forest in places. Fertility is low. These soils are subject to severe wind, sheet, scree and gully erosion.

(4) Alpine Steepland Soils -

Alpine steepland soils are found on steep to very steep slopes. They are derived from greywacke with a cover of widely scattered alpine herbs and grasses and much bare scree. They are subjected to active geological erosion.

(5) Lowland Yellow-Brown Earths -

41a - Hurunui steepland and 41aH - Hurunui Hill soils are mostly stony silt loams. Development has occurred from weathered greywacke colluvium with varying patches of loess under fescue tussock with bracken fern and matagouri the dominant scrub species. The soil has a medium natural fertility and responds well to superphosphate and molybdeum topdressing. The hill phase falls into the slope range of less than 23°. On the steep slopes the soil is subject to sheet and wind erosion with some slip erosion.

Reference: Soils of the South Island - Soil Bureau Bulletin No. 27.

3.3.5 Vegetation -

The front faces consist of hard tussock associations, with scrub species on the more recent fans and old erosion scars.

Improved pasture has been established on the flats and hill blocks. On the remaining portion of the property the vegetation has changed little from what it was at the time of the land inventory survey of 1973.

Below 900 metres the vegetation is dominately fescue tussock grassland. The principal associated grass species include brown-top, sweet vernal, yorkshire fog, cocksfoot and silver tussock. Scrub species are matagouri, manuka and tauhinu.

Above 900 metres the vegetation changes to snow tussock grassland, both Chionochloa rigida and C. flavescens. Associated with the snow tussock grassland is Celmissia spectabilis (cotton plant). Scrub species include Dracophyllum species, Cassinia fulvida (tauhinu) and (podocarpus nivalis (mountain totara).

The bush remaining on Glenrock is confined to the banks of streams in both catchments.

Noxious plants are confined mainly to the Rakaia River faces. These include nassella tussock, brier and gorse.

3.4 Erosion:

Geologic erosion is present at higher altitudes.

In general, severe sheet and wind erosion is confined to sunny, high altitude faces, with moderate erosion on both sunny and shady faces. Streambank erosion is evident in many of the main streams. Slip erosion is present on some of the lower slopes, though not a dominant feature. Gully and scree erosion are present on the sunny faces. There is evidence of past active gully erosion on the Rakaia faces.

Wind erosion, especially in association with frost lift and sheet erosion, are active on steepland soils. Wind erosion is also a potential problem on cultivated areas.

3.5 Land Use Capability Classification:

3.5.1 Land Use Capability Classes -

<u>Class</u>	<u>Area - hectares</u>	<u>% of Total</u>
IV	421	5%
VI	1,133	14%
VII	3,066	38%
VIIe6	580	7%
VIII Freehold Riverbed VIIIs)	) 2,960	36%
TOTAL	8,160	100%
	=====	=====

3.5.2 Class Standards:

LAND SUITABLE FOR ARABLE USE

Class IV - On this class of land, while cropping is still feasible, the limitations as defined by the following subclasses severely curtail many options:

- e1 Almost flat land of Mesopotamia soils on colluvial fans at low altitudes (less than 610 metres). Risk of wind erosion when cultivated.
- e2 Rolling land on Mesopotamia soils. Risk of sheet and wind erosion when cultivated. Some areas are directly exposed to the north-west and cultivation would be dependent on prior conservation measures.

- w1 Flat to rolling wet areas containing rushes and other associated species at low altitudes on Dobson soils and a poorly drained variant of the Mesopotamia soils.

LAND NOT SUITABLE FOR ARABLE USE

Class VI - This class of land is well suited to pastoral or forestry production but still carries the following limitations:

- s1 Recent unstable fans, may or may not be covered in scrub on Mesopotamia soils. Their development will depend on the rate of accumulation of fines. A feature of these fans is their source of weed plants.
- s2 Rolling land of recent fans but shallow soils (Mesopotamia) containing hard tussock associations with little scrub.
- s3 Flat alluvial terraces of recent origin (Tasman soils) with scattered vegetation comprising scrub, harefoot, trefoil and a few annual grasses. Droughty in summer and subject to flooding with localised patches of wind erosion and some bank erosion.
- s4 Similar to s3 but deeper soils (Tasman).
- e1 Rolling to easy slopes at mid-altitude on fans of intermediate age on soils of the Craigieburn set. Slight snow risk.
- e2 Moderately steep to steep slopes at low altitudes of sunny aspect, under a hard tussock association, on Hurunui Steepland soils with a strong loess impress. Some slipping occurs where loess deposits are thick. In general, only slightly eroded. They are droughty in summer but give early spring and late autumn growth.
- e3 Similar to VIe2 but contains a slight to moderate amount of active gullies, normally initiated from above.
- e4 Moderately steep to very steep slopes, under hard tussock on Tekoa Steepland soils. Slightly eroded and generally below 900 metres. Some snow risk normally partially shady faces.
- e6 Moderately steep to very steep slopes below 900 metres under hard tussock with intermediate species of exotic grasses. Slightly eroded and includes both sunny and shady slopes on Hurunui Steepland soils derived mainly from greywacke (little loess). Slight snow risk.

Class VII - This class of land has limitations or hazards that severely restrict the use for pastoral production. Forest production may still be sustainable.

- c1 Moderately steep slopes, between 1000 and 1200 metres on Puketeraki Hill soils under a cover of red and narrow leaved snowgrass, slight-moderately eroded. Soils of low fertility and chances of improvement to sward limited by climatic conditions and high cost.

