

Crown Pastoral Land Tenure Review

Lease name : LONG GULLY

Lease number : PO 055

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.

June

05

Application No ..31.719..... Registry

FOR : PROSPECTING LICENCE

BY : BRONZE BOULDER MINING & DEVELOPMENT CO LTD

Pursuant to section 26 of the Mining Act 1971, consent is hereby given to the grant of the above application over land controlled or administered by the Ministry of Transport, subject to the schedule of conditions hereto.

R.F. Taylor 3/4/80
.....
R.F. Taylor
Senior Executive Officer
Harbours & Foreshore Section
Marine Division
Ministry of Transport
acting under delegated authority

CONDITIONS

1. No explosives, toxic or noxious substances shall be used without the prior consent of the Secretary for Transport.
2. That if consent is given for the use of explosives, toxic or noxious substances, such use shall be undertaken only upon such terms and conditions as specified by the Secretary for Transport after consultation with the Inspector of Mines and Quarries or any other Authority or Government Department or Agency.
3. That any holes, trenches or excavations on the foreshore river or lake bed or the bed of the sea shall be filled and the surface reinstated as near as possible to its original conditions.
4. That no prospecting shall be carried out which will cause any act which will in the opinion of the Secretary for Transport of any officer of the Ministry of Works, accelerate or induce erosion to the land above high water mark or normal river or lake levels, or injuriously affect any existing or proposed harbour works.
5. That if the Secretary for Transport is satisfied there is evidence of erosion or possible erosion caused by the prospector to the land above high water mark or normal river or lake levels he will submit all such evidence to the Secretary of Energy in order that the district Inspector of Mines and Quarries may take appropriate action.

6. Any structure work or wire which is to be erected on, over, or above the bed of any river, lake, the sea, the bed of the sea, or the foreshore shall be approved pursuant to the Harbours Act 1950 before any such work is commenced.
7. That no mooring buoys, lights or other navigation marks or structures shall be established without the prior consent in writing of the Secretary for Transport.
8. That prospecting shall not interfere with or obstruct any navigation structure or channel or waterski access lane or reserved area.
9. Where any prospecting is to take place on the foreshore or the bed of any river, lake, tidal waters or the sea where such are navigable, no operations shall commence until full details of the methods to be used, times of operations during the day or night or other information as may be required is conveyed to the Secretary for Transport and his approval given in writing with any conditions as may be necessary and which may be further required from time to time to permit operations without interfering with or causing or likely to cause any danger to navigation.
10. The Minister of Transport reserves the right, after consultation with the Ministry of Energy; pursuant to the provisions of any Act under his administration or regulations made thereto to grant control, vest, lease or otherwise dispose of any areas or part thereof which may be within the area to which this consent applies for any purpose without prejudice or compensation.



THIRD SCHEDULE

Bounded by a line commencing at a point on the Western Road Reserve boundary of State Highway No 8 opposite the junction with Bendigo Road, thence following in a general Northerly direction the said boundary to the intersection with the Southern boundary of Section 4, thence in a Westerly direction following said boundary to the intersection with Crown Land Clutha River Reserve, thence following in a North-Easterly direction the common boundary with the Crown Land and Section 4 to the intersection with the Northern boundary of Section 4, thence following in an Easterly direction said Northern boundary of Section 4 to the junction with the Western boundary of S H 8, thence following the boundary of S H 8, in a general Northerly direction to the intersection with the Southern boundary of Section 36 in Block II Wakefield Survey District thence following in a Westerly direction the boundary of Section 36 to the South-Western corner, thence following in a Northerly direction the Western boundary of said Section 36 to the intersection with the Southern boundary of Section 13 in Block 3, Tarras Survey District, thence following in a Westerly direction the Southern boundary of Section 13 to the intersection with the Eastern boundary of Crown Land Clutha River Reserve, thence following in a general Northerly direction said Eastern boundary of Crown Land Clutha River Reserve to the intersection with the Southern boundary of a Legal Road, and being a common boundary with Section 6 in Block 3 Tarras Survey District following the common boundary with Section 6 in an Easterly direction to the junction with the Western boundary of S H 8, thence following said boundary of S H 8 in a Northerly direction to the junction with the Southern boundary of Section 11, thence following in a Westerly direction said boundary of Section 11 and on a common boundary with a Legal Road to the South-Western corner of said Section 11, thence following in a Northerly direction the Western boundaries of Sections 11 and 10, thence following in an Easterly direction the Northern boundary of Sections 10, 1636R, 31 to the intersection with the Western boundary of S H 8, thence following in a Northerly direction said boundary of S H 8 to the intersection with the common boundary of Section 19 and 15, thence following in a Westerly direction said common boundary to the intersection with the Crown Land Clutha River Reserve, following said boundary of Clutha River Reserve in a general Northerly direction on a common boundary with Section 15 to the Northern boundary of Section 15, thence following said Northern boundary of Section 15 in an Easterly direction to the intersection with the Western boundary of Maori Point Road, thence following the said boundary of Maori Point Road in a Northerly direction to the intersection with the Southern boundary of Section 14 in Block VII Tarras, thence following said Southern boundary of Section 14 in a Westerly direction to the intersection with Crown Land Clutha River Reserve, thence following in a Northerly direction the said boundary of Crown Land to a point on a line being a projection of the Northern boundary of Section 27 in Block VIII Tarras Survey District, thence by direct line in a Westerly direction across the Clutha River and following Northern boundary of Section 27 to the intersection with the Eastern boundary of State Highway 6, thence following in a general Southerly direction said boundary of S H 6 to intersection with the Northern boundary of Section 1 in Block VIII Tarras

Survey District, thence following in a clockwise manner the Northern, Eastern and Southern boundaries of Section 1 to the intersection with the Eastern boundary of S H 6, thence following said boundary of S H 6, to the intersection with the Northern boundary of Section 2 in Block IX Tarras Survey District, thence following in an Easterly direction said boundary of Section 2 to the intersection with the Western Boundary of Crown Land Clutha River Reserve, thence following this boundary in a Southerly direction to the intersection with the Southern boundary of Section 2, thence following in a Westerly direction said boundary of Section 2 to the intersection with the Eastern boundary of S H 6, thence following said Eastern boundary of S H 6 in a Southerly direction to the intersection with the Northern corner of Section 33 in Block 9 Tarras Survey District, thence following in a Southerly direction to the Eastern boundary of Section 33 to the intersection with the Southern boundary of Section 2A, thence in an Easterly direction along boundary of said Section 2A to the South-Eastern corner, thence in a Northerly direction along Eastern boundary of Section 2A to the intersection with boundary of Part Section 8, thence in a Easterly direction crossing a Legal Road, and continuing along said boundary of Part Section 8 to the intersection with a Legal Road, thence in a Southerly direction for a distance of 20 metres approximately to a point, thence by direct line in an Easterly direction for a distance of 300 metres approximately to a point on the Western boundary of Crown Land Clutha River Reserve, thence following in a general Southerly direction the Western boundary of the said Crown Land Clutha River Reserve to the South-eastern corner of Section 1A in Block 3 Tarras Survey District, thence following in a Westerly direction the Southern boundary of Section 1A to the intersection with S H 6, thence following in a Southerly direction the Eastern boundary of S H 6, to the intersection with Lochar Road, thence following in a general Easterly direction the Northern boundary of Lochar Road to the intersection with the Western boundary of Crown Land Clutha River Reserve, thence following in a Southerly direction the Western boundary of said Crown Land to the intersection with the Western boundary of a Legal Road, thence following the Western boundary of said Legal Road in a Southerly direction and on a common boundary with Section 22 and 38, to the intersection with the Western boundary of Crown Land Clutha River Reserve, thence following in a Southerly direction the said Western boundary of the Crown Land Clutha River Reserve, for a distance of 550 metres approximately, thence by direct line in an Easterly direction for a distance of 1250 metres approximately crossing the Clutha River, to the point of commencement.

