

Crown Pastoral Land Tenure Review

Lease name : Ben Avon

Lease number : PO 251

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

Our Ref: Po 251/1 (AT0069)
Your Ref: CPR 01/01/20/85

22 May 2000

LAND RESOURCES DIVISION

Commissioner of Crown Lands
Land Information New Zealand
Private Box 5501
WELLINGTON

Knight Frank House
41 - 43 Tarbert Street, Alexandra
Telephone: (03) 448 6935
Facsimile: (03) 448 9099

ATTENTION: DAVID GULLEN

Dear Sir

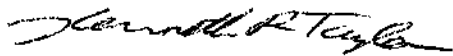
RE: TENURE REVIEW DUE DILIGENCE REPORT - BEN AVON

On 15 July 1999 you approved the *Pre Review Project Plan* for the Tenure Review of the above lease.

We have previously forwarded to you a scoping report of this review accompanied by the pre tenure review financial reports.

We now enclose the due diligence report for this lease accompanied by the status check completed by Opus International Consultants.

Yours faithfully
KNIGHT FRANK (NZ) LIMITED



K R Taylor
Manager, Alexandra

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cc Bob Lysaght, Crown Property Contracts, P O Box 4721, CHRISTCHURCH

Geoff Holgate, Knight Frank (NZ) Limited, P O Box 142, CHRISTCHURCH

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Postal Address:
P O Box 27, Alexandra
Knight Frank (NZ) Limited
(An LPL Group Company)
INTERNATIONAL PROPERTY CONSULTANTS

DUE DILIGENCE REPORT

CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

File Ref: Po251/1 Report No: AT0069 Report Date: 11 May 2000
Office of Agent: Alexandra LINZ Case No: Date sent to LINZ: 22/5/00

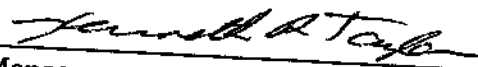
RECOMMENDATIONS:

- (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 Contracts (*or others*):
 - (a) The existence of a recreation permit (*RPo018*) to R D Fraser for guided fishing trips and heli-hiking on the pastoral lease in the Dingleburn Valley that expires on 1 September 2003 is brought to your attention.

Signed by Knight Frank (NZ) Limited:



Name:



Manager:

Approved/Declined

Name:

Date of decision:

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(1) Details of lease.

Lease Name: Ben Avon Station

Location: The property is situated on the west side of the Ahuriri Valley approximately 12 kms off State Highway 8 between the Lindis Pass and Omarama. It covers 8300 ha of land from the Ahuriri River over the range into the Dingleburn Valley. The homestead and buildings are located on a 81 ha freehold block on the flats near the mouth of Birch Creek.

Lessee: Ben Avon Run Co Limited.

Tenure: Pastoral Lease under the Land Act 1948. Pastoral Lease P251.

Term: 33 years from 1 July 1992 to 30 June 2025

Annual Rent: \$2,850 (plus GST)

Rental Value: \$190,000

Date of Next Review: 1 July 2003

Land Registry Folio Ref: CL A2/1220 (Otago Registry)

Legal Description: Part Run 429A, Longslip and Longslipside Survey Districts Part Run 433 Longslipside Survey Districts, Sections 1, 3, and 5 SO Plan 22899 and Section 2 S O Plan 223922 being all that land contained in CL A4/1220 (Otago Registry).

Area: 8300.2737 hectares

(2) File Search:

Files held by Agent on behalf of LINZ:

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File Reference	Volume	First Folio	Date	Last Folio	Date
Po251	1	1	3/7/1923	147	19/1/1970
	2	148	6/4/1970	346	22/5/1987
	3	348	17/6/1987	394	13/8/1993
	4	1	19/10/1993	72	15/8/1999
RPo018	1	1	2/9/1991	44	7/3/2000

Other relevant files held by LINZ:

<i>File Reference</i>	<i>Volume</i>	<i>First Folio</i>	<i>Date</i>	<i>Last Folio</i>	<i>Date</i>
5400/02/15972/1DDN1	1	1	24/4/1997	19	27/6/1997
7900/04/P251/1DDN	1	1	17/6/1992	7	8/2/1993
CPL04/11/12528ZCH	1	1	12/2/1999	10	16/8/1999

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

In 1923 the 13000 acre Run 433 at the head of the Dingleburn (*PR1709 issued originally for 14 years from the 1 March 1910 and renewed as PR 1712 for 35 years from 1 March 1924*) was acquired by Mrs Marian Cameron. Her husband Hugh Edward Cameron already held the 17000 acre Run 429A (*Ben Avon-PR 1575-21 years from 1 March 1918 later extended for 14 years from 1 March 1939*). The runs were managed as combined. Early history, up until the 1950's, is routine with files containing matters of rent payments, burning administration, and cropping requests.

In 1950 the property (*both runs*) was sold to John Kenneth Williamson and then in 1953 to Colin Walker.

The lease of the Ben Avon (*Run 429A - now called 0.2*) was renewed in 1952 as a Pastoral Occupation Licence (*LSB Case 3063 - not viewed*) for 6 years to bring it into line with expiry of the Run 433 Dingleburn area (*PR 1575*). The reason for a POL was that the new owner (*Williamson*) was struggling with management.

At lease renewal in 1959 (*LSB Case 6133 - Folio 110*) a Pastoral Lease Po251 was issued for 33 years from 1 July 1959 over all of the Ben Avon Run (*0.2*) and the 3400 acres in the northern section of the Dingleburn block (*part Run 433*). The 9650 acres surrendered from part Run 443 in the Dingleburn was to be left as Unoccupied Crown Land. All agreements to surrender were eventually obtained from landholder and mortgagees and the surrender registered on the new lease (*Memorial 231990*) in 1961.

Routine personal stock limitation increase, development works (*drainage and fencing*) and a very few property reports were made over the next 10 years. Some correspondence relates to an unresolved fencing problem with "Quailburn Station" on the river boundary and cattle grazing the area. In 1975 Rural Banking and Finance granted a loan for the building of a new house.

In 1976 the boundary of the State Forest in the UCL land was redefined (*SO Plan 17613*). A LDEL loan was taken up in 1978 and extended in 1981 and development proceeded mainly on the flats with good results.

The property was sold to Dick Cleland in 1982 and subleased back to the Walkers under the name of Ben Avon Station Limited who continued farm the area.

A request by Walker to acquire back a section of the UCL land to enable a better fencing boundary was received in 1984. No result was achieved. Mr Walker died in 1985 and his son Bill was approved as manager.

A Soil and Water Conservation Farm Plan was drafted in 1985 involving erosion control fencing and some aerial oversowing and top dressing.

The approval was given in 1985 for the construction of a road to an airstrip, which was duly completed. Much file data relates to the quality of its construction and a dispute that arose with the Waitaki Catchment Commission relating to approval conditions and who said what. A request for official information was received and duly responded to from B Mason (*researcher Federated Mountain Clubs*) re this track.

Bill Walker died in 1986 and Noel Stranger was approved as manager.

The property was put up for auction in 1988 but was purchased through private treaty by Ben Avon Run Company Limited (*Jim Morris*) in that year.

A boundary adjustment between Ben Avon and Longslip was agreed to by the lessees and the adjustment duly processed (*affecting Sections 1, 2, 3, 4 and 5- SO Plans 22899 and 23922*) in 1988/89. This was registered on the lease in 1996.

The UCL in the Dingleburn always had an open boundary with both Ben Avon and Long Slip and stock had access to the area. A short wing fence to the bush margin in the UCL was approved and erected in 1988 to keep any stock from each property apart. Many requests, inspections and reports were made re the possibility of reincorporating the UCL back into the respective leases or at least some form of tenure. From files it appears this was never granted even though many reports were written favouring the incorporation.

The lease was renewed in 1992 for 33 years with no change in terms or conditions. This was completed and registered in 1994.

An application to plant 80 ha of forestry on the flats was processed and granted subject to some landscape considerations. This has not yet been planted.

The Department of Conservation purchased a wetland area (23 ha) and negotiated a Conservation Covenant on an adjacent 51 ha of wetland in 1992. The removal from the lease was registered in 1996 (*Memorial 908729/5*). The Conservation covenant was also registered in 1999 (*Memorial 970689.1*) (*see Attachment 4*).

Some correspondence occurred relating to the need to take marginal strips around the scenic reserve and an application for exemption for Birch Creek was made (*Folio 375*). The Chief Surveyor defined the marginal strips for the whole property including the Scenic reserve in 1992 (*see attachment 3*). Birch creek was not granted an exemption.

The lessee objected to the apparent declaration of Marginal Strips after he had signed his acceptance of the renewal of lease but the fact they were deemed to exist at lease renewal without any compensation associated was explained.

An application was made by J Morris for a boundary adjustment with Quailburn in 1997 but was not processed due to the need for a joint application between owners.

From LINZ files it appears that the transfer from the lease to the reserve caused some difficulties as the lake bed was deemed to be UCL and as such would require the Minister of Land consent to gazette it. This appears to have been duly carried out. As far as the lease was concerned the area was correctly removed and memorial registered.

Overall the file search identified no uncompleted actions.

(3) **Summary of lease document:**

Terms of lease:

The commencement date of the pastoral lease on Crown files is in agreement with the Instrument of Title A2/ 1220 (*Otago Registry*).

The lease was issued on 1 March 1959 under the Land Act 1948 for a term of 33 years from 1 July 1959 and contains no non standard conditions.

Lease Stock Limit:

4290 Sheep (*no more than 1210 breeding ewes*)
50 Cattle

Personal Exemption:

7400 Sheep (*including not more than 2800 wethers*)
350 Cattle (*including not more than 250 breeding cows*)

(*Subject to the continuing availability of grazing in the Dingleburn valley on Birchwood and the UCL.*)

NB: Folio 354 has a note that Birchwood grazing no longer available as boundary fence repaired in 1991.

Block limitations:

Dingleburn Block 3500 ewes end February to late May. (*Noted as not enforceable as lacks fencing.*)

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Memorial of renewal registered on lease document:

868441 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1 July 1992 and fixing for the first 11 years the annual rent at \$2,850 calculated on a rental value to \$190,000 - 31 October 1994.

Other memorials registered on lease:

599646/1 Certificate of alteration varying the terms and covenants and conditions of the within lease - 9 August 1983 (*conditions relating to if lease is transferred to a company - share transfers, liability etc - standard conditions*).

Part of the within land is now known as Section 2 (157 sq.m.) and Section 4 (4.1496 ha) SO - 7 September 1988. See new appellation 710984/3 (*boundary with Longslip adjustment*).

Part of the within land is now known as Section 1 (23.9975 ha) and Section 2 (51.8 ha) SO plan 23922 - 10 September 1993. See new appellation 838340 (*Scenic Reserve and Covenant area*).

908729/1 Surrender of the within lease as to Sections 2 and 4 SO Plan 2899 (4.1653 ha) shown hatched black heron effective from 1 January 1989 - 28 May 1996 (*boundary with Longslip adjustment*).

908729/4 Certificate of Alteration incorporating Sections 1, 3 and 5 SO Plan 22899 (24.2871 ha) in the within lease - 28 May 1996 (*boundary with Longslip adjustment*).

908729/5 Surrender of the within lease as to Sections 2 SO Plan 23922 (23.9975 ha) shown hatched black heron effective from 1 July 1992 - 28 May 1996 (*Scenic Reserve*).

976089.1 Conservation covenant under the Reserves Act 1977 by the Minister of Conservation.- 5 October 1999 (*covenant over 51.8 ha of wetlands - owner to manage grazing to protect wetland values - non-grazing limits - consent from Minister for fencing, burning, cultivation, spraying, mining, prospecting and sowing of seed*) (see Attachment 4).

No rights of way are registered.

No compensation certificates exist on the lease document.

All documentation on the lease appears in order.

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Area adjustments:

All area adjustments on the lease are in agreement with files held by Knight Frank and the Status Check.

Original lease	30170	acres	
Less Memorial 231990	<u>9650</u>	acres	(UCL removed)
	2050	acres	
=	8304.1494	ha	
Less Memorial 908729/1	<u>4.1653</u>	ha	(Land surrendered to Longslip)
	8299.9841	ha	
Plus Memorial 908729/4	<u>24.2871</u>	ha	(Land added from Longslip)
	8324.2712	ha	
Less Memorial 908729/5	<u>23.9975</u>	ha	(Scenic reserve removed)
	8300.2737	ha	

Registered interests:

629969 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 14 February 1985. (Farm plan involving erosion control fencing and some oversowing and top dressing. In the agreement the owner was to negotiate a further plan to address the higher depleted country. This appears to have not been done. No problems for tenure review are seen in this agreement) (see attachment 5).

723683/8 Mortgage to Trustbank South Canterbury Limited - 8 March 1989.

Unregistered interests:

No unregistered easements are known to exist.

A recreation permit (RPo018) to R D Fraser was granted for 10 years from 1 September 1993 (expires 2003). The permit is for guided fishing and heli-hiking in the Wilkin and Young Valleys in the Mount Aspiring National Park and the Hunter and Dingleburn Valleys. It allows for landing rights and passage over the pastoral lease of Ben Avon. Fees are split on a 75% DoC/CCL basis. Some problems from illegal landings by other parties has occurred.

A concession from the Department of Conservation over 4 ha of the Marginal Strip (G39089 - Otago Conservation Inventory Document) on the true left bank of the lower Dingleburn River for commercial guided fishing is recorded as being held by R D Fraser. DoC Wanaka confirmed that this registration is actually the joint recreational permit (RPo018).

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

(4) Summarise any Government programmes for the lease:

A Waitaki Catchment Commission Run Plan (No76) was drawn up in 1976 involving 14.2 km of erosion control fences (4) and 82 ha of aerial oversowing and top dressing. Some general recommended grazing levels were incorporated. All works are thought to be completed with good results. The term of the agreement (*fencing maintenance, grazing etc*) is 33 years (*this expires in 2010*) (*see attachment 5*).

No retirement or surrender proposed. No complications are seen as affecting tenure review.

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

There are no Government approved programmes or issues from them that would affect tenure review.

(5) Summary of Land Status Report:

Copy attached as Schedule A.

The Land Status Report is in four parts:

- (i) the Status of CL A2/1220, the Pastoral Lease Po251.
- (ii) the Status of Section 1 SO plan 23922, being the Scenic Reserve.
- (iii) the Status of Section 1 Longslipside Survey District being the freehold land.
- (iv) the Status of Pt Run 443 being the UCL land in the Dingleburn.

The Land Status Report confirms the Crown Land Status under the Land Act 1948 subject to pastoral Lease registered as 1A2/1220. It records three encumbrances being, the farm plan agreement, the conservation covenant, and marginal strips as defined on SO 23881. The area is confirmed as 8300.2737 ha. No issues were identified.

The Status of Section 1 SO Plan 23922 being the Scenic Reserve was confirmed as Scenic Reserve by New Zealand Gazette 1997 Oage 1574 subject to the Reserves Act 1977. The only encumbrance noted is subject to Part 9 of the Ngai Tahu Claims Act 1998 (*Relevant Land*).

The Status of Section 1 Longslipside Survey District being the freehold land was confirmed as seized of an estate in fee simple (*CT 10D/775*). The Run Plan agreement is the only encumbrance.

The Status Check notes that the marginal strip defined as I - J on SO23881 (*see attachment 3*) has no legal status as the land has been gazetted for reserve purposes.

The Status of Part Run 443 being the UCL land in the Dingleburn was confirmed as Unoccupied Crown Land by Memorandum of Partial Surrender 231990 - allocated to the Department of Lands for management or disposal. (*Category 18 allocation approved in accordance with Ministerial Committee on Land Allocation Decision of 6 September 1988*).

The Status Report identifies an encumbrance being that the land is for review pending a joint report (*DoC/Landcorp*) in discussion with adjoining pastoral lessees on boundary rationalisation and grazing opportunities.

The Status Check notes comment also that the Ngai Tahu relinquished their claim to this land conditional upon assurances from the Chief Crown Property Officer/Commissioner of Crown Lands that this block would be considered in the tenure review of Longslip and or Ben Avon Stations. As the Ngai Tahu Claim has been settled this commitment is seen as having no relevance. The Chief Crown Property Officer has indicated that this land will be reviewed under Part 3 of the CPL Act.

(6) Review of topographical and Cadastral data:

Cadastral Maps:

NZMS 260 G39

Topographical Maps:

NZMS 260 G 39

No communication sites or National Grid power transmission lines are marked on the above maps.

The local power supply line to the Birchwood Station follows the Birchwood Road across the full length of the property flats.

The Cadastral map shows that the Ahuriri River has a marginal strip for its full length of boundary with the lease except for a small break near the mouth of Birchwood Creek. No marginal strips are shown on the Dingleburn or Avon Burn. The marginal strips for the property were processed at lease renewal (*see file search section*).

The boundary alterations with Longslip Station and the creation of the scenic reserve are not yet registered on the Cadastral map.

All the boundaries of the lease on the range top against the UCL and lease land in the Dingle Burn appear unfenced. A short wing fence into bush in the UCL land near the boundary with Longslip in the south appears to split the UCL in two.

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The fenced and legal boundaries appear to be reasonably close with two exceptions;

- (1) The fence from the mouth of the Avon Burn across the flats to the Ahuriri River in the South East appears to be outside the legal boundary.
- (2) The northern boundary against Birchwood at the foot of the range appears to also be outside the legal boundary (*see attachment 6*).

A hut marked as Ben Avon Hut is shown on the topographical map on the pastoral lease in the Dingleburn Valley at the southern end of the flats. No file data could be found related to this hut but it is known to belong to Ben Avon Station.

The lease has only one legal road affecting it being the Birchwood Road. The road is gravelled, unfenced, contains many fords, and is of four wheel drive status in rough weather. It crosses the full length of the property flats. The existing road follows its legal line very closely for most of its length with only very minor variations.

No paper roads are in existence.

Within the lease no historic sites are shown.

(7) Details of neighbouring Crown or conservation land:

A Scenic Reserve subject to the Reserves Act 1977 covering 23.9975 ha was removed from the lease in 1996. This reserve is in the form of a lake and wetlands margin adjacent to a 51 ha area of the lease subject to a conservation covenant protecting wetland values (*see attachment 4*). This is located on the flats below the legal road just north of Birch Creek. The area is ring fenced.

The Crown land on the riverbed of the Ahuriri River on the eastern boundary is subject to the National Water Conservation (*Ahuriri River*) Order 1990. This Order effectively maintains minimum flows in the river by prohibiting extraction below certain specified flows at designated points and prohibits granting of Water Rights, damming or allowing discharge of water into it except under very specific rules.

No implications are seen from this on tenure review.

3905 ha of Unoccupied Crown Land in the Dingleburn catchment exists on the western boundary of the lease. This was surrendered from part Run 443 at issue of the lease in 1959 and registered in 1961. The reason for dropping this area from the lease for soil and water values but the lessee reason was to avoid what he considered excessive pest rates. The area was never fenced out and both Ben Avon and Longslip stock continued to graze the area. In 1989 a wing fence into this area was approved and constructed to keep each stations stock apart. Many attempts to have the land reincorporated into Longslip and Ben Avon have occurred. See file search and Status Check sections for details of history and problems around the review of the status of this land for tenure Review.

The balance of the run 443 retained in the lease bounds on the Hawea Conservation Area (G39063 - 5269 ha - Dingleburn Section - ex State Forest) in the southern end of the Dingle Burn Valley.

Marginal strips under part IVA Conservation Act 1987 were established in 1993 for the Dingle Burn, Avon Burn, a unnamed lake (*scenic reserve - see status check*), Birch Creek and the Ahuriri River (*see attachment 3*).

(8) Summary any uncompleted actions or potential liabilities:

- (1) The existence of a recreational permit (RPo018) to R D Fraser for guided fishing trips and heli-hiking on the pastoral lease in the Dingleburn Valley that expires on 1 September 2003 is brought to you attention (*see attachment 7*).

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ATTACHMENTS:

- (1) Schedule A - Land Status Report.
- (2) Copy of each recent instrument of title searched.
- (3) Marginal strips - Chief Surveyor.
- (4) Conservation covenant on wetlands.
- (5) Land Improvement Agreement - Memorial 629969.
- (6) Boundary variations from legal line.
- (7) Recreational Permit RPo018.
- (8) Memorial 908729/5 - Partial surrender scenic reserve.
- (9) Memorial 599646/1 - Variation of Lease.
- (10) Memorial 908729/1 - surrender land boundary adjustment.
- (11) Memorial 908729/4 - incorporation boundary adjustment

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OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE

Project Number 6NLI11 01 026YD

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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 Ben Avon LIPS Ref 12528

Property 1 of 4

Land District	Otago
Initial Description	Part Run 429A, Longslip and Longslipside Survey Districts, Part Run 433, Longslip, Longslipside and Mid-Hawea Survey Districts, Sections 1, 3 and 5 S O Plan 22899 and Section 2 S O Plan 23922.
Area	8300.2737 ha.
Status	Pastoral Lease under the Land Act 1948 subject to Pastoral Lease P. 251
Instrument of title / lease	CL A2 / 1220
Encumbrances	Subject to:- 1. Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941. Doc. 629969 2. Conservation Covenant under Section 77 Reserves Act 1977. Doc.976089.1 3. Marginal Strips as defined in SO 23881.
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.
Statutes	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	9 November, 1999
[Certification Attached]	

Prepared by	John Kirk <i>[Signature]</i>
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

Certification – 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 subject to Pastoral Lease A2/1220

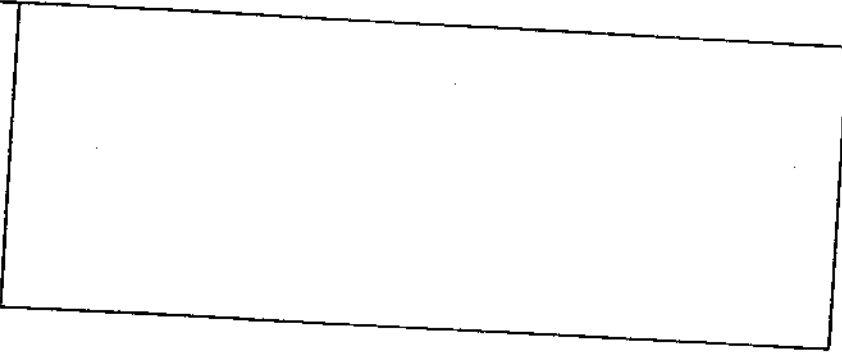


Chief Surveyor

Land Information New Zealand, Dunedin

13 1 12 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.



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Project Number 6NLI11 01 026YD



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LAND STATUS REPORT for Ben Avon			LIPS Ref
Property	2	of	4
			Scenic Reserve

Land District	Otago
General Description	Section 1 S O Plan 23922 situated in Longslipside Survey District.
Area	23.9975 ha
Status	Scenic Reserve
Instrument of title / lease	Gazette 1997 page 1574
Encumbrances	Subject to :- 1. Part IX of the Ngai Tahu Claims Settlement Act 1998 [Relevant Land].
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 Kemp Purchase of 1848
Statute	Reserves Act 1977

Data Correct as at	9 November 1999
[Certification Attached]	

Prepared by	John Kirk <i>[Signature]</i>
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

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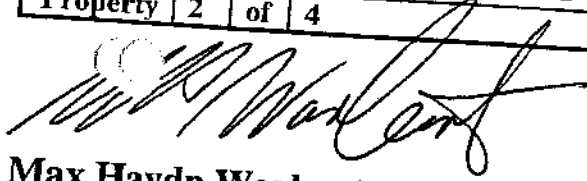
Certification - as to status
 Pursuant to Section 11(1)(i) of the Survey Act 1986 and acting under delegated authority of the Surveyor-General pursuant to Section 11(2) of that Act, I hereby certify that the land described above is Scenic Reserve subject to the Reserves Act 1977 by New Zealand Gazette 1997 page 1574.

LAND STATUS REPORT for Ben Avon

Property 2 of 4

LIPS Ref

Scenic Reserve



Max Haydn Warburton

Chief Surveyor

Land Information New Zealand, Dunedin.

131 12/1999

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 adjoining this Section being Section 2 S O Plan 23922 is contained in Part CL A2/1220 is subject to a Conservation Covenant under Section 77 of the Reserves Act 1977

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Project Number 6NLI11 01 026YD

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LAND STATUS REPORT for Ben Avon

LIPS Ref

Property 3 of 4

Land District	Otago
Legal Description	Section 1 Longslipside Survey District
Area	81.0029 hectares
Status	Estate in fee-simple
Instrument of title / lease	CT 10D / 775
Eneumbrances	Subject to Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 Doc. No 629969
Mineral Ownership	Contained in CT 10D/ 775
Statute	Land Transfer Act 1952

Data Correct as at	9 November 1999
[Certification Attached]	

Prepared by	John Kirk
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

Certification - 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 seised of an estate in fee simple contained in CT 10D/775.

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

131 12 1999

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**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

Project Number 6NLI11 01 026YD



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LAND STATUS REPORT for Ben Avon

Property	4	of	4	LIPS Ref
UCL				

Land District	Otago
Legal Description	Pt Run 433 Longslipside and Longslip Survey District.
Area	3905 ha approximately
Status	Unoccupied Crown Land by memorandum of partial surrender 231990 from Pastoral Lease CL 424/8 :- allocated to the Department of Lands for management or disposal. (Category 18 allocation approved in accordance with Ministerial Committee on Land Allocation decision of 6 September 1988 (MCLA (88) M12-Item 3(c))
Instrument of title / lease	PROMIS No.1106 No instrument of title or / lease.
Encumbrances	Pursuant to Category 18 Ministerial committee decision this area is Crown Lands for review pending a joint report in discussion with adjoining pastoral lessees on boundary rationalisation and grazing opportunities. Report is to be joint between DOC/Landcorp.
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 1848 Kemp Purchase
Statute	Allocations in terms of the State Owned Enterprises Act 1987 & the Conservation Act 1987. Managed under Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	9 November 1999
[Certification Attached]	

Prepared by	John Kirk <i>[Signature]</i>
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

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OFFICIAL INFORMATION ACT

LAND STATUS REPORT for Ben Avon

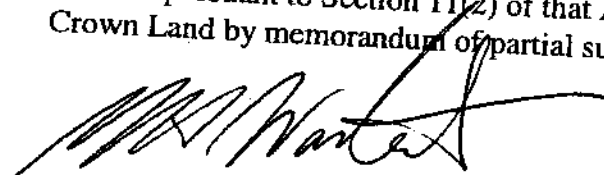
Property 4 of 4

LIPS Ref

UCL

Certification – 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 Unoccupied Crown Land by memorandum of partial surrender 231990.



Max Haydn Warburton

Chief Surveyor

Land Information New Zealand, Dunedin.

13 / 12 / 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.

1. Ngai Tahu relinquished their claim to this land (for landbanking) conditional upon an assurance from the Chief Crown Property Officer / Commissioner of Crown Lands that this block would be considered in the tenure review of Longslip and/or Glen Avon Stations. The Commissioner intends to review this block as a separate parcel of adjoining Crown Land, pursuant to Part 3 of the Crown Pastoral Land Act 1998. Ref letter 4 March 1999 from the Chief Crown Property Officer to Tony Perett of DOC (Dunedin)
2. A draft joint report between Knight Frank (NZ) Limited (formerly Landcorp) / Department of Conservation has been produced.

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OFFICIAL INFORMATION ACT

Attachment 2

RD REGISTRY OFFICE
RD TRANSFER ACT 1

Issued as a Renewal of [or in Exchange for] Lease
registered in Vol. 336 fol. 14
338 32

Nature: Lease
From: 9 SEP 1948
Time: 2:58
Fee: £ 1
Volunt. No. 140
NEW ZEALAND
O.T.A.G.O.
LAND DISTRICT

11
REGISTERED
5 1/2 o'clock
R. C. Walker
Land Registrar

Pastoral Lease of Pastoral Land under the Land Act, 1948
No. P. 251

This Deed, made the first day of March 1948 between HER MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and COLIN EDWARD WALKER or WALKER, in the Dominion of New Zealand, SHEPPARDNER and JOAN WALKER his wife (who, with his executors, administrators, and permitted assigns, are hereinafter referred to as "the Lessee"), of the other part, WITNESSETH 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 assign unto the Lessee All that piece or parcel of land containing by measurement 30170 acres and roads and perches, a little more or less, situated in the Land District of Otago and being Part Run 433 Longslip and Longslipside Survey Districts and Districts (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 together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty nine

See diagram on separate sheet.

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 ten pounds (£210.-) 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 (£) by a deposit of (£) (the receipt of which sum is hereby acknowledged) and thereafter by (£) half-yearly instalments of pounds shillings pence (£) on the 1st day of January and 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 punctually pay the rent hereinafter reserved at the times and in the manner hereinafter stated 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 obstructions and will comply strictly with the provisions of the Noxious Weeds Act, 1950 and the Rabbits Act, 1955.
- 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 Noxious Weeds Act, 1950 and the Rabbits Act, 1955.
- 7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses on 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 receipts 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, 1950, 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, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to Her 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 garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building: 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 69 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

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11-5-00

- (d) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
 - (e) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:
 - (i) Cultivate any portion of the said land for the purpose of growing winter food for the stock depastured thereon;
 - (ii) Deep 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.
- (f) THAT the Lessee shall ensure due care in stocking the said land and shall not overstock; and for the purpose of this clause it is hereby mutually understood and agreed between the Lessor 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 the carrying capacity of the land for a dry sheep unit of one and a half for feeding area.
- See below.
- (g) THAT if the Lessee shall leave New Zealand or abandon 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, 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 145 of the Land Act, 1948, declare this lease to be forborne, and that without discharging or releasing the Lessee from liability for rent due or owing due to the Lessor for any prior breach of any covenant or condition of the lease.
- (h) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE
IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

NIL

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: [Signature]

Occupation: [Signature]

Address: [Signature]

[Signature]
Commissioner of Crown Lands

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

Witness: [Signature]

Occupation: [Signature]

Address: [Signature]

[Signature]
Lessee
[Signature]
Lessee

- (c) THAT the Lessee shall be deemed not to have acted in use due care in stocking, or to have overstocked so long as the number of sheep and cattle depastured on the said land does not exceed 4250 sheep inclusive of 1210 ewes and 50 cattle (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 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.

[Signature]
Commissioner of Crown Lands
[Signature]
Lessee
[Signature]
Lessee

DISCHARGED
15 FEB 1968

Mortgage 148173 taken by [Signature] and from [Signature] to Margaret [Signature] and [Signature] on 12th February 1952 at [Signature] all

231970 Surrender of within lease as to the part [Signature] and on the plans hereon (7650 acres) [Signature] 18.4.1961 at 1.36 in (with consent of Mortgagees under Mortgage 148173) all

Variation of Mortgage 148173 produced 20.12.1961 at 2.17 o.o.

285203 Transmission of the interest in Mortgage 148173 of Margaret Smith Zimmerman to the Registrar of Land and Agency Company of New Zealand Limited 3.5.1965 at 11.32am

[Signature]
A.L.R.

349640 Mortgage to Charles Herbert King, Janette Muir King and Ewan Arthur Frank Hamilton on shares - 15.12.1969 at 11.35am

[Signature]
A.L.R.

371085 Transmission of the interest of Ewan Arthur Frank Hamilton in Mortgage 349640 to Evelyn Minnie Hamilton and Robert Walter Hamilton as Executors entered 1.6.1971 at 11.35 am

[Signature]
A.L.R.

452845 Assignment to The Rural Banking and Finance Corporation of New Zealand 198422.1.1976 at 2.17pm

[Signature]
FOR A.L.R.

CERTIFIED a true copy of C.T. 424/8, except as to colour and scale (Sheet 1 of two sheets - for plan see sheet 2)

[Signature]
A.L.R.

473939 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 10.51.1977 at 10.51 am

507983/5 Mortgage to Fitch Mackay Nominees Limited - 1.12.1978 at 2.23 pm

507983/6 Memorandum of Priority ranking Mortgage 507983/5 as a first Mortgage, Mortgage 452645/2 as a second Mortgage and Mortgage 473939 as a third Mortgage - 1.12.1978 at 2.23 pm

521247/1 Variation of Mortgage 452845/2 - 17.8.1979 at 9.25 am

521247/3 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 17.8.1979 at 9.26 am

521247/4 Mortgage to The National Bank of New Zealand Limited - 17.8.1979 at 9.26 am

565167/2 Variation of Mortgage 452845/2 - 9.11.1981 at 10.16 am

565167/3 Variation of Mortgage 521247/3 - 9.11.1981 at 10.16 am

565167/4 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 9.11.1981 at 10.16 am

599646/1 Certificate of Alteration varying the terms covenants and conditions of the within lease - 9.8.1983 at 10.21 am

599646/2 Transfer to Ben Avon Station Limited - 9.8.1983 at 10.21 am

608966/6 Mortgage to Hjorring Taft & Farrell Nominees Limited - 11.2.1984 at 11.23 am

608966/7 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 1.2.1984 at 11.23 am

608966/8 Memorandum of Priority ranking Mortgage 608966/6 as first Mortgage, Mortgage 608966/7 as second Mortgage, Mortgage 521247/3 as third Mortgage, Mortgage 521247/4 as fourth Mortgage, Mortgage 565167/4 as fifth Mortgage - 1.2.1984 at 11.23 am

629969 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 14.2.1985 at 10.28 am.

643473 Variation of Mortgage 608966/7 - 30.9.1985 at 1.30 pm

Part of the within land is now known as Section 2 (157m2) and Section 4 (8.1496 ha) S.O. 22899 - 7.9.1988 at 9.04 am See New Appellation 710984/3

723683/5 Transfer to Ben Avon Run Co. Limited - 8.3.1989 at 9.03am

723683/8 Mortgage to Trustbank South Canterbury Limited - 8.3.1989 at 9.03am

765582 Variation of Mortgage 723683/8 - 17.10.1990 at 9.42am

Part of the within land is now known as Section 1 (23.9975ha) and Section 2 (51.8ha) SO Plan 23922 - 10.9.1993 at 10.40 am See New Appellation 838340

868441 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1.7.1992 and fixing (for the first 11 years) the annual rental at \$2,850.00 plus GST calculated on a rental value of \$190,000.00 - 31.10.1994 at 10.21am

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Handwritten signatures and initials throughout the document, including 'Allison' and 'A.L.R.'.

DISCHARGED stamp

DISCHARGED stamp

DISCHARGED stamp

DISCHARGED stamp

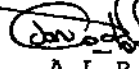
Large diagonal 'COPY' watermark across the center of the page.

C.T. A2/1220


11 - 6 - 00

REGISTERED

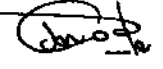
908729/1 Surrender of the within
lease as to Sections 2 & 4 SO Plan
22899 (4.1653ha) shown hatched black
hereon effective from 1st January
1989 - 28.5.1996 at 12.39 pm


A.L.R.

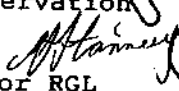
908729/4 Certificate of Alteration
incorporating Sections 1, 3 & 5 SO
Plan 22899 (24.2871 ha) in the within
lease - 28.5.1996 at 12.39 pm


A.L.R.

908729/5 Surrender of the within
lease as to Section 1 SO Plan 23922
(23.9975) shown hatched black hereon
effective from 1st July 1992 -
28.5.1996 at 12.39 pm

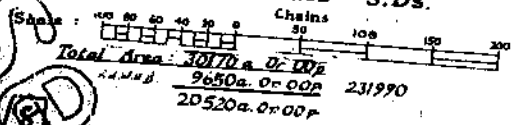

A.L.R.

976089.1 Conservation Covenant
under Section 77 Reserves Act
1977 by Minister of Conservation
5.10.1999 at 9.00


for RGL

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OFFICIAL INFORMATION ACT

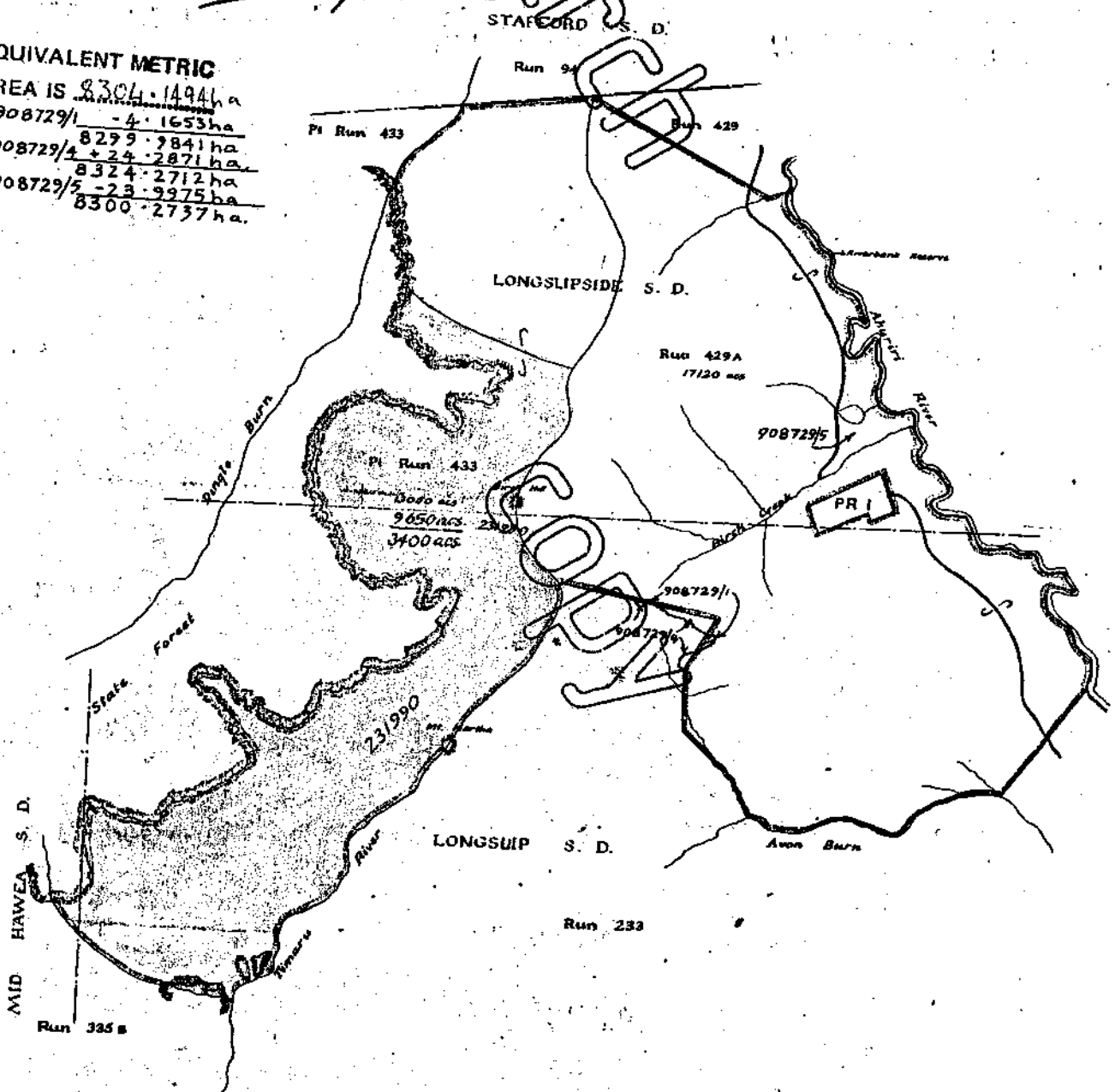
Run 429A, Longslip & Longslipside S. Ds, Pt Run 433 Longslip
 Longslipside & Mid Hawea S.Ds. REGISTER 11-5-00



CERTIFIED a true copy of C.T. 424 (8) except as to colour and scale (Sheet 2 of two sheets - for memorials see Sheet 1)
W. H. King A.S.R.

EQUIVALENT METRIC AREA IS 8304.1494 ha

908729/1	- 4.1653 ha
8299	- 7841 ha
908729/4	+ 24.2871 ha
8324	- 2712 ha
908729/5	- 23.9975 ha
8300	- 2737 ha



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Folio 1220

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References

Prior C/T 77/238

Transfer No.

N/C. Order No. 765582



Land and Deeds 69

11 - 5 - 00

REGISTER

No. 100/775

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate dated the 17th day of October one thousand nine hundred and ninety under the seal of the District Land Registrar of the Land Registration District of O T A G O

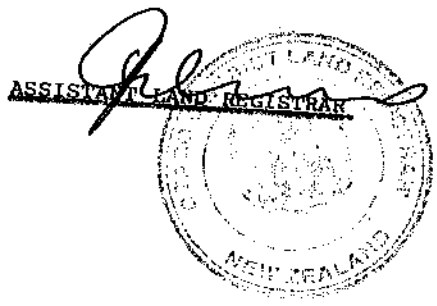
WITNESSETH that BEN AVON RUN CO. LIMITED

is seized of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be the several admeasurements a little more or less, that is to say: All that parcel of land containing 81.0029 hectares more or less being Section 1 LONGSLIPSIDE DISTRICT

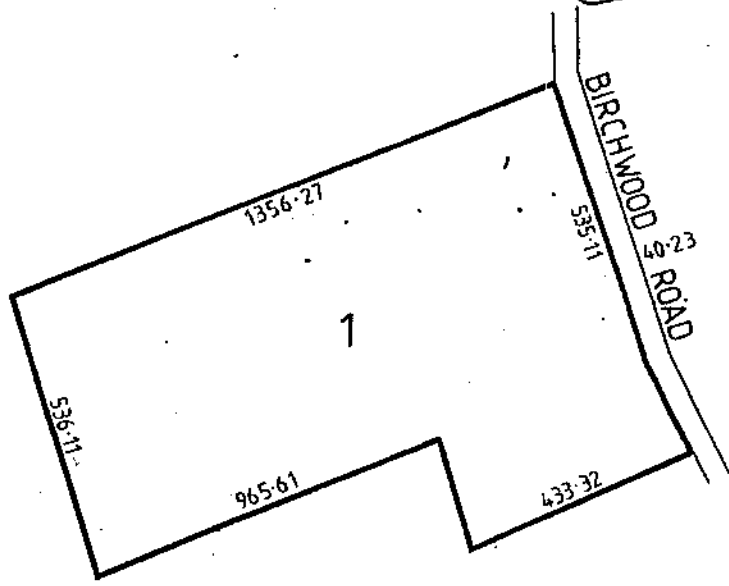
Interests at date of issue:

629969 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 14.2.1985 at 10.28am

723683/8 Mortgage to Trusteebank South Canterbury Limited - 8.3.1989 at 9.03am and varied 17.10.1990 at 9.42am (765582)



Planned COPY



SCALE 1:15000 approx
Area = 81.0029 ha

Measurements are Metric

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OFFICIAL INFORMATION ACT



No. 100/775

No.

Attachment 3

Ben Avon P 251

Consequent upon this renewal Marginal Strips have been reserved pursuant to Part IVA of the Conservation Act 1987 as more particularly delineated A-B, C-D, E-F, G-H & I-J on SO 23881

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 hereunto subscribed their names this day of 19

SIGNED for and on behalf of HER MAJESTY THE QUEEN pursuant to a Deed lodged with the District Land Registrar as No. by LANDCORPORATION LIMITED, by its Attorney in the presence of:

Witness:

Occupation:

Address:

SIGNED by the abovenamed Lessee

~~ROBERT WILLIAM BUTSON~~

in the presence of:

Witness:

Occupation:

Address:

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STANTON S.D.
PT RUN 94

Run boundary is as follows: ...
See S.O. 22973 & 103

1982B

QUEENSTOWN LAKES DISTRICT
PT RUN 433

STATE FOREST
Land pursuant to Sec 53
Conservation Act 1987

PT RUN 433

RUN 429

RUN 429A

LONGSLIP S.D.

LONGSLIP S.D.

PT RUN 233

COMPILED PLAN

PLAN OF MARGINAL STRIPS

DISTRICT OTAGO
of Blk. & Dist. LONGSLIP & LONGSLIPSIDE
S 261 Sheet G39 Record Map No. G39 B

MAINTAINED BY THE SURVEY DEPARTMENT

Shown	Lease	Description	Waterway
(A)-(B)	P 251	Pt Run 433	Dingle Burn
(C)-(D)	P 251	Run 429A	Birch Creek
(E)-(F)	P 251	Run 429A	Avon Burn
(G)-(H)	Adjoining	Crown Land	Avon River
(I)-(J)	P 251	Run 429A	Avon River
	P 251	Run 429A	Unowned Lake

Part IVA Conservation Act 1987
(Marginal Strips)



Approvals

OFFICIAL INFORMATION ACT

WAITAKI DISTRICT

Note: Under Sec 24(f) stream beds
Remain in Crown ownership.
Topographical information has been
adapted from NZMS 260 G39.

DATUM GEODETIC 1949
CIRCUIT LINDIS PEAK

Label Area
Comprised in All C.L.A.2/1220

Registered Surveyor & holder of an annual practicing certificate for the
may act as a registered surveyor pursuant to sections 55 of the Survey Act
1986. He is duly certified that this plan has been made from surveys executed
by or on behalf of his firm, and that the same are correct and true and
have been made in accordance with the Survey Regulations 1972 or any
amendment thereof.

FOR RECORD PURPOSES ONLY

TERRITORIAL AUTHORITY WAITAKI DISTRICT &
QUEENSTOWN LAKES DISTRICT

Surveyed by SPT OF SURVEY & LAND INFO.
Scale 1:5,000 Date AUG 1992

Approved for Record Purposes
12/93
Deposited this day of 19
District Land Registrar
7/6 7900-04- P251
Received 23/11/92
Authorities 910454 S023881

CONSERVATION COVENANT
(Section 77, Reserves Act 1977)

BETWEEN BEN AVON RUN CO LIMITED at Ashburton (the "Landholder")

AND MINISTER OF CONSERVATION (the "Minister")

WHEREAS

A Section 77 of the Reserves Act 1977 provides that:

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OFFICIAL INFORMATION ACT

i) The Minister may agree with any owner or lessee of any Crown land that all or part of the land should be managed so as to preserve the natural environment or landscape amenity or wildlife or freshwater life or marine-life habitat or historical value of the land;

ii) The terms of such agreement may be recorded in a conservation covenant which is registered against the title to the land or the lease so as to bind the land or the lease and its owner or lessee to the performance of the terms of the agreement, in perpetuity or for such other period as the parties may agree.

B The Landholder is registered as proprietor of an estate of leasehold in the land described in the Schedule ("the land") consisting predominantly of oxbow ponds, with sedge, grasses and matagouri communities.

C The Landholder and the Minister have agreed that the land be managed with the following conservation objectives:

i) Protecting the present natural character of the land, with particular regard to the natural functioning of its ecosystems;

ii) Maintaining the landscape values of the land.

D The land is currently grazed as part of a larger block, carrying approximately 2000 ewes in June, and the same for one week in September and two weeks in December. This is estimated to equate to 500 ewes on the land for those few weeks of the year. In addition cattle graze the land as part of a larger block. This grazing is more ad hoc, the larger block being stocked with 300 head of cattle for the period of 11 months each year.

NOW THEREFORE THIS DEED WITNESSES that in accordance with Section 77 of the Reserves Act 1977 the Landholder and the Minister MUTUALLY COVENANT that the land shall be managed for the purposes and objectives listed in recital C above, and in particular on the following conditions:

1 THE Landholder agrees to graze the land to the best of its ability in a manner consistent with the objectives stated above. The parties hereto expressly acknowledge that the conservation covenant objectives the subject of this covenant are to retain and protect the present natural character of the land with particular regard to the natural

[Handwritten signature]

functioning of its ecosystem and maintaining landscape values of the land. In this regard it is expressly hereby agreed and declared and recorded that the land has presently been top-dressed and the said land constitutes important grazing and is integral to the successful running of Ben Avon Station. It is further acknowledged and recorded that there is no intention by either party to on entering this covenant to increase or decrease stocking pressure. Monitoring as allowed for in clause 5 may be used as a guide to stocking levels.

2 THE Landholder will, so far as is practicable:

- a) Keep the land free from gorse, broom, sweet briar, ragwort, nodding thistle and all other noxious plants and in particular comply with the provisions of, and any notices given under, the Noxious Plants Act 1978;
- b) Keep the land free from exotic tree species, present willows excepted;
- c) Keep the land free from rabbits and vermin and in particular comply with the provisions of, and any notices given under, the Agricultural Pests Destruction Act 1967;
- d) Not deposit any rubbish or other unsightly or offence material on the land.
- e) As strategies are developed pursuant to the Biosecurity Act 1993 meet its responsibilities under that Act in lieu of its obligations under the Noxious Plants Act 1978 and the Agricultural Pests Destruction Act 1967.

HOWEVER the Landholder may request assistance from the Minister in meeting these obligations if they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Deed, or as otherwise agreed under clause 6.

3 (1) THE Landholder will not carry out, nor allow to be carried out, without the Minister's prior approval:

- a) The erection of any fence, building, structure or other improvements on the land whether for the Landholder's purposes or for other private or public purposes;
- b) Any burning, chemical spraying or the sowing of seed on the land;
- c) Any prospecting or mining for minerals, coal or other deposit on or under the land;
- d) Any cultivation, earthworks or other soil disturbance on the land.

(2) THE Minister will have regard to the objectives of this Deed when considering any request for approval under this clause, and will not unreasonably decline approval.

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- 4 THE Landholder will not carry out any top-dressing without the Minister's prior approval, while realising that Hieracium invasion may be controlled and tussock vigour may benefit from an application of fertiliser.
- 5 THE Landholder grants to the Minister and any officer or duly authorised agent of the Minister, a right of access onto the land for the purposes of examining and recording the condition of the land or for carrying out protection or maintenance work on the land consistent with the objectives set out in this Deed; however in exercising this right, the Minister and officers or agents of the Minister will consult with the Landholder in advance and have regard to all reasonable requests.
- 6 (1) THE Minister will pay to the Landholder a proportionate share of the cost of a programme for the eradication or control of noxious plants or exotic tree species or pests under clause 2(a), (b) or (c) if such programme has first been approved by the Minister.
- (2) The proportionate share payable by the Minister under this clause will be calculated having regard to the purpose of any expenditure, with the intent that:
- Expenditure essentially for nature conservation purposes only will be borne by the Minister;
 - Expenditure essentially for farming purposes only will be borne by the Landholder;
 - Where the expenditure is partly for nature conservation and partly for farming purposes then the expenditure will be borne by the parties equally or in such other proportion as they may agree and failing agreement as may be determined by arbitration as provided for under clause 9(h).
- 7 THE Minister may, in the event of wildfire upon or threatening the land, render assistance to the Landholder in suppressing the fire. This assistance will be at no cost to the Landholder, unless the Landholder was responsible for the wildfire through wilful action or negligence, including the case where the wildfire was caused by the escape of a permitted fire due to non-adherence to the conditions of the permit.
- 8 THE Minister may:
- Provide to the Landholder from time to time, and at any time upon request by the Landholder, such technical advice or assistance as may be necessary or desirable to assist in meeting the objectives set out in this Deed;
 - Prepare, in consultation with the Landholder, a joint plan for the management of the land designed to implement the objectives of this Deed to the mutual satisfaction of the parties.

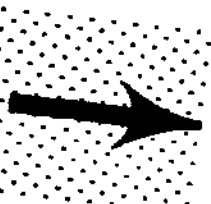
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9 FOR the avoidance of doubt:

- a) The covenants contained in this Deed shall bind the Landholder and the Landholder's heirs, executors, successors and assigns in perpetuity;
- b) The Landholder will not be personally liable in damages for any breach of covenant committed after he/she/it has parted with all interest in the land in respect of which such a breach occurs.
- c) Where there is more than one owner of the leasehold or fee simple title to the land, the covenants contained in this Deed shall bind each owner jointly and severally.
- d) Where the Landholder is a company the covenants contained in this Deed shall bind a receiver, liquidator, statutory manager or statutory receiver. Where the Landholder is a natural person this Deed shall bind the Official Assignee. In either case this Deed binds a mortgagee in possession.
- e) The reference to any Act in this Deed extends to and includes any amendment to, or re-enactment of that Act.
- f) Any notice required to be given in terms of this Deed shall be sufficiently given if made in writing and served as provided in Section 152 of the Property Law Act 1952 and shall be sufficiently given if actually received by the party to whom it is addressed or that party's solicitor.
- g) Any notice required to be given by the Minister shall be sufficiently given if it is signed by the Regional Conservator, Department of Conservation, Christchurch. Any notice required to be served upon the Minister shall be sufficiently served if delivered to the office for the time being of the Regional Conservator, Department of Conservation, Christchurch.
- h) Any dispute which arises between the Landholder and the Minister in any way relating to this Deed may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1996.


SCHEDULE


 All that piece of land containing 51.8 hectares, more or less being Part Run 429A Longslipside Survey District and being part of the land comprised and described in Certificate of Title Volume A2 Folio 1220 (Otago Registry) as the same is more particular delineated on S.O. Plan 23922 and thereon marked as Section 2.


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DATED this

17

day of

August

1999

THE COMMON SEAL of
BEN AVON RUN CO LIMITED
was hereunto affixed in
the presence of:



Director

[Signature]

Director

[Signature]

SIGNED by the Regional Conservator
for the Canterbury Conservancy
Department of Conservation acting
for and on behalf of the Minister
pursuant to Section 117 of the
Reserves Act 1977 in the presence of:

[Signature]
Acting Conservator

Witness:

[Signature]
Conservation Officer

Occupation:

Dept of Conservation
Christchurch.

Address:

CONSENTS

WESTPAC BANKING CORPORATION
~~TRUSTBANK SOUTH CANTERBURY LIMITED~~ as Mortgagee under Mortgage No 723683/8 consents to this conservation covenant but otherwise without prejudice to its rights powers and remedies under the Mortgage.

THE COMMON SEAL of TRUSTBANK)
SOUTH CANTERBURY LTD)
was hereunto affixed in the)
presence of:)

Signed by
Westpac Banking Corporation
By its Attorney/s: Derek Ernest Knight
in the presence of: Anthony Nidoo Power

General Manager _____

Beverley Patricia Kelly
Beverley Patricia Kelly

Authorised Signatory _____

BANK OFFICER
WESTPAC TRUST
CHRISTCHURCH

HER MAJESTY THE QUEEN as Lessor under Pastoral Lease P 251 consents to the within conservation covenant but otherwise without prejudice to Her rights, powers and remedies under the Lease.

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

Murray Robert Mackenzie

Witness *D. O'Brien*

Occupation *Regional Manager 21N/2*

Address *Dunedin*

SIGNED by MURRAY ROBERT
MACKENZIE Crown Property
Contract Manager (acting under
delegated authority)

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CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Derek Ernest Knight, of Christchurch in New Zealand, Bank Officer
AND Anthony Nidoo Power, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated the 10th of July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1
BLLENHEIM (Marlborough Registry) and there numbered 187102
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1
DUNEDIN (Otago Registry) and there numbered 915888
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1
HAMILTON (South Auckland Registry) and there numbered B.367046
HOKITIKA (Westland Registry) and there numbered 105721
INVERCARGILL (Southland Registry) and there numbered 244294.1
NAPIER (Hawkes Bay Registry) and there numbered 646199.1
NELSON (Nelson Registry) and there numbered 361557.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551
WELLINGTON (Wellington Registry) and there numbered 533510.1

WESTPAC BANKING CORPORATION duly incorporated in the State of New South Wales in the Commonwealth of Australia and having its principal place of business in New Zealand at 318 - 324 Lambton Quay Wellington and carrying on the business of banking appointed us its attorneys on the terms and subject to the conditions set out in the said Deed and the attached document is executed by us under the powers thereby conferred.

2. **THAT** at the date hereof we were Team Leader of a Legal Unit and Branch Service Officer of a Legal Unit of the said Bank, respectively.

3. **THAT** at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **WESTPAC BANKING CORPORATION** or otherwise.

SIGNED at Christchurch


Derek Ernest Knight

and


Anthony Nidoo Power

this 20th day of January 1999

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Approved as to Layout:

Annex to the Title Certificate

Manager, Landcorp Property

Lessee: (BEN AMON RUN CO LTD)



[Signatures]

Sections 1 & 2 will be subject to Part 1(a) of the Conservation Act 1987 upon disposal.

Total Area: 75.7975 ha

Comprised in Part 1 & 2 as follows:

1. BRUCE, WILKINSON, SPEIRS
Registered Surveyor and holder of an annual practicing certificate for the year ending 31st December 1992, in accordance with section 25 of the Survey Act 1980 hereby certifies that this plan has been made from surveys conducted by him or under his direction, that both plan and survey are correct and that he has made a certificate in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Plan of the Section... 1577 60
of DISTRICT... 1992...
Reference Plan: S.O. 1. 2289B, 22899
Record Sheet: 5.29 B
Examined: *[Signature]*
Approved as to layout: *[Signature]*

Approved as to layout: *[Signature]*
5/8 OFFICIAL INFORMATION SUPERVISOR

Deposited this... day of... 1992

District Land Registrar
Received 27/14/1993
S023922



312 000 E

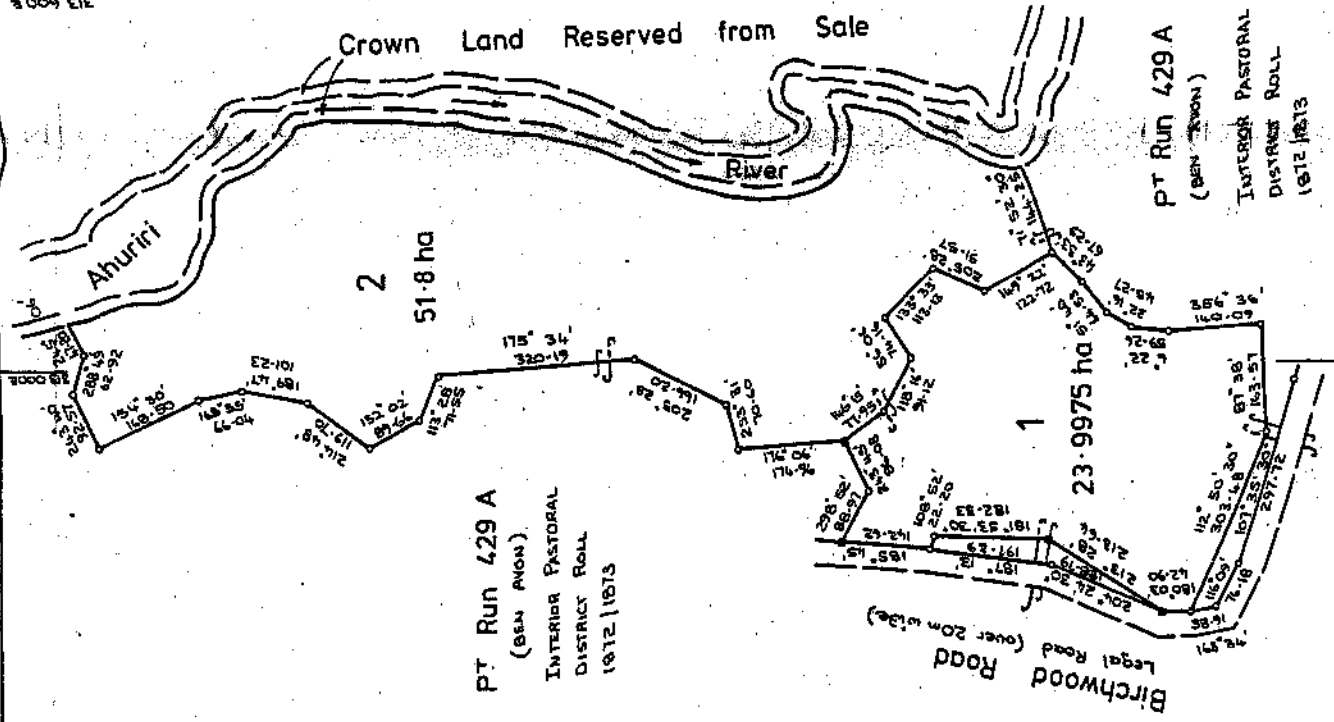
312 000 E

3000

2000

5000

5000



Crown Land Reserved from Sale

2
51.8 ha

PT Run 429 A
(BEN AMON)
INTERIOR PASTORAL
DISTRICT ROLL
1972/1973

PT Run 429 A
(BEN AMON)

INTERIOR PASTORAL
DISTRICT ROLL
1972/1973

1
23.9975 ha

Birchwood Road
Legal Road (over 20m wide)

TERRITORIAL AUTHORITY: Waitaki District

Surveyed by Bruce Speirs (S195)

Scale 1:6,000 Date December 1992

Sections 1 & 2
being plan of Part Run 429 A

[Signature]

ID DISTRICT Otago
vey Blk. & Dist. Longslipside S.D.
AS 241 Sheet 639 Record Map No. G.39B

PROPERTY NAME: Ben Avon

IN THE MATTER OF: The Soil Conservation
and Rivers Control Act
1941.

AND IN THE MATTER OF: A Land Improvement Agreement

BETWEEN: Ben Avon Station Limited

AND: The Waitaki Catchment
Commission

P. J. Hudson
W. E. Walker
John Ross

[Signature]
J. J. Cameron

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LAND IMPROVEMENT AGREEMENT

This AGREEMENT is made the eleventh day of February 1985 between the WAITAKI CATCHMENT COMMISSION (hereinafter called "the Commission" being the catchment authority for the area duly constituted under the Soil Conservation and Rivers Control Act 1941 of the one part AND

BEN AVON STATION LIMITED BEING A DULY INCORPORATED COMPANY HAVING ITS REGISTERED OFFICE AT BEN AVON STATION, OMARAMA.

(hereinafter called "the Owner/Occupier" - delete whichever does not apply) of the other part.

WHEREAS the Owner/Occupier is registered as proprietor of the estate or interest described in the first schedule hereto (hereinafter called "the first schedule") subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or set out in the first schedule in the land described in the first schedule AND WHEREAS pursuant to sub sections (2A) and (3) of Section 30 of the Soil Conservation and Rivers Control Act 1941 the Commission is authorised to make payment as grantor to the owner or occupier for the purposes specified in this agreement.

NOW THIS AGREEMENT WITNESSETH that it is hereby agreed and declared by and between the parties hereto as follows:

1. IN consideration of the payment of a grant at the rates set out in the second schedule hereto paid or credited to him by the Commission the owner or occupier within or throughout (as the case may be) the periods specified in the second schedule hereto (hereinafter called "the second schedule") will carry out to the satisfaction of the Commission the works and requirements set out in the second schedule.

2. UPON completion of the said works or upon compliance with the said requirements to the satisfaction of the Commission within the period specified in Part I of the second schedule the Commission shall pay or credit to the owner/occupier a grant at the rates set forth in Part IV of the second schedule.

3. THE owner/occupier throughout the currency of this agreement shall permit the Commission by its officers, servants and agents at all reasonable times to enter upon the said land for the purpose of inspecting the same and to ascertain whether the owner or occupier has complied with his obligations hereunder.

4. IF the owner/occupier fails to carry out to the satisfaction of the Commission the works and requirements set out in the second schedule or shall otherwise default in complying with his obligations under this agreement the Commission by notice in writing delivered to or posted by registered post to the owner/occupier specifying the default may either at the sole option of the Commission require him to repay to the Commission all grants paid or credited to him hereunder, in accordance with the provisions set out in sub section (2A) and (3) of section 30 of the Soil Conservation and Rivers Control Act 1941 or within one calendar month after receipt of such notice to remedy such defaults in such manners as the Commission may herein require; and if following receipt of such notice the owner/occupier fails within one calendar month thereafter to comply with the requirements thereof it shall be lawful for the Commission by its servants, agents or contractors to enter upon the land and carry out all works necessary to secure compliance with the requirements of such notice and recover from the owner or occupier the cost of so doing by action at law or otherwise.

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FOR THE

FORMATION ACT

W. C. Walker
 W. C. Walker
 W. C. Walker

5. ALL the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941 shall apply to this agreement and in particular the owner/occupier acknowledges that he is aware that the agreement shall run at law with the land against the title to which it is registered so as to confer and impose on present and future owners or occupiers of the said land an obligation to observe and perform the agreement during their occupancy of the said land.

6. THIS agreement shall enure for a period of thirty-three (33) years from the date of execution hereof or for such shorter period as may be hereinafter agreed between the parties.

.....

FIRST SCHEDULE

PROPERTY NAME "Ben Avon"

PROPERTY OWNER/S "Ben Avon Station Limited"

LEGAL DESCRIPTION

Freehold: Section 1, Longslip side S.D.
C.T. Vol. 77 Folio 238
81.0029 hectares

Leasehold: Run 429A, Longslip and Longslip side S.D.'s and
Part Run 433, Longslip and Longslip side and Mid
Hawea S.D.'s
C.T. Vol A2 Folio 1220
8304.1494 hectares



P. Hudson
W. E. Walker
2000

J. G.

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SECOND SCHEDULE

PART I RATES OF GRANT

The works as set out in Part IV of this schedule and described on the plan attached will be carried through to completion over a period of

Three (words)

3 (numerals)

years and the requirements under this agreement will be complied with, subject to such amendments as may be mutually agreed upon in writing by the owner or occupier and the catchment authority.

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[Handwritten signature]

NEW
[Handwritten initials]

PART II CONDITIONS

<u>WORKS AND REQUIREMENTS</u>	<u>PERIOD DURING WHICH WORKS AND REQUIREMENTS APPLY</u>	<u>CONDITIONS</u>
Stocking	For thirty-three years	No stock to be grazed in areas fenced out for conservation planting and/or retirement except for such emergency grazing as may be approved from time to time by the Department of Lands and Survey and the Waitaki Catchment Commission.
Fencing	for thirty-three years	To be maintained in stockproof condition.
Stability Tree Planting and Windbreaks	for thirty-three years	To apply such silvicultural practices as required by Part II (a) and to ensure that the trees are kept in good condition. Mature trees may be utilised with the approval of the Commission, but shall be replaced as required by the Commission with such costs to be a first charge against the revenue received by the owner from such sales of wood.
Crossings	For thirty-three years or until relocated with the consent of the Commission	To be maintained so as not to obstruct normal and flood flows or to allow stock access to areas retired from grazing. This agreement does not include bridges or bridge abutments which are at all times the responsibility of the owner.
Structures		To be maintained as deemed necessary by the Commission.
Firebreak Access Tracks		"
Oversowing and Topdressing		"
Other		"

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J.P.K.

W.E.W.
P.P.L.

PART II (a) STABILITY TREE PLANTING AND WINDBREAK
STANDARD REQUIREMENTS

- (i) provide for blanking during establishment.
- (ii) not "top" or allow to be "topped" any trees without the written consent of the Commission, however, lateral trimming of branches may be undertaken from time to time.
- (iii) not cut down, or allow to be cut down any trees forming part of these works without the prior consent of the Commission.
- (iv) maintain all fences of a windbreak to a standard that will ensure no stock enter the windbreak.
- (v) remain the owner of the trees as well as any benefits accruing from the replacement of trees.
- (vi) replace trees as required or on maturity.

PART III MAINTENANCE

Maintenance is defined as the normal activities required to maintain works as set out in Part IV of this agreement.

The owner shall keep and maintain in good condition to the specification of the Waitaki Catchment Commission the works and areas affected by this agreement for the period of the agreement.

Should maintenance works attract grant rates then grant monies will be payable for maintenance works at rates which are applicable at the time of the works being carried out.

Where the agreement provides for retirement fencing by way of full grant for the cost of the fencing or where existing fencing is designated as retirement fencing in Part IV hereto then such fencing shall be eligible for subsidy for the normal maintenance requirements of such fencing and the Commission shall be responsible for the regular inspection of such retirement fencing and such inspections are to be carried out in the presence of the owner/owners and the Commission.

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PPM

Soil and Water Conservation Plan No. 76

Name: W Walker, P Walker, T Walker (Joint shareholders)
Address: Ben Avon Station
Omarama

Programme: Initial

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1. Introduction

The Walker brothers recently succeeded their father in the management of this property, under the trusteeship of Mr Peter Hudson, Farmer of 'The Barton', Fairview, Timaru, and Mr William E. Walker of Ben Avon. Up until this time the property has largely been farmed by traditional high country methods with few improvements being made.

A conservative estimate indicates that this property has the potential to more than double production, although the system of management would have to change quite radically. This could only be achieved through a well planned programme of fencing and pasture improvement. The present lessees have indicated a strong willingness to become involved in a comprehensive improvement plan with support from the Commission and other agencies.

The Commission supports this idea in principle and proposes the following initial three year plan within the context of this overall intention. The Commission would also recommend that the advice of other agencies was sought by the lessees with respect to matters other than soil conservation as improvements allow for more flexible management.

2. Physical Description

2.1 Location

The Ben Avon Station homestead is situated in the upper Ahuriri Valley approximately 21km from Omarama and 140km from Oamaru. The leased block extends from the Ahuriri River to the Dingle Burn.

2.2 Legal Description

Freehold: Section 1, Longslipside S.D.
CT 77/238, 81.0029 hectares

Leasehold: Run 429A, Part Run 433
Longslip, Longslipside, and Mid Hawea S.D's
CT A2/1220 8304.1494 hectares

Total Area: 8385.1523 hectares

2.3 Climate

Climatic records are rather deficient in this area but rainfall at the homestead is 2400mm and this increases steadily to over 4000mm towards the top of the Range including Birch Hill. The

JTB *WEN*
PPH

area is subject to wide annual variations in precipitation with probably more falling in summer and on about 150 days. Snow falls occur on about 20 days and mainly in winter.

The Valley is quite sheltered from the south but strong northwest winds during the spring and early summer cause widespread sheet erosion. This type of erosion is exacerbated by frosts through soil frost heave. Frosts occur at any time of the year and on a large number of days.

2.4 Geology

Ben Avon is situated on the eastern side of the Alpine Fault Complex which trends north-south in this area. The Block is traversed by numerous faults as evidenced by the sharp contacts between inliers of the chlorite subzones I, II, and III. The basement rocks in the central area are metamorphosed greywacke Sandstone and argillite of Very Low Metamorphic Grade but range up to strongly schistose, finely foliated quartzo feldspathic interbedded pelitic - psammitic chlorite sub zone III rocks of Medium Metamorphic Grade elsewhere.

A transverse section of the main Ahuriri Valley describes the classic 'U' shape formed by glaciers of the Pleistocene. The Valley floor is over 2km wide in the vicinity of Ben Avon, and is infilled with glacial till and outwash gravels. It has a subdued morainic topography with numerous small tarns and swamps. The latter form important wildlife habitats in certain areas and have been carefully avoided by the accompanying plan proposals.

Overall the faults have had the greatest effect on the region by maintaining a strong rate of tectonic uplift and oversteepened valley sides in all streams.

2.5 Land Inventory and Soils

Land Inventory - according to Waitaki Land Inventory System.

<u>Soils</u>	<u>Depletion(ha)</u>						<u>Total</u>	<u>%</u>
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>		
<u>On Steeplands</u>							5197	63
Dk Dunstan	-	574	716	1557	463	723	4033	
Mo Moonlight	-	-	24	46	-	-	70	
STe Tekoa, schist variant	-	153	615	226	76	-	1070	
Sl Spylaw	-	-	-	14	-	-	14	
Aw Arrow	-	-	-	10	-	-	10	
<u>On Hills</u>							573	7
STeH Tekoa Hill, schist variant	-	114	164	-	-	-	278	
NvH Nevis Hill	-	60	65	-	-	-	125	
CsH Cass Hill	-	-	71	-	-	-	71	
OhH Ohau Hill	-	-	74	-	-	-	74	
TkH Tekapo Hill	-	-	2	21	-	2	25	
<u>On Rolling Lands and Fans</u>							1430	17
IDk Dunstan, cirque floor variant	-	4	164	95	95	-	358	
Nv1 Nevis deep	19	363	25	-	-	-	407	

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Nv2	Nevis shallow	-	65	-	-	-	-	45	
Nv3	Nevis stony	-	-	95	-	-	-	95	
Ln1	Luna deep	9	18	-	-	-	-	27	
Ln2	Luna shallow	-	50	-	-	-	-	50	
Ln3	Luna stony	-	-	26	40	-	-	66	
Cs3	Cass stony	-	-	206	5	-	-	211	
Oh3	Ohau stony	-	-	113	-	-	-	113	
Hk1	Holbrook deep	-	34	-	-	-	-	34	
Bt	Blackstone	-	24	-	-	-	-	24	
<u>On Terraces and Floodplains</u>								1038	13
Pl1	Pukaki deep	-	84	62	-	-	-	146	
Pl2	Pukaki shallow	-	34	-	-	-	-	34	
Gb3&2	Glenbrook stony & shallow	-	-	-	208	-	-	208	
Ou3	Omahau stony	-	26	38	12	-	-	76	
Br1	Braemar deep	26	-	-	-	-	-	26	
Cx1	Cox deep	15	41	-	-	-	-	56	
Sw3	Sawdon stony	-	-	28	-	-	-	28	
Db1	Dobson deep	225	-	-	-	-	-	225	
Mt3	Matukituki stony	-	-	74	41	-	-	115	
Mt4	Matukituki very stony	-	-	-	17	-	-	17	
Ta1	Tasman deep	-	84	-	-	-	-	84	
Bd3	Bendrose stony	-	-	-	12	-	-	12	
Bd4	Bendrose very stony	-	-	-	-	11	-	11	
TOTAL			294	1708	2562	2304	645	725	8238ha
%			4	21	30	28	8	9	100%

2.6 Features of the Soils

(i) The Steeplands comprise 63% of the area and are High Country Yellow Brown Earths including Dunstan, Moonlight, Tekoa, Spylaw, and Arrow Soils. They generally occur above 900m elevation and are derived from schist. They are very friable, very low fertility soils, with a high susceptibility to sheetwash and wind erosion where vegetative cover has been disturbed. Snow tussock (*Chionochloa rigida*) is the typical vegetative cover and some of the lower, well covered, sites are suitable for autumn grazing.

(ii) The Hills, Rolling Lands and Fans are Upland Yellow Brown Earths and include Tekoa, Nevis, Cass, Ohau, Tekapo, Dunstan, Luna, Holbrook and Blackstone Hill Soils. These soils generally occur between 600 and 900m elevation in the wetter areas where precipitation exceeds 800mm. They are hygrous, lower fertility soils, supporting fescue tussock, matagouri, and other scrub. On moderate slopes in stable schist country the pasture can be improved by oversowing and topdressing.

(iii) The Terraces and Floodplains comprise a greater variety of soils which are generally found below 900m elevation. In the main they are Yellow Grey Earths and moist subhygrous to hygrous soils. They are moderately fertile and moderately deep and support fescue tussock and native dryland shrubs. They will respond well to oversowing and topdressing.

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2.7 ReliefLand Form Summary

	<u>Area (hectare)</u>	<u>Percent</u>
Steeplands	5197	63
Hills	573	7
Rolling Land and Fans	1430	17
Terraces and Floodplains	<u>1038</u>	<u>13</u>
	8238	100

The central Range which forms the north south trending watershed between the Dingle Burn and the Ahuriri River Valley is generally about 1800m elevation with high points occurring at Birch Hill 1882m, Puke Makariri 1852m and Trig Q 1818m. Ben Avon Hill at the south end of the property rises to 1713m.

Slope Frequency Distribution

	<u>Slope Category</u>	<u>Area (hectares)</u>	<u>Percent</u>
Flattish	(A) 0-4°	1077	13
Undulating	(B) 5-7°	605	7
Rolling	(C) 8-15°	427	5
Strongly Rolling	(D) 16-20°	166	2
Moderately Steep	(E) 21-25°	644	8
Steep	(F) 26-35°	4248	52
Very Steep	(g) >35°	<u>1071</u>	<u>13</u>
		8238	100

2.8 Vegetation

Above about 700m the predominant vegetative association includes Chionochloa rigida and C. macra (the snowgrasses), Festuca novaezelandiae (Hard or Fescue tussock), and Celmisia lyallii (False Spaniard, with some Sweet vernal, Blue tussock, Browntop, Snow totara, Niggerhead, Coprosmas, and tree daisy.

Below 700m on the valley floor Festuca novaezelandiae, Anthoxanthum odoratum (Sweet vernal), Hieracium pilosella (Mouse eared hawkweed), tend to predominate, with some Browntop, Manuka, Cocksfoot, Dracophyllum, Snow totara, Golden Spaniard, and Mountain Beech.

2.9 Erosion

<u>Erosion Type</u>	<u>Severity (ha)</u>					<u>Total</u>	<u>%</u>
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>		
Sh Sheet	-	1400	528	20	-	-	1948 24
Sc Scree	-	366	119	372	-	-	857 10
W Wind	-	492	391	-	-	-	883 11
Sh, Sc Sheet, scree	-	151	657	201	-	-	1009 12
Sh, W Sheet, wind	-	130	-	-	-	-	130 2
Sh, Sl Sheet, slip	-	282	476	-	-	-	758 9
Sh, G Sheet, gully	-	-	16	22	-	-	38 -
Sh, Su Sheet, slump	-	29	-	-	-	-	29 -
Sh, daf Sheet, debris avalanche	-	-	21	-	-	-	21 -
Sh, D Sheet, deposition	-	-	43	-	-	-	43 -

Sc,W	Scree, wind	-	2	-	-	-	2	-
Sc,Sl	Scree, slip	-	-	17	42	-	59	1
Sc,G	Scree, gully	-	-	37	132	-	169	2
Sc,daF	Scree, debris avalanche	-	37	12	209	-	258	3
Sl	Slip	-	17	-	-	-	17	-
daF	Debris avalanche	-	35	105	-	-	140	2
Sb	Streambank	-	26	-	-	-	26	-
Sb,G	Streambank, gully	-	26	-	-	-	26	-
Sb,D	Streambank deposition	-	-	66	-	-	66	1
D	Deposition	-	37	62	-	-	99	1
D,W	Deposition, wind	-	41	-	-	-	41	-
Not Affected		1619	-	-	-	-	1619	20

TOTAL	1619	3071	2550	998	-	-	8238ha
%	20	37	31	12	-	-	100%

2.10 Land Use Capability Units - According to Waitaki Land Use Capability Unit System

Hectares	Class	Grazing Capability (SU/yr)		
		Unimproved	Improved	Potential

Severe limitations to Arable Use

181.3	Ive10	185.5	649.8	463.8
33.0	Ive11	16.9	118.3	101.4
326.2	Ive12	250.4	1669.0	1418.6
26.5	Ive12m	20.3	135.5	115.2
102.6	IvW2	315.0	1260.0	945.0

(8%) 670.0 hectares

Slight Limitations to Pastoral Use

121.0	Vw2	247.6	619.0	371.4
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(2%) 121.0 hectares

Moderate Limitations to Pastoral Use

13.5	Vie15	6.9	27.6	20.7
24.4	Vie16	15.0	87.5	72.5
3.7	Vie17m	3.8	11.4	7.6
77.0	Vie18	39.4	197.0	157.6
12.8	Vie22	4.6	13.1	8.5
203.4	Vie23	52.0	260.1	208.1
253.7	Vie24	129.8	519.2	389.4
780.2	Vie26	399.2	798.3	399.1
42.2	Vie26m	172.8	259.2	86.4
133.7	Vic1	68.4	342.0	273.6
20.8	Vic2	10.7	58.3	42.6
125.1	VIs4	76.0	128.0	51.2
56.3	VIs4m	34.6	57.6	28.0
300.3	VIs5	153.7	451.0	307.3
25.1	VIw1	25.7	77.1	51.4

(25%) 2072.0 hectares

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Severe Limitations to Pastoral Use

27.1	VIIe7	6.9	19.4	12.5
1125.7	VIIe10	403.1	403.1	-
154.1	VIIe11	47.3	47.3	-
98.8	VIIe11m	30.3	30.3	-
378.9	VIIe14	46.5	46.5	-
154.2	VIIe15	20.5	20.5	-
34.3	VIIe15m	4.6	4.6	-
20.1	VIIc1	8.2	14.4	6.2
15.9	VIIc2	3.3	9.8	6.5
34.2	VIIIs2	10.5	10.5	-
74.0	VIIIs2m	22.7	22.7	-
50.4	VIIw1	5.2	5.2	-

(25%) 2168.0 hectares

Land Unsuitable to Pastoral Use

2.4	VIIIe1	-	-	-
433.2	VIIIe2	-	-	-
1593.3	VIIIe3	-	-	-
141.7	VIIIe4	-	-	-
116.1	VIIIe5	-	-	-
218.4	VIIIe6	-	-	-
473.3	VIIIe7	-	-	-
217.9	VIIIIs2	-	-	-
150.2	VIIIIs3	-	-	-
8.0	VIIIIs3m	-	-	-

(40%) 3354.0 hectares

<u>100%</u>	2838.2	8377.8	5539.6
-------------	--------	--------	--------

A description of the Waitaki Land Use Capability Units can be found in Appendix I.

2.11 Recommended Land Use Zones

(i) Barren Land

This is the unvegetated high altitude bluffs and screes which have no actual or potential value for pastoral purposes.

(ii) Watershed Protection Land

These are the areas classified as Class VIIIe2. They are vegetated non eroding areas above 1500m altitude in good condition. They are important water storage areas, often including small tarns and bogs. Annual dry matter production is extremely low and insufficient to provide a basis for pastoral use. Any increases in total herbage will enhance the water and soil regulating function. This will be assisted by the exclusion of grazing animals.

(iii) Critically Eroding Land

This is high country with critical soil erosion problems. The high proportion of bare soil typifying this category of land is prone to frost heave and severe sheet and wind erosion. Because

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some soil remains however, natural and assisted revegetation can occur. Without such revegetation this land will eventually be completely denuded. Revegetation will be assisted by destocking.

(iv) Marginal Pastoral Land

This is eroding Class VII country and crucial berm and wetlands. Although this type of land does not require destocking, it does require particularly careful pastoral management to protect water and soil values both on and offsite.

(v) Safe Pastoral Land

This is good Class VII and better country suited to permanent pastoral use.

2.12 Hydrology

The Ahuriri River forms the eastern boundary of Ben Avon and would be the natural source of irrigation water if this was ever considered necessary. However, the Ahuriri River is extremely important to the whole region and any development should not be allowed to degrade its natural values. No proposals are being advanced at this stage which will have any effect on the River.

A National Conservation Order is presently under consideration with respect to the Ahuriri River. The Waitaki Catchment Commission and Regional Water Board view in part is that the management of the Ahuriri water resource can best be pursued through appropriate application of the multiple use approach, with the necessary precautions taken to preserve any endangered wildlife (excepting noxious animals).

Stock water is not a problem on Ben Avon, with regular supplies around each block. This situation would be largely unaffected by the proposed sub-division scheme outlined elsewhere.

2.13 Subdivision

Ben Avon currently has seventeen smallish paddocks and three larger blocks on the front flats and rolling country with the main area of the farm unsubdivided. It is still possible however to contain stock to areas of the main block, to some extent, by use of natural topographical and vegetative boundaries.

The map showing the whole farm subdivided illustrates the likely ultimate aim according to topography, vegetation and grazing capability. This scheme would divide the run into twenty small paddocks, nineteen large hill blocks and a very large block with little feed value and comprising 42% of the total area. The front flats would also require closer subdivision as pasture improvement took place so that a true rotational grazing plan could be accomplished. Much of this work is eligible for government subsidy in the interest of soil conservation and a proposal is being forwarded based on the overall subdivision plan.

2.14 Access

The front country is very well serviced by roads and Ben Avon

Hill has partial access. The remainder of the Run has very poor access.

2.15 Weeds and Pests

Any weeds which exist on the front country will be further controlled by the programme of pasture improvement and controlled grazing. The high precipitation controls rabbit numbers and other large noxious animals are controlled by regular helicopter shooters.

2.16 Stock, Production and Grazing Plan

Present livestock comprises the following:

Number	Sheep, Merino	SU's	Number	Cattle	SU's
2670	Breeding ewes	2403	156	Breeding cows	936
1247	Wethers	873	42	R 3yr Heifers	252
1450	(Ewe Hoggets	1015	-	R 2yr Heifers	
	(Wether Hoggets				
50	Rams	40	10	Steers	55
100	Killers	70	5	Bulls	28
<hr/>			<hr/>		
5517		4401	213		1271

Total Stock Units 5672

Unimproved Carrying Capacity (estimate) 2838
Improved Carrying Capacity (estimate) 8378

Production is approximately as follows:

Sheep

Lambing 55-60% (to weaning)

Replacement Policy - most lambs retained

Deaths 20%

Wool weights 1983-84, 11,500 kg

6000 bales pasture hay, 30 tonne Oats

Wool type Ewes 21 Hoggets 20 Wethers 24 (microns)

Cattle

Calving 80-85% (to weaning)

Replacement Policy - most calves sold as weaners

Present grazing policy generally consists of a very limited rotation for the ewes through winter, a quick rotation on good pastures prior to lambing, and then free range. The lambs are weaned at the end of February, given a limited rotation up until the end of April, set stocked and grain fed over winter, and rotated for two months until shearing. The wethers are generally free ranging in the hill blocks. The cattle are restricted to the front country.

Obvious problems arise with the limited number of paddocks available to rotate stock between. This is resulting in poor sheep production and the overgrazing of large areas of erosion sensitive land.

During summer and autumn when stock should be on a gradually increasing speed of rotation they are free ranging, but virtually set stocked on limited grazing.

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The normal long winter rotation for the ewes with up to 3 day paddock changes is impossible. Feed is available around the homestead to flush the ewes prior to lambing, but they are again set stocked after lambing until the end of February. The lambs in particular suffer from the lack of fresh pasture.

Problems could also arise if all the wethers were not castrated as all sheep classes are grazed together in the high country in late summer.

The present low production figures are due to; a high death rate resulting in few store lamb sales; low wool weights from hard grazing and adverse climatic conditions; and a low lambing percentage due to a large number of factors.

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3. SOIL AND WATER CONSERVATION WORKS

3.1 Soil and Water Conservation Problems

The conservation problems on Ben Avon involve the following areas.

- a) The critically eroding, severe to extremely depleted Class VIII land at higher altitude which suffers from wind, sheet and scree erosion.
- b) The severely depleted Class VII snowgrass tussock areas of marginal pastoral land which suffer from wind and sheet erosion.
- c) The moderate to severely depleted sunny aspects of Class VI and VII land which suffer from sheet and wind erosion.
- d) The moderate to severely depleted terraces of Class VI land which suffer from sheet and wind erosion.
- e) The Class IV soils which are at risk to wind erosion when cultivated.

3.2 Soil and Water Conservation Objectives

- a) To destock the critically eroding Class VIII areas by strictly limiting stock numbers on blocks containing that land.
- b) To separate the severely depleted Class VII marginal pastoral land from adjacent safe pastoral areas.
- c) To restrict grazing on the severely depleted Class VII marginal land to a sustainable level.
- d) To separate the moderate to severely depleted sunny aspects of Class VI and VII land from adjacent better vegetated areas.
- e) To improve the vegetative cover on the marginal pastoral Class VII land, severely depleted sunny aspects of Class VI and VII land and moderate to severely depleted terraces of Class VI land.
- f) Protection of the arable flats from wind erosion.

3.3 Completed Works

There have been no subsidised conservation works to date on Ben Avon.

3.4 Proposed Work Programme

The major aim of the works in this programme is to subdivide the Class VI land from the steeper Class VII land above. This will allow for the better management of the front high sunny aspects. Stock will graze these blocks for shorter periods than at present and the opportunity for stock to range into the critically eroding country behind will be greatly curtailed.

This programme also allows for the oversowing and topdressing of

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some of the severely depleted areas of river terrace.

It is also the intention of this programme to lay the groundwork for further Soil and Water Conservation Plans for this property which deal more specifically with the grazing and improvement of cover on the higher depleted country. This will partly be made possible through the present plan which provides a stock proof barrier between the main area of Safe Pastoral Land and the main area of high country which includes the Barren Land, and the Critically Eroding Land.

The major aim of the future programmes besides the normal soil conservation works, is to implement a series of Block Stock Limitations behind the back fence as improvements on the front country allow, in order to restrict grazing of the back country to what we believe is a permanently sustained level. These limits will be based on the Waitaki Catchment Commission Land Inventory and Land Use Capability System.

The equivalent grazing in Stock Units on an annual basis will be provided by way of normal soil conservation practices during this programme, and the following five year programmes, to enable the stocking levels to be reduced. It is envisaged that the number of extra stock units created by these programmes will exceed those required to accommodate the stock displaced from the high country, so that the assessment of these Stock Units should not become an issue. However, the additional Stock Units provided will be assessed at ruling local district rates, which allows limited room for negotiation.

At present the stocking rate in the high country, behind the last fence is about twenty five percent above what the Commission regards as a safe level, and the area of the Dingle Burn has been identified as being of most concern. With the limited fencing in the high country, however, any Block Stock Limits will have to take the total area of high country into account.

The Commission has assessed the present safe carrying capacity of each block at the following level:-

Block	Stock Units/annum
Dingle Burn	110
Bush Block	70
Birchwood Face	160
Fishers	55
Camerons	110
Browns	<u>75</u>
Total	580

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These Blocks have been delineated on the Overall Subdivision Plan provided as part of this Initial Run Plan for discussion purposes, and referred to in Appendix III.

There will be allowable increases in carrying capacities accruing from the conservation fencing jobs and these will have the effect of raising the Block Stock Limit of the Blocks immediately adjacent to the fences by approximately twenty percent (Refer Section 3.6)

It is the intention of the following five-year-plan to separate

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the Ben Avon Hill and Cottage Hill from the rest of the high country. Camerons, Fishers and Browns Blocks may also be subdivided off. It is also the intention to limit the stocking of the Dingle Burn to 700 Stock Units by the time of completion of this plan, by the methods outlined elsewhere in this section.

On the completion of this second five-year-plan all high country blocks will be limited to grazing at the levels previously outlined, with allowances made for any improvements accruing in the interim and thereafter.

3.4.1 Erosion Control Fencing (E.C.F.)

Job 1 is a 2.5 km erosion control fence subdividing Class VI land in the Birchwood (1) block from the Browns block of Class VII and VIII land above.

Job 2 is a 2.5 km erosion control fence subdividing Class IV and VI land in the Four Mile II block from Class VII and VIII land on the Woolshed face.

Job 3 is a 3.8 km erosion control fence subdividing Class VI land in the Birchwood (2) block from Class VII and VIII land on the Birchwood Face above.

Job 4 is a 5.4 km erosion control fence subdividing Class VI land in the Ben Avon spurs from Class VII and VIII land on the Ben Avon Hill block.

3.4.2 Oversowing and Topdressing (O.S.T.D.)

Job 5 is the oversowing and topdressing of 82 ha of severely depleted Class VI soils in the Four Mile IV block. This will re-establish a vegetative cover on this block and give a three fold increase in carrying capacity.

3.5 Estimated Costs

Total Costs and Total Grants include 5% contingencies and 25% fees.

Job	Type	Total Units	Unit Cost	Total Cost	Rate	Total Grant	Local Share
<u>1984/85</u>							
1	ECF	2.5km	3 500	11 484	60%	6 890	4 594
<u>1985/86</u>							
2	ECF	2.5km	3 500	11 484	60%	6 890	4 594
3	ECF	3.8km	3 500	17 456	60%	10 474	6 982
				<u>28 940</u>		<u>17 364</u>	<u>11 576</u>
<u>1986/87</u>							
4	ECF	5.4km	3 500	24 806	60%	14 884	9 922
5	OSTD/ DD	82.0ha	165	17 758	60%	10 655	7 103
				<u>42 564</u>		<u>25 539</u>	<u>17 025</u>
Whole Programme Total				<u>82 988</u>		<u>49 793</u>	<u>33 195</u>

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3.6 Benefits

For the expenditure of \$83,000.00, including the runholders contribution of \$33,200.00, the following benefits are anticipated:

- (i) Given that there may be a 20% to 25% increase in utilisation efficiency due to fencing (O'Connor, Kerr - 1980), then the fencing programme outlined here should be capable of improving production by up to 200 su's. (The lower figure of 20% has been used because the subdivided blocks are still rather large).
- (ii) The shepherding requirements will be reduced.
- (iii) The stock can be kept below the high risk snow fall areas.
- (iv) The developments are compatible with the present grazing policy and are also consistent with the long term subdivision plan.
- (v) This programme is laying the ground work for more rapid development in later programmes.
- (vi) The overall objective of being able to apply a Block Stock Limitation to the critically eroding high country could be made possible through internal funding if the front country can be helped to achieve its potential.
- (vii) The potential of the Four Mile IV Block could be as high as 200 su's when fencing is also added after the initial pasture improvement.

3.7 Legal Agreement

A legal agreement will be operative if the plan is approved and subject to the owners acceptance of any conditions of approval.

Condition

Following completion of this programme the runholder shall negotiate a further Soil & Water Plan that will deal specifically with the control of grazing and improvement of cover on the higher depleted country. This will include appropriate stock limitations where necessary for soil and water management.

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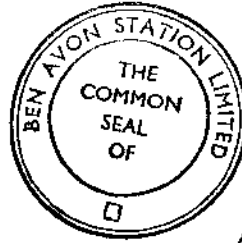
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IN WITNESS WHEREOF these presents have been executed on the day and year first hereinbefore written doth hereby bind itself and its successors in title to perform and observe the terms and conditions of this agreement.

THE COMMON SEAL of)
was hereunto affixed in the)
presence of:)

P. P. Hudson
W. E. Walk
P. P. Cooper *Chairman*

THE COMMON SEAL of the)
WAITAKI CATCHMENT COMMISSION)
was hereunto affixed in)
pursuance of a resolution)
the Commission in the)
presence of:)



J. F. Hansen Chairman
Leslie Alexander Pullar Secretary


I, Leslie Alexander Pullar of Kurow, Secretary to the Waitaki Catchment Commission DO HEREBY CERTIFY that the within written Agreement is one that is capable of registration and I do hereby apply for the registration of the said Agreement against the land above described in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

Date: *12 February 1985* Signature: *Leslie Alexander Pullar*

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10.28 14 FEB 85 629969
PARTICULARS ENTERED IN REGISTER 1
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR
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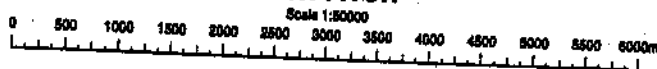
PO 251 - BEN AVON STATION
 Known boundary variation from legal line
 Marked 

Sec 22
 SO 23922

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Version	1	2	3	4	5
Otago Land District	Sheet 1 of 3				
NZMS 260 G 39	Date 4/11/1999				

Ben Avon



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THIS DEED made the _____ day of _____ 1994 AMONG the COMMISSIONER OF CROWN LANDS the MINISTER OF CONSERVATION and the DIRECTOR-GENERAL OF CONSERVATION (hereinafter together with their respective successors and assigns called "the Grantors") of the one part and RICHARD DRUMMOND FRASER of Cromwell Manager (hereinafter called "the Grantee") of the other part

WHEREAS

a THE Grantee has applied to the Minister of Conservation and the Director-General of Conservation for permission to conduct guided fishing trips and heli-hiking trips on foot in the Wilkin and Young Valleys of Mount Aspiring National Park and on land which has the status of conservation areas administered pursuant to the Conservation Act 1987 in the Hunter and Dingle Burn Valleys and to convey clients to and within those areas by helicopter or fixed wing aircraft using the Ferguson and Cotters Clearing landing sites in the Hunter and Dingle Burn Valleys and to conduct guided fishing trips on foot and heli-hiking trips on foot to Leven Stream Camerons Creek and the hanging valley in the south branch of the Young River Valley and to convey clients to those areas by helicopter.

b THE Grantee has applied to the Commissioner of Crown Lands for permission to land such clients at the location shown on the plan attached and to guide them on foot along the Dingle Burn within land held on pastoral lease.

c THE Commissioner of Crown Lands has approved the granting of a recreation permit pursuant to section 66A of the Land Act 1948 in respect of that part of the land which comprises pastoral lease and the lessees of the pastoral leases affected by this Deed have consented to the issue of a recreation permit over such part of the land the subject matter of this Deed as is included in the leases.

d THE Director-General of Conservation has authorised the carrying on of a business in respect of that part of the land which has the status of a conservation area.

e THE Minister of Conservation has approved the granting of a licence pursuant to section 49(e) of the National Parks Act 1980 in respect of that part of the land which comprises part of Mount Aspiring National Park.

f THE approvals specified in c to e inclusive are subject to certain conditions the terms of which are incorporated in this Deed.

NOW THIS DEED WITNESSES as follows:

1 THE respective Grantors hereby permit authorise and license (as the case may be) the use of the land by the Grantee for the purposes set out in a and b of the preamble.

2 THE term of this Deed shall be 10 years commencing on the 1st day of September 1993.

3 a THE fee payable each year shall be 5% plus GST of the gross annual income of the Grantee's gross income being gross revenue attributable to the Grantee's activities authorised by this Deed.

b FOR the purpose of assessing the fee the Grantee shall within 10 working days of the completion of the season's operations cause to be prepared by a Chartered Accountant a proper

statement of accounts which statement shall clearly show the amount of gross revenue referred to in 3a of this Deed and shall upon its completion forward a certified copy of such statement to the Regional Conservator at the office of the Department of Conservation Dunedin (hereinafter called "the Regional Conservator") together the fee calculated as aforesaid.

4 **THE** Grantee will punctually observe and comply with every law statute rule regulation and bylaw now and hereafter in force and all orders and directions which may be given under the same or any of them insofar as the same or any of them relates to any business or operations conducted by the Grantee and will punctually observe and comply with the provisions of the management plan or management strategy which has application. That (without limiting the generality of the foregoing) the Grantee will observe all statutory and other provisions and regulations for the time being in force relating to the storage of explosive substances inflammable liquid and dangerous goods and all the conditions contained in any licence relating to the business or operations conducted by the Grantee or subject to which such licence is granted and will not do or permit to be done anything contrary to the statutory or other provision or regulation or provisions or regulations made by any competent authority for the time being in force relating to the storage of explosive substances inflammable liquid or dangerous goods or whereby any licence in respect of the said business or operations may be liable to forfeiture or suspension.

5 **THE** Grantee will from time to time during the continuance of this Deed at the proper time for that purpose apply for and endeavour to obtain at the Grantee's own expense all such licences permits or renewals thereof as may be necessary for the proper conduct of services provided for under this Deed. The Grantee will not do or suffer to be done any act matter or thing during the continuance of this Deed whereby any such licence may be or become liable to be forfeited or suspended or the renewal thereof refused.

6 **EACH** day the Grantee will remove from the land all rubbish associated with the authorised activities.

7 **THE** Grantee will not place or tip or allow to be placed or tipped upon the bank or in the bed or on the waters of any water course or stream any refuse garbage night soil or any offensive or polluting matter or liquid whatsoever.

8 **THE** Grantee will keep the helicopter or helicopters used in connection with this Deed in a clean and tidy condition to the satisfaction of the Regional Conservator.

9 **THE** Grantee shall not promote or display any signs or printed advertising material (including brochures) of any description without the prior approval of the appropriate Grantor and will keep any such approved signs in good order and in a condition which is to the satisfaction of the appropriate Grantor. The Grantee will ensure that the wording of all publicity material is approved by the Regional Conservator before printing. The Grantee will ensure that in all such advertising material due prominence is given to the areas to be visited. The Grantee will forward to the Grantors prior to the commencement of each business year a copy of each year's promotional and advertising material and proposed charges.

a **THE** Grantee will indemnify and keep indemnified the Grantors from and against all actions suits claims demands proceedings losses damages compensation sums of money costs (including solicitor and client costs) charges and expenses whatsoever to which the Grantors shall or may be liable for or in respect of the activities authorised by this Deed or any chattel or for or in respect of the use of the foregoing or for or in respect of all losses damages accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or resulting in the destruction of any property or not) at upon or in connection with the activities authorised by this Deed or chattel as aforesaid and although outside the same or which may be consequent upon the installation maintenance working keeping or storage of any plant machinery or goods by the Grantee or in respect of leakage of water inflammable liquid or other liquid AND notwithstanding that any of such actions suits claims demands proceedings losses damages compensation sums of money costs charges and expenses shall have resulted from any act or thing which the Grantee may be authorised or obliged to do under this Deed and notwithstanding that any time waiver or other indulgence has been given to the Grantee in respect of any obligation of the Grantee under this Deed **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED** that the obligations of the Grantee under this paragraph shall continue after the expiration or other determination of this Deed in respect of any act Deed matter or thing happening before such expiration or determination.

b **THE** Grantee will indemnify and keep indemnified the Grantors from and against all actions suits claims demands proceedings losses damages compensation sums of money costs (including solicitor and client costs) charges and expenses whatsoever occurring as a result of the escape of fire from the land and which would not have occurred had this Deed not been entered into and will adequately insure (1) against damage caused by the escape of fire from the land on to any other land and (2) the cost of fighting such fires.

11 **(WITHOUT** in any way limiting the liability of the Grantee under Clause 10 hereof) the Grantee shall forthwith take out and thereafter during the continuance of this Deed keep on foot in the name of the Grantors and Grantee with some insurer to be approved by the Grantors a Public Liability policy (or policies if the insurer shall require one policy in the name of each Grantor) for not less than \$100,000.00 for any one accident plus not less than \$50,000.00 for fire suppression costs whereby the Grantors shall during the continuance of this Deed be indemnified against all actions suits claims demands proceedings losses damages compensation sums of money costs charges and expenses to which the Grantors shall or may be liable AND the Grantee will pay all premiums and other moneys payable in respect of all such insurance as the same shall become due and payable and will produce to the Regional Conservator annually copies of all such policies of insurance and the receipts for the premiums and other moneys payable thereunder within thirty (30) days of the due date of such premiums and if default shall be made in keeping the said policy or policies on foot as aforesaid or in the event of the premiums or other money payable in respect thereof being unpaid or

receipts thereof or the policy or policies not being produced to the Regional Conservator it shall be lawful for but not obligatory on the Regional Conservator to effect and maintain such insurance and to pay the said premium or other moneys or any of them and all moneys expended for such purposes shall be repaid by the Grantee to the Regional Conservator on demand and the Grantee will not do or omit or suffer to be done or omitted any act matter or thing whereby any such insurances may be vitiated or rendered voidable and will give true and particular information to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect the said policy or policies of insurance or the payment of all or any moneys thereunder in the event of any claim being made against the Grantors as therein provided.

12 **THE** Grantee will be liable to the Grantors for any and all costs incurred by the Grantors or any of them in the suppression of any fire being started or caused negligently by any person while being conducted under authority of this Deed and will further be liable for damage to any property of the Crown caused by any such fire.

13 **THIS** Deed does not prohibit the Grantors from issuing further or other Licences Leases permits or authorities over the said land for the same purpose or service to other persons if the Grantors consider it to be in the interest of the public to do so and the Grantee herein shall have no right to compensation in respect of the issue of such other licence lease permit or authority.

14 **THE** Grantee will comply with all requirements of the Department of Health or any local authority exercising such powers regarding sanitation and will also comply with all local authority bylaws and fire safety requirements.

15 **ALL** accidents must be reported to the Grantors as soon as practicable. In the event of an accident occurring in connection with the operations of the Grantee the Grantors reserve the right to suspend the rights given by this Deed pending a full inquiry into the accident and if after the inquiry the Grantors are of the opinion that a reasonable standard of safety was not maintained then the Grantors may forthwith terminate the permit licence and authority granted by this Deed.

16 **THE** Grantors reserve the right to suspend this permit licence and authority and to refuse access to the land during periods of extreme fire danger or what the Grantors consider to constitute an emergency.

17 **THE** Grantee:

a Shall not commit and shall endeavour to ensure that none of the Grantee's employees or clients commit any breach of the National Parks Act 1980 Conservation Act 1987 Land Act 1948 or any rules or bylaws made thereunder or of any other statute rule regulation or bylaw relating to any business or operations conducted by the Grantee.

b Shall report to the Regional Conservator immediately the name and address of any person committing any breach as mentioned in subclause a of this clause.

18 **IF** the Grantee fails to make any payments payable upon the due date for payment or if the Regional Conservator makes any payments due under clause 11 hereof on behalf of the Grantee the

tee will pay interest thereon at the rate of 1.25% per annum above the then current Bank of New Zealand base lending rate calculated from the due date for payment until such moneys are paid by the Grantee to the Regional Conservator or other persons to whom they are payable as the case may be together with the interest thereon.

19 **THE** Grantee shall not light and shall use his best endeavours to ensure that none of his employees or clients light any fires save in a properly constructed fireplace.

20 **THIS** permit authority and licence are personal to the Grantee.

21 **THE** Grantee will not cut harm remove or destroy any tree or shrub or use or remove any gravel or sand on or from the land or otherwise injure the surface without the consent in writing of the Grantors and will use his best endeavours to ensure his clients and employees comply with this clause.

22 **THE** Grantee shall not damage or interfere with scenic and historic features or birdlife on the land and will endeavour not to permit any damage to or interference with any such scenic and historic features and birdlife by his clients and employees.

23 **THE** Grantee will comply with all notices and directions which may be given by the Grantors concerning the control or management of any business or operation conducted by the Grantee pursuant to this Deed, including all conditions that may be imposed to safeguard any forest from danger or loss or damage.

24 **THE** Grantee shall make every endeavour to ensure that stock are not interfered with.

25 **THIS** Deed does not give the Grantee exclusive possession or use of the land.

26 **THE** Grantee will conduct his operations at all times in a manner satisfactory to the Grantors.

27 **THE** Grantee shall not at any time do or suffer to be done any act or omit to do any act upon the land which shall be a disturbance nuisance or annoyance to the Grantors or to occupiers or owners of adjoining land or to members of the public using the land or any adjoining land.

28 **NOTHING** herein contained shall be deemed in any way to interfere with affect or abridge any rights or powers of the Crown to construct manage or operate any public works and the Grantee shall not be entitled to compensation for any loss occasioned by the construction management or operation of any such public works.

29 **THE** Grantee shall pay to the Crown the contribution assessed and apportioned by the Minister of Conservation in respect of the cost of providing and maintaining any community service benefit or facility for the benefit of lessees or licensees occupying any part of the Mount Aspiring National Park and the said contribution shall be assessed and apportioned and recoverable by the Crown in accordance with and subject to the provisions of Section 53 of the National Parks Act 1980.

30 **THE** Grantee will pay the costs and expenses of and incidental to the preparation and execution of this Deed and any counterpart.

31 **THE** Grantee shall not erect or place any improvements on the land without the prior approval in writing of the appropriate Grantor.

THE Grantors do not accept any responsibility for keeping landing areas open and their use is at the Grantee's own risk.

33 THE Grantee will equip all aircraft with an efficient crash locator beacon and with an efficient radio capable of communicating with a base station established by the Grantee at Makarora. The Grantee shall advise the Regional Conservator daily of the programme of aircraft movements of the Grantee undertaken under this deed and will contact the ranger station at Makarora prior to each trip into the Park. The Grantee will ensure that all aircraft operating under this licence have clear identification markings so that they may be easily and properly identified during flight.

34 THE Grantee will not undertake the construction or development of any landing site on land administered by the Department of Conservation without any appropriate consents.

35 THE Grantee will use every reasonable precaution to avoid any spillage when fuelling his aircraft and will dispose of any surplus fuel or oil slick at his own cost FURTHER the Grantee will not leave any fuel drums on the land and will supply fuel to his aircraft only in accordance with methods approved by the Grantors and will carry on all his aircraft an efficient oil dispersant.

36 THE Grantee will record the daily intentions of every person using his services pursuant to this deed and provide the details to the Regional Conservator on the day his services are used.

37 THE Grantee will not take and will use his best endeavours to ensure none of his clients take on to the land any dogs cats birds or other animals without the appropriate approval.

38 THE Grantee shall make available to the Minister of Conservation his aircraft and pilots in the case of any emergency and shall arrange for the conveyance of such personnel as may be required in the course of any search and rescue operation directed by the Regional Conservator or any other duly appointed person directing such operation.

39 THE Grantee will provided prior arrangement is made with the Grantee's pilot allow the Minister of Conservation and officers and employees of the Department of Conservation when on duty to travel on the Grantee's aircraft free of charge provided spare seats are available in addition to those occupied by the Grantee's paying customers.

D IT is acknowledged that in cases of emergency prior approval to land on or take off from land or water within the Park or other land administered by the Department of Conservation or pastoral lease land is unnecessary HOWEVER it is further acknowledged and agreed by the Grantee that the Grantee will supply the Regional Conservator with a written report setting out the circumstances of any such emergency landing.

41 THE Grantee will submit a safety plan to the Regional Conservator and will not undertake any heli-hiking trips until the plan has been approved by the Regional Conservator.

42 A maximum of eight clients at a time will be taken to any of the locations specified for heli-hiking trips.

43 NOT more than four clients shall be conducted on each guided fishing trip.

THE activities authorised by this deed may only be carried out in the Dingle Burn and Hunter Conservation Areas and on pastoral lease land during the periods commencing on the second Monday in November and ending on 9 December and commencing on 21 January and ending on 20 March.

45 **NOT** more than 60 round trips per season may be conducted and they must be undertaken during the periods between the second Monday in November and 9 December and 21 January and 20 March. A helicopter flight to set clients down shall not commence before 10 am and a flight to pick up clients must be completed by 5.30 pm on the same day. Not more than 25 round trips per season are to be carried out on the Dingle Burn Conservation Area and on pastoral lease land.

46 **CLIENTS** are not to be set down in proximity to anglers already engaged in fishing and in setting down and picking up clients the Grantee is to give consideration to other users of the land particularly anglers already fishing the rivers. No disturbance is to be caused to walkers on the Young/Wilkin circuit and Gillespie Pass.

47 **OVERNIGHT** stays in the conservation areas and on pastoral lease land are prohibited.

48 **LANDINGS** in the Dingle Burn Conservation Area are only permitted on the sites marked "A" on the plan attached. Landings in the Hunter Valley are only permitted on the sites marked "B" on the plan attached.

49 **AT** the end of each trip the Grantee shall ensure that each client completes a Department of Conservation angler survey form and the Grantee shall ensure each form is returned to the Regional Conservator.

50 **THE** Grantee shall have no right to compensation for any authorised improvements effected on land administered by the Department of Conservation. If considered equitable a payment or other form of restitution may be made to the Grantee in lieu of compensation. The Grantee shall otherwise on the expiration or sooner termination hereon within such time as the land administrator shall determine remove any improvements erected or placed on the land administered by the Department of Conservation and shall leave the land in a clean and tidy state to the satisfaction of the Regional Conservator.

1 **SPECIAL CONDITIONS RELATING TO MOUNT ASPIRING NATIONAL PARK:**

a Helicopter landings relating to heli-hiking trips will not take place in the period 15 December to 15 January.

b Helicopter landings relating to heli-hiking trips in the Camerons Creek Valley or the hanging valley in the south branch of the Young River will not take place on weekends or statutory holidays.

c Heli-hiking trips shall take place only between the 1st day of September and the 30th day of April (excluding the period 15 December to 15 January when they are forbidden pursuant to a above).

d The flight path between Makarora and the hanging valley in the south branch of the Young River Valley will be chosen to minimise possible disturbance to people in the Young Valley,

preferably following Teal Creek. The route up the Young Valley is to be avoided if at all possible.

e Helicopter landings relating to heli-hiking trips are limited to the following locations and specific sites are to be approved by the Field Centre Manager Department of Conservation Makarora prior to each trip:

- Camerons Creek - a maximum of 20 trips per annum
- Leven Stream - a maximum of 20 trips per annum.

f The Grantee recognises the effect of noise inside the Park and will use his best endeavours to minimise the level of noise within and over the Park and will liaise from time to time with the Regional Conservator in this matter.

g This deed does not confer on the Grantee the exclusive use of any part of the Park and more particularly the exclusive use of any landing area or areas.

52 SPECIAL CONDITIONS APPLICABLE TO THE GUIDED FISHING COMPONENT ON LAND ADMINISTERED BY CONSERVATION DEPARTMENT:

a During the first five years of the term the Grantee will not conduct to the Dingle Burn above Cotters Clearing or the Young Valley above Ram Flat more than the number of clients guided to those areas in the 1992/93 season.

b In the sixth and seventh year of the term the Grantee will reduce the number of anglers using his lodge to a maximum of six and will only conduct guided fishing for a period of two weeks in the pre-Christmas period recommence on 1 February and finish on 20 March each year.

c After the seventh year of the term the Grantee will not advertise guided fishing overseas will not conduct any guided fishing operation on the Young River above Ram Flat except for compassionate/special one-off landings approved by the Regional Conservator and will reduce the number of anglers using the lodge to four per day. After the seventh year of the term the Grantee will operate for only two weeks in the pre-Christmas period restart on 1 February and cease guiding fishing operations on 28 February in all areas other than the Young Valley.

53 SPECIAL CONDITIONS APPLICABLE TO PASTORAL LEASE LAND:

a The Grantee shall land clients only on the land marked "X" on the plan attached.
his agent
~~Landcorp Property Limited~~ may inspect the flight log books and records of the Grantee at any reasonable time and the Grantee will ensure that that company is constantly supplied with up-to-date registration details of his aircraft.

c Should monitoring indicate that in the opinion of the Commissioner of Crown Lands the impacts on the fishery or on other users of the environment are unacceptably high the Commissioner of Crown Lands reserves the right to impose conditions to reduce those impacts to an acceptable level and the Grantee will accept such conditions imposed.

*has
ly to
ditions to do with
impact on other users of the
the Grantee.*

a The Grantee will periodically consult with the various pastoral lessees throughout each season and abide by the conditions they impose relating to stock disturbance.

54 INSOFAR as is statutorily possible all powers rights and authorities vested in the Grantors may be exercised and enforced for and on behalf of the Grantors by the ^{CCL's agent} ~~Managing Consultant Land Corporation Limited~~ in respect of pastoral lease land and by the Regional Conservator in respect of the balance of the land and any notice in respect of the pastoral lease land and by the Regional Conservator required to be given to the Grantee under these presents may be served on the Grantee by delivering or posting the same by registered mail to the Grantee at the Grantee's last known address and any notice required by the Grantee to be given to the Grantors may be served by delivering or posting the same by registered mail to the ^{CCL's agent} ~~Managing Consultant~~ in respect of pastoral lease land and the Regional Conservator in respect of the balance of the land.

55 THE Grantee shall notify the Regional Conservator and the ^{CCL's agent} ~~Managing Consultant Land Corporation Limited~~ Alexandria in writing within 14 days of the date hereof of the name and address of a management contact for the purpose of acting as the Grantee's representative as a "first contact point" over any matters arising out of the construction of this Deed. The Grantors' "first contact points" are the Field Centre Manager Makarora in respect of the said land excluding the pastoral lease land and the ^{CCL's agent} ~~Managing Consultant Land Corporation Limited~~ Alexandria in respect of the pastoral lease land.

56 THAT if:

- a The fee hereby reserved or other payments due to the Grantors or any part or parts thereof shall be in arrears or unpaid on the day on which the same ought to be paid and shall remain unpaid for thirty (30) days thereafter whether the same shall be lawfully demanded or not or
- b Default is made by the Grantee in the full and faithful performance and observance of any of the covenants conditions or restrictions contained in this Deed or
- c The Grantors are satisfied that the services provided for in this Deed are not being adequately rendered to the public by the Grantee or
- d The Grantee shall enter into any composition with or assignment for the benefit of his creditors or shall be adjudged bankrupt or if the estate or interest of the Grantee shall be made subject to any writ of sale or charging order or if any Grantee shall cease to function

THEN in any such case except as hereinafter provided the Grantors shall give written notice to the Grantee specifying the breach or default and requiring the same to be remedied within the time stated therein being not less than one month and if the Grantee shall fail to comply with such notice it shall be lawful for the Grantors forthwith or at any time thereafter by notice in writing to determine the permit authority and the licence and forthwith upon such notice the permit authority and the licence and all the rights of the Grantee thereunder shall absolutely cease and determine nevertheless without releasing the Grantee from liability for payment of fee or other moneys up to the date of the

termination or for damages for any breach of covenant committed prior to such date provided however that in the event of the permit authority and the licence being terminated for any of the reasons specified in sub-clauses c or d above this permit authority and the licence shall immediately be terminated and the Grantors shall not be required to serve notice of any kind on the Grantee.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

SIGNED for and on behalf of the MINISTER OF CONSERVATION by the Regional Conservator Department of Conservation Dunedin pursuant to a delegation given to him by the Director-General of Conservation and dated the 8th day of May 1990 in the presence of:

)
)
)
)
)
)
)
)
)
)



Witness:

[Handwritten Signature]

Occupation:

Senior Conservation Officer, Dept of Conservation

Address:

Dunedin

SIGNED for and on behalf of the DIRECTOR-GENERAL OF CONSERVATION by the Regional Conservator Department of Conservation Dunedin pursuant to a delegation given to him by the Director-General of Conservation and dated the 19th day of March 1990 in the presence of:

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)
)
)
)
)
)
)
)
)



Witness:

[Handwritten Signature]

Occupation:

Senior Conservation Officer, Dept of Conservation

Address:

Dunedin

SIGNED by **RICHARD DRUMMOND FRASER** in the presence of:

) *RD Fraser*

Witness:

[Signature]

Occupation:

A. B. McKay

Solicitor

Address:

CROMWELL

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

) *[Signature]*

Witness:

[Signature]

Occupation:

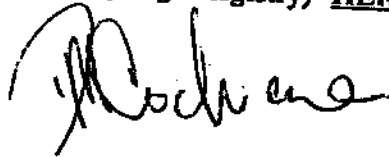
LYNETTE PORTER

**TEAM MEMBER
NATIONAL OFFICE
DEPARTMENT OF SURVEY
& LAND INFORMATION
WELLINGTON**

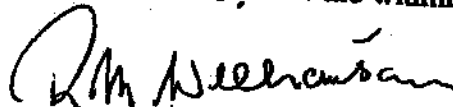
Address:

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

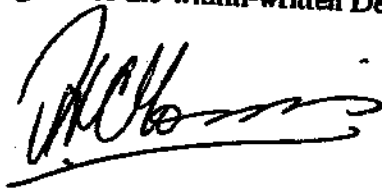
HUNTER VALLEY STATION LIMITED being the lessee of "Hunter Valley Station" being the balance of the land comprised and described in pastoral lease No. P.179 recorded as Register No. A2/1310 (Otago Registry) HEREBY CONSENTS to the grant of the within-written Deed



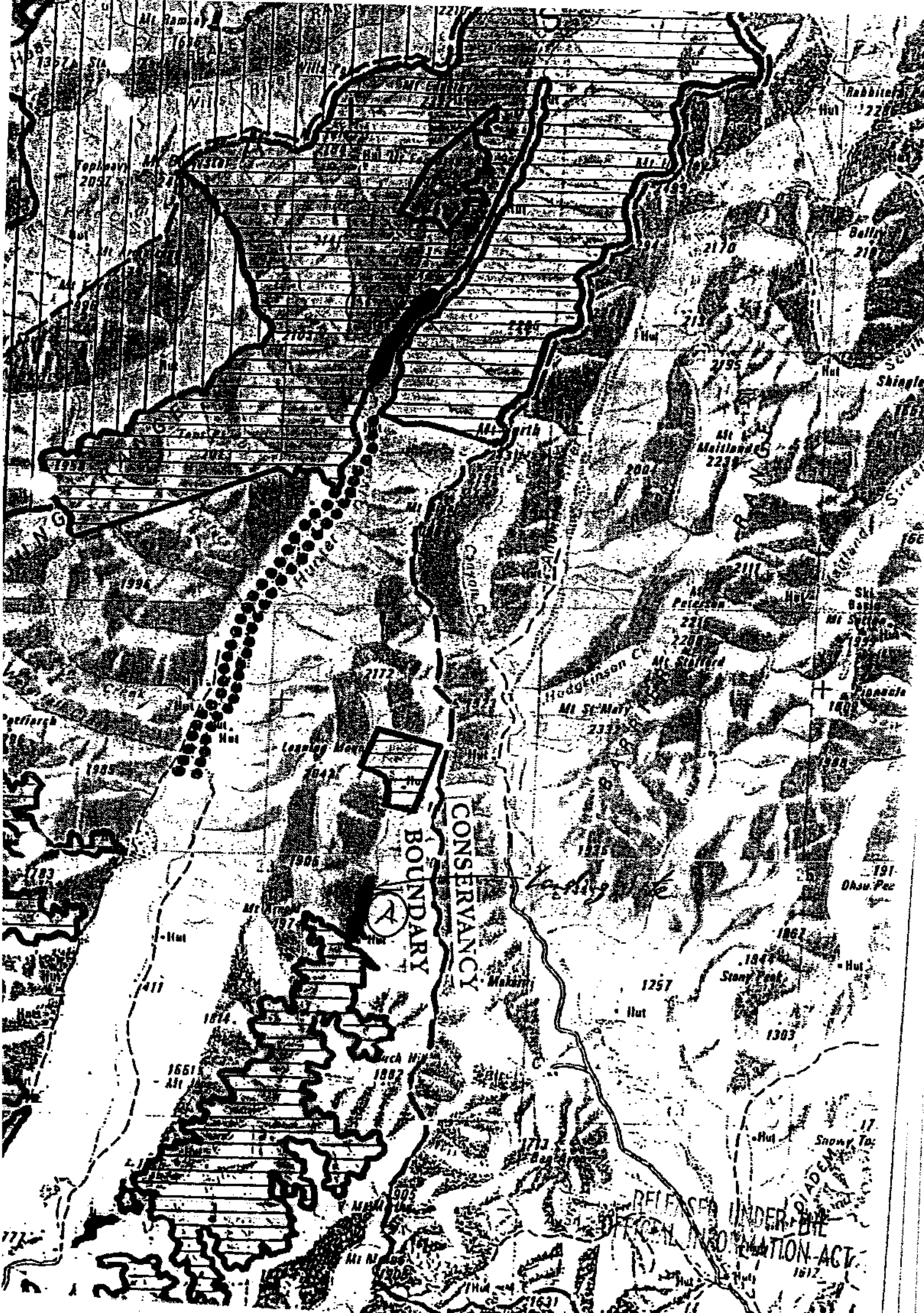
BIRCHWOOD RUN LIMITED being the lessee of "Birchwood Station" being all the land comprised and described in pastoral lease No. P.75 recorded as Register Volume 338 folio 80 (Otago Registry) HEREBY CONSENTS to the grant of the within-written Deed



BEN AVON RUN CO. LIMITED being the lessee of the balance of the land comprised and described in pastoral lease No. P.251 recorded as Register No. A2/1220 (Otago Registry) HEREBY CONSENTS to the grant of the within-written Deed



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OFFICIAL INFORMATION ACT



BOUNDARY
CONSERVANCY

RELEASED UNDER THE
FOIA INFORMATION ACT

2.39 28.MAY96 PSL 908729/5

ARTICLES ENTERED IN REGISTER
AND REGISTRY OTAGO
SST. LAND REGISTRAR



R. B. [unclear]

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

MEMORANDUM OF PARTIAL SURRENDER

IN THE MATTER of the Land Act 1948 and its Amendments

IN THE MATTER of Pastoral Lease No. P251 under the Land Act 1948 of ALL that piece of land situated in the Otago Land District containing 8324.2712 hectares more or less being Part Run 429A Longslip, and Longslipside Survey Districts, ~~Part Run 433 Longslip, Longslipside and Mid-Harvea Survey Districts~~, Sections 1 and 2 SO 23922 and Sections 1, 3 and 5 SO 22899 and being the whole of land comprised and described in the aforesaid Pastoral Lease recorded in Register Book, Vol. A2 Folio 1220.

We, BEN AVON RUN CO. LIMITED the Lessees under the above mentioned lease DO HEREBY SURRENDER in terms of Section 145 of the Land Act 1948, all our estate and interest as such lessees in all that piece of land containing 23.9975 hectares more or less being Section 1 SO 23922.

AGREE AND DECLARE THAT all and singular the covenants conditions and agreements of the said recited lease expressed and/or implied shall continue in force in respect of the residue of the land henceforth comprised therein as fully and effectually as if such residue of the said land above had originally been comprised therein.

AND WE HEREBY FURTHER AGREE AND DECLARE that the said surrender shall take effect from the 1st day of July 1992.

x DATED this 9TH day of FEBRUARY 1995

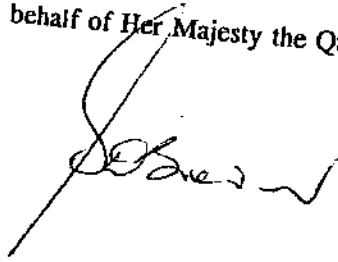
THE COMMON SEAL of BEN AVON RUN CO. LIMITED was hereunto affixed in the presence of:



[Signature]
..... Director
[Signature]
..... Director/Secretary

SURRENDER ACCEPTED for and on behalf of Her Majesty the Queen as Lessor:

SIGNED for and on behalf of
HER MAJESTY THE QUEEN by the
Commissioner of Crown Lands



in the presence of:

Witness:

H. B. Dickson

Occupation:

Senior Land Information Officer
Department of Crown Land Information

Address:

Wellington

RELEASED UNDER THE
FOIA INFORMATION ACT

The Canterbury
~~Otago~~ Regional Council under and by virtue of the Land Improvement Agreement No. 629969 under the Soil Conservation and Rivers Control Act 1941 DOES HEREBY CONSENT to the aforesaid surrender BUT WITHOUT PREJUDICE to its rights powers and remedies otherwise under or in respect of the said agreements.

THE COMMON SEAL of THE
CANTERBURY REGIONAL COUNCIL
was hereto affixed in the presence of:



[Signature]
..... Chief Executive

BRIAN B. HASELL
GROUP MANAGER - CORPORATE POLICY
CANTERBURY REGIONAL COUNCIL

Trustbank South Canterbury Limited as Mortgagee under and by virtue of Memorandum of Mortgage No. 723683/8 DOES HEREBY CONSENT to the aforesaid surrender BUT WITHOUT PREJUDICE to the rights powers and remedies otherwise under or in respect of the said mortgage.

The within Mortgage has become the property of Trust Bank New Zealand Limited by virtue of Part VA of the Companies Act 1955.

THE COMMON SEAL of TRUST BANK
SOUTH CANTERBURY LIMITED
was hereunto affixed in the presence of:

..... Authorized Signatory
..... General Manager

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Trust Bank New Zealand Limited as Mortgagee under and by virtue of Mortgage No. 723683 hereby consent to the aforesaid surrender but without prejudice to its rights under the said mortgage.

The within Mortgage has become the property of Trust Bank New Zealand Limited by virtue of Part VA of the Companies Act 1955.

Dated this 20th day of February 19 96

EXECUTED by the Mortgagee
TRUST BANK NEW ZEALAND LIMITED

by its duly appointed attorney: [Signature] and [Signature]

Name:

Michael Douglas Lines

Tracey Willman

Office:

Document Execution Officer

Document Execution Officer

Address:

Christchurch

Christchurch

In the presence of:

[Signature]
Witness:

Jenni Mentink
Witness Name:

Correct for the purposes of
the Land Transfer Act 1952

Bank Officer
Occupation:

P O Box 203
Christchurch
Address:

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

TRUST BANK NEW ZEALAND LIMITED

CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY

We, Michael Douglas Lines
and Tracey Willman
certify that:

of Christchurch
of Christchurch

1. By a Deed of Attorney dated 28th November 1994 ("Deed"), we were appointed Attorneys of the Bank in respect of the matters specified in the Deed;

2. COPIES of that Deed are deposited in the Land and Deeds Registry Offices at:

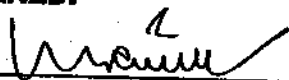
Auckland	No	C689056.1	Hokitika	No	099935.1
Blenheim	No	177325.1	Invercargill	No	226696.2
Christchurch	No	A148053A/1	Napier	No	617281.1
Dunedin	No	871104/1	Nelson	No	344247.1
Gisborne	No	G200821.1	New Plymouth	No	416782.1
Hamilton	No	B243707.1	Wellington	No	B409023.1

3. AT the date hereof we are both Documentation Execution Officers, Trust Bank New Zealand Limited.


4. AT the date hereof we have not received any notice of the winding up of the Bank or other revocation of the Deed.

DATED this 20th day of February 1996

SIGNED:



Michael Douglas Lines
Documentation Execution Officer



Tracey Willman
Documentation Execution Officer

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OFFICIAL INFORMATION ACT

CERTIFICATE OF ALTERATION

HER MAJESTY THE QUEEN { Lessor.
Licensor.

..... { Lessee.
Licensee.

Particulars entered in the Register on the date and at the time recorded below.

.....
District Land Registrar of the Assistant
District of

RELEASED UNDER THE OFFICIAL INFORMATION ACT



APR 9 10 21 AM '83
[Signature]

599646
A2/1220

ALL

MEMORANDUM OF VARIATION OF LEASE/LICENCE

IN THE MATTER of the ~~Land Transfer Act 1952~~ and the Land Act 1948 and
IN THE MATTER of Lease/Licence No. P 251
registered in Volume A2, folio 1220
Otago Land Registry, from Her Majesty the Queen to Colin Edward Walker of Pukaki and Joan Walker his wife

The covenants conditions and restrictions contained or implied in the above-mentioned Lease/Licence registered in Volume A2, Folio 1220, Otago Land registry, are hereby varied as follows:

1. That should the lessee/licensee with the consent of the Land Settlement Board, transfer, sublet or otherwise dispose of his interest in the land affected by the said lease/licence or any part thereof to a company incorporated under the Companies Act 1955, then the following provisions shall apply:

(a) The provisions of section 89 of the Land Act 1948, shall apply to all transfers and other dispositions of shares in such company as if such shares were interests in the said land and no share or shares in such company shall be transferred or otherwise disposed of by any shareholder without the consent of the Land Settlement Board.

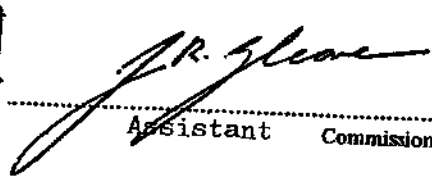
(b) The provisions of the Land Act 1948, with regard to residence shall continue to be applicable to the said lease/licence notwithstanding the transfer or other disposition to such company provided however that such provisions shall be deemed to be complied with by such company if and when there resides on the said land a person who manages the land on behalf of such company and who has been approved in writing for that purpose by the Land Settlement Board.

(c) A breach by the company or by any shareholder of all or any of the provisions of subclauses (a) and (b) hereof shall be deemed to be a breach of the covenants conditions and restrictions contained in the said lease/licence entitling the lessor/licensor to exercise all or any of the powers conferred upon her by the said lease/licence in such circumstances.

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

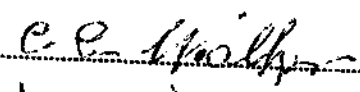
IN WITNESS WHEREOF the parties have hereunto subscribed their names this 20th day of October 1982

Assistant
SIGNED by the/Commissioner of Crown Lands for the Land District of
acting for and on behalf of Her Majesty the Queen
in the presence of:


Assistant Commissioner of Crown Lands.

Witness: admitted
Occupation: Clerk - Dept of Lands & Survey
Address: Dunedin

SIGNED by the said COLIN EDWARD WALKER
as lessee/licensee in the presence of: & JOAN WALKER


Joan Walker Lessee/Licencee

Witness: [Signature]
Occupation: Relative
Address: Dunedin

RELEASED UNDER THE OFFICIAL INFORMATION ACT

~~Correct for the purposes of the Land Transfer Act.~~

~~Commissioner of Crown Lands~~

908729/2 Certificate of Alteration
incorporating Sections 2 & 4 SO

Plan 22899 herein (4-1653 km)

in C.T. 338/37 - 28.5.1996 at

12.39 p.m.

~~David R.~~

ANR

12.39 28.MAY96
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY DTAGO
BY THE LAND REGISTRAR
92/1220



908729/1
P.L.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

SURRENDER ACCEPTED for and on behalf of Her Majesty the Queen as Lessor:

SIGNED for and on behalf of
HER MAJESTY THE QUEEN by the
Commissioner of Crown Lands

[Signature]
9/2/75

in the presence of:

Witness: *St. Peter*
Occupation: *Senior Land Information Officer*
Address: *Department of Energy and Information*
Wellington

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MEMORANDUM OF PARTIAL SURRENDER

IN THE MATTER of the Land Act 1948 and its Amendments

IN THE MATTER of Pastoral Lease No. P251 under the Land Act 1948 of ALL that piece of land situated in the Otago Land District containing 8304.1494 hectares more or less being Part Run 429A Longslip, Longslipside and Mid Hawea Survey Districts, Section 2 and Section 4 SO 22899, Sections 1 and 2 SO 23922 and being the whole of land comprised and described in the aforesaid Pastoral Lease recorded in Register Book, Vol. A2 Folio 1220.

We, BEN AVON RUN CO. LIMITED the Lessees under the above mentioned lease DO HEREBY SURRENDER in terms of Section 145 of the Land Act 1948, all our estate and interest as such lessees in all that piece of land containing 4.1653 hectares more or less being Section 2 and Section 4 SO 22899.

AGREE AND DECLARE THAT all and singular the covenants conditions and agreements of the said recited lease expressed and/or implied shall continue in force in respect of the residue of the land henceforth comprised therein as fully and effectually as if such residue of the said land above had originally been comprised therein.

AND WE HEREBY FURTHER AGREE AND DECLARE that the said surrender shall take effect from the 1st day of January 1989.

x DATED this 9TH day of FEBRUARY 1995

THE COMMON SEAL of BEN AVON RUN CO. LIMITED was hereunto affixed in the presence of:

..... Director

..... Director/Secretary



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Trust Bank New Zealand Limited as Mortgagee under and by virtue of Mortgage No. 723683/8 hereby consent to the aforesaid surrender but without prejudice to its rights under the said mortgage.

The within Mortgage has become the property of Trust Bank New Zealand Limited by virtue of Part VA of the Companies Act 1955.

Dated this 20th day of February 1991

EXECUTED by the Mortgagee
TRUST BANK NEW ZEALAND LIMITED

by its duly appointed attorney: [Signature] and [Signature]

Name:

Michael Douglas Lines

Tracey Willman

Office:

Document Execution Officer

Document Execution Officer

Address:

Christchurch

Christchurch

In the presence of:

[Signature]
Witness:

Jenni Menlink

Witness Name:

Bank Officer

Occupation:

P O Box 203

Christchurch

Address:

Correct for the purposes of
the Land Transfer Act 1952

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TRUST BANK NEW ZEALAND LIMITED
CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY

We, Michael Douglas Lines
and Tracey Willman
certify that:

of Christchurch
of Christchurch

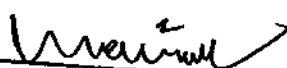
1. By a Deed of Attorney dated 28th November 1994 ("Deed"), we were appointed Attorneys of the Bank in respect of the matters specified in the Deed;
2. COPIES of that Deed are deposited in the Land and Deeds Registry Offices at:

Auckland	No	C689056.1	Hokitika	No	099935.1
Blenheim	No	177325.1	Invercargill	No	226696.2
Christchurch	No	A148053A/1	Napier	No	617281.1
Dunedin	No	871104/1	Nelson	No	344247.1
Gisborne	No	G200821.1	New Plymouth	No	416782.1
Hamilton	No	B243707.1	Wellington	No	B409023.1

3. AT the date hereof we are both Documentation Execution Officers, Trust Bank New Zealand Limited.
4. AT the date hereof we have not received any notice of the winding up of the Bank or other revocation of the Deed.

DATED this 20th day of February 1996

SIGNED:



Michael Douglas Lines
Documentation Execution Officer



Tracey Willman
Documentation Execution Officer

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The Canterbury Regional Council under and by virtue of the Land Improvement Agreement No. 629969 under the Soil Conservation and Rivers Control Act 1941 DOES HEREBY CONSENT to the aforesaid surrender BUT WITHOUT PREJUDICE to its rights powers and remedies otherwise under or in respect of the said agreements.

THE COMMON SEAL of THE
CANTERBURY REGIONAL COUNCIL
was affixed hereto in the presence of:



BRIAN B. HASELL Chief Executive
GROUP MANAGER - CORPORATE POLICY
CANTERBURY REGIONAL COUNCIL

Trustbank South Canterbury Limited as Mortgagee under and by virtue of Memorandum of Mortgage No. 723683/8 DOES HEREBY CONSENT to the aforesaid surrender BUT WITHOUT PREJUDICE to the rights powers and remedies otherwise under or in respect of the said mortgage.

The within Mortgage has become the property of Trust Bank New Zealand Limited by virtue of Part VA of the Companies Act 1955.

THE COMMON SEAL of TRUST BANK
SOUTH CANTERBURY LIMITED
was hereunto affixed in the presence of:

}
|
|
|

..... Authorised Signatory
..... General Manager

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L & D 107

The District Land Registrar

Messrs

For office use only

Private Bag

Date

Number 2436

DUNEDIN

(Firm intending to register)

The following are produced
List of Instruments Produced by Number or C. I. Reference

CT A2/1220

To enable registration of:

1. A PARTIAL SURRENDER from KNIGHT FRANK to DEH AVON RUM CO. LTD
2. A from to
3. A from to
4. A from to

After Registration Instruments Listed Above To Be Returned To:

TRUST BANK NEW ZEALAND LIMITED

P O BOX 203

CHRISTCHURCH

SN 17300 (Knni)
Otago

Received Above Instruments
For D.L.R. 5/3/76
1.1

This copy to be given to firm intending to register. Registration authorised above will not be accepted without production of this notice

Trustbank South Canterbury Limited as mortgagee under and by virtue of memorandum of Mortgage No. 723683/8 DOES HEREBY CONSENT to the aforesaid surrender BUT WITHOUT PREJUDICE to the rights powers and remedies otherwise under or in respect of the said mortgage.

The within Mortgage has become the property of Trust Bank New Zealand Limited by virtue of Part VA of the Companies Act 1955.

THE COMMON SEAL of TRUST BANK
SOUTH CANTERBURY LIMITED
was hereunto affixed in the
presence of:

..... Authorised Signatory
..... General Manager

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CERTIFICATE OF ALTERATION

Attachment //

HER MAJESTY THE QUEEN { Lessor.
Licensor.

BEN AVON RUN CO. LIMITED { Lessee.
Licensee.

PARTICULARS entered in the Register on the date and at the time recorded below.

District Land:
Assistant

12.39 20.MAY96 908729/4
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR.
PSL. 908729/3
22/1220

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CERTIFICATE OF ALTERATION UNDER SECTION 113, LAND ACT 1948

IN THE MATTER of the Land Transfer Act 1952, and the Land Act 1948,

and

IN THE MATTER of lease/licence from HER MAJESTY THE QUEEN to BEN AVON RUN CO. LIMITED

registered in Register Book
Vol A2, folio 1220 Otago Land Registry.

This is to certify

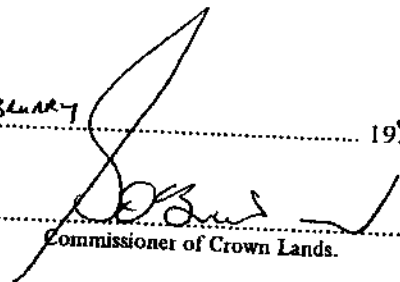
that with effect on 1 January 1989 the land described in the schedule hereto is incorporated into the aforesaid lease with no alteration to the annual rent and stock limitation.

SCHEDULE

Sections 1, 3 and 5 SO 22899 containing by admeasurement 24.2871 hectares more or less.

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As witness my hand, this 9th day of FEBRUARY 1995


Commissioner of Crown Lands.

12 December 2000

Ken Taylor
The Manager
Knight Frank (NZ) Ltd
P O Box 27
Alexandra



Dear Ken

Amended plan of Ben Avon Pastoral Leases for attachment to Status Check

I return the original and an amended copy of the status check plan for Ben Avon Pastoral Lease.

Yours sincerely

John Kirk
Property Consultant

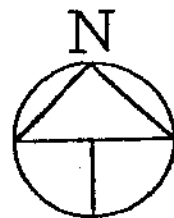
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g:\land status\pastoral\letter knight frank plans.doc

Opus International Consultants Limited
MREINZ, Dunedin Office
Quality Management Systems Certified to ISO 9001

144 Rattray Street
Private Bag 1913
Dunedin, New Zealand

Telephone (03) 474 8899
Facsimile (03) 474 8995
Website www.opus.co.nz



Sec 2
SO 23922

Sec 1
SO 23922

Report 2 of 4

Ahuriri

Marginal Strip

Pt Run 429A

LEGAL ROAD

Pt Run 429A

Marginal Strip

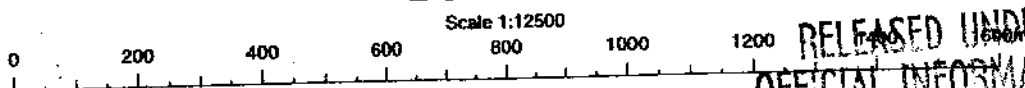
Pt Run 429A

Sec 1
Longslipside SD
Report 3 of 4

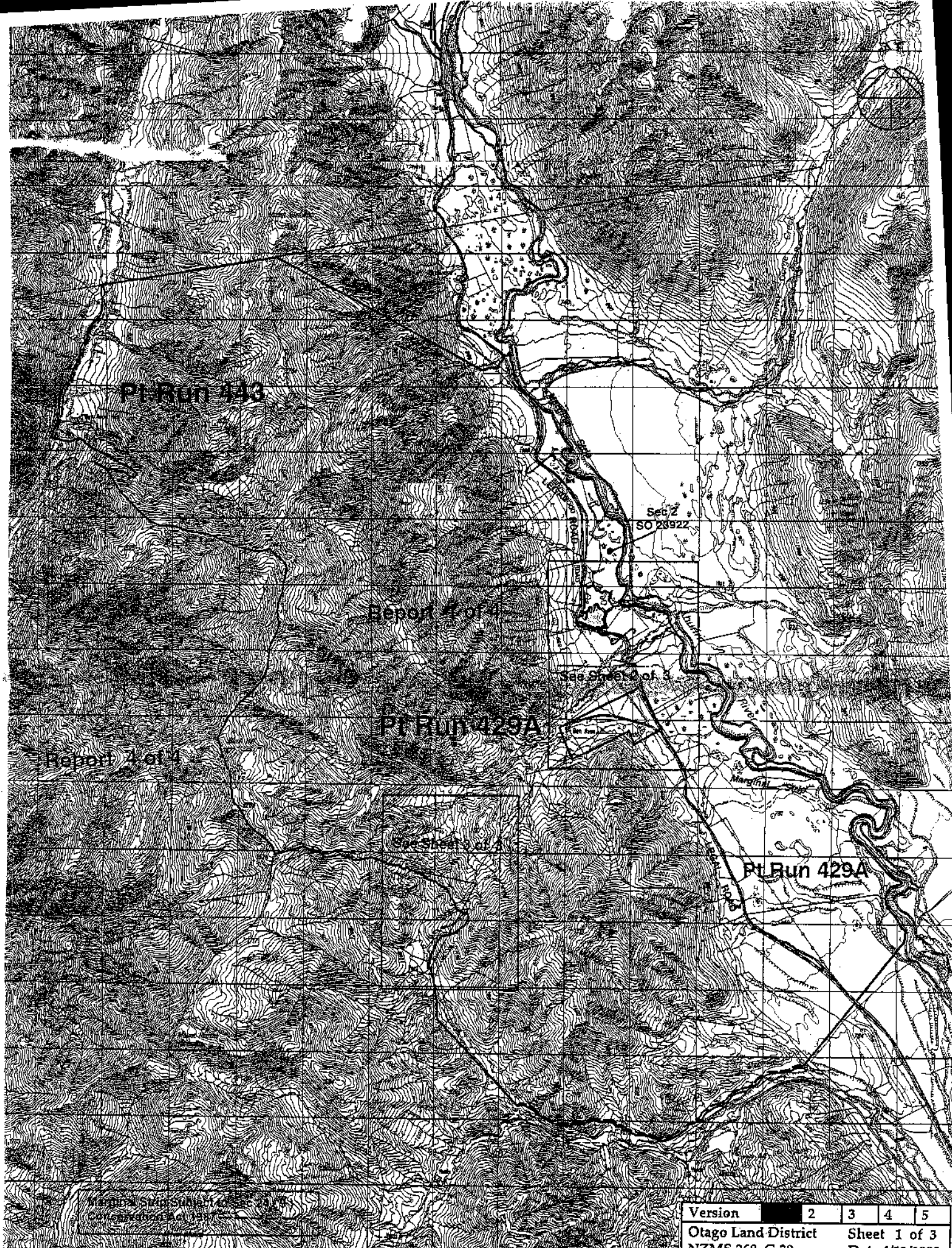
LEGAL ROAD

Version	2	3	4	5
Otago Land District	Sheet 2 of 3			
NZMS 260 G39	Date 4/11/1999			

Ben Avon



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Pt Run 443

Report 4 of 4

Pt Run 429A

Report 4 of 4

Sec Sheet of 2

Sec 2
SO 23922

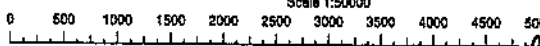
Pt Run 429A

Map Data: Sirin, Sabin, 1987
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Version	2	3	4	5
Otago Land District	Sheet 1 of 3			
NZMS 260 G 39	Date 4/11/1999			

Ben Avon

Scale 1:50000



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