

Crown Pastoral Land Tenure Review

Lease name : THREE SPRINGS

Lease number : PT 112

Due Diligence Report (including Status Report) - Part 1

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

**DUE DILIGENCE REPORT
CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:
THREE SPRINGS**

File Ref: CON/50269/09/12721/A Report No: CH0149 Report Date: 17/06/2002
Office of Agent: Christchurch LINZ Case No: TR 02/631 Date sent to LINZ: 17/06/2002

RECOMMENDATIONS

1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;

2. That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions which require action by the Manager Crown Property Contracts *[or other party]*;
 - There is no evidence on file that Section 24(2A) of the Conservation Act 1987 was complied with at the time of renewal of the lease.

 - A water supply pipeline was installed on the lease in or around 1980. The user of this supply has not been identified and an easement may be required.

Signed by Opus:

Peer Reviewed




Mike Todd
Property Consultant



RJ Ross
Property Consultant

Approved/~~Declined~~ (pursuant to a delegation from the Commissioner of Crown Lands) by:



Name: GRANT KASPER WEBLEY
Date of decision: / /

1. Details of lease:

Lease Name: Three Springs
Location: 7 kilometres Northwest of Fairlie.
Lessee: GJ and J Page and EO Sullivan
Tenure: Pastoral Lease
Term: 33 years from 1 July 1964 renewed for a further 33 term from 1 July 1997

Annual Rent: \$2,700.00
Rental Value: \$180,000.00
Date of Next Review: 1 July 2008
Land Registry Folio Ref: CB3D/625
Legal Description: Run 322, Blocks
Area: 871.2882 hectares

2. File Search

Files held by Agent on behalf of LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
CON/50269/09/12721/A	1	-	-	-	-

Other relevant files held by LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
CON/50213/09/12721/A	1	-	1/7/00	-	Present
PT/112-SCH-01	1	-	1/1/23	-	18/2/64
PT/112-SCH-02	2	-	12/3/64	-	21/1/98
PT/112-SCH-03	3	-	21/1/98	-	30/6/00
PT/112-SCH-04	4	-	4/11/21	-	14/2/89

3. Summary of lease document:

Terms of lease

Pastoral lease under the Land Act 1948 issued for 33 years from 1 July 1964 and renewed for a further period of 33 years commencing 1 July 1997. The lease has a base stock limit of 1575 sheep including 1125 breeding ewes and 60 breeding cows. The current personal exemption to this limit is 2900 sheep (1950 breeding ewes), 120 cattle (90 breeding cows).

The lease was renewed for a further term of 33 years by memorandum of variation A319038.1 registered 25 September 1997. This memorandum also varied the lease by deleting the covenant to pay rent and substituting a new clause.

Area adjustments

There have been no transactions affecting the area of the lease.

Registered interests

- 8882.1 Land Improvement Agreement registered 17 September 1974
Recording the terms of an agreement entered into between the lessee and the South Canterbury Catchment Board for the development of parts of the lease.
- 133717.8 Land Improvement Agreement varying the terms of Land Improvement Agreement 8882.1 registered 14 June 1977.
Variation of Land Improvement Agreement 8882.1
- A319038.1 Variation and renewal registered 25 September 1997.
Renewing the lease for a further term of 33 years and replacing covenant to pay rent with a new clause.
- A482049.3 Mortgage registered 21 November 2000.
First mortgage to Rabobank New Zealand Limited.

Unregistered interests

There are no unregistered interests recorded on the file.

4. Summarise any Government programmes approved for the lease:

A land Improvement Agreement is registered against the lease, which provides for the holder to undertake works to improve the land and subsidies to be paid to the holder by the South Canterbury Catchment Board on satisfactory completion of the works. The term of the agreement is for 99 years after completion of the work during which time the owner is required to maintain and keep in good condition the works and areas affected by the plan. The agreement is dated 11 September 1974 and provided for the work to be completed within 5 years.

5. Summary of Land Status Report:

The status check noted the following points:

- A field inspection may be required to ascertain if streams within this pastoral lease could be subject to section 24 of the Conservation Act 1987. No evidence has been found that this aspect was considered or recorded on a plan held in the Chief Surveyors Office on renewal of this lease on 1 July 1997.

This refers to advice given by the chief surveyor at the time that a field inspection of the lease land would be required to determine which if any stream marginal strips would apply to. It is not considered relevant in the context of tenure review. It is noted however that there is no evidence on file that Section 24(2A) of the Conservation Act 1987 was complied with at the time of renewal of the lease.

- There is evidence on file that a water supply scheme has its source and pipeline from a stream on this property.

Refers to a memorandum on file acknowledging that the lessee had put in a water supply intake and pipeline on the property. It would appear that this may have been a water supply for use on the farm rather than by a third party but there is no conclusive evidence on file as to who uses this supply. Relevant folios are attached as Appendix 1.

6. Review of topographical and cadastral data:

The topographical and cadastral data do not disclose anything of note.

7. Details of any neighbouring Crown or conservation land

There is no conservation land adjoining this property (with the possible exception of undefined marginal strips) nor is there any Crown land other than the neighbouring Airies pastoral lease.

8. Summarise any uncompleted actions or potential liabilities:

There is no evidence on file that Section 24(2A) of the Conservation Act 1987 was complied with at the time of renewal of the lease.

A water supply pipeline was installed on the lease in or around 1980. The user of this supply has not been identified and an easement may be required.

Appendices

Appendix 1 – Folios relating to water supply.

Appendix 2 – Land Status Check and Plan.

Appendix 1 – Folios relating to water supply.

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P. 112

XXXXXX
Private Bag
CHRISTCHURCH

Mr G.P. Page
'Three Springs'
FAIRLIE

Dear Mr Page,

I refer to the recent inspection of your pastoral lease property by Field Officer Peter Goodson and report as follows.

AMENDMENT TO STOCK CARRYING CAPACITY:

I am pleased to advise that the Land Settlement Board has approved an amendment to the stock carrying capacity of your pastoral lease as follows:-

Not more than 2800 sheep (including not more than 1850 breeding ewes) and not more than 110 cattle (including not more than 70 breeding cows) provided that not more than 800 sheep are grazed all year on the four hill blocks (Blocks A1, A 2, B and C) increasing to not more than 1850 breeding ewes from the end of January to mid June plus not more than 80 cattle all year round.

Please note that this new stock limitation is personal to you as the present lessee and therefore subject to review at any time, particularly if the property is sold or in the case of deterioration of the vegetative cover of the land. It should also be noted, that the stock carrying limitation applies concurrently with restrictions and conditions imposed and contained in the land improvement agreement as negotiated with the South Canterbury Catchment Board. In particular, condition number B in part 2 in the land improvement agreement is brought to your attention. Currently, grazing on Block B (Duck Creek Block) is restricted to 550 border Merino ewes from mid December to mid March. This in effect means that this Block will be spelled for at least half a growing season each year. There are no additional restrictions on the grazing of Block A2 provided stock carried on the block are within the stock limit as set above and that the topdressing on the block is maintained. The grazing of stock numbers greater than the limitation as set for the Four Hill Blocks requires the prior consent of the Commissioner of Crown Lands and the South Canterbury Catchment Board.

TRACKING:

I am pleased to advise that the Land Settlement Board has approved the tracking as listed below subject to the attached conditions.

- A. The extension of the firebreak access track to end Block A1 to complete a circuit of the hill blocks and to meet up with the track in the bottom of the creek. The conditions under which approval is given are as follows:-

...

2.

