

Crown Pastoral Land Tenure Review

Lease name : RIBBONWOOD

Lease number : PO 247

Due Diligence Report (including Status Report)

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

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

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

December

05

DUE DILIGENCE REPORT

CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

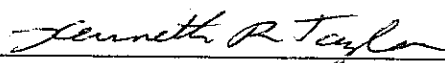
File Ref: Po247 Report No: AT1032 Report Date: 14 June 2001
 LINZ Ref: 12525
 Office of Agent: Alexandra LINZ Case No: TR02/5 Date sent to LINZ: 14/6/01

RECOMMENDATIONS:

- (1) That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the PRE Tenure Review Assessment Standard.
- (2) That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions which require action by the Manager of Crown Property Contracts.
 - ~~2.1 The Status Check area of the property is given as 7289.5091 ha which differs from the lease document area and that used in all file data to date being 7289.6025 ha. The reason for this difference could not be identified by this Due Diligence report. Confirmation of this corrected area and notification to the District Land Register appears warranted.~~
 - 2.2 The topographical map shows two huts in the Ahuriri Valley and three buildings alongside Quailburn Road in the vicinity of the proposed Telecom New Zealand easement. Ownership of these could not be verified from file search. Their ownership and status is unknown

Signed by Knight Frank (NZ) Limited:


 P Diver:


 Manager:

AS AMENDED

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


 Name: MICHAEL JOHN TODD

Date of decision: 3 JULY 2001

(1) Details of lease:

Lease Name: Ribbonwood

Location: The property is located northwest of Omarama in South Canterbury. It straddles the Diadem Range from the Ahuriri River in the west. The homestead is located on the western flats alongside Quailburn Road.

Lessee: Maree Caroline Horo

Tenure: Pastoral lease under the Land Act 1948 and Crown Pastoral Land Act 1998. Pastoral Lease number 247.

Term: 33 years from 1 July 1991 to 30 June 2024.

Annual Rent: \$5,400 (*ex GST*).

Rental Value: \$360,000

Date of Next Review: 1 July 2002

Land Registry Folio Ref: CL A2/1131 (*Otago Registry*).

Legal Description: Section 3 Block VII, Ohau Lake Survey District, Run 532 situated in Ahuriri, Ohau Lake and Longslip Survey Districts being all the land contained in Instrument of Title CL A2/1131 (*Otago Registry*).

Area: 7289.5091 ha (*from Status Check*).

(2) File Search:**Files held by LINZ Christchurch:**

<i>File Reference</i>	<i>Volume</i>	<i>First Folio</i>	<i>Date</i>	<i>Last Folio</i>	<i>Date</i>
Po247	1	1	16/05/1916	175	22/11/1959
Po247	2	176	11/11/1959	280	26/06/1970
Po247	3	281	03/07/1970	414	11/04/1979
Po247	4	415	19/04/1979	535	16/07/1984
3/13/20/20 SDN	1	1	30/08/1977	11	14/12/1978
7900/03/P247-1-DDN	1	<i>No number</i>	1/07/2000	<i>No number</i>	6/07/1992
CPLO/04/11/1525-2CH	<i>Advised by LINZ contains no data relevant to tenure review</i>				

Files held by Agent in Alexandra on behalf of LINZ:

<i>File Reference</i>	<i>Volume</i>	<i>First Folio</i>	<i>Date</i>	<i>Last Folio</i>	<i>Date</i>
Po247	5	536	17/12/1984	696	27/03/1988
Po247	6	1	18/06/1997	67	25/05/2000
Po247	7	1	14/07/2000	13	06/11/2000

Additional Files Searched:

<i>File Reference</i>	<i>Volume</i>	<i>First Folio</i>	<i>Date</i>	<i>Last Folio</i>	<i>Date</i>
RP049 <i>(Recreation Permit)</i>	No Numbers		12/07/1995		04/04/2001

With the exception of a very few missing folios the records are complete. Confidence is held that all-important data has been searched.

Benmore Station was cut up for closer settlement in 1916 but some 12000 acres of land was planned for future forestry. It was decided to lease this land on a temporary basis (*year to year*) in seven lots to ensure use of the land and rabbit control. They were leased on a year by year public tender basis.

In 1916 David Charles Aubrey drew Lot 2 Licence No 2656 Section 2 (*3799 acres*) of the forest reserve. In 1919 he transferred this to his brother Arthur Lefevre Aubrey.

The other lots were taken up by Ireland (*No 2656c*), Franklin (*.2657c*) and Woods (*3524NE*) and others.

Little file data exists up until 1928 when Robert Kay Franklin attempted to transfer Licence No 2656 directly to Arthur Aubrey. This was found to be contrary to the public tendering system but the question of rationalising the temporary licences was investigated.

In 1930 the Land Board decided to keep the temporary licence system over the Afforestation Reserve

In 1935 Mr Ireland held SGR 765 being Run 532 (*the present hill country of Ribbonwood*) and the Land Board debated the merits of dividing Lot 2 into two equal sections giving one to Ireland and giving a more permanent tenure, but decided against it after head office objections. In 1936 however the Board approved the division of Lot 2 and granted Franklin a SGR lease on Run 670 (*1910 acres*). As a result of survey this was defined as 1896 acres.

This was granted for 21 years from 1 March 1937.

Mr Franklin ran the property in conjunction with 816 acres of freehold land near Kurow.

In 1953 he applied to transfer both Run 532 and Run 670 to a company trust but later in 1954 withdrew the request.

The property was sold to James Stuart Dick in 1954.

An escaped fire on Quailburn occurred in 1954 and burned some 2000 acres on Ribbonwood that caused much neighbour friction and went to litigation.

In 1955 the Benmore Rabbit Board approached the CCL for permission to fence off and sub-lease approximately 6 acres of land alongside the Quailburn Road on the southern boundary for a board house. Landowner approval was held. The CCL recommended that instead of a sub-lease the area be vested in the Board. Nothing further happened and no action could be found on file. It is presumed that the Board changed its mind. Nothing is registered on the lease related to this.

The SGR licences expired in 28.2.1958 (*Run 670*) and 28 February 1959 (*Run 532*). The proposal was put to Mr Dick to issue one pastoral lease to cover both. After initial resistance he accepted this and the current pastoral lease was issued. This was over 18011 acres for 33 years from 1 July 1958.

In 1960 a 2 acre section of UCL land in the Southwest corner of Run 670 was incorporated into the lease with no change of rental or stock limitation.

The property was put to public auction in 1965 but passed in.

In 1966 Mr Dick undertook a Conservation Farm Plan with the Waitaki Catchment Commission, the first stage being the fencing out of eroded lands in the centre of the property, alternative grazing development, conservation fencing and tree planting. A State Advances Loan was taken out to fund development. The 6280 acre retired area was to be destocked then go to a Pastoral Occupation Licence under a unregistered agreement with the Catchment Commission. The future status of the land was to cause much debate in the coming years between Lands Board Policy, Soil Conservation and Rivers Control, Field Officer opinion, Waitaki Catchment Commission and the owners.

A personal stock exemption was applied for in 1969 and granted being 8500 sheep (*including not more than 3600 breeding ewes*) 500 cattle (*including not more than 350 breeding cows*).

In 1969 Mr Dick applied for the reclassification of the lease. In 1970 he was offered a reclassification of Run 670 and Section 1 only with Run 532 to remain as pastoral lease. The owner refused the offer of partial reclassification. He offered to surrender the retired land from the lease if given reclassification of the whole lease.

In 1970 Mr Dick sold half share in the property to his son Robert Stuart Dick and in 1973 the balance to him in trust for his family.

Conservation works inspections in the early 1970's saw renewed discussions on the future tenure of the "Retired Block".

By 1975, with the Land Settlement Board unwilling to accept the issue of a POL with a nil grazing clause, the Waitaki Catchment Commission not supporting UCL and lessee reluctant to surrender the land, the situation bogged down. The opinion was that as the CCL was not a party to the agreement the surrender from the lease was not enforceable. A POL over the now reduced 1000 ha for 5 years as per the original agreement was drafted. A 1976 the Land Settlement Board (*Case 8901*) approved the offering of a POL for five years with a nil stock limitation and that the pastoral lease be altered by the insertion of a clause prohibiting the running of wethers on the property.

The no wether clause was objected to by the lessee and later rescinded by the Land Settlement Board and replaced by the need to obtain the CCL's consent. The preparations for the registration of the POL were held up awaiting survey.

In 1975 the Waitaki Catchment commission carried out high altitude re-vegetation tree planting on Ribbonwood financed on a 3 to 1 basis by the Waitaki Catchment Commission and lessee with some labour supplied by field officers of the Lands and Survey Department.

A second stage Conservation Plan was drafted involving the retirement of a further 80 ha of land, off-site works, windbreak planting and river works.

