

Crown Pastoral Land Tenure Review

Lease name : KELVIN GROVE

Lease number : PO 280

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.

May 09



**DUE DILIGENCE REPORT
TO THE
COMMISSIONER OF CROWN LANDS**

K F REF: Po280/1 **LINZ REF:** **CASE NO:**

Lease Name: Kelvin Grove **Lessee:** Paul Stewart Barrett, Helen Barrett,
David Stanley Velvin, Susan Lynette
Velvin (*each holding equal shares*).

Location:

The property is situated on the southern end of the Rock and Pillar Range on the easterly faces running down to the Strath Taieri. Middlemarch is some 7 kms from the homestead and Dunedin, some 35km distant, is the nearest major commercial centre. The property is long and narrow and contains flats and fans at the base of steep southerly hill faces of the Rock and Pillar Range. These steep faces and broad rolling range tops drained by McHardies Creek stretching back to the old Dunstan Road are contained within the lease. The lease is run in conjunction with 228 ha of adjacent freehold flats.

Date of this Report:

15 December 1999

Lease Details:

Land Tenure: Pastoral Lease under Section 66 of the Land Act 1948 and the Crown Pastoral Land Act 1998. Lease No P280.

Legal Description: Section 4 SO 24760 and part Run 598, Strath Taieri and Loganburn Survey Districts, being all the land contained in instrument of title CL A2/1199 Otago Registry.

Area: 2442.5384 hectares

Term: 33 years from 1 July 1995 to 30 June 2028

Rental Value: \$185,000

Annual Rent: \$2,775 plus GST

Date of Next Review: 1 July 2006

Lease Stock Limit:

3000 sheep (*including not more than 1430 breeding ewes*)
35 cattle (*including not more than 30 breeding cows*)

Personal Stock Limit:

3100 sheep (*including not more than 2200 breeding ewes*)
175 cattle (*including not more than 100 breeding cows*)

Overall limitation:

While run in conjunction with 228ha of freehold land:

5100 sheep (including not more than 4000 breeding ewes)
175 cattle (including not more than 100 breeding cows)

Block limitations:

None

Land Status Report Summary:

Land Status Report prepared by approved person attached.

Summary of Features from Topographical and Cadastral Data:

No communication sites or National Grid power transmission lines are shown on or crossing the property.

No marginal strips are shown on any of the watercourses on the lease.

The fenced boundaries have significant variations from their legal line in four areas:

- (1) On the southern boundary (near the main ridge crest) a triangular section of approximately 20 ha of the neighbouring property has been fenced into the lease.
- (2) At the western boundary of the Back Block an area of approximately 60 ha across the Old Dunstan Road is also shown as being fenced into the lease outside the legal boundary. (This fence line is verified by file maps held on Crown files by Knight Frank but the file maps may be out of date or incorrectly drawn).
- (3) On the northern boundary (near the main ridge crest) a triangular section of approximately 10 ha is shown as being fenced out of the lease.
- (4) A small area (approximately 8 - 10 ha) of the neighbouring property on the south western boundary appears fenced into the lease

Minor variations also occur along the northern boundary of the Back Block (see Attachment 4 for known variations).

One legal road skirts the northern boundary from the flats to the ridge crest outside the boundary, enters the lease for a very short distance (750 metres) then exits to the north.

Old topographical maps show this as “Bullock Tracks”. The road is unformed and is in a rough farm track condition .

The formed gravel “Old Dunstan Road” is outside the lease on the back boundary but appears to be partially fenced into it. The road is not open during the winter months.

Two small *huts* (*un-named as huts*) are shown to exist in the headwaters of McHardies Creek on the topographical map. From field knowledge these are known to be small stone Post and Telegraph huts of historic interest. (*Probably too modern to be covered by the Historic Places Act*).

No water races or significant features could be identified on the topographical or Cadastral maps.

The Proposed District Plan of Dunedin City and the Silverpeaks County Transitional Plan have no sites marked or issues that would affect the tenure review process.

Summary of Lease Document (Instrument of Title A2/1199):

The area, and commencement date of the pastoral lease on Crown files are in agreement with the Instrument of Title (*CL A2/ 1199 Otago Registry*).

No non standard covenants exist on the lease.

Apart from mortgage registrations, and routine transfers, the only significant entries are:

796889/2 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1 July 1995 and fixing for the first 11 years the annual rent at \$2,775 on a rental value to \$185,000 – 23 May 1995.

Part of the within land is now known as section 4 SO Plan 24760 (*1.0595ha*) 7 May 1999. See appellation 967083.1.

No right of way, mining privilege, un-discharged Compensation Certificate, or farm plan legal agreements are present on the lease document.

Details of any Neighbouring Crown or Conservation Land:

No marginal strips exist on any waterway or were created at lease renewal in 1995.

The property is situated in the Rock and Pillar Ecological District and conservation values were assessed under the Rock and Pillar Range Assessment in 1982/83 but the identified conservation values of the range tops and McHardies Creek have no legal status.

No other Crown Land has been identified.

File Search:

The records have been searched for the property (*Crown files held by Knight Frank 1938 - 1999 - 2 volumes and files held by LINZ Dunedin and Christchurch*) - see Attachment 2 for details. Confidence is held that all important data has been searched.

The property has an uncomplicated file history. The property was in the Howell Family from 1941 –1990 with few issues outside normal administrative matters. The initial rent proposed for the pastoral licence was challenged and reduced by Court Order.

Family ownership transfer, lease renewals, burning consents and stock limitation increases made up the bulk of the history. Crown *improvements (being fencing - £70)* were purchased by the lessee at lease renewal in 1962. A large escaped fire on Gladbrook Station in 1975 affected a very small area on Kelvin Grove (8 - 12 ha).

An application to reclassify the lease was made in 1980 but declined.

The lease was purchased by the current holders (*Barrett and Velvin*) in 1990 who live in Wellington and employ a manager. The same persons are also the shareholders in a company called Burgan Run Limited which farms a nearby run (*Po079 The Burgan*). Both properties are run together with stock being transferred between them.

Marginal strips requirements were assessed by the Chief Surveyor in 1992 for lease renewal. No marginal strips were required.

No recreation permits are issued for the lease.

No issues or uncompleted actions were identified on the files.

Government Approved Programmes Approved for Lease:

No Catchment Board farm plans have been undertaken on the lease.

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

Uncompleted Actions and Potential Liabilities to the Commissioner:

The following has been identified:

- (1) The fenced boundaries appear to have significant variations from their legal line that could affect tenure review. (*See Attachment 4 map for areas of known variations.*)

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.

Signed for Knight Frank (NZ) Limited

P. R. Dyer
Consultant 10 / 1 / 2000.

Gerritt R Taylor
Manager 14 / 1 / 00

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.
- (4) Map showing boundary variations from legal line.

**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

Project Number 6NLI11.01/026YD

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50177 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.



LAND STATUS REPORT for Kelvin Grove / The Burgan	LIPS Ref 12548
Property 1 of 2	

Land District	Otago
Legal Description	Section 4 SO 24760 and Part Run 598
Area	2442.5384 ha
Status	Crown Land held under Pastoral Lease P280
Instrument of title / lease	CL A2/1199
Encumbrances	None registered on lease.
Mineral Ownership	Mines and Minerals are owned by the Crown. The minerals were included in the transfer of the land to the Crown for settlement purposes.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	30 September 1999
[Certification Attached]	

Prepared by	G Patrick
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

Certified correct as to status

**Max Haydn Warburton
Chief Surveyor
Land Information New Zealand, Dunedin.**

41 10 /1999

LAND STATUS REPORT for Kelvin Grove			LIPS Ref 12548
Property	1	of	2

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.	Nothing found on file.
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LAND STATUS REPORT for Kelvin Grove		LIPS Ref 12548
Property	1	of 2

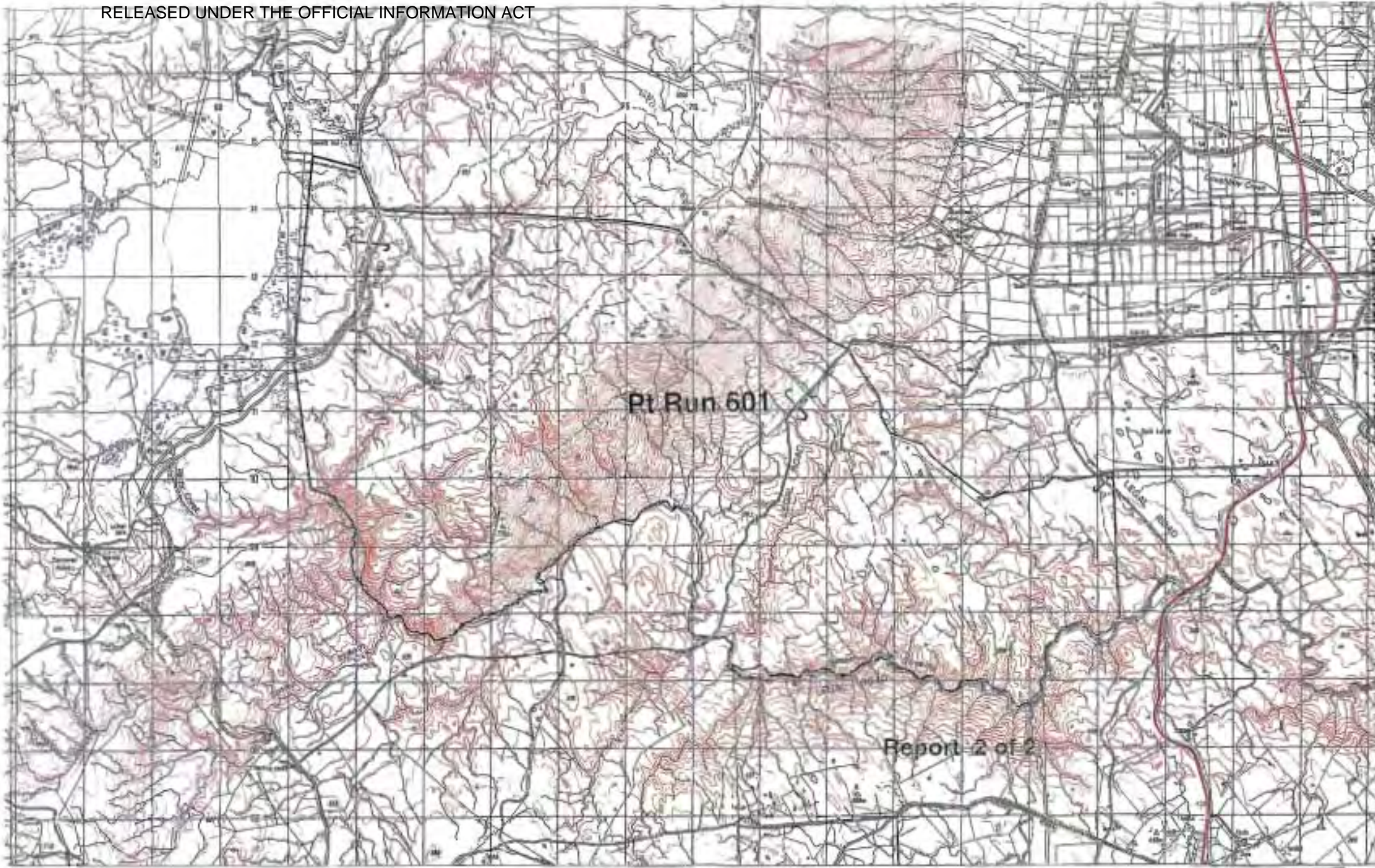
Research Data: Some Items may be not applicable

SDI Print Obtained	Yes /No
NZMS 261 Ref	H43
Local Authority	Dunedin City Council
Crown Acquisition Map	Kemp
SO Plan	SO 912 approved October 1919 being a plan of Part Runs 598 and 599. SO 913 approved October 1919 being a plan of Runs 596, 597 and Pts 598 – 600. SO 911 approved 1918 being a plan of Runs 596 – 599 Noted “See revised plan for runs 596 to 598”. SO 24760 approved February 1999 being a plan of Sections 1 –11.
Relevant Gazette Notices	Not applicable.
CT Ref / Lease Ref	A2/1199 Doc 882782 [Memo of Renewal] Memo of Transfer 67550.
Legalisation Cards	No card for SO 913. Card for SO 912 notes S24 Conservation Act 1987 provisions in respect Pt Run 599
Plan Index	Copy attached
CLR	Confirms Pastoral status.
Relocation Maps (if applicable)	H43 Nothing within or adjoining lease area.
VNZ Ref - if known	Not searched.
Crown Grant Maps	Not searched.
If Subject land Marginal Strip : a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) No. b) c)

LAND STATUS REPORT for Kelvin Grove			LIPS Ref 12548
Property	1	of	2

Research – continued

If Crown land – Check Irrigation Maps.	H 43 Nothing found.
Mining Maps	H 43 Nothing found.
<p>If Road</p> <p>a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989</p> <p>b) By Proc</p>	<p>a) SO Plan Not applicable.</p> <p>b) Proc Plan</p> <p>c) Gazette Ref</p>
<p>Other Relevant Information</p> <p>a) Concessions – Advice from DOC or Knight Frank.</p> <p>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>c) Mineral Ownership</p> <p>d) Other Info</p>	<p>a) Advised 24/9/99 by Knight Frank Ltd that lease not subject to recreation permit.</p> <p>b) None known.</p> <p>c) Either</p> <p><input checked="" type="checkbox"/> Mines and Minerals are owned by the Crown. The land was original granted under CT’s 13/151[Section 1] and 73/187 [Section 6] Block VIII Strath Taieri SD. Section 1 was granted under the Otago Waste Lands Act 1866 while Section 6 was granted under the Land Act 1877. The minerals were included in the Crown Grants were transferred to the Crown by Transfer 67550.</p> <p><input type="checkbox"/> Contained in [provide evidence].</p> <p>d)</p>



Kelvin Grove & The Burgan

Scale 1:50000

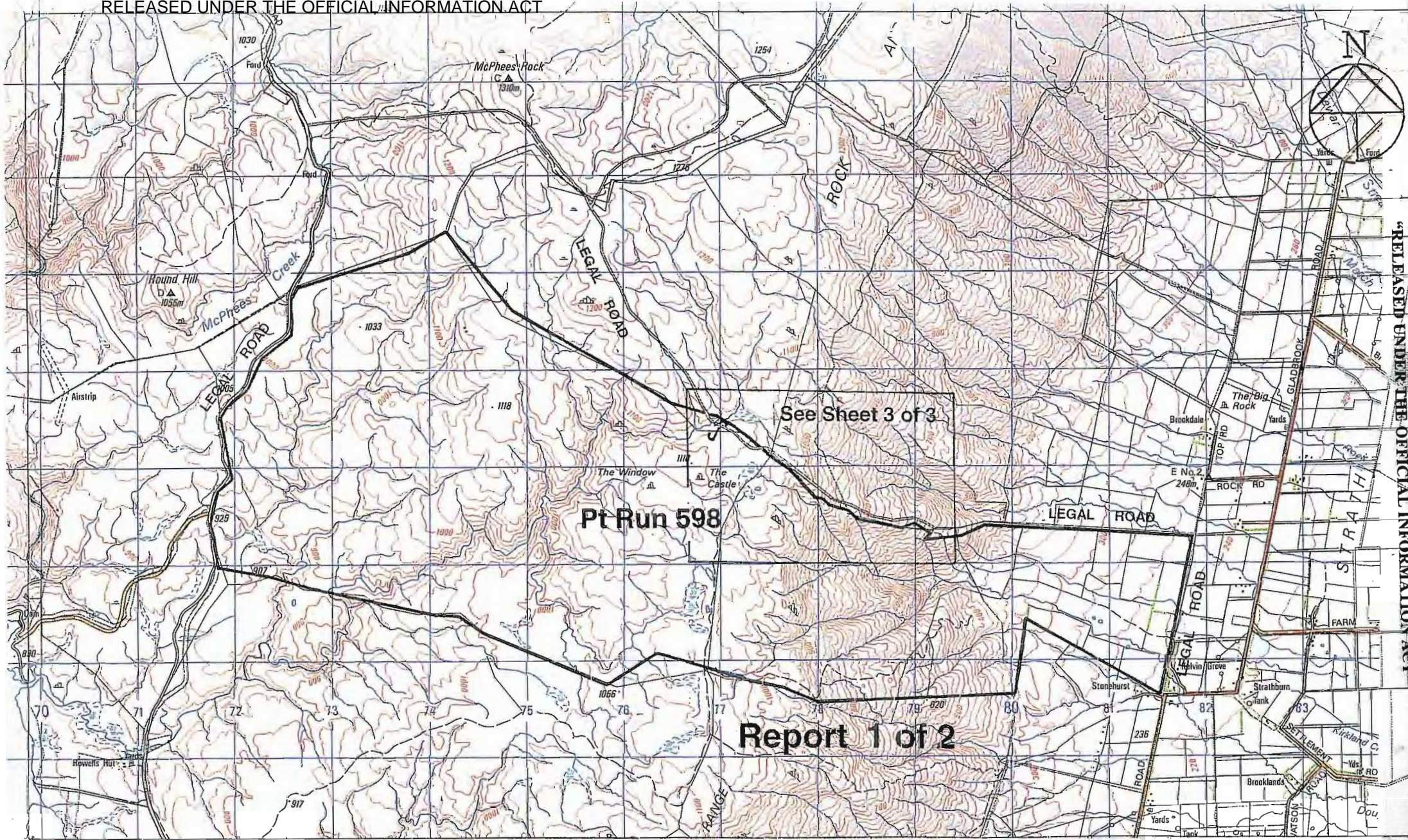


Version	1	2	3	4	5
Otago Land District					Sheet 1 of 3
NZMS 260 H 45					Date 23/9/1999



INTERNATIONAL CONSULTANTS

TOPOLINK NZ LTD (formerly) Datas Data Ltd - 100/1007th St, Invercargill 9804 or at 1-20/10000 Oxberry Way or at 11/10/97
 Contains information from 1:50,000 Digital Database/Topographic (DDB/D) © Crown Copyright 1999/2000



RELEASED UNDER THE OFFICIAL INFORMATION ACT

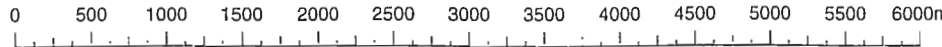
Pt Run 598

See Sheet 3 of 3

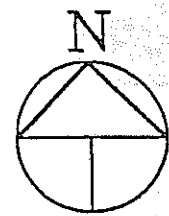
Report 1 of 2

Kelvin Grove & The Burgan

Scale 1:50000



Version	1	2	3	4	5
Otago Land District					Sheet 2 of 3
NZMS 260 H43					Date 23/9/1999



LEGAL ROAD

J

Pt Run 598

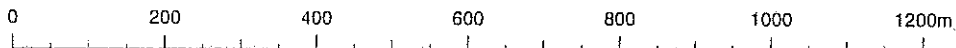
Sec 4
SO 24760

LEGAL ROAD

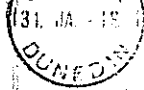
RELEASED UNDER THE OFFICIAL INFORMATION ACT

Kelvin Grove & The Burgan

Scale 1:10000



Version	1	2	3	4	5
Otago Land District	Sheet 3 of 3				
NZMS 260 H43	Date 23/9/1999				



MEMORANDUM OF TRANSFER.

W E WILLIAM MURRAY formerly of Melbourne in the State of Victoria and now of London England Merchant and JOHN ROBERTS C.M.G. of Dunedin in the Provincial District of Otago in the Dominion of New Zealand Merchant -----, being registered as the proprietors

(1) Here state nature of of an estate⁽¹⁾ in fee simple -----
the estate or interest.

subject, however, to such encumbrances, liens, and interests as are notified by memoranda

(2) District, County, Hundred, or Township. ----- those
underwritten or indorsed hereon, in all ~~that~~ pieces of land situated in the⁽²⁾ SUTTON and

(3) Here state the area, exclusive of roads intersecting the same, if any. -----
of STRATH TAIERI DISTRICTS ----, containing⁽³⁾ Five thousand two hundred and seventy three (5273) acres and Eight (8) poles -----

(4) Here state rights of way, privileges, or easements, if any, intended to be conveyed; and, if the land to be dealt with contains all that is included in an existing grant or certificate, refer thereto for description of parcels and diagrams; otherwise set forth the boundaries in chains, links, or feet, and refer to the plan delineated on the margin or annexed to the instrument, or deposited in the Registry Office. -----
be the same a little more or less,⁽⁴⁾ being Sections Numbered respectively Thirteen

(13) Fourteen (14) Fifteen (15) Sixteen (16) Seventeen (17) Eighteen

(18) Nineteen (19) Twenty eight (28) Twenty nine (29) Thirty (30)

Thirty one (31) Thirty two (32) Thirty three (33) Thirty five (35)

Thirty six (36) Thirty seven (37) Thirty eight (38) Thirty nine (39).

Forty (40) and Seven hundred and ninety six R (796^R) and part Section

Numbered Thirty four (34) Block Four (IV) and Sections Numbered ..

respectively One (1) Three (3) Four (4) Five (5) Six (6) Seven (7)

Eight (8) Eleven (11) and Twelve (12) Block Five (V) on the record

map of the said Sutton District and Sections Numbered respectively

One (1) Two (2) Three (3) Five (5) and Six (6) Block Eight (VIII)

and Sections Numbered respectively One A (1^A) Two (2) Three (3)

Twenty one (21) Twenty two (22) Twenty three (23) Twenty four (24)

Twenty five (25) Forty four (44) forty five (45) and Seven hundred

and ninety seven R (797^R) parts Sections Numbered respectively ..

Twenty six (26) and Twenty seven (27) and part Sections Numbered

respectively Twenty eight (28) Thirty nine (39) Forty (40) Forty one

(41) Forty two (42) and Forty three (43) Block Nine (IX) on the ..

record map of the said Strath Taieri District and being all the land

comprised in Crown Grants Register Books Volume 3 folio 241 Volume 4

folios 27 and 210 Volume 6 folio 44 Volume 13 folio 151 Volume 23 folio

72 Volume 47 folios 4 and 12 Volume 64 folio 71 Volume 73 folio 187 and

in Certificates of Title Register Books Volume 7 folios 153 and 154 ..

Volume 91 folio 138 Volume 143 folios 144, 145 and 208 and Volume 171

folio 298 and part of the land comprised in Crown Grants Register Books

Volume 12 folios 288 and 289 and Certificate of Title Register Book

Volume 114 folio 8 -----

in consideration of the sum of *Sixty one thousand five hundred and eighteen pounds*
eighteen shillings and four pence paid to ^{us} ~~me~~ by HIS MAJESTY THE KING -----

-----, the receipt of which sum ~~we~~ hereby acknowledge,

do hereby transfer to the said His Majesty the King

(2) Or a lesser estate or interest, describing such lesser estate.

all ^{our} my estate and interest in the said piece of land

In witness whereof I have hereunto subscribed ^{our} my name this

day of One thousand nine hundred and eighteen.

William Murray
By his attorney
John Roberts
John Roberts

Signed on the day above-named by the said

WILLIAM MURRAY by his Attorney

JOHN ROBERTS

----- in the presence of

John Roberts
John Roberts

SIGNED on the day above-named by

the said JOHN ROBERTS in the ..

presence of:-

John Roberts
John Roberts

1160



I JOHN ROBERTS S.M.G. of Dunedin in the Provincial District of Otago in the Dominion of New Zealand Merchant do solemnly and sincerely declare:-

1. THAT I have executed the foregoing Memorandum of Transfer for in the name and as the Attorney of William Murray therein named and described under and by virtue of a Power of Attorney bearing date the Ninth day of December 1892 from him to me and Charles Cairns Murray jointly and each of us severally a copy whereof is deposited in the Land Registry Office at Dunedin .. aforesaid as No. 1278 and a Deed of Revivor bearing date the Seventh day of March 1895 entered into by the said William Murray a copy whereof is deposited in the Land Registry Office at Dunedin aforesaid as No. 1279.

2. THAT the said Charles Cairns Murray is dead.

3. THAT I have not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1908".

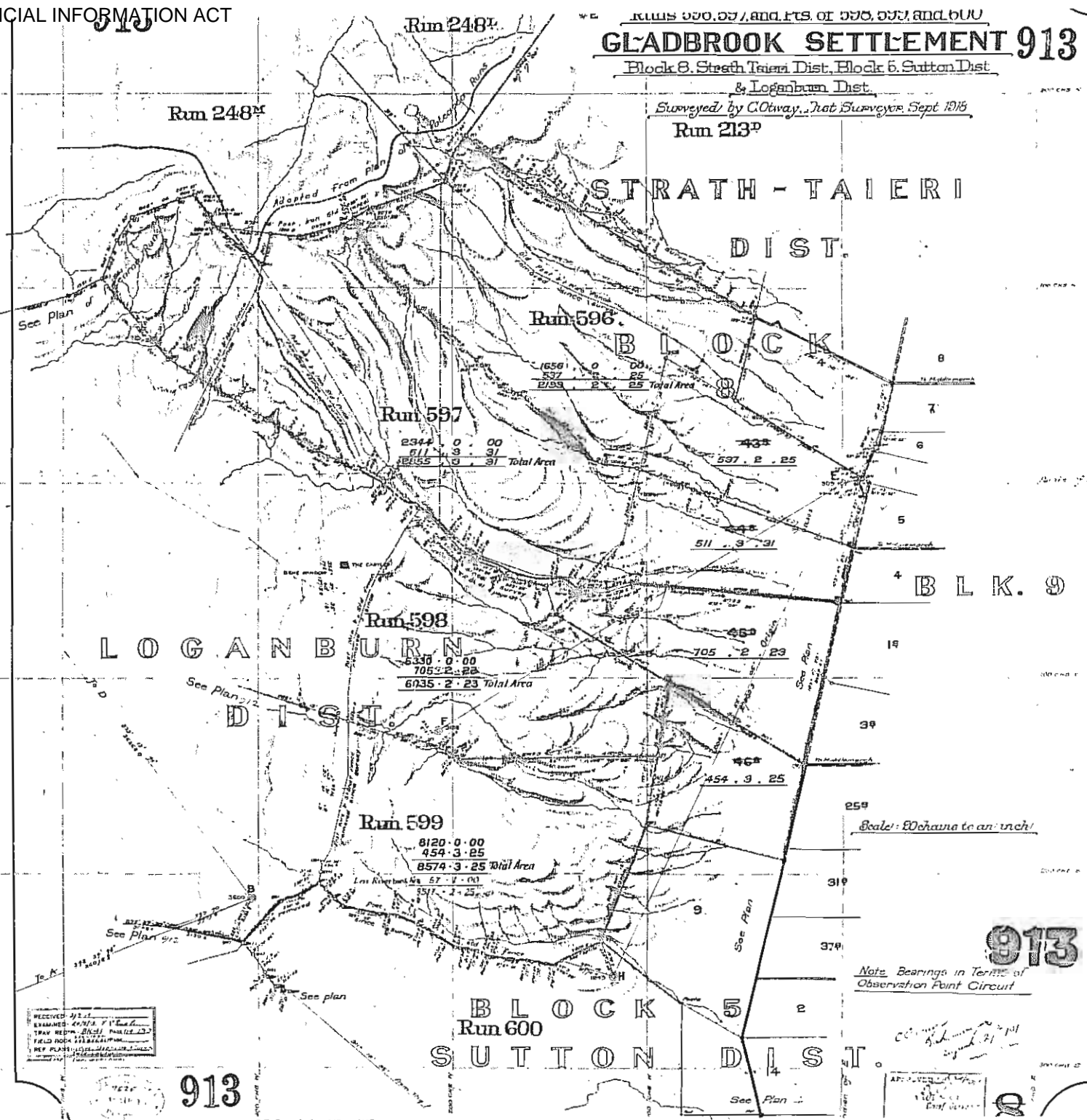
DECLARED at Dunedin aforesaid
this 21st day of
January One thousand nine
hundred and eighteen Before
me:-

A Solicitor of the Supreme Court of New Zealand.

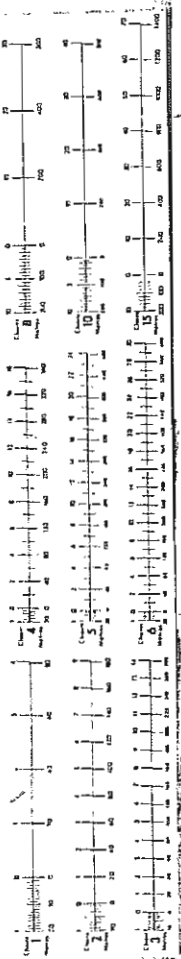
GLADBROOK SETTLEMENT 913

Block 8, Strath Taireri Dist, Block 6, Sutton Dist
& Loganburn Dist.

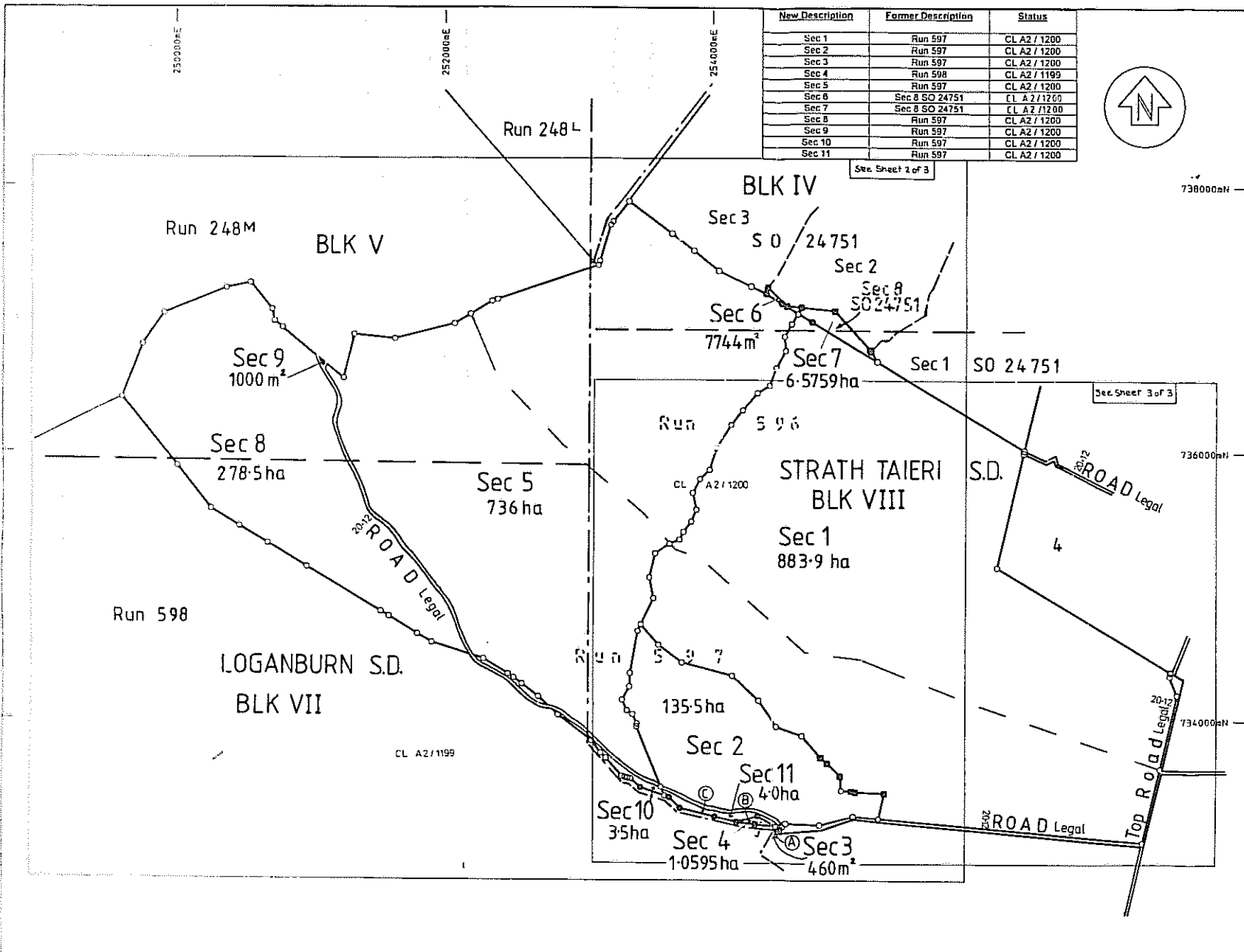
Surveyed by C. O'way, Nat Surveyor Sept 1918



DATE OF PHOTOGRAPHY
25/1/25



RELEASED UNDER THE OFFICIAL INFORMATION ACT



New Description	Former Description	Status
Sec 1	Run 597	CL A2 / 1200
Sec 2	Run 597	CL A2 / 1200
Sec 3	Run 597	CL A2 / 1200
Sec 4	Run 598	CL A2 / 1199
Sec 5	Run 597	CL A2 / 1200
Sec 6	Sec 8 SO 24751	CL A2 / 1200
Sec 7	Sec 9 SO 24751	CL A2 / 1200
Sec 8	Run 597	CL A2 / 1200
Sec 9	Run 597	CL A2 / 1200
Sec 10	Run 597	CL A2 / 1200
Sec 11	Run 597	CL A2 / 1200



Approvals
 Approved as to layout
 Signed by Murray Robert MacKenzie for and on behalf of HM The Queen.
 23 May 97

Approved pursuant to Section 223 of the Resource Management Act 1991 on the 23rd day of May 1997, subject to the amalgamation condition set out hereon.

