

Crown Pastoral Land Tenure Review

Lease name : UPCOT STATION

Lease number : PM 020

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

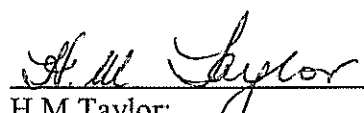
CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

File Ref:	Pm030	Report No:	AT2026	Report Date:	7 May 2002
LINZ Ref:	CON/50268/09/12639/A-ZNO				
Office of Agent:	Alexandra	LINZ Case No:	TR02/489	Date sent to LINZ:	10/5/02


RECOMMENDATIONS:

- (1) That the Commissioner of Crown Lands or his delegate **note** the contents of 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** following incomplete actions which require action by the Manager of Crown Property Contracts.
 - 2.1 Document 168831 (*Land Improvement Agreement*) has not been transferred from previous CT MB 46/201 to the new CT MB 6A/535 even though the agreement is still in place.

Signed by DTZ New Zealand Limited:


H M Taylor:

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


Name: GRANT KASPER WEBLEY
Date of decision: 14/5/01

(1) Details of lease:

Lease name: Upcot

Location: The lease is located in the Upper Awatere Valley, 85 kms from Blenheim. It lies on the true left of the Awatere River. The lease has a north-westerly aspect, and rises to 1774 m.a.s.l. The lease comprises steep to very steep hill country.

There is limited "winter country", and the land is suitable for dry stock only or short period of summer grazing by breeding stock. The lease is run in conjunction with a substantial area of freehold. The lease is not economic in its own right, but provides balance and is an important part of the property overall. The lease lies generally westward of the freehold title. The boundary is a straight line, and it is not practical to separate or fence the freehold from the pastoral lease.

Lessee: W J P Stevenson

Tenure: Pastoral lease under the Land Act 1948 and Crown Pastoral Land Act 1998, Pastoral Lease No 30.

Term: 33 years from 1 July 1993.

Annual Rent: \$2,625 (plus GST).

Rental Value: \$175,000

Date of Next Review: 1 July 2004

Land Registry Folio Ref: MB 6A/535.

Legal Description: Run 215, Blocks XI, XII, XIV, XV and XVI Spray Survey District, Blocks II, III, IV Upcot Survey District.

Area: 8154.4157 hectares

(2) File Search:

Files held by DTZ Alexandra as agent:

<i>File Reference</i>	<i>Volume</i>	<i>First Folio</i>	<i>Date</i>	<i>Last Folio</i>	<i>Date</i>
Pm020 Upcot/Middlehurst	1	1	29/1/1960	Un-numbered	13/12/1995
P30	1	Un-numbered	20/11/95	Un-numbered	1/1/2000
CON/50213/09/126 39/A-ZNO	1	Un-numbered	1/7/2000	Un-numbered	25/6/2000

Files held by LINZ in Christchurch:

<i>File Reference</i>	<i>Volume</i>	<i>First Folio</i>	<i>Date</i>	<i>Last Folio</i>	<i>Date</i>
34	Old file series prior to 1916	34/386	1/6/1897	34/210	22/9/1906
5200-D10-U01		Un-numbered	2/6/1993	Un-numbered	14/2/1997

The file record appears to be complete since 1960. The files before 1960, were not available, with the exception of a couple of folios pre 1906. However, all important data relevant to the current lease has been searched.

Po020 Upcot/Middlehurst Pastoral Leases had been run as one property by the Stevenson family for several generations.

June 1897 correspondence records that the lease of Upcot Run had expired on 1 July 1896 and that the run had not since been occupied. Prior to 1905 Upcot and Middlehurst were run as two separate properties. By 1906, it was proposed to extend the lease on Upcot Run.

Upcot has been in the Stevenson family since 1902. Mr W B Stevenson died in 1933, leaving his son to take over the property.

The vast majority of the file records available start in 1960, which saw the renewal of the pastoral lease, which expired 29 February 1960.

PRL's 316, 317 and 312 were amalgamated, and so considerable area was added into the new lease (*area now 48850 acres*). New legal description Run 215 and Run 216. At this stage the McShane Block was surrendered.

In 1960, the lease was held by J W B Stevenson, E L Stevenson and A Stevenson as executor in Estate of W B Stevenson (*deceased*).

Lease was 33 years from 1 July 1960, to expire 30 June 1993, annual rental £142.

By 1961, 480 acres had been surrendered out of the lease to form part of the Alpine Reserve above the 6500 foot contour line on Mounts Tapuaenuku, Mitre and Alarm.

In 1966 Mrs Annie Stevenson died, and the lease was transferred to her sons in 1968. J B W Stevenson on Upcot and E L Stevenson on Middlehurst.

The routine inspection report in 1970, recorded several hundred acres that had been severely depleted by rabbits, but which was recovering.

11000 acres rocks and shingle, were recorded in the same routine inspection.

Balance clothed with light to good covering silver and fescue tussock and native grasses.

The property was in good condition overall, and a new **personal** stock limitation was set. Now 13700 sheep plus 550 cattle.

Formerly 12450 sheep with a tolerance of 10%. This limitation applied to combined freehold and pastoral land included in the Upcot and Middlehurst Station.

1970 saw the problem of gorse spread as the result of NZED roads being put through.

The economic conditions in 1971, resulted in the sale of 700 dry sheep, so the stock limit was varied.

Sheep numbers were to drop 700 and cattle numbers to increase 100.

In 1977 Mr Jack Stevenson transferred a ¼ interest in Upcot and Middlehurst to his son William (*Bill*). The remaining ¼ share was transferred to a family trust in 1978.

E W Stevenson transferred a ¼ share to the E : Stevenson Trust in 1978.

By 1980, E Stevenson and E L Stevenson Trust had transferred their shares to W Stevenson and Trustees of J W B Stevenson Farm Trust.

Mr E Stevenson decided to retire, and none of his daughters wanted to farm the property.

Conservative management was recorded in 1983.

The personal stock limit was increased to:

15000 Ewes (*including 5000 breeding ewes*) and
800 Cattle (*including 360 breeding cattle*)

A retirement proposal for the inland Kaikoura's, was mooted in 1984. Finance was approved to fence and retire Upcot back country and Run 206 (*UCL*). Rich botanical and ecological values were identified on these leases (*folios 109, 112 and 112A, 117*).

Jack Stevenson died in 1984, and in 1985, transfer from W J P Stevenson Trust and A P Stevenson to R S P Stevenson (*Robbie*) took place.

The property became part of the Rabbit and Land Management Programme in 1982. A property plan was drawn up and implemented. Hieracium spread had become a major problem.

By 1993, valuation for lease renewal recorded:

Improvements	\$ 150,000
Unimproved Value	\$ 350,000
Rental Value	\$ 350,000
Rental	\$ 5,250

Stock limit in lease:

13695 Sheep, this includes adjacent freehold.

Personal stock limit approved 1983:

15000 Sheep (*includes 5000 breeding ewes*) and
800 Cattle (*includes 360 breeding cows*).

At this stage Upcot ran a greater proportion of cattle, while Middlehurst predominantly ran sheep.

Area of lease: 19574.6445 ha.

The partnership between brothers Bill and Robbie, was dissolved 31 December 1995, and subdivision approved.

Robbie to run Middlehurst, and Bill to run Upcot.

Each pastoral lease to be run in conjunction with substantial freehold land.

New lease was registered on 29 October 1996.

A 1995 report written in response to the proposed subdivision, noted that the original pastoral lease was split in two parts, one each side of the Awatere River, each part was run in conjunction with a substantial area of freehold.

W J P Stevenson (*Bill*) took over Upcot at the beginning of 1996. The combination of leasehold and freehold produced two economic units.

Area of Upcot to be 8154.4157 ha. The new lease was for 33 years from 1 July 1993. Rental value \$175,000.

The stock limitation on the new lease was to be not more than 2000 dry sheep and 70 dry cattle (*1950 su*).

Personal stock limit of not more than 2500 su annual grazing while run with the adjacent freehold was also put in place.

The lease itself was recorded as being steep to very steep high country, which is not an economic unit in itself. The land is suitable for dry stock only or short periods of summer grazing by breeding stock.

Marginal strips were identified on Sheet 1, SO 7112 and SO 4461 covers Upcot

The property continues to be farmed by Bill Stevenson

(3) Summary of lease document:

Terms of lease:

The commencement date of the pastoral lease on Crown files is in agreement with the lease document (MB 6A/535).

The lease commenced on 1 July 1993, but was effective from 1 January 1996 (*due to the subdivision*).

The ownership is the same as used on Crown files and in the Status Check.

No non-standard conditions are included.

Original stock limit recorded:

Not more than 2000 dry sheep and 70 dry cattle (1950 su).

Personal stock limit:

Not more than 2500 su annual grazing when run with adjoining freehold.

Renewals and variations:

No renewals of variations recorded.

The correct area is recorded on the lease, when compared to Crown files.

Registered Interests:

Mortgages:

No mortgages are registered on the lease document.

Other Interests:

No other interest are recorded on the lease document.

No Electricity Agreement is registered on the leases.

No mining or licence or permit is registered.

No Section 417 Certificates under the Resource Management Act are registered.

No recreation permits are issued affecting the lease.

(4) Summarise any Government programmes for the lease:

The original Upcot/Middlehurst lease was part of the rabbit and Land Management Programme.

The Land Improvement Agreement was registered on the title in 1993 (168831).

Upcot had an area fenced out and retired in 1984 by the Land Settlement Board. The Crown met 70% of retirement cost, the retired area had significant botanical and ecological values.

(5) Summary of Land Status Report:

Copy attached as Schedule A.

5.1 The Pastoral Lease:

The Land Status Report confirms the Crown land status under the Land Act 1948, subject to pastoral lease registered as MLR 46/201.

The area of the lease is confirmed as 8154.4157 ha.

Encumbrances recorded on the lease:

Subject to Part IVA Conservation Act 1987.

These are in agreement with the details section of this report to 27 March 2002.

The legal description is confirmed as that being used in this Due Diligence Report.

The Crown retains mineral ownership.

The Status Check confirms that no conservation land exists within the lease boundary. This agrees with this due Diligence Report. However DoC allocation 30 29 (SO 6639) adjoins the western boundary.

No UCL exists within the boundary of the lease.

Marginal strips are identified (SO 4461 and Sheet 1 SO 7112).

The Status Check confirms that there are no recreation permits, DoC concessions, or mining interests on the lease.

Legal roads are noted (*Crown grant and Section 110A Public Works Act 1928*).

The Status Check identifies on other matter possibly requiring investigation.

Document 168831 (*Land Improvement Agreement*) has not been noted on current CT MB 6A/535. This agreement is registered against the previous lease CT 46/201 and should have been brought down onto the new Certificate of Title when it was issued, as this agreement is still in place.

The marginal strips are incorrectly identified by the Status Check as being on Sheet 2, SO 7112. The correct sheet is **Sheet 1, SO 7112**.

5.2 Other Land:

No other land is covered in the Status Check.

(6) Review of topographical and Cadastral data:

Topographical Map:

A number of 4WD tracks follow streams on the lease. Tracks are shown following Burnt Country Creek (*both branches*) and House Creek. These tracks lead up from the Grey River.

A track runs up from the homestead area to the Front Grey Hills.

A track follows the Enchanted Stream, which forms part of the western boundary of the leasehold.

There is a hut marked at the end of the track on the southern most branch of Burnt Country Creek.

No national grid or local supply electricity pylons cross the lease.

No airstrips are marked within the lease.

Cadastral Map:

Marginal strips are marked on Upcot Stream, House Creek, burnt Country Creek, the Grey River, Little Castle Stream, Enchanted Stream and the Castle River Sheet 1 (SO 7112).

A legal road (*unformed*) follows the southern boundary, and another runs up from the Grey River to meet the north-eastern boundary. Another legal road follows the northern boundary up the Grey River.

No recreational permits exist over the lease.

(7) Details of neighbouring Crown or Conservation land:

DoC Christchurch confirmed no public conservation lands exist within the lease (*see Status Check*).

Upcot lease has Upcot freehold between itself and the Awatere River to the east. Upcot freehold also forms part of the northern boundary along with Glendale Po025, and the Grey River.

The western boundary adjoins conservation land, DoC allocation 30 29 (*SO 6639*) while the southern boundary is formed by Upcot freehold, the Castle River and Langridge Run (*Pm021*).

No UCL areas are identified within the lease but adjoining the lease is UCL, former Run 206 (*to west*), (*Volume 1, Folio 112, 112A*).

(8) Summary of uncompleted actions or potential liabilities:

8.1 Area of leasehold land, retired, fenced out, but not surrendered as proposed.

In 1984, finance was approved to fence out and retire the high back country of Upcot and also former Run 206 (*now UCL*). This approval was subject to the area from Upcot lease being surrendered – not just retired. There is no evidence of a formal agreement and there is no record of the surrender actually occurring (*folios 112, 112A, 116, 117*).

A file note mentions that the surrender was to be actioned with Glenlee and Run 214 Waihopiri Downs.

8.2 Document 168831 (Land Improvement Agreement) has **not** been transferred from previous Certificate of Title MB 46/201 to the new Certificate of Title MB 6A/535, even though this agreement is still in place.

The following is drawn to your attention to note only:

- That the Commissioner **note** the presence of a hut situated at Burnt Country Stream.

ATTACHMENTS:

Schedule A - Status Check.

Attachment 1 - Recent copy of lease document MB 6A/535.

KNIGHT FRANK (NZ) LIMITED

Appendix A

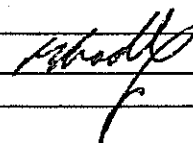
This report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated September 2001 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT for UPCOT				<i>[LIPS ref.12639]</i>
Property	1	of	1	

Land District	Marlborough
Legal Description	Run 215 situated in Blocks XI,XII,XIV,XV and XVI Spray Survey District and Blocks II,III and IV Upcot Survey District
Area	8154.4157 Hectares.
Status	Crown Land subject to the Land Act 1948.
Instrument of lease	All Computer Interest Register MB 6A/535 pursuant to Section 66 and as registered under Section 83 of the Land Act 1948..
Encumbrances	- Subject to Part IVA Conservation Act 1987.
Mineral Ownership	Minerals 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 Deed of Purchase in 1848.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	27 March 2002.
[Certification Attached]	Yes

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



KNIGHT FRANK (NZ) LIMITED

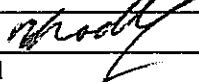
Appendix B

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.

LAND STATUS REPORT for UPCOT				<i>[LIPS ref.12539]</i>
Property	1	of	1	

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Instrument of lease	All Computer Interest Register MB 6A/535 pursuant to Section 66 and as registered under Section 83 of the Land Act 1948..
Encumbrances	- Subject to Part IVA Conservation Act 1987.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	27 March 2002
[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.

R. Moulton

Date ... 5 / 4 / 2002

R Moulton, Chief Surveyor,
Marlborough Land District,
Land Information New Zealand.

UPCOT . RESEARCH - Property 1 of 1

Notes : This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6	NB 1) : We note that Doc 168831 (Land Improvement Agreement) has not been noted on the current Certificate of title CT MB 6A/535.This Agreement is registered against the previous Lease CT 46/201.and should have been brought down onto the new CT when it was issued as this Agreement is still in place.
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	2) SO 7112(Sheet 2) defines the waterways protected pursuant to Section 24(9) Conservation Act 1987.
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LAND STATUS REPORT for UPCOT				[LIPS ref.12639]
Property	1	of	1	

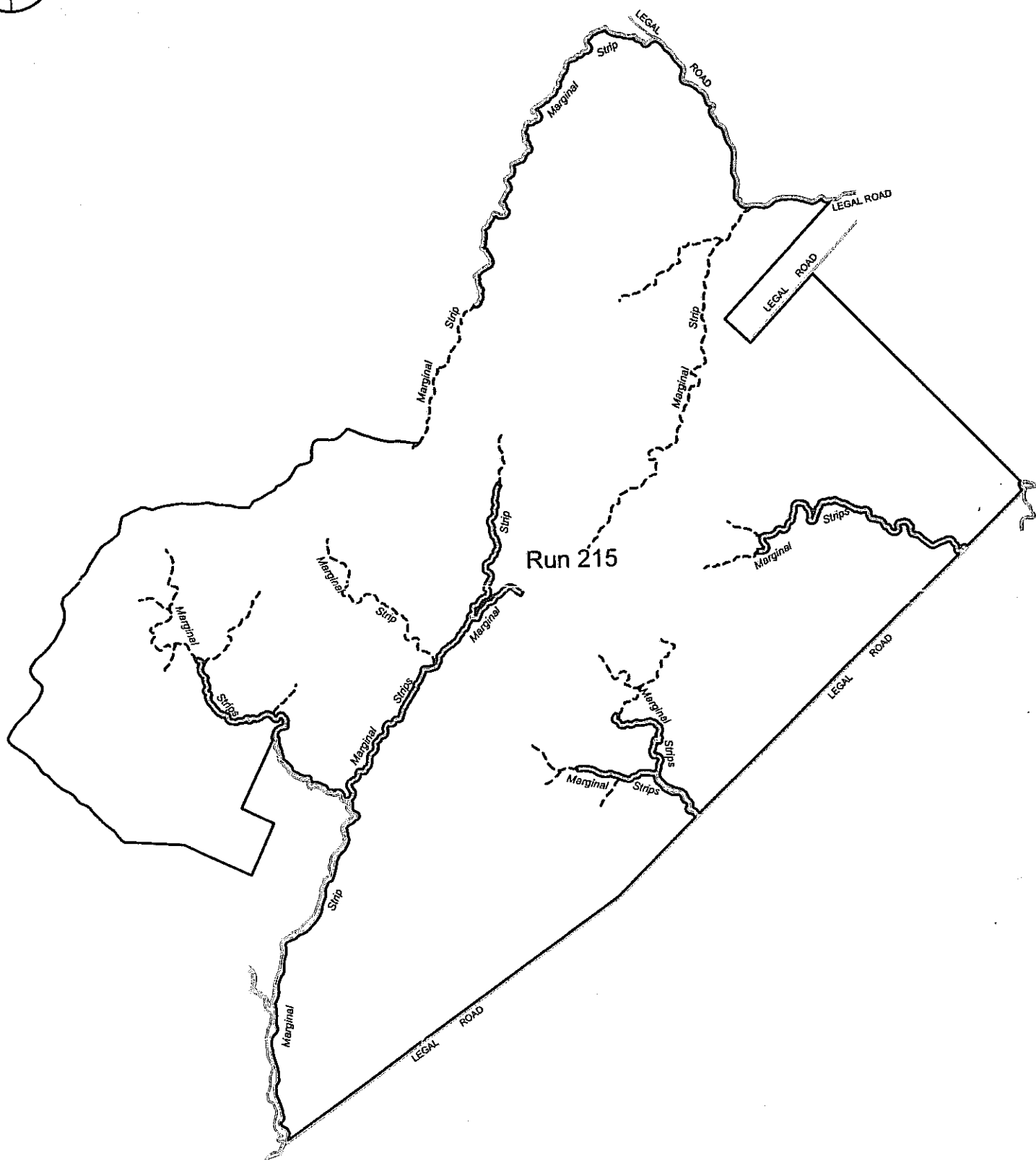
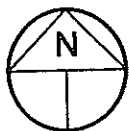
Research Data: *Some Items may be not applicable*

Property	1	of	1	
SDI Print Obtained	Yes			
NZMS 261 Ref	O 29 & O 30			
Local Authority	Marlborough District Council			
Crown Acquisition Map	Kemp Deed of Purchase.			
SO Plan	SO 4461 defines Run 215.. SO 7112(Sheet 2) defines the Waterways subject to Section 24(9) Conservation Act 1987.			
Relevant Gazette Notices	N/A			
CT Ref / Lease Ref	All CT MB 6A/535 (1996)			
Legalisation Cards	SO 4461 –No Card. SO 7112 – No Card			
CLR	N/A			
Allocation Maps (if applicable)	A search of the SOE/DOC/UCL Allocation Maps & Schedules revealed no allocations within the Run boundaries. However DOC allocation 3 O 29(SO 6639) adjoins the western boundary(Part Run 109B,Run 206 & Part Run 116.)			
VNZ Ref - if known	20720-6600			
Crown Grant Maps	Not Found			
If Subject land Marginal Strip:				
a) Type [Sec 24(9) or Sec 58]				a) SO 7112(Sheet 2) defines waterways protected pursuant to Section 24(9) Conservation Act 1987.
b) Date Created				b) 1July 1993.
c) Plan Reference				c) SO 7112.

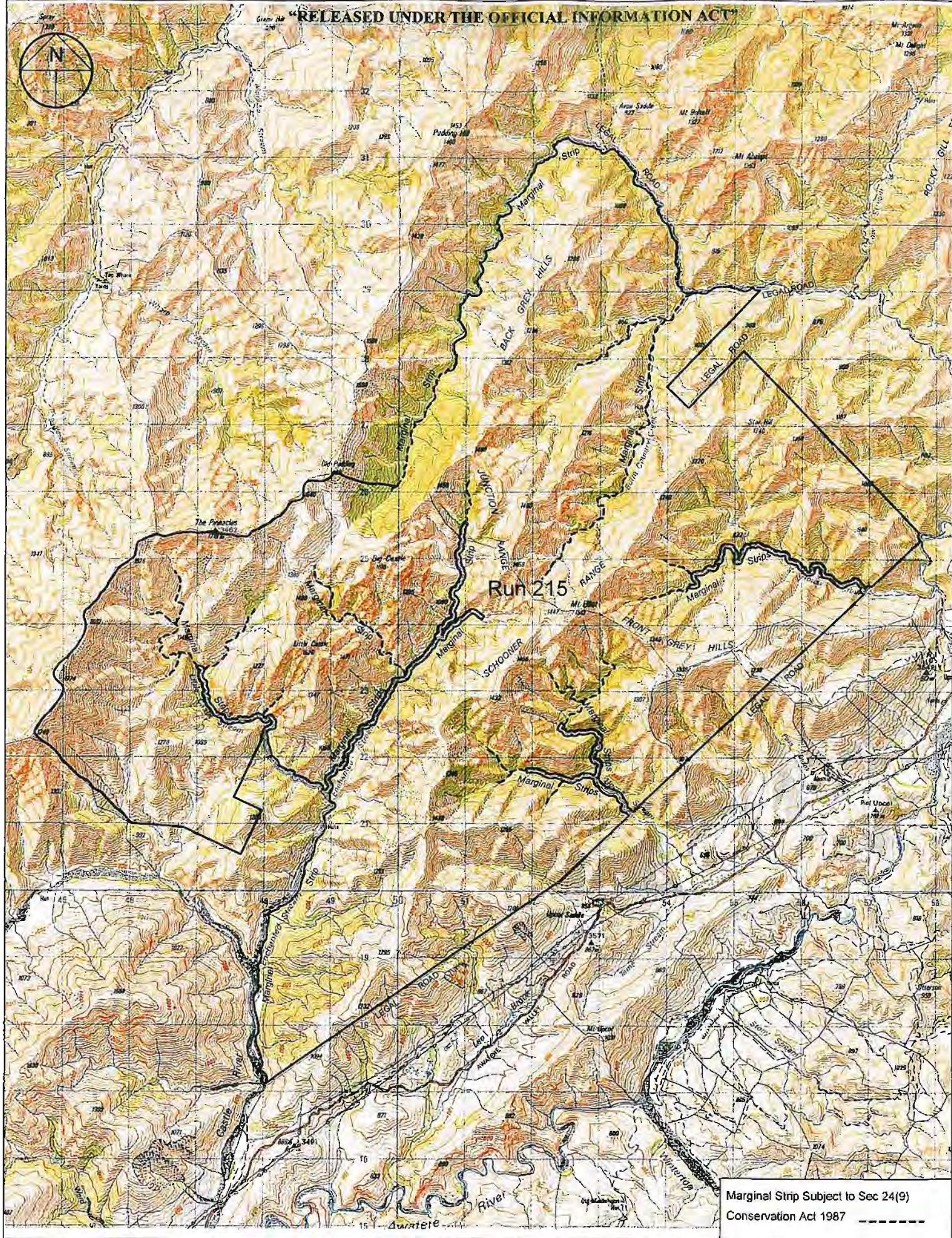
LAND STATUS REPORT for UPCOT				[LIPS ref.12639]
Property	1	of	1	

Research – continued

Property	1	Of	1	
If Crown land - Check Irrigation Maps.				N/A
Mining Maps				No mining interests are recorded 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) N/A
c) Plan No				c) N/A
Other Relevant Information				
a) Concessions - Advice from DOC or Knight Frank.				a) NIL
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998.				b) Subject to Part 9 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 Deed of Purchase. Contained (provide evidence): Formerly - Part Run 120, PR L 316 (1939) - Run 116, PR 317 (1940) which are the earliest leases available in the Land Transfer Office after the Nelson Waste Lands Regulations 1856 and the Marlborough Waste Lands Regulations 1863.
d) Other Information				d) - 1) : We note that Doc 168831 (Land Improvement Agreement) has not been noted on the current Certificate of title CT MB 6A/535. This Agreement is registered against the previous Lease CT 46/201. and should have been brought down onto the new CT when it was issued as this Agreement is still in place. - 2) SO 7112 (Sheet 2) defines the waterways protected pursuant to Section 24(9) Conservation Act 1987.



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



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

Upcot

Scale 1:50000

0 500 1000 1500 2000 2500 3000 3500 4000 4500 5000

ANDERSON ASSOCIATES
REGISTERED SURVEYORS

P.O. Box 13-343
Christchurch
Ph: 03 379 8001

Version	1	2	3	4	5
Marlborough Land District					
Topographic Map 260 - O29, O30					
Sheet 1 of 1					
Date 15/04/02					

ATTACHMENT 1:

Recent copy of lease document MB 6A/535.



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

Search Copy



R. W. Muir
Registrar-General
of Land

Identifier MB6A/535
Land Registration District Marlborough
Date Registered 29 October 1997 09:48 am

Prior References
MB46/201

Type	Lease under s83 Land Act 1948	Term	33 years commencing on the 1st day of July 1993 effective from 1 January 1996
Area	8154.4157 hectares more or less		

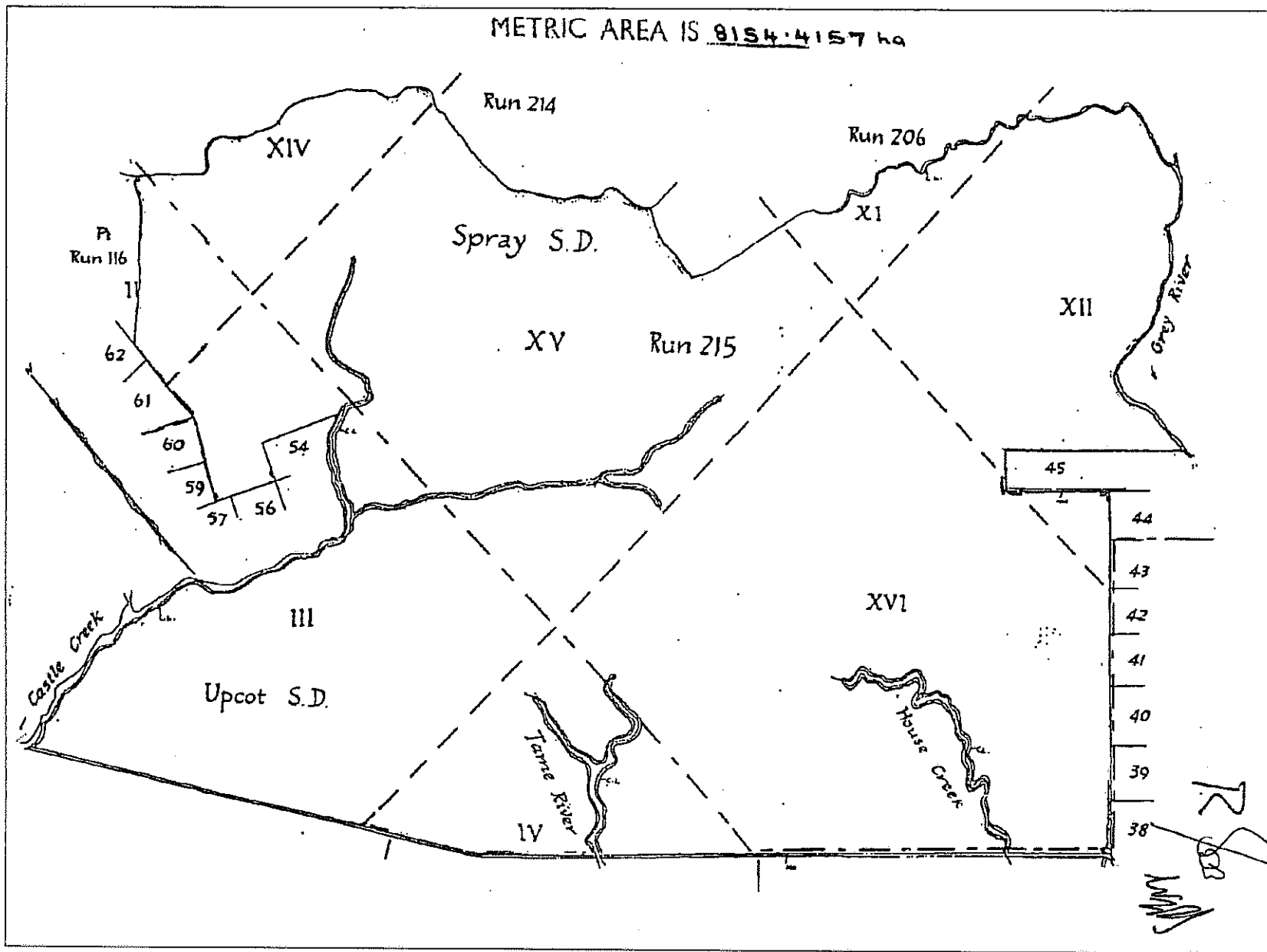
Legal Description Run 215

Proprietors
William John Page Stevenson

Interests

Identifier

MB6A/535



L. & S.—B. 4

Former Ref. Vol. 46 fol. 201

L. & S. Ref. No. P 30

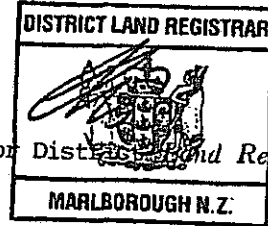
NEW ZEALAND

Entered in the Register-book, the

29th day of October

19 97 , at 9.48 o'clock.

REGISTER



Pastoral Lease under the Land Act 1948

This Deed, made the 16 day of Feb 1996 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and WILLIAM JOHN PAGE STEVENSON of Upcot, Farmer

(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 and 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 parcel of land containing by estimation 8154.4157 hectares more or less, situated in the Land District of Marlborough III, and being Run 215, Blocks XI, XII, XIV, XV and XVI, Spray Survey District and Blocks II and IV, Upcot Survey District

as the same is more particularly delineated with bold black lines on the plan hereto attached, together with the rights, attached

[Handwritten signatures and initials]

No. 6A, 535

No. 6A, 535

ements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of 33 years, commencing on the 1st day of July 1993 effective from 1 January 1996, YIELDING and paying therefor for the first 11 years of the said term unto the Commissioner of Crown Lands (or his appointed agent) the annual rent of \$2,625.00 (plus GST) 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 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 66 (4A) of the Land Act 1948. X

AND the Lessee doth hereby covenant with the Lessor as follows:

1. THAT without derogating from or restricting the covenants contained and implied in this lease and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the land hereby demised more than 2,000 dry sheep nor more than 70 dry cattle PROVIDED HOWEVER that the Lessee may with the prior written consent of the Commissioner of Crown Lands carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Commissioner of Crown Lands to revoke or vary such consent at any time.

2. THAT the Lessee will at all times farm the land hereby demised in a manner to promote soil conservation and prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1941.

AND it is hereby agreed and declared by and between the Lessor and Lessee:

3. THAT pursuant to the provisions of the Wild Animal Control Act 1977 any warranted officer thereunder and other authorised persons 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 Department of Conservation is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers, employees, and other authorised persons in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.

4. AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pastoral land under Section 66 of 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.

SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN

Nil.

Handwritten signature and initials, possibly 'MPS' and 'R', in dark ink.

WITNESS WHEREOF the parties have hereunto subscribed their name this
day of 16th February 1996.

SIGNED for and on behalf of HER MAJESTY)
THE QUEEN as Lessor by the Commissioner of)
Crown Lands in the presence of:)

Witness: [Signature]

[Signature]
Commissioner of Crown Lands

Occupation: LYNETTE PORTER
TEAM MEMBER
Address: NATIONAL OFFICE
DEPARTMENT OF SURVEY
& LAND INFORMATION
WELLINGTON

SIGNED by the said WILLIAM JOHN PAGE)
STEVENSON as Lessee in the presence of:)

Witness: _____

[Signature]
Lessee

Occupation: LYNETTE PORTER
TEAM MEMBER
Address: NATIONAL OFFICE
DEPARTMENT OF SURVEY
& LAND INFORMATION
WELLINGTON

P. J. RADICH
Solicitor
Blenheim

From: Grant Webley
To: Caroline Mason
CC: Murray Bradley; Peter King
Date: Wednesday, 24 April 2002 09:38
Subject: Contract 50268

Hi Caroline

This is to acknowledge receipt of the following Land Status Reports:-

Compensation Run
The Jordan
Upcot
Middlehurst

Cheers
Grant

KNIGHT FRANK (NZ) LIMITED

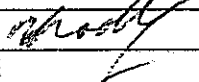
Appendix B

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Data Correct as at	27 March 2002
[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.

R. Moulton

Date ... ⁵ / ⁴ / 2002

R Moulton, Chief Surveyor,
Marlborough Land District,
Land Information New Zealand.

UPCOT . RESEARCH - Property 1 of 1

Notes : This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6	NB 1) : We note that Doc 168831 (Land Improvement Agreement) has not been noted on the current Certificate of title CT MB 6A/535.This Agreement is registered against the previous Lease CT 46/201.and should have been brought down onto the new CT when it was issued as this Agreement is still in place.
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	2) SO 7112(Sheet 2) defines the waterways protected pursuant to Section 24(9) Conservation Act 1987.
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LAND STATUS REPORT for UPCOT				<i>[LIPS ref.12639]</i>
Property	1	of	1	

Research Data: *Some Items may be not applicable*

Property	1	of	1	
SDI Print Obtained	Yes			
NZMS 261 Ref	O 29 & O 30			
Local Authority	Marlborough District Council			
Crown Acquisition Map	Kemp Deed of Purchase.			
SO Plan	SO 4461 defines Run 215.. SO 7112(Sheet 2) defines the Waterways subject to Section 24(9) Conservation Act 1987.			
Relevant Gazette Notices	N/A			
CT Ref / Lease Ref	All CT MB 6A/535 (1996)			
Legalisation Cards	SO 4461 -No Card. SO 7112 - No Card			
CLR	N/A			
Allocation Maps (if applicable)	A search of the SOE/DOC/UCL Allocation Maps & Schedules revealed no allocations within the Run boundaries. However DOC allocation 3 O 29(SO 6639) adjoins the western boundary(Part Run 109B,Run 206 & Part Run 116.)			
VNZ Ref - if known	20720-6600			
Crown Grant Maps	Not Found			
If Subject land Marginal Strip:				
a) Type [Sec 24(9) or Sec 58]				a) SO 7112(Sheet 2) defines waterways protected pursuant to Section 24(9) Conservation Act 1987.
b) Date Created				b) 1July 1993.
c) Plan Reference				c) SO 7112.

LAND STATUS REPORT for UPCOT				<i>[LIPS ref.12639]</i>
Property	1	of	1	

Research – continued

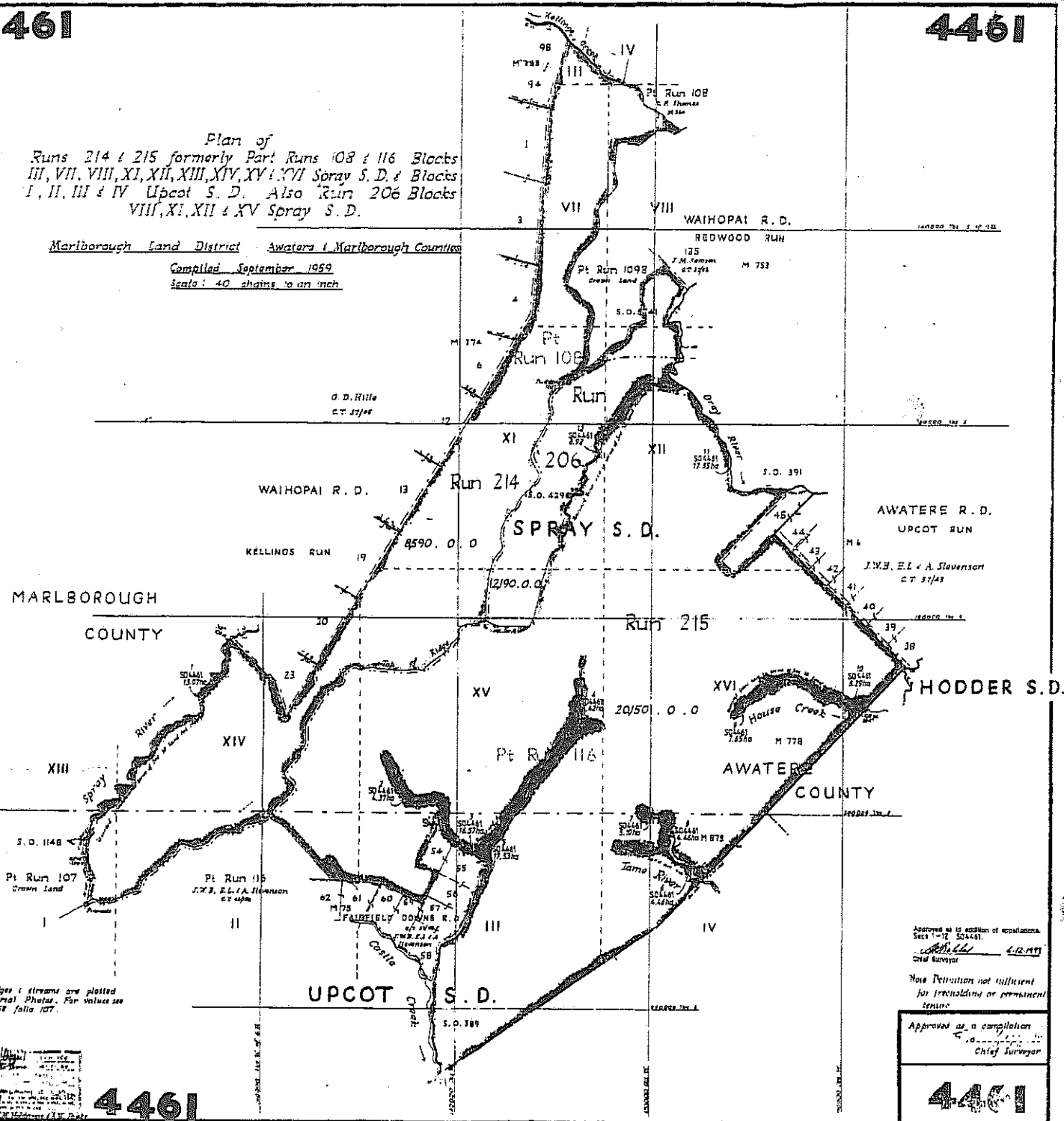
Property	1	Of	1	
If Crown land - Check Irrigation Maps.				N/A
Mining Maps				No mining interests are recorded in the National Mining Index.
If Road				
a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989				a) Crown Grant and Section 110A Public Works Act 1928.
b) By Proc				b) N/A
c) Plan No				c) N/A
Other Relevant Information				
a) Concessions - Advice from DOC or Knight Frank.				a) NIL
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998.				b) Subject to Part 9 Ngai Tahu Claims Settlement Act 1998.
c) Mineral Ownership				<p>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 Deed of Purchase.</p> <p>Contained (provide evidence):</p> <p>Formerly - Part Run 120, PR L 316 (1939) - Run 116, PR 317 (1940) which are the earliest leases available in the Land Transfer Office after the Nelson Waste Lands Regulations 1856 and the Marlborough Waste Lands Regulations 1863.</p>
d) Other Information				<p>d) - 1) : We note that Doc 168831 (Land Improvement Agreement) has not been noted on the current Certificate of title CT MB 6A/535. This Agreement is registered against the previous Lease CT 46/201. and should have been brought down onto the new CT when it was issued as this Agreement is still in place.</p> <p>- 2) SO 7112 (Sheet 2) defines the waterways protected pursuant to Section 24(9) Conservation Act 1987.</p>

Plan of
Runs 214 & 215 formerly Part Runs 108 & 116 Blocks
III, VII, VIII, XI, XII, XIII, XIV, XV & XVI Spray S. D. & Blocks
I, II, III & IV Upcot S. D. Also Run 206 Blocks
VIII, XI, XII & XV Spray S. D.

Marlborough Land District Awatere & Marlborough Counties

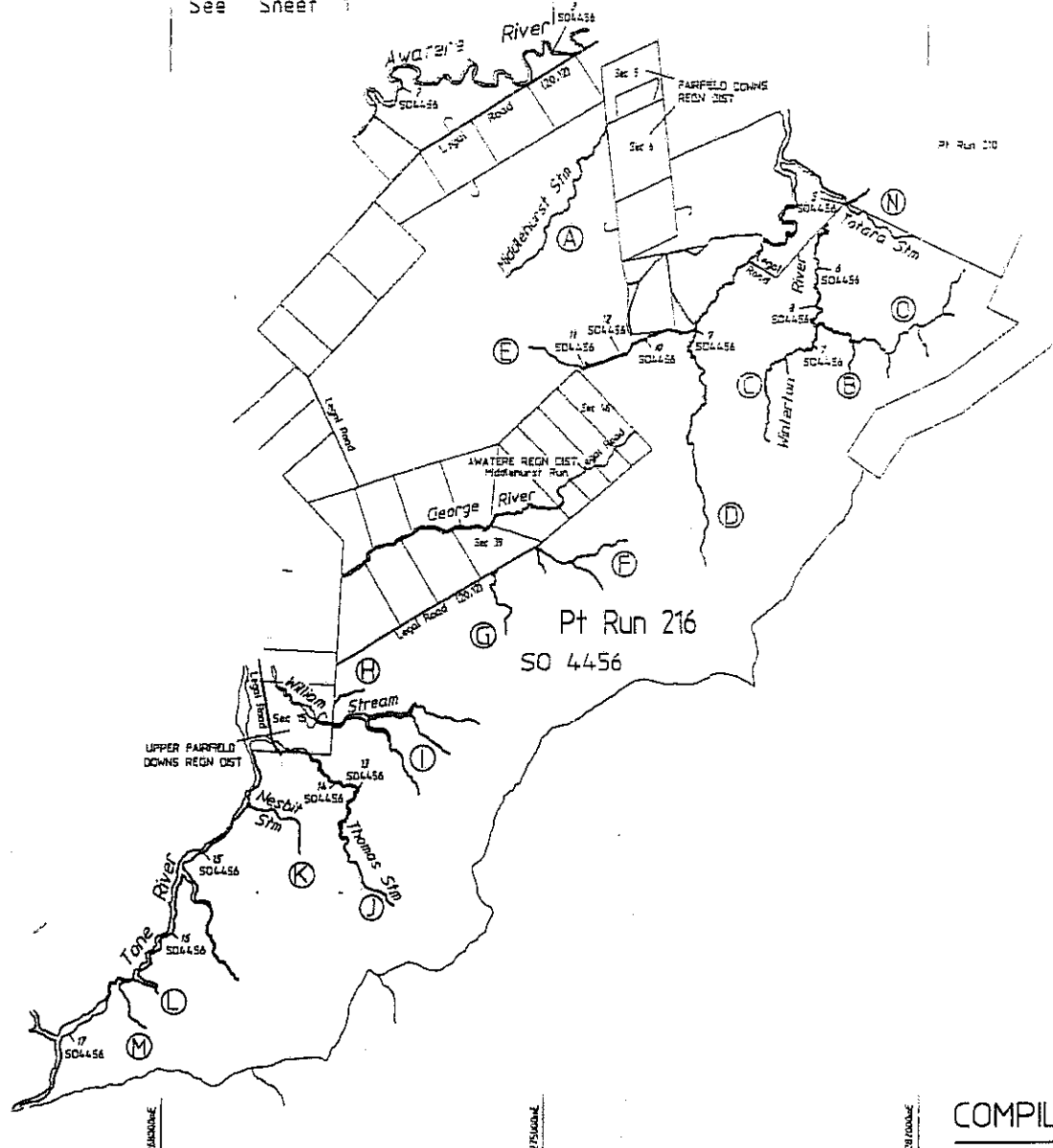
Compiled September 1959

Scale: 40 chains to an inch



RELEASED UNDER THE OFFICIAL INFORMATION ACT

See Sheet 1



Approvals

Streams shown labelled A - M will be subject to Section 24(9) Conservation Act 1987 (marginal strip) upon the renewal of the Pastoral Lease under the Land Act 1948

DATUM : GEODETIC 1949
CRCLIT : MARLBOROUGH
ORIGN : GOULTER HILL
706900mN 300000mE

Streams shown labelled A - M have been digitised from infomap 270 Topoplots.

Sections 2 - 17 SO 4456 are marginal strips by Section 24(3) of the Conservation Act 1987

Pastoral Lease No 20 encompasses Run 216 and Pt Run 216.
See Sheet 1 for streams within Run 216.

Total Area

Comprised in

I, Philip Outley SURVYOR,
Registered Surveyor and holder of an annual practicing certificate for me may act as a registered surveyor pursuant to section 21 of the Survey Act 1986 hereby certify that this plan has been made from surveys created by me or under my direction, that such plans and surveys are correct and have been made in accordance with the Survey Regulations 1977 or any regulations made in substitution thereof.

Dated at Marlborough this 29th day of April 1993 Signed P. Outley

Field Book No. Traveller Book No.
Reference Plans SO 4456

Examined 1993 21-4-93 Corrected 7-5-93

Approved for Record Purposes
7/5/1993 Chief Surveyor

Deposited this day of 19....

District Land Registrar

File 5108
Received 10/1/93
Dist. Ref. 7112

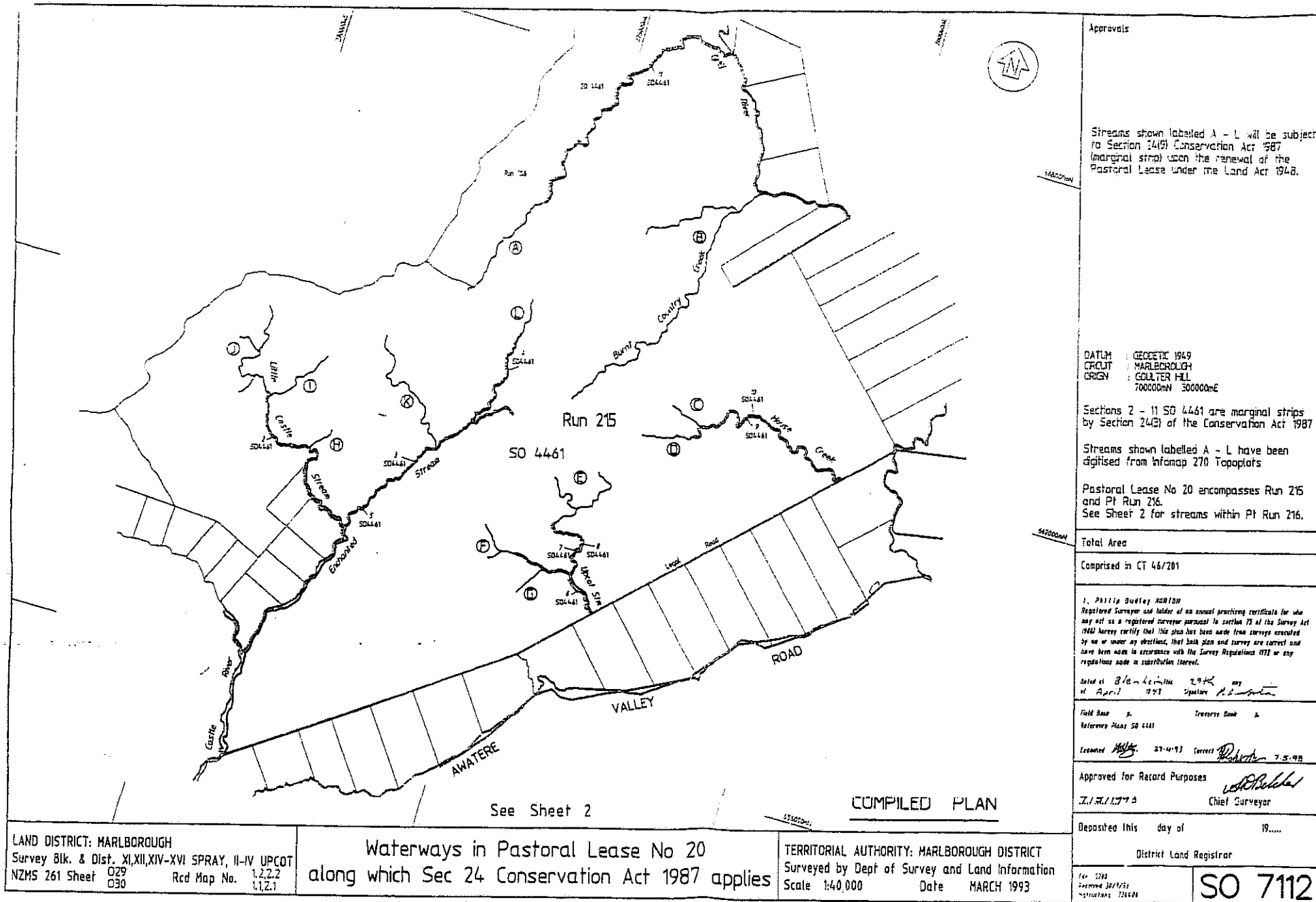
SO 7112

Sheet 2 of 2

LAND DISTRICT : MARLBOROUGH
Survey Blk. & Dist. TONE & VIX, XI TAPUAE-O-UENUKU
NZMS 261 Sheet 030 Rcd Map No. 1,1,2,2,1 & 2,2

Waterways in Pastoral Lease No 20
along which Sec 24 Conservation Act 1987 applies.

TERRITORIAL AUTHORITY : MARLBOROUGH DISTRICT
Surveyed by Dept of Survey and Land Information
Scale 1:60,000 Date March 1993



Approvals

Streams shown labelled A - L will be subject to Section 24(9) Conservation Act 1987 (marginal strip) upon the renewal of the Pastoral Lease under the Land Act 1948.

DATUM : GEODETIC 1949
 CRCT : MARLBOROUGH
 GRID : GDA 1984 M 300000mE

Sections 2 - 11 SO 4461 are marginal strips by Section 24(3) of the Conservation Act 1987

Streams shown labelled A - L have been digitised from Infomaps 270 Topoplots

Pastoral Lease No 20 encompasses Run 215 and Pt Run 216.
 See Sheet 2 for streams within Pt Run 216.

Total Area
 Comprised in CT 46/201

I, Phillip Dudley HARRISON
 Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 75 of the Survey Act 1948 hereby certify that this plan has been made from surveys executed by me or under my direction, that said plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at 18/04/1993 29th day of April 1993 Signature P. Harrison

Field Book A. Traverse Book A.
 Reference Plans SO 4461

Examined 27-4-93 Corrected 7-5-93

Approved for Record Purposes
 Z.I. 1.1.1.1.1.1.1 Chief Surveyor

Deposited this day of 19....
 District Land Registrar

For 2714
 Examine 30/1/93
 121404

SO 7112

Sheet 1 of 2

LAND DISTRICT: MARLBOROUGH
 Survey Blk. & Dist. XI, XII, XIV-XVI SPRAY, II-IV UPCOT
 NZMS 261 Sheet 029 Rcd Map No. 1.2.2.2
 030 1.1.1.1

Waterways in Pastoral Lease No 20
 along which Sec 24 Conservation Act 1987 applies

TERRITORIAL AUTHORITY: MARLBOROUGH DISTRICT
 Surveyed by Dept of Survey and Land Information
 Scale 1:40,000 Date MARCH 1993

S02952

Plan of Crown Land

or

UPCOT RUN

Included in Application by Edw. Green Esq.

for Pastoral Lease

under Marlborough Waste Lands Act 1867

originally Licensed to Clara McShane and to Chas. Ellis

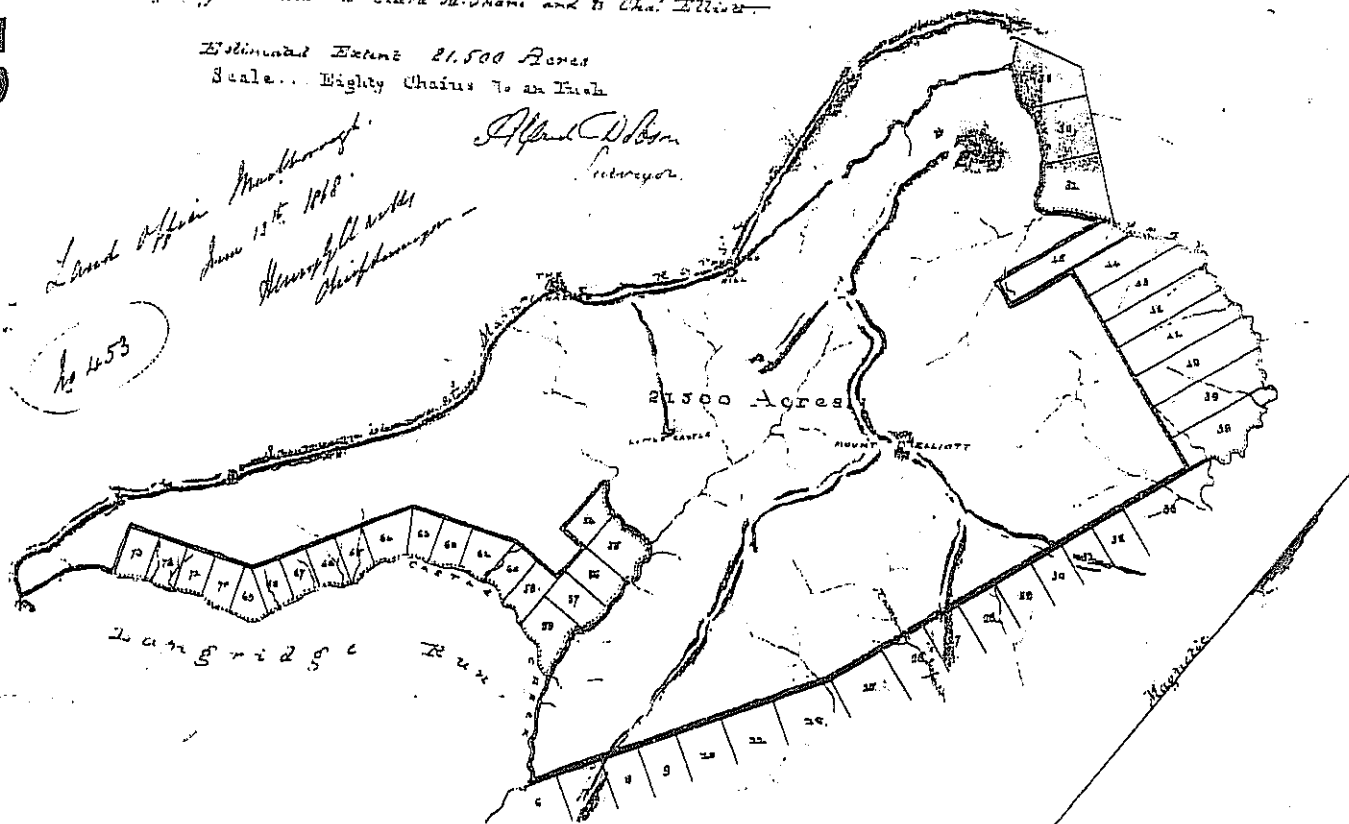
Estimated Extent 21,500 Acres

Scale... Eighty Chains to an Inch

Alfred Dobson
Surveyor

Land Office Marlborough
June 15th 1868
Henry J. L. Smith
Chief Surveyor

to 453



SL 2952

S02952



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



Search Copy

R. W. Muir
Registrar-General
of Land

Identifier MB6A/535
Land Registration District Marlborough
Date Registered 29 October 1997 09:48 am

Prior References
MB46/201

Type	Lease under s83 Land Act 1948	Term	33 years commencing on the 1st day of July 1993 effective from 1 January 1996
Area	8154.4157 hectares more or less		

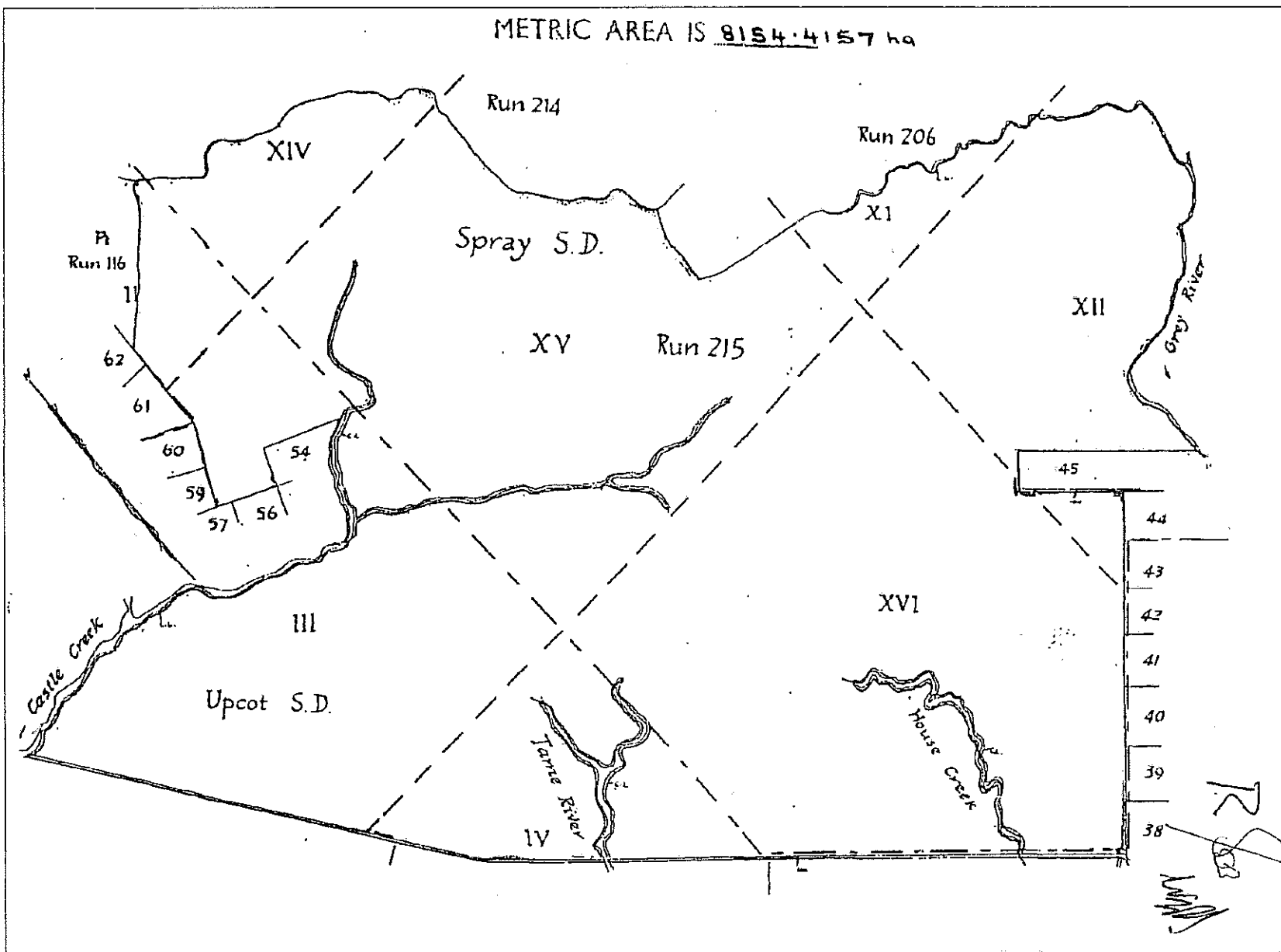
Legal Description Run 215

Proprietors
William John Page Stevenson

Interests

Asentifler

MB6A/535



Transaction Id
Client Reference upcot

Search Copy Dated 20/03/02 12:04 pm, Page 2 of 2
Register Only

L. & S.—B. 4

Former Ref. Vol. 46 fol. 201

L. & S. Ref. No. P 30

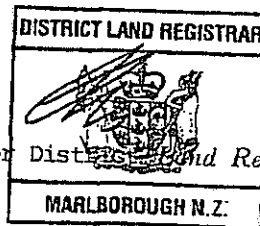
NEW ZEALAND

Entered in the Register-book, the

29th day of October

19 97 , at 9.48 o'clock.

REGISTER



No. 6A / 535

Pastoral Lease under the Land Act 1948

This Deed, made the 16 day of Feb 1996 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and WILLIAM JOHN PAGE STEVENSON of Upcot, Farmer

(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 and 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 parcel of land containing by estimation 8154.4157 hectares more or less, situated in the Land District of Marlborough III, and being Run 215, Blocks XI, XII, XIV, XV and XVI, Spray Survey District and Blocks II and IV, Upcot Survey District

as the same is more particularly delineated with bold black lines on the plan hereto attached together with the rights, attached

[Handwritten signature]

No. 6A / 535

easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised
 unto the Lessee for the term of 33 years, commencing on the 1st day of ¹⁹ together
 with the period between the date of this lease and the aforesaid 1st day of 19 **YIELDING**
 and paying therefor unto the Department of Lands and Survey at the annual
 rent of £ ^{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 £}
 (which has already been paid) and thereafter by half-yearly instalments of £ on the 1st
 day of January and the 1st day of July in each and every year.

AND the Lessee doth hereby covenant with the Lessor as follows:

1. THAT without derogating from or restricting the covenants contained and implied in this lease and on the
 part of the Lessee to be performed or complied with the Lessee will not at any time during the said term de-
 pasture on the land hereby demised more than ^{sheep which number shall not include more than}
 breeding ewes nor more than ^{cattle which number shall not include more than} breeding
 cows PROVIDED HOWEVER that the Lessee may with the prior written consent of the Land Settlement Board
 carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the
 right of the Land Settlement Board to revoke or vary such consent at any time.

2. That the Lessee will at all times farm the land hereby demised in a manner to promote soil conservation and
 prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1941.

AND it is hereby agreed and declared by and between the Lessor and Lessee:

THAT pursuant to the provisions of the Noxious Animals Act 1956 officers and employees of the New Zealand
 Forest Service and other authorised persons 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 Service is charged with the duty of ex-
 terminating or controlling, or for the purpose of destroying any such animals: Provided that such officers,
 employees and other authorised persons in the performance of the said duties shall at all times avoid undue
 disturbance of the Lessee's stock.

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pastoral
 land under section 66 of the Land Act 1948, and the provisions of the said Act and of the regulations made there-
 under 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 OF IMPROVEMENTS BELONGING TO THE CROWN


IN WITNESS whereof the Commissioner of Crown Lands for the said Land District, on behalf of the Lessor, has hereunto set
 his hand, and these presents have also been signed by the said Lessee.

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

Witness:

Occupation:

Address:


 Commissioner of Crown Lands

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

Witness:

Occupation:

Address:

Lessee.

easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of 33 years, commencing on the 1st day of July 1993 effective from 1 January 1996, YIELDING and paying therefor for the first 11 years of the said term unto the Commissioner of Crown Lands (or his appointed agent) the annual rent of \$2,625.00 (plus GST) 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 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 66 (4A) of the Land Act 1948. X

AND the Lessee doth hereby covenant with the Lessor as follows:

1. THAT without derogating from or restricting the covenants contained and implied in this lease and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the land hereby demised more than 2,000 dry sheep nor more than 70 dry cattle PROVIDED HOWEVER that the Lessee may with the prior written consent of the Commissioner of Crown Lands carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Commissioner of Crown Lands to revoke or vary such consent at any time.

2. THAT the Lessee will at all times farm the land hereby demised in a manner to promote soil conservation and prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1941.

AND it is hereby agreed and declared by and between the Lessor and Lessee:

3. THAT pursuant to the provisions of the Wild Animal Control Act 1977 any warranted officer thereunder and other authorised persons 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 Department of Conservation is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers, employees, and other authorised persons in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.

4. AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pastoral land under Section 66 of 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.

SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN

Nil.



IN WITNESS WHEREOF the parties have hereunto subscribed their name this
day of 16th February 1996.

SIGNED for and on behalf of HER MAJESTY)
THE QUEEN as Lessor by the Commissioner of)
Crown Lands in the presence of:)

Witness: [Signature]

[Signature]
Commissioner of Crown Lands

Occupation: LYNETTE PORTER
TEAM MEMBER
Address: NATIONAL OFFICE
DEPARTMENT OF SURVEY
& LAND INFORMATION
WELLINGTON

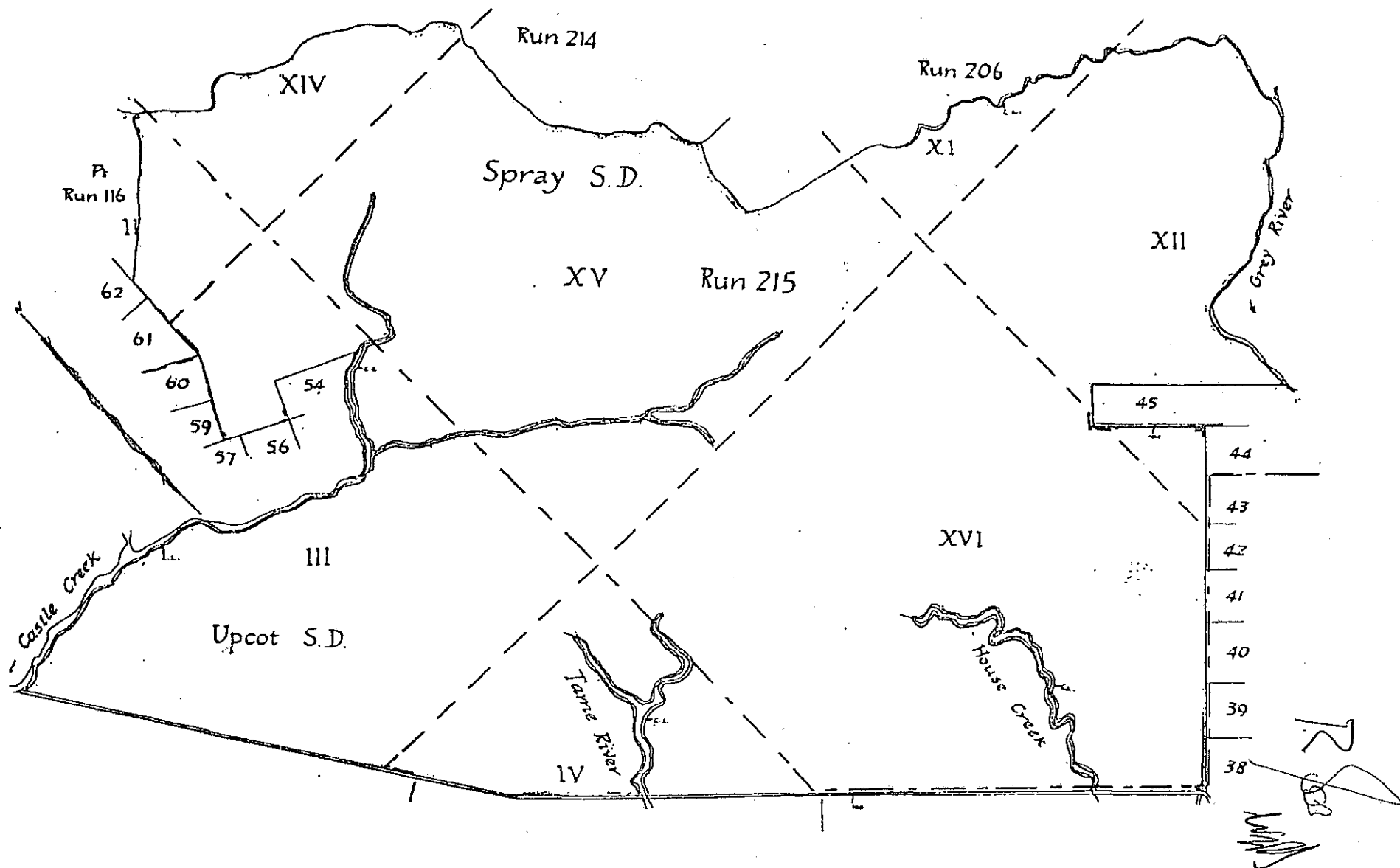
SIGNED by the said WILLIAM JOHN PAGE)
STEVENSON as Lessee in the presence of:)

Witness: [Signature]
LYNETTE PORTER
Occupation: TEAM MEMBER
NATIONAL OFFICE
Address: DEPARTMENT OF SURVEY
& LAND INFORMATION
WELLINGTON

[Signature]
Lessee

P. J. RADICH
Solicitor
Blenheim

METRIC AREA IS 8154.4157 ha



5.48 29.JUL.197 193902.3
PARTICULARS EN. RED TO
LAND REGISTRY MARLBOROUGH

