

Crown Pastoral Land Tenure Review

Lease name : GALLOWAY STATION

Lease number : PO 180

Due Diligence Report (including Status Report) - Part 4

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

574

574 SHEET 1

LEGALISATION CARD

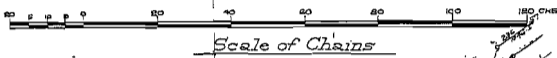
Part (VA Conservation Act 1987)
(Marginal Strips)

Shown	Lease	Description	Waterway	Subject to Sec	Effective Date
(A)-(B)	P180	Pt Run 565	Lower Manaburn Dam (S.O. 11994)	24(1) & 24(2)	1-7-1990

M. M. M. M.
Acting Chief Surveyor Date

GALLOWAY Runs

PARTS OF 300, 306, 308 & 309



LEANING ROCK

CAIRNHILL

Run 565 (2500 ac)

Total Area 23800
Sec 9 62
63 9

00 net Crown Land
27 Land for Settlement

23120 less 100 acs Sec 123 Land Act 1924
23020 acs
Add 720 acs
23740 acs
pt 88 acs
23652 acs
0.115 S.O. 11994 & P180
23657 2.285
23655 1.285

Run 569 (7300 ac)

Total Area 30900
Land for Settlement 79
00 net
2.08 net

Run 566 (1820 ac)

Total Area 27300
77
2669

00 net Crown Land
85 Land for Settlement

574

LEGALISATION CARD

LEGALISATION CARD

LEGALISATION CARD

Points of 200000

Rocky Botches

*Chalk Hill
Assessment
19/04/1917*

NOTE: 1. The boundary between Run 565 and Run 568 is shown as a dashed line. 2. The boundary between Run 568 and Run 569 is shown as a solid line. 3. The boundary between Run 569 and Run 566 is shown as a solid line.

Run 568
(1995 ac)

