

## **Crown Pastoral Land Tenure Review**

**Lease name : THE MULLER**

**Lease number : PM 021**

### **Due Diligence Report (including Status Report) - Part 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.

**June**

**02**

RELEASED UNDER THE OFFICIAL INFORMATION ACT

**DEEDS/TITLES/DOCUMENTS**



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



**Historical Search Copy**

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

**Identifier** MB46/198  
**Land Registration District** Marlborough  
**Date Registered** 01 March 1960 12:00 am

**Prior References**  
MB46/151 MB46/152 MB46/153

<b>Type</b>	Lease under s83 Land Act 1948		
<b>Area</b>	31304.4295 hectares more or less	<b>Term</b>	Thirty three years commencing on the first day of July 1960 and renewed for 33 years commencing on 1 July 1993

**Legal Description** Run 218,219,220 and Section 1 Block VII  
Upcot Survey District

**Original Proprietors**  
The Muller Station Limited

**Interests**

- 32933 Surrender of the within Lease as to Run 219 containing 7850 acres (=3176.7823 ha.) - 28.5.1960 at 10.40 am
- 45509 Variation of the covenants of the within lease - 20.8.1965 at 10.40 am
- 101010 Mortgage to The Rural Banking and Finance Corporation - 20.11.1980 at 9.26 am
- 168367 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 10.5.1993 at 9.16 am
- 170453 Variation of terms renewing the within lease for 33 years commencing on 1 July 1993 - 23.9.1993 at 9.55 am

Issued was - Renewal of fee in Exchange for] Leases  
 registered in Vol. 46 fol. 151  
 46 fol. 152  
 46 fol. 153

NEW ZEALAND  
 HARBOROUGH  
 LAND DISTRICT

LAND & DEEDS	
Name	NEHER PJ
Form	33L
Date	1 MAR 1960
Time	10:15
Fee	1 15
Abstract No.	123

Entered in the LAND REGISTRY OFFICE  
 1st day of March 1960  
 the Register-book, Vol. 46 fol. 198  
 10/60 at 10/15  
 Land Registrar

Pastoral Lease of Pastoral Land under the Land Act, 1948  
 No. F.21

This Deed, made the first day of March, one thousand nine hundred and sixty  
 between H.M. MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and Jan Tazman Van Asch  
 of Amere Valley, Sheepfarmer (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH

See 1 Bk. 111  
 13228  
 13228  
 13228

situated in the Land District of Harbrough and being  
 Run 218, Blocks I, II, III, V, VI, VII, IX and X, Upset Survey District and Blocks I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII and XIX, Harbrough Survey District, Run 219, Blocks I, II, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII and XIX, Harbrough Survey District and Block VI, Barefoot Survey District and Run 220, Blocks V, VI, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII and XIX, Harbrough Survey District and Block I, Barefoot Survey District

together with the period between the date of this lease and the aforesaid first day of July, 1960  
 Yielding and paying therefor during the said term into the Department of Lands and Survey at the Principal Land Office for the said Land District of Harbrough the clear annual rent of Two hundred and sixty-five pounds (£265-0-0) 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 by (s) half-yearly instalments of (s) shillings and (p) pence (£) on the 1st day of January and the 1st day of July in each year in the same manner as aforesaid.

- AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-
1. THAT the Lessee will fully and punctually pay the rent hereinafore reserved at the times and in the manner hereinafore 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 Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
  3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
  4. THAT the Lessee will at all times farm the said land diligently and in a husband-like manner according to the rules of good husbandry and will not in any way commit waste.
  5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Harbrough (hereinafter referred to as "the Commissioner") rot 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, 1933.
  6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbits Nuisance Act, 1933.
  7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
  8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
  9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
  10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, cut, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
  11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1933, burn any twigs, scrub, fern, or grass on the said land, nor permit any twigs, 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 access over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
  13. THAT the Lessee shall exercise due care in stocking and shall not overstock.

