

Crown Pastoral Land Tenure Review

Lease name : OBELISK

Lease number : PO 264

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.

July 09

IN WITNESS WHEREOF the parties have hereunto subscribed their names this 21ST day of July 1997.

SIGNED by the Commissioner of Crown Lands for and on behalf of HER MAJESTY THE QUEEN in the presence of:))

Witness: [Signature]

Occupation: LYNETTE PORTER
TEAM MEMBER
Address: NATIONAL OFFICE
LAND INFORMATION N.Z.
WELLINGTON

Signed by Barbara E' Stella Sanders as Lessee:

Witness: [Signature]

Occupation: J. A. Williamson
Solicitor
Address: Alexandra

Signed by Alexander John Sanders as Lessee:

Witness: [Signature]

Occupation: J. A. Williamson
Solicitor
Address: Alexandra

Signed by William Donald Stewart Armitage as Lessee:

Witness: [Signature]

Occupation: Jan R. Leonard
Legal Executive
Address: Dunedin

[Signature]
S. D. BROWN
COMMISSIONER OF CROWN LANDS
LAND INFORMATION N.Z.
WELLINGTON

[Signature]
B E Sanders

[Signature]
A J Sanders

[Signature]
W D Stewart

CDE S15 - Request Manual Copy		X	
Document Type	Requirement	Request Id	18231
Reference Number	299904	User Id	dabercrombiedu
Land District	Otago	Request Date	14/09/2001 08:39:05
Method of Delivery	Post	Client Reference	dabercrombiedu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments			
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Primary Contact	Mr David Abercrombie		
Street	P O Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees..	OK	Cancel	

- colour on plans - held?
original held @ help desk for you
too
John @ Lang

WAT
SOLICITOR

J. HERBERT MOWAT, LL.M.

TELEPHONE 141
P.O. BOX 46

AVOCA HOUSE
125 SCOTLAND STREET
ROXBURGH
OTAGO CENTRAL, N.Z.

18th August, 1966

JCM/KS

The District Land Registrar,
DUNEDIN.

Dear Sir,

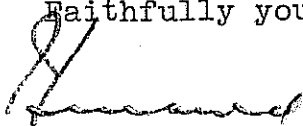
James Donald Sim - Pastoral Lease P.96
in Volume 338 Folio 117

On behalf of the mortgagee of the above
title, Hugh John Shields, I recently produced
the above lease for part cancellation under
Proclamation No. 29904. 299004

I am now asked to produce the lease to
enable a registration by Messrs Brent Anderson
Lloyd & Henderson, and I authorize its
production for that purpose.

The instrument for which production is
authorized is a second mortgage dated
18th July 1965 to the State Advances Corpor-
ation of N.Z. securing £4,750.

Faithfully yours,



J.C. Mowat

WAT
SOLICITOR

ABERT MOWAT, LL.M.

TELEPHONE 141
P.O. BOX 46

AVOCA HOUSE
125 SCOTLAND STREET
ROXBURGH
OTAGO CENTRAL, N.Z.

1st July, 1966

The District Land Registrar,
Private Bag,
DUNEDIN.

Dear Sir,

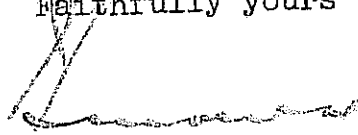
Proclamation 299904 affecting Part
Run 498 Block III Cairnhill S.D.

With reference to your notice herein,
I enclose the following documents for
production as requested namely -

1. Certificate of Title Volume 338
Folio 117 (Pastoral Lease P.96).
2. M/Mortgage 161524.

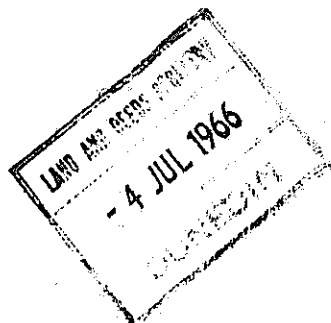
Please return to me in due course.

Faithfully yours



J.C. Mowat

Enc.
Reg.



P.W. 175

Job Nos 4496, 4536, 4537, 4538
4543

The District Land Registrar,
INVERCARGILL/DUNEDIN

MINISTRY OF WORKS,
P.O. BOX 451,
DUNEDIN

10 MAY 1966

P.W. 92/2/47/6/47 99904

I enclose, for deposit in your office, copy of a Gazette
Notice together with a copy of the plans referred to
therein.

Will you kindly register the document against all lands
affected thereby, inform me when this has been done, and advise the
number allotted to the document.

If you find the document doubtful or incorrect in any
respect, will you please refrain from registering it and inform me
at once.

J.F. Henderson
District Commissioner of Works

Per: *A.L. Leads*

ENCL. Copy of Notice
Copy of plan M.O.W. 20034, 20035, C.O. 13458, 13459.

Dear Sir,
James Dona
in Vol
bealf of the
John Shiel
leave for part
29904.
asked to
at
x
b
c

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

299904

Extract from N.Z. Gazette, 28 April 1966, No. 24, page 689

Declaring Leasehold Estate in Land Taken for the Development of Water Power (Roxburgh Power Project) in Blocks II, III, XIII, and XVII, Cairnhill Survey District, and Block II, Fraser Survey District

PURSUANT to section 32 of the Public Works Act 1928, the Minister of Works hereby declares that, a sufficient agreement to that effect having been entered into, the leasehold estate in land described in the First Schedule hereto, held from Her Majesty the Queen by Charles Joseph Dougherty, under and by virtue of renewable lease recorded in Volume 338, folio 12, and the leasehold estate in land described in the Second Schedule hereto, held from Her Majesty the Queen by James Donald Sim, under and by virtue of renewable lease recorded in Volume 338, folio 117, and the leasehold estate in land described in the Third Schedule hereto, held from Her Majesty the Queen by Douglas Haig Hamilton, under and by virtue of renewable lease recorded in Volume 386, folio 18, and the leasehold estate in land described in the Fourth Schedule hereto, held from Her Majesty the Queen by Thomas Christopher Craig, under and by virtue of renewable lease recorded in Volume 315, folio 15, and the leasehold estate in land described in the Fifth Schedule hereto, held from Her Majesty the Queen by John James McCambridge, under and by virtue of renewable lease recorded in Volume 451, folio 130, all Otago Land Registry, is hereby taken for the development of water power (Roxburgh Power Project).

FIRST SCHEDULE

OTAGO LAND DISTRICT

ALL those pieces of land situated in Otago R.D., described as follows:

A. R. P. Being
1 32 Part Section 10, Block XVII, Cairnhill S.D.; coloured sepia on M.O.W. 20035 (S.O. Plan 13459).
0 32
1 2 5
1 0 Part Section 18, Block II, Fraser S.D.; coloured sepia on M.O.W. 20035 (S.O. Plan 13459).
0 32
1 3 5
21-1-34

338/12

SECOND SCHEDULE

OTAGO LAND DISTRICT

ALL those pieces of land situated in Otago R.D., described as follows:

A. R. P. Being
2 0 Part Run 498, Block III, Cairnhill S.D.; coloured sepia on M.O.W. 20034 and M.O.W. 20035 (S.O. Plans 13458 and 13459).
8 8 4
8-8-7-10

338/117

THIRD SCHEDULE

OTAGO LAND DISTRICT

ALL those pieces of land situated in Otago R.D., described as follows:

A. R. P. Being
0 0 Part Run 570, Block XIII, Cairnhill S.D.; coloured sepia on M.O.W. 20034 and M.O.W. 20035 (S.O. Plans 13458 and 13459).
2 20
0 0
0 0
0 32
24-3-12

338/18

FOURTH SCHEDULE

OTAGO LAND DISTRICT

ALL those pieces of land situated in Otago R.D., described as follows:

A. R. P. Being
0 0 Part Section 34, Block III, Cairnhill S.D.; coloured orange on M.O.W. 20034 and M.O.W. 20035 (S.O. Plans 13458 and 13459).
4 0 0
0 10
0 5
1 2 32
5-3-7

315/14

FIFTH SCHEDULE

OTAGO LAND DISTRICT

ALL those pieces of land situated in Otago R.D., described as follows:

A. R. P. Being
0 20 Part Section 19, Block II, Cairnhill S.D.; coloured orange on M.O.W. 20035 (S.O. Plan 13459).
0 20
0 5
2 32
451/130

451/130

As the same are more particularly delineated on the plans marked and coloured as above mentioned and deposited in the office of the Minister of Works at Wellington.

