

Crown Pastoral Land Tenure Review

Lease name : Dingleburn

Lease number : Po 151

Due diligence report (including status report)

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.

Copied October 2003

DUE DILIGENCE REPORT

TO THE COMMISSIONER OF CROWN LANDS

AGENT'S REF: Po151 LINZ REF: CASE NO:

LEASE NAME: Dingleburn

LESSEE: T G & D I Mead

LOCATION: Lake Hawea

DATE OF THIS REPORT:

20 August 1999

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

LEASE DETAILS:

Land Tenure: Pastoral Lease under the Land Act 1948 and Crown Pastoral Land Act 1998.

Legal Description: Part Run 724 Hunter, Stafford, McKerrow, Mid-Hawea, Upper Hawea, Longslip and Longslipside Survey Districts comprised in Certificate of Title A2/1219 (*Otago Registry*).

Area: 23707.4786 hectares.

Term: 33 years from 1 July 1989.

Rental Value: \$235,000.

Annual Rent: \$3,525 (*plus GST*)

Date of Next Review: 1 July 2000.

LAND STATUS REPORT SUMMARY:

Land Status Report prepared by approved person attached.

SUMMARY OF FEATURES FROM TOPOGRAPHICAL AND CADASTRAL DATA:***Marginal Strips:***

Hunter River and Timaru Creek have marginal strips created under section 129 Land Act 1924. As the boundaries of these strips do not change there will be a need to reserve, under section 24 Conservation Act 1987, additional strips where the rivers have changed.

There has been no action taken to date to identify other streams which require marginal strips pursuant to section 24 Conservation Act 1987. The last lease renewal occurred in 1989 prior to the 1990 amendment to the Conservation Act deeming marginal strips to exist on lease renewal. A field inspection will be required to ascertain where creeks, streams or rivers within the lease should be subject to Section 24 of the Conservation Act 1987.

Lake shore boundary with Lake Hawea:

The lake shore since the raising of Lake Hawea for Hydro electric storage has had no marginal strip laid off. A margin of Crown Land was created for development of water power from at least 20 metres back from the lake's maximum control level which is subject to an operating easement in favour of Contact Energy Limited. There has been found a number of discrepancies between the original surveys of this boundary and the latest survey using modern technology. This has led to a need for a number of boundary adjustments with Dingleburn lease which have not been completed (*attachment 4*).

Road Access:

There is a private road (*formed but not legal*) from the end of the legal road at the Dingleburn cattle yards approximately 3 kms beyond Timaru Creek to the Dingleburn homestead. This was constructed by the Lessee with a contribution from the Crown made without conditions.

Boundaries:

All the boundaries on the property are with Crown land, either administered by the Department of Conservation or the Commissioner of Crown Lands. All boundaries are unfenced. The lease boundaries Birchwood pastoral lease along the crest of the main range running parallel with the Hunter river. Most of the boundaries follow geographical boundaries and are consequently mostly unfencable. Many of the bush line boundaries with conservation area shown on the survey plans do not coincide with the actual present bushline due to errors in early plan drafting and possibly physical changes in bush cover over time.

The existing pastoral lease boundary with the Hunter River marginal strip is not practically fencable along much of its length due to flooding. An historical consequence of this fact has been that cattle from Hunter Valley Station have tended to cross the Hunter River and graze within Dingleburn. This resulted in a history of disputes between the lessees of Hunter Valley and Dingleburn over stock trespass. This situation was temporally resolved by an agreement between the lessees of Dingleburn and Hunter Valley which has now expired (*attachment 6*).

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

SUMMARY OF LEASE DOCUMENT:

Encumbrances:

Refer to Status Report.

(Note: There does not appear to be any encumbrances on the title which are of a significance to the Commissioner with respect to tenure review).

DETAILS OF ANY NEIGHBOURING CROWN OR CONSERVATION LAND:

Conservation Land:

A total area of 8090 ha of stewardship land held under Section 62 of the Conservation Act 1987 is adjacent to or surrounded by Dingleburn Pastoral Lease. This land comprises land within ex Hawea State Forest, being mainly beech forest within the Dingleburn and Timaru Creek catchments.

Note is made in the Status Check of Area K on SO Plan 20683 which does not appear to have been allocated to DoC. This would appear to be an oversight.

The boundaries of the ex State Forest have been established by compiled plan and therefore do not always coincide with the actual bush edge boundary intended (*see plans attached to status check*).

The property boundaries marginal strips on Hunter River and Timaru Creek which were created under section 129 Land Act 1924.

Crown Land:

Legal Description: Part Run 433 Longslipside and Longslip Survey District.

Area: 3905 hectares approximately

Status: Unoccupied Crown land

Pursuant to Category 18 Ministerial Committee decision this area is Crown land for review allocated to Land Information NZ pending a joint DOC/Knight Frank report and discussion with the adjoining pastoral lessees on boundary rationalisation and grazing opportunities (*attachments 11 & 12*). A draft joint report was prepared by Knight Frank and Department of Conservation in March 1997.

Ngai Tahu relinquished their claim to this land conditional upon an assurance from the Commissioner of Crown Lands that this block would be considered in the tenure review of Longslip and/or Ben Avon pastoral leases (*attachment 2*).

The Commissioner has expressed his intention of reviewing this block as a separate parcel of adjoining Crown land pursuant to Part 3 of the Crown Pastoral Land Act 1998 (*attachment 10*).

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

Crown Land Gazetted for water power development:

Status: Crown land under Land Act 1948 acquired by proclamation in 1956 for water power development.

Description: Land 20 metres back from the lakes maximum control level.

More recent surveys of this land has found a number of survey errors from the original plans resulting in the need for adjustments to the original boundary thus creating surplus Crown land to be incorporated and in some instances the need to acquire additional land (*See attachment 4*). The latter case does not appear to occur on Dingleburn.

FILE SEARCH:

A search of all relevant files held by Knight Frank on behalf of the Commissioner of Crown Lands have been carried out. These files include the following:

| | |
|-------|--|
| Po151 | Pastoral lease file, seven volumes from 3 September 1940 to the present. |
| 10/21 | Grazing Hunter Valley, one volume. |
| 10/12 | Dingleburn Management Area, one volume. |

A search of all files related to this property held by Land Information New Zealand has been carried out. These files include the following:

| | |
|-------------------------|----------|
| CPLO/04/11/12479/ZCH/02 | 1 Volume |
| 5400/05/02/12/1/DDN | 1 Volume |
| 5200/D14/D02 | 1 Volume |

SUMMARY OF GOVERNMENT PROGRAMMES APPROVED FOR THE LEASE:

Catchment Board Run Plans:

Two run plans were approved for the property, in 1966 and 1972. These plans involved extensive conservation fencing and off-site development to compensate for the intended destocking of higher altitude snow tussock and Class VIII land above the retirement fences, however no run plan has been registered on the title and a letter dated 11 January 1993 from Otago Regional Council confirms that Dingleburn appears to have no legal run plan agreement.

UNCOMPLETED ACTIONS AND POTENTIAL LIABILITIES TO THE COMMISSIONER:

(1) Access Rights for Contact Energy to Lake Hawea Shore.

The Commissioner has expressed an intention to negotiate, concurrent with negotiating tenure review, access rights for Contact Energy Limited from the nearest public road over areas that may be freeholded to the edges of Lake Hawea for the purpose of repairing erosion damage to the lake margin caused by the Company's water storage operations (*attachment 3*).

Action Required for completion:

LINZ to instruct agent to ascertain actual access requirements and include in draft preliminary proposal.

(2) Unders and overs acquisition and disposal:

Resulted from redefinition of boundary of land adjoining Lake Hawea acquired for power generation (*attachment 4*). This work was being carried out by LINZ but was delayed through staff restructuring.

Action Required for completion:

LINZ to complete surrender and incorporation action.

(3) Telecommunications Installation:

22 June 1995 Telecom sought approval to erect telecommunication structures on a number of pastoral leases including Dingleburn. The proposed structure on Dingleburn was comprised a small aerial fitted to the Dingleburn cookhouse. Landcorp Property replied that they did not believe the Commissioner is required to consent to structures that are erected on buildings belonging to the pastoral lessee but that they would clarify this matter.

Recently Knight Frank received application on behalf of Telecom for consent under Section 94 Resource Management Act 1991 for them to erect a telecommunication structure on Dingleburn lease. This facility appears to differ somewhat from that originally applied for and may require an easement. Knight Frank has recently advised LINZ that a letter be sent to Telecom's agent requesting they clarify the nature and extent of their application.

Action Required for completion:

Agent to report on application from Telecom.

(4) *Land Settlement Board Case 1985/231 of 9 July 1986:*

A commitment for the Crown to contribute half share for fencing the boundary of Dingleburn with marginal strip along the Hunter River appears to exist on certain conditions being met by the lessee and lessee of Hunter Valley lease. There appears little likelihood of these conditions being met. Resolution of this matter could be achieved by the lessees meeting the original conditions or waiving any rights to such Crown contribution.

The Department Head Office Committee resolved the following concerning boundary fencing on Dingleburn and the Crown meeting a share of the cost (*attachment 7, 8 & 9*):

- (a) Received the report for its information.
- (b) Support the Land Settlement Committee's recommendation (*attachment 6*) as amended by the inclusion of the following condition:

"(5) CCL to issue grazing permits over all Crown land grazed by the lessees of either Dingleburn or Hunter Valley".

In approving the case the committee considered that the following issue should be addressed in dealing with this matter.

- (a) The ~~letter~~^{lessee} of Dingleburn and Hunter Valley Stations be required to formalise a grazing agreement for the grazing of cattle above Green Island bush on the Dingleburn Pastoral Lease with this agreement being satisfactory to CCL.
- (b) A permit for cattle grazing over the Crown land in the Hunter Valley riverbed be negotiated with the Hunter Valley Station after a satisfactory agreement for cattle grazing on Dingleburn Station has been achieved as in (a).
- (c) The Crown's contribution to fencing on Dingleburn Station be subject to a satisfactory agreement being reached as in (a).

(The contribution be "one off" and that all future fence repairs be the responsibility of Dingleburn Station).

- (d) Wildlife division to be invited to monitor the wildlife habitat in the Hunter Valley River flats since cattle to be grazed by permit.
- (e) The provision of a formal accessway through the Hunter Valley Station be discussed with the lessee simultaneously with the negotiations for cattle grazing on Hunter Valley River flats.

Comments:

There is no current agreement between the lessees of Hunter Valley and Dingleburn concerning cattle grazing on the Hunter Valley flat. Consequently the Crown has made no contribution to boundary fencing within the Hunter Valley to date.

The lessee of Dingleburn has carried out a considerable amount of cattle proof fencing up the Hunter Valley in recent years to prevent stock trespass from Hunter Valley Pastoral Lease. No provision has been made for a formal accessway through Hunter Valley Station. No grazing permits have been issued by the Crown to the lessees of either Dingleburn or Hunter Valley Pastoral Leases, although Hunter Valley cattle do graze extensively on the islands within the Hunter Valley riverbed.

Action Required for completion:

CCL to instruct agent if any action is to be taken.

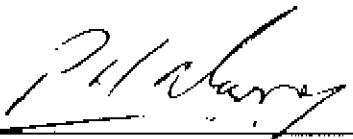
"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

No other outstanding matters are apparent.

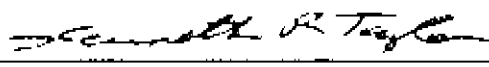
We are satisfied that we have fulfilled our duty of reasonable care, using the information we have available to inform the Commissioner of all uncompleted actions and potential liabilities concerning the abovenamed lease. No inspection of the lease has been undertaken for the purpose of this report.

We have relied on Land Status Check and survey information provided to us by qualified persons as being true and correct.

Signed for Knight Frank (NZ) Limited



Consultant 26/10/99



Manager 26/10/99

Approved/Declined

Commissioner of Crown Lands / /

ATTACHMENTS:

- (1) Recent title search.
- (2) Full list of information sources considered
- (3) Land Status Check Report.
- (4) CCL letter concerning access for Contact Energy.
- (5) LINZ letter to lessee concerning Lake Hawea under and overs.
- (6) Letter Chief Surveyor re marginal strips Lake Hawea.
- (7) Cattle Grazing Agreement between lessees of Hunter Valley and Dingleburn.
- (8) Land Settlement Board decision re grazing Hunter Valley riverbed.
- (9) Land Settlement Board submission re boundary fence Hunter Valley riverbed.
- (10) Internal Memo re Hunter Valley riverbed.
- (11) CCL letter to T Perrett re Dingleburn UCL.
- (12) Letter Dept. of Lands to DoC Re: Unallocated Crown Land

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

...and in a ...
Former Reference
registered in Vol. 330 fol. 62

NEW ZEALAND

LAND DISTRICT

19 SEP 1948

in the Register-book, Vol 126, fol. 1
the eighth day of September
1948
WILLIAM J. A. ...
Land Registrar.

REGISTERED IN THE LAND REGISTRY
OFFICE BUT NOT UNDER THE LAND
TRANSFER ACT.

Pastoral Lease of **19899** under the Land Act, 1948

A2
Folio 1219

This Deed, made the first day of July, one thousand nine hundred and fifty six ...
between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessee"), of the one part, and WILLIAM J. A. ... of the other part, in the Dominion of New Zealand, ...
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 Lessee doth hereby demise and lease unto the Lessee ALL those plots or parcels of land containing by admeasurement 58600 acres ...
situated in the Land District of Otago and being Run 724, Hunter, Stafford, McMorrow, Mid Rarua, Upper Hawaia, Luggalip and Longalipalip Survey Districts ...

Diagram on separate sheet

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

(hereinafter referred to as "the mid 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. TU ...
And also paying in respect of the improvements specified in the Schedule hereto the sum of five thousand five hundred pounds (\$5,500.-) by a deposit of eighty (80) half-yearly instalments of one hundred and eighty eight (188) pounds ...
And also paying in respect of the improvements specified in the Schedule hereto the sum of five thousand five hundred pounds (\$5,500.-) by a deposit of eighty (80) half-yearly instalments of one hundred and eighty eight (188) pounds ...

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

1. THAT the Lessee will fully and punctually pay the rates leviable thereon at the times and in the manner leviable thereon as they shall be assessed, levied, or payable in accordance with the provisions of the said Act or any part or parts thereof during the term thereof.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the mid land, and thereafter throughout the term of the lease will reside continuously on the mid land.
3. THAT the Lessee will hold and use the mid land for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the mid 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 fence the mid land diligently and in a substantial manner according to the rules of good husbandry and will not in any way enclose 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 mid land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1908, 1950, and the Noxious Weeds Act, 1955.
6. THAT the Lessee will keep the mid land free from wild animals, rabbits, and other pests, and generally comply with the provisions of the Noxious Weeds Act, 1908, 1950, and the Noxious Weeds Act, 1955.
7. THAT the Lessee will clear and clear from weeds and keep open all drains, ditches, and watercourses upon the mid 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 drain 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 and substantial repair, order, and condition all improvements belonging to the Lessee (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the mid 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 Lessee (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the mid 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 (including due under every such insurance policy) and deposit with the Commissioner every such policy and, not later than the business of the day on which any such premium is payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of his 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, sell, or remove any timber, tree, or bush growing, standing, or lying on the mid land, and that he will throughout the term of his 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, residential, or building purposes on the mid land and where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1908, burn any rubbish, manure, or grass on the mid land, nor permit any rubbish, manure, or grass on the mid 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 think necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and egress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

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

- (a) THAT the Lessee shall have the exclusive right of pasturage over the mid 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, 1948) on or under the surface of the mid land, and all such minerals are reserved to His Majesty together with a free right of way over the mid 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 mid 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 mid land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that the Lessee shall be at no right of way over, or right to work, extract, or remove any mineral from, any part of the mid land which is for the time being under crop or used or intended to be used as a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any dwellinghouse: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, residential, or building purposes on the mid 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 continuing term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 85 (2) of the Land Act, 1948, 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-five 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.

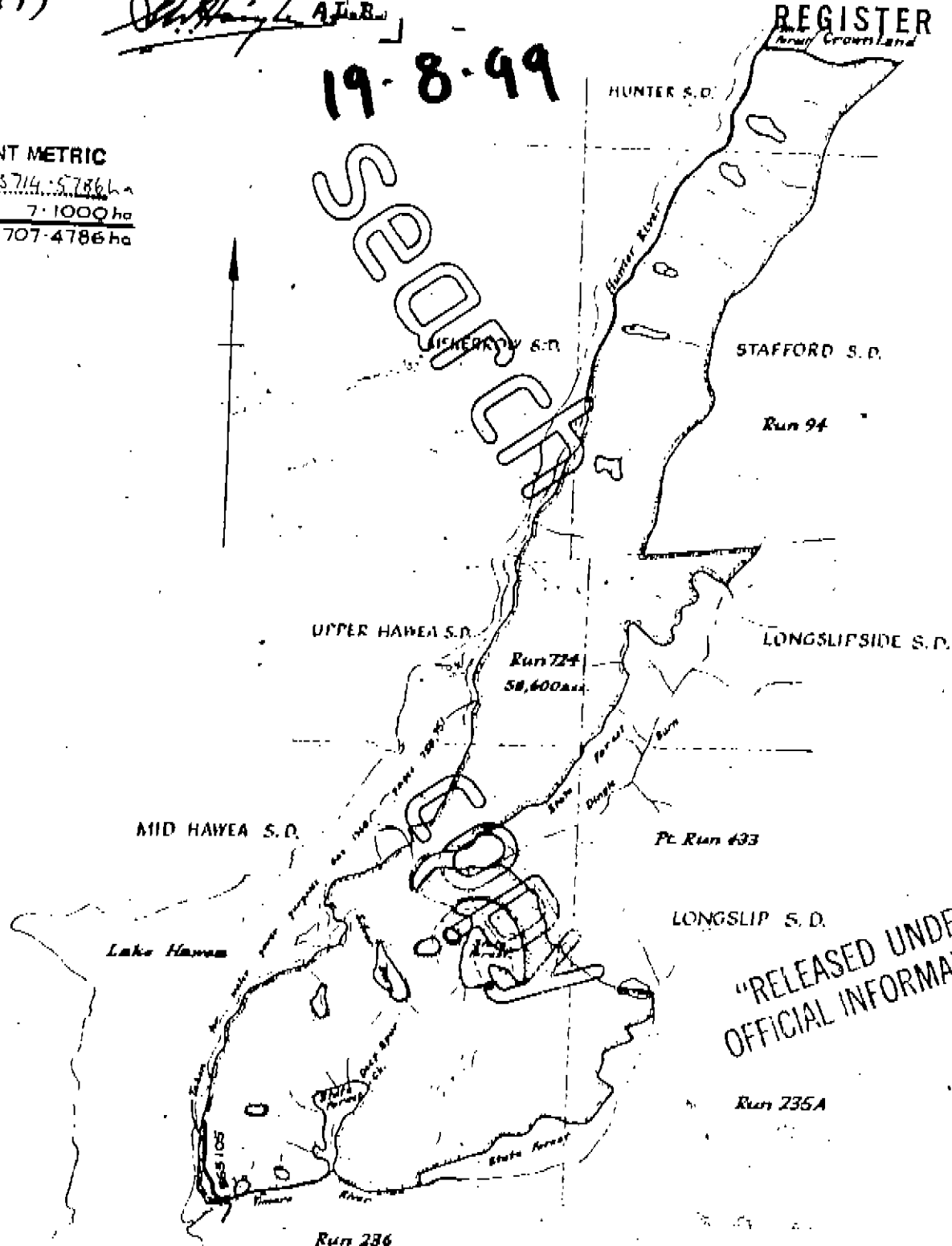
A2 Folio 1219

CERTIFIED a true copy of C.T. 424/71
 except as to colour and scale (Sheet 2
 of two sheets - for memorials see
 sheet 1)
W. H. H. A. J. R.

A2
 Folio 1819

19-8-99

EQUIVALENT METRIC
 AREA IS 23,714.5786 ha
 165 105 7.1000 ha
 23 707.4786 ha



"RELEASED UNDER THE
 OFFICIAL INFORMATION ACT"

Run 724, Hunter, M^cKerrow, Stafford,
 Upper & Mid Hawea, Longslipside & Longslip S.Ds.
 Scale: 150 chains to an inch.

1819 Folio 1819

G.T. A2/1219

565105 Gazette Notice hereby proclaiming part part (7.1000 ha) of the within land on hatched black on the diagram hereon and part (5.500 ha) of the Crown Land adjoining the within land as road which land shall vest in the Vincent County Council - 6.11.1981 at 11.33 am

1988-99

[Signature]
A.L.R.

577676 Variation of Mortgage 556075/2
17.6.1982 at 2.21 pm

[Signature]
A.L.R.

685590 Certificate of Alteration certifying that the improvements belonging to the Crown as detailed in the schedule to the within lease have been purchased for cash with no reduction to the rental value and annual rent - 26.8.1987 at 9.30am

[Signature]
A.L.R.

704669 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1st July, 1989 and fixing the annual rental at \$3525.00 calculated on a rental value of \$235000.00 - 15.6.1988 at 10.19am

[Signature]
A.L.R.

715472/3 Transfer to Thomas Guy Mead and Davida Isobel Mead both of Tarras, Farmers as tenants in common in equal shares - 8.11.1988 at 9.12 am

[Signature]
A.L.R.
COPY

715472/4 Mortgage to Wrightson Farmers Finance Limited - 8.11.1988 at 9.12 am

[Signature]
A.L.R.

917941 Variation of Mortgage 715472/4 - 14.10.1996 at 11.10am

[Signature]
A.L.R.

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

2

List of information sources considered:

Files held by Knight Frank

Files held by LINZ

Status check

Title

District Plan

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

4
KNIGHT FRANK
ALEXANDRA
29 JAN 1999
RECEIVED

Our Ref: **VERY IMPORTANT COMMITMENTS**

Your Ref:

Toitu te
Land whenua
Information
New Zealand



COPY

27 January 1999

Mr Geoff Holgate
Knight Frank (NZ) Ltd
P O Box 142
CHRISTCHURCH

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

1. Tim W.
2. P. 151
+ P. 161/1

Dear Geoff

**FUTURE POSSIBLE TENURE REVIEWS OF MT BURKE, HUNTER
VALLEY, DINGLEBURN AND LAKE HAWEA PASTORAL RUNS**

REQUEST

- 1 Please place a copy of this memorandum on the files of each of the above properties and any that I may have missed. This memorandum is to be taken into account if any of the proprietors of the above properties apply for tenure review (pursuant to the Crown Pastoral Lands Act 1998), at any time in the future.

PROPOSAL

- 2 It is proposed that the Crown will attempt in good faith to negotiate access rights for Contact Energy Ltd, (the company) if any of the proprietors of the above properties apply for tenure review in the future. The access required is from the nearest public road, over areas that may be freeholded, to the edges of Lake Hawea.
- 3 This access is required in case the company needs to repair erosion damage to the lake margins, caused by the company's water storage operations. The level of access required will vary from property to property so initial consultation should be carried out with the company to determine its needs, if a lakeside property tenure review application is received.
- 4 It is in the Crown's and freeholders' interests that land access is available, particularly if the company needs to move heavy equipment and loads of boulders to form armouring or protective works. It is therefore appropriate that access is treated as a "benefit" to be purchased (with the Crown's equity) as part of the Crown's ongoing interest.

National Office
Lambton House
160 Lambton Quay
Private Box 5501
Wellington
New Zealand
Tel 64-4-460 0100
Fax 64-4-460 0111
Internet
<http://www.knz.govt.nz>

BACKGROUND

- 5 In 1988 the Government sold its electricity generation business to the State Owned Enterprise, Electricity Corporation N Z Ltd (ECNZ). The sale included the right to store water for generation of electricity purposes, in each of the hydro lakes associated with a hydro electricity dam. ECNZ's right is provided for in a Deed of Operating Easement issued by the Commissioner of Crown Lands, pursuant to section 60 of the Land Act 1948.
- 6 The Government's 1998 decision to split ECNZ into three separate entities has resulted in a closer scrutiny of the conditions of each operating easement. Contact Energy Ltd is entitled to purchase the hydro generation assets (and easement rights) on the Clutha River system. This includes storage rights in Lake Hawea. The company is concerned to make adequate provision now, for any future liabilities that it may face.
- 7 The company is responsible under its operating easement agreement to repair erosion damage caused by its operations, to the extent that the erosion poses a serious problem for neighbours (who may sue the Crown) and to the extent that a remedy is able to be achieved. In the case of Lake Hawea, the company wishes to make provision for land access to the lake edges should this ever be required. Otherwise, it will be forced if the need arises, to use the less favoured and less practical barging method to deploy machinery and materials from off the lake itself.

MATTERS TO BE TAKEN INTO ACCOUNT

- 8 The rights required will vary from property to property, depending on the areas on each that are at risk. Regardless, these rights should not be overly expensive to purchase as the likelihood is that access will be required only infrequently and even then, to provide some benefit for the owner over whose property access is sought.
- 9 The normal negotiating principles for tenure review are still to apply. That is, the Crown wishes to exchange its interest in Crown pastoral leases for physical benefits (such as the return of land with conservation values) and intrinsic benefits (such as access and protection covenants) in return for freeholding the (commercial) balance. The Crown must reach agreement by negotiating in good faith. It will not force issues upon lessees. However, nor will it agree to pay in excess for the benefits it wishes to acquire.
- 10 The access rights sought are formal rights to enter after prior notification is given to the owner by the company and it takes into account the owners current circumstances where possible. However, I anticipate that repair of any damage to pasture or improvements that results from access

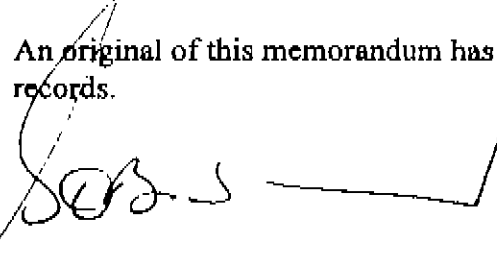
"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

(particularly prolonged access) will need to be separately negotiated between the company and the owner, at the time of entry.

- 11 The Crown's objective for tenure review, is to reach an overall, balanced, mutually agreed tenure review result, preferably with provision of access for the company. A chance to settle on an otherwise balanced proposal is not to be sacrificed for lack of access (or any other single feature). If agreement on an overall, balanced proposal cannot be achieved the Crown will (as normal) withdraw from tenure review and the lessee may continue with his or her existing pastoral lease contract.
- 12 The Crown has no right to intervene in a lease agreement save that it either takes the land it requires under the Public Works Act or negotiates with the lessee. The company will be able to negotiate with lessees should the need arise. Any agreement reached with the lessee will require the Crown's consent, but this will not be unreasonably withheld.

DUE DILIGENCE PROCESS

- 13 Contact Energy Ltd is currently undertaking its due diligence process before finalising its purchase. This memorandum forms part of that process. It is an undertaking to the company that the Crown will attempt in good faith to negotiate access with the proprietors of Crown pastoral lease properties that adjoin Lake Hawea, in the event that tenure review applications are received from these proprietors.
- 14 An original of this memorandum has been provided to the company for its records.


S D Brown
Chief Crown Property Officer &
Commissioner of Crown Lands

**"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"**

Our Ref: 5400/05/02/11, 5400/05/02/03

Your Ref:



25 November 1997

Mr and Mrs Mead
Dingleburn Station
Lake Hawea

File 07

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

Dear Mr and Mrs Mead

Lake Hawea- Under and Overs to be acquired and disposed of.

On 26 August I received copies of the unapproved plans of the unders and overs.

It is expected due to the large number of plans (46 in all) that they will not be approved until at least mid January.

The process I propose, to correct the problems of not enough land gazetted for the generation of electricity in places and in other places to more land owned by the Crown than required, is set out below:

- (1) Obtain your agreement to categorising the parcels in terms of the type of land each is. e.g. good pasture, steep bush area, cliff face or the such like.
- (2) Agree on a per hectare value for each category.
- (3) Calculate the value of compensation as per (1) and (2) above for each under and over area.
- (4) Determine the net monetary compensation payable.

This method saves the costs of valuing each specific area. Aerial photos will be used in discussions with the surveyed boundaries marked thereon.

- (5) Obtain statutory consent to the negotiated acquisitions.
- (6) Undertake the necessary legal work.

The QLDC's consent is required as the transactions are in effect subdivisions from the pastoral lease and from the lake bed.

Time Frame

- December - Obtain agreement from lessees as to the process.
- January - Terralink provide photos and maps.
- Negotiate with lessess as per (1) above.
- Late January/February - Knight Frank supply values as per (2) above
- Obtain agreement from lessees as to values.
- February - Determine compensation and obtain agreement in principle of lessees.
- Put case for statutory approval.
- March - Receive statutory approval.
- April - Undertake legalisation registrations.

With this in mind I would like to meet with all the lessees adjoining the lake in December 1997 to discuss the above proposed process with the aim of obtaining agreement as to the progress that will be followed.

Yours faithfully


Mike Kerr

Property Officer

for Manager Crown Property Services

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

Design Office
DUNEDIN
Postal Address
Box 896
DUNEDIN

Your Reference

1009

Telegrama DOBLI

In reply quote

6275-07-03

Telephone 477 0650

For verbal enquiries please ask for Max Warburton

FAX: 477 3547

ref: 10/4/3211

19 February 1991

The Regional Conservator
Department of Conservation
Box 5244
DUNEDIN

Attention: Ken Stewart

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

RENEWAL OF PASTORAL LEASE : HUNTER VALLEY STATION

No additional land needs to be laid off as a marginal strip.

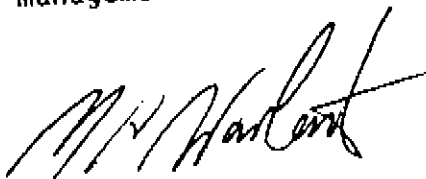
SO 12466 clearly shows that the intention was to take all land up to the maximum flood level. The maximum control level is also shown. This means that the land for the marginal strip has been removed from Hunter Valley but at present is designated "Set apart for development of water power" by three NZ Gazette references.

You may wish to take some action which will clearly identify this land as a marginal strip.

The definition of the maximum flood level on SO 12466 is challenged on SO's 21104-7. This matter can be addressed when a new title diagram is drawn.

Regarding your query on the Management of the river between marginal strips.

A reply to a question in the House given by the Minister of Conservation, Helen Clark states "The beds of non-navigable rivers adjacent to section 58 strips are held by the Department of Lands. The Department of Conservation (DOC) is required to act as their agent for day to day management."



M H Warburton
Assistant Chief Surveyor

1840 - 1990

150 years since the appointment of New Zealand's first Surveyor-General
A History of Quality Service

(Felton & ...)

MEMORANDUM OF AGREEMENT made this 1st day of November 1962
between Murdoch Drake the lessee of Pastoral Run 710 known as "Hunter Valley" AND
Ian Sarginson the lessee of Pastoral Run 724 known as "Dingleburn".

WHEREAS the said Runs are divided in part by the Hunter River.
AND WHEREAS cattle on the Hunter Valley Run are entitled to drift across the Hunter
River to river flats on the Dingleburn Run by the favourable aspect of the river
flats and the feed thereon.

AND WHEREAS it is impracticable and not in the financial interests of the parties
hereto to erect a boundary fence between the two Runs.

AND WHEREAS the parties desire to come to a reasonable working arrangement.

NOW THIS AGREEMENT WITNESSETH

- (1) The said Ian Sarginson agrees forthwith to erect and maintain at his own expense a cattle proof fence along a line from the point known as Middle Hut and thence in a south easterly direction towards Mount Jones, the line being shown coloured blue on the plan attached hereto.
- (2) The said Murdoch Drake agrees to pay the said Ian Sarginson the annual sum of £25. 0. 0 payable in advance for the licence to graze cattle from the Hunter Valley Run on the lower river fans in the Dingleburn Run bounded by the Hunter River and the fence line through Green Island Bush as shown on the aforesaid plan and thereon hatched red.
- (3) In consideration of the aforesaid payment by the said Murdoch Drake the said Ian Sarginson hereby agrees to grant the licence as aforesaid and undertakes not to graze any cattle on that part of the Dingleburn Run subject to the licence, but reserving nevertheless all his other rights as lessee of the Dingleburn Run including the pasturage of sheep on the land the subject of the licence.

And it is hereby mutually agreed and declared by and between the parties hereto

- (4) That this agreement is subject to the approval of the Land Settlement Board.
- (5) That this agreement is conditional upon the Land Settlement Board permitting cattle to be depastured on the Dingleburn Run, south of the present fence at the old Middle Hut.
- (6) That the said licence shall continue for the term of Pastoral Run 710 or one day prior to the end of the term of Run 724 whichever is the sooner.
- (7) That subject to Clause 6 above, in the event of the transfer of either of the within mentioned properties the transferee or transferees shall have benefit of the terms and conditions contained herein.

Signed by the said MURDOCH DRAKE
in the presence of:

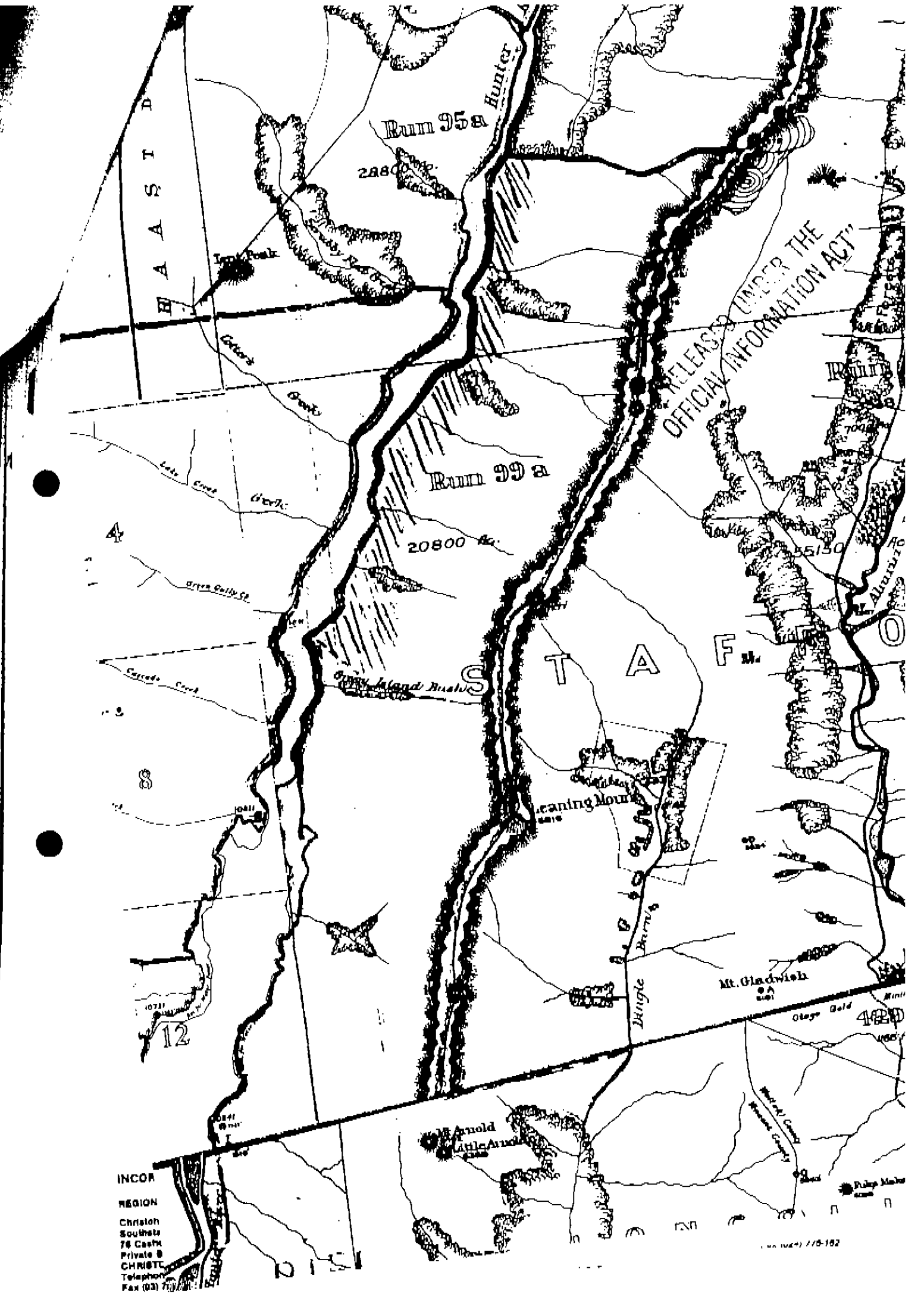
[Signature]
[Signature]
[Signature]

Signed by the said IAN SARGINSON
in the presence of:

[Signature]
[Signature]
[Signature]

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"
[Signature]

[Signature]



H
A
A
S
T
I
D

Run 95a Hunter

2880

Run 99a

20800

S
T
A
F

Leaning Mountain

Mt. Gladwish

Arnold

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

INCOR
REGION
Christoh
Souther
76 Cash
Private B
CHRISTO
Telephon
Fax (03) 70

DEPARTMENT OF LANDS AND SURVEY

OUR REFERENCE 10/4/3211

YOUR REFERENCE

TELEPHONE ADDRESS LANDS

TELEPHONE INQUIRIES
PLEASE ASK FOR MR Mackenzie

TELEPHONE NO. 770 650

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

DISTRICT OFFICE

PO BOX 896

DUNEDIN

29 October 1986

Regional Conservator of Wildlife
Department of Internal Affairs
Box 927
DUNEDIN

Handwritten notes:
* For your approval
* John 52 - 58 refer
* I intend to release file 45
* 5 min
* 1986

HUNTER VALLEY RIVER BED

I refer to my memorandum of 6 May 1986 and advise a decision has now been made in respect to the grazing of Hunter Valley River bed.

Please find enclosed a copy of the Land Settlement Committee's recommendation to the Land Settlement Board as requested. I can advise that my Head Office has supported the recommendation of the Committee as amended by the inclusion of the following conditions.

"(5) CCL to issue grazing permits over all Crown land grazed by Lessees of either Dingleburn or Hunter Valley Station".


In addition the Committee ^{advised} the following issues would be addressed in relation with this matter.

- (1) The lessees of Dingleburn and Hunter Valley Stations be required to formalise a grazing agreement for the grazing of cattle above Green Island Bush on the Dingleburn pastoral lease with this agreement being satisfactory to CCL.
- (2) A permit for cattle grazing over the Crown Land in the Hunter Valley riverbed be negotiated with the Hunter Valley Station after a satisfactory agreement for cattle grazing on Dingleburn Station has been achieved as in (1).
- (3) The Crown's contribution to fencing on Dingleburn Station be subject to a satisfactory agreement being reached as in (1).
The contribution be "one-off" and that all future fence repairs to be the responsibility of Dingleburn Station
- (4) Wildlife Division to be invited to monitor the wildlife habitat in the Hunter Valley river flats since cattle are to be grazed by permit.

Handwritten notes:
MSS
* Jo
* Office info

The provision of a formal accessway through Hunter Valley Station be discussed with the lessee simultaneously with the negotiations for cattle grazing on the Hunter Valley river flats.

In closing I advise that neither of the lessees have been formally advised of the decisions as it is my intention to discuss the situation with them verbally in view of the time which has elapsed since the original field inspection. It is suggested that your service use the Assistant District Field Officer in Alexandra as the liaison officer for the area should you have any queries.


M R Mackenzie
for Commissioner of Crown Lands

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

LAND SETTLEMENT BOARD

PASTORAL LAND : GRAZING DISPUTE

HO 8/9/35 and
22/1493/8
DO 10/4/3211

Case No

Otago Land District

Proposal

To seek a decision regarding the position of a boundary fence and the Crown meeting a share of the cost.

Details of Leases

- 1 Land: Run 724, Hunter Stafford, McKerrow, Mid Hawea, Upper Hawea, Longslip and Longslipside Survey Districts 23,707 hectares.
- Run Name: Dingleburn.
- Lessees: William Ian Sarginson of Dingleburn, farmer and Trustees Executors and Agency Co Ltd.
- Term: 33 years from 1 July 1956.
- Annual Rent: \$220.
- Stock limitation in lease: 7,040 sheep.
- Personal stock limitation: 10,500 sheep (including not more than 5,000 breeding ewes) and 500 cattle (including not more than 400 breeding cows).
- 2 Land: Sections 1-5 Block I Mid-Hawea Survey District, Section 1 Block VIII and Sections 1 and 2 Block XII McKerrow Survey District Sections 5 and 6 Stafford Survey District. Section 1 Upper Hawea Survey District and Run 803 Block I Mid Wanaka Survey District 6935 hectares.
- Run Name: Hunter Valley.
- Lessees: Hunter Valley Station Limited (C G Cochrane).
- Term: 33 years from 1 July 1958.
- Annual Rent: \$300.00.
- Stock limitation in lease: 2,200 sheep (including not more than 1,210 breeding ewes) and 700 cattle.
- Personal stock limitation: 9,600 sheep (including not more than 5,500 breeding ewes) and 950 cattle (including not more than 500 breeding cows).
- Overall limitation: 10,000 sheep (5,500 breeding ewes) and 1,450 cattle (550 breeding cows).
- 3 Land: Part Bed of Hunter River adjacent to Runs 710 and 724 situated in Hunter, Stafford and Block VIII McKerrow Survey District, 900 hectares (approx.).
- Status: Unalienated Crown land.
- Utilisation: Traditionally grazed by the lessees of Hunter Valley Station under an agreement negotiated by the then Fields Director in 1962.

Location

Lake Hawea, Central Otago.

History

The above two pastoral leases are situated on the east and west sides of Lake Hawea. Above the lake the two runs are separated by the Hunter River.

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

which is not a stock proof boundary and has been traditionally grazed by the lessees of Hunter Valley Station. Because Dingleburn is unfenced from the river the cattle also grazed the northern part of Dingleburn Station.

This has always been a source of contention and when the lease of Hunter Valley Station was transferred to Drake in 1960 the department was requested to give an assurance that the lessee of Dingleburn not be permitted to run cattle. This was not given and on 5 December 1962 under Case 6982 the Land Settlement Board approved an agreement as drawn up by the then Fields Director and signed by the lessees. The principal terms of this agreement were:

- (a) Sarginson to erect and maintain at his own expense, a cattleproof fence along a line from the point known as Middle Hut and thence in a south-easterly direction towards Mt. Jones.
- (b) Drake to pay Sarginson \$50pa for the right to graze Hunter Valley cattle on the lower fans of Dingleburn bounded by the Hunter River and the fence line through Green Island Bush.
- (c) Sarginson to undertake not to graze cattle on that part of Dingleburn for which Drake was given the right to graze cattle but reserved all his other rights as lessee including the pasturage of sheep on that portion of Dingleburn under licence to Drake.
- (d) The agreement being subject to Land Settlement Board approval and conditional upon Land Settlement Board permitting cattle to be depastured on the Dingleburn Run, south of the fence at the Old Middle Hut.
- (e) The licence to continue in force for the term of the Hunter Valley Lease or until one day prior to the end of the term of the Dingleburn Lease, whichever was sooner.
- (f) That subject to (e) above, in the event of transfer of either or both of the properties transferee(s) would have the benefit of the terms and conditions contained therein.

Since the agreement was drawn up Hunter Valley Station has twice changed hands, the latest being to the present lessees in 1976.

A condition of the transfer was that a new agreement in respect of grazing of the Hunter Valley River flats be drawn up between Sarginson and Cochranes to the satisfaction of the Commissioner of Crown Lands. This in fact, has never been completed during the intervening years. It appears that subsequent to the transfer, the Commissioner of the time gave an implied undertaking that Field staff of the Department would instigate this agreement. This however, has never been finalised.

Therefore, the only agreement ever prepared was that in 1962. Both parties have agreed that the agreement has no standing and therefore a total re-negotiation was considered to be required.

Since taking over Hunter Valley Station in 1976 the Cochranes have not paid any rent to the lessees of Dingleburn Station nor have they been requested to do so, and the situation has been aggravated by the lessee of Dingleburn Station developing his run, grazing cattle and occupying more northern parts of the run where the Hunter Valley cattle drift.

In recent years considerable friction has arisen between the lessees. The Sarginsons have accused the Cochranes of forcing their cattle across the river onto the Dingleburn fans whilst the Cochranes accuse the Sarginsons of chasing the cattle back across the river. To add to the friction considerable numbers of Hunter Valley Station cattle have gone missing for no apparent reason. There is also dissension between both parties as to whether the Hunter Valley cattle

in fact grazing parts of the Dingleburn pastoral lease or in fact areas of own land contained within the riverbed. The only way to clarify this would be to fix the boundary of Dingleburn pastoral lease on the ground. The Sarginsons further accuse the Cochranes of allowing the Hunter Valley Station cattle to drift south of the 1962 agreed line through Green Island Bush. The Cochranes concede that a certain number of cattle do in fact drift below this line, but question how they are in practical terms to stop each drift and further to this, question whether in fact it is not riverbed land that the cattle are grazing as opposed to part of the Dingleburn pastoral lease.

A status check confirmed that the Hunter River flats are Crown land and as far as can be ascertained without a survey, the fences which have been erected are on Mr Sarginson's pastoral lease and not the Crown land.

Following extensive negotiations both Messrs Sarginson and Cochrane were written to and advised that the Assistant Commissioner of Crown Lands was prepared to issue a Licence to Occupy to Hunter Valley Station over the riverbed subject to the following:

- (1) The 1962 agreement being regarded as null and void.
- (2) A stockproof fence being erected by both parties ~~between~~ the Licence to Occupy and Dingleburn pastoral lease. This could be on a give and take basis and include the existing fences provided both parties agreed.

Both parties solicitors agreed the agreement was null and void. //

Mr Cochrane's solicitors advised that the proposal was totally acceptable to his client.

Mr Sarginson's solicitor advised that his client was totally opposed to the proposal as he believes the proposed fence would be incapable of maintenance and it would be necessary to fence into Lake Hawea and allow for fluctuating levels which provide for a lakeshore movement of up to two miles. In addition the islands, which would be included in the Licence to Occupy, are completely covered by flood waters at regular intervals and so cattle would be driven against his fence, the erected part of which was never designed for heavy cattle pressure.

Mr Cochrane reiterated that he is willing to pay half the cost of the boundary fence, however the fence cannot be erected unless both parties agree on a line.

To add to the already difficult situation, the Federated Mountain Clubs of New Zealand and the Wildlife Service of the Department of Internal Affairs have also become involved.

Mr Bruce Mason of the Federated Mountain Clubs has advised that the Club is concerned at the absence of legal access around the shores of Lake Hawea and to and along the floor of the Hunter Valley. With the raising of the lake, lakeside roads and Section 58 strips were taken for electricity purposes and not replaced above the new level so that there is now no legal access to State forest areas and recreation reserves.

Mr Mason advised that the situation has worsened since the lessee of Hunter Valley Station commenced blanket refusals of access across his lease in October 1980. The lessee of Dingleburn does allow access across his lease to the river and to the head of the lake, but the more practical access is from the other side of the river.

Mr Mason was enquiring as to the Department's plans regarding future tenure and occupancy of the riverbed and if there were any plans to lay off Section 58 strips and legal access to the river and lakeshore.

He was advised that the Department was considering issuing a Licence to Occupy the riverbed to Hunter Valley Station, but that negotiations were far from complete. There are at present Section 58 strips along most of each bank of the Hunter River, but not the lake and a Licence to Occupy cannot include the strips.

He was advised that the Department has taken no action to re-establish legal public access along the shores of Lake Hawea and up the Hunter Valley and in fact has no legal authority so to do.

The Wildlife Service would prefer that the riverbed not be grazed under any form of lease of licence but in the event that it is leased it would like the following conditions imposed:

- (1) access to the river being allowed for recreationalists;
- (2) no grazing during the breeding season of the birdlife in the area being September to mid-January;
- (3) a restriction of the stock numbers to its present level with a right to reduce the stocking rate if it is having a detrimental affect on wildlife;--
- (4) the prohibiting of the use of heavy machinery in the riverbed.

The reason for this stance is that the Hunter River provides an extensive habitat for a wide range of native birds. Of particular importance is the Wrybill and Black Fronted Tern as both species are restricted to breeding in the South Island only and are totally dependant on the habitat supplied by braided rivers and the Hunter River is one of the few unmodified rivers in the South Island. The Wildlife Service considers the Hunter River to be of national importance to wildlife.

Negotiations again came to an impasse so the matter was referred to the Central Otago Land Settlement Committee in an attempt to negotiate a satisfactory agreement with the lessees.

Central Otago Land Settlement Committee Comments

As a consequence of specifically asking the respective lessees whether they would consider getting together in an effort to help resolve the matter it became quite evident that such a proposal was totally out of the question. In light of this aspect the Committee took the initiative in recommending how the matter should be resolved and in so doing recognise that both lessees might not be entirely in agreement with the Committee's recommendations. The Committee however consider that a positive approach is warranted to resolve the matter and made the following recommendations accordingly:

- (1) Fencing
 - (i) The fence around the fan at Green Island Bush be upgraded to a stock-proof condition.
 - (ii) Appropriate fencing to be erected between the Green Island Bush fan and Bricks fan in order to exclude stock entrance on to this land from the riverbed.
 - (iii) Fences to be erected to a standard satisfactory to the Commissioner of Crown Lands.
 - (iv) The Department to assume half share responsibility for the erection and maintenance of fences as outlined in (ii) above and which form a common boundary with Crown land. (Crown's share estimated to be not more than \$5000 capital expense.)

These fences would effectively prevent Hunter Valley stock drifting onto Dingleburn and Dingleburn Station stock drifting on to the river flats for all that area south of the northern boundary of Green Island Bush.

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

(2) Grazing

- (i) Dingleburn Station be permitted to graze cattle up to and including the Green Island Bush fan within those areas where stock proof fences have been erected to the satisfaction of the Commissioner of Crown Lands. Mr Sarginson stated he has no desire to or intention of grazing cattle north of the Green Island Bush fan.
- (ii) An appropriate block limit for the pastoral lease be set for grazing of cattle north of Waterfall Creek or other appropriate defined boundary in that vicinity in the Hunter Valley by Hunter Valley Station to accommodate present grazing levels (ie approx 380 breeding cows all year round).

The aforementioned recommendations whilst not including the issue of a licence in favour of Hunter Valley Station grazing the river flats do however accommodate natural drift across the river without encroaching onto Dingleburn Station south of the Green Island fan. At the same time grazing of cattle by Dingleburn Station up to and including the Green Island fan can be accommodated. If these recommendations are adopted the Committee consider it is important in transmitting the decisions to the lessees that the availability of a Field Officer to discuss the implementation of same be stated.

Other matters considered by the Committee were the submissions received from Wildlife Service and FMC. The Committee's comments on these matters are as follow

(i) Wildlife Service-

The Committee consider that present cattle grazing levels in the valley are not having any detrimental effect on wildlife values. It is relevant to note that the period of greatest concern to Wildlife Service, September-mid January inclusive, coincides with the period of greatest growth and hence the least likely period of cattle encroaching onto the river.

It is also pertinent to note that the Committee is not recommending the issue of a licence over the Crown land or any increase in carrying capacity and is recommending the setting of a block limit to accommodate present grazing levels. Should Wildlife Service wish to do so they are invited to monitor the effect cattle grazing at the determined levels might be having on wildlife values. If they are able to produce evidence that cattle grazing are in fact having a detrimental effect then the matter can be reconsidered at that stage.

(ii) Federated Mountain Club-

As it is not intended to issue any formal grazing right of the Crown land in the Hunter Riverbed in favour of Hunter Valley Station the quid pro quo situation with respect to legal access does not really arise.

However, it is important to note that the lessee of Hunter Valley Station has indicated his willingness to negotiate with the Crown some form of legalised foot access over the property. The Committee consider this matter should be actively pursued by the Department as a separate exercise.

The committee in summing up recommended that:

(1) The Lessees agree to:

- (a) Upgrade the fence around the fan at Green Island Bush to stock-proof standard.
- (b) Erect appropriate fencing between the Green Island Bush fan and Bricks fan in order to exclude stock entrance onto this land from the riverbed.
- (c) This Department's requirements regarding the standard of fencing being met.
- (d) This Department meeting half the costs for the erection and maintenance of the fences in (b) which form a common boundary with Crown land. (Crown's share estimated to not be more than \$5000 capital expense)

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

- (o) Allow Dingleburn Station cattle to graze up to and including the Green Island Bush fan within those areas where stockproof fences are erected.
- (2) The lessee of Hunter Valley Station agrees to an appropriate block limit for cattle north of Waterfall Creek or other appropriate defined boundary in the vicinity in the Hunter Valley to accommodate present grazing levels (ie, 380 breeding cows approximately all year round).
- (3) Wildlife Service and Federated Mountain Clubs being advised of the points made.
- (4) The Department, as a separate exercise pursue the matter of legal access with the Lessee of Hunter Valley Station.

Commissioner of Crown Lands' Comments

On balance I endorse the recommendations of the Land Settlement Committee.

In reality this case is nothing more than a dispute between neighbours and it should be possible for both lessees to resolve their differences without Departmental/Land Settlement Board involvement. However, the convoluted history of the case makes this approach as not practical at this stage.

The history of Board interest goes back to 1962 and because of this I support the Land Settlement Committee's conclusions and agree that the Department should contribute towards the fencing as proposed. However, in my view it should be a capital only injection with the lessee to undertake future maintenance.

Legal access up the valley is an important issue but staff resources will dictate the priority and time scale in which resolution can be obtained.

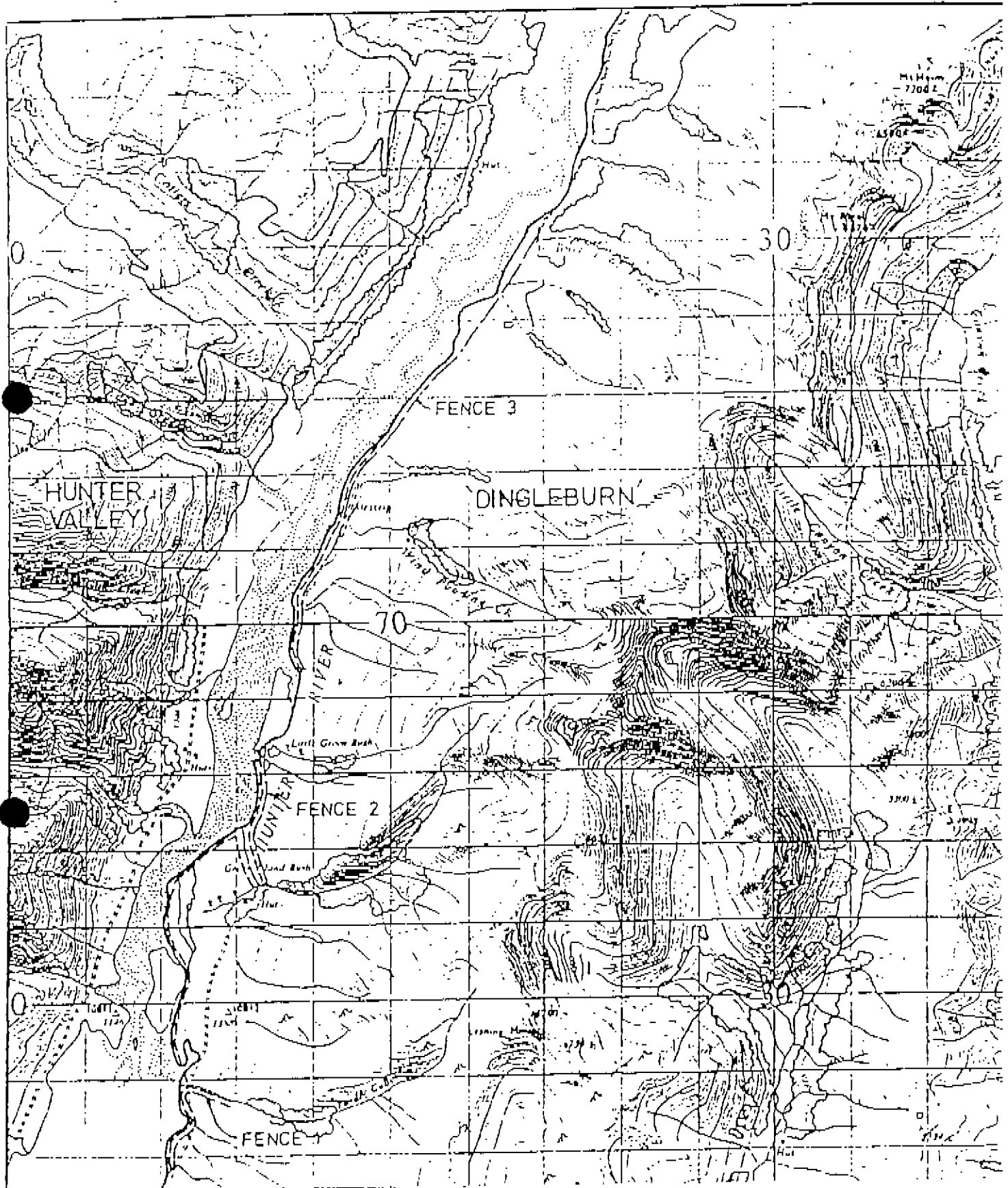
Recommendation

That the Board receive this report for its information and endorse the proposals.

| | |
|-------------------------------|-----------|
| PREPARED BY | mw 4/7/85 |
| CHECKED BY | φ |
| <i>[Signature]</i> | |
| a) CROWN LANDS CROWN LANDS | |
| Date 11 JUL 1985 | |

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"



LOCALITY MAP OF PART RUN 724 BOUNDARY & FENCES

————— RUN BOUNDARY

----- FENCING JUNE 1982

———— FENCING JULY 1982

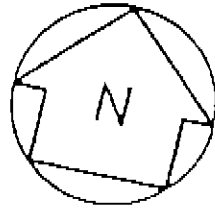
FIELD OFFICER REPORT P151 f.615

MSSRS. COCHRANE P179 f.108

SEASIDE LAND DISTRICT

STATE FOREST

HUNTER S.D.



Scrubby Flat
Creek

Bull Flat
Creek

Coffey
Creek

Pt. RUN 710

Lake Creek

HUNTER
RIVER

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

Pt. RUN 724

STAFFORD S.D.

MCKERROW S.D.

IV

Cascade
Creek

HUNTER

VIII

PLAN OF PART BED HUNTER
RIVER ADJOINING PART RUNS
710 AND 724

AREA: 900ha approx.

HUNTER S.D., STAFFORD S.D. AND
BLOCK VIII, MCKERROW S.D.

SCALE
1:50000

LOCAL AUTHORITY: VINCENT COUNTY, CTAGO LANG DIST

TRACED | CHECKED | DATE | OF | 1955 | 1955

LAKE

OUR FILE: HO CL 14/12/70
CL 14/12/84
From HEAD OFFICE
To CCL DUNEDIN

YOUR FILE: 10/4/3211
Date: 11 JULY 1986

Ref.: Ours/Yours of

Person to consult:

SUBJECT: HUNTER VALLEY RIVERBED

Lands and Survey
Department
15 JUL 1986
CHRISTCHURCH

Your submission of 27 June and subsequent correspondence refers.

It is noted that this case was ^{not} referred to the board for consideration. However, it was decided in head office that the matter be dealt with by the head office committee bearing in mind that if the impasse continued there was scope for the board to deal with it at that time.

Accordingly the board, under Case No 1985/231 of 9 July 1986, resolved to:

- (1) receive the report for its information.
- (2) support the Land Settlement Committee's recommendation as amended by the inclusion of the following condition:

"(5) CCL to issue grazing permits over all Crown land grazed by the lessees of either Dingleburn or Hunter Valleys."

In approving the case the committee considered that the following issues should be addressed in dealing with this matter.

- (1) The lessees of Dingleburn and Hunter Valley Stations be required to formalise a grazing agreement for the grazing of cattle above Green Island Bush on the Dingleburn pastoral lease with this agreement being satisfactory to you.
- (2) A permit for cattle grazing over the Crown land in the Hunter Valley riverbed be negotiated with the Hunter Valley Station after a satisfactory agreement for cattle grazing on Dingleburn Station has been achieved as in (1).
- (3) The Crown's contribution to fencing on Dingleburn Station be subject to a satisfactory agreement being reached as in (1).

The contribution be "one-off" and that all future fence repairs to be the responsibility of Dingleburn Station.

*Discussed with
FO - Bayliss & DFO
on a number of occasions -
views further thought is required
before any decisions are
reached*

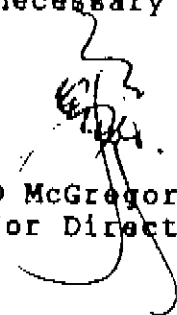
"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

Copy to A/DFO
Alex Office Please

cdh 2/10
[Signature]
DFO 2/17

- (4) Wildlife Division to be invited to monitor the wildlife habitat in the Hunter Valley river flats since cattle are to be grazed by permit. This is made by the Land Settlement Committee.
- (5) The provision of a formal accessway through the Hunter Valley Station be discussed with the lessee simultaneously with the negotiations for cattle grazing on the Hunter Valley river flats.

A: Further, as discussed recently with Mr Mackenzie, you should make a case for the provision of finance to carry out the necessary fencing.


D McGregor
for Director-General

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

Copy

4 March 1999

Tony Perrett
PO Box 5244
DUNEDIN

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

Dear Tony

I apologise for not having responded sooner to your numerous letters concerning the Dingleburn Block.

The situation is that Ngai Tahu only agreed to relinquish its very assertive claim to this land (for landbanking) conditional upon an assurance that I had to provide, that the block would be considered in the tenure review of Longslip and/or Glen Avon.

Ngai Tahu's strong insistence was at odds with its normal approach to pastoral land matters, which has been to facilitate good practical solutions. On further questioning, Ngai Tahu's reason for insisting that the land should be tenure reviewed rather than transferred straight to the Department of Conservation, was that they possessed a 1970's Lands and Survey report that said there were no values that needed the protection of being reserved. Ngai Tahu's argument was that the situation had not changed, so the block should not go to DOC before consideration under tenure review.

As you know, the lessee of Longslip has "surprised" us by preparing his own tenure review proposal, well ahead of expectations. The Commissioner does not want to revisit this proposal to include Dingleburn as the proposal presented suits the Crown well and is also capable of rapid implementation. As you probably also know, the lessee of Glen Avon is looking towards Birchwood as the property that has the most in common with his.

Given the commitment to Ngai Tahu, and the fact that Dingleburn Block cannot be included in the Longslip proposal without disruption, the Commissioner intends to review the block as a separate parcel of adjoining Crown land, pursuant to Part 3 of the Crown Pastoral Land Act 1998. If the block or parts of the block are not suitable for inclusion in a freeholding proposal (ie there are no commercial values), or if the adjoining owners do not wish to acquire any commercial values identified or there are now significant inherent values present, then it is logical that the block should transfer to DOC as part of the tenure review process.

Trust this explains the position.

Yours faithfully



S D Brown,
Chief Crown Property Officer

National Office
Lambton House
100 Lambton Quay
Private Box 8881
Wellington
New Zealand
Tel 64-4-498 0100
Fax 64-4-498 0111
Internet
<http://www.doc.govt.nz>

DEPARTMENT OF LANDS

National Insurance Building, Princes Street, Dunedin, New Zealand.
PO Box 1098, Dunedin. Telephone (024) 776 397. Bureaufax (024) 771 692.

OUR REFERENCE: Lands 2
YOUR REFERENCE:
INQUIRIES PLEASE ASK FOR:

11 October 1988

The Regional Manager
Department of Conservation
Private Bag
CHRISTCHURCH

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

UNALLOCATED CROWN LAND 3905 HA DINGLEBURN

The Ministerial Committee on Land Allocations on 6 September considered the recommendations for the allocation of land on the Unallocated Crown Land Schedule. The above area of land, No. 11 on G39 of the Otago Land District Schedule was proposed for allocation to your department. Submissions from the Otago Catchment Board and the Public Lands Coalition supported this proposal.

Submissions from the adjacent pastoral lessees did not support the allocation however and the Ministerial Committee subsequently approved an interim allocation to this department. This allocation is on the basis that the Department of Conservation and Land Corporation Ltd will prepare a joint report in discussion with the adjoining pastoral lessees on the merits of allowing continued grazing of parts of the land and of rationalising boundaries between the pastoral leases. The final decision will be deferred pending this investigation.

I would now like to seek your co-operation with Land Corporation in providing a joint report as requested by the Ministerial Committee. The lessees of the adjoining Longslip and Ben Avon Stations are aware of the intentions.

I have enclosed some background papers which will be of some limited assistance to you. Land Corporation Ltd will have more detailed information on the pastoral lease files which they hold in Alexandra and you should contact the Branch Manager, Ken Taylor regarding any further information required and to arrange the inspection.

When the joint report is available it should be forwarded to this office for further action. Please note that each party is to meet their own costs.

Your co-operation is appreciated.

K Stewart
District Manager
Encl

24

6786

INGLEBURN

MONTE

Burn

Birch Hill

PT RUN 433

6281.1476

STATE FOREST

5170.0

Dingle

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

Mt Martha

Mt Melina
o

Forest
0.0

LO

10/12

5400-02-1106



November 1996

Messrs Knight Frank
 P O Box 27
 ALEXANDRA

Attention: K R Taylor

"RELEASED UNDER THE
 OFFICIAL INFORMATION ACT"



Dear Sir

**UCL - DINGLEBURN - PT RUN 433 LONGSLIPSIDE & MID HAWEA SD'S
 PROPERTY ID 14*1106**

I refer to recent correspondence and discussions regarding the above and advise I have recently had further consultation with the Commissioner of Crown Lands as to the correct process in order to report to him and the Minister on a resolution of this outstanding allocation issue.

In coming to a decision as to the correct process now to follow we have returned to the original decision made on the issue. This in effect was

"...Crown Land allocated to the Commissioner of Crown Lands for review pending a joint report and discussion with adjoining pastoral lessees on boundary rationalisation and grazing opportunities. The report is to be a joint report between DOC/Landcorp".

The above report has never been completed and it is requested that this should now be completed jointly by DOC and Knight Frank Limited.

The roles of the various parties should be

- * Knight Frank Limited should specifically report on the "boundary rationalisation and grazing opportunities".
- * DOC should specifically report on Conservation values.
- * Both would report on the future status of the land.

Opportunities exist for DOC/Knight Frank to make joint or dissenting recommendations. If they are able to make agreed recommendations then they should prepare the write up and recommendations. If they are unable to arrive at a joint recommendation then I will look at calling in an independent consultant to undertake a critique.

John Wickliffe House
 Princes Street
 Private Bag 1929
 Dunedin
 New Zealand
 Ph: (03) 477 0650
 Fax: (03) 477 3547
 Call 025 377 250
 Direct Dial (03) 467 7596
 DX YP 80001

**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

Project number NLI 02 01 115YD

This report has been prepared on the instruction of Knight Frank (New Zealand) Ltd, Alexandra by letter dated 9 April 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.



LAND STATUS REPORT for Dingleburn Station
Property 1 of 3

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

| | |
|-----------------------------|--|
| Land District | Otago |
| Legal Description | Part Run 724, Hunter, Stafford, Mc Kerrow, Mid Hawea, Upper Hawea, Longslip, Longslipside Survey Districts |
| Area | 23707.4786 ha. |
| Status | Crown Land under the Land Act 1948 subject to Pastoral Lease P 151 |
| Instrument of title / lease | C L A2 /1219 |
| Encumbrances | None |
| Mineral Ownership | Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under 1848 Kemp Purchase. |
| Statute | Land Act 1948 & Crown Pastoral land Act 1998 |
| Notes (if any) | a) A field inspection may be required to ascertain if creeks, streams or rivers within this pastoral lease could be subject to Section 24 of the Conservation Act 1987. This aspect may have been satisfied on renewal of this lease on 1 July 1989, no evidence on file has been found to support this especially along the Dingleburn the balance of the Hunter River and other streams and creek flowing into Lake Hawea and the Hunter River [see correspondence attached]. The Riverbank Reserve Crown Land reserved from Sale created under section 129 of the Land Act 1924 along Timaru Creek and part of the Hunter River is now deemed to be a marginal strip of the same width (s. 24(3) Conservation Act 1987 effective date 10/4/90) the boundaries of the marginal strip do not change (s.24G(7) Conservation Act 1987) . The Lakeshore since the raising of Lake Hawea for hydro- electric storage has had no marginal strip layed off. A margin is at least 20 meters back from the lakes maximum control level, this land is to be contained within an operating easement which will be in favour of Contact Energy. The land remaining Crown Land subject to the land Act. The dry areas around the land shore are required for the continuing control of the lake's level, there is no impediment to the public use of the lakeshore margin so |

Crown Land reserved from Sale

far as access.

- b) The Crown will attempt to **negotiate access rights** for Contact Energy Ltd at the time of tenure review. The access required is from the nearest public road, over areas that may be freeholded, to the edge of Lake Hawea. See CCPO & CCL letter of 27 January 1999 attached.
- c) There is a private road (formed but not legal) from the end of the legal road at Timaru Creek to Dingleburn Station.
- d) In 1995 Dingleburn Partnership was given a **recreation Permit** to test the market for an outdoor activities based business centred on this Pastoral Lease. The Department of Conservation have also given concessions in the Dingleburn and Hunter Valleys.
- e) As part of Telecom's commitment to upgrade existing party line services to individual service, **Telecom has entered into informal agreements** for occupancy / use of this Pastoral Lease

Data Correct as at

25 May 1999

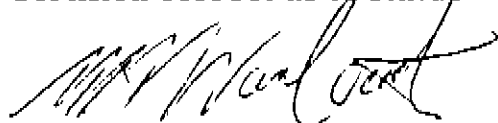
Prepared by

John Kirk 

Crown Accredited Agent

Opus International Consultants Ltd, Dunedin

Certified correct as to status



Max Haydn Warburton

Chief Surveyor

Land Information New Zealand, Dunedin.

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

291 6 1999

Research Data: Some Items may be not applicable

| | | | |
|-----------------------|---|----|---|
| Property | 1 | of | 3 |
| SDI Pr. Obtained | Yes | | |
| NZMS 261 Ref | G38 & G39 | | |
| Local Authority | Queenstown Lakes District | | |
| Crown Acquisition Map | Kemp Purchase | | |
| SO Plan | <p>SO 2053- Plan of extension of Otago Land District Gaz 1899 page 167</p> <p>SO 13900-Plans of Provisional State Forest Gaz 1919 page 1291</p> <p>SO's 12463, 12464, 12465, 12466 – Plans of Land to be taken for Water Power Development.</p> <p>SO 12919 – Plan of all of Run 724</p> <p>SO 17340 – Plan of Section 3,Block XIV, Mid Hawea S D being a plan defining an area of land taken for Secondary Use over land taken for Water Power Development, at the mouth of Timaru Creek.</p> <p>SO 17613 – Re definition of State Forest in Mid Wanaka, Longslip & Longslipside Survey District. Now a DOC allocation [See report 2 of 3]</p> <p>SO 19623 – Plan of land to be Taken for Road.</p> <p>SO 24675 – Lake Hawea – Timaru River being an area referred to in the Deed of Settlement for the Ngai Tahu Claim. [Nohoanga site ref MN 456] this area is over part of Section 3, Block XIV, Mid Hawea S D see SO 17340 shown above.</p> <p>SO's 24526, 24536 & 24539 not approved as to survey. Plans defining the Lake Hawea operating easement, definition of these plans to form the north western boundary of this pastoral lease. Note the purpose of SO s 24537 to 41 is to amend the relevant leases in terms of Section 113 of the Land Act 1948. These plans are subject to amendment.</p> | | |

RELEASED UNDER THE
"OFFICIAL INFORMATION ACT"

| | |
|---------------------------------|---|
| Relevant Gazette Notices | <p>Gazette notice 565105 (Gazette 1981 page 2990) Areas "A", "B" & "C" on SO Plan 19623 Proclaimed as Road.</p> <p>Gazette notice 230822 (Gazette 1960 page 750) Crown Land set apart for Development of Water Power (Roxburgh Power Scheme: Lake Hawea Control)</p> |
| CT Ref / Lease Ref | CL A2/1219 |
| Legalisation Cards | <p>SO 12465 – Setting apart land for development of electricity Gaz 1960 page 750 GN 230822 [land adjoining this pastoral lease]</p> <p>SO 19625 – Proclaiming land as Road Gaz 1981 page 2990 GN 565105.</p> |
| Plan Index | Checked |
| CLR | <p>Confirms Crown Land [Pastoral Land] Status Formerly Pt Runs 99A, 433, & 335B Leasehold Estate in 61830 acres taken for Development of Water Power (Roxburgh Scheme) Gaz. 1956 page 1652. Licence (P.46) Balance of land after land for Dev. For Water Power Development taken out new Pastoral Run 724 created and re-let on P.151.</p> |
| Allocation Maps (if applicable) | <p>Proposed SOE Land Claims Map – Shows adjoining land allocated to Electricorp which was part of the Land Taken for Generation of Electricity by various Gazettes now part of the proposed Operating Easement for Lake Hawea.</p> <p>DOC allocations D*G39"1*CO within the area of this report [See report 2 of 3]</p> <p>DOC allocations D*G 38*2 & 3*CO adjoin the northern boundary of the run subject to this report.</p> <p>SOE no allocations shown within or adjoining this report.</p> <p>UCL – allocation map PROMIS Number 1106 This area of UCL adjoins this Pastoral Run. [See Report 3of 3]</p> |
| VNZ Ref - if known | N/A |

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

| | |
|---|--|
| Crown Grant Maps | Crown Grant Indices have been viewed for all Survey Districts. Mid Hawea Map shows the creation of a Riverbank Reserve along the Timaru Creek by Section 129 of the Land Act 1924. Copy attached. |
| If Subject land Marginal Strip : a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference | a) Crown Land reserved from sale (Riverbank Reserve) along Timaru Creek shown on Crown Grant Index Record map as an area of 2a-3r-32p Section 129 Land Act 1924. b) On issue of prior Pastoral Lease C L 338/62 (issued 1 July 1954) c) Shown on Grant Index Record Map |

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

Research – continued

| Property | 1 | of | 3 | |
|---|---|----|---|---|
| If Crown land – Check Irrigation Maps. | | | | N/A |
| Mining Maps | | | | No indication of any lodged mining applications on index maps G 38 & G39. |
| If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc | | | | a) SO Plan 19623 Plan of Land to be Taken for road b) Gazette Ref Gaz 1981 page 2990 (G.N. 565105) c) |

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

Other Relevant Information

a) Concessions – Advice from DOC or Knight Frank.

b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998

c) Mineral Ownership

d) Other Info

a)

b)

c) Either

Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under [enter Deed details]

Contained in [provide evidence].

d) Boundary of land taken for Generation of Electricity being the lake shore of Lake Hawea and the north western boundary of Run 724 has been **redefined** by a new survey. This revealed discrepancies between the old survey data and new technology / methodology. This new definition should be used as the lake shore boundary for this Pastoral Lease [land taken for water power purposes Gaz 1960 page 750 & 751 stated on the diagram of CL A2/1219]. See copies of DRAFT plans SO's 24526, 24536 & 24539.

e) The Crown will attempt to negotiate access rights for Contact Energy Ltd at the time of tenure review. The access required is from the nearest public road, over areas that may be freeholded, to the edge of Lake Hawea. See CCPO & CCL letter of 27 January 1999 attached.

f) Recreational Permit [See notes above]

g) Telecom Agreements [See notes above]

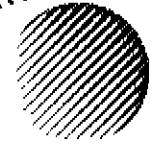
"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

Project number 6NLI 02 01 0115YD

This report has been prepared on the instruction of Knight Frank (New Zealand) Ltd, Alexandra by letter dated 9 April 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"




OPUS
INTERNATIONAL
CONSULTANTS

LAND STATUS REPORT for Dingleburn Station

Property 2 of 3

| | |
|------------------------------------|--|
| Land District | Otago |
| Legal Description | Hawea State Forest being part Mid Hawea, Longslip, & Longslipside Survey District. |
| Area | 8090 ha |
| Status | Stewardship Land held under Section 62 of the Conservation Act 1987. Confirmed by DOC 26/5/99 |
| Instrument of title / lease | Not held under any instrument or document. Contained on DOC allocation plan SO 22254 |
| Encumbrances | DOC advise 8/6/99 commercial concessions for hunting & fishing to Reel Hunting Limited & R D Fraser (Cedar Safari's Limited) |
| Mineral Ownership | Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the Kemp Purchase of 1848. |
| Statute | Conservation Act 1987. |
| Notes (if any) | The land was allocated to Department of Conservation as D* G39*1*CO allocation plan SO 22254 [Con Unit G39063] Note Area "K" on SO Plan 20683 doesn't appear to have been allocated to the Department of Conservation [it has not been shown on Allocation plan SO 22254]. This may have been an oversight in the recording of this allocation because NZMS 261 G 39 didn't show this land as being State Forest Land prior to allocation. According to SO Plan 20683 this land had a status of State Forest Land at the time allocated and should have been shown on the allocation Plans along with the rest of Hawea State Forest. Other cadastral indexes support this. |

| | |
|--------------------|-------------|
| Data Correct as at | 8 June 1999 |
| | |

| | |
|------------------------|---|
| Prepared by | John Kirk  |
| Crown Accredited Agent | Opus International Consultants Ltd, Dunedin |

Certified correct as to status



Max Haydn Warburton

Chief Surveyor

Land Information New Zealand, Dunedin.

2916 /1999

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

Research Data: Some Items may be not applicable

| | | | | |
|--|---|----|---|--|
| Proper | 2 | of | 3 | |
| SDI Plan Obtained | Yes | | | |
| NZMS 261 Ref | G38 & G39 | | | |
| Local Authority | Queenstown Lakes District | | | |
| Crown Acquisition Map | Kemp Purchase | | | |
| SO Plan | SO 17613 - Plan of re-definition of State Forest SO 20683 - Plan of re-definition of State Forest | | | |
| Relevant Gazette Notices | State Forest Gazette by 1920 page 2846 Gazetted Open Indigenous State Forest by Gaz 1978 page 3288. | | | |
| CT Ref / Lease Ref | Nothing in LTO | | | |
| Legalisation Cards | SO 17613 no action shown SO 20683 no action shown | | | |
| Plan Index | Not Searched | | | |
| CLR | Allocated to DOC | | | |
| Allocation Maps (if applicable) | DOC F41*31 | | | |
| VNZ Ref - if known | N/A | | | |
| Crown Grant Maps | N/A | | | |
| If Subject land Marginal Strip : a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference | a) N/A b) c) | | | |

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

Research – *continued*

| Property | 2 | of | 3 |
|---|---|----|---|
| If Crown land – Check Irrigation Maps. | N/A | | |
| Mining Maps | Not subject to any mining interest [F41] | | |
| <p>If Road</p> <p>a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989</p> <p>b) By Proc</p> | <p>a) SO Plan N/A</p> <p>b) Proc Plan</p> <p>c) Gazette Ref</p> | | |
| <p>Other Relevant Information</p> <p>a) Concessions – Advice from DOC or Knight Frank.</p> <p>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>c) Mineral Ownership</p> <p>d) Other Info</p> | <p>a)</p> <p>b)</p> <p>c) Either</p> <p><input type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase.</p> <p><input type="checkbox"/> Contained in [provide evidence].</p> | | |

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

Project number 6NLI 02 01 065YD

This report has been prepared on the instruction of Knight Frank (New Zealand) Ltd, Alexandra by letter dated 9 April 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"



OPUS
INTERNATIONAL
CONSULTANTS

LAND STATUS REPORT for Dingleburn Station

Property | 3 | of | 3

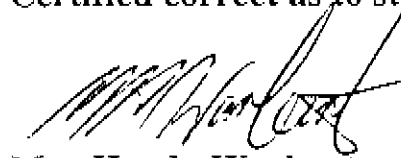
| | |
|------------------------------------|--|
| Land District | Otago |
| Legal Description | Pt Run 433 Longslipside and Longslip Survey District. |
| Area | 3905 ha approximately |
| Status | Unoccupied Crown Land by memorandum of partial surrender 231990 from Pastoral Lease CL 424/8 :- allocated to the Department of Lands for management or disposal. (Category 18 allocation approved in accordance with Ministerial Committee on Land Allocation decision of 6 September 1988 (MCLA (88) M12-Item 3(c)) |
| Instrument of title / lease | PROMIS No.1106 No instrument of title or / lease. |
| Encumbrances | Pursuant to Category 18 Ministerial committee decision this area is Crown Lands for review pending a joint report in discussion with adjoining pastoral lessees on boundary rationalisation and grazing opportunities. Report is to be joint between DOC/Landcorp. |
| Mineral Ownership | Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under 1848 Kemp Purchase |
| Statute | Allocations in terms of the State Owned Enterprises Act 1987 & the Conservation Act 1987. Managed under Land Act 1948 & Crown Pastoral Land Act 1998. |
| Notes (if any) | <ol style="list-style-type: none"> 1. Ngai Tahu relinquished their claim to this land (for landbanking) conditional upon an assurance from the Chief Crown Property Officer / Commissioner of Crown Lands that this block would be considered in the tenure review of Longslip and/or Glen Avon Stations. The Commissioner intends to review this block as a separate parcel of adjoining Crown Land, pursuant to Part 3 of the Crown Pastoral Land Act 1998. Ref letter 4 March 1999 from the Chief Crown Property Officer to Tony Perett of DOC (Dunedin) 2. A draft joint report between Knight Frank (NZ) Limited (formerly Landcorp) / Department of Conservation has been produced. |

| | |
|--|--|
| | |
|--|--|

| | |
|--------------------|-----------|
| Data Correct as at | 31/5/1999 |
| | |

| | |
|------------------------|---|
| Prepared by | John Kirk  |
| Crown Accredited Agent | Opus International Consultants Ltd, Dunedin |

Certified correct as to status



Max Haydn Warburton
Chief Surveyor
Land Information New Zealand, Dunedin.

2916 11999

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

Research Data: Some Items may be not applicable

| | | | |
|-------------------------------|--|----|---|
| Proper | 3 | of | 3 |
| SDI Plan Obtained | Yes | | |
| NZMS 261 Ref | G39 | | |
| Local Authority | Queenstown Lakes District | | |
| Crown Acquisition Map | Kemp Purchase | | |
| SO Plan | No Plans | | |
| Relevant Gazette Notices | No Reference | | |
| CT Ref / Lease Ref | Surrender Document 231990 | | |
| Legalisation Cards | No Plans | | |
| Plan Index | No Plans | | |
| CLR | No reference LINZ file ref 's:- 5400-02-1106 Pt Run 433 Longslip SD. | | |
| Location Maps (if applicable) | Shown UCL allocation map PROMIS Number 1106 | | |
| VNZ Ref - if known | N/A | | |
| Crown Grant Maps | | | |

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

If Subject land Marginal Strip :

a) Type [Sec 24(9) or Sec 58]

b) Date Created

c) Plan Reference

a) N/A

b)

c)

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

Research – *continued*

| | |
|---|--|
| Property 2 of 2 | |
| If Crown land – Check Irrigation Maps. | N/A |
| Mining Maps | No Reference |
| If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc | a) SO Plan N/A b) Proc Plan c) Gazette Ref |

“RELEASED UNDER THE
OFFICIAL INFORMATION ACT”

Other Relevant Information

a) Concessions – Advice from DOC or
Knj + Frank.

b) Subject to any provisions of the Ngai
Tahu Claims Settlement Act 1998

c) Mineral Ownership

d) Other Info

a)

b)

c) Either

Mines and Minerals are owned by the Crown because the
land has never been alienated from the Crown since its
acquisition for settlement purposes from the former Maori
owners under [enter Deed details]

Contained in [provide evidence].

d)

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"



KNIGHT FRANK
ALEX
16 JUL 1999
RECEIVED

Dear Mr Murray
We have forwarded this on to Mark
Nelson of Otago Fish & Game as this is in
their area.

Thank you
Cheryl Mason
with compliments

Southland Region

236 Dea St, PO Box 109, Invercargill, New Zealand. Telephone: 03 214 4901 Facsimile: 03 214 4857

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

Our Ref: Po151/1
(AT8019)

LAND RESOURCES DIVISION

13 July 1999

T S & D I Mead
P O Box 54
WANAKA

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

Dear Mr & Mrs Mead

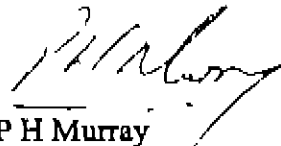
RE: PROJECT PLANS FOR TENURE REVIEW

Please find enclosed the Draft Preliminary Proposal Project Plan relating to the tenure review of your pastoral lease which has recently been approved by the Commissioner of Crown Lands. This project plan sets out the steps required by the Commissioner for this part of tenure review. It identifies target dates for the completion of each task and who is to action the task.

Many of these steps do not directly involve you. The steps of particular significance to you are as follows:

- 5.1 The Draft Preliminary Proposal is provided to the holder(s).
- 5.2 Holders views are obtained in respect of draft proposal.
- 7.1 The Preliminary Proposal is put to the holder(s).
- 7.2 The holder has 3 months to accept the Preliminary Proposal or tenure review does not proceed.
- 8.2 The Preliminary Proposal is publicly advertised.

Yours faithfully
KNIGHT FRANK (NZ) LIMITED


P H Murray
Consultant

"RELEASED UNDER THE
OFFICIAL INFORMATION ACT"

cc Tony Perrett, Department of Conservation, P O Box 5244, DUNEDIN
✓ The Manager, Southland Fish and Game Council, P O Box 159, INVERCARGILL

Corporate Offices

Auckland
Wellington
Christchurch

13 Offices Nationwide

International

Australia
Belgium
Botswana
China
France
Germany

Hong Kong
India
Italy
Japan
Malawi
Monaco

Nigeria
Portugal
Singapore
South Africa
Spain
Sweden

Tanzania
The Netherlands
United Kingdom
United States
of America
Zimbabwe

Postal Address:

P O Box 27, Alexandra

Knight Frank (NZ) Limited
(An LPL Group Company)

INTERNATIONAL PROPERTY CONSULTANTS