

## **Crown Pastoral Land Tenure Review**

**Lease name : TWIN PEAKS**

**Lease number : PO 204**

### **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**

# PASTORAL LEASE LAND TENURE REVIEW

## DUE DILIGENCE

### TWIN PEAKS

**DUE DILIGENCE REPORT  
CROWN PASTORAL LAND PRE TENURE REVIEW ASSESSMENT STANDARD 6**

File Ref:	CON / 50272 / 09 / 12501 / A-ZNO	Report No:	Q V V 197	Report Date:	28 November, 2001
Accredited Supplier	ABERCROMBIE & ASSOCIATES LTD	LINZ Case No:		Date sent to LINZ	

**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 Management *[or other party]*;

Details of incomplete actions requiring completion by the CCPO or other party:

Nil action

Signed by Sub-contractor:



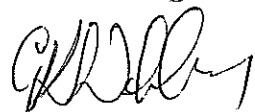
David J Abercrombie  
Nominated Person for Accredited Supplier

Signed by contractor:

Barry Dench  
Team Leader for Tenure Review  
Quotable Value [Valuations]

*Noted*  
Approved / ~~Declined~~

[pursuant to a delegation from the Commissioner of Crown Lands] by:



[ GRANT KASPER WEBLEY ]

Date of decision: 30 / 11 / 01

**1 Details of lease:**

**Lease name:** Twin Peaks

**Location:** Broken Hut Road, Omarama

**Lessee:** H L & J A Brown

**Tenure:** Pastoral Lease of pastoral land pursuant to the Land Act 1948.

**Term:** 33 years from 1 July 1958. The lease was renewed for a further 33 years as at 1 July 1991.

**Annual rent:** \$2700.00, per annum.

**Rental value:** \$180 000.00

**Date of next review:** 1 July 2002

**Land registry Folio Ref:** OT 386/94 [See copy at appendix 1]

**Legal description:** Run 201G, Situated in Ahuriri and Hawkdun Survey Districts, Otago Land District.

**Area:** 3532.9057 hectares.

**2 File Search**

**Files held by accredited supplier on behalf of LINZ:**

File reference	Volume	First folio number	Date	Last folio number	Date
P204	I	1	8/4/1915	154	18/10/1982
[Formerly SGR730, SGR 1160]					
Po/204-SDN-02	II	155	28/07/1983	237	08/06/1999
CON/50213/09/12501/A-ZNO	I	1	10/10/2000	8	24/08/2001

**Other relevant files held by LINZ**

File reference	Volume	First folio number	Date	Last folio number	Date
Nil sourced					

***Folios relating to uncompleted actions are:***

File reference	Volume	Folio number	Date
Nil action			

**3      *Summary of lease document***

**Terms of lease**

Lease number:	P 204
Commencement date:	1 July 1958
Renewal instrument number:	786690 <i>[See copy at appendix 2]</i>
Lease stock limits:	2750 sheep
Memorandum of Variation	Nil

**Area adjustments**

The area comprising the Marginal Strips have not been deducted from the area of land leased except through application of Part IV of the Conservation Act on renewal of the lease by 786690 [see also SO plan 1384 - *a copy of the plan is attached as appendix 3*].

**Registered interests**

<b>SUBSTANTIAL INTEREST</b>	<b>SUMMARY</b>
Land improvement agreement pursuant to Section 30A, Soil Conservation and Rivers Control Act 1941 [645952]	See comment below
Mortgage to National Bank of New Zealand Limited [735272.5]	Personal to lessee
Memorandum renewing term of lease for a further term of 33 years from 1 July 1991 and fixing rental for first eleven year rental period [786690]	In accordance with the provisions of the lease agreement - <i>see appendix 2.</i>
Variation of mortgage 735272.5 [884499]	Personal to lessee

**Unregistered interests**

<b>INTEREST</b>	<b>SUMMARY</b>
Recreation permits	There is no record on file of any recreation permits over the lease
Unsecured debts	None known

**4 Summarise any Government programmes approved for the lease:**

A Land Improvement Agreement exists pursuant to Section 30A, Soil Conservation and Rivers Control Act 1941 [645952 - *a copy of the instrument is attached as appendix 4*]. The agreement is in relation to works and land management practices to be carried out on the land concerned for the purposes of controlling stocking, undertaking fencing, applying silvicultural practices and for the conservation and protection of soil on the land. The agreement is between the lessee and [Now] Otago Regional Council and is for a term of thirty three years from 15 October 1985.

