

Crown Pastoral Land Tenure Review

Lease name : GLYNN WYE

Lease number : PC 024

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.

December

Not d d matter

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DUE DILIGENCE REPORT CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

File Ref:CON/50231/09/12745/A-ZNO-01	Report No: QVV 18	Report Date: 10/10/00

Office of Agent: CHRISTCHURCH LINZ Case No: Date sent to LINZ: 20/10/00

RECOMMENDATIONS

- 1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard:
- 2. That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions which require action by the Manager Crown Property Contracts
 - Wide spread Broom and Gorse invasion on the "Somerdale" block in breach of the lease document
 - Investigation of whether a 4 wheel drive track was put in from The Poplars Station to Glynn Wye in the Hope River area and if so were easements created.
 - Investigation of whether the proposal to reclassify 150 acres and dispose of as freehold tenure for use as a part of a deer farm was finalised or was not proceeded with
 - Land Improvement Agreement has not been discharged
 - Investigation of whether the Land Settlement Board proposal in 1969 to surrender various areas from the lease, was carried through or was not proceeded with.
 - Investigation of whether approval was granted to the lessees proposal for planting forest plantation on the Somerdale block, or was declined.
 - Investigate whether a radio transmitter was erected by DoC and easements drawn up, or was this not proceeded with.

Signed for QV Valuations

Team Leader for Tenure Review

20/ 10/ 2000

Approved/Declined (pursuant to a delegation from the Commissioner of Crown Lands) by:

Name: Date of decision: / /

1. Details of lease:

Lease Name:	Glynn Wye
Location:	Lewis Pass Road, 32kms west of Hamner Springs, 150kms from Christchurch
Lessee:	Glynn Wye Station (1989) Ltd
Tenure:	Pastoral Lease
Term:	33 years from 1/07/1984
Annual Rent:	\$6,300 plus GST (from 1 July 1995)
Rental Value:	\$280,000
Date of Next Review:	1 July 2006
Land Registry Folio Re	ef: CL529/26 Search Copy of Lease dated 11 October 2000 appended as Appendix 1
Legal Description:	Runs 236 'Somerdale' and 255 'Glynn Wye' situated in Lake Sumner, Mandamus, Marion, Mytholm, Skiddaw and Tekoa Survey Districts
Area:	20830.5473 hectares

2. File Search

Files held by LINZ: *

File Reference	e Volu	ne	First Folio Date	Last Folio	Date
		Numbe	r	Number	
P24	II	229	20/10/33	204	6/12/51
P24	II	205	10/01/52	371	31/07/74
P24	IV	369	16/05/73	452	06/12/82
P24	V	453	27/02/74	543	28/06/90
P24	VI	-	March 1991	-	June 2000

* QV Valuations holds Tenure Review files only

Other relevant files held by File Reference Volume	y LINZ: First Folio Number	Date	Last Folio Number	Date
CPL/04/10/12745-ZCH CPR/01/01/20/66-ZNO	-	01/03/1997 05/05/1999	-	

The records have been searched and appear to be complete. The following significant entries are noted.

The file entries are dominated in the 1930s by correspondence between the lessee, the Commissioner of Crown Lands and the Bank of New Zealand regarding financial difficulties being experienced and applications for reduction and remissions in rental.

The transfers of ownership have been Houghton to Duncan Edward Burbury and thence from DE Burbury to PR Burbury with a further inter family sale in 1946 to EPH Burbury (father of PI Burbury). In 1973 the property was sold from the Burbury Estate to CL Cox as agent for Glynn Wye Station Limited. There have been subsequent changes in shareholdings with Mr Cox and family interests retaining the station to the present day.

The property has been subject to pastoral leases since at least 1912 with the Somerdale and Skiddaw runs (later known as Glynn Wye) being initially separate properties but later run together. The leases were amalgamated from 1951 with the right of renewal exercise in 1984 for a further 33 years.

In March 1955, a Mr MacKersey consulting engineer sought details about a small lake on Glynn Wye Station with a view of installing a small hydroelectric power station. On 13 August 1958, a gazette notice authorising EPH Burbury to use water for the generation of electricity was granted. This was a repeat of a gazette notice issued on 16 February 1938. The Gazette notices referred to Section 5 Block VIII Skiddaw Survey District, is on the freehold section of Glynn Wye Station and is outside the scope of this due diligence report. There have been no further entries on the file regarding the installation of the power station and it appears that no such installation exists today (folio 217 30 March 1955). This is noted for the record only.

On 8 August 1947 correspondence was entered into between the Commissioner of Crown Lands and the Under Secretary of Lands regarding the proposition to run the Somerdale and Skiddaw being a total of 51 794 acres as one unit along with the 11 809 acres of freehold. The renewal of the lease in 1951 was for a combined area of 51786 acres.

From the early 1950s there have been a series of file notes regarding the possible exclusion from the lease of land that should be retired from farming purposes however there has been no formal changes to the total area of the lease.

In 1959 there is note of a proposal a Land Rover track from the Poplars Station to Glynn Wye to allow access for noxious animal control staff employed by the New Zealand Forest Service. It is noted that the first two and a half miles is not on legal road but the track up to the Hope River is on legal road. There is no further correspondence regarding this proposal and it is unknown if the access track was put in. (folio 229 6 October 1959)

From 1960 there is considerable correspondence regarding the worsening broom and gorse problem on the Somerdale country. The issues include who was responsible for funding broom control since the Somerdale block was destocked. Some finality in respect of responsibility for broom control is stated in a letter on 4 August 1995 to the noxious plant officer, Canterbury Regional Council advising the Crown would not undertake broom control on the Glynn Wye pastoral lease with this being the lessee's responsibility under the terms of the lease.

A run plan was prepared by the Department of Agriculture in 1965 with the aim of retiring the Somerdale block from sheep grazing and provide improved grazing on the flats and lower slopes of the station. The administration of the run plans were transferred to the North Canterbury Catchment Board with the land improvement agreement registered in August 1973 and subsequently reviewed.

In July 1969 there was an application for the estate of EPH Burbury, and TJ Edmonds Ltd for a permit to establish a deer farm on 201 acres of pastoral lease and adjoining 439 acres of freehold known as Manuka Flat. The minutes of the Land Settlement Board Meeting record that the board resolved to approve the acceptance of the surrender of the 201 acres approximately from P24, reclassifying of 201 acres as farm land in terms of Section 51 of the Land Act and approval for the disposal of the 201 acres to the estate of EPH Burbury as freehold tenure subject to the price being determined following valuation (folio 307 14 August 1969). The proposal was later changed to include 150 acres. By the absence of further file notes it appears that the proposal did not proceed and the deer farm appears to be located entirely on the original freehold lands.

Further correspondence regarding the land improvement agreement, dated 24/08/72 noting the approval by the North Canterbury Catchment Board for the expenditure of top dressing of 1100 acres. A summary of proposals for Glynn Wye Station and Soil Conservation Plan 141 noted that the aim was to withdraw all sheep grazing from the Somerdale Block and retain only cattle grazing on this land. The summary of the proposals notes that as 11 July 1974 all sheep have been removed from east of the Gorge Stream and cattle to be grazed in the Glencoe River Valley and on the Waiau faces along the Lewis Pass Road.

There was a change in area for Run 236, Somerdale from 7183.1701 hectares to the new area of 7310 hectares (SO 13287). This has been carried through to the amendments to the certificate of title.

On 21 April 1980 the Rural Banking and Finance Corporation offered Glynn Wye Station Limited a land development encouragement loan of \$76700 for 15 years. There is no note indicating whether the development work was finished

There had been a series of letters proposing the establishment of exotic plantations but this appears too not been carried through.

In a 4 October 1983 letter the New Zealand Forest Service wrote regarding the possibility of a purchase of part of Glynn Wye for addition to the Lake Summer Forest Park. Further correspondence was entered into noting that land could only be added to the Forest Park if the advised Land Settlement Board policy took effect. No land has been taken from the Glynn Wye lease to be added to the Forest Park with this confirmed in letter on 19 December 1983 where the New Zealand Forest Service was advised that the lease was renewed for a further term of 33 years without any adjustment to areas or boundaries.

Further consideration was given to negotiations regarding the surrender of further lands from the lease. A file note dated 8 March 1985 states that post renewal negotiations be undertaken regarding the surrender of 4630 hectares from Part Run 255, the surrender of 6815 hectares from Part Run 236 and the surrender of 642 hectares being the reverse catchment area of the Organ Range and the incorporation of this into the Upper Pahau Crown Land management area. In a letter dated 5 July 1985, the lessee was notified of the renewal of the pastoral lease being 20830.5 hectares and then goes on to discuss the possible surrender of various areas (folio 496 5 July 1985). Subsequent correspondence notes that the lease area remains unaltered to the present day.

On 2 October 1989 the memorandum of renewal for a period of 33 years from 1 July 1984, was signed

In October 1989 advice was given to Saunders and Co, solicitors for the lessees that the transfer to Glynn Wye Station (1989) Limited had been approved subject to Mr CL Cox remaining as the manager and then went onto note that the stock limitation was personal to him, stock limit would remain at 9900 sheep and 150 cattle and that the lessees notes all relevant Land Settlement Board policies.

Further discussions were held regarding the Soil and Water Conservation Plan No. 141. In a letter dated 5 June 1991, the Canterbury Regional Council outlined discussions held between the Council, a representative of Land Corp, and the lessees. The letter outlined the favoured options the lessees were seeking direction and guidance on, mainly the feasibility of the development of some of the freehold area on the front Somerdale country to improve pasture and the reintroduction of sheep onto this area and secondly, the potential use of the lower slopes below 2500 feet on the back Somerdale leasehold area for production forestry. The letter then goes onto outline the implications of the current land improvement agreement including a new fence to be erected separating Class VI land from the eroded Class VII and VIII upper slopes, a development plan for the area and a fire plan for burning in this area.

In respect of the production forestry proposal the Council had indicated that it would be unlikely to object to tree planting on this land provided that safeguards were entered into. There does not appear to be a note on the file where the Commissioner

of Crown Lands has authorised the planting of exotic forestry plantations on this lease.

The rental review report was prepared in 1994 with the lessee agreeing to the revised rental (folio 274 15 December 1994)

In January 1996 the Department of Conservation sought approval to install a permanent radio transmitter. In a return letter Knight Frank advised that the appropriate mechanism would be to go through the normal procedure for granting easements for telecommunication purposes and that DoC should reach agreement with the lessee regarding compensation. In a subsequent file note the lessee advised that he did not wish DoC to have an easement on this site.

The balance of the file notes on File P24/Vol VI are routine matters including applications for burning consents, payment of accounts, notes regarding the tenure review process and some administrative matters.

File CPL/04/10/12745-ZCH has nothing of application for this due diligence report.

File CPL/01/01/20/66-ZNO has copies of the run plan dated 1967 and the signed agreement in September 1973, other papers include review of lease letters dated 1983, 1985 and acceptance in November 1985. There are no other papers of additional significance for this due diligence report.

3. Summary of lease document:

Terms of lease

The legal description, area, commencement date of the pastoral lease on Crown Files are in agreement with the instrument of title (CL529/26 Canterbury Registry).

Commencement Date

The lease was issued 1 July 1951 under the Land Act 1948 and with variation to the lease an extension of the term for 33 years commenced 1 July 1984.

Stock Limit

9900 sheep and 150 cattle

The following non-standard condition is contained in CL 529/26

That the lessee shall exercise due care in stocking the said land and shall not overstock

Apart from mortgage registrations and changes in ownership transfers, the significant entries are:

916549 Certificate of Alteration varying the term of the lease to permit the transfer, sublet, or otherwise dispose of the interest of the lessee to a Company incorporated under the Companies Act 1955 subject to three provisions.

923316 Land Improvement agreement pursuant to Section 30 (3) Soil Conservation and River Controls Act 1941.

Lien 278550/1 Lien under the Wages Protection and Contractors Liens Act 1939 by Barry Alexander William Lee Noble. This was entered on 12 June 1980 and discharged 29 July 1980.

854684/3 Variation of the within lease an extension of the term of 33 years commencing 1 July 1984.

Area adjustments

1975 Area adjusted pursuant to a redefinition of the boundaries. Area now 20 830.5473 hectares.

Registered interests

Current mortages:

14 October 1980	Mortgage 296220/1 to Rural Banking and Finance Corporation with variations registered on 14 December 1981, 27 April 1982, and 7 June 1984.
14 December 1981	Mortgage 360246/1 to the Rural Banking and Finance Corporation with variation registered on 5 August 1982
7 February 1990	Mortgage 854684/6 to ANZ Banking Group New Zealand Limited

Effect:

Not significant

Current easements:

None

Encumbrances:

None

Land Improvement Agreements:

1973

No 923316 Land Improvement Agreement pursuant to Section 30 (3) of the Soil Conservation and Rivers Control Act 1941

Unregistered interests

None

Unregistered easements

None

4. Summarise any Government programs approved for the lease:

A Soil and Water Conservation Plan was drawn up in 1965 with the aim to withdraw permanently all sheep from the Somerdale part of the pastoral lease east of Gorge Creek and to retain capital grazing only on this block to control rank growth on the lower country. The time line for the destocking was six years and would proceed in line with the development on the remainder of the property. The removal of 3600 sheep from this area with alternative grazing coming from land development on the lower hill country. In addition to cultivation and sowing the plan called for aerial oversowing and topdressing, fencing, and tree planting of wind breaks.

The original plan was replaced by Soil and Water Conservation Plan 141 now under the jurisdiction of the North Canterbury Catchment Board. Plan restates the aim to withdrawl all sheep grazing from the Somerdale block and retain cattle only grazing on this land. The works under this land involve substantial fencing, cultivation, oversowing and topdressing and windbreak tree planting. The plan was registered in 1973 and remains in force to the present day.

5. Summary of Land Status Report:

The Land Status Report was prepared by an accredited agent and is attached as Schedule A. This report only deals with the pastoral lease and confirms the status of the land as Crown Land subject to the lease. Pastoral Lease 529/26 did not make provisions for Section 58 marginal strips to be excluded from the lease where rivers and streams are over 3 metres in width. However SO 11985 and 15997 denote that Runs 236 and 255 were subject to Section 58 of the Land Act 1948.

At renewal in 1985 the Land Settlement Board approved renewal subject to the provision that a strip of land not less than 50 metres wide be reserved on the true left bank of the Kakapo Brook and not less than 50 metres wide or to the natural high terrace on the true right bank by way of clause to be inserted in the lease. Refer to the attached renewal offer dated 5 July 1985 and subsequent notice of acceptance by the lessee. Any marginal strips remain notional pending definition upon disposition.

The report notes there are unformed legal roads crossing part of the property and the majority of these do not conform to existing tracks. The availability of the transfer of

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these roads to the Crown or incorporation into property should be investigated as part of tenure review. There is an unformed legal road on the north bank of the Kakapo Stream and like the aforementioned paragraph this situation should be rationalised as part of the proposed tenure review. The fourth and final issue identified in Land Status report regards the Land Settlement Board approval dated 21 October 1983 to commence negotiations with the lessees on the major initiatives contained in the renewal offer of 5 July 1985. It appears that these negotiations have not proceeded to any substantive extent and will no doubt be replaced by different designations.

Note: Page 3 of 4 of the report records the local authority as being Marlborough District Council. This should read Hurunui District Council.

6. Review of topographical and cadastral data:

No communication sites or national grid transmission sites are marked on the above maps

No historic sites are shown on the maps

The lease boundaries do not appear to be fenced along the high altitude boundaries with the adjoining runs or the Forest Park nor does there appear to be fences on the true boundaries with the adjoining Glynn Wye freehold land.

The lease has a legal road within the Somerdale block but the access terminates well short of legal roads coming in from the south end and it appears that farm tracks are generally not within the legal road lines.

7. Details of any neighbouring Crown or conservation land

The adjoining pastoral leases include Island Hills, The Grampians, Lochiel and The Poplars Station. The Lake Sumner Forest Park is a substantial neighbour on the southern side.

8. Summarise any uncompleted actions or potential liabilities:

There are several matters that could lead to potential difficulties. Since the 1950s the Somerdale part of the Glynn Wye lease has had considerable broom infestation and also a large area of gorse that will require remedial action. This is a lessee responsibility.

The search of the LINZs files confirm that the control of noxious weeds has been the subject of considerable correspondence with the current lessee appearing to take the stance that the retirement from grazing of the Somerdale country being a requirement of the Soil Conservation Plan has led to the present serious weed infestation and a matter that he does not want to spend monies on.

The renewal of the lease in 1984 was subject to a condition being included in the new pastoral lease to the effect that a strip of land would be taken on both sides of the Kakapo Brook with this extended width necessary to protect minor wetlands and river

berm from future pastoral development. This condition does not appear to have been put into formal effect nor does the Land Settlement Board intention to move towards the surrender of various area of high altitude lands and also wetlands. Part IVA of the Conservation Act will apply to any disposition in tenure review.

There also appears to be several matters mentioned in the LINZ files such as the formation of tracks necessary for noxious animal control that may not have been completed or alternatively the need may now not arise.

The Land Improvement Agreement entered into with the now Canterbury Regional Council remains in effect but there does not exist a record of obligations on the lessee at date of this report.

The file search indicates that although there has been discussion promoted by the lessor in respect of the possible retirement of additional lands, the lessee appears to have resisted moves to reduce the area on the lease on the basis that the land formed a barrier against other public lands that have full public access and secondly the desire to not reduce area of potentially productive land.

SCHEDULE A

STATUS CHECK

RELEASED UNDER THE OFI	FICIAL INFORMATION ACT	
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23 November 1999		<u> </u>
DM:JP	Noted 91	
Pc 024; 6c 079	Action by TH Recorded	
	B/up date File Ref	OPUS
Geoff Holgate		CONSULTANTS

Knight Frank (NZ) Ltd P O Box 142 CHRISTCHURCH

Dear Geoff

PASTORAL LEASE STATUS CHECK REPORTS – GLYNN WYE AND WOODBANK STATIONS (Pc 024, Sc 079)

Further to my letters of 18 and 19 November enclosing the Status Check reports for the above properties.

I have belatedly noticed that these North Canterbury properties were not part of the Kemp Purchase. I have therefore provided replacement reports correcting this situation.

My apologies for any inconvenience this may have caused you.

Yours sincerely Don Mcd regor For Property Manager Encls

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Amuri Park, Barbadoes Street PO Box 1482 Christchurch, New Zealand

Telephone (03) 363 5400 Facsimile (03) 365 7858 Website www.opus.co.nz

OP''S INTERNATIONAL CONSULTANTS LIMITED C1...JSTCHURCH OFFICE

APPENDIX A

Project Number : G 002 – 53SR – 006 YC

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No : 50176 dated 23 September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

	STA		S REPORT for Glynn Wye Station	LIPS Ref 12745
Property	1	of	1	

Land District	Canterbury
Legal Description	Runs 236 and 255, situated in Block XVI Marion, IV Lake Sumner and Blocks IX X XI XII XIII XIV XV XVI Skiddaw, IX X XIII and XIV Tekoa, I II and III Mytholm and I II and VI Mandamus Survey Districts.
Area	20830.5473 hectares
Status	Crown Land subject to the Land Act 1948.
- Instrument of title / lease	All Pastoral Lease 529/26 pursuant to Section 66 and registered under Section 83 of the Land Act 1948.
Encumbrances	 Subject to: 1. Land Improvement Agreement 923316 pursuant to Section 30(3) of the Soil Conservation and Rivers Control Act 1941. 2. Part IV of the Conservation Act 1987 upon disposition.
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 original Maori owners under the 1859 Kaikoura and 1866 Hamilton Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	12 November 1999
[Certification Attached]	Yes
Prepared by	Don McGregor
Crown Accredited Agent	Opus International Consultants Ltd, CHRISTCHURCH
Notes : This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6.	 Pastoral Lease 529/26 did not make provision for Section 58 strips to be excluded from the lease where rivers and streams are over 3 metres in width. However SO's 11985 and 15997 denoted that Runs 236 and 255 were subject to Section 58 of the Land Act 1948. At renewal in 1985 the Land Settlement Board approved renewal subject to that condition including extended Section 58 strips (now marginal strips under Section 24(3) of the Conservation Act 1987)

definition upon deposition.

being reserved along the Kakapo to protect existing wetlands. Refer to the attached renewal offer of 5th July 1985 and subsequent acceptance by the lessee. Any marginal strips remain "notional" pending

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	T for Glynn Wye Station	LIPS Ref 12745
Property 1 of 1	·	
	 It is noted that there are unformed leproperty and the majority of these d The possibility of the transfer of the thereof) for incorporation into the provision of practical assess shoul There is an unformed legal road on a Stream. The undated file note attached 	o not conform to existing tracks. hese roads to the Crown (or parts property in exchange for the d be investigated. the north bank of the Kakapo ched suggests rationalisation by
	 transferring this unformed legal r incorporation into the lease and b extended marginal strip. 4. The Land Settlement Board (HOC 1 approved negotiations proceeding w 	ecoming subject to a future 983/257) of 21 st October 1983
	contained in the renewal offer of 5 th Presumably these objectives are st framework for Tenure Review.	July 1985 (copy attached).

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I ND STATUS REPORT for Glynn Wye Station LIPS Ref 12745 Property 1 of 1

Res ch Data: Some Items may be not applicable

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SDI Print Obtained	Yes
NZMS 261 Ref	L32 / M32 / M33
Local Authority	Marlborough District Council
Crown Acquisition Map	Kaikoura and Hamilton Deed
SO Plan	SO 688 – Plan of Tekoa Road.
	SO 723 – Plans of road up Mandamus River.
	SO 724 – Plans of Gorge Creek Road.
	SO 4954 – (approved 19/2/1913) - Plan of Glynn Wye freehold sections and Sections 30 and 31 Block XII, Skiddaw S.D.
	SO 9512 – (approved as a record 25/3/1959) - Plan of Runs, etc.
	SO 11958 – (approval 22/6/1974) - Plan redefining Run 255.
	SO 13287 – (approved 22/7/1974) - Plan of Runs 236 and Run 261.
Relevant Gazette Notices	N.A.
CT Ref / Lease Ref	All Pastoral Lease 529/26 pursuant to Section 66 and registered under Section 83 of the Land Act 1948.
Legalisation Cards	N.A.
CLR	Confirms Pastoral Lease tenure
Allocation Maps (if applicable)	No allocation to DOC or SOE. Extracts of DOC (SO's 17126-L32, 17134-M32 and 17135-M33) and SOE (SO's 17075-L32, 17083-M32 and 17084-M33) Allocation maps attached.
VNZ Ref - if known	VR 21252/02300
Crown Grant Maps	NA
If subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58]	a) See notes above.
b) Date Created	b) N/.A.
c) Plan Reference	c) N.A.

IND STATUS REPORT for Glynn Wye StationLIPS RProperty1of1

LIPS Ref 12745

Res ch – continued

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If Crown land – Check Irrigation Maps.	N.A.
Mining Maps	N.A.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989	 a) SO Plans 688, 723, 724 and 4954 and shown burnt sienna on SO 11985 indicating roads to be Crown Grant Road or legal by Section 110A of the Public Works Act 1928 (now Section 43(1)(d) Transit New Zealand Act 1989.
b) By Proc	b) Proc Plan N.A
c) Gazette Ref	a) Gazette Ref.
	N.A.
Other Relevant Information a) Concessions - Advice from DOC or Knight Frank	 a) No DOC concessions. DOC has an interest in undefined marginal strips. Existence of concessions administered by Knight Frank not determined.
 b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 	b) Searched. N.A.
c) Mineral Ownership	c) Either
ſ	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 1859 Kaikoura and 1866 Hamilton Purchases. Research of the Amuri Squares Index and other records were inconclusive but by deduction it is considered that the above property has always been in Crown ownership.
	Contained in [provide evidence].
d) Other Info	b) N.A.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

PC 024/1.

18 November 1999

DM:JP

Pt 137, Pc 020, 024, 009; Pm 018

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

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INTERNATIONAL CONSULTANTS

Dear Geoff

PASTORAL LEASE STATUS CHECK REPORTS – WAIKARI HILLS, MT ARROWSMITH, TENEHAUN, GLYNN WYE STATIONS AND LEATHAM RUN

Attached are your copies of the above Status Reports (including the supporting plans) now that the Chief Surveyor has certified them correct.

Please note that the Double Hill and Kirkliston plan originals are also now supplied.

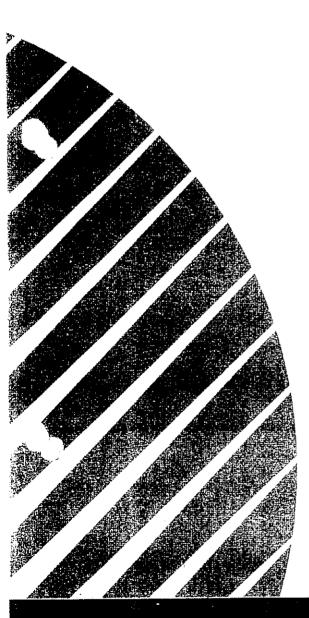
Yourssincerely Døn McC regor For Property Manager Encls

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GLYNN WYE STATION

PASTORAL LEASE STATUS CHECK CONTRACT: 50176



an accomplished work, a creation, an achievement

OPYIS INTERNATIONAL CONSULTANTS LIMITED CHRISTCHURCH OFFICE

Projec umber : G 002 - 53SR - 006 YC

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No : 50176 dated 23 September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Glyn Wye StationLIPS Ref 12745Property1of

Land District	Canterbury
Legal Description	Runs 236 and 255, situated in Block XVI Marion, IV Lake Sumner and Blocks IX X XI XII XIII XIV XV XVI Skiddaw, IX X XIII and XIV Tekoa, I II and III Mytholm and I II and VI Mandamus Survey Districts.
Area	20830.5473 hectares
Status	Crown Land subject to the Land Act 1948.
Instrument of title / lease	All Pastoral Lease 529/26 pursuant to Section 66 and registered under Section 83 of the Land Act 1948.
Encumbrances	 Subject to: Land Improvement Agreement 923316 pursuant to Section 30(3) of the Soil Conservation and Rivers Control Act 1941. Part IV of the Conservation Act 1987 upon disposition.
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 original Maori owners under the 1848 Kemps Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	12 November 1999
[Certification Attached]	Yes
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Prepared by	Don McGregor
Crown Accredited Agent	Opus International Consultants Ltd, CHRISTCHURCH

I ND STATUS REPORT for Leatham Run Property 1 of 1 LIPS Ref 12637

Notes : This information does	1. Pastoral Lease 529/26 did not make provision for Section 58
not affect the status of the land	strips to be excluded from the lease where rivers and streams are
but was identified as possibly	over 3 metres in width.
requiring further investigation	However SO's 11985 and 15997 denoted that Runs 236 and 255
at the due diligence stage : See	were subject to Section 58 of the Land Act 1948.
Crown Pastoral Standard 6	At renewal in 1985 the Land Settlement Board approved renewal
paragraph 6.	subject to that condition including extended Section 58 strips
	(now marginal strips under Section 24(3) of the Conservation Act
	1987) being reserved along the Kakapo to protect existing
	wetlands. Refer to the attached renewal offer of 5 th July 1985
	and subsequent acceptance by the lessee. Any marginal strips
	remain "notional" pending definition upon deposition.
	2. It is noted that there are unformed legal roads crossing parts of
	the property and the majority of these do not conform to existing
	tracks. The possibility of the transfer of these roads to the
	Crown (or parts thereof) for incorporation into the property
	in exchange for the provision of practical assess should be
	investigated.
	3. There is an unformed legal road on the north bank of the Kakapo
	Stream. The undated file note attached suggests
	rationalisation by transferring this unformed legal road to
	the Crown for incorporation into the lease and becoming
	subject to a future extended marginal strip.
	4. The Land Settlement Board (HOC 1983/257) of 21st October
	1983 approved negotiations proceeding with the lessees on major
	initiatives contained in the renewal offer of 5th July 1985 (copy
	attached). