



Crown Pastoral Land Tenure Review

Lease name : Otamatapaio

Lease number : Po 343

Due diligence report (including status report)

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.

Copied July 2003

**DUE DILIGENCE REPORT
TO THE
COMMISSIONER OF CROWN LANDS**

K F REF: Po 343/1 **LINZ REF** **CASE NO:**

LEASE NAME: Otamatapaio **LESSEE:** Otamatapaio Station (1993) Limited

LOCATION:

The property is situated in the Upper Waitaki Valley on the southern shore of the west arm of Lake Benmore on State Highway 83, 10 km west of Otamatata. Oamaru, some 95 km distant, is the nearest major commercial centre. The property is long and narrow and covers the westerly faces of the Otamatapaio River catchment from Lake Benmore to the top of the Hawkdun Range. The lease is run in conjunction with 1193 ha of adjacent freehold land around Lake Benmore known as Glenburn.

DATE OF THIS REPORT:

22 November 1999

LEASE DETAIL:

Land Tenure: Pastoral Lease under Section 66 of the Land Act 1948.
Lease Po343.

Legal Description: Sections 3, 5 - 12 Block II Gala Survey District being all the land contained in Instrument of title CL 12B/ 342 (Otago Registry).

Area: 7917.0383 hectares

Term: 33 years from 1 July 1991 to 30 June 2024

Rental Value: \$240,000

Annual Rent: \$3,600 (plus GST)

Date of Next Review: 1 July 2002

Lease Stock Limit: 5500 sheep including not more than 2310 ewes.

Personal Stock Limit:

While run in conjunction with the freehold Glenburn Station 8500 total stock units being:

3000	breeding ewes
1000	ewe hoggets
3000	adult wethers
1000	wether hoggets
150	cows

A exemption to carry 12000 sheep (*including not more than 4500 breeding ewes*) and 300 cattle (*including not more than 180 breeding cows*) on the pastoral lease and freehold combined was approved on 1 December 1999.

LAND STATUS REPORT SUMMARY:

Land Status Report prepared by approved person attached.

SUMMARY OF FEATURES FROM TOPOGRAPHICAL AND CADASTRAL DATA:

No communication sites are marked on the above maps.

A single line of national grid power transmission lines are shown to cross the property along the lake margin above State Highway 83 for about 4.5 km.

The Cadastral map shows that the river boundary of the Otamatapaio River has a marginal strip for 12 km from State Highway 83 to just above the entrance of Alfred Creek. Extending up the creek channel above this for 3.5 km is a long narrow ribbon of land marked as "Crown land" that does not appear to be a marginal strip by its survey line nature.

The marginal strip appears to vary from the actual river channel shown on the topographical map at State Highway 83 where the current channel diverts eastward (*onto the neighbouring property*).

The only other watercourse of significance, being Glen Creek, has no marginal strip shown.

The fenced boundaries have significant variations from their legal line. A major variation occurs along the upper valley floor of the Otamatapaio River where it appears that the majority of the flats (*outside the legal line*) have been fenced into the property. These areas are also shown as having two huts and access tracks on them.

Less significant variations also occur in the middle section of Glen Creek and the northern ridge boundary of the mountain blocks. The top of the range appears unfenced, near to and along the summit. (*See attachment 4 map*)

The major state highway State Highway 83 is the only legal road that affects the property. This road crosses the lease on the boundary with Lake Benmore and cuts off seven separate small sections (*Sections 5 - 11 Gala Survey District*) on the lake side of the road. It is not known if the small sections on the lake side of this highway are fenced.

No paper roads are in existence within the lease. One paper road meets the boundary on the top of the Hawkdun Range to the south.

No historic sites, water races or significant features could be identified.

The amalgamation of part of Glenburn Station into the lease and the creation of Section 3 Block II Gala Survey District (*from Part Run 743 and Part Run 729*) prior to lease issue in 1981 is not shown on the current Cadastral map. The areas are still shown as the two original separate runs.

The Proposed District Plan of the Waitaki District Council has no sites marked or issues that would affect the tenure review process.

SUMMARY OF LEASE DOCUMENT (*Instrument of Title CL 12B/342*):

The area, and commencement date of the Pastoral Lease on Crown Files are in agreement with the instrument of title (*CL 12B/342 Otago Registry*).

No non standard covenants exist on the lease.

Apart from mortgage registrations, company name changes, and routine transfers, the only significant entries are:

570520 Land Improvement Agreement pursuant to the Soil Conservation and Rivers Control Amendment Act 1941 - 11 February 1982 (*Farm Plan- un-discharged on lease but partial release on three small sections on the freehold land granted. See Government Programmes section for details of history of retirement proposal and off-site grazing provision controversy*). See attachment 5.

832514 Land Improvement Agreement under the Soil Conservation and Rivers Control Amendment Act 1941 - 23 June 1993 (*Rabbit and Land Management programme - un-discharged*). See attachment 6.

796889/2 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1 July 1991 and fixing for the first 11 years the annual rent at \$3,600 on a rental value to \$240,000 - 29 January 1992.

840514/3 Variation of the within lease - 13 October 1993 (*additional conditions related to Commissioner of Crown Lands consent to company share transfers, residence on lease and liability of company for employee actions*). (See attachment 7).

863049/1 Transfer being a grant of a right to convey water over part Section 3 herein marked "B" on the diagram annexed thereto appurtenant to lots 3 and 4 DP 23455 (CT 14C/1043) and Section 4 Block II and Section 7 Block IV Benmore Survey District (CT 12C/789) - 19 August 1994. See attachment 8

No other rights of way, mining privilege or un-discharged Compensation Certificates are resented on the lease document. The previous lease document for Po210 being CL 386/105 was also searched but no issues affecting the tenure review of the current lease were found.

DETAILS OF ANY NEIGHBOURING CROWN OR CONSERVATION LAND:

The Hawkdun Conservation Area H40 107 (*Otake Section - 3988 ha ex Two Mile Station*) just touches the boundary on the range top in the southern corner. This is held by the Director General of Conservation under the Reserves Act and has values cited as botanical, entomological, historic, landscape and recreational.

The small sections of the lease below the State Highway 83 (*Sections 6 - 11*) are fronted by a 20 metre operating margin held by the current owners of the hydro lake but do not have a marginal strip. The Section 5, south of the Sailors Cutting boat harbour, is surrounded on three sides by reserve land (*under the Reserves Act*) being the Otamatapaio Conservation Reserve and Recreation reserves (*Recreation reserves are vested in the Waitaki District Council*).

In the headwaters of the Otamatapaio River for 3.5 km is a long narrow ribbon of land (*18 ha*) marked as "Crown land" that has no title. This land was leased under Licence to Occupy (*M988*), on a 5 yearly basis in the 1970's, to Otamatapaio Station. In 1977 an application was made to incorporate it into the then lease Po210 but, because it formed part of the area planned for retirement, no action was taken (*see attachment 9 map*). No renewal of the Licence to Occupy was found. The area is fenced into the lease. As far as can be ascertained the land is not held under the Reserves Act and remains un-alienated Crown land.

Marginal strips on the Otamatapaio River (*Sections 4 and 12 Block II Gala Survey District*), created under Section 58 of the 1948 Land Act, exist along the western boundary of the lease for 12 km from State Highway 83 to just above the entrance of Alfred Creek. The marginal strip varies from the actual river channel at State Highway 83 where the current channel diverts eastward.

In 1991 under Part IVA of the Conservation Act 1987 the Chief Surveyor determined that these are subject to Section 24 (9) and that an additional short section of marginal strip be created further up the river where it again enters the lease. The lease was renewed in 1992 (*see attachment 10*).

No marginal strips were created on Glen Creek or along the Lake Benmore Margin.

The property was assessed under the Protected Natural Areas Programme but the identified RAP 4 Otamatapaio "Lone Totara" in the upper catchment of the Otamatapaio River has no legal status.

No other Crown land has been identified.

FILE SEARCH:

The records have been searched for the property (*Crown files held by Knight Frank 1958 - 1999, five volumes and files held by LINZ Dunedin and Christchurch - see attachment 2 for details*). The pre-1958 files held on PRL containing the first 236 folios and were not available for search and are assumed to be archived.

With the exception of some incorrectly numbered folios, and a few folios removed to the reclassified section RLF 1387, the records are complete. Confidence is held that all important data has been searched.

The property has a very full history. The pastoral lease (*originally Po210*) was in the Wardell family from 1920 - 1994. Originally it was run in conjunction with a freehold property (*Glenelg*) some 70 km distance but in 1979 that property was sold and the adjacent run of Glenburn (*pastoral lease*) was purchased and the two run together. In 1981 the Land Settlement Board approved the partial reclassification of 1345 ha of Glenburn to farmland and the balance plus Otamatapaio were incorporated into the present pastoral lease (Po343).

The Lease was purchased by Reda (NZ) Ltd in 1994 who changed the company name to Otamatapaio Station (1993) Ltd in 1994.

Major issues that fill the files include:

- (1) A serious attempt by the lessee (*including court cases and Ombudsman appeals*) to have a section of the neighbouring Otamatata Station on the sunny face of the Otamatapaio River included in the lease in the 1960's.
- (2) Taking of land by gazette notice for Hydro power development of Lake Benmore.
- (3) State Highway 83 alterations involving withdrawal and amalgamations for roading.
- (4) At reclassification and issue of the Po343 a major debate occurred on setting aside reserves and marginal strips along Glenburn Swamp and Lake Benmore Margin.
- (5) Three Catchment board Run Plans involving surrender of the mountain lands with off-site grazing provision that has never been executed due to disputes.
- (6) The property was involved in the Rabbit and Land Management Programme.
- (7) High interest in nature/ historical conservation and recreational values.

Almost every issue involved in the file history of the property indicates that the previous lessee was willing to co-operate on all issues of reserves and conservation but very reluctant to finally agree to any removal of land from his control.

Many of the controversial issues relate to the freeholded Glenburn portion and will not be addressed in this report.

Issues that have implications for tenure review related to Po343 are:

- (1) The boundary along the upper Otamatapaio River with Otematata Station (*ex Oamaru Harbour Board endowment land - taken by the Crown under Section 8 Reserves and Other Lands and Disposal Act 1964*) has had a acrimonious history since the 1960's when the Wardells applied to have approximately 1500 ha incorporated into their lease to give a better boundary. The existing fence in the valley floor was not on the legal line (*with the boundary being fenced mostly on the Otematata side - giving the grazing of the flats to Otamatapaio Station*). The proposal involved moving the boundary from the valley floor to the ridge line on the Otematata side and was opposed by the occupiers of that lease. The transfer was considered twice by the Land Settlement Board and declined. The decision was appealed by the Wardell's in the Supreme Court, then subject to a Ombudsman investigation. The Land Settlement Board's decision was upheld in both cases.

The boundary along the lower section of the Otamatapaio River against Bog Roy is fenced off the legal line on the Otamatapaio side giving advantage to Bog Roy. Agreement was reached in 1966 between the neighbours to recognise it as the practical boundary. The Bog Roy owner was indemnified against the possible cost of relocation to the correct line for a period of 5 years.

A section of Crown land (18 ha) in the upper Otamatapaio Valley floor was fenced into the property in 1975. No tenancy agreement for this area can be found on file.

The variation of the fenced and legal boundary line in Glen Creek lead to a valuation dispute over rental value resulting in a reduction of rental.

- (2) Run Plan retirement and surrender that failed to conclude due to a dispute on security of water rights related to off-site grazing provided (*see Government Programmes below for full details of this programme*). A Land Settlement Committee condition for approval of the transfer of Glenburn to Otamatapaio in 1978 (*attachment 14*) required a written undertaking to "complete the retirement and surrender of the upper Range when required." The written undertaking received (*attachment 15*) merely advises of the farm plan proposals leaving plenty of possibilities to avoid the commitment. This appears to have been accepted.

No conditions related to retirement were imposed at the partial reclassification of Glenburn in 1981.

- (3) The 18 ha of "Crown land" referred to in the section on neighbouring Crown land has very little file history. This land was leased under Licence to Occupy (*M988 - not viewed*) to Otamatapaio Station, on a 5 yearly basis, in the 1970's. In 1977 an application was made to incorporate it into the then lease Po210 but because it formed part of the area planned for retirement no action was taken. No renewal of the Licence to Occupy was found. The area was fenced into the lease prior to the application to incorporate it into the lease in 1975. A file note from the Chief Surveyor states that at lease renewal of Otematata Station, marginal strips along this section would need to be considered. Most of the river is actually on this Crown land and that if incorporated into a lease the marginal strip requirements would need to be addressed.

(4) Marginal strips:

These were processed by the Chief Surveyor in 1991 and cover all the Otamatapaio River contained within the lease (*see attachment 10*). No marginal strip was created for the Glen Burn or along the Lake Benmore frontage.

A condition of approval for the reclassification of part of Glen Burn and issue of Po343 in 1982 was that a marginal strip be laid off along the Lake Benmore Margin (*see attachment 11*). A lengthy dispute related to other conditions imposed (*reserve of Glenburn swamp*) as well as the marginal strip requirements related to the Glenburn portion (*not the proposed Otamatapaio lease*) ensued. No resolution to this was found on files searched but it appears that no marginal strip was imposed on the frontage related to Po343.

- (5) Currently an easement to lay a fibre optic telecommunications cable from ECNZ across the lower section of the property is being processed, but as of 5 December 1999 has not been registered against the lease document.

No recreational permits are issued for the lease.

GOVERNMENT APPROVED PROGRAMMES APPROVED FOR LEASE:

Three Catchment Board Run Plans have been carried out on the lease (Po210 and Po343) involving retirement, off-site grazing and surrender of majority of mountain lands (2675 ha - Range Block). Off-site grazing was provided through irrigation development but as the Waitaki Catchment Commission could not guarantee the water rights in perpetuity the lessee refused to accept surrender of the retired land from the lease (*see attachment 12 for a concise summary of the details and history to 1988*). Since that date DoC, Landcorp and the Waitaki Catchment Commission and their successors have unsuccessfully tried to have the land surrendered.

A legal opinion was sought from C D Mouat (*corporate solicitor Landcorp*) in 1993. A verbal response was received indicating that the land surrender was unenforceable because the Commissioner of Crown Land was not party to the contract. Since then the issue has not progressed and it remains unresolved. One agreement registered in 1983 remains on the lease document for Po343 (*see attachment 13 - two letters re-legal opinion on enforcement of retirement*).

The property was involved in the Rabbit and Land Management Programme (*negotiated by Wardell but taken over by Reda (NZ) Ltd in 1993*) and the agreement is registered on the lease document. This is a standard programme that does not contain any property issues that would affect tenure review.

UNCOMPLETED ACTIONS AND POTENTIAL LIABILITIES TO THE COMMISSIONER:

The following have been identified:


- (1) The fenced boundaries have significant variations from their legal line that could affect tenure review. A major variation occurs along the upper valley floor of the Otamatapaio River where the majority of the flats (*outside the legal line*) have been fenced into the property. The land included is pastoral lease held by Otamatata Station and 18 ha of un-alienated Crown land (*no title*).

Less significant variations also occur in the middle section of Glen Creek and the northern ridge boundary of the Hawkdun Range top (*see attachment 4 Map for areas of known variations*).

- (2) 18 hectares of un-alienated Crown land along the upper Otamatapaio River is fenced into the property. This land was leased under Licence to Occupy (M988) to Otamatapaio Station, on a 5 yearly basis, in the 1970's. No renewal of the Licence to Occupy was found on files, only a deferred application in 1977 to incorporate it into the lease. This area is deemed to have no current tenancy. The Chief Surveyor has noted that marginal strips will need to be taken out along this section of the river (*see attachment 9 - map showing un-alienated Crown land section*).
- (3) Under three farm plans the majority of the mountain land (2675 ha - Range Block) was proposed for surrender from the lease. All works and off-site provision appear to have been satisfactorily completed. The legal agreement under the Soil Conservation and Rivers Control Act 1941, registered on the lease has a condition that "immediate surrender" from the lease occur. This has not happened.

We are satisfied that we have fulfilled our duty of reasonable care, using the information we have available, to inform the Commissioner of all incomplete action and potential liabilities concerning the above named lease. No inspection of the lease has been undertaken.

Signed for Knight Frank (NZ) Limited


 Consultant 11 / 1 / 2000


 Manager 14 / 1 / 00

Approved/Declined

 Commissioner of Crown Lands / /

ATTACHMENTS:

- (1) Recent title search for each title considered.
- (2) Full list of information sources considered.
- (3) Land Status Check report from qualified person.
- (4) Map showing boundary variations from legal line.
- (5) Legal Agreement Run Plan (*Memorial 570520*).
- (6) Legal Agreement Rabbit and Land Management Programme (*Memorial 83514*).
- (7) Variation of lease (*Memorial 840514/3*).
- (8) Easement to convey water (*Memorial 863049/1*).
- (9) Map showing un-alienated Crown land section.
- (10) Marginal strip requirements from Chief Surveyor.
- (11) LSB conditions of lease reclassification (*folio 548*).
- (12) Summary of farm plan history to 1988 (*folio 645*).
- (13) Legal opinion on retirement enforcement (*two letters*).
- (14) Land Settlement Committee condition - transfer of Glenburn (*folio 422*).
- (15) Lessee written commitment to surrender (*folio 433*).
- (16) Background on Oamaru Harbour Board lease on Otematata Station (*folio 334*).

ATTACHMENT 1-1

NEW ZEALAND

REGISTERED IN THE LAND REGISTER OF NEW ZEALAND UNDER THE LAND TRANSFER ACT 1952

1st day of August 1981

Incorporated in Lists of Leases
for reference Pt P 210
Vol. Fol.
Vol. Pt 386 Fol. 105
L. and S. Ref. P 343

Pastoral lease of Pastoral Land under the Land Act 1948

[Signature]
ASSISTANT Land Registrar

This Deed, made the 5th day of August 1981, between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor"), of the one part, and OTAMATAPIA STATION LIMITED a company incorporated under the Companies Act 1955 and having its registered office at Dunedin (hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter, reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor does hereby demise and lease unto the Lessee ALL that parcel of land containing by admeasurement 7917.0383 ha more or less, situated in the Land District of Otago and being Sections 5, 5, 6, 7, 8, 9, 10, 11 and 12, Block II, Gala Survey District

SEE SEPARATE SHEET FOR DIAGRAM

is the same is more particularly delineated with bold black lines on the plan hereon; together with rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the balance of the term of 33 years from 1 July 1954 Yielding and paying therefor unto the Land Corporation of New Zealand at Dunedin the annual rental of \$594.00 payable without demand by half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

AND it is hereby declared and agreed that these provisions are intended to take effect as under the

and that subject as aforesaid the terms and conditions thereof are, with the necessary modifications, the same as those contained or implied in

registered as

IN WITNESS whereof the Commissioner of Crown Lands for the said Land District on behalf of the Lessor, has hereunto set his hand, and these presents have also been executed by the said Lessee.

Signed by the said Commissioner, on behalf of the Lessor, in the presence of—

Witness:
Occupation:
Address:

Commissioner of Crown Lands

Signed by the above-named Lessee in the presence of—

Witness:
Occupation:
Address:

Lessee

45272C-300/6/80 MK

OFFICIAL INFORMATION ACT

12.11.99

REGISTER

The Lessee doth hereby covenant with the Lessor as follows:
 That without derogation from or restriction of the covenants contained and implied in this lease and on the part of the Lessee to be confirmed or complied with the Lessee will not at any time during the said term depasture on the land hereby demised more than 5500 sheep which number shall not include more than 2310 breeding ewes PROVIDED HOWEVER that the Lessee may with the prior written consent of the Land Settlement Board carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Land Settlement Board to revoke or vary such consent at any time.
 AND it is hereby declared and agreed that these presents are intended to take effect as Pastoral Lease under the Land Act 1948 and that subject as aforesaid the terms and conditions thereof are with the necessary modifications, the same as those contained or implied in Pastoral Lease No P 210. The lease is issued pursuant to Section 93 of the Land Act 1948 on the subdivision of the land contained in Pastoral Lease No P 210 registered as Vol 386 folio 105.
 IN WITNESS whereof the ~~PROPERTY OFFICER, LAND SETTLEMENT BOARD OF CROWN LANDS FOR THE GOLD LAND DISTRICT~~ ^{PROPERTY OFFICER, LAND SETTLEMENT LIMITED, Dunedin} on behalf of the Lessor, has hereunto set his hand, and these presents have also been executed by the said Lessee.

Signed by the said Assistant Commissioner on behalf of the Lessor in the presence of: _____ Assistant Commissioner of Crown Lands

Witness: _____
 Occupation: _____

The Common Seal of OTAMATAPAIO)
 STATION LIMITED was hereunto)
 affixed in the presence of:)



Graham H. Waddell
 Director
[Signature]
 Secretary

12-11-99

REGISTER

SEE ENLARGEMENT A

SEE ENLARGEMENT B

OFFICIAL INFORMATION ACT

ENLARGEMENT A

ENLARGEMENT B

SEC 11
23737

SEC 10
30349

SEC 9
11167

SEC 8
02300

SEC 5
34847

SEC 12
250

SEC 3
7050.0 ha

HAWKOUN S.D

GALA S.D

OTAMATAPAU RIVER

BENMORE S.D
BLK V

CROWN LAND RES
FROM SALE SEC 50
LAND ACT 1948

Handwritten signature

GOs 21748, 21774-21778
AT

AREA 7917-0383 ha

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, GARRY RAYMOND PATRICK of Dunedin, Property Officer

HE BY CERTIFY -

12.11.99

1. THAT by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

OFFICIAL INFORMATION ACT

- AUCKLAND (North Auckland Registry) and there numbered B678573
- BLenheim (Marlborough Registry) and there numbered 136439
- CHRISTCHURCH (Canterbury Registry) and there numbered 48436672
- DUNEDIN (Otago Registry) and there numbered 681189/1
- GISBORNE (Poverty Bay Registry) and there numbered 167089.2
- HAMILTON (South Auckland Registry) and there numbered H734777
- HOKITIKA (Westland Registry) and there numbered 076748
- INVERCARGILL (Southland Registry) and there numbered 141782
- NAPIER (Hawkes Bay Registry) and there numbered 478751.2
- WELSON (Welson Registry) and there numbered 269962.1
- NEW PLYMOUTH (Taranaki Registry) and there numbered 341775
- WELLINGTON (Wellington Registry) and there numbered 860782.2

LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

- 2. THAT at the date hereof I was Property Officer of the said Corporation.
- 3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Dunedin this 16th day of February 1988

[Handwritten signature]

as a third mortgage - 8.11.1990 at 10.26am

[Handwritten signature]
A.L.R.

767016/11 Variation of Mortgage 331773 - 8.11.1990 at 10.26am

[Handwritten signature]
A.L.R.

OVER

REGISTER

12.11.99

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

SIGNED for and on behalf of
HER MAJESTY THE QUEEN pursuant to
a Deed lodged with the District Land
Registrar as No. 88188/2 by
LAND CORPORATION LIMITED
by its Attorney
GARRY RAYMOND PATRICK
in the presence of

LAND CORPORATION LIMITED
by its Attorney

Witness: [Signature]
Occupation: Property Officer
Address: Dunedin

[Signature]

315183 Mortgage to **The Rural Banking and Finance Corporation of New Zealand** - 14.6.1990 at 11.30 am
(Varied Five Times Subsequently)

DISCHARGED
24 JUL 1990

7889/2 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1.7.1991 and fixing for the first 11 years the annual rent at \$3,600.00 calculated on a rental value of \$240,000.00 29.1.1992 at 9.19am

[Signature]
A.L.R.

331773 Mortgage to **The Bank of New South Wales** - 13.9.1988 at 11.30 am

DISCHARGED
29 JAN 1989

810284/4 Variation of Mortgage 767016/9 - 22.7.1992 at 9.14am

[Signature]
A.L.R.

533388/1 Mortgage to **The Rural Banking and Finance Corporation** - 23.4.1980 at 1.35 pm
(Varied Once Subsequently)

DISCHARGED
22 JAN 1980

810284/5 Mortgage to **Grasm Harry Wardell and Rosemary Doris Webb** - 22.7.1992 at 9.14am

DISCHARGED
13 OCT 1992

[Signature]
A.L.R.

533388/2 Mortgage to **The Rural Banking and Finance Corporation of New Zealand** - 23.4.1980 at 1.35 pm
(Varied Once Subsequently)

DISCHARGED
26 OCT 1988

832514 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 23.6.1993 at 9.34 am

[Signature]
A.L.R.

570820 Land Improvement Agreement pursuant to the Soil Conservation and Rivers Control Act 1941 - 11.2.1992 at 2.18 pm

A.L.R.

840514/3 Variation of the within Lease - 13.10.1993 at 10.54am

[Signature]
A.L.R.

767016/9 Mortgage to **Rural Banking and Finance Corporation of New Zealand Limited** - 8.11.1990 at 10.26am

DISCHARGED
13 OCT 1991

A.L.R.

840514/4 Transfer to **Roda N.Z. Limited** - 13.10.1993 at 10.54am

[Signature]
A.L.R.

767016/10 Memorandum of Priority ranking Mortgage 767016/9 as a first mortgage, Mortgage 331773 as a second mortgage and Mortgage 533388/1 as a third mortgage - 8.11.1990 at 10.26am

A.L.R.

OVER

767016/11 Variation of Mortgage 331773 - 8.11.1990 at 10.26am

A.L.R.

A.L.R.

12.11.99

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

863049/1 Transfer being a grant of a right
to convey water over part Section 1 herein
marked 'B' on the diagram annexed hereto
appurtenant to Lots 3 and 4 DP 12345 (CF
14C/1043) and Section 4 Block IV and Section
7 Block IV Bannora Survey District (CF
12C/789) - 19.8.1994 at 9.19am

[Handwritten signature]
A.L.A.
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869886/1 Change of Name of the Registered
Proprietor to Otawapalo Station (1993)
Limited - 17.11.1994 at 10.06am

[Handwritten signature]
A.L.A.
[Large diagonal watermark: COPY]

869886/2 Mortgage to The National Bank of
New Zealand Limited - 17.11.1994 at 10.06am

[Handwritten signature]
A.L.A.

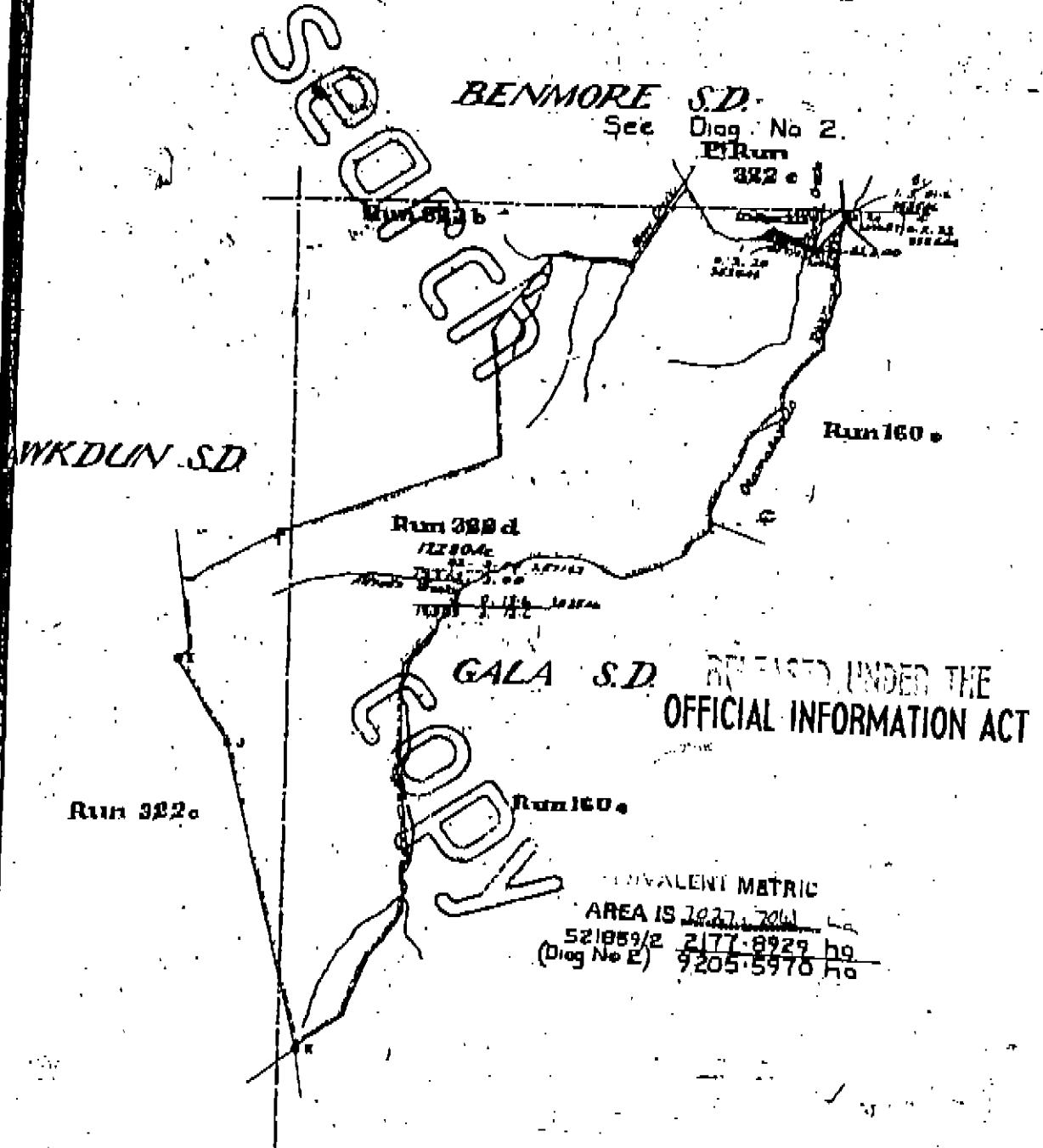
944502.1 Variation of Mortgage
869886.2
6.3.1998 at 9.46

[Handwritten signature]
for DLR

[Large diagonal watermark: COPY]

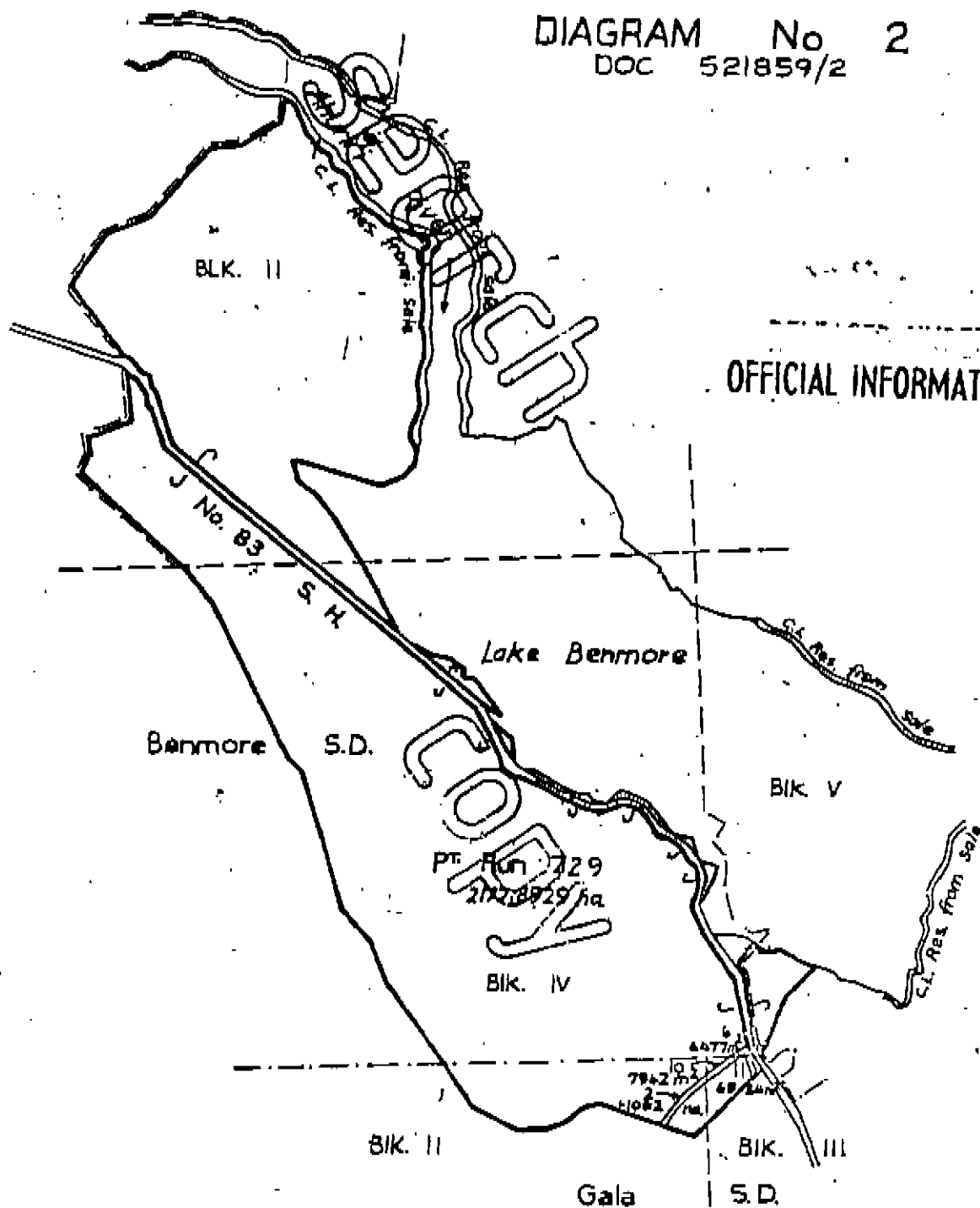
24.11.99

Benmore, Gala, and Hawkdun S.D.s 386/105



24.11.99

DIAGRAM No 2
DOC 521859/2



OFFICIAL INFORMATION ACT

Plan of Pt Run 729 Benmore & Gala S.D.
Sec. 2, BIK. II & Sec's 10,11, BIK. III Gala SD. & Sec. 6
BIK. IV, Benmore SD.

Scale 1:50,000

Total Area: 2177.8929 ha

24.11.99

386/105

OFFICIAL INFORMATION ACT

- 10 THAT the Lessee shall have the right of compelling the freeholder of the said land...
- 11 THAT the Lessee shall have the right of compelling the freeholder of the said land...
- 12 THAT the Lessee shall have the right of compelling the freeholder of the said land...
- 13 THAT the Lessee shall have the right of compelling the freeholder of the said land...
- 14 THAT the Lessee shall have the right of compelling the freeholder of the said land...
- 15 THAT the Lessee shall have the right of compelling the freeholder of the said land...
- 16 THAT the Lessee shall have the right of compelling the freeholder of the said land...
- 17 THAT the Lessee shall have the right of compelling the freeholder of the said land...
- 18 THAT the Lessee shall have the right of compelling the freeholder of the said land...
- 19 THAT the Lessee shall have the right of compelling the freeholder of the said land...
- 20 THAT the Lessee shall have the right of compelling the freeholder of the said land...

CONDUIT
IMPROVEMENTS RELATING TO THE RURAL AND FINANCE OF THE LESSEE

IN WITNESS whereof the Commissioner of Crown Lands for the Land District of Otago, on behalf of the Lessee, hath hereunto set his hand, and thereunto have been attached by the said Lessee...

Signed by the said Commissioner, on behalf of the Lessee, in the presence of:
 Witness: [Signature]
 Occupation: [Signature]
 Address: [Signature]

Signed by the same person as Lessee, in the presence of:
 Witness: [Signature]
 Occupation: [Signature]
 Address: [Signature]

[Signature]
 Commissioner of Crown Lands

[Signature]
 Lessee

(c) THAT the Lessee shall be deemed to have done (and to have agreed to do) all such things as may be necessary or expedient for the purpose of giving effect to the provisions of this lease...

353546 Certificate of Alteration
 315183 Variation of Mortgage
 317802 Certificate of Alteration
 331773 Mortgage

353546 Certificate of Alteration certifying that Section 1 Block II and Sections 4 and 5 Block III Gala Survey District (area 3 acres 0 roods 13.6 perches) are incorporated in the within lease - 13.4.1970 at 9.27 am.

315183 Variation of Mortgage 315183 - 3.12.1970 at 11.22 am

317802 Certificate of Alteration 317802 - 13.12.1970 at 11.45 am

331773 Mortgage 331773 - 13.12.1970 at 11.45 am

505855/1 Certificate vesting Mortgage 315183 in The Rural Banking and Finance Corporation of New Zealand - 25.10.1978 at 2.02 pm

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 111A LAND TRANSFER ACT 1952.

5058 2 Variation of Mortgage 315183 -
25.10.1978 at 2.20 pm

24.11.99

[Handwritten signature]

A.L.R.

586888/1 Variation of Mortgage 315183
1.12.1982 at 2.20 pm

[Handwritten signature]
A.L.R.

586888/2 Variation of Mortgage 533388/
- 1.12.1982 at 2.20 pm

[Handwritten signature]
A.L.R.

521859/2 Certificate of Alteration incorporat-
ing in the within Lease (2177.8029 ha.) being part
Run 729 Benmore and Gala S.D., Section 2 Block II
and Sections 10 and 11 Block III Gala S.D., and
Section 6 Block IV Benmore S.D. and increasing the
annual rent to \$890 and Clause 11 is hereby
varied by deleting numbers "5060" and "1870"
and substituting numbers "6490" and "3190"
respectively - 28.8.1979 at 10.43 am

3 (See Diagram No 2)

[Handwritten signature]

Part Run 729 is now known as
Sections 1 (area 766.5ha)
and 2 (area 1.7891ha) Block II
Benmore Survey District -
1.8.1984 at 10.43 am
See Re-Appellation 619196/1

524891/1 Mortgage to Robert William James Munro
and Jessie Lana Munro - 19.10.1979 at 2.32 pm

[Handwritten signature]
A.L.R.

[Handwritten signature]
A.L.R.

Part Run 729 is now known as
Section 3 Block II Benmore
Survey District (area 481.01ha)
and Section 7 Block IV Benmore
Survey District (area 6.7345ha)
- 1.8.1984 at 10.43 am
See Re-Appellation 619196/2

524891/2 Variation of Mortgage 315183 -
19.10.1979 at 2.33 pm

[Handwritten signature]
A.L.R.

[Handwritten signature]
A.L.R.

524891/3 Memorandum of Priority ranking Mortgage
524891/1 as a first Mortgage, Mortgage 315183 as
a second Mortgage and Mortgage 331773 as a
third Mortgage - 19.10.1979 at 2.33 pm

[Handwritten signature]
A.L.R.

631677/1 Transmission of Mortgage
524891/1 to Robert William James
Munro as survivor entered
15.3.1985 at 11.07am

[Handwritten signature]
A.L.R.

533388/1 Mortgage to the Rural Banking
and Finance Corporation of New Zealand
- 23.4.1980 at 1.35 pm

[Handwritten signature]
A.L.R.

631677/2 Variation of Mortgage
524891/1 - 15.3.1985 at 11.07am

[Handwritten signature]
A.L.R.

533388/2 Mortgage to the Rural Banking
and Finance Corporation of New Zealand
- 23.4.1980 at 1.35 pm

[Handwritten signature]
A.L.R.

Run 322D, Part Run 729, Sections 1
and 2 Block II, Sections 4, 5, 10
and 11 Block III Gala District and
Section 6 Block IV Benmore District
are now known as Sections 3 (7950
hectares) and 4 (1.3 hectares) Block
II Gala Survey District. See Re-
Appellation 654823/1

[Handwritten signature]
A.L.R.

567004/1 Variation of Mortgage 315183 - 1.12.1981
at 1.41 pm

[Handwritten signature]
A.L.R.

Parts of Run 729 hereon are now known
as Section 5 (34.8470 hectares), 6
(144 square metres), 7 (1.4177 hectares),
8 (2380 square metres), 9 (1.1167
hectares), 10 (2.0343 hectares) and
11 (2.3757 hectares) Block II Gala
Survey District - See Re-Appellation
684823/2

[Handwritten signature]
A.L.R.

567004/2 Variation of Mortgage 533388/1 - 1/12/1981
at 1.41 pm

[Handwritten signature]
A.L.R.

570520 Land Improvement Agreement pursuant to the
Bdl Conservation and Rivers Control Act 1941 -
11.2.1982 at 2.18 pm

[Handwritten signature]
A.L.R.

24.11.99

OFFICIAL INFORMATION ACT

702613/1 Transmission of Mortgage
to Mary Elizabeth Carnegie, Barbara Ann
Haller and Janet Margaret Clayton as
Executrices - 18.5.1988 at 9.33 am

[Handwritten signature]
A.L.R.

710602/1) Pastoral Lease 12B/342 issued
31.8.1988) for Sections 3 & 5 to 12 inclusive
Block II Gala Survey District

[Handwritten signature]
A.L.R.

710602/2) Pastoral Lease 12B/343 issued for
31.8.1988) Sections 1, 2 & 3 Block II and
Section 7 Block IV Bannera Survey
District

[Handwritten signature]
A.L.R.

Duplicate Destroyed

4/10/1988

COPY

ATTACHMENT 2:***List of Information Sources Considered***

- (1) Instrument of Title CL Volume 12B Folio 342 (*Otago Registry*).
Instrument of Title CL Volume 386 Folio 105 (*Otago Registry*).

(2) *Held by Knight Frank Alexandra:*

Crown files for Pastoral lease Po210.

Volume 1 (*opened 31 July 1958 Folios 236 - 350*) last entry 26 March 1968.

Volume 2 (*opened 28 March 1968 Folios 351 - 459*) last entry 3 August 1979.

Volume 3 (*opened 14 August 1979 Folios 460 - 538*) last entry 19 December 1980.

Crown files for Pastoral lease Po343.

Volume 4 (*opened 22 August 1979 Folios 539 - 679*) last entry 14 April 1993.

Volume 5 (*opened 25 June 1993 Folios 1 - 58*) last entry 7 September 1999.

LINZ Dunedin:

7900/04/P343/1/DDN (*opened 4 June 1992 Folios 1 - 11*) last entry 20 October 1992.

LINZ Christchurch:

CPL 04/11/12585/ZCH (*opened 1 March 1997 Folios 1*) last entry 1 September 1998.

5200/D147005/DCH (*opened 8 February 1993 Folios 1 - 12*) last entry 14 September 03.

(3) *Cadastral Maps:*

NZMS 261 H39, H40

(4) *Topographical Maps:*

NZMS 260 H39, H40

(5) *Department of Conservation Reserve Maps held in Twizel.*

(6) *Proposed District Plan- Waitaki District Council.*

ATTACHMENT 4

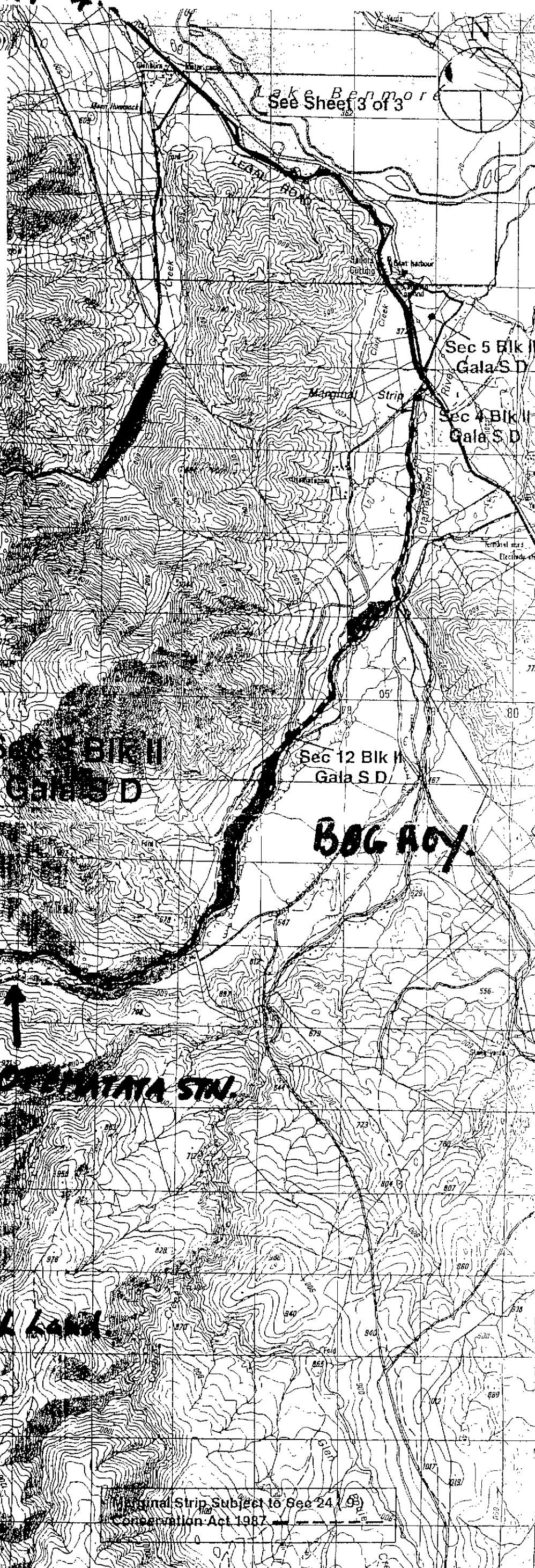
Variation of Fenced Boundaries from Legal Boundaries Otamatapaio Station Po 343

Legend

Neighbouring Land fenced into lease.

Lease land outside fenced boundaries.

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Sec 3 Blk II
Gala S D

Sec 12 Blk II
Gala S D

Sec 5 Blk II
Gala S D

Sec 4 Blk II
Gala S D

BOG ROY

E. OTAMATAPAO STN.

HGA LAND

Joining Line
See Sheet 2 of 3

Marginal Strip Subject to Sec 24 (9)
Conservation Act 1987

Otamatapaio

Scale 1:50000

Version	1	2	3	4	5
---------	---	---	---	---	---

Otago Land District Sheet 1 of 3



ATTACHMENT 5.1

Discharge as to
 Section 5.0 Plan 23071
 8-11-1995 at 10:26 am

[Handwritten signature]
 ALR

PROPERTY NAME:

Otamatapalo/Glenburn
Plan No. 7

IN THE MATTER OF:

The Soil Conservation
and Rivers Control Act
1941

AND IN THE MATTER OF:

A Land Improvement
Agreement

BETWEEN:

Otamatapalo Station Limited

AND
WITH

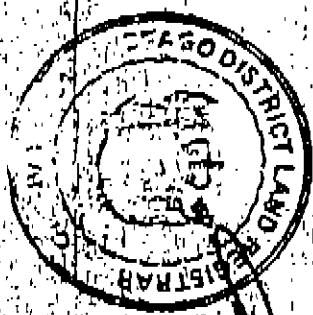
The Waitaki Catchment
Commission

716602/4 Surrender of part
 of the within land (CT 120/314)
 - 31.1.1998 at 10.10 am

734250/1 Partial Discharge at
 to CT 120/789 - 28.7.1987 at
 10.10 am.

[Handwritten signature]
 ALR

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1501943-045
 12/1/82
 12/1/82
 12/1/82

FEB 11 2 18 PM '82

570520
386/106

[Handwritten initials]
 ALR

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IN WITNESS WHEREOF these presents have been executed on the day and year first hereinbefore written

I, OTAMATAPIAO STATION LIMITED a duly incorporated (Owner/Occupier (delete non-applicable)) Company having its registered office at Dunedin (Address) RE

doth hereby bind itself and its successors in title to perform and observe the terms and conditions of this agreement.

THE COMMON SEAL of OTAMATAPIAO STATION LIMITED



as the Owner/Occupier was herewith affixed in the presence of

Handwritten signature of Graham A. Wardell

THE COMMON SEAL of the WAITAKI CATCHMENT COMMISSION was herewith affixed in pursuance of a resolution of the Commission in the presence of

Handwritten signature and circular seal of the Waitaki Catchment Commission with the text 'THE COMMON SEAL OF' in the center.

I, Robert Francis Langley

of Kurow, Secretary to the Waitaki

Catchment Commission DO HEREBY CERTIFY that the within written Agreement is one that is capable of registration and I do hereby apply for the registration of the said Agreement against the land above described in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

Date: 10/11/81

Signature: R.F. Langley

the Commission the works and requirements set out in the second schedule or shall otherwise default in complying with his obligations under this agreement the Commission by notice in writing delivered to or posted by registered post to the owner/occupier specifying the default may either at the sole option of the Commission require him to repay to the Commission all grants paid or credited to him hereunder, in accordance with the provisions set out in sub section (2A) and (3) of section 30 of the Soil Conservation and Rivers Control Act 1941 or within one calendar month after receipt of such notice to remedy such defaults in such manners as the Commission may herein require; and if following receipt of such notice the owner/occupier fails within one calendar month thereafter to comply with the requirements thereof it shall be

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LAND IMPROVEMENT AGREEMENT

This AGREEMENT is made the 11th day of November 1977 between the WAITAKI CATCHMENT COMMISSION (hereinafter called "the Commission" being the catchment authority for the area duly constituted under the Soil Conservation and Rivers Control Act 1941 of the one part AND

Otamatapaio Station Limited

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(hereinafter called "the Owner/Occupier" - delete whichever does not apply) of the other part.

WHEREAS the Owner/Occupier is registered as proprietor of the estate or interest described in the first schedule hereto (hereinafter called "the first schedule") subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or set out in the first schedule in the land described in the first schedule AND WHEREAS pursuant to sub sections (2A) and (3) of Section 30 of the Soil Conservation and Rivers Control Act 1941 the Commission is authorised to make payment as grantor to the owner or occupier for the purposes specified in this agreement.

NOW THIS AGREEMENT WITNESSETH that it is hereby agreed and declared by and between the parties hereto as follows:

1. IN consideration of the payment of a grant at the rates set out in the second schedule hereto paid or credited to him by the Commission the owner or occupier within or throughout (as the case maybe) the periods specified in the second schedule hereto (hereinafter called "the second schedule") will carry out to the satisfaction of the Commission the works and requirements set out in the second schedule.
2. UPON completion of the said works or upon compliance with the said requirements to the satisfaction of the Commission within the period specified in Part I of the second schedule the Commission shall pay or credit to the owner/occupier a grant at the rates set forth in Part IV of the second schedule.
3. THE owner/occupier throughout the currency of this agreement shall permit the Commission by its officers, servants and agents at all reasonable times to enter upon the said land for the purpose of inspecting the same and to ascertain whether the owner or occupier has complied with his obligations hereunder.
4. IF the owner/occupier fails to carry out to the satisfaction of the Commission the works and requirements set out in the second schedule or shall otherwise default in complying with his obligations under this agreement the Commission by notice in writing delivered to or posted by registered post to the owner/occupier specifying the default may either at the sole option of the Commission require him to repay to the Commission all grants paid or credited to him hereunder, in accordance with the provisions set out in sub section (2A) and (3) of section 30 of the Soil Conservation and Rivers Control Act 1941 or within one calendar month after receipt of such notice to remedy such defaults in such manners as the Commission may herein require; and if following receipt of such notice the owner/occupier fails within one calendar month thereafter to comply with the requirements thereof it shall be

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1 of 1

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lawful for the Commission by its servants, agents or contractors to enter upon the land and carry out all works necessary to secure compliance with the requirements of such notice and recover from the owner or occupier the cost of so doing by action at law or otherwise.

5. ALL the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941 shall apply to this agreement and in particular the owner/occupier acknowledges that he is aware that the agreement shall run at law with the land against the title to which it is registered so as to confer and impose on present and future owners or occupiers of the said land an obligation to observe and perform the agreement during their occupancy of the said land.

6. THIS agreement shall endure for a period of thirty-three (33) years from the date of execution hereof or for such shorter period as may be hereinafter agreed between the parties.

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FIRST SCHEDULE

PROPERTY NAME

Otamatapalo/Glenburn

PROPERTY OWNER/S

Otamatapalo Station Limited.

LEGAL DESCRIPTION

C.T. 386/105: Run 322D Benmore, Gala and Hawkhorn S.D's, Sec. 1, Blk II and Secs. 4 and 5, Blk III Gala Survey District.

Part Run 729 Benmore and Gala S.D's, Sec. 2, Blk II and Sec. 10 and 11, Blk III Gala S.D. and Sec. 6, Blk IV, Benmore S.D.

Total Area: 9205.5970 ha

SHW

A. J. [Signature]

SECOND SCHEDULE

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PART I RATES OF GRANT

The works as set out in Part IV of this schedule and described on the plan attached will be carried through to completion over a period of

.....Six..... (words)

...6.... (numerals)

years and the requirements under this agreement will be complied with, subject to such amendments as may be mutually agreed upon in writing by the owner or occupier and the catchment authority, and subject to the reasonable availability of occupier finance.

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PART II CONDITIONS

WORKS AND
REQUIREMENTS

PERIOD DURING WHICH WORKS
AND REQUIREMENTS APPLY

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Stocking

For thirty-three years

No stock to be grazed in areas fenced out for conservation planting and/or retirement except for such emergency grazing as may be approved from time to time by the Department of Lands and Survey and the Waitaki Catchment Commission.

Fencing

For thirty-three years

To be maintained in stockproof condition.

Stability
Tree Planting
and Windbreaks

For thirty-three years

To apply such silvicultural practices as required by Part II (a) and to ensure that the trees are kept in good condition. Mature trees may be utilised with the approval of the Commission, but shall be replaced as required by the Commission with such costs to be a first charge against the revenue received by the owner from such sales of wood.

Crossings

For thirty-three years or until relocated with the consent of the Commission.

To be maintained so as not to obstruct normal and flood flows or to allow stock access to areas retired from grazing. This agreement does not include bridges or bridge abutments which are at all times the responsibility of the owner.

Structures

To be maintained as deemed necessary by the Commission.

Firebreak
Access Tracks

"

Oversowing
and
Topdressing

"

Other

"

R.L.R

A.H.

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PART II (a)STABILITY TREE PLANTING AND WINDBREAK
STANDARD REQUIREMENTSRELEASED UNDER THE
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- (i) provide for blanking during establishment.
- (ii) not "top" or allow to be "topped" any trees without the written consent of the Commission, however, lateral trimming of branches may be undertaken from time to time.
- (iii) not cut down, or allow to be cut down any trees forming part of these works without the prior consent of the Commission.
- (iv) maintain all fences of a windbreak to a standard that will ensure no stock enter the windbreak.
- (v) remain the owner of the trees as well as any benefits accruing from the replacement of trees.
- (vi) replace trees as required or on maturity.

PART IIIMAINTENANCE

Maintenance is defined as the normal activities required to maintain works as set out in Part IV of this agreement.

The owner shall keep and maintain in good condition to the specification of the Waitaki Catchment Commission the works and areas affected by this agreement for the period of the agreement.

Should maintenance works attract grant rates then grant monies will be payable for maintenance works at rates which are applicable at the time of the works being carried out.

Where the agreement provides for retirement fencing by way of full grant for the cost of the fencing or where existing fencing is designated as retirement fencing in Part IV hereto then such fencing shall be eligible for subsidy for the normal maintenance requirements of such fencing and the Commission shall be responsible for the regular inspection of such retirement fencing and such inspections are to be carried out in the presence of the owner/owners and the Commission.

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A.T.S.

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2.5 Climate:

Homestead Rainfall: Variation 300 mm to 600 mm
Homestead Average 480 mm - higher altitude 1200-1500 mm

Prevailing wind: Westerlies - Northwest - Southwest.

Other features: Slight snow risk on some higher areas.
Severe frosts.

2.6 Vegetation

Dominant Associations: Alpine - Associated plants 1097 ha 12%
Tall tussock 4396 ha 45%
Short tussock 2559 ha 26%
Short tussock/
ephemeral annuals 1484 ha 15%
Wetlands 204 ha 2%

9740 ha 100%

2.7 Land Use Capability

Class	I	II	III	IV	V	VI	VII	VIII	TOTAL
Area (ha)	-	-	505	308	21	2823	2905	3178	9740
%	-	-	5	3	-	29	30	33	100

2.8 Erosion

		Area (ha)	%
nil-slight	1	1312	13
moderate	2	3309	34
severe	3	2867	29
very severe	4	1143	12
extreme	5	1109	12
Total:		9740 ha	100%

General types and extent of erosion

Severe debris avalanche erosion is mainly confined to the Range Block where it is coupled with wind and sheet erosion on much of the 2675 ha area. About half the total area falls within the slight - moderate wind and sheet erosion category, the balance being severe to extreme. Generally these problems are on the High Country Yellow Brown earths (sunny faces) and on the Brown Grey earth steepplands.

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2.8.1 Water Resource/Water Use

Otamatapaio makes most use of the Otamatapaio resource, diverting water into an open race at a number of points in the middle reaches of the river for irrigation and power generation. Some storage has been constructed to improve the efficiency of irrigation at the lower end of the system but the wild flooding technique employed over much of the area results in irrigation requirements being an unacceptable 60% higher than the Commission's allocation standard. In the current absence of competition for water this inefficiency can be tolerated but circumstances may alter in future.

The Otamatapaio usually maintains a continuous flow from the gorge to Lake Benmore until the end of December (discharge 600 - 1000 ℓ/s) but the recession is rapid thereafter, a base flow of 250 - 300 ℓ/s being reached in about eight weeks. The specific low discharge of 3.7 $l/s/km^2$ reflects the large amount of colluvium in the steep catchment and gives ground for hope that cover improvement may result in an improvement in yield.

Glen Creek has similar though lesser discharge characteristics to the Otamatapaio but a very much smaller snowfield at its head means that seasonal recession takes place earlier. It has been used for minor irrigation projects and diverted through races for stock water.

The Ahuriri and Lake Benmore are major water resources for the Glenburn portion of the property, the low flow of the river over this reach being 6 - 7 m^3/s . Although this flow occurs most frequently under late winter freeze conditions occasionally summer drought has the same effect. A right for 500 ℓ/s (max) and 10 800 $m^3/week$ has recently been issued to Otamatapaio for the irrigation of 240 ha of the Glenburn flat, part to Otamatapaio for the irrigation of 240 ha of the Glenburn flat, part of which development provides alternative grazing as outlined below in this plan.

2.9 Conservation Problems:

1. Severe and extreme erosion of Range Block (upper and lower).
2. Severe erosion of Big Hill Block.
3. Moderate and severe erosion of Middle and North Blocks.
4. Roughage control problems in Middle and Glen Creek Blocks.
5. Moderate and severe erosion of Glenburn Hill Block.
6. Water shortage in Otamatapaio River and Glen Creek.
7. River erosion, Ahuriri and Otamatapaio.
8. Potential wind erosion of arable soils.

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2.10 Stock Numbers

	<u>Present</u>		<u>Future</u>	
	<u>No.</u>	<u>Type</u>	<u>No.</u>	<u>Type</u>
<u>SHEEP</u>				
Ewes	5000	Merino & 1/2 bred	Increase ewes if	
Wethers	1700		irrigation	
Hoggets (wether)	400		satisfactory	
Hoggets (ewe)	1400			
Rams	200			
Other	400			

	<u>No.</u>	<u>Type</u>	<u>No.</u>	<u>Type</u>
<u>CATTLE</u>				
Cows	200	Hereford		
Heifers	30			
Steers	10			
Bulls	10			

<u>TOTAL STOCK NOS</u>	8700	Sheep	6660 su
	290	Cattle	1490 su
		<u>TOTAL</u>	<u>8150 su</u>

Lambing	87%
Calving	87%
Wool weights:	3.9 kg/su

2.11 Management

Present Policy: Maintenance of separate halfbred and merino flocks during settling in period of property amalgamation.

Future Policy: Development of irrigation as support to further dryland development within confines of combined properties following retirement of Range Block. Future grazing management outlined on grazing chart.

3.0 WORKS SECTION3.1 Previous Works

Approving Authority: S.C.R.C.C. Date: 1st phase 1963
 WS 21 Ref No.: 25045 2nd phase 1967
 Completed Total Cost: \$22 030
 Grant cost: \$10 625 gross \$8513 nett

3.2 Completed Works: (Summary)

<u>Description</u>		<u>Total Cost</u>	<u>Grants</u>	<u>Date Completed</u>
<u>Otamatapalo</u>				
O.S.T.D. offsite	710 ha	6 773	3 366	
Sod seeding off-site	33 ha	492	246	
Dam		1 120	560	1964-1973
	c/fwd	835	4 172	

R.H.
d.H.A.

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3.2 Completed Works: (Summary) (contd)

<u>Description</u>	<u>Total Cost</u>	<u>Grants</u>	<u>Date Completed</u>
B/Fwd	8 385.	4 172	
Irrigation Development 8 ha	1 987	993	
Fencing 11 ha	9 268	4 661	
Cattleproofing 13 ha	2 390	799	
	<u>22 030</u>	<u>10 625</u>	gross 8513

Glenburn

Conservation fencing 11 km			
River training			
Windbreak 120 km			
	<u>10 169</u>	<u>5 659</u>	approx 4800 metts

TOTALS Otamatapaio and Glenburn	<u>\$32 199</u>	<u>\$16 284</u>	
---------------------------------	-----------------	-----------------	--

3.3 Conservation Works Completed to Date

Otamatapaio has completed two previous programmes of which the main object was retirement of the Range Block. Alternative grazing was provided at Glenelg during the first phase of the programme and at Otamatapaio during the second phase, the principal means being pastoral development by oversowing and topdressing and fencing. Irrigation development, with associated storage, and limited areas of sod seeding were also carried out to provide alternative grazing equivalent to 425 s.u. of a total of 825 s.u. required on the 2675 ha area of the Range Block to be permanently retired. Glenelg has subsequently been exchanged for Glenburn, the neighbouring property of R.W.J. and J.L. Munro, and the alternative grazing at Glenelg has been notionally transferred to Glenburn.

Glenburn has also carried out a number of works under the ownership of Mr Munro, notably in the fencing and river control categories.

*KAR
J.A.*

of

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PART IV

SECOND SCHEDULE

1.0 CATCHMENT AUTHORITY: WAITAKI CATCHMENT COMMISSION AND REGIONAL WATER BOARD.

PROPERTY NAME: Otamatapaio/Glenburn

OWNER(S)/OCCUPIER(S): Otamatapaio Station Limited

LOCATION: 13 km from Oamaru on State Highway 83,
42 km from Kurow and 106 km from Oamaru.

2.0 PHYSICAL INFORMATION:

2.1 Tenure: 516 ha Berwen occupied in adverse

Type	(ha) Area	Period of Lease	Stock Limitation	Renewal Date	Rental
Pastoral Lease	9206	33	8700 sheep (5000 ewes) 290 cattle (cows)	1.7.91	\$890
Pastoral Occupational Licence					
University Lease					
Freehold					
Miscellaneous	18	-	-	-	-
TOTAL AREA	9224		8260 sheep, 50 cows		

Management Area:

2.2 Legal Description:

Run 322D Benmore Gala and Hawkdun S.D's, Pt Ru 720, Benmore and Gala S.D's.

Sec. 6 Blk V, Benmore S.D. Sec. 2 Blk JJ, Secs 4, 5, 10/11, Blk III Gala S.D.

2.3 Topography:

Flat (slope A, B)	1702 ha	17 %
Rolling (slope C,D)	1076 ha	11 %
Steep (slope E, F, G)	6962 ha	72 %
<u>Total</u> :	9740 ha	100 %

includes 516 ha occupied in adverse.

2.4 Altitude Range:

Location: Lake Benmore shoreline ht.: 360 m

for Summit Hawkdun Benmore ht.: 1850 m

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3.4 Proposed Works

3.41 Programme Summary (Includes 10% contingencies and scale fees)

		<u>Total Cost</u>	<u>Rate</u>	<u>Grant</u>	<u>Local Share</u>
Retirement Fencing	7.0 km	15 939	100%	15 939	-
Upgrading retirement fencing	1.6 km	2 024	100%	2 024	-
Recuperative spelling fencing	4.8 km	14 674	60%	8 804	5 870
Erosion control fencing	7.4 km	18 748	40%	7 499	11 249
O.S.T.D.	90 ha	10 816	40%	4 326	6 490
O.S.T.D.	280 ha	29 011	60%	18 410	10 661
Windbreak treeplanting	4.5 km	14 231	50%	7 116	7 115
Irrigation - border- dyking	50 ha	44 275	100%	44 275	-
		<u>\$149 718</u>		<u>\$108 393</u>	<u>\$41 385</u>

The proposed works deal with the provision of the balance of the alternative grazing for the permanent retirement (400 s.u.) together with recuperative spelling of part of the Lower Range Block (340 ha, 100 s.u.) and the Big Hill Block (280 ha, 140 s.u.). Total alternative grazing required is 400 s.u. for permanent destocking and 240 s.u. for temporary destocking and it is proposed to meet this requirement through the provision of a grant to cover alternative grazing for 520 s.u. (400 s.u. permanent plus 50% of 240 s.u. temporary retirement). This will be applied to the irrigation development of 50 ha of Mackenzie shallow soils on Glenburn. Retirement and recuperative spelling to take effect after the successful establishment of offsite grazing development.

Other works proposed are windbreak treeplanting at Glenburn and O.S.T.D. of Horeb 4 and Big Hill.

Job 1 is a 5 km erosion control fence following the main ridge of the Glenburn Hill Block, generally subdividing sunny country from shady country.

Job 2 is a 2.4 km erosion control fence on the Middle Block cutting a sunny face from dark country.

Job 3 is a 7 km retirement fence to form part of the northern boundary of 2675 ha of the Otamatapaio Range Block to be included in the Hawkdun Range Catchment Management Area.

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Job 4 is a 0.5 km windbreak on Glenburn.

Job 5 is the headworks and development of 50 ha of Mackenzie shallow soils for borderdyke irrigation for the provision of alternative grazing for the 520 s.u. to be removed.

Job 6 is the establishment of 2.0 km of windbreak treeplanting on the irrigation development.

Job 7 is a recuperative spelling fence subdividing the Big Hill Block along the main ridge to enable recuperative spelling and O.S.T.D. to be carried out in separate stages. The fence will also facilitate controlled grazing when the block is later returned to pastoral use.

Job 8 is the O.S.T.D. of 120 ha of severely eroded land on Big Hill 2.

Job 9 is the repair of 1.6 km of the Top Middle Block fence which will become part of the retirement fence of the Range Block.

Job 10 is the establishment of a further 2.0 km of windbreak on the irrigated area.

Job 11 is a 2.8 km erosion control fence subdividing the 340 ha recuperative spelling area of the Lower Range from the better covered remainder of the block.

Job 12 is the O.S.T.D. of 90 ha of moderately eroded land on Horeb 4.

Job 13 is the O.S.T.D. of 160 ha of the second temporary retirement area of Big Hill 1.

3.42 Annual Programme

<u>Job No.</u>	<u>Description</u>	<u>Total Cost</u>	<u>Grant Rate</u>	<u>Grant</u>	<u>Local Share</u>
<u>Year 1, 1980/81</u>					
1	Erosion control fence, Glenburn Hill	5.0 km 13 282	40%	5 313	7 970
2	Erosion control fence, Middle Block	2.4 km 5 465	40%	2 186	3 279
3	Retirement fence, Range Block	7.0 km 15 939	100%	15 939	-
		<u>\$34 687</u>		<u>\$23 438</u>	<u>\$11 249</u>
<u>Year 2, 1981/82</u>					
4	Windbreak treeplanting, Glenburn	0.5 km 1 581	50%	791	790
5	Irrigation Glenburn	50 ha 44 275	100%	44 275	-
		<u>\$45 856</u>		<u>\$45 066</u>	<u>\$ 790</u>

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Description

Total
Cost

Grant
Rate

Grant

Local
Share

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Year 3: 1982/83

6	Windbreak treeplanting, Glenburn irrigation	2.0 km	6 325	50%	3 162	3 163
7	Recuperative spelling, fence Big Hill	2.0 km	5 819	60%	3 491	2 328
8pt	O.S.T.D. Big Hill 2	120 ha	9 867	60%	5 920	3 947
9	Upgrade retirement fence, Middle Block	1.6 km	2 024	100%	2 024	-
			<u>\$24 035</u>		<u>\$14 597</u>	<u>\$9 438</u>

Year 4: 1983/84

10	Windbreak treeplanting, Glenburn irrigation	2.0 km	6 325	50%	3 163	3 162
8 pt	O.S.T.D. Big Hill 2	120 ha	4 554	60%	2 732	1 822
			<u>\$10 879</u>		<u>\$5 895</u>	<u>\$4 984</u>

Year 5, 1984/85

11	Recuperative spelling fence Liberty Range	2.8 km	8 855	60%	5 313	3 542
12.pt	O.S.T.D. Horeb 4	90 ha	7 400	40%	2 960	4 440
13pt	O.S.T.D. Big Hill 1	160 ha	8 518	60%	6 115	2 463
			<u>\$24 773</u>		<u>\$14 388</u>	<u>\$10 445</u>

Year 6: 1985/86

12 pt	O.S.T.D. Horeb 4	90 ha	3 416	40%	1 366	2 050
13pt	O.S.T.D. Big Hill 1	160 ha	6 072	60%	3 643	2 429
			<u>\$9 488</u>		<u>\$5 009</u>	<u>\$4 479</u>

TOTAL

\$149 718 \$108 393 \$41 385

3.5 Destocking Proposals

- (a) Area destocked 2 675 ha
- (b) Stock numbers to be removed (actual) 400 su
- (c) Future tenure - P.O.L. to provision of
alternative grazing approximately 1982
- (d) Stocking behind retirement fence time: 2 months
type: Cattle
numbers: 100

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K.H.
A.A.

3.6 Restricting Grazing Proposals

Block (Name)	Lower Range	Big Hill 1	Big Hill 2
Area (ha)	340	160	120
Time	5 from 1984	3 from 1985	3 from 1982
Actual Numbers Removed	100 su	80 su	60 su
Grazing Time (months)			
Type			
Number			

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Periods of Recuperative Spelling

Recuperative spelling from sheep grazing of the Lower Range Block will be for an initial period of five years following which a joint inspection will be made by Commission and Department of Lands and Survey staff for the purpose of determining whether further spelling is necessary or whether the block can be restocked with sheep and if so, to what level the block can be restocked.

Recuperative spelling of Big Hill Blocks 1 and 2 will be for an initial period of three years following oversowing and topdressing. Review by Commission staff in conjunction with Department of Lands and Survey staff at two years will enable results to be assessed and to take into account the effect of spelling on growth of weeds such as brier. The future return to grazing use can then be implemented at a rate related to the improvement of vegetative cover and the containment of weeds.

3.7 Future Works

There is scope for additional erosion control fencing and oversowing and topdressing on Otamatapu and for further windbreak establishment. Control of river erosion will need to be implemented through an Ahuriri and Otamatapu comprehensive works programme.

4.0 Conditions

- (i) The destocking of 2675 ha of severely eroded Class VII and VII land on the Range Block and the immediate surrender of the destocked land from the lease, this being registered on the lease by a variation document whilst survey is awaited.
- (ii) A P.O.L. for a term of five years from the date of surrender being issued with a stocking rate and the type of stock to be determined jointly by Lands and Survey Department and the Commission;
- (iii) The recuperative spelling of the Lower Range Block and the Big Hill Block, being for an initial period of 3 - 5 years as stated in the report following which a joint review and assessment of the situation will be made by the Commission and the Department of Lands and Survey.
- (iv) Required water rights being obtained for the irrigation development.

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ATTACHMENT 5.2

PROPERTY NAME

Otamatapaio/Glenburn
Plan No. 7

RELEASED UNDER THE
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IN THE MATTER OF

The Soil Conservation and
Rivers Control Act 1941

AND

IN THE MATTER OF

a Partial Release of Land
Improvement Agreement
between Otamatapaio
Station Limited and The
Waitaki Catchment Board
(formerly The Waitaki
Catchment Commission)

TO The District Land Registrar,
Otago Land Registration District.

I HEREBY CERTIFY as follows:

- (a) That the Land Improvement Agreement hereinafter referred to was made between The Waitaki Catchment Commission and Otamatapaio Station Limited.
- (b) That by Section 4(4) of the Soil Conservation and Rivers Control Amendment Act, 1988, The Waitaki Catchment Commission became a catchment board called The Waitaki Catchment Board on the 1st day April, 1988.
- (c) That the Land Improvement Agreement hereinafter referred to is no longer claimed in respect of the land described below and you are hereby required to make an entry in the register and on the outstanding instrument of title noting that the charge is partially released accordingly.

Description of Land Affected and Reference to Charge

Name of Proprietor:

Otamatapaio Station Limited

Description of Land:

24.2746 hectares Section 1 S.O. Plan
23071 Block II Benmore Survey
District
being part of the land in Deferred
Payment Licence DPF 1352 Certificate
of Title 128/345

Description of Charge:

Land Improvement Agreement
Registered No. 570520

Dated at *Kuwai* this *19th* day of

19th September 1989
[Signature]



Secretary Waitaki Catchment
Board

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OFFICIAL INFORMATION ACT

Correct for the purposes of the Land
Transfer Act

[Signature]

Solicitor for the Registered Proprietor

BETWEEN WAITAKI CATCHMENT BOARD

A N D OTAMATAPIO STATION LIMITED

Correct for the purposes of
the Land Transfer Act.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Solicitor for the Registered
Proprietor.

PARTIAL RELEASE OF LAND
IMPROVEMENT AGREEMENT

10.07 24 JUL 90
PARTICULARS ENTERED FROM REGISTER
LAND REGISTRY AWAHIO
759417
120
520512

10.07 24 JUL 90
PARTICULARS ENTERED FROM REGISTER
LAND REGISTRY AWAHIO
759417
REGISTERED
JULY 24 1990
MUMWORTH

ROWLEY, PASLI
SULICIT
OAMAH

ATTACHMENT 5.3PROPERTY NAMEOtamatapaio/Glenburn
Plan No. 7IN THE MATTER OFThe Soil
Conservation and
Rivers Control Act
1941**AND**IN THE MATTER OFA Partial Release
of Land Improvement
Agreement between
Otamatapaio Station
Limited and The
Waitaki Catchment
CommissionRELEASED UNDER THE
OFFICIAL INFORMATION ACTIQ The District Land Registrar
Otago Land Registration District

I hereby certify that the Land Improvement Agreement hereinafter referred to is no longer claimed in respect of the part of the land described below and you are hereby required to make an entry in the register and on the outstanding instrument of title noting that the charge is released partially accordingly.

Description of Land Affected and Reference to ChargeName of Proprietor: Otamatapaio Station LimitedDescription of Land: 36.7973 hectares
Section 4 Block II and Section 7
Block IV Benmore Survey District
Certificate of Title 12C/789Description of Charge: Land Improvement Agreement
Registered No. 570520

DATED at KURUW this 12th day of JUNE 1989



0028A

R. M. Hill

Secretary
Waitaki Catchment Commission

P. J. ...
Chairman

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Correct for the purposes of the Land Transfer Act

[Signature]
Solicitor for the Chargor

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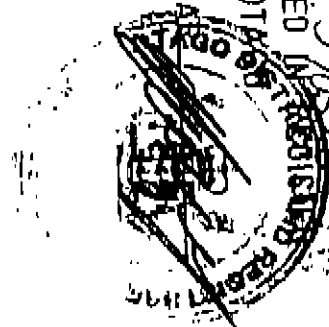
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PDA.

10.10.28 JUL 89

734250/1

12 27 89 5 MAY 5 1989
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTHER REGISTER
ASST LAND REGISTRAR



ATTACHMENT 6.1

IN THE MATTER of the Soil Conservation
and Rivers Control Act
1941

A N D

IN THE MATTER of OTAMATAPAIO STATION
LIMITED

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LAND IMPROVEMENT AGREEMENT

ROSS DOWLING MARQUET & GRIFFIN
SOLICITORS
DUNEDIN

FILE COPY

**LAND IMPROVEMENT AGREEMENT
APPLICATION FOR REGISTRATION**

TO: The District Land Registrar
Otago Registry

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OFFICIAL INFORMATION ACT

I, BRIAN BURKITT HASELL, Group Manager Corporate Policy of The Canterbury Regional Council, HEREBY CERTIFY that the within is a true duplicate of a Land Improvement Agreement affecting an estate in fee simple/of leasehold in the land described in the Schedule below SUBJECT to the encumbrances therein set out.

SCHEDULE

AREA (ha)	LOT AND DEPOSITED PLAN (or other sufficient description where land not described in terms of complete lots on a deposited plan)	ENCUMBRANCES	TITLE REFERENCE (and lease or licence number where applicable)
			REGISTER/FOLIO
LEASEHOLD			
7917.0383 /	Sections 3, 5, 6, 7, 8, 9, 10, 11, and 12 Block II Gala SD	Mortgages 767016/9 and 810284/5, Land Improvement Agreement 570520	12B/342 / Lease P 343
FEE SIMPLE			
1193.1726 /	Section 1 Block II Benmore SD and Section 2 S.O. 33071 /	Mortgages 767016/9 and 810284/5, Land Improvement Agreement 570520, Transfer 815198 (water right)	4C/1043 / 150/943 - 945

of which OTAMATAPAIO STATION LIMITED, a duly incorporated company having its registered office at Dunedin is registered as proprietor AND I HEREBY APPLY to have the said Agreement registered against the said land pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941. I FURTHER CERTIFY that the Agreement is one that may be registered against the land under Section 30A of the Soil Conservation and Rivers Act 1941.

DATED at Christchurch this 26 day of

June

1993.


Group Manager Corporate Policy of
The Canterbury Regional Council

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OFFICIAL INFORMATION ACT
CANTERBURY REGIONAL COUNCIL

LAND IMPROVEMENT AGREEMENT

(under Sections 30(3) and 30A of the Soil Conservation and Rivers Control Act 1941)

AGREEMENT made the 5th day of June 1993, BETWEEN THE CANTERBURY REGIONAL COUNCIL, duly constituted under the Local Government Act 1974 (hereinafter called "the Council") of the one part AND OTAMATAPAI O STATION LIMITED, a Company incorporated under the Companies Act 1955 and having its registered office at Dunedin (hereinafter called "the Landholder") of the other part

WHEREAS

1. THE Landholder is the owner/lessee of the land described in paragraph 4 of the Rabbit and Land Management Property Plan attached hereto (hereinafter called "the land" and "the Plan" respectively).
2. THE Landholder and the Council have agreed that certain works and land management practices should be carried out on the land for the purpose of eradicating or controlling rabbits and for the conservation and protection of the soil on the land.
3. THE Council has agreed to make certain grants to the Landholder in respect of such works and land management practices.

NOW THEREFORE in consideration of the premises the parties hereto **HEREBY AGREE AND DECLARE** as follows:

1. THE term of this agreement shall be twenty (20) years commencing on the 1st day of April 1990.
2. THIS agreement shall be read with and shall incorporate the Plan and all works terms and conditions referred to in this agreement shall be those described in the Plan.
3. THE parties hereto will during the period from the 1st day of April 1990 until the 30th day of June 1995 carry out the works terms and conditions of the Plan in accordance with the Plan and the programme therein set forth and the Landholder will so manage

the land as to enable such works terms and conditions to be carried out during such period.

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4. SHOULD any of the works described in the plan and intended to attract a grant not be completed by the 30th day of June 1995 then in the absence of express written agreement of the parties to the contrary the respective obligations of the parties to carry out such work and to pay a grant in respect of such work shall cease at that date.
5. THE Council shall set up and operate and control an internal ledger account within the administration and accounting operations of the Council (hereinafter called "the property account") in which all payments between the parties in respect of the works referred to in paragraph (a) of Clause 6 hereof shall be recorded.
6. THE responsibilities of the parties to carry out the works referred to in Clause 3 hereof and terms and conditions relating to the respective works shall be as follows:
- (a) Primary Poisoning Operation (including Followup):
Where any such work comprises a primary poisoning operation (including followup):
- (i) Prior to carrying out the work the Council shall supply to the Landholder a detailed written estimate of the cost of the work and the Council shall also supply to the Landholder such other information as the Council shall deem appropriate to demonstrate to the Landholder that such estimate is reasonable.
- (ii) Unless there shall then exist in the property account a credit balance of an amount at least equal to one half of the Landholder's share of the estimated cost of the work the Council may by written notice given to the Landholder immediately prior to the carrying out of the work require that the Landholder pay to the Council as a contribution to the cost of the work one half of the Landholder's share of the estimated cost of the work the amount of such contribution to be reduced by the amount of any credit balance then existing in the property account. The Landholder shall forthwith pay to the Council the amount so required by the Council and the Council shall credit to the property account the amount so paid by the Landholder.

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(iii) The Council shall cause the work to be carried out at its own cost and expense and upon the due completion thereof the Council shall debit to the property account the Landholder's share of the cost of the work.

(iv) Upon the due completion of the work in accordance with the Plan the Council shall supply to the Landholder a statement of the transactions in the property account and the balance of the property account shall be dealt with in the following manner:

(1) if it is a debit balance

such balance shall be payable by the Landholder to the Council not later than the 20th day of the month following the date of the statement of transactions and upon such payment being made to it the Council shall credit such payment to the property account.

(2) if it is a credit balance and to the extent that it shall be attributable to a payment by the Landholder of a contribution pursuant to paragraph (a)(ii) of this Clause 6 and result from an over-estimation by the Council of the cost of the work

such balance shall be payable forthwith by the Council to the Landholder and upon such payment being made to the Landholder the Council shall debit such payment to the property account.

(3) if it is a credit balance but not subject to paragraph (a)(iv)(2) of this Clause 6

such balance shall be retained in the property account and shall be applied in reducing the amount of any future contribution to be made by the Landholder pursuant to paragraph (a)(ii) of this Clause 6 or in accordance with any agreement made between the Council and the Landholder in respect of any of the works referred to in paragraph (b) of this Clause 6 (and to the extent that the Landholder's share of the cost of such work does not exceed such credit balance) by the Council reimbursing the Landholder in full for the cost of carrying out such work and by debiting to the property account the Landholder's share of the

cost of such work. Any difference between the cost of such work and the reimbursement therefor shall be subject to the provisions of paragraph (b) of this Clause 6.

(b) **Secondary Pest Control or Land Management Works:**

Where any such work comprises secondary pest control or land management works:

- (i) The Landholder shall carry out the work at the cost and expense of the Landholder and when the work qualifying for a grant is completed the Landholder shall notify the Council in writing accordingly.
- (ii) The Landholder shall supply to the Council such vouchers and other information relating to the completed work as the Council may require.
- (iii) Within a period of ten (10) working days following the receipt by the Council of notice of completion of the work the Council shall inspect the work to satisfy itself that the same has been completed in accordance with the Plan and within a period of ten (10) working days thereafter and subject to the Council being satisfied that the costs thereof have been incurred by the Landholder and that such are costs properly incurred in respect of the completed work the Council shall pay to the Landholder the grant in respect of the completed work.
- (iv) Should the Council not be satisfied as to some aspect of the work or the costs thereof the Council shall forthwith notify the Landholder of the further action required of the Landholder in order to satisfy the Council and upon such action being taken by the Landholder and the Landholder having notified the Council thereof the Council shall within a period of ten (10) working days thereafter pay to the Landholder the grant in respect of the completed work subject to the Council having confirmed for itself that the grant for the completed work may properly be paid.

7. NOTHING shall be chargeable to the property account other than as expressly provided for in this agreement.

8. THE Landholder acknowledges that the balance of the property account as at the 30th day of June 1991 is a debit of \$5,752.10 and the Landholder confirms such balance as true and correct.


9. **NOTWITHSTANDING** the provisions of paragraph (a) of Clause 6 hereof any debit balance which may exist in the property account as at the 30th day of June 1991 shall be payable by the Landholder to the Council in two equal instalments on the 30th day of June 1992 and the 30th day of June 1993 and the payments thereof by the Landholder shall be credited to the property account.

10. **NOTWITHSTANDING** the provisions of paragraph (a) of Clause 6 hereof the Council may upon application made by the Landholder agree to defer payment by the Landholder in respect of any debit balance existing in the property account on the grounds that the making of any such payment would cause undue hardship to the Landholder and any such agreement by the Council may be given on such conditions as to alternative payment terms and other matters as the Council may deem appropriate.

11. **DURING** the term of this agreement the Landholder shall not without the prior written consent of the Council cut down remove mutilate damage or destroy any trees planted as part of the works referred to in the Plan and the Landholder shall use all reasonable means to preserve and protect such trees so planted **PROVIDED THAT** the trimming of lateral branches may be carried out without consent.

12. **THE** Landholder shall at all times during the term hereof keep and maintain the works referred to in the Plan at the Landholder's own cost and expense unless the Council and the Landholder agree in writing that it is unreasonable to do so.

13. **THE** Council by its members employees agents servants and contractors and their respective assistants may with the prior permission of the Landholder (such permission not to be unreasonably withheld) enter onto the land for the purpose of inspecting the land or any of the works or measures referred to in the Plan or to monitor pest populations or the condition of the land and in connection with such monitoring to take all samples of the soil and vegetation and pests that the Council may require and such persons may bring with them onto the land all vehicles machinery implements and things as the Council may deem necessary for such purposes **AND IT IS HEREBY FURTHER AGREED THAT** the foregoing provisions shall also apply to officers of the Ministry of Agriculture and Fisheries on official duties for the purposes of inspection and monitoring as aforesaid. For the purpose of facilitating if necessary the power of entry given to officers of the Ministry of Agriculture and Fisheries those officers shall be deemed to be agents of the Council.


14. **THE** Landholder shall when required by the Council supply to the Council all information and data necessary to assist the Council in its monitoring of pest

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populations and the condition of the land to enable the Council to evaluate the effectiveness of the Plan.

15. IF at any time during the term hereof the Landholder shall fail to carry out faithfully the provisions of the Plan or to observe perform and fulfil the provisions of this agreement and such failure shall continue for a period of fourteen (14) days after written notice has been posted by the Council to the Landholder requiring the Landholder to remedy any such failure then the Landholder shall upon demand made by the Council pay to the Council in full all grants provided by the Council in respect of the works carried out under this agreement or such lesser amount as the Council may determine having regard to the nature and effect of the breach together with any amount debited to the property account and which at the time of such demand has not have been paid by the Landholder to the Council. Should the Landholder be dissatisfied with either the Council's determination that there has been a breach of this agreement by the Landholder or the amount demanded by the Council then the Landholder may within fourteen (14) days of receiving from the Council notice of the breach or demand for payment by written notice to the Council refer the matter for determination by arbitration. Should the Landholder fail to make such payment the Council may take such action to recover any grants made as it shall consider necessary.
16. THE Plan and this agreement may be modified only by agreement in writing between the parties.
17. THE Landholder acknowledges that the grants provided for in the Plan in each year during the period referred to in Clause 3 hereof are to be funded in part by general rates to be levied by the Council on all rateable property in the Canterbury Region and as to the remainder by contributions to be paid to the Council by the Crown pursuant to an agreement dated the 12th day of June 1991 out of moneys appropriated by Parliament for the purpose and **IT IS HEREBY AGREED AND DECLARED** that if in any year during the period referred to in Clause 3 hereof the Crown should fail to make to the Council full payment of the contribution by the Crown in respect of such grants and should the Council not be willing to make up the deficiency in the contribution of the Crown then the Council shall forthwith give to the Landholder notice thereof in writing and as soon as practicable thereafter the Council and the Landholder shall review the Plan and the funding of the works and measures therein contained. In the absence of agreement between the Council and the Landholder as to any modification of the Plan and the funding of the uncompleted works and measures the respective obligations of the parties hereunder to carry out the uncompleted works and measures described in the Plan and to provide grants in respect of such works and measures shall cease. Any

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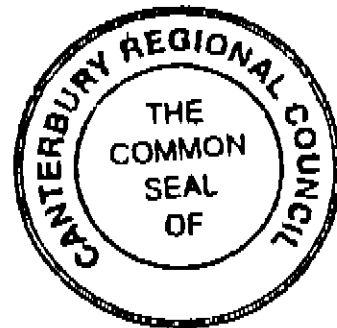
such cessation shall not be construed as modifying any other provision of this agreement.

18. ALL disputes and differences between the parties shall be submitted to the arbitration of a single arbitrator if one can be agreed upon or to two arbitrators (one appointed by each party) and their umpire (appointed by the arbitrators prior to their arbitration) such arbitration to be carried out in accordance with the provisions of the Arbitration Act 1908 or any then statutory provisions relating to arbitration. This clause shall not relate to the funding of the works or funding of the measures provided for in the Plan.

19. THE Landholder covenants with the Council that this agreement binds the Landholder and successors in title to the land. The Landholder covenants with the Council to perform and observe the terms and conditions upon which the Council makes grants in terms of this agreement and agrees that the Council may present this agreement for registration against the relevant land transfer documents relating to the land in the Land Registry to which the documents relate.

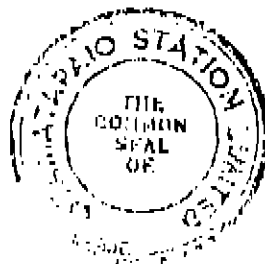
IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

THE COMMON SEAL of THE CANTERBURY REGIONAL COUNCIL was hereto affixed in the presence of:



[Signature]
GROUP MANAGER CORPORATE POLICY

THE COMMON SEAL of OTAMATAPAIO STATION LIMITED was hereto affixed in the presence of:



[Signature]

ATTACHMENT 6.2 RELEASED UNDER THE OFFICIAL INFORMATION ACT

**CANTERBURY REGIONAL COUNCIL
RABBIT AND LAND MANAGEMENT PROPERTY PLAN
OTAMATAPAIO STATION**

H J & L E Wardall
P O Box 95
Omarara

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- 2. OBJECTIVES
- 3. LOCATION/ACCESS
- 4. LEGAL DESCRIPTION
- 5. CLIMATE
- 6. TOPOGRAPHY
- 7. VEGETATION
- 8. EROSION
- 9. LAND USE CAPABILITY
- 10. MANAGEMENT
- 11. PROGRAMME TO ACHIEVE OBJECTIVES
- 12. FINANCIAL SUMMARY
- 13. ACKNOWLEDGEMENTS

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- 2 Block Worksheet Assessments
- 3 Pest Control Programme
- 4 Factors Influencing Land Management Decisions
- 5 Land Management Decisions
- 6 Stock Grazing Charts
- 7 Specifications
- 8 Maps

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CANTERBURY REGIONAL COUNCIL

RABBIT AND LAND MANAGEMENT PROPERTY PLAN

PROPERTY NAME: OTAMATAPAIO LTD
ADDRESS: H J & L E Wardell
P O Box 95
Omaruru

SUMMARY

This Rabbit and Land Management Programme for Otamatapaio involves a five year programme incorporating Pest Control and Land Management works to achieve the objectives outlined.

- 1) It involves primary poisoning of 3900 ha with follow up manpower and patch poisoning on the same.
- 2) 31250 m of rabbit netted fencing both existing and new.
- 3) Establishment of a 5 ha saltbush forage bank.
- 4) Oversowing and topdressing 300 ha for provision of offsite grazing.
- 5) Reducing sheep grazing on 4 blocks.
- 6) Management/conservation fencing.

The total estimated cost (excluding the labour component on fencing) is \$268,208. At a 70% subsidy rate for poisoning, followup and land management and 100% rate for fencing materials this would equate to a MAF/CRC share of \$208,743 and a farmer share of \$59,465.

The MAF/CRC share allocated to Otamatapaio is \$169,325 (property cap) which is \$39,418 below \$208,743. The shortfall along with the farmer share of \$59,465 will be provided by Otamatapaio Station. This equates to an overall subsidy rate of 63% excluding the labour component on fencing.

1. INTRODUCTION

The objective of the Rabbit and Land Management Programme is to improve the long term sustainability of the land resources in semi-arid areas where they are threatened by rabbits.

This will be achieved by the implementation of a rabbit and land management property plan. The property plan will be a cooperative plan developed between the landholder and the Canterbury Regional Council.

The overall aim of the plan is to:

- Achieve the long term protection of the land resource through wise land use and management.
- Coordinate rabbit control with appropriate land management.
- Prevent the development of bait or toxic shy rabbit populations.
- Achieve a reduction in the long term costs of rabbit control.

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OBJECTIVES

The objectives of the plan for Otamatapaio are:

- 2.1 To lengthen the poison interval particularly on the highly rabbit prone land and prevent the development of bait or toxic shy rabbit populations.
- 2.2 To improve the vegetative cover of the severely depleted rabbit prone land.
- 2.3 To increase the flexibility of the property to withstand cyclical variations in available herbage.
- 2.4 To reduce the long term rabbit control costs.

3. LOCATION

The property is located 13 km from Omarama and 42 km from Kurow on SH83. It is bounded by Lake Benmore and the Ahuriri River on its north eastern side. Neighbouring properties in a clockwise direction are Bog, Roy, Otematata, Berwen, Omarama and Chain Hills.

Internal tracking allows four wheel drive and motorbike access to all blocks.

4. LEGAL DESCRIPTION

CT12B/342 Sections 3,5,6,7,8,9,10,11 and 12
Block II, Gala SD 7917.0383
Pastoral Lease

CT12B/345 Sections 1 and 3, Block II and
Section 7, Block IV Benmore SD, Sec 2 S.O. 23071 1193.1726
~~Deferred Payment Licence~~
Freehold 9110.2109
9110.2009 ha

5. CLIMATE

Average annual rainfall is 450 mm at the homestead and surrounding blocks but increases to 1000 mm on the Hawkdun Range (Top Range Block) where a considerable portion falls as snow. Hot desiccating north west winds affect all of the property but especially those blocks exposed to the north west (Big Hill, Glenburn Hill, Glencreek and Glenburn Hogget Blocks). These can place severe moisture stress on vegetation during spring, summer and autumn. Frosts are a limiting factor to growth in the autumn, winter and spring.

6. TOPOGRAPHY

Altitude varies from 362 m at Lake Benmore to 1856 m on the Hawkdun Range.

1700 ha	18% of property are flat
1080 ha	12% of property are rolling
<u>6424 ha</u>	70% of property are steep
<u>9204</u>	

The steep country is dominantly shady.

7. VEGETATION

Dominant associations:

	ha
Alpine associated plants	580
Tall tussock undeveloped	4340
Short tussock undeveloped	2200
Improved pasture - irrigated	200
OS & TD land	1000
Swamp and paddocks	364
Lucerne and paddocks	370
Undeveloped flats	150

8. EROSION

	Area (ha)	% of Property
Nil - Slight 0-10% bare ground	1312	14
Moderate 11-20%	3309	36
Severe 20-40%	2849	31
Very Severe 40-60%	1143	13
Extreme > 60%	<u>593</u>	<u>6</u>
	<u>9204</u>	<u>100</u>

9. LAND USE CAPABILITY

Class	Area (ha)	% Property
III	505	5
IV	308	3
V	21	-
VI	2823	31
VII	2885	32
VIII	<u>2662</u>	<u>29</u>
	<u>9204</u>	<u>100</u>

10. PRESENT MANAGEMENT

Oramatapaio is a well developed high country run with a good balance of summer/winter country.

It produces fine and ultra fine wool from a Merino ewe/wether flock. Surplus stock are usually sold at the Oramarama stock sales.

Oramatapaio has had three Soil and Water Conservation Plans since 1963. During this time, grazing management has been modified so that all native blocks get a considerable spell during the year. Young stock are grown out on the lucerne irrigation blocks and paddocks. Over the past ten years stock numbers have remained relatively constant but unit performance has improved considerably.

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10.1 GRAZING PATTERNS

Ewe Lambs

Replacement ewe lambs (1200) are grazed on irrigated land until July when they go onto the Glenburn Hogget blocks and Burnett. During this time they may be fed hay. From mid September to shearing they are carried on the lucerne paddocks. Surplus 2th ewes are sold at Omarama in November (300). The 2th ewes are tugged and lambed separately.

Wether Lambs

Surplus wether lambs are sold at Omarama in February. Replacements (900) are grazed on the lucerne till the start of July when they go onto the Hogget Blocks then back to lucerne until shearing. Following this they go to Glenburn Lucerne till end of March. They then rotate through the Ram Paddock, Horeb Blocks and Glenburn Hill before shearing.

Ewes

After weaning the ewes go to Lower Middle block, Ram Paddock, H5, Glenburn Shady and Sunny and Hogget Block. After shearing they are set stocked on Glenburn Shady, Horeb 2,3,4,5, Chain Hills and irrigation paddocks until weaning in early February.

Wethers

After shearing these are grazed on lucerne till mid January when they go to their summer and autumn blocks. From July-September they are on Glen Creek and Big Hill, then Glenburn Hill till shearing.

Stock Numbers

	1981		1991	
	Stock No	Stock Unit	Stock No	Stock Unit
MA Ewes	5000	5000	3300	3300
2th Ewes			900	900
2th Wethers			700	490
Ewe Hoggets	1400	980	1200	840
Wethers Hoggets	400	280	900	630
Wethers	1700	1190	2400	1680
Rams Killers	200	140	300	210
	<u>8700</u>	<u>7590</u>	<u>9700</u>	<u>8050</u>
Cows	200	1200	150	900
Rising 1 yr	30	105	75	262
Rising 2 yr	30	120	75	300
Bulls	10	55	4	22
		<u>1480</u>		<u>1484</u>
Total		<u>9070</u>		<u>9534</u>
Lambing %		87%		95%
Calving %		87%		95%
Wool Weight		3.9 kg/su		5.2 kg/su

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Stock Limitation

Overall limitation is 8700 sheep including 5000 ewes and 290 cattle.
Block limitation for Top Range: 1300 wethers mid November- mid April + 150 cattle

11. PROGRAMME TO ACHIEVE OBJECTIVES

11.1 OBJECTIVE ONE

To lengthen the poison interval on the highly rabbit prone land and prevent the development of bait or toxin shy rabbit populations by:

- a) Using appropriate follow up techniques to reduce and maintain rabbit numbers following primary poisoning.

414 man days have been allocated for follow up work within the five year programme. Night shooting will be the principal method used but gassing/day shooting may be used where it is appropriate.

Manpowering has been undertaken following the 1990 and 1991 poison with good results. Continued persistence will be needed to maintain and reduce the present levels.

- b) Subdivision of the rabbit prone land into five discrete compartments using netted fences. These units which are shown on the poison map will confine rabbit populations during poisoning and reduce the risk of exposing some of the rabbit population to 1080 poison twice in two years where poisoning is done either side of a fence in consecutive years.

They will also aid follow up manpowering by containing residual populations within a defined area rather than allowing them to spread during manpowering operations.

- c) Using the most effective baits and toxins applied at the optimum time and rate/ha.

1080 oats have been used extensively from 1976-1989. In 1990 and 1991 carrot was used with generally good results.

Ground laid oats were used on the Glenburn irrigation and paddocks below the Glenburn Hill.

Given sufficient manpowering it should not be necessary to carry out any more primary poisoning before 1995. Some strategic pindone patch poisoning will be used on pockets but only where it is not practical to use manpower techniques.

11.2 OBJECTIVE TWO

To improve the vegetative cover of the severely depleted rabbit prone land by:

- a) Reducing average rabbit numbers over an extended time.

Reliance solely on poison has meant rabbit populations have periodically escalated prior to poisoning. This, together with the domestic stock grazing, has placed extreme grazing pressure on some blocks. The problem is compounded further when a dry season is superimposed on plague rabbit numbers as in 1990.

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Winter/spring country (the most critical grazing period) is that most affected in this way. This means that stock which would normally graze these areas must be accommodated on other less suitable areas. Reducing overall rabbit populations also means that more pasture dry matter is available for stock, allowing better stock unit production and improved profitability.

- b) Reducing domestic stock grazing pressure on specific blocks.

Glenburn Hill Sunny 386 ha

At present this is grazed with 3100 ewes for 6 weeks starting 15 June to end July followed by 2300 wethers for 5 weeks in September/October. Total grazing is 417 su.

It is proposed that 1900 m of fence be erected to cut off the sunny face above Glen Creek together with the flat, an area of 186 ha. This will be limited to cattle which would remain on the wetter flat areas and immediate environs. The absence of sheep will allow improvement of the depleted sunny face which has a bare ground rating of 25%. The balance of the Glenburn Sunny Block ie 200 ha will be grazed with 3100 ewes for 3 weeks and 2300 wethers for 2½ weeks; a reduction in sheep stocking of 209 su.

Glen Creek (1015 ha) / Big Hill (280 ha)

The fence between these two blocks is in disrepair so that the two blocks are grazed as one ie 2400 wethers for two months = 285 su. It is proposed that this fence is made stock proof and that Big Hill is grazed with cattle only. Cost of fencing will not be granted assisted.

Grazing on Glen Creek Block (1015 ha) will be reduced from 2 months to 1 month, a reduction of 142 su. It is estimated that the present sheep grazing on Big Hill would be no more than 20 su on an annual basis.

Big Hill/Little Hill/Horeb 1

The fences between these three blocks will be relocated so that 35 ha of eroded sunny face VIIc2 which is now part of Little Hill will be included in the Big Hill Block and 10 ha of Big Hill VIc19 will be included in Horeb 1. 2000 m of new fence will be required to facilitate this for which a 100% grant on materials is sought. Total stock units displaced are $209 + 142 + 20 = 371$.

However the reduction in dry matter eaten will not be the full 371 su because stock will consume more than 50% of the available herbage in half the grazing period. Therefore on those blocks where the sheep grazing period is being halved it is estimated that the dry matter consumed will be 60% of what is eaten under the existing grazing time.

Thus offsite grazing is calculated as 40% of the present grazing on Glenburn Sunny and Glen Creek plus 100% of estimated presented grazing on Big Hill,

$$\text{ie } (417 + 285) \times 40\% + 20 = 300 \text{ su.}$$

This will be provided by oversowing and topdressing 230 ha of Class VI land on the Lower Range and 70 ha on the Glenburn Shady.

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Soil tests have already been undertaken and a fertiliser mix of 190 kg/ha Mo 33% SS is programmed for autumn 1993. The seed will be flown on in spring 1993. Seed mix to include 2 kg/ha wcl 2 kg/ha Alsike and 1 kg/ha Suborto cocksfoot.

11.3 OBJECTIVE 3

To increase the flexibility of the property to withstand cyclical variations in available herbage.

The existing management of Otamatapaio has already created considerable flexibility in this regard. Subdivision, rotational grazing and pasture improvement enables feed reserves to be built up ahead of stock. Flexibility is further increased by the irrigation and lucerne.

To increase this further it is proposed that 5 ha of saltbush is established. This can be used by the ewes immediately after shearing prior to their being set stocked for lambing or by wethers after shearing in October. In years where spring growth is good then this forage bank can be saved over to a more necessary time.

The offsite provision of oversowing and topdressing 230 ha on the Lower Range will also aid this third objective as this is an area of the property where rainfall is less variable than on those blocks where grazing times are being reduced.

An additional 350 ha on the Lower Middle and Top Middle Blocks will be OS & TD by Otamatapaio Ltd at no cost to the R & LM Plan. This area is also in a more reliable rainfall zone.

11.4 OBJECTIVE 4

To reduce long term rabbit control costs.

- 1) The strategies outlined to achieve objective 1 will be the single biggest factor in reducing long term rabbit control costs.
- 2) Operational costs will be reduced by the construction of an airstrip in Horeb 5 block. This will reduce flying costs for any future primary poisoning on RC unit 4.

12. FINANCIAL SUMMARY

	TOTAL COST	FARMER SHARE	MAF/CRC
Primary Poison	100,868	30,260	70,608
Follow Up Pest Control	63,450	19,035	44,415
Netting Fences	50,390	0	50,390
Land Management	48,500	8,670	39,830
Airstrip	<u>5,000</u>	<u>1,500</u>	<u>3,500</u>
	<u>\$268,208</u>	<u>\$59,465</u>	<u>\$208,743</u>

This programme represents an input of \$28.13/su of which pest control (poisoning and followup) is \$17.23/su.

In the last two years of the works programme pest control is estimated to be \$1.85/su/annum. With a continued manpower effort and associated netting fences together with some strategic poisoning it is estimated that rabbit control can be provided for \$2.50/su/annum.

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13. ACKNOWLEDGEMENTS

Plan Prepared by:

L C Reid, Land Management Officer CRC and
H Wardell, Runholder, Otematapuio
R Bungard, Pest Supervisor, Kurow
D V Pickens, Consultant, Landcorp, Alexandra

A handwritten signature in black ink, appearing to be 'L C Reid', with a vertical line extending downwards from the end of the signature.

**RABBIT AND LAND MANAGEMENT PLAN
OTAMATAPAO LTD
OHARARAMA**

12.NOV.1999

APPENDIX 1

DATE	JOB	DETAILS	NO OF UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Jun-90	1	AERIAL POISON 1080 CARROT BIG HILL, LITTLE HILL	400 HA	\$67,848	\$20,304	\$47,562	
		AERIAL POISON 1080 CARROT HORREB 1 & 2	280 HA				
		AERIAL POISON 1080 CARROT GLEN CREEK	600 HA				
May-90	2	AERIAL POISON 1080 CARROT GLENBURN HOGGT & HILL BULK	1330 HA				
	2	GLENBURN OAT OPERATION - HOGGET BLOCK		\$1,095	\$328	\$767	
	3	GLENBURN OTAMATAPAO PATCH OPERATION		\$1,068	\$326	\$762	
	4	OTAMATAPAO OAT OPERATION		\$2,864	\$708	\$1,853	
		INTERIM RATES					\$4,016
		MAFRC R & LM CONTRIBUTION					
		INTERIM PLAN TOTAL					\$50,745
		YEAR 1990/91 FINANCIAL YEAR					\$50,745

DATE	JOB	DETAILS	NO OF UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
May-91	5	POISON- CHAIN HILLS AHURIRI FLAT, IRRIGATION - ACTUAL	400 HA	\$12,075	\$3,823	\$4,463	
May-91		NETTING UPLIFTED FROM CRC - OHARARAMA		\$5,480	\$0	\$5,480	
Jun-91		REGIONAL COUNCIL PEST RATES					\$15,802
Jun-91		MAFRC R & LM CONTRIBUTION					
		TOTAL FOR FINANCIAL YEAR 1990/91					\$23,748
		INTERIM PLAN TOTAL					\$23,748

DATE	JOB	DETAILS	NO OF UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Jun-90	1	AERIAL POISON 1080 CARROT BIG HILL, LITTLE HILL	400 HA	\$67,848	\$20,304	\$47,562	
May-90	2	AERIAL POISON 1080 CARROT HORREB 1 & 2	280 HA				
May-90	2	AERIAL POISON 1080 CARROT GLEN CREEK	600 HA				
May-90	2	AERIAL POISON 1080 CARROT GLENBURN HOGGT & HILL BULK	1330 HA				
	2	GLENBURN OAT OPERATION - HOGGET BLOCK		\$1,095	\$328	\$767	
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		INTERIM RATES					\$4,016
		MAFRC R & LM CONTRIBUTION					
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		YEAR 1990/91 FINANCIAL YEAR					\$50,745
May-91	5	POISON- CHAIN HILLS AHURIRI FLAT, IRRIGATION - ACTUAL	400 HA	\$12,075	\$3,823	\$4,463	
May-91		NETTING UPLIFTED FROM CRC - OHARARAMA		\$5,480	\$0	\$5,480	
Jun-91		REGIONAL COUNCIL PEST RATES					\$15,802
Jun-91		MAFRC R & LM CONTRIBUTION					
		TOTAL FOR FINANCIAL YEAR 1990/91					\$23,748
		INTERIM PLAN TOTAL					\$23,748

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YEAR 2 1991-1992 FINANCIAL YEAR

DATE	DESCRIPTION	200 HA	PER HA	TOTAL COST	FARM SHARE	MAF ETC.
Jul-91	6 AERIAL POISON 1050 CABEROT RAM POK, LWR RANGE	200 HA	PER HA	\$16,300	\$4,850	\$11,410
8	BOTTOM PT OF TOP & LWR MIDDLE BLOCKS, HORREB 9,4,5	600 HA	PER HA	\$0	\$0	\$0
Apr-92	7 FOLLOW UP R/C UNIT 4, B HILL, L HILL, GLEN CK, HORREB BLKS, TOP & BOTTOM MIDDLE BLKS RAM POK (TOTAL AREA 3400HA)	30 M/DAYS	150 P/M/DAY	\$4,500	\$1,350	\$3,150
May-92	8 FOLLOW UP R/C UNIT 2 - HOGGET BLK, GLENBURN LUG, 640HA	5 M/DAYS	150 P/M/DAY	\$750	\$225	\$525
May-92	9 FOLLOW UP R/C UNIT 3 - GLENBURN HILL 690HA	10 M/DAYS	150 P/M/DAY	\$1,500	\$450	\$1,050
May-92	7 NEW NETT FENCE SAILORS CTG BACK ALONGS BASE OF HILL	1500 M	4 PER M	\$4,000	\$0	\$4,000
May-92	8 NEW NETT FENCE ALONG SOUTH SIDE OF SWAMP	1000 M	4 PER M	\$4,000	\$0	\$4,000
May-92	9 NETT EXIST FENCE SR 63 TO GLENBURN SWAMP	400 M	2 PER M	\$800	\$0	\$800
Jun-92	10 NETT BOY WITH OAMARUA UP GLEN CREEK TO GORGE 1/2 SH	1300 M	1 PER M	\$1,300	\$0	\$1,300
Jun-92	11 NETT EXIST FENCE OTAMATAPAO DOG ROY BOUNDARY WESH	7200 M	1 PER M	\$7,200	\$0	\$7,200
Jun-92	12 UPGRADE EXISTING NETTED BOY WITH OAMARUA STATION	7000 M	0.5 PER M	\$3,500	\$0	\$3,500
Jun-92	13 NETT EXISTING BOUNDARY FENCE WITH CHALK HILLS	3700 M	1 PER M	\$3,700	\$0	\$3,700
Jun-92	14 FOLLOW UP R/C UNIT 2 - HOGGET BLK, GLENBURN LUG, 640HA	5 M/DAYS	150 P/M/DAY	\$750	\$225	\$525
Jun-92	15 FOLLOW UP R/C UNIT 3 - GLENBURN HILL 690HA	10 M/DAYS	150 P/M/DAY	\$1,500	\$450	\$1,050
Jun-92	16 CONSTRUCTION OF AIRSTRIP			\$6,000	\$1,500	\$4,500
Jun-92	FARMER CONTRIBUTION					
Jun-92	MAF/CRC R & LM CONTRIBUTION					
	TOTAL FOR FINANCIAL YEAR 1991/92			\$55,800	\$9,080	\$47,710