- AND it is hereby agreed and declared by and between the Lessor and the Lessee:-
- (4) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
  - (5) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1914) 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 minerals 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 seed or situated within the boundary 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.
  - (6) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding 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 in the manner prescribed by 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 of this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

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.

(OVER)

46/198

- (4) THAT the Lessee shall have no right of acquiring the free-title 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) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
  - (b) Chop 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 so 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 clovers 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 it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed 11,000 sheep and 200 head of cattle on a basis of one for a day sheep and of one and a half for breeding ewes. See Schedule B below.
- (7) THAT if the Lessee shall leave New Zealand or absent on the said land or if he cannot be found 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, as the case may be, or make 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 116 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
- (8) THAT these presents are intended to take effect as a just and true lease under the Land Act, 1948, 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 A

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

NIL.

In witness whereof the Commissioner of Crown Lands for the Land District of Marlborough hand, and these presents have also been executed by the said Lessee.

on behalf of the Lessor, hath hereunto set his

Signed by the said Commissioner, on behalf of the Lessor, in the presence of--

Witness J. P. Stewart  
 Occupation Chief, Lands and Survey Department  
 Address: Blenheim

[Signature]  
 Commissioner of Crown Lands.

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

Witness J. P. Stewart  
 Occupation Chief, Lands and Survey Department  
 Address: Blenheim

[Signature]  
 Lessee.

SCHEDULE B

- (2) THAT 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 stock depastured on the said land does not exceed 11,000 sheep and 200 head of cattle being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

The District Land Registrar, BLENHEIM.

Please bring down Mortgage No. 16707 on this lease which is in substitution for Pastoral Run Licences registered as Volume 46 folios 151, 152 and 153.

[Signature]

Lessee

16707 Mortgage CHARGED to William Shuttle  
 produced 21/10/1965 at 11.35 - [Signature]

32713 Surrender of the within Lease as to Run 21/2 containing 2,750 acres being Block 10 & 11 and 12 Lane Survey District and Block 10 & 11 Survey District produced 28.6.1960 at 11.40 am

Variation of Mortgage 16707 produced 3/5/1961 at 11.11 am

34869 Transfer of Mortgage 16707 to Margaret Helen Van Arck, John Roger Baldwin and Peter Leslie Marsden produced 3/5/1961 at 11.14 am

165509 Variation of Lease - variation of the covenants of within lease produced 20.8.1965 at 10.40 am - [Signature]  
 46104 Transfer to the Electric Station Limited at Christchurch produced 27/10/1965 at 9.00 am - [Signature]  
 46105 discharged to [Signature] produced 20/10/1965 at 10.15 am - [Signature]

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 213A LAND TRANSFER ACT 1952.

101010 Mortgage to the Rural Banking and Finance Corporation. -20.11.1980 at 9.260'c

111220 Mortgage CHARGED to the Rural Banking and Finance Corporation -20.11.1982 at 9.310'c

113228 Certificate under Section 11 of the Land Act 1948 incorporating Section 11 Block VII Upcot Survey District in the (OVER) the within lease - 15.4.1983 at 2.11 0'c.



A.L.R.

A.L.R.

A.L.R.

46/198

TOTAL METRIC AREA IS 31,350.00 ha

31302-4344 ha  
Less PSL 52939 3176-7823 ha  
Plus C11328 28125-6521 ha  
Total Area 28127-6472 ha