That Sections 1, 2, 4, 7 & 11 hereon be held in the same Certificate of Title see (LRR 938541)

The Common Seal of the Dunedin City Council is affixed hereto in the presence of:

MAYOR
 CHIEF EXECUTIVE OFFICER

Pursuant to Section 224(c) of the Resource Management Act 1991 I hereby certify that all of the conditions of the subdivision consent have been complied with to the satisfaction of the Dunedin City Council.
 Dated this 23rd day of May 1997

CHIEF EXECUTIVE OFFICER

Schedule of Easements

Purpose	Shown	Servient Ten.	Dominant Ten.
Right of Way (pedestrian)	(A)	Sec 11 hereon	Sec 5, 6, 9 & 10 hereon
Right of Way (pedestrian)	(B)	Sec 4 hereon	Sec 5, 6, 9 & 10 hereon
Right of Way (pedestrian)	(C)	Sec 11 hereon	Sec 5, 6, 9 & 10 hereon

Note: Sections 2, 4 & 11 hereon will be subject of a land covenant

Total Area 2049-9558 ha

Comprised in CL A2/1200 (all), CL A2/1199 (pt)

Matthew John Suddaby of Cromwell Registered Surveyor and holder of an annual practicing certificate - or may act as a registered surveyor pursuant to section 25 of the Survey Act 1908 hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 in any regulations made in substitution thereof.
 Dated at CROMWELL this 22nd day of December 1997 Signature: *Matthew John Suddaby*

Field Book p. Traverse Book p.
 Reference Plans SO's 913, 5452, 24751
 Examined *MR* Correct

Approved as to Survey
 26/2/1999 *Matthew John Suddaby* Chief Surveyor

Deposited this day of 19
 District Land Registrar

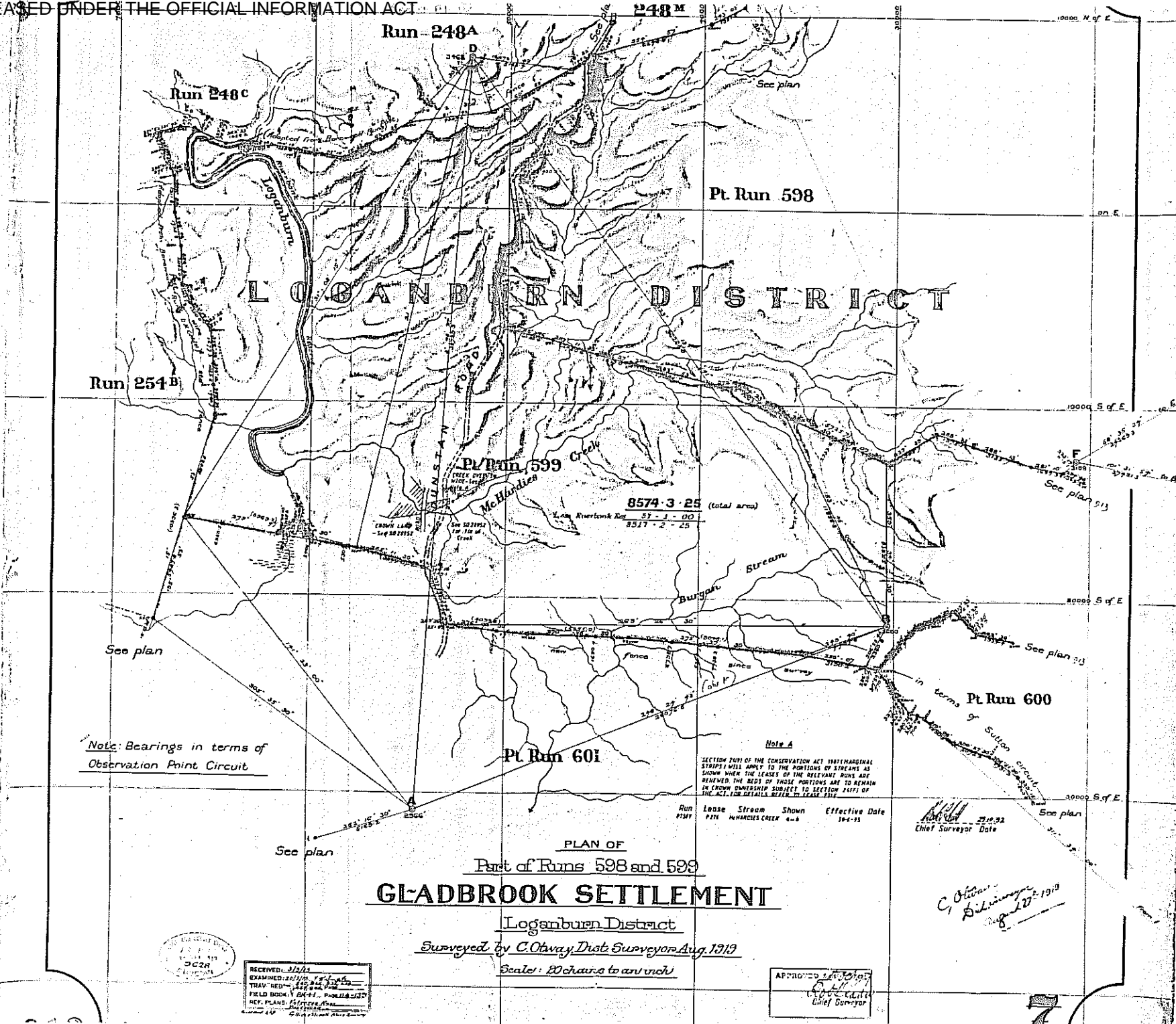
File Received 23/12/97 Instructions SO 24760

LAND DISTRICT OTAGO
 Blks IV, VIII Strath Taieri SD
 Survey Blk. X Dist Blks V, VII Loganburn SD
 NZMS 261 Sheet 1463 Record Map No.

