

Crown Pastoral Land Tenure Review

Lease name : OMAHAU PART

Lease number : PT 092

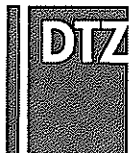
Due Diligence Report (including Status Report) - Part 1

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

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

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

July 09



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

File Ref: Pt 143 Omahau Hill	Report No: R2361	Report Date: 5 September 2002
LINZ: 16640		
Contractor's Office: Timaru	LINZ Case No: 03/	Date sent to LINZ: September 2002

RECOMMENDATIONS

1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions which require action by the Manager Crown Property Contracts;
 - (a) Five Compensation Certificates are still registered against the lease.
 - (b) Otematata Television society (responsibility then to Twizel Community Council) granted consent on 20 February 1977 for a proposed TV transmitter site until permanent BCNZ coverage. There is no further action or record. (Not now required and may not exist. Pers. com RWS).
 - (c) UCL Schedule land of 1.0268 hectares adjoins annotated "LC for incorporation into lease".

Signed for DTZ New Zealand Limited

A handwritten signature in black ink, appearing to read 'R A Ward-Smith', written over a horizontal line.

R A Ward-Smith Manager - Timaru

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

Name:

Date of decision: / /

1. Details of lease:

Lease Name: Omahau Hill
Location: Twizel, South Canterbury
Lessee: Michael James Lindsay and Elaine Joy Lindsay
Tenure: Pastoral Lease under the Land Act 1948
Term: 33 years from 1 July 1995
Annual Rent: \$750 plus GST
Rental Value: \$50,000
Date of Next Review: 1 July 2006
Land Registry Folio Ref: CB47C/172
Legal Description: Sections 6 and 7 SO 20051
Area: 2,298.8 hectares (subject to survey)

2. File Search

Files held by Agent on behalf of LINZ

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt/092-SCH-01</i>	<i>I</i>	<i>232</i>	<i>22 August 1933</i>	<i>193</i>	<i>29 October 1968</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt/092-SCH-02</i>	<i>II</i>	<i>194</i>	<i>8 November 1968</i>	<i>315</i>	<i>3 August 1982</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 092/SCH-03</i>	<i>III</i>	<i>316</i>	<i>19 August 1982</i>	<i>449</i>	<i>13 July 1990</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 092/SCH-04</i>	<i>IV</i>	<i>450</i>	<i>13 July 1990</i>	<i>588</i>	<i>2 April 1998</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 092</i>	<i>V</i>	<i>589</i>	<i>10 March 1998</i>	<i>689</i>	<i>3 March 2000</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 143 CON/50213/09/166 40/A-ZNO</i>	<i>I</i>	<i>1</i>	<i>2 March 2000</i>		<i>Current File</i>

Other relevant files held by LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
40/14/4/1/4-WCH-03	III	No folio numbers	22 December 1986	NA	18 November 94

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
5225-D13-001		No folio numbers	29 March 1996	No folio numbers	21 April 1997

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
5200-D13-001-1-DNO		10/12/92	10 December 1992	10/7/95	10 July 1995

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
Pt/092/A-SCH		Plans Only			

3. Summary of lease document:

Terms of lease

Lease issued in the name of Allan James Hubbard of Timaru, Chartered Accountant, and Roseann Mary Walls of Twizel, married woman, lessees. Lease P92 having been subdivided, and this lease issued in substitution thereof pursuant to Section 93 Land Act 1948. The former lease reference is 529/231 Canterbury Registry. The current legal description being Sections 6 and 7 on SO plan 20051 containing 2,298.8 hectares as contained in Certificate of Title CB47C/172 Canterbury Registry. The term is 33 years from 1 July 1995 expiring 30 June 2028. Note the expiry date has been amended to the above as the result of Variation A457887.1 registered 12 May 2000.

Transferred to Michael James Lindsay and Elaine Joy Lindsay 12 May 2000.

Stock limit in the lease as the result of subdivision is 1500 sheep.

The lease is subject to Section 241(2) Resource Management Act 1991.

Area adjustments

The area on the title of 2,298.8 hectares is being amended in the data base by the addition of 0.8 hectares as shown recorded on the file.

NB: The originating lease, Pt 92 Omahau, had a title area of 4,894.0689 and the combined areas of the three new leases is 4878.8450 hectares leaving a difference of 15.2239 hectares, explained by the surveyor as being due to recalculation and planimetry of areas based on new plans.

Registered interests

- 1 (a) Document 463781.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 registered 24 November 1983
- (b) Document 808647.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 registered 7 June 1989
- (c) Document 734590 Compensation Certificate pursuant to Section 17 Public Works Act 1981 registered 5 April 1968
- (d) Document 795515 Compensation Certificate pursuant to Section 17 Public Works Act 1981 registered 7 May 1970
- (e) Document 802568 Compensation Certificate pursuant to Section 17 Public Works Act 1981 registered 15 July 1970

(Copies on file below Land Status Report except 808647.7 not locatable)

- 2 Document 990830.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 registered 29 April 1992 (a copy is onfile below Land Status Report)
- 3 Document A457887.3 Aorangi Securities Limited registered 12 May 2000

Unregistered interests

- 1 Bond by Deed for the control of wilding trees. Programme commenced in 1998 and was to be completed by 31 December 2001. There is no report on file indicating completion.

4. Summarise any Government programmes approved for the lease:

Rabbit and Land Management Programme established for the whole pastoral lease prior to subdivision which involved 70% of the expenditure on rabbit control. A further 17% on extensive oversowing and topdressing plus monitoring and \$12,000 of rabbit netting fences. The oversowing and topdressing largely enhanced previously oversowing and topdressing plus adding 508 hectares of new oversowing and topdressing. Most of the development work took place on this hill block.

5. Summary of Land Status Report:

The Land Status report approved by LINZ on 15 August 2002 showed the status of the land as Crown Land subject to the Land Act 1948. It showed the encumbrances as being the Compensation Certificates and Land Improvement Agreement as set out above and in addition noted the land was subject to Part IVA Conservation Act 1987 upon disposition. Minerals remain with the Crown. The area and legal description is as shown above.

6. Review of topographical and cadastral data:

Omahau Hill is located at the south-eastern end of the Ben Ohau Range between Lake Ohau and Twizel. As the name suggests, it is principally a hill block, with easy downs along the south-

eastern fringe and a small area of flats on the northern edge adjacent to Dart's Bush stream. It was formerly part of the larger Omahau pastoral lease which incorporated a similar area of flats some 15 kilometres away on the eastern side of Twizel town.

The central hill section rises to 1,433 metres, dropping away to the north and south with a small basin to the west.

It is fenced on the northern, eastern and southern cadastral boundaries. To the west, the fence follows the cadastral boundary from the south to the top of the first ridge. From that point northward, the fence appears to be approximately 250 metres west of the cadastral boundary for much of its length northward to Darts Bush Stream. As the land is all over 1,000 metres, it makes little difference to the practical farming of the property.

7. Details of any neighbouring Crown or conservation land

There is no Conservation land within the boundaries of the pastoral lease. Reserve 4678 vested in the Canterbury Regional Council is located near the northern boundary and desirably should be revoked and incorporated into the lease.

An area of 1.0268 hectares of Crown Land (UCL U H38 3 CO) on the unallocated Crown Land Schedule annotated "LC for incorporation into lease", adjoins. It is an "ungazetted stock reserve" shown on SO 5620 and appears at the north western corner of the lease on SO 20051. Rather than incorporate it into the lease at this point, it could be included in tenure review as Crown Land and would then be dealt with in the course of the tenure review. Although adequately defined on SO 5620 it has no appellation.

8. Summarise any uncompleted actions or potential liabilities:

- (a) Five Compensation Certificates are still registered against the lease.
- (c) Otematata Television society (responsibility then to Twizel Community Council) granted consent on 20 February 1977 for a proposed TV transmitter site until permanent BCNZ coverage. There is no further action or record. (Not now required and may not exist. Pers. com RWS).
- (c) UCL Schedule land of 1.0268 hectares adjoins annotated "LC for incorporation into lease".

No electric power conductor lines cross the lease.

No Telecom lines cross the lease.

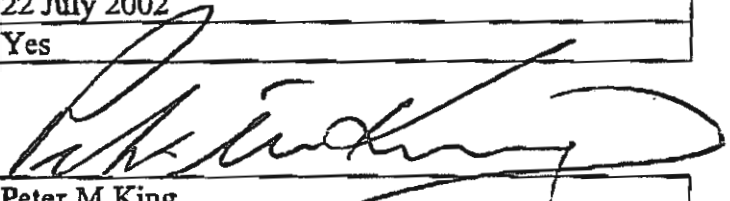
DTZ NEW ZEALAND LIMITED

This report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated September 2001 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT for OMAHAU HILL			[LIPS 16640]
Property	1	of	2

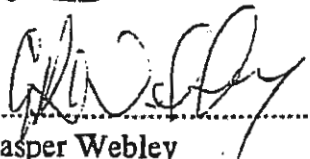
Land District	Canterbury
Legal Description	Sections 6 & 7 SO 20051
Area	2298.8000 hectares (Subject to survey)
Status	Crown Land subject to the Land Act 1948
Instrument of lease	All CIR CB47C/172 pursuant to section 66 and registered under section 83 of the Land Act 1948
Encumbrances	Subject to: Amalgamation condition A328714.1 Compensation certificate 734590 Compensation certificate 795515 Compensation certificate 802568 Compensation certificate 463781.1 Compensation certificate 808647.1 Land Improvement Agreement 990830.1 Part IVA Conservation Act 1987
Mineral Ownership	Minerals remain with the Crown as the land has never been alienated since its acquisition for settlement purposes, from the former Maori owners under the Kemp purchase 1848.
Statute	Land Act 1948 & Crown Pastoral Act 1998

Data Correct as at	22 July 2002
Certification Attached	Yes



Prepared by	Peter M King
Crown Accredited Supplier	DTZ New Zealand Limited

APPROVED



Date: 15/8/2002

Grant Kasper Webley
Land Information New Zealand, Christchurch

OMAHAU HILL Property 1 of 2

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

Current internal formation of roads do not follow the cadastral legal road boundaries.

Crown lease CB47C/172 memorial, subject to section 241(2) RMA relates to document A328714.1 an amalgamation condition in respect to Sections 6 & 7 SO 20051.

By the subdivision of Run 292 (three leases), there a number of compensation certificates brought down on CB47C/172 as a result of earlier activity relating to the Waitaki Power Development Scheme.

By the location of Omahau Hill there is quite the likelihood that none of these compensation certificates, ie No. 734590, 795515, 802568, 463781.1 & 808647.1 affect this land and should be discharged ?

This will need further in depth investigation.

Compensation certificate 808647.1 is not locatable in the Land Information New Zealand Land Titles Office Christchurch. It would appear from an earlier investigation (Omahau Downs), that this document has been missing since January 2001.

At the demise of the Department of Lands & Survey in April 1987 an area of 1.0268ha Crown Land was shown on the unallocated Crown Land schedule (U*H38*3*C0) and noted "LC for incorporation into lease". This was to be followed up by the Department of Lands and appears to have stalled by their demise ?

The area is an "ungazetted stock reserve" located on SO Plan 5620, adjoining at the top left corner of Section 6 SO 20051.

Refer to Omahau Hill property report 2 of 2.

Continued.....

