



W. J. P. Deputy Registrar-General

Crown Lease

PASTORAL No. 2509

A. Pursuant to the Pastoral Act 1936-1968 as amended

Her Majesty the Queen doth hereby lease to PHILLIP KEITH PATTERSON and VIVIEN PATTERSON both care of Private Mail

Bag 83 Farina 5710 Graziers

their

- delivered to the Minister of Lands.*
- A.* his Executors Administrators and Assigns (all of whom are hereinafter included in the term "lessee") for pastoral purposes all that land containing approximately two hundred and twenty eight (228) square kilometres
- A.* ~~squares miles or thereabouts~~ and situate and being Block 886 and Sections numbered 277 1045 1058 and 1111 OUT OF HUNDREDS (COFLEY) known as "Farina"
- A.* as the same is delineated in the public maps deposited in the Department of Lands at the Land Office in the City of Adelaide and in the plan annexed hereto (hereinafter called "the land") to be held by the lessee commencing on the tenth day of July one thousand nine hundred and eighty one until and including the ninth day of July two thousand and twenty three at the yearly rent of three hundred and thirty eight dollars (\$338-00)

for the first period of seven years to be paid in advance on the tenth day of July in each year the rent for the succeeding periods of the term of the lease to be fixed by the Pastoral Board and subject to the reservations covenants and conditions stated below and to such further reservations covenants and conditions as may be implied by law

RESERVATIONS

1. EXCEPT AND RESERVED out of this lease all gold silver copper tin and other metals all ores and other substances containing metals all minerals and all gems and precious stones coal and mineral oils live and dead timber stone and sand upon in or under the said land to Her Majesty the Queen Her Heirs and Successors and all persons lawfully claiming under or authorized by her or them PROVIDED that the lessee may fell cut down and remove any dead timber stone and sand required for improvements to be constructed or firewood to be used for domestic use upon the land AND the Governor and The Minister of Lands (hereinafter called "the Minister") and all persons lawfully claiming under or authorized by them or either of them shall have all necessary rights of access search procuration and removal of all or any of the said excepted and reserved things and all incidental rights and powers and may sink bores and wells and construct dams reservoirs and embankments for the purpose of finding or conserving water AND ALSO reserved to the Governor and all persons authorized by him or other lawful authority the right at any time or from time to time with all necessary vehicles implements and things to enter upon the land and to come and go for the purpose of laying out and making fit for and devoting to the public use any existing new or additional roads ways and paths AND ALSO reserved to Aboriginal Inhabitants of the said State and their descendants full and free right of access into upon over and from the said land except such parts as improvements have been erected upon and in and to the springs and surface waters thereon and to make and erect wurlies and other native dwellings and to take and use for food birds and animals *ferae naturae* as if this lease had not been made AND ALSO reserved to all persons the rights of using all and every the roads paths and ways heretofore made and used by them or hereafter to be made and dedicated to the public use AND ALSO of crossing the said land with travelling stock subject to the provisions of any Act regulating travelling stock

COVENANTS

2. The Lessee must—

- i. Pay the said rent annually in advance PROVIDED that a penalty of Ten Dollars per centum per annum may be added to any rent in arrear
- A.* ii. Pay any amounts due or becoming due on account of ~~wire netting vermin rates wild dog rates and dog fence rates~~ charges under the Vertebrate Pests Act 1975 as amended
- A.* iii. Stock the land with sheep cattle or sheep and cattle combined so that for every square ~~metre~~ ^{kilometre} there shall be ~~one~~ ^{ten} head of sheep or one head of cattle and during the term of the lease keep the land so stocked and when required furnish the Minister and the Pastoral Board with true particulars of the number of such stock PROVIDED that the number of stock shall not at any time during the term of the lease without the consent in writing of the Minister exceed 520 head of cattle or the equivalent number in sheep or sheep and cattle combined
- A.* iv. Comply with any notice in writing from the Minister to reduce the number of stock within the time specified in such notice and comply with any other restrictions specified in the notice
- A.* v. Forthwith commence to destroy and during the term of the lease use reasonable means to keep the land free from ~~vermin~~ ^{vertebrate pests} to the satisfaction of the Minister or the Pastoral Board
- vi. Make and furnish all such statements and returns as are required by any Act rule or regulation for the time being in force
- vii. Comply with and observe the Regulations for the time being in force under the said Pastoral Act or any amendment thereof
- viii. Expend in improvements on the land by the end of the fifth year of the term of the lease not less than twenty ~~dollars per square mile~~ ^{kilometre} and by the end of the thirteenth year not less than thirty two ~~dollars per square mile~~ ^{kilometre} and by the end of the twenty-first year not less than forty eight ~~dollars per square mile~~ ^{kilometre} and maintain such improvements ~~(which include those effected pursuant to Covenant 2 ix. hereof)~~ in good order and condition during the term of the lease PROVIDED that in each of the first five years of the term of the lease approximately one-fifth of the total amount to be spent by the end of the fifth year must be expended PROVIDED that any improvements on the land at the commencement of this lease shall be deemed to be improvements hereby required to be made and the value thereof shall be taken into account in estimating the amount hereby agreed to be expended PROVIDED ALSO that such amount expended on improvements shall not include any money advanced by any body or person on behalf of the Crown for ~~vermin~~ ^{proof or dog proof fencing and expended for that purpose}