1. That the line of the track be as walked and discussed by Soil Conservator Neil McDonald of the South Canterbury Catchment Board and Field Officer Goodson of this Department.
- ... 2. That the general guidelines for farm tracks as attached are adhered to. Particular emphasis is placed on point number 13 in the guidelines, being requirements to oversow and topdress the disturbed ground surface in the following spring.
3. That the grade of the track is not to exceed one in five. (11.25°)
4. That the minimum cut be made, particularly on the crest of the ridge adjacent to the Stanton boundary. It is considered that in many areas the snowgrass cover will not have to be disturbed or the ground broken.
5. That particular care be taken to reduce the visible impact of the track as much as possible.

B. Stock movement track above creek in the north east corner of Block C.

Approval for this stock access track is given subject to the conditions as follows:-

- ... 1. That the general guidelines for farm tracks, as attached, be adhered to.
2. That particular care be taken to batter the slopes properly (i.e. slopes not greater than 30 degrees) so that the subsequent oversowing and topdressing on the batter slope has a chance to survive the probable stock pressure.
3. That the cut of the track be limited to that essential for stock movement.

FENCING:

I am pleased to advise that the Land Settlement Board has approved your request to bulldoze a fenceline subdividing Block A 2, provided that the cut of the bulldozer is kept to that absolutely necessary to obtain a good fenceline and sufficient care is taken to prevent water movement down the fenceline. Approval is also given for the bulldozing of a fenceline along the creek in Block C.

WILDLING LARCH TREES:

The presence of wildling larch trees located in Blocks A 2 and B of your property is noted by this Department. The Department views with some concern the potential for spreading of these trees. Whilst it would appear that stock pressure is presently restricting the spread of these trees, the Department will review the situation in five years time and consider then whether total eradication of the trees is necessary. You are reminded of your obligations to keep the land free from weeds species and should there be evidence within 5 years of the rapid increase in the spread of these trees, then it is quite likely that eradication of the trees will be requested.

...

GORSE:

During the inspection it was noted that there was a gorse infestation on the track just below Block C and also along the track adjacent to the creek in Block C. Whilst there was evidence that control by spraying of the gorse has been attempted it is essential that the follow up spraying be done each year to avoid further spreading of the gorse up into the hill blocks.

INSTALLATION OF WATER SUPPLY:

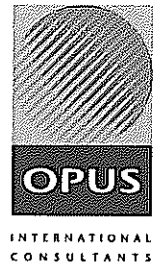
During the inspection it was noticed that a water supply intake and underground pipe line had been installed in Block C along the gully. There is no record on file of permission being requested, or obtained, to install this pipeline. Your attention, as lessee, is drawn to the fact that works of this nature require the prior consent of the Commissioner of Crown Lands. The existence of the water supply intake is noted but it would be appreciated if the proper procedures could be followed for future works.

Yours faithfully,

E.J. Davies
Commissioner of Crown Lands

**OPUS INTERNATIONAL CONSULTANTS LIMITED APPENDIX A
CHISTCHURCH OFFICE**

Project Number 6NLITR.02/366YC



This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50269 dated September 2001 and is undertaken for the purposes of Tenure Review in terms the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Three Springs				LIPS Ref 12721
Property	1	of	1	

Land District	Canterbury
Legal Description	Run 322 situated in Blocks I, II and V Tengawai Survey District
Area	871.2882 hectares
Status	Crown Land subject to the Land Act 1948
Instrument of title / lease	Pastoral Lease CB 3D/625 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal A319038.1
Encumbrances	Subject to: - <ul style="list-style-type: none"> • 8882.1 Land Improvement Agreement (as varied by 133717.8) pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 • Part IVA Conservation Act 1987
Mineral Ownership	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase
Statute	Land Act 1948 and Crown Pastoral Land Act 1998

Data Correct as at	7 June 2002
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Prepared by	Mike Todd <i>M. Todd</i> 18/6/2002
Crown Accredited Supplier	Opus International Consultants Ltd, Christchurch

LAND STATUS REPORT for Three Springs

LIPS Ref 12721

Property 1 of 1

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.

- A field inspection may be required to ascertain if streams within this pastoral lease could be subject to Section 24 of the Conservation Act 1987. No evidence has been found that this aspect was considered or recorded on a plan held in the Chief Surveyors Office on renewal of this lease on 1 July 1997.
- There is evidence on file that a water scheme has its source and pipe line from a stream on this property

LAND STATUS REPORT for Three Springs		LIPS Ref 12721
Propel	1	of 1

Research Data: Some Items may be not applicable

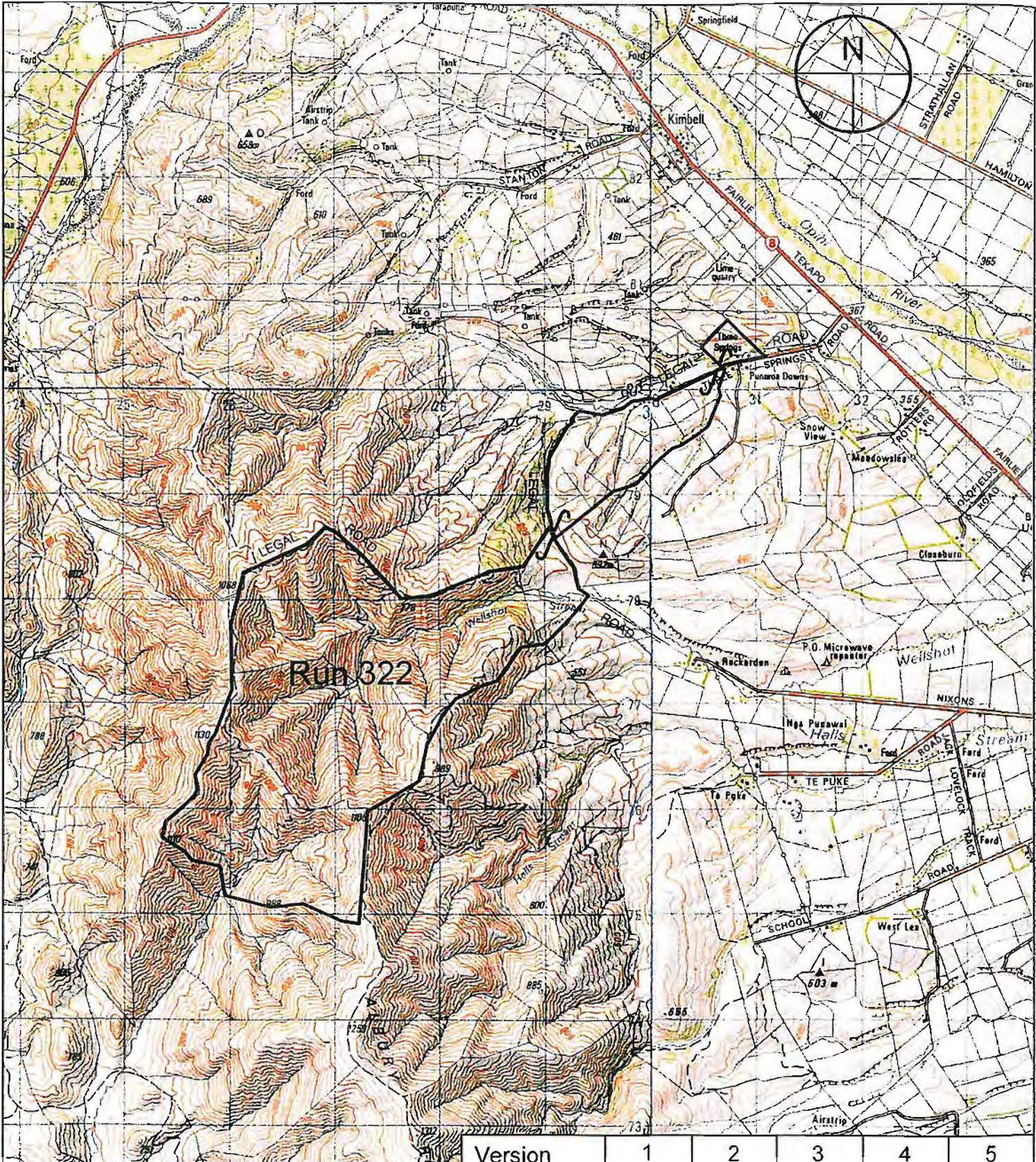
SDI Print Obtained	Yes
NZMS 261 Ref	I38, J37, J38
Local Authority	Mackenzie District Council
Crown Acquisition Map	Kemp Purchase
SO Plan	<p>SO 19960- Plan of South Canterbury Rural Fire District [May 1998]</p> <p>SO 8765- Plan of part Runs 322 (formerly Rural section's 38102 & 38104) and rural section 38105 [September 1954]</p> <p>SO 4197- Plan of Section's 20110, 34390, 20981, 21325 & 20109 [October 1883]</p> <p>SO 3065- Plan of Section 1 and Rural Section 36088 Tengawai Survey District [September 1884]</p> <p>SO 1480- Plan of Rural Section 38094, 38095, 38099, 38098, 38097, 38096, 38101 & 38100.[March 1900]</p> <p>SO 1479- Plan of Tengawai District Part Run 322 (formerly Rural Section 38103) [date not known]</p>
Relevant Gazette Notices and / or Computer interest register.	Searched no relevant Gazettes or Computer interests found
CT Ref / Lease Ref	<p>Pastoral Lease CB 3D/625 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal A319038.1</p> <p>CB472/141 & CB328/119 Lease's of settlement land as small grazing-runs.</p> <p>CB218/38 Lease of pastoral land as small grazing-run under The Land Act 1892 and The Land for Settlements Act 1894 and the amendments thereof.</p>
Plan Index	Plans as shown above
Legalisation Cards	Searched nothing found
Statutory Actions (Landonline)	Searched nothing found
CLR	Supports Pastoral Status

LAND STATUS REPORT for Three Springs	LIPS Ref 12721
Prop: 1 of 1	

Allocation Maps (if applicable)	DOC & SOE maps searched, no allocations within lease area.
VNZ Ref - if known	25280 07700
Crown Grant Maps	Not applicable
If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	Sec 24(9) On renewal of this lease on 1 July 1995 The extent of rivers or streams over 3 meters in width have not been shown on any plan lodged in the Chief Surveyors Office
If Crown land – Check Irrigation Maps.	Not applicable
Mining Maps	No licences registered.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc	a) SO Plan Not applicable b) Proc Plan c) Gazette Ref
Other Relevant Information a) Concessions – Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership	a) The Department of Conservation has been consulted and no Conservation area status land has been identified within the boundary of this property other than marginal strips along the waterways stated in the "Notes" above b) Nothing found c)

LAND STATUS REPORT for Three Springs				LIPS Ref 12721	
Propert	1	of	1		

d) Other Info	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase d)
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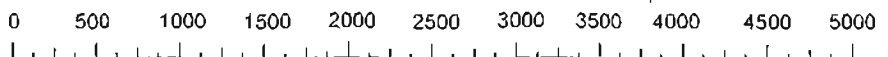
Marginal Strip Subject to Sec 24(9)
 Conservation Act 1987 -----

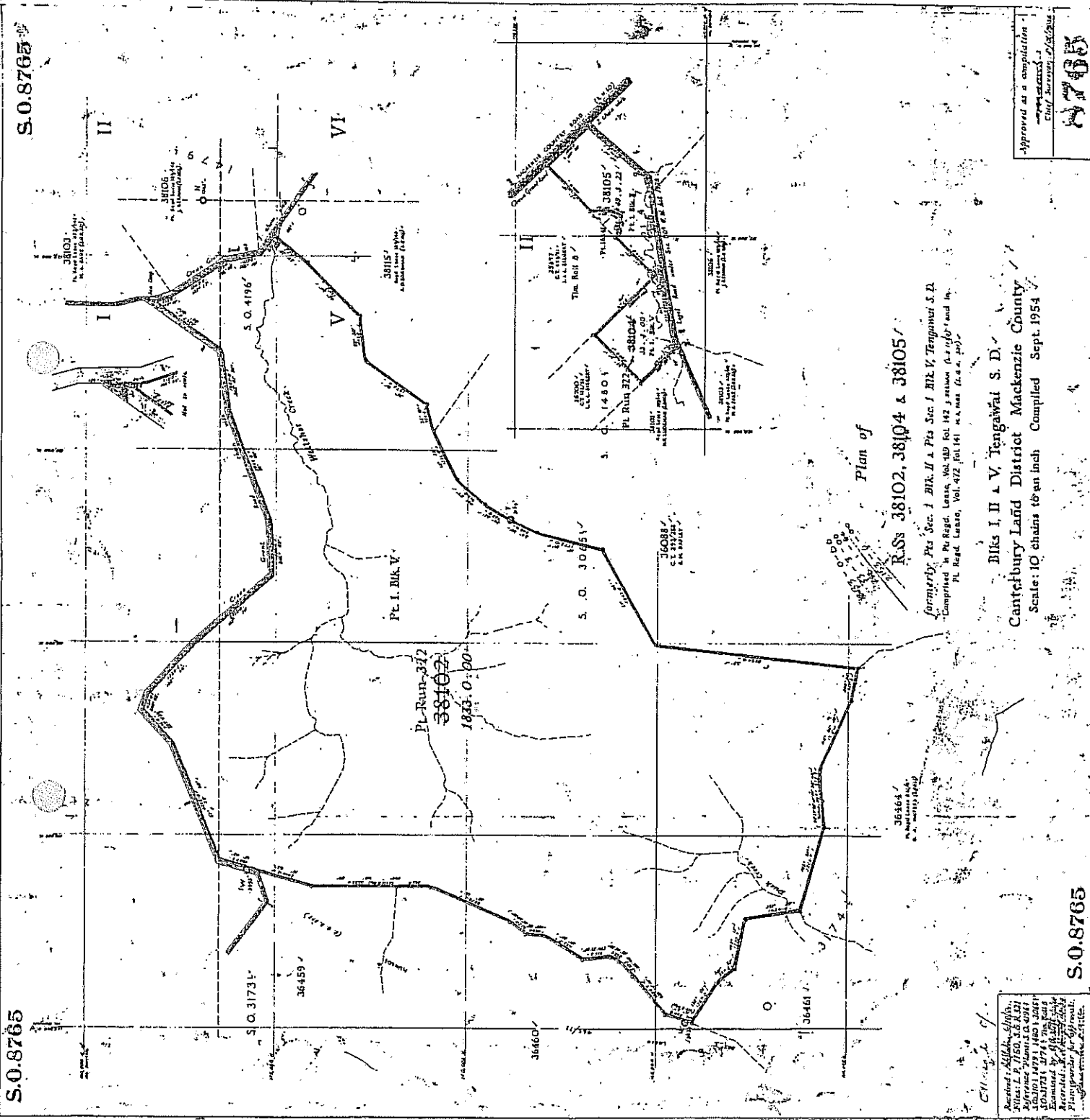
Canterbury Land District, Sheet 1 of 1
 Topographic Map 260 - I38, J37, J38 Date 13/2/02

