

Crown Pastoral Land Tenure Review

Lease name : DUNSTAN DOWNS

Lease number : PO 019

Due Diligence Report (including Status Report) - Part 2

This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

The report attached is released under the Official Information Act 1982.

December 05

APPENDIX 4

LANDCORP PROPERTY
ALEXANDRA
- 7 NOV 1994
RECEIVED

P19
75

NOTICE BY LESSEE OF ELECTION UNDER SECTION 132A(3) OF THE LAND ACT 1948

The Manager
Landcorp Property Limited
P O Box 27
ALEXANDRA

Date: 31st Oct 94
Pol9

Description and Area: Run 201A Ahuriri, Hawkdun, Lindis, Longslip
and St Bathans Survey Districts. Being 12351.0058 hectares.

In respect of the notice from the Commissioner of Crown Lands in pursuance of subsection (3) of Section 132A of the Land Act 1948, setting out the values placed upon the above land for rent review purposes, I hereby make the following election -

I accept the values set out in the said notice and the new rental payable.

(or I require the value of the lessee's improvements and the value of the land exclusive of improvements to be fixed by the Land Valuation Tribunal.)

(or I require the value of the lessee's improvements to be fixed by the Land Valuation Tribunal).

(or I require the value of the land exclusive of improvements to be fixed by the Land Valuation Tribunal.)

Signature: Janet Milne Paul James Lov
Lessee Ron Williamson.

NB: THIS NOTICE MUST BE SIGNED BY ALL THE REGISTERED LESSEES

① Tim for info 25.
② Suzanne to make records 812
~~2~~

SUBMISSION TO
COMMISSIONER OF CROWN LANDS



Review of Rental for Pastoral Lease in terms of Sections 66 and 132A Land Act 1948

LCP Ref: P019 OCL Ref: Case No:

Property Name: Dunstan Downs Lessee: G R Innes Family Trust

Expiry Date: 30/06/2017 Annual Rent: Not yet accepted

Base Stock Limit: 6,125 Sheep

Personal Stock Limit: 6300 Sheep, 120 Cattle and 50 Deer

Date of Valuation: 30 / 06 / 94

Value of Lessee Improvements:

Value of Crown Improvements: Nil

Value of Land Exclusive of Improvements (Pastoral):
(Other): Nil

Capital Value:

Rent at 2.25% of LEI for next 11 years:

RECOMMENDATIONS

1. That pursuant to Sections 66 and 132A of the Land Act 1948 you approve the rental review for pastoral lease Po19 with the values above.
2. That you sign the attached notification forms and return them to this office for dispatch to the lessee.

Signed for Landcorp Property Ltd

Consultant *[Signature]*
11/8/94

Manager *[Signature]*
11/8/94

Approved/Declined

Commissioner of Crown Lands / /

ALEXANDRA OFFICE
4 LIMERICK STREET
PO BOX 27
ALEXANDRIA NZ
01 7776
FAX 01 7776 4005
01 7776 4002

Our File: Pol 9

NOTICE BY THE COMMISSIONER OF CROWN LANDS TO LESSEE, PURSUANT TO SECTION 132A(2) OF THE LAND ACT 1948 INFORMING THE LESSEE OF THE VALUES OF THE LAND IN A PASTORAL LEASE FOR RENTAL REVIEW

Address: G R Innes Family Trust

Date: 2 August 1994

Dunstan Downs

OMARAMA

Description and Area: Run 201A Ahuriri, Hawkdun, Lindis, Longslip and St Bathans Survey Districts. Being 12351.0058 hectares.

Your Pastoral Lease over the above land is due for a review of rental on 30 June 1995 and in pursuance of Section 132A of the Land Act 1948, the following values of the land have been ascertained:

- (a) Lessees Improvements
- (b) Crown Improvements
- (c) Land Exclusive of Improvements

[REDACTED]

Section 132A (2) of the Land Act 1948, requires you to notify me in writing, within three months after receipt of this notice, to the effect -

- (a) That you accept the values as set out in this notice; or
- (b) That you require the values (or any of them) to be fixed by the Land Valuation Tribunal.

Section 132A(3) provides that if you omit to notify me (via Landcorp Property) within the prescribed time you are deemed to have accepted the values and a rental calculated on the value of the land exclusive of improvements - that is \$ [REDACTED], being 2.25% on \$ [REDACTED]

A copy of the prescribed form of notification is enclosed for your use.

Signature

Commissioner of Crown Lands

A R REGISTER

NOTICE BY LESSEE OF ELECTION UNDER SECTION 132A(3) OF THE LAND ACT 1948

The Manager
Landcorp Property Limited
P O Box 27
ALEXANDRA

Date: _____
Pol9

Description and Area: Run 201A Ahuriri, Hawkdun, Lindis, Longslip
and St Bathans Survey Districts. Being 12351.0058 hectares.

In respect of the notice from the Commissioner of Crown Lands in pursuance of subsection (3) of Section 132A of the Land Act 1948, setting out the values placed upon the above land for rent review purposes, I hereby make the following election -

I accept the values set out in the said notice and the new rental payable.

(or I require the value of the lessee's improvements and the value of the land exclusive of improvements to be fixed by the Land Valuation Tribunal.)

(or I require the value of the lessee's improvements to be fixed by the Land Valuation Tribunal).

(or I require the value of the land exclusive of improvements to be fixed by the Land Valuation Tribunal.)

Signature: _____
Lessee

NB: THIS NOTICE MUST BE SIGNED BY ALL THE REGISTERED LESSEES

APPENDIX 5



Our Ref: Fo292 12019

30 August 1999

LAND RESOURCES DIVISION

The Manager
Montgomery Watson
P O Box 4
DUNEDIN

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

ATTENTION: SIMON BEALE

Dear Sir

RE: DALRACHNEY REALIGNMENT

I wish to advise that the Commissioner of Crown Lands has approved the consent applications for the above works being considered as a Non-Notified Application.

This approval is subject to:

- (1) All Public Works Act actions being completed by 1 July 2000.
- (2) The contractors taking all necessary measures to prevent new weed species being introduced to the construction site, and that Transit monitor the site for 10 years after construction and control any introduced weeds identified.
- (3) A Compensation Certificate is to be registered against the leases.

The Commissioner has advised that the consent of Crown Property Clearances is required to the statutory process.

I attach a Certificate for the Resource Consent applications.

Please contact me if you require further information.

Yours faithfully
KNIGHT FRANK (NZ) LIMITED

K R Taylor
Manager, Alexandra

cc The Property Group, P O Box 923, DUNEDIN Attention: Doug Miller

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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

13 Offices Nationwide

The Commissioner of Crown Lands of Private Bag 5501, Wellington has studied Transit New Zealand's proposal described in the consultation document and attached letter from Montgomery Watson Limited, dated 8 October 1998 and given his written approval to the consent applications to be considered as a non-notified application. His approval is subject to the following conditions:

- (1) All Public Works Act actions being completed by 1 July 2000.
- (2) The contractors taking all necessary measures to prevent new weed species being introduced to the construction site, and that Transit monitor the site for 10 years after construction and control any introduced weeds identified.
- (3) A Compensation Certificate is to be registered against the leases.

Signed: _____ (K R Taylor) Date: _____

Company: Knight Frank (NZ) Limited

Pursuant to approval given 9 August 1999.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

A X



MONTGOMERY WATSON

31 Stafford Street
P O Box 4
Dunedin, NZ

KNIGHT FRANK
ALEXANDRIA
26 AUG 1999
RECEIVED

Date: 26 August 1999

Tel: 64-3-477 0885
Fax: 64-3-477 0616

To: Ken Taylor
Knight Frank (NZ) Ltd

Fax No: 03 448 9099

From: Simon Beale

Reference: 47516/07

Subject: Dalrachney Realignment

No. of Pages (including cover): 1

Good morning Ken

With the physical works scheduled to commence in mid October 1999, we are anxious to finalise all outstanding resource consent matters as soon as possible. Although we have lodged the resource consent application with the Canterbury Regional Council, the consent will not be granted until Council receives the CCL's approval in writing.

We would be grateful if this approval could be forwarded through to us by the end of the week if at all possible. Thanks Ken.

Regards
Simon

fdbshs01.doc

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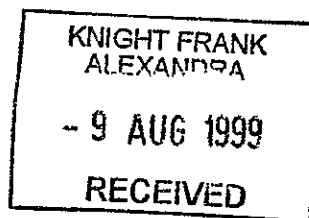


To: Ken Taylor
 Company: Knight Frank
 Fax No: 03 448-9099
 From: Murray Mackenzie
 Crown Property Contracts
 Date: 9 August 1999
 Page 1 of: 7
 Our Ref:
 Your Ref:

Christchurch Regional
 Office
 Torrens House
 195 Hereford Street
 Private Bag 4721
 DX WP20033
 Christchurch
 New Zealand
 Tel 64-3-379 9793
 Fax 64-3-366 6422
 DDI 64-3-364 59#
 E-mail
 #@linz.govt.nz
 Internet
<http://www.linz.govt.nz>

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Subject: Requests for consent--Dunstan Downs and Dalrachney



Hello Ken,

I refer to your letters of 6 July 1999 and return the approved cases.

The issue for the Commissioner has been consideration of the actions in terms of the "ownership interest" that he has and I have given that consent based on the information included in your reports. The applicant needs to be aware that he must seek the consent of Crown Property Clearances for the statutory process. I am not signing off on these.

A further issue is that you need to request that a compensation certificate be registered against the leases.

Regards

Murray Mackenzie



**SUBMISSION TO
COMMISSIONER OF CROWN LANDS AND RESOURCES DIVISION**

**Other Land Use Consent
(Submission No A9148/3&4)**

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

KF REF: Po019, Po292 CCL REF: CASE NO:

Leases: Po019: Dunstan Downs

Po292: Dalrachney

Lessees: Po019: Timothy Harold Innes (*application to transfer a half-share to Geva Carne Innes is being processed as Submission A9177*).

Po292: Dalrachney Station (1982) Limited

Location: State Highway 8 Lindis Pass, Omarama

Application:

Montgomery Watson on behalf of Transit New Zealand are applying to the Waitaki District Council for an alteration to a designation and to the Canterbury Regional Council for a resource consent in connection with a re-alignment of State Highway 8. The Commissioner's approval as an affected party is sought.

A separate submission in relation to the Public Works Act matters have also been submitted (*Submission A9148/1 and 2*).

Comments:

- (1) This request was received at a very late stage in the planning process.
- (2) Approval for non-notification has already been obtained from both lessees, local Iwi and the Historic Places Trust.
- (3) The area of proposed re-alignment has claimed a number of lives and the proposal is very significant for public safety.
- (4) The environmental impact of the proposal appears minor. A wetland will be affected but this is already highly modified.

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	China	Japan	South Africa	United States	INTERNATIONAL PROPERTY CONSULTANTS
	France	Malawi	Spain	of America	
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- (5) There is some risk of weed infestation as material is to be introduced from off site as happened with other work some years ago in the same vicinity.
- (6) The other Crown interest in the land are taken account of through the Public Works Act actions.
- (7) Dalrachney is currently number 8 on the schedule of tenure reviews, a matter which is considered in the roading submission.

Conclusion:

Subject to the roading action being completed under the Public Works Act and procedures being put in place to limit the risk of weed infestation I consider it appropriate for the Commissioner to sign the enclosed approval. This is a public safety issue of some significance.

RECOMMENDATION:

- (1) That you sign the enclosed approval form and return it to Montgomery Watson accompanied by a letter referring to the following:
 - (a) That your approval is given on the understanding that the associated roading actions under the Public Works Act will be completed promptly.
 - (b) That the contractors be required to take all necessary measures to prevent new weed species being introduced to the construction site, and that Transit monitor the site for 10 years after construction and control any introduced weeds identified.

Signed for Knight Frank (NZ) Limited

Consultant

1 1

Manager

James R Taylor

6 17 99

G Holgate

G Holgate

8 17 99

Approved/Declined

*Consent subject to all PMA Actions
being completed by 1-7-2000.*

Commissioner of Crown Lands

[Signature]

6 18 99

APPENDICES:

- (1) Letter from Montgomery Watson dated 10 May 1999.
- (2) Consultation document dated May 1999. (*Approval form enclosed*).



**SUBMISSION TO
COMMISSIONER OF CROWN LANDS AND RESOURCES DIVISION**

Roading Action
(Submission No A9148/1&2)

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

KF REF: Po019, Po292 CCL REF: CASE NO:

Leases: Po019: Dunstan Downs

Po292: Dalrachney

Lessees: Po019: Timothy Harold Innes (*application to transfer a half-share to Geva Carne Innes is being processed as Submission A9177*).

Po292: Dalrachney Station (1982) Limited

Location: State Highway 8 Lindis Pass, Omarama

Application:

For the consent of the Commissioner of Crown Lands pursuant to Section 114 Public Works Act 1981 as to declaring land to be road and pursuant to Section 116 and Section 117 (6) as to stopped road to vest in the leasehold titles.

Comments:

- (1) A separate submission (A9148/3&4) has been made in connection with consents required under the Resource Management Act 1991.
- (2) The re-alignment of State Highway 8 at this point is an important road safety issue as a number of deaths have occurred in this locality.
- (3) The overall balance of road taken and stopped road to vest is minor with a slight balance in favour of the land to vest.
- (4) While there is some inequality between the leases this is not sufficient to alter the rental value or stock limitation of either lease.
- (5) Dalrachney is currently number 8 on the schedule of tenure reviews and the Crown should require this action to be completed promptly to avoid delays with the tenure review.

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United States of America
Zimbabwe

Postal Address:

P O Box 27, Alexandra

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

INTERNATIONAL PROPERTY CONSULTANTS

Conclusion:

This is an important road safety issue which, if completed promptly will not impact on the Crown as lessor. Your consent to the proposed actions is therefore recommended.

RECOMMENDATION:

That you give your consent to the proposed actions under Sections 114, 116 and 117 (6) Public Works Act 1981 and sign the copies of the enclosed letters subject to:

- (1) The actions being completed within 12 months.
- (2) That no payment will be required by the Crown as lessor provided all costs are met by the applicant.
- (3) That the proposed actions will not lead to an alteration to the rental value or stock limitation of either lease.

APPENDIX 6

Our Ref: 335 P 19



17 March 1995

The Commissioner of Crown Lands
Office of Crown Lands
Department of Survey & Land Information
C P O Box 170
WELLINGTON

Dear Sir

OPEN SPACE COVENANTS - DUNSTAN DOWNS & KILLERMONT

Your letter reference 5200-05 of 2 February 1995 refers. I have reviewed the two covenant management plans and provide my comments as follows.

Dunstan Downs

Points of an editorial nature to note in this document are:

- 8.3 This clause referring to Land Corporation Management Services Limited is irrelevant and should be deleted from the document.
- 12.2 I agree that the descriptive information from RAP 8.2 should be inserted here.
- 13.1 This section shows a complete lack of depth and appropriate experts should be consulted for a more detailed description.
- 14.0 This section is both relevant and also inadequate.
- 15.4 I am some what disappointed this section was not incorporated prior to the document being forwarded for comment.
- 16.3 The generic use of the word "hieracium" is inappropriate in this situation and should be clarified either by the use of the generic hawkweeds or by more specific names.
- 19.2 I agree with the need to consider fertilizer application as this may be both a positive and negative influence on the proposed covenant.
- 20.2 I believe this is an important statement.

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



23.4 The Commissioner of Crown Lands should be noted as another party to be consulted with.

25.2(ii) A fire plan is critical to the management of the area.

The Open Space Covenant starting on page 18 of the document should be amended to clarify that the lessee is the covenantor and not the owner. This amendment also effects definitions on page 19, 20 and 21. The schedule page 22, 23 should be amended to allow signature by the Commissioner of Crown Lands.

Overall this covenant has a worthy objective, but may be a little weak for the importance of this particular area. The covenant should also be expanded to include a clause similar to that recently inserted in the Birchwood agreement specifically noting that the covenant does not preclude other actions by the Crown in terms of greater protection under the Reserves or Conservation Acts or as an outcome of tenure review under the Land Act 1948.

Killermont

Matters of an editorial nature to note in this covenant are:

- 8.3 This clause is irrelevant.
- 12.2 This should be information obtained from the Department of Conservation.
- 13.1 Consultation with appropriate expertise should be obtained to complete this statement.
- 21.4 Other parties to consult with should include the Commissioner of Crown Lands.
- 23.2(ii) A fire plan is essential to the management of this area.

The covenant document as with others has a misconception of the definition of owner, this needs attended to. This document also requires an opportunity for the Commissioner to sign.

As with the Dunstan Downs covenant this document relates to an important ecological area. This document should also include opportunity for greater protection to be accorded under the Conservation or Reserves Acts and/or through tenure review under the Land Act 1948.



Conclusion

While it is pleasing to see covenants over some of these important areas, and it is hoped they will be successful it is important that other options are not precluded by the instigation of such covenants.

I would appreciate the opportunity to discuss these comments with the representatives of the Trust at an appropriate time.

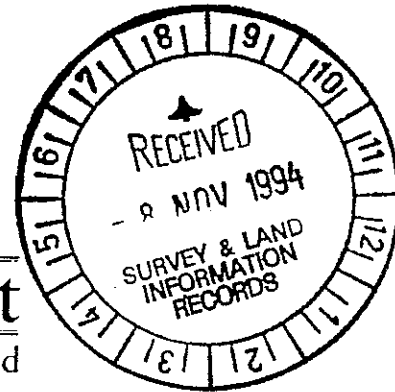
Yours faithfully

A handwritten signature in cursive script that reads "K R Taylor".

K R Taylor
Manager, Alexandra
LANDCORP PROPERTY LIMITED



Queen Elizabeth II
National Trust
For open space in New Zealand



7 November 1994

Nga Kairauhi Papa

Our Ref: 5/1/15

Commissioner of Crown Lands
Office of Crown Lands
P O Box 170
WELLINGTON

Dear Sir

OPEN SPACE COVENANTS AND CROWN PASTORAL LEASES

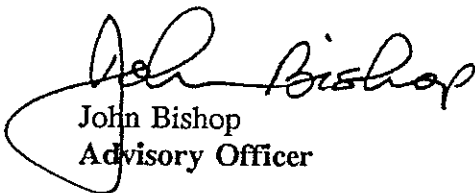
I refer to my letter of 29 August 1994.

The Trust is currently in negotiations with the lessees of the ~~Dunstan Downs~~ Dunstan Downs and Killermont Crown pastoral leases in respect to finalising draft management statements for proposed open space covenants over part of these properties. I forward herewith a copy of the preliminary draft of these statements for your information.

It is now proposed that public comment be invited on the draft management statements for covenants on Glentanner, Dunstan Downs, Dingleburn, Killermont and Quailburn at the end of November. The period available for comment will expire in early February 1995.

If you have any comment on any of these proposals at this stage, please advise.

Yours sincerely


John Bishop
Advisory Officer

Encl.

**DUNSTAN DOWNS
OPEN SPACE COVENANT
MANAGEMENT PLAN**

FILE 5/12/23

Draft NOVEMBER 1994

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PART A: INTRODUCTION

1. PREFACE

- 1.1 The Lindis Pass is a spectacular and very well known feature in the high country of the South Island of New Zealand. It is particularly memorable for the tussock grasslands which, in places, extend from roadside to the skyline. A significant part of the tussock grassland landscape on Dunstan Downs Station is protected under an open space covenant with the Queen Elizabeth the Second National Trust.

2. QUEEN ELIZABETH II NATIONAL TRUST

- 2.1 The National Trust was established in 1977 and is an independent statutory organisation with the responsibility to provide, enhance and protect open space for the benefit and enjoyment of the people of New Zealand.

- 2.2 Open space is defined in Section 2 of the Queen Elizabeth the Second National Trust Act 1977 as:

"any area of land or body of water that serves to preserve or to facilitate the preservation of any landscape of aesthetic, cultural, recreational, scenic, scientific, or social interest or value."

- 2.3 The principal means by which the National Trust achieves its statutory mandate is by assisting landholders to protect landscape features on their land through the use of voluntarily negotiated open space covenants. The Trust is empowered to enter into covenant arrangements involving both private and Crown leasehold land. The relevant provision in the National Trust Act is Section 22(1) which states:

"22. Open space covenants-(1) Where the Board is satisfied that any private land, or land held under Crown lease, ought to be established or maintained as open space, and that such purpose can be achieved without the Trust acquiring the ownership of the land or, as the case may be, the lessee's interest in the land, the Board may treat and agree with the owner or lessee of the land for the execution by the owner or lessee in favour of the Trust of an open space covenant on such terms and conditions as the Board and the owner or lessee may agree"

- 2.4 Where Crown leasehold land, such as Dunstan Downs, is involved Section 22 (3) states:

"(3) In the case of a Crown lease, the consent of the person or authority charged with the administration of the land shall be required to the execution of a covenant; and that person or authority may consent subject to the inclusion of any conditions in the open space covenant, and may agree to a reduction in rent if, having regard to the basis for fixing the rent, it appears fair and equitable to do so."

3. DUNSTAN DOWNS OPEN SPACE COVENANT

- 3.1 An open space covenant is a legal agreement between the National Trust and a landholder to protect an area of open space or a specific landscape feature. The covenant is a legal contract, registered in perpetuity against the title, committing the present and any future landholder to manage the area in a specified way, with the National Trust as permanent trustee.
- 3.2 The existence of an open space covenant covering part or all of a title does not eliminate opportunities for the negotiation of more specific protection of particular values or features such as by purchase for formal reserve purposes, or even more restrictive covenants. Likewise, the covenant agreement should not be regarded as the means to implement the responsibilities of the Canterbury Regional Council for the promotion of the sustainable management of the natural and physical resources of the region under the Resource Management Act 1991. The covenant can be but one contributing element to the broader responsibility.
- 3.3 In the case of Dunstan Downs Station, the covenant agreement covers some 440 hectares of the property.
- 3.4 It should be noted that day-to-day management of all National Trust covenants is the practical and financial responsibility of the covenantor. In this case, such responsibilities will rest with the landholders, R M Williamson and P J Milne, with oversight by the Trust. Depending on the outcome of monitoring as provided for in Section 23 of this management statement, management responsibility may need to be renegotiated between the landholder and the Trust.
- 3.5 As Dunstan Downs Station is a Crown pastoral lease, the consent of the Lessor (the Commissioner of Crown Lands) is required before the open space covenant is executed. In effect, this means the covenant, and its associated management statement, is a tripartite agreement between the landholder, the Crown (represented by the Commissioner of Crown Lands) and the National Trust.

- 3.6 The National Trust recognises there is considerable public interest in Crown pastoral leasehold land and the open space values potentially inherent therein. Therefore, the Trust formulated a draft policy with associated procedures for assessing covenant proposals on Crown pastoral leasehold land. The Dunstan Downs covenant proposal and this management statement have been processed in accordance with the draft policy and procedures.

4. ORIGIN OF COVENANT PROPOSAL

- 4.1 Interest in protecting the tussock grassland landscape on Dunstan Downs was expressed to the landholders by the National Trust in 1981. In 1984, the Protected Natural Area Programme survey of the Mackenzie Ecological Region was carried out and identified part of the property the subject of the covenant as meriting protection. The National Trust approved the offer of a covenant in August 1988 on the basis that a management statement would be prepared and be an integral part of the negotiated agreement. That proposal was for 200 hectares but in May 1994 the landholders indicated they wished to have the area protected extended to some 440 hectares.

5. COVENANT OBJECTIVES

- 5.1 The broad objectives of the covenant, in accordance with the First Schedule of the open space covenant agreement, are:
- a) To protect and maintain the open space values of the land
 - b) To protect a representative example of a tussock grassland ecosystem.
 - c) To protect the landscape values of the land, especially as seen from State Highway No. 8.
- 5.2 This management statement describes the natural resource values of the covenant area, identifies specific management issues and outlines policies agreed between the landholder and the National Trust for their future management. The management statement will be subject to review at periods no greater than five years.
- 5.3 The management statement is an integral component of the open space covenant agreement and, as such, amplifies the objectives incorporated in the covenant document. Like the covenant itself, the management statement is a tripartite agreement and accordingly any of the three parties involved, the landholder, the National Trust and/or the Commissioner of Crown Lands, may request a review of the whole or any specific part of it at any time.

PART B: DESCRIPTIVE

6. LOCATION

- 6.1 Dunstan Downs Station is located opposite the Ahuriri Valley turn off on State Highway 8, some 18km west of Omarama on the eastern side of the Lindis Pass.
- 6.2 The covenanted area is situated at the top of the Lindis Pass next to the Lindis Pass Scenic Reserve.

7. LEGAL DESCRIPTION

- 7.1 The legal description of the covenant area is:

Part Run 201A, Ahuriri, Hawkdun, Lindis, Longslip and St Bathans Survey Districts, being part of the land contained in Certificate of Title Volume 338 folio 47 (Otago Land Registry) and having an area of 440 hectares approximately.

8. TENURE

- 8.1 The land is Crown land leased by way of a pastoral lease of pastoral land issued under the Land Act 1948. The lease is held by Ron McPherson Williamson and Patricia Janet Milne, and was issued for a term of 33 years from 1 July 1951 with perpetual rights of renewal for further terms of 33 years duration.
- 8.2 Pastoral leases do not contain a right to acquire the fee simple (ie. to freehold). These leases have both a contractual and a statutory basis. A lease constitutes a contractual agreement between the Crown as lessor and the lessee. Pastoral lease contracts specify the Land Act 1948 as the "operative statutory authority" for defining lessor and lessee rights and privileges. The conditions of the lease are written into the Land Act 1948.
- 8.3 Pastoral leases are administered by Land Corporation Management Services Ltd (Landcorp) for the Commissioner of Crown Lands (the Lessor). X

- 8.4 The LSB High Country Policy notes that the purpose of pastoral leases - "is to give the runholder security of tenure; to encourage good husbandry on lands which have climatic and soil limitations; and to encourage the realisation of the grazing potential of the land. Pastoral leases give right of pasturage but no right to the soil, and they include conditions fixing the maximum numbers and classes of stock carried, restrictions on soil disturbance (eg tracking) and cultivation. These restrictions aim at maintaining the vegetative cover in a healthy and vigorous state. Leases are issued for terms of 33 years with rent reviewable every 11 years, and with perpetual rights of renewal on the same terms as the expiring lease but no right of freehold."

9. MACKENZIE ECOLOGICAL REGION

- 9.1 The covenanted portion of Dunstan Downs Station lies within the Ahuriri Ecological District of the Mackenzie Ecological Region. The 1984 report on the Protected Natural Area Programme survey of the Mackenzie Ecological Region notes that the Region covers approximately 500,000 ha of the central South Island of New Zealand. It consists of a large intermontane basin bounded by dissected block mountains, and glaciated alpine areas.
- 9.2 The climate in the Mackenzie Region, which has features of a sub-continental climate, in contrast with the temperate oceanic climate of New Zealand as a whole, varies markedly. The major influence on precipitation is the distance from the Main divide. Mean annual rainfalls vary from 500 mm in the semi-arid areas of the Benmore, Omarama, Pukaki and Grampian districts, to in excess of 5000 mm in the northwestern alpine zone of the Ahuriri and Ben Ohau Districts.
- 9.3 Within the Mackenzie Region, the relief ranges from fan, moraines and outwash terraces at about 500 metres, to glaciated mountains at more than 2000 metres on the north and west, and dissected block mountains of about 2000 metres on the south and east.

10. GEOLOGY

- 10.1 The geology of the locality of the covenant area features Triassic, moderately-indurated greywackes and argillites. Late Quarternary faulting is evident with water sculpture of lower slopes.

11. SOILS

- 11.1 The soils are predominantly Kaikoura steepland yellow-brown earths with low-fertility and acidic Alpine soils at higher altitudes.

12. VEGETATION AND FLORA

- 12.1 The covenant area contains a representative range of communities from valley floor to ridge top. Red tussock and scrub associations on the valley bottom grade into fescue tussock grasslands with these giving way to snow tussock and *Festuca matthewsii* communities at higher altitude.
- 12.2 (More detailed descriptive information is required - is Lindis Ecological District PNAP Report (RAP A2) relevant?)

13. FAUNA

- 13.1 Native birds currently noted in the area include rifleman, waxeye, brown creeper, fantail and tomtit. The introduced blackbird, starling, thrush, sparrow and magpie are also seen.
(This needs to be verified and amended.)
- 13.2 Rabbits remain a problem in the district, but are not having any noticeable detrimental impact on the covenant.

14. HUMAN IMPACT

- 14.1 The effect of human arrival in the South Island as a whole was dramatic. Although there is good evidence that natural fires swept through the forests of the eastern South Island before human settlement, the most intensive burning phase, which resulted in widespread forest destruction, coincided with the arrival of the Polynesians. Some of these fires may have been accidental, but it is also possible that they were used to clear bush around settlements and encourage the growth of bracken fern for its edible roots.
- 14.2 Moa-hunting brought Maori into the Mackenzie country, and even after the moa had been exterminated, the South Canterbury Maori continued the custom of migrating into the Mackenzie country for the summer to collect food.
- 14.3 European settlers started arriving in the Mackenzie basin in 1856, and most land had been taken up by 1861. The early run-holders slowly "improved" the land for sheep grazing by draining the swamps and firing the country. These activities destroyed food and shelter for large numbers of native birds, some of which are now almost extinct in the Mackenzie Country.

(How relevant is 14.1 to 14.3?)

15. PASTORAL FARMING PRACTICES

- 15.1 Under the terms of the pastoral lease, there is an obligation on the lessee that throughout the term of the lease the land will be farmed "diligently and in a husbandlike manner according to the rules of good husbandry without waste being committed". The land is also to be kept free from wild animals, rabbits, and other vermin, and the provisions of the Agricultural Pests Destruction Act 1967 and Biosecurity Act 1993 observed, and "all creeks, drains, ditches and watercourses upon the land" are to be kept open and clear from weeds.
- 15.2 In terms of the Land Act 1948, an overall stock limit (applied to numbers and classes of stock) is fixed at the granting of each pastoral lease. The stock limit is aimed at ensuring retention of adequate vegetative cover to safeguard the stability of the land and the minimising of erosion. Increases may be negotiated but the Lessor (Commissioner of Crown Lands) has no right to reduce the base limit. Personal stock limits may be granted specific to an individual lessee. A personal stock limit can be reviewed at any time, or in the event of deterioration in the vegetative cover of the land. When the pastoral lease was issued in 1951, the stock limitation for the property was 6215 sheep.
- 15.3 The pastoral lease was originally issued in the name of George Rhodes Innes but was transferred to R M Williamson, P J Milne and J W Rolleston in 1979. R M Williamson and P J Milne are the surviving named lessees although the property is, in fact, farmed as a family trust by Timothy and Geva Innes.
- 15.4 **(Outline of specific management practices followed to present for covenant area required, eg. stocking, fertiliser application, pest control, etc.)**

16. ADJOINING NATURAL FEATURES

- 16.1 At the time the Protected Natural Areas Programme survey of the Lindis Ecological District was undertaken in 1987, an area of 650 ha to the south-west of the covenant area was recommended for protection. That area is on an adjoining pastoral leasehold property.
- 16.2 The covenant area just borders to the south-west the Lindis Pass Scenic Reserve of 403 hectares which is the only existing protected natural area in the Lindis Ecological District. (Check that this is still the case.)
The PNAP survey report describes the scenic reserve as encompassing:

"the moderately steep hill slopes above Lindis Pass, and alluvial fan deposits in the adjacent valley floors.

Narrow-leaved snow tussockland dominates on hillslopes at higher altitudes, but many slopes, especially on sunny aspects, are depleted of snow tussock, leaving alpine fescue dominant. Silver tussock occupies alluvial surfaces at lower altitudes with occasional red tussocks along watercourses. A few small shrubland areas dominated by matagouri are present at the head of gullies at lower altitudes."

- X 16.3 Both the neighbouring scenic reserve and adjoining area recommended for protection appear to be under a very serious and rapid invasion of hieracium which is threatening the survival of the natural plant communities previously identified as having significant conservation values. This situation has increased the value of the tussock grasslands, the subject of this covenant.

PART C: MANAGEMENT ISSUES AND POLICIES

17. OPEN SPACE VALUES

- 17.1 The Dunstan Downs covenant in the Lindis Pass is a significant area of open space because it is:
- * An outstanding nationally important natural landscape feature
 - * One of the few remaining large areas of healthy tussock grassland in the locality
 - * A scientific and educational resource.
- 17.2 The National Trust believes the covenant area can be managed in a manner that will protect, maintain and enhance these open space values.
- 17.3 Policy - The covenant area will be managed to maintain its open space values.

18. LANDSCAPE

- 18.1 The landscape in the Lindis Pass is a nationally significant feature that has been shaped through the interaction of natural and human factors over time. In broad terms, the objectives of the covenant are intended to prevent adverse changes. It is acknowledged, however, that the dynamic processes of change will continue to influence the landscape and the ecology of the communities present and protected by the covenant.
- 18.2 Policy - In order to achieve protection of the landscape values, the National Trust will
- (i) monitor change resulting from natural processes and pastoral farming practices as they may impact on the covenant area;
 - (ii) ensure potential conflict between management practices and natural processes are assessed, and
 - (iii) require changed management strategies when and where necessary.

19. VEGETATION

- 19.1 The vegetation present represents a very important biological remnant, therefore all vegetation, except weeds and unwanted plants, will be protected and natural regeneration encouraged.
- 19.2 Management policies to be followed are:-
- a) There will be no clearing or burning.
 - b) There will be no planting of exotic trees or block forestry.
 - c) The present level of limited grazing by sheep is permitted but needs to be monitored. The stocking rates and time of grazing of the area will be at the rate that has sustained the area in its present condition. Grazing by cattle or increased numbers of sheep is not permitted.

(Need to mention fertiliser application.)

- 19.3 Policy -
- i) Protection of the natural character of the tussock grasslands will be a focus of management.
 - ii) Changes in management emphasis will occur if monitoring indicates it is necessary.

20. WEEDS

- 20.1 Unwanted exotic weeds, including Hieracium, are present in the covenant area and its immediate surrounds.
- 20.2 Biological methods of control will be favoured in preference to cutting, burning or spraying with chemicals, should weed control be necessary. (Relevance??)
- 20.3 Policy - All unwanted weeds will be controlled or eradicated where necessary and practical.

21. FENCING

- 21.1 The covenant area is fenced at present. Any new and replacement fencing will be undertaken having regard to the visual impact such work may have on the protected landscape.
- 21.2 Policy - Fencing of the covenant area will be undertaken in sympathy with the scenic value of the area.

22. FAUNA

- 22.1 Rabbits are present and are a potential threat to the vegetation.
- 22.2 Policy - Rabbit numbers and their effect on the vegetation will be monitored, and if necessary, control measures will be undertaken.

23. MONITORING AND RESEARCH

- 23.1 In order to ensure the objectives of the covenant are being achieved, it is desirable for the area to be monitored to confirm or otherwise the appropriateness of management policies provided for in this management statement.
- 23.2 The key participants in the covenant monitoring process will be the landowner and the National Trust.
- 23.3 Monitoring will commence as soon as practical after signing of the covenant agreement and then as required by the landowner and the Trust. It will involve whatever methods are appropriate, such as the establishment of transects and photo recording points.
- 23.4 The Trust will consult with other parties, such as the Department of Conservation and Landcare Research Limited, to seek input to the monitoring process by way of available resource information and/or specific expertise.
- 23.5 Policy - A monitoring process relating to the aims of the open space covenant will be established and implemented with monitoring being undertaken by the Trust in consultation with the landowner and other appropriate expertise.

24. ACCESS FOR RECREATIONAL USE

- 24.1 The covenant agreement provides in Clause 9 that subject to any conditions mutually agreed between the National Trust and the landowner, members of the public shall have access to the land with the prior permission of the landowner.
- 24.2 This provision is a standard condition in all National Trust covenants and reflects Section 33 of the Queen Elizabeth the Second National Trust Act 1977 which indicates that subject to conditions negotiated for a specific covenant "the public shall have freedom of entry and access to all Trust land and to all land subject to an open space covenant".
- 24.3 Public access to this protected area of special ecological value will be restricted to pedestrians only, as the vegetation is susceptible to damage from vehicles.

24.4 If adverse impacts due to public access become apparent as a result of monitoring of the covenant by the National Trust, then it may be necessary for the landowner after consultation with the Trust, to impose constraints to public access.

24.5 **Policy** - Access to the covenant area may be permitted, with the prior approval of the landowner.

25. FIRE

25.1 The natural, scenic and habitat value of the covenant area can be threatened by the risk of fire. Wild fires could cause substantial damage. Therefore every endeavour will be made to prevent fire damage to native vegetation by carefully monitoring the risk and, if necessary, imposing controls on access to ensure protection of the area during high risk periods.

25.2 **Policy** - (i) A strict fire ban will be enforced during dry periods and public access may be restricted during high risk periods.

(ii) A fire plan will be formulated in consultation with DOC and the district council to cover the control and suppression of any wild fire on the property. (will it?!)

APPENDIX I: LOCATION MAP

APPENDIX II: COVENANT PLAN

APPENDIX III: REFERENCES

Land Act 1948, Statutes of New Zealand, Government Printing Office

Land Settlement Board High Country Policy 1984, Department of Lands and Survey.

Mountain Land Landscape Policy Guidelines, Review 49, August 1992, New Zealand Mountain Lands Institute, Lincoln University.

Protected Natural Areas Programme, Survey Report of Mackenzie Ecological Region, 1984, Biological Resources Centre.

Protected Natural Areas Programme, Draft Survey Report of the Lindis, Pisa and Dunstan Ecological Districts, 1987, Department of Lands and Survey.

APPENDIX IV

No. 5/12/23

OPEN SPACE COVENANT

(Pursuant to Section 22 of the Queen Elizabeth the Second National Trust Act 1977)

WHEREAS RON McPHERSON WILLIAMSON of Omarama, Farmer AND PATRICIA JANET MILNE of Christchurch, Widow

(hereinafter called "the Covenantor") are registered as proprietors of an estate as set out in the Schedule of land hereto (hereinafter called "the land")

AND WHEREAS the **QUEEN ELIZABETH THE SECOND NATIONAL TRUST** established by the Queen Elizabeth the Second National Trust Act 1977 (hereinafter called "the Trust") is authorised by that Act to obtain open space covenants over any private land or any land under Crown Lease

AND WHEREAS the Covenantor has agreed to enter into an open space covenant with the Trust for the purpose set forth in the First Schedule hereto

NOW THEREFORE in consideration of the covenants and conditions hereinafter contained **THESE PRESENTS WITNESS** that in pursuance of the said agreement and by virtue of Section 22 of the Act the Covenantor and the Trust with the intent and so as to bind the land into whosoever hands the same may come **MUTUALLY COVENANT** at all times to observe and perform the respective duties and obligations imposed by the restrictions, stipulations and agreements contained in the Schedules hereto to the end and intent that the same shall bind the land in perpetuity or for the unexpired term thereof of the Covenantor's lease of the land and any renewal thereof as the case may be.

FIRST SCHEDULE

The Purpose of the within written open space covenant is to achieve the following open space objectives of the Covenantor and the Trust:

- a) To protect and maintain the open space values of the land.
- b) To protect a representative example of a tussock grassland ecosystem.
- c) To protect the landscape values of the land, especially as seen from State Highway No. 8.

SECOND SCHEDULE

Interpretations, restrictions, stipulations and agreements

1. In the Deed unless the context otherwise requires:-
 - "Act" means the Queen Elizabeth the Second National Trust Act 1977.
 - "Board" means the Board of Directors of the Queen Elizabeth the Second National Trust.
 - "Covenantor" means the "Owner" who entered into this covenant with the Trust.
 - "Trust Manager" means the person appointed under Section 18(1)(a) of the Act.
 - "Owner" means the person or persons who from time to time are registered as the proprietor(s) of "the land".
 - "the land" means the property or part thereof defined as subject to this covenant and as shown on the plan annexed to this Deed.
2. No act or thing shall be done or placed or permitted to be done or remain upon the land which in the opinion of the Board materially alters the actual appearance or condition of the land or is prejudicial to the land as an area of open space as defined in the Act.

In particular, on and in respect of the land, except with the prior written consent of the Board, or as outlined in the Third Schedule, or in accordance with the approved management statement associated with this Deed the Owner shall not:

 - (a) Fell, remove, burn or take any native trees, shrubs or plants of any kind.
 - (b) Plant, sow or scatter any trees, shrubs or plants or the seed of any trees, shrubs or plants other than local native flora, or introduce any substance injurious to plant life except in the control of noxious plants.
 - (c) Mark, paint, deface, blast, move or remove any rock or stone or in any way disturb the ground.
 - (d) Construct, erect or allow to be erected, any new buildings or make exterior alterations to existing buildings.
 - (e) Erect, display or permit to be erected or displayed, any sign, notice, hoarding or advertising matter of any kind.
 - (f) Carry out any exploration for, or mining or quarrying of any minerals, petroleum, or other substance or deposit.
 - (g) Dump, pile or otherwise store any rubbish or other materials, except in the course of maintenance or approved construction, provided however that after the completion of any such work all rubbish and materials not wanted for the time being are removed and the land left in a clean and tidy condition.
 - (h) Effect a subdivision as defined in the Resource Management Act 1991.
 - (i) Allow cattle, sheep, horses, or other livestock to enter, graze, feed or otherwise be present provided, however, that they may graze up to any approved fenceline on the perimeter of land.
3. In considering any request by the Owner for an approval in terms of Clause 2 hereof, the Board will not unreasonably withhold its consent if it is satisfied that the proposed work is in accordance with the aim and purpose of the covenant as contained in the First Schedule.

4. Except with the prior written consent of the Board, no action shall be taken or thing done, either on the land or elsewhere, which will in any way cause deterioration in the natural flow, supply, quantity, or quality of any river, stream, lake, pond, marsh, or any other water resource affecting the land.
5. The Owner shall notify the Trust of any advice received from any power authority, mining company, or other body or person of the intention to erect utility transmission lines or carry out any mining or quarrying on the land and shall not signify any concurrence in relation to the proposed work without the written permission of the Board.
6. (i) The Owner shall continue to comply with the provisions of the Agricultural Pest Destruction Act 1967 and the Biosecurity Act 1993 and all amendments thereto provided, however, that the Owner may request assistance from the Trust in carrying out the aforementioned responsibility.
6. (ii) That in keeping with the aims and purposes of this covenant the Owner shall continue to comply with the Wild Animal Control Act 1977 and shall take reasonable measures for the control of wild animals as defined in the Act.
7. The Owner shall keep all fences and gates on the boundary of the land in good order and condition and will accept responsibility for all minor repairs. Except as provided for in Clause 8 herein or in the Third Schedule hereto rebuilding or replacement of all such fences and gates will be the responsibility of the Owner.
8. The Trust shall repair and replace to its former condition any fence, gate or other improvement on the land which may have been damaged in the course of the Trust exercising any of the rights conferred by the covenant.
9. Subject to any conditions mutually agreed between the Trust and the Owner, members of the public shall have access to the land with the prior permission of the Owner.
10. The Owner may approve the use of firearms and traps by any person or persons for the eradication of noxious animals on the land.
11. The Trust, through its officers, agents or servants, may at all times enter upon the land for the purpose of viewing the state and condition thereof. In exercising this right, any officer, agent or servant of the Trust will notify the Owner in advance.
12. Any consent, approval, authorisation or notice to be given by the Trust shall be sufficient if given in writing signed by the Trust Manager and delivered or sent by ordinary post to the last known residential or official address of the Owner or to the solicitor acting on behalf of the Owner.
13. The Owner or the Trust may at any time during the term of this covenant, by mutual agreement, carry out any works, improvements or take any action either jointly or individually or vary the terms of this covenant to ensure the more appropriate preservation of the land as an open space in terms of the Act provided, however, such agreement is not contrary to the aim and purpose of this covenant.
14. The Trust may revoke this covenant if all the members of the Board are satisfied that by reason of any change in the character of the land or of any other circumstances which the Board may deem sufficiently material, this covenant ought to be deemed obsolete, or that the continued existence thereof would impede the reasonable use of the land without securing any practical benefit consistent with the purpose of the Act.
15. Nothing in these presents hereinbefore contained shall be deemed to render the Covenantor personally liable for any breach of these covenants and conditions committed after the Covenantor shall have ceased to be the Owner.

16. The Owner shall notify the Trust of any change of ownership or control of all or any part of the land, and shall supply the Trust with the name and address of the new owner or lessee.
17. If at any time prior to registration hereof by the District Land Registrar the Owner desires to sell or otherwise dispose of all or any part of the land such sale or disposition shall be made expressly subject to the restrictions, stipulations and agreements contained in the Second Schedule hereto.

