

Crown Pastoral Land Tenure Review

**Lease name : OTEMATATA
STATION II**

Lease number : PO 305

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 09



Our Ref: Contract c 50268 (File Ref: 1014)

Your Ref: P 305 LIPS 12562

Date: 27 May 2002.

Crown Property Management,
Land Information New Zealand,
Private Bag 4721,
CHRISTCHURCH.

Attention : Mr G Webley

Dear Sir


STATUS INVESTIGATIONS – PASTORAL TENURE REVIEW, CONTRACT 50268

I refer to my letter dated 22 May 2002 enclosing the approved Status Report for Otematata II.

When I released this report I had not received a response from DOC in respect to Conservation areas and Concessions etc,

I have now received DOC'S comments and a copy is enclosed for your records together with a copy of the amended last 2 pages of the report incorporating their comments which you should replace with those pages sent under cover of my letter dated 22 May 2002.

Yours faithfully
DTZ New Zealand


Murray Bradley
Manager Public Sector/Crown Accredited Supplier

LAND STATUS REPORT for OTEMATATA - ii

[LIPS ref.12562]

Property | 1 | of | 1

Research – continued

Property	1	Of	1	
If Crown land - Check Irrigation Maps.				N/A
Mining Maps				There are no mining interests recorded within the boundaries of the Pastoral Lease in the National Mining Index.
If Road				Crown Grant and Section 110 A Public Works Act 1928.
a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989				(a) N/A.
b) By Proc				(b) Proc 339854/340318
c) Plan No				(c) SO Plan 17273 and SO 16562
Other Relevant Information				
a) Concessions - Advice from DOC or Knight Frank.				(a) DOC advise that there are no Conservation areas within the boundaries of the Run However the following Conservation areas adjoin the Run: H40/107-Hawkdun Conservation Area being stewardship land held pursuant to Section 62 Conservation Act and H39/86 & H40/16- being Marginal Strips held pursuant to part IVA Conservation Act 1987. See attached Plan. There are no concessions granted over these areas.
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998.				(b) Subject to Part 9 of The Ngai Tahu Claims Settlement Act 1998.
c) Mineral Ownership				(c) Mines and minerals are owned by the Crown because the land has never been alienated since its acquisition for settlement purposes from the former Maori owners under The Kemp Deed of Purchase (1848). Contained in : CT OT 2C/586 being the earliest lease issued in the Land Transfer Office.
d) Other Information				d)Note: Run 743 was former Oamaru Harbour Board Endowment Land. The land was originally vested in the Oamaru Harbour Board by virtue of the "Oamaru Harbour Board Act 1881".Section 3 of that Act stated that the land shall remain subject to the provisions of the" Land Act 1887". The Crown purchased the Oamaru Harbour Board's interest in the land in 1964 and took over the lease along with others.

	<p>Consequently, the land was Oamaru Harbour Board Endowment land prior to the issue of the lease under CT No. 2C/586. The overall effect is that the land was still Crown land subject to the Land Act but managed by the Oamaru Harbour Board until the lease was issued. A legal opinion dated November 1922 from Hislop and Creagh confirms that the former Oamaru Harbour Board Endowment land was still subject to "the Land Acts" in the same manner as other similar Crown Lands.</p>
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Department of Conservation
Te Papa Atawhai

Our ref: PAR 019, PAP 03-02-204

23 May 2002

The Manager
DTZ
P O Box 5744
Dunedin ,

Attention: Martin George

Dear Sir

PASTORAL LEASE STATUS CHECKS - OTEMATATA # 2

I refer to your letter of 18 April, 2002. Please accept my apologies for the delay in replying. I didn't pick up that there were two letters dealing with Otematata Pastoral Leases, numbered one and two.

Our records show that Otematata No. 2 Pastoral Lease does not have any Conservation land within the relevant boundaries. Parcels of Public Conservation land adjoin the property however. Please refer to the attached plan. Details are:

- H40/107 - Hawkdun Conservation Area. Stewardship land held pursuant to Section 62 of the Conservation Act 1987 (formerly Crown Land allocated to the Department in the Lands and Survey split).
- H39/86 & H40/16 -Marginal Strips. Held pursuant to Part IVA of the Conservation Act 1987.

None of the lands are within the boundary of the Otematata pastoral lease, so I have not made any enquiries regarding concessions that may be issued over either parcel.

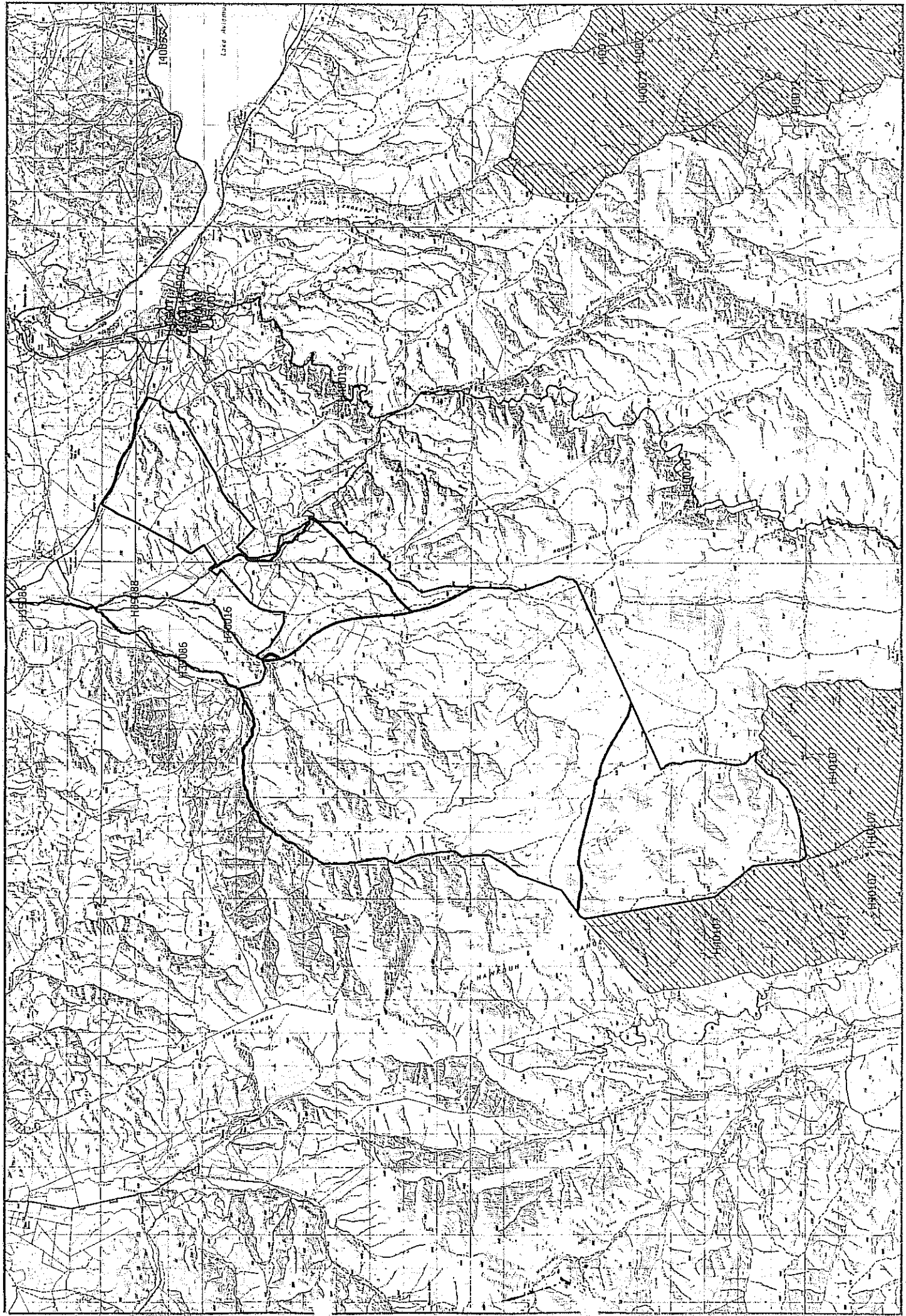
This lease was renewed in 1997, so all qualifying waterways within the boundary will now be subject to marginal strips pursuant to Part IVA of the Conservation Act 1987. There has not been any formal inspection or survey of the property to consider which waterways qualify (if any), so it is not possible for me to comment on any potential marginal strips that are not shown on any survey plan. There will be no concessions granted over any marginal strips, save for a number of generic concessions covering the majority of the conservation estate in the conservancy.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Robert Cant', with a long horizontal stroke extending to the right.

Robert Cant
Statutory Land Management Officer (Community Relations)
For Conservator, Canterbury
Email: Rcant@doc.govt.nz

Otematata No 2





New Zealand
International Property Advisers

File reference : LINZ (LIPS 12562) P305.

CERTIFICATE OF AUTHORISATION

PROPERTY ADDRESS:

OTEMATATA II PASTORAL LEASE – P305 – STATUS REPORT.

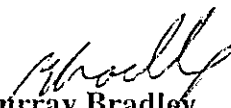
ASSURANCE

Knight Frank (NZ) Limited gives an assurance that the document attached to this certificate is in order for signature.

The decision when made will comply with the following statutory requirements :

- The New Standards & Guidelines Manuals Chief Crown Property Officer; Legalisation /Roading;OSG Standard 1995/05.
- Land Act 1948
- Crown Pastoral Land Act 1998

In giving this assurance **Knight Frank (NZ) Limited** undertakes that all relevant policy instructions, legal requirements, court judgements and any other matters have been taken into account and applied where appropriate.


Murray Bradley
Crown Accredited Supplier / Nominated Person

Date : 9/5/2002

DTZ New Zealand Limited MREINZ, 248 Cumberland Street, Dunedin, PO Box 5744 Dunedin, New Zealand
Telephone +64 3 474 0571 Fax +64 3 477 5162 Email dunedin@dtz.co.nz Website www.dtz.co.nz.

DTZ New Zealand is within the DTZ Debenham Tie Leung group of companies. This group is in international alliance with AEW Capital Management and the Staubach Company in USA. Globally DTZ has over 6,500 staff in 33 countries and 125 offices.

