

Crown Pastoral Land Tenure Review

Lease name : WEST HILLS

Lease number : PT 107

Due Diligence Report (including Status Report) - Part 2

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

DOC Consultation



Department of Conservation
Te Papa Atawhai

Our ref: PAR 019, PTR 046, PTR 057, PTR 087, PTR 107

31 January 2001

Don McGregor
McGregor Property Services
6 Cumberland Place
Kaiapoi

Dear Don

PASTORAL LEASE STATUS CHECKS - SIMONS HILL, RICHMOND, LAKE
TAYLOR AND WESTHILLS

I refer to your letter of 17 January 2001.

SIMONS HILL

I have checked the Department of Conservation's land records. I can find no record of any conservation land in or adjoining the Simons Hill Pastoral Lease.

WESTHILLS

As with Simons Hills, there is no conservation land in or adjoining the Pastoral Lease.

RICHMOND

I have checked the Department of Conservation's land records. There is no land within the Richmond Pastoral Lease boundary that the Department has an interest in. There are 3 major parcels of land adjoining the lease. These are:

I37/4 - Rural Section 40136 (760.8090 hectares).
I37/3 - Pt Rural Section 40135 and Pt Sec 15A Sherwood Downs Sett. (6,404.1502 hectares)
I36/7 - Sections 1 - 5 SO 17867 (13,126.0 hectares)

As none of these are actually within the boundary, I have not enquired regarding concessions.

LAKE TAYLOR

The lake Taylor Pastoral Lease is all but surrounded by conservation estate, but none of the land is actually within the boundary of the lease as far as I can determine. Please refer to the attached map. This shows the Department's references for the lands that do adjoin the leased area. Details are as follows:

L33/14, L33/24, L33/20, M33/63, are all marginal strips adjoining the relevant waterways.
L32/508 is the Loch Katrine Recreation Reserve (R.S. 41017). There are no concessions issued over this land, but the site has a certain amount of notoriety due to the fact that there have been huts situated on the reserve for many decades. None are authorised, and attempts have been made to have them removed. The Department is still in discussion with various parties on this matter, but at the time of writing, a number of unauthorised structures remain on this site. It is not within the boundary of the lease, but I felt the situation warranted comment.

L33/04 - Reserve 4716. This is a local purpose (camp site reserve). I have found no evidence of any concessions, but again it is outside the boundaries, so I have not made exhaustive enquiries.

L32/501 - Lake Sumner Conservation Park. This is a very extensive conservation area that bounds the lease on both the eastern and western extremes. As with the others it adjoins the lease, but to my knowledge none is within the boundaries. I have no doubt that there are concessions granted covering this Conservation Park, but I have not sought details. If you require details please let me know, but I do not believe they are needed.

Lake Taylor is the only property where marginal strips show up in our land records, or on Terraview. Richmond has the notation on the title that it is subject to marginal (Sec 58) strips, but none appear on any survey plan or on terraview, so the validity of the notation is in question. This lease was renewed in 1994, after the passing of the Conservation Act 1987, so in terms of the Conservation Act 1987, marginal strips were created upon renewal, provided the lease adjoined waterways. The question being: Did the lease adjoin waterways or did it adjoin the purported Sec 58 strips? I am afraid I do not know the answer to that question.

Simons Hill was renewed from 1 July 1987, while the Conservation Act 1987 came into effect as at 1 April 1987, so in theory the marginal strips would have been set aside upon renewal. None are noted on Terraview or in the Department's land records. The question that is raised in my mind is whether the lessee was aware of the fact marginal strips would be set aside at the time they accepted the offer of renewal. If not what effect does that have? Again, I don't have the answer to that question. I simply raise it as an issue for you to consider when carrying out your investigations.

Westhills was renewed in 1996, but as with Richmond, the Section 58 notation is on the title. The validity of the notation is uncertain, as is the question of whether the lease is subject to fixed (Section 58) Marginal strips, or movable (Conservation Act 1987) marginal strips.

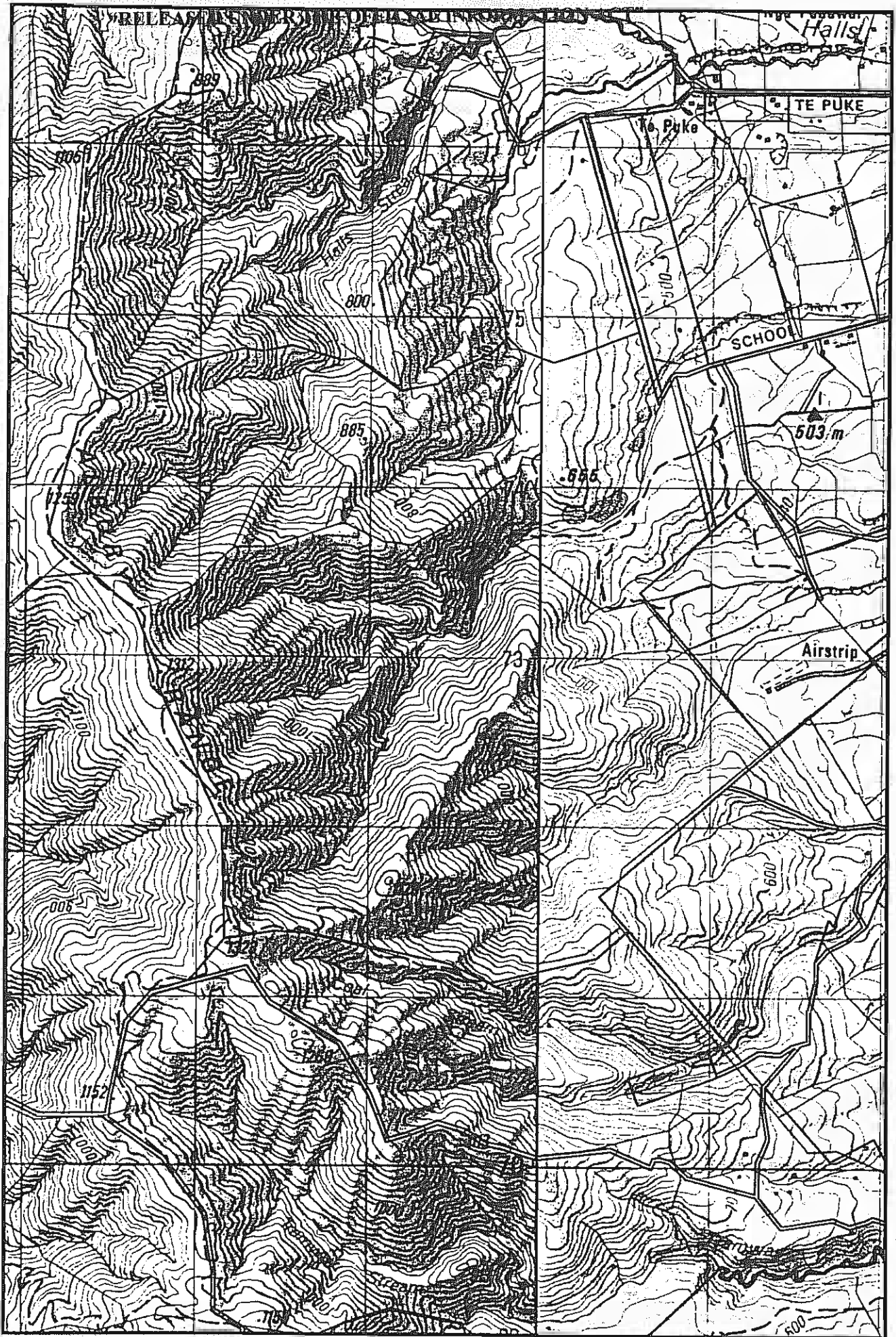
It is practically impossible to identify with any certainty whether a marginal strip is in place if it is not shown on a survey plan. Some marginal strips are shown on the DOC estate maps, and others are not. If there is no marginal strip shown on our allocation records, I have not identified them.

None of the marginal strips identified for Lake Taylor will have had concessions issued over them, save for some generic concessions covering the majority of the conservation estate in Canterbury.

