

Crown Pastoral Land Tenure Review

Lease name : CLENT HILLS

Lease number : PC 076

Due Diligence Report (including Status Report) - Part 3

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.

December 05

Information supporting Mineral investigation

CLENT HILLS

PASTORAL RUN INDEX SEARCH

1) Survey Plan Index (to 1987)

Run 115A — 50's 5609, 11026, 11388

2) Pastoral Run Register (to 1987)

Run 115A — — 30100 acs —
PR 449 (CT 529/89)

3) PR 449 — No memorials.

13/9.

69

Redmond Barry Neill

Run 115B.

Ashburton County

Area 20633 acres

A.R. £550

The original run - run 115 - of 52600 was selected at auction in 1890 by Jas. Harrison at an annual rental of (upset £ for a term of 20½ years from 1.5.90. Rent was reduced by Pastoral Tenants Relief Act 1895 by to p.a. and term extended for 21 years from 1.3.1896. Extended 3 years.

Transfers on Run 115:

J. Harrison to A.R.C. Kilian, 1908,
A. Kilian to R.B. Neill, 1914,

On expiry 28.2.20 Run 115 was subdivided into runs 115A of 30100 acres (A.R. and 115B of 20730 acres (A.R. - run 203 of 1,500 acres being merged in with Run 115B for a term of 21 years from 1.3.20.

Run 115A

Also allotted to Neill until date of ballot - 25.3.20 when it was selected by H.P. Baker for a term of 21 years from 1.3.20. The impts. incl. in the C.V. of the run were 30 miles of bndy. and sub fences and two huts valued at 9. 0. The run was surrendered 23.3.22 and reoffered at ballot 23.8.22 at an A.R. of with weighting. No applications were received and it was again reoffered 14.12.22 at an A.R. of. On the 21st Mar. 23 the run was allotted to Robert Buick for a term of 35 years from 1.3.23 under the original terms as regard to improvements included in C.V. The rent was reduced by to by the D.R. Brd. as from 1.3.23.

Run 115B was surrendered under Section 9 L.L.A.A. 1922 and a new licence issued for 17 years from 1.3.24 at an A.R. of. Term extended 14 years from 1.3.41. Area of the run was reduced to 20633 acres as from 24.9.30; The area taken being set aside as a res. for the pres. of Native Fauna and Flora.

Impts. incl. in C.V. of Run 115B Nil.

Impts in C.V. of PH 449.
30 miles bndy. and sub fences and two huts valued at 9. 0.

RECEIVED

[Handwritten signature]

RUN 630:

Dudley and Leach 1857
 Robert Tooth 1865
 Frederick Tooth 1876
 Alfred Edward Peache 1879
 H.P.Murray Aynsley and F. Archer 1882
 A.E.Peache 1885
 Thos. Harrison)
 Thos. Harrison) } 1887
 James Harrison) Jnr. }

RUN 115. C.L.D. 6 Clent Hills offered 4/6/1889.
 Thos. Jas. Harrison 20 yrs. & 10 months from 1/5/1890
 P.R.70 Jas. Harrison 21 yrs. from 1/3/96
 A.R.G. Kilian - extended for 3 years. 7/5/903.
 T306 R.B.Neill 5/2/14.
 P.R.421 Sec. 115B and 115A

RUN 115A - Offered for lease 22/3/1920 again 23/8/1922
 P.R.449 (30,100 ac) Robt. Buick, 35 yrs. from 1/3/23

RUN 115B

P.R.421 R. B. Neill 21 yrs. from 1/3/1920
 P.R.452 " " 17 yrs. from 1/3/1924
 Surrender 11/2/41
 Extended for 14 yrs. from 1/3/41
 P.R.527 R.B.Neill 14 yrs. from 1/3/41 and 8 months.

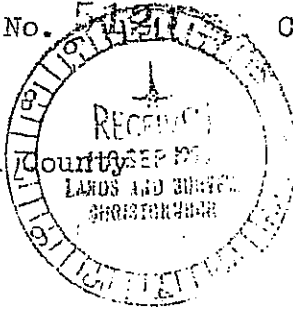
RENEWAL OF PASTORAL RUN LICENCE

185

FILES H.O. 26/15368
D.O. PR. 449, M. 963 CASE No. CANTERBURY LAND DISTRICT.

LICENSEE: Robert BUICK

DESCRIPTION: Run 115A Ashburton



NAME: Clent Hills

AREA: 30,100 acres.

LOCATION: On Lake Heron Road, 24 miles north-west of Mt. Somers.

PARTICULARS OF LICENCE:
Tenure: Pastoral Run Licence
Term: 35 years from 1.3.23
Expires: 28.2 58
Annual rent:

CROWN IMPROVEMENTS: 30 miles of boundary and subdivisional fencing and 2 huts.
Original value 9
The fencing comprises the south-east to south-west fence with Barrosa Station plus the fence in the north-west with Double Hill Station; most of this latter fence has disappeared. The subdivision fences are still in existence. Because of the lack of sufficient evidence of the original condition and value of the Crown improvements the Field Officer considers that it is fair and reasonable to claim the original value only.

GENERAL DESCRIPTION: Aspect generally westerly and south-westerly. Rainfall 20 inches, snow 18 inches. Flat and rolling country rising to the broken and steep mountainous terrain of the Taylor and Mt. Somers Ranges. 200 acres have been cultivated. Severe snow risk. Complete lack of safe winter country for all classes of stock.

12 acres disc'd for grassing; 200 acres old pasture - badly opened up by frost; 8,000 acres flat to rolling country generally poor to fair quality hard tussock dominant; 11,900 acres hard tussock and snow grass with cotton plant; 10,000 acres rock and shingle.

NOXIOUS WEEDS AND PESTS: Practically no noxious weeds. Rabbits negligible. Some deer and chamois.

OTHER LAND:
(1) 798 acres 0 roods 30 perches freehold situated at Lyndhurst - 15 miles away.
(2) M.963 - 135 acres Crown land held on Occupation Licence at a rental of £1 15 . per annum. It is not proposed to incorporate this area in the new Pastoral Lease.

BOUNDARY ADJUSTMENTS: Not required for regrouping and no part required for National Park purposes.

CARRYING CAPACITY: No actual wintering tallies available but composition of flock hardly varies and comprises -

- 1400 ewes
- 1000 hoggets
- 500 dry 2th ewes (run with wethers)
- 2000 wethers
- 1000 sheep

Actual production over past 5 seasons:

| | Shearing Tally | Wool (lbs) | Death Rate | No. Lambs Marked & % | |
|------|----------------|---------------|------------|----------------------|--|
| 1952 | 4700 | 43,800 = 9.3 | | 1200 | Lamb tallies are taken from lamb crutching in June Lambings average 65-75% |
| 1953 | 4600 | 44,172 = 9.6 | | 1050 | |
| 1954 | 4460 | 39,140 = 8.8 | Average | 1100 | |
| 1955 | 4560 | 40,042 = 8.8 | 5-7% | 1000 | |
| 1956 | 4800 | 51,631 = 10.8 | | 900 | |

Estimated Reasonable Stocking:

On which rental is assessed and which will be the stock limitation.

| | | | | |
|-------------------|---|-------------|-----------------|-----------------------|
| 1300 ewes | | | | |
| 850 hoggets | | | | |
| 400 2th ewes | | | | |
| 1950 wethers | | | | |
| <u>4500</u> sheep | = | 3110 | ewe equivalents | |
| Less | | 280 | " " | |
| | | <u>2830</u> | E.E. @ £70 | Allowance for hoggets |
| | | | per 1000 | wintered on farm for |
| | | | | 5 months |

Say £200

FIELD OFFICER'S REPORT:

Clent Hills Station was established by the subdivision in 1920 of the original Barrosa Station. The subdivision was a poor one and left Clent Hills as one of the coldest runs in Canterbury. It could be said that the country is suitable for summer grazing only and it is entirely due to the efforts of the Licensee that it has been possible to winter sheep without very high losses.

