

Crown Pastoral Land Tenure Review

Lease name : GALLOWAY STATION

Lease number : PO 180

Due Diligence Report (including Status Report) - Part 3

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.

April 09

Copied for purposes of CPL
tenure review due diligence from
file: P 180 Vol 5/820



CONSERVATION
TE PAPA ATAWHAI

LAND CORP ORATION
ALEXANDRA
RECEIVED
- 2 JUL 1991
A. J. DRA

1 July 1991

The Managing Consultant
Landcorp
Box 27
ALEXANDRA

- ① Geoff ^{swd}
- ② David
- ③ Copies on
40/gen
P30
P34
P180

Dear Sir

PNAP UPDATE

Danseys Report

By the time you receive this, all the draft Danseys reports will have been delivered to the various landholders. By and large they were well received and the various options for protection were discussed along with any other issues. At this stage all the landowners are agreeable to field inspections and further discussions later in the year, when we can get out on the ground. A couple have indicated that they probably will not sign anything as they are keen to freehold at some stage and therefore do not wish to compromise any future bargaining.

A day was spent on Mt Dasher as the manager, Tony Plunket, was doing some mustering out the back and invited me along. At this stage it is planned to make contact with John Wardell at Lake Hawea at some time in the future to discuss the RAP.

Negotiations have proceeded on Mt Stalker with B Groome, the manager, and his farm adviser. At this point, agreement has been reached in principle for two wetland/red tussock areas to be fenced and protected. Some fencing rearrangement is necessary and Department of Conservation will be responsible for this, along with any fence erections. Approval has been given for money to be spent on these RAPs. A draft conservation covenant has been sent to Mt Stalker to be passed on to the owner for comment. No further action will be undertaken until we hear back from the owner.

Manorburn

Galloway Station - negotiations have been successfully made with Andrew Preston on protection of the saline soil areas and the rare plants.

MAN 13 has been reduced in size and the front face above the Crawford Hills Road will be fenced to offer the best protection to the Lepidium plants. The road fence will hopefully be realigned with local council approval. It is also hoped to plant out some plants on this site in the spring. MAN 14 has been increased in size to encompass all of the saline soil areas and several other Lepidium sites. It is not envisaged that any fencing will occur, but the covenant will allow for fencing of portions of the area if monitoring indicates that it is necessary. Also the track through the RAP will be altered to reduced the possible tracking damage that can occur. Financial approval has been given and the covenant has yet to be sent out for final scrutiny, before signing.

On completion of these tasks we will write to you formally seeking your approval to enter into a covenant on both properties.

I trust that this brings you up to date on current issues.

Yours faithfully

A handwritten signature in cursive script that reads "Mike Clare".

Mike Clare
for Regional Conservator

P180

2P92

Copies on each Pse.

⊗

Copies to: copies of OPL
tentative view of assistance from
file: P180 Vol 5/813



CONSERVATION

File: EMC 2/1/5
P92
MAN 11

*Seatt
for your info.*
⊗

23 April 1990

Ken Taylor,
Managing Consultant,
Landcorp,
P.O. Box 27,
ALEXANDRA.

LAND CORP
ALEXANDRA
RECEIVED
26 APR 1990
P.O. BOX 27
ALEXANDRA

Dear Ken,

Manorburn PNAP Implementation

Work has commenced on implementation of the Manorburn report. To date most of those visited have been on freehold land. Two pastoral leases have been approached.

1. Andrew Preston - Galloway, has receptive in looking at a conservation covenant over the saline soil areas. To date a draft conservation covenant has been sent out for him to consider. I intend to follow this up soon and along with Andrew and Brian Patrick we hope we can define the boundaries on the ground.
2. Ralph Hore - Blackstone Hills. Initially not very receptive to any approach on PNA implementation. He did not question the values indicated and said he would ensure that the elements were informally protected. Mr Hore said that he was interested in freeholding his block and at that point he would perhaps be interested in doing some form of deal. He expressed interest in the conservation covenants we use on freehold land and I left him with a copy.

I have no doubt that given the right climate he will approach Landcorp and ourselves to do a deal.

Yours faithfully,

Mike Clare

Mike Clare,
for Regional Conservator.

CONSERVATION COVENANT

(Section 77 Reserves Act 1977)

BETWEEN PAMELA ALAYNE PRESTON of Galloway ROGER NORMAN MACASSEY
and TREVOR JOHN MASON of Dunedin
AND **MINISTER OF CONSERVATION** ("the Minister")
WHEREAS

A Section 77 of the Reserves Act 1977 provides that:

- i The Minister may agree with any owner or lessee of land that all or part of the land should be managed so as to preserve the natural environment or landscape amenity or wildlife or freshwater life or marine life habitat or historical value of the land.
- ii The terms of such agreement may be recorded in a Conservation Covenant which is registered against the title to the land or the lease so as to bind the land or the lease and its owner or lessee to the performance of the terms of the agreement, in perpetuity or for such other period as the parties may agree.

B The Landholders are registered as the Lessee of the land described in the Schedule ("the land") consisting of two underdeveloped saline soil sites with associated native flora and fauna.

C The Landholder and the Minister have agreed that the land be managed with the following conservation objectives:

- i Protecting and enhancing the natural character of the land with particular regard to the natural functioning of ecosystems and to the native flora and fauna in their diverse communities and dynamic inter-relationships with their earth substrate and water courses and the atmosphere.
- ii Protecting the land as an area representative of a significant part of the ecological character of the Manorburn Ecological District.
- iii Maintaining the landscape amenity values of the land.

NOW THEREFORE THIS DEED WITNESSES that in accordance with Section 77 of the Reserves Act 1977 the Landholder and the Minister **MUTUALLY COVENANT** that the land shall be managed for the purposes and objectives listed in recital C above, and in particular on the following conditions:

1 THE Landholders may graze the land to an extent consistent, in the opinion of the Minister, with the objectives of this Deed and will maintain all fences and gates on the land or its boundary in a good stockproof condition in order to facilitate proper grazing control.

2 THE Landholder will ensure that stock numbers are maintained within the existing limits within the RAP block, or such other stock numbers and stock types as may from time to time be agreed between the parties, subject however to clause 1.

3 THE Minister will establish fenced quadrat in order to determine what trends are occurring in the conditions of the native vegetation and the saline soils.

If an assessment over time determines that destocking of the area is desirable or it needs to be more tightly controlled, the Minister will meet full fencing costs of the two areas.

4 THE Landholder will, so far as is practicable:

- a Keep the land free from wilding pines gorse, broom, sweetbriar, and all other noxious plants and in particular shall comply with the provisions of, and any notices given under the Noxious Plants Act 1978.
- b Keep the land free from rabbits and vermin and in particular comply with the provisions of, and any notices given under, the Agricultural Pests Destruction Act 1967.
- c Keep the land free from rubbish and other unsightly or offensive material.

HOWEVER the Landholder may request assistance from the Minister in meeting these obligations if they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Deed.

5 (1) THE Landholder will not carry out nor allow to be carried out, without the Minister's prior approval:

- a The erection of any fence, building, structure or other improvements on the land whether for the Landholder's purposes or for other private or public purposes.
- b Any sowing of seed or topdressing on the land.
- c Any cultivation earthworks or other soil disturbance on the land.
- d Any tree planting on the land.
- e Any burning on the land.
- f Any prospecting or mining for minerals, coal or other deposit on or under the land.

- g Any stock access through the land and as far as practicable prevent stock congregations or camping.
- h In conjunction with the above (f) no supplementary feeding will occur with the RAP.

(2) THE Minister will have regard to the objectives of this Deed when considering any request for approval under this clause and will not unreasonably decline approval.

6 THE Minister may exercise his rights *to object to any mining licence application which conflicts with the objectives of this deed*

7 THE Landholder may permit members of the public access onto the land for purposes consistent with the objectives of this Deed and solely at his discretion on conditions that the Landholder may specify. That the Landholder allows the Minister to erect an appropriate sign(s) alongside the Crawford Road for interpretation purposes.