Total Area 10700
0 00 net

574

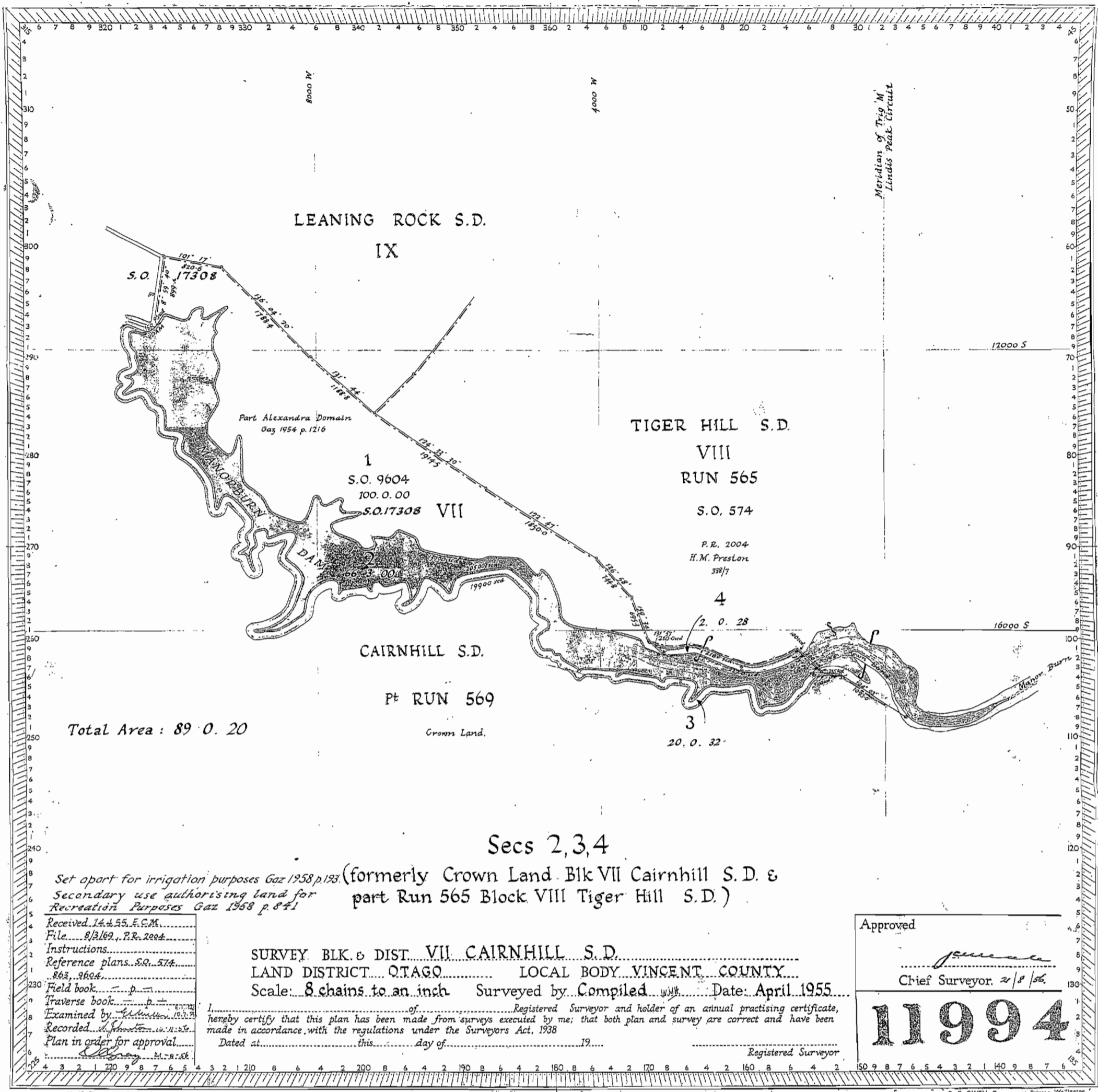
LEGALISATION CARD

Run 568
(1995 ac)

Total Area 10700
0 00 net

574

LEGALISATION CARD



Total Area : 89.0.20

Secs 2, 3, 4

Set apart for irrigation purposes Gaz 1958 p. 193 (formerly Crown Land Blk VII Cairnhill S. D. & Secondary use authorising land for Recreation Purposes Gaz 1958 p. 841 part Run 565 Block VIII Tiger Hill S. D.)

Received 14.4.55, F.C.M.
 File 8/3169, P.R. 2004
 Instructions
 Reference plans S.O. 574, 963, 9604
 Field book p. 1
 Traverse book p. 1
 Examined by [Signature] 10.3.55
 Recorded [Signature] 19.4.55
 Plan in order for approval [Signature] 24.8.55

SURVEY BLK. & DIST. VII CAIRNHILL S. D.
 LAND DISTRICT OTAGO LOCAL BODY VINCENT COUNTY
 Scale: 8 chains to an inch Surveyed by [Signature] Compiled [Signature] Date: April 1955

I, [Signature], Registered Surveyor and holder of an annual practising certificate, hereby certify that this plan has been made from surveys executed by me; that both plan and survey are correct and have been made in accordance with the regulations under the Surveyors Act, 1938
 Dated at [Signature] this [Signature] day of [Signature] 19[Signature]

Registered Surveyor

Approved
 [Signature]
 Chief Surveyor 21/8/55
11994

CDE_S15 - Request Manual Copy		X	
Document Type	Instrument	Request Id	15971
Reference Number	872991 <i>ACI</i>	User Id	dabercrombiedu
Land District	Otago	Request Date	27/08/2001
Method of Delivery	Post	Client Reference	dabercrombiedu
<input type="checkbox"/> Certified Copy		Status	Pending
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Street	P O Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees		OK	Cancel

IN THE MATTER of the Land Transfer Act
1952

AND

IN THE MATTER of Caveat No. 806857
(Otago Registry)

The MINISTER OF CONSERVATION the caveator in whose name the abovementioned caveat is lodged against parts of the land comprised in pastoral lease P 180 recorded as Register Volume 386 folio 91 (Otago Registry) CONSENTS to the registration of a Land Improvement Agreement dated the *12* day of *October* 19*93* and made between PAMELA ALAYNE PRESTON ROGER NORMAN MACASSEY and TREVOR JOHN MASON and OTAGO REGIONAL COUNCIL BUT SUBJECT AND WITHOUT PREJUDICE to the right of the caveator protected by that caveat.

Dated the *22nd* day of *April* 1994

SIGNED by Jeff Connell an officer of)
the Department of Conservation pursuant to)
a designation given to him by the Director-)
General of Conservation and dated the 30th)
day of June 1989 for and on behalf of the)
Minister of Conservation pursuant to section)
117 of the Reserves Act 1977 in the presence of:)



Correct for the purposes of the Land Transfer Act


Solicitor for the Caveator

LAND IMPROVEMENT AGREEMENT

This agreement is made the *12th* day of *October* 199*3*

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

AND Pamela Alayne Preston *Married Woman* of Galloway and Roger Norman Macassey *Company Manager* and Trevor John Mason *Accountant* of Dunedin (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.

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[Signature]

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 Councils powers) the Council may enter the land and carry out rabbit control or eradication measures, works, or maintenance of works, make and levy rates and recover any costs incurred by the Council from the Farmer.

11. Default by the Farmer

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

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- 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

- 13.1 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.

1/ **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. 10 a copy of which maybe inspected at the Otago Regional Council office, 70 Stafford Street, Dunedin.

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20. The liability of Pamela Alayne Preston, Roger Norman Macassey and Trevor John Mason hereunder shall be limited to the assets for the time being subject to the trusts of the K F Preston Family Trust.

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Schedule 1

Legal Description	Area
C.T. 7B/1368 Section 141 Block VIII Leaning Rock Survey District	68.030ha
C.T. 386/91 Sections 9 and 63, Block VI, Tiger Hill Survey District, Part Run 565 and Run 565A Tiger Hill, Cairnside, Cairnhill, Long Valley and Manor Survey Districts Pastoral lease (p 180) <i>subject to X 14/45 CC 279990 + 376984 LIA 358308, 483817, 606677 M 522276 + 677356/2 MK 670023</i>	11275.0463ha
C.T. 272/88 Sections One hundred and three (103) and One hundred and nine (109) Block Eight (VIII) on the public maps of the Leaning Rock Survey District.	37.7395ha
C.T. 236/90 Sections One hundred and two (102) and One hundred and ten (110) Block eight (VIII) on the Public Maps of the Leaning Rock Survey District. <i>subject to Right of Way under Transfer 4979/0/1 CTS 7B/1368, 386/91 + 272/88 all subject to: MA 4979/0/1, 50912/1 and 576632 M 858944/6 C 497302 LIA 606677</i>	27.1462ha
Total Area	11407.9620ha

Schedule 2

Part I Programme Works Summary

Programme Aims:

1. To maximise ground cover on all classes of land.
2. To ensure the retention of ground cover on those areas where an improvement has been achieved.
3. Reduce the rabbit population on extreme and high prone areas to permanent low levels that will be economically and ecologically sustainable in the long term.
4. Prevent the spread of rabbits from the above areas.
5. Prevent cross infestation between neighbouring properties.
6. To jointly agreed on land use and management systems to ensure the long term protection of the pastoral land system. In particular to identify the agreed grazing loads and spelling regimes that will be applied to low and mid-altitude Class VII lands within the pastoral system.
7. To develop flexible stock management and grazing systems to allow application of contingency measures during significant dry periods.
8. To implement a monitoring programme to assess vegetative recovery in association with rabbit control and land management practices.

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, ie. 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.

1. Programme Summary

1.1 Rabbit Netting Programme

This is needed to:

- (a) Isolate the rabbit prone R & L M land from the surrounding properties.

A series of seven jobs are proposed to complete the isolation from neighbouring properties of all land on Galloway to the West of the Upper Manorburn Dam, including all R & L M land (Job 1, F-N 3.8km; Job 2, H-O 2.0km; Job 4, M-L 6.2km; Job 7, K-F 5.4km; Job 22, C-D 2.3km; Job 23, D-E 4.0km; and Job 27, O-DD 2.0km). All but one of these (Job 27) were approved under several "Works in Advance" approvals, with Jobs 1, 2, 4 and 7 having been completed. These jobs are for the netting of existing fences except for Job 22 which is for upgrading an existing netting fence.

A particular arrangement of the initial boundary fencing work was that Job 1 is to be fully costed into the Galloway programme, with the adjacent boundary section (N-M, between Jobs 1 and 4) being netted and fully costed as Job 1 in the Little Valley programme (T4712).

- (b) Isolate land on Galloway of varying rabbit proneness.

A series of four jobs (Job 3, M-Q 2.6km; Job 6, C-T 6.8km; Job 8, U-G 3.0km; Job 21, I-V 1.8km) approved as "Works in Advance" isolate blocks of differing rabbit proneness from each other. Job 8 involves the upgrading of netting fence to isolate the extremely prone Crawfords area from the highly prone front country. The other three jobs are to net existing subdivision fences to isolate R & LM block from non-R & LM blocks.

- (c) Compartmentalise the R & LM land on Galloway

A series of five jobs (Job 2, R-U 3.8km; Job 5, O-R 2.5km; Job 13, W-X 5.0km; Job 25 S-BB 4.0km; Job 26, AA-CC 1.4km) create a number of separate netted compartments on Galloway in order to enhance the effectiveness and range of options for rabbit control. Jobs 2 and 5 are a net existing and a new netted subdivision fence respectively approved under a "Work in Advance" in order to split the highly prone front country. Job 13 was to net existing fencing and was approved in advance of this programme following a partially unsuccessful poison in the Crawfords blocks. This was done in order to isolate Middle from Top Crawfords and allow more intensive follow up rabbit control to the Top Crawfords blocks.

Jobs 25 and 26 are both new netted subdivision fences within the 810ha Middle Crawfords block. This block is the core of intractable rabbit land on Galloway and these two fences, together with associated tracking, are needed to isolate and further reduce the problem to a level which is manageable by currently available cost effective follow up rabbit control methods.

1.2 Access Tracking

Two access tracking jobs (Job 14, 5.0km; Job 24, 5.0km) are included in this programme of works. Job 14 was approved under a "Work in Advance" following onsite inspection by Landcorp and DoC field staff. This work was needed in the steeper sunnier portions of Top Crawfords block following a partially unsuccessful poison in order to provide access for follow up rabbit control mainly by nightshooting. It is proposed with Job 24 to form a line for subdivision fencing Jobs 25 and 26 and also open up the more mountainous portions of the block to currently available cost effective rabbit control methods in a similar way to the Top Crawfords block.

1.3 Warren Ripping (Job 28)

It is proposed to deep rip approximately 10ha in the Tin Hut block in order to destroy extensive warrens in this area. Although common in Australia, this type of work is less usual in New Zealand. Thus there is some uncertainty with the cost of this work, although it is not expected to be very expensive.

1.4 Primary Control Operations

All grant assisted poisoning on Galloway occurred in the first financial year of the programme and is included within Job 9. This work included: the ground and aerial oating of the three Forks blocks plus McNabs (1004ha) under the Interim Management plan in 1990; the aerial carrot poisoning of Tin Hut, Tin Hut paddocks and Bottom Peninsula (815ha) under the Interim Management plan in 1990; and the ground and aerial oat poisoning of the Crawfords plus Airstrip under the Provisional Management Plan in 1991.

1.5 Secondary Control Operations (Jobs 10, 15, 16, 17, 31, 32, 33, 36, 37, 38, 41, 42, 43)

Follow up rabbit control was started on the front country at the start of the Interim Management plan as this area had been pool poisoned shortly before that time. As other R & LM areas were poisoned, moderately intensive follow up rabbit control using a variety of methods most suited to the particular blocks was initiated.

The initial aims of a secondary control programme was to extend the interval between poisoning and thus avoid poison failures. However recent experience on many other close by properties with night shootable land has shown that sustained secondary control can push rabbit numbers to extremely low levels (Typically less than one per night count kilometre) which can be maintained by follow up methods at a reasonable cost.

An important aspect of secondary control is to use a mix of methods. It is expected that this mix of methods will change as the rabbit population level changes. Nightshooting will be the cheapest method in the initial follow up. As population reduces, helicopter shooting and other day methods will become more cost effective.

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 \$460,774.
- 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. Recommended grazing levels are:

1 An annualised maximum of 7800 stock units (including farm livestock) unless written permission is obtained from the Otago Regional Council to increase stocking above this level.

1.2 Individual block grazing restrictions shall be:

No regular sheep grazing:

- * Tin Hut block Maximum 0.2su/ha/annum
- * Tin Hut paddocks Maximum 0 su/ha/annum
- Lower Forks Max 0.15 su/ha/annum (Cattle only)
- Middle Forks Max 0.15 su/ha/annum (Cattle only)
- Top Forks Max 0.15 su/ha/annum (Cattle only)

* Note with respect to grazing restrictions in the Tin Hut block and Tin Hut paddocks there will be no regular grazing practised in the future. This will be reviewed following possible pastoral development.

Refer to Sec 6.2 of the full property plan text titled "Livestock Management" for more details on the grazing management. The grazing situation will be reviewed annually where appropriate. This may involve a new grazing chart to be prepared.

Reduced grazing at least one year in three:

- Point Maximum 0.5su/ha/annum
- Station Gully Maximum 0.5su/ha/annum
- Plot Maximum 0.5su/ha/annum
- Lane Maximum 0.5su/ha/annum
- Raupo Maximum 0.5su/ha/annum
- Patons Claim Maximum 0.5su/ha/annum
- New Block Maximum 0.5su/ha/annum
- Middle Crawfords Maximum 0.6 su/ha/annum
- Top Crawfords Maximum 0.6 su/ha/annum
- Airstrip Maximum 0.6 su/ha/annum
- McNabs Maximum 0.6 su/ha/annum
- Darkside Top Crawfords Maximum 1.0 su/ha/annum

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 12¹/₂ 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 1⁵/₈" 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 1⁵/₈" 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, insultimber droppers and 4 wires.
- Fence will require upgrading through; 1 additional wire, waratahs driven and attached to insultimber.

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.

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 m³/10m 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).

Plants 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.

Part IV Summary of Works Programme - 1990-1995

All prices quoted are Net estimates based on 1990 dollar values.
 Exclusive of GST.

Job No	Total Cost \$	Grant Rate %	Grant Cost \$	Farmer's Cost \$
15 Month Programme to 30-6-91				
1. Netting Existing Little Valley Boundary Fence F-N 3.8km Materials @ \$2315/km Labour @ 800/km	8797 3040	100 0	8797 0	0 3040
2. Netting Existing Boundary Fence H-O 2.0km 1/2 Materials @ \$2315/km 1/2 Labour @ \$800/km	2315 800	100 0	2315 0	0 800
3. Netting Existing Fence M-P-Q 2.6km Materials @ \$2315/km Labour @ \$800/km	6019 2080	100 0	6019 0	0 2080
4. Netting Existing Boundary Fence M-L 6.2km 1/2 Materials @ \$2315/km 1/2 Labour @ \$800/km	7176 2480	100 0	7176 0	0 2480
5. New Netting Fence O-R 2.5km Material @ \$4420/km Labour @ \$2000/km	11050 5000	100 0	11050 0	0 5000
6. Netting Existing Fence T-C 6.8km Materials @ \$2315/km Labour @ \$800/km	15742 5440	100 0	15742 0	0 5440
7. Netting Existing Goulburn Boundary K-F 5.4km 1/2 Materials @ \$2315/km 1/2 Labour @ \$800/km	12501 4320	100 0	12501 0	0 4320
8. Upgrade Netting Fence C-S 3.0km Materials @ \$1130/km Labour @ \$500/km	3390 1500	100 0	3390 0	0 1500
9. First year Poisoning (IMP Oats S8-11, 1004ha) (IMP Carrots S20-22, 815ha) (PMP Oats S12-14, 25 1896ha)	110124	70	77087	33037
10. First year Secondary Control	38920	70	27244	11676



11. Inspections and Night Count Monitoring 5875ha @ \$1/ha	5875	70	4113	1762
Subtotals	<u>246569</u>		<u>175434</u>	<u>71135</u>
12. Planning & Supervision @ 12% T.C. Grant Works (\$221909)	26629	100	26629	0
First Year Totals	<u>273198</u>		<u>202063</u>	<u>71135</u>

