

Crown Pastoral Land Tenure Review

Lease name : LONGSLIP

Lease number : PO 020

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.

July

05

KF 12/21



DUE DILIGENCE REPORT TO THE COMMISSIONER OF CROWN LANDS

KF REF: Po020/1 **LINZ REF:** **CASE NO:**

LEASE NAME: Longslip **LESSEE:** Longslip Station Limited

LOCATION:

Longslip Station is located 17 km from the township of Omarama at the entrance to the Ahuriri Valley. The homestead is located at the bottom of the Lindis Pass State Highway (SH8) on the Canterbury side. The property is wedge shaped and contains the south western faces of the Ahuriri River catchment and the headwaters of Timaru Creek and the Lindis Rivers.

DATE OF THIS REPORT:

13 July 1999

LEASE DETAILS:

Land Tenure: Pastoral Lease under Section 66 of the Land Act 1948. (Pastoral Lease No Po020).

Legal Description: Part Run 233 situated in Longslip Survey District and Blocks VI and VII Ahuriri Survey District, Part Run 235A situated in Longslip Survey District, Section 1 Block VII Ahuriri Survey District, Sections 1, 2 and 3 SO Plan 23073, Sections 2 and 4 SO Plan 22899, being all the land contained in Instrument of Title CL 338/37 (Otago Registry).

Area: 15058.6988 ha

Term: 33 years from 1 July 1986 to 30 June 2019

Rental Value: \$540,000 (currently undergoing Land Valuation Tribunal Application)

Annual Rent: \$8,100 (plus GST)

Date of Next Review: 30 June 1997

Lease Stock Limit: 6600 Sheep

Personal Stock Limit: 18000 Sheep (including 7000 wethers) plus
850 Cattle (including 350 breeding cows)

Block Limits: A previous block limit of 3500 adult sheep on the Devils Block from early December to mid April was not stipulated in the last notification of personal stock limitation. (20 August 1996)

LAND STATUS REPORT SUMMARY:

Land Status Report prepared by approved person attached.

SUMMARY OF FEATURES FROM TOPOGRAPHICAL AND CADASTRAL DATA:

A "TV" translator site is shown as present on the low hills above the Birchwood Road. A river recorder is also shown on topographical maps on the Ahuriri River below the above TV site. From files CCL approval to place a water level recorder transmitter site on a hill overlooking the Ahuriri river has been granted to ECNZ and they are now seeking the access easement. It is assumed that the "TV" site is actually the river recorder transmitter.

National Grid Power transmission lines cross the property for a very short distance along the flats adjacent to the Lindis Pass State Highway near the homestead. The local supply line to the Ahuriri Runs crosses the property the full length of the valley flats.

A marginal strip (*Section 58*) is shown to exist along the full boundary of the Ahuriri River. Other rivers that drain the property, being the Avon Burn, Longslip Creek, and the Lindis River are not shown on the Cadastral maps as having any marginal strip.

The western boundary of the property above the Timaru River and the Mount Martha area is unfenced. The majority of the property is boundary fenced except along the Ahuriri River. The fencing along the road and the adjacent Ahuriri river appears to be one of a practical not legal nature.

The lease has two major legal roads affecting it, the main one being the Lindis Pass State Highway (*SH 8*). This is a major public route being tar sealed and double fenced. Comparing the Cadastral and topographical maps it is obvious that this section of road has had major realignment work to straighten the river and avoid two bridges.

The second, Birchwood road, acts as the main access to the runs in the upper Ahuriri valley. This road is of rough, gravelled standard with many fords and only approximately follows the legal line. It is not double fenced along the great majority of its length.

Below the Avonburn confluence a short legal road is shown crossing the Ahuriri River to the north bank.

No paper roads are shown on any other section of the lease.

Within the lease no historic sites are marked but the area is known to have an importance in Maori history as a pathway for coastal groups (Waitaki to Moeraki) to the interior -being to Hawea via the Ahuriri and to the more southern Otago Lakes via the Lindis Pass.

The Proposed District Plan of the Waitaki District Council has no sites marked or issues that would affect the tenure review process.

SUMMARY OF LEASE DOCUMENT :

The legal description, base stock limit and commencement date of the pastoral lease on Crown records held by Knight Frank are in agreement with the Instrument of Title CL 338/37 (*Otago Registry*).

Special covenants exists on the lease related to the right of the Land settlement Board to resume land for better grouping of runs, boundary adjustment, or other purposes.

The principle covenant is:

Should the Land Settlement Board at any time or from time to time, determine that for the better grouping of pastoral runs, or for the provision of better boundaries, or for any other similar purpose, it requires that part of the area affected by these shall be surrendered, (*balance of covenant relates to notification period and delivery of vacant possession*).

Associated with this are 10 additional covenants (J-S) that cover that the determination by the Board shall be final and not contestable, refund of rents, compensation payable and mechanism of arbitration on valuation of improvements disputes.

The title has a number of Memorials related to boundary adjustments.

An exchange occurred between Breast Hill in the area of Mount Prospect - 230 ha in Timaru Creek was surrendered to Breast Hill and 160 ha in the Lindis side if Mount Prospect incorporated into Longslip.

Another small adjustment with Ben Avon Station at the head of the Avon Burn resulted in a surrender of 24.2871 ha and the incorporation of 4.1653 ha. Both these appear to be complete and registered.

Roading alterations of State Highway 8 along Longslip Creek and a closed road section at the Ahuriri turnoff resulted in a number of small parcels being either surrendered or incorporated into the lease. A number of new sections were created during this process. All known adjustments to date have been entered.

Other noteworthy entries include:

424140 Certificate of Alteration varying the covenants conditions and restrictions contained in the within lease 10 June 1974 (*this variation relates to the ownership being transferred to a Company in relation to share transfers, residence of a manager, and liability of company employees*).

448819 Compensation Certificate as part (7335 sq.m.) pursuant to Section 17 of the Public Works Amendment Act 1948 entered at 23 October 1975(*un-discharged*).

583260 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 23 September 1982. (*Still in force until 2015*).

756168 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1 July 1986 and fixing for the first 11 years the annual rent at \$8,100 calculated on the rental value of \$540,000 - 11 June 1990.

903211 Mining Permit under the Crown Minerals Act 1991 over part of the within land in favour of Peter Gordon for the term of ten years commencing 26 February 1996.

953251.1 Mining Permit under the Crown Minerals Act 1991 commencing on 20 May 1998 - 24 August 1998. Certificate of Title 9D/612 issued.

964403.1 Mining Permit under the Crown Minerals Act 1991 commencing on 12 March 1999 - 23 March 1999. Certificate of Title 9D/624 issued.

964406.1 Mining Permit under the Crown Minerals Act 1991 commencing on 12 March 1999 - 23 March 1999. Certificate of Title 9D/626 issued..

966425.1 Notice of arrangement for access to land (*other than for petroleum*) under Section 83 Crown Minerals Act 1991 - 27 April 1999.

966425.2 Notice of arrangement for access to land (*other than for petroleum*) under Section 83 Crown Minerals Act 1991 - 27 April 1999.

The situation re the mining permits and access agreements is discussed in the file search section.

DETAILS OF ANY NEIGHBOURING CROWN OR CONSERVATION LAND:

A marginal strip (*Section 58*) exist for the full boundary of the Ahuriri River. This river and its tributaries are also covered by a National Water Conservation (*Ahuriri River*) Order 1990. This Order effectively maintains minimum flows in the river by prohibiting extractions below certain specified flows at designated points and prohibits granting of Water Rights, damming or allowing discharge of water into it except under very specific rules.

The Avon Burn, Longslip Creek and Lindis Rivers are not identified as having a marginal strip.

A large area (3095 ha) of unallocated Crown Land in the headwaters of Timaru Creek (*commonly known as the Dingleburn UCL*) forms the western boundary of the lease.

A small area of land (4.653 ha being Section 2 Block VI Ahuriri SD CT 155/13) against the boundary with Dalrachney Station on State Highway 8 was identified as "Pre-emptive Right D" associated with the original Run No 235 held by Mclean. This is held by the Crown (*see Certificate of Title attached*).

The lease adjoins a small section of State Forest in the lower section of Timaru Creek on the south western boundary.

The property was assessed under the Protected Natural Areas Programme but none of identified RAP areas (3) have any legal status.

No other Crown land or Conservation Reserves are known to exist.

FILE SEARCH:

The property records have been searched and all folios recorded by volume, folio number, date, content summary, and categorised into four general categories (*title related/unimproved data/conservation/lease administration*). Hard copy of these are held on Crown files held by Knight Frank Alexandra (*see Attachment 2 for details*).

With the exception of some folio numbering jumps (*date sequences are continuous*) and a very few missing folios the records are complete. Confidence is held that all important data has been searched.

This property has a long history of disputes and protracted negotiations on many issues some of which became quite high profile. Many would seem to be quite routine administration issues but ended up as abrasive exchanges.

This report will summarise the important ones and only go into detail where resolution has not been completed and there could be implications or liability for the Commissioner.

Access Dispute:

A access dispute between the lessees of Longslip and Dunstan Downs came about as a result of road realignment in 1975. A Police arbitrated agreement resulted in the non-closure of a small section (2 chains) of the old road that gave Dunstan Downs permanent access. SO 18486 (*Otago Registry*) shows that this was carried out.

Boundary Adjustments:

The exchange of land with Breast Hill in the area of Mount Prospect and a small area with Ben Avon Station at the head of the Avon Burn was completed in 1988. No outstanding actions issues can be identified.

Tracking:

The large scale development of the lease involved extensive tracking along nearly all fence lines. The resultant impact drew hostile public comment and a debate arose as to landscape values and the wisdom of such work. The result was a general tightening of control of such works by administering bodies. While this property will continue to be quoted as classic example of excessive tracking no outstanding actions could be identified.

Unauthorised Cultivation:

An application to cultivate the "Far Moraine Block" was declined in 1995 but the owner completed it without approval. The area contained identified conservation values. A reprimand letter was sent.

Rock Mining:

The removal of rock for sale (*quarried for building purposes and moraine boulders for roading*), the lessors and lessees rights, mining permits, access arrangements, have occupied much of the files over the last three years and appear to be ongoing. Two mining permits and two access agreements are registered on the Instrument of Title. As the situation is current no analysis of outstanding actions is possible.

Road Realignment:

The original road realignment of State Highway 8 carried out in 1976 and the solution of the access dispute with Dunstan Downs appeared to have been completed satisfactorily.

In recent times, due to flood damage affecting the altered road, the lessee has raised a number of issues re compensation, the stability of the creek diversion, old extraction pit restoration, guarantees for future repair and issues of Crown liability.

From files it is obvious that this situation is current and ongoing. No comment can be made

Official Information Requests:

This property has been the subject many requests mostly by the lessee and some from outside bodies (*Federated Mountain Clubs*). From files it appears that all have been responded to either by supply of information or estimates of costs of preparation. No omissions of response were identified.

River Recorder Transmitter:

A transmitter hut and aerial pole was established by New Zealand Electricity Department on the Pastoral Lease in 1969. Crown approval was given (*Volume 2 Folio 291*).

No easement was ever registered to secure the right. Recent files indicate that ECNZ is seeking CCL approval and is currently drawing up a Deed of Easement for registering.

As far as can be determined no outstanding issues or uncompleted actions (*apart from those being currently worked on - Rock removal/road realignment issues/transmitter easements*) have been identified.

GOVERNMENT APPROVED PROGRAMMES APPROVED FOR LEASE:

One Waitaki Catchment Commission Run Plan has been carried out on the lease (*1979 - 1986*) involving extensive erosion control fencing and a fire break access tracking. No land retirement was proposed under the programme. Controls on grazing (*block limitations*) were to be imposed on a second stage programme. (*Condition of NWASCO Approval*). No second stage programme was ever drafted.

The legal agreement for this programme is still registered on the Certificate of Title. It contains maintenance of works clauses (*fencing and tracking*) until 2015 that may affect land retained by the Crown during the tenure review process.

The property was not involved in the Rabbit and Land Management Programme.

The removal of the legal agreement from lands retained by the Crown may be required to allow fence relocation or track removal.

UNCOMPLETED ACTIONS AND POTENTIAL LIABILITIES TO THE COMMISSIONER:

The following have been identified.

- (1) The completion of the Deed of Easement for ECNZ for its river recorder transmitter site has not yet occurred. This is under action.
- (2) An undischarged Compensation Agreement under the Public Works Amendment Act 1948 exists on the Instrument Of Title that will require a letter to the lessee and LINZ as per interim instructions received on 28 July 1999. (*Drafts attached*).
- (3) The existence of the Run Plan legal agreement through to 2015 on the Instrument of Title may cause some inconvenience obtaining a release on any land retained for Crown purpose. The original NWASCO approval conditions relating to the involvement in a second stage plan, where grazing restrictions were to be imposed, has not been met.

- (4) Marginal Strips have not been established on the Avon Burn, Longslip Creek, and Lindis River.
- (5) The National Water Conservation (*Ahuriri River*) Order appears to contain nothing that could impact on the tenure review.
- (6) The Crown liability as claimed by the owner in the current dispute over roading realignment and channel work is noted. No assessment is made as the situation is current.

Overall there are no major issues or uncompleted actions other than above that have potential liabilities to the Commissioner.

We are satisfied that we have fulfilled our duty of reasonable care, using the information we have available, to inform the Commissioner of all incomplete action and potential liabilities concerning the above named lease. No inspection of the lease has been undertaken.

We have relied on Land Status Check and survey information provided to us by qualified persons as being true and correct.

Signed for Knight Frank (NZ) Limited

P. R. Oliver
Consultant 18 / 10 / 99

Gerrit R Taylor
Manager 20 / 10 / 99

Approved/Declined

Commissioner of Crown Lands / /

ATTACHMENTS:

- (1) Recent title search for each tile considered.
- (2) Full list of information sources considered.
- (3) Land Status Check report from qualified person.
- (4) Certificate of Alteration (4224140).
- (5) Copy of The National Water Conservation (*Ahuriri River*) Order 1990.
- (6) Land Improvement Agreement with Catchment Commission on Instrument of Title
- (7) Mining Permits 41/590 & 41591 and access arrangement for Longslip Station Limited.
- (8) Mining Permit 41 338 plus amendment held by Peter Barry Gordon.



DRAFT

Our Ref: Po020/1

LAND RESOURCES DIVISION

18 October 1999

Knight Frank House
41 - 43 Tarbert Street, Alexandra
Telephone: (03) 448 6935
Facsimile: (03) 448 9099

Longslip Station Limited
C/- R G Patterson
Private Bag
OMARAMA

Dear Mr Patterson

RE: UNCOMPLETED PUBLIC WORKS ACT ACTIONS

The Commissioner of Crown Lands requires his agent, Knight Frank, to prepare a Due Diligence Report as part of the tenure review of Longslip Station, and the following actions have been identified as not having been completed:

- Compensation Certificate 448819

The Commissioner of Crown Lands has asked his department to address and complete the actions associated with the Compensation Certificates so they do not delay the tenure review process.

Yours faithfully
KNIGHT FRANK (NZ) LIMITED

P R Diver
for Manager, Alexandra

cc Murray Mackenzie
Crown Property Contracts
CHRISTCHURCH

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Postal Address:

P O Box 27, Alexandra

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

INTERNATIONAL PROPERTY CONSULTANTS

Entered in the LAND REGISTRY OFFICE not under the LAND TRANSFER ACT

Issued as a Renewal of [former Exchange for] Lease

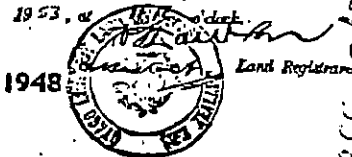
NEW ZEALAND

registered in Vol. 335 fol. 12-7-99

OTAGO LAND DISTRICT

Entered in the Register-book, Vol. 338 fol. 37

15 day of September 1953



Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P.20

This Deed, made the 15th day of March, 1953, between HIS MAJESTY THE KING, with His heirs and successors, is hereinafter referred to as "the Lessor", of the one part, and GORDON JAMES PATTERSON, of the other part, who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee", of the other part, WITNESSETH that in consideration of the sum hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of this Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee all those pieces or parcels of land, situate in the Land District of Otago, and being Run numbered Two Hundred and thirty-three (233) Longolip and Ahuriri Survey Districts

See diagram on separate sheets

(hereinafter referred to as "the soil land"), as the said more particularly delineated in the plan drawn hereon and therein coloured red in outline, together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July, one thousand nine hundred and fifty-three, together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-three, 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 Otago the clear annual rent of Two hundred and seventy-five pounds (\$2,750) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of () (the receipt of which sum is hereby acknowledged) and hereafter by () half-yearly instalments of () pounds () shillings and () pence () on the 1st day of January and () on the 1st day of July in each year in the same manner as aforesaid.

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

1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner to-wit: herebefore 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 from the said land diligently and in a judicious 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 in the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all fire fences and bridges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1950.
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, 1922.
7. THAT the Lessee will clean and clear from weeds and keep open and free, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and disburse with the Commissioner every such policy and, not later than the first day of the day on which any such premium becomes payable, the receipts for that premium.
10. THAT the Lessee will not throughout the term of this 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, fell, or remove any timber, iron, or bush growing, standing, or lying on the said land, and that he will throughout the term of his lease prevent the destruction of any such timber, iron, 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 iron is required for any agricultural, pastoral, household, residential, or building purpose on the said land or where the timber or iron 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, 1950, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and egress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

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

- (1) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (2) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him, and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within the site of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building or dwellinghouse: 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, residential, or building purpose on the said land, but not otherwise.
- (3) THAT upon the expiration of three years of the term hereby granted and thereafter the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 60 (5) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

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- (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, first subject to such conditions as the Commissioner may deem necessary,
 - (a) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (b) Occupy such area of the said land as is sufficient for the use of himself and family and his employees;
 - (c) Plough and sow in grass any portion of the said land;
 - (d) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (e) Garden sow in grass any portion of the said land.
- Provided that the Lessee shall, on the termination of this lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grasses to the satisfaction of the Commissioner.
- (6) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock, and for the purpose of this clause he shall be conclusively deemed to have agreed to receive and be bound by the Settlement Board's decision in respect of the number of stock to be kept on the said land during the winter months which may be based on the price estimate of the Commissioner, as set out in the Schedule to the Land Settlement Board's Order for a lease of one or more acres for a dry sheep unit of one and a half for breeding ewes.
- (7) 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 143 of the Land Act, 1949, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due at the time of such default or for any prior breach of any covenant or condition of the lease.
- (8) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1949, and the provisions of the said Act and of the regulations made thereunder applicable to such 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.

IMPROVEMENTS BELONGING TO THE CROWN AND BUILT PURCHASED BY THE LESSEE

111

In witness whereof the Assistant Commissioner of Crown Lands for the Land District of ... and these presents have also been executed by the said Lessee,

Otago

on behalf of the Lessor, hath hereunto set his

Assistant
Signed by the said Commissioner, on behalf of the Lessee, in the presence of—
Witness: [Signature]
Occupation: Blacksmith - Army Post Office
Address: [Address]

[Signature]
Assistant Commissioner of Crown Lands,

Signed by the above named as Lessee, in the presence of—
Witness: [Signature]
Occupation: Postmistress
Address: [Address]

[Signature]
Lessor

- (9) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 5600 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafter provided) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number (should) he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.
- (10) SHOULD the Land Settlement Board at any time, or from time to time, determine that for the better grouping or pastoral runs, or for the provision of more suitable boundaries, or for any other similar purpose, it requires that part or the area affected by these presents shall be surrendered, then notwithstanding anything hereinbefore contained the Board may at any time during the currency of the term hereby created give to the Lessee notice in writing that as from the expiry of a period specified in such notice (not being less than six months from the date of such notice), it requires the Lessee to surrender his lease in respect of a part of the land affected by these presents as described in such notice and as from the expiry of the period so specified the term hereby created and the right of occupancy hereby granted shall cease and determine in respect of the land specified in such notice and the Lessee shall forthwith deliver up to the Lessor vacant possession of the land so specified.
- (11) THE determination by the Land Settlement Board that any land is required for any of the above-mentioned purposes shall be final and binding on the Lessee and on all persons affected hereby and no person shall be entitled to contend that the land required to be surrendered is not properly required for any of the above purposes.
- (12) A notice in pursuance of the clause (11) hereof may be given by serving the same upon the Lessee personally or by leaving it for him at his place of residence or by sending it to him by registered post addressed to him at his last known place of residence in New Zealand.
- (13) SHOULD the Lessee have paid rent in respect of the land of which possession has been so delivered for a period beyond the date of such delivery, then the Lessee shall be entitled to a refund of such proportion of the rent so paid for such period as the value of the land delivered bears to the value of the whole of the land affected hereby in each case excluding any improvements which are then in existence and unexhausted on the land and which have either been put on the land by the Lessee or his predecessor in title during the term hereby created or have been purchased by the Lessee or his predecessor in title as existing at the commencement of the term hereby created.
- (14) UPON delivery of possession of the land specified in a notice given in pursuance of clause (11) hereof the Lessee shall be entitled to compensation for the value of the improvements which are then in existence and unexhausted on the land of which possession is delivered and which have either been put on the land by the Lessee or his predecessor in title during the term hereby created or have been purchased by the Lessee or his predecessor in title as existing at the commencement of the term hereby created.
- (15) THE value of such improvements shall be such as shall be mutually agreed upon between the Lessor and the Lessee and in default of agreement such value shall be decided by two indifferent persons as arbitrators, one of whom shall be appointed by the Lessor and one by the Lessee.
- (16) THE arbitrators shall before commencing to make their valuations together appoint a third person who shall be an umpire as between them.
- (17) THE decision of the arbitrators if they agree or in such respects as they agree or of the umpire if the arbitrators do not agree or in such respects as they do not agree shall be binding on all parties.
- (18) THE duty of the umpire on reference to him of any question shall be to consider the respective valuations of the two arbitrators in the matter in which their valuations do not agree, and then to decide a fair valuation, which valuation shall be the decision of the umpire; but in giving his decision on any question so referred to him the umpire shall in every case be bound to fix a valuation not exceeding the higher and not less than the lower of the valuations made by the arbitrators respectively.

