

Crown Pastoral Land Tenure Review

Lease name : CAIRNHILL

Lease number: PO 083

Due Diligence Report (including Status Report)

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

June 105



TENURE REVIEW DUE DILIGENCE REPORT TO THE COMMISSIONER OF CROWN LANDS

KF REF:

Po 083

LINZ REF:

CASE NO:

LEASE NAME:

Cairnhill

LESSEE:

Grant Haig Hamilton

LOCATION:

The Cairnhill Pastoral Lease is located in the Knobbies District on the eastern side of Lake Roxburgh (Clutha River), 7 kms north-east of the Roxburgh Hydro Dam. Roxburgh, the nearest centre, provides most social and farm services and is some 20 kms to the south. Alexandra is 46 kms to the north and Dunedin, which is the closest city, is 1.75 hours by road.

DATE OF THIS REPORT:

21 June 1999

LEASE DETAIL:

Land Tenure:

Pastoral Lease under Section 66 of the Land Act 1948. Lease No.

P83.

Legal Description:

Run 570 Blocks XIII and XIV Cairnhill Survey District, Run 262F Blocks XIV and XV Cairnhill Survey District and Block XIII Teviot Survey District, Run 262I Block XIV and XV Cairnhill Survey District and Blocks XIII and XIV Teviot Survey District being all that land contained in Certificate of Title 386/18 (Otago

Registry).

Area:

2919.0684 hectares (Reduced from original lease area by 24 acres

3r 12p)

Term:

33 years from 1 July 1989 to 30 June 2022

Rental Value:

\$150,000.00

Annual Rent:

\$2,250.00

Date of Next Review: Lease Stock Limit 1 July 2000 2860 sheep

Personal Stock Limit

5010 sheep (including not more than 3800 ewes and 400 wethers).

A block limit on the River Face Block of 900 hoggets for up to

three winter months

LAND STATUS REPORT SUMMARY:

Land Status Report prepared by approved person attached.

SUMMARY OF FEATURES FROM TOPOGRAPHICAL AND CADASTRAL DATA:

No communication sites are marked on the above maps or are known to exist from field officer knowledge. No major power transmission lines cross the property.

No riparian margins are recorded on the property. A LINZ file Dunedin has a note for action on lease renewal in 2000. (A valuation report to the Commissioner at renewal in1987 identifies only the Clutha river as being over the 3 metre requirement and states that a reserve already exists? This is thought to be the margin taken for power development.) A Esplanade provision along the Lake Roxburgh margin is contained in the Central Otago District Plan and appears to be based around the above Lake Roxburgh Operating Easement. These may not satisfy the requirements of riparian margin and will require investigation.

One boundary adjustment has occurred with the taking of 24 acres of land under the public works act for power development along the Clutha River in 1967. This alteration appears to be correctly carried out with subsequent alteration to lease area.

All fenced boundaries are on their legal line as far as can be determined without a full survey.

No historic sites are marked on legal, cadastral or district planning maps. Mining site remnants are known to exist along the margin of Lake Roxburgh but none of significance are recognised. The possibility of one or two stone "Cairns" alongside the Old Coach Road, worthy of some form of protection, may be situated on the lease.

The lease has five legal roads affecting it.

- 1. The metalled, fenced, well maintained Knobbies Range Road runs along the Eastern boundary of Run 262. As far as be ascertained it is sited on the correct legal line.
- 2. The Old Coach Road that runs between Runs 626F and 626I is unfenced and roughly formed, suitable for 4 wheeled drive vehicles. It appears to follow the legal line.
- 3. A short section of legal road that cuts from the homestead to the neighbouring property of "The Knobbies" is unfenced and of good farm track status roughly following the legal line.
- 4. A short section of legal road cuts through Run 262I on the crest of the ridge to the East of Speargrass Creek. This is unfenced and most of it is in rough farm track status. Generally it appears to follow the legal line. A short section on the northern end leading into Matangi Station is unformed.

5. The Eastern boundary of Run 262I has a legal road along its edge but is fenced to the outside and is in rough farm track condition.

SUMMARY OF LEASE DOCUMENT (CERTIFICATE OF TITLE):

The legal description, area, base stock limitation and commencement date of the Pastoral Lease on records held by Knight Frank are in agreement with the Certificate of Title (368/18 Otago Registry).

No non standard covenants exist on the Lease.

Apart from mortgage registrations and ownership transfer of shares in the family trust the only significant entries are:

289888 Compensation agreement pursuant to Section 17 of the Public Works Amendment act 1948

registered 19 August 1965. (Discharged 27 June 1965)

X 16174 Electricity Agreement under section 8 of the electricity Amendment Act 1948 produced 7 September 1954.

299904 Gazette notice declaring the leasehold interest in 24 acres 3r 12p be taken for Development of Water Power (Roxburgh Power Project) registered 11 May 1966.

The reduced area at 2919.0684 ha is marked correctly on the CT map.

817915 Memorandum renewing the term of the lease for a further period of 33 years commencing on 1 July 1989 and fixing the rent at \$2,250.00 calculated on a rental value of \$150,00.00. Registered on 11 November 1992.

No additional agreements or soil conservation encumbrances exist.

No Easements or right of ways are registered.

All documentation is in order with no further searching required at this stage.

(When determining the riparian margin requirements along Lake Roxburgh in the Draft Proposal the Gazette notice maps will have to be searched to determine their exact boundaries.)

DETAILS OF ANY NEIGHBOURING CROWN OR CONSERVATION LAND:

No unused or leased Crown or Conservation land, is involved with this property.

The Land Status check and DoC inventory book identifies no such land.

FILE SEARCH:

The records have been searched and all folios recorded by volume, folio, date, content summary, and categorised into four general categories (Title related/Unimproved Data/Conservation/Lease Administration) Hard copies of these are held on Alexandra Files by Knight Frank.(see Attachment 2 for details)

With the exception of some incorrectly numbered folios and a very few missing folios the records are complete. Confidence is held that all important data has been searched.

No uncompleted property actions were traced or potential liabilities have been identified.

This property appears to have had a routine history with few issues apart from one episode of channel clearing (without Crown approval) in Speargrass creek in 1985.

GOVERNMENT APPROVED PROGRAMMES APPROVED FOR LEASE:

No Catchment Board run plans have been carried out on the lease. The only involvement has been a joint cattleproofing proposal between Riverside Station (under Run Plan) and Cairnhill Station in 1975. All obligations related to this work have expired. (No title registration related to this).

The property was not involved in the Rabbit and Land Management Programme.

A Land Development Encouragement Loan was adopted in 1981 for pasture development by sod seeding and aerial oversowing. This mortgage was discharged from the title in 1996.

There are no Government Approved Programmes that would affect tenure review.

UNCOMPLETED ACTIONS AND POTENTIAL LIABILITIES TO THE COMMISSIONER:

The relatively uncomplicated history of this lease and the lack of possible complicating issues enables a fairly high degree of certainty to be given that potential liabilities to the commissioner are minimal. No uncompleted actions in the lease administration could be identified. All CT data and records match up with no anomalies. No un-discharged Compensation Agreements are on the CT.

Further investigation:

1. The exact legal boundary and status of the Lake Roxburgh margin will be required to be investigated for riparian margin requirements. No significant issues affecting the Commissioner should arise from this.

We are satisfied that we have fulfilled our duty of reasonable care, using the information we have available, to inform the Commissioner of all incomplete action and potential liabilities concerning the above named lease. No inspection of the lease has been undertaken.

We have relied on Land Status check and survey information provided to us by qualified persons as being true and correct.

Signed	for	Knight	Frank	(NZ)) Limited
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Consultant	9 18 199	Manager	11 18-199		

Approved/Declined				
Commissioner of Crown Lands		/	/	

Attachments

- (1) Recent title search for each tile considered.
- (2) Full list of information sources considered.
- (3) Land Status Check report from qualified person.

Attachment 2

List of Information Sources Considered

- (1) Certificate of Title 386/18 (Otago Registry).
- (2) Crown files for Pastoral lease Po83

Held by Knight Frank Alexandra

Volume 1 (opened 4/6/1915 Folios1-249) Last entry 27/10/61

Volume 2 (opened 27/10/1961 Folios 251-385) Last entry 29/4/86

Volume 3 (opened18/06/1988 Folios 386-442)Last entry 19/03/99

LINZ Dunedin

7900/04/92 A (opened 25/6/1992 Folio 1) Last entry 26/5/92

LINZ Christchurch

CPLO 4/11/12452 (opened 6/05/98 Folios 1-8) Last entry26/5/99

(3) Cadastral Maps

NZMS 261 G43-Roxburgh

NZMS 261 G42- Alexandra

(4) Topographical Maps

NZMS 260 G43-Roxburgh

NZMS 260 G42- Alexandra

- (5) Otago Conservation Management Strategy Land Inventory Document
- (6) The Central Otago District Scheme Plans plus maps

UNDER THE OFFICIAL IN S OHAL ័ព្ទៈ។ Pegs fired in the Law Refuger offerer & but for the fast transfer for the file file of the Now RL CCL NEW ZEALAND James as a Renewal of for 3 D JUL 1956 and in the Register-book, Vol. 386 foi, 18 Former Reference 30 € day of July NOTA O'O 290 251 9 198 18:31 AND DISTRICT Fee: S 1 15 2 -1256, or 11-31 o'clock Abstract No. 501 10 Aco ease of Pastoral Land under the Land Act 1948 Land Registror. No. P.83 This Deed, made the fine between HIS MAJESTY THE KINE (who) one there and nine little feel and fifty-six is bertinalter referred to as 'the Lessor'), of the ene part, and 'ECCHURGH' (who, with his executors, chainistrat us, and permitted assigns, incrementer referred to as 'the Lessor'), of the other part, WITNESSITH that, in consideration of the rent hereinafter reserved, and permitted assigns, conditions, and agreements herein contained or implied and on the part of the lessor to be paid, decreved, and performed, the Lessor duth hereby draise and lease unto the Lessor All those pieces or parcels of land containing by admeasurement roots and performed the performed the second to be performed to the classor of the part of the lessor duth the paid, described and containing by admeasurement roots and perches, a little more or less, situated in the Land District of Otago Perhes, and being Run 570 Cairnhill Survey District and Runs 262F and 262I. DOUGLAS HAIG HAMILTON (hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn beroon and therein coloured red in outline; tegether with the rights, easteneds, and appartenances thereto belonging. TO HULD 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 and thousand nine bundred and fifty-six to the period between the date of this lease and the aforesaid first day of July, one thoutand nine hundred and fifty-six.
Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Ottogo the clear annual rant of One hundred and ...
Torty-five without demand by equal half-yearly payments in advance on the 1st day of January and the lat flay of July in each and every year during the said term. And also paying in respect of the improvements specified in the Colosiele hereto the sum of diagram hy a deposit of of) (the receipt of which gam is lifetely acknowledged) and thereafter (£) half-yearly instalments of pounds shillings pane (£ :) on the 1st day of January and and _____ pauce (1) Tet day of July in each year in the same ... THAT the Lebest will fully and panetrally pay the rent hereinbelous reserved at the linest resents, and onlycings whateverse that new are or hereafter may be appeared, levied, or pays. reserved at the times and in the manner hereinbefore cannot in that behalf; and also will pay and discharge all rates, lazes, exist, levied, or payable in respect of the said land or any port or parts thereof cluring the eard terms. which reference on the said land, and thereafter throughout the term of the feares will made continuously on the said land, use and begind and will not transfer, usign, robbt, mortgage, charge, or post with precession of the said land or any part ideal that approval will not to necessary in the case of a mortgage to the Crown or to a Department of State. 3. THAT the Lesses will hold and use the and land loos fall for fix one rest without the previous approval of the Land Settlement Board. Provide THAT the Lesses will at all times farm the said land diffigurity and of 5. THAT the Lesses will throughout the term of his lease to the satisf missioner of Crown Lands for the Land District of the Land District of Otago thereinance referred to as will comply ethicily with the provisions of the Nozions Wreds Act, 4538, 1950. 6. THAT the Lemes will keep the said land free from wild animals, rabbits, and ed gravelly comply with the provisions of the Rubbit Knisanos Act, 1928. 7. THAT the Leave will clean and clear from weeds and keep open all erects distinguished after the commencement of the terro of the leave; and will result yet the and watercourses upon the said hand, isolading any brains or direbes which may be constructed by imissioner after the eo water flowing therein. 8. THAT the Leaves will at all times during the said term repair and maintain and keep in good substantial repair, a stilled in the Schedule hereto which are being purchased by the Leaves) now or hereafter empted to the gold land, and specified in the Schedule hereto which are being purchased by the 9. THAT the Lease will insure all buildings belonging to the Crown (including them specified in the Schedule herelo which are being purchased by the Leases) in their fall insurable value in the name of the Commissioner in some immension office approved by the Commissioner and will pay all prefations falling due under a the Commissioner every such policy and, not later than the formsoon of the day on which any such purmium becomes payable, the receipt for that premium. ecified in the Schedule hereto which are being purchased by the Leasee) now or hereafter exected on the said land. Ed by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit 10. THAT the Lesses will not throughout the term of the lease without the prior comment of the Commissioner, which comment has be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fall, sell, or rectors any timber, are, or bosh growing, standing, or fring on the said land, and that he will throughout the term of the lease prevent the destruction of any each timber, tree, or bash unless the Commissioner otherwise approves: ed that the consent of the Commissioner as aformaid thall not be necessary the said land nor where the timber or tree has been planted by the Lexec-11. THAT the Leeses shall not, except for the purpose of complying with any of the provisions of the Nassella Terenck Act, 1915, burn any seck, acrub, form, or grass on the said land to be burned, nuless in either the be rhall have obtained the prior consent in writing of the Compositions as the Commissioner may deen naceteary. ock Act, 1916, burn any tursock, sernit, fern, or gener on the mid land, nor permit any in writing of the Commissioner, which consent may be given subject to such terms 13. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egrees, and regrees over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is inducted with deer, wild goats, wild pigs, opcomes, or other animals which the said Department is charged with the daty of exterminating or controlling, or for the purpose of destroying any such animals: wided that such officers and employees in the performance of the said duties shall at all times avoid modes disturbance of the Lemes's stock.