Dated at Wellington this 28th day of March 1966.

PERCY B. ALLEN, Minister of Works.

(P.W. 92/12/47/6; D.O. 92/12/47/6/47)

R. B. Owen, Government Printer, Wellington, New Zealand

M 137912

M 161524

M 128697

M 292691

10-3-37

Completed 289889
285407
289888

299904

PARTICULARS ENTERED IN THE REGISTER-BOOK
VOL. 315 FOLIO 15, 338/12, 338/117,

11 MAY 1966 386/18 and 451/130

1.55 O'CLOCK, and Mortgages 128697, 137912
161524 and 292691

[Signature]
Assistant Land Registrar
DUNEDIN
OTAGO, N.Z.

Words Advised

315 5 14 137912

338 1 14 128697

The State Advances Corporation

338/117 14 161524

J.C. Stewart Solicitor

451/130 14 292691

*Senclair Gillies & Partners
Solicitors*

412933 Pursuant to Section 35 of the
Public Works Act 1951 the leasehold
estate therein has merged with the
fee simple estate of the land described
in Gazette Notice 318099 of 26.7.1996 at
2.25pm *[Signature]* ALR

LAND & DEEDS	
Nature:	G/N
Firm:	MOW
11 MAY, 1966	
Time:	1.55pm
Fees:	NIL
Abstract No.	

1131

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

15/01/2002 16:34 #975 P.001/003

ODIE S15 Request Manual Copy			
Document Type	Standard	Request Id	34691
Reference Number	318099	User Id	dabercrombiedu
Land District	Diago	Request Date	15/01/2002 09:07:57
Method of Delivery	Fax	Client Reference	dabercrombiedu
Requested By		Status	Being Processed
<input type="checkbox"/> Certified Copy			
Comments	Obelisk		
Delivery Details			
Firm	Abercrombie & Assoc. Ltd.		
Primary Contact	Mr. David Abercrombie		
Street	P O Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees	OK	Cancel	

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

15/01/2002 16:35 #975 P.002/003

318093



MWP_0014892

*Section Index A-0 Pages 90, 91,
97 and 253 and*

PARTICULARS ENTERED IN THE REGISTER-BOOK
VOL. *Card* FOLIO *Index for Runs 498 + 570*

28 AUG 1967

AT 2.14 O'CLOCK.

Handwritten initials and scribbles

Assistant Land Registrar
OTAGO

Works Advised

412933 Pursuant to Section 35 of
the Public Works Act 1981 the
leasehold estate of the land in Gazette
notice 297404 has merged with the within land.
26.7.1996 at 2:25pm

Jumavett

ALR

737371.1 Gazette Notice 1997 p 2545
relating the within land to be Crown
land. 1.10.1997 at 1.30

Handwritten signature
Fr. Dnr

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

15/01/2002 16:35 #975 P.003/003

Extract from *N.Z. Gazette*, 17 August 1967, No. 50, page 1374

*Crown Land Set Apart for the Development of Water Power
(Roxburgh Power Project) in Blocks II, III, XIII, and XVII,
Cairnhill Survey District, and Block II, Fraser Survey
District.*

PURSUANT to section 25 of the Public Works Act 1928, the Minister of Works hereby declares the land described in the Schedules hereto to be set apart for the development of water power (Roxburgh Power Project) from and after the 21st day of August 1967.

FIRST SCHEDULE

OTAGO LAND DISTRICT

ALL those pieces of land situated in Otago R.D., described as follows:

3 4 174
0 807
6 177
2 5475
0 807
1 7347

A. R. P.		Being
8	1 32	} Part Section 10, Block XVII, Cairnhill S.D.; coloured sepia on M.O.W. 20035 (S.O. Plan 13459).
0	0 32	
1	2 5	
6	1 8	} Part Section 18, Block II, Fraser S.D.; coloured sepia on M.O.W. 20035 (S.O. Plan 13459).
0	0 32	
4	3 5	

SECOND SCHEDULE

OTAGO LAND DISTRICT

ALL those pieces of land situated in Otago R.D., described as follows:

0 533
3 1555

A. R. P.		Being
0	2 32	} Part Run 498, Block III, Cairnhill S.D.; coloured sepia on M.O.W. 20034 and M.O.W. 20035 (S.O. Plans 13458 and 13459).
7	3 8	

THIRD SCHEDULE

OTAGO LAND DISTRICT

ALL those pieces of land situated in Otago R.D., described as follows:

8074
3 6422
1 0622
8074
3 7231

A. R. P.		Being
2	0 0	} Part Run 570, Block XIII, Cairnhill S.D.; coloured sepia on M.O.W. 20034 and M.O.W. 20035 (S.O. Plans 13458 and 13459).
9	0 0	
2	2 20	
2	0 0	
9	0 32	

FOURTH SCHEDULE

OTAGO LAND DISTRICT

ALL those pieces of land situated in Otago R.D., described as follows:

1 6187
0 253
0 126
6 880

A. R. P.		Being
4	0 0	} Part Section 34, Block III, Cairnhill S.D.; coloured orange on M.O.W. 20034 and M.O.W. 20035 (S.O. Plans 13458 and 13459).
0	0 10	
0	0 5	
1	2 32	

FIFTH SCHEDULE

OTAGO LAND DISTRICT

ALL those pieces of land situated in Otago R.D., described as follows:

0 506
0 506
0 126
2 833

A. R. P.		Being
0	0 20	} Part Section 19, Block II, Cairnhill S.D.; coloured orange on M.O.W. 20035 (S.O. Plan 13459).
0	0 20	
0	0 5	
0	2 32	

As the same are more fully delineated on the plans marked and coloured as above mentioned and deposited in the Office of the Minister of Works at Wellington.

Dated at Wellington this 13th day of July 1967.

PERCY B. ALLEN, Minister of Works.

