

Crown Pastoral Land Tenure Review

Lease name : GRANGE HILL

Lease number : PT 096

Due Diligence Report (including Status Report)

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

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

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

December

05

Log: 4419

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

M/ka

GRANGE HILL PASTORAL LEASE

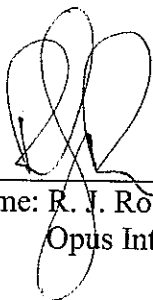
File Ref: CON/50214/09/12711/A-ZNO-01 Report No:CH0003 Report Date: 09/11/2000

Office of Agent: **CHRISTCHURCH** LINZ Case No: 00/ Date sent to LINZ: 16/11/2000

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** that there are no uncompleted actions which require action by the Manager Crown Property Contracts.
3. That the Commissioner or his delegate **note** that there are no potential liabilities that have been identified as a result of the file search.
4. That the Commissioner or his delegate **note** that there are discrepancies between the fenced and legal boundaries on the south-western boundary with RS 36224.

Signed by Agent:



Name: R. J. Ross
Opus International Consultants Limited

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

Name: / /
Date of Decision: / /

1. Details of Lease:

Lease Name: GRANGE HILL

Location: Elders Road, Maungati, approximately 35 km South West of Timaru.

Lessee: Grange Hills Run Limited

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 July 95 (Expiring 30 June 2028).

Annual Rent: \$1,650.00 plus GST.

Rental Value: \$110,000.00

Date of Next Review: 1 July 2006.

Land Registry Folio Ref: C.L. 529 / 225 (Canterbury Land Registry).

Legal Description: Run 293 "Grange Hill" situated in Blocks VII, VIII, XI and XII, Nimrod Survey District.

Area: 1495.3134 hectares.

2. File Search:

Files held by Agent (Knight Frank (NZ) Ltd) on behalf of LINZ:

File Reference	Volume	First Folio No.	Date	Last Folio No.	Date
<i>Pt 96</i>	<i>1</i>	<i>193</i>	<i>7/12/60</i>	<i>352</i>	<i>15/3/82</i>
<i>Pt 96</i>	<i>2</i>	<i>353</i>	<i>26/5/82</i>	<i>-</i>	<i>30/6/00</i>
<i>Various 1991-2000</i>					

Files held by Agent (Opus International Consultants) on behalf of LINZ:

File Reference	CON/50214/09/12711/A-ZNO-01				
Volume	1				
First Folio No.	1				
Date	10/08/00				
Last Folio No.	Contains information from the previous Tenure Review Files				
Date					

Other relevant files held by LINZ:

File Reference	Volume	First Folio No.	Date	Last Folio No.	Date
<i>Pt 96.01</i>	<i>1</i>	<i>2</i>	<i>30/11/98</i>	<i>14</i>	<i>-</i>
<i>Pt 96.01</i>	<i>2</i>	<i>2</i>	<i>30/11/98</i>	<i>15</i>	<i>-</i>
<i>Pt 96.03</i>	<i>-</i>	<i>-</i>	<i>30/4/99</i>	<i>-</i>	<i>26/7/99</i>
<i>Pt 96.03</i>	<i>-</i>	<i>-</i>	<i>30/4/99</i>	<i>-</i>	<i>3/8/99</i>

Pt 96.04
CPL/04/10/12711-ZCH

29/11/99

29/11/99

3. Summary of Lease Document: (Copy of CL 529/225 attached as *Appendix I*)

3.1 Terms of Lease

Stock limitation in the lease:

2365 sheep (including 990 breeding ewes) plus 110 cattle. That the Lessee will each year remove all hoggets from the property during the months of June, July and August.

Commencement date:

1 July 1962. Renewed for a further 33 years from 1 July 1985 at the current rental value and annual rent by Variation of Lease No. A130868/1 dated 25 August 1994.

Other provisions

The lease is subject to the provisions of Section 58 of the Land Act 1948 (now deemed to be marginal strips under section 24(3) of the Conservation Act 1987).

3.2 Area Adjustments

No adjustments have been made to the current lease.

3.3 Registered Interests

Mortgages:

Mortgage A 308776.4 to the National Bank of New Zealand (registered July 1997).

Land improvement Agreements:

There are no land improvement agreements registered against the lease.

3.4 Unregistered Interests

There are no recreation permits current over this lease.