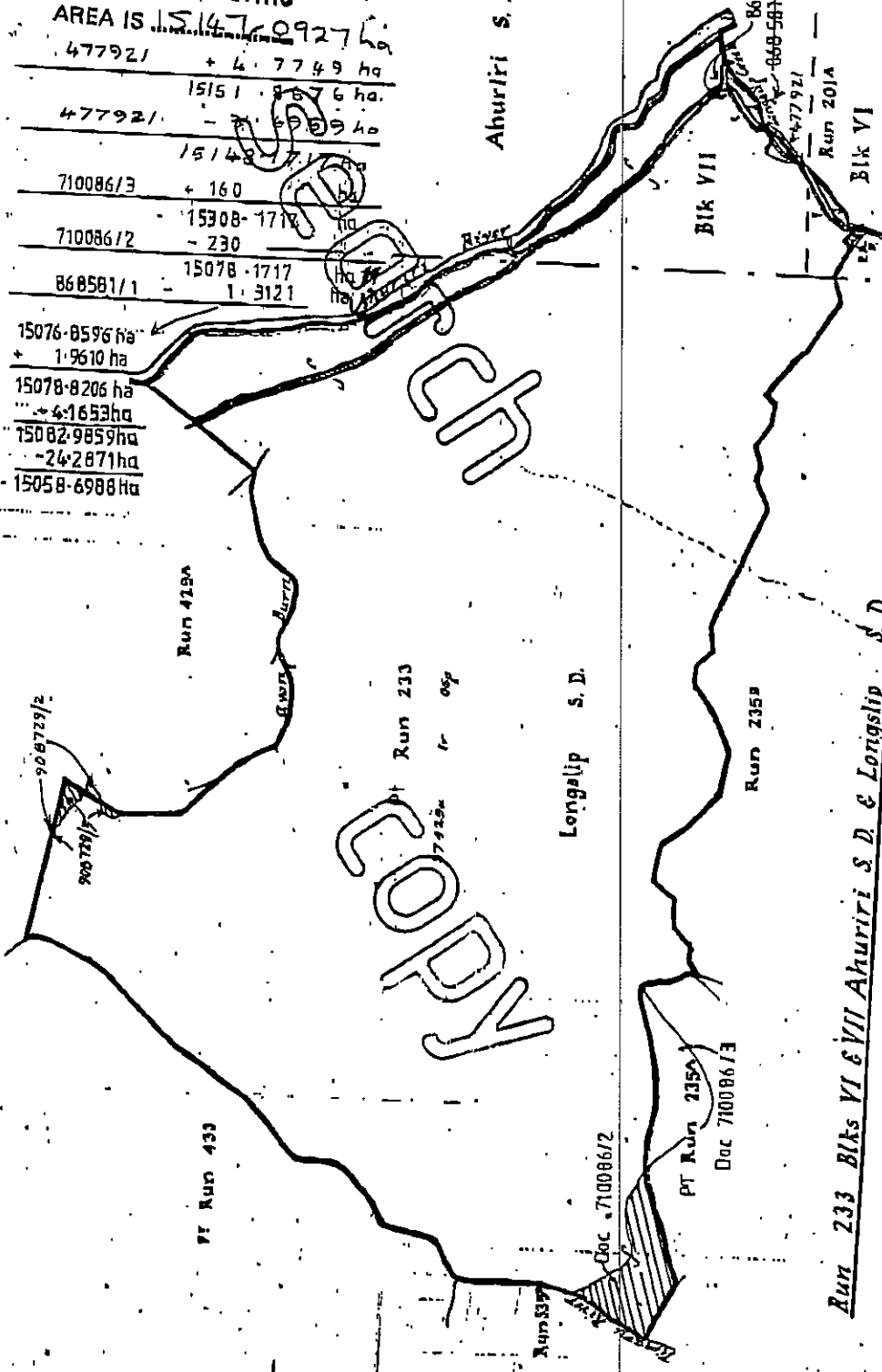
AM
R. nal
R.
/3
L.R.

12-7-99

EQUIVALENT METRIC

AREA IS 15147.0927 ha	
477921 + 47749 ha	
15151 - 8576 ha	
477921 - 8576 ha	
15148.71 ha	
710086/3 + 160 ha	
15008-1717 ha	
710086/2 - 230 ha	
15078-1717 ha	
868581/1 - 13121 ha	

868581/3 + 15076-8596 ha	
19610 ha	
908729/2 + 15078-8206 ha	
41653 ha	
908729/3 + 15082-9859 ha	
242871 ha	
15058-6988 ha	



Run 233 Bks VI & VII Ahuriri S.D. & Longalip S.D.

Scale: 80 chains to an inch.

Provision also made for...
 (4) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each successive term...
 right to obtain, in accordance with the provisions of section 60 (3) of the Land Act, 1918, a new lease of the land hereby leased at a rent to be determined in the manner...
 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.

(x) The provisions herein contained for the making of valuations shall be deemed to be a submission to arbitration under and within the meaning of the Arbitration Act, 1908, or any enactment for the time being in force, in substitution thereof or amendment thereof, and all the provisions of any such enactment shall, so far as applicable, apply accordingly.

(y) On every such arbitration each party shall pay his or their costs of such reference, including the fees of the arbitrator appointed by him or them and the fees incidental to the appointment of the umpire, and the fees of the umpire shall be paid equally by the parties to the arbitration.

G. J. Patterson
A.L.R.

465620/1 Mortgage to Horryng
Patt & Farrell Limited
- 16.9.1976 at 2.32 pm

465620/2 Memorandum of Priority
Ranking Mortgage 465620/1 as a
first Mortgage and Mortgage 424142
as a second Mortgage - 16.9.1976
at 2.32 pm

477921 Gazette Notice proclaiming
part of the within land shown
hatched black on the diagram
hereon as road and proclaiming
part of the road adjoining the
within land shown marked B on the
diagram annexed thereto as closed
road and incorporated in the with-
in Lease subject to Mortgages
465620/1 and 424142 - 16.5.1977
at 11.20 am

397938 Evidence of the change of name
of the Mortgagee in Mortgage 141938 to
NMA Wright Stephenson Holdings Limited
entered 22.1.1973 at 11.20 am

424140 Certificate of Alteration
varying the covenants conditions and
restrictions contained in the within
Lease - 10.6.1974 at 11.40 am

424141 Transfer to Longslip Station
Limited - 10.6.1974 at 11.42 am

424142 Mortgage to Gordon James
Patterson - 10.6.1974 at 11.43 am

448819 Compensation Certificate
as to part (7335m²) pursuant to
Section 17 of the Public Works
Amendment Act 1948 entered 23.10.1975
at 11.10 am

THIS REPRODUCTION (ON A REDUCED SCALE)
CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL REGISTER FOR THE PURPOSES OF
SECTION 151A LAND TRANSFER ACT 1954.

G. J. Patterson
A.L.R.

G. J. Patterson
A.L.R.

465620/1 Mortgage to Horryng
Patt & Farrell Limited
- 16.9.1976 at 2.32 pm

465620/2 Memorandum of Priority
Ranking Mortgage 465620/1 as a
first Mortgage and Mortgage 424142
as a second Mortgage - 16.9.1976
at 2.32 pm

477921 Gazette Notice proclaiming
part of the within land shown
hatched black on the diagram
hereon as road and proclaiming
part of the road adjoining the
within land shown marked B on the
diagram annexed thereto as closed
road and incorporated in the with-
in Lease subject to Mortgages
465620/1 and 424142 - 16.5.1977
at 11.20 am

Part of the within land is now
known as Section 1 Block VII
Aburiri S.D. = 2.6.1977 at 11.13am
See New Appellation 478947/7

509200/3 Mortgage to The Rural
Banking and Finance Corporation
of New Zealand - 20.12.1978 at
11.26 am

509200/4 Mortgage to The National
Bank of New Zealand Limited -
20.12.1978 at 11.28 am

512381/1 Variation of Mortgage 509200/3 -
9.3.1979 at 1.35 pm

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C. 338/37

DISCHARGED

512381/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 9.3.1979 at 1.36 pm

11.7.99

A.L.R.

512381/3 Memorandum of Priority ranking Mortgage 512381/2 as a second Mortgage and Mortgage 509200/4 as a third Mortgage - 9.3.1979 at 1.36 pm

A.L.R.

517494 Variation of Mortgage 512381/2 12.6.1979 at 2.16 pm

A.L.R.

523502/1 Variation of Mortgage 509200/3 - 27.9.1979 at 1.59 pm

A.L.R.

523502/2 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 27.9.1979 at 1.59 pm

A.L.R.

547674 Variation of Mortgage 523502/2 - 5.1.1981 at 1.51 pm

A.L.R.

552564/1 Variation of Mortgage 509200/3 13.4.1981 at 10.09 am

A.L.R.

552564/2 Variation of Mortgage 523502/2 - 13.4.1981 at 10.09 am

A.L.R.

552564/3 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 13.4.1981 at 10.09 am

A.L.R.

552564/4 Mortgage to Gordon James Patterson - 13.4.1981 at 10.09 am

A.L.R.

555438 Variation of Mortgage 552564/3 - 5.6.1981 at 10.16 am

A.L.R.

566945 Variation of Mortgage 552564/3 - 1.12.1981 at 10.15 am

A.L.R.

