

Crown Pastoral Land Tenure Review

Lease name : Mt Pisa I & II

**Lease number : PO 271 & PO 272
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 October 2002

DUE DILIGENCE REPORT

TO THE COMMISSIONER OF CROWN LANDS

AGENT'S REF: Po271/1, Po272/1 **LINZ REF:** **CASE NO:**

LEASE NAME: Mount Pisa I & II

LESSEE: William Murray MacMillan ($\frac{1}{4}$ share), Jacqueline Ann MacMillan ($\frac{1}{4}$ share) and William Murray MacMillan and Trustees & Executors & Agency Company of New Zealand Limited ($\frac{1}{2}$ share)

LOCATION: Cromwell

DATE OF THIS REPORT:

14 June 1999

LEASE DETAILS:

Po271:

Land Tenure: Pastoral Lease under Section 66 of the Land Act 1948.

Legal Description: Run 731 Blocks XV and XVI Cardrona Survey District, Block II and IV Tarras Survey District, Block I Wakefield Survey District and Block VIII Cromwell Survey District and Section 1 SO 24768, as shown in Certificate of Title 167817 (*Otago Registry*).

Area: 3799.9982 hectares

Term: 33 years from 1 July 1993.

Rental Value: \$310,000

Annual Rent: \$4,650 (*plus GST*).

Date of Next Review: 1 July 2004.

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Po272:

Land Tenure: Pastoral Lease under Sec 66 of the Land Act 1948.

Legal Description: Part Run 730 Blocks VI, VIII, IX and X Cromwell Survey District, Block I Wakefield Survey District and Blocks XII and XVI Cardrona Survey District, Lot 1 DP 11740 being Part Section 41 Block I Wakefield Survey District and Section 6 Block VIII Cromwell Survey District as shown on Certificate of Title IC/818 (*Otago Registry*).

Area: 5101.2345 hectares

Term: 33 years from 1 July 1993.

Rental Value: \$200,000

Annual Rent: \$3,000 (*plus GST*).

Date of Next Review: 1 July 2004.

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LAND STATUS REPORT SUMMARY:

Land Status Report prepared by approved person attached.

SUMMARY OF FEATURES FROM TOPOGRAPHICAL AND CADASTRAL DATA:

The Chief Surveyor's survey specification dated 27 April 1998 notes no streams as being over 3 metres wide.

A boundary adjustment on the eastern side of Run 731 with the adjoining Locharburn Pastoral Lease is being completed as part of the Locharburn tenure review.

There are unformed paper roads on Part of Run 730 one of which has been partly formed by DoC for public walking access, however it is off line in places.

SUMMARY OF LEASE DOCUMENT:

The lease documents are subject to a number of non-standard clauses:

Po271:

Clause 3 of the lease states: "*The lessee has the right to one and a half heads of water out of Tinwald Creek subject to Crown reserving the right on expiry of the lease to determine what quantity of water should be granted for any further term*".

Clause 4: "*The Lessee will have the right to carry the water allocated to him in the water races belonging to the Crown on the condition that he maintains the race to the satisfaction of the Commissioner of Crown Lands.*"

Notwithstanding this the Commissioner retains the right to alter or enlarge the said races so as to provide other tenants with water and will not be held responsible for any loss or damage done by the stoppage of water during the necessary operations in enlarging such races. The Commissioner when granting water to other tenants to be carried in these races may do so on the condition that they bear portion of the cost of maintenance in proportion to the amount of water granted and the length of race used. The lessee must bear full responsibility for maintenance of the race until relieved of part of this responsibility by the Commissioner. The Crown will not be responsible for the failure to supply water arising from any cause whatsoever. The Crown shall have full right to cut new races or carry water in old races through any run or section without being liable for compensation or being held responsible for damage done."

Clause 5: *"That notwithstanding anything herein contained or implied it is hereby expressly agreed and declared by and between the parties hereto that the lessee is the executor of the Estate of William George McMillan late of Cromwell and this demise is granted to the lessee solely in his capacity as executor of the said Estate and notwithstanding the proper exercise by the lessor of her rights of distress, re-entry, or in respect of the breach, non-observance or non-performance of the covenants, conditions and agreements on the Lessee's part herein contained or implied this demise shall bind the lessee only to the extent of the assets of the said estate in his hands in the ordinary course of administration, provided however that this present agreement shall not enure for the benefit of any assignee or sublessee in respect of this demise"*.

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Po272:

Clause of the lease document states: *"The Lessee will have the right to carry the water allocated to him in the water races belonging to the Crown on the condition that he maintains the races to the satisfaction of the Commissioner of Crown Lands. Notwithstanding this the Commissioner retains the right to alter or enlarge the said races so as to provide other tenants with water and will not be held responsible for any loss or damage done by the stoppage of water during the necessary operations in enlarging such races. The Commissioner when granting water to other tenants to be carried in these races may do so on the condition that they bear portion of the cost of maintenance in proportion to the amount of water granted and the length of race used. The Lessee must bear full responsibility for maintenance of the race until relieved of part of his responsibility by the Commissioner. The Crown will not be responsible for the failure to supply water arising from any cause whatever. The Crown shall have full right to cut new races or carry water in old races through any run or section without being liable for compensation or being held responsible for damage done."*

For further details refer to Status Report.

In addition 966109.1 is a Certificate under Section 417 (2) RMA - is the registration of an existing Water Race Licence (21 April 1999).

DETAILS OF ANY NEIGHBOURING CROWN OR CONSERVATION LAND:

Conservation Land:

Nil

Crown Land:

Nil

FILE SEARCH:

A search of all relevant files held by Knight Frank on behalf of the Commissioner of Crown Lands has been carried out. These files include the following:

Po271:

<i>Volume</i>	<i>Opening Date</i>	<i>Closing Date</i>
<i>Vol 1</i>	16 February 1961	7 July 1965
<i>Vol 2</i>	2 July 1965	5 April 1983
<i>Vol 3</i>	26 April 1985	10 May 1999

Po272:

<i>Volume</i>	<i>Opening Date</i>	<i>Closing Date</i>
<i>Vol 1</i>	23 May 1961	19 June 1995
<i>Vol 2</i>	5 October 1995	23 April 1999

Po271 & Po272:

<i>Volume</i>	<i>Opening Date</i>	<i>Closing Date</i>
	19 June 1958	6 May 1988
CPLO 04/11/12543	1 March 1997	Present
5200/D14/M28	14 July 1993	28 February 1997

This file search revealed no uncompleted actions.

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SUMMARY OF GOVERNMENT PROGRAMMES APPROVED FOR THE LEASE:

Catchment Board Run Plans:

A Catchment Board Run Plan was approved in 1972 and some prior works had been completed in 1971. A Land Improvement Agreement registered in 1973 has since been discharged.

Conservation Covenant:

A conservation covenant is registered over 1443 ha of Po271 and 657 ha of Po272. Most of this land will become conservation land under previous tenure review proposals. I expect the remainder will no longer to required.

UNCOMPLETED ACTIONS AND POTENTIAL LIABILITIES TO THE COMMISSIONER:

- (1) The only nervousness we have about the property is the considerable number of irrigation schemes having an interest in either sourcing water from or transporting water through the property. However, this has been looked at by the Chief Surveyor who has provided guidance on these matters by way of a survey specification. Knight Frank supplied all known water race information to him so that it could be assessed for the survey specification.

The Chief Surveyor notes that some of the water rights may become registered under Section 417 the Resource Management Act 1991 until such time as any of these rights are registered under Section 417 or against the title(s), the Chief Surveyor does not require their depiction on the survey plan as part of the tenure review process.

