

## Crown Pastoral Land Tenure Review

Lease name: STEW POINT

Lease number: PT 113

# Due Diligence Report (including Status Report) - Part 2

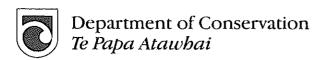
This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

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

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

July

09



Our ref: PAR 019, PTR 113, PTR 099

12 March 2002

Glasson Potts Fowler P O Box 13875 Christchurch

Attention: Carl Kelly

Dear Sirs

#### PASTORAL LEASE STATUS CHECKS - STEW POINT AND CHETWYND

I refer to your letter of 5 March 2002.

Chemyrd / stem Pond

I have checked the Department of Conservation's land records. There is no public conservation land that shows on the Department's land records as being either within the boundary of either the Streamlands or Manahune Pastoral Leases. There is the possibility that marginal strips may be present on any qualifying waterways within the boundaries however.

Chetwynd (Run 309) was renewed for a term of 33 years from 1995, and Stew Point (Run 297 & Pt Run 303) was renewed from 1997. Both titles are shown as being subject to Section 58 of the Land Act 1948. I understand the "Lilybank" case throws considerable doubt onto the legality of any strips set aside under Section 58 of the Land Act, which were not defined on a survey plan. If these properties are not subject to Section 58 Strips, because they were both renewed since the inception of Part IV of the Conservation Act 1987, they will be caught by the provisions therein. Whether there are any qualifying waterways is a question that is yet to be answered. If there are qualifying waterways, the properties are subject to marginal strips, but the question is whether they are the fixed (Sec 58) or moveable (Part IV) variety.

There will be no concessions granted on any potential marginal strips on the subject properties, save for a number of generic guiding concessions covering the majority of the public conservation estate in the Canterbury Conservancy.

Yours faithfully

Robert Cant

Statutory Land Management Officer (Community Relations)

For Conservator, Canterbury

Email: Rcant@doc.govt.nz

Canterbury Conservancy



5 March 2002

Conservator
Department of Conservation
Private Bag
CHRISTCHURCH

ATTENTION: Robert Cant

Dear Sir

PASTORAL LEASE STATUS CHECKS

Glasson Potts Fowler Limited have been engaged to undertake several Land Status Checks on behalf of Opus International Consultants Limited as part of the Pastoral Lease Tenure Review.

Currently I am dealing with two leases within your conservancy in the Canterbury Land District, namely:

1) Stew Point Run 297 and Pt Run 303 CT 1D/1466

2) Chetwynd Run 309 CT 895/47

Relevant cadastral plots of the properties are attached along with current copies of registered leases.

Could you please peruse your records for land contained within the peripheral boundaries of the above properties with regard to conservation area status, and provide details of any current concessions or other known interests. Please forward any relevant plans of areas, if appropriate.

It would be appreciated if your response were available by March 22nd to ensure the Land Status Reports comply with the Opus International Consultants deadlines. Please advise if there is likely to be any difficulty in meeting this timeframe.

Thank you for your assistance.

Yours faithfully

Carl Kelly

Quality Control Officer





## **View Statutory Action**

Parcel

Crown Land Survey Office Plan 4940

Current Purpose Crown Land Reserved from Sale (Marginal Strip)

Parcel Status Current

**Statutory Action** 

Sec 122 Land Act 1908

Type

Other Statutory actions

Recorded 25/11/2000

Action Create Status Current

Statute

Purpose

Crown Land Reserved from Sale (Marginal Strip)

Name

Comments

\*\*\* End of Report \*\*\*

50 4940 Adjoins Run 297. + Rongitata River





## **View Statutory Action**

Parcel

Crown Land Survey Office Plan 4941

Current Purpose Crown Land Reserved from Sale (Marginal Strip)

Parcel Status Current

Statutory Action

Sec 122 Land Act 1908

Type

Other Statutory actions

Recorded 25/11/2000

Action Create Status Current

Statute

Purpose

Crown Land Reserved from Sale (Marginal Strip)

Name

Comments

\*\*\* End of Report \*\*\*

504941

Adjoins PT Rin 303 à Rangitata River

a Continues
eastmads





# **View Statutory Action**

Parcel

Rural Section 39047

Current Purpose Land declared no longer required for Education Purposes

Parcel Status Current

**Statutory Action** 

Recorded 25/11/2000

Action Create Status Historic

Statute

Purpose

Teachers Residence

Name

Comments

Statutory Action

Туре

Recorded

Action

Status

New Zealand Gazette 2000 p 4150

New Zealand Gazette 1964 p 705

Gazette Notice

Gazette Notice

20/12/2000

Referenced

Current

Statute

Purpose

Land declared no longer required for Education Purposes

Name

Comments

\*\*\* End of Report \*\*\*

260

1908.]

Consolidated Statutes.

Commonage Act, 1883," containing seven hundred acres, more or less, and the lands comprised within the Native Reserves eight hundred and seventy-eight, eight hundred and eighty-nine, and eight hundred and six, as if they had never been included in the aforesaid Second Schedule.

Board to classify lends. 1892, No. 37, sec. 108

120. (1.) The Board, subject to the approval of the Governor, at any time and from time to time, by notice in the Gazette, may declare that any land not already classified shall belong to any of the said classes, and also that any land already classified shall cease to belong to any of such classes.

(2.) No land which has been declared to be town or suburban land shall cease to belong to such classes respectively without the consent

previously obtained of the Governor.

121. All sections shall, as far as the features of the country will admit, be of a rectangular form, with due regard, however, to fencing-lines, and, when fronting a road, river, lake, or the sea-coast, be of a depth not less than twice the length of the frontage; but where rural land is open for selection before survey, then, except with the approval of the Commissioner, no application for any section thereof shall be received if the section has a less depth than forty chains from a frontage line, unless it is bounded by other frontage lines or by private lands.

122. There shall be reserved from sale or other disposition a strip of land not less than sixty-six feet in width along all high-water lines of the sea, and of its bays, inlets, or creeks, and along the margins of all lakes exceeding fifty acres in area, and along the banks of all rivers and streams of an average width of not less than thirty-three feet, and, in the discretion of the Commissioner, along the bank of any river or

stream of less width than thirty-three feet.

123. All town and suburban lands and village lands (not being within any village settlement) may be offered for sale by auction in sections, the size or extent and upset price of which shall be fixed and determined by the Board, subject to the approval of the Governor, and to the condition that no town lands shall be sold at a rate less than twenty pounds per acre, and no village lands at less than three pounds per acre, and no suburban lands at less than two pounds per acre.

124. (1.) All town and suburban and village lands (not being within any village settlement) may be let at a rent not less than five per centum per annum on the value of the land as determined by the

Board with the consent of the Minister.

