

## **Crown Pastoral Land Tenure Review**

**Lease name : Mt Alford**

**Lease number : Pc 052**

### **Due diligence report (including status report)**

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

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

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

**Copied July 2003**

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

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File Ref: Pc 052	Report No: C0045	Report Date: 30 June 2000
Office of Agent: Christchurch	LINZ Case No:	Date sent to LINZ: 30 June 2000

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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** the following incomplete actions which require action by the Manager Crown Property Contracts *[or other party]*;
  - (a) completion of the grant of easement to Telecom New Zealand in respect of their telecommunications site
  - (b) Compensation certificate no. 628356.
3. That the Commissioner of Crown Lands or his delegate **note** the following potential liabilities which have been identified as a result of the file search;
  - (a) the existence of a hut occupied by RA McIvor at Petersons Flat.
  - (b) the existence of a recreation permit to A H G McLaughlin covering the astronomical observatory and associated facilities.
  - (c) the existence of a water level recorder at Peterson's flat.
4. That the Commissioner of Crown Lands or his delegate **note** the following matters;
  - (a) that the lease carries a special condition reserving the right to the Crown to review the inclusion of the former Forest Reserve portion in the event of a transfer, but that part of this area has now been surrendered from the lease.
  - (b) that Easement No. A313734.2 will need to be brought down onto any titles resulting from tenure review
  - (c) that the Land Improvement Agreement may contain obligations on successors in title that may require consideration during tenure review.

Signed for Knight Frank (NZ) Limited

*P. L. Savage*

Consultant

30 / 6 / 2000

*[Signature]*

Manager

30 / 6 / 00

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

Name:

Date of decision: / /

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1. **Details of lease:**

**Lease Name:** Mt Alford  
**Location:** 16 km from Methven  
**Lessee:** Mt Alford Station Ltd  
**Tenure:** Pastoral Lease  
**Term:** 33 years from 01 January 1988  
**Annual Rent:** \$2025  
**Rental Value:** \$90,000  
**Date of Next Review:** 01 January 2010  
**Land Registry Folio Ref:** CL 529/66 Search copy of Lease dated 26 May 2000 appended as Appendix 1  
**Legal Description:** Part Run 278 and Rural Sections 36413, 36415 and 36416 Block XVI Somers Block VIII Hutt, Block IV Alford and Block 1 Spaxton Survey Districts.  
**Area:** 878.8141 hectares

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2. **File Search**

**Files held by Agent on behalf of LINZ:**

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
Pc52	1	1	29.01.1894	135	17.05.67
Pc52	2	1	09.02.71	89	23.06.86
Pc52	3	90	09.10.86	169	01.07.92
Pc52	4	170	29.07.92	-	27.09.99
Pc52/1	1	-	10.05.95	-	17.02.00

**Other relevant files held by LINZ:**

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
40/7/100 1-WCH	-	-	19.11.62	-	06.03.64
40/7/100-2-WCH	-	-	18.01.94	-	20.02.96
CPL/04/10/12757-ZCH	-	-	26.05.97	-	19.10.98
6700/12/01/11-1-DCH	-	-	-	-	-
5200-D13-M10:DCH	-	-	31.01.95	-	24.06.96

3. **Summary of lease document: [CL 529/66]**

3.1 **Terms of lease**

Stock limit in lease:

Original limit 1320 sheep. Amended by Certificate of Alteration No. 470083 to 1595 sheep provided that no sheep are depastured on the lease during the months of June, July, August and September and 50 cattle - 18.11.57. Copy attached in Appendix 2.

Commencement Date:

1 January 1955 The lease was renewed for a further term of 33 years from 1 January 1988  
(Variation of lease and renewal No 743505/1 – copy attached in Appendix 2)

Special clause in lease

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Clause (j) "That the Crown reserves the right to review the position regarding the former Forest Reserve portion (Run 278) included in the lease in the event of a transfer of the lease."

Variation of lease

No. 743505/2 Variation of lease to provide that the lessee will not graze stock on 233 ha approx. (the 'retired area' outlined in black on the plan attached), and that the specified land would be surrendered from the lease on approval of survey plan.

NOTE: This area was surrendered from the lease by Memorandum of Partial Surrender No. A57871/1 – 25.6.1993.

**3.2 Area adjustments:**

No 71160/1 Redefinition of area to 1105.6641 hectares 08 March 1976.

A57871/1 Partial surrender of Section 1 SO Plan 18859 (226.8500 hectares) – 25 June 1993  
– Area of balance lease = 878.8141 hectares.

**3.3 Registered interests**

Mortgages:

A6265/5 Trust Bank South Canterbury Ltd

Land Improvement Agreement:

306610/1 Land Improvement Agreement pursuant to Sect 30 of the Soil Conservation and Rivers Control Act 1941. - 22 December 1980

Easement:

A313734.2 ROW easement in gross, right to convey telecommunications in gross and right to convey electricity power marked A B & C on SO 19643 in favour of BellSouth - 22.8.1997 (transferred to Vodafone New Zealand Limited by transfer A412600.1 – 28.6.1999). Copy attached in Appendix 2.

Compensation Certificate:

No. 628356 Compensation Certificate pursuant to Sect 17 of the Public Works Amendment Act 1948 – 29.6.1964 (copy attached in Appendix 2)

**3.4 Unregistered interests:**

McIvor Hut

An informal agreement dating from 4 June 1986 allowed R A McIvor to erect and use a hut for his opo in trapping operations for 4 months at a time (winter & summer) provided the hut is not used as a permanent residence (refer to section 8.2 for details).

Water Level Recorder:

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An approval given to the South Canterbury Catchment Board on 27 October 1982 permitted the Board to erect a water level recorder and two huts plus equipment at Petersons Flat on part Run 278 Mt Alford (refer to section 8.3 for details).

Recreation Permit:

There is a recreation permit (RP50) issued to A H G McLaughlin representing the Ashburton Astronomy Society, for 21 years from 01 January 1988 at a rental of \$500 per annum. The permit covers the right to occupy a 100 square metre site, part RS36413 and facilities including astronomical observatory, shelter/computer shed and carpark, subject to landscaping requirements, approved colour scheme and a bond of \$25,000. The right to access to the site is not included in the permit. A copy of this permit is attached as Appendix 2.

Telecom site

Telecom New Zealand have an interest in a telecommunications site at Mt Alford. The matter of the grant of an easement over the site, together with right of way access is under action by the Commissioner of Crown Lands.

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

The Land Improvement Agreement of 10 December 1980 included 'a three year erosion control programme' and 99 year conservation plan aimed at destocking 1440 hectares of Class VIII and eroding Class VIIc and VI country (inc. 218 hectares of 'Mt Alford' and 1222 hectares of 'Glenrock' pastoral runs) and involved erection of retirement fencing, OSTD and off site development work.

The Land Improvement Agreement may impose obligations on successors in title that may be relevant for tenure review.

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

The Land Status Report confirms the status is Crown Land under the Land Act 1948 subject to the balance pastoral lease CL 529/66.

The report identifies a number of items as possibly requiring further investigation at the due diligence stage;

- (i) Legal road not contiguous with the current riverbank along or parallel to the North Branch Ashburton River.
- (ii) Pastoral lease 529/66 carries the condition "that the Crown reserves the right to review the position regarding the former Forest Reserve portion (now Pt Run 278 formerly Pt R3117/3118 State Forest) included in the lease in the event of a transfer of the lease." This condition may in fact have been addressed by the surrender of Section 1 SO18859 ?

