

Crown Pastoral Land Tenure Review

Lease name : *The Wolds*

Lease number : PT 008

Public Submissions Part 14

These submissions were received as a result of the public advertising of the Preliminary Proposal for Tenure Review.

These submissions are released under the Official Information Act 1982.

August

12

125176



17 January 2011

Commissioner of Crown Lands
C/- Darroch Limited
PO Box 143
CHRISTCHURCH

Darroch Limited
08 FEB 2011

Dear Sir/Madam

CROWN PASTORAL LAND ACT 1998 – THE WOLDS – TENURE REVIEW

The attached notification from NZ Planning Alert refers (see Attachment #1).

Item 4 alludes to a portion of the Pastoral Leasehold proposed to be retained in Crown ownership "for Telecommunications purposes."

Item 5(2)(c) refers to the continuation of an existing easement over the balance land in favour of Telecom New Zealand Limited to provide for legal access and the conveyance of telecommunications and electric power.

Kordia must point out that the issues with respect to the existing broadcast and telecommunications site are a little more complex than set out in the preliminary proposal.

The site is occupied subject to a 1996 Heads of Agreement by Kordia Limited, Telecom New Zealand Limited, Transpower New Zealand Limited, and Airways Corporation of New Zealand Limited. Kordia is the site controller (see Attachment #2).

This Head of Agreement was entered into for the purpose of setting out the rights and responsibilities of the parties, though the site was in fact established prior to 1 January 1988, thus enjoying existing use rights under the Telecommunications Act 2001.

As far as Kordia is aware, a Public Works Act 1981 compensation dispute between the Crown and the runholder has yet to be resolved, meaning tenure has never been formalised. (see Attachment #3).



From Kordia's perspective, this gives rise to three issues:

1. Tenure of the broadcast and telecommunications site needs to be resolved as part of the review of the underlying Crown Pastoral Lease. We submit that in line with clause 7 of the Heads of Agreement (see Attachment #2), the Crown obtain a separate title for the broadcast and telecommunications land, with Kordia to be granted a registered lease, and the other parties entitled to co-locate at the facility;
2. The land containing the broadcast and telecommunications facility needs to be retained by the Crown "for broadcasting and telecommunications purposes," not just for "telecommunications purposes," and this permitted use should be reflected in any lease granted by the Crown; and
3. The interests of not just Telecom New Zealand Limited, but also Kordia Limited, Transpower Limited and Airways Corporation of New Zealand Limited will need to be recognised by way amendment to the existing Deed of Easement.

Yours faithfully

KORDIA LIMITED

A handwritten signature in black ink, appearing to be "RWC" or similar, enclosed within a circular scribble.

Reuben P. Chapple
NATIONAL PROPERTY MANAGER

KORDIA™ LIMITED

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ATTACHMENT #1

OTAGO REGION

13	Type:	DPC	Authority:	Queenstown-Lakes DC
	Notified:	22/12/2010		
	Applicant:	Queenstown Lakes DC		
	Service:	Queenstown Lakes District Council, Private Bag 50072, QUEENSTOWN (Address added by Thomson Reuters)		
	Location:	Decision on District Plan Change 37: Quail Rise Estate Limited Private Plan Change		
	Keywords:	<i>access, district plan, multi unit 4+, residential development, residential rezoning, rural development, rural rezoning</i>		

On 17 December 2010 the Queenstown Lakes District Council made a decision on the following plan change to the Queenstown Lakes District Plan:

Plan Change 37: Quail Rise Estate Limited Private Plan Change

The purpose of the Plan Change as sought by Quail Rise Estate Limited, is to rezone land within the existing Quail Rise Zone to provide for an additional 23 residential dwellings, four new Activity Areas and a total of 214 development rights within the Quail Rise Zone.

Where can I view the decision?

A full copy of the above decision can be inspected at the following locations:

- * Queenstown Lakes District Council offices during normal office hours (8am to 5pm) at 10 Gorge Road, Queenstown;
- * Queenstown Lakes District Library: Queenstown (10 Gorge Road);
- * Lakes Environmental, Shotover Street, Queenstown;
- * Council website - www.qldc.govt.nz

For further information regarding Plan Change 37 please call Karen Page (Senior Policy Analyst) on (03) 450 1715.

This notice is pursuant to Clauses 10 and 11 of the First Schedule to the Resource Management Act 1991.

AD HOC REGION

14	Type:	Misc	Authority:	Ad Hoc authorities
	Notified:	18/12/2010	Sub Close:	4/03/2011
	Applicant:	Commissioner of Crown Lands		
	Service:	Commissioner of Crown Lands, C/- Darroch Ltd, PO Box 143, Christchurch		
	Location:	CROWN PASTORAL LAND ACT 1998 - The Wolds Tenure Review Notice of Preliminary Proposal		
	Keywords:	<i>access, industrial development, lease land, network utility, reserves & recreation, rural industry, sale of land, telecommunications</i>		

Notice is given under Section 43 of the Crown Pastoral Land Act (CPLA) 1998 by the Commissioner of Crown Lands that he has put a preliminary proposal for tenure review to The Wolds Station Ltd as lessee of The Wolds pastoral lease.

Legal description of land concerned:

Pastoral lease land:

Part Run 85A, Part Run 85B, Part Run 85B and Stopped Road (marked D, E SO 15479 and E, F, H SO 15480, being all the land contained in Instrument of Title CB529/16 (Canterbury Land Registry) comprising 7,934.1619 hectares more or less.

General description of proposal:

1. 600ha (approximately) to be designated as land to be restored to or retained in Crown control under section 35(2)(b)(i) CPLA 1998, as conservation area "CA1".

This designation is subject to:

Qualified Designation:

(a) An Easement Concession in perpetuity under Section 36(1)(a) of the CPLA 1998 to The Wolds Station Ltd, to provide for access by foot, motor vehicle with or without horses, machinery and implements of any kind, farm dogs and guns for farm management purposes over the land marked "k-l", and to also install and maintain a stock water supply system.

2. 70ha (approximately) to be designated as land to be restored to or retained in full Crown ownership and control under section 35(2)(a)(i) CPLA 1998, as conservation area "CA2".

3. 85ha (approximately) to be designated as land to be restored to or retained in full Crown ownership and control under section 35(2)(a)(ii) CPLA 1998, as a Scientific Reserve, "R(Scientific)".

4. 2.4284ha (approximately) to be designated as land to be restored to or retained in full Crown ownership and control under section 35(2)(a)(iii) CPLA 1998, for Telecommunications Purposes.

5. 7,177ha (approximately) to be designated as land to be disposed of by freehold disposal to the holder under section 35(3), section 36(3)(b), section 36(3)(c) and section 40(1)(b) and section 40(2)(a) of the CPLA 1998, subject to a protective mechanism and qualified designation.

(i) Protective Mechanisms:

(a) A Conservation Covenant over part of the proposed freehold land under Sections 40(1)(b) and 40(2)(a) CPLA 1998 for the purpose of protecting the natural environment of the area labelled "CC1".

(ii) Qualified Designations:

(a) An easement in gross under Section 36(3)(b) CPLA 1998 to provide public access on foot, on or accompanied by horses, or by non motorised vehicles over the land marked "g-h" and "i-j" on the plans.

(b) An easement in gross under Section 36(3)(b) CPLA 1998 to provide access on foot, on or accompanied by horses, or by motor vehicles with or without machinery or implements for conservation management purposes, over the land marked "a-b", "c-d", "g-h, and "i-j" on the plans.

(c) The continuation in force of an existing deed of easement under Section 36(3)(c) CPLA 1998 in favour of Telecom New Zealand Limited for right of way, conveyance of telecommunication and conveyance of electric power, over the land marked "e-f" on the plans.

Further information including a copy of the plan, conservation covenant and easement concession and easement in gross documents, is available on request from the Commissioner's contractor at the address for service above, Ph: (03) 363 5062, Fax: (03) 379 8440, Email: tony.sharpe@darroch.co.nz.

Inspections:

Any person wishing to inspect the property is advised to contact the Commissioner's contractor in the first instance at the above address.

Submissions:

to the Commissioner of Crown Lands, C/- Darroch Ltd at the above address.

All submissions are being collected and held by LINZ either directly or through its contractor.

Submitters should note that all written submissions may be made available, in full, by LINZ to its employees and contractor, the Department of Conservation and the public generally.

Submissions should clearly state that they relate to The Wolds proposal only, and should not include comments on any other currently advertised proposal.

Closing date of submissions:

Written submissions must be received by the Commissioner's contractor no later than 5pm Friday 4 March 2011.

Reuben Chapple

From: Hamish Hey [hamish@heyconsulting.co.nz]
Sent: Thursday, 13 January 2011 3:04 p.m.
To: Allan Mordecai; Reuben Chapple
Subject: RE: NZ Planning Alert! 2011-01: 23/12/10 - 12/01/11

Allan

Two items of note...

1) The Rangitikei District Plan has been reviewed and published as a 2nd generation plan. Whilst we don't have any specific sites of note in the district, it would be worth a check over from perspective of application under the RBL. Can I have an ok to spend 2-3 hours going over the new Proposed Plan and reporting back please?

2) The Wolds Station (MRY - Run 85A) is up for a review of high country pastoral lease. Some of the land is to be freeholded to the run holder. There is a note of easements being granted in favour of Telecom for access and power. Thinking this might need some follow up by Reuben - isn't the tower ours?....

Cheers
Hamish

From: Allan Mordecai [mailto:Allan.Mordecai@kordia.co.nz]
Sent: Thu 13/01/2011 11:59 a.m.
To: Hamish Hey; Reuben Chapple
Subject: FW: NZ Planning Alert! 2011-01: 23/12/10 - 12/01/11

From: Doreen.Noakes@thomsonreuters.com [mailto:Doreen.Noakes@thomsonreuters.com]
Sent: Thursday, 13 January 2011 11:25 a.m.
To: Allan Mordecai
Subject: NZ Planning Alert! 2011-01: 23/12/10 - 12/01/11

Please find attached the latest edition of the *NZ Planning Alert!*

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HEADS OF AGREEMENT

147 Tory Street
PO Box 98 Wellington
Facsimile (+64 4) 382 6066
Telephone (+64 4) 382 6000

INTRODUCTION

COPY

This agreement is to be read in conjunction with the Mount Mary Radio Installation Low Site User agreement dated 24 June 1986.

The intention of this agreement is that the parties confirm the technical and administrative responsibilities of all users of the Mount Mary High site.

SITE USERS

- a Broadcast Communications Limited ("BCL") operating television transmitting, microwave receiving and other telecommunications equipment.
- b Telecom New Zealand Limited ("TNZL") operating UHF, multi-access, VHF radio and other telecommunications equipment. The rights of TNZL under this agreement shall extend to Telecom Corporation of New Zealand Limited ("TCNZL") including each and all its subsidiary companies (within the meaning of Sections 5 and 6 of the Companies Act 1993 or any enactment in amendment or substitution of this section) whether any such subsidiary became such before or after the effective date of this agreement, but the other parties shall not be obliged to report to, be liable to or otherwise deal with each subsidiary but only with TNZL.
- c Trans Power New Zealand Limited ("Trans Power") operating UHF radio equipment.
- d Airways Corporation of New Zealand Limited ("Airways") using the emergency power supply to service its installation at the Low Site.

USER RESPONSIBILITIES

Annual Management reports will be prepared and distributed by August 30, stating amounts owed by other parties to the controller of each of the facilities listed below in accordance with the listed proportions. These reports will also forecast expenditure for the following year.

1 Building

BCL shall be the site controller for the building, and shall arrange regular maintenance inspections of the building exterior and internal common areas.

Cost distribution for exterior and internal common area maintenance shall be:

30% BCL
30% TNZL
30% Trans Power
10% Airways

All users will be advised in advance of any proposed maintenance. Such notice shall be given as soon as reasonably practicable in the circumstances of each case.

2. Standby Plant and Power Supply

BCL shall be the site controller for the standby plant and the power supply, and shall carry out any necessary maintenance.

Any proposed changes to the essential load are to be cleared by the site controller before work commences.

The contact point for all fault advice is:

BCL South Canterbury Transmission, Timaru: tel 03 684 8151

All users shall be given reasonable notice of any time when electrical maintenance work is to be carried out. They shall be made aware of possible interruptions to the supply. It is essential that this advice is sent to Airways' Technical Co-ordinator Christchurch Air Traffic Control Centre on (03) 364 8658.6 *Q*

Cost distribution for maintenance, including the supply of fuel, shall be shared according to the electrical load on the essential feed:

46% BCL
15% TNZL
9% Trans Power
30% Airways

3. Tower

BCL shall be the site controller for the tower structure and shall carry out any necessary maintenance. Each user will be responsible for the maintenance of its own tower-mounted equipment.

Cost distribution for tower maintenance shall be allocated on the following basis:

50% BCL
25% TNZL
25% Trans Power

All users shall be advised in advance of any proposed maintenance. Such notice shall be given as soon as is reasonably practicable in the circumstances of each case.