4. Summarise any Government programmes approved for the lease:

There are no Improvement Agreements for this lease.

5. Summary of Land Status Report:

The Land Status Report by Opus International Consultants Ltd confirms the status is Crown Land under the Land Act 1948 subject to Pastoral Lease CL 529/225.

Opus identified the following items for consideration in the context of due diligence:

- 1) Pastoral lease 529/225 contains a notation for Section 58 strips to be excluded from the lease along all rivers and streams over 3 metres in width. This provision was perpetuated on renewal of the lease and the strips are now deemed to be marginal strips under Section 24(3) of the Conservation Act 1987.
- 2) There are significant lengths of unformed road abutting the boundaries of this property. The majority are on the ridge top to Mt Airini. These roads conform to the formed tracks for part of their length only and consideration should be given to transferring these roads to the Crown (for incorporation into the lease) as appropriate, in exchange for easements along the formed tracks.

Copy of Land Status Report attached as *Appendix 2*

6. Review of Topographical and Cadastral Data:

There is no evidence on either of the above maps of communication sites, long distance transmission or local power supply lines on this property.

6.1 Marginal Strips:

The Land Status report describes the marginal strips on the pastoral lease as 'notional' pending definition for the purposes of disposition.

6.2 Fenced Boundaries v Legal Boundaries

Boundary discrepancies exist between the fenced and legal boundaries particularly along the south boundary where the fence line encroaches into the adjoining property Pt. RS36224 contained in CT 211/133.

6.3 Legal roads - Formed and unformed

The Land Status Report records that unformed road on the west and northern boundaries the ridgetop tracks and suggests that consideration be given to transfer to the Crown for incorporation into the lease in exchange for easements along the track formation. These roads form part of an extensive network of ridgetop legal access and for that reason alone it may not be prudent to deal with this issue in isolation.

7. Details of any Neighbouring Crown or Conservation Land:

No areas have been identified for inclusion in the Tenure Review.

8. Summarise any uncompleted actions or potential liabilities:

No uncompleted actions or potential liabilities were found.

APPENDIX

Registered under Land Transfer Act - Registered under Section 83, Land Act, 1948

NEW ZEALAND

Entered in the Register-book, Vol. 529 fol. 225

Issued as a Deed of (or in Exchange for) Lease

Foreign References registered in Vol. 445

the 24th day of May

LAND DISTRICT

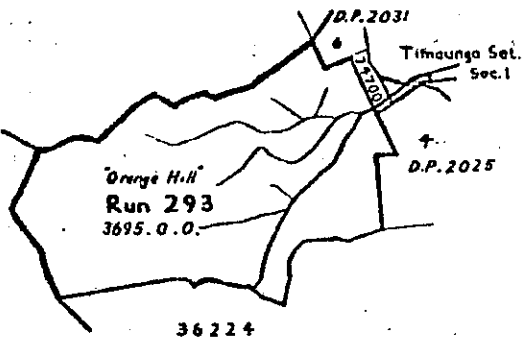
1963, at 2.45 o'clock, P.M.

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P. 6

This Deed, made the ... day of ... between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and ... of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All that piece or parcel of land containing by admeasurement ... acres situated in the Land District of ... and being ...

one thousand nine hundred and ... of the one part, and ... of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All that piece or parcel of land containing by admeasurement ... acres situated in the Land District of ... and being ...



METRIC AREA: 1495.3134 ha
Scale: 1 mile to an inch
S.O. 3195, 3197

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging, TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July, one thousand nine hundred and ... together with the period between the date of this lease and the aforesaid first day of July 1962 Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Canterbury the clear annual rent of ... (£355.0.0) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) by (the receipt of which sum is hereby acknowledged) and thereafter by (half-yearly instalments of) and pence (£ : :) on the 1st day of January and 1st day of July in each year in the same manner as rent.

Subject to the provisions of Section 58 of the Land Act 1948

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

- 1. THAT the Lessee will fully and punctually pay the rent hereinbefore reserved at the times and in the manner hereinbefore named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
- 2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
- 3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
- 4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
- 5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Canterbury (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1928.
- 6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1928.
- 7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
- 8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
- 9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable values in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the first day of the month in which any such premium becomes payable, the receipt for that premium.
- 10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purposes on the said land nor where the timber or tree has been planted by the Lessee.
- 11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1928, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
- 12. THAT officers and employees of the Department of National Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.

