

Crown Pastoral Land Tenure Review

Lease name: STEW POINT

Lease number: PT 113

Due Diligence Report (including Status Report) - Part 4

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

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[CERTIFICATE OF TITLE.]

Register Book,

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



Historical Search Copy

Identifier

CB3D/1031

Land Registration District Canterbury

Date Issued

15 May 1964

Prior References

PROC 624627

PROC 624629

Estate

Fee Simple

Area

1510 square metres more or less

Legal Description Rural Section 39047

Purpose

Teachers residence

Original Proprietors

Her Majesty the Queen

Interests

692011 Variation of Lease P113 Reserving a Water Easement over part of the land in CT CB1D/1466 appurtenant to the within land - 30.8.1966 at 9.20 am

A391000.1 SUBJECT TO PART 9 OF THE NGAI TAHU CLAIMS SETTLEMENT ACT 1998 (WHICH PROVIDES FOR CERTAIN DISPOSALS RELATING TO THE LAND TO WHICH THIS CERTIFICATE OF TITLE RELATES TO BE OFFERED FOR PURCHASE OR LEASE TO TE RUNANGA O NGAI TAHU IN CERTAIN CIRCUMSTANCES) -17.2.1999 AT 9.00 AM

5016993.1 Gazette Notice (2000/4151) declaring that the within land is no longer required for education purposes -21.12.2000 at 3:24 pm

5020551.1 Departmental dealing cancelling the title which was omitted to be done on prior dealing 5016993 - 24.1.2001 at 2:19 pm

5091220.1 Departmental dealing uncancelling the title which was cancelled by DD on 24.1.2001. Title diagram (pt Run 309) substituted with image of SO 10224.- 5.10.2001 at 12:30 pm

5119068.1 Transfer to 4Peaks Group Limited - 5.12.2001 at 9:49 am

Certificate A391001.1 removed see Transfer 5119068.1 - 5.12.2001 at 9:49 am

Subject to Part IVA Conservation Act 1987

Subject to Sections 10 and 11 Crown Minerals Act 1991

5119068.2 Mortgage to Westpac Banking Corporation - 5.12.2001 at 9:49 am

Transaction 1d

1157507

Historical Search Copy Dated 5/03/02 1:52 pm, Page 1 of 1

REGISTER

3D/103

Transfer No.

N/C. Order No. 625049

Proclamations 624627 and 624629

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate dated the 15th day of May one thousand nine hundred and sixty four under the seal of the District Land Registrar of the Land Registration District of Canterbury

WITNESSETH that HER MAJESTY THE QUEEN for a teachers residence

is seised of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by me norial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be he several admeasurements a little more or less, that is to say: All that parcel of land containing 1 rood 19.7

<u>P!rches</u> or thereabouts situated in Block VII of the Mt Peel Survey District being part of Run 303

Assistant Land Registrar AVIERBURY

No. 626834 Change of appellation whereby the description of the within land is changed to R.S. 39047 - 9/6/1964 at 10.10 a.m.

No.692011

Variation of Lease P.113 Reserving a water Easement over part of the land in Certificate of Title ID/1466 appurtenant to the within land - 30/8/1966 at 9.20.a.m.

Municipal

Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998 (which provides for certain disposals relating to the land to which this certificate of title relates to be offered for purchase or lease to Te Runanga o Ngai Tahu in certain circumstances) - A391000-1-17-21999

ROAD

150.0

Pr. Run

303

0. 1. 19-7

METRIC AREA:— 1510m²

Scale: 1 inch = 2 chains

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1601 / QS

RESERVAL of 6.0.R. 127 Valme 711

NEW ZEALAND.

Hattle Harm D. C.

3.G.R. 270 (8.3.)

LEASE OF SMALL GRAZING-RUN. Under the Land det, 1926.

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, 1935 , between Sie Blejerty the Ring (who, with his heirs, Ogtaber day of

and sportson, is and are homin referred to as " the leaset "), of the one part, and INON ALTON STREET, of Sees Point, Fort

Bheep farmer

, in the Land District of

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by estimation Three thousand five bundred and forty six (3546)

seres, more or less, and being Burel Section 36723 Shocks III. VI and

WIT ut Peal Survey District , to the Land District of Cantarbury

in the Dominion of New Zeeland, so the said last is delineated on the plan in the Lands and

Servey Office at Christenurch on the tack plan drawn in the emigin bersel and bordered and

; together with all rights, essemble, and appartenances to the said and bendered for appartaining. To just the same as a small graving-ran for pistoral purposes onto the leases for the term of twenty-one years, computed from the first day of March, 1996, subject, however, to the covenants continued and expressed in sections eighty-four and eighty-day of the Property Law Act, 1998, in relations the payment of continued and expressed in sections eighty-four and eighty-day of the Property Law Act, 1998, in relation to the payment of continued and expressed in sections and the present of distress, and subject also the several provisions and elipsistoms as forth in another two hundred and thinty of the Land Act, 1998 (normalized colled "the said Act"), and to all the provisions of Part V of the said Act relating to small graving-rans, and to all other-the provisions of the said Act relating to end graving-rans, and to all other-the provisions of the said Act relating to the estate, interest, rights, or liabilities of the same in respect of the land and precules the tenor, or any person or authority to his boball, in relation to the said land and precules, and whether arising under the said Act, or these presents, or otherwise however. Quitting and paying therefor

unio the lassor, during the continuance of such turn, the annual cent of

(#185: 0 : 0).

One hundred and eighty five younds by equal half-yearly payments in advance, on the first day of March and the first day of September in cuch year, clear of all rules, large, and deductions whatscorns. The first of such payments having to be

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nate to become due and be made on the first day of September nest in the

menors required by the said Set. But the forms duth namely, for

exemitors, administrators, and manges, covenant with the leaver that he

will pay the yearly real of One hundred and eighty five pounds

(E 185 : 0 : 0), horsinbulars reserved, at the times and to manner afterestif, and will, in relation

to the premises hereby demised, perform, observe, and keep the several covenants and conditions beroin contained or implied, and on the lesses's part to be performed, observed, and kept respectively; and will in all respects abide by and conform to the provisions of the said Ant relative to small graving-runs, and also abide by and conform to all other provisions of the said Ant relative to or allocing the estale, interest, rights, or liabilities of the lesses in respect of the land and premises hereby demised.

In britises whereof the Commissioner of Coren Lands for the Land District of Cantarbury

(in parsuance of the anthurity vectod to him by the said Ant), for and on behalf of the leasur, and the issue, there hereinto set their hands.

bearing the second of the second and the second of the sec

the Commissioner of Crown Lands for the Land Distract of Canterbury behalf of the bears, in the pt

Witness: Occupation: Address:

Signed by the said

TWO ALTON BRISTOL

in the presents of Witness: Occupation;

7 9 march led Torse

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NEW ZEALAND



(Lends Form B. 4.

Register Book.

Vol. 442 Fol 32

Renewal of Volume 271 folio 108.

274 No.

LEASE \mathbf{OF} SMALL GRAZING-RUN.

Under the Land Act, 1924.

This Lease, dated the Fredth

day of September

, 19 35 , bolwood Die Wojisty the Plag (who, with his boirs,

and successors, is and are herein referred to 28 " the lessor "), of the one part, and ADRES ASSEST TAYLOR

. , in the Land District of

Canterbury .