\$11,866

	\$23,716
	\$23,716

YEAR 3 1992-93 FINANCIAL YEAR

DATE	DESCRIPTION	3000 M	PER M	TOTAL COST	FARM SHARE	MAF ETC.
Sep-92	17 UPGRADE OLD OTAMATAPAO GLENBURN BOY- EXISTING NETTED	3000 M	1 PER M	\$3,000	\$0	\$3,000
Sep-92	18 NEW NETT FENCE SH 63 TO GLEN CREEK	1050 M	4 PER M	\$4,200	\$0	\$4,200
Sep-92	18a NETT EXISTING FENCE DOWN GLEN CREEK	2100 M	2 PER M	\$4,200	\$0	\$4,200
Oct-92	19 F UP R/C UNIT 1 CHAIN HILLS, AHURIRI PLAT, 670HA + GASING	10 M/DAYS	150 P/M/DAY	\$1,500	\$450	\$1,050
Oct-92	20 F UP R/C UNIT 2 - HOGGET BLK, GLENBURN LUG, 640HA	18 M/DAYS	150 P/M/DAY	\$2,700	\$810	\$1,890
Oct-92	21 F UP R/C UNIT 3 - GLENBURN HILL 690HA	30 M/DAYS	150 P/M/DAY	\$4,500	\$1,350	\$3,150
Oct-92	22 F UP R/C UNIT 4, B HILL, L HILL, GLEN CK, HORREB BLKS, TOP & BOTTOM MIDDLE BLKS RAM POK (TOTAL AREA 3400HA)	60 M/DAYS	150 P/M/DAY	\$9,000	\$2,700	\$6,300
Apr-93	23 BRIAR CONTROL TO ASSIST FOLLOW UP CONTROL WORK	8 HA	270 PER HA	\$1,350	\$405	\$945
Jun-93	24 TD LOWER RANGE AND GLENBURN SHADY FOR OFFSITE GRAZIN	300 HA	70 PER HA	\$21,000	\$6,300	\$14,700
Jun-93	FARMER CONTRIBUTION					
Jun-93	MAF/CRC R & LM CONTRIBUTION					
	TOTAL FOR FINANCIAL YEAR 1992/93			\$51,450	\$12,015	\$39,435

\$14,891

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	\$23,716

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DATE	DESCRIPTION	200 HA	PER HA	TOTAL COST	FARM SHARE	MAF ETC.
Jul-91	6 AERIAL POISON 1050 CABEROT RAM POK, LWR RANGE	200 HA	PER HA	\$16,300	\$4,850	\$11,410
8	BOTTOM PT OF TOP & LWR MIDDLE BLOCKS, HORREB 9,4,5	600 HA	PER HA	\$0	\$0	\$0
Apr-92	7 FOLLOW UP R/C UNIT 4, B HILL, L HILL, GLEN CK, HORREB BLKS, TOP & BOTTOM MIDDLE BLKS RAM POK (TOTAL AREA 3400HA)	30 M/DAYS	150 P/M/DAY	\$4,500	\$1,350	\$3,150
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May-92	7 NEW NETT FENCE SAILORS CTG BACK ALONGS BASE OF HILL	1500 M	4 PER M	\$4,000	\$0	\$4,000
May-92	8 NEW NETT FENCE ALONG SOUTH SIDE OF SWAMP	1000 M	4 PER M	\$4,000	\$0	\$4,000
May-92	9 NETT EXIST FENCE SR 63 TO GLENBURN SWAMP	400 M	2 PER M	\$800	\$0	\$800
Jun-92	10 NETT BOY WITH OAMARUA UP GLEN CREEK TO GORGE 1/2 SH	1300 M	1 PER M	\$1,300	\$0	\$1,300
Jun-92	11 NETT EXIST FENCE OTAMATAPAO DOG ROY BOUNDARY WESH	7200 M	1 PER M	\$7,200	\$0	\$7,200
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Jun-92	15 FOLLOW UP R/C UNIT 3 - GLENBURN HILL 690HA	10 M/DAYS	150 P/M/DAY	\$1,500	\$450	\$1,050
Jun-92	16 CONSTRUCTION OF AIRSTRIP			\$6,000	\$1,500	\$4,500
Jun-92	FARMER CONTRIBUTION					
Jun-92	MAF/CRC R & LM CONTRIBUTION					
	TOTAL FOR FINANCIAL YEAR 1991/92			\$55,800	\$9,080	\$47,710

\$11,866

	\$23,716
	\$23,716

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Sep-92	18 NEW NETT FENCE SH 63 TO GLEN CREEK	1050 M	4 PER M	\$4,200	\$0	\$4,200
Sep-92	18a NETT EXISTING FENCE DOWN GLEN CREEK	2100 M	2 PER M	\$4,200	\$0	\$4,200
Oct-92	19 F UP R/C UNIT 1 CHAIN HILLS, AHURIRI PLAT, 670HA + GASING	10 M/DAYS	150 P/M/DAY	\$1,500	\$450	\$1,050
Oct-92	20 F UP R/C UNIT 2 - HOGGET BLK, GLENBURN LUG, 640HA	18 M/DAYS	150 P/M/DAY	\$2,700	\$810	\$1,890
Oct-92	21 F UP R/C UNIT 3 - GLENBURN HILL 690HA	30 M/DAYS	150 P/M/DAY	\$4,500	\$1,350	\$3,150
Oct-92	22 F UP R/C UNIT 4, B HILL, L HILL, GLEN CK, HORREB BLKS, TOP & BOTTOM MIDDLE BLKS RAM POK (TOTAL AREA 3400HA)	60 M/DAYS	150 P/M/DAY	\$9,000	\$2,700	\$6,300
Apr-93	23 BRIAR CONTROL TO ASSIST FOLLOW UP CONTROL WORK	8 HA	270 PER HA	\$1,350	\$405	\$945
Jun-93	24 TD LOWER RANGE AND GLENBURN SHADY FOR OFFSITE GRAZIN	300 HA	70 PER HA	\$21,000	\$6,300	\$14,700
Jun-93	FARMER CONTRIBUTION					
Jun-93	MAF/CRC R & LM CONTRIBUTION					
	TOTAL FOR FINANCIAL YEAR 1992/93			\$51,450	\$12,015	\$39,435

\$14,891

	\$23,716
	\$23,716

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JUL-83 25 F UP RVC UNIT 1 CHAM HILLS, AURORA FLAT, 1A + GASTING
 JUL-83 25 F UP RVC UNIT 2 - HOGGET BLK, GLENBURN LUC, 640HA
 JUL-83 27 F UP RVC UNIT 3 - GLENBURN HILL 600HA
 JUL-83 28 F UP RVC UNIT 4, B HILL, L HILL, GLEN CK, HORREB BLKS,
 TOP & BOTTOM MIDDLE BLKS RAM PDK (TOTAL AREA 3400HA)
 AUG-83 29 NETTING EXISTING FENCE ABOVE OTAMATAPAO PADDOCKS
 AUG-83 30 REALIGNMENT OF BIG HILL/LITTLE HILL FENCE
 SEP-83 31 NEW NETTED NETTED FENCE ABOVE OTAMATAPAO PADDOCKS
 OCT-83 32 ESTABLISHMENT OF SALTBUSH (RIPPING, SPRAYING, PLANTING)
 OCT-83 33 FENCING AROUND SALTBUSH AREA
 NOV-83 34 AERIAL SEEDING LOWER RANGE AND GLENBURN SHADY-OFFSET
 FARMER CONTRIBUTION
 MAFCRC R & LM CONTRIBUTION
 TOTAL FOR FINANCIAL YEAR 1983/84

10 MDAYS	150 PWDAY	\$1,950	\$450	\$1,050	\$0	\$1,950
18 MDAYS	150 PWDAY	\$2,700	\$618	\$1,888	\$0	\$2,700
30 MDAYS	150 PWDAY	\$4,500	\$1,350	\$3,150	\$0	\$4,500
60 MDAYS	150 PWDAY	\$9,000	\$2,700	\$6,300	\$0	\$9,000
2500 M	2 PER M	\$5,000	\$0	\$5,000	\$0	\$5,000
2000 M	4 PER M	\$4,000	\$0	\$4,000	\$0	\$4,000
500 M	4 PER M	\$2,000	\$0	\$2,000	\$0	\$2,000
5 HA	300 PER HA	\$1,500	\$970	\$2,000	\$0	\$1,500
1900 M	4 PER M	\$4,000	\$1,900	\$4,000	\$0	\$4,000
300 HA	20 PER HA	\$6,000	\$1,900	\$4,200	\$0	\$6,000
		\$44,600	\$7,880	\$38,920	\$7,880	\$23,716
						\$23,716

YEAR 1983/84 - 1984/85 FINANCIAL YEAR
 YEAR 1984/85 - 1985/86 FINANCIAL YEAR

JUL-84 35 MANAGEMENT FENCE ON GLENBURN SUNNY BLOCK
 SEP-84 36 FOLLOW UP RVC UNIT 1 CHAM HILLS, AURORA FLAT, 670HA
 SEP-84 37 FOLLOW UP RVC UNIT 2 - HOGGET BLK, GLENBURN LUC, 640HA
 SEP-84 38 FOLLOW UP RVC UNIT 3 - GLENBURN HILL 600HA
 SEP-84 39 FOLLOW UP RVC UNIT 4, B HILL, L HILL, GLEN CK, HORREB BLKS,
 FARMER CONTRIBUTION
 MAFCRC R & LM CONTRIBUTION
 TOTAL FOR FINANCIAL YEAR 1984/85

1900 M
 10 MDAYS 4 PER M \$7,600 \$0 \$7,600
 18 MDAYS 150 PWDAY \$1,500 \$450 \$1,550
 30 MDAYS 150 PWDAY \$2,700 \$810 \$1,890
 60 MDAYS 150 PWDAY \$4,500 \$1,350 \$3,150
 1900 M \$3,000 \$2,700 \$6,300

\$25,300	\$5,310	\$19,990	\$5,310	\$23,716
				\$23,716

TOTALS FOR RABBIT & LAND MANAGEMENT PLAN - OTAMATAPAO

EFFECTIVE GRANT RATE

SUMMARY OF COSTS

PRIMARY POISON 419
 FOLLOW UP CONTROL 31250
 NETTING FENCES
 LAND MANAGEMENT
 AURORA

\$268,208	\$59,465	\$208,743	\$59,465	\$169,325
TOTALS FARMERS' UNIT 1	TOTALS FARMERS' UNIT 2	TOTALS FARMERS' UNIT 3	TOTALS FARMERS' UNIT 4	TOTALS FARMERS' UNIT 5
COSTER'S SHARE	COSTER'S SHARE	COSTER'S SHARE	COSTER'S SHARE	COSTER'S SHARE
\$100,868	\$63,450	\$9,990	\$49,500	\$5,000
\$70,608	\$44,415	\$0	\$2,070	\$38,830
\$30,260	\$18,025	\$0	\$1,500	\$3,500
\$70,608	\$44,415	\$0	\$2,070	\$38,830
\$30,260	\$18,025	\$0	\$1,500	\$3,500
\$268,208	\$59,465	\$208,743	\$59,465	\$169,325

63%

OTAMPWKS.XLS

RABBIT AND LAND MANAGEMENT PROGRAMME										APPENDIX 2
BLOCK WORKSHEET										
BLOCK NAME	AREA (HA)	SOILS	TOPOG	VEGETATION	OTHER	GRASS	LAND USE	PERMITS	PRESENT	
TOP RANGE	2675	600-1000	Mrs. P.L. Bm	STEEP & V STEEP	Crt - higher Short tussock - low	<5%	40%	VII, VIII		0.07
LOWER RANGE	600	550-700	Mrs. Top, Bm	V STEEP	60% - Crt 40% Short Tussock	10% - 15% Dense Patches	20%	VIII, VI, VI		0.41
TOP MIDDLE	350	550	Krs, Kl, Tps	STEEP	Crt	Hpr on top <5% Patches	15%	VII, VI	OSMTD 1974 71 LWR Pk	0.49
LOWER MIDDLE BLOCK	370	500	Mrs. Dk, Sl, Bm	V STEEP	Crt, P, C	Lower down 50% on top 15% on rest	25%	VII, VI		0.22
TOP OF HORIEB	600	500	Krs, Dk, Tv, Sl	MAINLY STEEP	50% Crt 50% P, C	Hpl 20% Upr Hpl 20% Lwr	20%	MAINLY VI		0.23
GLEN CREEK	1015	450	Bm, Cr, M, H, A	V STEEP	Crt dominant scrub for down	Hpr below on Crt 20% Hpl Lwr down	15% in Crt 25% Lwr down	MAINLY VII		0.22
BIG HILL	280	450	All Crt	STEEP	Scrub weedy, up on Brome grasses	20% Hpl on Lwr Muck	50%	VII, SOME VI		0.22
LITTLE HILL	120	450	Cr, CH	V STEEP	Poa Annual & Potential grasses	15% Hpl	20%	VI, VII		

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GLENBURN HILL SUNNY	385	450	AL, OH, CH, CR	MOID STEEP	Pos, Pos, Boragel Flannel leaf annual bromes	5%	SCATTERED BRMAR	25%	VI, VI	1.08
GLENBURN HILL SHADY	230	450	CH, AI	STEEP	Pos, Aod, Agt Wet Lin down	15%		15%	VI, VI	1.26
HOREB 5	155	450	SI, EB, AW	STEEP	Pos, doves, cockfoot	5%	Brkr, scrub Mudring fields	5%	VI, some VII	3.68
HOREB 4	110	450	BL, BR, LG, SI	STEEP	Pos, Eng grasses & Clovers Etr.	50%	Brkr stick in places + 50 LB	25%	VI	0.87
HOREB 3	120	450	OK, BR, BL, GR	STEEP + FAN	Pos, Eng grasses Clover + fan grass	5%	More brkr than HS	5%	VI, III	4.91
HOREB 2	120	450	MY, CR, CR	80% STEEP 40% FAN	Pos, Eng grasses Clover + fan grass	10%		10%	VI	2.02
HOREB 1	160	450	CR, AL, BR	V STEEP	Pos, Ann grasses	15%		20%	VI, VII	
HORNET BLOCKS AIRSTRIP	485	450	GR	FAN	Dgl, Vn, Ew	10%	SCATTERED BRMAR	5%	IV, VI	
SHEEP'S BURNETT	50	450	GR	FAN	Sheep's Bonnet L. combs Dgl	10%		5%	III, IV	
CHANN HILLS (2 BLOCKS) PLUS FLAT	161	450	MY, CH, H	STEEP	Annual grasses Vn, Ew	20%		10%	IV, VI	0.95
IRRIGATION	170	450	MK	FLAT	IMP PASTURE				VI	3.81
AHURU FLAT	130	450	MK, EB	FLAT	Roo Annual grass	10%		15%	VI, SOME VII	0.95

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PEST CONTROL PROGRAMME				POISONING PROGRAMME		APPENDIX 3
BLOCK/ZONE	PEST PRESENT	PRESENT START	POISONING PRESENT	UNIT	AC	CONTROL PROGRAMME
TOP RANGE	LOW	1	NONE	NOT POISONED		
LOWER RANGE	LOW-HIGH	2	AC 1991	UNIT 4	AC 1991	
TOP MIDDLE	LOW-HIGH	2	AC 1991	UNIT 4	AC 1991	
LOWER MIDDLE BLOCK	HIGH-LOW	2	AC 1991	UNIT 4	AC 1991	
TOP OF HORSE	LOW	2	NONE	UNIT 4		
GLEN CREEK	LOW+EXTREME	2	LWR PT 1990 1980 AC	UNIT 4	AC 1992	
BIG HILL	HIGH+EXTREME	2	AC 1986 AC 1990	UNIT 4	AC 1990	PATCH PRIDONE MANPOWERING WHERE NEG
LITTLE HILL	HIGH	2	AC 1987 AC 1989	UNIT 4	AC 1990	PATCH PRIDONE MANPOWERING WHERE NEG

OTAMPWKS.XLS

GLENBURN HILL SUNNY	EXTREME/NO +NEGLECTIBLE	2	AO 1986 AC 1990	UNIT 3	AC 1990	PATCH PINDONE WHERE NEC	MANPOWERING
GLENBURN HILL SHADY	HIGH	2	AO 1986 AC 1990	UNIT 3	AC 1990	PATCH PINDONE WHERE NEC	MANPOWERING
HOREB 5	HIGH	2	AO+GO 1987 AC 1991	UNIT 4	AC 1991		MANPOWERING
HOREB 4	HIGH	2	AO+GO 1987 AC 1991	UNIT 4	AC 1991		MANPOWERING
HOREB 3	MODERATE	2	AO+GO 1987 AC 1991	UNIT 4	AC 1991		MANPOWERING
HOREB 2	HIGH	2-3	AC 1990	UNIT 4	AC 1990		MANPOWERING
HOREB 1	HIGH	2-3	AC 1990	UNIT 4	AC 1990		MANPOWERING
HOREB BLOCKS AIRSTrip	HIGH	2-3	AO 1987 AC 1990	UNIT 3	AC 1990	PATCH PINDONE WHERE NEC	MANPOWERING
SHEEP'S BURNETT	HIGH	2-3	AO 1987 AC 1990	UNIT 3	AC 1990	PATCH PINDONE WHERE NEC	MANPOWERING
CHAIN HILLS (2 BLOCKS) PLUS FLAT	EXTREME/NO	2		UNIT 1			MANPOWERING
IRRIGATION	NEGLECTIBLE	2	GO 1987 GO 1991	UNIT 1	GO 1991		MANPOWERING
AMURURI FLAT	HIGH	2+	GO 1987 AC 1991	UNIT 1	AC 1991		MANPOWERING

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GLENBURN HILL	NETTED SECTION	EWES & WETHERS	TOPOGRAPHY:	CLIMATE: SOILS	CLIMATE, SOILS	ONLY DOWN	GOOD
SUNNY	WITH BIG HILL	WINTER	SOILS CLIMATE			BOTTOM	
	NEEDS UPGRADING						
GLENBURN HILL	NETTED SECTION	LAMBING +	TOPOGRAPHY	CLIMATE	CLIMATE, SOILS		
SHADY	NEEDS SHIFTING	EWES AUTUMN	SOILS				
HOREB 5	GOOD	EWES LAMBED	TOPOGRAPHY	CLIMATE	CLIMATE	GOOD	GOOD
		EWES - TUPPED	SOILS				
HOREB 4	GOOD	EWES-TAILING	TOPOGRAPHY	CLIMATE	SOILS, CLIMATE		
		2THS-WINTER	SOILS				
HOREB 3	GOOD	EWES LAMBED	TOPOGRAPHY	CLIMATE	CLIMATE	GOOD	GOOD
		EWETH-AUTUMN	SOILS				
HOREB 2	GOOD	EWESTO TAILING	TOPOGRAPHY	CLIMATE	CLIMATE	GOOD	GOOD
		EWES-TUPPING	SOILS				
HOREB 1	NEEDS REPAIR	OVER FLOW BLK	TOPOGRAPHY	SOILS, CLIMATE	SOILS, CLIMATE	GOOD	GOOD
	GLEN CK BIG HILL	FOR WETHERS	SOILS				
HOGGET BLOCKS	OWARAMA BOY	HOGGETS & EWES	AT BOTTOM	CLIMATE	CLIMATE	GOOD	GOOD
ARRISTRIIP	UPGRADE NETTING	LATE WINTER	OF BLOCK				
SHEEP'S BURNETT	GOOD	HOGTS-WINTER	HAS BEEN CUL	CLIMATE	CLIMATE	GOOD	GOOD
			NO WATER				
CHAIR HILLS (2 BLOCKS)	WIRE STANDARDS	LAMBING AND		POSSIBLE	CLIMATE	GOOD	GOOD
PLUS FLAT		WINTER GRAZING		SOILS/CLIMATE			
FRIGATION	GOOD	LAMBING, CALVING				GOOD	GOOD
		CATTLE & HOGGET					
AHURIRI FLAT	RIVER BOY IS OPEN	LAMBING TILL	MOST COULD	SOILS/CLIMATE		GOOD	GOOD
		WEARING	BE D DRILLED				
			CLIMATE				

OTAWA/PWK.S.JL9

LAND MANAGEMENT DECISIONS			APPENDIX 5
ELONGATED RANGE POSSIBLE TRANSFERRED TO ANOTHER RANGE FOR MANAGEMENT PURPOSES	1,2,3,6,14,16	2,6,14	PROGRAMME TO ACHIEVE AGREED LAND USE BETWEEN LANDHOLDERS AND STABLES
TOP RANGE			
LOWER RANGE	1,2,3,6,14,16	2,6	MINIMAL OS&TD 230HA FOR OFFSITE GRAZING
TOP MIDDLE	1,2,3,6,14,16	2,6	MINIMAL WILL BE OS&TD AS PART OF RUNHOLDERS PROGRAM
LOWER MIDDLE BLOCK	1,2,3,6,14,16	2,6	MINIMAL WILL BE OS&TD AS PART OF RUNHOLDERS PROGRAM
TOP OF HOFEB	1,2,3,16	2	
GLEN CREEK	1,2,3,16	2,16	IMPROVED FENCE WITH BAILL TO BE REPAIRED & GRAZING PERIOD HALVED
BIG HILL	1,2,3,6,10,12,16	2,10,12,16	FENCE WITH GYCK TO BE REPAIRED. CATTLE ONLY GRAZING
LITTLE HILL	1,2,4,6,8,10,16	2,4,8,10,16	MINIMAL SCRUB CL + NETTING REALIGN B HILL & L HILL FENCE EST SHA SALT BUSH NETT AGAINST FOKS

STAMP WKS. M.S.

GLENBURN HILL	1,2,3,8,10,14,15	2,10,14,16	2,10,14,18	IMPROVED GROUND COVER	FENCE OFF WESTERN FACE & GRAZE CATTLE ONLY + NETTING SHADY HALVE TIME OF GRAZ
SUNNY					
GLENBURN HILL SHADY	1,2,8,10,14	3,4,8,10	3,4,8,14	MINIMAL	REALIGN SECTION OF NETTING THRU SWAMP OR TO PSHA + NETTING
HORIEB 5	1,2	1,2			
HORIEB 4	1,2	1,2	1,2		
HORIEB 3	1,2	1,2			
HORIEB 2	1,2	1,2			
HORIEB 1	1,2	2	2		
HOGGET BLOCKS ARISTON	1,2,7,8,9,10,12	1,2,10	10		BOY WITH OMAJAWA TO BE UP-GRADED
SHEEP'S BURNETT	1,2,7,8,9,10,12	1,2,10	10		EXISTING FENCE TO BE NETTED DOWN (LEN OF
CHAW HILLS (2 BLOCKS) PLUS FLAT	1,2,7,8,14	1,2	2		NETT BOY WITH CHAW HILLS
FRIGATION	1,2	1,2			
AHURURI FLAT	1,2	1,2	2		

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GLENBURN SWAMP	1,2,10	1,2,10	10		NETT LUCERNE SWAMP
GLENBURN LUCERNE	1,2,10	1,2,10	10		NETT LUCERNE SWAMP
OTAMATAPAO LUCERNE	1,2	1,2	10		NETT BOG ROY BOY
OTAMATAPAO PADDOCKS	1,2,10	1,2,10	10		NETT ABOVE A HILL, H2
OTAMATAPAO SWAMP	1,2,10	1,2,10	10		NETT BOG ROY BOY
PAW PADDOCK	1,2	1,2	2		
GLENBURN HILL LAKE	1,2	2	2		
1) GRAZING		9) FODDER BANKS OF DRYLAND SCRUBS			
2) SEASONAL SPELLING		10) STRATEGIC RABBIT FENCING			
3) LONG TERM SPELLING		11) RENOVIATION			
4) BELL INTEREST IN BLOCK		12) SCRUB CLEARANCE			
5) AFFORESTATION		13) TRACKING			
6) RETIRE PERMANENTLY		14) SUB-DIVISIONAL FENCE			
7) DIRECT DRILL		15) CULTIVATION TO NEW PASTURE			
8) OS&TD		16) REDUCE DOMESTIC GRAZING			

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OTAMAPAZZELS

BLOCK NAME	AREA CLASS OF	NO. OF	NO. OF	WEANING	TIPPING	EWE SHEARING	WETHER & HOGGET STEAKING	APPENDIX 6	
								STOCK	STOCK
TOP RANGE	2415	2534	WETHS	0.7	1200	WETHS	170	0.07	
LOWER RANGE	640	610	WETHS	0.7	2400	WETHS	281	0.11	
TOP MIDDLE	350	310	WETHS	0.7	1200	WETHS	170	0.49	
LOWER MIDDLE	370	370	WETHS	0.7	3100	WETHS	0	0.22	
RAM PADDOCK	120	120	EWES	0.7	3100	WETHS	178	1.49	
		120	2TH WTH	1	700	WETHS	58	0.48	
TOP HORDED	600	600	WETHS	0.7	2400	WETHS	26	0.97	
GLSEN CRIDER 349	1013	1013	WETHS	0.7	2400	WETHS	108	0.23	
DIG HILL	240	240	WETHS	0.7	2400	WETHS	215	0.22	
LITTLE HILL	120	120	WETHS	0.7			0	0.00	
GLENGUBN HILL	366	366	WETHS	0.7	2300	WETHS	163	0.42	
SUNNY		366	EWES	0.65	3100	WETHS	254	0.66	
GLENBURN HILL	730	230	EWES	1.6	200	WETHS	417	1.08	
SHADY		230	EWES	0.8	700	WETHS	127	0.35	
LANES	102	200	2TH WTH	0.7	700	WETHS	140	0.61	
HORDED 5	153	153	EWES	1.6	500	WETHS	30	0.22	
HORDED 5		153	EWES	1.4	300	WETHS	140	0.22	
HORDED 5		153	EWES	0.8	1300	WETHS	318	2.03	
HORDED 5		153	2TH WTH	0.7	240	WETHS	91	0.39	
HORDED 4	110	110	EWES	1.6	120	WETHS	121	0.72	
HORDED 4		110	2TH WTH	0.7	700	WETHS	40	0.26	
							570	2.68	
							76	0.60	
							19	0.17	
							95	0.97	

THE OFFICIAL INFORMATION ACT

OTAMATAPAIO STLS

GRAZING CHART FOR OTAMATAPAIO STATION 1992										
5:20 PM 25 MAR 92	WEANING	TUPPING	EWES SHEARING	WETHER & HOGGET SHEARING	APPENDIX 6					
BLOCK NAME	AREA	CLASS	SU	NO. OF	NO. OF	NO. OF	NO. OF	NO. OF	TOTAL	
HA	STOCK	SOLIDY	BLDG	JAN	FEB	MAR	APR	MAY	ENTR	
									ENTR	
HOBEB 1	120	120	EWES	1.6	400	1000	1000	1000	254	2.12
HOBEB 2	120	120	EWES	1.6	300	1000	1000	1000	91	0.76
HOBEB 3	120	120	EWES	0.8	3100	1000	1000	1000	204	1.70
HOBEB 3	120	2TH	WTH	0.7	700	1000	1000	1000	40	0.34
HOBEB 2	120	120	EWES	1.6	300	1000	1000	1000	59	4.91
HOBEB 2	120	120	EWES	0.8	1200	1000	1000	1000	100	0.83
HOBEB 2	120	2TH	WTH	0.7	700	1000	1000	1000	21	0.18
HOBEB 1	160	160	WETHS	0.7					242	2.02
JUGGET BLKS	515	515	EWES	0.85	2100	1000	1000	1000	215	0.42
BURNETT	515	WTH	HGT	0.6	900	1000	1000	1000	102	0.20
BURNETT	515	EWES	HGT	0.6	1200	1000	1000	1000	136	0.26
CHAIN HILLS +	311	311	EWES	1.6	250	1000	1000	1000	159	0.51
AHURU PLAT	311	2TH	EWES	0.7	900	1000	1000	1000	159	0.51
IRRIGATION	170	170	EWES	0.7	1200	1000	1000	1000	318	1.02
IRRIGATION	170	EWES		1.6	500	1000	1000	1000	398	2.34
IRRIGATION									267	1.57
GLENB SWAMP	163	163	EWES	1.6	400	1000	1000	1000	666	3.85
GLENB SWAMP	163	2TH	EWES	1	900	1000	1000	1000	67	0.40
GLEN LUCERNE	150	150	2TH	EWES	1	900	1000	1000	111	0.74
AND PADDOCKS	150	WTH	HGT	0.7	900	1000	1000	1000	270	1.82
GLEN LUCERNE	150	2TH	EWES	1	900	1000	1000	1000	234	1.50
AND PADDOCKS	150	EWES	HGT	0.7	1400	1000	1000	1000	59	0.39
	150	2TH	WTH	0.7	700	1000	1000	1000	226	1.50
OTAM LUCERNE	120	120	2TH	WTH	1	1000	1000	1000	185	1.55
OTAM LUCERNE	120	2TH	EWES	1	900	1000	1000	1000	324	2.70
OTAM LUCERNE	120	WETHS		0.7	1000	1000	1000	1000	123	1.01
OTAM SWAMP	180	180	EWES	1.6	300	1000	1000	1000	1067	1.84
5:20 PM 25 MAR 92	9284								7552	0.64

FILE COPY

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ATTACHMENT 7IN THE MATTER UNDER THE
OFFICIAL INFORMATION ACT

MEMORANDUM OF VARIATION OF LEASE

IN THE MATTER of the Land Act 1948

AND

IN THE MATTER of Lease No P343
Volume 12B folio 342 Otago Registry
from Her Majesty the Queen to
**OTAMATAPAIO STATION
LIMITED** a company having its
registered office at Dunedin.

The covenants conditions and restrictions contained or implied in the above-mentioned lease registered in Volume 12B folio 342 Otago Land Registry, are hereby varied as follows:

1. That should the Lessee with the consent of Her Majesty the Queen transfer, sublet or otherwise dispose of his interest in the land affected by the said lease or any part thereof to a company incorporated under the Companies Act 1955, then the following provisions shall apply.
 - (a) The provisions of Section 89 of the Land Act 1948, shall apply to all such transfers and other dispositions of shares in such a company as if such shares were interests in the said land and no share or shares in such company shall be transferred or otherwise disposed of by any shareholder without the consent of the Commissioner of Crown Lands.
 - (b) The provisions of the Land Act 1948, with regard to the residence shall continue to be applicable to the said lease notwithstanding the transfer or other disposition to such company provided however that such provisions shall be deemed to be complied with by such company only if and when there resides on the said land a person who manages the land on behalf of such company and who has been approved in writing for that purpose by the Commissioner of Crown Lands.
 - (c) A breach by the company or by any shareholder of all or any of the provisions of subclauses (a) and (b) hereof shall be deemed to be in breach of the covenants conditions and restrictions contained in the said lease entitling the lessor to exercise all or any of the powers conferred upon her by the said lease in such circumstances.
2. Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the Memorandum of Lease shall remain in full force.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

IN WITNESS WHEREOF the parties have hereunto subscribed their names this 5th day of September 1973

SIGNED by the ^{acting} Commissioner of Crown Lands for and on behalf of HER MAJESTY THE QUEEN in the presence of:

[Handwritten signature]

Witness: R Davis

Occupation: Solicitor

Address: Wellington

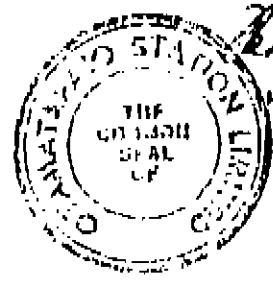
The common seal of OTAMATAPAIO STATION LIMITED affixed

In the presence of:

Witness: G.M. Gairies J.P.

Occupation: sheep farmer

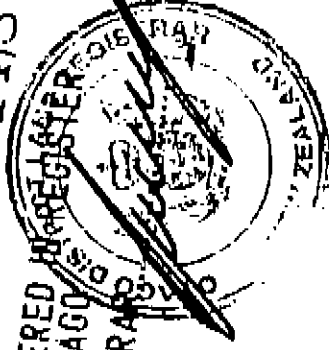
Address: Fairfax No 3 RD
Obanau.



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10.54 13.OCT93
 128 1302.
 PARTICULARS ENTERED IN REGISTER
 LAND REGISTRY STAGGS
 ASST. LAND REGISTRAR

Davidson
 840514/3



RELEASED UNDER THE
 OFFICIAL INFORMATION ACT

ATTACHMENT 8 DEPOSITED UNDER THE
OFFICIAL INFORMATION ACT

(Approved by the Registrar General of Land as No. 206157)

MEMORANDUM OF TRANSFER

WHEREAS REDA N.Z. LIMITED a duly incorporated Company at Alexandra
(hereinafter referred to as "the Transferor") is being registered as proprietor
of an estate in fee simple

subject however to such encumbrances

lichs and interests as are notified by memoranda underwritten or endorsed hereon in all the
following pieces of land situated in the Otago Land District
FIRST all those pieces of land

containing by admeasurement 22.6410 hectares

110mch1 13:43:52 30/03/1994 000000105
New Zealand Stamp Duty -
Self assessed duty 538,484,112.0

to be the same a little more or less being Lots 3 and 4 on Deposited Plan 23455 Block II
Benmore Survey District and being part of the land in Certificate of Title
14C/1043 SUBJECT to Section 3 of the Petroleum Act 1937, Section 8 of the Atomic
Energy Act 1945, Section 3 of the Geothermal Energy Act 1953, Sections 6 and 8
of the Mining Act 1971 and Sections 5 and 261 of the Coal Mines Act 1979 AND to
Part IV A of the Conservation Act 1987 AND to Transfer 815198 (hereinafter
referred to as "the land first described") AND to Land Improvement Agreement 570520
AND SECONDLY all the following pieces of land (hereinafter referred to as "the
servient tenement")

419.9281 hectares or thereabouts being part Section 2 5 0 Plan 23071 Block II
Benmore Survey District and being part of the land in Certificate of Title
14C/1043 SUBJECT to the same encumbrances as the land first described
7850 hectares or thereabouts being Section 3 Block II Gala Survey District and
being part of the land in Pastoral Lease P 343 Register Book 128/342 SUBJECT
to Land Improvement Agreement 570520

AND WHEREAS GLENBURN PARK LIMITED a duly incorporated Company at Dunedin
(hereinafter referred to as "the Transferee") is registered as proprietor
of an estate in fee simple subject as hereinafter set forth in all that
piece of land situated as aforesaid containing 36.7973 hectares/or thereabouts
being Section 4 Block II and Section 7 Block IV Benmore Survey District/
and being all the land in Certificate of Title 12C/789 SUBJECT to reservations
and conditions imposed by Section 8 of the Mining Act 1971 and Section 5
of the Coal Mines Act 1979 (hereinafter together with the land first described
referred to as "the dominant tenement")

To Clerk
Register
L/A

Recd
R. 24.11
Register

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

PURSUANT to a verbal agreement with and by direction of OTAMATAPAIO STATION LIMITED AND

IN CONSIDERATION of the sum of ELEVEN THOUSAND TWO HUNDRED DOLLARS (\$11,200.00
paid to Otamatapaio Station Limited by the Transferee

paid to by

~~the receipt of which is hereby acknowledged~~

DO HEREBY TRANSFER to the said Transferee the land first described TOGETHER
WITH the following rights:

~~all estate and interest in the said piece of land~~

ORDER OF LAND VALUATION TRIBUNAL

LVP NO: 38/94

IN THE LAND VALUATION
TRIBUNAL AT THE DISTRICT
COURT AT DUNEDIN

IN THE MATTER OF AN APPLICATION
UNDER THE LAND SETTLEMENT PROMOTION
AND LAND ACQUISITION ACT 1952 FOR
CONSENT TO A SALE/LEASE OF LAND

BETWEEN REDA N.Z. LIMITED a duly incorporated Company at Alexandra

~~Vendor/Lessor~~

AND GLENBURN PARK LIMITED a duly incorporated Company at Dunedin

~~Purchaser/Lessee~~

BEFORE THE OTAGO LAND VALUATION TRIBUNAL

On the application of REDA N.Z. LIMITED
for the consent of the Land Valuation Tribunal to the sale/lease
in respect of the land described in the schedule hereto
It is ordered that the consent of the Land Valuation Tribunal be
granted to the transaction pursuant to Part II of the Land
Settlement Promotion and Land Acquisition Act 1952

SCHEDULE

19.9390 hectares or thereabouts being Lot 3 on Deposited Plan 23455 Block II
Benmore Survey District Certificate of Title 14C/1043 (Part)

2.7020 hectares or thereabouts being Lot 4 on Deposited Plan 23455 Block II
Benmore Survey District Certificate of Title 14C/1043 (Part)

Pursuant to an agreement dated 9 February 1994
situated in the County of Waikaiti

CONSIDERATION:

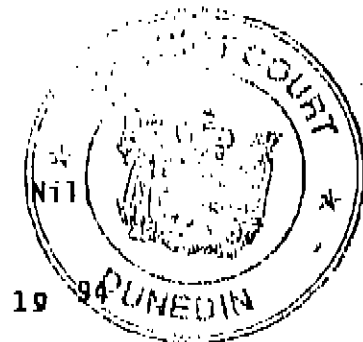
\$		C
11,200		00

11,200		00

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OFFICIAL INFORMATION ACT

LEASE DETAILS: Annual Rental - \$ Nil

Dated at Dunedin this 11th day of March



[Handwritten Signature]
Deputy Registrar

Copies to:

Mackenzie & Wood

Rowley Pasley & Dean

Office of Crown Lands
CPO Box 170
WELLINGTON

Branch Manager
Valuation Department
P O Box 215
DUNEDIN



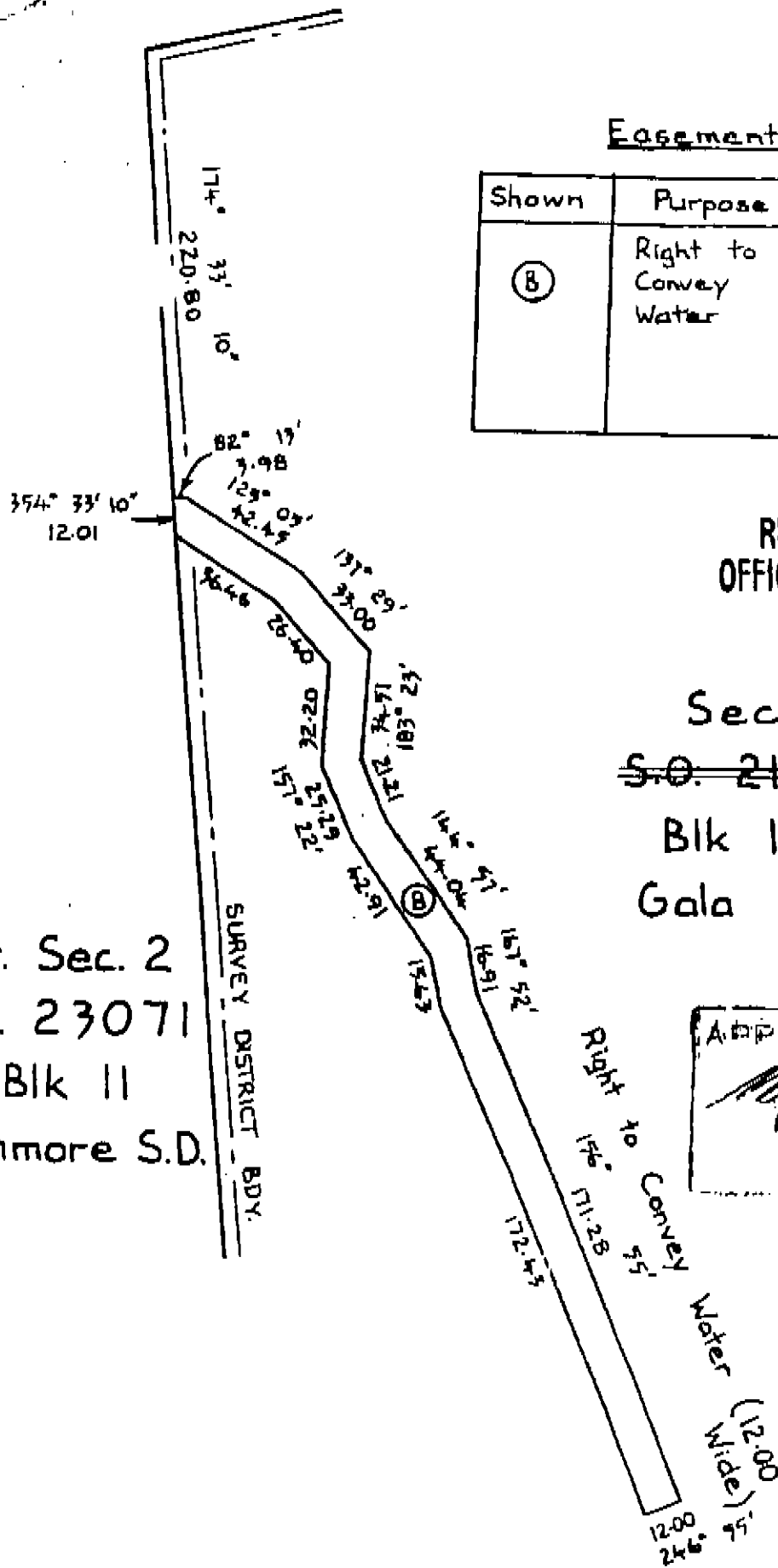
Easement Schedule

Shown	Purpose	Serv. Ten.	Dom. Ten.
(B)	Right to Convey Water	Section 3 Blk II Gala S.D.	Lots 3 & 4 D.P. 23455 Section 4 Blk II and Sec 7 Blk IV Benmore S.D.

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Sec 3
~~S.O. 21748~~
Blk II
Gala S.D.

APPROVED
[Signature]
Acting Chief Surveyor
7/9/93



Pt. Sec. 2
S.O. 23071
Blk II
Benmore S.D.

Diagram of Easement

Scale 1:2000

Drawn: 31/5/93

Full right to convey water across the servient tenement to the dominant tenement by means of the water races on the servient tenement shown marked "A" on Deposit Plan 23455 and marked "B" on the Diagram of Easement annexed hereto respectively and for an easement forever appurtenant to the dominant tenement.

2. THE right to enter at any time upon the servient tenement with or without workmen and/or any necessary vehicles, implements and materials of any kind to inspect repair clean dig up alter enlarge or review the said water race and generally to do anything necessary or convenient for the full exercise of the rights hereby granted.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

IN WITNESS WHEREOF these presents have been ~~hereunto subscribed~~ executed ~~on~~ this 9th day of February one thousand nine hundred and ninety four.

THE COMMON SEAL of ~~signed by the~~

REDA N.Z. LIMITED

as Transferor was hereto affixed in the presence of



J. C. Preece
Director

R. W. Hill
Secretary

Witness _____

Occupation _____

Address _____

THE COMMON SEAL of GLENBURN PARK LIMITED

as Transferee was hereto affixed in the presence of:



Witness: *John H. Wardell* Director

Occupation: *May E. Woodell* Director

Address: _____

TRANSFER OF

Correct for the purposes of "The Land Transfer Act 1952"

Freehold land

Walker

Solicitor for the Purchaser

situated in the Benmore Survey District

REDA N.Z. LIMITED

Vendor

GLENBURN PARK LIMITED

~~XXXXXXXXXXXXXXXXXXXX~~

Purchaser

I hereby certify that this transaction does not contravene the provisions of the Land Settlement Promotion and Land Acquisition Act 1952

Walker

Solicitor for the Purchaser

RELEASED UNDER THE OFFICIAL INFORMATION ACT

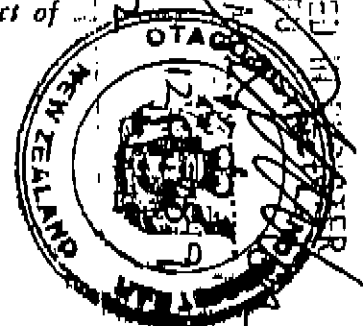
The instrument marked A or DP and created herein is subject to Section 243 Resource Management Act 1991

DUB

Particulars entered on the day and at

District Assistant Land Registrar of the District of

14C/1043
12 6/342



14C/1043
12 6/342
863249

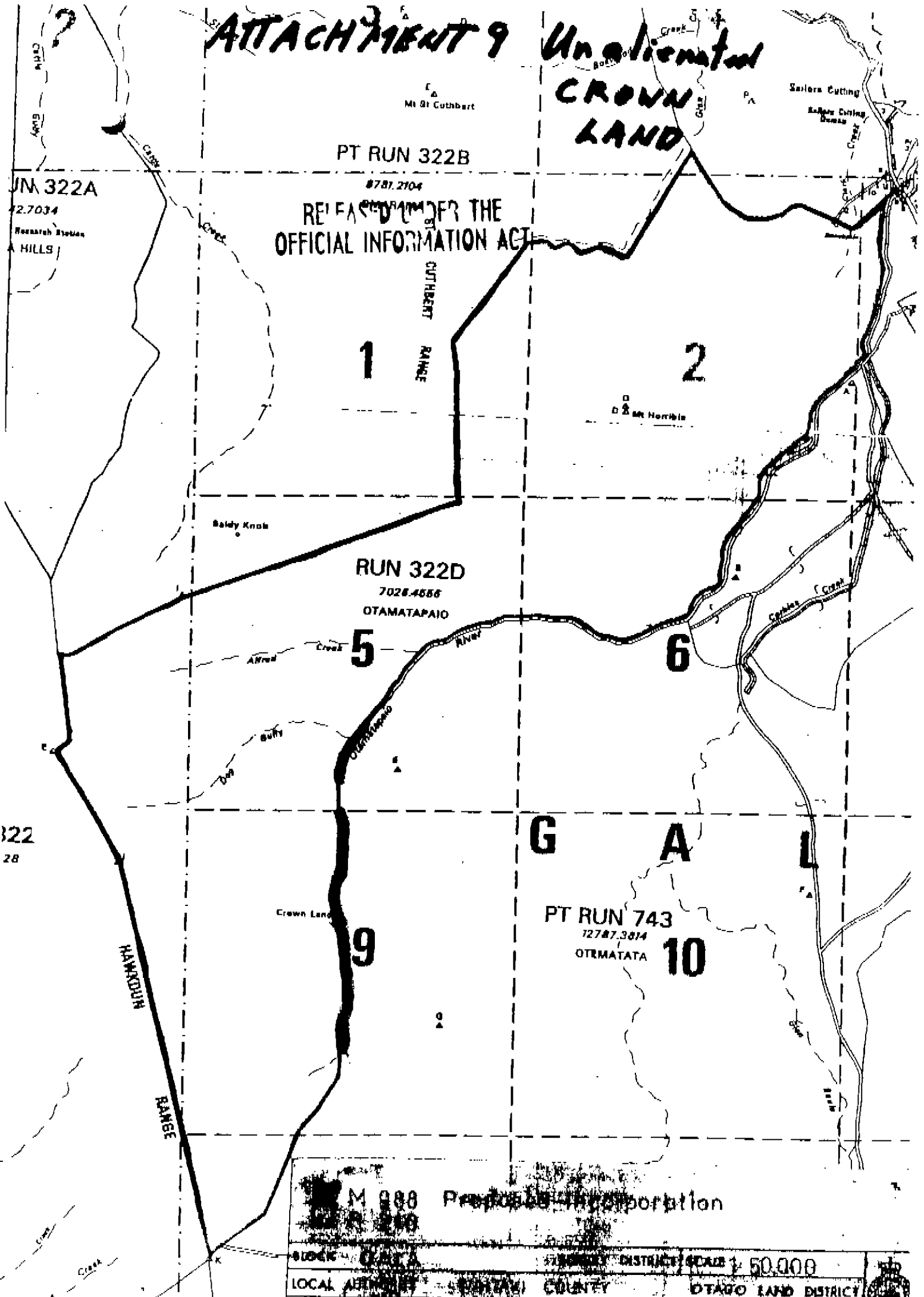
ROWLEY, PASLEY & DEAN

~~XXXXXXXXXXXXXXXXXXXX~~ and ~~XXXXXXXXXXXXXXXXXXXX~~

SOLICITORS.

OAMARU.

ATTACHMENT 9 Unalienated CROWN LAND



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#787.2704

RUN 322D
7028.4656
OTAMATAPAIO

PT RUN 743
12787.3814
OTEMATATA

M 988 Proposed Incorporation

LOCAL AUTHORITY: Gairloch District Council

DISTRICT: Gairloch District

COUNTY: Gairloch County

OTAGO LAND DISTRICT

SCALE: 1:50,000

PREPARED BY: [illegible]

UN 322A
2.7034
Research Station
HILLS

322
28

HAWKSDUN
RANGE

G A I R L O C H

CUTHERBERT
RANGE

Baldy Knob

Mc Horrible

Crown Land

Sailors Cutting
Sailors Cutting
Dunstan

Mt St Cutbert

CRIBB
CREEK

CREEK

CREEK

AKREA
CREEK

BUKI
CREEK

OTAMATAPAIO
RIVER

CRIBB
CREEK

CRIBB
CREEK

CRIBB
CREEK

ATTACHMENT 10

F 343 Otamatapaio

(2) Consequent upon this renewal Marginal Strips have been reserved pursuant to Part IVA of the Conservation Act 1987 as more particularly delineated A-B, C-D and D-E on SO 23835

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Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Memorandum of Lease shall remain in full force.

IN WITNESS WHEREOF the parties hereunto subscribed their names this
day of 19

SIGNED for and on behalf of
HER MAJESTY THE QUEEN pursuant
to a Deed lodged with the
District Land Registrar as
No. by
LANDCORPORATION LIMITED,
by its Attorney
in the presence of:

LANDCORPORATION LIMITED
ALEXANDRIA
- 4 AUG 1993
RECEIVED

Witness:
Occupation:
Address:

SIGNED by the abovenamed Lessee:
~~ROBERT WILLIAM DUTTON~~
in the presence of:

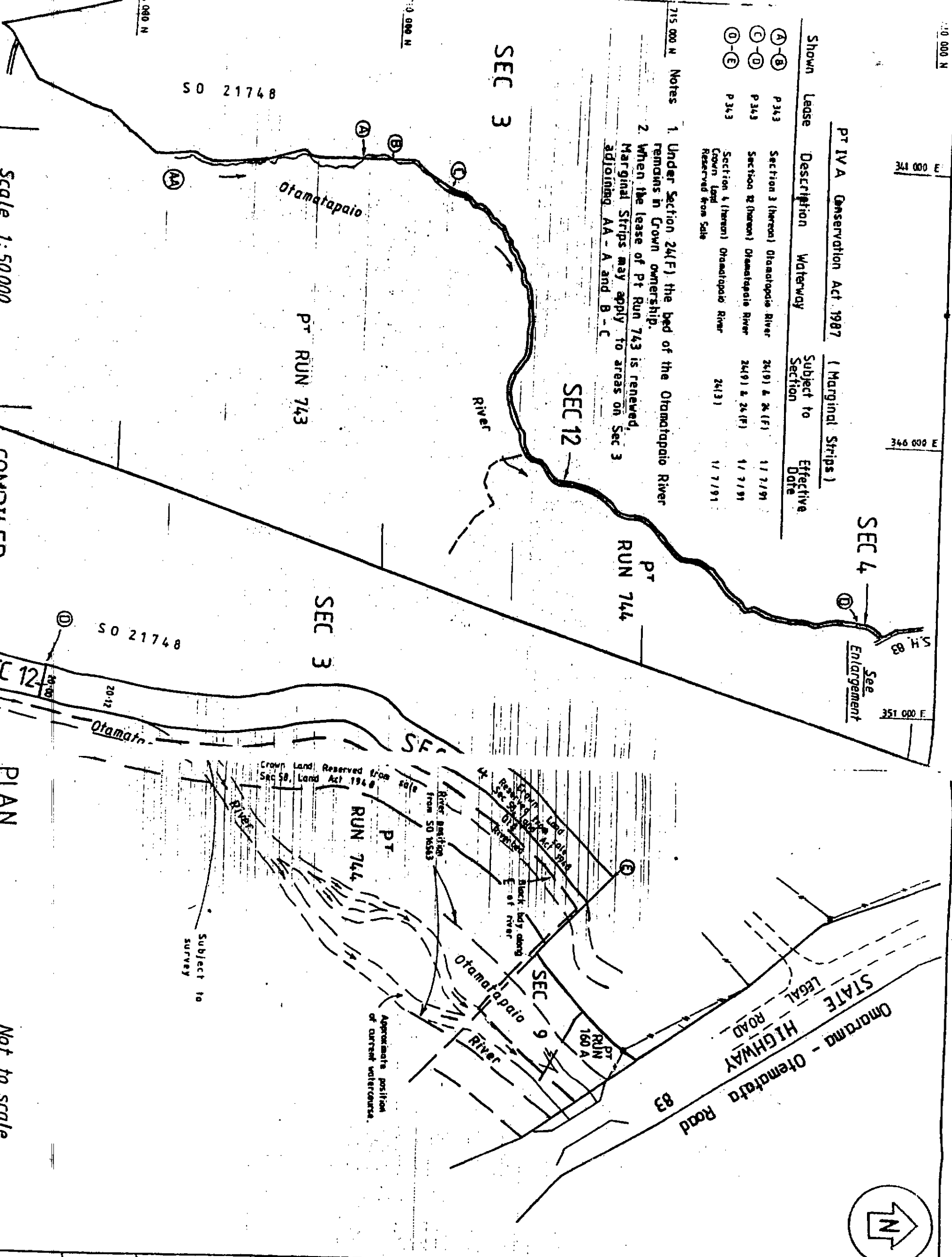
Witness:
Occupation:
Address:

1:0 000 N
 3 000 994
 351 000 F

PT IVA Conservation Act 1987 (Marginal Strips)

Shown Lease	Description	Waterway	Subject to Section	Effective Date
(A)-(B)	P343	Section 3 (hereon) Otamatapaio River	2419 & 241F1	11/7/91
(C)-(D)	P343	Section 2 (hereon) Otamatapaio River	24191 & 241F2	11/7/91
(D)-(E)	P343	Section 4 (hereon) Otamatapaio River	24131	11/7/91
		Crown Land Reserved from Sale		

- Notes
- Under Section 24(F) the bed of the Otamatapaio River remains in Crown ownership.
 - When the lease of Pt Run 743 is renewed, Marginal Strips may apply to areas on Sec 3 adjoining AA - A and B - C



Scale 1:50000
 OTAGO DISTRICT
 GALA
 H390 Record Map No. H390, H40B.

