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Processed: 23 October 2019

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DocID: 513031773

LAND IMPROVEMENT AGREEMENT
WAIKATO REGIONAL COUNCIL

WRC 1164

AGREEMENT made the 29th day of April 1996

BETWEEN: THE WAIKATO REGIONAL COUNCIL having statutory authority for the Soil Conservation and Rivers Control Act 1941 and its amendments (hereinafter called "the Council") of the one part

A N D: Coeur Gold New Zealand Limited 4/5 share (Land Management Fee Environmental Waikato RHD) and Viking Mining Company Limited 1/5 share (hereinafter called "the Owner") of the other part

WHEREAS the Owner is the registered proprietor of an estate in fee simple in the Land Registration District of South Auckland the land described in the First Schedule hereto (hereinafter called "the said land")

AND WHEREAS pursuant to sub-section (3) of Section 30 of the Soil Conservation and Rivers Control Act 1941 the Council is duly authorised to make payments as grantor to the owner for the purpose specified in this agreement and in accordance with the terms and conditions of the said sub-section (3) and the Second Schedule of this agreement.

1. IN CONSIDERATION of a grant at the rates set out in the Second Schedule hereto paid or credited to the Owner by the Council the Owner during the periods specified in the Second Schedule shall carry out to the Council's satisfaction on the said land the works and farming practices set out in the Second Schedule.
2. THE OWNER throughout the currency of this agreement shall permit the Council by its servants and agents at all reasonable times during the day to enter upon the said land for the purpose of inspection and to ascertain whether the Owner has complied with his obligations hereunder:
3. IF the Owner fails to carry out to the satisfaction of the Council the works and farming practices set out in the Second Schedule or shall otherwise in any way make default in complying with his obligations under this agreement, the Council by notice in writing delivered to or posted by registered post to the Owner specifying the default, may either:
 - (a) Require the Owner to repay to the Council all grants paid or credited to him pursuant to this agreement or such proportion thereof as the Council may stipulate in accordance with s.30 (2A) and s.30(3) of the Soil Conservation and Rivers Control Act 1941; or
 - (b) Require the Owner within one calendar month after receipt of such notice to remedy the default in such manner as the Council may therein require, and if the Owner fails within that time to comply with the notice the Council by its servants, agents or contractors may enter upon the land and carry out all works necessary to secure compliance with the requirements of the notice and recover from the Owner the cost of so doing in accordance with section 30A of the Soil Conservation and Rivers Control Act 1941.
4. THE Owner acknowledges that he is aware that the agreement will be registered under section 30A of the Soil Conservation and Rivers Control Act 1941 against the title to the said land and will run with the land so as to bind himself and future owners and occupiers of the said land to observe and perform the terms and conditions of this agreement during their ownership or occupancy of the said land.
5. THIS agreement may be varied by written agreement between the Council and the Owner. Any alterations to the existing use of the said land shall be as agreed in writing between the Owner and the Council.
6. THE Owner admits he has no right to claim compensation or damages against the Council in respect of any works done or to be done on the said land.

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

Signed RW 12 April 1996
RICHARD WESTON
 VICE PRESIDENT AND GENERAL MANAGER
 of Coeur Gold New Zealand Limited.
 (Owners) RHD's

in the presence of: Russell John Squire 12/4/96
 Witness: RUSSELL JOHN SQUIRE
 Address: 27 DORSBURY DR WAIHI BEACH.
 Occupation: ENVIRONMENTAL CO-ORDINATOR

Pursuant to a resolution of the Council the Common Seal of the Waikato Regional Council is affixed hereto in the presence of:

Deputy Chairperson: David [Signature]
 Councillor: [Signature]
 Deputy Chief Executive: [Signature]



APPLICATION FOR REGISTRATION

I, hereby certify that this Agreement is the duplicate copy of a Land Improvement Agreement which is capable of registration, and I do hereby apply for registration against the land described in the first schedule herein.

[Signature]
 (Deputy) (Chief Executive Officer)

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

Assistant Land Registrar of the District of South Auckland

FIRST SCHEDULE

Description of the said Land:

All of the land in the Land Registration District of South Auckland and described in the following Titles of Certificate: 3A/1498, 16A/1483, 47C/327, 821/3, 683/90, 26A/138, 46B/383, 46B/753, 46B/868, 46B/869, 650/127, 625/32, 14C/892, 26C/63, 7B/824, 781/243.

Location of the said Land: Waitekauri Road, Waihi

SECOND SCHEDULE

Part I

It is agreed that the conservation works as set out in Part V and described on the plan endorsed or attached subject to such amendments as may be mutually agreed upon in writing by the owner and the Council will be carried through to completion prior to 30 June 1997 and the rate of grant applicable to initial capital works shall be as specified in Part V.

Part II

WORKS AND REQUIREMENTS	SPECIFIED PERIODS	CONDITIONS
Fencing	For 99 years	To be constructed and maintained in stockproof condition except that renewal of fences shall be as set out in Part III of this agreement.
Tree Planting	For 99 years	To apply such silvicultural practices as the Council deems necessary to ensure that the trees are kept in good condition. Mature trees may be utilised, but affected areas shall be replanted by and at the cost of the owner.
Crossings	For 99 years	To be constructed and maintained so as not to obstruct normal and flood flows or to allow stock access to areas retired from grazing, this requirement also applies to existing crossings or those relocated with the consent of the Council.
Structure	For 99 years	To be maintained as deemed necessary by the Council.
General	For 99 years	No building to be erected or cultivation, agricultural cropping, soil removal or other unprescribed land use to be undertaken in areas fenced out for conservation and coloured green on plan.
Stocking	For 99 years	No stock to be grazed in areas fenced out for conservation and coloured green on plan.
Exception to Restriction	For 99 years	All of the restrictions listed above are not intended to prohibit the Owner from exercising mining privileges held or acquired in such areas, and the Council hereby agrees that the Owner is not so restricted. Any works associated with the exercise of mining privileges will be subject to normal resource consent requirements.

Part III

Maintenance is defined as the activities to maintain soil conservation works, existing or established under this agreement, being the care of trees, plantations, protection forest areas, vegetation established or protected directly for the mitigation of specific erosion and any additional work carrying capital subsidy as detailed above, including water supply reticulation, firebreaking and bridges.

In addition it includes subsequent replanting or willow layering, the spraying or clearing of undesirable vegetation in channels, gullies, waterways and contour works, planted stream points being kept in good order, together with repairs as necessary to flumes, conduits, structures, culverts, floodgates, fences and access tracks.

When fences are due for renewal and providing proper maintenance has been done as and when required such fence renewal will be subsidised at the rates then applicable.

Part IV

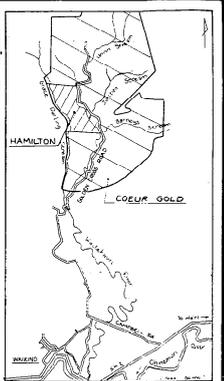
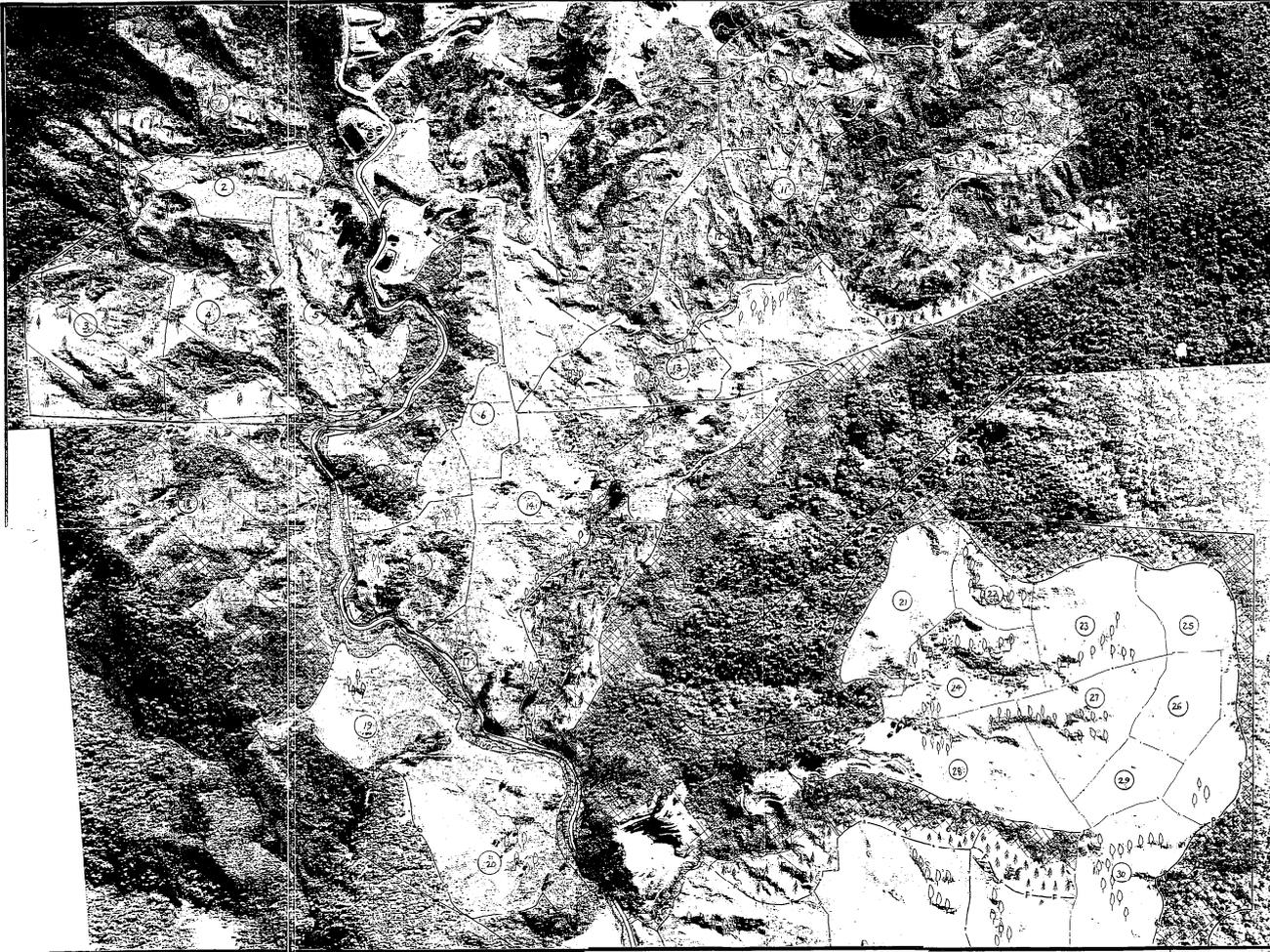
The current rate of grant for maintenance of specified work or requirements shall be as follows:

Fencing (renewal)	50% grant	50% owner
Planting	0% grant	0% owner
Sundry	-% grant	-% owner

SUMMARY OF WORKS

Details and Cost of Works	Cost	Grant Rate	Grant
Fencing Wire, 5 posts/20m, battened Perimeter fencing 16810m @ \$9/m (includes preparation, materials and labour)	151290	75%	113468
Forestry Pinus radiata, 830 stems/ha 54 ha @ \$600/ha (includes seedlings, planting, releasing)	109200	50%	54600
Open Space Planting Poplar/Willow 3m poles 4840 poles @ \$9 (includes pole, protector, planting)	39960	75%	29970
Native Refurbishment In riparian areas 2.5m x 2.5m 4350 @ \$3 each (cost of plants only)	13050	75%	9788
Total Cost	\$513500		
Grant			\$207862
5% Contingencies			10391
TOTAL GRANT			<u>\$218253</u>

CCI 3650



KEY

- BOUNDARY
- EXISTING FENCES
- FORESTRY FENCES
- PROTECTION FENCE
- RIPARIAN FENCE
- PROTECTION/PRODUCTION FORESTRY
- POPLAR/WILLOW POLES
- RIPARIAN MANAGEMENT
- EXISTING NATIVE BUSH TO BE RETAINED
- RETIRED LAND

Original size 0 100 90 80 70 60 50 40 30 20 millimetres

ENVIRONMENT WAIKATO

AMENDMENTS	SURVEYED	P. NR
	DESIGNED	S. NR
	DRAWN	S. NR
	TRACED	P. DR. 10/1/85
	CHECKED	
	RECOMMENDED	
	DATE APPROVED	
	PROJECT ENGINEER	

WAIHOU VALLEY SCHEME

WAI TEKAURI CATCHMENT SOIL
CONSERVATION WORKS PROGRAMME

COEUR GOLD

JOB NO.	FIELD BOOK NO.
SCALE	LEVEL BOOKING
1:5000	DRAWING NO.
FILE REF.	SHEET NO.
	535