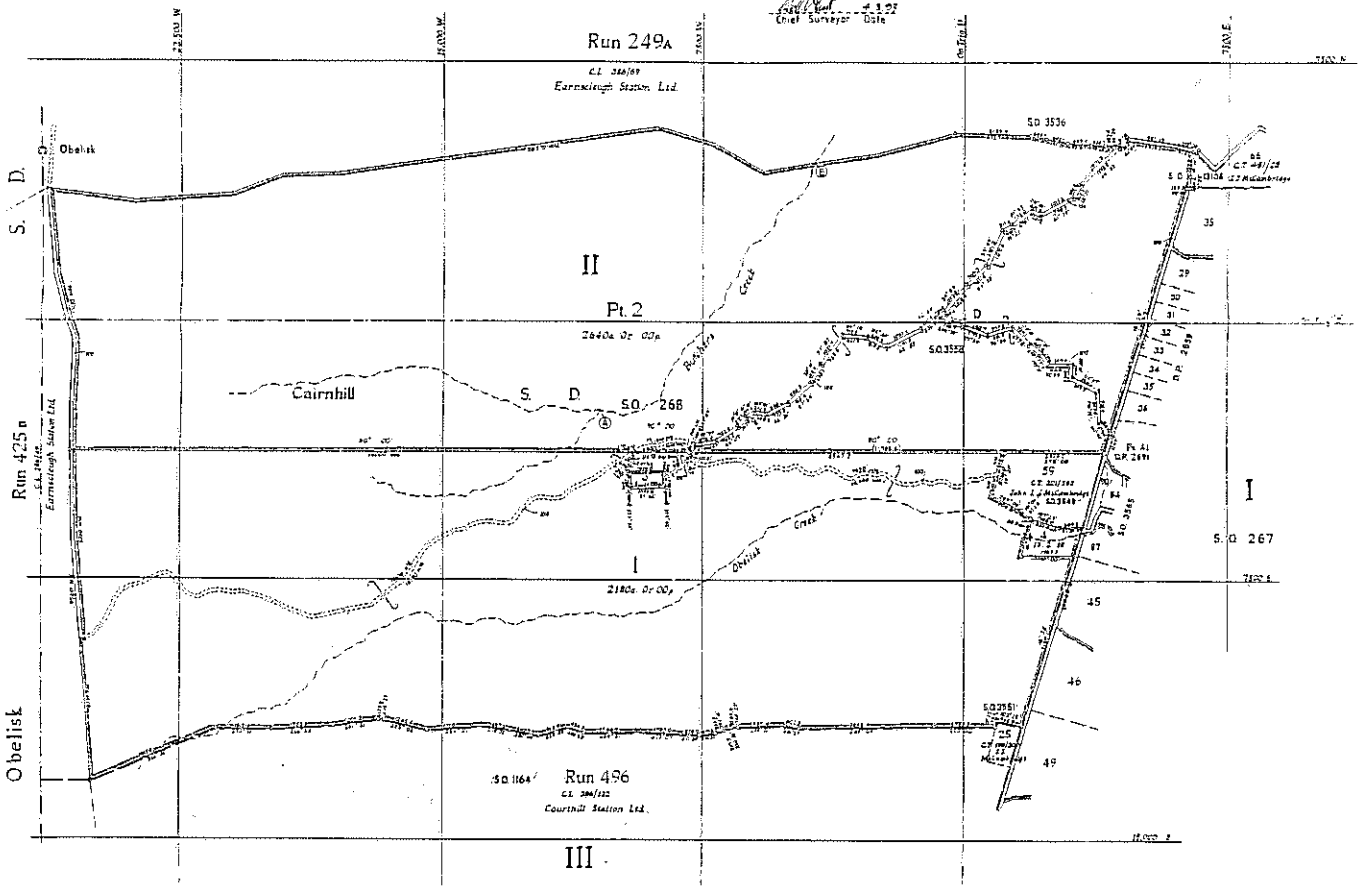
(P.W. 92/12/47/6; D.O. 92/12/47/6/47)

13174

13174

Shown	Lease	Description	Waterways	Subject to Sec	Effective Date
(C)-(D)	P 264	Pt. Sec. 2	Butcher's Creek	24(1) & 24(3)	1. 7. 1994

Note: Under Sec 24(1) the bed of the stream remains in Crown ownership



Total Area : 4836a. 3r 18p.

LEGISLATION CITED

All Roads coloured burst since local by Sec 112A P.W. Act 1928

13174

Received	9. 2. 59
File	P. 264
Instructions	
Reference Plans	19 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
Field Book	
Traverse Book	
Examined by	
Recorded	
Plan in order for approval	
Approved	

Secs. 1, 3 & 4 & Pt. Sec. 2

Blk. II Cairnhill S.D.

Otago Land District

Local Body : Vincent County

Scale : 15 chains to an inch. Compiled March 1962.

Approved as a compilation for Pastoral Lease purposes

Chief Surveyor 5/11/1962

13174

Copied for purposes of CPL
tenure review due diligence from
file: P 264 Vol 4 22

LEASES EXPIRING 31 DECEMBER 1993

FILE	PROPERTY NAME	CT REF	LEGAL DESCRIPTION
Po 350	Sandy Point	13A/1121	Secs 1-7 SO 22542, Blk 7 Tarras SD.
Po 349	Mount Grand	13A/1206	Sec 1, SO 2255.

LEASES EXPIRING 30 JUNE 1994

FILE	PROPERTY NAME	CT REF	LEGAL DESCRIPTION
Po 274	Minaret	A2/1316	Runs 337 & 337A Mid & Upper Wanaka and Matukituki SD's.
Po 264	Obelisk	A2/1315	Secs 1, 3, 4 & 8-19 inclusive & Pt Sec 2, Blk II <u>Courthill</u> SD.
Po 33	Styx Run	5A/202	Run 248M Loganburn & Upper Taieri SD's.

Ken Taylor

22 October 1993

Marginal strips are required over Butchers Creek and any land extending and abutting the landward margin of Lake Roxburgh.

The correct description is:

Sections 1, 3, 4 and 8-19 and Part Section 2 Block II Cairnhill SD

We wish to annotate the lease.

B W Soper
for District Manager/Chief Surveyor

LANDCORP PROPERTY
ALEXANDRA
25 OCT 1993
RECEIVED

CDE S15 - Request Manual Copy		X	
Document Type	Instrument	Request Id	18232
Reference Number	828193	User Id	dabercrombiedu
Land District	Otago	Request Date	14/09/2001 08:39:52
Method of Delivery	Post	Client Reference	dabercrombiedu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments			
Delivery Details			
Firm	Abercrombie & Asso. Ltd		
Primary Contact	Mr David Abercrombie		
Street	P O Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees...	OK		Cancel

LAND IMPROVEMENT AGREEMENT

This agreement is made the

17th

day of

February 1992

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

AND Alexandra Charles Birnie Sanders and Barbara E'Stella Sanders of Fruitlands (called "the Farmer")

WHEREAS

- (i) The Farmer is the owner or lessee of the land described in the First Schedule ("the land").
- (ii) The Farmer farms the land.
- (iii) The Council and the Farmer have agreed to the rabbit and land management plan ("the plan") set out in the Second Schedule for the purposes of:
 - (a) controlling or eradicating rabbits on the land;
 - and
 - (b) conserving the soil and vegetation on the land.
- (iv) The Council has agreed under Section 30 of the Soil Conservation and Rivers Control Act 1941 to pay grants towards the cost of implementing the plan.
- (v) The parties have agreed that the payment of grants will be made on the terms set out in this agreement.
- (vi) The parties have also agreed that the terms of this agreement will bind the Farmer and any successors in title to perform and observe the terms of this agreement.
- (vii) The agreement is to be registered against the title to the land under Section 30A of the Soil Conservation and Rivers Control Act 1941.
- (viii) The plan is part of the Rabbit and Land Management Programme being undertaken by the Crown and the Council in the Otago region.
- (ix) All grants paid by the Council under the plan are wholly funded by the Crown.
- (x) the plan is conditional upon:
 - (i) continuing Crown funding of the Rabbit and Land Management Programme in the Otago region; and
 - (ii) the payment to the Council by the Crown of money necessary for the Council to make the grants payable by the Council under the plan.
- (xi) The Ministry of Agriculture and Fisheries ("MAF") is responsible for implementing monitoring and overseeing the Rabbit and Land Management Programme for the Otago Region on behalf of the Crown.
- (xii) The plan has been approved by the Ministry of Agriculture and Fisheries.
- (xiii) The parties wish to record their agreement in writing.

IT IS AGREED:

1. Commencement

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

Handwritten signatures and initials
BIO
[Signature]

Handwritten mark

2. **The Farmers Obligations**

2.1 The Farmer shall:

1. implement the plan
2. carry out the works in the plan to be undertaken by the Farmer
3. adopt and maintain land management practices described in the plan
4. carry out any maintenance required by the plan
5. use any rabbit control or eradication measures described in the plan
6. establish and maintain land uses prescribed by the plan
7. make on demand the payments to be made by the Farmer under the plan

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

3. **The Councils Obligations**

3.1 The Council shall:

1. carry out any works in the plan to be undertaken by the Council
2. make the grants to be paid by the Council under the plan
3. provide the Farmer with technical advice and assistance until 30 June 1995 (any technical advice and assistance and monitoring after that date shall be on terms and conditions to be agreed by the Council and the Farmer).

3.2 The Council shall carry out its obligations in accordance with the specifications in the plan.

4. **Grants**

4.1 Subject to 4.3 grants shall be paid by the Council at the percentage rates set out in the plan.

4.2 Any dollar figures (other than the property cap) shown in the plan are illustrative only and not binding on the Council or the Farmer.

4.3 The grant payable by the Council shall not exceed (in dollars) the property cap set out in the plan. If further funds become available from the Crown, the Council may in its discretion make additional grants on the same terms and conditions that are set in this agreement and the plan.

5. **Financial Records**

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

6. **Information**

6.1 The Farmer shall, on request, supply any information requested by the Council on:

1. implementation of the plan
2. execution of the works described in the plan
3. maintenance of the works
4. the Farmers land management practices
5. pest and noxious plant levels on the land
6. rabbit control or eradication measures undertaken by the Farmer
7. the costs of implementing the plan
8. the costs of undertaking further or additional rabbit control or eradication measures
9. the costs and benefits of the plan

MS nje
BIO
BBS

Q

7. Right of Entry

7.1 After giving notice (orally or in writing) to the Farmer whenever practicable, the Council or MAF may, at any time, enter the land to:

1. inspect the land
2. monitor the implementation of the plan
3. evaluate the success of the plan
4. take samples.

7.2 In carrying out an inspection the Council and MAF may use any vehicles and other equipment it considers necessary.

7.3 If the Council or MAF has been unable to give notice to the Farmer before entering the land, the Council or MAF shall give the Farmer written notice of entry immediately afterwards and in the notice tell the Farmer what was done.

7.4 Nothing in this clause shall apply to the exercise by the Council of its powers under Section 56 (1) (b) Agricultural Pests Destruction Act 1967. Rabbit control and eradication measures shall only be undertaken by the Council on the land with the consent of the Farmer or after notice has first been given in accordance with Sections 56 (2) and 117 of that Act.

8. Disclaimer

8.1 The Farmer acknowledges:

1. the Farmer has been offered an opportunity of receiving independent financial and management advice on the plan and its effects and implications
2. the Farmer has entered into this agreement solely in reliance upon the Farmers own judgement
3. the Farmer has not entered into this agreement in reliance upon or in consideration of any advice given or statement made by MAF or the Council
4. the Farmer has been advised to obtain and has had the opportunity of receiving independent legal advice of the terms of this agreement and its effects and implications.

9. Duration

9.1 Subject to clauses 9.2 and 9.3 the Farmers obligations under this agreement shall end on 30 June 2010.

9.2 The Farmer shall not remove or damage any trees planted under the plan without the Council's written consent before 30 June 2010.

9.3 The Farmer shall carry out the land management practices stipulated in the plan until 30 June 2000 unless the Council and the Farmer otherwise agree.

10 Further Rabbit Control, Eradication and Land Management

10.1 It is the Farmer's responsibility to prevent rabbit populations increasing and maintain rabbit control and eradication measures after 30 June 1995. If the Farmer fails to prevent rabbit populations increasing or fails to maintain rabbit control or eradication measures after that date Council reserves the right to exercise its powers under the Agricultural Pest Destruction Act 1967, the Noxious Plants Act 1978, the Rating Powers Act 1988 and any other legislation administered by the Council. In particular (but without limiting the Councils powers) the Council may enter the land and carry out rabbit control or eradication measures, works, or maintenance of works, make and levy rates and recover any costs incurred by the Council from the Farmer.

11. Default by the Farmer

11.1 If the Farmer breaches this agreement and the breach is capable of being remedied then the Council shall serve a written notice on the Farmer describing the breach and requiring the Farmer to remedy the breach within the time specified in the notice.

11.2 The time given to remedy the breach shall be a reasonable time having regard to the nature and effect of the breach and the means by which the breach can be remedied.

Ab.S. nze
Big
MB

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

- 11.3 If the breach cannot be remedied the Council shall give notice of the breach to the Farmer.
- 11.4 If the Farmer fails to remedy the breach within the time specified in the notice or if the breach is incapable of remedy the Farmer shall, upon demand, pay to the Council the amount of the grant actually paid by the Council under the plan to the date of demand by the Council under this agreement or such lesser sum as the Council decides should be repaid to the Council.
- 11.5 The amount recoverable by the Council under the preceding subclause shall be a reasonable sum having regard to the nature and effect of the breach.
- 11.6 If the Farmer is dissatisfied with
1. Council's finding that the Farmer is in breach of the agreement
 2. the time fixed by the Council to remedy any breach
 3. the sum payable by the Farmer under clause 11.4

the Farmer may, within 14 days of receiving notice of the breach, or as the case may be, the notice of demand he may by written notice to the Council refer the matter to arbitration for determination.

12. Arbitration

- 12.1 Any dispute between the Council and the Farmer under this agreement shall be referred to arbitration.
- 12.2 The dispute shall be determined by a single arbitrator appointed by the parties, or failing agreement the nominee of the Minister of the Environment or the Minister's delegate.
- 12.3 Any reference to arbitration shall be deemed to be a submission to arbitration in terms of the Arbitration Act 1908.
- 12.4 The Arbitration Act 1908 shall apply to any arbitration under this agreement.
- 12.5 The award of the Arbitrator shall be final and binding on the parties.

13. Service

- 13.1 Notices may be served on the Council by being delivered to the Council's principal office.
- 13.2 Notices may be served on the Farmer either
1. personally; or
 2. by post; a notice sent by post shall be deemed to be served on the Farmer on the 7th day after posting unless the contrary is proved. It is sufficient that the notice be addressed to the Farmer's last known address or to the address of the land.

14. Enforcement

- 14.1 This agreement is a land improvement agreement under Sections 30(3) and 30A of the Soil Conservation and Rivers Control Act 1941.
- 14.2 All the provisions of those Sections shall apply to this agreement.
- 14.3 Any sum payable to the Council under clause 11.4 may be recovered by the Council under Section 30A of the Soil Conservation and Rivers Control Act 1941.
- 14.4 This agreement shall bind the Farmer and the Farmer's successors in title.
- 14.5 The Council shall register this agreement against the title to the land.

15. Personal Liability of the Farmer

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

16. **Variations**

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

17. **Agreement Conditional upon Government Funding**

- 17.1 This agreement is conditional upon the Crown paying to the Council annually during the period 1 April 1990 to 30 June 1995 the money necessary to enable the Council to pay the grants set out in the plan up to the level of the property cap.
- 17.2 This condition is a condition subsequent.
- 17.3 If the Crown fails to provide the Council with funds then the Council shall give notice to the Farmer. This notice shall relieve the Farmer and the Council from further performance of this agreement except that:
 - 1. works commenced shall be completed to the extent that the Council has received funds for those work from the Crown
 - 2. works (excluding removal or planting of vegetation) completed shall be maintained by the Farmer until 30 June 2010
 - 3. any trees already planted shall not be removed without the Council's written consent before 30 June 2010
 - 4. the Farmer shall continue land management practices and land uses already adopted in accordance with the plan until 30 June 2000 provided that they are not part of an integrated farming programme under the plan in which other parts of that programme have not been completed or put in place.
 - 5. the Farmer shall maintain any areas stripped of or planted with vegetation until 30 June 2000
 - 6. the provisions of clauses 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 18 and 19 of this agreement shall continue to apply.