This has been achieved largely by working the Run in conjunction with 800 acres of freehold land situated at Lyndhurst. This farm, where the lessee resides, is used to winter all the hoggets and rams, besides growing hay and chaff used during the winter on the Run. In addition a commercial flock and stud is run on the farm. Without such an adjunct enabling hoggets to be well reared, it is doubtful whether Clent Hills would be an economic proposition.

The Run was taken up by Buick in 1923 when in a run-down state and almost completely without improvements. Since then he has erected approximately 15 miles of subdivisional fencing plus a good dwelling and outbuildings and a new modern woolshed combined with dip. Apart from the Run lying naturally cold and exposed, it is situated in a bad snowy belt, and snow often lies deep for lengthy periods. Snow raking both ewes and wethers is necessary practically every winter.

Rabbits have been very bad in the past and evidence of the resulting depleted cover can still be seen. A Rabbit Board now covers the area and the country is practically clean but recovery is very slow.

There are approximately 8000 acres of flat to easy rolling country on the Run and it is possible that an estimated 2000 acres of this offers prospects for improvement by oversowing and topdressing. Ploughing would be out of the question due to the floury nature of soil being subject to severe frost lift and wind.

Any development of this nature would involve costly subdivision and regular topdressing and at this stage it is still doubtful whether the initial establishment of grasses could be obtained.

Some aerial topdressing and seeding has been tried but results to date have been disappointing.

Management of the Run is considered to be exceptionally good as indicated by the figures of production.

VT. VALN.
.1.56:

Improvements
Unimproved

PASTORAL
LANDS
OFFICER'S
REMARKS:

Without down country land, or provision for wintering out of young sheep, Clent Hills is little better than a dry sheep proposition. Mr Buick's management is above average and the stock limitation of 4,500 is safe under the circumstances, but in the event of a transfer the limitation should be reviewed.

Concurs with the Field Officer's recommendation.

RECOMMENDATION: That the Land Settlement Board determine

- (1) Pursuant to Section 125 (3) of the Land Act 1948 that Run 115A ~~and M. 963, total~~ area ~~30,255~~ acres, should be held on Pastoral Lease. 30,100
- (2) Pursuant to Section 131 of the Land Act 1948 that the yearly rent for the new term be based on a carrying capacity of 4500 sheep.
- (3) Pursuant to Section 66 (2) of the Land Act 1948 that the maximum carrying capacity of the Run be fixed at 4500 sheep plus 10%. The number of stock to be carried not to be increased above such figure without the prior written consent of the Commissioner of Crown Lands.
- (4) Pursuant to Section 131 of the Land Act 1948 that the value of the Crown improvements be fixed at _____ and that the lessee be invited to purchase these for cash or by a deposit of not less than _____ and the balance by instalments over 30 years. Failing his buying the Crown improvements the rent recommended in (2) to be increased by 2 6, that is 5½% of _____

CONCLUSION: The Land Settlement Board on 5.9.56 resolved:

That the recommendation be approved.

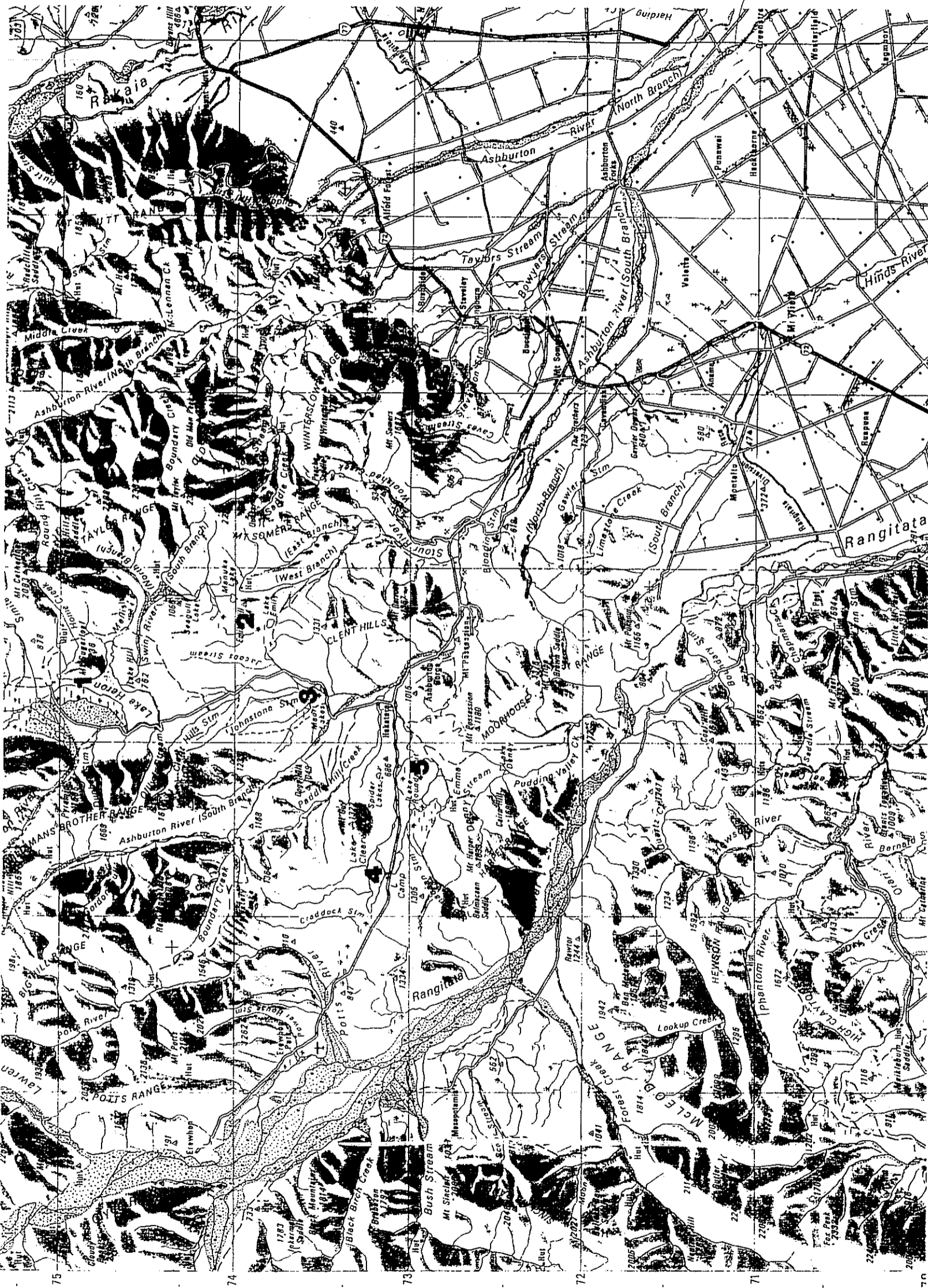
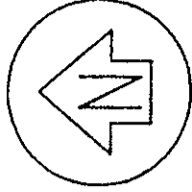


*5000
 4500

 4950

Commissioner of Crown Lands
Christchurch

Other information



Scale of Original 1:250000



Canterbury Land District

Territorial Authority: Ashburton District

Terralink NZ Ltd

Survey Services

Christchurch



Ō Tū Wharekai (Ashburton Lakes)

Areas referred to in the Deed of Settlement for the
Ngāi Tahu Claim

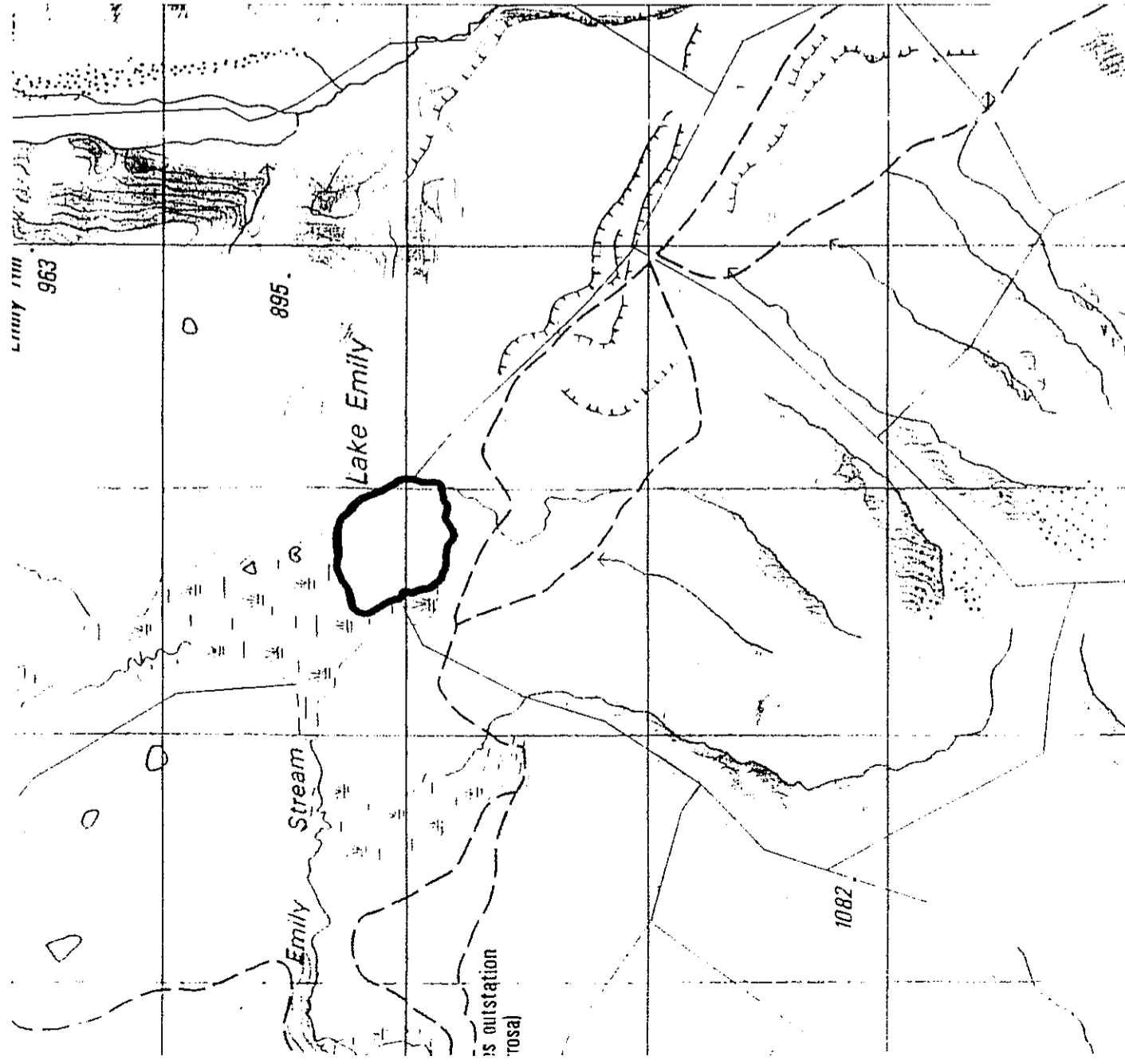
Approved as to boundaries:

[Signature] 21/11/97
for the Rūnanga o Ngāi Tahu

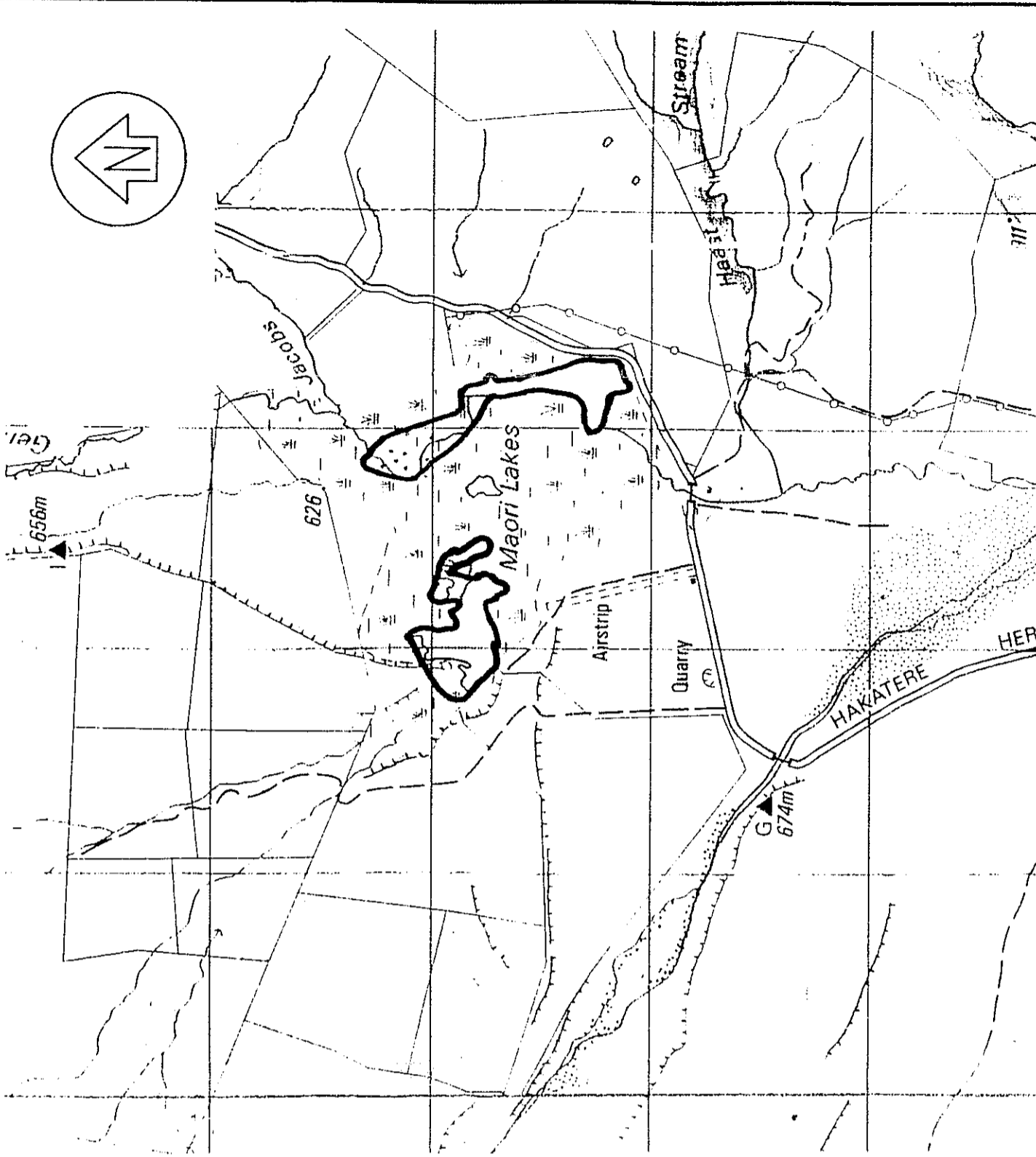
[Signature] 21/11/97
on behalf of the Crown

