

Crown Pastoral Land Tenure Review

Lease name : UPPER LAKE HERON

Lease number : PC 025

Due Diligence Report (including Status Report) - Part 4

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

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

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

July 09



Upper Lake Heron Tenure Review

PASTORAL LEASE STATUS CHECK
CONTRACT: 50269

*Opus: an accomplished work,
a creation, an achievement.*

**OPUS INTERNATIONAL CONSULTANTS LIMITED
CHRISTCHURCH OFFICE**

APPENDIX B

Project Number : 6NL.12746.TR

This report has been prepared on the instruction of Land Information New Zealand in terms of **Contract No : 50269 (as yet undated)** and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Upper Lake Heron Tenure Review				LIPS Ref: 12746
Property	1	of	1	

Land District	Canterbury
Legal Description	Part Run 117 situated in Blocks IV and VIII Ramsey, V VI IX X XI XIII XIV and XV Whitcombe, I II III IV VI VII VIII XI and XII Heron and V and IX Somers Survey Districts.
Area	18496.4454 hectares.
Status	Crown land subject to the Land Act 1948.
Instrument of title / lease	Pastoral Lease CL CB529/29 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal No. 845457.1.
Encumbrances	Subject to: 1) T 862 Agreement (recorded 22 May 1947) between R.C. Todhunter (former lessee) and the Canterbury Mountaineering and Tramping Club Inc. 2) Part IVA of the Conservation Act 1987, upon disposition.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	8 October 2001.
[Certification Attached]	Yes

Prepared by	Don McGregor
Crown Accredited Supplier	McGregor Property Services Limited, Christchurch for and on behalf of Opus International Consultants Limited

Certification:

Pursuant to section 11(1)(i) 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: 17/10/2001

.....
R Moulton, Chief Surveyor, (Canterbury)
Land Information New Zealand, Christchurch

LAND STATUS REPORT for Upper Lake Heron				LIPS Ref 12746	
Tenure Review					
Property	1	of	1		

Notes:	T862 is not held in the Registry and despite efforts to do so (including searching at Archives) it has not been located.
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Tenur Review					
Property	1	of	1		

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Data Correct as at	8 October 2001.
[Certification Attached]	Yes.

Prepared by	Don McGregor
Crown Accredited Supplier	McGregor Property Services Limited, Christchurch for and on behalf of Opus International Consultants Limited

Certification:

Pursuant to section 11(1)(f) 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: 17/10/2001

.....
R Moulton, Chief Surveyor, (Canterbury)
Land Information New Zealand, Christchurch

CERTIFICATION

Report to the Chief Surveyor, Christchurch, for certification of a Status Investigation for the UPPER LAKE HERON Pastoral Lease Tenure Review.

1. I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Opus International Consultants Limited, certify that the status report enclosed for certification is in order for signature.
2. In giving this certification I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Opus International Consultants Limited, undertake that the status report has been completed in compliance with all relevant policy instructions and in particular, OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.



D McGregor
McGregor Property Services Limited
Accredited Supplier
3 October 2001



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



Historical Search Copy


R. W. Muir
Registrar-General
of Land

Identifier CB529/29
Land Registration District Canterbury
Date Registered 15 June 1952 02:29 pm

Part-Cancelled

Type	Lease under s83 Land Act 1948	
Area	18534.6024 hectares more or less	Term Thirty three years commencing on the first day of July 1952 and renewed for a term of 33 years commencing 1.7.1985

Legal Description Run 117

Original Proprietors
Cleardale Holdings Limited

Interests

Partial surrender of the within lease as to Section 1 SO 18966 (38.1570 ha) - 7.8.1996 at 10.41 am
 T862 Agreement between Robert Charlton Todhunter and The Canterbury Mountaineering and Tramping Club Inc. Approved by the Canterbury Land Board on 10th May 1947 and recorded 22nd May 1947
 963465A Certificate of Alteration varying the terms of the within lease - 21.6.1974 at 2.15 pm
 845457.1 Variation of Lease and renewal for the term of 33 years commencing 1.7.1985 - 21.12.1989 at 11.31 am
 A49266.1 Notice of Appellation whereby part of the within land (38.1570 ha) is now known as Section 1 SO 18966 - 3.5.1993 at 9.15 am

Pastoral Licence No. 0-7

NEW ZEALAND

CANTERBURY LAND DISTRICT



LAND REGISTER ACT 1915

in the Register-book, Vol. 529 fol. 29

19... day of ...

19... at ...

Land Registrar

35 Sheets

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P.35.



This Deed, made the first day of March, one thousand nine hundred and fifty-two between His Majesty the Queen (who, with her heirs and successors, is hereinafter referred to as "the Lessee") and JOSEPH ROBERT TOSHUNTER (who, with his heirs and successors, is hereinafter referred to as "the Lessor")

of Blackford, Roxula, in the Dominion of New Zealand, Sheepfarmer (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessor"), 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 Lessor All that parcel or parcel of land containing by admeasurement Forty thousand and sixty-five (40,065) acres, more or less, roads and paths, a little more or less, situated in the Land District of Canterbury, and being Run 117 (Lake Heron) situated in Whitcombe, Heron, Somers and Ramsay Survey Districts

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein contained and 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

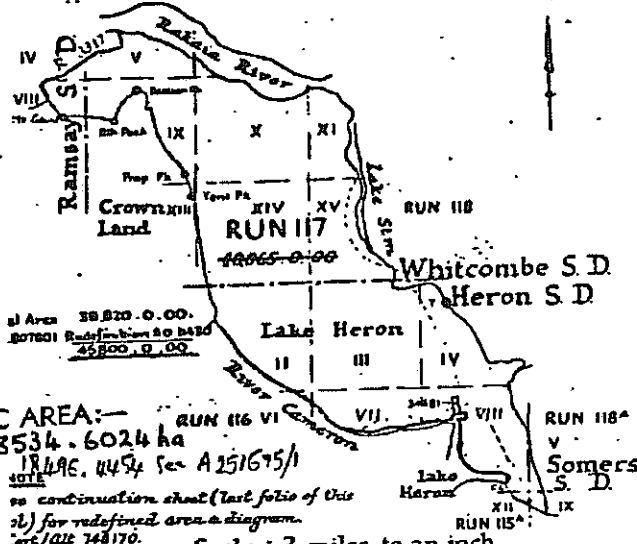


Image Quality due to Condition to Original

METRIC AREA: Area 18534.6024 ha Reduced to 18496.4454 ha Area 251675/1

- 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 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 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 five 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, 1922.
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, 1926.
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, cut, 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 purposes 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, 1922, burn any haystack, scrub, fern, or grass on the said land, nor permit any haystack, 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 pigs, 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:
(1) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
(2) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1915) 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 area of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any buildings 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 purposes on the said land, but not otherwise.
(3) 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, 1915, 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 mineral thereof and all provisions ancillary or in relation thereto.

112

529/29

- (4) THAT the Lessee shall have no right of acquiring the freehold of the said land.
- (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,
 - (a) Cultivate any portion of the said land for the purpose of growing winter food for the stock depastured thereon;
 - (b) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (c) Plough and sow in grass any portion of the said land;
 - (d) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (e) Suffer any 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 clover and grasses to the satisfaction of the Commissioner.

80 Below

AND THAT the Lessee shall maintain the said land and shall not encumber it, 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 prior consent of the Commissioner, and the number of sheep to be depastured on the said land during the summer months shall not exceed the prior consent of the Commissioner.

(6) 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 to comply with the provisions and conditions herein expressed or implied in the settlement of the Land Settlement Board or the Commissioner, as the case may be, or shall 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 114 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.

(7) THAT these provisions 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 lease shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

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: L.V. Day
 Occupation: Land Office Clerk
 Address: Christchurch

[Signature]
 Assistant Commissioner of Crown Lands

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

Witness: [Signature]
 Occupation: [Signature]
 Address: Christchurch

[Signature]
 Lessee

80/10-1948

80 (1) 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 4400 during the winter months or 5600 during the summer months (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved) and the number of cattle does not exceed 100, 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 a trans- Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

T 868 Agreement between Robert Clouston
 Solicitor of Palmer and the Canterbury
 Surveyors and Land Surveying Club, Inc.
 approved by the Canterbury Land Board
 on the 15th May 1947 and recorded
 at 1.51 p.m.

383968 Mortgage Joseph [Signature] to
 [Signature] 2 -
 September 1943

Under 508215 Joseph Robert Toddhunter & Duncan
 Bruce of Glasgow, Robert George Shepperson Russell & R.
 Mitchell of Christchurch Public Auctioneers and Rose Evelyn
 Toddhunter wife of the said Joseph Robert Toddhunter produced 16/1
 at 1.51 p.m.

Mortgage 508216 to above [Signature] of New Zealand
 produced 16/9/1957 at 1.51 p.m.
 Transmissions 614023 to the above named Lancelot Leonard
 Lessor and Rose Evelyn Toddhunter as Survivors dated 28/1/1963 at 2.45 p.m.

Transfer 614024 to the above named Duncan Leonard &
 Rose Evelyn Toddhunter and Peter Wynne Williams
 of Christchurch Solicitors - 28/1/1963 at 2.46 p.m.

748770 Certificate of Alteration altering the area
 of the above described land by re-definition to 38,320 acres
 - 3. 10. 1948 at 2.0 p.m.


207801 Certificate of Alteration certifying
 the correct area of the within lease, by
 re-definition, in now 45,800 acres - 7/9/1970
 at 2.38 p.m.

ENTERED IN ERROR.

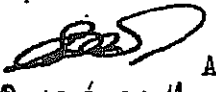
THIS REPRODUCTION (ON A REDUCED SCALE)
 CERTIFIED TO BE A TRUE COPY OF THE
 ORIGINAL REGISTER FOR THE PURPOSES OF
 SECTION 215A LAND TRANSFER ACT 1952.
[Signature] A.L.R.

Handwritten notes:
 15/1/57
 18/6/57
 22/1/63
 10/1/63

No. 3465A Certificate of Alteration
varying the terms of the within lease
- 21.6.1974 at 2.15 p.m.


A.L.R.

Transfer 963470 to J.R. Todhunter &
Sons Limited at Christchurch - 21.6.1974
at 2.15 p.m.


A.L.R.


Mortgage 316269/1 to Agricultural Banking and
Finance Corporation 10.3.1981 at 9.43 a.m.
876921 DISCHARGED
21 MAY 1989
Mortgage 10/1981


for A.L.R.

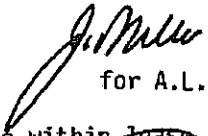
No. 845457/1 Variation of Lease and renewal
for the term of 33 years commencing 1.7.1985
- 21.12.1989 at 11.31am


for A.L.R.

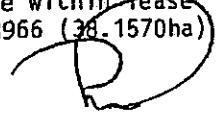
No. A49266/1 Notice of Appellation whereby
part of the within land (38.1570 ha) is now
known as Section 1 SO 18966 - 3.5.1993 at
9.15am


for A.L.R.

No. A225828/1 Change of Name of the above
proprietor to Cleardale Holdings Limited -
15.3.1996 at 11.06am


for A.L.R.

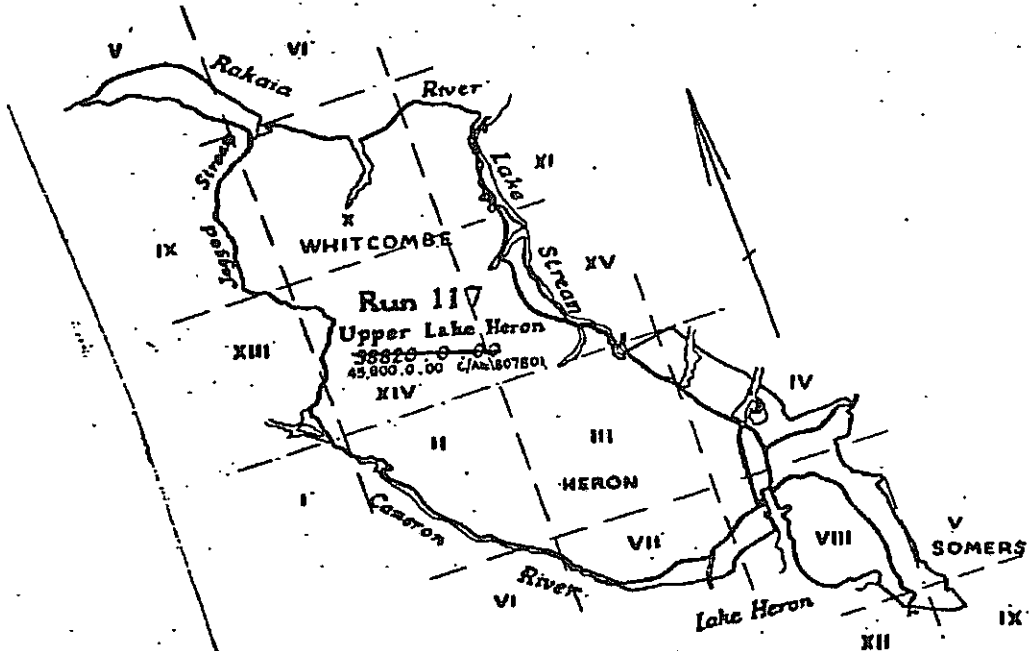
Partial Surrender of the within lease
as to Section 1 S.O. 18966 (38.1570ha)
- 7.8.1996 at 10.41am


for A.L.R.

529/29

Continuation Sheet Vol 529/29

This is to certify that the area of land included in the above-mentioned lease has altered by re-definition on S.O. 11074L. The correct area is now 24,000 acres.



Scale: 2 miles = 1 inch S.O. 11074L
I witness my hand, this 2nd day of September 1962

[Signature]
Commissioner of Crown Lands



MEMORANDUM OF RENEWAL


HER MAJESTY THE QUEEN

Lessor

J R & TODHUNTER AND SONS LTD

Lessee

Particulars entered in the Register on
DISTRICT LAND REGISTRAR.
Date and at the time recorded below:


District
CANTERBURY, N Z
Assistant Land Registrar

Land Corporation Limited
CHRISTCHURCH

11.31 21.DEC89 C 845457
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST. LAND REGISTRAR.....

IN THE MATTER of the Land Transfer Act
1952 and the Land Act 1948

AND

IN THE MATTER of Pastoral Lease P25
registered in Volume 529,
folio 29, Canterbury Land
Registry, from HER
MAJESTY THE QUEEN to J R
TODHUNTER AND SONS
LIMITED at Christchurch

Pursuant to Section 170 of the Land Act 1948, the term of the above-mentioned
lease registered in Volume 529, folio 29, Canterbury Land Registry, is renewed
for a term of 33 years commencing on the 1st day of July 1985. 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 therefore for the first 11 years of the said term unto
Land Corporation Limited at Christchurch, the annual rent of \$4401.00
(exclusive of GST) calculated on a Rental Value of \$293,400.00 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 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 name this
18th day of DECEMBER 1989.

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN pursuant)
to a Deed lodged with the District)
Land Registrar as No. 686366/1 by)
LAND CORPORATION LIMITED by its)
Attorney DIANE FITZHARDING-JONES)
in the presence of;)

LAND CORPORATION LIMITED by its
Attorney



Witness: [Signature]

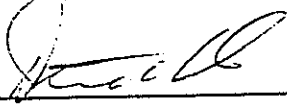
Occupation: Principal Officer

Address: Landcorp Christchurch

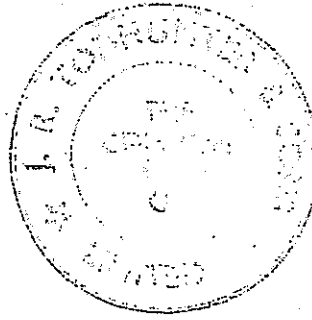
THE COMMON SEAL of J R TODHUNTER)
AND SONS LIMITED was hereunto)
affixed in the presence of:)



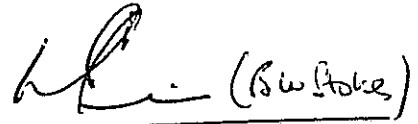
Director



Secretary



Correct for the purposes of the Land Transfer Act.



Solicitor for the Lessee

Particulars entered in the Register at the date and at the time recorded below.



9.15 03.NW93 A 049266 / 1

DISTRICT LAND REGISTRAR



Your Reference:

Our Reference: 6750-01

For verbal enquiries please ask for: Mr King

State Insurance Building
116 Worcester Street
Private Bag 4721
Christchurch
Phone (03) 379-9793
Fax (03) 366-6422

30 April 1993

The District Land Registrar
Land and Deeds Registry
Private Bag
CHRISTCHURCH

CHANGE OF APPELLATION

Attached herewith changes of appellation for April 1993.

Could you please memorialise your records as applicable.

P M King
for District Manager/Chief Surveyor

Encl

All correspondence to be addressed to the District Manager/Chief Surveyor

File: 6275-07-03

CHANGE OF APPELLATION

Description of Land: Section 1.50. 18966 situated in block VIII
Heron Survey District

Area: 38.1570 ha

Territorial Authorities: Ashburton District Council

Former Appellation (Including Status):

Formerly part of Run 117,
Crown Land contained in Pt CL 529/29

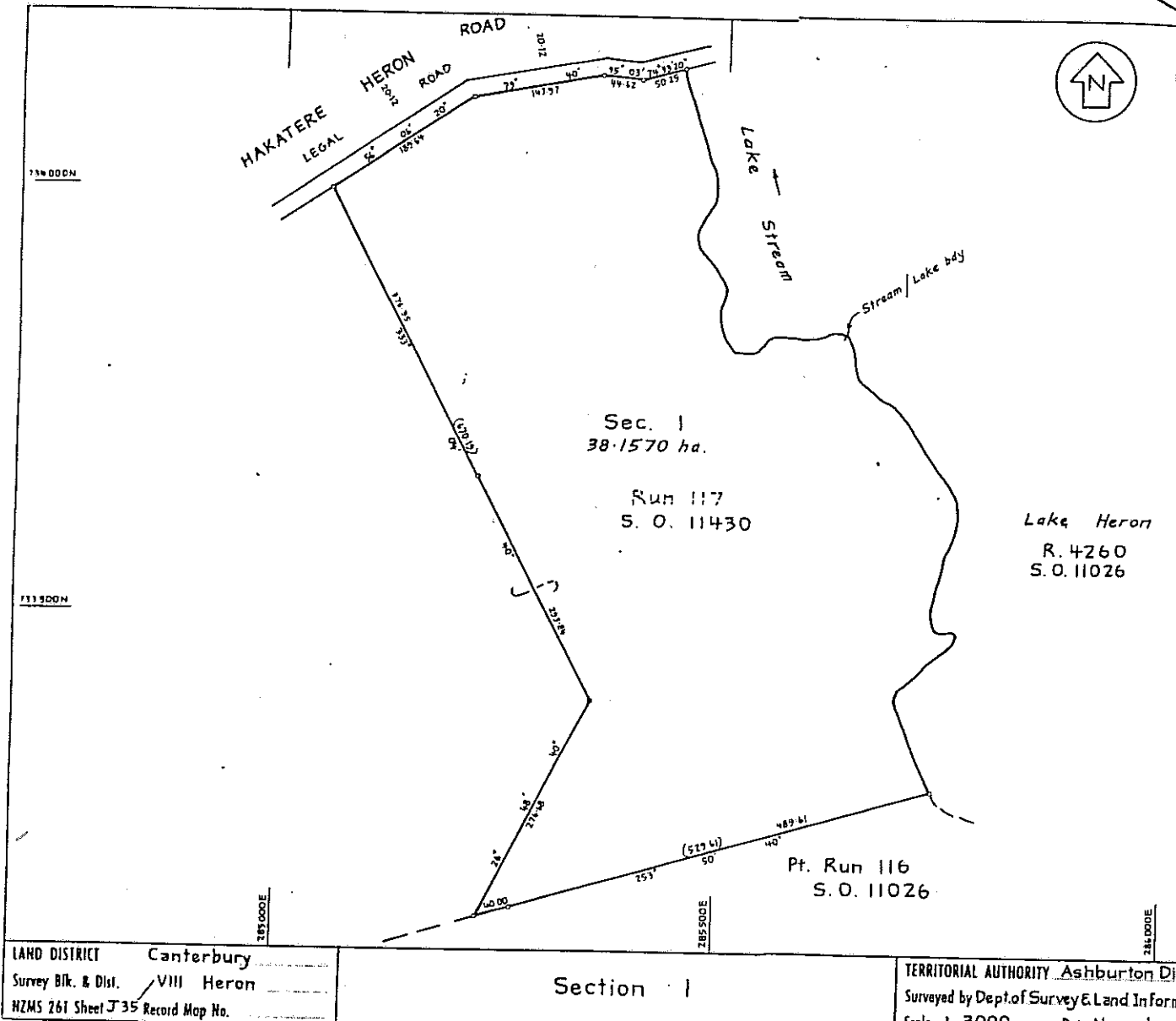
Purpose of Alteration:

Surrender of Lease and Gazetteal as a Government Purpose
(Wildlife Management) Reserve.

Prepared by: GEA 26/4/93

Checked by: P.M. King 26/04/93





APPROVED
Regional Commissioner
Department of Land

Spencer Ltd.
Land Corporation Ltd.

Re: Ted Hunter
J.R. Todhunter & Sons Ltd.



Total Area 38.1570 ha.

Comprised in Pt. C.L. 529/29

BRIAN DARRYL ANDERSEN
Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1964 hereby certify that this plan has been made from surveys executed by me or under my direction, that such 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 *Christchurch* this *3rd* day of *December* 1992. Signature *B. Andersen*

Field Book 3358 p. 22-28 Traverse Book

Reference Plans S.O. 11430, 11026; Topo 96

Examined *T. Robinson* Correct

Approved as to Survey
33/4/93 Deputy Chief Surveyor
R. Neill Chief Surveyor

Deposited this _____ day of _____ 19__

District Land Registrar

File 6275-07-03
Received 19. 1. 93
Instructions 86038C

5018966

LAND DISTRICT Canterbury
Survey Bk. & Dist. VIII Heron
NZMS 261 Sheet J35 Record Map No.

Section 1

TERRITORIAL AUTHORITY Ashburton District
Surveyed by Dept. of Survey & Land Information
Scale 1:3000 Date November 1992.

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

6275-07-03

6700-07

File: 6700-03

CHANGE OF APPELLATION

Description of Land: Sections 1-3 SO 18941 situated in Block 11 Alford Survey District.

Area: See below

Territorial Authorities: Ashburton District Council

Former Appellation (Including Status):

Section 1 SO 18941 Area 15.2338ha

Formerly, Pt RS 37198, Parts Reserve 3119, A transferred Road and Part RS 37398

Crown land by Pt S27 ROLD Act 1950, Pt S2 ROLD Act 1980, Gazette 1989 p 3016 (Pt 6N 817635/1) and Pt Gazette 1985 p 3515 (Pt 6N 565412/1)

Section 2 SO 18941 Area 37.9869

Formerly, Parts Reserve 3119, A transferred Road, Pt Run 103, Part RS 37398 and Part RS 37198

Crown land by Part Gazette 1989 p 3016 (Pt 6N 817635/1) Pt S2 ROLD Act 1980, Part S27 ROLD Act 1950, Gazette 1985 p 3515 (Pt 6N 565412/1)

Section 3 SO 18941 Area 32.2851ha

Formerly, Parts Reserve 3119, Part RS 37198, A transferred Road, Pt Run 103, Pt RS 37398 and Crown land

Crown land by Part Gazette 1989 p 3016 (Pt 6N 817635/1) Pt S2 ROLD Act 1980, Pt S27 ROLD Act 1950 and Part Gazette 1985 p 3515 (Pt 6N 565412/1)

Purpose of Alteration:

Issue of title

Prepared by: J Robinscote 23/3/93 Checked by: P.M. King 30/03/93



MEMORANDUM OF PARTIAL SURRENDER

IN THE MATTER of the Land Transfer Act 1952

AND

IN THE MATTER of the Land Act 1948 and its Amendments

AND

IN THE MATTER of Pastoral Lease No. P25 under the Land Act 1948 of ALL that piece of land situated in the Canterbury Land District, containing 18534.6024 hectares, more or less, being Section 1 Survey Office Plan 18966 and Part Run 117 situated in Whitcombe, Heron, Somers and Ramsay Survey Districts, and being the whole of land comprised and described in the aforesaid Pastoral Lease recorded in Register book, Vol 529 Folio 29 Canterbury Registry.

CLEARDALE HOLDINGS LIMITED, the Lessee under the abovementioned lease DO HEREBY SURRENDER in terms of Section 145 of the Land Act 1948, all our estate and interest as such lessee in all that piece of land containing 38.1570 hectares being Section 1 Survey Office Plan 18966 situated in Block VIII Heron Survey District AND CLEARDALE HOLDINGS LIMITED AGREE AND DECLARE THAT all and singular the covenants conditions and agreements of the said recited lease expressed and/or implied shall continue in force in respect of the residue of the land henceforth comprised therein as fully and effectually as if such residue of the said land above had originally been comprised therein AND CLEARDALE HOLDINGS LIMITED HEREBY FURTHER AGREE AND DECLARE that the said surrender shall take effect from the 1st day of July 1994

DATED at Christchurch this 14 day of July 1996

THE COMMON SEAL of CLEARDALE)
HOLDINGS LIMITED)
was HEREUNTO AFFIXED in the)
presence of:)

[Signature]
Director
3 W Stokes

[Signature]
PAUL J. DORRANCE

THIS IS TO CERTIFY for the purposes of Section 113 of the Land Act 1948 that from the first day of July 1994, the land referred to in the above Memorandum of Partial Surrender was excluded from the land comprised in Lease No. P25

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

[Signature]
Commissioner of Crown Lands

Witness: [Signature]

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

SCHEDULE

(Land remaining in Lease)

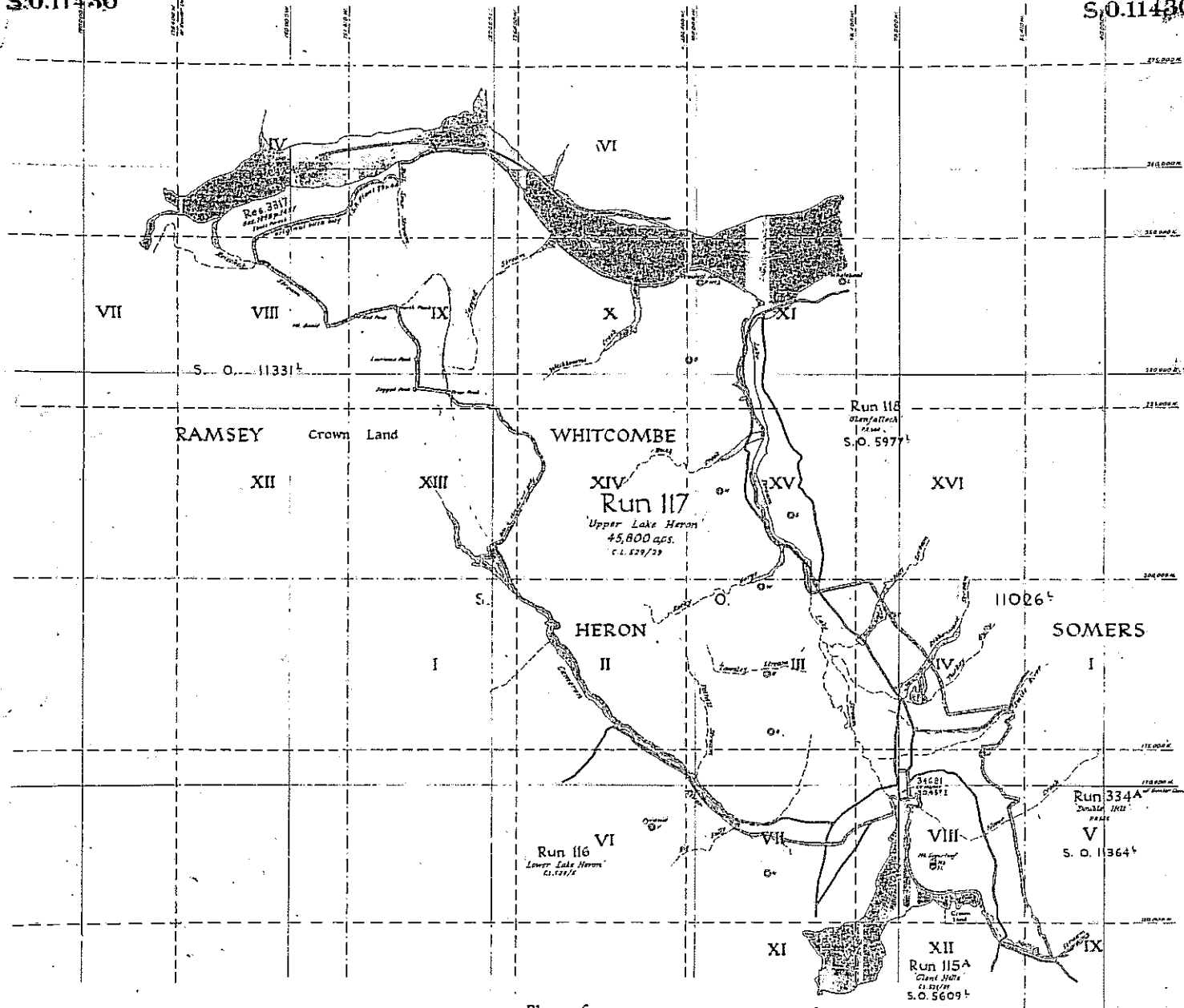
Part Run 117
situated in Whitcombe, Heron, Somers and
Ramsay Survey Districts
Area: 18496.4450 hectares

Correct for the purposes of the Land Transfer Act.

[Signature]
Solicitor for Lessor

S.O.11430

S.O.11430



Plan of
Redefinition of Run 117
'Upper Lake Heron'
 Canterbury Land District, Ashburton County
 May 1970
 Scale: 60 chains to an inch

Note: Rivers and streams over 10' wide and lakes, are subject to a 1 chain strip pursuant to Sec. 58, Land Act 1948

Received - E. Douglas - S. O. 11430
 File No. - 5.815
 Instructions - 5.815
 Reference Plans 3210216, 10411, 2232, 10145
 Field Book - P. 20
 Transvers Book - P. 20
 Examined by - S. D. Gull - C.A. 218
 Approved - 22/5/70
 Plan is open for Approval - 22/5/70

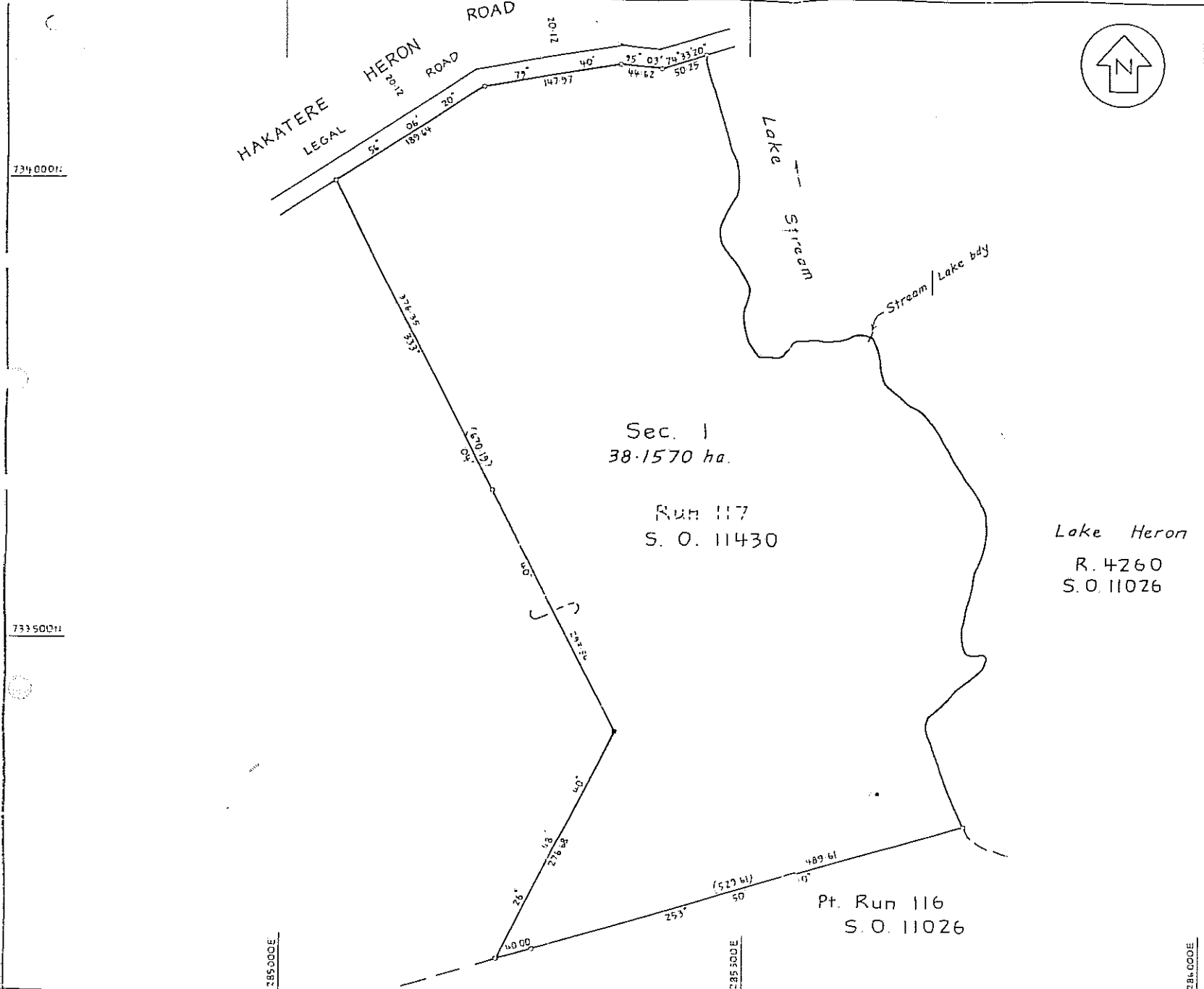
Roads coloured Burnt Sienna are Legal by Sec 110^A P.W. Act 1929.

Approved: *[Signature]*
 Chief Surveyor 30/5/70

S.O.11430

11430

RELEASED UNDER THE OFFICIAL INFORMATION ACT



Approvals

Approved as to Layout
M. J. Bealby
 Regional Conservator
 Department of Conservation

J. R. Todhunter
 Land Corporation Ltd.

R. Todhunter
 J. R. Todhunter & Sons Ltd.



Sec. 1
 38.1570 ha.

Run 117
 S. O. 11430

Lake Heron
 R. 4260
 S. O. 11026

Pt. Run 116
 S. O. 11026

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Total Area 38.1570 ha.
 Comprised in Pt. C.L. 529/29

BRIAN DARRYL ANDERSEN
 Registered Surveyor and holder of an annual practicing certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1985) hereby certify that this plan has been made from surveys executed by me or under my directions, that both 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 *Dunedin* this *3rd* day of *December* 1992 Signature *B. Andersen*

Field Book 2328 p. 22-28 Traverse Book p. 5
 Reference Plans S.O. 11430, 11026; Topo 96

Examined *T. Robinson* Correct

Approved as to Survey
J. R. Neullo
 23/11/93 Deputy Chief Surveyor

Deposited this day of 19
 District Land Registrar

File 4275-07-03
 Received 19. 1. 93
 Instructions 860385

5018966

LAND DISTRICT Canterbury
 Survey Blk. & Dist. VIII Heron
 NZMS 261 Sheet J35 Record Map No.

Section 1

TERRITORIAL AUTHORITY Ashburton District
 Surveyed by Dept. of Survey & Land Information
 Scale 1:3000 Date November 1992

PROPERTY 2 of 2

Appendix A – Land Status Report

**OPUS INTERNATIONAL CONSULTANTS LIMITED
CHRISTCHURCH OFFICE**

APPENDIX A2

Project Number 6NL.12746.TR.

This report has been prepared on the instruction of Land information New Zealand in terms of **Contract No. 50269 (as yet undated)** and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Upper Lake Heron Tenure Review (Freehold)	LIPS Ref: Not Applicable
Property 2 of 2	

Land District	Canterbury.
Legal Description	Rural Section 34681, situated in Block VIII, Heron Survey District.
Area	20.2342 hectares.
Status	Freehold land held by Cleardale Holdings Limited.
Instrument of title / lease	CT CB22B/536.
Encumbrances	Nil.
Mineral Ownership	The Mines and Minerals are owned by the freehold owners.
Statute	Not applicable.

Data Correct as at	24 October 2001
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Prepared by Crown Accredited Supplier	Don McGregor, McGregor Property Services Limited, Christchurch for and on behalf of Opus International Consultants Limited
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NOTES: This information does not affect the status of the land but was identified as possible requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6	Not applicable.
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LAND STATUS REPORT for Upper Lake Heron Tenure Review (Final)	LIPS Ref Not Applicable
Property 2 of 2	

Research Data: Some Items may not be applicable

SDI Print Obtained	Yes.
NZMS 261 Ref	J 35.
Local Authority	Ashburton District Council
Crown Acquisition Map	Not applicable
SO Plans	S.O. 4592 – Plan of Application for Rural Section 34681 (Approved September 1889).
Relevant Gazette Notices	Not applicable.
CT Ref / Lease Ref	CT CB22B/536.
Legalisation Cards	Not applicable.
CLR	Not Crown land.
Allocation Maps (if applicable)	Not applicable.
VNZ Ref – if known	Not known.
Crown Grant Maps	S.O.4592.
If Subject Land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) Not applicable. b) Not applicable. c) Not applicable.
If Crown land – Check Irrigation Maps	Not Applicable.
Mining Maps	Not Applicable.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ 1989 b) By Proc	a) Not applicable. b) Proc Plan Not applicable. c) Gazette Ref Not applicable.
Other relevant information a) Concessions – Advice from DOC or Knight Frank.	a) Not applicable.

<p>b) Subject to any provisions of Ngai Tahu Claims Settlement Act 1998</p> <p>c) Mineral Ownership</p> <p>d) Other Info</p>	<p>b) Not applicable.</p> <p>c) Remains with CT CB22B/536.</p> <p>d) Not applicable.</p>
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**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Historical Search Copy


R. W. Muir
Registrar-General
of Land

Identifier CB22B/536
Land Registration District Canterbury
Date Issued 17 March 1981

Prior References
CB142/140

Estate Fee Simple
Area 20.2342 hectares more or less
Legal Description Rural Section 34681
Original Proprietors
Cleardale Holdings Limited

Interests

No. 22B / 536

Land and Deeds 69

References

Prior C/T 142/140

Transfer No.

N/C. Order No. 316557/1



REGISTER

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate dated the 17th day of March one thousand nine hundred and eighty-one under the seal of the District Land Registrar of the Land Registration District of CANTERBURY

WITNESSETH that J.R. TODHUNTER & SONS LIMITED at Christchurch

is seised of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be the several admeasurements a little more or less, that is to say: All that parcel of land containing 20.2342 hectares or thereabouts situated in Block VIII in the Heron Survey District being Rural Section 34681



Subject to:

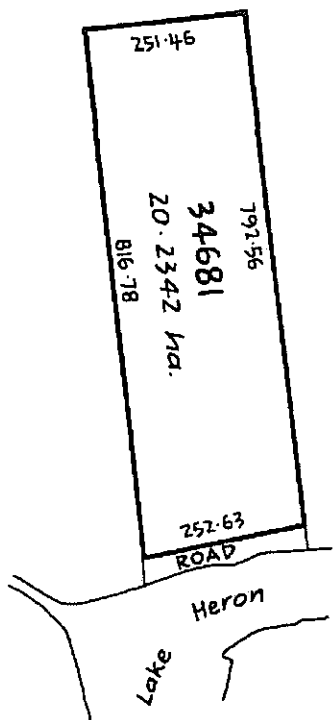
Mortgage 316269/1 in the Public Banking and Finance Corporation No. 671981 at 9.43 a.m. 876921

DISCHARGED 21 MAY 1990

FOR A.L.R.

No. A225828/1 Change of Name of the above proprietor to Cleardale Holdings Limited - 15.3.1996 at 11.06am

Signature for A.L.R.



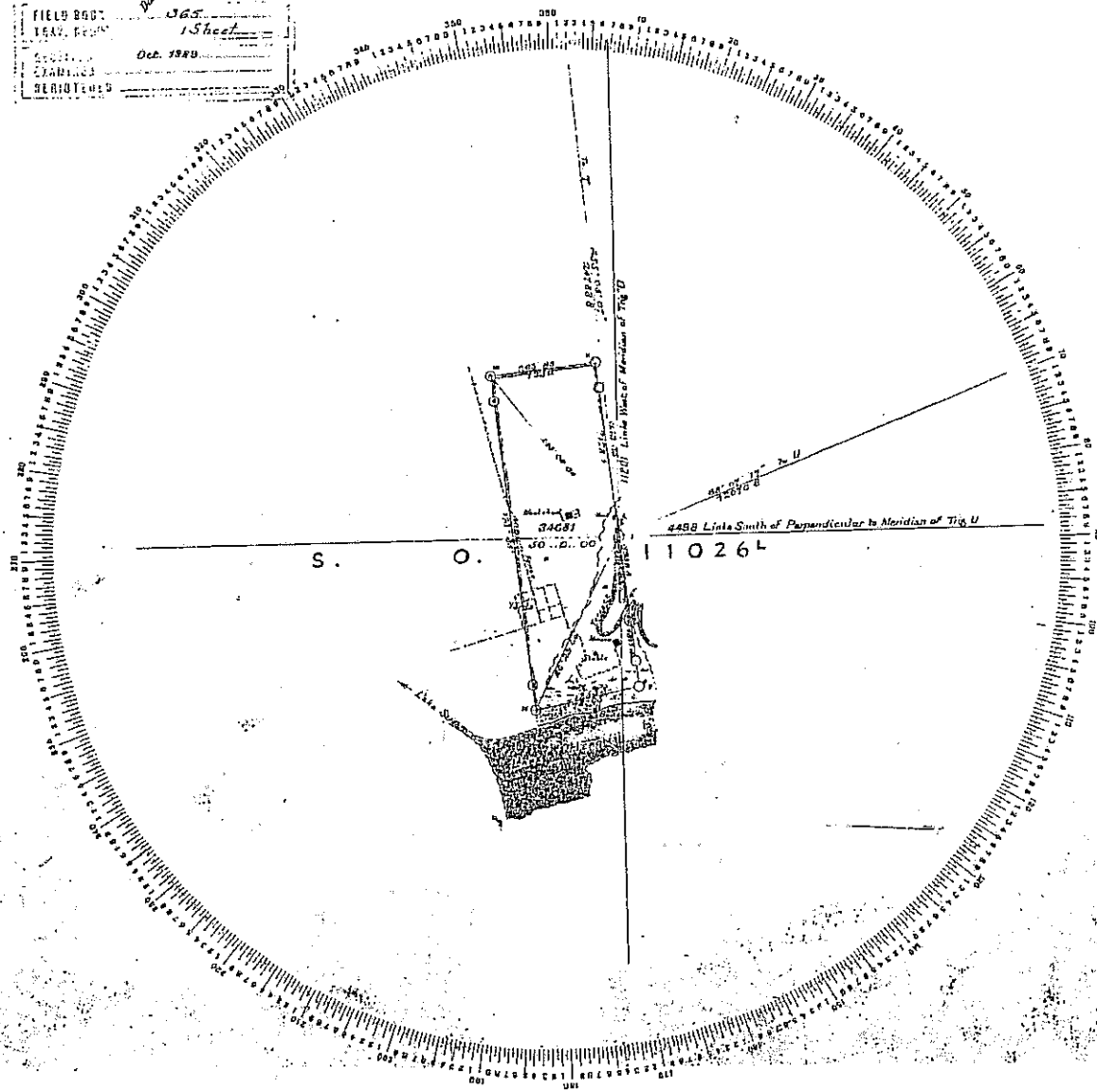
Measurements are Metric

No. 22B / 536

General Survey Department of New Zealand
 Provincial District of Canterbury

1326
 (Small Plot)

FIELD BOOK
 1842, 1843
 365
 1 Sheet
 Oct. 1880



Field Plan of application Section 31687 Survey Office No. Made in New District

Surveyed by *J. H. Kay*
 Date September 1880

Scale 70 Chains to an Inch

4592

Measured lines to be drawn in red, calculated or scaled lines in black, observed bearings in blue the figures also being in red, black or blue as the case may be. Remarks of Surveyor to be noted on each sheet.

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