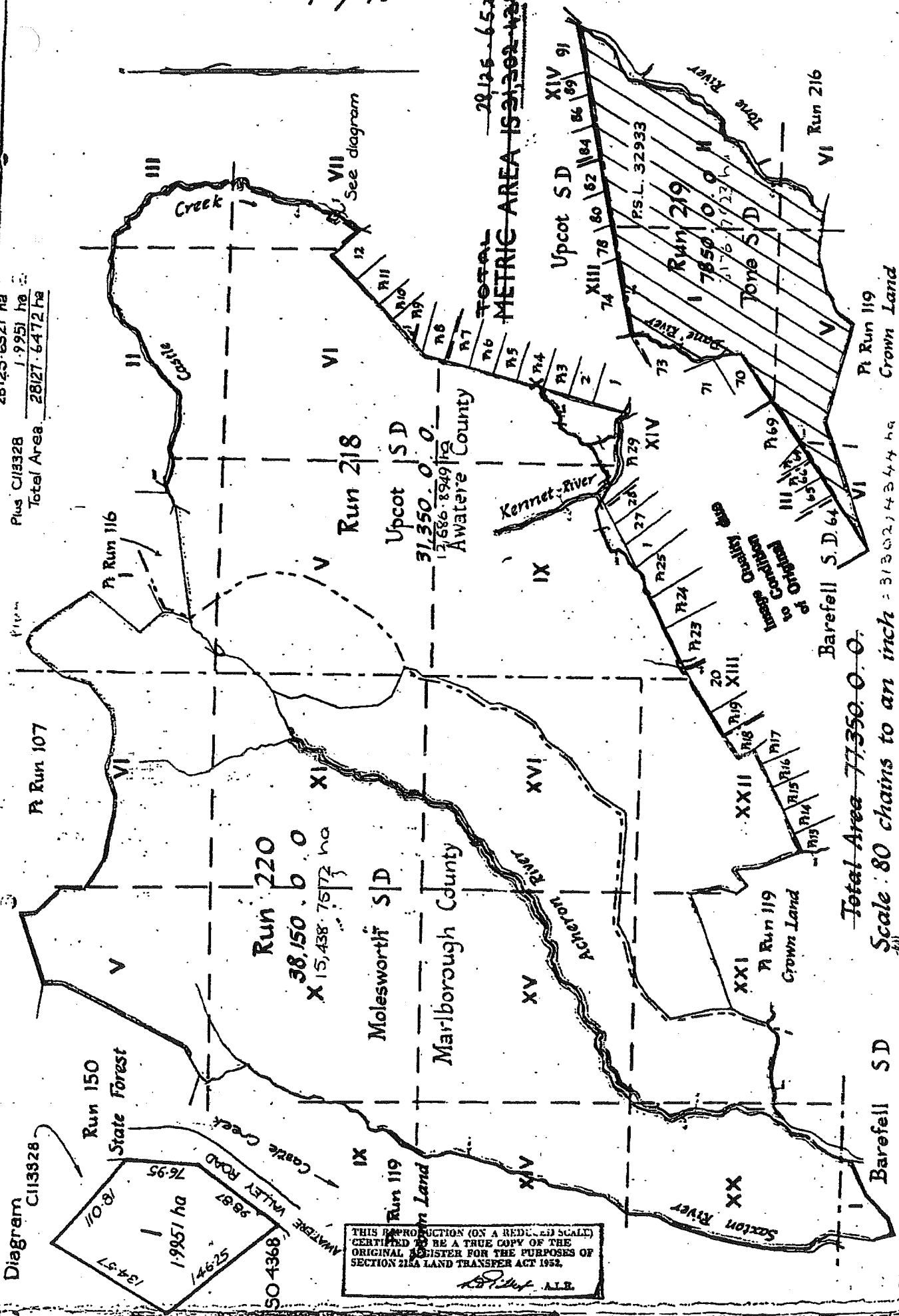
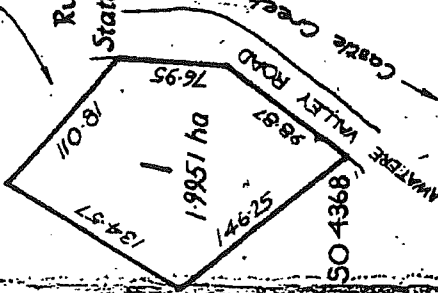


Diagram C11328



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.B.

