

Crown Pastoral Land Tenure Review

Lease name : GLENHOPE

Lease number : PC 083

Due Diligence Report (including Status Report) - Part 4

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

1507
8/10/50
J.S.

SURRENDER, AMALGAMATION, ISSUE OF PASTORAL LEASE
AND SPECIAL LEASE

FILES: H.O. 8/8/45, ~~8/8/45~~
D.O. PR.458, 0.14

CASE NO. 5814

CANTERBURY LAND DISTRICT

1.
10 DEC 1950

LICENSEE: Jack Joseph MINEHAN

DESCRIP- TION: Run 233B "Glenhope" and Section 1 Boyle S.D. Area: 26,450 acres.

LOCATION: On the Lewis Pass Road 20 miles from Hanmer and 91 miles N.W. of Christchurch.

PARTICULARS OF LICENCE:
Tenure: Pastoral Licence
Term: 35 years from 1.3.26. Expires: 28.2.61
Annual rent: £386
Acquired: By transfer in April 1956 at a consideration of £28,000 (including stock and plant £14,000).

CROWN IMPTS: Nil

GENERAL DESCRIPTION: Mountainous, variable aspect, 1300 ft. to 6000 ft. Rainfall 45" to 70". Best country is in the Magdalen Valley the floor of which is at 2300 ft. An estimated 400 acres of the valley floor is ploughable but, till now, ^{has} been inaccessible to farm machinery. At this height cultivation would probably be confined to establishing pasture for hay. Country along the Waiiau River tends to revert to manuka. Doubtful if half the run is in tussock and native grasses. The higher slopes above the Magdalen Valley and the centre of the run contain extensive waste land. Recent erosion appears confined to the Steyning Creek area.

NOXIOUS WEEDS AND PESTS: Few rabbits which appear to be confined to near the homestead. Deer heavily reduced. Scattered gorse in the Magdalen Valley.

OTHER LAND HELD: Nil

BOUNDARY ADJUSTMENTS: By Case No. 5700 of 2.7.58 the Board determined that 7270 acres of Glenhope be added to the adjoining State Forest and that 1410 acres of State Forest be added to the Run when the reservation is revoked.

CARRYING CAPACITY AND PRODUCTION: Comprehensive information is not available. As Minehan has been in occupation for 2 years only some information was obtained from previous licensee.

Sheep at transfer April 1956: Adult sheep 4,000 Cattle 305
Hoggets 1,000
5,000
=====

<u>Shearing</u>	Ewes (incl. 2ths)	1975	Wool sold	28098 lbs
<u>1957/58</u>	Wethers	1734	Wool on hand	<u>2000</u> (est.)
	Rams	63		30098
	Stragglers	<u>200</u>		
		3972		
	Lambing	918		

Sheep tallies

Cows & Heifers	218
Calves	114
Steers	28
Bulls	8
<u>Total</u>	<u>368</u>
Sales	66

PASTORAL
LANDS
OFFICER'S
REPORT:

Glenhope was run as a dry sheep unit during the early thirties - 7,000 sheep carried.

The Boyle Tops (to become State Forest) were used as a summer run-off but this was discontinued during the war years owing to mustering difficulties. A part ewe flock was carried from sometime before the war. In the 1941 winter snow losses were 3000 sheep (2000 above average). While this run has a snow risk such a high loss would not be expected if the country was more lightly stocked. Since then the total flock at beginning of winter has been around 5000 sheep and 200/300 cattle. Minehan has increased cattle by 100. Pastoral Lands Officer considers run is too heavily stocked; the Magdalen Valley is eaten hard with practically no roughage left. Where healthy tussock has disappeared it is attributed to pulling by cattle.

Stock, mainly $\frac{1}{2}$ bred, is in fair to poor condition. Pastoral Lands Officer would prefer merinos on this country.

Through inability to keep 2 tooth ewes separate, they are being mated a year too soon and low lambings can be partly attributed to this.

2.

LICENSEE: Ian Hammer ATKINSON

DESCRIPTION: Run 18 "Woodbank", Area: 39,548 acres.

LOCATION: On good metal road, 35 miles N.W. of Christchurch.

PARTICULARS OF LICENCE: Tenure: Pastoral Occupation Licence
Term: 7 years from 1.7.52. Expires: 30.6.59
Annual rent: \$100
Acquired: By transmission on 18.1.55 from Estate W.H. Atkinson.

CROWN IMPTS: Nil

GENERAL DESCRIPTION: Altitude 1100' (est.) to 4057'. Rainfall est. 40" - 45". Contour mainly open spurs; a little broken country; not all rideable. Reasonable shelter. Reverts to manuka scrub. Snow risk not high.

NOXIOUS WEEDS AND PESTS: Very few rabbits. In Rabbit Board district. Odd deer.

OTHER LAND HELD: 9300 acres freehold - also two Occupation licences of 481 acres and 488 acres at rentals of \$5 and £2 per annum.

CARRYING CAPACITY AND PRODUCTION: Has been used as a summer run-off only for 10 years. Is an adjunct to freehold which carries bulk of stock so no separate production figures are available. Is comprised of several separate blocks as illustrated on the attached plan and separately referred to below.

PASTORAL LANDS OFFICER'S REPORT: 3000 ewes and replacements with 2/300 cattle are carried over all holdings. In each of the past two years 1000 lambs have been bought in for fattening. The Empson Block (1700 acres freehold) includes the

The de-stocking of the Ewe Range and Hopefield Blocks (which was the reason a Pastoral Occupation Licence was granted in 1952 - refer Case 2469 of 11.7.51) was to be of a temporary nature only; fences were to be repaired and wethers bred on the freehold retained to build up a wether flock. This has not been done. Atkinson has made no real attempt to stock Hopefield and it is not likely he would be in a position to do so for many years.

Empson Block: (Approx. 5200 acres, including 1700 acres freehold). Although cold, is fairly safe from snow and capable of carrying 1000 ewes and replacements with 50/60 cattle. It is easily reached and worked from Woodbank Homestead.

Ewe Range: (Approximately 3100 acres)

Mainly a cold-lying face up the Tutu stream. Suitable for light stocking as a summer run-off, this area has a yearly capacity of 300 ewes. It could be easily mustered from Woodbank.

Hopefield Block: (Approx. 6000 acres). From 1600' to 4000', this block has one-third facing south, but the remainder contains considerable sunny country. Approximately half covered in scrub. Could carry up to 1000 dry sheep and 100 cattle all the year.

The old homestead (on 75 acres of freehold which is the natural access to Hopefield from Glenhope) is not habitable (roof removed) and is in danger from the river.

To muster sheep into Woodbank requires driving them over the 3000' ridge on Hopefield, down into the Tutu Stream, over the Ewe Range about 2500', and down Empson Creek to the flat. To utilize Hopefield from Woodbank would require a hut to accommodate about five men and good shepherding from Woodbank would not be easy (refer further remarks under "Amalgamation with Hopefield Block" on p.4).

Mt. Captain and Waiau Faces: Extremely broken country rising to 6000'. The greater part lies into the Upper Waiau and has difficult access. There are no shepherding facilities. The lower slopes are scrub bound and impracticable to drive sheep through. The higher country is subject to severe erosion and has scanty vegetation. It is not desirable to run sheep on this country, nor is anyone ever likely to do so.

The Pastoral Lands Officer has mustered over the entire country and considers the property, run as a whole, extremely undesirable. He considers this block is a burden to the remainder of the run and should become unoccupied Crown land, or, as it contains quite an area of Birch bush, should be handed over to State Forest. A small patch of rabbits still exists.

Future utilization of Woodbank:

As there seemed a possibility of establishing a unit on the leasehold country with 1700 acres of freehold, Atkinson was approached to see if he would sell this freehold. He would not agree and hopes that, by retaining the leasehold, he can establish two units, one freehold, and one freehold and leasehold, should he have two sons. His losing the Hopefield block will not prejudice this; in fact, it would allow the establishment of another homestead without having to cross the
Crested Street. He readily acknowledges that with the ewe

He has formed a track through his freehold and part of the leasehold in the Empsom Block. The Pastoral Lands Officer does not doubt that, at a very high cost, he could eventually take it to Hopefield but does not consider this necessary as a pre-requisite to stocking Hopefield.

He considers the river stream would make an unsatisfactory boundary and needs two miles of fencing, but the Pastoral Lands Officer entirely disagrees. Odd sheep are bound to cross but this is a far superior boundary to most and is entirely adequate. The stream is in an impassable gorge for half its length, and sufficiently gorged in the remainder to prevent other than odd sheep crossing.

Future of Ewe Range and Empsom Block (6550 acres). These could be of no conceivable use to other than the occupier of the 1700 acre freehold portion of the Empsom block. The arbitrary division is such that it is most unlikely it would ever be fenced separately.

Though the leasehold country contains a high proportion that could be permanently damaged by bad husbandry the Pastoral Lands Officer suggests it would be better freeholded were it not for the very high costs of survey. He states that a pastoral lease would confer its benefits without its restrictions as a stock limitation would not be of much value. A good husbandry clause in place of the stock limitation would have more merit but he thinks a Pastoral Lease is better confined to complete units of leasehold, or where an overall limitation is practicable. Though he sees no reason why this land should not be permanently alienated from the Crown the Pastoral Lands Officer suggests it be leased under Section 67 (2) Land Act 1948, such lease to contain a good husbandry clause.

REGROUPING:

Amalgamation with Hopefield Block:

The Pastoral Lands Officer considers the Hopefield block should be worked with Glenhope. The boundary between the two runs is the Waiau River which is very confined and narrow. A swing bridge, or even a short bridge on girders, could be erected cheaply to cross sheep over the Waiau.

Hopefield could be easily mustered from Glenhope, without a hut, and apart from negotiating the bridge, there would be no long difficult drive of sheep.

Mustering Hopefield would not be the problem to Minchan on Glenhope that it would be to Atkinson. (Glenhope carries some 4,500 sheep on high country and a gang of musters is required twice a year). Glenhope is overstocked and the extra country would ease the pressure and make a stock reduction unnecessary on renewal which is important to a run with a small return per sheep. Also, Hopefield could be used partly for carrying maiden ewes where there is no chance of them being mated a year too soon. The Pastoral Lands Officer firmly considers that both properties should be under one stock limitation without delay.

The success of amalgamation which rests primarily on the erect of a satisfactory bridge over the Waiau river, should be able to be assessed within a year or two of stocking Hopefield.

Minchan is interested in Hopefield, stating that it is impossible to so fence as to separate ewes entirely from wethers on Glenhope and thus another block with a good boundary (the river) would be a decided advantage.

some of it is good. It would be of value for salvage only.

PASTORAL
LANDS
OFFICER'S
RECOMMEND-
ATIONS:

1. Minehan to surrender his licence of Glenhope as at 30.6.59 and Glenhope and the Hopefield block of Woodbank be amalgamated under one Pastoral Lease at a rental of £290, based on:

1500 breeding ewes	=	1500 e.e.
450 maiden ewes)	
1000 hoggets)	= 1000 e.e.
50 rams)	
<u>1600 wethers</u>	=	<u>800 e.e.</u>
4600		3300 e.e. @ £70 per 1000
		= £231
400 cattle @ £15 per 100		<u>60</u>
		<u>£291 say £290</u>

2. Stock limitation to be 4600 sheep (including 1500 breeding ewes) plus 10% tolerance and 400 cattle.

3. Suitable bridge between Glenhope and Hopefield to be completed by and at the expense of Minehan not later than 31 December 1959.

4. I.H. Atkinson be offered a licence under Section 67 (2) Land Act 1948 of the Empsom and Ewe Range blocks (excluding any bush up the Tutu Stream) and the small area fenced into his freehold on Mt. Rodney for a term of 21 years, with a right of renewal at a rental of £110 based on

1300 ewes	=	1300 e.e.
<u>400 hoggets</u>	=	<u>270 e.e.</u>
<u>1700</u>		<u>1570 e.e.</u>

Less 470 e.e. and any cattle for freehold
1100 e.e. @ £100 per 1000 = £110. (No stock limitation)

5. In addition to usual good husbandry clauses, special clauses to be inserted in this special lease as follows:-
 - (a) Judicious stocking shall be practised so that deterioration of the vegetative cover will not result.
 - (b) No burning without prior written consent of Commissioner of Crown Lands.

6. Crown to offer to purchase from Atkinson the 75 acres of freehold (containing the old homestead) at a nominal value of say 10/- per acre and include in Minehan's new Pastoral lease.