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

(e) THAT the Leases shall have the exclusive right of pasturage over the said hand, but shall have no right to the soil.

(b) THAT the Lesses shall have no right, title, or chim whatsoever to any minerals (within the meaning of the Level Act, 1918) on or under the surface of the soil of the said land in favour of the Commissioner or of any person authorized by him and of all engaged in the working, extraction, or removal of any mineral or or ander the engaged in the working, extraction, or removal of any mineral or or ander the engaged in the working, extraction, or removal of any mineral or table belonging to the Leave 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 situated within our panels of a yand, garden, orchard, vineyand, nursery, or plantation, or within 100 hardwood any building advertising not be time being under situated within 100 hardwood any building advertising nursery.

Provided also that the Lasses may, with the prior concert in writing of the Commissioner, which comment may be given subject to such conditions as such minerals for any agricultural, pactural, becacheld, readmaking, or building purpose on the said land, but not otherwise.

(c) THAT upon the expiration by effurion of time of the term hereby granted and thereafter at the expiration of conherenceeding term to be granted to the Lessee the onigning Lessee shall have a right to obtain, in accordance with the provisions of excision 56 (5) of the Land Art, Note, a new bears of the land hereby lessed at a rent to be determined in the manner presented by Part VIII of the solid Art for a term of thirty-three years computed from the expination of the term bertly greated and subject to the kenne covenants and provisions as this lesse, including this present provision for the transval thereof and all provisions conflicted the relation tireto.

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"RELEASED UNDER THE OFFICIAL INF 817915/2 Transfer of his 1/2 share Douglas 11.10.1978 at 9.7 am Haig Hamilton to Douglas Haig Hamilton mores abovenamed and Noreen Alicia Hamilton of Roxburgh, Married Woman as tenants in common in the said shares - 11.11.1992 at 10.15am A.L.R. 1را32 Variation of Mortgage 3096ل -21.8.1979A.L.R. at 10.31 am 817915/3 Transfer of 1/2 of their 1/2 share Douglas Haig Hamilton and Noreen Alicia Hamilton to Grant Haig Hamilton of Roxburgh, Farmer, Grant Lloyd Wilson of Dunedin, 538423 Transfer of their 1/3 share Haig Hamilton and The Trustees Executors Solicitor and Paul Morley Dodd of Auckland, and Agency Company of New Zealand Limited Accountant jointly inter se - 11.11.1992 at to Grant Haig Hamilton of Roxburgh Farm 10.15am - 21.7.1980 at 12.15 pm **GISCHARGED** 7915/4 Transfer of their 1/4 share Douglas to The Rillian banding and on of New registro 19.1.1981 g Hamilton and Noreen Alicia Hamilton to 547803/1 Mortgage to T Finance Corporation of Int Haig Hamilton abovenamed - 11.11.1992 10.15am at 2.16pm DISCHARGE OF MORTGAGE A.L.R. 817915/5 Mortgage of his 3/4 share Grant 547803/2 Mortgage to The Stural Finance Corporation, of New 79 Banking and Haig Hamilton to Douglas Haig Hamilton and land -19.1.1981 Noreen Alicia Hamilton - 11.11.1992 at at 2.16pm 10.15am of his 2/3rd share A.L. 568091/1 Transfer of 1/4// share Douglas Haig A.L.R. Hamilton to Grant Haig Hamilton abovenamed -817915/6 Mortgage of their 1/4 share Grant Haig Hamilton, Grant Lloyd Wilson and Paul 16.12.1981 at 1.34 pm Morley Dodd to Douglas Haig Hamilton and Noreen Alicia Hamilton - 11.11-1992 at 10.15am 568091/2 Variation of Mortgage 547803/1 16.12.1981 at 1.34 pm 1,7915/7 Mortgage of his 3/4 share Grant Haig Hamilton and Mortgage of their 1/4 sylpre the said Grant Haig Hamilton, Grant 568091/3 Variation of Mortgage 485623 -Your Wilson and Paul Morley Dodd to 16.12.1981 at 1.34 pm Wrightson Farmers Finance Limited -11.11.1992 at 10,15am A.L.R. 583163/1 Variation of Mortgage 547803/2 A.L.R. 22.9.1982 at 1.49 pm 912325/3 Variation of Mortgage 817915/7 -18.7.1996 at 11.09am morell 583163/2 Variation of Mortgage A. L. R. 912325/4 Memorandum of Priority ranking 22.9.1982 at 1.49 pm Mortgage 817915/7 as first mortgage, Mortgage 817915/5 as second mortgage and Mortgage 817915/6 as third mortgage -817915/1 Memorandum renewing the term of the 18.7.1996 at 11.09am within Lease for a further period of 33 years musavett commencing on 1.7.1989 and fixing for the first 11 years the annual rent at \$2,250.00 A.L.R. calculated on a rental value of \$150,000.00 -11.11.1992 at 10.15am

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CT 386(18)

952712.1 Transfer of the 1/4 share of Grant Haig Mamilton, Grant Lloyd Wilson and Paul Marley Dold to Grant Haig Hamilton and David Arnold Irvine Brent 952712.2 Transfer of the 1/4 share of Grant Haig Hamilton and David Arnold Irvine Erent to Grant Haig Hamilton and David Arnold Irvine Erent to Grant Haig Hamilton all 12.8.1998 at 11(00)

for DLR