Shaepformer

(who,

Mt Peel

S. D.

rgitata R+

Run

Scale: 80 chains to an inch.

And it is hereby further agreed that the following improvements nor existing on the land hereby desired are included in the rantal value of this losse and remain the property of the Green:

with his executors, administrators, and assigns, 10 hereinalter referred to as "the lessee .")

of the other part, Edinesset that, in consideration of the ranks, coronauts, conditions, and agreements bereinstiter reserved, contained, and implied, and on the part of the lessee to be paid, observed, and performed, the lesser doth hereby decrees and lesse unto the lesses. It is a see of land containing

of Coal Hill, Peel Forent

by estimation Four thousand five hundred (4500) acres and seven (07) perches

more or lass, and being/Rural Section 36724 Blocks VI.VII. L.

36725 and XI Mt Feel Survey District

, in the Land District of Canterbury

in the Dominion of New Zealand, as the said land is dellacated on the plan in the Lands and

Survey Office at Christchurch

; together with all rights, essements, plan drawn in the margin hereof and bordered plan drawn in the margin barcof and bordered red ; together with all rights, easements, and appurtenance to the said land belonging or appertaining: En pelb the tame as a small grazing-run for pastoral purposes unto the leases for the term of twenty-one years, computed from the first day of aliarch, 1936, subject, however, to the covenants contained and expressed in sections eighty-four and eighty-five of the Property Law Act, 1996, in relation to the payment of rent and the power of distress, and subject also to the several provisions and stipulations set forth in section two hundred and thirty of the Land Act, 1924 (heroinafter called "the said Act"), and to all the provisions of Part V of the said Act relating to small grazing-runs; and to all other the provisions of the said Act relating to or effecting the estate, interest, rights, or liabilities of the leases in respect of the lead and premises hereby demised, or the rights and powers of the lessor, or any person or authority in his behalf, in relation to the said land and premises, and whicher arising under the said Act, or these presents, or otherwise howsovers: fliciting and paging therefor

unto the lessor, during the continuance of such term, the annual rent of Two hundred and twenty five pounds

by equal half-yearly payments in advance, on the first day of March and the first day of September in each year, clear of all rates, taxes, and deductions whatsoever. The first of such payments having to be made on the last Larch 1936 on behalf of the lessor, the

nant to become due and be made on the first day of Sagrember 1936

beirs. manner required by the said Act. And the lessee doth hereby, for , the lesses , shall and executors, administrators, and sasigns, covenant with the lessor that he

will pay the yearly reat of Two hundred and twenty five pounds

(£ 225 : 0 : 0), hereinbefore reserved, at the times and in manner aforesaid, and will, in relation

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

In mittees whereof the Commissioner of Crown Lands for the Land District of Canterbury

(in pursuance of the authority vested in him by the said Act), for and on behalf of the lessor, and the lessor , have hereante set their hands.

value 26 chains boundary fencing on H.S. 36725

F value 31 chains boundary fencing on H.S. 36723

F value 93 chains boundary fencing an Freehold

Full value 123 chains subdivisional fencing 49

Rull value 190 chains subdivisional fencing to Coal Hill 106

JATOT 5 0

JACS FRANCIS WIN Signed by

8 14

106 19

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

Witness: Land Office Occupation: Christohusch

Signed by the said

ADDES ATKEN TAYLOR

in the presence of-

Witness:

Occupation:

Addrana:

Image Quality due to Condition of Original

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

Montgage 163745 prospect 18th Jay 1928 A 11.15 am.

Darmo 12th September

Die Majesty the Ring

LEASE

Part Bural Section XI Et Peel Survey District

ty-one years from 1st March, 19 36.

Entered at /0 St. o'clock on the T 9 day

NEW ZEALAND



Register-Book

Sale Plan 119 6 + UL

No. 12.7

SMALL GRAZING-RUN --

UNDER THE LAND ACT, 1908.

CANCELLED

This ACCI, made the fourth -- day of April -, 1912 , between Bis Majesty King George the Fifth (who, with His beite ors, in and are herein referred to as "the lesser"), of the one part, and Achorles Burtiam Cature Laforeter (1800 - in the Land District of Canterbury

executors, administrators, and assigns -45 thereinafter referred to as " the lessee ,") with Air of the other part. Mitnessth that, in consideration of the rents, covenants, conditions, and agreements bereinsRer reserved, contained, and implied, and on the part of the lessee to be paid, observed, and performed, the lessor doth hereby demise and lesso unto the lessee . All that area of Crown lands performed, the lessor doth hereby demise and inno and more forty size containing by estimation Three thousand five hundred and forty size (4.5. 1675) (4.546) more or less, and being Run No. 59 ... in the Dominion of New Zealand, as the said District of Canterlary land is delineated on the plan in the Crown Lands Office at Christe hunch and also on the plan drawn in the margin hereof and bordered rece -- : together with all rights, easoments, and apportenences to the said land belonging or appertaining: En hold the same as a small grazing-run for pastocal purposes unto the lessee for the term of twenty-one years, computed from the first day of March, 1913 , subject, however, to the covenants contained and expressed in sections eighty-four and eighty-five of the Property Law Act, 1908, in relation to the payment of rent and the power of distress, and subject also to the several provisious and stipulations act forth in suction two hundred and thirteen of the Land Act, 1908, and to all the provisions of Part V of the said Act relating to small grazing-tuns, and to all other the provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised, or the rights and powers of the lessor or any person or authority in His behalf in relation to the said band and premises, and whether arising under the said Act or these presents, or otherwise howsoever: Riching and paging therefor unto the lessor, during the continuance of such torm, the annual rans of the durchard and twenty five formeds (£225 : 0 : 0), by equal half-yearly payments in advance, on the first day of March and the first day of September in each year, clear of all rates, taxes, and deductions whatsoever. The first of such payments having been made to the Receiver of Land Revenue at . Christohurch on behalf of the lemm, the -day of clearchbaxt to become due and be made on the frist in the manner required by the Land Act, 1908. But the lessee doth hereby, for Lis heira executors, administrators, and assigns, covenant with the lessor that the , the lessee , shall and will pay the yearly rest of Guro hundred and twenty fee founds-(£ 225 : O .: O.), bereinbefore reserved, at the times and in manner aforesaid, and will, in relation to the promises hereby demised, perform, observe, and keep the several covenants and conditions berein contained or implied and on the lessee's part to be performed, observed, and kept respectively; and will in all respects abide by and conform to the provisions of the Land Act, 1906, relative to small grazing-runs, and also abide by and conform to all other provisions of the said Act relating to or affecting the entate, intenst, rights, or liabilities of the Jessee in respect of the land and premises hereby demised.

In witness whereof the Commissioner of Crown Lands for the Land District of Aranterbury (in pursuance of the authority vested in him by the said Act), for and on behalf of the leasor, and the losses , have hereunte set their hands the day and year first above written.

Signed by

Back

See

the Commissioner of Crown Lands for the Land District of Fare on behalf of the lessor, in the press

Bigned by the said

Charles Bertram Vaters in the presence of-

lo De Rolle

above-named lesses, do hereby accept this lease of the above-described lands to tenant, and subject to the conditions, restrictions, and covenants above set forth.

6 B Waters

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Scale 140 Chains to an Inch

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NEW ZEALAND.