7. Atkinson to have right before expiry of his Pastoral Occupation Licence to remove any improvements. Remaining improvements to be purchased by Minehan from Atkinson by negotiation but if no agreement is reached Commissioner to determine value.

CHIEF
PASTORAL LANDS
OFFICER'S
REPORT:

Agrees that early amalgamation of Hopefield and Glenhope very desirable. It is obvious Glenhope is poorly balanced, and to carry the present flock successfully the addition of Hopefield is essential. He would have preferred that Minehan surrender his existing licence and accept a Pastoral Occupation Licence over the combined holdings, for a 7 year term, to prove absolutely that the two runs can be worked together successfully. Minehan would then have had to be assured that he would get a Pastoral Lease over Glenhope, whether the amalgamation proved successful or not. However

The success of the proposed amalgamation hinges on Minehan constructing a stock bridge over the Waiiau River, and the Chief Pastoral Lands Officer feels that this must be a priority job. Regarding Atkinson's improvements, the logical solution is for Minehan to purchase the boundary fencing and Atkinson to remove the internal fence if he wishes. The latter is of no real value to Minehan, but if Atkinson does not wish to remove it, Minehan should be obliged to take it over at valuation.

Chief Pastoral Lands Officer endorses the recommendation (6. above) that the Crown purchase 75 acres of freehold and include it in Minehan's proposed new run. He considers £50 a liberal valuation.

He endorses Mr Chisholm's recommendations, with slight alterations, as follows:

- (a) That the term of the Special lease be 33 years with a right of renewal.
- (b) That the Western boundary of the special lease be the Tutu Stream and the northern boundary be Sawpit Gully but existing fences be allowed to remain.
- (c) That a river reserve be set aside up the Tutu Stream to the bush edge where applicable.
- (d) That the bush at the head of the Tutu be declared State Forest.
- (e) That the balance of Woodbank, that is, Mt. Captain and Waiiau faces, be retained by this Department as unoccupied Crown land.

COMMISSIONER
OF CROWN
LANDS'
COMMENTS:

Considers that Minehan should arrange to buy the 75 acres of freehold from Atkinson when he buys the fencing.

PLANS:

Enclosed.

RECOMMEND-
ATION:

That the Land Settlement Board determine:

- (a) Pursuant to Section 145 Land Act 1948 that surrender of P.R. 458 be accepted as at 30 June 1959.
- (b) Pursuant to Section 125 (3) Land Act 1948 that Part Run 233B of 19,500 acres and Part Run 18, (Hopefield) 6,000 acres be held on Pastoral lease.
- (c) Pursuant to Section 54 (1) (f) and 56 (3) Land Act 1948 Part Runs 233B and 18 be allotted to J.J. Minehan at an annual rental of £290.
- (d) Pursuant to Section 66 (2) Land Act 1948 that the maximum carrying capacity of the new Run be fixed at 4,600 sheep (including 1,500 breeding ewes) plus 10% and 400 cattle, 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.
- (e) That the above determinations be subject to a suitable bridge to cross sheep between Glenhope and Hopefield being completed by Minehan not later than 31 December 1959.

- (f) Pursuant to Section 67 (2) Land Act 1948 that I.H. Atkinson be granted a lease over the Impson and the Range blocks (excluding any bush up the Tutu stream) plus a small area on Mt. Rodney, total area 5550 acres, for 33 years at a rental of \$110 per annum with a right of renewal for a further term of 33 years.
- (g) That the western boundary of the lease in (f) be the Tutu Stream and the bush edge (east side of the bush) and the northern boundary be Sawpit gully but existing fences be allowed to remain.
- (h) That in addition to the usual good husbandry clauses, special clauses be included in the lease under (f) providing for judicious stocking and the prior written consent of the Commissioner of Crown Lands before burning is carried out.
- (i) That Section 58 Land Act 1948 apply to the Tutu stream between the Waiiau river and Sawpit gully, the reservation to apply out to the bush edge where applicable.
- (j) That the bush at the head of the Tutu be declared State Forest.

DECISION:

The Land Settlement Board on 2.12.58 determined:

- 1. To grant a lease to I.H. Atkinson of the Impson and Range blocks (excluding any bush up the Tutu stream) plus a small area on Mt. Rodney, total area 5550 acres, for 33 years at a rental of \$110 per annum with a right of renewal for a further term of 33 years.
- 2. That the western boundary of the lease in (f) be the Tutu Stream and the bush edge (east side of the bush) and the northern boundary be Sawpit gully but existing fences be allowed to remain.
- 3. That in addition to the usual good husbandry clauses, special clauses be included in the lease under (f) providing for judicious stocking and the prior written consent of the Commissioner of Crown Lands before burning is carried out.
- 4. That Section 58 Land Act 1948 apply to the Tutu stream between the Waiiau river and Sawpit gully, the reservation to apply out to the bush edge where applicable.
- 5. That the bush at the head of the Tutu be declared State Forest.

DOSLI D20

Card 1 of 2 : Land District: CANTERBURY

Plan No. S.O. 18652

Part Sec. Lot. Rd. Stm.	Letter Colour	Area		Gazette Reference	Document Number	Description of Action	Remarks
		Ha	m ²				
Pt Run 351 Pt C.L. CT 28F/103A	A		0085	1993 p 726	A44999/1	leasehold Estate Acquired for Road	
Pt Run 287 Pt C.L. CT 529/99	B		1211	1998 p 1055		Declared Road	
Situating in block VII Skiddaw S.D.							