Total Area 71350.00  
Scale: 80 chains to an inch

Barefell S/D

Pt Run 119 Crown Land

Pt Run 119 Crown Land

Pt Run 119 Crown Land

Pt Run 119 Crown Land

Pt Run 119 Crown Land

Pt Run 119 Crown Land

46/198

168367 Land Improvement Agreement under  
Section 30A Soil Conservation and Rivers  
Control Act 1941.-10.5.1993 at 9.160'c

*[Signature]*  
A.L.R..

170453 Variation of terms renewing the  
within lease for 33 years commencing on 1  
July 1993.-23.9.1993 at 9.550'c

*[Signature]*  
A.L.R..

DATED 26 - 6 1992

BETWEEN THE NELSON-MARLBOROUGH REGIONAL COUNCIL a body corporate under the Local Government Act 1974 (called "the Council")

AND THE MULLER STATION LIMITED

(Called "the Farmer")

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LAND IMPROVEMENT AGREEMENT

MWD\_0022461



OFFICE COPY

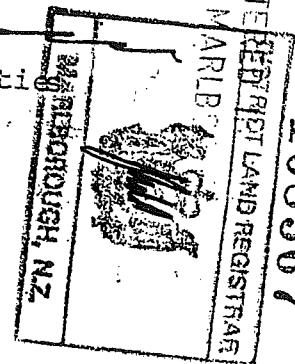
9.16 10.MAY93

168367

ASST. LAN  
21/6/94  
16/5/91  
58/62  
46/198

Correct for the purposes of the Land Transfer Act

Solicitor for the Parti





NOTICE OF PRODUCTION OF INSTRUMENTS

I.D. 107

The District Land Registrar

Private Bag

BLENHEIM

Messrs Radich Dwyer Hardy-Jones

High Street, Blenheim.

(Firm intending to register)

For office use only  
Date 29/4/93  
Number \_\_\_\_\_

The following are produced

List of Instruments Produced by Number or C.T. Reference

Certificates of Title 46/198, 58/62, 1B/551 and 2A/694

To enable registration of:

1. A Land Improvement from Muller Station to Nelson/Harl Regional Council
2. A Agreement from \_\_\_\_\_ to \_\_\_\_\_
3. A \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_
4. A \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

After Registration Instruments Listed Above To Be Returned To:

The Rural Bank Limited,

P.O. Box 492, Blenheim.

*Handwritten:* 29/4/93  
sfb  
1/1

Received Above Instruments

For D.L.R. 29 4 93

This copy to be given to firm intending to register. Registration authorised above will not be accepted without production of this notice

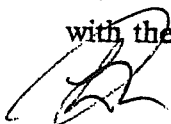
LAND IMPROVEMENT AGREEMENT

THIS AGREEMENT is made the 26<sup>th</sup> day of June 1992  
BETWEEN THE NELSON-MARLBOROUGH REGIONAL COUNCIL a body Corporated  
under the Local Government Act 1974 (called "the Council") AND

THE MULLER STATION LIMITED of Christchurch  
(called "the Farmer")

WHEREAS

1. The Farmer is the owner or lessee of the land described in the First Schedule ("the land").
2. The Farmer farms the land.
3. The Council and the Farmer have agreed to the Rabbit and Land Management Plan ("the plan") set out in the Second Schedule for the purposes of:
  - (a) Controlling or eradicating rabbits on the land: and
  - (b) Conserving the soil and vegetation on the land.
4. Council has agreed under Section 30 of the Soil Conservation and Rivers Control Act 1941 to pay grants towards the cost of implementing the plan.
5. The parties have agreed that the payment of grants will be made on the terms set out in this agreement.
6. The parties have also agreed that the terms of this agreement will bind the Farmer and any successors in title to perform and observe the terms of this agreement and will run with the land.



7. The agreement is to be registered against the title to the land under Section 30A of the Soil Conservation and Rivers Act 1941.
8. The plan is part of the Rabbit and Land Management Programme being undertaken by the Crown and the Council in the Nelson Marlborough region.
9. All grants paid by the Council under the plan are funded by the Crown and the Council.
10. The plan is conditional upon:
  - (i) Continuing Crown funding of the Rabbit and Land Management Programme in the Nelson Marlborough region; and
  - (ii) The payment to the Council by the Crown of money necessary for the Council to make the grants payable by the Council under the plan.
11. The Ministry of Agriculture and Fisheries ("MAF") is responsible for implementing monitoring and overseeing the Rabbit and Land Management Programme for the Nelson Marlborough region on behalf of the Crown.
12. The plan has been approved by the Ministry of Agriculture and Fisheries.

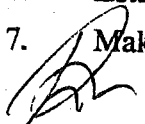

**IT IS AGREED:**

**1. COMMENCEMENT**

- 1.1 This agreement shall be deemed to have commenced on 1st April 1990.

**2. THE FARMERS OBLIGATION**

**2.1 The Farmer shall:**

1. Implement the plan
  2. Carry out the works in the plan to be undertaken by the Farmer
  3. Adopt and maintain land management practices described in the plan
  4. Carry out any maintenance required by the plan
  5. Use any rabbit control or eradication measures described in the plan
  6. Establish and maintain land uses prescribed by the plan
  7. Make on demand the payments to be made by the Farmer under the plan
- 
- 

2.2 The Farmer shall carry out his obligations according to the specifications in the plan.

3. THE COUNCILS OBLIGATION

3.1 The Council shall:

1. Carrying out any works in the plan to be undertaken by the Council
2. Make the grants to be paid by the Council under the plan
3. Provide the Farmer with technical advice and assistance until 30 June 1995

3.2 The Council shall carry out its obligations in accordance with the specifications in the plan.

4. GRANTS

4.1 Subject to 4.3 grants shall be paid by the Council at the percentage rates set out in the plan.

4.2 Any dollar figures (other than the property cap) shown in the plan are illustrative only and not binding on the Council.

4.3 The Crown grant payable by the Council shall not exceed (in dollars) the property cap set out in the plan. If further funds become available from the Crown, the Council may in its discretion make additional grants on the same terms and conditions that are set in this agreement and the plan.

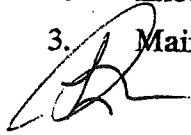
5. FINANCIAL RECORDS

5.1 The Council shall open a property account to record all transactions for implementation of the plan.

6. INFORMATION

6.1 The Farmer shall, on request, supply any information requested by the Council on:

1. Implementation of the plan
2. Execution of the works described in the plan
3. Maintenance of the works



4. The Farmers land management practices
5. Actual or potential uses of the land
6. Pest and noxious plant levels on the land
7. Rabbit control or eradication measures undertaken by the Farmer
8. The costs of implementing the plan
9. The costs of undertaking further or additional rabbit control or eradication measures
10. The financial returns achieved by the Farmer in using the land and the costs incurred in obtaining those returns.

**7. RIGHT OF ENTRY**

7.1 The Council and MAF may, at any time, enter the land to:

1. Inspect the land
2. Monitor the implementation of the plan
3. Evaluate the success of the plan

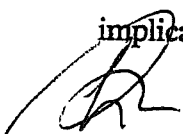
7.2 In carrying out an inspection the Council and/or MAF may use any vehicles and other equipment it considers necessary.

7.3 The Council and MAF shall give the Farmer notice before entering.

**8. DISCLAIMER**

8.1 The Farmer acknowledges:

1. The Farmer has been offered an opportunity of receiving independent financial and farm management advice on the plan and its effects and implications
2. The Farmer has entered into this Agreement solely in reliance upon the Farmers own judgement
3. The Farmer has not entered into this Agreement in reliance upon or in consideration of any advice given or statement made by MAF or the Council
4. The Farmer has been advised to obtain and has had the opportunity of receiving independent legal advice on the terms of this agreement and its effects and implications.



9. DURATION

9.1 Subject to clause 9.2 the Farmer's obligations under this Agreement shall end on 30 June 2010.

9.2 The Farmer shall not remove any trees planted under the plan without the Council's written consent before 30 June 2020.

