

Crown Pastoral Land Tenure Review

Lease name : Shirlmar

Lease number : PO 192

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.

Copied October 2002

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

AGENT'S REF: Po192 **LINZ REF:** **CASE NO:**

LEASE NAME: Shirlmar

LESSEE: Shirlmar Station Limited

LOCATION: ~~Omarama~~ *Lincoln Bay*

DATE OF THIS REPORT:

4 February 2000

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LEASE DETAILS:

Land Tenure: Pastoral Lease.

Legal Description: Run 677 now Section 2 and 3 SO Plan 23198, Section 4 SO 23198, Certificate of Lease 386/79 (*Otago Registry*).

Area: 3521.8300 hectares.

Term: 33 years from 1 July 1991

Expiry Date: 30 June 2024.

Date of Next Review: 1 July 2002

Rental Value: \$260,000

Annual Rent: \$3,900

LAND STATUS REPORT SUMMARY:

Land Status Report prepared by the approved agent is attached.

SUMMARY OF FEATURES FROM TOPOGRAPHICAL AND CADASTRAL DATA:

Boundaries:

- The northern boundary fence with Po259 Morven Hills is on the legal line.
- The eastern boundary is with Po019 Dunstan Downs across and on the Dunstan Creek bed.

Towards the south a legal road near the Dunstan Creek bed becomes the legal boundary. The boundary fence is some distance above the legal boundary to take a practical line and avoid flood damage.

- The southern boundary fence with Po188 Longacre follows the correct line apart from some minor deviations.
- The western boundary with Po193 Merivale and Po053 Geordie Hill is fenced on legal line bar one minor variation.

Stock Route:

An old stock route is marked on the title diagram as a stock track reserve, it is approximately 4 ha in area and does not appear to be part of the lease. On the ground it is very difficult to distinguish the path of the track, this track has not served any purpose for years.

For the purposes of this due diligence, information from our records regarding the stock route is included in this report.

Legal Roads:

- The access road from State Highway 8, Goodger Road, continues on the legal line to become a country road on the neighbouring Merivale lease and also connects to the stock track reserve.
- There is an unformed legal road through the western end of the property, this is the same road that traverses most of the Lindis leases en route to the Morven Hills pylon road.

Marginal Strips:

There is a Section 24 (9) marginal strip on the portion of the Dunstan Creek within the lease in the northeast corner of the property.

Historic Sites:

The only recorded historic site on the lease is an open case lignite mine which was worked briefly in 1900.

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Communications Sites:

There are no obvious sites on the lease that would be suited for communication purposes as the locality is distant from a population base or a state highway.

SUMMARY OF LEASE DOCUMENT:

Memorandum 783488 Certificate of Alteration excluding Section 2 SO 23198 (840 ha) from within the lease and incorporates Section 4 SO 23198 (1430 ha) herein and increase the stock limitation to 2520 sheep and the annual rent at \$325 (registered 15 July 1991).

Memorandum 808031/2 renewing the term of the within lease for a term of 33 years commencing on the 1 July 1991 for a period of 33 years and fixing (for the first 11 years) the annual rental at \$3,900 calculated on a rental value of \$260,000 (registered 23 June 1992).

DETAILS OF ANY NEIGHBOURING CROWN OR CONSERVATION LAND:

We are not aware of any Crown land, other than the stock track reserve, on or adjacent to the lease.

FILE SEARCH:

A file search of three Land Information New Zealand files was carried out. The only issue of relevance are the waterways that qualify for marginal strip status. They are the left branch of the Timburn and Dunstan Creeks, only the Dunstan Creek marginal strip is now recorded.

A file search of all three Po192 Shirlmar files held by Knight Frank on behalf of the Commissioner has been carried out. The search date began from Folio 0 dated 1 March 1937 to 8 June 1999 ending with Folio 482. Refer appendices for more details.

Road Taking:

In 1936 2 acres, 7.5 perches was taken from Shirlmar to form the Goodger Road, this is consistent with the title area at issue of the pastoral lease. A reference to 48 acres taken for river bank reserve cannot be related to this lease.

The Previous Lessee:

Prior to the sale of the lease to the Davis family, the previous lessee carried out a large development programme with Marginal Land Board finance. Charges and mortgages relating to this have been discharged from the title. A Rural Housing Loan of \$15,000 was applied for in 1982, we guess that the loan did not proceed as there is no record of a Statutory Land Charge on the title.