The installation of additional aerials on the tower shall be subject to the prior written approval of the General Manager, Networks Facilities, BCL, before the work commences. BCL shall not unreasonably withhold its approval, and shall endeavour to respond to any such requests as quickly and as reasonably possible.

4. Road

Trans Power shall be the controller of the road and shall arrange for any necessary maintenance to keep the road up to all weather four-wheel drive standard.

Cost distribution shall be on the following basis.

25% BCL
25% TNZL
25% Trans Power
25% Airways

All users shall be advised in advance of any proposed maintenance. Such notice shall be given as soon as reasonably practicable in the circumstances of each case.

Trans Power shall provide an estimate of costs for road maintenance, and shall advise the other parties before any major maintenance or upgrading of the road is begun.

5. Cleaning

Trans Power shall control the cleaning of common areas within the building. Each building user shall make its own arrangements for cleaning areas which are used exclusively by it.

Cost distribution for the cleaning of common areas.

30% BCL
30% TCNZ
30% Trans Power
10% Airways

6. Exclusion of Liability

- a Each party shall exercise all rights under this agreement at its own risk, so that if there is any injury or loss or damage to any person or equipment, no other party shall be under any liability whatsoever in respect of such loss or damage (unless caused by the wilful or grossly negligent act of that other party's officer or agent). In this respect the statutory requirements of the Health and Safety in Employment Act 1992 are the responsibility of all parties.
- b Although BCL is responsible for the Standby Plant and Power Supply, and is the site controller for the tower structure, it shall in no way be

held to be responsible for the installation, operation or maintenance of the equipment of the other parties, nor for any direct or indirect loss arising from failure of the standby plant and power supply or of the tower structure, unless such failure might reasonably have been foreseen and remedied by normal and reasonable maintenance procedures.

- c Each party shall be responsible for arranging its own insurance cover in respect of its equipment or other interests in the High Site as it may in its own discretion see fit.

7. Title to Site

- a The parties acknowledge that there is at present no registered lease or other interest in or to the Site. The parties further agree that, in order to secure tenure to the site, BCL shall seek to attain legal title to the site, in its name, on behalf of the parties to this agreement. Notwithstanding this, no party shall have any greater or prior interest thereto the exclusion or detriment of any other user other than as allowed for elsewhere in this agreement. This Heads of Agreement document will be registered on the Title to Site.
- b The parties will share equally in the cost of obtaining a registered interest in the land of which the site forms part. Payment will be made within 21 days of receiving an invoice in that respect from BCL. This may include reasonable legal costs as well as actual expenses and disbursements paid by BCL to Landcorp.
- c The parties will contribute to any outgoings in respect of the land which will be payable by BCL, namely local authority rates and land tax, in accordance with the method of cost distribution detailed in clause 1 above. Payment will be due on receipt of an invoice concerning such payments by BCL. BCL will undertake to pay those costs and will indemnify the other parties in respect of any liability they may otherwise have in respect thereof.

8. Resource Management Act

Each party will be responsible for any breach by it of the provisions of the Resource Management Act 1991 (and whether relating to Resource Management consents, contamination or otherwise). If it cannot be determined which party was responsible for that breach, each party shall bear an equal share of any costs relating to such breach.

9. Arbitration

If there is any dispute or difference between or among any parties regarding the interpretation of any part of this agreement or any act or thing to be done pursuant to this agreement, that dispute or difference shall be referred to arbitration in accordance with the Arbitration Act 1908 and its amendments. The parties shall use their best endeavours to resolve such dispute as expeditiously as possible.

10 Agreement Administration

The master copy of this agreement shall be held by BCL and copies distributed to each user.

Amendments or revisions of this agreement may be requested at any time by any user.


This agreement shall be reviewed by the Users in 10 years time on January 1, 2005.

11 Managment Fee

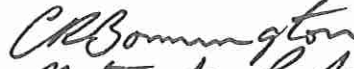
BCL will be paid a flat fee of \$4,000 per annum in the proportions as for the building allocations in Clause 1 above.

AGREEMENT DATE: 23. March 1995[^]


SIGNED for BROADCAST COMMUNICATIONS LIMITED


Manager Infrastructure & Development
23/3/95

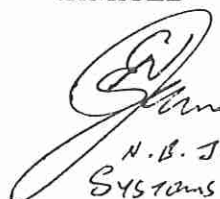
SIGNED for TELECOM NEW ZEALAND LIMITED


C. Bonington
Network Property manager. 25/2/95

SIGNED for TRANS POWER LIMITED


D. Robinson 16/1/95. (D. Robinson)
Commercial Mgr. (Aching)

SIGNED for AIRWAYS CORPORATION OF NEW ZEALAND LIMITED


N.B. James 11/1/95
Systems Manager

MTMYCOST.XLS

Spreadsheet to show attribution of BCL costs to parties at the Mt Mary Site

The total costs split out for each party as a result of the Management report 11 August 1994 are:

		Costs	Insurance	Total
Building & Plant	30% BCL	\$2,010.00	\$1,110	\$3,120.30
	30% TNZ	\$2,010.00	\$1,110	\$3,120.30
	30% Trans	\$2,010.00	\$1,110	\$3,120.30
	10% Airw	\$670.00	\$370	\$1,040.10
	Total	\$6,700.00	\$3,701	
Fuel & gen set	46% BCL	\$1,679.00		
	15% TNZ	\$547.50		
	9% Trans	\$328.50		
	30% Airw	\$1,095.00		
	Total	\$3,650.00		
Tower	50% BCL	\$4,600.00	\$950	\$5,549.50
	25% TNZ	\$2,300.00	\$475	\$2,774.75
	25% Trans	\$2,300.00	\$475	\$2,774.75
	Total	\$9,200.00	\$1,899	
Managment fee for 1994	30% BCL	\$1,200.00		
	30% TNZ	\$1,200.00		
	30% Trans	\$1,200.00		
	10% Airw	\$400.00		
	Total	\$4,000.00		
Insurance cover				
	Ratio	Premium split	Cost centre allocation	
Building	\$150,000	19%	\$1,059	\$3,701
Tower	\$269,000	34%	\$1,899	\$1,899
Plant	\$374,110	47%	\$2,642	
	\$793,110	Total	\$5,600	\$5,600

The proportion of contribution to capital improvements to the site are:

Fuel tank	46% BCL	\$16,100.00
	15% TNZ	\$5,250.00
	9% Trans	\$3,150.00
	30% Airw	\$10,500.00
	Total	\$35,000.00
Tower	50% BCL	\$40,000.00
	25% TNZ	\$20,000.00
	25% Trans	\$20,000.00
	Total	\$80,000.00

SUMMARY of costs for invoicing by BCL to 30 AUGUST 1994

		GST	Total Invoiced
BCL	\$11,548.80		
TNZ	\$7,642.55	\$955.32	\$8,597.87
Trans	\$7,423.55	\$927.94	\$8,351.49
Airw	\$2,535.10	\$316.89	\$2,851.99
Total	\$29,150.00		



SE/2/9/1, 3/1, CS/6/5

31 May 2005

Property Manager
Broadcast Communications Limited
PO Box 2495
Grafton
AUCKLAND

Attention: Elizabeth Hoskins

MOUNT MARY COMMUNICATION SITE, UPPER WAITAKI VALLEY

We refer to your letter of 20 August 2004 and earlier correspondence on the payment of the Mackenzie District Council rates owed on the Mount Mary communication site. Also, over recovery of the rates paid by the Crown for the period 1992-2000, the period your company has been managing and collecting rates under the various Heads of Agreements.

This office has reluctantly paid the outstanding rates to the Mackenzie District Council (up to 30 June 2005) on the understanding that the company will immediately reimburse these costs.

Finalising the transfer of ownership in this site remains on hold until Land Information New Zealand settles a long standing Public Works Act compensation agreement with the landowners (lessees) of The Wolds pastoral run. This involves the acquisition of land over which the Meridian Energy owned Tekapo canal has been built and which provides vehicular access to the site.

As the Mount Mary site is also located on The Wolds it is important that this acquisition be resolved before addressing the ownership options regarding the rights to be transferred to the existing occupiers. We understand this is close to settlement.

Attached for payment is an invoice for \$15,043.50, covering:

- 1 \$ 3,817.00 for the outstanding Mackenzie DC rates to 30 June 2005;
- 2 \$11,226.30 for the previous rates paid by the Crown (this invoice replaces our previous invoice dated 16 May 2000).

1 The Terrace
PO Box 3724
Wellington
New Zealand

tel. 64-4-472 2733
fax. 64-4-473 0982
www.treasury.govt.nz

We would appreciate this account being paid promptly and look forward to the matter being resolved.

Yours sincerely

pp Chris White

R J Miller
for Secretary to the Treasury

cc John Addison
Joanne Hughes