

# **Crown Pastoral Land Tenure Review**

Lease name: SANDY POINT

Lease number: PO 350

# **Due Diligence Report** (including Status Report)

- Part 1

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.

**February** 

### DUE DILIGENCE REPORT - SANDY POINT CROWN PASTORAL LAND PRE TENURE REVIEW ASSESSMENT STANDARD 6

File Ref:	CON / 50231 / 09 / 12590 / A-ZNO	Report No:	Q V V 272	Report Date:	9 January 2002
Accredited Supplier	ABERCROMBIE & ASSOCIATES LTD	LINZ Case No:	TROZ/248	Date sent to LINZ	15/1/2002

#### RECOMMENDATIONS

- That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard:
- That the Commissioner of Crown Lands or his delegate note the following incomplete actions which require action by the Manager, Crown Property Management [or other party];

Details of incomplete actions requiring completion by the CCPO or other party:

Contact Energy is believed to have reached agreement with a former lessee to purchase part of the leased land but no compensation agreement exists to protect the agreement. Negotiations have been underway for some time to acquire the crown [lessors] interest. To date no agreement has been made. While conditional CCL approval has been given, differences of opinion remain over the quantum of compensation to be paid.

The lessee has accepted an invitation for the CCL to undertake a tenure review.

Signed by Sub-contractor:

David J Abercrombie

Nominated Person for Accredited Supplier

Signed by contractor:

**Barry Dench** 

Team Leader for Tenure Review Quotable Value [Valuations]

Approved / Declined

[pursuant to a delegation from the Commissioner of Crown Lands] by:

**GRANT KASPER WEBLEY** 

Date of decision: 741 1 / 02

#### 1 Details of lease:

Lease name:

Sandy Point

Location:

State Highway No 8A, Tarras

Lessee:

DJ&MHWilson

Tenure:

Pastoral lease of pastoral land pursuant to the Land

Act 1948.

Term:

33 years from 1 January 1961. The lease was renewed

for a further 33 years as at 1 January 1994

Annual rent:

\$1800.00

Rental value:

\$120 000.00

Date of next review:

1 January 2005

Land registry Folio Ref:

OT13A/121

[See copy at appendix 1]

Legal description:

Sections 1 - 7, SO Plan 22542, Sections 1 & 2, SO

Plan 21849 and Section 1, SO Plan 21850.

Area:

1797.8319 hectares

### 2 File Search

### Files held by accredited supplier on behalf of LINZ:

File reference	Volume	First folio numbe	er Date	Last folio numbe	er Date	
P 45	1	1	01/03/1910	267	29/09/1959	
[Previously kno	wn as SGR 594	then SGR 1035]				
P 45	11	268	28/01/1960	302	13/09/1961	
P266	F	1	21/10/1936	164	04/05/4062	
P266	1	165	06/05/1963	310	01/05/1963	
[Note: Part of Sandy Point was formerly included in Mt Grand and hence the above files have application]						
P 350	 	1	25/10/1983	145	13/05/1992	
1	er from P 266 ab	ove - le no volum	-			
Po 350 III		1	16/06/1992	54	18/11/1996	
P0 350		1	25/07/2000	36	06/08/2001	
[Also known as file CON/50213/09/12590/A-ZNO]						

### Other relevant files held by LINZ

File reference	Volume First folio number	Date	Last folio number	Date
Nil sourced.				

### Folios relating to uncompleted actions are:

File reference	Volume	Folio number	Date
P 350	11	145	13 May 1992
P 350	Ш	6	27 October 1992
P 350	Ш	46	21 April 1999
P 350	111	51	16 August 1999
CON/52213/09/12590	/A-ZNO	2	20 September 2000
CON/52213/09/12590	/A-ZNO	3	1 November 2000
CON/52213/09/12590	/A-ZNO	7	1 March 2001
CON/52213/09/12590	/A-ZNO	11	21 March 2001
CON/52213/09/12590	/A-ZNO	35	1 August 2001
CON/52213/09/12590/	/A-ZNO -	36	6 August 2001

For further details see Section 8 of this due diligence report.

### 3 Summary of lease document

#### Terms of lease

Lease number: P 350

Commencement date: 1 January 1994

Renewal instrument number: 884935 [See copy at appendix 2]

Lease stock limits: 1000 sheep

Memorandum of Variation Not applicable

#### Area adjustments

By certificate of alteration 875291 the land described as Sections 1 & 2,SO 21849 and Section 1, SO 21850 and comprising 4.3719 ha was incorporated in P 350 as recorded in register volume OT13A/121 - see details at appendix 3.

The total leased area by derivation is 1797.8319 ha.

#### **Registered interests**

SUBSTANTIAL INTEREST	SUMMARY	
Land improvement agreement pursuant to Soil Conservation and Rivers Control Act 1941 [814566]	See comment below	
Certificate of incorporation [875291	Amalgamating three portions of land - see comment above on area adjustments	
Memorandum of renewal [884935]	In accordance with provisions of lease agreement - see details at appendix 2.	
Memorandum of Transfer [506383.1]	To current lessees	
Mortgage to National Bank of NZ	Personal to lessee	

#### **Unregistered interests**

INTEREST	SUMMARY
Recreation permits	There is no record on file of any recreation permits over the lease
Unsecured debts	None known

### 4 Summarise any Government programmes approved for the lease:

A Land Improvement Agreement exists pursuant to Section 30A, Soil Conservation and Rivers Control Act 1941 [814566 - *see appendix 4*]. The agreement is in relation to works and land management practices to be carried out on the land concerned for the purposes of rabbit control and the conservation and protection of soil on the land. The agreement is between the lessee and the Otago Regional Council and is for a period from 1 April 1990 to 30 June 2010.

### 5 Summary of Land Status Report

The land the subject of this report is Crown Land subject to Pastoral Lease P 350 as certified by the Chief Surveyor, Dunedin.

A copy of the certified land status report is appended as Schedule A.

### 6 Review of topographical and cadastral data

Telecommunications facilities	Believed to be not applicable
Electricity transmission facilities	Believed to be not applicable
Historic places	Believed to be not applicable
Discrepancies between fenced and legal boundaries	The fenced boundary in common with adjoining freehold at the south west corner is angled within the leased land [approx 1.9 hectares is lost] - see file details at appendix 5.
Formed Roads	The various tracks do not follow a legal road alignment. State Highway 8A has recently been realigned and follows legal road.
Paper roads	Exist only in the northern portion.
Marginal strips	There are no marginal strips within the leased area.
Other [specify] - Airstrip in northwestern corner	The presumption is that the facility only exists for lessee use

[See copy of cadastral plan and topographical map at appendix 6]

### 7 Details of any neighbouring Crown or conservation land

In a clockwise manner the Crown [including land of the crown] or conservation land adjoining/adjacent to the land the subject of this report is:

#### Part Run 824

SITUATION	STATUS
North of leased land	Crown Land subject to Pastoral Lease - see register volume OT338/41.

#### Part Run 236 G

SITUATION	STATUS
East of leased land	Crown Land subject to Pastoral Lease 36 - see register volume OT338/67.

#### Run 236 J

SITUATION		STATUS
South of leased land	South of leased land	

#### Crown Land [Mining Reserve], situated in Block VII, Tarras SD

SITUATION	STATUS
West of leased land	Crown Land

### Crown Land, situated in Blocks VIII & X, Tarras SD - see SO 22542 [sheet 2 of 2]

	SITUATION	Andreas Andreas	STATUS	
Adjoining S leased land	Sections 1, 2,3, 6 & 7 SO 2	22542 of the		

### 8 Summarise any uncompleted actions or potential liabilities

Your attention is drawn to the following:

Contact Energy is believed to have reached agreement with a former lessee to purchase part of the leased land but no compensation agreement exists to protect the agreement. Negotiations have been underway for some time to acquire the crown [lessors] interest. To date no agreement has been made. While conditional CCL approval has been given, differences of opinion remain over the quantum of compensation to be paid - see details at appendix 7.

The lessee has accepted an invitation for the CCL to undertake a tenure review - see details at appendix 8.

#### **ATTACHMENTS**

Schedule A	Land status report
Appendix 1	Register volume copy of pastoral lease
Appendix 2	Memorandum of renewal of lease
Appendix 3	Copies of relevant registered instruments - Certificate of alteration [Area]
Appendix 4	Copies of relevant registered instruments - Land Improvement Agreement
Appendix 5	File search summary comprising copy of relevant supporting folio(s) referenced in this due diligence report  - Boundary fencing anomaly
Appendix 6	Cadastral plan and topographical map of pastoral lease
Appendix 7	File search summary comprising copy of relevant supporting folio(s) referenced in this due diligence report  - Contact energy negotiations
Appendix 8	File search summary comprising copy of relevant supporting folio(s) referenced in this due diligence report  - Land tenure review

# "RELEASED UNDER THE OFFICIAL INFORMATION ACT" ABERCROMBIE AND ASSOCIATES LIMITED

COPERTY MANAGERS AND CONSULTANTS

P O BOX 5056 MORAY PLACE DUNEDIN

C:\DATA\CONSULT\CLIENT\QVNZ\CONTRACT2002\CS Status Cert Sandy Point.wpd

This report has been prepared on the instructions of Crown Property Management, Land Information New Zealand, and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATE	IS REP	ORT		SANDY POINT	P 350	[LIPS Ref. 12590]	
Property	1	of	1		<del></del>		

Land District	Otago
Legal Description	Sections 1 - 7, SO Plan 22542, Sections 1 & 2, SO Plan 21849 and Section 1, SO Plan 21850.
Area	1797.8319 ha
Status	Crown Land subject to Pastoral Lease P350
Instrument of Lease	Reg Vol OT13A/121 registered in Land Transfer Office but not under Land Transfer Act
Encumbrances	814566 - Land Improvement Agreement
Mineral Ownership	Crown [see comment below]
Statute	Land Act 1948, Crown Pastoral Land Act 1998

	13 December, 2001
Accredited Supplier certification	As attached

Prepared by	David J Abercrombie
Crown Accredited Supplier	Abercrombie & Associates Ltd

Certified correct as to status:

Chief Surveyor

Land Information New Zealand, Dunedin

19/12/2001

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

Contact Energy is believed to have reached agreement with a former lessee to purchase part of the leased land but no compensation agreement exists to protect the agreement. Negotiations have been underway for some time to acquire the crown [lessors] interest. To date no agreement has been made. While conditional CCL approval has been given, differences of opinion remain over the quantum of-compensation to be paid.

The lessee has accepted an invitation for the CCL to undertake a tenure review.

### Research Data: Some items may not be applicable

SDI Print obtained	Yes [See attached]
NZMS 261 Ref	G 40
Local Authority	Central Otago District Council
Crown Acquisition Map	Yes To determine agreement for purchase from Ngai Tahu
SO Plan	1185, 1186, 1194, 1656, 21849, 21850, 22542 [See evidence attached]
Relevant Gazette Notices	875290/1 [Gaz 1993 page 3529] NOTE: For history of land see below [See evidence attached]
CT Reference / Lease Reference	Pastoral Lease P 350, Reg Vol OT13A/121 NOTE: For history of land see below [See evidence attached]
Legislation Cards	Yes - see history of land below [See evidence attached]
CLR	Yes [See evidence attached]
Allocation Maps [if applicable]	Not applicable
QVNZ Reference	28411/18300 and 29082/20100 Total area is shown as 1797.8319 ha which reconciles with the title area.
Crown Grant Maps	Yes - There are no references for the subject property

#### Research - continued

If Cro	wn land - Check Irrigation Maps.	Yes There	e are no references for the subject property
Minin	g Maps	Yes There	e are no current interests.
Other	Relevant Information		
a)	Concessions - Advice from DoC	a]	Nil [See evidence attached from DoC]
b]	Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998	b]	Only on divestment of freehold or a lease of fifty years or greater by LINZ as a Crown Body
c]	Mineral Ownership	c]	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition from Ngai Tahu by way of the Kemp Purchase.
dJ	Other Info		

#### History of ownership:

# Crown Land situated between Clutha River and Sections 5 and 6, Block VII, Tarras Survey District

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

No record of crown grants having been made.

Selected for lease and Misc Licence 1233 granted on 9 September 1925. Licence determined as at 29 February 1952 [see LSB decision of 7 October 1953 by case number 3912].

#### Map Railway [Crown Land]

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

Originally identified to be set aside for the then intended Otago Central Railway from Cromwell to Hawea [and possibly to the West Coast]. There is believed to be no record of the land crown grants having been made or the land even being leased.

While there is reference on SO 1194 to the land being railway reserve the railway was never constructed. Accordingly, the considered interpretation is for the land to have a status of crown land.

#### Run 236 F

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

No record of crown grants having been made.

Run 236 F selected for lease and SGR 594 granted on 1 March 1910 as recorded in register volume OT163/61 [original area of 4450 acres].

On expiry, SGR 1035 was granted on 1 March 1931 as recorded in register volume OT 251/55.

On surrender, Pastoral Lease P 45 granted on 1 March 1952 as recorded in register volume OT 338/66. However, on issue of the lease [see LSB decision of 7 October 1953 by case number 3912]:

An area of 200 acres of Run 236F was to be excluded and subsequently amalgamated with the land in Run 236G [Note: This was not actioned until after issue of the lease by X 16090 and the area reduced to 133 acres as set out below].

The area was increased by inclusion of a portion of Crown Land situated between Clutha River and Sections 5 and 6, Block VII, Tarras Survey District. This additional land comprising 87 acres was not properly defined on SO plans but is shown on the lease plan document.

The area was to be increased by inclusion of a portion of un-alienated [railway] Crown Land intersecting comprising 12 acres 2 roods. This was not actioned.

The total area eventually leased was 4537 acres [original area of 4450 acres plus crown land of 87 acres].

By X16090, 133 acres was surrendered [balance area of 4317 acres] and transferred to Deep Creek [P 36].

By new appellation 243109, the balance land was known as Part Run 236 F.

On surrender by 243696 of P 45, P266 was granted on 1 January 1961 as recorded in register volume OT A2/1206 [previously register volume OT450/97 but renumbered]. This lease incorporated land known as Mt Grand.

By new appellation 704859/2 the land comprising Part Run 236F and the Crown Land situated between Clutha River and Sections 5 and 6, Block VII, Tarras Survey District became described as Sections 1 - 7, SO Plan 22559 and with an area of 1793.46 ha.

On surrender of P266, Pastoral Lease P 350 was granted with effect as at 1 January 1961 as recorded in register volume 13A/121 [area of 1793.46 ha].

#### Sections 1 & 2,SO 21849 and Section 1, SO 21850.

Amongst other legalisation action, three portions of road concerned with this report were stopped by Gazette Notice 5012114.1 [Gazette 1993 page 3529 - NOTE: the notice wrongly refers to the land being in the Clutha District]. The land concerned is shown as legal road on the original crown subdivision of the land. The former road is considered to have remained vested in crown ownership following purchase from Ngai Tahu by the Kemp Purchase of 1848.

By new appellation 875290/2 the stopped road [deemed to be crown land as an action subsequent] was described as Sections 1 & 2, SO 21849.

By new appellation 875290/3 the stopped road [deemed to be crown land as an action subsequent] was described as Section 1, SO 21850.

By certificate of alteration 875291 the land [comprising 4.3719 ha] was incorporated in P 350 as recorded in register volume OT13A/121.

#### Combined land

The total leased area by derivation is 1797.8319 ha.

Status, description of land and area are now as indicated above.



### COMPUTER INTEREST REGISTER **UNDER LAND TRANSFER ACT 1952**



#### Search Copy

Identifier

OT13A/121

Land Registration District Otago

Date Registered

07 February 1990 11:04 am

#### **Prior References** OTA2/1206

Type

Lease under s82 Land Act 1948

Area

1797.8319 hectares more or less

Term

33 years commencing on 1st January 1961and renewing the term for a further period of 33 years commencing on 1.1.1994

Legal Description Section 1-7 Survey Office Plan 22542,

Section 1-2 Survey Office Plan 21849 and Section 1 Survey Office Plan 21850

#### **Proprietors**

Douglas John Wilson, Maria Helen Wilson and Russell Warren lbbotson

#### Interests

814566 Land Improvement Agreement under Section 30A Soil Conservation and Rivers Control Act 1941 - 21.9.1992 at 12.17 pm

884935 Memorandum renewing the term of the within lease and fixing (for the first 11 years) the annual rent at \$1,800 calculated on a rental value of \$120,000 - 23.6.1995 at 9.05 am

5109676.4 Mortgage to The National Bank of New Zealand Limited - 16.11.2001 at 9:31 am



### **COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952**

### **Historical Search Copy**



Identifier

OT13A/121

Land Registration District Otago

**Date Registered** 

07 February 1990 11:04 am

#### **Prior References**

OTA2/1206

Type

Lease under s82 Land Act 1948

Area

1797.8319 hectares more or less

Term

33 years commencing on 1st January 1961 and renewing the term for a further period of 33 years commencing on 1.1.1994

Legal Description Section 1-7 Survey Office Plan 22542, Section 1-2 Survey Office Plan 21849 and

Section 1 Survey Office Plan 21850

#### **Original Proprietors**

Douglas John Wilson and Maria Helen Wilson

#### Interests

760512.3 Mortgage to Lincoln University - 8.8.1990 at 10.12 am

760512.4 Mortgage to Reid Farmers Limited and Reid Farmers Finance (Otago) Limited - 8.8.1990 at 10.12 am

814566 Land Improvement Agreement under Section 30A Soil Conservation and Rivers Control Act 1941 - 21.9.1992 at 12.17 pm

884935 Memorandum renewing the term of the within lease and fixing (for the first 11 years) the annual rent at \$1,800 calculated on a rental value of \$120,000 - 23.6.1995 at 9.05 am

886441 Variation of Mortgage 760512.3 - 7.7.1995 at 10.51 am

976890 Variation of Mortgage 760512.3 - 18.10.1999 at 3.40 pm

5063831.1 Transfer to Douglas John Wilson, Maria Helen Wilson and Russell Warren Ibbotson - 25.7.2001 at 10:16 am

"RELEASED UNDER THE OFFICIAL INFORMATION ACT" NEW ZEA Entered in the Register-book, the 7th day of Fels " Ref. Vol. fol, 1206 1990, at 1604 o'clock EGISTER P350 L. & S. Ref. No. Arthur Resultation under Section 13. and Act. 14 pt Land Registrar.

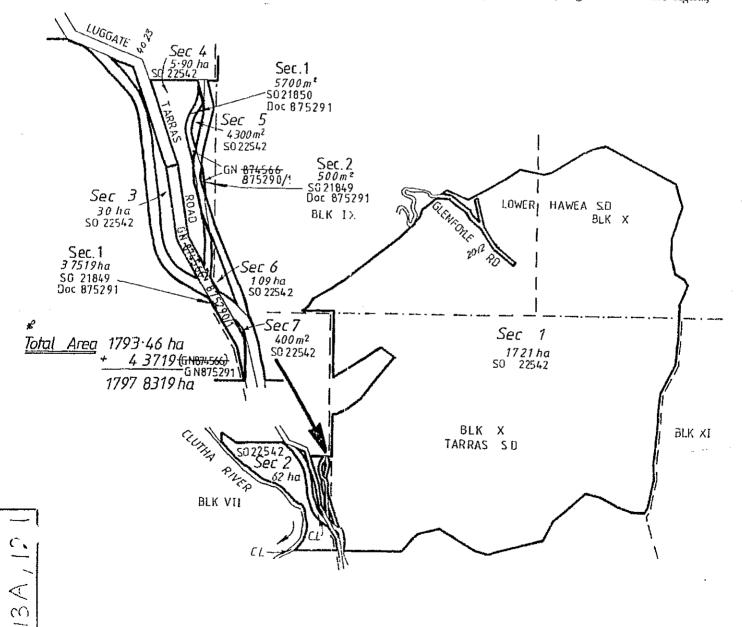
### Pastoral Lease under the Land Act 1948

issued pursuant to Section 93 of the Land Act 1948 on the subdivision of P266

This Beed, made the 21st day of November 19 83 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF NEW ZEALAND LIMITED a company incorporated under the Joint Stock Companies Act 1860 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 and 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 that parcel of land containing by estimation 1793.46 Hectares more or less, situated in the Land District of , and being Sections 1 2 3 4 5 6 and 7 SO 22542

as the same is more particularly delineated with bold black lines on the plan hereon; together with the rights,



Register copy for L. & D. 49, 71, 72

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

### CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

#### I, ROBERT PAUL WOODHOUSE

of Dunedin

, Property Officer

#### HEREBY CERTIFY -

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

AUCKLAND (North Auckland Registry) and there numbered B678573
BLEWHEIM (Marlborough Registry) and there numbered 136439
CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2
DUNEDIN (Otago Registry) and there numbered 681189/1
GISBORNE (Poverty Bay Registry) and there numbered 167089.2
HAMILTON (South Auckland Registry) and there numbered H734177
HOKITIKA (Westland Registry) and there numbered 076748
INVERCARGILL (Southland Registry) and there numbered 141782
NAPIER (Hawkes Bay Registry) and there numbered 478751.2
NELSON (Nelson 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.

- 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 <u>LAND CORPORATION LIMITED</u> or otherwise.

SIGNED at DUNEDIN
this 3.01 day of January
1990

(R)

caspeteral sand under the Official information and the said premises intended to be hereby demised unto the Lessee for the fifth of 33 years, commencing on the 1st day of January 1961, together with period between the date of this lease and the aforestid Ist day of January 1961, together with period between the date of this lease and the aforestid Ist day of Hy , YIELDING and payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in cach and every par during he said period of 11-years, and for the next two-successive-periods of 11-years of the failt term a rent-determined in respect of each of these periods in the minner provided in Section 66 (4A) of the Land Act 1948.

AND that paying in respect of the improvements specified in the Schedule hereto the same of \$ (which has already been paid) and therefore the same of \$ (which has already been paid) and therefore fully in each and every year.

AND the Lessee doth hereby covenant with the Lessor as follows:

- 1. That without derogating from or restricting the covenants contained and implied in this lease and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the land hereby demised more than 1000 sheep which number-shall not include more than breeding cows provided 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.
- 2. That the Lessee will at all times farm the land hereby demised in a manner to promote soil conservation and prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1941.

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

Jest Service and other authorised persons 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 Service is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers, employees, and other authorised persons in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pastoral and under Section 66 of 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 OF IMPROVEMENTS BITONGING TO THE CROWN

NIL

IN-WITNESS whereof the Commissioner of Grown Lands for the said Land District, on Ichalf of the Lessor, has hereunto set his hand, and these presents have also been signed by the said Lessoe.

Signed by the said Commissioner on behalf of the Lessor, in the	<b>B</b> • )	
Witness:	ļ	
<del>Occupation</del> .	ĺ	Communoner of Grown-Lands
Addressy		
Signed by the above-named Lessee, in the presence of	)	
tvztness**		
Occupation:	Ì	<del>Žence</del>
Address:		

62274J-86PTK

"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 LAND CORPORATION LIMITED Registrar as No. 681189/2 by by its Autorney REGISTER LAND CORPORATION LIMITED by its Attorney ROBERT PAUL WOODHOUSE in the presence of: Witness: Occupation: Property Officer Theretwood Address: Weck THE COMMON SEAL of THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF THE NEW ZEALAND LIMITED was hereunto affixed as Lessee in the presence. CEMMON SEAL CF AUTHORISED SIGNATORY 760512/2 Transfer to Douglas John Wilson of Hakataramea farmer and 428217 Land Improvement Agreement Maria Helen Wılson hıs wıfe under SalbiscHARGED(3) and 30A of the 8.8.1990 at 10.12 am Conset 5NOV1994 doct Rivers Control 760512/3 Mortgage to Leslie John Struthers and Lola June Struthers ALR - 8.8.1990 at 10.12 am 535149/1 Mortgoge Hot The Rural F. 8 AGG 1290 Co poration of A.L.R. Banking and 760512/4 Mortgage to Reid Farmers Limited and Reid Farmers Finance (Otago) Limited - 8.8.1990 at 10.12 am 553306 Land Improvement Agreement 764760 Transmission of Mortgage 760512/3 to The Trustees Executors and Agency Company of New Zealand Limited -under the Soil Conser 27 MOV-1995 Control Act 1941-24 188 WAR 5.10.1990 at 9.10 am

-over-

A.L.R.

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

81456 and Improvement Agreement under Section 30a of the Soil Conservation and Rivers Control Act 1941 - 21.9.1992 at 1.2.17pm

MAL.R.

839935 Transfer of Mortgage 760512/3 to Lincoln University - 6.10.1993 at 9.25am

A.I.R

875291 Certificate of Alteration incorporating in the within lease <u>Sections</u>
1 and 2 SO Plan 21849 and Section 1 SO Plan 21850 (4.3719ha) - 8.2.1995 at 11.41am

A/L.R.

0/5290/? Gazette Notice declaring:

- (1) that parts of the Crown Land adjoining the within land marked 'D' (9850m²) and 'F' (700m²) on SO Plan 21849 and 'I' on SO Plan 21850 (7340m²) to be set apart for road which shall form part of State Highway No. 8A and shall yest in the Crown on the 25th of November 1993 and
- (11) that parts of the road adjoining the within land marked 'H' (5700m²) and 'N' (2.7694 ha) on SO Plan 21850 and 'A' (3.2619ha) 'E' (4900m²) and 'G' (500m²) on SO Plan 21849 to be stopped 8.2.1995 at 11.40am

within land formerly marked 'A', 'E' and 'G' on SO Plan 21849 are now known as Sections 1 (3.7519ha) and 2 (500m²) SO Plan 21849 - 8.2.1995 at 11.40am See New Appellation 875290/?

Parts of the stopped road adjoining the within land formerly marked 'H' and 'N' on SO Plan 21850 are now known as Sections 1 (5700m²) and 2 (2.7694ha) 30 Plan 21850 - 8.2.1995 at 11.40am See New Appellation 875290/3

A/L.R.

884935 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1.1.1994 and fixing (for the first 11 years) the annual rent at \$1.800 calculated on a rental value of \$120,000 - 23.6.1995 at 9.05 am

ALL.R.

886441 Variation of Mortgage 760512/3 - 7.7.1995 at 10.51am

A.L.R.

976890 Variation of Mortgage 760512.3 18.10.1999 at 3.40

ر بی از ایران

for RGL

PARTICULAR N. RIDAN (EGISTAR)
PARTIC

# MEMORANDUM OF RENEWAL AND VARIATION OF PASTORAL LEASE

IN THE MATTER of the Land Act 1948

#### AND

IN THE MATTER of Pastoral Lease No P350 registered in Volume 13A Folio 121 Otago District Land Registry from HER MAJESTY THE QUEEN to DOUGLAS JOHN WILSON AND MARIA HELEN WILSON.

Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned (1) lease registered in Volume 13A Folio 121 Otago Land Registry is renewed for a term of 33 years commencing on the 1st day of January 1994. The covenant to pay rent and the rental value contained in the lease is hereby varied by deleting the said covenant and substituting the following:

> Yielding and paying therefore for the first 11 years of the said term unto the Landcorp Property Limited at Alexandra the annual rent of \$1,800.00 plus GST calculated on a rental value of \$120,000.00 payable without demand by equal half yearly payments in advance on the first day of January and the first day of July in each and every year during the said period of 11 years and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 132A of the Land Act 1948.

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 have hereunto subscribed their names this
IN WITNESS WHEREOF the parties have hereunto subscribed their names this
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SIGNED for and on behalf of HER MAJESTY
THE QUEEN by the Commissioner of Crown /
1.90ds in the presence of:
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Commissioner of Crown Lands
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SIGNED by the Lessee
in the presence of:
Lessee
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SIGNED by the Lessee )
MARIA HELEN WILSON )
n the presence of:  A thickness  Terror
Lessee
Vitness:
Occupation
address.

#### MEMORANDUM OF RENEWAL OF PASTORAL LEASE

Particulars entered in the Register as shown herein on the date and at the time stamped below.

HER MAJESTY THE QUEEN

Lessor

District/Assistant Land Registrar of Otago

DOUGLAS JOHN WILSON MARIA HELEN WILSON

Lessee

LANDCORP PROPERTY LIMITED ALEXANDRA

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Country	New Zealand		
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# "RELEASED UNDER SECTION 113, LAND ACT 1948

INTHE MATTER of the Land Transfer Act 1952, and the Land Act 1948,

and

IN THE MATTER of lease/licence from HER MAJESTY THE QUEEN to DOUGLAS JOHN WILSON of Hakataramea Farmer and MARIA HELEN WILSON his wife.

registered in register book

Vol 13A

, folio 121

Otago

Land Registry.

# This is to certify

that with effect on 1 June 1994 the land described in the schedule hereto is incorporated into the aforesaid lease with no alteration to the rental value or stock limitation.

#### SCHEDULE

Section 1 SO 21850 and Sections 1 and 2 SO 21849 containing by admeasurement 4.3719 hectares more or less.

As witness my hand, this ...... day of ...... day of ...... .. 19.9.4 Commissioner of Crown Lands.

## **CERTIFICATE OF ALTERATION**

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

HER MAJESTY THE QUEEN { Lessor. Licensor.

JOUGLAS JOHN WILSON

MARIA HELEN WILSON { Lessee. Licensee.

PARTICULARS entered in the Register on the date and at the time recorded below.

District Assistant Land Registrar of the District of



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#### LAND IMPROVEMENT AGREEMENT

This agreement is made the

15/

day of 50 1992

BETWEEN

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

(caneo

DOUGLAS JOHN WILSON AND MARIA HELEN WILSON OF TARRAS (called "the Farmer")

#### WHEREAS

AND

- (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:
  - 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 the payment to the Council by the Crown of money necessary for the Council to make the grants payable by the Council under the plan.
- (xi) The Ministry of Agriculture and Fisheries ("MAF") is responsible for implementing monitoring and overseeing the Rabbit and Land Management Programme for the Otago Region on behalf of the Crown.
- (xii) The plan has been approved by the Ministry of Agriculture and Fisheries.
- (xiii) The parties wish to record their agreement in writing.

#### IT IS AGREED:

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

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#### 2. The Farmers Obligations

- 2.1 The Farmer shall:
  - 1. implement the plan
  - 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
  - make on demand the payments to be made by the Farmer under the plan
- 2.2 The Farmer shall carry out his obligations according to the specifications in the plan.
- 3. The Councils Obligations
- 3.1 The Council shall:
  - 1. carry out any works in the plan to be undertaken by the Council
  - 2. make the grants to be paid by the Council under the plan
  - provide the Farmer with technical advice and assistance until 30 June 1995 (any technical advice and
    assistance and monitoring after that date shall be on terms and conditions to be agreed by the Council
    and the Farmer).
- 3.2 The Council shall carry out its obligations in accordance with the specifications in the plan.
- 4. Grants
- 4.1 Subject to 4.3 grants shall be paid by the Council at the percentage rates set out in the plan.
- 4.2 Any dollar figures (other than the property cap) shown in the plan are illustrative only and not binding on the Council or the Farmer.
- 4.3 The grant payable by the Council shall not exceed (in dollars) the property cap set out in the plan. If further funds become available from the Crown, the Council may in its discretion make additional grants on the same terms and conditions that are set in this agreement and the plan.
- 5. Financial Records
- 5.1 The Council shall open and operate a property account to record all transactions for implementation of the plan and send quarterly statements to the Farmer.
- 6. Information
- 6.1 The Farmer shall, on request, supply any information requested by the Council on:
  - 1. implementation of the plan
  - 2. execution of the works described in the plan
  - 3. maintenance of the works
  - the Farmers land management practices
  - pest and noxious plant levels on the land
  - rabbit control or eradication measures undertaken by the Farmer
  - the costs of implementing the plan
  - the costs of undertaking further or additional rabbit control or eradication measures
  - the costs and benefits of the plan

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#### 7. Right of Entry

- 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:
  - inspect the land
  - monitor the implementation of the plan
  - 3. evaluate the success of the plan
  - 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

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

#### 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.
- 7.3 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
- It is the Farmer's responsibility to prevent rabbit populations increasing and maintain rabbit control and eradication measures after 30 June 1995. If the Farmer fails to prevent rabbit populations increasing or fails to maintain rabbit control or eradication measures after that date Council reserves the right to exercise its powers under the Agricultural Pest Destruction Act 1967, the Noxious Plants Act 1978, the Rating Powers Act 1988 and any other legislation administered by the Council. In particular (but without limiting the Councils powers) the Council may enter the land and carry out rabbit control or eradication measures, works, or maintenance of works, make and levy rates and recover any costs incurred by the Council from the Farmer.
- 11. Default by the Farmer
- If the Farmer breaches this agreement and the breach is capable of being remedied then the Council shall serve a written notice on the Farmer describing the breach and requiring the Farmer to remedy the breach within the time specified in the notice.
- The time given to remedy the breach shall be a reasonable time having regard to the nature and effect of the breach and the means by which the breach can be remedied.

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- 11.3 If the breach cannot be remedied the Council shall give notice of the breach to the Farmer.
- If the Farmer fails to remedy the breach within the time specified in the notice or if the breach is incapable of remedy the Farmer shall, upon demand, pay to the Council the amount of the grant actually paid by the Council under the plan to the date of demand by the Council under this agreement or such lesser sum as the Council decides should be repaid to the Council.
- The amount recoverable by the Council under the preceding subclause shall be a reasonable sum having regard to the nature and effect of the breach.
- 11.6 If the Farmer is dissatisfied with
  - 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.
- 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
- 3.1 Notices may be served on the Council by being delivered to the Council's principal office.
- 13.2 Notices may be served on the Farmer either
  - 1. personally; or
  - by post; a notice sent by post shall be deemed to be served on the Farmer on the 7th day after posting
    unless the contrary is proved. It is sufficient that the notice be addressed to the Farmer's last known
    address or to the address of the land.
- 14. Enforcement
- 14.1 This agreement is a land improvement agreement under Sections 30(3) and 30A of the Soil Conservation and Rivers Control Act 1941.
- 14.2 All the provisions of those Sections shall apply to this agreement.
- 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.
- 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.
- 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
  - any trees already planted shall not be removed without the Council's written consent before 30 June 3. 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
- 18, MAF's Rights
- The rights, powers and immunities conferred on MAF by clauses 7, 8, 13 and 16 of this agreement are 18.1 "benefits" and MAF is "a beneficiary" for the purposes of the contracts (Privity) Act 1982.
- MAF may enforce those provisions as if it were a party to this agreement in accordance with the terms of this 18.2 agreement and the provisions of the Contracts (Privity) Act 1982.
- 19. Interpretation
- 19.1 "Council" includes its officers, employees, agents and independent contractors.
- "Farmer" includes any person acquiring the Farmer's interest in the land; and includes any guarantor. 19.2
- 19.3 "Grant" means the money payable by the Council under the plan.
- "Guarantor" means the person or persons who sign the guarantee annexed and if more than one, both or either 19.4 of those persons.
- 19.5 "Land management" includes:
  - adhering to specific livestock levels
  - 2. using particular feed production techniques
  - using particular livestock types and breeds
  - implementing specific grazing programmes
  - 5. supplying livestock with specified feed

retiring land from use by livestock

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- 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.
- "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
  - aerial and ground poisoning or shooting
  - 2. fumigation
  - 3. trapping
  - 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
  - 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. 44 a copy of which maybe inspected at the Otago Regional Council office, 70 Stafford Street, Dunedin.

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#### Schedule 1

### Legal Description

Freehold		
C.T. 10A/632	Sections 54 and 55 Block VII Tarras Survey District.	75.961ha
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Freehold		
C.T. 13B/502	Sections 12 and 43 Block VII and Section 4 Block X	96,4948ha
1	Tarras Survey District.	
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Freehold		
C.T. 13B/503	Sections 6 and 42 Block VII Tarras Survey District.	75.9696ha
√		/
Pastoral Lease		•
C.T. 13A/121	Sections 1,2,3,4,5,6, and 7 SO 22542	1793.46ha
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### Schedule 2

## Part I Programme Works Summary

## Programme Aims:

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

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

### Programme:

The programme must be kept flexible due to :-

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

#### 1. Programme Summary

## Rabbit Netting Programme that:

- Isolates the property from adjoining high prone and by Netting existing boundary fences (Job 1, A-B 1.35km netting boundary fence)
- Isolates the paddocks and shady country from sunny high rabbit infested areas.

(Job 2, C-D 3.4km netting existing fences) (Job 7, E-F .9km netting and new fence) (Job 8, G-H 1.1km netting existing fence)

(Job 15, K-L .76km netting existing fence) (Job 16, M-N 1.33km netting new fence)

(Job 25 .7km netting Scree boundary)

These works will isolate the prone sunny faces and give 2 new compartments where adequate primary and secondary control can take place.

## 1.2 Vegetation Habitat Removal:

In the Horseshoe Bend block exists three bad briar infestations. These require eradication and each zone is to be sprayed separately through the first three years. No grant assistance is available for same, allocations already having been absorbed. These works are essential to assist secondary control operations.

## 1.3 Primary and Secondary Control Operations:

The successful kills, some two years previously, now allows for a Secondary Control policy in order that the poisoning span can be increased. The predominant emphasis being Helicopter pass control year 1 and 2 with major poisoning (Primary Control) in year 3. Helicopter operations have been judged to be the most suitable method for the cover and terrain. Manpower operations may be substituted where it is deemed to be more appropriate. The small Scree Block, 4 hectares is to be poisoned in year 2. In the final years of the programme, 4 and 5, further manpower operations will take place through the use of the helicopter. A furnigant will be supplied to landowners to ensure follow up poisoning takes place throughout the programme.

The overall thrust of the programme is as follows:

isolation of rabbit prone areas (a)

- prevention of rabbit movement from poor feeding grounds to high quality feed (b)
- A lengthening of the poisoning programme to ensure non neophobia within rabbit (c) populations.
- Through controls, an emphasis on cover enhancement of denuded sunny aspects. (d)

Noxious Plants control to negate rabbit harbouring.

Includes Job Nos 4, 5, 10, 11, 12, 13, 17, 18, 19, 22, 23, 24, 27, 28 and 29.

#### 2. General

- 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.
- 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.

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- 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 \$ 13,188.
- 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:

1. In total the high rabbit prone zone represents 7.4% of the total area farmed. Its limited use and strategic importance must be looked at to determine if overall stock carried requires reduction. The emphasis in this programme is to improve the cover on both blocks at certain instances in order to give good vegetative cover in early spring and allow adequate seed set in late summer-early autumn. Reduction in overall limit is of Secondary importance as the balance of the run will carry current stock levels comfortably. Change to above recommended grazing, will aim to secure a better vegetative cover and it is this that needs to be the primary aim of the programme.

Current stock levels and limitation assessed as conservative and judged as being compatible with long term land management and pest control purposes.

The effected Blocks under the Plan, Horseshoe Bend and Broad Gully are strategically used in the farming system. Early to mid-winter grazing takes place on these blocks by ewes before moving to the flats for winter feeding. In early spring both blocks are set stocked for lambing. Currently 200 ewes on Horseshoe Bend and 260 on Broad Gully. No major criticism can be made of the current management system but at the completion of the programme the rabbit prone blocks will have the following agreed grazing patterns and levels applied.

Horseshoe Bend Block has a current Landcorp grazing limitation of 76 s.u./annum. The grazing chart identifies a carrying capacity of 90 s.u./annum. This new limit is acceptable by all parties and is now to be set in place. Landcorp will alter their current block limitation in accordance with the above. Emphasis being to restrict spring grazing with ewes and lambs at foot currently 200 ewes for 6 weeks.

Broad Gully (Sunny Aspect)

Once the fences are completed on Broad Gully (Sunny Aspect) the plan will set in place the following limitation. 175 ewes for 4 weeks from (mid September until mid October). Area to be spelled for balance of year although a light winter grazing can be taken in good growth seasons.

## Poison Year (Year 3)

In the year of poison the Broad Gully (Sunny Aspect) will be spelled from the end of July until the end of February.

Horseshoe Bend Block will be spelled from the end of July until late October. Early spring grazing with ewes and lambs is allowable until beginning of December but must be spelled from then until the end of February.

The above spelling pattern and levels will enable the depleted blocks to regain and maintain the vigour of their grassland cover to achieve satisfactory protection.

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

## Part III Various Specifications

## Specification 1 - Operational Commencement Criteria

## Primary and Secondary Control

- Specifications for all primary and secondary control operations shall be determined in 1. consultation with the Council's Pest Services Manager or delegate and the Farmer.
- Bait acceptance: No operation shall be commenced for poisoning without satisfactory bait 2. 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  $1^5/8$ " 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

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

individual basis.

Netting Existing Fences

- Fences must have, or be upgraded to, a driven upright every 5m with sufficient posts, strainers, stays and tiedowns to constitute a sound structure.

- 40" (1,016mm) x 1 5/8" diamond x 17 or 18 gauge wire rabbit netting to be securely fastened by clips or wire at 0.5m spacings and on either side of each upright to 3 wires, one of which is the bottom wire of the fence. An apron of netting with a minimum of 8" (200mm) to be either ploughed in or securely rocked and pegged toward the uphill or rabbit pressure of the fence.

All gates to be silled and rabbit secured.

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

Upgrading Existing Netting

- Existing netting fences must be brought up to a standard similar to new netting fences, with uprights at a minimum of 5m. Netting should be a minimum of 30" (750mm) above ground, with an apron of 8" (200mm).

Uprights for extra support to be driven where required.

- Rusted and broken wires to be renewed.

- Either full or ½ netting attached to replace unsatisfactory sections of netting. Netting may need to be secured on opposite side of fence to existing netting.

The ground apron of netting to be ploughed, rocked or pegged as required.

All gates to be silled and rabbit secured.

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

Netting Electric Fences

- Existing fences post, insultimber droppers and 4 wires.

Fence will require upgrading through; I additional wire, waratahs driven and attached to insultimber.

### Specification 3

Access Tracking

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

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

#### 1. Grade

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

#### 2. Width

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

#### 3. Batters

Where possible, the uphill batters shall be sloped back or struck off to a stable gradient to minimise slumping and to allow grassing down. Batter slopes shall generally not exceed 350 except in hard rock.

### 4. Water Tables

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

## 5. Stream Crossings

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

6. Culverts and Cutoffs (other than crossings)

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

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

7. Revegetation

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

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

### Specification 4

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

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

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

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

abour 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.

D.J.W.

Helicopter Applications: Spray Gorse and Broom

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

\$80.00ha/hour.

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.

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.

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.

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.

ate 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  $4 \times 3$  metre spacings or  $4 \times 2.5$  metres (830/ha);  $5 \times 3$  metres (670/ha) or  $5 \times 2.5$  (800/ha).

A suitable residual herbicide is to be applied after planting.

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

Part IV Annual Works Programme

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

					110 01 001,	
JO	OB NO.	WORK	TOTAL COST	GRANT RATE	GRANT	FARMER COST
	Month Prog	ramme to 30-6-91	\$	%	\$	<b>.</b> \$
1.	Material	Existing Bndry Fence A-B 1.35km is @ \$2315/km (1/2 cost) @ \$800/km	2343 560	100 0	234 <b>3</b> 0	0 560
2.	Material	Existing Fence C-D 3.4km s	7894 2728	100 0	7894 0	0 2728
3.	Spraying	-Area"X" 3.1/ha	675	0	0	675
4.	Helicopa 2.8hrs @	er 1 pass (141 hectares) \$500/hr	1404 	70	983	421
5.	Fumigan	t Supply	100	70	70	30
	Subtotal	- -	15704		11290	4414
6.	T.C. Gran	& Supervision @ 12% nt Works (\$11742.)	1409	100	1409	0
	TOTAL	FIRST YEAR	17113		12699	4414
7.	Netting & Materials Labour	examme to 30-6-92 New Fence E-F .90km @ \$4420/km @ \$2000/km	3978 1800	100 0	3978 0	0 1800
8.	Materials	xisting Fence G-H 1.1km @ \$2315/km @ \$ 800/km	2546 880	100	2546 0	0 880
9.	Spraying a	Area "Y" 2.75ha	600	0	0	600
10.	Manpowe (1 Man da	r 8hrs @ \$15/hr y)	120	70	85	3 <b>5</b>
11,	Helicopter 2.8hrs @ 5	1 pass (141 hectares) 5500/hr	1404	70	983	421
12.	Poison Scr	ee Block	500	70	3 <i>5</i> 0	150
13.	Fumigant !	Supply	100	70	70	30
	Subtotal	·	11928		8012	3916
14.	Grant Worl	•	1038	100	1038	0
	TOTAL S	ECOND YEAR	12966		9050	3916
Third 15.	Year Progra Netting Exi Materials @ Labour @\$	<u>mme to 30-5-93</u> sting Fence K-L .76km 9\$2315/km 800/km	1760 320	0 0	0 0	1760 320

240.

77	OB NO. WORK				
	ob no. work	TOTAL COST \$	GRANT RATE %	GRANT \$	FARMER COST \$
16	<ol> <li>Netting &amp; New Fence Job M-N 1.33km Materials @\$4420/km Labour @\$2000/km</li> </ol>	5878 2660	0	0	5878 2660
17	7. Poison Year 3 Whole Area 141ha @ \$28/ha	3948	· 70_	2763	1184
18	3. Manpower 8hrs @ \$15/hr (1 Man day)	120	70	85	35
19	. Fumigant Supply	100	70	70	30
20	. Spraying Area" Z" 4.3ha	950	Q	0	950
	Subtotal	15736		2918	12817
21.	Planning & Supervision @ 12% T.C. Grant Works (\$4168)	488	100	488	0
	TOTAL THIRD YEAR	16224		3406	12817
For 22.	urth Year Programme to 30-6-94				
	Helicopter 1 pass (141 hectares) 2.8hrs @ \$500/hr	1404	70	983	421
23.	Fumigant Supply	100	70	70	30
24,	Manpower" Scree Block" 1 Man day @ \$15/hr	120	70	85	35
25.	Netting Boundary 1/2 share .7km Materials @ \$2315/km 1/2 cost Labour @ \$800/km 1/2 cost	810 280	0 0	0	810 280
	Subtotai	2714		1138	1576
26.	Planning & Supervision @ 12% T.C. Grant Works (\$1624)	195	100	195	0
TOT	TAL FOURTH YEAR	2909		1333	1576
Fifth	Year Programme to 30-6-95				
27.	Helicopter 1 pass (141 hectares) 2.8hrs @ \$500/hr	1404	70	983	421
28.	Fumigant Supply	.100	70	70	30
29.	Manpower 8hrs @ \$15/hr (1 Man day)	120	70	85	35
	Subtotal	1624	<del></del>	1138	486
30.	Planning & Supervision @ 12% T.C. Grant Works (\$1624)	195	100	195	0
	TOTAL FIFTH YEAR	1819		1333	486



## SUMMARY OF FIVE YEAR PROGRAMME

YEAR	TOTAL COST	GRANT	FARMERS COST
1	17113	12699	4414
2	12966	9050	3916
3	16224	3406	12818
4	2909	1333	1596
5	1819	1333	486
TOTAL	51031	27821	23210

## TOTAL GRANT WORKS 1990-1995

WORK	EST COST GRANT	GRANT RATE	
Netting Existing Bndry Fence A-B 1.35km Aaterials @ \$2315/km (1/2 cost)	2343	100	2343
Netting Existing Fence C-D 3.4km Materials @ \$2315/km	7894	100	7894
Helicopter 1 pass (141 hectares)	1404	70	983
Furnigant Supply	100	100	70
Netting & New Fence E-F .90km Materials @ \$4420/km	3978	100	3978
Netting Existing Fence G-I 1.1km Materials @ \$2315/km	2546	100	2546
Manpower 8 hours @ \$15/hr 1 Man day	120	70	85
Helicopter I pass (141 hectares) 2.8hrs @ \$500/hr	1404	70	983
Poison "Scree Blk"	<b>5</b> 00	70	350
Furnigant Supply	100	70	70
Poison Year 3 Whole Area 141ha @ \$28/ha	3948	70	2763
Manpower 8hrs @ \$15/hr 1 Man day	120	70	85

Furnigant Supply	100	70	70
Helicopter 1 pass (141 hectares) 2.8hrs @ \$500/hr	1404	70	983
Furnigant & Supply	100	70	70
Manpower "Scree Blk" 8hrs @ \$15/hr 1 Man day	120	70	. 85
Helicopter 1 pass 141 hectares 2.8hrs @ \$500/hr	1404	70	983
Fumigant Supply	100	70	70
Manpower 8hrs @ \$15/hr 1 Man day	120	70	8 <i>5</i>
Planning & Supervision @ 12% T.C. Grant Works	3325	100	3325
TOTAL	31130		27821

## 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 \$13,188 which will be subject to annual appropriation from government.

Specific formal approval is given for grant of \$19,302 towards RLM plan works to 30 June 1992. MAF recognises that this amount exceeds the property cap.

THE COMMON SEAL of THE OTAGO REGIONAL COUNCIL was attached in the presence of:	COREGIONAL COUNTY
h seanland	Chairman
SIGNED by Douglas John Wilson And Maria Helen Wilson of Tarras  White wife and	) 
in the presence of:	)
Witness: Colin 5. KANE	
Occupation: FARMER	

Address: <u>FRANDIEN</u> NO 3RO CRONWELL

# CERTIFICATE AND APPLICATION FOR REGISTRATION

- I, RUSSELL WAYNE SCOTT of Dunedin, Director of Corporate Services of the Otago Regional Council certify:
- this agreement is a duplicate of the land improvement agreement made under Section 30(3) and 30A Soil Conservation and Rivers Control Act 1941 between the Otago Regional Council and Douglas John Wilson And Maria Helen Wilson of Tarras called the Farmer
- 2. this agreement may be registered against the land described in the First Schedule of this agreement

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

R W Scott

Director of Corporate Services

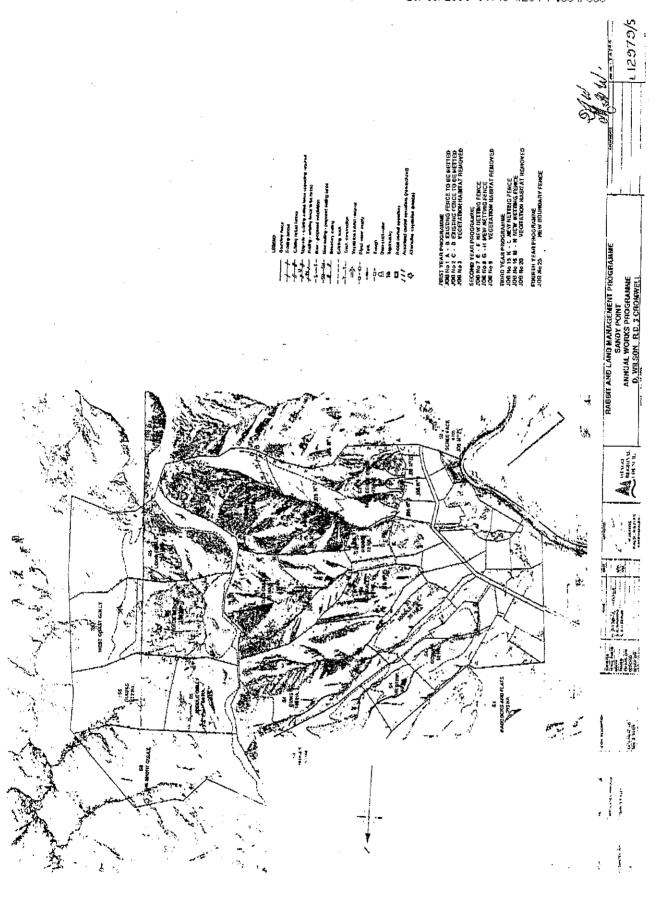
Otago Regional Council

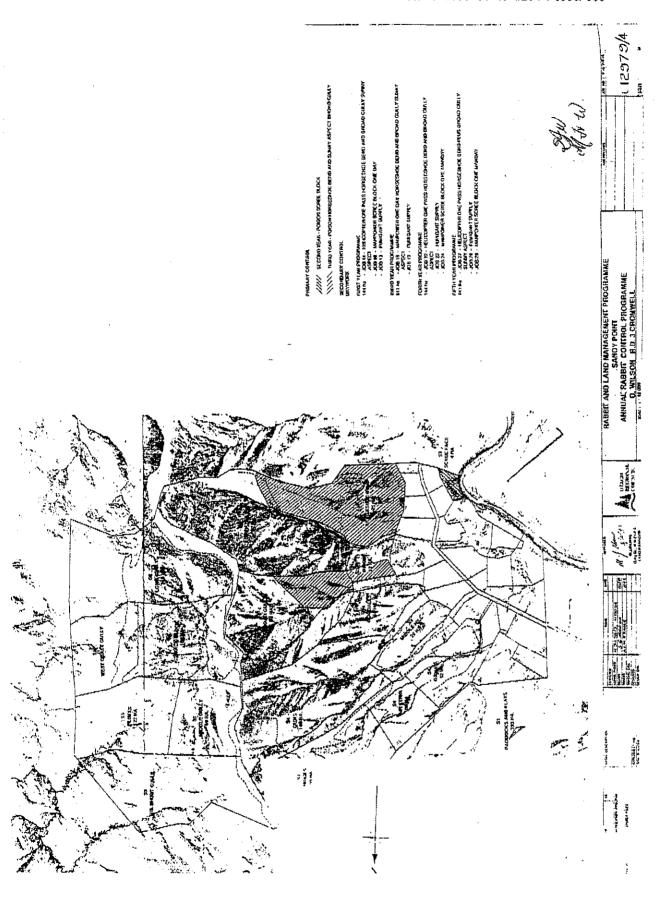
To; The District Land Registrar
Otago Land Registration District.

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LAND IMPR	OVEM	ENT AGREE	MENT

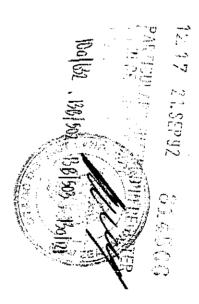
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Head Office
192-196 Costle Street
Private Bag 1961, Dunedin
New Zealand
Telephone 03-477 4520
Facsimile 03-479 0114
Email reldfarmers@reidfarmers.co.nz
Website www.reidfarmers.co.nz

Copied for purposes of CPL tenure review due diligance from file: P Vol 36

TO: TEM WHITTAKER

Discussed with Trevor.

FAON: TREVOR NODAMA.

03 447-7392

025 355-433.

Said that lesses have no rights to FM & sell to a neighbour park of their property. I said could apply to CCL of they I'lled but occupeded the grower to be no! Towe Review only counte.

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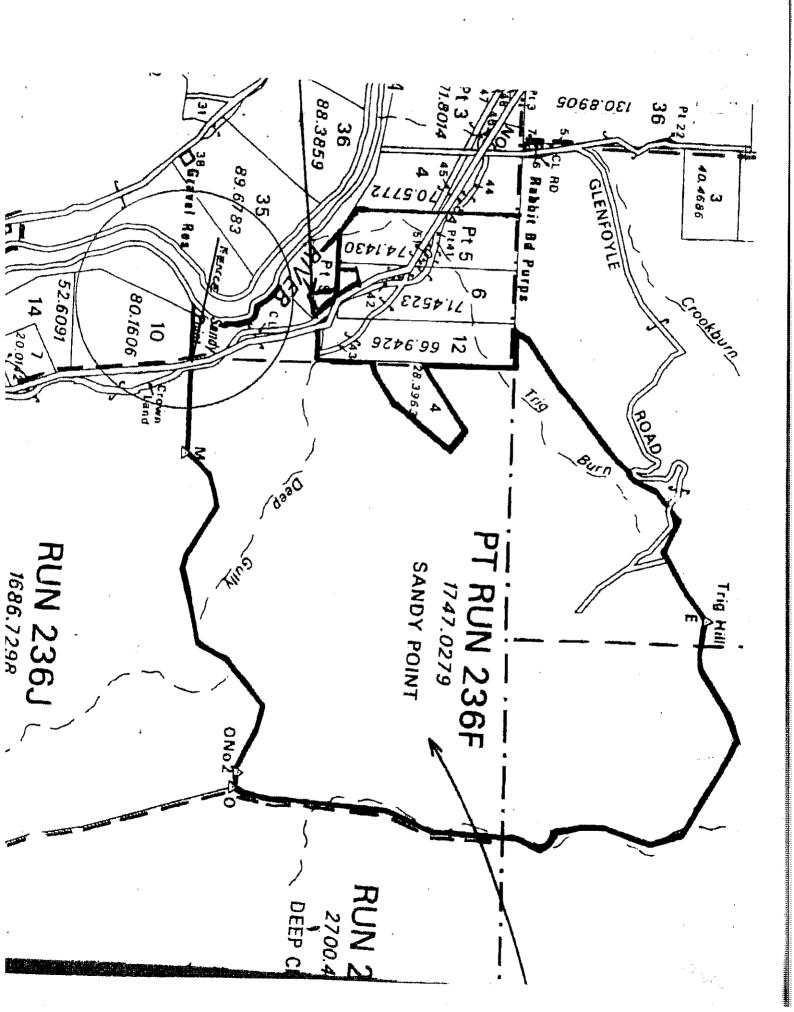
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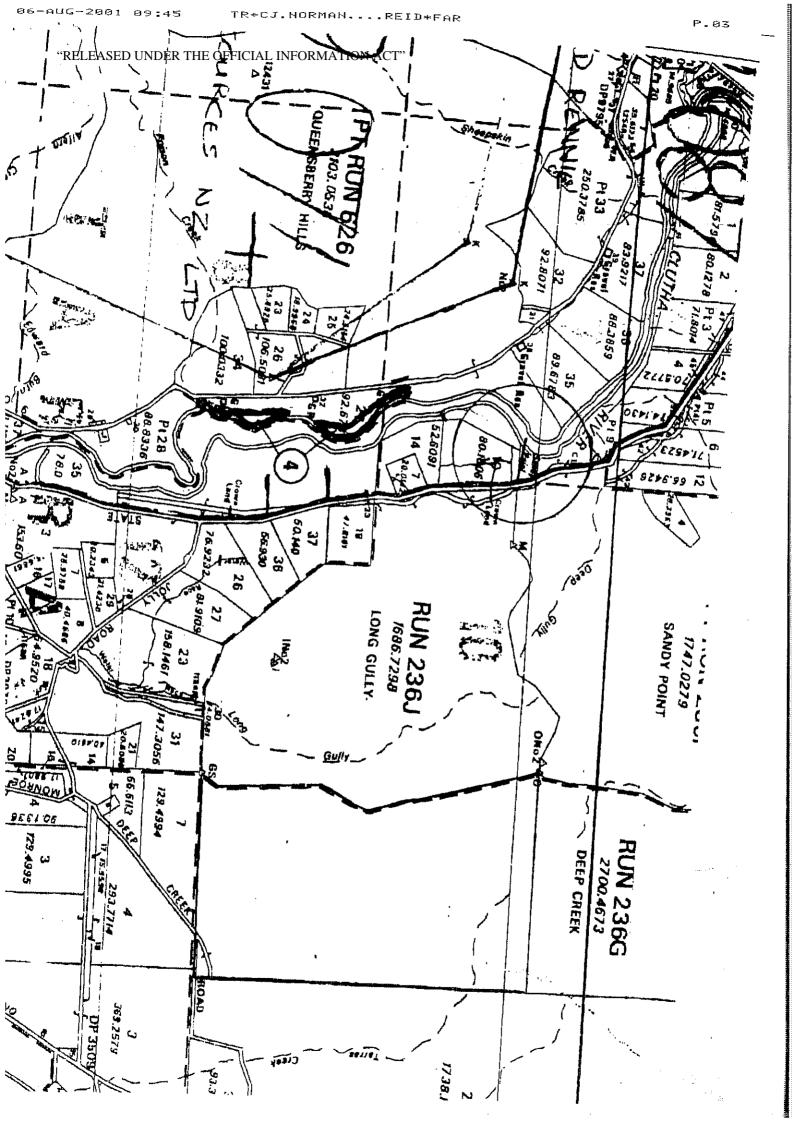
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