

Crown Pastoral Land Tenure Review

Lease name : THE BURGAN

Lease number : PO 079

Due Diligence Report (including Status Report) - Part 1

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

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

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

July 09

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

KF REF: Po 079/1 **LINZ REF:** **CASE NO:**

LEASE NAME: The Burgan **LESSEE:** Burgan Run Limited
(Previously called - Gladbrook)

LOCATION:

The property is situated on the southern end of the Rock and Pillar Range on the easterly faces running down toward the Strath Taieri. Middlemarch is some 8 km from the homestead and Dunedin, some 30 km distant, is the nearest major commercial centre. The property extends from near State Highway 87, south of Sutton, across the range towards the Loganburn reservoir, west of the Old Dunstan Road. The lease is run in conjunction with an adjoining small freehold block (100 ha) adjacent to State Highway 87.

DATE OF THIS REPORT:

20 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 Po079.

Legal Description: Part Run 601, Sutton and Loganburn Survey Districts, being all the land contained in instrument of title CL 7C/67 (Otago Registry).

Area: 5472.4846 hectares

Term: 33 years from 1 July 1988 to 30 June 2021

Rental Value: \$150,000

Annual Rent: \$2,250 (plus GST)

Date of Next Review: 1 July 2010

Lease Stock Limit: 2640 Wethers for 12 months
 660 Ewes for 9 months
 1320 Hoggets for 5 months
 100 Cattle for 6 months.

The original lease document (CL 338/109) was lost and a new lease document (CL 7D/67) issued. The new lease document specifies that the stock limit (*above*) shall be the same as in the original lease document.

Personal Stock Limit: 8150 Sheep (*including not more than 7000 breeding ewes*)
 160 Cattle

Block limitations: On Swamp/Hut Block of 6000 ewes February to April inclusive.

LAND STATUS REPORT SUMMARY:

Land Status Report prepared by approved person attached.

SUMMARY OF FEATURES FROM TOPOGRAPHICAL AND CADASTRAL DATA:

No communication sites, huts 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 only minor variations from their legal line. The fenced boundaries along the lower section of Sutton Stream may vary from their legal line. (*See attachment 4 for known variations.*)

Three legal roads cut through the lease.

The formed gravel "Old Dunstan Road" cuts through the lease near the back boundary close to the Logan Burn Dam. The road is fenced on one side and is not open during the winter months. The road appears to vary significantly from its correct legal line. (*See attachment 4 for variation.*)

A legal road is shown on the Cadastral map cutting through the centre of the lease from north to south linking the end of Kidds Road with Sutton Stream. This road is unformed and unfenced. A farm track is shown as following the approximate legal line.

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

A very short section of legal road (*approximately 300 metres*) cuts through the north eastern corner of the lease. This is part of a legal road that links State Highway 87 with Kidds Road. The topographical map shows an unformed farm track follows this line.

This appears to follow the stream and weaves in and out of the legal boundary.

A legal road follows the southern boundary of Sutton Stream for approximately 6 km.

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 7C/67*):

The area and commencement date of the pastoral lease on Crown files are in agreement with the Instrument of Title (*CL 7C/67 Otago Registry*).

CL 7C/67 has no non-standard covenant conditions except it contains a clause making it subject to the same conditions as contained in the lease it replaced (*registered as Volume 338 folio 109*). This also was searched and contains no non-standard covenants or conditions. The stock limitation of the lease is not contained in CL 7C/67 but in Volume 338 folio 109.

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

560138/1 Transfer of the within land to Burgan Run Limited reserving a right to convey water over parts marked "A" and "C" on DP 17938, appurtenant to Sections 2,9,10,13,14, and part Section 15 Block XIII Sutton Survey District (*CT 186/102*) and Lots 2 and 3 DP 17577 (*CT 8C/1456*) 20 August 1981. (*See attachment 6*).

Part of the within land is now known as Section 1 Block VIII Loganburn Survey District (*581.15 ha*) 30 August 1983. See re-Appellation 600780. (*Attachment 7*).

602198 Compensation Certificate pursuant to Section 19 of the Public Works Act 1981, 26 September 1983. (*Un-discharged*).

610623 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941, 1 March 1984. (*Discharged 1996*).

626664 Gazette Notice declares Section 1 Block VIII Loganburn Survey District (*area 597.8 ha*) set apart for irrigation purposes, 3 December 1984. (*See attachment 7*).

626668 Gazette Notice declares leasehold land contained herein in Section 1 Block III Loganburn Survey District is hereby acquired for irrigation purposes and vested in the Crown on 3 December 1984.

760096 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1 July 1988 and fixing *(for the first 11 years)* the annual rent at \$2,250 on a rental value to \$150,000 – 2 August 1990. Amended 8 September 1992 *(the date of commencement was amended from 1 July 1990 to the above - this means that marginal strips will apply at lease renewal in 1 July 2021 or at freeholding.)*

944456.1 Certificate under Section 417 Resource Management Act 1991 5 March 1998. *(for Water Race Licence No 121 Middlemarch Registry-held by H W and E B Wilkie (see attachment 8).*

Points of note are:

- An un-discharged Compensation Agreement.
- Inconsistency of description of Section 1 taken for irrigation purposes. Appellation 600780 states that section 1 Block VIII is 581.15 ha. While the Gazette Notice states Section 1 Block VIII is 597.8 ha. A study of the relevant SO plans *(SO 20733 and SO 20953)* tends to suggest that the Gazette Notice area also includes "and Pt Run 601". This should have been included in the description.

DETAILS OF ANY NEIGHBOURING CROWN OR CONSERVATION LAND:

No marginal strips exist on any waterway or were created at lease renewal in 1988.

