

Crown Pastoral Land Tenure Review

Lease name: HAWKSBURN STATION

Lease number: P0 043

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.

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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, which statement shall be sufficiently detailed to identify and substantiate all charges made.

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 reasonable time, enter the land to:
 - 1. inspect the land
 - 2. monitor the implementation of the plan
 - 3. evaluate the success of the plan
 - take samples

which notice of pending entry shall state the purpose for which entry is required and how and when entry is to be made.

- 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.

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9. Duration

- 9.1 The Farmers obligations under this agreement shall end on 30 June 2000.
- 9.2 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 measures after 30 June 1995. If the Farmer fails to prevent rabbit populations increasing or fails to maintain rabbit control 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 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.
- The time given to remedy the breach shall be a reasonable time having regard to the nature and effect of the breach and the means by which the breach can be remedied.
- 11.3 If the breach cannot be remedied the Council shall give notice of the breach to the Farmer.
- 11.4 If the Farmer fails to remedy the breach within the time specified in the notice or if the breach is incapable of remedy the Farmer shall, upon demand, pay to the Council the amount of the grant actually paid by the Council under the plan to the date of demand by the Council under this agreement or such lesser sum as the Council decides should be repaid to the Council.
- 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 and if the breach is capable of being remedied the amount recovered shall also take into account the cost of remedy and shall be applied towards remedying the breach.

11.6 If the Farmer is dissatisfied with

- 1. Council's finding that the Farmer is in breach of the agreement
- 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 31 days (but preferably earlier than this if possible) 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.
- 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.
- 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.

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- 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
 - 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. Liability of the Farmer
- 15.1 The Farmer shall be liable under this agreement to the extent provided by this agreement and Section 30A of the Soil Conservation and Rivers Control Act 1941.
- 15.2 If the Farmer is two or more persons then the liability shall be joint and several.
- 15.3 If the Farmer is a company the Farmer's obligations shall be guaranteed by the Directors of the company. The liability of the guarantors shall be joint and several.

16. Variations

- 16.1 This agreement (including the plan) may be varied by the parties.
- 16.2 Any variation shall be in writing.
- 16.3 No variation shall have effect until approved by MAF.
- 16.4 Any variation may be registered against the title to the land.

17. Agreement Conditional upon Government Funding

- 17.1 This agreement is conditional upon the Crown paying to the Council annually during the period 1 April 1990 to 30 June 1995 the money necessary to enable the Council to pay the grants set out in the plan up to the level of the property cap.
- 17.2 This condition is a condition subsequent.
- 17.3 If the Crown fails to provide the Council with funds then the Council shall give notice to the Farmer. This notice shall relieve the Farmer and the Council from further performance of this agreement except that:
 - works commenced shall be completed to the extent that the Council has received funds for those work from the Crown

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- 2. works (excluding removal or planting of vegetation) completed shall be maintained by the Farmer until 30 June 2000
- any trees already planted shall not be removed without the Council's written consent before 30 June 2000
- 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, except where such non-compliance by the Farmer is as a consequence of the failure to provide such funds.

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

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d 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
 - access tracking
 - 2. fencing and erection of structures
 - 3. removal of vegetation
 - 4. planting of vegetation
 - 5. repair and replacement of existing works
 - 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.

20. Additional Clause

- 20.1 Notwithstanding anything to the contrary elsewhere contained in this agreement, it is acknowledged by the parties that this clause 20 shall be paramount and take precedence over the other clauses contained in this agreement to the intent that the other clauses contained in this agreement shall be read subject to this clause 20.
- 20.2 The Council and/or MAF (as the case may require) shall not require a higher standard of rabbit control by the Farmer under the terms of this agreement than the Council generally requires from land holders in the same area.
- 20.3 (a) The liability of the respective Farmer being Ronald Iversen George McElroy, Philip Andrew Sheridan McElroy, Peter Redmond McConnell and Julia Ann Jopp under this agreement is limited to their respective interests in the property.
 - (b) The property comprises of the land, all improvements in the land and the stock and plant of the Farmer on the land subject to all charges on the land registered prior to the registration of this agreement and all charges registered over the stock and plant.
 - (c) Further to paragraph (a) of this clause 20.3, it is acknowledged that the sole interest of Peter Redmond McConnell and Julia Ann Jopp in the property is the \frac{1}{4} share in the land held by them jointly with Ronald Iversen George McElroy and Philip Andrew Sheridan McElroy as executors and trustees of the last Will of the late Marcia Jean McElroy, deceased, which Will was dated the 24th day of May 1991 and with respect to which probate was granted to the executors on the 2nd day of September 1991 and accordingly the liability of Peter Redmond McConnell and Julia Ann Jopp is limited to their interest in the property which is comprised in the assets vested in the executors and trustees of the estate of the said late Marcia Jean McElroy.
- 20.4 Pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941, this agreement runs with the land in accordance with that section and shall not confer any right or impose any obligations on the farmer except in respect of the period of the Farmers' occupation of the land.

NOTE:

This agreement and the plan in the Second Schedule are based on Rabbit and Land Management Plan No.24 a copy of which may be inspected at the Otago Regional Council Office, 70 Stafford Street, Dunedin.

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L gal Description

Pastoral Lease of Pastoral Land

C.T. 338/70

Section 1039R, Blocks IV and VI, Bannockburn Survey District and Run 339D, Bannockburn and Leaning Rock Survey Districts and Run 339G, Bannockburn, Fraserside and Obelisk Survey Districts and Sections 1, 2 and 3 Block VI Bannockburn Survey Districts and Section 4 Block XIV Leaning Rock Survey District.

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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 agree 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.
- 9. To identify areas of land where overall costs may exceed revenue (ie. NOT economically sustainable in the long term). To explore options for achieving the primary objective of land reosurce protection for this zone.

Programme:

The programme must be kept flexible due to:

- often unpredictable nature of rabbit, its population increase and spread coupled with climatic conditions.
- 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.

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1.1 Rabbit Netting Jobs 1-13

Rabbit Netting will comprise:

New netting fences 5.7km
Netting existing fences 17.3km
Upgrade existing fences 0.3km

The rabbit netting will:

- (a) separate various proneness classes.
- (b) establish isolation primary poison units that will minimise reinfestation from adjacent areas.
- (c) assist secondary control operations.

Costings are detailed within the Annual Works Programme and identified on the associated map for work. (Reference 12959/11).

1.2 Pest Control Operations

A prime aim of the programme is the reduction of rabbits to permanent low base levels to provide long term protection of the land resource. The combination of both primary and secondary control operations are required to achieve this aim.

1.3 Primary Control: Job 14

Primary control operations were implemented during the 1990 poison for all the R & LM area. Funding was shared between the Scheme and Pre Scheme POOL monies.

1.4 Secondary Control Jobs 15, 23, 33, 43 & 53

Secondary control operations will comprise a combination of nightshooting daywork and helicopter shooting in association with patch poisoning. Secondary control operations will be grant assisted, while patch poisoning will be funded by the owner.

Nightshooting may comprise both vehicle and portable means. Motorcycle use is actively encouraged for vehicle nightshooting due to its greater cost efficiency. Strategic use of 4 x 4 Trucks is still eligible for payment where there is an identified practical advantage. Portable nightshooting is directed at areas adjacent to vehicle nightshooting terrain.

Daywork includes a range of method types and is more applicable to those areas where nightshooting is not feasible.

Helicopter shooting is applied as a strategic tool to gully systems within nightshooting terrain as well as areas restricted to predominantly manpower daywork.

The reduction of rabbits to low levels will be more effective where a mix of secondary control methods is applied. It is important to integrate all possible methods where feasible rather than becoming reliant on any one method.

Estimates for individual secondary control methods may require modifications as the scheme progresses. Where appropriate costings may be exchanged between secondary methods.

Pest Control Costings are detailed within the annual works programme and summarised on the associated map for Rabbit Control. (Reference 12959/11).

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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. agreed to between the Council and the Farmer.

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 \$200,645.
- 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.
- agreement between 2.7 The programme or specifications may be varied by the Council and the Farmer.

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.

The programme shall be carried out in accordance with all consents.

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Assessment of Grazing Load for the Class VII Zone

The future grazing chart identifies the stock units/hectare (s.u./ha) that would apply to each block after making the required allowances for,

- recovery to a good vegetative cover (where required)
- periodic spelling for the complete growing season.
- minimum level spelling requirements in the year of poison.

Indicative stock units per hectare and stock units per year are identified for each Block down the left hand side of the future grazing chart as well as below.

1.1 Stocking rates for the Class VII Brown Grey Earth zone are 0.25 su/ha.

Blocks within this zone include:

Sunny Condies 0.25 su/ha Bottom Bannockburn 0.25 su/ha 0.25 su/ha Bannockburn

Stocking rates for the CLass VII intergrade zone.

The Top Bannockburn Block is within this zone and has been improved through A.O.S.T.D. The stocking rate for this block has been assessed at 1.2 su/ha.

Joint Vegetation Monitoring will be implemented to verify the accuracy of agreed rates (see Sec 5.3. (c) of the full property plan text).

The owner has agreed to the grazing conditions outlined within this section.

2. Grazing Considerations within severely Depleted Lands

It is intended to apply specific spelling measures on those Class VII areas where there has been a severe impact on vegetative cover. This will allow vegetative recovery prior to grazing at the indicative rates. The required spelling measures and conditions associated with stock grazing will be by joint agreement between the farmer, Landcorp and Otago Regional Council.

The grazing of any particular block at the identified long term rate per hectare will be conditional

- (i) Rabbit numbers being reduced to a satisfactory permanent base level.
- Land cover improving to an 'acceptable' vegetative state as detailed within appendix C 'Vegetation Monitoring' in the full property plan text.
- Identifying applicable graduated levels prior to the attainment of agreed long term rates (iii) per hectare.

The following blocks will require specific spelling measures.

Bottom Bannockburn Bannockburn Sunny Condies

Conditions for these Blocks are included within appendix B (Refer to full property plan text).

Appendix B includes "Table B" which lists Blocks that contain "severely depleted lands". This table will allow recording of the agreed graduated levels that will apply to the listed Blocks. Potential for variation will be allowed for as detailed within 5.3 (c) Vegetation Monitoring. The

projected long term rates are also identified.

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3. The farmer shall follow the grazing management programme set out in the grazing management chart subject to changes agreed to by the Council, which agreement shall not be unreasonably withheld.

Periodically significant dry periods will occur that require modification to the normal grazing pattern (see Section 5.3 of the Full Property Programme Text Titled "Contingency Measures during Significant Dry Periods").

4. The blocks and paddocks referred to in the grazing management chart are identified on the attached map.

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Part III Various Specifications

cification 1 - Operational Commencement Criteria

Primary and Secondary Control

When required by the Council, ISpecifications for all primary and secondary control operations shall be determined in consultation with the Council's Pest Services Manager or delegate and the Farmer.

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. Inspections shall be subject to compliance with Clause 7.1 of the attached Agreement.

Specification 2 - Fencing

Subdivision netting

To be equivalent to the following minimum:

- One driven upright (waratah or flat standard) every 4m. 5m with lightning dropper.
- 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. Tied downs where required.

Netting Existing Fences

- Fences must have, or be upgraded to, a driven upright every 5m with sufficient posts,

strainers, stays and tiedowns to constitute a sound structure.

- 40" (1,016mm) x 1 5/8" 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.

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Netting Electric Fences

- Existing fences post, insultimber droppers and 4 wires.

