

## **Crown Pastoral Land Tenure Review**

**Lease name : DEEP CREEK**

**Lease number : PO 036**

### **Due Diligence Report (including Status Report) - Part 1**

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

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

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

February 06

PASTORAL LEASE  
LAND TENURE  
REVIEW

DUE DILIGENCE

DEEP CREEK

**DUE DILIGENCE REPORT - DEEP CREEK  
CROWN PASTORAL LAND PRE TENURE REVIEW ASSESSMENT STANDARD 6**

File Ref:	CON / 50231 / 09 / 12347 / A-ZNO 12457	Report No:	Q V V 268	Report Date:	14 January 2002
Accredited Supplier:	ABERCROMBIE & ASSOCIATES LTD	LINZ Case No:	TR 02 / 243	Date sent to:	LINZ

**RECOMMENDATIONS**

- 1 That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
  
- 2 That the Commissioner of Crown Lands or his delegate note the following incomplete actions which require action by the Manager, Crown Property Management [*or other party*];

Details of incomplete actions requiring completion by the CCPO or other party:


A paper road is shown on the SDI records and CT OT338/67 within the leased boundary but is only shown as a track on SO 1195 [the applicable authority]. The track is not considered to be a legal road and hence the land involved is deemed to be included within the leased area.

Lease values possibly requiring protection include kanuka/manuka shrublands, snow tussock grasslands and two historic sites.

<sup>invited</sup>  
Lessee has accepted invitation for CCL to undertake tenure review of lease.

Lessee is seeking transfer of interest in lease.

Signed by Sub-contractor:



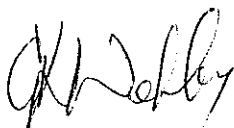
David J Abercrombie  
Nominated Person for Accredited Supplier

Signed by contractor:

Barry Dench  
Team Leader for Tenure Review  
Quotable Value [Valuations]

Approved / ~~Declined~~

[pursuant to a delegation from the Commissioner of Crown Lands] by:



GRANT KASPER WEBLEY

[ ]

Date of decision: 23/1/02

**1 Details of lease:**

**Lease name:** Deep Creek

**Location:** Deep Creek Road, Tarras

**Lessee:** D P Nyhon

**Tenure:** Pastoral lease of pastoral land pursuant to the Land Act 1948.

**Term:** 33 years from 1 July 1952. The lease was renewed for a further 33 years as at 1 July 1985.

**Annual rent:** \$6750 [with effect from 1 July 1996]

**Rental value:** \$300 000

**Date of next review:** 1 July 2007

**Land registry Folio Ref:** OT338/67 [See copy at appendix 1]

**Legal description:** Run 236 G, Otago Land District

**Area:** 2700.4673 hectares [by title metric conversion]

**2 File Search**

**Files held by accredited supplier on behalf of LINZ:**

File reference	Volume	First folio number	Date	Last folio number	Date
P 36	I	1	01/03/1910	214	20/06/1955
[previously known as SGR595 and then SGR1029]					
P 36	II	215	00/09/1956	358	27/02/1987
P 36	III	359	14/07/1987	463	21/06/1999
Po 36		1	30/07/1999	18	02/10/2001
[Also known as CON/50213/09/12437/A-ZNO]					

**Other relevant files held by LINZ**

File reference	Volume	First folio number	Date	Last folio number	Date
Nil sourced					

***Folios relating to uncompleted actions are:***

File reference	Volume	Folio number	Date
P 36	II	320	20 October 1984
P 36	II	336	13 January 1986
P 36	II	339	15 April 1986
P 36	III	396	3 December 1991
CON/50213/09/12437/A-ZNO		3	3 April 2001
CON/50213/09/12437/A-ZNO		16	26 September 2001

*For further details see Section 8 of this due diligence report.*

### 3 Summary of lease document

#### Terms of lease

Lease number:	P 36
Commencement date:	1 July 1952
Renewal instrument number:	725236 [See copy at appendix 2]
Lease stock limits:	1870 sheep
Any non-standard conditions	There are no non-standard conditions

#### Area adjustments

Nil. Lease P36 was granted as at 1 July 1952 and an area of 133 acres incorporated [formerly Part Run 236F - P45] effective on grant of the lease with no change of appellation to Run 236G [boundary and area adjustment on SO plan only] as recorded in register volume OT338/67 [Area of 6673 acres - 2700.4673 ha by title metric conversion {Note: more accurate calculation derives an area of 2700.4696 ha}].

**Registered interests**

SUBSTANTIAL INTEREST	SUMMARY
725236 - Memorandum of renewal	Pursuant to provisions of lease
823656 - Land Improvement Agreement	Pursuant to Section 30A, Soil Conservation and Rivers Control Act 1941 - see comment below.
882811/5 - Transfer of lease	To current lessee
926382 - Mining permit embodied in CT OT9D/578 - <i>see copy at Appendix 3</i>	For ten years commencing 11 March 1997
5027195.2 - Mortgage to ASB Bank Limited	Personal to lessee

**Unregistered interests**

INTEREST	SUMMARY
Recreation permits	There is no record on file of any recreation permits over the lease
Unsecured debts	None known

**4 Summarise any Government programmes approved for the lease:**

A Land Improvement Agreement exists pursuant to Section 30A, Soil Conservation and Rivers Control Act 1941 [823656 - *see copy at appendix 4*]. The agreement is in relation to works and land management practices to be carried out on the land concerned for the purposes of rabbit control and the conservation and protection of soil on the land. The agreement is between the lessee and the Otago Regional Council and is for a period from 1 April 1990 to 30 June 2010.



**5 Summary of Land Status Report**

The land the subject of this report is Crown Land subject to Pastoral Lease P 36 as certified by the Chief Surveyor, Dunedin.

*A copy of the certified land status report is appended as Schedule A.*

**6 Review of topographical and cadastral data**

Telecommunications facilities	Believed to be not applicable
Electricity transmission facilities	Overhead electricity transmission lines exist at the southern portion of the leased land. Continued occupation of the land and ownership of the transmission facilities by the relevant electricity operator(s) would be pursuant to Section 3(5) of the Electricity Operators Act 1987.
Historic places	While not shown a historic mine and tailings are believed to exist - <i>see appendix 5j</i> .
Discrepancies between fenced and legal boundaries	Believed to be not applicable
Formed Roads	Believed to be not applicable
Paper roads	A paper road is shown on the SDI records and original copy of CT OT338/67 but is only shown as a track on SO 1195 [the applicable authority]. The track is considered to be not a legal road and hence the land involved deemed to be included within the leased area - <i>For further details see appendices 1 and 6j</i> .
Marginal strips	Believed to be not applicable
Other [specify]	Believed to be not applicable

*[See copy of cadastral plan and topographical map at appendix 7]*

**7 Details of any neighbouring Crown or conservation land**

In a clockwise manner the Crown [including land of the crown] or conservation land adjoining/adjacent to the land the subject of this report is:

Run 824

SITUATION	STATUS
North of leased land	Crown Land subject to Pastoral Lease as recorded in register volume OT338/41

Run 820

SITUATION	STATUS
North of leased land	Crown Land subject to Pastoral Lease as recorded in register volume OT338/74

Part Run 236J

SITUATION	STATUS
West of leased land	Crown Land subject to Pastoral Lease 55 as recorded in register volume OT338/75.

Section 1, Block X, Tarras SD

SITUATION	STATUS
West of leased land	Crown Land subject to Pastoral Lease 350 as recorded in register volume OT13A/121.

## **8 Summarise any uncompleted actions or potential liabilities**

Your attention is drawn to the following:

A paper road is shown on the SDI records and original copy of CT OT338/67 within the leased boundary but is only shown as a track on SO 1195 [the applicable authority]. The track is not considered to be a legal road [more of a physical notation] and hence the land involved is deemed to be included within the leased area.

- [See details see appendices 1 & 6].

Leases property values possibly requiring protection include kākūka/manuka shrublands, snow tussock grasslands [See details at appendix 8] and two historic sites [See details at appendices 5 & 8].

Present lessee has accepted invitation for CCL to undertake tenure review of lease. The process may need to be started again with the new lessee [see comment below].

- [See details at appendix 9]

Lessee is seeking transfer of interest in lease and it is possible that only settlement and hence registration remain to be actioned.