(2.) The lease may, at the discretion of the Board, be either—

(a.) A lease for any term not exceeding ten years; or

(b.) A renewable lease on the same terms and conditions as a renewable lease of rural land, save that the term of such lease and of every renewal thereof shall be thirty-three years instead of sixty-six years, and save also that in the event of such a lease not being renewed the value of any improvements on the land shall not constitute a debt due to the lessee by the Crown, but shall be paid by the incoming tenant or purchaser, as the case may be.

125. All rural lands may be classified by the Board into firstclass, second-class, and third-class lands, and the capital value thereof shall be fixed by the Board at the prices following, that is to say:—

of allotments. Ibid, see, 109

Survey and form

Vo. III. p. 266. Sec. 122. Index a solution sin us Aut falls a solution sin us Aut falls a solution sin us and the solution of the solution of

Town and suburban lands to be sold at the city of the sold at the

L ase of town,

Lase of town, submban, and village lands, 1907, No. 51, sec. 37

Classification and cash price of rural lands. Ibid. sec. 38

# CROWN LAND REGISTER

1 0 FEB 1987

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ile	Selector J.C. Kolkana	File Pu3	1	Date of Selection	Years From	R.V. Price	R.V. A/Rent Price Instalment			Det. Exp.
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				DETAILS O	F RESERVATIONS	· · · · · · · · · · · · · · · · · · ·		<del></del>	<del></del>	
•••••	Purpose or Classification		Gaz	ette	Administering Bo	dy	Ve	sted	Cor	trol & gement
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	Ref: 24640	16	<del></del> -		C.L./C.T./Deeds Ref:	D/1466				
Desc	Rum 2 CT	7 Ste	w f	Cint"	* Run 303"	Coal	,		**********	

WARAWITI SH WEY DISTRICT (cont'd) MILLS SETTI ENT

SLIDVEY DISTRICT SURVEY DISTRICT

TOWN IR MINA Coppelal MORTEN SETTLEMENT

SURVEY DISTRICT

SLIRVEY DISTRICT

TOWESHIP CT OFAWA CONT SURVEY DISTRICT

#### TOWNSHIP OF OPAWA CONSURVEY DISTRICT

TOWN OF ORARI COMM.

SURVEY DISTRICT

TOWN OF ORARI CONT.

SURVEY DISTRICT

#### RUN INDEX CARD.

#### SURVEY DISTRICT

PASTORAL RUNS CONT.

CLIBVEY DICTOICT

FASTORAL RUNS CONT.

SLIBVEY DISTRICT

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895/55	304	529/88	1	C/A 51561/1	327	5D/1389
g. 529423175 in	305	529/224 62,310076	315	529/12	328	5D/1352
G/N 89397/1	306	529/208	716	529/227 378/1268	.328A	5D/1353
529/225	307	895/48-350 351	17	6B/334	329	6B/313
SOSTON WEN	308	895/95	318	3B/394	329A	6B/314
	309	895/47	319	529 /218, DPL	330	7B/447
194 529/234	310	TARTOSS GR	320	3D/690 CLA QUSOST	331	7B/480
296 5:00/215	310	59262/1	321		331A	78/481
1D/1466		95280/1	322	3D/625	332	9K/879
796 529 187 R. \$10873 40875 410541016416241171		C/A 82490/1	323	529 30	332A	9K/878
294	311	529/212	324	529/59	333	
3 529/31	312	529/214		5B/368	333A	200 165
301 529/81 301 529/84	313	529/203	325	58/1142	334	9K/1410
303 1D/1466	314	529/213	326	5B/1143	334A	9K/1409

PASTORAL RUNS

(Cont'd)

SURVEY DISTRICT

RIOCK

W 5/8

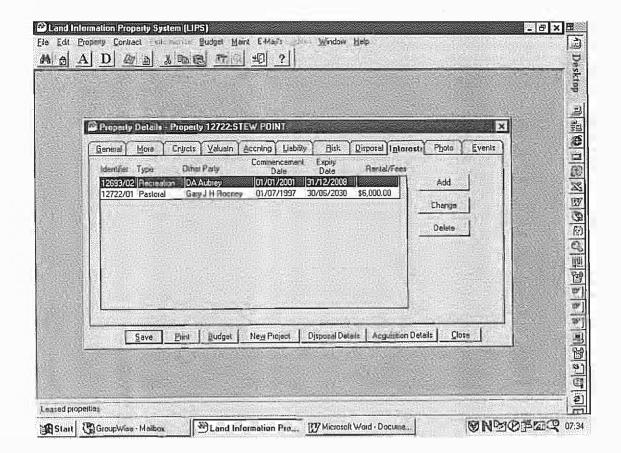
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# BLOCK

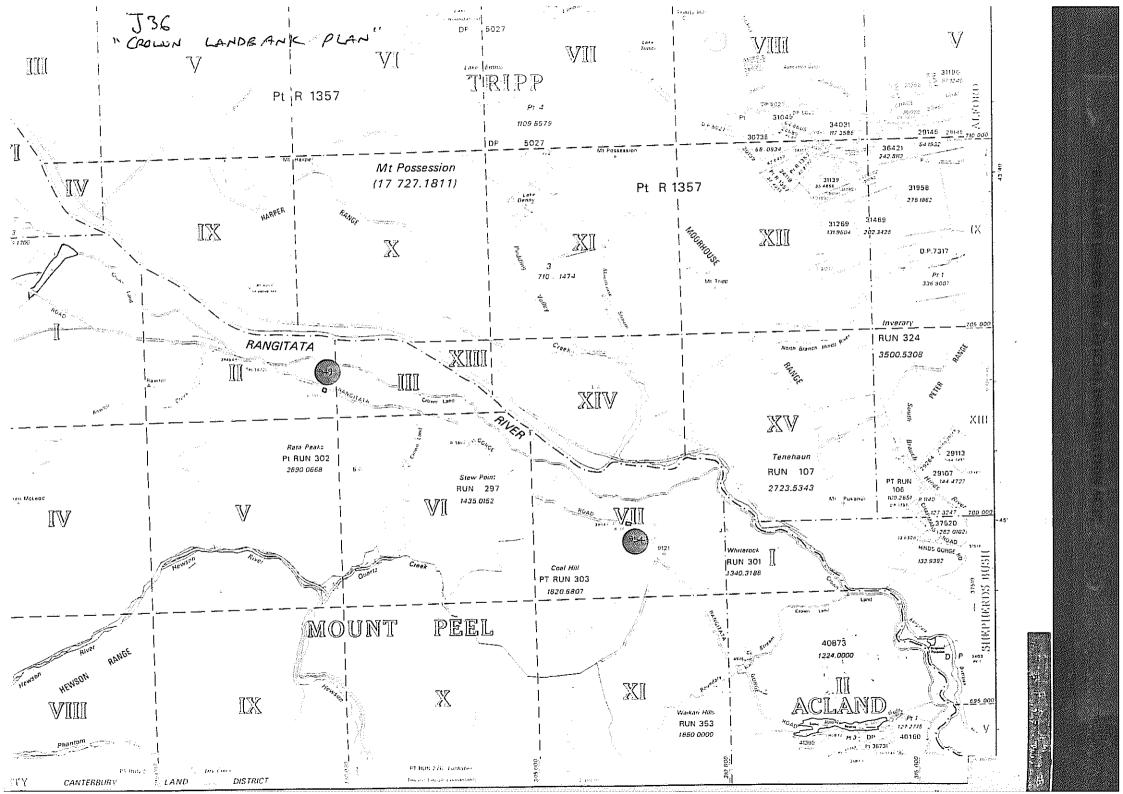
BLOCK

LIPS ID	Region	LD	Property name	Propert, pe	Legal Description	Rail CP.	Area (ha)	Ct/Gazette Ref	LINZ File ref
12572	Christchurch	DN	SUNSET FARM	Crown Pastoral Leases	RUN 206D KYEBURN AND SWINBURN SURVEY DISTRICTS.		1594.4614	3A/149	CPL/04/11/12572
12573	Christchurch	ĎΝ	MT ALBERT STATION	Crown Pastoral Leases	PT RUN 772 BLOCK XI HAAST SURVEY DISTRICT BLOCK I AND V MCKERROW SURVEY DISTRICT BLOCKS IV VI VII VIII X XI XII XIII XIV XV AND XVI WILKIN SURVEY DISTRICT MT POLLUX AND UPPER WANAKA SURVEY DISTRICT.		11931	3C/209	CPL/04/11/12573
12576	Christchurch	DN	MATAKANUI STATION	Crown Pastoral Leases	RUN 238N LAUDER AND WAKEFIELD SD		3601.7021	CT 3D/219	CPL/04/11/12576
12578	Christchurch	DN	MICHAEL PEAK	Crown Pastoral Leases	RUN 684 HAWKDUN SD [SEC 2 3 4 13 14 BLK VIII BLACKSTONE SD [RUN 784 BLACKSTONE SD		5038.66	CT 4D/403, CT 4D/401	CPL/04/11/12578
12579	Christchurch	DN	SHAG VALLEY STATION	Crown Pastoral Leases	RUN 781 BLK I II AND XVI WAIHEMO SD		1821.085	CT 4C/705	HO164 -
12651	Christchurch	IN	WHITECOMB	Crown Pastoral Leases	PART SEC 1 SO 11735		11464	CL 10A/158	CPL/04/12/12651
12653	Christchurch	IN	ARDROSS STATION	Crown Pastoral Leases	RUN 559 BLK VIII IX XV XVI XXI WAIRAKI SD		3250	CT 206/5	CPL/04/12/12653
12655	Christchurch	IN	KINGSTON STATION	Crown Pastoral Leases	RUN 323A KINGSTON LORN ROCKYSIDE SD		5671.6693	CT 201/158	CPL/04/12/12655
12657	Christchurch	IN	THE JOLLIES	Crown Pastoral Leases	RUN 575 BLKS IV VII EYRE SD AND LOT I DP 6761.		1164.6908	CT 229/98	CPL/04/12/12657
12668	Christchurch	IN	LORNE PEAK	Crown Pastoral Leases	PT RUN 323 B KINGSTON SD		5537.23	CT 201/179	CPL/04/12/12668
12696	Christchurch	СН	LOCHABER	Crown Pastoral Leases	PT RUN 276 MT PEEL, FOUR PEAKS, ACLAND,ORARI SD [ RS 42318 MT PEEL, SD[ SEC 1 SO 16699		9937.0832	529/65 [529/65	CPL/04/10/12696
12708	Christchurch	СН	MANAHUNE	Crown Pastoral Leases	RUN 291 MANAHUNE. BLK IX XIII XIV TENGAWAI SD		1246.4317	CT 895/55	CPL/04/10/12708
12713	Christchurch	СН	STREAMLANDS	Crown Pastoral Leases	RUN 72B STREAMLANDS. BLK XII XVI GLADSTONE SD; BLK IX X XIII XIV MACKENZIE SD; BLK II DALZELL SD		5840	CT 895/97	CPL/04/10/12713
12714	Christchurch	CH	CHETWYND	Crown Pastoral Leases	RUN 309 CHETWYND. BLK IX X TENGAWAI SD		791.1604	CT 895/47	CPL/04/10/12714
12715	Christchurch	CH	SILVER HILL	Crown Pastoral Leases	RUN 306 SILVER HILL. BLK IX X XIII XIV TENGAWAI SD		1141.2135	CT 529/208	CPL/04/10/12715
12721	Christchurch	CH	THREE SPRINGS	Crown Pastoral Leases	RUN 322 'THREE SPRINGS' BLOCK I HANDV TENGAWAI SURVEY DISTRICT.		871,2882	3D/625	CPL/04/10/12721
12722	Christchurch	CH	STEW POINT	Crown Pastoral Leases	Run 297' Stew Point' & Pt Run 303 "Coal Hill" Blks 111,V1,V11,X & X1 Mt Peel Survey District		3255.6959	1D/1466 [1D/1466	CPL/04/10/12722
12724	Christehurch	СН	STONY CREEK	Crown Pastoral Leases	RUN 317 'STONY CREEK'BLOCKS XV XVI GLADSTONE SURVEY DISTRICT XIII XIV MACKENZIE SURVEY DISTRICT BLOCKS III IV AND VIII HEWLINGS SURVEY DISTRICT BLOCKS I II DALZELL SURVEY DISTRICT.		7640	6B/334	CPL/04/10/12724
12725	Christchurch	СН	BLACK FOREST	Crown Pastoral Leases	RUN 328 'BLACK FOREST' HEWLING SURVEY DISTRICT.		7942	5D/1352	CPL/04/10/12725
12730	Christchurch	CH	МТ СООК	Crown Pastoral Leases	RUN 341 MT COOK. BLK I II VI X JOLLIE SD; BLK V X XV XVI CASS SD		2462.5901	CT 15F/ 1376	CPL/04/10/12730
12731	Christchurch	CH	INVERCROY	Crown Pastoral Leases	RURAL_SEC 41297 41512 BLK II III VI VII VIII XI XII XIV XV DALZELL SD	. *	2457	CT 32A/379	CPL/04/10/12731



	interest - 12722	- STEW POINT			×
13	[nterests (L)	eases, Easembols elc)		<u> </u>	) lal
C	lden her	i 2598/02	Rental		
S I	Other Party	DA Aubiey	Address	RD 20	
	Type / Purpose	Recreation 💌		Peel Forest	
	Term	9 yrs	Phone		
	Commencement Date	01/01/2001	Fox	danido — Sanor myreksio —	
	Expey Dale	31/12/2008 Yes ▼ Is the	Interest curren	*	
	Conlingent Events		⋾		
	Conditions	T		new Event e.g. Fea New Event   w. Interest Renewal	
	Notes	Recreation Permit RP(085, also over B [12697] and Dry Creek [12786]. Renta indicated in Interest ID.	en McLeod (12 Il details listed (	2693, Rata Peaks against property	
				Save   Close	