Crown Lands Form No. 39

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 \mathbf{OF} SMALL GRAZING-RUN LEASE

UNDER THE LAND ACT. 1908.

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of Lyder tham

in the Land District of Canterlung

with feld executors, administrators, and assigns is hereinalter referred to as "the lessee,")

of the other part, Witnesarth that, in consideration of the rents, covenants, conditions, and agreements

hereinafter resorved, contained, and implied, and on the part of the lessee - to be paid, observed, and performed, the lessor doth hereby domise and lesso unto the lessee , All that area of Crown lands containing by estimation four throws and fine humbred and one (4. 501) sores, more or less, and being thin No. 100 --- in the Land

-, in the Dominion of New Zezland, as the said District of brantubury land is delineated on the plan in the Crown Lands Office at A. L. witchwich - together with all rights. essements, and appurtonences to the said land belonging or appertaining: To pull the same as a small grazing-run for pastoral purposes unto the lessee for the term of twenty-one years, computed from the first day of March, 1913 , subject, however, to the covenants contained and expressed in sections eighty-four and eighty-five of the Property Law Act, 1908, in relation to the payment of rent and the power of distress, and subject also to the several provisions and stipulations set forth in meetion two bundred and thirteen of the Land Act, 1906, and to all the provisions of Part V of the said Act relating to small grazing-runs, and to all other the provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised, or the rights and powers of the lessor or any person or authority in His behalf in

relation to the said land and premises, and whether arising under the said Act or these presents, or otherwise howsoever: Hilling and paging therefor unto the lesson, during the continuance of such term, the annual rous of Low hundred and terenty fire forced (5 225 : 0 : 0), by equal half-yearly payments in advance, on the first day of March and the first day of September in each year, clear of all rates, taxes, and deductions whatsoever. The first of such payments having been made to the Receiver of Land Revenue at A huistfurch on behalf of the lessor, the next to become doe and be made on the first day of March next in the manner required by the Land Act, 1908. and the lessen doth hereby, for him heirs, executors, administrators, and sasigns, covenant with the lessor that . Fig. , the lessee , shall and

to the premises hereby demised, perform, observe, and keep the several covenants and conditions herein contained or implied and on the lessee's part to be performed, observed, and kept respectively; and will in all respects abids by and conform to the provisions of the Land Act, 1908, relative to small grazing-runs, and also abide by and conform to all other provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby domised.

In witness whereof the Commissioner of Crown Lands for the Land District of Lante bearing fin pursuance of the authority vested in him by the said Act), for and on behalf of the lessor, and the leases , have become set their hands the day and year first above written.

Signed by

Back

the Commissioner of Crown Lands for the Land District of Counterland

Bigned by the said

Robert Loweds in the presence of-

Metress Emolenarile

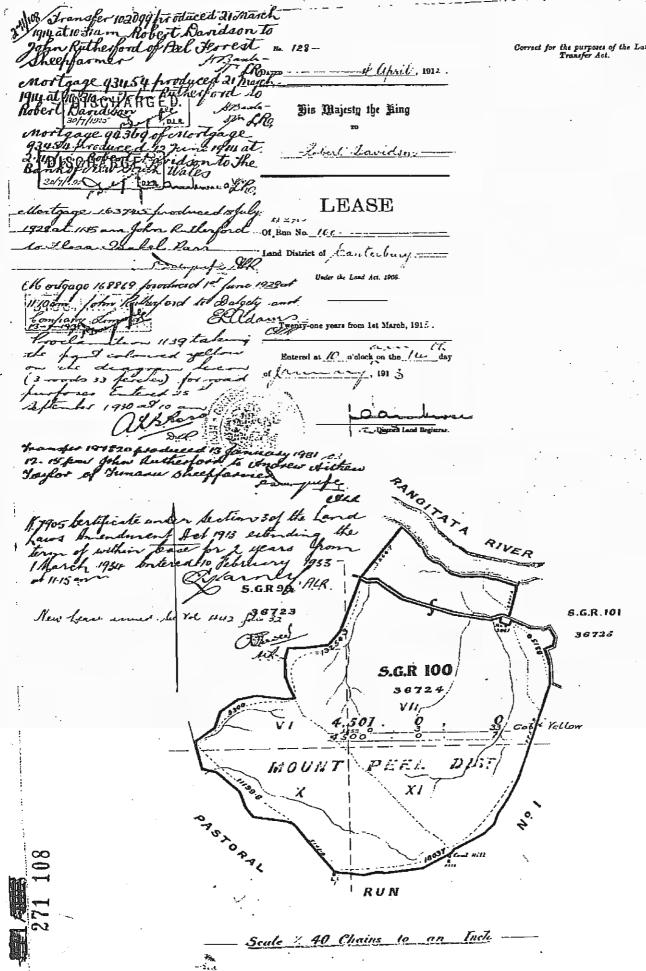
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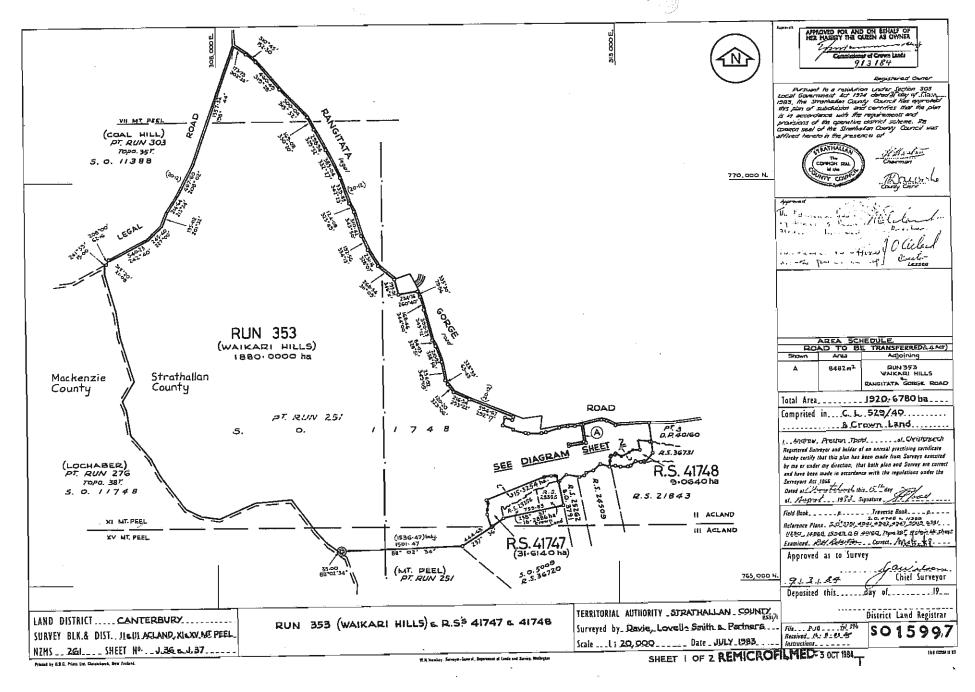
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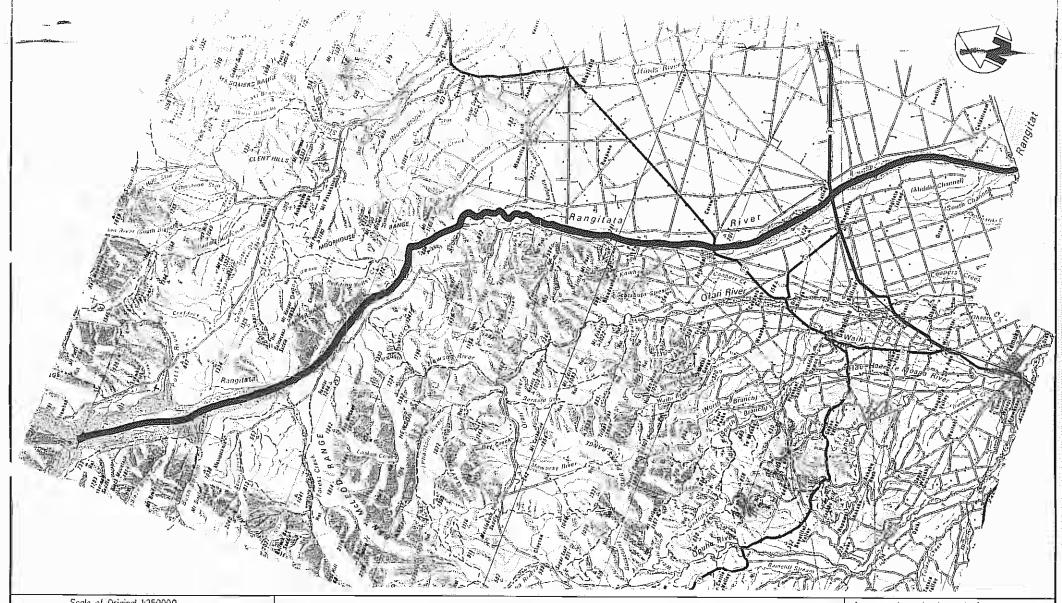
le K Pollen