The Chief Surveyor also notes "*that an easement for irrigation works (I - G41/1) exists over portions State Highway 6. This is between Transit New Zealand and the Pisa Irrigation Company Limited, and is in terms of the Irrigation Act 1990. It is noted that "the structures in connection with the Irrigation Scheme operated by the grantee cross and encroach on State Highway 6 and the number places". This implies that there could be structures within the lease adjoining the road. However, we have no record of any such rights affecting the lease. So in terms of the information available, the Chief Survey cannot require the depiction on the survey plan because the apparent lack of knowledge of their position.*"

"Please note that in any event, the Chief Surveyor does not require an upgrade and definition by survey of any of these rights."


Thus we believe no further action is required:

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OFFICIAL INFORMATION ACT

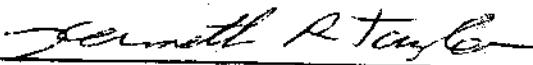
We are satisfied Knight Frank have fulfilled our duty of reasonable care using the information we have available, to inform the Commissioner of all incomplete actions and potential liabilities concerning the above named lease. No inspection of the lease has been undertaken.

We have relied on land status check and survey information provided to us by qualified persons as being true and correct.

Signed for Knight Frank (NZ) Limited:



Consultant 23/8/99



Manager 25/8/99

Approved/Declined

Commissioner of Crown Lands / /

ATTACHMENTS:

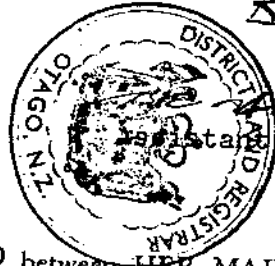
- (1) Titles for Po271 and Po272.
- (2) Full list of information sources considered.
- (3) Land Status Check report from qualified person.
- (4) Document 966109

REGISTERED IN THE LAND' REGISTRY OFFICE BUT NOT UNDER THE LAND TRANSFER ACT.

26th day of June

24.8.99 at 1.56 o'clock.

REGISTER COPY



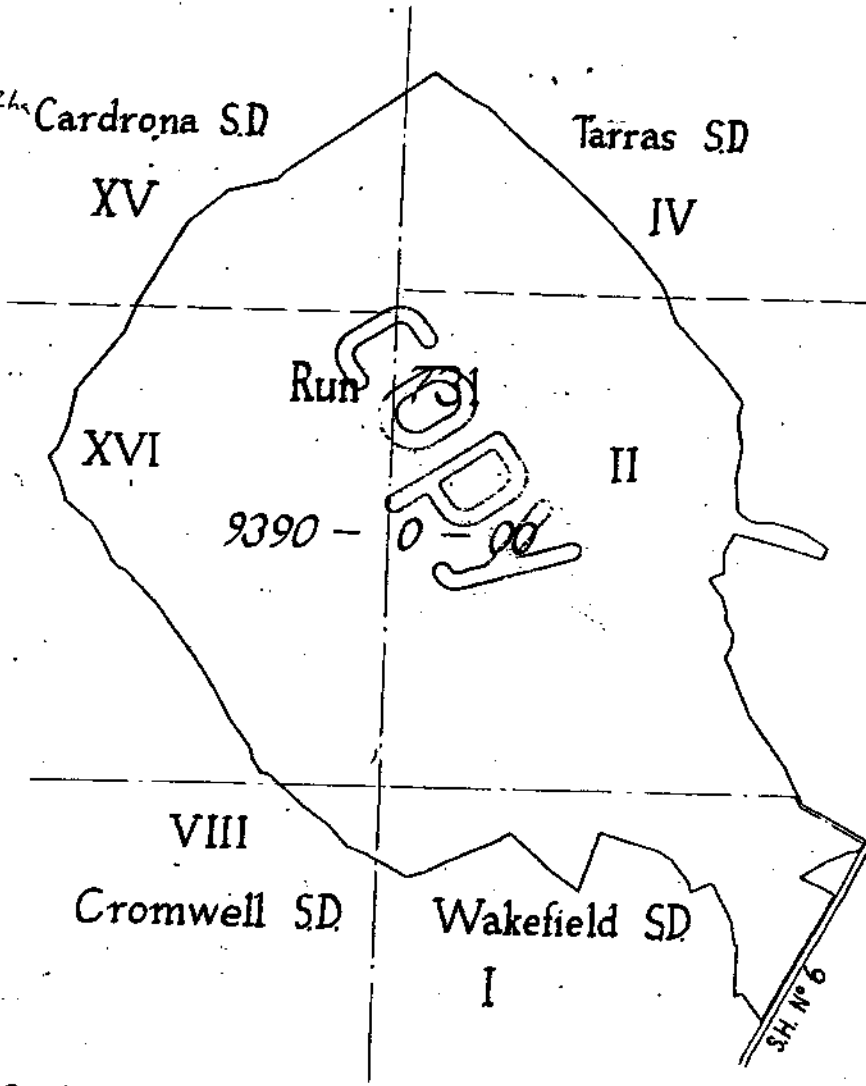
Land Registrar

1C/817

Pastoral Lease under the Land Act 1948

This Deed, made the first day of March 1960 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF NEW ZEALAND LIMITED, a duly incorporated Company having its registered office at Dunedin, (as executors for the Estate of William George McMillan deceased) of the other part: WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied, and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the lessee, all that parcel of land containing by estimation 9390 acres 0 roods 00 perches more or less, situated in the Land District of Otago, and being Run 731, Blocks XV and XVI, Cardrona Survey District, Block VIII, Cromwell Survey District, Blocks II and IV, Tarras Survey District and Block I, Wakefield Survey District..... the same is more particularly delineated with bold black lines on the plan hereon; together with the rights,

EQUIVALENT METRIC AREA IS 37799.99824 ha



Scale: 80 chains to an inch SO. 13404

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Correspondence: 1/13/71 143 74

No. 1C/817

easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of 33 years, commencing on the 1st day of July 1960, together with the period between the date of this lease and the aforesaid 1st day of July 1960, YIELDING and being therefor unto the Department of Lands and Survey at Dunedin the annual rent £265 0 0 payable ~~in equal~~ ^{24.8.99} half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. AND also paying in respect of the improvements specified in the Schedule hereto the sum of £ ~~by a deposit of £~~ (which has already been paid) and thereafter by half-yearly instalments of £ ~~on the 1st day of January and the 1st day of July in each and every year.~~

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

1. THAT without derogating from or restricting the covenants contained and implied in this lease and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the land hereby demised more than 2750 sheep which number shall not include more than 1430 breeding ewes nor more than 60 cattle ~~which number shall not include more than~~ breeding ~~ewes~~ PROVIDED HOWEVER that the Lessee may with the prior written consent of the Land Settlement Board carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Land Settlement Board to revoke or vary such consent at any time.

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

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

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

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

3. Lessee has right to 1 1/2 heads of water out of Tinwald Creek subject to the Crown reserving the right on expiry of the lease to determine what quantity of water should be granted for any further term.

4. The Lessee will have the right to carry the water allocated to him in the water races belonging to the Crown on the condition that he maintains the races to the satisfaction of the Commissioner of Crown Lands. Notwithstanding this the Commissioner retains the right to alter or enlarge the said races so as to provide other tenants with water and will not be held responsible for any loss or damage done by the stoppage of water during the necessary operations in enlarging such races. The Commissioner when granting water to other tenants to be carried in these races may do so on the condition that they bear portion of the cost of maintenance in proportion to the amount of water granted and the length of race used. The Lessee must bear full responsibility for maintenance of the race until relieved of part of his responsibility by the Commissioner. The Crown will not be responsible for the failure to supply water arising from any cause whatever. ~~the Crown shall have full right to cut new races or carry water in old races*~~

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

Signed by the ^{Assistant} Commissioner on behalf of the Lessor, in the presence of—

Witness:

Occupation:

Address:

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

Witness:

Occupation:

Address:

[Handwritten Signature]

Assistant Commissioner of Crown Lands.

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Lessee.

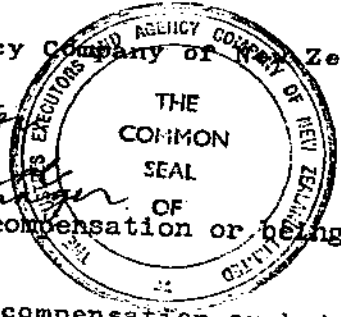
~~The Common Seal of The Trustees Executors and Agency Company of New Zealand Limited was hereunto affixed in the presence of:~~

5. That notwithstanding anything elsewhere herein contained the said The Trustees Executors and Agency Company of New Zealand Limited enters into and executes this security and hereby covenants solely as a Trustee (but not further in its personal capacity or otherwise) and the liabilities and obligations of the said The Trustees Executors and Agency Company of New Zealand Limited hereunder whether for payment of the principal sum or interest or performance or observance of any covenant or provisions herein contained or implied shall at all times be construed only as a liability or obligation to pay the said moneys and perform and observe the said covenants and provisions out of and so far as the said land and all other trust property held by the said The Trustees Executors and Agency Company of New Zealand Limited pursuant to the terms and conditions of a Deed of Trust dated _____ day of _____ 19____ will extend.

[Handwritten signature]

The Common Seal of The Trustees Executors and Agency Company of New Zealand Limited was hereunto affixed in the presence of:

[Handwritten signature] Directors
[Handwritten signature] General Manager



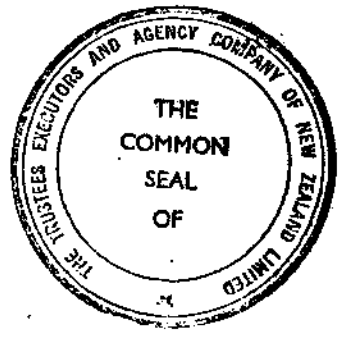
*through any run or section without being liable for compensation or being held responsible for damage done.

*through any run or section without being liable for compensation or being held responsible for damage done.

5. "Notwithstanding anything herein contained or implied it is hereby expressly agreed and declared by and between the parties hereto that the lessee is the executor of the Estate of William George McMillan late of Cromwell and this demise is granted to the lessee solely in his capacity as executor of the said Estate and notwithstanding the proper exercise by the lessor of her rights of distress, re-entry, or in respect of the breach, non-observance or non-performance of the covenants, conditions and agreements on the lessee's part herein contained or implied this demise shall bind the lessee only to the extent of the assets of the said estate in his hands in the ordinary course of administration, provided however that this present agreement shall not enure for the benefit of any assignee or sublessee in respect of this demise."

The Common Seal of The Trustees Executors and Agency Company of New Zealand Limited was hereunto affixed in the presence of:-

[Handwritten signature]
[Handwritten signature]



bb 8 7c

C.T.10/817

~~12420 Irrigation Agreement pursuant to Section 278 of the Public Works Act 1928 - 5.2.1957 at 2.7 pm.~~

491294/2 Mortgage of their The Trustees Executors and Agency Company of New Zealand Limited and William Murray MacMillan to William Murray MacMillan at 1.32 pm

18/01/91
1951/5

DISCHARGED

2887 Transfer being a Gift to give water over part appurtenant to Sections 37, 38, 42 and 44 Block T WAKEFIELD District (C.T.451/75) Her Majesty The Queen to James Thomas Gilmore - 23.7.1965 at 2.18 pm.

24.8.99

494668 Variation of Mortgage 432105 - 14.4.1978 at 11.21 am

499615 Variation of Mortgage 432105 - 12.7.1978 at 9.52 am

356700 Transfer to William Murray MacMillan of Mount Pisa Station Cromwell Farmer - 29.6.1970 at 2.55 pm

356779 Mortgage to The Trustees Executors and Agency Company of New Zealand Limited - 30.6.1970 at 10.00 am

500099 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 20.7.1978 at 11.42 am

376637 Mortgage to The State Advances Corporation of New Zealand - 6.10.1971 at 11.54 am

504055 Certificate pursuant to Section 9(1) of the Public Works Amendment Act 1935 - 26.7.1978 at 11.42 am

Variation of Mortgage 376637 - 6.2.1973 at 10.25 am

513509/1 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 27.3.1979 at 11.28 am

400635 Land Improvement Agreement under subsection (3) of Section 30 and under Section 30A of the Soil Conservation and Rivers Control Act 1941 - 20.3.1973 at 12.01 pm.

513509/2 Memorandum of Priority ranking Mortgage 513509/1 as a fourth Mortgage, Mortgage 491294/2 as a fifth Mortgage and Mortgage 500099 as a sixth Mortgage - 27.3.1979 at 11.29 am

2105 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 5.11.1974 at 9.47 am

518663/1 Variation of Mortgage 432105 - 7.2.1981 at 2.22 pm

458316 Variation of Mortgage 356779 - 10.5.1976 at 11:2 am

518663/2 Variation of Mortgage 513509/1 - 3.2.1981 at 2.22 pm

485648 Variation of Mortgage 376637 - 30.9.1977 at 10.47 am

559909/1 Certificate vesting Mortgage 376637 in the Rural Banking and Finance Corporation of New Zealand - 18.8.1981 at 10.49 am

559909/2 Variation of Mortgage 376637 - 18.8.1981 at 10.49 am

491294/1 Transfer of a 1/2 share to William Murray MacMillan abovenamed and The Trustees Executors and Agency Company of New Zealand Limited as tenants in common in equal shares - 8.2.1978 at 1.32 pm

561317 Variation of Mortgage 500099 - 9.9.1981 at 2.02 pm

LAND & DEEDS	
Nature:	Rural Use
Firm:	LH
26 JUN 1964	
Time:	1-56
THE	: 153
OFFICIAL INFORMATION ACT	No. 392

OFFICIAL INFORMATION ACT No. 392

577564 Variation of Mortgage 500099
16.1982 at 10.52 am

24.8.99
A.L.R.

REGISTER

583425/3 Variation of Mortgage 356779 -
27.9.1982 at 1.33 pm

832590/1 Transfer being a grant of the following rights over part of the within land:

- i) right to convey water marked "BB, CC, T6, DD" on the plan annexed thereto appurtenant to Sections 37 and 50 Block I Wakefield SD (CT 11B/1263) and
- ii) right to store water marked "T6" on the plan annexed thereto appurtenant to Sections 37 and 50 Block I Wakefield SD (CT 11B/1263) - 24.7.1993 at 9.40am

583425/4 Mortgage to the Rural Banking and Finance Corporation of New Zealand 27.9.1982 at 1.33 pm

583425/5 Memorandum of Priority ranking Mortgage 583425/4 as second Mortgage, Mortgage 513509/1 as third Mortgage, Mortgage 491294/3 as fourth Mortgage, Mortgage 500099 as fifth Mortgage - 27.9.1982 at 1.33 pm

607732 Variation of Mortgage 583425/4 -
21.12.1983 at 1.37 pm

861118 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1st day of July 1993 and fixing for the first 11 years the annual rent at \$4,650.00 calculated on a rental value of \$310,000.00 - 26.7.1994 at 10.38am

626168 Transfer of 1/2 of his 1/2 share William Murray MacMillan to Jacqueline Anne MacMillan of Mt-Pisa Station, Cromwell, Married Woman - 23.11.1984 at 11.25am

Jumavett

A.L.R.