By command,

Robert
Registrar, Land Office
Director of Lands

Certified correct,

D.L., 2705/61
Term 42 years
Allotted
Act 1936-1968 as amended

ix. Effect the undermentioned improvements on the land within the time specified:

PROVIDED that the amounts expended on the improvements which the lessee is obliged to effect pursuant to this covenant shall not together with the amounts expended in pursuance of Covenant 2 viii. exceed in all the amounts required to be expended by the end of the fifth thirteenth and twenty-first years pursuant to Covenant 2 viii. hereof

- x. Permit the Minister the Land Board and the Pastoral Board and his or their agents at all times to enter and view the state and condition of the land and of the improvements thereon and of any defects decays and wants of reparation and within six months next following written notice given by the Minister or left upon the land requiring him to do so repair and amend the same accordingly
- xi. Permit the owner of any mining claim situated on the land and the holder of any mining lease or licence of the whole or any portion of the land under any law in force for the time being relating to mining with or without workmen full and free liberty of access ingress egress and regress into upon and from the land comprised in such claim lease or licence using however as far as reasonably can be any public roads paths and ways
- xii. If required by the Minister permit the owner of a gold or mineral claim pegged out on the land pursuant to the Mining Act 1971 as amended quantity of water for mining and domestic purposes from any well or dam on payment of reasonable compensation **PROVIDED** that the quantity of water so taken shall not be such as to deprive the lessee of the quantity of water necessary for stock domestic and general station purposes
- xiii. Supply water to stock travelling through the land at the rate of twenty-five cents for each 200 sheep and one dollar for each 100 cattle **PROVIDED** that the lessee may determine from what water supply the water is to be taken and such water supply shall not necessarily be that nearest to the most direct route through the land if the water supply is reasonably accessible to such stock

in respect of any part of the land

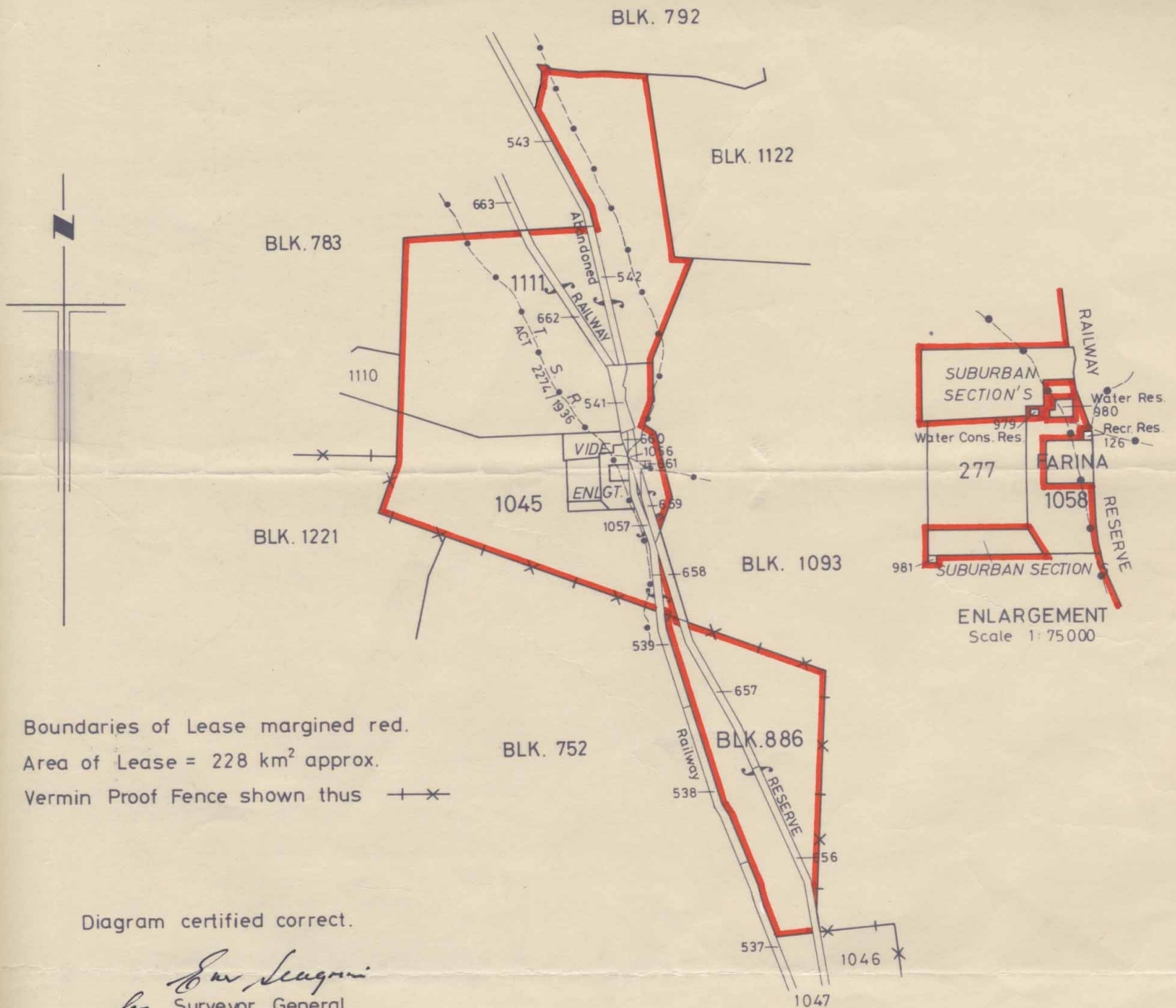
And the Lessee must not—

- xiv. Assign or sublet the whole or any part of the land without the consent of the Minister **PROVIDED** that the Minister shall not consent to an assignment or subletting of the whole of the land during the first five years of the term unless it is proved to his satisfaction that a refusal of consent would cause severe hardship **ALSO** the Minister shall not during the first ten years of the term consent to any assignment or subletting giving effect to a subdivision of the land into two or more parts unless it is proved to his satisfaction that a refusal of consent would cause great hardship **ALSO** the Minister shall not at any time consent to any assignment or subletting giving effect to a subdivision of the land into two or more parts unless plans of the proposed subdivision have first been submitted to and approved by him and he is satisfied that the subdivision is such as would enable the best use to be made of all improvements water and grazing areas Subject to the preceding paragraphs of this proviso the Minister shall not capriciously withhold his consent to any assignment or subletting
- xv. At any time during the term of the lease overstock the land or any part thereof or keep thereon any excessive number of sheep cattle horses or other stock which in the opinion of the Minister or the Pastoral Board would have the effect of depreciating the ordinary capacity of the land for depasturing stock

PLAN of portion of CROWN LANDS

referred to in
ANNEXED LEASE
No 2509

Sections 277, 1045, 1058, 1111 and
Block 886



Boundaries of Lease margined red.

Area of Lease = 228 km² approx.

Vermin Proof Fence shown thus — x —

Diagram certified correct.

for *San Leagani*
Surveyor General.
21. 1. 82.



V.P.
PKP
et

DL.1146/1981



PLATE 1
of
SOUTH AFRICA

THE SOUTH AFRICAN



THE SOUTH AFRICAN
1911

COVENANTS—continued

- xvi. Erect nor suffer the erection of any brush fence upon the land
- xvii. Cut any timber on the land during the term of the lease without the licence in writing of the Minister **PROVIDED** that the lessee may without a licence cut dead timber for making improvements on the land or for firewood for his own domestic use
- xviii. Obstruct or interfere with any public roads paths or ways or the use thereof by any person
- xix. Use any of the land for agriculture without the consent of the Minister first having been obtained **PROVIDED** that if such consent is given the Minister may revalue the rent of any land so used
- xx. Construct maintain enlarge or deepen any artesian bore on the land without licence of the Minister

CONDITIONS

- 3. The lessee shall not be entitled to possession of the land until he shall have paid the first year's rent and fees and paid or arranged for payment of the price for the improvements (if any)
- 4. The Minister may cancel this lease in the following cases subject to the provisions of the said Pastoral Act or any amendment thereof—
 - i. If the rent reserved shall be in arrear for more than three calendar months after the same becomes due
 - ii. If there has been a breach or non-performance of any of the lessee's covenants or conditions
- 5. If any part of the land is or becomes bounded by a part of the dog fence as defined in the ~~Dog Fence Act 1945-1961~~ ^{Pastoral Act 1975 as amended} or any amendment thereof such part of the dog fence shall be maintained by the lessee in dog-proof condition throughout the currency of the lease
- 6. i. If during the term of the lease any railways water-works reservoirs or other works of a public nature shall be executed by the Government of the said State on or in the vicinity of the land and by reason thereof the value of the land shall in the opinion of the Minister be enhanced the Minister may direct the Pastoral Board to make a re-valuation of the land and the Minister shall thereupon serve notice of any increased rent upon the lessee **PROVIDED** that no such re-valuation shall be retrospective or made within five years after the commencement of the lease
 - ii. During the first six months of the last year of each seven year period of the term of the lease the Pastoral Board shall make a re-valuation of the land and the Minister shall forthwith serve upon the lessee notice in writing of the rent to be paid during the succeeding period of the said term and such rent shall be paid by the lessee from the date specified in such notice as the date from which such rent is payable **PROVIDED** that the rent so fixed shall be not more than fifty per cent above or below the rent payable during the last year of the period in which the re-valuation is made.
- 7. The lessee may within three months after service upon him of a notice of re-valuation as provided in Condition 6 hereof by notice in writing request that the rent fixed on that re-valuation be reconsidered and thereupon the Pastoral Board shall fix the rent and give notice in writing to the lessee of its decision. If the lessee is dissatisfied with the rent as so fixed he may within three months after receiving notice of the Board's decision give the Minister notice that he requires the rent to be fixed by arbitrators and thereupon the matter shall be decided by arbitration
- 8. It is expressly agreed that the land or any part thereof may be resumed pursuant to and subject to the provisions of the said Pastoral Act or any amendment thereof and on any such resumption the lessee shall be entitled to receive compensation as and subject to the provisions therein contained **PROVIDED** that if any of the land is resumed the rent reserved shall thereafter be reduced by an amount which bears the same proportion thereto as the quantity of land resumed bears to the total area of the land hereby demised **PROVIDED ALSO** that no reduction of rent shall be made for any resumption of half an acre or less but that for every resumption of a greater fractional part than half an acre the rent shall be reduced at the rate of one mile no period under half a year shall be taken into account and any period exceeding half a year shall be reckoned a whole year
- 9. Subject to the provisions of the said Pastoral Act or any amendment thereof at the expiration of the term hereby granted the lessee shall be entitled to receive from the incoming lessee the value to be determined as provided by the said Pastoral Act or any amendment thereof of all improvements made or purchased by him existing upon such portions of the land as may be comprised in the new lease **PROVIDED** that no valuation shall be made of any improvements and no payment shall be made in respect of any improvement and no improvements shall be considered unless the lessee prior to their construction has given written notice to the Minister stating the nature and position and probable cost and date of completion thereof and the Minister has consented to the making thereof and the lessee after completion thereof has furnished to the Minister a statement showing the details of the actual cost of such improvements. The preceding proviso shall not apply to any improvements under the value of \$50.00 nor to any improvements consisting of wells reservoirs tanks or dams of a permanent character available for the use of cattle or sheep and which increase the carrying capacity of the land leased or substantial buildings, ~~residence~~ ^{residence} proof or other fences or huts or sheds erected for residence shearing or other purposes usually required for or in connection with keeping livestock which the board certifies are useful and were made for the purpose of improving the land for pastoral purposes or for increasing the carrying capacity thereof and will have such effect

IN WITNESS whereof the Public Seal of the State of South Australia and the hand and seal of the said lessee were hereunto set the
eleventh day of February 1982

Signed sealed and delivered by the abovenamed lessee in the presence of—

[Signature]

N. Patterson

P. K. Patterson



74863 708

74863 709

OVER

TRANSFER No. 4863708 To
Michael John Brazel Peter Daniel Brazel
and Patrick Sean Brazel all of dyndhurst
5732 Graziers
OF THE WITHIN LAND. PRODUCED 19.3.1992 at 11:20am
as tenants in common