DTZ NEW ZEALAND

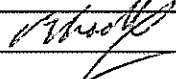
Appendix A

This report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated September 2001 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for OTEMATATA - ii				[LIPS ref.12562]
Property	1	of	1	

Land District	Otago
Legal Description	Part Run 743 situated in Gala and Turnagain Survey Districts.
Area	12,787.3814 hectares.
Status	Crown land subject to The Land Act 1948.
Instrument of lease	Balance CIR OT 2C/586.
Encumbrances	- Subject to and appurtenant hereto is a right to convey water created by Transfer No. 325135. - 854438 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941. - Subject to Part IVA Conservation Act 1987.
Mineral Ownership	Minerals remain with the Crown as the land has never been alienated since its acquisition for settlement purposes from the former Maori owners under The Kemp Deed of Purchase.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	18 April 2002
[Certification Attached]	Yes

Prepared by	Murray Bradley 
Crown Accredited Agent	DTZ New Zealand

DTZ NEW ZEALAND

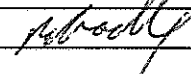
Appendix B

This land status report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated September 2001 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for OTEMATATA II				[LIPS ref.12562]
Property	1	of	1	

Land District	Otago
Legal Description	Part Run situated in 743 Gala and Turnagain Survey Districts.
Area	12,787.3814 hectares.
Status	Crown Land subject to The Land Act 1948.
Instrument of lease	Balance CIR OT 2C/586.
Encumbrances	<ul style="list-style-type: none"> - Subject to and appurtenant hereto is a right to convey water created by Transfer No. 325135. - 854438 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941. - Subject to Part IVA Conservation Act 1987.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	18 April 2002
[Certification Attached]	Yes

Prepared by	Murray Bradley 
Crown Accredited Agent	DTZ New Zealand

Certification:

Pursuant to section 11(1)(1) of the Survey Act 1986 and acting under delegated authority of the Surveyor-General pursuant to section 11 (2) of that act, I hereby certify that the land described above is; Crown Land subject to the Land Act 1948.



Date 15 / 5 / 2002

Max Warburton, Chief Surveyor
Land Information New Zealand, Dunedin

OTEMATATA RESEARCH - Property 1 of 1

<p>Notes : This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6</p>	<p>Note: Run 743 was former Oamaru Harbour Board Endowment Land. The land was originally vested in the Oamaru Harbour Board by virtue of the "Oamaru Harbour Board Act 1881". Section 3 of that Act stated that the land shall remain subject to the provisions of the "Land Act 1887". The Crown purchased the Oamaru Harbour Board's interest in the land in 1964 and took over the lease along with others.</p> <p>Consequently, the land was Oamaru Harbour Board Endowment land prior to the issue of the lease under CT No. 2C/586. The overall effect is that the land was still Crown</p>
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	<p>land subject to the Land Act but managed by the Oamaru Harbour Board until the lease was issued.</p>
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A legal opinion dated November 1922 from Hislop and Creagh confirms that the former Oamaru Harbour Board Endowment land was still subject to "the Land Acts" in the same manner as other similar Crown Lands.

LAND STATUS REPORT for OTEMATATA - ii				[LIPS ref.12562]
Property	1	of	1	
Research Data: <i>Some Items may be not applicable</i>				
Property	1	of	1	
SDI Print Obtained	Yes			
NZMS 261 Ref	H39 and H40.			
Local Authority	Waitaki District Council.			
Crown Acquisition Map	Kemp Deed of Purchase.			
SO Plan	SO 13766 (1965), Defines Run 743. SO 16562 (1967) shows plan of road to be closed and taken for the development of water power.			
Relevant Gazette Notices	N/A			
CT Ref / Lease Ref	Balance CIR OT 2C/586.			
Legalisation Cards	13766 – No legalisation Card. 16562 – No legalisation Card..			
CLR	<p>The CLR records the following:</p> <p>CT No: 2C/586. Area: 31,598 acres 1 rood 9.2 perches (12,787.3814 ha). SO Plans: 13766, 16562. File Reference: P305. Notes: Run 743 previously part of Runs 160C, 160D, 160E and 160F.</p>			
Allocation Maps (if applicable)	A check of the SOE/DOC/UCL Allocation Maps Schedules revealed no allocations within the boundaries of the lease.			
VNZ Ref - if known	Part 26050-9500.			
Crown Grant Maps	The Crown Grant Map for the Gala and Turnagain Survey Districts did not identify Run 743.			
If subject land Marginal Strip:				
(a) Type [Sec 24(9) or Sec 58]	(a) Section 24(9) of The Conservation Act 1987.			
(b) Date Created	(b) 1 January 1998.			
(c) Plan Reference	(c) OT 2C/586.			

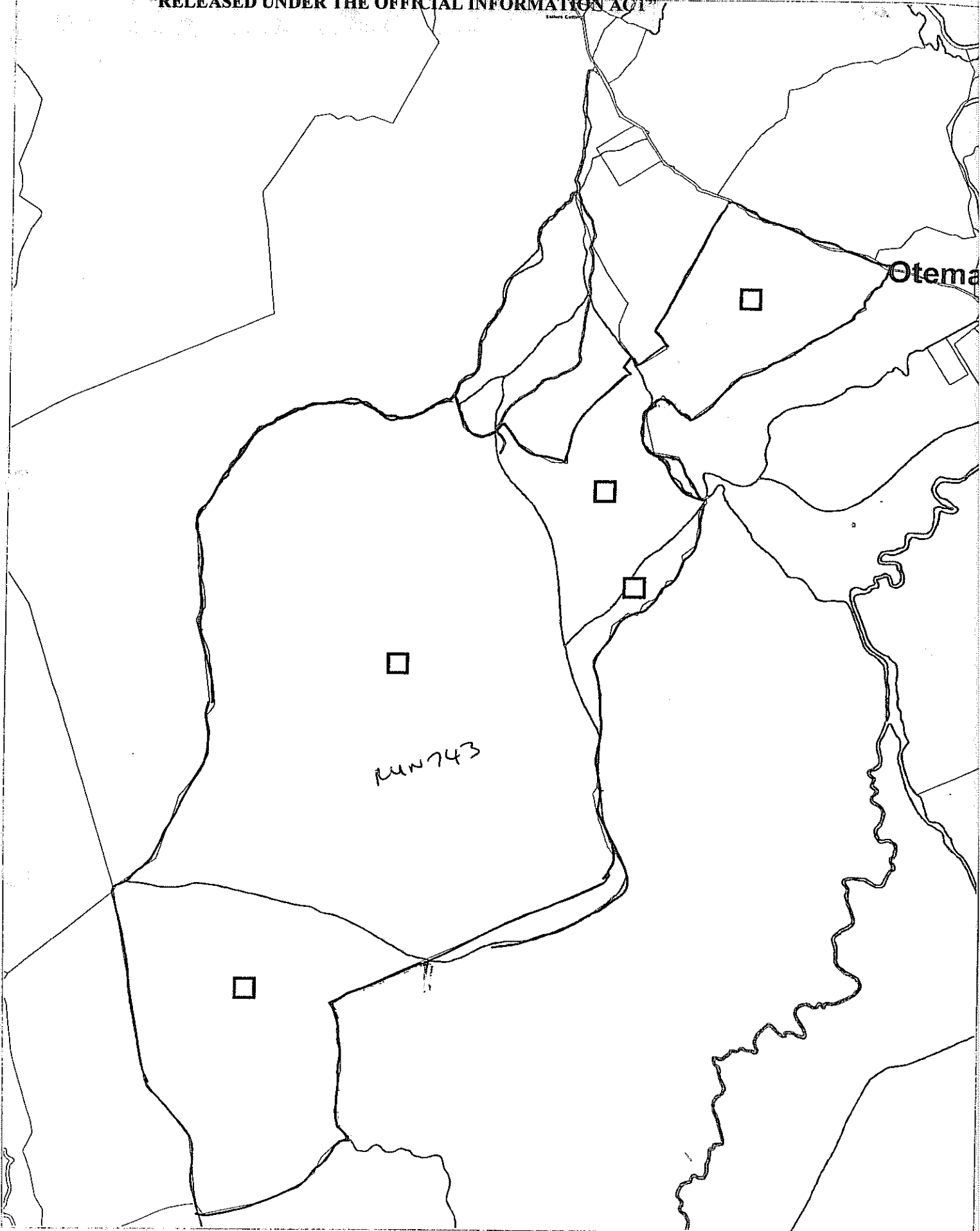
LAND STATUS REPORT for OTEMATATA - ii				[LIPS ref.12562]
Property	1	of	1	

Research – continued

Property	1	Of	1	
If Crown land - Check Irrigation Maps.				N/A
Mining Maps				There are no mining interests recorded within the boundaries of the Pastoral Lease in the National Mining Index.
If Road				Crown Grant and Section 110 A Public Works Act 1928.
a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989				(a) N/A.
b) By Proc				(b) Proc 339854/340318
c) Plan No				(c) SO Plan 17273 and SO 16562
Other Relevant Information				
a) Concessions - Advice from DOC or Knight Frank.				(a) Nil
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998.				(b) Subject to Part 9 of The Ngai Tahu Claims Settlement Act 1998.
c) Mineral Ownership				(c) Mines and minerals are owned by the Crown because the land has never been alienated since its acquisition for settlement purposes from the former Maori owners under The Kemp Deed of Purchase (1848). Contained in : CT OT 2C/586 being the earliest lease issued in the Land Transfer Office.
(d) Other Information				d)Note: Run 743 was former Oamaru Harbour Board Endowment Land. The land was originally vested in the Oamaru Harbour Board by virtue of the "Oamaru Harbour Board Act 1881".Section 3 of that Act stated that the land shall remain subject to the provisions of the" Land Act 1887". The Crown purchased the Oamaru Harbour Board's interest in the land in 1964 and took over the lease along with others. Consequently, the land was Oamaru Harbour Board Endowment land prior to the issue of the lease under CT No. 2C/586. The overall effect is that the land was still Crown land subject to the Land Act but managed by the Oamaru Harbour Board until the lease was issued. A legal opinion dated November 1922 from Hislop and Creagh confirms that the former Oamaru Harbour Board Endowment land was still subject to "the Land Acts" in the same manner as other similar