10. FURTHER RABBIT CONTROL, ERADICATION AND LAND MANAGEMENT

10.1 The Farmer shall, from 30 June 1995, be responsible for taking any steps necessary to prevent rabbit numbers increasing above the levels attained between the period 1 April 1990 to 30 June 1995.

10.2 For this purpose the Farmer shall:

1. Carry out at the Farmers own cost:

(i) all necessary control or eradication measures

(ii) all necessary works

(iii) all necessary maintenance of works

2. Adopt any land management practices and land uses which may assist in preventing rabbit populations increasing.

10.3 If the Farmer fails to prevent rabbit populations increasing after 30 June 1995 the Council reserves the right to exercise its powers under the Agricultural Pest Destruction Act 1967, the Noxious Plants Act 1978, the Rating Powers Act 1988 and any other legislation administered by the Council. In particular (but without limiting the Council's powers) the Council may enter the land and carry out rabbit control or eradication measures, works, or maintenance of works, make and levy rates and recover any costs incurred by the Council from the Farmer.

11. DEFAULT BY THE FARMER

11.1 If the Farmer breaches this agreement and the breach is capable of being remedied then the Council shall serve a written notice on the Farmer describing the breach and

requiring the Farmer to remedy the breach within the time specified in the notice.

- 11.2 The time given to remedy the breach shall be a reasonable time having regard to the nature and effect of the breach and the means by which the breach can be remedied.
- 11.3 If the breach cannot be remedied the Council shall give notice of the breach to the Farmer.
- 11.4 If the Farmer fails to remedy the breach within the time specified in the notice or if the breach is incapable of remedy the Farmer shall, upon demand, pay to the Council the amount of the grant actually paid by the Council under the plan to the date of demand by the Council under this agreement or such lesser sum as the Council decides should be repaid to the Council.
- 11.5 The amount recoverable by the Council under the preceding subclause shall be a reasonable sum having regard to the nature and effect of the breach.
- 11.6 If the Farmer is dissatisfied with:
  1. Council's finding that the Farmer is in breach of the agreement
  2. The time fixed by the Council to remedy any breach
  3. The sum payable by the Farmer under Clause 10.4

the Farmer may, within 14 days of receiving notice of the breach, or as the case may be, the notice of demand he may by written notice to the Council refer the matter to arbitration for determination.

## 2. ARBITRATION

- 2.1 Any dispute between the Council and the Farmer under this agreement shall be referred to arbitration.
- 2.2 The dispute shall be determined by a single arbitrator appointed by the parties, or failing agreement the nominee of the Minister of the Environment or the Minister's delegate.
- 2.3 Any reference to arbitration shall be deemed to be a submission to arbitration in terms of the Arbitration Act 1908.
- 2.4 The Arbitration Act 1908 shall apply to any arbitration under this agreement.



12.5 The award of the Arbitrator shall be final and binding on the parties.

13. SERVICE

13.1 Notices may be served on the Council by being delivered to the Council's principal office.

13.2 Notices may be served on the Farmer either:

1. Personally; or
2. By post; a notice sent by post shall be deemed to be served on the Farmer on the 7th day after posting unless the contrary is proved. It is sufficient that the notice be addressed to the Farmer's last known address or to the address of the land.

14. ENFORCEMENT

14.1 This agreement is a land improvement agreement under Section 30(3) and 30A of the Soil Conservation and Rivers Control Act 1941.

14.2 All the provisions of those Sections shall apply to this agreement.

14.3 Any sum payable to the Council under clause 10.4 may be recovered by the Council under Section 30A of the Soil Conservation and Rivers Control Act 1941.

14.4 This agreement shall bind the Farmer and the Farmer's successors in title.

14.5 The Council shall register this agreement against the title to the land.

15. PERSONAL LIABILITY OF THE FARMER

15.1 The Farmer shall be personally liable under this agreement to the extent provided by this agreement and Section 30A of the Soil Conservation and Rivers Control Act 1941.