680660/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 12.6.1987 at 2.10pm

885702 Transfer affecting the estate of Her Majesty the Queen in fee-simple being a grant of a right (in gross) to convey water over part herein shown marked A-B and D-E on the diagram annexed thereto with incidental rights in favour of the Pisa Irrigation Company Limited - 30.6.1995 at 11.52am
CT 17A/246 issued

743583/2 Variation of Mortgage 680660/2 - 1.12.1989 at 9.53 am

903735/2 Conservation Covenant under Section 77 Reserves Act 1977 - 15.3.1996 at 10.35 am

Jumavett

A.L.R.

778832 Caveat by the Minister of Conservation entered 9.5.1991 at 10.00am (Affects Part)

ALR

802685/2 Mortgage to Wrightson Farmers Finance Limited - 9.4.1992 at 10.45am (Caveator under Caveat 778832 consenting)

959342.1 Part of the within land is now known as Section 1 SO 24768 (18.6216ha) 16.12.1998 at 3.20

H. Hyls for DLR

966109.1 Certificate under Section 417(2) Resource Management Act 1991 21.4.1999 at 11.06

Alamney for RGL

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Former Ref. Vol Pt 335 fol 45
L.S. Ref. No. P.272.

REGISTERED IN THE LAND REGISTRY
OFFICE BUT NOT UNDER THE LAND
NEW ZEALAND ACT
26th day of June
1960, at 1.57 o'clock

25.8.99

REGISTER

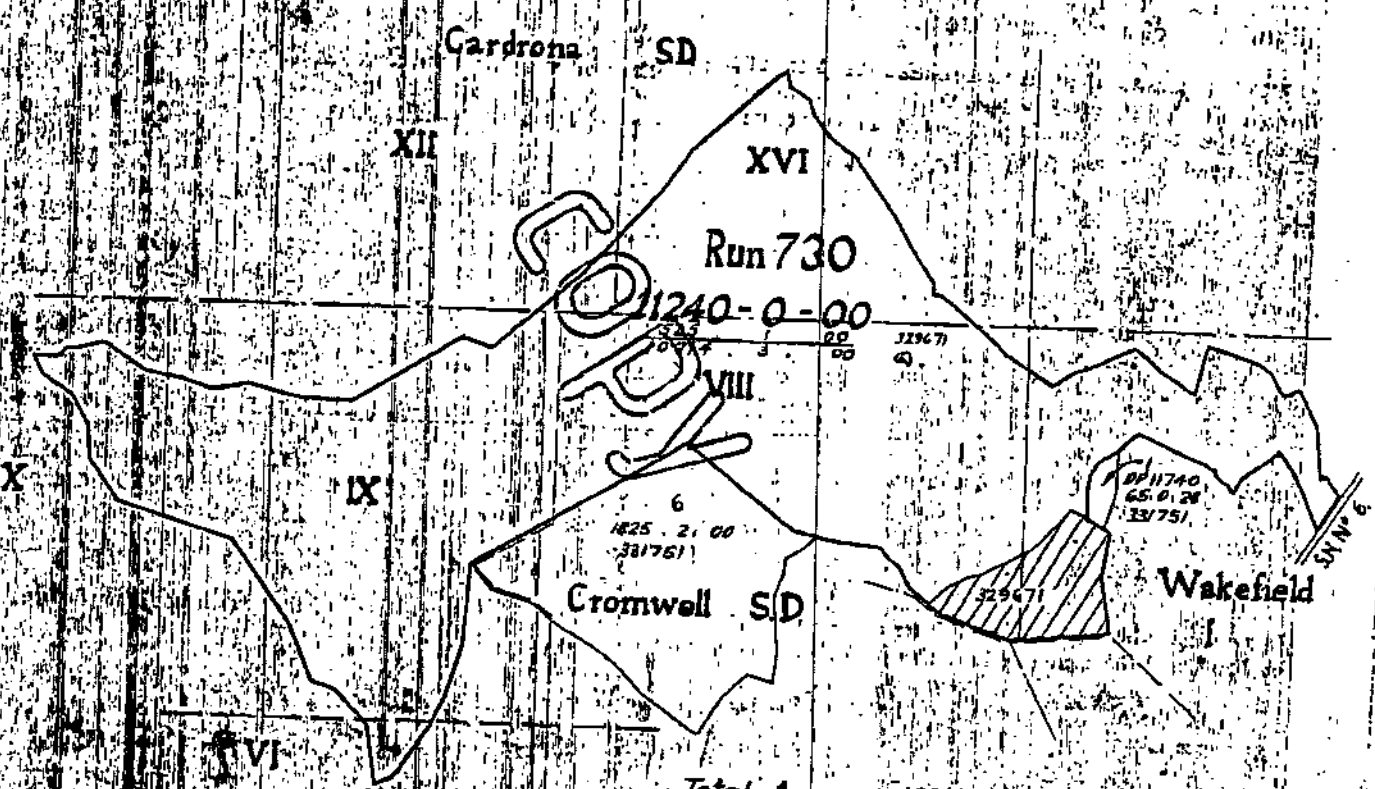


Assistant Land Registrar

Pastoral Lease under the Land Act 1948

This Deed, made the first day of March 1960, between HER MAJESTY THE QUEEN, COMPANY OF NEW ZEALAND LIMITED, the one part, and THE TRUSTEES EXECUTORS AND AGENCY Registered Office at Dunedin, as Trustee for William Murray McMillan) (hereinafter referred to as "the Lessee"), of the other part: WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied, and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise, and lease unto the Lessee, all that parcel of land containing by estimation 11 240 acres 0 roods 00 perches more or less, situated in the Land District of Otago, and being Run 730, Blocks VI, VIII, IX and X, Cromwell Survey District, Block I, Wakefield Survey District, and Blocks XII, XVI, Cardrona Survey District as the same is more particularly delineated with bold black lines on the plan hereon, together with the rights

EQUIVALENT METRIC
AREA IS 510.2315 HA



Total Area: 10714 3 00
1825 2 00 331751
12603 28 00

Scale 100 chains to an inch
50 13403

818/1

No. 1C/818

For Correspondence see Sub-division see File 1/13/1
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casements, and appurtenances thereto belonging, TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of 99 years, commencing on the 1st day of July 1960 together with the period between the date of this lease and the said 1st day of July 1960, YIELDING and paying therefor unto the Department of Lands and Survey at Dunedin the annual sum of £ 225:0:0 payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. AND also paying in respect of the improvements specified in the Schedule hereto the sum of £ _____ by a deposit of £ _____ (which has already been paid) and thereafter by half-yearly instalments of £ _____ on the 1st day of January and the 1st day of July in each and every year.

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

1. THAT without derogating from or restricting the covenants contained and implied in this lease and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the land hereby demised more than 2750 sheep which number shall not include more than 1210 breeding ewes nor more than 60 cattle which number shall not include more than _____ breeding cows PROVIDED HOWEVER that the Lessee may with the prior written consent of the Land Settlement Board carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Land Settlement Board to revoke or vary such consent at any time.

2. That the Lessee will at all times farm the land hereby demised in a manner to promote soil conservation and prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1941, AND it is hereby agreed and declared by and between the Lessor and Lessee:

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

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

3. The Lessee will have the right to carry the water allocated to him in the water races belonging to the Crown on the condition that he maintains the races to the satisfaction of the Commissioner of Crown Lands. Notwithstanding this the Commissioner retains the right to alter or enlarge the said races so as to provide other tenants with water and will not be held responsible for any loss or damage done by the stoppage of water during the necessary operations in enlarging such races. The Commissioner when granting water to other tenants to be carried in these races may do so on the condition that they bear portion of the cost of maintenance in proportion to the amount of water granted and the length of race used. The Lessee shall bear full responsibility for maintenance of the race until relieved of part of his responsibility by the Commissioner. The Crown will not be responsible for the failure to supply water arising from any cause whatever. The Crown shall have full right to cut new races or carry water in old races through any run or section without being liable for compensation or being held responsible for damage done.

