

## **Crown Pastoral Land Tenure Review**

**Lease name : RIBBONWOOD**

**Lease number : PO 247**

## **Substantive Proposal Part 4**

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

**June**

**14**

Approved by Registrar-General of Land under No. 1995/5004

### Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

transfer

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Continuation of "Estate or Interest or Easement to be created"

- b) Not impede or otherwise disturb the farming and forestry operations of the Grantor and in particular shall not disturb the livestock of the Grantor on any land adjoining the Forest Land.
- c) If the Grantor's Land is held by the Grantor under lease or licence, not by any act or omission put the Grantor in default thereof, and this forestry right shall be subject to the rights of any lessor or licensor expressed or implied in such lease or licence.
- d) Have the right to install scientific equipment and take soil and plant samples for the purposes of carrying out research on or from the Forest Land and, with the written consent of the Grantors (which consent shall not be unreasonably withheld) may construct on the Forest Land such buildings and other facilities as may be necessary or desirable for the full enjoyment of the right so conferred on the Grantee under this forestry right, and may remove such equipment, buildings and facilities before the termination of this forestry right.
- e) Allow the Grantor grazing rights over the Forest Land unless such grazing will harm the Tree Crop or will impair or derogate from the collection of research information on the Forest Land and if the Grantor does not wish to graze the Forest Land then the Grantee or his nominee may graze those parts of the Forest Land as may for the purposes of management and control of the Tree Crop be required and for no other purpose.
- f) Have the right to construct and upgrade tracks culverts and bridges as required by the Grantee on the Forest Land or on the Right of Way to give access to the Forest Land as the Grantee may reasonably require for the purpose of maintaining and harvesting the Tree Crop.
- g) Remove all timber that the Grantee wishes to remove prior to the termination of this forestry right.
- h) Not block impede or pollute any water course drain dam ditch or stream on the Grantor's land or any other land occupied by the Grantor.
- i) Not apply any chemical substance to the Tree Crop which might damage any land owned or occupied by the Grantor or which might injure or impair any of the Grantor's stock grazing on any such land.
- j) Be liable for and pay any costs of dismantling and re-creating fences, repairs for damage to any part of the Grantor's Land (excluding the Forest Land), and repairs to any roads, plant, equipment,

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

*Chell Chell*  
*x GEM GEM*    *NE*    *[Signature]*    *[Signature]*    *[Signature]*  
*Chell Chell*

Approved by Registrar-General of Land under No. 1995/5004.

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buildings or improvements of the Grantor where such costs are occasioned by the operations of the Grantee pursuant to this forestry right.

- k) Advise the Grantor prior to the Grantee or his contractors agents and employees entering on the Forest Land for the purpose of maintaining or harvesting the Tree Crop and carry out such work in a way which shall cause the least possible annoyance or disturbance to the Grantor and the Grantor's stock.
- l) Have the right generally to do upon the Forest Land whatever may be necessary or convenient for maintaining and harvesting or otherwise disposing of the Tree Crop and for obtaining the full benefit of the right and privileges hereby granted.
- m) Erect such signs and notices on any part of the Grantor's Land indicating the interest of the Grantee as is desirable to ensure safety and minimise hazards.

**13. Assignment**

THE Grantee shall be entitled to assign his interest in this forestry right without the prior written consent of the Grantor.

**14. Forest Damage**

THE Grantee shall insure the forest growing on the Forest Land against any liabilities arising under the Forest and Rural Fire Act 1977 and the Forest and Rural Fire Regulations 1979 (with respect to the Tree Crop only).

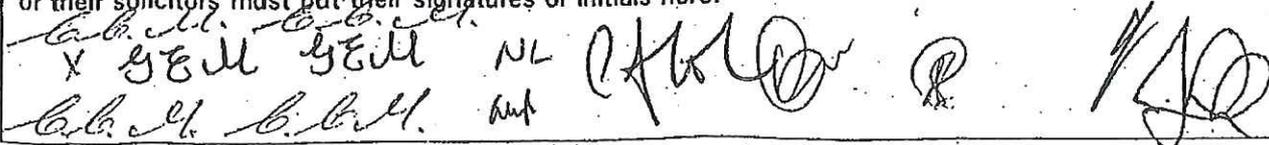
**15. Termination**

At or before the expiry of the term of this forestry right the Grantee may remove any improvements on the Forest Land which have been made by the Grantee and the Grantee shall be under no obligation to replant or prepare for replanting.

**16. Use of Forest Land in accordance with this forestry right.**

THE Grantee shall only use the Forest Land in accordance with this forestry right and will not remove from the Forest Land any clay mineral metal rock or other substance except for the building and maintaining of any roads or tracks on the Forest Land or the Right of Way.

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 X GEM GEM NL [Signature] [Signature] [Signature]

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**17. Title to the Tree Crop**

**THROUGHOUT** the term of this forestry right the Tree Crop shall be the property of the Grantee but on termination of this forestry right the Grantee shall have no further right therein.

**18. Mutual Covenants**

**NEITHER** party will carry out any act or grant to any lessee or licensee or any other person any rights which may or could cause any danger to any Tree Crop of the other party or impede or affect in any material respect the rights of the other party and without limiting the generality of the foregoing neither party shall in any circumstances light a fire in or within the immediate vicinity of the Forest Land.

**19. No Partnership or Agency**

**NOTHING** in this forestry right shall create or constitute, or be deemed to create or constitute a partnership between the parties, not to constitute or create, or be deemed to create or constitute a party as an agent of any other party for any purpose whatsoever. No party shall have any authority or power to bind or commit, act or represent or hold that party out as having authority to act as an agent of, or in any way to bind or commit the other party to any obligation..

**20. Force Majeure**

**SHOULD** either party hereto be unable to perform their obligations or undertakings hereunder totally or partially by reason of war, restrictions or prohibitions of the Government of New Zealand or local or other lawful authority

the taking of the whole or a part of the Forest Land by proclamation the altering of existing legislation fire storm earthquake or Act of God disease blight or infection of timber or any other cause beyond the control of that party not being caused by an economic or commercial factor or a cause arising from the act or omission or the negligent act of that party then to the extent to which and for the time only during which a party is unable to perform their obligations hereunder that party may be relieved from the performance of them and if by reason of such occurrence preventing performance or the exercising of rights hereunder the intentions of the parties (which intentions include that the Grantee obtain the benefit of the Tree Crop) whether in whole or in part are frustrated then either party may apply to the other for an extension of the term of this forestry right to enable the harvest of the Tree Crop, or for a full or partial termination of this forestry right upon terms to be agreed upon or failing agreement to be settled by arbitration. If the other

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*[Handwritten signatures and initials]*

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party withholds its consent to an extension of term or to a full or partial termination or the terms of a full or partial termination cannot be agreed then the question shall be settled by reference to arbitration and the decision or award of the arbitrator shall be that that the arbitrator considers in the circumstances most fair, reasonable and in accordance with the spirit and intention of the terms of this forestry right.

21. Arbitration

IN the event of any dispute or difference arising directly or indirectly between the parties hereto in relation to all or any of the provisions of these presents the same shall be determined by the award of one arbitrator who shall be appointed by the parties if the parties can agree on a mutually acceptable appointment but failing such agreement shall be appointed on the application of either party by the then President of the Otago District Law Society. All such arbitrations to be conducted under and pursuant to the provisions of the Arbitration Act 1996 and any amendments and re-enactments thereof.

22. Notices

ANY notice which pursuant to or for the purposes of these presents either party may wish to give to the other shall be deemed to have been adequately given if it shall be in writing and shall be delivered in an envelope addressed to that other party by registered post at the last known address of that party PROVIDED ALWAYS that nothing herein shall preclude the service or delivery of any such notice in any manner specified in Section 152 of the Property Law Act 1952.

23. Costs of this Forestry Right

EACH party shall pay their own costs of and incidental to the preparation and registration of this forestry right. The Grantee shall pay all disbursements.

24. COLIN Currie Mackay, Gwenda Elizabeth Mackay, and Robert Cameron White, who enter into this forestry right as a grantee enter into and execute this forestry right as the trustees of a trust established by Deed of Trust dated 25 May 1979 but not further in their personal capacities or otherwise (unless provision is made for them to enter into this forestry right in another capacity) and with the intent to bind only the person or persons for the time being filling the office of such Trustees during that time that they hold that office and not thereafter and the liabilities and obligations of such Trustees hereunder for the performance or observance of any covenant or provisions herein contained or implied (whether to the Grantor or to any other grantee) shall at all times and for all

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*Colin Mackay Gwenda Mackay Robert Cameron White*  
*x [Signature] [Signature] [Signature]* *NR [Signature] [Signature]*

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purposes be construed not as an unlimited personal liability but as an obligation to perform and observe the said covenants and provisions out of and only so far as will extend all property and funds belonging to the trust or coming into the hands of the Trustees in the course of their administration of the trust or after the date of any action brought to enforce that liability are available to be resorted to and applied in satisfaction thereof.

SCHEDULE

7289.6025 hectares more or less being Run 670 Ohau Lake Survey District, and Run 532 Ahuriri, Ohau Lake and Longslip Survey Districts, and being all of the Grantor's leasehold interest in the land comprised and described by Certificate of Title Volume A2 Folio 1131 (Otago Registry).

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*YEM YEM* *cbll* *NL* *Q* *R* *400* *ELG*  
*cbll* *cbll* *cbll* *and*

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### Annexure Schedule

Insert below:-  
"Mortgage", "Transfer", "Lease" etc

transfer dated 29 February 2000 page 03 of 12 pages

Continuation of "Attestation":

Signed by the transferor:  
COLIN CURRIE MACKAY

*Colin Mackay*

In the presence of  
Witness Signature:

*Nicholas*

Witness Name: NICHOLAS COLIN GLADSTONE LUCAS

Witness Occupation: CLERK

Witness Address: DUNEDIN

Signed by the transferor:  
COLIN CURRIE MACKAY

*Colin Mackay*

In the presence of  
Witness Signature:

*Nicholas*

Witness Name: NICHOLAS COLIN GLADSTONE LUCAS

Witness Occupation: CLERK

Witness Address: DUNEDIN

Signed by the transferor:  
GWENDA ELIZABETH MACKAY

*G E Mackay*

In the presence of  
Witness Signature:

*NICH* *Nicholas*

Witness Name: NICHOLAS COLIN GLADSTONE LUCAS

Witness Occupation: CLERK

Witness Address: DUNEDIN

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*Colin* *G E* *NICH* *Nicholas*  
*you you* *and*  
*Colin* *NL* *Colin* *you*

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Annexure Schedule

Insert below:-  
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transfer

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Continuation of "Attestation":  
Signed by the transferor:  
ROBERT CAMERON WHITE

*[Handwritten signature of Robert Cameron White]*

In the presence of  
Witness Signature:

Witness Name: CHRISTOPHER JOHN GLADSTONE LUCAS

Witness Occupation: SOLICITOR  
DUNEDIN

Witness Address:

Signed by the transferee:  
COLIN CURRIE MACKAY

*[Handwritten signature of Colin Currie Mackay]*

In the presence of  
Witness Signature:

Witness Name: NICHOLAS COLIN GLADSTONE LUCAS

Witness Occupation: CLERK

Witness Address: DUNEDIN

Signed by the transferee:  
COLIN CURRIE MACKAY

*[Handwritten signature of Colin Currie Mackay]*

In the presence of  
Witness Signature:

Witness Name: NICHOLAS COLIN GLADSTONE LUCAS

Witness Occupation: CLERK

Witness Address: DUNEDIN

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*[Handwritten signatures and initials of signing parties and witnesses]*

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### Annexure Schedule

Insert below:-  
"Mortgage", "Transfer", "Lease" etc

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Continuation of "Attestation":

Signed by the transferee:

GWENDA ELIZABETH MACKAY

*G E Mackay*

In the presence of  
Witness Signature:

*Nicholas*

Witness Name:

NICHOLAS COLIN GLADSTONE LUCAS

Witness Occupation:

CLERK

Witness Address:

DUNEDIN

Signed by the transferee::

ROBERT CAMERON WHITE

*Robert White*

In the presence of  
Witness Signature:

*Christopher John Gladstone Lucas*

Witness Name:

CHRISTOPHER JOHN GLADSTONE LUCAS  
SOLICITOR  
DUNEDIN

Witness Occupation:

Witness Address:

Executed by the Transferee:

NEW ZEALAND FOREST RESEARCH  
INSTITUTE LIMITED

X *[Signature]*  
Authorized Signatory  
CEO, Institute

in the presence of:

witness signature: X *[Signature]*

witness name : X *[Signature]*

witness occupation: X *Personal Assistant*

witness address : X *Roberts*

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X *G E M G E M* and *N C* *[Signature]*  
*[Initials]* *[Signature]* *[Signature]* *[Signature]* *[Signature]*



# Annexure Schedule

Transfer

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*l.b.l.* *l.b.l.*  
*l.b.l.* *l.b.l.*

*YEM*  
*YEM*

*NC* *[Signature]* *[Signature]* *[Signature]*

Approved by the Registrar-General of Land, No. 1995/1002

# Transfer

Land Transfer Act 1952

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



RECALL FILE LABEL



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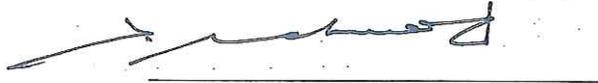
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**Execution Section**

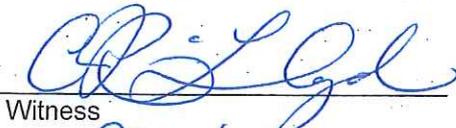
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This Proposal (including the schedules and appendices) is signed by the Commissioner and the Holder as a binding agreement.

**SIGNED** by the **Commissioner of Crown Lands** pursuant to the Crown Pastoral Land Act 1998 in the presence of:



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Witness

Solicitor

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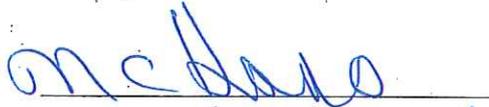
Occupation

Wellington

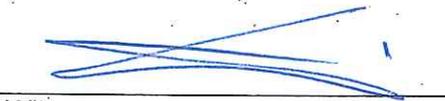
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Address

**SIGNED** by **Maree Caroline Horo** in the presence of:



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Witness

**Kirsty Ann Morris**

---

Occupation

Solicitor  
Christchurch

Address

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