ANDERSEN & ASSOCIATES
 REGISTERED SURVEYORS
 PO Box 13-343
 Christchurch
 Ph: 379 9903

Three Springs

Scale 1:50000





S.O. 8765

S.O. 8765

Approved as a compilation
 10/10/54
 S.O. 8765

Plan of
 R.S.s 38102, 38104 & 38105

formerly, Pt. Sec. I Bk. II & Pt. Sec. I Bk. V, Tenggawai S.D.
 Comprised in Pt. Regd. Lease, Vol. 439 fol. 142, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Bk.s I, II & V, Tenggawai S. D.
 Cantebury Land District Mackenzie County
 Scale: 10 chains to an inch Compiled Sept. 1954

S.O. 8765

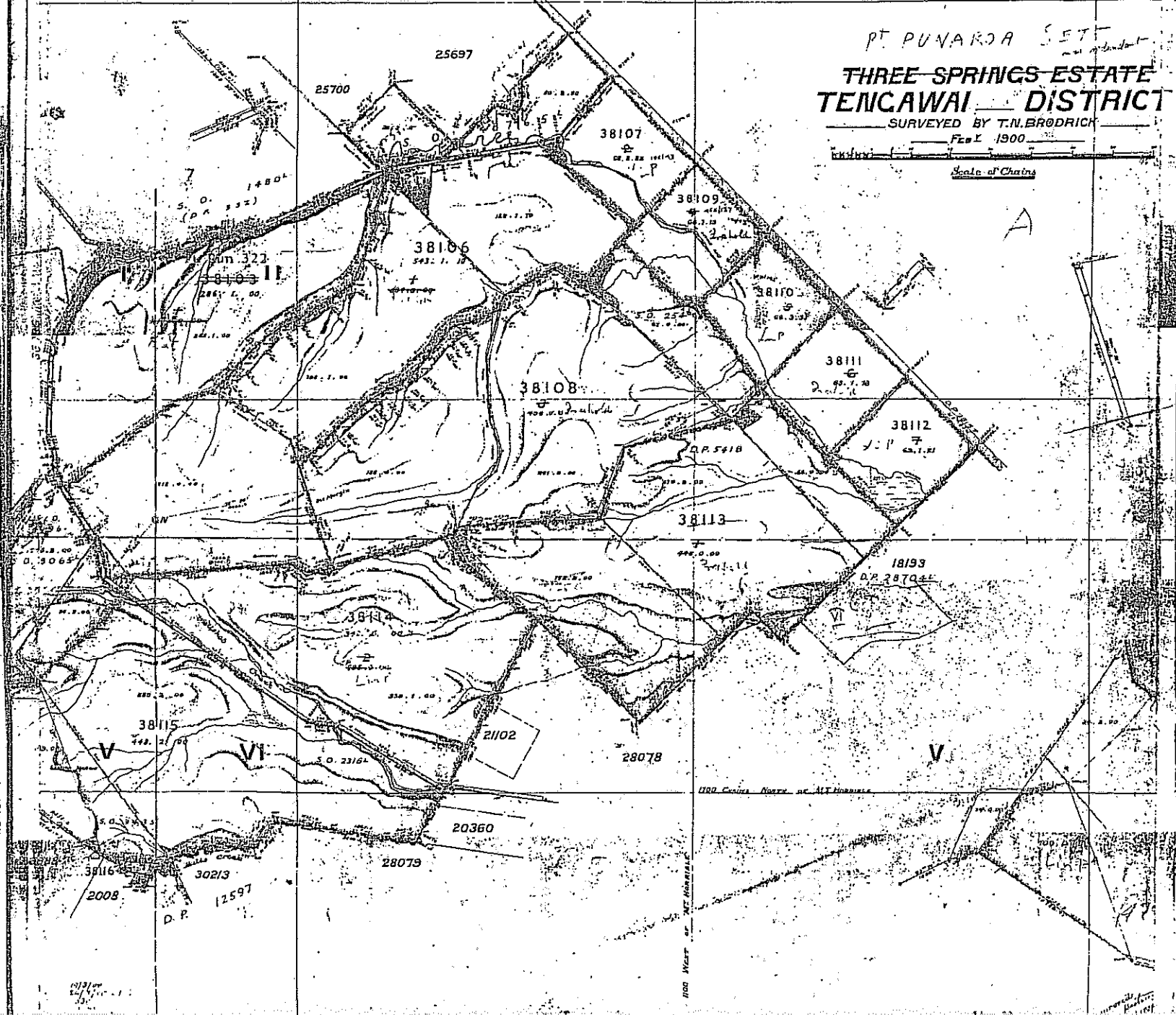
Checked by: M. J. G. G. G. G.
 Drawn by: M. J. G. G. G. G.
 Approved by: M. J. G. G. G. G.
 Date: 10/10/54

AL 104

S.O.1479

S.O.1479

PT PUNARUA SET
~~THREE SPRINGS ESTATE~~
~~TENCAWAI DISTRICT~~
SURVEYED BY T.N. BRODRICK
FEB 1900



“RELEASED UNDER THE OFFICIAL INFORMATION ACT”



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



Search Copy


R.W. Muir
Registrar-General
of Land

Identifier **CB3D/625**
Land Registration District **Canterbury**
Date Registered 20 May 1964 01:52 pm

Prior References

CB472/141

Type	Lease under s83 Land Act 1948		
Area	871.2882 hectares more or less	Term	33 years, commencing on the 1st day of July 1964 and renewed for a further period of 33 years commencing on 1.7.1997

Legal Description Run 322

Proprietors

Graeme James Page, Judith Page and Edward Oral Sullivan

Interests

8882.1 Land Improvement Agreement pursuant to Section 30 Soil Conservation and Rivers Control Act 1941 - 17.9.1974 at 9.04 am