SECTIONS 1-11 BEING SUBDIVISION OF RUNS 596, 597 & RUN 598 AND SEC 8 SO 24751

TERRITORIAL AUTHORITY Dunedin City Council
 Surveyed by C. Hughes & Associates
 Scale 1: 20000 Date March 1997

RELEASED UNDER THE OFFICIAL INFORMATION ACT



Run 254 B

Run 248 c

Run 248 A

Pt. Run 598

LOGANBURN DISTRICT

Pt. Run 599

8574.3.25 (total area)

Pt. Run 601

Pt. Run 600

Note: Bearings in terms of Observation Point Circuit

Note A
SECTION 248F OF THE CONSERVATION ACT (MARGINAL STRIPS) WILL APPLY TO THE PORTIONS OF STREAMS AS SHOWN WHEN THE LEASES OF THE RELEVANT RUNS ARE RENEWED THE BEDS OF THOSE PORTIONS ARE TO REMAIN IN CROWN OWNERSHIP OF SUBJECT TO SECTION 248F OF THE ACT FOR DETAILS REFER TO LEASE FILE

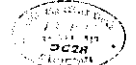
Run	Loose Stream Shown	Effective Date
5181	McHardies Creek	1919

23.10.32
Chief Surveyor Date

PLAN OF
Part of Runs 598 and 599
GLADBROOK SETTLEMENT
Loganburn District

Surveyed by C. Otway, Dist Surveyor Aug. 1919

Scale: 20 chains to an inch



RECEIVED: 23/10/32
EXAMINED: 23/10/32
TRAV. REC'D: 23/10/32
FIELD BOOK: 23/10/32
REC. PLANS: 23/10/32

APPROVED: [Signature]
Chief Surveyor

C. Otway
23.10.32

OFFICE BUT NOT UNDER THE LAND TRANSFER ACT. [L. and S. B.]

Issued as a Renewal of [or in Exchange for] Lease registered in Vol. 337 fol. 163

NEW ZEALAND 2 MAR 1962 DISTRICT OF OTAGO Abstract No. 15

Entered in the Register-book, Vol. 450 fol. 84 the REGISTER March 1962 at 9.33 o'clock. Assistant Land Registrar.

Pastoral Lease of Pastoral Land under the Land Act, 1948 No. P. 280



This Deed, made the first day of March, one thousand nine hundred and sixty-two between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and HERBERT OWEN HOWELL and JAMES WEIR HOWELL both of MIDDLEMARCH in the Dominion of New Zealand, as tenants in common in equal shares (who, with his executors, administrators, and permitted assigns, hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee ALL that piece or parcel of land containing by admeasurement 6,035 acres 2 roods and 25 perches, a little more or less, situated in the Land District of Otago Run 500, Loganburn and Strath Taieri Survey Districts ...

See diagram on separate sheet.

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July, one thousand nine hundred and sixty-two, together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and sixty-two. 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 Otago the clear annual rent of Two hundred and Five pounds (£205. - -) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) (the receipt of which sum is hereby acknowledged) and thereafter by (£) half-yearly instalments of shillings and pence (£) on the 1st day of January and the 1st day of July in each year in the same manner as rent.

AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-

- 1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1929, 1950.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1929, 1955.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or move them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Nascella Tussock Act, 1916, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
13. See back hereof.

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

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

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A2/1199.

2

21.9.99

- (d) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (e) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,--
 - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (ii) Crop such area of the said land as is sufficient for the use of himself and his family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (v) Surface sow in grass any portion of the said land;
 Provided that the lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.
- (f) THAT the Lessee shall exercise the care in stocking the said land and shall not overstock, and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed a rate of a ewe of a count of one for a dry sheep and of one and a half for breeding ewes.
- (g) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 146 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
- (h) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

Nil

Witness whereof the Commissioner of Crown Lands for the Land District of ... and these presents have also been executed by the said Lessee.

On behalf of the Lessor, both hereto and his

Signed by the said Commissioner, on behalf of the Lessor, in the presence of -
Witness: W. Williams
Occupation: Clerk
Address: Lands & Survey Department

[Signature]
Deputy Commissioner of Crown Lands.

Signed by the above named as Lessee, in the presence of -
Witness: A. Campbell
Occupation: [unclear]
Address: [unclear]

[Signature]
Lessee.

Signed by the above named as Lessee, in the presence of -
Witness: [unclear]
Occupation: [unclear]
Address: [unclear]

[Signature]
Lessee.

Clause hereinbefore referred to:

THAT without derogating from or restricting the covenants contained in clause four hereof 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 said land more than 3000 sheep which number shall not include more than 1750 breeding ewes nor more than 55 cattle which number shall not include more than 30 breeding cows PROVIDED HOWEVER that the Lessee may with the prior written consent of the Board carry such additional stock on such terms and conditions as may be therein specified subject nevertheless to the right of the Board to revoke or vary such consent at any time.

Deputy Commissioner of Crown Lands.
167750 to Francis Alexander Howell (the elder)
28.11.1956 at 11.30 am
A.L.R.

[Signature] Lessee. [Signature] Lessee.

280736
Transfer of his share Beresford Gums, Howell
Weir, Howell abovenamed - 18.12.1964 at

318889 Transmission of Mortgage 280741 to The Perpetual Trustees Estate and Agency Company of New Zealand Limited entered 18.9.1967 at 11.45 am

280741
Mortgage to Francis Alexander Howell (the elder)
at 2.22 pm
DISCHARGED
A.L.R.

373109 Mortgage to State Advances Corporation of New Zealand - 19.7.1971 at 12.6 pm
DISCHARGED
28 AUG 1987
A.L.R.

531357 Mortgage to Rural Banking and Finance Corporation of New Zealand - 12.3.1980 at 1.50 pm

CERTIFIED a true copy of C.T. 950/84 except as to colour and scale (sheet) of two sheets - for plan see sheet (2)
A.L.R.

560430 Variation of Mortgage 531357 - 25.8.1981 at 1.44 pm
A.L.R.

A.L.R.

A2
Folio 1199

21.9.99

LAMMERMOOR ROAD REGISTER

V
SUTTON S.D.

← STRATH-TAIRI S.D.

Run 597

Run 598.

Run 599.

6,035 - 2 - 23.

Run 248M

LOGANBURN

S.D.

EQUIVALENT METRIC
AREA IS 2,442.5324 Ha

CERTIFIED a true copy of C.T. 450/84
except as to colour and scale (Sheet 2
of two sheets - for memorials see
Sheet 1) *[Signature]* A. L. R.

Scale: 40 Chains to an Inch.

S.O. 912 & 913.

A2
Folio 1199

C.T. A2/1199

643637 Mortgage in the Rural Banking and Finance Corporation of New Zealand - 3.10.1985 at 9.17 am

DISCHARGED
28/10/1990
A.L.R.

21.9.99

685768/1 Certificate vesting Mortgage 373109 in the Rural Banking and Finance Corporation of New Zealand - 28.8.1987 at 10.08am

[Signature]
A.L.R.

738749/1 Transfer to Kenneth James Howell of Middlemarch, Farmer and Colleen Judith Howell of Middlemarch, Married Woman - 28.9.1989 at 9.29am

A.L.R.

DISCHARGED
28/10/1990
A.L.R.

738749/3 Mortgage to Kenneth James Weir Howell - 28.9.1989 at 9.29am

A.L.R.

768298/6 Transfer to Paul Stewart Barrett of Wellington Dental Surgeon, Helen Barrett of Wellington Married Woman, David Stanley Velvin of Wellington Medical Practitioner and Susan Lynette Velvin of Wellington Married Woman as tenants in common in equal shares - 28.11.1990 at 9.58am

A.L.R.