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Dua Diligence Report

- (iii) Telecom remote site "Mt Alford". Although agreement has been reached with the current lessee, the documentation, under Section 60 of the Land Act 1948 and transfer to the SOE, has yet to be concluded.
- (iv) Completion of item (iii) above will provide a discharge of compensation certificate No. 628356
- (v) Recreation permit for an Astronomical Observatory. Site and access would appear to be over the same area and track as used by Telecom?
- (vi) Private hut (R A & L M McIvor) erected on RS 36413 "Peterson's Flat" North Branch Ashburton River with consent of CCL. No further record after 1992?
- (vii) Files (1982) indicate further consent for additional huts (Peterson's Flat) ie South Canterbury Catchment Board (now Canterbury Regional Council) and inclusion of a water level recorder. Enhanced access requested by CRC from lessee (1999).
- (viii) Small areas of Crown Land SO 3171 North Branch Ashburton River (allocation D\*K36\*1\*C0) to Department of Conservation. Do not form part of lease.
- (ix) Reconciliation of boundary fencing can only be identified upon survey.
- (x) Current definition of Pt Run 278 made up of compiled plan (SO 11388/18859) less surrendered area by deduction. RS 34613, 34615 & 34616 adequately defined.

A copy of Land Status Report appended as Appendix 1 [minus enclosures]

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

Both maps attached to Land Status Report show no communication sites, long distance transmission or local power supply lines on this property. However there is an overhead line and under-ground cable supplying electricity to the users of the various facilities on the Mt Alford access road.

### **6.1 Marginal Strips:**

The property is subject to the provisions of Section 58 of the Land Act 1948 as noted on plan SO 11388 but not memorialised as such on the pastoral lease. As the Land Status Report states, the North Branch of the Ashburton River forms part of the boundary while other lesser streams are depicted on SO 11388 (1970) but without a one chain strip having been laid off. In view of the opinion in LINZ's letter of 13 November 1997 re: 'Lilybank' and Ministerial Co-ordinating Committee/SOE's paper 271 of 31 March 1987 it would appear that the Section 58 memorial on the lease has no substance unless a chain strip is defined.

### **6.2 Fenced Boundaries v. Legal Boundaries:**

The Land Status Report notes that survey will be needed to reconcile the fences with legal boundaries and the current definition of Part run 278 (SO's 11388 & 18859) is only valid for the current pastoral lease.

### **6.3 Legal Roads - Formed And Paper:**

The roads shown on So's 1242, 1866, 2774 & BM47 are created by Crown Grant. In the case of the road beside the North Branch of the Ashburton river, the legal road is not contiguous with the current riverbank along or parallel to the river.

The topographical map identifies a formed road part way up Mt Alford that provides access to the telecommunications sites and astronomical observatory. This does not however follow a legal road and access for the telecommunications facilities (but not the observatory) is protected by ROW easement.

#### **6.4 Ad-medium filum aquae Rights:**

A status search of AMF rights was carried out for the land opposite RS34613 [LINZ CH file 23/7/2 fol 470 - 472] and Pudding Hill Stream and the North Branch of the Ashburton River [L&S Dept file 23/7/2 fol 480 and 480A]

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

No Crown land or conservation land has been identified to date for inclusion in tenure review of this lease.

The Department of Conservation have identified several areas of freehold for inclusion in the review but there has been no investigation of the ownership of these areas to date.

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

##### **8.1 Clause (j) of lease**

Clause (j) of the pastoral lease reserves the right to the Crown to review the position regarding the former Forest Reserve portion (Run 278) in the event of a transfer of the lease. The meaning and intent of this provision are clarified in the Land Settlement Board submission (folio 72) Apparently the area was added to the lease in 1955 to strengthen the property in terms of viability, but the Dept recognised that having regard to the natural boundaries ideally the land should be part of Steep Hill Run 266. Copies of folios are attached as Appendix 5.

The Land Status Report questions whether this provision may have been satisfied by the surrender from the lease of Section 1 SO 18859, but in fact the surrender only dealt with part of the area concerned. However, it is unlikely that the provisions of this clause will ever be required.

##### **8.2 McIvor hut site**

In April 1984, the lessee enquired about the possible erection of a hut on the pastoral lease by R A McIvor (folio 65). The lessee's solicitor wrote in April 1986 enquiring about the possibility of a sublease (folio 86) and by letter dated 4 June 1986 (folio 87a), the lessee was advised of the conditional approval of the erection of the hut, noting that the hut was not to be used as a permanent residence and that the agreement between the lessee and Mr McIvor was to be kept informal. The letter was to be signed and returned as acknowledgement of the terms of the approval. Mr McIvor replied by letter dated 23 June 1986 (folio 89) requesting permission to occupy the site for four months of the year (to enable him to trap possums) and in reply, Mr McIvor was advised that he was able to occupy the site as requested provided it was not used as a permanent residence (folio 94)

The next reference on file is a letter from R A and L M McIvor enclosing copies of correspondence



from their records (including a signed copy of the letter of 4 June 1986) and enquiring about subleasing and expressing interest in freeholding (folio 148). A reply dated 26 March 1992 advises that the draft sublease was satisfactory to Landcorp, of the correct attestation clause for the sublease document and that formal agreement from the lessee should be sought before presentation of the document to Landcorp for formal consent (folio 149). There is no further correspondence on file. Copies of folios are attached as Appendix 5.

It is possible that the hut site is still occupied under an informal arrangement. This matter may pose a potential liability under tenure review and further investigation may be warranted.

### 8.3 Water level recorder

By letter dated 26 October 1982 (folio 46) the CCL granted conditional approval to the South Canterbury Catchment Board to install a water level recorder and two huts at Peterson's Flat. However there is no formal agreement in place.

Apparently the water level recorder in the North Branch of the Ashburton River remains but the huts were either never built or no longer exist. A note for file dated 4 June 1999 notes that the lessee had received a request from the Canterbury Regional Council (successor to the South Canterbury Catchment Board) regarding an access track to their water level recorder but there is no further correspondence on this matter on file. Copies of relevant folios are attached in Appendix 5.

The Regional Council may still have an interest in this site and the matter may require further investigation.

### 8.4 Telecom easement

The matter of the grant of an easement to Telecom New Zealand over their telecommunication facility is an incomplete action but is being addressed by the Commissioner of Crown Lands. When concluded, it is likely to satisfy the requirements of the compensation certificate No. 628356.

## APPENDICES

1. Search copy of lease dated 26 May 2000
2. Copies of Certificate of Alteration No. 470083, Variation of lease and renewal No. 743505/1, easement no. A313734.2, Compensation Certificate 628356, and recreation permit no. RPe 050
3. Copy of Land Improvement Agreement
4. Copy of Land Status Report
5. Copies of relevant folios from file

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Dua Diligence Report*

*Appendix 1 : Search copy of lease dated 26 May 2000*

SEARCH COPY - 26 MAY 2000

NEW ZEALAND

CANTERBURY LAND DISTRICT

REGISTER

Not registered under the Land Transfer Act 1952

Entered in the Register-book, Vol. 325, fol. 66

the 23rd day of April 1954

Issued as a Renewal of (or in Exchange for) Leases

registered in Vol. 442 fol. 30 Vol. 443 fol. 75 Vol. 442 fol. 62

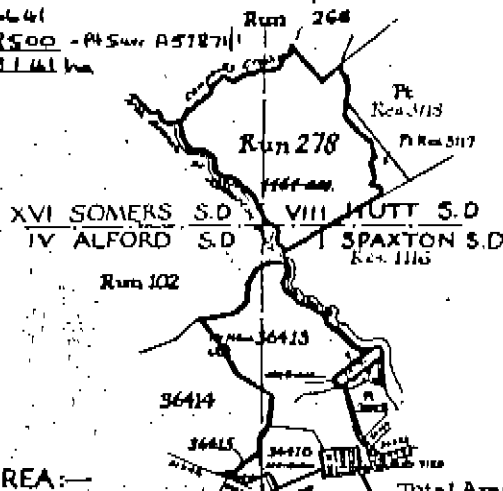
6/A 492775

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. 9,52

This Deed, made the First day of January, one thousand nine hundred and fifty-five, between HER MAJESTY THE QUEEN (as Queen) and JAMES JOSEPH SHEPPARD (as the Lessee), of the one part, and ALFORD FOREST SHEEPFARM (as the Lessor), of the other part...

TOTAL AREA 1105.6641 - 226.8500 - 445.4441 = 433.3700 ha



METRIC AREA: by redefinition 6/A 7114/1 1105.6641 ha Total Area 433.3700 ha Scale: 1 mile to an inch.

Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Canterbury the clear annual rent of One hundred and fifteen pounds (£115. 0. 0) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) (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 the 1st day of July in each year in the same manner as a rent.

- 1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved as the rent and in the manner hereinafter assured in this 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 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 Management Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Canterbury (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1928.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1930.
7. THAT the Lessee will clear and clear from waste and keep open all roads, 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 such insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the first day of the month of 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, fill, mill, 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 amount 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 purpose 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 burnt, 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.

- AND it is hereby agreed and declared by and between the Lessee 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, 1919) 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 soil of any adjacent land of the Crown, subject in 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 40 feet of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building: PROVIDED FURTHER that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
(3) 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 48 (2) of the Land Act, 1948, a new lease of the land hereby leased as a rent to be determined in the manner provided 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 the present provision for the renewal thereof and all provisions ancillary or in relation thereto.

99/170

SEARCH COPY - 26 MAY 2000

Certificate No. 184430/1 that the within Mortgage No. 715862/1 is void in the Rural Banking and Finance Corporation of New Zealand 26/6/1988 at 10.34 a.m.

Mortgage 426879/3 to The Rural Banking and Finance Corporation of New Zealand Limited - 25-3-1983 at 11.25 a.m.

W. Warriman  
for A.L.R.  
Mortgage 235457/4 to The Rural Banking and Finance Corporation of New Zealand - 22.10.1984 at 9.55 am.

W. Warriman  
for A.L.R.  
Mortgage 426879/4 to The Rural Banking and Finance Corporation of New Zealand - 25-3-1983 at 11.25 a.m.

DISCHARGED 17/10/85  
W. Warriman  
for A.L.R.  
Mortgage 235457/5 to The Rural Banking and Finance Corporation of New Zealand - 24.9.1979 at 9.55 am.

W. Warriman  
for A.L.R.  
No. 426879/7 Memorandum of Priority making Mortgages 426879/3, 43111/2, 235457/4, 235457/5, 426879/4, 298994/2, Land Improvement Agreement 306610/1, 357146/1, 357146/2, 357146/3, and 374836/1 first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth and eleventh Mortgages respectively - 25-3-1983 at 11.25 a.m.

Variation of Mortgage 616661 - 19.10.1979 at 9.43 a.m.  
for A.L.R.

W. Warriman  
for A.L.R.  
Variation of Mortgage 426879/4 - 14-11-1983 at 1.34 p.m.

Transfer 298994/1 to Peter Albert Walter Harmer of Alford Forest, Farmer - 3.11.1980 at 11.11 a.m.

for A.L.R.  
Variation of Mortgage 357146/3 - 2-2-1984 at 10.58 a.m.

Mortgage 298994/2 to Joseph Harmer - 3.11.1980 at 11.11 a.m.  
DISCHARGED 20/1/81  
for A.L.R.

for A.L.R.  
Variation of Mortgage 426879/4 - 22-2-1984 at 10.58 a.m.

No 306610/1 Land Improvement Agreement pursuant to Soil Conservation and Rivers Control Act 1941 - 22.12.1980 at 9.01 am.

for A.L.R.  
Variation of Mortgage 426879/4 - 3.5.1984 at 11.48 am  
for A.L.R.

Transfer 353207/1 of a one-half share in Mortgage 298994/2 to Nancy Alison Harmer - 5.11.1991 at 9.37 am.

for A.L.R.  
Variation of Mortgage 298994/2 - 13.8.1987 at 9.34 am  
for A.L.R.

Mortgage 357146/1 to the Queen under the Marginal Lands Act 1950 - 11-11-1981 at 2.07 p.m.

for A.L.R.  
Mortgage 696983/3 to The Rural Banking and Finance Corporation of New Zealand - 13.8.1987 at 9.34 am  
DISCHARGED 25/3/88  
for A.L.R.

Mortgage 357146/2 to the Queen under the Marginal Lands Act 1950 - 26-11-1981 at 2.08 p.m.

Mortgage 357146/3 to The Rural Banking and Finance Corporation - 26-11-1981 at 2.07 p.m.

for A.L.R.  
No. 743505/1 Variation of the terms of the within Lease and renewal of the term for 33 years commencing on 1.1.1988 - 27.5.1988 at 11.58 am  
for A.L.R.

Mortgage 374836/1 to The Rural Banking and Finance Corporation - 30.5.1988 at 9.55 am.

for A.L.R.  
No. 743505/2 Variation of the terms of the within Lease - 27.5.1988 at 11.58 am  
for A.L.R.

Certificate No. 925191/1 that the within Mortgage No. 357146/2, 357146/1 is void in the Rural Banking and Finance Corporation of New Zealand 15/3/1983 at 11.34 am  
for A.L.R.

for A.L.R.  
Variation of Mortgage 696983/3 - 20.7.1990 at 10.40 am  
for A.L.R.  
Mortgage 94464/2 to The Rural Bankers Farmers Finance Limited - 11.15.1991 at 11.15 am  
DISCHARGED 24/3/92  
for A.L.R.

**KNIGHT FRANK (NZ) LIMITED**

Appendix A

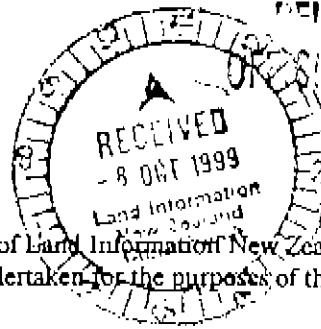
This report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50178 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

<b>LAND STATUS REPORT for MT ALFORD</b>				[LIPS ref.12757]
<b>Property</b>	<b>1</b>	<b>of</b>	<b>1</b>	

<b>Land District</b>	Canterbury
<b>Legal Description</b>	RS 36413, 36415 & 36416 & Part Run 278 situated in Block XVI Somers, Block VIII Hutt, Block IV Alford & Block I Spaxton Survey Districts.
<b>Area</b>	878.8141 hectares
<b>Status</b>	Crown Land subject to the Land Act 1948.
<b>Instrument of Title</b>	Balance Pastoral Lease 529/66 pursuant to section 66 as registered under section 83 Land Act 1948.
<b>Encumbrances</b>	Subject to survey (Part Run 278 only). Subject to Crown right of review regarding the former "Forest Reserve" (Pt Run 278 only) portion in the event of a transfer of the lease. Compensation certificate No. 628356 pursuant to section 17 Public Works Amendment Act 1948. Land Improvement Agreement No. 306610/1 under the provisions of Soil Conservation and Rivers Control Act 1941. Easement of right of way, right to convey telecommunications, right to convey electric power in gross (term 19 years 364 days) in favour of Vodafone by document No. T A313734.2/A412600.1. Subject to Part IVA Conservation Act 1987 upon disposition.
<b>Mineral Ownership</b>	Minerals remain with the Crown as the land has never been alienated since its acquisition for settlement purposes, from the former Maori owners under the Kemp purchase 1848.
<b>Statute</b>	Land Act 1948 & Crown Pastoral Land Act 1998.

