

Crown Pastoral Land Tenure Review

Lease name : THE HOMESTEAD

Lease number : PO 125

Due diligence report (including status report) - Pt 3

This report and attachments results from a pre tenure review assessment of the pastoral lease for the purpose of confirming land available for tenure review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a status report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

The report attached is released under the Official Information Act 1982.

September 04

ATTACHMENT 2:

Land Improvement Agreement – Memorial 878065

818065/2
as to CST 80/405, 406,
58/383 and 10A/257- 15.3.19
at 10:05am *Raven*

AJR

FILE COPY



Raven
AJR

MAR 15 10 44 AM '92

80/405
58/383
10A/257
80/406
386/14

572099

MWP_0013275



572099

IN THE MATTER of the Soil Conservation and Rivers Control Act 1941 and

IN THE MATTER of Agreement No. 572099 (Otago Registry)

The OTAGO REGIONAL COUNCIL (formerly Otago Catchment Board) hereinafter called "the Council" being registered as proprietor of an estate or interest as Grantor under and by virtue of Agreement No. 572099 (Otago Registry) BETWEEN does hereby DISCHARGE from the said agreement ALL THAT parcel of land situated in the Otago Land District described in the schedule hereto BUT WITHOUT PREJUDICE to its rights powers and remedies otherwise under or in respect of the said Agreement.

THE SCHEDULE

CT	Legal Description	Area
8D/405	Lot 1 Deposited Plan 17543 being Part Section 9 Block IV Upper Taieri Survey District	9.9935 ha
8D/406	Block X and part Section 9 Sections 1 and 20 Upper Taieri Survey District	137.8483 ha
5B/383	part Section 23 and Section 15, Block VI Sections 21-22, 25 Block X Upper Taieri Survey District and Section 4 SO Plan 21584	1704.3599 ha
10A/257	Sections 3, 8, 9, 10 Block II Upper Taieri Survey District	514.5300 ha

Dated at Dunedin this 10 day of October 1994

Signed by Russell Wayne Scott Director of Corporate Services For and on behalf of

The OTAGO REGIONAL COUNCIL

in the presence of

Witness: [Signature]

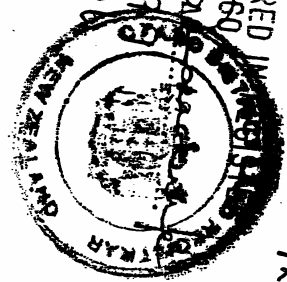
Address: 37 Corfield Avenue, Dunedin

Occupation: Administrator Office

lkl sl2 d572099

10.05 15.MAR95
 PARTICULARS ENTERED
 LAND REGISTRY OTAGO
 ASST. LAND REGISTRAR
 PDM
 878065 / 2
 1

A9 512093
 86/405140
 SB/383
 10A/257



OTAGO CATCHMENT BOARD

THIS AGREEMENT made the 19th day of October 1981

BETWEEN the OTAGO CATCHMENT BOARD duly constituted under the Soil Conservation and Rivers Control Act 1941 (hereinafter called "the Board") of the one part and ROBERT IAN BEATTIE and JOHN ROBERT BEATTIE of PATEAROA and NEVILLE STANLEY MARQUET and ATHERTON ANDERSON of DUNEDIN (hereinafter with their executors, administrators and assigns called "the Owner") of the other part

WHEREAS the Owner is the owner/lessee of that parcel of land described in the First Schedule hereto (hereinafter referred to as "the said land")

AND WHEREAS it has been agreed by and between the Owner and the Board that certain works described in the Conservation Plan set out in the Second Schedule hereto (hereinafter called "the works") be carried out for the control of erosion and the conservation of the soil on the said land and also to facilitate greater production on the said land

AND WHEREAS the Board has agreed pursuant to Section 30 of the Soil Conservation and Rivers Control Act 1941 to make certain grants by way of subsidy to the Owner in respect of the works.