Soil Conservation and Rivers Control approval was given subject to the 80 ha being surrendered from the title.

In 1977 a new airstrip was constructed without permission and a reprimand letter sent.

In 1978 an application for rent remission was made on the grounds of hawkweed invasion and the high cost of his local share for development. This was refused.

In 1979 the Waitaki Catchment Commission enquired as to why the POL had not been removed from the lease. The reply was to the effect that the 5 year POL had been issued over 1050 ha in 1 July 1976 with nil stocking but could not be registered until a survey is completed.

In 1979 the lease was transferred to Colin Currie Mckay, as half share and his wife Gwenda Elizabeth, and Robert Cameron White as half shares (*as trustees for a Family Trust*).

In investigating the process of surrender of the 1050 ha POL it was found to still not be surveyed and hence not registered on the lease and the new owner was unaware of its existence. A letter outlining the agreement with Dick and asking the new owner to give signed agreement to the surrender was sent (*Folio 440*). Mr Mckay indicated his willingness to comply (*not in writing*) but wished certain condition to be included (*access and a guarantee of emergency grazing*).

Investigations were undertaken and approval given (*HOC case 1980/374*) to offer Mckay the reclassification of the lower area as offered to the previous lessee in 1980.

At this stage high altitude forestry planting on a cost- sharing basis was continuing.

A personal stock exemption increase was granted in 1981 to 8600 sheep (*including not more than 6500 breeding ewes*) and 500 cattle (*including not more than 250 breeding cows*).

A Rural Bank Loan and water right for irrigation were approved in 1982.

Two new airstrips to be constructed were notified on the annual pastoral questionnaire in 1982.

A third stage Soil and Water Conservation Plan was approved in 1982 involving extensive windbreak planting, erosion control fencing and some river control works.

A personal stock exemption increase was granted in 1982 to 9500 sheep (*including not more than 7500 breeding ewes*) and 500 cattle (*including not more than 250 breeding cows*).

The future of the retired block and its POL was still being processed and the additional 80 ha retired area was to be removed from the pastoral lease and amalgamated with the POL at renewal in 1983.

Mr Mckay turned down the offer of reclassification of the lower area and refused to sign the agreement on the surrender documents until he had confirmation of the access and emergency grazing clauses he had requested (*folio 499*).

Legal opinion was sought on forcing the surrender of the retired block in 1985.

Although not viewed it can be deduced from correspondence that the grounds for forcing the situation were not considered strong. In 1984 in discussions with Mckay he refused to sign the surrender documents but was prepared to not stock the area and accept the need for the CCL's approval for any grazing- provided it remained within the pastoral lease (*folio 532*). A agreement was forwarded on that basis, was but turned down by the lessee due to the wording. A revised letter was proposed but all action in this matter suspended by head office due to policy implications (*folio 547*).

An action sheet (*folio 544*) in 1985 cancelled action sheets 836/1977 and 837/1977 being the surrender of the retired area and issue of the POL.

About this time concern as to the spread of wilding trees on the retired land arose and who was to fund and carry out control. A wilding tree control programme was agreed to by all and was to be funded by through Special Employment Scheme labour, but when this was wound up, the programme was put on hold much to the annoyance of the lessee.

Approval was given for a 50 ha agroforestry block and shelterbelts in 1985.

In 1986 a new appellation created Section 3 Block VII Ohau Lake Survey District from Section 1 and Run 670.

A personal stock exemption increase was granted in 1987 to 12200 sheep (*including not more than 7500 breeding ewes*) and 300 cattle (*including not more than 250 breeding cows*).

In 1988 and 1989 approval was given to for the Omarama Off Road Rally to use the property. Later that year this was formalised as a continuing event. A formal application for a recreation permit was requested in 1990. This was eventually granted for 10 years from the 1 April 1994. This permit has just been cancelled by the club (*May 2001*).

In 1989 approval was given for an additional airstrip.

The renewal of the lease and rental was accepted by the lessee in 1990.

The marginal strips reserved were defined (*folio 652*).

In 1992 the lessee investigated the costs of possible subdivision of the lease.

The lease was advertised for sale in 1993.

An application to cultivate 300ha of land over a five-year period was approved in 1994.

The lease renewal was registered in 1995.

Routine burning permits and approval for a large block (*80 ha*) of forestry planting in the Ahuriri Valley were processed in 1995.

In 1997 Telecom New Zealand Limited applied for an easement to lay a fibre optic cable on the lease and to install a box and mast. This was approved on 24 April 1998.

Investigations into sale options were discussed in 1997.

An application to enter tenure review was received in 1997.

In 1998 consents for tracking, tree planting, burning, topdressing, sowing seed, cultivation, removing vegetation, were processed. and minor activities notified.

In 1998 the lessee applied to separate out the forestry rights from the lease. This was approved subject to the pastoral lessee being responsible for wilding tree control arising from the forested land. The completed Forestry Right was registered on the lease on 9 March 2000.

In 1999 the sale of the property was proposed to a trust but was found to be unacceptable. This was altered to the sole name of Maree Carolin Horo and the transfer approved on 2 March 2000.

A stock exemption was immediately applied for and later granted for 11400 *sheep (including not more than 2000 wethers)* and 235 cattle (*including not more than 150 breeding cows*).

From files and newspaper cuttings it is apparent the new owner has a locked gate policy towards public access.

The processing of the Telecom easement is in the very final stage but the registration has not yet occurred on the lease document as at 13 May 2001.

(3) Summary of lease document:*Terms of lease:*

The commencement date of the pastoral lease on Crown files is in agreement with the lease document (*CL A2/1131 Otago Registry*).

The lease was issued under the Land Act 1948 for a term of 33 years from 1 July 1958 and covering the period from the 1 March to the above date.

No non-standard conditions are recorded.

Original Lease Stock Limit:

7150 Sheep (*inclusive of 3300 breeding ewes*)
300 Breeding cows

Personal Stock Exemption:

11400 Sheep (*including not more than 2000 wethers*)
235 Cattle (*including not more than 150 cows*)

Renewals and variations:

No 883812/2 Variation of the lease registered on 8 June 995 (*renewing the term for a further period of 33 years commencing on 1 July 1991 and fixing (for the first 11 years) the annual rent at \$5,400 calculated on a rental value \$360,000*).

Area adjustments:

Original lease area	18011 acres	0 roods	0 perches	
Incorporation of land plus	<u>2</u>	<u>0</u>	<u>00</u>	CA238264
Total	18013	0	00	
Metric	7289.6025 hectares			

The lease document and changes of area are in agreement with the area currently used in agent's files but the Opus Status Check defines the area as 7289.5091 ha. This is a discrepancy of 0.0934 ha. From file search a possible error in definition of Section 3 (*created by the amalgamation of Run 670 and Section 1*) appears to have occurred (*new Appellation 669585/2 SO Plan 22065*). Section 1 of 2 acres and Run 670 of 1896 acres have been converted to 768.00 ha whereas it should have been 768.0934 ha (*Folio 578*). This however does not match the discrepancy with the Status Check area for the total area. The 0.0934 ha appears to have been subtracted from the lease instead of being added to it (*see Attachment 3*).

Registered interests:

Memorial 964758/1 Transfer granting a Forestry Right under the Forestry Rights Registration Act 1983 to Colin Currie Mckay 45/100 share, Colin Currie Mckay, Gwenda Elizabeth Mckay and Robert Cammeron White 45/100 share and the New Zealand Forest Research Institute Limited 10/100 share commencing on the 29 February 2000 and expires on the 31 March 2033 - entered 9 March 2000.

318976 Electricity Agreement pursuant to Section 3 of the Electricity Amendment Act 1948.

Mortgages:

No mortgages are registered.

Other Interests:***Unregistered interests:***

The former Waitaki Catchment Commission has **unregistered** agreements entered into with previous lessees related to a Soil and water Conservation Plan (*not viewed*). It has been ascertained from files that conditions within this agreement have been accessed as not enforceable to obtain surrender of retired lands within the farm Plan.

No current recreation permits exist on the property (*Opus States Check states a Recreation Permit RP49 is held by the Canterbury Off road Club for 10 years from 1 April 1994, but this is known to have been cancelled by the Club in May 2001*).

No Mining Privileges are registered.

Unregistered mortgages are known to exist between family members.

(4) Summarise any Government programmes for the lease:

A three stage Soil and Water Conservation Plan has been executed on the lease.

In 1966 a Conservation Farm Plan with the Waitaki Catchment Commission was undertaken, the first stage being the fencing out of eroded lands in the centre of the property, alternative grazing development, conservation fencing and tree planting. The 6280 acre retired area was to be destocked, then go to a Pastoral Occupation Licence under the unregistered agreement with the Catchment Commission.

A second stage Conservation Plan was drafted involving the retirement of a further 80 ha of land, offsite works, windbreak planting and river works.