above-named lessed, do hereby accept this lesse of the above-described lands to be held by me as tanant, and subject to the conditions, restrictions, and covenants above set forth

Contration Port Marky







Scale of Original 1:250000

15 km

Conterbury Land District Territorial Authority: Ashburton/Timaru District

Christchurch



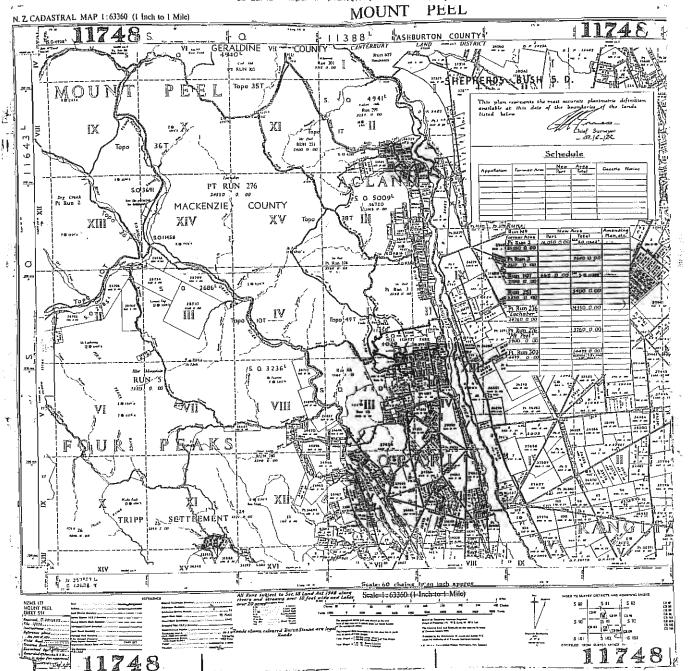
Rangitata River

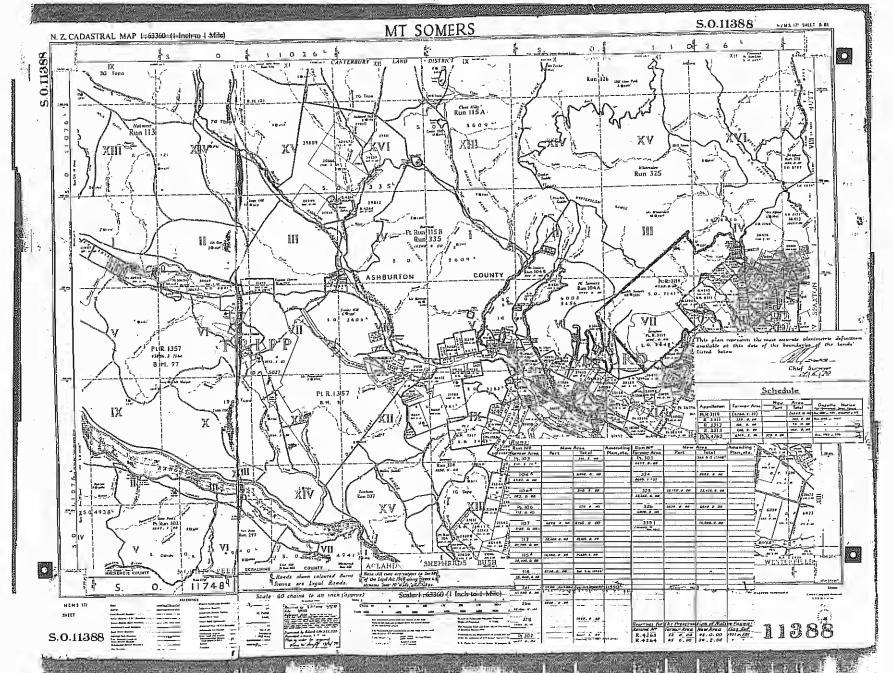
Areas referred to in the Deed of Settlement for the Ngāi Tahu Claim

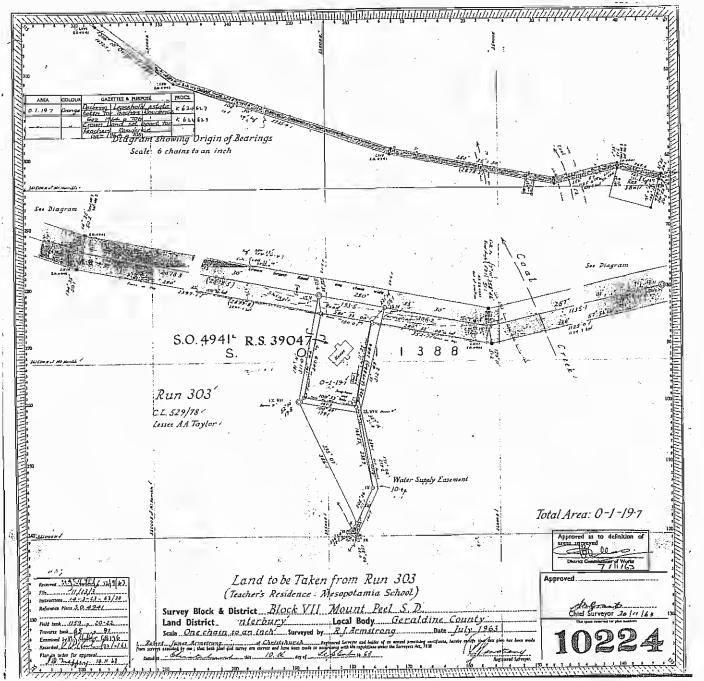
Approved as to boundaries: for Fé Rûnanga o Ngãi Tahu on behalf of the Crown

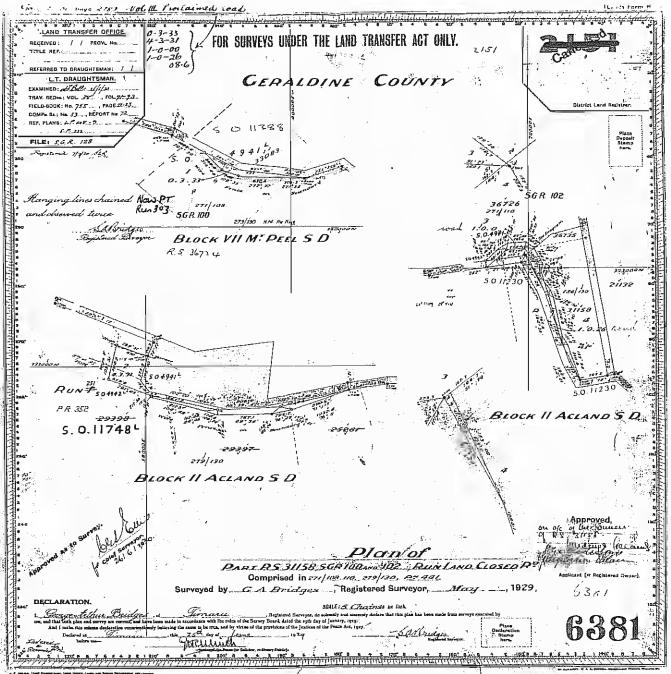
MD 115

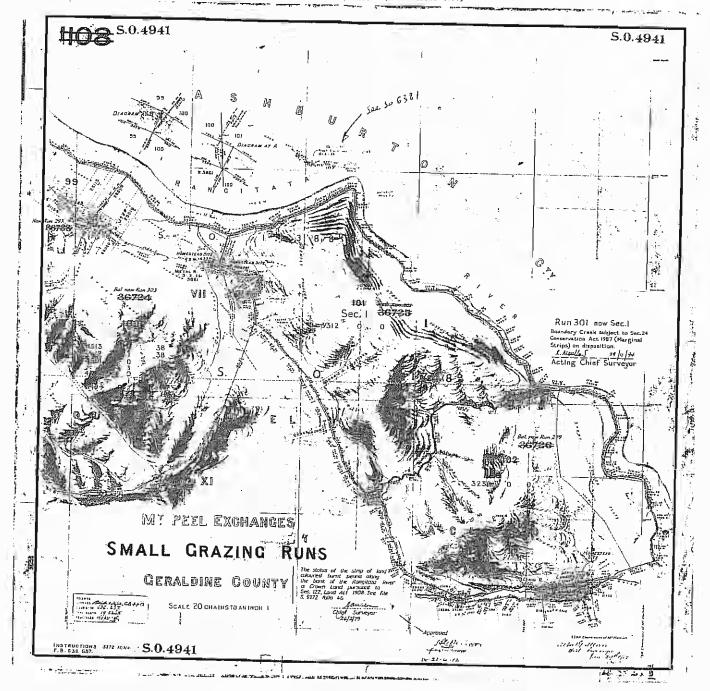
SO 19851

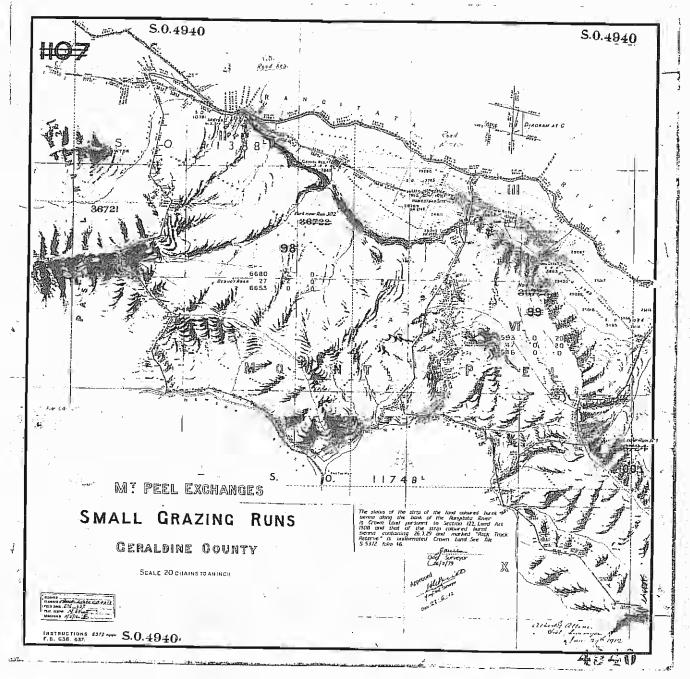


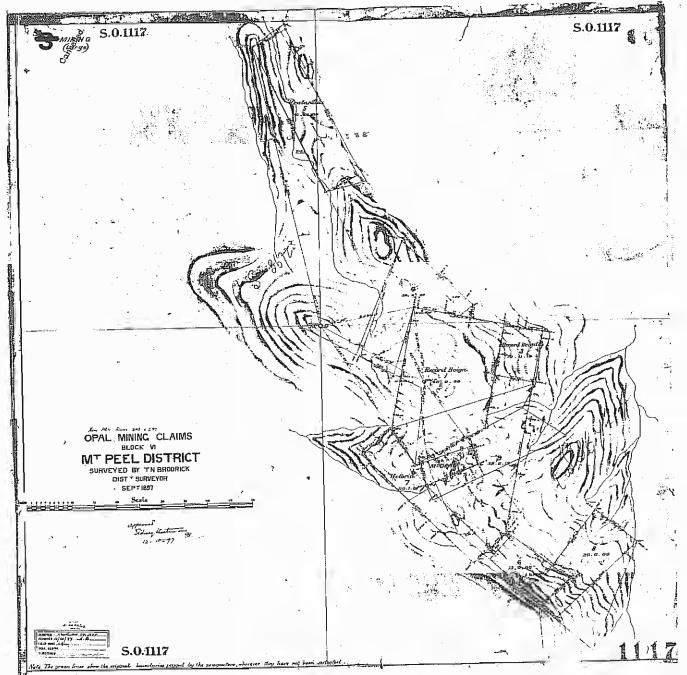


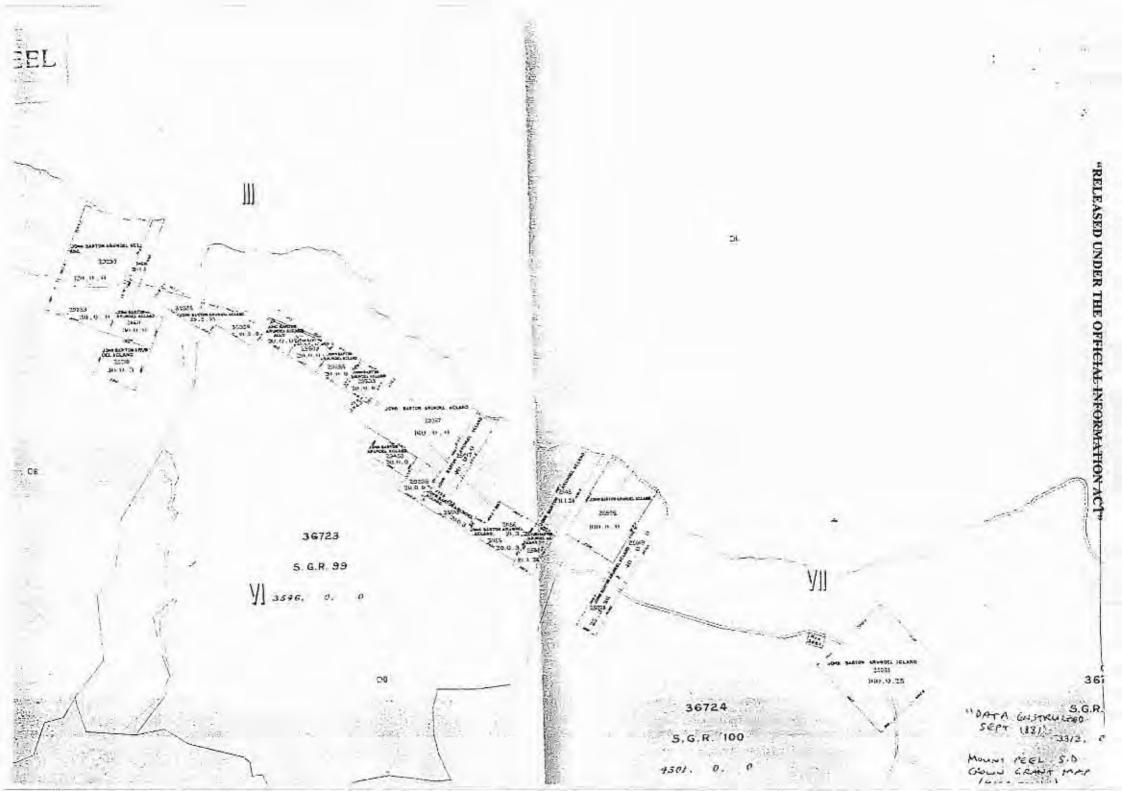


