

## **Crown Pastoral Land Tenure Review**

**Lease name : RAMSHEAD RUN**

**Lease number : PM 024**

### **Due Diligence Report (including Status Report) - Part 5**

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**

## **Other Information**

40419

Proclamation

PARTICULARS ENTERED IN REGISTER-BOOKS

VOL 1A/1033 ~~36/289~~

THIS 24th DAY OF September 1968

at 11.38 a.m.

J.P. O'Connell

DISTRICT LAND REGISTRAR

MARLBOROUGH

Extract from *N.Z. Gazette*, 5 Sept. 1963, No. 52, page 1307

*Road Closed in Blocks XIX and XXIV, Avon Survey  
District, Marlborough County*

BERNARD FERGUSON, Governor-General  
A PROCLAMATION

PURSUANT to section 29 of the Public Works Amendment Act 1948, I, Brigadier Sir Bernard Edward Fergusson, the Governor-General of New Zealand, hereby proclaim as closed the road described in the Schedule hereto.

SCHEDULE

MARLBOROUGH LAND DISTRICT

ALL those pieces of road situated in Blocks XIX and XXIV, Avon Survey District, Marlborough R.D., described as follows:

A. R. P.			Adjoining or passing through
4	0	22	Part Lot 1, D.P. 745, being Section 5, Block XIX, part Lot 16, D.P. 744, being Section 4, Block XIX, and Section 2, Block XXIV.
20	3	21	Part Lot 1, D.P. 745, being Section 5, Block XIX, and Section 2, Block XXIV.

As the same are more particularly delineated on the plan marked M.O.W. 8375 (S.O. 4607) deposited in the office of the Minister of Works at Wellington, and thereon coloured green.

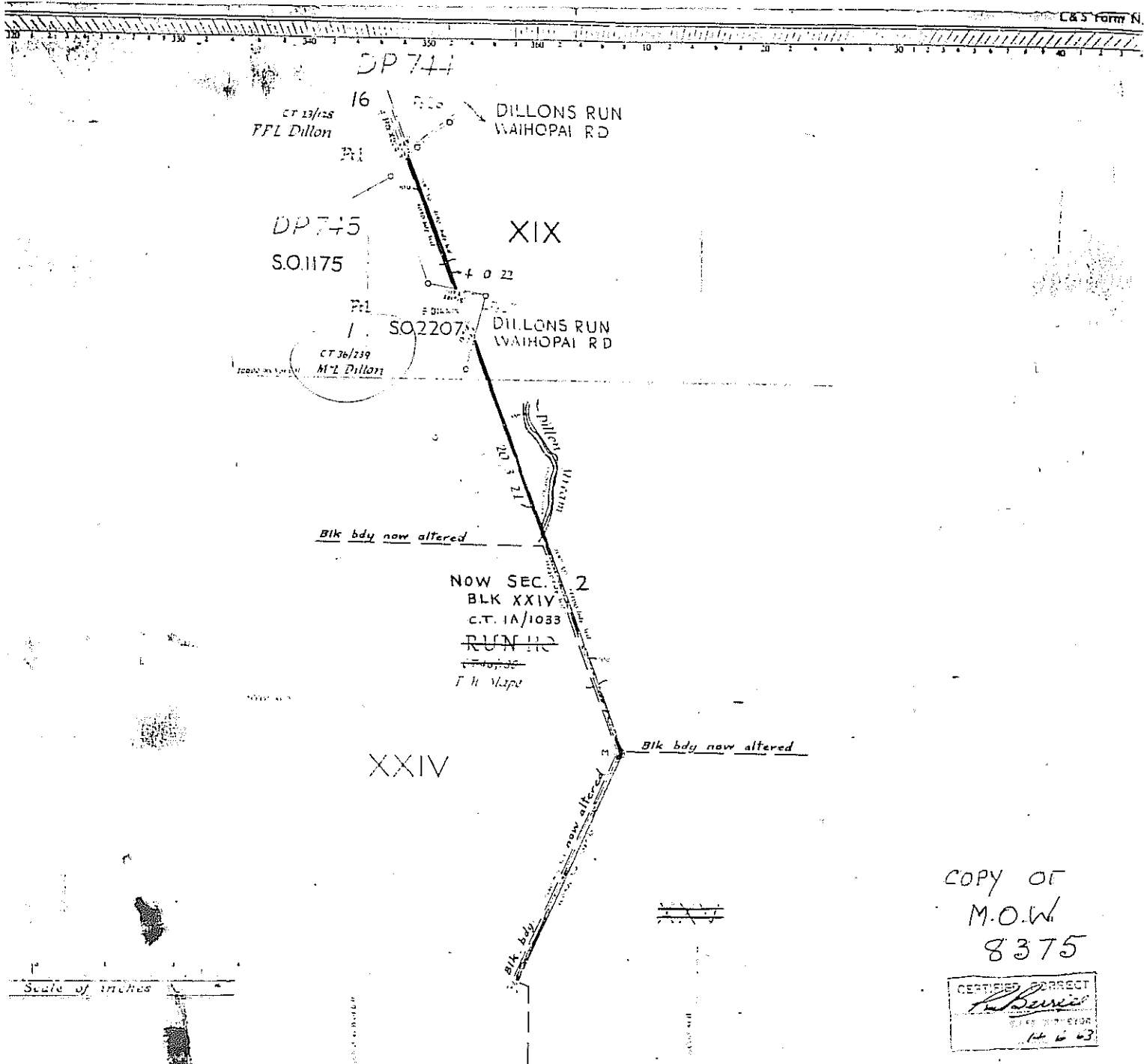
Given under the hand of His Excellency the Governor-General, and issued under the Seal of New Zealand, this 29th day of August 1963.

[L.S.] W. S. GOOSMAN, Minister of Works.

GOD SAVE THE QUEEN!

(P.W.43/36; D.O.16/1171)

R. E. OWEN, Government Printer, Wellington, New Zealand.



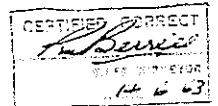
Plan of Road to be Closed

XXV

4607

Survey Block & District XX, XXX, XXXI  
 Land District Marlborough Local Body Marlborough County  
 Scale 20 chains to an inch Surveyed by Comptrol Date February 1963

COPY OF  
 M.O.W.  
 8375



Total Area 25 0.03

Approved W. A. G. G. G. G. G.

Chief Surveyor W. A. G. G. G. G. G.

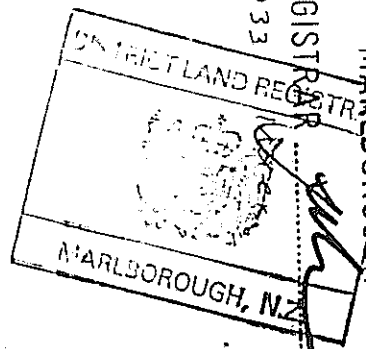
CHANGE OF APPELLATION

9.10 5 OCT 88 14325C

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY MARLBOROUGH

ASST. LAND REGISTRAR

1411033



# ALTERATION

CHANGE OF APPELLATION

RAMSHEAD RUN LTD AND VACANT CROWN LAND

Location of Land: SECTION 2, BLOCK XXIV, AVON SURVEY DISTRICT AND RUN 228, BLOCKS XXIV AND XXV, AVON SURVEY DISTRICT AND BLOCKS VII AND VIII, HODDER SURVEY DISTRICT.

Area: 4989.7740 hectares

Grazing Authorities: MARLBOROUGH COUNTY COUNCIL

Valuation Department Assessment Reference:

## Full Details of Alteration

NOW: Section 1, SO 6741  
(Formerly Part of Run 228 Blocks XXIV and XXV, Avon Survey District and Blocks VII and VIII, Hodder Survey District. Crown Land).  
Area: 423.86 hectares

Section 2, SO 6741  
(Formerly Part of Section 2, Block XXIV, Avon Survey District. Pastoral Lease contained in CT 1A/1033).  
Area: 72.82 hectares

BALANCE: Pt Section 2, Block XXIV, Avon Survey District.  
Area: 1922.2802 hectares

Pt Run 228, Blocks XXIV and XXV, Avon Survey District and Blocks VII and VIII Hodder Survey District.  
Area: 2570.8138 hectares

## Reason and Authority for Alteration

To enable Section 2 SO 6741 and Pt Run 228, Blocks XXIV and XXV, Avon SD and Blocks VII and VIII Hodder SD to be retired from grazing.

J 13 No

Prepared by: P. Heberley 3 / 10 / 88 Checked by: Sutherland 3 / 10 / 88

## ACTION REQUIRED:

LEASES SEC.:	ACCOUNTS DIV.:	TITLES SEC.:	RECORDS SEC.:
G. 13 / /	Ledgers: / /	Documents: / /	File / /
C.L. Regr. / /	C./register: / /	Insurance: / /	Index / /
Expiry Book: / /	Land A/c. / /		
Interest Review	Index: / /		
Register / /	A/c's. Check: / /		
	ACTION CHECKED: / /		

# CERTIFICATE OF ALTERATION

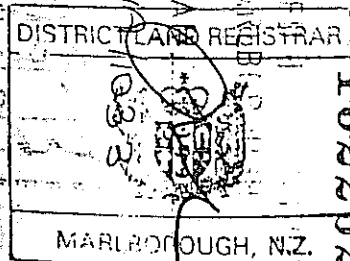
HER MAJESTY THE QUEEN

{ Lessor.  
Licensor.

{ Lessee.  
Licensee.

PARTICULARS entered in the Register on the date and at the time recorded below.

District Land Registrar of the District of  
Assistant



OFFICE COPY



# CERTIFICATE OF ALTERATION UNDER SECTION 113, LAND ACT 1940

IN THE MATTER of the Land Transfer Act 1952, and the Land Act 1948,

and

IN THE MATTER of lease/~~licence~~ from HER MAJESTY THE QUEEN to Ramshead Run Limited at Blenheim as Lessee of all that parcel of land containing 1922.2802 hectares more or less, being Part Section 2, Block XXIV, Avon Survey District and being all of the land comprised and described in Pastoral Lease No 24

registered in Certificate of Title Vol 1A, folio 1033 Marlborough Land Registry.

**This is to certify** that on the 1st day of July 1985, the area of land included in the abovementioned Lease is altered by the incorporation therein of the land described in the Schedule hereto, in consideration of the annual rental payable under the said Lease being increased to \$300.00 as from the 1st day of July 1985.

## Schedule

Section 1, SO 6741 423.86 hectares

All and singular the covenants conditions and agreements of the said Lease expressed and/or implied shall continue in force in respect of the residue of the land henceforth comprised therein as fully and effectually as if such residue of the said land above had originally been comprised therein, and the annual rental originally thereby covenanted to be paid had been the said sum of \$300.00.

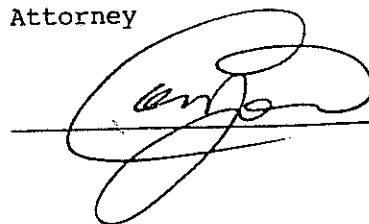
Signed at Blenheim this 23rd day of

April

1990.

Signed for and on behalf of HER MAJESTY THE QUEEN pursuant to a Deed lodged with the District Land Registrar as No 136456 by Land Corporation Limited by its Attorney Owen Charles Norrish in the presence of:

Land Corporation Limited by its Attorney



Attorney

Witness:

Occupation:

Address:

M Burrey  
Property Officer  
Land Corporation Ltd  
Blenheim

As witness my hand, this ..... day of .....

19.....

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, OWEN CHARLES NORRISH of Blenheim, Assistant Property Manager

HEREBY CERTIFY -

1. That by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

BLENHEIM (Marlborough Registry) and there numbered 136439  
NELSON (Nelson Registry) and there numbered 269962.1

LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

2. THAT at the date hereof I was Assistant Property Manager of the Nelson Branch of the said Corporation.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Blenheim this 23rd )  
day of April 1990 .)

.....  
Assistant Property Manager

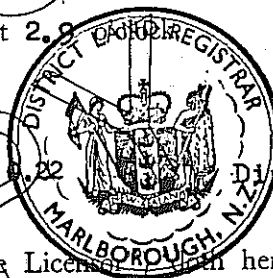
Former Ref. Vol. 46 fol. 185.

10th day of April

L. &amp; S. Ref. No. 0.13

1963, at 2.8

1A/1032.

**Pastoral Occupation Licence under the Land Act 1948**H. O'Connor  
District Land Registrar

The Land Settlement Board (hereinafter referred to as "the Licensee") hereby license and authorise Thomas Henry Slape, formerly of Kaikoura but now of Havelock

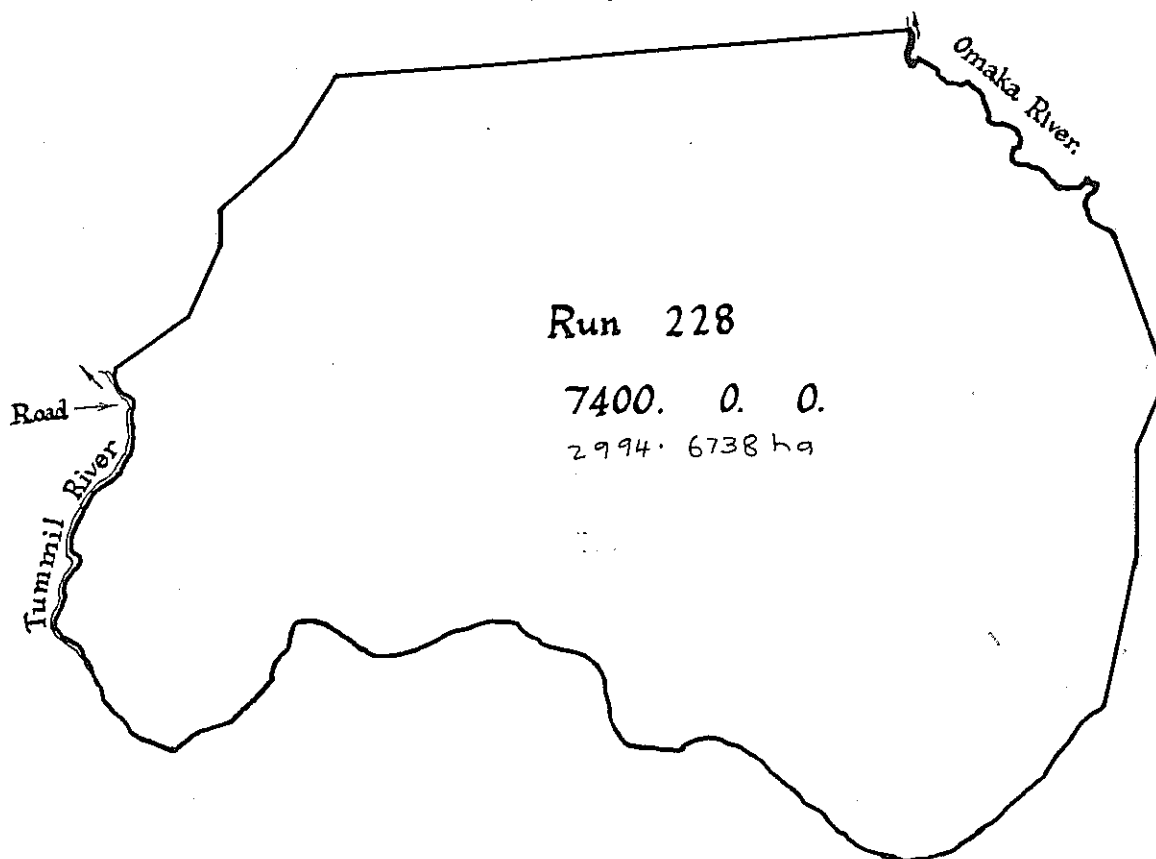
Sheepfarmer

(hereinafter referred to as "the Licensee") to occupy all

that parcel of land containing by estimation seven thousand four hundred (7,400) acres  
more or less, situated in the Land District of Marlborough, and being Run 228, Blocks XXIV  
and XXV, Avon Survey District and Blocks VII and VIII, Hodder Survey District

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

LAND & DEEDS	
Nature:	Lease
Firm:	C.C.L.
10 APR 1963	
Time:	2.9
Fee: £	—15—
Abstract No.	219

METRIC AREA IS 2994.6738 ha

Scale: 1 inch = 60 chains.

1A/1632

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easements, and appurtenances thereto belonging for a term of ten years commencing on the 1st day of January 19 63, together with the period between the date of this licence and the aforesaid 1st day of January 19 63; YIELDING and paying therefor unto the Department of Lands and Survey at Blenheim the annual rent of £ 10-0-0, 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 of 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 subject also to the following terms and conditions:

~~AT THAT without derogating from or restricting the covenants contained and implied in this licence and on the part of the Licensee to be performed or complied with the Licensee will not at any time during the said term depasture on the land hereby demised more than sheep which number shall not include more than breeding ewes nor more than cattle which number shall not include more than breeding cows PROVIDED HOWEVER that the Licensee may with the prior written consent of the Licensor carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Licensor to revoke or vary such consent at any time.~~

2. THAT the Licensee 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 Licensor and the Licensee:

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 licence 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 Licensee's stock.

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Occupation Licence 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 licences 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 OF IMPROVEMENTS BELONGING TO THE CROWN

NIL.

IN WITNESS whereof the Commissioner of Crown Lands for the said Land District, on behalf of the Licensor, has hereunto set his hand, this            day of            19           , in the presence of—

Witness: Alan E. Brown  
Occupation: Chief Surveyor  
Address: Blenheim

Patricia M. Lindge  
Commissioner of Crown Lands.

I, the within named Licensee, hereby accept this Licence on the terms and conditions specified herein and in witness thereof have hereunto set my hand in the presence of—

Witness: J. P. Dwyer  
Occupation: Chief Land Surveyor Dept  
Address: Blenheim

J. H. S. Lake  
Licensee.

40984. Transfer to Norton Eric Giles of  
Blenheim, Farmer, produced 16/12/1963  
at 11.1 a.m.

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40985 Mortgage to Grant Shirley Ball  
produced 16/12/1963 at 11.2 a.m.

40986 Mortgage to Thomas Henry Slape  
produced 16/12/1963 at 11.3 a.m.

44404 Mortgage on Mortgage 40986 to  
Thomas Mahon Walsh produced 7/4/1965 at  
11.4 a.m.

44485 Mortgage to Her Majesty the Queen/  
produced 26/4/1965 at 10.30 a.m.

45522 Transmission of Mortgage 40985 to  
Leonard Feldwick Ball and Allan Maxwell  
Gascoigne, as executors entered 23/8/1965  
at 10.45 a.m.

54555 Mortgage to Ella June Brown - 7.10.1968  
at 11.10.a.m.

54556 Memorandum of Priority making Mortgage  
54555 first mortgage and Mortgage 40986 second  
mortgage and Mortgage 44485 third mortgage -  
7.10.1968 at 11.12.a.m.

54557 Mortgage to Her Majesty The Queen -  
7.10.1968 at 11.15.a.m.

Variation of Mortgage 54555 -, 5.5.1970, at  
11.06a.m.

Variation of Mortgage 54555 - 29.3.1973  
at 11.43 o'clock.

4447 Mortgage to The Rural Banking and Finance  
Corporation of New Zealand - 21.8.1975 at 11.27 o'clock.

81028 Pastoral Lease 2D/962 issued for the  
within land.-9.10.1975 at 2.10o'clock.

C A N C E L L E D

DUPLICATE DESTROYED

**APPENDIX B – LAND STATUS REPORT  
(Certified Correct by Chief Surveyor)**

# **LAND STATUS REPORT**

## **RAMSHEAD**

**for  
Tenure Review**

**Prepared by Don McGregor McGregor Property Services  
for and on behalf of Q.V. Valuations**

**February 2001**

Our Ref: SAS/06/00/01

Your Ref:



15 March 2001

Don McGregor  
McGregor Property Services Ltd  
6 Cumberland Place  
Kaiapoi

Log 5813

Dear Sir,

**LAND STATUS REPORT - RAMSHEAD**

Further to your letter of the 14<sup>th</sup> March, and our earlier telephone conversation, I have initialled the corrections you identified, and return the documents for your further action.

Yours faithfully



Alan Belcher  
Chief Surveyor

Blenheim Office  
3<sup>rd</sup> Floor, NZI House  
5 Market Street  
P O Box 445  
DX WC60043  
Blenheim  
New Zealand  
Tel 04-3-577 2300  
Fax 04-3-577 2395  
Internet  
<http://www.linz.govt.nz>



VALUATIONS  
DISTRICT CHURCH OFFICE

Contract Number : QVV 64

Report has been prepared on the instruction of Land Information New Zealand in terms of Contract No : 50241 dated November 2000 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

D STATUS REPORT for Ramshead Tenure Review				LIPS Ref: 22641	<i>Am 10/11/00</i>
Property	1	of	1	12641	

District	Marlborough
Description	Part Section 2, Block XXIV, Avon Survey District and Section 1, S.O. 6741.
	2346.1402 hectares.
Uses	Crown land subject to the Land Act 1948.
Instrument of title / lease	Balance Pastoral Lease CL 1A/1033 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 184034.
Encumbrances	<p>Subject to:</p> <ol style="list-style-type: none"> <li>86262 Encumbrance to the Marlborough District Council (as successor to the Marlborough County Council) as varied by Partial Discharge of Encumbrance 142453 requiring the Council's prior consent to Transfer, lease or otherwise deal with certain lands except in conjunction with the Pastoral lease.</li> <li>107938 Land Improvement Agreement under Section 30 of the Soil Conservation and Rivers Control Act 1941.</li> <li>Gazette Notice 154889 (N.Z. Gazette 1990 p3738) declaring part (651.7650 hectares) marked "A", "B" and "O" on DP 7395 to be protected private land for scenic purposes subject to the Reserves Act 1977.</li> <li>194369 Transfer granting a Forestry Right under the Forestry Rights Registration Act 1983 to PGG Trust Limited for a term of 30 years from and inclusive of 7 May 1997 and expiring on 6 May 2027.</li> <li>Part IVA of the Conservation Act 1987, upon disposition.</li> </ol>
Applicable Act	Land Act 1948 and Crown Pastoral Land Act 1998.

Correct as at	16 January 2001
Information Attached	Yes

*5/1/01*

<b>LAND STATUS REPORT for Inverary Station</b>				LIPS Ref 12759 12641	
Property	1	of	1		

Prepared by	Don McGregor
Crown Accredited Supplier	McGregor Property Services Limited, CHRISTCHURCH for and on behalf of Q.V. Valuations

**Certification:**

Pursuant to section 11(1)(l) 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.

.....*A.D. Belcher*.....

A.D. Belcher, Chief Surveyor  
Land Information New Zealand, Blenheim

Date: 18/1/2001

Project Number : QVV 64

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No : 50241 dated 6 November 2000 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Ramshead Tenure Review				LIPS Ref: 22641	<i>for info</i>
Property	1	of	1	12641	

Land District	Marlborough
Legal Description	Part Section 2, Block XXIV, Avon Survey District and Section 1, S.O. 6741.
Area	2346.1402 hectares.
Status	Crown land subject to the Land Act 1948.
Instrument of title / lease	Balance Pastoral Lease CL 1A/1033 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 184034.
Encumbrances	<p>Subject to:</p> <ol style="list-style-type: none"> <li>86262 Encumbrance to the Marlborough District Council (as successor to the Marlborough County Council) as varied by Partial Discharge of Encumbrance 142453 requiring the Council's prior consent to Transfer, lease or otherwise deal with certain lands except in conjunction with the Pastoral lease.</li> <li>107938 Land Improvement Agreement under Section 30 of the Soil Conservation and Rivers Control Act 1941.</li> <li>Gazette Notice 154889 (N.Z. Gazette 1990 p3738) declaring part (651.7650 hectares) marked "A", "B" and "O" on DP 7395 to be protected private land for scenic purposes subject to the Reserves Act 1977.</li> <li>194369 Transfer granting a Forestry Right under the Forestry Rights Registration Act 1983 to PGG Trust Limited for a term of 30 years from and inclusive of 7 May 1997 and expiring on 6 May 2027.</li> <li>Part IVA of the Conservation Act 1987, upon disposition.</li> </ol>
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	16 January 2001
[Certification Attached]	Yes

*for info*

<b>LAND STATUS REPORT for Livery Station</b>				LIPS Ref 12759 12641	
Property	1	of	1		

Prepared by	Don McGregor
Crown Accredited Supplier	McGregor Property Services Limited, CHRISTCHURCH for and on behalf of Q.V. Valuations

**Certification:**

Pursuant to section 11(1)(I) 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.

.....  
 A.D. Belcher, Chief Surveyor  
 Land Information New Zealand, Blenheim

Date: 18/1/2001


**CERTIFICATION**

*Marlborough*

*WDB*

**Report to the Chief Surveyor, ~~Christchurch~~, for a certification of a Status Investigation in respect to RAMSHEAD PASTORAL LEASE TENURE REVIEW.**


1. I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Q.V.Valuations, certify that the status report enclosed for certification is in order for signature.
2. In giving this certification I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Q.V. Valuations, undertake that the status report has been completed in compliance with all relevant policy instructions and in particular, OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.

  
D McGregor  
McGregor Property Services Limited  
16 January 2001

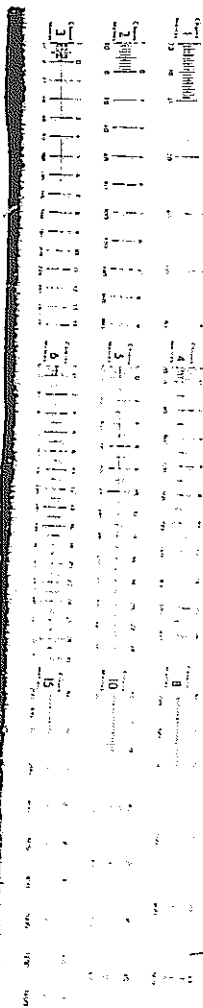
## CERTIFICATION

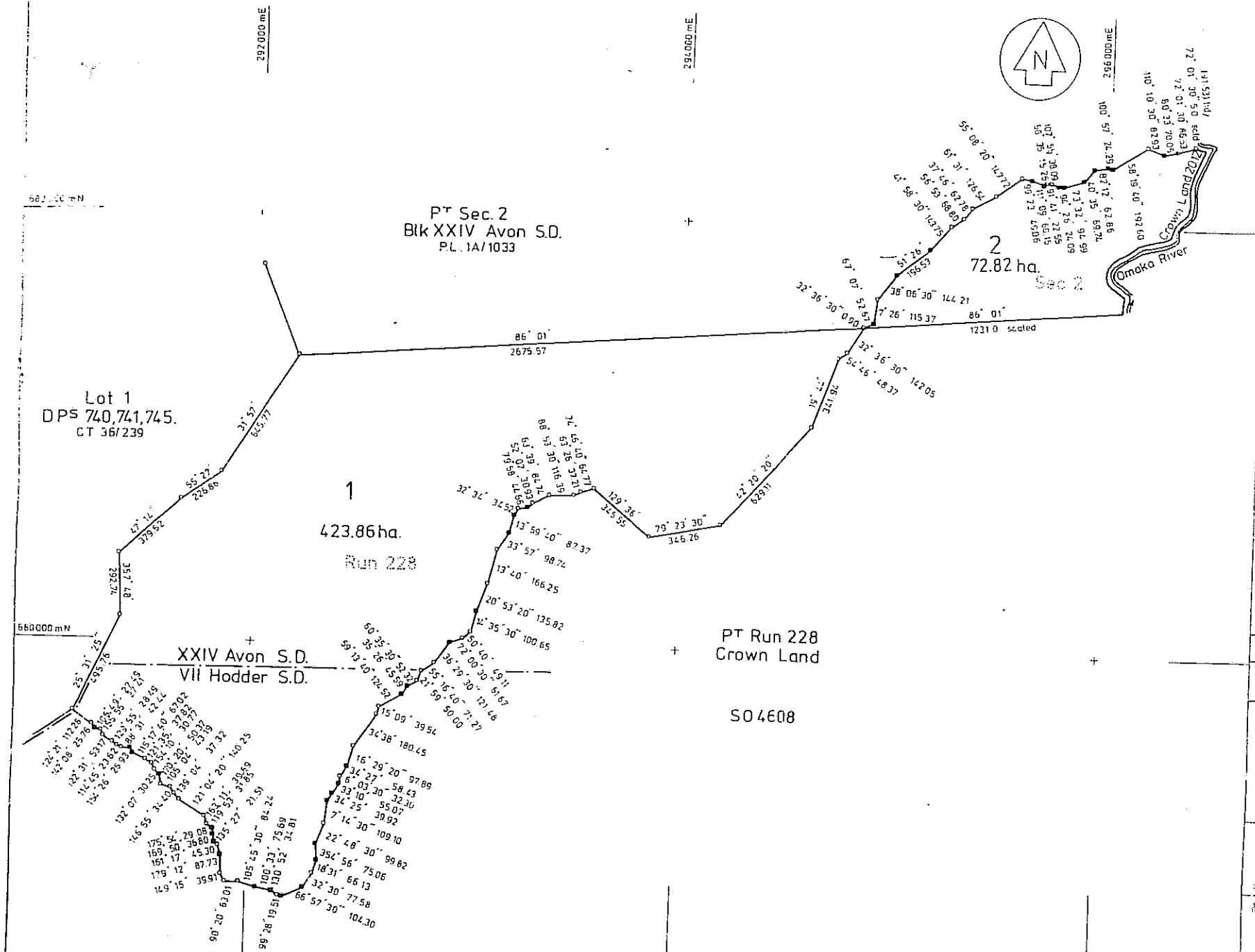
**Report to the Chief Surveyor, Christchurch, for a certification of a Status Investigation in respect to RAMSHEAD PASTORAL LEASE TENURE REVIEW.**

1. I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Q.V.Valuations, certify that the status report enclosed for certification is in order for signature.
2. In giving this certification I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Q.V. Valuations, undertake that the status report has been completed in compliance with all relevant policy instructions and in particular, OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.



D McGregor  
McGregor Property Services Limited  
16 January 2001





ἰ Ἀρριονεύς

N.E.GILL

M.E. GIL

“RELEASED UNDER THE OFFICIAL INFORMATION ACT”

Total	496.68
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Comprised in P.L.1A/1033, Ramshead Road  
Limited & Crown Land.

[illegible]

BLENHEIM 2nd  
JUNE 1968

1251, 1253			
1251, 1253	52	98-109	
1251, 1253			

S.O. 4608, 14204 M.T. 1293  
Sampled 04/11/2013

Approved as to Name,

18-9-54

Deposited this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

District Land Registrar

SO: 6741 T

.....

LAND DISTRICT MARLBOROUGH  
SURVEY BLK. 8 DIST. XXIV Avon, VII Hodder  
NZMS 261 SH<sup>0 29</sup> P<sup>29</sup> P<sup>28</sup> RECORD MAP No 1.1 1.4

SECTIONS 1&2 SO 6741

TERRITORIAL AUTHORITY Marlborough County  
Surveyed by Dept of Survey & Land Info.  
Scale 1:12,500 Date August 1987



L. & S. - E. 4

Former Ref. Vol.

L. & S. Ref. No. 0.13

Registered in the LAND REGISTRY OFFICE  
by 04 JAN 2001  
RELEASED UNDER THE OFFICIAL INFORMATION ACT  
PART TAKEN BY GAZETTE NOTICE 1033  
10th day of April 1963 at 2.10 o'clock.  
District Land Registrar  
J. O. O'Connor

1A / 1033

# Pastoral Lease under the Land Act 1948 P.24

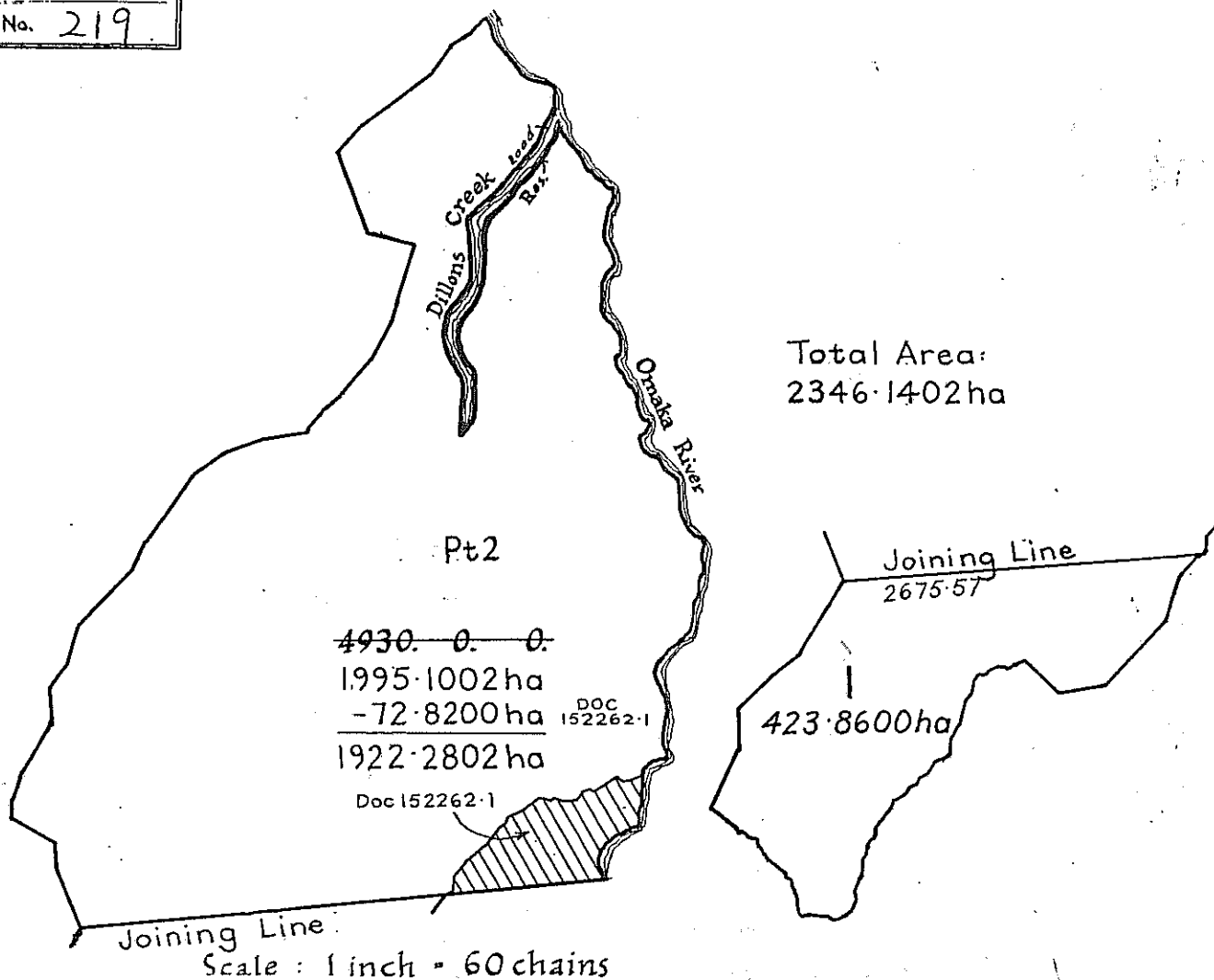
**This Deed**, made the first day of January 19 63 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and Thomas Henry Slape, formerly of Kaikoura but now of Havelock, Sheepfarmer

(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 4,930 acres more or less, situated in the Land District of Marlborough, and being Section 2, Block XXIV, Avon Survey District

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

LAND & DEEDS	
Nature:	Lease
Firm:	CCL
10 APR 1963	
Time:	2.10
Fee: £	45: -
Abstract No.	219

METRIC AREA IS ~~1995.1002~~ ha



1A / 1033

## "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 19 63, together with the period between the date of this lease and the aforesaid 1st day of January 19 63, YIELDING and paying therefor unto the Department of Lands and Survey at Blenheim the annual rent of £ 90-0-0 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~~                      sheep which number shall not include more than                      breeding ewes nor more than                      cattle which number shall not include more than                      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.

## SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN

NIL.

IN WITNESS whereof the 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 said Commissioner on behalf of the Lessor, in the presence of—

Witness:

Occupation:

Address:

*[Signature]*

Commissioner of Crown Lands.

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

Witness:

Occupation:

Address:

*[Signature]*

Lessee.

40410 Proclamation of a road passing through with the land produced 24/9/1963 at 11.38 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

40984 Transfer to Eric Giles of Blenheim, produced 16/12/1963 at 11.1 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

40985 Mortgage to Frank Shirley Ball produced 16/12/1963 at 11.12 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

40986 Mortgage to Thomas Henry Slape produced 16/12/1963 at 11.13 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

44404 Mortgage to Thomas Mahon produced 7/4/1965 at 11.4 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

44485 Mortgage to Her Majesty the Queen produced 28/4/1965 at 10.30 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

45522 Transmission of Mortgage 40985 to Leonard Feldman Ball and Allan Maxwell Gascoigne as executors entered 23/8/1965 at 10.45 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

53096 Notice of Change under the Statutory Land Charges Act 1928 - 1.5.1968 at 11.50 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

54555 Mortgage to John J. Brown - 7.10.1968 at 11.10 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

54556 Memorandum of Priority making Mortgage 54555 first mortgage and Mortgage 40986 second mortgage and Mortgage 44485 third mortgage - 7.10.1968 at 11.12 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

54557 Mortgage to Her Majesty The Queen - 7.10.1968 at 11.13 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

55556 Certificate of Alteration varying the terms of the within lease - 7.2.1969 at 10.21 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

Variation of Mortgage 54555 - 5.5.1970 at 11.06 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

Variation of Mortgage 54555 - 29.3.1973 at 11.43 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

80447 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 21.8.1975 at 11.27 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

86262 Encumbrance to The Chairman Councillors and Inhabitants of the County of Marlborough - 17.2.1977 at 11.31 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

86406.2 Variation of terms of the within lease - 3.3.1977 at 11.26 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

86406.4 Mortgage to Her Majesty the Queen - 3.3.1977 at 11.26 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

86406.5 Mortgage to Her Majesty the Queen - 3.3.1977 at 11.26 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

89420.1 Transmission of Mortgage 54555 to Gordon Edgar Brown and Allan Maxwell Brown as executors - 30.11.1977 at 11.19 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

97462 Mortgage to the Rural Banking and Finance Corporation - 11.1.1980 at 2.49 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

97470 Notice of Statutory Land Charge under the Rural Housing Act 1939 - 21.1.1980 at 11.01 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

107438 Variation of mortgage 97462 - 1.3.1982 at 2.13 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

107938 Land Improvement Agreement under Section 30 Soil Conservation and Rivers Control Act, 1941 - 2.4.1982 at 1.58 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

124115.1 Application under Section 4 Rural Banking and Finance Corporation Amendment Act 1982 where Mortgage 86406.4 is vested in the Rural Banking and Finance Corporation - 21.3.1985 at 12.09 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

124115.5 Variation of terms of the within lease - 21.3.1985 at 12.09 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

124115.6 Transfer to Ranshead Run Limited at Blenheim - 21.3.1985 at 12.09 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

124115.7 Mortgage to the Rural Banking and Finance Corporation - 21.3.1985 at 12.09 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

124115.8 Mortgage to Norton Eric Giles - 21.3.1985 at 12.09 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

127084 Variation of mortgage 124115.7 - 24.9.1985 at 11.47 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

133505 Variation of Mortgage 124115.7 - 26.11.1986 at 11.47 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

138220 Electricity Agreement under Section 30 of the Electricity Act 1968 - 29.10.1987 at 1.45 a.m.  
**OBSELETE**  
J.P. O'Connor  
D.L.R.

143250 Change of Appellation whereby part  
of the within land is now known as Section 2  
SO 6741.-5.10.1988 at 9.10o'c

A.L.R.

152262.1 Certificate under Section 113 of the  
Land Act 1948 excluding Section 2 SO 6741  
from the within lease.-16.5.1990 at 9.24o'c

A.L.R.

152262.2 Certificate under Section 113 of  
the Land Act 1948 incorporating Section  
1 SO 6741 in the within lease and increasing  
the annual rent to \$300.00 as from 1.7.1985.-  
15.5.1990 at 9.24o'c

A.L.R.

153511 Variation of mortgage 124115.7.-  
27.7.1990 at 10.45o'c

**OBSELETE**

A.L.R.

154889 Gazette Notice declaring part of the  
within land (651.765 ha) marked A,B & O  
on DP 7395 to be protected private land for  
scenic purposes, subject to the Reserves  
Act 1977.-25.10.1990 at 11.10o'c

A.L.R.

157809 Transfer to Norton Eric Giles, Farmer  
and Valerie Giles, Farmer both of  
Wairau Valley and Mark Eric Giles,  
Farmer of Waihopal Valley as tenants in  
common in equal shares.-23.5.1991 at  
9.10o'c

for A.L.R.

159277.4 Mortgage to Rural Bank Limited.-  
20.8.1991 at 9.03o'c

A.L.R.

159277.5 Memorandum of Priority making  
mortgage 159277.4 a first mortgage and  
mortgage 124115.8 a second mortgage.-20.8.1991  
at 9.03o'c

A.L.R.

168244.3 Transfer to G.S. Miller Limited at  
Balclutha.-29.4.1993 at 10.12o'c

**Withdrawn From Registration**

A.L.R.

168244.4 Mortgage to The National Bank of New  
Zealand Limited.-29.4.1993 at 10.12o'c

10/5/1993

A.L.R.

168485.1 Variation of the within lease.-  
14.5.1993 at 9.55o'c

A.L.R.

168485.2 Transfer to G.S. Miller Limited at  
Balclutha.-14.5.1993 at 9.55o'c

A.L.R.

168485.3 Mortgage to The National Bank of New  
Zealand Limited.-14.5.1993 at 9.55o'c

A.L.R.

184034 Variation of terms renewing the  
within lease for 33 years commencing on  
1.1.1996.-1.3.1996 at 4.00o'c

A.L.R.

193283.2 Mortgage to PGG Trust Limited  
26.9.1997 at 9.45

for DLR

194369.1 Transfer granting a Forestry  
Right under the Forestry Rights  
Registration Act 1983 to PGG Trust Limited.  
Term of 30 years from and inclusive of  
the 7.5.1997 and expiring on 6.5.2027 -  
24.11.1997 at 9.25

for DLR

196103.1 Variation of mortgage 193283.2

196103.2 Mortgage to Pyne Gould Guinness  
Limited

all 2.3.1998 at 9.30

for DLR

**BALANCE REMAINING**

AREA: 2346.1402 ha

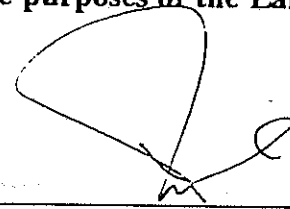
DESCRIPTION: Pt Section 2

81K XXIV Avon SD 2

Section 1 SO 6741.

**MEMORANDUM OF RENEWAL  
OF LEASE**

Correct for the purposes of the Land Transfer  
Act:



Solicitor for the Lessee

HER MAJESTY THE QUEEN

Lessor

G S MILLER LIMITED

Lessee

Particulars entered in the Register on

Date and at the time recorded below

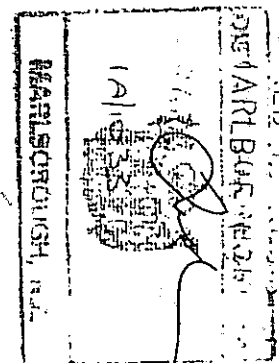
District  
Assistant Land Registrar

FILED  
LAND RE  
ACT LAND

4.00 U1.MAR96

184034

OFFICE COPY.



Knight Frank (NZ) Limited  
BLENHEIM

# MEMORANDUM OF RENEWAL OF LEASE

IN THE MATTER of the Land Transfer Act  
1952 and the Land Act 1948

AND

IN THE MATTER of Pastoral Lease No 24  
registered in Volume 1A, folio 1033,  
Marlborough Land Registry, from HER  
MAJESTY THE QUEEN to G S Miller  
Limited at Balclutha

Pursuant to Section 170 of the Land Act 1948 the term of the above-mentioned Lease registered in Volume 1A, folio 1033, Marlborough Land Registry, is renewed for a term of 33 years commencing on the 1st day of January 1996. The Covenant to pay rent and the Rental Value contained in the Lease is hereby varied by deleting the said Covenant and substituting the following:

Yielding and paying therefore for the first 11 years of the said term unto the Commissioner of Crown Lands (or his appointed agent) the annual rent of \$2,325.00 (plus GST) calculated on a Rental Value of \$155,000.00 (exclusive of GST) 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 period of 11 years, and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 132A of the Land Act 1948.

Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Memorandum of Lease shall remain in full force.

IN WITNESS WHEREOF the parties hereunto subscribed their name this  
of DECEMBER 1995.

20<sup>TH</sup>

day

SIGNED for and on behalf of HER MAJESTY  
THE QUEEN as Lessor by the Commissioner  
of Crown Lands in the presence of:

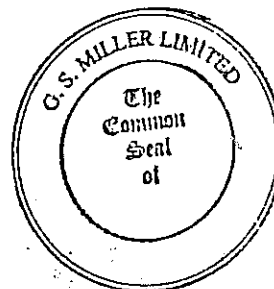
Witness: McBride

[Signature]  
Commissioner of Crown Lands

Occupation: LYNETTE PORTER  
TEAM MEMBER  
Address: NATIONAL OFFICE  
DEPARTMENT OF SURVEY  
& LAND INFORMATION  
WELLINGTON

The Common Seal of G S Miller Limited as  
Lessee was affixed hereto in the presence of:

[Signature]  
GOVERNING DIRECTOR



# CERTIFICATE OF ALTERATION

HER MAJESTY THE QUEEN { Lessor.  
Licensor.

..... { Lessee.  
Licensee.

---

PARTICULARS entered in the Register on the date and at  
the time recorded below.

.....  
District Land Registrar of the District of  
Assistant

OFFICE COPY

24 16 MAY 90 1522621

PARTICULARS  
LAND REGISTER

DISTRICT LAND REGISTRY

DISTRICT	REGISTERED	17/05/83
	17/05/83	

MADE BY: [Signature]  
17/05/83

# CERTIFICATE OF ALTERATION UNDER SECTION 113, LAND ACT 1948

IN THE MATTER of the Land Transfer Act 1952, and the Land Act 1948,

and

IN THE MATTER of lease/~~license~~ from HER MAJESTY THE

QUEEN to Ramshead Run Limited at Blenheim as Lessee of all that parcel of land containing 1995.1002 hectares more or less, being Part Section 2, Block XXIV, Avon Survey District and Section 2, SO 6741 and being all of the land comprised and described in Pastoral Lease No 24

registered in Certificate of  
Title Vol 1A, folio 1033 Marlborough Land Registry.

**This is to certify** that on the 1st day of July 1985, the area of land included in the abovementioned Lease is altered by the exclusion of the land described in the Schedule hereto, with no alteration to the annual rental payable under the Lease.

## Schedule

Section 2, SO 6741 72.82 hectares

All and singular the covenants conditions and agreements of the said Lease expressed and/or implied shall continue in force in respect of the residue of the land henceforth comprised therein as fully and effectually as if such residue of the said land above had originally been comprised therein.

Signed at Blenheim this 23rd day of April 1990.

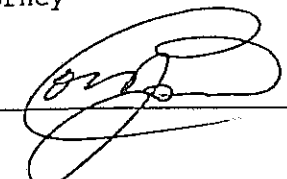
Signed for and on behalf of HER MAJESTY THE QUEEN pursuant to a Deed lodged with the District Land Registrar as No 136456 by Land Corporation Limited by its Attorney Owen Charles Norrish in the presence of:

Land Corporation Limited by its Attorney

Witness: M. Burney

Occupation: Property Officer

Address: Land Corporation Ltd  
Blenheim.

  
Attorney

As witness my hand, this ..... day of ..... 19.....



## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, OWEN CHARLES NORRISH of Blenheim, Assistant Property Manager

HEREBY CERTIFY -

1. That by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

    BLENHEIM (Marlborough Registry) and there numbered 136439  
    NELSON (Nelson Registry) and there numbered 269962.1

LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

2. THAT at the date hereof I was Assistant Property Manager of the Nelson Branch of the said Corporation.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Blenheim this 23rd )  
day of April 1990.)

.....  
Assistant Property Manager

ENCUMBRANCE

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

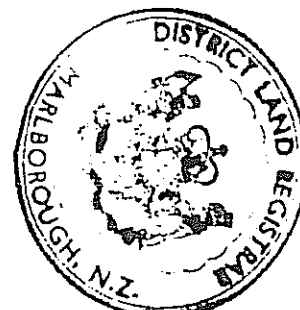
Registered in Duplicate

ORIGINAL

142451

~~142451~~ Discharged as to CsT 4C/95, 4C/96,  
4C/97 and 4C/98.-16.8.1988 at 2.190'g

*filed*  
A.L.R.



FEB 17 11 31 AM '77

086282  
20/962, 10/1033 (30/5)  
DISTRICT  
BLK  
REGISTRY  
NO. 2  
4C/95  
4C/96  
4C/97  
4C/98

GWC

SIGNED by the said MORTON ERIC  
GILES as encumbrancer in the  
presence of:

*W. E. Giles*

*[Signature]*

LAW CLERK TO  
SARGENT & Lundy & Co.  
1000 ...

~~THE OFFICIAL SEAL OF THE COURT OF  
PROTECTIONS AND LANDS OF  
THE COUNTY OF ... was  
affixed hereto in the presence  
of:~~

Correct for the purposes of the Land Transfer Act

*[Signature]*

Solicitor for the Encumbrancer

be enforceable only against the owners and occupiers for the time being of the firstly described land, secondly described land and thirdly described land and not otherwise against the encumbrancer and his successors in title.

AND IT IS DECLARED THAT:

2. Section 104 of the Property Law Act 1952 applies to the Memorandum of Encumbrance but that otherwise (and without prejudice to the County's rights of action at common law as a rent-charge):

(a) The County shall be entitled to none of the powers and remedies given to encumbrancees by the Land Transfer Act 1952 and the Property Law Act 1952 and

(b) No covenants on the part of the Encumbrancers and their successors in title are implied in this Memorandum other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952.

3. This rent-charge shall immediately determine and the Encumbrancer shall be entitled to a discharge of this Memorandum of Encumbrance:

(a) If the covenants express in this Memorandum otherwise become obsolete or no longer enforceable.

4. In this Memorandum of encumbrance:

"the firstly described land" refers to that land firstly described in the first recital of this Memorandum:

"the Secondly described land" refers to that land secondly described in the second recital of this Memorandum.

"The thirdly described land" refers to that land thirdly described in the third recital of this memorandum.

"the fourthly described land" refers to that land fourthly described in the fourth recital of this memorandum.

"The Council" refers to the Marlborough County Council

"The County" refers to the Chairman Councillors and Inhabitants of the County of Marlborough.

DATED this 28<sup>th</sup> day of October

1976

4

4

1



2216 1042

-001.00

# (PARTIAL) DISCHARGE OF MORTGAGE

3 an LYMONDS  
54557  
296 oiof  
land cont  
district  
29662  
Cumber

..... Mortgagor  
..... Mortgagee

Particulars entered in the Register as shown herein on  
the date and at the time endorsed below.

.....  
Assistant / District Land Registrar of the

District of .....

19  
2.28 16.AUG88 142453  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY MARLBOROUGH  
ASST. LAND REGISTRAR  
4C795 to 4C198

ENCUMBRANCE

(PARTIAL) DISCHARGE OF ~~MORTGAGE~~

ENCUMBRANCE

~~Encumbrance~~ Number: 86262

Land Registry: Marlborough

~~COMPLETE DISCHARGE~~

~~It is hereby acknowledged that all moneys intended to be secured by the said mortgage have been received.~~

PARTIAL DISCHARGE

~~FOR VALUABLE CONSIDERATION received namely:~~

(S )  
ALL THAT PARCEL OF LAND described in the Schedule IS HEREBY DISCHARGED AND RELEASED from the  
above described ~~encumbrance~~ and from payment of all moneys thereby secured BUT WITHOUT PREJUDICE to the  
~~Mortgage~~ rights powers and remedies under the said ~~Mortgage~~ Encumbrance  
Encumbrancee

SCHEDULE

~~184.1279ha more or less being Part Section I Block VI Avon Survey District  
and being all the land in Certificate of Title 4B/1300-~~

15.808ha being Lot 3 DP 7367 described in Certificate of Title 4C/96

36.890ha being Lots 1 & 2 DP 7367 described in Certificate of Title 4C/95

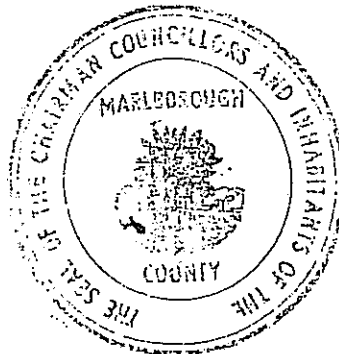
81.580ha being Lot 4 DP 7367 described in Certificate of Title 4C/97

48.430ha being Lot 5 DP 7367 described in Certificate of Title 4C/98

Dated this 9<sup>th</sup> day of June 1988

EXECUTED by the ~~Encumbrancee~~  
THE CHAIRMAN COUNCILLORS AND  
INHABITANTS OF THE MARLBOROUGH  
COUNTY

(by the affixing of its common seal)  
in the presence of:



Correct for the purposes  
of the Land Transfer Act

Solicitor for the ~~Encumbrancee~~  
Encumbrancee

LAND IMPROVEMENT AGREEMENT

This AGREEMENT is made between the MARLBOROUGH CATCHMENT BOARD duly constituted under the Soil Conservation and Rivers Control Act 1941 (hereinafter called "the Board") of one part AND Norton Eric Giles of Blenheim, Farmer

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

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

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

1/2  
1/1/4  
1/2

1/1/4



6. THIS agreement shall enure until 8th March, 2081 or until such sooner time as may be agreed between the parties at which time a certificate shall be deposited in terms of s.30A(5) Soil Conservation & Rivers Control Act 1941.

IN WITNESS WHEREOF these presents have been executed this 9th day of March, 1982.

Signed by the said Norton Eric Giles )  
as the Owner/Occupier in the presence of: )

Witness: L. J. Giles

Occupation: Assistant Soil Conservator

Address: Blenheim

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

Chairman L. J. Lanchlan

Secretary A. W. Sawie



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

A. W. Sawie Secretary

THE FIRST SCHEDULE

Description of Land:

Section 2, Block XXIV, Avon Survey District. Area : 1995.1002 hectares.  
Pastoral Lease No. 24, Volume 1A Folio 1033.

THE SECOND SCHEDULE

PART I RATES OF GRANT

It is agreed that the works as set out in Part IV of this agreement and described on the plan attached will be carried through to completion over a period of ...5.. years and that these works and requirements under this agreement will be complied with, subject to such amendments as may be mutually agreed upon in writing by the owner or occupier and the Board.

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

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

~~Requirements as set out in Part IV~~ % Grant % Owner or occupier

Maintenance of works as set out in Part III 40 % Grant 60 % Owner or occupier

PART II CONDITIONS

WORKS AND REQUIREMENTS	PERIOD DURING WHICH WORKS AND REQUIREMENTS APPLY	CONDITIONS
Stocking	N.A.	
Fencing	99 years	) To be maintained in stock proof condition ) except that future reconstruction of ) fences shall be as set out in Part III ) of this agreement.
Tree Planting	N.A.	
Structures	N.A.	
Windbreaks	N.A.	
Tracks	N.A.	
Firebreaks	N.A.	
Oversowing and topdressing	N.A.	
Other	N.A.	

*11/8*  
*L. H. Lanchlan*  
*4/8*

PART III MAINTENANCE

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

PART IV SUMMARY OF WORKS AND REQUIREMENTS

WORKS:

	<u>TOTAL COST</u>	<u>% GRANT</u>	<u>GRANT</u>	<u>LOCAL SHARE</u>
10.7 km Conservation Fence	\$62 566.00	40	\$21 025.00	\$41 541.00

*Handwritten signature/initials*

REQUIREMENTS:



GENERAL INFORMATION		DATE OF ACQUISITION	
ITEM NO. 100-100000		DATE 10/10/70	
ITEM NAME		ITEM NO.	
ITEM DESCRIPTION		ITEM NO.	
ITEM LOCATION		ITEM NO.	
ITEM STATUS		ITEM NO.	
ITEM VALUE		ITEM NO.	
ITEM WEIGHT		ITEM NO.	
ITEM MEASUREMENTS		ITEM NO.	
ITEM COLOR		ITEM NO.	
ITEM MATERIAL		ITEM NO.	
ITEM CONDITION		ITEM NO.	
ITEM HISTORY		ITEM NO.	
ITEM COMMENTS		ITEM NO.	
ITEM APPROVAL		ITEM NO.	
ITEM SIGNATURE		ITEM NO.	
ITEM DATE		ITEM NO.	
ITEM TIME		ITEM NO.	
ITEM PLACE		ITEM NO.	
ITEM WEATHER		ITEM NO.	
ITEM MOON		ITEM NO.	
ITEM STARS		ITEM NO.	
ITEM PLANETS		ITEM NO.	
ITEM GALAXIES		ITEM NO.	
ITEM CLUSTERS		ITEM NO.	
ITEM NEBULAE		ITEM NO.	
ITEM COMETS		ITEM NO.	
ITEM METEORS		ITEM NO.	
ITEM SHOOTING STARS		ITEM NO.	
ITEM AURORAS		ITEM NO.	
ITEM SOLAR FLARES		ITEM NO.	
ITEM COSMIC RAYS		ITEM NO.	
ITEM GRAVITATIONAL WAVES		ITEM NO.	
ITEM DARK MATTER		ITEM NO.	
ITEM DARK ENERGY		ITEM NO.	
ITEM QUANTUM MECHANICS		ITEM NO.	
ITEM RELATIVITY		ITEM NO.	
ITEM COSMOLOGY		ITEM NO.	
ITEM ASTROPHYSICS		ITEM NO.	
ITEM ASTRONOMY		ITEM NO.	
ITEM SPACE EXPLORATION		ITEM NO.	
ITEM ROCKETRY		ITEM NO.	
ITEM AERONAUTICS		ITEM NO.	
ITEM AVIATION		ITEM NO.	
ITEM MARITIME		ITEM NO.	
ITEM AIR FORCE		ITEM NO.	
ITEM NAVY		ITEM NO.	
ITEM COAST GUARD		ITEM NO.	
ITEM CUSTOMS		ITEM NO.	
ITEM BORDER POLICE		ITEM NO.	
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ITEM PASSPORTS		ITEM NO.	
ITEM VISA		ITEM NO.	
ITEM ENTRY		ITEM NO.	
ITEM EXIT		ITEM NO.	
ITEM TRANSIT		ITEM NO.	
ITEM STOP		ITEM NO.	
ITEM DELAY		ITEM NO.	
ITEM CANCELLATION		ITEM NO.	
ITEM REENTRY		ITEM NO.	
ITEM OVERSTAY		ITEM NO.	
ITEM DEPORTATION		ITEM NO.	
ITEM ASYLUM		ITEM NO.	
ITEM REFUGEE		ITEM NO.	
ITEM HUMANITARIAN		ITEM NO.	
ITEM PROTECTION		ITEM NO.	
ITEM RIGHTS		ITEM NO.	
ITEM FREEDOM		ITEM NO.	
ITEM JUSTICE		ITEM NO.	
ITEM LAW		ITEM NO.	
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ITEM PEACE		ITEM NO.	
ITEM STABILITY		ITEM NO.	
ITEM SECURITY		ITEM NO.	
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ITEM CULTURE		ITEM NO.	
ITEM SOCIETY		ITEM NO.	
ITEM COMMUNITY		ITEM NO.	
ITEM ECONOMY		ITEM NO.	
ITEM INDUSTRY		ITEM NO.	
ITEM TECHNOLOGY		ITEM NO.	
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ITEM TRIUMPH		ITEM NO.	
ITEM VICTORY		ITEM NO.	
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ITEM DOMINATION		ITEM NO.	
ITEM SUPREMACY		ITEM NO.	
ITEM HEGemony		ITEM NO.	
ITEM IMPERIALISM		ITEM NO.	
ITEM COLONIALISM		ITEM NO.	
ITEM NEOPATRIOTISM		ITEM NO.	
ITEM NATIONALISM		ITEM NO.	
ITEM ETHNICITY		ITEM NO.	
ITEM RACE		ITEM NO.	
ITEM RELIGION		ITEM NO.	
ITEM SPIRITUALITY		ITEM NO.	
ITEM MYSTICISM		ITEM NO.	
ITEM PHILOSOPHY		ITEM NO.	
ITEM IDEOLOGY		ITEM NO.	
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ITEM FAITH		ITEM NO.	
ITEM TRUST		ITEM NO.	
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