

Crown Pastoral Land Tenure Review

Lease name : MT HAY

Lease number : PT 044

Due Diligence Report (including Status Report)

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

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

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

December 05

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

MT HAY PASTORAL LEASE

File Ref: CON 50239/09/12691/A-ZNO-01 Report No: **CH 0027**Report Date: **30/01/2001**Office of Agent: **Christchurch**LINZ Case No: ~~007~~Date sent to LINZ: **30/01/2000**

TR01/33

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:
 - a) Creation of a reserve over part of the lease adjacent to Lake Tekapo for a Local Purpose (recreation) reserve. *Dead issue, not current, no action to date.*
 - b) Legalisation of the site and access occupied by the BCNZ TV translator facilities on the lease, should they still exist. *not Need to check if facilities still exist if lease/agreement renewed*
 - c) Renegotiation of the use and occupation of those parts of the lease required by the Ministry of Defence (New Zealand Army). An Accredited Supplier has been engaged to complete this action on behalf of the Ministry. *Not a TR matter; to be dealt with under PWA Act or similar*
 - d) Legal documentation of the rent review against the lease. *no requirement to register rent reviews on lease*
3. That the Commissioner or his delegate note that there are no potential liabilities that have been identified as a result of the file search.
4. That the Commissioner or his delegate note the following matters:
 - a) The matter of the lessor's interest to land taken by Proclamations 439476 and 457827 remains unresolved. *not now part of Past. Lease. Not a TR matter*
 - b) The historical spread of broom in Boundary Stream on the common boundary with the Richmond Pastoral lease. *Not a TR matter*

Signed by Agent:


 Name: **D. Ferguson**

Opus International Consultants Limited

with the exception of recommendations 2(a), (c) and 4(a) & (b).

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


 Name: **MICHAEL JOHN TODD**
Date of Decision: **22/2/2001**

1. Details of Lease:

Lease Name: Mt Hay.

Location: On Lilybank Road, 7 km north of Tekapo Township.

Lessee: Helen Joyce SIMPSON, Andrew William SIMPSON and Joseph Gordon BUTTERFIELD.

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

Term: 33 years from 1 July 1987 (Expires 30.6.2020).

Annual Rent: \$ [REDACTED]

Rental Value: \$ [REDACTED]

Date of Next Review: 30 June 2009.

Land Registry Folio Ref: CL529/48 (Canterbury Registry).

Legal Description: Run 348 Situated in Block XVI Tekapo North and Blocks III IV VI VII VIII X XI XII XIV and XV Tekapo Survey Districts.

Area: 10,870.0000 ha

2. File Search:

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

| File Ref | Volume | First Folio No. | Date | Last Folio No. | Date |
|----------|--------|-----------------|------------|----------------|------------|
| Pt 044 | 1 | | 4/1/1912 | | 12/12/1932 |
| Pt 044 | 2 | | 3/2/1933 | | 16/6/1958 |
| Pt 044 | 3 | | 1/7/1958 | | Feb 1979 |
| Pt 044 | 4 | | March 1979 | - | 8/12/1988 |
| Pt 044 | 5 | - | 9/12/1988 | - | 30/6/2000 |

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

File Reference: CON/50239/09/12691/A-ZNO-02

Volume: 1 and 2

First Folio No.: 1

Date: 30 October 2000

Last Folio No.: -

Date: Current

Other relevant files held by LINZ:

| File reference | Volume | First Folio No. | Date | Last Folio No. | Date |
|----------------------|------------------------|-----------------|--------|----------------|---------|
| CPR/01/01/20/138-ZNO | (file not made up yet) | | | | |
| CPL/04/10/12691-ZCH | 1 | - | 1/3/97 | - | Current |

3. Summary of Lease Document: (Copy of CL529/48 attached as **Appendix 1**)

3.1 Terms of Lease

A 33 year term from 1 July 1987 at the Annual rental of \$[REDACTED] based on the Rental Value of \$100,000.

The lease was transferred to the current lessees by Transfer 680300/1 (registered on 13 May 1987).

Memorandum of Renewal of Lease No. C764454/1 was registered on 16 September 1988.

Rent review was undertaken as at 1 July 1998 but has not been registered against the lease.

Stock Limitation in Lease

4,950 sheep.

Commencement date

1 July 1987.

Other Provisions

No other relevant provisions.

