

## **Crown Pastoral Land Tenure Review**

**Lease name : WAIRUA DOWNS**

**Lease number : PT 056**

### **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**

**APPENDIX B – LAND STATUS REPORT  
(Certified Correct by Chief Surveyor)**

# **LAND STATUS REPORT**

**Wairua Downs**

**for**

**Tenure Review**

**Prepared by Don McGregor, McGregor Property Services Limited  
for and on behalf of Q.V. Valuations**

**November 2001**

**Q.V. VALUATIONS  
CHRISTCHURCH OFFICE**

**APPENDIX B**

Project Number : QVV 214

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No : 50272 (as yet undated) and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

<b>LAND STATUS REPORT for Wairua Downs Tenure Review</b>				LIPS Ref: 12694
Property	1	of	1	

<b>Land District</b>	Canterbury
<b>Legal Description</b>	Section 2, S.O.18590.
<b>Area</b>	2840.0000 hectares.
<b>Status</b>	Crown land subject to the Land Act 1948.
<b>Instrument of title / lease</b>	Pastoral Lease CL CB41A/26 pursuant to Section 66 and registered under Section 83 of the Land Act 1948.
<b>Encumbrances</b>	Subject to:  1) Part IVA of the Conservation Act 1987.  2) 266418.1 Land Improvement Agreement pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941 and Variation.  3) Deed of Grant of Easement CB41A/25 granting Right of Way (on foot only) shown "H" on S.O. 18590 in favour of Her Majesty the Queen.
<b>Statute</b>	Land Act 1948 and Crown Pastoral Land Act 1998.

<b>Data Correct as at</b>	9 November 2001.
<b>[Certification Attached]</b>	Yes

<b>Prepared by</b>	Don McGregor
<b>Crown Accredited Supplier</b>	McGregor Property Services Limited, Christchurch for and on behalf of Q.V. Valuations

**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.

.....*E.H. Atkinson*.....  
 R Moulton, Chief Surveyor  
 Land Information New Zealand, Christchurch

Date: 22/11/2001

**CERTIFICATION**

**Report to the Chief Surveyor, Christchurch, for certification of a Status Investigation for the WAIRUA DOWNS 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  
9 November 2001



# COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



## Historical Search Copy

R. W. Muir  
Registrar-General  
of Land

**Identifier** CB41A/26  
**Land Registration District** Canterbury  
**Date Registered** 21 August 1995 10:45 am

<b>Type</b>	Lease under s83 Land Act 1948	
<b>Area</b>	2840.0000 hectares more or less	<b>Term</b> 33 years commencing on the 1st day of July 1988

**Legal Description** Section 2 Survey Office Plan 18590

**Original Proprietors**

Ian Robert McGregor as to a 1/2 share  
Janet Elizabeth McGregor as to a 1/2 share

**Interests**

Subject to Part IV A Conservation Act 1987

266418.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 17.3.1980 at 9.07 am (varied once subsequently)

41A/25 Deed of Easement in gross - 21.8.1995 at 10.45 am

Type	Servient Tenement	Easement Area	Grantee
Right of way on foot only	Section 2 Survey Office Plan 18590 - herein	H SO 18590	Her Majesty The Queen

A300600.4 Mortgage to Wrightson Farmers Finance Limited - 4.6.1997 at 9.56 am

L. & S.—B. 4

NEW ZEALAND

Entered in the Register-book, the

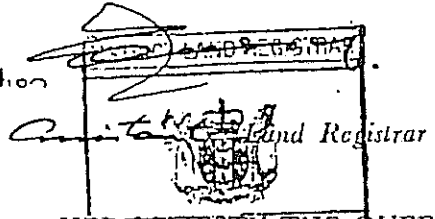
Former Ref. Vol. fol.

21st day of August

L. & S. Ref. No.

1995, at 10:45 o'clock.

Not Registered under  
Land Transfer Act —  
Registered under Section  
83 Land Act 1948



No. 41A/26

Pastoral Lease under the Land Act 1948

This Deed, made the 7th day of October 1995 between HER MAJESTY THE QUEEN (hereinafter referred to as “the Lessor”) of the one part, and STEWART JOHN COCHRANE of Hakataramea, Farmer, as to an undivided one-quarter share, MERYLYN ROSALIE COCHRANE of Hakataramea, Married Woman, as to an undivided one-quarter share and JAMES STEWART COCHRANE of Hakataramea, Farmer, as to an undivided one-half share (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 2840.0 hectares more or less, situated in the Land District of Canterbury, and being Section 2 on SO 18590, “Wairua Downs”.

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

Subject to:

Encumbrance 833787 to Isabella Younger Cochrane - 14.6.1971 at 11.42 am

DISCHARGED  
1997  
*[Signature]*

No. 266418/1 Land Improvement Agreement under Section 30A of the Soil Conservation and Rivers Control Act 1941 - 17.3.1980 at 9.07 am (varied once subsequently)

Part IVA Conservation Act 1987

Deed of Grant of Easement 41A/25 granting a right of way on foot only in gross over part herein marked H on SO 18590 in favour of Her Majesty The Queen - 21.8.1995 at 10.45am

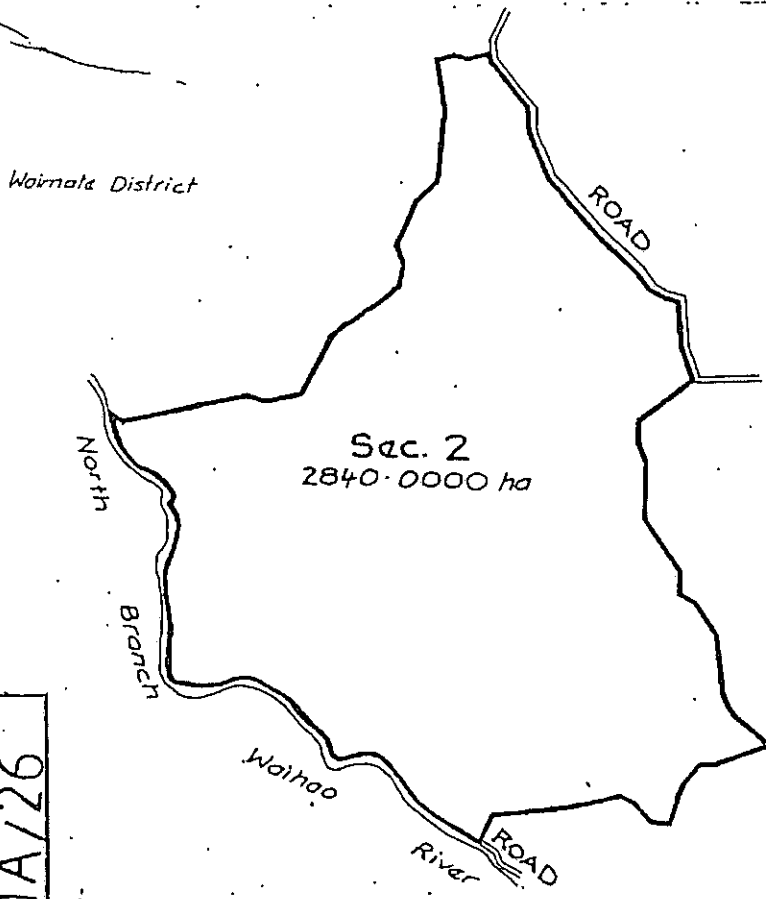
Mortgage A189870/9 to Wrightson Farmers Finance Limited - 21.8.1995 at 10.45 am

DISCHARGED  
A.L.R.  
*[Signature]*  
A.L.R.

Transfer A300600/3 to Ian Robert McGregor, Farmer and Janet Elizabeth McGregor, Primary School Principal, both of Hakataramea as tenants in common in equal shares - 4.6.1997 at 9.56am

Mortgage A300600/4 to Wrightson Farmers Finance Limited - 4.6.1997 at 9.56am

for A.L.R.



For dimensions see S.O. 18590

No. 41A/26

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CANCELLED

NEW ZEALAND

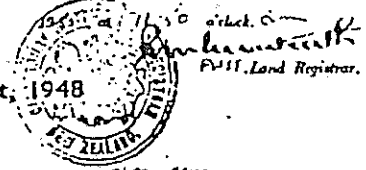
Entered in the Register-book, Vol. 529 p. 55  
the 5 day of April

Issued as a document of former Exchange for Lease  
registered in Vol. fol.  
Pastoral Licence No. 396

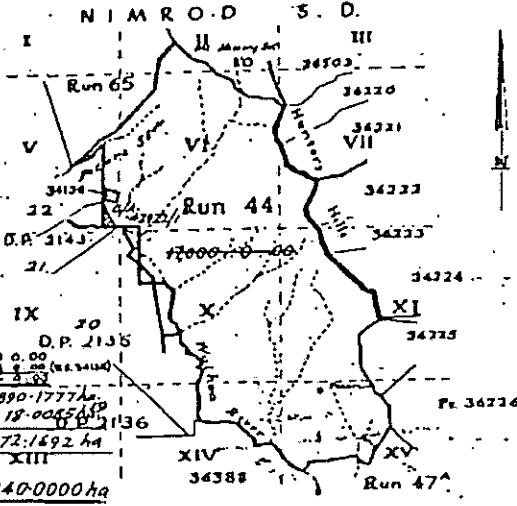
CANTERBURY  
LAND DISTRICT

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P. 56



This Deed, made the first day of March, one thousand nine hundred and fifty-five  
between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor") of the one part, and  
JOHN HENRY COCHRANE  
Sheepfarmer (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH



situated in the Land District of Canterbury  
Run 44 (Block 117) situated in Nimrod Survey District,  
Canterbury County

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured 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-five, together with the period between the date of this lease and the aforesaid first day of July. Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Canterbury the clear annual rent of Two hundred and forty-five pounds (£245.0.0.) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£ ) (the receipt of which sum is hereby acknowledged) and thereafter by a deposit of (£ ) half-yearly instalments of shillings and pence ( : : ) on the 1st day of January and the 1st day of July in each year in the manner aforesaid.

Scale: 2 miles to an inch

- AND the Lessee doth hereby covenant with the Lessor as follows, that he to say:-
1. THAT the Lessee will fully and punctually pay the rent herebefore reserved as the time and in the manner herebefore agreed 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 free of any mortgage or charge, 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 Commission 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 encumber same.
  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") set and trim all fire fences and hedges, clear and keep clear the said land of all useless weeds, and will comply strictly with the provisions of the Serious Weeds Act, 1923.
  6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1923.
  7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
  8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
  9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the first day of January in each year, 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 within 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 New Zealand Forest Act, 1916, burn any wood, scrub, fern, or grass on the said land, nor permit any timber, 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 access, entry, and egress 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.
- Pursuant to Section 58 of the Land Act 1948 a strip of land one chain in width along the banks of all streams and rivers is, excluded from the within lease.

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, 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 boundaries of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any buildings dwellinghouses.
- (c) 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.
- (d) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter as the expiration of each successive term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 61 (2) of the Land Act, 1948, a new lease of the land hereby leased as a rent to be determined in the manner provided 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 removal thereof and all provisions ancillary or in relation thereto.

732

529/55

- (f) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
  - (g) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:
    - (i) Cultivate any portion of the said land for the purpose of growing winter food for the stock depastured thereon;
    - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
    - (iii) Plough and sow in grass any portion of the said land;
    - (iv) Clear any portion of the said land by felling and burning back or scrub and sow the land so cleared in grass;
    - (v) 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 grass to the satisfaction of the Commissioner.
- 146 THAT the Lessee shall carry out the work in stocking the said land and shall not overstock; and for the purpose of this clause the number of sheep to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed the number of sheep of one for a dry sheep and a half for breeding ewes.
- (1) (a) THAT if the Lessee shall leave New Zealand or alienate the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 116 of the Land Act, 1914, 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 other breach of any covenant or condition of the lease.
  - (g) (b) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1914, 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

In witness whereof the Commissioner of Crown Lands for the Land District of ... hand, and these presents have also been executed by the said Lessee.

on behalf of the Lessor, hath hereunto set his

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

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

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

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

[Signature]
Assistant Commissioner of Crown Lands

[Signature]
Lessee

(b) THAT the lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause 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 4130 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore 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 to do so. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and in particular in the event of a transfer; and further, any such variation consented to by the Commissioner shall not affect the rent payable hereunder.

Transfer 762854 to Stewart John Cochrane and Graham James Cochrane both of Hakataruaia Farmers as tenants in common in equal shares - 18/4/1969 at 12.4 pm

Mortgage 762855 to Stewart John Cochrane - 18/4/1969 at 12.4 pm

No 787433 Certificate of Alteration whereby the well-known area is increased to 17,026 acres by the incorporation of R. 334133 situated in Block V Muriwai S.O. (area 240) and being the same as Run 44 to Victoria Downs - 2/3/1970 at 2.50 pm

Transmission 833785 to Ekaterina Younger Cochrane of Hakataruaia, Widow, George Bridge, & Annies of Retired Company Manager and Lloyd Watson Ross as Executors. 14.6.1971 at 11.43 am

Mortgage 833786 to [Signature] Finance Corporation 14.6.1971 at 11.43 am

Encumbrance 833787 to Ekaterina Younger Cochrane 14.6.1971 at 11.43 am

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 762855 - 21.9.1973 at 2.50 pm [Signature] A.L.R.

Variation of Mortgage 833786 - 21.9.1973 at 2.50 p.m. (The encumbrance under encumbrance 833787 consenting) [Signature] A.L.R.

LAND & DEEDS
Form: CCL
- 5 APR 1965
Time: 11.50 am
Fee: 15/-
Abstract No.

Variation of Mortgage 762855 - 14.6.1971 at 11.43 am [Signature] A.L.R.

No. 42922/1 surrender of the within Lease as to part Run 44 "Wairua Downs" (18.0055 hectares) - 17.7.1973 at 9.02 a.m. [Signature] A.L.R.

the mortgages under 762855 and 833786 and the encumbrance under 833787 [Signature] A.L.R.

OVER...

Mortgage 71194/1 to The Rural Banking and Finance Corporation of New Zealand - 3.1976 at 10.28 a.m.

DISCHARGED

*[Signature]*  
A.L.R.

No. 71194/3 Memorandum of Priority making Mortgage No. 71194/1 third mortgage and Encumbrance No. 833787 fourth charge - 8.3.1976 at 10.09 a.m.

*[Signature]*  
A.L.R.

Variation of Mortgage 258356/1 - 9.11.1981 at 12.03 pm.

*[Signature]*  
for A.L.R.

Variation of Mortgage 71194/1 - 9.11.1981 at 12.03 pm.

*[Signature]*  
for A.L.R.

No. 266418/1 Variation of Land Improvement Agreement - 13-9-1982 at 9.08 a.m.

*[Signature]*  
for A.L.R.

Variation of Mortgage 71194/1 - 16.11.1982 at 10.16 a.m.

*[Signature]*  
for A.L.R.

10837/1 Change of appellation whereby the description of the within land is changed to RUN 347 WAIRUA produced this 3 day of FEbruary 1976 at 9.01 a.m.  
*[Signature]*  
A.L.R.

No 111993/1 Certificate of Alteration whereby the area of the within lease is now 6840 ha - 11.1.1977 at 9.01 am.

*[Signature]*  
A.L.R.

Variation of Mortgage 71194/1 - 1.12.1978 at 9.23 am.

*[Signature]*  
for A.L.R.

Mortgage 205165/2 The Rural Banking and Finance Corporation of New Zealand - 1.12.1978 at 9.23 am.

DISCHARGED  
26.12.1985

*[Signature]*  
for A.L.R.

No. 205165/3 Memorandum of Priority making Mortgage 205165/2 fourth mortgage and Encumbrance No. 833787 as fifth charge - 1.12.1978 at 9.24 am.

*[Signature]*  
for A.L.R.

No. 224443/1 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 3.5.1979 at 8.15 am.

DISCHARGED  
10.11.1985

*[Signature]*  
for A.L.R.

Mortgage 258356/1 to The Rural Banking and Finance Corporation of New Zealand - 15.1.1980 at 9.53 am.

DISCHARGED  
28.1.1985

for A.L.R.

No. 258356/2 Memorandum of Priority making Mortgage 258356/1 fifth mortgage and Encumbrance 833787 sixth charge - 15.1.1980 at 9.53 am.

for A.L.R.

No. 266418/1 Land Improvement Agreement under Section 30A of the Soil Conservation and Rivers Control Act 1941 - 17.3.1980 at 9.07 a.m.

*[Signature]*  
for A.L.R.

Variation of Mortgage 71194/1 - 23.1.1981 at 10.41 a.m.

*[Signature]*  
for A.L.R.

Certificate No. 497503/4 that the within Mortgage No. 833786 is vested in the Rural Banking and Finance Corporation of New Zealand 13/1/1984 at 9.06 am.

*[Signature]*  
A.L.R.

Mortgage 543137/7 of the 1/2 share of Stewart John Cochrane to Rural Banking and Finance Corporation of New Zealand 13/1/1985 at 10.57 am.

DISCHARGED  
13.1.1985

*[Signature]*  
A.L.R.

No. 543137/9 Memorandum of Priority making mortgages 543137/7, 833786, 71194/1, 258356/1 and Encumbrance 833787 first, second, third and fourth mortgages and fifth charge respectively - 26.4.1985 at 10.57 am. (affects share of Stewart John Cochrane)

*[Signature]*  
A.L.R.

Mortgage 558323/1 of the 1/2 share of Graham James Cochrane to The Rural Banking and Finance Corporation of New Zealand 26.7.1985 at 10.26 am.

DISCHARGED  
27.7.1985

*[Signature]*  
A.L.R.

No. 558323/2 Memorandum of Priority making mortgages 558323/1, 833786, 71194/1 and 258356/1 first, second, third and fourth mortgages respectively and Encumbrance 833787 fifth mortgage - 26.7.1985 at 10.26 am. (affects share of Graham James Cochrane)

*[Signature]*  
A.L.R.

646539/1 Change of appellation whereby the description of (WAIWA DOWNS) is changed to RURAL SECTION 42254 14/11/1982 at 9.19 am

A.L.R.

529/55

Mortg 705790/1 of this one-half share  
Stewart John Cochrane to (The Rural) Banking  
and Finance Corporation 7.10.1987 at  
10.33a.m.

DISCHARGED  
21/3/87

*instead*  
for A.L.R.

No.705790/3. Memorandum of Priority making  
Mortgage 705790/1 and encumbrance 833787  
second and third mortgages respectively  
- 7.10.1987 at 10.33a.m. (Affects the share  
of Stewart John Cochrane)

Mortgage 724776/1 of this share Graham James  
Cochrane to The Rural Banking and Finance  
Corporation 8.2.1988 at 10.45am

DISCHARGED  
21/3/87

*instead*  
for A.L.R.

No.724776/2 Memorandum of Priority making  
Mortgage 724776/1 and Encumbrance 833787  
second and third mortgages respectively  
- 8.2.1988 at 10.45am (Affects the share  
of Graham James Cochrane)

*instead*  
for A.L.R.

Variation of Mortgage 705790/1 - 4.3.1988  
at 10.31am

*instead*  
for A.L.R.

No. 840403/5 Variation of the terms of  
the within Lease and extension of the  
term for 33 years commencing on 1.7.1988  
- 29.11.1989 at 9.48am

*instead*  
for A.L.R.

No. 840403/6 Surrender of the within  
Lease as to (1790.0000 hectares) being  
Rural Section 42257 - 29.11.1989 at 9.48am

DISCHARGED  
21/3/87

*instead*  
for A.L.R.

Mortgage 840403/7 of this share  
Finance. L. 29.11.1989 at 9.48am

No. 840403/8 Memorandum of Priority  
making Mortgage 840403/7 and Encumbrance  
833787 first and second Mortgages  
respectively - 29.11.1989 at 9.48am

*instead*  
for A.L.R.

Transfer 937026/1 of one-half of the share  
of Stewart John Cochrane to Merylyn Rosalie  
Cochrane of Hakataramea, Married Woman -  
30.5.1991 at 10.35am

*instead*  
for A.L.R.

Transfer 937026/2 of a one-half share in  
the shares of Stewart John Cochrane and  
Merylyn Rosalie Cochrane to James Stewart  
Cochrane of Hakataramea, Farmer - 30.5.1991  
at 10.35am

*instead*  
for A.L.R.

No. 949050/1 Change of Appellation whereby  
the description of parts of the within land  
2060.0000 ha, 2840.000 ha, 19.1700 ha and  
23.1000 ha is changed to Sections 1,2,3 and  
4 S.O. 18590 - 9.8.1991 at 11.32am

*instead*  
A.L.R.

No. A189270/4 Surrender  
of the within lease  
- 21.3.1995 at 10.45am

*instead*  
A.L.R.

CANCELLED

DUPLICATE DESTROYED



266418 /  
59/55  
4.4/26  
27

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

THIS AGREEMENT made on the 12th day of August 1972  
BETWEEN the South Canterbury Catchment Board, duly constituted  
under the Soil Conservation and Rivers Control Act 1971, of the  
one part and Stewart John Cochrane and Graham James Cochrane  
of Hakataramea Valley of the other part.

WHEREAS the parties have entered into a Land Improvement Agreement  
No. 266418 AND WHEREAS it has been agreed by and between the  
Owners and the Board that certain additional works be carried out  
for the control of erosion and conservation of the soil.

AND WHEREAS the parties hereto have agreed to modify the said  
Land Improvement Agreement on the terms hereinafter appearing.

NOW THEREFORE, the parties hereto do hereby covenant and agree  
with one another as follows:

WHEREAS the said Land Improvement Agreement contemplated various  
works to be done and such works as have been completed are  
detailed in Part I of the Second Schedule hereto as are works  
contemplated by the said Agreement but which have yet to be  
completed.

THE SECOND SCHEDULE

PART I

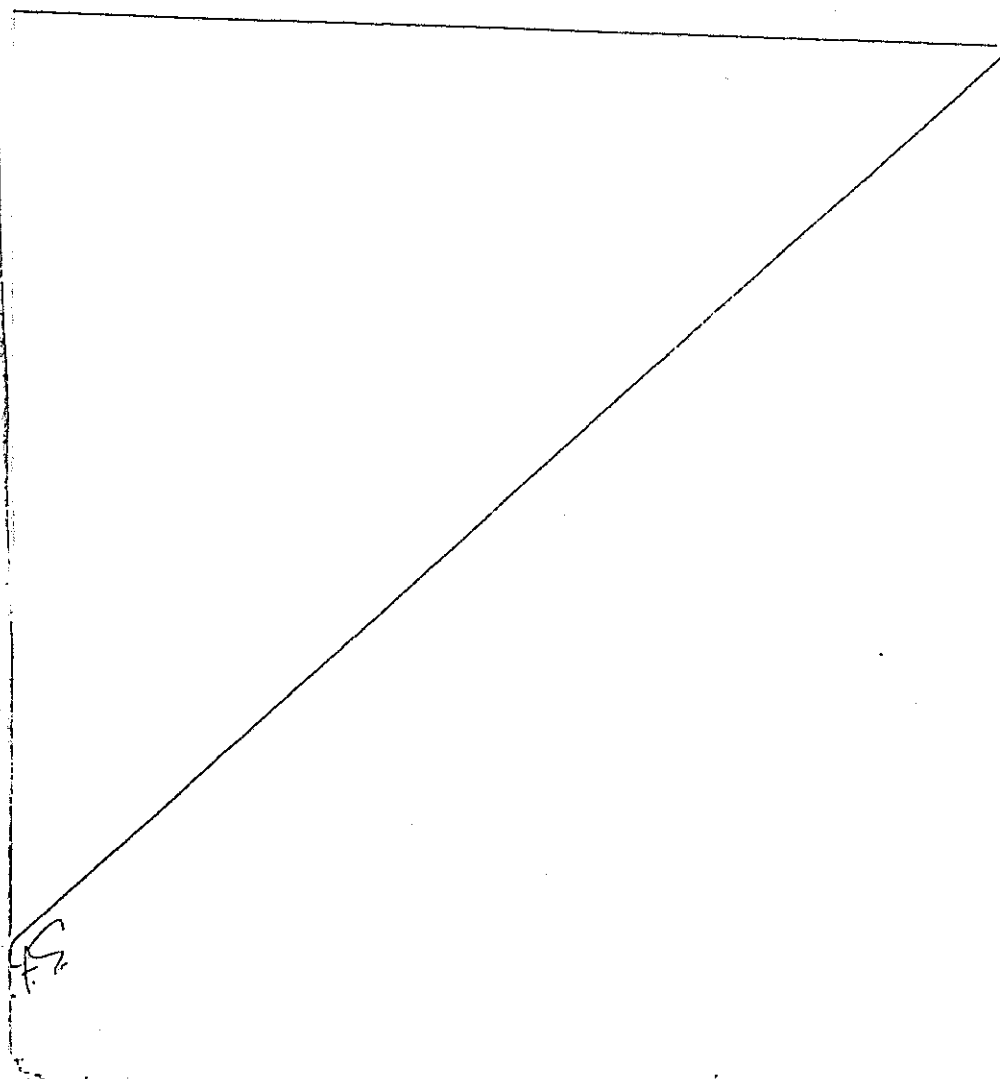
	Total Cost	Grant Rate	Grant
<u>A. COMPLETED WORK</u>			
7,300 m Retirement Fences	}	}	}
6,280 m Offsite Grazing Fences			
653 ha Oversewing and Topdressing			
10,609 m Erosion Control Fences			
10,380 m Boundary Cattleproofing			
6,100 m Internal Cattleproofing	\$127,740	Various	\$181,052
<u>B. NEW WORKS APPROVED TO BE COMPLETED</u>			
7,250 m Recuperative Spelling Fence	\$28,452	50%	

*[Handwritten signatures and initials]*

MODIFICATION TO PART II

- (v) Two years after the completion of the fence dividing Block B1, 543 ha, from Block B2, 520 ha,\* the higher Block B1 will be spelled from all domestic grazing for two years; more specifically, from April 30, 1984, to April 30, 1986. Following this, B1 may be grazed with up to 620 S.U. for half the growing season.
- (vi) After the completion of the fence dividing Block C1, 344 ha, from Block C2, 604 ha,\* the higher Block C1 will be spelled from all domestic grazing for a period of two years. Following this, C1 may be grazed with up to 600 S.U. for half the growing season.

\* As shown on SCCB Plan No. 5523



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1986

*all.*  
Toward

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by  
1986

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52

IN WITNESS whereof these presents have been executed on the day and year first before written.

We, Stewart John Cochrane and Graham James Cochrane, the Owners, do hereby bind ourselves and our successors in title to perform and observe the terms and conditions of this Agreement.

SIGNED by the said  
STEWART JOHN COCHRANE  
as Owner in the presence of:

*S.J. Cochrane*

*[Signature]*

GRAHAM JAMES COCHRANE  
as Owner in the presence of:

\_\_\_\_\_

*[Signature]*

THE COMMON SEAL of THE SOUTH  
CANTERBURY CATCHMENT BOARD WAS  
hereunto affixed in pursuance of  
a resolution of the Board in the  
presence of:



*[Signature]*  
Member of the Board

*[Signature]*  
Secretary

I, John Gordon MOUAT of Timaru, Secretary to the South Canterbury Catchment Board DO HEREBY CERTIFY that the within written Agreement is one that is capable of registration and I do hereby apply for the registration of the said Agreement against the land above described in accordance with the provisions of Section 204 of the Soil Conservation and Rivers Control Act 1941.

*J.G. Mouat*



THIS AGREEMENT made the seventh day of March 19 80  
BETWEEN the SOUTH CANTERBURY CATCHMENT BOARD duly constituted  
under the Soil Conservation and Rivers Control Act 1941 (herein-  
after called "the Board") of the one part and STUART JOHN  
COCHRANE AND GLENDA JAMES COCHRANE of HAKATUANGA VALLEY  
(hereinafter with his executors, administrators and assigns  
called "the Owner") of the other part.

WHEREAS the Owner is the owner/lessee of that parcel of land  
described in the First Schedule hereto (hereinafter referred to  
as "the said land").

AND WHEREAS it has been agreed by and between the Owner and the  
Board that certain works described in the Conservation Plan set  
out in the Second Schedule hereto (hereinafter called "the works")  
be carried out for the control of erosion and the conservation of  
the soil on the said land and also to facilitate greater production  
on the said land AND WHEREAS the Board has agreed pursuant to  
Section 30 of the Soil Conservation and Rivers Control Act 1941 to  
make certain grants by way of subsidy to the Owner in respect of  
the works

AND WHEREAS the parties hereto desire to enter into a Land  
Improvement Agreement under subsection (3) of Section 30 and  
under Section 30A of the Soil Conservation and Rivers Control  
Act 1941

AND WHEREAS the terms of this agreement as hereinafter set out  
have been approved by the Soil Conservation and Rivers Control  
Council.

NOW THEREFORE the parties hereto do hereby covenant and agree  
one with the other as follows:

1. IN consideration of the premises and of the covenants  
hereinafter contained and on the part of the Board to be  
observed and performed the owner will during the next four  
years carry out the works in accordance with the Conservation  
Plan and the Specifications described therein.

2. IN consideration of the premises and of the covenants  
hereinafter contained and on the part of the Owner to be observed  
and performed the Board will at its own expense subsidise the  
work carried out by the Owner in accordance with the Conservation  
Plan set out in the Second Schedule hereto and according to the  
Specifications therein in the proportions described in the  
aforementioned Conservation Plan.

3. UPON completion of any item of work referred to in the  
Second Schedule to the satisfaction of the Board the Board shall  
pay to the Owner the subsidy shown therein as payable in respect  
of that item.

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4. THE Owner shall keep and maintain in good condition to the satisfaction of the Board the works and the areas affected by the Conservation Plan, for the term of this agreement which shall be for a period of 99 years after completion of the works.

5. THE Owner shall when required supply all necessary information and data to the Board to enable it to compile grazing and production records of the said land as a means of evaluating the benefit derived from the Conservation Plan.

6. IT is agreed by the parties hereto that the Conservation Plan may be modified from time to time by agreement in writing between the parties.

7. THE Owner shall and will grant full power and authority to the Board, its Soil Conservators, Surveyors, Engineers, Employees, Workmen, Agents, Servants and Invitees with or without horses, carts, motor cars, trucks and other vehicles from time to time and at all times during the period of this Agreement to enter and remain upon such portions of the said land as may be necessary for the purpose of inspecting the progress and observing the results of the works and measures specified in the Conservation Plan or of carrying out any tests, surveys, bores or other works in connection with the Conservation Plan.

8. IF the Owner shall make default in the observance or performance of any covenant on his part hereinbefore contained and such default shall continue for a period of fourteen days after written notice thereof has been served on the Owner by the Board setting out the nature of such default and requiring the Owner to remedy the same then the Owner shall within seven days of demand being made on him by the Board pay to the Board the amount expended by the Board on the works up to the date of such default and such amount shall be recoverable by the Board in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

9. IT is hereby agreed by and between the parties that this Agreement is a Land Improvement Agreement under subsection (3) of Section 30 of the Soil Conservation and Rivers Control Act 1941 and that all the provisions of Section 30A of that Act shall apply to this Agreement.

70  
V.S.  
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THE FIRST SCHEDULE

Run 347 "Wairua Downs"  
R.S. 34138

Area: 6,840 ha

Registered in Volume 529 Folio 55  
Canterbury Land District

THE SECOND SCHEDULE

PART I

	Est. Cost	Subsidy Rate
6,500 metres Retirement Fence	14,625	Grant
653 hectares Oversowing & Topdressing	27,071	Grant
5,800 metres Off-site Fence	12,760	Grant
2,600 metres Erosion Control Fence	5,850	1:1
7,680 metres Boundary Cattleproofing	2,112	1:1
Supervision Fee	15,206	1:1
	<u>977,624</u>	

PART II

Conservation practices to follow "The Works" include modifications in management as outlined in the farm conservation plan. Major modifications are outlined briefly as follows:-

- (i) Block D (Upper Nimrod) containing 1,887 hectares more or less will be retired from grazing and surrendered from the lease when the alternative grazing is provided.
- (ii) On completion of the subsidised erosion control fences, 6,200 metres, the upper Block A containing 1,395 hectares more or less will be restricted to three months' grazing in each year, with a maximum of 2,000 wethers or the equivalent.
- (iii) The "Owners" shall not vary the total stock numbers carried on "Wairua" agreed to with the Lands and Survey Department without consulting "the Board".
- (iv) Access over the subsidised firebreaks on "Wairua" shall always be available to the Lands and Survey Department, Pest and Wallaby Destruction Boards, "the Board" and adjoining runholders, more specifically the lessees of "Dalzell", "Mt Nimrod", "Stravon", "Grange Hill", "Babers Block" and "Weaner Run" for the purposes of carrying out routine inspections, work or maintenance thereof, prior notification to be given.

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IN WITNESS whereof these presents have been executed on the day and year first before written.

We, Stewart John COCHRANE and Graham James COCHRANE the Owner herein do hereby bind myself and my successors in title to perform and observe the terms and conditions of this Agreement.

SIGNED by the said  
STEWART JOHN COCHRANE  
GRAHAM JAMES COCHRANE  
as Owner in the presence of :

*[Handwritten signatures]*

*[Handwritten signature]*  
*[Handwritten signature]*

THE COMMON SEAL OF THE SOUTH  
CANTERBURY CATCHMENT BOARD  
was hereunto affixed in  
pursuance of a resolution of  
the Board in the presence of :



*[Handwritten signature]*  
*[Handwritten signature]*  
Members of the Board  
Secretary

I, John Gordon MOUNT of Timaru, Secretary to the South Canterbury Catchment Board DO HEREBY CERTIFY that the within written Agreement is one that is capable of registration and I do hereby apply for the registration of the said Agreement against the land above described in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

*[Handwritten signature]*

THE COMMISSIONER OF CROWN LANDS

Grantor

THE MINISTER OF CONSERVATION

Grantee

S.J. and M.R. COCHRANE

Lessees

DEED OF GRANT OF EASEMENT  
(Pursuant to Section 60 Land Act 1948)

FEEC PAID HEREON  
AVAILABLE  
TO ~~15195~~ 15195  
3/18  
ALR.

Regional Solicitor  
Department of Conservation  
CHRISTCHURCH

10.45 21.AUG95 A 189870  
ARTICULARS ENTERED IN REGISTER  
AND REGISTERED IN REGISTER  
A





COMPUTER INTEREST REGISTER  
UNDER LAND TRANSFER ACT 1952



Historical Search Copy

  
R. W. Muir  
Registrar-General  
of Land

Identifier **CB41A/25**  
Land Registration District **Canterbury**  
Date Registered 21 August 1995 10:45 am

---

Type Deed of easement under s60 Land Act  
1948

Legal Description Section 2 Survey Office Plan 18590

Original Proprietors  
Her Majesty the Queen

---


Interests

# REGISTER

41A/25

Entered in the Register Book as  
Volume Folio 41A/25 (Canterbury  
Registry) 21 August this day of  
1994 at 10.45 o'clock.

*[Signature]*

DISTRICT LAND REGISTRAR  
  
 District Land Registrar, Canterbury  
 CANTERBURY N.Z.

### DEED OF GRANT OF EASEMENT

(Pursuant to Section 60 Land Act 1948)

*[Handwritten initials]*  
*[Handwritten initials]*  
*[Handwritten initials]*  
*[Handwritten initials]*

THIS DEED made this <sup>13<sup>th</sup></sup> day of <sup>December</sup> 1994 BETWEEN HER MAJESTY THE QUEEN acting by and through the Commissioner of Crown Lands for the Land District of Canterbury (hereinafter with her successors, assigns and lessees and licensees referred to as the Grantor) AND HER MAJESTY THE QUEEN acting by and through the Minister of Conservation (hereinafter with Her successors and assigns referred to as the Grantor)

AND STEWART JOHN COCHRANE, MERYLYN ROSALIE COCHRANE and JAMES STEWART COCHRANE all of Hakataramea, Farmers (hereinafter referred to as 'the Lessees')

WHEREAS the Grantor is the owner of all that piece of Crown land held subject to the Land Act 1948 situated in blocks VII, X and XI Nimrod Survey District and being part Section 2SO 18590 marked 'H' on the said plan (copy attached).

AND WHEREAS the Grantee is desirous of providing public access over the said land and to that end has requested the Grantor to grant a Right of Way easement over the said land.

AND WHEREAS the Grantor has agreed to grant a Right of Way easement over the said land.

AND WHEREAS the Lessees are the Crown's tenants in respect of the land over which the easement is to be granted.

*Grays Hills*

NOW THEREFORE in consideration of the premises the Grantor DOTH HEREBY CONVEY AND GRANT unto the Grantee the full free uninterrupted and unrestricted right liberty and privilege for the Grantee her servants agents workmen licensees invitees and the public from time to time and at all times by day and by night (except where the right of way or any part thereof is closed as provided below) to go pass and repass on foot only over and along the land subject to the easement subject to the following terms and conditions:

- (a) The right of way or any part thereof may be closed from time to time by agreement between the Grantor or the Lessee from time to time of the land subject to the right of way and the Grantee.
- (b) Unless properly authorised by the Grantee after consultation with the Grantor or the Lessee no person shall carry any firearm on or within 100 metres of the right of way or take or have in their charge any dog on the right of way.
- (c) No person shall:
  - i) Light any fire on the right of way.
  - ii) Take or ride or have in their charge any horse on the right of way
  - iii) Unless permitted by the Grantor or the said Lessee take or have in their charge on the right of way any dog for which an authority in terms of Clause (b) above has not been given.
  - iv) Take, drive or have in their charge or control any motor vehicle on the right of way.
  - v) Enter or remain on the right of way or any part of the right of way that is for the time being closed by agreement between the parties.
  - vi) Discharge or shoot any firearm across or on or within 100 metres of the right of way.
  - vii) Wilfully damage or remove any crop, pasture, tree or plant (other than a plant that is a noxious plant in the district or area within which the right of way is situated growing on or adjacent to the right of way.
  - vii) Lay any poison or set any snare or trap on or adjacent to the right of way.
  - ix) Wilfully damage or interfere with any pole, marker, indicator, stile, fence, gate, bridge, shelter, notice or other amenity on or adjacent to the right of



way or entrance to the right of way..

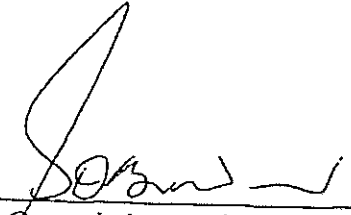
- x) Wilfully damage the right of way or any of the adjoining lands or any structure or any plant situated thereon.
- xi) Wilfully interfere with or disturb or damage any livestock being pastured on or adjacent to the right of way.
- xii) Wilfully endanger, disturb or annoy any user of the right of way.

PROVIDED HOWEVER that the Grantee his servants agents workmen licensees and invitees shall have the further rights and powers implied by Section 90d of the Land Transfer Act 1952 in favour of the Grantee:

- (d) Neither the Grantor nor the said Lessee shall have any responsibility for the maintenance of the right of way.
- (e) Subject to the preceding clauses neither party nor the said Lessee nor any other person shall do anything that prevents or interferes with the free passage by foot over and along the right of way or interferes with the normal farming activities of the said Lessee or any adjoining occupier.
- (f) That should either party desire to upgrade the right of way for the convenience of its servants agents and lawful visitors then it shall first obtain the approval in writing from the other party and the said Lessee and then proceed to carry out such works and future maintenance of those works at its own cost.
- (g) Any dispute or difference which may arise as to the liability of either party hereunder or as to the construction or interpretation of any of the provisions hereof shall be determined by arbitration in accordance with the provisions of the Arbitration Act 1908 or any Act passed in substitution or amendment and this clause shall be deemed to be a submission within the meaning of that Act.
- (h) Any consents granted by the said Lessee shall be sufficient for the purposes of any of the provisions of this deed and shall not require the confirmation of the Commissioner of Crown Lands and the said Lessee shall have the right to refer any dispute or difference to arbitration as if he/she were a party hereto.

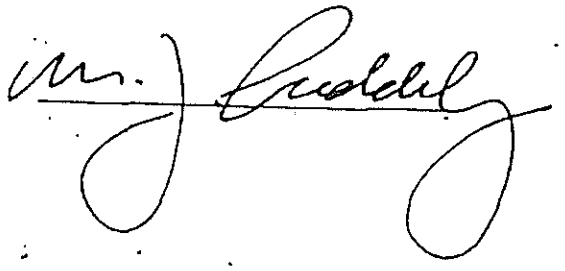
IN WITNESS whereof these presents have ben executed the day and year first hereinbefore appearing.

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

  
Commissioner of Crown Lands  
Acting Commissioner of Crown Lands

Phullen  
District Administration Officer, Department of  
Survey and Land Information, Wellington.

SIGNED for and on behalf of HER MAJESTY )  
THE QUEEN as Grantee by MICHAEL )  
JOHN CUDDIHY pursuant to a delegation )  
dated 23 September 1993 from the Minister )  
of Conservation in the presence of: )

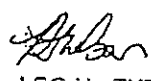




Witness 

Occupation: Solicitor

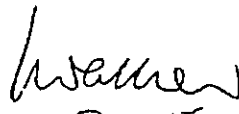
Address: Churchock

SIGNED by the said STEWART JOHN COCHRANE and MERYLYN ROSALIE COCHRANE in the presence of:

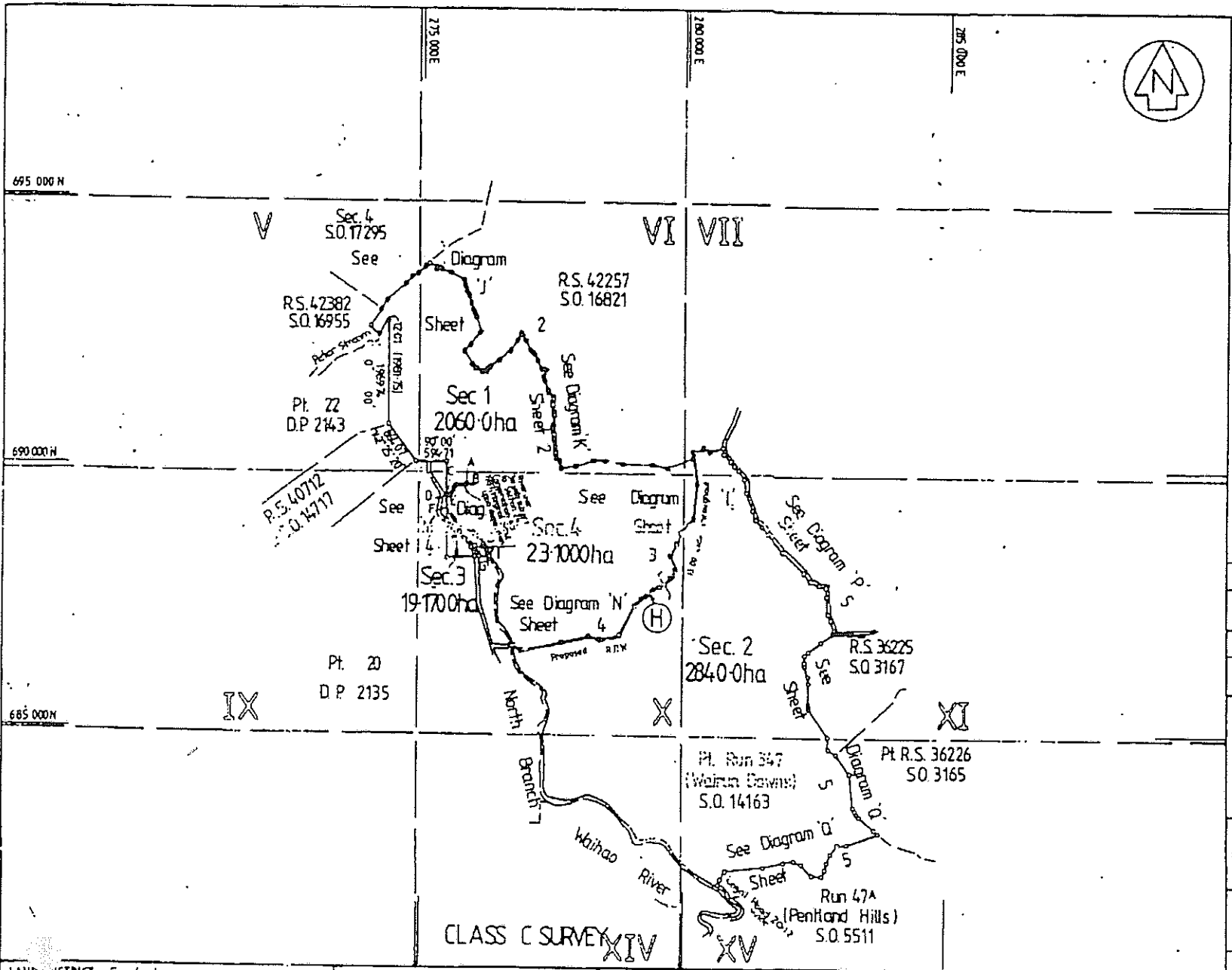
  
LEGAL EXECUTIVE  
TO FOWLEY FASLEY & DEAN  
SOLICITORS  
OAMARU

SIGNED by the said JAMES STEWART COCHRANE in the presence of:

  
Solicitor  
Oamaru





Approved Approved  
 Approved by  
 Lane Corporation Limited  
 per:  
*[Signature]*

Pursuant to a resolution under Section 114 of the Local Government Act 1974 (and s. 217(4)(b), (4)(c) of the same Act) the Waimate District Council have consented to the laying out and granting of a reserve of the legal of lay upon being the consent of the Waimate District Council was obtained in the presence of



*[Signature]*  
 Mayor  
*[Signature]*  
 Group Manager

Note  
 River boundaries shown A-C, E-G, E-H, F-G are subject to Section 24 Conservation Act (Marginal Strip) upon disposition

Schedule of Easement

Nature	Served by grant		Grantee
	Lot No.	Shown	
R.O.W in grass	Sec. 2	.H	H.M. the Queen

Total Area 4942.2700 ha  
 Comprised in C.L. 529/55

L. RusseH George.. Finlay  
 Registered Surveyor and holder of an annual practicing certificate for and may act as a registered surveyor pursuant to section 15 of the Survey Act 1950 hereby certify that the plan has been made from surveys conducted by me or under my direction, and that plan and survey are correct and have been made in accordance with the Survey Regulations 1978 or any regulations made in substitution thereof.  
 Dated at Tairāwhiti this 20<sup>th</sup> day of February 1991  
*[Signature]*  
 Surveyor

Field Book A  
 Approved as to Survey  
*[Signature]*  
 Deputy Chief Surveyor

11 17 1991  
 Deposited this day of 19

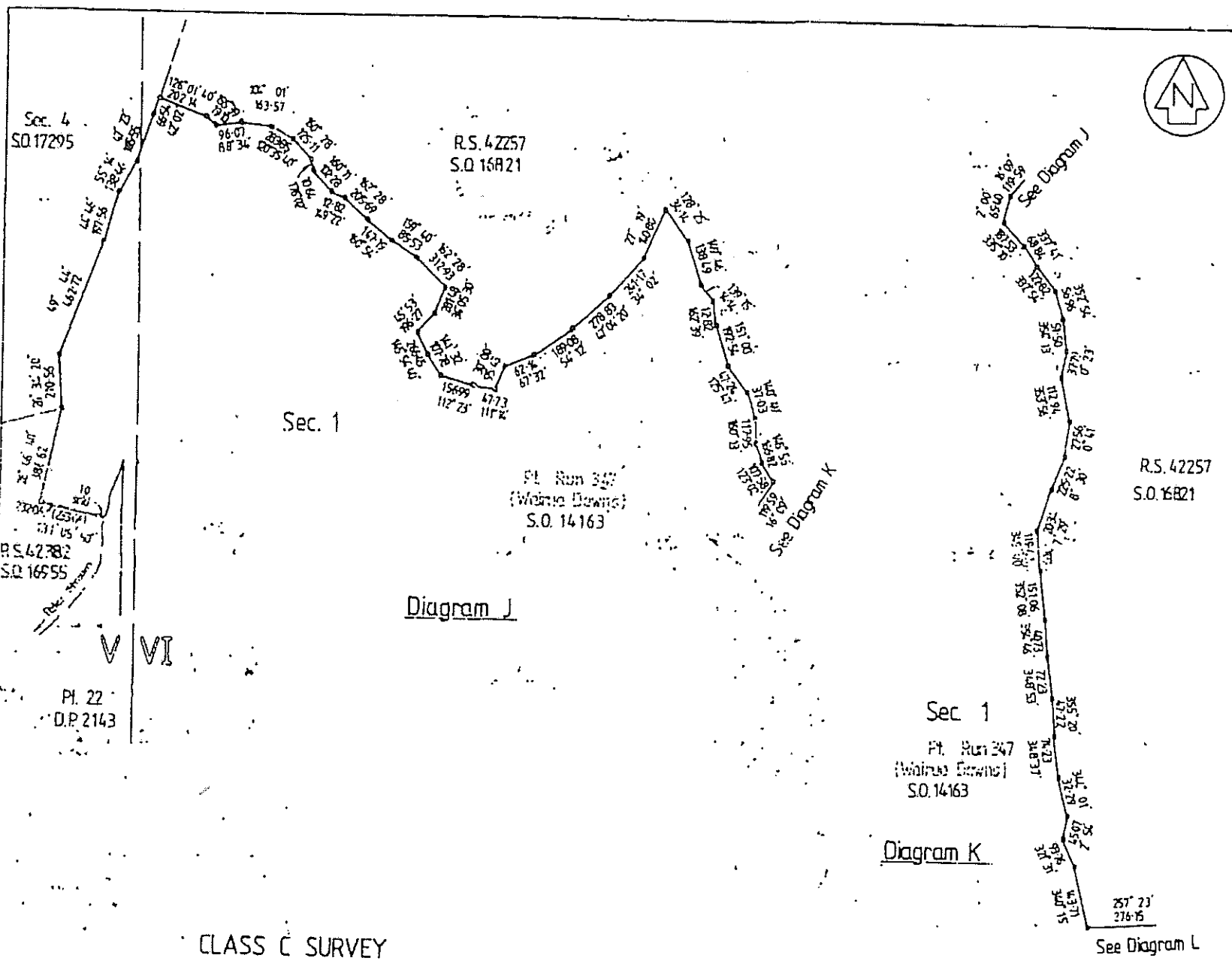
District Land Registrar

SO18590

LAND DISTRICT Canterbury  
 SURVEY BLK. & DIST. V, VI, VII, X, XI, XIV, XV Mirrored  
 HZAS 261 SHT 1 39 RECORD MAP No 10000 / 1-4

Sections 1, 2, 3 & 4

TERRITORIAL AUTHORITY Waimate District  
 Surveyed by Milward Finlay Lobb & Bell 191028/1  
 Scale 1:50000 Date December 1990

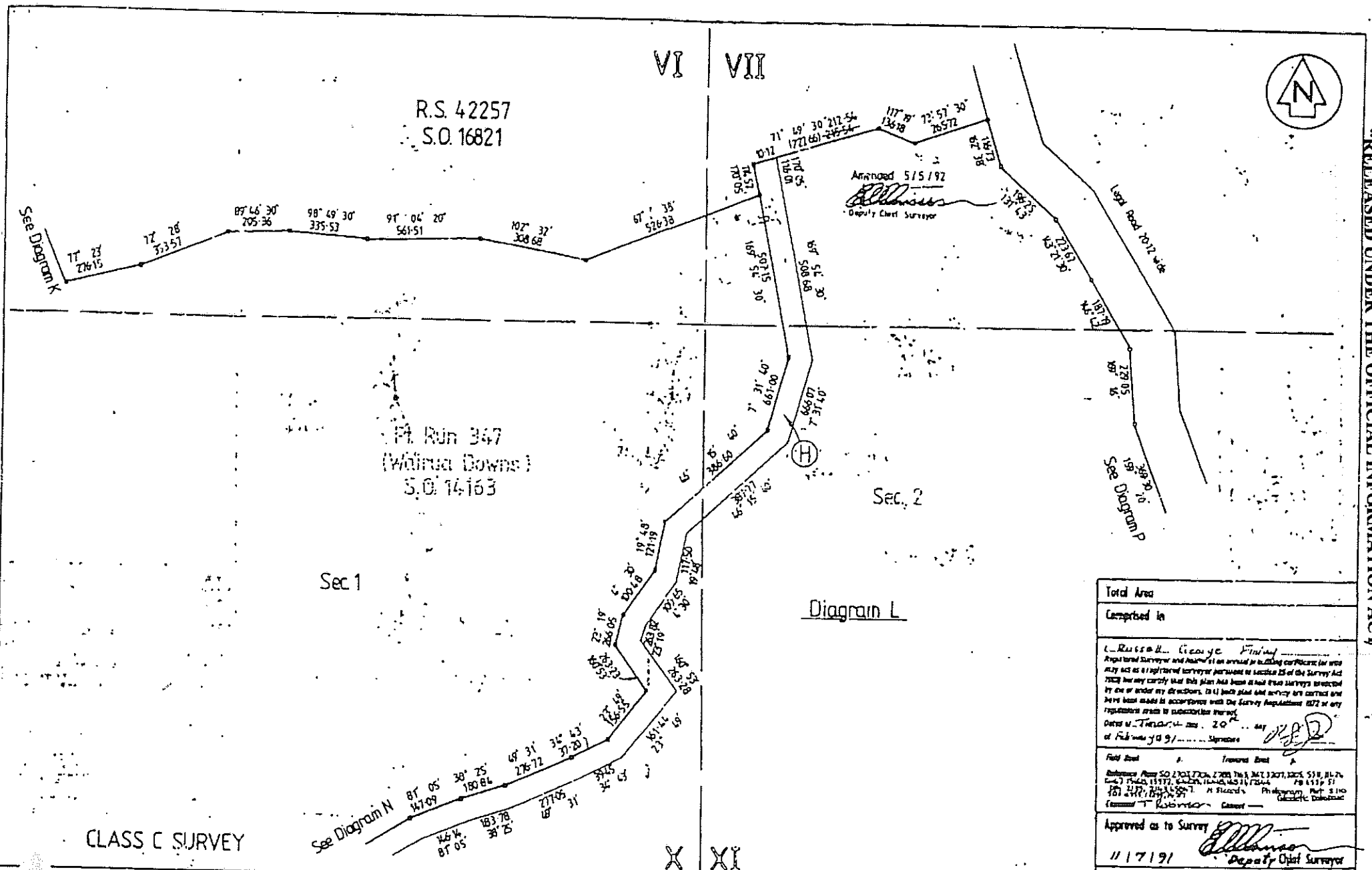


Approvals	
Total Area	
Comprised in	
L. Russell George Finlay Registered Surveyor and holder of an annual practicing certificate for 1989 in respect to a registered survey performed for sections 1 & 2 of the Survey Act 1980 hereby certifies that this plan has been made from all surveys conducted by me or under my direction, that the plan and survey are correct and that same comply in accordance with the Survey Regulations 1972 in any regulations made in substitution thereof. Dated at Timaru on 20th day of February 1990. Signature: <i>[Signature]</i>	
Field Book	Transfer Book
Reference Plan SO 18590 EA, 1989 3167, 3617, 5511, 1121, 1140 1460, 17917, 4622, 7307 Pt. 133 p. 31 20/11/1989 20/11/1989 [Signatures]	[Signatures]
Approved as to Survey	<i>[Signature]</i>
1117191	Deputy Chief Surveyor
Deposited this	day of 19
	District Land Registrar
As	
Accessed 22 - 91	
	S018590

LAND DISTRICT Canterbury  
 SURVEY BLK. & DIST. V, VI, VII, X, XI, XIV, XV Mixed  
 NZMS 261 SHT 1/39 RECORD MAP No 10000/11

Diagrams J & K

TERRITORIAL AUTHORITY Waimate District  
 Surveyed by Milward Finlay Lobb & Bell 19/10/89/1  
 Scale not to scale Date December 1990



Total Area	
Comprised in	
<p>L. Russell George Finlay Registered Surveyor and holder of an annual certificate in and may act as a registered surveyor pursuant to section 23 of the Survey Act 1976 hereby certify that this plan has been taken from surveys conducted by me or under my direction, 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. Date of this plan 20th day of February 1992 at Palmerston North Signature <i>Milward</i></p>	
Field Book	Traverse Book
Reference Plan SO 18590/1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	Reference Plan SO 18590/1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
Approved as to Survey	<i>Milward</i> Deputy Chief Surveyor
11/7/92	
Deposited this	day of 19
	District Land Registrar
File	SO 18590
Approved 22/4/91	

L.A. DISTRICT Canterbury  
SURVEY BLK. & DIST. V, VI, VII, X, XI, XIV, XV Nimrod  
10000/1-3  
HZMS 261 SHT 139 RECORD MAP No 10000/1-4

Diagram L

TERRITORIAL AUTHORITY Waimate District  
Surveyed by Milward Finlay Lobb & Bell 191069/1  
Scale not to scale Date December 1990



Diagram M  
Scale 1:5000

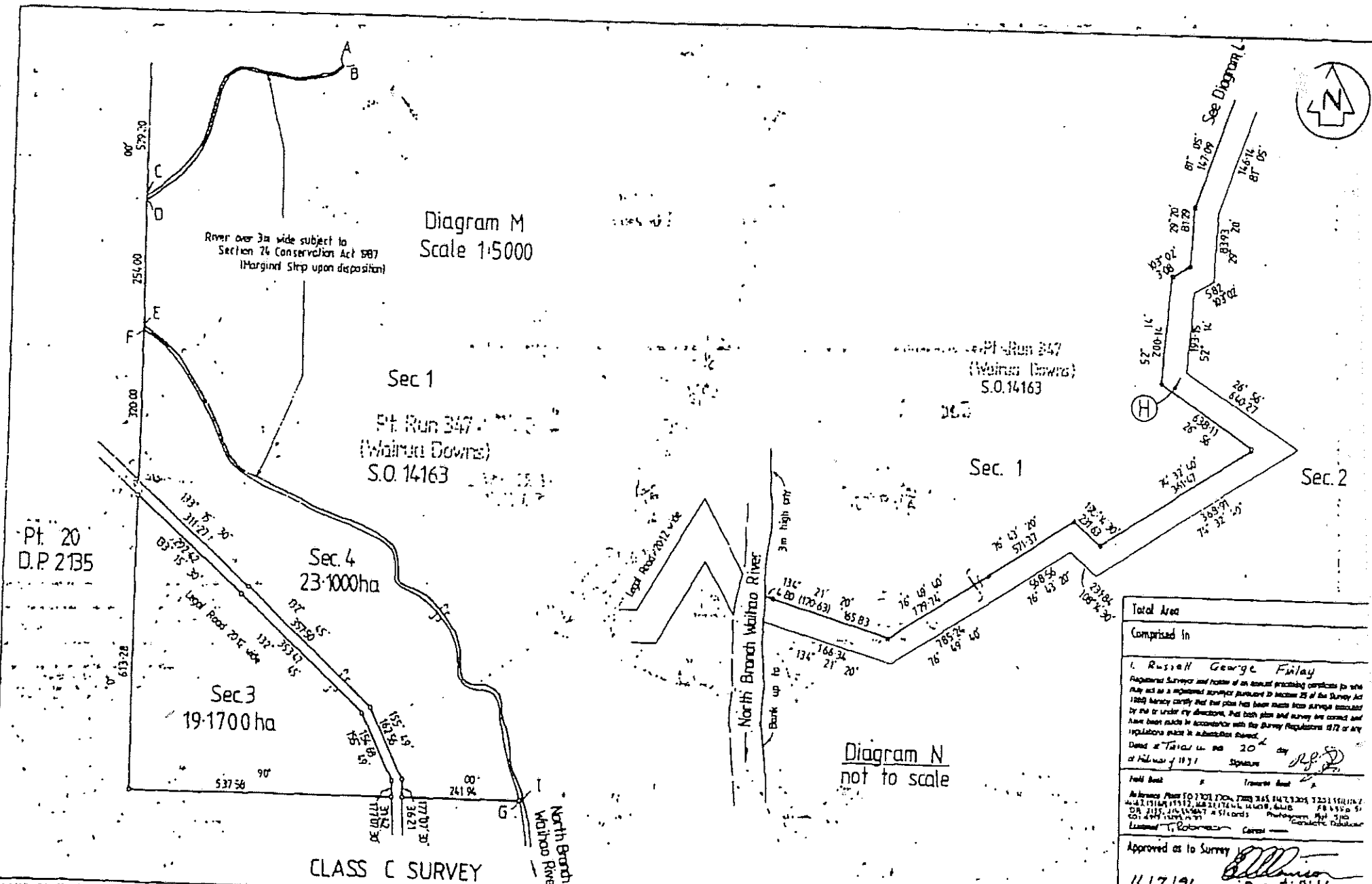


Diagram N  
not to scale

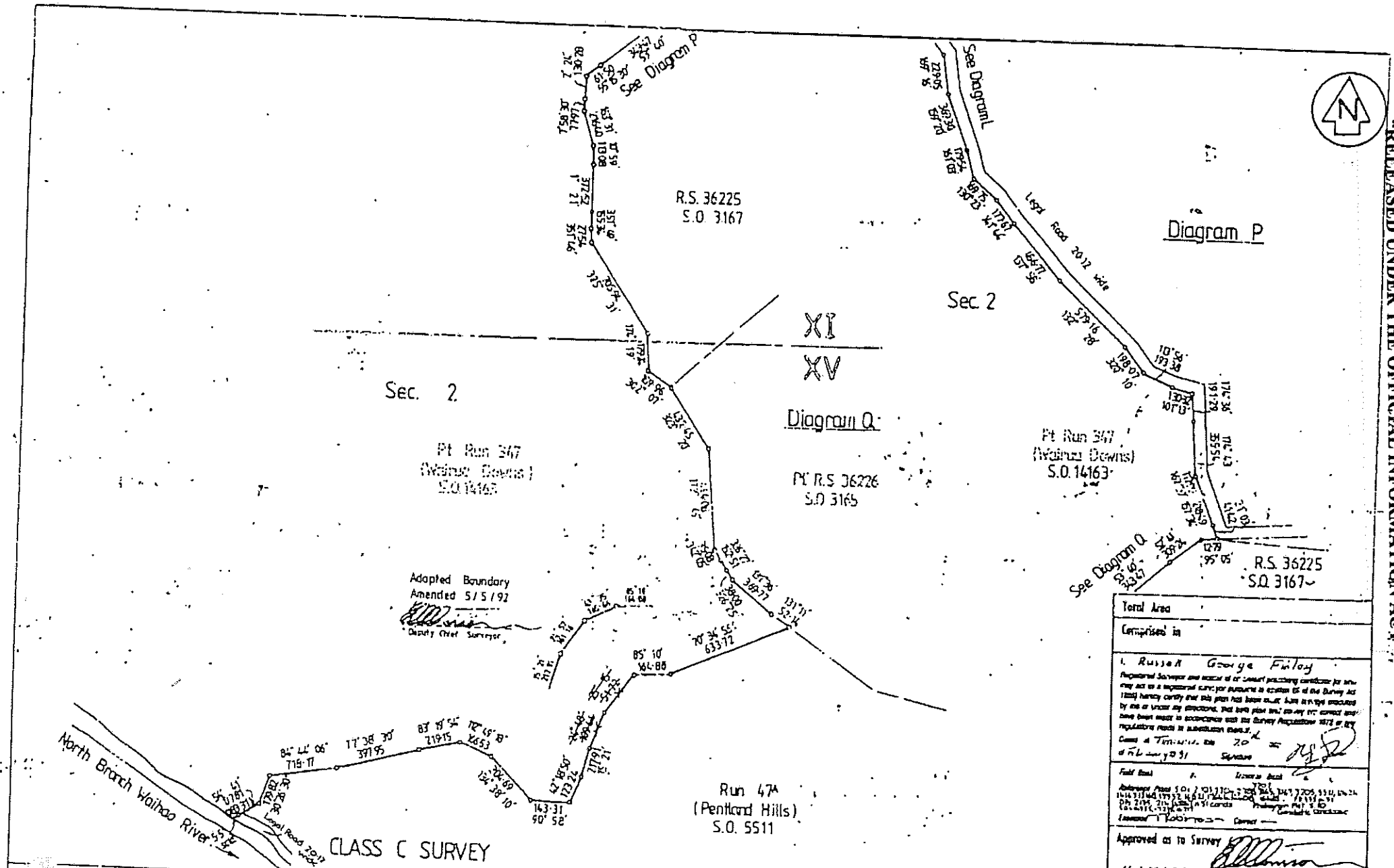
CLASS C SURVEY

Total Area	
Comprised in	
1. Russel George Finlay Registered Surveyor and holder of an annual practicing certificate for the year 1990 hereby certify that the plan has been made from surveys conducted by the following surveyors, 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 Tairāwhiti on the 20th day of February 1991 Signature: <i>R.G. Finlay</i>	
Field Book	Transcript Book
As per Form 101 (201) D.O. Form 245 (4/7/2009) 1231 (1/1/1997) 44-21 (19/1/1997), 44-21 (1/1/1997), 44-21 (1/1/1997), 44-21 (1/1/1997) D.O. 2117, 2117, 2117, 2117 & 2117. Particulars: Particulars: Particulars: Particulars: Particulars: Examined: T. Robertson. Correct: _____ Consulate: Robertson	
Approved as to Survey	
11/1/91	<i>B. Milward</i> Deputy Chief Surveyor
Deposited this day of 19	
District Land Registrar	
File	S018590
Received 22.4.91	

LAND DISTRICT Canterbury  
SURVEY BLK. & DIST. v vi vii x xi xiv xv  
NZMS 261 SHT 1.39  
RECORD MAP No 10000/1-3  
10000/1-4

Diagrams M & N

TERRITORIAL AUTHORITY Waimate District  
Surveyed by Milward Finlay Lobb & Bell 1906/97  
Scale as shown Date December 1990

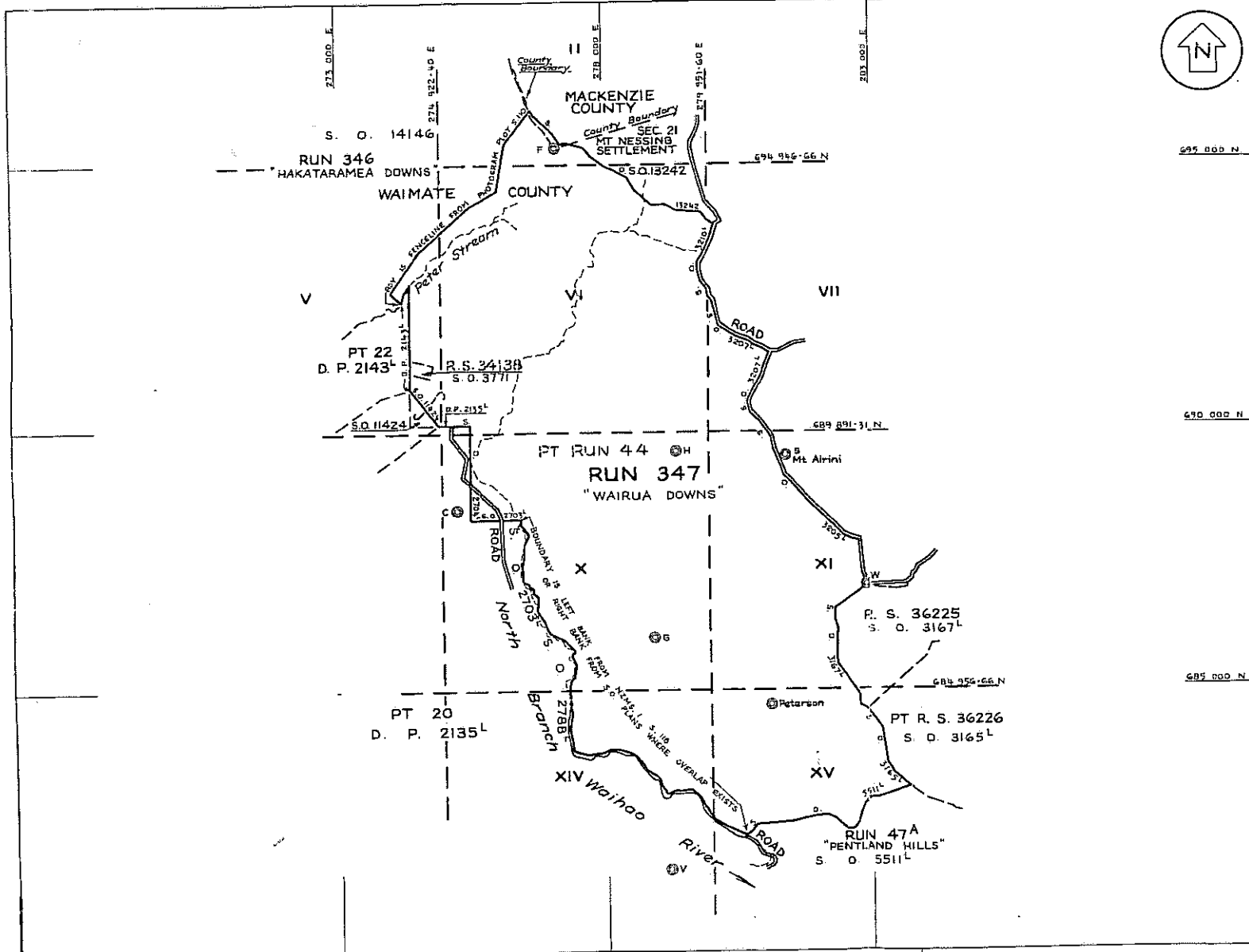


Total Area	
Comprised in	
1. Russel George Finlay Registered Surveyor and holder of a current practicing certificate for who may act as a registered surveyor pursuant to section 65 of the Survey Act 1953 hereby certifies that this plan has been made from a survey conducted by me or under my direction, that the plan and any other documents which have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.	
Came to this plan on	20th
of the year	1991
Signature	<i>[Signature]</i>
Field Book	Volume Book
Reference Plans	S.O. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
Approved as to Survey	<i>[Signature]</i>
11/17/91	Deputy Chief Surveyor
Deposited 14th	day of
	19
	District Land Registrar
File	
Number	21-4-41
	S010590

LA. STRICT Canterbury  
 SURVEY BLK. & DIST. v. VI, VII, X, XI, XIV, XV Nimrod  
 1.39 10000/1-3  
 NZMS 261 SHT 1.39 RECORD MAP No 10000/1-4

Diagrams P & O.

TERRITORIAL AUTHORITY Waimate District  
 Surveyed by Milward Finlay Lobb & Bell 191069/1  
 Scale not to scale Date December 1990  
 Sheet 5 of 5



Schedule		
Appellation	Former Area	New Area
Run 347	6872.1692 ha.	6840.0 ha.
<p>1. All work is adopted.</p> <p>2. Run 347 is subject to Sec. 58 of the Land Act 1948 along rivers and streams over 3 metres wide.</p> <p>3. All roads are legal and 20.12 wide.</p>		
<p>Datum: Old Cadastral                  Timaru Circuit Coordinates                  Origin: Mt Horrible 700 000 mN                  300 000 mE</p>		
Total Area 6840.0 ha.		
Comprised in C.L. 529/55		
<p>This plan represents the most accurate planimetric definition available at this date of the boundaries of Run 347.</p> <p>Date <u>20/11/76</u></p> <p style="text-align: right;"><i>[Signature]</i> Chief Surveyor</p>		
Field Book	P	Traverse Book
505, 1414, Reference Plans 2705, 2706, 2708, 3147, 3165, 3167, 3205, 3207, 3210, 5511, 3771, 1192, D.P. 2143, Photogram. Plat. S. 110, D.P. 2135, S. 110, S. 118, Examined L. Hay, Chief Surveyor		
Approved as to Survey		
See Above		
Chief Surveyor		
Deposited this	day of	19
District Land Registrar		
File	P. 56	50 14163
Received L. Hay 8-10-76		
Instructions		

LAND DISTRICT CANTERBURY  
 SURVEY BLK. & DIST. II, V, VI, VII, X, XI, XIV, XV NIMROD  
 42MS 177 SHEET NO. S. 110, S. 118

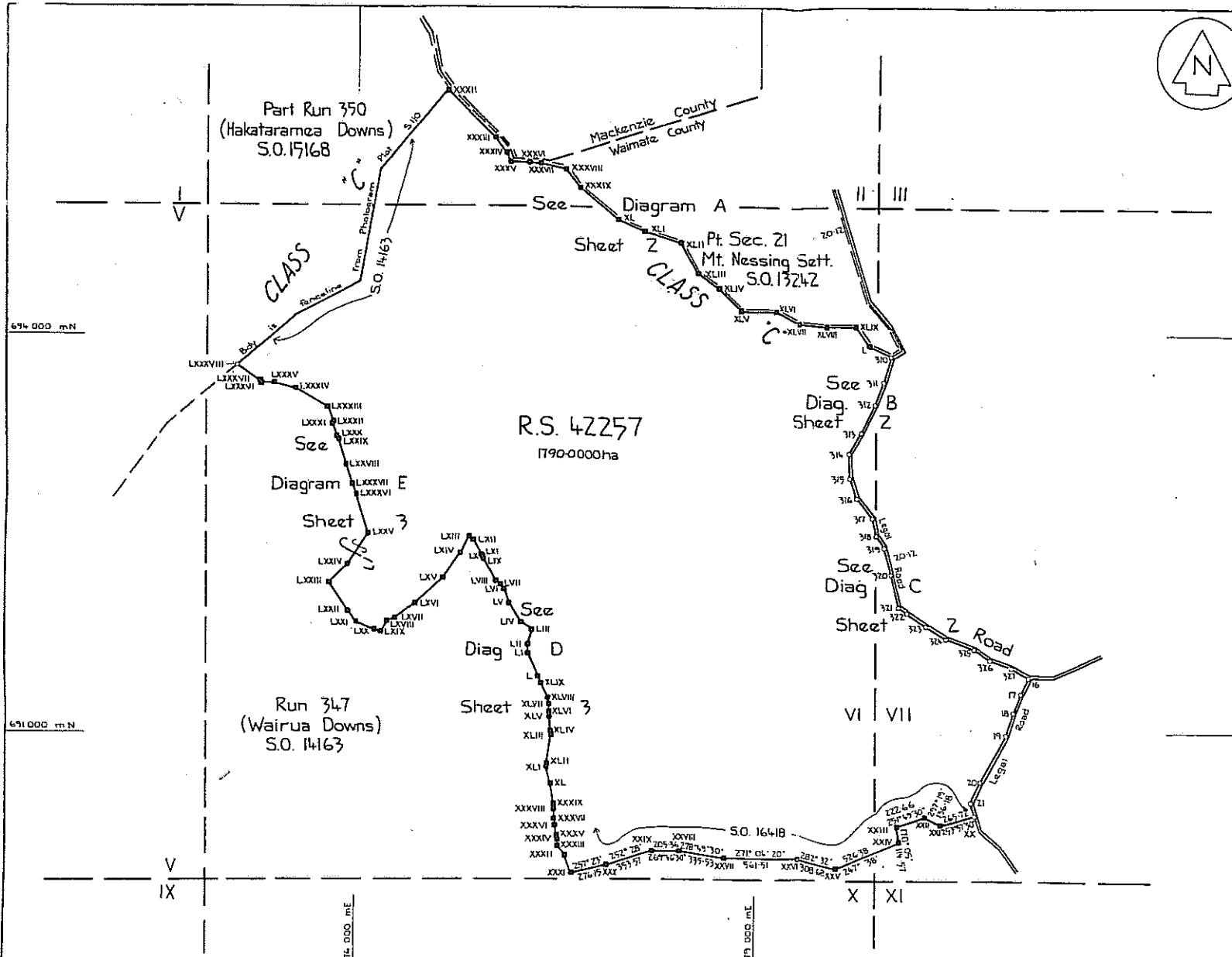
RUN 347 "WAIRUA DOWNS"

LOCAL AUTHORITY MACKENZIE & WAIMATE COUNTIES  
 COMPILED IN SURVEY OFFICE  
 Scale 1:50000 Date SEPT 1976

Printed by A. H. Shuter, Government Printer, Wellington, New Zealand.

L. F. Gilling, Surveyor-General, Department of Lands and Survey, Wellington.





Approved  
 Note: All work is adopted.  
 See diagram sheets for  
 adoption references also.

APPROVED FOR AND ON BEHALF OF  
 HER MAJESTY THE QUEEN AS QUARTER  
*[Signature]*  
 Commissioner of Crown Lands  
 28/5/86

Datum: Geodetic 1949 & Magnetic  
 Timaru Circuit Coordinates  
 Circuit Origin: Mt. Horrible  
 700 000mN 300 000 mE  
 Origin Point: LXXXVIII S.O. 16418 from S.O. 14163  
 691 769.99 mN 275 084.70 mE

Total Area 1790-0000 ha  
 Comprised in Pt. C.L. 529/59

I, *[Signature]* of  
 Registered Surveyor and holder of an annual practising certificate  
 hereby certify that this plan has been made from Surveys executed  
 by me or under my direction, that both plan and Survey are correct  
 and have been made in accordance with the regulations under the  
 Surveyors Act 1958  
 Dated at this day  
 of 19 Signature

Field Book — p Traverse Book — p  
 Reference Plans S.O. 3207, 310, 5018, 13242, 14163, 15168 & 16418

Examined *[Signature]* Correct *[Signature]*

Approved as to Survey  
 29/5/86 *[Signature]* Chief Surveyor

Deposited this day of 19

District Land Registrar  
 File P 56  
 Received 21-7-86  
 Instructions 84/5213

**S016821**

LAND DISTRICT Canterbury  
 SURVEY BLK. & DIST. II, VI & VII Nimrod  
 NZMS 261 SHEET No. J. 39

R.S. 42257

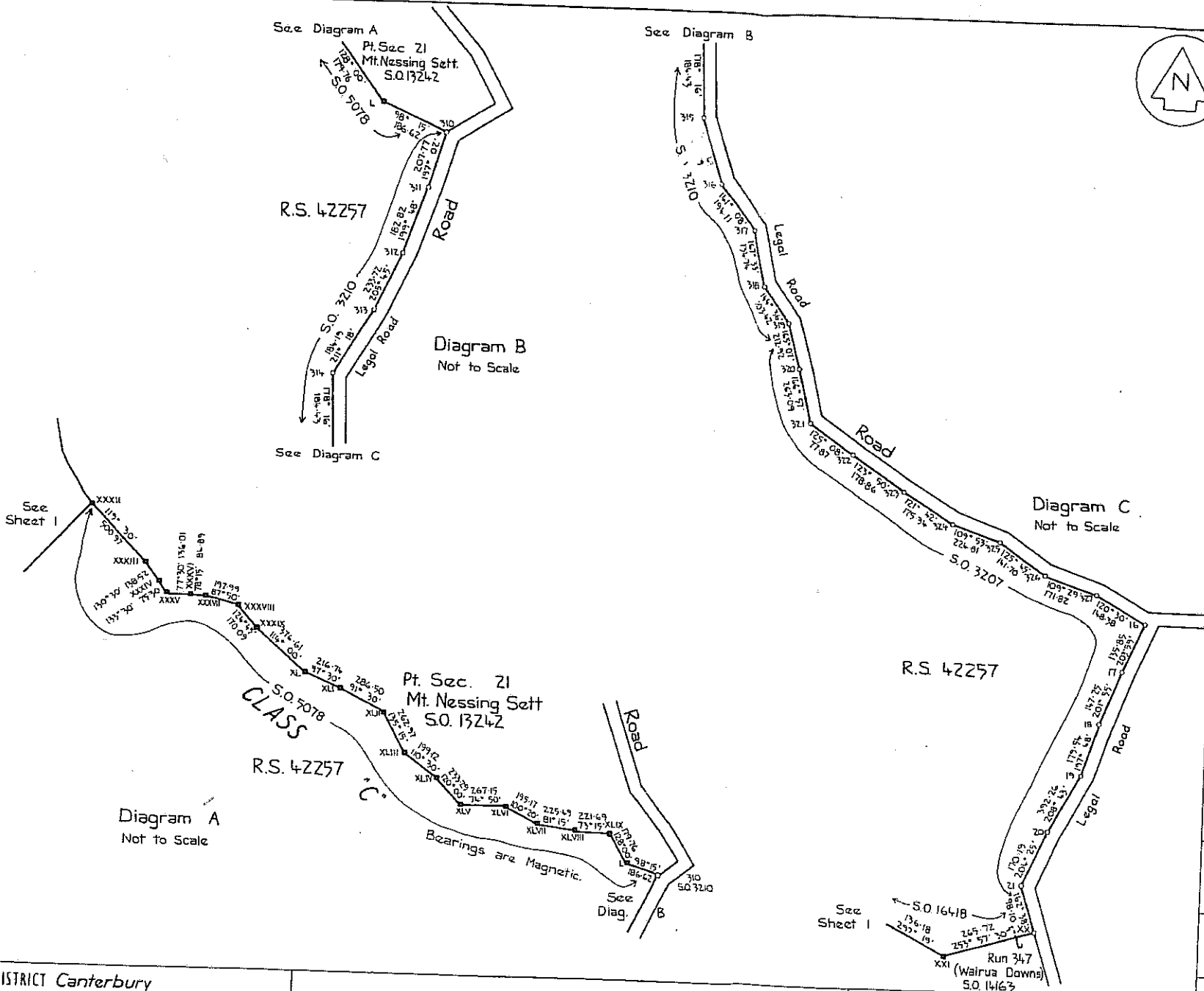
TERRITORIAL AUTHORITY Waimate County  
 Compiled in Survey Office  
 Scale 1:20 000 Date May 1986

P. O. HESSELMAN, GOVERNMENT PRINTER, WELLINGTON, NEW ZEALAND—1983

W. N. HENNING, SURVEYOR GENERAL, DEPARTMENT OF LAND AND SURVEY, WELLINGTON.

13567—8000/4/3/18 (45 FORM N 1)

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"



Approval	
Total Area	
Comprised in	
I Registered Surveyor and holder of an annual practising certificate hereby certify that this plan has been made from surveys executed by me or under my direction; that both plan and survey are correct and have been made in accordance with the regulations under the Surveyors Act 1965	
Dated at	this day
19	Signature
Field Book — p	Traverse Book — p
Reference Plans S.O.s 3210, 3207, 5078, 13242, 14163, 41516A & 16418	
Examined <i>Done</i>	Correct <i>L. Reddy</i>
Approved as to Survey	
29. 8. 86	<i>Jarvis</i> Chief Surveyor
Deposited this	day of 19
District Land Registrar	
File P56	Received 21. 7. 86 x
Instructions 86/10213	
<b>S016821</b>	

LAND DISTRICT Canterbury  
 SURVEY BLK. & DIST. II, VI & VII Nimrod  
 YZMS 261 SHEET No. J. 39

Diagrams A, B & C

TERRITORIAL AUTHORITY Waimate County  
 Compiled in Survey Office  
 Scale See Plan Face Date May 1986

© D. HAZELBERG GOVERNMENT PRINTER, WELLINGTON, NEW ZEALAND—1543

W. H. Hawkey, Surveyor-General, Department of L.M.U. and Survey, Wellington.

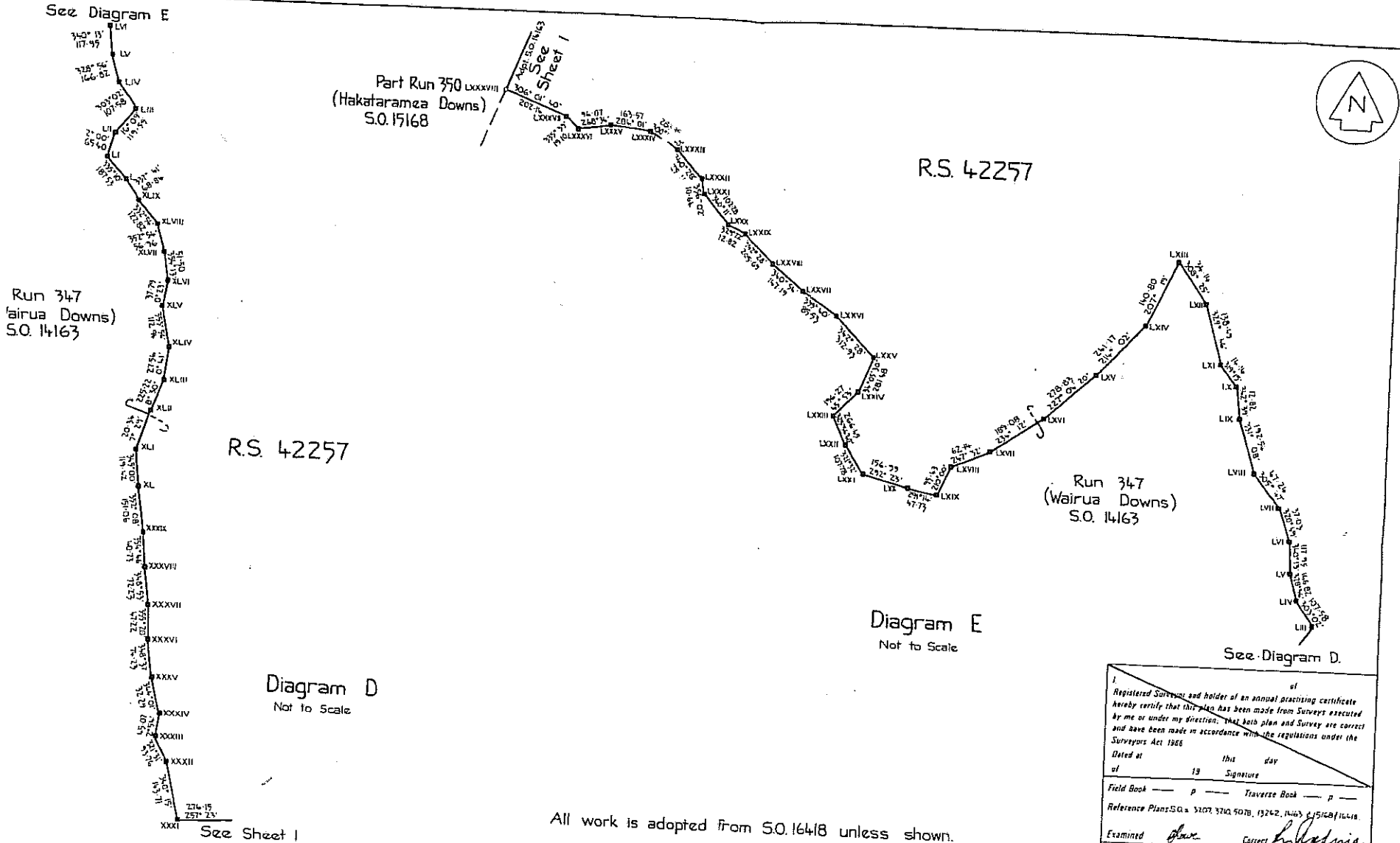


Diagram E  
Not to Scale

Diagram D  
Not to Scale

All work is adopted from S.O. 16418 unless shown.

I, \_\_\_\_\_ of \_\_\_\_\_  
Registered Surveyor and holder of an annual practising certificate  
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 regulations under the  
Surveyors Act 1966

Dated at \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_ 19 \_\_\_\_\_  
Signature \_\_\_\_\_

Field Book \_\_\_\_\_ p \_\_\_\_\_ Traverse Book \_\_\_\_\_ p \_\_\_\_\_  
Reference Plans: S.O. 5107, 5210, 5070, 13242, 14403 & 5168/16418

Examined *Howe* Correct *Hakataramea*

Approved as to Survey \_\_\_\_\_  
*29/ 8 / 86* Chief Surveyor

Deposited this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
District Land Registrar

File P.56  
Received 21.7.86 X  
Instructions 06/0215

DISTRICT Canterbury  
BLK. & DIST. II, VI & VII Nimrod  
361 SHEET No. J 39

Diagrams D & E

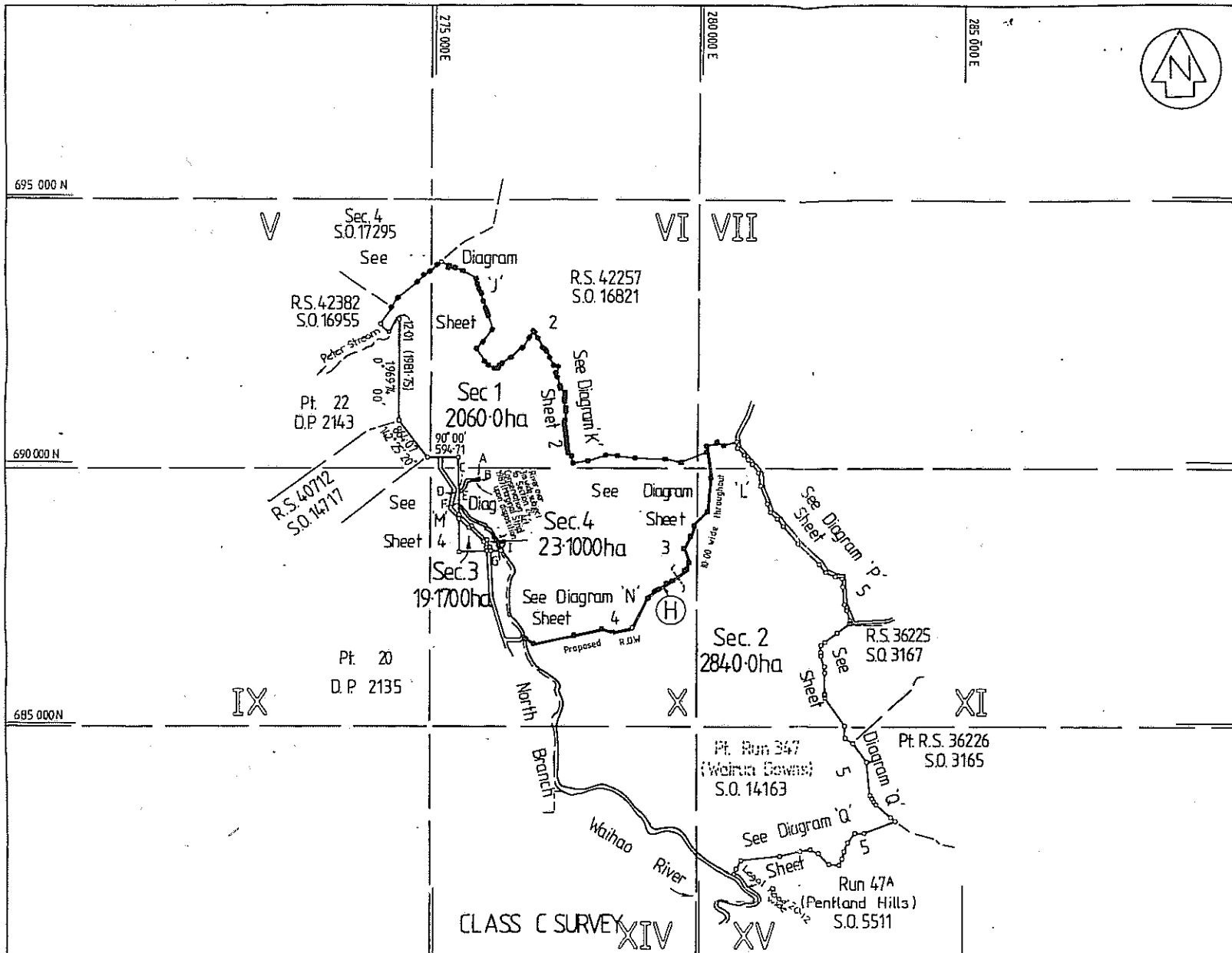
TERRITORIAL AUTHORITY Waimata County  
Compiled in Survey Office  
Scale See Plan Face Date May 1986

**S016821**

GOVERNMENT PRINTER, WELLINGTON, NEW ZEALAND—1986

H. W. Ramsey, Surveyor-General, Department of Lands and Survey, Wellington.

12347—8/80/4/8/PTK 116 FORM N 13



Approvals Approved  
 Approved by  
 Land Corporation Limited  
 per:  
*[Signature]*

Pursuant to a resolution under Section 348 of the Local Government Act 1974 dated 23.11.91, the Waimate District Council hereby consents to the laying out, granting & restoring of the Right of Way shown hereon, the consent of the Waimate District Council was afforded hereto in the presence of:



*[Signature]*  
 Mayor  
*[Signature]*  
 General Manager

Note  
 River boundaries shown A-C, B-D, E-I, F-G are subject to Section 24, Conservation Act (Marginal Strip) upon disposition

Schedule of Easement

Nature	Servient Tenement	Grantee
R.O.W in grass	Sec. 2 H	H.M. the Queen

Total Area 4942.2700 ha  
 Comprised in C.L. 529/55

I, Russell George Finlay  
 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 1986) 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 Timaru, this 20<sup>th</sup> day of February 1991  
 Signature: *[Signature]*

Field Book p. Reverse Book p.  
 Reference Plans S.O. 2102, 2104, 2108, 2165, 2147, 2205, 2207, 2511, 11424, 11631, 1968, 1972, 1882, 1644B, 4408, 17644, E.P. 455 p. 21  
 S.P. 2142, 2135, 1882, 11 91 cards Photogram Plot 3, 110  
 S.O. 4752, 1225, 11477 Geomatic Database  
 Examined T. Robertson Correct

Approved as to Survey  
 11/17/91  
*[Signature]*  
 Deputy Chief Surveyor

Deposited this day of 19  
 District Land Registrar

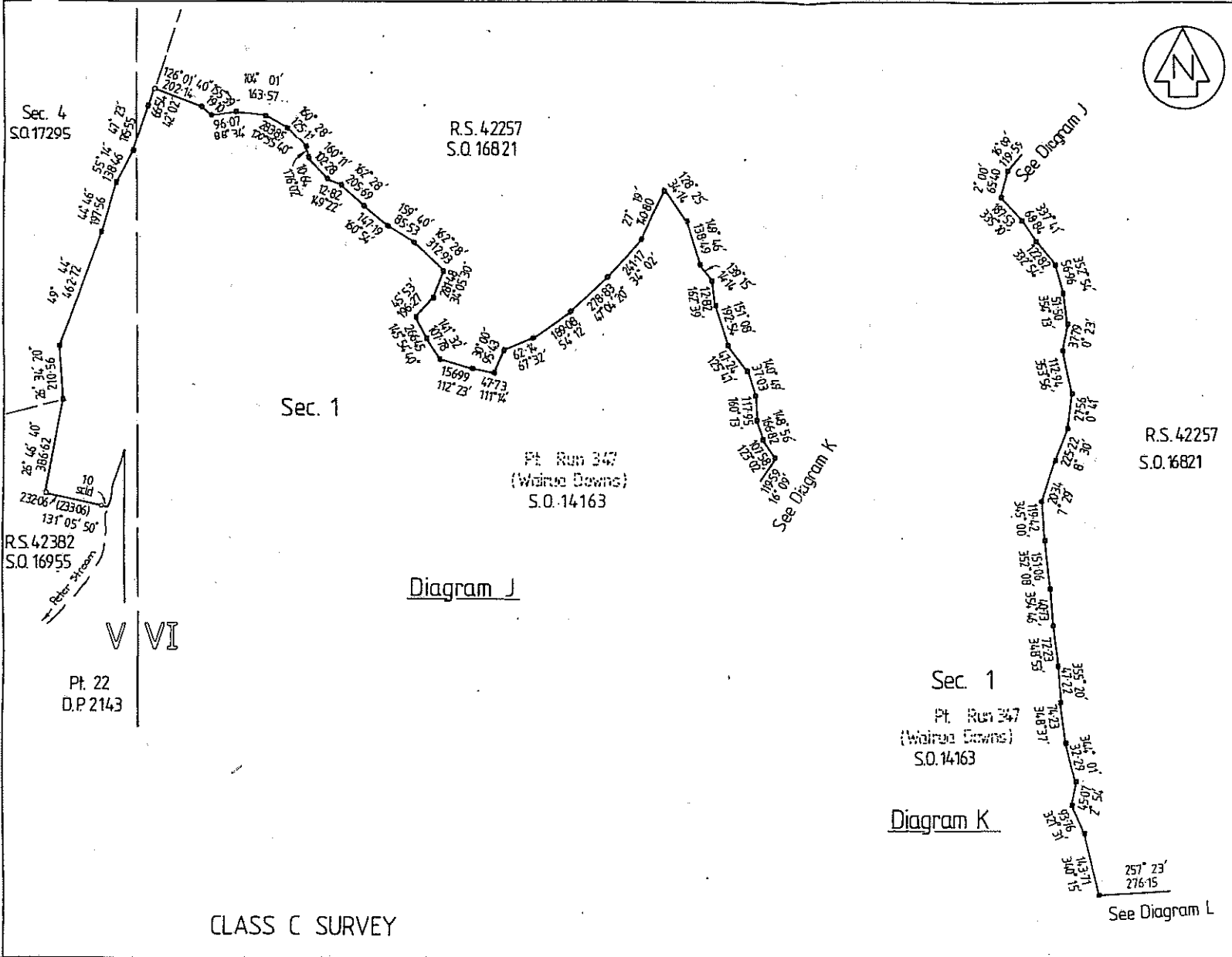
File Received 22. 4. 91  
 Instructions SO18590

LAND DISTRICT Canterbury  
 SURVEY BLK. & DIST. V, VI, VII, X, XI, XIV, XV Nilmerad  
 NZMS 261 SHT 1.39 RECORD MAP No 10000 / 1-3  
 1.39 10000 / 1-4

Sections 1, 2, 3 & 4

TERRITORIAL AUTHORITY Waimate District  
 Surveyed by Milward Finlay Lobb & Bell 191059/1  
 Scale 1:50000 Date December 1990

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"



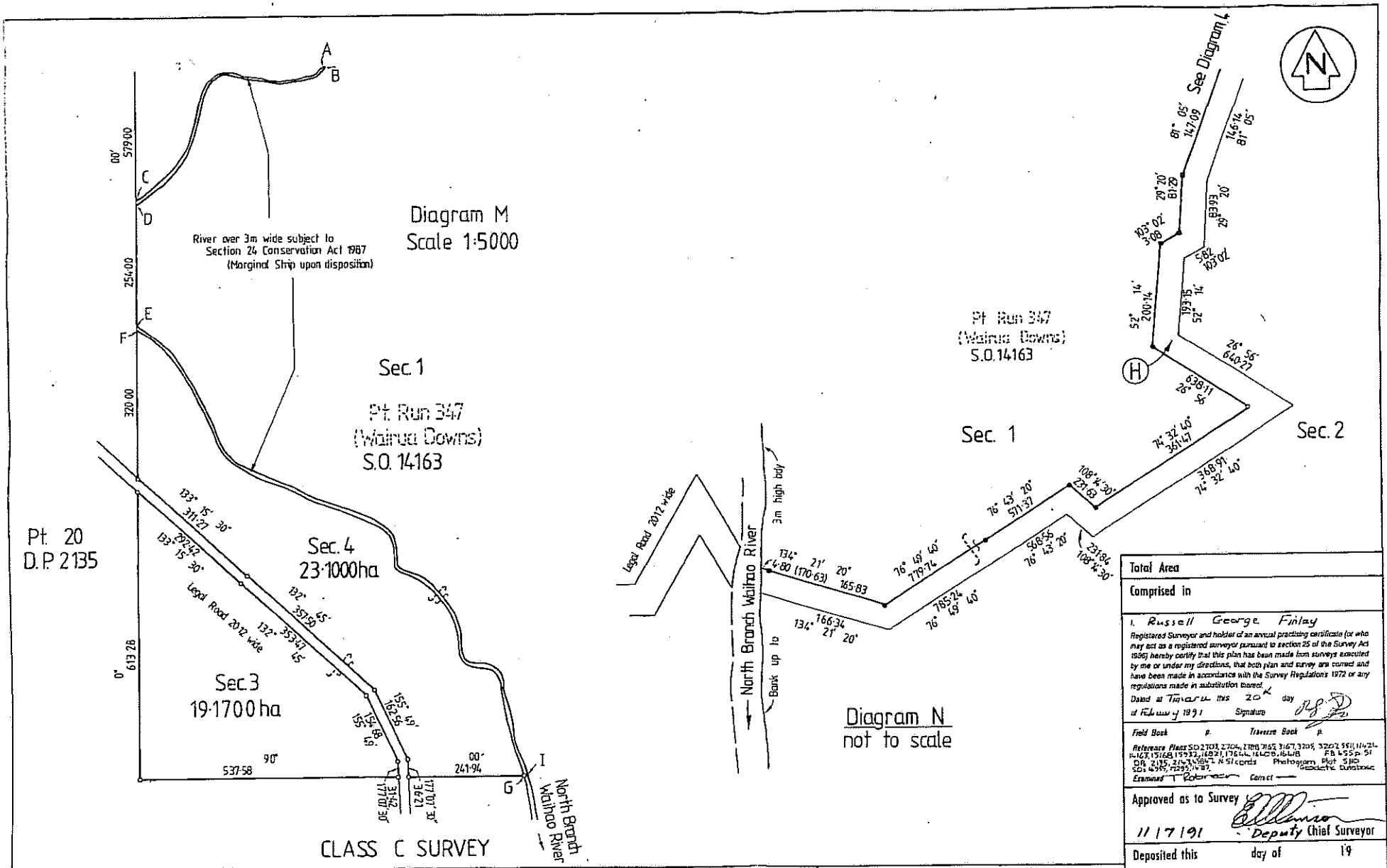
Approvals	
Total Area	
Comprised in	
I, <u>Russell George Finlay</u> , Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1958) hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and surveys are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof. Dated at <u>Timaru</u> this <u>20<sup>th</sup></u> day of <u>February</u> 19 <u>91</u> . Signature <i>[Signature]</i>	
Field Book p.	Traverse Book p.
Reference Plans SO 2103 274, 2768, 3165, 3167, 3205, 5511, 11421, 11463, 15168, 17932, 18021, 32071	FB 4, 5, 6, 51
DS 2135, 2143, 4384-7	N 91 records
S.O. 1495, 1125, 1171	Photogram plot 5 110
Examined <u>T. Brown</u>	Correct
Approved as to Survey <i>[Signature]</i>	
11/7/91 Deputy Chief Surveyor	
Deposited this day of 19	
District Land Registrar	
File	SO18590
Received 22.4.91	
Instructions	

LAND DISTRICT Canterbury  
 SURVEY BLK. & DIST. V, VI, VII, X, XI, XIV XV Nimrod  
 NZMS 261 SHT 1 39 RECORD MAP No 10000 / 1-3  
 1 39 10000 / 1-4

Diagrams J & K

TERRITORIAL AUTHORITY Waimate District  
 Surveyed by Milward Finlay Lobb & Bell 191069/1  
 Scale not to scale Date December 1990



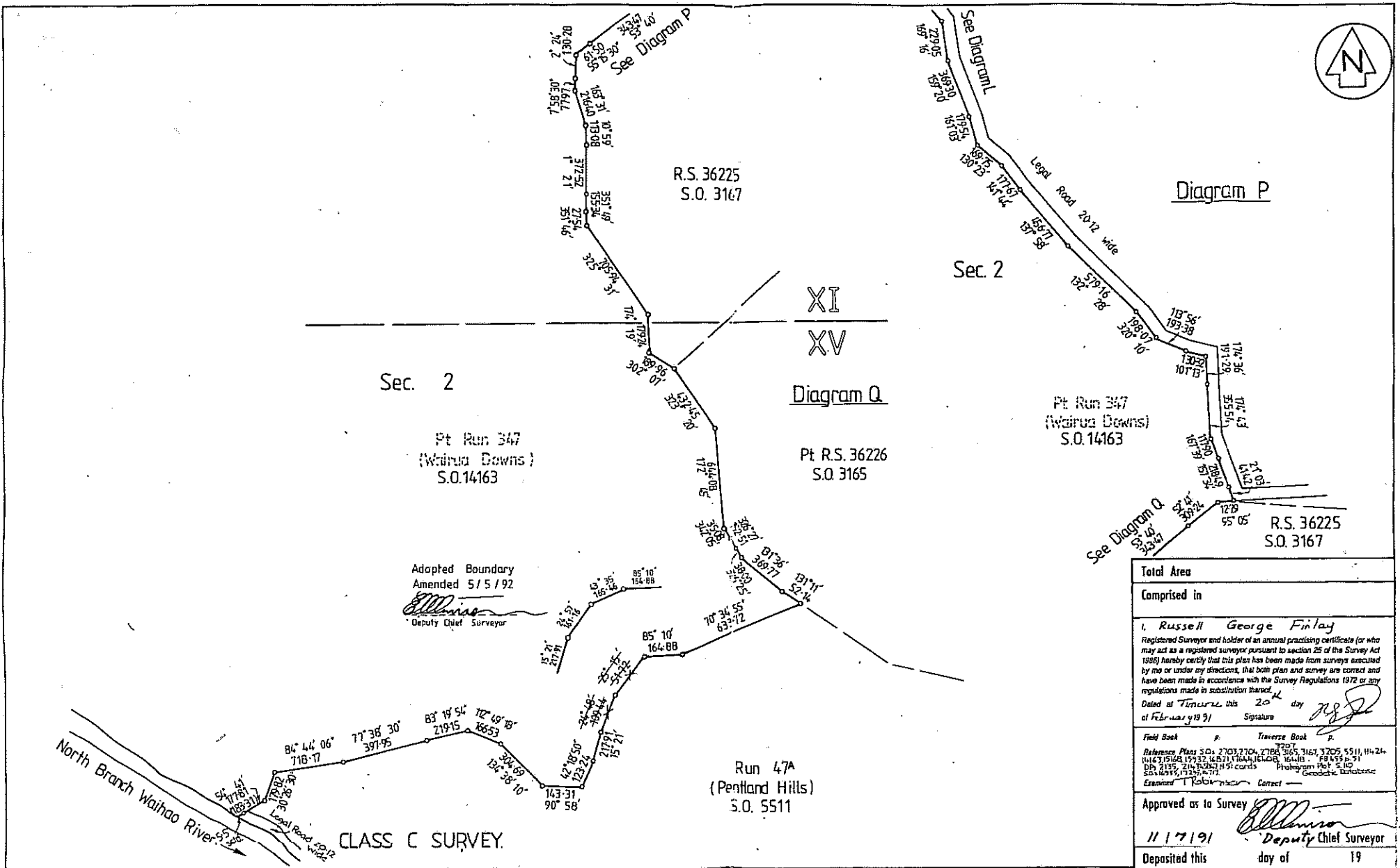


Total Area	
Comprised in	
1. Russell George Finlay Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986) hereby certify that this plan has been made from surveys executed by me or under my directions, 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 Timaru this 20 <sup>th</sup> day of February 1991 Signature: <i>R.G. Finlay</i>	
Field Book p.	Traverse Book p.
Reference Plans SO 2703, 2704, 2705, 3167, 3209, 3202, 551, 11421, 1162, 15165, 15932, 16821, 17644, 16408, 16418, FB 455 p. 51	Photogram Plot 510
Dist. 230.00	Magnetic Distance
Examined T. Roberts	Consent
Approved as to Survey <i>[Signature]</i> 11/7/91 Deputy Chief Surveyor	
Deposited this day of 19	
District Land Registrar	
File Instructions	S018590

LAND DISTRICT Canterbury  
 SURVEY BLK. & DIST. v VI VII X XI XIV XV  
 NZMS 261 SHT J. 39 RECORD MAP No 10000/14

Diagrams M & N

TERRITORIAL AUTHORITY Waimate District  
 Surveyed by Milward Finlay Lobb & Bell 1910/69/1  
 Scale as shown Date December 1990



Total Area	
Comprised in	
1. Russell George Finlay	
Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986) hereby certifies that this plan has been made from surveys executed by me or under my direction, that this 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 Timaru this 20 <sup>th</sup> day of February 1991	Signature <i>R.G. Finlay</i>
Field Book p. 797	Traverse Book p. 797
Reference Plans S.O. 2703, 2704, 2786, 3165, 3167, 3205, 5511, H424, H467, H584, 17932, 14571, H644, H648, 16416, FA453 p. 31	Diagrams P, Q, R
S.O. 5511, 17932, 14571	Geodetic Database
Examined T. Robinson	Correct
Approved as to Survey	<i>R. Milward</i> Deputy Chief Surveyor
11/7/91	19
Deposited this	day of
	District Land Registrar
File Received 22.4.91	S018590
Instructions	

LAND DISTRICT Canterbury  
 SURVEY BLK. & DIST. V, VI, VII, X, XI, XIV, XV Nimrod  
 J. 39 10000/1:3  
 NZMS 261 SHT J. 39 RECORD MAP No 10000/14

Diagrams P & Q

TERRITORIAL AUTHORITY Waimate District  
 Surveyed by Milward Finlay Lobb & Bell 191069/1  
 Scale not to scale Date December 1990