MORTGAGE No. 4863709
TO THE STATE BANK OF SOUTH AUSTRALIA
PRODUCED 19.3.1992 AT 11:20am
INCLUDING OTHER LAND

CERTIFICATE No. 6632636 OF THE MINISTER OF
LANDS THAT ON REVALUATION OF THE WITHIN LEASE
No. 2509 THE RENT HAS BEEN FIXED AT
\$507.00 PER ANNUM FROM 10.7.1988
PRODUCED 8.7.1988 AT 16:00

P/R 6950937
THE WITHIN LAND IS DISCHARGED FROM MORTGAGE
No. 4968709 VIDE 6908229
PRODUCED 30.4.1990 AT 15:10

TRANSFER No. 6908230 To
Kenneth Norman Clarke and Georgea Rae
Clarke both of Box 199 Leigh Creek 5731
OF THE WITHIN LAND PRODUCED 30.4.1990 AT 15:10

MORTGAGE No. 6908231 TO
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
PRODUCED 30.4.1990 AT 15:10

CERTIFICATE OF ALTERATION 7046627 of The Minister of Lands
whereby pursuant to the provisions of the Pastoral Land
Management and Conservation Act 1989 the term of the within
lease has been varied so as to commence on 7.3.1990
for a period of 42 years the conditions including
covenants and reservations remain unaltered with the
following exceptions
1. The rent payable under the lease will be an amount
determined annually by the Valuer-General subject to
the provisions of Section 23 of the above mentioned Act
and payable annually in arrears each year on a date to be
fixed by the Pastoral Board
2. No species of animal other than sheep or beef cattle
can be pastured in the land contained in the within lease
as part of the commercial enterprise under the said lease
without the prior approval of the Pastoral Board
3. The reservations relating to aboriginal persons and
access to the land are revoked
Produced 22.1.1991 at 16:00

(Dup. C.T. not prod)
PROD AG 28.2.1992

THE WITHIN LAND IS DISCHARGED FROM MORTGAGE
No 6908231 VIDE 7202885
PRODUCED 15.11.1991 AT 15:00

TRANSFER No. 7202886 To
Kevin Wayne Dawes and Anne Margaret
Gould Dawes both of Mulcooing
Station via Marree 5733
OF THE WITHIN LAND PRODUCED 15.11.1991 AT 15:00

MORTGAGE 7202887 TO
AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
PRODUCED 15.11.1991 AT 15:00

MORTGAGE No. 7202888 TO
Kenneth Norman Clarke and Georgea Rae
Clarke
PRODUCED 15.11.1991 AT 15:00

DISCHARGE OF MORTGAGE 7202888
VIDE 768578 PRODUCED 5.8.1994 AT 11:05

PARTIAL SURRENDER No. T715908 PORTION
OF THE WITHIN LAND (LOT 210 DP 35812)
3 SURRENDERED AS REGARDS 2250 ha. AND THE
AREA OF THE WITHIN LEASE REDUCED TO approximately
227 km²
AND THE ANNUAL RENT REDUCED TO
FROM 18.8.1994 PRODUCED 18.8.1994 AT 15:30
and the balance of the land is now
sections 271, 1045 & 1058 Out of Hundreds (copy)
section 1111 Out of Hundreds (copy)
and Marree) and that Lot comprising
the pieces 113 & 114 DP 35812

Certificate T715909 of minister for the
Environment and Natural Resources whereby
two parcels of land being firstly section
979 containing approximately 1560m² and
secondly section 980 containing 9631 hectares
both situate in Out of Hundreds (copy)
are hereby included in the within lease
and the area of the lease is now
approximately 227 km² Produced 18.8.1994
at 15:30

Certificate 9130815 of Minister for Primary Industries
and Resources whereby the maximum stocking rate is to
remain at 520 cattle or 2600 sheep or the equivalent
number of sheep and cattle combined. The term of the
within lease has been extended for 42 years and expiring
on 30.4.2043. Produced 29.6.2001 at 16:00



Section 1111 in this Crown Lease is
REDESIGNATED
as ALLOTMENT COMPRISING PIECES 75, 76 and 77
in FILED PLAN 251657

CANCELLED
CONVERTED TO A COMPUTERISED
CROWN LEASE





[Faint, mostly illegible text covering the majority of the page, likely representing the body of the covenants.]

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