

Crown Pastoral Land Tenure Review

Lease name : RIVERSIDE

Lease number : PO 372

Due Diligence Report (including Status Report) - Part 2

This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

The report attached is released under the Official Information Act 1982.

July 09

LAND
STATUS REPORT

**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

Project Number 6NLITR.02/476YD

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50269 dated September 2001 and is undertaken for the purposes of Tenure Review in terms the Crown Pastoral Land Act 1998.

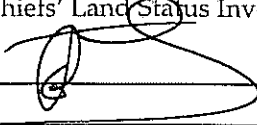
LAND STATUS REPORT for Riverside				LIPS Ref 12611
Property	1	of	1	

Land District	Otago
Legal Description	Part Section 8 Block VI Cairnhill Survey District, part Run 568 and Run 569A situated in Cairnhill Survey District.
Area	5098.5762 ha
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease Po.130
Instrument of title / lease	OT386/7
Encumbrances	Subject to 1) Caveat 626106 by HMQ. 2) 829002 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941.
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 Kemp Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998

Data Correct as at	1 July 2002
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I Garry Raymond Patrick, Property Consultant, Opus International Consultants Limited certify that the above status is in order for approval.

In giving this certification I undertake that the status report has been completed in compliance with all relevant policy instructions and in particular OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.

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

Peer reviewed by J Kirk

LAND STATUS REPORT for Riverside				LIPS Ref 12611	
Property	1	of	1		

<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>Administrative files not available at time of preparation of this report.</p> <p>Caveat 626106 gives notice of an Agreement to grant an easement in gross [access to Doctors Point] from P B Sanders & W T Sanders to HMQ.</p> <p>On the historical copy of the title the land acquired by GN 624745 has been deducted from the total area twice. Once when the leasehold interest was acquired and again when the total interest was set apart. This gives an incorrect reflection of the area.</p>
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LAND STATUS REPORT for Riverside				LIPS Ref 12611
Property	1	of	1	

Research Data: *Some Items may be not applicable*

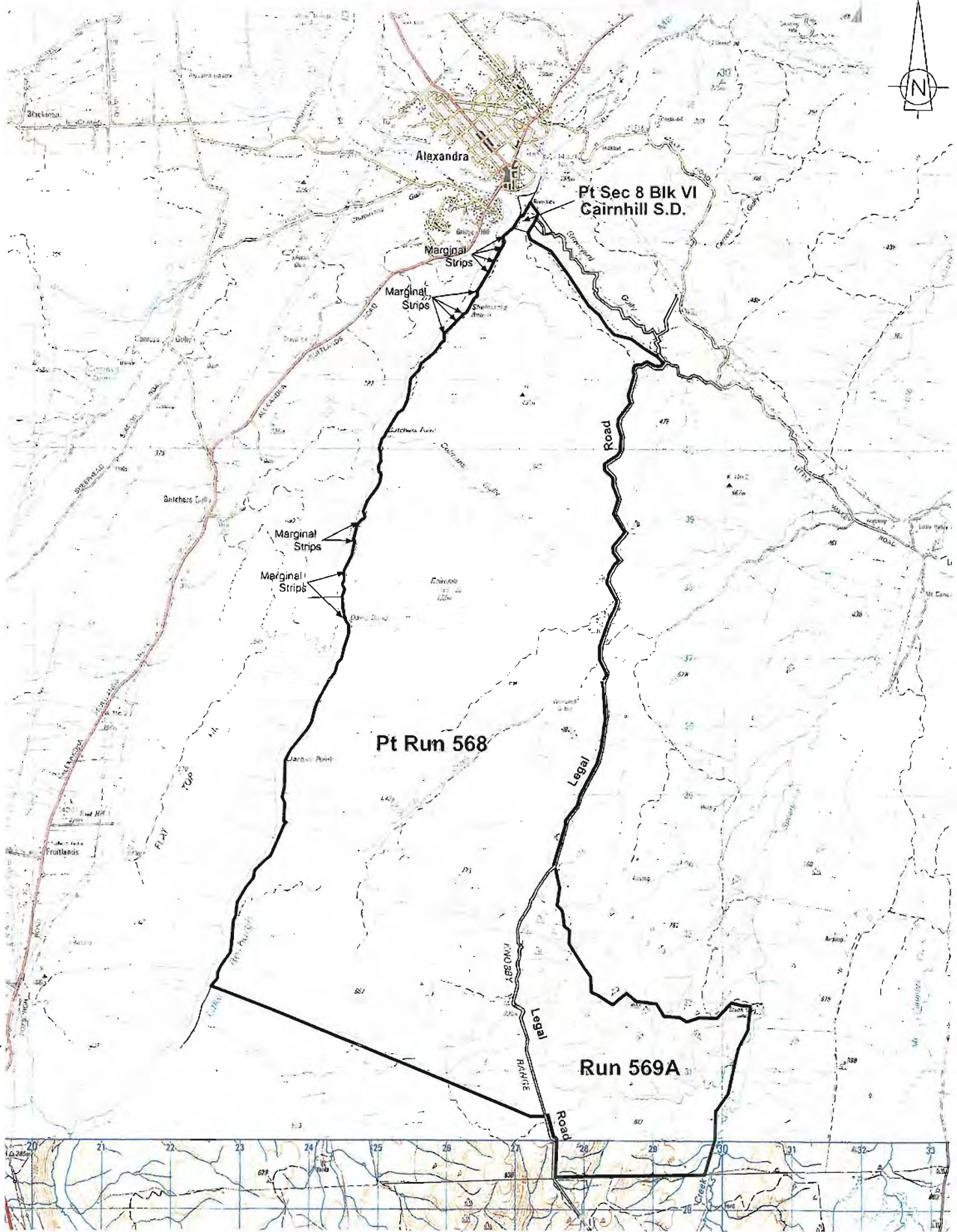
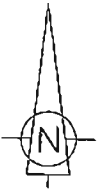
SDI Print Obtained	Yes .
NZMS 261 Ref	G42 & G43.
Local Authority	Central Otago District.
Crown Acquisition Map	Kemp Purchase.
SO Plan	<p>SO 574 of October 1917 being a plan of Part Runs 565, 566, 568 & 569.</p> <p>SO 576 of April 1917 being a plan of Run 570 & Part Runs 566 to 569.</p> <p>SO 579 of April 1917 being a plan of Part Runs 565, 565A, 566, 567 & 569.</p> <p>SO 4494 of January 1927 being a plan of Run 569A</p> <p>SO 9687 of October 1948 being a plan of Section 8 Blk VI Cairnhill SD.</p> <p>Also sighted but not relevant to status – SO's 13459, 274, 3560, 3516, 3531, 3546, 273, 4201, 4187, 16808, 4190, 4173, 13460, 266, 265, 577 & 580.</p>
Relevant Gazette Notices and / or computer interest register.	<p>GN 624745 – land set apart for electricity</p> <p>GN309272 – leasehold interest acquired for water power.</p>
CT Ref / Lease Ref	<p>OT386/7 Current</p> <p>OT 386/7 Historical.</p> <p>OT337/27 Historical.</p> <p>Memo of Renewal 794523.1</p> <p>Land and Improvement Agreement 829002.</p> <p>Variation of Lease 936928.6</p>
Plan Index	<p>Run 568 – Notes SO's 574, 576, 13459 13460 & 21632 [now withdrawn].</p> <p>Run 569A - SO 4494.</p> <p>Section 8 - SO's 9687, 1189, 13460 & 21632</p>