583260 Land Improvement Agreement under The Soil Conservation and Rivers Control Act 1941 entered 23.9.1982 at 11.59 am

A.L.R.

589798/1 Variation of Mortgage 509200/3 - 9.2.1983 at 11.39 am

A.L.R.

589798/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 9.2.1983 at 11.39 am

A.L.R.

624876 Variation of Mortgage 509200/3 - 5.11.1984 at 11.09 am

A.L.R.

710086/2 Surrender of part of the within lease being Part Run 233 (230ha) shown hatched black hereon effective from 31st December 1984 - 24.8.1988 at 10.26 am.

A.L.R.

710086/3 Certificate of Alteration incorporating in the within lease Part Run 235A Longslip Survey District (160ha) - 24.8.1988 at 10.26 am

A.L.R.

Part of the within land is now known as Section 1 (1460m2) Section 3 (18,1471 ha) and Section 5 (5,9940ha) SO 22899 - 7.9.1988 at 9.04 am See New Appellation 710984/3

A.L.R.

756168 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1.7.1986 and fixing for the first 11 years the annual rent at \$8,100.00 calculated on a rental value of \$540,000.00 - 11.6.1990 at 9.08 am

A.L.R.

774562/5 Mortgage to Rural Banking and Finance Corporation of New Zealand Limited - 8.3.1991 at 9.02 am

DISCHARGED 10 MAY 1993

A.L.R.

774562/6 Memorandum of Priority ranking Mortgage 774562/5 as a first mortgage and Mortgage 552564/4 as a second mortgage - 8.3.1991 at 9.02 am

A.L.R.

778629 Variation of Mortgage 774562/5 - 8.5.1991 at 9.02 am

A.L.R.

DISCHARGED
10.5.1993
A.L.R. J. J. J.

12.7.99

568581/1 Gazette Notice de 11.11.1994

- i that parts of the within land marked "A" (1416m²) and "E" (1.1705ha) on SO Plan 23073 are hereby required for road and shall form part of State Highway No. 8 and shall vest in the Crown on the 21st day of October 1993 and
- ii that parts of the road adjoining the within land marked "B" (4278m²) and "C" (1.0637ha) and "G" (4965m²) on SO Plan 23073 be stopped - 2.11.1994 at 9.21am

A.L.R.

The stopped road adjoining the within land formerly marked B, C, and G on SO Plan 23073 is now known as Sections 1 (4278m²), 2 (1.0637ha) and 3 (4695m²) SO Plan 23073 - 2.11.1994 at 9.21am
See New Appellation 868581/2

A.L.R.

868581/3 Certificate of Alteration incorporating in the within lease Sections 1, 2 and 3 SO Plan 23073 (1.9610ha) - 2.11.1994 at 9.21am

DISCHARGED
7 APR 1998
A.L.R. J. J. J.

894537 Mortgage to The National Bank of New Zealand Limited - 2.11.1994 at 9.47am

A.L.R.

903211 Mining Permit under the Crown Minerals Act 1991 over part of the within land in favour of Peter Barry Gordon for the term of ten years commencing 26.2.1996 - 11.3.1996 at 9.11 am
9D/539

J. J. J.
A.L.R.

908729/2 Certificate of Alteration incorporating Sections 2 & 4 SO Plan 22899 (4.1653 ha) in the within lease - 28.5.1996 at 12.39 pm

J. J. J.
A.L.R.

908729/3 Surrender of the within lease as to Sections 1, 3 & 5 SO Plan 22899 (24,2871 ha) shown hatched black hereon effective from 1st January 1989 - 28.5.1996 at 12.39 pm

J. J. J.
A.L.R.

924105 Variation of Mortgage 894537 - 5.2.1997 at 9.48am

A.L.R.

945726.2 Mortgage to Reid Farmers Limited and Reid Farmers Finance (Otago) Limited - 2.4.1998 at 9.07

M. H. M.
for DLR

953251.1 Mining Permit under the Crown Minerals Act 1991 commencing on the 20.5.1998
24.8.1998 at 9.00
CT 9D/612 issued

M. H. M.
for DLR

964403.1 Mining Permit under the Crown Minerals Act 1991 commencing on the 12.3.1999
9D/624 issued

964406.1 Mining Permit under the Crown Minerals Act 1991 commencing on the 12.3.1999
9D/626 issued

All 23.3.1999 at 9.00

M. H. M.
for RGL

966425.1 Notice of Arrangement for Access to Land (other than for Petroleum) under Section 83 Crown Minerals Act 1991

966425.2 Notice of Arrangement for Access to Land (other than for Petroleum) under Section 83 Crown Minerals Act 1991
all 27.4.1999 at 1.50

H. H. H.
for RGL

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, residential, or building purposes on the said land, but not otherwise.
(c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter as the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in compliance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including the premises provided for the present thereof and all provisions ancillary or in relation thereto.

NEW ZEALAND.

Form B.

155/13

App: 11900
Reference: Vol. 151 folio 9.99
Transfer No.



Register-book
Vol. 151 folio 9.99

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT.

This Certificate, dated the fourth day of August, one thousand nine hundred and 1916, under the hand and seal of the District Land Registrar of the Land Registration District of Waikato doth witness that His Majesty King Edward the Seventh

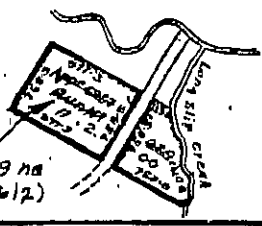
is seized of an estate in fee-simple (subject to such reservations, restrictions, conditions, covenants, liens, and interests as are notified by memorial under written or indorsed hereon, subject also to any existing right of the Crown to take and lay off roads under the provisions of any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon bordered red, to the several subdivisions a little more or less, than is to any: All that parcels of land containing together five hundred and seventy five acres two roods more or less situated in the District of Waikato, Lindis, Lower Hawke and Wakefield being several times heretofore included and thereby for 235 number Applications Nos. 235, 236, 237, and 238 (1897) three thousand and seven hundred and seven (2370) and three thousand seven hundred and seventy six (2376) Pre-emptive Rights on three hundred and thirty six (236) under Applications No. 235, three thousand five hundred and five (2505) and three thousand seven hundred and fifty seven (2757) Pre-emptive right on three hundred and thirty seven (237) under Application No. three thousand seven hundred and fifty six (2756) and Pre-emptive Right on three hundred and thirty five (235) under Application number seven (27) on the filed Pre-emptive Rights of the Provincial District of Waikato the said parcels of land being thereon on the Public Maps of the said District deposited in the Office of the Chief Surveyor at Wellington.

Pre-emptive Rights on
Runs Nos 235, 236, 237, & 238

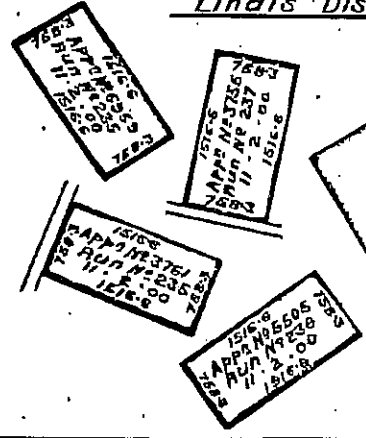
Ahuriri Dist.

EQUIVALENT METRIC
AREA IS 68.9989 ha

U. 4. 6539 ha
(649736/2)

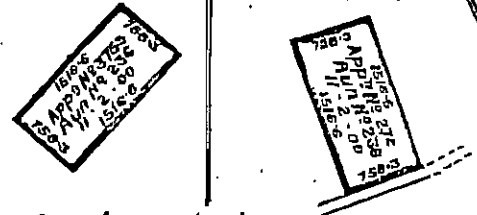


Lindis Dist.



Lower Hawke Dist.

Wakefield Dist.



Scale 10 Chains to an Inch

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.

