

Crown Pastoral Land Tenure Review

Lease name : TE AKATARAWA

Lease number : PT 023

Due Diligence Report (including Status Report) - Part 1

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

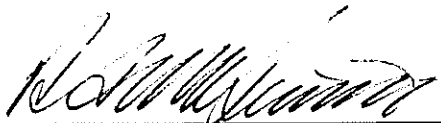
**DUE DILIGENCE REPORT
CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:**

File Ref: Pt 023.01 Te Akatarawa **Report No:** R1558 **Report Date:** 19 December 2001
LINZ: CON/50268/09/12683/A-ZNO
Office of Agent: Timaru **LINZ Case No:** 01/ **Date sent to LINZ:** 20 December 2001

RECOMMENDATIONS

1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions which require action by the Manager Crown Property Contract;
 - 2.1 Take action to correct the area shown on the certificate of lease as set out under Section 8 of this report.
 - 2.2 Investigate road through RS32300 adjoining the lease as described under Section 8 of this report.

Signed for Knight Frank (NZ) Limited



R A Ward-Smith Manager - Timaru

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

Name:

Date of decision: / /

1. Details of lease:

Lease Name: Te Akatarawa
Location: Waitaki Valley, South Canterbury
Lessee: E J Graham, F I Graham, Cook Allan Gibson Trustee Company Limited
Tenure: Pastoral lease
Term: 33 years from 1 July 1985
Annual Rent: \$5,850
Rental Value: \$260,000
Date of Next Review: 30 June 2007
Land Registry Folio Ref: CB529/23
Legal Description: Part Run 67 "Te Akatarawa", Rural Sections 39703, 39704, 39705 and 39706, Hewlings and Gibson Survey Districts
Area: 11,190 hectares (subject to survey) shown on lease document
 Correct area should be 11,444.6787 – See 8 Below

2. File Search

Files held by Agent on behalf of LINZ:

| File Reference | Volume | First Folio Number | Date | Last Folio Number | Date |
|----------------------|----------|--------------------|-------------------------|-------------------|-----------------------|
| <i>Pt/023-SCH-01</i> | <i>I</i> | <i>1</i> | <i>5 September 1942</i> | <i>142</i> | <i>12 August 1976</i> |

| File Reference | Volume | First Folio Number | Date | Last Folio Number | Date |
|----------------------|-----------|--------------------|-----------------------|-------------------|---------------------|
| <i>Pt/023-SCH-02</i> | <i>II</i> | <i>144</i> | <i>20 August 1976</i> | <i>228</i> | <i>3 March 1983</i> |

| File Reference | Volume | First Folio Number | Date | Last Folio Number | Date |
|----------------|------------|--------------------|---------------------|-------------------|-------------------------|
| <i>Pt 023</i> | <i>III</i> | <i>228A</i> | <i>3 March 1983</i> | <i>329</i> | <i>22 December 1993</i> |

| File Reference | Volume | First Folio Number | Date | Last Folio Number | Date |
|----------------|-----------|--------------------|-------------------------|-------------------|---------------------|
| <i>Pt 023</i> | <i>IV</i> | <i>330</i> | <i>23 December 1993</i> | <i>333</i> | <i>30 June 2000</i> |

| File Reference | Volume | First Folio Number | Date | Last Folio Number | Date |
|---------------------------------|--------|-------------------------|--------------------|-------------------|---------------------|
| <i>CON/50213/09/12683/A-ZNO</i> | | <i>No folio numbers</i> | <i>1 July 2000</i> | | <i>Current file</i> |

Other relevant files held by LINZ:

| File Reference | Volume | First Folio Number | Date | Last Folio Number | Date |
|--------------------|--------|--------------------|----------------|-------------------|------------------|
| 5200/D13/T01-1-DNO | | NA | 1 January 1800 | NA | 28 February 1997 |

| File Reference | Volume | First Folio Number | Date | Last Folio Number | Date |
|----------------|-----------|--------------------|----------------|-------------------|------|
| P/23A-SCH | Plan File | NA | 1 January 1800 | NA | |

3. Summary of lease document:

Terms of lease

Pastoral lease under the Land Act 1948. From the 1st day of March 1952 for 33 years from 1 July 1952 with right of renewal under the normal terms and conditions of pastoral lease except for the following peculiar clause:

- (i) That in the event of a dam being constructed across the Waitaki River during the term of the lease, the lessee shall not be entitled to compensation for loss of area, but the rent shall be reviewed if the area lost is considerable.

Area adjustments

When Certificate of Alteration 95130/1 was registered on 26 August 1976, it applied only to Part Run 67, and did not include Rural Sections 39703, 39704, 39705 and 39706, which had been incorporated under Document 768369 on 20 June 1969. The area therefore should be 11,190 hectares, as redefined, plus the 254.6787 hectares incorporated being the above Rural Sections. This gives a total area of 11,444.6787 hectares. It will therefore be necessary to register a Certificate of Alteration to correct this error.

All records only show the redefined Part Run 67 being 11,190 hectares.

Registered interests

Document A8410.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941, registered 7 August 1992.

Document A360741.3 Mortgage to ASB Bank Limited registered 16 July 1998.

Document 5038409.3 Mortgage to ASB Bank Limited registered 2 May 2001

Unregistered interests

Works were carried out under Soil and Water Conservation Plan Number 60 through the Waitaki Catchment Commission and Regional Water Board. No document securing these works appears to have been registered against the title.

Two major electricity conductors traverse the lease from south to north. These are the Benmore-Haywards 500KV line and the Benmore-Islington 220KV line. Also along the general route of the lines is a private road built during the hydro power development and known as the Black Forest

Road. North from Monty's Saddle it is formed, as far as can be ascertained, on legal road. There is no registered easement for any of these installations, and they are assumed to be protected under Sec 22 Electricity Act 1992.

4. Summarise any Government programmes approved for the lease:

Soil and Water Conservation Run Plan 67. It appears that an initial Soil and Water Conservation Plan was drawn up for the property in 1969. Since then, it went through various reviews and revisions, the last being recorded in 1977. At that stage, 4,700 acres (1,900 hectares) had been oversown and topdressed, 29 kilometres of fencing and 14 kilometres of fire-break track had been completed. The revision proposed a further 8.8 kilometres of fencing works and 11.2 kilometres of strategic fire break track. The programme did not involve retirement of land. The programme is not registered on the title.

Under the Rabbit and Land Management Programme, subsidised works are secured against the title by document A8410.1 Land Improvement Agreement pursuant to Section 30A, Soil Conservation and Rivers Control Act 1941. The total cost of the programme (excluding labour for fencing) amounted to \$343,430 of which 82% was for rabbit control, 9% for fencing, and a further 9% for land management works, being oversowing and topdressing.

5. Summary of Land Status Report:

The Land Status Report dated September 2001 and approved by the Chief Surveyor on 22 November 2001 states that the land is all Crown Land subject to the Land Act 1948. Legal description is given as Part Run 67 and Rural Sections 39703, 39704, 39705 and 39706 Hewlings and Gibson Survey Districts. While the total area is shown as 11,190 hectares, a note to the Status Report refers to 254.6787 hectares that should be shown as additional to the 11,190 hectares. See area adjustment under 3 above.

Minerals will remain with the Crown as the land has never been alienated since its acquisition for settlement purposes from the former Maori owners by the Kemp Purchase 1848.

6. Review of topographical and cadastral data:

The property is situated adjoining the two hydro power lakes of Benmore and Aviemore on the Waitaki River, being the boundary between Otago and Canterbury Land Districts. For all practical purposes, the area in the lease is that occupied by the Holder. The western boundary adjacent to Lake Aviemore is Te Akatarawa Road, which is fenced. Adjoining Lake Benmore, the boundary is below the maximum operating level of the lake, being 362.6 metres asl, with the legal boundary at 360.65 metres. The northern boundary with Black Forest Pastoral lease is fenced for much of its length and generally fenced on the boundary or within a hundred metres of it, although SO 14073 states the boundary is on the fenceline. The eastern boundary adjoining Waitangi pastoral lease and freehold is fenced on the boundary, or within very close proximity to it. In the south-east, where the boundary adjoins freehold land held by the lessee, the boundary is not necessarily fenced.

There is legal road to the lease via Te Akatarawa Road, and legal road but not necessarily formed, through the freehold steading area to the lease as well as legal road through the adjoining Waitangi

Pastoral Lease. This latter road continues through the pastoral lease northward joining the formed road following the hydro power lines to Black Forest and the Haldon road to the north. It is however not continuous in that there is a break where it passes through adjoining freehold RS 32301 held by the lessees of Waitangi Station. See Section 8 Clause 2 below.

The topography of the pastoral lease consists of a principal valley and ridge system running generally north-south, with moister more heavily vegetated country to the east, and progressively drier country to the west adjoining Lake Benmore. The easier downs in the south-east corner are interspersed with freehold grid-iron blocks.

7. Details of any neighbouring Crown or conservation land

To the north is Black Forest pastoral lease, and to the east is Waitangi pastoral lease. Small areas of freehold also adjoin to the east. The whole western boundary is hydro lake being lakes Aviemore and Benmore. Both these are artificial lakes formed behind hydro dams. There may be Crown Land at or about the Benmore dam across the legal road from Te Akatarawa. There may be small pockets of Crown Land between the Te Akatarawa Road and Lake Aviemore. These areas of Crown Land, if they exist, will be part of ongoing discussions between LINZ and the Waitaki Lakes Committee/Local Councils.

There is no Conservation Land within the boundaries of Te Akatarawa.

8. Summarise any uncompleted actions or potential liabilities:

1 Adjustment to areas

Under Certificate of alteration 95130/1 Part Run 67 was redefined on SO14073 as 11,190 hectares. This was taken to be the whole area of the run, and inadvertently did not include 254.6787 hectares previously incorporated under Certificate of Alteration 768369. The area now shown on the title is incorrect and should be 11,444.6787 hectares. See area adjustments in 3 above, and Status Check.

2 Road through RS32300 adjoining

Located in a pocket at the beginning of the file is a now expired Licence to Occupy Crown Lands for pastoral purposes, being a lease document issued under the Land Act 1924, for a period of 35 years from 1 March 1928 to a Donald Burnett. It is noted on the diagram that a track shown by a broken line is continuous from a road through RS32300. A cadastral plan above folio 45 also shows the broken line road running from the legal road through RS32300, however a later half-tone plan prepared at the time of lease renewal shows the dotted road line as a solid line but only running from the boundary of the lease northward through the lease: ie it does not connect with the legal road through RS32300. This could be of importance in relation to public access and needs to be fully investigated.

A letter was sent to the lessee dated 10 February 1987 stating that the Commissioner of Crown Lands wished to follow up the provision of legal access to Lake Benmore through the lease and adjoining freehold. There has been no further action. Note that RS32300 does not belong to the Holder.

A copy of the diagram on the expired Licence is appended.

APPENDICES

Schedule A Land Status Report

1 Licence diagram showing road over RS 32300

KNIGHT FRANK (NZ) LIMITED

Appendix A

This report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated September 2001 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

| | | | | |
|--------------------------------------------|----------|-----------|----------|-------------------------|
| LAND STATUS REPORT for TE AKATARAWA | | | | <i>[LIPS ref.12863]</i> |
| Property | 1 | of | 6 | |

| | |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Land District | |
| Legal Description | Part Run 67 and Rural Sections 39703,39704,39705 and 39706 situated i BlocksV, VI, VII, VIII,IX, X, XI, XII, XIII, XIV and XV Hewlings Survey District and Block I and II Gibson Survey District. |
| Area | 11,190 Hectares (Subject to Survey) |
| Status | Crown Land subject to the Land Act 1948. |
| Instrument of lease | All CIR CB 529/23 pursuant to Section 66 as registered under Section 83 Land Act 1948 |
| Encumbrances | -A8410.1-Land Improvement Agreement pursuant to Section30A Soil Conservation and Rivers Control Act 1941. - Subject to Part IVA Conservation Act 1987 upon disposition. |
| Mineral Ownership | Minerals will remain with the Crown as the land has never been alienated since its acquisition for settlement purposes from the former Maori owners under the Kemp Purchase 1848. |
| Statute | Land Act 1948 & Crown Pastoral Land Act 1998. |

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| Data Correct as at | 5 November 2001. |
| [Certification Attached] | Yes |

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|-------------------------------|------------------------------------------------------------------------------------------------------|
| Prepared by | Murray Bradley  |
| Crown Accredited Agent | Knight Frank (NZ) Limited |

KNIGHT FRANK (NZ) LIMITED

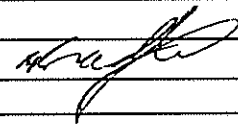
Appendix B

This land status report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated September 2001 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

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| LAND STATUS REPORT for TE AKATARAWA | | | | [LIPS ref.12863] |
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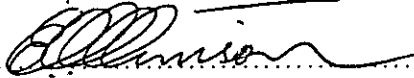
| | |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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| Statute | Land Act 1948 & Crown Pastoral Land Act 1998. |

| | |
|---------------------------------|------------------|
| Data Correct as at | 5 November 2001. |
| [Certification Attached] | Yes |

| | |
|-------------------------------|------------------------------------------------------------------------------------------------------|
| Prepared by | Murray Bradley  |
| Crown Accredited Agent | Knight Frank (NZ) Limited |

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 subject to the Land Act 1948.


 for R Moulton, Chief Surveyor
 Land Information New Zealand, Christchurch

E.H. Atkinson
 Deputy C.S.

Date...22/11/2001

TE AKATARAWA RESEARCH - Property 1 of 6

| | |
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| Notes : This information does not affect the status of the land but was identified as possibly requiring further | (i) We note that the Certificate of Alteration(95130/1) redefining the area within the lease is incorrect as the redefinition was only for Part Run 67.(see SO Plan |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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| <p>investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6</p> | <p>14073).Therefore the area is incorrect as it does not include RS 39703,39704,39705 & 39706 , (See SO Plan 11243) (629-1-12) or 254.6787 ha.The correct area should be 11,444.6787 ha.It will therefore be necessary to register a Certificate of Alteration to correct this error.</p> <p>(ii) Folio 297 on File p23 A letter sent to the lessee dated 10 February 1987 refers to the provision of legal access to Lake Benmore through the lease and adjoining Freehold .There is short gap where it passes through the freehold which should be linked up with the existing legal road (See plan under folio 291).No action appears to have been taken on this matter.</p> |
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| LAND STATUS REPORT for TE AKATARAWA | | | | [LIPS ref.12863 |
| Property | 1 | of | 6 | |

Research Data: Some Items may be not applicable

| | | | | |
|----------------------------------------|----------|-----------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Property | 1 | of | 6 | |
| SDI Print Obtained | | | | Yes |
| NZMS 261 Ref | | | | H39,H40,I39 & I 40 |
| Local Authority | | | | Waimate District. |
| Crown Acquisition Map | | | | Kemp Deed of Purchase. |
| SO Plan | | | | SO 14073 (1976)- Defines Part Run 67 SO 11243(1969) – Defines RS 39703,39704,39705 & 39706. SO 10209 Defines area taken for Water Power Dev. SO 10210 Defines area taken for Water Power Dev. SO 10616 Defines area taken for road. SO 10627 Defines area taken for road. |
| Relevant Gazette Notices | | | | Proc 710312 (1967 p 701) Proc 710313 (1967 p 702) Proc 710314 (1967 p 701) |
| CT Ref / Lease Ref | | | | CB 529/23. |
| Legalisation Cards | | | | SO 10209 - Action Completed. SO 10210 No Legalisation Card. SO 10616 " SO 10627 " SO 11243 " SO 14073 " |
| CLR | | | | N/A |
| Allocation Maps (if applicable) | | | | No allocations(SOE,DOC or UCL)affect the Pastoral Lease on Sheets H39,H40,I39 & I40 |
| VNZ Ref - if known | | | | 25170 – 12500 |
| Crown Grant Maps | | | | Hewlings & Gibson (1880) |
| If Subject land Marginal Strip: | | | | a) Note : Both current lease and plan show no prior subject provision to Section 58 of the Land Act 1948. |
| a) Type [Sec 24(9) or Sec 58] | | | | |
| b) Date Created | | | | b) N/A |
| c) Plan Reference | | | | c) SO 11243 and SO 14073. |

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| LAND STATUS REPORT for TE AKATARAWA | | | | [LIPS ref.12863] |
| Property | 1 | of | 6 | |

Research – continued

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|---------------------------------------------------------------------------|---|----|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Property | 1 | Of | 6 | |
| If Crown land - Check Irrigation Maps. | | | | N/A |
| Mining Maps | | | | No Mining Interests are recorded within the lease in the National Mining Index. |
| If Road | | | | |
| a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 | | | | a) Crown Grant and Section 110A Public Works Act 1928. |
| b) By Proc | | | | b) Proc 710313 (SO 10616 * 10627) |
| c) Plan no : | | | | c) Topo 25T(Photogram Plots S117 & S 109. SO 10616 SO 10627,SO 1811 SO 3051SO 2718 |
| Other Relevant Information | | | | |
| a) Concessions - Advice from DOC or Knight Frank. | | | | a)There is no Conservation Land within the Pastoral Lease boundaries.However the Waitangi Retirement Area adjoins the north eastern boundary.It has not been formally transferred to the Dept of Conservation as yet .As it is not gazetted as public conservation land it will not have any concessions issued over it.. |
| b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998. | | | | b) The Pastoral Lease adjoins the Statutory Acknowledgement Area Te Aro Marama (Lake Benmore) (MD 130-SO 19857) Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998 |
| c) Mineral Ownership | | | | c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the Kemp Purchase(1848). Contained in (provide evidence): Run 67 PR 466(1928) is the earliest lease available in the Land Transfer Office after Canterbury Gazette 1867 page 157 ,confirmation of Runs under the Canterbury Land Regulations. |
| d) Other Information | | | | d) (1). We note that the Certificate of Alteration(95130/1) redefining the area within the lease is incorrect as the redefinition was only for Part Run 67,(see SO Plan 14073).Therefore the area is incorrect as it does not include RS 39703,39704,39705 & 39706 , (See SO Plan 11243) (629-1-12) or 254.6787 ha.The correct area should be 11,444.6787 ha.It |

| | |
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| | <p>will therefore be necessary to register a Certificate of Alteration to correct this error.</p> <p>(2)Folio 297 on File p23 A letter sent to the lessee dated 10 February 1987 refers to the provision of legal access to Lake Benmore through the lease and adjoining Freehold . There is short gap where it passes through the freehold which should be linked up with the existing legal road (See plan under folio 291).No action appears to have been taken on this matter.</p> |
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License to occupy Crown Lands for Pastoral Purposes.

Whereas DONALD BURNETT

of Hakataramea, Farmer

has acquired, under the provisions of the Land Act, 1924, a License to occupy for Pastoral Purposes all that area of Crown lands containing by estimation Twenty nine thousand one hundred and seventy five (29,175) acres, more or less, and being Run number 67, Blocks V.VI.VII.VIII.IX.X.XI.XIII.XIV.XV. Hewlings and I and II Gibson Survey Districts

situate in the County of Waimate, in the Land District of Canterbury, New Zealand

as the same is delineated on the plan in the District Lands and Survey Office, Christchurch

shown in the margin hereof, and has paid the sum of Three hundred and fifty pounds

(£ 350. 0. 0), being the first half-year's rent in advance for such Run: The said

Donald Burnett is hereby licensed to occupy the said land for

pastoral purposes for the term of thirty-five (35) years, to be computed from the first day of March 1928, subject to all the provisions and conditions of the Land Act, 1924, so far as applicable hereto, and subject also to the payment of

annual rent of Seven hundred, pounds

(£ 700. 0. 0), in equal parts, half-yearly in advance, on the first day of March and the first day of September each and every year, payment for the first half-year's rent having already been made, and the next of such half-year

payments to be made on the first day of September, 1928.

Subject also to the conditions following, viz. :-

- (1.) That if the licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or shall give or cause to be given or taken any negotiable security for the purpose of defeating or evading the provisions of, or shall in any way whatsoever directly or indirectly commit or be privy to a fraud upon, the Land Act, 1924, this license shall be liable to be forfeited and revoked;
- (2.) That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 260 of the Land Act, 1924;
- (3.) That the licensee shall prevent the growth or spread of gorse, broom, and sweetbrier on the land comprised in this license, and shall with all reasonable speed remove or cause to be removed all gorse, sweetbrier, broom, other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands;
- (4.) That the licensee shall not burn any tussock on the land comprised in this license, or permit any tussock thereon to be burned save with the prior consent in writing of the Land Board of the Canterbury Land District; and
- (5.) That the licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.

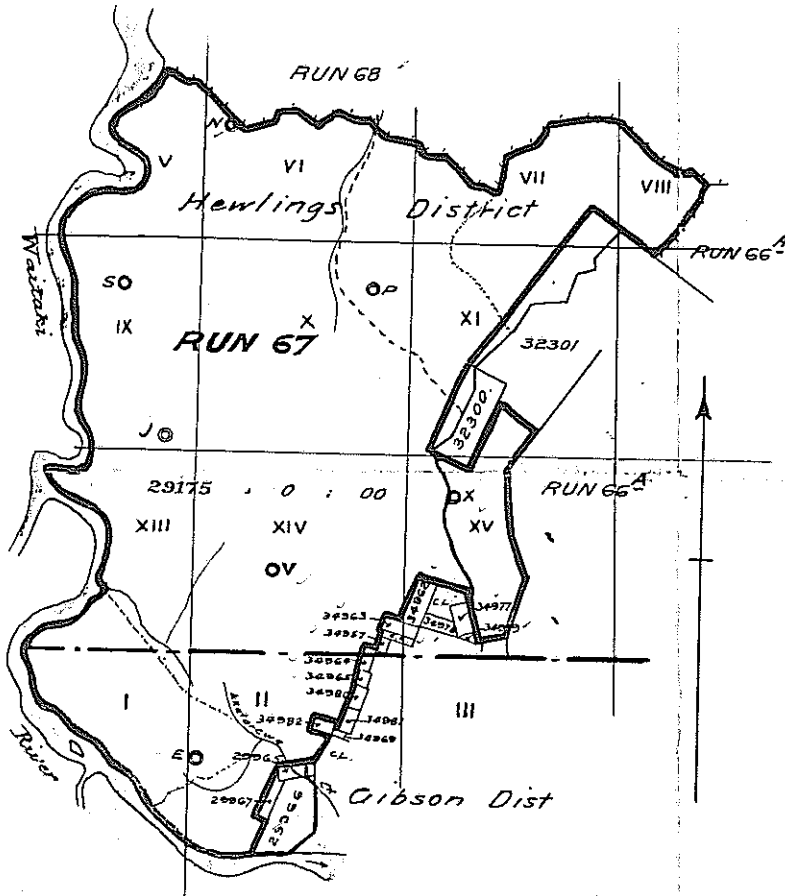
Subject also to the conditions on the back hereof.

And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act, 1924, and the provisions of that Act applicable to such licenses shall apply hereto as fully and effectually as if the same had been set out herein at length.

In witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the Canterbury

Land District, hath hereunto set his hand, this First day of March 1928.

W. Stewart
Commissioner of Crown Lands



Scale: 2 Miles = 1 inch.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

KNIGHT FRANK (NZ) LIMITED

Appendix A

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| Status | Crown Land subject to the Land Act 1948. |
| Instrument of lease | All CIR CB 529/23 pursuant to Section 66 as registered under Section 83 Land Act 1948 |
| Encumbrances | -A8410.1-Land Improvement Agreement pursuant to Section30A Soil Conservation and Rivers Control Act 1941. - Subject to Part IVA Conservation Act 1987 upon disposition. |
| Mineral Ownership | Minerals will remain with the Crown as the land has never been alienated since its acquisition for settlement purposes from the former Maori owners under the Kemp Purchase 1848. |
| Statute | Land Act 1948 & Crown Pastoral Land Act 1998. |

| | |
|---------------------------------|------------------|
| Data Correct as at | 5 November 2001. |
| [Certification Attached] | Yes |

| | |
|-------------------------------|------------------------------------------------------------------------------------------------------|
| Prepared by | Murray Bradley  |
| Crown Accredited Agent | Knight Frank (NZ) Limited |

KNIGHT FRANK (NZ) LIMITED

Appendix B

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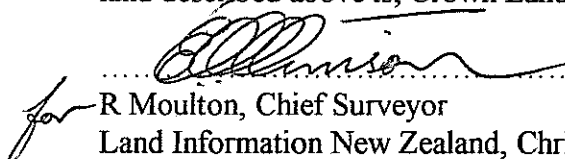
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| [Certification Attached] | Yes |

| | |
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| Prepared by | Murray Bradley  |
| Crown Accredited Agent | Knight Frank (NZ) Limited |

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 subject to the Land Act 1948.



E.H. Atkinson
Deputy C.S.
 Date 22/11/2001

R Moulton, Chief Surveyor
Land Information New Zealand, Christchurch

TE AKATARAWA RESEARCH - Property 1 of 6

| | |
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| Notes : This information does not affect the status of the land but was identified as possibly requiring further | (i) We note that the Certificate of Alteration(95130/1) redefining the area within the lease is incorrect as the redefinition was only for Part Run 67,(see SO Plan |
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| | |
|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6</p> | <p>14073).Therefore the area is incorrect as it does not include RS 39703,39704,39705 & 39706 , (See SO Plan 11243) (629-1-12) or 254.6787 ha.The correct area should be 11,444.6787 ha.It will therefore be necessary to register a Certificate of Alteration to correct this error.</p> <p>(ii) Folio 297 on File p23 A letter sent to the lessee dated 10 February 1987 refers to the provision of legal access to Lake Benmore through the lease and adjoining Freehold .There is short gap where it passes through the freehold which should be linked up with the existing legal road (See plan under folio 291).No action appears to have been taken on this matter.</p> |
|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|--------------------------------------------|------------------|
| LAND STATUS REPORT for TE AKATARAWA | [LIPS ref.12863] |
| Property 1 of 6 | |

Research Data: Some Items may be not applicable

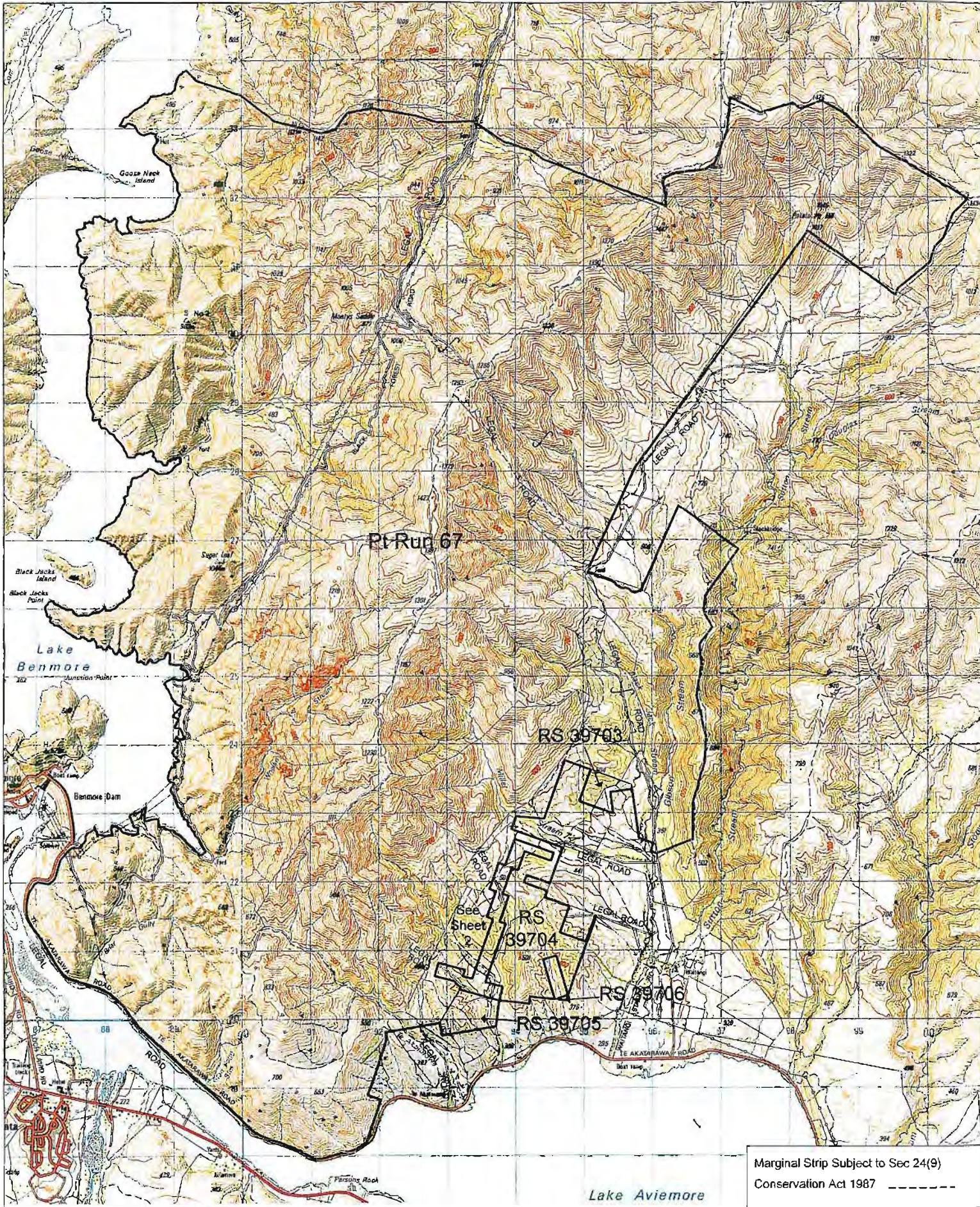
| | |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Property 1 of 6 | |
| SDI Print Obtained | Yes |
| NZMS 261 Ref | H39,H40,I39 & I 40 |
| Local Authority | Waimate District. |
| Crown Acquisition Map | Kemp Deed of Purchase. |
| SO Plan | SO 14073 (1976)- Defines Part Run 67 SO 11243(1969) – Defines RS 39703,39704,39705 & 39706. SO 10209 Defines area taken for Water Power Dev. SO 10210 Defines area taken for Water Power Dev. SO 10616 Defines area taken for road. SO 10627 Defines area taken for road. |
| Relevant Gazette Notices | Proc 710312 (1967 p 701) Proc 710313 (1967 p 702) Proc 710314 (1967 p 701) |
| CT Ref / Lease Ref | CB 529/23. |
| Legalisation Cards | SO 10209 - Action Completed. SO 10210 No Legalisation Card. SO 10616 " SO 10627 " SO 11243 " SO 14073 " |
| CLR | N/A |
| Allocation Maps (if applicable) | No allocations(SOE,DOC or UCL)affect the Pastoral Lease on Sheets H39,H40,I39 & I40 |
| VNZ Ref - if known | 25170 – 12500 |
| Crown Grant Maps | Hewlings & Gibson (1880) |
| If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference | a) Note : Both current lease and plan show no prior subject provision to Section 58 of the Land Act 1948. b) N/A c) SO 11243 and SO 14073. |

| | | | |
|--------------------------------------------|----------|-------------------------|----------|
| LAND STATUS REPORT for TE AKATARAWA | | <i>[LIPS ref.12863]</i> | |
| Property | 1 | of | 6 |

Research – continued

| | | | | |
|---------------------------------------------------------------------------|---|----|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Property | 1 | Of | 6 | |
| If Crown land - Check Irrigation Maps. | | | | N/A |
| Mining Maps | | | | No Mining Interests are recorded within the lease in the National Mining Index. |
| If Road | | | | |
| a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 | | | | a) Crown Grant and Section 110A Public Works Act 1928. |
| b) By Proc | | | | b) Proc 710313 (SO 10616 * 10627) |
| c) Plan no : | | | | c) Topo 25T(Photogram Plots S117 & S 109, SO 10616 SO 10627,SO 1811 SO 3051SO 2718 |
| Other Relevant Information | | | | |
| a) Concessions - Advice from DOC or Knight Frank. | | | | a)There is no Conservation Land within the Pastoral Lease boundaries.However the Waitangi Retirement Area adjoins the north eastern boundary.It has not been formally transferred to the Dept of Conservation as yet .As it is not gazetted as public conservation land it will not have any concessions issued over it. |
| b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998. | | | | b) The Pastoral Lease adjoins the Statutory Acknowledgement Area Te Aro Marama (Lake Benmore) (MD 130-SO 19857) Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998 |
| c) Mineral Ownership | | | | c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the Kemp Purchase(1848). |
| d) Other Information | | | | Contained in (provide evidence): Run 67 PR 466(1928) is the earliest lease available in the Land Transfer Office after Canterbury Gazette 1867 page 157 ,confirmation of Runs under the Canterbury Land Regulations. d) (1). We note that the Certificate of Alteration(95130/1) redefining the area within the lease is incorrect as the redefinition was only for Part Run 67,(see SO Plan 14073).Therefore the area is incorrect as it does not include RS 39703,39704,39705 & 39706 , (See SO Plan 11243) (629-1-12) or 254.6787 ha.The correct area should be 11,444.6787 ha.It |

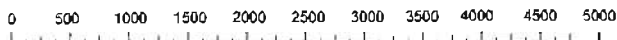
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| | <p>will therefore be necessary to register a Certificate of Alteration to correct this error.</p> <p>(2)Folio 297 on File p23 A letter sent to the lessee dated 10 February 1987 refers to the provision of legal access to Lake Benmore through the lease and adjoining Freehold .There is short gap where it passes through the freehold which should be linked up with the existing legal road (See plan under folio 291).No action appears to have been taken on this matter.</p> |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



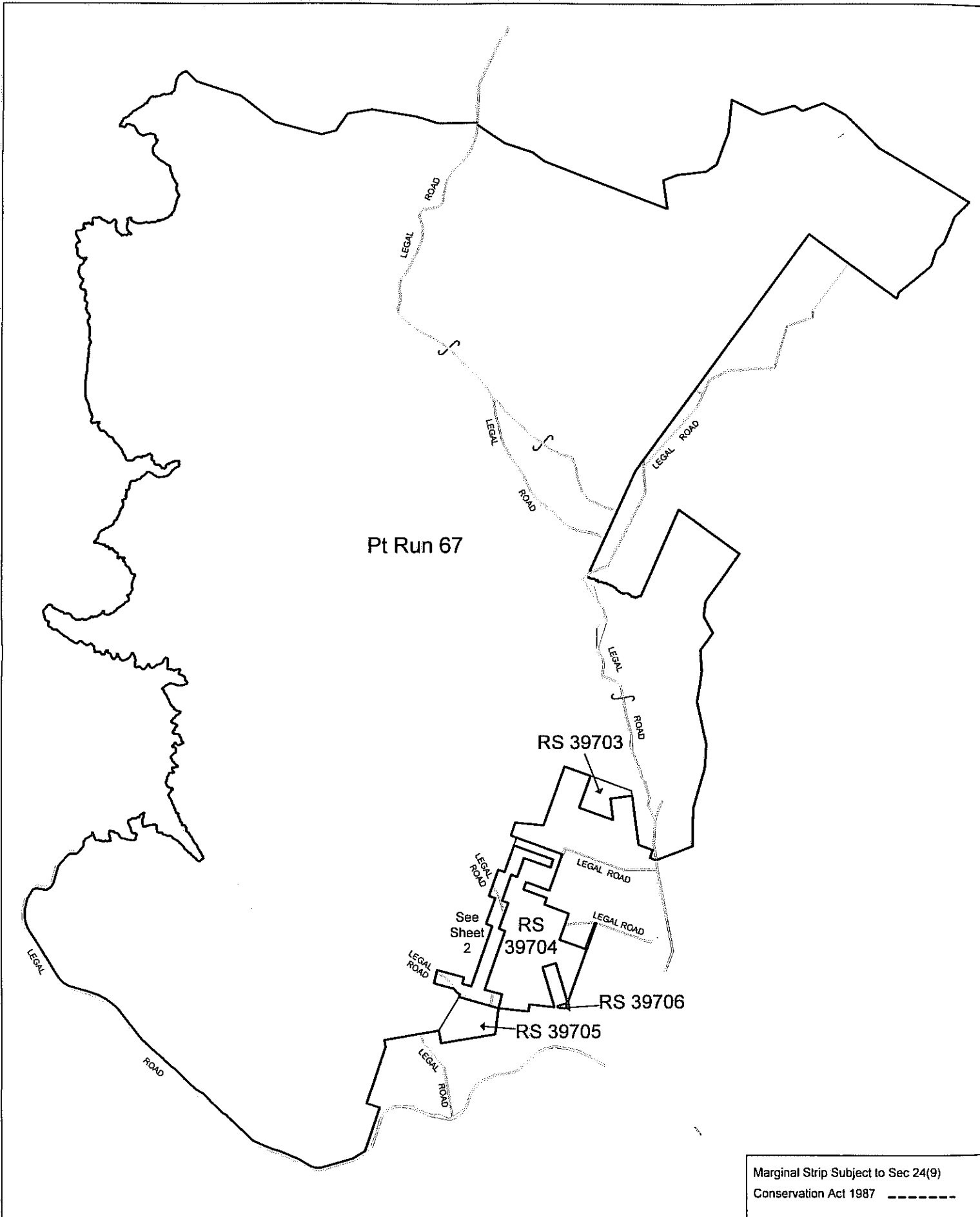
Marginal Strip Subject to Sec 24(9)
Conservation Act 1987

Te Akatarawa

Scale 1:50000

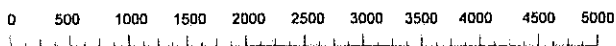


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|----------------------------------------------------|---|---|---|---|--------------|
| Version | 1 | 2 | 3 | 4 | 5 |
| Canterbury Land District | | | | | Sheet 1 of 2 |
| Topographic Map 260 - H39/40, I39/40 Date 22/11/01 | | | | | |



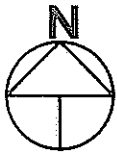
Te Akatarawa

Scale 1:50000



PO Box 13-343
Christchurch
Ph: 03 379 9901

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|----------------------------------------------------|---|---|---|---|--------------|
| Version | 1 | 2 | 3 | 4 | 5 |
| Canterbury Land District | | | | | Sheet 1 of 2 |
| Topographic Map 260 - H39/40, I39/40 Date 22/11/01 | | | | | |



Pt Run 67

RS 39703

RS 34956
4.8562 ha
(See Report 2 of 6)

RS 34957
8.0937 ha
(See Report 2 of 6)

RS 34964
7.5549 ha
(See Report 3 of 6)

RS 34965
7.6434 ha
(See Report 3 of 6)

(See Report 4 of 6)

RS 34982
7.3342 ha
(See Report 4 of 6)

RS 34980
8.0937 ha
(See Report 4 of 6)

RS 34981
10.2764 ha
(See Report 4 of 6)

Pt RS 34983
1.3001 ha
(See Report 5 of 6)

RS 34969
7.6966 ha
(See Report 6 of 6)

(See Report 6 of 6)

RS 34968
12.0823 ha
(See Report 6 of 6)

Pt Run 67

RS 39705

Pt RS 34983
2.3421 ha
(See Report 4 of 6)

RS 39706

LEGAL ROAD

LEGAL ROAD

LEGAL ROAD

LEGAL ROAD

LEGAL ROAD

WAITANGI STATION ROAD

AKATARAWA

TE

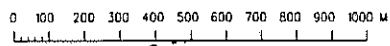
ROAD

Marginal Strip Subject to Sec 24(9)
Conservation Act 1987



Te Akatarawa

Scale 1:15000



| | | | | | |
|----------------------------------------------------|--------------|---|---|---|---|
| Version | 1 | 2 | 3 | 4 | 5 |
| Canterbury Land District | Sheet 2 of 2 | | | | |
| Topographic Map 260 - H39/40, I39/40 Date 22/11/01 | | | | | |



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



Search Copy

Identifier CB529/23
Land Registration District Canterbury
Date Registered 28 February 1953 02:50 pm

| | | | |
|-------------|----------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------|
| Type | Lease under s83 Land Act 1948 | | |
| Area | 11190.0000 hectares more or less | Term | Thirty three years commencing on the first day of July 1952 and renewed for a further 33 years commencing on 1.7.1985 |

Legal Description Part Run 67, Rural Section 39703, Rural Section 39704, Rural Section 39705 and Rural Section 39706

Proprietors

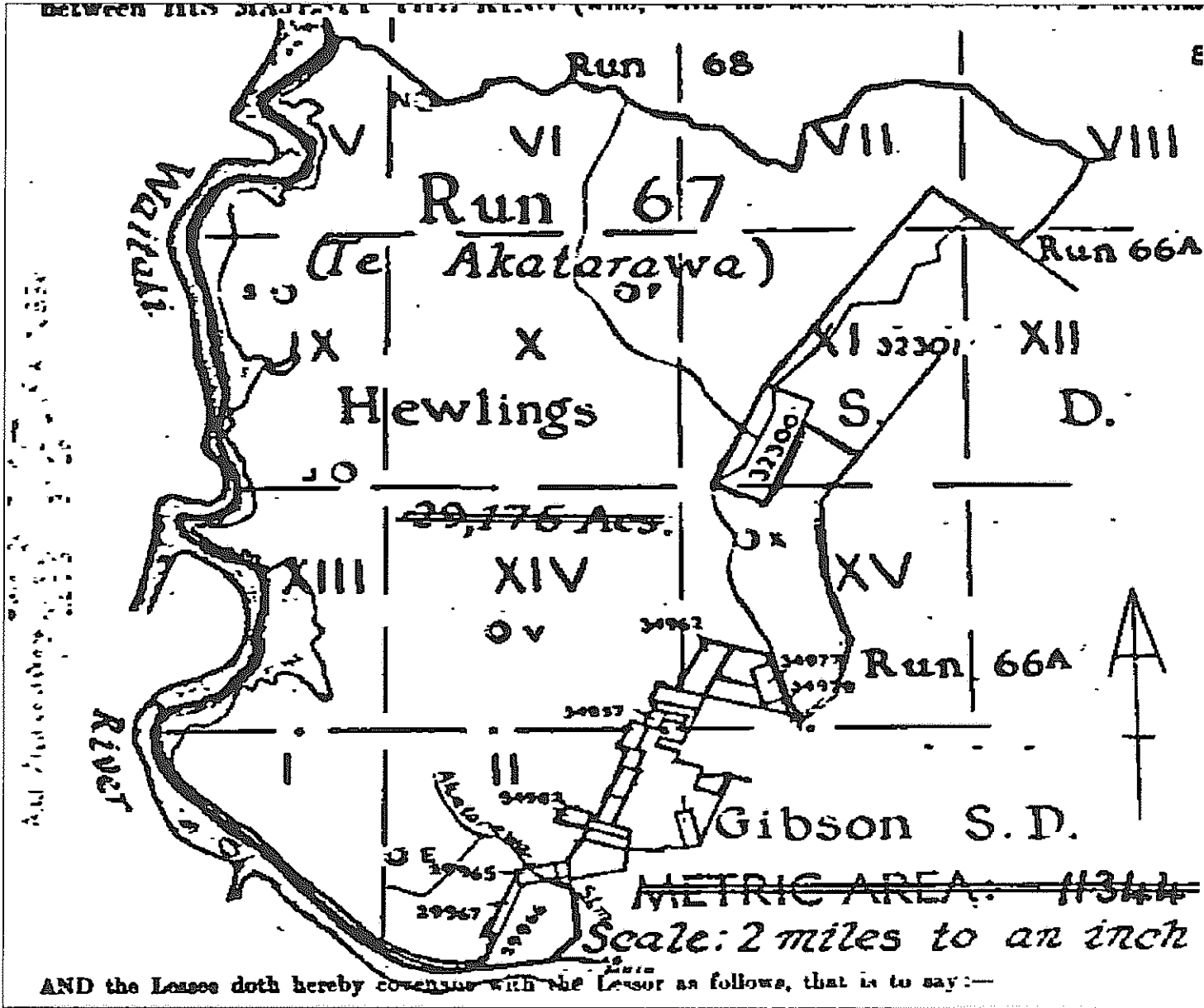
Elizabeth Jane Graham, Leslie Arthur Green and Cook Allan Gibson Trustee Company Limited as to a 1/3 share
Frederick Ivon Graham and Cook Allan Gibson Trustee Company Limited as to a 1/3 share
Elizabeth Jane Graham and Cook Allan Gibson Trustee Company Limited as to a 1/3 share

Interests

768369 Certificate of Alteration increasing the annual rent to \$700 as from 1.7.1969 - 20.6.1969 at 9.02 am
757369.1 Certificate renewing the term of the within Lease for a term of 33 years commencing on 1.7.1985 and varying the terms therein - 8.8.1988 at 10.15 am
A8410.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 7.8.1992 at 11.03 am
A360741.3 Mortgage to ASB Bank Limited - 16.7.1998 at 2.40 pm
5038409.3 Mortgage to ASB Bank Limited - 2.5.2001 at 9:00 am

Identifier

CB529/23



AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:—



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



Historical Search Copy

R. W. Muir
Registrar-General
of Land

Identifier CB529/23
Land Registration District Canterbury
Date Registered 28 February 1953 02:50 pm

| | | | |
|--------------------------|----------------------------------------------------------------------------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------|
| Type | Lease under s83 Land Act 1948 | | |
| Area | 11190.0000 hectares more or less | Term | Thirty three years commencing on the first day of July 1952 and renewed for a further 33 years commencing on 1.7.1985 |
| Legal Description | Part Run 67, Rural Section 39703, Rural Section 39704, Rural Section 39705 and Rural Section 39706 | | |

Original Proprietors

Elizabeth Jane Graham, Leslie Arthur Green and Colin John Doherty as to a 1/3 share
Elizabeth Jane Graham as to a 1/4 share
Frederick Ivon Graham as to a 5/12 share

Interests

768369 Certificate of Alteration increasing the annual rent to \$700 as from 1.7.1969 - 20.6.1969 at 9.02 am
757369.1 Certificate renewing the term of the within Lease for a term of 33 years commencing on 1.7.1985 and varying the terms therein - 8.8.1988 at 10.15 am
A8410.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 7.8.1992 at 11.03 am
A360741.3 Mortgage to ASB Bank Limited - 16.7.1998 at 2.40 pm
5038409.1 Transfer of the 1/3 share of Elizabeth Jane Graham, Leslie Arthur Green and Colin John Doherty to Elizabeth Jane Graham, Leslie Arthur Green and Cook Allan Gibson Trustee Company Limited - 2.5.2001 at 9:00 am
5038409.2 Transfer of the 5/12 share of Frederick Ivon Graham and the 1/4 share of Elizabeth Jane Graham to Frederick Ivon Graham and Cook Allan Gibson Trustee Company Limited (1/2 share) and Elizabeth Jane Graham and Cook Allan Gibson Trustee Company Limited (1/2 share) - 2.5.2001 at 9:00 am
5038409.3 Mortgage to ASB Bank Limited - 2.5.2001 at 9:00 am

Issued as a Renewal of (as in Exchange for) Lease Pastoral Licence No. 539.

NEW ZEALAND

Entered in the Register-book, Vol. 529 fol. 23

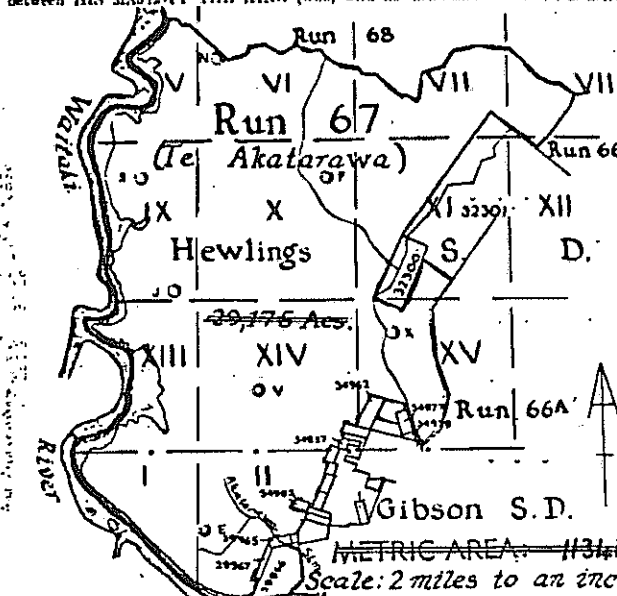
CANTERBURY LAND DISTRICT



1952 at ...
Land Registrar.

Pastoral Lease of Pastoral Land under the Land Act, 1948 No. P.23.

This Deed, made the first day of March, one thousand nine hundred and fifty-two between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and WILLIAM JAMES WHAIANUI of Huron, in the Dominion of New Zealand, hereinafter referred to as "the Lessee", of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All that piece or parcel of land containing by admeasurement 29,175 acres



situated in the Land District of Canterbury, and being Run 67 (Te Akatarawa) situated in Hewlings and Gibson Survey Districts (hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and fifty-two together with the period between the date of this lease and the aforesaid first day of July 1952 Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Canterbury the clear annual rent of Three hundred and fifty-five pounds (£ 355. 0. 0) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) by a deposit of (£) (the receipt of which sum is hereby acknowledged) and thereafter by half-yearly instalments of (£) pounds shillings pence (£ : :) on the 1st day of January and the 1st day of July in each year in the same manner as aforesaid.

Amended 24 4 92
11,190,000 ha
Area Reduced to 11500 ha
Certificate 93130/1

- AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-
1. THAT the Lessee will fully and punctually pay the rent herebefore reserved at the times and in the manner herebefore named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
 2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
 3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
 4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
 5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Canterbury (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1923.
 6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1923.
 7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
 8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
 9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter 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 premiums 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 premium becomes payable, the receipt for that premium.
 10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of 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 otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
 11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1923, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, 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 consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
 12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
 13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

- AND it is hereby agreed and declared by and between the Lessor and the Lessee:-
- (a) THAT the Lessee shall have the exclusive right of pasture over the said land, but shall have no right to the soil.
 - (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within the limits of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any dwelling-house: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
 - (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

Image Quality due to Condition of Original

529/23

- (k) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
 - (l) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,
 - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning brush or scrub and sow the land so cleared in grass;
 - (v) Surface sow in grass any portion of the said land;
- Provided that the Lessee 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 grasses to the satisfaction of the Commissioner.
- oo
See
below
- (m) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed sheep on a basis of one acre for a dry sheep and one and a half for breeding ewes.
 - (n) THAT if the Lessee 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 satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 116 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
 - (o) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.
 - (p) THAT in the event of a dam being constructed across the Waitaki River during the term of the lease, the lessee and be entitled to compensation for loss of area, but the rent shall be reviewed if the area lost is considerable.

Improvements Hereunto to the Crown and the Depasture of the Lessee

(q) THAT pursuant to Section 8 of the Coal Mines Amendment Act, 1950, this lease is subject to the reservation to the of all coal existing on or under the surface of the land; and subject also to the reservation to the lessor of the to grant coal mining rights over the land under Part I of the Coal Mines Act, 1925.

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

Canterbury

on behalf of the Lessor, hath hereunto set his hand, and these presents have also been executed by the said Lessee.

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

Witness: R. V. Day
Occupation: Land Office Clerk
Address: Christchurch

[Signature]
Asst. Commissioner of Crown Lands.

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

Witness: L. J. Park
Occupation: Postmaster
Address: Kuraui

[Signature]
Lessee.

(r) THAT the lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked, so long as the number of sheep depastured on the said land does not exceed 7570 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafore reserved) but the Commissioner may by notice in writing permit the lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

Electricity agreement 494509
section 8 of the Electricity Act 1948 and its amendment
9/12/1958 at 2.54 pm.

703104 Compensation pursuant to Section 19 of the Works Amendment Act 1948 - 1969 at 9.15 am.

No 710312 Proclamation declaring parts of the within land (223 acres 3 roods 10 perches) to be taken for the Development of Water Power - 8.5.1967 at 1.30 pm.

No 710313 Proclamation declaring part of the within land (53 acres 2 roods 15.5 perches) to be taken for 8.5.1967 at 1.30 pm.

No 710314 Proclamation declaring part of the within land (1446 acres) to be taken for the Development of Water Power - 8.5.1967 at 1.30 pm.

Certificate 733191 showing annual rent of within land is now \$670 as from 2.4.1967 - 19.3.1968 at 11.00 am.

No 768369 Certificate of Alteration in area of the within lease by 629.110 to 28031.3r 26.5r by the incorporation of Rural Sections 39703 39704 39705 39706 and increasing the annual rent to \$700 as from 1.7.1969 - 20.6.1969 at 9.2a

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952.

[Signature] A.L.R.

No.95130/1 Certificate of Alteration whereby the area of the within Lease is ~~reduced~~ to 11.190.0 hectares - 26.8.1976 at 9.04 a.m.

Transfer 144805/1 to Alistair Kinnaird Campbell of Fairlie, Sheepfarmer 24.8.1977 at 1.59 pm.

Mortgage 144805/2 to William James Thalan - 24.8.1977 at 1.59 pm.

Variation of Mortgage 144805/2 - 24.8.1977 at 1.59 pm.

Variation of Mortgage 144805/2 - 2.5.1978 at 11.44 a.m.

[Handwritten signature]

for A.L.R.

~~Mortgage 175006/4 to Ian Kinnaird Campbell 2.5.1978 at 11.45 a.m.~~

error Ad.

[Handwritten signature]

for A.L.R.

Mortgage 175006/5 to Ian Kinnaird Campbell - 2.5.1978 at 11.45 a.m.

[Handwritten signature]

for A.L.R.

Mortgage 175006/3 to Bank of New Zealand - 2-5-1978 at 11.45a.m.

DISCHARGED
21/11/1985
M.J. Barstow

[Handwritten signature]

for A.L.R.

Mortgage 175006/4 to Ian Kinnaird Campbell - 2-5-1978 at 11.35a.m.

DISCHARGED
21/11/1985
M.J. Barstow

[Handwritten signature]

for A.L.R.

Mortgage 175006/5 to Ian Kinnaird Campbell - 2-5-1978 at 11.45a.m.

DISCHARGED
21/11/1985
M.J. Barstow

[Handwritten signature]

for A.L.R.

Transfer 219223/1 of part of Mortgage 175006/5 to Ngaire Doreen Campbell - 28.3.1979 at 9.04 a.m.

[Handwritten signature]

for A.L.R.

Mortgage 236899/1 to The Rural Banking and Finance Corporation - 30.7.1979 at 10.04 am.

DISCHARGED
21/11/1985
M.J. Barstow

[Handwritten signature]

for A.L.R.

No 236899/3 Memorandum of Priority making Mortgage 236899/1 second mortgage, Mortgage 175006/3 third mortgage, ~~Mortgage 175006/4~~ Mortgage 175006/4 fourth mortgage, Mortgage 175006/5 fifth mortgage - 30.7.1979 at 10.04 am.

[Handwritten signature]

for A.L.R.

Transfer 354673/9 to Elizabeth Jane Graham of Shannon, Married Woman, Leslie Arthur Green of Dunedin, Chartered Accountant and Colin John Doherty of Outram, Solicitor (as to a one-third share jointly inter se), to Edwin Walter John Powe of Waronui, Farmer (as to a one-sixth share) and to Frederick Ivon Graham of Shannon, Farmer (as to a one-half share) as tenants in common in the said shares - 12.11.1981 at 11.41 a.m.

[Handwritten signature]

for A.L.R.

Mortgage 354673/10 to L.J. Powell Solicitors Nominee Company Limited - 12.11.1981 at 11.41 a.m.

DISCHARGED
21/11/1985
M.J. Barstow

[Handwritten signature]

for A.L.R.

Transmission 552752/1 of the share of Edwin Walter John Powe to Ngaire Dickson Powe of Milton, Widow, Kenneth Philip Marslin of Milton, Retired Farmer, Don Borthwick Telford of Waiwera South, Farmer and Roger Norman Macassey of Dunedin, Solicitor As Executors - 25.6.1985 at 11.35a.m.

[Handwritten signature] A.L.R.

Transfer 552752/3 of their share acquired by Transmission 552752/1 Ngaire Dickson Powe, Kenneth Phillip Marslin, Don Borthwick Telford and Roger Norman Macassey to Elizabeth Jane Graham of Te Akatarawa, Married Woman - 25.6.1985 at 11.35a.m.

DISCHARGED
21/11/1985
M.J. Barstow

Mortgage 552752/4 to The National Mutual Life Association of Australasia Limited - 25.6.1985 at 11.35a.m.

DISCHARGED
21/11/1985
M.J. Barstow

Mortgage 552752/5 to The Rural Banking and Finance Corporation - 25.6.1985 at 11.35a.m.

A.L.R.

No. 757369/1 Certificate renewing the term of the within Lease for a term of 33 years commencing on 1.7.1985 and varying the terms therein - 8.8.1988 at 10.15am

[Handwritten signature]

for A.L.R.

Mortgage 757369/3 to The Rural Banking and Finance Corporation of New Zealand - 8.8.1988 at 10.15am

DISCHARGED
21/11/1985
M.J. Barstow

for A.L.R.

No. 757369/4 Memorandum of Priority making Mortgages 757369/3 and 552752/5 first and second mortgages respectively - 8.8.1988 at 10.15am

[Handwritten signature]

for A.L.R.

Mortgage 961117/2 to The Rural Banking and Finance Corporation Limited - 22.10.1991 at 10.15am

DISCHARGED
21/11/1985
M.J. Barstow

A.L.R.

Transfer 978534/1 a one-sixth share of his share Frederick Ivon Graham to Elizabeth Jane Graham of Te Akatarawa, Farmer - 18.2.1992 at 9.15am

A.L.R.


No. A8410/1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 7.8.1992 at 11.03am

[Handwritten signature]

A.L.R.

A360741.3 Mortgage to ASB Bank Limited - 16.7.1998 at 2.40

[Handwritten signature] for DLR


License to occupy CROWN **Lands for Pastoral Purposes.**
 ISSUED IN TERMS OF SECTION 277 OF THE LAND ACT 1924.

Whereas DONALD BURNETT

Sheepfarmer, of Hakataramea

has acquired, under the provisions of the Land Act, 1924, a License to occupy for Pastoral purposes all that area of Crown estimation Twenty nine thousand one hundred and seventy five (29,175) acres more or less, and being Run number 67 "Te A"

Blocks V to XV Hewlings Survey District and Blocks I and II Gibson Survey District

situate in the County of Waimate

in the Land District of Canterbury

same is delineated on the plan in the District Lands and Survey Office,

Christchurch

as shown in the margin hereof,

of Donald Burnett (hereinafter referred to as "the Licensee")

is hereby licensed

land for pastoral purposes for the term of Ten (10) years, to be computed from the first day of March, 1942,* subject to all the

of the Land Act, 1924, so far as applicable hereto, and subject also to the payment of an annual rent of Three hundred and eighty pounds

rent for the broken period 15/3/1941 to 28/2/1942 amounting to £366.19.9 is due and payable on the 1st day

in each and every year, payment for the first half year not having already been made, and the next of such half-yearly payments to be made on the first day of March

Subject also to the conditions following, viz.:-

- (1) That if the licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or be given or taken any negotiable security for the purpose of defeating or evading the provisions of, or shall in any way whatsoever directly or indirectly be privy to a fraud upon, the Land Act, 1924, this license shall be liable to be forfeited and revoked;
- (2) That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license;
- (3) That the licensee shall prevent the growth or spread of gorse, broom, hawthorn, blackberry, and sweetbrier on the land comprised in this license; reasonable speed remove or cause to be removed all gorse, sweetbrier, broom, hawthorn, blackberry, or other noxious weeds or plants, as may be determined by the Commissioner of Crown Lands;
- (4) That the licensee shall not burn any tussock on the land comprised in this license, or permit any tussock thereon to be burned, save with the prior sanction of the Land Board of the Canterbury Land District; and then only during the months of July, August, and September in each year; and an officer appointed by him to inspect the ground; and in addition for the period 15th March 1941 to 28th March 1942 to the satisfaction of any officers of the Government free rights of access over any portion of the Run for the purpose
- (5) That the licensee shall during the last eighteen months of the term allow to selectors or other persons entitled to do so by the Commissioner free and unrestricted rights of access over any portion of the Run for the purpose of the country.
- (6) That the licensee shall at his own cost in all things maintain in thorough and efficient repair any fence that may bound or intersect the Run.

And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act, 1924, and the provisions of this Act, and such licenses shall apply hereto as fully and effectually as if the same had been set out herein at length.

In witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the Canterbury Land District, hath hereunto set his hand and seal this Twelfth day of March, 1941.

Witness to the signature of the Commissioner of Crown Lands—

Witness: E. H. Kinsley

Occupation: Overseer

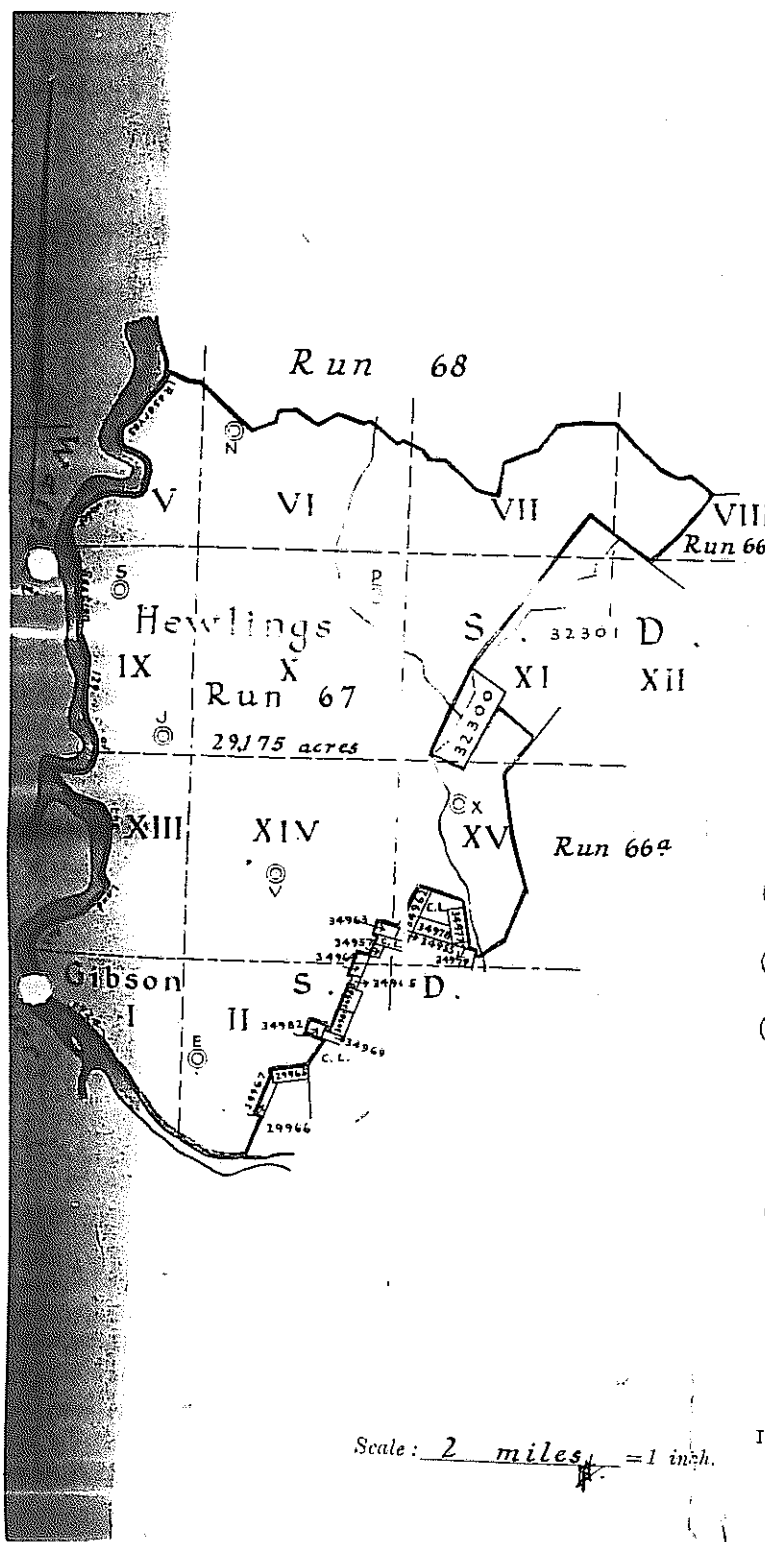
Address: Kaitiaki Street Christchurch

A. C. Kinsley
 Commissioner of Crown Lands.

I, Donald Burnett, the above-named licensee, hereby accept this license on the terms and conditions specified in the

Witness to the signature of the Licensee—

Witness: M. Walker



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to the satisfaction of the Commissioner. The trees planted shall be securely fenced in with a rabbit and stock proof fence; all failures or losses shall be from time to time replanted as may be found necessary: and the plantations shall be protected trimmed and maintained during the term of the license to the satisfaction of the Commissioner.

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D HUSBANDRY CLAUSE

That the licensee shall exercise due care in the stocking of the land comprised in this license and in particular shall not overstock.

That for the purpose of this clause it is hereby mutually agreed between the Commissioner of Crown Lands and the Licensee that a reasonable winter stock carrying capacity of the land comprised in this license is 7,000 sheep on a basis of a count of one for dry sheep and a count of one and a half for breeding ewes. During the period of five (5) years while the "wether block" is being spalled the total stock depasturing on the Run is limited to 5,800 sheep on the basis of a count of one and a half for each ewe and a count of one for each dry sheep.

That the Licensee shall not during the winter months depasture more than the aforesaid number of sheep on the lands comprised in this license unless the prior consent of the Canterbury Land Board shall have been obtained.

That the licensee shall at all times exercise good husbandry in the conduct of grazing the land comprised in this license to the effect that the aforesaid winter carrying capacity shall be maintained and that the soil fertility and plant cover shall not be injuriously affected.

WITHSTANDING anything to the contrary contained herein emission of £130 rent per annum will be granted over a period of five (5) years from the 1st March 1942 provided that approximately 14,000 acres known as "the wether block" completely spelled during the period, and provided that total stock is limited as provided in Clause (b) of said Husbandry Conditions.

PASTURAGE LICENSE

DONALD BURNETT

to

CHRISTCHURCH

at

COMMISSIONER OF CROWN LANDS

THE

Dated 12th March 1942.

DB

TRANSFER of the within License DONALD BURNETT to LIAM JAMES WHALAN of Kurow, Sheepfarmer, approved by the Canterbury Land Board, 14th July, 1942, and recorded this 18th day of July, 1942.

R. G. Newington
.....
Commissioner of Crown Lands.

RELEASE of the within License WILLIAM JAMES WHALAN of Kurow, Sheepfarmer, approved by the Canterbury Land Board, 14th July, 1942, and recorded this 18th day of July, 1942.

DISCHARGED

R. G. Newington
.....
Commissioner of Crown Lands

Patrol License 529/23

Genl Secy

6. That the licensee shall on receipt of due notice upon that behalf, allow to any legal holder of a license to stalk deer within the district in which the run lies, free and unrestricted rights of ingress, egress and regress upon and over any portion of the run upon which deer range, for the purpose of stalking deer.
7. That the licensee shall at all times allow to the Commissioner or any person authorised by him, or any other officers of the Government, free rights of access over any portion of the run for the purpose of carrying out their respective duties.
8. That the licensee shall during the last eighteen months of the term, allow to selectors or other persons authorised by the Commissioner, free and unrestricted rights of access over any portion of the run for the purpose of examining the country.
9. That the licensee shall during the second and every succeeding year of his license, plant with suitable trees to the satisfaction of the Commissioner, an area of at least one acre upon some part of his run. The number of trees so planted upon every acre shall be at least 1,000. The areas planted shall be securely fenced in with a rabbit and stock-proof fence; all failure or losses shall from time to time be replanted as may be found necessary; and the plantations shall be protected, trimmed and maintained during the term of the license to the satisfaction of the Commissioner.
10. That the licensee shall, at his own cost in all things, maintain in thorough and efficient repair any rabbit-proof fence that may bound or intersect the run.

Donald Burnett

PASTURAGE LICENSE.

DONALD BURNETT

TO

CHRISTCHURCH

AT

COMMISSIONER OF CROWN LANDS

THE

Dated 1st March, 19 28.



PLAN OF RUN No. 67

PR 539.

No. 466.

License to occupy Crown Lands for Pastoral Purposes.

Whereas DONALD BURNETT

of Hakataramea, Farmer

has acquired, under the provisions of the Land Act, 1924, a License to occupy for Pastoral Purposes all that area of Crown lands containing by estimation Twenty nine thousand one hundred and seventy five (29,175) acres, more or less, and being Run number 67, Blocks V.VI.VII.VIII.IX.X.XI.XIII.XIV.XV. Hewlings and I and II Gibson Survey Districts

situate in the County of Waimate, in the Land District of Canterbury, New Zealand, as the same is delineated on the plan in the District Lands and Survey Office, Christchurch

shown in the margin hereof, and has paid the sum of Three hundred and fifty pounds (£ 350. 0. 0), being the first half-year's rent in advance for such Run: The said Donald Burnett

is hereby licensed to occupy the said land for pastoral purposes for the term of thirty-five (35) years, to be computed from the first day of March 1928, subject to all the provisions and conditions of the Land Act, 1924, so far as applicable hereto, and subject also to the payment of an annual rent of Seven hundred pounds (£ 700. 0. 0), in equal parts, half-yearly in advance, on the first day of March and the first day of September each and every year, payment for the first half-year's rent having already been made, and the next of such half-yearly payments to be made on the first day of September, 1928.

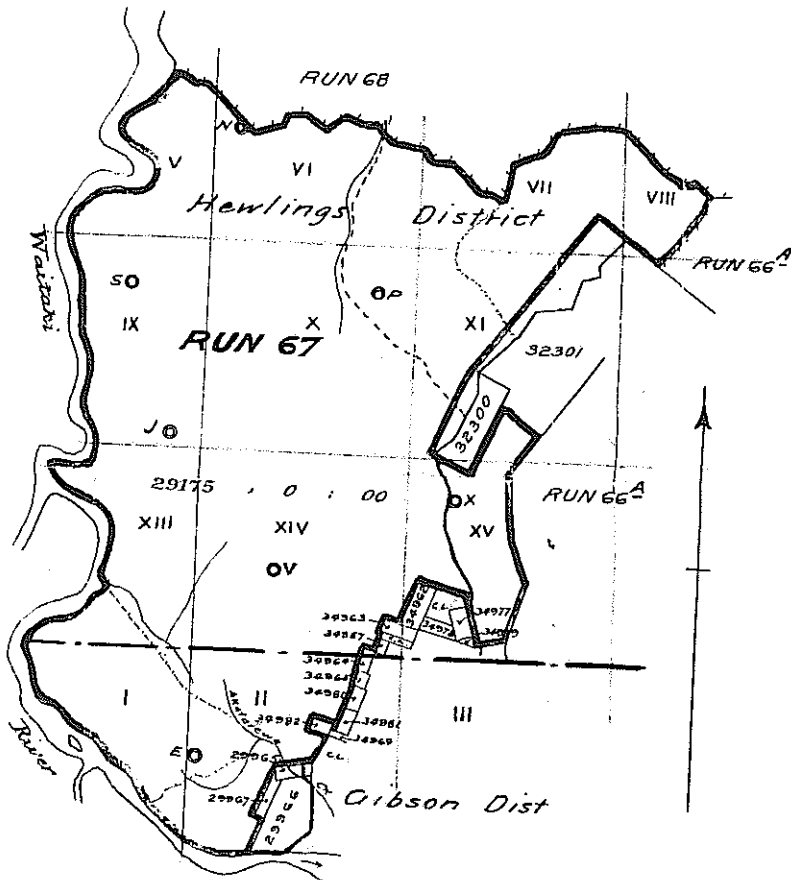
Subject also to the conditions following, viz. :-

- (1.) That if the licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or shall give or cause to be given or taken any negotiable security for the purpose of defeating or evading the provisions of, or shall in any way whatsoever directly or indirectly commit or be privy to a fraud upon, the Land Act, 1924, this license shall be liable to be forfeited and revoked;
- (2.) That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 260 of the Land Act, 1924;
- (3.) That the licensee shall prevent the growth or spread of gorse, broom, and sweetbrier on the land comprised in this license, and shall with all reasonable speed remove or cause to be removed all gorse, sweetbrier, broom, or other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands;
- (4.) That the licensee shall not burn any tussock on the land comprised in this license, or permit any tussock thereon to be burned save with the prior consent in writing of the Land Board of the Canterbury Land District; and
- (5.) That the licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.

Subject also to the conditions on the back hereof.

And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act, 1924, and the provisions of that Act applicable to such licenses shall apply hereto as fully and effectually as if the same had been set out herein at length.

In witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the Canterbury



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Whereas DONALD BURNETT

of Hakataramea, Farmer

has acquired, under the provisions of the Land Act, 1924, a License to occupy for Pastoral Purposes All that area
of Crown lands containing by estimation Twenty nine thousand one hundred and seventy five (29,175)
acres, more or less, and being Run number 67, Blocks V.VI.VII.VIII.IX.X.XI.XIII.XIV.XV.
Hewlings and I and II Gibson Survey Districts

situate in the County of Waimate, in the Land District of Canterbury, New Zealand,
as the same is delineated on the plan in the District Lands and Survey Office, Christchurch, as
shown in the margin hereof, and has paid the sum of Three hundred and fifty pounds
(£ 350. 0. 0), being the first half-year's rent in advance for such Run: The said

Donald Burnett is hereby licensed to occupy the said land for
pastoral purposes for the term of thirty-five (35) years, to be computed from the first day of March 1928, subject
to all the provisions and conditions of the Land Act, 1924, so far as applicable hereto, and subject also to the payment of an
annual rent of Seven hundred pounds
(£ 700. 0. 0), in equal parts, half-yearly in advance, on the first day of March and the first day of September in
each and every year, payment for the first half-year's rent having already been made, and the next of such half-yearly
payments to be made on the first day of September, 1928.

Subject also to the conditions following, viz.:-

- (1.) That if the licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or shall give or cause to be given or taken any negotiable security for the purpose of defeating or evading the provisions of, or shall in any way whatsoever directly or indirectly commit or be privy to a fraud upon, the Land Act, 1924, this license shall be liable to be forfeited and revoked;
- (2.) That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 260 of the Land Act, 1924;
- (3.) That the licensee shall prevent the growth or spread of gorse, broom, and sweetbrier on the land comprised in this license, and shall with all reasonable speed remove or cause to be removed all gorse, sweetbrier, broom, or other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands;
- (4.) That the licensee shall not burn any tussock on the land comprised in this license, or permit any tussock thereon to be burned save with the prior consent in writing of the Land Board of the Canterbury Land District; and
- (5.) That the licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.

Subject also to the conditions on the back hereof.

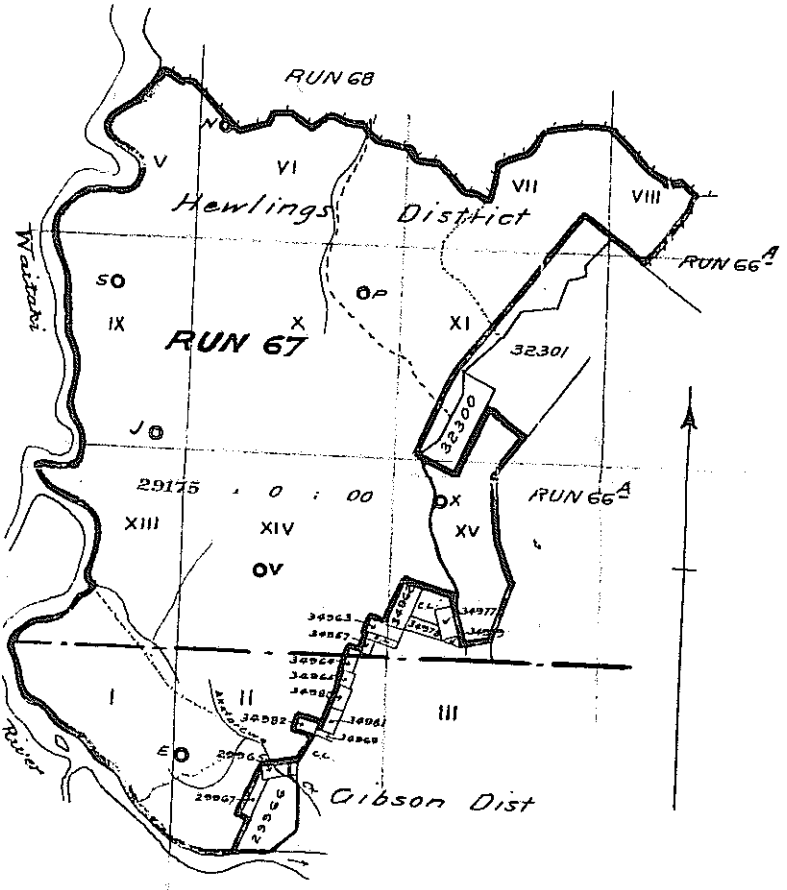
And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act, 1924, and the provisions of that Act applicable to such licenses shall apply hereto as fully and effectually as if the same had been set out herein at length.

In witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the Canterbury Land District, hath hereunto set his hand, this First day of March, 1928.

Commissioner of Crown Lands.

I, DONALD BURNETT, the above-named licensee, hereby accept this license on the terms and conditions specified therein.

Donald Burnett



Scale: 2 1/2 Miles = 1 inch.

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