The 597.8 ha removed from the lease for irrigation purposes *(Loganburn Dam)* is currently held by Minister of Agriculture with some lake margin areas under discussion for transfer to the Minister of Conservation for reserve purposes.

A small (15 ha) reserve H43017 "Loganburn marginal strip" is held by the Minister of Conservation adjoining the north eastern corner of lease. Value cited is wetland vegetation.

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 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 1922 - 1999, three volumes and files held by LINZ Dunedin and Christchurch. Confidence is held that all important data has been searched.

The lease has a very full file history. The property was in the Roberts family from 1918 - 1981 when it was transferred to Burgan Run Limited *(a partnership between J W Blakley, K and M Heckler, and the families of Barrett and Velvin).*

The property was managed by K Heckler until 1991 when all the shares in the company were purchased by the current holders (*Mr and Mrs Barrett and Velvin*). The four current holders live in Wellington and employ a manager. The same persons are also lessees of a nearby run (*Po280 Kelvin Grove*).

Pasturage Licence 1577 was issued over Run 601 in 1918 for 14 years, extended 14 years (*under Section 14, Land Laws Amendment Act 1921/22*) and again extended 9 years under Reserves and Other Land Disposal Act 1941, 43, 47. Expired in 1955.

A great deal of the early file history relates to special defence clauses in the licence that allowed the use of the run for military manoeuvres, live artillery firing, over that long period. Concern over damage to the Upper Burgan Face, and restoration of damaged ground, reduction of rental because of disturbance, and transfer of the special conditions to the lease to be issued in 1955 make up much of the correspondence.

The military decided it did not require the area for future use in 1955 and the new lease was issued without these clauses. No outstanding issues related to this long history could be identified.

PL 1577 was then replaced by Pastoral Lease *Po079 (Volume 338/109)* issued in 1955 for 33 years containing no defence conditions. The lease document was subject to a Declaration of Loss proceedings in 1979 and the new lease 7C/67 was issued for the residue of the term of the original lease with the same conditions. (*This is the probable cause of later confusion as to the renewal date - see marginal strips below.*)

A dispute relating to maintenance of a water race originating on The Burgan and discharging into Station Creek supplying settlers on adjacent sections arose in the mid 1950's with extensive records searches done to locate the original licence. The original licence was issued between 1865 and 1900 and could not be located. It was deemed to have expired and application made to the Wardens Court for a new licence. Water Race Licence No 121 was issued to H. W. and E. B. Wilkie as evidenced by the registering of the right to convey water at transfer to Burgan Run Limited in 1981 (*Memorial 560138 on lease document see attachment 6*). A Section 417 Certificate under the Resource Management Act 1991 related to this right appears as a Memorial (*944456.1*) on the lease document 7C/67- 1998. (*See Attachment 8*).

An unauthorised fire escaped in 1975 and affected 1764 ha on The Burgan (*then called Gladbrook Station*) and small areas on Kelvin Grove (8 - 12 ha) and Stonehurst (12 - 16 ha). Attempts to prosecute under the Otago Catchment Board by-laws were stopped by the technicalities of summons issuing. Prosecuting under Section 106 of the Land Act 1948 were investigated but not pursued.

The legal boundary between Rocklands Station and The Burgan along the lower Sutton Stream is a problem because it weaves in and out of the property and is further complicated by the existence of a paper road following the stream on the Rocklands side. This caused friction and the boundary was finally fenced on a give and take basis. An agreement was signed and the agreed line drawn on a map to be held by Lands and Survey Department (*File S205, not viewed*). It is doubtful that the final fenceline is on the legal line. (*Most detailed plan of the area shown on SO 23805 - marginal strips - see attachment 9*).

In 1984, 597.8 ha at the back of the property was taken under gazette notice for irrigation purposes (*Loganburn Dam*). Prior to this negotiations had broken down with The Burgan Run Limited and the District Commissioner of Works requested the Commissioner of Crown Lands that Section 117 of the Land Act be used to resume the land. This was turned down. After construction of the dam a high profile battle over compensation and return of land broke out with the MOW in which K Heckler denied access to the dame site and thus held up the filling of the lake. The dispute appears to relate to other land held by Heckler (*Po276*). *The Burgan refused to settle until Hecklers dispute was resolved. A negotiated settlement was reached.* No outstanding actions or issues were found except that the Compensation Certificate has not been removed from the lease document.

A file note in 1979 (*Folio 240*) - (*see attachment 10*) states that NZBC have placed a translator site on Gladbrook Station but as it is a very small site no special lease would be issued and that the Crowns consent to the site be given by signing a Deed of Agreement. No access easement was proposed. (*File 3/722/4 was renamed S359 related to this site*). This site was identified as on freehold land and therefore not relevant.

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

In 1981 a dispute arose about the legal access on the paper road across the neighbouring Glenavon Station to The Burgan middle blocks. This was mediated and the road shown to be legal.

Marginal strips requirements were processed by the Chief Surveyor in 1992 for lease renewal and notified on SO plans 23805 and SO 910 as being required only for the Sutton Stream (*see attachment 9*). It was discovered however that the renewal date had been incorrectly entered on the lease document as 1990, instead of 1988. This error was corrected on the lease document (*7C/67*) but it meant that the marginal strips could not apply and would have to wait until lease renewal in 2021 or freeholding. LINZ file 7900/04/P79/1/DDN, folio 10, indicates a marginal strip for part of the Burgan Stream was also proposed but this was never incorporated in the Chief Surveyor's notification.

No recreational permits are issued for the lease. No mining privileges are registered.

GOVERNMENT APPROVED PROGRAMMES APPROVED FOR LEASE:

A Catchment Board Farm Plan was undertaken on the lease between 1984 - 1989 involving 12 km conservation fencing and minor grazing management changes. No retirement proposals.

The legal agreement related to this was discharged in 1996.

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) An un-discharged Compensation Agreement (*Memorial 602198*) under the Public Works Act 1981 exists on the Instrument of Title that will require letters to the lessee and Land Information New Zealand as per interim instructions received on 28 July 1999 (*drafts 11 and 12 attached*).
- (2) Correction of legal description:

A Memorial entry error related to the description of the 597.8ha in Gazette Notice 626664 on the lease document exists. The words "and part Run 601" may need to be added (*see attachment 13 - draft Letter to the District Land Registrar*).
- (3) The legal boundary between Rocklands Station and The Burgan along the lower Sutton Stream weaves in and out of the property and is complicated by the existence of a paper road following the stream on the Rocklands side. It is doubtful that the fence is on the legal line - (*see attachment 9*).
- (4) Marginal strips do not exist on waterways on the lease. They have been determined by the Chief Surveyor as applying to the Sutton Stream but cannot be applied until the current lease expires in 2021 or at freeholding. There is a possibility that a requirement for part of the Burgan Stream as been omitted.

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. Quinn.
Consultant 14 / 1 / 2000

Kenneth R Taylor
Manager 14 / 1 / 00

Approved/Declined

Commissioner of Crown Lands / /

ATTACHMENTS:

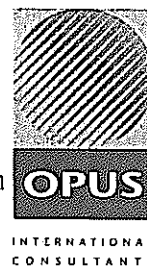
- (1) Recent title search for each title considered.
- (2) Full list of information sources considered.
- (3) Land Status Check report from qualified person.
- (4) Map showing boundary and variations from legal line.
- (5) Letter outlining error in renewal date of lease.
- (6) Copy of water right easement.
- (7) Appellation 60078 plus Gazette Notice.
- (8) 417 Certificate.
- (9) Marginal strips- SO plans plus letter from Chief Surveyor.
- (10) Draft letter re Compensation Certificate to LINZ.
- (11) Draft letter re Compensation Certificate to lessee.
- (12) Draft letter re corrections CL 7C/67.

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OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE

Project Number 6NLI11.02 016YD

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 The Burgan / Kelvin Grove			LIPS Ref 12451
Property	2	of	2

Land District	Otago
Legal Description	Part Run 601
Area	5472.4846 ha
Status	Crown Land held under Pastoral Lease P79
Instrument of title / lease	CL 7C/67
Encumbrances	Subject to 1) a right to convey water registered as Transfer 560138/1 2) Compensation Certificate 602198 [this has been completed – see GN 626664 and needs to be discharged]. 3) Certificate under Section 417 of the Resource Management Act 1991 (right to maintain water race and convey water).
Mineral Ownership	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the Kemp Purchase of 1848.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.
Marginal Strips	The marginal strips noted on SO's 910 & 23805 do not become effective until the lease is renewed in 2021 or earlier, if freeholded.

Data Correct as at	30 September 1999
[Certification Attached]	

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

LAND STATUS REPORT for The Burgan				LIPS Ref 12451	
Property	2	of	2		

Certified correct as to status



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

(
4 1 10 1999

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.

LAND STATUS REPORT for The Burgan				LIPS Ref 12451
Property	2	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	1) SO 1600 being a Block Plan of Block VI sutton SD dated August 1882. 2) SO 908 approved October 1919 being a plan of Run 600 and Pt Run 601. 3) SO 910 approved October 1919 being a plan of Part Runs 600 & 601. This plan notes two marginal strips that will apply from 1/7/2021 . 4) SO 23805 approved July 1992 being a plan of Marginal Strips adjoining Pt Run 601 that will apply from 1/7/2021 .
Relevant Gazette Notices	GN 626664 being New Zealand Gazette 1984 page 4879 [Pt of Run taken for irrigation purposes].
CT Ref / Lease Ref	CL 7C/67 338/109 Memorandum of Renewal 760096 Sighted but not copied – Licence to Occupy for Pastoral Purposes No 1577. Issued from 1/3/1918.
Plan Index	Copy attached.
Legalisation Cards	SO 910 – card attached. Records Pt Run 601 subject to marginal strips. SO 23805 – nothing on card.
CLR	Confirms Pastoral status.
Allocation Maps (if applicable)	H43 Nothing found.
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) SO's 910 & 23805 – Records marginal strips to become effective from 1/7/2021. b) c)

LAND STATUS REPORT for The Burgan				LIPS Ref 12451	
Property	2	of	2		

Research – continued

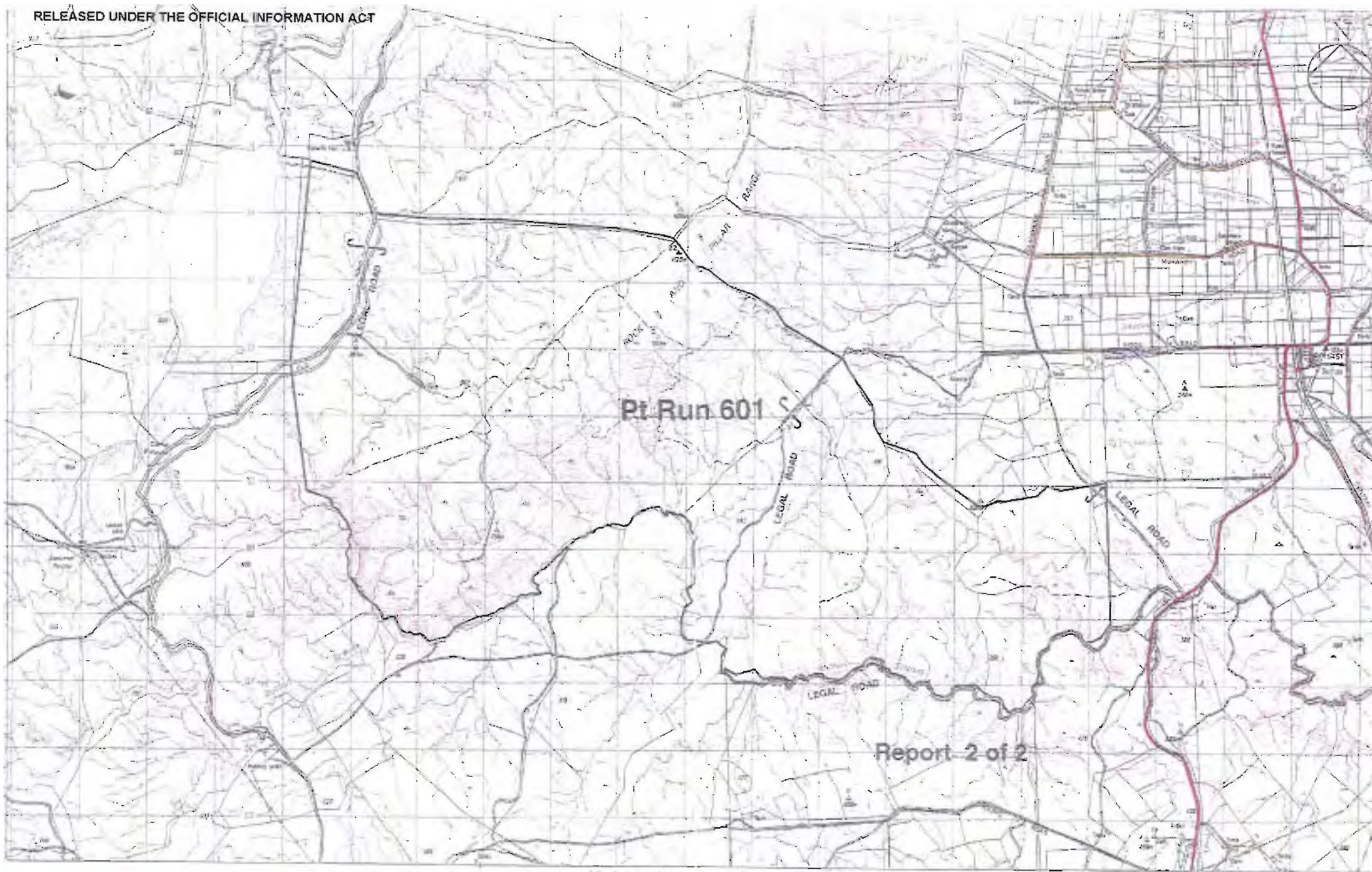
If Crown land – Check Irrigation Maps.	No map or documents for H43.
Mining Maps	H43 Sighted nothing found.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc	a) SO Plan b) Proc Plan c) Gazette Ref
Other Relevant Information a) Concessions – Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership d) Other Info	a) Advised 24/9/99 by Knight Frank Ltd that lease not subject to recreation permit. b) None known. c) Either <input checked="" type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchaser <input type="checkbox"/> Contained in [provide evidence]. d)

For Run Plans

refer file for

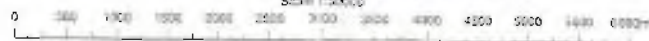
KELVIN GROVE

CON 50177 09 12548

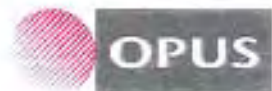


Kelvin Grove & The Burgan

Scale 1:50000



Report 2 of 2



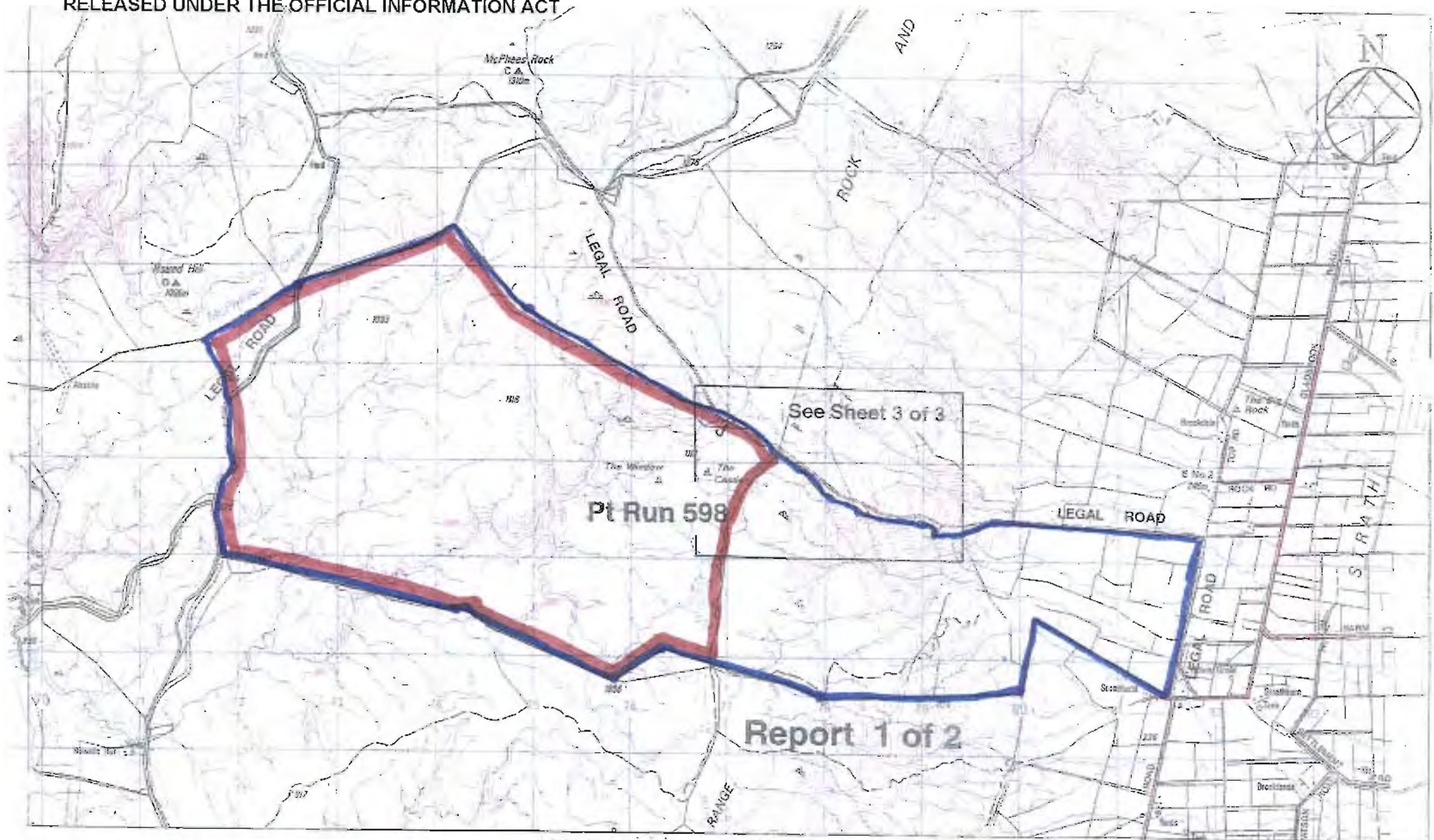
INTERNATIONAL CONSULTANTS

TERRAL

1:50,000 (Template) DCM Data as at 1:50,000 1996/97 & Visitation Data as at 1:50,000 1996/97
 Data Information from LINZ Digital Cadastral Database (DCDB), Crown Copyright Reserved.

10.37

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NZMS 260 H 43					
Sheet	1	2	3	4	5
Date	23/9/1999				

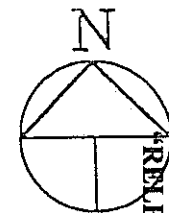


Kelvin Grove & The Burgan

Scale 1:50000

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



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LEGAL ROAD

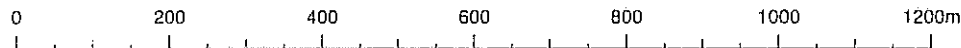
Pt Run 598

Sec 4
SO 24760

LEGAL ROAD

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				

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Not Registered under
Act—Registered under Section 8
Land Act, 1948

L. & S. Ref. P 79

Issued in Lieu of Leases
former references P 79

Vol. 338 Fol. 109

Vol. Fol.

L. and S. Ref. P 79

21.9.1979 ALAND

Entered in the Register Book,

the 16th day of March

1979, at 9.32 o'clock.

REGISTERED

PASTORAL LEASE OF PASTORAL LAND UNDER
THE LAND ACT 1948

ASSISTANT

Land Registrar.

This Deed, made the

13th day of March

1979

between HER MAJESTY THE
QUEEN (hereinafter referred to as "the Lessor"), of the one part, and NORMAN WILLIAM ALLAN of Dunedin,
Solicitor, GEORGE PRESTON ROBERTS of Wellington, Merchant, and THE TRUSTEES EXECUTORS AND
AGENCY COMPANY OF NEW ZEALAND LIMITED a duly incorporated company having its registered
(hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent

*office at Dunedin

hereinafter, reserved, and of the covenants, condi-
tions, and agreements herein contained or implied and
on the part of the Lessee to be paid, observed, and
performed, the Lessor does hereby demise and lease
unto the Lessee ALL that parcel of land containing
by admeasurement 6070.2846 hectares more or less,
situated in the Land District of Otago
and being Run 601, Loganburn and Sutton Survey
Districts

See Attached Sheet

as the same is more particularly delineated with bold
black lines on the plan hereon; together with rights,
easements, and appurtenances thereto belonging. TO
HOLD the said premises intended to be hereby de-
mised unto the Lessee for the balance of the term of
33 years from 1 July 1955
Yielding and paying therefor unto the Department of
Lands and Survey at Dunedin
the annual rental of \$500 payable without
demand by 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 it is hereby declared and agreed that these presents are intended to take effect as a Pastoral
Lease under the Land Act 1948

and that subject as aforesaid the terms and conditions thereof are, with the necessary modifications, the
same as those contained or implied in Pastoral Lease No P 79

registered as Volume 338 folio 109 Otago Registry.

Assistant

IN WITNESS whereof the Commissioner of Crown Lands for the said Land District on behalf of the Lessor, has hereunto set
his hand, and these presents have also been executed by the said Lessee.

Assistant

Signed by the said Commissioner, on behalf of the Lessor,
in the presence of

Witness: *P. R. Gleane*

Occupation: CLERK, DEPT. OF LANDS & SURVEY

Address: DUNEDIN

NORMAN WILLIAM ALLAN

Signed by the above-named Lessee in the presence of—

Witness: *R. M. Mawson*

Occupation: *Wentworth*

Address: *Dunedin*

Assistant Commissioner of Crown Lands.

Lessee.

812241-500/6/76 MTC

PTO

No. 7C 167 sheet 1

C.T. 76/67

SIGNED by the abovenamed George Preston
ROBERTS as lessee, in the presence of:

Witness: _____

Occupation: _____

Address: _____

The Common Seal of the Trustees Executors
and Agency Company of New Zealand Limited
was hereunto affixed by in the presence of

General Manager of the said Company
in the presence of

Director

GENERAL
MANAGER
Director

512905/1 Mortgage to George Preston
Roberts and The Trustees Executors
and Agency Company of New Zealand Limited
and Norman William Allan - 16.3.1979 at
9.34 am

512905/2 Mortgage to the Bank of New
South Wales - 16.3.1982 at 9.34 am

560137 Transfer to Robert Alexander Wood,
Bernard Joseph O'Donnell and James Kempster
thrie all of Dunedin Solicitors - 20.8.1981
at 2.77pm

560138/1 Transfer of the within land to Burgan
Run Limited reserving with a right to convey water
over parts marked "A" and "C" on D.P. 17938
appurtenant to Sections 2,9,10,13,14 and part 15
Block XIII Sutton District (C.T.186/102) and
lots 2 and 3 D.P. 17577 (C.T.84/45) - 20.8.1981
at 2.08 pm

560138/2 Mortgage to Linburn Station Limited -
20.8.1981 at 2.8 pm

A.L.R.

610623 Land Improvement Agreement under
the Soil Conservation and Rivers Control
Act 1941 - 13.1984 at 9.44 am

560139 Mortgage to Robert Alexander Wood,
Bernard Joseph O'Donnell and James Kempster
Guthrie - 20.8.1981 at 2.9 pm

569810/1 Mortgage to the Rural Banking and
Finance Corporation of New Zealand -
29.1.1982 at 1.40 pm

569810/2 Mortgage to the Rural Banking and
Finance Corporation of New Zealand -
29.1.1982 at 1.40 pm

569810/3 Mortgage to the Rural Banking and
Finance Corporation of New Zealand -
29.1.1982 at 1.40 pm

Part of the within land is now known as
Section 1 Block VIII Loganburn Survey
District (581.15ha) - 30.8.1983 at
11.13am
See Re-Appellation 600780

602198 Compensation Certificate pursuant
to Section 19 of the Public Works Act 1981
- 26.9.1983 at 11.49 am

DISCHARGED

610623 Land Improvement Agreement under
the Soil Conservation and Rivers Control
Act 1941 - 13.1984 at 9.44 am

626664 Gazette Notice declares Section 1 Block VIII Loganburn Survey District (area 597.8 ha) set apart for irrigation purposes - 3.12.1984 at 10.50 am.

21 9 89
A.L.R.

626668 Gazette Notice declares Leasehold contained herein in Section 1 Block VIII Loganburn S.D. is hereby acquired for irrigation purposes and vested in the Crown on 15.11.1984 - 3.12.1984 at 10.54 am.

A.L.R.

660096 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1.7.1988 and fixing (for the first 11 years) the annual rental at \$2250.00 calculated on a rental value of \$150,000.00 - 2.8.1990 at 9.46 am.

A.L.R.

765590/2 Mortgage to Bank of New Zealand - 17.10.1990 at 9.50am

Jumarett

A.L.R.

765590/3 Memorandum of Priority ranking Mortgage 765590/2 as a first mortgage, Mortgage 569810/1 as a second mortgage and Mortgage 569810/2 as a third mortgage - 17.10.1990 at 9.50am

Jumarett

A.L.R.

944456.1 Certificate under Section 417 Resource Management Act 1991 5.3.1998 at 11.26

for DLR

7C/67 sheet 2

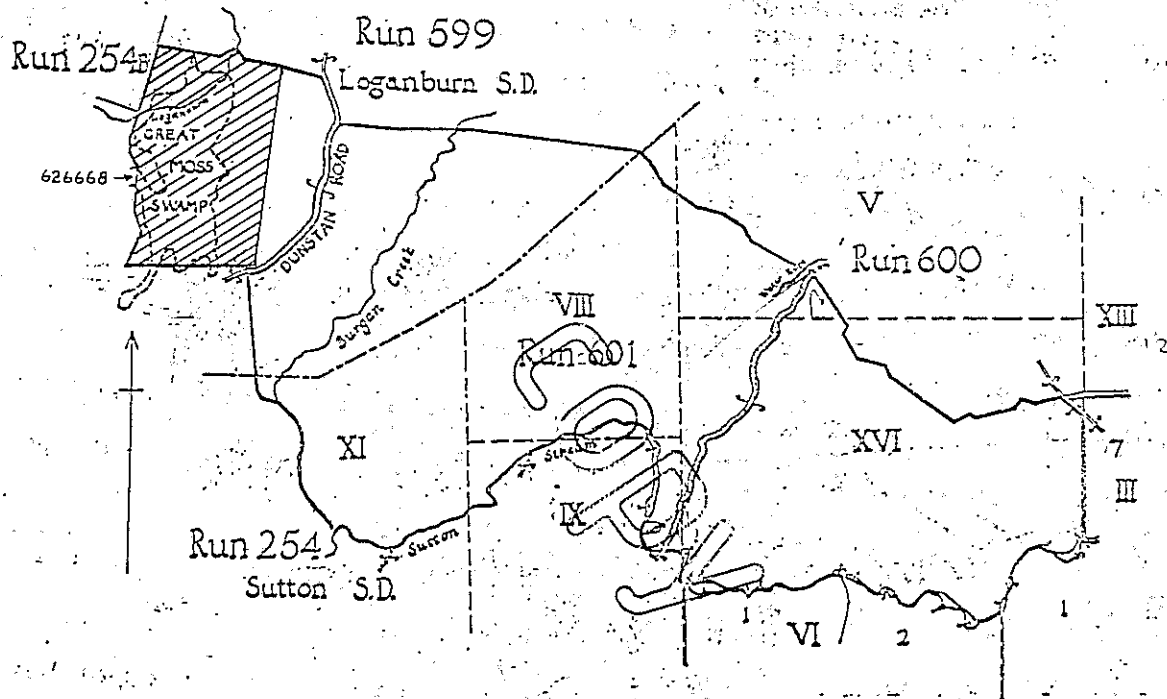
7C/67 sheet 2

21.9.99

REGISTER

Run 601 Loganburn & Sutton S.Ds.

Scale: 1:12 000



Total Area 6070.2846 ha

626668 597.8000 ha

5472.4846 ha

Issued as a Renewal of (or-in-Exchange-for) Lease
registered in Vol. 335 fol. 76

21.9.99

NEW ZEALAND
OTAGO
LAND DISTRICT

LAND & DEEDS	
Nature: <i>Crown Land</i>	Registered in the LAND REGISTRY OFFICE but not under the LAND TRANSFER ACT (11 and 8 B.)
From: <i>CC1</i>	20 JUN 1955
To: <i>136</i>	Entered in the Register-book, Vol. 335 fol. 109
Fee: <i>15/-</i>	20 day of <i>June</i>
Abstract No. <i>340</i>	at <i>1.51</i> o'clock

Registered in the LAND REGISTRY OFFICE but not under the LAND TRANSFER ACT (11 and 8 B.)

Entered in the Register-book, Vol. 335 fol. 109

20 day of June

M. H. Lawrence
Land Registrar.

Pastoral Lease of Pastoral Land under the Land Act, 1948 No. P.79

This Deed, made the first day of March, one thousand nine hundred and fifty-five, between H.M. MAJESTY THE QUEEN (who, with her heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and HENRY LAWRENCE COOK of Dunedin, Solicitor, GEORGE PRESTON ROBERTS of Wellington, Merchant, and THE TRUSTEES in the Dominion of New Zealand, EXECUTORS AND AGENCY COMPANY OF NEW ZEALAND LIMITED a duly incorporated Company having its registered office at Dunedin as executors, are (who, with the executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All those pieces or parcels of land containing by admeasurement fifteen thousand (15000) acres, more or less, situated in the Land District of Otago, and being Run 601, Loganburn and Sutton 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 fifty-five, together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-five. 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 fifty pounds (£ 250:-) 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 hereinbefore 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, 1898-1950.
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, 1923.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building 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 Noxious Weeds Act, 1898, 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. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

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, 1913) 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, 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 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, 1913, 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.

C.T. 338/109

- 338/109
- (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, give such conditions as the Commissioner may deem necessary,—
- Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - Plough and sow in grass any portion of the said land;
 - Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - 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 due 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—
- See below
- (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 116 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

No. 1

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

, on behalf of the Lessor, hath hereunto set his

Signed by the said Commissioner, on behalf of the Lessor, in the presence of—

Witness: St. B. Haase
Occupation: Chief Clerk & Survey Department
Address: Dunedin

St. B. Haase
Commissioner of Crown Lands.

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

Witness: St. B. Haase
Occupation: Chief Clerk & Survey Department
Address: Dunedin

St. B. Haase
Lessee.

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

Witness: St. B. Haase
Occupation: Company Secretary
Address: Dunedin

St. B. Haase
Lessee.

The Common Seal of The Trustees Executors and Agency Company of New Zealand Limited was hereunto affixed by Peter Orr Smellie, General Manager of the said Company in the presence of:

P. Orr Smellie Director.
R. H. Harrison Director.

P. Orr Smellie
General Manager.

- (f) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land in any year of the term of this lease does not exceed 2640 wethers for twelve months, 660 ewes for nine months, 1320 hoggets for five months and 100 cattle for six months (being the carrying capacity in respect of cattle and an increase of ten per cent on the carrying capacity in respect of sheep on which is based the rent hereinbefore reserved) but the Commissioner may by notice in writing permit the lessee to depasture thereon any greater number of sheep or cattle should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

St. B. Haase
Lessee.

St. B. Haase
Lessee.

24 October 1979

P. Orr Smellie
Lessee, General Manager
St. B. Haase
Commissioner of Crown Lands.

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952.

J. E. McPherson A.L.R.

512903 Transfer to George Preston Roberts abovenamed, The Trustees Executors and Agency Company of New Zealand Limited and Norman William Allan of Dunedin Solicitor - 16.3.1979 at 9.31 am

507690 Transmission to George Preston Roberts and The Trustees Executors and Agency Company of New Zealand Limited as Survivors entered 28.11.1978 at 9.44 am

512904/1 Surrender of the within Pastoral Lease - 16.3.1979 at 9.32 am

A.L.R.

513904/2) Pastoral Lease 7C/67 issued 16.3.1979) for the within land

A.L.R.

21.9.99

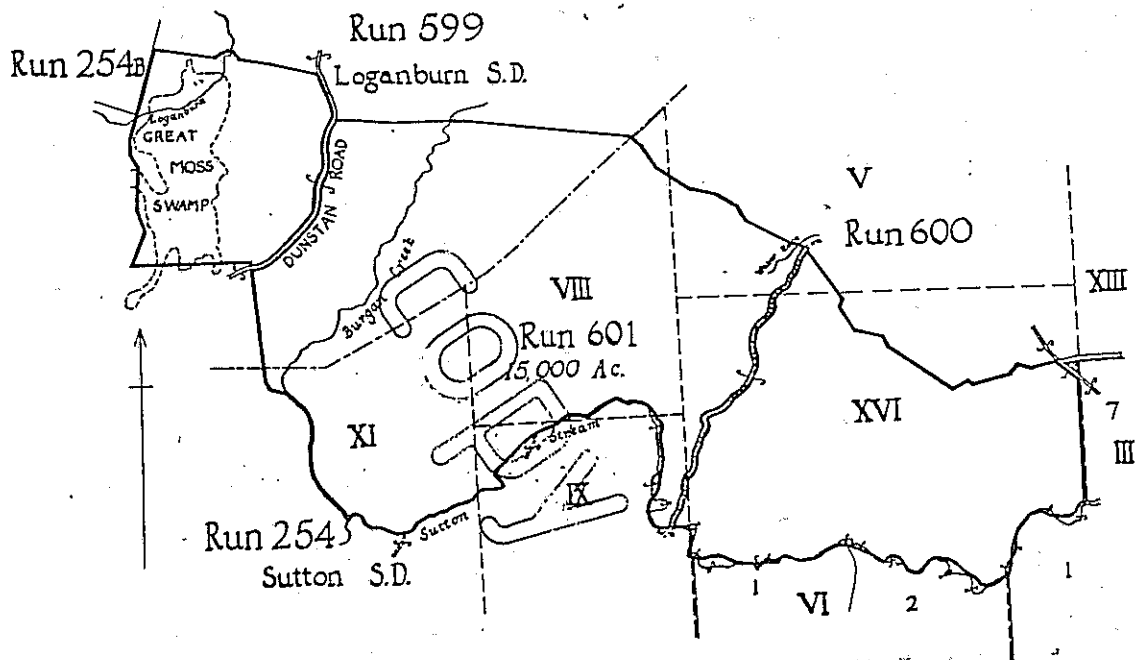
338/109

Run 601 Loganburn & Sutton S.Ds.

Scale: 80 Chains to an Inch.

EQUIVALENT METRIC

AREA IS 6070.2846 ha



H.C.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

H.C.

The Burgan

Search of File : P79

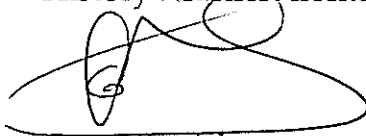
Nothing found that has an influence on status or requires further investigation.
Information gathered

CL 7C/67 from 338/109

Pt Run 601 - 5472.4846ha SO's 908, 910, 19866, 20952, 19234 & 19233.

Marginal Strips on SO 23805

History : Earliest licence issued 1.3.1918

A handwritten signature in black ink, appearing to be 'Garry Patrick', written over a horizontal line.

Garry Patrick
20/9/99

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Susan Jane Bunting of Dunedin, Property Officer

HEREBY CERTIFY -

1. THAT by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

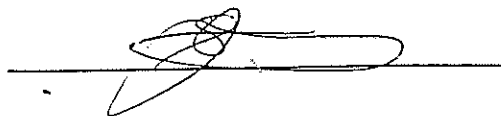
AUCKLAND (North Auckland Registry) and there numbered B678573
BLenheim (Marlborough Registry) and there numbered 136439
CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2
DUNEDIN (Otago Registry) and there numbered 681189/1
GISBORNE (Poverty Bay Registry) and there numbered 167089.2
HAMILTON (South Auckland Registry) and there numbered H734777
HOKITIKA (Westland Registry) and there numbered 076748
INVERCARGILL (Southland Registry) and there numbered 141782
NAPIER (Hawkes Bay Registry) and there numbered 478751.2
NELSON (Nelson Registry) and there numbered 269962.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 341775
WELLINGTON (Wellington Registry) and there numbered 860782.2

LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

2. THAT at the date hereof I was Property Officer of the said Corporation.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Dunedin
this 15th day of March
1990

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)
)



760096

946 02 AUG 90

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY - OTAGO

ASST LAND REGISTRAR

MEMORANDUM OF RENEWAL AND VARIATION **REGISTER**
OF PASTORAL LEASE

IN THE MATTER OF THE LAND ACT 1948

AND

IN THE MATTER OF PASTORAL LEASE NO P 79
REGISTERED AS REGISTER VOLUME
7C FOLIO 67 OTAGO DISTRICT
LAND REGISTRY FROM HER MAJESTY
THE QUEEN TO BURGAN RUN LIMITED
AT DUNEDIN

PURSUANT TO SECTION 170 OF THE LAND ACT 1948 THE TERM OF THE ABOVEMENTIONED LEASE REGISTERED IN VOLUME 7C FOLIO 67 OTAGO LAND REGISTRY IS RENEWED FOR A TERM OF 33 YEARS COMMENCING ON THE 1ST DAY OF JULY 1988. 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 THEREFOR FOR THE FIRST 11 YEARS OF THE SAID TERM UNTO THE LAND CORPORATION LIMITED AT DUNEDIN THE ANNUAL RENT OF \$2,250.00 CALCULATED ON A RENTAL VALUE OF \$150,000.00 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
15th DAY OF March 1990.

SIGNED FOR AND ON BEHALF OF HER MAJESTY
THE QUEEN PURSUANT TO A DEED LODGED WITH
THE DISTRICT LAND REGISTRAR AS NO 748441
BY LAND CORPORATION LIMITED BY ITS
ATTORNEY SUSAN JANE BUNTING
IN THE PRESENCE OF:

LAND CORPORATION LIMITED
BY ITS ATTORNEYS **REGISTER**

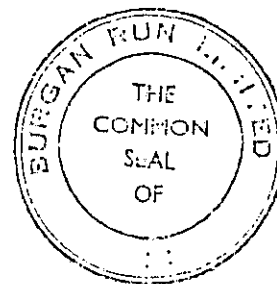
WITNESS:

OCCUPATION: Property Officer, Landcorp

ADDRESS:

THE COMMON SEAL of BURGAN RUN LIMITED was
hereunto affixed ~~in~~ the presence of:

Alan Spector



REGISTER

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

BURGAN RUN LIMITED

LESSEE

DISTRICT/ASSISTANT LAND
REGISTRAR OF OTAGO

LAND CORPORATION LIMITED
DUNEDIN

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASSST. LAND REGISTRAR
7C/67

