

Crown Pastoral Land Tenure Review

Lease name : STREAMLANDS

Lease number: PT 098

Due Diligence Report (including Status Report)

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

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

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

July

DUE DILIGENCE REPORT **CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:**

Streamlands

File Ref: CON/50269/09/12713/A Report No: CH0154 Office of Agent: Christchurch LINZ Case No:

RECOMMENDATIONS

- 1. That the Commissioner of Crown Lands or his delegate note this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
- 2. That the Commissioner of Crown Lands or his delegate note that there are no incomplete actions which require action by the Manager Crown Property Contracts [or other party];

Signed by Opus:

Peer Reviewed

Mike Todd **Property Consultant**

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

GRANT KASPER WEBLEY Name: Date of decision: 1416 102

Report Date: 12/6/2002 Date sent to LINZ: 12/6/2002

R J Ross Property Consultant

1. Details of lease:

Lease Name:	Streamlands
Location:	Fairlie
Lessee:	Philip William MacKay, Anne Marie MacKay
	and Simon James Dorman
Tenure:	Pastoral Lease
Term:	33 years from 1 July 1962, extended for 33
x	years from 1 January 95.
Annual Rent:	\$525.00
Rental Value:	\$35,000.00
Date of Next Review:	1 July 2006
Land Registry Folio Ref:	CB895/97
Legal Description:	Run 72B situated in Blocks XII, XVI Gladstone
	Survey District, Blocks IX, XIII, XIV
	Mackenzie Survey District and Block II
	Dalzell Survey District.
Area:	5840.0 hectares

2. File Search

Files held by Agent on behalf of LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
CON/50269/09/12713/A-ZN	NO 1	1	19/01/02		11/5/02

Other relevant files held by LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
Pt/098-SCH-01	1		3/34		4/94
Pt/098-SCH-02	2		4/94		6/00
Pt/098-SCH-03	3		1/60		2/89
Pt/098/A-SCH		Plans Only			
CON/50213/09/12713/A-Z	NO	-	7/00	-	Present

3. Summary of lease document:

Terms of lease

Pastoral lease under the Land Act 1948 issued for 33 years from 1 July 1963 and extended for 33 years commencing 1 July 1995 *(it is noted that the memorial recording this incorrectly states that the renewal is effective from 1 January 1995).* The lease has a base stock limit of 3300 sheep (including 1650 breeding ewes). The current personal exemption is 3630 sheep (including 1815 breeding ewes).

Area adjustments

The area has been increased from 5665.5989 ha to 5840.0 ha through redefinition by topographical mapping.

Registered interests

- 418306.1 Variation of terms of within lease 27.1.1983
- *Terms and conditions to apply if the Lease is passed to Company ownership.*
- A97828.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 Term 20 years from 1.4.1990-21.2.1994

Recording the terms and conditions of an agreement entered into between the lessee and the Canterbury Regional Council for the development of parts of the lease.

A143906.1 Variation of the within lease and extension of the term for 33 years commencing 1.1.95 – 9.11 1994 .

Renewing the lease for a further term of 33 years and varying it by replacing the covenant to pay rent.

A418680.2 Mortgage to Rabo Wrightson Finance Limited 4.8.1999. *First mortgage*

Unregistered interests

There are no known unregistered interests

Summarise any Government programmes approved for the lease:

A land improvement agreement is registered against the lease. The agreement is still current and imposes future obligations on the landowner in respect to maintenance of work that was due for completion in 1995.

Summary of Land Status Report:

The land status report notes that a field inspection may be required to ascertain whether the streams within the lease are subject to section 24 of the Conservation Act 1987.

This is not considered to be relevant to the tenure review of this property.

There appears to be differences between fencelines on the topographical database and the northern cadastral boundary immediately east of the 1127 height mark.

This appears to be a minor variation and is not considered to be likely to affect the tenure review of this property.

Review of topographical and cadastral data:

There appears to be differences between fencelines on the topographical database and the northern cadastral boundary immediately east of the 1127 height mark.

Details of any neighbouring Crown or conservation land

There is no conservation land adjoining this property. There is also no adjoining Crown land with the exception of the Curraghmore, The Grampians, Kirkliston and Stony Creek pastoral leases.

Summarise any uncompleted actions or potential liabilities:

No uncompleted actions or potential liabilities have been identified.

Appendices

Appendix 1 – Land Status Check and Plan.

Appendix 1 – Land Status Check and Plan.

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50269 dated September 2001and is undertaken for the purposes of Tenure Review in terms the Crown Pastoral Land Act 1998.

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Property	1	of	1	

Land District	Canterbury
Legal Description	Byn 72D gitugted in Dlogka IV, V. VIII, VIV Meghangia
Legar Description	Run 72B situated in Blocks IX, X, XIII, XIV Mackenzie
en de la companya de Recompanya de la companya de la comp	S.D, Blocks XII, XVI Gladstone S.D, and Block II Dalzell S.D.
Area	5840.0 hectares (subject to survey)
Status	Crown Land subject to Pastoral Lease P.98
Instrument of title / lease	Pastoral Lease CB 895/97 pursuant to Section 66 and
ender och sindere i den som det som det som en som en Andere som en	registered under Section 83 of the Land Act 1948
Encumbrances	Subject to:
	• Section 24(9) Conservation Act 1987 (Marginal Strips)
	A97828.1 Land Improvement Agreement.
Mineral Ownership	Minerals are owned by the Crown, as the land has never
	been alienated from the Crown since its acquisition from the
	former Maori owners under the Kemp Purchase in 1848.
•	Also refer to CB 895/97 Agreement (b). Minerals are
	reserved to the Crown with right of access.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998

Data Correct as at	8 March 2002	
[Certification Attached]	Yes	
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Prepared by	Mike Todd	Allador -
Crown Accredited Agent	Opus Internationa	l Consultants Ltd, Christchurch

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Notes: This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6 paragraph 6.	 A field inspection may be required to ascertain whether Stony River, Moffat Stream, Balloon Stream and other streams within this pastoral lease are subject to Section 24 of the Conservation Act 1987. No evidence has been found to prove that the widths and extents of streams within Run 72B have been determined. A side panel note on SO 14112 states that the Run 72B is "subject to Sec 58 of the Land Act 1948 along rivers and streams over 3 metre wide", however, no marginal strips have been delineated on that plan. CB 895/97 is shown as being "Subject to the provisions of Section 58 of the Land Act 1948".
	 Allowing for differences in mapping techniques, there would appear to be differences between fencelines on the topographical database and the northern cadastral boundary of Run 72B as defined by SO 99. These differences occur immediately east of the internal legal road in the vicinity of the spot height of 1127m and approximately four kilometres further east where tracks cross the Run boundary.

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LAND STATUS REPORT for Streamlands perty 1 of 1

Research Data: Some Items may be not applicable

SDI Print/ Land on Line Print Obtained	Yes
NZMS 261 Ref	138, 139
Local Authority	Mackenzie District, Waimate District
Crown Acquisition Map	Kemp Purchase 1848
SO Plan «	SO 99 (Dated 1910) – Grampian Station: Plan of
	Runs 72, 72B and Pt Run 252, Gladstone,
	Mackenzie and Dalzell S.D's.
	SO14112 (August 1976)- Run 72B Streamlands.
	This plan represents the most accurate
	planimetric definition available at this date of the
	subject land
	SO17056 (I38) and SO17057 (I39) - SOE Land
	Allocation Maps.
Relevant Gazette Notices and / or Computer	Nil
interest register.	
CT Ref / Lease Ref	CB 895/97 – VL418306.1, LIAA97828.1,
	VLA143906.1.
Plan Index	SO 99, SO14112
Legalisation Cards	No card for SO99 or SO14112.
Statutory Actions (Landonline)	SO 00 no percel reference therefore no
Statutory Actions (Landonnine)	SO 99 – no parcel reference therefore no statutory action shown.
	SO14112 – no statutory action shown
CLR	Supports Pastoral status
CER	Supports I astoral status
Allocation Maps (if applicable)	DOC and SOE allocation maps sighted – no
	allocations within lease area.
VNZ Ref - if known	25170 11800 (Waimate District)
	25300 07900 (Mackenzie District)
Crown Grant Maps	Not applicable
^	
If Subject land Marginal Strip:	a) CB 895/97 and SO14112 refer to Sec 58 Strips
a) Type [Sec 24(9) or Sec 58]	however these are not defined on any survey
	plan. Section 24(9) Conservation Act 1987
	applies.

Status Check Streamlands.doc Saved on 18/03/02

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If Subject land Marginal Strip:	
b) Date Created	b) 1 January 1995 on renewal of this lease
c) Plan Reference	c) SO14112. No determination which rivers or streams are over 3 metres wide, and their extent
If Crown land – Check Irrigation Maps.	Not applicable
Mining Maps	No registered permits have been found. NZMS 261 I38, I39 mining maps unable to be located by LINZ staff on 1/3/02
If Road	
 a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 	See SO14112. Roads adopted from Topo Plots 20T and 31T.
b) By Proc	Not applicable
Other Relevant Information	
a) Concessions – Advice from DOC or Knight Frank.	a) The Department of Conservation has been consulted and no public conservation land has been identified within the boundary of this property.
 b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 	b) Searched - nothing found.
c) Other Info	 c) Topomap I39 shows the position of Stony River Road (unmetalled) as being significantly different to the position shown on SO14112. This road would appear to provide access from Haldon Road to Stony Creek Station.
	• Topomap I39 shows power lines to Stony Creek Station crossing the southwestern corner of the run.
	 Lessees also farm RS33370, RS33371, RS33372 and Lots 1 & 3 DP79731 adjacent to Run 72B.
	• B.M.181 Sheet 8 shows a reference "629" in the vicinity of what is now Run 72B. Consultation with LINZ Help Desk staff and a search of LINZ records did not ascertain what this reference refers to. It does not appear to be a rural section or section number and is possibly an early license reference.

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OP^{**}S INTERNATIONAL CONSULTANTS LIMITED ChasISTCHURCH OFFICE

APPENDIX B

Project Number 6NLITR.02/YC

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50269 dated September 2001and is undertaken for the purposes of Tenure Review in terms the Crown Pastoral Land Act 1998.

LAND S	LIPS Ref 12713/01			
Property	1	of	1	

Land District	Canterbury	
Legal Description	Run 72B situated in Blocks IX, X, XIII, XIV Mackenzie	
	S.D, Blocks XII, XVI Gladstone S.D, and Block II	
	Dalzell S.D.	
Area	5840.0 hectares (subject to survey)	
Status	Crown Land subject to the Land Act 1948	
Instrument of title / lease	Pastoral Lease CB 895/97 pursuant to Section 66 and	
	registered under Section 83 of the Land Act 1948	
Encumbrances	Subject to:	
	• Part IVA, Conservation Act 1987 (Marginal Strips)	
	• A97828.1 Land Improvement Agreement pursuant	
	to sections 30 and 30A of the Soil Conservation and	
	Rivers Control Act 1941.	
Statute	Land Act 1948 and Crown Pastoral Land Act 1998	

Data Correct as at	8 Mar	h 2002	
[Certification Attached	l Yes		71
		(hVila)	1 2/1/
Prepared by	Mike Te	dd Pouran	26/4/02
Crown Accredited Sup	plier Opus In	ernational Consultants Ltd,	Christchurch

Certification

Pursuant to Section 11(1)(*l*) of the Survey Act 1986 and acting under delegated authority of the Surveyor-General pursuant to Section 11(2) of that Act, I hereby certify that the land described above is Crown Land under the Land Act 1948.

R. Moullos

Ross Moulton, Chief Surveyor (Canterbury Land District) Land Information New Zealand.

2914 /2002

CERTIFICATION

Report to the Chief Surveyor, Christchurch for a certification of a status investigation in respect to Streamlands Pastoral Lease Tenure Review.

- 1 Michael John Todd, Property Consultant, Opus International Consultants Limited certifies that the status reports enclosed for certification are in order for signature.
- 2 In giving this certification, Michael John Todd, Property Consultant, Opus International Consultants Limited undertakes that the status reports have been completed in compliance with all relevant policy instructions and in particular OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.

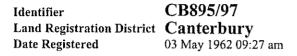
M J Todd Opus International Consultants Ltd 10/04/2002

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COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952

Historical Search Copy



 Type
 Lease under s83 Land Act 1948

 Area
 5840.0000 hectares more or less
 Term
 Thirty three years commencing on 1st July 1962 and extended for 33 years

Legal Description Run 72B

Original Proprietors Philip William MacKay, Anne Marie MacKay and Simon James Dorman

Interests

Subject to Section 58 Land Act 1948

418306.1 Variation of terms of within lease - 27.1.1983 at 10.33 am

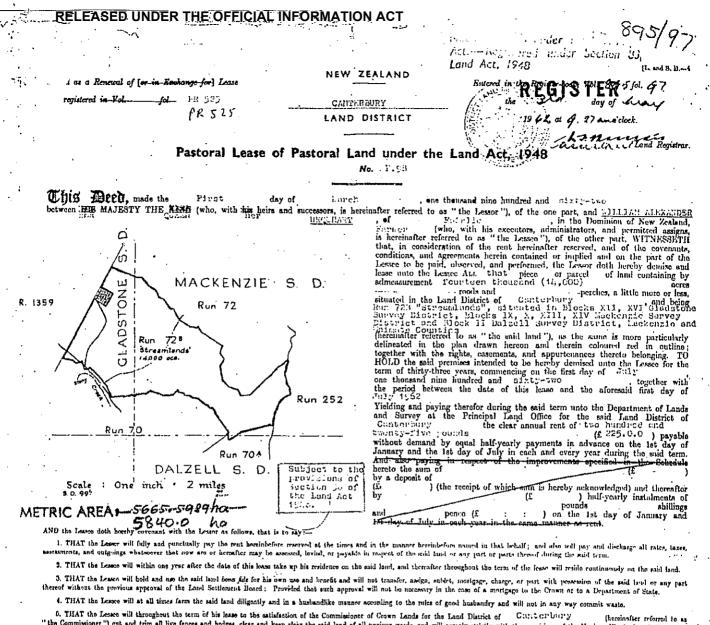
A97828.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 Term 20 years from 1.4.1990 - 21.2.1994 at 11.27 am

A143906.1 Variation of the within Lease and extension of the term for 33 years commencing 1.1.1995 - 9.11.1994 at 11.59 am

A418680.2 Mortgage to Rabo Wrightson Finance Limited - 4.8.1999 at 12.24 pm



commencing 1.1.1995



"the Commissioner ") cut and trim all live fences and hedges, clear and keep clear the asid land of all noxious weeds, and will comply strictly with the provisions of the Nozious Weeds Act, 1923. 6. THAT the Lessee will keep the sold land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Babbit Nuisance Act, 1923.

7. THAT the Lessee will clean and clear from weeds and keep open all crocks, drains, ditches, and watercourses upon the said land, including any drains or ditches which many he constructed by the Commissioner after the commencement of the term of the term of the terms; and will not at any time without the prior consent of the Commissioner after the channel of any such creck or watercourse or stop or divert the water flowing therein.

8. THAT the Lesses will at all times during the sold term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including these specified in the Schedale hereto which are being purchased by the Lessere) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.

9. THAT the Lessos will insure all buildings belonging to the Crown (including these specified in the Schedule hereto which are being purchased by the Lessee) now or herenfor erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all previous falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such promium becomes tayable, the receipt for that promium.

10. THAT the Losson will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner observations approach the destruction of any such timber, tree, or bush unless the Commissioner observations approach to term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner observations approach to term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner observations approach to term of the second term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner observation of the second term of the second term of the second term of the second term of the term of the second term of term of the second term of term of terms of term of terms of terms of terms of terms of terms of the second term of terms of

Provided that the consent of the Commissioner as aforeasid shall not be necessary where any such timber or tree is required for any agricultural, pasteral, howehald, readmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lesson

11. THAT the Lezzo shall not, except for the purpose of complying with any of the provisions of the Nascela Tusneck Act, 1916, burn any tusneck, scrub, fetu, or grass on the said land, nor permit any tusneck, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consents may be given subject to such tarms and conditions as the Commissioner may deem necessary.

12. THAT officers and employees of the Department of Internal Affaires shall at all times have a right of ingress, and regress over the land comprised in this leave for the purpose of determining whither such land or any adjoining hand is infested with deer, wild goats, wild pige, openands, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of determines?

Provided that such officers and employees in the performance of the mid duties shall as all times avoid undue disturbance of the Lessoe's stock.

13. See book horeor.

AND is in hereby agreed and declared by and between the Lower and the Louses :---

(s) THAT the Losson shall have the oxolusive right of pasturage over the said land, but shall have no right to the soil.

(5) THAT the Losson shall have no right, title, or claim whatsoaver to any minerals (within the meaning of the Land Act, 1918) on or under the surfaces of the soil of the and land, and all such minerals are reserved to His Majesty together with a free right of way over the axid land in favour of the Commissioner or of any person anthorized by him and of all persons lawfally engaged in the working, extraction, or removal of any mineral on or under the surfaces of the said land or any adjacent land of the Crown, subject to the payment to the Losson of compensation for all damage dones to improvements on the said land lelonging to the Losson In the working, extraction, or removal of any such minerals:

Provided that there shall be no right of way over, or right to work, extract, or remove any minerel from, any part of the said land which is for the time being under crop or used or situated within the partial a said, garden, exchand, vinoyard, nursery, or plantation, or within 100 yands of any shuidings lault 1 ng house .

Provided size that the Lessee may, with the prior consent in writing of the Commissioner, which connect may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any sgricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.

(c) THAT upon the expiration by effection of time of the term berely granted and thereafter at the expiration of each more and in the term to be granted to the Longer the outgoing Lexcer shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1916, a new lease of the land hereby leased at a rent to be determined in the flow of the land Act, 1916, a new lease of the land hereby leased at a rent to be determined in the flow of the land Act, 1916, a new lease of the land hereby leased at a rent to be determined in the flow of the land Act, 1916, a new lease of the land hereby leased at a rent to be determined in the flow of the said Act for a term of thirty-three years compared from the expiration of the term hereby granted and ambient to the same covenants and provisions as this lease, including this present a provision of the terms of the flow of the flow of the flow of the said at provisions abelieve or in relation thereto.

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RELEASED UNDER THE OFFICIAL INFORMATION ACT 2. (d) THAT to we shall have no right of acquiring the fet-simple of the said land. (a) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may . (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depestared thereon ; (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees ; (iii) Flough and sow in gram any portion of the said land ; fiv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass; (v) Surface sow in grass any partice of the said land ; Provided that the leases shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grames to the autifaction of the Commissioner. and the second (FWEHLAT + ملاح مشمدهم الدراء و -and-for the owners of this class wie in meking the mid-had and shall an tor oncist of the Continent ماد امر ما املم -13-فروني الم مد ه له e7. 1 (9) THAT if the Lesser shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the astisfaction of the Land. Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water is expressed or implied to the Lewor, then the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water is expressed or implied to the Lewor, then the Land Settlement Board may, subject to the provisions of section 146 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or relevang the Lewse from Hability for rent due or sectuing due of for any prior breach of any covenant or condition of the lease. (A) THAT these prevents are introderi to take effect as a partoral lease under the Land Act, 1918, and the provisions of the said Act and of the regulations made thereunder applicable it Auci leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully sot out herein. ٠F LAND & DEEDS Naturez WERENTS DELUBURGE TO THE GROWS - Derive 3 MAY 1962 Ë 1 - 113 Feat 1 ALIMAN NO. 234 :H WILLESS whereof the Commissioner of Crown Lands for the Land District of etal, and these presents have also been executed by the said Lessee. , on behalf of the Lossor, hath hereunto est <u>_ 71</u> Centeriory Signed by the said Commissioner, on behalf of the Lessor, in the presence of--Mam Wilneis -Assignation Commissioner of Cry Lando a Munry M Occupation : Charstelum. Address : . Signed by the above named as Lessee, in the presence of-1. s.c. d 122 Wüncss : _ allanteri Longe a ster Occupation : Jainh Address : and the state of the 13. THAT without derogating from or restricting the ecvenent's contained in clause four bereaf and on the part of the Lesser / to be performed or condited with the Lesser will not at any time during the suid term derasture on the said land more than //* 3200 sheep which mesher shall include has more than 1500 breeding even inc/MED MORANES that the Lesser may with the prior written consant of the Pond carry such additional stock on weak terms and eventitions or may be therein specified and or the prior eventheless to the right of the more to revoke or vary anothermore at any time. CERTIFIED a true copy of Kerter except as to colour and scale 42 No. A143906/1 Variation of the within lease P.K. and extension of the term for 33 years commencing 1.1.995 - 9.11.1994 at 11.59am 99105/1 Certificate of Alteration whereby the area of the within land is increased to or A.1 5840.0 Hectares - 24.9.1976 at /R. **9.**50 a.m. A345840.1 Transfer to Philip William MacKay and Anne Marie MacKay 2.4.1998 at 1.17 A.L No. 418306/1 Variation of terms of within lease -جنكلات 27-1-1983 at 10.33a.m. Wellowson for DLR A418680.1 Transfer to Philip William for A.L.R. MacKay, Anne Marie MacKay and Simon James Transfer 422013/1 to Streamlands Station Dorman Limited at Timaru - 22.2.1983 at 10.19 a.m. A418680.2 Mortgage to Rabo Wrightson a facal Finance Limited for A.L.R. No.A97828/1 Land Improvement Agreement all 4.8.1999 at 12.24 pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941 Term 20 years from 1.4.1990 - 21.2.1994 at for RGL 11.27am for A.1