LAND STATUS REPORT for Riverside				LIPS Ref 12611
Property	1	of	1	

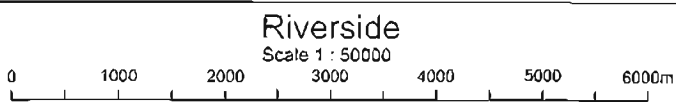
Legalisation Cards	SO 574 sighted. Nothing relevant to the subject land. SO's 576, 4494 & 9687 no cards found.
Statutory Actions (Landonline)	No actions noted.
CLR	Sighted. Supports Pastoral status.
Allocation Maps (if applicable)	DoC & SOE maps for G42 & G43 – sighted. No allocations noted. Proposed SOE maps land to be allocated to Electricorp in respect to land taken for electricity purposes adjoining the Clutha River [being part of Lake Roxburgh].
VNZ Ref - if known	Not known.
Crown Grant Maps	Not searched.
If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) Sec 24(3) – Section 58. Residue of strips not acquired for water power development. b) April & Oct 1917. c) SO's 574 & 576
Crown land – Check Irrigation Maps.	G42 & G43 nothing noted.
Mining Maps	Not searched. Maps & register have not been maintained since at least July 1998. Therefore no longer relevant.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc	a) SO Plan N/A b) Proc Plan c) Gazette Ref

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<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) No advice received from DoC. However no conservation / reserve land adjoining the lease.</p> <p>b) Lease area adjoins K • Moana Haehae (Lake Roxburgh) and is subject to a Statutory Acknowledgement [Schedule 22] in terms of the Ngai Tahu Claims Settlement Act 1998.</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>
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Version	1	2	3	4	5
Otago Land District	Sheet 1 of 1				
NZMS 260 G.42 & G.43	Date 25/06/2002				



Graphics by :
TL Survey services Ltd DUNEDIN

LAND & DEEDS	
Name: C.L.	
From: C.L.	
Date: 4 MAY 1956	
Time: 1.50	
From: 1.5	
Abstract No. 9	

NEW ZEALAND

OTAGO LAND DISTRICT

Registered in the LAND REGISTRY OFFICE but not under the LAND TRANSFER ACT.

Entered in the Register, Vol. 386, fol. 27 & 28 the 4th day of May 1956, at 1.50 o'clock

Image Quality due to Condition of Original

Pastoral Lease of Pastoral Land under the Land Act, No. P. 130



Handwritten signature and name of the Registrar.

This Deed, made the first day of March, one thousand nine hundred and fifty-two, between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and ROYAL WILLIAM SANDERS (who, with his executors, administrators, and permitted assigns, is 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 doth hereby demise and lease unto the Lessee All those pieces or parcels of land containing by admeasurement 12575 acres, roots and 19 perches, a little more or less, situated in the Land District of Otago and being Section B, Block VI and Runs 568 and 569A, Cairnhill Survey District

See Diagram on Separate Sheet

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July, one thousand nine hundred and fifty-two, together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-two. Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Otago the clear annual rent of One hundred and fifteen pounds (£115:--:--) payable without demand by equal 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. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) by a deposit of () (the receipt of which sum is hereby acknowledged) and thereafter by () half-yearly instalments of () pounds shillings and pence () on the 1st day of January and the 1st day of July in each year in the same manner as aforesaid.

AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-

1. THAT the Lessee will fully and punctually pay the rent hereinbefore reserved at the times and in the manner hereinbefore reserved in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land as any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1928.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1928.
7. THAT the Lessee will clean and clear from weeds and keep open all drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1928, burn any rubbish, scrub, fern, or grass on the said land, nor permit any rubbish, scrub, fern, or grass on the said land to be burnt, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

AND it is hereby agreed and declared by and between the Lessor and the Lessee:-

- (a) THAT the Lessee shall have the exclusive right of passage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1916) on or under the surface of the soil of the said land, and all such minerals are reserved unto His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 20 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building or dwellinghouse: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 46 (3) of the Land Act, 1942, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including the present provision for the renewal thereof and all provisions ancillary or in relation thereto.

- (d) THAT the Lessee shall have no right of acquiring the free-hold of the said land.
- (e) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,
 - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning brush or scrub and sow the land as sown in grass;
 - (v) Suffer to grow in grass any portion of the said land;
 Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grass to the satisfaction of the Commissioner.
- *f. THAT the Lessee shall be bound to erect and shall erect, and for the purpose of this clause shall erect, a fence or fences as may be determined and agreed between the Lessee and the Commissioner to be erected on the said land during the term of the lease, and shall be bound to maintain the same in good repair throughout the term of the lease.
- *g. See below for (2), (1) and (3)
- (f) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 146 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or for any part thereof of any covenant or condition of the lease.
- (g) THAT these covenants are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

Nil

In witness whereof the Commissioner of Crown Lands for the Land District of Otago, and these presents have also been executed by the said Lessee.

Otago

on behalf of the Lessor, hath hereunto set his

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

Witness: J. E. Kennedy
 Occupation: Public Works and Survey Department
 Address: Dunedin

J. H. Saunders
 Commissioner of Crown Lands

Signed by the above named as Lessee, in the presence of—

Witness: R. H. Jones
 Occupation: Farmer
 Address: Dunedin

J. H. Saunders
 Lessee

- *c. (2) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 2365 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafore reserved) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.
- (1) THAT the carrying capacity on which is based the rent hereinafore reserved is fixed on the area of land comprised in this lease estimated to remain after the resumption or other acquisition or use by the Crown of any land comprised in this lease in connection with the Bonburgh Hydro Electric Power Scheme and the Lessee will have claim for compensation neither by way of reduction in annual rent nor for any loss of interest in the unexpired term of this lease arising from the resumption or other acquisition or use by the Crown of any land as aforesaid.
- (3) AND it is hereby further provided that the right is reserved to the Crown at any time and from time to time without being deemed to commit a trespass and without payment of compensation to enter upon the said land and thereon to take lay, construct, maintain, inspect repair or reconstruct water races, drains and all other works which the Minister of Public Works deems necessary for the supply of water to the said land or to any other land. The Lessee will be required to take water from re-provided for irrigation purposes at a price to be fixed by the Crown. The Crown will not be liable for any damage caused by any overflow or break away of any race or channel.

