

Crown Pastoral Land Tenure Review

Lease name : BLAIRICH

Lease number : PM 026

Due Diligence Report (including Status Report) - Part 2

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.

July

06

APPENDIX H:

Document 14072 – Transfer granting right to convey water in favour of Awatere County Council.

No. 14072 TRANSFER

of
situated in

Correct for the purposes of the Land Transfer Act.

Certified that no alien within the meaning of the Aliens Emergency Regulations, 1940, acquires any interest under the within instrument.

S. J. AND H. G. GOULTER Transferor

WATERLOO COUNTY COUNCIL Transferee

Jim Spence
Solicitor for the Transferee.

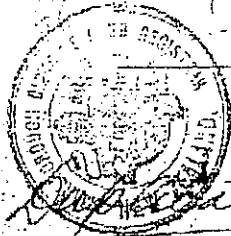
2537¹ transfer partial surrender of within easement to the Chairman Councillors and Inhabitants of the County of Waterloo to Her Majesty The Queen produced 27/6/1956 at 11 am R. J. Spence

Particulars entered in Register Book

Vol. 37 Folio 58479

the 21st day June

1943 - at 2.3 o'clock



[Signature]
District Land Registrar
of the District of Marlborough.

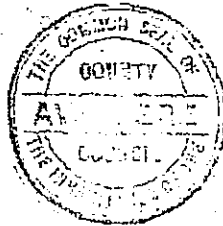
The Public Trustee as mortgagee under and by virtue of outstanding Deed of Mortgage No. 26956 Marlborough Registry hereby consents to the within written transfer.

DATED at Blenheim this 17th day of June, 1943.

SIGNED by the Public Trustee by the District Public Trustee for Blenheim and sealed with the latter's seal of office in the presence of :-

The Public Trustee,
by [Signature]
District Public Trustee for Blenheim.

[Signature]
Blenheim



[Signature]

A. G. NATHAN
SOLICITOR
BLENHEIM

*12/1/43
21/6/1956
2.3*



XXXXXXXXXX
XXXXXXXXXX

SOLICITOR

BLenheim.

Marlborough

MEMORANDUM OF TRANSFER

TF14072

S.K. (Am) W.C.H. jsh

*3540 - 1 - 6
80 - 0 0
3460 - 1 - 6*

guz

X guz 9/92

WHEREAS STANLEY ~~JOHN~~ GOULTER and HAROLD OAKLEY GOULTER both of Blairich in the provincial district of Marlborough and Dominion of New Zealand Sheepfarmers (hereinafter together referred to as "The Grantors") are

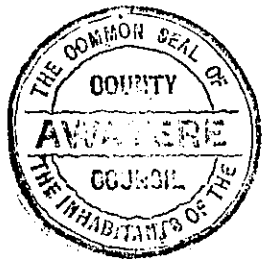
..... registered as the proprietor of an estate in fee simple subject, however, to such encumbrances, liens, and interests as are notified by memorandum underwritten or endorsed hereon, in those pieces of land situated in the provincial district of Marlborough ~~xxxxxxx~~ being FIRST that piece of

land containing ³⁴⁶⁰~~xxxx~~ acres 1 rood 6 perches more or less being Section 23 parts of Sections 1 and 2, parts of Sections 42, 43, 44, 45 and 78 Square 39, Section 47 Square 42, Sections 87, 88, 89, 90 and 91 and part Section ⁹⁹~~xx~~ Blairich Run District of Awatere and Section 12 and parts Sections 11, 13 and 14 Block II District of Wakefield Downs being the balance of the land comprised in Certificate of Title (limited as to parcels and title) entered in Register Book Volume 37 folio 79

SUBJECT to outstanding Deed of Mortgage Registered No. 26956 to the Public Trustee AND SECONDLY that piece of land containing 4771 acres 2 roods 19 perches more or less being Section 25 and part Section 24 Block II parts Sections 1 and 2 of Sections 42, 44, 64 and 65 Square 39, Sections 79, 80, 81, 82, 83, 84, 85, 86, 92, 93, 94, 95, and 96 and parts of Section 97, 98 and 99 Blairich Run all in the district

of Awatere several of the boundaries of the said land being more particularly shown on plan deposited in the Land Registry Office at Blenheim under No. 783 and being the whole of the land comprised in Certificate of Title (limited as to parcels and title) entered in Register Book Volume 37 folio 58 SUBJECT to the said outstanding Deed of Mortgage Registered No. 26956 ✓

AND WHEREAS the Chairman, Councillors and Inhabitants of the County of Awatere a body corporate under the provisions of the Counties Act, 1920, (hereinafter referred to as "the Corporation") being desirous of obtaining water from part of the said lands and conveying the same across the said lands has requested the Grantors to grant to the Corporation such rights in respect of the said lands as are hereinafter expressed which they have agreed to do NOW THESE PRESENTS WITNESS as follows, that is to say:-



W.A. (Am) W.C.H.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

1. IN PURSUANCE of the said agreement and in consideration of the rights and privileges hereinafter granted by the Corporation to the Grantors and of the premises the Grantors do hereby TRANSFER AND GRANT to the Corporation in perpetuity the following rights and privileges, that is to say:-

FIRST full and exclusive right and liberty to and for the Corporation to take and use for the purposes for which it is authorized to use the same all the water which from time to time may be in or upon or under ALL THAT piece of land containing two acres and three roods (2ac.3ro.0per) more or less being part Section 38 Blairich Run District of Awatere which piece of land is delineated and more particularly described on the plan annexed hereto and therein coloured yellow whether such water is or shall be in springs wells ponds or streams or oozing or percolating above or under ground and whether in a defined or known channel or otherwise howsoever

SECONDLY full power and authority to and for the Corporation to construct lay down and make and to maintain on the said piece of land containing Two acres three roods (whether wholly on the said piece of land or partly on the said piece of land and partly on adjoining lands) a reservoir collecting tanks filtering bed and other headworks pumps mains service overflow and other pipes or aqueducts as may be required by the Corporation

JWH *AM*
W. H. G. J.
W.S.