	<p>File contains an unregistered "Bond by Deed" dated June 1998, requiring the lessee to carry out a programme of wilding tree control to the date 31 December 2001.</p> <p>This has not been signed off by the Commissioner of Crown Lands.</p> <p>File contains an incomplete Conservation Covenant in respect to areas referenced as "RAP 7" on the west and southeast boundaries of Section 6 SO 20051.</p>
--	---

LAND STATUS REPORT for OMAHAU HILL				[LIPS ref.16640]
Property	1	of	2	

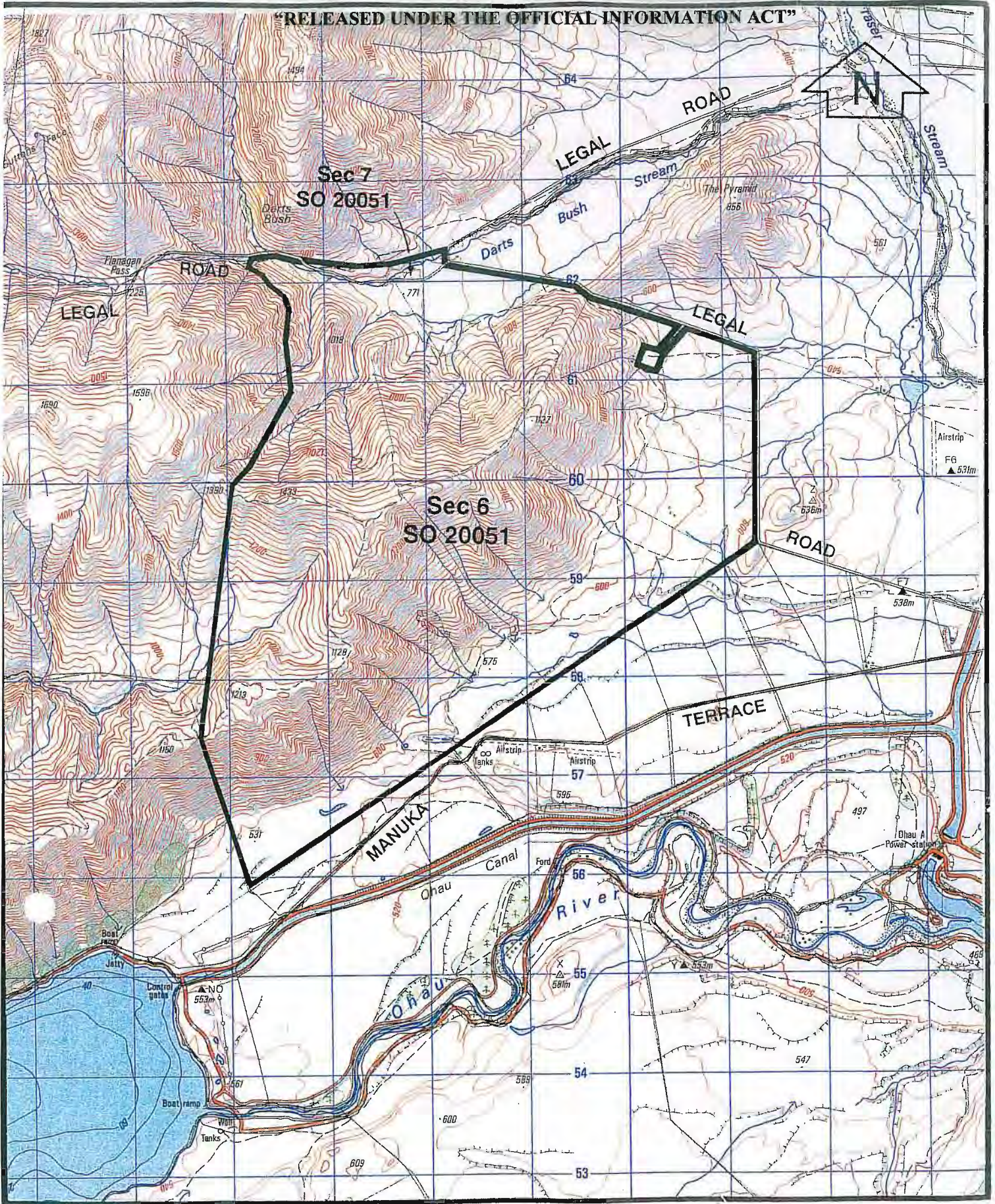
Research Data: Some Items may be not applicable

Property	1	of	1	
Cadastral Print Obtained				Yes
NZMS 261 Ref				H38
Local Authority				Mackenzie District Council
Crown Acquisition Map				Kemp Purchase 1848
SO Plan				SO 20051 (1998)
Relevant Gazette Notices				N/A
CT Ref / Lease Ref				All CIR CB47C/172 (2000)
Legalisation Cards				N/A
CLR				N/A
Allocation Maps (if applicable)				SOE – H38 SO 17050 No overlaps DOC – H38 SO 17101 No overlaps
VNZ Ref - if known				All assessment 25320/40400
Crown Grant Maps				Nil
If Subject land Marginal Strip:				
a) Type [Sec 24(9) or Sec 58]				a) SO Plan 20051 (1998) and CB47C/172 although a disposition since the introduction of the Conservation Act 1987 donot include any notation and or memorial subject to Part IVA Conservation Act 1987. Lease renewal in February 2000 is a disposition under section 24(9) of the Conservation Act 1987.
b) Date Created				b) N/A
c) Plan Reference				c) SO 20051

LAND STATUS REPORT for OMAHAU HILL				[LIPS ref.16640]
Property	1	of	2	

Research – continued

Property	1	Of	1	
If Crown land - Check Irrigation Maps.				Not applicable
Mining Maps				No interest recorded on the National Mining Index
If Road a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989 b) By Proc				a) Section 110A Public Works Act 1928 b) SO 5620, 5621 (1919) c) N/A
Other Relevant Information a) Concessions - Advice from DOC or DTZ New Zealand Limited. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998. c) Mineral Ownership				a) There are no DOC concessions and or no current recreation permits. b) Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998. c) Mines and Minerals are owned by the Crown in the case of land contained in Sections 6 & 7 SO 20051 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 1848. Contained in [provide evidence]. Formerly RS 36869 CB322/164 (1920) "Ben Ohau". In 1962 RS 36869 appellation, altered to Run 292 "Omahau". However CB 322/164 is the earliest lease available in the Land Titles Office after Canterbury gazette 1867 page 157, confirmation of runs under the Canterbury Land Regulations.
d) Other Info				

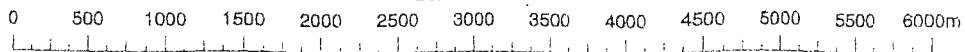


EXCLUDES ALL LEGAL ROADS AND MARGINAL STRIPS (IF ANY)

Version	1	2	3	4	5
Canterbury Land District					Sheet 1 of 1
NZMS 260 H38					Date 19/07/2002

OMAHAU HILL (Sections 6 & 7 SO 20051)

Scale 1:50000



Appendix 2



COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952



R. W. Muir
Registrar-General
of Land

Historical Search Copy

Identifier **CB47C/172**
Land Registration District **Canterbury**
Date Registered 14 February 2000 09:00 am

Prior References
CB529/231

Type	Area	Term
Lease under s83 Land Act 1948	2298.8000 hectares more or less	33 years commencing on the 1st day of July 1995 and expiring on 30.6.2028

Legal Description Section 6-7 Survey Office Plan 20051

Original Proprietors

Michael James Lindsay and Elaine Joy Lindsay

Interests

Subject to Section 241 (2) Resource Management Act 1991 by The Mackenzie District Council (see DP 20051)

- > 734590 Compensation Certificate pursuant to Section 17 Public Works Act 1948 - 5.4.1968 at 1.30 pm
- > 795515 Compensation Certificate pursuant to Section 17 Public Works Act 1948 - 7.5.1970 at 9.15 am
- > 802568 Compensation Certificate pursuant to Section 17 Public Works Act 1948 - 15.7.1970 at 2.25 pm
- > 463781.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 24.11.1983 at 9.01 am
- 808647.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 7.6.1989 at 11.25 am
- 990830.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 29.4.1992 at 11.41 am
- A457887.3 Mortgage to Aorangi Securities Limited - 12.5.2000 at 9.00 am

NOT REGISTERED UNDER THE LAND TRANSFER
ACT
REGISTERED UNDER SECTION 83 LAND ACT 1948

REGISTER

No. 47C/172

Issued in Lieu of Lease

Entered in the Register-book, the

NEW ZEALAND

Former Ref: Vol:529 fol. 231

LINZ Ref. No. P92
A445612



Pastoral Lease under the Land Act 1948 and the Crown Pastoral Land Act 1998

This Deed, made the first day of January 2000 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and ALLAN JAMES HUBBARD of Timaru, Chartered Accountant, and ROSEANN MARY WALLS, of Twizel, Married Woman, (hereinafter referred to as "the Lessee") of the other part:

WITNESSETH that the Lease P92 having been subdivided this lease is issued in substitution thereof pursuant to Section 93 Land Act 1948;

FURTHER 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 2298.8000 hectares more or less, situated in the Land District of Canterbury, and being Sections 6 and 7 on Survey Office Plan 20051 as the same is more particularly delineated with bold black lines on the plan hereon; together with the rights, easements, and appurtenances thereto belonging;

TO HOLD the said premises intended to be hereby demised unto the Lessee for the residue of the term of 33 years, commencing on the 1st day of July 1995 and expiring on the 1st of January 2029;

YIELDING and paying therefor for the first 11 years of the said term unto the Commissioner of Crown Lands at Wellington the annual rent of \$750.00 (exclusive of GST) 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 period of 11 years, and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 8 of the Crown Pastoral Land Act 1998;

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pastoral land under Part IV of the Land Act 1948 and Part 1 of the Crown Pastoral Land Act 1998, and the provisions of the said Acts or any substitution thereof, 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;

SAVE as hereby expressly varied the terms and conditions, covenants, and restrictions of this lease are the same as those contained or implied in Pastoral Lease P92 registered as Vol 529 folio 231 Canterbury Registry;

THAT clause 13 of the lease shall be amended by substituting "...3520 sheep..." with "...1500 sheep..." and by deleting "...which number shall include not more than 1320 breeding ewes...".

SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN

Nil

No. 47C/172

IN WITNESS whereof ROBERT WILLIAM LYSAGHT acting under a delegation signed 19 August 1999 by the Commissioner of Crown Lands, has hereunto set his hand, and these presents have also been signed by the said Lessee.