J. H. Saunders
 Commissioner of Crown Lands.

J. H. Saunders
 Lessee.

Transfer 20.11.23
 15 June 1943
 Transfer 203 769 of Thomas William Sanders to Ivan Kerrie Sanders and William John Sanders of Alexandria Farm, as tenants in common in equal shares produced 10th June 1957 at 252

proclamation 7518 showing road hatched red lines registered 18th March 1958 at 10.18.01

Transfer 213611 of 1/2 share Thomas William Sanders to Ivan Kerrie Sanders of Alexandria Farm produced 17th June 1959 at 110

2 of 1/2 share
 Mortgage 180226
 6 AUG 1970

Transfer 213612 of 1/2 share Thomas William Sanders to Thomas Lewis Sanders of Alexandria Farm produced 17th June 1959 at 110

2 of 1/2 share
 Mortgage 180226
 6 AUG 1970

272 757 Transfer of his 1/2 share William John Sanders to Thomas Lewis Sanders 2 1/2 share and to Ivan Kerrie Sanders 1/2 share so tenants in common in the said shares - 11.6.1966 at 9.1.80

C.T. 386/7

309273 Proclamation declaring the leasehold interest in the parts coloured red on the plan... 1 Road 2 Plan to be taken for the development of Water Power (Bealunga Lower Project) from and after 12 December 1966. Registered 20 December 1966 at 10.42 am

314153 Transmission of Mortgage 180326 and 180358 to John Leitch Williams and Thomas Lewis Sanders as executors - 17-5-1967 at 2.53 pm

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952.

386/7

513109/1 Transfer of their 49/100ths share Ivan Bernie Sanders and Dorothy Pearl Sanders to Grant Allan Sanders and Wayne Thomas Sanders both of Clyde Orchardists - 20.3.1979 at 1.57 pm

Handwritten signature

DISCHARGED 20.3.1979 A.L.R.

513109/2 Mortgage of their 49/100ths share Grant Allan Sanders and Wayne Thomas Sanders to Ivan Bernie Sanders and Dorothy Pearl Sanders - 20.3.1979 at 1.57 pm

Handwritten signature

358667 Transmission of Mortgage 180326 and Mortgage 180358 to John Leitch Williams as survivor entered 6.8.1970 at 11.50 am

Handwritten signature and notes

526569/1 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 22.11.1979 at 1.57 pm

Handwritten signature

526569/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 22.11.1979 at 1.57 pm

DISCHARGED 22.11.1979 A.L.R.

364970 Transmission to Ivan Bernie Sanders of Alexandra Farmer and Dorothy Pearl Sanders of Clyde Widow as executors entered 21.12.1970 at 9.44 am

Handwritten signature and notes

526569/3 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 22.11.1979 at 1.57 pm

DISCHARGED 22.11.1979 A.L.R.

373085 Mortgage to State Advances Corporation of New Zealand - 19.7.1971 at 9.32 am

Handwritten signature and notes

431631 Improvement under subsection (3) of Section 30 and under Section 30A of the Soil Conservation and Rivers Control Act - 23.10.1974 at 10.46 am

DISCHARGED 11 AUG 1977 A.L.R.

526569/5 Memorandum of Priority ranking Mortgage 526569/1 as a third mortgage, mortgage 526569/2 as a fourth mortgage and Mortgage 513109/2 as a fifth mortgage - 22.11.1979 at 1.57 pm

Handwritten signature and notes

477740/2 Transfer of balance of 51% of his share Ivan Bernie Sanders to Peter Bernie Sanders of Alexandra Farmer - 11.5.1977 at 11.29 am

Handwritten signature and notes

557490 Variation of Mortgage 526569/2 8.7.1981 at 1.54 pm

Handwritten signature

566589/1 Transfer of his interest Grant Allan Sanders to Wayne Thomas Sanders abovenamed - 26.11.1981 at 1.39 pm

DISCHARGED 11.5.1977 A.L.R.

477740/3 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 11.5.1977 at 11.29 am

Handwritten signature and notes

566589/2 Variation of Mortgage 513109/2 26.11.1981 at 1.39 pm

Handwritten signature

566589/3 Mortgage to Rural Banking Finance Corporation of New Zealand (varies Mortgage 526569/2) - 26.11.1981 at 1.39 pm

DISCHARGED 26.11.1981 A.L.R.

477740/4 Mortgage interest of Peter Bernie Sanders to Ivan Bernie Sanders - 11.5.1977 at 11.29 am

DISCHARGED 23 SEP 83 A.L.R.

Handwritten signature and notes

573947 Land Improvement Agreement under Soil Conservation and Rivers Control Act 1941 - 20.3.1981 at 1.57 pm

DISCHARGED 20.3.1981 A.L.R.

C.I. 386/7

576287 Variation of Mortgage 526569/3 -
26.5.1982 at 1.58 pm


A.L.R.

624164/4 Mortgage Discharged Banking
and Finance Corporation of New Zealand
- 24.10.1984 at 10.48 am

DISCHARGED
23 SEP 1984


A.L.R.

624164/5 Memorandum of Priority Ranking Mortgage
624164/4 as first Mortgage, Mortgage 477740/4
as second Mortgage, Mortgage 526569/2 as
third Mortgage, Mortgage 513109/2 as fourth
Mortgage and Mortgage 526569/3 as fifth Mortgage
- 24.10.1984 at 10.48 am.


A.L.R.

624745 Gazette Notice declares parts
Run 568 (area 30.6549 ha) and part
Section 8 Block VI Cairnhill Survey
District (area 1619 m²) shown hatched
off in black on diagram hereon to
be set apart for generation of electricity
- 1.11.1984 at 11.46 am


A.L.R.

625319 Variation of Mortgage 624164/4
- 12.11.1984 at 11.46 am


A.L.R.

626106 Caveat against balance by
Her Majesty the Queen entered
23.11.1984 at 10.23 am


A.L.R.

693145 Memorandum stopping those parts of
Graveyard Gully Road adjoining the within
land which are now known as Sections 1 (8285
m²) and 2 (5.9023 ha) SO 22177 - 14.12.1987
at 2.15 pm.


CT 11D/817 issued for Section 1
CT 11A/818 issued for Section 2


A.L.R.

794523/1 Memorandum renewing the
term of the within lease for a further
period of 33 years commencing on
1.7.1985 and fixing for the first
11 years the annual rent at \$4,050.00
calculated on a rental value of
\$270,000.00 - 11.12.1991 at 10.43am

DISCHARGED
23 SEP 1991
A.L.R.

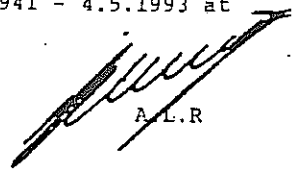
794523/2 Mortgage to Wrightson Farmers
Finance Limited 23.9.1991 at 10.43am.
(Caveator under Caveat 626106 consenting)


A.L.R.

794523/3 Transfer of his 51/100 share
Peter Bernie Sanders to Peter Bernia
Sanders of Alexandra Farmer and Lynlee
Sanders of Alexandra Married Woman
17.12.1991 at 10.43am



A.L.R.

829002 Land Improvement Agreement under
Section 30A of the Soil Conservation and
Rivers Control Act 1941 - 4.5.1993 at
9.13am

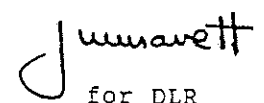

A.L.R.

936928.6 Variation of the terms
contained herein

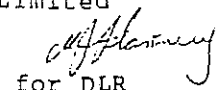
936928.7 Transfer to Doctors Point &
Obelisk Stations Limited
all 23.9.1997 at 12.14


for DLR

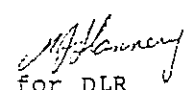
937403.3 Mortgage to Wrightson
Farmers Finance Limited
All 2.10.1997 at 10.47


for DLR

947302.1 Change of Name of the
mortgagee in Mortgage 937403.3 to
Rabo Wrightson Finance Limited
5.5.1998 at 3.31


for DLR

959823.1 Variation of Mortgage
937403.3
23.12.1998 at 9.05


for DLR

Acres to ha	
Acres/roods	76.25
Perches	2
Ha to Acres	0

30.8572801
30.8623 ha

0.00 acres

To + and - Areas.	5129.4385
	-30.8623
	5098.5762



PLAN OF RUN No.

No. 1827.

License to occupy Crown Lands for Pastoral Purposes.

Whereas

THOMAS WILLIAM SANDERS,

has purchased certain ... of CALLOWAY, RICHMOND ... under the provisions of the Land Act, 1924 and its amendments, a License to occupy for Pastoral Purposes all that area of Crown lands containing by estimation Twelve thousand six hundred and fifty-six (12656) acres, more or less and being Run numbered Five hundred and sixty-eight (568) and Five hundred and sixty-nine A (569A) ... land in terms of section 237 thereof, situate in the County of Vincent in the Land District of Otago New Zealand, as the same is delineated on the plan in the District Lands and Survey Office, Dunedin as shown in the margin hereof and hath paid the sum of Sixty-five pounds and seven shillings (£ 65 : 7 : -) being the first half-year's rent in advance for such Run; The said

THOMAS WILLIAM SANDERS, in hereby licensed to occupy the said land for pastoral purposes for the term of thirty-five (35) years, to be computed from the first day of March, 1917, subject to all the provisions and conditions of the Land Act, 1924, and its amendments, so far as applicable hereto, and subject also to the payment of an annual rent of One hundred and thirty pounds and fourteen shillings (£ 130 : 14 : -), equal parts, half-yearly in advance, on the first day of March and the first day of September in each and every year, payment for the first half-year's rent having already been made, and the next of such half-yearly payments to be made on the first day of September 1927.

Subject also to the conditions following, viz :

- (1) That the licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or shall give or cause to be given or taken any negotiable security for the purpose of defeating or evading the provisions of, or shall in any way whatsoever directly or indirectly commit or be party to a fraud upon, the Land Act, 1924 and its amendments; this license shall be liable to be forfeited and void;
- (2) That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 260 of the Land Act, 1924;
- (3) That the licensee shall prevent the growth or spread of gorse, broom, and sweetbrier, on the land comprised in this license, and shall with all reasonable speed remove or cause to be removed all gorse, sweetbrier, broom, or other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands; and
- (4) That the licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread to the satisfaction of the Commissioner of Crown Lands.

This License is issued in terms of section 277 of the Land Act, 1924, in lieu of Pastoral License No. 1541.

Subject to the conditions endorsed on the back hereof and numbered respectively (5) and (6).

And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act, 1924 and its amendments, and the provisions of that Act applicable to such licenses shall apply hereto as fully and effectually as if they had been set out herein at length.

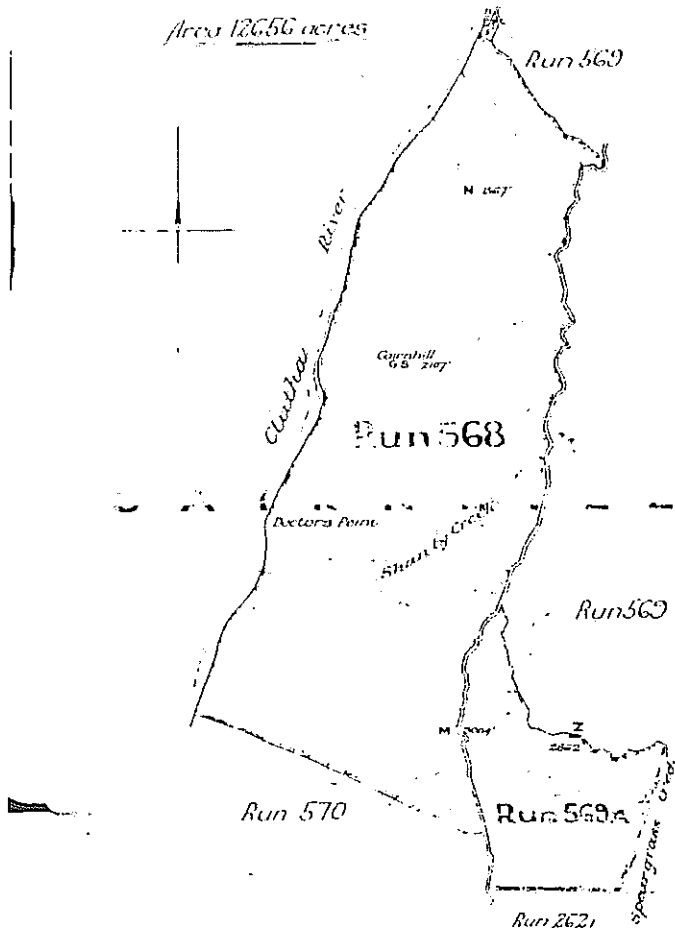
In witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the Otago Land District, hath set his hand, this first day of March 1927.

Commissioner of Crown Lands.

THOMAS WILLIAM SANDERS

the above-named licensee, hereby accept this license on the

Area 12656 acres



Scale 1/100000 = 1 inch

RELEASED UNDER THE OFFICIAL INFORMATION ACT

The Conditions hereinafter, referred to:-

- (5). That the Licensee shall during each year of the term of this license plant with suitable trees to the satisfaction of the Commissioner of Crown Lands, an area of at least one acre on some part of the land comprised in this license, and the number of trees so planted upon every acre shall be at least one thousand. The area so planted shall be securely fenced in by the licensee with a rabbit-proof fencing. The licensee shall replant all failures from time to time as may be found necessary, and shall protect, trim and maintain all such plantations during the term of this license to the satisfaction of the Commissioner. Should, however, the licensee prefer to plant with trees more than one acre in one year, then the area that has been planted in excess of that required for that year may be deducted from the area that would be required to be planted with trees in succeeding years.
- (6). And it is hereby further provided that the right is reserved to the Crown at any time and from time to time without being deemed to commit a trespass and without payment of compensation to enter upon the said land and thereon to take, lay, construct, maintain, inspect, repair or reconstruct water-races, drains, and all other works which the Minister of Public Works deems necessary for the supply of water to the said land or to any other land. The licensee will be required to take water from races provided for irrigation purposes, at a price to be fixed by the Crown. The Crown will not be liable for any damage caused by any overflow or break-away of any race or channel.

1958 certificate by the Commission
of Crown Lands incorporating in
within Clause Sec. 8. Bk. III.
Mainhill Dist. containing 19a 19p
and coloured plan on diagram
under inventory area No 12675a
C. 19p and Amherst Road 1/31.19 20
from 21st April 1950 produce extract
1951 at 2106
ALL

see New Lease No 388 page 7

[Signature]
Licensee.
[Signature]
Commissioner of Crown Lands.

PASTURAGE LICENSE

THOMAS WILLIAM SANDERS.
TO
THE
COMMISSIONER OF CROWN LANDS
Dated 1st March 1927.

The Stags Head District has this day consented to the Mortgage of the within written License from THOMAS WILLIAM SANDERS of Alexandria, Hunter, to the said Alexander B. SANDERS of Alexandria, Hunter.

Date of Mortgage 13th of April, 1927.
[Signature]
Commissioner of Crown Lands.

The Board of the Stags Head District has this day consented to the assignment of the within written License from William B. SANDERS of Alexandria, Hunter to the said Alexander B. SANDERS of Alexandria, Hunter.

The Land Board of the Stags Head District has consented to the within written License from William B. SANDERS of Alexandria, Hunter to the said Alexander B. SANDERS of Alexandria, Hunter.

[Signature]
Commissioner of Crown Lands.
[Signature]
Com. of Crown Lands.



RELEASED UNDER THE OFFICIAL INFORMATION ACT

UDE S15 - Request Manual Copy			
Document Type	Payment	Request Id	45218
Reference Number	B29002	User Id	jkirkd
Land District	Otago	Request Date	09/03/2002 10:47:04
Method of Delivery	Fax	Client Reference	BNEITR:02/476YD
Requested By	JOHN KIRK	Status	Pending
<input type="checkbox"/> Certified Copy			
Comments	RIVERSIDE - LAND IMPROVEMENT AGREEMENT		
Delivery Details			
Firm	Opus International Consultants Ltd (Dunedin)		
Primary Contact	Mr Robin Whelan		
Street	Private Bag 1919		
Town	Dunedin		
Country	New Zealand		
Postcode			
Fax Number	03 474 8995		
Fees			
		OK	Cancel

T4715

LAND IMPROVEMENT AGREEMENT

This agreement is made the 16th day of December 1992

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

AND PETER BERNIE SANDERS AND WAYNE THOMAS SANDERS of ALEXANDRA (called "the Farmer") and Lynlee Sanders

WHEREAS

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

IT IS AGREED:

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

IN THE MATTER of the Land Act 1948

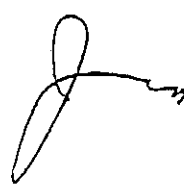
AND

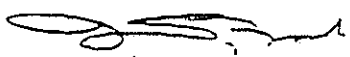

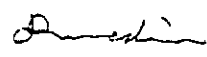
IN THE MATTER of Caveat No. 626106 (Otago Registry)

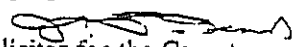
HER MAJESTY THE QUEEN the Caveator in whose name the abovementioned Caveat is lodged against part of the balance of the land comprised in Crown Pastoral Lease No. P 130 recorded as Register Volume 386 folio 7 (Otago Registry) CONSENTS to the registration of a certain Land Improvement Agreement dated the 16th day of December 1992 and made between PETER BERNIE SANDERS and WAYNE THOMAS SANDERS and THE OTAGO REGIONAL COUNCIL BUT SUBJECT AND WITHOUT PREJUDICE to the right of the Caveator protected by that Caveat.

DATED the 11th day of March 1993

SIGNED for and on behalf of HER MAJESTY THE QUEEN by the Regional Conservator Department of Conservation Dunedin pursuant to a delegation given to him by the Director-General of Conservation and dated the 17th day of March 1992 in the presence of:

 (J. Cornell)

Witness: 
Occupation: 
Address: 

Correct for the purposes of the Land Transfer Act

Solicitor for the Caveator

2. The Farmers Obligations

2.1 The Farmer shall:

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

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

3. The Councils Obligations

3.1 The Council shall:

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

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

4. Grants

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

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

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

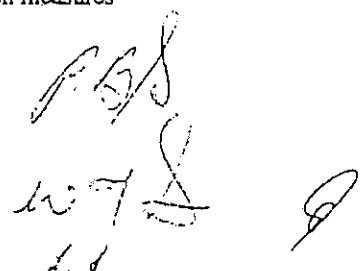
5. Financial Records

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

6. Information

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

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



7. Right of Entry

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

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

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

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

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

8. Disclaimer

8.1 The Farmer acknowledges:

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

9. Duration

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

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

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

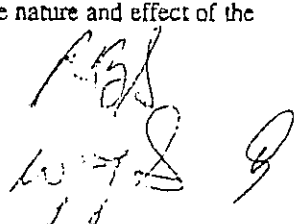
10 Further Rabbit Control, Eradication and Land Management

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

11. Default by the Farmer

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

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



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

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

12. Arbitration

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

13. Service

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

14. Enforcement

- 14.1 This agreement is a land improvement agreement under Sections 30(3) and 30A of the Soil Conservation and Rivers Control Act 1941.
- 14.2 All the provisions of those Sections shall apply to this agreement.
- 14.3 Any sum payable to the Council under clause 11.4 may be recovered by the Council under Section 30A of the Soil Conservation and Rivers Control Act 1941.
- 14.4 This agreement shall bind the Farmer and the Farmer's successors in title.
- 14.5 The Council shall register this agreement against the title to the land.
- 15. Personal Liability of the Farmer
 - 15.1 The Farmer shall be personally liable under this agreement to the extent provided by this agreement and Section 30A of the Soil Conservation and Rivers Control Act 1941.
 - 15.2 If the Farmer is two or more persons then the liability shall be joint and several.
 - 15.3 If the Farmer is a company the Farmer's obligations shall be guaranteed by the Directors of the company. The liability of the guarantors shall be joint and several.

16. Variations

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

17. Agreement Conditional upon Government Funding

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

- 1. works commenced shall be completed to the extent that the Council has received funds for those work from the Crown
- 2. works (excluding removal or planting of vegetation) completed shall be maintained by the Farmer until 30 June 2010
- 3. any trees already planted shall not be removed without the Council's written consent before 30 June 2010
- 4. the Farmer shall continue land management practices and land uses already adopted in accordance with the plan until 30 June 2000 provided that they are not part of an integrated farming programme under the plan in which other parts of that programme have not been completed or put in place.
- 5. the Farmer shall maintain any areas stripped of or planted with vegetation until 30 June 2000
- 6. the provisions of clauses 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 18 and 19 of this agreement shall continue to apply.

18. MAF's Rights

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

19. Interpretation

- 19.1 "Council" includes its officers, employees, agents and independent contractors.
- 19.2 "Farmer" includes any person acquiring the Farmer's interest in the land; and includes any guarantor.
- 19.3 "Grant" means the money payable by the Council under the plan.
- 19.4 "Guarantor" means the person or persons who sign the guarantee annexed and if more than one, both or either of those persons.
- 19.5 "Land management" includes:

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

Handwritten signatures and initials:
A.B.S.
W.S.S.
L.S.
9

7. spelling land from use by livestock
 8. undertaking land uses specified in the plan.
- 19.6 "MAF" is the Ministry of Agriculture and Fisheries and includes its officers, employees, agents and independent contractors.
- 19.7 "The "Property cap" is the maximum dollar amount of the grants payable by the Council under MAF approval of the plan; the property cap is set out in the plan.
- 19.8 "Rabbit control and eradication measures" include
1. aerial and ground poisoning or shooting
 2. fumigation
 3. trapping
 4. any authorised biological methods
 5. any other control or eradication measures approved by the Council and MAF
- and includes both primary and secondary control or eradication operations.
- 19.9 The "Rabbit and Land Management Programme" is the programme created by agreement between the Council and Crown dated 19 December 1990.
- 19.10 "Works" include
1. access tracking
 2. fencing and erection of structures
 3. removal of vegetation
 4. planting of vegetation
 5. repair and replacement of existing works
 6. upgrading existing works
- 19.11 References to the singular include the plural and vice versa.
- 19.12 References to any statutes include any Acts amending or replacing any statutes.

NOTE:

This agreement and the plan in the Second Schedule are based on Rabbit and Land Management Plan No. 15 a copy of which may be inspected at the Otago Regional Council office, 70 Stafford Street, Dunedin.

aaaj std.op

Handwritten notes:
P.S.D.
12/3/02
L.S.
9

Schedule 1

Legal Description

CT 386/7 Part Section 8, Block VI, Part Run 568 and Run 569A,
Cairnhill Survey District

5,067.7594 ha

subject to LIA 431631, 573947
M 477740/4, 513109/2, 526569/2, 624164/4, 794523/2

Schedule 2

Part I Rabbit and Land Management Programme

Programme Aims:

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

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

Programme:

The programme must be kept flexible due to:

- often unpredictable nature of rabbit, its population increase and spread coupled with climatic conditions, ie. dry seasons increase is faster.
- possibility of poison and/or secondary control failure due to a number of factors.
- take into account scientific improvements, new technology, and improvements in field knowledge.

The identified aims will be achieved by the following:

1. Programme Summary

1.1 Rabbit Netting Programme that:

- (a) Isolates the property from adjacent high prone areas on adjoining properties by upgrading netting boundary fences. (Job 1, 4.6km).

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P.S.J.
W.F.S.
L.S.

- (b) Isolates the R. & L.M. lands into two compartments by upgrading internal netting fences (Job 2, 1.5 km).
- (c) Renew section of existing plain wire boundary fence with rabbit netting fence to prevent cross infection from adjoining property (Job 18, 1 km).

1.2 Alternative Land Use:

- (a) Reserve Creation:
Currently the owner is negotiating with DoC for the creation of an historic reserve covering "Doctors Point" a significant goldfield area. This will eventually remove about 70 ha of high rabbit prone land from the property.

A further 500ha of steep faces overlooking Lake Roxburgh could be a landscape reserve. This aspect has only been tentatively discussed with DoC and whether it is removed from or remains within the lease under covenant will be determined by DoC after a reserve survey of the property and negotiations.

- (b) Forestry Development:
At least 70% of the Front Block (1,200 ha) has been completely taken over by Thyme and the whole of the block is expected to be taken within the next 20 years. Sheep grazing is gradually being forced right out with only hay feeding of stock on the upper margin now being undertaken.

As Thyme has spread rabbits have also been forced out reducing the actual long term control costs. Wilding pine trees (*P. radiata*) have established over the Thyme affected area to the stage where the whole area has a substantial scattering.

The owners have agreed that the pastoral use of the area has limited future and intend to embark on developing the area for forestry. This programme contains the start of this process with 25 ha proposed (Job 27 + 36) to plant out the more favourable darker low areas in *P. nigra*. Over the 1,200 ha Front Block possibly 200 ha could be suitable for strategic forestry. The owners will extend the planting after this programme's finance allows. Wilding establishment will not be discouraged.

A condition of this planting will be that its siting be subject to landscape considerations from Landcorp and Department of Conservation.

- (c) Recreational/Horticultural Developments:
As part of the diversification of use of the front block when pastoralism is excluded the owners intend to develop the potential of the area, either through sale of Horticultural units or establishment of lodge type recreational areas. This aspect will involve on application to freehold an area adjacent to Alexandra and Lake Roxburgh of about 25 ha. Details of final application will have to be formulated at a later date and obviously subject to many outside organisations, controls and restrictions.

1.3 Secondary Control Operations:

An intensive secondary control programme will be implemented involving an annual input of 50 mandays nightshooting (Jobs 8, 20, 22, 29, 31, 38, 40) (4 passes over all blocks) 10 hours Helicopter work (Jobs 7, 19, 21, 28, 30, 37, 39) (1 pass over all blocks) and 10 mandays daywork (Jobs 11, 23, 32, 41) over blocks where required. This level of work has been assessed as a suitable level to avoid the widespread repeated poisoning of the past. Extension to a 6 year cycle for the upper area only is seen as feasible.

Handwritten signatures and initials:
RSD
L.S.
Q

2. General

- 2.1 All works and rabbit control and eradication measures shall be carried out in accordance with the specifications annexed to this plan or specifications supplied by the Council.
- 2.2 All works and rabbit control and eradication measures shall be carried out in accordance with the annual works programme in Part I and Part IV of this plan.
- 2.3 All works and rabbit control and eradication measures actually carried out shall attract grants up to the rates set out in Part IV of this plan but subject to clause 4.3 of the Agreement. The Property cap is \$110,438.
- 2.4 All costs set out in Part IV are purely illustrative. The prices are estimates in 1990 dollar terms only and do not include GST. Grants will be based on costs actually incurred.
- 2.5 The location of works is shown on the attached map.
- 2.6 The area or areas in which rabbit control and eradication measures are to be carried out are shown on the attached map.
- 2.7 The programme or specifications may be varied by the Council.

3. Consents

- 3.1 No part of the programme shall be implemented without the Farmer first obtaining any necessary consent, licence, permit or other legal authority ("consent").
- 3.2 It may be necessary for the Farmer to obtain a consent from the Council. The Farmer shall consult with the Council to find out whether any consent is required.
- 3.3 Neither the agreement nor this plan are a waiver by Council of the need to obtain any necessary consent nor a representation that such consent is unnecessary nor that any necessary consent will be granted.
- 3.4 The programme shall be carried out in accordance with all consents.

Part II Livestock Management:

Refer to present grazing management chart in the full programme text for details of the property.

1. Overall concern for grazing management change is not significant on this property as the major Front Block will be continued to be used along the top margin for hay feeding of ewes during the winter months while forestry development extends over the area. The other undeveloped block of Pigshead currently receive Autumn/Early Spring grazing by Hoggets and is destocked from October to March each year. No change is recommended.
2. The blocks and paddock referred to in the grazing management chart are identified on the attached map.

P.B.S.
W.F.S.
R.S. B

Part III Various Specifications

Specification 1 - Operational Commencement Criteria

Primary and Secondary Control

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

Annual Works Monitoring

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

Specification 2 - Fencing

Subdivision netting

To be equivalent to the following minimum:

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

Netting Existing Fences

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

Upgrading Existing Netting

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

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- Securing of difficult points (culverts, washouts, gullies, cattlestops) to be handled on an individual basis.

Netting Electric Fences

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

Specification 3

Access Tracking

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

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

1. Grade

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

2. Width

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

3. Batters

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

4. Water Tables

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

5. Stream Crossings

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

6. Culverts and Cutoffs (other than crossings)

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

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

7. **Revegetation**

Once construction is completed, disturbed areas shall be oversown and top-dressed immediately with suitable material, where this is an appropriate follow-up step. Germination of seed is better on fresh cuts and fills. Seed and fertiliser mixture to be as directed by local Land Management Officer.

8. **Track Surface**

8.1 In some places the oversown plants may not be sufficient to prevent scouring and erosion of the track surface and some metalling may be required. A rate of 1 m³/10m of track is usually sufficient to provide traction.

8.2 The track surface shall be free of corrugations and debris so that it is readily negotiable.

Specification 4

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

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

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

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

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

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

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

Specification 7 & 7B

Primary & Secondary Control Operations: Costs & Claims

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

Specification 12

Habitat Modification

1. **Helicopter Applications: Briar and Matagouri**

Area to be sprayed and conditions to be followed as approved by the Council Officer.

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2. **Helicopter Applications: Spray Gorse and Broom**
Specification: aerial application helicopter chemical Tordon at 11 litres/ha application at \$80.00ha/hour.
3. **Ground Application: Spray Gorse and Broom**
Specification: ground application gun and hose chemical Tordon at 1 litres/400 litres water coverage of approximately 0.5ha/hour.
4. **Grader: Clearing Gorse and Broom**
Specification: use of grader to scrap of gorse and broom windrow into heaps and level surface. No work to be undertaken on river banks or within 20m of river channel. The follow up is considered maintenance work and will be at the farmers cost. This will involve rotary slashing of level ground regrowth and spraying windrow regrowth.
5. **Rootraking:**
To be carried out with a minimum of soil disturbance, vegetation to be windrowed or heaped in piles as directed by Regional Council staff.
6. **Maintenance:**
Follow-up of all operations above shall be allowed for. Suggested that the third season following initial work a repeat spray of up to 25% of the original area be allowed for.

Specification 14:

Fertiliser Application

Application proposed when associated with block spelling and grazing conditions.

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

Rate 75-125 kg/ha.

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

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

Specification 16

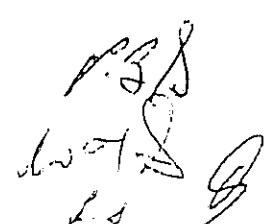
Browse shrub/Saltbush Establishment

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

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

A suitable residual herbicide is to be applied after planting.

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



Part IV Annual Works Programme 1990-1995

All prices quoted are net estimates based on 1990 dollar values exclusive of G.S.T.

Job No.	Work	Total Cost \$	Grant Rate %	Grant \$	Farmer's Cost \$
15 month programme to 30/6/91					
1.	Net Boundary Fence A-B 4.6 km 1/2 materials @ \$2,315/km 1/2 labour @ \$800/km	5,324 1,840	100 0	5,324 0	0 1,840
3.	Front Block Aerial Oat 300 ha @ \$21.50/ha	6,450	70	4,515	1,935
4.	Front Block Ground Oat 600 ha @ \$18.00/ha	10,800	70	7,560	3,240
5.	Pigshead Aerial Oat 300 ha @ \$21.50/ha	6,450	70	4,515	1,935
6.	Pigshead Ground Oat 320 ha @ \$18.00/ha	5,760	70	4,032	1,728
13.	Annual Works Inspection 1,767 ha @ \$0.5/ha	883	70	618	265
14.	Nightcount Monitoring 1,767 ha @ \$0.50/ha	884	70	618	266
	Subtotal	38,391		27,182	11,209
15.	Planning and Supervision @ 12% T.C. Grant Works (\$36,551)	4,386	100	4,386	0
	TOTAL FIRST YEAR	42,777		31,568	11,209

Second Year Programme to 30/6/92

7.	Front Block 1 Helicopter Pass 5 hours @ \$550/hour	2,750	70	1,925	825
8.	Front Block 4 Nightshooting Passes 30 mandays @ \$240/day	7,200	70	5,040	2,160
9.	Pigshead Block 1 Helicopter Pass 5 hours @ \$550/hour	2,750	70	1,925	825

10. Pigshead Block 4 Nightshooting passes 20 mandays @ \$240/day	4,800	70	3,360	1,440
11. Daywork 10 mandays @ \$240/day	2,400	70	1,680	720
12. Annual Works Inspection 1,767 ha @ \$0.5/ha	884	70	618	266
16. Nightcount Monitoring 1,767 ha @ \$0.5/ha	883	70	618	265
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Subtotal	21,667		15,166	6,501
17. Planning and Supervision @ 12% T.C. Grant Works	2,600	100	2,600	0
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TOTAL SECOND YEAR	24,267		17,766	6,501
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Third Year Programme to 30/6/93

2. Upgrade Netting Fence C-D Est 1.5 km Materials @ \$1,130/km Labour @ \$500/km	1,695 750	100 0	1,695 0	0 750
18. Renew Netting Boundary Fence A-E 1 km 1/2 Materials @ \$4,420/km 1/2 Labour @ \$200/km	2,210 1,000	100 0	2,210 0	0 1,000
19. Front Block 1 Helicopter Pass 5 hours @ \$550/hour	2,750	0	1,925	825
20. Front Block 4 Nightshooting Passes 30 mandays @ \$240/day	7,200	70	5,040	2,160
21. Pigshead Block 1 Helicopter Pass 5 hours @ \$550/hour	2,750	70	1,925	825
22. Pigshead Block 4 Nightshooting Passes 20 mandays @ \$240/day	4,800	70	3,360	1,440
23. Daywork 10 mandays @ \$240/day	2,400	70	1,680	720
24. Annual Works Inspection 1,767 ha @ \$0.5/ha	884	70	618	266

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25. Nightcount Monitoring 1,767 ha @ \$0.50/ha	883	70	618	265
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Subtotal	27,322		19,071	8,251
26. Planning and Supervision @ 12% T.C. Grant Works (\$26,572)	3,189	100	3,189	0
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TOTAL THIRD YEAR	30,511		22,260	8,251
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Fourth Year Programme to 30/6/94

27. Preparation Land for Forestry Tracking) Ripping) Spraying)	8,000	70	5,600	2,400
28. Front Block 1 Helicopter Pass 5 hrs @ \$550/hr	2,750	70	1,925	825
29. Front Block 4 Nightshooting Passes 30 mandays @ \$240/day	7,200	70	5,040	2,160
30. Pigshead Block 1 Helicopter Pass 5 horus @ \$550/hour	2,750	70	1,925	825
31. Pigshead Block 4 Nightshooting Passes 20 mandays @ \$240/day	4,800	70	3,360	1,440
32. Daywork 10 mandays @ \$240/day	2,400	70	6,180	720
33. Annual Works Inspection 1,767 ha @ \$0.5/ha	884	70	618	266
34. Nightcount Monitoring 1,767 ha @ \$0.5/ha	883	70	618	265
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Subtotal	29,667		20,766	8,901
35. Planning and Supervision @ 12% T.C. Grant Works	3,560	100	3,560	0
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TOTAL FOURTH YEAR	33,227		24,326	8,901
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Fifth Year Programme to 30/6/95

36.	Planting 25 ha Forestry Front Block Tracking) Ripping) @ \$664 Spraying)	16,600	70	11,620	4,980
37.	Front Block 1 Helicopter Pass 5 hrs @ \$550/hr	2,750	70	1,925	825
38.	Front Block 4 Nightshooting Passes 30 mandays @ \$240/day	7,200	70	5,040	2,160
39.	Pigshead Block 1 Helicopter Pass 5 hrs @ \$550/hour	2,750	70	1,925	825
40.	Pigshead Block 4 Nightshooting Passes 20 mandays @ \$240/day	4,800	70	3,360	1,440
41.	Daywork 10 mandays @ \$240/day	2,400	70	6,180	720
42.	Annual Works Inspection 1,767 ha @ \$0.5/ha	884	70	618	266
43.	Nightcount Monitoring 1,767 ha @ \$0.5/ha	883	70	618	265
	Subtotal	38,267		26,786	11,481
44.	Planning and Supervision @ 12% T.C. Grant Works	4,592	100	4,592	0
	TOTAL FIFTH YEAR	42,859		31,378	11,481

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Summary of Five Year Programme - 1990-1995

Year	Total Cost	Grant	Farmer Cost
1	42,777	31,568	11,209
2	24,267	17,766	6,501
3	30,511	22,260	8,251
4	32,277	24,326	8,901
5	42,859	31,378	11,481
Total	<u>173,641</u>	<u>127,298</u>	<u>46,343</u>

Planning and Supervision (ORC) \$18,327

NB* FUNDING

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

The property funding cap at approval is \$110,438 which will be subject to annual appropriation from government.

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P. B. J. A. & W. T. SANDERS "RIVERSIDE" PRESENT GRAZING MANAGEMENT																		
R & L M PLAN No 15																		
su/ha	PADDOCK NAME	HA AREA	Hgt		Eves		Prt Lamb		Shear		Wethers		C&B Weaning		Cull Drench		Crutch Weathers	
			MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL				
0.48	FRONT BLOCK	1200																
0.65	THREE KINGS (part rented)	529																
0.78	PIGS HEAD	567	1600 H															
1.10	□ DAN BLOCK	345		1600 ms Huggen														
2.96	□ 103 ACRE	130																
0.20	□ MIDDLE BLOCK	240																
0.15	□ SLANTY GULLY SUNNY SIDE	210																
1.60	□ SLANTY GULLY DARK SIDE	120	60	Reg	2-3 yrs		Cattle											
1.37	□ SLANTY PADDOCK	70																
2.0	□ KOGGET BLOCK	295		2200 W+2T			2200ms W + 2T											
3.6	□ JERRYS BLOCK	160				2200 W+2T												
1.5	□ TUPPING	216	2200 Ewes															
2.1	□ MEADOW FLAT	306																
1.6	□ SPEARGRASS	426																
0.7	□ SPEARGRASS FLATS	210																
3.1	□ RACE COURSE	9																
0.27	□ DARK SIDE 1000 ACRES	90																

* = A.O.S.T.D. * HIGH RABBIT PRONE BLOCK.

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



[Signature]

)
)
)
Chairman

[Signature]

Director

SIGNED by

[Signature]
[Signature]

PETER BERNIE SANDERS AND
WAYNE THOMAS SANDERS

[Signature]
in the presence of:

Witness: *[Signature]* J.P.

Occupation: TRAVEL CONSULTANT

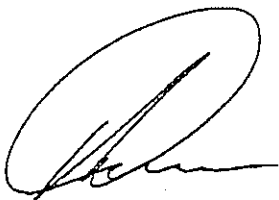
Address: 110 EASTNET ST.
ALEXANDRA.

CERTIFICATE AND APPLICATION FOR REGISTRATION

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

1. this agreement is a duplicate of the land improvement agreement made under Section 30(3) and 30A Soil Conservation and Rivers Control Act 1941 between the Otago Regional Council and Peter Bernie Sanders and Wayne Thomas Sanders of Alexandra called the Farmer
2. this agreement may be registered against the land described in the First Schedule of this agreement

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



R W Scott
Director of Corporate Services
Otago Regional Council

To; The District Land Registrar
Otago Land Registration District



Dated,

1992

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

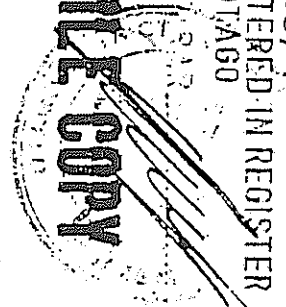
AND PETER BERNIE SANDERS
AND WAYNE THOMAS
SANDERS
of ALEXANDRA
(called "the Farmer")

LAND IMPROVEMENT AGREEMENT

MWP_0015823



FILE COPY



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PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
386/7

CDE 515 - Request Manual Copy

Document Type:	Information	Request Id:	15216
Reference Number:	794523.1	User Id:	jkirk
Land District:	Diago	Request Date:	03/03/2002 10:44:27
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Requested By:	JOHN KIRK	Status:	Pending
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Comments:	RIVERSIDE - MEMO RENEWING THE TERM OF THIS LEASE		
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Files:	<input type="button" value="OK"/> <input type="button" value="Cancel"/>		