THIRDLY ^{full power and authority} to construct and lay and to maintain a line or lines of pipes for the purpose of conveying and to convey therein water over and along a strip of land 100 links wide across the lands hereinafore described such strip of land having a width of 50 links on each side of the line drawn on the plan annexed hereto and therein coloured blue



FOURTHLY for all the purposes aforesaid and for the purpose of examining repairing or relaying the said reservoir filtering bed collecting tanks pumps mains service overflow and other pipes aqueducts and works which may be constructed and laid down by the Corporation in upon under or through the said lands or any part thereof or of constructing laying down or substituting any new or other reservoir filtering bed tanks pumps mains pipes aqueducts or works in lieu of any previously laid down or constructed FULL POWER and liberty to the Corporation its surveyor officers and workmen either with or without horses carts and other vehicles and machinery to enter on the said lands or any part thereof and to take possession of use and occupy such portion or portions of the said lands and for such time as may be necessary for the purposes aforesaid.

FIFTHLY for the purpose of exercising and enjoying the rights and liberties aforesaid full right and power at any time or times to dig bore and break up the surface sink wells or shafts cut construct make and lay drains channels tunnels sluices aqueducts pipes and culverts divert streams and do all other works and things necessary or suitable for enabling the Corporation to impound collect and take the said water and convey the same across and from the said lands

JWH
W. H. G. J.
AM

TO HOLD and enjoy the said rights and liberties hereinbefore expressed to be hereby granted unto the Corporation in perpetuity.

2.- AS CONSIDERATION for the transfer and grant of rights and liberties hereinbefore contained the Corporation doth hereby grant to the Grantors the right in perpetuity to take water from the waterworks mains and pipes constructed or laid by the Corporation on or over the said lands in exercise of the said rights and liberties through two pipes not exceeding one inch in diameter such pipes to be connected to the mains and installed by the Grantors at their own expense under the supervision and to the satisfaction of the Engineer or Supervisor appointed by the Corporation pursuant to its Bylaw relating to its water supply such water to be supplied by the Corporation to the Grantors free of charge.

3.- THE CORPORATION to the intent that its obligations may continue so long as these presents and the rights and liberties hereby granted shall subsist doth hereby covenant with the Grantors as follows:-

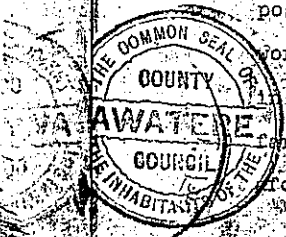
(a) That the Corporation in the exercise of the powers and authorities aforesaid will do as little damage as may be to the lands of the Grantors or to the trees crops or vegetation thereon and will make and give to the Grantors full compensation for any loss or damage which they shall or may incur or sustain by reason of any works or operations of the Corporation under the powers and authorities aforesaid.

(b) That the Corporation when making any excavation or executing any work hereinbefore authorized will at its own expense as soon as conveniently may be restore the surface of the ground as nearly as is reasonably possible (having regard to the nature and purposes of such excavation or work and the safety of the works executed by the Corporation) to the state in which it was before such excavation or work was made or executed but so far only as such surface shall not be required for any of the purposes aforesaid.

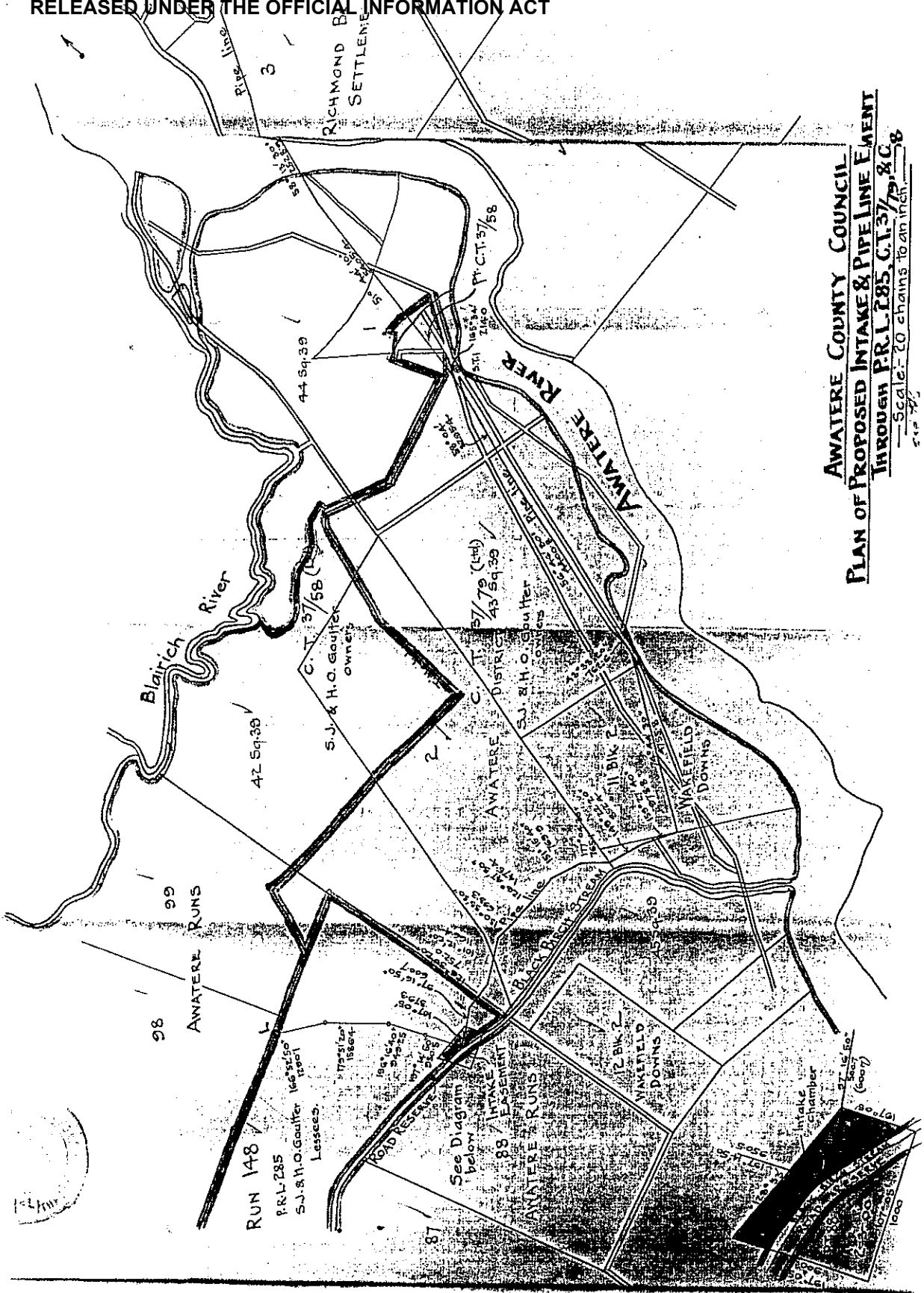
(c) That the Corporation shall at all times keep the said works in good and substantial repair damage by earthquake act of God or the King's enemies excepted.

(d) That the Corporation will exercise due and reasonable care and skill in the exercise of the rights and liberties hereby granted and will avoid doing any unnecessary damage to the said lands.

(e) That the Corporation will keep the Grantors indemnified against all actions claims costs and damages that may be lawfully brought made or claimed against the Grantors by any person by reason of the escape from the said lands or from the Corporation's works or any water collected or impounded on the said lands by the Corporation or contained in any of the Corporation's works whether such escape be due to want of repair of the said works or to any other cause whatsoever or by reason of the overflow or impounding of the waters of any spring stream or watercourse rising in or flowing through under or past the said lands or by reason of any other thing done or omitted by the Corporation upon or concerning the said lands and waters.



W.C.S.
W.C.S.



AWATERE COUNTY COUNCIL
PLAN OF PROPOSED INTAKE & PIPE LINE ELEMENT
THROUGH P.R.L. 285, C.T. 37/58, & C.
 Scale: 20 chains to an inch
 21/10/77

APPENDIX I:

Deed of Grant 55 / 104 – Right of way over lease.

21 JUN 1956

REGISTER

LAND & DEEDS
Number <i>37/204</i>
Plan <i>B. 27 4/6</i>
Date <i>29 JUN 1956</i>
Fee <i>11/00</i>
Abstract <i>1120/5</i>

Register Book Volume *55* Folio *104*
 PARTICULARS ENTERED IN REGISTER-BOOK

VOL *37/204*
 THIS *29th* DAY OF *June* 19*56*

William A. Johnson
 DISTRICT LAND REGISTRAR
 MARLBOROUGH

WHEREAS HER MAJESTY THE QUEEN (hereinafter called "the Grantor") is the Owner of all the strip of land of a general width of 100 links being part of Section 1 Block XX Taylor Pass Survey District being Crown land and which is more particularly described and delineated on the plan attached hereto and thereon coloured yellow (hereinafter called "the servient tenement") AND WHEREAS ROGER CHRISTIAN GRIGG of Meadowbank Marlborough Sheepfarmer (hereinafter with his executors administrators and assigns called "the Grantee") is the registered proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon of that parcel of land situate in the Provincial District of Marlborough containing 2137 acres more or less the boundaries whereof are shown on Deposited Plan Number 1120 and being all the land comprised in Certificate of Title Volume 37 Folio 204 (Marlborough Registry) SUBJECT to Mortgages Nos. 11170 and 16006 to the Bank of New Zealand (hereinafter called "the dominant tenement") AND WHEREAS the dominant tenement adjoins the servient tenement AND WHEREAS the grantor has agreed to give and grant to the grantee the right-of-way hereinafter mentioned over the servient tenement to the dominant tenement so as to be appurtenant thereto NOW THESE PRESENTS WITNESS that in pursuance of the premises and of the said agreement and in consideration of the covenants and conditions hereinafter contained THE GRANTOR DOTH HEREBY GIVE AND GRANT to the grantee his executors administrators and assigns and his tenants and licensees and servants and other the owner or owners for the time being of the dominant tenement the full free and perpetual right-of-way ingress egress and regress on horseback or on foot or by vehicles of any description with or without dogs in over and upon the servient tenement for the purposes of driving stock packing and carrying farm supplies and giving access to and from the dominant tenement (such easement of right-of-way hereby created being in common with that of any other person or persons from time to time entitled to any easement of right-of-way over the servient tenement or any part thereof) TO THE INTENT that such easement of right-of-way hereby created shall be forever appurtenant to the dominant tenement subject to the provisions hereinafter contained AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:

- (1) Neither of the parties hereto shall be required by the other to contribute towards the cost of fencing the said right-of-way or any part thereof
- (2) The grantor shall be entitled to erect at her own cost any subdivisional fence or fences across the said right-of-way as may be required by her but in so doing the grantor will erect at her own cost a suitable gate or gates where such fence or fences intersect the said Right-of-way
- (3) Each of the parties hereto shall keep all gates now or hereafter erected on the said Right-of-way securely closed and fastened and all such gates shall be properly maintained at the cost of the grantor except boundary gates where the said Right-of-way begins and ends respectively which boundary gates shall be maintained at a cost to be equally borne by the parties hereto.

IN WITNESS whereof these presents have been executed this *27th* day of *June* One thousand nine hundred and fifty-six.

THIS REPRODUCTION IS A REDUCED SCALE COPY OF THE ORIGINAL REGISTERED COPY OF THE INSTRUMENT REGISTERED UNDER ACT 1952.

(OVER)

REGISTERED

55/104

SIGNED by WILFRID MAURICE GROOMBRIDGE
Commissioner of Crown Lands for the
Land District of Marlborough for and
on behalf of Her Majesty the Queen
in pursuance of Section 24 (4) of The
Land Act 1948 in the presence of:-

W. Groombridge
Commissioner of Crown Lands

Deer Blain
Clark, Lands and Survey Dept,
Blenheim.

SIGNED by the said ROGER CHRISTIAN
GRIGG in the presence of:-

R. G. Grigg

Deer Blain
Clark, Lands and Survey Dept,
Blenheim.

We the undersigned Law Clerks to Churchward, Horton & Molineux
certify that we have compared the foregoing Easement of Right-
of-Way with the original and that it is a true and correct copy.

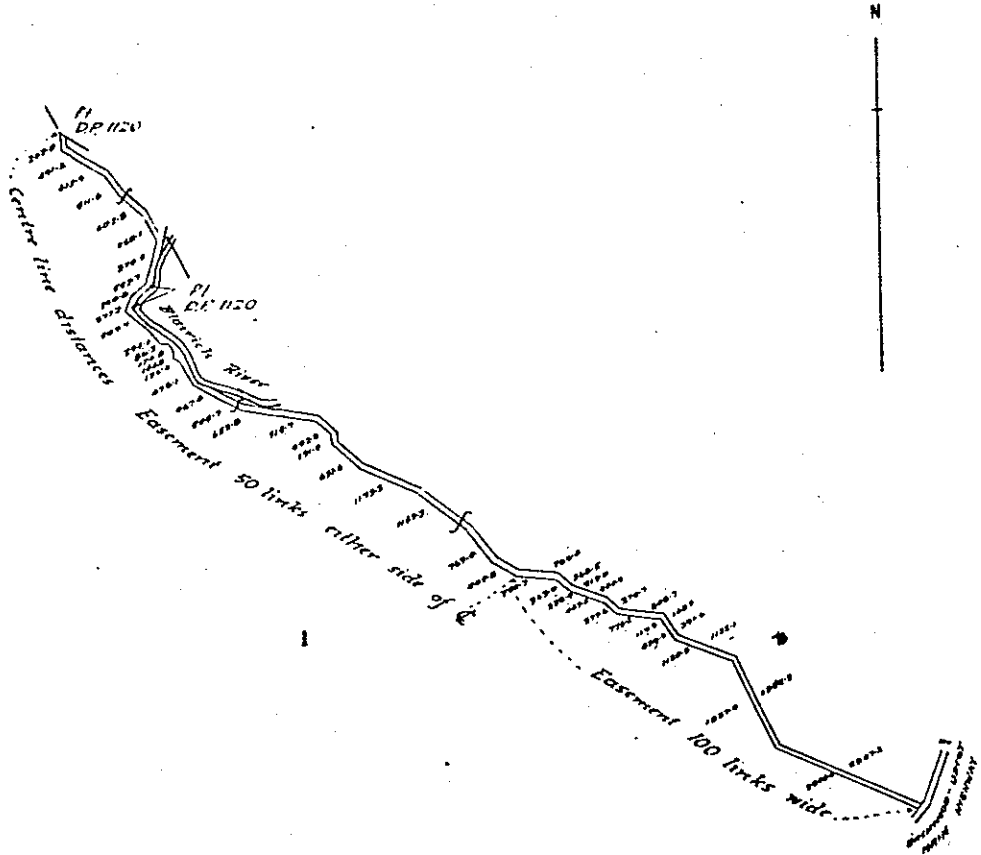
R. Allen
J. West

Y D O C S E A S E
H O R T O N & M O L I N E U X
(OVER)

THIS REPRODUCTION (ON A REDUCED SCALE)
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ORIGINAL REGISTER FOR THE PURPOSES OF
SECTION 215A LAND TRANSFER ACT 1952.
R. Allen

REGISTERED

55/104



Stock Driving Easement
Blk. XX Taylor Pass S. D.
Scale 20 chains to an inch

A.B.G.
A.B.

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A.B.G. A.L.B.

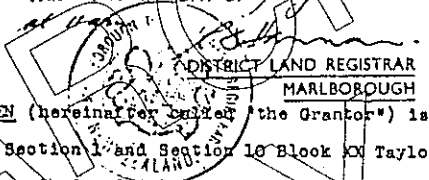
APPENDIX J:

Deed of Grant 55 / 117 – Right of way over lease.

25 JUN 1995

LAND & DEEDS	
Nature: <i>Part of</i>	
Form: <i>6 H 741</i>	
24 JUL 1956	
Time: <i>11 a.m.</i>	
Fee: \$ - <i>192</i> -	
Abstract No. <i>2(174)</i>	

Em bodied in REGISTER-BOOK Vol. 55 Folio 117
 and PARTICULARS ENTERED IN REGISTER-BOOK
 VOL 54/75
 THIS 24th DAY OF July 1956



WHEREAS HER MAJESTY THE QUEEN (hereinafter called "the Grantor") is the owner of ALL THAT strip of land being parts of Section 1 and Section 10 Block XX Taylor Pass Survey District which is more particularly described and delineated on the plan attached hereto and thereon coloured yellow SUBJECT as to part thereof to Grant of Easement of Right-of-way to one Roger Christian Grigg and registered in the Register Book Volume 55 Folio 104 (which strip of land is Crown Land and is hereinafter called "the servient tenement") AND WHEREAS JOHN WILLIAM WADSWORTH of Brangott near Blenheim Sheeffermer (hereinafter with his executors administrators and assigns called "the Grantee") is the registered proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by Memorandum underwritten or endorsed hereon of all that parcel of land situate in the Provincial District of Marlborough containing 4838 acres more or less being Lot 1 on Deposited Plan No. 2147 and being all the land comprised in Certificate of Title Volume 54 Folio 75 (Marlborough Registry) SUBJECT to Mortgages Nos. 23921 and 23922 (hereinafter called "the dominant tenement") AND WHEREAS the servient tenement adjoins the dominant tenement AND WHEREAS the grantor has agreed to give and grant to the Grantee the right-of-way hereinafter mentioned over the servient tenement to the dominant tenement so as to be appurtenant thereto NOW THESE PRESENTS WITNESS that in pursuance of the premises and of the said agreement and in consideration of the covenants and conditions hereinafter contained THE GRANTOR DOTH HEREBY GIVE AND GRANT to the Grantee his executors administrators and assigns and his tenants and licensees and servants and other the owner or owners for the time being of the dominant tenement the full free and perpetual right-of-way ingress egress and regress on horseback or on foot or by vehicles of any description with or without dogs in over and upon the servient tenement for the purposes of driving stock packing and carrying farm supplies and giving access to and from the dominant tenement (such Easement of Right-of-way hereby created being in common with that of any other person or persons from time to time entitled to any Easement of Right-of-way over the servient tenement or any part thereof) TO THE INTENT that such Easement of Right-of-way hereby created shall be forever appurtenant to the dominant tenement subject to the provisions hereinafter contained AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:

- (1) Neither of the parties hereto shall be required by the other to contribute towards the cost of fencing the said right-of-way or any part thereof
- (2) The Grantor shall be entitled to erect at her own cost any subdivisional fence or fences across the said right-of-way as may be required by her but in so doing the grantor will erect at her own cost a suitable gate or gates where such fence or fences intersect the said right-of-way
- (3) Each of the parties hereto shall keep all gates now or hereafter erected on the said right-of-way securely closed and fastened and all such gates shall be properly maintained at the cost of the grantor except boundary gates where the said right-of-way begins and ends respectively which boundary gates shall be maintained at a cost to be equally borne by the parties hereto
- (4) It is agreed that the hut and yards known as the Willow Flat Hut and yards situated on and at the Western end of the said land shall remain the property of the grantor but may be used in common by both parties hereto AND it is further agreed that the said Hut and yards

(OVER)