- Fence will require upgrading through; I 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

- 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 gearchanging, though minor rising and falling sections help reduce water runoff velocities.
- 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 350 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

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Latter on fresh cuts and fills. Seed and fertiliser mixture to be as directed by local Land ...anagement 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 firearms 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 and shall be set so as to reasonably reimburse such operations and costs. It being acknowledged that this is a reimbursement generally assessed for similar properties and not specific to a particular farm or plant item.

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.

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2. Helicopter Applications: Spray Gorse and Broom

Speciation: 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 desirable 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.

Specification 16

Browse shrub/Saltbush Establishment

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

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

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"RELEASED UNDER THE OFFICIAL INFORMATION ACT" RELEASED UNDER THE OFFICIAL INFORMATION ACT Part IV Summary of Works Programme - 1990-1995

Year	Total Cost	Grant	Farmer Cost
1	104044	76176	27868
2	46690	34467	12223
3	96110	54037	42073
4	72413	36340	36073
5	67494	36576	23118
TOTAL	386751	237596	149155

Breakdown of Five Year Programme

Works	Total Cost	Grant Rate %	Grant
Primary Control (1144ha)	46904	70%	32833
Secondary Daywork (2300ha) Nightshooting	15388 51300 12000	70% 0 0	10772 0 0
(400ha) Helicopter (2300ha)	123000	70%	86100
Nightcount Monitoring (2540ha)	14564	70%	10195
Annual Inspections (2540ha)	7280	70%	5096
Subtotal	270436		144996
Net existing Fence (17.3km)	47361	100%	35121
(materials only) New Netting Fence (5.7km)	36594	100%	25194
(materials only) Upgrade Netting Fence (0.3km)	245	100%	170
(materials only) Subtotal	84200		60485
Planning & Supervision	32115	100%	32115
TOTAL	386751		237596

NB* FUNDING

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

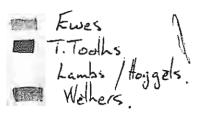
The property funding cap at approval is \$200,645 which will be subject to annual appropriation from government.

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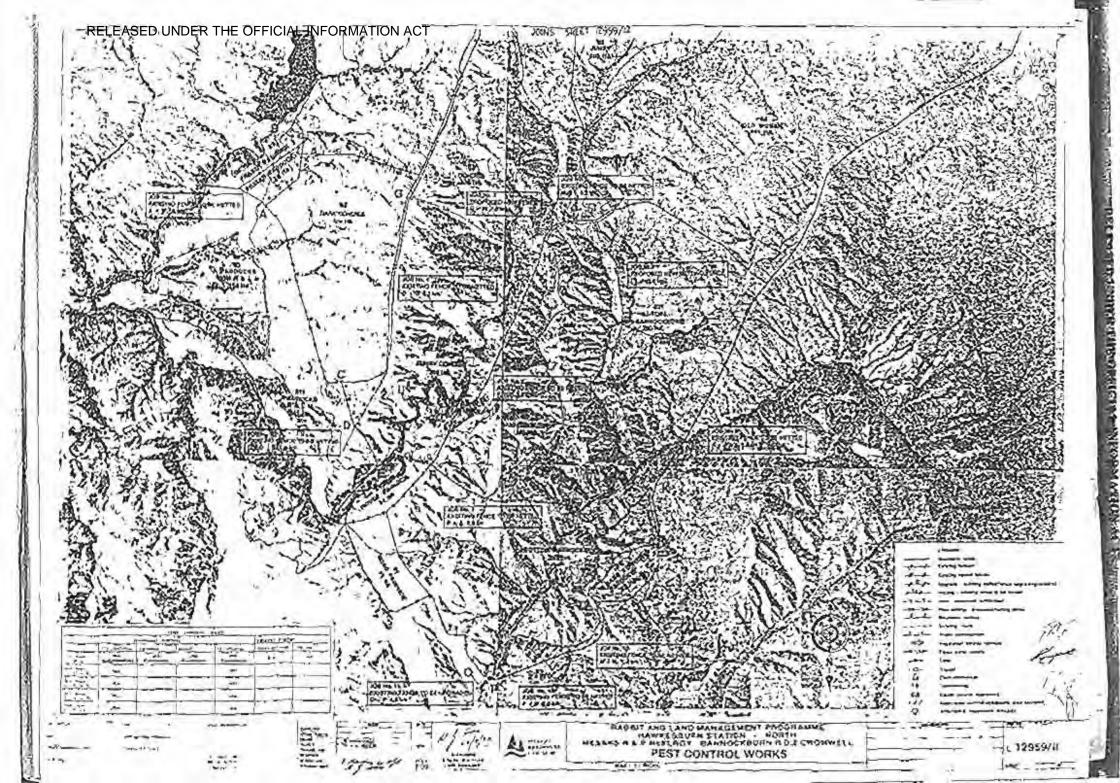
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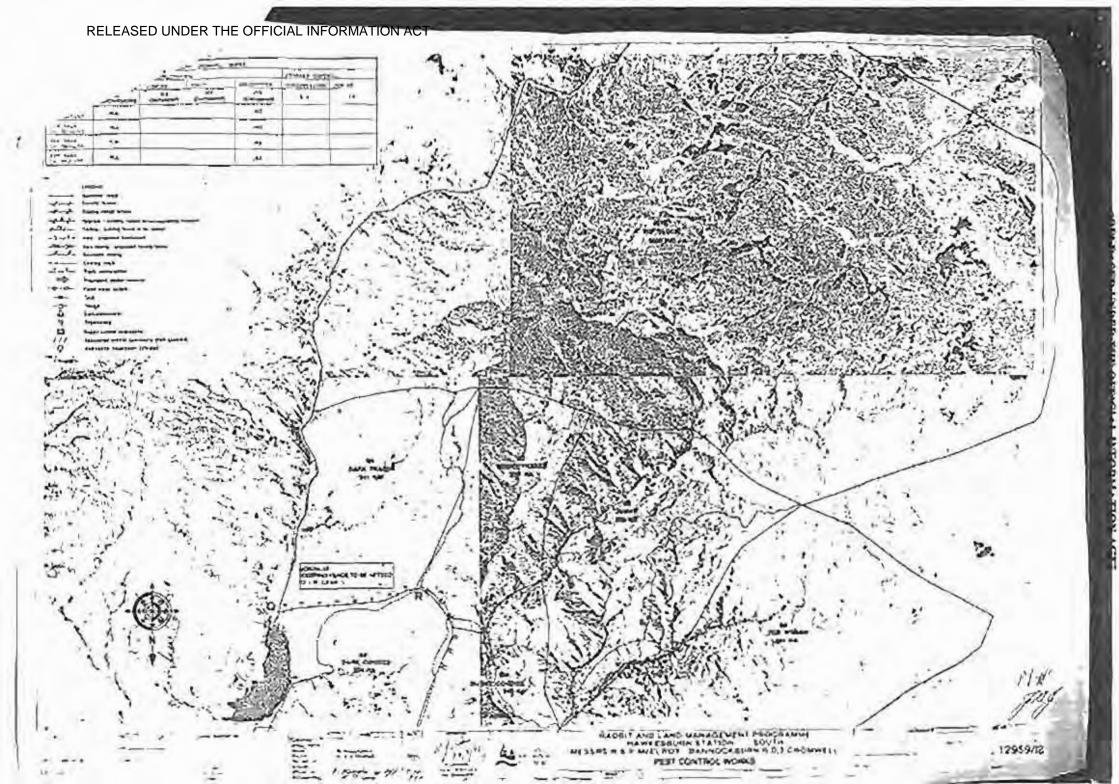
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u/ha	su/yr	PADDOCK NAME	HA AREA	MAY	JUNE	JULY	AÜG	↓SEPT	OCT	_NOV	DEC↓	JAN	TEEB	MAR	APRIL
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		CONDIES Samy I	338					F. 324				i Salkari	74	1200	H.
		DARK CONDIES	455	12	ъD Н			1 7 7	化不同的	Massach and S	A A STATE	ومصاد	27.		
		FRASER PADDOCKS	49					k 1.					5.		
		SUNNY FRASER	249		ान:	Sec.	A STATE OF THE STA	727					, # (***) *****		
		JUMPY	500						ง แฟล์		4.5				
		DARK FRASER	341							100				334400	75.2.7
		OLD WOMAN	861			Andrew France					end.				
.25	75	SUNNY CONDIES I	298					Agg (cf in)	1	Ewe		建造			1
,25	96	BANNOCKBURN	385	1200	msH										1200H
.25	95	BOTTOM BANNOCK	379						<u> </u>						
		BARS CORNER	27							45.00					
		ROAD PADDOCK	41	120	эн									120	h c
		HOUSE PADDOCK	31											<u> </u>	
		PADDOCKS	351		Vella venisto esta co	1200	Н		Addition of the second				NODY		<u> </u>
	_]	Paddocks.													
									1						
		TOP BLOCK	2490									,	4		
					1 Washington	7 T. W	- 125 m			1					





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RELEASED UNDER THE OFFICIAL INFORMATION ACT

SIGNED by the OTAGO REGIONAL)

COUNCIL by the affixing of)

its common seal in the)

presence of:

Chairman

Director...

SIGNED by the said RONALD

IVERSON GEORGE MCELROY in)

SIGNED by the said RONALD

IVERSON GEORGE MCELROY in

the presence of:

Witness. Malling

DONALD VARNON COLLING.

Occupation. Builder

Address. 7 Boyne Mace Commell

SIGNED by the said PHILIP

ANDREW SHERIDAN MCELROY

in the presence of:

Witness.

Occupation.

Address.

Millandry

"RELEASED UNDER THE OFFICIAL INFORMATION ACT" RELEASED UNDER THE OFFICIAL INFORMATION ACT

SIGNED by the said JULIA) fre forp
ANN JOPP in the presence	5/1/1/
of:)
Witness	••
Occupation M. 4 M.	••
Address M. Charles	•••
SIGNED by the said PETER)
REDMOND McCONNELL in the) Shall
presence of:)
	and All
Witness	RMMble
	in a free true to
Occupation	cer hegal Executive to Booking, Solictor
Si	Alexandra
Address	' NEXONALO

AJTT-440/2

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RELEASED UNDERTHER CENTRAL INFORMATION FOR REGISTRATION

Regional Council certify:

- this agreement is a duplicate of the land improvement agreement made under Section 30(3) and 30A Soil Conservation and Rivers Control Act 1941 between the Otago Regional Council and Ronald Iverson George McElroy and Philip Andrew Sheridan McElroy and The Trustees Executors and Agency Company of New Zealand Limited, Peter Redmond McConnell of Alexandra and Julia Ann Jopp of Moutere called the Farmer
- 2. this agreement may be registered against the land described in the First Schedule of this agreement

and I apply for registration of the agreement against the title to the land described in the First Schedule.

R W Scott

Director of Corporate Services

Otago Regional Council

To; The District Land Registrar
Otago Land Registration District.

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ASST. LAND REGISTR

893970

9.5° 24.0CT95



Acres to ha

Acres/roods

5670.0000

0

2294.5675788

Perches

.0000000 2294.5676 ha

Ha to Acres

0.00 acres

To + and -Areas.

> 2450.0000 2000.0000 180.0000

Sec 1 SO 21792 Sec 2 SO 21792 Sec 4 SO 21792

2294.5676 Run 339G

6924.5676

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Land District		Otago		Request Date	24/08/2001	
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L. & S. - F. 2

DEPARTMENT OF LANDS AND SURVEY

TELEGRAPHIC ADDRESS: 'LANDS'

FOR VERBAL INQUIRIES ... PLEASE ASK FOR Mrs Loader

TELEPHONE No. 770 650



OUR REFERENCE: 3/35/1

YOUR REFERENCE:

DISTRICT OFFICE,

P.O. BOX 896

DUNEDIN

20 August 1986

The District Land Registrar Land and Deeds Division Justice Department DUNEDIN

ALTERATION TO DESCRIPTION

Please note the following alteration to description. A copy of the relevant plan is attached.