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

Assistant
Signed by the said Commissioner on behalf of the Lessor, in the presence of _____
Witness: *W. J. [Signature]*
Occupation: *Clerk Lands & Survey Dept.*
Address: *Dunedin*

[Signature]
Assistant Commissioner of Crown Lands

Signed by the above-named Lessee, in the presence of _____
Witness: _____
Occupation: _____
Address: _____

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C.T. 10/816

to Section 273 of the Public Works Act 1928 - 5.2.1957 at 2.2 pm

25.8.99

Variation of Mortgage 376637 - 6.2.1973 at 10.25 am

per [unclear]
A.L.R.

DISCHARGED

432105 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 5.11.1974 at 10.25 am

[Large handwritten signature]
A.L.R.

458316 Variation of Mortgage 358225 - 10.5.1976 at 11.2 am

per [unclear]
A.L.R.

485648 Variation of Mortgage 376637 - 30.9.1977 at 10.17 am

per [unclear]
A.L.R.

491291/1 Transfer of 1/2 share to The Trustees Executors and Agency Company of New Zealand Limited and William Murray MacMillan abovenamed

per [unclear]
A.L.R.

491291/2 Mortgage of their 1/2 share The Trustees Executors and Agency Company of New Zealand Limited and William Murray MacMillan abovenamed - 12.1978 at 1.32 pm

[Large handwritten signature]
A.L.R.

49468 Variation of Mortgage 432105 - 1.1.1978 at 11.21 am

per [unclear]
A.L.R.

499645 Variation of Mortgage 432105 - 2.7.1978 at 9.52 am

per [unclear]
A.L.R.

DISCHARGED

500099 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 20.7.1978 at 11.25 am

DISCHARGED

504057 Certificate pursuant to Section 9(1) of the Public Works Amendment Act 1935 - 26.9.1978 at 11.42 am

per [unclear]
A.L.R.

513509/1 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 20.8.1979 at 11.28 am

DISCHARGED
MAR 1981
A.L.R.

[Signature]
A.L.R.

513509/2 Memorandum of Priority ranking Mortgage 513509/1 as a fourth Mortgage, Mortgage 491291/2 as a fifth Mortgage and Mortgage 500099 as a sixth Mortgage - 27.8.1979 at 11.29 am

[Signature]
A.L.R.

548663/1 Variation of Mortgage 43205 - 3.2.1981 at 2.22 pm

[Signature]
A.L.R.

548663/2 Variation of Mortgage 513509/1 - 3.2.1981 at 2.22 pm

[Signature]
A.L.R.

559909/1 Certificate vesting Mortgage 376637 in the Rural Banking and Finance Corporation of New Zealand - 18.8.1981 at 10.49 am

[Signature]
A.L.R.

559909/2 Variation of Mortgage 376637 - 18.8.1981 at 10.49 am

[Signature]
A.L.R.

561317 Variation of Mortgage 500099 - 9.9.1981 at 2.02 pm

[Signature]
A.L.R.

577564 Variation of Mortgage 500099 - 16.6.1982 at 10.52 am

[Signature]
A.L.R.

583425/3 Variation of Mortgage 356779 - 28.9.1982 at 1.33 pm

[Signature]
A.L.R.

583425/4 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 27.9.1982 at 1.33 pm

DISCHARGED

[Signature]
A.L.R.

583425/5 Memorandum of Priority ranking Mortgage 583425/4 as second Mortgage, Mortgage 513509/1 as third Mortgage, Mortgage 491291/2 as fourth Mortgage, Mortgage 500099 as fifth Mortgage - 27.9.1982 at 1.33 pm

[Signature]
A.L.R.

607732 Variation of Mortgage 583425/4 - 21.12.1983 at 1.37 pm

[Signature]
A.L.R.

LAND & DEEDS

Name:	Patrick Lane
Firm:	LPS
Date:	26 JUN 1964
Time:	1.57
Geo: &	+15-
Abstract No.	392

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C.T. 10/818

626168 Transfer of 1/2 of 1/4 share
William Murray MacMillan to acquire the
Anne MacMillan of Mt Pisa Station,
Cromwell. Married Woman - 23.11.1984
at 11.25am

25.8.99

A.L.R.

680660/2 Mortgage to The Rural Banking and
Finance Corporation of New Zealand -
12.6.1987 at 2.10pm

966109.1 Certificate under
Section 417(2) Resource
Management Act 1991
21.4.1999 at 11.06

Attorney
for RGL

A.L.R.

743583/2 Variation of Mortgage
680660/2 - 1.12.1989 at 9.53 am

A.L.R.

778832 ~~WITHDRAWN~~ Caveat under the Conservation
entered 9.3.1991 11.02am (affects Part)

A.L.R.

802685/2 Mortgage to Wright & Farmers Finance
Limited - 9.4.1992 at 10.45am (Caveator under
Caveat 778832 consenting)

A.L.R.

861117 Memorandum renewing the term of the
within lease for a further period of 33
years commencing on the 1st day of July
1993 and fixing for the first 11 years the
annual rent at \$3,000.00 calculated on a
rental value of \$200,000.00 - 26.7.1994 at
10.37am

A.L.R.

885702 Transfer affecting the estate of
Her Majesty the Queen in fee-simple being
a grant of a right (in gross) to convey
water over part herein shown marked B-C
on the diagram annexed thereto with
incidental rights in favour of the Pisa
Irrigation Company Limited - 30.6.1995 at
11.52am

CT 17A/246 issued

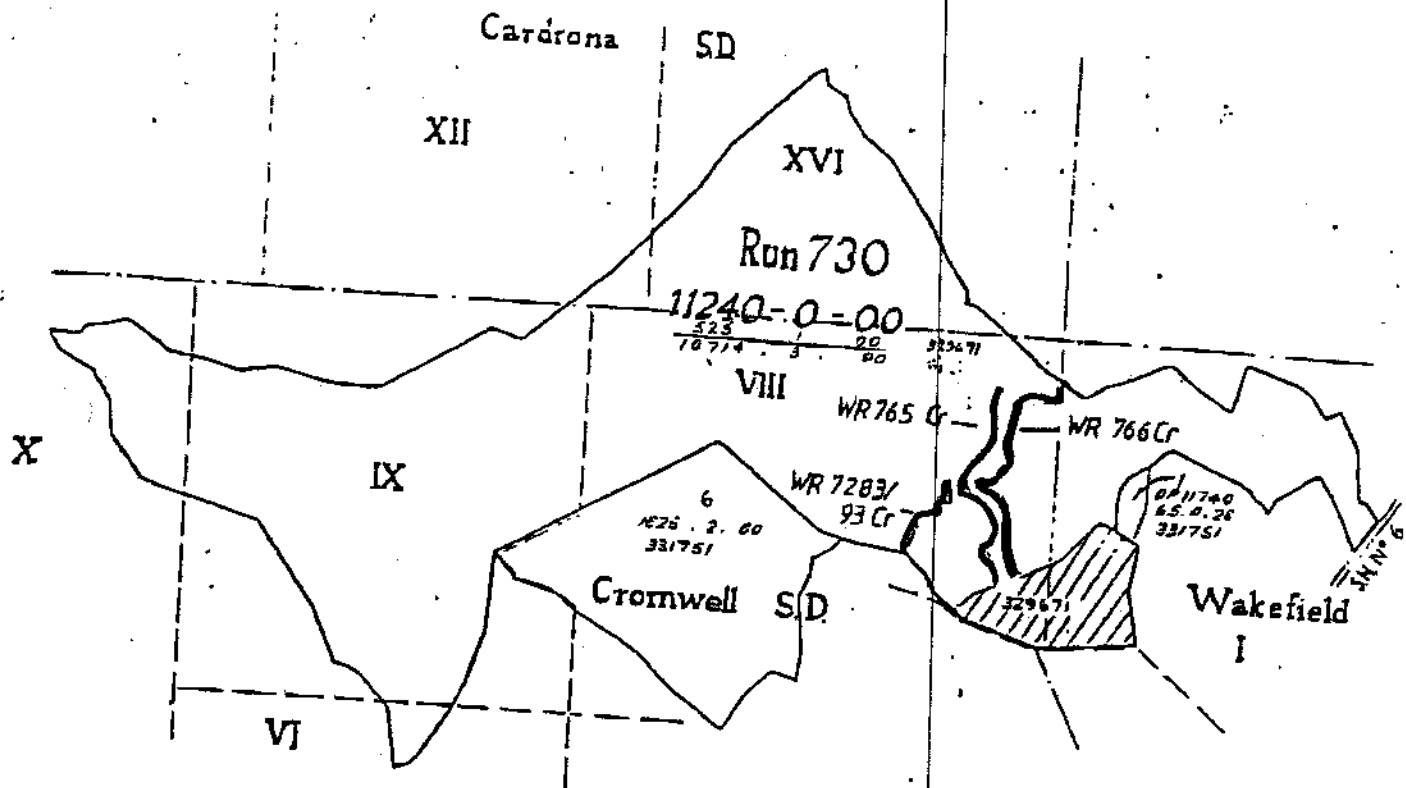
A.L.R.