Pre-emptive Right D (Application 6957) herein is now known as Section 2 Block VI Ahuriri Survey District (4 6539 hectares) See Re-Appellation 649736/2

[Signature]
A.L.R.

OVER

L N B. 1 7

DEPARTMENT OF LANDS AND SURVEY

TELEGRAPHIC ADDRESS: 'LANUS'

FOR VERBAL INQUIRIES
PLEASE ASK FOR M

TELEPHONE No. 770 650



OUR REFERENCE: 3/35/1

YOUR REFERENCE:

DISTRICT OFFICE,
P.O. BOX 896
DUNEDIN

7 January 1986

The District Land Registrar
Land and Deeds Division
Justice Department
DUNEDIN

ALTERATION TO DESCRIPTION

Please note the following alteration to description. A copy of the relevant plan is attached.

SO Plan 16274

Former Description

Pre-emptive Right "D"
Block VI Ahuriri Survey
District.

New Description

Section 2 Block VI
Ahuriri Survey District
Area: 4.6539 ha
CT 155/13

155/13

D Thomson

For Chief Surveyor

1.56 21 JAN 86 649736 2

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR

155/13

1622

Marking Plan



CT

Added Dec 1905

Now Section 2

Blk. VI, Ahuriri S.D.

APPLICANT	<u>John W. Lee 1867-1868</u>
AREA	<u>11 Acres 2 Roods</u>
LOCALITY	<u>RUM No 215</u>
DISTRICT	<u>Indurion</u>

John A. Connell
Surveyor

Chief Surveyor

3016

Chief District Officer

ATTACHMENT 2:

List of Information Sources Considered:

- (1) **Instrument of Title:** 338/37 (*Otago Registry*)
Certificate of Title: 155/13 (*Otago Registry*) - Pre-emptive Right D

- (2) **Crown files for Pastoral Lease Po020:**

Held by Knight Frank Alexandra

<i>Volume 1</i> (Opened 14 November 1917 Folios 1 - 253)	Last entry 3 July 1957
<i>Volume 2</i> (Opened 15 July 1957 Folios 254 - 542)	Last entry 7 January 1981
<i>Volume 3</i> (Opened 9 December 1980 Folios 543 - 632)	Last entry 5 December 1984
<i>Volume 4</i> (Opened 13 December 1984 Folios 633 - 729)	Last entry 15 October 1985
<i>Volume 5</i> (Opened 21 October 1985 Folios 730 - 855)	Last entry 26 July 1989
<i>Volume 6</i> (Opened 6 November 1989 Folios 856 - 948)	Last entry 8 January 1996
<i>Volume 7</i> (Opened 25 January 1996 Folios 1 - 91)	Last entry 5 February 1999
<i>Volume 8</i> (Opened 17 January 1999 Folio 1)	Last entry 10 February 1999

LINZ Christchurch

CPLO/04/11/12433/ZCH/03

(Opened 22 April 1999 Folios 39 - 51) Last entry 5 March 1999

LINZ Dunedin

5200/D14/L13/1/DDN

(Opened 16 December 1997 Folio 1) Last entry-11 April 1999

5200/D14/D03/DNO (*no folios*)

5200/D14/L13/DNO

(Opened 2 April 1993 Folios 43 unnumbered) Last entry 28 February 1997

(Selected material - copies on file Alexandra)

- 5400/02/1100-1-DDM Gravel Reserve
- 5400/02/1106-1-DDM Property Administration Disposal/Crown
- 5400/02/1120-1-DDM CL Stage Highway 1 Longslip Creek.

National Archives (Selected material-copies on file Alexandra)

PW	72/8/16/0	
DN DO	72/8/16/0/1	Claimants (<i>G J Patterson</i>) 19 September 1956 - 13 May 1977
	28/60/0/5	Dalrachney
	28/60/0	1954 - 1959
	28/60/3	3 Volumes 1950 - 1960
	28/64/0/B	2 Volumes 1954 - 1958

(3) *Cadastral Maps:*

NZMS 261 G39 Lake Hawea
H39 Omarama

(4) *Topographical Maps:*

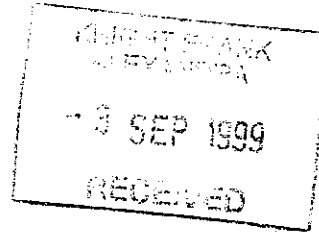
NZMS 260 G39 Lake Hawea
H39 Omarama

(5) *Department of Conservation Reserve Maps held in Twizel:*

(6) *Proposed District Plan - Waitaki District Council:*

2 September 1999

The Manager
Knight Frank (NZ) Ltd
P O Box 27
Alexandra



6 NLI 02 01

Dear Ken

Pastoral Status Checks

Your various letters refer.

Attached are copies of the status checks approved by the Chief Surveyor :

1. Longslip Station
2. Dalrachney Station

Please note the originals of the reports have been forwarded to Murray Mackenzie , LINZ Christchurch.

Yours sincerely

John Kirk
Property Consultant

g:\land status\pastoral\letter knight frank reports.doc

OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE

Project Number 6NLI 02 01 065YD



This report has been prepared on the instruction of Land Information New Zealand and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Longslip Station			
Property	2	of	2

Land District	Otago
Legal Description	Pt Run 433 Longslipside and Longslip Survey District.
Area	3905 ha approximately
Status	Unoccupied Crown Land by memorandum of partial surrender 231990 from Pastoral Lease CL 424/8 :- allocated to the Department of Lands for management or disposal. (Category 18 allocation approved in accordance with Ministerial Committee on Land Allocation decision of 6 September 1988 (MCLA (88) M12-Item 3(c))
Instrument of title / lease	PROMIS No.1106 No instrument of title or / lease.
Encumbrances	Pursuant to Category 18 Ministerial committee decision this area is Crown Lands for review pending a joint report in discussion with adjoining pastoral lessees on boundary rationalisation and grazing opportunities. Report is to be joint between DOC/Landcorp.
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 former Maori owners under 1848 Kemp Purchase
Statute	Allocations in terms of the State Owned Enterprises Act 1987 & the Conservation Act 1987. Managed under Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	20/4/1999
--------------------	-----------

Prepared by	John Kirk <i>[Signature]</i>
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

Certified correct as to status

[Signature]
 Max Haydn Warburton
 Chief Surveyor

Land Information New Zealand, Dunedin.

28 / 7 / 1999

acquished their claim to this land (for landbanking) conditional upon an assurance from the Chief Crown Property Officer / Commissioner of Crown Lands that this block would be considered in the tenure review of Longslip and/or Glen Avon Stations. The Commissioner intends to review this block as a separate parcel of adjoining Crown Land, pursuant to Part 3 of the Crown Pastoral Land Act 1998. Ref letter 4 March 1999 from the Chief Crown Property Officer to Tony Perett of DOC (Dunedin)

2. A draft joint report between Knight Frank (NZ) Limited (formerly Landcorp) / Department of Conservation has been produced.

