

Crown Pastoral Land Tenure Review

Lease name : RATA PEAKS

Lease number : PT 070

Due Diligence Report (including Status Report) - Part 3

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

TNC 2263

Approved by the Registrar-General of Land, Wellington. No. 62/541431

NEW ZEALAND

MEMORANDUM OF TRANSFER

WHEREAS HER MAJESTY THE QUEEN (hereinafter referred to as "the Grantor") is seized

1. Here state name of the estate of interest, being registered as the proprietor of an estate

subject however to such encumbrances, liens and interests as are notified by memoranda

1. District, county, or township, under which or endorsed thereon in all that piece of land situated in the Blocks II, III, V and VI Mount Peel Survey District

2. Here state area, exclusive of roads intersecting the same, if any, containing SIX THOUSAND SIX HUNDRED AND FORTY SEVEN (6647) ACRES

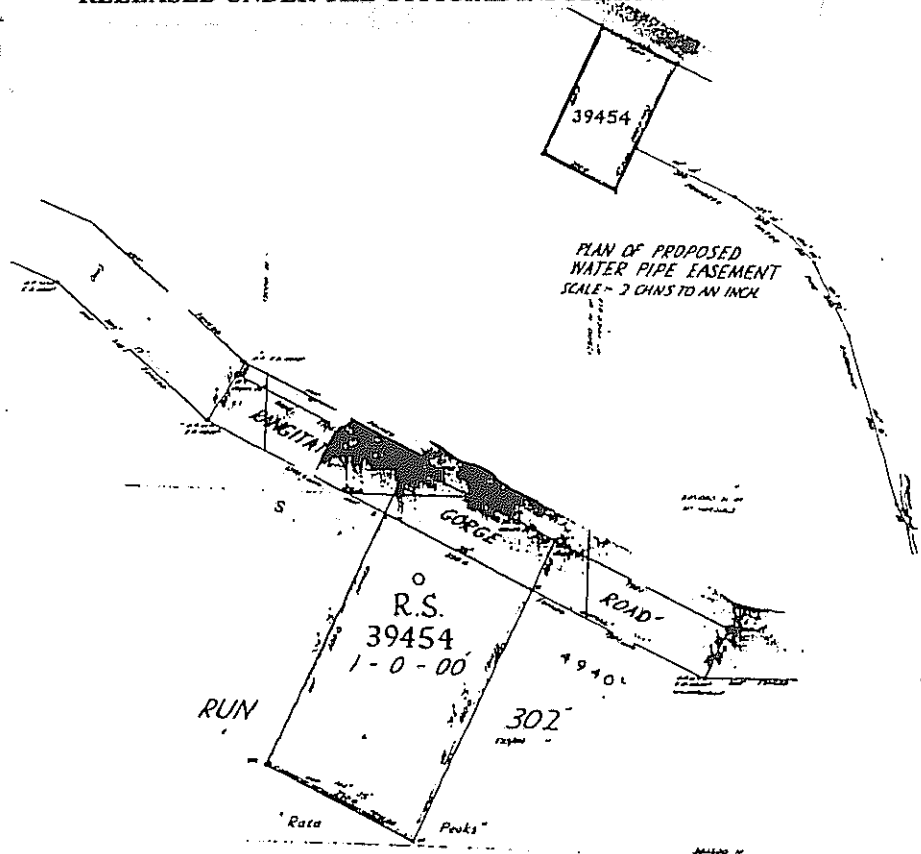
4. Here state rights of way, privileges, or easements, if any, intended to be conveyed: If the land to be dealt with consists of all that is included in an existing grant, or certificate of title, or lease, refer thereto for description of parcels and diagrams, otherwise set forth boundaries in chains, links or feet, and refer to the plan delineated on the maps, or annexed to the instrument or deposited in the Land Registry Office.

be the same a little more or less being part of Run 302 "Rata Peaks" being part of the land comprised and described in Certificate of Title Register Book Volume 529 Folio 84 subject to Pastoral Lease No. P70 (hereinafter called "the servient tenement") AND WHEREAS ALEXANDER EDGAR ALLAN of Peel Forest, Farmer (hereinafter referred to as "the Lessee") is seized of an estate for a term of years in all that piece of land above described under and by virtue of the said Pastoral Lease No. P70 from the Grantor subject to Memorandum of Mortgage Registered No. 231176 to THE STATE ADVANCES CORPORATION OF NEW ZEALAND and Mortgage 639169 varying terms. AND WHEREAS THE RANGITATA GORGE RABBIT BOARD a body corporate within the meaning of the Rabbits Act 1955 (hereinafter referred to as "the Grantee") is seized of an estate in fee simple in all that piece of land situated in Block II of the Mount Peel Survey District containing ONE (1) ACRE being all the land comprised and described in Survey Office Plan 10781 being Rural Section 39454 and being all the land comprised and described in Certificate of Title Register 7A folio 926 SUBJECT to reservations imposed by Section 59 of the Land Act 1948 (hereinafter called "the dominant tenement");

17/11

AND WHEREAS the Grantor and the Lessee have agreed that the Grantee should be granted as and in the nature of an easement appurtenant to the dominant tenement the right to take water from the stream situated on the servient tenement upon the conditions and in the manner as hereinafter described NOW THEREFORE IN PURSUANCE of the said agreement and in pursuance of Section 60 of the Land Act 1948 the Grantor DOTH HEREBY TRANSFER AND GRANT unto the Grantee as and in the nature of an easement the right to convey water by means of a covered line of pipes of an internal diameter of not more than 1½ inches and at a uniform depth of not less than 18 inches from the surface in and under the soil of the servient tenement and along the stipulated course shown by the line coloured blue on Survey Office Plan 10781 and thereon marked "Proposed Water Pipe Easement" and upon the rights and powers implied in favour of grantees by virtue of Section 90D of the Land Transfer Act 1952 in so far as they are implied for the present type of easement to the intent that this easement shall forever be appurtenant to the dominant tenement PROVIDED HOWEVER that the rights and powers implied

Image Quality due to Condition of Original



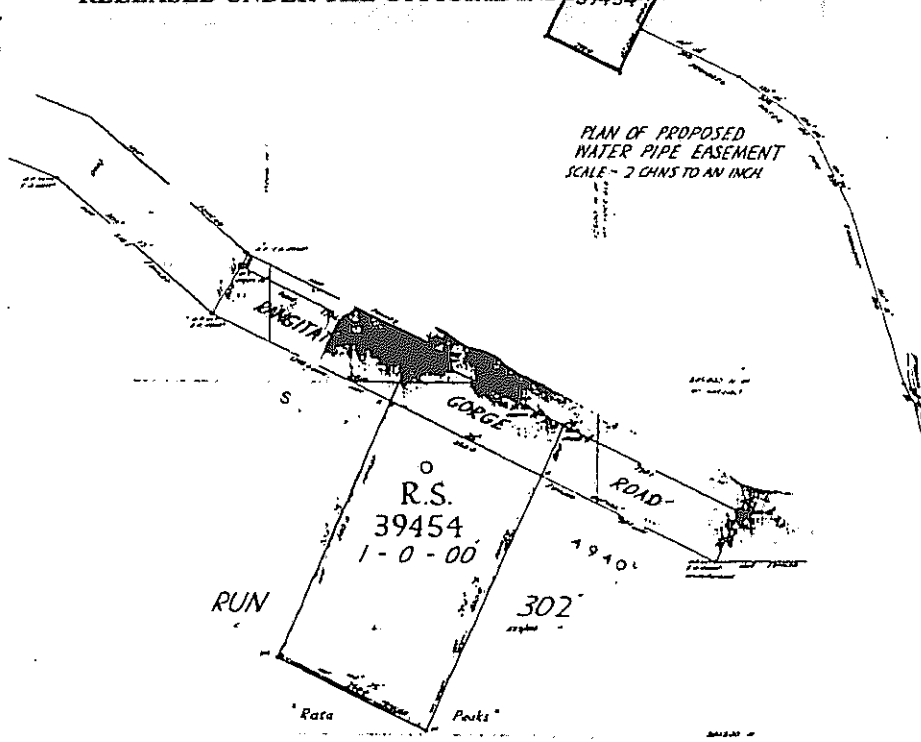
Scheme Plan 38/29 Approved
Sec file P.70 folio 221

Author	L. Jones	18/1/00
Rev.	C.P.	
Revised		
Approved		

PLAN OF R.S. 39454
FORMERLY PART RUN 302

TOTAL AREA = 1-0-00

Approved



Scheme Plan 58/29 Approved
See file P 70 folio 221.

Approved	1/1/07
Plan	P. 70
Reference Plan	S.D. 1950
Field book	1111
Township book	12
Examined by	S.D. 111
Placed in order by	21/1/07

PLAN OF R.S. 39454

FORMERLY PART RUN 302

Survey Block & District B.K. II, MOUNT PEEL S.D.
 Land District CANTERBURY Local Body GERALDINE COUNTY COUNCIL
 Scale ONE CHAIN TO AN INCH Surveyed by BRIDGES, BULLARD & EDGECOCK Date DECEMBER 1966

I, George Robert Milward, of Timaru, being the registered owner and holder of an official planning certificate, hereby certify that this plan has been made from surveys obtained by me; that this plan and survey are true and have been made in accordance with the requirements under the Survey Act, 1976.
 Signed at Timaru this 16th day of February 1967.

G.R. Milward
Registered Landowner

TOTAL AREA - 1-0-00

Approved
Colin Ford
 Chief Surveyor 21/1/07

10781

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

~~In consideration of the sum of~~

1. In favour of grantees of virtue of Section 90^b of the Land Transfer Act, 1952 are hereby varied, modified or added to as follows:

(a) That the construction, maintenance, repair or replacement of the ~~paid-to~~ pipe line or any part ~~by~~ thereof shall be the sole liability of the Grantee who shall not at any time make any claim from the Grantor for any cost or expense incurred in this regard.

(b) That the Grantee will so use and maintain the said easement that it ~~the receipt of which sum~~ ~~hereby acknowledge~~ will not constitute or cause an annoyance or nuisance to the Grantor or any other person.

IT IS HEREBY EXPRESSLY AGREED AND DECLARED by and between the parties hereto -

1. THAT the Grantor shall not at any time be called upon or be liable ~~to~~ ~~hereby transfer to the said~~ to contribute towards or meet any claim, demand, cost or expense which may arise in any way out of the easements granted or implied under this

3. Or a lease estate or interest describing such lease estate.

~~instrument.~~ ~~all~~ ~~state and interest~~ ~~in~~ ~~the~~ ~~said~~ ~~piece~~ ~~of~~ ~~land~~

2. THAT herein, herein shall on the part of the Grantor or Lessee guarantee the maintenance and the repair of or the flow of water in the said pipeline.

3. THAT nothing in this Transfer shall be construed as limiting the Grantor's or the Lessee's rights to draw water from the said stream.

In Witness whereof these presents have been executed this ^{thirtieth} ~~twenty~~ day of ^{January} ~~February~~

one thousand nine hundred and ^{eighty eight} ~~eighty eight~~.

~~Signed by the said~~

SIGNED for and on behalf of H. E. MAJESTY THE QUEEN as Grantor by the Commissioner of Crown Lands for the Land District of



~~in the presence of~~ Canterbury in the presence of:

~~of:~~ ^{Land Office Clerk} ~~John Sturges~~

THE COMMON SEAL of THE RANGITATA GEORGE RABBIT BOARD was hereunto affixed in the presence of:



M. V. Prouty
H. A. Dwyer

SOIL CONSERVATION
RIVERS CONTROL ACT 1941

"RELEASED UNDER THE OFFICIAL INFORMATION ACT" 9.02 a.m. (affects C.T. 529/84 only)

[Signature]
A.L.R.

NO. 942202

SOUTH CANTERBURY
CATCHMENT BOARD

MAXWELL, IAN ALEXANDER

Particulars entered in Register

Vol. 443 folio 95, 529/84

21 Dec, 1973



529/843

Referred to Draughtsman, / 19
Returned from Draughtsman, / 19

Folio

REFERENCE:

ORDER FOR NEW CERTIFICATE
OF TITLE

No.

LAND & DEEDS
Source: Soil Conservation Agreement
Title: South Canterbury Catchment Board
21 DEC 1973
Time: 2-40
Exec: FNIL

9625

South Canterbury Catchment Board

Our Ref.

154/7

and
Regional Water Board

75 CHURCH STREET, TIMARU
NEW ZEALAND

13 July 1982

The District Land Registrar,
Lands and Deeds Registry,
Private Bag,
CHRISTCHURCH

942 2 0 2

Dear Sir,

VARIATION TO AGREEMENT - I.A. MAXWELL

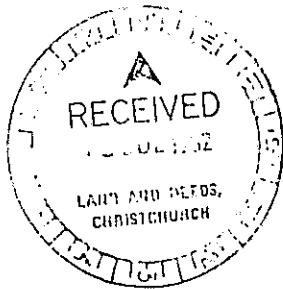
As the enclosed Variation applies to C/T No. 529/84 only, we would ask that you delete all reference to C/T 443/95 in this instance, which also means no other signature will be required.

We trust this Variation can now be registered accordingly.

Yours faithfully,

J.G. Mouat
J.G. MOUAT
SECRETARY

Encl:



"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

THIS AGREEMENT made on the 28th day of June 1967
BETWEEN the South Canterbury Catchment Board, which is incorporated
 under the Soil Conservation Act 1957, and the 1971 Act, on the
 one part and Ian Elizabeth (Trustee) of Land Bank of New Zealand on the

WHEREAS the parties have entered into a Land Improvement Agreement
 No. 262202 and WHEREAS the said Land Improvement Agreement is the
 Owner and the Board that certain additional works to be done and
 for the control of erosion and conservation of the soil.

AND WHEREAS the parties hereto have agreed to make the said
 Land Improvement Agreement in the manner specified by conditions

NOW THEREFORE, the parties hereto do hereby covenant and agree
 with one another as follows:

WHEREAS the said Land Improvement Agreement contemplated certain
 works to be done and such works are hereinafter specified in Part I
 in Part I of the Second Schedule hereto as the works contemplated
 by the said Agreement but such works are to be completed.

WORK TO BE COMPLETED

Part I

A. COMPLETED WORK

	Total Cost	Board Share	Land Bank
2500 m Retirement Fence	16,700	10,000	6,700
5000 m Boundary Cattle-proofing			
2000 m Internal			
100 ha Overrowing Pasture			
River Protection Works	2,400	0	2,400

B. WORKS STILL TO BE COMPLETED

	Total Cost	Board Share	Land Bank
2100 m Boundary Fence Overriding	2,100	1,050	1,050
6500 m Boundary Cattle-proofing	2,900	1,450	1,450
2000 m Internal	2,100	1,050	1,050
5000 m Windbreaks	10,000	5,000	5,000
	17,100	8,550	8,550

134
 10-1-71
 7

C. NEW WORKS APPROVED TO BE COMPLETED	Est. Total Cost	Hours
66 ha Initial Overseeing		
119 ha Follow-up "	6,100	20
1300 ha Off-site Fencing	6,000	20
2660 m " " "	7,000	20
4160 ha Retirement Facilities	15,000	20
1900 m Internal Fence Maintenance	2,000	20
	37,000	

MODIFICATION TO PART II

(b) Delete

(c) Delete

(d) Delete

(e) (i) Block D1 and D2 (incorporating 2423 Fencing, etc.) containing 627 ha area to be closed off (as modified area dictated by the owner, including Fences, Fencing and alternative provision provided with financial assistance) is to be retained (over provision and construction of Fences, Pastoral Lease).

(ii) In future, cattle may be grazed on the area of Block D1 if it is not found to be determined affected the subjects for Block No. 2 (subject to the provisions of the Act) namely for construction of rail and the preservation of the erosion of rail.

(iii) The Owner to retain the Fences, Fencing (as modified) access to Blocks D1 and D2 by road, regarding established tracks, for the purpose of providing work or routine instructions.

(f) The Owner to be responsible for the design and construction of Blocks D1 and D2, except that should be required for the assistance with construction for maintenance of the Fences.

Handwritten signature or initials

IN WITNESS whereof these premises have been subscribed on this 13th day of June 1954 and year first before written.

I, Ian Alexander HARMEL, the Owner herein on behalf of himself and my successors in title do perform and accept the terms and conditions of this agreement.

SIGNED by the said
IAN ALEXANDER HARMEL
as Owner in the presence of:

[Signature]
[Signature]

THE COMMON SEAL OF THE COUNTY
CANTERBURY CATCHMENT BOARD
hereunto affixed in pursuance of
a resolution of the Board in the
presence of:

[Signature]
Chairman of the Board

[Signature]
Secretary

I, John Gordon ROUAT of Timaru, belonging to the County Canterbury Catchment Board DO HEREBY CERTIFY that the rights herein mentioned is one that is capable of registration and I do hereby authorize the registration of the said agreement upon the land above described in accordance with the provisions of Section 20 of the Soil Conservation and Rivers Control Act 1941.

[Signature]

THIS AGREEMENT made the 12th day of December 1973

BETWEEN the South Canterbury Catchment Board duly constituted under the Soil Conservation and Rivers Control Act 1941 (hereinafter called "the Board") of the one part and Ian Alexander MAXWELL, of Peel Forest (hereinafter "he" his executors, administrators and assigns called "the Owner") of the other part

WHEREAS the Owner is the owner/lessee of that parcel of land described in the First Schedule hereto (hereinafter referred to as "the said land").

AND WHEREAS it has been agreed by and between the Owner and the Board that certain works described in the Conservation Plan set out in the Second Schedule hereto (hereinafter called "the Works") be carried out for the control of erosion and the conservation of the soil on the said land and also to facilitate greater production on the said land AND WHEREAS the Board has agreed pursuant to Section 30 of the Soil Conservation and Rivers Control Act 1941 to make certain grants by way of subsidy to the Owner in respect of the works

AND WHEREAS the parties hereto desire to enter into a Land Improvement Agreement under subsection (3) of Section 30 and under Section 30A of the Soil Conservation and Rivers Control Act 1941

AND WHEREAS the terms of this agreement as hereinafter set out have been approved by the Soil Conservation and Rivers Control Council

NOW THEREFORE the parties hereto do hereby covenant and agree one with the other as follows:

1. IN consideration of the premises and of the covenants hereinafter contained and on the part of the Board to be observed and performed the owner will during the next four years carry out the works in accordance with the Conservation Plan and the Specifications described therein.
2. IN consideration of the premises and of the covenants hereinafter contained and on the part of the Owner to be observed and performed the Board will at its own expense subsidise the work carried out by the Owner in accordance with the Conservation Plan set out in the Second Schedule hereto and according to the Specifications therein in the proportions described in the aforementioned Conservation Plan.
3. UPON completion of any item of work referred to in the Second Schedule to the satisfaction of the Board the Board shall pay to the Owner the subsidy shown therein as payable in respect of that item.
4. THE Owner shall keep and maintain in good condition to the satisfaction of the Board the works and the areas affected by the Conservation Plan, for the term of this agreement which shall be for a period of ninety-nine years after completion of the works.

J.P.L. J.A.M. [Signature]

[Signature]

10/12/73

5. THE Owner shall when required supply all necessary information and data to the Board to enable it to compile grazing and production records of the said land as a means of evaluating the benefit derived from the Conservation Plan.

6. IT is agreed by the parties hereto that the Conservation Plan may be modified from time to time by agreement in writing between the parties.

7. THE Owner shall and will grant full power and authority to the Board, its Soil Conservators, Surveyors, Engineers, Employees, Workmen, Agents, Servants and Invitees with or without horses, carts, motor cars, trucks and other vehicles from time to time and at all times during the period of this Agreement to enter and remain upon such portions of the said land as may be necessary for the purpose of inspecting the progress and observing the results of the works and measures specified in the Conservation Plan or of carrying out any tests, surveys, bore or other works in connection with the Conservation Plan.

8. IF the Owner shall make default in the observance or performance of any covenant on his part hereinbefore contained and such default shall continue for a period of fourteen days after written notice thereof has been served on the Owner by the Board setting out the nature of such default and requiring the Owner to remedy the same then the Owner shall within seven days of demand being made on him by the Board pay to the Board the amount expended by the Board on the works up to the date of such default and such amount shall be recoverable by the Board in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

9. IT is hereby agreed by and between the parties that this Agreement is a Land Improvement Agreement under subsection (3) of Section 30 of the Soil Conservation and Rivers Control Act 1941 and that all the provisions of Section 30A of that Act shall apply to this Agreement.

J. O. L.

J. H. L.

B. M.

THE FIRST SCHEDULE

Part R.S.36722 "Rain Pools"
Block II, III, V and VI Mt Peel S.D.
Registered in Volume 329 Folio 04

Area: 6,647 acs 0 r 00 p

Part R.S.36722 Block 13
Mt Peel S.D.
Registered in Volume 443 Folio 05

Area: 4 acs 2 r 31.7 p

Canterbury Land District

Total Area: 6,651 acs 2 r 31.7 p

THE SECOND SCHEDULE -

PART I

	Est. Cost	Subsidy *
125 chains retirement fence	2,750	Grant
125 chains upgrading boundary fence	1,000	Grant
44 chains upgrading internal fence	660	Grant
290 chains boundary cattle proofing	1,160	1:1
299 chains internal cattle proofing	2,392	1:1
320 acres oversowing and topdressing	2,240	1:1
51 chains wind erosion control planting	1,020	2:1
River protection works	14,000	(3:1
		(+ 1/2 local
Fee 8%	2,018	(share
		Various
	\$37,240	

* Subsidy payout is less amount charged at 3 1/2% on soil conservation works and 7 1/2% on river protection works.

PART II

Conservation practices to follow the "Work" include modifications in management as outlined in the farm conservation plan.

Major modifications are outlined briefly as follows:-

- (a) (i) Block E.1, containing 709 acres more or less when fenced off and alternative grazing is provided, or a modified area (dictated by the most desirable fence line) with provision of alternative grazing, with financial assistance towards same, is to be retired from grazing and surrendered from the Pastoral Lease.
- (ii) In the future, cattle may be grazed on the lower margins of Block E.1, with the number and period of grazing to be as agreed upon between the Owner, Commissioner of Crown Lands and the Board.
- (iii) The Owner to grant the Crown, Board, or their agents access to Block E.1 by foot or vehicle over established tracks, for the purpose of carrying out work or routine inspections.
- (iv) The Owner to be responsible for the fences surrounding Block E.1, except that should damage be excessive,

J.P.L. JGH [Signature]

assistance with repairs may be negotiated with the Board.

- (b) Block B, containing 287 acres more or less, to be grazed with sheep for only half the growing season (cattle may be grazed over a longer period).
- (c) For Block B, containing 1,140 acres more or less, the Owner will give consideration in a second programme to, with financial assistance from the Board, dividing off the higher graded country, which will then be grazed as indicated for Block B in (b) above.
- (d) Increased numbers of cattle will be carried up to 200 cows and replacements, by 1975, which will be used to control rank growth and obviate the need for burning.
- (e) The Owner agrees to the Board's conditions as they pertain to "Wind Erosion Control" tree planting (copy attached) and in particular that soil fertility depleting grain crops will not be grown on the alluvial flats without first obtaining permission of the Board.
- (f) The Owner shall not exceed the limitation of stock numbers as agreed to from time to time with the Commissioner of Crown Lands without first consulting the Board.

.....

J.P.L.

J.H.H.

W.L.

IN WITNESS whereof these presents have been executed on the day and year first before written.

I, Ian Alexander MAXWELL, the Owner herein do hereby bind myself and my successors in title to perform and observe the terms and conditions of this agreement.

SIGNED by the said

Ian Alexander MAXWELL
as Owner in the presence of :

Ian Maxwell

[Signature]

Soil Conservator

THE COMMON SEAL OF
The South Canterbury Catchment Board
was herewith affixed
in pursuance of a resolution
of the Board in the presence of:



J. P. Lowe } Members of
the Board

J. G. Howe Secretary

I, Francis George HOWE of Timaru, Secretary to the South Canterbury Catchment Board DO HEREBY CERTIFY that the within written Agreement is one that is capable of registration and I do hereby apply for the registration of the said Agreement against the land above described in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1931.

J. G. Howe
Secretary

... shall be across the direction of the principal eroding wind.

.....

AGREEMENT - SUBSIDY RATE 2:1
SOUTH CANTERBURY CATCHMENT BOARD
WIND EROSION CONTROL

Job No. _____

Subsidy on tree planting for the purpose of soil conservation
Conditions of subsidy and carrying out of work.

1. The areas whereon tree planting may be subsidised must be such that soil has been or may be lost through action of wind.
2. The subsidy is applicable only to the planting and protection from stock by fencing of trees which have a soil conservation value.
3. The subsidy is not applicable to planting trees for stock shelter or to the maintenance of existing plantations.
4. Upon receipt of an application the area will be inspected and an estimate of the cost of the proposed work prepared by an officer of the Board. After approval of the application, the Board will advise the applicant who may then proceed with his own labour and materials to the value of the approved estimate and in accordance with the approved specifications.
5. Work not provided for in the original specification will not be eligible for subsidy.
6. When the subsidised work is completed the applicant will advise the Board and an inspection of the area will be made. If the work has been carried out in accordance with the specifications approval will be given for the payment of the subsidy.
7. The Board shall deduct an ancost fee of 3 1/2% based on the actual completed cost of the work. This fee shall be deducted from the subsidy money payable to the applicant.
8. The Board reserves the right to withdraw any approval at any time prior to the commencement of the approved work.
9. The Board does not assume any responsibility for any damages arising out of the execution of the work or for the maintenance of the trees and fencing.
10. Where in the opinion of the Board such is necessary, provision shall be made for reasonable protection from fire.
11. The applicant agrees to provide the necessary labour and trees for the replacement of trees that die.
12. The applicant agrees to the Board withholding 25% of the subsidy money payable until the necessary blanking has been carried out to the satisfaction of the Board.
13. The applicant agrees to undertake all necessary care and maintenance of the trees and fences and to permit the Board's representatives at any reasonable time to inspect the area involved.
14. The applicant agrees not to cut down these trees without a written permit from the Board.
15. The applicant agrees not to "top" the trees without the written consent of the Board. The trimming of lateral branches may be undertaken from time to time without the consent of the Board.
16. Management of the soil and vegetation on the parcel of land subject to wind erosion where windbreak treeplanting is subsidised at a 2:1 rate. A combination of some of the following practices appropriate to the locality are agreed upon and will be carried out.
 - 16.1 The line of final cultivation (at various stages) shall be across the direction of the principal eroding wind,

.....

16.2 Surface cultivation shall be practiced to a suitable depth using such types of implements as chisel ploughs, discs, cultivators, so as a cover of vegetative residue is maintained on the surface.

16.3 The soil shall not be worked to too fine a condition of tilth but a sufficient roughness of surface shall be retained to reduce the hazard of wind erosion and encourage moisture retention.

16.4 After a crop or pasture is sown the soil shall be left with an uneven surface by the use of light harrows as the final operation.

16.5 Chemical cultivation shall replace cultivation with implements.

16.6 Crop residues shall not be burnt.

16.7 The soil shall be bare of vegetation for a minimum of time between crops or the renewal of pastures.

16.8 The rotation of crops and pastures shall be designed to maintain and improve the soil structure.

16.9 In region J (gorges) permission of Board to be obtained prior to growing grain or soil fertility depleting crops.

17. The applicant agrees that this agreement is to bind his successors in title and the applicant is to give notice thereof to his successor and shall advise the Board of any change in ownership or occupancy of the land.

18. The applicant agrees that if he transfers his property in any way, he will refund the amount of subsidy unless the transferee is prepared to enter into a similar agreement with the Board.

19. The trees remain the property of the owner.

20. The applicant agrees to refund the amount of the subsidy to the South Canterbury Catchment Board if any of the conditions specified above are not carried out.

21. The land to which the above conditions apply is detailed in the following legal description of the property:

I agree to the above conditions.

Signature of Applicant: _____

Date: _____

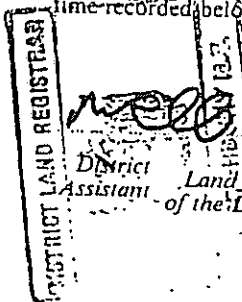
Correct for the purposes of the Land Transfer Act

Solicitor for Transferee

I hereby certify that Part IIA of The Land Settlement Promotion and Land Acquisition Act 1952 does not apply to the within transaction.

Solicitor for the Transferee

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



TRANSFER

AO 51323/1
11.46 13.MAY93 A 051323
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST. LAND REGISTRAR

529/84 - GRANTING A RIGHT TO CONVEY
WATER OVER PART HERETO APPURTENANT
TO P. R. S. 36722 (443/45)
ALN.
143/95 - GRANTING A RIGHT TO CONVEY
WATER OVER PART HERETO APPURTENANT
TO P. R. S. 36722 (443/45)
ALN.
ALN.

Tripp Rolleston & Co
Solicitors
TIMARU

Approved by the Registrar-General of Land, Wellington. No. 065547

A51323-1 TE

NEW ZEALAND

MEMORANDUM OF TRANSFER

.....Canterbury..... Land Registry Office

WHEREAS HER MAJESTY THE QUEEN

Grantor is
(hereinafter called the ~~Transferor~~) being registered as proprietor of an estate set out in the schedule below subject to such interests as are therein notified.

SCHEDULE A

ESTATE:	FEE SIMPLE	LEASEHOLD	LEASE	MORTGAGE	ENCUMBRANCE
		(Delete those which do not apply)			
C.T.		AREA		LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION OR DOCUMENT NO.	
529/84		2689.9454 ha		Part Rural Section 36722 "Rata Peaks" situated in Blocks II, III, V and VI Mount Peel Survey District now described as Run 302 "Rata Peaks"	

ENCUMBRANCES, LIENS AND INTERESTS

SUBJECT TO: Pastoral Lease number P70 and subject to T 733250 and M 815059/7,8

(hereinafter called the "servient tenement")

AND WHEREAS MALCOLM REGINALD BRUCE TAYLOR of Fairlie, Farmer and JANET MARGARET TAYLOR his wife (hereinafter referred to as "the lessees") are seized of an estate for a term of years in all that piece of land above described and by virtue of the said Pastoral Lease number P70 from the Grantor subject to the easements, covenants, restrictions, conditions as set out on the Title.

AND WHEREAS MARION EDITH MAXWELL of Peel Forest, Married Woman (hereinafter referred to as "the Grantee") is seized of an Estate in Fee Simple in all that parcel of land containing 1.9012 hectares or thereabouts situated in Block II of the Mount Peel Survey District being part of Rural Section 36722 and being all the land comprised and described in Certificate of Title Volume 443 Folio 95

(hereinafter called "the dominant tenement")

AND WHEREAS the Grantor and the Lessees have agreed that the Grantee should be granted as and in the nature of an Easement appurtenant to the dominant tenement the right to take water from the stream situated on the Servient Tenement upon the conditions and in the manner as hereinafter described NOW THEREFORE IN PURSUANCE of the said agreement and in pursuance of Section 60 of the Land Act 1948 the Grantor HEREBY TRANSFERS AND GRANTS to the Grantee as and in the nature of an easement the right to convey water by means of covered line of pipes and water race as marked A - B and C - D on Survey Office Plan 18458 and the rights and powers implied in favour of the Grantee by virtue of Section 90D of the Land Transfer Act 1952 in so far as they are implied for the present type of easement to the intent that this easement shall forever be appurtenant to the dominant tenement PROVIDED HOWEVER that the rights and powers implied in favour of the Grantee by virtue of Section 90D of the Land Transfer Act 1952 are hereby varied modified or added to as follows;

(1) That the construction maintenance repair or replacement of the pipe line and water race or any part thereof shall be the sole liability of the Grantee who shall not at any time make any claim from the Grantor and lessees for any cost or expense incurred in this regard (except in the event that such cost arises from the Grantee or the Lessee being in breach of the provisions of the following clause no. 2).

AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED by and between the parties hereto

(2) That nothing herein shall on the part of the Grantor or Lessees guarantee the maintenance and the repair of or the flow of water in the said pipe line and water race PROVIDED HOWEVER that neither the lessees nor Grantor will divert the flow of water along the pipe and water race and that the lessees and Grantor will at all times permit the free and uninterrupted flow of water along the said pipes and water race and will keep the pipes and water race well clear of all obstruction and will not do or suffer to be done any act or thing which shall hinder or prevent or contaminate the flow of water.

(3) That nothing in this Transfer shall be construed as limiting the Grantor or Lessee's right to draw water from the said stream.

EXECUTED this 8th day of

April

1991.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, ROBERT SIDNEY TODD WEBBER of TIMARU
(full name) (Town/City)
in New Zealand BRANCH MANAGER **HEREBY CERTIFY**
(Position in the Bank)

1. THAT by Deed dated the 13th day of October 1989 copies of which are deposited in the Land Transfer Offices at:


Auckland	as No. CO56526.1F
Blenheim	as No. 149027
Christchurch	as No. 835092.1
Dunedin	as No. 740456
Gisborne	as No. G 176546.1
Hamilton	as No. H 910602
Hokitika	as No. 083778
Invercargill	as No. 167718.1
Napier	as No. 517938.1
Nelson	as No. 292639
New Plymouth	as No. 365386
Wellington	as No. B 039320

The Rural Bank Limited (formerly Rural Banking and Finance Corporation of New Zealand Limited as is evidenced by No. C917710 (~~CANTERBURY~~ Registry) an incorporated company having its registered office at Wellington (hereinafter called "the Bank") appointed me its Attorney with the powers and authorities specified in the said Deed.

2. THAT at the date hereof I am BRANCH MANAGER
of the Bank. (Position in the Bank)

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 Bank or otherwise.

SIGNED at TIMARU
this 12th day of April
1991



The National Bank of New Zealand Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY



THOMAS DAVID ERIKSON

of Christchurch in New Zealand

a Deputy Senior Manager Branch Lending
Zealand Limited hereby certify:-

of The National Bank of New

- That by Deed dated the 21st day of July 1988 deposited in the Lands and Deeds Registry Office at Wellington as No. 940072.1 and whereof a copy is deposited in the Lands and Deeds Registry Office at:

Auckland	as No. 8881593.1	Hokitika	as No. 079957
Blenheim	as No. 142597	Invercargill	as No. 154676.1
Christchurch	as No. 760060	Napier	as No. 497340.1
Dunedin	as No. 709926	Nelson	as No. 281208.1
Gisborne	as No. 171633.1	New Plymouth	as No. 352961
Hamilton	as No. 817208		

The National Bank of New Zealand Limited (hereinafter called "the Bank") did constitute and appoint such person as may for the time being be appointed by the Bank to act as the Chief Executive of the Bank to be the Attorney of the Bank with the powers and authorities set out in clauses 1 to 15 of the Deed.

- THAT by the same Deed the Bank constituted and appointed each and every person for the time being appointed by the Bank to act as:

- (i) a Deputy Chief Executive of the Bank;
- (ii) a General Manager of the Bank;
- (iii) a Deputy General Manager of the Bank;
- (iv) a Regional Manager of the Bank;
- (v) an Assistant General Manager of the Bank;
- (vi) the Chief Manager Lending of the Bank;
- (vii) a Senior Manager Corporate Banking of the Bank;
- (viii) a Senior Manager Branch Lending of the Bank;
- (ix) a Deputy Senior Manager Branch Lending of the Bank;
- (x) the Manager Lending Administration of the Bank;
- (xi) the Company Secretary of the Bank;
- (xii) the Chief Financial Officer of the Bank;

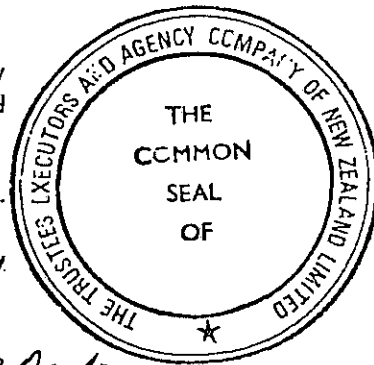
to be the Attorney of the Bank with the powers and authorities specified in clause 12 of the Deed (which relates, among other things, to the execution of documents).

- THAT I am a Deputy Senior Manager Branch Lending of the Bank and as such am a person for the time being entitled to exercise the powers and authorities specified in clause 12 of the said Deed.
- THAT at the date hereof I have not received any notice of the winding-up of the Bank or other revocation of the said Deed.

Dated at Christchurch this 29th day of April 19 91

THE TRUSTEE EXECUTORS an Agency Company of New Zealand Limited as Mortgagee under Mortgage number 815059/9 HEREBY CONSENTS to the within Transfer.

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



[Signature] SECRETARY
[Signature] Authorised Signatory

SIGNED by the said MALCOLM)
REGINALD BRUCE TAYLOR)
in the presence of:)

MBC Taylor

R. Chapman J.P.
Pyes Road
Grauldine
8-11-91

SIGNED by the said)
JANET MARGARET TAYLOR)
in the presence of:)

J. M. Taylor

R. Chapman J.P.
Pyes Road
Grauldine
8th April 1991

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

[Signature]

Bullen
Pastoral Administration Officer
Department of Survey and Land Information
Wellington

SIGNED by the said)
MARION EDITH MAXWELL)
in the presence of:)

M.E Maxwell

[Signature]
C.C. WRIGHT
SOLICITOR
TIMARU

It is hereby certified that the instrument(s) herein referred to 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 1953.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

It is hereby certified that The Rural Banking and Finance Corporation of New Zealand Limited has changed its name to The Rural Bank Limited as is evidenced by No C917710 (Canterbury Registry).

THE RURAL BANK LIMITED as Mortgagee under Mortgage number 815059/7 HEREBY CONSENTS to the within Transfer

SIGNED by the RURAL BANK LIMITED by its Attorney in the presence of:)

ROBERT SIDNEY TODD WEBBER

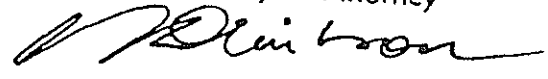


G Jack
BANK OFFICER
TIMARU

THE NATIONAL BANK OF NEW ZEALAND LIMITED as Mortgagee under Mortgage number 815059/8 HEREBY CONSENTS to the within Transfer.

The National Bank of New Zealand Ltd
By its attorney THOMAS DAVID ERIKSON
in the presence of

The National Bank of New Zealand Limited by its Attorney



BANK OFFICER CHRISTCHURCH

MARGARET SARGINSON as Mortgagee under Mortgage number 815059/9 HEREBY CONSENTS to the within Transfer

SIGNED by the said MARGARET SARGINSON in the presence of:)

M. Sarginson

[Signature]
The Trustees Executors & Agency Co. of N.Z. Ltd
[Signature]

IAN DAVID SCOTT as Mortgagee under Mortgage number 815059/9 HEREBY CONSENTS to the within Transfer

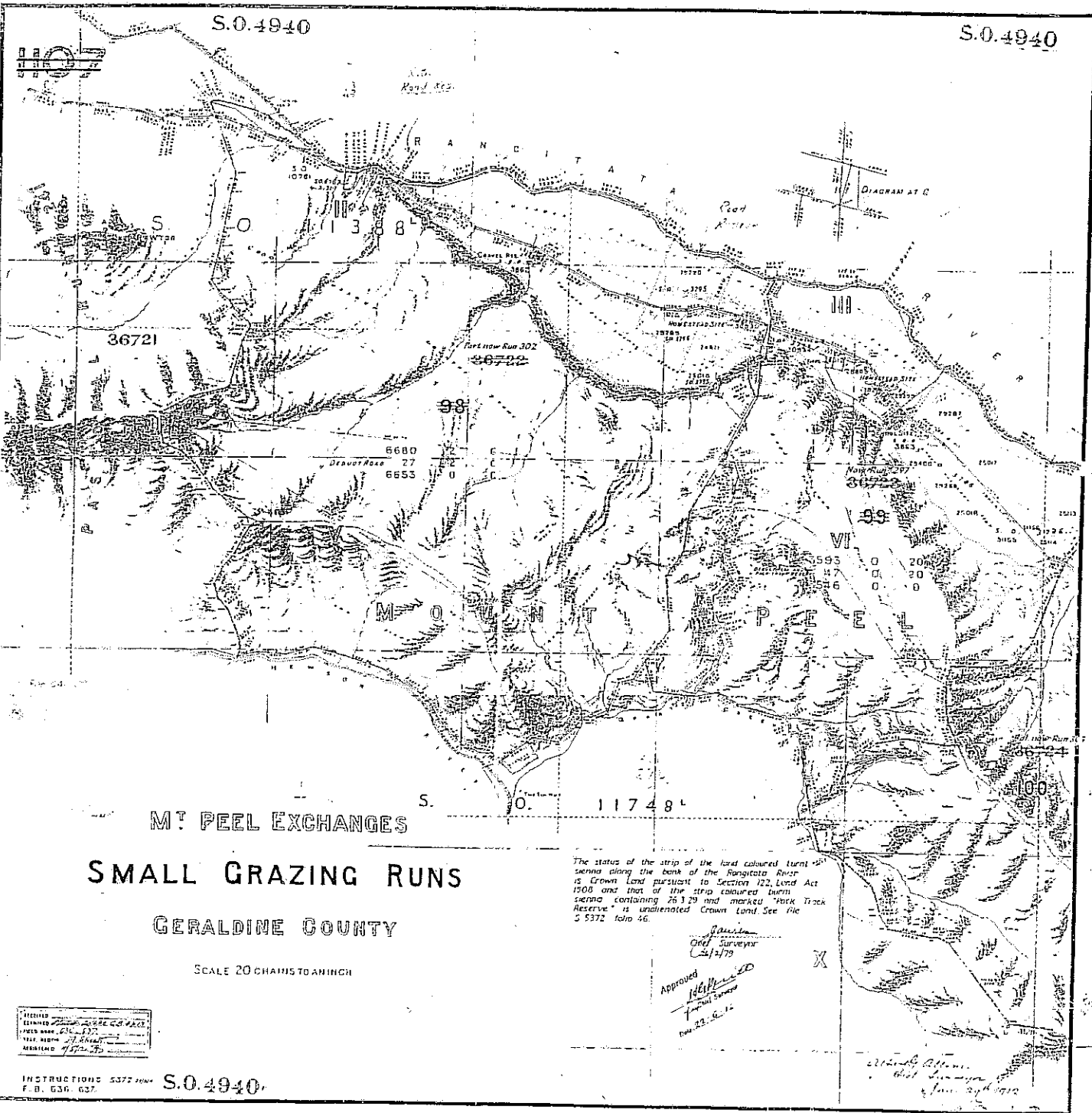
SIGNED by the said IAN DAVID SCOTT in the presence of:)



[Signature]
Insurance Agent
11 Fox Street
Alexandria

S.O. 4940

S.O. 4940



Mt PEEL EXCHANGES

SMALL GRAZING RUNS

GERALDINE COUNTY

SCALE 20 CHAINS TO AN INCH

The status of the strip of the land coloured burnt sienna along the bank of the Rongitoto River is Crown Land pursuant to Section 22, Land Act 1900 and that of the strip coloured blue sienna containing 26 329 and marked "Stock Track Reserve" is undesignated Crown Land. See file S 5372 1010 46.

Approved
18/6/79
T. J. [Signature]
22. 6. 79

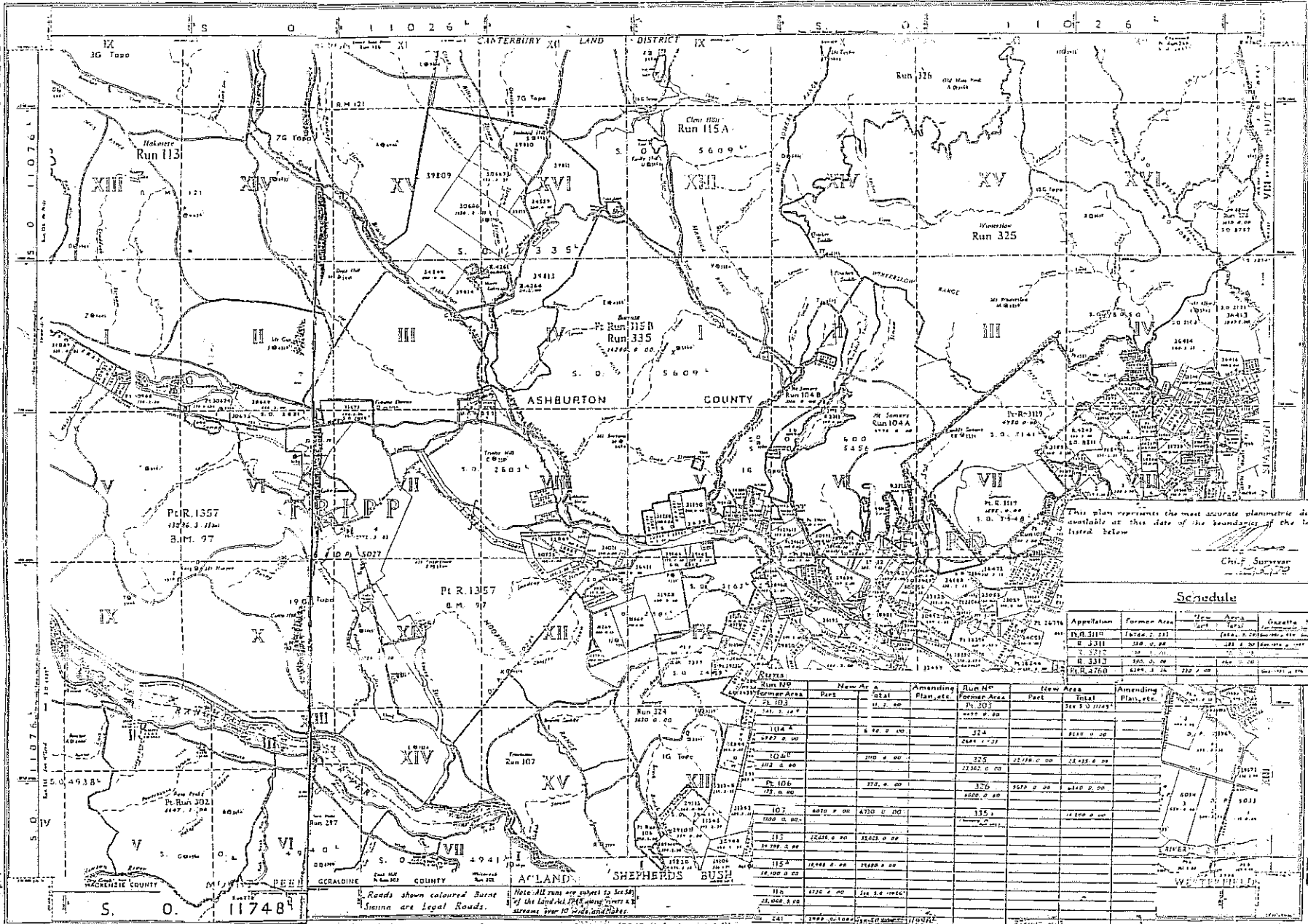
X

18/6/79
T. J. [Signature]
22. 6. 79

DESIGNED	22. 6. 79
ENGINEER	22. 6. 79
FIELD WORK	22. 6. 79
PLAN DRAWN	22. 6. 79
REVISION	22. 6. 79
APPROVED	22. 6. 79

INSTRUCTIONS 5377 1964 S.O. 4940
F. D. 636 637

S.O. 11388

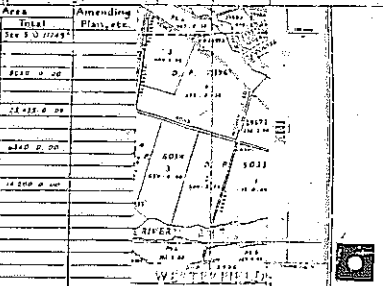


This plan represents the most accurate planimetric definition available at this date of the boundaries of the lands listed below
Chief Surveyor

Schedule

Appellation	Former Area	New Area	Gasette Number
Pt R. 1357	10,226.2 0/100	10,226.2 0/100	11,279
Pt R. 1357	316.0 0/100	316.0 0/100	11,280
Pt R. 1357	562.0 0/100	562.0 0/100	11,281
Pt R. 2760	4,387.2 20	772.2 00	11,282

Run No	New Area	Amending Plan, etc.	Run No	New Area	Amending Plan, etc.
Run 124	1410 0 00		104	5 88 0 00	
106	270 0 00		105	113 0 00	
107	270 0 00		106	107 0 00	
108	1470 0 00		107	1470 0 00	
109	1470 0 00		108	1470 0 00	
110	1470 0 00		109	1470 0 00	
111	1470 0 00		110	1470 0 00	
112	1470 0 00		111	1470 0 00	
113	1470 0 00		112	1470 0 00	
114	1470 0 00		113	1470 0 00	
115	1470 0 00		114	1470 0 00	
116	1470 0 00		115	1470 0 00	
117	1470 0 00		116	1470 0 00	
118	1470 0 00		117	1470 0 00	
119	1470 0 00		118	1470 0 00	
120	1470 0 00		119	1470 0 00	
121	1470 0 00		120	1470 0 00	
122	1470 0 00		121	1470 0 00	
123	1470 0 00		122	1470 0 00	
124	1470 0 00		123	1470 0 00	



24 2 MS 137
SHEET
S.O. 11388

REFERENCES

11388	11388
11389	11389
11390	11390
11391	11391
11392	11392
11393	11393
11394	11394
11395	11395
11396	11396
11397	11397
11398	11398
11399	11399
11400	11400
11401	11401
11402	11402
11403	11403
11404	11404
11405	11405
11406	11406
11407	11407
11408	11408
11409	11409
11410	11410
11411	11411
11412	11412
11413	11413
11414	11414
11415	11415
11416	11416
11417	11417
11418	11418
11419	11419
11420	11420
11421	11421
11422	11422
11423	11423
11424	11424
11425	11425
11426	11426
11427	11427
11428	11428
11429	11429
11430	11430
11431	11431
11432	11432
11433	11433
11434	11434
11435	11435
11436	11436
11437	11437
11438	11438
11439	11439
11440	11440
11441	11441
11442	11442
11443	11443
11444	11444
11445	11445
11446	11446
11447	11447
11448	11448
11449	11449
11450	11450
11451	11451
11452	11452
11453	11453
11454	11454
11455	11455
11456	11456
11457	11457
11458	11458
11459	11459
11460	11460
11461	11461
11462	11462
11463	11463
11464	11464
11465	11465
11466	11466
11467	11467
11468	11468
11469	11469
11470	11470
11471	11471
11472	11472
11473	11473
11474	11474
11475	11475
11476	11476
11477	11477
11478	11478
11479	11479
11480	11480
11481	11481
11482	11482
11483	11483
11484	11484
11485	11485
11486	11486
11487	11487
11488	11488
11489	11489
11490	11490
11491	11491
11492	11492
11493	11493
11494	11494
11495	11495
11496	11496
11497	11497
11498	11498
11499	11499
11500	11500

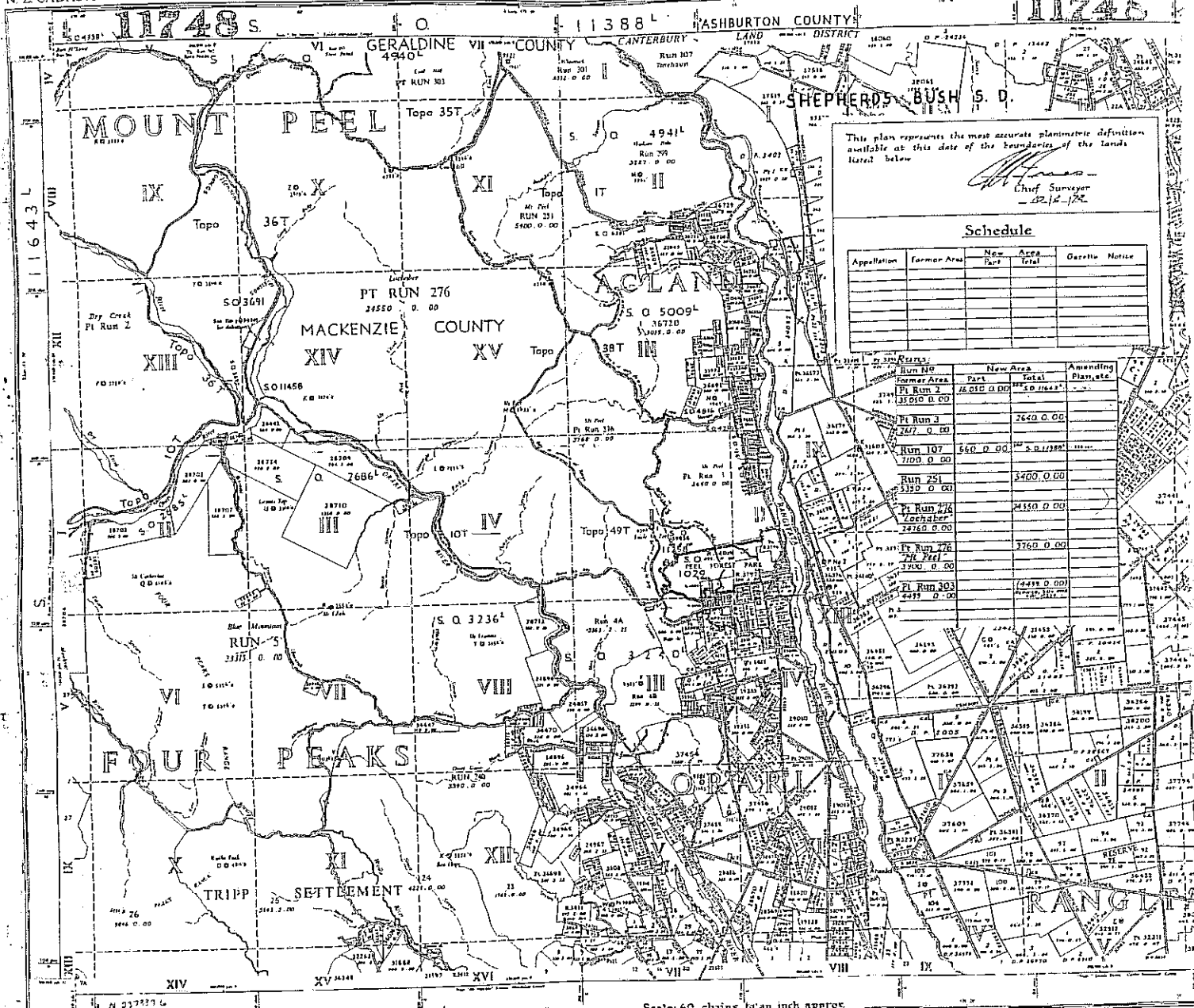
Scale 60 chains to an inch (Approx)
Scale 1:6360 (4 Inch to 1 Mile)
Note: All runs are subject to Section 3 of the Land Act 1949. Every acre shown over 10 rods and 600 ft.