Signed by the said ROBERT WILLIAM LYSAGHT)
on behalf of the Lessor, in the presence of -)

Witness: *GK Webley*)

Occupation: GRANT KASPER WEBLEY)
CONTRACT MANAGER)

Address: C/- LINZ, CHRISTCHURCH)

RW Lysaght
Delegate of the Commissioner
of Crown Lands

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

Witness: *Purston*)

Occupation: *Solicitor*)

Address: *Timaru*)

PETER WILLIAM HUTT
Solicitor
Timaru

AJ Hubbard
ALLAN JAMES HUBBARD

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

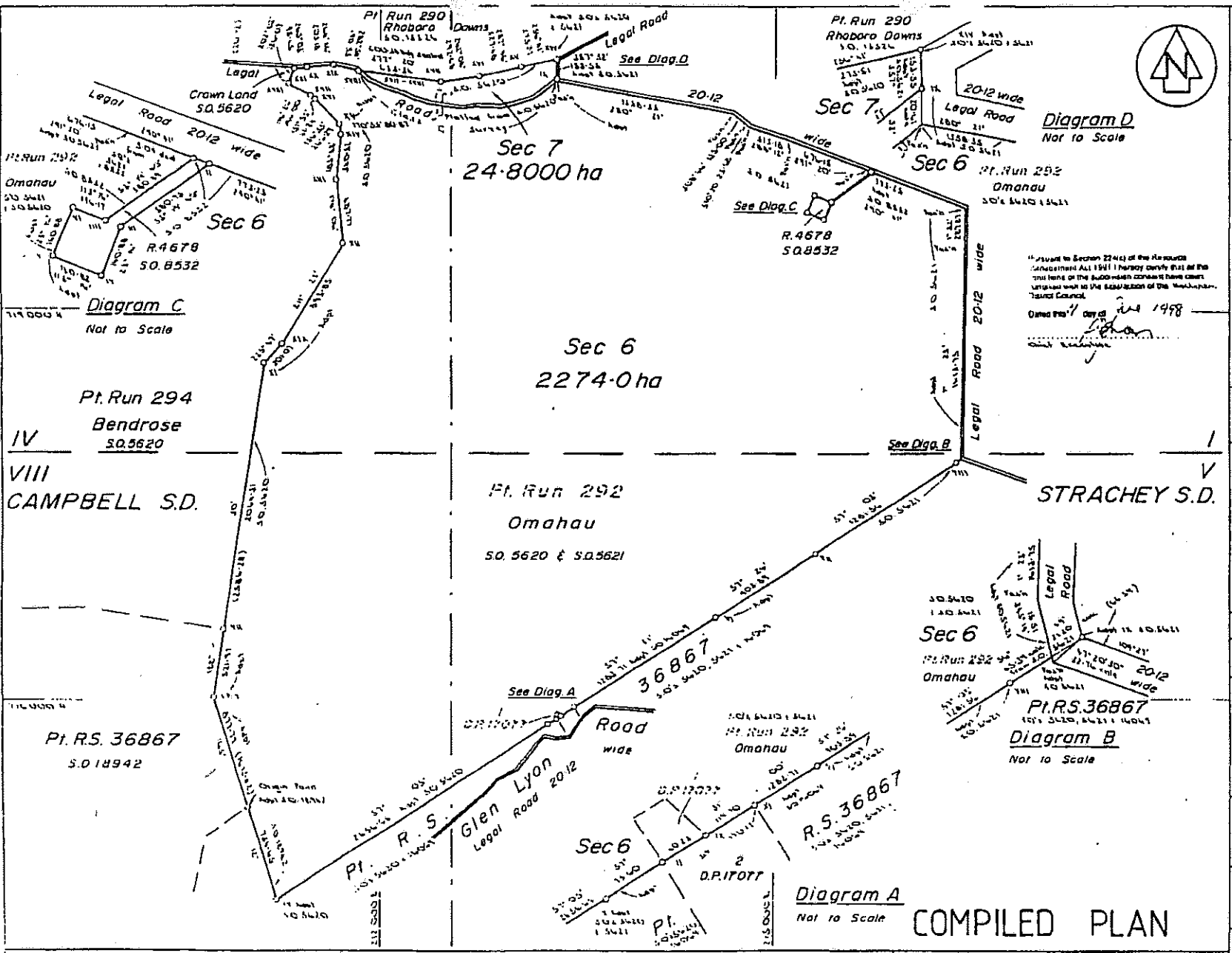
Witness: *Purston*)

Occupation: *Solicitor*)

Address: *Timaru*)

PETER WILLIAM HUTT
Solicitor
Timaru

RM Walls
ROSEANN MARY WALLS



Approvals **Approved**

Commissioners of Crown Lands
Registered Owners

Approved pursuant to Section 273 of the Resource Management Act 1991 on the 17 day of 1998
Subject to the authorisation condition(s) set out herein.

The Common Seal of the Mackenzie District Council is Affixed Pursuant to the presence of:

[Signature]
Chairman

Dated this 17 day of February 1998

Amalgamation Condition
That Sections 6 & 7 be held together on one Certificate of Title. (Sec. 422(1)(a))

Certificate of Title Allocated
Sec 6 }
Sec 7 }

Note:
There are no Sections 1-5 on this plan.

BEARING DATUM **Crested**

CO-ORDINATE DATUM **Geoid**

TIMARU CIRCUIT CO-ORDINATES
CIRCUIT ORIGIN: MOUNT HORRIBLE 1000000M 500000M
ORIGIN POINT 100 1000000M 500000M

TABLE OF CO-ORDINATES

MARK	NORTH	EAST
Top of Pt. 20.1544	715 197.29	211 009.32

Total Area **2298.8000 ha**

Comprised in Bal. **C.L.529/231**

Russell George Finlay
Registered Surveyor and holder of an annual practicing certificate for who say all as a registered surveyor pursuant to section 25 of the Survey Act 1980 hereby certify that this plan has been made from surveys conducted by me or under my direction, that both plan and survey are correct and says both comply in accordance with the Survey Regulations 1977 in any particulars made in connection therewith.

Dated at Timaru on the 15 day of April 1998

Field Book **A** Traverse Book **A**

Reference Plans **57.17077, 50's 5420, 5411, 5425, 5431, 10049, 10562, 13376**

Examined **Correct**

Approved as to Survey **[Signature]**
15/98 Deputy Chief Surveyor

Deposited this day of 19

LAND DISTRICT **Canterbury**
Survey Blk. & Dist. **IV & VIII Campbell, I & V Strachey**
NZMS 261 Sheet Record Map No.

Sections 6 & 7 being Subdivision of Lot 1 D.P.17077 & Pt. Run 292

TERRITORIAL AUTHORITY **Mackenzie District**
Compiled by **Milward Fintlay Lobb**
Scale 1:1000 Date **February 1998**

Registrar - General of Land

File No. **SO20051**

This Plan is concurrent with 50's 20049 & 20050

47C/172

Subject to Section 241(2) Resource Management Act 1991
by The Mackenzie District Council (affects SO Plan 20051)

734590 Compensation Certificate pursuant to Section 17
Public Works Act 1948 - 5.4.1968 at 1.30

795515 Compensation Certificate pursuant to Section 17
Public Works Act 1948 - 7.5.1970 at 9.15

802568 Compensation Certificate pursuant to Section 17
Public Works Act 1948 - 15.7.1970 at 2.25

206493.2 Mortgage to Allan James Hubbard and Roseann
Mary Walls as surviving executor of the estate of
varied 7.7.1980 at 9.21 and 19.4.1982 at 9.36
DISCHARGED 18 APR 2008 for RGL

463781.1 Compensation Certificate pursuant to Section 19
Public Works Act 1981 - 24.11.1983 at 9.01

808647.1 Compensation Certificate pursuant to Section 19
Public Works Act 1981 - 7.6.1989 at 11.25

990830.1 Land Improvement Agreement under Section
30A Soil Conservation and Rivers Control Act 1941
- 29.4.1992 at 11.41

A171549.5 Mortgage to Tuna Robinson Nominees Limited
- 5.5.1995 at 1.15
DISCHARGED 18 APR 2008 for RGL

For RGL

A457887.1 Variation of term to expire on
30.6.2028

A457887.2 Transfer to Michael James
Lindsay and Elaine Joy Lindsay

A457887.3 Mortgage to Aorangi Securities
Limited

all 12.5.2000 at 9.00

A. Wean
for RGL



CANCELLED

PART - CANCELLED
NEW ZEALAND
TO BE CONVERTED

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

Entered in the Register-book, Vol. 529 fol. 231

On the 13th day of June 1962 at 2.36 o'clock P.M.

Simon
Assistant Registrar



Pastoral Lease of Pastoral Land under the Land Act, 1948

No. 1542

This Deed, made the 13th day of June 1962, one thousand nine hundred and sixty two, between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and *Simon* (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee *1000* acres or parcels of land containing by admeasurement thirteen thousand one hundred and thirty-nine (13,139) acres and *one* perch, a little more or less, situated in the Land District of Canterbury and being *Lot 22 "Canton" situated in Block 1, V. VII, T.S. 21 Strachey Survey District and Block 19, VIII Campbell Survey District, Canterbury District* (hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July 1962, one thousand nine hundred and sixty two, together with the period between the date of this lease and the aforesaid first day of July 1962

Copy Notice 853919 declaring part of the within licensed estate (8 acres 0 rods 15 perches) is hereby taken for the generation of electricity. 13/1/1972 at 11.25am
Copy Notice 853911 declaring part of the within land (8 acres 0 rods 15 perches) is hereby taken for the generation of electricity. 13/1/1972 at 11.25am

FOR DIAGRAM SEE BACK HEREOF
SEE N.F. for further information
Gasette Notice 860231 taking part of the leasehold Estate (16a 2r 332p) for generation of electricity together with rights to drains sewerage over parts adjacent thereto. - 17-3-1972 at 9.25oc

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

Subject to the provisions of Section 92 of the Land Act 1948
by a deposit of (£ 1000) (the receipt of which sum is hereby acknowledged) and thereafter by (1) half-yearly instalments of (£ 190.00) payable (2) 190.00) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) pounds shillings and pence () on the 1st day of January and 1st day of July in each year in the same manner as rent.

- AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-
1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter ascertained 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 Settlements Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
 4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
 5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Canterbury (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1928.
 6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1925.
 7. THAT the Lessee will clean and clear from weeds and keep open all drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
 8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
 9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the first day of the month in 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 Noxious Weeds Act, 1928, burn any rubbish, scrub, fern, or grass on the said land, nor permit any rubbish, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
 12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and egress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
 13. See back hereof.

- AND it is hereby agreed and declared by and between the Lessor and the Lessee:-
- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
 - (b) THAT the Lessee shall have no right, title, or claim whatsoever in any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorised by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within the limits of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any buildings or outbuildings. Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purposes on the said land, but not otherwise.
 - (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined by the Commissioner under 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.