Second Year Programme to 30-6-92

13. Net Existing Fence W-X 5.0km Materials @ \$2315/km Labour @ \$800/km	11575 4000	100 0	11575 0	0 4000
14. Access Tracking Top Crawfords Y-Z 5.0km @ \$2150/km	10750	70	7525	3225
15. Night Shooting (PMP) All R & L M land 5875ha @ \$3/ha	17475	70	12233	5242
16. Day Work (PMP) All R & L M land 5875ha @ \$2/ha	11750	70	8225	3525
7. Helicopter All R & L M land 18 hours @ \$550	9900	70	6930	2970
18. Inspection and Night Count Monitoring 5875 @ \$1/ha	5875	70	4113	1762
Subtotal	<u>71325</u>		<u>50601</u>	<u>20724</u>
19. Planning & Supervision @ 12% TC Grant Works (\$67325)	8079	100	8079	0
Second Year Totals	<u>79404</u>		<u>58680</u>	<u>20724</u>

Third Year Programme to 30-6-93

20. Netting Existing Fence R-U 3.8km Materials @ \$2315/km Labour @ \$800/km	8797 3040	100 0	8797 0	0 3040
21. Netting Existing Fence I-V 1.8km Materials @ \$2315/km Labour @ \$800/km	4167 1440	100 0	4167 0	0 1440
22. Upgrade Boundary Fence C-D 2.3km Materials @ \$1130/km	2599	100	2599	0



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	Labour @ \$500/km	1150	0	0	1150
23.	Net Boundary Fence D-E 4.0km				
	Materials @ \$2315/km	9260	100	9260	0
	Labour @ \$800/km	3200	0	0	3200
24.	Access Tracking Middle Crawfords 5km @ 2150/km	10750	70	7525	3225
25.	Subdivision Fence Middle Crawfords S-BB 4.0km				
	Materials @ \$4420/km	17680	100	17680	0
	Labour @ \$2000/km	8000	0	0	8000
26.	Subdivision Fence Middle Crawfords AA-BB 1.4km				
	Materials @ \$4420/km	6188	100	6188	0
	Labour @ \$2000/km	2800	0	0	2800
27.	Net Boundary Fence 0 - 2.0ha				
	1/2 Materials @ \$2315/km	2315	100	2315	0
	1/2 Labour @ \$800/km	800	0	0	800
28.	Warren Ripping Tin Hut	2150	70	1505	645
29.	Subdivision Fence Middle Forks DD-EE 3.0km				
	Materials @ \$4420/km	13260	100	13260	0
	Labour @ \$2000/km	6000	0	0	6000
30.	Access Tracking Bottom & Middle Forks 6km @ \$2150/km	12900	70	9030	3870
31.	Nightshooting All R & L M land 5875ha @ \$5/ha	29375	70	20563	8812
32.	Day Work All R & L M land 5875ha @ \$3/ha	17625	70	12338	5287
33.	Helicopter 16 hours @ \$550/hr	8800	70	6160	2640
34.	Inspection and Night Count Monitoring 5875 @ \$1/ha	5875	70	4113	1762
	Subtotal	<u>180471</u>		<u>127110</u>	<u>53361</u>

35. Planning & Supervision @ 12% TC Grant Works (\$154041)	18485		18485	0
Third Year Totals	<u>198956</u>		<u>145595</u>	<u>53361</u>

Fourth Year Programme to 30-6-94

36. Nightshooting All R & L M land 5875ha @ \$4/ha	23500	70	16450	7050
37. Day Work All R & L M land 5875ha @ \$250/ha	14688	70	10281	4407
38. Helicopter 12 hours @ \$550/hr	6600	70	4620	1980
39. Inspection and Nightcount Monitoring 5875ha @ \$1/ha	5875	70	4113	1762
Subtotal	<u>50663</u>		<u>35464</u>	<u>15199</u>
40. Planning & Supervision @ 12% TC Grant Works (\$50663)	6080		6080	0
Fourth Year Totals	<u>56743</u>		<u>41544</u>	<u>15199</u>