SO Plan 21792 -

Former Description

Pt Sec 1309R Blk IV & Pt Run 339D situated in Blks IV, V, VI, VII&VIII Bannockburn S.D.

Pt Sec 1309R Blk IV & Pt Run 339D situated in Blks IV, VI & VIII Bannockburn S.D.

Sec 12 Block IV Bannockburn S.D.

Pt Run 339D Blk XII & XIV Leaning Rock S.D. New Description

Sec 1 Blk VI Bannockburn S.D. Area : 2450 ha

(C.L.338/70 Pt)

Sec 2 Blk VI Bannockburn S.D.

Area: 2000 ha (C.L. 338/70 Pt)

Sec 3 Blk VI Bannockburn S.D.

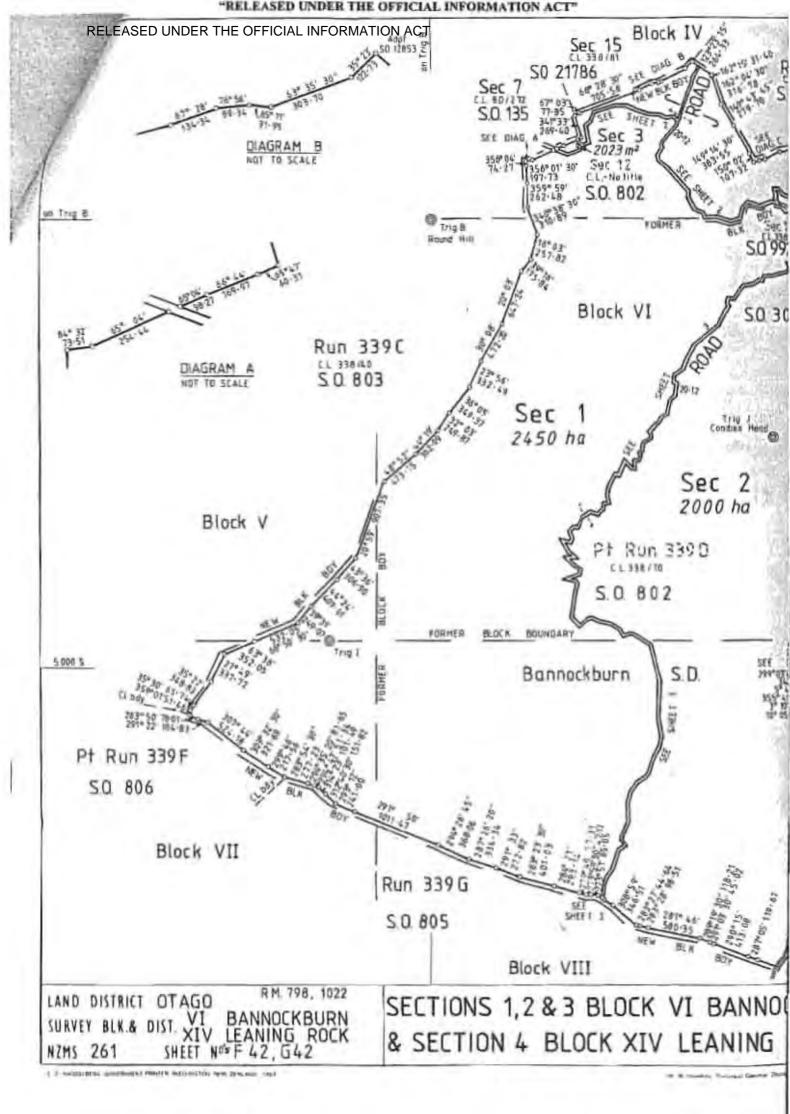
Area: 2023m² (Crown Land)

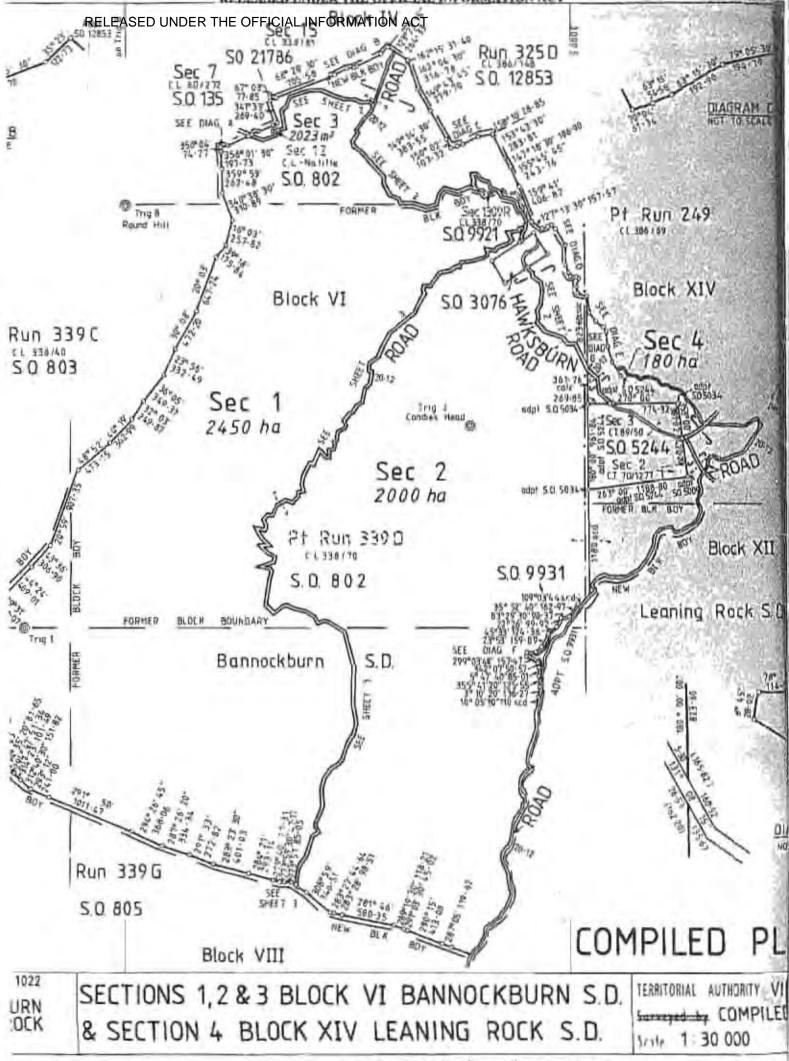
Sec 4 Blk XIV Leaning Rock S.D.

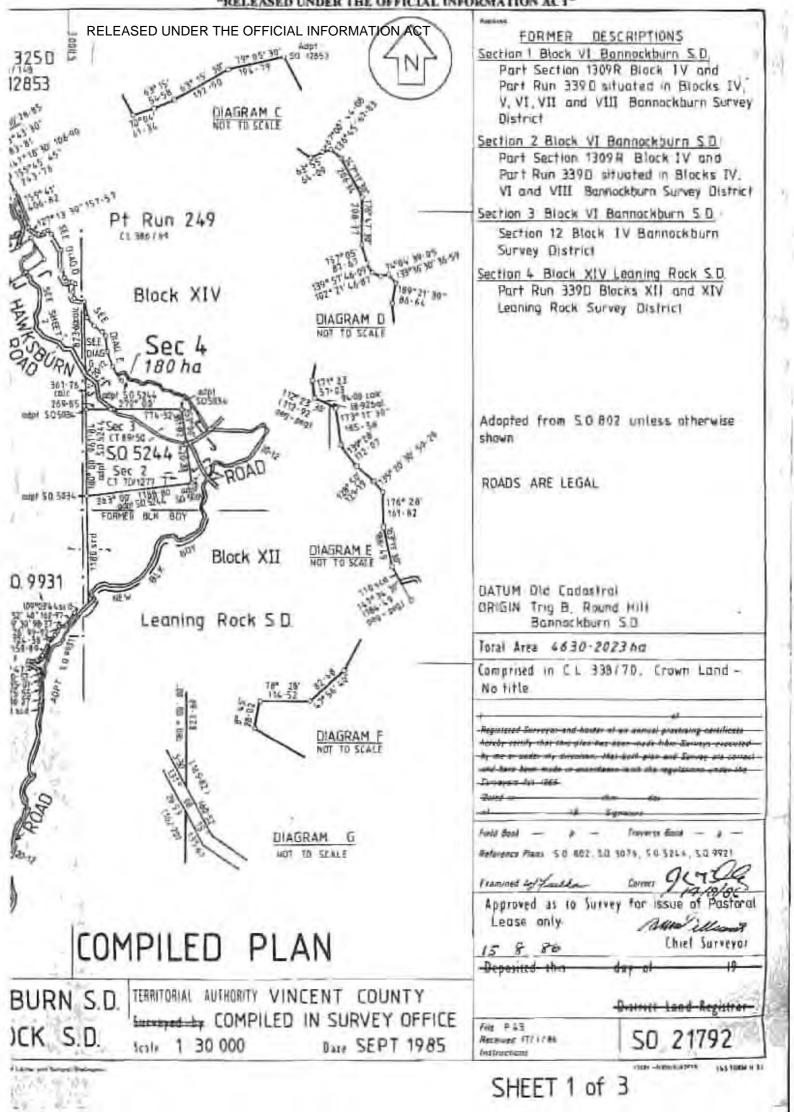
Area: 180 ha (C.L. 338/70 Pt)

Total Area: 4630.2023 ha

J Loader (Mrs) for Chief Surveyor

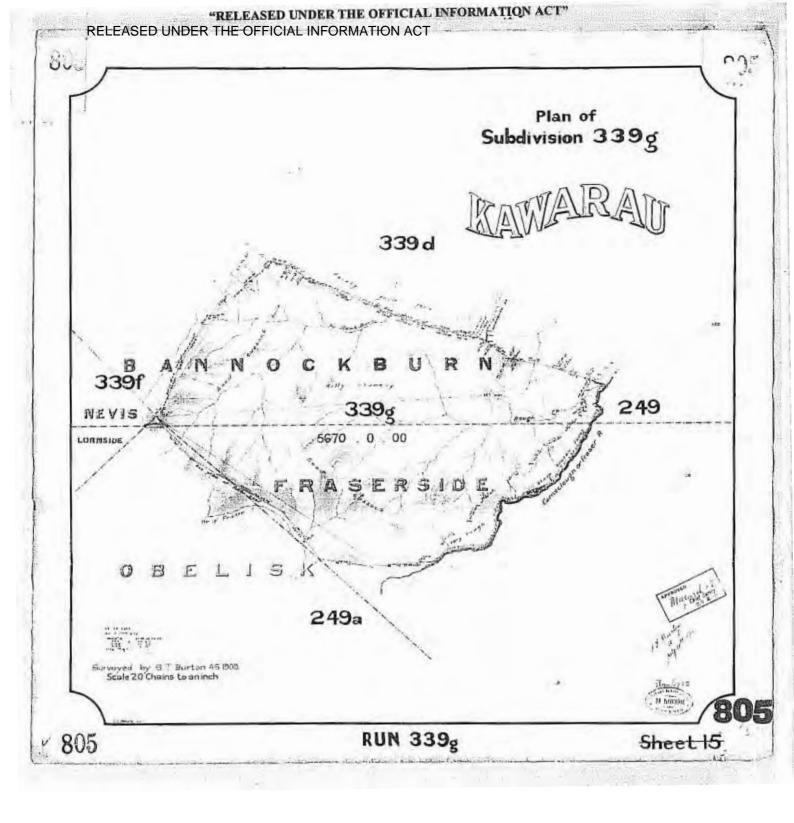






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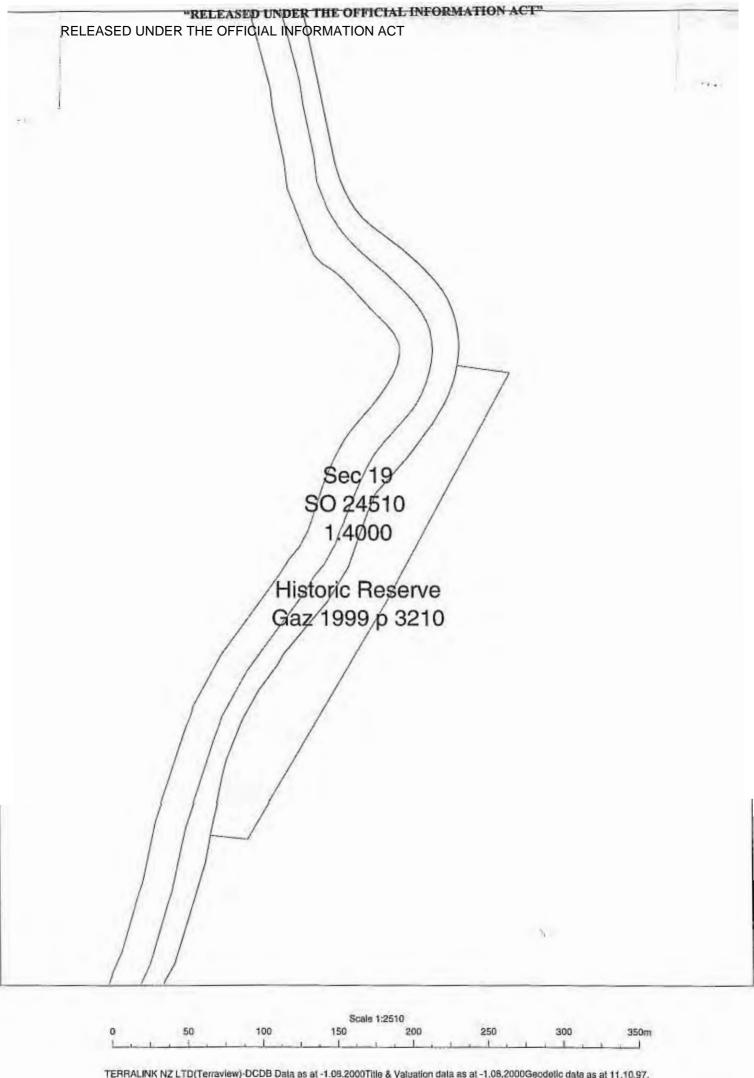
Toitu te Land whenua Information New Zealand

View Statutory Action

Parcel Part Run 249
Current Purpose Irrigation Purposes

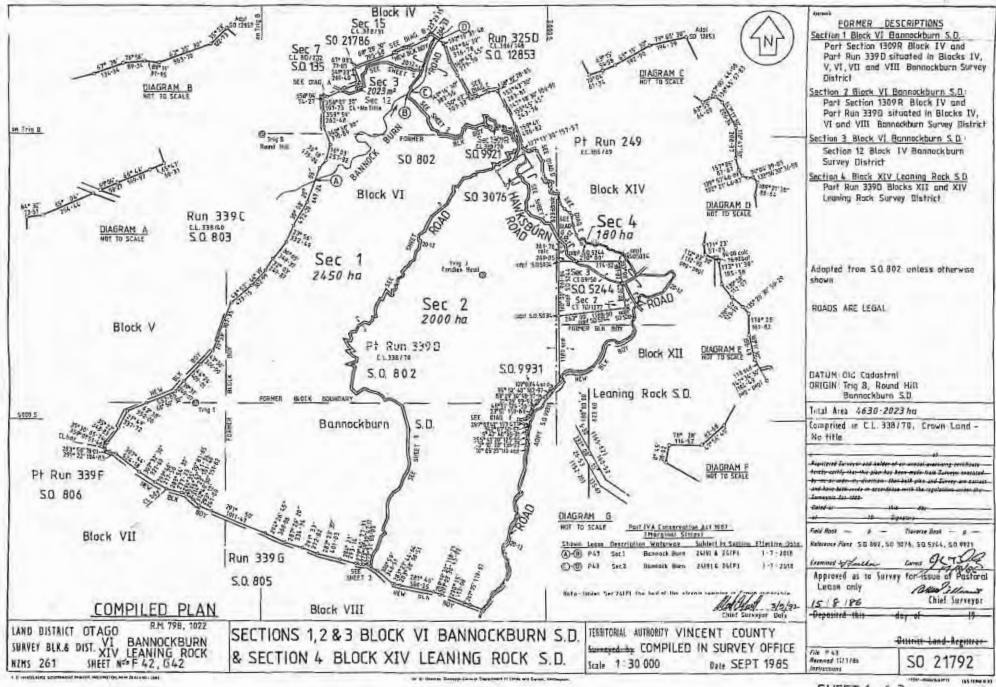
Parcel Status Current

*** End of Report ***

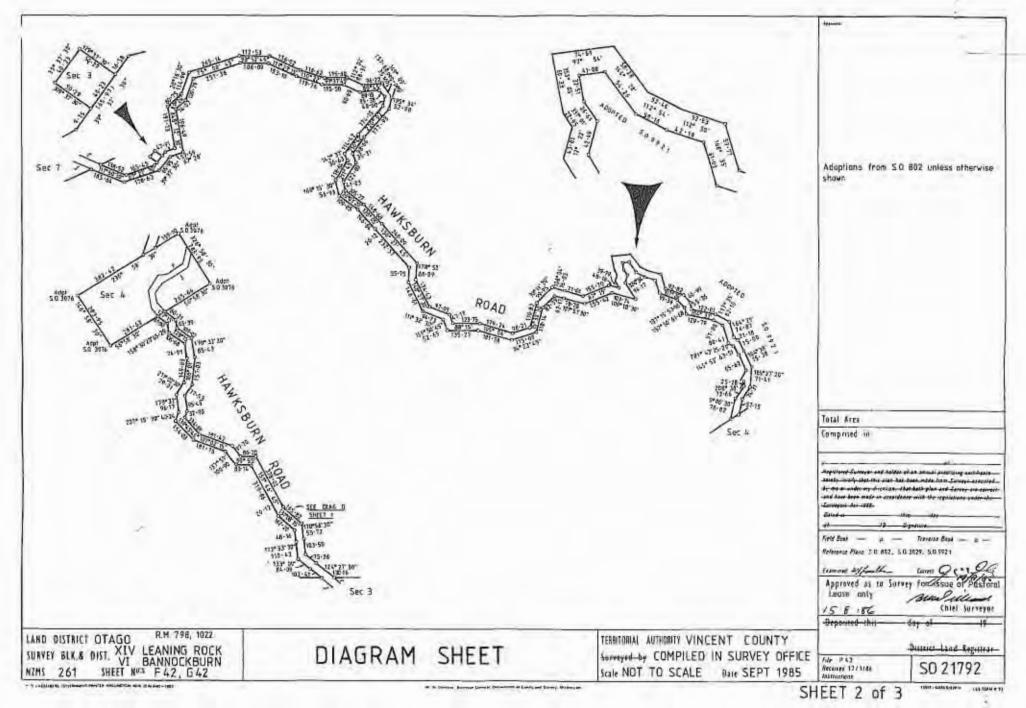


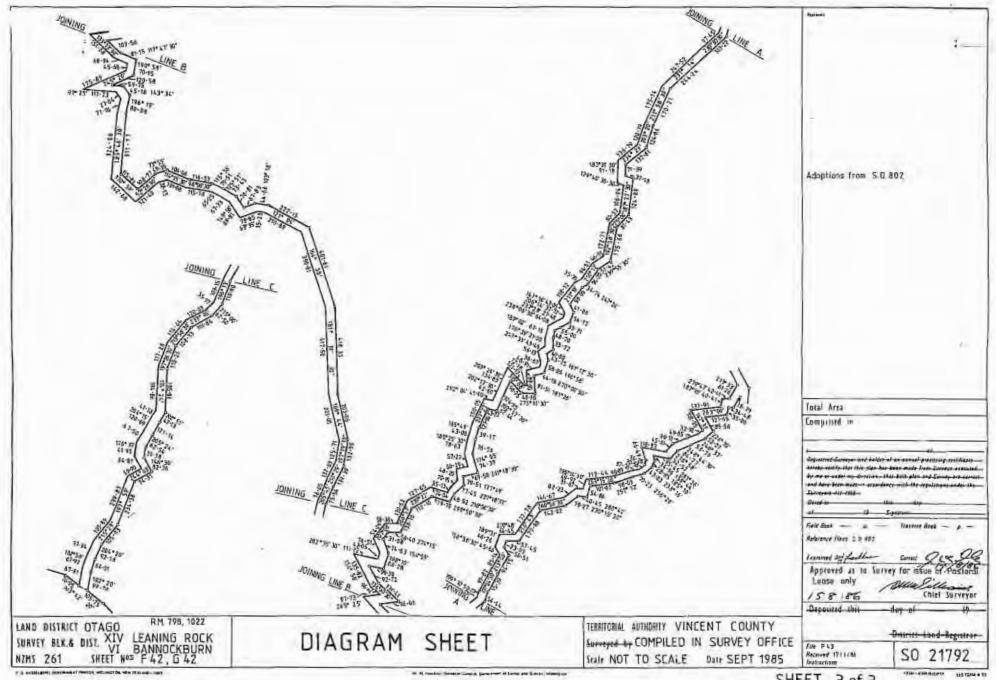
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L. & S	N. 17	: Car	d 1 of	:Land Di	strict	: OTAGO		SO Plan No	21792
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SHEET 1 of





SHEET 3 of 3





View Statutory Action

Parcel Part Run 339D Current Purpose Irrigation Purposes Parcel Status Current

*** End of Report ***

"RELEASED UNDER THE OFFICIAL INFORMATION ACT" LAND DISTRICT CORGO LAND PISTRICT H.LG. DISTRICT VINCENT COUNTY 3 4 % Q fe BANNOCKBURN Run 339 d LEANING ROCK Run 249 SURVEY Andrew C. McFibry, lessee. SURVEY S G R NOGNE Steplan T'Spam, lessee 161 151 / 11 Nest In 1887 DISTRICT DISTRICT gaine 3 of 'A' Set apart for 111 igation purpose, land celegis ed gellow (1/2 5: 0p) purple (81-) con flat 1085 p 367. «New road coloured red Garactic 1939 page 1849 TILE: CR 1887 Plan of Fraser Dam AUTHORITY: BANNOCKBURN & LEANING ROCK S. D. PARENT PLAN: 17 AAAA - S. Burrayed by A.J.Houliston
Registered Surveyor Date: O c t 1936 wind 227 Dec 1337 to 11231 SCALE: TEN CHAINS TO AN INCH. 1208 to p 23 - 28 1/6 States 61.34 Sent 1/4 1 37.

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- roloured plan

there are coloured plans in this document, we will keep the originals here for a few days if you wish to new them.