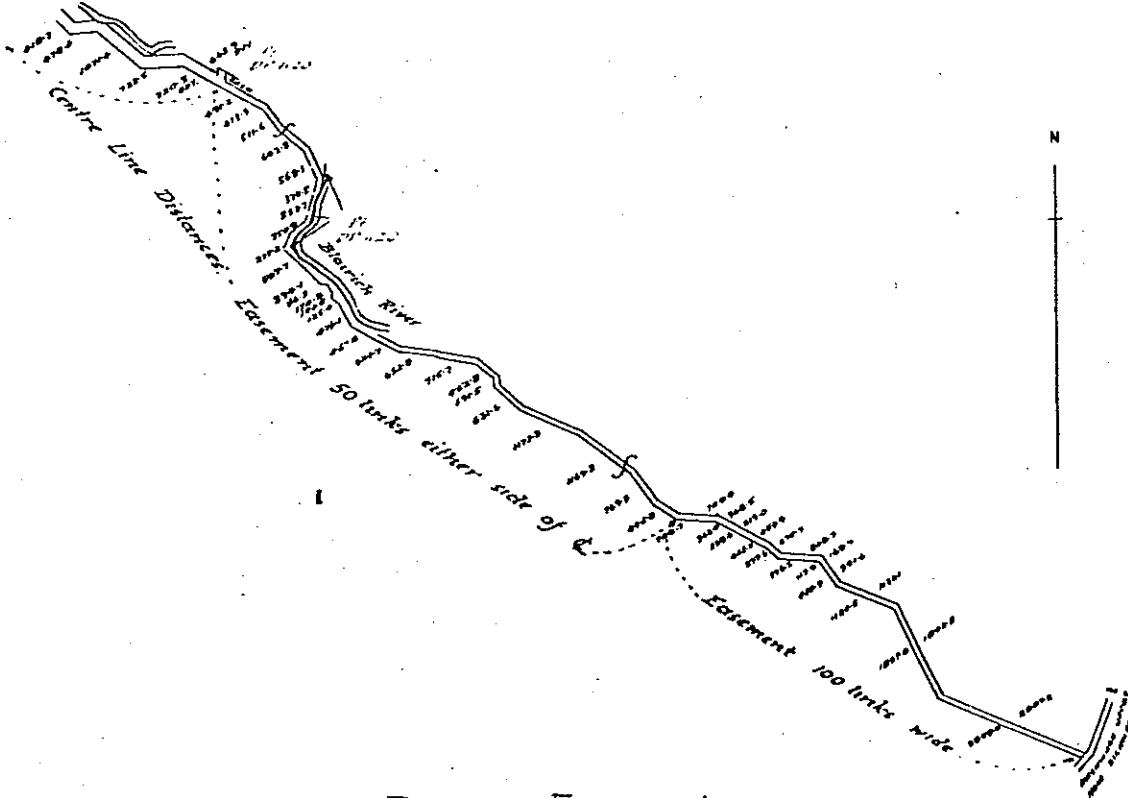
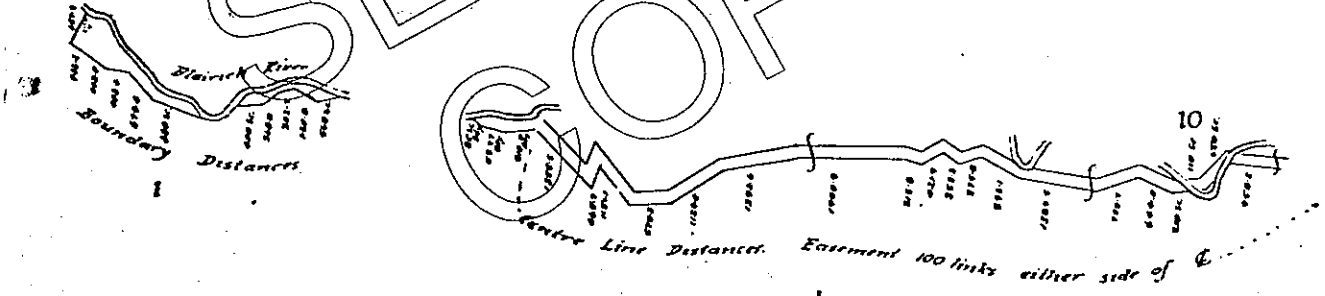
9/2/56
[Handwritten initials]

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.
 A.L.R.

23 JUN 1955

REGISTER
55/117

SEARCH COPY



Stock Driving Easement
Blk XX Taylor Pass S. D.
 Scale - 20 chains to art links

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 SECTION 215A LAND TRANSFER ACT 1952.
 A.L.W.

23 JUN 1955

55/117

shall be maintained in good order and condition by the parties hereto and that any expenses in repairing or maintaining the same shall be borne equally by the parties hereto.

IN WITNESS whereof these presents have been executed this 5th day of July, One thousand nine hundred and fifty-six.

SIGNED by WILFRID MAURICE GROOLBRIDGE Commissioner of Crown Lands for the Land District of Marlborough for and on behalf of Her Majesty the Queen in pursuance of Section 24 (4) of The Land Act 1948 in the presence of:-

W. Groolbridge

David J. Sewer
Wine Grant
Bentley

SIGNED by the said JOHN WILLIAM WADWORTH in the presence of:-

} *J.W. Wadworth*

W. J. P. ...
... ..
... ..

Correct for the purposes of the Land Transfer Act 1952

W. J. ...
Solicitor for Transferee,
Blenheim.

We the undersigned law clerks to Churchward Horton & Kolineaux certify that we have compare the foregoing copy of Easement of Right-of-way with the original and that it is a correct and true copy.

J. S. West
G. Liddicott

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

(OVER)

APPENDIX K:

Document 120064 – Land Improvement Agreement.

01/07 01 SEP 12 33 PM

Registered in Tropic
ORIGINAL

The within Land Improvement Agreement no longer affects Section 1 SO 7029 - see Certificate 165343


[Signature]
A.L.R.

1.32 04 JUL 84 120061

PARTICULARS ENTERED IN REGISTER
 LAND REGISTRY MARLBOROUGH
 ASST. LAND REGISTRAR

4491158

161911

RICT LAND REGIS

 MARLBOROUGH, N.Z.

LAND IMPROVEMENT AGREEMENT

This AGREEMENT is made between the MARLBOROUGH CATCHMENT BOARD duly constituted under the Soil Conservation and Rivers Control Act 1941 (hereinafter called "the Board") of one part ANDH.F. COOPER LIMITED at Blenheim as to one half share and EDWARD ROSS BEECH of Stronsay, Farmer and NEAL RALPH IBBOTSON of Blenheim, Farm Management Consultant as to one half share as tenants in common in the shares stated

of the other part (hereinafter called "the owner or occupier") WHEREAS the owner or occupier is the registered proprietor or occupier of the land described in the first schedule,

AND WHEREAS pursuant to sub-sections (1) (a), (1) (b), (1) (c), (1) (d), (2), (2A) and (3) of section 30 of the Soil Conservation and Rivers Control Act 1941 the Board is authorised to make payment as grantor to the owner or occupier for the purposes specified in this agreement, NOW THIS AGREEMENT WITNESSETH that it is hereby agreed and declared by and between the parties hereto as follows:-

1. IN consideration of the payment of a grant at the rate or rates set out in the second schedule hereto paid or credited to him by the Board, the owner or occupier within, or throughout, (as the case may be) the periods specified in the second schedule, will carry out to the satisfaction of the Board the works and requirements set out in the second schedule, such grant being effected by the owner or occupier paying his share of the cost of the works.
2. UPON completion of the works or upon compliance with the requirements to the satisfaction of the Board within the period specified in Part 1 of the second schedule, (or as soon thereafter as grant has been made to the Board under sub-section 3 of Section 30 of the Soil Conservation and Rivers Control Act), the Board shall pay or credit to the owner or occupier a grant at the rate or rates set forth in Parts I and IV of the second schedule. (less the Board's currently approved service fee).
3. THE OWNER or occupier throughout the currency of this agreement shall permit the Board by its officers, servants and agents at all reasonable times to enter upon the land for the purpose of inspecting the same and to ascertain whether the owner or occupier has complied with his obligations hereunder.
4. IF the owner or occupier fails to carry out to the satisfaction of the Board the works and requirements set out in the second schedule or shall otherwise default in complying with his obligations under this agreement, the Board by notice in writing delivered to or posted by registered post to the owner or occupier specifying the default made may either, at the sole option of the Board, require him to repay to the Board all grants paid or credited to him hereunder, in accordance with the provisions set out in sub-sections (1), (a), (1) (b), (1) (c), (1) (d), (2), (2A) and (3) of section 30 of the Soil Conservation and Rivers Control Act 1941 or, within one calendar month after receipt of such notice, to remedy such defaults in such manners as the Board may herein require; and if following receipt of such notice the owner or occupier fails within one calendar month thereafter to comply with the requirements thereof it shall be lawful for the Board by its servants, agents or contractors to enter upon the land described in the first schedule hereto and carry out all works necessary to secure compliance with the requirements of such notice and recover from the owner or occupier the cost of so doing by action at law or otherwise.
5. ALL the provisions of section 30A of the Soil Conservation and Rivers Control Act 1941 shall apply to this agreement and in particular the owner or occupier acknowledges that he is aware that the agreement shall run at law with the land against the title to which it is registered so as to confer and impose on present and future owners or occupiers of the land an obligation to observe and perform the agreement during their occupancy of the said land.

6. THIS agreement shall enure until 28.6.2083 or until such sooner time as may be agreed between the parties at which time a certificate shall be deposited in terms of S.30A(5) Soil Conservation & Rivers Control Act 1941.

IN WITNESS WHEREOF these presents have been executed this 29th day of June, 1984.

The Common Seal of H.F. Cooper Limited was affixed in the presence of:

} *M. A. Cooper*
Director

Signed by the said Edward Ross Beech as the Owner/Occupier in the presence of:

} *E. R. Beech*

Witness: _____

Occupation: *farmer*

Address: *Blunk*

Signed by the said Neal Ralph Ibbotson as the Owner/Occupier in the presence of:

} *N. R. Ibbotson*

Witness: _____

Occupation: *farmer*

Address: *Blunk*

Pursuant to a resolution of the Board the common seal of the Marlborough Catchment Board is affixed hereto in the presence of:

Chairman: *L. N. Lauchlan*

Secretary: *A. J. Jarrow*



I hereby certify that this agreement is the duplicate copy of a Land Improvement Agreement and I apply for the registration of the agreement against the land set out in the first schedule and certify that the agreement is one that may be registered against the land pursuant to section 30A of the Soil Conservation and Rivers Control Act 1941.

A. J. Jarrow Secretary

THE FIRST SCHEDULE

Description of Land:

Sections 7, 9, 10, 11 and Part Section 1, Block XX, Taylor Pass Survey District. 3740.2913 hectares. Pastoral Lease No. 10, Volume 46 folio 191.

THE SECOND SCHEDULE

PART I RATES OF GRANT

It is agreed that the works as set out in Part IV of this agreement and described on the plan attached will be carried through to completion over a period of ...3. years and that these works and requirements under this agreement will be complied with, subject to such amendments as may be mutually agreed upon in writing by the owner or occupier and the Board.

The rates of grant applicable to such works and requirements are:

Initial Capital Works as set out in Part IV 60% Grant 40% Owner or occupier
~~Requirements as set out in Part IV 60% Grant 40% Owner or occupier~~
~~Requirements as set out in Part IV 60% Grant 40% Owner or occupier~~

PART II CONDITIONS

WORKS AND REQUIREMENTS	PERIOD DURING WHICH WORKS AND REQUIREMENTS APPLY	CONDITIONS
Stocking	99 years) No stock to be grazed in windbreak, fences to be maintained in a stockproof condition for the duration of the windbreak.
Fencing	99 years)
Tree Planting	3 years) Blanking to be carried out if necessary to maintain a stocking rate of 100% for the first 3 years.
Structures	N/A)
Windbreaks	99 years) To apply such silviculture practices as the Board deems necessary to ensure that the trees are kept in a good condition. Mature trees may be utilised with the approval of the Board but shall be replaced as required by the Board with such costs to be a first charge against the revenue received by the owner from such sales of wood.
Tracks	N/A)
Firebreaks	N/A)
Oversowing and topdressing	N/A)
Other	N/A)

Handwritten notes and signatures:
 TR
 H.C.
 AS
 1993
 AD

PART III MAINTENANCE

Maintenance is defined as the normal activities to maintain the scheme works and include the care of trees, plantation, protection forest areas, vegetation established directly for the mitigation of specific erosion, and any additional work carrying capital grant as detailed above with the exception of water supply reticulation and firebreaking which remain the responsibility of the owner or occupier. In addition it includes subsequent replanting and willow layering, the spraying or clearing of undesirable vegetation in channels, gullies, waterways with contour works and strong points being kept in good order, together with repairs as necessary to flumes, structures, culverts, flood gates, fences and access tracks. When fences are due for renewal and providing proper maintenance has been done as and when required then such renewal will attract grants at rates applicable at that time.

PART IV SUMMARY OF WORKS AND REQUIREMENTS

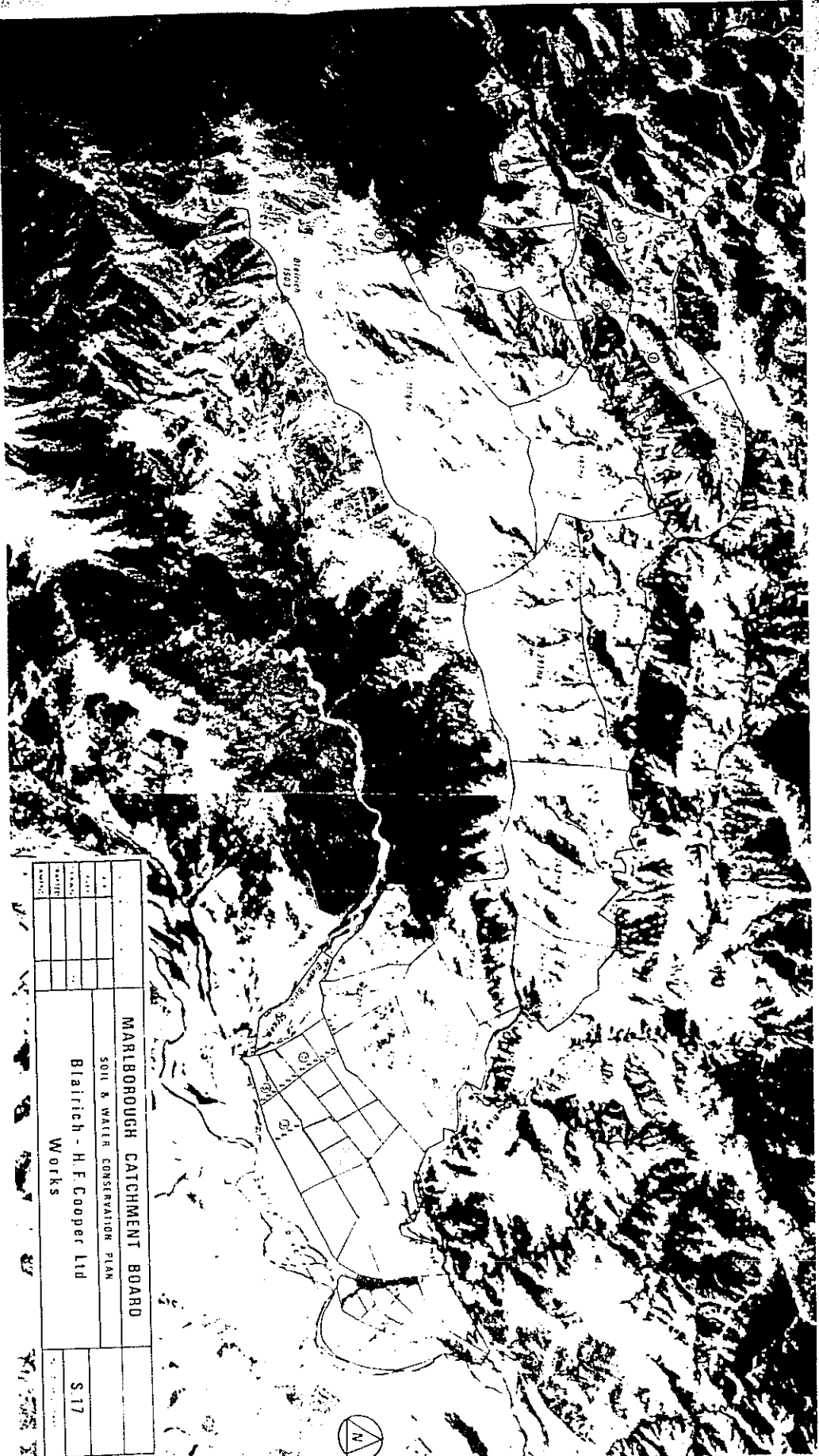
<u>WORKS:</u>	<u>Total Cost</u>	<u>Grant *</u>
12,160m Conservation Fence	\$53,383	\$32,030
1400m Windbreak	\$ 6,510	\$ 3,906

* The Board's service fees are deducted from this grant at time of payment.

REQUIREMENTS:

N.A.

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 R. J. L. [unclear]
 [unclear]
 [unclear]



MARLBOROUGH CATCHMENT BOARD		
SOIL & WATER CONSERVATION PLAN		
Blairich - H. F. Cooper Ltd		
Works		S. 17

Handwritten notes and signatures:
 R.F.C.
 [Signature]
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