Research Data Some Items may be Not applicable

Property	2	of	2
SDI Print Obtained	Yes		
NZMS 261 Ref	G39		
Local Authority	Central Otago District		
Crown Acquisition Map	Kemp Purchase		
SO Plan	No Plans		
Relevant Gazette Notices	No Reference		
CT Ref / Lease Ref	Surrender Document 231990		
Legalisation Cards	No Plans		
Plan Index	No Plans		
CLR	No reference LINZ file ref 's:- 5400-02-1106 Pt Run 433 Longslip SD. 5400/02/1100 Gravel Reserve adj S.H. 8- Longslip.		
Allocation Maps (if applicable)	Shown UCL allocation map PROMIS Number 1106		
VNZ Ref - if known	N/A		
Crown Grant Maps			

If Subject is Original Source of Information/ACT

a) Type [Sec 24(9) or Sec 58]

C

b) Date Created

b)

c) Plan Reference

c)

Released under the Official Information Act

Property	2	of	2	
If Crown Land – Check Irrigation Maps.				N/A
Mining Maps				No Reference
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc				a) SO Plan N/A b) Proc Plan c) Gazette Ref

a) Concessions – Advice from DOC or Knight Frank.

b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998

c) Mineral Ownership

d) Other Info

b)

c) Either

Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under [*enter Deed details*]

Contained in [provide evidence].

d)

OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE

Project Number 6 NLI 02 01 065YD



This report has been prepared on the instruction of Land Information New Zealand and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Longslip Station
Property 1 of 2

Land District	Otago
Legal Description	Part Run 233 situated in Longslip Survey District and Blocks VI and VII Ahuriri Survey District, Part Run 235A situated in Longslip Survey District, Section 1, Block VII Ahuriri Survey District, Section's 1, 2 and 3 SO Plan 23073, Section's 2 and 4 SO Plan 22899.
Area	15058.6988 ha
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease P 20
Instrument of title / lease	CL 338/37
Encumbrances	Subject to Land Improvement Agreement under The Soil Conservation and Rivers Control Act 1941. Doc. 583260. Subject to Mining Permits embodied in the register as 9D/539 & 9D/612.
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 former Maori owners under 1848 Kemp Purchase.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998
Data Correct as at	20/4/1999

Prepared by	John Kirk <i>[Signature]</i>
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

Certified correct as to status

[Signature]

Max Haydn Warburton
Chief Surveyor
Land Information New Zealand, Dunedin.

11 9 1999

<p>Notes - This information does not affect the status of the land but was identified as may be requiring further investigation at due diligence stage. See Pastoral Standard 6.</p>	<ul style="list-style-type: none">a) See sheet 2 of 2 for adjoining UCL status checkb) Agreement has been reached between ECNZ Southern Generation and R G Patterson of Longslip Station to draw up a Deed of Easement covering a water level data transmission site on Longslip Station. The easement will include an access road, a site of a concrete shed, a transmission pole, and an inward signal line from the Ahuriri river.c) A field inspection may be required to ascertain if Longslip Creek, Avon Burn, Lindis River and other streams within this pastoral lease could be subject to Section 24 of the Conservation Act 1987. This aspect would be satisfied on renewal of this lease on 1 July 2020 or on disposition. The Riverbank Reserve created under section 129 of the Land Act 1924 along the Ahuriri River is now deemed to be a marginal strip of the same width (s. 24(3) Conservation Act 1987 effective date 10/4/90) the boundaries of the marginal strip do not change (s.24G(7) Conservation Act 1987) .
--	--

Research Data Some items may be not applicable

Properly	1	of	1	
SDI Prii. Obtained	Yes			
NZMS 261 Ref	G39 & H39			
Local Authority	Waitaki District & Central Otago District			
Crown Acquisition Map	Kemp			
SO Plan	<p>SO 1387 Plan of adjoining Run 210A SO 9872 Plan of road to be taken Runs 233 & 533. SO 17613 Redefinition of State Forest. Definition of adjoining DOC allocation D*G43*1*CO SO 18486 Land to be taken and road to be closed. Part of S.H. 8 Omarama –Lindis Pass Road. Closed Road now Section 1 SO 18486. Comp cert. 448819 SO 22898 Survey Traverses SO 22899 Boundary adjustment on northern boundary Sections 2 & 4 SO 22899 Incorporated into this lease by SO 23073 Land required for road , road to be stopped, severances at junction of Birchwood road and S.H.8 Omarama –Lindis Pass Road Sections 1,2 & 3 SO Plan 23073 incorporated into this pastoral lease (Doc 868581/3).</p>			
Relevant Gazette Notices	<p>NZ Gazette 1993 page 3109 (Gazette notice 868581/1) Declaring leasehold estate acquired for road, Crown Land taken for road and stopped road at Birchwood Corner in the Waitaki District. Defined on SO 23073.</p> <p>NZ Gazette 1977 page 1269 (Gazette notice 477921) Land proclaimed as road and road closed and incorporated into pastoral lease No.P20 CL 338/37. Defined on SO 18489.</p> <p>NZ Gazette 1941 page 1863 (No record of registration) Land proclaimed as Road under the provisions of Land Act 1924. Area = 0a-2r-35p on SO 9872 being part Run 233.</p>			
CT Ref / Lease Ref	CL 338/37			
Legalisation Cards	<p>SO 18486 SO's 22899 & 22898 SO 23073</p>			
Plan Index	Closed Road & Run Index Searched Longslip & Ahuriri Survey Districts.			

CLR: RELEASED UNDER THE OFFICIAL INFORMATION ACT C	CONFIRMS Crown Land [Pastoral Land] Status
Allocation Maps (if applicable)	Checked No allocations to DOC ,SOE's & Other SOE's . Note:- adjoins DOC allocation D*G43*1*CO SO 22254. Allocated pursuant to s 62 of the Conservation Act 1987.
VNZ Ref - if known	N/A
Crown Grant Maps	Shows the laying off of Riverbank Reserve Section 129, Land Act 1924.
If Subject land Marginal Strip : a) Type [Sec 24(9) or Sec 58]	Riverbank Reserve Section 129 Land Act 1924
b) Date Created	29/2/1932
c) Plan Reference	Crown Grant Records Ahuriri S D F3 Longslipside S D part Runs 556 & 532.

Released under the Official Information Act

Property	1	of	1	
If Crown land – Check Irrigation Maps.				N/A all in Pastoral Lease.
Mining Maps				<p>Mining Licences found :- Mining licence 41-338 embodied in the register as 9D/539. Mining licence 41-538 embodied in the register as 9D/612. Mining applications 41-590 & 41-591 applicant Longslip Station Limited-R G Paterson (41-590 Mineral applied for Greywacke, 41-591 Mineral applied for gravel & sand.)</p>
<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>a) SO Plan 18486 shown marked as “A” area 3.6959 ha.</p> <p>b) Proclaimed as road pursuant to section 29 of the Public Works Act 1948.</p> <p>c) Gazette 1977 page 1269 (Gazette notice 477921)</p> <p>a) SO Plan 23073 shown marked as “A” “E” total area 1.3121 ha.</p> <p>b) Declared leasehold estate acquired for road, and Crown Land taken for road pursuant to sections 20(1) and 28 of the Public Works Act 1981 and section 60 of the Transit New Zealand Act 1989 the Road acquired forms part of State Highway No. 8 and is vested in the Crown.</p> <p>c) Gazette 1993 page 3109 (Gazette notice 868581/1)</p>

Other Released Information OFFICIAL INFORMATION ACT

a) Concessions – Advice from DOC or Knight Frank.

b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998

c) Mineral Ownership

d) Other Info

b) No

c) Either Crown

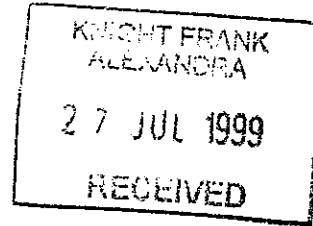
Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under *[enter Deed details]*

Contained in *[provide evidence]*.

d)

23 July 1999

Ken Taylor
The Manager
Knight Frank (NZ) Ltd
P O Box 27
Alexandra



Dear Sir

Plans of Pastoral Leases for attachment to Status Checks

Attached are the original plans which have been produced as part of the status checks for the following properties :

1. Dalrachney
2. Longslip
3. Glen Nevis
4. West Wanaka
5. Glendhu
6. Dingleburn
7. The Knobbies
8. Mt Burke
9. Cairn Hill

Yours faithfully

A handwritten signature in black ink, appearing to read "John Kirk".