8 THE Landholder grants to the Minister and any officer or duly authorised agent of the Minister a right of access onto the land with or without vehicles motor vehicles machinery and implements of any kind for the purposes of examining and recording the condition of the land or for carrying out protection or maintenance work on the land consistent with the objectives set out in this Deed; HOWEVER in exercising this right the Minister and officers or agents of the Minister will consult with the Landholder in advance and have regard to all reasonable requests.

9 THE Minister will meet all survey and legal costs required to complete the registration of this Deed.

10 THE Minister will, in the event of wildfire upon or threatening the land, render assistance to the Landholder in suppressing the fire. This assistance will be at no cost to the Landholder; unless the Landholder was responsible for the wildfire through wilful action or negligence, including the case where the wildfire was caused by the escape of a permitted fire due to non-adherence to the conditions of the permit.

11 THE Minister may:

- a Provide to the Landholder from time to time and at any time upon request by the Landholder such technical advice or assistance as may be necessary or desirable to assist in meeting the objectives set out in this Deed.
- b Change individual conditions of this covenant by mutual agreement with the Landholder should there be any change in circumstances in the future.
- c Prepare, in consultation with the Landholder, a joint plan for the management of the land designed to implement the objectives of this Deed to the mutual satisfaction of the parties.

12 FOR the avoidance of doubt:

- a The covenants contained in this Deed shall bind the Landholder and the Landholder's heirs executors successors and assigns in perpetuity. On a renewal of the lease or if a new lease or fee simple title of the land is granted to the Landholder or the Landholder's heirs successors executors and assigns the terms of this Deed shall continue to apply.
- b The Landholder will not be personally liable in damages for any breach of covenant committed after he/she/it has parted with all interest in the land in respect of which such a breach occurs.
- c Where there is more than one owner of the leasehold or fee simple title to the land, the covenants contained in this Deed shall bind each owner jointly and severally.
- d Where the Landholder is a company the covenants contained in this Deed shall bind a receiver liquidator statutory manager or statutory receiver. Where the Landholder is a natural person this Deed shall bind the Official Assignee. In either case this Deed binds a mortgagee in possession.
- e The reference to any Act in this Deed extends to and includes any amendment to, or re-enactment of that Act.
- f Any notice required to be given in terms of this Deed shall be sufficiently given if made in writing and served as provided in Section 152 of the Property Law Act 1952 and shall be sufficiently given if actually received by the party to whom it is addressed or that party's solicitor.
- g Any notice required to be given by the Minister shall be sufficiently given if it is signed by the Regional Conservator, Department of Conservation, Dunedin. Any notice required to be served upon the Minister shall be sufficiently served if delivered to the office for the time being of the Regional Conservator, Department of Conservation, Dunedin.
- h Any dispute which arises between the Landholder and the Minister in any way relating to this Deed may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1908.

DATED the

day of

19

SCHEDULE

Part of the land situated in the Land District of Otago containing 35 ha more or less, subject to survey being part of Run 565, Block 8 Tiger Hill Survey District.

P 92, P 180, P 354, P 356, P 371

27 Sept 1990

NOTE FOR FILE

Presentation to Lessees of Manorburn Protected Natural Areas Survey
Report prepared by Brent Fagan.

All lessees with RAP's identified on their properties were visited by Brent Fagan, Tony Perrett (DOC) and David Clarke (Landcorp) on the 25 and 27 September 1989. The report covers only botanical values with a report on Landscape values in preparation and a survey of historical sites to be completed in the next six months.

Fifteen RAP's have been identified in the Manorburn Ecological District on 25 properties of which five are Pastoral Leases. Two Pastoral Lessee's in the Teviot area refused their consent for the survey to be carried out. (P 129 The Knobbies and P 83 Cairnhill)

The report and areas identified were explained to the lessees by Brent Fagan and following this DOCs role in implementation and the possible methods able to be used were outlined by Tony Perrett. Main methods put forward were:

1. Management Agreement - Not registered on title and therefore not binding on future owners. No 1.5km fire permit area under FRF Act.
2. Conservation Covenant - Registered on title and binding on subsequent owners. Usually in perpetuity. No 1.5km fire permit area under FRF Act.
3. Reserve - Land withdrawn from title and transferred to DOC Estate. Does have 1.5 km fire permit requirement.

My main role was to explain the LSBs ruling on not granting any discretionary privileges over RAPs until negotiations regarding protection have concluded one way or the other.

P 354 Little Valley

Visited on 25 September 1989. Mr Gray Sullivan, Ian Chenowyth and Kate Stenhouse were all present. The RAP is situated in the back block and is a large area of mainly red tussock country which has a burning permit over a large portion at present. The burn has not been carried out yet with only some back burning of a firebreak completed so far. This permit has also been granted for next year.

The lessees showed considerable interest in the report and are keen for DOC to come back with a solid proposal for negotiation. They are hoping that any proposal would not involve a change in their farm management and that DOC may be able to help control recreation in the area which causes problems of damage to fences, huts, tracks and a large litter problem.

P. 371 Matangi Station

Visited on 25 September 1989. Lessees were shearing at the time and it would have been preferable if Brent Fagan had phoned a couple of days prior to the visit to ensure that they were available rather than relying on a letter sent two weeks beforehand.

We were able to speak to Mr A C Sanders and his three sons for a reasonable amount of time and present them with the report on their RAP. These lessees were very apprehensive and less approachable than those at Little Valley. The RAP covers an area from Pinelheugh to almost the subdivision fence between Middle Country and Back Country. This RAP covers a wetland through an area of red tussock and up into snow tussock around the Pinelheugh.

Mr Sanders questioned the identification of this area as during B Fagans earlier visit he had stated that there was very little of interest in this area but then identified it as an RAP. Furthermore the bulk of this area had been burnt the winter prior to the PNA survey.

The Sanders were not very interested in negotiation and are not prepared to change their present management in any way. They have stated a wish to oversow a large amount of their back country to reduce the infestation of hawkweed however this is not likely to include the RAP.

P 356 MT CAMPBELL STATION

Visited on 25 September 1989. The lessee, Walter Sanders had not received the letter stating the purpose and time of visit and so was very busy. Once again a phone call prior to the visit would have been useful.

The RAP is situated in Walters Gorge (East branch of Little Valley Creek) directly behind the homestead and next to the boundary with Little Valley. This RAP was identified due to the presence of Totara and Kowhai as well as other scrub species in the gorge which has escaped burning and grazing due to the nature of the topography.

The lessee was busy mustering and so only a short conversation was managed. Lessee was very reluctant to discuss any sort of possibilities for protection.

P 180 GALLOWAY STATION

Visited on 25 September 1989. Andrew Preston (lessee) was not available at first due to having forgotten about the appointment made in B Fagans letter. The lessee finally arrived and we were able to have a lengthy discussion.

RAP is actually in two parts both of which are very small (about 10 ha each) and are located on Crawford Hills Road. The areas are saline sites which contain some very rare salt tolerant plants, a rare grasshopper and some stone tools. Both these sites contain very little grazing.

The lessee showed considerable interest in protecting these values and was prepared to allow partial or complete fencing of the areas concerned. As far as formal protection goes the lessee was in favour of a Management Agreement but unsure of going any further.

P 92 BLACKSTONE HILL

Visited on 27 September 1989. Both Ralph and Reuban Hore were present.

The RAP on this property is situated in a large scrubby gully directly behind Ralph Hores house and was identified due to being a habitat for some rare shrub species. As with the RAP on J W Sanders property these species have survived due to the area not being able to be burnt or grazed (except by rabbits).

The lessees were not prepared to talk formal protection unless something would be done to reduce rabbit infestations on the property. The lessee did enquire as to why DOC were not going out and buying areas which had been identified to which Mr Perrett replied that this option was being pursued in some instances.

This particular RAP is not in great danger of being destroyed if protection is not negotiated in the immediate future but is under some threat from rabbits, briar, some broom and the possible grazing by wild goats. DOC made clear that if protection were negotiated that they would pick up the costs of pest control.

SUMMARY

The meetings were poorly organised and relied on the farmers having received and taken note of the letters sent out. Telephone calls to each farmer closer to the time should have been made to ensure each meeting time was suitable. In most cases B Fagan and DOC were given a fair hearing with the overall reception being better than I would have expected.

Other research into landscape and Historic values should be completed by early next year and following this each farmer will be contacted again by the implementation team containing a Conservation Officer and Farm Consultant.