<b>Data Correct as at</b>	08 October 1999
<b>[Certification Attached]</b>	Yes

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



**KNIGHT FRANK (NZ) LIMITED**

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

Appendix B

<b>LAND STATUS REPORT for MT ALFORD</b>		<b>[LIPS ref.12757]</b>
<b>Property</b>	<b>1</b>	<b>of 1</b>

<b>Land District</b>	Canterbury
<b>Legal Description</b>	RS 36413, 36415 & 36416 & Part Run 278 situated in Block XVI Somers, Block VIII Hutt, Block IV Alford & Block I Spaxton Survey Districts.
<b>Area</b>	878.8141 hectares
<b>Status</b>	Crown Land subject to the Land Act 1948.
<b>Instrument of lease</b>	Balance Pastoral Lease 529/66 pursuant to section 66 as registered under section 83 Land Act 1948.
<b>Encumbrances</b>	Subject to survey (Part Run 278 only). Subject to Crown right of review regarding the former "Forest Reserve" (Pt Run 278 only) portion in the event of a transfer of the lease. Compensation certificate No. 628356 pursuant to section 17 Public Works Amendment Act 1948. Land Improvement Agreement No. 306610/1 under the provisions of Soil Conservation and Rivers Control Act 1941. Easement of right of way, right to convey telecommunications, right to convey electric power in gross (term 19 years 364 days) in favour of Vodafone by document No. T A313734.2/A412600.1. Subject to Part IVA Conservation Act 1987 upon disposition.
<b>Statute</b>	Land Act 1948 & Crown Pastoral Land Act 1998.

<b>Date Correct to As At</b>	08 October 1999
<b>[Certification Attached]</b>	Yes
<b>Prepared by</b>	Peter M King
<b>Crown Accredited Agent</b>	Knight Frank (NZ) Limited

**Certification:**

Pursuant to section 11(1)(I) of the Survey Act 1986 and acting under delegated authority of the Surveyor-General pursuant to section 11 (2) of that act, I hereby certify that the land described above is; Crown Land subject to the Land Act 1948.

*R. Moulton*

Date 15 / 10 / 1999

R Moulton, Chief Surveyor  
Land Information New Zealand, Christchurch

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*MT ALFORD RESEARCH - Property 1 of 1*

**Notes : This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6**

- (i) Legal road not contiguous with the current riverbank along or parallel to the North Branch Ashburton River.
- (ii) Pastoral Lease 529/66 carries the condition; "That the Crown reserves the right to review the position regarding the former Forest Reserve portion (now Pt Run 278 formerly Pt R3117/3118 - State Forest) included in the lease in the event of a transfer of the lease". This condition may in fact have been addressed by, the surrender of Section 1 SO 18859 ?
- (iii) Telecom remote site "Mt Alford". Although agreement has been reached with the current lessees the documentation, under section 60 of the Land Act 1948 and transfer to the SOE, has yet to be concluded.
- (iv) Completion of Item (iii) above, will provide a discharge of compensation certificate No. 628356.
- (v) Recreation permit for an Astronomical Observatory. Site and access would appear to be over the same area and track as used by Telecom?
- (vi) Private hut (R.A & L.M McIvor) erected on RS 36413 "Petersons Flat" North Branch Ashburton River with consent of CCL. No further record after 1992?
- (vii) Files (1982) indicate further consent for additional huts (Petersons Flat), ie South Canterbury Catchment Board (now Canterbury Regional Council) and inclusion of a water level recorder. Enhanced access requested by CRC, from lessee (1999).
- (viii) Small areas of Crown Land SO 3171 North Branch Ashburton River (allocation D\*K36\*1\*C0) to Department of Conservation. Do not form part of lease.
- (ix) Reconciliation of boundary fencing can only be identified upon survey.
- (x) Current definition of Pt Run 278, made up of compiled plan (SO 11388/18859) less surrendered area by deduction. RS 34613, 34615 & 34616 adequately defined.

LAND STATUS REPORT for MT ALFORD

[LIPS ref. 12757]

Property 1 of 1

Research Data: *Some Items may be not applicable*

Property	1	of	1	
SDI Print Obtained	Yes			
NZMS 261 Ref	K36			
Local Authority	Ashburton District Council			
Crown Acquisition Map	Kemp Purchase			
SO Plan	RS 36413 (SO 3168) RS 36415 (SO 3171) RS 36416 (SO 3171) & Part Run 278 (SO 11388/18859) subject to survey)			
Relevant Gazette Notices	N/A			
CT Ref / Lease Ref	Balance Pastoral Lease 529/66.			
Legalisation Cards	N/A			
CLR	N/A			
Allocation Maps (if applicable)	Allocation to SOE (Telecom Remote Site) I*K36*1*C0 "Mt Alford".			
VNZ Ref - if known	All assessment 24480-37700 (RS 34613, 34615 & 34616) All assessment 24390-02700 (Pt Run 278)			
Crown Grant Maps	Hutt (1879), Alford (1878), Spaxton (1878), BM 47 (1863)			
If Subject land Marginal Strip:	Note: Subject to the provisions of section 58 of the Land Act 1948 on SO 11388. No memorial on lease.			
a) Type [Sec 24(9) or Sec 58]				
b) Date Created	North Branch Ashburton River forms part of the boundary while other lesser streams are clearly depicted on SO 11388 (1970) as a pecked line without a one chain strip having been laid off. In view of LINZ letter dated 13 November 1997 regarding "Lilybank" and Ministerial Co- Ordinating Committee/State Owned Enterprises paper 271 dated 31 March 1987 (Dept of Justice) it would appear this memorial to have no substance unless a one chain strip was laid off by definition on a plan in the Chief Surveyors records.			
c) Plan Reference				



LAND STATUS REPORT for MT ALFORD

[LIPS ref. 12757]

Property 1 of 1

Research - continued

Property 1 of 1	
If Crown land - Check Irrigation Maps.	N/A
Mining Maps	K36 - Prospecting Permit 39 164 currently not granted.
<p><b>If Road</b></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: 1866, 1242, 2774 &amp; BM 47 (Crown Grant).</p> <p>b) Proc Plan: N/A</p> <p>Gazette Ref: N/A</p>
<p><b>Other Relevant Information</b></p> <p>a) Concessions - Advice from DOC or Knight Frank.</p> <p>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998.</p> <p>c) Mineral Ownership</p> <p>d) Other Information</p>	<p>a) Recreation permit to A.H.G McLaughlan (Ashburton Astronomy Society) term 21 years, expires year 2009.</p> <p>b) Subject to Part 9 Ngai Tahu Claims Settlement Act 1998. Deed of Recognition Schedule 17 Ngai Tahu Claims Settlement Act 1998 (Ashburton River) MD 116 SO 19852.</p> <p>c) Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under Kemp Purchase 1848.</p> <p>Contained in [provide evidence]: Pt Run 278; Section 5 Reserves and Other lands Disposal Act 1955 formerly Pt Reserve 3117 by NZ gazette 1881 page 960 confirmation of reservation under the Waste Lands Regulations 1856.</p> <p>RS 36413, 36415 &amp; 36416; lease of small grazing runs 146/299(1894), 162/71 (1894) &amp; 162/72 (1894) respectively, under the provisions of the Land Act 1892.</p> <p>d) Ad Medium Filum Aquae Rights investigated opposite RS 34613, LINZ CH file 23/7/2 folio 470-472, riverbed lands to the Crown. Prior interest by lessee.</p>

File Reference : LINZ (LIPS) 12757

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OFFICIAL INFORMATION ACT

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

## CERTIFICATE OF AUTHORISATION

**PROPERTY ADDRESS:**

**MT ALFORD - NORTH BRANCH ASHBURTON RIVER  
CANTERBURY**

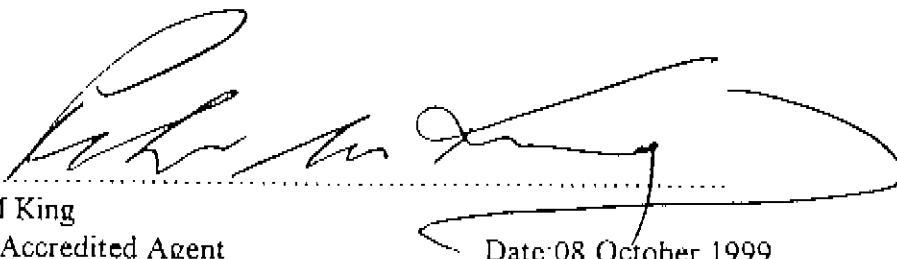
**ASSURANCE**

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

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

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

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



Peter M King  
Crown Accredited Agent

Date: 08 October 1999

**Corporate Offices**

Auckland  
Wellington  
Christchurch

13 Offices Nationwide

**International**

Australia  
Belgium  
Botswana  
China  
France  
Germany

Hong Kong  
India  
Italy  
Japan  
Malawi  
Monaco

Nigeria  
Portugal  
Singapore  
South Africa  
Spain  
Sweden

Tanzania  
The Netherlands  
United Kingdom  
United States  
of America  
Zimbabwe

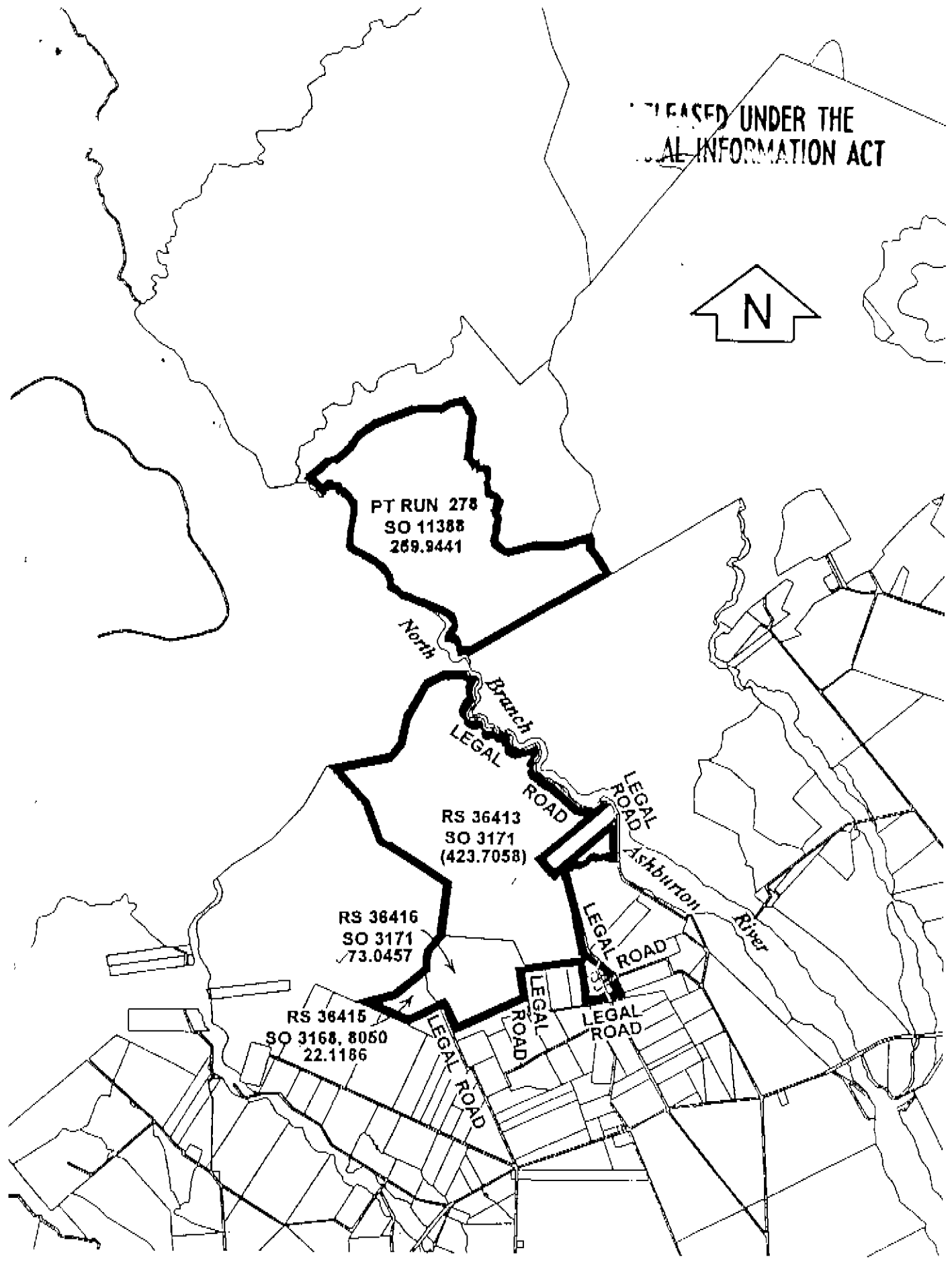
**Postal Address:**

PO Box 142, Christchurch  
New Zealand

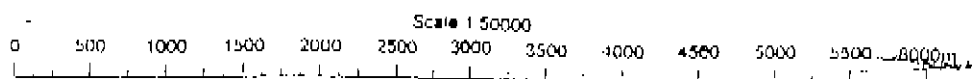
Knight Frank (NZ) Limited  
(An LPL Group Company)

**INTERNATIONAL PROPERTY CONSULTANTS**

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OFFICIAL INFORMATION ACT

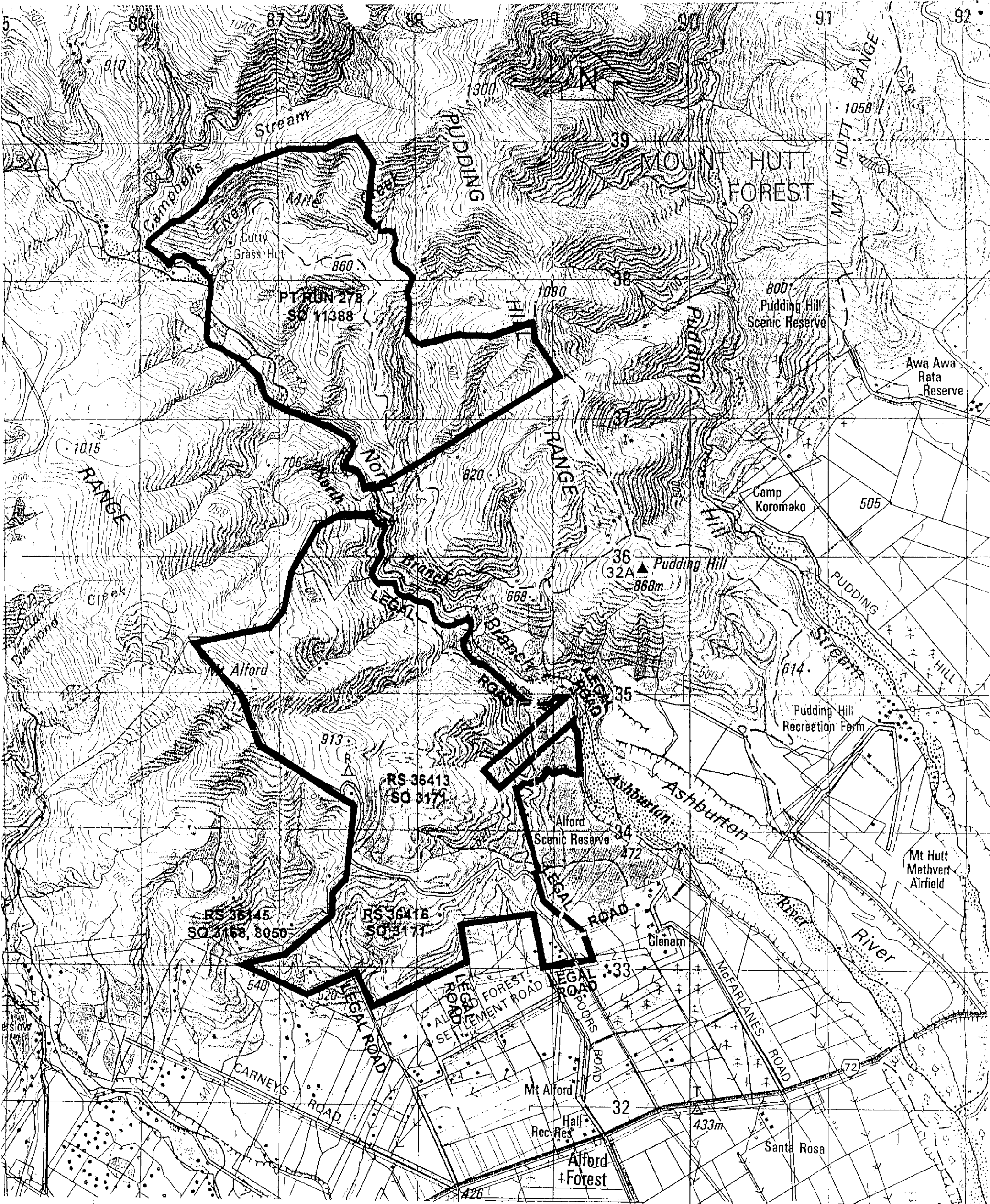


**MT ALFORD (PT RUN 278, RS 36413, RS 36415 & RS 36416)**

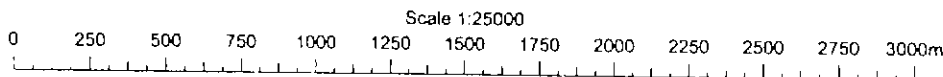


All legal roads and or marginal strips are  
derived from pastoral run "MT ALFORD".

Canterbury Land District  
Cadastral data correct  
as at 8/10/1999  
Reference NZMS 260 - 1



**MT ALFORD (PT RUN 278, RS 36413, RS 36415 & RS 36416)**



TRACED UNDER THE  
REGISTRATION ACT



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



R. W. Muir  
Registrar-General  
of Land

**Part-Cancelled**

**Identifier** CB529/66  
**Land Registration District** Canterbury  
**Date Registered** 23 April 1954 01:55 pm

**Prior References**  
CB442/30                      CB442/75                      CB442/82

<b>Type</b>	Lease under s83 Land Act 1948	<b>Term</b>	Thirty three years commencing on the first day of January 1955 and renewed for 33 years commencing on 1.1.1988
<b>Area</b>	1105.6641 hectares more or less		

**Legal Description** Rural Section 36413 and Rural Section 36415 and Rural Section 36416 and Section 1 Survey Office Plan 18859 and Part Run 278

**Proprietors**  
Mt. Alford Station Limited

**Interests**

- 470083 Certificate varying the terms of the within lease - 18.11.1957 at 1.36 pm
- 628356 Compensation Certificate pursuant to Section 17 Public Works Amendment Act 1948 - 29.6.1964 at 1.30 pm
- 306610.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 22.12.1980 at 9.01 am
- 743505.1 Variation of the within lease extending the term for 33 years commencing on 1.1.1988 and varying the terms therein - 20.4.1988 at 11.04 am
- 743505.2 Variation of the terms of the within Lease - 27.5.1988 at 11.58 am
- A6265.4 Certificate of Alteration varying the terms of the within Lease - 24.7.1992 at 2.15 pm
- A6265.7 Mortgage to Trust Bank South Canterbury Limited - 24.7.1992 at 2.15 pm
- A57871.1 Partial Surrender of Lease as to Section 1 SO Plan 18859 (226.8500ha) - 25.6.1993 at 11.53 am
- A313734.2 Transfer creating the following easements in gross [for a term of 19 years 364 days from 18.4.1995] - 22.8.1997 at 10.45 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Right of way	Rural Section 36413, Rural Section 36415 and Rural Section 36416 - herein	A SO Plan 19643	Vodafone New Zealand Limited	
Right of way	Rural Section 36413, Rural Section 36415 and Rural Section 36416 - herein	B SO Plan 19643	Vodafone New Zealand Limited	
Convey telecommunication	Rural Section 36413, Rural Section 36415 and Rural Section 36416 - herein	C SO Plan 19643	Vodafone New Zealand Limited	

