

Crown Pastoral Land Tenure Review

Lease name : BIRCHWOOD

Lease number : PO 075

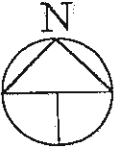
Due Diligence Report (including Status Report) - Part 2

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 09



Report 2 of 3

Pt Sec 3338

Sec 4
SO 21207

Report 3 of 3

Sec 1
SO 21079

Sec 7
SO 21207

Pt Run 94

Pt Run 94

Sec 7
SO 21207

Report 2 of 3

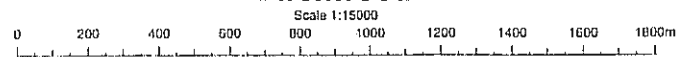
Pt Run 94

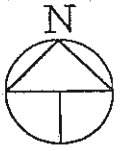
Pt Run 94

Sec 1
SO 22980

Version	1	2	3	4	5
Otago Land District	Sheet 3 of 5				
NZMS 260 G38 & G39	Date 2/11/1999				

Birchwood





Sec 1
 SO 24206

Sec 2
 SO 21081

Sec 3
 SO 21081

Pt Sec 3339

Pt Run 94

Report 2 of 3

Report 3 of 3

Pt Sec 3339

See Sheet 5 of 5

Pt Sec 3338

Report 3 of 3

Sec 2
 SO 21080

Pt Run 94

Sec 8
 SO 21208

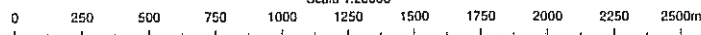
Report 2 of 3

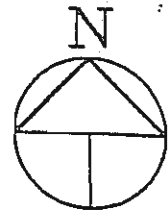
Sec 9
 SO 21208

Version	1	2	3	4	5
Otago Land District	Sheet		4 of 5		
NZMS 260 G38 & G39	Date		2/11/1999		

Birchwood

Scale 1:20000





Pt Sec 3338
Report 3 of 3

Report 2 of 3

Sec 8
SO 21208

Sec 3
SO 21080

Sec 9
SO 21208

Sec 2
SO 21080

LEGAL ROAD

LEGAL ROAD

Marginal Strip

River

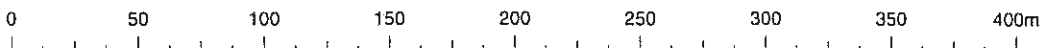
Ahuriri

Marginal Strip

Version	1	2	3	4	5
Otago Land District					Sheet 5 of 5
NZMS 260 G38 & G39					Date 2/11/1999

Birchwood

Scale 1:3000



STIRLWOOD

Registered in the LAND REGISTER BOOK but not under the LAND TRANSFER ACT

(L and S B-4)

Issued as a Renewal of (or in Exchange for) Lease registered in Vol. 335 fol. 5

NEW ZEALAND

13.10.99
TAUPO
LAND DISTRICT

Entered in the Register-book, Vol. 33 fol. 80
the 13 day of February 1948

ND & DEEDS
13 JAN 1955



at 2.30 o'clock
W. J. ...
Land Registrar

Pastoral Lease of Pastoral Land under the Land

No. P. 75

This Deed, made the first day of March, one thousand nine hundred and fifty-one between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and ... of ... CHARALMA ... in the Dominion of New Zealand, FARMER ... (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All those pieces or parcels of land containing by admeasurement ... 58770 ... acres ... roods and ... perches, a little more or less, situated in the Land District of Otago ... and being Runa 94, 429, 429C, Hunter, Stafford, Longalipside, ... Campbell and Hopkins Survey Districts ...

See diagram on separate sheet

hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July ... one thousand nine hundred and fifty-one ... together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-one. Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Otago ... the clear annual rent of One hundred and ... fifty pounds ... (£150:-) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£ ...) by a deposit of (£ ...) (the receipt of which sum is hereby acknowledged) and thereafter by (£ ...) half-yearly instalments of shillings and pence (£ ...) on the 1st day of January and 1st day of July in each year in the same manner as rent.

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

1. THAT the Lessee will fully and punctually pay the rent hereinbefore reserved at the times and in the manner hereinbefore named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1908-1950.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1923.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Massey's Tussock Act, 1946, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether each land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

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

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1946) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be an right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 60 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building or well in, on, or about: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purposes on the said land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 68 (3) of the Land Act, 1946, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

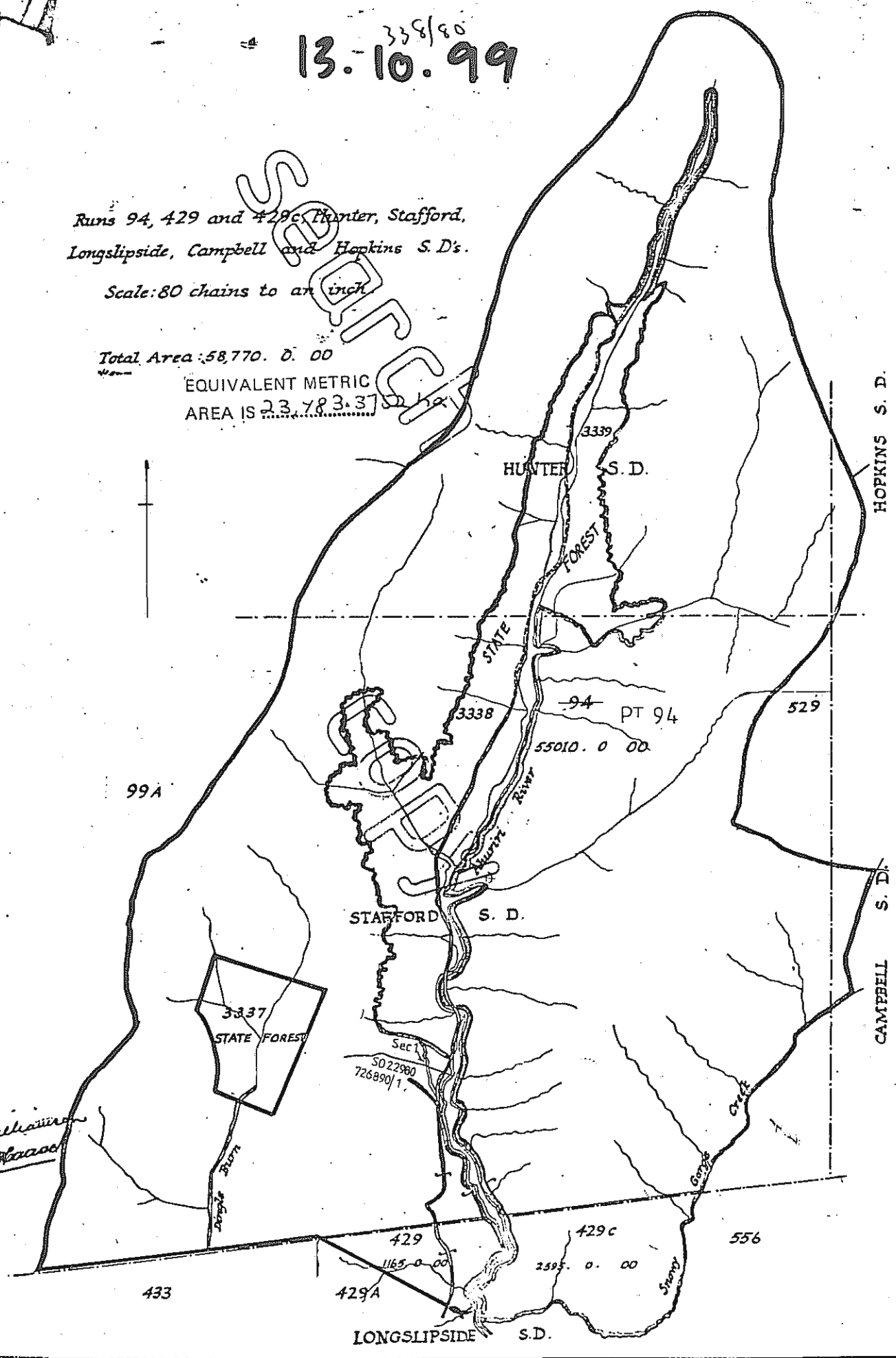
338/80
13.10.99

Runs 94, 429 and 429c, Hunter, Stafford,
Longslipside, Campbell and Hopkins S.D's.

Scale: 80 chains to an inch

Total Area: 58,770. 0. 00

EQUIVALENT METRIC
AREA IS 23,783.37 ha



Vulgarities

13-10-99

- (4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land;
- (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,
 - (a) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (b) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (c) Plough and sow in grass any portion of the said land;
 - (d) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (e) Surface sow in grass any portion of the said land;
 Provided that the lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.
- (f) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed sheep on a basis of a count of one for a day sheep and of one and a half for breeding ewes.
- ** See below for Clauses (2) and (3)
- (g) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 146 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
- (4) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

144

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

on behalf of the Lessor, hath hereunto set his

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

Witness: J. J. [unclear]
 Occupation: Chief Clerk, [unclear]
 Address: Dunedin

A. C. Haase
Commissioner of Crown Lands.

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

Witness: A. C. Brewster
 Occupation: Postmaster
 Address: Amara

E. M. Williamson
Lessee.

Amara 144

- ** (f) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 4180 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore provided) but the Commissioner may by notice in writing permit the lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.
- (1) THAT pursuant to Section 3 of the Coal Mines Amendment Act, 1950, this lease is subject to the reservation to the Lessor of all coal existing on or under the surface of the land, and subject also to the reservation to the Lessor of the power to grant coal mining rights over the land under Part I of the Coal Mines Act, 1925.

A. C. Haase
Commissioner of Crown Lands.

E. M. Williamson
Lessee.

Mortgage 138368 to Roger William Williamson
Daly and Bon King
DISCHARGED 12/10/99 338/80
24 October 1980 at 10.51am

Part of the within land (5870 hectares)
known as Section 1 Hunter Survey District
- 15.12.1983 at 11.27 am
See Re-Appellation 607324/1

280185 Certificate of Mortgage varied the covenants conditions and
Restrictions of the within land - 10.12.1984 at 10.50am
280184 Transfer to Birchwood Ltd - 10.12.1984 at
10.51am

[Signature]
A.L.R.

DISCHARGED

619038/1 Certificate vesting
Mortgages 280185, 393670 and
442762/1 in The Rural Banking
and Finance Corporation of New
Zealand - 30.7.1984 at 10.25 am

280185 Mortgage to The State Advances Corporation of
New Zealand - 30.7.1984 at 10.25am

[Signature]
A.L.R.

DISCHARGED
DEC 1984

280185 Mortgage to Roger William Williamson
10.2.80 at 10.51am

DISCHARGE OF MORTGAGE

619038/5 Mortgage to The Rural
Banking and Finance Corporation
of New Zealand - 30.7.1984 at
10.25 am

THIS PRODUCTION (ON A REDUCED SCALE)
CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL REGISTER FOR THE PURPOSES OF
SECTION 215A LAND TRANSFER ACT 1952.
[Signature] A.L.R.

[Signature]
A.L.R.

364194 Mortgage to Jennifer Mary Williamson
- 8.12.1970 at 9.31am
[Signature]
A.L.R.

619038/6 Memorandum of Priority
ranking Mortgage 619038/5 as
first mortgage and Mortgage
364194 as second mortgage -
30.7.1984 at 10.25 am

393670 Mortgage to The State Advances
Corporation of New Zealand - 18.10.1972
at 9.50am
[Signature] A.L.R.

[Signature]
A.L.R.

DISCHARGED

Part of Run 94 is now known as Section
1 S.O. 22980 (3.1470ha) - 20.4.1989
at 9.20am
See New Appellation 726890/1

442762/1 Mortgage to The Rural
Banking and Finance Corporation
of New Zealand - 3.7.1975 at
2.16 pm
[Signature] A.L.R.
for A.L.R.

[Signature]
A.L.R.

DISCHARGED

442762/2 Memorandum of Priority
ranking Mortgage 393670 as a
second mortgage, Mortgage
442762/1 as a third mortgage and
Mortgage 364194 as a fourth
mortgage - 3.7.1975 at 2.16 pm
[Signature]
for A.L.R.

831496/2 Mortgage to Bank of New
Zealand - 9.6.1993 at 10.06am
[Signature] A.L.R.

A.L.R.

454759 Variation of Mortgage 364194 -
1.3.1976 at 11.12 am
[Signature]
for A.L.R.

831496/3 Memorandum of Priority ranking
Mortgage 831496/2 as first Mortgage,
Mortgage 364194 as second Mortgage -
9.6.1993 at 10.06am

A.L.R.

459183 Variation of Mortgage 364194 -
24.5.1976 at 11.26 am
[Signature]
A.L.R.

Part of the within land is now
known as Section 1 SO Plan 24206
(6220ha) - 23.1.1995 at 9.18 am
See New Appellation 873918

A.L.R.

C.T. 338/80

947717.1 Variation and extension of
the term to 2017

13.10.99

947717.3 Mortgage to PGG Trust
Limited

947717.4 Memorandum of Priority
making Mortgages 947717.B and 364194
first and second mortgages
respectively

All 12.5.1998 at 3.35

M. Hanney
for DLR

970618.1 Variation of Mortgage
364194

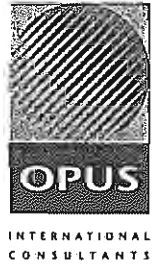
1.7.1999 at 9.00

K. Kelly
for RGL

COPY

OPUS DN 249

CERTIFICATION



Report to the Chief Surveyor, Dunedin for a certification of a Status Investigation in respect to Birchwood

- 1 John Stephen Kirk, Property Consultant, Opus International Consultants Limited certifies that the status reports enclosed for certification are in order for signature.
- 2 In giving this certification, John Stephen Kirk, Property Consultant, Opus International Consultants Limited undertakes that the status reports have been completed in compliance with all relevant policy instructions and in particular OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.



J S Kirk
Opus International Consultants Ltd
26/11/99

Stewardship Land
Report 3 of 2

Acres to ha

Acres/roods 1000.0000 404.6856400

Perches .0000000 404.6856 ha

Ha to Acres

0 0.00 acres

To	+	and	-
			Areas.
			27.1000
			1880.0000
			404.6856
			2311.7856

Crown land Report 2 of 3

Acres to ha

Acres/roods .0000000

Perches .0000000

Ha to Acres

0

0.0000 ha

0.00 acres

To	+	and	-
Areas.			
			136.4000
			179.5000
			52.3000
			183.5000
			10.1560
			9.3400
			0.8990
			35.9000
			607.9950

Report 1 of 3

275 1367.0166 1367.016623 links

Acres to ha

Acres/roods

58770.0000 23783.3750628

Perches

.0000000 23783.3751 ha

Ha to Acres

0

0.00 acres

To + and -
Areas.

23783.3751

23783.3752

S.D. :

BLOCK :

RUNS

SECTION No.	ORIGINAL PLAN.	FURTHER PLANS.						NAME REFERRED ON LOCALITY
90		Now Sections in Bks VII - XI Kuriwao S.D.						
91		Not Used						
92	2065							HUNTER
93	2047							HOPKINS CAMPBELL
94	245	2053	2065	22977 - 80				STAFFORD
95	2053	12466	12599					MCKERROW
95A	2053	2065	12599					HUNTER MCKERROW "MT ALBERT"
96	2053	2056	16440					WILKIN
96	13680	13682						WAREPA
96A	13055	13295						WAREPA
97	2056	2049	16440					MT POLLUX YOUNG WILKIN
97A								
98	NE 57		2049	2053	8953	16440		WILKIN [483-37]

S.D. :

BLOCK :

RUNS

SECTION No.	ORIGINAL PLAN.	FURTHER PLANS.						NAME REFERRED ON LOCALITY				
425 B		19976						WHITECOOMB				
425 C	15989							"				
426		} Now Southland L. D.										
427												
428	2020											
429	17613							"BIRCHWOOD" LONGSLIPSIDE "BEN AVON				
429 A	50246											
429AA		Now in Runs 233, 429A & 433										
429 B		Now Run 556										
429 C								"BIRCHWOOD" LONGSLIPSIDE UPPER HAWEA				
430 A	12465	12466	12599	17612	17613							
430 B	261	12464	15870	19037	19256	19808	19809					

in error

S.D. LONGSLIP **RUNS.**

RUN NO.	PLANS				REFERRED ON
421					
429	17613	12978	12979		
429A	17613	"	"		
P.R.A.	16374	16375			
429B					
429C					
433	12919 ^L	17613			
PT 433					
459					
556	246				
94	246				
724	12919 ^L	17613			