18. **MAF's Rights**

- 18.1 The rights, powers and immunities conferred on MAF by clauses 7, 8, 13 and 16 of this agreement are "benefits" and MAF is "a beneficiary" for the purposes of the contracts (Privity) Act 1982.
- 18.2 MAF may enforce those provisions as if it were a party to this agreement in accordance with the terms of this agreement and the provisions of the Contracts (Privity) Act 1982.

19. **Interpretation**

- 19.1 "Council" includes its officers, employees, agents and independent contractors.
- 19.2 "Farmer" includes any person acquiring the Farmer's interest in the land; and includes any guarantor.
- 19.3 "Grant" means the money payable by the Council under the plan.
- 19.4 "Guarantor" means the person or persons who sign the guarantee annexed and if more than one, both or either of those persons.
- 19.5 "Land management" includes:
 - 1. adhering to specific livestock levels
 - 2. using particular feed production techniques
 - 3. using particular livestock types and breeds
 - 4. implementing specific grazing programmes
 - 5. supplying livestock with specified feed
 - 6. retiring land from use by livestock

Schedule 1

Legal Description

✓ C.T. 10D/639 ✓	Sec 34 and 35 Block 1 Cairnhill Survey District ✓	27.5970ha ✓
✓ C.T. A2/1267 ✓	Section 66 Block II Cairnhill Survey District ✓	33.8115ha ✓
✓ C.T. 191/121 ✓	Allotments Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), and Seventeen (17) ✓ on plan of The Fruitland Estate deposited in the Land Registry Office at Dunedin as No. 2859 and being also sections 2, 3, 4, 5 and 7 and Parts of Sections 6 and 8 Block 1 on the public maps of the Cairnhill District. ✓	101.3915 ✓
✓ C.T. A2/1315 ✓	Sections 1, 3, 4, 8 to 19 inclusive and Part Section 2, Block II Cairnhill Survey District ✓	6856-0-08 acres ✓ Approx. 2774.5851ha ✓

Subject to X.14865 ✓

Schedule 2

Part I Programme Works Summary

Programme Aims:

1. Reduce the rabbit population on 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 poisonings by the introduction of alternative control measures, 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.
- Fluctuations in financial returns to the Farmer due to weather and market fluctuations.
- New fencing (part Job 2) on the northern boundary between the paddocks and the main state highway together with a line (Job 8) between the neighbouring Kerr property and Obelisk are additions to the original plan. These works will be completed provided adequate financial returns are in place during the plan period.

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The identified aims will be achieved by the following:

1. Programme Summary

1.1 Primary Control Operations

Aerial Carrot Poisoning operation which will reduce numbers to levels which can be handled with secondary control methods (Job 1 - 598ha aerial carrot River Face and Top Hogget).

1.2 Rabbit Netting Programme that:

Isolates the extreme prone land from moderate prone land, and from neighbouring extreme prone land (Job 3 C-D 4.0km and Job 8 B-F 1km). Also subdivision netting which reduces the extreme prone into 3 blocks from 2, gives more poisoning flexibility and secondary control pressure. (Job 2 A-B 1km net existing fence).

1.3 Secondary Control Operations

Ground work and aerial operations are allowed for in this plan, with the objective of reducing rabbits to very low number and keeping them there.

Specific operations are: (All 846ha)

3 passes nightshooting (Jobs 4, 9, 13, 17)

1 pass daywork (Jobs 5, 10, 14, 18)

1 pass Helicopter (Jobs 6, 11, 15, 19)

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 \$79524.

2.4 All costs set out in Part IV are purely illustrative. The prices are estimates in 1990 dollar terms only and do not include GST. Grants will be based on costs actually incurred.

2.5 The location of works is shown on the attached map.

2.6 The area or areas in which rabbit control and eradication measures are to be carried out are shown on the attached map.

2.7 The programme or specifications may be varied by the Council.

3. Consents

3.1 No part of the programme shall be implemented without the Farmer first obtaining any necessary consent, licence, permit or other legal authority ("consent").

3.2 It may be necessary for the Farmer to obtain a consent from the Council. The Farmer shall consult with the Council to find out whether any consent is required.

3.3 Neither the agreement nor this plan are a waiver by Council of the need to obtain any necessary consent nor a representation that such consent is unnecessary nor that any necessary consent will be granted.

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

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Part II Livestock Management:

As already described under property management of the full programme text a careful grazing regime is proposed for the R & L M Lands and shall be:

- 1.1 River Face 375ha
No more than 90 stock units per annum to be spelled: December to April inclusive every year and October to April inclusive once every 3 years.
- 1.2 Bottom Hogget 223ha
No more than 80 stock units per annum to be spelled every year December - April inclusive and October to April inclusive once every 3 years.
- 1.3 Top Hogget 248ha
No more than 80 stock units per annum to be spelled every year December - April inclusive and October to April inclusive once every 3 years.

R & L M blocks above will be utilised by young stock (700 Hoggets June to October).

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

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Part III Various Specifications

Specification 1 - Operational Commencement Criteria

Primary and Secondary Control

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

Annual Works Monitoring

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

Specification 2 - Fencing

Subdivision netting

To be equivalent to the following minimum:

- One driven upright (waratah or flat standard) every 4m.
- 100mm treated wooden posts where required by terrain.
- Four 12¹/₂ gauge or No. 8 wires, bottom wire as close to the ground as practical conditions permit, top wire to be firmly secured to uprights.
- Rabbit netting (minimum standard 40" (1,016mm) x 1⁵/₈" diamond x 17 or 18 gauge wire) to be securely fastened at 0.5m intervals and at either side of uprights, and fastened to bottom three wires. An apron of netting, with a minimum of 8" (200mm) on ground to be either ploughed in or securely rocked and pegged, toward the uphill or rabbit pressure side of the fence.
- Securing of difficult points (culverts, washouts, gullies, cattlestops etc.) to be handled on an individual basis.

Netting Existing Fences

- Fences must have, or be upgraded to, a driven upright every 5m with sufficient posts, strainers, stays and tiedowns to constitute a sound structure.
- 40" (1,016mm) x 1⁵/₈" diamond x 17 or 18 gauge wire rabbit netting to be securely fastened by clips or wire at 0.5m spacings and on either side of each upright to 3 wires, one of which is the bottom wire of the fence. An apron of netting with a minimum of 8" (200mm) to be either ploughed in or securely rocked and pegged toward the uphill or rabbit pressure of the fence.
- All gates to be silled and rabbit secured.
- Securing of difficult points (culverts, washouts, gullies, cattlestops etc.) to be handled on an individual basis.

Upgrading Existing Netting

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

Netting Electric Fences

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

Specification 3

Access Tracking

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

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

1. **Grade**

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

2. **Width**

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

3. **Batters**

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

4. **Water Tables**

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

5. **Stream Crossings**

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

6. **Culverts and Cutoffs (other than crossings)**

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

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

7. **Revegetation**

Once construction is completed, disturbed areas shall be oversown and top-dressed immediately with suitable material, where this is an appropriate follow-up step. Germination of seed is

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better on fresh cuts and fills. Seed and fertiliser mixture to be as directed by local Land Management Officer.

8. Track Surface
- 8.1 In some places the oversown plants may not be sufficient to prevent scouring and erosion of the track surface and some metalling may be required. A rate of 1 m³/10m of track is usually sufficient to provide traction.
- 8.2 The track surface shall be free of corrugations and debris so that it is readily negotiable.

Specification 4

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

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

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

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

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

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

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

Specification 7 & 7B

Primary & Secondary Control Operations: Costs & Claims

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

Specification 12

Habitat Modification

1. **Helicopter Applications: Briar and Matagouri**
Area to be sprayed and conditions to be followed as approved by the Council Officer.
2. **Helicopter Applications: Spray Gorse and Broom**
Specification: aerial application helicopter chemical Tordon at 11 litres/ha application at \$80.00ha/hour.
3. **Ground Application: Spray Gorse and Broom**
Specification: ground application gun and hose chemical Tordon at 1 litres/400 litres water coverage of approximately 0.5ha/hour.
4. **Grader: Clearing Gorse and Broom**
Specification: use of grader to scrap of gorse and broom windrow into heaps and level surface. No work to be undertaken on river banks or within 20m of river channel. The follow up is considered maintenance work and will be at the farmers cost. This

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will involve rotary slashing of level ground regrowth and spraying windrow regrowth.

5. Rootraking:

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

6. Maintenance:

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

Specification 14:

Fertiliser Application

Application proposed when associated with block spelling and grazing conditions.

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

Rate 75-125 kg/ha.

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

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

Specification 16:

Browse shrub/Saltbush Establishment

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

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

A suitable residual herbicide is to be applied after planting.

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

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**Part IV
Breakdown of Five Year Programme
Annual Works Programme**

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

Job No.	Work	Total Cost \$	Grant Rate \$	Grant \$	Farmers Cost \$
15 Month Programme to 30.6.92					
1.	Aerial Carrot 598ha @ \$20.00/ha	11960	70	8370	3590
2.	Net Existing Fence A-B 1km Materials @ \$2315/km Labour @ \$800/km	2315 800	100 0	2315 0	0 800
3.	New Netting Fence C-D 1.56km Materials @ \$4450/km Labour @ \$2000/km 2.5km Materials @ 2225/km Labour @ \$1000/km	6675 2300 5565 2500	100 0 100 0	6675 0 5565 0	0 2300 0 2500
4.	Nightshooting 845ha 21 mandays @ \$250	5250	70	3675	1575
5.	Daywork 845ha 34 Mandays @ \$240	8160	70	5710	2450
6.	Helicopter 845ha 8 hours @ \$500	4000	70	2800	1200
21.	Annual Works & Inspection @ \$0.50/ha	422	70	295	127
22.	Night Count Monitoring @ \$0.50/ha	422	70	295	127
	Subtotal	<u>50369</u>		<u>35700</u>	<u>14669</u>
7.	Planning and Supervision @ 12% T.C Grant Works (\$14669)	5372	100	5372	0
	Total	<u>55741</u>		<u>41072</u>	<u>14669</u>

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12 Month Programme to 30.6.93

8.	New Netting Fence B-F 1km Materials @ \$4450/km Labour 1/2 @ \$2000	4450 1000	100 0	4450 0	0 1000
9.	Nightshooting 845ha 21 Mandays @ \$250/ha	5250	70	3675	1575
10.	Daywork 845ha 23 Mandays @ \$240	8160	70	5710	2450
11.	Helicopter 845ha 8 Hours @ \$500/hour	4000	70	2800	1200
23.	Annual Works Inspection	422	70	295	127
24.	Night Count Monitoring	422	70	295	127
	Subtotal	<u>23704</u>		<u>17225</u>	<u>6479</u>
12.	Planning & Supervision @ 12% T.C. Grant Works (\$22704)	2724	100	2724	0
	Total Second Year	<u>26428</u>		<u>19949</u>	<u>6479</u>

12 Month Programme to 30.6.94

13.	Nightshooting 845ha 15 Mandays @ \$250	3750	70	2625	1125
14.	Daywork 845ha 20 Mandays @ \$240	4800	70	3360	1440
15.	Helicopter 845ha 5 hours @ \$500	2500	70	1750	750
25.	Annual Works Inspection	422	70	295	127
26.	Night Count Monitoring	422	70	295	127
	Subtotal	<u>11894</u>		<u>8235</u>	<u>3569</u>
16.	Planning & Supervision @ 12% T.C. Grant Works (\$11894)	1427	100	1427	0
	Total Third Year	<u>13321</u>		<u>9752</u>	<u>3569</u>

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12 Month Programme to 30.6.95

17.	Nighshooting 845ha 10 Mandays @ \$250	2500	70	1750	750
18.	Daywork 845ha 10 Mandays @ \$240	2400	70	1680	720
19.	Helicopter 845ha 3 hours @ \$500	1500	70	1050	450
27.	Annual Works Inspection @ 0.50/ha	422	70	295	127
28.	Night Count Monitoring @ 0.50/ha	422	70	295	127
	Subtotal	<u>7244</u>		<u>5070</u>	<u>2174</u>
20.	Planning & Supervision @ 12% T.C. Grant Works (\$)	869	100	869	0
	Total Fourth Year	<u>8113</u>		<u>5939</u>	<u>2174</u>

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SUMMARY OF FOUR YEAR PROGRAMME

Year	Total Cost	Grant	Farmer Cost
1	\$55741	\$41072	\$14669
2	26428	19949	6479
3	13321	9752	3569
4	8113	5939	2174
TOTAL	\$103603	76712	26891

TOTAL GRANT WORKS 1991-1995

	Est. Cost	Grant Rate %	Grant
Aerial Carrot 598ha @ \$20/ha	11960	70	8370
Net Existing Fence 1km @ \$2315/km	2315	100	2315
New Netting Fence 4.0km @ \$4450/km (Materials)	16690	100	16690
Nightshooting 67 Mandays @ \$250	16750	70	11725
Daywork 98 Mandays @ \$240	23520	70	16464
Helicopter 24 Hrs @ \$500	12000	70	8400
Annual Works Inspection	1688	70	1182
Night Count Monitoring	1688	70	1182
Subtotal	86611		66328
Planning & Supervision @ 12% R.C Grant Works	10393	100	10393
Total	97004		76721

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 \$79,524 which will be subject to annual appropriation from government.

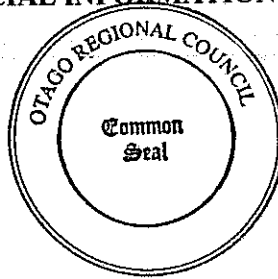
SPECIFIC FORMAL APPROVAL IS GIVEN FOR GRANT OF \$35,700 TOWARDS RLM PLAN WORKS TO 30 JUNE 1992, WHICH HAS BEEN COMPLETED UNDER INTERIM OR PROVISIONAL PLANS, AND ADVANCE APPROVALS.

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



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)
)
Chairman

[Signature]

)
)
)
Director

SIGNED by

~~ALEXANDRA CHARLES BIRNIE SANDERS~~
~~AND BARBARA E'STELLA SANDERS~~

[Signature]
in the presence of:

Witness: [Signature]

Occupation: Account Clerk

Address: Alexandra

Signed by
Alexandra Charles Birnie
Sanders in the presence of:

[Signature]

[Signature]
Law Clerk to Denise Stewart
Solicitors
Dunedin.


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"RELEASED UNDER THE OFFICIAL INFORMATION ACT"
CERTIFICATE AND APPLICATION FOR REGISTRATION

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

1. this agreement is a duplicate of the land improvement agreement made under Section 30(3) and 30A Soil Conservation and Rivers Control Act 1941 between the Otago Regional Council and Alexandra Charles Birnie Sanders and Barbara E'Stella Sanders of Fruitlands 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.

Chas. Wye
810
B&B

Dated

1992

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

AND ALEXANDRA CHARLES
BIRNIE SANDERS AND
BARBARA E'STELLA
SANDERS

of FRUITLANDS
(called "the Farmer")

LAND IMPROVEMENT AGREEMENT

Alas *9*
BCO *BSL*

PROPOSED GRAZING MANAGEMENT - A.C. SANDERS & SONS

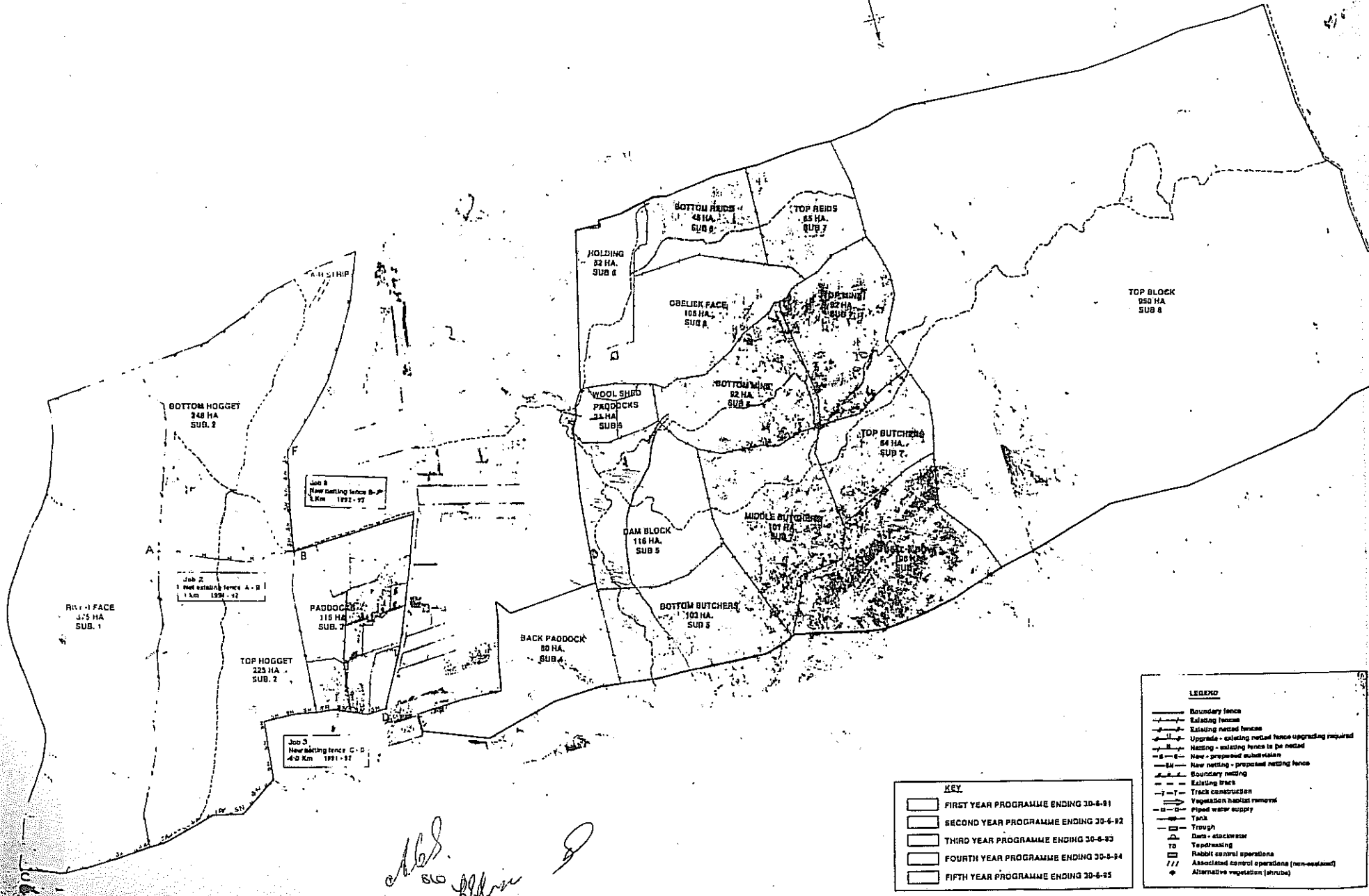
R & L M PLAN No 66 Ram Out Sell 200 Ewe Hoggets Wethers Shorn → Tailing

su/ha	PADDOCK NAME	HA AREA	Pre Lamb Hoggets		Paddock ewes		Weaned		Weaned		MAR		APRIL	
			MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB		
0.39	TOP BLOCK	950								650 W				
											450 Ewe Res	2000		
2.7	TOP REIDS	65				1500				800 E				
2.8	BOTTOM REIDS	48			450 21					1000 MA E				
1.3	ODELISK FACE	105				450 21				350 E	600 Ewes			
1.7	HOLDING	52					650 W							
1.7	TOP MINE	92	450 21	2000				150 MA Ewes				1500		
1.5	BOTTOM MINE	92						300 MA Ewes				650 H		1500
2.3	DAM BLOCK	116			1500			300 MA Ewes	800 E			1500		1500
2.4	TOP BUTCHERS	64					650 W	1950		200 MA Ewes				
2.1	MIDDLE BUTCHERS	101				1500 E				350 MA Ewes			E	
1.8	BOTTOM BUTCHERS	103						1950		350 MA Ewes			E	
2.8	BELL & BOW	108	1500	Ewes						300 MA Ewes		450 H		
1.9	WOOLSHED PADDOCKS	21							450 H		450 H			
2.7	BACK PADDOCKS	80			650 W				450 H		500 AD Ewes		650 E	1885
3.7	HOME PADDOCKS	115		500	AD	Ewes						500	AD	Ewes
0.33	TOP HOGGET	223		650 H										
0.30	BOTTOM HOGGET	248					650 H							
0.23	RIVER FACE	375	650	Weth.										

= R&LM BOUNDARY

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

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KEY

[Shaded Box]	FIRST YEAR PROGRAMME ENDING 30-6-91
[Light Shaded Box]	SECOND YEAR PROGRAMME ENDING 30-6-92
[Medium Shaded Box]	THIRD YEAR PROGRAMME ENDING 30-6-93
[Dark Shaded Box]	FOURTH YEAR PROGRAMME ENDING 30-6-94
[White Box]	FIFTH YEAR PROGRAMME ENDING 30-6-95

LEGEND

[Solid Line]	Boundary fence
[Dashed Line]	Existing fence
[Dotted Line]	Existing retted fence
[Line with arrows]	Upgrade - existing retted fence upgrading required
[Line with dots]	New - proposed subdivision
[Line with dashes]	New - existing subdivision
[Line with crosses]	New retting - proposed retting fence
[Line with triangles]	Boundary retting
[Line with squares]	Existing track
[Line with circles]	Track construction
[Line with diamonds]	Vegetation hauler removal
[Line with stars]	Piped water supply
[Line with pluses]	Track
[Line with crosses]	Trough
[Line with dots]	Dam - at stake use
[Line with triangles]	Yeastreaming
[Line with squares]	Rabbit control operations
[Line with diamonds]	Associated control operations (non-sealants)
[Line with pluses]	Alternative vegetation (strubs)

Handwritten signatures and initials:
 A.S.
 S.W.
 P.H.
 D.

APPROVED	DATE
[Signature]	26/6/92

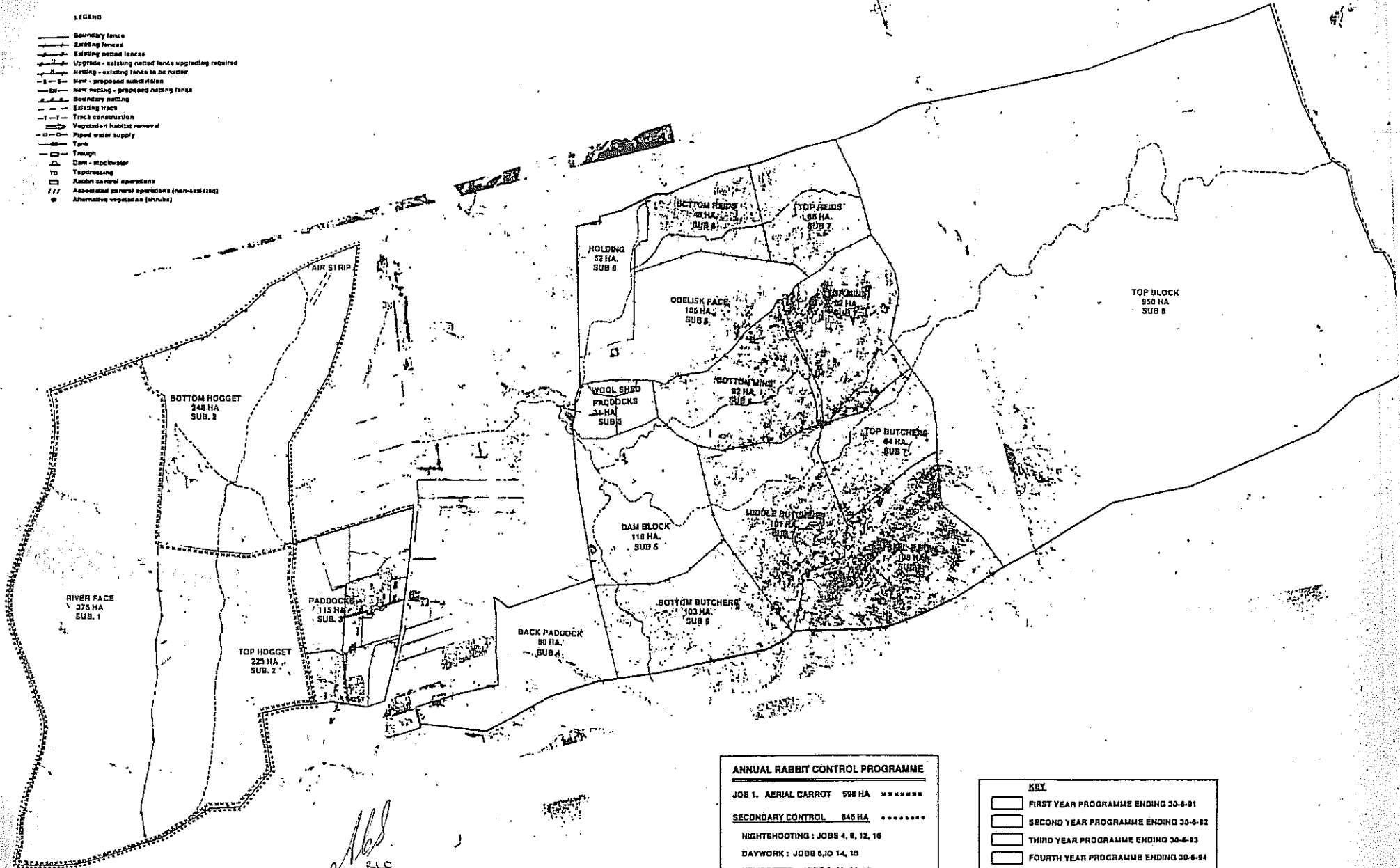
NO.	NAME	DATE
1	J. KILLEN	10/11
2	B. W. A. 21, 23, 24	1/12
3	B. W. A. 25	10/11
4	B. W. A. 26	10/11



**RABBIT AND LAND MANAGEMENT PROGRAMME
 OBELISK STATION
 ANNUAL WORKS PROGRAMME**

AMOUNT (M\$)	JOB NO. (T-214)
	L 13007/4

- LEGEND**
- Boundary fence
 - - - Existing fences
 - - - Existing netted fences
 - - - Upgrade - existing netted fences upgrading required
 - - - Netting - existing fences to be netted
 - - - New - proposed subdivision
 - - - New netting - proposed netting fence
 - - - Boundary netting
 - - - Existing trees
 - - - Track construction
 - - - Vegetation habitat removal
 - - - Piped water supply
 - - - Trench
 - - - Trough
 - - - Dam - stockwater
 - - - TD - Topsoiling
 - - - Rabbit control operations
 - - - Associated control operations (non-assisted)
 - - - Alternative vegetation (strubbs)



ANNUAL RABBIT CONTROL PROGRAMME

JOB 1, AERIAL CARROT 598 HA *****

SECONDARY CONTROL 848 HA *****

NIGHTSHOOTING: JOBS 4, 8, 12, 16

DAYWORK: JOBS 5, 10, 18

HELICOPTER: JOBS 6, 11, 14, 19

KEY

- FIRST YEAR PROGRAMME ENDING 30-6-91
- SECOND YEAR PROGRAMME ENDING 30-6-92
- THIRD YEAR PROGRAMME ENDING 30-6-93
- FOURTH YEAR PROGRAMME ENDING 30-6-94
- FIFTH YEAR PROGRAMME ENDING 30-6-95

Handwritten notes:
 M.S.
 S.C.
 S.P.
 S.R.

APPROVED	<i>M.S.</i>	DATE	24/10	APPROVED	<i>M.S.</i>	DATE	24/10
PROJECT	RABBIT AND LAND MANAGEMENT PROGRAMME	CLIENT	OBELISK STATION	PROJECT	RABBIT AND LAND MANAGEMENT PROGRAMME	CLIENT	OBELISK STATION
DESIGNER	G. B. R. E.	DATE	10.91	DESIGNER	G. B. R. E.	DATE	10.91
SCALE	1:1000	SCALE	1:1000	SCALE	1:1000	SCALE	1:1000

FILE COPY



MWP_0013314

9.13 22.APR93 828193

PARTICULARS ENTERED IN REGISTER

LAND REGISTRY OTAGO

ASST. LAND REGISTRAR

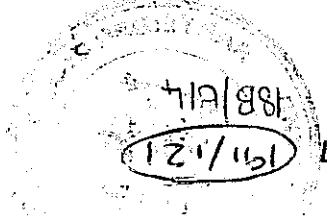
[Handwritten signature]

191/121

198/614

A2/1315

ICD/639 A2/1267



Facsimile

Toitu te Land whenua Information New Zealand



To: D. Abercrombie
 Company: Abercrombie & Assoc.
 Fax No: 471 9455
 From: Joan Taylor
 Date: 170901
 Page 1 of: 3
 Our Ref: Your manual LOL request/s 18233 & 18212
 Your Ref: As above

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

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Subject: Manual request/s

Dear Client

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

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

Joan

P.S.

It would help me a lot if you could indicate in the Comments area of the request a document type & file number please.

Many thanks *Joan*

CDE S15 - Request Manual Copy		X	
Document Type	Unrecorded	Request Id	18233
Reference Number	885763 TE.	User Id	dabercrombiedu
Land District	Otago	Request Date	14/03/2001 08:40:21
Method of Delivery	Hand Delivered	Client Reference	dabercrombiedu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments			
- Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Primary Contact	Mr David Abercrombie		
Street	P O Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Esca	OK	Cancel	

A2/135

NF (7221, 799)

nd- EDS = Missing prior to LOC