THIRD SCHEDULE

- a) To assist in achieving the aims and objectives of the covenant, a management statement will be prepared by the Owner and the Trust and reviewed from time to time, with a copy of that statement being held at the offices of the Trust.
- b) The management statement associated with this Deed shall be approved by the Board following receipt of agreement to it from the Owner and the Commissioner of Crown Lands.
- c) In preparing and reviewing the management statement, the Trust shall invite comment on a draft statement from the public and interested organisations, but will not be obliged to take account of any or all comments received.
- d) The Trust may and wherever practical provide the Owner from time to time, and at any time upon request by the Owner, such technical advice or assistance as may be necessary or desirable to assist in meeting the objectives set out in this Deed.
- e) If any question arises in the management of the land that is not clearly covered in the objectives or conditions of this Deed, then that question shall be resolved by the Trust after consultation with the Owner and if necessary the Commissioner of Crown Lands.
- f) The parties hereto expressly acknowledge that the aims and objectives of this open space covenant are to retain and protect the present natural character of the land with particular regard to the natural functioning of its ecosystem and maintaining landscape values of the land, and to this end it is hereby agreed, declared and recorded that
 - (i) the Owner agrees to graze the land to the best of its ability in a manner consistent with the aims and objectives of this covenant, and
 - (ii) the land has presently been topdressed and the said land constitutes important grazing and is integral to the successful management of Dunstan Downs Station, and therefore it may, from time to time, be necessary to topdress the land as agreed between the Owner and the Trust in order to maintain the health of the tussock grassland cover.

SCHEDULE OF LAND

Land Registry: OTAGO
Estate: Pastoral Lease of Pastoral Land under the Land Act 1948

Area: 440 hectares

Lot & D.P. No. Part Run 201A, Longslip, Ahuriri, Hawkdun, St Bathans
(other legal description) and Lindis Survey Districts

Certificate(s) of Title: 338/47

IN WITNESS WHEREOF this memorandum has been executed
this day of 19

Signed by
RON MCPHERSON WILLIAMSON
and
PATRICIA JANET MILNE
in the presence of:

Witness

Occupation

Address

THE COMMON SEAL of the QUEEN
ELIZABETH THE SECOND NATIONAL
TRUST was hereto affixed in the
presence of:

Chairman

Director

Trust Manager

OPEN SPACE COVENANT

Pursuant to Section 22 of
the Queen Elizabeth the
Second National Trust
Act 1977.

Correct for the
purposes of the Land
Transfer Act.

RON McPHERSON WILLIAMSON
PATRICIA JANET MILNE

Covenantor

Trust Manager
being a person authorised
by the Trust to certify on
its behalf.

AND

THE QUEEN ELIZABETH THE
SECOND NATIONAL TRUST

APPENDIX 7

(1) *AB* ^{22.1.83} Draughtsman G.O. Job No. **1751** File P 19 folio S 68
 (2) General Draughting Date Required
 (3) L.A. Section

REQUEST FOR WORK BY GENERAL DRAUGHTING

Explanation of Request: (Background, what action is proposed, how is draughting work to be used & by whom)

Pastoral Lease is to be renewed.

(Relevant Necessary Information)

File P 19 folio S 68
 File folio S 62

Description of property and area

Run 201 A Longship, Ahuriri, Hawkdun, St Bathans and
 Lindis Survey Districts. 12,351.0058 ha.

Please supply item indicated below (Show no. copies required)

- | | | | |
|-------------------------------------|---|-------------------------------------|--|
| <input type="checkbox"/> | Diagram for | <input type="checkbox"/> | Locality maps |
| <input checked="" type="checkbox"/> | Verified/draft description <u>2</u> aka | <input type="checkbox"/> | Illustrative maps |
| <input type="checkbox"/> | Certified descriptions | <input type="checkbox"/> | Compile plan |
| <input type="checkbox"/> | Certified plans | <input type="checkbox"/> | Colour prints |
| <input type="checkbox"/> | Cadastral plan(s) with legend | <input type="checkbox"/> | Enlarged copy of aerial photo(s) |
| <input type="checkbox"/> | Calculate area(s) | <input checked="" type="checkbox"/> | Investigate survey requirements
(see below) |
| <input type="checkbox"/> | Other | | |

Signed *[Signature]* Section L.A. Date 25/1/83

General Draughting Use:

Performed by Cost Category
 Type Category
 Time taken

Instructions to Draughtsman

DESCRIPTION: Run 201A situated in Block XVI
 Longship S.D., Block VI Ahuriri S.D., Blocks III, IV, VIII, XII & XVI Lindis S.D.,
 Hawkdun S.D. and Block XVI St Bathans S.D.

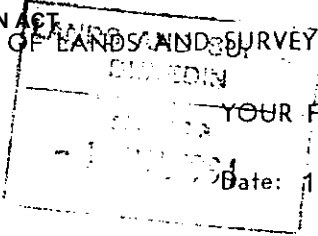
AREA: 12351.0058 ha.

Survey/Compiled plan required. Yes/No Yes
 Estimate Cost SC 1387.88.54 adequate for 5 40B, 440A SC 1387.88.58
 Investigate the following restored 5 40C, 440C 1388.6
 (a) Easements and Water Races (b) Roads (Taking, closing, resuming)
 (c) Sec 50 strip (d) Crown land occupied without authority may be open to
 (e) Amalgamations (f) Any other adjustments

to incorporate Sec 16 & 17 Ahuriri S.D. and
Sec 2 & 3 Block XVI Longship S.D. into this lease.
These areas are camping + gravel reserves (map)
respectively and may be occupied in conjunction
with this lease.

Sec/Div. Draughtsman *[Signature]*
 Date 17/2/83

APPENDIX 8



OUR FILE: P 19

YOUR FILE: P 19

From A/DFO Alexandra

Date: 13 June 1984

To CCL Dunedin

Ref.: Ours/Yours of

Person to consult: V Riepen

SUBJECT: DUNSTAN DOWNS STATION - RENEWAL OF PASTORAL LEASE:

On Thursday 12 April 1984, Dunstan Downs Station was inspected by the lessee, G R Innes, his son, T Innes, S R Ranger David; A/DFO Allen and myself.

Land Held in Lease:

Survey Description: Run 201A Longslip, Ahuriri, Hawkdun, St Bathans and Lindis SD's
Area: 12351.005 ha.

Location:

On SH8 20km. west of Omarama

Particulars of Lease:

Term: Pastoral Lease
Term: 33 years
Expires: 1 7 84
Annual Rental \$530
Base Limit: 5650 sheep (incl. 2200 ewes plus 10%) as at 23 4 52

Subsequent and Present: Stock Limit:

23 3 68	5650	sheep	(incl. 2200 br ewes	160	cattle	incl. 120	br. cows
21 11 69	5650	"	"	200	"	100	"
1 10 73	5650	"	2200	250	"	240	"
9 8 79	6215	"	2530	275	"	264	"

Crown Improvements: Nil

Other Land Held: Unknown to this office-presumed not to hold any other land.

GENERAL DESCRIPTION:

Aspect: Predominantly west and NW
 Contour: Easy hill country at front of Run around homestead and along boundary of SH8 (2000 ha.approx). Remainder steep hill country falling to easy hill at rear, 10,000 ha. approx.)
 Altitude: 625m. asl. at homestead to 2133m. asl. along the top ridge of the St Bathans Range which is the rear eastern boundary of the Run. Approximately 2000 ha.(16%) of the property is below 915m. asl (3000ft.)
 Balance Summer/Winter Country: Only a fair balance of winter to summer country. There is access difficulty to the Dunstan Block (rear of Run) during winter.
 Snow Risk: Fair. Boundary is on top of Wether and St Bathans Ranges and there are no basins for stock to become trapped in. Snow will be on the higher areas for approx, 4 months of the year. Gully between Dunstan and Wether Range presents the most danger from snow.
 Rainfall: 600-900mm. p a on lower country near the homestead with 1000mm.plus on the remaining 80% of the property. Relatively high annual rainfall is due to the westerly location in the Waitaki catchment coupled with a relatively high mean altitude of the property.
 Area Ploughable: Estimate 130 ha. (1% of Run).
 Water: Natural water courses only.
 Shelter: Few trees around homestead and house paddocks. Remainder of Run by aspect.
 Reversion: Spread of sweetbriar and matagouri into gullies is becoming an increasing problem and requires immediate attention.
 Erosion: Slight sheet and wind erosion is generally confined to dark faces and deeper more fertile fan and colluvial soils. Most vegetated hill and steep land soils are at least moderately eroded with a progression to severe and extreme erosion with

Handwritten note: This comment on file 607

Copy to C.P.L.O. Please

Handwritten notes and signatures: Values for... 90675D-50,000/11/82MK

increasing altitude and exposure. Soil cover on the western faces of the Wether and St Bathans Ranges has been modified by fire and grazing to the extent where the inter-tussock species are comparatively weak.