The RAPs should pose few problems regarding with-holding of discretionary privileges as only those on Little Valley and Matangi are in areas where applications may be received. The RAP in Matangi was burnt in 1988 and the RAP in Little Valley is due to be burnt in 1990 meaning no more applications to burn should be received for about 5 years by which time negotiations should have concluded.


D. J. Clarke
Consultant

Noted
m/c

THIS COPY

copied for purposes of CPL
 tenure review due diligence from
 file: P180 Vol 1/6

Reference: P 180 & 3/16/5
 Our Reference: R & LM Plan T4710



LANDCORP
 LANDCORP PROPERTY LIMITED

7 November 1992

Mr D Ross
 R & LM Programme Manager
 Landcare Research
 P O Box 276
 ALEXANDRA

Dear Don

R & LM PROPERTY PLAN T4710: GALLOWAY

The above property Plan has been perused by our Alexandra staff and we have consulted with DOC in terms of our requirements.

I am pleased to advise that I have agreed to the plan in terms of the Land Act 1948. I would like the following points to be noted:

1. All parties including Landcorp should meet at an early date to establish the nature and degree of vegetation monitoring required.
2. Landcorp is concerned about possible grazing pressure on the "contingency" blocks outside the R&LM Plan area and will be discussing block limits for some of these areas.
3. Landcorp wishes to be involved in periodic review of this plan (at least annually) and would like the plan to be modified if changes become necessary and apparent during this process.
4. Separate consent will be required for discretionary activities including earth disturbance prior to work commencing.
5. Two conservation covenants are being prepared for the property.

My agreement will enable the Land Improvement Agreement to be registered on the title.

I enclose a copy of our Consultant's report for your information.

Yours faithfully

K R Taylor
 Manager, Alexandra
 LANDCORP PROPERTY LTD

ur Ref: P180

5 November 1992

Manager
Landcorp Property
ALEXANDRA

APPLICATION: APPROVAL TO ENTER R & L M PROGRAMME (ORC PLAN NO T4710) - P180 - GALLOWAY STATION

1. SUMMARY

1.1 Property Details

Lessee:	K F Preston No 2 Family Trust (Trustees: Pamela Alayne Preston, Roger Norman Macassey and Trevor John Mason).
Approved Manager:	Mr Andrew Preston.
Area:	11275.0463 ha pastoral lease. 133.00 ha freehold.
Legal Description:	Part Run 565, Block VI, Tiger Hill Survey District.
Location:	Galloway, 7km north east of Alexandra.
Expiry Date:	30 June 2023.
Annual Rent:	\$3540.00.
Stock Limit:	Base Stock Limit: 4400 Sheep. Current Stock Limit: 8000 Sheep (3000 BE) 60 Cattle

1.2 Rabbit Proneness Classification

5875 hectares or 51% of this 11408 hectare mainly pastoral lease property has been included within the R & L M Scheme. The total R & L M area is located in two parts, firstly on the low altitude sunny depleted Crawford's and Middle Block country situated towards the northern or homestead end of the property, and secondly, at the lower or northern end of the Manorburn Reservoir including Tin Hut and Top Peninsula Blocks. In terms of proneness rating the R & L M area is extreme in the northern area around Middle Block and highly prone in the vicinity of Manorburn Reservoir.

1.3 Programme Objectives

- To reduce the rabbit population on extreme and high prone areas.
- Prevent the spread of rabbits from the above areas.
- Prevent cross infestation between neighbouring properties.
- To introduce alternative rabbit control methods thereby increasing the interval between poisonings and decreasing the potential for neophobic populations to develop.
- Integrate physical and management factors on the land to achieve the above objectives.
- Preservation of the land resource to maintain the land's potential for future use.

1.4 Physical Five Year Programme

1.4.1 Primary Control

All grant assisted poisoning was completed in the first year of the plan, reducing rabbit numbers from an average of 72 per kilometre down to approximately 11 per kilometre after the poison.

1.4.2 Secondary Control

The main method of secondary control has been a programme of night shooting which is being carried out at more intensive levels to reduce the rabbit population to less than 1 per kilometre (night count). A mix of secondary control measures is being used including helicopter shooting and trapping with the overall aim of keeping rabbit numbers to extremely low levels with the desire to eliminate the need to poison.

1.4.3 Netting of Fences

A programme of fence netting has been completed to achieve the following aims:

- 25.7 km fencing to isolate the R & L M land from surrounding properties.
- 14.2 km netting to isolate land of varying rabbit proneness.
- 16.7 km of netting to compartmentalize the R & L M land on Galloway Station.

1.4.4 Access Tracking

A total of 10 kilometres of access track is planned for Top and Middle Crawford's Blocks to allow follow up rabbit control by night shooting mainly, on areas which have previously been inaccessible due to rough terrain.

1.4.5 Warren Ripping

Approximately 10 hectares of deep ripping is proposed for warren areas within Tin Hut Block, in order to eliminate established rabbit habitat areas.

1.5 Land Use and Management Systems

On the R & L M land on the front section of the property from Plot Block through to Barclays the average stock units per hectare amount to approximately 0.5 stock units per hectare per annum. It is planned that this land will be grazed at reduced levels one year in every three at 0.25 of the annual average grazing level. During times of drought, grazing pressure will be reduced on the rabbit prone country by making greater use of higher altitude blocks both earlier and later in the season and also progressively quitting sheep on the freehold irrigated lands and transferring run sheep onto this land.

Bottom, Middle and Top Forks Blocks which are traditionally extremely rabbit prone areas and very depleted sunny country; will be used for grazing cattle only at a level of 0.14 stock units per hectare per year which will effectively limit grazing to the rank grass growth present adjacent to the Manorburn.

1.6 Land Improvement Agreement

A Land Improvement Agreement will be registered on the title of this property and will include the agreed grazing and spelling as layed out within Section 5. Periodic assessment and evaluation will also be applied to the programme with regard to primary and secondary control, with an annual report being made to finalise anticipated works for the coming year.

2. COMMENTS

Through the comprehensive programme of boundary and internal netting of the R & L M area an effective basis has been prepared to achieve suitable poisoning boundaries and reduced infestation of rabbits from adjoining areas whether they be from neighbouring properties or internal infestations within Galloway itself. The land management practices proposed within the plan on the R & L M area should, in conjunction with effective rabbit control, achieve the desired improvement in vegetation cover while creating the opportunity for revegetation through natural seeding and direct drilling on areas around the Manorburn Reservoir. Assuming that effective rabbit control is maintained, the consequent reduction in grazing load on R & L M Blocks should result in significant revegetation taking place at the proposed stock levels as outlined within the Plan.

It will be necessary to monitor vegetation trend and adjust stocking accordingly, if the expected revegetation is not occurring.

One contingency measure for reducing grazing on the R & L M area during prolonged dry spells is to make greater use of higher altitude blocks both earlier and later in the season. It is important to ensure that this measure does not result in overgrazing of these higher altitude blocks, which, particularly in the case of Horseshoe Block, would appear to be utilized at their upper limit already. Monitoring of vegetation condition and trend should also be extended to cover these blocks, with the possibility of overall stock reduction being negotiated if persistent contingency grazing is required.

The ongoing cost of rabbit control following completion of the R & L M programme is stated as being \$35,000 for secondary control. Along with the 5878 hectare R & L M area, a further 5444 hectares are included in the rabbit control area funded from Pool moneys. This area in the coming financial year will cost \$6.34 per hectare for rabbit control over and above the R & L M cost. Ongoing rabbit control costs following completion of the R & L M Plan plus the ongoing costs on the "pool area" are estimated as possibly amounting to between \$4 and \$8 per stock unit on an annual basis assuming a stocking level of 7800 stock units.

Farmers Share	\$172,643
Works Grant	\$417,135
Planning & Supervision Grant	\$ 64,163

TOTAL COST OF R & L M PLAN	\$653,941
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Grant Cap (\$460,774)

3. **DOC CONSULTATION**

A copy of the DOC comment regarding Galloway Station including a statement from the New Zealand Historic Places Trust applying to R & L M proposals generally, has been attached to this report, however it is noted that DOC have no comment on this plan apart from noting that throughout the front country and in particular on Point and Station Gully Blocks, rare saline soil plants exist. DOC also note that these areas should ideally remain bare or semi bare. It is also noted that the two key areas of saline soils are protected under conservation covenants.

4. **RECOMMENDATIONS**

That Landcorp Property approve Rabbit and Land Management Programme T4710 subject to the following provisions:

- That as soon as practicable the relevant organisations involved with this R & L M programme, including Landcorp Property meet to jointly establish the nature and degree of an additional vegetation monitoring programme acceptable to Landcorp Property. Such an extended programme should cover all R & L M Blocks as well as those higher altitude blocks intended for contingency grazing use during prolonged dry spells including Horse Shoe and Back Blocks.
- The negotiation of stock grazing limits should also be considered for these contingency grazing blocks.
- That Landcorp Property, Otago Regional Council and the Lessee jointly review the plan at least on an annual basis to assess progress and to determine the need for and scope of change required in the area of pest control techniques, pastoral management and land use, including alternative use.
- That necessary changes identified during the annual review be initiated as part of the R & L M Plan.
- That the usual consents be obtained for discretionary activities including earth disturbance, prior to the commencement of work.
- That the existence be noted of rare saline soil plants located on the front country both in conservation covenant areas and elsewhere.

G W Heward

G W Heward
Consultant

Agreed
MGS
2/11/92

> Peter Diver
Otago Regional Council
ALEXANDRA

cc S I Assets Manager
CHRISTCHURCH

cc Regional Conservator
Department of Conservation
DUNEDIN



CONSERVATION
TE PAPA ATAWHAI



Our ref: P 180, P 356

20 October 1992

The Manager
Landcorp
Box 27
ALEXANDRA

ATTENTION G Heward

Dear Sir

RLMP - GALLOWAY/MT CAMPBELL

In response to the above RLMP, you may like to note the following points for your information:

1 Galloway Station

Overall we have no comments on the RLMP, but would like to note that throughout the front country, in particular "Point and Station Gully", rare saline soil plants exist. Ideally these should remain bare or semi-bare. While the two key areas are protected under conservation covenants, there are a number of smaller areas potentially at risk of which Andrew Preston is aware. You may care to note these points in your summary.

2 Mt Campbell

No comment.

Yours faithfully

Mike Clare
Senior Conservation Officer (PNA/Pastoral)
for Regional Conservator

22 February 1992

Tony Perrett,
Dept of Conservation,
Dunedin.

Dear Tony,

Rabbit Land Management proposals and historic sites

After looking at two or three of the farm plans under this scheme, I have some general comments to make.

Tracking and fencing

Where poisoning is to be done, there is likely to be some extra tracking put in and a few more air strips, and lines are likely to be bulldozed for new fencing. I thought it worth reminding everyone concerned on the following points.

When new tracks are put in, old water races should not be used as basis for the track.

Areas of tailings should not be used as a source of gravel.

Airstrips should avoid reservoirs which are often built on gentle flat ground.

Alternative uses

If forestry is being considered, trees should not be planted on tailings, sluice pits or races. In some particular case, however, this is considered to be too restrictive a condition an authority should be sought from the Historic Places Trust. This will provide an avenue for consultation with the local filekeeper, usually Ken Thomlinson.

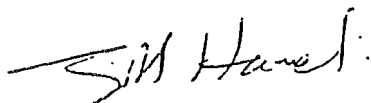
Subdivision for "lifestyle" blocks.

Historic cottages and sites with their associated tree plantings are increasingly seen as desirable living sites. This could work to the advantage of the historic values if a suitable covenant is applied before sale or a condition placed on a lease of the site. The covenant should provide protection for visible remains, consultation with the Historic Places Trust and provision for an archaeologist to be present during any earth disturbance around a historic site. Sites over 100 years old are of course protected, and the covenants would be most useful for protecting sites between 50 and 100 years old.

Control operations

Earth disturbance such as root raking sweet briar could be very damaging to historic tailings, races and sluicings. Where ground that has not been cultivated previously is being considered for root raking, there should be provision for an archaeological survey of some sort. In dense briar this could be tricky, but the archaeologists should be given some chance to tackle the

Yours sincerely,



Jill Hamel, Filekeeper, East Otago

885685.1

TE

MEMORANDUM OF TRANSFER
(GRANT OF EASEMENT IN GROSS)

WHEREAS the IDA VALLEY IRRIGATION COMPANY LIMITED a duly incorporated company having its registered office at Alexandra (herein called "the Grantee") is a company involved in the supply of water under an Irrigation Scheme purchased from the Crown by the Grantee to which Scheme the provisions of the Irrigation Schemes Act 1990 apply

AND WHEREAS the Grantee is entitled pursuant to the provisions of the Irrigation Schemes Act 1990 to obtain a registered easement over and across the land of all persons or bodies over whose land the irrigation scheme water races natural gullies syphons pipelines weirs dams and other structures existed at the time the irrigation scheme was purchased by the Grantee from the Crown

AND WHEREAS the land owned by the Grantor named in the Schedule hereto is land meeting that requirement and the Grantor has agreed to grant to the Grantee an easement in gross over that land in the terms hereinafter contained

AND WHEREAS there is annexed hereto a diagram or diagrams of the land owned by the Grantor and referred to herein on which diagram or diagrams are shown the course of the irrigation races owned by the Grantee and as purchased from the Crown

AND WHEREAS the term "irrigation races" whenever used herein shall mean and include all water races natural gullies ditches channels tunnels pipelines syphons measuring boxes dams weirs structures and other constructions and chattels used by the Grantee as part of the Ida Valley Irrigation Scheme

NOW THEREFORE IN CONSIDERATION of the premises and pursuant to the provisions of the Irrigation Schemes Act 1990 the Grantor DOES HEREBY TRANSFER AND GRANT unto the Grantee and its successors AS AN EASEMENT IN GROSS FOREVER :

- A. The full free uninterrupted and unimpeded right to have and maintain irrigation races over the land of the Grantor in positions shown coloured orange and marked "A-B", "C-D" and "E-F" on the diagram or diagrams annexed hereto.
- B. The full free uninterrupted and unimpeded right to convey and transport water over along and through those irrigation races across the land of the Grantor.
- C. The full free uninterrupted and unimpeded right for all or any irrigation races presently existing to remain on the land of the Grantor in such site as they may presently occupy.

- D. The full free uninterrupted and unimpeded right for the Grantee with or without its agents servants workmen engineers and employees and with or without any necessary vehicles implements tools pipes machines and equipment of any nature or kind whatsoever to enter upon the lands of the Grantor at any time and from time to time for the purpose of maintaining repairing renewing or replacing the said irrigation races owned by the Grantee and situated upon the land of the Grantor including the right to open up soil of the land as may be necessary.
- E. The full free uninterrupted and unimpeded right to occupy and use the land forming the course of the irrigation races on each side of each and every irrigation race to a reasonable distance necessary for the proper operation of the irrigation scheme and to enable access along the course of the race by people vehicles and machinery and for benching and construction of new benching as necessary and the deposit of soil and other matter removed therefrom PROVIDED THAT the area of such land shall not exceed a strip ten metres wide along the entire length of the course of the irrigation races and measured either wholly on one side of its course or partly on one side and partly on the other but so that at no point of the course shall the total width measured on both sides exceed more than ten metres.

AND UPON the following terms and conditions:

1. The Grantee shall ensure that in exercising the right hereby conferred there is caused as little damage as possible to the land of the Grantor and that all necessary works undertaken shall be completed with all reasonable despatch and any damage caused to the land of the Grantor shall be promptly remedied by the Grantee at the cost of the Grantee so that the land of the Grantor shall be reinstated the same as nearly as is reasonably possible to the condition it was in prior to such work.
2. The parties acknowledge that any fences or gateways on or adjacent to the irrigation races on the land of the Grantor are the property of the Grantor who is solely responsible for the repair maintenance and replacement thereof SAVE that in the event of any damage to them done by the Grantee the same shall be remedied by the Grantee at the expense of the Grantee.
3. The Grantee shall be responsible for any damage caused to the land of the Grantor by any escape of water carried in the irrigation races unless the same shall have come about as a result of the action or omission of some other person (including that of the Grantor) or body or by Act of God (as for example a cloudburst overflowing the race) AND in the event of any such escape of water the Grantee will immediately and at its own cost repair any damage so caused and reinstate the land the same as nearly as is reasonably possible to the condition it was in prior to such escape SAVE that the Grantor shall not be entitled to

compensation for or in respect of matters associated with the loss of use of land of the Grantor unless it shall be proved the Grantee has been dilatory in carrying out its obligation to repair and reinstate the land under this provision.

4. The Grantee and its servants agents employees contractors and workmen shall have the right at any time and from time to time without being deemed to commit a trespass and without payment of compensation or damages to enter upon the land of the Grantor as hereinbefore set out or upon any other land owned connected or associated to the Grantor and which the Grantee has in the past customarily used for the purpose of access so that the Grantee may fully exercise the rights given to it under this easement and for the operation of the irrigation scheme including (but not exclusively) the maintaining repairing cleaning replacing or reconstructing the irrigation races and all other works owned by the Grantee and the gauging or otherwise determining the quantity of water in or delivered by the irrigation race or races or any pipe and for the viewing of the condition of such irrigation races.

5. The Grantor shall ensure that access by the Grantee to any such irrigation race owned by the Grantee and used in the operation of the irrigation scheme is not in any way restricted or imperilled and at all times is kept available to the Grantee and to its servants agents workmen contractors employees and all or any other person or persons acting for or on behalf of the Grantee AND in respect to any future development by the Grantor alongside any such irrigation races the Grantor will ensure that such development does not impede restrict limit or otherwise in any way inhibit or impair that access AND will ensure that no trees are permitted to grow or fences erected adjacent to or in the vicinity of such irrigation races so as to cause any blocking or interference with the same or any damage thereto or impede or prevent access thereto or cleaning thereof AND will at the Grantor's own cost in all things remove any tree or trees fence or fences that may be determined by the Grantee as causing or contributing to any such impedance or prevention of access or cleaning or blockage or interference or damage and will remedy or repair any such immediately and to the Grantee's satisfaction.

6. The Grantor will ensure that in any farming or other operation upon the land of the Grantor no damage is done to the irrigation races of the Grantee and that no interference is caused thereto or blockage impediment or limitation created in respect thereof AND in the event that any such should happen or occur the Grantor will immediately and at the cost of the Grantor in all things repair and remedy such to the satisfaction of the Grantee and in the event that the Grantor should fail or omit to do so then the Grantee shall be entitled to do so and to charge the cost of the same to the Grantor and recover the same from the Grantor as liquidated damages.

7. The Grantor and the Grantee may by mutual consent vary these terms and conditions as applicable to the easement hereby granted.

8. All costs and expenses of and relating to the preparation and registration of this easement shall be paid by the Grantee provided however the Grantor shall meet the Grantor's own cost (if any) in having this document perused by the Grantor's own advisers.

9. In any case where the Grantee shall be involved in maintenance and renewal or replacement of any irrigation races as presently existing and in the course of such activities should wish to increase the size of or alter the nature of (as for example by piping a presently open race) any such irrigation race from that as existing at the time of the grant of this easement then the following provisions shall apply:

- (a) The Grantee shall first give written notice by registered mail to the Grantor at the Grantor's last known address contained in the Grantees records of the intention of the Grantee to do such work and detailing the nature of such work and such notice shall give the Grantor one month to lodge with the Grantee an objection in writing to such work being undertaken.
- (b) If no objection is received within the one month time limit the Grantee shall be entitled to proceed and do such work as detailed in the written notice sent to the Grantor and the Grantor shall be deemed to have consented to the same and the same shall for all purposes be deemed to be legally and properly done pursuant to this provision and to fall within the terms of the easement hereby granted.
- (c) The Grantor's grounds for objection are limited to the nature of the work causing more than a minimal loss of use or damage to the land.
- (d) Following the receipt by the Grantee of an objection from the Grantor a meeting (at a time and place nominated by the Grantee) shall be held between the Grantor and Grantee within two months of the objection being received in order to resolve the objection and to allow work to proceed. If the Grantor fails to attend such meeting then the Grantee can ignore the objection and proceed with the work detailed in the notice previously given to the Grantor and the Grantor shall be deemed to have consented to the same and the same shall for all purposes be deemed to be legally and properly done pursuant to this provision and to fall within the terms of the easement hereby granted.
- (e) If the meeting does not resolve the objection to the satisfaction of both parties then the objection shall be referred to arbitration pursuant to the provisions of the Arbitration Act 1908 (as amended) and the decision of such arbitration shall be binding on both parties.

- (f) Where the need for such work shall arise due to sudden and unforeseen damage to the irrigation races the Grantee shall be entitled (with or without the consent of the Grantor) to proceed immediately to do such work and without the need to give the Grantor the prior written notice outlined above.
- (g) In carrying out any such work whether with or without the consent of the Grantor or otherwise the provisions of Clause 1 hereof shall apply in like manner.

10. The Grantee shall ensure that at all times the operation of the irrigation scheme and the cleaning maintenance repair and replacement thereof shall be done so as to cause as little interference as possible to the Grantor in the Grantor's use of the land and the Grantee shall make all effort as might be reasonable or practicable to minimise such interference and to reduce or minimise any nuisance caused by the existence or operation of the irrigation scheme on the land of the Grantor PROVIDED HOWEVER that this provision shall not require the Grantee to reduce or minimise any interference or nuisance below the level existing at the time of acquisition of the irrigation scheme by the Grantee from the Crown.

11. The Grantee shall be entitled following consultation with the Grantor and with the consent of the Grantor to undertake any major repair replacement or reconstruction works on the irrigation races and to upgrade or alter the alignment of the irrigation races so that following such work they would occupy a position on the land of the Grantor different from that which they occupied at the time of granting of this easement and in such case this easement shall be deemed to apply in all aspects to the irrigation races as they exist following completion of work by the Grantee.

12. In any case where the present area of land occupied by the Grantee forming the course of the irrigation races presently exceeds the total width authorised by this easement then such presently existing use by the Grantee shall be deemed to be within the terms granted by this easement and this easement shall apply in full to such area as if the maximum width authorised had not been exceeded and as if the irrigation races and works were existing within the maximum total width authorised by this easement and in any case of repair reconstruction or re-alignment of any irrigation race where the completed works exceed the total maximum width authorised by this easement then this easement is to apply wholly thereto as if that total width was not exceeded.

SCHEDULE

Name of Grantors: PAMELA ALAYNE PRESTON formerly of Galloway, Married Woman, ROGER NORMAN MACASSEY of Dunedin, Solicitor and TREVOR JOHN MASON of Dunedin, Chartered Accountant ^{*but now of Christchurch, Widow}

Legal Description:

Estate: Leasehold under Pastoral Lease No. 180
Area: 11275.0463 hectares / P^t
Section 9 and 63 Block VI TIGER HILL SURVEY DISTRICT Runs 565 and 565A, Tiger Hill, Cairnside, Cairnhill, Long Valley and Manor Survey Districts
Certificate of Title: 386/91 (Otago Registry)

- SUBJECT TO:
1. Mining Licence 670023
 2. Pipeline Licence 692714
 3. Caveat 806857
 4. Mortgage 858944/6
 5. Land Improvement Agreement 872991

IN WITNESS WHEREOF these presents have been executed this 29th day of June 1995

SIGNED by the abovenamed)
PAMELA ALAYNE PRESTON) P.A. Preston
as Grantor in the)
presence of:)

Gibson
Law Clerk to Cook
Allen Gibson
Solicitor Dunedin

SIGNED by the abovenamed)
ROGER NORMAN MACASSEY)
as Grantor in the)
presence of:) *R.N. Macassey*

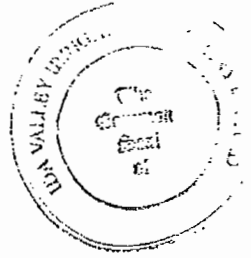
Gibson
Law Clerk to Cook
Allen Gibson
Solicitor Dunedin

SIGNED by the abovenamed)
TREVOR JOHN MASON)
as Grantor in the)
presence of:)