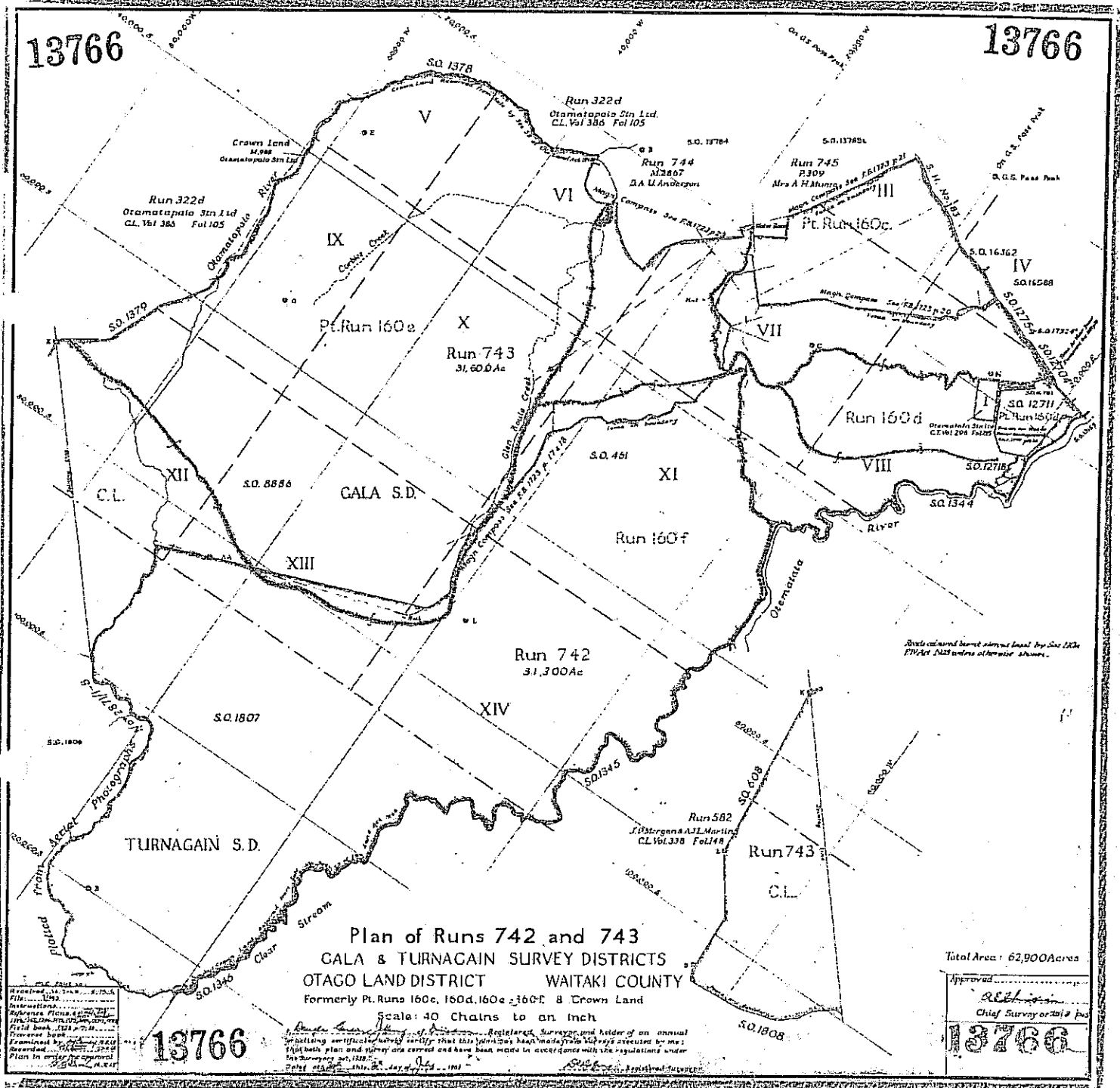
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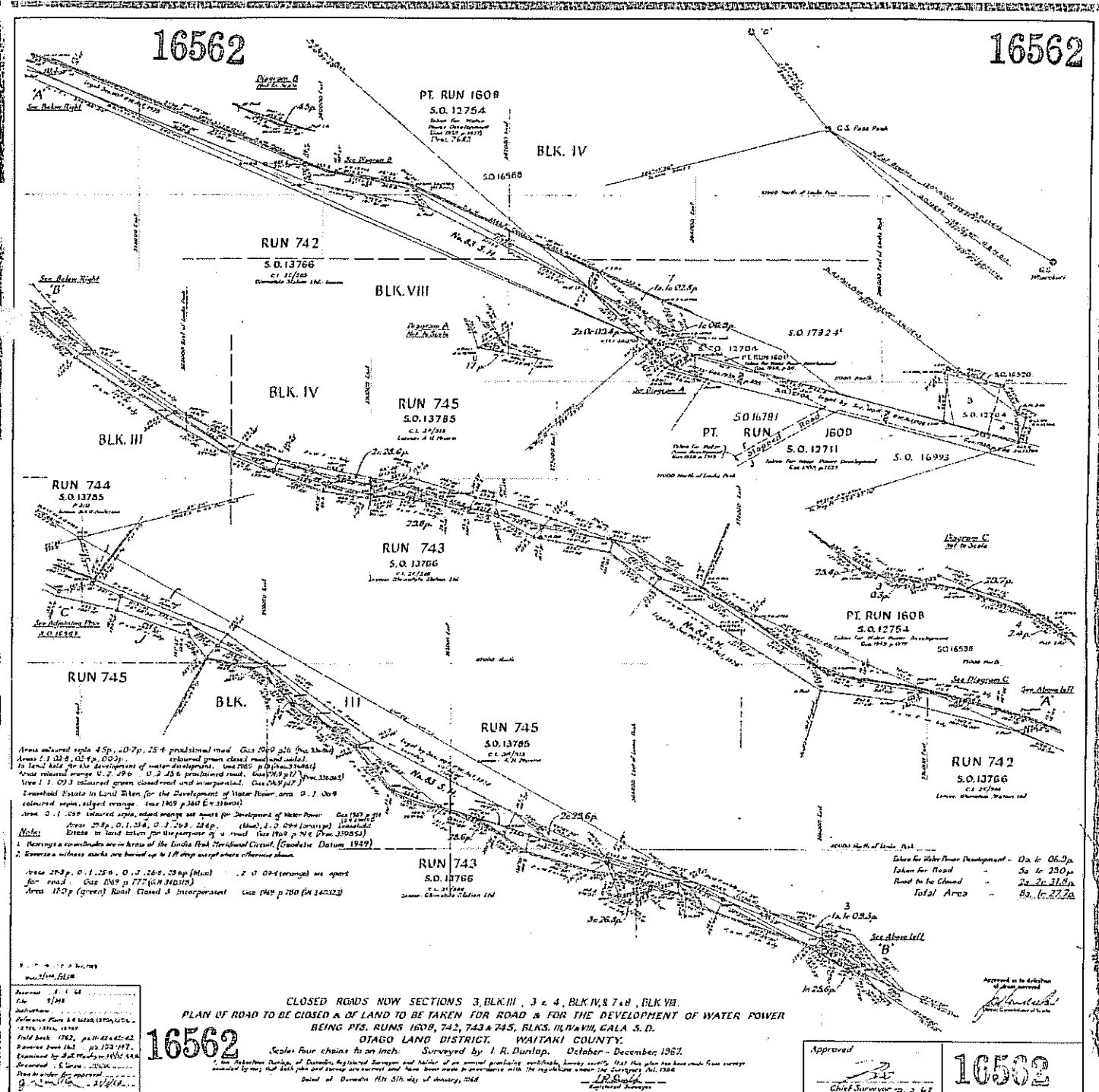
	Crown Lands.
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0 2000 4000 6000 8000 10000 12000m

Scale 1:100000





Areas coloured orange 4.5p., 20.7p., 25.4p. provincial road. Cas 599 p.16 (see 313000)
 Areas 1.1.22.4, 02.9p., 00.0p. coloured green closed road and water.
 To Land held for the development of water development. Cas 700 p.17 (see 313000)
 Areas coloured orange U.T. 29.0 - 0.2 25.6 provincial road. Cas 1519 p.17 (see 313000)
 Area 1.1.09.3 coloured green closed road and water. Cas 549 p.17 (see 313000)
 Landhold Estate in Land taken for the Development of Water Power. Area 0.1.00.9
 coloured orange, edged orange. Cas 1809 p.20 (see 313000)
 Area 0.1.02.9 coloured orange, edged orange set apart for Development of Water Power. Cas 1803 p.21
 (see 313000)
 Areas 25.9p., 0.1.25.6, 0.1.26.6, 25.9p. (Area) 2.0.0.4 (orange) set apart
 for road. Cas 689 p.17 (see 313000)
 Area 11.0p. (green) Road closed & incorporated. Cas 1949 p.20 (see 313000)

Also for Water Power Development - 0.2.4. 06.0p.
 Taken for Road - 5.0.4. 15.0p.
 Road to be Closed - 2.2.2. 31.0p.
 Total Area - 8.2.4. 22.2p.

16562

CLOSED ROADS NOW SECTIONS 3, BLK. III, 3 & 4, BLK. IV, & 7 & 8, BLK. VII.
 PLAN OF ROAD TO BE CLOSED & OF LAND TO BE TAKEN FOR ROAD & FOR THE DEVELOPMENT OF WATER POWER
 BEING PTS. RUNS 1609, 742, 743 & 745, BLKS. III, IV, VII, & VIII, CALA S. D.
 OTAGO LAND DISTRICT, WAITAKI COUNTY.

Scale: Four chains to an inch. Surveyed by I. R. Dunlop, October-December 1962.

I, the undersigned, District Registrar, do hereby certify that this plan has been made from surveys conducted by me, and that the same are correct and have been made in accordance with the regulations under the Survey Act, 1958.