Yours faithfully



Robert Cant
Statutory Land Management Officer (Community Relations)
For Conservator, Canterbury
Email: Rcant@doc.govt.nz



Conservation Land Around Westhills

1:30000

**Information Supporting Mineral
Ownership Investigation**

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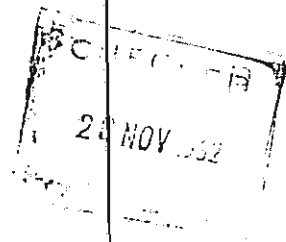
L.P.C. 11

ALTERATION TO BE NOTED

FILE: S.R. 314

Lease/Licence No. GA. 472/129
 Lessee/Licensee: J. Anniss
 Description of Land: Run 316 "Elmeria"
Situated in Bkts. V. VI. IX & X Tengawai S.D.
Mackenzie County Area: 2713-0-00
 Rating Authorities: Mackenzie County Council
Albany Rabbit Board

Full Details of Alteration	Reason and Authority for Alteration
Formerly R.S. 36089 (1768-0-00) and Pt. R.S. 36090 (Bal.) 945-0-00 <u>12713-0-00</u>	Pastoral lease to issue in name of John Anniss.
<p>Secs. 3215^L & 3183^L</p>	



Prepared by: A.S. Owen Checked by: J.D. Mappery
 Date: 13/8/62 Date: 14.8.62

Details of Action

ACTION REQUIRED:

LEASES:	ACCOUNTS:	TITLES:	RECORDS:
G.13 <u>19/10/62</u>	Ledgers: <u>+1</u>	Documents: <u>1/1/62</u>	File: <u>1/1/62</u>
C.L. Register <u>26/10</u>	C/Register: <u>+1</u>	C/T: <u>30/8/62</u>	Index: <u>1/1/62</u>
Expiry Book <u>-1/1/62</u>	Index: <u>+1</u>	Insurance: <u>1/1</u>	
	A/c's Check: <u>+1</u>		

D.R. notified
 ACTION CHECKED 27/11/62 J. Anniss

349

LAND SETTLEMENT BOARD

PASTORAL LAND - RENEWAL OF LEASE

FILES: H.O. 8/8/77 CASE NO. 6750 CANTERBURY LAND DISTRICT
 D.O. SGR 314

LESSEE: John AMNISS

FEB 1962

DESCRIPTION OF PROPERTY: Run 49 Albury Settlement Blocks V, IX Tenggawai Survey District. Area: 2713 acres.

NAME: Glencraig

LOCATION: Situated on good metal road 3 miles west of Fairlie.

PARTICULARS OF LEASE: Tenure: Small Grazing Run
 Term: 21 years from 1.3.42
 Expires: 28.2.63
 Rental Value: £2,300
 Annual Rent: £115.0.0
 Acquired by transfer in 1942 at a consideration of £1,380.

OTHER LAND HELD: 267 1/2 acres on L.I.P. and 60 acres Freehold.

CROWN IMPROVEMENTS: 1/2 value of all boundary fences, except southern - £136.0.0

GENERAL DESCRIPTION: Altitude 1600' - 3400'; unploughable. Shelter is provided by contour with only a little bush in creeks. No erosion but shows some depletion through burning. Creek beds in fair condition. Snow risk not bad if shepherded; good balance of summer and winter country.

BOUNDARY ADJUSTMENTS: Not required for regrouping, and no part required for National Park purposes.

CLASSIFICATION: The C.P.L.O. and C.C.L. have agreed that this property be held on Pastoral Lease on Renewal.

CARRYING CAPACITY: 800 ewes for 12 months }
 400 ewes for 8 months } Set stocking
 300 hoggets for 7 months }
 50 wethers for 12 months }
 50 M.A. steers for 12 months }

R.S. 36089 1768 actual production over the past five seasons.

M.S. 36090 925
 1213

Year	Shearing Tally	Wool lbs (Nett)	Death Rate %	No. Lambs Marked and %
(1956) 1968	9935	Scoured total incl. LIP	Ewes 5%	(1956)
(1957) 1938	8858			(1957) 75-
(1958) 1903	8850			(1958) 76%
(1959) 1819	7850			(1959) 65% worst
(1960) 1886	10,222			(1960) 82% best

SL 472/129

Ewes about 7 lbs wool
 Lose about 27% in scour

MANAGEMENT: Lessee looks after country well except for burning. Makes good use of cattle and electric fence. Wants to burn

43
 Soil
 with
 fence
 acc 99
 full

GOVERNMENT
VALUATION
30.9.59:

Improvements £550 (fencing)
Unimproved £5710

PASTORAL LANDS
OFFICER'S
REPORT:

The run is better than R.D. Elliot's and G.D. Scott's, but not as good as G.B. Ross's and H.M. Munro's, so he has scaled it as £130 per 1000 E.E. the same as H. Morrison's. The top of the range has an area of snowgrass on damp almost bog. It is this area of about 500 acres that Anniss says must be burnt to be of any use - F.I.C. does not agree. The South Canterbury Catchment Board has prohibited burning because it is at the head of Fairlie Creek. Any deterioration of this creek could threaten Fairlie.

Stock: During his inspection it was noted that the cattle were doing a good job in vegetation control. But since, the lower slopes of the run above the subsidised electric fence have been burnt under permit from the South Canterbury Catchment Board. The cattle were controlling the excess growth and would control the upper catchment growth if fenced on to it.

Crown Improvements: Annis, after much discussion and thought is not prepared to buy the improvements. His reasons are that he will not be farming again and, at this stage he has no assurance from Willetts that he will buy SGR 314. He (Willetts) is subleasing at present for 5 years from 1 July 1961 with the option of buying then.

Annis sees no advantage in buying the Crown Improvements under these conditions and is not prepared to do so. SGR 314, though uneconomic on its own, is a desirable property and at no time would be wanting for a lessee. P.L.O. has discussed the proposed rental with the lessee who will accept it subject to Land Settlement Board approval. Recommends that the property be held on Pastoral Lease at a rental of £165 based on:-

<u>for 12 months</u>	<u>Ewe Equivalents</u>
800 ewes =	800
400E for 8 mths = 270 ewes =	270
300H for 7 mths = 175 hgts =	88
50 weth =	35
<u>1295 sheep or</u>	<u>1193 EEs</u>
1193 EE say 1200 EE @ £130 per 1000 EE =	£156
50 steers @ £20 per 100 =	10
	<u>£166</u>
	Say: £165

Stock Limitation:

1425 sheep and 50 breeding cows.

CHIEF PASTORAL
LANDS OFFICER'S
COMMENTS:

Chief Pastoral Lands Officer Relph states that this is an uneconomic run, comparable with others renewed recently, but a valuable adjunct to the freehold and other land worked with it.

In this case there is a set stocking and F.L.O. will watch that it is adhered to.

Recommends that fencing be offered to lessee at value of £135; if he elects not to purchase rental to be increased accordingly.

COMMISSIONER
OF CROWN LANDS
COMMENTS:

Agrees with the recommendation.

PLAN:

Enclosed.

RECOMMENDATION:

(1) That pursuant to Section 113 of the Land Act 1948

- 3 -

- (2) That pursuant to Section 51(1)(d) of the Land Act 1948 the property be classified as pastoral land.
- (3) That pursuant to Section 54(1)(f) and 66(3) of the Land Act 1948, 2713 acres be allotted on Pastoral Lease to John Anniss at an annual rental of £165.0.0, the term of the lease to commence from 1 July 1963.
- (4) That pursuant to Section 66(2) of the Land Act 1948 the maximum capacity of the run be fixed at 1425 sheep and 50 breeding cows, the number of stock to be carried not to exceed such figure without the prior written consent of the Commissioner of Crown Lands.
- (5) That pursuant to Section 131 Land Act 1948 the value of the Crown Improvements be fixed at £135 payable in cash or by a deposit of £35 with the balance payable over 10 years. If the improvements are not purchased the rent recommended in (3) be increased by £7.8.6 per annum.

DECISION:

The Land Settlement Board on 7.2.62 resolved:
to approve the recommendation.

The Commissioner of Crown Lands,
CHRISTCHURCH
For your Information and action.


Director-General

14 FEB 1962

Information Supporting Notes to Report

Reply to:

Timaru



LAND CORPORATION LIMITED

FAX PHONE NO. (04) 749-459	
COMPANY New Zealand Police National Headquarters	
ATTENTION Bruce Comfort	
FROM Tony Hood, Landcorp, TIMARU	
DATE 25 September 1990	NUMBER OF PAGES (including this one) 1
SUBJECT "Glencraig" Station - Peter Robinson	

DETAILS

In reference to your fax of 13/9/90.

Landcorp has no objection to the survey and registration of Easement for the right-of-way from the Radio site.

sent 11.20 25 9-90 JHB

If you do not receive the complete number of pages, or if you have any Queries with regard to this message, please phone TIMARU (03) 6848-340 or fax to TIMARU (03) 6880-407.

INCORPORATING LANDCORP INVESTMENTS LIMITED & LANDCORP MANAGEMENT SERVICES LIMITED

REGIONAL OFFICE

DISTRICT OFFICES

Christchurch
Southside Tower
76 Cashel Street
Private Bag
CHRISTCHURCH
Telephone (03) 799-787
Fax (03) 798-440

Westport
Government Buildings
Palmerston Street
P.O. Box 65
WESTPORT
Telephone (0287) 7868

Hokitika
Landcorp House
49 Tancred Street
P.O. Box 176
HOKITIKA
Telephone (0288) 58-960
Fax (0288) 58-760

Timaru
Public Trust Building
1st Floor
Cnr Church & Sophia Sts
P.O. Box 564
TIMARU
Telephone (03) 6848-340

Alexandra
4 Limerick Street
P.O. Box 27
ALEXANDRA
Telephone (0294) 86-935

Dunedin
258 Stewart Street
P.O. Box 5744 Moray Place
DUNEDIN
Telephone (024) 740-571
Fax (024) 775-162

Invercargill
Land Corporation Building
192 Spey Street
P.O. Box 825
Telephone (021) 44-409
Fax (021) 88-628

Our Reference 35/3/15/1/12



POLICE
Nga Pirihimana O Aotearoa

NEW ZEALAND POLICE
NATIONAL HEADQUARTERS
180 Malesworth Street,
Wellington, New Zealand

FAX (04) 749-459

ENGINEERING SERVICES
FAX MESSAGE HEADER SHEET

TO: LAND CORP TIMARU

FAX NO: (03) 6880 - 407

ATTENTION: TONY HOOD

FROM: BRUCE COMFORT

DATE: 13/9/90

PAGES TO FOLLOW: NIL

SUBJECT: "GLENCRAG" STATION PETER ROBINSON

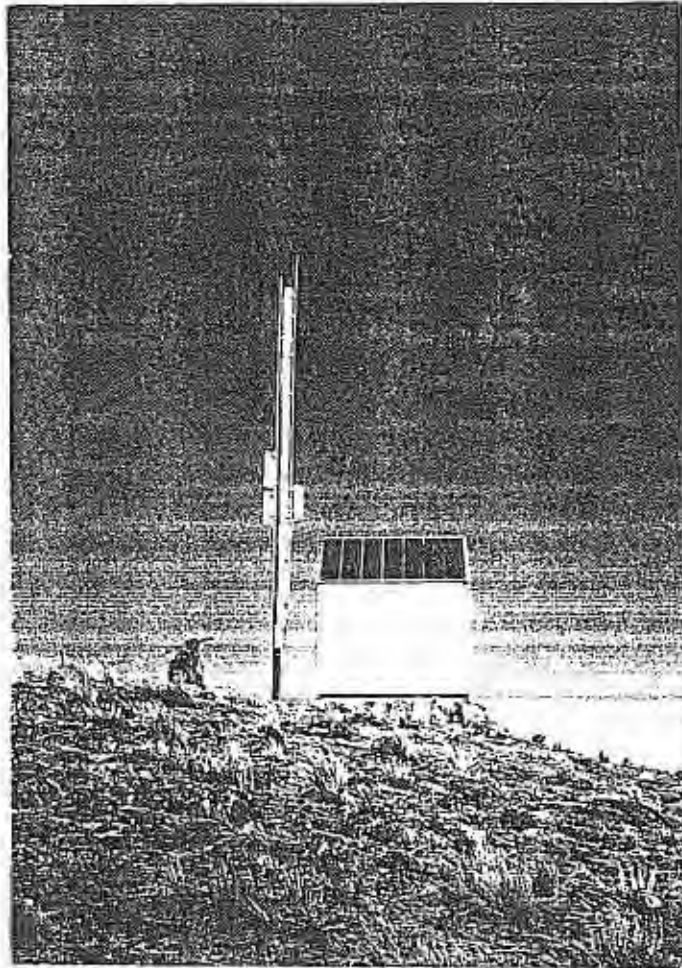
MESSAGE:

① REFER TO MY PREVIOUS FAX OF 29/8

② PARA ④ ACCESS ACROSS RUN 316
GLENCRAG
~~not mentioned~~ - I BELIEVE AT THIS STAGE
IS ONLY BY VERBAL AGREEMENT

③ WOULD LANCORP SUPPORT SURVEY
AND REGISTRATION OF EASEMENT FOR
RIGHT-OF-WAY FROM RADIO SITE (ON
FREEHOLD LAND) DOWN TO MC LEANS RD?

Phone (04) 749-519
Bruce Comfort
Direct.



Police Installation Marne
photo taken 7/5/90



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



Historical Search Copy


R. W. Muir
Registrar-General
of Land

Identifier CB35D/728
Land Registration District Canterbury
Date Issued 03 June 1992

Prior References

CB12K/1170

Estate	Fee Simple
Area	1742.9808 hectares more or less
Legal Description	Rural Section 36462, Rural Section 36464, Rural Section 36465 and Rural Section 34132

Original Proprietors

John Barry Waters as to a 1/2 share

John Barry Waters and Ruth Alison Leigh Waters as to a 1/2 share

Interests

Subject to Part IV A Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

133717.3 Land Improvement Agreement pursuant to Section 30 Soil Conservation and Rivers Control Act 1941 - 14.6.1977 at 10.05 am

955530.1 Mortgage to Leonard John Waters and to Olive Agnes Waters in shares - 17.9.1991 at 11.32 am

References

Prior C/T 12K/1170

Land and Deeds 69

Transfer No.
N/C. Order No. 997020/1



REGISTER

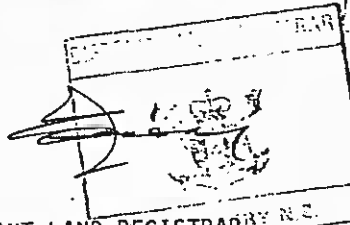
No. 35D/1728

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate dated the 3rd day of June one thousand nine hundred and ninety-two under the seal of the District Land Registrar of the Land Registration District of CANTERBURY

WITNESSETH that LANDCORP INVESTMENTS LIMITED at Wellington ---

is seized of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be the several admeasurements a little more or less, that is to say: All that parcel of land containing 1742.9808 hectares or thereabouts being Rural Sections 36462, 36464, 36465 and 34132 ---

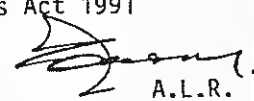

ASSISTANT LAND REGISTRAR

Subject to:

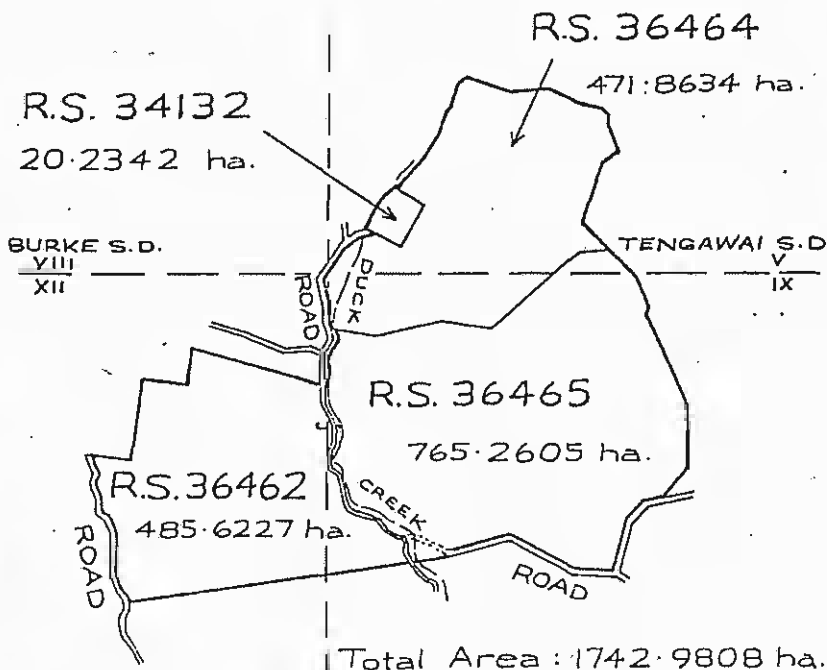
~~Deferred Payment Licence embodied in Register 12K/1170~~
SEE A77091/1

Section 11 Crown Minerals Act 1991

Part IVA Conservation Act 1987


A.L.R.

Transfer A77091/1 to John Barry Waters (as to a 1/2 share) and to the said John Barry Waters and Ruth Alison Leigh Waters all of Fairlie, Farmers (as to a 1/2 share) as tenants in common in the said shares - 19.10.1993 at 12.26pm



For A.L.R.
Interests from Deferred Payment Licence 12K/1170 now affect fee simple:

No.133717/3 Land Improvement Agreement under Section 30 of the Soil Conservation and Rivers Control Act 1941 - 14.6.1977 at 10.05am

Mortgage 955530/1 to Leonard John Waters and Olive Agnes Waters (in shares) - 17.9.1991 at 11.32am

For measurements see S.O's 3174^t, 3175^t, 3176^t


For A.L.R.

No. 35D/1728



Other Information

NOTICE OF RATING VALUATION

RECEIVED

by the: MACKENZIE DISTRICT COUNCIL

15 NOV 2000

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 MacKenzie 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.

Land Information New Zealand
P O Box 564
Timaru 8615

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

MacKenzie 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, PO Box 6, Timaru.

