

Crown Pastoral Land Tenure Review

Lease name : BENDROSE

Lease number : PT 097

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.

April

05

**DUE DILIGENCE REPORT
CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:**

File Ref: Pt 97.01
12712
Office of Agent: Timaru

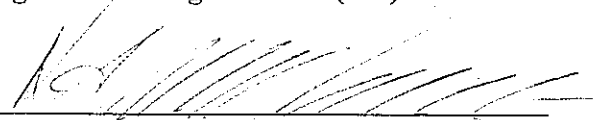
Report No: R0207
LINZ Case No:

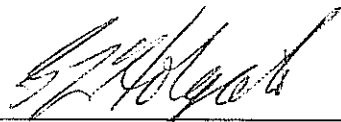
Report Date: 8 June 2000
Date sent to LINZ: 9 June 2000

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 Crown Property Contracts or other party:
 - Compensation Certificates 510677/1 and 696630/1 registered against the title.
 - To determine if the Pukaki River boundary is to be altered as a result of refencing.
 - To determine if former construction buildings are encroaching onto the lease.
 - To determine if there is any commitment to action any surrender of land as the result of a Land Settlement Board resolution.

Signed for Knight Frank (NZ) Limited


R A Ward-Smith Manager - Timaru
8 16 /2000


G L Holgate, LRD Manager
9 16 /2000

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

Name:
Date of decision: / /

1. Details of lease:

Lease Name: Bendrose
Location: Twizel
Lessee: JDJ & A W Allan
Tenure: Pastoral Lease
Term: 33 years from 1 July 1995
Annual Rent: \$2,025
Rental Value: \$135,000
Date of Next Review: 1 July 2006
Land Registry Folio Ref: 895/96
Legal Description: Part Run 294 Strachey and Campbell Survey Districts
Area: 5926.5515 hectares

2. File Search

Files held by Agent on behalf of LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
Pt 097	I	Folio 161	9 September 1959	Folio 290	30 November 1992
Pt 097	II	Folio 291	1 October 1991	Folio 319	30 May 2000

Other relevant files held by LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
CPL 04/10/12712- ZCH	I		1 March 1997		Current File

Related Files: DOSLI: 5200-D13-B08
CPS: CPL 11/712

Compensation Certificates Number 510677/1 and 696630/1 pursuant to Section 19 Public Works Act 1981 are still showing as registered against the title.

LINZ provided a copy of a plan indicating approximately 500 metres of fencing that had been altered away from the surveyed boundary adjoining the Pukaki River. We have no information if there is to be a legal adjustment to this boundary line.

3. Summary of lease document:

Terms of lease

The lease was registered on the 3rd day of May 1962 as a Pastoral Lease under the Land Act 1948.

Commencement:

1st day of July 1962 for a period of 33 years together with the broken period from the 1st day of March 1962.

Renewed for a period of 33 years from 1st day of July 1995.

Stock Limit:

3,575 sheep including 1,210 breeding ewes being an increase of 10% over and above the number of stock upon which the lease rental was originally set.

Variations:

Variation 839918 registered 13 August 1971 limiting transfer of shares in a company unless the consent of the Commissioner has been granted.

Variation A130872/1 registered 25 August 1994 granting a renewal of the lease for 33 years from 1 July 1995 at an annual rental of \$2025 being 1.5% of the rental value \$135,000.

Area adjustments

Incorporations and surrenders have been reconciled with original metric area shown on the title these are the same as shown in the database and file records.

Title area reconciliation		
	Hectares	Balance
Title area metric as on title	6150.817	6150.817
Gazette Notice No 680710/1	-222.96	5927.857
Gazette Notice No 728954/1	-1.3055	5926.5515

Registered interests

- 1 Mortgage 844050 to AMP Perpetual Trustee Company New Zealand Limited registered 24 September 1971
- 2 Land Improvement Agreement A220559/1 under Section 30A of the Soil Conservation and Rivers Control Act 1941 registered 16 February 1996
- 3 Gazette Notice 817132 declaring State Highway adjoining to be a limited access road registered 9 December 1970

Unregistered interests

- 1 Recreation Permit held by Glacier Southern Lakes Helicopters Limited (reference RPt 60) commencing 1 January 1994 for a period of 12 years expiring 31 December 2005. The activity related to Bendrose is being able to utilise one hectare off State Highway 8 to operate a commercial helicopter sightseeing base including helicopter landings, take-offs and ancillary services.

The use of the area on Bendrose is entirely for refuelling.

- 2 Soil and Water Conservation Plan prepared by the Waitaki Catchment Commission was reported on as far back as October 1968 by the then Department of Lands and Survey. It is noted that a review was carried out by the Waitaki Catchment Commission in 1975 and a second five-year programme proposed. A document securing the government interest in that programme does not appear to have been registered.
- 3 Buildings from a former contractor's construction site are located at the junction of the Twizel River, SH8 and Bendrose lease. See comment under 6 and 7 below.

4. Summarise any Government programmes approved for the lease: -

- 1 The Soil and Water Conservation Plan, No 38, had the principal objective of establishing an initial framework for utilisation of the Back Downs blocks with a reduction in grazing of the Hill Block and control of roughage with cattle and sheep, thus obviating the need to burn off vegetation to maintain its palatability. This involved fencing, oversowing and topdressing. Other works included river control as part of the Twizel River control scheme and a fire break access. The second five-year programme added further fencing, oversowing and topdressing. The Catchment Commission report mentions that land will be surrendered from the pastoral lease upon completion of successful development, as does a brief report from the then Senior Field Officer, Department of Lands and Survey. There is however no further reference to any action or commitment on file. A brief report was submitted to the Department's Head Office at Folio 242. There is no Land Settlement Board report as would normally occur. The total area indicated for retirement is 2,080 hectares of Class VII and VIII land.

In 1992, a Rabbit and Land Management Programme was established for the property, which saw a total programme of \$197,705 proposed, covering pest control, rabbit netting and land management. This programme is registered against the title as Document A220559/1.

5. Summary of Land Status Report:

The Land Status Report notes the two Compensation Certificates registered against the title, that the land is subject to Part IVa Conservation Act 1987 upon disposition and that the one Land Improvement Agreement is registered. It is noted that 220kv transmission lines cross the property, and are assumed to be under the authority of Electricity Act 1992.

The Compensation Certificates relate to the acquisition of the leasehold interests and do not deal with the question of lessor's (Crown's) interest.

The Status Check raises the suggestion that perhaps some reductions in the area as the result of electricity development could be erroneously reducing the area. This issue can only be satisfied upon completion of any outstanding issues relating to the Compensation Certificate.

6. Review of topographical and cadastral data:

A review of cadastral data superimposed upon topographical representation indicates that boundaries more or less correlate with fencing except for much of the eastern boundary of the Hill Block where there appears to be a divergence of some 200 metres along a three-kilometre length.

The Glen Lyon Road formation in some places does not follow the legal route deviating a few metres in various parts. The legal road shown from Lake Ohau to the Flannigan Pass is not on the same route as the formed farm track.

Note that LINZ have supplied a plan that indicates fencing along the Pukaki River frontage has been shifted from the legal line along some 500 metres.

Adjacent to State Highway 8 and the Twizel River, is a group of former construction buildings which appear to be either sited on Bendrose or on Crown Riverbed or marginal strip. There is no indication on the cadastral information supplied that there is any other title in the vicinity. There is no reference

to them on the files. The boundaries would require to be flagged to determine the exact legal location of the buildings. Survey would be required to determine the legal boundaries.

There are no know telecommunications sites, historic places or other matters of note known to the agent.

7. Details of any neighbouring Crown or conservation land

To the south is the former Ruataniwha Station now conservation land. The north-western corner of this area has been oversown and topdressed and fenced for livestock grazing. Up to 100 hectares could be disposed of by way of exchange for other land, as it has been highly modified and could easily be worked in with the Hill Block of Bendrose. The total area of the former Ruataniwha Hill Block surrounding the Ben Ohau Peak is 1315.82 hectares, which contains inherent values that are highly regarded except for the small north-western corner.

8. Summarise any uncompleted actions or potential liabilities:

- 1 There appears to be some commitment for the surrender of land as the result of the Soil and Water Conservation Plan, however the works have not been registered against the title, and there is no Land Settlement Board resolution requiring surrender of the land intended to be retired. It is known that the lessee continues to graze, for a short period, the high altitude land and the proposal may have subsequently been modified or not accepted. It requires further investigation.
- 2 Advice has been received from LINZ that boundary fencing has been altered along the Pukaki River. This does not necessarily mean the legal boundary has to be altered, and if the adjoining land is to be disposed of on freehold, the legal boundary could remain in its present location unless amended by the provision of a marginal strip.
- 3 The presence of buildings adjoining the Twizel River and State Highway could be illegally sited on the Bendrose Pastoral Lease. It would require flagging of the survey boundary to determine their exact location. In any event the Commissioner would need to protect himself from any liability due to their presence in the event of disposal of the land.

APPENDICES

1 Land Status Check

APPENDIX A – LAND STATUS REPORT

Project Number G002-53SR-006YC

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50176 dated 23 September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Bendrose Station				LIPS Ref 12712
Property	1	of	1	

Land District	Canterbury
Legal Description	Part Run 294 situated in Blocks IV, VII, VII, IX and X Strachey and III, IV, VII and VII Campbell Survey Districts.
Area	5926.5515 hectares
Status	Crown land under the Land Act 1948.
Instrument of title / lease	Balance Pastoral Lease 895/96 pursuant to Section 66 and registered under Section 83 of the Land Act 1948.
Encumbrances	Subject to: 1. Compensation Certificate No. 510677/1 pursuant to Section 19 of the Public Works Act 1981. 2. Compensation Certificate No. 696630/1 pursuant to Section 19 of the Public Works Act 1981. 3. Part IVA of the Conservation Act 1987 upon disposition. 4. Land Improvement Agreement No. A220559/1 under the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.
Mineral Ownership	Mines and minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	5 November 1999
[Certification Attached]	Yes

Prepared by	Don McGregor
Crown Accredited Agent	Opus International Consultants Ltd, Christchurch

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. Pastoral Lease 895/96 contains a notation for Section 58 strips to be excluded from the lease and this situation was perpetuated at renewal in 1994 (albeit the strips were deemed to be marginal strips under Section 24(3) of the Conservation Act 1987). The requirement is to define marginal strips upon disposition of the land. Until the marginal strips are defined they remain as "notional".
2. It is noted that 220 kv Transmission lines cross the eastern portion of the property presumably under the authority of the Electricity Act 1992. **Should more specific legal protection be required then appropriate transmission line easements should be negotiated with ECNZ or its successor.**
3. Compensation Certificates 510677/1 and 696630/1 relate to the acquisition of leasehold interests in the land. However, the question of the lessors (Crown's) interest in the land remains unresolved. While clearly the Crown consented to the entry for the purposes of the Public Work the matter of compensation and setting apart the land for the Generation of Electricity has been overlooked. **This matter requires consideration notwithstanding Governments Agreement with ECNZ dated 31 March 1988 and the latter's intention to 'on sell' subject to Section 40 of the Public Works Act 1981.**
4. It is noted that GN's 680710/1 and 728954/1 have had the effect of reducing the area in the lease (perhaps erroneously) until a Certificate of Alteration (C113) has been registered following resolution of (3). This methodology was agreed to between MWD/Lands/Landcorp in 1987.
5. Compensation Certificates 510677/1 and 696630/1 are still current. Compensation has been settled with the lessees for their interest and that interest has been acquired under the Public Works Act 1981 (see GN15 680710/1 and 728954/1). The Compensation Certificates could be discharged but it may be prudent for them to remain to tag the requirement for the lessor's interest to be resolved.
6. Unformed legal road on the Ohau Block does not conform to formed tracks. **An investigation should be undertaken to consider the transfer of this road to the Crown for incorporation into the lease.**

LAND STATUS REPORT for Bendrose Station				LIPS Ref 12712
Property	1	of	1	

- 7 The eastern boundary of the Ohau Block is unfenced and the possibility of rationalising this boundary to the existing fenceline should be explored.

Research Data: Some Items may be not applicable

SDI Print Obtained	Yes
NZMS 261 Ref	H38
Local Authority	Mackenzie District Council
Crown Acquisition Map	Kemps Deed
SO Plan	<p>SO 5618 (approved 19/4/1920) – plan defining Ben Ohau subdivision (Runs 1, 2 and 4).</p> <p>SO 5619 (approved 19/4/1920) – plan defining Ben Ohau subdivision (Runs 2 and 3)</p> <p>SO 5620 (approved 19/4/1920) – plan defining Ben Ohau subdivision (Runs 3, 2A and 4A).</p> <p>SO's 15494, 15495 and 15496 (all approved 26/3/92) plans defining Parts Run 294 and Road.</p> <p>SO 16732 (approved 29/5/1986) – Plan of approved copy Part Run 294 'Bendrose'.</p> <p>NSD – SO 17349 – Plan of ECNZ Transmission Lines existing or under construction as at 31 December 1987.</p>
Relevant Gazette Notices	<ol style="list-style-type: none"> GN 680710/1 (NZ Gazette 1987 p1956) – acquiring 222.9600 ha of leasehold estate for the generation of electricity. GN 728954/1 (NZ Gazette 1988 p47) – acquiring 1.3055 ha of leasehold estate for the generation of electricity.
CT Ref / Lease Ref	Balance Pastoral Lease 895/96 pursuant to Section 66 and registered under Section 83 of the Land Act 1948.
Legalisation Cards	SO 15494, SO 15495, SO 15496 and SO 16732 attached. Confirms leasehold interest acquired for generation of electricity.
CLR	Confirms pastoral lease.

LAND STATUS REPORT for Bendrose Station				LIPS Ref 12712	--
Property	1	of	1		

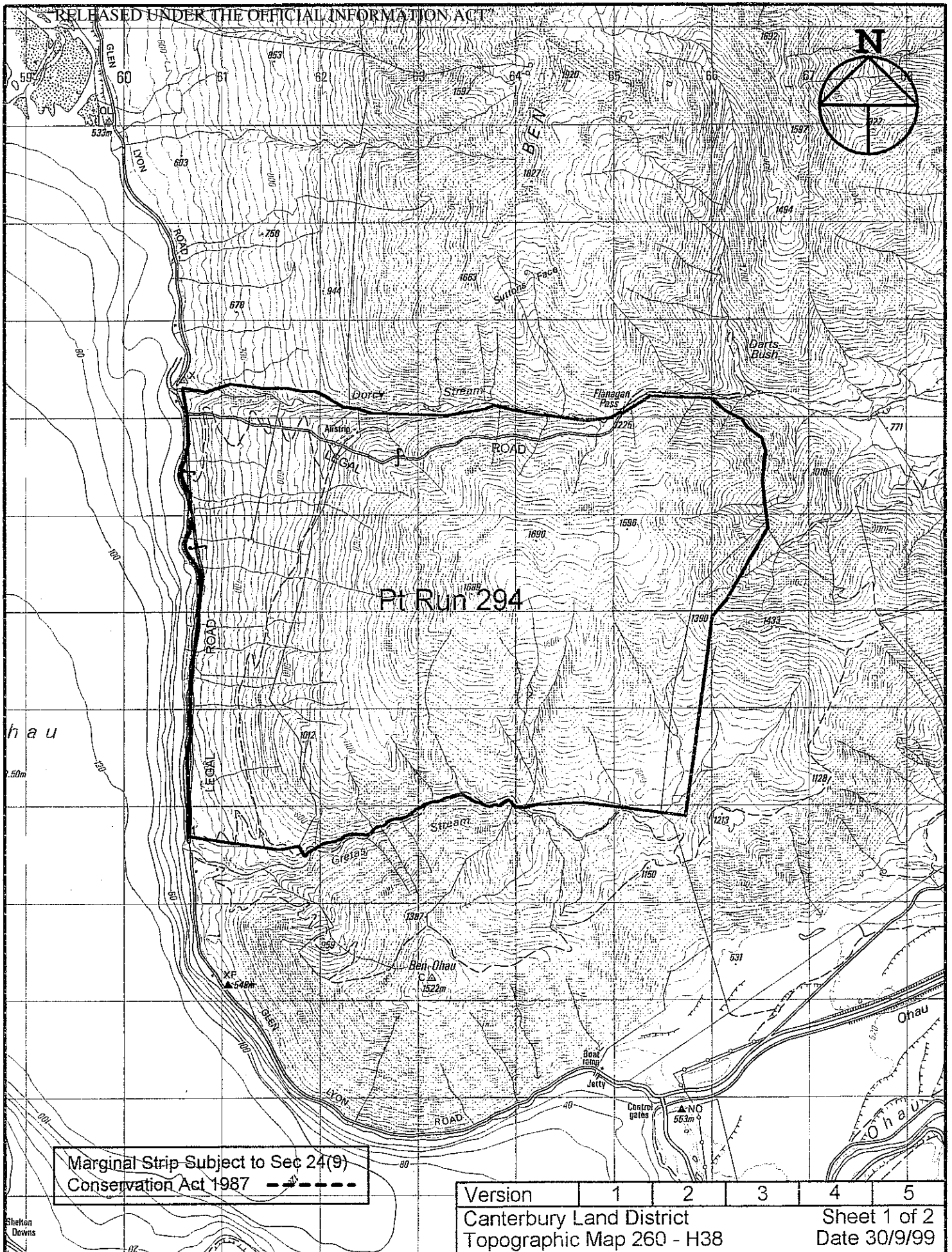
Allocation Maps (if applicable)	Searched and extracts of allocation maps – H38 DOC (SO 17101) and SOE (SO 17050) obtained. No allowance to DOC or SOE's.
VNZ Ref - if known	VR 25320/00300
Crown Grant Maps	NA
If Subject land Marginal Strip : a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) See notes above. b) NA c) NA

search – continued

If Crown land – Check Irrigation Maps.	NA
Mining Maps	Searched NA
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc	a) SO Plans 5618, 5619 and 5620 Crown Grant Roads defined thereon including roads abutting Lake Ohau and Pukaki by Block Map 181 (dated 1860) and Misc Roll 277 (Chief Surveyor ruling in 1969) and Topo 5T. b) Proc Plan NA c) Gazette Ref NA
Other Relevant Information a) Concessions – Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership	a) No current DOC concessions in existence. DOC has interests in undefined marginal strips. Existence of concessions administered by Knight Frank not determined. b) Searched NA c) Either <input type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori

Property 1 of 1

<p>d) Other Info</p>	<p>owners under 1848 Kemp Purchase.</p> <p>This property -- formerly RS's 36685 and 36686 was previously held on Small Grazing Runs and not alienated.</p> <p><input type="checkbox"/> Contained in [provide evidence].</p> <p>d) NA</p>
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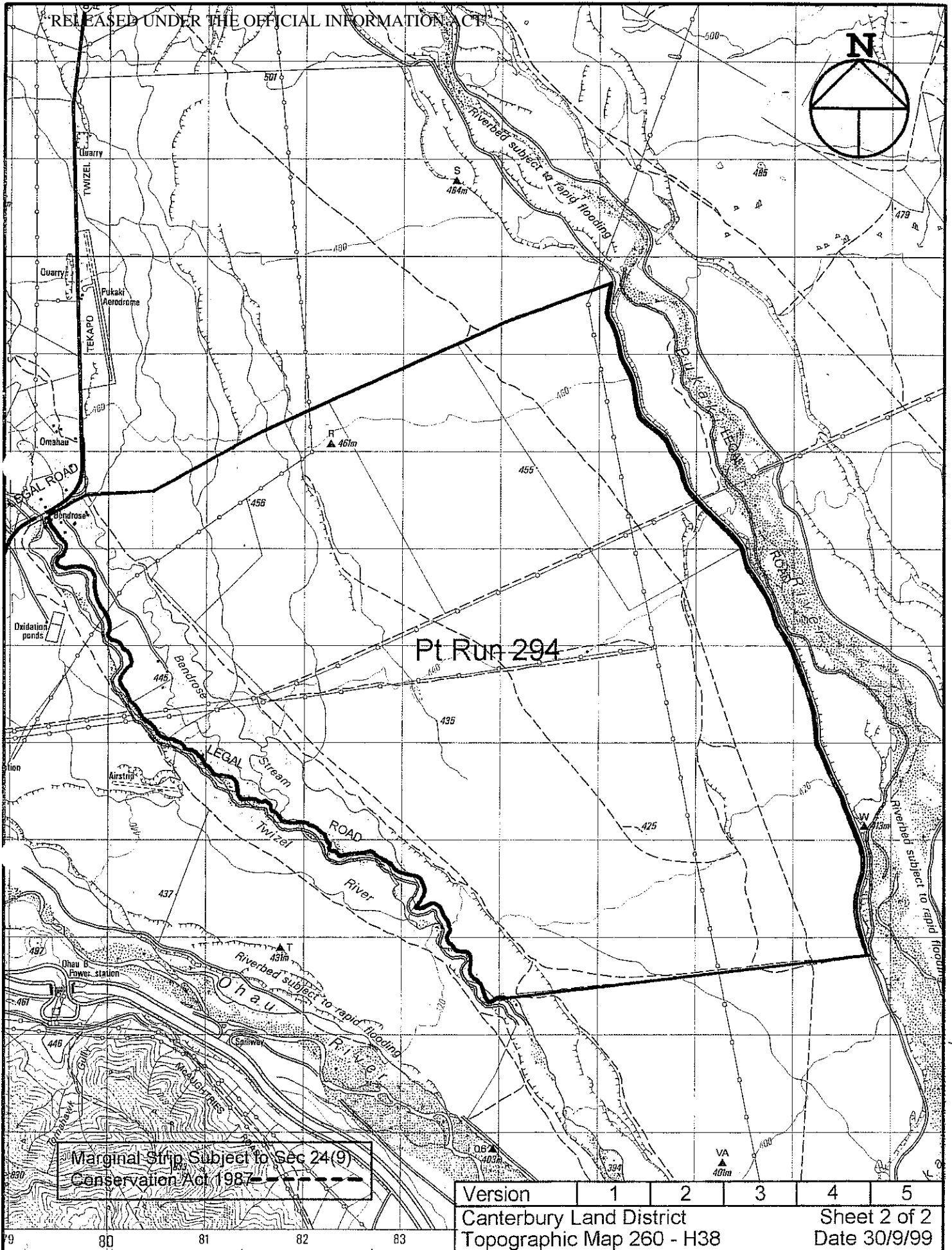
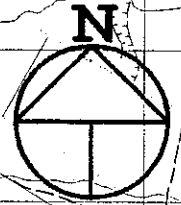
Marginal Strip Subject to Sec 24(9)
Conservation Act 1987 - - - - -

Version	1	2	3	4	5
Canterbury Land District					
Topographic Map 260 - H38					
					Sheet 1 of 2
					Date 30/9/99

Bendrose

Scale 1:50000

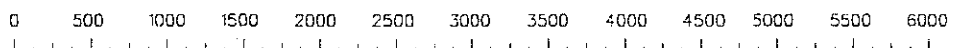
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Version	1	2	3	4	5
Canterbury Land District					
Topographic Map 260 - H38					
Sheet 2 of 2					Date 30/9/99

Bendrose

Scale 1:50000



Project Number : G 002 – 53SR – 006 YC

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Statute	Land Act 1948 and Crown Pastoral Land Act 1998.			

Data Correct as at	13 October 1999
Certification Attached	Yes
Prepared by	Don McGregor
Crown Accredited Agent	Opus International Consultants Ltd, CHRISTCHURCH

Certification:

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

R. Moulton


R Moulton, Chief Surveyor
Land Information New Zealand, Christchurch

Date ¹⁵/₁₀ /1999

CERTIFICATION

Report to the Chief Surveyor, Christchurch, for a certification of a Status Investigation in respect to Bendrose Station.

1. Donald McGregor, Property Consultant, Opus International Consultants Ltd, certifies that the status report enclosed for certification is in order for signature.
2. In giving this certification, Donald McGregor, Property Consultant, Opus International Consultants Ltd, undertakes that the status report has been completed in compliance with all relevant policy instructions and in particular, OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.



D McGregor
Opus International Consultants Ltd
13 October 1999

Registered under Land Trans.
Act.—Registered under Section 83,
Land Act, 1948

(L. and S. D.-1)

NEW ZEALAND
LAND DISTRICT

Entered in the Register, Vol. 96
the 2nd day of May

19 64. at 11.00 o'clock.

Land Registrar

Pastoral Lease of Pastoral Land under the Land Act, 1948
No. 97

895/96

This Deed, made the First day of March
between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and

one thousand nine hundred and Sixty-two
of Fairlie, in the Dominion of New Zealand,
hereinafter referred to as "the Lessee"), of the other part, WITNESSETH
that, in consideration of the sum hereinafter reserved, and of the covenants,
conditions, and agreements herein contained or implied and on the part of the
Lessee to be paid, observed, and performed, the Lessor doth hereby demise and
lease unto the Lessee All that piece or parcel of land containing by
admeasurement Fifteen thousand One hundred and Nine (15,109) acres
— perches, a little more or less,
roads and
situated in the Land District of Canterbury
Borough of "Bendigo" situated in Blocks IV, VII, VIII, IX, X, and XI,
Survey District and Blocks IV, VII, VIII, and XI, District
Mackay's County
hereinafter referred to as "the said land"), as the same is more particularly
delineated in the plan drawn hereon and therein coloured and 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 1964, together with
one thousand nine hundred and Sixty-two
the period between the date of this lease and the aforesaid first day of
July 1964.
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
Canterbury the clear annual rent of £150.0.0 (one hundred and fifty pounds) 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
herein the sum of £ ()
by a deposit of £ () (the receipt of which sum is hereby acknowledged) and thereafter
by £ () half-yearly instalments of shillings
pounds
on the 1st day of January and
the 1st day of July in each year in the same manner as rent.

Subject to the provisions of Section 50 of the Land Act 1948

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

1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease in the execution of the Commissioner of Crown Lands for the Land District of Canterbury (hereinafter referred to as "the Commissioner") put out and keep on the said land all necessary weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1923.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1928.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the first day of January in each year, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, cut, 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 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 purposes of complying with any of the provisions of the Noxious Weeds Act, 1923, 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 burnt, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals:
Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
13. See back hereof.

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

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals:
Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or intended within the compass of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building or dwelling-house.
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 as the expiration of each succeeding term to be granted to the Lessee the said Lessee shall have a right to obtain, in accordance with the provisions of section 83 (3) of the Land Act, 1948, a new lease of the land hereby leased as a rent to be determined in the manner provided 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.

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

(d) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.

(e) The Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,--

(i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;

(ii) Crop such area of the said land as is sufficient for the use of himself and 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 to good permanent clover and grasses to the satisfaction of the Commissioner.

(f) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed sheep on a basis of one for a dry sheep and of one and a half for breeding ewes.

(g) THAT if the Lessee shall leave New Zealand or alienate the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due in the lease, then the Land Settlement Board may, subject to the provisions of section 180 of the Land Act, 1948, declare the lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.

(h) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE FOR CASH

Fencing 2465

LAND & DEEDS	
Name:	2465
Form:	2465
Date:	3 MAY 1962
Time:	4 16
Page:	1/2
Abstract No.:	2360

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

on behalf of the Lessee, hath hereunto set

Signed by the said Commissioner, on behalf of the Lessee, in
the presence of--Witness: [Signature]Occupation: John A. Lawrence & Son, SurveyorsAddress: Christchurch

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

Witness: [Signature]Occupation: John A. Lawrence & SonAddress: Christchurch

Assistant Commissioner of Crown Lands.

Lessee.

13. That without derogating from or restricting the covenants contained in clause four hereof and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the said land more than 275 sheep which number shall include not more than 120 breeding ewes. PROVIDED HOWEVER that the Lessee may with the prior written consent of the Board to provide or vary such consent at any time.

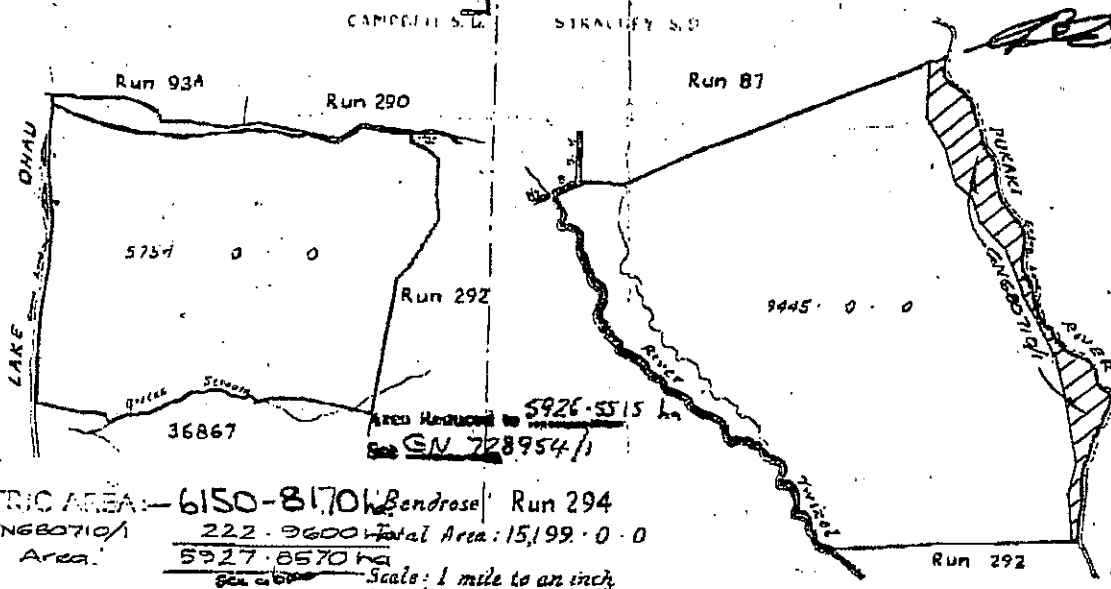
DISCHARGED

No. 817132 Gazette Notice declaring
Highway adjoining the within land to be
a limited access road - 9/12/1970 at
1.55 p.m.

No. 839918 Variation of terms of within
lease 13/8/1971 at 11.36 a.m.

Transfer 839919 to Bendrose Station
Limited at Timaru - 13/8/1971 at 11.36 a.m.

CERTIFIED a true copy of
except as to colour and scale



Subject to the
provisions of Section
50 of the Land Act
1948

895/96

Sheet 2

REGISTER

Mortgage 844049 to The State Advances Corporation - 24/9/1971 at 11.45 a.m.

131459

A.L.R.

Mortgage 844050 to Joseph Allan - 24/9/1971 at 11 a.m.

A.L.R.

Certificate 417993/1 vesting Mortgage 844049 in The Rural Banking and Finance Corporation - 26.1.1983 at 9.18 a.m.

for A.L.R.

Transmission 420004/2 of Mortgage 844050 to The Perpetual Trustees Estate and Agency Company of New Zealand Limited - 9.2.1983 at 9.04 a.m.

Mortgage 420004/1 to The Rural Banking and Finance Corporation - 9.2.1983 at 9.04 a.m.

Transfer 420004/2 of Mortgage 844050

Transmission 420004/2 of Mortgage 844050 to The Perpetual Trustees Estate and Agency Company of New Zealand Limited - 9.2.1983 at 9.04 a.m.

No. 420004/3 Memorandum of Priority making Mortgages 420004/1 and 844050 second and third mortgages respectively - 9.2.1983 at 9.04 a.m.

No. 510677/1 Compensation Certificate pursuant to Section 19 of the Public Works Act 1981 - 3.10.1984 at 11.26 a.m.

No. 680710/1 Gazette Notice declaring part (222.9600 Hectares) of the leasehold estate herein to be acquired for the generation of electricity and to vest in the Crown - 15.5.1987 at 9.09a.m.

No. 696630/1 Compensation Certificate pursuant to Section 19 of the Public Works Act 1981 - 11.8.1987 at 11.57am

No. 728954/1 Gazette Notice declaring part herein (1.3055 hectares) acquired for the generation of electricity and shall vest in Her Majesty the Queen - 2.3.1988 at 11.48 am

No. 791457/2 change of name of the Mortgages under Mortgage

No. 844050 to AMP Perpetual Trustee Company N.Z. Limited. 2/3/1989 at 10.56 a.m.

Transfer A16730/1 to John David Joseph Allan of Fairlie, Farmer and Alison Winifred Allan, his wife as tenants in common in equal shares - 30.9.1992 at 11.35am

Mortgage A16730/2 to Bank of New Zealand Limited - 30.9.1992 at 11.35am

No. 917710/1 Change of Name of the mortgagee under Mortgage 844049 to The Rural Bank Limited - produced 28.1.1991 and entered 6.1.1993 at 9.00am

No. A130872/1 Variation of the within lease and extension of the terms until 30.6.2028 - 25.8.1994 at 11.58am

No. A220559/1 Land Improvement Agreement under Section 30A of the Soil Conservation and Rivers Control Act 1941 - 16.2.1996 at 1.36pm