S.D. LONGSLIP **RUNS.**

RUN NO.	PLANS				REFERRED ON
433	12919 ^L	17613 ⁺			
PT 433					
532	246	9872			
533		7115			
556					
724	12919 ^L	17613			
732	13487	17613			
7800	16902	17613			

S.D. MID HAWEA **RUNS.**

RUN NO.	PLANS				REFERRED ON
236	1179	1180	9299	12463 ^L	12465 ^L 12918 ^L
338					
338A	262	261	2289	12464 ^L	12599 ^L 16522 ^L 17612
338B					
338C					
430B	15870 ^L				
433	12465 ^L	12919 ^L	17613		
P.R.A.					
459					
579	965	12464 ^L	16521 ^L	19041	19040 19039 19038 19037 ^{CO}
580		967	12463 ^L	12464 ^L	16521 ^L 17925
581		12463 ^L	16521 ^L		

How Sec 1 Bk. III

S.D. HOPKINS				RUNS.		
PLAN No.	PLANS			REFERRED ON		
528	241	242	243			
529	242	243	12954 ^L 12955 ^L 13335 ^L	13336 ^L	13411	
530	243	12904 ^L				
93		2047				

S.D. LONGSLIPSIDE				RUNS.		
PLAN No.	PLANS			REFERRED ON		
421						
429	17613	22978	22979			
429A	17613	"	"			
P.R.A.	16374	16375				
429B						
429C						
433	12919 ^L	17613				
PT 433						
459						
556	246					
94	246					
72A	12919 ^L	17613				

S.D. CAMPBELL				RUNS.		
PLAN No.	PLANS			REFERRED ON		
529	242	245	13336 ^L			
530	244	245	11561 12904 ^L			
531	244	12904 ^L				
556	245					
725	12904 ^L	244	13374 ^L 13375 ^L	16711	16836 ^L	
93	2047					

S.D. : _____

BLOCK : _____

SECTION No.	ORIGINAL PLAN.	FURTHER PLANS.						REFERRED ON.
8	21208							
9	21208							

SECTION NO.	ORIGINAL PLAN	FURTHER PLANS	REFERRED ON
94	2053	2065	
95A	2053	2065 12599 ^L	
99A	2053		
92		2065	
99	2053		
710	12599 ^L		
724	12919 ^L		

S.D.: STAFFORD

SECTION NO.	ORIGINAL PLAN	FURTHER PLANS	REFERRED ON
94	245	2053 2065 22977 22980	
95A	2053	2065 12599 ^L	
99A	2053	1246 ^L 12919 ^L	
529	247	245 13336 ^L	
556	245		
710	12599 ^L	21107	
724	12919 ^L		

S.D.: STAFFORD

BLOCK:

SECTION NO.	ORIGINAL PLAN	FURTHER PLANS	REFERRED ON
3337	2049	22977	
3338	2049	17983 18097 18346 21207 21208 21079 21080 21078 21071 22977 22978 22981	
3339			
1	21079		
2	21080		
3	"		
4	21207		
5	21107		
6	21107		
7	21207		



Your Reference: P75

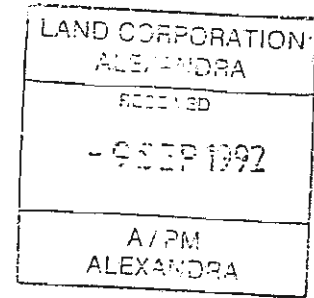
Our Reference: 7900-04 P75

John Wickliffe House
Princes Street
PO Box 896
Dunedin
New Zealand
Phone 0-3-477 0650
Fax 0-3-477 3547

8 September 1992

Landcorp Management Services Ltd
Box 27
ALEXANDRA

Attention: D V Pickens



Dear Sir

BIRCHWOOD STATION : MARGINAL STRIPS

Regarding your letter of 2 September 1991, very little progress has been made on the assessment of marginal strips on Birchwood Station.

Mr Gerrish of this office visited Birchwood earlier in the year and was given to understand that Mr Williamson was not favourably disposed toward marginal strips being imposed on his lease.

The Lease does not expire until 2017 and any marginal strips required would not come into force before that date. It is therefore not a high priority.

Mr Gerrish obtained a copy of the Birchwood Run Covenant Management Plan but this did not provide much assistance.

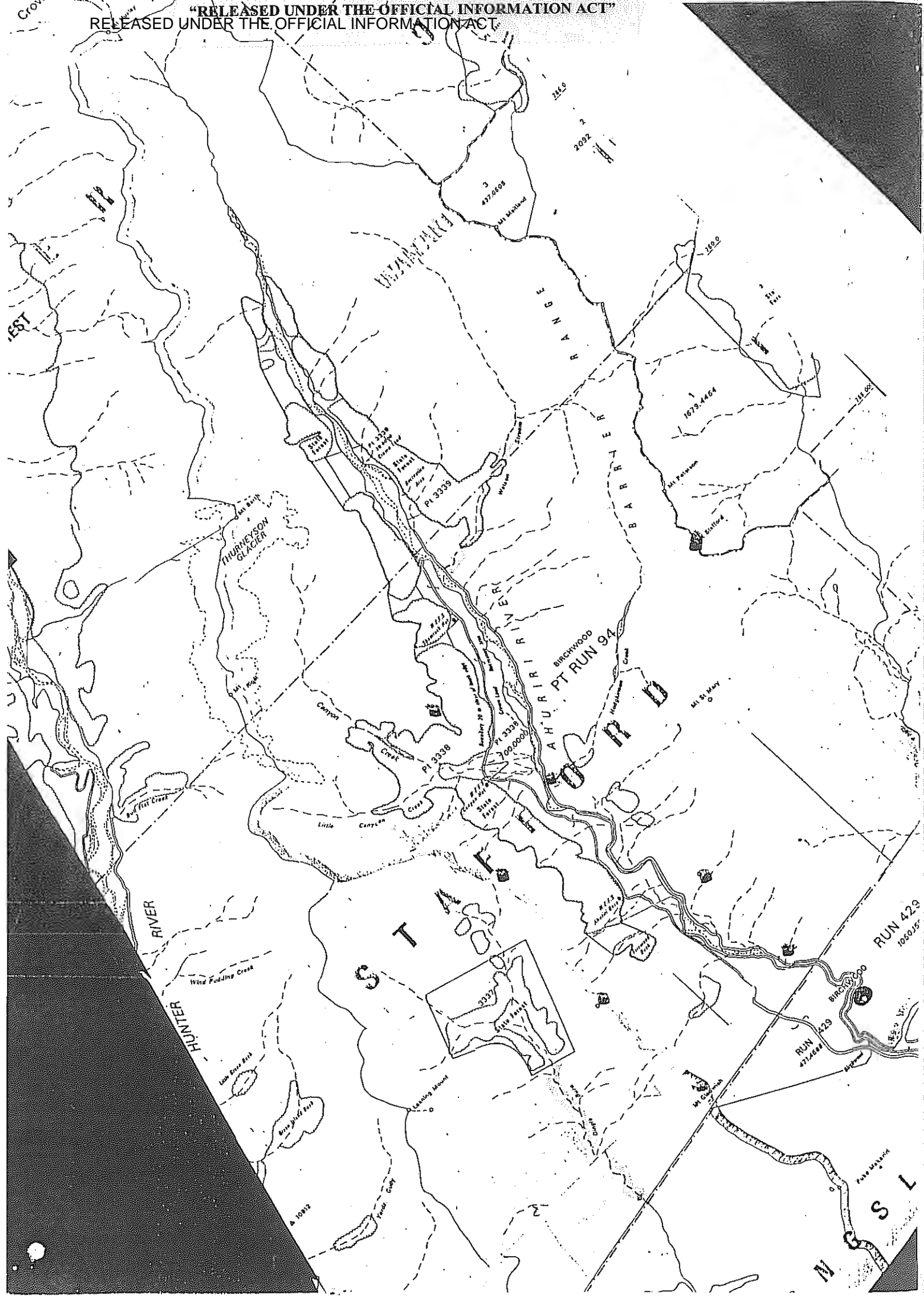
Preliminary investigations suggest that portions of the Ahuriri River, Watson Stream, Hodgkinson Creek, Gorge Creek and Dingle Burn as shown coloured blue on the attached plan could be subject to the marginal strip legislation.