Or telephone (03) 688 3139, or call toll free on 0800 QUOTABLE (0800 786822).

Please quote the following valuation reference number in all correspondence:

25280 2

PROPERTY VALUE

Property value as at 01 September 2000, being the date of the latest revaluation of MacKenzie District Council:

Land Value	\$325,0
Value of Improvements	\$50,0
Capital Value	\$375,0

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

PROPERTY DETAILS

Property Address: 0 SCHOOL RD
 Owner's Name: Land Information New Zealand
 Occupier's Name(s): Edmund John Robinson
 Nature of Improvements: FENCING, OTHER IMPROVEMENTS
 Area of Land: 1097.9121 hectares
 Legal Description: P107 RUN 316 GLENCRAIG BLKS V VI IX X TENGAWAI SD

SPECIAL RATING AREAS

This property comes with a special rating area for purposes such as drainage, river or pest control, or may be within an area of national interest, as shown below:

CODE	SCHEME NAME
414	CRC-OPIHI RIVER DIST

OBJECTION DATE

Objections must be lodged no later than 13 December 2000. 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.



DOSLI D20

Card 1 of

:Land District: CANTERBURY

Plan No. 50 18304

Part Sec. Rd.	Lot. Stm.	Letter Colour	Area		Gazette Reference	Document Number	Description of Action	Remarks
			Ha	m ²				
Pt RS 36465		A		309				

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

LAND STATUS REPORT

WEST HILLS

**for
Tenure Review**

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

March 2001

**Q.V. VALUATIONS
CHRISTCHURCH OFFICE**

Project Number : QVV 68

This report has been prepared on the instruction of Land Information New Zealand in terms of **Contract No : 50231** dated **August 2000** and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for West Hills Tenure Review				LIPS Ref: 12719
Property	1	of	1	

Land District	Canterbury.
Legal Description	Run 316, situated in Blocks V, VI, IX and X, Tengawai Survey District.
Area	1097.9121 hectares.
Status	Crown land subject to the Land Act 1948.
Instrument of title / lease	Pastoral Lease CL 529/227 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal A190094/1.
Encumbrances	Subject to: 1. No. 133717/4 Land Improvement Agreement under Section 30 of the Soil Conservation and Rivers Control Act 1941. 2. No. 448161/1 Land Improvement Agreement under subsection 3 of Section 30 of the Soil Conservation and Rivers Control Act 1941 and Variation of Land Improvement Agreement 448161/1. 3. Deed of Grant of Easement 37B/1268 as it affects the fee simple estate of the land. 4. Part IVA of the Conservation Act 1987, upon disposition.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	8 March 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


Date: 27.1.3..2001

R Moulton, Chief Surveyor
Land Information New Zealand, Christchurch

CERTIFICATION

Report to the Chief Surveyor, Christchurch, for a certification of a Status Investigation in respect of the WEST HILLS PASTORAL LEASE TENURE REVIEW.

1. I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Q.V.Valuations, 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 Q.V. Valuations, 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
7 February 2001

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

(L. and S. D.—1

found as a removal of (or in exchange for) Lease

NEW ZEALAND

Enter under book, Vol. 829 fol. 227

registered in Vol. fol.

day of May

LAND DISTRICT

10.45 o'clock a.m.



Assistant Land Registrar.

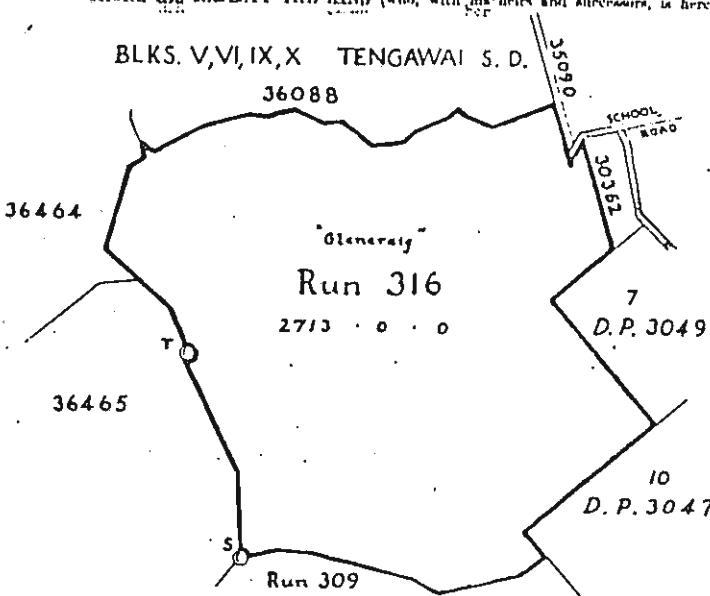
Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P.177

5-11-1952

METRIC AREA: - 1097.9121 ha

This Deed, made the day of between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and one thousand nine hundred and fifty-two



of (hereinafter referred to as "the Lessee"), in the Dominion of New Zealand, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All those piece or parcels of land containing by admeasurement

(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-two, together with the first day of 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 one hundred and twenty-five pounds eight shillings and six pence (£125.3.6) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) (the receipt of which sum is hereby acknowledged) and thereafter by () half-yearly instalments of () pounds () shillings and () pence (£ : :) on the 1st day of January and the 1st day of July in each year in the same manner as rent.

- AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:—
1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
 2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
 3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
 4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
 5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Canterbury (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1925.
 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, 1925.
 7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
 8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto) which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
 9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto) which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
 10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purposes on the said land nor where the timber or tree has been planted by the Lessee.
 11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1925, burn any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
 12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
 13. See back hereof.

- AND it is hereby agreed and declared by and between the Lessor and the Lessee:—
- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
 - (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purposes on the said land, but not otherwise.
 - (c) THAT upon the expiration of either or of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in accordance with Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including the present provisions for the renewal thereof and all provisions ancillary or in relation thereto.

80

529/227

OK

- (4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,—
 - (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 bush or scrub and sow the land so cleared in grass;
 - (v) Surface sow in grass any portion of the said land;

Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grasses to the satisfaction of the Commissioner.

- (6) THAT the Lessee shall... (crossed out)
- (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, 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 prior breach of any covenant or condition of the lease.
- (8) 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.
- (9) THAT pursuant to Section 51 of the Land Act, 1914, a strip of land... (crossed out)

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND... (crossed out)

value of all boundary fences, excluding southern boundary fence - 2125.00

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]

[Signature] Commissioner of Crown Lands

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

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

[Signature] Lessee

13. THAT without derogating from or restricting the covenants contained in Clause Four hereof and on the part of the Licensee to be performed or complied with the Licensee will not at any time during the said term... 50 breeding cows PROVIDED HOWEVER that the Licensee... (crossed out)

Transfer 626763 to Donald Kay Willett of Fairlie Farms - 8.6.1964 at 11.6 a.m.

Transfer 109662/5 to Peter James Robinson and Edmund John Robinson both of Winscombe near Fairlie, Farms as tenants in common in equal shares - 13.12.1976 at 10.18 a.m.

Mortgage 626765 to [Signature] of Fairlie Farms - 8.6.1964 at [Signature]

Mortgage 109662/6 to Donald Kay Willett - 13.12.1976 at 10.18 a.m.

Variation of Mortgage 626765 - 7.7.1967 at 11 a.m.

Mortgage 109662/7 to Peter James Robinson of New South Wales - 13.12.1976 at 10.18 a.m.

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.

No. 133717/4 Land Improvement Agreement under Section 30 of the Soil Conservation and Rivers Control Act 1941 - 14.6.1977 at 10.05 am.

Variation of Mortgage 109662/5 - 2.7.1980 at 11.19 a.m.

DEE'S PL 26 MAY 1963 10.45 am 15- Abstract No. 2844

Mortgage 344246/1 to Rural Banking and Finance Corporation - 10.9.1981 at 10.27 am.

No 344246/5 Memorandum of Priority making Mortgages 344246/1 second mortgage, Mortgage 109662/6 third mortgage and Land Improvement Agreement 133714/4 fourth charge - 10.9.1981 at 10.27 am.

DISCHARGED

Mortgage 344246/6 to The Royal Banking and Finance Corporation - 10.9.1981 at 10.27 am.

for A.L.R.

No. 448161/1 Land Improvement Agreement under Sub Section 3 of Section 30 of the Soil Conservation and Rivers Control Act 1941 - 15.8.1983 at 9.10 a.m.

for A.L.R.

Variation of Land Improvement Agreement 448161/1 - 18.4.1986 at 9.00 am.

Deville

for A.L.R.

Variation of Mortgage 344246/1 - 30.9.1986 at 10.41a.m.

DISCHARGED

for A.L.R.

Mortgage 661895/4 to Wrightson NMA Limited - 20.7.1987 at 9.45a.m.

DISCHARGED

for A.L.R.

Transfer 741720/1 of Mortgage 661895/4 to Wrightson Farmers Finance Limited - 18.5.1988 at 11.06am

White
for A.L.R.

Deed of Grant of Easement 378/1268 affects the fee -simple estate of the within land

CR-Joly
for A.L.R.

Transfer A61572/5 of his share Peter James Robinson to Edmund John Robinson of Winscombe near Fairlie, Farmer - 20.7.1993 at 10.29am

CR-Joly

Mortgage A61572/13 to Wrightson Farmers Finance Limited - 20.7.1993 at 10.29am

DISCHARGED

CR-Joly
for A.L.R.

Transfer A159751/1 to Edmund John Robinson, abovenamed and Marie Anne Robinson his wife as tenants in common in equal shares - 21.2.1995 at 2.09pm

CR-Joly
for A.L.R.

No. A190094/1 Variation of the within lease extending the term for 33 years commencing on 1.7.1996 and varying the terms therein - 22.8.1995 at 9.27am

Palmer
for A.L.R.

A401942.2 Mortgage to Raymond Sullivan Solicitors Nominee Company Limited - 27.4.1999 at 2.07

Sullivan
for RGL

MEMORANDUM OF RENEWAL

BETWEEN HER MAJESTY THE QUEEN

Lessor

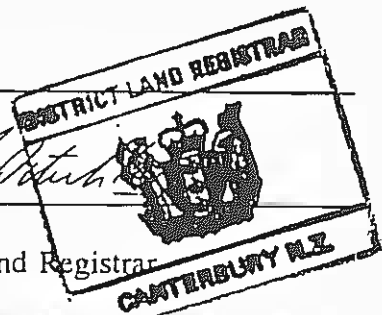
A N D EDMUND JOHN ROBINSON
MARIE ANNE ROBINSON

Lessee

Particulars entered in the Registrar on date and
at the time recorded below

No variation of the within
lease except the term for
33 years commencing on 1/7/1996
and varying the terms
therein -

District/Assistant Land Registrar



Land Corporation Limited
TIMARU

R2544

REGISTER
9 27 22 APR 95 A 200094 / 1

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

AND

IN THE MATTER of Pastoral Lease No. P107 ✓
"Glencraig" registered in ✓
volume 529 folio 227 ✓
Canterbury Land Registry from
HER MAJESTY THE QUEEN ✓
to EDMUND JOHN ✓
ROBINSON ✓ and MARIE ✓
ANNE ROBINSON ✓ of
Winscombe, near Fairlie, ✓
Farmers ✓

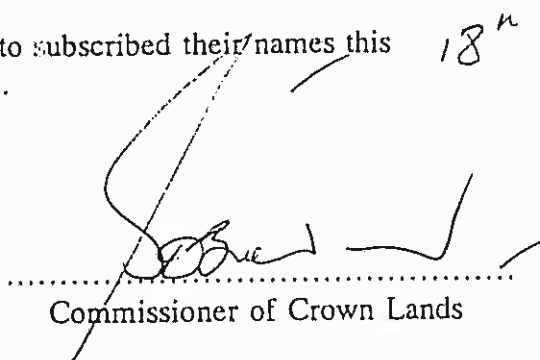
Pursuant to Section 170 of the Land Act 1948, the term of the abovementioned Lease registered in Volume 529 Folio 227, Canterbury Land Registry, is renewed for a term of 33 years commencing on the 1st day of July 1996. The Covenant to pay rent and the Rental Value contained in the Lease is hereby varied by deleting the said Covenant and substituting the following:

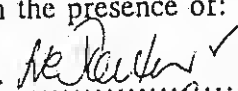
"Yielding and paying therefore the first 11 years of the said term unto Land Corporation Limited at Christchurch, the annual rent of \$1,500.00 calculated on a Rental Value of \$100,000.00 payable without demand by equal half yearly payments in advance on the 1st days of January and July in each and 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 these 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 18th
day of August 1995.

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


.....
Commissioner of Crown Lands

Witness: 
Occupation: *Senior Minister General, Crown Lands*
Address: *100 St. James Road, Wellington*

SIGNED by the said EDMUND JOHN ROBINSON in the presence of:

E J Robinson
.....
Edmund John Robinson

Witness: *[Signature]*

Occupation: *Solicitor*

Address: *Twin*

SIGNED by the said MARIE ANNE ROBINSON in the presence of:

M A Robinson
.....
Marie Anne Robinson

Witness: *[Signature]*

Occupation: *Solicitor*

Address: *Twin*

Correct for the Purposes of the Land Transfer Act

[Signature]
.....
Solicitor for the Lessee

produced 111 SEP 1981 priority over within charge 101-3-2

ALR

8
9
77
SR

525/287

108/280

21F/21

133717/4

133717/4

District Court Registry
Christchurch 101.

5/24/44 10:05 AM '77

St. Middleton
DISTRICT COURT REGISTRY
CHRISTCHURCH

AGREEMENT made the 15th day of May 1977
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 Peter James
ROBINSON and Edmund John ROBINSON of FAIRLIE
(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 two
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.

MR 19.6

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

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 ninety-
nine 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.

Run 316 "Glencraig" situated in
Blocks V, VI, IX and X Tengawai S.D.
Registered in Volume 529 Folio 227

acs r p
2,713 0 00

R.S. 30352 Block VI Tengawai S.D.
Registered in Volume 108 Folio 2&0

60 0 00

Canterbury Land District

THE SECOND SCHEDULE

Conservation practices to follow "The Works" subsidised include modifications in management as outlined in the farm conservation plan.

Major modifications are outlined briefly as follows:-

- (a) Block C2a containing 290 hectares more or less and Block C2b containing 190 hectares more or less will not be grazed with sheep between June and November each year, but may be grazed with cattle during this period.
- (b) The numbers of sheep and cattle and class of stock to be grazed on Blocks C2a and C2b to be agreed to on an annual basis between the owners, Lands and Survey Department and Board.
- (c) The subsidised firebreak from the Tengawai River along the Albury Range to the Opihi River boundary shall be maintained in a negotiable condition and free of combustible material at all times with or without financial assistance from "the Board."

Access shall always be available to any Government department or local authority and its employees to enable it to properly carry out its constituted function. (To include Pest Destruction Boards, Catchment Board, Department of Lands and Survey, County Council) and adjoining runholders, more specifically the lessees of "Silver Hill," "Chetwynd," "Coolgardie," "Manahune," "Lancewood," "Airies," "Three Springs" and "Stanton," provided prior notice is given to the "owner".

P. J. Robinson

E. J. Robinson

[Signature]

[Signature]

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"
IN WITNESS whereof these presents have been executed on the day
and year first before written.

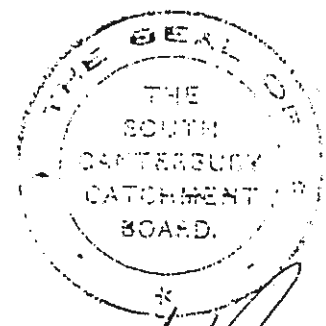
I, Peter James ROBINSON and Edmund John ROBINSON, the Owner herein
do hereby bind myself and my successors in title to perform and
observe the terms and conditions of this Agreement.

SIGNED by the said)
PETER JAMES ROBINSON)
EDMUND JOHN ROBINSON)
as Owner in the presence of :)

P. J. Robinson
E. J. Robinson

H. H. McDonald
Soil Conservator

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])
Members)
of the)
Board)

[Signature]
acting Secretary

JOHN GORDON MOUAT ACTING
I, Francis George HOWE 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.

[Signature]

y/a
V/P
P. 4.5

Run 316 "Glencraig" situated in Blocks V, VI, IX and X Tengawai S.D.	CT529/227 ✓	2713 acres
Rural Section 30352, situated in Block VI Tengawai S.D.	CT 21F/21	24.2811 ha
Lot 9 on D.P. 3049, Rural Sections 19492, 19493, 20550, 20551, 21792, 24389, 24390, 24487, 24566, 25841 and 30704, situated in Blocks VI & X of Tengawai S.D.	22K/1062 CT 399/227	133.3160 ha
Lots 4 and 5 on D.P. 23682 Rural Section 30707, and Pt Rural Sections 21792, 24623, 24624, 26273, 27471 and 35947 in Blks VI & X Tengawai S.D.	CT 4C/967 ✓	138.5501ha

CANTERBURY LAND DISTRICT

THE SECOND SCHEDULE
PART I

<u>COMPLETED WORK</u>	<u>COST</u>	<u>GRANT SHARE</u>
752m Windbreak	\$2280	\$1140
6318m Erosion Control Fence)		
4090m Internal Cattleproofing)		
2133m Boundary ")	\$30,862	\$15,760
401ha Aerial Oversowing and T.D.)		
2414m Share Regional Firebreak)		
4810m Internal Firebreak)		
 <u>WORKS TO COMPLETE</u>		<u>GRANT RATE</u>
1870m Windbreak	\$8181	60%
1910m Recuperative Spelling Fence	\$5050	70%

PART II

Conservation practices to follow "The Works" subsidised include modifications in management outlined in the Soil & Water Conservation Plan.