Other information



ANALYSIS

- | Title | |
|---|---|
| 1. Short Title | 10. Vesting certain land in the Timaru Harbour Board subject to certain conditions |
| 2. Authorising the transfer of certain land to the Prebbleton Public Hall Society Incorporated | 11. Declaring land subject to the Forests Act 1949 to be Crown land subject to the Land Act 1948 |
| 3. Cancelling the vesting of certain endowment land in the Taranaki Harbour Board and declaring that land to be vested in Her Majesty as an addition to the Corbett Park Domain | 12. Vesting certain land held by the Bourne Dean Recreation Ground Trustees in Her Majesty as the Bourne Dean Domain |
| 4. Amending Section 99 of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1914 | 13. Vesting portion of a closed cemetery in the Corporation of the Borough of Cromwell for street purposes and as public reserves |
| 5. Declaring certain endowment land vested in the University of Otago to be Crown land subject to the Land Act 1948 | 14. Authorising Trustees of recreation land at Mangere to transfer part of such land to the Corporation of the County of Manukau |
| 6. Vesting certain land in Her Majesty as an addition to the Gisborne Domain | 15. Authorising the sale and other dispositions of portions of the Tauranga Cemetery and provisions incidental thereto |
| 7. Declaring certain land in the Whakatane County to be vested in Her Majesty as Crown land subject to the provisions of the Land Act 1948 | 16. Authorising the Corporation of the Borough of Greytown to expend certain money on additional land |
| 8. Cancelling the vesting and changing the purpose of the reservation over part of a closed cemetery to a site for a scout hall | 17. Special provisions regarding foreshore and land at Eastbourne |
| 9. Authorising the Inglewood Borough Council to expend endowment money on public reserves | 18. Special provisions relating to certain land at Takaka |
| | 19. Authorising the disposal of certain land vested in the Bishop Suter Art Gallery Trust Board subject to certain conditions |
| | 20. Validating an agreement between Her Majesty, the Napier Harbour Board, and the Corporation of the City of Napier |

1959, No. 50

An Act to provide for the sale, reservation, and other disposition of certain reserves, Crown lands, endowments, and other lands, to validate certain transactions, and to make provision in respect of certain other matters

[21 October 1959

1959, No. 50

1959, No. 50 *Reserves and Other Lands Disposal*

497

Disposal Act
 other Lands
 2 are hereby

that boundary (bearing seventy-two degrees fifty-eight minutes) to the low-water mark of the sea; thence south-easterly generally along the low-water mark of the sea to the point of commencement: as shown on the plan marked L. and S. 13/265, deposited in the Head Office, Department of Lands and Survey, at Wellington, and thereon coloured yellow (S.O. Plan 9582).

rbour Board
 the Timaru
 certain land
 rbour Board
 estate in fee
 hat Act and
 1878 which
 whereas it is
 And whereas
 ested in Her
 ler is Crown
 : is desirable
 bject to the
 land already
 e enacted as

11. Declaring land subject to the Forests Act 1949 to be Crown land subject to the Land Act 1948—Whereas the land described in subsection two of this section is set apart as permanent State forest land under the Forests Act 1949: And whereas it is desirable that it should be declared Crown land subject to the Land Act 1948: Be it therefore enacted as follows:

(1) The setting apart of the land described in subsection two of this section as permanent State forest land is hereby revoked and the said land is hereby declared to be Crown land subject to the Land Act 1948.

(2) The land to which this section relates is particularly described as follows:

Firstly, all that area in the South Auckland Land District, being parts Run 54, and being also part permanent State forest land by Proclamation dated the twenty-seventh day of November, nineteen hundred and thirty-one, and published in the *Gazette* of the third day of December of that year at page 3412, situated in Block I, Galatea Survey District, containing fifty-eight acres three roods fifteen perches, more or less: as shown on the plan marked L. and S. 10/92/111, deposited in the Head Office, Department of Lands and Survey, at Wellington, and thereon edged red (S.O. Plan 38812).

Secondly, all that area in the South Auckland Land District, being part Allotment 676, Parish of Taupiri, situated in Block VII, Hapuakohe Survey District, containing sixty acres one rood nine perches and eight-tenths of a perch, more or less: as shown on the plan marked L. and S. 9/3603, deposited in the Head Office, Department of Lands and Survey, at Wellington, and thereon edged red (S.O. Plan 39402).

Thirdly, all that area in the South Auckland Land District, being part of the land set apart as permanent State forest land by Proclamation dated the twenty-seventh day of September, nineteen hundred and thirty-five, and published in the *Gazette* of the third day of October of that year at page 2735, and being also the land known as Section 6, Block XV, Tairua Survey District, containing sixty-nine acres two roods thirty-two perches, more or less: as shown on the plan marked L. and

his section is
 isions of the
 id six of the
 ct 1881, shall
 id land were

il Act within

particularly

istrict, City of
 : roods, more
 n four of the
 ct 1881 and
 commencing
 e east of the
 Patiti Survey
 to the north-
 boundary of
 ly generally
 South Street
 rbour Board
 rbour Board
 asterly along

VI, Ahaura Survey District, containing seventeen acres two roods nineteen perches, more or less: as shown on the plan marked L. and S. 10/98/40c, deposited in the Head Office, Department of Lands and Survey, at Wellington, and thereon edged red (S.O. Plan 4819).

Fifteenthsly, all that area in the Canterbury Land District, being part Reserve 3286, situated in Block XV, Bealey Survey District, containing forty-eight acres, more or less: as shown on the plan marked L. and S. 9/3648, deposited in the Head Office, Department of Lands and Survey, at Wellington, and thereon edged red (S.O. Plan 9398).

Sixteenthsly, all that area in the Canterbury Land District, being parts Reserve 4380, situated in Blocks II, VI, and VII, Skiddaw Survey District, containing eight hundred and nine acres, more or less: as shown on the plan marked L. and S. 8/8/45b, deposited in the Head Office, Department of Lands and Survey, at Wellington, and thereon edged green (S.O. Plan 9511L).

Seventeenthly, all that area in the Canterbury Land District, being part Reserve 4381, situated in Block VIII, Skiddaw Survey District, and Block V, Tekoa Survey District, containing six hundred and forty acres, more or less: as shown on the plan marked L. and S. 8/8/45c, deposited in the Head Office, Department of Lands and Survey, at Wellington, and thereon edged green (S.O. Plan 9509).

Eighteenthly, all that area in the Otago Land District, being part of the land set apart as permanent State forest land by Proclamation dated the eighteenth day of December, nineteen hundred and fifty-two, and published in the *Gazette* of the fifteenth day of January, nineteen hundred and fifty-three, at page 2, and being the land now known as Section 33 (formerly part Section 20), Block I, Woodland Survey District, containing thirty-eight acres and thirty-seven perches, more or less: as shown on the plan marked L. and S. 10/101/31, deposited in the Head Office, Department of Lands and Survey, at Wellington, and thereon edged red (S.O. Plan 12644).