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- c2 Rolling to easy slopes at mid-high altitudes on Puketeraki soils under a cover of narrow leaved snowgrass with litter and few intermediate species, generally slightly eroded.
- c3 Rolling to easy exposed slopes at 900 metres (Puketeraki soils) under cover of a secondary hard tussock association. Slight to moderately wind-eroded patches throughout.
- e1 Steep and very steep slopes at low altitudes on shallow Hurunui Steepland and Tekoa Steepland soils containing hard tussock associations. Erosion severe with localised bank erosion. Not suited to pastoral production at present but may be considered suited in 25 years if given proper treatment.
- e2 Steep slopes, generally northerly facing in mid-altitude zones containing hard snowgrass associations and on a transitional Hurunui Steepland-Kaikoura Steepland soil type. Slight to moderately eroded.
- e3 Steep slopes containing hard tussock associations on Hurunui Steepland and Tekoa Steepland soils moderately eroded, and these soils above 900 metres, slightly eroded.
- e4 Steep to very steep slopes at high altitudes (900 metres-1400 metres), generally shady with modified primary snowgrass associations containing cotton plant and few palatable intermediates on slightly eroded Kaikoura Steepland soils.
- e5 Similar to VIIe4 but moderately eroded and may include some sunny faces.
- e6 Steep and very steep slopes at mid and high altitude (normally below 1220 metres) under depleted snowgrass swards on Kaikoura Steepland soils. Generally sunny faces. At present not suitable for grazing.

Class VIII - This is land with such extreme limitations or hazards that its use is restricted to watershed protection.

- (1) Moderately steep to very steep slopes at high altitudes on Alpine soils with sparse or no vegetation. Normal erosion very active.
- (2) Steep to very steep slopes at high altitudes (1220-1372 metres) on extremely eroded Kaikoura and Koikoi Steepland soils. Few vegetation remnants. Environmental features preclude possibility of useful revegetation within at least 25 years.
- (3) Very steep slopes at low altitudes covered mainly in scrub or bush (greater than 40% of the area) or areas too severely eroded at low altitudes to provide useful revegetation within 25 years.

Reference: Capability Units (North Ashburton Survey), South Canterbury Catchment Board, 1973



3.6 Water Resources:

The properties' water resources include three rivers, two major streams and several creeks. 43% of the property is in the catchment of the Swift River, a tributary of the North Ashburton River and 57% in the catchment of the Rakaia. The average annual water resource (Isohyd) over the property ranges from 44 lsec km<sup>-2</sup> to 70 lsec km<sup>-2</sup> which is medium in relation to other properties in the area.

The Rakaia River is a large river occupying an infilled glacial valley. Its wide braided shingle bed is continuously changing and unpredictable. The North Ashburton River drains the Swift River and its tributary, Middle Creek.

3.7 Stock Numbers/Performance/Carrying Capacity:

3.7.1 Stock Numbers as at 1 July 1985 -

<u>Sheep</u>	<u>No.</u>	<u>Stock Units</u>
Mixed aged Corriedale ewes	4,134	4,134
Ewe hoggets	1,430	1,001
Mixed age wethers	200	140
Rams	64	45
Killers	62	43
	-----	-----
TOTAL SHEEP	5,890	5,363
	=====	=====
<u>Cattle</u>	<u>No.</u>	<u>Stock Units</u>
Angus and Angus Hereford breeding cows	58	348
Rising 1 year heifer calves	25	100
Rising 2 year heifers	8	40
Bulls	2	10
Rising 1 year steers	28	112
Rising 2 year steers	22	110
House cow	1	7
	-----	-----
TOTAL CATTLE	144	727
	===	=====

TOTAL STOCK UNITS = 6,090

The stock limitation proposed for Pastoral Lease on Glenrock is 2800 sheep (1200 breeding ewes) and 80 cattle (35 breeding cows).

FOR TOTAL PROPERTY: 5600 sheep (1660 breeding cows) and 165 cattle (50 breeding cows)

3.7.2 Stock Performance -

Lambing - 100%  
 Calving - 85%  
 Wool weights: ewes - 4.5 kg  
                   wethers - 4.5 kg

Sheep deaths - 3-4%  
 Cattle deaths - 2%

3.7.3 Carrying Capacity -

The carrying capacity over the whole property is as follows:

Summer country	0.1 s.u./ha
Rakaia faces - unimproved native	0.5-1.0 s.u./ha
Oversown and topdressed blocks	4.5-5.0 s.u./ha
Paddocks	7-8 s.u./ha

4. STOCK MANAGEMENT:

4.1 Present Stock Management:

- (a) Sheep - The main mob of ewes are wintered for two months on "Black Hill" and for one and a half months on the paddocks where they are fed silage. The ewes are pre-lamb shorn. The ewes are setstocked for lambing (third week in September) on the topdressed hill blocks. After weaning in December they are mob-grazed around the topdressed blocks until the end of January when they are crutched and turned out onto Cookies Flat and Cookies Point until 1 April. Following the autumn muster they are returned to the topdressed blocks for tugging in mid-June.

The two tooth ewes, until shearing when they join the main mob and 650 stud ewes, remain on the paddocks throughout the year. "Glenrock" has the second oldest registered stud Corriedale flock in New Zealand.

- (b) Cattle - The breeding cows are wintered on Black Hill, Black Hill Flat and Mackin Toshes Blocks. The rising one year and two year steers are wintered on Black Hill and Packers Creek Blocks with the balance of the cattle wintered on the paddocks.

Breeding cows are setstocked around the topdressed blocks for calving in October and move to the paddocks in late November where they remain until the end of January. Then some return to the topdressed blocks and others to the summer country for three months.

Progeny is fattened and sold at two and a half years of age.

5. THE SOIL AND WATER CONSERVATION PLAN:

5.1 Aims and Objectives:

- (a) To destock the higher and more eroded land.
- (b) To make provision for remedial works in the Swift River under the Upper Ashburton Catchment Control Scheme.
- (c) To compensate for stock displaced and other areas surrendered.
- (d) The protection of the arable areas through the establishment of windbreaks.

All previous reports on this property note the following general problems:

- (1) The extreme difficulty in erecting and cost of maintaining retirement fences on much of this country.
- (2) The need to retain a balance on the run between winter, spring and autumn country.
- (3) The limited amount of land available for further development.

5.2 Soil and Water Conservation Problems:

- (a) A major problem on the property is the extent of Class VIII and severely eroded Class VII land (Land Unsuitable for Pastoral Use) especially those areas in the catchment of the North Ashburton River. This land is generally above 900 metres a.s.l. The vigour and frequency of the tussock and inter-tussock plants has been greatly reduced by past fires, rabbits and stocking. As a consequence, the vegetative cover has been weakened and the soils exposed to wind, frost and rain leading to widespread surface erosion.

In the past this area has been grazed by 1500 wethers for four months of the year. Now breeding ewes graze this land for a short period during the autumn. The ewes, unlike the wethers, have largely remained on the lower country.

To meet the soil conservation objectives it is important that the stock change remain ensuring that the severely eroded lands remain destocked. This can be achieved through retirement fencing and limiting grazing to some associated Class VI land essential to the overall balance and management of the property.

- (b) Sediment Yield - Sediment yield within the Upper Ashburton catchment has been an ongoing problem for many decades. In 1974 the South Canterbury Catchment Board produced the Upper Ashburton Catchment Control Scheme. The objective of the scheme was to define sediment sources and carry out remedial works on a whole catchment basis.

It has been found that detritus from the upper catchment can be carried through the gorge into the river system on the plains in one flood.

A sediment survey carried out shows a close relationship between elevation and erosion severity. Sources of detritus have been identified in tributaries of the Swift River catchment (part of Glenrock) by the South Canterbury Catchment Board. These areas are within stream channels and on surrounding land. Under this scheme it is proposed to undertake remedial works within the Swift River, and exclusion of stock from the area is important.

- (c) Like most properties, "Glenrock" is made up of many land inventory units. These in turn are systematically arranged into land use capability classes, of which there are eight. The classes are divided equally between arable and non-arable land. The classification system is a progression from Class I to Class VIII with versatility and sustained land use decreasing as class increases. On Glenrock there is a large area of Class VII land. The more productive land, e.g. Class VI and better, is able to sustain grazing. However, Class VII land is only able to sustain grazing if of a temporary nature. Such controlled grazing allows blocks to reseed ensuring the vegetative cover is not depleted.

- (d) Potential for Wind Erosion of Cultivated Areas - Arable land is at a premium on the property. Like many properties in this region, wind erosion is an ever-present hazard. The arable land is regularly cultivated and used to produce both cash crops and supplementary winter feed. The areas require continuous protection by good land management practices and well-sited windbreaks.
- (e) Off-site Development - Under normal circumstances the stock grazing would be relocated through off-site development. On Glenrock the land available for such purposes has already been developed.

### 5.3 Soil and Water Conservation Proposals:

The proposals that follow are considered to be practical and acceptable to all parties involved.

These include the destocking of the Class VIII and much of the Class VII land on the property and its surrender from the pastoral lease, a block limitation for the grazing of some associated Class VI land, destocking and surrender of another area of pastoral land, compensation, a soil conservation fence and windbreak treeplanting to prevent soil erosion.

This option fulfils the following:

- (a) Policy objectives on land retirement and surrender of both the Land Settlement Board and the National Water and Soil Conservation Authority.
- (b) Lessee interest in retaining a balance between class of country and management of the property.
- (c) South Canterbury Catchment Board's objective of implementing its 1974 Upper Ashburton Catchment Control Scheme.

In the detailed proposals that follow, those in Proposal A deal with destocking, surrender and rehabilitation of severely eroded lands, Proposal B destocking and surrender of an area of Class VI land, Proposal C the Compensation given and Proposals D and E contain conservation measures designed to prevent on-site erosion.

#### PROPOSAL A - Destocking, Surrender and Rehabilitation of Severely Eroded Lands:

##### Recommendation:

It is recommended for grant assistance to erect 7.5 kilometres of retirement fencing to destock and surrender 3770 hectares of Class VIII and severely eroded Class VII land, but to permit the grazing of 115 hectares of associated Class VI land by 1000 breeding ewes for up to six weeks during the autumn each year.

The Lessee agrees that that part of the property edged in pink will be surrendered from the pastoral lease. This is to be achieved by a separate agreement between the lessee and the Commissioner of Crown Lands, Christchurch. This separate agreement, together with the Board's Land Improvement Agreement, are to be signed concurrently.

Further, it is recommended that rehabilitation of this land, both by revegetation work and engineering structures, be by the South Canterbury Catchment Board's Upper Ashburton Catchment Control Scheme.

In order for these works to be undertaken, Mr C.R. Ensor will permit the agents and servants of the South Canterbury Catchment Board, together with their plant, on official duties access to this area at all reasonable times.

PROPOSAL B - Destocking and Surrender of an Area of Class VI Land Adjacent to the Swift River:

Recommendation:

**It is recommended that 200 hectares of Class VI land on the true right bank of the Swift River be destocked and incorporated into the adjacent Class VIII and severely eroded Class VII land proposed for surrender from the Pastoral Lease.**

The area in the vicinity of the Swift River is a key component to the Upper Ashburton Catchment Control Scheme. It is proposed to establish several shingle traps within the bed together with a planting programme adjacent to the traps. For this reason it is important that stock be excluded if the works are to be successful. The only practical means of excluding stock is to carry out retirement fencing. The area involved is 200 hectares of Class VI land. This land, once destocked, would be incorporated into the area of adjacent Class VIII and severely eroded Class VII land proposed for surrender.

PROPOSAL C - Provision for Compensation:

Recommendation:

**It is recommended that the Compensation given for the stock displaced under Proposals A and B be in part by conversion to the local share of retirement fencing and the balance as a cash payment.**

The compensation stems from the stock displaced under Proposal A and the surrender of additional land Proposal B (having insufficient erosion to warrant destocking but required for the purpose of implementing the Upper Ashburton Catchment Control Scheme).

The need for a cash payment has largely resulted from the considerable inputs into development over previous years by the lessees. There is no suitable land that could be developed for offsite.

Negotiations to avoid a cash payment by permitting the freeholding of part of the Crown Pastoral Lease to the value of the compensation were completed but proved difficult to implement.

The lessee is encouraged to approach the Department of Lands and Survey for partial reclassification following the payment of the compensation.

CALCULATIONS -

For Proposal A: Destocking and surrender of severely eroded lands

Traditional grazing of the area proposed for destocking

1500 wethers (substituted ewes after 1983) for 3 months

1500 x 0.7 = 1050 - 4 = 262 stock units/annum.

Area of associated Class VI land able to sustain ewe grazing

115 hectares @ 1 s.u./ha = 115 s.u./annum

DIFFERENCE IS THE NETT DISPLACED 262 - 115 = 147

Had the land been available, it is estimated that it would have cost \$156.00 per stock unit to develop for off-site benefit.

Therefore, Gross Cost normally incurred 147 x \$156 = \$22,932

For Proposal B: Destocking and surrender of Class VI land adjacent to Swift River

Destocked area - 200 hectares

Stocking rate - 1 s.u. per hectare

Stock displaced = 200

Gross cost of relocating stock - 200 s.u. x \$156/s.u. = \$31,200

Total gross cost of relocation = \$22,932 + \$31,200 = \$54,132

Less local share (lessee contribution to off-site) = \$20,300

**NETT AVAILABLE = \$33,832**

Compensation to be spent thus:

Local contribution toward retirement fence No. 1 = \$ 6,919

Local contribution toward retirement fence No. 2 = \$ 5,738

CASH PAYMENT to Lessee = \$21,175

\$33,832

PROPOSAL D - Soil Conservation Fence:

Recommendation:

It is recommended for grant assistance to upgrade an old Merino fence to prevent stock on the Black Hill Block gaining access to the retired lands.

At present when stock are put onto Black Hill Block they generally stay there. However, on occasions they have been known to move off the block towards Cookies Flat and the proposed retired land. By upgrading this fence it will make the Black Hill Block more stockproof.

PROPOSAL E - Windbreak Treeplanting:

Recommendation:

It is recommended for grant assistatnce to establish 1.25 kilometres of treeplanting in three windbreak lines.

The arable land for which the tree lines will provide protection is situated adjacent to the Rakaia River. This land is subjected to strong north-west winds funnelling down the gorge.

5.4 Resource Impact:

5.4.1 Water Resources:

The proposals in this plan will have no significant effect on the water resources of this property.

5.4.2 Environmental Impact:

The impact of this plan is principally visual. The windbreak treeplanting proposals will be located adjacent to existing lines recently established. Most of the fencelines will remain largely unnoticed, being hand fenced for most part.

5.5 Future Management:

The property has undergone a number of changes over the last several years. The wether flock is being dispersed with in preference to breeding ewes of up to 5000. In essence this is now a fully developed property. It will be farmed on a mob and rotational grazing system with some set stocking over lambing.

5.6 Economic Assessment (summary - for detailed report, refer to appendix 2):

A. Costs -

The total cost of the plan is \$121,131, of which the Authority's share is \$88,149. The difference will be met by the occupier, who will be responsible also for the maintenance costs.

B. Benefits -

On this part of the former property the benefits to the nation largely exceed those to the lessee:

(1) To the nation -

- (a) Decreased acceleration of on-site erosion through stock over- grazing Class VIII and critical Class VII lands.
- (b) Provision for recreational opportunities on land that is not at present available to the public generally.
- (c) Better management of the remaining classes of land on the property.

(2) To the runholder -

- (a) Decreased time spent mustering difficult blocks.

C. Internal Rate of Return -

5.3% on tangible costs and benefits.

6. SPECIFICATIONS AND COSTS:

6.1 Fencing:

Specifications - No bulldozing of fencelines is to be undertaken without first obtaining the Board's consent.

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Conventional: Three treated wooden posts per 20 metres; seven 2.5 mm high tensile wires; three spring wire droppers between posts; strainer assemblies, permanent wire strainers, tiebacks and tiedowns as required.

Cost: \$4.50 per metre

### 6.2 Windbreak Treeplanting:

Specifications -

Fence: three treated wooden posts per 20 metres; two spring wire droppers between posts; eight 2.5 mm high tensile wires; strainer posts, stays and permanent wire strainers as required.

Trees: Stocks - 1 row 18 month old Douglas fir  
2 rows 18 month old Pinus radiata

Spacings: Trees within a row - 2.5 metres  
Between rows of trees - 3.0 metres  
Between outer row and fence - 2 metres

Land Preparation: The tree lines to be ripped with a suitable implement at least twice during early autumn. Following ripping, the lines to be spot sprayed, 1 metre in diameter, 4-6 weeks prior to planting.

Costs: \$4000 per kilometre established



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TYPE OF WORK	PROJECT NO.	QUANTITY	RATE	JOB COST	BOARD FEES	TOTAL (INCL. FEES)	GRANT RATE	GRANT	NET TOTAL FARMER
<u>YEAR ONE</u>									
Retirement fence	R.F. 1	4.1 km	\$4.50/m	18,450	4,612	23,062	60%	13,837	9,225
Off-site converted to local contribution of retirement fence				11,070	-	11,070	-	5,535	5,535
Soil conservation fence	S.C.F.	3.3 km	\$4.50/m	14,850	3,712	18,562	60%	11,137	7,425
<u>YEAR TWO</u>									
				\$44,370	\$8,324	\$52,694		\$30,509	\$22,185
Retirement fence	R.F. 2	3.4 km	\$4.50/m	15,300	3,825	19,125	60%	11,475	7,650
Off-site converted to local contribution of retirement fence				8,197	-	8,197	-	4,591	4,591
Compensation (Cash Payment)				34,865	-	34,865	-	16,940	16,940
<u>YEAR THREE</u>									
				\$58,362	\$3,825	\$62,187		\$33,006	\$29,181
Windbreak treeplanting	T.P. 1	550 metres	\$4.00/m	2,200	550	2,750	60%	1,650	1,100
<u>YEAR FOUR</u>									
Windbreak treeplanting	T.P. 2	300 metres	\$4.00/m	1,200	300	1,500	60%	900	600
<u>YEAR FIVE</u>									
Windbreak treeplanting	T.P. 3	400 metres	\$4.00/m	1,600	400	2,000	60%	1,200	800
<u>TOTAL</u>									
				\$107,732	\$13,399	\$121,131		\$67,265	\$53,866

BLOCK SIZES

<u>Block Name</u>	<u>Area in hectares</u>	<u>Block Name</u>	<u>Area in hectares</u>
Black Hill flat	155	Q	4.45
Cookies Point		R	12.2
Cookies Flat		S	8
Mackin Toshes		T	3.7
Black Hill		U	6.1
		V	6.1
<u>Oversown and Topdressed Blocks</u>		W	2.4
Top Packers Creek )		X	13
Bottom Packers Creek)	87	Y	11
Duncans Block	32	Z	9.3
Dogtrial Block	31	1	10
Quarry Block	22	2	8.35
Beckys Block	27	3	10
Bens Block	22	4	4.5
Ginneys Block	24	5	2.5
Bills Block	25	6	8.1
Downs Block	40	7	-
<u>Paddocks</u>			
A	12.2		
B	8.1		
C	9		
D	10.1		
E	8		
F	4		
G	12.2		
H	14.2		
I	8		
J	9		
K	9		
L	8		
M	8		
N	14		
O	-		
P	13		





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

AND

IN THE MATTER of Lease No. P 40  
registered in Volume 574  
folio 70 Canterbury Land  
Registry, from HER  
MAJESTY THE QUEEN to  
GLENROCK LAND COMPANY  
LIMITED at Christchurch

The covenants conditions and restrictions contained or implied in the above-mentioned Lease registered in Volume 574 folio 70 Canterbury Land Registry are hereby varied as follows:

1. THAT the Lessee shall progressively withdraw stock from that part of the said land containing:
  - (a) 3770 hectares (hereinafter referred to as "the retired area" within the "Glenrock" Block) being that part of the said land outlined with bold black lines on the diagram hereon and marked Area A.
  - (b) 4950 hectares (hereinafter referred to as "the retired area" within the "Redcliffs" Block) being that part of the said land outlined with bold black lines on the diagram hereon and marked Area B.
2. THAT upon completion of the retirement fencing within the aforesaid Area A under the North Canterbury Catchment Board Soil & Water Conservation Plan No. 703800 or at the 1st day of December 1988 whichever is the sooner the Lessee shall destock the retired area and surrender the retired area effective from the date of completion as aforesaid or the said 1st day of December 1988.
3. THAT upon completion of the agreed off-site grazing within the aforesaid Area B under the North Canterbury Catchment Board Soil & Water Conservation Plan No. 703790 or at the 1st day of December 1990 whichever is the sooner the Lessee shall destock the retired area and surrender the retired area effective from the date of completion as aforesaid or the said 1st day of December 1990.
4. THAT the Lessor shall survey the aforesaid retired areas and as soon as the plan of survey has been approved shall deliver to the Lessee for execution by him a Memorandum of Partial Surrender surrendering the said retired areas from the Lease. The said Memorandum to be registered by the Lessor.
5. SAVE as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Deed of Lease shall remain in full force.

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IN WITNESS WHEREOF the parties have hereunto subscribed their name this

13<sup>th</sup> day of November 1986.

DEPUTY ASSISTANT

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:

*[Signature]*  
DEPUTY Commissioner of Crown Lands ASSISTANT

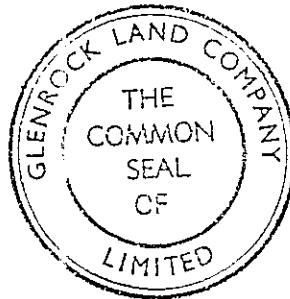
Witness: *[Signature]*

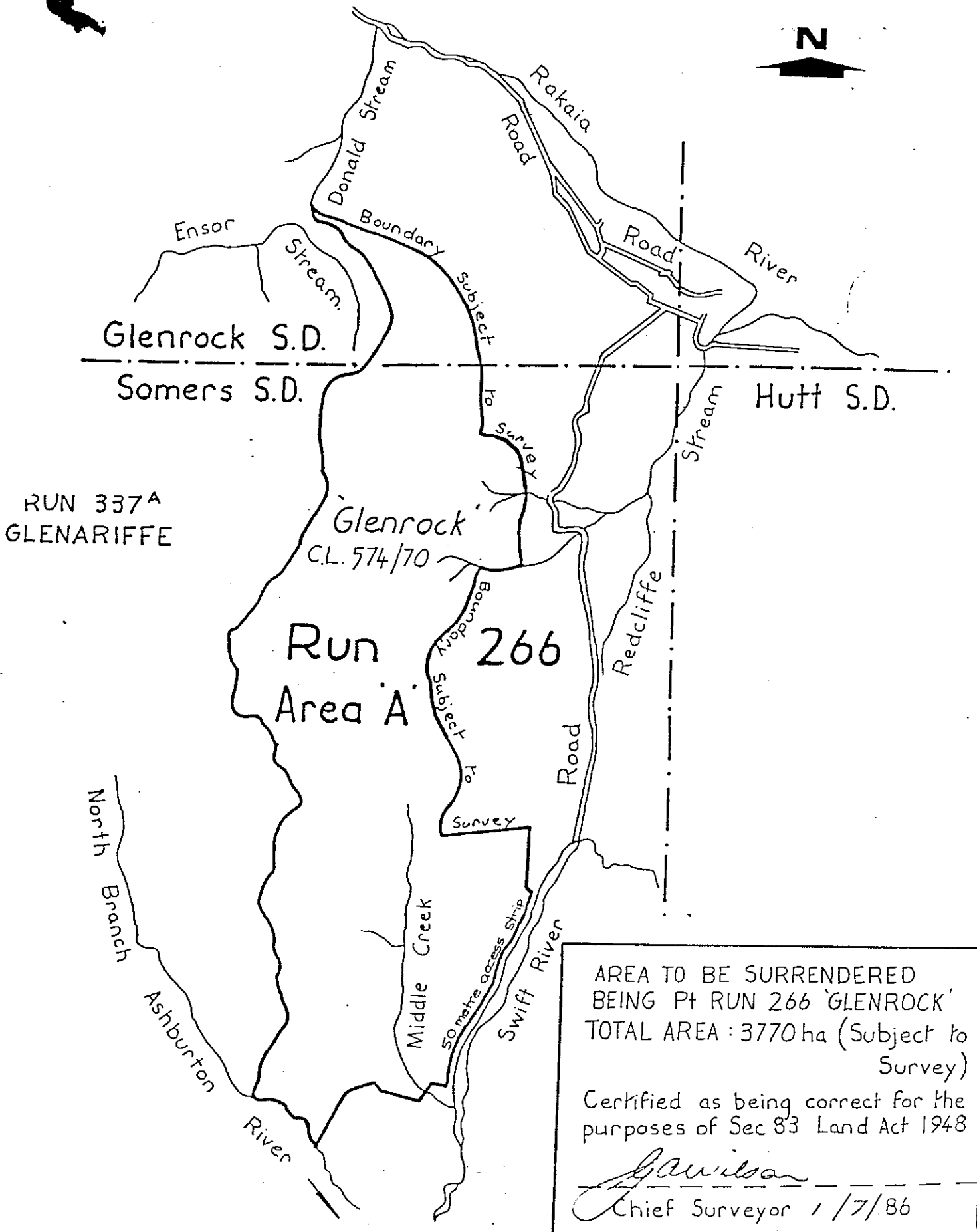
Occupation: *Divisional Officer*

Address: *Lands & Survey Dept, Christchurch.*

THE COMMON SEAL of GLENROCK LAND COMPANY LIMITED as Lessee was hereunto affixed in the presence of:

*[Signature]*  
*[Signature]*





AREA TO BE SURRENDERED  
 BEING Pt RUN 266 'GLENROCK'  
 TOTAL AREA : 3770 ha (Subject to Survey)

Certified as being correct for the purposes of Sec 83 Land Act 1948

*Garrison*  
 Chief Surveyor 1/7/86

**APPENDIX 4**



Pc140/1

RELEASED UNDER THE OFFICIAL INFORMATION ACT



Your Ref :

Our Ref : Contract 50178

27 October 1999

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

Knight Frank (NZ) Limited  
Land Resources Division  
PO Box 142  
CHRISTCHURCH

Attention : Mr Geoff Holgate

Dear Sir

**STATUS INVESTIGATIONS - PASTORAL TENURE REVIEW**  
**CONTRACT 50178**

Attached as required by Schedule Two of the LINZ Services Agreement (page 11) item 2;

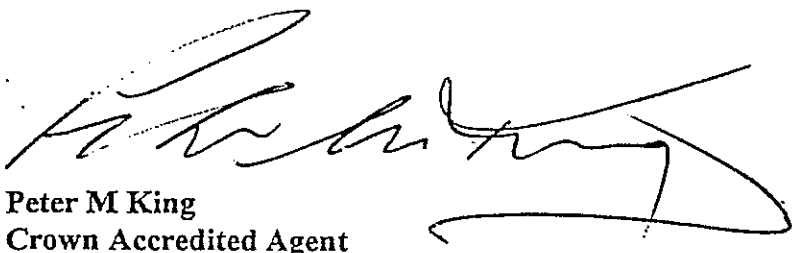
- Status Check Report
- One colour photocopy of the plan
- Original colour plan and cadastral overlay

for pastoral runs itemised as No. 47, 51 & 54 on contract 50178 being:

Glenrock  
Huxley Gorge (Canterbury)  
Huxley Gorge (Otago)-

Please acknowledge receipt of the status checks and plans to my attention at this office, thankyou.

Yours faithfully  
Knight Frank (NZ) Limited

  
Peter M King  
Crown Accredited Agent

Encl.

Corporate Offices

Auckland  
Wellington  
Christchurch  
  
13 Offices Nationwide

International

Australia  
Belgium  
Botswana  
China  
France  
Germany  
  
Hong Kong  
India  
Italy  
Japan  
Malawi  
Monaco

Nigeria  
Portugal  
Singapore  
South Africa  
Spain  
Sweden

Tanzania  
The Netherlands  
United Kingdom  
United States  
of America  
Zimbabwe

Postal Address:

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

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**KNIGHT FRANK (NZ) LIMITED**

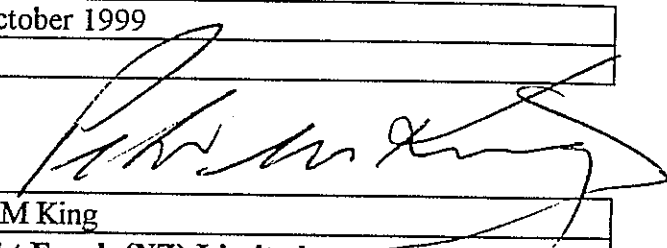
Appendix A

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

<b>LAND STATUS REPORT for GLENROCK</b>		[LIPS ref.12782]
<b>Property</b>	<b>1</b>	<b>of 1</b>

<b>Land District</b>	Canterbury
<b>Legal Description</b>	Sections 1 & 4 SO 17637, Sections 6, 7 & 8 SO 17638, Sections 9, 10, 11 & 12 SO 17639, Sections 2, 3, 13, 14, 15, 16 & 17 SO 17640 & Section 5 SO 17641 situated in Blocks IX & X Glenrock & Blocks III, IV, VII, VIII, XI & XII Somers Survey Districts.
<b>Area</b>	7012.4856 hectares
<b>Status</b>	Crown Land subject to the Land Act 1948.
<b>Instrument of lease</b>	All Pastoral Lease 33A/1190 pursuant to section 66 as registered under section 83 Land Act 1948.
<b>Encumbrances</b>	Subject to Part IVA Conservation Act 1987 upon disposition.
<b>Mineral Ownership</b>	Minerals remain with the Crown as the land has never been alienated since its acquisition for settlement purposes, from the former Maori owners under the Kemp purchase 1848.
<b>Statute</b>	Land Act 1948 & Crown Pastoral Land Act 1998.

<b>Data Correct as at</b>	15 October 1999
<b>[Certification Attached]</b>	Yes



<b>Prepared by</b>	Peter M King
<b>Crown Accredited Agent</b>	Knight Frank (NZ) Limited

**KNIGHT FRANK (NZ) LIMITED**

**Appendix B**

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

<b>LAND STATUS REPORT for GLENROCK</b>				[LIPS ref.12782]
<b>Property</b>	<b>1</b>	<b>of</b>	<b>1</b>	

<b>Land District</b>	Canterbury
<b>Legal Description</b>	Sections 1 & 4 SO 17637, Sections 6, 7 & 8 SO 17638, Sections 9, 10, 11 & 12 SO 17639, Sections 2, 3, 13, 14, 15, 16 & 17 SO 17640 & Section 5 SO 17641 situated in Blocks IX & X Glenrock & Blocks III, IV, VII, VIII, XI & XII Somers Survey Districts.
<b>Area</b>	7012.4856 hectares
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<b>Instrument of lease</b>	All Pastoral Lease 33A/1190 pursuant to section 66 as registered under section 83 Land Act 1948.
<b>Encumbrances</b>	Subject to Part IVA Conservation Act 1987 upon disposition.
<b>Statute</b>	Land Act 1948 & Crown Pastoral Land Act 1998.

<b>Data Correct as at</b>	15 October 1999
<b>[Certification Attached]</b>	Yes

<b>Prepared by</b>	Peter M King
<b>Crown Accredited Agent</b>	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*

.....  
R Moulton, Chief Surveyor  
Land Information New Zealand, Christchurch

Date *27* / *10* / 1999

*used 20/10/99*

*GLENROCK RESEARCH - Property 1 of 1*

<p><b>Notes : This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6</b></p>	<ul style="list-style-type: none"><li>(i) Legal road not contiguous with the current formation along the Rakaia River and "Cookies Flat"/Redcliffe Stream. Early file correspondence indicates where this legal road diverges from the formation, it should be stopped and incorporated into the pastoral lease i.e. SO 6037.</li><li>(ii) Prior Pastoral Lease 574/70 carries the memorial in respect to a Land Improvement Agreement, document No. 306609/1 (1207 ha). This area is now defined as Section 21 SO 17637 and as such does not affect the current "Glenrock". Although Section 21 had no formal surrender or discharge from either PL 574/70 or 33A/1191, the agreement is redundant. This memorial has not been brought down against the current lease.</li><li>(iii) Area identified for surrender (Pt Sec 1 SO 17637 approx 3770 ha). This coupled with a potential survey, has not occurred to date.</li><li>(iv) Reconciliation of boundary fencing can only be identified upon survey.</li><li>(v) Lease file CCL submission recommendation (1985), identifies an area of wetland for a conservation covenant referred to as, "Cookies Flat" east of Redcliffe Stream, however it is thought part may encroach into "Glenrock". No conclusion reached, within "Redcliffe" ?</li><li>(vi) NZ gazette 1954 page 1299 formalises a licence to establish a Power Generation Scheme on "Cascade Stream" Block I Hutt SD, expiring March 1976. There is no plan to support its location. It is raised again in (1988) as being located on Redcliffe Stream. Although this would appear to be wholly in "Redcliffe" it may supply power to "Glenrock" also and or fall, in the area of marginal strip protection ?</li><li>(vii) Current compiled definition of SO 17637 - SO 17641, are only adequate in respect to the current pastoral lease definition.</li></ul>
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<b>LAND STATUS REPORT for GLENROCK</b>				[LIPS ref.12782]
<b>Property</b>	<b>1</b>	<b>of</b>	<b>1</b>	

**Research Data: Some Items may be not applicable**

<b>Property</b>	<b>1</b>	<b>of</b>	<b>1</b>	
SDI Print Obtained				Yes
NZMS 261 Ref				K35
Local Authority				Ashburton District Council
Crown Acquisition Map				Kemp Purchase
SO Plan				Sections 1 & 4 (SO 17637) Sections 6, 7 & 8 (SO 17638) Sections 9, 10, 11 & 12 (SO 17639) Sections 2, 3, 13, 14, 15, 16 & 17 (SO 17640) Section 5 (SO 17641)
Relevant Gazette Notices				N/A
CT Ref / Lease Ref				All Pastoral Lease 33A/1190.
Legalisation Cards				N/A
CLR				N/A
Allocation Maps (if applicable)				No interest identified.
VNZ Ref - if known				All assessment 24390-01201 (7012.4856ha) All assessment 24390-01201C (2227.3333ha) Canterbury Regional Council "Cleardale" river control rating area.
Crown Grant Maps				Glenrock (No date), SO 5976 (1911)
<b>If Subject land Marginal Strip:</b>				<p>Note: Subject to the provisions of section 58 of the Land Act 1948 on SO 17637 - 17641. No memorial on lease.</p> <p>Rakaia River, North Branch Ashburton River, Swift River, Redcliffe Stream, Swift River &amp; Donald Stream form part of the boundaries while other lesser streams are clearly depicted on SO 17637 (1988) as a pecked line without a one chain strip having been laid off.</p> <p>In view of LINZ letter dated 13 November 1997 regarding "Lilybank" and Ministerial Co-Ordinating Committee/State Owned Enterprises paper 271 dated 31 March 1987 (Dept of Justice) it would appear this memorial to have no substance unless a one chain strip was laid off by definition on a plan in the Chief Surveyors records.</p> <p>It is interesting to note the section 58 Land Act 1948 strips were set out after the Conservation Act 1987.</p>
<b>a) Type [Sec 24(9) or Sec 58]</b>				
<b>b) Date Created</b>				
<b>c) Plan Reference</b>				

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<b>LAND STATUS REPORT for GLENROCK</b>				[LIPS ref.12782]]
<b>Property</b>	<b>1</b>	<b>of</b>	<b>1</b>	

**Research – continued**

Property	1	of	1	
If Crown land - Check Irrigation Maps.				N/A
Mining Maps				K35 - No interest identified.
<b>If Road</b>				
a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989				a) SO Plan: SO 2817, Topo 11G, 13G & 15G (Crown Grant).
b) By Proc				b) Proc Plan: SO 6037 c) Gazette Ref: 1931 page 1704 & 3019
<b>Other Relevant Information</b>				
a) Concessions - Advice from DOC or Knight Frank.				a) N/A
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998.				b) Subject to Part 9 Ngai Tahu Claims Settlement Act 1998. Deed of Recognition Schedule 17 Ngai Tahu Claims Settlement Act 1998 (Ashburton River) MD 116 SO 19852.
c) Mineral Ownership				c) Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under Kemp Purchase 1848.  Contained in [provide evidence]: Part PR 315 (1912) Run 119A, is the earliest lease available after Canterbury gazette 1867 pages 159/160/161 (No.201, 264 & 329), confirmation of runs under the Canterbury Land Regulations.
d) Other Information				N/A



File Reference : LINZ (LIPS) 12782

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

## CERTIFICATE OF AUTHORISATION

### PROPERTY ADDRESS:

**GLENROCK - RAKAIA RIVER  
CANTERBURY**

### ASSURANCE

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

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

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

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

Peter M King  
Crown Accredited Agent

Date: 15 October 1999

#### Corporate Offices

Auckland  
Wellington  
Christchurch  
  
13 Offices Nationwide

#### International

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Monaco

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Singapore  
South Africa  
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Sweden

Tanzania  
The Netherlands  
United Kingdom  
United States  
of America  
Zimbabwe

#### Postal Address:

PO Box 142, Christchurch  
New Zealand

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

INTERNATIONAL PROPERTY CONSULTANTS

FOR  
DIAGRAMS  
SEE  
Donald Stream  
Marginal Strip

Rakaia

DIAGRAMS



River

Lake C

SHEET 2

Section 5  
SO 17641  
6.000 ha

Marginal Strip

Redcliffe Stream

LEGAL RD

Section 4  
SO 17637  
313.5500 ha

LEGAL ROAD

Section 1  
SO 17637  
6630.0 ha

Marginal Strip

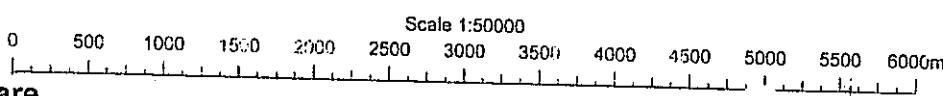
River

Swift

Marginal Strip

Ashburton River  
North Branch

**GLENROCK** (Sections 1 & 4, SO 17637, Sections 6, 7 & 8, SO 17638, Sections 9, 10, 11 & 12, SO 17639, Sections 2, 3, 13, 14, 15, 16 & 17, SO 17640 & Section 5, SO 17641)  
(SHEET 1 OF 2)



Note: All legal roads and or marginal strips are excluded from pastoral run "GLENROCK".



Section 6  
SO 17638  
1.5500 ha

Section 7  
SO 17638  
6900 m<sup>2</sup>

Section 8  
SO 17638  
1900 m<sup>2</sup>

Section 9  
SO 17639  
10.6900 ha

Section 10  
SO 17639  
2.9000 ha

Section 11  
SO 17639  
1906 m<sup>2</sup>

Section 12  
SO 17639  
400 m<sup>2</sup>

Section 14  
SO 17640  
4.7990 ha

Section 15  
SO 17640  
6.8500 ha

Section 13  
SO 17640  
19.9930 ha

Section 16  
SO 17640  
14.3050 ha

Section 17  
SO 17640  
2210 m<sup>2</sup>

Section 2  
SO 17640  
1020 m<sup>2</sup>

Section 3  
SO 17640  
4150 m<sup>2</sup>

Section 1  
SO 17637  
6630.0 ha



Rakaia

River

Marginal  
DOUBLE

Strip  
HILL

RUN

ROAD

Marginal  
Strip

LEGAL

DOUBLE

Marginal  
ROAD

HILL

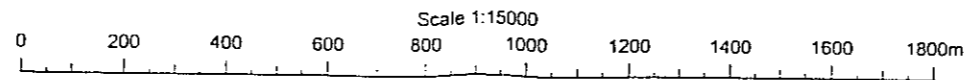
RUN

LEGAL

ROAD

Strip  
ROAD

**GLENROCK - (SHEET 2 OF 2)**  
(Sections 1 & 4, SO 17637, Sections 6, 7 & 8, SO 17638, Sections 9, 10, 11 & 12, SO 17639, Sections 2, 3, 13, 14, 15, 16 & 17, SO 17640 & Section 5, SO 17641)



Note: All legal roads and or marginal strips are excluded from pastoral run "GLENROCK".

Canterbury Land District  
Cadastral data correct  
as at 15/10/1999  
Reference NZMS 260 - K35