Dated at Dunedin this 5th day of January, 1968.

I. R. Dunlop
 District Registrar

Approved in the absence of the Chief Surveyor

Approved
 Chief Surveyor

16562



COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952



Search Copy

R. W. Muir
Registrar-General
of Land

Identifier **OT2C/586**
Land Registration District **Otago**
Date Registered 26 November 1965 02:04 pm

Type	Lease under s83 Land Act 1948	Term	33 years years commencing on the 1st day of January 1965 and extended to 1.1.2031
Area	12787.3814 hectares more or less		

Legal Description Part Run 743

Proprietors

Otematata Station Limited

Interests

Subject to a right to convey water over part herein appurtenant to Run 745 (CT OT3A/513) created by Transfer 325135 - 19.3.1968 at 2.30 pm ✓

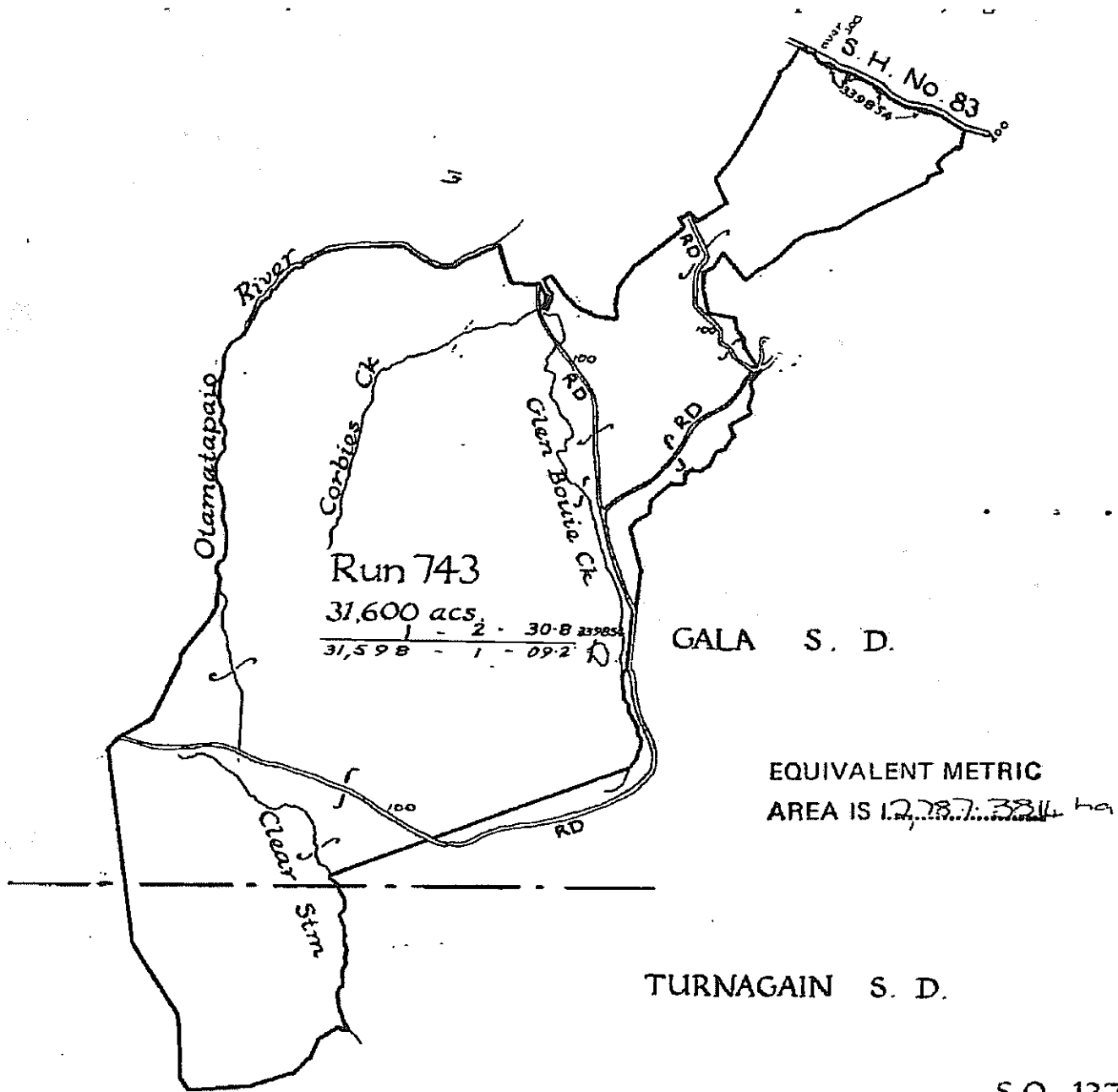
Appurtenant hereto is a right to convey water over part Run 744 (CT OT2D/450) created by Transfer 325135 - 19.3.1968 at 2.30 pm ✓

511103 Mortgage to The National Bank of New Zealand Limited - 15.2.1979 at 9.23 am

✓ 854438 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 2.5.1994 at 9.38 am

911293 Variation of Mortgage 511103 - 4.7.1996 at 9.44 am

✓ 935982.1 Variation and extension of term of within Lease - 4.9.1997 at 12.50 pm



S.O. 13766



COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952



Historical Search Copy

H40 2
H39

R. W. Muir
Registrar-General
of Land

Identifier **OT2C/586**
Land Registration District **Otago**
Date Registered 26 November 1965 02:04 pm

Type	Lease under s83 Land Act 1948	
Area	12787.3814 hectares more or less	Term 33 years years commencing on the 1st day of January 1965 and extended to 1.1.2031

Legal Description Part Run 743

Original Proprietors
Otematata Station Limited

Interests

Subject to a right to convey water over part herein appurtenant to Run 745 (CT OT3A/513) created by Transfer 325135 - 19.3.1968 at 2.30 pm

Appurtenant hereto is a right to convey water over part Run 744 (CT OT2D/450) created by Transfer 325135 - 19.3.1968 at 2.30 pm

511103 Mortgage to The National Bank of New Zealand Limited - 15.2.1979 at 9.23 am

854438 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 2.5.1994 at 9.38 am

911293 Variation of Mortgage 511103 - 4.7.1996 at 9.44 am

935982.1 Variation and extension of term of within Lease - 4.9.1997 at 12.50 pm

L. & S.—B. 4

Former Ref. Vol. - fol. -

L. & S. Ref. No. P. 305

**PART - CANCELLED AND REGISTERED
PART TAKEN BY GAZETTE NOTICE**

Entered in the Register-book, the
26th day of November

No. 2C/586



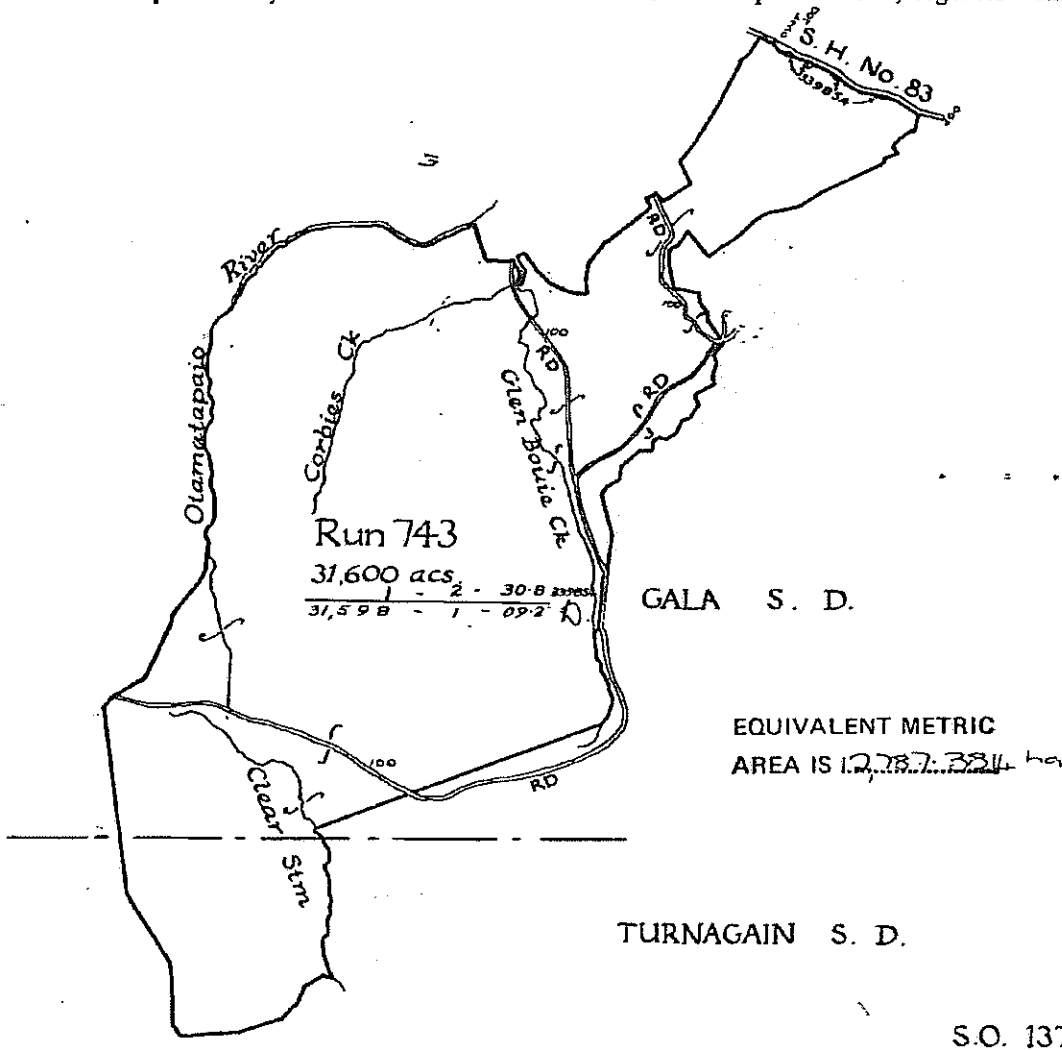
Hayes
Land Registrar

Pastoral Lease under the Land Act 1948

This Deed, made the 1st day of December 1964 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and OTEMATATA STATION LIMITED a duly incorporated company having its registered office at Dunedin

(hereinafter referred to as "the Lessee"), of the other part: WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied, and on the part of the Lessee to be paid, observed, and performed; the Lessor doth hereby demise and lease unto the lessee, all that parcel of land containing by estimation 31,600 acres, and being Run 743, Gala and Turnagain Survey Districts

as the same is more particularly delineated with bold black lines on the plan hereon; together with the rights,



Scale: 2 miles to an inch.
No. L.O.D.