Please contact me if you require more information I would appreciate it if you would keep me informed of further developments. We will have to return to Birchwood to do an accurate assessment at some time in the future and it will be of value to be fully informed of previous contacts with Mr Williamson on behalf of the Crown.

Yours faithfully

M H Warburton
Assistant Chief Surveyor

mhwbirch/rah





Our Ref: Po075

LAND RESOURCES DIVISION

28 October 1998

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

Manager Regional Crown Property Services
Land Information New Zealand
Private Bag 4721
CHRISTCHURCH

ATTENTION: BOB LYSAGHT

Dear Sir

RE: MARGINAL STRIPS - BIRCHWOOD

- (1) In a fax of 7 October 1998 David Gullen drew my attention to the need to obtain formal advice in relation to marginal strips.
- (2) In 1986 the Land Settlement Board approved a series of actions in relation to Birchwood Pastoral Lease. The principle actions involved the surrender of 5625 (*on survey 6330 ha*) and incorporation of 597 ha (*on survey 614.7 ha*). The Conditions relating to these actions included as *1 (c) Section 58 Strips to be laid off on appropriate streams*. Presumably reference is to Section 58, Land Act 1948.
- (3) Section 58, Land Act 1948 was repealed by the Conservation Law Reform Act 1990. The equivalent provisions are now contained in Part IVa, Conservation Act 1987.
- (4) Field inspections by Conservation Department and Knight Frank staff have confirmed that all or portions of the Ahuriri River, Canyon Creek, Snowy Gorge Creek Dingle Burn, Hodgkinson Creek and Watson Stream meet the minimum 3 metre width requirement for marginal strips. The lessee, who accompanied the inspection disputes this in relation to the Hodgkinson as for most of the year the last stretch of this creek before it enters the Ahuriri is underground.
- (5) The mechanism for recording those marginal strips is unclear.

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P O Box 27, Alexandra

Knight Frank (NZ) Limited
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INTERNATIONAL PROPERTY CONSULTANTS



- (6) We would appreciate you seeking advice from DOC through your Head Office on two matters:
- (a) The appropriate mechanism to record the marginal strip on plans and/or on the pastoral lease.
 - (b) The streams which should be subject to marginal strips on the Birchwood lease.
- (7) Please contact the writer if further information is required.

Yours faithfully

A handwritten signature in black ink, appearing to be "K R Taylor".

K R Taylor
Manager, Alexandra
KNIGHT FRANK (NZ) LIMITED

cc Geoff Holgate
Knight Frank (NZ) Limited
P O Box 142
CHRISTCHURCH



BIRCHWOOD STATION: SURVEYS - STATUS

REPORT ON LETTER WRITTEN BY D PICKENS, LANDCORP.
(Prepared by T B Gerrish, completed March 1993)

(1) *Release of former State Forest land to Crown Land, for incorporation into Birchwood Pastoral Lease:*

There is a discrepancy between the area shown on SO 17983 (700 + 30ha) and that determined by the Commissioner of Crown Lands (597ha shown on letter dated 13 June 1986).

The northern area planimeters to just under 30ha. With the exclusion of the 20m marginal strip along the banks of the Ahuriri River this area reduces to 26ha. This is in good agreement with the area shown on SO 17983.

The main area planimeters at 616ha from SO 17983 (there is distortion in the print). The figure shown on this plan though is 700ha. This figure can also be modified by subtracting 28ha (marginal strips along the Ahuriri River) and 6ha for the area occupied by the Canyon Creek riverbed and marginal strip. This marginal strip has been shown on SOs 21207 & 21208 (dated October 1984) but this plan has yet to go through the plan approval process.

The above evidence indicates that the Commissioner of Crown Land's area is probably closer to the actual value than the balance shown on SO 17983.

(2) *Surrender of alpine lands.*

SO 20749 has been approved and the land is now known as Section 1, SO 20749 (see RM G38). This is also acknowledged in the lease document but no action has been taken to surrender the 5870ha of land.

There are a couple of aerial photos showing proposed amendments to two portions of the retirement boundary on SO 20749. The date of the photography is 9/2/86 and the photos have been signed by R M Williamson the lessee and M G Heine of DOC. No date of signing has been given.

Photo SN 8568 C/4 shows an area in the north west head-waters of the Ahuriri River which is annotated "The Bluffs". The tops of the bluffs being the proposed boundary. The present boundary on SO 20749 follows an unnamed creek approximately 0.5km to the South of the bluffs.

Photo SN 8568 E/8 shows a proposed extension to the run retirement boundary near Little Canyon Creek. The new alignment is intended to follow the ridgeline south of the extension of Little Canyon Creek. This would mean that the whole of the Little Canyon Creek catchment would be included in the retirement area.

(3) *Foot access from Ahuriri Valley to Dingle Valley.*

This was surveyed on SO 22977 and is a three metre wide access easement. As it is only an easement rather than an allotment, it is not expected that the walkway will become Crown Land as suggested by D Pickens. A complication occurs in that the creation of easements does not occur readily when the parent plan is an SO plan.

Please find prints enclosed with reports.



(4) *Access through pastoral lease and Crown Land along the Ahuriri Valley.*

The formation of the road has been surveyed on SOs 21077 and 22978. This has been followed up with the following computed plans: SOs 21079 & 21080 which have not been lodged, SO 22979 which has been approved and is now accepted as the definition of the road and SO 22980 which has been approved but has not been legalized.

Decisions have been made by the lessee, Landcorp and DOC that the road formation becomes Crown strips which are to be allocated to DOC; rather than become legal road. This appears to be so that the lessee has greater control over access to the valley at times when the road is prone to vehicle damage.

(5) *Marginal Strips.*

Marginal strips will need to be applied to a number of waterways in Birchwood Station.

The Ahuriri River already has Section 58 strips over some of its length. These will become marginal strips and further marginal strips will have to be created in other places.

According to NZMS 261 sheets G38 and G39, marginal strips/Section 58 strips are in place on both sides of the Ahuriri River as far upstream as map reference 394 532. These strips continue up the eastern side of the river as far north as the areas of land shown on SO 21081 (Secs 2 & 3) at approximately 410 633. This strip also continues to the north of the DOC land and extends from 427 700 to 431 713. SO 21081 shows Section 58 strips alongside the east bank of the river adjoining Section 3 (yet to be created). Similarly on the western side of the river, this same SO plan shows Section 58 strips adjoining Section 2.

SO plans 21207 and 21208 which have both been lodged but not approved, show Section 58 strips up much of the west side of the river.

One small portion of the river that does not appear to have any previous provisions for marginal strips made. This is to the immediate south of the land shown on SO 21207 and encompasses a strip of land of approximately 0.5km.

There are also short stretches of river at the upstream reaches of the Ahuriri River that do not have marginal strips over them. As they are now encompassed in the retired land shown on SO 20749 it should not be necessary to create strips.

Snowy Gorge Creek is mentioned in a variety of correspondence. D V Pickens in his letter of 13/10/92 is unsure as to whether or not there are marginal strips yet in place. The Commissioner of Crown Lands (J N Rodda) in a letter dated 12/03/86 indicates that the lessee, Mr Williamson, is willing for such a strip to be created. The Draft Covenant Management Plan for Birchwood Station (14/01/91) states that there is a Section 58 strip along the southern side of the Snowy Gorge Creek.

No Section 58 strip is shown on our Record Maps nor on our cadastral map series, NZMS 261. On the understanding that no Section 58 strip or marginal strip already exists, it is therefore recommended that a marginal strip be applied as far upstream as 465 541. This is based on a determination from aerial photos and coincides with the confluence of two tributaries.

Canyon Creek has Sec 58 strips shown along its boundaries on SOs 21207 and 21208. However, these plans have yet to be approved so the Section 58 strips over this creek are not in force. If these plans were to continue further through the system it would be necessary to amend the Section 58 strips to marginal strips. My own observations in the field and from aerial photos indicate that the extent of the strips on these two plans are correct, ie. they are only warranted along the portion of Canyon Creek that crosses the river flats.



Dingle Burn will require marginal strips to be applied downstream (to the south) of Stafford State Forest, ie. from the run boundary at 342 485 and as far upstream as 348 522. This has been determined by my own observations from aerial photos and from consultation with S M Copson (DOSLI).

Watson Stream passes through an area of DOC land. Upstream of this, the waterway appears to be over 3 metres wide for isolated lengths but is not considered worthy of a marginal strip. Therefore marginal strips are only to be placed over the lower section of the stream, ie. from the confluence with the Ahuriri River to as far upstream as the DOC land at map reference 417 623.