- [See details at appendix 10]

## ATTACHMENTS

- Schedule A Land status report
- Appendix 1 Register volume copy of pastoral lease
- Appendix 2 Memorandum of renewal of lease
- Appendix 3 Copies of relevant registered instrument(s)  
- *Mining permit*
- Appendix 4 Copies of relevant registered instrument(s)  
- *Land improvement agreement*
- Appendix 5 File search summary comprising copy of relevant supporting folio(s) referenced in this due diligence report  
- *Historic mine and tailings*
- Appendix 6 Copy of SO 1195 and SDI print extract [see also appendices 1 and 7]  
- *Road shown only as track and then legal respectively*
- Appendix 7 Cadastral plan and topographical map of pastoral lease
- Appendix 8 File search summary comprising copy of relevant supporting folio(s) referenced in this due diligence report  
- *Values possibly requiring protection*
- Appendix 9 File search summary comprising copy of relevant supporting folio(s) referenced in this due diligence report  
- *Invitation to undertake tenure review*
- Appendix 10 File search summary comprising copy of relevant supporting folio(s) referenced in this due diligence report  
- *Proposed transfer of lease by lessee*

# ABERCROMBIE AND ASSOCIATES LIMITED

PROPERTY MANAGERS AND CONSULTANTS

P O BOX 5056  
MORAY PLACE  
DUNEDIN

PHONE (03) 471 9496  
FACSIMILE (03) 471 9455  
EMAIL office@abercrombie.co.nz

C:\DATA\CONSULT\CLIENT\QVNZ\CONTRACT2002\CS Status Cert Deep Creek.wpd

This report has been prepared on the instructions of Crown Property Management, Land Information New Zealand, and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

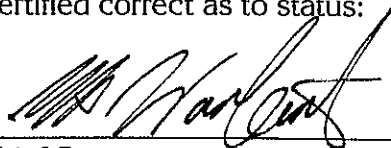
LAND STATUS REPORT	DEEP CREEK	P 36	[LIPS Ref. 12437]
Property	1	of	1

Land District	Otago
Legal Description	Run 236 G
Area	2700.4673 ha [by title metric conversion]
Status	Crown Land subject to Pastoral Lease P213
Instrument of Lease	Reg Vol OT338/67 registered in Land Transfer Office but not under Land Transfer Act
Encumbrances	823656 - Land improvement agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941. 926382 - Mining permit embodied in CT OT9D/578.
Mineral Ownership	Crown [see comment below]
Statute	Land Act 1948, Crown Pastoral Land Act 1998

Data Correct as at:	7 December, 2001
Accredited Supplier certification	As attached

Prepared by	David J Abercrombie
Crown Accredited Supplier	<b>Abercrombie &amp; Associates Ltd</b>

Certified correct as to status:



Chief Surveyor  
Land Information New Zealand, Dunedin

17, 12, 2001

Notes: This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage. See Crown Pastoral Standard 6 paragraph 6

Lease values possibly requiring protection include kanuka/manuka shrublands, snow tussock grasslands and two historic sites.

Lessee has accepted invitation for CCL to undertake tenure review of lease.

Lessee is seeking transfer of interest in lease.

Research Data: Some items may not be applicable

SDI Print obtained	Yes <i>[See attached]</i>
NZMS 261 Ref	G 40
Local Authority	Central Otago District Council
Crown Acquisition Map	Yes To determine agreement for purchase from Ngai Tahu
SO Plan	SO's 1186, 1194 & 1195. <i>[See evidence attached]</i>
Relevant Gazette Notices	Not applicable
CT Reference / Lease Reference	Pastoral Lease P 36, Reg Vol OT338/67 Lease renewed by 725236 NOTE: For history of land see below <i>[See evidence attached]</i>
Legislation Cards	Not applicable
CLR	Yes <i>[See evidence attached]</i>
Allocation Maps [if applicable]	Not applicable
QVNZ Reference	28411/1000 and 28411/18400 Note: Total area reconciles with the title area
Crown Grant Maps	Yes - There are no references for the subject property

Research - continued

If Crown land - Check Irrigation Maps.	Yes There are no references for the subject property
Mining Maps	Yes There are no references for the subject property
Other Relevant Information	
a] Concessions - Advice from DoC	a] Nil <i>[See evidence attached from DoC]</i>
b] Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998	b] Only on divestment of freehold or a lease of fifty years or greater by LINZ as a Crown Body
c] Mineral Ownership	c] Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition from Ngai Tahu by way of the Kemp Purchase.
d] Other Info	

**History of ownership:**

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

No record of crown grants having been made

**Part Run 236F**

Selected for lease and SGR 594 granted as at 28 February 1910 as recorded in register volume OT163/61.

On expiry, SGR 1035 granted as at 1 March 1931 as recorded in register volume OT251/55.

On expiry, P45 granted as at 1 March 1952 as recorded in register volume OT338/66.

By X16090, an area of 133 acres was surrendered from the lease.

**Run 236G**

Selected for lease and SGR 595 granted as at 28 February 1910 as recorded in register volume OT163/67 [6540 acres - 2646.6441 ha by title metric conversion].

On expiry, SGR 1029 granted as at 1 March 1931 as recorded in register volume OT251/40 [6540 acres - 2646.6441 ha by title metric conversion].



**Combined land**

On expiry of SGR 1029 and following surrender of land by X16090 from P45 [register volume OT 338/66], P36 was granted as at 1 July 1952 and an area of 133 acres incorporated [formerly Part Run 236F - P45] effective on grant of lease with no change of appellation to Run 236G [boundary and area adjustment on SO plan only] as recorded in register volume OT338/67 [Area of 6673 acres - 2700.4673 ha by title metric conversion {Note: more accurate calculation derives an area of 2700.4696 ha}].

Status, description of land and area are now as indicated above.



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



Search Copy

*R. W. Muir*  
Registrar-General  
of Land

**Identifier** OT338/67  
**Land Registration District** Otago  
**Date Registered** 30 July 1954 02:20 pm

**Prior References**  
OT251/40

<b>Type</b>	Lease under s83 Land Act 1948	
<b>Area</b>	2700.4673 hectares more or less	<b>Term</b> Thirty-three years commencing on the first day of July 1952 and renewed for a further period of 33 years commencing on the 1st day of July 1985

**Legal Description** Run 236G

**Proprietors**  
Denis Patrick Nyhon

**Interests**

- 725236 Memorandum renewing the term and fixing (for the first 11 years) the annual rent at [REDACTED] calculated on a rental value of [REDACTED] - 31.3.1989 at 9.36 am
- 823656 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 12.2.1993 at 10.26 am
- Mining Permit embodied in Register 9D/578 - 14.3.1997 at 9.10 am
- 5027195.2 Mortgage to ASB Bank Limited - 2.3.2001 at 3:07 pm



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



**Historical Search Copy**

*R. W. Muir*  
Registrar-General  
of Land

**Identifier** OT338/67  
**Land Registration District** Otago  
**Date Registered** 30 July 1954 02:20 pm

**Prior References**  
OT251/40

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<b>Type</b>	Lease under s83 Land Act 1948	
<b>Area</b>	2700.4673 hectares more or less	<b>Term</b> Thirty-three years commencing on the first day of July 1952 and renewed for a further period of 33 years commencing on the 1st day of July 1985

**Legal Description** Run 236G

**Original Proprietors**  
Denis Patrick Nyhon

**Interests**

- 725236 Memorandum renewing the term and fixing (for the first 11 years) the annual rent at [REDACTED] calculated on a rental value of [REDACTED] - 31.3.1989 at 9.36 am
- 823656 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 12.2.1993 at 10.26 am
- 882811.6 Mortgage to Westpac Banking Corporation - 24.5.1995 at 9.21 am
- Mining Permit embodied in Register 9D/578 - 14.3.1997 at 9.10 am
- 5027195.1 Discharge of Mortgage 882811.6 - 2.3.2001 at 3:07 pm
- 5027195.2 Mortgage to ASB Bank Limited - 2.3.2001 at 3:07 pm
- 5040461.1 Departmental Dealing to correct title status to no duplicate issued and cancel Landonline duplicate - 9.5.2001 at 9:30 am

As a Renewal of [re-in-Exchange for] Lease registered on Vol. 251 fol. 40

NEW ZEALAND

Entered in the Register-book, Vol. 338 fol. 67

(L. and R. B. 1)

OTAGO LAND DISTRICT

the 30 day of July 1954 at 2.30 o'clock.