903735/2 Conservation Covenant
under Section 77 Reserves Act 1977
- 15.3.1996 at 10.35 am

A.L.R.

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EQUIVALENT METRIC
AREA IS 5101.2345.5



OPTIONAL EASEMENTS

Purpose	Comprised in	Shown	Servient Tenement	Dom. Tenement
Right to convey later	C/T 1C/818		Run 730, Blk VI, VIII, IX & X Cromwell SD, Blk I Wakefield SD, Blk XII & XVI Cardrona SD	Sec 5 Blk VIII, Sec 44 & 46 Blk V, Cromwell SD

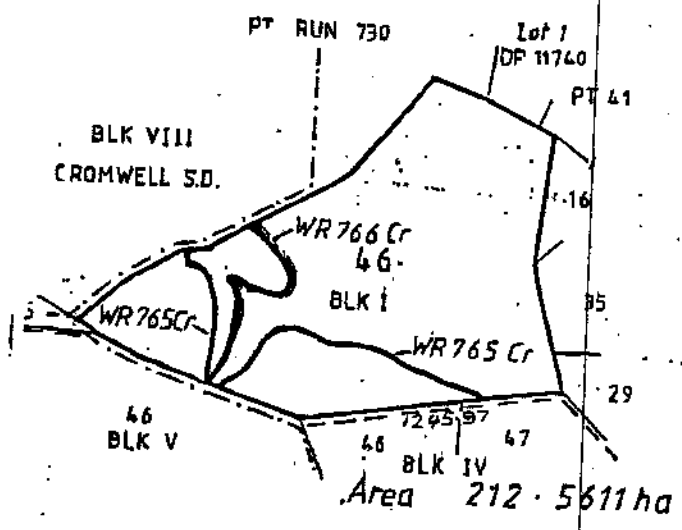
Plan of Water Race Over Run 730, Blk VI, VIII, IX & X Cromwell SD, Blk 1 Wakefield SD, Blk XII & XVI Cardrona SD

OTAGO LAND DISTRICT
CENTRAL OTAGO D.C.

SCALE: 1:63,360
DATE: Sept 1996

Prepared by PATERSON PITTS PARTNERS LTD
SURVEYING CONSULTANTS

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OPTIONAL EASEMENTS

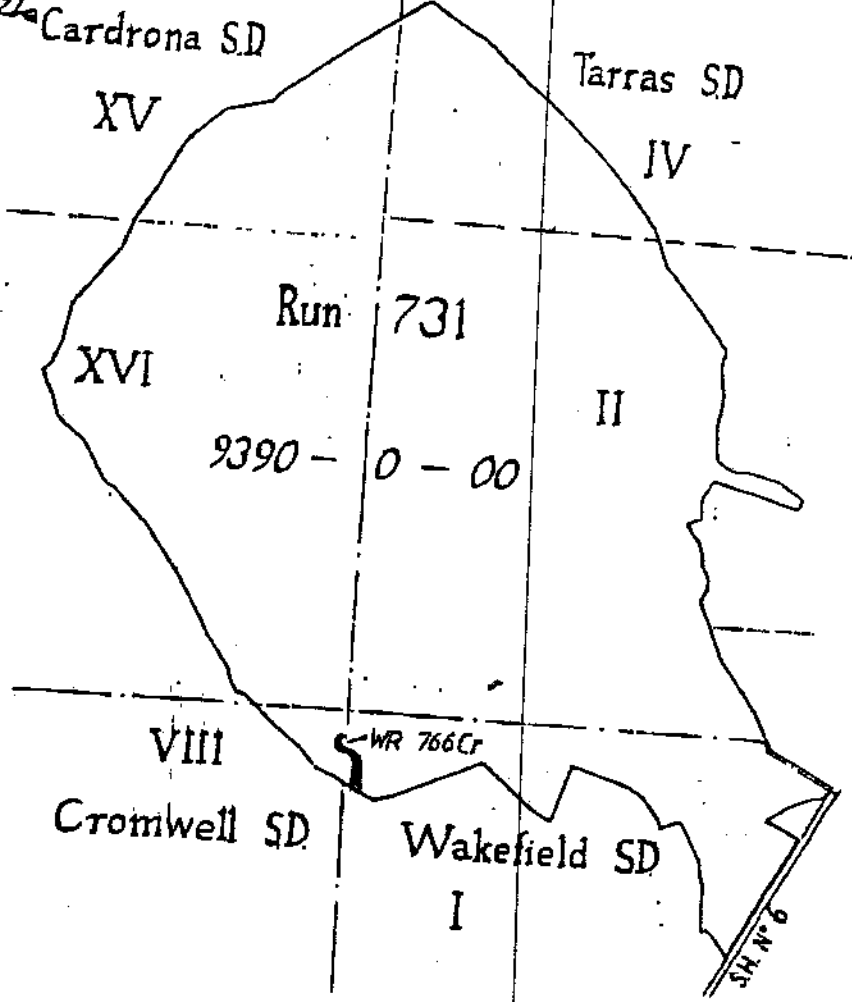
Purpose	Comprised in	Shown	Servient Tenement	Dom. Tenement
Right to Convey Water	C/T 12C/1084		Section 46 Blk I Wakefield SD	Sec 5 Blk VIII Sec 44 & 46 Blk V Cromwell SD

**Plan of Water Race Over Section 46
Blk I, Wakefield SD**

OTAGO LAND DISTRICT
CENTRAL OTAGO D.C. SCALE: 1:30000
DATE: *Sept 1996* Prepared by PATERSON PITTS PARTNERS LTD
SURVEYING CONSULTANTS

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VALENT METRIC
 AREA IS 3799.9982



OPTIONAL EASEMENTS

Purpose	Comprised in	Shown	Servient Tenement	Dom. Tenement
Right to Convey Water	C/T 1C/817		Run 731, Blk XV & XVI Cardrona SD, Blk VIII Cromwell SD, Blk II & IV Tarras SD, Blk I Wakefield SD	Sec 5 Blk VIII Sec 44 & 46 Blk V Cromwell SD

**Plan of Water Race Over Run 731, Blk XV & XVI,
 Cardrona SD, Blk VIII Cromwell SD, Blk II & IV
 Tarras SD, Blk I Wakefield SD**

OTAGO LAND DISTRICT
 CENTRAL OTAGO D.C.

