

# Crown Pastoral Land Tenure Review

Lease name: ARDROSS STATION

Lease number: PS 028

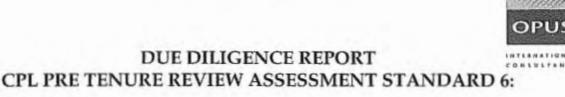
# Due Diligence Report (including Status Report)

## - Part 1

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

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

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



#### ARDROSS PASTORAL LEASE

File Ref: CON/50269/09/12653/A

Report No: DN0078

Report Date: 13/11/2001

Office of Agent: Dunedin

LINZ Case No: TR 02 /135

Date sent to LINZ: 15/11/2001

#### RECOMMENDATIONS

- That the Commissioner of Crown Lands or his delegate note this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
- That the Commissioner of Crown Lands or his delegate note the following incomplete actions:
  - The area in Certificate of Title SL206/5 does not reflect the redefinition in SO 11909.
  - The Department of Conservation enjoy access through the lease to two adjoining conservation areas. This interest has not been formalised.
  - There is uncertainty regarding the continued need and existence of the right-ofway over Run 656 (adjoining) in favour of the lease (Run 559).
  - There are two deviations between the fenced and legal boundary along the western boundary of the lease.
- That the Commissioner of Crown Lands or his delegate note that the adjoining Pastoral Lease Ps/027 contained in Certificate of Title SL7A/616, is held under the same ownership as the present lease.

Signed by Opus:

Michael Brown,

Approved Declined (pursuant to a delegation from the Commissioner of Crown Lands)

by:

Name: GRANT KASPER WEBLEY
Date of decision: 70 / 11 / 0

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Ardross (Southland) Report on Due Diligence – Activity 2.6

#### 1. Details of lease:

Lease Name: Ardross (Ps/028)

Location: On Wairaki Road, 6.5 kilometres from Ohai

Lessee: Struan William Minty

Tenure: Pastoral Lease under the Land Act 1948

Term: 33 years from 1 July 1990

**Annual Rent:** \$3,037.50

Rental Value: \$135,000.00 as at 1 July 2001

Date of Next Review: 30 June 2012 Land Registry Folio Ref: SL206/5 Legal Description: Run 559

Area: 3250.0000 hectares

#### 2. File Search

Files held by Knight Frank Limited on behalf of LINZ:

File Reference	Volume	From	То
Ps/028-SCH-04	4	24/11/1999	30/06/2000
CON/50213/09/12653/A-ZNO	1	01/07/2000	Date

#### Files held by Opus International Consultants Limited on behalf of LINZ:

File Reference	Volume	From	То
CON/50269/09/12653/A-ZNO		22/08/2001	Date

#### Files held by Knight Frank Limited on behalf of LINZ:

File Reference	Volume	From	To
Ps/028-03	3	22/07/1983	12/10/1999
Ps/028-02	2	23/02/1977	01/08/1983
Ps/028-01	1	18/07/1941	08/03/1977

#### 3. Summary of lease document:

#### Terms of lease

Stock Limitation in Lease

1995 sheep and 85 cattle

Commencement Date

1 July 1990

Special Provisions

There are no special provisions in the lease

#### Area adjustments

SO 11909 is a redefinition of Run 559. This plan reduces the area of the run from 3277.9537 hectares to 3250.000 hectares. The lease document (SL7A/616) indicates the area as being

#### Registered interests

- Subject to Part IVA Conservation Act 1987
- Appurtenant hereto is a right of way over Part Run 560
- 047326.1 Land Improvement Agreement pursuant to Soil Conservation and Rivers Control Amendment Act 1959 11/06/1979.
- 126572.1 Memorandum of Variation of the terms of the within lease 31/01/1986.
- 179721.1 Variation of the within lease renewing the term for a further 33 years commencing on 01/07/1990 and increasing the annual rental to \$1,200.00 and the rental value to \$80,000.00 27/09/1990.
- 215824.3 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Bradley& Whiting Farming Company Limited commencing on 08/09/1993 and expiring on 30/09/2030 20/12/1993.
- 252297.8 Mortgage to Bank of New Zealand

#### Unregistered interests

The Department of Conservation enjoys access through Ardross Station to two adjoining conservation areas, Etal Hill and Letham Bush. At present, this arrangement has yet to be formalised.

#### 4. Summarise any Government programmes approved for the lease:

Records indicate that two five year Land Improvement Agreements were entered into over Ardross Station. The first, in 1968 saw a programme of installing cattle proof and conservation fences, as the first pastoral subdivision steps on the property. The second programme commenced in 1979 and involved further subdivision fencing, as well as oversowing and topdressing, the creation of two stock water ponds, and the retirement of a small area of erosion prone land.

#### 5. Summary of Land Status Report:

Opus International Consultants Limited undertook a Land Status Check on 25 October 2001. This check confirms the Land as Crown Land under the Land Act 1948, subject to Pastoral Lease Ps/028.

The following items were identified for consideration in the context of Due Diligence:

- The area on the registered lease is at variance with the redefinition plan SO 11909.
- Terraview does not represent SO 11909 that fixed some boundaries along bush and stream edges based on 1982 aerial photography.
- The legal description on Ps/028 is appended with the words "together with a right-of-way over part of Run 560 Takatimu Survey District". This adjoining land is subject to Pastoral Lease Ps/027. Ps/027 was originally registered as SL206/6 over Run 560 and contained a condition in respect to this right-of-way: "Condition i)

Subject to a right-of-way over part coloured yellow as shown on the plan annexed hereto". Ps/027 was subdivided in 1984 and a new lease SL7A/616, issued over Run 656. This new lease does not contain any conditions in reference to the right-of-way.

If still required, access should be formalised by way of easement.

The Department of Conservation in commenting on status issues advised that it
enjoys access through Ardross to two adjoining conservation areas, Etal Hill and
Letham Bush. Formal access may need to be addressed.

#### 6. Review of topographical and cadastral data:

A review of the topographic and cadastral data indicates:

- There is a major deviation between the fenced and legal boundary at around NZMG Sheet D44 208742 on the western boundary of the property.
- There is a minor deviation between the fenced and legal boundary at around NZMG D44 987756 on the western boundary of the property.
- There is an airstrip on the property at NZMG D44 220733.
- There is a hut on the property at NZMG D44 228733.

There are no legal roads on the property.

#### 7. Details of any neighbouring Crown or conservation land

Neighbouring Crown Land is detailed as follows:

	Legal Description	Status	Owner/Lessee
North	Crown Land Wairaki Survey District	Marginal Strip	Department of Conservation
	Section 2 SO 12055	Crown Land	Department of Conservation
	Etal Stream	Marginal Strip	Department of Conservation
	Part Run 595	Crown Land	Department of Conservation
South	Not Applicable	Freehold	-
West	Run 656	Pastoral Lease (Beaumont Station)	Struan William Minty

Run 656 is held under the same ownership as the present lease. It may be desirable to have both leases progress through tenure review at the same time.

There is no indication that any other of these parcels of land should be included in the tenure review.

#### RELEASED UNDER THE OFFICIAL INFORMATION ACT

Ardross (Southland) Report on Due Diligence – Activity 2.6

#### 8. Summarise any uncompleted actions or potential liabilities:

- The area in Certificate of Title SL206/5 does not reflect the redefinition in SO 11909. A copy of SO 11909 is attached as Schedule A to this report.
- The Department of Conservation enjoy access through the lease to two adjoining conservation areas. This interest has yet to be registered. Copies of correspondence outlining this interest are attached as Schedule B to this report.
- The pastoral leases issued over Runs 559 and 560 (now Run 656) contain a condition providing the lessee of Run 559 access over Run 560. These leases were held in different ownership. This access was not protected by formal documentation and it was suggested in the Status Report that this may need to be reviewed. However as the two properties are now held in the same ownership, this is no longer an issue. Copies of the current and historic Certificates of Title for the adjoining lease are attached as Schedule C to this report.
- There are two deviations between the fenced and legal boundary along the western boundary of the lease. A copy of the status plan is attached as Schedule D to this report.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Ardross (Southland) Report on Due Diligence – Activity 2.6

S...edule A - SO 11909

RELEASED UNDER THE OFFICIAL INFORMATION ACT STATE FOREST Gaz.1886 p.253 7 111 127 S030144 Approvals 127 ئے خ 5,0,10144 SEE DIAGRAM A 2010 SO,619 114 509668 VIII 112 50,9699 70500mm THE WEST SIDE OF ETAL STREAM MARKED A'A AND BOTH SIDES OF THE STREAM MARKED BE ARE SUBJECT TO A MARGINAL STRIP PURSUANT TO Χ SECTION 2L OF THE CONSERVATION ACT 1987. DIAGRAM B STREM I BUSH EDGE POSITIONS HAVE BEEN FIXED FROM HAP NZHS 270 DILD WHICH WAS PLOTTED FROM MERIAL PHOTOS SIN. 8028 DID-12 PLOWN 15/2/1982. Pt.Run 599 ١X 5.0.7445 Run 559 **®**Y+ MORLEY \$0.6530 \$0.6561 Run 656 50.10390 DATUM GEODETIC 1949 DROUT BLUFF XVII ORIGIN Das. Spot R. D. W. Pt.Run596 700,000mN 300,000 m€ Total Area 3250-0000 ha Comprised in \_R.B. 206/5 L. Robert, Netson Back. X V1 degistered Surreger and holder of an annual practiting strifficate has who our set as a rejectant appropriate standard to rection 25 at the Surrey Act. 1980 burshy service this plan has been made from surveys excellent by one or water my directions. This both plan and survey are correct and XXI 125 S0.9947 here been orde in exceptance with the Survey Regulations 1972 or my d . Jonuary .... 1393, Septim Bill Ach. Tied Beat \_\_ a \_\_ Tieren Bost \_\_ a \_ Releaser Flora\_50619,2757,5530,6561,9558,9599,5957 50,10144...10390 Esciolo Klanskos Comes Approved for Lease Purposes +0 @

W.A. FORDRISON, DITECTOR GENERALISH METON GENERAL DOWN FOR SURVEY AND LAND HEDRALIDY, NEW ZEALING

LAND DISTRICT SOUTHLAND TERRITORIAL AUTHORITY Southland District Redefinition of Run 559 Survey Blk. & Dist. YIII\_IX\_XY\_XYI\_XXI\_WASRAKI. \_HO) TA!) NO BY . DEPT OF SURVEY & LAND. JNEON (AT (CH. NZMS 261 Sheet\_D.4.4. Record Mon No.8.5.600,601,603,604 Scale 1: 25,000 Doie Nov 1992

District Land Registrar

Actine Chief Surveyor

Fis 75/1060/01 Accord 30 1.93 KByck \*#ENIMAN 950175

SIG MAGI USCO

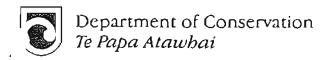
2 1 08 193

Deposited this...

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Ardross (Southland) Report on Due Diligence – Activity 2.6

Schedule B - Correspondence discussing the use of the property by the Department of Conservation

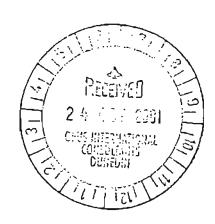


File: PAS 0020

23 October 2001

Garry Patrick
Opus International Consultants Ltd
Private Bag 1913
DUNEDIN

Dear Garry,



#### DRAFT STATUS REPORT - ARDROSS STATION

Your 10 October letter to Tony Perrett in our Dunedin office has been referred for comment.

The department's interests as the administrative authority for the following parcels of adjoining land:

- Letham Bush part of the Takitimu Conservation Area (Conservation Unit # D44006)
- Marginal Strip along North Etal Creek (Cons Unit # D440046)
- Marginal Strip along Etal Stream (Cons Unit # D440047)
- Etal Hill Conservation Area (Cons Unit # D440060)

The department currently enjoys the use of access through Ardross Station, to both the Etal Hill and Letham Bush Conservation Areas. At either tenure review or lease renewal, the department would look to formalise this arrangement by way of a registered right of way. The minimum requirement sought would be for management purposes.

In the case of tenure review and dependent on the outcome of negotiations on areas to be surrendered from the pastoral lease and transferred to the administration of this department, we may seek to include public access to those areas.

Standard marginal strip requirements would also form part of any such considerations.

Yours sincerely,

Colin Pemberton
Community Relations Supervisor
(Statutory Land Management)
for Conservator

souco-29890 - opus - ardross status report comments

Southland Conservancy

State Insurance Building, 33 Don Street, P.O. Box 743, Invercargill, New Zealand Telephone 03-214-4589, Fax 03-214-4486

Not Shalus Sp. 24

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Ardross (Southland) Report on Due Diligence – Activity 2.6

S. .edule C - Copies of the current and historic Certificates of title for Runs 559 and 656.



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



#### Search Copy

Identifier

SL206/5

Land Registration District Southland

Date Registered

05 March 1959 12:00 am

Type

Lease under s82 Land Act 1948

Area

3277,9537 hectares more or less

Term

33 years commencing on the 1st day of July 1957 and renewed for a further 33 years

commencing 1.7.1990

Legal Description Run 559

**Proprietors** 

Struan William Minty

#### Interests

Appurtenant hereto is a right of way over part Run 560

Subject to Part IVA Conservation Act 1987

047326.1 Land Improvement Agreement pursuant to Soil Conservation and Rivers Control Amendment Act 1959 -11.6.1979 at 1.47 pm

126572.1 Memorandum of Variation of the terms of the within lease - 31.1.1986 at 2.00 pm

179721.1 Variation of the within lease renewing the term for a further 33 years commencing on 1.7.1990 and increasing the annual rental to \$1,200.00 and the rental value to \$80,000.00 - 27.9.1990 at 10.40 am

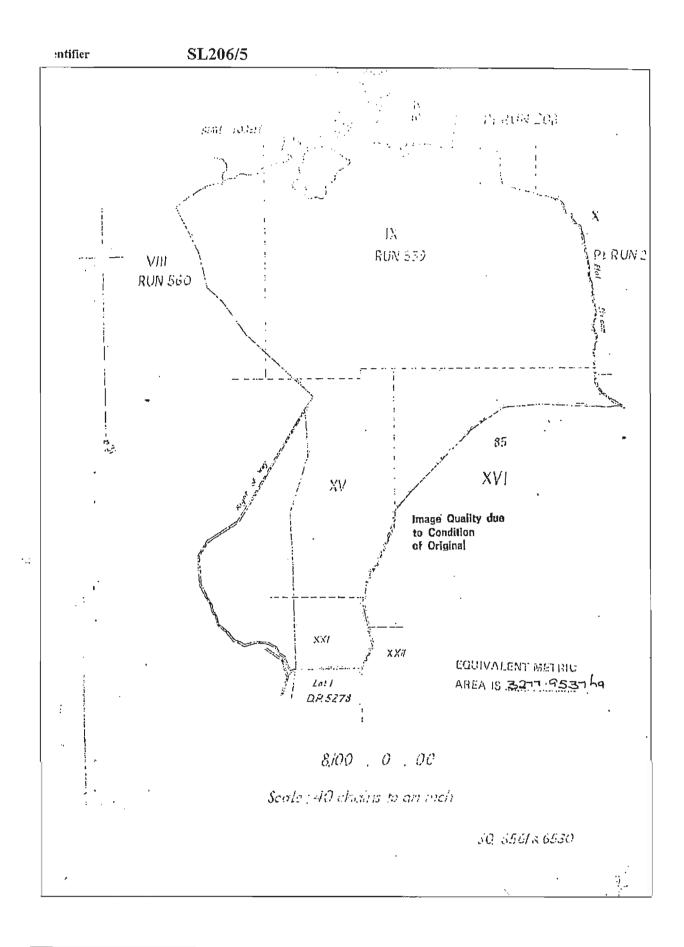
215824.3 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Bradley & Whiting Farming Company Limited commencing on 8.9.1993 and expiring on 30.9.2030 - 20.12.1993 at 11.00 am

252297.8 Mortgage to Bank of New Zealand - 26.8.1997 at 10.30 am

Transaction Id

Search Copy Dated 13/11/01 11:56 am, Page 1 of 2 Register Only

Client Reference 6nlitr02 076yd Ardross





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

# of Land

#### Historical Search Copy

Identifier

SL206/5

Land Registration District Southland

Date Registered

05 March 1959 12:00 am

Type

Lease under s82 Land Act 1948

Area

3277.9537 hectares more or less

Term

33 years commencing on the 1st day of July 1957 and renewed for a further 33

years commencing 1.7.1990

Legal Description Run 559

**Original Proprietors** 

Struan William Minty

#### **Interests**

Appurtenant hereto is a right of way over part Run 560

16268 047326.1 Land Improvement Agreement pursuant to Soil Conservation and Rivers Control Amendment Act 1959 -11.6.1979 at 1.47 pm

√126572.1 Memorandum of Variation of the terms of the within lease - 31.1.1986 at 2.00 pm

179721.1 Variation of the within lease renewing the term for a further 33 years commencing on 1.7.1990 and increasing the annual rental to \$1,200.00 and the rental value to \$80,000.00 - 27.9.1990 at 10.40 am

2.73 215824.3 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Bradley & Whiting Farming Company Limited commencing on 8.9.1993 and expiring on 30.9.2030 - 20.12.1993 at 11.00 am

252297.8 Mortgage to Bank of New Zealand - 26.8.1997 at 10.30 am

Transaction Id

467348

Historical Search Copy Dated 29/08/01 2:37 pm, Page 1 of 1

of Beel Louis Sales.

Image Quality due to Condition of Original

The Daily (1996) ere on 108 MAJIGATY FAIR BANK (Albert 197

together with

Run 557 Ha. rak.

206 5

on the come is those to the desire the control of t

the control of the second to the control of the description of the control of the mathematic description of country of the standard of the order of the standard Section of the sectio ly a tepade of

The needed of social come to become to be impossible up and otherwise to the control of the cont

and the day of days of

ANT the Bollet Arts to the section while the Economic Milleria, that he was to

- the LATING the Book call they are groundly true the challenge of the course of the course of the course of the latter of the course of the cou
  - to THAT the large will william the graph of the instance that has true to be a finite or the carried the large of the carried that has been a finite or the carried that the carried that has been a finite or the carried that has been a finite or the carried that the carried that has been a finite or the carried that the car
- A Thild the forms with his over the end back troop in the last conservable information in the property of the last conservation in the property of the Conservation of the Conservation in the property of the Conservation in the conservation in the property of the Conservation in threed autient the prictical agreement of the Louis Service of Branch of the code and any agreement of
  - 4. That the Laws will also fine fine the set one. Thinky and is a best offer more and in give the other hyper the ending and the set one of great ends at
- S. TIME the Long will that there are true of the room to the subforces of the Court bosons of the La La Co. 人名 医阿尔斯氏病 THE Consideration of the Consi
- 🔭 d. THAT the Large will be y die aid, and the Anni all among nation and what event and provide property to the Color World ( ) and World ( ) are Anni ( ) as
- To THAT the Lease will even and their time, and their deep was also sale to death, deby as an instruction of the first only that the first on which which will stay be continued by the Commission also the remainstance of the commission of the first of the commission of the first the ever dretty stands.
- A THAT the Lines will as all thins doing the pass can replace and makinds and 5 op to seed authorized by the count, and could be all the common of the country of the following the passing of the following the passing the Bobble beings which are into a country and the large passing the Bobble beings which are into a country of the large passing the Bobble beings which are into a country of the large passing the Bobble beings which are into a country of the large passing the Bobble being the large passing the lar
- S. TRAT SK. Lower will become a highly of hogger to the force in this best of the design between the contract to the force and the tenth of the contract to the force and the tenth of the contract to the force and the second of the force and the contract to the contract
- 10. TIS IT the Lover and and change best the force of the fire of the state of the first of the second force of the first of the first
- Monthed that the number of the Charmaches of the
- the first text section the times of the section of the section of the section of the first text of the section of the section of the first text of the section of the section of the first text of the section of the se and combines as the Construction of they deep a energy
- 12. THAT offices will real instability are set of fermal date. The configuration is a factor of the configuration Inthose of grain that his har with a
  - Provided Baltonia observació majóny i na dargordan, os el fóre as frideribados a una processor de labado de la labado de labado. Esta como de labado de laba
  - and security to a second section of

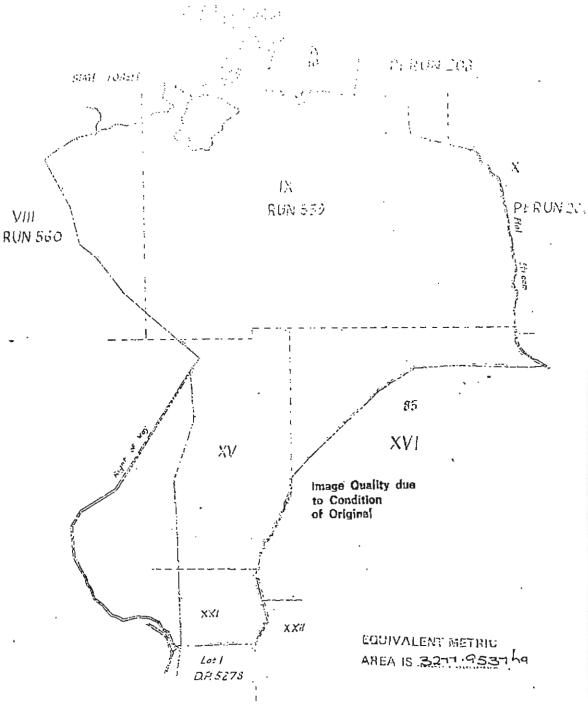
AND It is bookly agreed and discharge for the manufaction of the Technique

- 19 THAT BURGER SEA, have been a second for amount of a combine
- PATRICK CONTRACTOR STATES After Actions v. :

## RELEASED UNDER THE OFFICIAL INFORMATION ACT

· · · · ·	•	the first of the second of the	
	• .		
1.	• • •		
***	•		
and the second of the second o	• • • • • • • • • • • • • • • • • • • •		
The first of the second of the	Programme of the grammer of the gram	end of the same best to expense.	والمراب المراب المراب المراب المراب
The first seed from the control of t		ي اين ديمو د ايان الله موانية المؤاج الدارات المعتبي المعادل الدارات المعادل المعادل المعادل المعادل المعادل ا والدارات الدارات المعادل المعا	and the majors of the following states of the states of th
programs of the first section of the	The second secon	化氯化二氯磺二酚 化多二甲酚甲磺二甲酚二	ante parl su graco din tengo garco con dina per to ho ho e consido
Brokinsk store register for an object of the control of the formation of the store	. The constant of the first property of $(x,y)$ and $(x,y)$	t=0.015-37.1 . The typic is tropositive two $4.6-3.1$ in the constant	s near age of the
THE STATE OF THE S			در ده و در بغیرز را د سمار
Parties county	Burnsense so the Charles and Found Pene	that are the true has sety.	· · · · · · · · · · · · · · · · · · ·
		المهر المستعمرة	
H MINIST whose fits Canadisticate of Casso ( ).	Delta the light District of Touth's of the country of	garan di balah di tar beren.	hash hammado en
		and the second second	
Signal by the sold Commissioner, on belant of the present of s	Ger Lestre, tr		
Transace	<u> </u>		- mr
Googetion:	£ / "	Commission	k Czerra Lande.
48ims :		-	
	<del></del>	•	`-
Signed by the oblive or and is Leiser, in the fo	instance of —		
Witness:	······································		Lane
Occupation :	{		
distant:	· · · · · · · · · · · · · · · · · · ·		
A CONTRACTOR OF THE PARTY OF TH			
44 (3-6 -6))			
of the other  (f) That the Lineause shall be derived about some time and the derived to the shall be derived to the shall be destined to the shall be departured the research to a middle to a which to a which the time to the shall be time to want when the time to the shall be time.	(5 Cak )	emined Delie ibely and 55 leals (bulber of a form of lead to the by Letting In the leagunders of the Storm in the leastly as the parties of all the leastly of an legitie interession.	ఆట్ట్ ముడుతూ ఉద్ తన్ కి పై ప్రభ్యేక్షాన్ చేసితో . తెర్యాన్నా కోమాచ్ కోమెచ్ చేయాన్నాలు చేవా . మామికీ ప్రభావామ

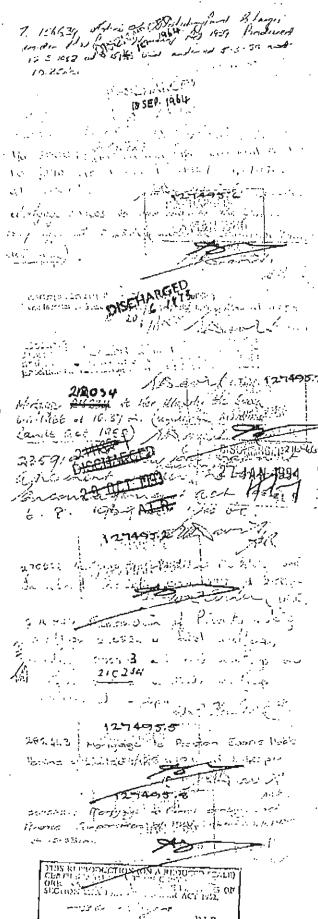
VIII



8,00 , 0 , 00

Scale : 40 chains to an meh

30, 356/4 6530



127495.9

037994.1 Mortgage to Rural Banking and Finance Corporation of New Zealand 16.8.1978 at 13.070.m.

A.L.R.

127475-10

037994.2 Mortgage to hural Banking and Finance Corporation of New Zealand 10.8.1978 at 12.08 p.m.

A.L.R.

039230.1 Mor gare to Her Majesty the Queen under the Marginal Lands Act 1950 21.9.1978 at 10.22 a.m.

A.L.R.

O47326.1 Land Improvement Agreement under the Soil Conservation and Rivers Control Amendment Act 1959

127495-12

054485.1 Mortgage to Rural Banking and Finance Corporation of New Zealand 1.2.1980 at 10.04

054485.2 Variation of Mortgage 270826 1.2.1980 at 10.05 a.m. (with consent of Mortgagee under mortgages 200402 212033, 0392301)

05/485.7 Variation of Mortgage 270824 1.2.4980 at 10.04 a.m. (with consent of montgagee under mortgages 200/402, 212033, 230230

A.L.R.

081469.1 Variation of Mortgage 037994.1 8.4.1982 at 9.34 a.m.

081469.2 Variation of Mortgage 054485.1 8.4.1982 at 9.34 a.m.

089625.1 Mortgage to Rural Banking and Finance Corporation of New Zealand 25.11.1982 at 2.52 p.m.

OVER

A.L.R.

206/5

0,,056.1 Variation of Mortgage 054485.1 26.1.1983 at 10.36 am

114104.1 Transfer of a one half share to Alma of Ohai Married Woman Olive Fraser / 14.12.1984 at 2.34 p.m.

A.L.R.

119864.1 Evidence of the change of name of the mortgagee in mortgage 282443 to Prestons Solicitors Nominee Company Limited - 26.6.1985 at 2.47 p.m.

A.L.R.

126572.1 Memorandum of Variation of the terms of the within Lease - 31.1.1986 at 2.00 p.m.

A.L.R.

Pursuant to Section 4 of the Rural Banking and Finance Corporation Amendment Act 1982 mortgages 200403, 212034 and 093230.1 were vested in the Rural Banking and Finance Corporation of New Zealand 3.3.1986 at 2.25 p.m.

A.L.R.

127495.14 Transfer to Beadley & Whiting Farming Company Limited at Ashburton

-- 3.3.1986 at 2.25 p.m.

127495.15 Mortgage to Alah Arakie Fraser 3.3 71986 at and Alma Olive (Frasgr) -

2.25 p.m.

DISCHARGED 127495.16 Morrgage to Truster - 3.3.1986 at 2.28 b AUG 1987 ( A. Ir. R.

DISCHARG 143733.2 Mortgage to Writ ightson NMA Limited

- 21.8.1987 at 10.04 a.m.

A.L.R.

152929.1 Transfer of mortgage 143733.2 to Wrightson Farmers Finance Limited at Wellington - 1.7.1988 at 11.35 a.m.

A.L.R.

179721.1 Variation of the within Lease renewing the term for a further 33 years commencing on 1.7.1990 and increasing the annual rental of \$1,200.00 and the rental value of \$80,000.00 - 27.9.1990 at 10.40 a.m.

MECHANICEL 187039.5 Mortgage 187039.5 Mortgage to The Rural Ba Limited - 30.5.499 PEG1993.45 a.m. Rural Bank

D.L.R.

187039.6 MUSCHARGED Brightlingsea Dock and Wharfage Company, Limited - 30.5.1991 at 010545

215824.3 Transfer granting Forestry Rights pursuant to the Forestry Rights Registration Act 1983 over part of the land herein to George Stanley Brown commencing on 8.9.1993 and expiring on 30.9.2030 - 20.12.1993 at 11.00 a.m.

215824.4 Transfer to Struan William Winty of Beaumont Station farmer and Nigel George Alexander Minty of Orawia farmer as tenants in common in equal shares - 20.12.1993 at 11.00 a.m.

215824.6 Mortgage to Wrightson Farmers ited - 20.12.1993 at 11.00 Finance Lim

The above memorial of discharge of Forestry Encouragement Agreement 235919 has not been endorsed on the outstanding copy of Forestry Encouragement Agreement 235919 production of same having been dispensed with - 27-1/191/2 of 9-204.

#### RELEASED UNDER THE OFFICIAL INFORMATION ACT

206/5.

٠,:

217298.1 Transfer of Foresty Rights Agreement 215824.3 to Bradley & Whiting Farming Company Limited - 17.2.1994 at 10.50 a.m.

A.L.R.

252297.8 Mortgage to Bank of New Zealand - 26.8.1997 at 10.30

for DLR

270058.1 Transfer of the ½ share of Nigel George Alexander Minty to Struan William Minty - 8.12.1999 at 2.35

hyllho For RGL

. RELEASED UNDER THE OFFICIAL INFORMATION ACT

of the most gages in mortgans 282443 to
Prestons Solictors Momings Company Limited
20.6.1985 at 2.47 p.m.

٠.:

#### RELEASED UNDER THE OFFICIAL INFORMATION ACT

#### John S. Kirk

From:

loladmin@linz.govt.nz

Sent:

Wednesday, 29 August 2001 14:52

To:

*(*. \*\*

٠.:

john.kirk@opus.co.nz

Subject:

ARDROSS



Image for Titles ~ SL206-5 - H,..

The following images are delivered to you: Image for Titles - SL206-5 - Historic Title



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



#### Search Copy

Identifier

SL7A/616

Land Registration District Southland

Date Registered

11 May 1984 02:26 pm

Prior References SL206/6

Туре Area

Lease under s83 Land Act 1948

3300.0000 hectares more or less

Term

33 years commencing on the 1st day of July

1957 and renewed for a further 33 years commencing on 1.7.1990

Legal Description Run 656

**Proprietors** 

Struan William Minty

#### Interests

051308.1 Land Improvement Agreement pursuant to the Soil Conservation and Rivers Control Amendment Act 1959 -8.10.1979 at 1.40 pm

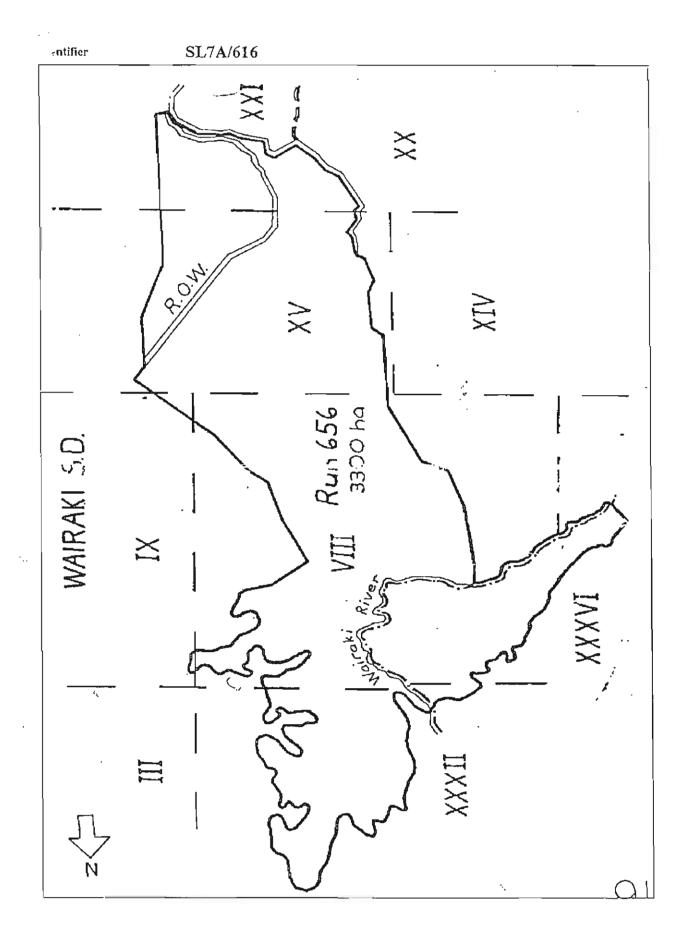
225287.1 Variation of the within lease renewing the term for a further 33 years commencing on 1.7.1990 and increasing the annual rental of \$2,212.50 and the rental value of \$147,500.00 - 20.10.1994 at 11.00 am

252297.7 Mortgage to Bank of New Zealand - 26.8.1997 at 10.30 am

Transaction Id

Search Copy Dated 9/10/01 11:46 cm, Page 1 of 2 Register Only

Client Reference 6nlitr.02 076yd Ardross





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



#### Historical Search Copy

Identifier

SL7A/616

Land Registration District Southland

Date Registered

11 May 1984 02:26 pm

#### Prior References SL206/6

Type

Lease under s83 Land Act 1948

Area

\_ 3300.0000 hectares more or less

Term

33 years commencing on the 1st day of July 1957 and renewed for a further 33 years commencing on 1.7.1990

Legal Description Run 656 **Original Proprietors** Struan William Minty

#### Interests

051308.1 Land Improvement Agreement pursuant to the Soil Conservation and Rivers Control Amendment Act 1959 -8.10.1979 at 1.40 pm

225287.1 Variation of the within lease renewing the term for a further 33 years commencing on 1.7.1990 and increasing the annual rental of \$2,212.50 and the rental value of \$147,500.00 - 20.10.1994 at 11.00 am

252297.7 Mortgage to Bank of New Zealand - 26.8.1997 at 10.30 am

Transaction Id 580577 Client Reserence

Historical Search Copy Dated 9/10/01 11:53 am, Page 1 of 1

6NLITR.02/076YD

าง - ประกัสสาร์สสาร์สสา

d Registror.

Pastoral Lease of Pastoral Land under the Land Act,

No. 2.27

This : Beed, mule the Piret U. 118 : Liceo, made the First may in motion between HIS MAJESTY THE KING (who, with his being and successors, is hereinafter referred to as "the between HIS MAJESTY THE KING (who, with his being and successors, is hereinafter referred to as "the

to Condition

·· of Original

day of March

LAND

3012 · 412

Asstract No. 493

à DEY S

Charts 5-1448 1969

one thousand nine humbrel and

. . . •

, one thousand nine hundred and the serven

after referred to as "the Lewer"), of the one part, and LEGS FILTER RESS,
of Reasonst Station, in the Dominion of New Zealand,
Shoopfarmer (who, with his executors, administrators, and permitted assigns,
is hereinafter referred to as "the Lewer"), of the other part, WITNESSTII
that, in consideration of the next hereinafter newroot, and of the reversults,
conditions, and agreements herein contained or implied and on the part of the
Lewer to be paid, observed, and performed, the Lewer doth hereby demise and
leave onto the Lewer ALL that piece or parred of Lud containing by
admeasurement Testre thousand one hundred (12,100)

acres
roods and
situated in the Land District of Southland

situated in the Land District of Southland

The Sto Conserve Per Sec. 24, and Dec. 2012, and 1873, and 1879.

Rhm 560 (formerly Pt. Sec. 2L and Pt. Runs 1673 and 1673) Tairel Survey Matrick and Takiting Survey Cistric:

(hereinafter referred to as "the still light"), he the same is more particularly delineated in the plan denterral herein and therein coloured red in outline; together with the rights, easements, and oppurtonances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the lesses for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and "My seven together with the period between the date of this lease and the aforesaid first day of July 1957

Yielding and paying therefor during the said term unto the Department of Lands and Burvey at the Principal Land Office for the said Land District of Southland the clear annual rent of One hundred and fifteen pounds (f 115.0.0 ) payable without demand by equal half-verriv payments in advance on the list day of Jannary and the lat day of July in each and every year during the said term. And also paying in respect of the improvements specified in the cobribate hearts of the sum of

And also paying hereto the sum of

by a deposit of ) (the receipt of which sum is hereby acknowledged) and thereafter ) half-yearly instalments of pounds shillings the lat day of January and pence (£

HAT the Lower will fully and panetually pay the true hereinbefore reserved at the times and in the manner benimbefore named in that behalf; and also will pay and discharge all rafes, taken taken confidence that now are or hereafter may be assessed, besied, or payable in respect of the said Lord or any part or parts thereof during the said term.

Latir of July in each year in

- 2. THAT the Lower will within one year after the date of this been take up his residence on the said bard, and thereafter throughout the term of the lease will proble continuously on the said bard.
- I THAT the Lower will hold and use the said land four full for his own use and brackt and will not transfer, action, saider, meritage, charge, or part with procession of the said land or any part pred without the previous approval of the Land Scittement Board: Provided that such approval will not be necessary in the case of a mentage to the Grown or to a Department of State.
  - 6. TRAT the Loure will at all times farm the mid land diligratly and in a hubbadahe meaner seconding to the rates of good hubbanday and will not in any way commit warte.
- A THAT the Lesses will throughout the term of his lease to the utilisation of the Commissioner of Crown Lawis for the Lawi District of Courthland stonet") cut and trim all live fenore and hedges, clear and keep clear the said land of all nations weeds, and will comply strivily with the provisions of the Nuzious World Act, 1921.
  - & THAT the Louis will keep the mid land free from wild animala, rathits, and other vermin, and presently roughly with the previsions of the Babbit Navance Act, 1972.
- 7. THAT the Leave will clear and clear from words and he-p open all creeks, drains, discher, and a stressures upon the soft land, including any drains or disches which may be constructed by the missioner after the commencement of the term of the leam; and will not at any time without the prior rememb of the Commissioner after the channel of any such creek or watercourse or stop or direct
- 8. THAT the Lower will at all times during the said term repair and maintain and herp in good substantial repair, order, and condition all improvements belonging to the Crown (including those sided in the Schedule hereto which are being parchased by the Lower) now or bereafter exerted on the said, land, and will not, without the prior written connect of the Commissioner, pull down or we them or any part of them.
- 8. TEAT the Leves will invers all buildings belonging to the Craws (including them specified in the Nebelule berets which are being purchased by the Leves) new or betreater errected on the unit bad to their full inversable value in the name of the Commissioner in some inversace office approved by the Commissioner and will pay all prominess follow due under overy such inversace, policy and deposit with the Commissioner every such policy and, not letter than the forescent of the day on which say such promium becomes payable, the receipt for that promium.
- 10. THAT the Lesses will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on each terms and conditions finelading the payment of repulsy) as the Commissioner thinks fit, fell, will no resource any timber, tree, or both graving, standing, or lying on the said land, and that he will throughout the term of the lesse prevent the destruction

Fromided that the consent of the Commissioner as aforested that not be provided that the consent of the Commissioner as aforested the consent of the Commissioner and the consent of the Commissioner as aforested the consent of the Commissioner as aforested the consent of the Commissioner as a consent of the Commissioner as a consent of the Commissioner an the said land not where the timber or tree has been planted by the Lessee.

- 11. THAT the Laure shall not, except for the periode of complying with any of the provisions of the Namella Tuenck Act, 1915, born any tassock, acreb, form of press on the mid-land, any permit any tock, screb, form, or grass on the mid-land to be beyond, unless in wither case he shall have obtained the prior consent in writing of the Commissioner, which comment may be given subject to such terms and conditions as the Commissioner may deem necessary.
- 13. THAT officers and employees of the Department of Internal Main shall as all times have a right of, ingrees, egreat, and regress over the land comprised in this lates for the purpose of determining whether such land or say adjoining land is inferred with deer, wild great, wild pigs, opossome, or other salmals 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 affects and employees in the performance of the said duties thall at all times avoid under disturbance of the Lesses's stork.

13. That the lesses shall exercise due care in stocking the said land and shall not overstock.

AND it is bereby agreed and declared by and between the Losser and the Losses ;-

(a) THAT the Losson shall have the anchoire right of pasterings over the said land, but shall have no right to the soil.

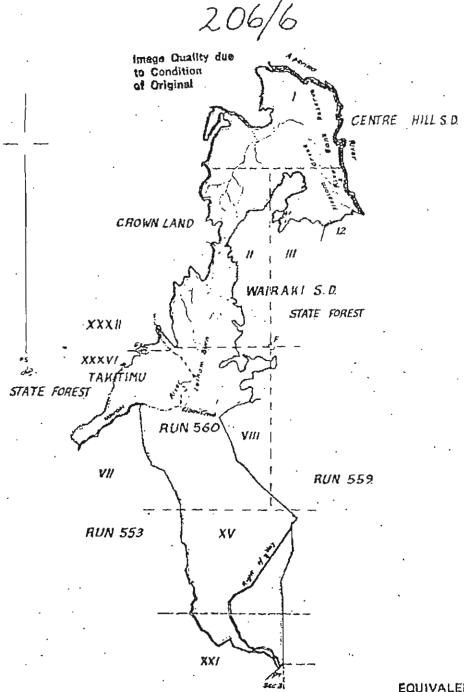
(4) THAT the Leave shall have no right, title, or claim whatevers to any minerals (within the meaning of the Land Act, 1944) on or moder the rurkes of the soil of the mid land, and all such minerals are mented to file Rejects together with a five right of way erre the mid land in Laveur of the Commissioner or of any person authorized by him and of all persons lawfully sugged in the working, extraction, or removal of any mineral on or under the surface of the mid land or any adjacent land of the Crown, subject to the payment to the Leave of compensation for all damage done to improvements on the said land belonging to the Leave in the working, extraction, or removal of any seck minerals:

Previded that there shall be no right of way ever, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop at said as dimend within 30 yards of a yard, garden, orchard, viceyard, nursery, or plantation, or within 100 yards of any building:

Provided also that the Lesson may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, was any such minerals for any agricultural, posterul, household, readmaking, or building purpose on the said land, but not otherwise.

(c) TRAT upon the expiration by efficient of time of the term bench granted and themselve at the expiration of each encoveding term to be greated to the Lemm the outgoing Le right to obtain, in accordance with the provisions of writing 69 [3] of the Land Art, [346], a new lease of the land hereby learned as a rest to be determined in the canner presented by Part VIII.

If the said Act for a term of thirty-three years computed from the expansion of the term bereby granted and subject to the same correlates and provisions as this lease, including this present provision for the renewal thereof and all previsions ancillary or in relation thereto.



EQUIVALENT METRIC

AREA IS 4.896.6962 ho.

Scale: I mile to an inch.

12,100.0.00

Reference Plans 5.0.6530 & 6562

de

# RELEASED UNDER THE OFFICIAL INFORMATION ACT

ř .	•	/		
۱٦ ١١٠	. To see which made the right of adopting the few elegals of the arel land	$\sim 206/6$	6 ·	•
	r leave any, with the procession within of the Commissioner in		r l'ouminioner may dem overnary.	
	Cultivate any portion of the well land for the purpose of growing wi-		•	
		•		
	Crop such area of the soil families is sufferent for the use of himself	and rample and an amberland;		
	is Plough and now in grass any portion of the said land;			
tin	s) their any portion of the said book by follong and hursdag bank or se	rab and mor the lead on chemi is a	phone;	
(×)	) Serfer wire in gram any portion of the said lazel:		•	
(*)क्कांक्री (केन कार्	led that the beaut shall, no the termination of the lease, were the who induction of the Commissioner,	h of the area that has been plunghe	d or cultivated property hald down in good perman	nest clorers and graves to
, if THAT is	- bone along assaire diseases in standing the said lovel and about me	weeders : and for the property of	the desired is in body margin desired and	
بسلمه خ	<del></del>		the half sale-sale the prior	the Commissioner, atour
	HAS DETUM	, ,	throp and of the and to helf for breeding owner.	•
esjete Sey, a makes	the Lower shall have New Zealind or abundon the said land or if he do if the first or the satisfaction of the Land Bettiment Board or the realist grammate side in the Lower, then the Land Settlement Shard it discharging or releasing the Lower from fidability for rent due or are	Commissioner, as the raw may be, may, subject to the provisions of se- raing due or for any prior breach o	or make default for not less than two menths in o whom 116 of the Land Jer, 1214, declare this le- of any recomman or condition of the lease.	the payment of rent, water on to be forfest, and that
	om promis are interded to take effect as a gastered leam ander the l Budden and are selected with parties haveted in the same wa			requirer applicable to such
	the second secon	COMPANY		
	IMPROVEMENTS BELONGING TO THE	CROWN AND BEING PURCHA	SED BY THE LEWISE	
		• .		
				•
· mitnece				
	whereof the Communicationer of Crown Lands for the Land Di- tresents have also been executed by the said Lesses.	itmit of Southerno	on behalf of the Lessor,	both berrunto act his
-1, tone p				
		•		•
	y the said Commissioner, on behalf of the Lessor, in			• .
աստ բ	Steinter uf-			
	Bitness:			
			Commissioner o	f Crown Lands.
* .	(kenpilium:		•	
	Address:			•
•	,			
Bigned by	y the above named as Lessee, in the presence of-			•
:	With a second			
· . '	Wilness:			Leure.
٠ ر	Occupation :	•		
•		• •		
i A de la companyone de la c	1) Subject to a right-of-lar own-part coloured ye	law se show as also pare	med heretaid	
(1	1) Subject to a right-of-jou over-part coloured ye	A SECTION OF THE PROPERTY OF SECTION	estate quality	
(e)	That the leaves shall be deemed not to have falled	l to use due care in stock	des, or to here overstocked so los:	as the number
• • •	of stock depostured on the said land, while it is	being farmed, does not ex	areed 25th sheep and 110 hours (below	an incresse of ten per-
	cent on the assessed carrying capacity of the land			
	to deposture therein any greater number abould he			
÷	subject to revocation or ameriment by the Couniest variation consented to by the Couniestoner shall a			,
•	In witness whereof the Tormissioner of Crown Land		•	
	his hand, and there presents have also been execu-		Solution, or beautiful the best	, man bereunto set
			•	
	SIGED by the Commissioner, on behalf of the Least presente of:	er, th me		·.
•	1 N Bis	<b> .</b>	Silver.	
	1 . Allie bleck	}	Cominatoner of Crown Lan-	ža.
	Compation: Land Office , bleck	₹	•	
	Address Inversagell	• ,	•	•
	There he she shows and as forces in the previous	- 00 - 1		• •
	SIMED by the abovenmed as Levice, in the present	······································	17/14	
	Mittens: Theren	<b>S</b> -	· g. W. Trase	٠ .
	Occupation: change	}	Losneo	
	Aldress: Fernan alman Des	· · · · · · · · · · · · · · · · · · ·		
	0	, , .		•
	au canal	? .		
•	· · · · · · · · · · · · · · · · · · ·			•
	•	·		
	•	·	• •	•
		•		•
	·	1-	•	
	·		•	
•	•			•
•				· · · ·

of the prison of sid love fines to Hiter land of Chair otherwa Inch of Working 27-1-1460 0 0 2 150% Tedoficate by the Commissioner of bown Lands recording the annual rental to £230. 18-5-1965 at Surver 2.40 %c. No. 205172 Variation of terms 18-5-1465 at 240 ot. Server Transfer 205173 to Beaunons Station Limited at Invercentil 18-5-1965 at 2.4000. Workgage 205174 to Helen Fraser and Milliain CHAROSTE (jointly luter se) and Jabres AVISDayn Fraser in shares 18-5-10 ftmay 2.40 oi. Martque 211306 Companie of 1 235749 Trumonission of of comore widow and willian Smoth of aperiore farmer as executors. www.ALK. 250428 Transmission & Motgage 205174 to William South do 1971 at 12-200m Variation of Mortgage 21/306 18.8.1971 at 255856 Coved by \$ Variation of Mortgage 205174 30.7.1973 at 2.15 p.m. (consent of Gaveator in Caveat 255856)

entired 15-84973

**085061.3** 003336.1 Mortgage to Rural Banking and Finance Corporation of New Zealand 29.7.1975 at 2.07p. JUL 1762 Harry Nemes den 75 at 2 Apo.m. 003336.2 Mortgag Tenry Anderson 29.70% for A.L.R. 024018.1 Transmission of Mortgage 003336.2 to Margaret Jane Anderson and John Sydney Guise as Executors 16.5.1977 at 9.11 a.m. A.L.R. 025092.1 Variation of Mortgage 003336.1 14.6.1977 at 1.47 p.m. 085061.4 029526.1 Mortgage to Rural Banking and Finance Corporation of New Zealand
1.11.1977 at 1.402 p.m.!! 1762 0660SF5 for A.L.R. 029526.4 Mortgage to Dalgety Custodian

Limited 1.11.1977 at 4.40 pim. A.L.P.

029526.5 Memorandum of Priority making mortgages 029526.4, 211306, 003336.1 and 029526.1 first, second, third and fourth mortgages respectively 1:11.1977 at 1.40 p.m.

085061.7 045684.1 Mortgage to miral Banking and Finance Corporation of New Zeal and 12.4.1979 at 2 08-00-1 A.L.R.

085061 & Care A. L. R. 045684.2 Mortgage to Rural Banking and Finance Corporation, of New Zealand 12.4.1979 at 2.09 p.m. A.L.A.

deene A.L.R.

050683.1 Variation of Mortgage 029526. 18.9.1979 at 2.09 p.m. A.L.R.

#### RELEASED UNDER THE OFFICIAL INFORMATION ACT

206/6

0, 508.1 Land Improvement Agreement under the Soil Conservation and Rivers Control Amendment Act 1959 8.10.1979 at 1.40 p.m.

059537.1 Variation of Mortgage 029526.1 10.7.1980 at 2.54 p.m.

059537.2 Variation of Mortgage 045684.1

10.7.1980 at 2.55 p.m.

A.L.R.

059537.3 Variation of Mortgage 045684.2 10.7.1980 at 2.55 p.m.

A.L.R.

073397.1 Variation of mortgage 02952601

25.8.1981 at 10.49 a.m.

PactorThe within land is now known as Sections 139, 140, 141 and 142 Block I Wairaki Survey District - 7.9.1983 at 2.13 p.m. See New Appellation 098417.1.

A.L.R.

106128.1 Surrender of the within Lease as to part of Run 560 - 11.5.1984 at 2.26 p.m.

A.L.R.

106128.2 Pastoral Lease 7A/616 issued for Run 656 - 11.5.1984 at 2.26 p.m.

106128.3 Pastoral Lease 7A/617 issued for Sections 139, 140, 141, 142 Block I Wairaki District - 11.5.1984 at 2.26 p.m.

Cancelled duplieate destroyed

227924.1 New Appellation declaring part of the within land to be now known as Section 1 SO 12055 - 25.1.1995 at 9.05 a.m.

D.L.R.

7A/6H

#### RELEASED UNDER THE OFFICIAL INFORMATION ACT

# REGISTER

Entered in the Register-book

Pait

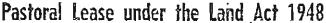
NEW ZEALAND

11 TH day of MAY

Form ef. Nol. 206 fol. 6

L. & S. Ref. No. P 91

1984, at 2.26 o'clockpm

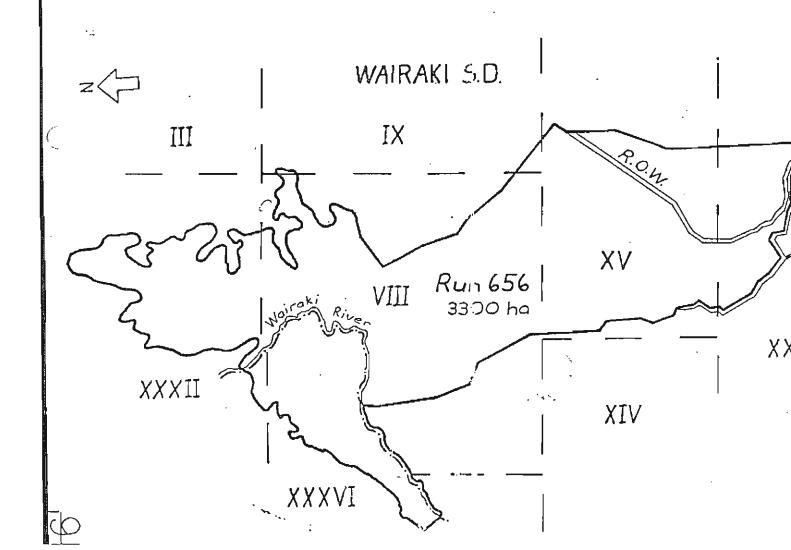


ISSUED PURSUANT TO SECTION 93 of the Land Act 1948 on the subdivision of Pastoral Lease No

This Deed, made the 3rd day of December 1981 between HER MAJESTY THE QUI (hereinafter referred to as "the Lessor") of the one part, and BEAUMONT STATION HUNTED, a duly Incorporated Company having its registered office at Invercargill

(hereinafter referred to as "the Lessee"), of the other part: WITNESSETH that, in consideration of the hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied, an "he part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto Lessee, all that parcel of land containing by estimation 3300 hectares more or less, situated in the Land District of Southland, and being Run 656, situated Blocks XXXII, XXXVF, Takitimu Survey District and Flocks II, VIII, IX, XV and XXI, Wairaki Survey District

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



Ezsements; and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby der unto the Lessee for the term of 33 years, commencing on the 1st day of July and paying therefor for the first transcot the said term unto the Department of Lands and Surve Invercargill the annual rent of \$ 330.00 payable without demand by equal yearly payments in advance on the 1st day of January and the 1st day of July in each and every year di organism miss bits of the secretarity and some and the secretarity and some and the secretarity and some and the secretarity a unived circues presidente de la la constante de la constante d 

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

RELEASED UNDER THE OFFICIAL INFORMATION ACT.

1. That without derogating from or restricting the covenants contained and implied in this lease and or part of the Lessee to be performed or complied with the Lessee will not at any time during the said term pasture on the land hereby demised more than 1995 sheep whichcommhawxhadbnoxiocholeconoxic than cattle which was a substituted by the control of th beerolingerses nor more than 85 xxxxxx PROVIDED HOWEVER that the Lessee may with the prior written consent of the Land Settlement E carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to right of the Land Settlement Board to revoke or vary such consent at any time.

2. That the Lessee will at all times farm the land hereby demised in a manner to promote soil conservation prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 194

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

THAT pursuant to the provisions of the Noxious Animals Act 1956 officers and employees of the New Zea Forest Service and other authorised persons shall at all times have a right of ingress, egress, and regress over land comprised in this lease for the purpose of determining whether such land or any adjoining land is that with deer, wild goats, wild pigs, opossums, or other animals which the said Service is charged with the duty of terminating or controlling, or for the purpose of descroying any such animals: Provided that such offi employees, and other authorised persons in the performance of the said duties shall at all times avoid in disturbance of the Lessee's stock.

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pas land under Section 66 of the Land Act 1948, and the provisions of the said Act and of the regulations made the under applicable to such leases shall be binding in all respects upon the parties hereto in the same manner such provisions had been fully set out herein.

Schedule of Improvements Belonging to the Crown

N:.l

In witness whereof the Commissioner of Crown Lands for the said Land District, on behalf of the Lessor, has hereunthis hand, and these presents have also been signed by the said Lessee.

Signed 1 presen	by the sai	d Comnii	ssioner	on behalf of t	he Lessor, in the	: ]
Witness		Den				1
				4		- }
Occupat	ion: de	ert, E	4/1/1	ment of con	DI, Surey	ĺ
	Ins	en su	111	,		j
Address:	الما ومت	9 977				
THE (	COMMON	SEAL	of	BEAUMONT	STATION	•

BEAUMONT STATION

was hereunto affixed Signal by the above a mare hards in the presence of-

LIMITED

nmissioner of Crown Lands.



∪51308.1 Land Improvement Agreement under the Soil Conservation and Rivers Control. Amendment Act 1959 - 8.10.1979 at 1.40 p.m. 171386.1 Transfer of the one half share of Lynette Ray Minty, Thomas McNeil Pryde and John Gordon Minty (Jnr) to Struan William Minty abovenamed - 12.2.1990 at 11.06 a.m

A.L.R.

108283.1 Transfer to Struan William Minty of Beaumont Station farmer (as to an undivided onehalf share) and Lynette Rae Minty of Beaumont Station married woman, Thomas McNeil: Pryde of Invercargill solicitor and John Gordon Minty (Jnr) of Mossburn farmer (as to an undivided one-half share) (jointly inter se) as tenants in common in the said shares - 11.7.1984 at 2.50 p.m.

DISCHARGED

202440.1 Mortgage to Wrightson Farmers Fin Abbell Imited - 5.10.1 at 10.46 a.m. for DLR

225287.1 Variation of the within

110852.1 NOFTGARGED
Limited - 07.8 hoo A.L.R. renewing the term for a further in the proposed and a Bayley Nomines years commencing on 1.7.1990 and A.L.R. renewing the term for a further 3 at/2.18 p.m. increasing the annual rental of \$2,212.50 and the rental value of \$147,500.00 - 20.10.1994 at 11.00

110953.1 Mortgagerto Rycalla Finance Corporation of New 19.9.1984 at 2.31 p.m.9

A.L.R.

115471.2 Variation of Mortgage 110953.1 - 14.2.1985 at 2.28 p.m.

to Rural Banking

120276.2 DISCHARGES and Finance Componetion of New Zealand. - 8.7.1985 at 1) if pen

Zealand - 26.8.1997 at 10.30

120276.3 Memorandum of Priority making mortgages 120276.2 and 110953.1 first and second mortgages respectively - 8.7.1985 at 2.16 p.m.

130287.2 Variation of mortgage 110953.1 - 9.6.1986 at 2.11 p.m.

142071.1 Mortgage to Rural Banking and Finance Corporation of New Zealand - 1.7.1987 at 1.48 p.m. 25 Alignment

182820.1 Change of Name of the

142071.1 to The Rural Bank Limits 21.12.1990 at 11.29 a.m.

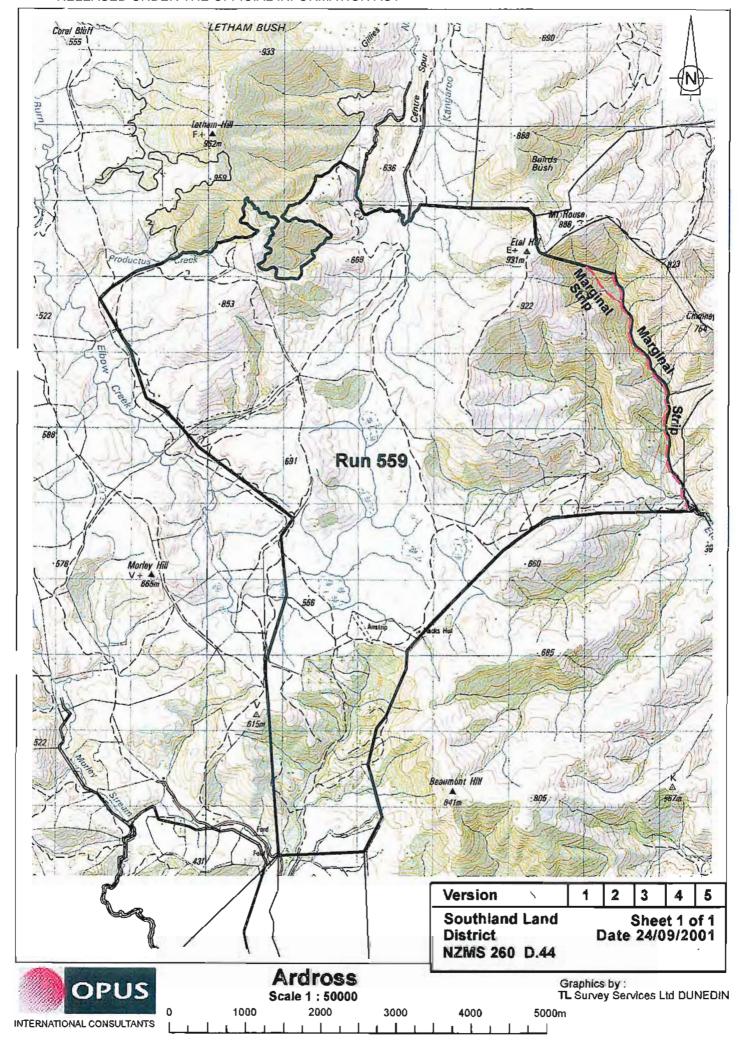
252297.7 Mortgage to Bank of New

mortgagee in Mortgages 120272.2 a

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Ardross (Southland) Report on Due Diligence – Activity 2.6

Suredule D - Status Plan



RELEASED LINDER THE OFFICIAL INFORMATION ACT

# LAND STATUS REPORT

1.2 November 2001

Grant Webley Crown Property Management Land Information New Zealand Private Bag 4721 Christchurch

Dear Grant

# Land Status Report - Ardross





CON/50214/09/12653/A

Attached for the consideration of the Commissioner of Crown Lands or delegate is a copy of the status report required in terms of Crown Pastoral Land standard 6 section 3 [project plan 1 of 5 activity 3.3].

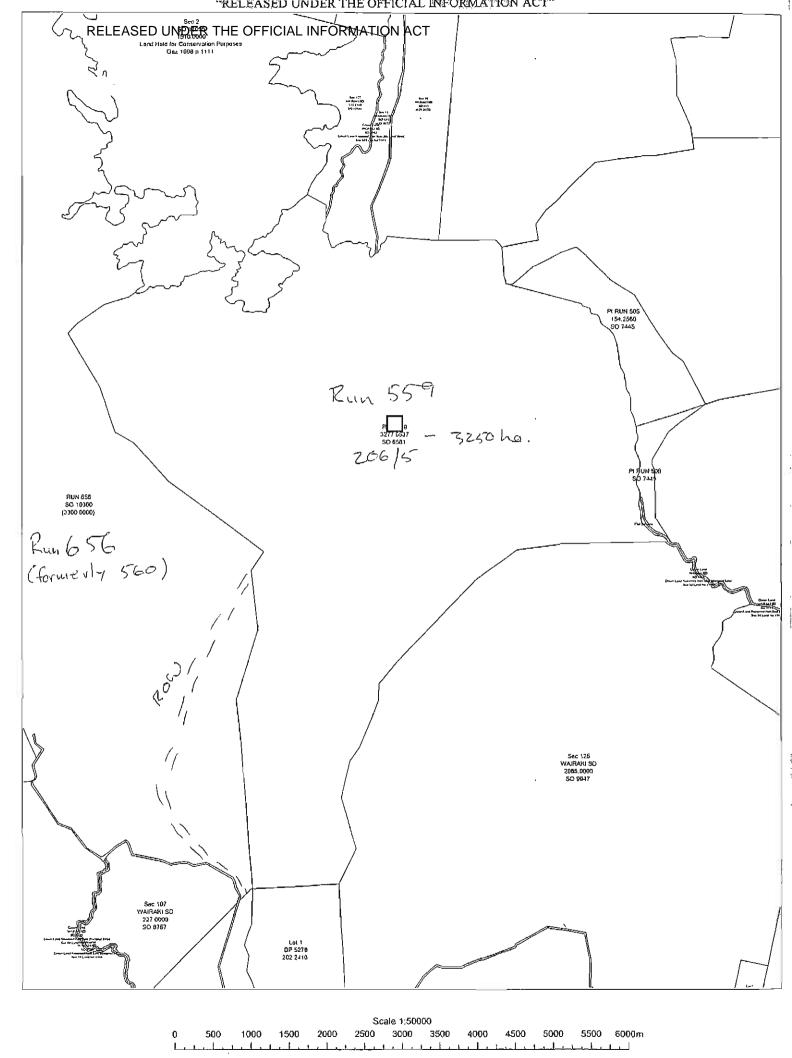
We have also enclosed as requested all supporting documents and plans relating to this land status report.

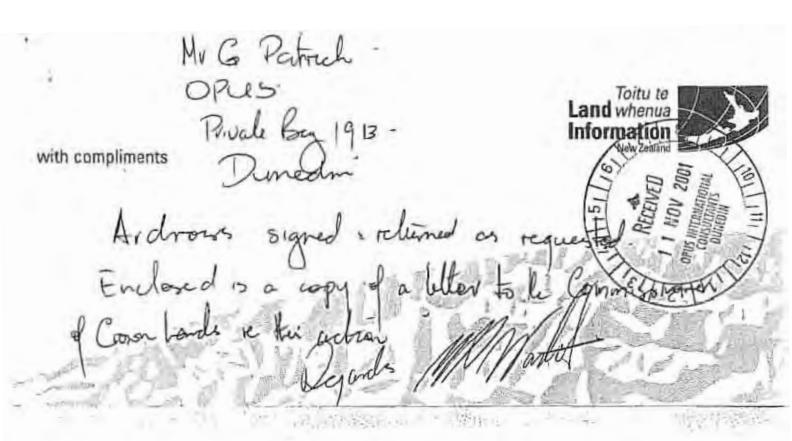
Please note I have also enclosed for your information a memo from the Chief Surveyor to the Commissioner of Crown Lands, which was provided with the report.

Dave Payton

Tenure Review Contract Manager

Log : 4329





# Internal Memo



To:

Dave Gullen

Commissioner of Crown Lands

cc:

Prom:

Max Warburton

REGIONAL REGULATORY-SURVEY

Date:

9 November 2001

File Ref

SAS 03-04-00 Vol 17

Subject

TENURE REVIEWS. ARDROSS, Ps 28,

**RUN 559** 

Dunedin Regional Office Jehn Wickliffe House Princes St Private Bay 1820 Dunedin New Zealand Tel 84-3-477 0050 Fax 64-3-477 3547 Internal

tailwww.liaz.govi.az

Purpose

To raise issues pertinent to the tenure review process.

Background

Garry Patrick an accredited agent with OPUS has produced a status check for Ardross in terms of the specifications for LINZ Contract No. 50269. He has identified a number of conflicts in LINZ records.

1. SO 11909 SL is a redefinition of Run 559. This plan reduces the area of the area of the Run from 3277.9537ha to 3250.0ha.

The existence of this plan and the amended area warrants an action in terms of Sec 113 (1) (b) of the Land Act 1948.

2. Run 559 is served by a ROW over the adjoining Run 560:

The existence of this ROW is recorded on SO 6530 SL, the historical title over Run 560 (Reg Vol SL 206/6) and the current title for Run 559. (SL 206/5).

Run 560 was subdivided by SO 10390 SL and approved on 1 July 1983. The portion of the original Run over which the ROW runs is now Run 656. SL 7A/616 was issued for this parcel in 1984 and while the title diagram depicts the ROW as does SO 10390 SL an appropriate memorial has not been recorded on the title.

It is possible this omission was intentional but it appears unlikely.

If the ROW ceases to exist the Registrar should be informed that the title diagram is in error.

Alternatively the Registrar should be requested to bring down the ROW onto SL 7A/616.

 The Lease of Run 559 (SL 206/5) was renewed on 1 July 1990 for a further 33 years.

The Conservation Law Reform Act 1990 came into effect on the 10 April 1990. As a consequence Run 559 has been subject to Pt IVA of the Act since 1 July 1990 but there is no memorial on the lease which records that fact.

I have discussed this issue with the Registrar who agrees that there is an omission and the appropriate amendment will be made.

4 The status check for Twin Peaks, Run 201G, P 204, OT 386/94 was presented by David Abercrombie recently. This is another situation where Pt IVA etc has been omitted from the title (see attached copy of a letter to the Registrar.)

In this case Mr van Bolderen has agreed to undertake the amendment without further notification.

#### 5 Comment

While some of the above can be construed as being issues of a minor nature they affect rights which pertain to the property and have the ability to create confusion and waste resources during the conversion of the lease to a fee simple title.

I believe omissions of this type should be rectified as soon as they are identified to assist all those working in the process. This being the case I would recommend that when identifying a conflict the agent immediately informs your office requesting the appropriate action. This would mean that the status check could be presented as a correct document for certification not one which is subject to probable amendment

M.H. Warburton

# RELEASED UNDER THE OFFICIAL INFORMATION ACT OPUS INTERNATIONAL CONSULTANTS LIMITED DUNEDIN OFFICE

Project Number 6NLTTR.02/ 076YD

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50269 dated September 2001 and is undertaken for the purposes of tenure review in terms of the Crown Pastoral Land Act 1998.



LAND ST	ATUS REPORT for Ardross	LIPS Ref 12653
Property 1	of 1	

Land District	Southland	
Legal Description	Run 559,	
Area	3250.0000 ha	
Status	Crown Land subject to Pastoral Lease Ps28	
Instrument of title / lease	SL206/5	
Encumbrances	Subject to 1) Land Improvement Agreement 047326.1. 2) Forestry Right 215824.3.	
Mineral Ownership	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1853 Murihiku Purchase.	
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.	

Data Correct as at	25 October 2001	
[Certification Attached]	AKO	
Prepared by	Garry Patrick	
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin	

#### Certification

Pursuant to Section 11(1)(I) of the Survey Act 1986 and acting under delegated authority of the Surveyor-General pursuant to Section 11(2) of that Act, I hereby certify that the land described above is Crown Land under the Land Act 1948 subject to Pastoral Lease

Max Haydn Warburton

Chief Surveyor

Land Information New Zealand, Dunedin.

9 1 // /2001

Status Check .doc Saved on 25/10/2001 Page I of 4

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

RELEASED UNDER THE OFFICIAL INFORMATION ACT

LAND STATUS REPORT for Ardross

LIPS Ref 12653

Property 1 of 1

Notes: This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6 paragraph 6. The area on the registered lease is at variance with the redefinition plan SO 11909.

Terraview does not represent SO 11909 that fixed some boundaries along bush and stream edges based on 1982 aerial photography.

The legal description on Ps028 is appended with the words "together with a right-of-way over part of Run 560 Takatimu SD". This adjoining land is subject to Pastoral Lease, Ps27. Ps27 was originally registered as SL206/6 over Run 560 and contained a condition in respect to this right-of-way. "Condition i) Subject to a right-of-way over part coloured yellow as shown on the plan annexed hereto". Ps27 was subdivided in 1984 and a new lease, SL7A/616, issued over Run 656. This new lease does not contain any conditions in reference to the right of way.

If still required the access should be formalised by way of easement.

Department of Conservation in commenting on status issues advised that it enjoys access through Ardross to two adjoining conservation areas, Etal Hill and Letham Bush. Formal access may to be addressed.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

LAND STATUS REPORT for Ardross	LIPS Ref 12653	
Property 1 of 1		

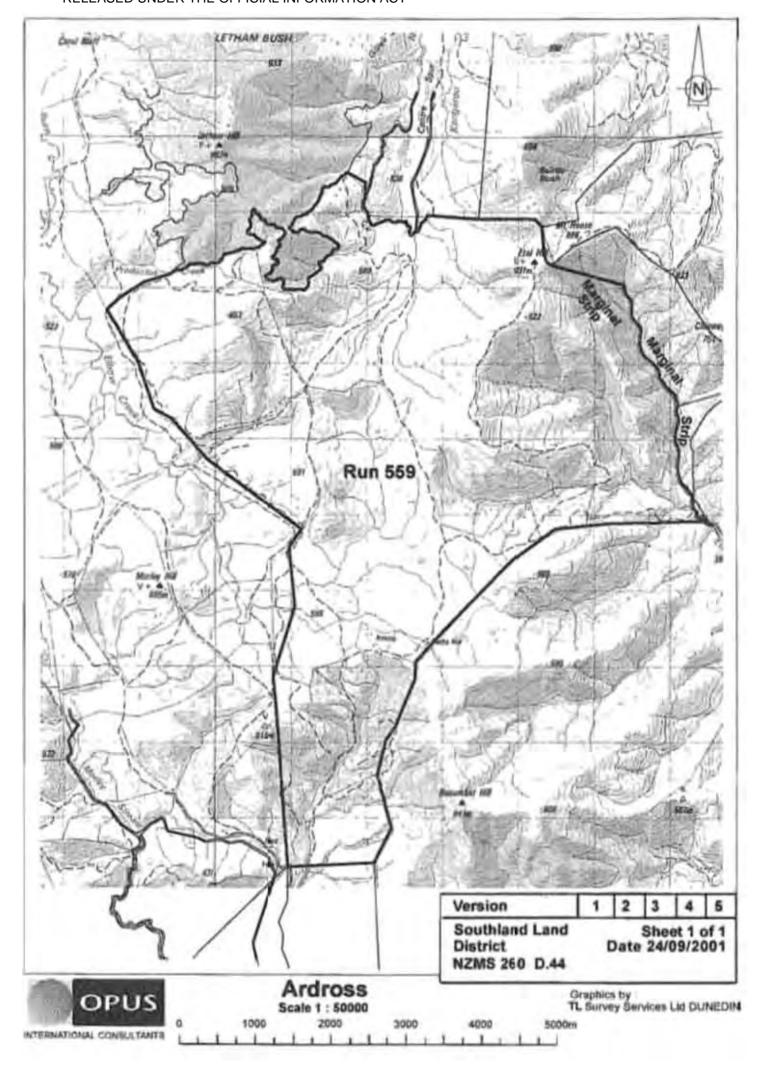
# Research Data: Some Items may be not applicable

SDI Print Obtained	Yes
NZMS 261 Ref	D44
Local Authority	Southland District Council
Crown Acquisition Map	Murihiku
SO Plan	SO 11909 dated August 1993 being a redefinition plan of Run 559.
	SO's 6530, 6561 and 6562 of December 1958 are plans of Parts of Run 559.
	Other plans viewed but not impacting on status report – SO's 2415, 2416, 5812, 9197, 10000, 12095, 2757, 2754, 12110, 2756, and 11908.
Relevant Gazette Notices and / or Computer interest register.	N/A
CT Ref / Lease Ref	SL206/6
Plan Index	Sighted but not copied. SO's noted for Run 559 are 6530, 6562 & 6565.
Legalisation Cards	SO's 11909, 6530, 6562 & 6565 no cards.
Statutory Actions (Landonline)	Nil
CLR	Sighted. Supports pastoral status as at 31 March 1987 [disestablishment of Lands and Survey when CLR ceased to be maintained].
Allocation Maps (if applicable)	SO 11161 for D44 - nothing within boundaries. However two conservation areas adjoin the lease and are recorded as No's 17 & 24.
VNZ Ref - if known	30390/46300
Crown Grant Maps	Not searched.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

LAND STATUS REPORT for Ardross	LIPS Ref 12653	
Property 1 of 1		

If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference  If Crown land – Check Irrigation Maps.	a) Sec 24(9) b) 1 July 2000. c) SO 11909.  No map for D44.
Mining Maps	D44 Coal and Peat – sighted & nothing found. D44 Mining – notes application PP 39140 however Mining Schedules index not sighted. Unaware if privilege still current or not.
If Road  a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989	a) SO Plan N/A
b) By Proc	b) Proc Plan c) Gazette Ref
Other Relevant Information  a) Concessions – Advice from DOC or Knight Frank.	a)
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998	b) No.
c) Mineral Ownership	c)
	✓ Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1853 Murihiku Purchase.  —Contained in [provide evidence].
d) Other Info	d) No other relevant information found.





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



#### Search Copy

Identifier

SL7A/616

Land Registration District Southland

Date Registered

11 May 1984 02:26 pm

#### Prior References

SL206/6

Type

Lease under s83 Land Act 1948

Area

3300.0000 hectares more or less

Term

33 years commencing on the 1st day of July 1957 and renewed for a further 33 years

commencing on 1.7.1990

Legal Description Run 656

Proprietors

Struan William Minty

#### Interests

051308.1 Land Improvement Agreement pursuant to the Soil Conservation and Rivers Control Amendment Act 1959 -8.10.1979 at 1.40 pm

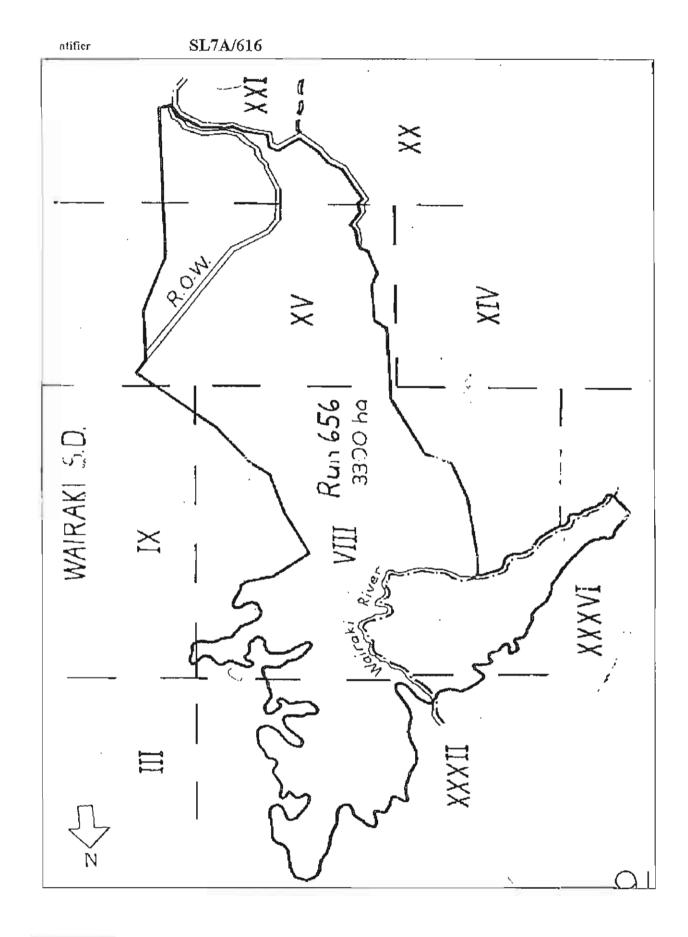
225287.1 Variation of the within lease renewing the term for a further 33 years commencing on 1.7.1990 and increasing the annual rental of \$2,212.50 and the rental value of \$147,500.00 - 20.10.1994 at 11.00 am

252297.7 Mortgage to Bank of New Zealand - 26.8.1997 at 10.30 am

Transaction Id

Search Copy Dated 9/10/01 11:46 am, Page 1 of 2 Register Only

Client Reference 6nlitr.02 076yd Ardross



OFFICIAL INFORMATION ACT

### RELEASED UNDER THE OFFICIAL INFORMATION ACT

Entered inthe Register book ther

1174

NEW ZEALAND

Former " .f. Nol.

L. & S. Ref. No. P 91

1984, at 2.26 o'clockpm

day of MAY

Pastoral Lease under the Land Act 1948

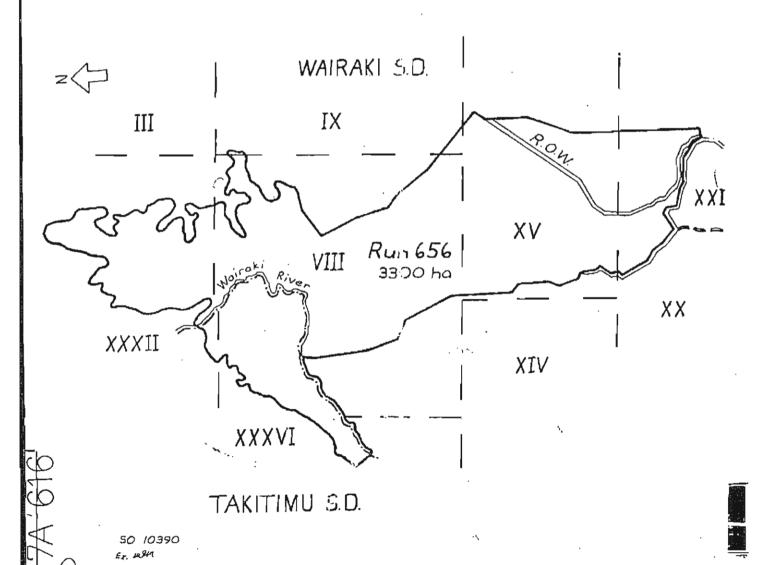
ISSUED FURSUANT TO SECTION 93 of the Land Act 1948 on the subdivision of Pasta

This Beed, made the 3rd day of December 1981 between HER MAJESTY THE Confidence inafter referred to as "the Lessor") of the one part, and BEAUMONT STATION LIMITED, a duly 19 81 between HER MAJESTY THE QUEEN Incorporated Company having its registered office at Invercargill

(hereinafter referred to as "the Lessee"), of the other part: WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied, and on a the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee, all that parcel of land containing by estimation 3300 hectares Southland , and being Run 656, situated in more or less, situated in the Land District of

Blocks XXXII, XXXVI, Takitimu Survey District and Blocks II, VIII, IX, XV and XXI, Wairaki Survey District

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



"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

#### LEASED UNDER THE OFFICIAL INFORMATION ACT

red : di		÷ .
··ēžsements; and appurtenances.	thereto belonging. TO HOLD the said premis	es intended to be hereby demised
unto the Lessee for the term of	33 years, commencies, on the 1st day of	July 1957, toucher
	ta al-daisdeaceand character of the control dated and the control	
and pay a therefor for the A	first transportable said term unto the Dep	artment of Lands and Survey at
Invercargill	the annual rent of \$ 330.00 payal	ole without demand by equal half-
yearly payments in advance or	n the 1st day of January and the 1st day of J	uly in each and every year during
axaxxxxixixxxixixxixxixxxxxxxxxxxxxxxx	ck fork attextreeze attext and a context and a state of the context and a state of the context and a state of	associative said term ascented attention
unimedicinexposporational chocal solu-	osexproninds vinxebay x n x n na exproncidado bolo o Section	x84824xxxActamatematextxxxx1248x
CKYANKKAJANKKYOKKYOKKYOKKYOKKYOK	SATAHERI KECASHIK KICASHIK MENGAKAHAKIK KAKIK KA	AKAKKIX XAZKKOOXXXXOOKXIK
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	ZAKKINYAN YINGKAKHUNUN MANAKHAKAKAKA	KAXIOEKYKXX IYAKACEXXK
YNANIIWWXYWYX	ANY YEAR STANK Y MACAYNIYY I YAYAYYAYYAY YAYAY YAYAY MALAYAY YAYAY YAYAY YAYAY YAYAY YAYAY YAYAY YAYAY YAYAY Y	KONTONIA KANTONIA K

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

- 1. That without derogating from or restricting the covenants contained and implied in this lease and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the land hereby demised more than 1995 sheep which contains a catalance because the beautiful that the lessee may with the prior written consent of the Land Settlement Board carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Land Settlement Board to revoke or vary such consent at any time.
- 2. That the Lessee will at all times farm the land hereby demised in a manner to promote soil conservation and prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1941.

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

THAT pursuant to the provisions of the Noxious Animals Act 1956 officers and employees of the New Zealand Forest Service and other authorised persons shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Service is charged with the duty of exterminating or controlling, or for the purpose of descroying any such animals: Provided that such officers, employees, and other authorised persons in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pastoral land under Section 66 of the Land Act 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

Schedule of Improvements Belonging to the Crown

N:.1

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

Signed by the said Commissioner on behalf of the Lessor, in the presence of— Witness:	Belevi of
Occupation: clerk, Department of cara, Survey	Accommissioner of Crown Lands.
Address: Interchyll.  THE COMMON SEAL of BEAUMONT STATION LIMITED was hereunto affixed  Signal by the above and honey in the presence of—	STATION S
Occupation: Mambon	Director Director
//	

## RELEASED UNDER THE OFFICIAL INFORMATION ACT

98.1 Land Improvement Agreement under the Soil Conservation and Rivers Control Amendment Act 1959 - 8.10.1979 at 1.40 p.m.

171386.1 Transfer of the one half share of Lynette Ray Minty, Thomas McNeil Pryde and John Gordon Minty (Jnr) to Struan William Minty abovenamed - 12.2.1990 at 11.06 a.m.

108283.1 Transfer to Struam William Minty of : Beaumont Station farmer (as to an undivided onehalf share) and Lynette Rae Minty of Beaumont Station married woman, Thomas McNeil. Pryde of Invercargill solicitor and John Gordon Minty (Jnr) of Mossburn farmer (as to an undivided one-half share) (jointly inter se) as tenants in common in the said shares ~ 11.7.1984 at 2.50 p.m.

DISCHARGE

202440.1 Mortgage to Wrightson Farmers PhnAbhell Mmited - 5.10.1992 at 10.46 a.m. for DLR

110852.1 NGECTORE NO. BLIMITED - 87.8.1198h

110953.1 Mortgagerto Rucal Finance Corporation of New 19.9.1984 at 2.31 p.m.

115471.2 Variation of Mortgage 110953.1 - 14.2.1985 at 2.28 p.m.

120276.2 DISCHARGE and Finance Copposition of New Zealand.

A.L.R.

A.L.R.

120276.3 Memorandum of Priority making mortgages 120276.2 and 110953.1 first and second mortgages respectively - 8.7.1985 at 2.16 p.m.

130287.2 Variation of mortgage 110953.1 - 9.6.1986 at 2,11 p.m.

142071.1 Mortgage Co Rural Banking and Finance Corporation of New Zealand - 1.7.1987 at

225287.1 Variation of the within Lease A.L.R. renewing the term for a further 33 bhaid & Bayley Nominees years commencing on 1.7.1990 and increasing the annual rental of \$2,212.50 and the rental value of \$147,500.00 - 20.10.1994 at 11.00 a.m.

182820.1 Change of Name of the mortgagee in Mortgages 120272.2 and 142071.1 to The Rural Bank Limited 21.12.1990 at 11.29 a.m.

for DLR

252297.7 Mortgage to Bank of New

Zealand - 26.8.1997 at 10.30