

Crown Pastoral Land Tenure Review

Lease name : THE HERRONS

Lease number : PO 141

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.

March

05

DUE DILIGENCE REPORT

CPL PRE-TENURE REVIEW ASSESSMENT STANDARD 6

File Ref: Po141 **Report No:** AT1067 **Report Date:** 14 May 2002

LINZ Ref: 12472

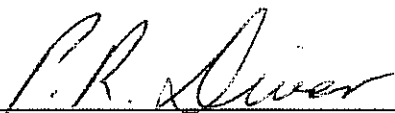
Office of Agent: Alexandra **LINZ Case No:** *TR 02/452* **Date sent to LINZ:** *15/5/02*

RECOMMENDATIONS:

- (1) That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the PRE Tenure Review Assessment Standard.
- (2) That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions which require action by the Manager of Crown Property Management.

No actions were identified.

Signed by DTZ New Zealand Limited



P R Diver:

Approved/Declined (pursuant to a delegation from the Commissioner of Crown Lands) **by:**



Name: GRANT KASPER WEBLEY

Date of decision: *21/5/02*

(1) Details of lease:

Lease Name: The Herrons

Location: Located on the eastern slopes of the Old Man Range, stretching from Lake Roxburgh to the summit of the range, this property covers the catchments of Chasm and part of Shingle Creek. The homestead and buildings are located adjacent to State Highway 8, 10 kms north of the Roxburgh Hydro Dam. The lease is run in conjunction with 211 ha of adjacent freehold land.

Lessee: John Begg Miller and Robin Adair Miller (*half shares*).

Tenure: Pastoral lease under the Land Act 1948 and Crown Pastoral Land Act 1998. Pastoral Lease Number 141.

Term: 33 years from 1 July 1986 to 30 June 2019.

Annual Rent: \$4,500 (*excluding GST*)

Rental Value: \$200,000

Date of Next Review: 1 July 2009

Land Registry Folio Ref: 386/131 (*Otago Registry*)

Legal Description: Part Run 500 and Section 38 Block III Cairnhill Survey District and Section 53, 59 - 64 and Section 78 Block VIII Teviot Survey District being all the land contained in Instrument of Title 386/131 (*Otago Registry*).

Area: 1992.3864 ha (*subject to survey*)

(2) File Search:

Files held by LINZ Christchurch:

<i>File Reference</i>	<i>Volume</i>	<i>First Folio</i>	<i>Date</i>	<i>Last Folio</i>	<i>Date</i>
Po141	1	1	1/3/1932	241	3/8/1960
Po141	2	242	6/9/1960	369	14/11/1979
Po141	3	644	15/11/1979	737	6/8/1985

Files held by Agent in Alexandra on behalf of LINZ:

<i>File Reference</i>	<i>Volume</i>	<i>First Folio</i>	<i>Date</i>	<i>Last Folio</i>	<i>Date</i>
Po141	4	738	14/8/1985	836	9/1/1991
Po141	5	737	23/7/1989	65	3/11/1999
Po141	6	66	2/2/2000	77	20/6/2000
RP38	1	1	14/5/1993	50	6/6/2000

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

SGR 631 over Run 500 was selected by James Scott in 1911 and passed to his son in 1914 who applied to transfer to his brother in 1916. The war made it impossible for the family to work the property so it was sold to A. S Armstrong in 1916.

Harry Begg Miller took the SGR 631 over Run 500 in 1922. On expiry of the SGR in 1932 it was renewed for 21 years from 1 March 1932. A second pastoral licence over Run 501 (*The Forks*) was run as tenants in common with two neighbours. Most file data over this period relates to rent remission. In 1954 Harry Miller transferred one-third share in Run 500 and one-ninth share in Run 501 to his son Peter Miller.

Issue of a pastoral lease in 1953 was delayed as a boundary adjustment incorporating a area of Section 7 Block VIII (*an adjoining temporary lease*) was negotiated and investigations into incorporation of a section of legal road.

The pastoral lease was finally approved in 1956 from 1 July 1953 for a term of 33 years and covered the period from 1 March to 1 July 1953. A base stock limit of:

1340 sheep (*with 1950 sheep when run with freehold and other leasehold land*) was set.

Registration of the lease was further delayed awaiting survey of boundary adjustment which in turn was awaiting a road realignment survey. In 1960 it was registered under the old description with the changes to be done later.

A irrigation agreement registered against the SGR licence could not be brought forward so a new agreement was requested.

A part of Run 500 (*5 acres 2 roods 18 perches*) was surrendered in 1960 to effect boundary adjustment with G Kerr.

A transfer was approved in 1960 from H B Miller to a trustee company (*Herrons Estate Limited*) with himself as trustee.

The boundary adjustment with Kerr was completed with the incorporation of 4 acres 3 roods and 16 poles in 1961.

In 1964 a roading adjustment was made for removal of 13 acres 2 roods 31 perches, vesting 12 acres 3 roods 24 perches (*closed road*) in the lease. One rood 30 perches was divested to be amalgamated with a freehold section.

A personal stock exemption was granted in 1964 for 2400 su but a maximum of 3150 sheep (*including not more than 1900 breeding ewes*) and 90 cattle when run in conjunction with other land.

The lease documents were lost for a long period 1965 - 1967 but eventually found.

A personal stock exemption was granted in 1969 for 2600 sheep (*including not more than 1600 breeding ewes*) and 115 cattle (*including not more than 90 breeding cows*) but a maximum of 3500 sheep (*including not more than 2200 breeding ewes*) and 115 cattle (*including not more than 90 breeding cows*) when run in conjunction with other land.

A personal stock exemption was granted in 1971 for 2600 sheep (*including not more than 1800 breeding ewes*) and 160 cattle (*including not more than 130 breeding cows*) but a maximum of 3500 sheep (*including not more than 2400 breeding ewes*) and 160 cattle (*including not more than 130 breeding cows*) when run in conjunction with other land.

A stone hut near the northern boundary of Run 500 on Lake Roxburgh was the subject of a private individuals application to restore it. The hut was found to belong the Millers and the applicant was advised to contact them. The Otago Goldfields Historic Park was not interested in the hut. No evidence of any further interest in the project was found.

A personal stock exemption was granted in 1974 for 2600 sheep (*including not more than 2050 breeding ewes*) and 150 cattle (*including not more than 130 breeding cows*) but a maximum of 3500 sheep (*including not more than 2650 breeding ewes*) and 160 cattle (*including not more than 130 breeding cows*) when run in conjunction with other land.

In 1979 the adjoining Run 501 (*POL*) (*run as a syndicate including the Herrons Estate Limited*), was approved for subdivision and amalgamation into the pastoral lease with the exclusion of 135 ha of Class VIII land which was to be returned to the Crown. A revised rental; base stock limit for the lease and personal exemption were fixed. These were

Base limit:

1794 sheep (*including not more than 320 breeding ewes*). Limit on part Run 501 - 320 sheep (*including not more than 320 breeding ewes*).

Personal stock exemption:

Part Run 501:

1400 sheep (*including not more than 1400 breeding ewes*) for a 16 week period from mid-December to mid-April.

P141:

2600 sheep (*including not more than 2050 breeding ewes*) plus 150 cattle (*including not more than 130 breeding cows*)

The Herrons Estate Limited was dissolved in 1979 and the shares transferred to John and Peter Miller half shares each as trustees for their own Family Trusts. A reciprocal right of purchase agreement existed between them.

A personal stock exemption was granted in 1980 for 3000 sheep (*including not more than 2500 breeding ewes*) and 160 cattle (*including not more than 130 breeding cows*) but a maximum of 4150 sheep (*including not more than 3300 breeding ewes*) and 200 cattle (*including not more than 130 breeding cows*) when run in conjunction with other land. A block limit on Part Run 501 remains as 1400 sheep (*1400 ewes for a 16 week period mid-December to mid-April*).

In 1981 a sub-lease from the Trusts to John and Peter Miller as individuals was approved. This was registered in 1982

A personal stock exemption was granted in 1982 for 3500 sheep (*including not more than 3000 breeding ewes*) and 160 cattle (*including not more than 130 breeding cows*) but a maximum of 5250 sheep (*including not more than 4200 breeding ewes*) and 250 cattle (*including not more than 130 breeding cows*) when run in conjunction with other land. A block limit on the combined Top Block of 1400 sheep for a 16 week period mid-December to mid-April.

Ministry of Works were granted access to effect emergency slip damage in Chasm Creek in 1984.

In 1984 lease renewal reports were processed as the PNA survey of the property was undertaken. Many recommendations were made (*removal of the Herrons Cottage plus access to it, amalgamation of legal road to the north into the lease and creation of a Section 58 strip*).

Vegetation monitoring sites were established on the Top Forks Block in 1985 by D Payton.

J Miller took over the sub-lease in his own name in 1986.

A official information request from B Mason on history of amalgamation of the Forks POL into the pastoral lease was completed in 1985.

The PNA Survey identified some 980 ha of upper mountain (*all of the "Forks" and part of Run 500*) as part of Priority 1 Recommended Area for Protection (*Old Man Ecological District 1/7*).

The renewal of the lease was accepted in 1987 but requested the Land Valuation Tribunal to set values which was later withdrawn.

Prolonged negotiations with J Miller to implement the PNA programme with establishment of trial plots, exchange of grazing on adjacent reserve land, private protection agreements, and compensation payment offers were all thrashed around from 1987 onwards.

The moratorium on burning and fertilising of identified areas had a large impact on this lease and Miller became publically active in challenging the scientific facts and legal rights of the system.

A personal stock exemption was granted in 1989 for 4000 sheep (*including not more than 3400 breeding ewes*) and 80 cattle but a maximum of 7000 sheep (*including not more than 4600 breeding ewes*) and 100 cattle when run in conjunction with 211 ha of freehold land.

John Miller took over ownership of the lease and transferred half share to his wife under the Matrimonial Property Act in 1991.

A Protected Private Land Agreement was approved in 1990 but Miller withdrew his approval.

In 1990 J Miller applied to burn on the Forks Block over an area of the RAP. This was turned down.

Negotiations for protection of the RAP areas by DoC had come to an impasse at this time with and the situation became confrontational with DoC recommending the moratorium on the RAP areas be maintained and Miller under the Official Information Act requesting copies of DoC reports and information supplied to them.

In 1991 soil disturbance by the Last Chance Irrigation Scheme was investigated but found that they had automatic right to carry out the work.

A burning permit was granted in 1991 to burn parts of the RAP area after many debates as to permit and spelling conditions. This was not executed due to unfavourable weather in the next two seasons. Further permits were granted in 1993/94.

Files contain a great deal of scientific information on tussock burning.

A Irrigation Scheme Easement involving three sections of water race in favour of the Last Chance Irrigation Company Limited was registered in 1995.

A burning consent to burn high altitude snow tussock within the RAP area was granted in 1996 and renewed in 1997 and 1998.

At rental review in 1997 the offer was elected to have the LEI set by the LVT, but a revised value was negotiated and accepted.

A official information request for historical data on the lease was processed in 1997.

A complete block of discretionary consents (*cultivation, spraying, topdressing cropping*) was processed in 1998.

A possible breach of covenant arose in 1998 when J Miller wrote a supporting letter in a dispute that stated he had carried out LDEL work with no approval. He later admitted he had received approval for the work.

A report on Vegetation Monitoring on the Herrons report Knight Frank 270, 1985 - 1999 was produced in 1999.

A burning consent was processed in 2000.

A recreation permit (*RPo038*) for Snowcat Scenic and Ski tours to operate ski tours using snowcats on public roads across the lease was granted in 1994 for 5 years. Operations were very limited (*approximately 150 people per year*) and the permit expired on 31 December 1998. A new permit was applied for but not followed through by the applicant and the application lapsed. No permit now exists on the lease.

(3) Summary of lease document:

Terms of lease:

The commencement date of the pastoral lease on Crown files is in agreement with the Lease Document (*386/131 - OtagoRegistry*).

The lease was issued on 1 July 1953 under the Land Act 1948 for a term of 33 years and covered the period from 1 March to 1 July 1953. The lease was renewed for a further 33 years commencing on 1 July 1986.

No non-standard conditions are recorded.

Original Lease Stock Limit:

1474 Sheep

Personal Stock Exemption:

Pastoral lease only:

4000 Sheep (*including not more than 3400 breeding ewes*)
80 Cattle

Overall (when run in conjunction with 211 ha freehold):

700 Sheep (*including not more than 4600 breeding ewes*)
100 Cattle

Renewals and variations:

- 231723 Variations of the covenants within lease –11 April 1961 (*requiring Land Settlement Board approval for transfer of company shares and approval of resident manager*).
- 546106 Certificate of Alteration – 4 December 1980 (*incorporating Section 78 Block V111 and increasing annual rental of lease*).
- 761254 Memorial renewing the term of the lease registered on 17 August 1990 (*renewing the term for a further period of 33 years commencing on 1 July 1986 and fixing for the first 11 years the annual rent at \$3,750 calculated on a rental value of \$250,000*).

Area adjustments:

Original lease area	2975	acres	0	roods	0	perches	CA	1203.9398	ha
Surrender –									
- renamed Section 53	5		2		18		226573	2.27130	ha
Incorporation Section 53	4		3		16		231134	1.96273	ha
Surrender for road	13		2		31		272745	5.51660	ha
and	0		1		30		272745	0.17705	ha
Incorporation									
- Sections 38, 59 - 64	12		3		24		302441	5.22044	ha
Taken for power development	14		0		32		<u>309742</u>	<u>5.74654</u>	ha
Incorporated									
- Section 78 Block VIII	795	(ha)					<u>546106</u>	<u>795.00000</u>	ha
Total Area								1992.3864	ha

The lease document and changes of area are in agreement with the area currently used in agent’s files but the Computer Interest Register cover sheet has errors being:

- The area quoted cannot be reconciled with the area derived from the historic lease document.
- It omits to include the Incorporation of Section 53 (*Memorial 231134*).
- Memorial 309742 is recorded incorrectly as 30974.

Registered interests:

Mortgages:

5020451.2 Mortgage to Rabobank New Zealand Limited – 23 January 2001.

Other Interests:

85747 Transfer affecting the estate of Her Majesty the Queen in fee simple being a grant of a right of way to convey water – 30 June 1995 - CT 160/723 (*easement for water races in favour of the Last Chance Irrigation Company Limited*).

No Electricity Agreement is registered on the lease.

No mining or prospecting licences are registered.

No Compensation Certificates are registered.

No recreation permits are currently issued affecting the lease.

Unregistered mortgages may exist between family members but none are known of.

(4) Summarise any Government programmes for the lease:

No Rabbit and Land Management Plan was executed on the property.

No Conservation Farm Plan has been carried on the property.

(5) Summary of Land Status Report:

Copy attached as Schedule A.

5.1 The Pastoral Lease:

The Land Status Report confirms the Crown Land Status under the Land Act 1948 and Crown Pastoral Land Act 1998 subject to pastoral lease registered as CIR OT 386/131.

It records two encumbrances on the lease being:

885747 Transfer affecting the estate of Her Majesty the Queen in fee simple being a grant of a right of way to convey water – 30 June 1995 - CT 16D/723 (*easement for water races in favour of the Last Chance Irrigation Company Limited*).

Subject to Part IVA Conservation Act 1987 upon disposition.

This agrees with the lease details section of this report.

The legal description is confirmed as that being used in this Due Diligence Report.

The Crown retains minerals ownership.

The area is confirmed as 1992.3864 ha.

The lease contains no provisions for Section 58 of the Land Act 1948. As the lease was renewed in 1986 it pre-empted a disposition under the Conservation Act 1987. No Section 24 marginal strips have been identified on any maps for this lease.

The Status Check does not identify any recreation permits or DoC concessions on the lease.

No recorded mining interests noted.

DoC administered land in the area was identified by a letter from their Christchurch office (*recognised in this report see Section 7- Details of neighbouring Crown or Conservation land*).

Issues identified requiring possible future investigation at the Due Diligence stage were:

- The area quoted on the Computer Interest Register cannot be reconciled with the area derived from the historic lease document (*recognised in this report*).
- The Computer Interest Register omits to include the Incorporation of Section 53 Block VIII Teviot Survey District (*recognised in this report – Memorial 231134*).
- Memorial 309742 on the Computer Interest Register is recorded incorrectly as 30974 (*recognised in this report*).

A note that the existing power pylons crossing the lease have no formal agreement with Transpower New Zealand Ltd, but are covered by Section 22 Electricity Act 1992 (*no action or comment required*).

5.2 **Other Land:**

None reported on.

(6) **Review of topographical and cadastral data:**

The topographical map shows the Last Chance Water race passing through the lease.

State Highway 8 is shown crossing the lease north to south on the terraces above Lake Roxburgh.

Two sets of National Grid and local supply electricity pylons cross the lease, one set above

State Highway 8 and one set below travelling north to south.

A farm access track is shown ascending the centre ridge between Chasm and Shingle Creeks to the range top. Another is shown giving access to Chasm Creek headwaters.

A third crosses the headwaters of Shingle creek on the contour, north to south, to link with the centre ridge track.

No airstrips, transmission sites, or huts are evident within the lease boundary.

The fenced boundaries appear to closely follow their legal line with no variation of significance evident with the exception of the 135 ha UCL block on the range crest which is not shown as fenced out of the lease (*included in the Top Forks Block*).

The cadastral map appears to be up to date showing all alterations to legal description.

It shows no marginal strips on any of the watercourses within the lease.

No Crown land taken for water power development or operating easement against Lake Roxburgh is shown as existing on the map. Properties both sides do show this margin as Crown land.

Except for State Highway 8 no legal roads are shown within the lease. State Highway 8 is shown with its variations and adjustments recorded.

One legal road is shown touching the northern upper boundary of the lease against Gorge Creek and traversing the Range top southwards. There is known to be a rough farm track only approximately following the legal line.

Below State Highway 8 the northern boundary of the lease is shown as against what appears to an unoccupied block of Crown land being closed road descending to the lake.

The Proposed and Transitional District Scheme Plans have no sites marked or issues that would affect the tenure review process.

(7) Details of neighbouring Crown or Conservation land:

A Conservation area (*G43003*) of 135.40 ha is fenced into the Top Forks Block. This area was excluded from the Forks Syndicate POL when the balance was transferred into the pastoral lease. The area was retained because of soil and water conservation values and inherent botanical values (*Alpine bog fields*).

The range top boundary adjoins the Department of Conservation administered “Bains Block” being registered on the Otago Conservation land Inventory as G43001. This is a 3524.5938 ha conservation reserve with flora/fauna /landscape and geological values.

A closed road adjoins the northern boundary to the north of the lease from State Highway 8 to the lake. It is assumed this still remains as Unoccupied Crown Land as no evidence of allocation could be found. Its exact area is unknown.

(8) Summary of uncompleted actions or potential liabilities:

The following issues are brought to your attention to note only:

- The Computer Interest Register cover sheet has errors being:
- The area quoted cannot be reconciled with the area derived from the historic lease document.
- It omits to include the incorporation of Section 53 (*Memorial 231134*).
- Memorial 309742 is recorded incorrectly as 30974.
- A closed road adjoins the northern boundary to the north of the lease from State Highway 8 to Lake Roxburgh. It is assumed this still remains as Unoccupied Crown Land as no evidence of allocation could be found. Its exact area is unknown.
- No Crown land taken for waterpower development or operating easement against Lake Roxburgh is shown on the Cadastral map. Properties both sides do show this margin as Crown land.

ATTACHMENTS:

Schedule A - Status Check.

Attachment 1 - Recent copy of Lease Document OT 386/131

SCHEDULE A:

Status Check.

KNIGHT FRANK (NZ) LIMITED

Appendix A

This report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated 31 August 2001 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT for THE HERRONS				<i>[LIPS ref.12472]</i>
Property	1	of	1	

Land District	Otago
Legal Description	Part Run 500, Section 38 Block III Cairnhill and Sections 38 , 53, 59, 60, 61, 62, 63 64 and 78 Block VIII Teviot Survey District all situated in Block III Cairnhill and Block VIII Teviot Survey Districts. <i>file</i>
Area	1992.3864 hectares (Subject to survey)
Status	Crown Land subject to the Land Act 1948.
Instrument of Lease	Balance Computer Interest Register OT386/131 pursuant to section 66 and as registered under section 83 of the Land Act 1948.
Encumbrances	Subject to a grant of easement to convey water in gross by OT16D/723. Subject to Part IVA Conservation Act 1987 upon disposition.
Mineral Ownership	Minerals remain with the Crown as the land has never been alienated since its acquisition for settlement purposes, from the former Maori owners under the Kemp purchase 1848.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Date Correct as at	16 February 2002
[Certification Attached]	Yes

[Handwritten Signature]

Prepared by	Peter M King
Crown Accredited Supplier	Knight Frank (NZ) Limited

KNIGHT FRANK (NZ) LIMITED

Appendix B

This Land status report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated 31 August 2001 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT for THE HERRONS				[LIPS ref.12472]
Property	1	of	1	

Land District	Otago
Legal Description	Part Run 500, Section 38 Block III Cairnhill and Sections 38 , 53, 59, 60, 61, 62, 63, 64 and 78 Block VIII Teviot Survey District situated in Block III Cairnhill and Block VIII Teviot Survey Districts.
Area	1992.3864 hectares (Subject to survey)
Status	Crown Land subject to the Land Act 1948
Instrument of lease	Balance Computer Interest Register OT386/131 pursuant to section 66 and as registered under section 83 of the Land Act 1948.
Encumbrances	Subject to a grant of easement to convey water in gross by OT16D/723. Subject to Part IVA Conservation Act 1987 upon disposition.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	16 February 2002
[Certification Attached]	Yes

Prepared by	Peter M King
Crown Accredited Supplier	Knight Frank (NZ) Limited

Certification:

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

M H Warburton
 M Warburton, Chief Surveyor
 Land Information New Zealand, Dunedin
 Otago Land District

Date *16* / *4* / 2002

THE HERRONS Property 1 of 1

<p>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</p>	<p>Area deduced on the historical copy of CIR OT386/131 (1992.3864ha) does not reconcile with that shown on the cover sheet ie 2004.1602 ha ?</p> <p>Similarly the legal description does not account for Part Run 500 and omits Section 53 Blk VIII Teviot SD. Memorial 30974 Proclamation, should read 309742.</p> <p>Existing DC main lines of power pylons- Roxburgh/Islington A and Roxburgh/Twizel A, plus two feeder lines - cross The Herrons run.</p> <p>No formal easement exists with Transpower New Zealand Ltd, therefore protection is afforded pursuant to section 22 Electricity Act 1992.</p>
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LAND STATUS REPORT THE HERRONS				[LIPS ref 12472]
Property	1	of	1	

Research Data: Some Items may be not applicable

Property	1	of	1	
SDI Print Obtained	Yes			
NZMS 261 Ref	G43			
Local Authority	Central Otago District Council			
Crown Acquisition Map	Kemp Purchase 1848			
SO Plan	SO 1165(1911), SO 12784 (1959), SO 12785 (1959), SO 19571 (1980)			
Relevant Gazette Notices	NZ Gazette 1964 page 835 (Proc 272745) NZ Gazette 1966 page 2075 (Proc 309742) NZ Gazette 1977 page 3255 (Proc 325475)			
CT Ref / Lease Ref	Balance CIR OT386/131 (1960)			
Legalisation Cards	N/A			
CLR	N/A			
Allocation Maps (if applicable)	SOE - SO 22211 (G43) no overlaps DoC - SO 22278 (G43) no overlaps			
Rating Ref - if known	All assessment 28475/00900 28472/28100			
Crown Grant Maps	N/A			
If Subject land Marginal Strip:	No subject provision for section 58 of the Land Act 1948 on lease OT386/131 and or SO 1165. Lease renewal in 1986 pre-empts a disposition under the Conservation Act 1987 however Section 24 marginal strips, are not identified on any plan for this run.			
a) Type [Sec 24(9) or Sec 58]				
b) Date Created	N/A			
c) Plan Reference	N/A			

LAND STATUS REPORT THE HERRONS				[LIPS ref 12472]
Property	1	of	1	

Research – continued

Property	1	of	1	
If Crown land - Check Irrigation Maps.		Formerly (part) Last Chance Irrigation Scheme (NZ gazette 1923 page 1831) – grant of easement to convey water (OT16D/723).		
Mining Maps		No interest recorded National Mining Index.		
If Road				
a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989		a) Section 110A Public Works Act 1928 and section 29 Public Works Amendment Act 1948		
b) By Proc		b) Proc 272745 (SO 12784/12785)		
c) Plan		c) SO 271 (1879), SO 1702 (1879), SO 9388 (1944), SO 12784/12785 (1959)		
Other Relevant Information				
a) Concessions - Advice from DOC or Knight Frank.		a) There are no DoC concessions and or no current Recreation Permits.		
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 or Northern South Island Regional Landbank.		b) Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998 and Schedule 22 (Lake Roxburgh) Statutory Acknowledgement area.		
c) Mineral Ownership		c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the Kemp (1848). Contained in [provide evidence]: (a) Run 500, OT163/130 (1911) (b) Sec 78 Blk VIII Teviot SD formerly Part Run 501, OT337/142 (1939) (c) Sec 53 Blk VIII Teviot formerly Sec 7 Blk VIII Teviot SD (SO 1702) ungazetted school reserve (d) Sec 38 Blk III Cairnhill SD & Secs 59-64 Blk VIII Teviot SD, formerly legal road (SO 1165), are – where applicable - the earliest recorded leases available in the Land Titles Office Land Information New Zealand, after the Otago Waste Lands No 1 Act 1863.		
d) Other Info		d) N/A		

ATTACHMENT 1:

Recent copy of Lease Document OT 386/131



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Historical Search Copy

R. W. Muir
Registrar-General
of Land

Identifier **OT386/131**
Land Registration District **Otago**
Date Registered **15 January 1960 02:40 pm**

Part-Cancelled

Prior References
OT251/155

Type	Lease under s83 Land Act 1948	Term	Thirty-three years commencing on the first day of July 1953 and renewed for a further period of 33 years commencing on the 1.7.1986
Area	2004.1602 hectares more or less		

Pt
Legal Description Run 500, Section 38 Block III Cairnhill Survey District and Section 59-64 and Section 78 Block VIII Teviot Survey District

Original Proprietors *see 53.*
John Begg Miller as to a 1/2 share
Robin Adair Miller as to a 1/2 share

Interests

- 226573 Surrender of Lease as to part (5 acres 2 roods 18 perches) coloured red on plan - 6.11.1960 at 11.30 am
- 231723 Variation of the covenants of the within lease - 11.4.1961 at 11.22 am
- 260790 Proclamation proclaiming as closed road passing through the within land coloured red on plan herein - 24.7.1963 at 2.55 pm
- 272745 Proclamation taking the parts coloured red on plan hereon for a) Road purposes (13a 2r 3p) and b) for purposes of subsection 6 of Section 29 of the Public Works Amendment Act 1948 (1r 30p) respectively and closing the road hatched red on plan hereon - 10.6.1964 at 9.10 am
- 1742* 30974 Proclamation taking the leasehold estate in the part coloured red on the plan hereon (14 acres 32 perches) for the Development of Water Power (Roxburgh Power Project) from and after the 19th December 1966 - 4.1.1967 at 10.23 am
- 325475 Proclamation proclaiming as closed road hatched red on the plan hereon and adding the said land to Crown Land for development of water purposes - 28.3.1968 at 9.10 am
- 546106 Alteration increasing the annual rent to \$935 from and inclusive of 1 July 1979 - 4.12.1980 at 11.12 am
- 761254 Renewal of Lease for a further period of 33 years commencing on the 1.7.1986 and fixing (for the first 11 years) the annual rent at \$3,750.00 calculated on a rental value of \$250,000.00 - 17.8.1990 at 10.34 am
- 809878.2 Mortgage to The Rural Bank Limited - 16.7.1992 at 9.48 am
- 5020451.1 Discharge of Mortgage 809878.2 - 23.1.2001 at 10:56 am
- 5020451.2 Mortgage to Rabobank New Zealand Limited - 23.1.2001 at 10:56 am

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86/98

Issued as a Renewal of [see in Exchange for] Lease 15 JAN 1950
registered in Vol. 251 fol. 155

NEW ZEALAND	
LAND DISTRICT	
No. 141	

Registered in the Land Transfer Office
 Entered in the Register-book, Vol. 386 fol. 131
 15 day of January
 1950
 with Land Registrar.

Image Quality due to Condition of Original

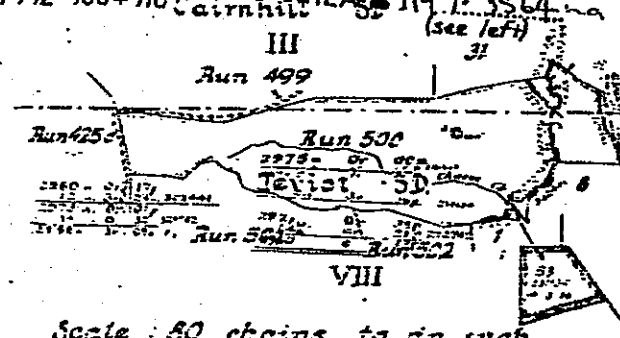
Pastoral Lease of Pastoral Land under the Land Act, 1948

No. 141

This Deed, made the 15th day of March 1950, between HIS MAJESTY THE KING (as Lessor) and HARRY EDWARD MILLER (as Lessee)

Tarata & Cairnhill S.D.

1197.3864 ha EQUIVALENT METRIC
 795.0000 ha
 1992.3864 ha Cairnhill AREA IS 1197.3864 (see left)



hereinafter referred to as "the Lessee"), 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 1950, together with the date of this lease and the aforesaid first day of July 1950, and to run until the first day of July 1983, and to be paid and to be performed 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 thirty pounds (£30, 0, 0) 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 to be paid in respect of the said premises in the following manner, to wit: the sum of (£15, 0, 0) by a deposit of (£15, 0, 0) (the receipt of which sum is hereby acknowledged) and thereafter (£15, 0, 0) half-yearly instalments of shillings 15/- on the 1st day of January and the 1st day of July in each and every year during the said term.

- AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-
1. THAT the Lessee will fully and generally pay the rent hereinafter reserved on the times and in the manner therein expressed in this Deed; 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 the water rate on the said land, and thereafter thereafter the same of the Lessee will be made moderately on the said land.
 3. THAT the Lessee will hold and use the said land lawfully for his own use and benefit, and will not use the same for any other purpose, except as may be permitted in writing by the Commissioner of the Land District of Otago: Provided that such approval shall 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 from the said land lawfully and in a lawful manner exercise all the rights of the said land 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") use and take all the fences and hedges, dikes and dykes along the said land of all sections therein, and will comply strictly with the provisions of the Statute in that behalf made, and will keep the said fences and hedges, dikes and dykes in good and lawful repair, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
 6. THAT the Lessee will keep the said land free from all weeds, rubbish, and other noxious matter, and will comply with all the provisions of the Statute in that behalf made, and will not, without the prior written consent of the Commissioner, plant or grow any trees or shrubs on the said land, or on any part of it.
 7. THAT the Lessee will fence and clear from weeds and brush all the boundaries of the said land, including any fences or dikes which may be required 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, plant or grow any trees or shrubs on the said land, or on any part of it.
 8. THAT the Lessee will at all times during the said term keep and maintain and keep in good and lawful repair, water, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto) which are being purchased by the Lessee or are being carried 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 or are being carried on the said land to their full insurable value in the name of the Commissioner in every instance after approval by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the expiration of the day on which any such premium becomes payable, the receipt for the premium.
 10. THAT the Lessee will not throughout the term of his lease, without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of a sum of money) as the Commissioner may think fit, pull up, or remove any fence, dike, or dyke on the said land, or on any part of it, and that he will throughout the term of his lease prevent the destruction of any such fence, dike, or dyke on the said land, or on any part of it, and that he will not, without the prior written consent of the Commissioner, plant or grow any trees or shrubs on the said land, or on any part of it.
 11. THAT the Lessee will not, except for the purpose of complying with any of the provisions of the Statute in that behalf made, pull up, or remove any fence, dike, or dyke on the said land, or on any part of it, and that he will not, without the prior written consent of the Commissioner, plant or grow any trees or shrubs on the said land, or on any part of it.
 12. THAT the Lessee will not, except for the purpose of complying with any of the provisions of the Statute in that behalf made, pull up, or remove any fence, dike, or dyke on the said land, or on any part of it, and that he will not, without the prior written consent of the Commissioner, plant or grow any trees or shrubs on the said land, or on any part of it.
 13. THAT the Lessee will not, except for the purpose of complying with any of the provisions of the Statute in that behalf made, pull up, or remove any fence, dike, or dyke on the said land, or on any part of it, and that he will not, without the prior written consent of the Commissioner, plant or grow any trees or shrubs on the said land, or on any part of it.
 14. THAT the Lessee will not, except for the purpose of complying with any of the provisions of the Statute in that behalf made, pull up, or remove any fence, dike, or dyke on the said land, or on any part of it, and that he will not, without the prior written consent of the Commissioner, plant or grow any trees or shrubs on the said land, or on any part of it.
 15. 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:-

16. THAT the Lessee shall have the ordinary right of passage over the said land, but shall have no right to the soil.
17. THAT the Lessee shall have no right, title, or claim whatsoever as any mineral (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 the Lessor together with a full 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 by 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 mineral: Provided that the Lessee shall be at no time have a 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 any use or occupation of the Lessor, or of any person authorized by him, or of any person lawfully engaged in the working, extraction, or removal of any such mineral: 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 may think fit, use any such mineral for any agricultural, pastoral, horticultural, or building purpose on the said land, but not otherwise.
18. THAT upon the expiration by effluxion of time of the term hereby granted and thereafter in the expiration of each successive term so to be granted to the Lessee the original Lessee shall have a right to station, in accordance with the provisions of section 46 (2) of the Land Act, 1948, as a tenant of the said land hereby leased as a tenant to be determined in the manner provided by Part VIII of the said Act for a term of thirty-three years commencing from the expiration of the term hereby granted and subject to the terms, covenants and provisions in this Deed, including this present provision for the removal thereof and all provisions auxiliary or incidental thereto.

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- (4) THAT the Lessee shall have no right of occupying the acreage of the said land;
 - (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:
 - (a) Cultivate any portion of the said land for the purpose of growing winter food for the stock dependent thereon;
 - (b) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (c) Plough and sow in grass any portion of the said land;
 - (d) Clear any portion of the said land by felling and burning back or scrub and sow the land as cleared in grass;
 - (e) Sinter now 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 sown in grass in good permanent sward and grasses to the satisfaction of the Commissioner.

(6) THAT the Lessee shall, prior to the start in stocking the said land and shall not afterwards, and for the purpose of this clause it is hereby expressly declared and agreed between the Land South-West Board and the Lessee that the amount of stock to be grazed on the said land shall not exceed the prime carrying capacity of the Commissioner, assessed from an area of a coast of one to a dry sheep head of one and a half for breeding ewes.

(7) THAT if the Lessee shall leave New Zealand or Australia the said land or if he shall proceed or fail or refuse to comply with the conditions and conditions herein expressed or implied to the satisfaction of the Land South-West Board or the Commissioner, as the case may be, he shall be liable to comply with the conditions and conditions herein expressed or implied to the Lessee, then the Land South-West Board may, subject to the provisions of section 114 of the Land Act, 1944, declare that lease to be forfeit, and that without discharging or releasing the Lessee from his liability for such forfeiture or for any part thereof of any moneys or conditions of the lease.

(8) THAT these provisions are intended to take effect as if a condition had been inserted in the said lease, and of the provisions made thereunder applicable to such lease as if it were a lease of the public lands in the same manner as if such provisions had been duly so inserted.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

In witness whereof the Commissioner of Crown Lands for the Land District of Otago, on behalf of the Lessee, hath hereunto set his hand and these presents have also been executed by the said Lessee.

Signed by the said Commissioner, on behalf of the Lessee, in the presence of:
 Witness: Richard Donnell
 Occupation: Land Office Clerk
 Address: _____

W. W. Marshall
 Commissioner of Crown Lands.

Signed by the above named as Lessee, in the presence of:
 Witness: John Miller
 Occupation: Farmer
 Address: _____

H. B. Miller
 Lessee.

(2) The Clause hereinbefore referred to:

THAT the Lessee shall be deemed not to have failed to use the acre in stocking, or to have overstocked so long as the or sheep depastured on the said land does not exceed 15% (fifteen per cent) or ten per cent on the carrying capacity which is based on the best herbage produced (but the Commissioner may by writing in writing permit the Lessee to depasture thereon any greater number of sheep or animals or equivalent so to do. Any permission so given shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Variation consented to by the Commissioner shall not affect the next payable dividend.

W. W. Marshall
 Commissioner of Crown Lands

H. B. Miller
 Lessee

- 221299 The land surrendered in 74, 2265 is now known as section 52 Block VIII Tairāwhiti District containing 1961 January 1961 at 2.60c
- 21124 Certificate of alteration issued in Block VIII Tairāwhiti District (Class 3 made 16 pounds) Issued from a plan hereon produced 17th March 1961 at 2.40c
- 22023 Variation of the conditions of within lease produced 11.2.1961 at 11.22c
- 22174 Transfer Harry Ragg Miller and Peter Francis Miller to Heron Estate Limited produced 11.2.1961 at 11.22c
- 22022 Harry Ragg Miller and Peter Francis Miller to Heron Estate Limited produced 11.2.1961 at 2.20c
- 220795 Transfer of 22079 Harry Ragg Miller to Heron Estate Limited produced 11.2.1961 at 2.50c
- 226573 Surrender of land (Sands 2000) to Heron Estate Limited produced 11.2.1961 at 11.22c
- 220574 Harry Ragg Miller to Heron Estate Limited produced 11.2.1961 at 2.47c
- 220795 Transfer of 22079 Harry Ragg Miller to Heron Estate Limited produced 11.2.1961 at 2.50c
- 226573 Surrender of land (Sands 2000) to Heron Estate Limited produced 11.2.1961 at 11.22c



DISCHARGED
563251/3 Mortgage to The New Zealand Insurance Company Limited 10.10.1981 at 11.9 am

[Signature]
A.L.R.

662644/4 Mortgage of his 1/2 share John Begg Miller to Peter Francis Miller 5.9.1986 at 10.34 am

[Signature]
A.L.R.

563251/4 Mortgage to The Rural Banking and Finance Corporation of New Zealand 8.10.1981 at 11.9 am

[Signature]
A.L.R.

761254 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1.7.1986 and fixing (for the first 11 years) the annual rent at \$3,750.00 calculated on a rental value of \$250,000.00 - 17.8.1990 at 10.34 am

[Signature]
A.L.R.

563251/5 Variation of Mortgage 528250/2 - 8.10.1981 at 11.9 am

[Signature]
A.L.R.

563251/6 Variation of Mortgage 528230/2 - 8.10.1981 at 11.9 am

[Signature]
A.L.R.

782269/6 Transfer to John Begg Miller abovenamed - 27.6.1991 at 9.59am

[Signature]
A.L.R.

563251/7 Memorandum of Priority ranking Mortgage 563251/3 as first Mortgage, Mortgage 528230/2 as second Mortgage, Mortgage 528250/3 as third Mortgage, Mortgage 520765 as fourth Mortgage - 8.10.1981 at 11.9 am

[Signature]
A.L.R.

782269/7 Transfer of a 1/2 share to Robin Adair Miller of Shingle Creek, Married Woman - 27.6.1991 at 9.59am

[Signature]
A.L.R.

DISCHARGED
571761 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 8.3.1982 at 2.32 pm

[Signature]
A.L.R.

DISCHARGED
782269/8 Mortgage to Wrightson Farmers Finance Limited - 27.6.1991 at 9.59am

[Signature]
A.L.R.

586749 Lease to Peter Francis Miller and John Begg Miller. Term 5 years from 1st of July 1981 with right of renewal and option to purchase - 29.11.1982 at 12.14 pm

[Signature]
A.L.R.

809878/2 Mortgage to The Rural Bank Limited - 16.7.1992 at 9.48am

[Signature]
A.L.R.

624888 Transmission of Mortgage 520765 to Peter Francis Miller and John Begg Miller as Executors - 5.11.1984 at 11.21 am.

[Signature]
A.L.R.

885747 Transfer affecting the estate of Her Majesty The Queen in fee simple being a grant of a right (in gross) to convey water over part herein shown marked as a black line on diagram annexed thereto together with incidental rights in favour of The Last Chance Irrigation Company Limited - 30.6.1995 at 12.37am
CT 16D/723 issued

[Signature]
A.L.R.

DISCHARGED
653949/2 Mortgage to The New Zealand Guardian Trust Company Limited 29.11.1985 at 2.04pm

[Signature]
A.L.R.

662644/2 Transfer of Lease 586749 to John Begg Miller - 5.9.1986 at 10.24 am

[Signature]
A.L.R.

DISCHARGED
662644/3 Mortgage to Bank of New Zealand - 5.9.1986 at 7.10.1991

[Signature]
A.L.R.