RELEASED UNDER THE  
OFFICIAL INFORMATION ACT

**Identifier**

**CB529/66**

Convey electric  
power

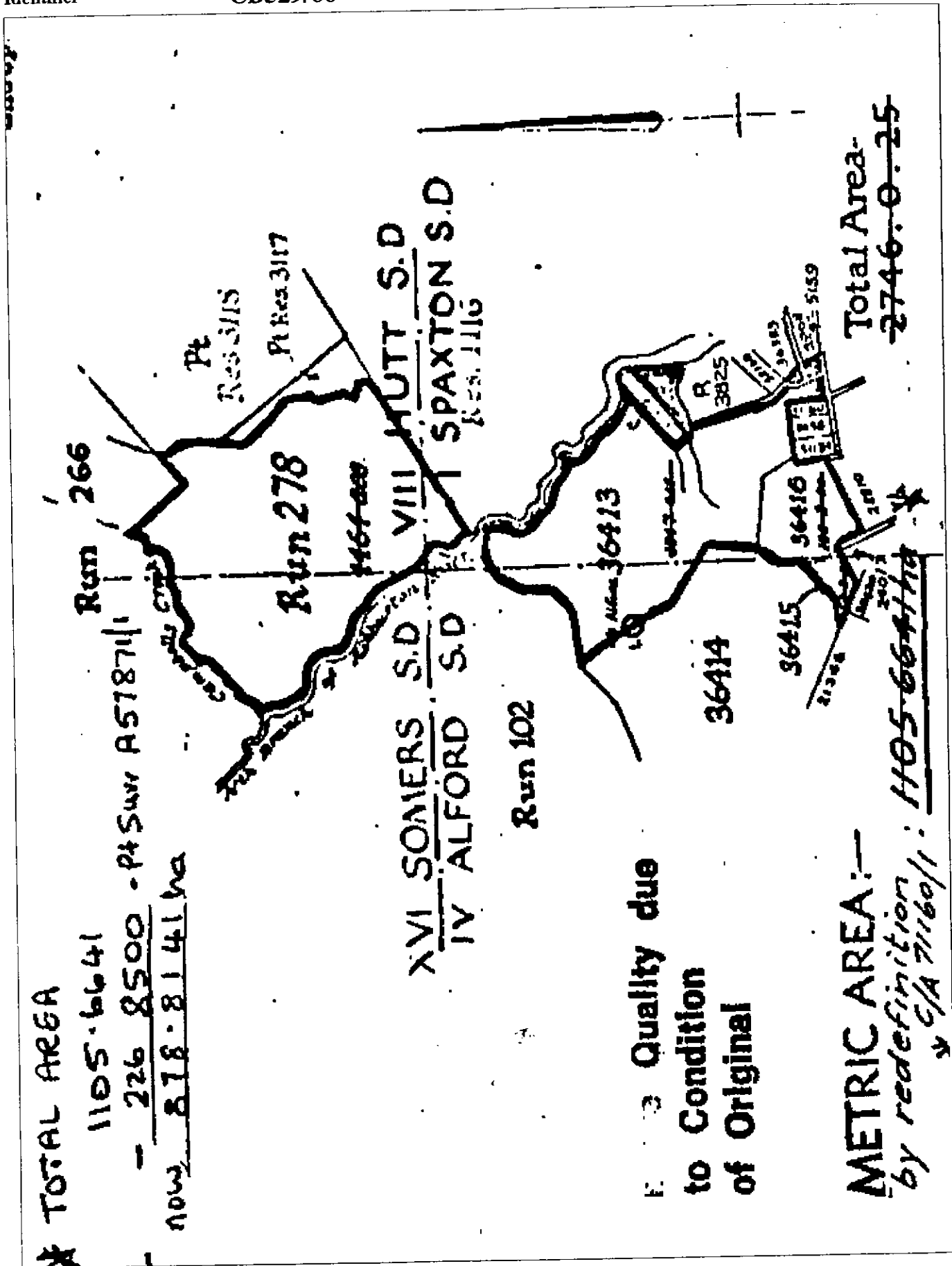
Rural Section 36413,  
Rural Section 36415  
and Rural Section  
36416 - herein

D SO Plan 19643

Vodafone New Zealand  
Limited

Identifier

CB529/66





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



**Historical Search Copy**

**Part-Cancelled**

**Identifier** CB529/66  
**Land Registration District** Canterbury  
**Date Registered** 23 April 1954 01:55 pm

**Prior References**  
CB442/30                      CB442/75                      CB442/82

<b>Type</b>	Lease under s83 Land Act 1948		
<b>Area</b>	1105.6641 hectares more or less	<b>Term</b>	Thirty three years commencing on the first day of January 1955 and renewed for 33 years commencing on 1.1.1988

**Legal Description** Rural Section 36413, Rural Section 36415, Rural Section 36416 and Section 1 Survey Office Plan 18859

**Original Proprietors**  
Mt. Alford Station Limited

**Interests**

- 470083 Certificate varying the terms of the within lease - 18.11.1957 at 1.36 pm
- 628356 Compensation Certificate pursuant to Section 17 Public Works Amendment Act 1948 - 29.6.1964 at 1.30 pm
- 306610.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 22.12.1980 at 9.01 am
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Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Right of way	Rural Section 36413, Rural Section 36415 and Rural Section 36416 - herein	A SO Plan 19643	Vodafone New Zealand Limited	
Right of way	Rural Section 36413, Rural Section 36415 and Rural Section 36416 - herein	B SO Plan 19643	Vodafone New Zealand Limited	
Convey telecommunications	Rural Section 36413, Rural Section 36415 and Rural Section 36416 - herein	C SO Plan 19643	Vodafone New Zealand Limited	



RELEASED UNDER THE  
OFFICIAL INFORMATION ACT

Identifier

CB529/66

Convey electric  
power

Rural Section 36413,  
Rural Section 36415  
and Rural Section  
36416 - herein

D SO Plan 19643

Vodafone New Zealand  
Limited

5089409.1 Departmental dealing correcting the legal description by adding Part Run 278. This appellation was omitted due to a Change of Appellation memorial A8188.1 on the pre-converted title not stating that the new appellation applied to part only of the Run.- 3.10.2001 at 9:10 am

RELEASED UNDER THE OFFICIAL INFORMATION ACT

REGISTER Not registered under the Land Transfer Act 1952 Entered in the Register-book, Vol. 529, fol. 66

NEW ZEALAND

CANTERBURY LAND DISTRICT

the 23rd day of April 1954

Issued as a Renewal of (see in Exchange for) Lease registered in Vol. 442 fol. 30 Vol. 442 fol. 75 Vol. 442 fol. 82

6/4 412775

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. F.52

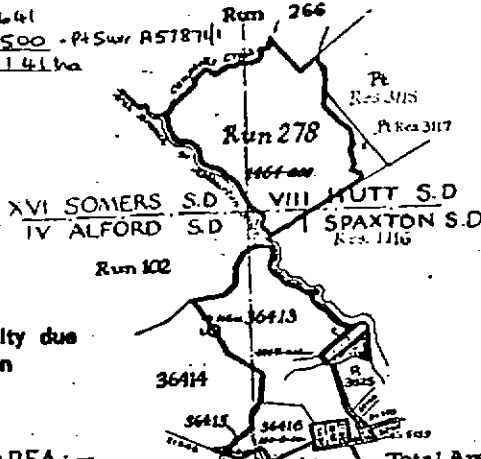


529/66

This Deed, made the First day of January between HER MAJESTY THE QUEEN and HER MAJESTY THE KING (who, with HER heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and JAMES JOSEPH SHEEPFARMER (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH

one thousand nine hundred and fifty-five (1955) of Alford Forest in the Dominion of New Zealand, (also, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part. WITNESSETH

\* TOTAL AREA 1105.6641 - 226.8500 = 878.8141 ha



situated in the Land District of Canterbury Run 278 and Rural Sections 36413, 36415 and 36416 situated in Blocks XVI Somers, VIII Hutt, IV Alford and I, Spaxton Survey Districts (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 January together with one thousand nine hundred and fifty-five (1955) together with the period between the date of this lease and the aforesaid first day of

Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Canterbury the clear annual rent of One hundred and fifteen pounds (£115. 0. 0) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of ( ) (the receipt of which sum is hereby acknowledged) and thereafter ( ) half-yearly instalments of ( ) pounds ( ) shillings and ( ) pence ( ) on the 1st day of January and the 1st day of July in each year in the same manner as a rent.

Quality due to Condition of Original

METRIC AREA: by redefinition 1105.6641 ha

Total Area 878.8141 ha

Scale: 1 mile to an inch

- 1. THAT the Lessee will fully and punctually pay the rent herebefore reserved at the times and in the manner herebefore stated in this Deed; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that 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 lawfully 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 Local Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Canterbury (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1923.
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, 1925.
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 first day 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, cut, 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 purpose 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 Sawmills Tax Act, 1905, burn any timber, wood fire, or grass on the said land, nor permit any timber, wood fire, 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.

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, 1913) 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 as a garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
(c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 64 (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 this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

529/66

- (6) THAT the Lessee shall have no right of acquiring the fee simple of the said land.
- (7) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,
  - (a) Cultivate any portion of the said land for the purpose of growing winter food for the stock depastured thereon;
  - (b) Chop 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) Pasture any 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.
- (8) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed sheep on a basis of a count of one for a dry sheep and of one and a half for breeding ewes.
- (9) 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 in the notification 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 Lessee, then the Land Settlement Board may, subject to the provisions of section 144 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.
- (10) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such 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.
- (11) 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 1320 sheep (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may, by notice in writing, permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient to do so. Any permission granted shall be subject to revocation or amendment by the Commissioner at any time and in particular in the event of transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.
- (12) THAT the Crown reserves the right to review the position regarding the former Forest Reserve portion (Run 278) included in the lease in the event of a transfer of the lease.

