

Crown Pastoral Land Tenure Review

Lease name: Mt CAMPBELL

Lease number: PO 356

Due Diligence Report (including Status Report) - Part 2

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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LAND IMPROVEMENT AGREEMENT

This agreement is made the

day of

February 1993

BETWEEN

THE OTAGO REGIONAL COUNCIL a body corporate under the Local Government Act

1974 (called "the Council")

AND

JOHN WALTER MATANGI SANDERS OF ALEXANDRA AND THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF N.Z. LIMITED (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;
 - (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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2. The Farmers Obligations

- .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
 - 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
 - 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
 - the costs and benefits of the plan



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7. Right of Entry

- 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:
 - 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
 - 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
 - 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 Rabblt Control, Eradication and Land Management
- 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.
- 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.
 - 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.
- 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
 - 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 guaranters shall be joint and several.



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Variations

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- 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.
- 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
 - works (excluding removal or planting of vegetation) completed shall be maintained by the Farmer until 30 June 2010
 - 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.
 - the Farmer shall maintain any areas stripped of or planted with vegetation until 30 June 2000
 - 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

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

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- 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
 - 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
 - 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

THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF NEW ZEALAND have executed this Agreement as Trustees of the J.W.M. Sanders Family Trust and their liability under this Agreement is to be limited so as to extend only to the assets of the said Trust for the time being in their possession or under their control.

NOTE:

This agreement and the plan in the Second Schedule are based on Rabbit and Land Management Plan No. 13 a copy of which maybe inspected at the Otago Regional Council office, 70 Stafford Street, Dunedin.

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Schedule 1

Legal Description

susject	Lo Mo-12 = 9 475580 Schedule 2	
	Total area to register	8,92 3 .2552 ha
C.T.246/198	Part of Section 12 Block IV Caimhill Survey District	21.6557 <i>c</i>
C.T.217/181	Part of Section 12 Block IV Caimhill Survey District	80.1455
C.T.197/157	Section 9 Block IV Cairnhill Survey District	57.1618
Pastoral Lease C.T. 386/17 P. 137	Section 5, Block IV, Cairnhill Survey District and Run 567 Cairnhill, Cairnside, Long Valley and Teviot Survey Districts	8 <i>6</i> 70.0333 ·
Freehold C.T. 205/175	Section Eleven (11) Block Four (IV) Cairnhill Survey District	97/2589

Part I Programme Works Summary

Programme Aims:

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

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

Programme:

The programme must be kept flexible due to:

often unpredictable nature of rabbit, its population increase and spread coupled with climatic conditions, ie. dry seasons increase is faster.

possibility of poison and/or secondary control failure due to a number of factors.

scientific improvements, new technology, and improvements in field knowledge.

1. Programme Summary

1.1 Rabbit Netting that:

- (a) Isolates the property from adjacent high prone areas on adjoining properties by upgrading netting fence (job no. 5 7.6 km).
- (b) Compartmentalises the lower dry "high" prone lands into four compartments to allow effective secondary control to be carried out and prevent cross infestation (job nos. 13, 14, 21, 28, 29 16.4 km).

1.2 Primary Control Operations:

In the first year programme poison operations were carried out on Stone Hut Middle Strip (job 1 - 55 ha aerial carrot) and on Bickerstaff (job 2 - 1,239 ha ground oats). Results were good. No other poison operations are planned in this programme.

1.3 Secondary Control Operations:

An intensive secondary control programme will be implemented involving an annual input of 40 mandays nightshooting (4 passes over half the area - jobs 8, 16, 23, 31), 40 mandays daywork (one pass over whole area - jobs 9, 17, 24, 32) and 10 hours helicopter work (one pass over whole area - jobs 7, 15, 22, 30).

The owner regards manpower work as "primary" control with poisoning as second choice.

The above operations together with the benefit of rabbit proof fencing and judicious stocking of rabbit-prone areas, are expected to heavily reduce the need for large scale poisoning.

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 \$150,125.
- 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

- 1.1 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.



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Part II Livestock Management:

1. The current management continuation will be a condition of the plan. The RLMP grazing management shall be:

Spelled November - March each year

Speargrass Face Blues Max. annual stocking rate 0.5 su/ha Max. annual stocking rate 0.8 su/ha

Gordies

No annual max. level

Mt. Campbell Face 1 Mt. Campbell Face 2 Max. annual stocking rate 0.25 su/ha Max. annual stocking rate 0.40 su/ha

Bickerstaff/B. Strip

Max. annual stocking rate 0.20 su/ha

- 2. Any variation of the above to cater for seasonal variation, future control operations, drought management, emergency needs will be through mutual agreement with Regional Council staff.
- 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 12½ 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 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!

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- 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; 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

- 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 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.

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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.

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.

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2. Helicopter Applications: Spray Gorse and Broom

Specification: aerial application helicopter chemical Tordon at 11 litres/ha application at

\$80.00ha/hour.

3. Ground Application: Spray Gorse and Broom

Specification: ground application gun and hose chemical Tordon at 1 litres/400 litres water

coverage of approximately 0.5ha/hour.

4. Grader: Clearing Gorse and Broom

Specification: use of grader to scrap of gorse and broom windrow into heaps and level surface.

No work to be undertaken on river banks or within 20m of river channel. The follow up is considered maintenance work and will be at the farmers cost. This will involve rotary slashing of level ground regrowth and spraying windrow

regrowth.

5. Rootraking:

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

6. Maintenance:

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

Specification 14:

Fertiliser Application

Application proposed when associated with block spelling and grazing conditions.

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

Rate 75-125 kg/ha.

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

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

Specification 16

Browse shrub/Saltbush Establishment

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

Bushes to be planted at 4×3 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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Part IV Annual Works Programme
All price quoted are net estimates based on 1990 dollar value excluding G.S.T.

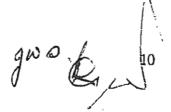
Job No.	Year	Total Cost	Grant %	Grant	Farmer Cost
First	Year Ending 30/6/91				
1.	Aerial Carrot 55ha				
2.	Stone Hut Middle Strip @ \$34/ha Ground Oats 1,239 ha Bickerstaff/B. Strip	1,870	70	1,309	561
2	@ \$34/ha (interim plan)	42,126	70	29,488	12,638
3.	Nightcount-Monitoring 2,402 ha @ \$1/ha	2,402	70	1,681	721
4.	Annual Works Inspection 2,402 ha @ \$1/ha	2,402	70	1,681	721
_	Diameter and Companies	48,800		34,159	14,641
5.	Planning and Supervision @ 12% total cost grant work	5,856	100	5,856	0
	Total first year	54,656		40,015	14,641
Seco	ond Year Ending 30/6/92				
6.	New netting boundary fence H-I 7.6 km				
7.	1/2 materials @ \$4,420/km 1/2 labour @ \$2,000/km Helicopter	16,796 7,600	100 0	16,796 0	7,600
	16 hours @ \$550/hr (all blocks)	8,800	70	6,160	2,640
8,	Nightshooting 54 mandays @ \$240/day	12,960	70	9,072	3,888
9,	Daywork 40 mandays @ \$240/day	9,600	70	6,720	2,880
10.	Nightcount - Monitoring 2,402 ha @ \$0.5/ha	1,201	70	841	360
11.	Annual Works Inspection 2,402 ha @ \$0.5/ha	1,201	70	841	360
		58,158		40,430	17,728
12.	Planning and Supervision @ 12% total cost grant work	6,067	100	6,067	0
	Total second year	64,225		46,497	17,728
		-			***************************************





"RELEASED UNDER THE OFFICIAL INFORMATION ACT" RELEASED UNDER THE OFFICIAL INFORMATION ACT" 12/03/2002 10:20 #283 P.017/064

					1
Job o.	Year	Total Cost	Grant %	Grant	Farmer Cost
Thir	d Year ending 30/6/93				
13.	Net Existing Fence E-F-G 4.8 km				
1.4	Materials @ \$2,315/km Labour @ \$800/km	11,112 3,840	100 0	11,112 0	0 3,840
14.	Net Existing Fence C-D 1.6km Materials @ \$2,315/km Labour @ \$800/km	3,704 1,280	100	3,704 0	0 1,280
15.		5,500	70	3,850	1,650
16.	Nightshooting 40 mandays @ \$240/day	9,600	70	6,720	2,880
17.	Daywork 40 mandays @ \$240/day	9,600	70	6,720	2,880
18.		1,201	70	841	360
19.	Annual Works Inspection 2,402 ha @ \$0.5/ha	1,201	70	841	360
	=, · · · = · · · · · · · · · · · · · · ·		•		
20.	Planning and Supervision	47,038		33,788	13,250
20.	@ 12% total cost grant work	5,030	100	5,030	0
	Total third year	52,068		38,818	13,250
Four	th Year Ending 30/6/94				
21.	Net existing fence J-K 3.6 km Materials @ \$2,315/km Labour @ \$800/km	8,334 2,880	100 0	8,334 0	0 2,880
22.	Helicopter 10 hours @ \$550/hr (all blocks)	5,500	70	3,850	1,650
23.	Nightshooting 40 mandays @ \$240/day	9,600	70	6,720	2,880
24.	Daywork 40 mandays @\$240/day	9,600	70	6,720	2,880
25.	Nightcount - Monitoring 2,402 ha @ \$0.5/ha	1,201	70	841	360
26.	Annual Works Inspection			841	360
	2,402 ha @ \$0.5/ha	1,201	70		
0.77	Diameter of 10 and 10 a	38,316		27,306	11,010
27.	Planning and Supervision @ 12% total cost grant work	4,607	100	4,607	0
	Total fourth year	\$42,923 ======		\$31,913	\$11,010



"RELEASED UNDER THE OFFICIAL INFORMATION ACT" RELEASED UNDER THE OFFICIAL INFORMATION ACT" 12/03/2002 10:20 #283 P.018/064

Job ``o.	Year	Total Cost	Grant %	Grant	Farmer Cost
Fifth	Year Ending 30/6/95				
28.	Net Existing Fence A-B 4.0 km				
29.	Materials @ \$2,315/km Labour @ \$800/km	9,260 3,200	100 0	9,260 0	3,200
20	Materials @ \$2,315/km Labour @ \$800/km	5,556 1,920	100 0	5,556 0	0 1,920
30.	Helicopter 10 hours @ \$550/hr (all blocks)	5,500	70	3,850	1,650
31.	Nightshooting	-			
32.	40 mandays @ \$240/day	9,600	70	6,720	2,880
34.	Daywork 40 mandays @ \$240/day	9,600	70	6,720	2,880
33.	Nightcount - Monitoring		70	0.41	200
34.	2,402 ha @ \$0.5/ha Annual Works Inspection	1,201	70	841	360
54,	2,402 ha @ \$0.5/ha	1,201	70	841	360
25	Manufacture of Commendation	47,038		27,306	11,010
35.	Planning and Supervision @ 12% total cost grant work	5,030	100	5,030	0
	Total Fifth Year	52,068		38,818	13,250

Summary of Five Year Programme 1990-1995

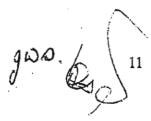
Year	Total Cost	Grant	Farmer Cost
1 2 3 4 5	54,656 64,225 52,068 42,923 52,068	40,015 46,497 38,818 31,913 38,818	14,641 17,728 13,250 11,010 13,250
	\$265,940 =====	\$196,061	\$69,879

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 \$150,125 which will be subject to annual appropriation from government.

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R & L	M PLAN NO 13				P:	RESENT	GRA hear	ZING She	MAN	AGEMENT	· · · · · · · · · · · · · · · · · · ·		Crutch ning	· <u> </u>		
SU/HA	PADDOCK NAME	HA AREA	MAY	אטנ	JUL	AUG	2 Weth SEP		We /Ewe	thers s Nov	DEC	JAN	FEB	MAR_	APR	
0.34	BACK COUNTRY	2462											2300 Wethers			
0.83	STONE HUT STRIP MIDDLE	100		-									200 MA E	iwes		
0.53	STONE HUT BLOCK	586											750 MA	lwes .		
0.56	MIDDLE BLOCK	960	23 0 0 V	,				2	300 W	ethers	·		750 MA Ewo	.		
0.20	TUPPING BLOCK I	187	570 E													
0.31	TUPPING BLOCK 2	55	270 E													
0.29	TUPPING BLOCK 3	54	250 E													
9.43	BICKERSTAFF/BSTFF STRIP	1238	(1) 据》(1) [1] [1] [1] [1] [1] [1] [1] [1] [1] [1]				No.	1 W	940 ms	2Ths						
0.46	FORKS BLOCK	700				700 W	7	994	0 4th En	eş & W						
0.51	KANES STRIP	245				300 W	1	1000 W							<u></u>	
0.23	TOP OF HILL TUPPING	91	340E	_												
0.33	THE FUNNEL	51	270E						:							
0.23	MT CAMPBELL FACE 1	294			300 20		4									
0.38	MT CAMPBELL FACE 2	240			140 21	h Bwes			400 Ev	res						
1.74	GORDIES	98	700	E					200 Ev	/es						
0.80	BLUGS	158	1000	3					300 Ev	tes						
0.46	SPEARGRASS FACE	620			700 W				600 Ev	res						
1.00	ROCKY PADDOCK	146		500 20	. Wethers				200 Ev	res						
4.94	FREEHOLD	266		946	н							440 4]h E	460 4Th Payes Dry			
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"RELEASED UNDER THE OFFICIAL INFORMATION A
REDEASED UNTORMATHAL OFFICIAL INFORMATION A
12/03/ 2002 10:21/#283 P.020/064 THE COMMON SEAL of THE OTAGO REGIONAL COUNCIL Common **∌**eal was attached in the presence of: Chairman Director SIGNED by JOHN WALTER MATANGI SANDERS OF ALEXANDRA AND-THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF N.Z. LIMITED in the presence of: Witness: Occupation: Address: The Common Seal of The Trustees Executors and Agency THE Company of New Zealand Limited was hereunto affixed COMMON n the presence of:-SEAL CF Authorised Signatory

CERTIFICATE AND APPLICATION FOR REGISTRATION

I, RUSSELL WAYNE SCOTT of Dunedin, Director of Corporate Services of the Otago 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 JOHN WALTER MATANGI SANDERS OF ALEXANDRA AND THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF N.Z. LIMITED 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.

Dated

1992

BETWEEN THE OTAGO REGIONAL

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

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AND

of

JOHN WALTER MATANGI SANDERS OF ALEXANDRA AND THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF N.Z. LIMITED

(called "the Farmer")

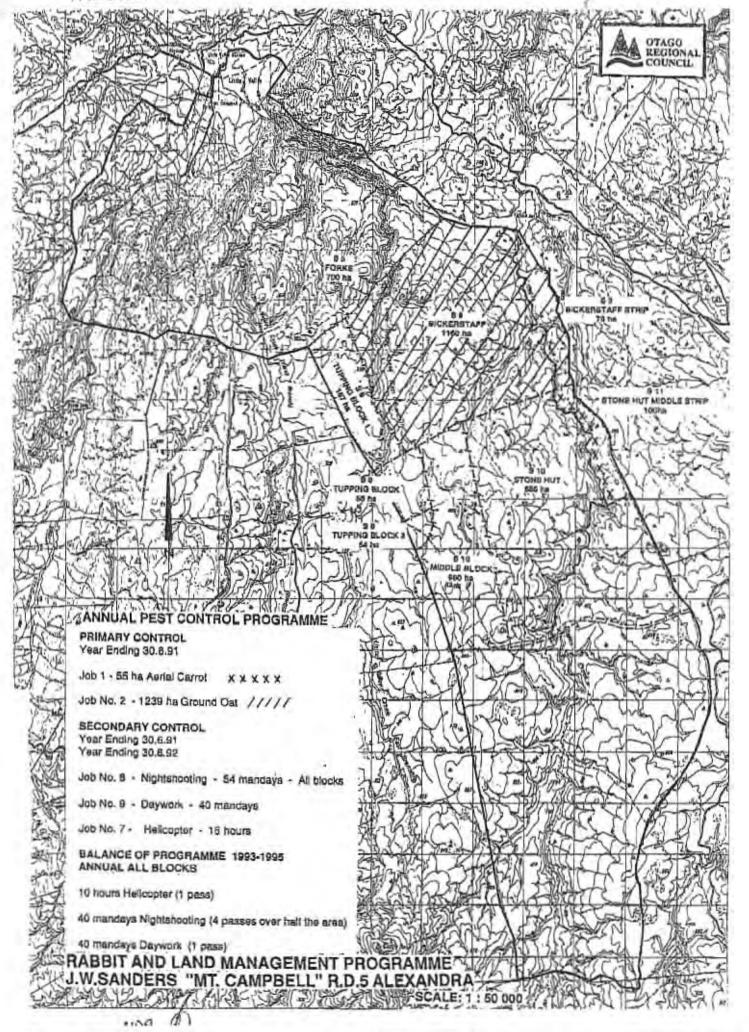
LAND IMPROVEMENT AGREEMENT

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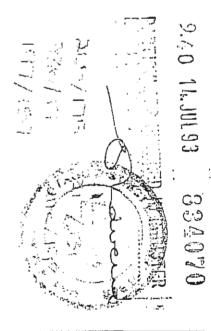
"RELEASED UNDER THE OFFICIAL INFORMATION ACT" 12/03/2002 10:22 #283 P.023/064 RELEASED UNDER THE OFFICIAL INFORMATION ACTS JOB No. 21 NETTING EXISTING FE NETTING EXISTING FENCE J - K 3.5 km C - D 1,8 km NETTING EXISTING FENCE 8 · F · G 4.8 km JOB No. 29 NETTING EXISTING PENCE F - L 2.4 km JOB No. 28 NETTING EXISTING FENCE A - B 4,0 km JOB No. 6 NETTING EXISTING BOUNDARY FENCE H - 1 7.6 km KEV FIRST YEAR PROGRAMME ENDING SOLLEY SECOND YEAR PROGRAMME EMPHIS 20.5 THIRD YEAR PROGRAMMS ENDING IN. LES FOURTH YEAR PROGRAMME ENDING 30 Pearly - mining lives in he sess from - proposed substitute 0000 RABBIT AND LAND MANAGMENT PROGRAMME

J.W.SANDERS "MT. CAMPBELL" R.D.5 ALEXANDRA

DTAGO COUNCIL T47/9







To Chief Surveyor The partord have is up for recent on 30 June 1965 and he district volver (folio 309) has advised that it is possible that Little Valley Creeks and Hape Creeks are our 3 reduce is with, and as such Sudian Well gos Alo SS shops may be oppropriate.

Uall you please comment on Your survey requirement are on holio's Mythens

7/3/85 See 58 strys will be necessary of streams over 3 n wide, He recessary-see (1) G.D. Please invistigate femiliality of determining sec 58 strys from an aerial photos of adding into to computed flan. DUS 7/3/85 Photos 8286 Ely DE. De Descame avece defined And it would be difficult to dellarion the 20 in the is A. T. was test mape cheen as

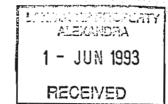
LA) Direcusord agour with Chief Surveyor.

Se will allow The diffusion of Little Valle Creek surs! Hope Creek to be taken from the NZMS!

topographical information.

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Our Ref: 241, 0019

28 May 1993

Commissioner of Crown Lands
Office of Crown Lands
Dept Survey & Land Information
CPO Box 170
WELLINGTON

ATTENTION: David Gullen

Dear Sir

PASTORAL LEASE RENEWAL: MT CAMPBELL STATION: P365

As I understand the case, the pastoral lease is to be renewed and the renewal date is in 1985. If there were no Section 58 strips, can they be imposed at renewal? The answer is no. Section 58(4) applies to leases issued under a "former Land Act".

Marginal strips can only apply to leases renewed after 10 April 1990, the date the provision of Part IVA Conservation Act came into force. That Act repealed Section 58. Section 24(9) provides that a renewal of a Land Act lease is a disposition, and is much wider than the provision of Section 58(4). It is confiscatory of the lessee's rights.

The issue of renewals of Pastoral Leases was addressed by Mr Levett on 30 June 1986. A copy of his opinion and the letters referred to are attached. I agree with the opinion.

Yours faithfully

C.D. Mouat

CORPORATE SOLICITOR

ENCL.

cc Ken Taylor ALEXANDRA KEN & PHILIP/H DAVE BRIAN BRIAN BRIAN BROB SUZANNE CONCESSEY FILE PROSE A 3/13/1

30 June 1986

Deputy Director-General

SECTION 58 LAND ACT 1948

copy attached

The ADLA(C) has referred to me a letter dated 8 November 1985, written on behalf of the Surveyor General to Mr A S D Evans following comments made before the Land Settlement Board on the subject of the application of section 58 of the Land Act 1948 in relation to pastoral leases. This letter has been brought to my attention by ADLA(C) because doubt has been expressed in the Land Administration directorate as to the validity of the advice contained in that letter, having regard to advice given in an opinion from the Crown Law Office dated 18 January 1932 on the effect of section 129 of the Land Act 1924.

The relevant part of the Crown Law Office opinion is to the effect that section 129 imposed a duty to reserve a strip of land from sale or other disposition in the prescribed circumstances but did not of itself create a reservation. In the words of the Crown Solicitor: "Some act of administration is necessary in order to show that section 129 has been complied with." As his reason for taking that view, the Crown Solicitor pointed out that in terms of section 129, the width of the strip could be varied so long as it was not less than one chain.

In my view, the Crown Law Office opinion on this point is equally applicable to section 58(1) of the Land Act 1948. Indeed there is more reason for construing section 58(1) in that way because of the extra discretionary factors attached to that subsection by the proviso thereto and subsection (2).

Thus if a strip of land is to be duly reserved in accordance with section 58(1) this requires a considered, deliberate action by or on behalf of the Board at the appropriate time, resulting in the strip being excluded from the documentary title granted pursuant to the sale or other disposition of the land in question. Normally the effective way of achieving this would be to define the land being disposed of by a survey plan clearly excluding the required strip for the purposes of section 58.

Moving now to the administration of section 58 in relation to pastoral leases with these considerations in mind:

Lease of Surveyed Land

If the current lease was issued under the Land Act 1948 and no section , 58 strip has been excluded from the land in the lease then there is no / room for action under section 58.

If in such case it is considered particularly desirable that the public have access to a river or stream etc flowing through or adjoining the land in the lease then the options to consider are:

- (i) Negotiation for surrender of the lease as to the required strip.
- (ii) Setting apart as reserve pursuant to section 167 of the pann Act 1948.
- (iii) Resumption by Proclamation under section 117 of the Note

2

Lease of Unsurveyed Land

If the current lease was issued under the Land Act 1948 then, pursuant to section 58(3)(b), the Board may at any time before the approval by the Chief Surveyor of the plan of survey of the land exclude from the lease any part, of the land required to be reserved under section 58(1). To be legally effective this would involve surveying the land in the lease to the exclusion of the required strips. The method (which I am informed has been used) of entering on the lease document what purports to be a blanket exclusion so as to avoid the need for survey is of doubtful validity if only for the reason that it precludes the exercise of the discretions built into section 58(1).

Lease issued under a former Land Act

By section 58(4): "The renewal under this Act of any lease or licence granted under any former Land Act shall, if the Board considers it to be equitable and in the public interest and so determines, be deemed to be a disposition of land for the purposes of subsection (1) of this section." Apparently this subsection may be invoked whether the land in the lease has been surveyed or not. Once the Board has exercised the power of determination under this subsection, any strip of land required to be reserved under subsection (1) may be excluded from the renewal lease (at the time of issue). Again, whether or not the land in the lease has been previously surveyed, this would involve the preparation of a sufficient plan to satisfactorily define the excluded areas.

D A Levett

Office Solicitor

13/1/29/3

8 November 1985

Mr A S D Evans Grange Settlement Road TE MUKA

Dear Mr Evans

SECTION 58 STRIPS ON PASTORAL LEASES

In reply to your enquiry of 14 October 1985 I confirm that Mr Hawkey's comments regarding the application of section 58 of the Land Act 1948 to pastoral leases coincide with departmental interpretation and administration.

The authority is contained in subsection (3) which states that where pastoral land is disposed of on any tenure the board may exclude the land required for section 58 strips from the disposition.

section 58 strips therefore apply:-

- whether or not there is a statement to that effect on the pastoral Lease document;
- to all streams over three metres wide whether or not they appear on cadastral maps and whether or not there is a statement to that effect on the pastoral Lease document.

W A Robertson

for Surveyor-General

settlement Road

14 October 1985

The Surveyor General
Department of Lands & Survey
Private Bag
WELLINGTON

Dear Sir

SECTION 58 STRIPS ON PASTORAL LEASES

On 11 October 1983 I discussed with Mr W Hawkey, Surveyor General, he matter of Section 58 strips on the margins of streams over three metres wide running through Pastoral leases.

Mr Hawkey indicated that Section 58 of the 1948 Land Act applied to all Pastoral leases.

I pointed out that some Pastoral lease documents did not carry the statement "subject to the provisions of Section 58 of the Land Act 1948".

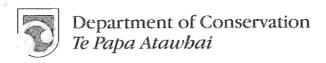
Lochaber Station Pastoral lease in the Orari catchment is one and I now understand that in the Otago Land District Greenstone Station Pastoral lease is another.

Could you confirm that whether the Pastoral lease document states that Section 58 strips apply or do not include the statement, that Section 58 of the Land Act is paramount and that Section 58 strips apply on all streams over three metres wide whether they are shown on the Cadastral maps and whether or not this statement is typed .nto the Pastoral lease document.

Yours faithfully

A S D Evans

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



Our ref: P 356

8 May 2002

Property Manager Opus International Private Bag 1913 DUNEDIN



Attention John Kirk

Dear Sir

TENURE REVIEW: MT CAMPBELL

I refer to your letter of 6 May 2002.

The attached plan shows an area of conservation land adjoining the pastoral lease. This is recorded as con unit G43053. There is no concession over this land.

As the department has not always received advice from LINZ when marginal strips are created the department is not able with certainty to say whether there are any marginal strips affecting this property.

Yours faithfully

Ken Stewart

Community Relations Supervisor

For Conservator