Plan of Marginal Strips
 COMPILED

PLAN
 TERRITORIAL AUTHORITY WAITAKI DISTRICT
 Compiled by: DEPT. SURVEY & LAND INFORMATION
 Scale: As Shown Date MAY 1992

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 OFFICIAL INFORMATION ACT

Appendix

DATUM : Geodetic 1949
 CIRCUIT : Lindis Peak

Total Area
 Computed in CL 12B/342

Registered Surveyor and holder of an annual practicing certificate for a year may act as a registered surveyor provided the sections of the Survey Act 1980 hereby certify that this plan has been surveyed and approved by me or under my direction. This Survey File and survey are correct and have been made in accordance with the Survey Regulations 1972 and regulations made in substitution thereof.

Dated at _____ this _____ day of _____ 19 _____

Signature _____

Field Book SEE RUN FILE
 Reference Plans S.O.s 1377, 1378, 1379, 8597, 15968, 16156, 21748

Examined *[Signature]* Chief Surveyor

Approved For Record Purposes only

20/10/92
 Chief Surveyor

Deposited this _____ day of _____ 19 _____

District Land Registrar
 S.O. 23831

100 Blenheim

770 650

30 April 1981

896
Dunedin

Mr G Wardell
Otamatapaie Station Ltd
Private Bag
BUNO

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OFFICIAL INFORMATION ACT

Dear Mr Wardell

SUBDIVISION AND RECLASSIFICATION

The Land Settlement Board has approved the following:

1 Pursuant to Section 93 of the Land Act 1948 the subdivision of your Pastoral Lease, P 210, into:

- (a) Part Run 729 Block V Benmore Survey District - 1345 hectares.
- (b) Part Run 729 Run 382D and Section 6 Block V Benmore Survey District Sections 1 and 2 Block II Sections 4 5 10 and 11 Block III Gala Survey District - 7860.5970 hectares.

2 Pursuant to Section 51 of the Land Act 1948 the reclassification of part Run 729 Block V Benmore Survey District - 1345 hectares - to farmland.

This means that if you wish a perpetually renewable lease will be issued over this area for the residue of a term of 33 years from 1 July 1958 at a rental value of \$15000 and an annual rent of \$825. Although a change of tenure following reclassification is your choice, it should be noted that the reclassification will ultimately affect the rent of this portion of your pastoral lease. If you retain pastoral lease tenure over this area the stock limitation will be 1150 sheep (including not more than 1050 ewes) plus 10% and upon renewal from 1 July 1991 (for a further term of 33 years) the rent over the 1345 hectares area will be the same as that applied to a renewable lease, is 4 1/2% of the valuation of the land exclusive of improvements (LVI) and subject to 11 yearly reviews. The issue of the renewable lease is subject to the following conditions:

- 1 The consent of the mortgagees being obtained.
- 2 A 20 metre wide strip being laid off on the edge of Lake Benmore and excluded from your lease pursuant to Section 58 of the Land Act 1948.
- 3 The area required by the Wildlife Service being surrendered from your lease.
- 4 Survey requirements are still being determined and I will advise you of the requirements in due course. You should realise however that it may be up to you to arrange for and meet the total cost of any survey or compiled plan required.

L.A.
 Copy of John's 547/548 to Alex Office plan
 Copy sent to Alex 18/5
 S.L.B.
 2/10/81

If a renewable lease issues it will have a right of freehold, the procedure for which is as follows:

The Land Act 1948 as amended by the Land Amendment Act 1970 provides that on freeholding the lessee is credited with goodwill on the unexpired term of the lease for a maximum term of up to 14 years. The goodwill is deducted from the current market valuation (land exclusive of improvements) the residue amount being the purchase price. The amount of the goodwill cannot be calculated until the current market valuation is obtained. The values for freeholding are then fixed by the Land Settlement Board.

The purchase price can be paid by either cash or deferred payments for which notice of preferable option must be given within one month of values being received. If the option of deferred payments is selected then a minimum deposit of 20% of the purchase price would be required within three months from the date of receipt of values. The balance is then repayable by equal half-yearly instalments of principal and interest over a period of between five and 30 years depending upon the balance outstanding after the deposit is paid.

The interest rate is currently 9½% reducible to 9% for prompt payment and is subject to review every three years to bring it into line with the current ruling rate.

The land described in B above will remain on Pastoral Lease tenure at an annual rent of \$594 with the following alterations to the stock limitations:

Stock limitation in lease:

5000 sheep (including not more than 2100 breeding ewes) plus 10%

Personal limitation:

6400 sheep (including not more than 3300 breeding ewes) plus
190 cattle (including not more than 100 breeding cows)

Overall limitation (includes 1345 hectares):

8700 sheep (including not more than 5000 breeding ewes) plus
290 cattle (including not more than 200 breeding cows).

If you wish to apply to freehold you should complete the attached form and return it to this office with the valuation fee of \$594, in addition to the \$40 lease preparation and registration fee.

Yours faithfully

G E Rowan
Commissioner of Crown Lands

1 per WKB 7/5

Our Ref: P 343

6 May 1988

The Property Manager
DUNEDIN

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OFFICIAL INFORMATION ACT

OTAMATAPAIO: DESTOCKING AND SURRENDER OF RANGE BLOCK

History

SWCP input began in 1963 and has spanned the past 25 years within three five year programmes. The main objective of SWCP input was the retirement of the Range Block (2675 ha) from annual sheep grazing. A total of 825 su offsite grazing was required to implement destocking.

Otamatapaio was run in conjunction with a Hakataramea property "Glenelg" until the late 1970's when it was sold and the adjacent "Glenburn" property purchased. Under the stage I programme at Glenelg (through irrigation development and soil seeding) and under the stage II programme at Otamatapaio (through AOSTD and fencing) a total of 425 su offsite grazing was provided.

A stage III programme was approved on 6 January 1981 to provide offsite grazing for the remaining 400 su through irrigation development on Glenburn and fencing on Otamatapaio (ie, 825 - 425 = 400 su). This plan also included several other grazing assisted works (tree planting, fencing, AOSTD). The stage III SWCP was approved by the National Water and Soil Conservation Organisation at Head Office level subject to the following conditions (among others):

- (i) the destocking of the Range Block (2675 ha) and its immediate surrender from the lease, this being registered on lease by a variation document whilst survey was awaited;
- (ii) a POL for a term of five years from the date of surrender being issued with a stocking rate and the type of stock to be determined jointly by Lands and Survey Department and the WCC;
- (iii) a Land Improvement Agreement being entered into and registered against the property title to secure completion of the work and its maintenance.

A signed LIA was forwarded to the Land Registrar and duly registered on the properties title.

Alexandra Office
Limerick Street
P.O. Box 27
Telephone (0294) 64486935
Alexandra
New Zealand

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OFFICIAL INFORMATION ACT

Schedule of Events

- 6/1/81 Stage III SWCP approved by NAWSCO, Wellington.
 - 9/12/81 Lands and Survey (Dunedin) requested Alexandra staff to action surrender and issue of POL.
 - 26/3/82 FO Johnston (Lands and Survey, Alexandra) during a routine inspection report considered that "surrender was not required and destocking was impractical at present".
- This was in complete contradiction to the joint NAWSCO/WCC/Lands and Survey conditions of the stage III SWCP approval. FO Johnston also noted that the lessee was "not keen" on surrender. FO Johnston recommended that the Range block limit be set at:
650 su being 1300 wethers (mid Nov to mid Apr) plus
150 cows for three months.
- 31/8/82 Lands and Survey (Dunedin) further request Alexandra staff to action surrender.
 - 3/9/82 Alexandra DFO Laming replied to Dunedin: "refer to FO Johnston's report - surrender not required".
 - 28/11/86 FO Riepen (Alexandra) recommended that until the destocking/surrender issue was resolved, the overall property stock limit remain unchanged. Grazing of the Range Block at this time was recorded as 500 su: 1480 wethers for five months (mid Nov to mid Apr).
 - 4/2/87 Lands and Survey (Dunedin) received a request from WCC to implement immediate surrender to UCL as offsite (50 ha borderdyke irrigation on Glenburn) had been "more or less" completed (ie, no need for a POL). At this time Lands and Survey were about to be disbanded and the WCC have never received a reply. Alexandra Lands and Survey office recently received a copy of this memo from the WCC (appendix 1).
 - 14/12/87 A course of events were proposed to implement surrender (appendix 2).

Recent Events

- 12/1/88 Joint meeting was held between:
 - G Wardell (lessee); H Wardell (lessee's son); J Allen (Consultant);
 - G Blackie (Landcorp); J Morris (WCC).

Many topics and lessee concerns were discussed including:

- completion of offsite grazing to a satisfactory level;
- guarantee of offsite grazing; eg, low river flows resulting in a reduced water take;
- security of water right (with regard to Conservation Order on the Ahuriri River;
- honouring of SWCP agreements on future grazing of the Range Block once surrendered (ie, 100 cattle for two months plus the right to apply for emergency grazing), particularly if under DOC's control.

- stock trespass from neighbouring Otamatata, Berwen and Two Milo (20-200 sheep/year);
- the original intention was to retire the whole range top involving several properties, however this will now not proceed.

The irrigation works on Glenburn were inspected and from figures supplied by Mr Wardell it was confirmed that sufficient offsite grazing had been provided; ie, 50 ha of border dykes grazing x 7.9su/ha = 400su (approx).

The total grant input in the stage III SWCP retirement works:

retirement fencing	\$ 23,500
border dyke irrigation	\$100,000
	<hr/>
	\$123,500 (\$309/su or \$46/ha)

These figures do not include destocking works carried out under the stage I and II programmes. Apparently there were several design problems with the border dykes and large cost over-runs occurred. As the average cost (in 1985 dollars) for destocking within the WCC area was \$113/su or \$13/ha (South Island average was \$49/su, \$9/ha) the Otamatapaio case, by local and national standards could be considered extremely expensive.

Through discussion it became obvious that the Wardells main opposition to surrender related to uncertainties regarding:

1. security of the water right;
2. honouring of future grazing agreements by DOC.

29/1/88 A joint inspection of the Range Block was carried out by G Wardell, G Blackie (Landcorp) and J R Morris (WCC).

The possibilities of a Conservation Covenant or a Special lease to accommodate the original objectives of WCC/L&S without the surrender requirement were discussed. This approach was not favoured by G Wardell as he would be liable for rabbit board and county rates (possibly increasing from \$2000-\$4000/year over the next two years) in return for minimal grazing.

To escape the ongoing liability for rates Mr Wardell began to favour surrender providing that DOC would honour former SWCP grazing agreements.

21/4/88 A brief meeting was convened to clarify all view points prior to discussion of the issue with DOC and subsequent surrender action. Present were: G Blackie and P Stewart (Landcorp), Graham and Henry Wardell.

Despite previous discussions the Wardells proposed an alternative plan (refer to attached map; appendix 3) involving:

- fencing out of two lower areas of the Range Block which in their opinion is capable of annual sheep grazing;
- grazing on the two 'new' blocks would be fixed via block limits at a total su level equivalent to the original SWCP agreement (ie, 100 su - 100 cattle for two months).

Grazing was tentatively proposed as:

Hut Block 1200 wethers/3-4 weeks	60-80 su
Alfred Creek 1200 wethers/2 weeks	40 su
	<hr/>
	100-120 su

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Although offsite has been fully provided present grazing of the Range Block is 1300 wethers for four months (350su/annum) and clearly this cannot continue. It appears that the Wardells are now prepared to stand considerable costs (eg, 6 km of fencing and ongoing rates) to:

1. secure future grazing on the better areas;
2. ensure that the upper destocked area stays within the lease for possible bargaining use if their water right is threatened.

It is envisaged that further negotiations and inspections of the Range Block with the WCC will be required to fully assess the fencing option. If this option is acceptable then the higher destocked area could be placed under a Conservation Covenant with conditions reflecting the aspirations of all parties (lessee/WCC/Landcorp/DOC) regarding emergency grazing, discretionary activities, public access, etc.

Summary

Due to the large amount of public money involved there is clearly a large obligation for Landcorp and the WCC to resolve the destocking/surrender issue on this property.

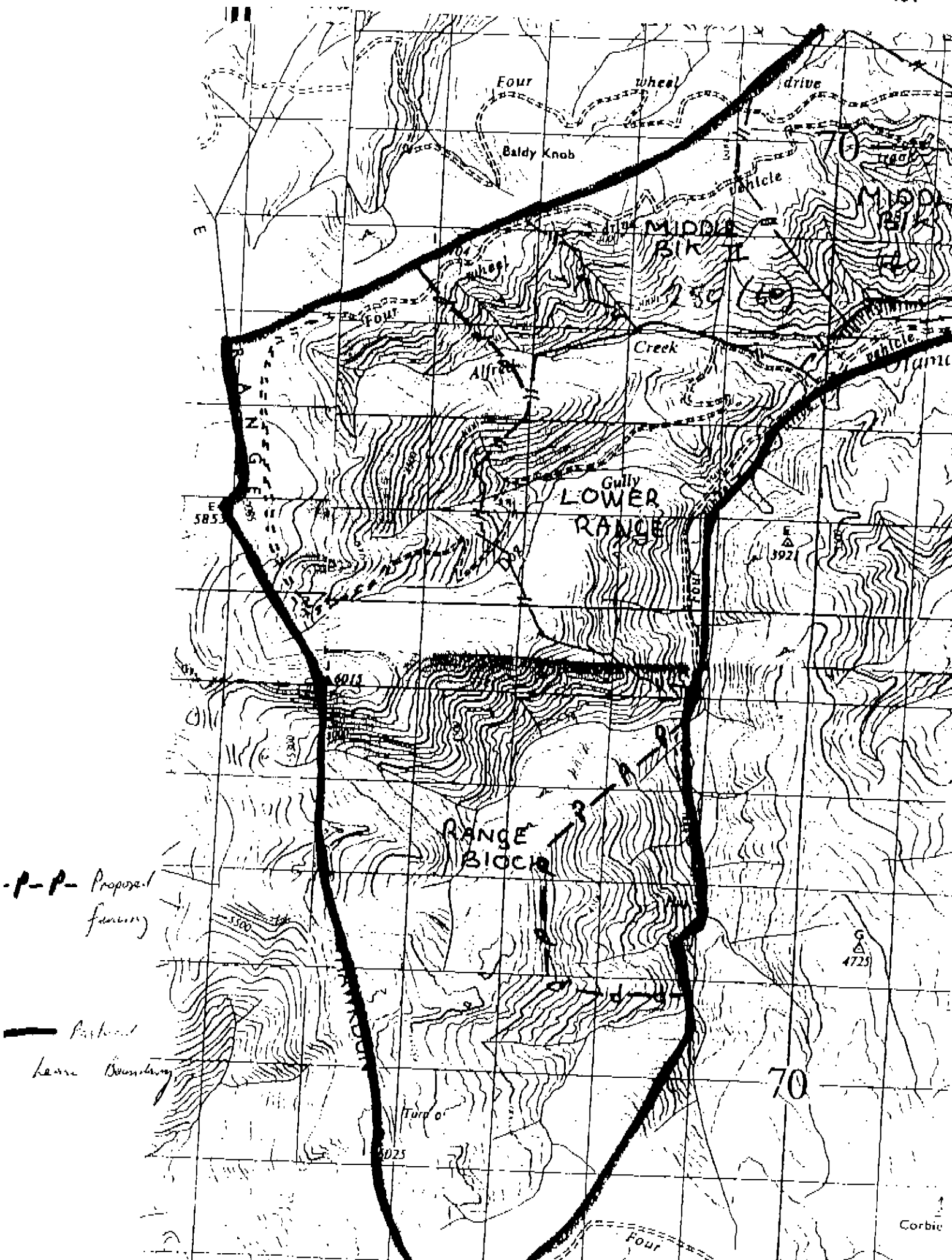
A G Blackie

A G BLACKIE
Property Appraiser

*I will discuss this further with DOC.
The last reaction that I had was that there is no money to allow survey of such areas, so they are not pushing surrender at this point.*

*I will also discuss with Landcorp as the issue of survey is something to be "flagged" as part of Pastoral lease costs.
Waikato Catchment Board are not in a position to have further involvement at this point.*

A G B
25/5/88.



- P - P - Proposed
fencing

— Pasture
Lease Boundary

At 11:00 AM 1/31

Our Ref: P 343
ours Ref: PAS: 161
JC : BKP



28 January 1994

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OFFICIAL INFORMATION ACT

Regional Conservator
Department of Conservation
Private Bag
CHRISTCHURCH

Attention: J M Comrie

Dear Ms Comrie

OTAMATAPAIO STATION - LAND SURRENDER

Your letter of 17 January 1994 refers.

The legal opinion obtained was verbal from Landcorp's corporate solicitor in Christchurch, C T Mouat.

The reason he gave that the land surrender was unenforceable was because the Commissioner of Crown Lands at the time (in Dunedin) was not a party to the contract. If it came to litigation, the Crown would not have a case.

(I believe that Commissioner of Crown Lands in Christchurch actually signed some of the land surrender proposals in the late 1970's and early 1980's.)

I trust this information is helpful to you, although unsatisfactory in resolving this particular issue.

Yours faithfully

D V Pickens
for Manager, Alexandra
LANDCORP PROPERTY LIMITED

ALEXANDRA OFFICE
4 LIMERICK STREET
PO BOX 27
ALEXANDRA NT
DX 17726
PHONE 03 448 8917
FAX 03 448 8099

13-2

Our Ref: P343/P145,096

9 July 1993

Mr C D Mouat
Corporate Solicitor
Landcorp Property Limited
P O Box 142
CHRISTCHURCH



RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Dear Sir

RE: LEGAL OPINION : LAND SURRENDER ISSUES

Legal advice is sought on two Crown leasehold properties in the Upper Waitaki both of which involve partial land retirement and surrender as under the former Waitaki Catchment Board (WCB) Soil and Water Conservation Plans. (SWCP)

The properties involved are Otamatapaio pastoral lease (P343) and Rugged Ridges which incorporates both pastoral lease (P145) and expired pastoral occupation licence (096).

Their brief backgrounds are:

1 OTAMATAPAIO

- 3 SWCP programmes prepared, approved and actioned between 1963 and 1988.
- major component was the retirement/surrender of around 2675 ha (Range Block) which required equivalent offsite grazing for 825 displaced stock units (SU).
- offsite grazing for 400 SU was established as irrigation development on Glenburn (freehold land attached to Otamatapaio and run together as one pastoral unit).
- main conditions of approval to the third SWCP were:
 - (a) destocking of Range Block and its immediate surrender from the lease, this being registered on the lease by a variation document pending survey;
 - (b) issue of a P.O.L. for 5 years from surrender date, with a stocking rate and type of stock to be determined jointly by Dept L & S and the WCB;
 - (c) a Land Improvement Agreement (LIA) being entered into against both property titles to secure completion of the works and their maintenance.

ALEXANDRA OFFICE
4 LIMERICK STREET
PO BOX 27
ALEXANDRA NT
PHONE 0-3 448 6928
FAX 0-3 448 6898



- LIA registered on Otamatapaio/Glenburn titles in February 1982.
- By 1988, lessee unwilling to conclude the surrender because the former WCB could not guarantee a permanent water right (beyond 1996) from the Ahuriri River to sustain offsite grazing production by irrigation.
- Other options for the Range Block considered in 1988, favoured the retention of two lower altitude areas (to be fenced) with suitable block limits, and the balance under a protection covenant, if water right could not be assured.
- the Conservation Order for Ahuriri River 1990 is slightly less restrictive than the current water right, for abstraction during September - December.
- the R M Act 1991 provides for a maximum 35 years for a water permit, subject to the conditions of the Conservation Order, with review clauses as appropriate.
- The CRC advises that all current water rights from the Ahuriri River will expire in May 2001 and all rights will be reviewed under the RM Act/Conservation Order.
- the WCB was disestablished in 1990 and its functions and powers absorbed by the CRC.
- On 30 June 1993, Otamatapaio/Glenburn went to auction - the reserve was not reached, but some parties are still interested in purchase.
- the auction options were as one lot, or as 2 separate units.
- the problem is that the main provision of reliable offsite grazing is on freehold land, and the main condition to this is that the landholder must be satisfied that the equivalent offsite grazing provisions have been met and mutually agreed upon before land surrender can occur. (A major consideration to a SWCP was that the landholder should not be materially worse off or the property unviable through having taken up a SWCP).

Therefore legal opinion is sought on the enforceability of the partial land surrender clause (assuming that the equivalent offsite grazing has been provided and agreed upon), but:

- (a) there is no guarantee of a continued irrigation supply to maintain the offsite grazing production (although personal comment a 35 year water permit could be regarded as being permanent for these times).



- (b) if Glenburn is sold as a separate unit (with almost half the offsite), would the lost offsite constitute a breach of the LIA, and especially as there is now no grant-assisted provision to establish replacement offsite grazing, and bearing in mind that land surrender affects the pastoral lease and offsite grazing is on the freehold.

(An almost exact parallel occurred in 1989 when Peak Valley station - S263 Otago University Endowment - was sold. An area on Peak Valley was the subject of land retirement and surrender with the offsite grazing developed under irrigation on a neighbouring property - Glencairn S214 - at that time run together with Peak Valley. The LIA was registered only on Glencairn Title which was a real let out for Peak Valley with respect to legal unenforceability).

2 RUGGED RIDGES

(Note: Lessee was never under a written obligation to land surrender i.e. apparently no formal LIA was entered into and nothing is recorded on either Title file record suggest that verbal consent only was given).

- retirement fencing was completed over the period 1976 - 1986.
- the target for retirement was the P.O.L. (3170 ha) plus 613 ha ex pastoral lease.
- offsite grazing development was undertaken but was never satisfactory and considered to be almost a total failure.
- lessee has carried the can of lost investment.
- autumn grazing use of the "retired" lands has continued annually (probably) and certainly over the last 6 years as rabbit problems and drought conditions have extremely stressed all lower-mid altitude areas on the pastoral lease.
- DOC: wants the land; has paid for the survey; does not want grazing to continue as a general principle.
- Lessee: (circumstances have dramatically altered since 1986 due to rabbits/droughts threatening the whole economic viability of the property) prefers to maintain the status quo until something positive is resolved that secures his interest and economic viability; has explored/implemented alternative management options to mitigate his circumstance; one desirable option is to be provided with a suitable block of land to carry the 1800 "displaced" stock units.



If this grazing was to be denied and no other satisfactory alternative provided, lessee would in effect be forced to destock by a further 1000 SU, and be in an uneconomic situation; has spent considerable own finance in hill and dryland development much of which has also failed; stock numbers have been reduced due to drought and rabbits with reduction also in income (particularly to fund rabbit control). (Two review reports (1989 and 1993) are attached to provide some background detail).

Some issues to ponder re P.O.L./land surrender:

- why were P.O.L.'s issued for "occupation" under a "nil grazing" clause.
- If there was no legal provision for grazing, why the involvement of a SWCP to "retire" with expensive fencing, surrender and provide offsite grazing.
- can the foregoing be legally substantiated.
- can the lessee in fact legally lay claim to emergency grazing (defined as providing for a contingency arising from a lack of normal feed supply for reasons outside the control of landholder), when a P.O.L. confers "nil grazing".

(It was virtually impossible to negotiate land retirement/surrender with a land holder unless there was a written guarantee that access to emergency grazing was available).

- therefore can this land surrender be enforceable.
- if not, and some other form of tenure was applicable, would the lessee be required to: repay DOC for the survey
repay CRC for grants on the fencing

Your comments are awaited with interest.

Yours faithfully

D V Pickens
Consultant
LANDCORP PROPERTY LIMITED

LAND SETTLEMENT BOARD
LAND SETTLEMENT COMMITTEE (NORTH) RELEASED UNDER THE
TRANSFER OFFICIAL INFORMATION ACT

FILES: 1 P267 CT 451/110 CASE NO 78/9 OTAGO LAND DISTRICT
 2 P210 ✓ CT 386/105

LESSOR (P267)

Herbert William James Munro of Glenburn, Sheepfarmer, and Jessie Lena Munro, his wife.

TRANSACTION

Transfer to Otamatapuio Station Limited, a duly incorporated company with its registered office at Dunedin, Graeme Henry Wardell as agent.

DESCRIPTION AND AREA

Part Run 729, Benmore and Gala Survey Districts. Section 2, Block II, Sections 10 and 11, Block III, Gala Survey District and Section 6, Block V, Benmore Survey District. 2177.8929 ha.

LOCAL BODY

Waikanae County Council.

DETAILS OF LEASE (P267)

Tenure:	Pastoral Lease
Run Name:	"Glenburn"
Term:	35 years from 1 July 1958
AR Capitalized at 5%:	\$8,000.00
Annual Rent:	\$400.00
Arrears:	\$200.00
Crown Impts:	Nil
Stock Limitation in Lease:	1450 sheep (incl. not more than 1320 breeding ewes) and being an increase of 10% on carrying capacity.
Present Stock Limitation:	1200 sheep (incl not more than 2500 breeding ewes) plus 50 cattle (incl not more than 35 breeding cows)

OTHER LAND INCLUDED

Nil

VALUATION (P267)

<u>Val 250/114 dated 1.7.73</u>	
Improvements	\$ 44,000
Unimproved Value	\$ 81,000
Capital Value	\$129,000
Less AR Capitalized at 5%	\$ 8,000
<u>Lessee's Equity</u>	<u>\$117,000</u>
75% Lessee's Equity	\$ 87,750

CONSIDERATION

Land and Improvements	\$271,600
Stock and Chattels	-
	<u>\$271,600</u>

Payable by:		
Cash	\$ 96,000	
First Mortgage	\$175,000	(5 years, 10% interest with right of renewal for a further 5 year period)
	<u>\$271,000</u>	

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PARTICULARS OF TRANSFEREE

Otamatapaio Station Limited, a duly incorporated company having its registered office at Dunedin.

Director:	Graham Henry Wardell
Secretary:	Kearney Thompson Hunter and Co
Nominal Capital:	\$54,000 - 27,000 \$2 ordinary shares
Shareholders:	Graham Henry Wardell 7000
	Rosemary Wardell 7000
	Henry J Wardell 6000
	G H Wardell Trust 7000

The Company is managed by Mr G H Wardell who has farmed the company's present properties for the last 25 years. Mr G H Wardell is married, aged 48, 4 dependant children - girls aged 13, 15 and 17. Boy aged 12. Not an ex-serviceman.

<u>Assets</u>		<u>Liabilities</u>	
Cash	\$ -	<u>Mortgage</u>	
Stock		Perpetual Trustees	\$ 6,000
5741 sheep	\$ 60,669	Rural Bank	\$ 16,500
426 cattle	\$ 34,080	Bank Overdraft	\$ 1,000
Plant including vehicles	\$ 20,000	<u>Other</u>	
Other		G H Wardell Trust	\$ 6,570
Otamatapaio Station	\$280,000	Sundry Creditors	\$ 4,000
Glenelg	\$150,000	Equity	\$540,679
	<hr/>		<hr/>
	\$544,749		\$544,749

Land Held by Transferee: 7045.915 ha

- 1 M988 - Area between Run 322D and Otamatapaio River, Gala SD 18.2109 ha
- 2 "Glenelg" - Freehold land being Part Lot 16 DP 2097 and Rural Sections 31737, 31739/31741, 33901, 38220, Part Rural Sections 31736, 31738, 31742, Block XII, Haka Survey District and Blocks IX and XIII, Waihao Survey District 970.1099 ha.
- 3 P210 - Section 1 Block II; Sections 4 and 5, Block III, Gala Survey District and Run 322D, Benmore, Gala and Hawke Survey Districts. 7027.7041 ha.