SCALE: 1:63,350
 DATE: Sept 1996

Prepared by PATERSON PITTS PARTNERS LTD
 SURVEYING CONSULTANTS

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ATTACHMENT 2:

List of information sources considered:

- (1) Crown files (*held by Knight Frank*) for pastoral leases Po271 and Po272 - numbering 6 in total.
- (2) Mount Pisa tenure review files totalling two.
- (3) Information informally supplied by Otago Regional Council as the water race licences on the properties.
- (4) Soil and Water Conservation Plan No 129 - Otago Catchment Board.
- (5) Mount Pisa survey specification dated 27 April 1998 - Chief Surveyor.
- (6) File search information - LINZ Dunedin and Christchurch.

46 D

MEMORIAL OF REGISTRATION

This instrument was deposited for registration at the office of the Mining Registrar at

ROMWELL on the 12th day of September 1901 at the hour of 9 AM. Jack in the office. James J. Burgess

Under "The Mining Act, 1898."

[Form 81 (Rev. 24)]

License for a Water-race. 766 CR.

PURSUANT to "The Mining Act, 1898," I, the undersigned FREDERICK JAMES BURGESS, Warden of the Mining District, do hereby grant to

THOMAS WOOD of Lamburn, Eborac

this License for a water-race, as specified in the First Schedule hereto.

This License is granted for a term of 42 years, commencing on the date hereof, subject to the terms, conditions, reservations, and provisions set out in the aforesaid Act and the regulations thereon, and also to such additional terms, conditions, reservations, and provisions as are specified in the Second Schedule hereto.

In witness whereof I have hereunto subscribed my name, and affixed the seal of the Warden's Court at ROMWELL this 4th day of September, 1901.

Warden's Court seal and signature of F. James Burgess, Warden.

FIRST SCHEDULE

commencing at a point in the North Branch of this field creek, taking four (4) heads from there, three (3) heads from Southern Branch and one head from the same Gully and terminating in fourth Southern Gully Lamburn length a line (9) miles. Right to divert eight (8) flow amount heads of water - priority to such water to date from and including 25th November 1868

Printed ... of Mining Administration

No. 1291 for this License: 155 a.m. on the 18th day of September, 1901

Set out locality of race and nature of the proposed work as set forth in application; mark the location, as far as accord with the grant, adding such other particulars as are necessary, including plan of land if surveyed, number of heads authorized to be diverted, and purpose for which water is to be used.

030, 96322



CERTIFICATE UNDER S. 417 OF THE RESOURCE MANAGEMENT ACT 1991

oOo

Pursuant to Section 417(2) of the Resource Management Act 1991, the Otago Regional Council hereby certifies that:

William Edward CLARK, Raymond John CLARK and Peter Raymond MORTON
Wanaka Road, R D, Cromwell

being registered as holders of Licence for a Water Race No. 766, Cromwell Registry of the Warden's Court, are entitled to cut, construct, and maintain a race, to use as a race a natural channel (but only where that channel has been so used under the licence), to occupy (but only for the purposes of the construction, maintenance, and improvement of the race) the land forming the course of the race plus a strip 6.1 metres wide (20 feet) along the entire length of the race, and measured either wholly on one side of its course or partly on one side and partly on the other, so that the total on both sides does not exceed 6.1 metres to deposit within those strips any material removed from the race in the course of maintaining and improving it, and to convey water in the race, across the lands described in the Schedule, as indicated on the attached diagram.

M E Weaver
Manager Resource Administration

This Certificate is issued by the Chairperson of the Otago Regional Council, acting under powers delegated to her by the Council and not revoked at the date of issue.

Common Seal


R W Scott
Director Corporate Services
M L Rosson
Chairperson

15/3/99 UNDER THE
OFFICIAL INFORMATION ACT

MC030, 96322



SCHEDULE

Land Affected	Title Reference	Indicator
Run 731, Blks XV & XVI Cardrona Survey District Blk VIII Cromwell Survey District Blks II & IV Tarras Survey District Blk I Wakefield Survey District	1C/817	Trustees Executors & Agency for Estate of William George MacMillan William Murray MacMillan and Jacqueline Anne MacMillan
Run 730 Blk VI, VIII, IX & X Cromwell Survey District Blk I Wakefield Survey District Blks XII & XVI Cardrona Survey District	1C/818	Trustees Executors & Agency for Estate of William George MacMillan William Murray MacMillan and Jacqueline Anne MacMillan
Sec 46 Blk I Wakefield Survey District	12C/1084	William Alan Roxburgh

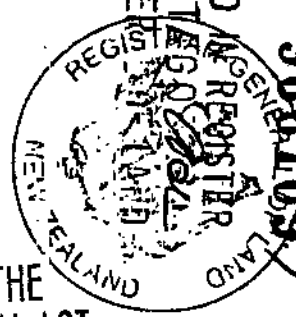
1 p:\11\clark\ccr1417.doc

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11.06 21.APR99

966109

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OF NEW ZEALAND
FOR REGISTRATION - GENERAL



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P0371 P0371

FILE SEARCH @ 13/9/99
Mt Pisa 1 and 2 P271 and P272 Land Information New Zealand, Dunedin and Christchurch

Volume	Folio	Date	Category	Contents
CPLO411/12543	1	8/9/97	A	Opened 1/3/97, file still open
	2	Undated	U/E	Request for new file to be opened.
	3	26/10/95	T	Mt Pisa conservation resources report.
	4	1/9/97	T	Draft proposal for tenure review Mt Pisa Station.
	5	22/9/97	A	Application for tenure review - draft proposal.
	6	23/10/97	A	Crown Property to Ngai Tahu Group Management - covering letter for draft proposal for tenure review.
	7	29/10/97	T	Ngai Tahu Property to LINZ - confirmation that they are in agreement with the proposed review.
	8.1	24/12/98	A	Crown Property to Knight Frank - CCL approval to initiate tenure review.
	8.2	16/3/99	A	Application Mt Pisa to topdress, cultivate, sow winter seed, maintain all track, burn scrub and to plant trees - includes submission to Commissioner on all facts.
	9	26/2/99	A	Knight Frank to LINZ - covering letter for request for consents for Mt Pisa showing seven different aspects.
	10	22/4/99	A	LINZ to KF - notifying recommendations for land use consent for Mt Pisa approved in total.
	11	4/5/99	T	LINZ to KF - showing approvals for burning for Mt Pisa approved.
5200/D14/M28				Opus International land status report for Mt Pisa Station.
	1	16/7/93	T	Opened 14/7/93; file closed 28/2/97
	2	25/2/94	T	Request to CCL from Landcorp - renewal of lease document for signature - no marginal strips are required.
	3	Undated	T	Landcorp to CCL - memorandum of renewal and variation of lease - signed for everybody.
	4	16/6/95	T	Memorandum of transfer for easements for irrigation works across property.
	5	8/3/96	A	Landcorp Property request Commissioner - easement documents for signature signed.
	6	24/4/96	A	Correspondence Ngai Tahu Trust Board re consultation on tenure review - no objections.
	7	2/5/96	A	CCL to KF - approval to advertise properties.
	8	6/5/96	A	KF submission to CCL - application for consent to cultivate land.
				CCL to KF - approval of submission to cultivate.