11388

RELEASED UNDER THE OFFICIAL INFORMATION ACT

MOUNT PEEL

11748



This plan represents the most accurate planimetric definition available at this date of the boundaries of the lands listed below

W. J. ...
Chief Surveyor
— 32.12.1922

Schedule

Appellation	Former Area	New Area	Area Total	Gazette Notice

Run No.	Former Area	New Area	Amending Plan, etc.
Pt Run 2	35050 0 00	36070 0 00	50 1662
Pt Run 3	767 0 00	767 0 00	
Run 107	7100 0 00	560 0 00	5.0 1138
Run 251	3350 0 00	3400 0 00	
Pt Run 276	28260 0 00	28260 0 00	
Pt Run 276	3760 0 00	3760 0 00	
Pt Run 283	4499 0 00	4499 0 00	

Scale: 60 chains to an inch approx.

Scale: 1:63360 (1-Inch-to-1-Mile)

All Runs subject to Sec 58 Land Act 1948 along rivers and streams over 10 feet wide and lakes over 20 acres.

Roads shown coloured Burial Stations are legal

REVISIONS

No.	Date	Description
1	1922	Original
2	1923	...



INDEX TO SLAVEY DISTRICTS AND ADJOINING SHEETS

S 10	S 31	S 12
S 90	S 91	S 92
S 101	S 102	S 103

PRINTED FROM SURVEY RECORDS

NO 177 MOUNT PEEL SHEET 501

1922-1923

1924-1925

1926-1927

1928-1929

1930-1931

1932-1933

1934-1935

1936-1937

1938-1939

1940-1941

1942-1943

1944-1945

1946-1947

1948-1949

1950-1951

1952-1953

1954-1955

1956-1957

1958-1959

1960-1961

1962-1963

1964-1965

1966-1967

1968-1969

1970-1971

1972-1973

1974-1975

1976-1977

1978-1979

1980-1981

1982-1983

1984-1985

1986-1987

1988-1989

1990-1991

1992-1993

1994-1995

1996-1997

1998-1999

2000-2001

2002-2003

2004-2005

2006-2007

2008-2009

2010-2011

2012-2013

2014-2015

2016-2017

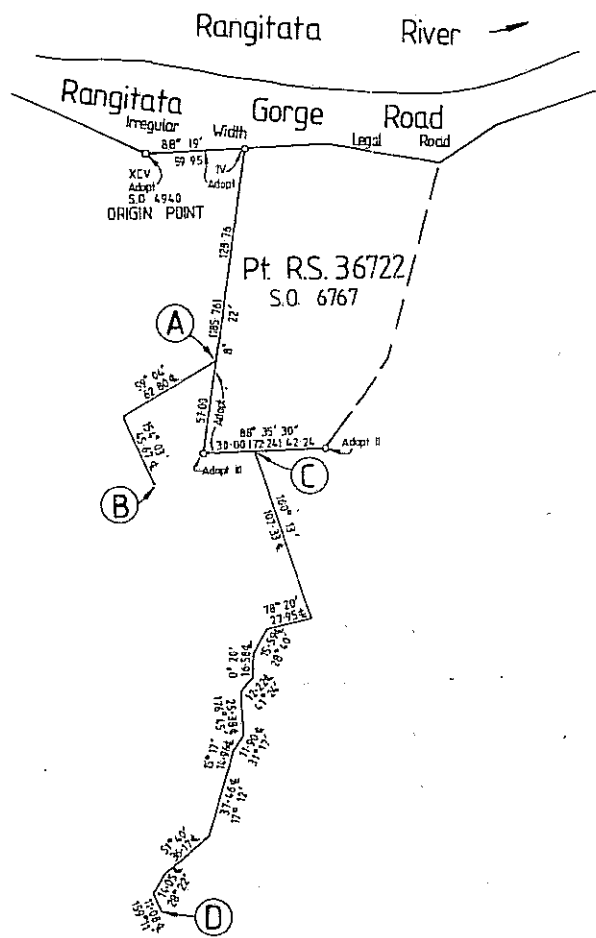
2018-2019

2020-2021

11748

11748

777 500 N



RATA PEAKS
Pt. Run 302
S.O. 11388
C.L. 529/84

777 000 N

297 500 E

298 000 E

Approvals Approved

M. R. B. Taylor *M.R.B. Taylor*

J. M. Taylor *J.M. Taylor*

Lessees

Signed by Landcorporation Limited

Approved for and on behalf of the Crown by Norman Trevor Kerr pursuant to a delegation under Section 17.B Survey Act 1986.

District Manager
Schedule of Easement

Nature	Servient Tenement		Dominant Tenement
	Lot N ^o	Shown	
Right to Convey Water	Pt. Rs. 302	A - B	Pt. R.S. 36722 (C.T. 443/95)
		C - D	

Note: All adoptions are from S.O. 6767 (unless shown otherwise)
BEARING DATUM: C-trustal
ORIGIN OF BEARINGS: S.O. 6767
CO-ORDINATE DATUM: Cadastral
TIMARU CIRCUIT CO-ORDINATES
CIRCUIT ORIGIN: MOUNT HORRIBLE 7000000 m N 3600000 m E
FROM S.O. 4940
ORIGIN POINT XCV S.O. 4940

TABLE OF CO-ORDINATES

MARK	NORTH	EAST
XCV S.O. 4940	777 357.04	297 614.61

Total Area

Comprised in C.L. 529/84

L. Russell George Finlay
Registered Surveyor and holder of an annual practising certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act (1968) hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.
Dated at Timaru N.Z. the 28 day of May 1989 Signature *[Signature]*

Field Book p. Traverse Book p.
Reference Plans S.O. 4940, 6767, 11388

Examined *[Signature]* Correct

Approved as to Survey

21/11/90 *R. Maculloch*
Deputy Chief Surveyor

Deposited this day of 19

District Land Registrar

File Received Instructions 29.10.90

S018458

LAND DISTRICT Canterbury
SURVEY BLK. & DIST. II Mount Peel
NZMS 261 SHT J. 36 RECORD MAP No 10000/5:3

Proposed Easements Over
Pt. Run 302

TERRITORIAL AUTHORITY Timaru District
Surveyed by Milward Finlay Lobb & Bell 1983/84
Scale 1:2000 Date December 1989

RELEASED UNDER THE OFFICIAL INFORMATION ACT