

Crown Pastoral Land Tenure Review

Lease name : ESKHEAD

Lease number : PC 064

Due Diligence Report (including Status Report) - Part 5

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 09

Approved by the Registrar General of Land No. 818810

Application To Register Electricity Agreement

IN THE MATTER of Section 50 of the Electricity Act, 1968

(1) Here insert district

TO: The District Land Registrar of the District of (1) Canterbury

(2) Here insert full name, occupation and address of authorised officer

I, (2) DOUGLAS WILSON HARRIS of Rangiora, General Manager

(3) Here insert full name of the Power Board

being the authorised officer (within the meaning ascribed to that term by Section 2 of the Electricity Act 1968) of the (3) NORTH CANTERBURY ELECTRIC POWER BOARD

(hereinafter referred to as "the Board") a duly licensed electrical supply authority under Part III of the said Act HEREBY APPLY on behalf of the Board for registration against the title to the land/interest in land set forth in the First Schedule hereto of the electricity agreement a true copy of which is set forth in the Second Schedule hereto AND I CERTIFY that such copy of the electricity agreement set forth in the Second Schedule hereto is a true and correct copy thereof and that such electricity agreement is one which may be registered against the title to the said land/interest in land under Section 50 of the said Act.

DATED the 20th day of January 1981

SIGNED by the said DOUGLAS

WILSON HARRIS

as authorised officer in the presence of

M. Jennings Solicitor Rangiora

FIRST SCHEDULE

(4) Here insert full description of land/interest in land

(4) Fee Simple

Title	Area	Description
136/170	16.1874 ha	R.S.s 15602 and 15603 Noble S.D.
142/22	16.1874 ha	R.S.s 34647 and 34648 Block VI Noble S.D.
408/246	16.9967 ha	R.S.s 2448 and 3216 Blocks VIII Noble S.D.

Leasehold

Pastoral Lease P 64 Title 529/43	14201.6332 ha	Run 141 "Esk Head" situated in Katrine Noble Esk and Okuku S.D.s
--	---------------	--

AN AGREEMENT made this 16th day of December

One thousand

nine hundred and eighty (19) 80

BETWEEN NORTH CANTERBURY ELECTRIC POWER BOARD

an Electrical Supply Authority duly licensed under the Electricity Act 1961 and having its principal office at Rangiora (hereinafter together with its successors and assigns referred to as "the Board") of the one part

AND GUY PAUL DAMPIER-CROSSLEY of Hatherham, Sheepfarmer and CATHERINE MARY CAMERON of Perth, Western Australia, Married Woman

(hereinafter referred to as "the Consumer") of the other part

WHEREAS

A. THE Consumer is the registered proprietor of an estate in fee simple in the land described in the Schedule hereto (hereinafter referred to as "the said land") in leasehold

B. THE Board is the Electrical Supply Authority licensed to supply electricity to the public in the area in which the said land is situated.

C. THE Board has agreed to make an extension to its present works (hereinafter referred to as "the said extension") to supply electricity as an uneconomic supply in terms of Regulation 21 of the Electrical Supply Regulations 1962 to the Consumer for use in buildings and installations erected on the said land (hereinafter referred to as "the said buildings and installations") upon condition that the Consumer undertakes irrespective of the quantity of electricity supplied to make minimum payments to the Board in accordance with the provisions hereinafter appearing.

NOW THEREFORE IT IS AGREED AND DECLARED by and between the parties as follows:-

1. IN this agreement-

- (a) the word "Consumer" shall mean and include the person or persons or body or bodies corporate abovesaid together with in the case of a person or persons his her or their respective executors administrators and assigns and in the case of a body or bodies corporate its respective successors and assigns and shall also mean and include the registered proprietor or proprietors for the time being of the said land or any part thereof. Where there are two or more persons and/or bodies corporate abovesaid as "Consumer" each shall be jointly and severally liable hereunder;
- (b) "the Regulations" means the Electrical Supply Regulations, 1962;
- (c) the words "extension," "works," "uneconomic supply," "annual sum guaranteed," "consumer," and "area of supply" shall have the same meanings as those respectively ascribed to such words by the Regulations.

2. THE BOARD shall make available by means of the said extension a supply of electricity to the Consumer for use in the said buildings and installations on the 1st day of December 19 80 or at the option of the Board on such earlier date as it may appear AND the Consumer acknowledges that such supply will be an uneconomic supply.

3. IN consideration of the Board making such uneconomic supply of electricity available to the Consumer as abovesaid the Consumer hereby undertakes to pay to the Board annually for a period of twenty (20) years computed from the day the Board notifies the Consumer in writing that a supply of electricity is available from the said extension the sum of \$ 2,000.00 (hereinafter referred to as "the Consumer's annual payment") the first of the Consumer's annual payments to be made within one month from the expiration of the first year of the term of this agreement and succeeding annual payments to be made within one month of the expiry of each expiration date PROVIDED HOWEVER that the Board shall credit to the Consumer in reduction of the Consumer's annual payment for any particular year all money paid by the Consumer to the Board for electricity used from the said extension for the said buildings and installations in that year charged according to the tariff in force at the time in the locality of the said land for the same type of service.