3.2 Area Adjustments

No adjustments have been made to the current lease.

3.3 Registered Interests

Reservation of Manoeuvre rights to HMQ (NZ Army).

Memorandum of Variation Document 410665 reserves to HMQ (the New Zealand Army) manoeuvre rights, the details of which are specified in that document.

Land Improvement Agreement

Land Improvement Agreement 518661/1 registered 23 November 1984.

Mortgages

A367890.3 to RABO Wrightson Finance Limited registered 9 September 1998.

3.4 Unregistered Interests

Recreation Permits

A search of available records did not reveal the existence of any Recreation permits.

Unregistered Mortgages /debts

None known.

4. Summarise any Government programmes approved for the lease:

Land Improvement Agreement Document 518661/1 secures a SWC Plan executed on 16 November 1984 between the then lessee, Mt Hay-Balmoral Limited, and the Waitaki Catchment Commission. The works

involved erosion control fencing to effect the reduction of grazing pressure on erosion prone country. The works and requirements of the Plan apply for 33 years (expiring 2017) except by agreement.

This property is not part of any Rabbit and Land Management Plan.

5 Summary of Land Status Report:

A Land Status Report undertaken by Opus International Consultants Ltd on 15 January 2001 confirms the status of the land as Crown Land, leased pursuant to Section 66 of the Land Act 1948 and registered under Section 83 of the same Act.

The land is subject to the registered interests included in *Clause 3.3* above and Part IVA of the Conservation Act 1987 upon disposition.

The minerals remain with the Crown as the land has never been alienated since its acquisition from the original Maori owners under the Kemp Purchase.

The report noted the following issues:

1. Pastoral lease CL 529/48 contains a notation for Section 58 strips to be excluded from the lease along all rivers and streams over 3 metres in width. This was perpetuated at renewal of the lease in 1987 and denoted on SO 14172.
2. Proclamations 439473 and 457827 relate to the acquisition of leasehold interests in the land and the question of the lessor's (Crown's) interest remains unresolved.
3. On 21 June 1979 (folio 563 on file P44) the Commissioner of Crown Lands, Christchurch approved the installation of a TV Translator site on Mt Hay and no action has been taken to legalise this facility.
4. In 1977 the Commissioner of Crown Lands obtained a report in support of proposals to reserve and vest in Council a 4.9600 hectare (11 acres 3 roods 09.6 perches on SO 9740) area of land on the Lake Tekapo foreshore for recreation purposes but action to formally reserve the area has not been completed.
5. The lessee was advised of the valuations for rent review purposes on 21 August 1997 and had subsequently deemed to have accepted. The rent review was effective as at 1 July 1998 but the review has not yet been registered on the title.
6. Variation 410665 was registered against the lease in 1954 providing for HMQ (NZ Army) manoeuvre rights. Notwithstanding Memorandum of Renewal C764454/1 these rights are considered by the Crown's legal adviser to be unacceptable for the purposes of agreement between the lessee and the Ministry of Defence and the current state of any negotiations is unknown.
7. A report from Knight Frank (NZ) Limited dated 3 July 1998 highlighted the historical spread of broom in Boundary Stream on the common boundary with Richmond Pastoral lease.

A copy of the Land Status Report is attached as Appendix 2.

6 Review of Topographical and Cadastral Data:

Both maps attached to the Land Status Report show there are no known huts, water races, historic sites, transmission lines or airstrips on the property.

The topographical map does not show the existence of the TV Translator site on Mt Hay but that does not necessarily mean it does not exist.

Legal Roads – formed and paper

The Land Status Report indicates that the original plan denoted the roads abutting the roads are legal by Crown Grant or Section 110A of the Public Works Act 1928.

Fenced boundaries vs Legal Boundaries

There would appear to some minor deviation on the southern boundary.

7 Details of any neighbouring Crown or Conservation land

The following areas adjoin the pastoral lease:

| | |
|----------------------------|--|
| North Western Boundary | Run 289 (Richmond Pastoral lease) |
| North & Eastern Boundaries | RS's 40135, 40136, 41129 and part Section 15A Sherwood Downs Settlement |
| South Eastern Boundary | Run 330 (Holbrook Pastoral lease) |

8 Summarise any uncompleted actions or potential liabilities

8.1 Recreation Reserve Proposals

Creation of a reserve over part of the lease adjacent to Lake Tekapo for a Local Purpose (recreation) Reserve.