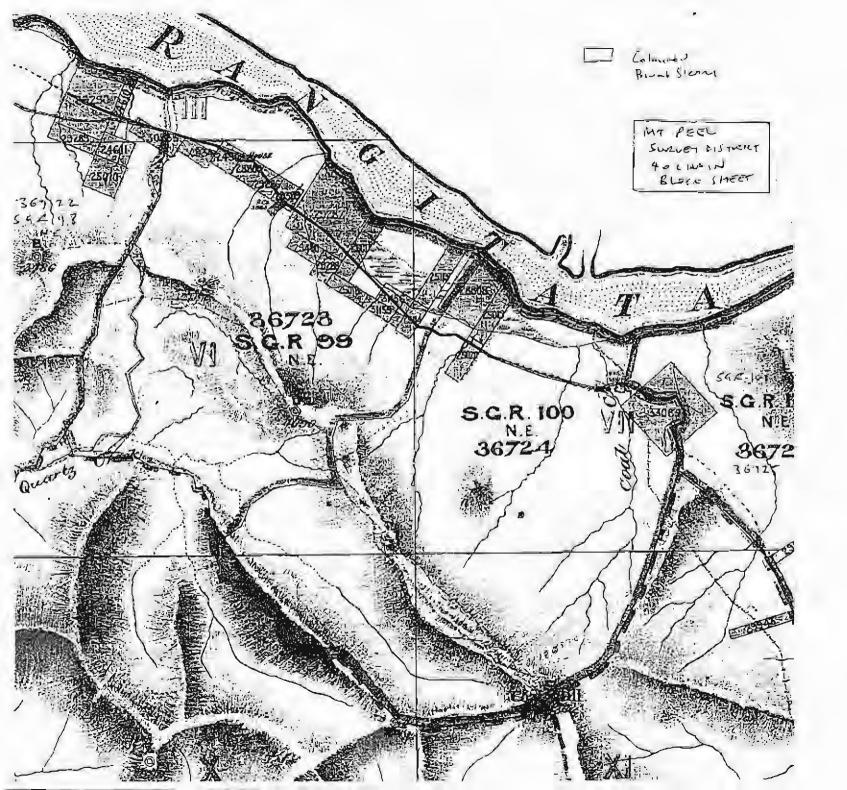


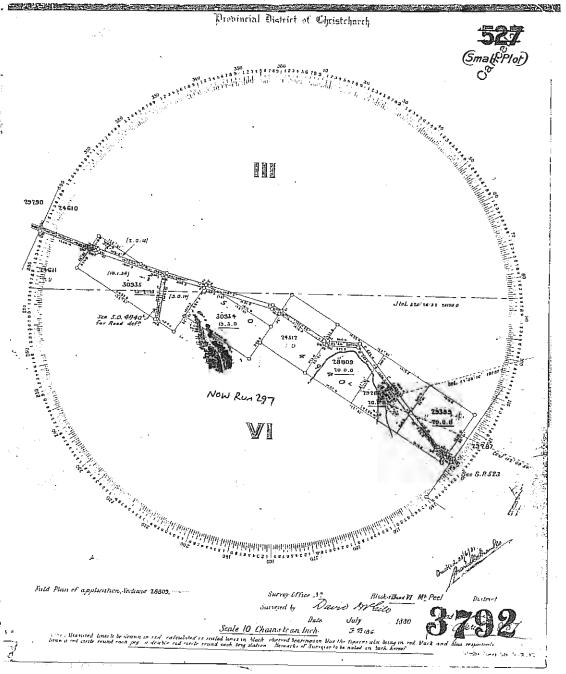


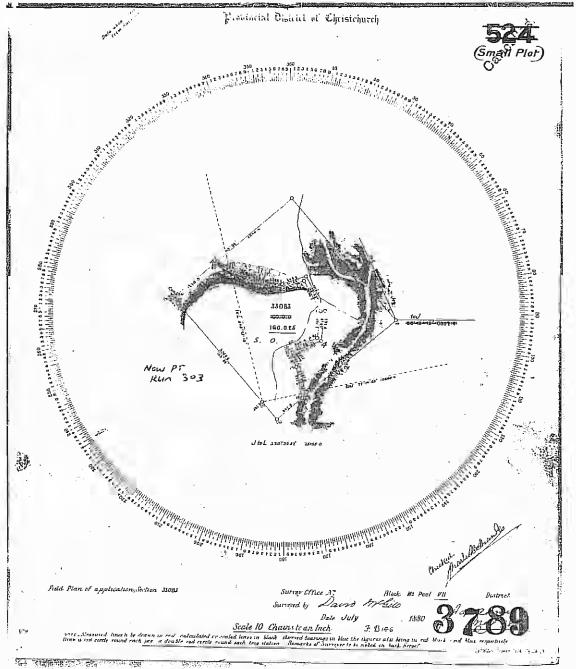


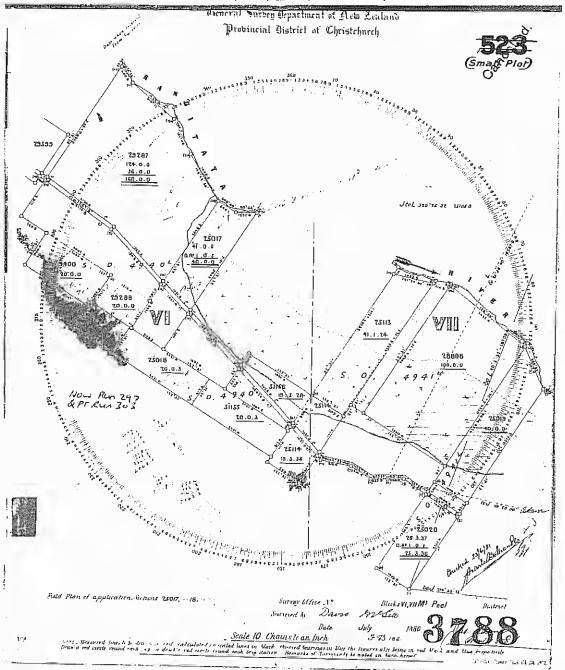


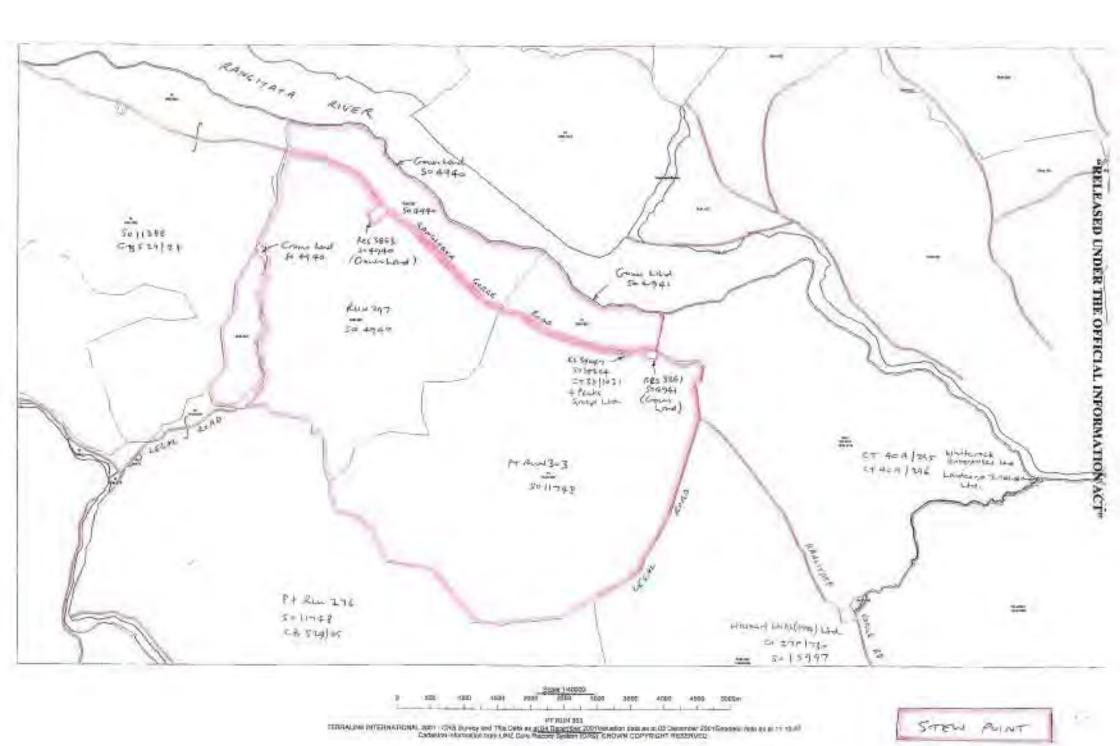




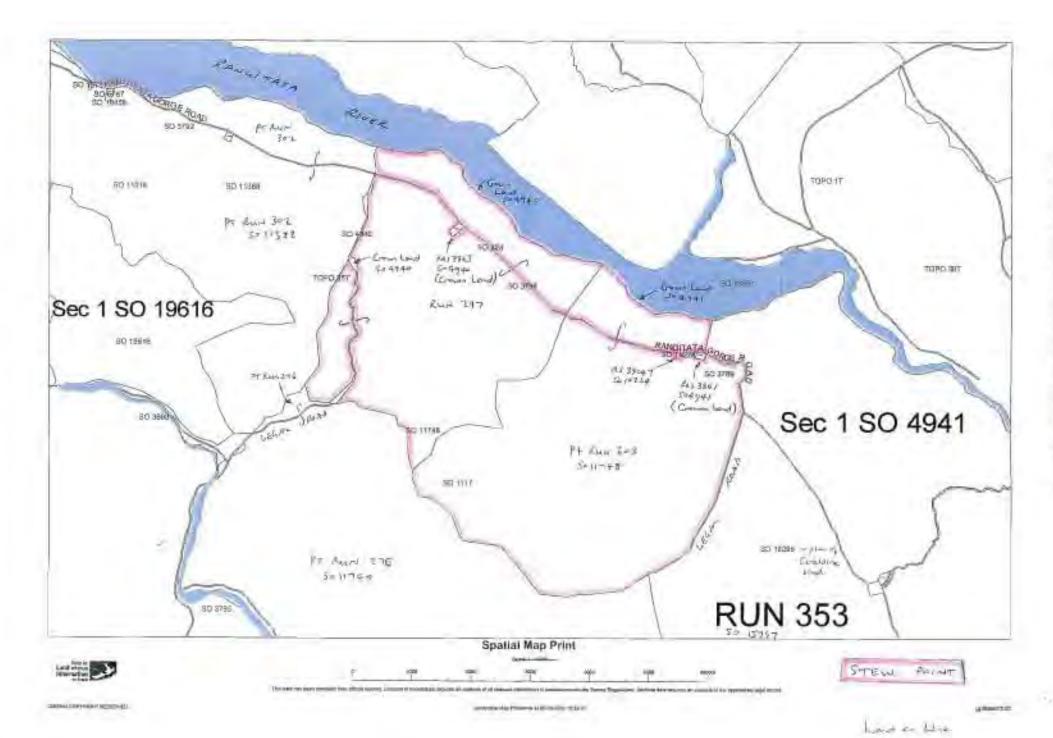