AND WHEREAS the parties hereto desire to enter into a Land Improvement Agreement under subsection (3) of Section 30 and under Section 30A of the Soil Conservation and Rivers Control Act 1941

AND WHEREAS the terms of this Agreement as hereinafter set out have been approved by the Soil Conservation and Rivers Control Council

NOW THEREFORE the parties hereto do hereby covenant and agree one with the other as follows:

1. IN consideration of the premises and of the covenants hereinafter contained and on the part of the Board to be observed and performed the owner will during the next five years carry out the

29 B.
Coff
PRB

M.V.

works in accordance with the Conservation Plan and the Specificati described therein.

2. IN consideration of the premises and of the covenants hereinafter contained and on the part of the Owner to be observed and performed the Board will at its own expense subsidise the work carried out by the Owner in accordance with the Conservation Plan set outin the Second Schedule hereto and according to the Specifications therein in the proportions described in the aforementioned Conservation Plan.

3. UPON completion of any item of work referred to in the Second Schedule to the satisfaction of the Board the Board shall pay to the Owner the subsidy shown therein as payable in respect of that item.

4. THE Owner shall keep and maintain in good condition to the satisfaction of the Board the works and the areas affected by the Conservation Plan, and shall adopt such grazing management practice as specified by the Board, for a period of 10 years after completio of the works, and should some of the works consist of tree planting then he will not for the same period cut down any trees so planted except with the prior consent of the Board.

5. THE Owner shall when required supply all necessary information and data to the Board to enable it to compile grazing and productio records of the said land as a means of evaluating the benefit deriv from the Conservation Plan.

6. IT is agreed by the parties hereto that the Conservation Plan may be modified from time to time by agreement in writing between the parties.

7. THE Board shall and will during the term of this Agreement which shall continue for 10 years after completion of the works provide the technical advice and assistance of its Soil Conservator and other officers in connection with the Conservation Plan.

? J B
OCT
PRB
42

8. THE Owner shall and will grant full power and authority to the Board, its Soil Conservators, Surveyors, Engineers, Employees, Workmen, Agents, Servants and Invitees with or without horses, carts, motor cars, trucks and other vehicles from time to time and at all times during the period of this Agreement to enter and remain upon such portions of the said land as may be necessary for the purpose of inspecting the progress and observing the results of the works and measures specified in the Conservation Plan or of carrying out any tests, surveys, bores or other works in connection with the Conservation Plan.

9. IF the Owner shall make default in the observance or performance of any covenant on his part hereinbefore contained and such default shall continue for a period of fourteen days after written notice thereof has been served on the Owner by the Board setting out the nature of such default and requiring the Owner to remedy the same then the Owner shall within seven days of demand being made on him by the Board pay to the Board the amount expended by the Board on the works up to the date of such default and such amount shall be recoverable by the Board in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

10. IT is hereby agreed by and between the parties that this Agreement is a Land Improvement Agreement under subsection (3) of Section 30 of the Soil Conservation and Rivers Control Act 1941 and that all the provisions of Section 30A of that Act shall apply to this Agreement.

11. IN consideration of the premises and of the covenants hereinafter contained and on the part of the Board to be observed and performed the owner shall within two years of providing

23B
ORB
y.

3(a)

128 hectares of offsite grazing by aerial topdressing and
oversowing and forthwith after the completion of the Retirement
Fencing as specified in Soil and Water Conservation Plan 166/2
remove all stock from the land described in the Third Schedule
hereto and shall not cause allow or permit stock to be grazed
on such land during the period of 99 years commencing from the
date of this agreement provided that this clause shall not
preclude the Board from granting consent for emergency grazing
on the said land over such period and in accordance with such
conditions as the Board may from time to time determine.

[Handwritten signature]
R.B.
QRB
7.47.