13 & 14. See back hereof.

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

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



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529/225

- (4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
 - (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,—
 - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (v) Surface sow in grass any portion of the said land;
- Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.
- 96-1
7-11
THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed sheep on a basis of a count of one for a dry sheep and of one and a half for breeding ewes.
- (6) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 116 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
 - (7) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such lease shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

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

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

Witness: G. L. V. [Signature]
 Occupation: Deputy Clerk and Survey Dept.
 Address: Christchurch.

G. L. V. [Signature]
 Commissioner of Crown Lands.

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

Witness: [Signature]
 Occupation: [Signature]
 Address: [Signature]

[Signature]
Lessee.

13. That without derogating from or restricting the covenants contained in Clause four hereof and on the part of the Lessee to be performed or complied with, the Lessee will not at any time during the said term of the lease on the land more than 2500 sheep which number shall include not more than 990 breeding ewes nor more than 110 breeding cows PROVIDED HOWEVER that the Lessee may with the prior written consent of the Board carry such additional stock on such terms and conditions as may be therein specified subject nevertheless to the right of the Board to revoke or vary such consent at any time.

14. That the Lessee will each year remove all hoggets from the said land during the months of June, July and August.

Transmission 660430 of mortgage 601127 to Alice Elizabeth Squire and Wynn Archdall Raymond - 20.3.1972 at 11.34am. [Signature] A.L.R.

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

Mortgage 601127 to Walter Milleshal Squire - 24/5/1963 at 2.48 pm. [Signature] A.L.R.

Transfer 613 935 to [Signature] of Livingstone - 28/11/1963 at 10.5 am. [Signature] A.L.R.

Valuation of the terms of Mortgage 601127 produced on 12.9.1963 at 11.10 am. [Signature] A.L.R.

Variation of mortgage 601127 - 29.7.1966 at 2.19 pm. [Signature] A.L.R.

Transmission 751500 of Mortgage 601127 to Alice Elizabeth Squire, Wynn Archdall and Wynn Archdall Raymond as Executors - 12.11.1963 at 9.5 am. [Signature] A.L.R.

Variation of mortgage 601127 - 16.9.1969 at 9.10 a.m. [Signature] A.L.R.

Transfer 99073/3 to Cecil Daniel Smith of Maungati, Farmer and Shirley Taylor Smith his wife - 24.9.1976 at 9.27 a.m.

Mortgage 99073/6 to [Signature] Rural Banking and Finance Corporation of New Zealand - 24.9.1976 at 9.27 a.m.

Mortgage 99073/7 to [Signature] James Hardie Speirs - 24.9.1976 at 9.27 a.m. [Signature] A.L.R.

Transfer 125719/1 of part of Mortgage 99073/7 to Geoffrey Stuart Speirs, Dorothy Ann South, Stephen Ross Speirs and Fiona Margaret Speirs as tenants in common in equal shares - 20.4.1977 at 9.43a.m. [Signature] A.L.R.

LAND & DEEDS
 CCL
 24 MAY 1963
 Fee: 2.45
 Fee: 15
 Abn: 2793

Transfer 177353/1 of part of Mortgage 99073/2 to Geoffrey Stuart Speirs, Dorothy Ann South, Stephen Ross Speirs and Fiona Margaret Speirs as tenants in common in equal shares - 19.5.1978 at 9.45 am.

No.683438/3 Memorandum of Priority making Mortgages 683438/1 and 406301/2 second and third mortgages respectively - 26.5.1987 at 10.21a.m.

Mortgage 183058/1 to The Rural Banking and Finance Corporation of New Zealand - 29.6.1978 at 9.47 am.

Variation of Mortgage 683438/1 - 1.5.1990 at 10.16am

Transfer 222881/1 of part of Mortgage 99073/7 to Geoffrey Stuart Speirs, Dorothy Ann South, Stephen Ross Speirs and Fiona Margaret Speirs in shares - 19.4.1979 at 10.48 a.m.

No. A130868/1 Variation of the within lease and extension of the term until 30.6.2028 - 25.8.1994 at 11.58am

Mortgage 240454/1 to The Rural Banking and Finance Corporation - 23.8.1979 at 10.18 a.m.

Variation of Mortgage 683438/1 - 28.6.1995 at 11.35am

Transfer 347828/1 of one-half of his share in Mortgage 99073/7 James Hardie Spiers to Beatrice Mary Spiers - 2.10.1981 at 9.29 a.m.

A308776.2 Transfer to Grange Hills Run Limited

Transfer 406301/9 to Arnold Anthony Turner of Waimate, Farmer (as to an undivided one-third share) and Bridget Elinor Turner his wife (as to an undivided one-third share) and Arnold Anthony Turner of Waimate, Farmer, Bridget Elinor Turner his wife and Edward Oral Sullivan of Timaru, Solicitor (jointly inter se)(as to a one third share) as tenants in common in equal shares - 19.10.1982 at 11.53 am.

Variation of the within Lease

A308776.4 Mortgage to The National Bank of New Zealand Limited

all 22.7.1997 at 2.14

for A.L.R.

Mortgage 406301/10 to Raymond Sullivan Solicitors Nominee Company Limited - 19.10.1982 at 11.53 am.

for A.L.R.

Mortgage 406301/12 to The National Bank of New Zealand Limited - 19.10.1982 at 11.53 am.

for A.L.R.

Mortgage 540212/3 to The Rural Banking and Finance Corporation - 16.4.1985 at 9.32am

No.540212/5 Memorandum of Priority making mortgages 540212/3 and 406301/12 first and second mortgages respectively - 16.4.1985 at 9.32am.

for A.L.R.

Mortgage 683438/1 to The Rural Banking and Finance Corporation - 26.5.1987 at 10.21a.m.

for A.L.R.

DISCHARGED
19/10/82
for A.L.R.

DISCHARGED
19/10/82
for A.L.R.

WELL

DISCHARGED
19/10/82
for A.L.R.

DISCHARGED
26/5/87
for A.L.R.

for A.L.R.

for A.L.R.

for A.L.R.

for A.L.R.

for DLR

7

**APPENDIX A – LAND STATUS REPORT
and supporting plans**

**OPUS INTERNATIONAL CONSULTANTS LIMITED
CHRISTCHURCH OFFICE**

APPENDIX A

Project Number: G 002 - 53SR - 006 YC

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50176 dated 23 September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Grange Hill				LIPS Ref 12711
Property	1	of	1	

Land District	Canterbury
Legal Description	Run 293 situated in Blocks VII, VIII, XI and XII Nimrod Survey District.
Area	1495.3134 hectares
Status	Crown Land subject to the Land Act 1948.
Instrument of title / lease	All Pastoral Lease 529 / 225 pursuant to Section 66 and registered under Section 83 of the Land Act 1948.
Encumbrances	Subject to Part IVA of the Conservation Act 1987 upon disposition.
Mineral Ownership	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the original Maori owners under the 1848 Kemp Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	12 November 1999
[Certification Attached]	Yes

Prepared by	Don McGregor
Crown Accredited Agent	Opus International Consultants Ltd, CHRISTCHURCH

LAND STATUS REPORT for Grange Hill				LIPS Ref 12711
Property	1	of	1	

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.

1. Pastoral lease 529/225 contains a notation for Section 58 strips to be excluded from the lease along all rivers and streams over 3 metres in width. This provision was perpetuated on renewal of the lease and the strips are now deemed to be marginal strips under Section 24(3) of the Conservation Act 1987.
Until these marginal strips are defined for imposition they remain as "notional".
2. There are significant lengths of unformed legal road abutting the boundaries of this property the majority being on the ridgetop to Mt Airini. These roads conform to formed tracks for part of their length only and **consideration should be given to transferring these roads to the Crown (for incorporation into the lease) as appropriate, in exchange for easements along the formed tracks.**

OPUS INTERNATIONAL CONSULTANTS LIMITED
CHRISTCHURCH OFFICE

APPENDIX B

Project Number : G 002 - 53SR - 006 YC

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No : 50176 dated 23 September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Grange Hill Station				LIPS Ref 12711
Property	1	of	1	

Land District	Canterbury	✓
Legal Description	Run 293 situated in Blocks VII, VIII, XI and XII Nimrod Survey District.	✓
Area	1495.3134 hectares.	✓
Status	Crown land subject to the Land Act 1948.	✓
Instrument of title / lease	All pastoral lease 529/225 pursuant to Section 66 and registered under Section 83 of the Land Act 1948.	✓
Encumbrances	Subject to Part IVA of the Conservation Act 1987 upon disposition.	✓
Statute	Land Act 1948 and Crown Pastoral Land Act 1948.	✓

Data Correct as at	01 November 1999
[Certification Attached]	Yes

Prepared by	Don McGregor
Crown Accredited Agent	Opus International Consultants Ltd, CHRISTCHURCH

Certification:

Pursuant to section 11(1)(i) 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: 3/11/1999

Shew

CERTIFICATION

Report to the Chief Surveyor, Christchurch, for a certification of a Status Investigation in respect of Grange Hill Station.