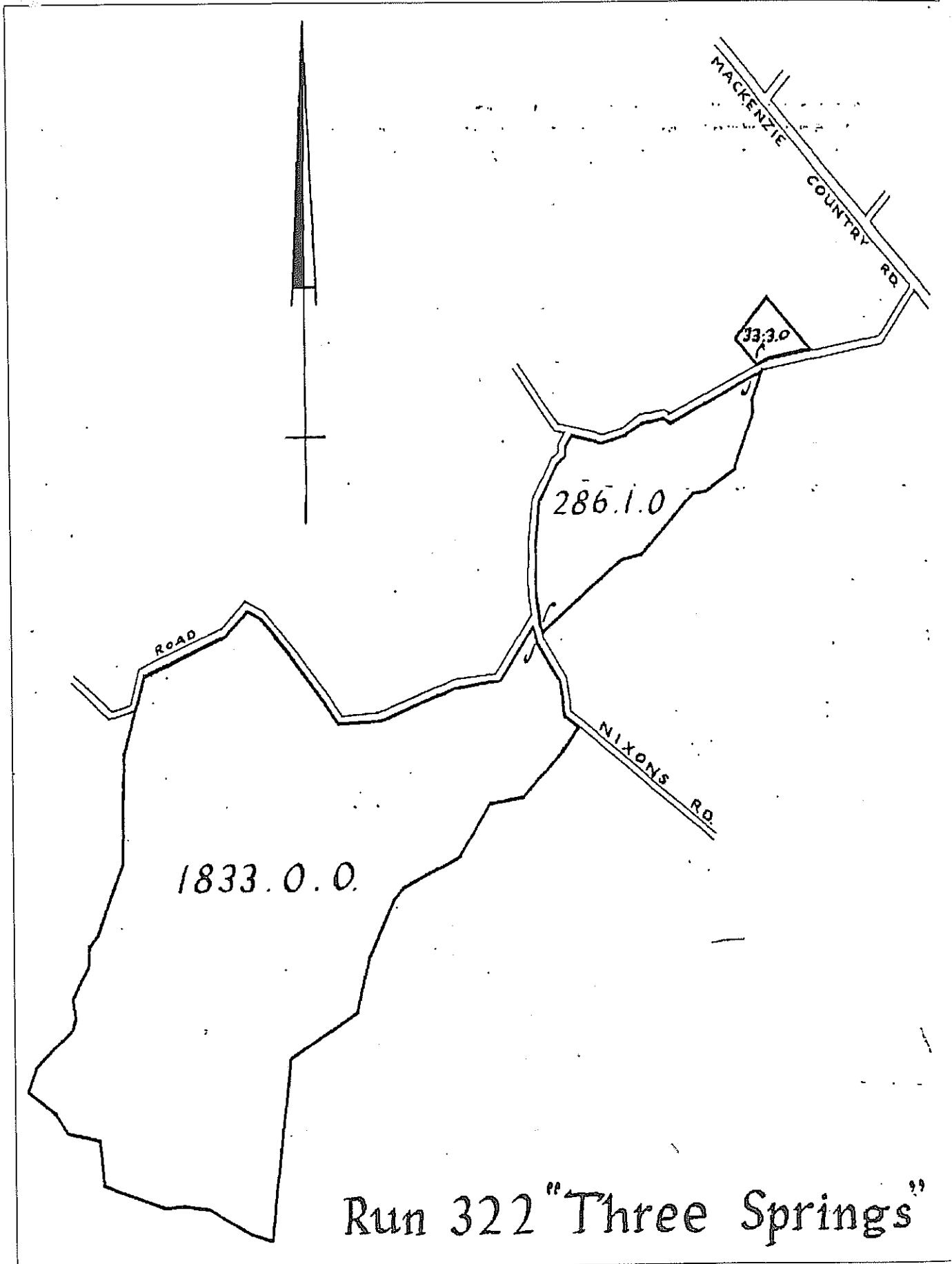
133717.8 Land Improvement Agreement varying the terms of Land Improvement Agreement 8882.1 - 14.6.1977 at 10.05 am

A319038.1 Variation of the within lease and renewal of the term of the lease for 33 years commencing on 1.7.1997 - 25.9.1997 at 9.16 am

A482049.3 Mortgage to Rabobank New Zealand Limited - 21.11.2000 at 2.11 pm

Id. fier

CB3D/625





COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Historical Search Copy


R. W. Muir
Registrar-General
of Land

Identifier **CB3D/625**
Land Registration District **Canterbury**
Date Registered 20 May 1964 01:52 pm

Prior References
CB472/141

Type	Lease under s83 Land Act 1948	
Area	871.2882 hectares more or less	Term 33 years, commencing on the 1st day of July 1964 and renewed for a further period of 33 years commencing on 1.7.1997

Legal Description Run 322

Original Proprietors

Graeme James Page, Judith Page and Edward Oral Sullivan

Interests

8882.1 Land Improvement Agreement pursuant to Section 30 Soil Conservation and Rivers Control Act 1941 - 17.9.1974 at 9.04 am

133717.8 Land Improvement Agreement varying the terms of Land Improvement Agreement 8882.1 - 14.6.1977 at 10.05 am

A319038.1 Variation of the within lease and renewal of the term of the lease for 33 years commencing on 1.7.1997 - 25.9.1997 at 9.16 am

A482049.3 Mortgage to Rabobank New Zealand Limited - 21.11.2000 at 2.11 pm



REGISTER

Land Registrar

No. 3D/625

Pastoral Lease under the Land Act 1948

This Deed, made the 1st day of March 1964, between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and MARGERY AGNES PAGE wife of James Stanley Page of Fairlie, farmer,

(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 2,153 acres more or less, situated in the Land District of Canterbury, and being Run 322 "Three Springs" situated in Blocks I, II and V Tengawai Survey District

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

Mortgage 812938 to Nicholas Lurajud, Eric Vangelo Lurajud and Bismore Victor Lurajud 10/8/970 at 11.50 a.m.

DISCHARGED 22.8.1976

Transmission 927920/1 to Graeme James Page abovenamed as surviving Executor - 5.4.1991 at 9.10am

Mortgage 812939 to The State Advances Corporation - 29/10/1970 at 11.50 a.m.

DISCHARGED 29.10.1970

Transfer 927920/2 to Graeme James Page of Fairlie, Farmer - 5.4.1991 at 9.10am

No. 8882/1 Land Improvement Agreement under Section 30 of the Soil Conservation and River Control Act 1941 - 17.9.1974 at 9.04 a.m.

Handwritten signature: K. Baines

Mortgage 932030/1 to Wrightson Farmers Finance Limited - 1.5.1991 at 9.11am

DISCHARGED 24/10/91

No. 133717/8 Land Improvement Agreement varying the terms of Land Improvement Agreement 8882/1 - 14.6.1977 at 10.05 am.

Handwritten signature: G. J. G. G.

Variation of Mortgage 932030/1 - 15.7.1994 at 10.10am

Handwritten signature: G. J. G. G.

Transmission 251228/1 to James Stanley Page and Graeme James Page both of Fairlie, Farmers as Executors - 8.11.1979 at 10.13 a.m.

A319038.1 Variation of the within lease and renewal of the term of the lease for 33 years commencing on 1.7.1997 25.9.1997 at 9.16

Handwritten signature: M. L. L.

Mortgage 251228/2 to The Rural Banking and Finance Corporation - 11/11/79 at 10.13 a.m.

DISCHARGED 29.11.1983

A350308.1 Change of name of the mortgagee in Mortgage 932030/1 to RABO Wrightson Finance Limited - 5.5.1998 at 3.00

Handwritten signature: K. Baines

Variation of Mortgage 251228/2 - 13.11.1980 at 10.47 a.m.

for A.L.R.

A384054.1 Variation of Mortgage 932030/1 22.12.1998 at 2.55

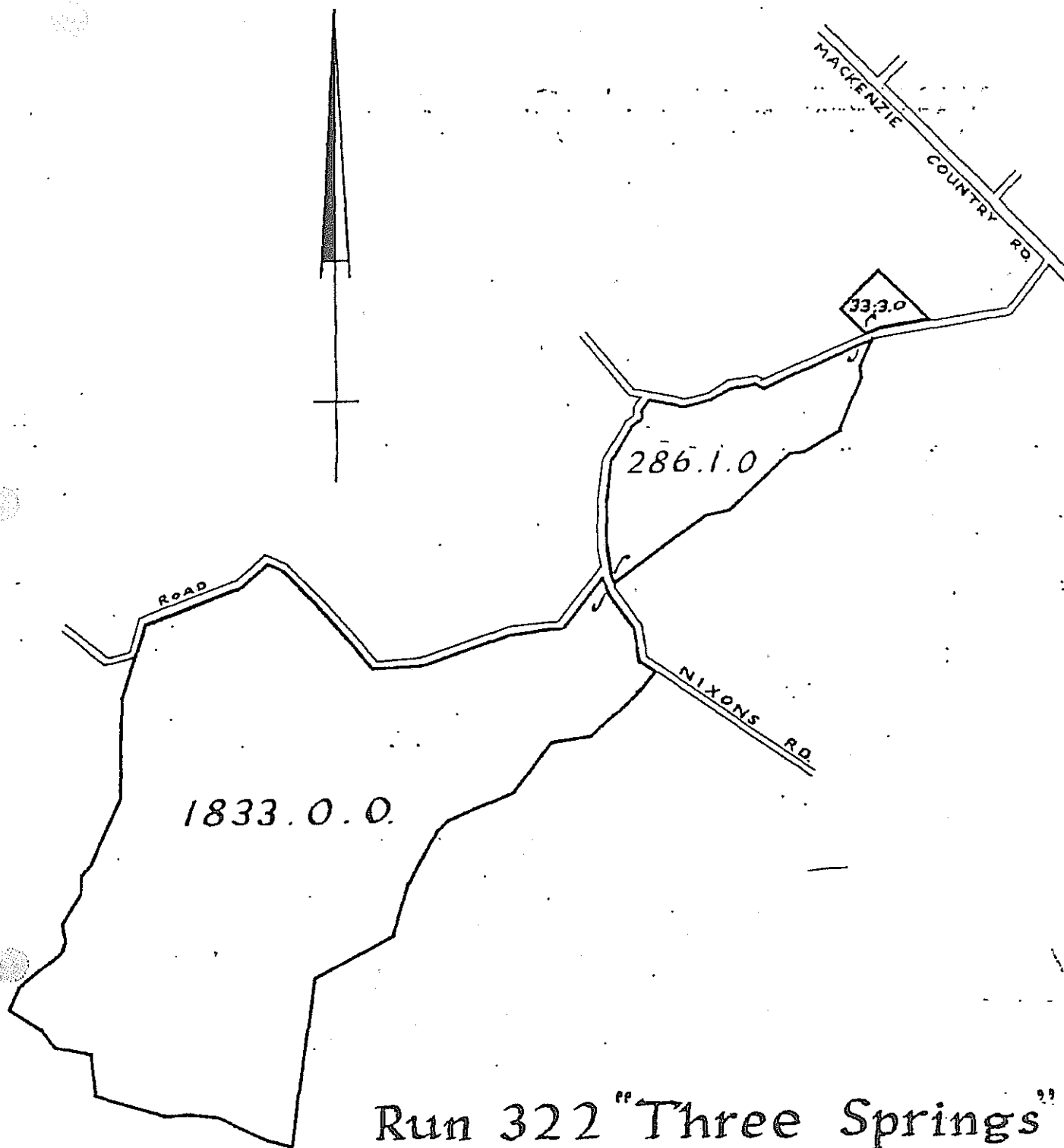
Handwritten signature: K. Baines

for A.L.R.

Image Quality due to Condition of Original

SEE SHEET TWO.....

3D/625



Run 322 "Three Springs"

Total Area: 2153 acres

METRIC AREA = 871.288 ha

Scale: 40 chains to an inch

P.S.

S.O. 8765^L S.O. 1479^L

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

cascments, 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 July 1964, together with the period between the date of this lease and the aforesaid 1st day of July 1964, YIELDING and paying therefor unto the Department of Lands and Survey at Christchurch the annual rent of £310.0.0 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 1575 sheep which number shall not include more than 1125 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.

AND it is further agreed and declared that so long as the said land is being farmed in conjunction with the adjoining land held under lease in perpetuity No. LP 1151 Volume 196 folio 45 Canterbury Land Registry and being Rural Section 38107 situated in Block II Tengawai Survey District, Area 68 acres 3 roods 22 perches, at present leased by James Stanley Page of Fairlie, farmer, the lessee shall not be in breach of the covenant restricting the numbers of stock which may be depastured on the said land if the total sheep depastured on the said land and the adjoining leasehold land is not at any time more than 1925 sheep which number shall not include more than 1475 breeding ewes. Subject nevertheless to the increased numbers of stock being depastured equably on both the aforesaid lands and in accordance with the rules of good husbandry.

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: J. A. [Signature]
Occupation: Clark, Lands - Survey Dept.
Address: Christchurch

[Signature]
Commissioner of Crown Lands.

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

Witness: [Signature]
Occupation: Solicitor
Address: [Signature]

[Signature]
Lessee.

A482049.2 Transfer to Graeme James Page,
with Page and Edward Oral Sullivan

A482049.3 Mortgage to Rabobank New Zealand
Limited

all 21.11.2000 at 2.11

Sullivan
for RGL

M

LAND & EEDS
Category: <i>Partnership Lease</i>
Firm: <i>CCL</i>
<i>20 MAY 1964</i>
Time: <i>1.52 pm</i>
Fee: <i>1/5</i>
Abstract No. <i>2805</i>

⊕

A319038.1 VL

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

AND

IN THE MATTER of Pastoral Lease No. P112
registered in Volume 3D,
Folio 625 Canterbury Land
Registry, from HER
MAJESTY THE QUEEN to
GRAEME JAMES PAGE of
Fairlie, Farmer

Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 3D, Folio 625, Canterbury Land Registry, is renewed for a term of 33 years commencing on the 1st day of July 1997. 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.

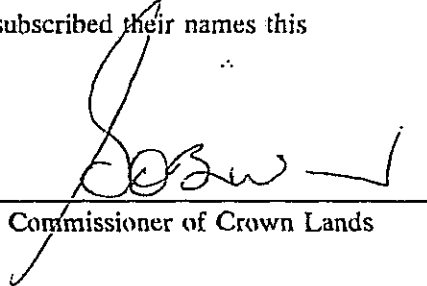
Yielding and paying therefore for the first 11 years of the said term unto The Commissioner of Crown Lands at Wellington the annual rent of \$2,700 calculated on a Rental Value of \$180,000 payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July 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 have hereunto subscribed their names this

29th day of August 1996.

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




Commissioner of Crown Lands

Witness: 

Occupation: LYNETTE PORTER
TEAM MEMBER

Address: NATIONAL OFFICE
LAND INFORMATION NZ.
WELLINGTON

SIGNED by the said GRAEME JAMES)
PAGE as lessee in the presence of:)



Lessee

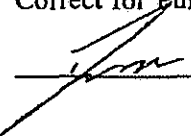
Witness: 

ROGER STEWART BROWN
SOLICITOR
TIMARU

Occupation: SOLICITOR

Address: TIMARU

Correct for Purposes of Land Transfer Act


_____ Solicitor for Lessee

MEMORANDUM OF RENEWAL

BETWEEN HER MAJESTY THE QUEEN

Lessor

AND GRAEME JAMES PAGE

Lessee

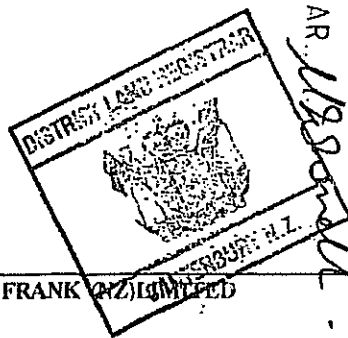
Particulars entered in the Register
on date and at the time recorded
below

District/Assistant Land Registrar

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST LAND REGISTRAR

9.16 25.SEP97 A 319038.1

REGISTER



KNIGHT FRANK & CO LIMITED
TIMARU

R3305



#42301/3 Memorandum giving Mortgage
#42301/3 priority over within Mortgage
produced 1/2/98 at 9:45 am
(affected 102/896, 102/543 & 41/201) *Induction*
S.A.L.R.

Terminated on 6 Feb A.P.
1502B-22.9.1991 at 10.40 am

[Signature]
[Signature]

MWO_0021155



8 9 77
11/173
12/152
22/1124
195/45
411/201
156/575
15/45
15/45

[Signature]
[Signature]

122717/8
10.05 am '91

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

PARTIAL TERMINATION OF LAND IMPROVEMENT AGREEMENTS

(pursuant to Section 30A(5) of the Soil
Conservation and Rivers Control Act 1941)

TO: The District Land Registrar
 CANTERBURY REGISTRY


I, GEOFFREY THOMAS RIDLEY, Manager Finance and Corporate Services of The Canterbury Regional Council, HEREBY CERTIFY that the Land Improvement Agreements affecting an estate in fee simple in the land described in the Schedule below and registered under numbers 8882/1 and 133717/8 respectively have been terminated in respect of the said land.

SCHEDULE

AREA (hectares)	LOT AND DEPOSITED PLAN (or other sufficient description where land not described in terms of complete lots on a deposited plan)	TITLE REFERENCE (and lease or licence number where applicable)	
		REGISTER	FOLIO
4.9211	Lot 1 on Deposited Plan 55056 being part Rural Section 25369 and Rural Section 30807, situated in Block II Tengawai Survey District	10A 411	896 pt 201 pt

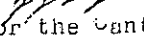
- Notes: (1) This certificate is given on behalf of the Canterbury Regional Council in which by virtue of the Local Government (Canterbury Region) Reorganisation Order 1989 is vested the functions, duties and powers of the South Canterbury Catchment Board (a party to Land Improvement Agreements 8882/1 and 133717/8.
- (2) Land Improvement Agreements 8882/1 and 133717/8 affect land and are registered in respect of land additional to that described in the Schedule above. It is not intended that this certificate of partial termination should affect in any way registration of the Land Improvement Agreements in respect of such additional land.

DATED at Christchurch this 20th day of August 1991



Manager Finance and Corporate Services of
The Canterbury Regional Council

Correct for the purposes of the Land Transfer Act 1952


Solicitor for the Canterbury Regional Council
for this matter

Total Area: 2653 0 34



IMPROVEMENT AGREEMENT made between the SOUTH CANTERBURY CATCHMENT BOARD and Margery Agnes PAGE, Graeme James PAGE and James Stanley PAGE on the 18th day of May 1977.

Agreement dated 11 September 1974 made between the above parties and registered in the Land and Deeds Registry as No. 008882 is varied by adding an additional Clause (e) to the Second Schedule, Part II, as follows:

(e) The subsidised firebreak access track from the Tengawai River along the Albury Range to the Opihi River shall be maintained in a negotiable condition and free of combustible material at all times with or without financial assistance from "the Board".

Access shall always be available to the Lands & Survey Department, Catchment Board, Pest Destruction Board, County Council and runholders, more specifically the lessees of "Silver Hill", "Chetwynd", "Coolgardie", "Glencraig", "Lancewood", "Airies", "Manahune", and "Stanton" provided they give prior notice to the "owner".

Description of the land affected as set out in the First Schedule of the original agreement is:

	ACS	R	P
Run 322 "Three Springs" Block I, II and V. Tengawai S D	2153	0	00
Registered in Volume 3D Folio 625 ✓			
R S 25369 Block II Tengawai S D	193	1	28
Registered in Volume 10A Folio 896 ✓			
R S 25719 Block II Tengawai S D	50	2	00
Registered in Volume 10B Folio 573 ✓			
R S 30807 Block II and III Tengawai S D <i>4+11/201</i>	187	1	24
Registered in Volume 88 Folio 259 ✓			
R S 38107 (ex Section 2 Punaroa Sett) Block II Tengawai S D	68	3	22
Registered in Volume 196 Folio 45 ✓			

Canterbury Land District

Total Area: 2653 0 34

M. A. Page
G. J. Page
J. S. Page

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

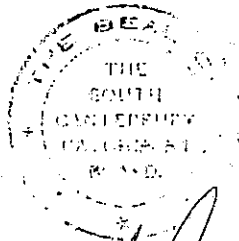
I, Margery Agnes PAGE, Graeme James PAGE and James Stanley PAGE the Owner herein do hereby bind myself and my successors in title to perform and observe the terms and conditions of this Agreement.

SIGNED by the said MARGERY AGNES PAGE GRAEME JAMES PAGE JAMES STANLEY PAGE as Owner in the presence of :

M. A. Page G. J. Page J. S. Page

H. N. MacDonald Soil Conservator

THE COMMON SEAL OF THE SOUTH CANTERBURY CATCHMENT BOARD was hereunto affixed in pursuance of a resolution of the Board in the presence of :



Members of the Board J. J. Howat ACTING Secretary

I, JOHN GORDON MOUAT Francis George HOWE of Timaru, ACTING Secretary to the South Canterbury Catchment Board DO HEREBY CERTIFY that the within written Agreement is one that is capable of registration and I do hereby apply for the registration of the said Agreement against the land above described in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

J. J. Howat F. G. Howe

No. _____

ORDER FOR NEW CERTIFICATE OF TITLE

REFERENCE:

Vol _____ Folio _____

Referred to Draughtsman, / 19

Returned from Draughtsman, / 19

No. 133717/1 Land Improvement Agreements varying the term of the within agreement - 14.6.1977 at 10.05
Bryantide plan.

442301/3 Memorandum giving Mortgage priority over within 14.6.1977
442301/2
1/2/1984 at 9.45 am
(offered 10/1/86, 10/5/87 & 11/2/81)

Terminated on 6.7.81 A.T. 1102
- 23.9.1991 at 10.40 am
(Filed with 133717/3) [Signature]
[Signature]



414/175
20/6/88 8 2/1
10/5/87 18/1/85
District Land Registry
Christchurch No. 1
Sep 17 9 04 AM '74
[Signature]

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

THIS AGREEMENT made the *eleventh* day of *September* 1974.

BETWEEN the South Canterbury Catchment Board duly constituted under the Soil Conservation and Rivers Control Act 1941 (hereinafter called "the Board") of the one part and *Margery Agnes PAGE, Graeme James PAGE and James Stanley PAGE* (hereinafter with his executors, administrators and assigns called "the Owner") of the other part

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

AND WHEREAS it has been agreed by and between the Owner and the Board that certain works described in the Conservation Plan set out in the Second Schedule hereto (hereinafter called "the works") be carried out for the control of erosion and the conservation of the soil on the said land and also to facilitate greater production on the said land AND WHEREAS the Board has agreed pursuant to Section 30 of the Soil Conservation and Rivers Control Act 1941 to make certain grants by way of subsidy to the Owner in respect of the works

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

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

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

1. IN consideration of the premises and of the covenants hereinafter contained and on the part of the Board to be observed and performed the owner will during the next five years carry out the works in accordance with the Conservation Plan and the Specifications described therein.
2. IN consideration of the premises and of the covenants hereinafter contained and on the part of the Owner to be observed and performed the Board will at its own expense subsidise the work carried out by the Owner in accordance with the Conservation Plan set out in the Second Schedule hereto and according to the Specifications therein in the proportions described in the aforementioned Conservation Plan.
3. UPON completion of any item of work referred to in the Second Schedule to the satisfaction of the Board the Board shall pay to the Owner the subsidy shown therein as payable in respect of that item.
4. THE Owner shall keep and maintain in good condition to the satisfaction of the Board the works and the areas affected by the Conservation Plan, for the term of this agreement which shall be for a period of ninety-nine years after completion of the works.

M. A. Page J. S. Page

J. P. L.

J. P. L.
J. S. L.

J. P. L.
J. S. L.

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

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

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

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

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

J. J. Page m. a. Page J. D. Page

*J. P. L.
J. P. L.*

*J. P. L.
J. P. L.*

THE FIRST SCHEDULE
=====

Run 322 "Three Springs"	
Block I, II and V Tengawai S.D. Registered in Volume 3D Folio 625 R.S. 25369	2153 acs 0 r 00 p
Block II Tengawai S.D. Registered in Volume 10A Folio 896 R.S. 25719	193 acs 1 r 28 p
Block II Tengawai S.D. Registered in Volume 10B Folio 573 R.S. 30807	50 acs 2 r 00 p
Block II and III Tengawai S.D. Registered in Volume 88 Folio 259 R.S. 38107 (Ex Section 2 Punaroa Sett)	187 acs 1 r 24 p
Block II Tengawai S.D. Registered in Volume 196 Folio 45	68 acs 3 r 22 p
Total Area:	<u>2653 acs 0 r 34 p</u> =====

THE SECOND SCHEDULE
=====

PART I
=====

	Est. Cost	Subsidy Rate
190 chains boundary cattle proofing	760	1:1
169 chains windbreak establishment	4225	3:1
Supervision 7 $\frac{1}{2}$ % on windbreak	317	3:1
Soil Conservation fee	398	3:1
	<u>\$5700</u>	
	=====	

PART II
=====

Conservation practices to follow "The Work" include modifications in management as outlined in the farm conservation plan. Major modifications are outlined briefly as follows:-

- (a) Increased numbers of cattle will be used to control rank growth and obviate the need for burning.
- (b) Stock numbers carried (sheep and cattle) and terms and conditions of grazing particularly as it pertains to Block A2 and B to be as agreed upon from time to time between the Owner, Commissioner of Crown Lands and the Board.
- (c) Firebreaks-access tracks will be maintained in good negotiable condition and be kept free from inflammable materials by the Owner.
- (d) The Owner agrees to the Board's conditions as they pertain to "Wind Erosion Control" (copy attached).

J.P.L.
J.H.H.

J.P.L. page 1 of 2

J.P.L.
J.H.H.

AGREEMENT - SUBSIDY RATE 2:1
SOUTH CANTERBURY CATCHMENT BOARD
WIND EROSION CONTROL

Job No. _____

Subsidy on tree planting for the purpose of soil conservation
Conditions of subsidy and carrying out of work.

1. The areas whereon tree planting may be subsidised must be such that soil has been or may be lost through action of wind.
2. The subsidy is applicable only to the planting and protection from stock by fencing of trees which have a soil conservation value.
3. The subsidy is not applicable to planting trees for stock shelter or to the maintenance of existing plantations.
4. Upon receipt of an application the area will be inspected and an estimate of the cost of the proposed work prepared by an officer of the Board. After approval of the application, the Board will advise the applicant who may then proceed with his own labour and materials to the value of the approved estimate and in accordance with the approved specifications.
5. Work not provided for in the original specification will not be eligible for subsidy.
6. When the subsidised work is completed the applicant will advise the Board and an inspection of the area will be made. If the work has been carried out in accordance with the specifications approval will be given for the payment of the subsidy.
7. The Board shall deduct an oncost fee of 3½% based on the actual completed cost of the work. This fee shall be deducted from the subsidy money payable to the applicant.
8. The Board reserves the right to withdraw any approval at any time prior to the commencement of the approved work.
9. The Board does not assume any responsibility for any damages arising out of the execution of the work or for the maintenance of the trees and fencing.
10. Where in the opinion of the Board such is necessary, provision shall be made for reasonable protection from fire.
11. The applicant agrees to provide the necessary labour and trees for the replacement of trees that die.
12. The applicant agrees to the Board withholding 25% of the subsidy money payable until the necessary blanking has been carried out to the satisfaction of the Board.
13. The applicant agrees to undertake all necessary care and maintenance of the trees and fences and to permit the Board's representatives at any reasonable time to inspect the area involved.
14. The applicant agrees not to cut down these trees without a written permit from the Board.
15. The applicant agrees not to "top" the trees without the written consent of the Board. The trimming of lateral branches may be undertaken from time to time without the consent of the Board.
16. Management of the soil and vegetation on the parcel of land subject to wind erosion where windbreak treeplanting is subsidised at a 2:1 rate. A combination of some of the following practices appropriate to the locality are agreed upon and will be carried out.
 - 16.1 The line of final cultivation (at various stages) shall be across the direction of the principal eroding wind.

.....
J.P.L.

J.P.L.
J.P.L.

Canterbury Catchment Board
and Rivers Comr
1974

- 16.2 Surface cultivation shall be practised to a suitable depth using such types of implements as chisel ploughs, discs, cultivators, so as a cover of vegetative residue is maintained on the surface.
- 16.3 The soil shall not be worked to too fine a condition of tilth but a sufficient roughness of surface shall be retained to reduce the hazard of wind erosion and encourage moisture retention.
- 16.4 After a crop or pasture is sown the soil shall be left with an uneven surface by the use of light harrows as the final operation.
- 16.5 Chemical cultivation shall replace cultivation with implements.
- 16.6 Crop residues shall not be burnt.
- 16.7 The soil shall be bared of vegetation for a minimum of time between crops or the renewal of pastures.
- 16.8 The rotation of crops and pastures shall be designed to maintain and improve the soil structure.
- 16.9 In region 3 (gorges) permission of Board to be obtained prior to growing grain or soil fertility depleting crops.
- 17. The applicant agrees that this agreement is to bind his successors in title and the applicant is to give notice thereof to his successor and shall advise the Board of any change in ownership or occupancy of the land.
- 18. The applicant agrees that if he transfers his property in any way, he will refund the amount of subsidy unless the transferee is prepared to enter into a similar agreement with the Board.
- 19. The trees remain the property of the owner.
- 20. The applicant agrees to refund the amount of the subsidy to the South Canterbury Catchment Board if any of the conditions specified above are not carried out.
- 21. The land to which the above conditions apply is detailed in the following legal description of the property:

I agree to the above conditions.

Graeme James Page

James Stanley Page

Signature of Applicant: Margery Agnes Page

Date: 10.9.74

J.P.L.
J.P.L.

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

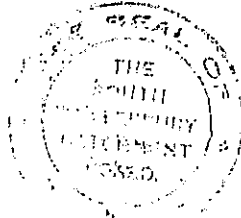
Margery Agnes PAGE,
I, Graeme James PAGE and James Stanley PAGE the Owner herein
do hereby bind myself and my successors in title to perform and observe the terms and conditions of this Agreement.

SIGNED by the said
Margery Agnes PAGE)
Graeme James PAGE and)
James Stanley PAGE)
as Owner in the presence of :

Margery Agnes Page
Graeme James Page
James Stanley Page

H. N. Mac Donald
Soil Conservator.

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



J. P. Lowe.) Members)
) of the)
) Board)

J. P. Lowe
Secretary

I, Francis George HOWE of Timaru, Secretary to the South Canterbury Catchment Board DO HEREBY CERTIFY that the within written Agreement is one that is capable of registration and I do hereby apply for the registration of the said Agreement against the land above described in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

F. G. Howe
Secretary