338/67

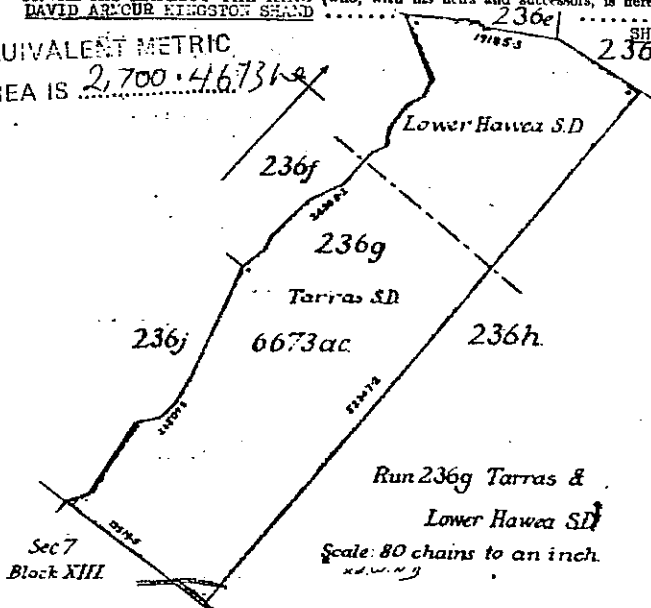
Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P.36



This Deed, made the first day of March one thousand nine hundred and fifty-four, between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and DAVID ARMOUR KINGSTON SHAW (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All those pieces or parcels of land containing by admeasurement six thousand six hundred and seventy-three acres

EQUIVALENT METRIC AREA IS 2,700.4673 ha



situated in the Land District of Otago, and being Run numbered two hundred and thirty-six G (236G) Tarras and Lower Hawea Survey Districts

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and fifty-two together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-two. 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 Otago the clear annual rent of One hundred and fifteen pounds (£ 115: -: -) 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 (£ ) (the receipt of which sum is hereby acknowledged) and thereafter by (£ ) half-yearly instalments of pounds shillings and pence (£ : : ) on the 1st day of January and the 1st day of July in each year in the same manner as rent.

AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-

1. THAT the Lessee will fully and punctually pay the rent hereinbefore reserved at the times and in the manner hereinbefore named 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 Land Settlement 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 Land District of Otago (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, 1923-1950
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 Rabbit Nuisance Act, 1923.
7. THAT the Lessee will clean 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, roadmaking, 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 Nascollia Tussock Act, 1946, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, 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 ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said 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 the said land 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 to any minerals (within the meaning of the Land Act, 1948) 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 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building, well, or house: 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, household, roadmaking, 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 at 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, 1948, 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.

338/67

338/67

LAND R. DEEDS
Number C 7
File CCA
Date 30 JUL 1984
Page 2/20
Abstract No. 541

- (d) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (e) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,
  - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
  - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
  - (iii) Plough and sow in grass any portion of the said land;
  - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
  - (v) 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 clovers and grasses to the satisfaction of the Commissioner.
- (f) 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 one cent of one for a dry sheep and of one and a half for breeding ewes.~~
- \*\* See below
- (g) 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 Lessor, then the Land Settlement Board may, subject to the provisions of section 146 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 covenant or condition of the lease.
- (h) 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 leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

Image Quality due to Condition of Original

N11

IN WITNESS whereof the Commissioner of Crown Lands for the Land District of Otago, on behalf of the Lessor, hath hereunto set his hand and these presents have also been executed by the said Lessee.

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

Witness: W. H. G. G. G.

Occupation: Chief Executive Officer

Address: Canterbury

H. B. House  
Commissioner of Crown Lands.

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

Witness: A. M. Wilson

Occupation: Teacher

Address: Wagtail

Rak Chand  
Lessee.

\*\* (f) 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 1370 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafore reserved) but the Commissioner may by notice in writing permit the lessee to depasture thereon any greater number should he deem it 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 the rent payable hereunder.

H. B. House  
Commissioner of Crown Lands.

Rak Chand  
Lessee.

Transfer 192679 David Anson Kingston Street to John Charles Whittleton of James Farmer Roadward 23rd February 1955 at 2.32

Mortgage 159073 John Charles Whittleton to The State Advances Corporation of New Zealand 23rd February 1955 at 2.41

Mortgage 159074 John Charles Whittleton to The State Advances Corporation of New Zealand 23rd February 1955 at 2.42

414839 Mortgage to The State Advances Corporation of New Zealand 30.04.1973 at 11.18am  
Varies mortgage 159073

546114/1 Certificate vesting mortgage 414839 in The Rural Banking and Finance Corporation of New Zealand - 4.12.1980 at 11.20 am

546114/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 4.12.1980 at 11.20 am

546114/3 Variation of Mortgage 414839 - 4.12.1980 at 11.20 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.

J. M. Wilson A.L.R.

Variation of Mortgage 159073 - 22.12.1971 at 12.19 pm

J. M. Wilson A.L.R.

390845 Land Improvement Agreement under The Soil Conservation and Rivers Control Act 1941 - 22.8.1972 at 1.54 pm.

J. M. Wilson A.L.R.



OVER.....

C.T. 338/67

55. j Variation of Mortgage 546114/2 - 13.5.1981 at 9.35 am

*[Signature]*  
A.L.R.

557888/2 Variation of Mortgage 414839 - 16.7.1981 at 9.58 am

*[Signature]*  
A.L.R.

567411 Variation of Mortgage 414839 - 8.12.1981 at 10.43 am

*[Signature]*  
A.L.R.

DISCHARGED  
2-05-1984  
A.L.R.

571425 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 1.3.1982 at 2.12 pm

*[Signature]*  
A.L.R.

577276 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 11.5.1982 at 10.18am

DISCHARGED  
*[Signature]*  
A.L.R.

592099/1 Transmission to The Trustees Executors and Agency Company of New Zealand Limited and Robert Cameron White of Dunedin Chartered Accountant as executors entered 24.3.1983 at 9.20 am

*[Signature]*  
A.L.R.

592099/2 Variation of Mortgage 546114/2 - 24.3.1983 at 9.20 am

*[Signature]*  
A.L.R.

606290 Transfer of a 1/2 share to John Charles Whittleston of Tarras Farmer - 30.11.1983 at 1.49 pm

*[Signature]*  
A.L.R.

633692 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 23.4.1985 at 12.40 pm

DISCHARGED  
13-04-1990  
A.L.R.

715795/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 11.11.1988 at 9.35 am

DISCHARGED  
26 FEB 1993  
A.L.R.

715795/3 Memorandum of Priority ranking Mortgage 715795/2 as a first mortgage, Mortgage 159073 as a second mortgage, Mortgage 414839 as a third mortgage and Mortgage 546114/2 as a fourth mortgage - 11.11.1988 at 9.35 am

*[Signature]*  
A.L.R.

717621 Certificate vesting Mortgage 414839 in The Rural Banking and Finance Corporation of New Zealand - 6.12.1988 at 11.31am

*[Signature]*  
A.L.R.

725236 Memorandum renewing the term of the lease for a further period of 33 years commencing on the 1st day of July 1985 and fixing (for the first 11 years) the annual rent at \$3,525.00 calculated on a rental value of \$235,000 - 31.3.1989 at 9.36am

*[Signature]*  
A.L.R.

823656 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 12.2.1993 at 10.26 am

DISCHARGED  
A.L.R.

824738/3 Mortgage to PGG-Trust Limited - 26.2.1993 at 12.08pm

*[Signature]*  
A.L.R.

829189/2 Mortgage to PGG Trust Limited - 5.5.1993 at 12.19pm

DISCHARGED  
A.L.R.

*[Signature]*  
A.L.R.

831025 Transfer of their 1/2 share The Trustees Executors and Agency Company of New Zealand Limited and Robert Cameron White to John Charles Whittleston, of Tarras, Farmer - 2.6.1993 at 9.35am

*[Signature]*  
A.L.R.

882811/5 Transfer to Denis Patrick Nyhon of Tarras farmer - 24.5.1995 at 9.21am

*[Signature]*  
A.L.R.

882811/6 Mortgage to Westpac Banking Corporation - 24.5.1995 at 9.21am

*[Signature]*  
A.L.R.

926382 Mining Licence under the Crown Minerals Act 1991 over part of the within land in favour of Denis Patrick Nyhon for a term of 10 years commencing on 11.3.1997 - 14.3.1997 at 9.10am  
See 9D/578

*[Signature]*

A.L.R.

MEMORANDUM OF RENEWAL AND VARIATION OF LEASE REGISTER

IN THE MATTER of the Land Act 1948

AND

IN THE MATTER of lease no. P36 registered as Register Vol 338 Folio 67 Otago Land Registry from HER MAJESTY THE QUEEN to TRUSTEES EXECUTORS AND AGENCY COMPANY OF NEW ZEALAND LIMITED a Company incorporated under the Joint Stock Companies Act 1860 and having its registered office at Dunedin and ROBERT CAMERON WHITE of Dunedin, Chartered Accountant (½ share) and JOHN CHARLES WHITTLESTON of Tarras, Farmer (½ share) as tenants in common in the said shares.

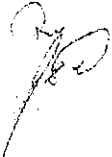
Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 338 Folio 67 Otago Land Registry is renewed for a term of 33 years commencing on the 1st day of July 1985. The covenant to pay rent and the rental value contained in the lease is hereby varied by deleting the said covenant and substituting the following:

Yielding and paying therefor for the first 11 years of the said term unto the Land Corporation Limited at Dunedin the annual rent of \$3,525.00 calculated on a rental value of [REDACTED] payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said period of 11 years and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 132A of the Land Act 1948.