1. Donald McGregor, Property Consultant, Opus International Consultants Ltd, certifies that the status report enclosed for certification is in order for signature.
2. In giving this certification, Donald McGregor, Property Consultant, Opus International Consultants Ltd, undertakes that the status report has been completed in compliance with all relevant policy instructions and in particular, OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.



D McGregor
Opus International Consultants Ltd
01 November 1999

LAND STATUS REPORT for Grange Hill			LIPS Ref 12711
Property	1	of	1

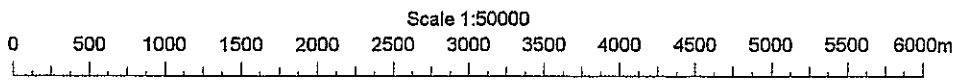
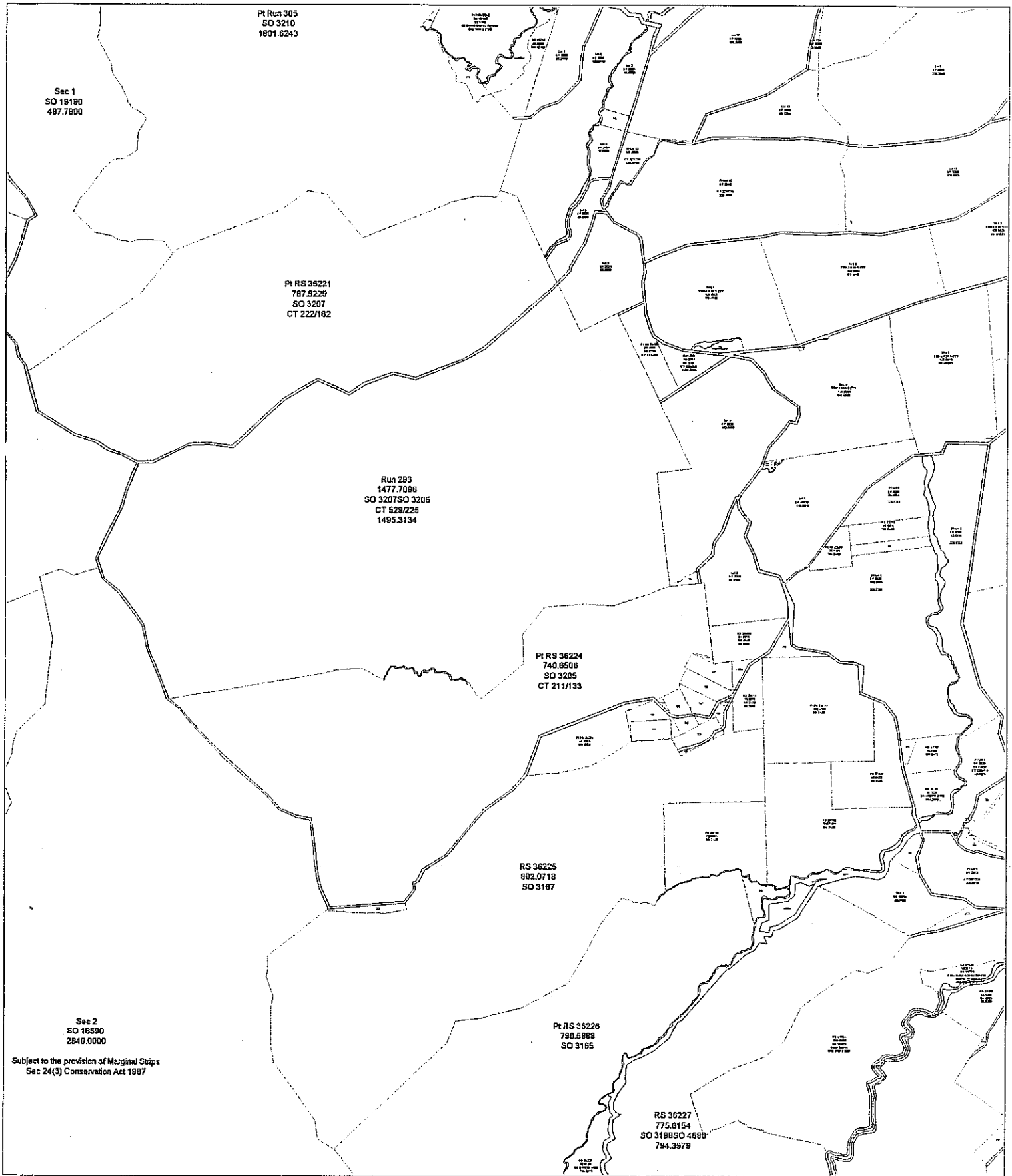
Research Data: Some Items may be not applicable