Soils: The parent material of the soils on this property is almost wholly low to medium grade schist. A small proportion of the northern end of the property is however comprised of greywacke basement rock. A predominant N/S faulting line through the property has formed a characteristic landform. The faulting action coupled with the low to medium grade schist has resulted in relatively stable scree slopes of large angular material at higher altitudes. At lower altitude where soil development under low mean temperature and generally adequate soil moisture has resulted in the formation of mainly High Country yellow brown earths.

Tuapeka Soils (500 ha.) Soils with 15-20cm. of topsoil, medium to low natural fertility that have a moderate response to superphosphate with a potential to carry 10-12 ewes/ha. Adequate moisture status.

Big Ben Hill and Steepland soils: (2500 ha.) A dry mountain soil with 15cm. approx. of topsoil cover. Response to super is good however is vulnerable to severe wind, sheet scree and gully erosion and frost action where bare from vegetation.

Nevis Soils: (1000 ha.) Terrace and fan soils with shallow topsoils and low nutrient status these soils have a low carrying capacity estimated to be 0.4 su/ha.

Teviot Soils: (200 ha.) 10 to 15cm. of topsoil of low natural nutrient status. These soils respond well to superphosphate but do have a low carrying capacity (0.2 - 0.10 su/ha).

Carrick Soils: (2150 ha.) These are rolling to steep hill soils with up to 10cm. of topsoil of low natural fertility, are extremely vulnerable to erosion if cover is depleted and thus have a limited stock carrying capacity.

Obelisk (450 ha.) Very cold hill country soil of very low natural fertility, shallow soil profile and has potential for summer grazing only.

Dunstan Soils: (4000 ha.) These soils are on steep to very steep land, have up to 10cm. of topsoil of low to very low natural fertility. They are also extremely vulnerable to wind and sheet erosion if cover is depleted and severe frost action. These soils have a limited stock carrying capacity.

Matukituki Soils (800 ha.) This is a recent soil on flood plains and gently sloping fans. The natural fertility status of these soils are medium and have a reasonable response to Super thus have a carrying capacity of 2 to 3 su/ha.

Alpine Steepland Soils (400 ha.) Stable large angular schist material with scattered vegetation only. These areas have a nil stock carrying capacity.

Spylaw Soils: (600 ha.) These are Steepland soils of relatively high nutrient status. However, due to moisture deficiencies and weak vegetation cover these soils are susceptible to sheet and gully erosion especially if overgrazed. The estimated carrying capacity of these soils is 0.5 su/ha.

Land Use Capability: (Waitaki Catchment Board)

Class III	-	83 ha.	0.6%
Class IV	-	47 ha.	0.4%
Class VI		2653 ha.	22%
Class VII		5950 ha.	48%
Class VIII		3618 ha.	29%
		<u>12351 ha.</u>	<u>100%</u>

Cover: The cover at inspection date on the lower areas of the Run was fair with a combination of short and taller tussock associations in a healthy state of growth. The areas of oversowing on the lower hills showed reasonable clover development. On the higher native hill country (i.e. above 3500 ft) the predominant cover is snow tussock. The inter-tussock species are weak especially on the sunny faces. On the rolling ridgetops, however, blue tussocks are growing between the snow tussock providing reasonable grazing. Much of the high altitude ridgetops of the Wether and St Bathans ranges is of course angular schist material which supports short hardy scrubby alpine species only.

Noxious Plants and Pests: Sweetbriar and matagouri is present in most gullies and on shingle fans. In some areas the infestation of these plants is becoming dense. Rabbits are present on the property. It is difficult, however to estimate how much a threat they impose as the lessee is non-committal on the level of infestation, although is concerned. Hieracium is also present and a problem.

Average Production: Wool 3.5 kg/head
Lambing 80%
Calving 80%
Performance - fair

Valuation as at 29 March 1983

Value of Improvements
L E I

Total

\$
\$
\$

Value per hectare

Roll Valuation as at 1 10 80

Value of Improvements
L E I

Capital Value

\$
\$

FIELD REPORT:

Field Officers Comments: During the term of the previous lease the lessee, George Innes, has demonstrated conservative management of his Run. The Run is subdivided into 8 main blocks with little subdivisational fencing between high altitude ridgetops and lower terraces and fans. Stock management is restricted to a set stocking regime. Stock performance is fair only with 3.4 - 3.5 kg. wool/head and 80% lambing. There is plenty of room for improved stock performance by improving stock management and development of the Run. Research on the Alexandra file shows development over the last term of the lease has included the following:

Boundary fences with "Shirlmar" station have been cattleproofed (1960). Aerial oversowing has been carried out on the lower parts of the McLeays Block and over the north and south Knob Blocks, which were capital topdressed in 1960. An access track - 12 km. - into Dunstan Creek and an airstrip was constructed in 1963. A run plan programme was formulated in 1964 which resulted in 6.6 km. of fencing thus now providing 8 main blocks on the Run. 890 ha. of AOSTD was carried out on the north and south knobs and the lower parts of McLeay's fans and Middle McLeay's in 1978. At this stage the run plan agreement broke down and no further work was carried out. The proposed retirement of upper McLeays, which was part of the run plan agreement, has never been implemented and still remains a contentious issue. During the summers of 1982 and 1983 North Knobs and South Knobs respectively were topdressed with Super at a rate of 120 kg/ha. No annual topdressing programme is practiced. Considerable potential still remains for development by way of fencing, topdressing and oversowing, especially in the Dunstan Creek area of the Run. Recent questionable management practices, e.g. burning, have left considerable areas of tussock country with little cover.

There seems to be little effort exercised in controlling the spread of sweetbriar and matagouri which is presently seriously restricting stock movement and limiting available grazing to a lesser extent. A small number of deer are being carried on 3.6 ha. of the property. Numbers fluctuate constantly as Tim Innes is in the deer recovery business and is unable to estimate any specific numbers that will be carried.

RANGER'S COMMENTS:

The main concern is the visual aspect of the Lindis Valley. The lessee, in discussion with A/DFO Allen; Reserves Ranger David and myself, also appreciates this concern and therefore assures the department that he will not alter the landscape without requesting permission. An existing stand of totara trees on the eastern side of SH8 was agreed to be left in its existing state by the lessees. This department should inform the lessees that we wish these areas of the property to remain as they are unless written permission is given for specific works applied for.

Lessees Comments or reactions: The lessee is happy to accept the rangers comments and considers it wise. However in the past the lessees have shown an inclination to control cover by burning and therefore our specific restrictions as indicated by the Senior Ranger should be given in writing to the lessee on renewal of the lease.

Possible Variation:

- (a) Classification: The property as a whole is unsuitable for reclassification. Certain areas may be reclassifiable under the revised policy - further investigation would be required.
- (b) Variations to Basic Stock Limitation: Not considered appropriate.

BOUNDARY ADJUSTMENTS:

- (a) Run Plan: The original run plan required retirement from the lease. Realising that the run plan has not been completed and seems unlikely to be completed, any boundary adjustments for this reason also seems unlikely. However, retirement on the Class VIII land above McLeays Block remains a contentious issue and further discussion involving the Lands & Survey Department; the W C C and the lessee is desirable.

APPENDIX I: LOCATION MAP