	△ Interest - 12722	STEW POINT			×	
15	Interests (Le	onses, Easements etc)		gar samaki da	la	
	Identilier Other Parti	12722/01 Gary J H Rooney	Renial Address	\$6,000.00 Wailuna		
	Type / Purpose	Pastoral Lease 23 years	] Phone	RD 8 WAIMATE		
	Commencement Date. Expry Date	01/07/1997 30/06/2030 Yes	Fax			
	Contingent Events  Contilions		Add a	now Event e g: FeeN	ew Event	
	Notes	KF File Ref:Pt 113	, <del>1</del>			
				<u>.</u>		
	Contracting Constitutions			<u>S</u> we	Clean	



Pastoral Database Cover Universe THE od क्रिकेश का किस्ता मा किस्ता का किस्ता मा किस्ता कर किस्ता मा किस्ता कर किस्

LINZ ID: 12722

File Ref#Pt 113

Lease name Stew Point

General details:

Tenure type: Pastoral Lease

Term (yrs): 33

Right of renewal: YES

Review period:

Location: Rangitata

Land district: Canterbury

Local authority: Timaru District Council

Area (ha): 3255.6959

Farm manager (where different to other details):

Name+ address for billing:

Legal lessee name + address (where different to billing details):

Tenant Code: GROONEY

Name: Gary J.H. Rooney GJH Rooney

Name:

Address: Waituna RD8 WAIMATE Address: Waituna

RD8 WAIMATE

Name (abbreviated from full lessee details below):

Address:

Full lessee details as in title: Gary James Hervert Rooney

Entity: Individual

Date title checked: 11/12/98

Legal description: RUN 297 'STEW POINT' AND PART RUN 303 'COAL HILL' BLOCKS III,VI,VII,X AND XI MT PEEL SURVEY DISTRICT

Land registry Ref: 1D/1466

Office:

Timaru

Officer: Ray Ward Smith

Rental details:

On billing YES system:

Commencement 1/07/97 date:

Expiry 30/06/2030

Rent review 1/07/08 date:

Latest LEI: \$400,000.00

Latest LEI date: 30/06/95

Rental value: \$400,000.00

date:

Rent basis: 1.5%

Net Annual rent: \$6,000.00

GST: \$750.00

Charge frequency: 1st Jan & 1st Jul Period Charge (Inc GST): \$3,375.00

Rental

Rebate case: NIL

9=1/9th, 10=1/10th, or NIL

Rebated Period Charge (inc GST), where applicable:

notes:

Government valuation data: Valuation updated 6/8/93

notes:

Roll references:	Roll dates:	Capital values:
24640/01600	1/09/99	\$1,080,000.00
·		
Comb	ined capital values:	\$1,080,000.00

#### 'ock limit data:

Personal = Blks C & D, Max 450 wihrs end Dec - mid April.

Base Limits:			Personal limits:			
Sheep	3850		Sheep	6100	Deer	
Breeding ewes	2250		Breeding ewes	4400	Goats	
Cattle	20		Cattle	320	Thar	
Breeding cows		<b>-</b> .	Breeding cows	120	Horses	

#### **General information:**

Notes:

Transfer registered 24.3.98, CCL case 98/171.

Interest details:

(Note: Interests include Recreation Permits, Variations, and Easements)

Operates over the following leases (for interests):

Interests on this lease:

OPM: 928473 FileRef: **RPI047** 

Reason for change:

Effective date:

CCL case no:

Signed:

# PARTICULARS AND CONDITIONS OF SALE

of

# STEW POINT STATION RANGITATA GORGE PEEL FOREST, GERALDINE

to be sold by public auction on account of

#### MRS D.O. KELLAND

[hereinafter called "the Vendor"]

by Wrightson Limited

at 2 p.m. on Thursday the 27th day of November 1997

at

GERALDINE DOMAIN PAVILION
GERALDINE

ARGYLE WELSH & CO.,

Incorporating Robinson Robinson & Gregg SOLICITORS, ASHBURTON.

#### PARTICULARS AND CONDITIONS OF SALE

of a property to be offered for sale by auction by Wrightson Limited ("the Auctioneer") at Geraldine Domain Pavilion, Geraldine at 2 p.m. on 27th November 1997 for and on behalf of D.O. Kelland ("the Vendor")

#### **INTRODUCTION**

- 1. The Vendor, <u>D.O. Kelland</u> is selling by public auction the property described in the Particulars on the terms set out in:
  - a. The Particulars
  - b. The Special Conditions of Sale
  - c. The Auction Conditions
  - d. The General Conditions of Sale
- 2. The Particulars and Special Conditions of Sale and the Auction Conditions will be read out.
- 3. The General Conditions of Sale will not be read out, but they are:
  - a. The Standard General Conditions of Sale (6th Edition, 1995) approved by the Real Estate Institute of New Zealand and by the New Zealand Law Society, but with clauses 5.2 and 5.3 replaced and clauses 2, 5.1, 7, 8 and 14 deleted.
  - b. Publicly displayed.
  - Available to any person on application to the Auctioneer before the auction is conducted.
- 4. The Vendor's Solicitors are Messrs Argyle, Welsh & Co., Legal House, 160 Havelock Street (P.O. Box 433), Ashburton.

#### **PARTICULARS**

Address of Property:

Rangitata Gorge Road, Peel Forest, Geraldine

Legal Description:

An estate of leasehold

Area

Legal Description

Certificate of

Title Reference

3255.9497 ha

Run 297 "Stew Point" and part

Register 1D

Run 303 "Coal Hill" situated

Folio 1466

in Blocks III, VI, VII, X

Canterbury Registry

and XI Mount Peel Survey

District

<u>SUBJECT TO AND TOGETHER WITH</u> all easements covenants restrictions and conditions as set out on the Certificate of Title (hereinafter called "the property")

#### SPECIAL CONDITIONS OF SALE

- Possession Date (clause 3.2 of the General conditions)
   The possession date shall be the 16th day of February 1998
- Interest Rate for Late Settlement (clause 3.3 of the General Conditions)
   per annum
- Goods and Services Tax ("GST")
   Bids do not include GST. Goods and Services Tax (if any) shall be additional to the purchase price at which the property is declared by the Auctioneer to be sold.

The attention of bidders is drawn to the provisions of clause 6 of the Auction Conditions and clause 13 of the General Conditions which cover the payment of GST.

4. GST Date (clause 13 of the General Conditions)

#### 5. Overseas Investment Commission

Should the Purchaser require the consent of the Overseas Investment Commission in order to complete this purchase, he undertakes to forthwith do all such things as may be necessary to obtain such consent.