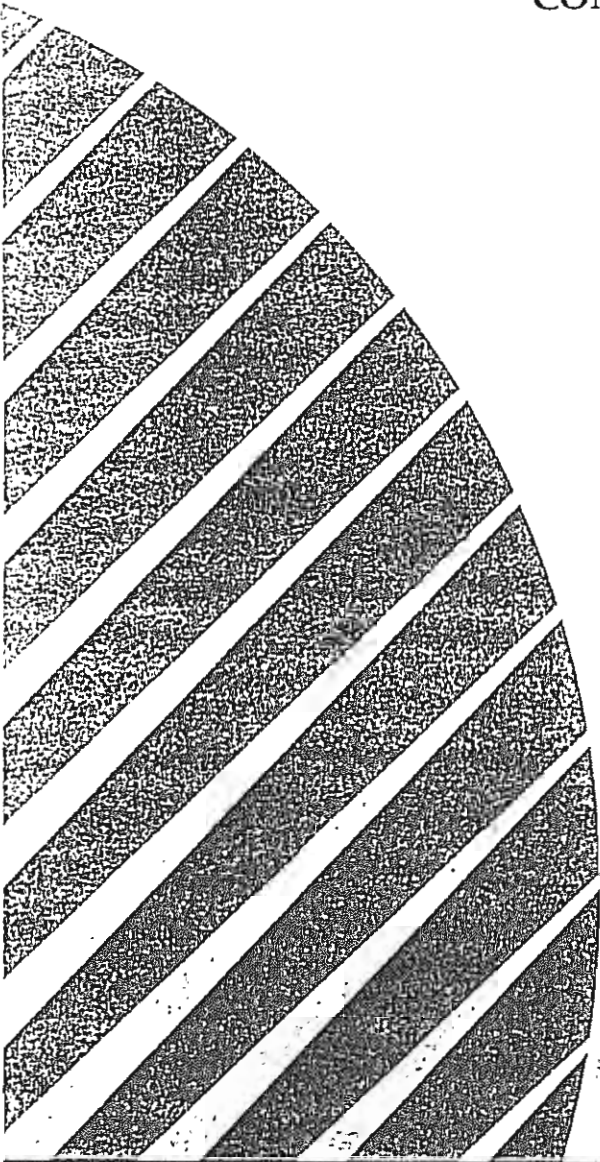
Nineteenthsly, all that area in the North Auckland Land District, being part of the land set apart as permanent State forest land by a Proclamation dated the twenty-first day of September, nineteen hundred and thirty-eight, and published in the *Gazette* of the twenty-ninth day of September of that year at page 2144, situated in Blocks II, III, VI, VII, and XI, Mangonui Survey District, containing eight thousand

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



Glenhope Tenure Review

PASTORAL LEASE STATUS CHECK
CONTRACT: 50269



*© as an accomplished work,
a creation, an achievement*

Project Number : 6NL.12770.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 Glenhope Tenure Review		LIPS Ref: 12770	
Property	1	of	1

Land District	Canterbury
Legal Description	Part Run 287 situated in Blocks XV and XVI Boyle, XIII Dillon, II III IV VII and VIII Skiddaw and I II V and VI Tekoa Survey Districts..
Area	10001.0789 hectares.
Status	Crown land subject to the Land Act 1948.
Instrument of title / lease	Pastoral Lease CL CBS29/99 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal A35145.1.
Encumbrances	Subject to: 1) Part IVA of the Conservation Act 1987. 2) 842693 Electricity Agreement pursuant to Section 50 of the Electricity Act 1968 (vide Electricity Act 1992). 3) 481762.1 Land Improvement Agreement pursuant to Section 30(3) of the Soil Conservation and Rivers Control Act 1941.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	5 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)(f) 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

Date: 17/10/2001

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


LAND STATUS REPORT for Glenhope Tenure Review				LIPS Ref 12770
Property	1	of	1	

Notes:	Please note that A117564/1 is missing but the source plan is SO 18910. Note in particular the Panel on that plan.
---------------	---

CERTIFICATION

Report to the Chief Surveyor, Christchurch, for certification of a Status Investigation for the GLENHOPE 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 **CB529/99**
Land Registration District **Canterbury**
Date Registered 26 November 1959 09:09 am

Part-Cancelled

Type	Lease under s83 Land Act 1948		
Area	10001.2000 hectares more or less	Term	thirty three years commencing on the first day of July 1959 and extended for a further 33 years commencing on 1.7.1992

Legal Description Run 287

Original Proprietors
Twin Rivers Limited

Interests

Subject to Part IV A Conservation Act 1987

801664 Variation of the term of the within Lease - 7.7.1970 at 9.55 am

842693 Electricity Agreement pursuant to Section 50 Electricity Act 1968 - 10.9.1971 at 12.18 pm

481762.1 Land Improvement Agreement pursuant to Section 30(3) Soil Conservation and Rivers Control Act 1941 - 29.3.1984 at 11.10 am

A35145.1 Renewal of the within Lease extending the term for 33 years commencing on 1.7.1992 and varying the terms therein - 2.2.1993 at 11.42 am

A345855.1 Gazette Notice declaring part herein (1211m²) marked B on SO 18652 to be road - 2.4.1998 at 1.55 pm

A384767.2 Variation of within Lease - 24.12.1998 at 12.47 pm

A384767.4 Mortgage to Bank of New Zealand - 24.12.1998 at 12.47 pm

NOT REGISTERED UNDER LAND TRANSFER ACT.

529/99

NEW ZEALAND

529/99

Entered in the Register-book, Vol. 529 fol. 99

(L. and S. B. -)

the 26th day of November

CANTERBURY

LAND DISTRICT

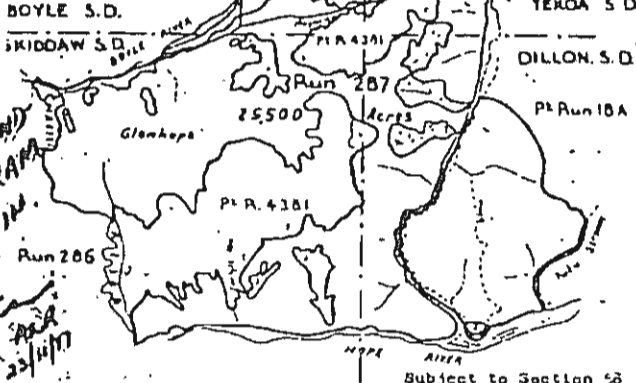
DISTRICT LAND BY PLAN No. 1000

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. F. 83

This Deed, made the first day of July, one thousand nine hundred and fifty-nine, between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor") of the one part, and JACK JOSEPH FINEGAN of the other part...

METRIC AREA: 10319.4838 ha / Area Reduced to 1997: 3627 ha / See CN A 345855



situated in the Land District of Canterbury, Plan 1000 "Otehohe" situated in Boyle, Dillon, Skiddaw and Terokia Survey Districts, Ararui 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 Lessor for the term of thirty-three years, commencing on the first day of July, one thousand nine hundred and fifty-nine, together with the period between the date of this lease and the aforesaid first day of

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 and ninety pounds (£290.0.0) 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 half-yearly instalments of shillings and pence (£ : :) on the 1st day of January and the 1st day of July in each year in the same manner as rent.

Image Quality due to Condition of Original

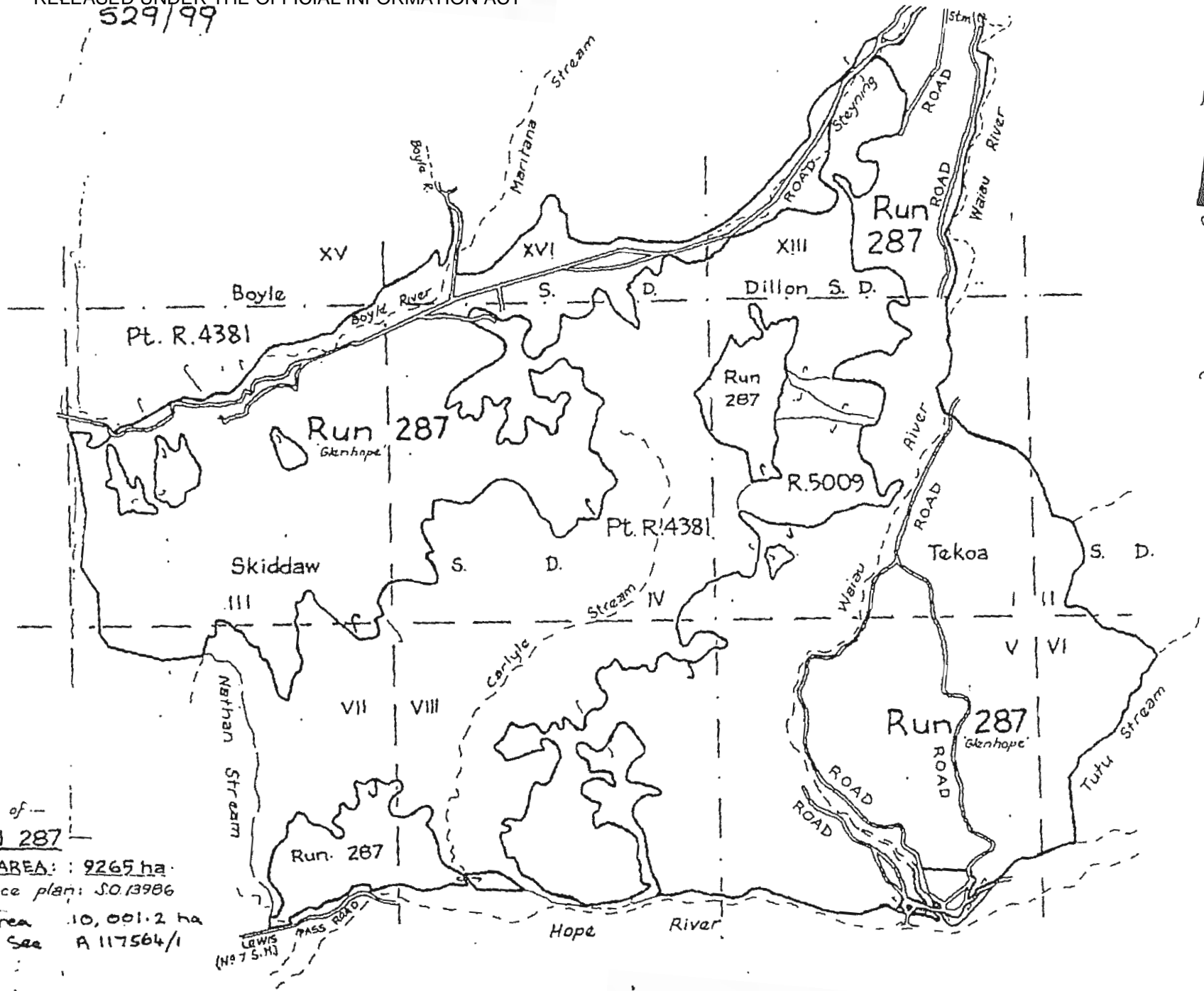
AND the Lessor doth hereby covenant with the Lessor as follows, that is to say:-

- 1. THAT the Lessor 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 Lessor 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 Lessor 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 Settlements 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 Lessor 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 Lessor 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 Lessor 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 Lessor 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 Lessor 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 Lessor) 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 Lessor will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessor) now or hereafter erected on the said land at 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 the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessor 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 a sum) 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 Lessor.
11. THAT the Lessor 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 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 Lessor'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 as situated within 20 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 minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
(c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each recurring 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 by the Commissioner under 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 the present provision for the renewal thereof and all provisions ancillary or in relation thereto.

529/99



- Plan of -

RUN 287

TOTAL AREA: 9265 ha

Ref. ce plan: SO.13986

area 10,001.2 ha

See A 117564/1

RELEASED UNDER THE OFFICIAL INFORMATION ACT

TELEGRAPHIC ADDRESS: 'LANDS'

FOR VERBAL INQUIRIES
PLEASE ASK FOR M T Nisbet

TELEPHONE No. 799 760



OUR REFERENCE: P.83

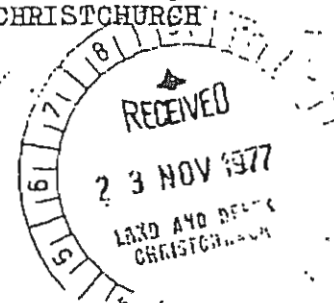
YOUR REFERENCE:

DISTRICT OFFICE

~~PO BOX~~
Private Bag
CHRISTCHURCH

22 November 1977

The District Land Registrar
Land and Deeds Registry
Private Bag
CHRISTCHURCH



REDRAWN LEASE DIAGRAM FOR 529/99

I refer to discussions with Mrs Coutts of this office and Mr Mouat of yours on 8 July 1977.

It was agreed that because of the inadequacy of the diagram attached to certificate of title 529/99 (Pastoral Lease No. P.83) a redrawn diagram presented on parchment paper would be accepted in lieu of issuing a complete new lease.

... It was suggested that you recall the outstanding copy of this lease in order to attach the enclosed diagram to it.

Would you please arrange accordingly.

E.J. Davies
Commissioner of Crown Lands

Per *[Signature]*

Encl.

- (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) Obsolete 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 as 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 clover 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, he shall not be held to be overstocked unless he has exceeded the carrying capacity of the said land during the winter months (including the winter months reserved) without the prior consent of the Commissioner, recorded in writing on a book or record of such nature as may be determined by the Commissioner.
- (7) THAT if the Lessee shall leave New Zealand or abandon the said land or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, or if he shall default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 114 of the Land Act, 1949, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or arrears due or for any other breach of any covenant or condition of the lease.
- (8) THAT these covenants are intended to take effect as a pastural lease under the Land Act, 1949, 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: [Signature]
 Occupation: Land Office
 Address: [Address]

[Signature]
 Assistant Commissioner of Crown Lands.

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

Witness: [Signature]
 Occupation: [Occupation]
 Address: [Address]

[Signature]
 Lessee.

F. 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 3000 sheep (including 1500 breeding ewes) (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafore reserved) plus 400 cattle (including not more than 220 breeding cows) but the Commissioner may, by notice in writing, permit the Lessee to depasture therein 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 241123...
 Mortgage 627511...
 Mortgage 762870...
 the Queen (under the provisions of the Marginal Land Act 1950)
 18.4.1969 at 9.37 a.m.
 the 301666 variation of the terms of within Lease 7.7.1970 at 9.55 a.m.
 Transfer 801666 to Hopefield Station District at Christchurch 7.7.1970 at 9.55 a.m.
 Mortgage 801667 to Herby...
 the Queen (under the provisions of the Marginal Land Act 1950)
 7.7.1970 at 9.55 a.m.
 DISCHARGED - 5 SE 1980*

842693 Agreement under Sect 50 of the Electricity Act, 1968
 10.9.1971 at 12.18 p.m.
 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.
[Signature] A.L.R.

No.98691/1 Certificate of Alteration whereby the area of the within land has been decreased to 9265 hectares - 22.9.1976 at 9.25a.m.

[Signature] A.L.R.
 Transfer 290450/2 to Graham James Hewett of Cheviot, Farmer and Marion Janet Hewett his wife - 4.9.1980 at 9.17 am.

for A.L.R.
 Mortgage 290450/3 to National Bank of New Zealand 4.9.1980 at 9.17 am.
 for A.L.R.

LAND'S OFFICE
26 NOV 1959
7.7.1970
2-1159
1895

Mortgage 292970/1 to the Commercial Union Limited - 22-9-1980 at 10.18am

DISCHARGED 26 OCT 1988
[Signature]

for A.L.R.

Mortgage 333699/2 to the Commercial Union Limited - 8.7.1981 at 9.19am

DISCHARGED 5 OCT 1988
[Signature]

for A.L.R.

No. 333699/3 Memorandum of Priority making Mortgages 333699/2, 290450/3 and 292970/1 first, second and third mortgages respectively - 8.7.1981 at 9.20 a.m.

[Signature]
for A.L.R.

Mortgage 368222/1 to the Rural Banking and Finance Corporation - 11.12.1982 at 11.12 am

DISCHARGED 26 OCT 1988
[Signature]

for A.L.R.

Mortgage 368222/2 to the Rural Banking and Finance Corporation - 11.12.1982 at 11.12 am

DISCHARGED 26 OCT 1988
[Signature]

for A.L.R.

No. 368222/3 Memorandum of Priority making mortgages 333699/2, 292970/1, 368222/1, 368222/2 and 290450/3 as first, second, third, fourth and fifth mortgages respectively - 15.2.1982 at 11.12 am

[Signature]
for A.L.R.

Mortgage 368222/4 to the Rural Banking and Finance Corporation - 11.12.1982 at 11.12 am

DISCHARGED 14 SEP 1987
[Signature]

for A.L.R.

Variation of Mortgage 368222/1 - 21.1.1983 at 11.02 am

DISCHARGED
[Signature]

for A.L.R.

Variation of Mortgage 368222/1 - 9.2.1984 at 10.41 am

DISCHARGED
[Signature]

for A.L.R.

No. 481762/1 Land Improvement Agreement under Section 30 (3) of the Soil Conservation and Rivers Control Act 1941 - 29.3.1984 at 11.10 a.m.

[Signature]
for A.L.R.

Variation of Mortgage 368222/2 - 10.8.1984 at 11.52am

DISCHARGED
[Signature]

for A.L.R.

Variation of Mortgage 333699/2 - 10.8.1984 at 11.52am

DISCHARGED
[Signature]

for A.L.R.

Variation of Mortgage 333699/2 - 16.9.1987 at 11.30am

DISCHARGED
[Signature]

for A.L.R.

Mortgage 745272/1 to the Rural Banking and Finance Corporation of New Zealand - 9.6.1988 at 9.20am

DISCHARGED 26 OCT 1988
[Signature]

for A.L.R.

No. 745272/2 Memorandum of Priority making Mortgages 745272/1 and 290450/3 fifth and sixth mortgages respectively - 9.6.1988 at 9.39am

[Signature]
for A.L.R.

Transfer 840618/1 to Graham James Hewett of Cheviot, Farmer and Marion Janet Hewett his wife as tenants in common in equal shares - 29.11.1989 at 11.51am

[Signature]

No. A35145/1 Variation of the within lease extending the term for 33 years commencing on 1.7.1992 and varying the terms therein - 2.2.1993 at 11.42am

Unsettled 21.2.89
[Signature]

for A.L.R.

Transfer A53489/3 to Roderick Hugh Hendry Milne and Charlotte Patricia Milne both of Kaikoura, Farmers - 27.5.1993 at 12.00pm

DISCHARGED 27 OCT 1993
[Signature]

for A.L.R.

Mortgage A53489/4 to Trust Bank Canterbury Limited - 27.5.1993 at 12.00pm

for A.L.R.

No. A117564/1 pursuant to Section 113 of the Land Act 1948 whereby the within area is increased to 10,001.2 hectares - 13.6.1994 at 11.59am

[Signature]
for A.L.R.

over (back of first sheet)

529/99 (page 4)

J9692.1 Compensation Certificate under
Section 19 Public Works Act 1981 by Crown
Property Services
29.7.1997 at 10.33

[Signature]
for DLR

A345855.1 Gazette Notice declaring part
herein (1211m²) marked B on SO 18652 to be
road
2.4.1998 at 1.55

[Signature]
for DLR

A384767.2 Variation of within Lease

A384767.3 Transfer to Twin Rivers Limited

A384767.4 Mortgage to Bank of New Zealand

all 24.12.1998 at 12.47

[Signature]
for DLR

Subject to-Part IVA Conservation Act 1987
- 2.2.1993 at 11.42am

The above memorial was added pursuant to
Section 80 Land Transfer Act 1952 -
31.3.2000 at 9.00

[Signature]
for RGL

[Handwritten signature]

HER MAJESTY THE QUEEN

Lessor

Solicitor for Lessor

GRAHAM JAMES HEWETT

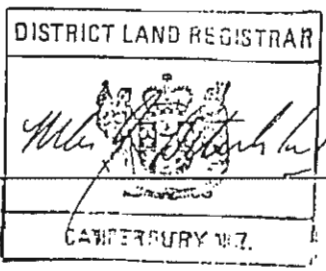
Lessee

AND MARION JANET HEWETT

Lessee

Particulars entered in the Register on

Date and at the time recorded below



District Assistant Land Registrar

PAPER (37) Present
GRANTING
INDUCTION



REGISTER
11.42 02.FEB93 A 035145
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST. LAND REGISTRAR

[Handwritten notes:]
No... of the
... by the
... on
... and very... the
... dot

Land Corporation Limited
CHRISTCHURCH

IN THE MATTER

of the Land Transfer Act 1952 and the Land Act 1948

AND

IN THE MATTER

of Pastoral Lease No 83, registered in Volume 529, Folio 99, Canterbury Land Registry, from HER MAJESTY THE QUEEN to GRAHAM JAMES HEWETT of Cheviot, Farmer and MARION JANET HEWETT his wife as tenants in common in equal share

15/ Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 529, folio 99, Canterbury Land Registry, is renewed for a term of 33 years commencing on the 1st day of July 1992. 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 Land Corporation Limited ^{as agent for the Crown} at Christchurch the annual rent of \$2,550.00 (exclusive of GST) calculated on a Rental value of \$170,000.00 (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.

Subject to Part IV A of Conservation Act 1987 as shown on Survey Office Plan 18910.

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 2nd day of NOVEMBER 1992.

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

[Signature]

WITNESS: [Signature]
OCCUPATION: Pastoral Administration Officer
Department of Survey and Land Information
ADDRESS: Wellington

SIGNED by the said GRAHAM JAMES HEWETT and MARION JANET HEWETT as Lessees in the presence of:

[Signature]
Lessee
[Signature]
Lessee

WITNESS: [Signature]
OCCUPATION: [Signature]
ADDRESS: [Signature]

(New Zealand)

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 authorized officer.

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

being the authorised officer (within the meaning ascribed to that term by

(3) Here insert full name of the Power Board.

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 ~~situated 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 ~~situated in land~~ under Section 50 of the said Act.

DATED the 7th day of September 19 71

SIGNED by the said DOUGLAS.....

WILSON HARRIS

D.W. Harris

as authorised officer in the presence of

S. C. Smith
C.C. Smith
Accountant
P.O. Box 104, Rangiora

FIRST SCHEDULE

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

(4) **FIRSTLY** an estate in leasehold in all those pieces of land situated in the Boyle Dillon Skiddaw and Tekoa Survey Districts containing 25500 acres more or less being Run 287 "Glenhope" and being all the land comprised and described in Pastoral lease P83 registered in Volume 529 folio 99 subject to mortgage 801667 and **SECONDLY** an estate in fee simple in all those pieces of land containing together 76 acres 1 rood 25 perches and being Section 2 Block V Tekoa District-part Section 14 Square 104 and part Section 5 Square 112 being all the land comprised and described in Certificates of Title Volume 11 folio 245 and Volume 716 folio 14 both subject to mortgage No. 801668

Amun 11/245
716/14
75-0-26
1-0-39
76-0-25

Amun

SECOND SCHEDULE

ELECTRICITY AGREEMENT

AN AGREEMENT made this 7th day of September One thousand nine hundred and seventy one (19) 71

BETWEEN THE NORTH CANTERBURY ELECTRIC POWER BOARD

an Electrical Supply Authority duly licensed under the Electricity Act 1968 and having its principal office at Rangiora (hereinafter together with its successors and assigns referred to as "the Board") of the one part

AND HOPEFIELD STATION LIMITED a duly incorporated Company having its registered office at Christchurch

(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");

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 1967 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 abovenamed 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 abovenamed as "Consumer" each shall be jointly and severally liable hereunder;
(b) "the Regulations" means the Electrical Supply Regulations, 1967;
(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 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 aforesaid 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 \$ 500.00 (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 anniversary of such 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.

842693

168

No.

Solicitor for the purposes of the Land Transfer Act

APPLICATION TO REGISTER ELECTRICITY AGREEMENT

Solicitor for the Power Board

over land

situated in

Consumer.

Power Board.

Particulars entered in the Register Book, 529/99

Vol. 7.16

Folio 14 and on

10 SEP 1971

T. 11/245 (Amend)

the day of

21F/1292 19

at 12 18 o'clock.



Land Registrar

of the District of CANTERBURY

NO 9891/11 CERTIFICATE OF ALTERATION
WHEREBY THE AREA OF THE WITHIN
LAND HAS BEEN DECREASED TO
9265 HECTARES. 22-9-1976 AT
9.25 A.M.

Handwritten signature

LAND & ESTATE
No. 10 SEP 1971
File No. 12-18 pm
Abstract No. 6581

HELMORE, SMITH, VAN ASCH & BOWRON
SOLICITORS
RANGIORA.