15.2 If the Farmer is two or more persons then the liability shall be joint and several.

16. VARIATIONS

16.1 This agreement (including the plan) may be varied by the parties.

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16.2 Any variation shall be in writing.

16.3 No variation shall have effect until approved by MAF.

16.4 Any variation may be registered against the title to the land.

**17. AGREEMENT CONDITIONAL UPON GOVERNMENT FUNDING**

17.1 This agreement is conditional upon the Crown paying to the Council annually during the period 1 April 1990 to 30 June 1995 the money necessary to enable the Council to pay the Crown grants set out in the plan up to the level of the property cap.

17.2 This condition is a condition subsequent.

17.3 If the Crown fails to provide the Council with funds then the Council shall give notice to the Farmer. This notice shall relieve the Farmer and the Council from further performance of this agreement except that:

1. Works commenced shall be completed.
2. Works (excluding removal or planting of vegetation) completed shall be maintained by the Farmer until 30 June 2010.
3. Any trees already planted shall not be removed without the Council's written consent before 30 June 2020.
4. The Farmer shall continue land management practices and land uses already adopted in accordance with the plan until 30 June 2000.
5. The Farmer shall maintain any areas stripped of or planted with vegetation until 30 June 2000.
6. The provisions of clauses 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 18 and 19 of this Agreement shall continue to apply.

**18. MAF'S RIGHTS**

18.1 The rights and powers conferred on MAF by this agreement are "benefits" and MAF is "a beneficiary" for the purposes of the Contract (Privity) Act 1982.

18.2 MAF may enforce any provisions for its benefit as if it were a party to this agreement in accordance with the terms of this agreement and the provisions of the Contracts (Privity) Act 1982.

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19. INTERPRETATION

19.1 "Council" includes its officers, employees, agents and independent contractors.

19.2 "Farmer" includes any person acquiring the Farmer's interest in the land.

19.3 "Crown Grant" means the money payable by the Crown to the Council under the plan.

19.4 "Land Management" includes:

1. Adhering to specific livestock levels.
2. Using particular feed production techniques
3. Using particular livestock types and breeds
4. Implementing particular grazing programmes
5. Grazing land or parts of the land at particular times and/or under particular conditions
6. Supply livestock with specified feed
7. Retiring land from use by livestock
8. Spelling land from use by livestock

19.5 "MAF" is the Ministry of Agriculture and Fisheries and includes its officers, employees, agents and independent contractors.

19.6 The Property Cap" is the maximum dollar amount of the Crown grants payable by the Council under the plan; the property cap is set out in the plan.

19.7 "Rabbit control and eradication measures" include;

1. Aerial and ground poisoning
2. Aerial and ground shooting
3. Fumigation
4. Trapping
5. Any authorised biological methods

and includes both primary and secondary control operations.

19.8 The "Rabbit and Land Management Programme" is the programme created by agreement between the Council and Crown dated 19 December 1990.

19.9 "Works" include;

1. Access tracking
2. Fencing and erection of structures
3. Removal of vegetation
4. Planting of vegetation
5. Repair and replacement of existing works
6. Upgrading existing works
7. Habitat modification

19.10 References to the singular include the plural and vice versa.

19.11 References to any statutes include any Acts amending or replacing any statutes.

THE COMMON SEAL OF the  
NELSON-MARLBOROUGH REGIONAL COUNCIL

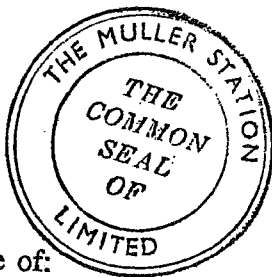
was attached in the presence of:



[Signature] General Manager

[Signature] Chairman  
~~Director~~

SIGNED by



[Signature]

in the presence of:

Witness: [Signature]

Occupation: Secretary Overseas Nelson Marlborough Regional Council

Address: Blenheim