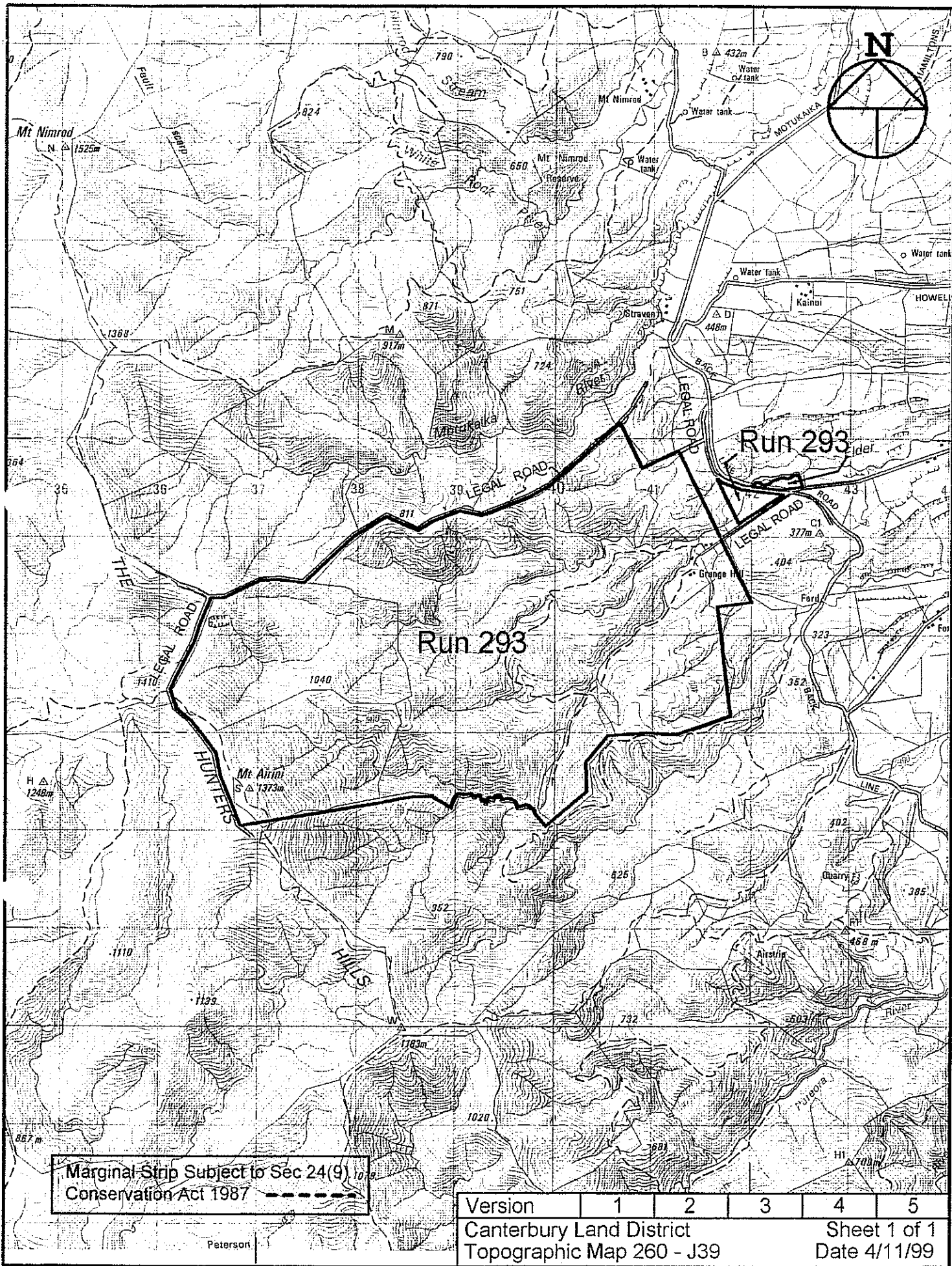
SDI Print Obtained	Yes
NZMS 261 Ref	J 39
Local Authority	Waimate District Council
Crown Acquisition Map	Kemp's Deed
SO Plans	<p>SO 1916 – (approved 30/08/1895) Plan of Road Deviation</p> <p>SO 2799 – Map of Sections in Nimrod S.D. (shows subsequent Part RS 36222 to be a Map Village Reserve – not reserved).</p> <p>SO 3205 – (approved 18/04/1895) – Plan of Nimrod District.</p> <p>SO 3207 – (approved 18/04/1895) Plan of Nimrod District.</p> <p>SO 4960 – (approved 11/07/1912) Part of Timaunga Settlement, Block VIII, Nimrod S.D.</p>
Relevant Gazette Notices	N.A.
CT Ref / Lease Ref	All Pastoral Lease 529 / 225 pursuant to Section 66 and registered under Section 83 of the Land Act 1948.
Legalisation Cards	N.A.
CLR	Confirms Pastoral Lease tenure
Allocation Maps (if applicable)	No allocation to DOC or SOE. Extracts of DOC Allocation maps (SO 17116) and SOE (SO 17065) attached.
VNZ Ref - if known	Not Known
Crown Grant Maps	N.A.
If subject land Marginal Strip:	
a) Type [Sec 24(9) or Sec 58]	a) See Notes above
b) Date Created	b) N.A.
c) Plan Reference	c) N.A.

