

Crown Pastoral Land Tenure Review

Lease name : WAITANGI

Lease number : PT 075

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

Other information

NOTICE OF RATING VALUATION

18 OCT 2001

RECEIVED

Pt 75
Waitangi

WAIMATE DISTRICT COUNCIL

Local Authorities use information contained in the district valuation roll to levy rates. This notice details information on your property that is contained in the district valuation roll of Waimate District Council. Previously, the district valuation roll was maintained by the Valuation Department. However, the Rating Valuations Act 1998 now obliges Councils to maintain the valuation rolls but allows them to choose their valuation service provider.

The Valuer-General regulates the maintenance of district valuation rolls to ensure that they meet the minimum standards set out in the Rating Valuations Act, the Rating Valuations Regulations and rules of the Valuer-General.

This notice of valuation has been issued as a result of a **General Revaluation**.

Waimate District Council has contracted Quotable Value New Zealand to carry out this work.

If you wish to discuss this valuation write to:

Quotable Value New Zealand Ltd, P O Box 5019, Wellington.

Or telephone (04) 499 2571, or call toll free on 0800 787 284.

Please quote the following valuation reference number in all correspondence:

25170 13000

PROPERTY VALUE

Property value as at 01 September 2001, being the date of the latest revaluation of Waimate District Council:

An explanation of the terms Land Value, Value of Improvements, and Capital Value is provided overleaf.

Land Value	\$1,260,000
Value of Improvements	\$380,000
Capital Value	\$1,640,000

PROPERTY DETAILS

Property Address: 0 TE AKATARAWA RD
Owner's Name: Land Information New Zealand
Occupier's Name(s): Waitangi Station Ltd
Nature of Improvements: FENCING, BUILDING, OTHER IMPROVEMENTS
Area of Land: 19320.0000 hectares
Legal Description: P 75 PT RUN 282-WAITANGI-BLKS III-VI GIBSON SD BLKS V VI IX, X XIII XIV DALZELL SD BLK I HAKATARAMEA SD BLKS VIII XI, XII XIV-XVI HEWLINGS SD

OBJECTION DATE

Objections must be lodged no later than **18 November 2001**. Refer overleaf for details on the objection procedure.

FURTHER INFORMATION

Please refer overleaf of page 1 for an explanation of terms used in this notice, and answers to commonly asked questions including the objection procedure. If you are in need of more assistance, contact the office shown at the top of this notice.



easternmost corner of part Lot 9A, D.P. 2463 situated in Block I, Maungakawa Survey District; thence easterly along a right line across that public road to the generally southern side of Hangawera Road; thence generally easterly along that roadside to the westernmost corner of Lot 3, D.P. 14696; thence south-easterly along the north-eastern boundary of Lot 10, D.P. 15447, to and south-westerly along the north-western boundary of Lot 7, D.P. 2465, to and south-easterly along the north-eastern boundary of part Lot 1, D.P. 13501, and its production to the generally southern side of the Provincial State Highway No. 26, situated in Block VI, Maungakawa Survey District; thence generally easterly along that roadside, to and generally south-easterly along the generally south-western side of Avenue Road and its production to the middle of the Waitakaruru Stream, crossing the intervening Frankton-Thames Railway and a public road; thence generally south-westerly up the middle of that stream to its intersection with the western boundary of Lot 2, D.P. S. 2799; thence northerly along that boundary, to and along a right line across the aforesaid State highway, to the southernmost corner of part Lot 1, D.P. 7723; thence northerly along the western boundary of that part Lot 1, and the western boundaries of Lots 2 and 1, D.P. 8165, to the westernmost corner of that last-mentioned lot; thence generally south-westerly along the generally south-eastern side of Hollands Road, to a point in line with the generally south-western boundary of the balance of the land shown on D.P. 2715 aforesaid; thence north-westerly along a right line to the point of commencement.

Secondly, all that area in the South Auckland Land District, Waikato County, bounded by a line commencing at the northernmost corner of Lot 1, D.P. S. 8266, situated in Block XVI, Komakorau Survey District, being a point on the boundary of the Taupiri Drainage and River District as described in *N.Z. Gazette*, 1957, page 1418; and proceeding northerly along a right line to the northernmost corner of part Lot 3, D.P. S. 962, situated in Block XII, Komakorau Survey District, being a point on the boundary of the aforesaid Taupiri Drainage and River District; thence south-easterly along the south-western side of Eureka Station Road to a point in line with the north-western boundary of Lot 1 aforesaid; thence south-westerly along a right line to the point of commencement.

Certified correct description:

D. B. Hopcroft, Chief Surveyor.
27 September 1967.

On 15 February 1967 the following resolution was resolved: That the Special Order as set out in the Minutes of the Meeting of 14 December 1966 be confirmed.

D. J. BRATTHWAITE,
Secretary, Eureka Drainage Board.

Crown Land Set Apart for the Use, Convenience, or Enjoyment of a Road in Block I, Piopiootea Survey District, Borough of Taumarunui

PURSUANT to section 25 of the Public Works Act 1928, the Minister of Works hereby declares the land described in the Schedule hereto to be set apart for the use, convenience, or enjoyment of a road from and after the 6th day of November 1967.

SCHEDULE

SOUTH AUCKLAND LAND DISTRICT

ALL those pieces of land situated in Block I, Piopiootea Survey District, South Auckland R.D., described as follows:

A.	R.	P.	Being
0	0	0.8	} Parts Ohura South G 4 E 2 Block.
0	0	0.4	
0	0	0.8	} Parts Ohura South G 4 G 2 Block.
0	0	0.8	

Being formerly parts railway land in Proclamation No. 4297.

As the same are more particularly delineated on the plan marked M.O.W. 21581 (S.O. 43422) deposited in the office of the Minister of Works at Wellington, and thereon coloured blue.

Dated at Wellington this 12th day of October 1967.

PERCY B. ALLEN, Minister of Works.
(P.W. 72/4/6/0; D.O. 6/4/0/3)

Crown Land Set Apart for Road in Block V, Gibson Survey District

PURSUANT to section 25 of the Public Works Act 1928, the Minister of Works hereby declares the land described in the Schedule hereto to be set apart for road from and after the

A.	R.	P.	Being
1	2	32.3	Part Run 282; coloured blue on plan M.C. 20745 (S.O. 10530).
11	0	8.7	Part Run 282; coloured blue on plan M.C. 20747 (S.O. 10532).

As the same are more particularly delineated on the plan deposited in the office of the Minister of Works at Wellington and marked and coloured as above mentioned.

Dated at Wellington this 12th day of October 1967.
PERCY B. ALLEN, Minister of Works.
(P.W. 92/12/73/6; D.O. 92/12/73/6/2)

Crown Land Set Apart for the Use, Convenience, or Enjoyment of a Road

PURSUANT to section 25 of the Public Works Act 1928, the Minister of Works hereby declares the land described in the Schedule hereto to be set apart for the use, convenience, or enjoyment of a road from and after the 6th day of November 1967.

SCHEDULE

OTAGO LAND DISTRICT

ALL those pieces of Crown Land situated in Blocks I and Crookston Survey District and Block VI, Town of Bas described as follows:

A.	R.	P.	Being
3	2	8.1	Adjoining Sections 47 and 48, Block I, Crookston Survey District; coloured green on plan marked M.O.W. 20091 (S.O. 12797).
1	0	8.8	Adjoining Sections 1-5, Block VI, Town of Bas and Section 16, Block XV, Crookston Survey District; coloured green on plan marked M.C. 21245 (S.O. 12798).

As the same are more particularly delineated on the plan deposited in the office of the Minister of Works at Wellington and marked and coloured thereon as above mentioned.

Dated at Wellington this 12th day of October 1967.
PERCY B. ALLEN, Minister of Works.
(P.W. 72/8/17/0; D.O. 72/8/17/0/5)

Crown Land Set Apart for a Post Office in Block I, Manapouri Survey District

PURSUANT to section 25 of the Public Works Act 1928, the Minister of Works hereby declares the land described in the Schedule hereto to be set apart for a post office from and after the 6th day of November 1967.

SCHEDULE

SOUTHLAND LAND DISTRICT

ALL that piece of land containing 3 roods 20.5 perches situated in Block I, Manapouri Survey District, being Section 695; as the same is more particularly delineated on the plan marked M.O.W. 21615 (S.O. 7654) deposited in the office of the Minister of Works at Wellington, and thereon edged in blue.

Dated at Wellington this 16th day of October 1967.
PERCY B. ALLEN, Minister of Works.
(P.W. 20/1324; D.O. 24/146/0/1)

Land Held for a Public School Set Apart for Police Purposes (Residence) in the City of Christchurch

PURSUANT to section 25 of the Public Works Act 1928, the Minister of Works hereby declares the land described in the Schedule hereto to be set apart for police purposes (residence) from and after the 6th day of November 1967.

SCHEDULE

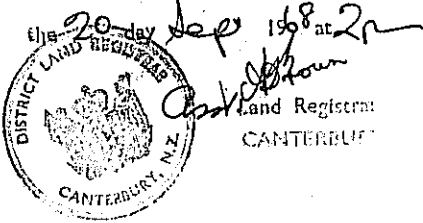
CANTERBURY LAND DISTRICT

ALL that piece of land containing 34 perches situated in the City of Christchurch, Canterbury R.D., and being part of

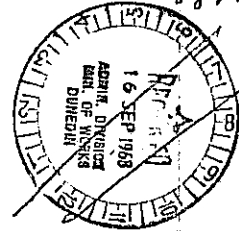
747000

NOTICE
Particulars entered in Register be-

Vol. folio
Proc 723376.



Gazette Notice 850994 authorising the application of Rural Section 40073 to recreation purposes which shall be a secondary use of the said land and specifying that Part II of the Reserves and Domains Act 1953 shall apply to the said land - 2.12.1971 at 9am



Notice 746998 declaring parts of the within land (18.8 parcels & 14.7 parcels) to be set apart for roads 20/9/1968 at 2p

C. Brown

Proclamation 771805 proclaiming parts of Run 282 (17a, 2c, 3q and 18a, 1c, 31p) adjoining hereto to be closed road and added to land held for the development of water power (Aramore Power Scheme) - 29/7/1969 at 9am.

A.R.
A.R.

No A351275-2 Gazette Notice (30 April 1968, No 60 P1354) declaring Part of the land marked D (11.1000ha) Crown Land on SO Plan 197491 be set apart for the generation of electricity - 13.5.1968 at 9.10

M. O'Connell
for Dir.

No. 816719 Change of Appellation whereby part of the within brown land (the 20 parcels) is now included in Rural Section 39911 - 7/12/1970 at 9-0am

C. Brown A.R.



LAND & DEEDS	
Title:	Notice
Firm:	BOW
10 SEP 1968	
Time:	2p
Fee: E	3
Abstract No.	5770

Gazette Notice 830456 authorising the

Extract from *New Zealand Gazette*, Thursday, 5 September 1968, No. 56, page 1524

Crown Land Set Apart for the Development of Water Power (Aviemore Power Project) in Blocks II, III, V, and VI, Gibson Survey District

PURSUANT to Section 25 of the Public Works Act 1928, the Minister of Works hereby declares the Crown land described in the Schedule hereto to be set apart for the development of water power (Aviemore power project) from and after the 9th day of September 1968.

SCHEDULE

CANTERBURY LAND DISTRICT

ALL those pieces of land situated in Canterbury R.D. described as follows:

A.	R.	P.	Being
0	1	8	Part bed of Deep Creek, Block V, Gibson Survey District; coloured blue on plan M.O.W. 20745 (S.O. 10530).
1	0	0	Part bed of Deep Creek, Block V, Gibson Survey District; coloured blue on plan M.O.W. 20745 (S.O. 10530).
0	2	32	Crown land, Block V, Gibson Survey District; coloured red on plan M.O.W. 20745 (S.O. 10530).
0	1	24	Crown land, Block V, Gibson Survey District; coloured red on plan M.O.W. 20745 (S.O. 10530).
1	1	20	Crown land, Block V, Gibson Survey District; coloured red on plan M.O.W. 20745 (S.O. 10530).
11	3	0	Crown land, Blocks V and VI, Gibson Survey District; coloured red on plan M.O.W. 20745 (S.O. 10530).
2	3	25	Crown land, Block V, Gibson Survey District; coloured red on plan M.O.W. 20745 (S.O. 10530).
0	3	6	Part bed of Deep Creek, Block V, Gibson Survey District; coloured blue on plan M.O.W. 20745 (S.O. 10530).
10	2	20	Part Run 66b, Block V, Gibson Survey District; coloured red on plan M.O.W. 20745 (S.O. 10530).
4	1	25	Part Run 66b, Block V, Gibson Survey District; coloured red on plan M.O.W. 20745 (S.O. 10530).
6	2	30	Part bed of Deep Creek, Blocks V and VI, Gibson Survey District; coloured blue on plan M.O.W. 20746 (S.O. 10531).
8	2	10	Crown land, Blocks V and VI, Gibson Survey District; coloured red on plan M.O.W. 20746 (S.O. 10531).
4	3	10	Crown land, Blocks V and VI, Gibson Survey District; coloured red on plan M.O.W. 20746 (S.O. 10531).
116	3	10	Part Run 66b, Block V, Gibson Survey District; coloured red on plan M.O.W. 20747 (S.O. 10532).
5	0	0	Crown land, Block V, Gibson Survey District; coloured red on plan M.O.W. 20747 (S.O. 10532).

A.	R.	P.	Being
14	1	30	Crown land, Blocks II, III, and V, Gibson Survey District; coloured red on plan M.O.W. 20748 (S.O. 10557).
6	0	10	Crown land, Block II, Gibson Survey District; coloured red on plan M.O.W. 20749 (S.O. 10558).
21	1	0	Crown land, Block II, Gibson Survey District; coloured red on plan M.O.W. 20749 (S.O. 10558).
0	0	18.8	Crown land, Block V, Gibson Survey District; coloured red on plan M.O.W. 20745 (S.O. 10530).
0	0	14.7	Part bed of Deep Creek, Block V, Gibson Survey District; coloured yellow on plan M.O.W. 20745 (S.O. 10530).
14	0	36	Part Run 282, Block V, Gibson Survey District; coloured sepia on plan M.O.W. 20745 (S.O. 10530).
89	2	0	Part Run 282, Blocks V and VI, Gibson Survey District; coloured sepia on plan M.O.W. 20746 (S.O. 10531).
42	2	0	Part Run 282, Blocks V and VI, Gibson Survey District; coloured sepia on plan M.O.W. 20746 (S.O. 10531).
216	1	0	Part Run 282, Block V, Gibson Survey District; coloured yellow on plan M.O.W. 20747 (S.O. 10532).
133	2	20	Part Run 282, Block V, Gibson Survey District; coloured yellow on plan M.O.W. 20747 (S.O. 10532).
114	2	10	Part Run 282, Block V, Gibson Survey District; coloured yellow on plan M.O.W. 20747 (S.O. 10532).
405	2	0	Part Run 282, Blocks II, III, and V, Gibson Survey District; coloured sepia on plan M.O.W. 20748 (S.O. 10557).
310	0	0	Part Run 282, Blocks III and V, Gibson Survey District; coloured sepia on plan M.O.W. 20748 (S.O. 10557).
15	3	37	Part Run 282, Block V, Gibson Survey District; coloured sepia on plan M.O.W. 20748 (S.O. 10557).
22	2	18	Part Run 282, Block II, Gibson Survey District; coloured sepia on plan M.O.W. 20749 (S.O. 10558).
201	0	0	Part Run 282, Blocks II and III, Gibson Survey District; coloured sepia on plan M.O.W. 20749 (S.O. 10558).
197	3	0	Part Run 282, Blocks II and III, Gibson Survey District; coloured sepia on plan M.O.W. 20749 (S.O. 10558).
8	1	28	Part Run 282, Block V, Gibson Survey District; coloured sepia on plan M.O.W. 20745 (S.O. 10530).
4	3	9	Part Run 282, Block V, Gibson Survey District; coloured sepia on plan M.O.W. 20745 (S.O. 10530).

No I. J. tit
Now Re K. 746

Ab. Proc. 7

As the same are more particularly delineated on the plans marked and coloured as above-mentioned, and deposited in the office of the Minister of Works at Wellington.

Dated at Wellington this 18th day of July 1968.
PERCY B. ALLEN, Minister of Works.
(P.W. 92/12/73/6; D.O. 92/12/73/6)

Noted on S.O's. 10530, 10531, 10532, 10557, 10558 no record sheets available.

**Appendix B – Land Status Report
(Certified Correct by Chief Surveyor)**

LAND STATUS REPORT

**for
Tenure Review**

WAITANGI

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

December 2001

**Q.V. VALUATIONS
CHRISTCHURCH OFFICE**

APPENDIX B

Project Number : QVV 220

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.

LAND STATUS REPORT for Waitangi Tenure Review				LIPS Ref: 12698
Property	1	of	1	

Land District	Canterbury
Legal Description	Part Run 282, situated in Blocks III IV V and VI Gibson, I Hakataramea, V VI IX X XIII and XIV Dalzell and VIII XI XII XIV XV and XVI Hewlings Survey Districts.
Area	19320.0000 hectares.
Status	Crown land subject to the Land Act 1948.
Instrument of title / lease	Pastoral Lease CL CB529/85 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 varied by Memorandum of Renewal 829939.1.
Encumbrances	Subject to 702950.1 Land Improvement Agreement pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	10 December 2001.
[Certification Attached]	Yes

Prepared by	Don McGregor
Crown Accredited Supplier	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.

R. Moulton


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

Date: 20/12/2001

CERTIFICATION

Report to the Chief Surveyor, Christchurch, for certification of Status Investigation for the WAITANGI 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
10 December 2001



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



R. W. Muir
Registrar-General
of Land

Historical Search Copy

Part-Cancelled

Identifier **CB529/85**
Land Registration District **Canterbury**
Date Registered 01 October 1957 01:40 pm

Type	Lease under s83 Land Act 1948		
Area	19961.9287 hectares more or less	Term	33 years commencing on 1st July 1957 and extended for 33 years commencing on 1.7.1990

Legal Description Run 282

Original Proprietors
Waitangi Station Limited

Interests

- 723376 Proclamation declaring parts of the within land (1776 acres 2 roods 38 perches) to be taken for the development of Water Power (Aviemoire Power Project) - 25.10.1967 at 9.25 am
- 724108 Proclamation declaring part of the within land (12 acres 3 roods 1 perch) to be taken for the development of water power (Aviemoire Power Project) - 3.11.1967 at 9.00 am
- 179218.1 Certificate of Alteration increasing the area of the within lease to 19320 hectares - 1.6.1978 at 9.57 am
- 702950.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 21.9.1987 at 9.19 am
- 829939.1 Renewal of within Lease for a further term and variation of terms - 29.9.1989 at 11.10 am

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

Served as a Remoral of [or in Exchange for] Lease

NEW ZEALAND

Entered in the Register-book, Vol. 529 fol. 85

registered under the Land Transfer Act, 1952 as P.R. 446 P.R. 448

DUNEDIN LAND DISTRICT

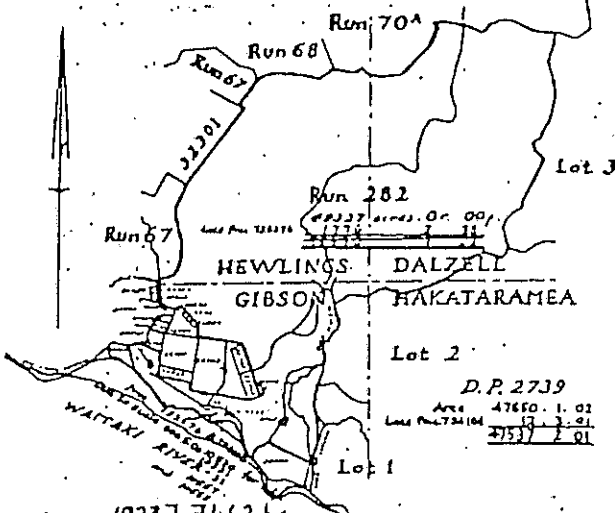
the 10th day of October 1957 at 1.20 o'clock, p.m.

Signature of Registrar

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P. 75

This Deed, made the first day of April one thousand nine hundred and fifty-seven between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessee") of the one part, and SAITAKSI STATION LIMITED, a Company duly incorporated under the Companies Act of 1955 and having its registered office in the Dominion of New Zealand, (who, with his executor, administrators, and permitted assigns, is hereinafter referred to as "the Lessor") of the other part, WITNESSETH that, in consideration of the sum of money hereinafter mentioned, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All that piece or parcel of land containing by admeasurement forty-nine thousand three hundred and twenty-three acres and such and so much as may be more or less, a little more or less, situated in the Land District of Canterbury and being Run 282 "Wuitangi" situated in Healing, Dalzell, Gibson and Hakataramea Survey Districts, Waikato County



(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein referred to and in outline; together with the rights, easements, and appurtenances thereto in-lieu. 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-seven, 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 seven hundred and forty pounds (£ 740. 0. 0) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying, in respect of the improvements specified in the Schedule hereto the sum of (£) by a deposit of (£) (the receipt of which sum is hereby acknowledged) and thereafter by (£) half-yearly instalments of (£) on the 1st day of January and (£) on the 1st day of July in each and every year during the said term.

- AND the Lessee doth hereby represent with the Lessor as follows, that it is to say:
1. THAT the Lessee will fully and punctually pay the rent herebefore reserved at the times 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 bona fide for his own use and benefit and will not transfer, assign, 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 fence 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") set and trim all live fences and bridges, clear and keep clear the said land of all deadwood, and will comply strictly with the provisions of the Statute in that behalf made.
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 Statute in that behalf made.
7. THAT the Lessee will drain and clear from weeds and keep open all 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 drain or watercourse or stop or divert the water flowing thereon.
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 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 purpose on the said land and 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 Statute in that behalf made, burn any timber, wood, grass, or manure on the said land, nor permit any bonfire, wood, fire, 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 direct.
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 geese, 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.

- AND it is hereby agreed and declared by and between the Lessee and the Lessor:
(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, 1919) 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 way or used or intended within 40 yards of a park, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
(c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of such succeeding term to be granted to the Lessee the said land shall have a right to obtain, in accordance with the provisions of section 64 (2) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in accordance with section 64 (2) of the Land Act for a term of thirty-three years commencing from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including the present provision for the mineral thereof and all provisions ancillary or in relation thereto.

56

529/85

- (4) THAT the Lessee shall have no right of acquiring the dominion of the said land.
- (5) THAT the Lessee may, with the prior consent in writing of the Commissioner, give subjects 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) Occupy such area of the said land as is essential for the use of himself and family and his employees;
 - (iii) Plough and sow to grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning brush or scrub and sow the land as cleared to grass;
 - (v) Pasture any to 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 pasture; clover and grass to the satisfaction of the Commissioner.
- (6) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause it is hereby expressly declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed a basis of one for a dry sheep and of one and a half for breeding ewes.
- (7) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, or the same 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 114 of the Land Act, 1948, declare this lease to be forfeit, and that without the hearing or obtaining the Lessee from holding the said land or carrying due or for any prior breach of any covenant or condition of the lease.
- (8) 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 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.

(1) See below

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

[Signature]
Assoc. Asst. Commissioner of Crown Lands

THE COMMON SEAL OF WAITANGI STATION LIMITED
was hereto affixed in the presence of:

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

Director:
Secretary:



- (i) THAT as the lessee is a company the provisions of Section 89 of the Land Act 1948 shall apply to all transfers and other dispositions of shares in the said company as if such shares were interests in the said land and no share or shares in the company shall be transferred or otherwise disposed of by any shareholder without the consent of the Land Settlement Board.
- (j) THAT the provisions of the Land Act 1948, with regard to residence shall continue to be applicable to the within lease notwithstanding that the lessee is a company provided however that such provisions shall be deemed to be complied with by such company only if and when there resides on the said land a person who manages the land on behalf of such company and who has been approved in writing for that purpose by the Land Settlement Board.
- (k) THAT a breach by the lessee or by any shareholder of all or any of the provisions of sub-clauses (i) and (j) hereof shall be deemed to be a breach of the covenants conditions and restrictions contained in the within lease entitling the lessor to exercise all or any of the powers conferred upon her by the said lease.
- (r) 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 11,330 sheep and 55 cattle (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore received); but the Commissioner may by notice in writing permit the lessee to depasture thereon any greater number of sheep or cattle if he deems it expedient or advisable 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.

Electricity supply...
No 653788...
Amendment...

No 724108 Proclamation declaring...
within land (12 acres 3 rods 2 perch)
to be taken for the development of...
water power (Ariwara Power Project)
3.11.1967 at 9.57 a.m.

LAND ACT 1948
Notice Registered...
Date 1 OCT 1957
Time 1 AM
Form E - 1957
Issued No. 6108

No 72376 Proclamation declares...
parts of the within land (116...
acres 2 rods 58 perches) to be...
taken for the development of...
water power (Ariwara Power Project)
25.10.1967 at 9.25 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.
J. Simons A.L.D.

No. 179218/1 Certificate of Alteration
whereby the area of the land is
increased 19320 hectares - 1-6-1978 at
9.57 a.m.

over... for A.L.R.

31/9/85

No. 702950/1 Land Improvement
Agreement pursuant to Section
30A of the Soil Conservation
and Waters Control Act 1941 -
21.9.1987 at 9.19am

CEWA M

for A.L.R.

No. 829939/1 Variation of the terms of
the within Lease and extension of the term
for 33 years commencing on 1.7.1990 -
29.9.1989 at 11.10am

AP M

for A.L.R.

MEMORANDUM OF RENEWAL

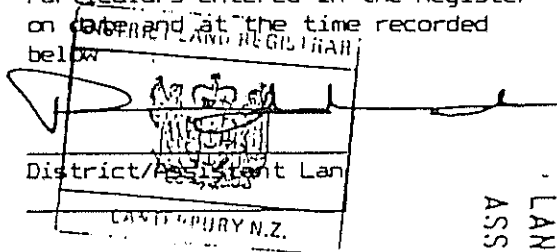
BETWEEN HER MAJESTY THE QUEEN

Lessor

A N D WAITANGI STATION LIMITED

Lessee

Particulars entered in the Register on ~~date~~ and at the time recorded below



11.10 29.SEP89 C 829939

PARTICULARS ENTERED IN REGISTER
 LAND REGISTRY CANTERBURY
 ASST. LAND REGISTRAR.....



LAND CORPORATION LIMITED
TIMARU

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

AND

IN THE MATTER of Pastoral Lease No. P75
registered in Volume 529,
folio 85 Canterbury Land
Registry, from HER MAJESTY THE
QUEEN to WAITANGI STATION
LIMITED

Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 529 folio 85 Canterbury Land Registry, is renewed for a term of 33 years commencing on the 1st day of July 1990. 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 \$9,900 calculated on a Rental Value of \$660,000 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 names this
16th day of August 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 ***)
its Attorney RAYMOND ALAN)
WARD-SMITH in the presence of:)

LAND CORPORATION LIMITED by its
Attorney:

[Handwritten Signature]

Witness: *[Handwritten Signature]*

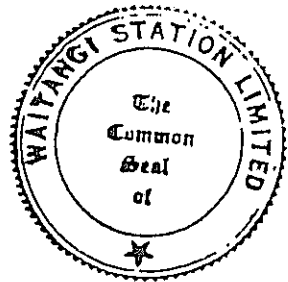
Occupation: Consultant

Landcorp

Address: TIMARU

THE COMMON SEAL of WAITANGI)
STATION LIMITED was hereunto)
affixed in the presence of:)

[Handwritten Signature] DIRECTOR
P. T. Sutton DIRECTOR



Correct for Purposes of Land Transfer Act

***LAND CORPORATION LIMITED by

[Handwritten Signature] Solicitor for Lessee

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, RAYMOND ALAN WYRD-SMITH of Timaru, Assistant Property Manager, HEREBY
CERTIFY:

1. THAT by Deed dated the 12th day of June 1987 a copy of which is deposited in the Land Registry Office at Christchurch (Canterbury Registry) and there numbered 686366/2, LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.
2. THAT at the date hereof I was an Assistant Property Manager of the said Corporation.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Timaru)
this 6th day of August)
1989)



FIRST SCHEDULE

PROPERTY NAME: "Waitangi Station"

PROPERTY OWNER/S: Waitangi Station Limited

LEGAL DESCRIPTION:

529/85	P.L.	Pt Run 282, Hewlings, Dalzell Gibson Gibson & Hakataramea S.D.'s	19 237.7462 ha
406/285	F.H.	R.S. 6463, 7412, 14090, Blks III & IV Gibson S.D.	36.4141 ha
109/31	F.H.	Pt R.S. 14103, Blk II Gibson S.D.	4.6779 ha
109/12	F.H.	R.S. 28760, 28761, 28762, 28763 and Pt R.S. 28764, Blk II, III & V, Gibson S.D.	434.7669 ha
109/11	F.H.	Pt R.S. 28764, Blk II & III, Gibson S.D.	41.5308 ha
93/170	F.H.	R.S. 28766 & Pt R.S. 28765, Blks II & III, Gibson S.D.	214.7059 ha
571/75	F.H.	Pt R.S. 30418, Blk II, Gibson S.D.	31.2698 ha
74/117	F.H.	Pt R.S. 30808, Blks V & VI, Gibson S.D.	200.1903 ha
735/14	F.H.	R.S. 32300, 32301, Blks X, XI, XIV, XV, Hewlings S.D.	947.3033 ha
79/32	F.H.	R.S. 33584, 33585, 33586, 33587, Blk III Gibson S.D.	114.1643 ha
134/75	F.H.	R.S. 34926, 34927, 34928, Blks II & III, Gibson S.D. & Blks XIV & XV Hewlings S.D.	116.2763 ha
134/76	F.H.	R.S. 34939, 34940, Blks III, V & VI, Gibson S.D.	25.0905 ha
10F/316	F.H.	R.S. 39944, Blk II, Gibson S.D.	.4866 m ²

TOTAL AREA 21,404.6229 ha

LAND IMPROVEMENT AGREEMENT

This AGREEMENT is made the 16th day of SEPTEMBER 1987 between the WAITAKI CATCHMENT COMMISSION (hereinafter called "the Commission" being the catchment authority for the area duly constituted under the Soil Conservation and Rivers Control Act 1941 of the one part AND

WAITANGI STATION LIMITED, a duly incorporated company having its registered office at 102 Thames Street, Oamaru

(hereinafter called "the Owner/occupier" - delete whichever does not apply) of the other part.

WHEREAS the Owner/occupier is registered as proprietor of the estate or interest described in the first schedule hereto (hereinafter called "the first schedule") subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or set out in the first schedule in the land described in the first schedule AND WHEREAS pursuant to sub sections (2A) and (3) of Section 30 of the Soil Conservation and Rivers Control Act 1941 the Commission is authorised to make payment as grantor to the owner or occupier for the purposes specified in this agreement. NOW THIS AGREEMENT WITNESSETH that it is hereby agreed and declared by and between the parties hereto as follows:

1. IN consideration of the payment of a grant at the rates set out in the second schedule hereto paid or credited to him by the Commission the owner or occupier within or throughout (as the case may be) the periods specified in the second schedule hereto (hereinafter called "the second schedule") will carry out to the satisfaction of the Commission the works and requirements set out in the second schedule.

2. UPON completion of the said works or upon compliance with the said requirements to the satisfaction of the Commission within the period specified in Part I of the second schedule the Commission shall pay or credit to the owner/occupier a grant at the rates set forth in Part IV of the second schedule.

3. THE owner/occupier throughout the currency of this agreement shall permit the Commission by its officers, servants and agents at all reasonable times to enter upon the said land for the purpose of inspecting the same and to ascertain whether the owner or occupier has complied with his obligations hereunder.

4. IF the owner/occupier fails to carry out to the satisfaction of the Commission the works and requirements set out in the second schedule or shall otherwise default in complying with his obligations under this agreement the Commission by notice in writing delivered to or posted by registered post to the owner/occupier specifying the default may either at the sole option of the Commission require him to repay to the Commission all grants paid or credited to him hereunder, in accordance with the provisions set out in sub section (2A) and (3) of section 30 of the Soil Conservation and Rivers Control Act 1941 or within one calendar month after receipt of such notice to remedy such defaults in such manners as the Commission may herein require; and if following receipt of such notice the owner/occupier fails within one calendar month thereafter to comply with the requirements thereof it shall be lawful for the Commission by its servants, agents or contractors to enter upon the land and carry out all works necessary to secure compliance with the requirements of such notice and recover from the owner or occupier the cost of so doing by action at law or otherwise.

[Handwritten signatures and initials]

5. ALL the provisions of Section 30A of the Soil Conservation and River Control Act 1941 shall apply to this agreement and in particular the owner/occupier acknowledges that he is aware that the agreement shall not be at law with the land against the title to which it is registered so as to confer and impose on present and future owners or occupiers of the said land an obligation to observe and perform the agreement during their occupancy of the said land.

6. THIS agreement shall enure for a period of ninety-nine (99) years from the date of execution hereof or for such shorter period as may be hereinafter agreed between the parties.

FIRST SCHEDULE

PROPERTY NAME: "Waitangi Station"
PROPERTY OWNER/S: Waitangi Station Limited
LEGAL DESCRIPTION:

529/85	P.L.	Pt Run 282, Hewlings, Dalzell Gibson & Hakataramea S.D.'s	19 237.7462 ha
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134/76	F.H.	R.S. 34939, 34940, Blks III, V & VI, Gibson S.D.	25.0905 ha
10F/316	F.H.	R.S. 39944, Blk II, Gibson S.D.	4866 m ²

TOTAL AREA

21,404.6229 ha

Handwritten signatures and initials, including a large signature that appears to be "J.S." and another "A.Z."

SECOND SCHEDULE

PART I RATES OF GRANT

The works as set out in Part IV of this schedule and described on the plan attached will be carried through to completion over a period of

THREE

..... (words)

3

..... (numerals)

years and the requirements under this agreement will be complied with, subject to such amendments as may be mutually agreed upon in writing by the owner or occupier and the catchment authority.

JAL
P.L.
to 2
[Signature]

PART II CONDITIONS

<u>WORKS AND REQUIREMENTS</u>	<u>PERIOD DURING WHICH WORKS AND REQUIREMENTS APPLY</u>	<u>CONDITIONS</u>
Stocking	For ninety-nine years	No stock to be grazed in areas fenced out for conservation planting and/or retirement except for such emergency grazing as may be approved from time to time by the Department of Lands and Survey and the Waitaki Catchment Commission.
Fencing	For thirty-three years	To be maintained in stockproof condition.
Stability Tree Planting and Windbreaks	For thirty-three years	To apply such silvicultural practices as required by Part II (a) and to ensure that the trees are kept in good condition. Mature trees may be utilised with the approval of the Commission, but shall be replaced as required by the Commission with such costs to be a first charge against the revenue received by the owner from such sales of wood.
Crossings	For thirty-three years, or until relocated with the consent of the Commission	To be maintained so as not to obstruct normal and flood flows or to allow stock access to areas retired from grazing. This agreement does not include bridges or bridge abutments which are at all times the responsibility of the owner.
Structures		To be maintained as deemed necessary by the Commission.
Firebreak Access Tracks		"
Oversowing and Topdressing		"
Other		"

J.A.C.
J.B.S.
[Signature]
[Signature]

PART II (a)

STABILITY TREE PLANTING AND WINDBREAK STANDARD REQUIREMENTS

- (i) provide for blanking during establishment.
- (ii) not "top" or allow to be "topped" any trees without the consent of the Commission; however, lateral trimming of must be undertaken from time to time.
- (iii) not cut down, or allow to be cut down any trees forming these works without the prior consent of the Commission.
- (iv) maintain all fences to a standard that will ensure no stock the windbreak.
- (v) remain the owner of the trees as well as any benefits accrued from the replacement of trees.
- (vi) replace trees as required or on maturity.

PART III

MAINTENANCE

Maintenance is defined as the normal activities required to maintain as set out in Part IV of this agreement.

The owner shall keep and maintain in good condition to the specification the Waitaki Catchment Commission the works and areas affected by agreement for the period of the agreement.

Should maintenance works attract grant rates then grant monies will payable for maintenance works at rates which are applicable at the time the works being carried out.

Where the agreement provides for retirement fencing by way of full grant for the cost of the fencing or where existing fencing is designated retirement fencing in Part IV hereto then such fencing shall be eligible for subsidy for the normal maintenance requirements of such fencing and the Commission shall be responsible for the regular inspection of such retirement fencing and such inspections are to be carried out in the presence of the owner/owners and the Commission.

JJ
 J.L.
 [Signature]
 [Signature]

PART IV SOIL AND WATER CONSERVATION PLAN

NOTE: The following Clause numerical system relates to the total Conservation Plan. Only Clauses 2.4 to 2.8 inclusive are required to be Registered under the Soil Conservation and Rivers Control Act 1941.

2.4 Soil and Water Conservation Programme2.41 Basic Grazing Control

Although there are twenty blocks of varying size, further fencing is required to ensure basic grazing control. Prior to a major refencing programme being implemented, about the time Waitangi lost considerable land to Lake Aviemore, stock had little hindrance to free range, apart from natural features such as gorges, high ridges, and snow caps in winter. As a consequence sweet grazing areas have been continually overstocked and rank sour country has had little grazing pressure.

In recent years a major fencing programme has been carried out which has enabled some degree of control. Wethers and older ewes, however, are still capable of finding sweet pickings and tend to overgraze areas which require careful grazing for improvement of vegetative cover and stability. This has applied in particular to the Cherry Farm area north of the homestead.

The following is a summary of new fencing over the last 8 years:

- (a) Kirkliston Range - now fenced along Deep Stream and Long Gully, except for lengths in deep semi stock-proof gorges.
- (b) Hogget Block is subdivided by a conservation fence (1973) separating the north-east and southern slopes from the exposed north-west facings.
- (c) Emanual's Basin is refenced from Mt Sutton and the Cherry Farm area on a more convenient line.
- (d) A fence through the headwaters of Stony Creek near the Camp Creek Hut to reduce the movement of stock from the Camp Creek area south and west towards Sky Camp.

2.42 Proposed Subsidized Fencing Programme

The following fences will assist grazing control, and will allow severely depleted areas to be spelled by block stock limitations as and where required.

Job No.8 (6 km) is a recuperative fence along the Mt Sutton spur above Sky Camp. It will separate the steep depleted westerly slopes of the Cherry Farm and Barb Wire Spur from the Sky Camp Blocks which are better vegetated. This fence will key in to proposed retirement fencing on Mt Sutton.

From this fence, a further recuperative spelling fence is proposed to separate the Cherry Farm Block from the Barb Wire Spur Block. (Job 9 - 3.8 km).

Below the retirement fencing on the western slopes of Mt Sutton a further recuperative spelling fence is proposed. (Job 10 - 1.7 km).

Cherry Farm and Barb Wire Spur Blocks will be managed with block stock limitations which will enable them to be summer and autumn spelled for improvement of vegetative cover and stability, and be grazed leniently by sheep for at least 5 years. A block stock limitation will be imposed on both these blocks for their subsequent grazing.

JAL
J.P.S.
[Signature]

To the east of the Mt Sutton spur, in the Sky Camp block, a proposed subdivision (Job 6) will provide a sheltered Mid Altitude block which will be OSTD to provide offsite grazing for the retirement of the Mt Sutton area, as well as the removal of stock from the area burnt for its rehabilitation. To the north of this fence, the upper Sky Camp block will be used by ewes following weaning.

In the Pig Valley Basin two erosion control fences are planned - a fence along the ridge to the east of Stony Creek (Job 11) separating the steep depleted westerly facings of Stony Creek, which will be summer and autumn spelled.

Also Job 12 to the west of the Deep Stream Gorge separating the steep dark-lying gorge facings which are currently not being utilized by intensive grazing by ewes in late summer and autumn, while the Pig Valley basin is summer spelled for improvement of cover.

2.43 Retirement Fencing

Mt Sutton's west and south-eastern slopes are predominantly Class VIIIcJ, being critically eroded and require destocking. It is adjacent to the Haldon retirement area, and an area on Black Forest which is subject to a nil grazing clause.

The proposed retirement fencing will extend from the Haldon-Waitangi Saddle, through the headwaters of Camp Creek, and the Mt Sutton Downs onto the Mt Sutton spur to link with the recuperative spelling fence (Job 8), through the headwaters of Douglas stream, and Sutton Stream to the Black Forest boundary. Jobs 1 (2.6 km), 3 (3.0 km), 13 (3.0 km), 14 (2.5 km) and 15 (4.0 km).

The retirement area is 1550 ha and currently carrying an estimated 0.45 s.u. on an annual basis.

Offsite grazing will be provided by the erection of the Sky Camp fence Job 6 and OSTD in the Sky Camp Block.

The tenure of the retired land will remain within the pastoral lease but subject to a block nil stock grazing restriction. If emergency grazing is required of this area in the future a joint inspection by staff of the Catchment Commission, Lands and Survey Department and the runholder will evaluate the possible short term grazing of this retired area.

2.44 Burn Rehabilitation

The fencing of this burnt area is already approved by NWASCO as it is included in this programme to enable its maintenance to be secured by a Land Improvement Agreement. The fence is Job 2, adjacent to the Long Gully track. *J.H.*

2.45 Fire Break Access Tracks

Also already approved from emergency funds by NWASCO. Job 4 is for 5.0 km of fire break adjacent to Jobs 11 and 3. This tracking will assist further control of accidental fire, aid fence erection and will provide access for monitoring and subsequent management of this burnt area. *J.H.*
L.H.
[Signature]

A further firebreak track is proposed (Job 16) which is between the low altitude lakeside country and the mid altitude lands. It is strategically placed to assist the control of an accidental fire spreading from potentially hazardous lakeshore reserves onto the vulnerable higher country of Waitangi and neighbouring properties. Length 6.0 km.

2.46 Future Works

Following the completion of this programme further erosion control fences are required to assist improvement of vegetative cover and stability. Consideration must be given to the securing and control of grazing on the Kirdiston Range, the place of plant materials for erosion control purposes, and windbreak treeplanting to protect arable areas near the homestead.

2.51 Offsite Grazing

1. 709 s.u. are being displaced from the Moffats and lower eastern slopes of Mt Sutton.

664 s.u. are being displaced from the Moffats area alone.

On the Mt Sutton area being retired 1550 ha, an estimated 800 ha is vegetated and currently carrying 0.45 s.u. per ha on an annual basis.

The total number of stock being displaced by these fences is:

Moffats (area burnt)	664 s.u.
Mt Sutton	360 s.u.
	604 s.u.
<u>Total</u>	1024 s.u.

2. In the Lower Sky Camp block being formed by the offsite grazing fence, Job 6, there is a total of 412 ha. The block is currently being grazed at about 0.3 su/ha/year. With fencing and improvement these soils will support an increase of 3.0 su/ha/year. Therefore, 341 ha of the block will be improved to provide 1024 su/year of offsite grazing. The maintenance of this OSID to be carried out by the lessee.

Block Stock Limitations

In the Cherry Farm and Barb Wire Spur blocks, block stock limitations are being imposed for the continued improvement of vegetative cover and stability. The present grazing pressure on these blocks is 0.7 su/ha on an annual basis. With the proposed fences the stocking will be restricted to winter grazing with wethers and for a short period following shearing. The late spring, summer and autumn spelling will result in a good recovery so long as pest control measures are maintained. The proposed grazing pressure on Cherry Farm is 0.5 su/ha and on Barb Wire Spur 0.45 su/ha.

Reseeding of Moffats (Job 7)

This section of the proposal is being deferred while the area is being monitored for two full years. The main initial requirement is that the area be fenced and completely spelled from stock for five years.

[Handwritten signatures and initials]

Estimated Cost of Programme

Job No.	Type*	Location	Length (km)	Total# Cost	Gross Subsidy		Net Subsidy		Local Share
					%	\$	%	\$	
1	R	Haldon-Waitangi Saddle	2.6	10 465	70	7 325	65.5	6 855	3 140
2	RS	Long Gully	4.0	16 100	60	9 660	54	8 694	6 440
3	R	Mt Sutton Downs	3.0	12 075	70	8 453	65.5	7 900	3 622
4	FB	Adjacent to Jobs 1 & 3	5.0	6 900	40	2 760	31	2 139	4 140
5	OSTD	Sky Camp	341 ha	29 019	70	20 313	65.5	19 808	8 706
6	OSF	Sky Camp	3.2	12 880	70	9 016	65.5	8 436	3 864
Burn Rehabilitation OSTD: This job is not proceeding as part of this programme.									
8	RS	Mt Sutton Spur	6.0	24 150	60	14 490	54	13 041	9 660
9	RS	Cherry Farm	3.8	15 295	60	9 177	54	8 250	6 118
10	RS	Douglas Stream	2.0	8 050	60	4 830	54	4 347	3 220
11	EC	Stony Stream	5.0	8 338	40	3 335	31	2 585	5 003
12	EC	Deep Stream Gorge	6.0	10 005	40	4 002	31	3 102	6 003
13	R	Stony Creek Spur	3.0	12 075	70	8 452	65.5	7 909	3 623
14	R	Douglas Spur	2.5	11 500	70	8 050	65.5	7 532	3 450
15	R	Mt Sutton Basin	4.0	18 400	70	12 880	65.5	12 052	5 520
16	FB	Deep Stream - Stony	6.0	6 900	40	2 760	31	2 139	4 140
<u>TOTAL COST</u>				\$202 152		\$125 493		\$114 007	\$76 649

Includes 15% Scale Fees

Type: R : Retirement Fencing, RS Recuperative Spelling Fencing, EC Erosion Control Fencing, FB: Firebreak Access Track, OSF: Off Site Fencing, OSTD: Over-sowing and Topdressing.

2.62 Works Already Approved Under Emergency Procedures

Jobs 1, 2, 3, 4 and 6 have been approved under emergency procedures at a cost of \$78 504 with grants totalling \$31 099, subject to:

- (a) the area burnt being destocked for a minimum of five years with re-assessment at that time by the Commission;
- (b) the lessee at Waitangi providing a commitment in writing to enter into a SWCP with the Commission, to include works as necessary as a follow up to these emergency works, in addition to those works included in the present submission, together with the appropriate Land Improvement Agreement.

[Handwritten signatures and initials]

CERTIFICATE OF ALTERATION

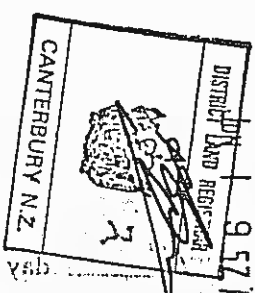
HER MAJESTY THE QUEEN Lessor.
Licensor.

WAITANGI STATION LIMITED Lessee.
Licensee.

PARTICULARS entered in the Register Book,
Volume _____, folio _____

the _____ day of _____ 19____,
at _____ o'clock.

Assistant District Land Registrar of the
District of _____



District Land Registry
Christchurch No. 1

529/85
179218

Department of Lands & Survey

TELEGRAPHIC ADDRESS: "LANDS"

TELEPHONE NO. 799.760
OR IF CALLING
ASK FOR MR



OUR REFERENCE: 3/29

YOUR REFERENCE:

DISTRICT OFFICE,
Private Bag
CHRISTCHURCH

The District Land Registrar
CHRISTCHURCH

REGISTRATION FEES

The attached instrument is one which any fee payable could come from the Consolidated Revenue Account. Therefore, in terms of Section 10 of the Land Transfer Act regulations, would you please waive registration fee in this case.

E.J. Davies
Commissioner of Crown Lands

Per

Encl.

DECLARATION OF ALTERATION UNDER SECTION 113, LAND ACT 1948

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

and

IN THE MATTER of lease ^{P.75} (licences) from HER MAJESTY THE QUEEN to WAITANGI STATION LIMITED a duly incorporated Company having its registered office at Christchurch, Lessee of Part Run 282 'Waitangi' situated in Gibson, Hakataramea, Dalzell and Hewlings Survey Districts.

Area : 19237.7462 hectares

registered in

Vol 529 , folio 85 , Canterbury Land Registry.

This is to certify that the area in the above described lease has increased to 19320.0 hectares following redefinition by latest topographical mapping.

As witness my hand, this

19th

day of

August

1977

J. Friel

Assistant Commissioner of Crown Lands

