

# Crown Pastoral Land Tenure Review

# Lease name : ARDROSS STATION

Lease number: PS 028

# 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.

April 09

RELEASED UNDER THE OFFICIAL INFORMATION ACT Part NEW ZEALAND Former Ref. Vol. 206 fol. 6 day of MAY ITH L. & S. seef. No. P 92 1984 , at 2.26 o'clockon Registrar. Pastoral Lease under the Land Act 1948 ISSUED PURSUANT TO SECTION 93 OF THE LAND ACT 1948 ON THE SUBDIVISION OF PASTORAL LEASE NO. 27 This Deed, made the 3rd day of December 1981 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one pair, and BEAUMONT STATION LIMITED, 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 rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied, and on m 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 standards 1137.8200 hectares , and being Sections 139, 140, more or less, situated in the Land District of Southland 141 and 142, Block I, Wairaki Survey District as the same is more particularly delineated with **bold** black lines on the plan hereon; together with the rights, 140 139 42 50 10362 Total Area 1137.82001a E. Mar

easements, and appurtenances thereto belonging. TO HOLD the self premises intended to be hereby demised unto the Lessee for the fellin of 33 years, commencing of the 1st day of July 19 57, togethere 19 57 , terretber , YIELĎING and pa therefor for the the transformer said term unto the Department of Lands and Survey at Invercargill the annual rent of \$ 130-00 payable without demand by equal halfyearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the solid term some such the solid terms of the solid term to the solid term to the solid term to the solid term 28886012Activedexedexita ceckery x 20 countered can holy and a counter of a construction that and a counter of the counter of MARTINGCOMMENTATION CONTRACTOR AND CONTRA 

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 645 sheep which our above the sheep which ou

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 destroying 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 INFROVEMENTS BELONGING TO THE CROWN N11

IN WITNESS whereof the Commissioner of Crown Lands for the said Land District, on Itehalf of the Lessor, has been unto 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-	
Wieness: Derkin	Balan Strange
Occupation: clert, Department of LANUS, Survey	Commissioner at Crown Lands
Address: Invertargell	SIATON
THE COMMON SEAL of BEAUMONT STATION LIMITED was hereunto affixed Signed of the above manded fixed, in the presence of -	CONMON E
Witness: I prove Securitor	Director
Occupation: Allounelton	Director Lessee.
Address:	
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i 	051308.1 Land Improvement Agreement under
	the Soil Conservation and Rivers Control
	Amendment Act 1959 - 8.10.1979 at 1.40 p.m.
	warband
	A.L.R.
	106128.4 Surrender of the within lease
	- 11.5.1984 at 2.26 p.m.
	A.L.R.
	Recewable Lease 7A/618 issued for the
	within land
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## COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952

**Historical Search Copy** 



Identifier SL206/5 Land Registration District Southland Date Registered 05 March 1959 12:00 am

Туре	Lease under s82 Land Act 1948		
Area	3277.9537 hectares more or less	Torm	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

Appurtement herein is a right of way over part Run 560

16260 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

- 16270 179721.1 Variation of the within lease renowing the term for a further 33 years commencing on 1.7.1990 and intreasing the annual rental to \$1,200.00 and the rental value to \$80,000.00 27.9.1990 at 10.40 am
- 16 2 75 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

#### OFFICIAL INFORMATION ACT

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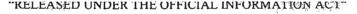
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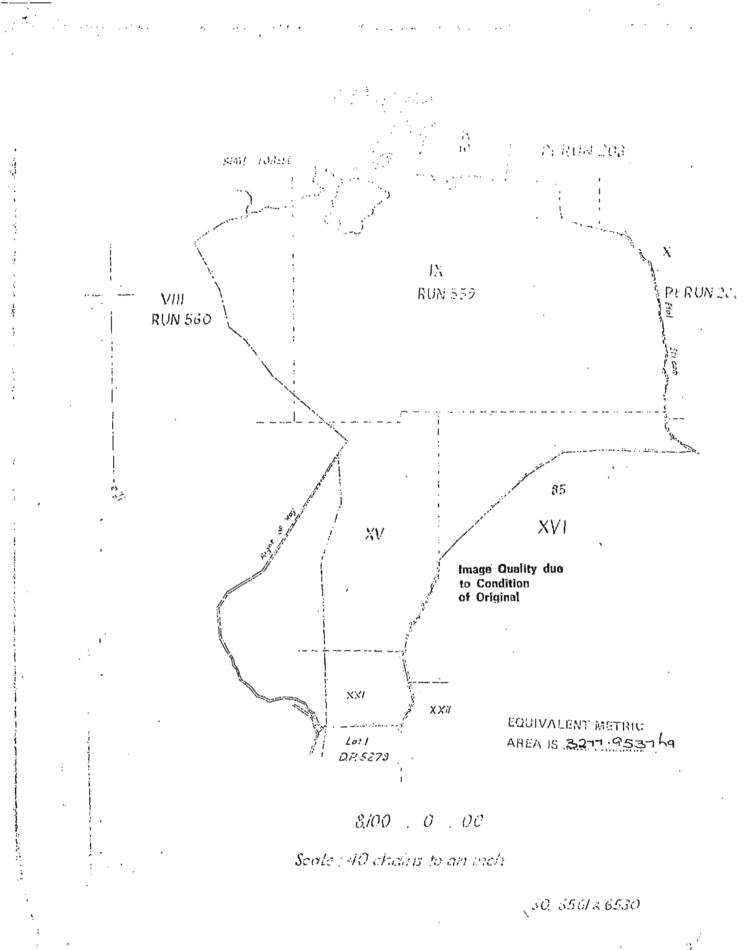
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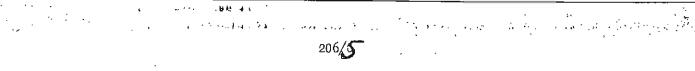
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05 j5.1 Variation of Mortgage 034485.1 26.1.1983 at 10.36 am

A.L.R.

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

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. UNCA

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 Bendley & Whiting Farming Company Limited at Ashburton - 3.3.1986 at 2.25 p.m.

127495.15 Mortgage Eb Alab Aradine Fraser and Alma Olive Fraser - 3.3 1986 at 2.25 p.m. 1870374 30 DISCHARGED A.L.R. 127495.16 Mortgage to Trug aebank Sputhland

- 3.3.1986 at 2.22 bAD6 1987 ALF DISCHARGED - 21.8.1987 at 30.043.1891

ALR. 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.

ARL.R.

187039.5 Mortgage to The Rural Bank Limited - 30.5.199 DEc1993.45 a.m.

DL.R.

187039.6 NDSE Seger to Brightlingsea Dock and Wharfage Company Limited -

30.5.1991 at 010 P.L.R.

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 Moltgage to Wrightson Farmers Finance Limited - 20.12.1993 at 11.00 a.m. 26 ANG

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  $-27 \cdot h \cdot 140h$  of  $-3000 \cdot m$ .

A.L.R.

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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

for RGL

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11 1.1 Bridenss of the change of new of the most gages in mortgards 202443 to Prestons Soliditors Womings Company Limited 20.6.1985 at 2.47 p.m.

# John S Kirk

From: Sent: To: Subject: loladmin@linz.govt.nz Wednesday, 29 August 2001 14:52 john.kirk@opus.co.nz ARDROSS



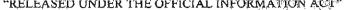
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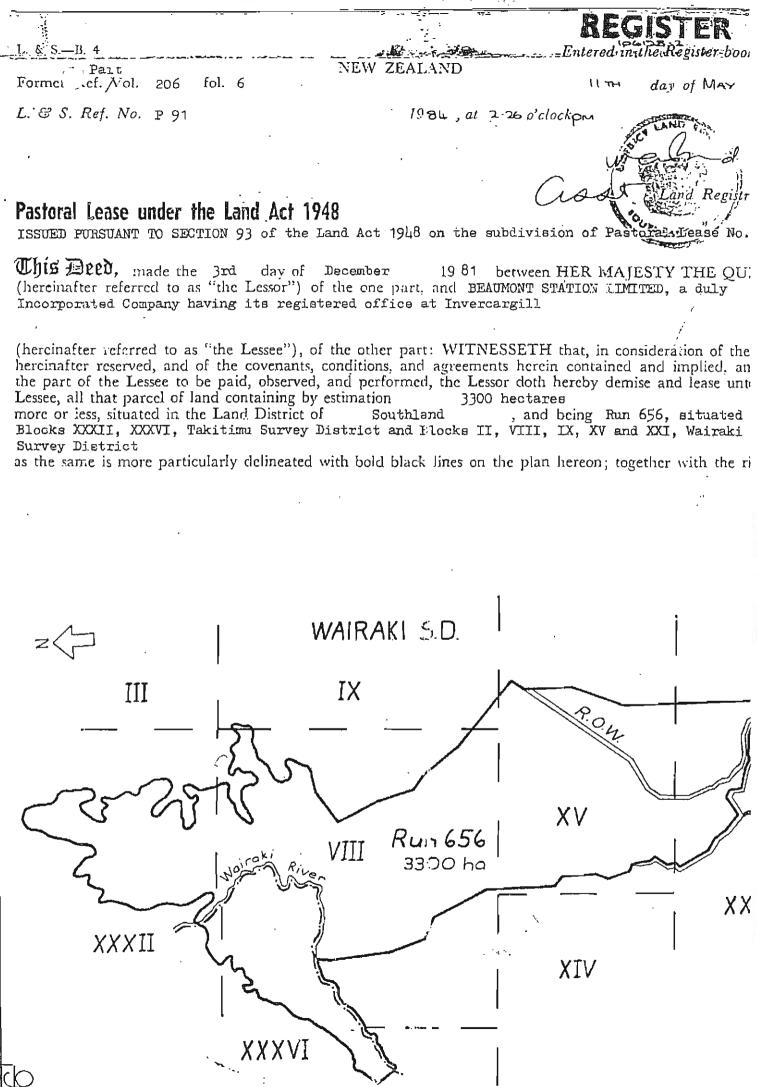
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AND the Lessee doth hereby covenant with the Lessor as follows:

1. That without derogating from or restricting the covenants contained and implied in this lease and of part of the Lessee to be performed or complied with the Lessee will not at any time during the said tern pasture on the land hereby demised more than 1995 sheep which complete control and the paster of the land hereby demised more than 1995 sheep which complete control and the provided boots and 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 infowith deer, wild goats, wild pigs, opossums, or other animals which the said Service is charged with the duty o terminating or controlling, or for the purpose of destroying any such animals: Provided that such offiemployees, and other authorised persons in the performance of the said duties shall at all times avoid us disturbance of the Lessee's stock.

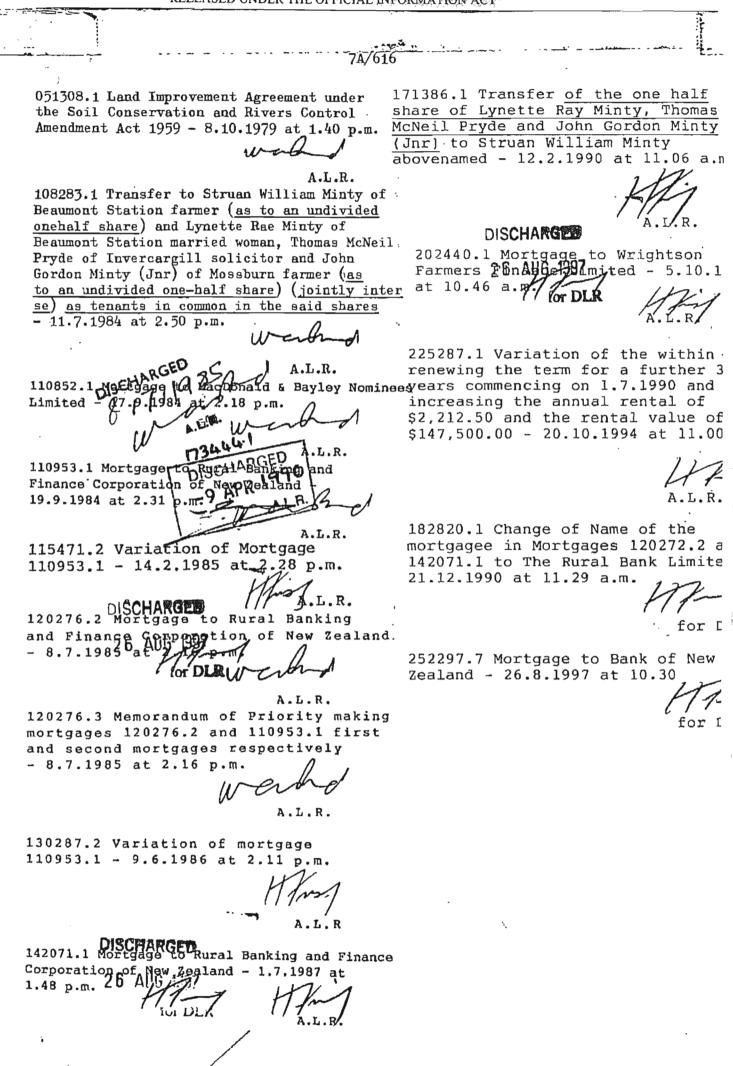
AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pas land under Section 66 of the Land Act 1948, and the provisions of the said Act and of the regulations made the under applicable to such leases shall be binding in all respects upon the parties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

#### SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN

N:1

IN WITNESS whereof the Commissioner of Crown Lands for the said Land District, on behalf of the Lessor, has hereunte 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: Dert	Balt
Occupation: dert, Department of const, Survey	Age Commissioner of Crown Lands.
Address: Inversionall.	TATIO
THE COMMON SEAL of BEAUMONT STATION LIMITED was hereunto affixed	
State of the state of the presence of	
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## 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 Reference SL206/6	ences		
Туре	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 Descri	iption Run 656		
Original Pro	oprietors		
Struan Willia	m 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 Id580577Client Reference6NLITR.02/076YD

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

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R.W. Muir Registrar-General of Land

"RELEASED UNDER THE OFFICIAL INFORMATION ACT - 14 - - --200 -2.127 a to same and the . . .~-REGISTER -----2 11. and S. D. . .... NEW ZEALAND à., land as a Hencural of [ar. in Exchange for] In water in the - Entered in the Register-back, Vol 206 fol. 6-.... ha ha ::!== . . . somistered in Val. £. - ja day of Asta ٠.. the ۶ : sõunt.sin Tribaler Act. ٠,. - . ' LAND DISTRICT 105.10 Silier in, 2 the mile such as of the Land Act, 1948 3 Land Registrar. Pastoral Lease of Pastoral Land under the Land Act, Image Quality due 1948 Na to Condition No. 2.27 - of Original ന This Deed, made the Pirst day of March , one thousand nine hundred and pirce of the one purt, and <u>Lices citients</u>, one thousand nine hundred and pirce of the one purt, and <u>Lices citients</u>, of <u>Beaument Station</u>, in the Deminion of New Zadada, of <u>Beaument Station</u>, in the Deminion of New Zadada, of <u>Beaument Station</u>, in the Deminion of New Zadada, of <u>Beaument Station</u>, in the Deminion of New Zadada, of <u>Beaument Station</u>, in the Deminion of New Zadada, of <u>Beaument Station</u>, in the Deminion of New Zadada, or <u>Beaument Station</u>, in the Deminion of New Zadada, or <u>Beaument Station</u>, is thereinafter referred to as "the Lesser", of the other purt, WITNENSTILLAM BUSSENTIL LAND 3 DEV States, <u>States</u>, <u>States</u> AEIN' S Rum 560 (formerly Pt. Sec.24 and Pt. Ruma 1670 and 1670) Waireld Survey District and Takitizu Survey District Autoral Na 493. (hereinafter referred to as "the soil long"), as the same is more particularly delineated in the plan difference of the soil long of the same is more particularly delineated in the rights, easements, and appartenances thereto belonging. To HOLD the said premises intended to be hereby demised onto the losses for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and fifty seven a together with 577 the period between the date of this lease and the aforesaid first day July 1957 of Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Lond Office for the said Land District of Southland the clear annual rent of One hundred and fifteen pounds (f 115.0.0), payable ) payable without demand by equal half-yearly payments in advance on the let day of January and the let day of July in each and every year during the said term. And also paying in respect of the improvements epecified in the Solicitude And also paying hereto the sum of olicita by a deposit of (£. of ) (the receipt of which sum is hereby acknowledged) and thereafter (1 ) half-yearly instalments of pounds ahillings penen (1 : : ) on the lat day of January and and pence (f AND the L doth bereby covenant with the Loune as follows, that is to say :---1. THAT the Lourse will fully and panetaally pay the rest hereinhefere reserved at the times and in the manager hereinhefere named in that behalf; and also will pay are discharge all rates, tares, tares, and conjugnings whateverer 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. I. THAT the Lower will within one year after the date of this leave take up his revidence on the said hard, and thereafter throughout the tenu of the leave will reside continuously on the said land, 3. THAT the Lover will hold and an the said land hose fide for his own are and bracht and will not transfer, awire, sublet, mortgage, charge, or part with preserving of the said land or any part without the previous approval of the Land Nettlement Board : Provided that such approval will not be nerewary in the case of a mentrage to the Cross or to a Department of State. 4. THAT the Losses will at all times farm the mid land diligently and in a husbandlike manner according to the rules of good husbandry and will but in any way commit wante. 3. THAT the Lease will throughout the term of his lease to the watafaction of the Councissioner of Crown Lards for the Lard District of Count\_Land (hereinafter referres a Commissioner ") cut and trim all live fences and hedges, clear and keep clear the soid land of all notions weeds, and will comply strictly with the provisions of the Nozions Weeds Act, 1923. (hereinafter referred to an 6. THAT the Lennes will knop the mid land free from wild snimals, rathins, and other vermin, and generally ramply with the provisions of the Rabbit Naisance Act, 1929. 7. THAT the Losses will chean and clear from weeds and herp open all creeks, drains, diches, and safercourses upon the said land, including any drains or diches which may be constructed by the amissioner after the commencement of the term of the fease; and will not at any time without the prior course of the Commissioner after the channel of any sorh creeks or altercourse or stop or direct the water flawing therein. 8. THAT the Lowse will at all times during the said term repair and maintain and brop in good substantial repair, order, and condition all improvements belonging to the Graven (including these epscilled in the Schelula breeto which are being purchased by the Lower) now or bereafter erected on the said land, and will not, without the prior written connect of the Commissioner, pall down or remove them or any part of them. nioner, pull down or 9. THAT the Lesses will insure all buildings belonging to the Crown (including these specified in the "cholule hereto which are being purchased by the Lesse) now or hereafter exceed on the and fand to their full insurable value in the name of the Commissioner in some insurance office approval 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 formono 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 base without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royally) as the Commissioner thinks fit, fell, will, or resource any timber, tree, or bash gowing, standing, or lying on the said land, and that he will throughout the term of the lesse prevent the destruction of any such timber, tree, or bash unless the Commissioner otherwise approves : on such terms and conditions (including the payment of Provided that the consent of the Commissioner as aforeasid shall not be necessary where any such timber or true is required for any articultural, pastorel, household, madmaking, or building purpo the said land nor where the timber or tree has been planted by the Lener. 11. THAT the Lance shall not, except for the purpose of completing with any of the provisions of the Naroella Tusweck Act, 1946, burn any tussock, acrub, fern, or grass on the said land, cor permit any ock, acrub, fern, or grass on the said land to be benned, 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 conditions as the Commissioner may deem preventry.

12. THAY officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, express, and regress over the land comprised in this lasse for the purpose of determining whether such land e any adjoining land is infested with deer, wild grate, wild pige, oposition, 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 amployees in the performance of the said dutics shell at all times avoid undue distarbance of the Leone's stork.

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

#### AND is is hereby agreed and declared by and between the Lessor and the Lesses :-

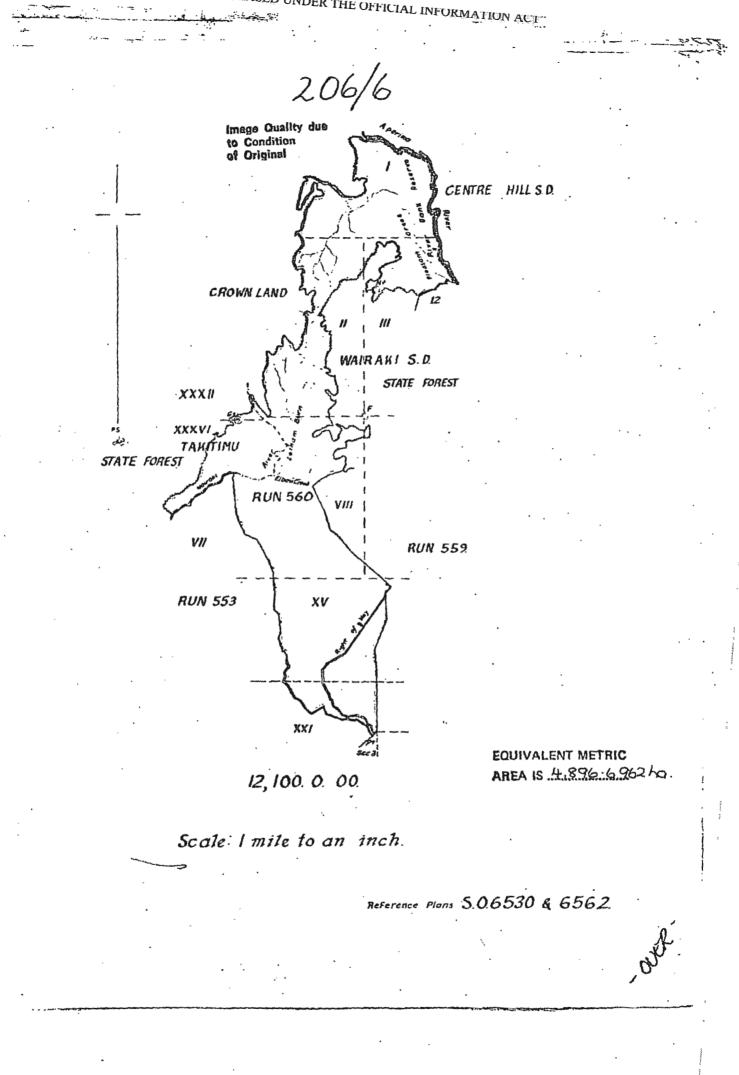
(a) THAT the Lamon shall have the anclusive right of pesturage over the said land, but shall have no right to the soil.

(4) THAT the Leance shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1913) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majority together with a five right of way over the mid 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 frown, subject to the payment to the Leance of compenmation for all damage done to improvements on the said land belonging to the Leance 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 need or situated within 50 yards of a yard, garden, orchard, vincyard, 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, any any meth minerals for any agricultural, pastoral, bousehold, readmaking, or building parpose on the said land, but not otherwise.

(4) THAT upon the expiration by effusion of time of the term bereby granted and thereafter at the expiration of each succeeding term to be granted to the Lemos the outgoing Lemos shall have a right to obtain, in accordance with the provisions of writing (6) (3) of the Land Act, 1948, a new lease of the Land hereby lease at a rent to be determined in the manner prescribed by Part VIII Chi the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present for the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present



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"RELEASED UNDER THE OFFICIAL INFORMATION ACT and a stranger Sec. Ex . hore fimes 15 ANS 761.540 1 5.1. to Hetere tooners of 085061.3 Yuaner, Es o 003336.1 Mortgage to Rural Banking Chair charve and Finance Corporation of New Zealand 29.7.1975 at 2107p. pluL 1702 Smith of Wacho 27-1-1460 . 6 21500 A.L.R. L.R. for 1915 Tertsfrate by the Connicies rome nesthenry 003336.2 Mortg Conver haved, recording the annial rental to \$230. 18-5-1965 at /£ ؉.n. Anderson 29.70 rental to £230. 2.40 %c. & avr for A.L.R. ALL No. 205172 Variation of terus 024018.1 Transmission of Mortgage 18-5-1465 at 2.40 ot. 003336.2 to Margaret Jane Anderson and John Sydney Guise as Executors SAS an 16.5.1977 at 9.11 a.m. Granger 205173 to Beaunon A.L.R. Station Limited at Invercerfill 18-5-1965 at 2.40 00. 025092.1 Variation of Mortgage 003336.1 14.6.1977 at 1.47 p.m. Workgage 205174 to Helen Fraser and puilliain CHARGESCR. (jointly luter se) and James AVILONan Fraser 2 A.L.R. 085061.4 18-5-10 2.40 or. shares. 029526.1 Mortgage)to; Rural Banking and Finance Corporation of New Zealand 1.11.1977 at 1.402 p.mill 1962 Martque E11306 Corperature of 2/cz st nim 存录: 19 weild 086051.5 .. for. A.L.R. So avicio 1:12 .... 235749 Truzoniscion of 029526.4 Mortgage to Dalgety Custodian Junie william Trager he mut in the comare willow and william Smith of aperturne Jarmer as execu-4.6.1976 at 2.25 m. Limited 1.11.1977 at 4.40; p.m. walnut ALR au exicutors. TOT A.L.R. in winALK. 029526.5 Memorandum of Priority making Motgage 250428 Transmission mortgages 029526.4, 211306, 003336.1 and 029526.1 first, second, third and 205174 to William Snut as fourth mortgages respectively 1.11.1977 8 4 1971, at 12 -20 pm Lunun at 1.40 p.m. thing. It for A.L.R. 085061.7 Intgoge 211306 Variation of 045684.1 Mortgage to Riral Banking and 18.8.1971 at Finance Corporation of New Zealand 12.4.1979 at 2.08-port A.L.B. 255856 Caved by Ho at 11-15 am H Queen 9.11.197 240 ×. ur 10 085061 8 Quer A. L.R. I TURODUCTION (ON A REDUCED SCALE) ATED TO BE A TRUE COPY OF THE IGINAL REGISTER FOR THE PURPOSES OF CTION 215A LAND TRANSFER ACT 1952. 045684.2 Mortgage to Rural Banking and Finance Corporation, of New Zealand 12.4.1979 at 2.09 p.m. ALCR. - The Auger DLR Beene Variation of Mortgage 205174 30.7.1973 at 2.15 p.m. (consent of Gaveator in Caveat 255856), 15-84973 A.L.R. entered 15-8-1973 050683.1 Variation of Mortgage 029526.1 18.9.1979 at 2.09 p.m. yeare A.L.R. . ЮC OVER

#### 206/6

05 D8.1 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.

A.L.R.

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 029526.1 25.8.1981 at 10.49 a.m.

Partoeffle 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 Hun 560 - 11.5.1984 at 2.26 p.m.

A.L.R. 106128.2 Pastoral Lease 74/616 issued for Run 656 - 11.5.1984 at 2.26 p.m.

A.L.R. 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.

A.L.R.

74/64

Cancelled duplicate 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.

### John S Kirk

From: Sent: To: Subject: Ioladmin@linz.govt.nz Wednesday, 29 August 2001 14:52 john.kirk@opus.co.nz ARDROSS



Image for Titles -SL206-5 - C...

The following images are delivered to you: Image for Titles - SL206-5 - Current Interests - VL 126572.1 - Image

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L. & S.--B. 3

# MEMORANDUM OF VARIATION OF LEASE/LICENCE

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

IN THE MATTER OF Lease / Risence No. P28

registered in Volume 206, folio 5

Southland

Land Registry, from Her

# Majesty the Queen to Alan Graeme Fraser and Alma Olive Fraser

The covenants conditions and restrictions contained or implied in the above-mentioned Lease/Licence registered in Volume 206, Folio 5, Southland Land registry, are hereby varied as follows:

1. That should the lesses/licensee with the consent of the Land Settlement Board, transfer, sublet or otherwise dispose of his interest in the land affected by the said lease/license or any part thereof to a company incorporated under the Companies Act 1955, then the following provisions shall apply:

- (a) The provisions of section 89 of the Land Act 1948, shall apply to all transfers and other dispositions of shares in such company as if such shares were interests in the said land and no share or shares in such company shall be transferred or otherwise disposed of by any shareholder without the consent of the Land Settlement Board.
- (b) The provisions of the Land Act 1948, with regard to residence shall continue to be applicable to the said lease/ licence notwithstanding the transfer or other disposition to such company provided however that such provisions shall be deemed to be complied with by such company only if and when there resides on the said land a person who manages the land on behalf of such company and who has been approved in writing for that purpose by the Land Settlement Board.
- (c) A breach by the company or by any shareholder of all or any of the provisions of subclauses (a) and (b) hereof shall be deemed to be a breach of the covenants conditions and restrictions contained in the said lease/licence entitling the lessor/licencer to exercise all or any of the powers conferred upon her by the said lease/licence in such circumstances.

2. Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Memorandum of lessor/Licence shall remain in full force.

IN WITNESS WHEREOF the parties have hereunto subscribed their names this priory 1985.	North day of
SIGNED by the Commissioner of Crown Lands for the Land District of acting for and on behalf of Her Majesty the Queen	~ austi
Witness:	Commissioner of Crown Lands.
Occupation:	
Address: Defit Land at Jundelf	~ 93.41
SIGNED by the said as lessee/licensee in the presence of:	Lessee/Licence.
Witness:	
Address:	1
Correct for the purposes of the Land Transfer Act.	Chisto

Commissioner of Crown Lands.

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PARTICULARS ENTERED LAND REGISTRY SOUT

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ASST. LAND REGISTRAR ...

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### **JERTIFICATE OF ALTERATION**

HER MAJE	STY THE	QUEEN	{ Le Lia	ssor.
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Lessee. Liconsoe.

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

District Land Registrar of the

District of



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<u>=</u> CDE	S15 - Request Mar	nual Copy	×
Document Ty	De Instrument	Request Id	16268
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Land District	Southland	Request Date	29/08/2001
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Firm	Opus International Consultants Ltd	-Dunedin	, .
Street	Private Bag 1913		
Town	Dunedin		
Country	New Zealand		
Postcode			
Fax Number	03 474 8995		
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Proposed management

1982

Ewes (6100, Hoggets (150~) -----(160) Cours Young cattle (60) NOV. DEC. JAN. FEE. MARCH AFRIL

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Key:

ARDROSS Sta Management : 1978. Kers Leves 123 Weathers (BCo Hoggets (980) Cows (.53) Young wittle (50) FLOCKS HECTARES HAY JUNE JULY OCT. NOV. ACRES AUG. SETT. DEC. JAN. YEB. AFRIL MARCH 2520 Sec. 780 Su. Idocks in blocks: 1000 500 Bog. 842 400 540 Daaaa 1520 5.4 Rouse 1718 520 S\_CA . . . . 690 ntre Hill 500 722 THE OFFICIAL INFORMATION ACT. 200 500 •1

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#### (10) Jal Agreement and Conditions

The runholder will sign a legal agreement which binds him to grazing of cattle only on Mt. Rouse for five years and also the usual fence maintenance requirements. The agreement will be registered against the title.

#### (11) Programme Preparation

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Prepared by: F. Sutherland - Soil Conservator

Assisted By: A. Mason - Lands and Survey Department G. Fraser - Runholder L. Thomson - Ministry of Works and Development.

FLOCIUS 0

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#### (7) Proposed Management

During the period of the plan the Merino ewes will be entirely replaced by Perendales, cattle numbers will remain stable. As the effects of oversowing become apparent further sheep increases will be possible and an increase in the order of 2,700 s.u. is envisaged.

The enclosed chart shows the proposed grazing management of the newly created blocks, this will vary however as the response of the various blocks to A.O.S.T.D. is yet to be assertained.

(8) Specifications and unit costs

#### 8.1 Specifications

(a) Fences to be of the following minimum standard: (Per 20m or 1 chain)

One Tenth	Strainer
Four	Treated wooden posts or iron standards
One x	No. 8 plain wire
Six x	No. 12½ g. H.T. plain wire
Sixteen	Tie wires or equivalent
	Tie downs etc. as required,

(b) Stock ponds to have a wall of the following approximate dimensions:-

Height	:	2m	
Width	:	Зm	(top)
Length	.1	20m	

Wall to be compacted by dozer at .6 metre intervals. Wall to be surface sown with grass and clover for stability. Both to be constructed in dry gullies clear of watercourses.

#### 8.2 Cost Estimate

(a)	Fences		Per Km	Per Chain
	Materials		\$ 900.00	\$18.00
	Labour		\$ 700.00	\$14,00
	Transport etc.		\$ 400.00	\$ 8.00
				<b>`</b>
		•	\$2,000.00	\$40.00
			·····	

#### (b) Ponds (Per Pond)

ELOCIUS

Bulldozing : 10 hrs at \$25.00 = \$250.00

(9) Economics

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Initially the local share of the costs will be financed from an already approved Rural Bank development loan. (\$11,000.00 for fencing, \$9,000.00 for A.O.S.T.D.). As the plan progresses later development will be financed out of income.

### S.W.C.P. 21 - ARDROSS STATION

V.

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#### SECOND 5 YEAR PROGRAMME

					PLUS 30%	SUBSIDY		FARMERS	Net
YEAR	JOB NO.	WORK	ESTIMATE (PLUS 104	CONTINGENCIES)	SERVICE CHARCE	RATE	SUBSIDY	SHARE	to form
1	1	Erosion Control fence C-D	1.8km @ \$2,000 + 10%	= \$ 3,600.00 = \$ 3,960.00	\$5,150	1:1	\$ 2,575	\$ 2,575	2 35%
ar 1	2	Protection fence K-L	0.6km @ \$2,000 + 10%	= \$ 1,200.00 = \$ 1,320.00	\$ 1,715	2:1	\$ 1,142	573	56%
	3	Protection fence M-N	l.4km @ \$2,000 + 10%	= \$ 2,800.00 = \$ 3,080.00	\$ 4,000	2:1	\$ 2,662	\$ 1,338	56%
ear l				\$ 8,360.00	\$10,865		\$ 6,379	\$ 4,486	·
2		Non subsidised Fencing	· 2.2km @ \$2,000 + 10%	= \$ 4,400.00 = \$ 4,850.00	The second se		Stars M. A.	\$ 4,850	Nil
		Non subsidised AOSTD	100ha @ \$60.00 + 10%	= \$ 8,000.00 = \$ 8,000.00			na la tradica construcci la port	\$ 8,800	Nil
(ear 2 Cotal	nt en sense proprior	a pananan manjadigan andra propinsi ang	nas disidente ante 190 19 - 19	\$13,650.00	ta ana ana ana ana ana ana ana ana ana a	alan santa Masalan Indonesia Santa Santa	e d'anna ann an Anna Anna Anna Anna Anna An	\$13,650	
3	4	Protection fence O-P	3.4km @ \$2,000 + 10%	= \$ 6,800.00 = \$ 7,490.00	\$ 9,740	2:1	\$ 6,480	\$ 3,260	56%
	5	Stock ponds X and Y	2 @ \$250.00 + 10%	≈ \$ 500.00 = \$ 550.00	\$ 715	1:1	\$ 358	\$ 357	35%
ear 3 <u>otal</u> 4				\$ 8,040.00	\$10,455		\$ 6,838	\$ 3,616	
4	6	Retirement fence A-E	1.3km @ \$2,000 + 10%	= \$ 2,600.00 = \$ 2,860.00	\$ 3,720	Grant	\$ 3,720	-	100%
'ear 4 Fotal				\$ 2,860.00	\$ 3,720		\$ 3,720		
5		Non subsidised fencing	6.4km @ \$2,000 + 10%	= \$12,800.00 = \$14,100.00	-		and a second	\$14,100	Nil
24.00		Non subsidised .A.O.S.T.D.	165ha @ \$80.00 + 10%	= \$13,200.00 = \$14,500.00				\$14,500	Nil
ear	Ľ.			\$28,600.00				\$28,600	
		·	, Alter	Totals:	\$25,0	,	\$16,937	\$50,352	

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provision of stockwater on one of the blocks.

#### Year 1

The first job involves the creation of block 1 of 100ha which will be oversown and topdressed, this block contains significant areas of sheet erosion and the fence has been aligned to include these in the proposed oversown area. Subsidy of 1:1 is proposed on the fence length (C-D) of 1.8km. This fence is also considered to provide some off-site benefit for land retired in year 4 of the programme. Also in year 1 a start will be made on fencing off the Mt. Rouse block which contains a significant area of class VIIe land and will be used for cattle only. Two fence lengths (K-L,M-N) of 0.6km and 1.4km would be subsidised as protection fences at 2:1.

#### Year 2

The work for this year will involve non subsidized subdivision and oversowing on the southern half of the run.

#### Year 3

During year 3 the remainder of the Mt. Rouse block will be fenced off and used for cattle only for an initial period of five years, the block will also be spelled during the seeding season. This management policy should continue for longer than the agreed period. It is considered that the cattle will keep off the steeper eroding faces, they will also control the rank growth and burning of native tussock cover will not be necessary. This fence length O-P of 3.4km will be subsidised as a protection fence at a rate of 2:1 with upgrading to 3:1 when the Aparima C.C.S. is approved. In addition water supply will be provided on the higher parts of this block in the form of two ponds (X and Y) subsidised at a rate of 1:1.

#### Year 4

It is proposed to retire by way of a grant fence the class VIIe steep sheet and scree eroded westerly face and less severly sheet eroded easterly side of the highest part of Centre Hill  $(\beta,000')$ . The proposed fence A-E of 1.3km will exclude stock from the ridge top area which has considerable botanical (sub-alpine flora) and recreational (scenic view point) value. The area involved is a small one but it has provided some productive value having been grazed by Merinos. Direct compensation for grazing loss is not considered necessary although some offsite benefit may be considered to have accrued from fence C-D which has marginal subsidy justification. The retired area of 33ha will revert to the Crown and become subject to a retired lands management plan and ideally become part of State Forest through which access is available from the north. The following table summarizes the expenditure involved in the programme.

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tock Units = 3,161

1967

1978 5,088

Area = 3,475ha su/ha = 1.7 Lambing percentage now averages 90% compared with 70% in 1967

#### 1.4 Description of Property

For details of location, tenure, physical features etc. see the text of the original plan.

#### 1.5 Conservation Problems

#### 5.1.1 Problems for the runholder

The runholder wishes to undertake a programme of pasture improvement and intensification of landuse on the run country. The programme will involve fencing and oversowing on the newly created blocks. The problems involved in this programme are:-

- (a) Ensuring that the blocks being created are on areas of similar potential so that erosion is not accelerated.
- (b) The existence of two steep rocky areas (Mt. Rouse and Centre Hill) where natural erosion coupled with accelerated sheet and scree erosion pose a problem for utilization in the intensification programme.
- (c) The provision of adequate water supply on one of the higher proposed blocks.

#### 5.1.2 Problems from the Soil and Water Conservation View

The property includes the higher parts of the Wairaki hills and includes part of the headwaters of the Wairaki and Aparima rivers. That portion of the property within the Aparima catchment will fall within the proposed Aparima Catchment Control Scheme. The problems for water and soil are:-

- (a) The need to maintain a sound vegetative cover on the headwater areas to prevent any deterioration in the low flow characteristics of the Wairaki and Aparima rivers. This cover should include native tussock species which have been demonstrated elsewhere (e.g. Mark and Rowley's work on the Rock and Pillar Range) to have excellent water production qualities.
- (b) The need to stabilize the areas of accelerated sheet and scree erosion on the steeper west and north facing slopes of Mt. Rouse and Centre Hill. These slopes contribute detritus to the streams and represent areas of potential national production loss.
- (c) Smaller areas of soil loss due to sheet and wind erosion exist on the easier country, especially in the headwaters of the Wairaki river.

### 1.6 Conservation Programme

The Conservation programme will fit in with the planned development by (1) subsidising fences where they have erosion control value; (2) providing the means by which the more seriously eroded areas can be fenced off and managed according to a specific plan; and (3) assisting with the

GRAMS : "CATCHMENT"



### SOUTHLAND CATCHMENT BOARD

- 143 SPEY STREET, INVERCARGILL, N.Z. -

TELEPHONE: 89-129

SOIL AND WATER CONSERVATION PLAN - NO. 21

#### H.G. FRAZER : ARDROSS STATION, OHAI, SOUTHLAND

#### SECOND FIVE YEAR PROGRAMME - NOVEMBER 1978

#### 1.1 Introduction

S.W.C.P. No. 21 was approved on 22nd of March 1968 at an estimated total cost of \$5,457.00, subsidy \$2,182.00, Approval by Soil Council was given with the proviso that the Board negotiate a more comprehensive plan as the financial circumstances of the runholder allowed.

The runholder has now finished the first 5 year programme and is in a position to undertake further development. The 2nd five year programme that follows is a result of a joint inspection and discussions with the runholder and the Lands Department field officer.

#### 1.2 Review of first 5 year Programme

Work Completed

Job	Total Cost	Subsidy
Conservation fence A-B (2.7km) Cattle Proofing E-F (1.2km) Cattle Proofing G-H (2.3km)	\$2,376.00 \$2,840.00	\$ 950.00 \$1,420.00 \$2,370.00

The first 5 year programme allowed the subdivision of the run into three large blocks which represents considerable improvement from the original total lack of subdivision. Some degree of stock control is now possible but the blocks remain too large for improvement by oversowing and topdressing. As was envisaged in the programme cattle numbers have increased and burning for control of the vegetation can now be reduced.

#### 1.3 Production

There has been an improvement in production from the run as is indicated by the following stock figures:

1967						1978		Stock Units
Ewes Hoggets Others	1	2,321 687 132 3,131		Wethers Ewes Hoggets Others	11 1F 31 1F	860 2,520 980 170 4,350	(Merinos) (Perindales)	690 2,520 590 120 3,920
Cows Other Cattle	=	30 33 63				153 50 	A. GX.	968 200 1,168
FLOCIUS	docks	n blocks	A Bog. Rouse	atre Holl	·			

#### Freehold

Lot 1 D.P. 5278 being Pt. Sec. 3, B1KS XXI and XXVII Wairaki S.D. 202.2416ha Total Area:<u>3480.3116ha</u>

#### THE SECOND SCHEDULE

#### PART 1

The Conservation proposals, subsidies and conditions are found in the Soil and Water Conservation Plan No. 21 a copy of which is attached hereto.

#### PART II

 Farming Practices
 Period during which
 Conditions

 Practices are to be applied
 Practices
 Practices

FencingFor the term of any Crown Lease or<br/>licence issued over the property<br/>described in the First Schedule here-<br/>dition.To be maintained in<br/>a stockproof con-<br/>dition.to or for a period of thirty years<br/>(30 years) after freehold title is<br/>obtained.Stockproof con-<br/>dition.

GrazingFor a period of five years (5<br/>years) from the date of signing.On the Mount Rouse<br/>Block which is bounded<br/>by fences O-P, N-M,<br/>and L-K. Cattle only<br/>to be grazed.Retirement of<br/>LandPermanentLand to be removed<br/>from lease with grazing<br/>rights surrendered.

IN WITNESS WHEREOF these presents have been executed the day and year hereinbefore written.

I hereby certify Land Improvement May 1979 made byt SOUTHLAN Signed by the above named ) in presence of A. G. Graver g CATC SIGNED BY bytween ALAN **ENT** that Agreement and by BOARD this CATCHMENT Member of the Southland Catchment Boarddated GRAEME on behalf of and by direction of the Board r S മ In the presence of 

#### LEGAL AGREEMENT

AN AGREEMENT made this 18 day of May One thousand nine hundred and seventy MA BETWEEN SOUTHLAND CATCHMENT BOARD constituted under the Soil Conservation and Rivers Control Act 1941 (hereinafter called "the Board") of the one part AND Alan Graeme Fraser of Ohai.

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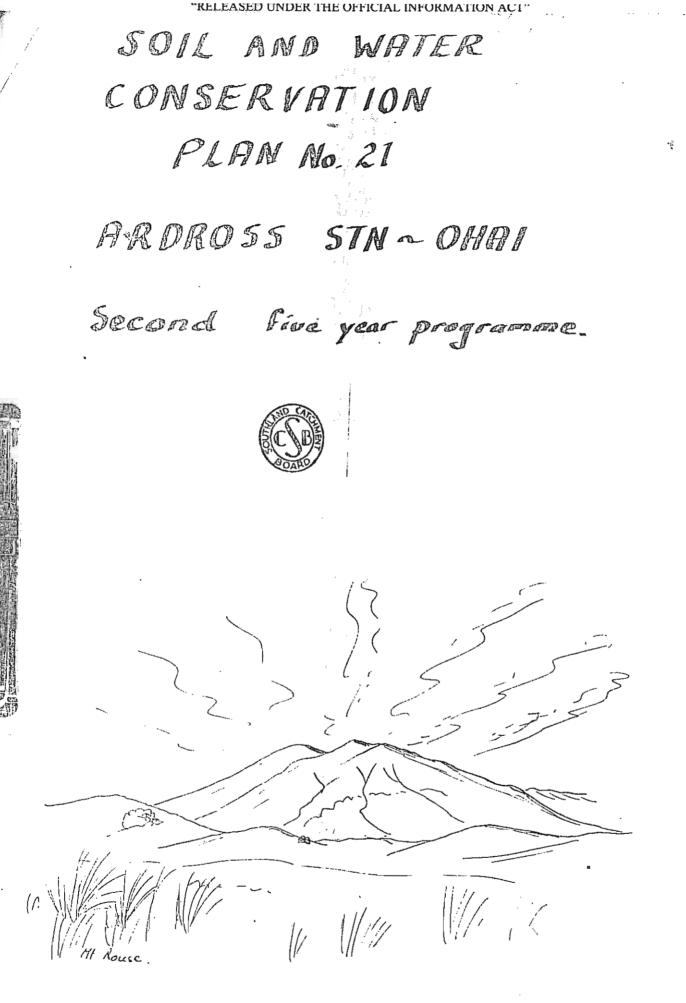
Sheepfarmer (hereinafter called "the Owner" which expression shall where the context so admits or implies include his executors, administrators and assigns) of the other part.

WHEREAS the Owner has a lease and freehold of the land described in the first schedule hereto (hereinafter called "the said land").

AND WHEREAS pursuant to the subsection (3) of Section 30 of the said Act as amended by the Soil Conservation and Rivers Control Amendment Act 1959 the Board is duly authorised to make payments as grantor to the Owner for the purposes of the agreement specified upon terms and conditions in conformity with the Subsection (as so amended).

NOW THIS AGREEMENT WITNESSETH and IT IS HEREBY AGREED AND DECLARED as follows:-

- 1. The Owner in consideration of the subsidy at the rate or rates set forth in the second schedule hereto hereinafter agreed to be paid or credited to him by the Board DOTH HEREBY AGREE within or during (as the case may be) the periods specified in such second schedule to carry out the works and farming practices set out in Farts I and II thereof respectively.
- 2. The Board in consideration of the agreements herein contained to be observed and performed on the part of the Owner shall pay or credit to the Owner a subsidy at the rate or rates set forth in Part I of the second schedule hereto as payable if such works are completed to the satisfaction of the Board within the periods specified in such part.
- 3. 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 them 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.
- 4. The Owner shall permit the officers, servants and agents of the Board at any time by day to enter upon the said land to ascertain whether the Owner has complied with their obligations hereunder, provided that the Board shall first give not less than 24 hours notice of its intention so to do to the Owner.



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and all and

REPEASED UNDER THE OFFICIAL INFORMATION ACT 2005 198/142 DISTRIC IN ALGISTRY INVERCENCIL NO.2 NOP 0 4 7326.1 THLAND ł বৌ

APPLICATION FOR REGISTRATION OF A LAND IMPROVEMENT AGREEMENT UNDER THE SOIL CONSERVATION AND RIVERS CONTROL AMENDMENT ACT 1959

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TO: The District Land Registrar, Invercargill.

PURSUANT to the provisions of the Soil Conservation and Rivers Control Amendment Act 1959 I ALASTAIR JOHN MCKELLER of Invercargill, Secretary, an authorised officer in relation to the Land Improvement Agreement made with Southland Catchment Board DEPOSIT HEREWITH a duplicate of a Land Improvement Agreement duly certified by me AND I CERTIFY that the Agreement is one that may be registered against the land hereinafter described AND I HEREBY APPLY for the registration of the Agreement against the land.

LAND AFFECTED BY REGISTRATION.

Name:

....

ALAN GRAEME FRASER

Situation:

Ardross Station, Wairaki Survey District

Total Area:

3278.07 ha Pastoral Lease and 202.2416 ha Fee Simple

en en activitation

DESCRIPTION OF PASTORAL LEASE:

ALL THAT parcel of land containing 3278.07 ha more or less being Run 559 Wairaki Survey District being all the land comprised and described in Pastoral Lease No. P28 entered in Register 206/5 Southland Registry

DESCRIPTION OF FEE SIMPLE:

ALL THAT parcel of land containing 202.2416 ha more or less being part Section 3 Block XXI and XXVII Wairaki District being also Lot 1 Deposited Plan 5278 being all the land described in Certificate of Title Volume 198 folio 142 Southland Registry

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DATED at Invercargill this

day of June 1979

Southland Catchment Board

# NOTE, ORIGINAL DOCUMENT CONTAINS A1 SIZE PLAN THAT IS NOT ABLE TO BE SCANNED.

Ref File Con/50269/12653/Z-ZNO 13-9-2001 to 28-2-02

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Document Ty	pe	Instrument		Request Id	16273	
Reference Number		FORESTRY R 215824.3		Userid	kirkdu	
Land District		Southland	×	Request Date	29/08/2001	
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Approved by the Registrar-General of Land, Wellington. No. 065547

**NEW ZEALAND** 

# MEMORANDUM OF TRANSFER

Southland Land Registry Office WHEREAS BRADLEY & WHITING FARMING COMPANY LIMITED at Ashburton (hereinafter together with its administrators and successors in title called "the Grantor") is registered as proprietor of estates FIRSTLY in fee simple and <u>SECONDLY</u> in leasehold both estates subject however to such encumbrances liens and interests as are notified by memoranda underwritten and are more particularly comprised and described in the Schedule below ("the Grantor's land")

hankinster adalaha Krastera Rochy rochen arpiana niene nienen ni dikaka sinalak bermundisi kurnataininersisis dikada antianir

estateS	1) FEE SIMPLE 2) LEASEHO	LD <b>XXENXEX</b> (Delete those which do not	NACH MIMINER NEW COLOR COLOR CALLAR CAL
	С.Т.	AREA	LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION OR DOCUMENT NO.
1).	198/142	202.2416 ha	Lot 1 on Deposited Plan 5278
2)	206/5 Then (p28) aNA 30, (193 aNA 30, (193 GIONAL AND	3277.9537 ha	Run 559 Wairakei Survey District (together with a right of way over part of Run 560 Takitimu Survey District)

SCHEDULE A

ENCUMBRANCES, LIENS AND INTERESTS

Both titles being SUBJECT TO Land Improvement Agreement 047326.1 and (1)-206/5 subject to <del>Subject to Mortgage 187039.6 (2)</del> subject to Forestry Mortgage 187039<sup>th</sup> consideration of one pine cone, remeint of which Encouragement the Grantor hereby acknowledges, Agreement No 235919

AND WHEREAS GEORGE STANLEY BROWN of Ashburton, Chartered Accountant (hereinafter together with his administrators and successors in title called "the Grantee") desires to purchase established woodlots on blocks of land as indicated outlined in white on the aerial photograph attached hereto (hereinafter called "the woodlot areas")

### FORMAL GRANT

Now therefore \* for x no xoonsideration the Grantor <u>HEREBY TRANSFERS AND GRANTS</u> to the Grantee a forestry right within the meaning of the Forestry Rights Registration Act 1983 over the woodlot areas for a term of years commencing on the 8th day of September 1993 expiring on the 30th day of September 2030) and the Grantor <u>COVENANTS WITH AND GRANTS</u> to the Grantee and his officers, employees, agents, contractors and invitees the full free and exclusive liberty and power from time to time:

- a) to manage, protect, harvest, store, carry away and sell trees on the woodlot areas
- b) for the purpose of exercising such rights and of carrying out its duties hereinafter defined to have and enjoy such rights of access to and from the woodlot areas and of construction as are hereinafter defined;

to the intent that the rights herein recorded shall constitute a forestry right within the meaning of the Forestry Rights Registration Act 1983 and it is hereby agreed and declared by and between the parties hereto as follows:

#### 1. TECT

The goal of the parties is to provide a form of ownership of the woodlot areas that can be registered under the Forestry Rights Registration Act 1983 subject as hereinafter appears and as nearly as possible conferring on the Grantee the right of full ownership of the woodlot areas in respect of the terms of occupation thereof as if it were in fact registered as proprietor of the fee simple of the woodlot.

#### 2. INTERPRETATION AND DEFINITIONS

In this instrument, unless the context otherwise requires:

- a) The singular includes the plural and vice versa.
- b) The male gender implies the female and neuter gender.
- c) "Woodlot" means trees established on the woodlot areas.

#### 3. GRANTOR'S COVENANTS

#### 3.1 Fencing

At its own expense to fence and/or to continue to keep fenced the boundaries of the woodlot areas.

#### 3.2 Buildings

To allow the Grantee to construct upon the woodlot areas such buildings including a dwellinghouse, plant and other works as may be necessary or convenient for the full enjoyment of this grant and to allow the Grantee to remove the same on expiry or sooner determination of the term.

#### 3.3 Grazing

To graze livestock on planted and unplanted portions of the woodlot areas subject to any restrictions imposed by the Grantee if in its opinion damage is being caused or is likely to be caused to the trees.

#### 3.4 Charges Rates Levies and Tax

To comply with the provisions of all mortgages, leases, licences and charges given over the woodlot areas, and to pay all local body rates, taxes and charges levied in respect of the woodlot areas over which the Grantee has retained forestry rights during the term of this Agreement.

#### 3.5 Access

- a) To provide reasonable access to and from the woodlot areas through land of the Grantor defined in the Schedule and to allow the Grantee and its officers, employees, agents, contractors and invitees the use of all tracks, bridges and culverts on the access strips, but provided that the Grantee shall not cause any unnecessary interference with the farming operations of the Grantor, and whenever practical maintenance and tending operations on the woodlot areas shall be schedule so as to cause minimum interference with farming operations.
- b) To provide the Grantee such site or sites the Grantee may reasonably require during the term of this Agreement for the purpose of storing timber in either a converted or unconverted state.
- c) To provide access to and from any sufficient source of water supply situated on the land defined in the Schedule hereto to allow for the Grantee and its officers, employees, agents, contractors and invitees the use of such water for the purposes of management, protection, harvesting and storage of the trees on the woodlot areas.

#### 3.6 Jerse Rights Not To Be Given

Not to do or omit any act, or grant to any person any rights, which may cause danger to the woodlot or impede or affect in any material respect the rights of the Grantee.

#### 3.7 Minerals

To allow the Grantee to use any clay, minerals or rock found within the woodlot area for the building and maintenance of roads and tracks on the woodlot area or necessary for access to it.

#### 3.8 Water Access Ways

Not to block, impede or pollute any water course on the Grantor's land without the Grantee's consent.

#### 3.9 Renewal of Pastoral Lease 28 Contained in Certificate of Title 206/5

To exercise the Grantor's statutory right to renew the registered lease described in the Schedule above for a further term of thirty three (33) years three (3) months prior to the expiration of the time for such renewal of the lease which expires on the 30th day of June 2023; and to give the Grantee written notice of - such renewal within one (1) month of the right of renewal being exercised. In the event the Grantor for the time being fails within the expressed time limits to exercise the statutory right it (the Grantor for the time being) hereby irrevocably nominates, constitutes and appoints the Grantee for the time being and any nominee of such Grantee to be the true and lawful attorney of the Grantor to exercise the Grantor's statutory right of renewal of the pastoral lease and insofar as this appointment may not be fully effective the Grantor for the time being hereby irrevocably covenants with the Grantee at any time to execute and give a fresh and proper appointment of the Grantee for the time being (or a nominee appointed for the purpose by the Grantee) to be the attorney of the Grantor for the time being for the specific purpose of enabling the said statutory right of renewal to be exercised.

#### 3.10 Registration

To produce title and co-operate in the registration of this instrument on the Grantor's title (together with any assignment by the Grantee) pursuant to the Forestry Rights Registration Act 1983 and the Land Transfer Act 1952.

#### 4. GRANTEE'S COVENANTS

#### 4.1 Insurance and Salvage

To insure the woodlot against damage by fire on the basis of compensation for loss with re-establishment of the woodlot. The Grantee will indemnify the Grantor against any liabilities arising under the Forest and Rural Fires Act 1977 and the Forest and Rural Fires Regulations 1979 with respect to the woodlot, but this shall not extend to any amount payable under an insurance policy rendered irrecoverable or void by an act or omission of the Grantor or its officers, employees, agents, contractors and invitees.

#### 4.2 Weed Pest and Other Regulatory Controls

To pay all costs of protecting the woodlot areas from fungi, disease, insects and pests, and other threats that can be economically prevented or treated; and to comply with all Acts, Regulations and By Laws and any amendments or substituted legislation relating to the woodlot areas and their afforestation including:

- a) The Noxious Plants Act 1978
- b) The Water and Soil Conservation Act 1978

- The Agricultural Pests Destruction Act 1967
- a) The Wild Animal Control Act 1977
- e) The Land Drainage Act 1908
- f) The Resource Management Act 1991

#### 4.3 Land Restoration

Within one (1) month after the expiry of this Agreement to: remove any improvements on the woodlot areas, unless the Grantor agrees that they may remain; remove all trees grown on the woodlot areas except for those the Grantor may agree to purchase; and have the woodlot area in a clean and tidy condition suitable for replanting trees.

4.4 Water and Soil Protection

Not to block, impede or pollute any water course on the Grantor's land without the Grantor's consent.

- 4.5 Forest Management
  - a) To tend, protect and manage the woodlot to ensure the health, vigor and marketability of the trees in accordance with the Objectives of this Instrument.
  - b) To harvest the woodlot in accordance with the most efficient timber felling practices.
- 4.6 Roading

Where existing road access to the woodlot areas is inadequate for forestry purposes, the Grantee may construct such road works which are reasonably necessary for such purposes and to meet the full costs of such road works and maintenance thereof.

- 4.7 The Grantee will from time to time and at all times during the term hereby created repair and renew and keep in good serviceable substantial and working repair order and condition (depreciation from fair wear and tear and damage by fire and inevitable accident without neglect of the Grantee always and alone excepted) all buildings gates bridges and other erections or improvements and all parts thereof now or hereafter during the said term situated or erected upon or about the woodlot areas and will at one (1) month after the expiration or sooner determination of the said term quietly yield up to the Grantor the woodlot areas and the said parts thereof in the like good serviceable substantial and working repair order and condition except as aforesaid.
- 4.8 The Grantee will not allow or permit any firearms or other weapons to be used or brought on the woodlot areas without the prior written consent of the Grantor on each occasion being first had and obtained.

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5. MUTUAL COVENANTS

5.1 That neither party by itself or its officers, employees, agents, contractors and invitees shall carry out any act, or allow any act to be carried out or omission to take place, which may result in the woodlot being damaged or destroyed; or any injury or damage occurring to livestock, buildings, vehicles, equipment, roads or other assets belonging to either party; and each party shall indemnify the other for all claims, demands, loss or proceedings resulting from such an act or omission; or make reimbursement to the other as the case may require.

5.2 Use of Chemicals

Not to use any chemical substances in a manner which could damage the woodlot or the pasture, crops, livestock, trees or other assets of either of the parties or on neighbouring properties.

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#### 5.3 Assignment

That assignment of rights under this instrument is permitted and following assignment the Grantor and the Grantee shall be released from their respective liabilities hereunder except for any outstanding at the time of assignment.

5.4 That the Grantee shall have all necessary power and authority to cut remove and dispose of all trees timber and other wood produce grown on the woodlot areas and retain the proceeds thereof.

#### ARBITRATION 6.

All disputes and differences between the parties hereto touching any of the matters arising out of this instrument shall be submitted to the arbitration of a single arbitrator if one can be agreed upon or to a single arbitrator appointed by the President of the Wellington District Law Society; such arbitration to be carried out in accordance with the provisions of the Arbitration Act 1908 or any then statutory provisions relating to arbitration.

#### PASTORAL LEASE 7.

- 7.1 It is hereby declared that the provisions of this transfer are expressly subject to the terms and conditions of Pastoral Lease 28 contained in Certificate of Title 206/5.
- 7.2 The Grantor hereby covenants with the Grantee that as at the date of the execution of this Instrument it has complied with and will continue to comply with the terms and conditions of Pastoral Lease 28 contained in Certificate of Title 206/5.
- 7.3 In the event the Grantor fails to comply with the terms and conditions of Pastoral Lease 28 contained in Certificate of Title 206/5 it hereby irrevocably nominates, constitutes and appoints the Grantee and any nominee of the Grantee to be the true and lawful attorney of the Grantor for the purpose of doing any act, matter or thing or executing any document required to remedy any default under the Pastoral Lease 28 and to secure, by way of mortgage over the Lessee's interest in the Pastoral Lease 28 if required, the cost of any such action and in so far as this appointment may not be fully effective the Grantor for the time being hereby irrevocably covenants with the Grantee to execute and give a fresh and proper appointment of the Grantee for the time being to be the attorney of the Grantor for the time being for the specific purpose of remedying any default under Pastoral Lease 28.

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IN WITNESS WHEREOF these presents have been executed this One thousand nine hundred and ninety three (1993)

> TME Nilon, 52.41 O.

presence of:

THE COMMON SEAL of

BRADLEY & WHITING FARMING

COMPANY LIMITED as Grantor

was hereunto affixed in the

A DURECTONZ