S.O. 13766

No. 2C/586

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of 33 years, commencing on the 1st day of January 1965, together with the period between the date of this lease and the aforesaid 1st day of January 1965, YIELDING and paying therefor unto the Department of Lands and Survey at Dunedin the annual rent of £ 425.0.0 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 £~~ by a deposit of £ ~~(which has already been paid) and thereafter by~~ half-yearly instalments of £ ~~on the 1st day of January and the 1st day of July in each and every year.~~

AND the Lessee doth hereby covenant with the Lessor as follows:

1. THAT without derogating from or restricting the covenants contained and implied in this lease and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the land hereby demised more than 6375 ^{metres} sheep which number shall not include more than 1500 breeding ewes nor more than 60 cattle which number shall not include more than 50 breeding cows PROVIDED HOWEVER that the Lessee may with the prior written consent of the Land Settlement Board carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Land Settlement Board to revoke or vary such consent at any time.

2. That the Lessee will at all times farm the land hereby demised in a manner to promote soil conservation and prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1941.

AND it is hereby agreed and declared by and between the Lessor and Lessee:

THAT pursuant to the provisions of the Noxious Animals Act 1956 officers and employees of the New Zealand Forest Service and other authorised persons shall at all times have a right of ingress, egress and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums or other animals which the said Service is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers, employees and other authorised persons in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pastoral land under section 66 of 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.

Special Covenant

That the lessee will when required by the Commissioner of Crown Lands execute on such terms and conditions as may be prescribed any Grant of Easement necessary for the right to convey water originating in Corbies Creek to the adjoining Run 745, Benmore and Gala Survey Districts being the land comprised in Pastoral Lease No. P.309.

SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN

Nil.

Witness IN WITNESS whereof the ^{Assistant} Commissioner of Crown Lands for the said Land District, on behalf of the Lessor, has hereunto set his hand, and these presents have also been signed by the said Lessee.

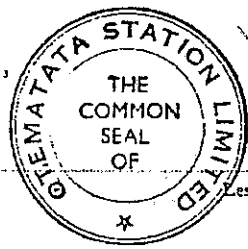
Signed by the ^{Assistant} Commissioner on behalf of the Lessor, in the presence of—

Witness: [Signature]
Occupation: Club Inst. Survey Dept
Address: Dunedin

[Signature]
Assistant Commissioner of Crown Lands.

The Common Seal of Otematata Station Limited, was hereunto affixed
Signed by the above-named Lessee, in the presence of—

Witness: [Signature]
Director
Occupation: Director
Address: J.F. Leaveron



C.T.2C/586

325135 Transfer granting the right to convey water over part within land appurtenant to Run 745 (3A/513) to Alexandria Hannah Munro - 19.3.1968 at 2.30pm



A.L.R.

Appurtenant hereto is a right to convey water over part Run 744 (pt C.T. 2D/450) created by Transfer 325135.



DISCHARGED

A.L.R.

331405 Compensation Certificate pursuant to Section 17 of the Public Works Amendment Act 1948 - 5.9.1968 at 10.41 am.



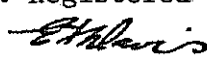
A.L.R.

339854 Gazette Notice declaring the leasehold estate in the part indicated on the plan hereon (1 acre:2 roods 30.8 perches) to be taken for the purposes of a road from and after 21 April 1969. Registered 28.4.1969 at 1.46pm



A.L.R.

340318 Gazette Notice declaring the land in Gazette Notice 339854 to be Set Apart for Road from and after 28 April 1969. Registered 7.5.1969 at 11.30am



A.L.R.

511103 Mortgage to the National Bank of New Zealand Limited - 15.2.1979 at 9.23 am



A.L.R.

854438 Land Improvement Agreement under Section 30A of the Soil Conservation and Rivers Control Act 1941 - 2.5.1994 at 9.38am



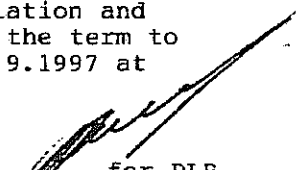
A.L.R.

911293 Variation of Mortgage 511103 - 4.7.1996 at 9.44 am



A.L.R.

935982.1 Variation and extension of the term to 1.1.2031 - 4.9.1997 at 12.50.



for DLR

BALANCE REMAINING
AREA: 12787.3814 ha
DESCRIPTION: part Run 743
Gala f. Tunnagain SD

LAND & DEEDS
Nature: <i>Postal lease</i>
Firm: <i>C.C.L.</i>
26 NOV 1965
Time: <i>2.04</i>
Fee: <i>£ - 15 -</i>
Abstract No. <i>456</i>



67

No. 325133

Correct for the purposes of the Land Transfer Act.

TRANSFER of Land

[Signature]
Solicitor for the Transferee.

situated in Gala, Benmore and Turnagain
Survey Districts.

HER MAJESTY THE QUEEN, Transferor.

ALEXANDRIA HANNAH MUNRO & ORS., Transferee.

Particulars entered in the Register Book

Vol. 2C, folio 586, 3A/513

the 19th day of May 1968 at 2.30 o'clock.

220/450
DISTRICT LAND REGISTRY
19
[Signature]
Assistant Land Registrar.

of the District of

01130

LAND & DEEDS
Folio: *[initials]*
Firm: C.C.K.
19 MAR 1968
2.30
Fees: \$6
Abstract No. 286



Commissioner of Crown Lands,
DUNEDIN.

L. and D. 81
New Zealand

325135 TE

(B)

MEMORANDUM OF TRANSFER

(*) Name, address, and occupation of person selling.

(*) Nature of estate or interest, e.g. "in fee-simple", "of Leasehold", etc.

(*) District, e.g., "County (or City, etc.) of ..."

(*) Here state area.

(*) Here set out the land as described in the relative Certificate of Title and refer to the title by its volume and folio, and in cases other than "fee-simple" also refer to the document being dealt with by number and description, stating whether the land is the whole, the balance, or only a part of that in the title and/or document.

(*) WHEREAS HER MAJESTY THE QUEEN (hereinafter together with her successors and assigns referred to as "the Grantor") is the owner pursuant to the Land Act 1948 ~~being registered as the proprietor of an estate~~(*)

subject, however, to such encumbrances, liens, and interests as are notified by memoranda written or endorsed hereon, in all ~~that~~ ^{those} pieces of land situate in the(*) Gala, Benmore and Turnagain Survey Districts being FIRSTLY that piece of land situated in the Gala and Benmore Survey Districts

containing(*) by estimation five thousand one hundred and fifty (5150) acres

be the same a little more or less, (*) being Run 745 and being part of the land comprised and described in Pastoral Lease Number 309 which lease is registered as Volume 3A folio 513 Otago Land Registry (hereinafter referred to as "the land firstly described");

And SECONDLY that piece of land situated in the Benmore and Gala Survey Districts containing by estimation 7070 acres be the same a little more or less being Run 744 and being all the land comprised and described in Pastoral Lease Number 310 which Lease is registered as Volume 2D folio 450 Otago Land Registry (hereinafter referred to as "the land secondly described");

And THIRDLY that piece of land situated in the Gala and Turnagain Survey Districts containing by estimation thirty-one thousand six hundred (31600) acres be the same a little more or less being Run 743 and being all the land comprised and described in Pastoral Lease Number 305 which Lease is registered as Volume 2C folio 586 Otago Land Registry (hereinafter referred to as "the land thirdly described");

And FOURTHLY that piece of land situated in Block III Gala Survey District containing by estimation two hundred and seventeen (217) acres one (1) rood be the same a little more or less being part Run 1600 and being all the land edged yellow on the plan lodged with the Chief Surveyor, Dunedin, under Number 13755 (hereinafter referred to as "the land fourthly described");

AND WHEREAS ALEXANDRIA HANNAH MUNRO of Otematata, widow (hereinafter referred to as "the first lessee") is registered as the proprietor of an estate in leasehold pursuant to the said Pastoral Lease Number 309 in the land firstly described;

AND WHEREAS DUNCAN ARCHIE URE ANDERSON of Otematata, Farmer, (hereinafter referred to as "the second lessee") is registered as the proprietor of an estate in leasehold pursuant to the said Pastoral Lease Number 310 in the land secondly described;

AND WHEREAS OTEMATATA STATION LIMITED, a duly incorporated company having its registered office at Dunedin (hereinafter referred to as "the third lessee") is registered as the proprietor of an estate in leasehold pursuant to the said Pastoral Lease Number 305 in the land thirdly described;

AND WHEREAS Pastoral Lease Number 309 contains a covenant that the lessee will when required by the Commissioner of Crown Lands execute on such terms and conditions as may be prescribed by the lessor any Grant of Easement necessary for the right to convey water originating in Corbies Creek to the adjoining Run 744 Benmore and Gala Survey Districts being the land comprised in Pastoral Lease P 310 registered as Volume 2D folio 450 AND WHEREAS Pastoral Lease Number 305 contains a covenant that the lessee will when required by the Commissioner of Crown Lands execute on such terms and conditions as may be prescribed any Grant of Easement necessary for the right to convey water originating in Corbies Creek to the adjoining Run 745 Benmore and Gala Survey Districts being the land comprised in Pastoral Lease Number P 309

AND WHEREAS Pastoral Lease Number 310 contains a covenant that the lessee will when required by the Commissioner of Crown Lands execute on such terms and conditions as may be prescribed by the lessor any Grant of Easement necessary for the right to convey water originating in Corbies Creek to the adjoining Run 743, Gala and Turnagain Survey Districts being the land comprised in Pastoral Lease Number P 305 registered in register book Volume 2C folio 586 and Run 745 Gala and Benmore Survey Districts being the land comprised in Pastoral Lease Number P 309;

AND WHEREAS formal demand has not been made by the Commissioner in respect of any of the above described covenants;

AND WHEREAS the parties hereto are nevertheless desirous of granting the respective rights and easements and of entering into the respective covenants hereinafter set forth;

AND WHEREAS the Land Settlement Board in pursuance of the powers conferred on it by Section 60 of the Land Act 1948 has consented on behalf of Her Majesty the Queen the lessor herein to the respective grants of easement hereinafter appearing subject to the terms and conditions hereinafter appearing.

IN CONSIDERATION of the sum of

(*) Name, address, and occupation of Transferee.

paid to

by(*)

the receipt of which sum is hereby acknowledged

DO HEREBY TRANSFER to the said

(*) If other than "fee-simple", add "under and by virtue of No. describing document by nature and number.

all

estate and interest in the said piece of land(*)

In witness whereof this

have hereunto subscribed day of

name

19

Signed on the day above named by the said

in the presence of

(*) Witness to sign here and add his occupation and address.

(*)

NOW THEREFORE IN PURSUANCE of the premises hereinbefore contained and IN CONSIDERATION of the several covenants on the respective parts of the lessees hereinafter contained (as is hereby acknowledged) the second lessee DOBTH HEREBY TRANSFER AND GRANT unto the first lessee and his executors, administrators and assigns the right to convey water over the land secondly described along the line coloured blue on the plan attached hereto and thereon marked "Water Race A" and the first lessee and the grantor DO HEREBY TRANSFER AND GRANT unto the second lessee and his executors, administrators and assigns the right to convey water over the lands firstly and fourthly described respectively along the line coloured blue on the plan attached hereto and thereon marked "Water Race A" and the second lessee DOBTH HEREBY FURTHER TRANSFER AND GRANT unto the third lessee and also (as a separate grant) unto the first lessee and their respective executors, administrators and assigns the right to convey water over the land secondly described along the line coloured blue on the plan attached hereto and thereon marked "Water Race B" and the third lessee DOBTH HEREBY TRANSFER AND GRANT unto the first lessee and her executors, administrators and assigns the right to convey water over the land thirdly described along the aforesaid line coloured blue on the plan attached hereto and thereon marked "Water Race B" AND IT IS HEREBY AGREED AND DECLARED that all the rights and powers conferred on grantees by Section 90D of the Land Transfer Act 1952 shall be implied herein with the following additions, modifications and variations, namely:

1. THAT the grantor shall not at any time or in any way be liable to ensure that a supply of water is available or uninterrupted or undiminished for any cause whatsoever affecting the source of supply of water for the purposes of this easement.
2. THAT the grantor shall not be required to maintain or repair any water-race referred to herein or any part thereof nor be liable to contribute at any time to any cost or expense of any kind or nature which may arise from the grant herein.
3. THAT nothing hereinbefore contained shall prevent or prejudice the first lessee, the second lessee or the third lessee from entering into any agreement between themselves for the purpose of expressing more fully their respective rights and liabilities as between themselves concerning the matters the subject of this agreement.
4. THAT notwithstanding anything hereinbefore contained the lessees referred to herein and each of them do severally covenant with Her Majesty the Queen that should they or any of them at any time become entitled to receive an estate in fee simple of the land firstly described, secondly described or thirdly described they or any of them shall upon receiving an estate in fee simple grant to Her Majesty the Queen or the registered proprietors of any of the parcels of land hereinbefore referred to (if the same be held for an estate in fee simple) a registered easement preserving any of the rights granted herein by such instrument as the law then permits to be registered or recorded.
5. THAT the costs of and incidental to the preparation, stamping and registration of this transfer shall be borne by the first lessee, the second lessee and the third lessee in equal shares.
6. THAT the several rights and obligations hereby created shall enure to the benefit of and shall bind the appropriate party hereto and his respective executors, administrators and assigns.

IN WITNESS WHEREOF these presents have been executed this 20th day of Dec. 1967.

SIGNED by the said ALEXANDRIA HANNAH MUNRO in the presence of:-

[Signature]

Witness: [Signature]
Occupation: Doctor
Address: London

SIGNED by the said DUNCAN ARCHIE (DE ANDER) SON in the presence of:-

[Signature]

Witness: [Signature]
Occupation: Doctor
Address: London

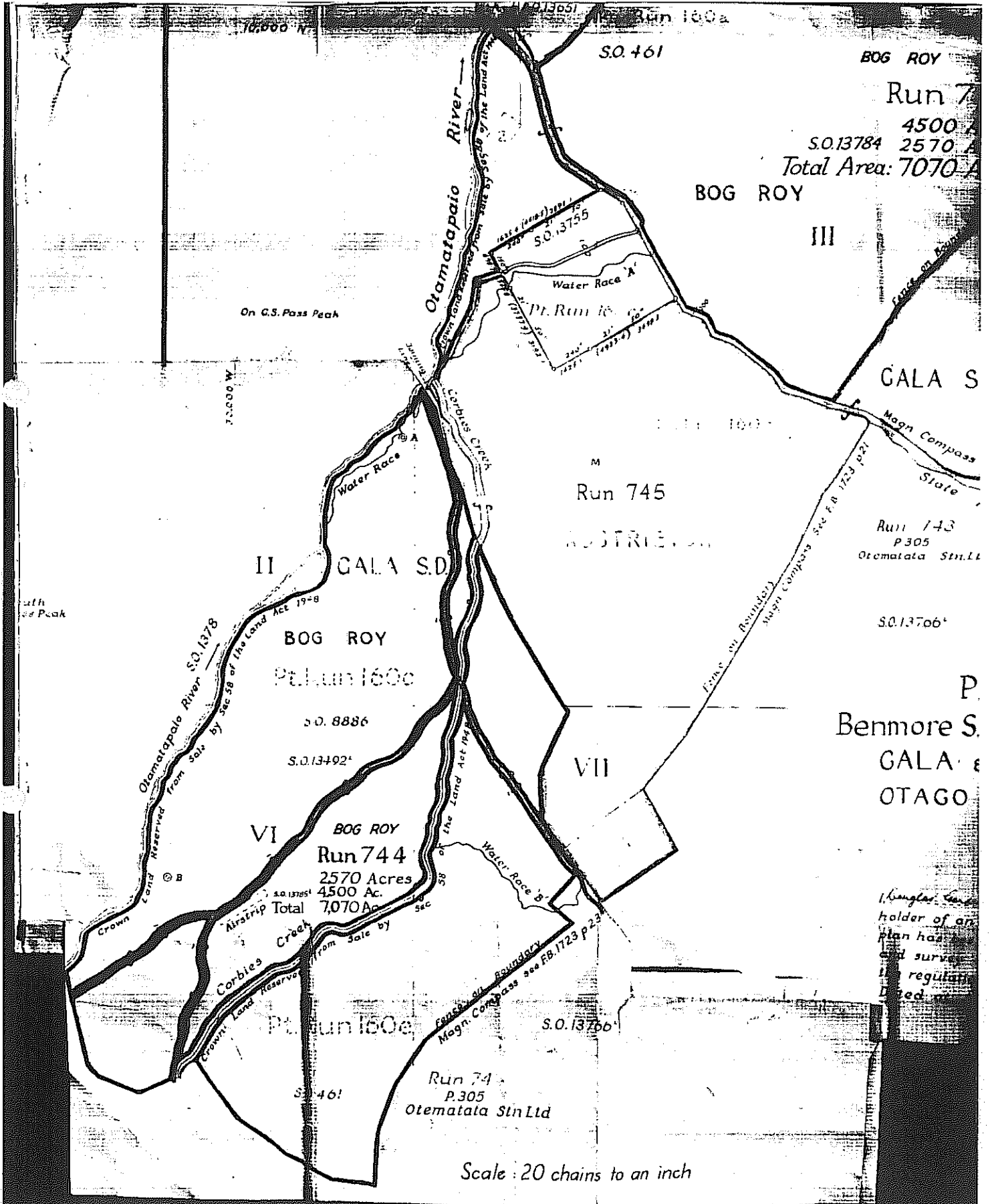
THE COMMON SEAL of OTEMATATA STATION LIMITED was hereunto affixed in the presence of:-

[Signature]
[Signature]
Director

SIGNED for and on behalf of HER MAJESTY THE QUEEN as Grantor by the Commissioner of Crown Lands for the Land District of Otago in the presence of:-

[Signature]

Witness: [Signature]
Occupation: Chief Clerk
Address: Land & Survey Dept Dunedin



Run 74
 4500 A
 S.O.13784 2570 A
 Total Area: 7070 A

VI BOG ROY
 Run 744
 2570 Acres
 4500 Ac.
 Total 7070 Ac

Run 74
 P.305
 Otemataata Sin Ltd

P.
 Benmore S.
 GALA S.D.
 OTAGO

Holder of original plan has had survey re-regularized.

339854

Electricity Agreement X 20611

LANDS AND FORESTS DEPARTMENT

VOL 73 FOLIO 185, 138/197, 145/54, 399/191, 2c/585 and 2c/586

AT 146

Shlan
Assistant Land Officer
OT 146



Plans with 252 136
300 9

140318. Gazette Notice declaring the land herein contained in CST 138/197, 145/54, 2c/585 and 2c/586 to be set apart for road from and after 28 April 1969 - 7.5.1969 at 11.30 am
Shlan

AZR

Work's Notice

LAND & DEEDS
Nature: *Gez N.*
File: *Mow.*
28 APR 1969
146.
303.

Extract from *N.Z. Gazette*, 17 April 1969, No. 23, page 149

Declaring Land Taken for Road and for the Use, Convenience, or Enjoyment of a Road in Block VI, Kurow Survey District, and Leasehold Estate in Land Taken for the Purposes of a Road in Blocks III, IV, and VIII, Gala Survey District

MINISTERS to section 32 of the Public Works Act 1928, the Minister of Works hereby declares that, a sufficient agreement to that effect having been entered into, the land described in the First Schedule hereto is hereby taken for roads and the land described in the Second Schedule hereto is hereby taken for the use, convenience, or enjoyment of a road; and the leasehold estate in the land first described in the Third Schedule hereto, held from Her Majesty the Queen by Otematata Station Ltd., a duly incorporated company having its registered office at Dunedin, under and by virtue of lease in perpetuity No. 1427, register book, Volume 138, folio 197, Otago Land Registry, and the leasehold estate in the land secondly described in the said Third Schedule, held from Her Majesty the Queen by Otematata Station Ltd., aforesaid, under and by virtue of lease in perpetuity No. 1445, register book, Volume 145, folio 54, Otago Land Registry, and the leasehold estate in the land thirdly so briefly described in the said Third Schedule, held from Her Majesty the Queen by Otematata Station Ltd., aforesaid, under and by virtue of pastoral lease No. P. 303, register book, Volume 2c, folio 586, Otago Land Registry, and the leasehold estate in the land seventhly and eighthly described in the said Third Schedule, held from Her Majesty the Queen by Otematata Station Ltd., aforesaid, under and by virtue of pastoral lease No. P. 304, register book, Volume 2c, folio 585, Otago Land Registry, is hereby taken for the purposes of a road from and after the 21st day of April 1969.

FIRST SCHEDULE

OTAGO LAND DISTRICT

ALL those pieces of land situated in Block VI, Kurow Survey District, Otago R.D., described as follows:

A. R. P.	Being
0 0 30.3	1 Part Section 16.
1 0 2.8	2
0 1 6.8	3 Part Section 8.

327 MT
7/153

As the same are more particularly delineated on the plan marked M.O.W. 22570 (S.O. 13134) deposited in the office of the Minister of Works at Wellington, and thereon coloured yellow.

SECOND SCHEDULE

OTAGO LAND DISTRICT

ALL that piece of land containing 1 rood 8.1 perches, situated in Block VI, Kurow Survey District, Otago R.D., being part Section 16; as the same is more particularly delineated on the plan marked M.O.W. 22570 (S.O. 13134) deposited in the office of the Minister of Works at Wellington, and thereon coloured yellow, bordered yellow.

THIRD SCHEDULE

OTAGO LAND DISTRICT

ALL those pieces of Crown land situated in Block VI, Kurow Survey District, and Blocks IV and VIII, Gala Survey District, Otago R.D., described as follows:

A. R. P.	Being
1 3 2.3	1 Part Section 12, Block VI, Kurow Survey District; coloured sepia on plan M.O.W. 22570 (S.O. 13134).
0 3 30.4	2 Part Section 13, Block VI, Kurow Survey District; coloured blue on plan M.O.W. 22570 (S.O. 13134).
0 0 29.8	3 Part Run 743, Block IV, Gala Survey District; coloured blue on plan M.O.W. 22696 (S.O. 16562).
0 1 24.6	4 Part Run 743, Block IV, Gala Survey District; coloured blue on plan M.O.W. 22696 (S.O. 16562).
0 0 28.6	5 Part Run 160b, Block VIII, Gala Survey District; coloured orange on plan M.O.W. 22695 (S.O. 13159).
2 0 9.4	6 Part Run 742, Block VIII, Gala Survey District; coloured orange on plan M.O.W. 22695 (S.O. 16562).

125/153

As the same are more particularly delineated on the plans deposited in the office of the Minister of Works at Wellington, and thereon marked and coloured as above-mentioned.

Dated at Wellington this 27th day of March 1969.

PERCY B. ALLEN, Minister of Works.

(P.W. 72/83/16/0; D.O. 72/83/16/0/0)

A. B. SEARNS, Government Printer, Wellington, New Zealand.

131 plan
2271 112
3rd (20/197 + 145/197)
10 1500 - 2-1574
Landmark etc. etc.
Further up Road

1-0-200

2 ✓
6 ✓
7 ✓
3 ✓
11 ✓
12 ✓
100
100
300

✓ 340318

138/197, 145/54, 2c/585 + 2c/586

PARTICULARS ENTERED IN THE REGISTER-BOOK and
VOL. 62 FOLIO 339854

AT 11-30 O'CLOCK. 7 - MAY 1969

E. Allen
Assistant Land Registrar
DUNEDIN OTAGO



MWP_0016331

W. S. [unclear]

No.	96
From	1969.
To	1970.
Day	4.30
Per	<i>[Signature]</i>
At	193

Extract from *N.Z. Gazette*, 23 April 1969, No. 24, page 777

Crown Land Set Apart for Road in Block VI, Kurow Survey District, and Blocks IV and VIII, Gala Survey District

PURSUANT to section 23 of the Public Works Act 1928, the Minister of Works hereby declares the Crown land described in the Schedule hereto to be set apart for road from and after the 28th day of April 1969.

SCHEDULE

OTAGO LAND DISTRICT

All those pieces of Crown land situated in Block VI, Kurow Survey District, and Blocks IV and VIII, Gala Survey District, Otago R.D., described as follows:

A. R. P.	Being
1 2 2.3	Part Section 12, Block VI, Kurow Survey District; coloured sepia on plan M.O.W. 22370 (S.O. 13134).
0 3 30.4	Part Section 13, Block VI, Kurow Survey District; coloured blue on plan M.O.W. 22370 (S.O. 13134).
0 0 29.8	Part Run 743, Block IV, Gala Survey District; coloured blue on plan M.O.W. 22696 (S.O. 16562).
0 1 25.6	Parts Run 743, Block III, Gala Survey District; coloured blue on plan M.O.W. 22696 (S.O. 16562).
0 3 26.3	
0 0 28.6	
0 0 12.3	Part Run 160p, Block VIII, Gala Survey District; coloured orange on plan M.O.W. 22693 (S.O. 13159).
2 0 9.4	Part Run 742, Block VIII, Gala Survey District; coloured orange on plan M.O.W. 22696 (S.O. 16562).

As the same are more particularly delineated on the plans deposited in the office of the Minister of Works at Wellington, and thereon marked and coloured as above-mentioned.

Dated at Wellington this 27th day of March 1969.

PERCY B. ALLEN, Minister of Works
(P.W. 72/83/16/0; D.O. 72/83/16/0/0)

A. A. Gault, Government Printer, Wellington, New Zealand

FILE COPY

9.38 02 MAY 94 854438

Particulars Entered in REGISTER
LAND REGISTRY



ASST (LAND REGISTRY)
206/215,
20/586

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"



MWP_0016316

**LAND IMPROVEMENT AGREEMENT
 APPLICATION FOR REGISTRATION**

TO: The District Land Registrar
 Otago Registry


I, BRIAN BURKITT HASELL, Group Manager Corporate Policy of The Canterbury Regional Council, HEREBY CERTIFY that the within is a true duplicate of a Land Improvement Agreement affecting an estate in fee simple/of leasehold in the land described in the Schedule below SUBJECT to the encumbrances therein set out.

SCHEDULE

AREA (ha)	LOT AND DEPOSITED PLAN (or other sufficient description where land not described in terms of complete lots on a deposited plan)	ENCUMBRANCES	TITLE REFERENCE (and lease or licence number where applicable)
			REGISTER/FOLIO
FEE SIMPLE			
37.2311	Section 1 Block VIII Gala SD	Mortgage 511103	296/215
LEASEHOLD			
12780.1128	Run 742 Gala and Turnagain SD **	Mortgage 511103	2C/585 Lease P.304
12787.3814	Run 743, Gala and Turnagain SD	Mortgage 511103	2C/586 Lease P.305

of which OTEMATATA STATION LIMITED, a duly incorporated company having its registered office at Dunedin is registered as proprietor AND I HEREBY APPLY to have the said Agreement registered against the said land pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941. I FURTHER CERTIFY that the Agreement is one that may be registered against the land under Section 30A of the Soil Conservation and Rivers Control Act 1941.

DATED at Christchurch this *4th* day of *February* 1994.


 Group Manager Corporate Policy of
 The Canterbury Regional Council

and sections 36, 37, 40, 41, 42, 47, 49, 50 and 51 Block VIII Gala Survey District.

CANTERBURY REGIONAL COUNCIL

LAND IMPROVEMENT AGREEMENT

(under Sections 30(3) and 30A of the Soil Conservation and Rivers Control Act 1941)

AGREEMENT made the 14th day of February 1994, BETWEEN THE CANTERBURY REGIONAL COUNCIL, duly constituted under the Local Government Act 1974 (hereinafter called "the Council") of the one part AND OTEMATATA STATION LIMITED a duly incorporated Company having its registered office at Oamaru (hereinafter called "the Landholder") of the other part

WHEREAS

1. THE Landholder is the owner/lessee of the land described in paragraph four of the Rabbit and Land Management Property Plan attached hereto (hereinafter called "the land" and "the Plan" respectively).
2. THE Landholder and the Council have agreed that certain works and land management practices should be carried out on the land for the purpose of eradicating or controlling rabbits and for the conservation and protection of the soil on the land.
3. THE Council has agreed to make certain grants to the Landholder in respect of such works and land management practices.

NOW THEREFORE in consideration of the premises the parties hereto HEREBY AGREE AND DECLARE as follows:

1. THE term of this agreement shall be twenty (20) years commencing on the 1st day of April 1990.
2. THIS agreement shall be read with and shall incorporate the Plan and all works terms and conditions referred to in this agreement shall be those described in the Plan.
3. THE parties hereto will during the period from the 1st day of April 1990 until the 30th day of June 1995 carry out the works terms and conditions of the Plan in accordance with the Plan and the programme therein set forth and the Landholder will so manage

the land as to enable such works terms and conditions to be carried out during such period.

4. SHOULD any of the works described in the plan and intended to attract a grant not be completed by the 30th day of June 1995 then in the absence of express written agreement of the parties to the contrary the respective obligations of the parties to carry out such work and to pay a grant in respect of such work shall cease at that date.

5. THE Council shall set up and operate and control an internal ledger account within the administration and accounting operations of the Council (hereinafter called "the property account") in which all payments between the parties in respect of the works referred to in paragraph (a) of Clause 6 hereof shall be recorded.

6. THE responsibilities of the parties to carry out the works referred to in Clause 3 hereof and terms and conditions relating to the respective works shall be as follows:

(a) Primary Poisoning Operation (including Followup):

Where any such work comprises a primary poisoning operation (including followup):

(i) Prior to carrying out the work the Council shall supply to the Landholder a detailed written estimate of the cost of the work and the Council shall also supply to the Landholder such other information as the Council shall deem appropriate to demonstrate to the Landholder that such estimate is reasonable.

(ii) Unless there shall then exist in the property account a credit balance of an amount at least equal to one half of the Landholder's share of the estimated cost of the work the Council may by written notice given to the Landholder immediately prior to the carrying out of the work require that the Landholder pay to the Council as a contribution to the cost of the work one half of the Landholder's share of the estimated cost of the work the amount of such contribution to be reduced by the amount of any credit balance then existing in the property account. The Landholder shall forthwith pay to the Council the amount so required by the Council and the Council shall credit to the property account the amount so paid by the Landholder.

(iii) The Council shall cause the work to be carried out at its own cost and expense and upon the due completion thereof the Council shall debit to the property account the Landholder's share of the cost of the work.

(iv) Upon the due completion of the work in accordance with the Plan the Council shall supply to the Landholder a statement of the transactions in the property account and the balance of the property account shall be dealt with in the following manner:

(1) if it is a debit balance

such balance shall be payable by the Landholder to the Council not later than the 20th day of the month following the date of the statement of transactions and upon such payment being made to it the Council shall credit such payment to the property account.

(2) if it is a credit balance and to the extent that it shall be attributable to a payment by the Landholder of a contribution pursuant to paragraph (a)(ii) of this Clause 6 and result from an over-estimation by the Council of the cost of the work

such balance shall be payable forthwith by the Council to the Landholder and upon such payment being made to the Landholder the Council shall debit such payment to the property account.

(3) if it is a credit balance but not subject to paragraph (a)(iv)(2) of this Clause 6

such balance shall be retained in the property account and shall be applied in reducing the amount of any future contribution to be made by the Landholder pursuant to paragraph (a)(ii) of this Clause 6 or in accordance with any agreement made between the Council and the Landholder in respect of any of the works referred to in paragraph (b) of this Clause 6 (and to the extent that the Landholder's share of the cost of such work does not exceed such credit balance) by the Council reimbursing the Landholder in full for the cost of carrying out such work and by debiting to the property account the Landholder's share of the

cost of such work. Any difference between the cost of such work and the reimbursement therefor shall be subject to the provisions of paragraph (b) of this Clause 6.

(b) Secondary Pest Control or Land Management Works:

Where any such work comprises secondary pest control or land management works:

- (i) The Landholder shall carry out the work at the cost and expense of the Landholder and when the work qualifying for a grant is completed the Landholder shall notify the Council in writing accordingly.
- (ii) The Landholder shall supply to the Council such vouchers and other information relating to the completed work as the Council may require.
- (iii) Within a period of ten (10) working days following the receipt by the Council of notice of completion of the work the Council shall inspect the work to satisfy itself that the same has been completed in accordance with the Plan and within a period of ten (10) working days thereafter and subject to the Council being satisfied that the costs thereof have been incurred by the Landholder and that such are costs properly incurred in respect of the completed work the Council shall pay to the Landholder the grant in respect of the completed work.
- (iv) Should the Council not be satisfied as to some aspect of the work or the costs thereof the Council shall forthwith notify the Landholder of the further action required of the Landholder in order to satisfy the Council and upon such action being taken by the Landholder and the Landholder having notified the Council thereof the Council shall within a period of ten (10) working days thereafter pay to the Landholder the grant in respect of the completed work subject to the Council having confirmed for itself that the grant for the completed work may properly be paid.

7. NOTHING shall be chargeable to the property account other than as expressly provided for in this agreement.

8. THE Landholder acknowledges that the balance of the property account as at the 30th day of June 1991 is a credit of \$19,510.55 and the Landholder confirms such balance as true and correct.

9. NOTWITHSTANDING the provisions of paragraph (a) of Clause 6 hereof any debit balance which may exist in the property account as at the 30th day of June 1991 shall be payable by the Landholder to the Council in two equal instalments on the 30th day of June 1992 and the 30th day of June 1993 and the payments thereof by the Landholder shall be credited to the property account.

10. NOTWITHSTANDING the provisions of paragraph (a) of Clause 6 hereof the Council may upon application made by the Landholder agree to defer payment by the Landholder in respect of any debit balance existing in the property account on the grounds that the making of any such payment would cause undue hardship to the Landholder and any such agreement by the Council may be given on such conditions as to alternative payment terms and other matters as the Council may deem appropriate.

11. DURING the term of this agreement the Landholder shall not without the prior written consent of the Council cut down remove mutilate damage or destroy any trees planted as part of the works referred to in the Plan and the Landholder shall use all reasonable means to preserve and protect such trees so planted **PROVIDED THAT** the trimming of lateral branches may be carried out without consent.

12. THE Landholder shall at all times during the term hereof keep and maintain the works referred to in the Plan at the Landholder's own cost and expense unless the Council and the Landholder agree in writing that it is unreasonable to do so.

13. THE Council by its members employees agents servants and contractors and their respective assistants may with the prior permission of the Landholder (such permission not to be unreasonably withheld) enter onto the land for the purpose of inspecting the land or any of the works or measures referred to in the Plan or to monitor pest populations or the condition of the land and in connection with such monitoring to take all samples of the soil and vegetation and pests that the Council may require and such persons may bring with them onto the land all vehicles machinery implements and things as the Council may deem necessary for such purposes **AND IT IS HEREBY FURTHER AGREED THAT** the foregoing provisions shall also apply to officers of the Ministry of Agriculture and Fisheries on official duties for the purposes of inspection and monitoring as aforesaid. For the purpose of facilitating if necessary the power of entry given to officers of the Ministry of Agriculture and Fisheries those officers shall be deemed to be agents of the Council.

14. THE Landholder shall when required by the Council supply to the Council all information and data necessary to assist the Council in its monitoring of pest

populations and the condition of the land to enable the Council to evaluate the effectiveness of the Plan.

15. **IF** at any time during the term hereof the Landholder shall fail to carry out faithfully the provisions of the Plan or to observe perform and fulfil the provisions of this agreement and such failure shall continue for a period of fourteen (14) days after written notice has been posted by the Council to the Landholder requiring the Landholder to remedy any such failure then the Landholder shall upon demand made by the Council pay to the Council in full all grants provided by the Council in respect of the works carried out under this agreement or such lesser amount as the Council may determine having regard to the nature and effect of the breach together with any amount debited to the property account and which at the time of such demand has not have been paid by the Landholder to the Council. Should the Landholder be dissatisfied with either the Council's determination that there has been a breach of this agreement by the Landholder or the amount demanded by the Council then the Landholder may within fourteen (14) days of receiving from the Council notice of the breach or demand for payment by written notice to the Council refer the matter for determination by arbitration. Should the Landholder fail to make such payment the Council may take such action to recover any grants made as it shall consider necessary.

16. **THE** Plan and this agreement may be modified only by agreement in writing between the parties.

17. **THE** Landholder acknowledges that the grants provided for in the Plan in each year during the period referred to in Clause 3 hereof are to be funded in part by general rates to be levied by the Council on all rateable property in the Canterbury Region and as to the remainder by contributions to be paid to the Council by the Crown pursuant to an agreement dated the 12th day of June 1991 out of moneys appropriated by Parliament for the purpose and **IT IS HEREBY AGREED AND DECLARED** that if in any year during the period referred to in Clause 3 hereof the Crown should fail to make to the Council full payment of the contribution by the Crown in respect of such grants and should the Council not be willing to make up the deficiency in the contribution of the Crown then the Council shall forthwith give to the Landholder notice thereof in writing and as soon as practicable thereafter the Council and the Landholder shall review the Plan and the funding of the works and measures therein contained. In the absence of agreement between the Council and the Landholder as to any modification of the Plan and the funding of the uncompleted works and measures the respective obligations of the parties hereunder to carry out the uncompleted works and measures described in the Plan and to provide grants in respect of such works and measures shall cease. Any

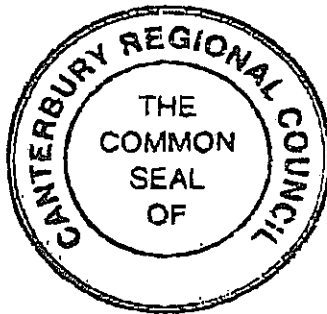
such cessation shall not be construed as modifying any other provision of this agreement.

18. ALL disputes and differences between the parties shall be submitted to the arbitration of a single arbitrator if one can be agreed upon or to two arbitrators (one appointed by each party) and their umpire (appointed by the arbitrators prior to their arbitration) such arbitration to be carried out in accordance with the provisions of the Arbitration Act 1908 or any then statutory provisions relating to arbitration. This clause shall not relate to the funding of the works or funding of the measures provided for in the Plan.

19. THE Landholder covenants with the Council that this agreement binds the Landholder and successors in title to the land. The Landholder covenants with the Council to perform and observe the terms and conditions upon which the Council makes grants in terms of this agreement and agrees that the Council may present this agreement for registration against the relevant land transfer documents relating to the land in the Land Registry to which the documents relate.

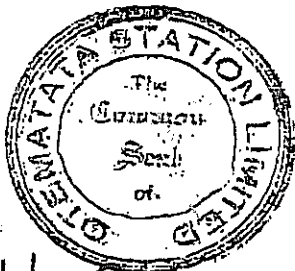
IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

THE COMMON SEAL of THE CANTERBURY REGIONAL COUNCIL was hereto affixed in the presence of:



[Handwritten Signature]
GROUP MANAGER, CORPORATE POLICY

THE COMMON SEAL of OTEMATATA STATION LIMITED was hereto affixed in the presence of:



[Handwritten Signature] Director
[Handwritten Signature] Secretary