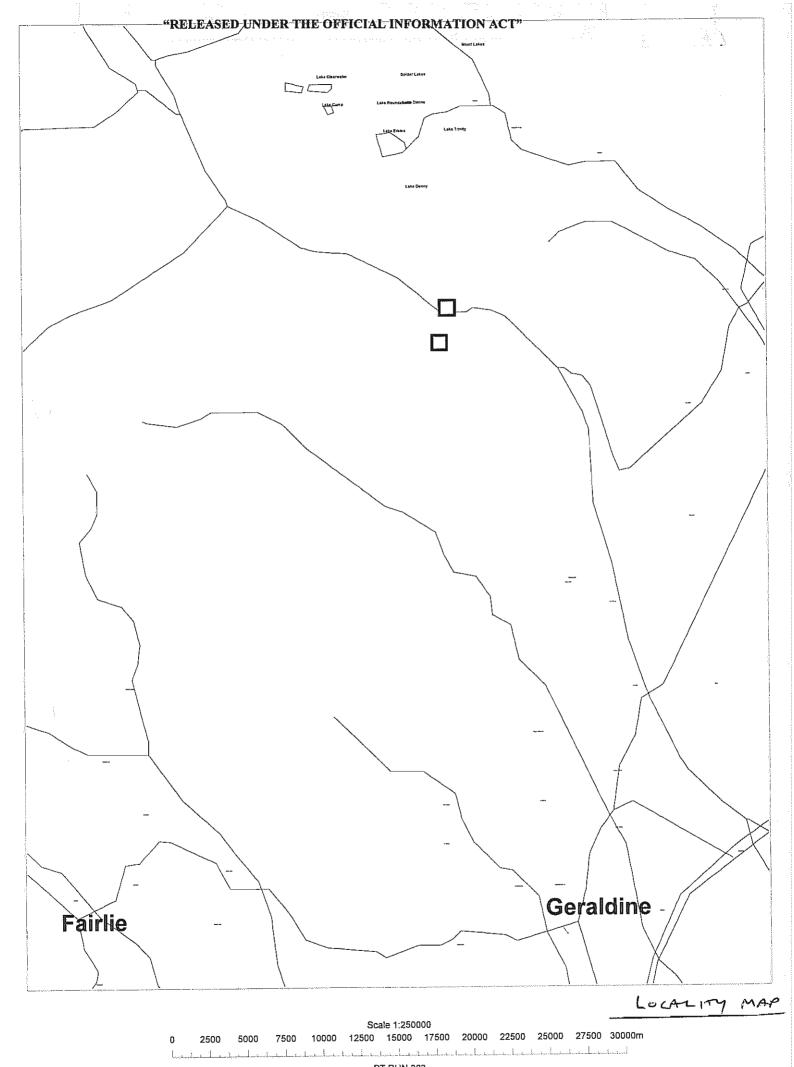


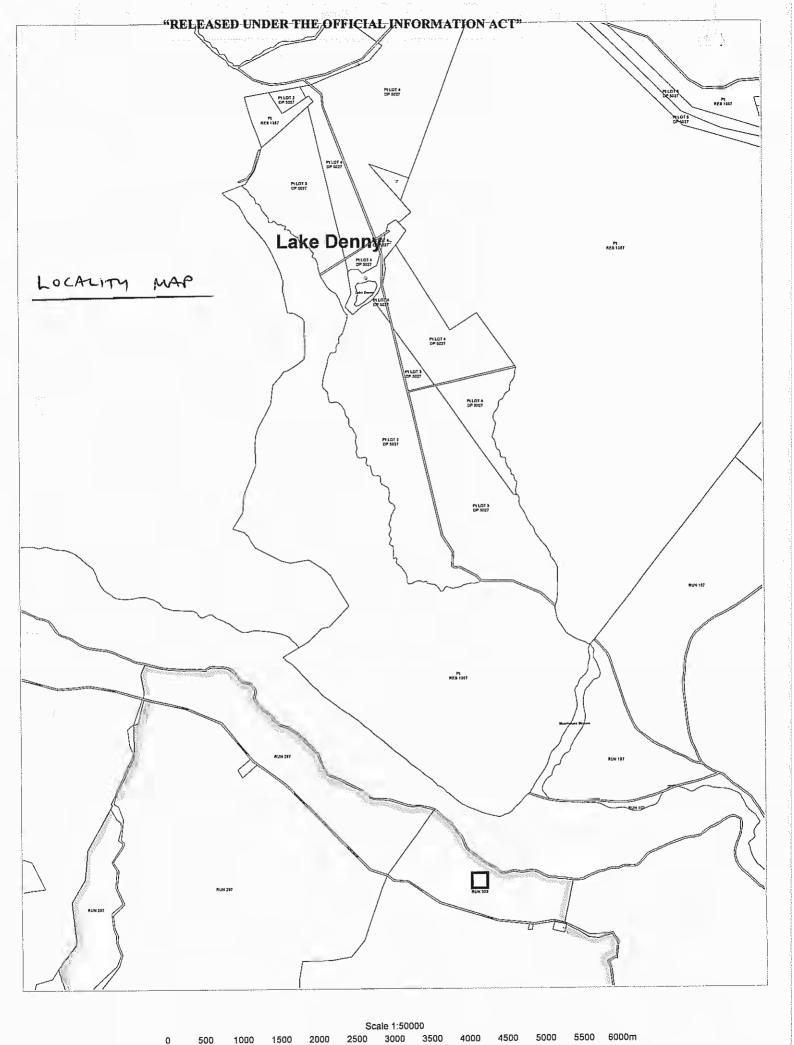


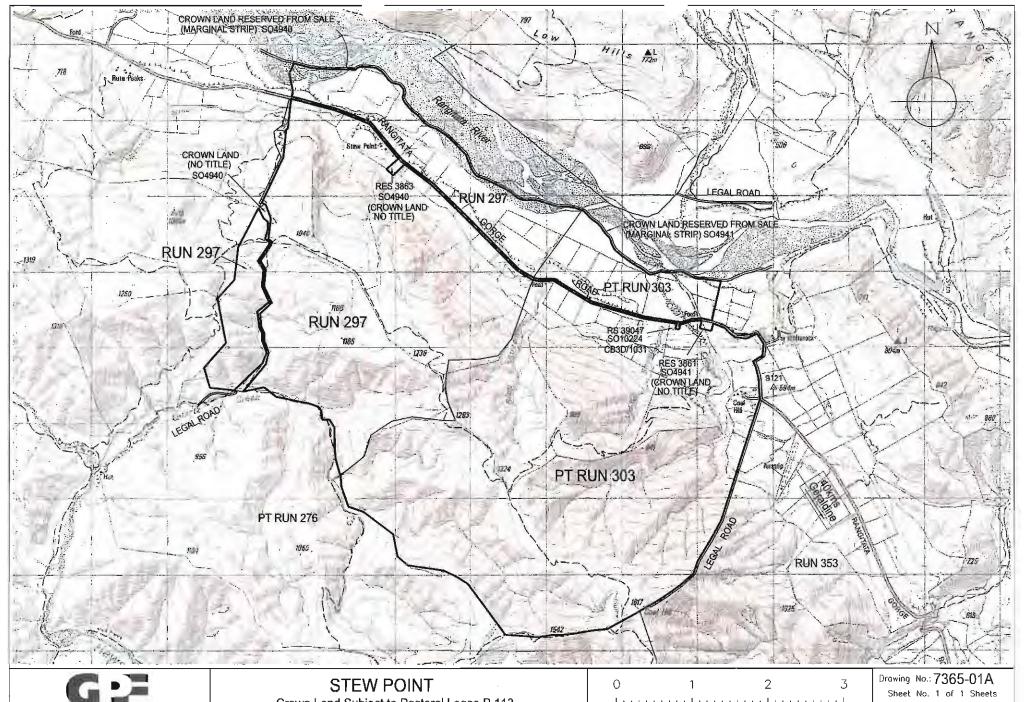


TELLAUREW









GLASSON POTTS FOWLER BNZ Armagh, 137 Armagh Street, Christchurch 6031, New Zealand Ph. (03)374-6515 Fax (03)374-6516 P.O.Box 13875 Email: cheb@gpfl.co.nz

Crown Land Subject to Pastoral Lease P.113

Subject to Section 24(9) Conservation Act 1987 (Marginal Strips)

1:50,000 SCALE (Kilometres)

Scale: 1:50,000@A4 Date: March 2002