Fifth Year Programme to 30-6-95

41. Nightshooting All R & L M land 5875ha @ \$3/ha	17625	70	12338	5287
42. Day Work All R & L M land 5875ha @ \$2/ha	11750	70	8225	3525
43. Helicopter 10 hours @ \$550/hr	5500	70	3850	1650
44. Inspection and Night Count Monitoring 5875ha @ \$1/ha	5875	70	4113	1762
Subtotal	<u>40750</u>		<u>28526</u>	<u>12224</u>
45. Planning & Supervision @ 12% TC Grant Works (\$40750)	4890	100	4890	0
Fifth Year Totals	<u>45640</u>		<u>33416</u>	<u>12224</u>

Summary of Five Year Programme

Year	Total Cost	Grant	Farmers Cost
1	273198	202063	71135
2	79404	58680	20724
3	198956	145595	53361
4	56743	41544	15199
5	45640	33416	12224
Programme Totals	<u>653941</u>	<u>481298</u>	<u>172643</u>

Breakdown of Grant Expenditure

	\$	%
Primary Control	77087	16
Secondary Control	149457	31
Fencing	142831	30
Access Tracking	25585	5
Warren Ripping	1610	1
Inspection and Night Control Monitoring	20565	4
Subtotal	<u>417135</u>	
Planning & Supervision	64163	13
Total	<u>481298</u>	

NB* FUNDING

MAF have approved grant funding for this property based on the area of high or extreme land.

The property funding cap at approval is \$460,774 which will be subject to annual appropriation from government.

lkw opr

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Horseshoe	1281	0.61	} 2500 W }								500E	1000E	2600	Ewes
Back Block	1744	0.63								2500	Wethers			

___ R&LM Blocks -Reduced (25%) grazing typically one year in three

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	SECONDARY CONTROL			PRIMARY CONTROL	
	JOB NO.	JOB NO.	JOB NO.	JOB NO.	JOB NO.
1ST YEAR FD 30/4/81	18	19	19	20 - 21a	21
2ND YEAR TO 21/1/82	ALL R ELM LAND	18	19	22a - 22b, 21	
3RD YEAR TO 20/6/83	ALL R ELM LAND	20	21		
4TH YEAR TO 20/6/84	ALL R ELM LAND	21	22		
5TH YEAR TO 20/6/85	ALL R ELM LAND	22	23		

- FIRST YEAR PROGRAMME ENDING 30-6-81
- SECOND YEAR PROGRAMME ENDING 30-6-82
- THIRD YEAR PROGRAMME ENDING 30-6-83
- FOURTH YEAR PROGRAMME ENDING 30-6-84
- FIFTH YEAR PROGRAMME ENDING 30-6-85

- LEGEND
- Boundary fence
 - Existing netting fence
 - Existing netting fence
 - Upgrade - existing netting - upgrade required
 - New - proposed sub. netting
 - New netting - proposed netting fence
 - Boundary netting
 - Existing track
 - Track construction
 - Vegetation netting removal
 - Piped water supply
 - Tank
 - Trough
 - Dam - stockwater
 - Topdressing
 - Rabbit control operations
 - Associated control operations (non-assisted)
 - Alternative vegetation (strubs)
 - Proposed future substitution fence

JOIN SHEET 12965/18



Level Datum	FB	LB	LEGAL DESCRIPTION	SUPERVISOR	DATE	APPROVED	DIAGNO REGIONAL COUNCIL	SCALE: 1:15 000	PROJECT NO. 14770
GRID	APPLICATION PROGRAM			REVIEWER					
LIGHTS COMPUTER SET	COMPUTE FILE			PLANNING	6/82				
3 D & TUE				INSURANCE	6/82				
				PLANNING					
				RECORDS					
				COMPUTER					

RABBIT AND LAND MANAGEMENT PROGRAMME
 GALLOWAY STATION - HORSE SHOE - SERPENTINE
 ANNUAL WORKS AND PEST CONTROL
 MR. A. PRESTON GALLOWAY STATION RD. ALEXANDRA

L 12965 / 17