5. THE Board may at its discretion supply electricity to other persons and/or premises, or persons within the area of supply either from the said extension or by means of an extension of the said extension and in such case the provisions of Regulation 21 (2) (f) or Regulation 21 (2) (g) or Regulation 21 (2) (h) of the Regulations as the case may be shall apply and if appropriate the liability of the Consumer hereunder shall be adjusted accordingly.

6. THE liability of the consumer hereunder and the liability of the other consumers shall be subject to review under Regulation 21 (2) (h) of the Regulations.

7. IF the liability of the Consumer hereunder shall be varied or altered in accordance with the provisions herein contained or implied then and as often as this shall happen the Board may require the Consumer to enter into and execute an agreement varying this agreement and such agreement so varying this agreement shall be an "Electricity Agreement" within the meaning of the Electricity Act, 1962.

8. THE Consumer acknowledges that before this agreement was executed the Board notified him of the terms and conditions of Regulation 21 of the Regulations.

9. THIS agreement is an "Electricity Agreement" within the meaning of the Electricity Act 1962 and is intended to be registered against the title/s to the said land.

10. THE costs and disbursements of the Board's Solicitors of and incidental to searching the title/s to the said land and preparing obtaining execution of and registering this agreement or any agreement varying this agreement and obtaining any consents required by the Board thereon shall be borne by the Consumer and shall be paid to the Board upon demand and such payment are hereby declared to be monies due on account of electricity supplied.

IN WITNESS WHEREOF this agreement has been executed by or on behalf of the parties hereto the day and year first hereinbefore written.

SCHEDULE

(1) Here insert full description of land interest to land

Fee Simple	Title	Area	Description
	136/170	16.1874 ha	R.S.s 15602 and 15603 Noble S.D.
	142/22	16.1874 ha	R.S.s 34647 and 34648 Block VI Noble S.D.
	408/246	16.9967 ha	R.S.s 2448 and 3216 Blocks VIII Noble S.D.

Leasehold

Pastoral Lease	Title	Area	Description
	P 54	14201.6332 ha	Run 141 "Eak Head" situated in Katrine Noble Eak and Okuku S.D.s

Signed by the said DOUGLAS WILSON
HARRIS on behalf and with the
 authority of the NORTH
CANTERBURY ELECTRIC POWER BOARD

D.W. Harris
 General Manager

in the presence of
R.B. Venning
 Solicitor
 Rangiora

SIGNED by the said
GUY PALIN DAMPIER-CROSSLEY
 as Consumer was hereunto affixed in the presence of

Guy P. Dampier-Crossley

J.E. England
 Solicitor
 Christchurch

Signed by the said CATHERINE MARY CAMERON by her attorney ERNEST EVEREST ENGLAND

Catherine Mary Cameron by her attorney E.E. England

as Consumer in the presence of
J.E. England
 Solicitor
 Christchurch

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, ERNEST EVEREST ENGLAND of Christchurch in New Zealand, Solicitor hereby certify:
 1. That by deed dated the 27th day of April 1966 CATHERINE MARY CAMERON wife of Robert Knate Cameron of Western Australia, Finance Manager appointed me her attorney on the terms and subject to the conditions set out in the said deed, which was deposited in the Land Registry Office at Christchurch as Number 305213/1.
 2. That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said CATHERINE MARY CAMERON or otherwise.

Signed at Christchurch this 16th day of December 1980
E.E. England

M. Curran
Solicitor for the Power Board.

over freehold andland
leasehold

situated in-

G. P. DAMPIER-CROSSLEY & ANOR Consumer.

NORTH CANTERBURY ELECTRIC Power Board.

Particulars entered in the Register Book,

Vol. Folio

the day of 19
at o'clock.

District
Assistant Land Registrar

of the District of

STONE-KURTA & CO., VENNING, BROWN & CO.,
Solicitors,
Wellington: Christchurch.



309504
C.F. 142/22/408/2/8
136/170/529/25
CHRISTCHURCH N.Z.

CERTIFICATE OF ALTERATION

HER MAJESTY THE QUEEN	{	Lessor. Licensor.
<u>TAVISTOCK FARM LIMITED</u>	{	Lessee. Licensee.

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

District Assistant Land Registrar of the District of



[Handwritten Signature]

Nov 28 10 21 AM '83

District Land Registry
Christchurch No. 2

529/83

464403/1

CERTIFICATE OF ALTERATION UNDER SECTION 113, LAND ACT 1948

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

and
No. P64

IN THE MATTER of lease/licence from HER MAJESTY THE QUEEN to TAVISTOCK FARM LIMITED a duly incorporated company having its registered office at Christchurch the lessee of Run 141 'Esk Head' situated in Katrine, Noble, Esk and Okuku Survey Districts.
Area: 14 201.6332 hectares.

registered in
Vol 529 , folio 43 Canterbury Land Registry.

This is to certify that the area in the above-described lease has been increased to 15 859.6303 hectares following redefinition by topographical mapping.

SCHEDULE

(Land now in Lease)

Run 141 'Esk Head' situated in Katrine, Noble, Esk and Okuku Survey Districts.
Area: 15 859.6303 hectares.

As witness my hand, this 28th day of November 1982

J. Hobbs
Deputy Assistant Commissioner of Crown Lands.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Approved by Registrar-General
of Land under No. 1996/6016EF



CAVEAT

[Caveat forbidding registration of
dealing with Estate or Interest]

Land Transfer Act 1952

Law Firm Acting
McVeagh Fleming Solicitors Auckland TEL245/979RAB

Auckland District Law Society
REF. 4190 /2

12.40 30.JUN98 A 358399

SM

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTEBURY
ASST. LAND REGISTRAR

CANTERBURY N.Z.

This page is for Land Registry Office use only.
(except for "Law Firm Acting")



A 358399.1 X

To: Lane Neave Ronaldson
P O Box 13149
CHRISTCHURCH



ABSTRACT NUMBER A358399

NOTICE UNDER SECTION 43 OF THE LAND TRANSFER ACT 1952

1. **NOTICE** is hereby given that the undermentioned document is returned to you to satisfy the requisition hereafter set out. The fees may be forfeited and the document(s) refused registration pursuant to Section 43 of the Land Transfer Act 1952 unless the requisition below is satisfied within two months of this notice. Once the requisition is satisfied please return the documents directly to the Help Desk, that is, do not reodge for registration. If satisfaction of the requisition cannot be completed in the period allowed, the document(s) should be withdrawn from registration.

NB: ALL ALTERATIONS REQUIRE AUTHENTICATION

2. REQUISITION:

Please delete reference to " a consent to " from the estate claimed clause of the Caveat.

DATED this 20th day of July One Thousand Nine Hundred and Ninety Eight


G M Anderson
for District Land Registrar

LIST OF DOCUMENTS AND TITLES RETURNED:

Caveat A358399.1

Christchurch Regional Office
Torrens House
195 Hereford Street
Private Bag 4721
Christchurch
New Zealand
Tel 64-3-379 8783
Fax 64-3-379 4007

RELEASED UNDER THE OFFICIAL INFORMATION ACT

CAVEAT

[Caveat forbidding registration of dealing with Estate or Interest]
Land Transfer Act 1952



If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

CANTERBURY

Certificate of Title No. All or Part? Area and legal description - Insert only when part or Stratum, CT

529	43	ALL	
-----	----	-----	--

Caveator Sumames must be underlined or in CAPITALS

TELECOM NEW ZEALAND LIMITED

Estate or Interest claimed

As grantee by virtue of ~~the consent~~ ^{an} easement agreement dated 12 June 1998 between ESKHEAD STATION LIMITED the lessee of the above land as grantor and the caveator as grantee whereby the grantors agreed ~~to consent~~ ^{an} to the grant of easement over a yet to be defined part of the above land to the grantee.

Notice Clause

Take notice that the above-named Caveator forbids the registration of any memorandum of transfer or other instrument affecting the said land until this caveat is withdrawn by me, or by order of the High Court, or until the same has lapsed under the provisions in that regard contained in Section 145 of the Land Transfer Act 1952.

Place where notices may be served

Lane Neave Ronaldson, Solicitors, Price Waterhouse Centre, 119 Armagh Street, Christchurch (P O Box 13149) (McVeagh Fleming, Auckland, Attention: R Bedford TEL245/979)

Address for service of Registered Proprietor

Nicholl Cooney, Solicitors, 243 Tancred Street, Ashburton (P O Box 4115) Attention: Mr L K Cooney

Dated this 29th day of June 1998

Attestation

	Signed in my presence by the Caveator	by its solicitor and duly authorised agent
	Signature of Witness	Victor Ross Alexander BEDFORD
	Witness to complete in BLOCK letters below (unless typewritten or legibly stamped)	
	Witness name	ANDREW BRUCE McINTOSH
	Occupation	SOLICITOR
	Address	AUCKLAND
Signature, or common seal of Caveator		

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Caveator

RELEASED UNDER THE OFFICIAL INFORMATION ACT

MEMORANDUM OF RENEWAL

Correct for the purposes of the Land Transfer Act:



HER MAJESTY THE QUEEN Lessor

Solicitor for Lessor

ESKHEAD STATION LIMITED Lessee


Particulars entered in the Register on

Date and at the time recorded below

District
Assistant Land Registrar



Landcorp Property Ltd
CHRISTCHURCH

REGISTER
11.59 27.JAN.95 A. 1.55820/1
ARTICLES ENTERED IN REGISTER
AND REGISTERED IN THE REGISTER
1995 JAN 27 11.59 AM


RELEASED UNDER THE OFFICIAL INFORMATION ACT

A155820.1 V.L.