THE FIRST SCHEDULE

		<u>Area</u>
8D/405	Part Sec.	
C.T. 73/180	Sec 9, Blk IV, Upper Taieri S.D.	9.9935
(R.I. Beattie)	Freehold	18.3424
J.R. 8D/406	1 and 20 and part Sec. 9. Block X	
C.T. 80/171	Secs 1-20, Blk X, Upper Taieri S.D.	137.8483
(R.I. Beattie)	Freehold	129.4994
C.T. 5B/383	Sec. 15, Blk VI, Secs 21-23, 25, Blk X,	
(N.S. Marquet & A. Anderson)	Upper Taieri S.D. D.P.L.	1707.0399
C.T. 386/4	Run 248K, Upper Taieri S.D.	
(J.R. Beattie)	Pastoral Lease	3466.1325
C.T. 100/64	Secs 3, 8, 9, 10, Blk II, Upper Taieri S.D.	
(J.R. Beattie)	Freehold	514.5300
		<u>5835.5442</u>

THE SECOND SCHEDULE

	<u>Est. Cost & Service Charge</u>	<u>Subsidy Rate</u>	<u>Gross Subsidy</u>
6.26km Cattleproofing @ \$1,300/ha	10,580	1:1	5,291
3.39km Windbreaks @ \$2,600/km	11,458	2:1	7,639
1.6km E.C. Fencing @ \$2,500/km	5,200	1:1	2,600
5.7km Firebreak Access Tracks @ \$550/km	4,076	1:1	2,038
61ha on-site AOS & TD @ \$40/ha	3,172	2:1	2,115
215ha on-site AOS & TD @ \$40/ha	11,180	1:1	5,590
336ha on-site AOS & TD @ \$57/ha	24,898	1:1	12,449
60ha off-site AOS & TD @ \$40/ha	3,120	Grant	3,120
68ha off-site AOS & TD @ \$57/ha	5,039	Grant	5,039
6.0km Retirement Fencing @ \$3,000/km	23,400	Grant	23,400
1.1km Erosion Control Fencing @ \$2,500/km	3,575	Grant	3,575
	<u>\$115,936</u>		<u>\$79,682</u>

The above works are more particularly described in Soil and Water Conservation Plan No.166/2 and specifications dated 1 October 1979 a copy of which may be inspected at the office of the Otago Catchment Board, 70 Stafford Street, Dunedin.

THE THIRD SCHEDULE

An area of 1,046 hectares more or less of severely eroded Class VII and VIII land on the Summit Block as shown behind the retirement fence on Otago Catchment Board Plan 9211/3.

Handwritten initials:
 J.B.
 D.R.B.
 M.C.

IN WITNESS WHEREOF these presents have been executed on the day and year first before written.

We, ROBERT IAN BEATTIE and JOHN ROBERT BEATTIE of PATEAROA and NEVILLE STANLEY MARQUET and ATHERTON ANDERSON of DUNEDIN the Owners herein do hereby

bind ourselves and our successors in title to perform and observe the terms and conditions of this Agreement.

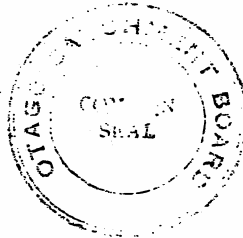
SIGNED by the said
ROBERT IAN BEATTIE
JOHN ROBERT BEATTIE
NEVILLE STANLEY MARQUET
ATHERTON ANDERSON

R I Beattie
J R Beattie
N S Marquet
A Anderson

as Owner in the presence of:

*McGowan, Clerk & Road,
Dunedin, Margaret J. Jeff.
Deputies, Dunedin*

THE COMMON SEAL of the OTAGO)
CATCHMENT BOARD was hereunto)
affixed in pursuance of a)
resolution of the Board in)
the presence of:)