Boundary Adjustment:

Following the purchase of Shirimar by the neighbouring Davis family on Po188 Longacre, it was agreed that the two brothers would alter the boundaries between the two leases and then farm on their own accounts. There is no reason to believe there could be any anomalies relating to land status following survey and variation of the title areas in 1990/91.

SUMMARY OF GOVERNMENT PROGRAMMES APPROVED FOR THE LEASE:

This lease has been the subject of just one Catchment Board Run Plan. It seems that the run plan has finished and obligations met as the agreement has been discharged from the title. Shirimar was outside the Rabbit and Land Management Programme area for eligibility.

UNCOMPLETED ACTIONS AND POTENTIAL LIABILITIES TO THE CROWN:


The Commissioner may wish to consider the incorporation of the Stock Track Reserve into the surrounding title.

Further investigation into the Rural Housing Loan is probably not warranted.


The boundary adjustment variation appears to be clean and we can see no reason to investigate the title alterations.

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:



Consultant 7/2/00



Manager 19/2/00

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Approved/Declined

Commissioner of Crown Lands / /

ATTACHMENTS:

- (1) Lease document 386/79.
- (2) List of information sources considered.
- (3) Land Status Check provided by agent for pastoral lease.
- (4) Land Status Check provided by agent for Stock Track Reserve

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ATTACHMENT 2:

List of information sources considered:

- (1) Topographical Map NZMS 260 G40 and H40
- (2) Terraview Cadastral map
- (3) Certificate of Lease 386/79.
- (4) Files:

Files held by Knight Frank:

Volume I Po 192 Shirlmar

Opened 1 March 1937 folio 0, closed 16 February 1979 folio 188.

Volume II Po 192 Shirlmar

Opened 20 February 1979 folio 189, closed 24 January 1990 folio 422

Volume III Po 192 Shirlmar

Opened 16 January 1990 folio 422.a, closed 8 January 1999 folio 482

File search ended 8 January 1999

Files held by LINZ:

CPL/04/11/12492 ZCH

Opened 1 March 1997, closed 16 August 1999, folio 12.

5200 D14 511 DCH

Opened 1 January 1990, closed 20 February 1997, folio 4.

7900 04 P192 1 DDN

Opened 10 June 1992, closed 1 January 1998.

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4.11.99

LAND & DEEDS
NEW ZEALAND
Registered in the LAND REGISTRY OFFICE
But not under the LAND TRANSFER ACT

Land as a Renewal of [in-Exchange] Lease
Farmer Reference
registered as Vol. 259 fol. 214

NEW ZEALAND
23 APR 1958
OTAGO

Registered in the Register-book, Vol. 386 fol. 79
the 21st day of April 1958
at 11:58 o'clock
M. J. [Signature]
Chief Land Registrar

LAND DISTRICT: No. 270

Pastoral Lease of Pastoral Land under the Land Act, 1948
No. F. 192

This Deed, made the 23rd day of March, 1958, is hereinafter referred to as "the Lessor", of the one part, and ERIC JAMES GOODGER (who, with his executors, administrators, and permitted assigns, 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 THREE pieces or parcels of land containing by admeasurement 3000 and 52.5 a perches, a little more or less, situated in the Land District of Otago, and being Run 677; Lindis Survey District

SECRET

(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, assessments, 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 1958 together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-eight and the aforesaid first day of July, one thousand nine hundred and fifty-eight. 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 one hundred and thirty pounds (£130. -- --) 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 equal half-yearly instalments of (£) pounds shillings and pence () on the 1st day of January and the 1st day of July in each year in the same manner as aforesaid.

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 herebefore reserved at the times and in the manner hereinafter named in this 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 thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his evidence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land thereof without the previous approval of the Land Registrar.
3. THAT the Lessee will hold and use the said land free from any lease, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Registrar.
4. THAT the Lessee will at all times use the said land 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 cut and trim all live fences and hedges, that may hereafter be required on the said land of all rotten woods, and will comply strictly with the provisions of the Native Woods Act, 1950.
6. THAT the Lessee will clear from weeds and other rubbish and other nuisances and generally comply with the provisions of the Rabbit Act, 1955.
7. THAT the Lessee will clean and clear from weeds and other rubbish and other nuisances 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 first day of January in each year, 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 or 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 Native Trees Act, 1946, 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 all 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 the purposes of the said 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 disturbances 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, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being used wholly or in part as a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building or dwellinghouse: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the removal thereof and all provisions ancillary or in relation thereto.

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4.11.99

REGISTERED OFFICE
SYSTEM ACT.

38479

SECRET

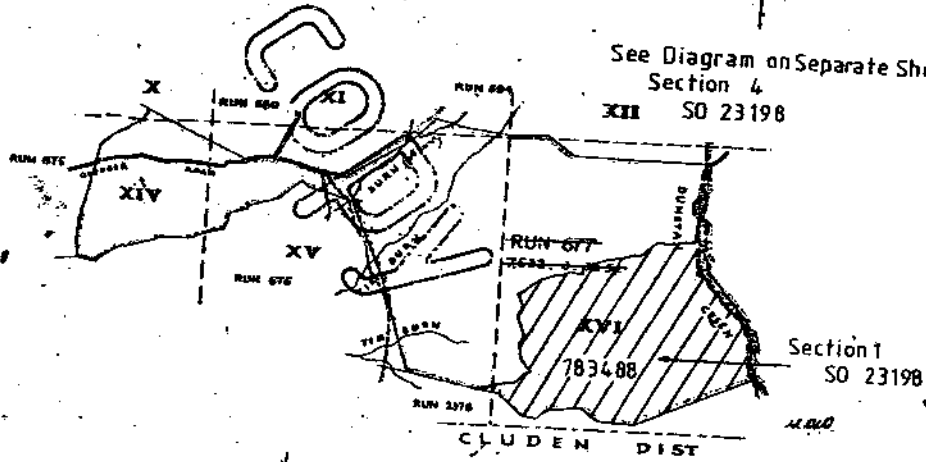
RUN 677
LINDIS S. D.

Scale 80 chains to an inch

EQUIVALENT METRIC

AREA IS ~~3028~~ 4720

See Diagram on Separate Sheet
Section 4
XII SO 23198



Section I
SO 23198

CLUDEN DIST

RUN 677 Now	Sec 1, 2 and 3	SO 23198	Doc 745522/2	AREA =	2931.83	ha
	Sec 1	SO 23198	excluded	Doc 783488	- 840	ha
	Sec 4	SO 23198	included	Doc 783488	+ 1430	ha
					<hr/>	
					3521.83	ha

SEE NEW DIAGRAM ON SEPARATE SHEET

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

4.11.99

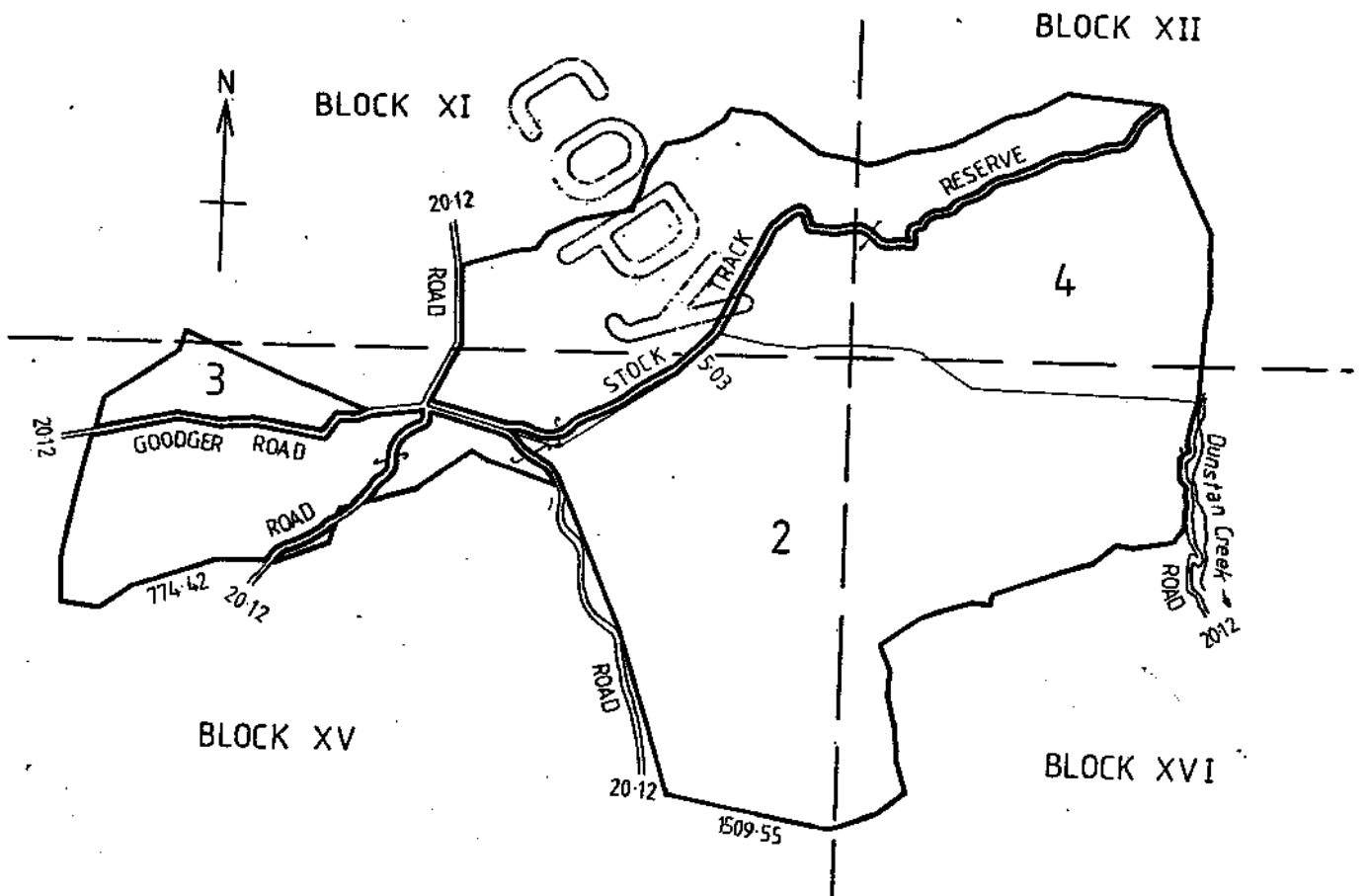
SECRET

Updated Diagram

[Signature]
16.18.1991

Assistant Land Registrar.

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SCALE 1:60 000 approx.

SO 23198

Area = 3521.83 ha *μ*

4.11.99

38479

- (6) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (7) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,
 - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (ii) Drop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (v) Surface sow in grass any portion of the said land;
 Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grasses to the satisfaction of the Commissioner.
- (8) THAT the Lessee shall not erect any buildings on the said land and shall not erect any fence for the purpose of this lease, it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the Lessee shall not be permitted to do so and the Commissioner shall not, without the prior consent of the Commissioner, proceed to do so. See below.
- (9) THAT if the Lessee shall leave New Zealand or otherwise the said land 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, or if he shall default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee 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 the rent due or accruing due or for any part thereof of any covenant or condition of the lease.
- (10) THAT these covenants are intended to take effect as a part of a lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

Nil.

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.

Otago

on behalf of the Lessor, hath hereunto set his

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

Witness: A. L. Messersmith
Occupation: Chief Clerk and Deputy Registrar
Address: Dunedin

G. J. Watt
Deputy Commissioner of Crown Lands

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

Witness: J. H. Scott
Occupation: Electrician
Address: Dunedin

J. H. Scott
Lessee

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

Witness: B. G. Goodger
Occupation: Electrician
Address: Dunedin

B. G. Goodger
Lessee

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- (11) 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 does not exceed 2200 (being an increase of ten per cent on the carrying capacity 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 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.

Reviewed by G. J. Watt
Commissioner of Crown Lands.

J. H. Scott
Lessee

B. G. Goodger
Lessee

Mortgage 16 349595 **DISCHARGED** 17/11/1972 at 11.34am
 by Stephenson Holdings Limited for the benefit of the Queen under the Marginal Lands Act 1969
at 11.34am on 17.11.1972 at 10.44am

249488 **DISCHARGED** 17/11/1972 at 11.32pm
 by Stephenson Holdings Limited for the benefit of the Queen under the Marginal Lands Act 1969
at 11.32pm on 17.11.1972 at 10.44am

Variation of Mortgage 16774-27/9/1962 at 2.56pm
for the benefit of the Queen under the Marginal Lands Act 1969

DISCHARGED
349595 Mortgage to Her Majesty the Queen under the Marginal Lands Act 1969 at 11.34am on 17.11.1972 at 10.44am

A.L.R.
395121 Evidence of the change of name of the Mortgage in Mortgage 249488 to NMA Wright Stephenson Holdings Limited entered 17.11.1972 at 10.44am

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. H. Scott A.L.R.

OVER ...

416240 Evidence of the Chan
Name of the Mortgage in
mortgage 249488 to Challenge
Corporation Limited entered
20.12.1973 at 10.40 am

4.11.99

Finance Corporation of New Zealand - 14.3.1980
2.17 pm

DISCHARGED
01 DEC 1983
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545213/1 Variation of Mortgage 531508 -
19.11.1980 at 10.55am

545213/2 Mortgage to Her Majesty the Queen
pursuant to the Marginal Lands Act 1950 -
19.11.1980 at 10.55am

Grant of a Prospecting Licence
in favour of Bronze Boulder Company
Limited affecting part of... and
herein for a term of 2 years
commencing on 23 January 1977
7.2.1974 at 3.00 pm

5D/1

of his 1/2 share Bryan George Goodger
447849/2 Transfer to Eric James Goodger
of Tarras Farmer - 6.10.1975 at 2.58 pm

550251 Mortgage to The Rural Banking and
Finance Corporation of New Zealand -
4.3.1981 at 10.05 am

447849/3 Mortgage to The Perpetual
Trustees Estate and Agency Company of
New Zealand Limited - 10.1975 at
2.58 pm

552894 Land Improvement Agreement under the
Soil Conservation and Rivers Control Act
1941 - 16.4.1981 at 2.21 pm

447849/4 Change of Name of
Mortgagee in Mortgage 166794 to
Wrightson NMA Farmers' Finance
Limited entered 6.10.1975 at 2.58 pm

561895 Variation of Mortgage 531508 -
17.9.1981 at 2.5 pm

580027/1 Variation of Mortgage 522587 -
27.7.1982 at 11.48 am

447849/5 Memorandum of Priority ranking
Mortgage 447849/3 as a first Mortgage
mortgage 166794 as a second Mortgage and
mortgage 249488 as a third Mortgage -
6.10.1975 at 2.58 pm

580027/2 Variation of Mortgage 550251 -
27.7.1982 at 11.48 am

580027/3 Mortgage to The Rural Banking and
Finance Corporation of New Zealand - 27.7.1982
at 11.48 am

520690/4 Transfer to Thomas Guy Mead of
Tarras Farmer - 7.8.1979 at 11.45 am

587088 Notice that Mortgage 525247 & 545213/2
have been vested in the Rural Banking and
Finance Corporation of New Zealand pur-
suant to Section 4 Rural Banking and Finance
Corporation Amendment Act 1982 -
3.12.1982 at 11.46 am

522587 Mortgage to The Perpetual Trustees
Estate and Agency Company of New Zealand
Limited - 17.8.1979 at 2.38 pm

597335/4 Variation of Mortgage 531508 -
30.6.1983 at 11.18 am

525497 Mortgage to Her Majesty the Queen
pursuant to the Marginal Lands Act 1950 -
2.11.1979 at 11.12 am

597335/5 Mortgage to The Rural Banking and
Finance Corporation of New Zealand -
30.6.1983 at 11.18 am

OVER....

C.T. 386/79

4.11.99

6 5. Variation of Mortgage 597355/5
15.5.1984 at 10.50 am

[Signature]
A.L.R.

640597/2 Mortgage to The Perpetual Trustees
Estate and Agency Company of New Zealand
Limited - 12.8.1985 at 9.57 am

RECORDED
INDEXED
10 DEC 1988

[Large diagonal stamp]
A.L.R.

783488 Certificate of Alteration
excluding Section 1 SO 23198 (840ha)
from the within lease and incorporating
Section 4 SO 23198 (1430ha) herein
and increasing the stock limitation
to 2520 sheep and the annual rent at
\$325.00 - 15.7.1991 at 10.08am

[Signature]
A.L.R.

640597/3 Memorandum of Priority ranking
Mortgage 640597/2 as first mortgage,
Mortgage 531508 as second mortgage, Mortgage
550251 as third mortgage and Mortgage
597355/5 as fourth mortgage - 12/8.1985
at 9.57am

[Signature]
A.L.R.

793168/6 Certificate of Alteration varying
the terms, covenants and conditions of
the within lease - 26.11.1991 at 9.27am

[Signature]
A.L.R.

793168/7 Transfer to Shirlmar Station
Limited - 26.11.1991 at 9.27am

[Signature]
A.L.R.

793168/8 Mortgage to Wrightson Farmers
Finance Limited - 26.11.1991 at 9.27am

[Signature]
A.L.R.

668747 Transfer of a 1/2 share to
Davida Isobel Mead of Tarras married
woman - 3.12.1986 at 9.27 am

[Signature]
A.L.R.

717264/1 Change of Name of the Mortgagee in
Mortgage 640597/2 to AMP Perpetual Trustee
Company N.Z. Limited - 1.12.1988 at 10.14am

[Large diagonal stamp]
A.L.R.

808031/2 Memorandum renewing the
term of the within lease for a term
of 33 years commencing on the
1.7.1991 and fixing (for the first
11 years) the annual rent at
\$3,900.00 calculated on a rental
value of \$260,000.00 - 23.6.1992 at
10.11 am

[Signature]
A.L.R.

720535/1 Transfer to Peter Coven Heath
Davis, Lee Anne Davis, John Davis Lunn
Davis and Helen Beatrice Davis all of
Tarras sheepfarmers as tenants in common
equal shares - 30.1.1989 at 9.25
am

[Signature]
A.L.R.

899041 Exploration Permit under
Section 81 of the Minerals Act 1991
over part of the within land in favour
of Aurum Reef Resources (NZ) Limited
for a term of 3 years commencing on
23.11.1994 - 8.11.1995 at 9.01am .
See Volume 9D Folio 529

P Ellwood
A.L.R.

720535/2 Mortgage to Wrightson Farmers
Finance Limited - 30.1.1989 at 9.25
am

RECORDED
INDEXED
26 NOV 1989

[Signature]
A.L.R.

720535/4 Mortgage to Mark John Grant
Davis, Peter Coven Heath Davis and Judith
Penelope Joan Rennell - 30.1.1989 at
9.25 am

RECORDED
INDEXED

[Signature]
A.L.R.

745522/2 New description has been allocated
for the within land as follows:
Now known as - Sections 1, 2, 3 S.O. Plan
23198
- 22.12.1989 at 9.52 am

[Signature]
A.L.R.

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**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

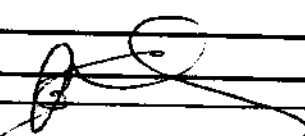
Project Number 6NLI11.01/016YD

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50175 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.



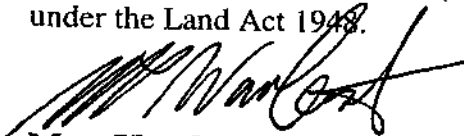
LAND STATUS REPORT for Timburn / Shirlmar / Longacre / Geordie Hill / Merivale and Nine Mile		LIPS Ref 14187
Property	7 of 7	Shirlmar - Stock Track Reserve

Land District	Otago
Legal Description	Crown Land intersecting Section 4 SO 23198
Area	4 ha approx.
Status	Crown Land under the Land Act 1948.
Instrument of title / lease	Not held under any instrument or document registered in LTO.
Encumbrances	If disposal considered land would be subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998.
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 1848 Kemp Purchase.
Statute	Land Act 1948.

Data Correct as at	8 October 1999
[Certification Attached]	
Prepared by	G Patrick 
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

Certified - correct as to status

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 under the Land Act 1948.


Max Haydn Warburton

Chief Surveyor

Land Information New Zealand, Dunedin.

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**LAND STATUS REPORT for Timburn / Shirlmar /
Longacre / Geordie Hill / Merivale and Nine Mile**

LIPS Ref 14187

Property 7 of 7

Shirlmar - Stock Track Reserve

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.

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LAND STATUS REPORT for Timburn / Shirlmar / Longacre / Geordie Hill / Merivale and Nine Mile

LIPS Ref 14187

Property 7 of 7

Shirlmar - Stock Track Reserve

Research Data: *Some Items may be not applicable*

SDI Print Obtained	Yes / No
NZMS 261 Ref	G40 & H40
Local Authority	Central Otago District Council
Crown Acquisition Map	Kemp
SO Plan	<ol style="list-style-type: none"> 1. SO 2296 approved January 1943 being a plan of Runs 694 and Part Run 680. 2. SO 23198 approved December 1989 being of plan of Sections 1 - 4. Amended July 1992 to include Marginal Strips.
Relevant Gazette Notices	None found.
CT Ref / Lease Ref	Not applicable.
Plan Index	None.
Legalisation Cards	SO 2296 - none.
CLR	Searched but nothing found.
Allocation Maps (if applicable)	G40 & H40 Nothing shown. Shown as Property 1301 on LIPS map G40.
VNZ Ref - if known	Not searched.
Crown Grant Maps	Not applicable.
Subject land Marginal Strip : a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) Not applicable b) c)

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**LAND STATUS REPORT for Timburn / Shirlmar /
Longacre / Geordie Hill / Merivale and Nine Mile**

LIPS Ref 14187

Property 7 of 7

Shirlmar - Stock Track Reserve

Research - continued

If Crown land - Check Irrigation Maps.	G40 & H40 Searched and nothing found. Data on Timburn file.
Mining Maps	G40 & H40 Searched and nothing found. Data on Timburn file.
<p>If Road</p> <p>a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989</p> <p>b) By Proc</p>	<p>a) SO Plan</p> <p>b) Proc Plan</p> <p>c) Gazette Ref</p>
<p>Other Relevant Information</p> <p>a) Concessions - Advice from DOC or Knight Frank.</p> <p>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>c) Mineral Ownership</p> <p>d) Other Info</p>	<p>a)</p> <p>b) None known</p> <p>c) Either</p> <p><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 Purchase.</p> <p><input type="checkbox"/> Contained in [provide evidence].</p> <p>d)</p>

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**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

Project Number 6NLI11.01/016YD

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50175 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.



LAND STATUS REPORT for Timburn / Shirlmar / Longacre / Geordie Hill / Merivale and Nine Mile		LIPS Ref 12492
Property	3 of 7	Shirlmar

Land District	Otago
Legal Description	Sections 2, 3 and 4 SO 23198
Area	3521.83 ha
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease P 192
Instrument of title / lease	CL 386 / 79
Encumbrances	1) Subject to Marginal strips as detailed in research data.
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 1848 Kemp Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	8 October 1999
Certification Attached	

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

Certified - correct as to status

Pursuant to Section 11(1)(I) 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 under the Land Act 1948 subject to Pastoral Lease registered as 386/79

Max Haydn Warburton
 Chief Surveyor
 Land Information New Zealand, Dunedin.
 15/10/1999

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LAND STATUS REPORT for Timburn / Shirlmar / Longacre / Geordie Hill / Merivale and Nine Mile				LIPS Ref 12492
Prop	3	of	7	Shirlmar

Notes : This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6.

Nothing noted on file.

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LAND STATUS REPORT for Timburn / Shirlmar / Longacre / Geordie Hill / Merivale and Nine Mile				LIPS Ref 12492
Prog	3	of	7	Shirlmar

Research Data: *Some Items may be not applicable*

SDI Print Obtained	Yes / No
NZMS 261 Ref	G40 & H40
Local Authority	Central Otago District Council
Crown Acquisition Map	Kemp
SO Plan	SO 23198 approved December 1989 being of plan of Sections 1 - 4. Amended July 1992 to include Marginal Strips.
Relevant Gazette Notices	None found.
CT Ref / Lease Ref	1) CL 386/79 [live] 2) Sighted but not copied prior reference CL 259/214. Held on pastoral tenure since 1937 No other history on file. 3) Memo of Renewal registered as 808031/2.
Plan Index	Attached.
Legalisation Cards	SO 23198 – attached.
CLR	Confirms Pastoral status.
Allocation Maps (if applicable)	G40 & H40 DOC / SOE / Proposed SOE Claim Lands - Searched but nothing found. Data on Timburn file.
VNZ Ref - if known	28411/02700
own Grant Maps	Not applicable.
If Subject land Marginal Strip : a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) Sec 24(9) b) 1/7/91 c) SO 23198 a – b and c – d.

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LAND STATUS REPORT for Timburn / Shirlmar / Longacre / Geordie Hill / Merivale and Nine Mile				LIPS Ref 12492
Prop	3	of	7	Shirlmar

Research – continued

If Crown land – Check Irrigation Maps.	G40 & H40 Searched and nothing found. Data on Timburn file.
Mining Maps	G40 & H40 Searched and nothing found. Data on Timburn file.
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) Knight Frank Ltd advised 24/9/99 that property not subject to any recreation permits. 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 Purchase. <input type="checkbox"/> Contained in [provide evidence]. d)

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