8.2 NZ Army Manoeuvre, etc, rights

Renegotiation of the use and occupation of those parts of the lease required by the Ministry of Defence (New Zealand Army).

8.3 BCNZ TV Translator Site

Legalisation of the site and access occupied by the BCNZ TV translator facilities

8.3 Rent Review

The lessee was notified of rent review on 21 August 1997 and had deemed to have accepted the values / rent. The rent review was effective as at 1 July 1998 but has not yet been registered on the title and appears to have been overlooked.

APPENDICES

- 1. Copy of Lease document**
- 2. Copy of Land Status Report**

registered in Vol. 1,20 fol. 117 and Crown land

CALIT:CALURY

LAND DISTRICT

2nd day of July

[L. and E. B.—]

No. F. 44.

This Deed, made the First day of, March

of Lake Tekapo in the Dominion of New Zealand

(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 HAVE AND 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, 1901, and ending on the first day of July, 1934, together with the period between the date of this lease and the aforesaid first day of July, 1901.

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 Gantebury the clear annual rent of Two hundred and thirty-five pounds (£ 235) 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 thereon 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 aforesaid.

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

1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner 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 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, 1929.
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 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 Newell's Tussock Act, 1916, burn 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 work.
- Pursuant to Section 58 of the Land Act 1948 a strip of land one chain in width along the banks of all streams and rivers is excluded from the within lease.

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

- (4) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (5) 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 or situated within 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building or dwelling-house.
- Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purposes on the said land, but not otherwise.
- (6) 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, 1918, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

**Unique Quality due
to Condition
of Original**

529/48

(4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.

(5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,—

(i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;

(ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;

(iii) Plough and sow in grass any portion of the said land;

(iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;

(v) Surface sow in grass any portion of the said land;

Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.

(6) 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 next month shall not, without the prior consent of the Commissioner, exceed the carrying capacity of the said land as determined by the Commissioner on the basis of one cow or one sheep and one half for breeding cows.

(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, 1949, 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, 1949, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

(9) That the Lessee shall be deemed not to have failed to use due care in stocking or to have overstocked so long as the number of sheep depastured on the said land does not exceed 4500 (being an increase of ten per cent on the carrying capacity of the said land as determined by the Commissioner on the basis of one cow or one sheep and one half for breeding cows). 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 so granted shall be subject to revocation or amendment by the Commissioner at any time and in particular in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

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

Canterbury

, on behalf of the Lessor, hath hereunto set his

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

Witness: S. J. Smith

Occupation: Land Officer

Address: Christchurch

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

Witness: R. J. Smith

Occupation: Accountant

Address: Timaru

37,589 Mortgage John Williams Simpson to the State
Mortgage and together with the interest thereon
produced 17.12.1954 at 10.15 a.m.
DISCHARGED
R. J. Smith

(Mortgage 181107 of part 17000 acres) John Scott to
the State Advances Corporation of
New Zealand - 23 September 1951
at 12.17 p.m.
DISCHARGED
R. J. Smith

410665 Variation of the conditions of within lease produced
22 December 1954 at 10.1 a.m.
DISCHARGED
R. J. Smith

434074 Statutory Declaration of the Lessee
to the Statutory Declaration of the Lessee
at 14.12.54 - 5.10.1954 at 10.15 a.m.
DISCHARGED
R. J. Smith

439473 Proclamation proclaiming part of within land
(containing 22.10.1954) to be taken for the development of
water power (Lake Tekapo Power Scheme) entered 11 June 1956
at 1.50 p.m.
DISCHARGED
R. J. Smith

| |
|--------------|
| LAND & DEEDS |
| CL |
| 6.1.1954 |
| 10.11.1954 |
| 1.1.1955 |
| Vol No. 3891 |

439478 Proclamation proclaiming
part of within land adjoining
within land to be closed
entered 11 June 1956 at 1.55 p.m.
DISCHARGED
R. J. Smith

452 633 Electricity Agreement under
Section 3 Electricity Act 1948
entered 1 February 1955 at 11.2.55 a.m.
DISCHARGED
R. J. Smith

457827 Proclamation proclaiming the leasehold interest
in part of within land containing together with
the interest therein for the development of water
power (Lake Tekapo Power Scheme) entered 3 June 1956 at 1.55 p.m.
DISCHARGED
R. J. Smith

R. J. Smith
Assistant Commissioner of Crown Lands.

R. J. Smith
Lessee.
559800 Surrender of part of the within lease as to
102 acres 2 roods 10 perches with the consent of the
chargeholder under Electricity Agreement No. 452
and Statutory Declaration No. 424074
DISCHARGED
R. J. Smith

No. 675563. Certificate of Alteration
Certifying that the area of the within
lease has been increased to 25,796 a
3 roods 7.3 perches by the incorporation
of the lease 5175 (Haddo 3 roods 9.1
a 28/2/1966 at 9.5 a.m.
DISCHARGED
R. J. Smith

Mortgage 836761 to the State
Advances Corporation - 11.10.1954
DISCHARGED
R. J. Smith

THIS REPRODUCTION (ON A REDUCED SCALE)
CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL REGISTER FOR THE PURPOSES OF
SECTION 215(1) LAND TRANSFER ACT 1952.
R. J. Smith
A.L.R.

No. 894156 Certificate of
Alteration varying the terms
of the within lease -
9/1/1973 at 10.45 a.m.
DISCHARGED
R. J. Smith

Transfer 894157 to Mt.
Hay-Balmoral Station Limited
at Timaru - 9/1/1973 at
10.45 a.m.
DISCHARGED
R. J. Smith

-OVER-....

Mortgage 894158 varying the terms of
Mortgage 836761 to The State Advances
Corporation - 9/1/09 at 10.45 a.m.

A.L.R.

Mortgage 82287/1 to Rural Banking and
Finance Corporation of New Zealand -
1.6.1976 at 9.01 a.m.

A.L.R.

Variation of Mortgage 82287/1 -
23.10.1984 at 9.48 a.m. *Rejected*

for A.L.R.

No. 518661/1 Land Improvement
Agreement under the Soil Conservation
and Rivers Control Act 1941 -
23.11.1984 at 11.16 a.m.

A.L.R.

Variation of Mortgage 82287/1 -
22.1.1985 at 9.11am

for A.L.R.

Transfer 680300/1 to Helen Joyce
Simpson of Tekapo, Widow and Andrew

Transfer 680300/1 to Helen Joyce
Simpson of Tekapo, Widow, Andrew
William Simpson of Tekapo, Farmer
and Joseph Gordon Butterfield of
Timaru, Chartered Accountant -
13.5.1987 at 10.50a.m.

for A.L.R.

Mortgage 680300/2 to The Rural
Banking and Finance Corporation
- 13.5.1987 at 10.50a.m.

for A.L.R.

No. 764454/1 Variation of Covenants and
renewal of Term for 33 years commencing
on 1.7.1987 - 16.9.1988 at 10.45am

for A.L.R.

A367890.3 Mortgage to RABO Wrightson
Finance Limited - 9.9.1988 at 9.51

for DLR

111952/1 Change of appellation whereby the description
of the within land is changed to Proc. 439478 (101m x 44m)
(3035m²) + (7428m²) are changed to Part Run 270
produced this 7 day of JANUARY 1977 at 9.02
Assistant Land Registrar

No. 114995/1 Certificate of Alteration incorporating
herein Parts run 270 "Mt Hay" Blocks VI and X
Tekapo Survey District containing 1.4239 heptares -
4.2.1977 at 9.08a.m.

A.L.R.

139027/1 Change of appellation whereby the description
of the within land is changed to Run 348 'MT HAY'
produced this 18th day of JULY 1977 at 10.17a.m.
Assistant Land Registrar

No. 148578/1 Certificate of Alteration certifying that
the area of the within lease has been increased to
10780.0000m² following redefinition 21.9.1977 at 9.02 a.m.

A.L.R.

Variation of Mortgage 82287/1 - 11.4.1978 at 10.41 a.m.

Variation of Mortgage 82287/1 - 10.12.1979 at
10.21 am.

Variation of Mortgage 82287/1 - 8.10.1981 at
9.15 a.m.

Mortgage 348665/2 to The Rural Banking and Finance
Corporation - 8.10.1981 at 9.30 a.m.

Variation of Mortgage 348665/2 - 18.4.1984
at 9.14 am.

Certificate No. 448860/1 that
the within Mortgage No. 836761 & 894158
is vested in the Rural Banking
and Finance Corporation of New
Zealand 23/7/1984 at 9.07a.m.

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

CHRISTCHURCH OFFICE

Project Number: 6NL 691. TR

This report has been prepared on the instruction of Land Information New Zealand in terms of **Contract No: 50239 dated 30 October 2000** and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

| | | | | |
|---|---|----|---|-----------------|
| LAND STATUS REPORT for Mt Hay Tenure | | | | LIPS Ref: 12691 |
| Property | 1 | of | 1 | |

| | |
|------------------------------------|---|
| Land District | Canterbury |
| Legal Description | Run 348 situated in Block XVI Tekapo North and Blocks III IV VI VII VIII X XI XII XIV and XV Tekapo Survey Districts. |
| Area | 10870.0000 hectares. |
| tenures | Crown Land subject to the Land Act 1948. |
| Instrument of title / lease | Pastoral lease CL 529/48 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal C 764454/1. |
| Encumbrances | <p>Subject to:</p> <ol style="list-style-type: none"> 1 Land Improvement Agreement No. 518661/1 under Section 30 of the Soil Conservation and Rivers Control Act 1941. 2 Memorandum of Variation reserving to HMQ (the New Zealand Army) manoeuvre rights as specified in Memorandum of Variation Document 410665. 3 Part IVA of the Conservation Act 1987 upon disposition. |
| Mineral Ownership | The 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 Maori owners in 1848 under the Kemp purchase. |
| Statute | Land Act 1948 and Crown Pastoral Land Act 1998. |

| | |
|---------------------------------|-----------------|
| Data Correct as at | 15 January 2001 |
| [Certification Attached] | Yes |

| | |
|----------------------------------|--|
| Prepared by | Don McGregor |
| Crown Accredited Supplier | Opus International Consultants Ltd, Christchurch |

LAND STATUS REPORT for Mt Hay Tenure Review

LIPS Ref 12691

Property 1 of 1

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

1. Pastoral lease CL 529/48 contains a notation for Section 58 strips to be excluded from the lease along all rivers and streams over 3 metres in width. This was perpetuated at renewal of the lease in 1987 and denoted on SO 14172. Until these strips are defined for disposition purposes they remain as notional only.
2. Proclamations 439473 and 457827 relate to the acquisition of leasehold interests in the land. However, the question of the lessor's (Crown's) interest remains unresolved and requires consideration notwithstanding Government's Agreement with ECNZ dated 31 March 1988 and subsequent "on sale" to Meridian Energy.
3. On 21 June 1979 (folio 563 on file P44) the Commissioner of Crown Lands, Christchurch approved the installation of a TV Translator site on Mt Hay subject to certain conditions. A sublease authorising the use of the land for that purpose under section 89 of the Land Act 1948 was issued on 28 January 1980 for a term of 10 years from 3 April 1979. No action has been taken to legalise this facility.
4. In 1977 the Commissioner of Crown Lands obtained a report in support of proposals to reserve and vest in Council a 4.9600 hectare (11 acres 3 roods 09.6 perches on SO 9740) area of land on the Lake Tekapo foreshore for recreation purposes (refer folio 529 on file P44). Action to proceed with this proposal was deferred because of a report pending for the whole of the Mackenzie County (folio 531). A further report dated 14 November 1985 (folio 607) recommended reservation but action to formally reserve the area has not been completed.
5. The lessee was advised of the valuations for rent review purposes on 21 August 1997 and had subsequently deemed to have accepted. The rent review was effective as at 1 July 1998 but the review has not yet been registered on the title and appears to have been overlooked.
6. Variation 410665 was registered against the lease in 1954 providing for HMQ (NZ Army) manoeuvre rights. Notwithstanding Memorandum of Renewal C764454/1 these rights are considered by the Crown's legal adviser to be unacceptable for the purposes of agreement between the lessee and the Ministry of Defence (refer folio 621 on file P21). My understanding is that the Ministry of Defence has assumed responsibility for negotiating agreements for the use of parts of the lease for its purposes and that it has engaged an Accredited Supplier to undertake that action on its behalf. The state of any negotiations is unknown.

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7. A report from Knight Frank (NZ) Limited dated 3 July 1998 highlighted the historical spread of broom in the Boundary Stream on the common boundary with Richmond Pastoral lease.

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Research Data: Some Items may be not applicable

| | |
|-----------------------|---|
| SDI Print Obtained | Yes. |
| NZMS 261 Ref | I 37. |
| Local Authority | Mackenzie District Council. |
| Crown Acquisition Map | Kemp Deed of Purchase. |
| SO Plans | <p>SO 110^L - Plan of Tekapo Run 76.</p> <p>SO 4769 - Plan of Reserve 2919 -adjoining land - (Approved 1899).</p> <p>SO 4969^L - Plan of Sherwood Downs Settlement - adjoining land - (Approved 1912).</p> <p>SO 6259 - Plan of Plantation Reserve 4205 – formerly Pt Run 76 - (Approved November 1928).</p> <p>SO 6260 - Plan of Plantation Reserve 4228 – formerly Pt Run 76 - (Approved November 1928).</p> <p>SO 8248 - Plan of land to be taken for public works and road to be closed - (Approved September 1954).</p> <p>SO 8249 - Plan of land to be taken for public works and road to be closed - (Approved September 1954).</p> <p>SO 8250 - Plan of land to be taken for public works and road to be closed - (Approved September 1954).</p> <p>SO 9740 – Plan of lands including parts Run 270 and road to be closed - (Approved 1962).</p> <p>SO 10156 - Plan of reserves 5175 and 5176 (formerly parts Run 270, etc) and closed road - (Approved May 1963).</p> <p>SO 11904 - Plan of reserve 5176 - (Approved October 1972).</p> <p>SO 10868 - Part of land in Tekapo and Burke Survey Districts.</p> <p>SO 11791 - Plan of RS's 40135 and 40136 - (Approved April 1972).</p> <p>SO 11998 - Plan of Part Run 270 - (Approved March 1976).</p> |

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| | <p>SO 14066 - Part of Run 75A (Sawdon) adjoining - (Approved July 1976).</p> <p>SO 14172 - Plan of Run 348 "Mt Hay" - (Approved June 1977).</p> <p>SO 19836 – Plan of Takapo (Lake Tekapo) – Area referred to in the Deed of Settlement for the Ngai Tahu Claim.</p> |
| Relevant Gazette Notices | <p>NZ Gazette 1955 p2015 – (Proc 439473) took the leasehold estate of 11.4905 ha for Water Power Development (Lake Tekapo Power Scheme).</p> <p>NZ Gazette 1955 p 2018 – (Proc 439478) 1.4240 ha of road adjoining Run 270 (now Run 348) closed. Parts subsequently included in Run 270.</p> <p>NZ Gazette 1957 p 617 – (Proc 457827) took the leasehold estate in 34.0171 ha of Run 270 (now Run 348 for the Development of Water Power (Lake Tekapo Power Scheme).</p> |
| CT Ref / Lease Ref | CL 529/48 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal C 764454/1. |
| Legalisation Cards | No legalisation cards. |
| CLR | Confirms pastoral lease tenure. |
| Allocation Maps (if applicable) | No allocations of parts of lease. |
| IZ Ref - if known | VR 25300/14900 |
| Crown Grant Maps | Not applicable. |
| <p>If Subject land Marginal Strip :</p> <p>a) Type [Sec 24(9) or Sec 58]</p> <p>b) Date Created</p> <p>c) Plan Reference</p> | <p>a) See "Notes" under (1).</p> <p>b) Not applicable.</p> <p>c) Not applicable.</p> |

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|---|---|
| Research – Continued | |
| If Crown land – Check Irrigation Maps. | Not applicable. |
| Mining Maps | Searched. Not applicable. |
| If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc | a) SO Plans 11198 and 14172 – Roads shown burnt sienna on Topo Plan 56T are legal roads either by Crown Grant or by Section 110A of the Public Works Act 1928. SO's Plans 8248 and 8250 – Roads taken by NZ Gazette 1955 p2018 and legal by Section 110A of the Public Works Act 1928. b) Proc Plan SO Plans 8248 and 8250 only. c) Gazette Ref SO Plans 8248 and 8250 - N.Z. Gazette 1955 p 2018. |
| Other Relevant Information a) Concessions – Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership d) Other Info | a) No current DOC concessions. DOC has interests in undefined marginal strips under the Conservation Act 1987. The existence of concessions administered by Knight Frank (NZ) Limited not determined. b) Takapo (Lake Tekapo) referred to in Schedule 57 to the Ngai Tahu Claims Settlement Act 1998, MD 34 – SO 19836 (copy attached). c) Either <input type="checkbox"/> 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 in 1848 under the Kemp Deed of Purchase. <input type="checkbox"/> Contained in [provide evidence]. d) The Crown has defined the Operating Easement to issue to Meridian Energy that encompasses land taken |

