

## **Crown Pastoral Land Tenure Review**

**Lease name : MICHAEL PEAK**

**Lease number : PO 330**

### **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.

**June 09**



**DUE DILIGENCE REPORT**  
**CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:**  
**MICHAEL PEAK PASTORAL LEASE**

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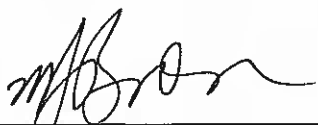
File Ref: CON/50269/09/12578/A    Report No: DN0105    Report Date: 21/03/2002  
Office of Agent: Dunedin    LINZ Case No: TR02/391    Date sent to LINZ: 27/3/02

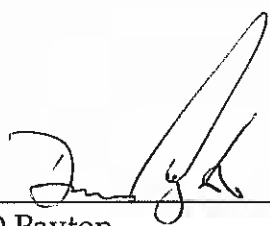
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**RECOMMENDATIONS**

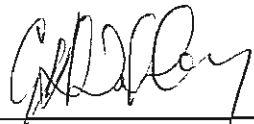
1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** there are no incomplete actions or potential liabilities.

**Signed by Opus:**

  
\_\_\_\_\_  
M Brown  
Property Consultant

  
\_\_\_\_\_  
D Payton  
Contract Manager

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

  
\_\_\_\_\_  
Name: GRANT KASPER WEBLEY  
Date of decision: 17 / 4 / 02

**1. Details of lease:**

**Lease Name:** Michael Peak  
**Location:** In three parts, with the two home blocks separated by the Manuherikia River located adjacent to State Highway 85, 50 kilometres from Alexandra; and the hills block accessible from the St Bathans Loop Road some 45 kilometres to the north.  
**Lessee:** VG Waldron and Company Limited  
**Tenure:** Pastoral Lease under the Land Act 1948 – Po330  
**Term:** 33 years from 1 July 1986  
**Annual Rent:** \$6,075.00  
**Rental Value:** \$270,000.00  
**Date of Next Review:** 30 June 2008  
**Land Registry Folio Ref:** OT 4D/401 (Otago Land Registry)  
**Legal Description:** Run 684 Hawkdun Survey District, Sections 2, 3, 4, 13 and 14 Block VIII and Run 784 Blackstone Survey District.  
**Area:** 5038.6600 hectares

**2. File Search**

Files held by Knight Frank Limited on behalf of LINZ:

File Reference	Volume	From	To
CON/50213/09/12578/A-ZNO	1	01/07/2000	Date
Po/330-SDN-05	5	29/06/1995	30/06/2000

Files Held by Opus International Consultants Limited on behalf of LINZ:

File Reference	Volume	From	To
CON/50269/09/12578/A-ZNO	1	19/01/2002	Date

Other relevant files held by LINZ:

File Reference	Volume	From	To
Po/330-SDN-04	4	27/04/1974	30/06/1995
Po/330-SDN-03	3	08/04/1963	26/04/1974
Po/330-SDN-02	2	14/07/1953	01/04/1963

**3. Summary of lease document:**

**Terms of lease**

*Stock Limitation in Lease*

3150 sheep (including not more than 1200 breeding ewes) plus 10%.

*Commencement Date*

1 July 1986

### *Special Provisions*

There are no special provisions in the lease.

### **Area adjustments**

There are no area discrepancies

### **Registered interests**

- Exploration Licence embodied in Register OT9D/158 – 7.5.1986
- 745993.1 Memorandum varying the covenants conditions and restrictions contained in the within lease – 22.1.1990
- 763361 Memorandum renewing the term of the within lease for a further period of 33 years commencing 1.7.1986 and fixing (for the first 11 years) the annual rent at \$4,500.00 calculated on a rental value of \$300,000.00 – 14.9.1990
- 946098.7 Mortgage to Reid Farmers Limited and Reid Farmers Finance (Otago) Limited – 8.4.1998

### **Unregistered interests**

There are no known unregistered interests in the property.

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

There are no government programmes approved for this lease.

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

Opus International Consultants Limited undertook a Land Status Check on 1 March 2002. This Check confirms the status of the Land as Crown Land under the Land Act 1948, subject to Pastoral Lease Po330. A copy if the report is attached as Schedule A to this report.

The following items were noted for information:

- A grant of Right (in gross) registered as 16D/1007 to convey water in favour of the Blackstone Irrigation Company Limited is not recorded as a subject right on the current title for the lease [OT4D/401].
- Exploration Licence 9D/158 expired in May 1988.

### **6. Review of topographical and cadastral data:**

A review of the topographic and cadastral data indicates the following:

- There are two unformed legal roads crossing the North Home Block.
- There are inconsistencies between the fenced and legal boundaries on the Run Block.

**7. Details of any neighbouring Crown or conservation land**

Neighbouring Crown or Conservation Lands are detailed as follows:

**Run Block**

	Legal Description	Status	Owner/Lessee
North	Run 210F	Pastoral Lease (Twin Burn)	Her Majesty the Queen/ Dunstan Peaks Limited
South	Run 582	Pastoral Lease (Two Mile)	Her Majesty the Queen/ Southern Lakes Holdings Limited
East	Run 322E	Pastoral Lease (Berwen Station)	Her Majesty the Queen/ SR & PE Croft

**North Home Block**

	Legal Description	Status	Owner/Lessee
East	Crown Land Block VIII Blackstone Survey District	Marginal Strip	Department of Conservation

**South Home Block**

	Legal Description	Status	Owner/Lessee
South	Section 5 Block XI Blackstone Survey District	Former Pastoral Lease (Blackstone Hill)	RR & RR Hore

There is no indication that any of these parcels should be included in the Tenure Review.

**8. Summarise any uncompleted actions or potential liabilities:**

There are no uncompleted actions or potential liabilities that may affect the tenure review of this property.

It is noted that the lessees also hold Pastoral Occupation Licence O/064 Michael Peak. This property is presently proceeding through the tenure review process.

***Schedule A – Land Status Report***

**OPUS INTERNATIONAL CONSULTANTS LIMITED  
DUNEDIN OFFICE**

Project number 6NLITR.02/306YD



**OPUS**

INTERNATIONAL  
CONSULTANTS

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50269 dated September 2001 and is undertaken for the purposes of Tenure Review in terms the Crown Pastoral Land Act 1998.

<b>LAND STATUS REPORT for Michael Peak</b>				LIPS Ref 12578
Property	1	of	1	
Land District	Otago			
Legal Description	Run 684 Hawkdun Survey District, Sections 2, 3, 4, 13 and 14 Block VIII and Run 784 Blackstone Survey District.			
Area	5038.6600 ha			
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease P.330			
Instrument of title / lease	OT 4D/401			
Encumbrances	Subject to Memorandum of Transfer 885914 being a grant of Right (in gross) to convey water [encompassed in the register as CT OT16D/1007].			
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 the 1848 Kemp Purchase.			
Statute	Land Act 1948 and Crown Pastoral Land Act 1998			
Correct as at	1 March 2002			
[Certification Attached]				
Prepared by	Garry Patrick			
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin			

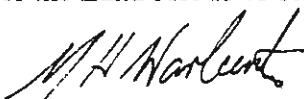
Peer reviewed by J Kirk

41 3 /2002

<b>LAND STATUS REPORT for Michael Peak</b>				<b>LIPS Ref 12578</b>	
<b>Property</b>	<b>1</b>	<b>of</b>	<b>1</b>		

**Certification**

Pursuant to Section 11(1)(1) 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 under the Land Act 1948 subject to Pastoral Lease OT4D/401



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

12 1 3 12002

**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.**

**Files not available for due diligence at time of preparation of status report.**

**The grant of Right (in gross) to convey water is not recorded as a subject right on the current title for the lease [OT4D/401].**

**Exploration Licence 9D/158 expired in May 1988.**



<b>LAND STATUS REPORT for Michael Peak</b>				LIPS Ref 12578
Property	1	of	1	

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

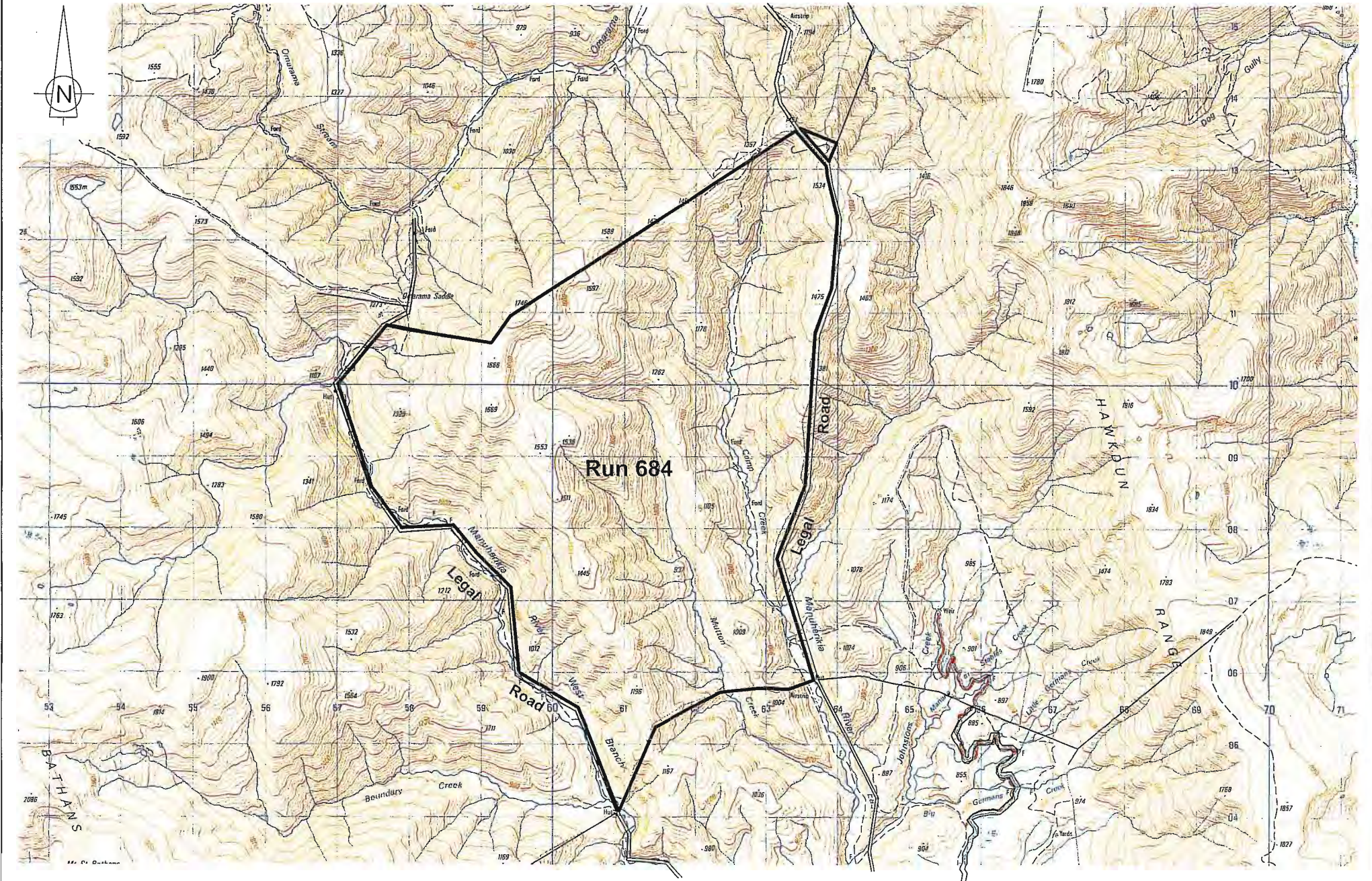
SDI Print Obtained	Yes.
NZMS 261 Ref	H40 and H41.
Local Authority	Central Otago District Council.
Crown Acquisition Map	Kemp.
SO Plan	SO 1380 of Oct 1915 being a plan of Run 684. SO 17147 of February 1971 being a plan of Run 784. SO 217 of March 1879 being a plan of Part Block VIII Blackstone SD. SO 1551 of July 1917 being a plan of Sections 13 & 14 Block VIII Blackstone SD.  Sighted but not relevant to status – SO's 9927, 20971, 20972, 3420, 9928, 223, 606 and 604.
Relevant Gazette Notices and / or Computer interest register.	OT16D/1007 being a right to convey water in favour of the Blackstone Irrigation Company Limited.
CT Ref / Lease Ref	CL OT 4D/401 – current lease. CL OT338/137 – the prior Pastoral Lease subdivided in 1971. Variation of Lease 763361 [lease renewal]. Variation of Lease 745993.1 [restrictions on transfer of shares]. OT9D/158 Exploration Licence – Expired.
an Index	Sighted. Run 684 SO 1380. Run 784 SO 17147 Sec 2 SO 217 Sec 3 SO 217 Sec 4 SO 217 Sec 13 SO 3436 Sec 14 SO 1551.
Legalisation Cards	No card found for SO's 217, 1551, 17147 and 3436 [withdrawn]. Card for SO 1380 but nothing relevant to subject land.
Statutory Actions (Landonline)	Statutory action in respect to SO 1551 for Section 58 strips.
CLR	Sighted. Supports Pastoral classification.

<b>LAND STATUS REPORT for Michael Peak</b>				<b>LIPS Ref 12578</b>
<b>Property</b>	<b>1</b>	<b>of</b>	<b>1</b>	

Allocation Maps (if applicable).	H40 and H41 - DoC, SOE and Proposed SOE Claims maps sighted. Nothing noted within peripheral boundaries of Runs/Sections but DoC maps shows allocation H41/7 adjacent Run 784. Not investigated further.
VNZ Ref - if known	28241/15200 & 28241/19500
Crown Grant Maps	N/A
If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 24(3)]  b) Date Created  c) Plan Reference	a) Sec 24(3)  b) July 1917 c) Coloured pink on SO 1551 [adjoining Manuherikia River]  Other plans of Marginal Strips on properties adjoining are SO 1380 a-b for East Branch Manuherikia. SO 1386 a-b for West Branch Manuherikia.
If Crown land – Check Irrigation Maps.	H40 Sighted. Nothing found. H41 notes two rights H41/5 & 7. These are the rights created by Memo of Transfer 885914.
Mining Maps	H40 Nothing. H41 notes PP 39-052. Registered as 9D/585 - Expired 14 April 1999 & EP 33/326 registered as 9D/158 – Expired 19/5/1988.
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
Other Relevant Information a) Concessions – Advice from DOC or Knight Frank.  b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998	a) No DoC concessions.  b) No known requirements.

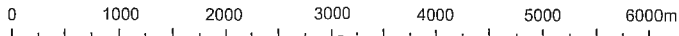






Micheal Peak

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INTERNATIONAL CONSULTANTS

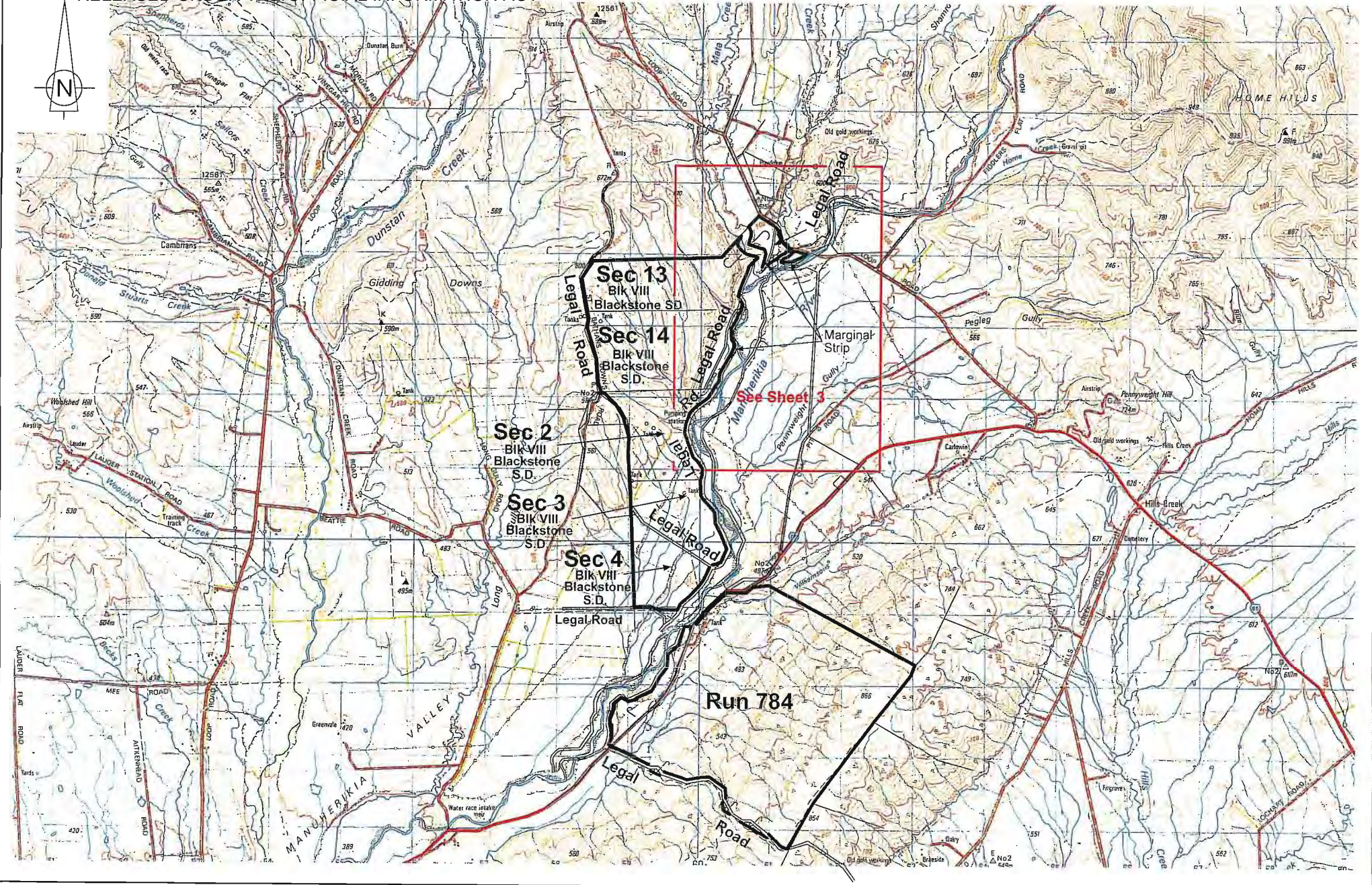
Graphics by : TL Survey services Ltd DUNEDIN

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Otago Land District  
NZMS 260 H.40

Sheet 1 of 3  
Date 4/03/2002

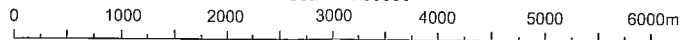




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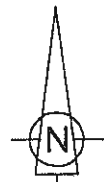
Micheal Peak

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Version	1	2	3	4	5
Otago Land District	Sheet 2 of 3				
NZMS 260 H 41	Date 27/02/2002				





**Sec 13**  
**Bik VIII**  
**Blackstone S.D.**

**Sec 14**  
**Bik VIII**  
**Blackstone S.D.**

**Sec 2**  
**Bik VIII**  
**Blackstone S.D.**

**Legal Road**

**Legal Road**

**Marginal Strip**

**Marginal**

**Marginal Strip**

**Marginal**

**Strip**

<b>Version</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Otago Land District</b>	<b>Sheet 3 of 3</b>				
<b>NZMS 260 H.41</b>	<b>Date 28/02/2002</b>				

**Michael Peak**

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Graphics by :  
TL Survey Services Ltd DUNEDIN

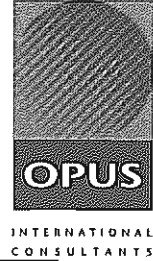


# LAND STATUS REPORT

OPUS INTERNATIONAL CONSULTANTS LIMITED  
DUNEDIN OFFICE

Project Number 6NLITR.02/ 306YD

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<b>LAND STATUS REPORT for Michael Peak</b>				LIPS Ref 12578
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<b>Legal Description</b>	Run 684 Hawkdun Survey District, Sections 2, 3, 4, 13 and 14 Block VIII and Run 784 Blackstone Survey District.			
<b>Area</b>	5038.6600 ha			
<b>Status</b>	Crown Land under the Land Act 1948 subject to Pastoral Lease P.330			
<b>Instrument of title / lease</b>	OT 4D/401			
<b>Encumbrances</b>	Subject to Memorandum of Transfer 885914 being a grant of Right (in gross) to convey water [encompassed in the register as CT OT16D/1007].			
<b>Mineral Ownership</b>	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase.			
<b>Statute</b>	Land Act 1948 and Crown Pastoral Land Act 1998			

<b>Data Correct as at</b>	1 March 2002
<b>[Certification Attached]</b>	
<b>Prepared by</b>	Garry Patrick
<b>Crown Accredited Agent</b>	Opus International Consultants Ltd, Dunedin

Peer reviewed by J Kirk

4/3 /2002



**LAND STATUS REPORT for Michael Peak**

LIPS Ref 12578

Property 1 of 1

**Certification**

Pursuant to Section 11(1)(l) of the Survey Act 1986 and acting under delegated authority of the Surveyor-General pursuant to Section 11(2) of that Act, I hereby certify that the land described above is Crown Land under the Land Act 1948 subject to Pastoral Lease OT4D/401



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

12 / 1 / 3 / 2002

**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.**

**Files not available for due diligence at time of preparation of status report.**

**The grant of Right (in gross) to convey water is not recorded as a subject right on the current title for the lease [OT4D/401].**

**Exploration Licence 9D/158 expired in May 1988.**

<b>LAND STATUS REPORT for Michael Peak</b>				LIPS Ref 12578
Property	1	of	1	

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

SDI Print Obtained	Yes.
NZMS 261 Ref	H40 and H41.
Local Authority	Central Otago District Council.
Crown Acquisition Map	Kemp.
SO Plan	SO 1380 of Oct 1915 being a plan of Run 684. SO 17147 of February 1971 being a plan of Run 784. SO 217 of March 1879 being a plan of Part Block VIII Blackstone SD. SO 1551 of July 1917 being a plan of Sections 13 & 14 Block VIII Blackstone SD.  Sighted but not relevant to status – SO's 9927, 20971, 20972, 3420, 9928, 223, 606 and 604.
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CLR	Sighted. Supports Pastoral classification.

**LAND STATUS REPORT for Michael Peak**

**LIPS Ref 12578**

Property 1 of 1

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Crown Grant Maps	N/A
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Other Relevant Information a) Concessions – Advice from DOC or Knight Frank.  b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998	a) No DoC concessions.  b) No known requirements.

**LAND STATUS REPORT for Michael Peak**

LIPS Ref 12578

Property 1 of 1

c) Mineral Ownership

c) Either

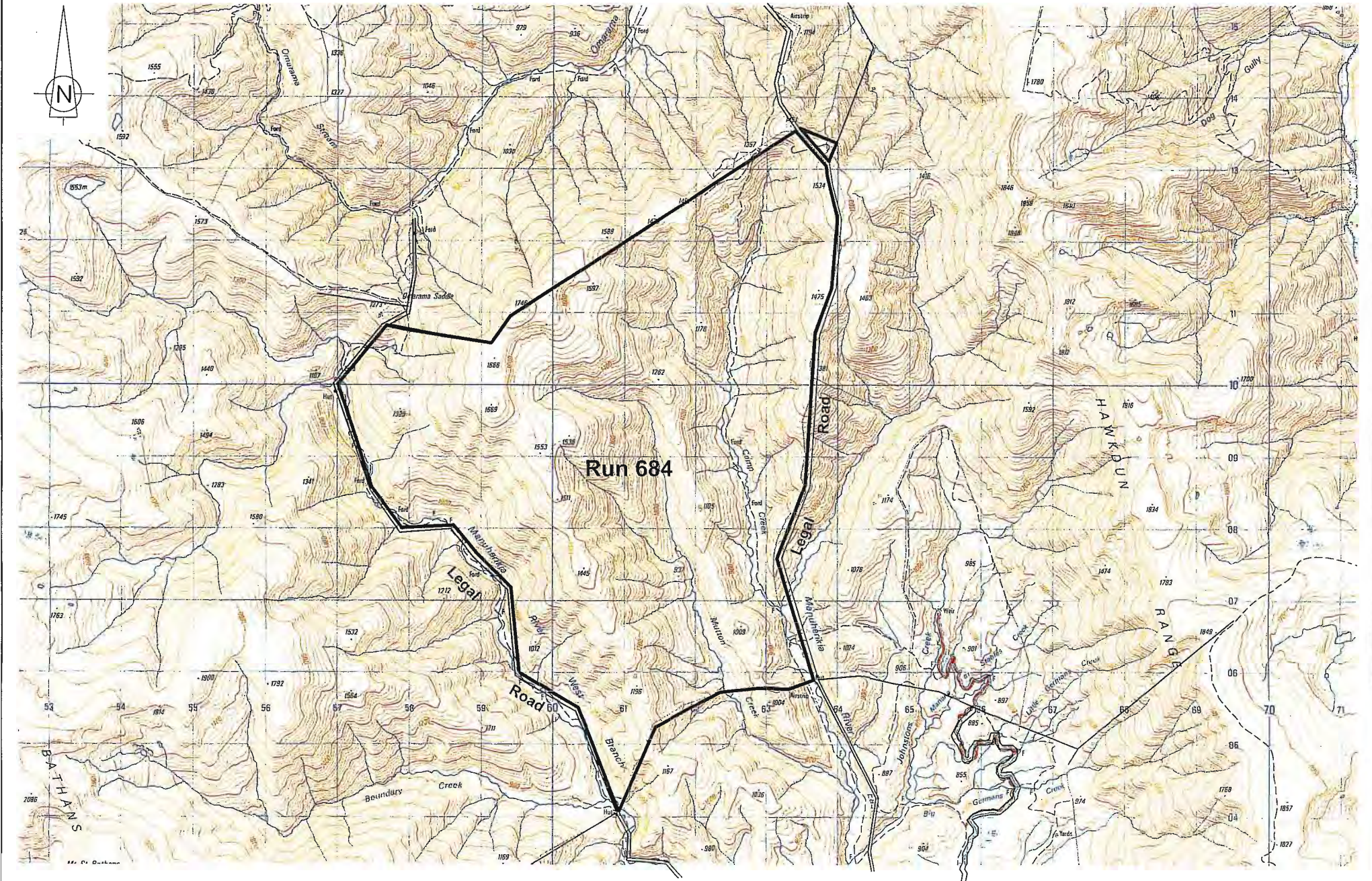
Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the Kemp Purchase of 1848.

Contained in [provide evidence].

d) Other Info

d)

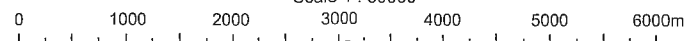




RELEASED UNDER THE OFFICIAL INFORMATION ACT

### Micheal Peak

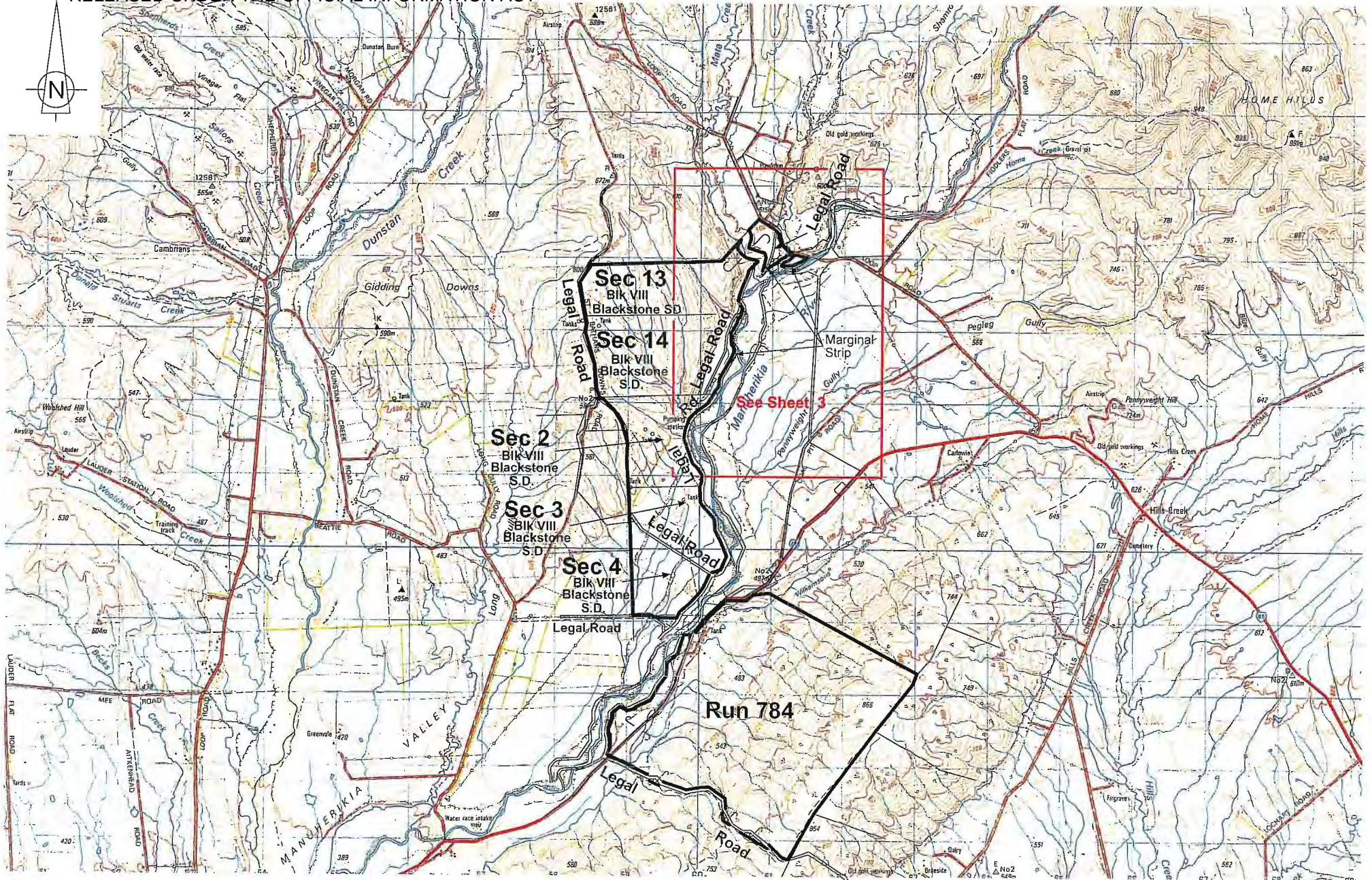
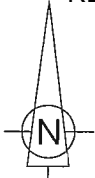
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Graphics by : TL Survey services Ltd DUNEDIN

Version	1	2	3	4	5
Otago Land District NZMS 260 H.40	Sheet 1 of 3 Date 4/03/2002				

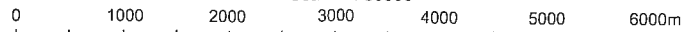




INTERNATIONAL CONSULTANTS Graphics by : TL Survey services Ltd DUNEDIN

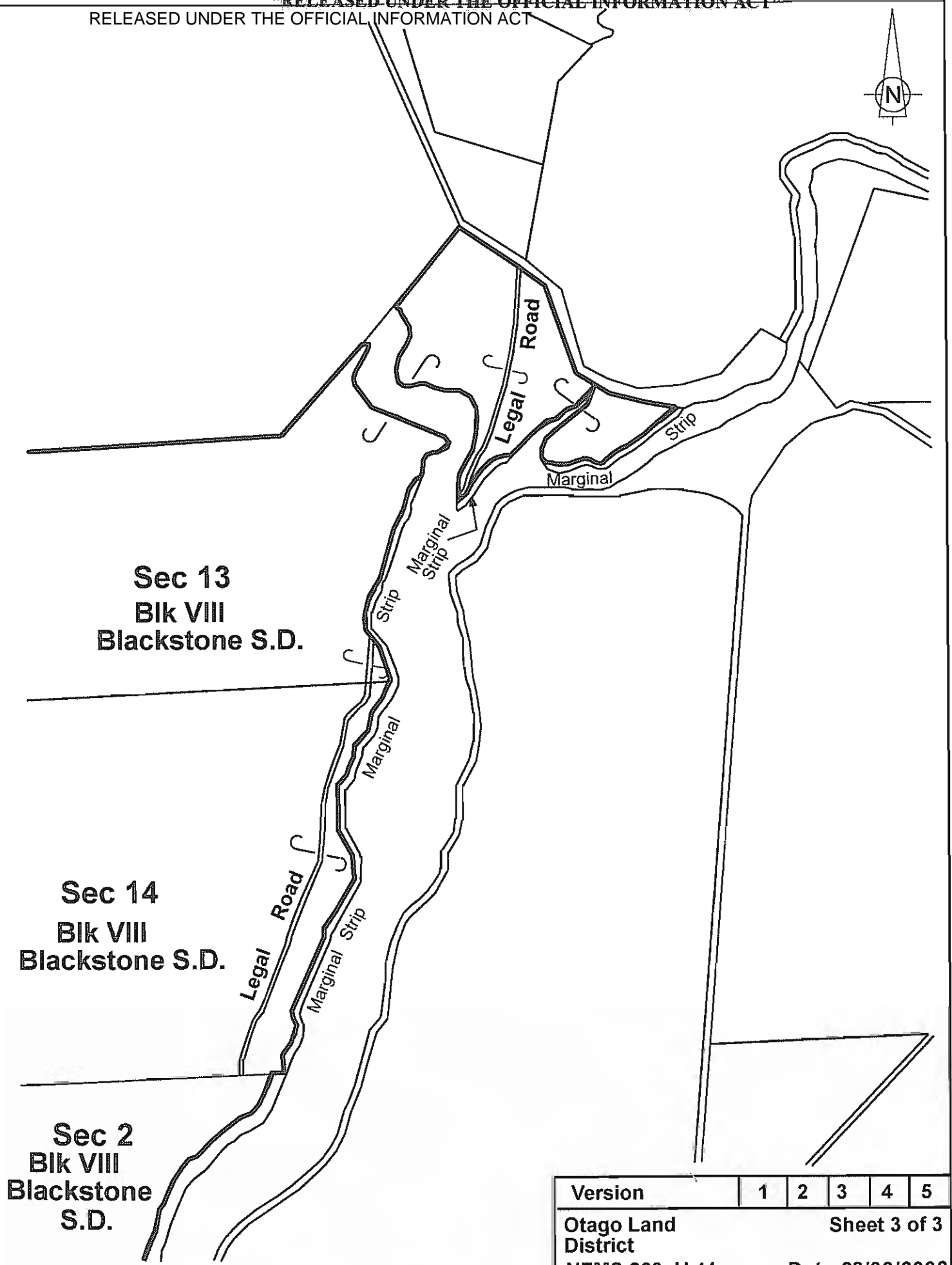
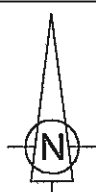
Micheal Peak

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Version	1	2	3	4	5
Otago Land District	Sheet 2 of 3				
NZMS 260 H 41	Date 27/02/2002				





Version	1	2	3	4	5
Otago Land District	Sheet 3 of 3				
NZMS 260 H.41	Date 28/02/2002				

**Michael Peak**

Scale 1 : 15000



Graphics by :  
TL Survey Services Ltd DUNEDIN



**COMPUTER INTEREST REGISTER  
UNDER LAND TRANSFER ACT 1952**



**Search Copy**

  
R.W. Muir  
Registrar-General  
of Land

**Identifier** OT4D/401  
**Land Registration District** Otago  
**Date Registered** 13 August 1971 11:32 am

**Prior References**  
OT338/137

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<b>Type</b>	Lease under s83 Land Act 1948	<b>Term</b>	33 years commencing on the 1st day of July 1953 and renewed for a further 33 years commencing on 1.7.1986
<b>Area</b>	5038.6600 hectares more or less		

**Legal Description** Run 684, Run 784 and Section 2-4 and Section 13-14 Block VIII Blackstone Survey District

**Proprietors**  
V.G. Waldron and Co. Limited

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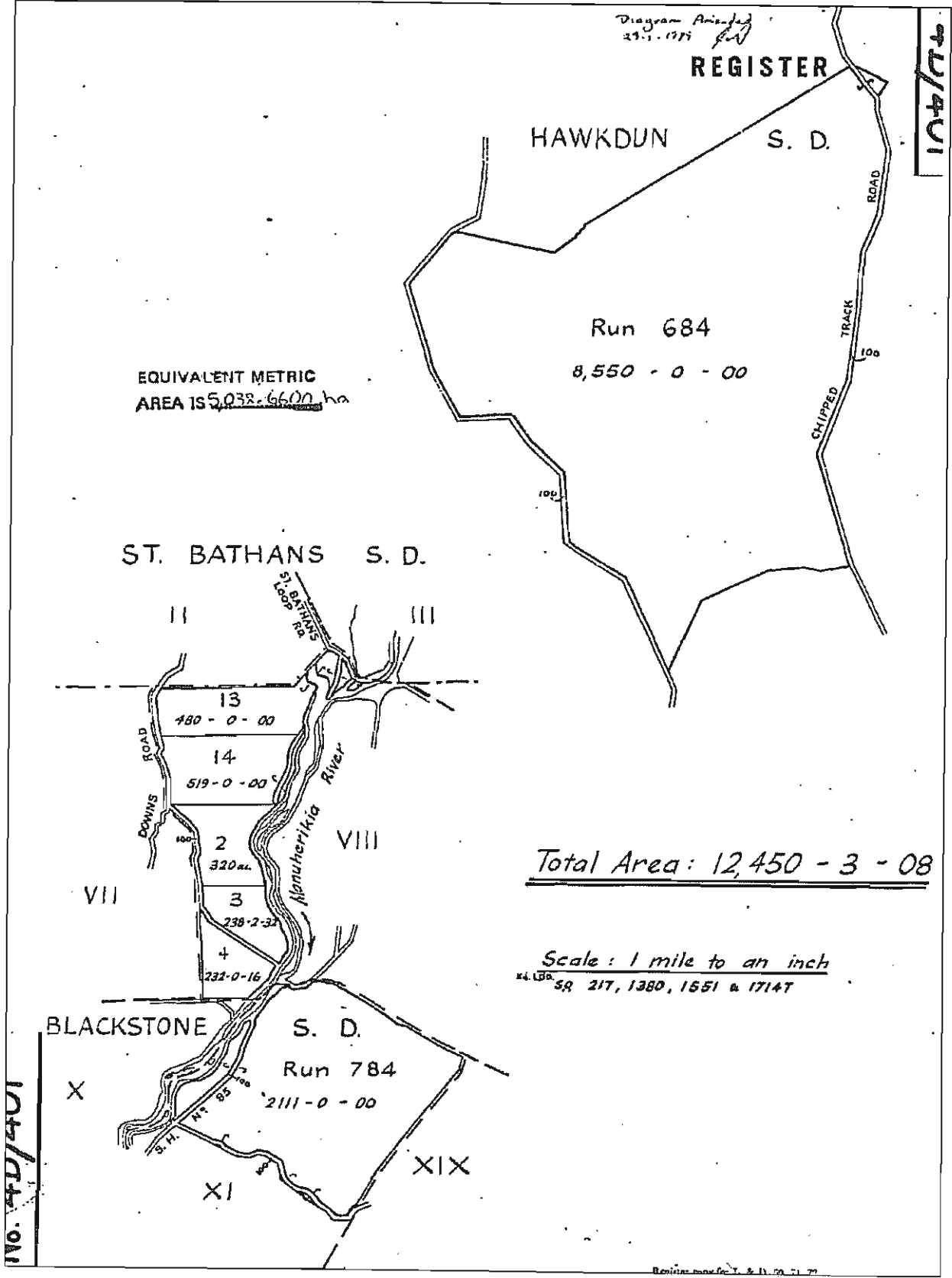
**Interests**

Exploration Licence embodied in Register OT9D/158 - 7.5.1986 at 10.38 am  
745993.1 Memorandum varying the covenants conditions and restrictions contained in the within lease - 22.1.1990 at 9.13 am  
763361 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 \$4,500.00 calculated on a rental value of \$300,000.00 - 14.9.1990 at 10.01 am  
946098.7 Mortgage to Reid Farmers Limited and Reid Farmers Finance (Otago) Limited - 8.4.1998 at 3.12 pm



atifier

OT4D/401





## COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Historical Search Copy

R. W. Muir  
Registrar-General  
of Land

**Identifier** OT4D/401  
**Land Registration District** Otago  
**Date Registered** 13 August 1971 11:32 am

**Prior References**  
OT338/137

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<b>Type</b>	Lease under s83 Land Act 1948	<b>Term</b>	33 years commencing on the 1st day of July 1953 and renewed for a further 33 years commencing on 1.7.1986
<b>Area</b>	5038.6600 hectares more or less		
<b>Legal Description</b>	Run 684, Run 784 and Section 2-4 and Section 13-14 Block VIII Blackstone Survey District		

**Original Proprietors**  
V.G. Waldron and Co. Limited

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**Interests**

Exploration Licence embodied in Register OT9D/158 - 7.5.1986 at 10.38 am  
745993.1 Memorandum varying the covenants conditions and restrictions contained in the within lease - 22.1.1990 at 9.13 am  
763361 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 \$4,500.00 calculated on a rental value of \$300,000.00 - 14.9.1990 at 10.01 am  
946098.7 Mortgage to Reid Farmers Limited and Reid Farmers Finance (Otago) Limited - 8.4.1998 at 3.12 pm

NEW ZEALAND

Former part Ref/Vol. 338 fol. 137

13th day of August

L.C. Ref. No. P.330

1971, at 11.30 o'clock.

REGISTER

Not Registered under Land Transfer Act—Registered under Section 83, Land Act, 1948

Pastoral Lease under the Land Act 1948



*Sh. [Signature]*  
Assistant  
Land Registrar  
Otago.

LD / 401

This Deed, made the 1st day of January 1971 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and PATRICK LEONARD WALDRON of Fairlie farm manager and VALENTINE GERARD WALDRON of Oturehua farm manager as tenants in common in equal shares

(hereinafter referred to as "the Lessee"), of the other part: WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied, and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the lessee, all that parcel of land containing by estimation 12450 acres 3 roods 08 perches more or less, situated in the Land District of Otago, and being Run 684 Hawkdun Survey District and Sections 2, 3, 4, 13, and 14, Block VIII and Run 784 Blackstone Survey District as the same is more particularly delineated with bold black lines on the plan hereon; together with the rights,

No. LD / 401

RELEASED UNDER THE OFFICIAL INFORMATION ACT

casements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of 33 years, commencing on the 1st day of July 19 53, together with the period between the date of this lease and the aforesaid 1st day of July 19 53, YIELDING and paying therefor unto the Department of Lands and Survey at Dunedin the annual rent of £ 3420.00 payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. AND also paying in respect of the improvements specified in the Schedule hereto the sum of £ by a deposit of £ (which has already been paid) and thereafter by half-yearly instalments of £ on the 1st day of January and the 1st day of July in each and every year.

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

1. THAT without derogating from or restricting the covenants contained and implied in this lease and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the land hereby demised more than 3,150 sheep (which number shall not include more than 1,200 breeding ewes) nor more than cattle which number shall not include more than breeding cows PROVIDED HOWEVER that the Lessee may with the prior written consent of the Land Settlement Board carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Land Settlement Board to revoke or vary such consent at any time.

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

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

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

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

SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN

Nil

This Lease is issued pursuant to Section 93 of the Land Act 1948 on the subdivision of the land contained in Pastoral Lease number P.65

Assistant

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

Assistant

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

Witness: J. Wilson

Occupation: Clerk, Lands & Survey Dept.

Address: Dunedin

Assistant Commissioner of Crown Lands.

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

Witness: P.A. Marsden

Occupation: Collector

Address: Dunedin

Lessee.



No. 4D/401

Diagram Amended  
21.1.1978

REGISTER

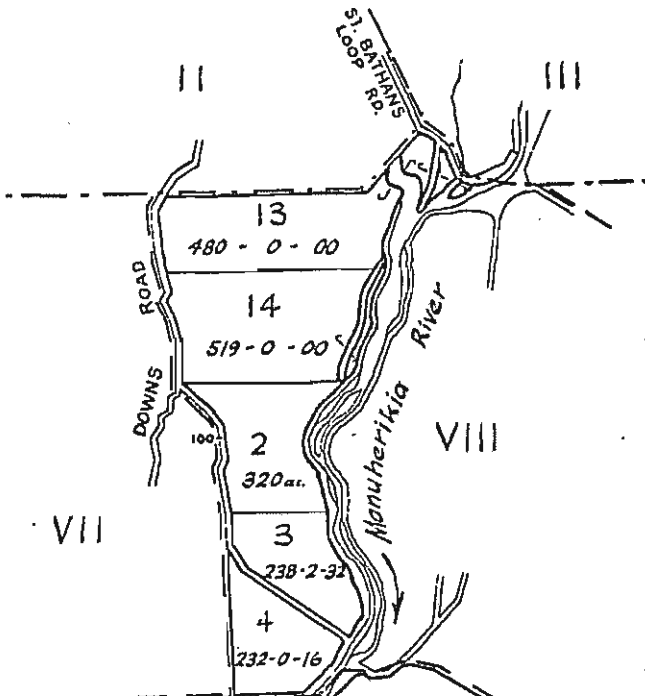
HAWKDUN S. D.

Run 684

8,550 - 0 - 00

EQUIVALENT METRIC  
AREA IS 5,032.6600 ha

ST. BATHANS S. D.



Total Area: 12,450 - 3 - 08

Scale: 1 mile to an inch  
x.d. L.S.D. 59, 217, 1380, 1551 & 17147

BLACKSTONE S. D.

Run 784

2111 - 0 - 00

No. 4D/401

C.T. 4D/401

585718 Variation of Mortgage 488861 -  
11.1982 at 10.17 am

*[Signature]*  
A.L.R.

616883/1 Certificate vesting Mortgages  
410978 and 419854 in the Rural Banking  
and Finance Corporation of New Zealand -  
20.6.1984 at 1.43 pm

*[Signature]*  
A.L.R.

616883/3 Variation of Mortgage 559709  
20.6.1984 at 1.43 pm

*[Signature]*  
A.L.R.

616883/6 Mortgage to Rural Banking and  
Finance Corporation of New Zealand - 20.6.1984  
at 1.43 pm

DISCHARGED  
8 APR 1988  
A.L.R.

*[Signature]*  
A.L.R.

622592 Mortgage to Rural Banking  
and Finance Corporation of New Zealand  
- 27.9.1984 at 2.27 pm

DISCHARGE OF MORTGAGE  
15 APR 1988  
A.L.R.

*[Signature]*  
A.L.R.

655795 Exploration Licence under the  
Mining Act 1971 affecting part of the  
within land in favour of Homestake New  
Zealand Exploration Limited for a term  
of two years commencing on 1 May 1986  
- 7.5.1986 at 10.38 am  
See Volume 9D Folio 158

*[Signature]*  
A.L.R.

745993/1 Memorandum varying the covenants  
conditions and restrictions contained  
in the within lease - 22.1.1990 at  
9.13 am

*[Signature]*  
A.L.R.

745993/2 Transfer to V.G. Waldron and  
Co. Limited - 22.1.1990 at 9.13 am

*[Signature]*  
A.L.R.

745993/3 Mortgage to ANZ Banking Group  
(New Zealand) Limited - 22.1.1990 at  
9.13 am

DISCHARGED  
-8 APR 1998  
A.L.R.

A.L.R.

763361 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 \$4,500.00 calculated on a rental value  
of \$300,000.00 - 14.9.1990 at 10.01am

*[Signature]*  
A.L.R.

827778/5 Variation of Mortgage  
745993/3 - 15.4.1993 at 10.18 am

*[Signature]*  
A.L.R.

827778/7 Mortgage to Reid Farmers  
Limited and Reid Farmers Finance  
(Otago) Limited - 15.4.1993 at 10.18  
am

DISCHARGED  
15 APR 1993  
A.L.R.

*[Signature]*  
A.L.R.

885914 Transfer affecting the estate of  
Her Majesty the Queen in fee simple being  
a grant of a Right (in gross) to convey  
water over part herein shown marked as a  
black line on the diagram annexed thereto  
together with incidental rights in favour  
of Blackstone Irrigation Company Limited  
- 3.7.1995 at 9.34am  
CT 16D/1007

*[Signature]*  
A.L.R.

937663.1 Variation of Mortgage  
745993/3  
7.10.1997 at 11.47

*[Signature]*  
for DLR

946098.7 Mortgage to Reid Farmers  
Limited and Reid Farmers Finance  
(Otago) Limited  
8.4.1998 at 3.12

*[Signature]*  
for DLR



LAND & DEEDS  
PL.  
L. L. L.  
-4 NOV 1955 NEW ZEALAND  
Title: 11.15  
Fee: £ 1-5- = 12 s. 6 d.  
Abstract No. 76 LAND DISTRICT

CANCELLED

REGISTERED IN THE LAND TRANSFER ACT, BUT NOT UNDER THE LAND TRANSFER ACT, 1952

Entered in the Register-book, Vol. 338 fol. 137  
4 day of November  
1955 at 11.15 o'clock



Land Registrar

338/137

Land as a Result of for in Exchange for Lease  
Referer references 307 129  
registered in Vol. 337 fol. 165  
205 257

Pastoral Lease of Pastoral Land under the Land Act, 1948  
No. P.65

This Deed, made the first day of March, one thousand nine hundred and fifty-three between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and ~~HERBERT WILLIAM~~ of ST. BISHOP'S, hereinafter referred to as "the Lessee"), of the other part, and 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 the whole or parcel of land containing by admeasurement 22254 acres 2 roods and 03 perches, a little more or less, situated in the Land District of Otago

See diagram on separate sheet

Run 224, Blackstone Survey District Run 665, Run 703, St. Bathans Survey District, Sections 2, 3, 4, 13, 14, Block VIII, Sections 1 and 14253, Block VII, Blackstone Survey District, Sections 69, 72, Block II, St. Bathans Survey District (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, 1953, together with the period between the date of this lease and the aforesaid first day of July, 1953

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 three hundred and ten pounds (£ 310 - - -) 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 a deposit of (£ - - -) (the receipt of which sum is hereby acknowledged) and thereafter by (£ - - -) half-yearly instalments of pounds shillings and pence (£ : : ) on the 1st day of January and 1st day of July in each year in the same manner as rent.

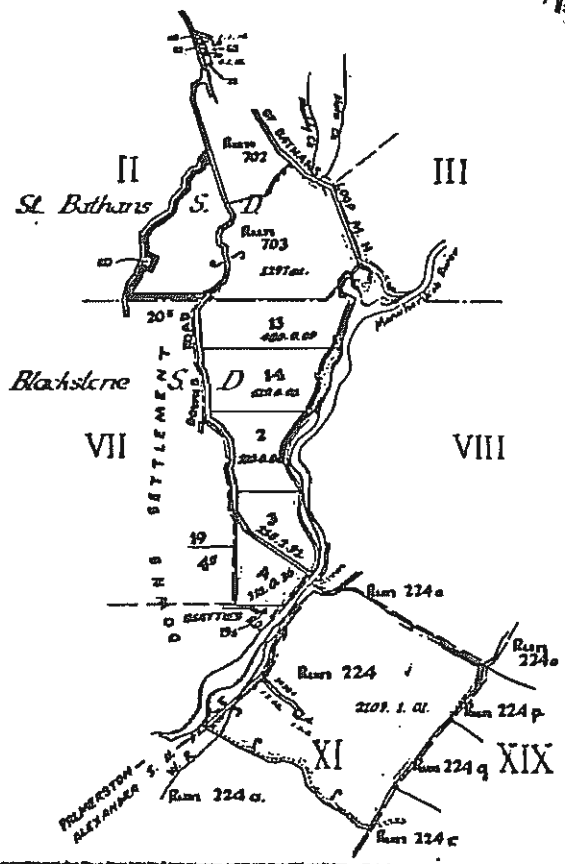
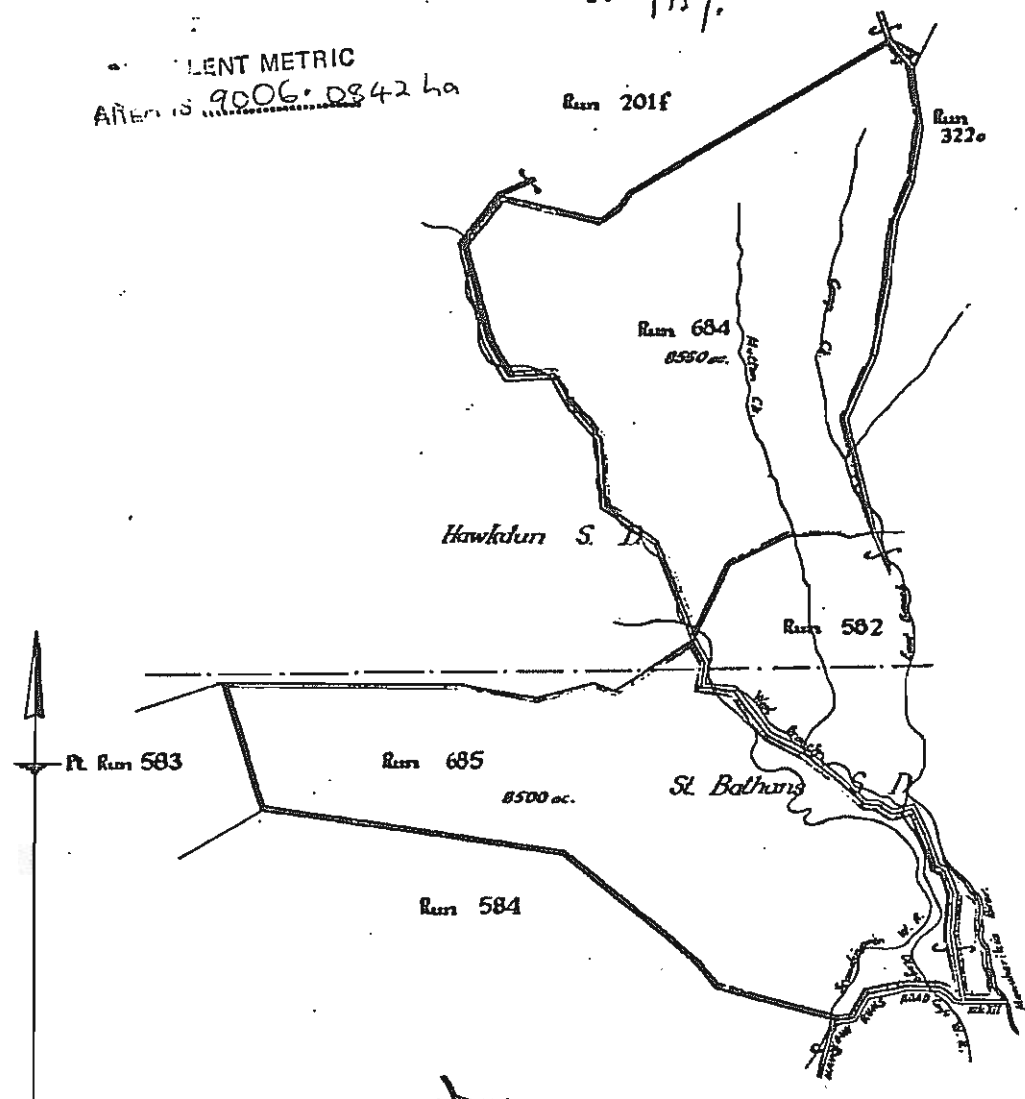
- AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-
1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land 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 Otago (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 value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
  10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, 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 Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
  13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

- AND it is hereby agreed and declared by and between the Lessor and the Lessee:-
- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
  - (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building, except of any dwelling-house: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purposes on the said land, but not otherwise.
  - (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (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 commencing 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.



338/117.

PLANT METRIC  
Area is 9006.0842 ha



Run 224, Blackstone S. D. Run 685, & Run 703, St. Bathans S. D., Run 684 Hawkdon S. D.,  
Secs. 2.3.4. 13. 14, Blk. VIII, Secs. 4 & 1428R, Blk. XI, Blackstone S. D. Secs. 69.70, Blk. II, St. Bathans S. D.

Scale, 80 chains to an inch.  
Total Area: 22254. 2. 03

M.H.

84

75

338/157

- (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 food 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.
- (6) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purposes of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of sheep to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed ~~the number of sheep on a basis of a count of one for a dry sheep and of one and a half for breeding ewes.~~
- \*\* See below
- (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 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.
- (8) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1915, 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.

**SCHEDULE**  
**IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE**

NIL

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

\_\_\_\_\_

\_\_\_\_\_ on behalf of the Lessor, hath hereunto set his

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

Witness: J. E. Kennedy  
 Occupation: Block Lands and Survey District  
 Address: Ruridun

J. M. Macdonald  
 Commissioner of Crown Lands.

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

Witness: Churman  
 Occupation: Assistant  
 Address: \_\_\_\_\_

J. H. Halton  
 Lessee.

\*\* (f) 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 5280 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafore received) 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.

J. M. Macdonald  
 Commissioner of Crown Lands

J. H. Halton  
 Lessee

C.T. 338/137

338/137  
X 9478 Irrigation Agreement under Part XI Public Works Act 1928 with Her Majesty the Queen produced 18 February 1942 at 10 Auckland

Office 224 and No 14, 14282 Act 21  
Mortgage 137953 Herbert William Waldron  
DISCHARGED Donald R. [unclear] Company Limited  
Produced to [unclear] 1956 at 2.50  
[unclear]

228200 Irrigation Agreement under Part XI Public Works Act 1928 between Her Majesty the Queen and Herbert William Waldron produced 15 December 1960 at 11.48 oc. 11/1/61

263458 Transfer to Patrick Conrad, [unclear] of Fairlie Farm Manager, as tenant in 1964 common in equal shares - 3.10.1963 at 2.57 P.M. [unclear]

285446 Electricity Agreement pursuant to Section 3 of the Electricity Amendment Act 1948 (7/5) 1965 at 10.51 am [unclear]

317376 Certificate of Charge

DISCHARGED  
157 for [unclear] against [unclear] [unclear] 1928. 9.8.1967 at [unclear] [unclear]

DISCHARGED  
22 AUG 1968  
[unclear]

330165 Mortgage to Norman William Allan, John Philip Cook and James Eric Evans - 6.8.1968 at 11.20 am [unclear]

DISCHARGED  
AUG 1968  
[unclear]

NOTES TRANSFER OF MORTGAGE 330165 TO COO. ALLAN & CO. COMPANIES LIMITED - 07-1969 at 11.00

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.  
J. Macdonald A.L.R.

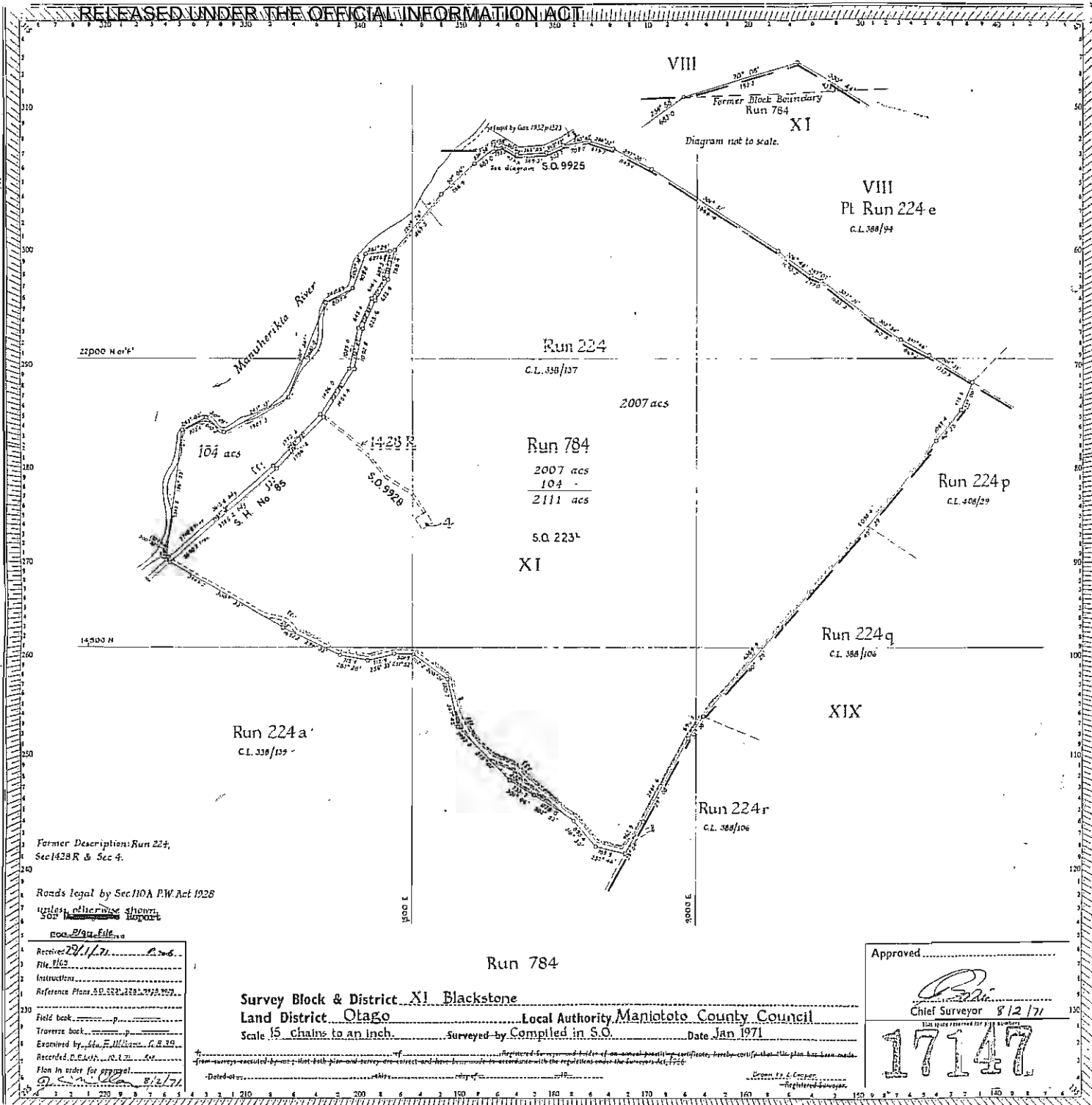
Cancelled as to Part. See now C.T. 4D/401.

Cancelled as to balance. See now C.T. 4D/402.

Duplicate Destroyed.

DISTRICT LAND REGISTRAR  
CANCELLED  
OTAGO NEW ZEALAND





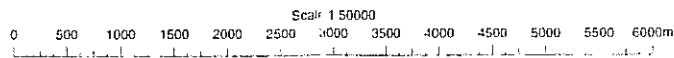
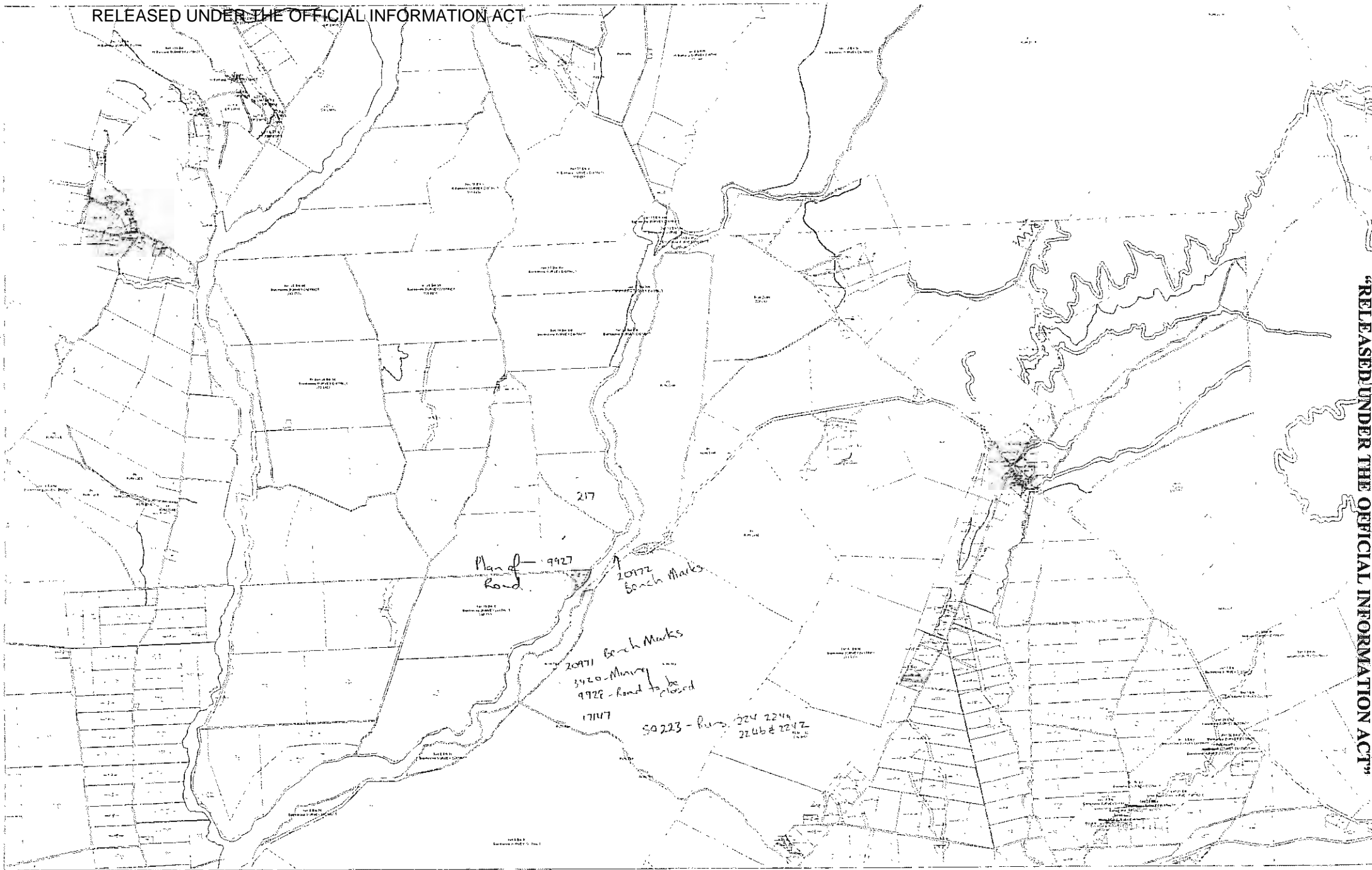
Former Description: Run 224, Sec 1428 R & Sec 4.

Roads legal by Sec 110A P.W. Act 1928 unless otherwise shown. S.O. 100-219a, File 100-219a, File 100-219a, File 100-219a

Received 29/1/71	C. 206
File 1162	
Instructions	
Reference Plans S.O. 332, 333, 334, 335, 336, 337	
Field book	
Traverse book	
Examined by Mr. F. M. L. Jones, C. E. 35	
Recorded, P. E. 107, R. 1. 20, 500	
Plan in order for approval	
<i>[Signature]</i>	8/2/71

Survey Block & District XI Blackstone  
 Land District Otago Local Authority Maniototo County Council  
 Scale 15 chains to an inch. Surveyed by Compiled in S.O. Date Jan 1971

Approved.....  
*[Signature]*  
 Chief Surveyor 8/2/71  
 17147



Acres to ha

Acres/roods                      238.50                      96.5175251  
 Perches                                      32                                      .0809376

96.5985 ha

Ha to Acres

0.00 acres

Run 684                      8550-0-00  
                     784                      2111-0-00  
                     2                      320-0-00  
                     3                      238-2-32  
                     4                      232-0-16  
                     13                      480-00  
                     14                      519-0-00  
                     12450-3-08

To + and -  
 Areas.  
 3460.0622 Run 684  
 194.2491 Sec 13  
 210.0318 Sec 14  
 129.4994 Sec 2  
 96.5985 Sec 3  
 93.9275 Sec 4  
 854.2914 Run 784  
 5038.6599

Irrigation Schemes  
H41/5 & 7 H40 - Nothing



**COMPUTER INTEREST REGISTER  
UNDER LAND TRANSFER ACT 1952**



Search Copy

R. W. Muir  
Registrar-General  
of Land

Identifier **OT16D/1007**  
Land Registration District **Otago**  
Date Registered 03 July 1995 09:34 am

**Prior References**  
OT4D/401

---

**Type** As described in the instrument  
**Area** 5038.6600 hectares more or less  
**Legal Description** Run 684, Run 784 and Section 2-4 and  
Section 13-14 Block VIII Blackstone  
Survey District

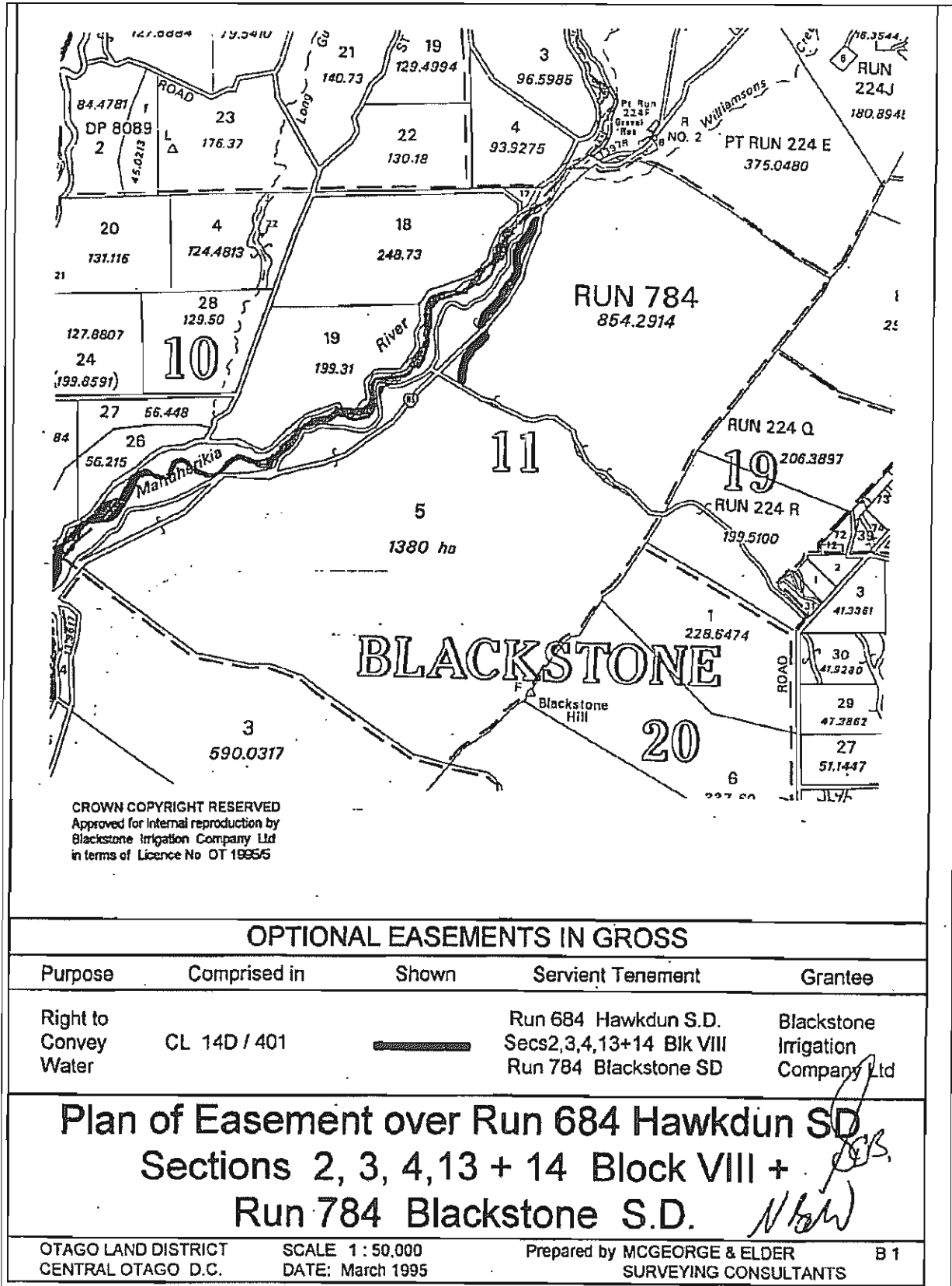
**Proprietors**  
Her Majesty the Queen

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**Interests**

ifier

**OT16D/1007**



**OPTIONAL EASEMENTS IN GROSS**

Purpose	Comprised in	Shown	Servient Tenement	Grantee
Right to Convey Water	CL 14D / 401		Run 684 Hawkdun S.D. Secs 2,3,4,13+14 Blk VIII Run 784 Blackstone SD	Blackstone Irrigation Company Ltd

**Plan of Easement over Run 684 Hawkdun SD  
 Sections 2, 3, 4, 13 + 14 Block VIII +  
 Run 784 Blackstone S.D.**

OTAGO LAND DISTRICT      SCALE 1 : 50,000      Prepared by MCGEORGE & ELDER      B 1  
 CENTRAL OTAGO D.C.      DATE: March 1995      SURVEYING CONSULTANTS