LAND STATUS REPORT for Grange Hill				LIPS Ref 12711	
Property	1	of	1		

Research – continued

If Crown land – Check Irrigation Maps.	N.A.
Mining Maps	N.A.
<p>If Road</p> <p>a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989</p> <p>b) By Proc</p> <p>c) Gazette Ref</p>	<p>a) SO Plans 3205 and 3207. The original plans sighted denoted the roads abutting the lease as coloured burnt sienna and legal roads under section 110A of the Public Works Act 1928 (now Section 43(1)(d) of the Transit Act 1989.</p> <p>b) Proc Plan</p> <p>N.A.</p> <p>a) Gazette Ref.</p> <p>N.A.</p>
<p>Other Relevant Information</p> <p>a) Concessions - Advice from DOC or Knight Frank</p> <p>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>c) Mineral Ownership</p>	<p>a) No current DOC concessions. DOC has an interest in undefined marginal strips under the Conservation Act 1987.</p> <p>Existence of concessions administered by Knight Frank not determined.</p> <p>b) Searched. N.A.</p> <p>c) Either</p> <p><input type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been totally alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase. Run 293 was formally RS's 36222 and 36223 held in Leases in Perpetuity under Part III of the Land Act 1892 (C'sT 161/170, and 161/270 and subsequently forfeited prior to issue of initially a Small Grazing Run and then the Pastoral Lease. Minerals were reserved to the Crown in respect of leases under the Land Act 1892 and forfeiture would have extinguished any rights in any case.</p> <p><input type="checkbox"/> Contained in [provide evidence].</p>
d) Other Info	d) N.A.



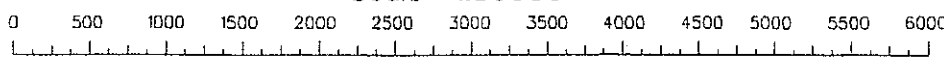


Marginal Strip Subject to Sec 24(9) Conservation Act 1987

Version	1	2	3	4	5
Canterbury Land District					Sheet 1 of 1
Topographic Map 260 - J39					Date 4/11/99

Grange Hills

Scale 1:50000



0 500 1000 1500 2000 2500 3000 3500 4000 4500 5000 5500 6000