## 5 Summary of Land Status Report

The land the subject of this report is Crown Land subject to Pastoral Lease P 204 as certified by the Chief Surveyor, Dunedin.

*A copy of the certified land status report is appended as Schedule A.*

## 6 Review of topographical and cadastral data

Telecommunications facilities	Believed to be not applicable
Electricity transmission facilities	An overhead electricity transmission line exists at the northern portion of the leased land. Continued occupation of the land and ownership of the transmission facilities by the relevant electricity operator(s) would be pursuant to Section 3(5) of the Electricity Operators Act 1987.
Historic places	Nil identified.
Discrepancies between fenced and legal boundaries	No major discrepancies have been identified.
Formed Roads	The various roads and tracks do not follow a legal road.
Paper roads	Nil identified.
Marginal strips	There is a marginal strip along Omarama Stream pursuant to Section 24(9) & (F), Conservation Act 1987 upon lease renewal by memorandum 786690 [see SO 1384].
Other [specify]	Believed to be not applicable

*[See copy of cadastral and topographical plans at appendix 5]*

## 7 Details of any neighbouring Crown or conservation land

In a clockwise manner the Crown [including land of the crown] or conservation land adjoining/adjacent to the land the subject of this report is:

### Crown Land

SITUATION	STATUS
Within northern portion of leased land	Un-alienated crown land.

### Run 674

SITUATION	STATUS
Northern end of leased land	Pastoral lease as recorded in register volume OT386/146.

### Run 233E

SITUATION	STATUS
North eastern side	Pastoral lease as recorded in register volume OT386/142.

### Run 201E

SITUATION	STATUS
South eastern side	Pastoral lease as recorded in register volume OT386/86.

### Run 201A

SITUATION	STATUS
South western side	Pastoral lease as recorded in register volume OT338/47.

### Run 201B

SITUATION	STATUS
Western side	Pastoral lease as recorded in register volume OT386/94.



**8 Summarise any uncompleted actions or potential liabilities**

Your attention is drawn to the following:

Nil action.

**ATTACHMENTS**

- Schedule A land status report [excluding enclosures]
- Appendix 1 Register volume copies of pastoral lease
- Appendix 2 Memorandum of renewal of lease
- Appendix 3 Copy of SO plan 1384 [marginal strips]
- Appendix 4 Copies of relevant registered instruments [ie where not included as an appendix elsewhere]
  - Land improvement agreement [645952]
- Appendix 5 Cadastral and topographical plans of pastoral lease
- Appendix 6 File search summary
  - Copies of relevant supporting folios referenced in this due diligence report
  - Nil copies involved

# ABERCROMBIE AND ASSOCIATES LIMITED

PROPERTY MANAGERS AND CONSULTANTS

P O BOX 5056  
MORAY PLACE  
DUNEDIN

PHONE (03) 471 9496  
FACSIMILE (03) 471 9455  
EMAIL office@abercrombie.co.nz

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This report has been prepared on the instructions of Crown Property Management, Land Information New Zealand, and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

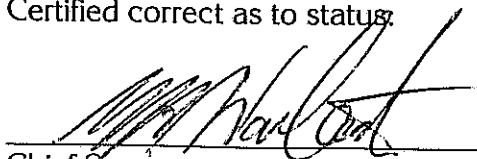
LAND STATUS REPORT		TWIN PEAKS P204		[LIPS Ref. 12501]
Property	1	of	1	

Land District	Otago
Legal Description	Run 201G, situated in Ahuriri and Hawkdun Survey Districts.
Area	3532.9057 hectares [by title & QVNZ].
Status	Crown Land subject to Pastoral Lease P 204.
Instrument of Lease	Reg Vol OT386/94 registered in Land Transfer Office but not under Land Transfer Act. Lease renewed by memorandum 786690.
Encumbrances	645952 - Land Improvement Agreement. Subject to Marginal Strip along Omarama Stream pursuant to Section 24(9) & (F), Conservation Act 1987 upon lease renewal by memorandum 786690 [see SO 1384].
Mineral Ownership	Crown [see comment below]
Statute	Land Act 1948, Crown Pastoral Land Act 1998

Data Correct as at:	30 October, 2001
Accredited Supplier certification	As attached

Prepared by	David J Abercrombie
Crown Accredited Supplier	<b>Abercrombie &amp; Associates Ltd</b>

Certified correct as to status

  
Chief Surveyor  
Land Information New Zealand, Dunedin

8 / 11 / 2001

Notes: This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence state: See Crown Pastoral Standard 6 paragraph 6

Nil comment.

Research Data: Some items may not be applicable

SDI Print obtained	Yes [See attached]
NZMS 261 Ref	H39
Local Authority	Waitaki District Council
Crown Acquisition Map	Yes To determine agreement for purchase from Ngai Tahu
SO Plan	901, 1384, 1385, 1387 [See evidence attached]
Relevant Gazette Notices	Not applicable
CT Reference / Lease Reference	Pastoral Lease P 204, Reg Vol OT386/94 Lease renewed by 786690. NOTE: For history of land see below [See evidence attached]
Legislation Cards	Not applicable
CLR	Yes [See evidence attached]
Allocation Maps [if applicable]	Not applicable
QVNZ Reference	26050/10200
Crown Grant Maps	Yes - There are no references for the subject property

Research - continued

If Crown land - Check Irrigation Maps.	Yes There are no references for the subject property
Mining Maps	Yes There are no references for the subject property
Other Relevant Information	
a) Concessions - Advice from DoC	a) Nil <i>[See evidence attached from DoC]</i>
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998	b) Only on divestment of freehold or a lease of fifty years or greater by LINZ as a Crown Body
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 from Ngai Tahu by way of the Kemp Purchase.
d) Other Info	

**History of ownership:**

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

No record of crown grants having been made.

Records show the first selection for lease and hence formal occupation to be by way of Small Grazing Run Lease 730 in 1915 resulting from application 6132. There was no registration of the lease.

National Endowment Lease 730 was subsequently granted and the first registration made as recorded in register volume OT174/140.

National Endowment Lease 1160 was subsequently granted as recorded in register volume OT259/141.

Pastoral Lease P204 was subsequently granted as recorded in register volume OT386/94.

Pastoral Lease P204 was renewed by memorandum 786690.

Status, description of land and area are now as indicated above.

**ABERCROMBIE AND ASSOCIATES LIMITED**  
PROPERTY MANAGERS AND CONSULTANTS

P O BOX 5056  
MORAY PLACE  
DUNEDIN

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EMAIL office@abercrombie.co.nz

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## CERTIFICATION

PRE TENURE REVIEW; LAND STATUS CHECK  
Twin Peaks

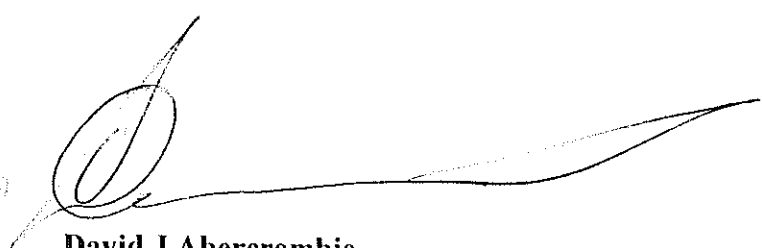
REFERENCE: LIPS 12501

1. I, David J Abercrombie [Nominated Person for Accredited Supplier - Abercrombie & Associates Limited] gives an assurance that:
  - a. I am authorised to undertake status checks by virtue of an agreement between Land Information New Zealand and Abercrombie & Associates Limited, and.
  - b. I am authorised to undertake the status check in relation to a tenure review of the land concerned, and
  - c. The document attached to this certificate is in order for signature.
2. The decision when made will comply with the following statutory requirements:  
*[State statutory authority in full]*

Crown Pastoral Land Act 1998
3. In giving this assurance David J Abercrombie undertakes that all relevant policy instructions, legal requirements, court judgements and any other matters have been taken into account and applied where appropriate.  
*[List all policy instructions, legal requirements, etc.]*

Instructions issued by CCPO, Crown Property Management

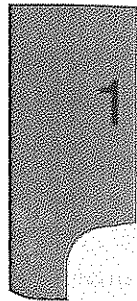
CCPO, Crown Pastoral Land Standard 6  
Paragraph 7.1  
Appendix 3



**David J Abercrombie**  
Accredited Supplier

Date: 30 October 2001

**"RELEASED UNDER THE OFFICIAL INFORMATION ACT"**





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

**Search Copy**



**Identifier** OT386/94  
**Land Registration District** Otago  
**Date Registered** 21 October 1958 02:35 pm

**Prior References**  
OT259/141

<b>Type</b>	Lease under s83 Land Act 1948	<b>Term</b>	Thirty-three years commencing on the first day of July 1958 and renewed for a further 33 years commencing on the 1.7.1991
<b>Area</b>	3532.9057 hectares more or less		

**Legal Description** Run 201G

**Proprietors**

Hamish Leslie Brown as to a 3/5 share  
Jennifer Ann Brown as to a 2/5 share

**Interests**

Subject to Part IVA Conservation Act 1987

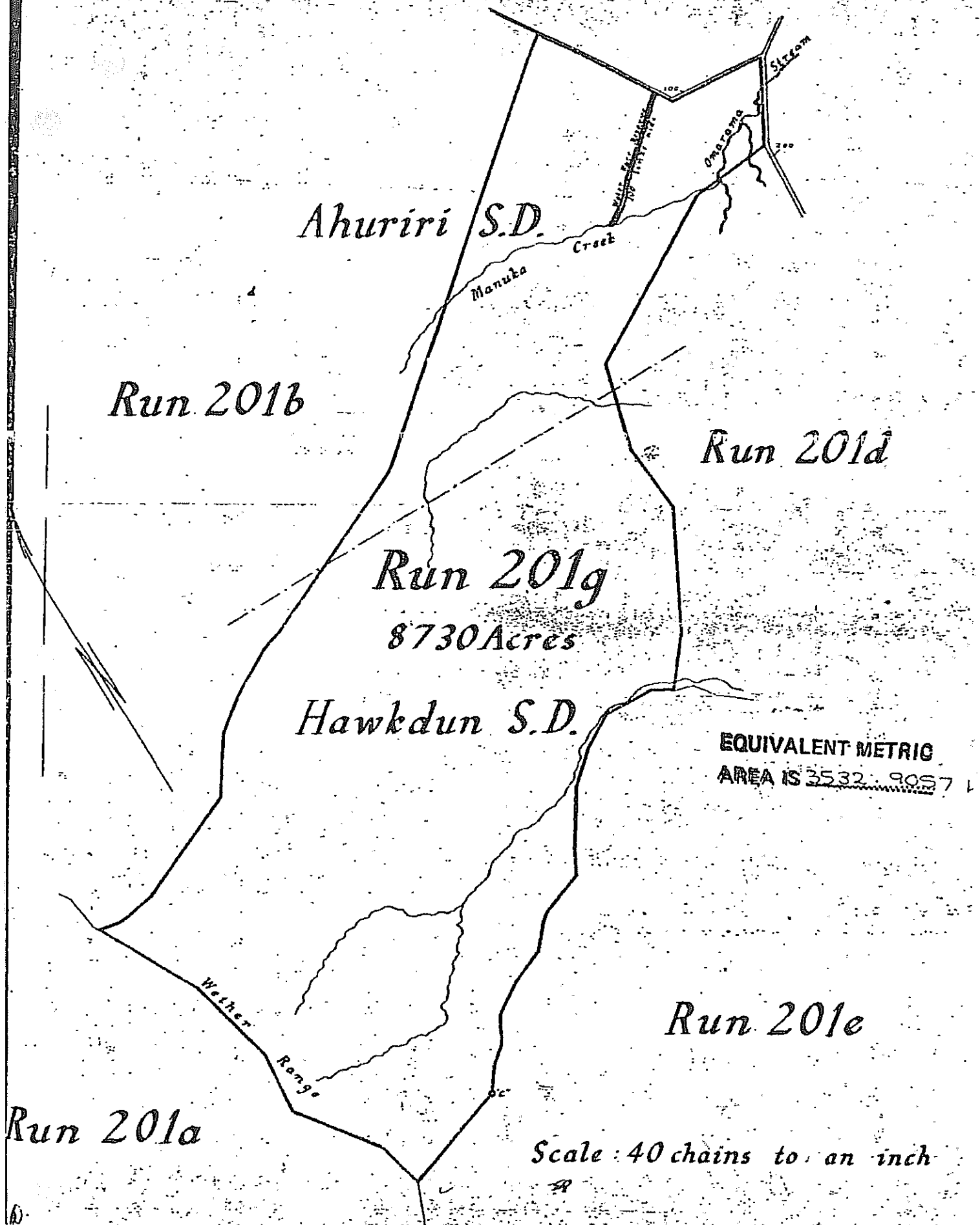
645952 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 24.10.1985 at 10.12 am

735272.5 Mortgage to The National Bank of New Zealand Limited - 11.8.1989 at 9.52 am

786690 Memorandum renewing the term and fixing for the first 11 years the annual rent at \$2,700.00 calculated on a rental value of \$180,000.00 - 27.8.1991 at 10.20 am

884499 Variation of Mortgage 735272.5 - 16.6.1995 at 10.19 am







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



**Historical Search Copy**

R. W. Muir  
Registrar-General  
of Land

**Identifier** OT386/94  
**Land Registration District** Otago  
**Date Registered** 21 October 1958 02:35 pm

**Prior References**  
OT259/141

<b>Type</b>	Lease under s83 Land Act 1948	<b>Term</b>	Thirty-three years commencing on the first day of July 1958 and renewed for a further 33 years commencing on the 1.7.1991
<b>Area</b>	3532.9057 hectares more or less		

**Legal Description** Run 201G

**Original Proprietors**

Hamish Leslie Brown as to a 3/5 share

Jennifer Ann Brown as to a 2/5 share

**Interests**

645952 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 24.10.1985 at 10.12 am

735272.5 Mortgage to The National Bank of New Zealand Limited - 11.8.1989 at 9.52 am

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884499 Variation of Mortgage 735272.5 - 16.6.1995 at 10.19 am

LAND & DEEDS	
Name: <u>Pastoral</u>	
Form: <u>CC-1400</u>	NEW ZEALAND
Date: <u>21 Oct 1958</u>	
Time: <u>2:35</u>	OTAGO
Fee: <u>1:15</u>	AND DISTRICT
Abstract No. <u>348</u>	

Registered in the LAND REGISTRY OFFICE  
but not under the LAND TRANSFER ACT.

Entered in the Register-book, Vol. 386 fol. 94  
the 21st day of October 1958



Image Quality due  
to Condition  
of Original

# Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P. 204

This Deed, made the first day of March between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and

WALTER WILLIAM HENRY MORO

her day of March

one thousand nine hundred and fifty-eight

of OTAGO (who, with his executors, administrators, and permitted assigns, is 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 8,730 acres situated in the Land District of Otago, and being Run 2010, Muriwai and Markham Survey Districts

For Diagram  
See Separate Sheet

(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 1958, one thousand nine hundred and fifty-eight, together with the period between the date of this lease and the aforesaid first day of July 1958, one thousand nine hundred and fifty-eight. 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 Otago the clear annual rent of Two hundred and fifteen pounds (£215: -) 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 (£) (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 and every year during the said term.

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 hereinafter reserved at the times and in the manner hereinafter provided 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 Lessor will hold and use the said land lease 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 Otago (hereinafter referred to as "the Commissioner") cut and trim all live fences and bridges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1950.
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 Noxious Weeds Act, 1950.
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, under, 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 first day 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, 1950, 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 pasturage 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 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building or dwellinghouse: 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 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 56 (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 the provision for the removal thereof and all provisions ancillary or in relation thereto.

*Ahuriri and Hawkdun S.D.s.*

386/94

*Ahuriri S.D.*

*Run 201b*

*Run 201d*

*Run 201g*  
8730 Acres

*Hawkdun S.D.*

EQUIVALENT METRIC  
AREA IS 3532.9057 ha

*Run 201e*

*Run 201a*

Scale: 40 chains to an inch

so long as the  
increase of ten  
may by notice in  
go to do. Any  
particularly in the  
hereunder.

W.H.

C.T. 386/94

- 386/94
- (a) THAT the Lessee shall have no right of acquiring the fee-simple of the said land;
- (b) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary, -
- Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
  - Crop such area of the said land as is sufficient for the use of himself and family and his employees;
  - Plough and sow in grass any portion of the said land;
  - Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
  - 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.
- (c) 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 sheep to be depastured on the said land during the winter months shall not exceed the number of sheep to be depastured on the said land during the summer months as determined by the Commissioner, based on the following basis of one sheep to one acre of land -
- (d) 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 fees, or other payments due to the Lessee, 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 releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
- (e) THAT these presents are intended to take effect as a personal lease under the Land Act, 1925, 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.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

R11

In witness whereof the Commissioner of Crown Lands for the Land District of Otago, on behalf of the Lessor, hath hereunto set his hand, and these presents have also been executed by the said Lessee.

Signed by the Commissioner, on behalf of the Lessor, in the presence of -

Witness: [Signature]  
Occupation: Chief Executive Officer  
Address: [Address]

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

Witness: [Signature]  
Occupation: Postmistress  
Address: [Address]

[Signature]  
Assistant Commissioner of Crown Lands

[Signature]  
Lessee

- (f) 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 2750 sheep inclusive of 1855 ewes (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafter 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. permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

DISCHARGED  
Mortgage 155111 [Signature]  
The Natural Bank of New Zealand Limited  
produced 28 May 1974 at 11.53 am

DISCHARGED  
X21913 [Signature]  
253498 Mortgage [Signature]  
Company [Signature]  
23 DEC 1980

DISCHARGED  
336620 Mortgage [Signature]  
New Zealand - 27.1.1977 at 10.50 am C.C. KENNELL  
23 DEC 1980

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.

Variation of Mortgage 336620 - 6.4.1970  
at 1.53pm

[Signature]  
A.L.R.

Variation of Mortgage 336620 -  
3.2.1972 at 11.21 am

DISCHARGED  
394177 Mortgage to The State  
Advances Corporation of New  
Zealand - 27.1.1977 at 2.15 pm.

DISCHARGED  
430403 Mortgage to The State  
Advances Corporation of New  
Zealand - 27.1.1977 at 9.07 am

DISCHARGED  
446244 Mortgage to The Rural  
Banking and Finance Corporation  
of New Zealand - 27.1.1977 at 11.15 am

[Signature]  
for A.L.R.

OVER

C.T. 386/94

547432/5 Transfer to John McKenzie Garvan of Ngapara Farmer as to 1/3 share; Hamish Leslie Brown of Omarama Farmer as to 1/3 share and the said John McKenzie Garvan, Elsie Margaret Garvan his wife and Duncan Leishman Garvan of Dunedin Company Director (jointly inter se) as to 1/3 share as tenants in common in the said shares - 23.12.1980 at 11.16 am

DISCHARGE OF MORTGAGE  
11 JUL 1985  
A.L.R.

547432/6 Mortgage to Walter William Henry Munro - 23.12.1980 at 11.16 am

547432/7 Mortgage of his 1/3 share Hamish Leslie Brown to John McKenzie Garvan - 23.12.1980 at 11.16 am

547432/8 Mortgage of their 1/3 share John McKenzie Garvan, Elsie Margaret Garvan and Duncan Leishman Garvan to John McKenzie Garvan - 23.12.1980 at 11.16 am

549714/1 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 23.2.1981 at 1.47 pm

549714/2 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 23.2.1981 at 1.47 pm

549714/3 Memorandum of Priority ranking Mortgage 549714/1 as second Mortgage, Mortgage 549714/2 as third Mortgage, Mortgage 547432/8 as fourth Mortgage - 23.2.1981 at 1.47 pm

549714/4 Memorandum of Priority ranking Mortgage 549714/1 as second Mortgage, Mortgage 549714/2 as third Mortgage, Mortgage 547432/7 as fourth Mortgage - 23.2.1981 at 1.47 pm

638518/4 Transfer of their 1/3 share John McKenzie Garvan, Elsie Margaret Garvan and Duncan Leishman Garvan (jointly) and of his 1/3 share John McKenzie Garvan to Hamish Leslie Brown abovenamed - 8.7.1985 at 2.18pm

638518/5 Variation of Mortgage 549714/1 - 8.7.1985 at 2.18pm

# LAND IMPROVEMENT

645952 Agreement under the Soil Conservation and Rivers Control Act 1941 - 24.10.1985 at 10.12 am

649380 Mortgage to John McKenzie Garvan - 23.12.1985 at 10.12 am

693500/1 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 18.12.1987 at 9.20 am.

693500/2 Memorandum of Priority ranking Mortgage 693500/1 as a third mortgage and Mortgage 649380 as a fourth mortgage - 18.12.1987 at 9.20 am.

735272/5 Mortgage to The National Bank of New Zealand Limited - 11.8.1989 at 9.52am

786690 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1.7.1991 and fixing for the first 11 years the annual rent at \$2,700.00 calculated on a rental value of \$180,000.00 - 27.8.1991 at 10.20am

884499 Variation of Mortgage 735272/5 - 16.6.1995 at 10.19am

918430 Transfer to Hamish Leslie Brown of Omarama farmer as to a 6/10ths share and Jennifer Ann Brown of Omarama married woman as to a 4/10ths share as tenants in common in the said shares - 21.10.1996 at 11.59 am

Date Amended  
11.7.1995  
Jumavett

A.L.R.

A.L.R.

A.L.R.

A.L.R.

A.L.R.



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CDE_S15 - Request Manual Copy			
Document Type	Instrument	Request Id	16114
Reference Number	786690 RCL.	User Id	dabercrombiedu
Land District	Otago	Request Date	28/08/2001
Method of Delivery	Post	Client Reference	dabercrombiedu
<input type="checkbox"/> Certified Copy		Status	Pending
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Street	P O Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees...		OK	Cancel



CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, SUSAN JANE BUNTING of Dunedin, Property Officer

HEREBY CERTIFY -

1. THAT by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered B678573  
BLENHEIM (Marlborough Registry) and there numbered 136439  
CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2  
DUNEDIN (Otago Registry) and there numbered 681189/1  
GISBORNE (Poverty Bay Registry) and there numbered 167089.2  
HAMILTON (South Auckland Registry) and there numbered H734777  
HOKITIKA (Westland Registry) and there numbered 076748  
INVERCARGILL (Southland Registry) and there numbered 141782  
NAPIER (Hawkes Bay Registry) and there numbered 478751.2  
NELSON (Nelson Registry) and there numbered 269962.1  
NEW PLYMOUTH (Taranaki Registry) and there numbered 341775  
WELLINGTON (Wellington Registry) and there numbered 860782.2

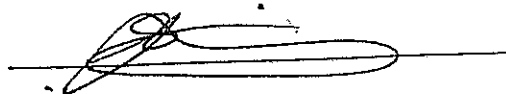
LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

2. THAT at the date hereof I was Property Officer of the said Corporation.

3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Dunedin  
this 19th day of March  
1991

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MEMORANDUM OF RENEWAL AND VARIATION REGISTER  
OF PASTORAL LEASE

IN THE MATTER OF THE LAND ACT 1948

AND

IN THE MATTER OF PASTORAL LEASE NO P 204  
REGISTERED AS REGISTER VOLUME  
386 FOLIO 94 OTAGO DISTRICT  
LAND REGISTRY FROM HER MAJESTY  
THE QUEEN TO HAMISH LESLIE  
BROWN OF OMARAMA FARMER

PURSUANT TO SECTION 170 OF THE LAND ACT 1948 THE TERM OF THE ABOVEMENTIONED LEASE REGISTERED IN VOLUME 386 FOLIO 94 OTAGO LAND REGISTRY IS RENEWED FOR A TERM OF 33 YEARS COMMENCING ON THE 1ST DAY OF JULY 1991. THE COVENANT TO PAY RENT AND THE RENTAL VALUE CONTAINED IN THE LEASE IS HEREBY VARIED BY DELETING THE SAID COVENANT AND SUBSTITUTING THE FOLLOWING:

YIELDING AND PAYING THEREFOR FOR THE FIRST 11 YEARS OF THE SAID TERM UNTO THE LAND CORPORATION LIMITED AT DUNEDIN THE ANNUAL RENT OF \$2,700.00 CALCULATED ON A RENTAL VALUE OF \$180,000.00 PAYABLE WITHOUT DEMAND BY EQUAL HALF YEARLY PAYMENTS IN ADVANCE ON THE FIRST DAY OF JANUARY AND THE FIRST DAY OF JULY IN EACH AND EVERY YEAR DURING THE SAID PERIOD OF 11 YEARS AND FOR THE NEXT TWO SUCCESSIVE PERIODS OF 11 YEARS OF THE SAID TERM A RENT DETERMINED IN RESPECT OF EACH OF THOSE PERIODS IN THE MANNER PROVIDED IN SECTION 132A OF THE LAND ACT 1948.

SAVE AS HEREBY EXPRESSLY VARIED ALL THE COVENANTS CONDITIONS AND RESTRICTIONS CONTAINED OR IMPLIED IN THE SAID MEMORANDUM OF LEASE SHALL REMAIN IN FULL FORCE.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SUBSCRIBED THEIR NAMES THIS  
1991 DAY OF March 1991

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

SIGNED FOR AND ON BEHALF OF HER MAJESTY )  
THE QUEEN PURSUANT TO A DEED LODGED WITH )  
THE DISTRICT LAND REGISTRAR AS NO 750040 )  
BY LAND CORPORATION LIMITED BY ITS )  
ATTORNEY SUSAN JANE BUNTING )  
IN THE PRESENCE OF: )

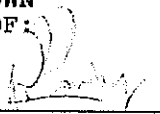
LAND CORPORATION LIMITED  
BY ITS ATTORNEY ~~REGISTER~~

WITNESS: 

OCCUPATION: Consultant, Landcorp

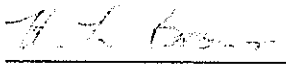
ADDRESS: Dunedin

SIGNED BY THE LESSEE )  
HAMISH LESLIE BROWN )  
IN THE PRESENCE OF: )

WITNESS: 

OCCUPATION: Landcorp

ADDRESS: Dunedin

  
LESSEE

REGISTER

MEMORANDUM OF RENEWAL OF PASTORAL LEASE

PARTICULARS ENTERED IN THE  
REGISTER AS SHOWN HEREIN ON  
THE DATE AND AT THE TIME  
STAMPED BELOW.

HER MAJESTY THE QUEEN

LESSOR

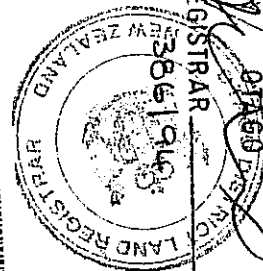
HAMISH LESLIE BROWN

LESSEE

DISTRICT/ASSISTANT LAND  
REGISTRAR OF OTAGO

LAND CORPORATION LIMITED  
DUNEDIN

MWP\_0011938



10.20 27.AUG 91 786690  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRAR  
ASST. LAND REGISTRAR

**"RELEASED UNDER THE OFFICIAL INFORMATION ACT"**

1384

# PART OF OMARAMA RUNS

W.D. Armit - Asst. Surveyor - June 1915.

1384

Part IVA (Conservation Act 1907)  
(Māori Land)  
D.D. 1915 Run 1315 (Conservation Act 1907) A.C. 15  
NOTE: Under Section 10 of the 1907 Act, the Crown reserves the right to acquire any land in the Run for the purpose of the Act.

NOTE: Crown Land reserved from the original Run 1315 in the 1907 Act was reserved for the purpose of the Act. (Conservation Act 1907, Section 10.)

Now Sec 3, Six V 2115

Proposed Afforestation Reserve

4060 Acs.

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MAHURURI SURVEY DISTRICT

201B

7985 Acs.

Less Runland 79 72

201G

8730 Acs.

HAWKOUN S.D.

201b

(Run-paddock)

3155 Acs.

322 E

Scale 20 Chains = 1 Inch

Field Book No 731

1384

APPROVED 1-1-15  
J. H. H. H.  
Chief Surveyor

LEGALISATION CARD

Instructions No 4394 131/14

8

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CDE_S15 - Request Manual Copy			
Document Type	Instrument	Request Id	16112
Reference Number	645952 AC	User Id	dabercrombiedu
Land District	Otago	Request Date	28/08/2001
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<input type="checkbox"/> Certified Copy		Status	Pending
Delivery Details			
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Country	New Zealand		
Postcode	9001		
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Fees...	OK		Cancel