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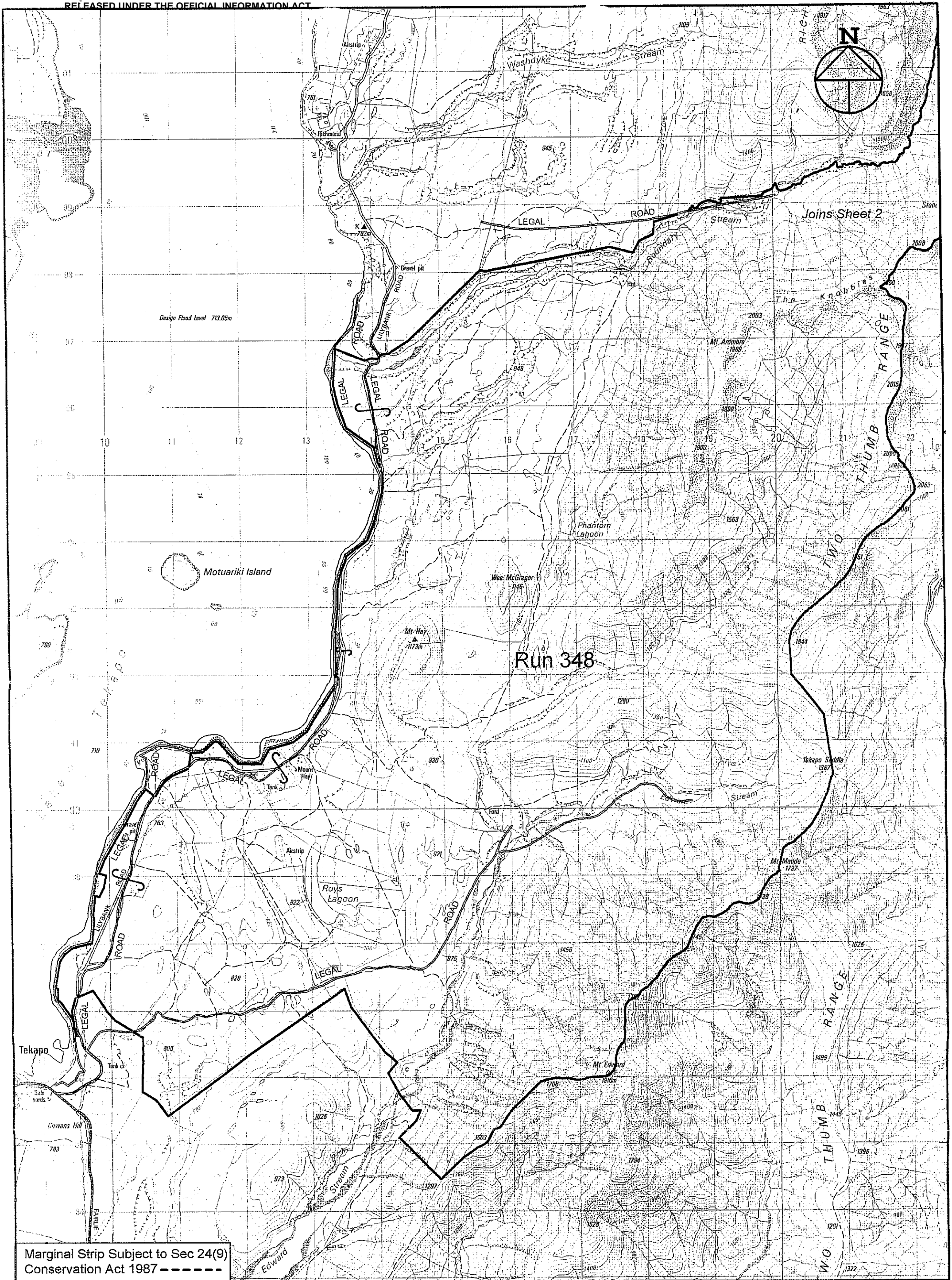
Property 1 of 1

previously for Water Power Development. See attached plan.

Run 348

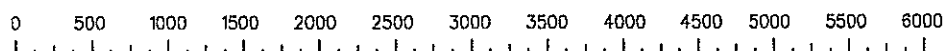
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| Version | 1 | 2 | 3 | 4 | 5 |
| Canterbury Land District Topographic Map 260 - I37 | Sheet 1 of 2 Date 23/11/00 | | | | |

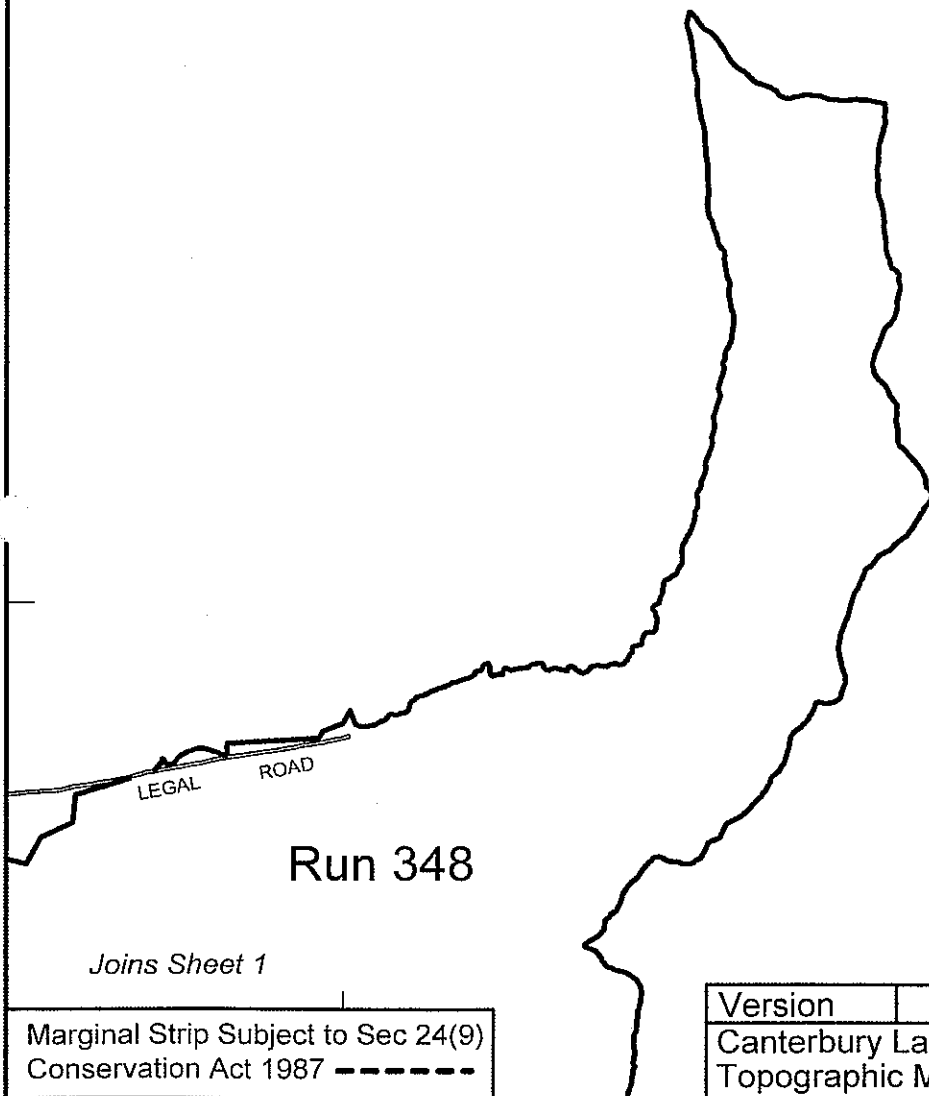
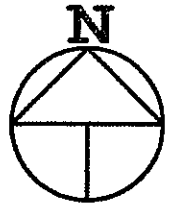


Mt Hay

Scale 1:50000



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| Canterbury Land District | | | | | |
| Topographic Map 260 - 137 | | | | | |
| Sheet 1 of 2 | | | | | |
| Date 23/11/00 | | | | | |



Mt Hay

Scale 1:50000