#### 6. Requisitions on Title

By signing the Memorandum of Agreement, the Purchaser will acknowledge having had adequate time to approve title. Consequently, the provisions of clause 5.2 of the General Conditions do not apply and are replaced as follows:

#### Clause 5.2

"The title to the property is under the provisions of Section 83 of the Land Act 1948 and no requisition in respect of title shall be made by the Purchaser."

Clause 5.3 of the General Conditions does not apply and is replaced as follows:

#### Clause 5.3

"The area and description of the property in the Particulars is believed to be correct and if any error shall be found therein it shall not annul the sale; nor shall compensation be allowed in respect of any such error."

- 7. a. The Purchaser acknowledges that the Purchaser has inspected the property and purchases the same solely upon the Purchaser's own judgment and not in reliance on any representation or statement by the Vendor or any agent of the Vendor.
  - b. The Vendor does not warrant the accuracy of any matter or fact contained in the Particulars or any advertisement of sale or marketing brochure published in respect of the property.

- 8. The property is sold subject to the provisions of an Agreement for Access and Water Supply dated the 28th day of October 1997 and made between the Vendor, Waikari Hills (1989) Limited and Rangitata Rafts Limited a copy of which may be inspected on application to the Auctioneer before the auction is conducted.
- 9. The parties agree that the purchase price is the "Cash Price" as defined by Section 2 of the Credit Contracts Act 1981 and that for the purposes of the Accruals Tax Legislation the purchase price is the lowest price and there is no element of capitalised interest contained therein.
- 10.(a) This sale includes all fixed floor coverings, stoves, electric light fittings, blinds, dishwasher, curtains and drapes, contained in the Homestead and Cottage on the property (valued at \$5,000.00). The trees on the property are agreed by the parties to be volved at \$5000.
  - (b) Certain plants on the property, which have been clearly tagged, are not included in the sale. They are the property of the Manager and will be removed prior to possession.
- 11.(a) The sale is subject to the consent of the Commissioner of Crown Lands as Lessor and the Purchaser shall within ten (10) working days of the date of the auction deliver to the Solicitors for the Vendor any statement, declaration or other document required by law to be completed by the Purchaser pursuant to the Land Act 1948 for filing with the application for the consent of the Commissioner.
  - (b) The Vendor will apply for the consent of the Commissioner and both Vendor and Purchaser shall use their best endeavours to obtain such consent without delay. In the event of the Commissioner not approving the sale within two (2) calendar months from the date of the auction the Vendor shall be at liberty at her option to cancel the sale in which case the deposit paid by the Purchaser shall forthwith be refunded. If the consent is granted subject to conditions to which both parties shall in writing agree, or subject to conditions not prejudicial to the Purchaser, and the Vendor within six (6) working days after the granting of such consent gives notice in writing to the Purchaser or his Solicitors of the Vendor's willingness to comply with such conditions, then the subjoined Memorandum of Agreement shall be binding on the parties as modified by such conditions.
- 12. The Purchaser shall have the option to be exercised by notice in writing within six(6) working days of the date of the auction to purchase all of the stock and plant

including shearing machines standing on the property together with any hay and baleage as at the date of possession. The price for the same shall be fixed as at the date of possession by agreement between the parties or in default of agreement then by two valuers one to be appointed by the Vendor the other to be appointed by the Purchaser and the Valuers' umpire to be appointed by the said Valuers. The purchase price plus GST thereon shall be payable by the Purchaser to the Vendor in cash within seven days of the date of receipt of the completed valuation schedules but in any event not prior to the date of possession.

- 13. The Vendor shall retain cutting rights in respect of the wood lot shown on the plan annexed hereto for a period of ten (10) years from the date of the auction and the Purchaser shall at all times on receiving reasonable written notice grant to the Vendor or her agents access to the said wood lot to enable the felling and removal of the trees therefrom. After felling, the area will be left clear and ready to replant and fences will be re-instated.
- 14. Reserve 3863 is not included in the sale as the same is unalienated Crown Land which the Vendor has been permitted to use and occupy subject only to the payment of the rates relating thereto. The Purchaser may, if so desired, apply to the Commissioner of Crown Lands for similar rights of use and occupation.

#### **AUCTION CONDITIONS**

- 1. The property is offered for sale subject to a reserve price subject to which the highest bidder shall be the Purchaser. Should any dispute arise regarding any bidding, the property shall be put up again for sale at the last previous undisputed bidding. All bidding shall be exclusive of GST but GST shall be payable by the Purchaser in addition to the purchase price and shall be added accordingly.
- 2. The Vendor reserves the right
  - a. to bid generally by her agent or the Auctioneer and to become the Purchaser
  - b. to withdraw the property from sale before it is sold without declaring the reserve price
  - c. to place a reserve thereon

AAR OOL. DATED

28 Ochoher

1997

#### **DOROTHY OLWYN KELLAND**

and

#### WAIKARI HILLS (1989) LIMITED

and

#### RANGITATA RAFTS LIMITED

AGREEMENT FOR ACCESS AND WATER SUPPLY

RAYMOND SULLIVAN McGLASHAN SOLICITORS
TIMARU

AN AGREEMENT made this 21th day of O Asse 1997

BETWEEN DOROTHY OLWYN KELLAND of Geraldine, Widow (hereinafter

called "Mrs Kelland") of the first part

AND - WAIKARI HILLS (1989) LIMITED (hereinafter called "Waikari

Hills") of the second part

AND RANGITATA RAFTS LIMITED (hereinafter called "Rangitata

Rafts") of the third part

#### WHEREAS:

 Mrs Kelland is the registered proprietor of all those pieces of land more particularly described in Schedule I to this Agreement (hereinafter called "Stew Point" and "Coal Hill")

- Waikari Hills is the registered proprietor of all that piece of land adjacent to Coal Hill more particularly described in Schedule II to this Agreement (hereinafter called "Waikari Hills").
- 3. Mrs Kelland has agreed to give Rangitata Rafts at the request of Waikari Hills a right of way over Coal Hill namely access along an existing track that runs from the Rangitata Gorge Road down to the Rangitata River (hereinafter called "the Coal Hill access track").
- 4. Waikari Hills has agreed to give to Mrs Kelland and all her successors in title:
  - (a) To Stew Point and Coal Hill the right to use the airstrip; and
  - (b) To Coal Hill the right to continue receiving water from the water supply; both of which are situated on Waikari Hills.

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#### **NOW THEREFORE** the parties hereto agree as follows:

#### 1. ACCESS RIGHTS

- 1.1 Mrs Kelland hereby grants the above right of way over Coal Hill (and over Stew Point if the Coal Hill access track is found in fact to cross Stew Point) to Rangitata Rafts for use as a river access track by Rangitata Rafts and its rafting customers.
- 1.2 Rangitata Rafts agrees to comply with the following conditions with regard to the use of the Coal Hill access track:
  - (a) To keep the gates shut
  - (b) To respect the livestock and to minimise disturbance to livestock
  - (c) To maintain the track in good tidy order repair and condition.
- 1.3 The parties will seek the consent of the regional and local authority to the easement hereby created and this Agreement is subject to that consent.

#### 2. RIGHT TO WATER SUPPLY

- 2.1 Mrs Kelland shall have the right to convey and lead water in free and unimpeded flow (except during periods of necessary cleaning renewal and/or repair) from the water supply area through pipes and conduits laid or to be laid under and along the soil of Waikari Hills to Coal Hill.
- 2.2 Mrs Kelland agrees that the water taken by her from Waikari Hills will only be that which is reasonably required for domestic needs and the needs of animals for which she has any responsibility and for and in connection with fire fighting services.
- 2.3 Mrs Kelland shall be responsible for:
  - (a) Arranging the installation of pipes and conduits
    - b) The cost of installing pipes and conduits

9/97

(c) The repair and maintenance of the pipes and conduits so as to keep the same in good order repair and condition and prevent the same becoming a nuisance.

#### 3. RIGHT TO USE OF AIRSTRIP

- 3.1 Mrs Kelland shall have the right to use the airstrip on Waikari Hills for the purpose of aerial top-dressing of both Stew Point and Coal Hill and also the right of access thereto.
- 3.2 Such use is to be by reasonable arrangement with Waikari Hills with regard to livestock and other authorised users.

#### 4. REGISTRATION OF EASEMENTS

- 4.1 The parties agree that the party having the benefit of any easement created by this Agreement shall be entitled to have such easements in its favour registered under the provisions of the Land Transfer Act 1952 against the title of the other party at the expense in all things including survey of such benefiting party.
- 4.2 Mrs Kelland and Waikari Hills <u>HEREBY COVENANT</u> with each other that the rights and obligations hereby created shall be binding upon the successors in title of both parties for a period of ten (10) years from the date hereof and that in the event of the sale by either of them of the lands subject to this Agreement they will ensure that acceptance and transfer of the said rights and obligations are conditions of such sale.

#### 5. TERM OF AGREEMENT

The term of this Agreement shall be of this Agreement shall be <u>TEN</u> (10) years from the date hereof and the parties shall each have a right of renewal for a further term of <u>TEN</u> (10) years on the basis that if either party elects to renew by written notice prior to the expiry date all the provisions of this Agreement shall continue in force for the renewal term.

the renewal term

- 4 -

#### SCHEDULE I

(Stew Point and Coal Hill)

ALL THAT piece of land containing 3594.9565 hectares or thereabouts being Run 297 "Stew Point" and part Run 303 "Coal Hill" situated in Blocks III, VI, VII, X and XI Mount Peel Survey District, Geraldine County described in Certificate of Title 1D/1466 (Canterbury Registry)

#### SCHEDULE II

(Waikari Hills)

ALL THAT piece of land containing 3120.3878 hectares or thereabouts being Run 353 "Waikari Hills", Lot 1 Deposited Plan 46604 and Rural Sections 48073, 4, 5, 41015, 6 described in Certificates of Title 27F/730 and 36A/538 (Canterbury Registry).

<u>DATED</u> the day and year first hereinbefore written.

SIGNED by the said

DOROTHY OLWYN KELLAND

in the researce of:

SIGNED for and on behalf of

WAIKARI HILLS (1989) LIMITED

SIGNED for and on behalf of

RANGITATA RAFTS LIMITED

N.O. Nelland

Dolland

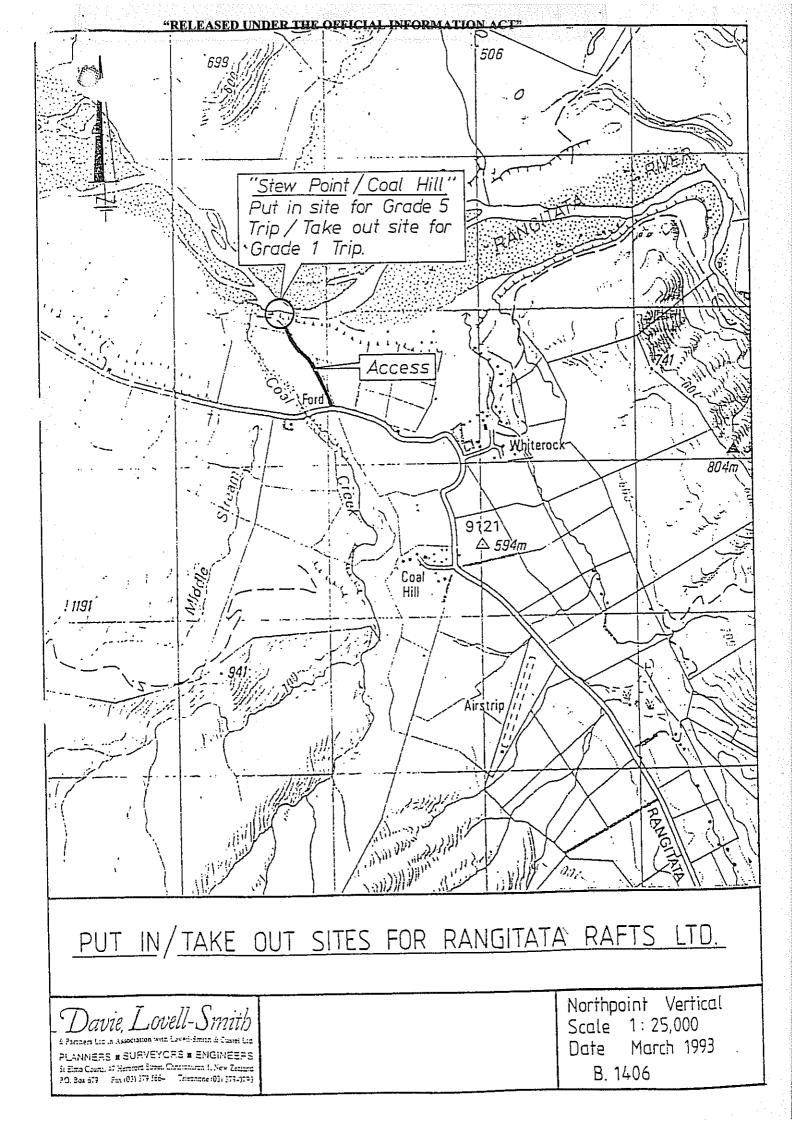
Rand

RANGITATA RAFTS LIMITED

N.O. Nelland

Rand

R





File Ref: Pt 113

LAND RESOURCES DIVISION

1st Floor, Public Trust Building

Cur Church & Sophia Streets PO Box 564, Timaru Telephone (03) 684-8340 Facsimile (03) 688-0407

22 January 1996

Mrs D O Kelland Stew Point RD 20 Peel Forest SOUTH CANTERBURY

Dear Mrs Kelland

#### RENEWAL OF PASTORAL LEASE "STEW POINT"

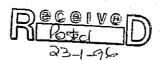
Enclosed please find formal notice issued by the Commissioner of Crown Lands for renewal of your pastoral lease which expires on 30 June 1997.

The renewal is for a term of 33 years, however the Act provides for a review of rental after each 11 years of that period. The annual rent for the first 11 years is calculated at 1.5% of the value of land exclusive of improvements as set out in the notice. The annual rent after the initial period will be calculated at 2.25% (less 1/9th rebate giving a nett rent for prompt payment of 2%) of the then LEI.

There has been no change to the base stock limit currently set in the lease. This stock limit does not however affect your existing personal stock limit which can be varied from time to time with the consent of the Commissioner of Crown Lands.

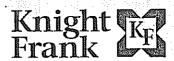
It is appropriate at this time to bring to your notice the obligations of Section 99, Land Act 1948, which provides for good husbandry, in particular to keep the land free from wild animals, rabbits and other vermin. In addition, Section 101 requires the lessee to clear the land of all noxious weeds.

In the case of Stew Point the Commissioner of Crowns Lands is pleased with the quality of management applied to the pastoral lease and commends you on the diligence in maintaining the property.



.../2

To Offices Nationwide



2

File Ref: Pt 113 Mrs D O Relland Stew Point 22 January 1996

Part IVA of the Conservation Act 1987 (marginal strips) applies to all leases renewed since April 1990. Note that renewal documents will contain no reference to this Clause and you should also note that the provision of marginal strips in your current lease was covered under Section 58 Land Act 1948. The Chief Surveyor, Department of Survey and Land Information, has been advised of the impending renewal and may take action to record marginal strips as per Section 24D of the Conservation Act.

Should there be any matters of concern or consents required to effect improvements or carry out other activities, please feel free to contact this office in that regard.

Yours faithfully KNIGHT FRANK (NZ) LIMITED

R A Ward Smith

Manager - Timaru

Enc: Notice By Commissioner of Crown Lands

Notice by Lessee of Election

R3007.1

le Ref: 8113/8070

20 September 1993

Commissioner of Crown Lands Office of Crown Lands CPO Box 170 WELLINGTON

Attention: Mr D Gullen

Dear Sir

# RATA PEAKS STATION & STEW POINT STATION: RANGITATA RAFTS LIMITED

We have been advised by the Timaru District Council that application has been made for a Resource Consent under the Resource Management Act for a rafting activity. This activity has been carried out on the Rangitata River for some years and was set up by the former owner of Waikari Hills Station which also holds a small pastoral lease which was subdivided off Mount Peel Station. The land holding has now come under the ownership of the Aclands of Mount Peel Station who have reorganised the rafting activity into a separate company. There is no part of the activity on the pastoral lease held by the Aclands, however they do cross Rata Peaks Station and Stew Point Station, both pastoral leases, to gain access to the Rangitata River along existing tracks. I suggest that in terms of recreational activity for both Rata Peaks Station and Stew Point, it is of minor consequence and should be treated as a minor activity by merely acknowledging consent. Please advise if you agree with this course of action and I will have the necessary acknowledgement letter forwarded to the lessees concerned. Enclosed is a copy of the application for your records.

Yours faithfully LANDCORP PROPERTY LIMITED

R A Ward-Smith Manager

R1749



Our Reference:

MAG-001 PS:KK

Your Reference:

9 September 1993

Messrs Buddle & Findlay Barristers & Solicitors P O Box 322 DX 16805 CHRISTCHURCH

ATTENTION:

J L Holland

Dear Sir

#### COAL CREEK ACCESS - RANGITATA RIVER

I acknowledge your letter of 24 August 1993.

This Department realises the difficulties being experienced by your client in endeavouring to secure vehicle access to the Rangitata River for its rafting operation. However the advice contained in the Department's letter to your client of 12 July 1993 was based on a presumption that marginal strips in terms of the pastoral lease either existed or would be created along the banks of Coal Creek.

In actual fact after discussions with Landcorp Timaru it turns out that according to the pastoral lease document for Coal Hill run there are no marginal strips currently laid off in this locality. It further transpires that in terms of Section 24(7) of the Conservation Act 1987 marginal strips cannot be deemed to exist until the pastoral lease itself is renewed or converted into a renewable lease.

As regards the existing access track you refer to from just east of "The Ford" at Coal Creek down to the Rangitata River, this track only exists at the pleasure of the runholder of Coal Hill pastoral run. While in places the track is very close to Coal Creek, survey would be required to define exactly where a marginal strip should be located.

It appears that marginal strips would be required as the "Creek" seems to fall within the minimum three metre category. According to Landcorp's advice however due to the erratic nature of the watercourse (over a shingle fan) marginal strips created over it would have to be moveable ones in terms of Section 24G of the Conservation Act 1987.

At this stage then the Department is unable to pursue things any further as the provision of any marginal strips if they are required in this particular instance depends on the outcome of negotiations between Landcorp and the pastoral runholder. In other words until such time as the marginal strip requirements have been clarified this Department cannot give your client any further assistance and for the time being the provision of access would appear to be a matter between your client and the runholder.

I hope the above now explains the situation better and am sorry that the initial information supplied was not more accurate but as you will appreciate the latest situation in respect of marginal strips is a rather complex one.

Yours sincerely

PU 9/9

Peter L Savage Conservation Officer (Statutory Land Management) for Regional Conservator

File P.113 Volg

P 113

#### NOTE FOR FILE

# RUNS 297 AND 303 - RANGITATA GORGE

Mr Kelland called on Tuesday 18 April to seek advice about the ownership and rights to minerals on his rum.

He said that trouble had occurred last Labour weekend through amateur mineral hunters disturbing stock. Some 14 motorcars of people had tramped freely through his ewe block at lambing time in their search for precious stones etc but in coming to this area they were particularly keen to get agate.

We looked at plans of the Runs and copies of his lease. It was established that the public would have access rights along all streams 10 feet wide and for one chain on each side. I told Mr Kelland that the 10 feet distance would be between the natural banks of the water course.

He asked about mining rights saying that some of the mineral hunters had been aggressive and dogmatic about their "rights" to collect minerals on Crown land. I told Mr Kelland that nobody has a right to collect minerals from Crown land without an appropriate authority. A simple miners right (under Part IV of the Mining Act) obtained from a Mining Warden would not authorise the holder to collect agate. Miners rights and prospecting licences gave the right to search for and locate minerals but no title to any minerals removed by virtue of that right to prospect.

I said that a mining right could only be used on unoccupied lands of the Crown. Where Crown land was occupied the lesseed or licencess consent would be necessary before the holder could enter on the land. See Section 52 (b) of the Mining Act.

(To calibrat presses of against the atom huntar mould great more thanks a minute processes of a commentation would be a minute of minute a minute processes of a form hund a minute of entiry on Committee with a market for gold will give a night of entiry on Commitment with most for any other minutes which or only other many of the minutes of the control or most but not right to before gold on any other minutes.

Section Officer

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#### 4. FURTHER DEVELOPMENT:

Mr Kelland has completed a 5 year Run Plan with S.C.Catchment Board and is intending to begin a second plan for follow-up work. This will in the main consist of fencing and subdivision.

State Advances have recently approved a development Loan to assist Mr Kelland to get the development going faster than he could afford from income. This is a sound proposition and to date \$5000 of the \$20,400 loan has been spent since August 1969.

New tractor Seed and Super Fencing

2570 430 2000 8 5000

Cultivation, seed, super, fencing and stock will take up the remainder of the loan.

#### Summary:

The combined properties have a large potential for increased stocking and as the records show per head production is also on the increase. Cattle particularly have an unrestricted future as has been shown on the neighbouring Run - Mt.Peel.

Mr Kelland is certainly proving himself as a most suitable and capable runholder.

#### 5. MINERAL RIGHTS:

Refer to previous correspondence and note for file 19.4.67. Mr Kelland requests a copy of any rights the public have to minerals on his Run, and a copy of the rights he has to ask such prospectors to leave his Run or to stop disturbing his stock. Please forward this to him as soon as convenient.

Encl:

R.A.Kerr Fell. S.F.O. Field Officer.

ALLEN NEW -S.F.

Distribution: C.P.L.O.

P 113

EAF

Gleave

62.649

17 JAN 1970. RECEIVED!

XXXXXX Private Bag, CHRISTCHURCH

9 January 1970

Mr/ John Kelland/ Stew Point Station, PEEL FOREST /

Dear Mr Kelland.

The Senior Field Officer, Timaru has referred to me your request for information regarding the rights of the public to minerals on your run.

Under Section 52 of the Mining Act 1926 any land which has been alienated from the Crown is open for prospecting for gold and any other metal or mineral and in certain cases the consent of the owner or occupier of the land is required. Section 58 of the Mining Act (as amended by Section 2 of the Mining Amendment Act 1963) provides for any person with the consent of the owner or occupier to apply for a mining privilege.

I am sorry that I cannot give you any further advice regarding mining on your Pastoral Lease as this is really a matter on which you should seek the guidance of your solicitor.

Yours faithfully,

G. MOLLETT Commissioner of Crown Lands

Per:

Senior Field Officer, TIMARU

Copy for your information.

G. MOLLETT

Commissioner of Crown Lands

7/ Staff to note , Kell :2/1/70.

Stan Point Pashal Lease: 70/2/02.
LINZ/KNIGHT FRANK FILE STAREG;
(2) PT 113 Sept 97 - 30/6/00 (Vol3)
3 \$ 113 Vol 2 Oct 84 - Spp+97 P113 Vol 4 3/12/63 - 14/1/86
(5) P113 Vol 1 Fuly 62 - Sept 84 (6) P68 11/2/59 - 29/5/64
(3) P(13A - Plans Enly 8) PGB V=1 1 8/6136-9/2159 (A I taylor)
O Sumany Sheet
2) _ Val. Ref: 24640 01600 ~ Submission & extend Stock Imit 30/9/99 " In my was there are
no where t values which it is desirable to project for Conservation reason, that will be affected by the proposals "
n 24/9/99 Request to histall pipeline for irrigation schene to paddocks on developed Part of Pty north of Rongitada
Road. Newsony Resource Consents for Mrigation have been Suyle under proate Submission
~ April 98' - Tousfer to GJH Roomey
~ 28/10/97 - Agreement for access and Water Surply. Doesn't appear to be registered. No accompanying plan Kelland - Waikari Hills Ltd - Ragitata Rafts Ltd
- July 99 - Map with Resonants request to Fertilise/Contract Shows tracks draws etc.
~ Conditions of Auction ~ pg 5 refers to Access and water Supply agreement between Kelland and Rangitata Rafts Ltd - Pg 6 refers to Res 3863 as occupied by run holder but is C.2.
71

3) - Renewal of lease to D. Kellad 16/7/96

^22/1/96 ~ Knight Frak -> Kellad Sec 58/ Magnal strips

~ 1994? Handwritten Landcorp note "Water Supply is 4 piped

Systems to paddocks for Creeks. ~ Handwillen Landcorp note re "agreement" Nov 93' and insigned agreement de access for Rapid Action Utd Low Wholewate Rafting. Access to Ries edge via track beside Coal Creek (Note: See later agreement with Raigitata River

~ Map 520way access for rafting operations a Pave Hovels Smally ~ 20/9/99 ~ Rafting activity reorganised into Separate Company ~ DOC letter 9/9/93 ~ Probable Magnal Strips along Coal Creak. Furth Provar menos re Raffry Co (Rapid Action) attempting to obtain access to over via Coal Creek area. Kelland refuses access "no longer anallable" to Compay, 2014. (Note: See Subsequent agreement dated 28/10/87).

~ Doc Correspondence re probable sway of Coal Creek required to determe my magnal strips.

Rose protection Warks ... River diversion@ Hook Grayne...
Bull do zon and Scraper Used Bulldozers and Scraper Used

Serious eresion .- production works to be convied out (Land Sett : Soud Mens).

(D) ~ River Protection nortes , Apph L Contrate etc., Acrol Photo Map Identifying adj Crown Land mean, a Application by Thomas to freehold renewable leave for RS 38565

~ 9/1/0- reference to mineral rights. ~ Apply to make Rs 36723 (3546 Acres) Mto Pastral leave by W.A. Taylor. by w. A. Taylor.

Variation of lease - water esmit to Kelland Teacher Kesidence Land adjoining. 1966.

Teacher residence gazelled all

Land Sett Board Name re analysmather of Runs 303 of 297. (P71 AA Taylor + P. 68 A J Taylor). ~ Copy So 10224 Suney plan

a Tayloragrees & water Esmi proposal for Teachers Rasidence. 16/7/62

# "RELEASED UNDER THE OFFICIAL INFORMATION ACT" (C) A T taylor > JC Kelland A A Taylor > 11 11 Both leases to surender 30/6/64. New Past, Leave for Kelland 33 yrs. (D) ~ Aerial Photo pier with Cadastral bays N So 10724 pier

(3) ~ Application by taylor to change RS 36723 to Part on leave 1 Transfer I A Brish 1 > WJ Taylor.

~ Large Cadastal pla. RS 636724+36723 "Deduct Rd + Pack Front ack resere" No plu No.