

WAIKATO VALLEY AUTHORITY

AGREEMENT made the 26th DAY OF March 19 80 BETWEEN THE WAIKATO VALLEY AUTHORITY the Authority constituted under the Waikato Valley Authority Act 1956 (hereafter called "the Authority") of one part AND THE MAORI LAND BOARD as agent for the Maori owners and acting pursuant to Section 336 of the Maori Affairs Act 1953

(hereinafter called "the owner/owners") of the other part WHEREAS the owner/owners is/are the registered proprietor/s of an estate in fee simple/leasehold in the land described in the first schedule hereto (hereinafter called the "said land"). AND WHEREAS pursuant to sub-sections 2(A) and (3) of section 30 of the Soil Conservation and Rivers Control Act 1941 the Authority is authorised to make payment as grantor to the owner/owners for the purposes specified in this agreement. NOW THIS AGREEMENT WITNESSTH that it is hereby agreed and declared by and between the parties hereto as follows:—

- 1. IN consideration of the payment of a grant by way of a subsidy at the rate or rates set out in the second schedule hereto paid or credited to him/them by the Authority the owner/owners within or throughout (as the case maybe) the periods specified in the second schedule will carry out to the satisfaction of the Authority the works and farming practices set out in the second schedule, such grant being effected by the owner/owners paying his/their share of the cost of the works to the Authority which will pay the cost of the works set out in the second schedule. The said share shall be sufficient to complete the works together with any escalation of costs therein as specified in Part IV of the second schedule herein and shall be paid by the owner/owners in annual instalments the first of such payments of \$ to be paid on day of 19.
2. UPON completion of the works to the satisfaction of the Authority within the period specified in Part I of the second schedule the Authority shall pay or credit to the owner/owners a grant by way of a subsidy at the rate or rates set forth in Parts I and IV of the second schedule.
3. THE OWNER/owners throughout the currency of this agreement shall permit the Authority by its officers, servants and agents at all reasonable times to enter upon the said land for the purpose of inspecting the same and to ascertain whether the owner/owners has/have complied with his/their obligations hereunder.
4. If the owner/owners fail to carry out to the satisfaction of the Authority the works and farming practices set out in the second schedule or shall otherwise howsoever make default in complying with his/their obligations under this agreement, the Authority by notice in writing delivered to or posted by registered post to the owner/owners specifying the default made may either at the sole option of the Authority require him/them to repay to the Authority all subsidies paid or credited to him/them hereunder, in accordance with the provisions set out in sub-sections 2(A) and 3 of section 30 of the Soil Conservation and Rivers Control Act 1941 or within one calendar month after receipt of such notice to remedy such defaults in such manners as the Authority may herein require; and if following receipt of such notice the owner/owners fail/s within one calendar month thereafter to comply with the requirements thereof it shall be lawful for (but not obligatory on) the Authority by its servants, agents or contractors to enter upon the land described in the first schedule hereto and carry out all works necessary to secure compliance with the requirements of such notice and recover from the owner/owners the cost of so doing by action at law or otherwise.
5. ALL the provisions of section 30A of the Soil Conservation and Rivers Control Act 1941 shall apply to this agreement and in particular the owner/owners acknowledge that he/they are aware that the agreement shall run at law with the land against the title to which it is registered so as to confer and impose on present and future owners of the land an obligation to observe and perform the agreement during their occupancy of the said land.

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

Signed by the Maori Land Board by [Signature] OWNER

in the presence of:
Witness [Signature]
Address [Signature]
Occupation [Signature]

acting for the Maori Land Board pursuant to Section 10 of the Maori Affairs Act 1953 Pursuant to a resolution of the Authority the common seal of the Waikato Valley Authority is affixed hereto in the presence of:
Chairman [Signature]
Member [Signature]
Secretary [Signature]



I hereby certify that this agreement is the duplicate copy of a Land Improvement Agreement referred to in an application for registration against the land described in the 1st schedule hereto. and that it is one that may be registered under section 30A, Soil Conservation & Rivers Control Act, 1941. [Signature] Secretary

THE FIRST SCHEDULE

Description of Land:
All that land comprising 1799.7300 hectares being Hauhungaroa No. 6B Block being part of the land in P.R. 257/12 and situated in Block XVI, Puketapu Survey District, Blocks XIII and XIV, Karangahape Survey District and Block II Pukawa Survey District, South Auckland Land District

row
P.R. 276/99

THE SECOND SCHEDULE

PART 1

It is hereby agreed that the conservation works as set out in Part IV of this agreement and described on the plan attached will be carried through to completion over a period of . . . 3 years, subject to such amendments as may be mutually agreed upon in writing by the owner/owners and the Authority.

The rate of subsidy applicable to such works shall be:

Initial Capital works as set out in Part IV	85	%	Subsidy	15	%	Owner/Owners
Maintenance of Works as set out in Part III	\$1		Subsidy	\$1		Owner/Owners

PART II

FARMING PRACTICES	PERIOD DURING WHICH PRACTICES ARE TO BE APPLIED	CONDITIONS
Stocking	For 999 years	No stock to be grazed in areas fenced out for conservation and coloured green on plan.
Fencing	For 999 years	To be maintained in stockproof condition except that future reconstruction of the fences shall be as set out in Part III of this agreement.
Tree Planting	For 999 years	To apply such silvicultural practices as the Authority deems necessary to ensure that the trees are kept in good condition. Mature trees may be utilised with the approval of the Authority, but shall be replaced as required by the Authority with such costs to be a first charge against the revenue received by the owner from such sales of wood.
Crossings	For 999 years or until relocated with the consent of the Authority	To be maintained so as not to obstruct normal and flood flows or to allow stock access to areas retired from grazing. This agreement does not include bridges or bridge abutments which are at all times the responsibility of the owner.
Structures	For 10 years	To be maintained as deemed necessary by the Authority.

PART III

Normal maintenance is defined as:

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

PART IV

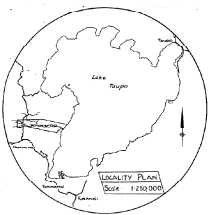
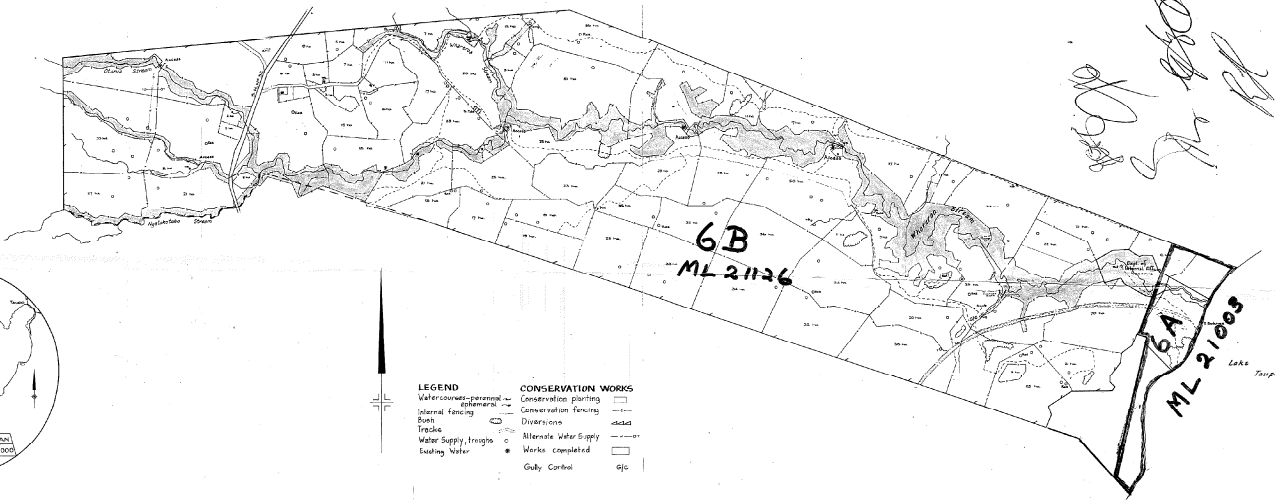
WORKS:

SUMMARY OF WORKS

Fence out and retire from grazing Whareroa Stream and associated gullies as described on the attached plans and being those areas shaded green. The areas, once fenced, are to be established in selected species of trees and shrubs. Where stock have been denied access to water an alternative source of water will be supplied.

Costs:

Fencing	Existing		26807	
	New	2400m @ \$1.35	<u>3240</u>	30047
Planting	Existing		10402	
	New	17 ha @ \$185	<u>3145</u>	13547
Gully Control	Existing		2190	
	New		<u>1600</u>	3790
Water Supply	Existing		2525	
	New		<u>10000</u>	12525
Contingencies on new work 10%				1789
Recompense				<u>40125</u>
ESTIMATED TOTAL COST				\$99423
Subsidy 85%				<u>\$84510</u>
Local Share 15%				\$14913



- LEGEND**
- Watercourse - perennial
 - Watercourse - ephemeral
 - Internal fencing
 - Block
 - Track
 - Water Supply, trough
 - Swallow Water
- CONSERVATION WORKS**
- Conservation planting
 - Conservation fencing
 - Diversion
 - Minorside Water Supply
 - Works completed
 - Gully Control

Scale: 1:250,000
 Map ref: N04 210100
 Detail from so on plan.

WAIKATO VALLEY AUTHORITY		W.V.A. No.
SOIL AND WATER	CONSERVATION	PLAN
WHAREBROA BLOCK Huhungarua Part No. 6 and Lots, land 2 D.P.S. 11153 AREA 1870-3600 ha		2948/434720
Bk. XVI Pukakapu S.D. and Bk. XIII, XIV Korangahape S.D. and Bk. II Pukawa S.D.		J 48/8

H.588772.2 ^{Terminated} ~~Discharged~~ as to Lot 1
Plan S.25359 (pt. CT. 263/918) produced
10.5.1985 at H.3000

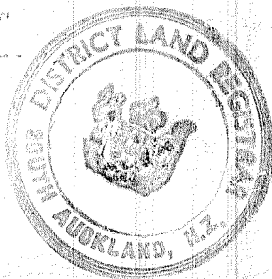
ALR

H.598193.2 Terminated as to Lot 1 Plan
S.25359 (pt. CT. 263/918) produced
2.7.1985 at 9.0400

ALR
ALR

B.016475.2 Terminated as to
Lot 1 DPS 58434 (part CT 47A/410) and ~~at~~ Lot 1 DPSS6581 (all CT. 47A/409)
- 24.4.1991 at 9.5400 c.

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P.R. 276/99

47A/409

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