Soil Council approval was given subject to the 80 ha being surrendered from the title.

A third stage Soil and Water Conservation Plan was approved in 1982 involving extensive windbreak planting, erosion control fencing and some river control works.

None of the above were secured by a registered agreement and many years of effort to have the retired areas transferred to POL then surrendered from the lease were fruitless. Legal opinion was that as the CCL was not a party to the agreement the surrender from the lease was not enforceable. Ownership change complicated the situation.

In 1984 a no stocking agreement on the destocked areas was forwarded by the lessee but turned down due to the wording. A revised letter was proposed but all action in this matter suspended by head office due to policy implications

The "retired areas" remain with the pastoral lease with all action for POL and surrender cancelled.

Extensive tree planting on shelterbelts and for high altitude re-vegetation were completed. Wilding tree control on the retired area has developed as an issue.

(5) Summary of Land Status Report:

Copy attached as Schedule A.

7.1 The Pastoral Lease.

The Land Status Report confirms the Crown Land Status under the Land Act 1948 and Crown Pastoral Land Act 1998 subject to PL registered as CL A2/1131.

It records one encumbrance on the lease being an Electricity Agreement.

Memorial 964758.1 being a Forestry Rights Registration was not recorded as it has been registered since the Status Check was done on 18 November 1999.

This agrees with recognised encumbrance contained in the lease details section of this report with the exception of the Forestry Rights Registration.

Opus Status Check defines the area as 7289.5091 ha. This is a discrepancy of 0.0934 ha from the lease document and that currently used in reporting. See Section 5 Summary of Lease Document for possible reasons.

The legal description is confirmed as that being used in this Due Diligence Report.

The Crown retains minerals ownership.

A marginal strip (*Section 58*) is identified along the Ahuriri River, created in 1958 at lease issue.

The Status Check notes that a field inspection will be required to ascertain if creeks, streams and rivers could be subject to Section 24 of the Conservation Act 1987. **This appears to be in error as folio 652 defines A - B and C - D on SO Plan 23806 as being reserved pursuant to this Section of the Conservation Act 1987 (see Attachment 2).**

Issues identified requiring possible future investigation at the Due Diligence stage include:

- Field survey required for marginal strips subject to Section 24 of the Conservation Act 1987 (*see above – not required*).
- Possible requirement for a Telecom New Zealand Limited easement. (*addressed in this report - see end of file search section*).
- Recreation Permit to Canterbury Off Road Club (*addressed in this report – Cancelled - see Section 5 Summary of Lease Document*).
- Unregistered Soil and Water Plan Agreement with Waitaki Catchment Commission (*addressed in this report - see Section 5 - Summary of Lease Document and Section 6 - Summary of Government Programmes*).

No compensation certificates or other issues have been identified by the Status check.

7.2 Other Land:

No other land is covered in the Status Check.

(6) Review of topographical and Cadastral data:

The topographical map shows no national grid power transmission lines crossing the property. A local transmission line servicing the homestead area crosses the lease from the south parallel to Serpentine Creek. A second local transmission line is shown entering the lease from the south in the Ahuriri Valley for a short distance to service a hut shown on the flats.

Four airstrips are shown. One adjacent to the homestead, two alongside the pass road into the Ahuriri Valley and one above the Ahuriri Flats.

A metalled road cuts through the property north to south near the homestead terminating at the neighbouring Quailburn homestead. Within the Ribbonwood lease this road appears to have a circular carpark area near where it exits the property to the north. This is presumed to be associated with the about to be registered Telecom site.

A major internal track is shown passing from the homestead through to the Ahuriri Valley. Minor farm tracks are shown traversing most major ridge crests and valley bottoms.

No water races could be identified on the topographical maps.

The topographical map shows fences over most of the run to be on their legal line.

The boundary of the run along the Ahuriri River is unlikely to be fenced on its exact legal line. It is likely to be back from the river to avoid flood damage.

No gravel pits are marked on the topographical maps.

No communication sites are marked on the topographical map.

The topographical map shows two huts in the Ahuriri Valley, one serviced by electricity. It is assumed that one is part of the station but the ownership of the second is unknown. In addition to the homestead and surrounding buildings three other buildings nearby alongside the road are shown near the homestead area

Investigation to confirm that these huts and buildings are part of the property and not privately owned appears required.

The Cadastral map shows no marginal strips on any of the watercourses within or bounding on the lease other than on the Ahuriri River. These are however shown on SO 23806.

The amalgamation of Section 1 and Run 670 into Section 3 Block VII Ohau Survey District (*per New Appellation 669585/2*) has not yet been recorded on the map.

Two legal roads are shown affecting the lease.

- (1) Quailburn road cuts through the lease from north to south adjacent to Serpentine Creek near the homestead, is metalled, double fenced and appears to be on its correct legal line.
- (2) A legal Road is shown crossing the Ahuriri River to south of the property boundary and terminates at the property boundary. This is known to be of rough unfenced farm track condition.

The Transitional Plan and Proposed District Plan of the Waitaki District Council have no sites marked or issues that would affect the TR process.

The National Conservation Order on the Ahuriri River is assessed as having no implications for Tenure Review.

(7) *Details of neighbouring Crown or Conservation land:*

No Conservation land exists within the property boundary or adjoining the property. The Department of Conservation (*Twizel*) stated that the nearest DOC administered land is a reserve in the east branch of the Ahuriri River about 3 to four kilometres from the boundary.

The Mackenzie Ecological Region PNA Survey identifies two recommended areas being RAP Omarama Area 6 and 8. RAP 6, is moraine-dammed swamp in the north-eastern end of the property, with identified vegetation (*red tussock*) values. These values and the extent of the boundaries have been questioned in field reporting, as the areas marked are largely long cultivated pastures.

A small section of RAP 8 on the Diadem Faces of Ben Ohau Station to the south enters Ribbonwood. Values identified are include snow tussock grasslands with high landscape values.

None of these have any legal standing.

No UCL or other Crown land was identified.

(8) **Summary of uncompleted actions or potential liabilities:**

- 10.1 The Status Check area of the property is given as 7289.5091 ha which differs from the lease document area and that used in all file data to date being 7289.6025 ha. The reason for this difference could not be identified by this Due Diligence Report.

Confirmation of this corrected area and notification to the District Land Register appears warranted.

- 10.2 The topographical map shows two huts in the Ahuriri Valley and three buildings alongside Quailburn Road in the vicinity of the proposed Telecom New Zealand easement.

Ownership of these could not be verified from file search. Their ownership and status is unknown

The following issues are brought to your attention to note only.

A Telecom New Zealand easement for a fibre optic cable and box station plus mast adjacent to the homestead is about to be registered on the lease document

A Forestry Right has been registered on the lease document and the **Recreation Permit RP49** for the Canterbury Off-Road Club cancelled since the Status Check was completed.

The marginal strips on qualifying streams to which Section 24 of the Conservation Act 1987 apply have been identified on SO Plan 23806 (*see attachment 2*). This is a matter for the Minister of Conservation to address.

Unregistered Conservation Farm Plan Agreements between the Waitaki Catchment Commission and previous owners exist. These have been assessed as having no implications for tenure review.

ATTACHMENTS:

Schedule A Land Status Report.

Attachment 1 Recent copy of Lease Document 529/45.

Attachment 2 SO Plan 23806 Waterways subject to Section 24 Conservation Act 1987.

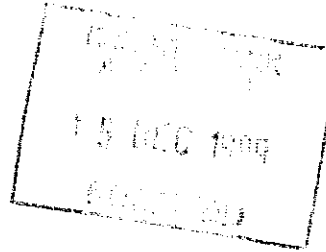
Attachment 3 SO Plan 22065.

SCHEDULE A:

Land Status Report.

OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE

Project Number 6NLI11.02/16YD



This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50175 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Ribbonwood	LIPS Ref 12525
Property 1 of 1	

Land District	Otago
Lease Description	Section 3, Block VII, Ohau Lake Survey District, Run 532 situated in Ahuriri, Ohau Lake and Longslip Survey Districts.
Area	7289.5091 hectares
Status	Pastoral Lease under the Land Act 1948 subject to Pastoral Lease P . 247
Instrument of title / lease	CL A2/1131
Encumbrances	Subject to:- 1. Electricity Agreement pursuant to Section 3 of the Electricity Amendment Act 1948. Document No.318976
Mineral Ownership	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under Kemp Purchase 1848
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	18/11/99
Certification Attached	

Prepared by	John Kirk 
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin
<small>This report has been prepared in terms of OSG Standard 1999/05 and Regulatory Chiefs Land Status Investigation Guidelines 1999/01.</small>	

Certification

Pursuant to Section 11(1)(i) 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 under the Land Act 1948 subject to Pastoral Lease registered as CL A2/1131.