Gibson
Law Clerk to Cook
Allen Gibson
Solicitor Dunedin

SIGNED by IDA VALLEY
IRRIGATION COMPANY LIMITED
as Grantee by affixing
its Common Seal in the
presence of:-

)
)
)
)
)

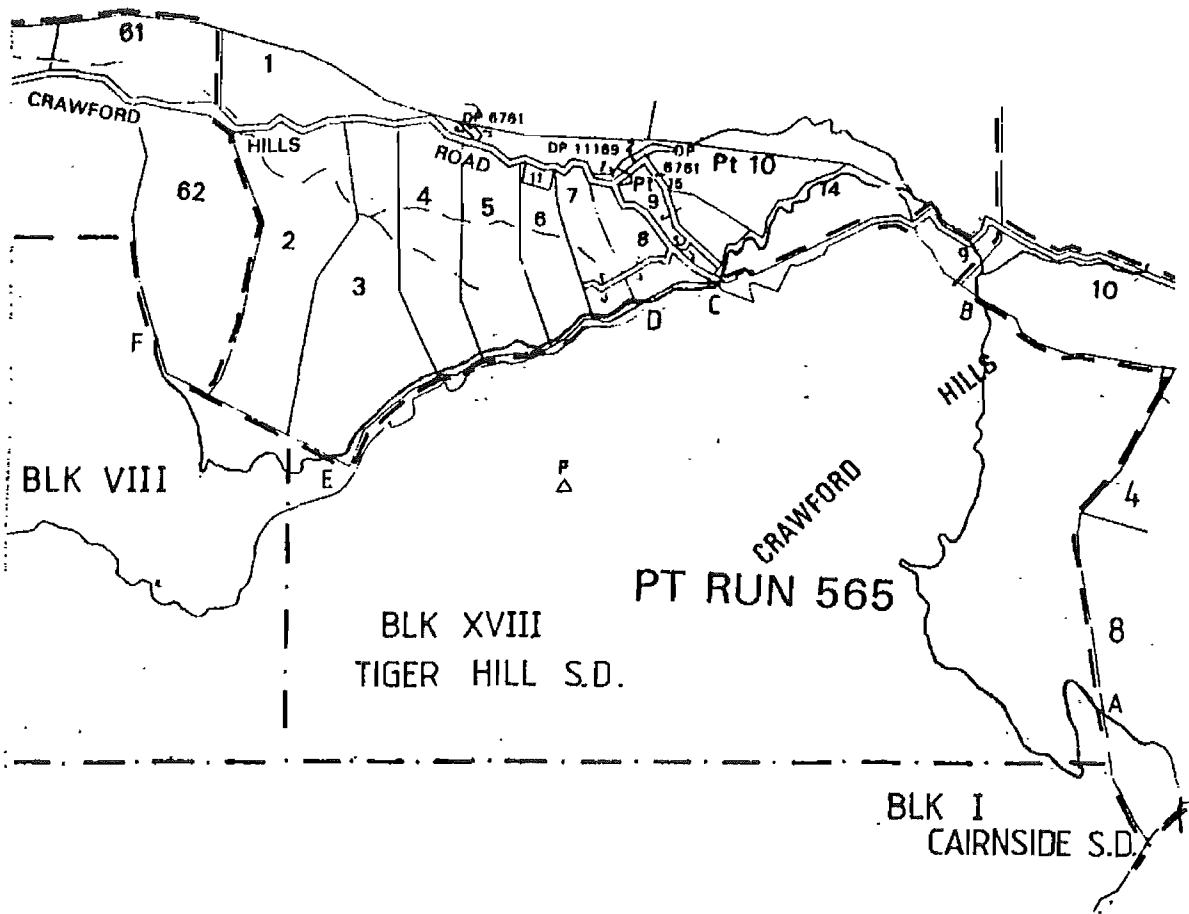


IDA Valley, Director
John R. Peterson Receiver

The Minister of Conservation being Caveator under Caveat Number 806857 hereby Consents to the registration of the within Transfer.

SCHEDULE OF EASEMENTS

Shown	Purpose	Servient Tenement	Grantee	C T	Owner	Plan N ^o
A-B, C-D, E-F	<i>Right to Convey Water</i>	PT RUN 565 BLK XVIII & VIII TIGER HILL S.D	<i>Ida Valley Irr. Co. Ltd.</i>	386/91	R.A PRESTON T.J MASON R.N MACASSEY	65



**DIAGRAM OF IRRIGATION RIGHT
PREPARED PURSUANT TO THE
IRRIGATION SCHEMES ACT 1990
IDA VALLEY IRRIGATION CO. LTD.**

PREPARED BY **C. HUGHES & ASSOCIATES**
SURVEYING CONSULTANTS
CROMWELL

Scale 1:50000
Date Feb 1995
Job N^o 3564

MEMORANDUM OF TRANSFER
(EASEMENT IN GROSS)

Correct for the purposes of the Land
Transfer Act, 1952

[Signature]
.....
Solicitor for the parties

PA PRESTON AND OTHERS.....Grantors

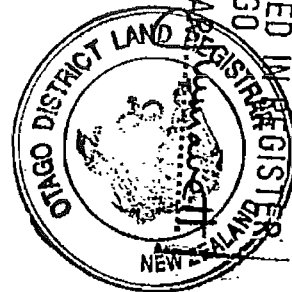
IDA VALLEY IRRIGATION.....Grantee
COMPANY LIMITED

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

.....
Assistant/District Land Registrar

of the District of.....
=====

11.35 30 JUN 95 885685/1
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR
3861911



PL HALL
SOLICITOR
ALEXANDRA



885685.2

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MEMORANDUM OF TRANSFER
(GRANT OF EASEMENT IN GROSS)

WHEREAS the IDA VALLEY IRRIGATION COMPANY LIMITED a duly incorporated company having its registered office at Alexandra (herein called "the Grantee") is a company involved in the supply of water under an Irrigation Scheme purchased from the Crown by the Grantee to which Scheme the provisions of the Irrigation Schemes Act 1990 apply

AND WHEREAS the Grantee is entitled pursuant to the provisions of the Irrigation Schemes Act 1990 to obtain a registered easement over and across the land of all persons or bodies over whose land the irrigation scheme water races natural gullies syphons pipelines weirs dams and other structures existed at the time the irrigation scheme was purchased by the Grantee from the Crown

AND WHEREAS the land owned by the Grantor named in the Schedule hereto is land meeting that requirement and the Grantor has agreed to grant to the Grantee an easement in gross over that land in the terms hereinafter contained

AND WHEREAS there is annexed hereto a diagram or diagrams of the land owned by the Grantor and referred to herein on which diagram or diagrams are shown the course of the irrigation races owned by the Grantee and as purchased from the Crown

AND WHEREAS the term "irrigation races" whenever used herein shall mean and include all water races natural gullies ditches channels tunnels pipelines syphons measuring boxes dams weirs structures and other constructions and chattels used by the Grantee as part of the Ida Valley Irrigation Scheme

NOW THEREFORE IN CONSIDERATION of the premises and pursuant to the provisions of the Irrigation Schemes Act 1990 the Grantor DOES HEREBY TRANSFER AND GRANT unto the Grantee and its successors AS AN EASEMENT IN GROSS FOREVER :

- A. The full free uninterrupted and unimpeded right to have and maintain irrigation races over the land of the Grantor in positions shown coloured orange and marked "a-b" on the diagram or diagrams annexed hereto.
- B. The full free uninterrupted and unimpeded right to convey and transport water over along and through those irrigation races across the land of the Grantor.
- C. The full free uninterrupted and unimpeded right for all or any irrigation races presently existing to remain on the land of the Grantor in such site as they may presently occupy.