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

IN WITNESS WHEREOF the parties have hereunto subscribed their names this

27<sup>th</sup> day of November 1987

WS  


**REGISTER**

SIGNED for and on behalf of HER MAJESTY )  
THE QUEEN pursuant to a Deed lodged with )  
the District Land Registrar as No. )  
681189/2 by LAND CORPORATION LIMITED by )  
its Attorney GARRY RAYMOND PATRICK )  
in the presence of: )

LAND CORPORATION by its  
Attorney

Witness: [Signature] )  
Occupation: Property Officer )  
Address: Dunedin )

[Signature] )  
*Patrick*

SIGNED by the said Lessee ROBERT )  
CAMERON WHITE and JOHN CHARLES )  
WHITTLESTON in the presence of: )

[Signature] )  
Lessee

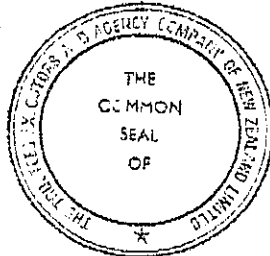
Witness: [Signature] )  
Occupation: Company Manager )  
Address: Dunedin )

[Signature] )

The Common Seal of The Trustees Executors and Agency  
Company of New Zealand Limited was hereunto affixed  
in the presence of:-

[Signature] GENERAL MANAGER

[Signature] Authorized Signatory





From: LAND INFORMATION DUNEDIN

+64 3 474 5108

25/10/2001 11:12 #221 P.009/032

MEMORANDUM OF RENEWAL OF LEASE

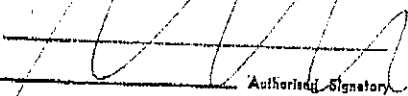
Particulars entered in the Register as shown herein on the date and at the time stamped below.

HER MAJESTY THE QUEEN Lessor

ROBERT CAMERON WHITE  
JOHN CHARLES WHITTLESTON  
TRUSTEES EXECUTORS AND AGENCY  
COMPANY OF NEW ZEALAND LIMITED Lessee

District/Assistant Land Registrar  
of the District of Otago

At Common Seat of The Trustees Executors and Agency  
Company of New Zealand Limited was hereunto affixed  
in the presence of:-

  
Authorized Signatory

Property Manager  
Land Corporation Limited  
DUNEDIN

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, GARRY RAYMOND PATRICK of Dunedin, Property Officer

HEREBY CERTIFY -

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

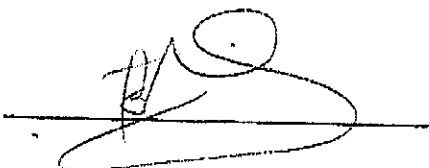
- AUCKLAND (North Auckland Registry) and there numbered B678573
- BLLENHEIM (Marlborough Registry) and there numbered 136439
- CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2
- DUNEDIN (Otago Registry) and there numbered 681189/1
- GISBORNE (Poverty Bay Registry) and there numbered 167089.2
- HAMILTON (South Auckland Registry) and there numbered H734777
- HOKITIKA (Westland Registry) and there numbered 076748
- INVERCARGILL (Southland Registry) and there numbered 141782
- NAPIER (Hawkes Bay Registry) and there numbered 478751.2
- NELSON (Nelson Registry) and there numbered 269962.1
- NEW PLYMOUTH (Taranaki Registry) and there numbered 341775
- WELLINGTON (Wellington Registry) and there numbered 860782.2

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

2. THAT at the date hereof I was Property Officer of the said Corporation.

3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Dunedin  
this 2nd day of December  
19 87

)  
)  
)  


From: LAND INFORMATION DUNEDIN

+64 3 474 5108

25/10/2001 11:13 #221 P.011/032



2016 31.11.2008 17:03:2008  
 PAIKER RIVER FIELD IN NORTH  
 LAND INFORMATION DUNEDIN  
 352/67



MWP\_0011639

Facsimile

To: David Abercrombie

Company: \_\_\_\_\_

Fax No: 03 471 9455

From: Joan Taylor

Date: 5-12-01

Page 1 of: 2

Our Ref: Your manual I.O.L request/s 29517

Your Ref: As above



Land Information NZ  
John Wickliffe House  
Princes Street  
Private Bag 1929  
Dunedin  
New Zealand  
Tel 03-477 0650  
Fax 03-477 3547  
HTTP://www.linz.govt.nz

Confidential

This facsimile message contains information which is confidential and may be subject to legal privilege. If you are not the intended recipient, you must not peruse, use, disseminate, distribute or copy this message. If you have received this message in error, please notify us immediately by facsimile or telephone and destroy the original message. Thank you.

Subject: Manual request/s

Dear Client

Please find following copy/s of manual requests received at this office.

We have searched extensively for your request/s but it cannot be found - Sorry.

Tony F.

CDE_S15 - Request Manual Copy			
Document Type	Instrument	Request Id:	29517
Reference Number	926382 <i>MIL</i>	User Id:	dabercrombie@...
Land District	Otago	Request Date	03/12/2001 13:49:40
Method of Delivery	Fax	Client Reference	dabercrombie@...
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments	Deep Creek		
Delivery Details			
Firm	Abercrombie & Asso. Ltd.		
Primary Contact	Mr David Abercrombie		
Street	P O Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 3455		
Esc.	OK	Cancel	

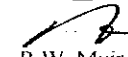
NF (3802386.2)



# COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



## Historical Search Copy

  
R.W. Muir  
Registrar-General  
of Land

**Identifier** OT9D/578  
**Land Registration District** Otago  
**Date Registered** 14 March 1997 09:10 am

**Prior References**  
OT338/67

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<b>Type</b>	Permit under s81 Crown Minerals Act 1991	<b>Instrument</b>	MIL 926382
<b>Area</b>	25.0000 hectares more or less	<b>Term</b>	Ten years commencing on the 11th day of March 1997

**Legal Description** Part Run 236G

**Original Proprietors**  
Denis Patrick Nyhon

---

**Interests**

CDL S15 - Request Manual Copy			
Document Type	Infringement	Request Id	22985
Reference Number	023656	User Id	daber@rombledu
Land District	Otago	Request Date	24/10/2001 11:10:51
Method of Delivery	Post	Client Reference	daber@rombledu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments			
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Primary Contact	Mr David Abercrombie		
Street	P O Box 6050		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees	OK	Cancel	

T4751

## LAND IMPROVEMENT AGREEMENT

This agreement is made the

16<sup>th</sup>

day of

December

1992

BETWEEN

THE OTAGO REGIONAL COUNCIL a body corporate under the Local Government Act 1974 (called "the Council")

AND

THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF NEW ZEALAND LTD AND ROBERT CAMERON WHITE OF DUNEDIN AND JOHN CHARLES WHITTLESTON OF TARRAS (called "the Farmer")

## WHEREAS

- (i) The Farmer is the owner or lessee of the land described in the First Schedule ("the land").
- (ii) The Farmer farms the land.
- (iii) 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.
- (iv) The 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.
- (v) The parties have agreed that the payment of grants will be made on the terms set out in this agreement.
- (vi) 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.
- (vii) The agreement is to be registered against the title to the land under Section 30A of the Soil Conservation and Rivers Control Act 1941.
- (viii) The plan is part of the Rabbit and Land Management Programme being undertaken by the Crown and the Council in the Otago region.
- (ix) All grants paid by the Council under the plan are wholly funded by the Crown.
- (x) the plan is conditional upon:
  - (i) continuing Crown funding of the Rabbit and Land Management Programme in the Otago 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.
- (xi) The Ministry of Agriculture and Fisheries ("MAF") is responsible for implementing monitoring and overseeing the Rabbit and Land Management Programme for the Otago Region on behalf of the Crown.
- (xii) The plan has been approved by the Ministry of Agriculture and Fisheries.
- (xiii) The parties wish to record their agreement in writing.

## IT IS AGREED:

## 1. Commencement

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



**2. The Farmers Obligations**

**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

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

**3. The Councils Obligations**

**3.1 The Council shall:**

1. carry 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 (any technical advice and assistance and monitoring after that date shall be on terms and conditions to be agreed by the Council and the Farmer).

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 or the Farmer.

4.3 The 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 and operate a property account to record all transactions for implementation of the plan and send quarterly statements to the Farmer.