Major modifications are outlined briefly as follows and as listed as Requirements - Windbreaks.

- a) The period of grazing, the numbers of sheep and cattle and the class of stock to be grazed on Block C2a containing 293ha more or less and Block C1a containing 206ha more or less as shown on S.C.C.B. drawing no 1279 P is to be determined by the Board in consultation with the owners and the Lands & Survey Dept, for the purpose of protecting the soil and preventing erosion.

1983
4/1
14
day of July
1983
2
7.75

1. AND made the
a SOUTH CANTONMENT BOARD duly constituted
Soil Conservation and Rivers Control Act 1941 (herein-
called "the Board") of the one part and PETER J MEE ROBINSON
and EDMUND JOHN ROBINSON both of FAIRLIE

(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
and "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 this agreement is in substitution of Agreement No.133717/4
between the parties, that agreement is cancelled and replaced by this
agreement.

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.

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.

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"
IN WITNESS whereof these presents have been executed on the day
and year first before written.

We, Peter James Robinson and Edmund John Robinson the Owners
herein do hereby bind ourselves and our successors in title to
perform and observe the terms and conditions of this Agreement.

SIGNED by the said)
Peter James Robinson)
as Owner in the presence of:

P. J. Robinson

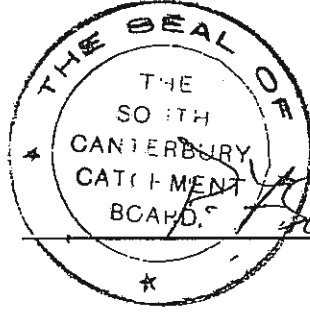
H. A. Mac Donald
Soil Conservator

Edmund John Robinson)
as Owner in the presence of:

E. J. Robinson

H. A. Mac Donald
Soil Conservator

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


H. A. Mac Donald Chairman
Members of the Board

Brian John O'Sullivan
Secretary

Brian John O'Sullivan
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.

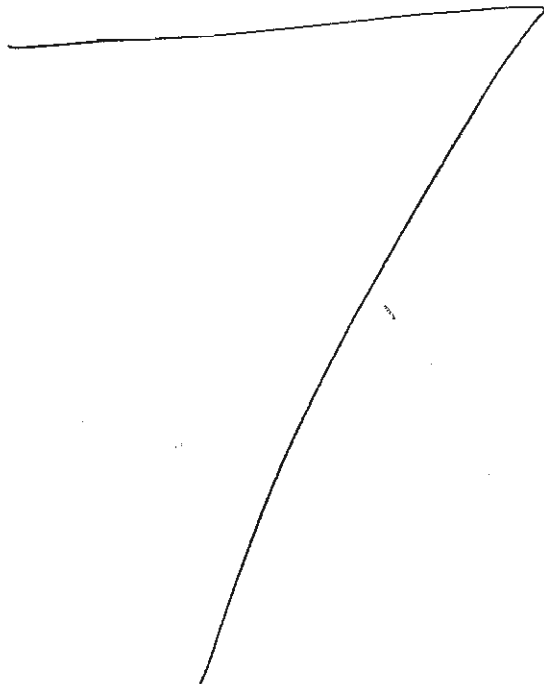
V / ' 7.75.

- b) Block C2b₂ 146ha more or less as shown on S.C.C.B. drawing No 1279 P² will be grazed in a manner determined by the board in consultation with the owner and Lands & Survey Dept for the purpose of protecting the soil and preventing erosion. Initially stock numbers will be limited to 70 dry cattle only for up to one month in autumn.
- d) The subsidised community firebreak (constructed from the Tergawai River) along the crest of the Albury Range to the Opihi River boundary and the internal firebreak which ascends to join it as shown on S.C.C.B. plan No 1279 P to the top of the Albury Range shall be maintained in a negotiable condition and free of combustible material at all times with or without financial assistance from the Board. Access shall always be available to any Government department or local authority and its employees to enable it to properly carry out its constituted function. Access shall also be available to adjoining runholders, more specifically the lessees of "Silver Hill" "Chatwynd", "Coolgardie", "Manahune", "Lancewood", "Aires", "Three Springs" and "Stanton" provided they give prior notice to the owner.

REQUIREMENTS - WINDBREAKS

Management of the soil and vegetation shall be carried out in a manner designed to minimise the risk of wind erosion.

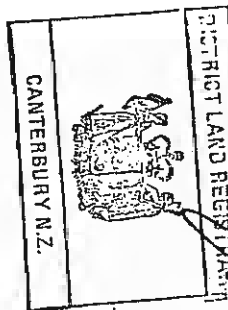
- 1) Cultivation practices that enhance the soils resistance to wind erosion shall be undertaken.
- 2) Trees shall be protected from damage by animals, fire and herbicides.
- 3) Trees shall not be cut down, topped or in any way disposed of without the written consent of the Board.



6

Variation - 18.4.1986
at 9.00 am.

Daivelle
for A.L.R.



John Rimmer
Aug 15 9 10 AM '83

360/457
458
44816111
22K/1062-21P/21:
4C/967: 529/227
District Land Registry
Christchurch No.2

9
DUAL

1
2VI

BETWEEN the South Canterbury Catchment Board, duly constituted under the Soil Conservation and Rivers Control Act 1941 of the one part and Peter James Robinson and Edmund John Robinson of the other part.

WHEREAS the parties have entered into a Land Improvement Agreement No 448161/1.

WHEREAS it has been agreed by and between the owner 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 additional works

VARIATIONS TO THE SECOND SCHEDULE

PART I (in substitution)

A. Completed Works

	<u>Total Cost</u>	<u>Grant Share</u>
752m windbreak planting	2,280	1,140
6318m erosion control fence)	
4094m cattle proofing internal)	
2133m cattle proofing boundary)	
401 ha aerial oversowing & topdressing) \$30,862	15,760
*2414m share regional firebreak)	
*4830m internal firebreak)	
* Approved as part of Albury Range Regional Firebreak Complex		
1010m recuperative spelling fence) 7,338	6,014
1085m windbreak)	

B. Works Still to be Completed

	<u>Estimated Cost</u>	<u>Grant Rate</u>
785m windbreak	\$3,925	60%

P. J. Robinson
E. J. Robinson

<u>New Works Approved (to be completed)</u>	<u>Est. Cost</u>	<u>Grant Rate</u>
1509m windbreak planting	\$7,545	60%
1106m grassed water way including two shallow rock drop structures	13,825	60%
700m retirement fence for conservation of 3ha wetland	<u>4,375</u>	70%
	\$29,670	
	=====	

MODIFICATION TO PART II

Add

(e) The 3ha (approximately) wetland area when fenced will be destocked, maintained stock proof and any land use practices carried out in the wetland must be approved by the Board for the purpose of soil conservation and erosion prevention.

We, Peter James Robinson and Edmund John Robinson, do hereby bind ourselves and our successors in title to perform and observe the terms and conditions of Agreement No 448161/1 as amended herein.

SIGNED by the said
Peter James Robinson
in the presence of:

)
)
)

P. J. Robinson

J. N. Mac Donald
Soil Conservator

SIGNED by the said
Edmund John Robinson
in the presence of:

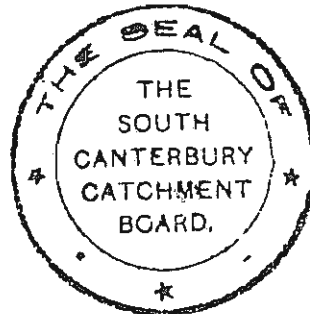
)
)
)

E. J. Robinson

J. N. Mac Donald
Soil Conservator

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] General Manager
Brian O'Riordan Secretary

Approved by Registrar-General

MEM

Correct for the purposes of the Land Transfer Act.

[Signature]
Solicitor for Transferee

I hereby certify that Part 11A of The Land Settlement Promotion and Land Acquisition Act 1952 does not apply to the within transaction.

[Signature]
Solicitor for the Transferee

37B/1268

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

~~Assistant~~ Land Registrar
of the District of ~~Canterbury~~

TRANSFER

37B/1268

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTEBURY
ASST. LAND REGISTRAR

File as 37B/1268

TIMPANY WALTON
LAWLINK
SOLICITORS
TIMARU

FEES PAID HEREON
AVAILABLE
TO 3/7/98

THE CAXTON PRESS, CHRISTCHURCH

A.L.R.

NOW THEREFORE in pursuance of such agreement and in consideration of ^{grantee} ~~transferor~~ presents the ^{grantor} ~~transferor~~ does hereby transfer and grant to the ~~transferor~~ the right to convey water over part of the servient land by means of pipes already laid on the land the position of which pipes are shown by the line marked "M-O" on ^{Deposited Plan 18904 Survey Office} ~~SC Plan 18904~~ a copy annexed hereto. to be forever appurtenant to dominant land firstly and secondly described.

AND IT IS HEREBY AGREED AND DECLARED THAT:

1. The right to convey water shall have the meaning rights and conditions implied in those words by the seventh schedule to the land Transfer Act 1952.
2. a. The cost of maintenance and repair (as applicable) of the pipes and conduits shall be borne by the registered proprietors of the tenements using the same in the proportion which such rights are used by each of the registered proprietors and so that no registered proprietor shall bear the cost of any such part which is not used by him.
 - b. If any such repair or maintenance becomes necessary through the omission, neglect or default of any one or more registered proprietors such registered proprietor shall bear the whole of the cost of such repair or maintenance.
 - c. No building or other improvement shall be erected, constructed and no tree or shrubs planted in any position likely to interfere with the exercise of the rights and powers contained or implied in any easement created in terms hereof.
 - d. If any dispute shall arise between any registered proprietor of either a servient or dominant tenement herein created and the registered proprietor of any other servient or dominant tenement herein created as to the cost or type of formation of the said rights to convey water or otherwise arising out of or touching or concerning these presents then such dispute shall be referred to arbitration under the provisions of the Arbitration Act 1908 and its amendments to the intent that the easement shall be forever appurtenant to the dominant land.

rights and conditions of the Land Transfer Act 1952 shall be forever appurtenant to the land and shall be shown by the line in consideration of the grant to the parties.

IN THE MATTER of the Land Transfer Act

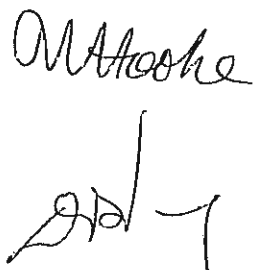
AND

IN THE MATTER of Deed of Grant in respect of Certificates of Title 4C/967, 36D/487, 36D/488 and 529/227

I, JANYNE MARY HOOKE of Timaru, Legal Executive do solemnly and sincerely declare that the Deed of Grant made between Her Majesty the Queen, Norman Robert John McConnell and Margaret Ann McConnell both of Fairlie, Farmers, Peter James Robinson and Edmund John Robinson both of Fairlie, Farmers in respect of all those parcels of land comprised and described in Certificates of Title 4C/967, 36D/487, 36D/488 and 529/227 has been torn. The document was forwarded by post for execution by the various parties and in the course of execution by the various parties became caught in an envelope and accidentally torn.

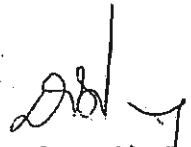
AND I MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

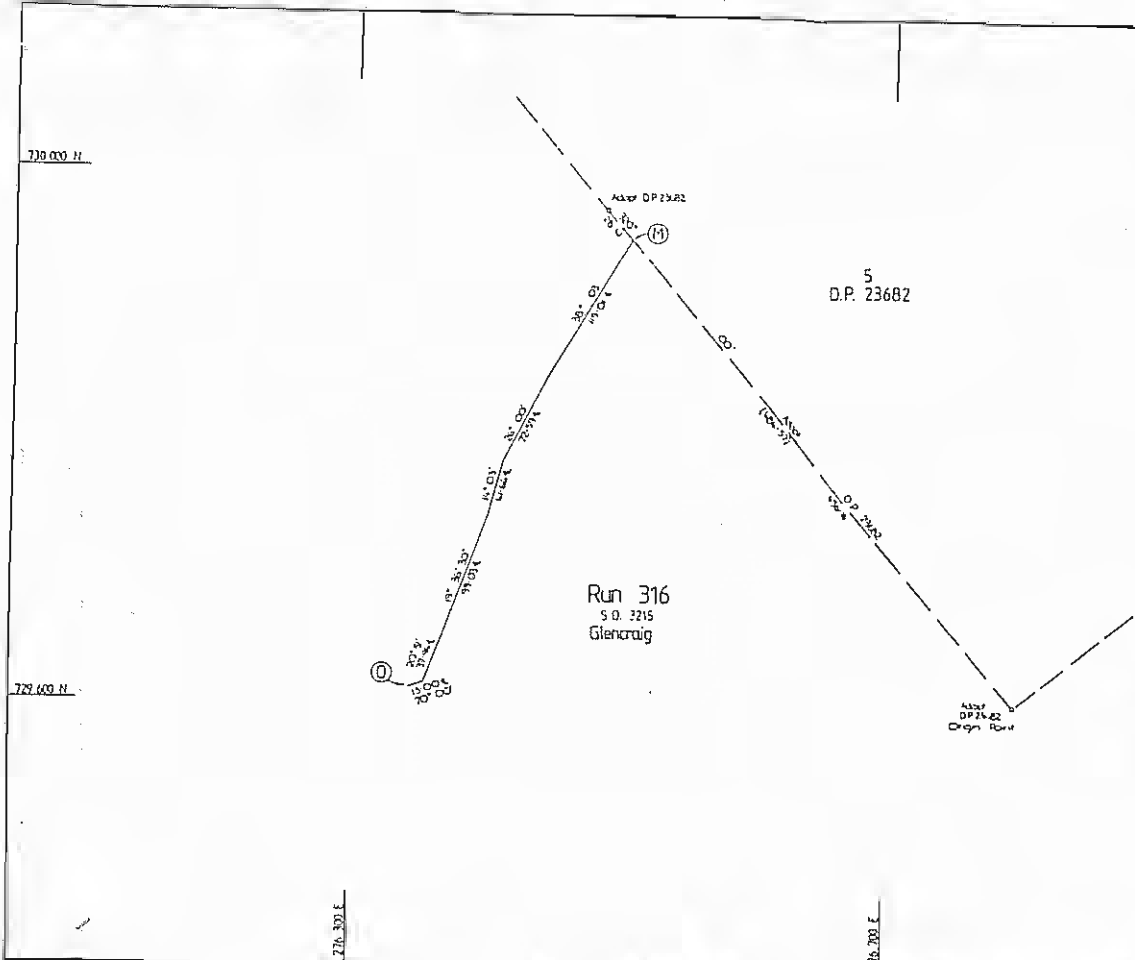
DECLARED at Timaru
this 18th day
of May 1993
before me.



A Solicitor of the High Court of New Zealand

Correct for the purposes of the Land Transfer Act.


Solicitor for the Parties



Run 316
S.O. 3215
Glencraig

5
D.P. 23682



Approach Approved *P. J. Robinson*
P. J. Robinson
 E. J. Robinson
 Lessees

Approved by Land Corporation Limited
 per *R. M. Maudslayi*
 signed for and on behalf of Her Majesty the Queen pursuant
 to a Deed of Land with the District Land Registrar as
 at 815 118/11, Land Corporation Limited by its
 attorney Raymond Alan Ward-Smith

DEARTH DATE: 11/06/1992
 ORDER OF BLANKING: DP 23682
 CO-ORDINATE CLAIM: Corrected
 TITULAR CLAIM: CO-ORDINATES
 CIRCUIT DATE: 15/04/1992 HIGHWATER: 15/04/1992
 DRAINAGE DATE: 15/04/1992 DP 23682 from DP 23682

TABLE OF CO-ORDINATES
 MARK NORTH EAST
 South 1011 Lot 5 729 403.54 276 796.72
 DP 23682

Proposed Easements

Instrument	Legal Description	Distance	Direction
Right to Convey	Run 316	14.10 L	100° 00' 00"

Total Area
 Comprised in C.L. 529/227

I, *Russell George Finlay*
 Proposed Surveyor and maker of an aerial photograph certificate for the
 purpose of a proposed survey pursuant to section 22 of the Survey Act
 1984 hereby certify that the plan and survey have been made from surveys conducted
 by me or under my direction and that the plan and survey are correct and
 have been made in accordance with the Survey Regulations 1984 or any
 regulations made in substitution thereof

Dated at Timaru on 8th
 of September 1992 Signature *RF*

Field Book
 Reference Plans DP 23682, C1051 SD 3215

Examined S.L. Wainwright Surveyor -

Approved as to Survey
 25/7/93 *R. Maudslayi*
 Deputy Chief Surveyor

Deposited this day of 15
 District Land Registrar

For
 Received 10.9.92 15018904
 Registrar

LAND DISTRICT Canterbury
 SURVEY BLK. & DIST. X Tengawai
 NZMS 261 SHT J. 3B RECORD MAP No 10000/1-1

Proposed Easement Over Run 316

TERRITORIAL AUTHORITY Mackenzie District
 Surveyed by Milward Finlay Lobb & Bell 23/2/92
 Scale 1:2000 Date June 1992