- D. The full free uninterrupted and unimpeded right for the Grantee with or without its agents servants workmen engineers and employees and with or without any necessary vehicles implements tools pipes machines and equipment of any nature or kind whatsoever to enter upon the lands of the Grantor at any time and from time to time for the purpose of maintaining repairing renewing or replacing the said irrigation races owned by the Grantee and situated upon the land of the Grantor including the right to open up soil of the land as may be necessary. x
- E. The full free uninterrupted and unimpeded right to occupy and use the land forming the course of the irrigation races on each side of each and every irrigation race to a reasonable distance necessary for the proper operation of the irrigation scheme and to enable access along the course of the race by people vehicles and machinery and for benching and construction of new benching as necessary and the deposit of soil and other matter removed therefrom PROVIDED THAT the area of such land shall not exceed a strip ten metres wide along the entire length of the course of the irrigation races and measured either wholly on one side of its course or partly on one side and partly on the other but so that at no point of the course shall the total width measured on both sides exceed more than ten metres.
- F. The full free uninterrupted and unimpeded right of support of the land of the Grantor for dams and weirs situate on the Grantors land and known as the Manorburn Dam and Manorburn Weirs and marked "A-B" and shown on the diagram annexed hereto togetherwith the full free uninterrupted and unimpeded right of way and access over the areas of the Grantors land marked "A-B" on the diagram annexed hereto.

AND UPON the following terms and conditions:

1. The Grantee shall ensure that in exercising the right hereby conferred there is caused as little damage as possible to the land of the Grantor and that all necessary works undertaken shall be completed with all reasonable despatch and any damage caused to the land of the Grantor shall be promptly remedied by the Grantee at the cost of the Grantee so that the land of the Grantor shall be reinstated the same as nearly as is reasonably possible to the condition it was in prior to such work.
2. The parties acknowledge that any fences or gateways on or adjacent to the irrigation races on the land of the Grantor are the property of the Grantor who is solely responsible for the repair maintenance and replacement thereof SAVE that in the event of any damage to them done by the Grantee the same shall be remedied by the Grantee at the expense of the Grantee. x

3. The Grantee shall be responsible for any damage caused to the land of the Grantor by any escape of water carried in the irrigation races unless the same shall have come about as a result of the action or omission of some other person (including that of the Grantor) or body or by Act of God (as for example a cloudburst overflowing the race) AND in the event of any such escape of water the Grantee will immediately and at its own cost repair any damage so caused and reinstate the land the same as nearly as is reasonably possible to the condition it was in prior to such escape SAVE that the Grantor shall not be entitled to compensation for or in respect of matters associated with the loss of use of land of the Grantor unless it shall be proved the Grantee has been dilatory in carrying out its obligation to repair and reinstate the land under this provision.

4. The Grantee and its servants agents employees contractors and workmen shall have the right at any time and from time to time without being deemed to commit a trespass and without payment of compensation or damages to enter upon the land of the Grantor as hereinbefore set out or upon any other land owned connected or associated to the Grantor and which the Grantee has in the past customarily used for the purpose of access so that the Grantee may fully exercise the rights given to it under this easement and for the operation of the irrigation scheme including (but not exclusively) the maintaining repairing cleaning replacing or reconstructing the irrigation races and all other works owned by the Grantee and the gauging or otherwise determining the quantity of water in or delivered by the irrigation race or races or any pipe and for the viewing of the condition of such irrigation races.

5. The Grantor shall ensure that access by the Grantee to any such irrigation race owned by the Grantee and used in the operation of the irrigation scheme is not in any way restricted or imperilled and at all times is kept available to the Grantee and to its servants agents workmen contractors employees and all or any other person or persons acting for or on behalf of the Grantee AND in respect to any future development by the Grantor alongside any such irrigation races the Grantor will ensure that such development does not impede restrict limit or otherwise in any way inhibit or impair that access AND will ensure that no trees are permitted to grow or fences erected adjacent to or in the vicinity of such irrigation races so as to cause any blocking or interference with the same or any damage thereto or impede or prevent access thereto or cleaning thereof AND will at the Grantor's own cost in all things remove any tree or trees fence or fences that may be determined by the Grantee as causing or contributing to any such impedance or prevention of access or cleaning or blockage or interference or damage and will remedy or repair any such immediately and to the Grantee's satisfaction.

6. The Grantor will ensure that in any farming or other operation upon the land of the Grantor no damage is done to the irrigation races of the Grantee and that no interference is caused thereto or blockage impediment or limitation created in

X

respect thereof AND in the event that any such should happen or occur the Grantor will immediately and at the cost of the Grantor in all things repair and remedy such to the satisfaction of the Grantee and in the event that the Grantor should fail or omit to do so then the Grantee shall be entitled to do so and to charge the cost of the same to the Grantor and recover the same from the Grantor as liquidated damages.

7. The Grantor and the Grantee may by mutual consent vary these terms and conditions as applicable to the easement hereby granted.

8. All costs and expenses of and relating to the preparation and registration of this easement shall be paid by the Grantee provided however the Grantor shall meet the Grantor's own cost (if any) in having this document perused by the Grantor's own advisers.

9. In any case where the Grantee shall be involved in maintenance and renewal or replacement of any irrigation races as presently existing and in the course of such activities should wish to increase the size of or alter the nature of (as for example by piping a presently open race) any such irrigation race from that as existing at the time of the grant of this easement then the following provisions shall apply:

- (a) The Grantee shall first give written notice by registered mail to the Grantor at the Grantor's last known address contained in the Grantees records of the intention of the Grantee to do such work and detailing the nature of such work and such notice shall give the Grantor one month to lodge with the Grantee an objection in writing to such work being undertaken.
- (b) If no objection is received within the one month time limit the Grantee shall be entitled to proceed and do such work as detailed in the written notice sent to the Grantor and the Grantor shall be deemed to have consented to the same and the same shall for all purposes be deemed to be legally and properly done pursuant to this provision and to fall within the terms of the easement hereby granted.
- (c) The Grantor's grounds for objection are limited to the nature of the work causing more than a minimal loss of use or damage to the land.
- (d) Following the receipt by the Grantee of an objection from the Grantor a meeting (at a time and place nominated by the Grantee) shall be held between the Grantor and Grantee within two months of the objection being received in order to resolve the objection and to allow work to proceed. If the Grantor fails to attend such meeting then the Grantee can ignore the objection and proceed with the work detailed

in the notice previously given to the Grantor and the Grantor shall be deemed to have consented to the same and the same shall for all purposes be deemed to be legally and properly done pursuant to this provision and to fall within the terms of the easement hereby granted.

- (e) If the meeting does not resolve the objection to the satisfaction of both parties then the objection shall be referred to arbitration pursuant to the provisions of the Arbitration Act 1908 (as amended) and the decision of such arbitration shall be binding on both parties.
- (f) Where the need for such work shall arise due to sudden and unforeseen damage to the irrigation races the Grantee shall be entitled (with or without the consent of the Grantor) to proceed immediately to do such work and without the need to give the Grantor the prior written notice outlined above.
- (g) In carrying out any such work whether with or without the consent of the Grantor or otherwise the provisions of Clause 1 hereof shall apply in like manner.

10. The Grantee shall ensure that at all times the operation of the irrigation scheme and the cleaning maintenance repair and replacement thereof shall be done so as to cause as little interference as possible to the Grantor in the Grantor's use of the land and the Grantee shall make all effort as might be reasonable or practicable to minimise such interference and to reduce or minimise any nuisance caused by the existence or operation of the irrigation scheme on the land of the Grantor PROVIDED HOWEVER that this provision shall not require the Grantee to reduce or minimise any interference or nuisance below the level existing at the time of acquisition of the irrigation scheme by the Grantee from the Crown.

11. The Grantee shall be entitled following consultation with the Grantor and with the consent of the Grantor to undertake any major repair replacement or reconstruction works on the irrigation races and to upgrade or alter the alignment of the irrigation races so that following such work they would occupy a position on the land of the Grantor different from that which they occupied at the time of granting of this easement and in such case this easement shall be deemed to apply in all aspects to the irrigation races as they exist following completion of work by the Grantee.

12. In any case where the present area of land occupied by the Grantee forming the course of the irrigation races presently exceeds the total width authorised by this easement then such presently existing use by the Grantee shall be deemed to be within the terms granted by this easement and this easement shall apply in full to such area as if the maximum width authorised had

not been exceeded and as if the irrigation races and works were existing within the maximum total width authorised by this easement and in any case of repair reconstruction or re-alignment of any irrigation race where the completed works exceed the total maximum width authorised by this easement then this easement is to apply wholly thereto as if that total width was not exceeded.