524/231

Compensation Certificate 778772 pursuant to section 17 Public Works Amendment Act 1948
 Act 1948 at 9:37 am
 26/11/1969

- (4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,
 - (i) Cultivate any portion of the said land for the purpose of growing winter food for the stock depastured thereon;
 - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land as cleared in grass;
 - (v) Suffer any portion of the said land to be overgrown in grass.
 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 clover and grass 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 winter months shall not, without the prior consent of the Commissioner, exceed sheep on a basis of a month of use for a day sheep and of one and a half for breeding ewes.
- (7) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or shall default for one year in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 118 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
- (8) THAT these covenants are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

No 774370 Gazette Notice taken out within leave for Road - 27.8.1969
 (Area 3a 11 37p)
 ALR

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND PURCHASED BY THE LESSEE FOR WHICH COMPENSATION IS CLAIMED

795515 Compensation Certificate pursuant to Section 17 Public Works Amendment Act 1948 - 7.5.1970 at 9:15 am
 ALR

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

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

Witness: [Signature]
 Occupation: Chief Land Surveyor
 Address: Christchurch

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

Witness: [Signature]
 Occupation: Labourer
 Address: Lake Park

Notice 80269 declaring that part Run 292 herein (91-3-12) is taken for electricity works (Upper Waitaki Power Development Scheme) 2/10/1970 at 9:27 am
 Commissioner of Crown Lands

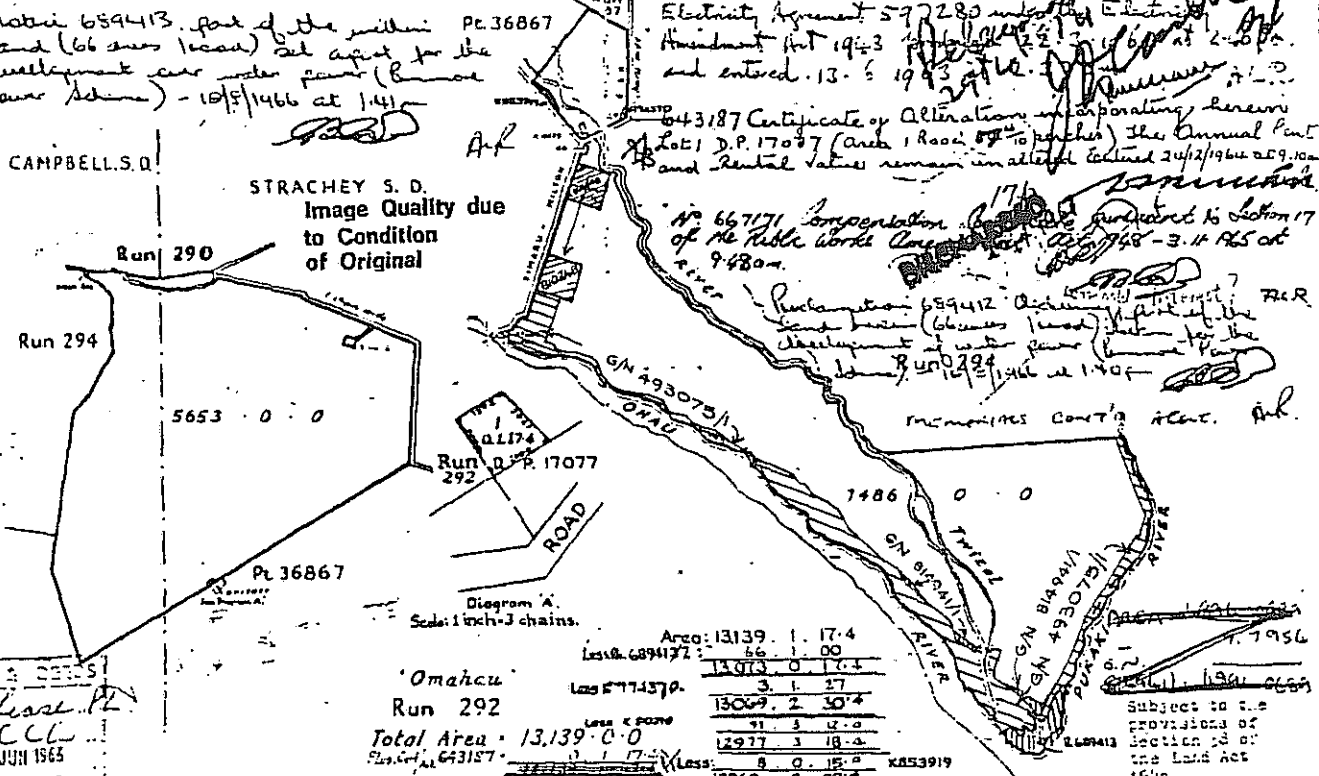
MEMORIALS CONT'D ON FILE

Compensation Certificate 734590 pursuant to section 17 of the Public Works Act 1948 entered 5.8.1968 at 11:30 am
 ALR

13. THAT without derogating from or restricting the covenants contained in clause four hereof and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term, on any part of the said land more than 3520 sheep which number shall include not more than 1000 breeding ewes PROVIDED HOWEVER that the Lessee may with the prior written consent of the Board carry such additional stock on such terms and conditions as may be therein specified subject nevertheless to the right of the Board to revoke or vary such consent at any time.

Notice 659413 part of the mill race land (66 acres 10000) set apart for the development of water power (Bromley Power Scheme) - 10/5/1966 at 144
 ALR

Electricity Agreement 577280 under the Electricity Amendment Act 1943 entered 13.5.1943 at 11:00 am
 ALR



LAND & DEEDS
 Lease Pt
 C.C.
 18 JUN 1963
 0 36p
 15
 326p

Omahu Run 292
 Total Area - 13,139.0.0
 Plan No. 643157
 Scale: 1 mile to an inch

Area:	13139. 1. 17.4
Less:	66 1. 00
	13073. 0. 17.4
Less:	3. 1. 27
	13070. 0. 30.4
Less:	91 3. 0.0
	12977. 0. 18.4
Less:	8 0. 15.0
	12969. 0. 03.4
Less:	15. 2. 33.2
	12954. 0. 10.2
Less:	5242. 32.95m ²
	340.4593m ² - OVER -
Less:	4901.8643m ²
	7.1954
	4894.0689

METRIC AREA - 5242.3236 ha

Less G/N 814941/1

529/231

No. A171549/7 variation of the terms of the within lease -- 5.5.1995 at 1.15pm

[Signature]
for A.L.R.

Amalgamation Correspondence A328714.1

~~Subject to a right to drain sewage over part herein marked B on SO 18355 and coloured blue on SO 11669 appurtenant to Section 1 SO 18355 CT 45A/677 created in Deed of Easement 45A/687~~

~~Subject to a right to drain sewage in gross over part herein marked blue on SO 11669 in favour of Her Majesty the Queen created in Deed of Easement 45A/688~~

all 21.8.1998 at 10.42

~~*[Signature]*~~
for DLR

Subject to a right to drain sewage over part of the lessors estate herein marked B on SO 18355 and coloured blue on SO 11669 appurtenant to Section 1 SO 18355 CT 45A/677 created in Deed of Easement 45A/687

Subject to a right to drain sewage in gross over part of the lessors estate herein coloured blue on SO 11669 in favour of the Mackenzie District Council created in Deed of Easement 45A/688

all produced 21.8.1998 at 10.42 and entered 14.10.1998 at 9.00

[Signature]
for DLR

Amalgamation Correspondence A394575.1

A430367.1 Notice of New Appellation whereby part of Part Run 292 are now known as Sections 1, 2, 3, 8 and 9 SO 20049, Sections 4 and 5 SO 20050, Section 7 SO 20051, and part of Part Run 292 and Lot 1 DP 17077 is now known as Section 6 SO 20051 - 21.10.1999 at 10.54

[Signature]
for RGL

CT 529/231

Gazette Notice 89397/1, declaring a sewage drainage easement taken over parts of Run 292 for the generation of electricity - 15.7.1976 at 11.44 am.

[Signature]
A.L.R.

Transfer 206493/1 of the one-half share to Helen Campbell Elliot of Lake Pukaki, Married Woman and Allan James Hubbard of Timaru, Chartered Accountant - 8.12.1978 at 12.18 pm.

[Signature]
for A.L.R.

Mortgage 206493/2 of their one-half share Helen Campbell Elliot and Allan James Hubbard to Walter Gilbert Elliot - 8.12.1978 at 12.19 pm.

[Signature]
for A.L.R.

Variation of Mortgage 206493/2 - 7.7.1980 at 9.21 am.

[Signature]
for A.L.R.

Variation of Mortgage 206493/2 - 26-3-1981 at 9.47a.m.

Mortgage 334543/1 to the Rural Banking and Finance Corporation - 10.07.1981 at 10.07 a.m.

[Signature]
for A.L.R.
DISCHARGED
- 5 MAY 1982

No. 345250/1 Memorandum of Priority making Mortgages 334543/1 and 206493/2 first and second Mortgages respectively - 16-9-1981 at 10.59a.m.

[Signature]
for A.L.R.

Variation of Mortgage 206493/2 - 19.4.1982 at 9.36 am.

[Signature]
for A.L.R.

Transfer 394637/1 to Helen Campbell Elliot of Lake Pukaki, Married Woman and Allan James Hubbard of Timaru, Chartered Accountant 3.8.1982 at 10.20 am.

[Signature]
for A.L.R.

No. 463781/1 Compensation Certificate pursuant to Section 19 of the Public Works Act 1981 - 24.11.1983 at 9.01 a.m.

[Signature]
for A.L.R.

No. 493075/1 Gazette Notice declaring part of the leasehold estate (340.4593 hectares) acquired for the generation of electricity and shall vest in Her Majesty the Queen - 14.6.1984 at 11.28 a.m.

[Signature]
A.L.R.

Variation of Mortgage 334543/1 - 30.10.1984 at 11.07 a.m.

[Signature]
for A.L.R.

Transfer 538965/1 to Helen Campbell Elliot, Allan James Hubbard both abovenamed and Roseann Mary Walls of Lake Pukaki, Married Woman - 3.4.1985 at 11.01 a.m.

[Signature]
for A.L.R.

No. 808647/1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 7.6.1989 at 11.25am

[Signature]
for A.L.R.

No. 814941/1 Gazette Notice declaring part of the leasehold estate (7.7954 hectares) to be acquired for the generation of electricity and shall vest in the Crown on 29.6.1989 - 10.7.1989 at 11.53am.

[Signature]
for A.L.R.

No. 990830/1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 29.4.1992 at 11.41am

[Signature]
A.L.R.

No. A171549/1 Conservation Covenant pursuant to Section 77 Reserves Act 1977 - 5.5.1995 at 1.15pm

[Signature]
for A.L.R.
Each Part

Transmission A171549/3 to Allan James Hubbard of Timaru, Chartered Accountant and Roseann Mary Walls of Lake Pukaki; Married Woman, as survivors - 5.5.1995 at 1.15pm

[Signature]
for A.L.R.

Transmission A171549/4 of Mortgage 206493/2 to Allan James Hubbard and Roseann Mary Walls, as surviving executors - 5.5.1995 at 1.15pm

[Signature]
for A.L.R.

Mortgage A171549/5 to Tripp Rolleston Nominees Limited - 5.5.1995 at 1.15pm

[Signature]
for A.L.R.

No. A171549/6 extending the terms of the within lease for 33 years commencing on 1.7.1995 and increasing the annual rental - 5.5.1995 at 1.15pm

[Signature]
for A.L.R.

529/231

A445612.1 Pastoral Lease 47C/170 issued for Sections 1, 2,
3, 8 and 9 SO Plan 20049 and part Run# 292 (as shown on
SO 20049)

A445612.1 Pastoral Lease 47C/171 issued for Sections 4
and 5 SO Plan 20050

A445612.1 Pastoral Lease 47C/172 issued for Sections 6
and 7 SO Plan 20051

all 14.2.2000 at 9.00


For RGL

CANCELLED
DUPLICATE DESTROYED



DTZ NEW ZEALAND LIMITED

This report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated September 2001 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

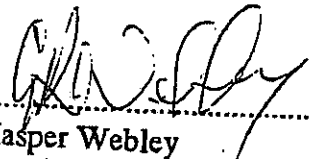
LAND STATUS REPORT for OMAHAU HILL				[LIPS 16640]
Property	1	of	2	

Land District	Canterbury
Legal Description	Sections 6 & 7 SO 20051
Area	2298.8000 hectares (Subject to survey)
Status	Crown Land subject to the Land Act 1948
Instrument of lease	All CIR CB47C/172 pursuant to section 66 and registered under section 83 of the Land Act 1948
Encumbrances	Subject to: Amalgamation condition A328714.1 Compensation certificate 734590 Compensation certificate 795515 Compensation certificate 802568 Compensation certificate 463781.1 Compensation certificate 808647.1 Land Improvement Agreement 990830.1 Part IVA Conservation Act 1987
Mineral Ownership	Minerals remain with the Crown as the land has never been alienated since its acquisition for settlement purposes, from the former Maori owners under the Kemp purchase 1848.
Statute	Land Act 1948 & Crown Pastoral Act 1998

Data Correct as at	22 July 2002
Certification Attached	Yes

Prepared by	 Peter M King
Crown Accredited Supplier	DTZ New Zealand Limited

APPROVED


 Date: 15/8/2002
 Grant Kasper Webley
 Land Information New Zealand, Christchurch

OMAHAU HILL Property 1 of 2

<p>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</p>	<p>Current internal formation of roads do not follow the cadastral legal road boundaries.</p> <p>Crown lease CB47C/172 memorial, subject to section 241(2) RMA relates to document A328714.1 an amalgamation condition in respect to Sections 6 & 7 SO 20051.</p> <p>By the subdivision of Run 292 (three leases), there a number of compensation certificates brought down on CB47C/172 as a result of earlier activity relating to the Waitaki Power Development Scheme.</p> <p>By the location of Omahau Hill there is quite the likelihood that none of these compensation certificates, ie No. 734590, 795515, 802568, 463781.1 & 808647.1 affect this land and should be discharged ? This will need further in depth investigation.</p> <p>Compensation certificate 808647.1 is not locatable in the Land Information New Zealand Land Titles Office Christchurch. It would appear from an earlier investigation (Omahau Downs), that this document has been missing since January 2001.</p> <p>At the demise of the Department of Lands & Survey in April 1987 an area of 1.0268ha Crown Land was shown on the unallocated Crown Land schedule (U*H38*3*C0) and noted "LC for incorporation into lease". This was to be followed up by the Department of Lands and appears to have stalled by their demise ? The area is an "ungazetted stock reserve" located on SO Plan 5620, adjoining at the top left corner of Section 6 SO 20051. Refer to Omahau Hill property report 2 of 2.</p> <p>Continued.....</p>
---	--

	<p>File contains an unregistered "Bond by Deed" dated June 1998, requiring the lessee to carry out a programme of wilding tree control to the date 31 December 2001.</p> <p>This has not been signed off by the Commissioner of Crown Lands.</p> <p>File contains an incomplete Conservation Covenant in respect to areas referenced as "RAP 7" on the west and southeast boundaries of Section 6 SO 20051.</p>
--	---

LAND STATUS REPORT for OMAHAU HILL				[LIPS ref.16640]
Property	1	of	2	

Research Data: Some Items may be not applicable

Property	1	of	1	
Cadastral Print Obtained				Yes
NZMS 261 Ref				H38
Local Authority				Mackenzie District Council
Crown Acquisition Map				Kemp Purchase 1848
SO Plan				SO 20051 (1998)
Relevant Gazette Notices				N/A
CT Ref / Lease Ref				All CIR CB47C/172 (2000)
Legalisation Cards				N/A
CLR				N/A
Allocation Maps (if applicable)				SOE – H38 SO 17050 No overlaps DOC – H38 SO 17101 No overlaps
VNZ Ref - if known				All assessment 25320/40400
Crown Grant Maps				Nil
If Subject land Marginal Strip:				
a) Type [Sec 24(9) or Sec 58]				a) SO Plan 20051 (1998) and CB47C/172 although a disposition since the introduction of the Conservation Act 1987 donot include any notation and or memorial subject to Part IVA Conservation Act 1987. Lease renewal in February 2000 is a disposition under section 24(9) of the Conservation Act 1987.
b) Date Created				b) N/A
c) Plan Reference				c) SO 20051

LAND STATUS REPORT for OMAHAU HILL

[LIPS ref.16640]

Property 1 of 2

Research – continued

Property	1	Of	1	
If Crown land - Check Irrigation Maps.				Not applicable
Mining Maps				No interest recorded on the National Mining Index
If Road a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989 b) By Proc				a) Section 110A Public Works Act 1928 b) SO 5620, 5621 (1919) c) N/A
Other Relevant Information a) Concessions - Advice from DOC or DTZ New Zealand Limited. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998. c) Mineral Ownership				a) There are no DOC concessions and or no current recreation permits. b) Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998. c) Mines and Minerals are owned by the Crown in the case of land contained in Sections 6 & 7 SO 20051 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 1848. Contained in [provide evidence]. Formerly RS 36869 CB322/164 (1920) "Ben Ohau". In 1962 RS 36869 appellation, altered to Run 292 "Omahau". However CB 322/164 is the earliest lease available in the Land Titles Office after Canterbury gazette 1867 page 157, confirmation of runs under the Canterbury Land Regulations.
d) Other Info				



New Zealand

International Property Advisers

File Reference : CH 1037

CERTIFICATE OF AUTHORISATION

(Land Act 1948 & Crown Pastoral Act 1998)

PROPERTY:

**Sections 6 & 7 SO 20051
Omahau Hill
Canterbury Land District**

ASSURANCE

DTZ New Zealand Limited gives an assurance that the document attached to this certificate is in order for signature.

The decision when made will comply with the following Crown policy requirements:

- The New Standards & Guidelines Manuals CCPO; Legalisation/Roading, OSG Standard 1995/053 & 4

In giving this assurance **DTZ New Zealand Limited** undertakes that all relevant policy instructions, legal requirements, court judgements and any other matters have been taken into account and applied where appropriate.

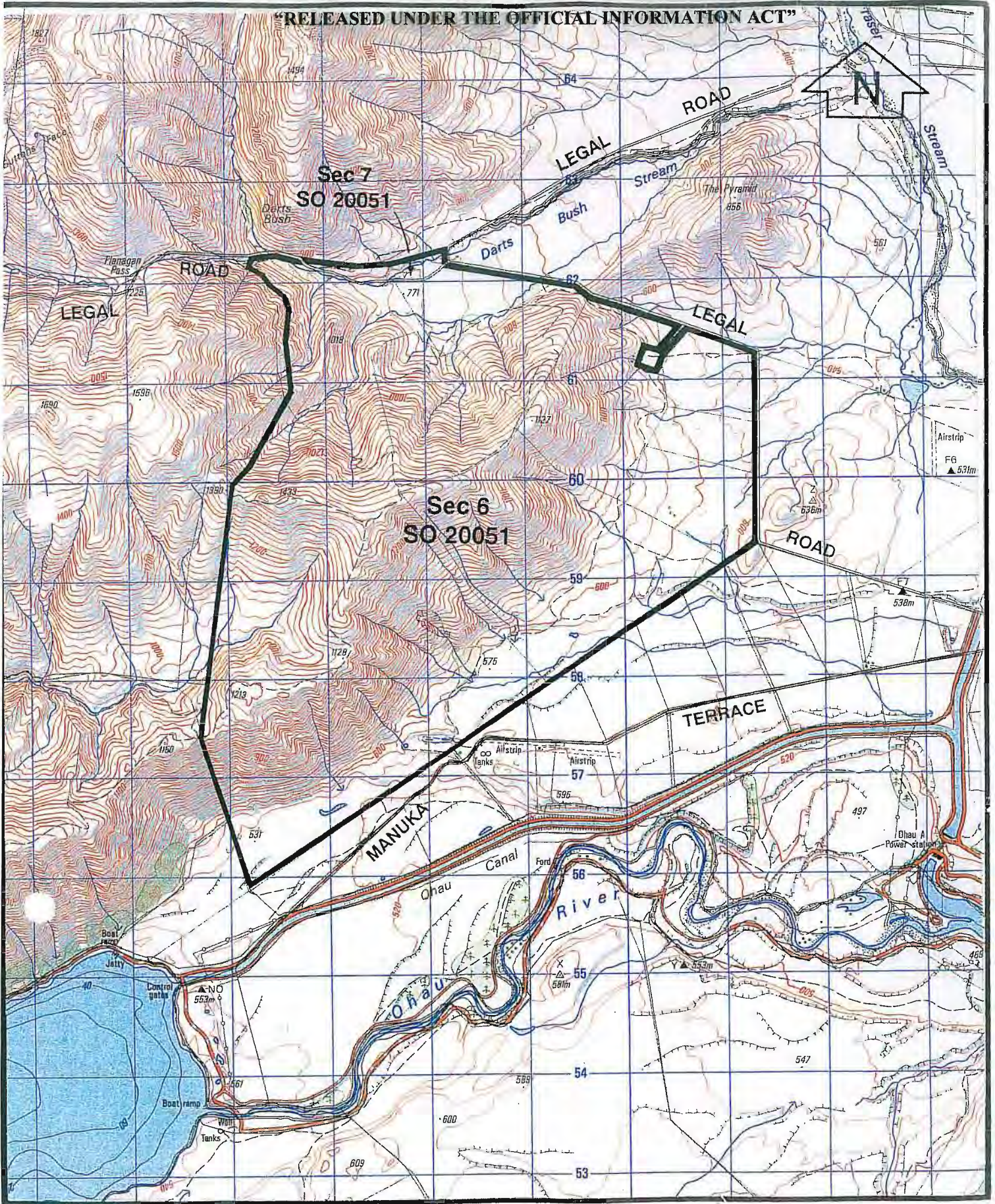
A large, stylized handwritten signature in black ink, appearing to read 'Peter M King', written over a horizontal dotted line.

Peter M King
Crown Accredited Supplier

Date: 22 July 2002

DTZ New Zealand Limited MREINZ, Level 4, 76 Cashel Street, Christchurch, PO Box 142, Christchurch, New Zealand
Telephone +64 3 379 9787 Fax +64 3 379 8440 Email christchurch@dtz.co.nz Website www.dtz.co.nz

DTZ New Zealand is within the DTZ Debenham Tie Leung group of companies. This group is in international alliance with AEW Capital Management and the Staubach Company in USA. Globally DTZ has over 6,500 staff in 33 countries and 125 offices.

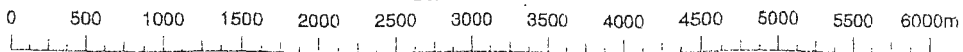


EXCLUDES ALL LEGAL ROADS AND MARGINAL STRIPS (IF ANY)

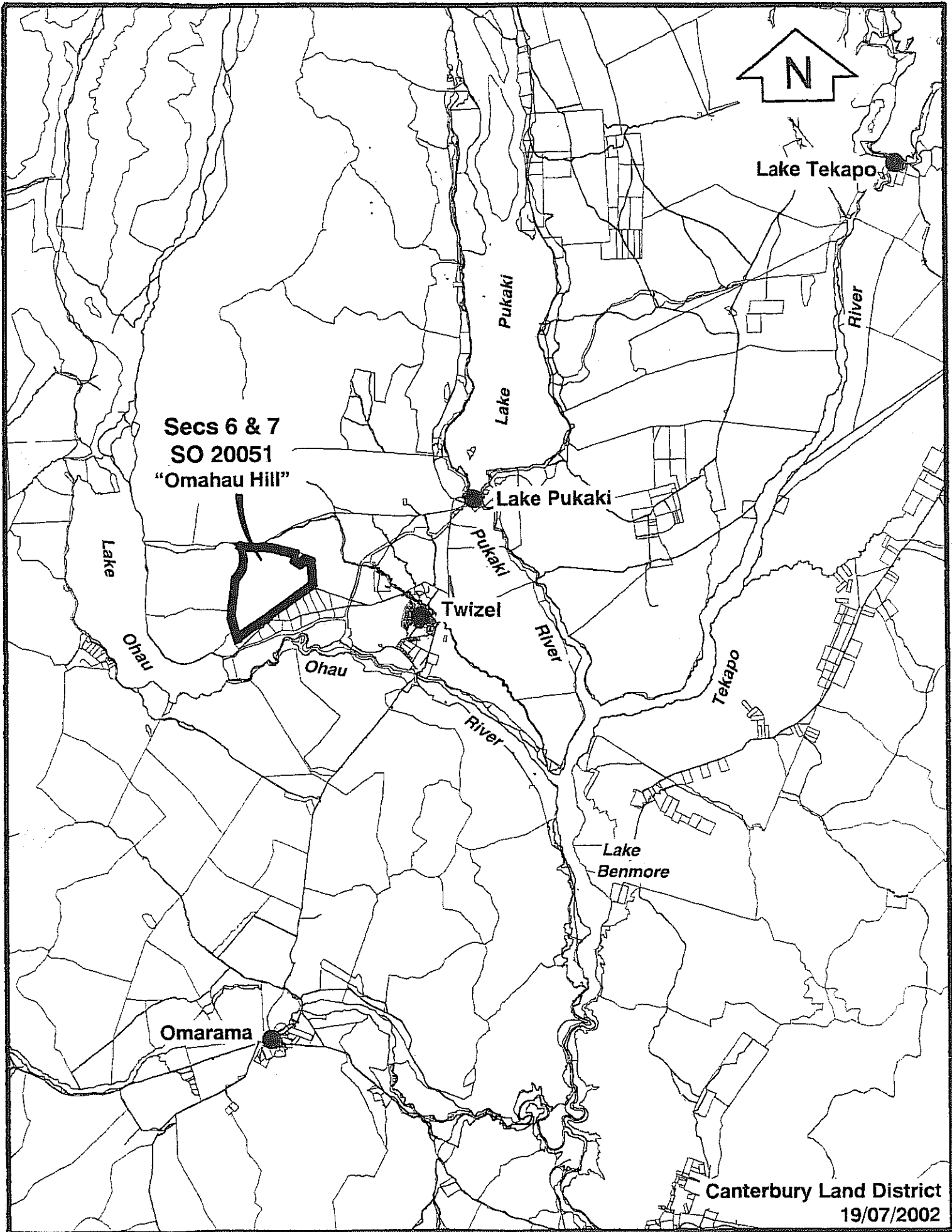
Version	1	2	3	4	5
Canterbury Land District					Sheet 1 of 1
NZMS 260 H38					Date 19/07/2002

OMAHAU HILL (Sections 6 & 7 SO 20051)

Scale 1:50000



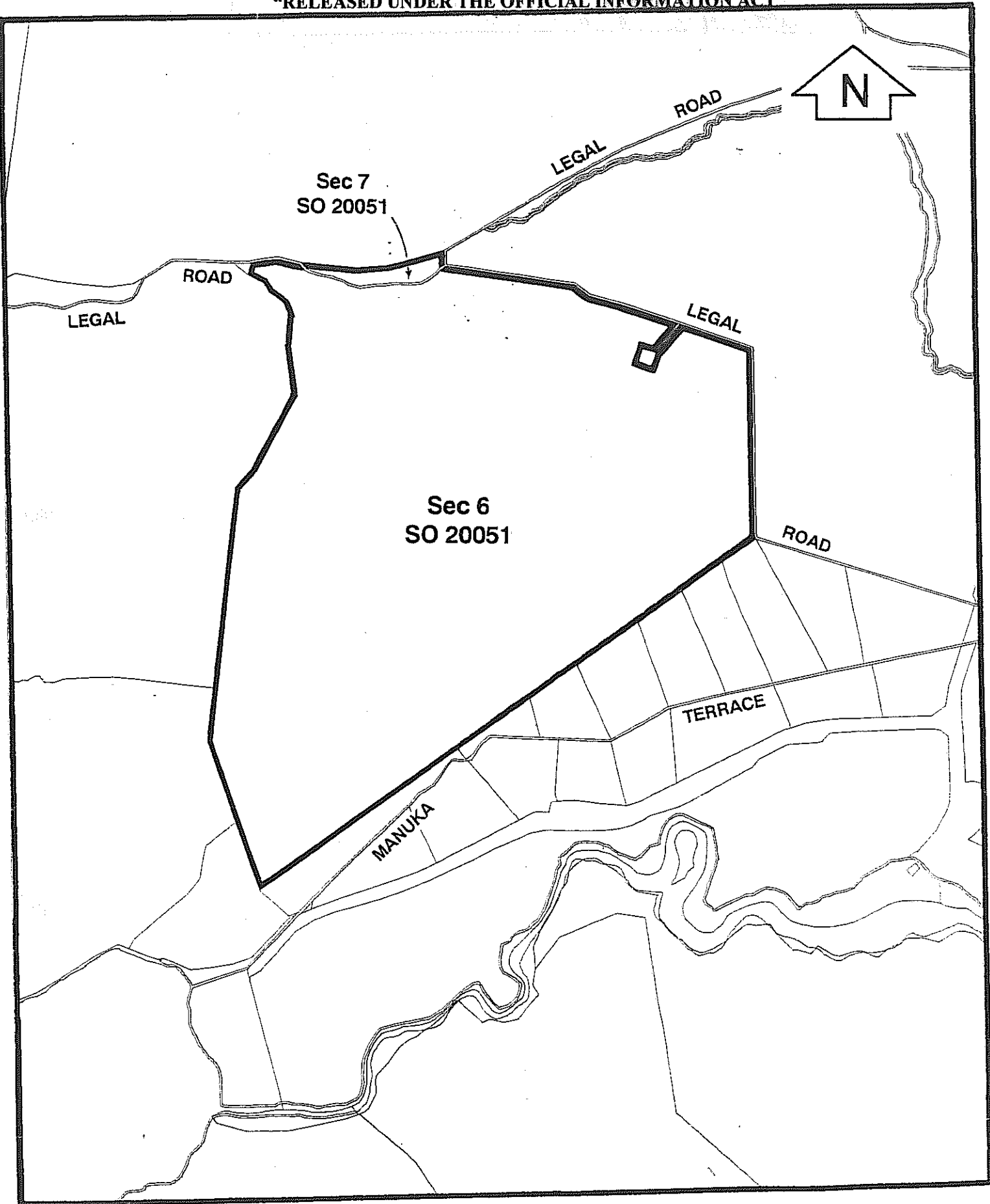
LOCATION PLAN



LOCATION PLAN

Scale 1:300000

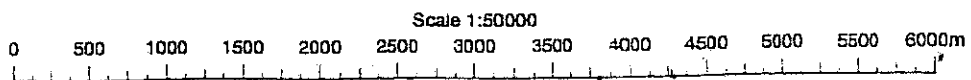
0 5000 10000 15000 20000 25000 30000 35000 40000m



**EXCLUDES ALL LEGAL ROADS
AND MARGINAL STRIPS (IF ANY)**

Version	1	2	3	4	5
Canterbury Land District NZMS 260 H38				Sheet 1 of 1 Date 19/07/2002	

OMAHAU HILL (Sections 6 & 7 SO 20051)



"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

DEEDS/TITLES/DOCUMENTS



COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952



R. W. Muir
Registrar-General
of Land

Historical Search Copy

Identifier **CB47C/172**
Land Registration District **Canterbury**
Date Registered 14 February 2000 09:00 am

Prior References
CB529/231

Type	Area	Term
Lease under s83 Land Act 1948	2298.8000 hectares more or less	33 years commencing on the 1st day of July 1995 and expiring on 30.6.2028

Legal Description Section 6-7 Survey Office Plan 20051

Original Proprietors
Michael James Lindsay and Elaine Joy Lindsay

Interests

Subject to Section 241 (2) Resource Management Act 1991 by The Mackenzie District Council (see DP 20051)

- 734590 Compensation Certificate pursuant to Section 17 Public Works Act 1948 - 5.4.1968 at 1.30 pm
- 795515 Compensation Certificate pursuant to Section 17 Public Works Act 1948 - 7.5.1970 at 9.15 am
- 802568 Compensation Certificate pursuant to Section 17 Public Works Act 1948 - 15.7.1970 at 2.25 pm
- ✓ 463781.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 24.11.1983 at 9.01 am
- 808647.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 7.6.1989 at 11.25 am
- ✓ 990830.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 29.4.1992 at 11.41 am
- A457887.3 Mortgage to Aorangi Securities Limited - 12.5.2000 at 9.00 am

NOT REGISTERED UNDER THE LAND TRANSFER ACT REGISTERED UNDER SECTION 83 LAND ACT 1948

REGISTER

Issued in Lieu of Lease

Entered in the Register-book, the

NEW ZEALAND

Former Ref: Vol:529 fol. 231

LINZ Ref. No. P92
A445612



No. 47C/172

Pastoral Lease under the Land Act 1948 and the Crown Pastoral Land Act 1998

This Deed, made the first day of January 2000 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and ALLAN JAMES HUBBARD of Timaru, Chartered Accountant, and ROSEANN MARY WALLS, of Twizel, Married Woman, (hereinafter referred to as "the Lessee") of the other part:

WITNESSETH that the Lease P92 having been subdivided this lease is issued in substitution thereof pursuant to Section 93 Land Act 1948;

FURTHER 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 2298.8000 hectares more or less, situated in the Land District of Canterbury, and being Sections 6 and 7 on Survey Office Plan 20051 as the same is more particularly delineated with bold black lines on the plan hereon; together with the rights, easements, and appurtenances thereto belonging;

TO HOLD the said premises intended to be hereby demised unto the Lessee for the residue of the term of 33 years, commencing on the 1st day of July 1995 and expiring on the 1st of January 2029;

YIELDING and paying therefor for the first 11 years of the said term unto the Commissioner of Crown Lands at Wellington the annual rent of \$750.00 (exclusive of GST) 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 period of 11 years, and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 8 of the Crown Pastoral Land Act 1998;

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pastoral land under Part IV of the Land Act 1948 and Part 1 of the Crown Pastoral Land Act 1998, and the provisions of the said Acts or any substitution thereof, 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;

SAVE as hereby expressly varied the terms and conditions, covenants, and restrictions of this lease are the same as those contained or implied in Pastoral Lease P92 registered as Vol 529 folio 231 Canterbury Registry;

THAT clause 13 of the lease shall be amended by substituting "...3520 sheep..." with "...1500 sheep..." and by deleting "...which number shall include not more than 1320 breeding ewes...".

SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN

Nil

No. 47C/172

IN WITNESS whereof ROBERT WILLIAM LYSAGHT acting under a delegation signed 19 August 1999 by the Commissioner of Crown Lands, has hereunto set his hand, and these presents have also been signed by the said Lessee.

Signed by the said ROBERT WILLIAM LYSAGHT)
on behalf of the Lessor, in the presence of -)

Witness: *GK Webley*)

Occupation: GRANT KASPER WEBLEY)
CONTRACT MANAGER)

Address: C/- LINZ, CHRISTCHURCH)

R.W. Lysaght
Delegate of the Commissioner
of Crown Lands

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

Witness: *P. Hutt*)

Occupation: Solicitor)

Address: Lincoln)

PETER WILLIAM HUTT
Solicitor
Timaru

A. James Hubbard
ALLAN JAMES HUBBARD

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

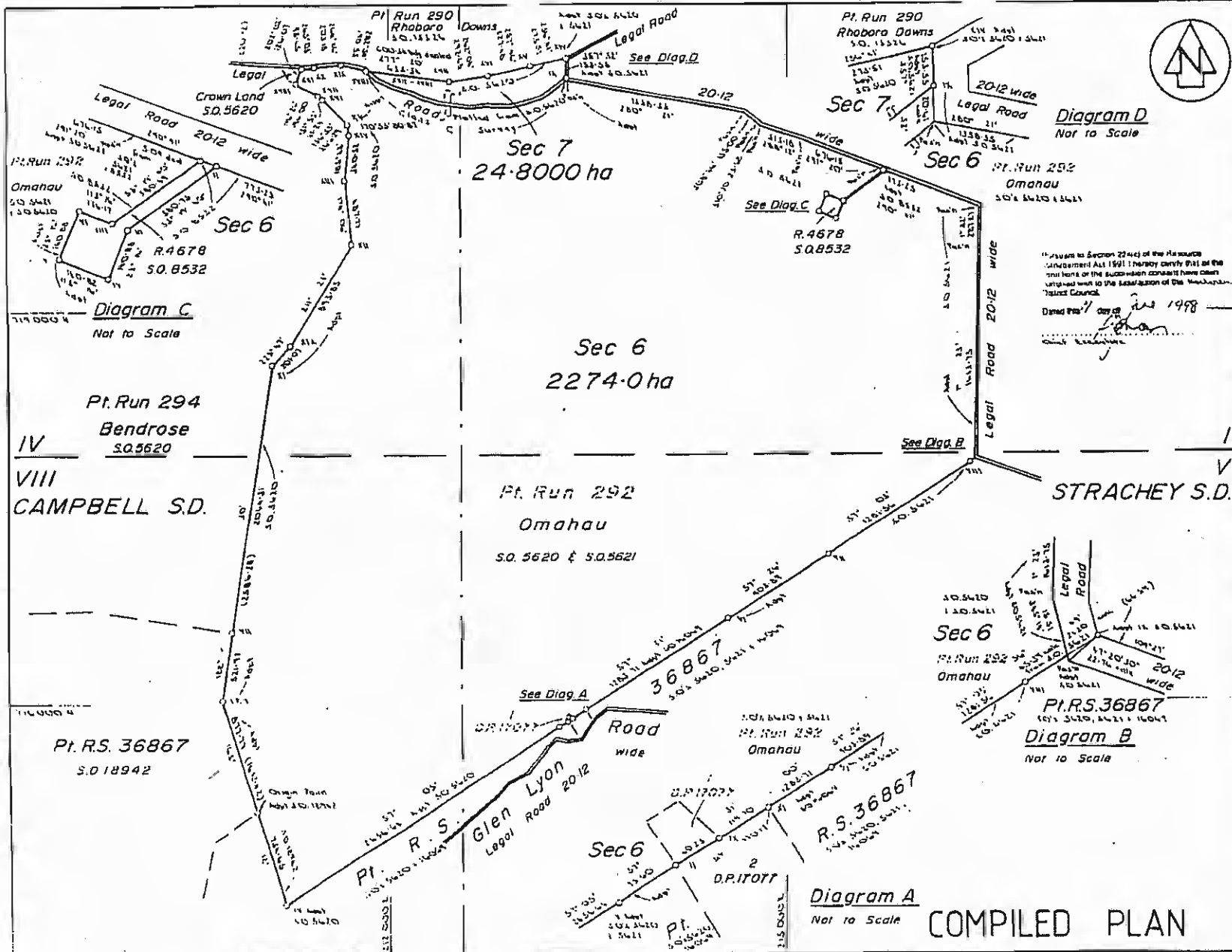
Witness: *P. Hutt*)

Occupation: Solicitor)

Address: Lincoln)

PETER WILLIAM HUTT
Solicitor
Timaru

R. Mary Walls
ROSEANN MARY WALLS



Approvals **Approved**
 b.s. [Signature]
 T.M. [Signature]
 Commissioner of Crown Lands
 Registered Owners

Approved pursuant to Section 273 of the Resource Management Act 1991 on the 17th day of June 1998 subject to the amalgamation condition(s) set out hereon.
 The Common Seal of the Mackenzie District Council is Affixed Herein in the presence of:
 Clerk [Signature]
 District Council

Amalgamation Condition
 That Sections 6 & 7 be held together as one Certificate of Title No. S.O. 2298/000

Certificate of Title Allocated
 Sec 6 }
 Sec 7 }

Notes:
 There are no Sections 1-5 on this plan.
 BEARING DATUM Geodesic
 CO-ORDINATE DATUM Geodesic
 TIMARU CIRCUIT CO-ORDINATES
 CIRCUIT ORIGIN: MOUNT HORRIBLE 7000000M 5000000M
 ORIGIN POINT 700 000 FROM S.O. 1000/1
TABLE OF CO-ORDINATES
 MARK NORTH EAST
 700 000 50.10000 715 197.25 211 000.22

Total Area **2298.8000 ha**

Comprised in Bal. **C.L. 529/231**

I, **Russell George Finlay**, Registered Surveyor and holder of an annual practicing certificate for who was set as a registered surveyor pursuant to section 25 of the Survey Act 1980 hereby certify that this plan has been made from surveys executed by me or under my direction, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1977 or any regulations made in substitution thereof.
 Dated at Timaru this 15th day of April 1998
 [Signature]

Field Book a. Traverse Book. a. b. c. d. e. f. g. h. i. j. k. l. m. n. o. p. q. r. s. t. u. v. w. x. y. z.
 Reference Plans S.O. 17077, S.O. 5620, 5411, 5421, 5431, 1604, 1892, 1322.
 Examined by [Signature]

Approved as to Survey by [Signature]
 4/5/98 Deputy Chief Surveyor

Deposited this day of 19

Registrar - General of Land
 SO20051

COMPILED PLAN

LAND DISTRICT **Canterbury**
 Survey Blk. & Dist. IV & VIII Campbell, 1 & V Strachey
 NZMS 261 Sheet Record Map No.

Sections 6 & 7 being Subdivision of Lot 1 D.P. 17077 & Pt. Run 292

TERRITORIAL AUTHORITY **Mackenzie District**
 Compiled by **Milward Finlay Lobb**
 Scale 1:1000 Date **February 1998**

This Plan is concurrent with S.O's 20049 & 20050

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

47C/172

Subject to Section 241(2) Resource Management Act 1991
by The Mackenzie District Council (affects SO Plan 20051)

734590 Compensation Certificate pursuant to Section 17
Public Works Act 1948 - 5.4.1968 at 1.30

795515 Compensation Certificate pursuant to Section 17
Public Works Act 1948 - 7.5.1970 at 9.15

802568 Compensation Certificate pursuant to Section 17
Public Works Act 1948 - 15.7.1970 at 2.25

206493.2 Mortgage to Allan James Hubbard and Roseann
Mary Walls as surviving executrix of the estate of Allan James
Hubbard on 12.11.1978 at 12.19 and varied 7.7.1980 at 9.21 and 16.3.1981 at 9.47 and 19.4.1982
at 9.36

DISCHARGED
10 APR 1981
for RGL

463781.1 Compensation Certificate pursuant to Section 19
Public Works Act 1981 - 24.11.1983 at 9.01

808647.1 Compensation Certificate pursuant to Section 19
Public Works Act 1981 - 7.6.1989 at 11.25

990830.1 Land Improvement Agreement under Section
30A Soil Conservation and Rivers Control Act 1941
- 29.4.1992 at 11.41

A171549.5 Mortgage to Trust Trustees Nominees Limited
- 5.5.1995 at 1.15

DISCHARGED
10 APR 1995
for RGL

For RGL

A457887.1 Variation of term to expire on
30.6.2028

A457887.2 Transfer to Michael James
Lindsay and Elaine Joy Lindsay

A457887.3 Mortgage to Aorangi Securities
Limited

all 12.5.2000 at 9.00

A. Whaitiri
for RGL



CANCELLED

PART - CANCELLED
NEW ZEALAND
TO BE CONVERTED

Not Registered under Land Transfer Act - Registered under Section 83. Land Act, 1948

Entered in the Register-book, Vol. 529 fol. 231

the 13th day of June 1963 at 2.36 o'clock P.M.

Assistant Land Registrar



Pastoral Lease of Pastoral Land under the Land Act, 1948

No. 7552

This Deed, made the first day of June, one thousand nine hundred and sixty-three, between His Majesty the King (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and [Name], of the other part, in the Dominion of New Zealand, is hereby referred to as "the Lease", of the other part, and the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessee doth hereby demise and lease unto the Lessor all that certain pieces or parcels of land containing by admeasurement thirteen thousand one hundred and thirty-three

Gazette Notice 853919 declaring part of the within leasehold estate (8 acres 0 roods 15 perches) is hereby taken for the generation of electricity. (13/1/1972 at 11.25am)

Gazette Notice 853911 declaring part of the within land (8 acres 0 roods 15 perches) is hereby taken apart for the generation of electricity. (13/1/1972 at 11.25am)

FOR DIAGRAM SEE BACK HEREOF

Gazette Notice 860231 taking part of the leasehold estate (15a 2r 33 2p) for generation of electricity together with rights to drains sewerage over parts adjacent thereto. - 17-3-1972 at 9.25oc

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

Subject to the provisions of Section 22 of the Land Act, 1948, the receipt of which sum is hereby acknowledged and thereafter half-yearly instalments of the sum of £150.0.0 (one hundred and fifty pounds) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of £ [] (the receipt of which sum is hereby acknowledged) and thereafter half-yearly instalments of the sum of £ [] ([] pounds [] shillings [] pence) on the 1st day of January and the 1st day of July in each year in the same manner as rent.

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

- 1. THAT the Lessee will fully and punctually pay the rent herebefore reserved at the times and in the manner herebefore named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
- 2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
- 3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, 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, 1923.
- 6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1923.
- 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 Native Land Transfer Act, 1946, burn any tussock, scrub, fern, or grass on the said land to be burned, unless in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
- 12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
- 13. See back hereof.

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

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within thirty feet of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any buildings or improvements.
- (c) THAT upon the expiration by effusion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined by the Commissioner under 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.

524/231

Confirmation Certificate 770772 pursuant to Section 17 Public Works Amendment Act 1948 entered 17-7-1970 at 9:37 am

- (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 give, subject to such conditions as the Commissioner may deem necessary:
 - (a) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (b) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (c) Plough and sow to grass any portion of the said land;
 - (d) Clear any portion of the said land by felling and burning bush or scrub and sow the land as cleared in grass;
 - (e) Suffer any in grass any portion of the said land;

No 770770 Gazette Notice taken out within 1 year for Road - 27.8.1968 (Area 3a 51.79p)

Provided that the Lessee shall, on the termination of the lease, have the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grass 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 winter months shall not, without the prior consent of the Commissioner, exceed sheep on a basis of a count of one for a dry sheep and of one and a half for breeding ewes.

(7) THAT if the Lessee shall have New Zealand or alienate 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 Lessee, then the Land Settlement Board may, subject to the provisions of section 114 of the Land Act, 1914, 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 other breach of any covenant or condition of the lease.

(8) THAT these covenants are intended to take effect as a pastoral lease under the Land Act, 1914, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND HERETO PURCHASED BY THE LESSEE FOR CASH

795515 Compensation Certificate pursuant to Section 17 Public Works Amendment Act 1948 - 7.5.1970 at 9:15 am

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

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

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

Notice B2049 declaring that part Run 292 herein (91-3-12) is taken for electricity works (Upper Waitaki Power Development Scheme) 2/10/1970

on behalf of the Lessee, hath hereunto set his hand... 892553 Compensation Certificate pursuant to Section 17 Public Works Amendment Act 1948 - 15.7.1970 at 2:55 pm

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

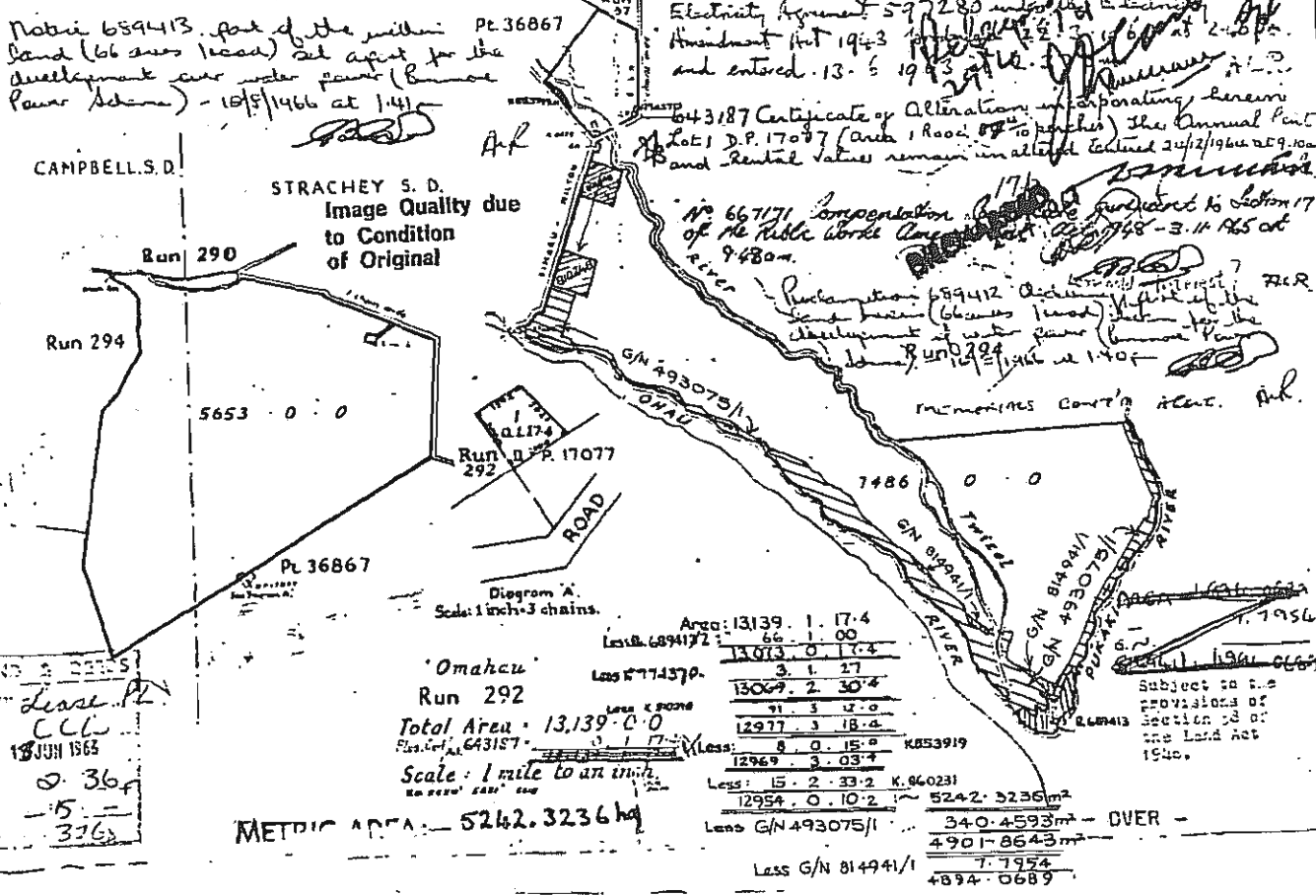
Witness: [Signature] Occupation: [Signature] Address: [Signature]

MEMORIALS COURT ON FEUD

Confirmation Certificate 774590 pursuant to section 17 of the Public Works Act 1948 entered 5.9.1968 at 11.10

13. THAT without derogating from or restricting the covenants contained in clause four hereof and of the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term of years or of the said lease more than 3520 sheep which number shall include not more than 1200 breeding ewes... nevertheless to the right of the seignior to revell or to any other use.

Notari 659413. Part of the western land (66 acres 10 rods) set apart for the development of water power (Bumae Power Scheme) - 10/5/1966 at 1.41



LAND & DEEDS
Least Pt.
C.C.
18 JUN 1965
0.36
15
336

Metric Area: 5242.3236 ha

Argo: 13139.1.17.4	
Less: 6894172: 66.1.00	
13073.0.17.4	
Less: 774570: 3.1.17	
13069.2.30.4	
Less: 91.3.12.0	
12977.3.18.4	
Less: 8.0.15.0	K853919
12969.3.03.4	
Less: 15.2.33.2 K.960231	
12954.0.10.2	
340.4593m² - OVER -	
4901.8643m²	
7.7954	
4894.0689	

529/231

NO. A171549/7 variation of the terms of the
within lease - 5.5.1995 at 1.15pm

M. J. O'Connell
for A.L.R.

Amalgamation Correspondence **A328714.1**

~~Subject to a right to drain sewage over
part herein marked B on SO 18355 and
coloured blue on SO 11669 appurtenant to
Section 1 SO 18355 CT 45A/677 created in
Deed of Easement 45A/687~~

~~Subject to a right to drain sewage in
gross over part herein marked blue on SO
11669 in favour of Her Majesty the Queen
created in Deed of Easement 45A/688~~

all 21.8.1998 at 10.42

[Signature]
for DLR

Subject to a right to drain sewage over
part of the lessors estate herein marked B
on SO 18355 and coloured blue on SO 11669
appurtenant to Section 1 SO 18355 CT
45A/677 created in Deed of Easement
45A/687

Subject to a right to drain sewage in
gross over part of the lessors estate
herein coloured blue on SO 11669 in favour
of the Mackenzie District Council created
in Deed of Easement 45A/688

all produced 21.8.1998 at 10.42 and
entered 14.10.1998 at 9.00

[Signature]
for DLR

Amalgamation Correspondence **A394575.1**

A430367.1 Notice of New Appellation whereby
part of Part Run 292 are now known as
Sections 1, 2, 3, 8 and 9 SO 20049,
Sections 4 and 5 SO 20050, Section 7 SO
20051, and part of Part Run 292 and Lot 1
DP 17077 is now known as Section 6 SO 20051
- 21.10.1999 at 10.54

[Signature]
for RGL

CT 529/231

Gazette Notice 89397/1, declaring a sewage drainage easement taken over parts of Run 292 for the generation of electricity - 15.7.1976 at 11.44 am.

Breene
A.L.R.

Transfer 206493/1 of the one-half share to Helen Campbell Elliot of Lake Pukaki, Married Woman and Allan James Hubbard of Timaru, Chartered Accountant - 8.12.1978 at 12.18 pm.

Mjadder
for A.L.R.

Mortgage 206493/2 of their one-half share Helen Campbell Elliot and Allan James Hubbard to Walter Gilbert Elliot - 8.12.1978 at 12.19 pm.

Mjadder
for A.L.R.

Variation of Mortgage 206493/2 - 7.7.1980 at 9.21 am.

McAlton
for A.L.R.

Variation of Mortgage 206493/2 - 26-3-1981 at 9.47a.m.

Mortgage 334543/1 to the Rural Banking and Finance Corporation - 10.07.1981 at 10.07 a.m.

W. Queen
for A.L.R.
W. Queen
for A.L.R.

No. 345250/1 Memorandum of Priority making Mortgages 334543/1 and 206493/2 first and second Mortgages respectively - 16-9-1981 at 10.59a.m.

Wells
for A.L.R.

Variation of Mortgage 206493/2 - 19.4.1982 at 9.36 am.

W. Wainman
for A.L.R.

Transfer 394637/1 to Helen Campbell Elliot of Lake Pukaki, Married Woman and Allan James Hubbard of Timaru, Chartered Accountant 3.8.1982 at 10.20 am.

Wainman
for A.L.R.

No. 463781/1 Compensation Certificate pursuant to Section 19 of the Public Works Act 1981 - 24.11.1983 at 9.01 a.m.

Wells
for A.L.R.

No. 493075/1 Gazette Notice declaring part of the leasehold estate (340.4593 hectares) acquired for the generation of electricity and shall vest in Her Majesty the Queen - 14.6.1984 at 11.28 a.m.

Wells
A.L.R.

Variation of Mortgage 334543/1 - 30.10.1984 at 11.07 a.m.

E. Jones

Transfer 538965/1 to Helen Campbell Elliot, Allan James Hubbard both abovenamed and Roseann Mary Walls of Lake Pukaki, Married Woman - 3.4.1985 at 11.01 a.m.

E. Jones
for A.L.R.

No. 808647/1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 7.6.1989 at 11.25am

E. Jones
for A.L.R.

No. 814941/1 Gazette Notice declaring part of the leasehold estate (7.7954 hectares) to be acquired for the generation of electricity and shall vest in the Crown on 29.6.1989 - 10.7.1989 at 11.53am.

C. Shannon
for A.L.R.

No. 990830/1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 29.4.1992 at 11.41am

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

No. A171549/1 Conservation Covenant pursuant to Section 77 Reserves Act 1977 - 5.5.1995 at 1.15pm

W. Wainman
for A.L.R.

Transmission A171549/3 to Allan James Hubbard of Timaru, Chartered Accountant and Roseann Mary Walls of Lake Pukaki; Married Woman, as survivors - 5.5.1995 at 1.15pm

W. Wainman
for A.L.R.

Transmission A171549/4 of Mortgage 206493/2 to Allan James Hubbard and Roseann Mary Walls, as surviving executors - 5.5.1995 at 1.15pm

W. Wainman
for A.L.R.

Mortgage A171549/5 to Tripp Rolleston Nominees Limited - 5.5.1995 at 1.15pm

W. Wainman
for A.L.R.

No. A171549/6 extending the terms of the within lease for 33 years commencing on 1.7.1995 and increasing the annual rental - 5.5.1995 at 1.15pm

W. Wainman
for A.L.R.

529/231

A445612.1 Pastoral Lease 47C/170 issued for Sections 1, 2,
3, 8 and 9 SO Plan 20049 and part Run# 292 (as shown on
SO 20049)

A445612.1 Pastoral Lease 47C/171 issued for Sections 4
and 5 SO Plan 20050

A445612.1 Pastoral Lease 47C/172 issued for Sections 6
and 7 SO Plan 20051

all 14.2.2000 at 9.00


For RGL

CANCELLED
DUPLICATE DESTROYED

