

Crown Pastoral Land Tenure Review

Lease name : RATA PEAKS

Lease number : PT 070

Due Diligence Report (including Status Report) - Part 2

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

DOC Consultation



Department of Conservation
Te Papa Atawhai

Our ref: PAR 019, PTR 075 PTR 192, PTR 070

15 October 2001

Don McGregor
McGregor Property Services
6 Cumberland Place
Kaiapoi

Dear Don

PASTORAL LEASE STATUS CHECK - HUNTER HILLS, WAITANGI, AND RATA PEAKS

I refer to your letter of 20 September 2001.

I have checked the Department of Conservation's land records. With the exception of Waitangi, the only areas of public conservation estate within the boundaries are potential marginal strips. I have commented on these below. With Waitangi, there is an uncompleted surrender within the boundary shown on your plan, and I comment on this below: Conservation Estate does adjoin all the properties and is listed below:

RATA PEAKS:

J36/8 - Rata Peaks retirement area. This is land that has been surrendered from the lease, but hasn't yet been formally declared to be part of the public conservation estate.
J36/37 - Rangitata River Marginal Strip - this is a very old area reserved from sale pursuant to Section 122 Land Act 1908. Held pursuant to Part IVA of the Conservation Act 1987.

As both these areas sit outside the pastoral lease boundary, I have not made any enquiries regarding any concessions.

HUNTER HILLS.

J39/134 - Hunter Hills Conservation Area - this land is held as Stewardship land under the Conservation Act 1987.

As this area sits outside the pastoral lease boundary, I have not made any enquiries regarding any concessions.

WAITANGI

I39/18 & 19 - Kirkliston Retirement Area and Blackforest Retirement Area - This is land that is in the process of being surrendered from the relevant pastoral leases, but hasn't yet been formally declared to be part of the public conservation estate.

I39/004 - Kirkliston Range Conservation Area - this land is held under Section 62 of the Conservation Act 1987 (deemed to be Stewardship land).

I39020 - Waitangi Retirement Area - This land shows as still being part of the Pastoral Lease, but is in our system as under investigation for addition to the public conservation estate. Our file records indicate that there is an agreement in place to surrender the land from the lease, but the implementation is some way off. The land has not been surveyed. I would suggest you investigate the details of this surrender on the Pastoral Lease file.

As I39/20, I39/18, and I39/19 are not formally part of the conservation estate, there will be no concessions issued over them. With the Kirkliston Range area, there are concessions over at least part of this land, but as it sits outside the Waitangi boundary I've not made detailed enquiries.

With respect to marginal strips, Rata Peaks was renewed on 1 July 1990, so will be subject to Part IVA of the Conservation Act 1987. I can see no memorial on the title, and the only notation on Terraview is the old Section 122 marginal strip along the Rangitata.

Hunter Hills was renewed in 1992, and as with Rata Peaks will be subject to Part IVA of the Conservation Act 1987. I can see no memorial on the title, and no marginal strips are shown on Terraview.

Waitangi was also renewed on 1 July 1990 and as with Rata Peaks will be subject to Part IVA of the Conservation Act 1987. I can see no memorial on the title, and no marginal strips are shown on Terraview.

It is practically impossible to identify with any certainty whether a marginal strip is in place if it is not shown on a survey plan. Some marginal strips are shown on the DOC allocation maps, and others are not. If there is no marginal strip shown on our allocation records, I have not identified them.

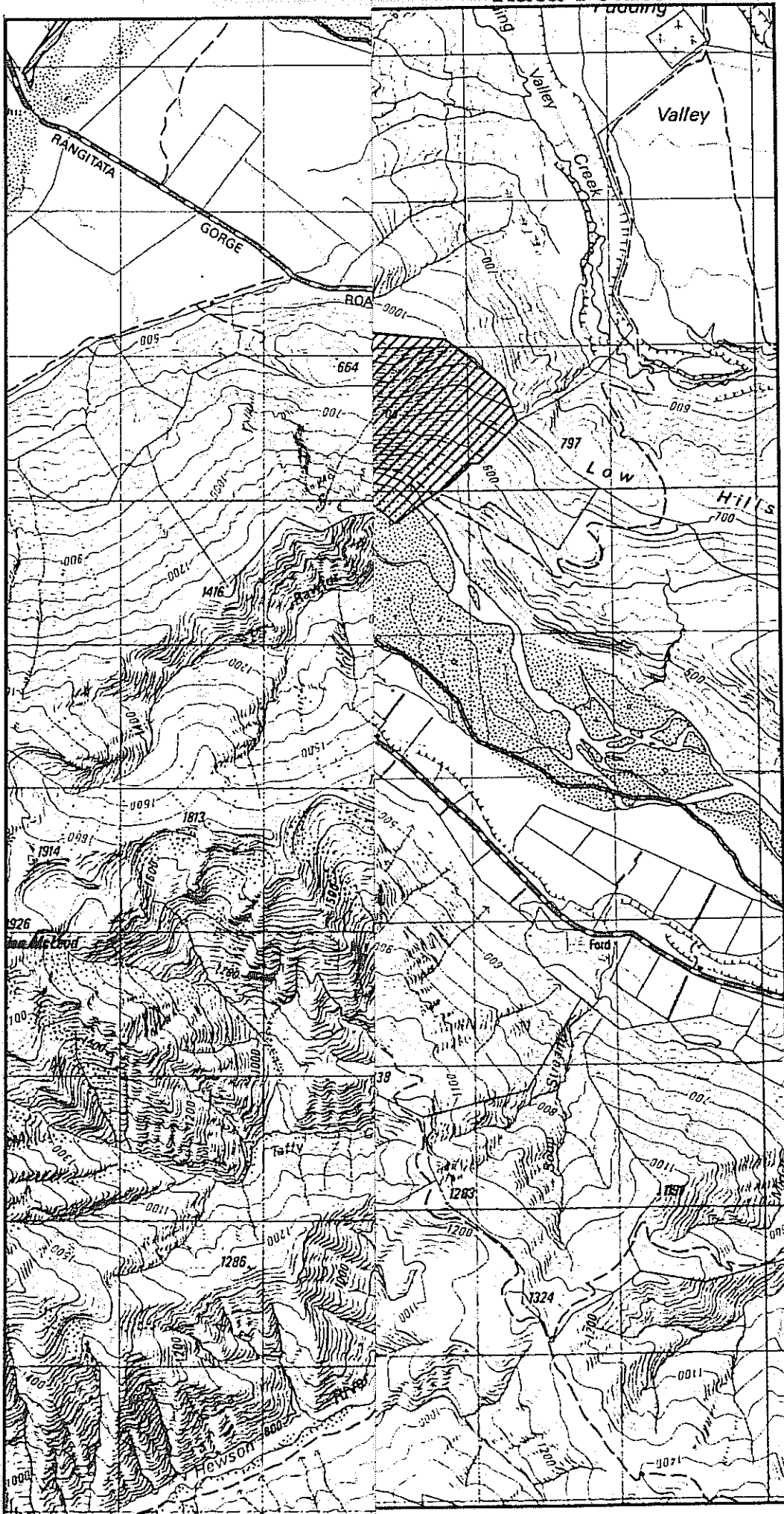
If there are any marginal strips in existence, there will be no concessions granted over them, save for a small number of generic concessions covering the majority of the public conservation land in the conservancy.

As usual maps of the leases are enclosed showing the surrounding public conservation land.

Yours faithfully

Robert Cant
Statutory Land Management Officer (Community Relations)
For Conservator, Canterbury
Email: Rcant@doc.govt.nz

Rata Peaks



Information supporting Mineral investigation

RATA PEAKS PASTORAL LEASE

1) PASTORAL LEASE INDEX

Run 302 – Geraldine County - Area 6648 acres (CL 509/84)

Lessee :A.E. Allan.


[formerly described as Pt RS 36722 – SGR 272 (CL442/35) and before that Run 98]

Always UCL.

See extract from file regards Tenure history since 1912.

2) PASTORAL SURVEY INDEX

Run 302 SO's 4940, 6767, 10781, 11388 – Current to 1987


D. McGregor
Accredited Supplier
15/01/2002

CHARLES JAMES KERR of PEEL FOREST.

Small Grazing Run Lease 21 years from 1/3/36.

R.S.36722 (Run 98) Blks II, III, V, VI, Mt. Peel S.D.
6648 acres 1 rood 08.3 perches.

CAPITAL VALUE OF LEASE - £6200 ANNUAL RENT - £310 5%

Rent to 30/6/37 - £927. 2. 0

REMISSIONS - Nil on new lease

TRADING ACCOUNT SURPLUS 1936/37 - £970 (one year's rent paid)

MORTGAGES

(1) Perpetual Trustees of N.Z. - £5000

Owes Bank of N.Z. approximately £5700 on security over Stock and Plant.

ROLL VALUATION 1936. Improvements £3065 (includes clearing £370 and pasture £295.)

Unimproved £5780

Capital Val. £8845 (Planting £80)

IMPROVEMENTS INCLUDED IN CAPITAL VALUE OF LEASE

1/2 value	-	404 chains bdy. fencing on PR.241	£154. 5. 0
1/2 "	-	319 chains " " (on R.S.36723 to tin hut	£60. 8. 0
		60 chains subdiv. "	42.15. 0
		207 " boundary tin hut to PR.241	<u>161.15. 0</u>
		<u>990</u>	<u>£419. 3. 0</u>

Formerly S.G.R.126. The lease was selected by James Parr at ballot 25/3/12 for a term of 21 years from 1/3/13, at an annual rent of £375. The area was 6653 acres. James Parr died in 1916, the lease being transmitted to his wife who in September, 1919, transferred to F.M. Robinson for £5000. On 20/10/26, the Land Board approved transfer to Charles James Kerr for £7000 (stock and plant a further £8000). Kerr had £6000 and for balance vendor took first mortgage which was reduced to £5000 in 1927 and subsequently assigned to Perpetual Trustees.

In September, 1932, the Land Board offered an extension of the lease for a term of 2 years from the date of expiry of existing lease under the same conditions. Kerr accepted extensions for 2 years from 1/3/34 at the existing rental. In November, 1934, 4 acres 2 roods 31.7 perches of the SGR. were surrendered and sold to Miss M. Woolly for £15 thereby reducing the area to 6648 ac. 1 rood 08.3 perches. Renewal was offered at £375 per annum (5%) but was refused. The arbitrator awarded an annual rent of £310 per annum and lease renewed 21 years from 1/3/36 at this figure.

STATEMENTS ATTACHED

Description at selection 1912. About 4900 acres of fairly well grassed tussock hills and about 1753 acres of tussock and swampy flats along Rangitata River, which where not swampy, are ploughable, and the swampy portions carrying good cattle feed.

CHECKED

P.

[Handwritten signature]

28/1/57

NEW ZEALAND.



(Lands Form R. 4.
Register Book.

Vol. 442 Fol. 35

442/035

REVISION

Renewal of Volume 27A folio 107.

No. 272.

LEASE OF SMALL GRAZING-RUN.

Under the Land Act, 1924.

This Lease,

dated the Ninth day of October, 1935, between His Majesty the King (who, with his heirs, and successors, is and are herein referred to as "the lessor"), of the one part, and CHARLES JAMES KERR the Younger

of Rata Peaks, Peel Forest, in the Land District of Canterbury sheepfarmer (who,

with his executors, administrators, and assigns, is hereinafter referred to as "the lessee")

of the other part, witnesseth that, in consideration of the rents, covenants, conditions, and agreements hereinafter reserved, 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 area of land containing

by estimation Six thousand six hundred and forty eight (6648) acres one (1) rood eight decimal three (08.3) perches Part more or less, and being Rural Section 36722 Blocks II, III, V, and VI, Mt Peel Survey District, in the Land District of Canterbury

in the Dominion of New Zealand, as the said land is delineated on the plan in the Lands and Survey Office at Christchurch, and also on the

plan drawn in the margin hereof and bordered red; together with all rights, easements,

and appurtenances to the said land belonging or appertaining: To hold the same as a small grazing-run for pastoral purposes unto the lessee for the term of twenty-one years, computed from the first day of March, 1936, subject, however, to the covenants contained and expressed in sections eighty-four and eighty-five of the Property Law Act, 1908, in relation to the payment of rent and the power of distress, and subject also to the several provisions and stipulations set forth in section two hundred and thirty of the Land Act, 1924 (hereinafter called "the said Act"), and to all the provisions of Part V of the said Act relating to small grazing-runs, and to all other the provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee - in respect of the land and premises hereby demised, or the rights and powers of the lessor, or any person or authority in his behalf, in relation to the said land and premises, and whether arising under the said Act, or these presents, or otherwise howsoever: Fencing and paying therefor

unto the lessor, during the continuance of such term, the annual rent of Three hundred and ten pounds (£310: 0: 0),

by equal half-yearly payments in advance, on the first day of March and the first day of September in each year, clear of all rates, taxes, and deductions whatsoever. The first of such payments having been made to the Receiver of Land Revenue at Christchurch on behalf of the lessor, the

next to become due and be made on the first day of September 1936 next in the

manner required by the said Act. And the lessee doth hereby, for his heirs,

executors, administrators, and assigns, covenant with the lessor that he, the lessee, shall and

will pay the yearly rent of Three hundred and ten pounds

(£310: 0: 0), hereinafter reserved, at the times and in manner aforesaid, and will, in relation

to the premises hereby demised, perform, observe, and keep the several covenants and conditions herein contained or implied, and on the lessee's part to be performed, observed, and kept respectively; and will in all respects abide by and conform to the provisions of the said Act relative to small grazing-runs, and also abide by and conform to all other provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised.

Improvements the property of the lessor and included in the rental value of this lease comprise the rental value of this lease comprise

In witness whereof the Commissioner of Crown Lands for the Land District of Canterbury (in pursuance of the authority vested in him by the said Act), for and on behalf of the lessor, and the lessee, have hereunto set their hands.

Signed by JAMES FRANCIS SUDG

the Commissioner of Crown Lands for the Land District of Canterbury on behalf of the lessor, in the presence of

Witness: C. J. Kerr
Occupation: Clerk Lands Office
Address: Christchurch

Signed by the said

CHARLES JAMES KERR the Younger

In the presence of—

Witness:

Occupation:

Address:

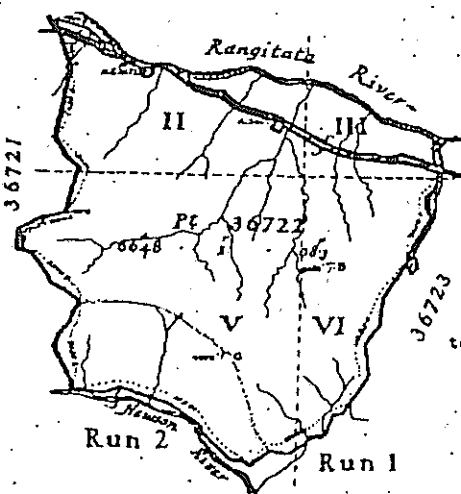
Commissioner of Crown Lands

Image Quality due to Condition of Original

Charles Kerr

Francis Marsh
Postmistress
Peel Forest

Full value 404 chains boundary fencing on P.H. 241
Full value 319 chains boundary fencing on H.S. 36723 to tin but
Full value 60 chains subdivisional fencing
Full value 207 chains boundary tin but to P.H. 241



Scale: 80 chains to an inch.

In addition to the payment of rent hereby reserved the Lessee covenants that he will pay to the Lessor on demand the sum of £1082. 1. 6 being rent arrears outstanding on S.G.R. Lease No. 126 which lease has not expired.

442/035

442185
Mortgage 154218 produced 27th September 1926 at 3:00 p.m.
Charles James Kerr the Younger
Mortgagee
Mortgagor
Approved
H. 272.

Correct for the purposes of the Land Transfer Act.

Chas. Kerr

Mortgage 164250 of Mortgage 154218 produced
15th August 1928 at 3:30 p.m.
Mortgagee
Mortgagor
Approved
H. 272.
Dated 9th October 1935.

Variation of the term of Mortgage 154218
produced 24th October 1931 at 2:45 p.m.
Approved
H. 272.
His Majesty the King
to
CHARLES JAMES KERR the Younger

K 11792 produced the 23 day of
September 1938 at 9:30 a.m.
Part Rural Section
Of Block No. 36722, Blocks II, III, V,
and VI, Mt Peel Survey District
Land District of Canterbury
Under the Land Act, 1924.
LEASE
within Lease and Mortgage
154218 and 164250
R. W. Newstead
J. R.

K 12721 produced the 30 day of
January 1939 at 9:30 a.m.
Adjustment of the Mortgage and Lease
under the Mortgage and Lease
154218 in the Mortgage
of the Estate and Property
of R. W. Newstead Limited
Mortgagee
Mortgagor
Approved
H. 272.
Entered at 11 o'clock on the 2 day
of APR 1935
19

K 13842 produced 18th February
1941 at 11:20 a.m. Certificate by the
Commissioner of Crown Lands, as from the 1st January
1941 the value of the land herein has been reduced
to £4500 and the annual rental reduced to £225-0-0.
R. W. Newstead
J. R.
CANTERBURY.

Transfer 279951 produced 3 October 1947 at 11:10 a.m.
Charles James Kerr to Alexander Edgar Allan of Peel
Forest Farmer
R. W. Newstead
J. R.

Mortgage 231176 produced 3 October 1947 at 11:45 a.m.
to Alexander Edgar Allan to the State Advances
Corporation of New Zealand
R. W. Newstead
J. R.

General Land 529184 number 227757

R. W. Newstead
J. R.

Handwritten notes and signatures at the bottom of the page, including the number 36 and other illegible scribbles.

442/053



"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

LAND SETTLEMENT BOARD

RENEWAL OF SMALL GRAZING RUN LEASE

FILES: H.O. 26/24996
D.O. SGR.272

CASE No. **4788**

CANTERBURY LAND DISTRICT.

LESSEE: A.E. ALLAN

DESCRIPTION: Part R.S. 36722, Blocks II, III, V and VI, Mt Peel S.D.
Area: 6648 acres 1 rood 08.3 perches.

NAME OF RUN: Rata Peaks.

LOCATION: On fair metal road, 36 miles north-west of Geraldine.

PARTICULARS OF LICENCE:
Tenure: Small Grazing Run Lease
Term: 21 years from 1.3.36
Expires: 28.2.57
Rental value: £4,500 } Reduced from £6,200 and
Annual rent: £225 } £310 from 1.1.41 - revaluation)

Acquired by transfer in 1947 - consideration £3,500.

<u>CROWN'S IMPTS:</u>	<u>Fencing</u>	<u>Value in Lease</u>	<u>Apportnt to Lessee</u>	<u>To Crown</u>
	Half value -			
	404 chs with P.R. 241	£154 5 .		
	92 chs @ 15/-		-	£34
	128 chs @ 25/-		£32	48
	110 chs @ 35/-		55	41
	330		87	123
	Half value 319 chs with R.S. 36723	60 8 .		
	219 chs. @ 25/-		77	60
	Full value 207 chs @ 15/-	161 15 .		155
	" " 60 " @ 5/-	42 15 .		15
		£419 3 .	£164	£353

100% of 100% of 100%

As far as the Crown improvements are concerned, the Field Officer reports that the boundary fence with P.R. 241 has a total length of 404 chains but a portion of this does not appear to be a Crown fence and therefore an assessment for 330 chains only has been made conforming with that shown on the Sale Plan. The 207 chains boundary fence appears to be in error and in actual fact is a subdivisional fence running from the Tin Hut to the boundary of P.R. 241. The 319 chains boundary is also incorrect and can only be defined as 219 chains.

GENERAL DESCRIPTION:

1200 acres varying southerly - balance varying north-easterly. Approx. 1100 acres flat and easy downs, part swampy, balance steep to very steep hill country broken by steep gullies. Estimate 500 acres could be ploughed after draining. Slight natural erosion only; Rangitata River is a threat to river flats. Slight snow risk. Good balance summer and winter country.

- 17 acres turnips
- 15 acres chou and swedes
- 14 acres ryecorn
- 28 acres 1 & 2 yr grass - cocksfoot and clover
- 25 acres fallow
- 71 acres old pasture - browntop, etc.
- 170 acres

Estimate 2500 acres hard and silver tussock and grasses - fair cover.

3978 acres predominantly snowgrass with some blue & hard tussock and fair proportion of cotton plant.

6648 acres

NOXIOUS WEEDS AND PESTS:

Few rabbits or deer. In Rabbit Board district. No noxious weeds.

OTHER LAND:

Nil

BOUNDARY ADJUSTMENTS:

None required for regrouping and no part required for National Park purposes.

CHANGE OF TENURE:

The country is purely pastoral and in the opinion of the Field Officer and the Pastoral Lands Officer should be held on Pastoral Lease. The lessee is familiar with the terms of the Pastoral Lease and is agreeable to accepting one on renewal.

CARRYING CAPACITY:

Stock actually wintered over past 5 seasons:

	Ewes		Other Sheep		Rams	Total
	2-tooth	Other	Wethers	Hoggets		
1951	460	1356	90	550	40	2496
1952	Not available		-	-	-	-
1953	390	1270	300	500	40	2500
1954	Figures not available		-	-	-	-
1955	432	1595	127	450	50	2654

(7 wether hoggets)

Actual Production over past 5 seasons:
(Quantities only)

	<u>Shearing Tally</u>	<u>Wool (lbs)</u>	<u>Death Rate %</u>	<u>No. Lambs Marked & %</u>	
1950/51	Not	21481		- = - %	Average 75-80%
1951/52	avail-	19366		- = 84%	
1952/53	able	19108	5% av.	1321 = 81%	
1953/54		18673		1206 = 72%	
1954/55	2281	18322		1400 = - %	

The Field Officer recommends a conversion to a Pastoral Lease with a rental based on the following stock limitation, less allowances made for cultivation and winter feeding, and with a 10% tolerance.

2000 ewes	}	less	2400 ewe equivs	for cultivation
500 hgts			150 " "	
150 wethers & rams			2250 E.E. @ £115 per 1000 = £258	
<u>2650</u> sheep				

Say £260.

FIELD OFFICER'S REPORT:

The run lies between Stew Point and Ben McLeod and is an attractive block of country with a relatively large area which could be ploughed and sown in good grasses and lucerne. The balance of summer and winter grazing is good with sufficient winter country on the warm faces overlooking the Rangitata. Generally speaking the run is well clad but evidence of past rabbit infestation on the flat and warm steep faces was seen. The rabbits are now practically negligible and the country is making a good recovery.

The present lessee purchased Rata Peaks in 1947 and since this date has carried out a large number of improvements. The run had been in a rather neglected state with improvements, buildings and fences generally in poor repair and the flock unbalanced and a mixed line. Practically all fences have now been repaired and a number of new fences have been erected on the flat. New buildings have also been constructed and the dwelling is in the process of being renovated.

Allan is carrying out a development programme for pasture renewal on the flat and with the aid of lime and super good grass is being established.

Cocksfoot and clover seed with super have been applied by air on a portion of the hill and for this purpose a landing strip is being laid down. The flock is a Corriedale one and at date of inspection appeared to be a fair line only, but with development of the flats further improvement can be expected.

Considers that the run is fully stocked at present and any further increase in carrying capacity will arise out of development of the flats and possible improvement in cover on the hills, through aerial oversowing and topdressing. Management is considered sound.

GOVERNMENT VALUATION
29.2.52:

Improvements	£3830
Unimproved	5465
Planting	150

PASTORAL LANDS OFFICER'S REMARKS:

The run is capably managed by the lessee who has spent most of his life in the Rangitata Gorge.

The Pastoral Lands Officer concurs with the Field Officer's recommendation.

RECOMMENDATION:

- (1) That the Land Settlement Board determine:
 - (a) Pursuant to Section 51(1)(d) of the Land Act 1948, Part R.S. 36722 of 6648 acres 1 rood 08.3 perches to be classified as Pastoral land.
 - (b) Pursuant to Section 54(1) (f) and Section 66(3) of the Land Act 1948, part R.S. 36722 of 6648 acres 1 rood 08.3 perches be allotted on Pastoral Lease to A.E. Allan at an annual rent of £260; the term of the lease to commence from 1.7.57.
 - (c) Pursuant to Section 66(2) of the Land Act 1948, the maximum carrying capacity of the run be fixed at 2650 sheep plus 10%. The number of stock to be carried not to be increased above such figure without the prior written consent of the Commissioner of Crown Lands.
 - (d) Pursuant to Section 131 of the Land Act 1948, the value of the Crown improvements be fixed at £350 and that lessee be invited to purchase these for cash or by a deposit of not less than £35, the balance by instalments over 15 years. Failing his buying the Crown improvements, the rent recommended in (b) be increased by £15 15 ., i.e. 4¹/₂% of £350.

DECISION:

The Land Settlement Board on resolved:

Commissioner of Crown Lands
Christchurch

For your information.

Malcolm
Director
1957

Information supporting Notes to Report

**OPUS INTERNATIONAL CONSULTANTS LIMITED
CHRISTCHURCH OFFICE**

APPENDIX A3

Project Number 6NL.12696.TR

This report has been prepared on the instruction of Land information New Zealand in terms of Contract No. 50269 (as yet undated) and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Lochaber Tenure Review (Crown Land)	LIPS Not applicable
Property 3 of 3	

Land District	Canterbury.
Legal Description	Crown land situated in Blocks III and VI, Mount Peel Survey District (shown marked as "Pack Track Reserve" on S.O. 4940).
Area	10.8987 hectares approximately.
Status	Crown land subject to the Land Act 1948.
Instrument	No instrument.
Encumbrances	Subject to: 1) Part 9 of the Ngai Tahu Claims Settlement Act 1999 (is Relevant land). 2) Part IVA of the Conservation Act 1987, upon disposition.
Mineral Ownership	The Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Deed of Purchase.
Statute	Land Act 1948.

Data Correct as at	9 November 2001
[Certification Attached]	Yes

Prepared by Crown Accredited Supplier	Don McGregor, McGregor Property Services Limited, Christchurch For and on behalf of QV Valuations
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NOTES: This information does not affect the status of the land but was identified as possible requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6	<p>This area is unalienated Crown land that intersects the western boundary of Run 297 (Stew Point / Coal Hill Pastoral lease). It's original purpose would appear to have been to provide access (there is a formed access track over its length according to the attached topo maps) to Lochaber from the Rangitata Gorge Road.</p> <p>Ordinarily land such as this would be incorporated into the immediately adjoining Run but from a farming perspective that may depend on whether or not the area is used and maintained in conjunction with Run 297 or whether there remains some practical and historical affiliation with Lochaber.</p>
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LAND STATUS REPORT for Lochaber Tenure Review (Crown Land)	LIPS Ref: Not applicable
Property 3 of 3	

Research Data: Some Items may not be applicable

SDI Print Obtained	Yes.
NZMS 261 Ref	J36.
Local Authority	Timaru District Council.
Crown Acquisition Map	Kemp Deed of Purchase.
SO Plans	<p>SO 4940 – Plan of Mt Peel exchanges Small Grazing Runs Geraldine County (22 June 1912).</p> <p>(This plan carries a notation, endorsed by the Chief Surveyor on 26 February 1979 that "the status of the land coloured burnt sienna along the bank of the Rangitata River is Crown land pursuant to Section 122 of the Land Act 1908 and that of the strip containing 23 acres 3 roods 29 perches and marked 'Pack Track Reserve' is unalienated Crown land").</p>
Relevant Gazette Notices	Not applicable.
Instrument	No instrument.
Legalisation Cards	Not applicable.
CLR	Not shown in CLR.
Allocation Maps (if applicable)	This area does not appear on DOC and SOE Allocation maps or on the Crown Land Balance Sheet (LIPS).
VNZ Ref – if known	Not known.
Crown Grant Maps	Not applicable.
<p>If Subject Land Marginal Strip:</p> <p>a) Type [Sec 24(9) or Sec 58]</p> <p>b) Date Created</p> <p>c) Plan Reference</p>	<p>a) Not applicable.</p> <p>b) Not applicable.</p> <p>c) Not applicable.</p>

LAND STATUS REPORT for Lochaber Tenure Review (Crown Land)	LIPS Ref: Not applicable
Property 3 of 3	

If Crown land – Check Irrigation Maps	Searched – Not applicable.
Mining Maps	Searched – Not applicable.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ 1989 b) By Proc	a) SO plan Not applicable. b) Proc Plan Not applicable. c) Gazette Ref Not applicable.
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) Not applicable. b) Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998 (is Relevant land) c) 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 Deed of Purchase. d) Not applicable.

Other information

2.21 07.APR.03 A 8.13.03



MEMORANDUM OF PARTIAL
SURRENDER OF PASTORAL LEASE

BETWEEN HER MAJESTY THE QUEEN

Lessor

AND MALCOLM REGINALD BRUCE
TAYLOR and JANET MARGARET
TAYLOR

Lessee

Particulars entered in the Register on date
at the time as recorded below

District/Assistance Land Registrar

MEMORANDUM OF PARTIAL SURRENDER
OF PASTORAL LEASE

IN THE MATTER of Pastoral Lease No P70 under the Land Act 1948 of ALL that piece of land situated in the Canterbury Land District containing 2689.9454 hectares, more or less, being Run 302 "Rata Peaks" situated in Blocks II, III, V and VI Mount Peel Survey District and being the whole of the land comprised and described in the aforesaid Pastoral Lease recorded in Volume 529 Folio 84 Canterbury Land Registry.

MALCOLM REGINALD BRUCE TAYLOR AND JANET MARGARET TAYLOR, at Timaru, the Lessee under the abovementioned Lease DO HEREBY SURRENDER in terms of Section 145 of the Land Act 1948, all its interest as such Lessee in all that piece of land containing 853.9156 hectares being Section 1 Survey Office Plan 19616 with no alteration to the rental value and annual rent, AND AGREE AND DECLARE THAT all and singular the covenants, conditions and agreements of the said recited Lease expressed and/or implied shall continue in full force in respect of the residue of the land henceforth comprised therein as fully and effectually as if such residue of the said land above had originally been comprised therein.

AND HEREBY FURTHER AGREE AND DECLARE that the said surrender shall take effect from the 1st day of July 1996.

DATED at 11:30am this 18th day of MAY 1997.

SIGNED by the said MALCOLM)
REGINALD BRUCE TAYLOR)
and JANET MARGARET)
TAYLOR as lessees in the)
presence of:


X Malcolm Reginald Bruce Taylor
Malcolm Reginald Bruce Taylor
X Janet Margaret Taylor
Janet Margaret Taylor

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

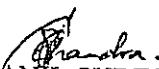
It is hereby certified that the said Mortgage(s)/Instrument(s)/Deed(s) has/have become vested in Rural Banking and Finance Corporation of New Zealand Limited by virtue of the provisions of the Rural Banking and Finance Corporation of New Zealand Act 1989.

It is hereby further certified that the said Rural banking and Finance Corporation of New Zealand Limited changed its name to The rural Bank Limited (as is evidenced by No. CA1110) (CANTERBURY, Registry).

THE NATIONAL BANK OF NEW ZEALAND as mortgagee under and by virtue of Mortgages No 815059/7 and 815059/8 DO TH HERE BY CONSENT to the aforesaid surrender BUT WITHOUT PREJUDICE to its rights, powers and remedies otherwise under or in respect of the said mortgages whatsoever nature.

Signed by 
The National Bank of New Zealand Ltd
By its attorney **STEPHEN MARK RHODES**
In the presence of

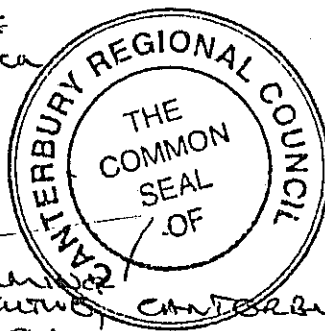
It is hereby further certified that the above Memorandum of Mortgage has become vested in The National Bank of New Zealand Limited by virtue of the National Bank of New Zealand Limited Act 1994.


ANIL SURESH CHANDRA
BANK OFFICER
AUCKLAND

THE CANTERBURY REGIONAL COUNCIL as Chargeholder under and by virtue of Land Improvements Agreement 942202 under Section 30A of the Soil and Water Conservation and Rivers Control Act 1942 DO TH HERE BY CONSENT to the aforesaid surrender BUT WITHOUT REJUDICE to its rights, powers and remedies otherwise under or in respect of the said Land Improvements Agreement.

THE COMMON SEAL OF THE
CANTERBURY REGIONAL COUNCIL





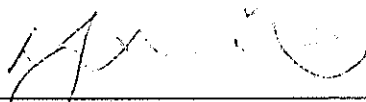
IAN A. CUNNINGHAM
CHIEF EXECUTIVE, CANTERBURY REGIONAL COUNCIL
CHRISTCHURCH

SCHEDULE
(Land Remaining in the Lease)

Part Run 302 "Rata Peaks", Blocks II, III, V and VI Mount Peel Survey District.

AREA : 1836.0298 hectares

Certified Correct for the Purposes
of the Land Transfer Act 1952.


Solicitor for the Lessee



CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, STEPHEN MARK RHODES Manager Lending Services of Auckland in New Zealand HEREBY CERTIFY:

1. THAT by Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Table with 6 columns: Location, as No., Deed No., Location, as No., Deed No. Rows include Auckland, Blenheim, Christchurch, Dunedin, Gisborne, Hamilton, Hokitika, Invercargill, Napier, Nelson, New Plymouth, Wellington.

The National Bank of New Zealand Limited (the "Bank") appointed me its Attorney with the powers and authorities specified in that Deed.

2. THAT at the date of this Certificate, I am the Manager Lending Services, Auckland Regional Support Centre of the Bank.

3. THAT at the date of this Certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the Bank or otherwise.

DATED at Auckland this 5 FEB 1998 day of 10

Handwritten signature on a dotted line

ness to the above signatures:

Witness: G M Lacombe
 Address: RN 20 Kaitake Gorge
Peel Forest
 Occupation: Landscape Services
 Name: Graeme Maxwell Lacombe

SIGNED for and on behalf of HER)
 MAJESTY THE QUEEN by the)
 Commissioner of Crown Lands in the)
 presence of:)

[Signature]
 Commissioner of Crown Lands

Witness: Wienby
 Address: Land Information NZ
Wellington
 Occupation: Land Agent

709708

A E HILLAN

2/1/67

To: [unclear]

Register-Book

Vol. 529 folio 84

The 2nd day May 1967 at 9:35

[Signature]
Land Registrar
CANTONMENT

The State Advances Corporation of New Zealand the mortgagee under and by virtue of Memoranda of Mortgages 231476 and 639489 hereby consents to the within written Memorandum of Partial Surrender.

DATED at Christchurch this 2nd day of May 1967.

SIGNED at the end of the State Advances Corporation of New Zealand by authority of the Corporation under its Common Seal pursuant to section 13 of the State Advances Corporation Act 1965 by

For and on behalf of
STATE ADVANCES CORPORATION OF
NEW ZEALAND

[Signature]

Mcdonald Boyd

an officer of the Corporation in the presence of

[Signature]
[Signature]
[Signature]

LAND & DEEDS
Volume Part Section
Folio 84
2 MAY 1967
Time 9:35
Page 1
Abstract No. 2422

"RELEASE UNDER THE OFFICIAL INFORMATION ACT"

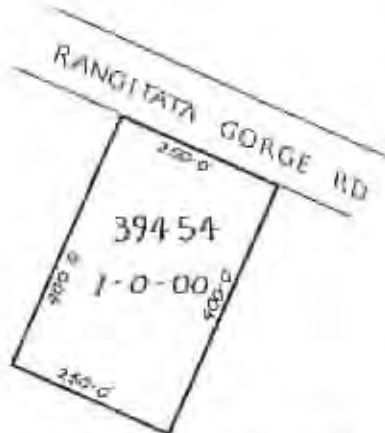
IN THE MATTER of the Land Transfer Act 1952

AND

IN THE MATTER of the Land Act 1948 and its amendments

AND

IN THE MATTER of Pastoral Lease No. 70 under the Land Act 1948 of all those pieces of land situated in the Canterbury Land District containing 6648 acres more or less being Run 502/"Rate Peaks" Mount Peel Survey District and being the whole of the land comprised and described in the aforesaid Pastoral Lease recorded in Register Book Volume 529 Folio 84 Canterbury Registry.



Scale: 2 chains to an inch

I ALEXANDER EDGAR ALLAN the Lessee under the above mentioned Lease DO HEREBY SURRENDER in terms of Section 145 of the Land Act 1948, all my estate and interest as such Lessee in all that piece of land containing 1 acre more or less being Rural Section 39454 situated in Block II Mount Peel Survey District. AND I AGREE AND DECLARE THAT all and singular the covenants, conditions and agreements of the said recited Lease expressed and/or implied shall continue in force in respect of the residue of the land henceforth comprised therein as fully and effectually as if such residue had originally been comprised therein AND I FURTHER AGREE AND DECLARE that the said surrender shall take effect from the First day of June 1966.

SIGNED by the said Alexander Edgar Allan as Lessee in the presence of:

Alexander Allan
Lessee

Witness: [Signature]

Occupation: farmer

Address: [Signature]



SURRENDER ACCEPTED for and on behalf of Her Majesty the Queen as Lessor.

SIGNED by the Commissioner of Crown Lands for the Land District of Canterbury.

[Signature]
Asst. Commissioner of Crown Lands

Witness: [Signature]

Occupation: Chief Inspector of Police

Address: [Signature]

CL 529/84	6648	0	00
Lease SA 701708	1	0	00
<u>New area</u>	<u>6647</u>	<u>0</u>	<u>00</u>

[Signature]
29/3/67
In witness whereof CL 529/84
Asst. Commissioner of Crown Lands

RECREATION PERMIT

UNDER THE LAND ACT 1948

PARTIES: THE COMMISSIONER OF CROWN LANDS pursuant to the Land Act 1948 ("the Grantor")

AND DONALD ANDREW AUBREY, Farmer, Rangitata Gorge, as Trustee for the D A Aubrey Family Trust ("the Grantee")

BACKGROUND:

- A. The Grantee wishes to undertake the activities described in the First Schedule over the land described in the Second and Third Schedules ("the Operational Area").
- B. The Grantor has agreed to grant a non-exclusive recreation permit pursuant to Section 66A of the Land Act 1948 to the Grantee on the terms and conditions set out herein.

THE PARTIES AGREE as follows:

1. AUTHORISATION

- 1.1. The Grantor hereby authorises the Grantee to use the Operational Area for the purposes and activities set out in the First Schedule hereto.
- 1.2. This permit is intended to take effect as a recreation permit under Section 66A of the Land Act 1948 and any enactments passed in substitution thereof and the provisions of the said Act and of the regulations made thereunder shall be binding in all respects in the same manner as if such provisions had been fully set out herein.
- 1.3. This permit does not create any registrable interest in the Operational Area or any other part of the Grantor's land.
- 1.4. This permit is personal to the Grantee and shall not be capable of assignment, charge, transfer or other disposition or dealing including the transfer of shares should the Grantee be an incorporated company, in whole or in part or any purpose whatsoever.

2. TERM

- 2.1. The term of this permit shall be for a period of **Nine Years** commencing on the **First day of January 2000**, subject always to the provisions of clause 7 hereof.

3. FEES

3.1. The Grantee will pay to the Grantor at the offices of the Commissioner of Crown Lands at Wellington or such other place as the Grantor shall nominate from time to time the permit fees plus GST calculated as set out hereunder:

3.1.1 A minimum fee of \$1,250 plus GST per annum payable without demand in two equal instalments in advance on the 1st day of January and on the 1st day of July in each and every year of the permit; and

3.1.2. An additional fee, less the minimum fee set out in 3.1.1 above, of 2.5% of gross revenue plus GST (as set out below) or where this cannot be adequately determined to the satisfaction of the Commissioner, then 5% of the payments received by the Grantee from any or all of an outfitter, guide, transport operator or other provider of services.

3.1.2.1. "Gross revenue for the purpose of determining the additional fee shall be the total income from ticket sales (less GST) to clients, where client is the person or persons being the hunters or trekkers or tourists. It will include the cost of helicopter or other transport, fees for guiding and any other supplies made within the Operational Area but not food and transport to the Operational Area."

3.1.2.2. The Grantee shall supply to the Grantor an annual return by 31 March in each and every year of the permit which will clearly show all gross revenue received for the activities authorised by this permit, for the purposes of the calculation of the additional fee as set out herein. The annual return is to be accompanied by a statutory declaration signed by the Grantee or two directors if Grantee is a company, or two office holders if Grantee is an Incorporated Society as to the correctness of the return.

3.2 The Grantor may review the permit fee payable by the Grantee including setting a minimum fee payable by the Grantee after three years and each three years thereafter, the first new fee period commencing the 1st day of January 2003.

4. GRANTEE'S OBLIGATIONS

4.1. The Grantee shall:

4.1.1. Not remove any vegetation, disturb any soil or light any fire on the Operational Area.

4.1.2. Not at any time cause any building, erection, structure or fence or alteration or addition thereto to be placed or carried out upon the Operational Area.

- 4.1.3. Not do or cause to be done anything for which consent would be required in terms of the Land Act 1948 or the Crown Pastoral Land Act 1998 without that consent first being obtained.
- 4.1.4. Comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Permit.
- 4.1.5. Remove and take away or cause to be removed and taken away all refuse.
- 4.1.6. Comply with the provisions of the Health and Safety in Employment Act 1992.
- 4.1.7. Ensure that the activities authorised by this permit will be confined exclusively to the Operational Area and use the Operational Area solely for the activities authorised by this permit.
- 4.1.8. Take all reasonable precautions to guard against danger on the Grantor's land.
- 4.1.9. Not interfere or obstruct the Grantor or his/her agent's employees or contractors or authorised invitees.
- 4.1.10. Only use the constructed tracks on the land.
- 4.1.11. Not use vehicles prohibited by the Grantor.
- 4.1.12. If camping outdoors, ensure all cooking and heating requirements are to be by gas only.
- 4.1.13. Implement a log book system for all recreational activities described in the First Schedule and include duration of trips, names of clients and times they are due back at the place of assembly.
- 4.1.14. Restrict all vehicle activity to existing identified tracks and acknowledge that "wander at will" is not permitted.
- 4.1.15. Not to be entitled, in any way, to manage Himalayan Thar or Chamois within the Operational Area unless holding an appropriate permit or consent.
- 4.1.16. Ensure that all Himalayan Thar numbers are compatible with the Department of Conservation's Himalayan Thar Control Plan.

5. COSTS

- 5.1. The parties shall pay their own costs of and incidental to the documentation of this Permit PROVIDED ALWAYS in addition to any moneys reserved by this permit the Grantee shall pay all reasonable costs, charges and expenses for which the Grantor may become liable in consequence of or in connection with any failure by the Grantee to comply with the terms of this Permit.

- 5.2 The Grantee shall pay the charge as set from time to time by the Survey (Departmental Fees and Charges) Regulations 1998 or any substituted legislation thereof such charge presently being the sum of \$112.50.

6. INDEMNITY

- 6.1. The Grantee hereby indemnifies the Grantor against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor in connection with this permit or as a direct result of the exercise by the Grantee of its rights under this permit, or any breach by the Grantee of its obligations, undertakings or warranties contained or implied by this permit.
- 6.2. The Grantor shall not be liable to the Grantee in contract tort or otherwise in relation to any aspect of this permit (extending to consequential loss, anything arising directly or indirectly from the permit or any activity on the Grantor's land).

7. TERMINATION

- 7.1. Notwithstanding anything contained herein the Grantor shall be entitled to revoke this permit:
- 7.1.1. at any time and upon the giving of one month's notice in writing of such revocation to the Grantee; or
- 7.1.2. by written notice to the Grantee of immediate revocation of the permit if the Grantee is in breach of any condition of this Permit PROVIDED THAT such revocation shall not release the Grantee from liability in respect of any breach of any of the conditions of this permit.

8. NOTICES

- 8.1. The address for service for the Grantor shall be as follows or as notified in writing by the Grantor to the Grantee from time to time:

Commissioner of Crown Lands
C/- Knight Frank (NZ) Limited
41 Sophia Street
PO Box 564

TIMARU

Telephone: 03-68 48 340 Facsimile: 03-68 46 371

- 8.2. The address of the Grantee shall be as follows or as notified in writing by the Grantee to the Grantor from time to time:

Ben McLeod Station
Rangitata Gorge Rd
RD 20, Peel Forest
SOUTH CANTERBURY

Telephone: 03-696-3747

SIGNED for an on behalf of)
HER MAJESTY THE QUEEN)
by ~~MICHAEL JOHN TODD~~ Grant K. Webley)
pursuant to a delegation from the)
COMMISSIONER OF CROWN LANDS)
in the presence of)

~~M J TODD~~
GRANT KASPER WEBLEY

Witness Name: ROBERT WILLIAM LYSAGHT
PORTFOLIO MANAGER
Occupation: CROWN PROPERTY MANAGEMENT
Ci- LINZ, CHRISTCHURCH

Address

SIGNED by DONALD ANDREW)
AUBREY in the presence of:)

D A AUBREY, Trustee

Witness Name

Homeowner
Occupation

Rangitapu Cove
Address

R.D. 20
Peel Forest
Geraldine

CONSENT OF LESSEE

B D Beattie as lessee of Dry Creek Pastoral Lease together with his successors and assigns consents to the issue of a recreation permit to D A Aubrey by the Commissioner of Crown Lands pursuant to section 66A of the Land Act 1948 on the terms of the accompanying recreation permit.

DATED this 12 day of September 2000

SIGNED by B D BEATTIE

B. D. Beattie

CONSENT OF LESSEE

D AAubrey as lessee of Ben McLeod Pastoral Lease together with his successors and assigns consents to the issue of a recreation permit to D A Aubrey as Trustee for (D A Aubrey Family Trust) by the Commissioner of Crown Lands pursuant to section 66A of the Land Act 1948 on the terms of the accompanying recreation permit.

DATED this *7th* day of *November*, 2000

SIGNED by D A AUBREY

D A Aubrey

-s/

CONSENT OF LESSEE

MRB & J M Taylor as lessees of Rata Peaks Pastoral Lease together with their successors and assigns consent to the issue of a recreation permit to D A Aubrey by the Commissioner of Crown Lands pursuant to section 66A of the Land Act 1948 on the terms of the accompanying recreation permit.

DATED this *4th* day of *May*, 2000

SIGNED by MRB & J M TAYLOR

MRB Taylor

J.M. Taylor

FIRST SCHEDULE

PURPOSE AND ACTIVITIES

The Permit Holder shall operate a fair chase guided hunting, four-wheel-drive tours and horse trekking operation, including staying overnight in huts, quarters or cottages, within the areas described in the Second and Third Schedules hereto.

SECOND SCHEDULE

The Operational Area for fair chase guided hunting, four-wheel-drive tours and horse trekking operation is over Ben McLeod pastoral lease more particularly described as follows:

Being Run 241 "Ben McLeod" situated in Fox and Mount Peel Survey Districts and registered as Volume 529 Folio 53 Canterbury Registry.

THIRD SCHEDULE

The operational area for four-wheel-drive tours over Ben McLeod, Rata Peaks and Dry Creek pastoral leases more particularly described as follows:

Being Run 241 "Ben McLeod" situated in Fox and Mount Peel Survey Districts and registered as Volume 529 Folio 53 Canterbury Registry.

Being Part Run 302 "Rata Peaks" situated in Mount Peel Survey District and contained in Certificate of Title Volume 529 Folio 84 Canterbury Land Registry.

Being Part Run 2 "Dry Creek", situated in Fox, Mount Peel, Opuha and Four Peaks Survey Districts and contained in Certificate of Title Volume 529 Folio 14 Canterbury Land Registry.

NOTICE OF RATING VALUATION

Pf 070

to the: TIMARU DISTRICT COUNCIL

Local Authorities use information contained in the district valuation roll to levy rates. This notice details information on your property that is contained in the district valuation roll of Timaru District Council. Previously, the district valuation roll was maintained by the Valuation Department. However, the Rating Valuations Act 1998 now obliges Councils to maintain the valuation rolls but allows them to choose their valuation service provider.

The Valuer-General regulates the maintenance of district valuation rolls to ensure that they meet the minimum standards set out in the Rating Valuations Act, the Rating Valuations Regulations and rules of the Valuer-General.

Land Information New Zealand
P O Box 564
Timaru

12 NOV 1999

RECEIVED

This notice of valuation has been issued as a result of a General Revaluation.

Timaru District Council has contracted Quotable Value New Zealand to carry out this work.

If you wish to discuss this valuation write to:

Quotable Value New Zealand Ltd, PO Box 6, Timaru.

Or telephone (03) 688 3139, or call toll free on 0800 QUOTABLE (0800 786822).

Please quote the following valuation reference number in all correspondence:

24640 1200

PROPERTY VALUE

Property value as at 01 September 1999, being the date of the latest revaluation of Timaru District Council:

Land Value \$625,000

Value of Improvements \$425,000

An explanation of the terms Land Value, Value of Improvements, and Capital Value is provided overleaf

Capital Value \$1,050,000

PROPERTY DETAILS

Property Address: 0 RANGITATA GORGE RD
Owner's Name: Land Information New Zealand
Occupier's Name(s): Malcolm Reginald B Taylor, Janet Margaret Taylor
Nature of Improvements: OTHER BUILDINGS, FENCING, OTHER IMPROVEMENTS, DWELLING
Area of Land: 2690.0669 hectares
Legal Description: P 70 SEC 1 SO 19616 PT RUN 302 RATA PEAKS BLKS II III V VI M, T PEEL SD

TREES

An additional value of \$10,000 has been assessed as the shelter value of trees on your property as at the date of valuation. This valuation specifically excludes the timber value of any trees on the property.

The value of fruit trees, vines and berry-fruit bushes yielding an annual crop for market, and live hedges is included in the Value of Improvements.

OBJECTION DATE

Objections must be lodged no later than 10 December 1999. Refer overleaf for details on the objection procedure.

FURTHER INFORMATION

Please refer overleaf for an explanation of terms used in this notice, and answers to commonly asked questions including the objection procedure. If you are in need of more assistance, contact the office shown at the top of this notice.



A division of Quotable Value New Zealand

**Appendix B Land Status Report
(Certified Correct by Chief Surveyor)**

LAND STATUS REPORT

**for
Tenure Review**

RATA PEAKS

**Prepared by Don McGregor, McGregor Property Services Limited
for and on behalf of Q.V. Valuations**

December 2001

Project Number : QVV 218

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No : 50272 (as yet undated) and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Rata Peaks Tenure Review				LIPS Ref: 12697
Property	1	of	1	

Land District	Canterbury
Legal Description	Part Run 302, situated in Blocks II, III, V and VI, Mount Peel Survey District.
Area	1836.0298 hectares.
Status	Crown land subject to the Land Act 1948.
Instrument of title / lease	Pastoral Lease CL CB529/84 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal No. 881045.1.
Encumbrances	Subject to: 1) Part IVA of the Conservation Act 1987, upon disposition. 2) 733250 Transfer creating an Easement right to Convey Water across Part Run 302 in favour of Rural Section 39454 (CT CB7A/926). 3) 942202 Soil Conservation Agreement pursuant to Section 30 of the Soil Conservation and Rivers Control Act 1941. 4) A51323.1 Transfer creating an Easement right to Convey Water across Part Run 302 in favour of Rural Section 36722 (CT CB443/95).
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	10 December 2001
[Certification Attached]	Yes

Prepared by	Don McGregor
Crown Accredited Supplier	McGregor Property Services Limited, Christchurch for and on behalf of Q.V. Valuations

Certification:

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

R. Moulton


Date: 19/12/2001

.....
R Moulton, Chief Surveyor
Land Information New Zealand, Christchurch

CERTIFICATION

Report to the Chief Surveyor, Christchurch, for certification of Status Investigation for the RATA PEAKS Pastoral Lease Tenure Review.

1. I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Opus International Consultants Limited, certify that the status report enclosed for certification is in order for signature.
2. In giving this certification I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Opus International Consultants Limited, undertake that the status report has been completed in compliance with all relevant policy instructions and in particular, OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.



D McGregor
McGregor Property Services Limited
Accredited Supplier
10 December 2001



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



Historical Search Copy

R. W. Muir
Registrar-General
of Land

Identifier CB529/84
Land Registration District Canterbury
Date Registered 23 July 1957 01:50 pm

Part-Cancelled

Prior References
CB442/35

Type	Lease under s83 Land Act 1948		
Area	2690.3501 hectares more or less	Term	thirty three years commencing on the first day of July 1957 and renewed for a further term of 33 years commencing on 1.7.1990

Legal Description Run 302

Original Proprietors

Malcolm Reginald Bruce Taylor and Janet Margaret Taylor

Interests

709708 Partial Surrender of within lease as to part now in Rural Section 394524 - 2.5.1967 at 9.35 am

733250 Transfer creating the following easements - 20.3.1968 at 11.15 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Convey water	Run 302 and Section 1 Survey Office Plan 19616 - herein	Part herein	Rural Section 39454 - CT CB7A/926	

942202 Soil Conservation Agreement pursuant to Section 30 Soil Conservation and Rivers Control Act 1941 - 21.12.1973 at 2.40 pm and varied 28.6.1982 at 9.02 am

815059.7 Mortgage to The Rural Bank Limited - 11.7.1989 at 10.12 am and varied 13.10.1992 at 10.00 am

815059.8 Mortgage to The National Bank of New Zealand Limited - 11.7.1989 at 10.12 am

881045.1 Memorandum renewing the term to 33 years commencing on 1.7.1990 and increasing the annual rent - 13.6.1990 at 11.09 am

A51323.1 Transfer creating the following easements - 13.5.1993 at 11.46 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Convey water	Run 302 - herein	Part herein	Rural Section 36722 - CT CB443/95	

A346616.1 Partial Surrender of the within Lease as to Section 1 Survey Office Plan 19616 - 7.4.1998 at 2.21 pm

Issued as a Renewal of (lease) Lease

NEW ZEALAND

Entered in the Register-book, Vol. 529 fol. 84

registered in Vol. 442 fol. 35

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

LAND DISTRICT

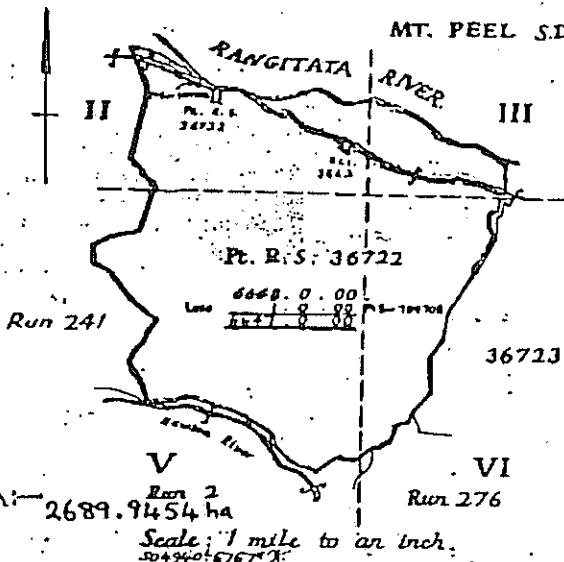
the twenty-third day of July

1957, at 1.50 P.M. o'clock

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P. 70

This Deed, made the first day of March, one thousand nine hundred and fifty-seven, between HER MAJESTY THE GOVERNMENT (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and ALEXANDER EDGAR ALLAN, of the other part, in the Dominion of New Zealand, Farmer (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 All those pieces or parcels of land containing by measurement six thousand six hundred and forty-eight (6,648) acres (approximately) situated in the Land District of Canterbury, and being Part Rural Section 36722 "Rata Penk" situated in Blocks II, III, V and VI Mount Peel Survey District



(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline, together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and fifty-seven, together with the period between the date of this lease and the aforesaid first day of July, 1957

Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Canterbury the clear annual rent of three hundred and seventy-five pounds fifteen shillings (275.15.-) 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 improvement specified in the Schedule hereto the sum of (£) () by a deposit of () (the receipt of which sum is hereby acknowledged) and thereafter () half-yearly instalments of () pounds () shillings and () pence () on the 1st day of January and the 1st day of July in each year in the same manner as a rent.

METRIC AREA: 2689.9454 ha
Scale 1 mile to an inch.
304940/6767 X

- AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-
1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
 2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
 3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
 4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
 5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Canterbury (hereinafter referred to as "the Commissioner") cut and trim all live fences and bridges, 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 waste 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 at step or direct the water flowing therein.
 8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto) which are being purchased by the Lessee now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
 9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto) which are being purchased by the Lessee now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the first day of the day on which any such premium becomes payable, the receipt for that premium.
 10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, 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, 1923, burn any work, rubbish, fern, or grass on the said land, but permit any rubbish, work, 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 access, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.

- AND it is hereby agreed and declared by and between the Lessor and the Lessee:-
- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
 - (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1915) on or under the surface of the soil of the said land, and all such minerals are reserved to Her Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that, there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
 - (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the said land shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner provided in 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.

PAGE 3

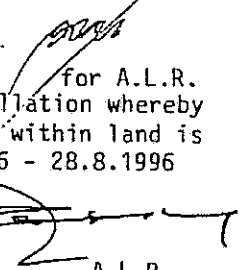
529/84

Variation of Mortgage 815059/7 - 13.10.1992
at 10.00am



for A.L.R.

Transfer A51323/1 granting a right to
convey water over part herein appurtenant
to part RS 36722 (443/95) - 13.5.1993 at
11.46am



for A.L.R.

No. A255282/1 Change of Appellation whereby
the description of pt of the within land is
changed to Section 1 SO 19616 - 28.8.1996
at 9.36am

A.L.R.

A346616.1 Surrendered as to Section 1
Survey Office Plan 19616
7.4.1998 at 2.21



for DLR

Variation of Mortgage 783322 - 17/8/1984 at 2.23 p.m.
Handwritten signature
A.L.R.

No. 480765/4 Memorandum of Priority making Mortgages 480765/3, 373162/1, 220018/1 and 373162/2 first, second, third and fourth Mortgages respectively - 22-3-1984 at 11.40a.m.

No.942202 Soil Conservation Agreement pursuant to Section 30 of the Soil Conservation and Rivers Control Act 1941 - 21.12.1973 at 2.40 p.m.

Handwritten signature
A.L.R.

Variation of Mortgage 373162/1 - 18.4.1984 at 11.05 a.m.

Handwritten signature
for A.L.R.
Handwritten signature
for A.L.R.

Variation of Mortgage 783322 - 14.6.1974 at 10.55 a.m.

Handwritten signature
A.L.R.

No 745699/1 Statutory Land Charge pursuant to the Rural Housing Act 1939 - 13.6.1988 at 10.05 a.m.

Mortgage 45830/1 to The Rural Banking and Finance Corporation of New Zealand - 6.8.1975 at 2.40 p.m.

Handwritten signature
A.L.R.

Mortgage 220018/1 to Australia and New Zealand Banking Group Limited - 28.7.1979 at 10.01 a.m.

Handwritten signature
for A.L.R.

NOTICE OF CLAIM 755092/1 UNDER SECTION 42 OF THE MATRIMONIAL PROVISIONS ACT 1976 BY MARION EDITH WATSON AT 9.02AM

Handwritten signature
for A.L.R.
Handwritten signature
for A.L.R.

Mortgage 373162/1 to The Rural Banking and Finance Corporation - 18.3.1982 at 10.51 am.

Handwritten signature
for A.L.R.

Transfer 815059/6 to Malcolm Reginald Bruce Taylor of Fairlie, Farmer and Janet Margaret Taylor his wife - 11.7.1989 at 10.12am

Handwritten signature
for A.L.R.

Mortgage 373162/2 to The Rural Banking and Finance Corporation - 18.3.1982 at 10.51 am.

Handwritten signature
for A.L.R.

Mortgage 815059/7 to The Rural Banking and Finance Corporation of New Zealand - 11.7.1989 at 10.12am

Handwritten signature
for A.L.R.

Variation of Mortgage 783322 - 18.3.1982 at 10.51 am.

Handwritten signature
for A.L.R.

Mortgage 815059/8 to The National Bank of New Zealand Limited - 11.7.1989 at 10.12am

Handwritten signature
for A.L.R.

No.373162/4 Memorandum of Priority making mortgages 783322, 45830/1, 373162/1 and 220018/1 first, second, third and fourth mortgages respectively - 18.3.1982 at 10.51 am.

Handwritten signature
for A.L.R.

Mortgage 815059/9 to Margaret Marginson, Ian David Scott and The Trustees Executors and Agency Company of New Zealand Limited - 11.7.1989 at 10.12am

Handwritten signature
for A.L.R.

Variation of Soil Conservation Agreement 942202 - 28.6.1982 at 9.02 a.m.

Handwritten signature
A.L.R.

Variation of Mortgage 220018/1 - 10-11-1983 at 11.17a.m.

Handwritten signature
for A.L.R.

No.881045/1 Variation of the terms of the within Lease - 13.6.1990 at 11.09am

Handwritten signature
for A.L.R.

Certificate No. 4711410/2 that the within Mortgage No. 783322 is vested in the Rural Banking and Finance Corporation of New Zealand - 1/11/84 at 10-42.

Mortgage 480765/3 to The Rural Banking and Finance Corporation - 22-3-1984 at 11.40a.m.

Handwritten signature
for A.L.R.

No.881045/1 Memorandum renewing the Term to 33 years commencing on 1.7.1990 and increasing the annual rent - 13.6.1990 at 11.09am

Handwritten signature
for A.L.R.

No. 917710/1 Change of Name of the mortgagee under Mortgage 815059/7 to the Rural Bank Limited - produced 28.1.1991 at 11.29am and entered 13.10.1992 at 10.00am

Handwritten signature
for A.L.R.

2135 OK 98
231176

Granting Fee
Old Lease

529/84

- (4) THAT the Lessee shall have no right of acquiring the freehold 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) Keep such area of the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (v) Surface sow in grass any portion of the said land;
 Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.
- (6) THAT the Lessee shall have no right of alienating the said land and shall not be bound for the purpose of the said lease to execute any instrument in writing or to do any act which would be necessary to give effect to the provisions of the said lease.
- (7) THAT if the Lessee shall have New Zealand or elsewhere 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 covenants or conditions of the lease.
- (8) THAT these presents 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

Interpretation - Definitions - as per Crown and State Advances Act

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

Signed by the said Commissioner, on behalf of the Lessor, in the presence of—
 Witness: W. Douglas
 Occupation: Surveyor
 Address: Christ Church

[Signature]
 Asst. Commissioner of Crown Lands

Signed by the above named as Lessee, in the presence of—
 Witness: [Signature]
 Occupation: [Signature]
 Address: [Signature]

A. E. Allan
 Lessee

(f) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock and, for the purpose of this clause, the Lessee shall be deemed not to have failed to use due care in stocking or to have overstocked so long as the number of sheep depastured on the said land does not exceed 2915 (being an increase of ten per cent of the carrying capacity on which is based the rent hereinafter reserved) but the Commissioner may, by notice in writing, permit the Lessee to depasture thereon any greater number should be deemed it advisable or expedient to do so. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and in particular in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

231176 Mortgage. Alfred [Signature] to The State Advanced Corporation of New Zealand at 11.25 a.m.

56207 Charge of appellation whereby the description of the within land is charged to Alan [Signature] produced this 12th day of [Signature] 1962 at [Signature] Assistant Land Registrar

79561... R.S. 39454
 produced this 7th day of March 1967 at [Signature]

marginally to the mortgage 231176
 mortgage 534 469...
 New Zealand 17th 1962/1969

No. 709708 Transfer of title land to R.S. 39454 - 2/5/1967 at 7.35 a.m.
 Certificate 709709 - C.T. 7A 1926 in to R.S. 39454 - 2/5/1967
 Sample 73320 Giving a Right to Survey water over part series of land to R.S. 39454 (C.T. 7A 1926) - 20.3.1968 at 11.15am

LAND & SEEDS
 23 JUL 1957
 1.50 pm

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

Simon A.L.R.

783320 15/11/57

Transfer 783320 to Jan Alcock
 of Red Forest Farmer - 7/12/1969 at 3.10
 Mortgage 793322
 Corporation
 at 2.10
 DISCHARGED 22 MAR 1988

MEMORANDUM OF RENEWAL

BETWEEN HER MAJESTY THE QUEEN

Lessor

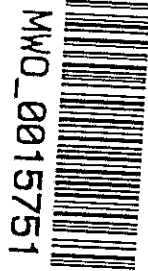
A N D MALCOLM REGINALD BRUCE TAYLOR
and JANET MARGARET TAYLOR

Lessee

Particulars entered in the Register
on date and at the time recorded
below

District/Assistant Land Registrar

REGISTER



MWO_0015751

11.09 13 JUN 91
PARTICULARS
LAND REGISTER
DISTRICT LAND REGISTRAR
C 881045

PRATT
LIMITED CORPORATION

THE MATTER of the Land Transfer Act 1952 and the Land Act 1948

THE MATTER of Pastoral Lease No. P70 registered in Volume 529, folio 84 Canterbury Land Registry, from HER MAJESTY THE QUEEN to MALCOLM REGINALD BRUCE TAYLOR and JANET MARGARET TAYLOR of Fairlie, Farmers.

Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 529, folio 84, Canterbury Land Registry, is renewed for a term of 33 years commencing on the 1st day of July 1990. The Covenant to pay rent and the Rental Value contained in the lease is hereby varied by deleting the said covenant and substituting the following.

Yielding and paying therefore for the first 11 years of the said term unto Land Corporation Limited at Christchurch the annual rent of \$5,115.00 calculated on a Rental Value of \$341,000.00 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 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 132A of the Land Act 1948.

Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Memorandum of Lease shall remain in full force.

IN WITNESS WHEREOF the parties have hereunto subscribed their names this 15 day of May 1989

SIGNED for and on behalf of HER MAJESTY THE QUEEN pursuant to a Deed lodged with the District Land Registrar as No. 686366/2 by LAND CORPORATION LIMITED by its Attorney RAYMOND ALAN WARD-SMITH in the presence of:

LAND CORPORATION LIMITED by its Attorney:

[Signature]

Witness: [Signature]

Occupation: Consultant (Admin) Landcorp

Address: Timaru

SIGNED by the said MALCOLM REGINALD BRUCE TAYLOR and JANET MARGARET TAYLOR as lessee in the presence of:

MAR Taylor. MAR Taylor.

J.M. Taylor J.M. Taylor Lessees

Witness: [Signature] R. Morrison J.P.

Occupation: Solicitor, Guy Pickett

Address: [Signature] Geraldine

Correct for the Purposes of the Land Transfer Act 27th May 1990

Solicitor for the Lessee

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

1. RAYMOND ALAN WARD SMITH of Timaru, Managing Consultant, HEREBY
CERTIFY:

1. THAT by Deed dated the 12th day of June 1987 a copy of which is deposited in the Land Registry Office at Christchurch (Canterbury Registry) and there numbered 686366/²LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.
2. THAT at the date hereof I was an Assistant Property Manager of the said Corporation.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Timaru
this 14th day of May
1987

)
)
) *R. A. Ward Smith*

TRANSFER

Correct for the purposes of the Land Transfer Act.

Situated in Blocks II, III, V & VI Mount Peel Survey District

P.H.
Solicitor for the Transferee

HERALD JERRY DICKINSON Grantor
TRANSFEE
WALTONA CONCRETE BOARD Transferee
ELVANEE EDGAR ALLEN Lessee
TRANSFEE

PARTICULARS entered in Register book.

Vol. 7A Folio 926
529 84

the 20th day of 10 1968
at 11.15 o'clock. am



[Signature]
District Land Registrar
Assistant
of the District of

LAND & DEEDS	
Nature:	Transfer
Firm:	<i>Harman S</i>
Date:	20. 3. 68
Time:	11.15
Fee:	<i>42</i>
Abstract No.	1573

WALTON & STUBBS,
SOLICITORS,
TIMARU.