SCHEDULE

Name of Grantors: PAMELA ALAYNE PRESTON now of Christchurch,
Widow, ROGER NORMAN MACASSEY of Dunedin,
Solicitor and TREVOR JOHN MASON of Dunedin,
Chartered Accountant

Legal Description:

Estate: Leasehold under Pastoral Lease No. 180
Area: 11275.0463 hectares
Section 9 and 63 Block VI TIGER HILL SURVEY DISTRICT^{D^t} Runs 565 and
565A, Tiger Hill, Cairnside, Cairnhill, Long Valley and Manor
Survey Districts
Certificate of Title: 386/91 (Otago Registry)

- SUBJECT TO:
1. Mining Licence 670023
 2. Pipeline Licence 692714
 3. Caveat 806857
 4. Mortgage 858944/6
 5. Land Improvement Agreement 872991

IN WITNESS WHEREOF these presents have been executed this 29th
day of June 1995

SIGNED by the abovenamed)
PAMELA ALAYNE PRESTON) P.A. Preston
as Grantor in the)
presence of:-)

Penelope Curwood
Projects Manager
Trust Bank NZ

SIGNED by the abovenamed)
ROGER NORMAN MACASSEY) R.N. Macasey
as Grantor in the)
presence of:-)

John Fitch
Solicitor
Dunedin

SIGNED by the abovenamed)
TREVOR JOHN MASON) T.J. Mason
as Grantor in the)
presence of:-)

A Preston
FACER
ALCANTARA

SIGNED by IDA VALLEY)
IRRIGATION COMPANY LIMITED)
as Grantee by affixing)
its Common Seal in the)
presence of:-)

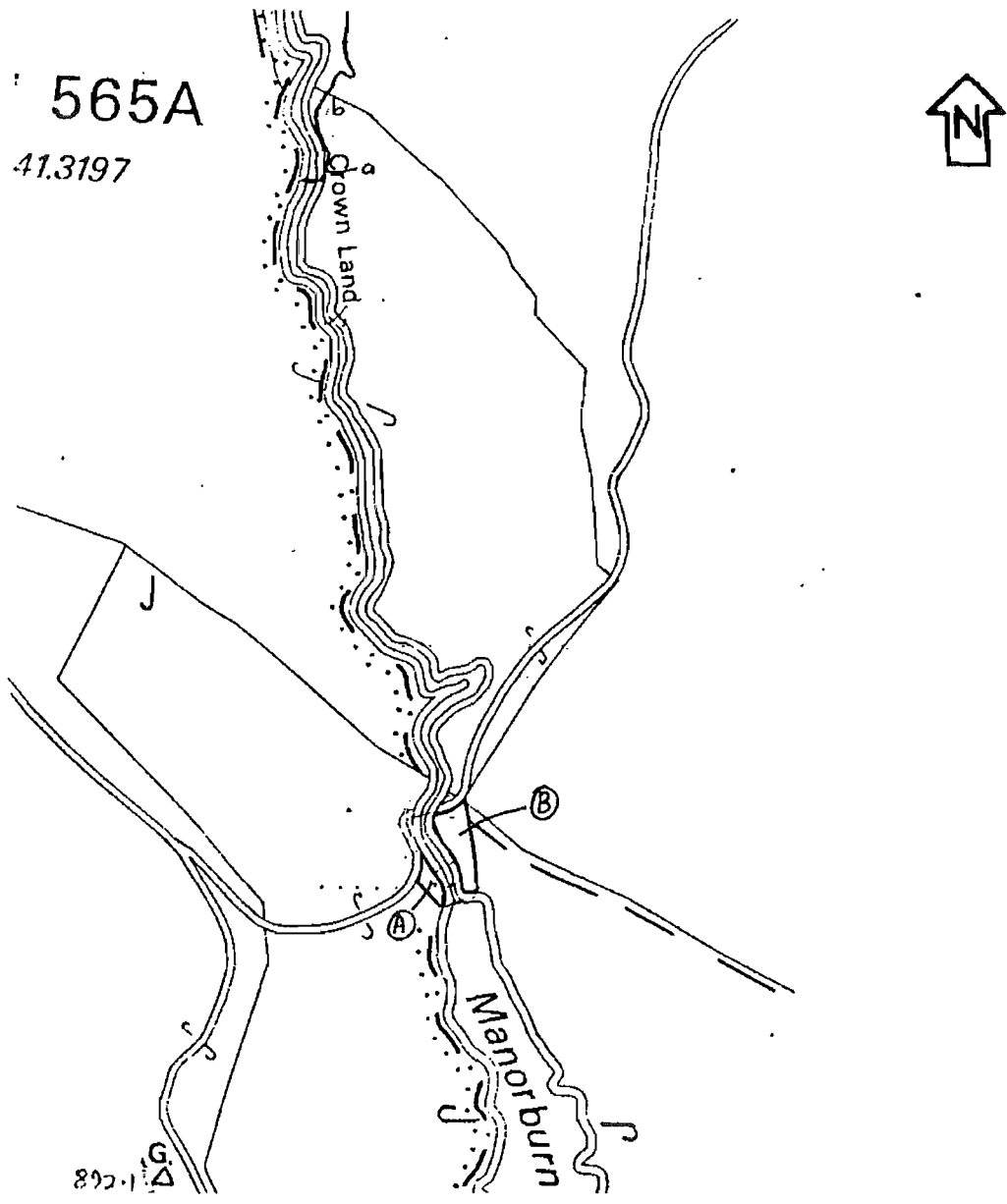


Paul D. Galley Director
G. P. Noell Director

The Minister of Conservation being Caveator under Caveat Number 806857 hereby Consents to the registration of the within Transfer.

SCHEDULE OF EASEMENTS

Shown	Purpose	Servient Tenement	Grantee	C T	Owner	Plan No
- b	Right to Convey Water	Pt Run 565 & Run 565 A Cairnside & Manor S.D.	Ida Valley Irr. Co. Ltd.	386/91	P.A. Preston R.N. Macassey T.J. Manson	79
(A) & (B)	Right of support Right of access	" "	" "	"	" "	



**DIAGRAM OF IRRIGATION RIGHT
PREPARED PURSUANT TO THE
IRRIGATION SCHEMES ACT 1990
IDA VALLEY IRRIGATION CO. LTD.**

PREPARED BY **C. HUGHES & ASSOCIATES**
SURVEYING CONSULTANTS
CROMWELL

Scale 1:40000
Date Aug 1992
Job No 3564

MEMORANDUM OF TRANSFER
(EASEMENT IN GROSS)

: Correct for the purposes of the Land
Transfer Act 1952

[Handwritten Signature]
.....
Solicitor for the parties

PA PRESTON AND OTHERS.....Grantors

IDA VALLEY IRRIGATION.....Grantee
COMPANY LIMITED

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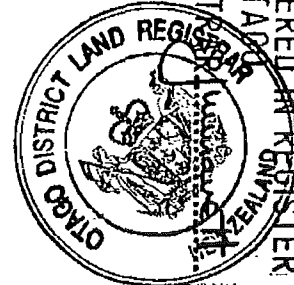
Particulars entered in the Register
s shown herein on the date and at
the time endorsed below.

.....
Assistant/District Land Registrar

of the District of.....
=====

PL HALL
SOLICITOR
ALEXANDRA

11.35 30 JUN 95 885685/2
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR
386/91



FILE COPY



08/11 '01 TUE 11:28 FAX 64 3 4745108

Facsimile



To: David
Company: David Abercrombie
Fax No: 03 4719455
From: Joan Taylor
Date: 6.11.01
Page 1 of: 2
Our Ref: Your manual LOL request/s 24400
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

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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

CDE_S15 - Request Manual Copy

Document Type: Instrument Request Id: 24400
 Reference Number: 885873 *AG* User Id: dabercombledu
 Land District: Otago Request Date: 05/11/2001 08:40:04
 Method of Delivery: Fax Client Reference: dabercombledu
 Requested By: Status: Pending
 Certified Copy
 Comments: Galloway

Delivery Details

Firm: Abercrombie & Assoc. Ltd
 Primary Contact: Mr David Abercrombie
 Street: PO Box 6056
 Town: Dunedin
 Country: New Zealand
 Postcode: 9001
 Fax Number: 03 471 9455

Fees: OK Cancel

N\$ (871,875.3)