From its confluence with the Ahuriri River, Hodgkinson Creek goes through a gorge for a distance of nearly a kilometre before the head-waters of this creek open out into a sizeable valley. The lower parts of the gorge and the valley above the gorge are well over 3m in width. The gorge also has high scenic appeal. These observations have been made primarily by Dave Massam (DOC) on 23/01/90. I have also seen the lower part of the gorge myself and been able to make further assessments based on the aerial photos of the area.

The preceding information aside, the leaseholder is reluctant for 20 metre marginal strips to be placed adjacent to this creek. Mr Williamson quite correctly argues that it is not physically possible to negotiate Hodgkinson Creek while staying in the confines of the marginal strips.

While this is certainly a problem, I consider that because of the substantial size of Hodgkinson Creek, it warrants marginal strips along its margins. I recommend that the upper extent of a marginal strip be at the confluence of a small tributary at 431 587.

(6) *Conservation covenants, QEII*

PNA 1 (Shamrock) This is shown as PNA 1 on photo SN 8568, E/9. The back of the photo has been signed by R M Williamson the lessee, I E Williamson for the QEII National Trust and M G Heine for DOC. Unfortunately this does not carry the weight that it could have due to there being no date shown beside the signatures. Most of the definition of this area can be adopted from SO 17983 or computed from SO 21077.

There does however seem to be a conflict of interests here as (1) above indicates that former state forest land is to be released for incorporation into the Birchwood Station lease. The effect of the proposed covenant will be to prevent most of this land from becoming an integral part of the lease.

PNA 2 (Snowy Gorge Creek) Shown as PNA 2 on photo SN 8568, H/10. As with PNA 1, it has the same signatures on the back but no dates. The definition generally follows ridges and gullies so we would hope that an aerial photo definition was sufficient to create a covenant document.

PNA 5 (Firewood Bush) Shown as PNA 5 on photo SN 8568, H/9. Again there are signatures on the reverse of the photo but no dates. Some parts of this area have been defined on existing plans and the remainder tends to follow ridge lines.

BIRCHWOOD STATION - Description and status of plans

SOs	TITLE/DESCRIPTION	DATE	LODGED/ APPROVED/ ACTIONED
17983 (compiled)	State Forest land to be declared Crown Land being part rural sections 3338 and 3339 (Defined from aerial photos). <i>730ha</i>	Jan 1974	Y/Y/Y ✓
18097 (compiled)	Redefinition of State Forest being sections 3338 & 3339 (Defined from aerial photos). <i>2610ha</i>	Dec 1974	Y/Y/Y ✓
18346 (compiled)	Redefinition of State Forest being Sections 3338 & 3339. Covers the same area as SO 18097 with the exclusion of the river flats. (Adopted from SOs 17983 and 18097). <i>1880ha</i>	Nov 1975	Y/Y/Y
20749 (compiled)	Section 1- Formerly Part Run 94, land to be retired. (Defined from aerial photos and SO 18097) <i>5870ha</i>	Aug 1983	Y/Y/N ✓
21077 (6 sheets)	Plan of fix of centre line of formed track, edge of bush and bank of Ahuriri River. Class C survey.	Sept 1983- Feb 1984	Y/Y/-
21078	Plan of roads to be stopped- NOT TO BE ACTIONED <i>26.526ha</i>	Oct 1984	Y/Y/N ✓
21079 (computed)	Section 1- Right lining of road formation to South of Canyon Creek. (Computed from SO 21077). <i>10.153ha</i>	June 1984	Y/N/N ✓
21080 (computed)	Sections 2 & 3- Right lining of road formation to North of Canyon Creek. (Computed from SO 21077). <i>10.1586ha</i>	June 1984	Y/N/N ✓
21081 (compiled)	Sections 2 & 3- Two sections of land at north end of Ahuriri Valley, adjoining river. <i>51.5ha</i>	Oct 1984	Y/N/N ✓
21207 (compiled)	Sections 4 & 7- Areas of land to immediate South of Canyon Creek. These two sections are separated by the right lined formation shown on SO 21079. <i>303.1ha</i>	Oct 1984	Y/N/N ✓
21208 (compiled)	Sections 8 & 9- Areas of land to immediate North of Canyon Creek. These two sections are separated by the right lined formation shown on SO 21080. <i>223.4ha</i>	Oct 1984	Y/N/N ✓
22977 (5 sheets)	Easements- Walking track from Ahuriri Valley to Dingle Burn. 3m wide easement.	March 1988	Y/Y/N ✓
22978 (2 sheets)	Survey information- Centre line fix of formation. Area to South of SO 21077.	Apr/May 1988	Y/Y/-

22979 (computed) (2 sheets)	Road redefinition- right lining of formation. (Computed from SO 22978).	Aug 1988	Y/Y/Y	✓
22980 (computed)	Section 1- Right lining of formation to South of SO 21077. (Not legal road as in SO 22979). (Computed from SO 22978). 3.1470ha	Aug 1988	Y/Y/Y	✓

birch_sc/1bg

12/14

Our Ref: P75



13 October 1992

Chief Surveyor
Department of Survey & Land Information
P O Box 896
DUNEDIN

ATTENTION: M H WARBURTON

Dear Sir

BIRCHWOOD STATION: SURVEYS - STATUS

The following is our understanding of the current status of survey requirements re LSB decision of 4 March 1986.

Fieldwork (as appropriate) to Approved Plan have been completed re:

1. **Release of former State Forest land to Crown land, for incorporation into Birchwood pastoral lease:**

SO 17983 describes Pt RS 3338 (700ha) and Pt RS 3339 (30ha). (These areas have not yet been incorporated into the pastoral lease).

The Commissioner of Crown Lands in a letter to the lessees dated 14 December 1984, reckons these areas to be 597ha, owing to the laying off of marginal strips along the Ahuriri River - we have no confirmation of this by way of SO Plans etc.

2. **Surrender of alpine lands:**

Originally estimated at 5625ha, were confirmed in 1983 at 5870ha as described in Compiled Plan SO 20749.

(These lands have not yet been surrendered from the pastoral lease - surrender documents to be signed when other documentation is ready).



3. **Foot access from Ahuriri Valley to Dingle Valley:**

This has been surveyed - SO 22977.

(Not sure if this is to become Crown land - we do not appear to have a copy of this Plan - reference only).

4. **Access through pastoral lease and Crown land along the Ahuriri Valley:**

("The existing road formation through the current Crown land area is to remain as a Crown strip and be allocated to DOC" - D Gullen, 4/6/92.

No Action to be taken to close or stop unformed legal roads through both pastoral lease and Crown lands).

These have been surveyed. SO Plans 22979 and 22980 refer.

(Some parts of the existing road formation within the pastoral lease which deviate from the legal roadline have not yet been surrendered).

5. **Marginal Strips:**

DOSLI have been in contact with the lessee who sees no practical purpose in defining marginal strips on Watsons and Hodgkinsons Streams. Refer also to D Massam (DOC) report.

Strips are in place (?) along the Ahuriri and Snowy Rivers, and should also apply to the Dingle for fishing and tramping recreation.

6. **Conservation Covenants, QE2:**

Not sure yet if theses will require survey.

This information may further assist your understanding of the issues involved with the LSB decision - perhaps you are able to fill in some of our gaps in knowledge.

Yours faithfully

D V Pickens
Consultant
LANDCORP PROPERTY LIMITED

P75

Birchwood.

David,

- ① I have been talking to DOBLI re survey required for the LSB decision, and they are somewhat confused.

Please write to them requesting advice as to the status of survey (ie fieldwork completed, plan prepared, plan approved) for each aspect of the proposal (ie incorporation of the river flats into the lease, identification of the fanned access to be retained by the Crown, access to the Dingle, surrender of the high country (and any I've forgotten). Refer to the SO Plans of which we have copies on file.

- ② Please chase Ian Williamson re QEII agreement.
- ③ Please chase Ron re the renewal valuation for P75 & P19.

Thanks,

gen.