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

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

Witness: Christchurch  
Occupation: Land Office Clerk  
Address: Christchurch

[Signature]  
Assistant Commissioner of Crown Lands

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

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

[Signature] Lessee

470083 Certificate varying the terms of the lease produced 18/4/67 at 1.36 pm

Mortgage 616661 to The Rural Banking and Finance Corporation of New Zealand 12/11/64 at 10.20 am

No 628356 Certificate pursuant to Section 17 of the Public Works Amendment Act 1947. 29/6/1964 at 1.30 pm

Variation of mortgage 616661 - 14.7.1966 at 2.50 pm

Mortgage 715851 to The Rural Banking and Finance Corporation of New Zealand 19/7/1967 at 1.40 pm

Variation of Mortgage 616661 - 29.11.1971 at 1.33 pm (with consent of mortgagee under mortgage 715851)

Variation of mortgage 715851 - 29.3.1972 at 1.40 pm

Mortgage 43111/2 to The Rural Banking and Finance Corporation of New Zealand 22.7.1964 at 1.49 p.m.

Mortgage 56940/1 to The Rural Banking and Finance Corporation of New Zealand 29.10.1975 at 2.04 p.m.

No. 74460/1 Certificate of Alteration taking part Run 278 Rural Sections 36413, 36415 and 36416 containing 1105.6641 hectares - 8.3.1976 at 9.28 a.m.

No. 71160/1 Certificate of Alteration whereby the area of the within lease is 1105.6641 hectares - 8/3/1976 at 9.28 a.m.

Variation of Mortgage 616661 - 14.2.1977 at 2.2 p.m.

DEEDS  
1.55  
202

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.

Variation of Mortgage 43111/2 - 28.6.1978 at 11.30 am.

OVER

[Signature] for A.L.R. OVER

Certificate No. 134420/1 that the within mortgage No. 715862, 113051 is vested in the Rural Banking and Finance Corporation of New Zealand 24 6 1978 at 10.34 a.m.

*[Signature]*  
for A.L.R.

Mortgage 426879/3 to The Perpetual Trustees Estate and Agency of New Zealand Limited - 25-3-1983 at 11.55 a.m.

*[Signature]*  
for A.L.R.

Mortgage 426879/4 to The Rural Banking and Finance Corporation - 25-3-1983 at 11.25a.m.

*[Signature]*  
for A.L.R.

Mortgage 235457/4 to The Rural Banking and Finance Corporation - 19.10.1979 at 9.55 am.

DISCHARGED  
22 FEB 1984

Mortgage 235457/5 to The Rural Banking and Finance Corporation - 19.10.1979 at 9.55 am.

DISCHARGED  
17/10/1980

Variation of Mortgage 616661 - 19.10.1979 at 9.43 a.m.

*[Signature]*  
for A.L.R.

Transfer 298994/1 to Peter Albert Walter Harmer of Alford Forest, Farmer - 3.11.1980 at 11.11 a.m.

*[Signature]*  
for A.L.R.

Mortgage 298994/2 to Peter Joseph Harmer - 3.11.1980 at 11.11 a.m.

DISCHARGED  
20/1/1981

*[Signature]*  
for A.L.R.

No 306610/1 Land Improvement Agreement pursuant to Soil Conservation and Rivers Control Act 1941 - 22.12.1980 at 9.01 am.

*[Signature]*  
for A.L.R.

Transfer 353207/1 of a one-half share in Mortgage 298994/2 to Nancy Alison Harmer - 5.11.1991 at 9.37 am.

*[Signature]*  
for A.L.R.

Mortgage 357146/1 to Her Majesty the Queen under the Marginal Lands Act 1950 - 26-11-1981 at 2.07p.m.

DISCHARGED  
12/10/1981

*[Signature]*  
for A.L.R.

Mortgage 357146/2 to Her Majesty the Queen under the Marginal Lands Act 1950 - 26-11-1981 at 2.08p.m.

DISCHARGED  
22/10/1981

*[Signature]*  
for A.L.R.

Mortgage 357146/3 to The Rural Banking and Finance Corporation - 26-11-1981 at 2.07p.m.

DISCHARGED  
17/10/1981

*[Signature]*  
for A.L.R.

Mortgage 374836/1 to The Rural Banking and Finance Corporation - 30.3.1982 at 9.55 am.

DISCHARGED  
15/10/1984

*[Signature]*  
for A.L.R.

Certificate No. 425141/1 that the within mortgage No. 357146/2, 357146/1 is vested in the Rural Banking and Finance Corporation of New Zealand 15 3 1983 at 11.54 am

*[Signature]*  
for A.L.R.

Mortgage 944647/2 to Brightson Farmers Finance Limited - 15.7.1991 at 11.15am

*[Signature]*  
for A.L.R.

OVER...

DISCHARGED  
24/10/1991

*[Signature]*  
for A.L.R.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Transfer 959041/2 of a one-half share to Mary Anne Harmer of Alford Forest, Farmer - 9.10.1991 at 11.01am

*C. M. Ware*  
for  
A.L.R.

A412600.1 Transfer of the easements contained in Transfer A313734.2 to Vodafone New Zealand Limited - 28.6.1999 at 9.00

*Obone*  
for RGL

No. A6265/4 Certificate of Alteration varying the terms of the within Lease - 24.7.1992 at 2.15pm

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

Transfer A6265/6 to Nico (No. 40) Limited at Ashburton - 24.7.1992 at 2.15pm

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

Mortgage A6265/7 to Trust Bank South Canterbury Limited - 24.7.1992 at 2.15pm

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

No. A6265/8 Change of Name of the above proprietor to Mt. Alford Station Limited - 24.7.1992 at 2.15pm

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

No. A8188/1 Change of Appellation whereby the description Part Run 278 (Mt Alford) is changed to Section 1 S.O. Plan 18859 - 11.8.1992 at 9.01am

*E. S. J. O.*  
for  
A.L.R.

No. A57871/1 Partial Surrender of the within lease as to Section 1 S.O. Plan 18859 (226.8500ha) - 25.6.1993 at 11.53am

*C. M. Ware*  
for A.L.R.

No. A238245/2 presented for registration 20.5.1996 and withdrawn 21.5.1996

*G. A. L. R.*  
A.L.R.

CAVEAT A240155/1 BY BELLSOUTH ASIA/PACIFIC ENTERPRISES INC, BELLSOUTH NEW ZEALAND LIMITED, BELLSOUTH NEW ZEALAND HOLDINGS LIMITED AND ST CELLULAR ENTERPRISE LTD - 30.5.1996 at 10.46am

*C. M. Ware*  
for A.L.R.

Subject to a right of way easement in gross (marked A & B on S.O. Plan 19643) a right to convey telecommunications easement in gross (marked C on S.O. Plan 19643) and a right to convey electric power easement in gross (marked D on S.O. Plan 19643) over part herein in favour of BellSouth Asia/Pacific Enterprises Inc, BellSouth New Zealand Limited, BellSouth New Zealand Holdings Limited and ST Cellular (NZ) Pte Limited (for a term of 19 years 364 days from 18.4.1995) created by Transfer A313734.2 22.8.1997 at 10.45

*E. S. J. O.*  
for DLR

RELEASED UNDER THE OFFICIAL INFORMATION ACT