**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
4. the Farmers land management practices
5. pest and noxious plant levels on the land
6. rabbit control or eradication measures undertaken by the Farmer
7. the costs of implementing the plan
8. the costs of undertaking further or additional rabbit control or eradication measures
9. the costs and benefits of the plan

**7. Right of Entry**

- 7.1 After giving notice (orally or in writing) to the Farmer whenever practicable, the Council or 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
  4. take samples.
- 7.2 In carrying out an inspection the Council and MAF may use any vehicles and other equipment it considers necessary.
- 7.3 If the Council or MAF has been unable to give notice to the Farmer before entering the land, the Council or MAF shall give the Farmer written notice of entry immediately afterwards and in the notice tell the Farmer what was done.
- 7.4 Nothing in this clause shall apply to the exercise by the Council of its powers under Section 56 (1) (b) Agricultural Pests Destruction Act 1967. Rabbit control and eradication measures shall only be undertaken by the Council on the land with the consent of the Farmer or after notice has first been given in accordance with Sections 56 (2) and 117 of that Act.

**8. Disclaimer**

- 8.1 The Farmer acknowledges:
1. the Farmer has been offered an opportunity of receiving independent financial and 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 of the terms of this agreement and its effects and implications.



**9. Duration**

- 9.1 Subject to clauses 9.2 and 9.3 the Farmers obligations under this agreement shall end on 30 June 2010.
- 9.2 The Farmer shall not remove or damage any trees planted under the plan without the Council's written consent before 30 June 2010.
- 9.3 The Farmer shall carry out the land management practices stipulated in the plan until 30 June 2000 unless the Council and the Farmer otherwise agree.

**10 Further Rabbit Control, Eradication and Land Management**

- 10.1 It is the Farmer's responsibility to prevent rabbit populations increasing and maintain rabbit control and eradication measures after 30 June 1995. If the Farmer fails to prevent rabbit populations increasing or fails to maintain rabbit control or eradication measures after that date 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 Council's 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 requiring the Farmer to remedy the breach within the time specified in the notice.
- 11.2 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.
- 
- 

- 11.3 If the breach cannot be remedied the Council shall give notice of the breach to the Farmer.
- 11.4 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.
- 11.5 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.
- 11.6 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 11.4
- 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.
- 12.5 The award of the Arbitrator shall be final and binding on the parties.
13. **Service**
- 3.1 Notices may be served on the Council by being delivered to the Council's principal office.
- 13.2 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 Sections 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 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.
- 15.3 If the Farmer is a company the Farmer's obligations shall be guaranteed by the Directors of the company. The liability of the guarantors shall be joint and several.

16. Variations

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

16.2 Any variation shall be in writing.

16.3 No variation shall have effect until approved by MAF.

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

17. Agreement Conditional upon Government Funding

17.1 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 grants set out in the plan up to the level of the property cap.

17.2 This condition is a condition subsequent.

17.3 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 to the extent that the Council has received funds for those work from the Crown
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 2010
4. the Farmer shall continue land management practices and land uses already adopted in accordance with the plan until 30 June 2000 provided that they are not part of an integrated farming programme under the plan in which other parts of that programme have not been completed or put in place.
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, powers and immunities conferred on MAF by clauses 7, 8, 13 and 16 of this agreement are "benefits" and MAF is "a beneficiary" for the purposes of the Contracts (Privity) Act 1982.

18.2 MAF may enforce those provisions 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.

19. Interpretation

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

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

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

19.4 "Guarantor" means the person or persons who sign the guarantee annexed and if more than one, both or either of those persons.

19.5 "Land management" includes:

1. adhering to specific livestock levels
2. using particular feed production techniques
3. using particular livestock types and breeds
4. implementing specific grazing programmes
5. supplying livestock with specified feed
6. retiring land from use by livestock

7. spelling land from use by livestock
  8. undertaking land uses specified in the plan.
- 19.6 "MAF" is the Ministry of Agriculture and Fisheries and includes its officers, employees, agents and independent contractors.
- 19.7 "The "Property cap" is the maximum dollar amount of the grants payable by the Council under MAF approval of the plan; the property cap is set out in the plan.
- 19.8 "Rabbit control and eradication measures" include
1. aerial and ground poisoning or shooting
  2. fumigation
  3. trapping
  4. any authorised biological methods
  5. any other control or eradication measures approved by the Council and MAF
- and includes both primary and secondary control or eradication operations.
- 19.9 The "Rabbit and Land Management Programme" is the programme created by agreement between the Council and Crown dated 19 December 1990.
- 19.10 "Works" include
1. 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
- 19.11 References to the singular include the plural and vice versa.
- 19.12 References to any statutes include any Acts amending or replacing any statutes.

NOTE:

This agreement and the plan in the Second Schedule are based on Rabbit and Land Management Plan No. 51 a copy of which may be inspected at the Otago Regional Council office, 70 Stafford Street, Dunedin.

ss std.op

19.13 THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF NEW ZEALAND LIMITED and ROBERT CAMERON WHITE of Dunedin have executed this Agreement as Trustees of the ESTATE COLIN CHARLES WHITTLESTON and their liability under this Agreement is to be limited so as to extend only to the Assets of the said Estate for the time being in their possession or under their control.

*(Handwritten marks: a large 'J' and a circle with a diagonal line)*

**Schedule 1**

**Legal Descriptions:**

Freehold C.T. 10C/664	Section 14 Block XII Tarras	40.4610ha
Freehold C.T. 10C/657	Section 21 Block XII Tarras Survey District	20.6086ha
Freehold C.T. 9C/563	Sections 5 and 6 Block XIII Tarras Survey District	71.2652ha
Freehold C.T. 9C/556	Section 7 Block XIII Tarras Survey District	129.4994ha
Pastoral Lease of Pastoral Land C.T. 338/67 P 36	Run numbered two hundred and thirty-six G (236G) Tarras and Lower Hawea Survey Districts	2700.4673ha
	<b>Total Area</b>	<b>2962.300ha</b>

*All titles subject to LIA 390845, 571425, 633692  
Titles 10C/664, 10C/657, 9C/556 + 338/67 subject to M 715795/2*

**Schedule 2**

**Part I Programme Works Summary**

**Programme Aims:**

1. Reduce the rabbit population on extreme and high prone areas.
2. Prevent the spread of rabbits from the above areas.
3. Prevent cross infestation between neighbouring properties.
4. Extend the interval between decreasing poisonings by the introduction of alternative rabbit control methods, thus decreasing the potential for neophobic populations to develop.
5. Integrate physical and management factors on the land to achieve 1-4 as above.
6. Preservation of the land resource to maintain the lands potential for future use.

These aims, if achieved, will go towards meeting the objective of long-term sustainability of the resources of the areas threatened by rabbits.

**Programme:**

The programme must be kept flexible due to:-

- often unpredictable nature of rabbit, its population increase and spread coupled with climatic conditions, i.e. dry seasons increase is faster.
- possibility of poison and/or Secondary Control failure due to a number of factors.
- take into account scientific improvements, new technology, and improvements in field knowledge.

The identified aims will be achieved by the following:

## 1. Programme Summary

### 1.1 Rabbit Netting

- (a) Completes the isolation of the hill country from the flats by netting fence E-D (Job 17 - 1.4km) in conjunction with existing boundary netting that already covers most of this aspect.
- (b) Completely isolates the problem block of Sunny Long Gully from adjacent moderate and low rabbit-prone country by netting existing fences A-B (Job 1 - 1.4km) B-C (Job 9 - 1.4km).
- (c) Divide the balance of the R & L.M. land to prevent movement from the high prone "Sunny Deep Creek" block back onto the less prone "Hogget Block". Also Job No. 31, fence G-F-H.

An extensive rabbit netting structure already exists around the R & L.M. country and together with the above fences will give four compartments that will greatly assist secondary control operations, prevent cross infection and reduce the area needed to be treated by primary control.

### 1.2 Rootraking Access Lines

To enable effective secondary control operations to be carried out on the Hogget Block and Lower Sunny Deep Creek the lower margins of which are impenetrable briar it is proposed to establish spaced cleared lines. (Job 10 - 20 hours Bulldozing).

The aim will be to cause minimum earth disturbance and not leave wind-rowed material. A spraying of regrowth that will occur along these lines is also proposed (Job 32 - 4ha). Nightshooting country can be extended along the lower margins with this work.

### 1.3 Subdivision Fence

It is proposed to erect a short length of subdivision fence (Job 24 - 0.6km) to separate out the lower section of the Sunny Deep Creek block which is shadier and of lower rabbit proneness from the main face.

This will allow the balance of the face to be completely destocked as laid out in the livestock management section.

### 1.4 Primary Control Operations

All the R & L.M. country was poisoned with carrot in the first year programme (Job 2 - 464ha) with the exception of some of the dark face of Shady Long Gully. Results were very good with a % kill in the high nineties achieved. This operation gave an excellent start to the whole programme and coupled with intensive follow-up has resulted in a very low current population.

No other Primary Control Operations are planned in the 5 year programme. Long term only the two worst blocks of Sunny Deep Creek and Sunny Long Gully should require future poisoning, probably on an 8-10 year basis.

### 1.5 Secondary Control Operations

Following the above successful poison the interim plan instigated a very successful follow-up programme which has enabled a fairly definite level of secondary control works that should contain the population at very low levels to be assessed. Together with the owners enthusiasm generated by success the annual work has been set at - 4 mandays nightshooting along the lower margins of the homestead flats. This work will be carried out by the owner at no grant to enable funds to be used in other areas.

- 2 hours Helicopter work across all blocks.
- 14 mandays daywork (Gun and Dog plus Gassing).

Includes Job nos. 3, 4, 5, 6, 11, 12, 13, 14, 18, 19, 20, 21, 25, 26, 27, 28, 33, 34, 35 and 36.

### 2. General

- 2.1 All works and rabbit control and eradication measures shall be carried out in accordance with the specifications annexed to this plan or specifications supplied by the Council.
- 2.2 All works and rabbit control and eradication measures shall be carried out in accordance with the annual works programme in Part I and Part IV of this plan.
- 2.3 All works and rabbit control and eradication measures actually carried out shall attract grants up to the rates set out in Part IV of this plan but subject to clause 4.3 of the Agreement. The Property cap is
- 2.4 All costs set out in Part IV are purely illustrative. The prices are estimates in 1990 dollar terms only and do not include GST. Grants will be based on costs actually incurred.
- 2.5 The location of works is shown on the attached map.
- 2.6 The area or areas in which rabbit control and eradication measures are to be carried out are shown on the attached map.
- 2.7 The programme or specifications may be varied by the Council.

### 3. Consents

- 3.1 No part of the programme shall be implemented without the Farmer first obtaining any necessary consent, licence, permit or other legal authority ("consent").
- 3.2 It may be necessary for the Farmer to obtain a consent from the Council. The Farmer shall consult with the Council to find out whether any consent is required.
- 3.3 Neither the agreement nor this plan are a waiver by Council of the need to obtain any necessary consent nor a representation that such consent is unnecessary nor that any necessary consent will be granted.
- 3.4 The programme shall be carried out in accordance with all consents.



**Part II Livestock Management:**

1. This property is well structured for drought management by the ability to quickly destock quite large numbers of the various classes. This was demonstrated with the rapid destocking of some 1350 stock units in 1989 in response to the dry seasons. The owner has a very quick response mechanism to impending adverse conditions.

His drought strategy is:

- A - Have conservation numbers on property aiming for per head production.
- B - Take up excessive feed with low numbers fattening cattle.
- C - At onset of drought conditions.
  - Cut back wethers after shearing.
  - Heavily cull ewes on irrigated farm and move hoggets there.
  - Double Cull (i.e. 2 years Annual draft) hill ewes at weaning.
  - Expand winterfeed cultivation for following winter.

The fact that the remaining stock on the property during the drought period maintained good performance is a good indicator of sound stock management. The irrigated farm gives this property better drought management alternatives than most runs.

With the current maximum stock limit of 6000 sheep the owner has not exceeded 5500. Taking into account the strength of the improved blocks, the expanded winterfeed cultivated areas, the relatively small area of R & L.M. land in the unit and the owners drought management ability it has been judged that the current overall stocking level is appropriate for the property.

Should Hieracium spread accelerate on the Camp Creek blocks the owner accepts he will have to reduce stock to compensate for it.

Within the R & L.M. area the current grazing pattern has been negotiated via three Catchment Board Run Plans and is restricted to winter/spring grazing at appropriate levels. **Only the Sunny Deep Creek and Sunny Long Gully Blocks require additional treatment to accelerate their recovery to a satisfactory condition.** To restore these areas the owner has agreed to destock these areas for two full grazing seasons with the return to grazing to be determined by condition at the end of that period. Removal of these areas from grazing will not impact on the current grazing management to any extent.

- 1.2 The owner has agreed to the following grazing on the R & L.M. areas.

**1.2.1 Spelled each year NOVEMBER-MARCH**

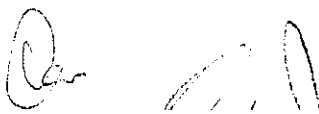
Lower Sunny Deep Creek	max annual stocking rate	0.4
Hogget Block	max annual stocking rate	0.9
Misery	max annual stocking rate	1.1
Sunny Deep CreeK (until destocked)	max annual stocking rate	0.3 s.u./ha

2.2 Complete destocking for two full seasons from sheep grazing.

Sunny Long Gully	1991	-	1993
	End Spring		End Summer

Sunny Deep Creek	1994	-	1996
	Spring		Autumn

2. The Farmer shall follow the grazing management programme set out in the grazing management chart.
3. The blocks and paddocks referred to in the grazing management chart are identified on the attached map.



## Part III Various Specifications

### Specification 1 - Operational Commencement Criteria

#### Primary and Secondary Control

1. Specifications for all primary and secondary control operations shall be determined in consultation with the Council's Pest Services Manager or delegate and the Farmer.
2. Bait acceptance: No operation shall be commenced for poisoning without satisfactory bait acceptance in accordance with criteria provided by MAF.

#### Annual Works Monitoring

Annual works inspections and night count monitoring shall be carried out on all properties. The costs shall attract grants up to 70% of the cost of the inspection and nightcount monitoring subject to clause 4.3 of the agreement and property cap.

### Specification 2 - Fencing

#### Subdivision netting

To be equivalent to the following minimum:

- One driven upright (waratah or flat standard) every 4m.
- 100mm treated wooden posts where required by terrain.
- Four 12<sup>1</sup>/<sub>2</sub> gauge or No. 8 wires, bottom wire as close to the ground as practical conditions permit, top wire to be firmly secured to uprights.
- Rabbit netting (minimum standard 40" (1,016mm) x 1<sup>5</sup>/<sub>8</sub>" diamond x 17 or 18 gauge wire) to be securely fastened at 0.5m intervals and at either side of uprights, and fastened to bottom three wires. An apron of netting, with a minimum of 8" (200mm) on ground to be either ploughed in or securely rocked and pegged, toward the uphill or rabbit pressure side of the fence.
- Securing of difficult points (culverts, washouts, gullies, cattlestops etc.) to be handled on an individual basis.

#### Netting Existing Fences

- Fences must have, or be upgraded to, a driven upright every 5m with sufficient posts, strainers, stays and tiedowns to constitute a sound structure.
- 40" (1,016mm) x 1<sup>5</sup>/<sub>8</sub>" diamond x 17 or 18 gauge wire rabbit netting to be securely fastened by clips or wire at 0.5m spacings and on either side of each upright to 3 wires, one of which is the bottom wire of the fence. An apron of netting with a minimum of 8" (200mm) to be either ploughed in or securely rocked and pegged toward the uphill or rabbit pressure of the fence.
- All gates to be silled and rabbit secured.
- Securing of difficult points (culverts, washouts, gullies, cattlestops etc.) to be handled on an individual basis.

#### Upgrading Existing Netting

- Existing netting fences must be brought up to a standard similar to new netting fences, with uprights at a minimum of 5m. Netting should be a minimum of 30" (750mm) above ground, with an apron of 8" (200mm).
- Uprights for extra support to be driven where required.
- Rusted and broken wires to be renewed.
- Either full or 1/2 netting attached to replace unsatisfactory sections of netting. Netting may need to be secured on opposite side of fence to existing netting.
- The ground apron of netting to be ploughed, rocked or pegged as required.
- All gates to be silled and rabbit secured.

- Securing of difficult points (culverts, washouts, gullies, cattlestops) to be handled on an individual basis.

#### Netting Electric Fences

- Existing fences post, insulimber droppers and 4 wires.
- Fence will require upgrading through; 1 additional wire, waratahs driven and attached to insulimber.

### Specification 3

#### Access Tracking

Track Design shall take into account the existing landform. The track shall be sited and constructed to cause minimal disturbance to the landscape, and the natural contour and vegetation cover shall be used to conceal it from obvious viewing points.

THE TYPE OF TRACK INSTALLED SHOULD BE APPROPRIATE FOR THE USE INTENDED. FREQUENTLY USED, ALL WEATHER, MAJOR TRACKS NEED TO FOLLOW THE SPECIFICATIONS LISTED BELOW.

1. Grade
  - 1.1 The grade of the track shall be kept as low as possible, generally not greater than 1:6 and with a maximum grade of 1:5. Grades shall be reasonably even to avoid excessive gear-changing, though minor rising and falling sections help reduce water runoff velocities.
  - 1.2 Where appropriate, the surface of the track shall have a crossfall grade of approximately 1:25 towards the bank or water table.
  - 1.3 Corners shall generally be flat, or gently climbing; corners and bends round ridges are good places to account for irregularities in grade, avoiding rock outcrops etc.
2. Width
 

The minimum track width shall be 2.5-3 metres, with the total formation width including fills and water tables being a minimum of 1 metre wider.
3. Batters
 

Where possible, the uphill batters shall be sloped back or struck off to a stable gradient to minimise slumping and to allow grassing down. Batter slopes shall generally not exceed 35° except in hard rock.
4. Water Tables
 

A proper water table shall be constructed along with sidecut portions of the track. The water table must be capable of carrying the subsurface drainage as well as runoff during storms, without adversely affecting the track.
5. Stream Crossings
 

The crossings of all streams shall be constructed to a hard bottom, rock filled or culverted. Allow adequate capacity for flood flows and possible diverting of stream down track.
6. Culverts and Cutoffs (other than crossings)
 

The water table must be adequately served by culverts and cutoffs to remove runoff and subsurface drainage water. On a steep grade of 1:5, culverts or cutoffs shall occur at least every 20m, while on a grade of 1:10 they could be up to 60m apart.

G  
/ / /

The culverts must be of sufficient size to handle at least the expected volume of water and must be designed and placed to avoid blockages. The culverts need to be long enough so that they project beyond the base of the side-casting or fill slope. A splash pad to absorb the impact of the water will usually be required. If at all possible, avoid having culverts or cutoffs emptying directly onto any noticeably damp area or into existing watercourses.

7. Revegetation

Once construction is completed, disturbed areas shall be oversown and top-dressed immediately with suitable material, where this is an appropriate follow-up step. Germination of seed is better on fresh cuts and fills. Seed and fertiliser mixture to be as directed by local Land Management Officer.

8. Track Surface

8.1 In some places the oversown plants may not be sufficient to prevent scouring and erosion of the track surface and some metalling may be required. A rate of 1 m<sup>3</sup>/10m of track is usually sufficient to provide traction.

8.2 The track surface shall be free of corrugations and debris so that it is readily negotiable.

Specification 4

Criteria For Judging Equipment And Labour As Suitable For Manpower Follow Up For Pest Control

Vehicles proposed for use must be of suitable nature (Four wheel drive or motorbike) and in reasonable repair. Excluding motorbikes, all vehicles must be enclosed or have specialised nightshooting frames.

For nightshooting a satisfactory light in excess of 30 watts is needed.

Firearms must be appropriate to the work and meet current safety standards.

Labour proposed for use should have background experience in the type of work involved. Relatively inexperienced or doubtful candidates should be directed to attend firearms courses before acceptance is given.

**IN JUDGING EQUIPMENT AND LABOUR THE PARAMOUNT CONSIDERATION MUST BE THE SAFETY ASPECT OF THE PROPOSED OPERATIONS.**

All staff shall have a firearms licence and a permit to carry a loaded firearm in a vehicle. Suitable first aid kits shall be available during operations.

Specification 7 & 7B

Primary & Secondary Control Operations: Costs & Claims

Reimbursement by the Council of farm based operations and costs will be at standard rates reviewed and fixed annually by the Council.

Specification 12

Habitat Modification

1. Helicopter Applications: Briar and Matagouri  
Area to be sprayed and conditions to be followed as approved by the Council Officer.

**2. Helicopter Applications: Spray Gorse and Broom**

Specification: aerial application helicopter chemical Tordon at 11 litres/ha application at \$80.00ha/hour.

**3. Ground Application: Spray Gorse and Broom**

Specification: ground application gun and hose chemical Tordon at 1 litres/400 litres water coverage of approximately 0.5ha/hour.

**4. Grader: Clearing Gorse and Broom**

Specification: use of grader to scrap of gorse and broom windrow into heaps and level surface. No work to be undertaken on river banks or within 20m of river channel. The follow up is considered maintenance work and will be at the farmers cost. This will involve rotary slashing of level ground regrowth and spraying windrow regrowth.

**5. Rootraking:**

To be carried out with a minimum of soil disturbance, vegetation to be windrowed or heaped in piles as directed by Regional Council staff.

**6. Maintenance:**

Follow-up of all operations above shall be allowed for. Suggested that the third season following initial work a repeat spray of up to 25% of the original area be allowed for.

**Specification 14:**

**Fertiliser Application**

Application proposed when associated with block spelling and grazing conditions.

Recommended application of 50% Sulphur Super to boost native annual vegetation to build up seed source on land less than 400mm rainfall.

Rate 75-125 kg/ha.

NOTE: - Lower rate for driest land (difficult to get even application) higher rate especially suitable where native clovers are present.

Any variation to the above to be discussed and approved by the Council Land Management Officer.

**Specification 16**

**Browse shrub/Saltbush Establishment**

The site is to be contour ripped at 4 or five metre spacings well in advance of planting. Planting sites to be spot or band sprayed with Roundup and Pulse in March/April to prevent grass evaporating moisture over the winter. This will ensure good soil moisture levels have built up by planting time (August).

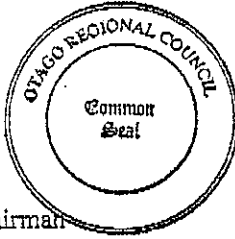
Bushes to be planted at 4 x 3 metre spacings or 4 x 2.5 metres (830/ha); 5 x 3 metres (670/ha) or 5 x 2.5 (800/ha).

A suitable residual herbicide is to be applied after planting.

Plants such as Chicory, Wheatgrass, Lotus corniculatus, Cocksfoot, Dorycnium, and Sulla could be direct drilled between the rows of Salt bush.



THE COMMON SEAL of  
THE OTAGO REGIONAL COUNCIL  
was attached in the presence of:



*[Handwritten signature]*  
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Chairman

*[Handwritten signature]*  
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Director

SIGNED by  
ROBERT CAMERON WHITE OF DUNEDIN and  
JOHN CHARLES WHITTLESTON OF TARRAS  
in the presence of:

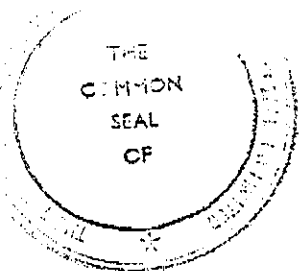
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Witness: *[Handwritten signature]*  
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Occupation: *[Handwritten: Trust Officer]*  
\_\_\_\_\_

Address: *[Handwritten: Dunedin]*  
\_\_\_\_\_

THE COMMON SEAL of  
THE TRUSTEES EXECUTORS AND AGENCY  
COMPANY OF NEW ZEALAND LTD  
was attached in the presence of:



*[Handwritten signature]*  
\_\_\_\_\_ SECRETARY  
*[Handwritten signature]*  
\_\_\_\_\_

**CERTIFICATE AND APPLICATION FOR REGISTRATION**

I, **RUSSELL WAYNE SCOTT** of Dunedin, Director of Corporate Services of the Otago Regional Council certify:

1. this agreement is a duplicate of the land improvement agreement made under Section 30(3) and 30A Soil Conservation and Rivers Control Act 1941 between the Otago Regional Council and The Trustees Executors And Agency Company Of New Zealand Ltd and Robert Cameron White of Dunedin and John Charles Whittleston of Tarras called the 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.



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R W Scott  
Director of Corporate Services  
Otago Regional Council

To; The District Land Registrar  
Otago Land Registration District.

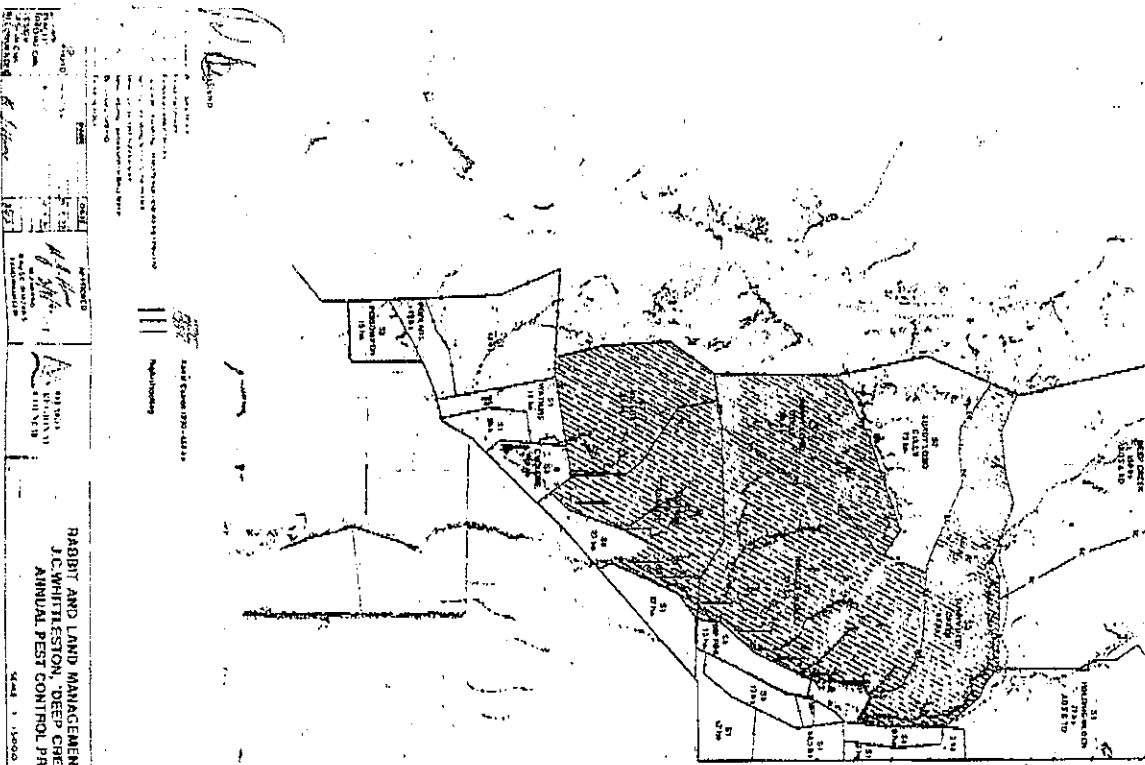


PROPOSED GRAZING MANAGEMENT - J. C. WHITTLESTON

PAN NO 51

ha	PADDOCK NAME AREA	Ram out		Shearing		Tailing		Weaning					
		↑MAY	↓JUNE	↑SEPT	↓OCT	↑NOV	↓DEC	↑JAN	↓FEB	↑MAR	↓APRIL		
5	SUNNY CAMP	200											
0	HUT BLOCK (ADS+TD)	260	700 M										
2	CAMP CREEK (ADS+TD)	170											
	CC'S BASIN (ADS+TD)	330											
0	TOP RIM	370											
5	SNOW TUSsock	400											
1	ARCHIES CREEK (ADS+TD)	117											
0	SUNNY ARCHIES (ADS+TD)	60											
1	MIDDLE BLOCK (ADS+TD)	132											
1	DEEP CREEK (ADS+TD)	150											
1	HOLDING BLOCK (ADS+TD)	77											
	SUNNY DEEP CREEK	64											
	LOWER SUNNY DEEP CREEK	30											
7	SHADY LONG GULLY	73											
	SUNNY LONG GULLY	70											
	HOGGET BLOCK	151											
4	SECTION (ADS+TD)	75											
3	MISERY	62											
	PADDOCKS & DOWNLANDS	347											

= R & L M BLOCKS



RABBIT AND LAND MANAGEMENT PROGH.  
J.C. WHITTESTON, DEEP CREEK, TARRAS  
ANNUAL PEST CONTROL PROGRAMME

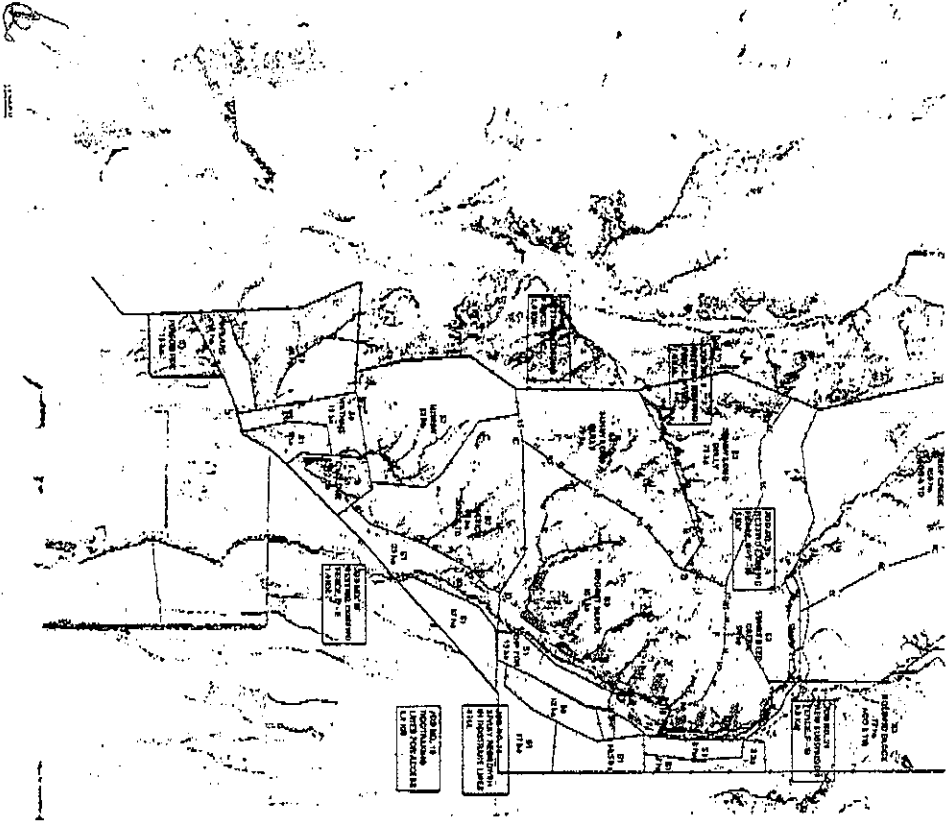
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FIRST YEAR 2005/06  
SECOND YEAR 2006/07  
THIRD YEAR 2007/08  
FOURTH YEAR 2008/09  
FIFTH YEAR 2009/10

SECONDARY CONTROL

YEAR	CONTROL METHOD	CONTROL AREA	CONTROL DATE
2005/06	1. MOUNTAIN GOATS	1. MOUNTAIN GOATS	1. MOUNTAIN GOATS
2006/07	2. MOUNTAIN GOATS	2. MOUNTAIN GOATS	2. MOUNTAIN GOATS
2007/08	3. MOUNTAIN GOATS	3. MOUNTAIN GOATS	3. MOUNTAIN GOATS
2008/09	4. MOUNTAIN GOATS	4. MOUNTAIN GOATS	4. MOUNTAIN GOATS
2009/10	5. MOUNTAIN GOATS	5. MOUNTAIN GOATS	5. MOUNTAIN GOATS

L 13083/4



PROJECT NO. 13083/5  
 PROJECT NAME: RABBIT AND LAND MANAGEMENT PROGRAMME  
 PROJECT LOCATION: J.C. WHITTESTON, DEEP CREEK, TARRAS  
 PROJECT DESCRIPTION: LAND MANAGEMENT WORKS PROGRAMME  
 PROJECT START DATE: 1/10/01  
 PROJECT END DATE: 31/03/02  
 PROJECT MANAGER: J.C. WHITTESTON  
 PROJECT COORDINATOR: J.C. WHITTESTON  
 PROJECT OFFICER: J.C. WHITTESTON  
 PROJECT ASSISTANT: J.C. WHITTESTON  
 PROJECT CONTACT: J.C. WHITTESTON  
 PROJECT PHONE: 03 474 5108  
 PROJECT FAX: 03 474 5108  
 PROJECT EMAIL: j.c.whitteston@land.dunedin.govt.nz  
 PROJECT WEBSITE: www.land.dunedin.govt.nz  
 PROJECT DOCUMENT NO. 13083/5

RABBIT AND LAND MANAGEMENT PROGRAMME  
 J.C. WHITTESTON, DEEP CREEK, TARRAS  
 LAND MANAGEMENT WORKS PROGRAMME

L 13083/5

- LEGEND
- FIRST YEAR PROGRAMME ENDING 2001
  - SECOND YEAR PROGRAMME ENDING 2002
  - THIRD YEAR PROGRAMME ENDING 2003
  - FOURTH YEAR PROGRAMME ENDING 2004
  - FIFTH YEAR PROGRAMME ENDING 2005

Dated

1992

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**BETWEEN THE OTAGO REGIONAL  
COUNCIL** a body corporate under the  
Local Government Act 1974 (called  
"the Council")

**AND THE TRUSTEES EXECUTORS AND  
AGENCY COMPANY OF NEW  
ZEALAND LTD and ROBERT  
CAMERON WHITE OF DUNEDIN and  
JOHN CHARLES WHITTLESTON OF  
TARRAS**  
(called "the Farmer")

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**LAND IMPROVEMENT AGREEMENT**

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From: LAND INFORMATION DUNEDIN

+64 3 474 5108

25/10/2001 14:21 #234 P.054/086

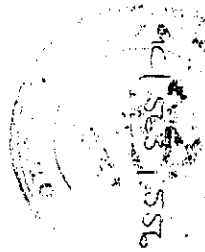
REGISTER

10/10/2001 14:21

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335/67



*[Handwritten Signature]*



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