LANDCORP
LANDCORP PROPERTY LIMITED

ALEXANDRA OFFICE
4 LIMERICK STREET, PO BOX 27, ALEXANDRA, NZ
PHONE 0-3-448 6935, FAX 0-3-448 9099

FACSIMILE TRANSMISSION SHEET

COMPANY: DOSHI, Dunedin FAX NO: _____
ATTENTION: Max Warburton
FROM: Ken Taylor
DATE: 29/9/92 NO. OF PAGES: 2
(INCLUDING THIS HEADER)
SUBJECT: Marginal Strips - Birchwood

PLEASE ADVISE IMMEDIATELY IF ANY PART OF THIS TRANSMISSION WAS NOT RECEIVED

I discussed the requirement for marginal strips at Birchwood with DOC on 24/9/92. Attached is a report by Dave Massam on the Hodgkinson and Watson streams which may help. Dave will happily discuss the matter with you if necessary.

I look forward to your response in due course.

Dave Picken will also be contacting you in the near future regarding other survey requirements for Birchwood.

Ken



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LANDCORP PROPERTY LIMITED

ALEXANDRA OFFICE
41-43 TARBERT STREET, PO BOX 27, ALEXANDRA, NZ
DX 17726, PHONE 0-3-448 6935, FAX 0-3-448 9099

FACSIMILE TRANSMISSION SHEET

COMPANY:	Office of Crown Lands	FAX NO:	
ATTENTION:	L E Porter		
FROM:	Ken Taylor, ALEXANDRA		
DATE:	22 March 1995	NO. OF PAGES:	2
		(INCLUDING THIS HEADER)	
SUBJECT:	SURVEY - BIRCHWOOD		

PLEASE ADVISE IMMEDIATELY IF ANY PART OF THIS TRANSMISSION WAS NOT RECEIVED

Further to my letter of 2 March, internal DOSLI memo to Regional Manager Dunedin and our discussion of 21 March.

From our discussion it appears that I had presumed prior knowledge when writing my letter of 2 March. I apologise for this. I wish to more clearly set out the situation regards survey costs.

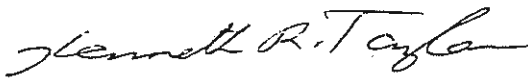
1. The identification of marginal strips: This is additional work which should have been quoted for prior to completion.
2. The re submission of plans is work which should have been completed by Lands and Survey or DOSLI in 1987. This did not form part of the work for which I had previously sought financial approval. I had assumed this would be completion of the earlier contract.
3. Right of Way across Canyon Creek was additional work for which a quote had been sought, but not provided.
4. The revised run retirement plan (SO 24206) is a legitimate extra cost, but again was requested in 1987.
5. Right of way easement through Section 3337 is the only work contained in your approval of 18 January 1995.

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- 2 -

In conclusion the question is whether or not items 2 and 4 should have been completed under instructions issued within the former department. I believe they should have. Items 1 and 3 are items for which additional cost is justified. Item 5 is per previous approval.

Please contact me if further clarification is required.



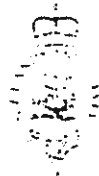
Ken Taylor
Manager
LANDCORP PROPERTY LIMITED

DEPARTMENT OF LANDS AND SURVEY

TELEGRAPHIC ADDRESS 'LANDS'

FOR VERBAL INQUIRIES
PLEASE ASK FOR MR Rodda

TELEPHONE No. 770 650



OUR REFERENCE P 75

YOUR REFERENCE

DISTRICT OFFICE,

P.O BOX 896

DUNEDIN

12 March 1986

Mr & Mrs R M Williamson
Birchwood Run Limited
Birchwood Station
OMARAMA

Dear Mr & Mrs Williamson

Further to your discussion with the writer on 26 September 1985 and your letter to me of that date, I am pleased to advise that the issues have now been considered by the Land Settlement Board on 4 March 1986 which resolved :

- 1 Pursuant to Section 54(1)(d) and (3) Land Act 1948 approve the incorporation of 597 hectares of Crown land into the Birchwood pastoral lease at no increase in annual rental or stock limitation and subject to the following conditions:
 - (a) That renewal of the pastoral lease include provisions for public foot access rights to the Dingleburn State Forest from Ahuriri Valley subject to notification to lessee and with proviso that no firearms or dogs will be allowed without specific permission of lessee. Public access to be appropriately identified on site.
 - (b) Lessee to sign surrender documents for 5625 hectares to be retired.
 - (c) Section 58 strips to be laid off on appropriate streams.
 - (d) Lessee to enter into conservation covenants prior to formal incorporation as recommended for areas at Shamrock Hut Flats, Firewood Bush and Maitland Snowy Gorge. Final areas and conditions to be determined following further investigation by Department. Lessee not to modify these areas with increased grazing pressure or modified management practice and to accept appropriate block limits in association with the larger blocks within which the PNA areas fall.
- 2 To require unrestricted vehicular access from the southern boundary of the pastoral lease through to the southern boundary of the present Crown land area. This will entail

the surrender from the pastoral lease of those parts of the existing road formation which deviate from the legal road-line.

- 3 The lessee to be advised that in the event of him being unwilling to agree to 2 above the overall matter is to be referred back to the Board for further consideration as to whether the whole package is to proceed.
- 4 The existing road formation within the Crown land area to remain as a Crown land strip to be available for unrestricted public access.
- 5 No action to be taken to close or stop unformed legal roads through both the pastoral lease and the Crown land.

You will note that the Board's decisions are consistent with your offer which followed our negotiations except for the following:

1 Valley Floor Access

The Land Settlement Board considered very carefully public access rights up the valley floor and recognised that the important element of the proposed Special Lease (Section 67(7) Land Act) to you over the access track was primarily in order for you to control vehicular access at times when two wheeled vehicles would not be able to negotiate the track from your cattle yards to the Ahuriri Base hut.

The Board recognised that pedestrian access would be as of right and that you had expressed the view that you would prefer vehicular access when possible as any disturbance to your stock would be minimised. The Board however, concluded that persons using the access route must be responsible for their own actions and if difficulties arise with vehicles becoming stuck it is up to those persons to solve their own problems.

The access strip as described in the Board's resolution is to be 20 metres in width.

2 Section 58 (Land Act) Access

As you are aware Section 58 of the Land Act provides for land to be reserved from sale adjacent to the mean high water mark of the sea, lakes greater than 8 hectares and rivers/streams which have an average width of not less than 3 metres. Of the Crown land offered for incorporation within your lease Section 58 strips have been retained from those areas adjacent to the Ahuriri River.

The Board acknowledges your willingness for a Section 58 strip to be created on the right bank of the Snowy Gorge Creek for public access purposes and appreciates the reasons as to why you are reluctant to grant access rights up the Hodgkinson and Watson Streams. However, the Board holds the opinion that it has the right to require such access strips to be laid off as part of the lease renewal process. This matter is under detailed legal investigation and you will be advised of the outcome in due course as will all pastoral lessees who have leases that are in the statutory renewal process.

- (a) This decision of the Board is subject to Section 17 of the Land Act whereby any person aggrieved by the resolution may within 21 days of being notified, apply for a rehearing.

You are aware of the representations that have been made to the Department by the Royal Forest and Bird Protection Society of New Zealand and the Federated Mountain Clubs of New Zealand who will be advised of the Board's decision and may seek a rehearing in terms of Section 17.

- (b) It is of course implicit that you also have a similar opportunity to apply for a rehearing if you so desire.

I will be grateful if you will advise me of your acceptance or otherwise at an early date. As the Board's resolution states there are a number of matters yet to be investigated in detail and I am anxious that work should proceed to achieve an early conclusion of the outstanding issues.

Yours faithfully



J N Rodda
Commissioner of Crown Lands

Our Ref: P75



13 October 1992

Manager Lands & Property
Office of Crown Lands
P O Box 896
DUNEDIN

Dear Sir

BIRCHWOOD STATION: CROWN LAND PT SECTIONS 3338 AND 3339

Your letter of 30 September 1992 refers.

1. A copy of the coloured-up plan (SO17983) re above, is attached.
2. The earliest file information on these areas totalling 730ha dates back to 1971 with an exchange of proposals between the then Director General of Lands and Forests. The proposal related to an area of alpine country totalling 5870ha (compiled plan SO 20749) but originally estimated at 5625ha, "to be retired from grazing and be declared permanent State Forest", and 730ha (originally estimated at 748ha) of State Forest "be conditionally added to the Birchwood pastoral lease". This area seems to have dwindled further to 597ha through laying off marginal strips along the Ahuriri River.

Correspondence which followed centred on what appropriate status should be given to the 5870ha area, with agreement being reached on 23 February 1973 that the area remain as unalienated Crown Land "until such time as the whole question of the management of retired lands had been resolved."