Excluding from within area Mining Privilege M L 32794 described as follows: 1.6 hectares of land situated in Section 42 Block XVI Tarras District; commencing approximately 400m from where the Lindis River enters the Clutha River thence going in an easterly direction for 365m (low contour), thence in a northerly direction for 55m, thence in a westerly direction for 365m (described on plan as high contour); thence 50m back to the point of commencement.

PT RUN 236F

1747.0279
SANDY POINT

RUN 23
2700.467
DEEP CREEK

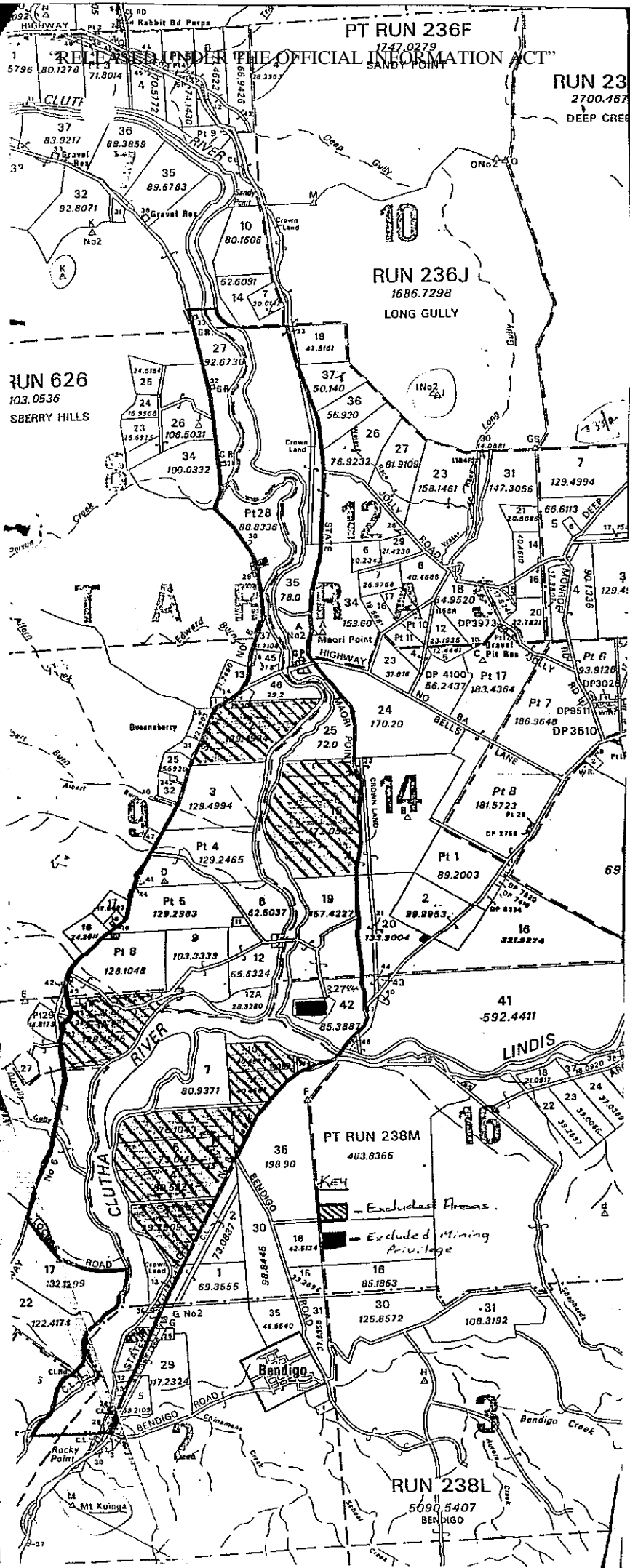
RUN 236J
1686.7298
LONG GULLY

RUN 626
103.0536
SBERRY HILLS

14

16

RUN 238L
5090.5407
BENDIGO



RELEASED UNDER THE OFFICIAL INFORMATION ACT

The Mining Act 1971

PROSPECTING LICENCE No. 31,719.....

Minister of Energy

TO

Bronze Boulder Mining and Development Company Limited

Area 2,800 hectares approximately

MEMORIALS

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

District Asst Land Registrar.

Registry Office Use Only

50/1350 386/117 (192/125)

Dec 20 9 14 AM '81

5 6 8 7 8 5

602 6306 138 200 814 122

199 73 191 120 402 146 338 75

78 1716 153 133 348 42 38 602

REGISTRY

AKR

263

50 / 212

50 / 212

MINING AND DEVELOPMENT COMPANY LIMITED
PROTECTING INTERESTS OF THE REFINER BY PROMPT

INVESTIGATION OF THE COMPANY'S OPERATIONS
AND THE RESULTS OF THE INVESTIGATION

REPORT OF THE INVESTIGATION

FOR THE BOARD OF DIRECTORS
AND THE SHAREHOLDERS

9. 6 31.JUL 85 639876
PARTICULARS ENTERED IN REGISTER L
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR



**Ministry of Works
and Development**



DocID: 110255533

Compensation Certificate

To the District Land Registrar Otago Land Registry

Pursuant to section 19 of the Public Works Act 1981, this Compensation Certificate is forwarded to you to be deposited in your Registry and a memorial of it registered against the title to all land affected by it.

(a) Description of the land affected by the Certificate:

All that piece of land containing 15 hectares (subject to survey) being part Run 236J Tarras Survey District. Part Certificate of Title Volume 338 Folio 75, as shown coloured red on attached plan.

(b) Brief particulars of the Agreement:

Date: 9-8-85

The Crown shall acquire the abovementioned land for the generation of electricity.

Consideration : \$1800.00

(c) Names and addresses of parties to Agreement (other than Minister):

Michael William Young of Tarras, farmer
C/- Anderson Lloyd Sim & McElrea
PO Box 923
DUNEDIN

(d) (i) Place where Copy of Agreement may be inspected: Office of District Commissioner of Works, Ministry of Works

and Development, Rattray Street, Dunedin.

(ii) Hours during which a copy of the Agreement may be inspected: 9 a.m. to 4 p.m. on any day when Government Offices are open to the public.

(iii) Reference by which Agreement may be identified: 92/12/94/6/9

This Compensation Certificate is signed by me on behalf of the Minister of Works and Development pursuant to an authority given to me by him dated the 12th day of

October 1985

Dated at Dunedin this 9th day of August 19 85.

Signed by ALISON ELIZABETH SWAN

Person Authorised by the Minister of Works and Development.

in the presence of - Bawood
Witness:

Address: MWD Dunedin

Occupation: Legal Clerk

Compensation Certificate No.

~~SPFC 10~~
~~651200~~
~~15/1/88~~

Entered in Error

R. Mount

9.10.2001

Correct for the purposes of the Land Transfer Act.

Particulars entered in the Register Book,

Vol. , folio , the

day of 19 , at

o'clock.

for Registrar-General of Land

[Signature]

Authorized Officer.

.....
District Land Registrar.

of the District of



MWP_0013443

9.31 12 AUG 85 640581
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
338175
ASST. LAND REGISTRAR



Ministry of Works and Development,

RAS X

TARRAS XII

36

19

37

S.H. BA

CL

60

C.L.

Water 1908

7

Pt. Run 236J

Haul Road

56

Borrow Area

56

Clutha River

27

14
TARRAS
VII

27

Mining Reserve
C.L.

TARRAS VIII

S.H. 6

32 Gravel Reserve

26

Town and Country Planning Act 1977

VINCENT COUNTY DISTRICT SCHEME
Requirement of the Minister of Works and Development
Under Section 118

KEY PLAN

LEGEND

Area to be designated "Generation of Electricity" ————

Survey District Block Boundary ————

Subdivision Section Number e.g. 12

Crown Land = C.L.

Edge of River ————

Schedule No = 60

T.P. 8230/4

T.P. 8230/3

T.P. 8230/2

T.P. 8230/1

F Run 626

Scale 1: 10 000

286 000 mE
596 000 mN

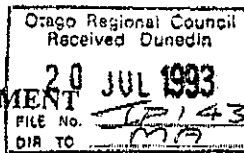
Town and Country Planning Division
Ministry of Works and Development

TP 8230/4

M.W.D.
[Signature]

Figure 2

CDE_S15 - Request Manual Copy	
Document Type: Instrument	Request Id: 23005
Reference Number: 835528	User Id: debercrombiedu
Land District: Otago	Request Date: 24/10/2001 11:42:35
Method of Delivery: Post	Client Reference: debercrombiedu
Requested By:	Status: Pending
<input type="checkbox"/> Certified Copy	
Comments: Long Gully	
Delivery Details:	
Firm: Abercrombie & Assoc. Ltd	
Primary Contact: Mr David Abercrombie	
Street: P O Box 5056	
Town: Dunedin	
Country: New Zealand	
Postcode: 9001	
Fax Number: 03 471 9455	
Fees:	OK Cancel



T4743

LAND IMPROVEMENT AGREEMENT

This agreement is made the 10th day of November 1992

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

AND DENIS PATRICK NYHON OF TARRAS (called "the Farmer") 00328000

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.

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.
- 1.4 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
- 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

R

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. 43 a copy of which maybe inspected at the Otago Regional Council office, 70 Stafford Street, Dunedin.

ss std.op

20. The Council acknowledges

- (1) That the Farmer purchased the land and took possession from the former Owner, Michael David Young on or about the 16th day of April 1992
- (2) That prior to such purchase and taking of possession some of the work included in the Plan had been carried out by the Council and M.D. Young notwithstanding that the former Owner, Young had not executed a Land Improvement Agreement with the Council
- (3) That Council notwithstanding the terms of this Agreement hereby absolves the Farmer from all and any liability or obligation in respect of any work cost or expense incurred prior to the execution of this Agreement to the intent that the Farmer shall have the benefit of such work and expenditure but no obligation in respect thereof other than the obligation to maintain the work already carried out by Council pursuant to the programme prior to execution of this Agreement.

Schedule 1

Legal Description

C.T. 5A/1070	Section 7 Block VII, Tarras Survey District	20.0142ha
C.T. 5A/1069	Section 14 Block VII, Tarras Survey District	52.6091ha
C.T. 6B/1497 ✓	Section 19, No 107 and 33, Block XII Tarras Survey District	49.7863ha
C.T. 338/75 ✓	Run 236J Tarras Survey District	1703.1282ha
C.T. A1/545 ✓	Section 10 Block VI Tarras Survey District	80.1606ha

338/75 subject to Irrigation Agreement No 224
 5A/1070, 5A/1069, 14C/479 and 14B/1054 subject to Irrigation Agreement X13984
 All titles subject to Agreement Nos 436745 and 651384 and Mortgage 807544/8

Total Area 1905.6984ha

Schedule 2

Part I Programme Works Summary

Programme Aims:

1. Reduce the rabbit population on the high prone areas.
2. Eliminate them from low and medium prone areas.
3. Prevent the spread of rabbits between the above areas.
4. Prevent cross infestation between neighbouring properties.
5. Decrease the needs for frequent poisoning by the introduction of alternative rabbit control methods, thus lowering the potential for neophobic populations to develop.
6. Integrate physical and management factors on the land to achieve 1 - 5 above.
7. Conservation 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:

Must be 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 second-phase failure due to a number of factors.
- Take into account scientific improvements, new technology, and improvements in field knowledge.

The above programme aims will be achieved by:-

1. Programme Summary

1.1 Rabbit Netting Programme that:

- (a) Isolates the property from adjoining high and medium prone land by Netting existing boundary fences (Job 3 D-E 1.4km, Job 4 F-G 1.8km), and by erection of New Netting Boundary Fences (Job 5 H-I 1.0km, Job 18 I-J 1.6km).

The only area open is the northern boundary of Dry Hill Block with C. Whittleston "Deep Creek", but this is part of an interproperty approach where the Dry Hill faces which straddles the property boundary will be isolated half on each property into a single block.

- (b) Isolates high rabbit prone land from low by netting existing fences (Job 1 A-B 0.5km, Job 6 J-K 1.8km, Job 20 M-N 1.8km), upgrading existing netting fences (JOB 19 N-H 0.8km, 21 B-Q 1.8km) and erecting New Netting fence (JOB 2 C-D 1.3km).
- (c) Subdivides the Front Faces into three isolated blocks for control operations by netting existing fences (Job 7 H-L 1.3km, Job 28 O-P 1.3km)

These works will give good isolation between the various rabbit proneness classes and a total of 6 major compartments over the property to limit areas poisoned, assist Secondary Control operations and prevent cross infestation.

1.2 Vegetation Habitat Removal:

Five small areas (a total of 10ha) that are particularly troublesome for Secondary Control operations due to their impenetrable vegetation will be modified. Four small areas mainly gully bottoms at the foot of the Middle and Hogget Blks will be Aerial Sprayed (Job 22b - 8 Ha Aerial Spray) and one 2ha area on an outwash pan of Hogget Block will be rootraked (Job 22a - 2ha). The vegetation is mainly gorse and matagouri with some native shrubs. Clearing these areas will enable more effective Secondary Control operations to be carried out.

1.3 Primary Control Operations:

An Aerial Carrot poisoning operation covering the 52ha Dry Hill Block was carried out under the interim plan, while the majority of the Flats was Ground Carrot poisoned in the Autumn following on from a deferred Oat poisoning programme last season. Both operations were very successful well above 98% kills achieved. The Flats now have the lowest population for many years.

All of the major hill face blocks require poisoning next season which will place a great deal of strain on the management situation in the spring. In an attempt to minimise this problem it is planned to split the poison and endeavour to Oat poison the Hogget and Middle Blocks this summer (Job 9 220ha Aerial Oats) and follow up the "Dip Gully" and "South Block" with Aerial Carrot in the Winter.

It is anticipated that during the life of the project only the "Dry Hill" Block may need to be poisoned in year 5 (Job 38-52ha Aerial Carrot), with two small Ground Patch poisons needed on the flats (Job 33-20ha Ground Carrot, Job 39-20ha Ground Carrot).

The overall thrust of the programme is therefore to reduce poison operations from the current situation where all the flats and Front Hill faces are poisoned every 2-3 years to a situation where only the worst isolated areas of Dry Hill and parts of the lower flats patch poisoned on a greater than four year basis. All operations will be preceded by prepoison trials/population assessments/bait distribution and disappearance rates as defined by the R & L M operational assessment and Technical standards.

1.4 Secondary Control Operations:

Secondary Control Operations will be a combination of nightshooting of the flats based on two passes per year (Jobs 11,15,23,29,34) and daywork over the hill blocks plus selected areas of the terrace edge of the flats at 30 man days per year. Initially the daywork required will be higher as the majority of hill blocks will all be worked in the first two years of the programme following poisoning.

Because of the terrain and cover "Dry Hill" will be worked by two helicopter passes/year (Job 14,24,30,36,42).

If appropriate, some daywork planned as manpower may be converted to helicopter work.

In conjunction with these works the landholder will undertake Rifling and gassing works on a spot basis as part of his normal daily farm management. A small allowance for gas materials is incorporated in the annual costings. It has been judged that this level of Secondary Control should achieve the spreading of poison frequencies as planned.

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 \$ 60,000.
- 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 for details of current grazing management of the property.

1. At the completion of the programme the rabbit prone blocks will have the following agreed grazing patterns and levels applied.

1.1 Spelled Each Year NOV - FEB

DRY HILL (with Current Block Limit of 150 ewes for 3-4 weeks in Spring)

SOUTH BLOCK	Max 0.25 su/ha/annum
MIDDLE BLOCK	Max 0.75 su/ha/annum
FLATS	No Limit

1.2 Spelled Every Second Year NOV - FEB

HOGGET BLOCK Max 1.75 su/ha/annum

1.3 Spelled In Year Of Primary Control Poison AUG - FEB

DRY HILL
SOUTH BLOCK
MIDDLE BLOCK
HOGGET BLOCK

The above spelling pattern and levels will enable the depleted blocks to regain and maintain the vigour of their annual grassland cover for satisfactory protection purposes. The Dry Hill block which is part of a larger problem face shared with two adjoining neighbours has also been an operational problem in being available for works from all at once. An interproperty solution is proposed where the area will be netted off as one block with all the owners agreeing to make their areas available when required by the O.R.C.

Having reduced stock numbers over the last two years from 4700 sheep to 3700 and dropped 10% in Lambing, the assessment of the sensible long term carrying capacity for the property with present development must be made. The owner intends to eliminate the wether flock, get his per head performance back and settle numbers at 4000 sheep. This level is evaluated as being sustainable and compatible with the proposed Land Management spelling system to be applied and should not conflict with long term rabbit control strategies. The current Property limitation is 4700 sheep. Landcorp has reviewed the personal stock limitation for this property in line with the above agreed numbers and is 4000.00.

Should further development of irrigation or AOS & TD. of more hill blocks occur this maximum level would have to be reviewed but only increased if the proposed system placed no additional grazing pressure on the rabbit prone blocks.

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

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, insultimber droppers and 4 wires.
- Fence will require upgrading through; 1 additional wire, waratahs driven and attached to insultimber.

Specification 3

Access Tracking

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

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

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

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

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

D D M

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.

DM

Part IV ANNUAL WORKS PROGRAMME

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

JOB WORK	TOTAL COST \$	GRANT %	GRANT RATE \$	FARMERS COST \$
<u>15 Month Programme to 30-6-91</u>				
1. Netting Existing Fence A - B 0.5/km Materials @ \$2315/km Labour @ \$ 800/km	1157 400	100 0	1157 0	0 400
2. New Netting Fence C - D 1.3/km Materials @ \$4420/km Labour @ \$2000/km	5746 2600	100 0	5746 0	0 2600
3. Netting Existing Fence D - E 1.4/km Materials @ \$2315/km Labour @ \$ 800/km	3241 1120	100 0	3241 0	0 1120
4. Netting Existing Boundary Fence F - G 1.8/km 1/2Materials @ \$2315/km 1/2Labour @ \$ 800/km	2083 720	100 0	2083 0	0 720
5. New Netting Boundary Fence H - I 1.0/km 1/2Materials @ \$4420/km 1/2Labour @ \$2000/km	2210 1000	100 0	2210 0	0 1000
6. Netting Existing Fence J - K 1.8/km Materials @ \$2315/km Labour @ \$ 800/km	4167 1440	100 0	4167 0	0 1440
Netting Existing Fence H - L 1.3/km Materials @ \$2315/km Labour @ \$ 800/km	3009 1040	100 0	3009 0	0 1040
8. Interim Plan Aerial Carrot Dry Hill 50ha @ \$24.30/ha	1215	70	850	365
9. Aerial Oats Hogget Blk/Middle Blk 220ha @ \$29.80/ha	6556	70	4589	1967
10. Aerial Carrot Dip Gully/South Blk 293ha @ \$24.30/ha	7120	70	4984	2136
11. Interim Plan 336ha Nightshooting Home Paddocks 3 passes 11 man days	2779	70	1945	834
12. Interim Plan Day Methods Home Pdks 5 man days	1155	70	808	347
13. Interim Plan Day Methods Dry Hill 7 man days	1617	70	1132	485
14. Helicopter Dry Hill 2 passes 1hr @ \$500/hr	500	70	350	150
15. Nightshooting Home Pdks 1 pass 4 man days @ \$240/day	960	70	672	288
16. 220ha Daywork Hogget/Middle Blk 8 man days @ \$240/day	1920	70	1344	576

JOB WORK	TOTAL COST \$	GRANT %	GRANT RATE \$	FARMERS COST \$
17. Fumigant Supply	200	70	140	60
Subtotal	<u>53755</u>		<u>38427</u>	<u>15528</u>
44. Planning & Supervision @ 12% T.C. Grant Works (\$45653)	5478	100	5478	0
TOTAL FIRST YEAR	<u>\$59433</u>		<u>43905</u>	<u>15528</u>
<u>Second Year Programme to 30-6-92</u>				
18. New Netting Boundary Fence I - J 1.6/km Materials @ \$4420/km 1/2 Labour @ @2000/km	7072 1600	100 0	7072 0	0 1600
19. Upgrade Existing Net Fence N - H 0.8/km Materials @ \$1130/km Labour @ \$ 500/km	904 400	100 0	904 0	0 400
20. Netting Existing Fence N - M 1.8/km Materials @ \$2315/km Labour @ \$ 800/km	4167 1440	100 0	4167 0	0 1440
21. Upgrade Existing Net Fence B - Q 1.8/km Materials @ \$1130/km Labour @ \$ 500/km	2034 900	100 0	2034 0	0 900
22. Habitat Modification (a) Bottom Hogget 2ha Rootraking @ \$230/ha	460	70	322	138
22. Habitat Modification Flats/Hogget/Middle Bik 8ha Aerial Spraying @ \$220/ha	1760	70	1232	528
23. Nighthooting Flats 1 pass 4 man days @ \$240/day	960	70	672	288
24. Helicopter Dry Hill 2 passes 1hr @ \$500/hr	500	70	350	150
25. Daywork Dip Gully/South Bik (250ha) 2 passes 20 man days @ \$240/day	4800	70	3360	1440
26. Daywork Hogget/ Middle Bik (220ha) 1 pass 9 man days @ \$240/day	2160	70	1512	648
27. Fumigant Supply	200	70	140	60
Subtotal	<u>29357</u>		<u>21765</u>	<u>7592</u>
45. Planning & Supervision @ 12% T.C. Grant Works (\$25017)	3002	100	3002	0
TOTAL SECOND YEAR	<u>\$32359</u>		<u>24767</u>	<u>7592</u>
<u>Third Year Programme to 30-6-93</u>				
28. Netting Existing Fence O-P 1.3km Materials @ \$2315/km Labour @ \$ 800/km	3010 1040	100 0	3010 0	0 1040

JOB WORK	TOTAL COST \$	GRANT %	GRANT RATE \$	FARMERS COST \$
29. Nightshooting Flats 2 passes 9 man days @ \$240/day	2160	70	1512	648
30. Helicopter Dry Hill 2 passes 1hr @ \$500/hr	500	70	350	150
31. Daywork All Blks 2 passes 30 man days @ \$240/day	7200	70	5040	2160
32. Fumigant Supply	200	70	140	60
Subtotal	14110		10052	4058
46. Planning & Supervision @ 12% T.C. Grant Works (\$13070)	1568	100	1568	0
TOTAL THIRD YEAR	15678		11620	4058
<u>Fourth Year Programme to 30-6-94</u>				
33. Ground Carrot "Terrace Edge" 20ha @ \$20.81/ha	416	70	291	125
34. Nightshooting Pdk 2 passes 9 man days @ \$240/day	2160	70	1512	648
35. Daywork All Blks 2 passes 30 man days @ \$240/day	7200	70	5040	2160
36. Helicopter Dry Hill 2 passes 1hr @ \$500/hr	500	70	350	150
37. Fumigant Supply	200	70	140	60
Subtotal	10476		7333	3143
47. Planning & Supervision @ 12% T.C. Grant Works (\$10476)	1257	100	1257	0
TOTAL FOURTH YEAR	11733		8590	3143
<u>Fifth Year Programme to 30-6-95</u>				
38. Aerial Carrot Dry Hill 52ha @ \$24.30/ha	1264	70	885	379
39. Ground Carrot "Terrace Edge" 20ha @ \$20.81/ha	416	70	291	125
40. N/S Flats 2 passes 9 man days @ \$240/day	2160	70	1512	648
41. Daywork All Blks 2 passes 30 man days @ \$240/day	7200	70	5040	2160
42. Helicopter Dry Hill 1 pass 1hr @ \$500/hr	500	70	350	150
43. Fumigant Supply	200	70	140	60
Subtotal	11740		8218	3522
48. Planning & Supervision @ 12% T.C. Grant Works (\$11740)	1409	100	1409	0
TOTAL FIFTH YEAR	13149		9627	3522

D. R. A.

SUMMARY OF FIVE YEAR PROGRAMME

YEAR	TOTAL COST	GRANT	FARMER
1	59433	43905	15528
2	32359	24767	7592
3	15678	11620	4058
4	11733	8590	3143
5	13149	9627	3522
TOTAL	\$132352	98509	33843

TOTAL GRANT WORKS 1990 - 1995

WORK	EST COST	GRANT RATE	GRANT
40ha Ground Carrot @ \$20.81/ha	832	70%	583
395ha Aerial Carrot @ \$24.30/ha	9598	70%	6719
220ha Aerial Oats @ \$29.80/ha	6556	70%	4589
138.5 Man days Daywork @ \$240/man day	33240	70%	23268
46.5 Man days Nightshooting @ \$240/man day	11160	70%	7812
4 Hours Helicopter work @ \$500/hr	2500	70%	1750
Netting Existing Fence 8.1km @ \$2315/km (Materials)	18751	100%	18751
New Netting Fence 2.9/km @ \$4420/km (Materials)	12818	100%	12818
Netting Existing Bdy Fence 1.8km @ \$2315/km (1/2 Materials)	2083	100%	2083
New Netting Boundary Fence 1km @ \$4420/km (1/2 Materials)	2210	100%	2210
Upgrade Existing Fence 2.6km @ \$1130/km	2938	100%	2938
Rootrake 2ha @ \$230/ha	460	70%	322
Aerial Spray 8ha @ \$220/ha	1760	70%	1232
Materials Fumigant	1000	70%	700
Subtotal	105906		85775
Planning & Supervision @ 12% T.C. Grant Works	12708	100%	12708
TOTAL	118614		98483

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 \$60,000 which will be subject to annual appropriation from government.

ss op.la

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



[Signature] Chairman

[Signature] Director

SIGNED by
DENIS PATRICK NYHON OF TARRAS
in the presence of:

[Signature]

Witness: [Signature]

Occupation: Land Resource Officer Otago Regional Council

Address: P.O. Box 44 Alameda

14/10/92.

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 Denis Patrick Nyhon 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

* HIGH RABBIT PRONE BLOCKS

MR D. P. NYHON "LONG GULLY"

PRESENT GRAZING MANAGEMENT

R & L M PLAN NO 43

Paddock Name	HA AREA	Shearing												Weaning		Rams		
		MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	↓	↓	↓		
TOP BLOCK (AOS&TD)	363			1100 Ewes W			200	EMES			1100 Ewes				1100 Ewes			
LONG GULLY (AOS&TD)	74						200	EMES							1100 150 W			
SUNNY FACE (AOS&TD)	64						150	EMES										
DIP GULLY	187	1100 Ewes	150 W				200	EMES										
DRY HILL *	52						50	EMES							150 W			
SOUTH BLOCK *	106	1150 Ewes W																
MIDDLE BLOCK *	212				1100 150 Ewes W													
HOGGET BLOCK (AOS&TD)	257	900 EH			1100 Ewes							1500	211					
FLATS *	394				1100 Ewes													
HOME PADDOCKS	138				1600 Ewes							1600	EMES					
LONG GULLY FLATS	65	150 W			750 EWE HOGGETS		750	300										
TOTAL:	1912																	

DPN

Dated

1992

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

**AND DENIS PATRICK NYHON OF
TARRAS**
(called "the Farmer")

LAND IMPROVEMENT AGREEMENT

10/10/01

10/10/01

10.58 04.AUG93 83562

PARTICULARS ENTERED IN REGISTE
LAND REGISTRY DUNEDIN
ASST. REGISTRAR

5A/1064
5A/1070

14/1/79
388/75
14/1/84

MWP_001171



F simile

To: David Abercrombie

Company: _____

Fax No: 03 471 9455

From: Joan Taylor

Date: 11.12.01

Page 1 of: 2

Our Ref: Your manual LOL request/s 30818

Your Ref: As above



Land Information NZ
 John Wickliffe House
 Princes Street
 Private Bag 1929
 Dunedin
 New Zealand
 Tel 03-477 0850
 Fax 03-477 3547
 HTTP://www.linz.govt.nz

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Subject: Manual request/s

Dear Client

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

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

CDL 515 - Request Manual Copy			
Document Type	Instrument	Request Id	30818
Reference Number	885733	User Id	dabercrombie@du
Land District	Otago	Request Date	10/12/2001 11:17:29
Method of Delivery	Fax	Client Reference	dabercrombie@du
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments	Long Gully		
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Primary Contact	McDavid Abercrombie		
Street	P O Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 3455		
Fees..	OK	Cancel	

NF (722.1, 799)



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



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier OT16D/717
Land Registration District Otago
Date Registered 30 June 1995 12:23 pm

Prior References

OT338/75

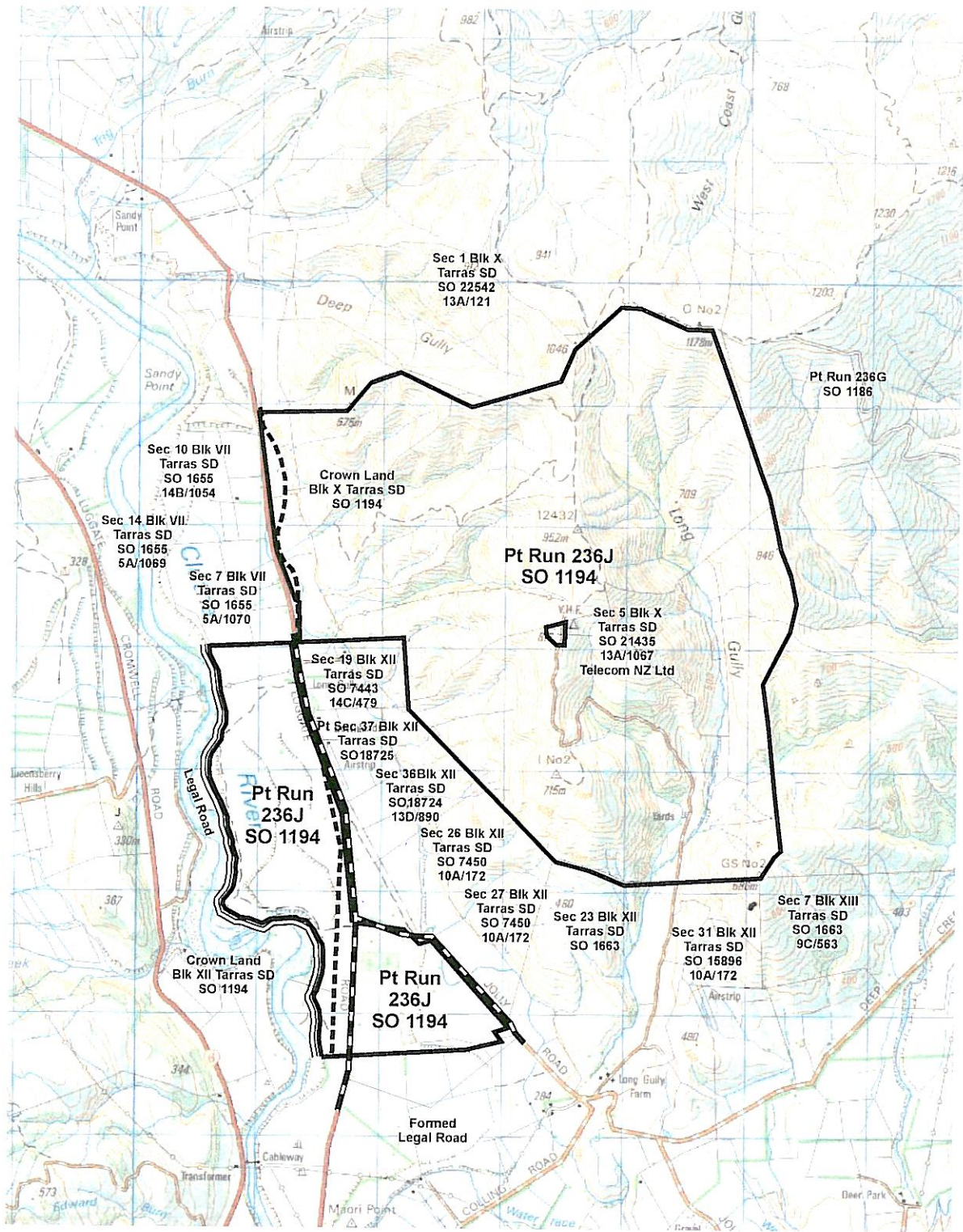
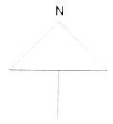
Type As described in the instrument
Area 1703.1282 hectares more or less
Legal Description Part Run 236J

Proprietors

Her Majesty the Queen

Interests

LONG GULLY S.H. No.8A TARRAS



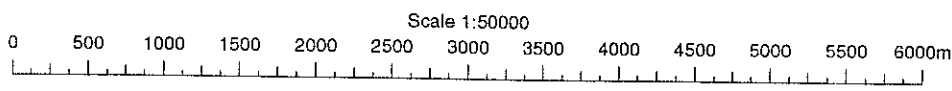
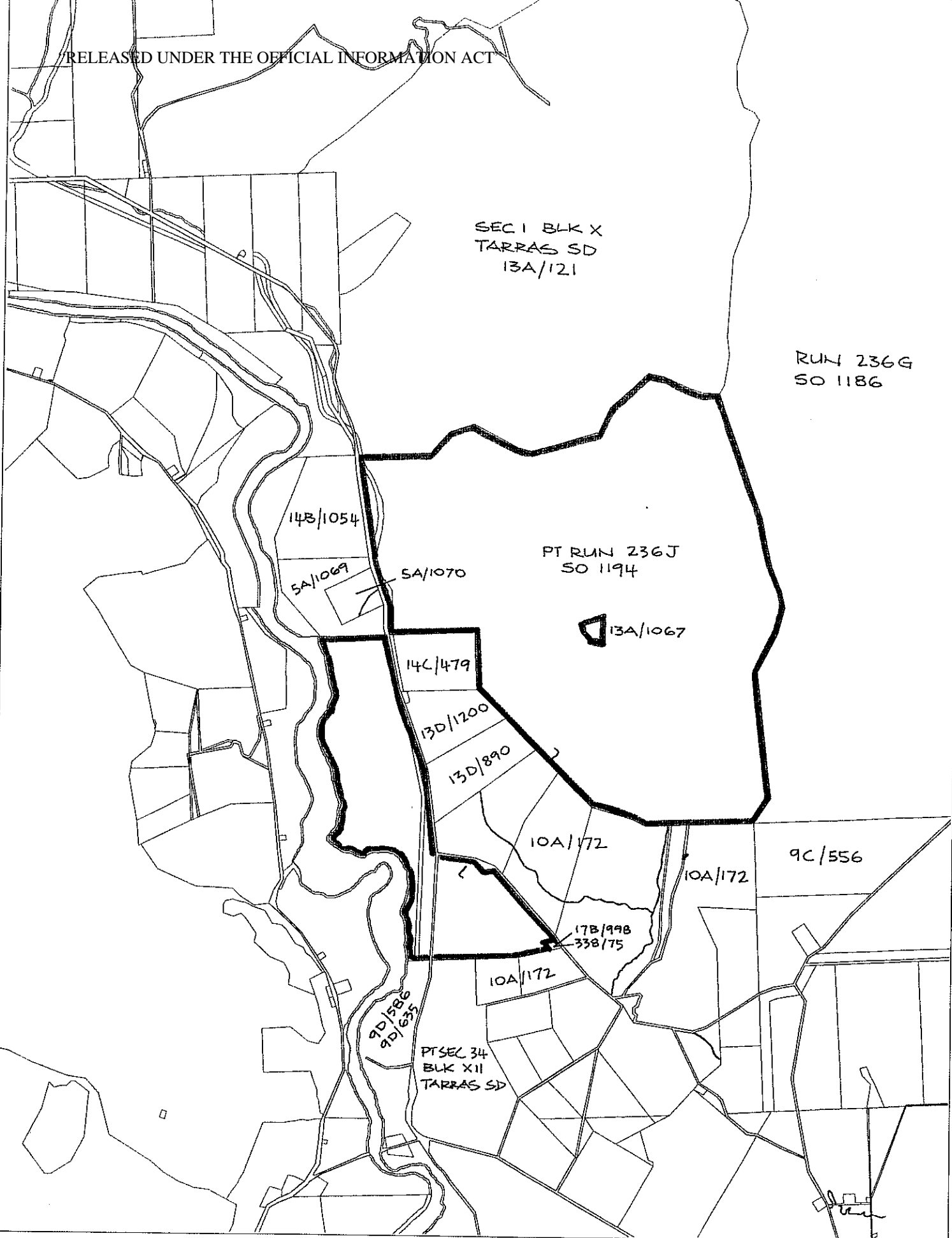
Part Sheets NZMS 260 Sheet G40

-  PASTORAL LEASE BOUNDARY
-  LEGAL ROAD
-  FORMED LEGAL ROAD
-  CROWN LAND



Scale - 1:50,000

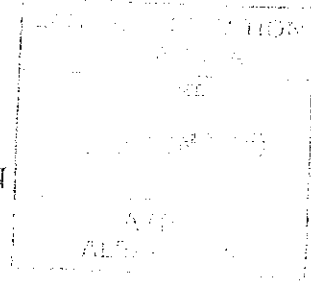
John McMecking
DTZMapping
Dunedin - 03 479 2233
30.10.2001



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CONSERVATION



File: P55
RAP LIN A14

28 June 1990

Copied for purposes of CPL
tenure review due diligence from
file: POCS Vol 3/400

K.R. Taylor,
Managing Consultant,
Landcorp,
P.O. Box 27,
ALEXANDRA.

Dear Ken,

Proposed RAP - Long Gully

Attached is some additional resource information on the RAP. To date the landscape report has not been finished and investigations revealed historic sites of some interest. Jill Hamel is visiting the property next Wednesday 4/7/90, to investigate these sites. The lessee is happy for this survey to happen. To date no further discussions have been held with the lessee.

We will keep you informed.

Yours faithfully,

Mike Clare

Mike Clare,
for Regional Conservator.

① David [unclear] 5/7/90
② file

LONG GULLY TERRACE RAP

Some additional resource information.

1 FAUNA

a Insects

The widespread lowland-montane grasshopper (*Phaulacridium marginale*) was found to have a patchy distribution over the terrace. It is fairly common in the Upper Clutha Valley but not typical of the saline areas so far protected. A new species of *Allocharis* beetle was found by DSIR entomologists just north of Lindis Crossing and at Hawea Flats RAP in the 1970s. Neither site has protected status. A large population of this distinct beetle species is present in the silver tussock area of the Long Gully RAP with adults observed to be feeding on *Raoulia australis* at night. This is a significant invertebrate record. Two species of black pompilid wasp are common at Long Gully RAP, catching small spiders and inserting them into specially excavated cells to provide live food for the wasp larvae. An annotated list of native moths that occur on Long Gully Terrace is presented below.

- Tebenna micalis* a small widespread, diurnal, metallic coloured moth that has larvae feeding on various composites.
- Eurythecta zelaea* characteristic of Central Otago and Mackenzie Country. A small orange diurnal species with flightless females that can only hop. Larvae on *Pimelea* and other herbs.
- Harmologa* nsp. an undescribed species with a similar distribution to the last species. Larvae live on *M. alpinus* shrubs. An uncommon species.
- Merophyas leucaniana* and *Epiphyas postvittana* two widespread species with polyphagous larvae. Characteristic of open dry areas.
- Oxythecta austrina* found in montane-low alpine areas of the central South Island. A diurnal species that flows in October-November. The larvae feed on the roots of *Leucopogon*.
- Tingena maranta* widespread species with larvae feeding on litter in *Poa cita*.
- Tingena melanamma* widespread and typical of dry areas. Larvae feed on leaf litter in shrubs and grasses.
- Kiwaia thyraula* a widespread species of both salt pans and cushion fields.
- Kiwaia lithodes* a diurnal blue species, typical of *Raoulia* cushion fields. Often locally common, in coastal to alpine habitats.
- Orocrambus vittellus*, *O. cyclopicus*, *O. flexuosellus*, *O. ramosellus*, *O. vulgaris* common and widespread grass moths are present in considerable numbers. Larvae on grass roots or stems.
- O. enchophorus*,
O. callirrhous less common, more local species are present.
- Eudonia cataxesta* a blue-grey species is common. The species is characteristic of cushion plant communities.
- E. leptalia*, *E. octophora*,
E. atmogramma widespread species of open country. Larvae on mosses.


- Pentadactyla* a large species that is common in the inland areas of the South Island. The species has a flightless female and also occurs in Australia.
- Polydopora cinigerella* a common species of Central Otago that frequents short swards.
- Stenoptilia celidota* a rarely recorded plume moth that has larvae feeding on *Vittadinia australis*. This is the only site for the species in the Upper Clutha at present.
- Zermizinga indociliaria* a large speckled grey species that has larvae feeding on *Discaria* (at least). The females are flightless. Widespread in drier parts of the South Island.
- Leptomeris rubraria* another species typical of open dry areas with larvae on *Plantago*.
- Helastia cinerearia, H. corcularia, Epyaxa rosearea, E. lucidata* widespread and generally common polyphagous geometrids that occur on Long Gully Terrace.
- Helastia cryptica* a local species of southern NZ with larvae on *M. alpinus*. No common in Upper Clutha.
- Notoreas perornata* a very colourful diurnal moth of both montane and alpine areas of Central Otago and elsewhere. The purple larvae feed on *Pimelea pulvinaris*. Adults fly in October and April indicating two generations a year. A very good population is present at Long Gully.
- Arctesthes catapyrrha* a small colourful diurnal moth that is characteristic of open areas from sea level to alpine snowbanks. Common here with larvae feeding on *Colobanthus* (at least).
- Paranotoreas fulva* a rare diurnal geometrid that is typical of salty soils of which there are some both in and adjacent to Long Gully Terrace RAP. Not common at this site but of high conservation value. Present at Pisa Flats elsewhere in Upper Clutha.
- Dichromodes nsp* a new species that occurs in three other areas of the Upper Clutha including Pisa Flats. Larvae live on lichens. Diurnal.
- Cosmiotes helonoma* a tiny rare species was found on the terrace in September. Only other Otago record is Kawarau Gorge.
- Aletia sistens, A. moderata* common noctuid species of tussocks and *Raoulia* respectively.
- Tmetolophota acontistis, T. atristriga* widespread species of grasses are present
- Graphania disjungens, G. phricias, G. scutata, G. mutans* are common species that breed on Long Gully.
- Agrotis ipsilon, Euxoa admirationis, Physetica caerulea* are common species and typical of Central Otago.

summary

In summary, results to date, indicate that a fauna containing a very representative sample of the insects typical of the Upper Clutha exist in this RAP together with some much rarer species. The fauna is of high conservation value and not exactly duplicated in any other protected area.

b Birds

Both banded dotterel and NZ pipit are known to breed in the stony areas of the Long Gully Terrace RAP.



B Patrick
Conservancy Advisory Scientist

30 May 1990

ps
file INS 3 has Allochans ID confirmation from DSR

Copied for purposes of CPL
No further review due diligence from
file: P055 Vol 4/6



Jur Ref: **Po055**, ~~Po350~~
(A9084, A9085)

16 August 1999

LAND RESOURCES DIVISION

Opus International Consultants
Private Bag 1913
DUNEDIN

Knight Frank House
41 - 43 Tarbert Street, Alexandra
Telephone: (03) 448 6935
Facsimile: (03) 448 9099

ATTENTION: J R WHELAN

Dear Sir

RE: PASTORAL LEASE - CONTACT ENERGY - SANDY POINT & LONG GULLY

I refer to your letter received on 11 March 1999. You have asked for confirmation that prior approval from the Commissioner of Crown Lands is still current and that \$3,000 for the area of Po350 is acceptable. You also wish to be advised of the assessed lessor's interest in Po055 Long Gully.

The Commissioner of Crown Lands approved certain recommendations on 29 August 1992. The particular recommendations which he approved were:

- (1) That you accept surrender of 81 ha approximately from Po055 "Long Gully" and 30 ha approximately from Po350 "Sandy Point".
- (2) That you dispose of the above areas on freehold title to Electricity Farm Holdings No 1 Limited, the purchase price yet to be determined by Landcorp.
- (3) The above transaction be subject to the following:
 - (a) Electricorp obtaining consent of the relevant District Council to the subdivisions and providing evidence of such consent to Landcorp.
 - (b) Agreement being reached with Department of Conservation regarding protection of natural values within the area on Po055 "Long Gully".
 - (c) No adjustment to the base stock limits or current rentals of the pastoral leases.
 - (d) Electricorp meet all survey legal and consent costs in relation to the above proposals.

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Postal Address:

P O Box 27, Alexandra
Knight Frank (NZ) Limited
(An LPL Group Company)
INTERNATIONAL PROPERTY CONSULTANTS

Further to this previous consent (which has being re-affirmed the Commissioner of Crown Lands) in order for the Commissioner's approval to be actioned, agreement with DoC must be advised.

Once DoC's agreement has been advised Knight Frank will be instructed to undertake further valuations of the lessor's interest in both Po055 "Long Gully" and Po350 "Sandy Point". Based on these valuations Opus will be advised of the Crown's purchase price.

Please note that under provisions of Section 17 of the Land Act 1948 you have the right to apply for a rehearing of the Commissioner's decision Section 17 (1) states:

17. Application for rehearing - (1) Any person aggrieved by any decision of the Commissioner or any determination of an administrative nature by the Commissioner may, within 21 days after being notified of that decision or determination, apply to the Commissioner for a rehearing, and the Commissioner may, at any time within one month after receiving the application, grant a rehearing of the case if he/she thinks that justice requires it, and on the rehearing may reverse, alter, modify, or confirm the previous decision or determination in the same case:

Provided that the Commissioner shall not grant a rehearing where the decision or determination relates to the allotment of land to any person other than the person aggrieved unless that land has been allotted by the Commissioner pursuant to the powers conferred on him/her by section 54 of this Act.

If you wish to apply for a rehearing, please notify this office within 21 days of the date of this letter. Your application should clearly state the grounds on which you wish to apply for a rehearing.

Yours faithfully
KNIGHT FRANK (NZ) LIMITED



T J Whittaker
Consultant

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

Po 055

F simile

To: Ken Taylor

Company: Knight Frank (NZ) Limited
Alexandra

Fax No: (03) 448-9099

From: Mike Todd
Crown Property Contracts

Date: 9 August 1999

Page 1 of: 1

Our Ref:

Your Ref:

Toitu te
Land whenua
Information
New Zealand



KNIGHT FRANK
ALEXANDRA
- 9 AUG 1999
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New Zealand
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Subject: PASTORAL SUBMISSIONS

The recommendations in the following submissions have been approved.

Property or Applicant	Subm'n No.	Approved	Case No.	Subject
Long Gully	A9084	9/8/99	99/629 ✓	Partial Surrender
Sandy Point	A9085	9/8/99	99/628 ✓	Partial Surrender
Sandy Point	A9076	9/8/99	99/698 ✓	Burning

Note: The burning consent for Sandy Point - I have extended the term of the consent to 30 September 2004. Recommendation 2 has been deleted and I have included a recommendation 4 "Burning must be carried out under damp conditions." This had been included in the body of the submission but had not been carried down as a recommendation.

Mike Todd

Noted
[Signature]