IN THE MATTER

of the Land Transfer Act 1952 and the Land Act 1948

AND

IN THE MATTER

of Pastoral Lease No P64, registered in Volume 529, Folio 43 Canterbury Land Registry, from HER MAJESTY THE QUEEN to ESKHEAD STATION LIMITED at Christchurch.

Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 529, Folio 43, Canterbury Land Registry, is renewed for a term of 33 years commencing on the 1st day of July 1990. 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:

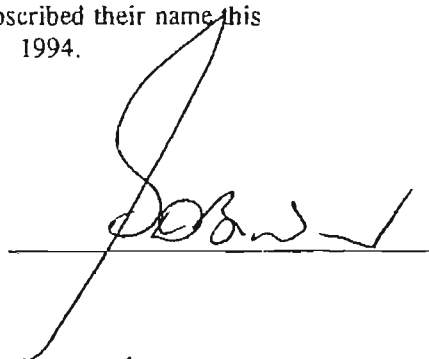
Yielding and paying therefore for the first 11 years of the said term unto Landcorp Property Limited as agent for the Crown at Christchurch the annual rent of \$5,025.00 (exclusive of GST) calculated on a Rental value of \$335,000 (exclusive of GST) payable without demand by equal half-yearly payments 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.

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

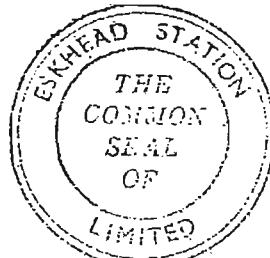
24th day of November 1994.

SIGNED for and on behalf of
HER MAJESTY THE QUEEN by *Accling*
THE COMMISSIONER OF CROWN LANDS
in the presence of:



WITNESS: *de Borden*
Person and Information Officer
OCCUPATION: *Department of Survey & Land Information*
ADDRESS: *Willington*

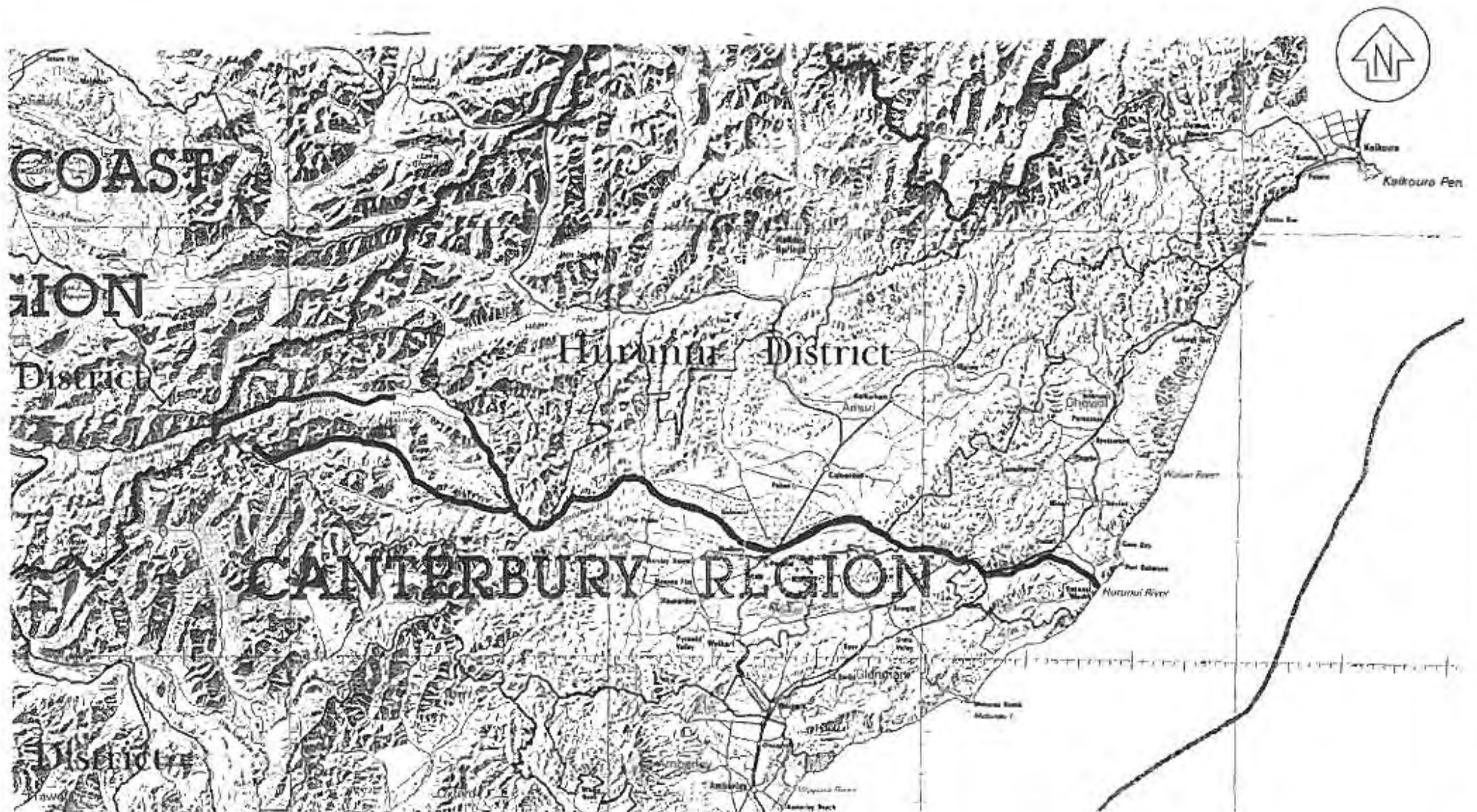
THE COMMON SEAL OF
ESKHEAD STATION LIMITED
as Lessee was hereunto affixed in the
presence of:



[Handwritten signature]

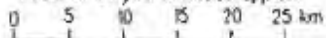
[Handwritten signature]

[Handwritten signature] (Director)
[Handwritten signature] (Director)



RELEASED UNDER THE OFFICIAL INFORMATION ACT

Scale of Original 1:500000 approx.



Canterbury Land District
Territorial Authority: Hurunui District

Terralink NZ Ltd
Survey Services
Christchurch



Hurunui River

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

Approved as to boundaries:

[Signature] 21/11/92
for Te Rūnanga o Ngāi Tahu

[Signature] 21/11/92
on behalf of the Crown

MD 112

00 100 10

S.O. 17127

NZMS 261

SCHEDULE PURSUANT TO SEC 62

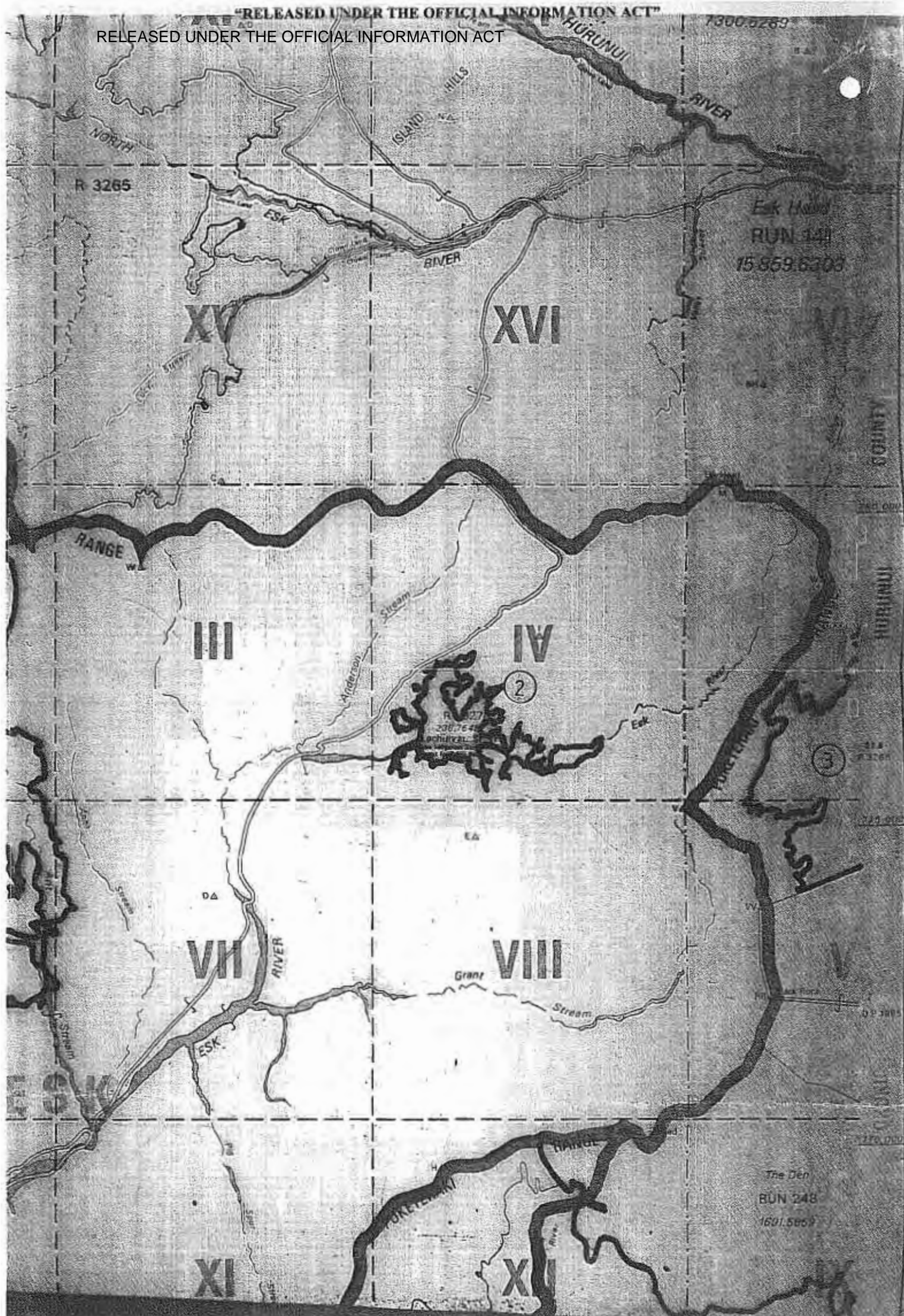
Sheet 1 of 2

Sheet L33

CONSERVATION ACT 1987

No.	DESCRIPTION	AREA	DEEMED OWNER	CATEGORY	AGREEMENT or COVENANT	CASE No.
1	RS 41249 Blks I II VI VII Minchin IX XIII XIV Katrinae III IV VII VIII Hawdon I V Esk SD	14150.0000 ha	DOC	8		
2	RS 3275 3276 3277 3278 3279 3280 Pt R 3281 RS 41061 Blks I II IV V VI VII IX X XIV Esk SD - Blks VII VIII XI XII XV XVI Hawdon SD	6786.4445 ha	DOC	7		
3	See schedule for S.O. 17135 Number 7					
4	RS 41260 Blks VI VII X XI Hawdon SD	270.0000 ha	DOC	8		
5	RS 41261 Blks X XI XIV XV Hawdon SD	1740.0000 ha	DOC	8		
6	RS 3267 3268 3269 RS 41644 Blks XI XII XIV XV XVI Esk IX XIII Okuku II III IV Upper Ashley I Mt Thomas S.D's	5370.1784 ha	DOC	7		
7	See schedule for S.O. 17128 Number 4					

CATEGORIES		CERTIFIED CORRECT <i>J. Wilson</i>		CHIEF SURVEYOR <i>28.4.87</i>	
1	NOT USED	4	Crown land and State Forest land allocation approved by the Special Ministerial Coordinating Committee on 21 January 1987.	7	Crown land and State Forest land allocation approved by the Special Ministerial Coordinating Committee on 11 March 1987.
2	State Forest Land allocation approved by Special Ministerial Coordinating Committee on 26 November 1986.	5	NOT USED	8	Crown land subject to Sections 84A, 47, 48 and 163 Land Act 1948 and Unalienated Crown land not previously accounted for, approved in accordance with the Special Ministerial Coordinating Committee's decision of 23 March 1987.
3	Crown land allocation approved by the Special Ministerial Coordinating Committee on 1 December 1986.	6	State Forest land allocations approved by Cabinet following the Blakely report on West Coast Forests.		



XV

XVI

III

IV

VII

VIII

IX

XII

2

3

Esk Island
RUN 141
15 559.6303

The Den
BUN 248
1601.5609

R 3265

7300.5263

NORTH

ISLAND HILLS

HURON RIVER

RIVER

ESK

RIVER

RANGE W

Stream

Anderson

2

R 3227
230.7648

3

Esk

DA

EA

RIVER

Grant

Stream

ESK

Black River

ESK RIVER

HURON RIVER

HURON RIVER

HURON COUNTY

HURON RIVER

HURON RIVER

HURON RIVER

HURON RIVER

Eskhead



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



Historical Search Copy

R. W. Muir
R. W. Muir
Registrar-General
of Land

Identifier CB529/43
Land Registration District Canterbury
Date Registered 05 December 1958 09:26 am

Type	Lease under s83 Land Act 1948		
Area	15859.6303 hectares more or less	Term	Thirty three years commencing on the first day of July 1957 and extension of term until 30.6.2023

Legal Description Run 141

Original Proprietors
Eskhead Station Limited

Interests

- 309504.2 Electricity Agreement under Section 50 Electricity Act 1968 - 28.1.1981 at 11.58 am
- 340272.1 Variation of the terms of the within lease - 17.8.1981 at 11.20 am
- A155820.1 Variation of the within Lease and extension of the term until 30.6.2023 - 27.1.1995 at 11.59 am
- A165979.11 Mortgage to Aorangi Securities Limited - 30.3.1995 at 11.50 am
- A355069.2 Variation of Mortgage A165979.11 - 9.6.1998 at 2.19 pm
- A355069.3 Mortgage to South Canterbury Finance Limited - 9.6.1998 at 2.19 pm
- A358399.1 CAVEAT BY TELECOM NEW ZEALAND LIMITED - 30.6.1998 AT 12.40 PM

Pastoral Run
Issued as a Renewal of [unclear] Lease No. 545
registered in the [unclear]

NEW ZEALAND
CANTERBURY
LAND DISTRICT

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

Entered in the Register-book, Vol. 529 fol. 43.
On the 5th day of December
1957, at 9-25 o'clock
a.m.

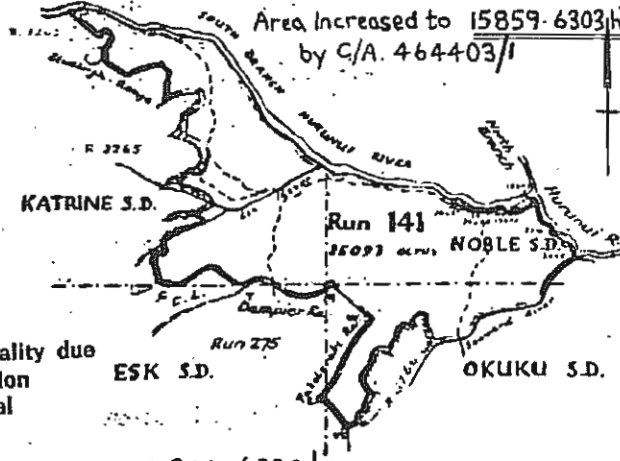
(L. and S. B.-1)

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P.64



This Deed, made the First day of March, one thousand nine hundred and fifty-seven, between His Majesty THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and HARRY MAURICE GROSLEIGH DAME IER-GROSLEIGH (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, of Hawarden, in the Dominion of New Zealand, in consideration of the rent hereinafter recited, 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 those pieces or parcels of land containing by admeasurement thirty-five thousand and ninety-three (35,093) acres, more or less, and being situated in the Land District of Canterbury, and being Run 141 "Sak Head" situated in Katrine, Noble, Esk and Okuku Survey Districts



Area increased to 15859.6303 ha
by C/A. 464403/1

(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-seven together with the period between the date of this lease and the aforesaid first day of July 1957. 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 Four hundred and eighty pounds (£ 480.0.0) 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 (£) by a deposit of (£) (the receipt of which sum is hereby acknowledged) and thereafter by () half-yearly instalments of () pounds shillings and pence (if : :) on the 1st day of January and the 1st day of July in each year in the first instance at rent.

Image Quality due to Condition of Original

METRIC AREA = 4201.6332 ha

Scale: 1 mile to an inch
5000000 5529 5529 5529

Subject to Section 58, 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 provided 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, sub-let, 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, 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, 1923.
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 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, 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 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 access, 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, 1915) 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 they 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 buildings, dwellinghouse. Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration or effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the Lessor shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1915, a new lease of the land hereby leased at a rent to be determined in the manner provided in 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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- (f) THAT the Lessee shall have no right of acquiring the fee simple of the said land.
- (g) 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) 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 in good permanent clovers and grasses to the satisfaction of the Commissioner.
- (h) THAT the Lessee shall exercise due care in stocking the said land and shall not over-stock 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 11,550 and the number of cattle does not exceed 275 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient 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.

SCHEDULE B

IMPROVEMENTS ENTITLING TO THE CROWN AND RENT PAYABLE 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: J. H. ...
Occupation: ...
Address: ...

Assistant Commissioner of Crown Lands

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

Witness: ...
Occupation: ...
Address: ...

Lessee

(2) That the Lessee shall exercise due care in stocking the said land and shall not over-stock 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 11,550 and the number of cattle does not exceed 275 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient 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.

Handwritten notes: H.A.C.C., Transfer 692993 to Guy Colin Dampier... Transfer 692994 to the above named Guy Colin Dampier...

No 340272/1 Variation of the Terms of the within lease - 17.8.1981 at 11.20 am.

Mortgage 340272/3 to The Fine Gould Guinness Limited - 17.8.1981 at 11.21 am.

Mortgage 340272/4 to Lane Neave Nominees Limited - 17.8.1981 at 11.20 am.

Mortgage 340272/5 to ANZ Banking Group (New Zealand) Limited - 17.8.1981 at 11.20 am.

Transfer 340272/2 to Tavistock Farm Limited at Christchurch - 17.8.1981 at 11.20 am.

LAND & DEEDS
Nature: Pastoral Lease
Form: C.C.L.
Date: 6 DEC 1988
Time: 4.24 am
Fee: -1151-
Volume: 2332

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952.

Agreement No. 309504/2 under Electricity Agreement Act 1968 - 28.1.1981 at 11.58 a.m.

Handwritten signature for A.L.R.

OVER...



RELEASED UNDER THE OFFICIAL INFORMATION ACT

Mortgage 366214/4 to Pyne Gould Guinness Limited - 29.1.1982 at 11.43 am

DISCHARGED
for A.L.R.

Mortgage 366214/5 to Lane Neave Nominees Limited - 29.1.1982 at 5.14 p.m.

DISCHARGED
for A.L.R.

Mortgage 366214/6 to The Rural Banking and Finance Corporation - 29.1.1982 at 1.43 p.m.

DISCHARGED
for A.L.R.

Mortgage 366214/7 to ANZ Banking Group (New Zealand) Limited - 29.1.1982 at 1.44 p.m.

DISCHARGED
for A.L.R.

Mortgage 366214/8 to The Rural Banking and Finance Corporation - 29.1.1982 at 1.44 p.m.

DISCHARGED
for A.L.R.

Mortgage 366214/9 to The Rural Banking and Finance Corporation - 29.1.1982 at 1.44 p.m.

DISCHARGED
for A.L.R.

Variation of Mortgage 366214/6 - 7.9.1982 at 10.14 am.

DISCHARGED
for A.L.R.

Variation of Mortgage 366214/9 - 7.9.1982 at 10.14 am.

DISCHARGED
for A.L.R.

Variation of Mortgage 366214/6 - 22.6.1983 at 10.13 am.

DISCHARGED
for A.L.R.

Mortgage 454735/2 to Pyne Gould Guinness Limited - 27.9.1983 at 10.47 am

DISCHARGED
for A.L.R.

No. 454735/3 Memorandum of Priority making Mortgages 454735/2 and 366214/5 first and second mortgages respectively - 27.9.1983 at 10.48 a.m.

DISCHARGED
for A.L.R.

No. 454735/3 Memorandum of Priority making Mortgages 454735/2, 366214/5, 366214/6, 366214/7, 366214/8 and 366214/9 first, second, third, fourth, fifth and sixth mortgages respectively - 27.9.1983 at 10.48 a.m.

DISCHARGED
for A.L.R.

No. 464403/1 Certificate of Alteration increasing the area of the within lease to 15859.6303 hectares - 28.11.1983 at 10.21 a.m.

DISCHARGED
for A.L.R.

Variation of Mortgage 366214/6 - 6.12.1983 at 11.07 a.m.

DISCHARGED
for A.L.R.

No. 491276/1 Change of Name of registered Proprietor to Eskhead Station Limited - 1-6-1984 at 11.45 a.m.

DISCHARGED
for A.L.R.

No.491905/1 Change of Name of the mortgagee under Mortgage 366214/5 to Lane Neave Ronaldson Solicitors Nominee Company Limited - 7.6.1984 at 11.20am

DISCHARGED
for A.L.R.

Variation of Mortgage 366214/6 - 20.8.1984 at 11.24a.m.

DISCHARGED
for A.L.R.

No.524321/1 Statutory Land Charge under the Rural Housing Act 1939 - 24.12.1984 at 9.38am

DISCHARGED
for A.L.R.

Variation of Mortgage 366214/6 - 20.6.1986 at 10.40am.

DISCHARGED
for A.L.R.

Variation of Mortgage 366214/5 - 16.3.1987 at 11.37a.m.

DISCHARGED
for A.L.R.

Variation of Mortgage 366214/2 - 16.3.1987 at 11.37a.m.

DISCHARGED
for A.L.R.

Mortgage 745258/1 to The Rural Banking and Finance Corporation of New Zealand - 9.6.1988 at 9.39 a.m.

DISCHARGED
for A.L.R.

No 745258/2 Memorandum of priority making mortgages 745258/1, 366214/7, 366214/8 and Statutory Land Charge 524521/1 fourth, fifth, sixth and seventh mortgages respectively - 9.6.1988 at 9.39 a.m.

DISCHARGED
for A.L.R.

Variation of mortgage 454735/2 - 16.8.1989 at 11.29 a.m.

DISCHARGED
for A.L.R.

Mortgage 873496 to ANZ Banking Group (New Zealand) Limited - 31.1.1990 at 11.48am

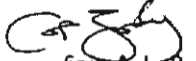
DISCHARGED
for A.L.R.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

No A155820/1 Variation of the within Lease
a extension of the term until 30.6.2023 -
27.1.1995 at 11.59am


for A.L.R.

Mortgage A165979/11 to Trust Bank
Canterbury Limited - 30.3.1995 at 11.50am



for A.L.R.

A355069.1 Transfer of Mortgage A165979/11
to Aorangi Securities Limited

A355069.2 Variation of Mortgage A165979/11

A355069.3 Mortgage to South Canterbury
Finance Limited

all 9.6.1998 at 2.19


for DLR

X A358399.1 CAVEAT BY TELECOM NEW ZEALAND
LIMITED
30.6.1998 AT 12.40


for DLR