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MALISA I & II 54

14 May 1999

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

KNIGHT FRANK
ALEXANDRA
17 MAY 1999
RECEIVED



Our Ref :
Your Ref :

Dear Ken

Pastoral Status Checks

Your various letters refer.

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

- 1) Eastburn
- 2) Waitiri
- 3) Alphaburn
- 4) Obelisk Creek
- 5) Mt Pisa I & II
- 6) Dome Hills I
- 7) Dome Hills II

I will forward the other reports as the Chief Surveyor approves them.

Please note the originals of the reports have been forwarded to Bob Lysaght, LINZ Christchurch.

Yours sincerely

G Patrick
Property Consultant

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**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

Project number NLI 0201 035YD

This report has been prepared on the instruction of Knight Frank (New Zealand) Ltd, Alexandra by letter dated 5 March 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.



LAND STATUS REPORT for Mt Pisa Station

Property 1 of 2

Land District	Otago
Legal Description	Run 731
Area	3799.9982 ha
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease P 271.
Instrument of title / lease	1C/817
Encumbrances	<p>Subject to</p> <ol style="list-style-type: none"> 1) the lessee having the right to 1.5 heads of water from Tinwald Creek to be reviewed on renewal of lease. [Lease condition 3]. 2) Lessee has the right to carry water in the races belonging to the Crown. Races to be maintained by lessee. [Lease condition 4]. 3) Memo of Transfer 288782 being a Right to Convey over part of land [J T Gilmore]. 4) Memorandum of Transfer 832590/1 being a right to convey water and a right to store water [D E D Swiffen]. 5) Memorandum of Transfer 885702 being a right to convey water [Pisa Irrigation Co Ltd]. <i>Not sighted - unable to be found by LTO.</i> 6) Conservation Covenant 903735/2 over 1443 ha of this Run. (also includes part Run 730 - 657 ha) <p>Water Race Licences in respect to Amisfield Burn, Breakneck Creek, Parkburn, Lepold and Colour Burns and Mitre Creek.</p>
Mineral Ownership	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the Kemp Purchase of 1848.
Statute	Land Act 1948. and Crown Pastoral Land Act 1998

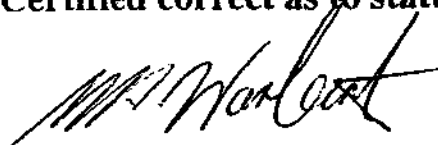
Notes (if any)	
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Data Correct as at	08 April 1999



Prepared by	G Patrick
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

Certified correct as to status



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

415 11999

Research Data: Some Items may be not applicable

Property	1	of	2	
SDI Plan Obtained				Yes / No
NZMS 261 Ref				F41 & G41
Local Authority				Queenstown Lakes District Council
Crown Acquisition Map				Kemp
SO Plan				So 13404 being a plan of Run 731 approved 23 December 1963
Relevant Gazette Notices				N/A
CT Ref / Lease Ref				1C/817. 336/45 sighted [Pasturage License issued 1924]
Legalisation Cards				No card.
Plan Index				N/A
CLR				Confirms land held under Pastoral Lease.
Allocation Maps (if applicable)				N/A
VNZ Ref - if known				N/A
Crown Grant Maps				
If Subject land Marginal Strip :				
a) Type [Sec 24(9) or Sec 58]				a) The Chief Surveyors survey specifications dated 27 April 1998 notes no streams as being over 3m wide.
b) Date Created				b)
c) Plan Reference				c)

CODC.

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Research – continued

Property	1	of	2
If Crown land – Check Irrigation Maps.	N/A		
Mining Maps	Nothing affecting lease [G41 & F41].		
<p>If Road</p> <p>a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989</p> <p>b) By Proc</p>	<p>a) SO Plan</p> <p>b) Proc Plan</p> <p>c) Gazette Ref</p>		
<p>Other Relevant Information</p> <p>a) Concessions – Advice from DOC or Knight Frank.</p> <p>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>c) Mineral Ownership</p> <p>d) Other Info</p>	<p>a)</p> <p>b)</p> <p>c) Either</p> <p><input checked="" 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 under the 1848 Kemp Purchase.</p> <p><input type="checkbox"/> Contained in [provide evidence].</p> <p>d)</p>		

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**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

Project Number NLI 0201 035YD

This report has been prepared on the instruction of Knight Frank (New Zealand) Ltd, Alexandra by letter dated 5 March 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.



LAND STATUS REPORT for Mt Pisa Station

Property 2 of 2

Land District	Otago
Legal Description	Part Run 730, Lot 1 DP 11740 and Section 6 Block VIII Cromwell SD.
Area	5101.2345 ha
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease P 272.
Instrument of title / lease	1C/818
Encumbrances	<p>Subject to</p> <ol style="list-style-type: none"> 1) Lessee has the right to carry water in the races belonging to the Crown. Races to be maintained by lessee. [Lease condition 3]. 2) Memorandum of Transfer 885702 being a right to convey water [Pisa Irrigation Co Ltd]. <i>Not sighted - unable to be found by LTO.</i> 3) Conservation Covenant 903735/2 over 657 ha of this Run. (also includes part Run 731 - 1443 ha) 4) Water Race Licences in respect to Amisfield Burn, Breakneck Creek, Parkburn, Lepold and Colour Burns and Mitre Creek.
Mineral Ownership	<ol style="list-style-type: none"> 1) Pt Run 630 and Section 6 Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the Kemp Purchase of 1848. 2) Lot 1 DP 11740 transferred to HMQ [Transfer 330457] in July 1968 from CT B2/1212. This title reserved the minerals to the Crown. The minerals are therefore still Crown owned.
Statute	Land Act 1948. and Crown Pastoral Land Act 1998
Notes (if any)	

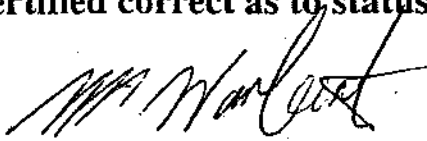
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Data Correct as at	08 April 1999



Prepared by	G Patrick
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

Certified correct as to status



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

415 /1999

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Research Data: Some Items may be not applicable

Property	2	of	2	
SDI Plan Obtained	Yes / No			
NZM 161 Ref	F41 & G41			
Local Authority	Queenstown Lakes District Council			
Crown Acquisition Map	Kemp			
SO Plan	<p>SO 13403 being a plan of Run 730 and Section 6 Block VIII Cromwell SD approved 23 December 1963.</p> <p>DP 11740 being a plan of subdivision of Part Section 41 Block I Wakefield SD. Approved 11 June 1968.</p>			
Relevant Gazette Notices	N/A			
CT Ref / Lease Ref	1C/818. 336/45 sighted [Pasturage License issued 1924]. Licence No 1743 issued over Run 630.			
Legalisation Cards	N/A			
Plan Index	N/A			
CLR	<p>Confirms land held under Pastoral Lease.</p> <p>Sec 6 incorporated into lease 1967.</p>			
Allocation Maps (if applicable)	N/A			
VNZ Ref - if known	N/A			
Crown Grant Maps				
<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) The Chief Surveyors survey specifications dated 27 April 1998 notes no streams as being over 3m wide.</p> <p>b)</p> <p>c)</p>			

CODC

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Research - continued

Property 2 of 2	
If Crown land - Check Irrigation Maps.	N/A
Mining Maps	Nothing affecting lease [G41 & F41].
If Road a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989 b) By Proc	a) SO Plan b) Proc Plan c) Gazette Ref
Other Relevant Information a) Concessions - Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership d) Other Info	a) b) c) Either <input checked="" 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 under the 1848 Kemp Purchase. <input type="checkbox"/> Contained in [provide evidence]. d)

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