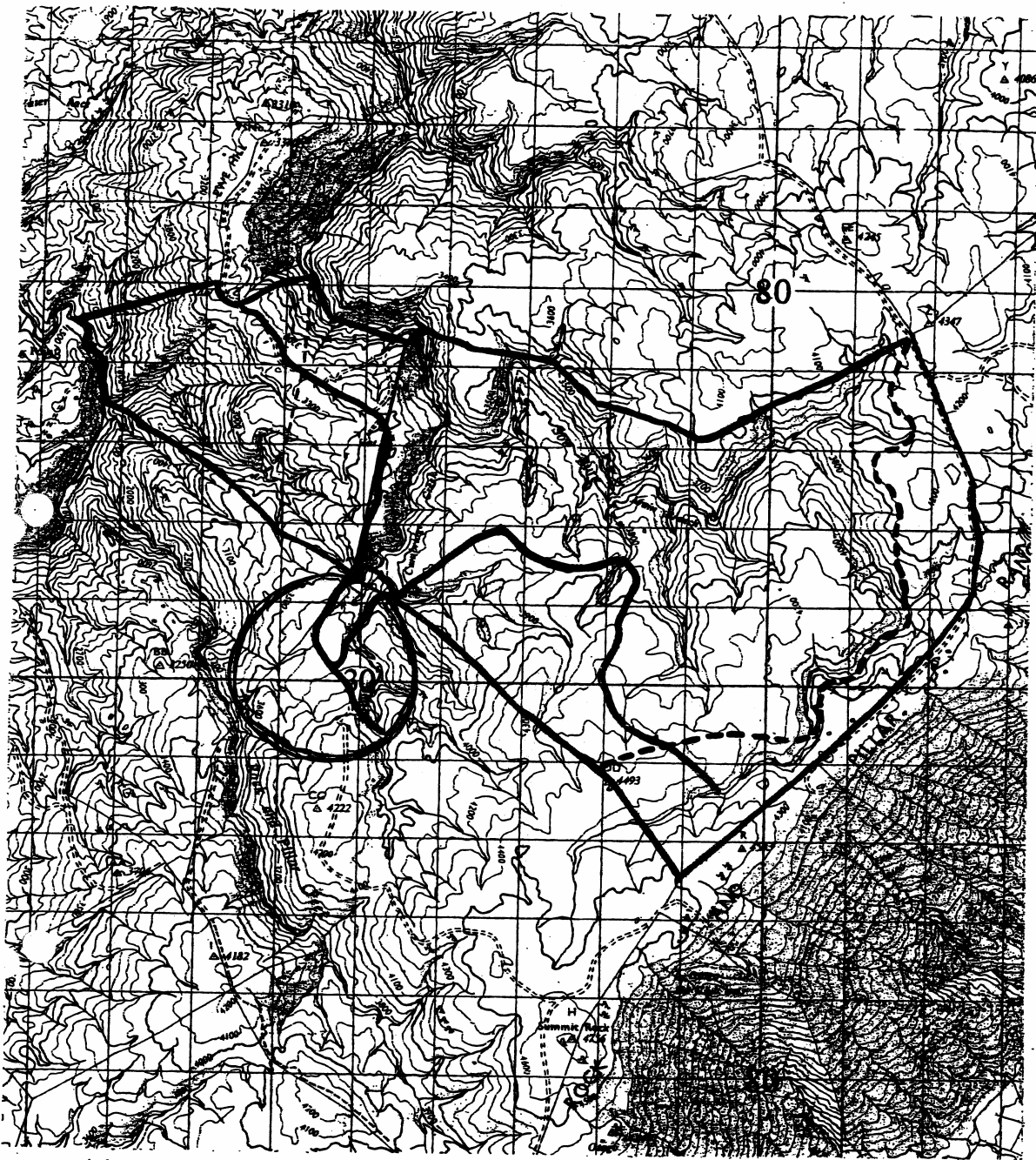


R. H. ... Chairman
A. M. ... Secretary

I, *Alfred Vernon Wilson* of Dunedin, Secretary to the Otago Catchment Board DO HEREBY CERTIFY that the within written Agreement is one that is capable of registration and I do hereby apply for the registration of the said Agreement against the land above described in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

ATTACHMENT 3:

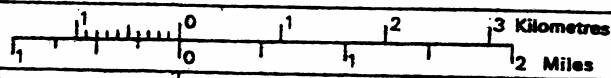
Map showing route used for access to run 248J.



- Internal Fence
- - - - Proposed Fence
- Access
- Possible Retirement Fenceline

LOCALITY MAP OF "PATEAROA SYNDICATE" - RUN 248 J
 SHOWING ACCESS THROUGH NEIGHBORING LEASE P. 125 "THE HOMESTEAD"
 MANIOTOTO and SILVERPEAKS COUNTIES OTAGO LAND DISTRICT

SCALE 1:63,360



MAP REFERENCE

N.Z.M.S. 1

PREPARED BY
MS

DATE
JAN 1979

CHECKED BY

FILE
P/129

