

Crown Pastoral Land Tenure Review

Lease name : UPCOT STATION

Lease number : PM 020

Due Diligence Report (including Status Report) - Part 2

This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

The report attached is released under the Official Information Act 1982.

July 09

REGISTER

WFLC-TV CH

LAND DISTRICT

LAND DISTRICT

Pastoral Lease of Pastoral Land under the Land Act, 1948

82 P. 20

This Deed, made the first day of March, one thousand nine hundred and sixty between ~~His~~ **MAJESTY THE KING** (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, ~~Stevenson and Son~~ **Stevenson and Son Livingstone Stevenson, Shropshire and Annie Stevenson, Widow** all of ~~Stoke Newington~~ **Upton** in the County of ~~Stoke Newington~~ **Stoke Newington** as Executors (who, with their executors, administrators and assigns, are hereinafter referred to as "the Lessee"), of the

matter referred to as the Lessor, and the other part, and John William Rogers
 of Upot, ^{their} in the Dominion of New Zealand,
 as Executors (joint, with the executors, administrators, and permitted assigns,
 is hereinafter referred to as "the Lessor"), of the other part. WITNESSETH
 that, in consideration of the rent hereafter expressed, and of the covenants,
 conditions, and agreements herein contained or implied and on the part of the
 Lessor to be paid, observed, and performed, the Lessor doth hereby demise and
 lease unto the Lessee ALL those pieces or parcels of land containing by
 admeasurement 25,850 acres
 ————— roads and ————— perhaps, a little more or less,
 situated in the Land District of Marlborough, ————— and being
 Pastoral Run 215, Blocks XI, XII, XIII, XV and XVI, Corry Survey District and
 Blocks XI, XII and XIII, Upot Survey District and Run 216, Blocks VII, VIII,
 IX, XII, XIV and XV, Upot Survey District and Blocks VI, IX and XIII,
 [hereinafter referred to as the said land], as the same is more particularly
 delineated in the plan drawn hereon and therein coloured and in outline:
 together with the rights, easements, and appurtenances thereto belonging. TO
 HOLD the said premises intailed to be herby demise unto the Lessee for the
 term of thirty-three years, commencing on the first day of July
 one thousand nine hundred and sixty ————— together with
 the period between the date of this lease and the aforesaid first day of
 July, 1900

Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Marlborough the clear annual rent of One hundred and Forty two pounds ten shillings (£142.10.0) 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 (£) (the receipt of which sum is hereby acknowledged) and thereafter by (£) half-yearly instalments of pence (£) on the 1st day of January and 1st day of July in each year in the same manner as rent.

AND the Lesson doth hereby covenant with the Learner as follows, that is to say:—

1. THAT the Lessee will fully and punctually pay the rent hereinafter specified at the times and in the manner hereinafter specified in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land *bona fide* for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Local Authority Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Local District of Marlborough (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1928.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbits Nuisance Act, 1929.
7. THAT the Lessee will clear and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease: and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy, and not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves:
- Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, manufacturing, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Nuisance Trees Act, 1921, burn any rubbish, weeds, fern, or grass on the said land, nor permit any rubbish, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of access, passage, and egress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals:
- Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
13. THAT the Lessee shall exercise due care in stocking and shall not overstock.

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

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever of any minerals (within the meaning of the Land Act, 1914) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals:
- Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within the compass of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building:
- Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, bracken-burn, road-making, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter as the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1914, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

THIS REPRODUCTION (ON A REDUCED SCALE)
CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL REGISTER FOR THE PURPOSES OF
SECTION 215A LAND TRANSFER ACT 1952

OVER

46/201

REGISTER

- (4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land;
- (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,--
- Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - Coop such area of the said land as is sufficient for the use of himself and family and his employees;
 - Plough and sow in grass any portion of the said land;
 - Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - Surface sow in grass any portion of the said land;
- Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grass to the satisfaction of the Commissioner.
- (6) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed sheep on a basis of a count of one for a dry sheep and of one and a half for breeding ewes.
- (7) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 116 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenants or condition of the lease.
- (8) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such lease shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE A

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE
NIL.

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

, on behalf of the Lessor, hath hereunto set his

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

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

John William Boyd Stevenson

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

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

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

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

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

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

Commissioner of Crown Lands

Lessee

Lessee

Lessee

SCHEDULE B

- (1) THAT the Lessee shall be deemed not to have failed to use due care in stocking or to have overstocked so long as the number of sheep depastured on the said land does not exceed 13,225 sheep being an increase of ten per cent on the carrying capacity on which is based the rent hereinafore specified but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should be deemed advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect any other part of the lease.

34609 Mortgage of 200 Acres of Land in the Marlborough District
Road produced 22.4.1947 at 10.20 am
Variation of terms of Mortgage 34609
produced 22.4.1947 at 10.20 am
37911 Surrender of within lease to participation
Run 216 containing 480 acres produced 2.8.1962
at 11.15 am (on Rec 37911 for new definition)
Variation of Mortgage 34609 produced
12.8.1962 at 9.32 am

52280 Mortgage to John William Boyd Stevenson
and Anne Livingston Stevenson both of Lyons.
Mortgage of 200 acres of land - 23.11.1946
7.4.1947
52281 Mortgage to the above named John William Boyd Stevenson
and Anne Livingston Stevenson both of Lyons.
Mortgage of 200 acres of land - 23.11.1946
7.4.1947
Variation of Mortgage 34609 - 8-10-1971 at 10.45 am

THIS REPRODUCTION (ON A REDUCED SCALE)
CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL REGISTER FOR THE PURPOSES OF
SECTION 215A LAND TRANSFER ACT 1952

(OVER)

46/201

87455.1 Transfer of half of his share John William Boyd Stevenson to William John Page Stevenson of Upcot, near Blenheim, Sheepfarmer.- 8.6.1977 at 9.29o'c.

A.L.R.

87455.2 Mortgage of his share William John Page Stevenson to John William Boyd Stevenson.- 8.6.1977 at 9.29o'c.

A.L.R.

91366.1 Transfer of his share John William Boyd Stevenson to Anne Pamela Stevenson of Upcot, Married Woman, William John Page Stevenson of Upcot, Farmer and Donald Leroy Francis of Wellington, Chartered Accountant.- 26.6.1978 at 9.37o'c

A.L.R.

91366.2 Transfer of his share Ewan Livingston Stevenson to Pyne Gould Guinness Limited.- 26.6.1978 at 9.37o'c

A.L.R.

91366.3 Mortgage of their share Pyne Gould Guinness Limited to Ewan Livingston Stevenson.- 26.6.1978 at 9.37o'c.

A.L.R.

94008 Variation of mortgage 91366.3.-5.3.1979 at 9.39o'c

A.L.R.

97135 Variation of mortgage 87455.2.-30.11.1979 at 9.22o'c

A.L.R.

98312 Variation of mortgage 91366.3.-1.4.1980 at 9.32o'c

A.L.R.

99310 Transfer of their 1/2 share Anne Pamela Stevenson, William John Page Stevenson and Donald Leroy Francis to the said Anne Pamela Stevenson and William John Page Stevenson.- 3.7.1980 at 9.25o'c

A.L.R.

100167.3 Transfer of their 1/2 shares Ewan Livingston Stevenson and Pyne Gould Guinness Limited to William John Page Stevenson abovenamed (1/2 share) and William John Page Stevenson and Anne Pamela Stevenson both abovenamed (1/2 share jointly) as tenants in common in the said shares.-15.9.1980 at 9.24o'c

A.L.R.

100167.4 Mortgage of Pyne Gould Guinness Limited and to Arthur Charles Sinclair Cummings in shares.-15.9.1980 at 9.24o'c

A.L.R.

* 104786.2 Mortgage to Rural Banking and Finance Corporation.-2.9.1981 at 9.08o'c

A.L.R.

* 104786.1 Mortgage to Ewan Livingstone Stevenson.-2.9.1981 at 9.08o'c

A.L.R.

104786.3 Mortgage to the Rural Banking and Finance Corporation.-2.9.1981 at 9.08o'c

A.L.R.

117406.1 Transmission of the share of Arthur Charles Sinclair/in mortgage 100167.4 to Dorothy Cummings and Peter Joseph Radich as executors.-22.12.1983 at 9.35o'c

A.L.R.

117406.3 Transfer of the share acquired in 117406.1 to Dorothy Cummings.-22.12.1983 at 9.35o'c

A.L.R.

122935.2 Mortgage to Pyne Gould Guinness Limited.- 8.1.1985 at 9.30o'c

A.L.R.

122935.3 Memorandum of Priority making mortgage 122935.2 a first mortgage, mortgage 104786.1 a second mortgage, mortgage 104786.2 a third mortgage and mortgage 104786.3 a fourth mortgage.- 8.1.1985 at 9.30o'c

A.L.R.

123711 Transfer of their 1/2 share William John Page Stevenson and Anne Pamela Stevenson to Robert Scott Page Stevenson of Upcot, Farmer.- 28.2.1985 at 10.20o'c

A.L.R.

131933 Variation of mortgage 122935.2.- 22.8.1986 at 9.50o'c

Ownership

W J P Stevenson (1/2 share)
R S P Stevenson (1/2 share)

168831 Land Improvement Agreement under Section 30A Soil Conservation and Rivers Control Act 1941.-9.6.1993 at 9.33o'c

A.L.R.

169350 Variation of terms renewing the within lease for 33 years commencing on 1.7.1993.-14.7.1993 at 11.10o'c

A.L.R.