768298/7 Mortgage to Bank of New Zealand - 28.11.1990 at 9.58am

A.L.R.

882782 Memorandum renewing the term of the within Lease for a further period of 33 years commencing on 1.7.1995 and fixing (for the first 11 years) the annual rent at \$2,775.00 calculated on a rental value of \$185,000.00 - 23.5.1995 at 10.22am

A.L.R.

A.L.R.

Part within land is now known as Section 4 SO Plan 24760 (1.0595 ha) 7.5.1999 at 9.00 See New Appellation 967083.1

[Signature]
for RGL

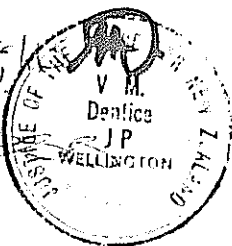
COPY

MEMORANDUM OF RENEWAL AND VARIATION
OF PASTORAL LEASE

IN THE MATTER the Land Act 1948

AND

IN THE MATTER of Pastoral Lease No P280 registered in
Volume A2 Folio 1199 Otago District
Land Registry from HER MAJESTY
THE QUEEN to **DAVID STANLEY
VELVIN, SUSAN LYNETTE
VELVIN, PAUL STEWART
BARRETT AND HELEN
BARRETT**

Helen.
A/C


- (1) Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume A2 Folio 1199 Otago Land Registry is renewed for a term of 33 years commencing on the 1st day of July 1995. The covenant to pay rent and the rental value contained in the lease is hereby varied by deleting the said covenant and substituting the following:

Yielding and paying therefore for the first 11 years of the said term unto the Commissioner of Crown Lands the annual rent of \$2,775.00 plus GST calculated on a rental value of \$185,000.00 payable without demand by equal half yearly payments in advance on the first day of January and the first day of July in each and every year during the said period of 11 years and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 132A of the Land Act 1948.

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

IN WITNESS WHEREOF the parties have hereunto subscribed their names this 23rd day of March 1995.

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

[Signature]
Commissioner of Crown Lands

Witness: *[Signature]*
Senior Land Administration Officer
Occupation: Department of Survey and Land Administration
Address: Wellington

SIGNED by the Lessee)
DAVID STANLEY VELVIN)
in the presence of:)

[Signature]
Lessee

Witness: *V. M. Dantico*
Occupation: *Retired*
Address: *22 Rennie Rd. - Kelburn*



SIGNED by the Lessee)
SUSAN LYNETTE VELVIN)
in the presence of:)

[Signature]
Lessee

Witness: *V. M. Dantico*
Occupation: *Retired*
Address: *22 Rennie Rd. - Kelburn*



SIGNED by the Lessee)
PAUL STEWART BARRETT)
in the presence of:)

[Signature]
Lessee

Witness: V. M. Dentice

Occupation: Relief

Address: 22 Remie Rd. - Kildun.



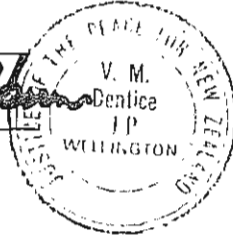
SIGNED by the Lessee)
HELEN MARY BARRETT)
in the presence of:)

[Signature]
Lessee

Witness: V. M. Dentice

Occupation: Relief

Address: 22 Remie Rd. - Kildun.



Handwritten notes: 7/83, [initials]

MEMORANDUM OF RENEWAL OF
PASTORAL LEASE

Particulars entered in the
Register as shown herein on the date
and at the time stamped below.

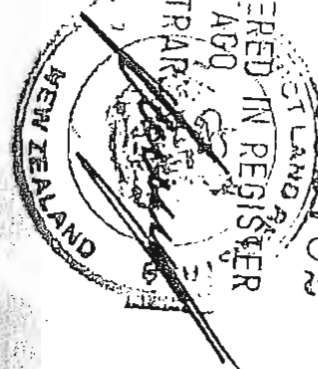
HER MAJESTY THE QUEEN Lessor

District/Assistant Land Registrar
of Otago

DAVID STANLEY VELVIN Lessee
SUSAN LYNETTE VELVIN
PAUL STEWART BARRETT
HELEN MARY BARRETT



16.22 23.MAY95
882782
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR
A2/1199



FILE COPY

LANDCORP PROPERTY LIMITED
DUNEDIN

Kelvin Grove

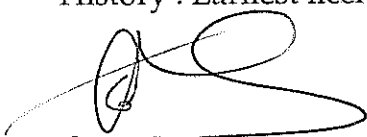
Search of File : P280

Nothing found that has an influence on status or requires further investigation.
Information gathered

CL A2/1199

Run 598 - 2442.5384 ha SO's 912 & 913. NZMS H43

History : Earliest licence PR 1966 21 years from 1.3.41



Garry Patrick
20/9/99

50 Plan No. 912

DOSLI 020 Card 1 of :Land District:

Part Sec. Lot. Rd. Stm.	Letter Colour	Area		Gazette Reference	Document Number	Description of Action	Remarks
		Ha	m ²				
Pt Run 599							
subject to the provision of marginal strips pursuant to S.24 Conservation Act 1987							

18736E-10,000 cds/8/90MK

No Card for 911 or 913

DESCRIPTION:

Run 598 in BIKS V VI VII Longburn SD & BIK VIII Stath Tairei SD

S.O. PLAN: 911, 912, 913

AREA: Ha/m² 2442.5384 ha

Gazette.		S. Plan or File	Class.	Date of Disposal	Price/R.V.	Ann. Rent or Instalment	Term (Years from)	Tenure/ Lease No.	SELECTOR
Year	Page								
			P	1/3/62		\$410	33 from 1/7/62	P 280	

FREEHOLD TITLE				RESERVATIONS						
No.	Vol.	Folio	Gazette		PURPOSE	Vested		Control Vested		IN WHOM VESTED
			Year	Page		Year	Page	Year	Page	
C.O.P. - -										
Warrant - -										
C.C.L.'s Cert.										
C/Grant -										

DESCRIPTION: Run 598 Longburn & Stath Tairei SD

S.D. _____

BLOCK: _____

RUNS

SECTION No.	ORIGINAL PLAN.	FURTHER PLANS.						NAME & LOCALITY
593	2018						"THROP" WART HILL	
593 A	2018	8779	12036					
593 B	2018	8779	20253					
594	2018	2022	12036	175				
595	175	2018	2019	2022	12036			
596	913	911						
597	913	911						
598	911	912	913					
599	909	913	19922	20951	20952			
600	909	910	19866					
601	910	2896	20733	20953				
602	919	20068	20069					
603	919						"GLADBROOK" LOGANBURN & SUTTON BENGER, TEVIOT, LONG VALLEY ETC. 1483-37	