John Kirk
Property Consultant

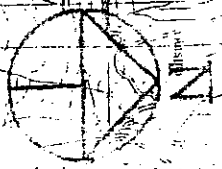
Joining Line See Sheet 1 of 6

PT RUM 283

See Sheet 4 of 6

See Sheet 6 of 6

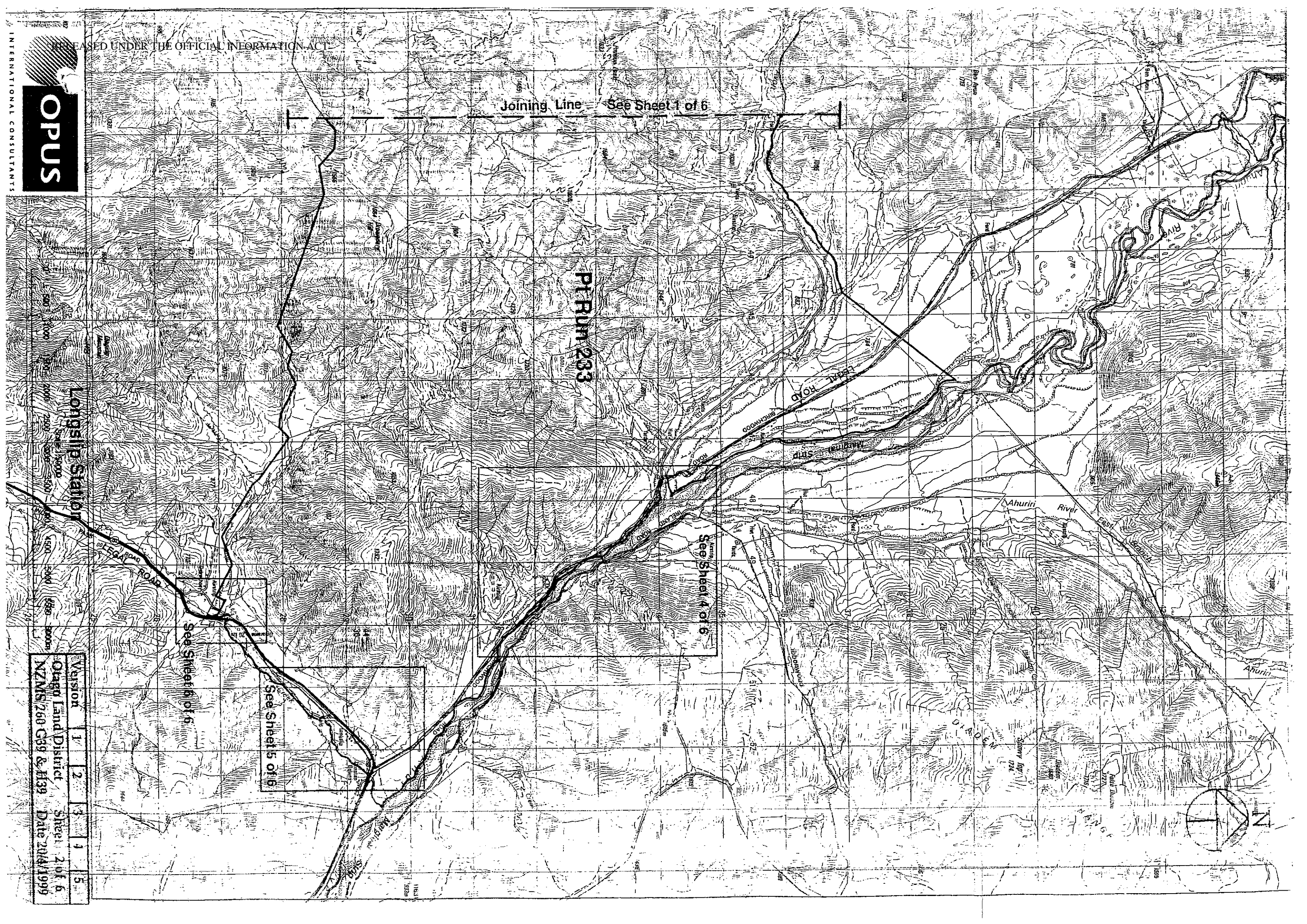
See Sheets 6 of 6



Longship Station

Scale 1:5000

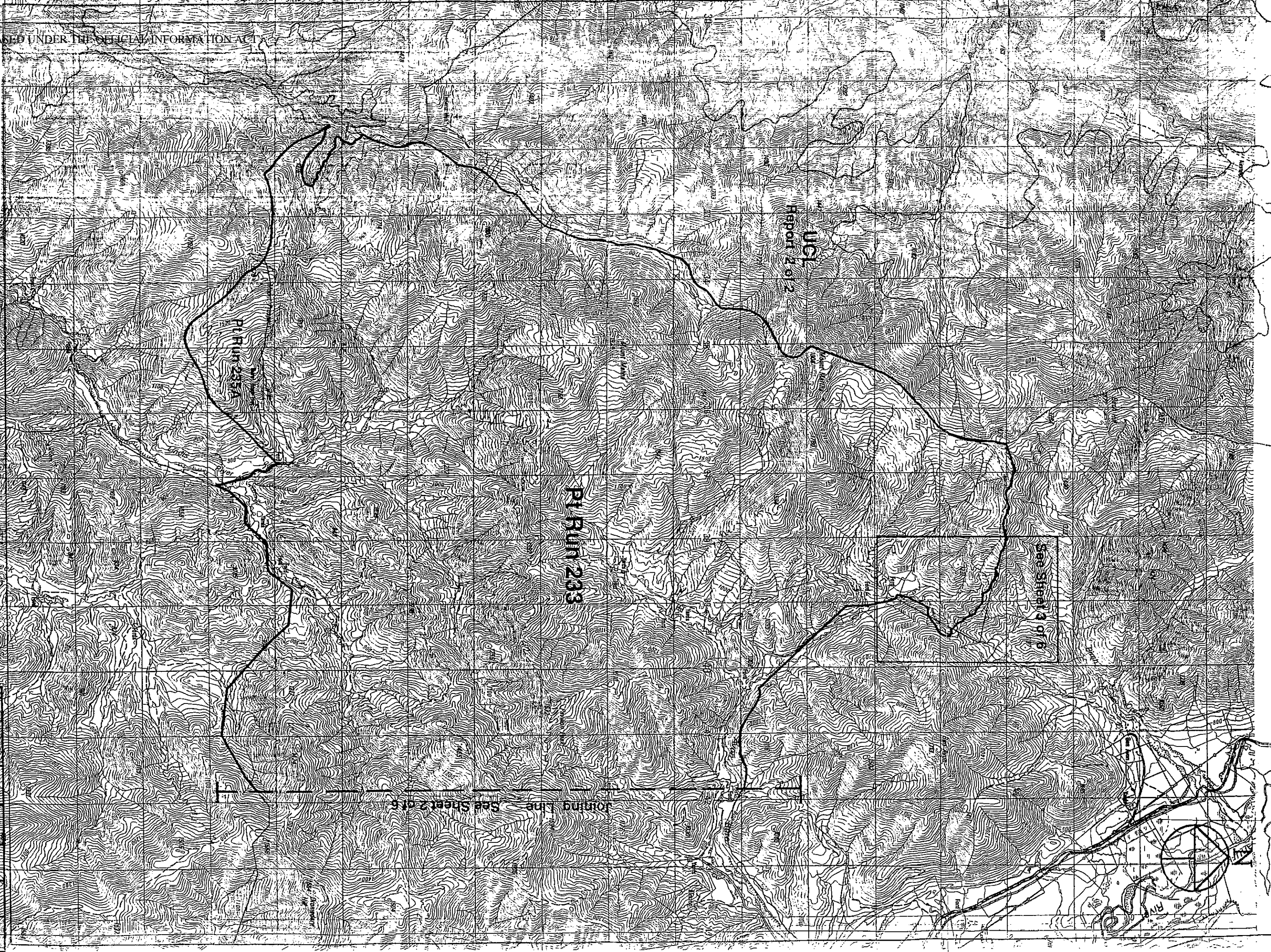
Version	1	2	3	4	5
Chago Land District					
NZMS 260 C39 & H39					
Sheet				2 of 6	
Date				20/4/1999	





Longship Station

Sheet 1 of 5
Date 20/4/2009



Boundary line - See Sheet 2 of 5

See Sheet 2 of 5

UCI
Report 2 of 2

Pt Run 233

Pt Run 234

RIVER