193902.2 SURRENDERED - 29.10.1997 at 9.48

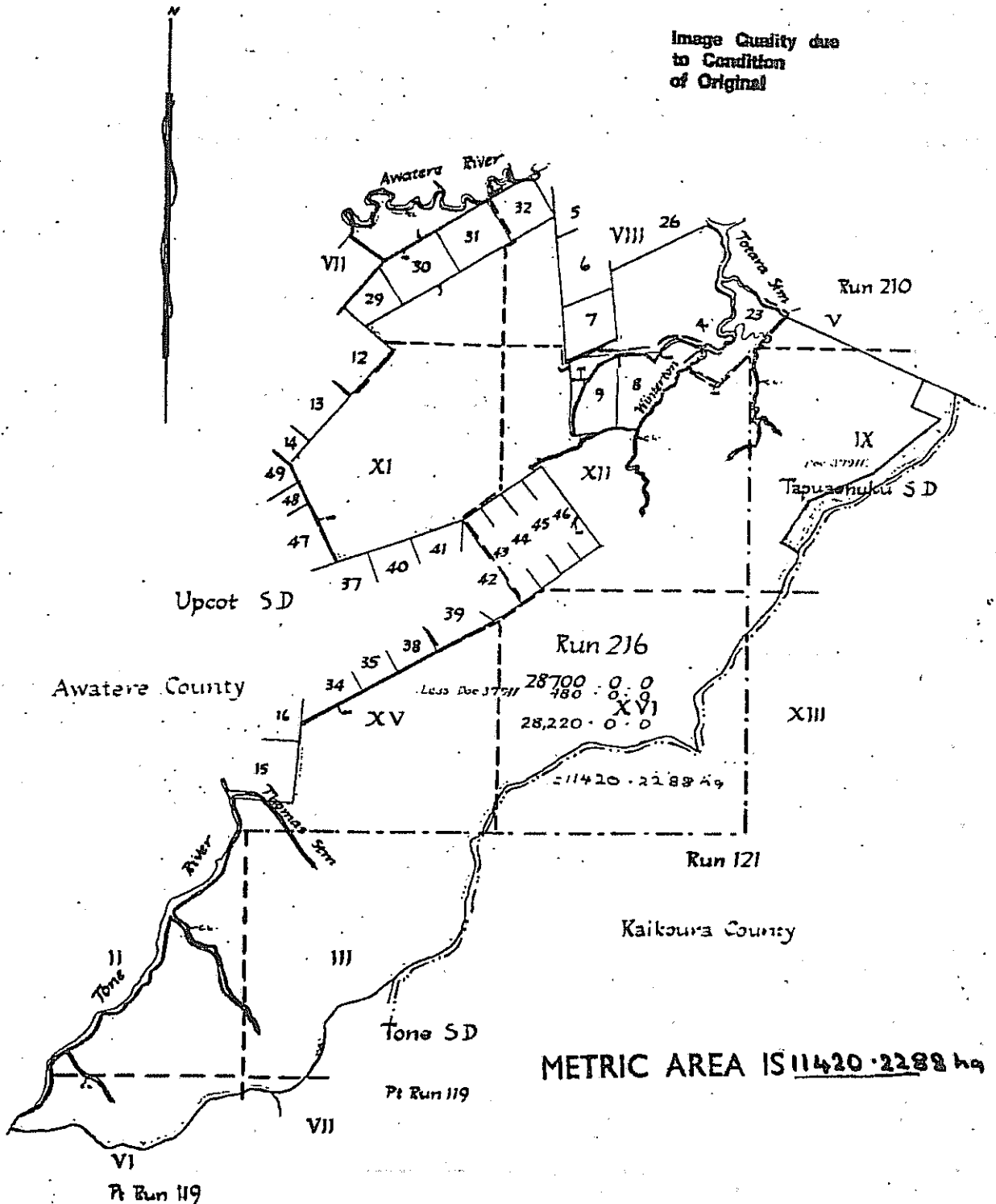
for DLR

DUPLICATE DESTROYED

REGISTER

46/201

Image Quality due
to Condition
of Original



*publ
R.S. B.
21.2*

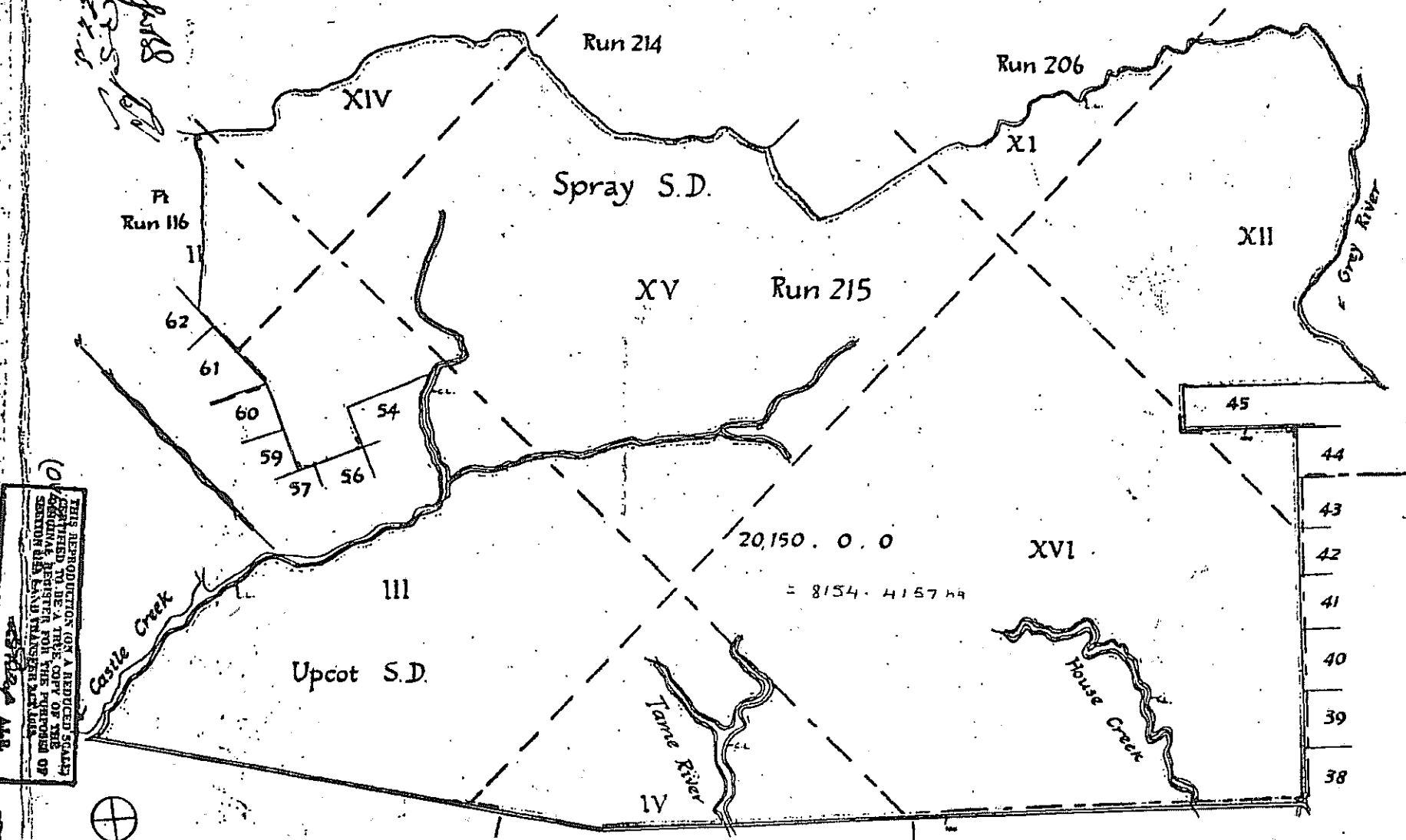
Scale: 80 chains to an inch

THIS REPRODUCTION (ON A REDUCED SCALE)
CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL REGISTER FOR THE PURPOSES OF
SECTION 124 LAND TRANSFER ACT 1952.
R.S. B. A.L.R.

REGISTER

46/201

METRIC AREA IS 8154.4157 ha



Scale: 40 chains to an inch

THIS REPRODUCTION (ON A REDUCED SCALE) IS INTENDED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 118 AND TRANSFER ACT 1962.

Survey A.L.B.

61 51 31



License to occupy NATIONAL ENDOWMENT Lands for Pastoral Purposes.

Whereas William Thompson Churchward, Errol Reid and Parker Roche Wenters as Executors in the Estate of William Boyd Stevenson (deceased) of have acquired, under the provisions of the Land Act, 1924, a License to occupy for Pastoral purposes all that area of National Endowment lands containing by estimation Six thousand nine hundred (6,000) acres, more or less, and being Run number One hundred and twenty (120), Upcot Survey District, situate in the County of Auckland, in the Land District of Marlborough, New Zealand, as the same is delineated on the plan in the District Lands and Survey Office, as shown in the margin hereof, and have paid the sum of Seventeen Pounds Ten Shillings (£17.10/-), being the first half-year's rent in advance for such Run: The said William Thompson Churchward, Errol Reid and Parker Roche Wenters as Executors in the Estate of William Boyd Stevenson (deceased), are hereby licensed to occupy the said land for pastoral purposes for the term of Twenty-one years, to be computed from the first day of March, 1939, subject to all the provisions and conditions of the Land Act, 1924, so far as applicable hereto, and subject also to the payment of an annual rent of Thirty-five pounds (£35/-), in equal parts, half-yearly in advance, on the first day of March and the first day of September in each and every year, payment for the first half-year's rent having already been made, and the next of such half-yearly payments to be made on the first day of September, 1939. Subject also to the conditions following, viz.:-

- (1) That if the licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or shall give or cause to be given or taken any negotiable security for the purpose of defeating or evading the provisions of, or shall in any way whatsoever directly or indirectly commit or be privy to a fraud upon, the Land Act, 1924, this license shall be forfeited and revoked;
- (2) That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 120 of the Land Act, 1924;
- (3) That the licensee shall prevent the growth or spread of gorse, broom, hawthorn, blackberry, and sweetgum on the land comprised in this license, and shall with all reasonable speed remove or cause to be removed all gorse, sweetgum, broom, hawthorn, blackberry, or other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands;
- (4) That the licensee shall not burn any tussock on the land comprised in this license, or permit any tussock thereof to be burned save with the prior consent in writing of the Land Board of the MARLBOROUGH Land District; and
- (5) That the licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.

And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act, 1924, and the provisions of that Act and such license shall apply hereto as fully and effectually as if the same had been set out herein at length.

In witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the MARLBOROUGH Land District, hath hereunto set his hand and seal this 25th day of July, 1939.

Witness to the signature of the Commissioner of Crown Lands:-

Witness: Robertson
Occupation: Chief Justice & Survey Dept.
Address: Blenheim

G. I. Mackenzie
Commissioner of Crown Lands.

WE, William Thompson Churchward, Errol Reid, and Parker Roche Wenters, the above-named licensees, hereby accept this license on the terms and conditions specified therein.

Witness to the signature of the Licensees:-
Witness: Errol Reid
Occupation: Farmer & Auctioneer
Address: Blenheim

W. T. Churchward
P. R. Roche Wenters
P. R. Roche
Licensees.



Image Quality due
to Condition
of Original

Upcot S.D.

Scale: One Mile
or
1 inch.

THIS REPRODUCTION (ON A REDUCED SCALE) OF THE PLAN OF RUN NO. 120, UP-COT SURVEY DISTRICT, IS HEREBY CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL PLAN OF RUN NO. 120, UP-COT SURVEY DISTRICT, AS APPROVED BY THE COMMISSIONER OF CROWN LANDS, AUST. 1932.

R. C. P.

(OVER)

CANCELLED

CANCELLED

CANCELLED

REGISTER

Mortgage 313, William Thompson Churchward, Errol Reid and Parker Roche Westerns, as Executors in the Estate of William Boyd Stevenson to Bank of New Zealand, approved by the Marlborough Land Board on 8th March, 1934, and entered this 11th day of March, 1934.

FILED Z. 205

(Sgd.) P.R. Wilkinson.

Commissioner of Crown Lands.

Court Order 351 varying the terms of Mortgage No. 313, registered this 18th day of April, 1939.

FILED Z. 233

(Sgd.) G.I. Martin.

Commissioner of Crown Lands.

Transmission 367 to Errol Reid of Blenheim, agent, Parker Roche Westerns of Rossmore, Marlborough, Sheepfarmer and John William Boyd Stevenson of U. cat, Marlborough, Sheepfarmer as Executors entered this 30th day of April, 1940.

FILED Z. 245

Commissioner of Crown Lands.

Transfer 202 Errol Reid, Parker Roche Westerns and John William Boyd Stevenson to the said Errol Reid. He said John William Boyd Stevenson and Annie Stevenson of U. cat. Widows. entered this 1st day of April 1940. This was entered in the office - at Marlborough on 1st day of April 1940.

FILED Z. 245

Commissioner of Crown Lands.

Mortgage 415 Errol Reid, John William Boyd Stevenson and Annie Stevenson to the Nelson Diocesan Trust Board of Nelson entered this 19th day of July 1948.

FILED Z. 276

Commissioner of Crown Lands.

Dated 1st March, 1939.

THE
COMMISSIONER OF CROWN LANDS

BIENHEIM

William Thompson Churchward,
Errol Reid and Parker Roche
Westerns.

PASTURAGE LICENSE.

Transfer 20582 the registered proprietors to the abovesaid John William Boyd Stevenson and Annie Stevenson and Luan Herington Stevenson of U. cat. Sheepfarmer produced 1st day of September 1952 at 10.43 am.

Variation of the terms of Mortgage 415 produced 21st December 1953 at 10.43 am.

Rev. Pastoral Licence issued 1st day of Feb 1951.

THIS REPRODUCTION (ON A REDUCED SCALE)
CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL REGISTER FOR THE PURPOSES OF
SECTION 215A LAND-TRANSFER ACT 1952.

Commissioner of Crown Lands.

46/155





License to occupy National Endowment Lands for Pastoral Purposes.

Whereas, Cyril Reid of Blenheim, Agent, Parker Roche, Gustave O. Rosemore, Sheepfarmer, and John William Boyd, Shearer of Uxot, Sheepfarmer, have applied under the provisions of the Land Act, 1924, a License to occupy for Pastoral purposes all that area of National Endowment lands containing by estimation Twenty-one thousand and eight hundred acres more or less, and being Run number One hundred and fifteen (115), Spryng and Uxot Survey Districts,

situate in the County of AWATERE, in the Land District of MARLBOROUGH, New Zealand, as the same is delineated on the plan in the District Lands and Survey Office, BLENHEIM, as shown in the margin hereof, and has repaid the sum of £100 of Forty-seven Pound Ten Shillings (-----37.10.0-----) being the first half-year's rent in advance for such Run: The

and Errol Reid of Bienenheim, Agent, Parker, Basilio Tentenna of Baymore, Sheepfearer, and John [redacted] hereby licensed to occupy the said land for pastoral purposes for the term of seventy years, to be computed from the first day of March, 1940, subject to all the provisions and conditions of the Land Act, 1924, so far as applicable hereto, and subject also to the payment of an annual rent of seventy-five pounds

in each and every year, payment for the first half-year's rent having already been made, and the rest of such half-yearly payments to be made on the first day of September 1940.

Subject also to the conditions following, viz:—

- (1) That if the licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or shall give or cause to be given any lease or license, or do or cause to be done any act, which may be prejudicial to the public interest, or which may be contrary to law, or which may be contrary to the provisions of the Land Act, 1924, this license shall be liable to be forfeited and revoked;
- (2) That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 200 of the Land Act, 1924;
- (3) That the licensee shall prevent the growth or spread of gorse, broom, hawthorn, blackberry, and sweetgum on the land comprised in this license, and shall with all reasonable speed cause to be removed all gorse, sweetbriar, broom, hawthorn, blackberry, or other noxious weeds or plants, as may be directed by the Commissioner or Crown Lands;
- (4) That the licensee shall not burn any tussock on the land comprised in this license, or permit any tussock thereon to be burned save with the prior consent in writing of the Land Board of the _____ LAND DISTRICT; and
- (5) That the licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.

And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act, 1931, and the provisions of that Act applicable to each licensee shall apply hereto as fully and effectually as if the same had been set out herein at length.

As witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the CHARLEBOROUGH Land District, hath hereunto set his hand and the seal of the said Land District, this 25th day of July, 19 40.

Witness to the signature of the Commissioner of Crown Lands—

Witness: L. J. Patton
Occupation: Black Land Dept
Address: Clinton

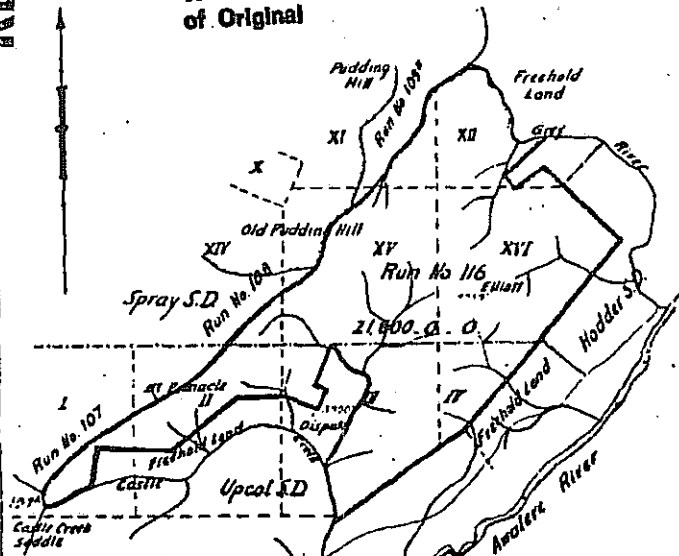
W3, Errol Reid, Parker High Westerns
and John William Boyd, Cleveland, the above-named license D hereby accept this license on the terms and conditions specified herein.

Witness: _____
Occupation: _____
Address: _____

Commissioner of Crown Lands

Edmund

Image Quality due
to Condition
of Original



Reels: 2 miles = 1 inch

THE ABOVE REDUCTION (ON A REDUCED SCALE) APPEARED TO BE A TRUE COPY OF THE ORIGINAL REGISTERED FOR THE PURPOSES OF SECTION 25A LAND TRANSFER ACT 1952.

RESTORE

(OVER)

CANCELLED

CANCELLED

46/156

“RELEASED UNDER THE OFFICIAL INFORMATION ACT”

CANCELLED

REGISTER

RENEWAL OF P.N.L. 270

7. 7. 7. OF P.N.L. No. 118

No. 118



NEW ZEALAND

Mortgage 275. *corrected* to James Stevenson of Flaxton approved by the Marlborough Land Office on the ninth day of May, 1939.

FILED Z. 77. (Sgd.) P. R. Wilkinson.
Commissioner of Crown Lands.

Transmission of mortgage 275 to Thomas Stevenson of Cheviot, Sheepfarmer, Annie Mary Stevenson of Flaxton, Widow and William Samuel Newburgh of Christchurch as Executor in the Estate of James Stevenson, entered this day of 1935.

(Sgd.) P. R. Wilkinson.
Commissioner of Crown Lands.

Court Order 351 varying terms of Mortgage No. 275 registered this 18th day of April, 1939.

FILED Z. 77. (Sgd.) G. I. Martin.
Commissioner of Crown Lands.

370. Transmission of Mortgage No. 275. from A. M. Stevenson, W. S. Newburgh and T. Stevenson to Annie Mary Stevenson and William Samuel Newburgh as surviving Trustees.
Registered this 25th day of July, 1940.

FILED Z. 77. (Sgd.) P. R. Wilkinson.
Commissioner of Crown Lands.

371. Transfer of Mortgage No. 275. A. M. Stevenson and W. S. Newburgh to Annie Mary Stevenson, William Samuel Newburgh and James Lockhead Stevenson.
Registered this 25th day of July, 1940.

FILED Z. 77. (Sgd.) P. R. Wilkinson.
Commissioner of Crown Lands.

Transfer 30382 Errol Reid, Parker Roche Westerman and John William Boyd Stevenson to the said Errol Reid, the said John William Boyd Stevenson and Annie Stevenson of Flaxton, Sheepfarmer, entered this 2nd day of April, 1940.

(Sgd.) P. R. Wilkinson.
Commissioner of Crown Lands.

Mortgage 415 Errol Reid, John William Boyd Stevenson and Annie Stevenson to the Nelson Diocesan Trust Board of Nelson entered this 19th day of July, 1945.

FILED Z. 77. (Sgd.) P. R. Wilkinson.
Commissioner of Crown Lands.

Transfer 30382 the registered proprietor to the abovesaid John William Boyd Stevenson and Annie Stevenson and Edwin Livingston Diocesan of Flaxton, Sheepfarmer produced 12th September 1952 at 10.03am

Variation of the terms of Mortgage 415 produced 21st December 1953 at 10.43am

New Pastoral Licence issued Vol. 46 Feb. 201

Dated 25th July, 1940.

THE
COMMISSIONER OF CROWN LANDS

SUBSCRIBED

Errol Reid, Parker Roche Westerman
and John William Boyd Stevenson.

PASTURAGE LICENSE.

THIS REPRODUCTION (ON A REDUCED SCALE)
CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL REGISTER FOR THE PURPOSES OF
SECTION 25A LAND TRANSFER ACT 1952.



DATED 30 - 6 1992

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

AND W J P and R S P STEVENSON

(Called "the Farmer")

LAND IMPROVEMENT AGREEMENT

196 265.3 Variation - 10.3.1998 at 9.47

MWO_0022496



Correct for the purposes of
Transfer Act

Solicitor for the Part

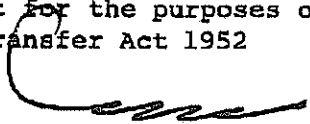
9.33 09.JUN93 16883
PARTICULARS OF REGISTERED INTERESTS
LAND REGISTRY MARLBOROUGH
ASST. LAND REGISTRAR
4/10/93 6/18/98
MWO_0022496

DATED this 24th day of February 1998

- PARTIES**
1. **THE MARLBOROUGH DISTRICT COUNCIL**
- the Council -
 2. **WILLIAM JOHN PAGE STEVENSON**
- the First Farmer -
 3. **ROBERT SCOTT PAGE STEVENSON**
- the Second Farmer -

**AGREEMENT VARYING
LAND IMPROVEMENT AGREEMENT**

Correct for the purposes of the
Land Transfer Act 1952


Solicitor for the parties

SOLICITOR ACTING:

P J RADICH

FIRM OF SOLICITORS:

**RADICH DWYER HARDY-JONES CLARK
TEMPLE CHAMBERS
76 HIGH STREET
PO BOX 646
BLENHEIM**

TELEPHONE:

(03) 578 5339

FACSIMILE:

(03) 578 0323

AGREEMENT VARYING LAND IMPROVEMENT AGREEMENT

THIS AGREEMENT is made this 24th day of February 1998

PARTIES

1. **THE MARLBOROUGH DISTRICT COUNCIL** a body corporate under the Local Government Act 1974 (*Council*)
2. **WILLIAM JOHN PAGE STEVENSON** of Upcot near Blenheim, Farmer (*the First Farmer*)
3. **ROBERT SCOTT PAGE STEVENSON** formerly of Upcot but now of Middlehurst near Blenheim, Farmer (*the Second Farmer*)

BACKGROUND

1. The First Farmer and the Second Farmer entered into a Land Improvement Agreement with Council's predecessor on 30 June 1992.
2. Such Agreement related to the lands described in the First Schedule being *Upcot* and *Middlehurst* Stations.
3. As at 30 June 1992 the First Farmer and the Second Farmer were farming together in partnership on the properties known as *Upcot* and *Middlehurst* which properties were owned by the partners in common.
4. The partnership has now been dissolved. The First Farmer is the sole registered proprietor of *Upcot* comprising the lands described in Schedule 1 to this present Agreement. The Second Farmer is the sole

WJP *WJP*

registered proprietor of *Middlehurst* comprising the lands described in the Schedule 2 to this present Agreement.

5. Council has agreed with the First Farmer and with the Second Farmer that each may be discharged from personal obligations in respect of that part of the property contained in the Agreement of 30 June 1992 which is no longer owned by that party.
6. Council and the First Farmer and the Second Farmer have also agreed that the ambit of the Land Improvement Agreement may now be reduced to the extent referred to below.

AGREEMENT

1. This Agreement is in variation of Land Improvement Agreement dated 30 June 1992 registered at the Land Registry Office at Blenheim under Number 168831.
2. Henceforth the residual obligations reserved in this Variation Agreement shall apply:
 - (a) To WILLIAM JOHN PAGE STEVENSON the First Farmer in relation to *Upcot* being the lands described in Schedule 1; and
 - (b) To ROBERT SCOTT PAGE STEVENSON the Second Farmer in relation to *Middlehurst* being the lands described in Schedule 2.

RPS. P WPS.

3. The foregoing obligations shall remain the obligations of each of WILLIAM JOHN PAGE STEVENSON and ROBERT SCOTT PAGE STEVENSON so long as each is registered as the proprietor of an interest in the lands in Schedules 1 or 2 respectively.
4. In the event that either WILLIAM JOHN PAGE STEVENSON or ROBERT SCOTT PAGE STEVENSON shall cease to be a registered proprietor as aforesaid the obligation shall cease to apply but shall continue to apply to the registered proprietor or proprietors for the time being of such lands.
5. Apart from the obligations in clause 17.3 of the Land Improvement Agreement of 30 June 1992 which shall continue in terms of the said clause 17.3 all other obligations of Council or the said WILLIAM JOHN PAGE STEVENSON or ROBERT SCOTT PAGE STEVENSON shall cease and the appropriate party or parties shall be discharged from performance of any other such obligations.

THE COMMON SEAL of
THE MARLBOROUGH DISTRICT
COUNCIL

affixed in the presence of:

E. Davidson



Pursuant to Section 37 (222R) of the Local Government Act 1974 I hereby certify that the above interest is vested in the Marlborough District Council pursuant to an Order in Council giving effect to the Reorganisation Scheme for the Nelson/Marlborough Region.

.....
Principal Administrative Officer

[Signature]

[Handwritten initials]

4

SIGNED by
WILLIAM JOHN PAGE
STEVENSON in the presence of:

WJS Stevenson

Marilyn Rickard

MARILYN A. RICKARD
LEGAL EXECUTIVE
BLENHEIM

SIGNED by
ROBERT SCOTT PAGE
STEVENSON in the presence of:

RSP Stevenson

Marilyn Rickard

MARILYN A. RICKARD
LEGAL EXECUTIVE
BLENHEIM

210
RSP. WJS.
P

SCHEDULE 1

Upcot Lands

FIRST an estate in fee simple containing 1.979 hectares more or less being Lot 1, Deposited Plan 6607 comprised in Certificate of Title 4A/1040 (Marlborough Registry)

SECONDLY an estate in fee simple containing 5286.9968 hectares more or less being Sections 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72 and 73 Fairfield Downs Registration District, Sections 1, 4, 5, 13, 14, 15, 17, 18, 20, 21, 22, 28 and 33 and parts of Sections 2, 3, 6, 7, 8, 9, 10, 11, 12, 16, 19, 23, 24, 25, 26, 27, 29, 30, 31, 32, 34, 35, 36 and 37 Upper Fairfield Downs Registration District and Sections 38, 39, 40, 41, 42, 43, 44 and 45 Upcot Run, Awatere Registration District comprised in Certificate of Title 4A/1041 Limited As To Parcels

~~THIRDLY an estate of leasehold under Pastoral Lease under the Land Act 1948 P30 containing 8154.4157 hectares more or less being Run 215, Blocks XI, XII, XIV, XV and XVI Spray Survey District and Blocks II, III and IV Upcot Survey District comprised in Certificate of Title ...~~

all Marlborough Registry

RIP. ⁵¹⁰ WWS.
P

SCHEDULE 2

Middlehurst Lands

FIRST an estate in fee simple containing 5302.9913 hectares more or less being Sections 1, 2, 3, 4, 5, 6 and 7 Fairfield Downs Registration District, Sections 8, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27 Upper Fairfield Downs Registration District and Sections 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50 Middlehurst Run, Awatere Registration District comprised in Certificate of Title 5A/868

~~SECONDLY an estate under Pastoral Lease under the Land Act 1948 P Number 31 containing 11420.2288 hectares more or less being part Run 216, Blocks VII, VIII, XI, XII, XV and XVI, Upcot Survey District Blocks V, IX and XIII Tapuaenuku Survey District and Blocks II, III, VI and VII Tone Survey District comprised in Certificate of Title 6A/531.~~

(both Marlborough Registry)

20
RPS. WPS.
P

IN THE MATTER of the Land Transfer Act
1952

A N D

IN THE MATTER of Land Improvement
Agreement

CONSENT OF CAVEATOR

TRANS POWER NEW ZEALAND LIMITED at Wellington as Caveator under Caveat Registered Number 167613 secured over lands registered in the name of WILLIAM JOHN PAGE STEVENSON AND ROBERT SCOTT PAGE STEVENSON comprising an estate in fee simple in all that parcel of land containing 5286.9968 Hectares more or less being Sections 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72 and 73 Fairfield Downs Registration District Sections 1, 4, 5 13, 14, 15, 17, 18, 20, 21, 22, 28 and 33 and parts of Sections 2, 3, 6, 7, 8, 9, 10, 11, 12, 16, 19, 23, 24, 25, 26, 27, 29, 30, 31, 32, 34, 35, 36 and 37 Upper Fairfield Downs Registration District and Sections 38, 39, 40, 41, 42, 43, 44 and 45 Upcot Run Awatere Registration District and being all the lands comprised in Certificate of Title 4A/1041 (Marlborough Registry)
SUBJECT TO:

- (i) Compensation Certificate 77885
- (ii) Mortgage 104786.2
- (iii) Caveat 167613

DOES HEREBY CONSENT to the Registration of a Land Improvement Agreement between the registered proprietors of the lands and THE NELSON-MARLBOROUGH REGIONAL COUNCIL.

- 2 -

EXECUTED by TRANS POWER NEW
ZEALAND LIMITED by its Attorney
ALLAN JARDINE BURDETT
in the presence of:

)
)
) *Burdett.*
)

P. Ryan-King
Burrows
Wellington

Dated the 11th day of May 1993

TRANS POWER NEW ZEALAND LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, ALLAN JARDINE BURDETT of Wellington, Land and Property Officer, hereby certify that;


1. By Deed dated 11 June 1991 Trans Power New Zealand Limited at Wellington appointed me its attorney on the terms and subject to the conditions set out in the said Deed.

Copies of that Deed are deposited in the Land Transfer Offices listed below under the number shown alongside each of those offices:

Auckland	C.300970.1	Nelson	309778.1
South Auckland	B.042026.1	Marlborough	160184
New Plymouth	384886	Westland	089851
Gisborne	G.186127.1	Canterbury	945540.1
Hawkes Bay	566736.1	Otago	792575
Wellington	B.185411.1	Southland	192838.1

2. At the date hereof I have not received any notice or information of the revocation of that appointment.

SIGNED at Wellington this 11th day of May 1993



ALLAN JARDINE BURDETT

O:IBM-LIA-STEVENSON

LAND IMPROVEMENT AGREEMENT

THIS AGREEMENT is made the 30 day of June 1992

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

WILLIAM JOHN PAGE STEVENSON of Upcot near Blenheim, Sheepfarmer and
~~WILLIAM JOHN PAGE STEVENSON and ROBERT SCOTT PAGE STEVENSON of Upcot~~

~~(called "the Farmer")~~
ROBERT SCOTT PAGE STEVENSON also of Upcot near Blenheim, Farmer
(called "the Farmer")

WHEREAS

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

G.
WJS
RAPS.

The agreement is to be registered against the title to the land under Section 30A of the Soil Conservation and Rivers Act 1941.

The plan is part of the Rabbit and Land Management Programme being undertaken by the Crown and the Council in the Nelson Marlborough region.

All grants paid by the Council under the plan are funded by the Crown and the Council.

0. The plan is conditional upon:

- (i) Continuing Crown funding of the Rabbit and Land Management Programme in the Nelson Marlborough region; and
- (ii) The payment to the Council by the Crown of money necessary for the Council to make the grants payable by the Council under the plan.

1. The Ministry of Agriculture and Fisheries ("MAF") is responsible for implementing monitoring and overseeing the Rabbit and Land Management Programme for the Nelson Marlborough region on behalf of the Crown.

2. The plan has been approved by the Ministry of Agriculture and Fisheries.

IT IS AGREED:

1. COMMENCEMENT

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

2. THE FARMERS OBLIGATION

2.1 The Farmer shall:

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

Q
RAPA

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

3. THE COUNCILS OBLIGATION

3.1 The Council shall:

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

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

4. GRANTS

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

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

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

5. FINANCIAL RECORDS

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

6. INFORMATION

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

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

G
L
R

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

RIGHT OF ENTRY

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

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

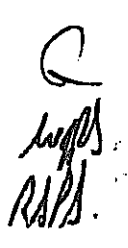
7.2 In carrying out an inspection the Council and/or MAF may use any vehicles and other equipment it considers necessary.

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

8. DISCLAIMER

8.1 The Farmer acknowledges:

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



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

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

10. FURTHER RABBIT CONTROL, ERADICATION AND LAND MANAGEMENT

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

10.2 For this purpose the Farmer shall:

1. Carry out at the Farmers own cost:

(i) all necessary control or eradication measures

(ii) all necessary works

(iii) all necessary maintenance of works

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

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

11. DEFAULT BY THE FARMER

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

The time given to remedy the breach shall be a reasonable time having regard to the nature and effect of the breach and the means by which the breach can be remedied.

If the breach cannot be remedied the Council shall give notice of the breach to the Farmer.

4 If the Farmer fails to remedy the breach within the time specified in the notice or if the breach is incapable of remedy the Farmer shall, upon demand, pay to the Council the amount of the grant actually paid by the Council under the plan to the date of demand by the Council under this agreement or such lesser sum as the Council decides should be repaid to the Council.

15 The amount recoverable by the Council under the preceding subclause shall be a reasonable sum having regard to the nature and effect of the breach.

16 If the Farmer is dissatisfied with:

1. Council's finding that the Farmer is in breach of the agreement
2. The time fixed by the Council to remedy any breach.
3. The sum payable by the Farmer under Clause ~~10.4~~ 11.4 MAR

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

12. ARBITRATION

12.1 Any dispute between the Council and the Farmer under this agreement shall be referred to arbitration.

12.2 The dispute shall be determined by a single arbitrator appointed by the parties, or failing agreement the nominee of the Minister of the Environment or the Minister's delegate.

12.3 Any reference to arbitration shall be deemed to be a submission to arbitration in terms of the Arbitration Act 1908.

12.4 The Arbitration Act 1908 shall apply to any arbitration under this agreement.

A
Lynn
R.A.P.

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

SERVICE

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

3.2 Notices may be served on the Farmer either:

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

14. ENFORCEMENT

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

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

14.3 Any sum payable to the Council under clause ^{11.4} ~~10.4~~ ^{NAR} may be recovered by the Council under Section 30A of the Soil Conservation and Rivers Control Act 1941.

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

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

15. PERSONAL LIABILITY OF THE FARMER

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

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

16. VARIATIONS

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

G
LAPS
RAB.

6.2 Any variation shall be in writing.

6.3 No variation shall have effect until approved by MAF.

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

7. AGREEMENT CONDITIONAL UPON GOVERNMENT FUNDING

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

7.2 This condition is a condition subsequent.

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

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

18. MAF'S RIGHTS

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

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

Q
RSPJ.

9. INTERPRETATION

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

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

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

19.4 "Land Management" includes:

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

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

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

19.7 "Rabbit control and eradication measures" include;

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

and includes both primary and secondary control operations.

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

6
RSP

9.9 "Works" include;

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

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

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

THE COMMON SEAL OF the

NELSON-MARLBOROUGH REGIONAL COUNCIL

was attached in the presence of:



General Manager

Director

SIGNED by

WILLIAM JOHN PAGE STEVENSON AND
ROBERT SCOTT PAGE STEVENSON

in the presence of:

W. J. Stevenson
R. S. Stevenson

Witness:

M. R. Reel

Occupation:

Law Clerk

Address:

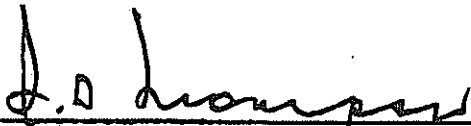
Radish Quay Hardy Jones Clerk
Solicitors Blenheim

W. J. Stevenson
R. S. Stevenson

I, J. DUNCAN THOMPSON of Blenheim, Director of Management Services
of the Nelson Marlborough Regional Council certify:

1. This Agreement is a duplicate of the land improvement agreement made under Section
30(3) and 30A of the Soil Conservation and Rivers Control Act 1941 between the
Nelson-Marlborough Regional Council and WJP & RSP STEVENSON
of UKOT Farmer.

2. This agreement may be registered against the land described in the First Schedule of
this Agreement and I apply for registration of the agreement against the title to the land
described in the First Schedule.



J D THOMPSON

DIRECTOR OF MANAGEMENT SERVICES

Nelson-Marlborough Regional Council

To: The District Land Registrar
Marlborough Land Registration District



UPCOT AND MIDDLEHURST STATIONS

THE FIRST SCHEDULE

(Legal Description)

FIRST: An Estate in fee simple in all that parcel of land containing 5302.9913 Hectares more or less being Sections 1,2,3,4,5,6, and 7 Fairfield Downs Registration District, Sections 8,9,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26 and 27 Upper Fairfield Downs Registration District and Sections 28,29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,44,45,46,47, 48,49 and 50 Middlehurst Run Awatere Registration District and being all the land comprised and described in Certificate of Title 5A/868 (Marlborough Registry) LIMITED AS TO PARCELS and Subject to:

(i) Mortgage 161832.4

SECONDLY: Pastoral Lease of Pastoral Land under the Land Act 1948 No. P. 20 comprising 19,574.6445 Hectares more or less being Pastoral Run 215, Blocks XI, XII, XIV, XV and XVI, Spray Survey District Blocks II, III, and IV Upcot Survey District and part Run 216, Blocks VII, VIII, XI, XII, XV and XVI, Upcot Survey District and Blocks V, IX and XIII Tapuaenuku Survey District and Blocks II, III, VI and VII Tone Survey District and being the lands comprised and described in Certificate of Title 46/201 (Marlborough Registry) Subject to:

(i) Mortgage 104786.2

THIRDLY: An Estate in fee simple in all that parcel of land containing 1.979 Hectares more or less situate in Block XXII Hodder Survey District being Lot 1 on Deposited Plan 6607 and being all the land comprised and described in Certificate of Title 4A/1040 (Marlborough Registry) Subject to:

(i) Compensation Certificate 77885

FOURTHLY: An Estate in fee simple in all that parcel of land containing 5286.9968 Hectares more or less being Sections 54,55, 56,57,58,59,60,61,62,63,64,65,66,67,68,69,70,71,72 and 73 Fairfield Downs Registration District, Sections 1,4,5,13,14, 15,17,18,20,21,22,28, and 33 and parts of Sections 2,3,6,7,8,9, 10,11,12,16,19,23,24,25,26,27,29,30,31,32,34,35,36, and 37 Upper Fairfield Downs Registration District and Sections 38,39,40 41,42,43,44, and 45 Upcot Run Awatere Registration District and being all the lands comprised and described in Certificate of Title 4A/1041 (Marlborough Registry) Subject to:

(i) Compensation Certificate 77885

(ii) Mortgage 104786.2

(iii) Covenat 167613 *MAN*

THE SECOND SCHEDULE

The Plan - attached

The Property Cap - \$236,533.00

W. S. S.
MSJ

UNPCOT/INDELEHABIT

DATE	NO.	DETAILS	NO. IN UNIT	NO. IN UNIT	NO. IN UNIT	NO. IN UNIT	NO. IN UNIT	NO. IN UNIT	NO. IN UNIT
		INTERIM HELP							
		1990/91 FIN. YEAR							
1.		Fence-Land Range	1017m	4.30	4.93	8133	4516	4218	4632
2.		GRN	1270m	145.20	159.72	19413	5003	13729	19613
3.		Fence-Low Black	3770m	4.30	4.93	26124	13063	13063	36124
4.		Fence-Low Black	1100m	4.30	4.93	17401	4740	4740	12401
5.		Access Track	44m	2000.00	2200.00	12700	2940	9240	12300
6.		GRN-Low Black	201.20m	145.20	159.72	32103	9630	25472	32103
7.		GRN-Low Two Tenth	2650m	145.20	159.72	49414	12703	29608	42412
SUB-TOTAL						144135	25015	98748	144135
8.		Rabbit Control Initial-Header Fence				1000	1200	2500	2000
9.		Follow-up - House Pkgs Schubert Tom Lane Range Bare Pkgs Tom Veneers Red Veneers Haulin Pkgs Hill Pkgs Bare Pkgs Dick Hills Green Pkgs Haulin Pkgs				15000	4000	9400	15000
10.		Monitoring				1000	1200	2000	4000
SUB-TOTAL						162135			
		1991/92 FIN. YEAR							
11.		Fence-Track	1000m	4.30	4.93	13000	4514	4514	13000
12.		GRN-Low Black	3420m	145.20	159.72	24620	18493	18493	24620
13.		GRN-Low Black	204.50m	145.20	159.72	32104	9634	25473	32104
14.		Fence-Schubert	4374m	4.30	4.93	38311	10155	10155	38311
SUB-TOTAL						120175	47750	87454	120175
15.		RABBIT CONTROL Initial - Cur Dibbling No. Range Tom Lane Dibbling Two Tenth Dibbling Dibbling Low Header Front Range				40000	12000	20000	40000
16.		Follow-up All country followed up to over June 1991 and all initial control to June 92				12000	3400	4400	12000
17.		Monitoring				4000	1200	3000	4000
SUB-TOTAL						194175			
		1992/93 FIN. YEAR							
18.		GRN-Schubert	200.72m	145.20	159.72	41323	10394	20924	41323
19.		Fence-Low Range	2400m	4.30	4.93	16407	4043	4043	16407
20.		Fence-Low Range	2400m	4.30	4.93	16407	4043	4043	16407
21.		Fence-Low Range	2400m	4.30	4.93	20410	11209	11209	20410
SUB-TOTAL						77327	40005	24000	77327
22.		RABBIT CONTROL Initial - Nil							
23.		Follow-up All country followed and followed-up 91 and 92				10000	4000	10000	10000
24.		Monitoring				4000	1200	2500	4000
SUB-TOTAL						116327			
		1993/94 FIN. YEAR							
25.		Fence-Dibbling	2000m	4.30	4.93	20770	10395	10395	20770
26.		Planting-Dibbling	900m	470.00	512.00	44140	10399	10399	44330
SUB-TOTAL						67320	24004	91766	
27.		RABBIT CONTROL Initial - Old Ridgeway Old Ridgeway Haulin Little Lane Range New Hill Gowen				30000	1000	21000	30000
28.		Follow-up All country followed up 30 June 94 & on new follow-up with for previous year.				15000	4000	10000	15000
29.		Monitoring				4000	1200	2000	4000
SUB-TOTAL						116320			
		1994/95 FIN. YEAR							
30.		Fence-Low Range	3194m	4.30	4.93	20134	11047	11047	20134
SUB-TOTAL						22134			
31.		RABBIT CONTROL Initial - Schubert Tom Lane Range Castle Creek				35000	10000	24000	35000
32.		Follow-up All country followed up 30 June 95 & on new follow-up with for previous year.				30000	4000	20000	30000
33.		Monitoring				4000	1200	2000	4000
SUB-TOTAL						91334			
GRAND TOTAL						477664			

MEMORANDUM OF RENEWAL OF LEASE

Correct for the purposes of the Land Transfer Act:

7. ~~Unvollständig~~

Solicitor for the Lessee

HER MAJESTY THE QUEEN

Lessor

WILLIAM JOHN PAGE
STEVENSON AND ROBERT
SCOTT PAGE STEVENSON

Lessee

Particulars entered in the Register on

Date and at the time recorded below

**District
Assistant Land Registrar**

MMO-0022495

Landcorp Property Limited
BLenheim

OFFICE COPY

11.10 14.JUL 93 169350

PARTICULARS EN
LAND REGISTRY

ASST. LAND REGISTRAR

MARLBOROUGH

MARLBOROUGH, NZ.

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 20
registered in Volume 46, folio 201,
Marlborough Land Registry, from HER
MAJESTY THE QUEEN to William John
Page Stevenson and Robert Scott Page
Stevenson both of Upcot, Farmers

Pursuant to Section 170 of the Land Act 1948 the term of the above-mentioned Lease registered in Volume 46, folio 201, Marlborough Land Registry, is renewed for a term of 33 years commencing on the 1st day of July 1993. 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 Landcorp Property Limited at Blenheim (as agent for the Crown) the annual rent of \$5,250.00 (exclusive of GST) calculated on a Rental Value of \$350,000.00 (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.

Subject to Part IVA of the Conservation Act 1987 as shown on Survey Office Plan 7112.

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 1st day
of June 1993.

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

Witness: Bullen
Pastoral Administration Officer
Occupation: Department of Survey and Land Information
Address: Wellington

[Signature]
Commissioner of Crown Lands

SIGNED by the said William John Page
Stevenson and Robert Scott Page Stevenson as Lessee
in the presence of:


Witness: [Signature]
Occupation: LAW CLERK TO
RADICH DWYER
HARDY-JONES CLARK
Address: SOLICITORS
BLenheim

[Signature]
[Signature]

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act


 LESSOR
 SOLICITOR FOR THE TRANSFEE

W J P and R S P STEVENSON Transferor

I hereby certify that this transaction does not contravene the provisions of Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952.

SOLICITOR FOR THE TRANSFEE

HER MAJESTY THE QUEEN Transferee

I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

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

SOLICITOR FOR THE TRANSFEE

Assistant / District Land Registrar

of the District of

MWO_0022484

FEES PAID HEREON
 AVAILABLE
 TO 4 14 19 12
 for D.L.R.

7.48 23.06.01 100000 L
 PARTICULARS ENTERED IN REGISTER
 LAND REGISTRY
 ASST. LAND REGISTRAR



Solicitors for the Transferee

Approved by the Registrar-General of Land, Wellington, No. 367635.80

Under the Land Transfer Act 1952

Memorandum of Transfer

SURRENDER

WILLIAM JOHN PAGE STEVENSON of Upcot, near Blenheim, Sheep farmer and ROBERT SCOTT
PAGE STEVENSON of Upcot, Farmer as tenants in common in equal shares

being registered as proprietors

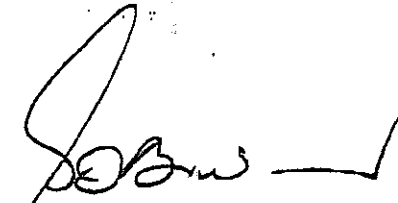
of an estate in leasehold

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten
or endorsed hereon in that piece of land situated in the Land District of Marlborough
containing 19574.6445 hectares

more or less being Run 215 Blocks XI, XII, XIV, XV and XVI Spray Survey District and Part
Run 216 Blocks VII, VIII, XI, XII, XV and XVI, Upcot Survey District, Blocks V, IX
and XIII, Tapuaenuku Survey District and Blocks II, III, VI and VII, Tone Survey
District Comprised in Certificate of Title 46/201

SURRENDER ACCEPTED BY HER MAJESTY THE QUEEN

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


 Commissioner of Crown Lands
 G. D. BROWN
 COMMISSIONER OF CROWN LANDS
 LAND INFORMATION NZ.
 WELLINGTON

Witness: 

Occupation: LYNETTE PORTER
TEAM MEMBER
 Address: NATIONAL OFFICE
LAND INFORMATION NZ.
WELLINGTON

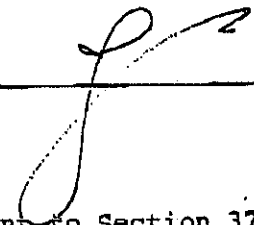
CONSENT TO SURRENDER

THE MARLBOROUGH DISTRICT COUNCIL as Charge Holder under and by virtue of Land Improvement Agreement No. 168831 DO TH HEREBY CONSENT to the within surrender BUT WITHOUT PREJUDICE to its rights powers and remedies otherwise under or in respect of the said Charge.

THE COMMON SEAL of
THE MARLBOROUGH DISTRICT
COUNCIL was hereto affixed
 in the presence of:






 Pursuant to Section 37ZZZR of the Local Government Amendment Act 1992 I hereby certify that the above interest is vested in the Marlborough District Council pursuant to an Order in Council giving effect to the Re-Organisation Scheme for the Nelson/Marlborough Region.

.....
 Principal Administrative Officer

PURSUANT to an Agreement dated 13 December 1995
in Consideration of the issue of two new pastoral leases

[illegible]

Do hereby ~~Surrender~~ ~~Transfer~~ ~~to~~ ~~her~~ ~~Majesty~~ ~~the~~ ~~Queen~~ to HER MAJESTY THE QUEEN

all

estate and interest in the

said land above described as and for Crown land subject to the Land Act 1948

In witness whereof these presents have been executed this
of July 1954

da1

Signed by the above named

WILLIAM JOHN PAGE STEVENSON

and ROBERT SCOTT PAGE STEVENSON

~~in the presence of~~ as lessee in the
presence of:

Witness: Marilyn Richard

Occupation: ~~MARILYN A. RICKARD~~
LEGAL EXECUTIVE

Address: _____ BLenheim

W J P Stevenson

R S P Stevenson

2104/02



Department of Conservation
Te Papa Atawhai

FILE: LEA

26990

March 27, 2002

Knight Frank
P.O. Box 142
Christchurch

Attention Murray Bradley/ Peter King

PASTORAL TENURE REVIEW -MIDDLEHURST, UPCOT, COMPENSATION

Dear Sirs

I refer to your letters CH1015, 1016 & 1017 of 25th and 21st March 2002 seeking the department's comments in respect of allocations and concessions within the above pastoral lease areas.

I have searched our allocation record maps and can find no indication that any areas within these lease areas were allocated to the department. As no areas within the leases were allocated we have therefore not granted any concessions within the lease areas.

The department is aware however that there are areas within these leases which do possess both significant natural values and other values such as access (ie Compensation) and is keen to be involved in the review process so these can be better defined and protected.

Yours faithfully

A handwritten signature in dark ink, appearing to read 'Jack Hayward'.

Jack Hayward
for Conservator

cc Robin Blackmore
Mike Clare



Your Ref :P 30 Our Ref : CH 1016

21 March 2002.

Department of Conservation,
Private Bag 5,
NELSON

Attention: Mr Jack Heyward,

Dear Sir

Level 4, Knight Frank House
76 Cashel Street
PO Box 142
Christchurch
+64 (0) 3 379 9787
+64 (0) 3 379 8440 fax

christchurch@knightfrank.co.nz
www.knightfrank.co.nz

Pastoral Tenure Review – UPCOT PASTORAL LEASE

As you are aware the process for the pastoral tenure review on certain runs has been more recently instigated, by Land Information New Zealand (LINZ).

This office, under contract to LINZ has the task of researching and providing a status investigation amongst other things.

To satisfy the requirements of the LINZ report, it is necessary for the Department of Conservation to comment, in respect to allocations (adjoining and or within) and any concessions over the run under review (NZMS 260 sheet reference (O 29 & O30) Attached a copy of Crown Lease CT MB 6A/535 SO plan 4461 & 7112 and a cadastral plan for your comment for the pastoral Lease area.
Run 215 situated in Blocks XI,XII,XIV,XV and XVI Spray Survey District and Blocks II,III and IV Upcot Survey District.:Area: 8154.4157 Hectares.

Please advise accordingly. Thank you.

Yours faithfully
Knight Frank (NZ) Limited


Murray Bradley
Crown Accredited Supplier/Nominated Person.

Encl.

64 4 4990968

Ministry of Economic
Development

Māori Ōhanga

Crown Minerals

Date: 26/03/02

To: Murray Bradley

Fax Number: 03 379 8440

From: Michelle Stokes (contact details below)

Priority:

Pages: 1

NOTE OF CONFIDENTIAL INFORMATION: This facsimile message contains information that is confidential and that may be subject to legal privilege. If you are not the intended recipient, you are hereby notified that you must not use, review, disseminate, distribute or copy this facsimile message. If you have received this message in error, please immediately notify us by facsimile or telephone (call collect) and return the original message to us by mail. Thank you.

SUBJECT: PERMITS

There are currently no granted permits or applications for permits over the areas described as Section 2 Block V Dommert as described on your fax of 19/3/02.

There are currently no granted permits or applications for permits over the areas described as Run 215, Pt run 216 on O29 and O30as described on your fax of 21/3/02.



Michelle Stokes
NMI Administrator

Manager of New Zealand's
crown owned mineral estate

Head Office, 33 Bowen Street, PO Box 1473, Wellington, New Zealand
Tel: 474 2841; Fax: 499 0968; www.crownminerals.govt.nz



MREINZ

FAXED

4TH FLOOR, 76 CASHEL STREET,
PO BOX 142, CHRISTCHURCH,
NEW ZEALAND
Phone: (03) 379 9787 Fax (03) 379-8440

FACSIMILE TRANSMISSION SHEET

FAX NO: 04 499 0968

No of Pages (including this one) : 3

ATTN: Michelle Stokes

COMPANY Crown Minerals

FROM: Murray Bradley

DATE: 21 March, 2002

SUBJECT: NZMS 260 Sheets O 29 & O 30 MINING INTERESTS

This office currently has a contract with Land Information New Zealand Wellington to research interests (if any) over certain back country pastoral runs.

Could you please advise if there are any Prospecting, Exploration and or Mining Interests granted over the area highlighted on the attached plans being;

Run 215 :Area:8154.4147 ha(NZMS O29&O30) and Part Run 216:Area:11,420.2288 ha (O30)

NZMS 260 series Sheet O 29 & O 30

(If there is a granted interest, could I have a copy of the relevant sheet schedule and an A3 copy only from the Mining Privilege Map for the pastoral run area of interest.

Any costs involved please invoice this office to my attention and clearly mark the invoice "Contract 50268", thankyou.

Yours faithfully

Murray Bradley

Manager Public Sector Services.