LAND STATUS REPORT for Ribbonwood			LIPS Ref 12525
Property	1	of	1



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

101 12 /1999

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

A **field inspection** will be required to ascertain if creeks, streams or rivers within this pastoral lease could be subject to **Section 24 of the Conservation Act 1987.**

Possible requirement for a Telecom New Zealand Limited telecommunication easement over CL A2/1131

A Recreation Permit under Section 66A of the Land Act 1948 has been granted to the Canterbury Off-Road Club for a term of ten years from 1 April 1994

Soil and Water Conservation Run Plan with the former Waitaki Catchment Commission entered into with the previous lessees. This agreement has not registered.

LAND STATUS REPORT for Ribbonwood			LIPS Ref 12525
Property	1	of	1

Research Data: Some Items may be not applicable

SDI Print Obtained	Yes
NZMS 261 Ref	G39 & H39
Local Authority	Waitaki District Council
Crown Acquisition Map	Kemp Purchase
SO Plan	SO's 246, 247 Plans of Benmore Runs 532 & 556 (August 1916) SO 253 Plan of Benmore Runs 532, 535, 538 to 542 & 559 to 564 (August 1916) SO 260 Plan of subdivision of Afforestation Reserve Runs 670 & 671 (February 1937) SO 9872 Plan of Road to be taken through Runs 233 & 533 Longslip & Ahuriri Survey Districts. SO 22065 Plan of Section 3 , Block VII, Ohau Lake Survey District.(formerly Section 1 & Run 670, Blk VII, Ohau Lake Survey District). (September 1986)
Relevant Gazette Notices	Gazette 1941 page 1863 taking Land for Road through Runs 233 & 533 provides Legal access to the southern portion of this Run.
CT Ref / Lease Ref	C L A2 / 1131
Plan Index	Searched copies enclosed
Legalisation Cards	S O 22065 no action shown No legalisation cards found for other plans shown above.
MLR	Confirms Pastoral status.
Allocation Maps (if applicable)	No allocations to DOC, SOE's or other SOE claims found in the appropriate records.
NZ Ref - if known	26050 12600
Crown Grant Maps	Searched all survey district maps in which this Pastoral lease is located. No relevant information found.

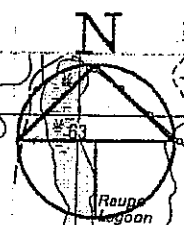
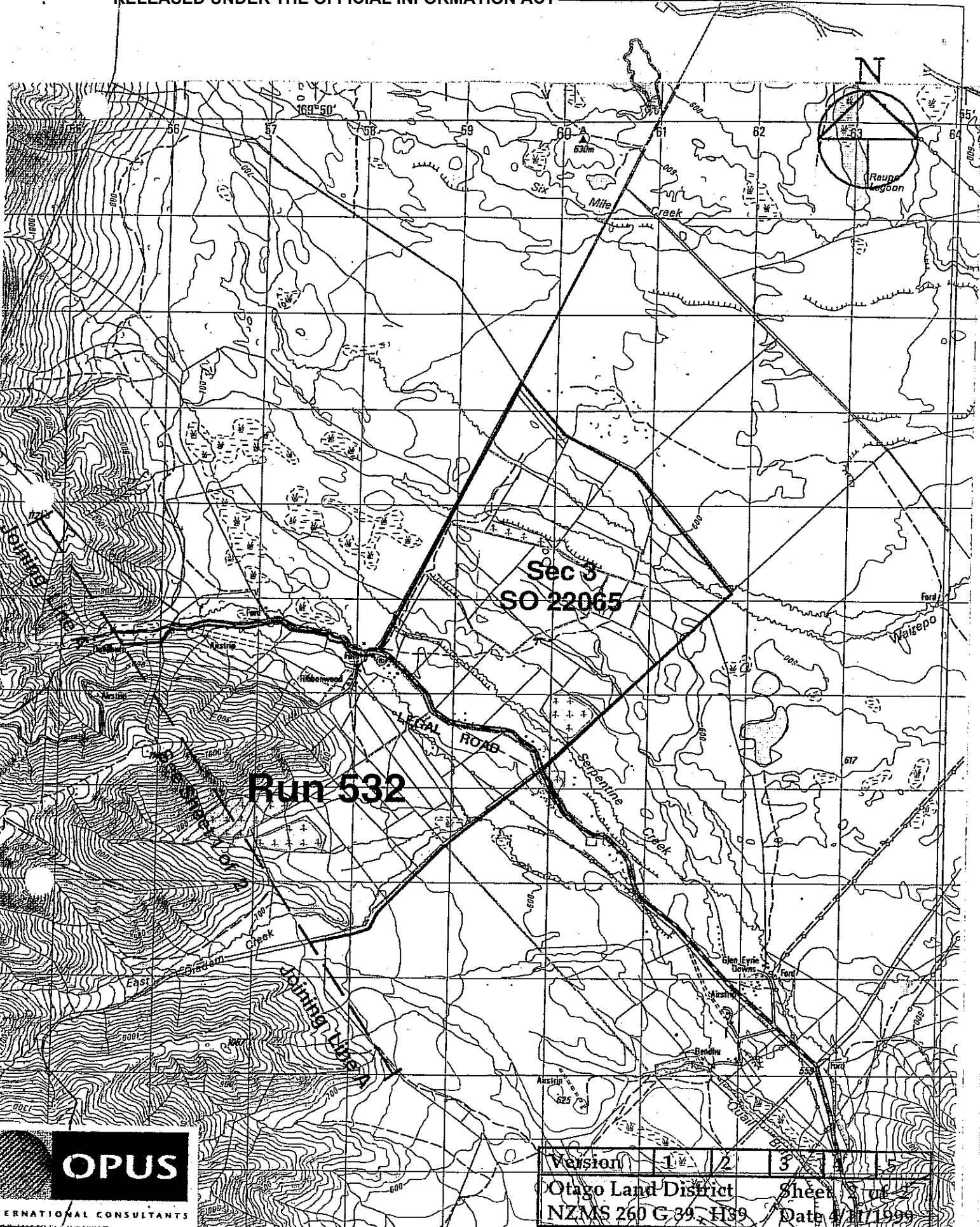
LAND STATUS REPORT for Ribbonwood				LIPS Ref 12525
Property	1	of	1	

<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) Sec 58 Strip along the Ahuriri River</p> <p>b) July 1958 on creation of Pastoral Lease A2/1131</p> <p>c) SO 246 A field inspection will be required to ascertain if creeks, streams or rivers within this pastoral lease could be subject to Section 24 of the Conservation Act 1987.</p>
-------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

LAND STATUS REPORT for Ribbonwood			LIPS Ref 12525
Property	1	of	1

Research - continued

If Crown land - Check Irrigation Maps.	Nothing found
Mining Maps	G 39 No lodged applications H39 no index map held
If Road a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989 b) By Proc	a) SO Plan 9872 b) Proc Plan 9872 c) Gazette Ref 1941 page 1863
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) c) Either <input checked="" type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under Kemp Purchase 1848 <input type="checkbox"/> Contained in [provide evidence]. d)



**Sec 3
SO 22065**

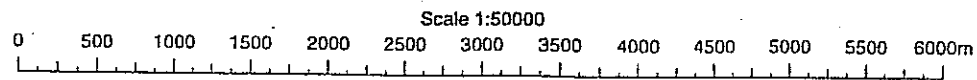
Run 532

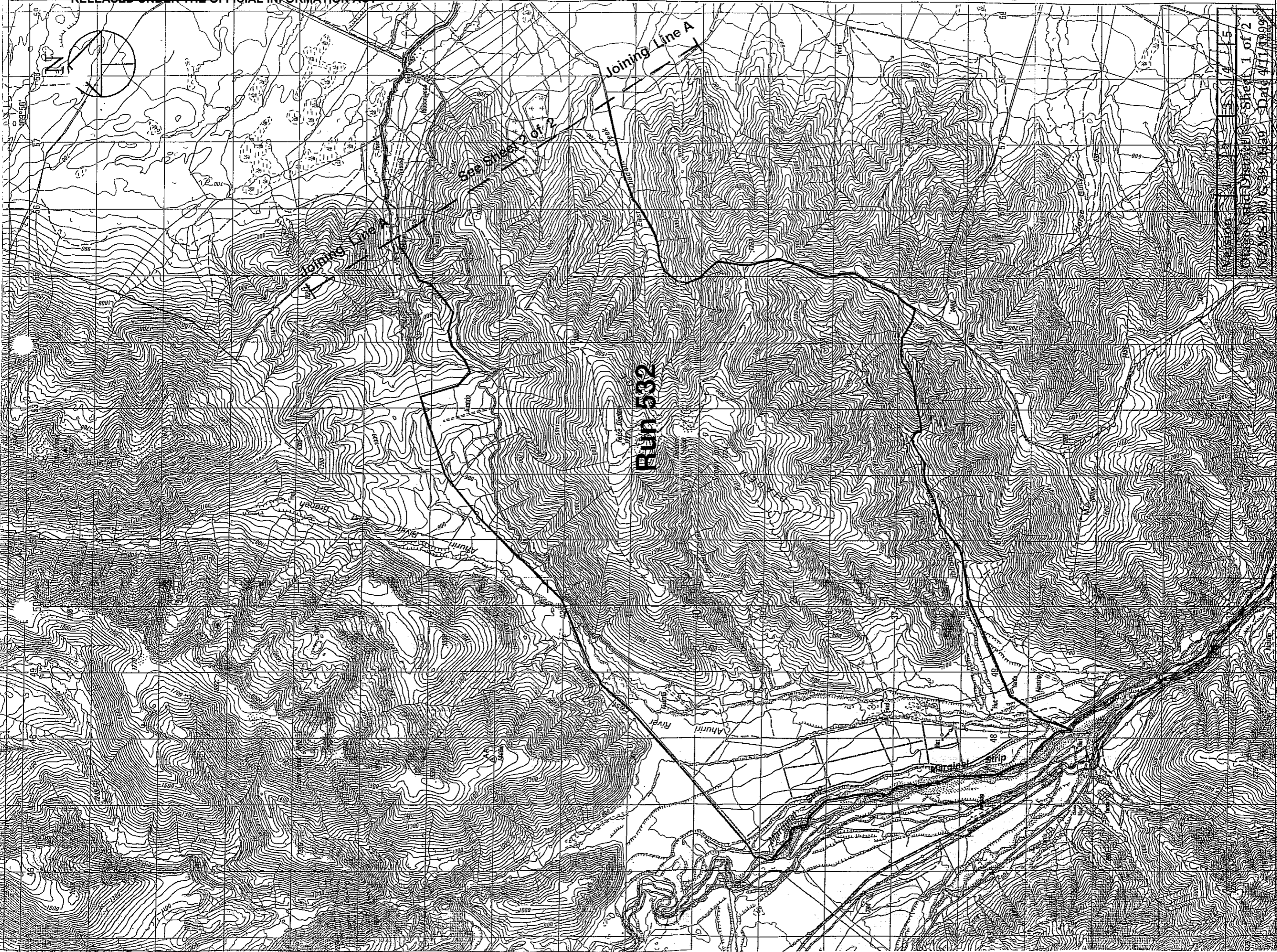
LEGAL ROAD

Version	1	2	3	4	5
Otago Land District	Sheet 8 of 2				
NZMS 260 G 39, H39	Date 4/11/1999				



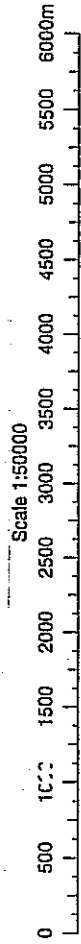
Ribbonwood





Sheet 1 of 2
Date 4/11/1999

Ribbonwood



INTERNATIONAL CONSULTANTS

ATTACHMENT 1:

Recent copy of Lease Document 529/45.



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

Search Copy



R. W. Muir
Registrar-General
of Land

Identifier **OTA2/1131**
Land Registration District **Otago**
Date Registered 27 September 1961 10:41

Prior References
OT259/202 OT259/235

Type	Area	Term
Lease under s83 Land Act 1948	7289.6025 hectares more or less	33 years commencing on the first day of July 1958 and renewed for a further term of 33 years commencing on the 1st day of July 1991.

Legal Description Run 532, Run 670 and Section 1 Block VII
Ohau Lake Survey District

Proprietors
Maree Caroline Horo

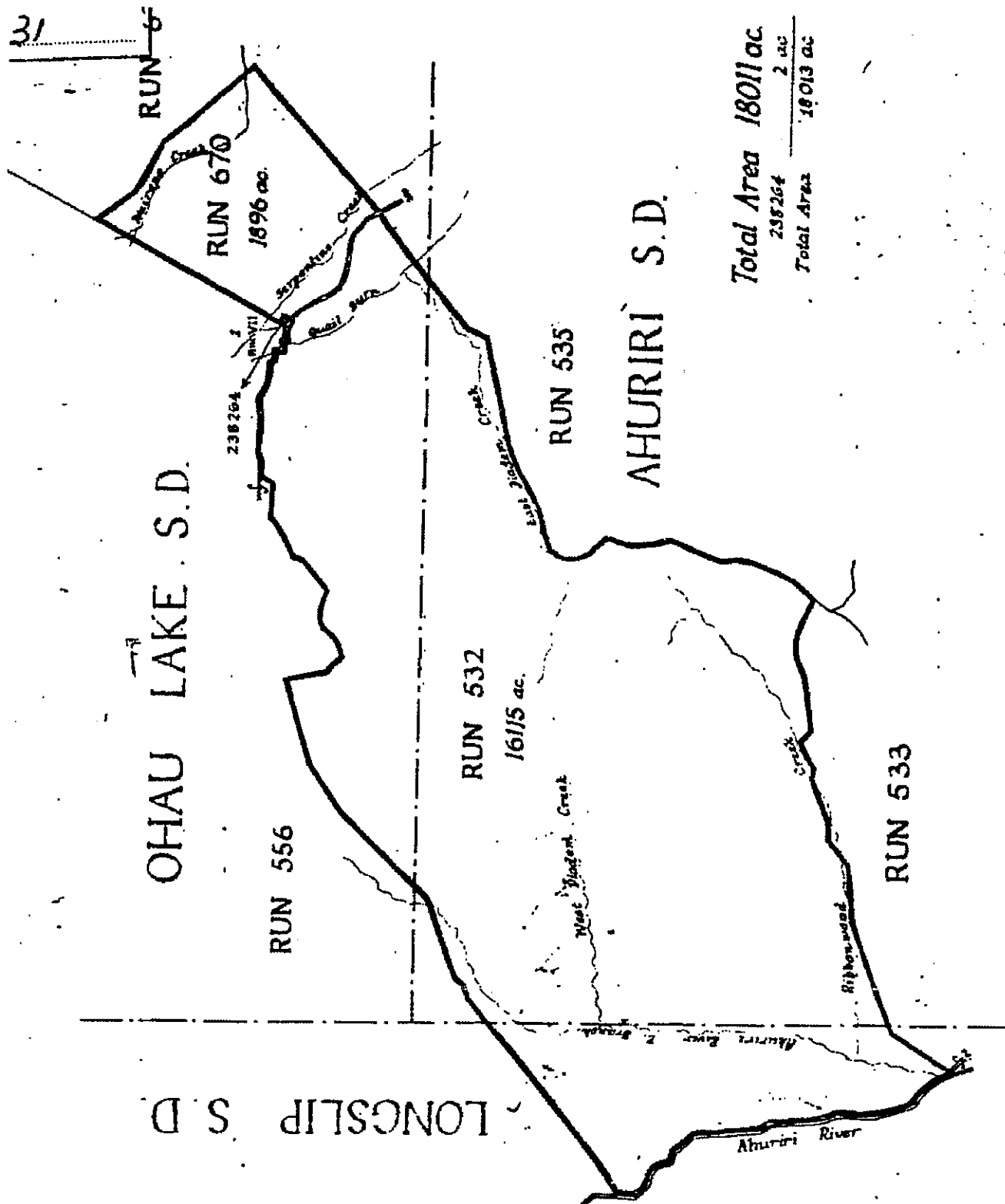
Interests

318976 Electricity Agreement pursuant to Section 3 Electricity Act 1948 - 19.9.1967 at 2.05 pm
883812.2 Memorandum renewing the term of the within lease for a further term of 33 years and fixing (for the first 11 years) the annual rent at \$5,400.00 calculated on a rental value of \$360,000.00 - 8.6.1995 at 10.22 am
984758.1 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Colin Currie Mackay and to Colin Currie Mackay, Gwenda Elizabeth Mackay and Robert Cameron White and to New Zealand Forest Research Institute Limited in shares Term commencing on 29.2.2000 and expires on 31.12.2033 - 9.3.2000 at 3.59 pm

Identifier

OTA2/1131

31



Total Area 18011 ac.
 238264 2 ac
 Total Area 18013 ac

14-0700

27 SEP 1961
1151
376

NEW ZEALAND
LAND DISTRICT



Pastoral Lease of Pastoral Land under the Land Act 1948

No. P-247

This Deed, made the first day of March 1961 between His Majesty King Edward the Sixth (who, with his heirs and successors, lawfully claiming the Crown, is hereinafter referred to as "the Crown"), and JAMES STUART WICK

one thousand nine hundred and fifty eight
of the Dominion of New Zealand,
hereinafter referred to as "the Lessee", and permitted to be
in collaboration of the said heretofore recited, and of the provisions
Law, to be read, observed, and performed, the Lessee doth hereby demise and
lease unto the Lessee all those pieces or parcels of land containing by
reference to the Land District of Otago
and being
Lake and Longgully Survey Districts

See diagram on separate sheet

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereof 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 1961, one thousand nine hundred and fifty eight together with the period between the date of this lease and the stipulated first day of July, one thousand nine hundred and fifty eight Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the Land District of Otago the clear annual rent of three hundred and thirty five pounds (£ 335.0.0.) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each year during the said term. (The receipt of which sum is hereby acknowledged) and thereafter by a deposit of (£) half-yearly instalments of (£) on the 1st day of January and (£) on the 1st day of July in each year in the manner hereinafter set forth.

1. THAT the Lessee will fully and punctually pay the rent hereinafter recited at the times and in the manner hereinafter stated in this Deed; and also will pay and discharge all rates, taxes, contributions, and outgoings whatsoever that now are or hereafter may be imposed, 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 homestead, and will not use the same for any other purpose, trade, or business, or for any other purpose without the previous approval of the Land Commissioner: Provided that such approval will not be required in the case of a mortgage to the Crown or to a Department of State.

4. THAT the Lessee will at all times from the said land diligently and in a husbandlike manner observe the provisions of good husbandry and will not in any way squander 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 Otago (hereinafter referred to as "the Commissioner") cut and remove all live fences and hedges, clear and keep clear the said land of all useless weeds and will comply strictly with the provisions of the Noxious Weeds Act, 1950.

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 Rabbits Act, 1955.

7. THAT the Lessee will clear and clear, drain, ditch, and watercourse upon the said land, including any drains or ditches which may be constituted by the natural flow of water, and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the same.

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 in the Schedule hereto which are being parcelled 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 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 parcelled by the Lessee) now or hereafter erected on the said land at full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums during the said term or hereafter payable and deposit the same every such policy and, not later than the expiration of the day on which any such premium becomes payable, the receipt for the 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 such money, or such other consideration as the Commissioner may think fit) as the Commissioner in his absolute discretion may think fit, cut or remove any timber, trees, or brush 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 or trees, and that the consent of the Commissioner as aforesaid shall not be necessary when any such timber or trees is required for any agricultural, pastoral, husbandry, stockraising, or building purpose on the said land, where the timber or trees 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 Forests Act, 1949, burn any wood, brush, fern, or grass on the said land, nor permit any person to do so, unless 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 think fit.

12. THAT all persons and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining the boundaries of the said land or any adjoining land in respect of which the said Department is charged with the duty of ascertaining or controlling, or for the purpose of carrying out any such duties.

13. THAT all persons and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.

14. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

15. THAT the Lessee shall have the exclusive right of pasturage over the said land but shall have no right to the soil.

16. THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within the boundaries of a yard, garden, orchard, pleasure ground, or plantation, or within 100 feet of any building or dwellinghouse: 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 shall think fit, use any such minerals for any agricultural, pastoral, husbandry, stockraising, or building purpose on the said land, but not otherwise.

17. THAT upon the expiration of a term of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 60 (b) of the Land Act, 1948, a new lease of the land hereby leased as a rent to be determined in the manner provided by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same conditions and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

140700
A2/1131

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

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

- (i) Cultivate any portion of the said land for the purpose of growing winter food for the stock depastured thereon;
- (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
- (iii) Plough and sow in grass any portion of the said land;
- (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
- (v) Sift and sow in grass any portion of the said land.

Provided that the Lessee shall, on the termination of the lease, leave all parts of the area that has been ploughed or cultivated properly laid down in good permanent clover and grass in the satisfaction of the Commissioner.

(d) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock the same for the purpose of this clause to have been previously determined and agreed between the said Lessee and the Commissioner and the Lessee shall be liable for any loss of stock during the term of the lease shall pay out of his own pocket the cost of any veterinary charges and of any and all bills for handling same.

(e) THAT if the Lessee shall leave New Zealand or abandon the said land or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied by 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 145 of the Land Act, 1948, declare this lease to be forfeit, and this without discharging or releasing the Lessee from liability for rent due or accruing due at the time of such forfeiture or condition of the lease.

(f) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

A2/1131

WITNESSETH

(f) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of stock not exceed 7150 sheep (inclusive of 3300 breeding ewes) and 300 breeding cows (being the carrying capacity in respect of cattle and an increase of ten per cent on the carrying capacity in respect of sheep 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 he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

WITNESSETH whereof the Commissioner of Crown Lands for the Land District of Otago and these presents have also been executed by the said Lessee.

Otago, on behalf of the Lessee, hath hereunto set his

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

Witness: J. S. Dick
Occupation: Bank
Address: Leeds & Lining Dept. Finance

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

Witness: M. S. Bransford
Occupation: Postmistress
Address: 10 Amarama

J. S. Dick
Deputy Commissioner of Crown Lands

J. S. Dick
Lessee

238266 Certificate of alteration incorporated in within lease section 1 Block VIII Otago Sub-District (3000) returned from in the year 1967 at 10.43 am

370965 Transfer of a 1/2 share of Dick of Oamarua Sheepfarmer to Robert Stuart Dick of Oamarua Sheepfarmer 28.5.1971 at 10.35 am

238963 Mortgage to the Government Insurance Commission 13.10.1967 at 9.56 am

DISCHARGED A.L.R.
371206 Mortgage of his 1/2 share Robert Stuart Dick to James Stuart Dick - 3.6.1971 at 11.45 pm

CERTIFIED a true copy of the original except as to colour and scale (Sheet 1 of two sheets - for plan see sheet 2) A.L.R.

13345 Mortgage to the State Advances Corporation of New Zealand - 28.4.1967 at 11.53 am

Variation of Mortgage 371206 - 26.11.1971 at 11.43 am

318976 Electricity Agreement pursuant to Section 3 of the Electricity Amendment Act 1948 - 19.9.1967 at 2.05pm

Variation of Mortgage 371206 20.8.1973 at 12.20 pm

Variation of Mortgage 238963 - 19.11.1970 at 12.25pm

140700

C.T. A2/1131

419322 Mortgage to Clarence Henry Somerville Stevens, Joan Bethel, Gladwick and Lee Osborne Stevens 23.7.1974 at 2.36 pm

DISCHARGED

558169/1 Mortgage to The Rural Banking and Finance Corporation of New Zealand 21.7.1981 at 11.06 am

DISCHARGED

Variation of Mortgage 238963 9.9.1974 at 11.18 am

558169/2 Memorandum of Priority ranking mortgage 558169/1 as a third mortgage, mortgage 522954/10 as a fourth mortgage and mortgage 531379 as a fifth mortgage - 21.7.1981 at 11.07 am

446900/1 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 19.9.1975 at 9 am

DISCHARGED

565188 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 9.11.1981 at 10.05 am

DISCHARGED

446900/2 Memorandum of Priority ranking mortgage 446900/1 as a third Mortgage and mortgages 371206 and 419321 as to the 1/2 share Robert Stuart Dick as fourth Mortgages - 19.9.1975 at 9 am

for A.L.R.

574385/1 Variation of Mortgage 558169/1 - 27.4.1982 at 10.06 am

460185 Mortgage to the Rural Banking and Finance Corporation of New Zealand 11.6.1976 at 2.02 pm

DISCHARGED

574385/2 Variation of Mortgage 531379 - 27.4.1982 at 10.06 am

522954/7 Transfer to Colin Currie Mackay of Heriot Farmer (as to 1/2 share) and to the said Colin Currie Mackay, Gwenda Elizabeth Mackay his wife and Robert Cameron White of Dunedin Chartered accountant (jointly inter se) as to 1/2 share as tenants in common in the said shares - 19.9.1979 at 9.53 am

DISCHARGED

574385/3 Variation of Mortgage 565188 - 27.4.1982 at 10.06 am

522954/8 Mortgage to the Perpetual Trustees State and Agency of New Zealand limited - 19.9.1979 at 9.53 am

DISCHARGED

586103/3 Mortgage to the Government Insurance Commission 17.11.1982 at 9.41 am

522954/9 Mortgage to Robert Stuart Dick 19.9.1979 at 9.53 am

DISCHARGED

586103/4 Mortgage to Robert Stuart Dick - 17.11.1982 at 9.41 am

522954/10 Mortgage to the Rural Banking and Finance Corporation of New Zealand 19.9.1979 at 9.53 am

DISCHARGED

586103/5 Memorandum of Priority ranking Mortgage 586103/3 as first Mortgage, Mortgage 586103/4 as second Mortgage, Mortgage 558169/1 as third Mortgage, Mortgage 522954/10 as fourth Mortgage, Mortgage 531379 as fifth Mortgage, Mortgage 565188 as sixth Mortgage - 17.11.1982 at 9.41 am

522954/11 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 19.9.1979 at 9.53 am

DISCHARGED

586110 Variation of Mortgage 558169/1 - 17.11.1982 at 12.06 pm

522954/12 Variation of Mortgage 558169/1 - 11.11.1983 at 2.20 pm

for A.L.R.

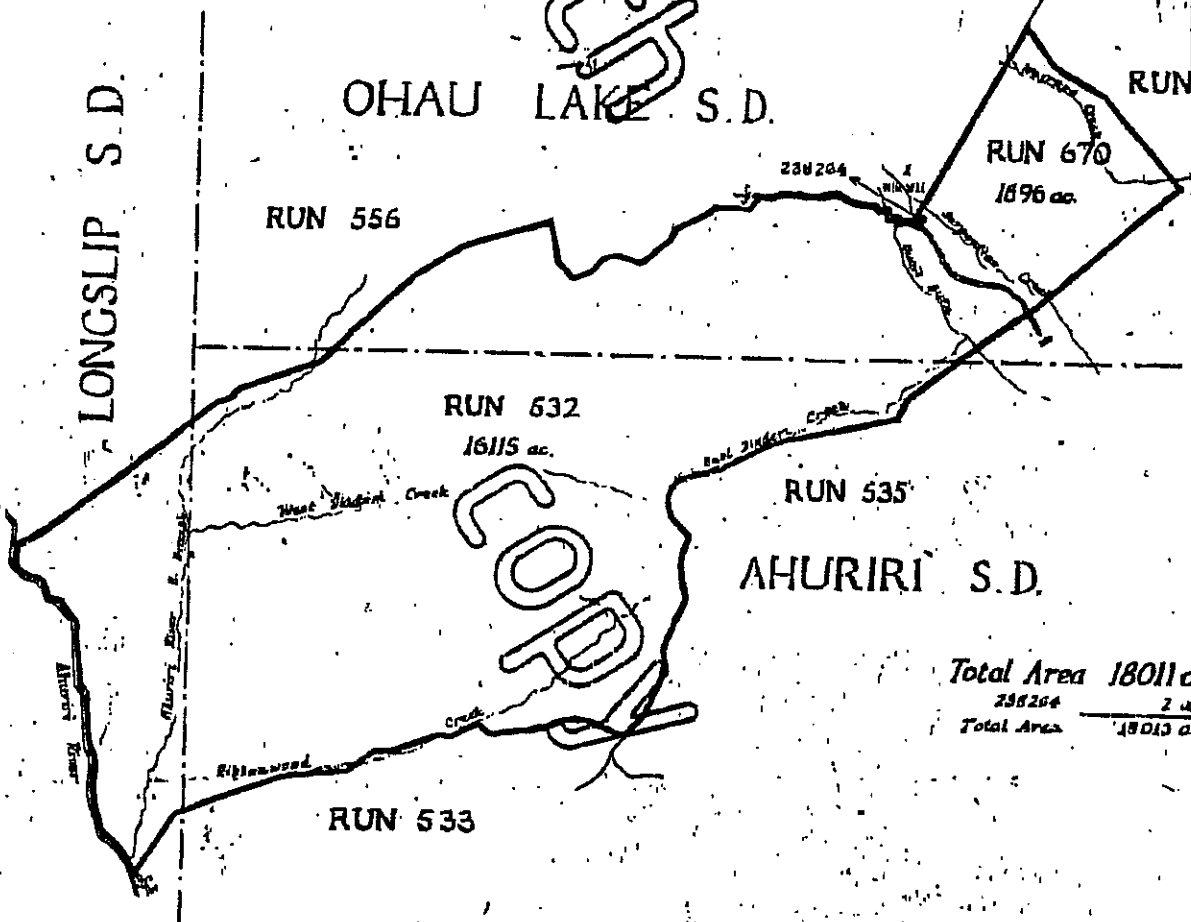
619667 Variation of Mortgage 558169/1 - 8.8.1984 at 11.20 am

14 0700

REGISTER

Vol. 445 Folio 46

A2 Folio 1131



Total Area	18011 ac
258264	2 40
Total Area	18013 ac

Ohau Lake, Ahuriri, and Longslip S.D.

Scale: 80 chains to an inch

EQUIVALENT METRIC AREA IS 7281.6035 Ha

CERTIFIED a true copy of C.T. 445/46 except as to colour and scale (Sheet 2 of two sheets - for memorial see sheet 1) *Whitby A.L.R.*

419320 Transfer of the 1/2 share of James Stuart Dick to Robert Stuart Dick abovenamed - 7.3.1974 at 2.32 pm
 of the 1/2 share acquired by *Whitby A.L.R.*
 419321 Mortgage to James Stuart Dick - 7.3.1974 at 2.34 pm
Robert Stuart Dick
 A.L.R.

449700

A2/1131

633248/2 Mortgage to Government Life Insurance Corporation - 17.4.1988 at 10.04 am.

DISCHARGED
15 MAR 1990
A.L.R.

984757.1 Transmission of the interest of Stringer & Co Limited in Mortgage 883812.3 to Reid Farmers Limited 9.3.2000 at 3.59

K Paton
for RGL

633248/3 Memorandum of Priority ranking Mortgage 633248/2 as second Mortgage, Mortgage 558169/1 as third Mortgage, Mortgage 522954/10 as Fourth Mortgage, Mortgage 531379 as fifth Mortgage and Mortgage 565188 as sixth Mortgage - 17.4.1988 at 10.04 am.

A.L.R.

984758.1 Transfer granting a Forestry Right under the Forestry Rights Registration Act 1983 to Colin Currie Mackay 45/100 share, Colin Currie Mackay, Gwenda Elizabeth Mackay and Robert Cameron White 45/100 share and New Zealand Forest Research Institute Limited 10/100 share commencing on the 29.2.2000 and expires on the 31.12.2033 - 9.3.2000 at 3.59

K Paton
for RGL

Part of the within land is now known as Section 3 Block VII Chau Lake Survey District (768ha) - 15.12.1986 at 9.45 am - New Appellation 669585/2.

A.L.R.

704525/3 Mortgage to Government Life Insurance Corporation - 14.6.1988 at 9.35 am.

DISCHARGED
15 MAR 1990
A.L.R.

985098.2 Transfer to Maree Caroline Horo 15.3.2000 at 2.57

J. Webb
for RGL

704525/4 Mortgage to The Rural Banking Corporation of New Zealand - 14.6.1988 at 9.35 am.

A.L.R.

704525/5 Memorandum of Priority ranking Mortgage 704525/3 as a first mortgage, Mortgage 704525/4 as a second mortgage, Mortgage 558169/1 as a third mortgage, Mortgage 522954/10 as a fourth mortgage, Mortgage 531379 as a fifth mortgage and Mortgage 565188 as a sixth mortgage - 14.6.1988 at 9.35 am.

A.L.R.

883812/2 Memorandum renewing the term of the within Lease for a further term of 33 years commencing on the 1st day of July 1991 and fixing (for the first 11 years) the annual rent at \$5,400.00 calculated on a rental value of \$360,000 - 8.6.1995 at 10.22am

A.L.R.

883812/3 Mortgage to Stringer & Co Limited and Reid Farmers Finance (Otago) Limited - 8.6.1995 at 10.22am

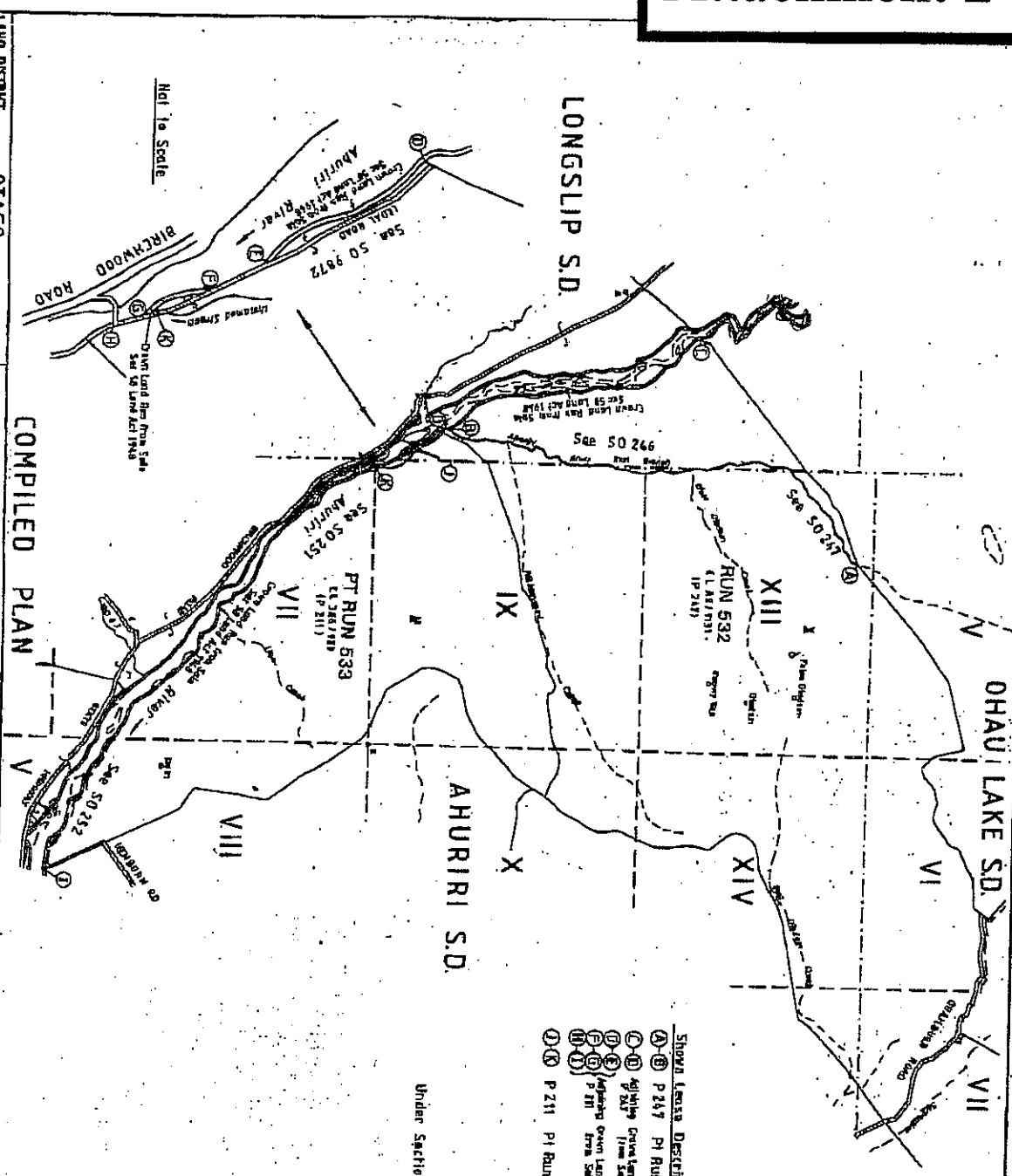
DISCHARGED
15 MAR 1990
A.L.R.

A.L.R.



ATTACHMENT 2:

SO Plan 23806 Waterways subject to Section 24 Conservation Act 1987.



LAND DISTRICT OTAGO
 LONGSLIP S.D.
 SURVEY BLK. 6 Bk. 1, V. VII, X, XIII, XIV, S.D.
 139 B & D
 139 B & D
 291 Sd. 139 B & D. Revised Map No. 139 B & D

PLAN OF WATERWAYS IN PASTORAL LEASE NO 211 & 247 ALONG WHICH SEC 24 CONSERVATION ACT 1987 APPLIES

REGIONAL AUTHORITY WAITAKI DISTRICT
 SURVEYED BY: DEPT. OF SURVEY & LAND INFORMATION
 SCALE 1:100000. Date JULY 1992

NOTE:
 Under Section 24(f) Stream beds are to remain in Crown ownership.

Legend:
 (A) - (D) Private Waterways
 (E) - (G) Crown Land
 (H) - (I) Other

Waterway	Subject to Section	Effective Date
P 247 Pt Run 532 (from Pt Run 532)	24(9) & 24(F)	1-7-91
P 247 Pt Run 532 (from Pt Run 532)	24(13)	1-7-91
P 211 Pt Run 533	24(13)	1-7-92
P 211 Pt Run 533	24(F)	1-7-92

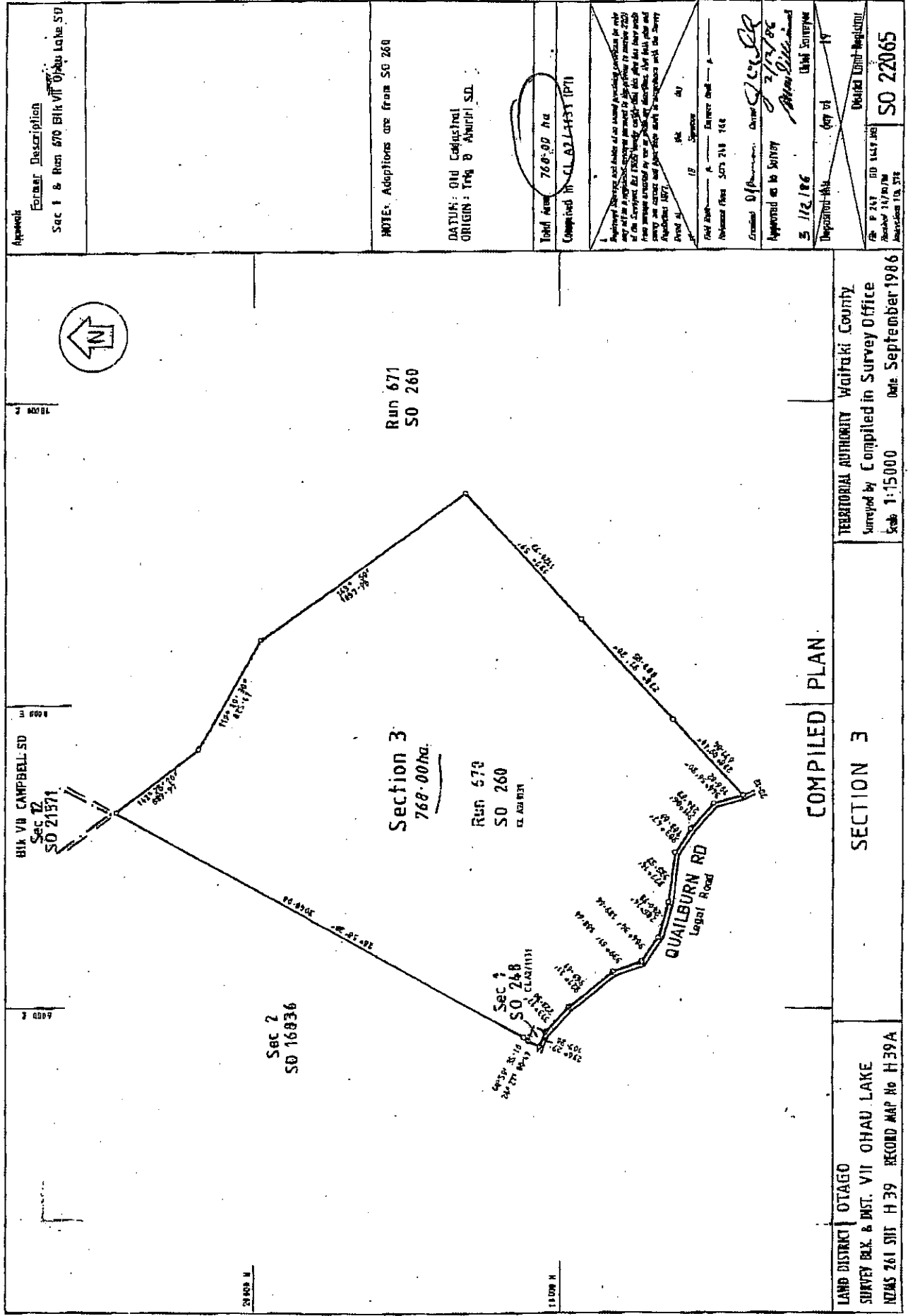
Approved for Record Purposes: [Signature]
 29/7/92

Map No: S023806

ATTACHMENT 3:

SO Plan 22065.

From: LAND INFORMATION DUNEDIN +64 3 474 5108 18/05/2001 11:01 #120 P.002/003



LAND DISTRICT OTAGO
SURVEY BLK. & DIST. VII OHAU LAKE
NZMS 261 SH1 H 39 RECORD MAP No H 39A

TERITORIAL AUTHORITY Waitaki County
Surveyed by C compiled in Survey Office
Scale 1:15000 Date September 1986

COMPILED PLAN

SECTION 3

Appendix
Former Description
Sec 1 & Run 670 Blk VII Ohaou Lake SD

NOTE: Adoptions are from SO 260

DATUM: Old Geodetic
ORIGIN: T.M. & A.M.H.I. S.D.

Total Area 768.00 ha

Comprised in CL A21-H33 (PT1)

Approved for registration as to survey
 Approved as to Survey
 5/12/86
 Registrar-General
 Dept of Land Survey

SO 22065
 Deposited 18/06/86
 Date of registration

1:15,000

THE MAPS, SURVEYS, RECORDS, DOCUMENTS OF LAND AND SURVEY AND INSTRUMENTS