MD 53

SO 19841



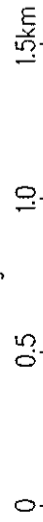
Lake Emily MD 53/2



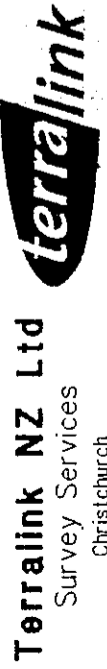
Maori Lakes MD53/3

— land currently owned and administered by the Crown

Scale of Original 1:25000



Canterbury Land District
Territorial Authority: Ashburton District



Ō Tū Wharekai (Ashburton Lakes)

Areas referred to in the Deed of Settlement for the
Ngāi Tahu Claim

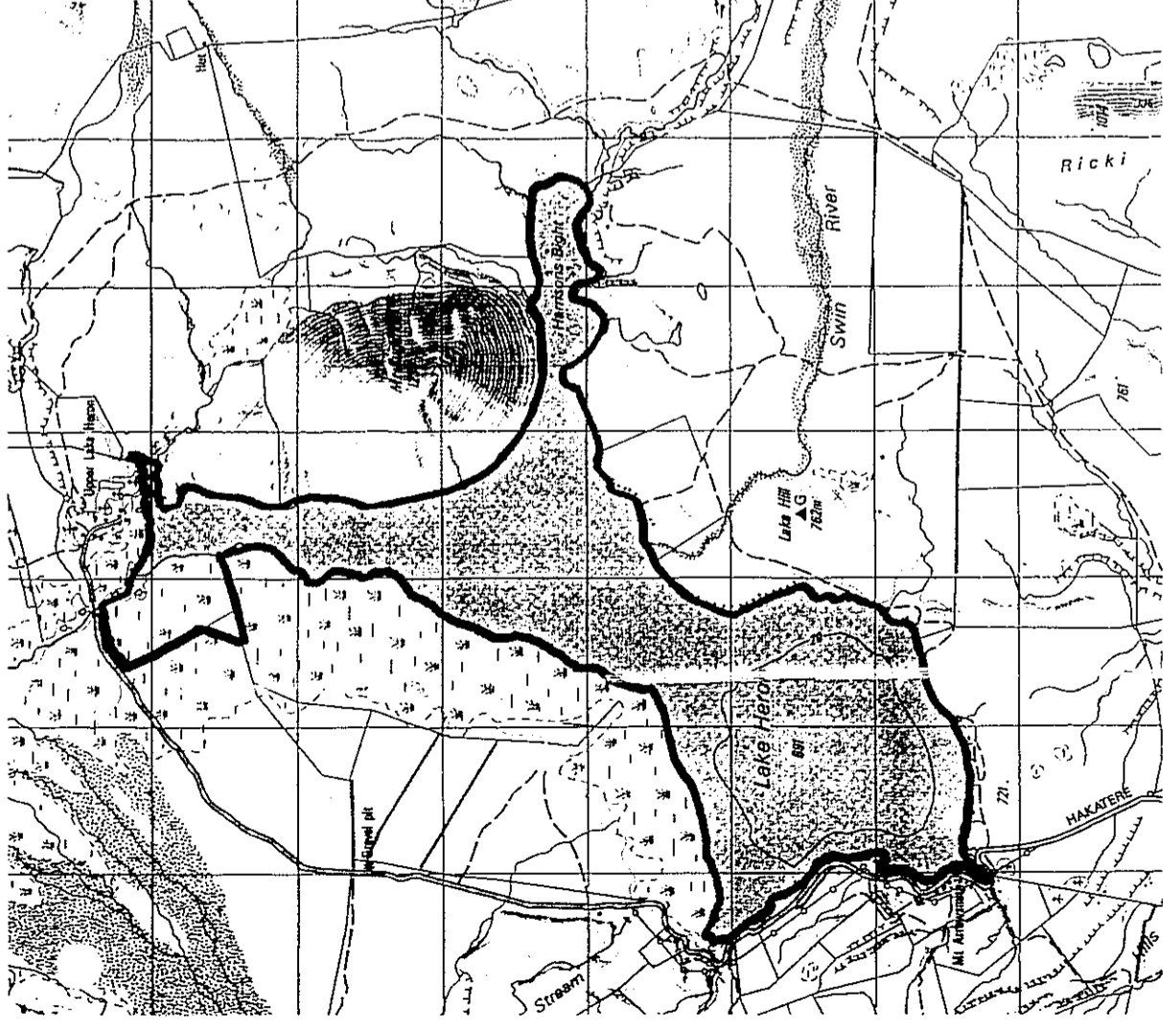
Approved as to boundaries:

[Signature]
for the Rūnanga o Ngāi Tahu

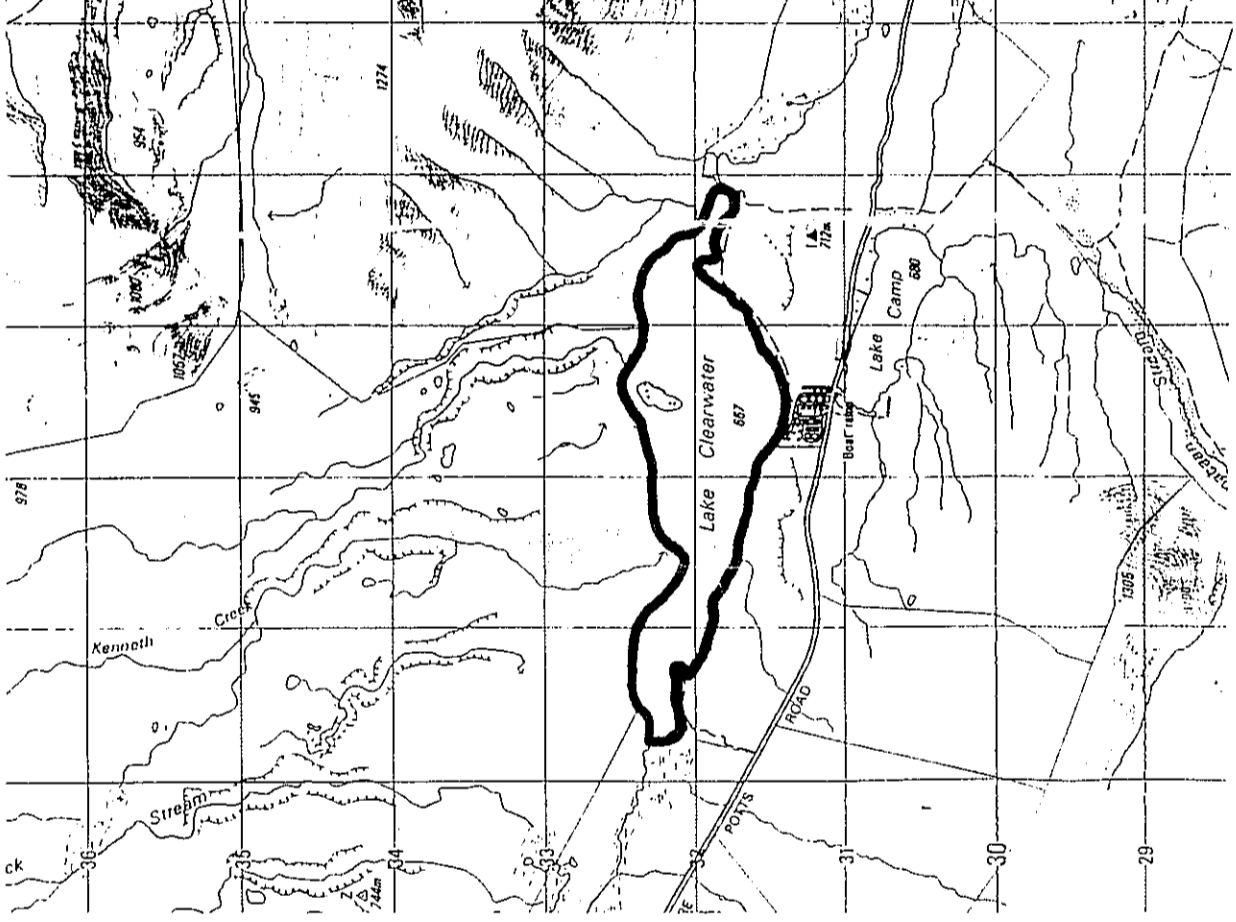
[Signature]
on behalf of the Crown

MD 53/2, MD 53/3

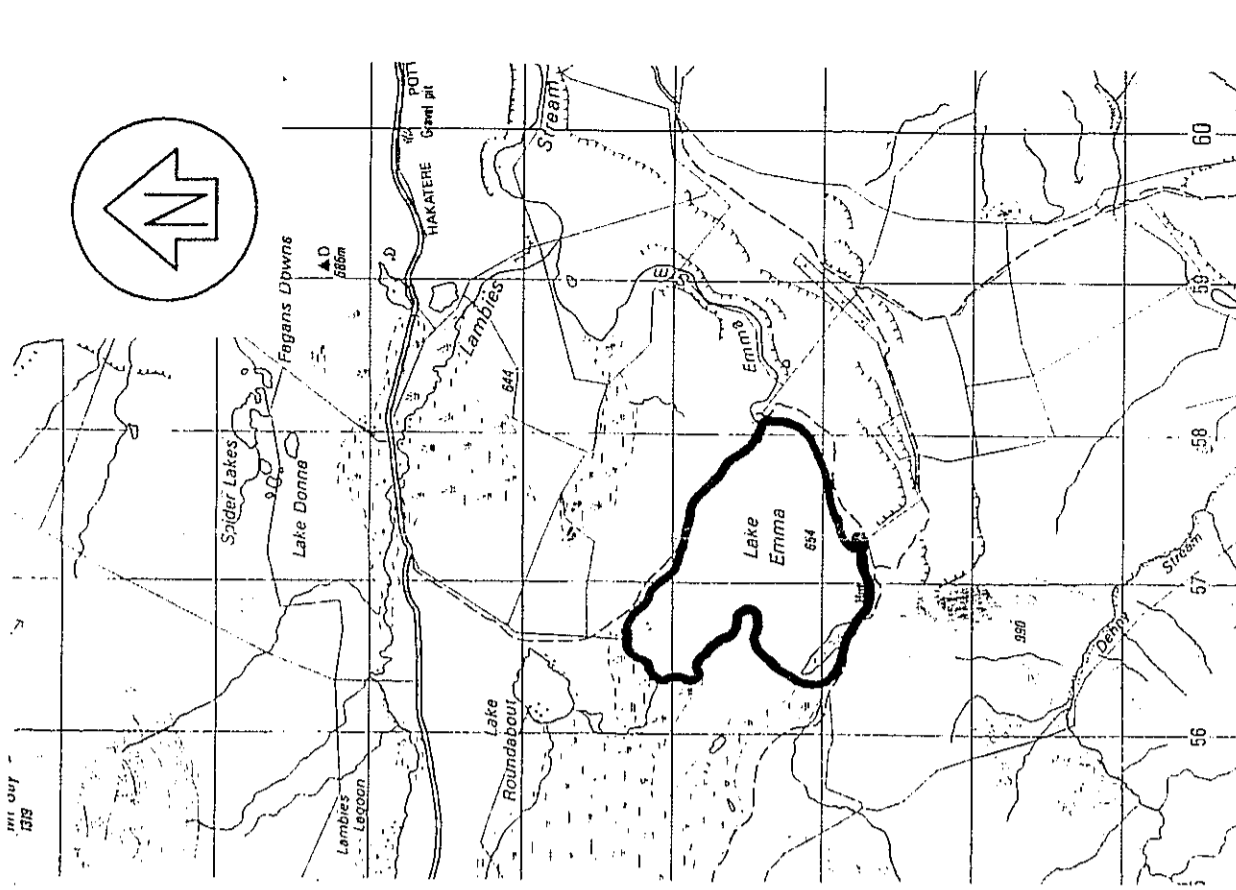
SO 19841



Lake Heron MD 53/1



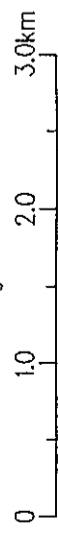
Lake Clearwater MD 53/4



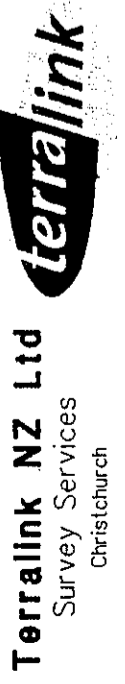
Lake Emma MD 53/5

— land currently owned and administered by the Crown

Scale of Original 1:50000



Canterbury Land District
Territorial Authority: Ashburton District



Ō Tū Wharekai (Ashburton Lakes)

Areas referred to in the Deed of Settlement for the
Ngāi Tahu Claim

Approved as to boundaries:

for the Rūnanga o Ngāi Tahu
on behalf of the Crown

MD 53/1, MD 53/4, MD 53/5

SO 19841

RECREATION PERMIT
UNDER THE LAND ACT 1948

PARTIES: THE COMMISSIONER OF CROWN LANDS pursuant to the Land Act 1948
("the Grantor")

AND MOUNT HUTT HELICOPTERS LIMITED ("the Grantee")

BACKGROUND:

- A. The Grantee wishes to undertake the activities described in the First Schedule over the land described in the Second Schedule ("the Operational Area")
- B. The Grantor has agreed to grant a non-exclusive recreation permit pursuant to Section 66A of the Land Act 1948 to the Grantee on the terms and conditions set out herein.

THE PARTIES AGREE as follows:

1. AUTHORISATION

- 1.1. The Grantor hereby authorises the Grantee to use the Operational Area for the purposes and activities set out in the First Schedule hereto.
- 1.2. This permit is intended to take effect as a recreation permit under Section 66A of the Land Act 1948 and any enactments passed in substitution thereof and the provisions of the said Act and of the regulations made thereunder shall be binding in all respects in the same manner as if such provisions had been fully set out herein.
- 1.3. This permit does not create any registerable interest in the Operational Area or any other part of the Grantor's land.
- 1.4. This permit is personal to the Grantee and shall not be capable of assignment, charge, transfer or other disposition or dealing including the transfer of shares should the Grantee be an incorporated company, in whole or in part or any purpose whatsoever.

2. TERM

- 2.1. The term of this permit shall be for a period of two years commencing on the 1st day of July 2001, subject always to the provisions of clause 7 hereof.



3. FEES

- 3.1. The Grantee will pay to the Grantor at the offices of the Commissioner of Crown Lands at Wellington or such other place as the Grantor shall nominate from time to time the fees set out hereunder:
- 3.1.1. A fee of 5% plus GST of gross revenue payable on demand in each and every year calculated as follows:
- 3.1.2.1. "Gross revenue" for the purpose of determining the additional fee shall be the total income (less GST) for the activities within the Operational Area. It will include the cost of helicopter or other transport, fees for guiding and any other supplies made within the Operational Area.
- 3.1.2.2. The Grantee shall supply to the Grantor an annual return by 30 November in each and every year which will clearly show all gross income received for the activities authorised by this permit, for the purposes of the calculation of the additional fee as set out herein. The annual return is to be accompanied by a statutory declaration signed by two directors of the Grantee as to the correctness of the annual return.
- 3.1.2. If payment is not made within seven (7) days of due date, then the Grantee shall pay in addition penalty interest of 12.5% per annum on the amount outstanding calculated from due date until the date of actual payment.

4. GRANTEE'S OBLIGATIONS

- 4.1. The Grantee shall:
- 4.1.1. Not remove any vegetation, disturb any soil or light any fire on the Operational Area.
- 4.1.2. Not at any time cause any building, erection, structure or fence or alteration or addition thereto to be placed or carried out upon the Operational Area.
- 4.1.3. Not do or cause to be done anything for which consent would be required in terms of the Land Act 1948 or the Crown Pastoral Land Act 1998 without that consent first being obtained.
- 4.1.4. Comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Permit.
- 4.1.5. Remove and take away or cause to be removed and taken away all refuse.



- 4.1.6. Comply with the provisions of the Health and Safety in Employment Act 1992.
- 4.1.7. Ensure that the activities authorised by this permit are confined exclusively to the Operational Area and use the Operational Area solely for the activities authorised by this permit.
- 4.1.8. Take all reasonable precautions to guard against danger on the Grantor's land.
- 4.1.9. Not interfere or obstruct the Grantor or his/her agent's employees or contractors or authorised invitees.

5. COSTS

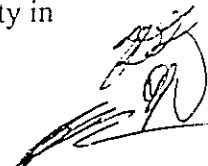
- 5.1. The Grantee shall be responsible for all costs associated with the preparation of this permit and for any costs legal or otherwise arising as a result of a breach by the Grantee of any of the conditions of this permit or default by the Grantee hereunder.

6. INDEMNITY

- 6.1. The Grantee hereby indemnifies the Grantor against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor in connection with this permit or as a direct result of the exercise by the Grantee of its rights under this permit, or any breach by the Grantee of its obligations, undertakings or warranties contained or implied by this permit.
- 6.2. The Grantor shall not be liable to the Grantee in contract tort or otherwise in relation to any aspect of this permit (extending to consequential loss, anything arising directly or indirectly from the permit or any activity on the Grantor's land).

7. TERMINATION

- 7.1. Notwithstanding anything contained herein the Grantor shall be entitled to revoke this permit:
 - 7.1.1. at any time and upon the giving of one month's notice in writing of such revocation to the Grantee; or
 - 7.1.2. by written notice to the Grantee of immediate revocation of the permit if the Grantee is in breach of any condition of this Permit PROVIDED THAT such revocation shall not release the Grantee from liability in respect of any breach of any of the conditions of this permit.



8. DISPUTES

8.1 If any dispute arises between the Grantor and Grantee under this permit the parties shall enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations or within such time as both parties agree, the Grantor shall make a determination and the overriding provisions of section 17 Land Act 1948 shall apply.

9. NOTICES

9.1. The address for service for the Grantor shall be as follows or as notified in writing by the Grantor to the Grantee from time to time:

Commissioner of Crown Lands
C/- Knight Frank (NZ) Limited
76 Cashel Street
PO Box 142
CHRISTCHURCH

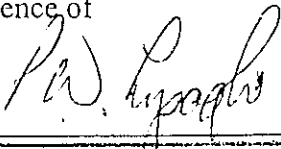
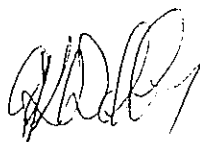
Telephone: (03)3799787
Facsimile: (03)3798440

9.2. The address of the Grantee shall be as follows or as notified in writing by the Grantee to the Grantor from time to time:

Mount Hutt Helicopters Limited
Crichton Horne & Associates
Old Library Chambers
109 Cambridge Terrace
CHRISTCHURCH

Telephone:
Facsimile:

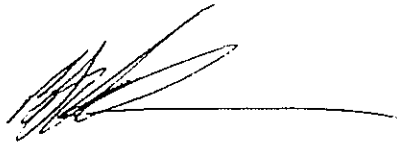
SIGNED for an on behalf of)
HER MAJESTY THE QUEEN)
by GRANT KASPER WEBLEY)
pursuant to a delegation from the)
COMMISSIONER OF CROWN LANDS)
in the presence of)



Witness Name ROBERT WILLIAM LYSAGHT
PORTFOLIO MANAGER
Occupation CROWN PROPERTY MANAGEMENT
C/- LINZ, CHRISTCHURCH

Address

SIGNED for and on behalf of MOUNT)
HUTT HELICOPTERS LIMITED by)



Blair James Chapman

EDWARD DAVID LANGSTON



FIRST SCHEDULE

The Grantee shall operate heliski activities (for both skiers and snow boarders) within the areas described in the Second Schedule hereto.

SECOND SCHEDULE

The Operational Area for the permitted activities is depicted in the shaded areas of Plan 1 attached hereto, and more particularly described as follows;

Section 1 SO 11426

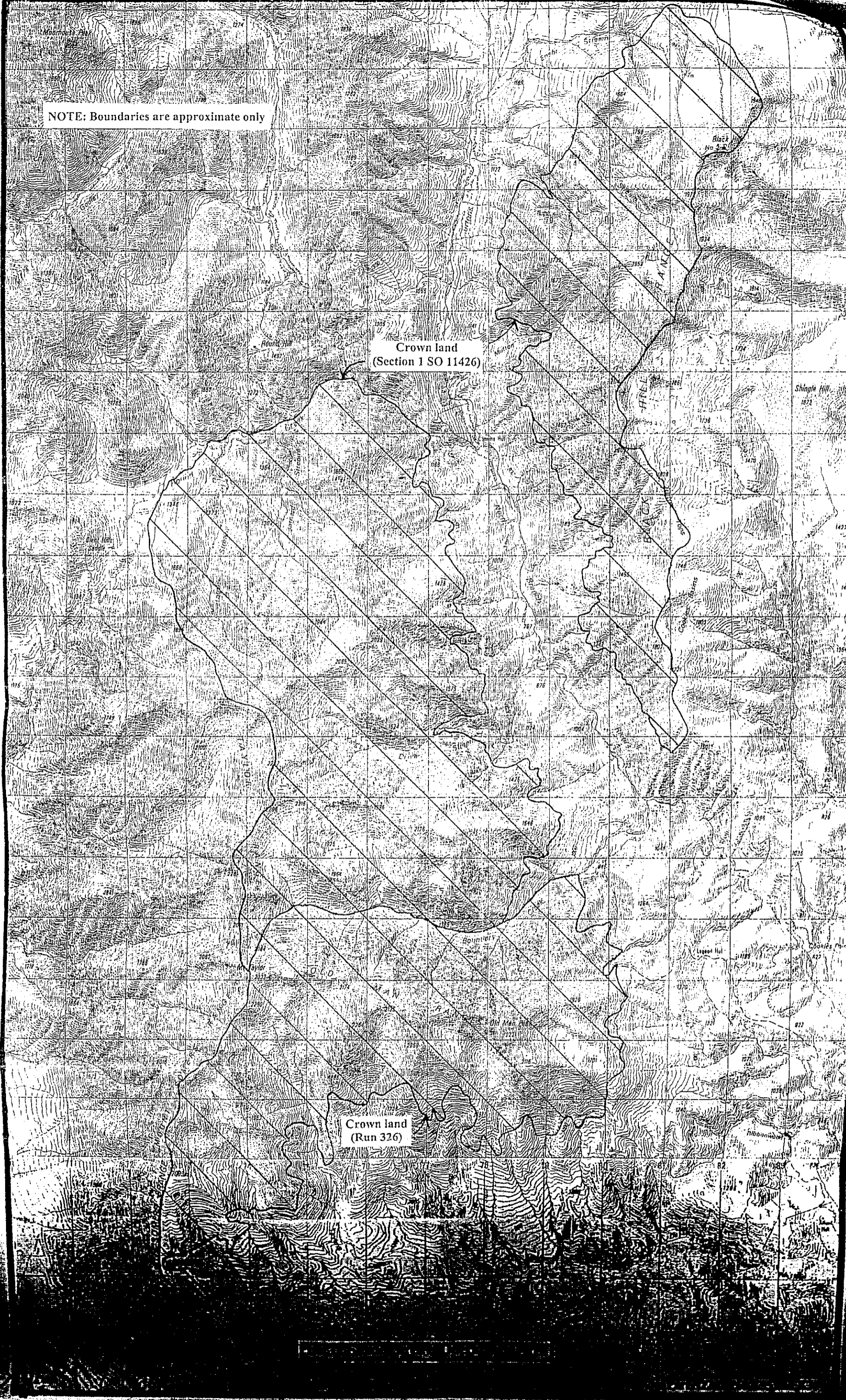
Run 326



NOTE: Boundaries are approximate only

Crown land
(Section 1 SO 11426)

Crown land
(Run 326)



Project Number : 6NL.12769.TR

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No : 50269 (as yet undated) and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

| | | | | |
|---|---|----|---|-----------------|
| LAND STATUS REPORT for Clent Hills Tenure Review | | | | LIPS Ref: 12769 |
| Property | 1 | of | 1 | |

| | |
|------------------------------------|--|
| Land District | Canterbury |
| Legal Description | Run 115A situated in Blocks I and II Alford, VIII XI XII XV and XVI Heron and V VI IX X XIII and XIV Somers Survey Districts. |
| Area | 12181.0378 hectares. |
| Status | Crown land subject to the Land Act 1948. |
| Instrument of title / lease | Pastoral Lease CL CB529/89 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal A125954.1. |
| Encumbrances | Subject to Part IVA of the Conservation Act 1987. |
| Statute | Land Act 1948 and Crown Pastoral Land Act 1998. |

| | |
|---------------------------------|-----------------|
| Data Correct as at | 8 October 2001. |
| [Certification Attached] | Yes |

| | |
|----------------------------------|---|
| Prepared by | Don McGregor |
| Crown Accredited Supplier | McGregor Property Services Limited, Christchurch for and on behalf of Opus International Consultants Limited. |

Certification:

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

R. Moulton
.....
R Moulton, Chief Surveyor, (Canterbury)
Land Information New Zealand, Christchurch

Date: 17/10/2001

**Appendix B – Land Status Report
(Certified Correct by Chief Surveyor)**



Clent Hills Tenure Review

PASTORAL LEASE STATUS CHECK
CONTRACT: 50269

*an accomplished work,
a creation, an achievement*

CERTIFICATION

Report to the Chief Surveyor, Christchurch, for certification of a Status Investigation for the CLENT HILLS Pastoral Lease Tenure Review.

1. I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Opus International Consultants Limited, certify that the status report enclosed for certification is in order for signature.
2. In giving this certification I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Opus International Consultants Limited, undertake 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
McGregor Property Services Limited
Accredited Supplier
5 October 2001



**COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952**



Historical Search Copy

R. W. Muir
Registrar-General
of Land

Identifier CB529/89
Land Registration District Canterbury
Date Registered 09 May 1958 01:59 pm

| | | |
|-------------|----------------------------------|--|
| Type | Lease under s83 Land Act 1948 | |
| Area | 12181.0378 hectares more or less | Term 33 years commencing on the first day of July 1958 and extended for 33 years commencing on 1.7.1991 |

Legal Description Run 115A

Original Proprietors
Clent Hills Station Limited

Interests

405160.1 Certificate of Alteration varying the terms of the within lease - 12.10.1982 at 10.48 am
A125954.1 Variation of the within Lease and extension for a further term - 28.7.1994 at 11.57 am

Not Registered under Land Transfer Act.—Registered under Section 83, Land Act, 1948

(L. and S. B. 4)

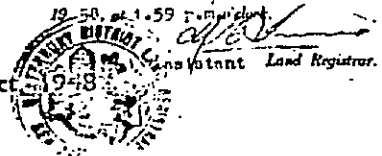
Issued as a Renewal of (or in Exchange for) Lease registered in Vol. fol.

NEW ZEALAND

Entered in the Register-book, Vol. 529 fol. 89

CANTERBURY LAND DISTRICT

the Ninth day of May

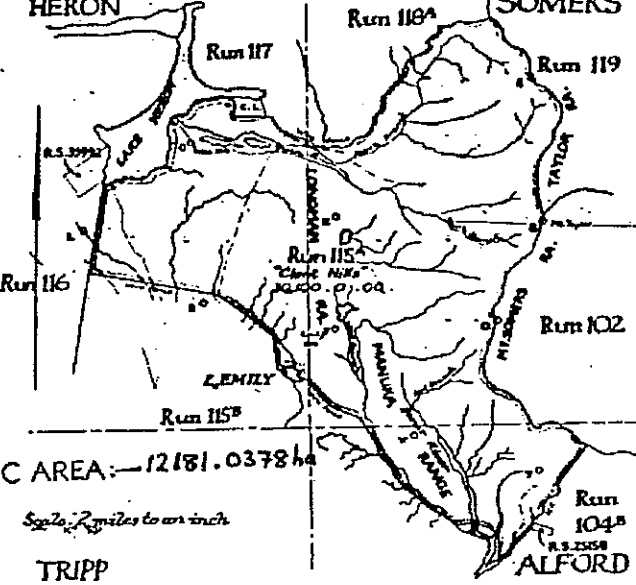


Pastoral Lease of Pastoral Land under the Land Act

No. P.76

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 ROBERT EUICK of Ashburton

one thousand nine hundred and fifty-eight of Ashburton (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All that piece or parcels of land containing by admeasurement thirty thousand one hundred (30,100) acres



situated in the Land District of Canterbury Run 115A "Glen Hills", situated in Heron, Somers and Alford Survey Districts, Ashburton County.

(hereinafter referred to as "the said Land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and fifty-eight together with the period between the date of this lease and the aforesaid first day of July.

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 Two hundred pounds (£200. 0. 0) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) (the receipt of which sum is hereby acknowledged) and thereafter by () half-yearly instalments of () pounds () shillings and () pence () on the 1st day of January and () on the 1st day of July in each year in the same manner as aforesaid.

METRIC AREA: 12181.0378 ha

Scale: 2 miles to an inch

TRIPP

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 Canterbury (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1928.
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 forenoon of the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land near 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, 1928, burn any (weeds, brush, fern, or grass on the said land, nor permit any stock, aerial, 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.

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 situated within 50 yards of a yard, 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 mineral for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration by effusion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee, the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner 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 previous ancillary or in relation thereto.

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Registers / Certificate
529/89

- (4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:
 - (a) Cultivate any portion of the said land for the purpose of growing winter food for the stock depastured thereon;
 - (b) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (c) Plough and sow in grass any portion of the said land;
 - (d) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (e) Surface sow in grass any portion of the said land;
 Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.
- (6) 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 sheep to be depastured on the said land during any winter months shall not, without the prior consent of the Commissioner, exceed the carrying capacity of a count of sheep determined by a count of sheep taken in accordance with the provisions of the Land Act, 1948.
- (7) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he fails to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, or if he fails to pay any rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 116 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
- (8) THAT these provisions 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

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

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

Witness: Whitely
Occupation: Lands Office Clerk
Address: Christchurch

R. Hampton
Assistant Commissioner of Crown Lands

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

Witness: S. Parkes
Occupation: Postmaster
Address: Mt Somers

Robert Busch

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THAT the Lessee shall exercise due care in stocking the said land and shall not overstock and, for the purpose of this clause, the Lessee shall be deemed not to have failed to use due care in stocking or to have overstocked so long as the number of sheep depastured on the said land does not exceed 4950 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafore 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 to do so. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and in particular in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

Mortgage No. 433 Robert Binkley The National Bank of New Zealand Limited Deposited 11/11/1928

Transmission 532651 to Alexander Nicholas Binkley of Annie Garner as Executor entered 21/8/1960 at 2.40 p.m.

Transfer 532652 Alexander Nicholas Binkley to Maxwell Robert James Binkley of 23/8/1960 at 2.41 p.m.

| LAND & DEEDS | |
|--------------|--------------|
| Book | Christchurch |
| Page | 111 |
| Date | 5 MAY 1958 |
| Event | 1-547 |
| Form | 1-5 |
| Abstract No. | 2636 |

Mortgage 532653 Robert Binkley Nicholas Binkley 21/8/1960 at 2.42 p.m.

Transfer 804131 A 7 Mortgage 532653 to Elizabeth Mary Tobson

Shirley Elizabeth, Quantock and Nancy Alison Callaghan as tenants in common in equal shares 30.9.1970 at 2.44 p.m.

Mortgage 852436 to The General Corporation - 16/12/1972 DISCHARGED

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF THE TRANSFER ACT 1952. Simson A.L.R.

Variation of Mortgage 532653 - 25/1/1973 at 12:5 p.m.

Discharged as to the share of Nancy Alison Callaghan in Mortgage 532653 - 27.4.1977 at 12.05 pm.

Variation of Mortgage 852436 - 25.6.1981 at 9.58 am.

No. 405160/1 Certificate of Alteration varying the terms of the within lease - 12.10.1982 at 10.48 a.m.

Transfer 408460/3 to Clent Hills Station Limited at Timaru - 4.11.1982 at 10.35 am.

for A.L.R.

Mortgage 408460/4 to Maxwell Robert James Buick - 4.11.1982 at 10.35 am.

for A.L.R.

Mortgage 412340/1 to The Bank of New South Wales - 19.8.1992 at 9.17 am.

for A.L.R.

Transfer 462427/1 of Mortgage 408460/4 to Maxwell Robert James Buick and Adrienne Nora Buick in shares - 15.11.1983 at 11.19 a.m.

for A.L.R.

Variation of Mortgage 408460/4 - 12.9.1984 at 10.35 a.m.

for A.L.R.

Mortgage A10234/2 to Contract Securities Limited - 19.8.1992 at 9.17 am.

for A.L.R.

Mortgage A10234/3 to South Canterbury Finance Limited - 19.8.1992 at 9.17 am.

for A.L.R.

No. 125954/1 Variation of the within Lease and extension of the term for 33 years commencing on 1.7.1991 - 28.7.1994 at 11.57 am

for A.L.R.

Mortgage A129400/2 to Bradley West Solicitors Nominee Company Limited - 17.8.1994 at 11.15 am.

for A.L.R.

No. A129400/3 Memorandum of Priority making Mortgages A129400/2 and A10234/3 first and second mortgages respectively - 17.8.1994 at 11.15 am

for A.L.R.

Variation of Mortgage A129400/2 3.9.1997 at 9.15

for DLR

DISCHARGED
13/11/88
75587611

DISCHARGED
19/8/92

DISCHARGED
19/8/92

DISCHARGED
17/8/94

Handwritten signature

MEMORANDUM OF RENEWAL

Correct for the purposes of the Land Transfer Act:

HER MAJESTY THE QUEEN

Lessor


Solicitor for Lessor

CLENT HILLS STATION LIMITED

Lessee

Particulars entered in the Register on

Date and at the time recorded below

Weld

District Assistant Land Registrar

Landcorp Property Ltd
CHRISTCHURCH

*No variation of the written term
AND extension of the term for
33 years commencing 1.7.1991.
ALS*

REGISTER
11.57 28.JUL94 A 125954
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST. LAND REGISTRAR



A 125954-1 VL

IN THE MATTER of the Land Transfer Act 1952 and the Land Act 1948
AND
IN THE MATTER of Pastoral Lease No P76, registered in Volume 529, Folio 89 Canterbury Land Registry, from HER MAJESTY THE QUEEN to CLENT HILLS STATION LIMITED at Timaru

Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 529, Folio 89, Canterbury Land Registry, is renewed for a term of 33 years commencing on the 1st day of July 1991. The Covenant to pay rent and the Rental Value contained in the lease is hereby varied by deleting the said covenant and substituting the following:

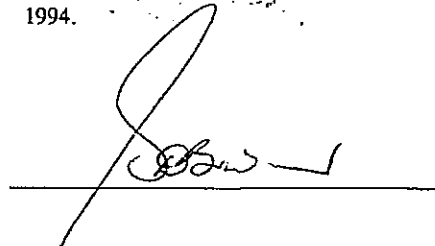
Yielding and paying therefore for the first 11 years of the said term unto The Commissioner of Crown Lands or agent the annual rent of [redacted] (exclusive of GST) calculated on a Rental value of [redacted] (exclusive of GST) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said period of 11 years, and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 132A of the Land Act 1948.

Upon renewal the lease is subject to Part IV A of Conservation Act 1987 as shown on Survey Office Plan 19025.

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

IN WITNESS WHEREOF the parties have hereunto subscribed their name this
6th day of July 1994.

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN by AGENC.)
THE COMMISSIONER OF CROWN LANDS)
in the presence of:)



WITNESS: McParker
Memorandum Information Officer
OCCUPATION: Department of Survey and Land Information
ADDRESS: Wellington

THE COMMON SEAL OF CLENT HILLS)
STATION LIMITED as Lessee was)
hereunto affixed in the presence of:)

[Signature]
[Signature]