A2

A3

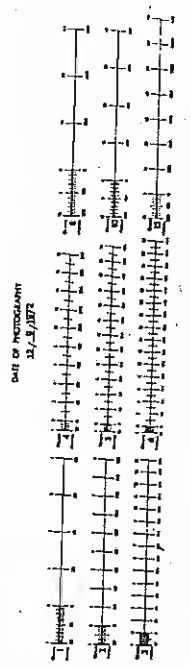
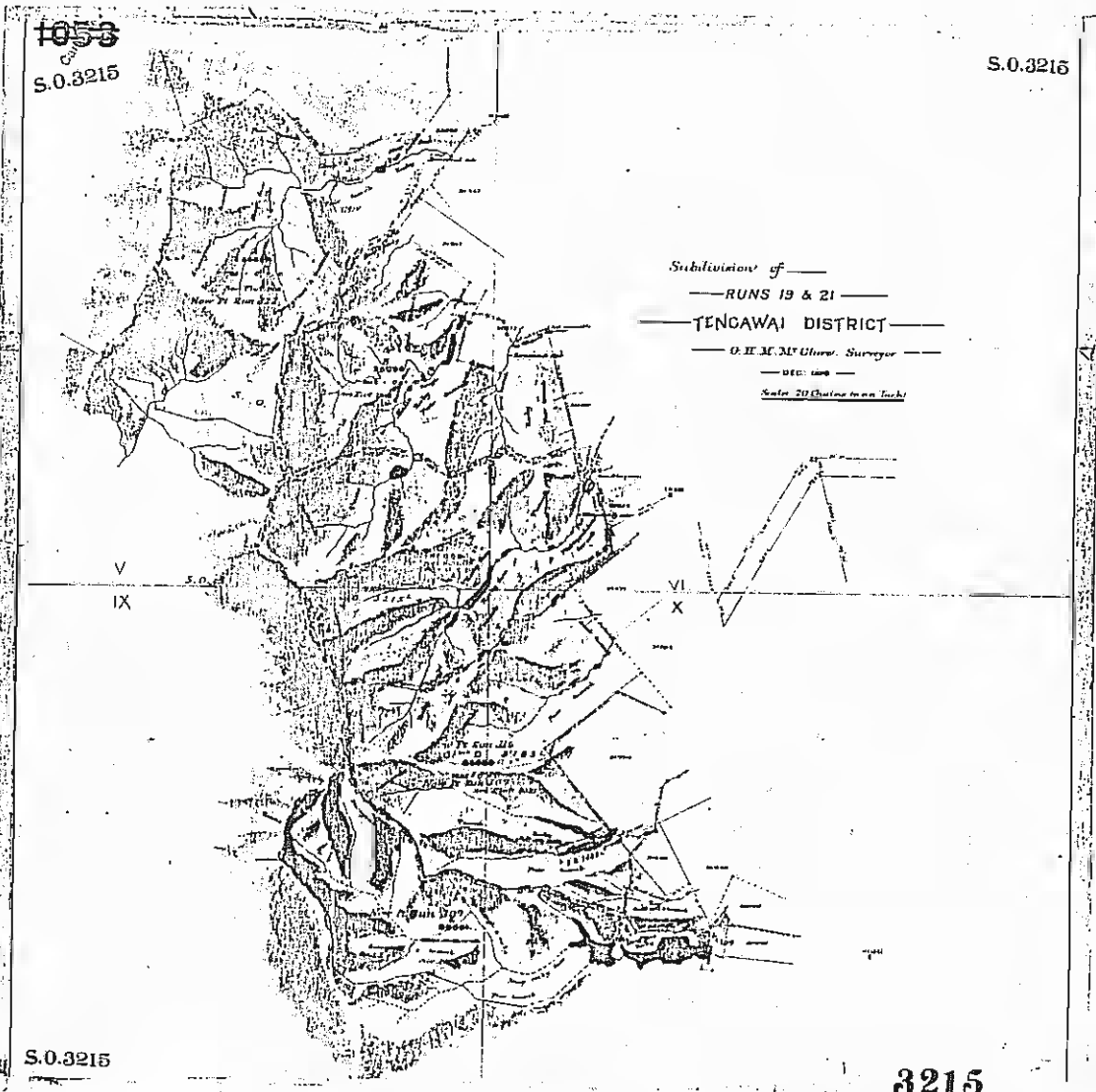
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1053
S.O.3215

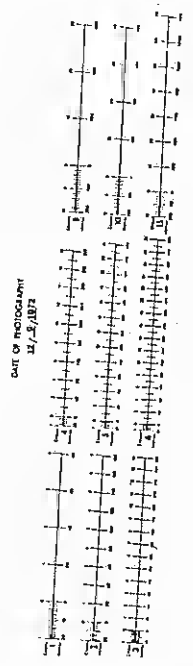
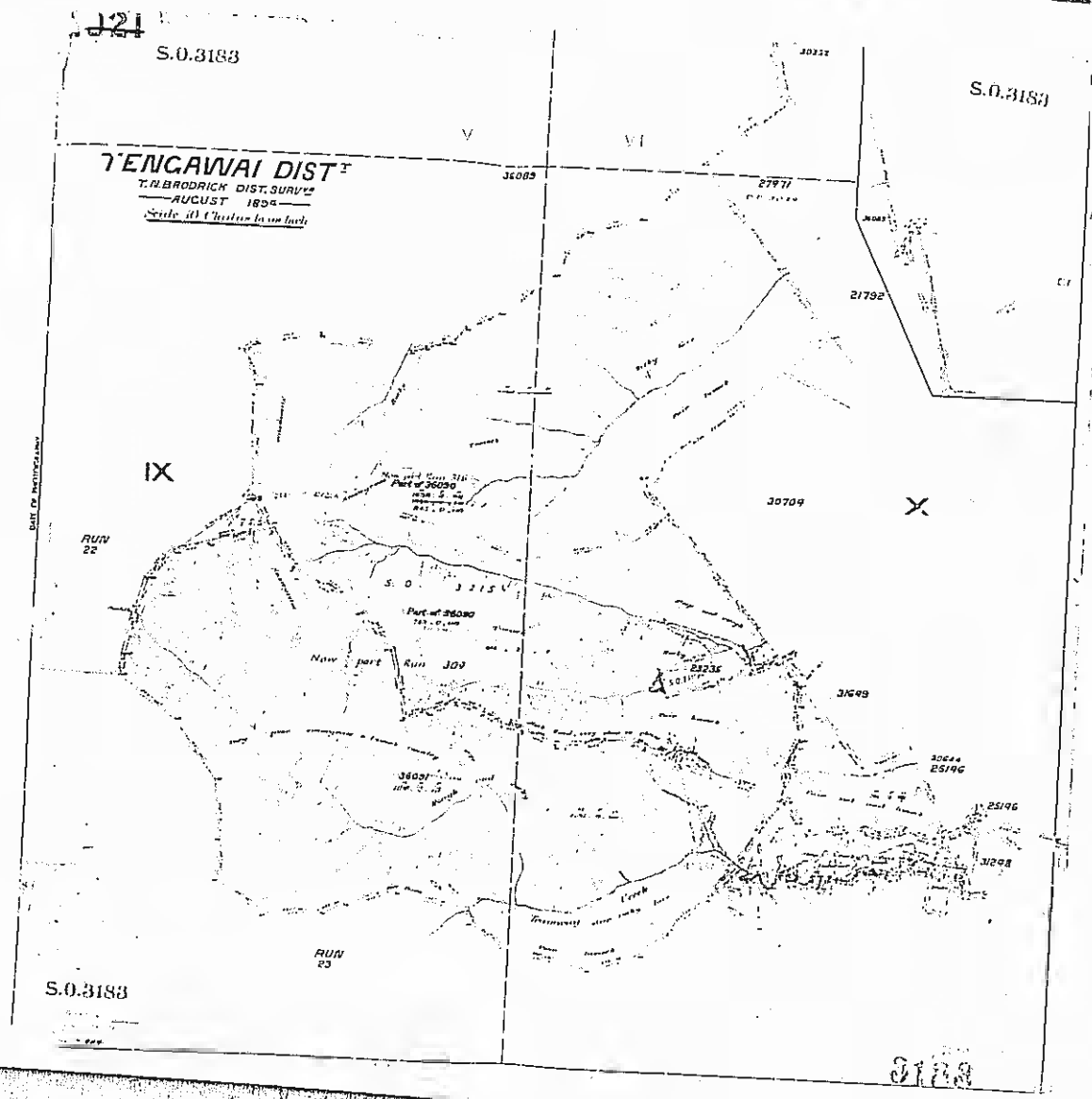
S.O.3215

Subdivision of —
— RUNS 19 & 21 —
— TENGAWAI DISTRICT —
— O. H. M. M. Uluru, Surveyor —
— DEC. 1968 —
Scale: 20 Chains to an Inch



S.O.3215

3215



3183