Details of Lease (P210)

<u>Tenure:</u>	Pastoral Lease
<u>Run Name:</u>	"Otamatapaio Station"
<u>Term:</u>	33 years from 1 July 1958
<u>AR Capitalized at 5%</u>	\$9,800
<u>Annual Rent:</u>	\$490.00
<u>Grown Impts:</u>	Nil
<u>Stock Limitation in Lease:</u>	5060 sheep (incl not more than 1870 breeding ewes) and being an increase of 10% on carrying capacity.
<u>Present Stock Limitation:</u>	5000 sheep (incl not more than 3300 breeding ewes plus 320 cattle (incl not more than 265 breeding cows).
<u>Approved 25.1.78</u>	An overall combined limit with "Glenelg" of 6490 sheep.

VALUATION

Roll Value 26050/116 dated 1.7.73 (P210)
VI \$88,000 LV \$106,500 CV \$194,500

Roll Value 26050/116/1 dated 1.7.73 (M988)
VI \$100 LV \$900 CV \$1,000

FIELD OFFICER'S REPORT

This transaction constitutes an amalgamation of two Pastoral Leases, being "Glenburn Station" and "Otamatapaio Station".

"Glenelg" is managed and farmed with Otamatapaio Station and is being sold to purchase "Glenburn".

The amalgamation of the two Pastoral Leases is opposed by FO Sims on the basis of undue land aggregation and that:

- 1 Amalgamation will reduce the number of economic runs in a sparsely settled area.
- 2 It will reduce the settlement opportunities.
- 3 Such a sale will push up land prices.

For a full report, please refer attached.

WAITAKI CATCHMENT COMMISSION

A Run Plan is operating on Otamatapaio Station, however lessee is unwilling to relinquish extensive Class VII and VIII land which provides useful summer grazing. Please refer folios attached.

MINUTES OF MEETING

The Land Settlement Committee meeting held on 27 October 1978 in the Mayor's anteroom, Camara Borough Council Chambers, to discuss the proposed transfer of "Glenburn Station" to Otamatapaio Station Limited.

PRESENT

Mr J E Gleave (A/UGL, Chairman), Mr A A J Garvan (Committee member), Mr T A Thompson (Committee member), Mr J A Sims (Field Officer), Mr G H Wardell (Company Director), Mr Thompson (Company Secretary), Mr G J Harvey (Farm Manager consultant), Mr D Robertson (Farm Consultant), Mr G Innes (High Country Farmer), Mr Walker (Solicitor).

In Attendance: Miss S McDonald (Secretary).

Mr Gleave advised the meeting that the Land Settlement Committee, at that stage, was opposed to the transfer of "Glenburn Station" to Otamatapaio Station Limited as it appeared to be a case of undue aggregation. He requested the representatives of the applicant company to forward their case for the Committee members' consideration.

Mr Walker provided maps showing:

- 1 the three properties in relation to each other;
- 2 the retirement proposed by the Waitaki Catchment Commission on "Otamatapaio Station".

He explained the full transaction to the Committee members.

Otamatapaio Station is run in conjunction with "Glenelg" as Otamatapaio is all summer country and the lessee has great difficulty rearing young stock there. All young stock are reared to approximately 2-3rd stage on "Glenelg" before being returned to Otamatapaio. As "Glenelg" is

approximately 65 km from Otamatapaio in the Hakataramea Valley, transport costs need to be considered.

The purchase of "Glenburn Station" would eliminate the need for transporting the stock and provide "Otamatapaio" with balanced summer/winter country. The transaction would be subject to the sale of "Glenslg" for which there is a purchaser waiting.

Mr Gleave advised the main objections to the proposal:

- 1 Waitaki Catchment Commission's views concerning the retirement;
- 2 "Glenburn" is an economic unit on its own and should not be amalgamated with another Pastoral Lease;
- 3 "Otamatapaio Station" is an economic unit and should not be amalgamated with "Glenburn" as this is contrary to Land Settlement Board policy on land aggregation.

Mr Walker advised the Committee of new Waitaki Catchment Commission proposals for the temporary retirement of 620 ha on "Otamatapaio". Folio 'C' refers. This retirement apparently takes the majority of the wintering blocks for the wethers and ewes on "Otamatapaio Station". Mr G Wardell advised the Committee of the past history of "Otamatapaio Station". Folio 'D' refers.

Mr Innes advised the Committee that he had inspected "Otamatapaio Station" in relation to "Glenburn" and believed that the two leases combined had a good balance of summer and winter country.

Mr J Wardell explained that "Otamatapaio Station" has an east-southerly aspect and is a good summer block. This precludes the raising of young stock as Otamatapaio winters young stock with great difficulty. "Glenburn" is the ideal solution to the problem as this lease holds the wintering country required.

Mr Robertson made his representations to the Committee. Folio 'F' refers.

Mr McFadden advised that "Glenburn" had great potential, not only as a good wintering unit, but also for haymaking. Irrigation would not be a problem. "Glenburn" would complement "Otamatapaio" and increase development. The amalgamation of the two properties would be in the interests of good agricultural land use.

Mr Harvey made his representations to the Committee. Folio 'G' refers.

Field Officer Sims stressed to the Committee that he was in no way criticising the farming ability of Mr G Wardell as manager of "Otamatapaio Station" but his recommendation to decline the transfer was made because "Glenburn" was an economic unit on which an individual farmer could be settled.

DECISION

The Land Settlement Committee resolved on 27 October 1978 to approve the transfer of "Glenburn" to Otamatapaio Station Limited subject to the following conditions:

- 1 A written undertaking from Otamatapaio Station Limited to complete the retirement and surrender the Upper Range Block when required.

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- 2 The sale of "Glencelg" being completed.
- 3 The Crown accepting surrender of Pastoral Lease P267 and the land being incorporated into "Otamatapeia Station" P210 with an increase in the annual rent from \$400 to \$890 and an increase in stock limitation from 1705 sheep (including not more than 1870 breeding ewes) to 6490 sheep (including not more than 3190 breeding ewes).

Personal Stock Limitation to be fixed ^{by C.A.} on receipt of recommendation from field staff.


Chairman
Land Settlement Committee

26 / 10 / 78

Prepared by:
Checked by:

FITCH, MACKAY, WALKER & SALISBURY
BARRISTERS & SOLICITORS

PETER H. T. WALKER, B.A., LL.M.
JOSHUA V. SALISBURY, LL.B.
M.R. 1968/1969

Consultant:
Margaret Smith Mackay

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P.O. BOX 6
TELEPHONE 37-807

RECEIVED
- 9 MAR 1979
POST OFFICE
DUNEDIN
319495
\$40.00

Thomas Street,
Dunedin, N.Z.
March 1979
Mr Walker

The Commissioner of Crown Lands,
Department of Lands & Survey,
P.O. Box 995,
DUNEDIN

Dear Sir,

re: Munro to Otamatapaio Station Ltd (P210 P267)

We are in receipt of your letter of 31st January last, to which there appeared to be no point in replying until the sale of "Glenalg" was confirmed.

We are now able to advise that "Glenalg" has been sold under an unconditional contract to A.R. Haugh as trustee.

In reply to the other matters raised by you we have to advise as follows:

1. We enclose herewith stamped agreement for sale, and would be glad if you would kindly note it and return it to our office as soon as possible.
2. Mr Wardell instructs us to advise that the arrangement is, that the upper range block on Otamatapaio Station will be retired when the off-site grazing to be provided by the Catchment Commission is effected.

This point will be reached when the development of "Glenburn" has reached the stage when it is able to carry the stock from the retired area in addition to the stock "Glenburn" is at present carrying.

The development work on "Glenburn" is to commence as soon as a loan is available for this purpose from the Rural Bank. Now that the sale of "Glenalg" has been confirmed, Mr Wardell is proceeding with the application for a loan from the Rural Bank in anticipation of settlement.

Mr Wardell is also applying to the Waitaki Catchment Commission for a right to take water out of the Ahuriri River for irrigation necessary for the development of "Glenburn".

3. Mr Wardell has instructed us to apply for the following personal stock limitation on the combined properties of Otamatapaio and Glenburn:
 - (a) 8700 sheep including not more than 5000 breeding ewes which is arrived at as follows:

Otamatapaio:	5500 sheep including not more than 2500 breeding ewes
Glenburn:	3,200 sheep including not more than 2500 breeding ewes
 - (b) 370 cattle including not more than 300 breeding cows

Continued/

PK
MARG
3/14/79

agreement
sighted PK
14/3

You will note that Mr Wardall is requesting an increase of 500 sheep on Otamatapaio. This will be compensated for by reduced cattle numbers being carried on Otamatapaio, as it is intended to transfer the Otamatapaio cow herd to Glenburn for most of the year to fully utilise the growth of the winter areas there. This will lessen the need for carrying on Glenburn.

Mr Wardall requests that should the Board have any difficulty in granting the stock limitations applied for, that he be given the opportunity to discuss this application during an inspection of the property by the Board.

4. It is confirmed that the relevant County Council and Pest Destruction Board rates for the year ended 31st March 1979 have been paid on Otamatapaio. We cannot, of course, at present give this undertaking on Glenburn which will have to be obtained from the Vendors solicitors.

We enclose herewith our cheque for the total fees of \$40.00 set out in your letter of 31st October last. We note that settlement is due on 10th April and would be pleased to receive the surrender and incorporation documents for signature as soon as possible.

Yours faithfully,
FITCH MACKAY WALKER & DALIBURY,
Per:

Wardall

*Agreement
sighted PR
14/3*

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CONFIDENTIAL

Wardell's Appeal to the Land Settlement Board

The above-named members of the Wardell family hold a Pastoral Lease in the name of Otomatapu Station limited over an area of 17,366 acres described as Run 328 D in Camero, Gair and Mawdun Survey District situated 42 miles north-west of Camero and between Otomatapu and Camero, and have given notice of intention to appeal, pursuant to Section 18 para. 1 of the LSA, against a decision of the Land Settlement Board.

Briefly the position is that the Wardells have applied to have a boundary line shifted from a valley floor to the top of a spur on the neighbouring property, Otomatapu Station, held on pastoral lease by Messrs W.P. and J.F. Cameron. After fully considering the application the Land Settlement Board declined, on 5 May 1965, to approve any adjustment to the boundary line, and it is against this decision that the appeal has been lodged.

The Wardells and Camerons have been neighbours for many years. The Wardells consider the present common boundary line unsatisfactory in that it runs along a valley floor and flash floods in the valley wash parts of the fence away from time to time. The area is relatively inaccessible and the rugged nature of the country causes long delays in repairing the fence. It is claimed that this causes difficulty with stragglers from Otomatapu to Otomatapu. The Wardells say the present situation has existed for 50 years and that the stragglers from Otomatapu cause a loss of cover on that part of Otomatapu adjoining. The Wardells say they have reduced their stock numbers on this block - which comprises almost half their run - to below 2,500 in an endeavour to improve the cover. The Wardells say they mow this block three times each season and claim to find 250-300 Otomatapu stragglers in each mow. They work to a Farm Plan Scheme with the Wildlife Conservation Commission and claim that the stragglers defeat the object of their conservation work.

To rectify the position as far as Otomatapu Station is concerned, the Wardells want the present boundary line shifted to the top of a spur on the Otomatapu side of the valley. This would give the Wardells about 9,600 acres of Otomatapu land which they estimate to carry 400 sheep. The Wardells have offered to be responsible for the erection of the new fence, estimated at about 10 miles in length and costing 2,000 per mile. They would also form a vehicle track alongside, giving access for inspection and repairs. The work proposed would be subject to the Camerons' relinquishing their half share in the existing fence.

The Camerons on the other hand, claim that the present fence-line is satisfactory and deny that the stock trespass position is as bad as is claimed. They are reluctant to surrender any land, the area required by the Wardells being sunny winter country which the Camerons claim is essential to the economics of their farming. They also fear that if the new fence-line were agreed to, sheep would become trapped in the snow on the tops.

The dispute between the parties over the existing fence-line goes back many years as you will see from the enclosures I am forwarding. Otomatapu Station was formerly Camero Harbour Board Endowment land which was declared Crown land by Section 8 Reserves and Other Lands Disposal Act 1964. The endowment was purchased by the Crown because it is well-established Government policy to purchase high country local body endowments and because the purchase

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A request was forwarded to the Chief Pastoral Lands Officer, P.M.O. Warden, by Mr. W.D. Hedges who is a farm adviser to the Warden and was formerly Chief Pastoral Lands Officer. Copy of this request is attached, together with a plan showing the present and proposed fence-line.

All the properties affected by the Senmore Hydro Scheme are Crown land and at this particular time, departmental officers were engaged almost full time on negotiating terms and compensation with the leaseholders, some of whom, including the Camerons, have lost considerable areas of their most valuable land. Rehabilitating the leaseholders has been a long and difficult process - indeed it is not finished yet - and the Department's efforts at this time were directed to this more pressing matter rather than the resolving of a 50 year-old dispute. Consequently it was August 1964 before an inspection was made in response to the Warden's application. The Field Director inspected the area and discussed the matter with a member of the Land Settlement Board, Mr Charles Green, who comes from Christchurch and is very conversant with high country conditions. Copies of notes dated 3 and 4 September 1964 are attached.

Following these discussions, which also involved the Chief Pastoral Lands Officer, I wrote to Mr Warden on 9 September 1964, suggesting that the Warden and Camerons endeavour to come to some mutual agreement. A copy of my letter is enclosed.

The Warden was not satisfied that the Department had carried out sufficient investigations before writing that letter and made representations to the Minister of Lands who arranged for a meeting between the parties, chaired by Mr Green. No agreement could be reached at this meeting and further representations were made to the Minister, culminating in the Land Settlement Board's decision in respect of which the appeal under consideration has been lodged. Copies of all correspondence and submissions are attached. Also attached are copies of letters to the Camerons' solicitors dated 30 September 1964 and 9 October 1964 making offers of new leases, and the solicitors' reply of 9 December 1964 accepting the offer.

From my letter of 21 May 1965 to the Minister of Lands you will see that the Land Settlement Board declined to agree to any adjustment in the boundary line as it considered the present fence-line could be maintained. Also, in view of the fact that the Camerons had lost 5,000 acres as a result of the Senmore Hydro Scheme the Board considered that the loss of any further land would seriously affect the farming economies of their property.

Apart from the practical side however, the legal aspect of the case has also to be considered. The Land Settlement Board's power to consider the Warden's application would appear to be contained in Section 107 Land Act 1948 and in particular subsection (2) which provides:-

"(2) For the purpose of securing more equitable boundaries of pastoral lands the Board may determine that part of the land included in one lease or license shall, as from a given date, be excluded therefrom and included in another lease or license; and in any such case the Board shall make such adjustments in the rents payable as it may deem just and equitable."

The Board on 5 May 1965 resolved "to approve the recommendation that the application be declined" and in so doing, in effect declined to exercise a discretion vested in it. It would appear that what the Board has decided is not "a decision" but "the exercise of a discretion". I refer to a memorandum of 22 October 1954 from Mr R.L. Haughey, Crown solicitor, in which he dealt tentatively with appeals to the Supreme Court under Section 107 Land Act 1948. On page 3 of this memorandum he refers to a classification of the acts of ad-

...category is "Info."

It would be disturbing if the holder of one lease or license could arbitrarily demand that the boundary between his lease or license and another one be altered and then incur the other lease or license in the expense of litigation. Section 107 Land Act 1948 confers a discretion on the Land Settlement Board which must be purely administrative because it confers no rights on any persons, and gives a discretion which can interfere with existing contracts.

The matter is referred to you to a extent the proceedings on behalf of the Land Settlement Board please. I shall be pleased to supply any additional information should you require it.

Director-General.

**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

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Project number

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50177 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.



LAND STATUS REPORT for Otēmatapaio				LIPS Ref 12585
Property	1	of	1	

Land District	Otago
Legal Description	Sections 3, 5 – 12 Block II Gala SD
Area	7917.0383 ha
Status	Crown Land held under Pastoral Lease P 343 <i>EX</i>
Instrument of title / lease	CL 12B/342
Encumbrances	Subject to 1) Land Improvement Agreement registered as 570520 2) Land Improvement Agreement dated 5/6/93 and registered as 832514 3) Memo of Transfer 863049/1 being a Right to Convey water. 4) Marginal strips as noted below.
Mineral Ownership	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	28 September 1999
[Certification Attached]	

Prepared by	G Patrick
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

Certified correct as to status

**Max Haydn Warburton
Chief Surveyor
Land Information New Zealand, Dunedin.**

4110 /1999

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<p>Notes : This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6.</p>	<p>A copy of an account was found on file for an application by Checketts McKay dated 25/8/99 for an ECNZ fibre optic cable.</p>
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LAND STATUS REPORT for Otēmatapaio

LIPS Ref 12585

Property 1 of 1

Research Data: Some Items may be not applicable

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SDI Print Obtained	Yes / No
NZMS 261 Ref	H39 and H40
Local Authority	Waitaki District Council
Crown Acquisition Map	Kemp
SO Plan	SO 23835 being a plan of Marginal Strips dated October 1992. SO 21748 being a plan of Sections 3, 4 & 12 dated April 1986. SO 21447 being a plan of Sections 9 dated April 1986. SO 21775 being a plan of Sections 5 dated April 1986. SO 21776 being a plan of Sections 10 dated April 1986. SO 21777 being a plan of Sections 11 dated April 1986. SO 21778 being a plan of Sections 6, 7 & 8 dated April 1986.
Relevant Gazette Notices	Not applicable.
CT Ref / Lease Ref	12B/342 386/105 796889/2 being a Memo of Renewal. Sighted but not copied : CL 259/160 Small Grazing Run for 21 years from 1/3/37. CL 179/2 Small Grazing Lease from 1/3/1916.
Plan Index	Copy attached.
Legalisation Cards	See attached cards for SO's 21748, 21447, 21775, 21776, 21777 & 21778.
CLR	Confirms Pastoral Status
Allocation Maps (if applicable)	H39 & H40 – nothing affecting lease.
VNZ Ref - if known	Not applicable
Crown Grant Maps	Not applicable
If Subject land Marginal Strip : a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) i) ii) Sec 24(9) & iii) Sec 24(3) b) i) ii) & iii) 1/7/91 c) a) -c) SO 23835.

LAND STATUS REPORT for Otēmatapalo

LIPS Ref 12585

Property 1 of 1

Research - continued

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If Crown land - Check Irrigation Maps.	H39 & H40 - nothing found.
Mining Maps	H39 & H40 - nothing found.
<p>If Road</p> <p>a) Is It created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989</p> <p>b) By Proc</p>	<p>a) SO Plan Not applicable.</p> <p>b) Proc Plan</p> <p>c) Gazette Ref</p>
<p>Other Relevant Information</p> <p>a) Concessions - Advice from DOC or Knight Frank.</p> <p>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>c) Mineral Ownership</p> <p>d) Other Info</p>	<p>a) Advised 24/9/99 by Knight Frank Ltd, that there are no recreation permits in respect to the subject land.</p> <p>b) None known,</p> <p>c) Either</p> <p><input checked="" type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase.</p> <p><input type="checkbox"/> Contained in [provide evidence].</p> <p>d)</p>

See Sheet 3

CUTHBERT

LEON ROAD

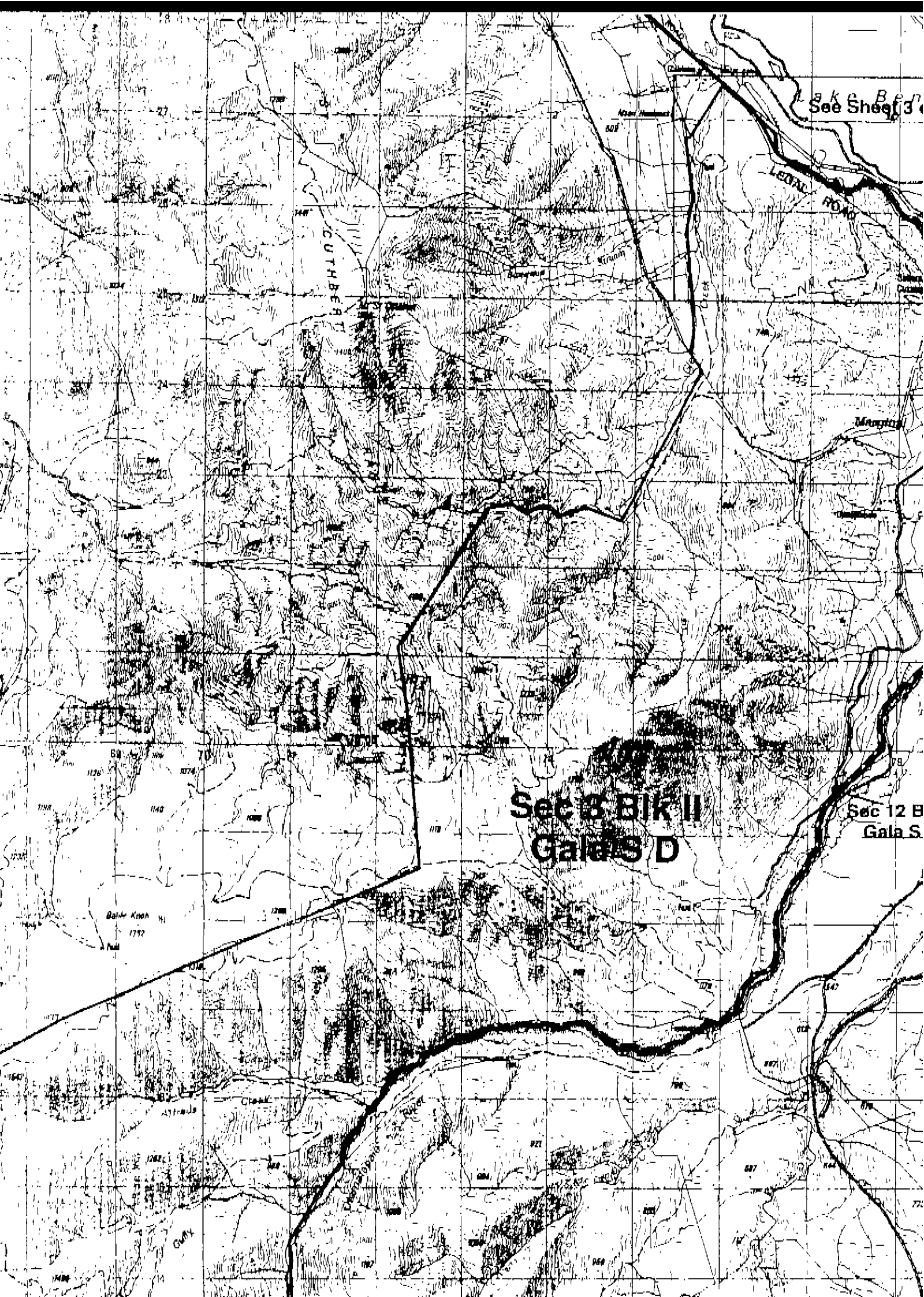
Manning

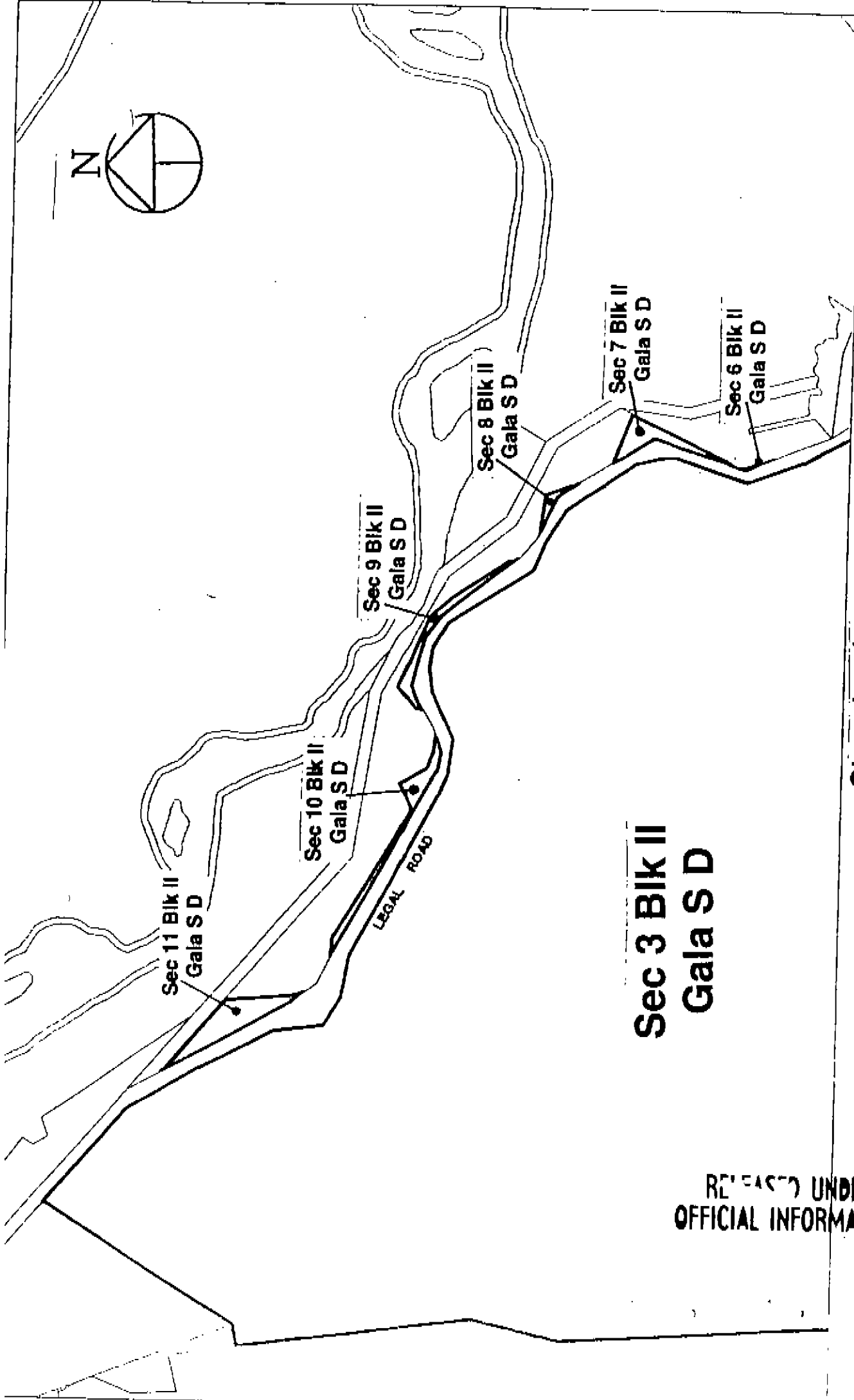
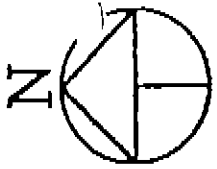
Sec 3 BIK II
Gala S D

Sec 12 B
Gala S

Bald Knob
1772

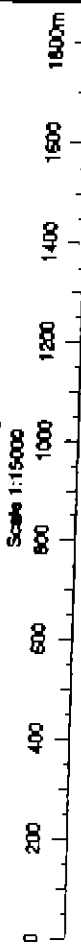
GALE





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Otago Land District	Sheet 3 of 3				
NZMS 260 H39 & H40	Date 28/9/1999				

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TERRALINK NZ LTD (Terralink) Data as at 1.09.1989 Title & Valuation data as at 1.09.1989 Geotitles data as at 11.10.97.
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