The Minister of Forests approved the release of the 730ha on 27 February 1973.

On 14 November 1980, the Commissioner of Crown Lands expressed concern that no action had been taken to incorporate the 730ha into the pastoral lease and was taking steps to ensure some swift action.

The LSB decision of 4 March 1986 endorsed the incorporation of the 730ha into the pastoral lease.



Since (and before) then, every Tom, Dick and Harry has been putting in their 10 cents worth, and the land still remains outside the pastoral lease.

On the issue of land use, the 730ha have always been grazed - originally with sheep from the earliest days of occupation dating back to the early 1860's when the upper Ahuriri was know as Conchra Run, and certainly for much of this century with cattle (also heavy deer populations at times).

The present lessee has been grazing this area as part of the extensive upper Ahuriri valley system with cattle from early October until late April, and with ewes from early December until late April.

As the 730ha lie within RAP Ahuriri 1 Shamrock Hut Flats and are to be protected under a QE2 Trust Covenant, grazing is to be restricted to 350 cows and calves from early October until late April, plus 1500 ewes and lambs from early December until late April - total 1850su pa.

Copies of recent correspondence to Max Warburton are attached also for your information.

Yours faithfully

D V Pickens
Consultant
LANDCORP PROPERTY LIMITED



Our Ref: Po075

17 November 1998

LAND RESOURCES DIVISION

Land Information New Zealand
P O Box 5501
WELLINGTON

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

ATTENTION: DAVID GULLEN

Dear Sir

RE: BIRCHWOOD STATION - PUBLIC ACCESS NEW ZEALAND

I refer to your fax of 13 November 1998 which included a fax from Bruce Mason dated 9 November 1998.

The Ahuriri Valley road formation approximately follows the legal roadline through Birchwood Pastoral Lease as far as the Birchwood cattle yards. This was confirmed by survey in the late 1980's. From the cattle yards to the edge of the Crown land area the road formation deviates markedly from the legal line. The formation through the Crown land also bears no relationship to legal roads.

Part of the 1986 agreement was to surrender the formation from the pastoral lease and retain as Crown land. The formation through the existing Crown land was also to be surveyed and retained as Crown land on incorporation of the balance into the lease.

Survey has been completed for both the above actions. Subsequent action was waiting for other components of the deal to be completed.

I attach copies of plans which identify the area.

In conclusion the road formation beyond the cattle yards does not provide legal access to the upper valley.

Please advise if you require further information.

Yours faithfully

K R Taylor
Manager, Alexandra
KNIGHT FRANK (NZ) LIMITED

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INTERNATIONAL PROPERTY CONSULTANTS

Facsimile

KNIGHT FRANK
ALEXANDRA
13 NOV 1998
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Toitu te
Land whenua
Information
New Zealand



To: Ken Taylor
Manager

Company: Knight Frank (NZ) Ltd
ALEXANDRA

Fax No: 03 448 9099

From: David Gullen

Date: 12 November 1998

Page 1 of: 2

Our Ref:

Your Ref:

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160 Lambton Quay
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Subject: Birchwood Station - Ahuriri Valley

Please see the attached facsimile message from Bruce Mason, Public Access New Zealand.

I have no information concerning the legal status of the road beyond the cattleyards. Do you know what the status is, and if so could you please provide me with any relevant information.

David Gullen

Public Access New Zealand

INCORPORATED

R D 1 Omakau 9182 Central Otago New Zealand

Phone & Fax: 64 - 3 - 447 3554

www.fish-game.org.nz/panz

Sam Brown
Commissioner of Crown Lands
Land Information NZ
Fax: 04 460 0111

M
10/11

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FILE NO.	

Dear Mr. Brown

Birchwood Station - Ahuriri Valley.

I append a letter for DOC Twizel concerning access through Birchwood. Survey plans show that the DOC view that the road beyond the cattle yards is a 'private road' is wrong. We are dismayed that nothing has changed in the 15 or more years that this issue was supposed to have been resolved. We have had a guts full of Birchwood.

Please provide me with definitive statements as to -

- (1) The legal status of the road beyond the cattle yards
- (2) The current status of the valley floor U.C.L. and any occupation/use rights over it.
- (3) What you are currently doing to resolve access and land surrender actions previously agreed.
- (4) Any QEII Trust covenant proposals on the property that you are aware of, and the nature of such proposals.

Yours faithfully,
Bruce Mason, Researcher.

Dr. J. Gullen

EVIDENCE OF
TIMOTHY JAMES WHITTAKER
TO THE
LAND VALUATION TRIBUNAL
BIRCHWOOD PASTORAL LEASE
RENT REVIEW

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DRAFT

EVIDENCE OF TIMOTHY JAMES WHITTAKER

TO THE LAND VALUATION TRIBUNAL

RE: BIRCHWOOD PASTORAL LEASE

OBJECTION TO RENT REVIEW VALUATION

(1) QUALIFICATIONS OF VALUER:

Timothy James Whittaker

Academic Qualifications:

Bachelor of Commerce (Ag)

Professional Associations:

Associate of New Zealand Institute of Valuers, Registered Public Valuer

Experience Relevant to this Case:

- Joined Lands and Survey Department in 1983 and have worked with Crown Land in the valuation thereof under the Land Act 1948 since this time.
- I have been involved with valuations for sale and purchase, lease renewal and rent review. Farm supervision and development. Farm budgeting and civilian settler supervision. Property development and investment analysis.
- Since 1992 I have worked in the Alexandra Office of Knight Frank (NZ) Limited as a Resource Management Consultant which to a large part involves providing advice to the Crown on pastoral leases. Duties have included valuations for lease renewals, rent reviews and tenure reviews throughout Otago. Also completed a considerable number of Crown renewable lease rent review and freeholdings on behalf of Land Corporation Limited, the owners.
- I have during this time formed a an understanding of the ecology of the high country, particularly tussock grasslands. This has proved useful in some aspects of LEI valuation.
- Working closely with DOC and other organisations interested in nature conservation, public recreation and landscape values as part of the Crown tenure review programme has given me an appreciation of inherent values. I frequently over the past 6 years have been involved in their assessment and valuation.

(2) INTRODUCTION:

I was instructed (*by way of internal Knight Frank instruction*) to value Birchwood Pastoral Lease for the purposes of rent review. Birchwood Station is pastoral lease established under the provision of the Land Act 1948.

The lease runs for 33 years from 1 July 1984. This is the first eleven year rent review which, under Section 132A (1) is undertaken not earlier than two years and not later than one year before the end of the first and second periods of eleven years.

The property was inspected on Friday 10 June 1994 and had previously been inspected by aeroplane when photos were taken (*see Appendix I*). The property was valued as at 30 June 1994 to reflect the values of the twelve months prior. In order to get a fair representation of values over the preceding twelve months evidence of sales was taken from that twelve months. I believe this fulfils the requirements of the Act.

(2) **PROPERTY DESCRIPTION** (*see map Appendix XXIV*):

3.1 **LEGAL DESCRIPTION:**

Part Run 94, Runs 429 and 429C Hunter, Stafford, Longslip, Campbell and Hopkins Survey Districts, Section 1 Hunter Survey District and Section 1SO 22980.

3.1 **AREA:**

23783.3752 hectares.

3.3 **LESSEE:**

Birchwood Run Limited (*Ron and Jennifer Williamson*)

3.4 **GOVERNMENT VALUATIONS:**

Valuation Assessments: 26050/119 &
29082/216

Valuation Dates: 1 October 1991 &
1 September 1993

Improvements:	\$ 146,000
Land Value:	\$ 297,000
Capital Value:	\$ 443,000
Trees:	\$ 2,000

3.5 **ZONING:**

The Ahuriri Catchment is zoned Rural D and Rural C under the operative Waitaki District Scheme. However this area is denoted as having (*No 209*) special wildlife interest and (*No 22*) several small and large oxbow lagoons surrounded by partially drained swamp land. These designations would restrict some uses on parts of the property.

The Ahuriri River is subject to a National Water Conservation Order (*1990*). This protects the river and any lagoons, lakes, ponds or tarns within a defined area adjacent to the river (*see Appendix II*).

The Dingle Burn Catchment is in the Central Otago District and is zoned Rural 2.

3.6 PROPERTY SUMMARY:

This is a large isolated Run forming the headwaters of the Ahuriri and Dingleburn Rivers. The homestead is at the lower end of the property but is still some 26 kms from the letter box on the main Lindis Pass Road (SH8). Omarama is the closest town being some 38 kms away. Access through the property is only fair with a single four wheel drive track most of the way up the Ahuriri River.

Cover includes some 40 ha cultivated pasture in fair condition with a further 810 ha previously oversown and topdressed. This has been maintained with 50 tonnes of fertiliser a year which is sown at a rate of 125 kgs per ha every 2 years. Lime has recently been applied to hay paddocks. The remainder of the property has a cover of fescue and snow tussock on the lower slopes with rock scree and sub-alpine scrub over much of the remainder. Much of this property is in its natural state.

Weeds and pests include ragwort and localised populations of rabbits which must be poisoned every 8 to 9 years.

Fencing is minimal and limited to the improved areas with natural barriers being relied upon for stock control on the remainder. Buildings are adequate but modest.

This property is particularly attractive because of its scenic recreational and nature conservation values but would be difficult to farm.

Rainfall:

1500 mm per annum at the homestead rising to 3000 mm at the top of the valley. It is close to the main divide of the Southern Alps and has a mountain climate with particularly cold winters.

Altitude:

The homestead is in the valley bottom at 700 m.a.s.l. with the property rising to the highest point of Mount Huxley at 2500 metres.

Water:

Stock water is provided from natural streams with the house water gravity fed.

Soils:

A description of soils has been obtained from the Soil Bureau Bulletin 27. The soils are those associated with a moderately high altitude river valley system and can be described as follows:

Alpine Steepland Soils - These are the high altitude mountain tops with a little or no vegetation apart from the lower margin. They have quite active geological erosion and little or no grazing potential.

Kaikoura Steepland Soils - These are upland and high country yellow brown earths which are derived from greywacke and greywacke detritus. The natural cover is snow tussock and some sub-alpine scrub. They are steep to very steep in topography, with very low fertility and liable to severe erosion.

Cass Soils - These are upland and high country yellow brown earths derived from greywacke loess over glacial till, and greywacke gravels and stony fan detritus with a thin cover of loess. The natural vegetation is snow and fescue tussock and scrubland. The topography is rolling moraines and easy rolling fans and they are low to very low in natural fertility.

Tasman Soils - These are recent soils derived from greywacke alluvium. Natural vegetation is fescue tussock grassland and matagouri. They are flat to gently sloping flood plains and terraces and gently to moderately sloping fans that have medium to low fertility.

Dobson Soils - These are gley recent soils derived from greywacke alluvium. These are basically swamp areas with vegetation of rushes and sedges. They are flat to low lying with a medium to high natural fertility.

Erosion:

Vast areas of this property are subject to natural geological erosion. These consist mainly of the higher and steeper slopes of the valley sides. Little man made or induced erosion was evident at inspection.

Snow:

This property is subject to severe winter snow falls. Snow can lie around the homestead for up to 2 months with permanent snowcaps in the mountainous rear of the property. These snows can cause considerable stock losses in some years.

Floods:

Flooding of the Ahuriri River is reasonably common and the lessee says he can get caught out causing stock losses. The dust storms which arise after a flood are significant as is the flooding of hay paddocks which can reduce the hay harvest.

Contour:

The vast majority of the property is steep to very steep except for the valley floor of some 640 ha. This is made up of alluvial flats, terraces and fans. In the lower reaches there are low lying swamp areas. Some 40 ha has been cultivated.

3.7 PRODUCTION:

As at June 1994 the property was carrying the following stock.

<i>Sheep</i>		<i>Cattle</i>	
1800	Merino breeding ewes	305	Cows
1400	Hoggets	30	1 year heifers
4162	Mixed age wethers and dry ewes	51	Heifer calves
38	Rams		
7400	Total Sheep	386	Total Cattle

These equate to some 7500 su. (*This stock unit figure has since been modified to 7000 su to take account of wether lamb purchase and hay purchase*).

Performance has included a lambing percentage of 68% to 70%, calving of 75% to 80% and wool weights of 3.3 kgs per sheep. Deaths in sheep are between 5% to 7% per annum and around 8% for cows.

(4) VALUATION COMPARISONS:

4.1 NOTIFICATIONS:

The lessees were notified of the new rental value on 2 August 1994, pursuant to section 132 (2) of the Land Act 1948 (*see Appendix III*).

The values notified were as follows:

- (a) Lessee Improvements \$ 300,000
- (b) Crown Improvements \$ 0
- (c) Land Exclusive of Improvements \$ 300,000

On 31 October 1994 the lessees gave notice that they required the value of lessee's improvements and the value of land exclusive of improvements to be fixed by the Land Valuation Tribunal (*see Appendix IV*).

4.2 DISCUSSIONS TO DATE:

The lessees originally appointed Mr Graham Isbister a Registered Valuer from Oamaru as their valuer.

Without prejudice discussions were held on 10 June 1996 and we were unable to reach even basic agreement on such things as valuation date.

A further brief discussion was held in Oamaru on 12 September 1996.

Another discussion was held on 12 November 1996 with Ken Taylor and Mr Ron Williamson present. We were unable to reach agreement, mainly because Mr Isbister was still using sales to support a valuation dated of 1 June 1995.

The lessees have since appointed Mr Morley Donaldson, Registered Valuer. Without prejudice discussions were held on 24 April 1998. It appeared that Mr Donaldson was unaware of the 1986 offer an acceptance of the surrender and incorporation of land. Mr Donaldson decided to further consult with his client.

4.3 COMPARISON OF VALUATIONS::

	<i>Isbister</i>	<i>Donaldson</i>	<i>Whittaker**</i>
<i>Area</i>	23783	23783	23783
<i>Stock Units</i>	5400	7500	7000 <i>(amended from 7530)</i>
<i>Date</i>	30 June 1995	30 June 1994	30 June 1994
<i>Buildings</i>	\$ 179,000	\$ 189,000	\$ 140,000
<i>Fencing</i>	\$ 150,000	\$ 48,000	\$ 63,450
<i>Other</i>	\$ 25,000	\$ 30,000	\$ 21,000
<i>Total Structural</i>	\$ 354,000	\$ 267,000	\$ 224,450
<i>Other Improvements</i>	\$ 9,000	\$ 8,000	\$ 18,800
<i>Clearing & Grassing</i>	\$ 187,000	\$ 146,000	\$ 56,600
<i>Total Improvements</i>	\$ 550,000*	\$ 451,000	\$ 300,000
<i>LEI</i>	\$ 200,000	\$ 210,000	\$ 600,000
Capital Value	\$ 750,000	\$ 661,000	\$ 900,000

* *The exact split of improvements in the Isbister schedule may not be accurate.*

** *Fair Market Value used as explained in Section 5.2.2 of this evidence.*

) VALUATION METHODOLOGY:

5.1 THE LAND ACT 1948:

Specific provisions relating to renewal of pastoral leases are set out in Sections, 66, 131 and 132 of the Land Act 1948. Of particular relevance to the valuation for rent review are:

- *From Section 2 Definitions:*

"Improvements" means substantial improvements of a permanent character and includes reclamation from swamps; cultivation; planting with trees or live hedges; the laying out and cultivating of gardens; fencing (including rabbit proof fencing); draining; roading; bridging; sinking wells or bores, or constructing water tanks, water supplies, water races, irrigation works, head races, border dykes, or sheep dips; making embankments or protective works of any kind; in any way improvement the character of fertility of the soil; the erection of any building; and the installation of any telephone or of any electric lighting or electric power plant.

- *From Section 66:*

Subject to Subsection (6) of this section, the yearly rent payable under -

- (a) A pastoral lease granted on or after the commencing of the Land Amendment Act 1979 for every period of 11 years after the period specified in Subsection (5) of this section (*including any renewal*); and
- (b) A pastoral lease granted before the commencing of the Land Amendment Act 1979 for every period of 11 years after the expiration of its first term

shall be calculated in the same manner -

- (c) As for the renewal of a renewable lease; and
- (d) As if every reference in Part VIII of this Act to the proportion of 4½% were -
 - (i) In the case of any of the first 11 years of the first renewal of a pastoral lease granted before the commencement of the Land Amendment Act 1979, a reference to the proportion of 1½%; and
 - (ii) In every other case, a reference to the proportion of 2¼%;

and Part VIII of this Act, so far as it is applicable and with the necessary modifications, shall apply to the calculation of that yearly rent accordingly: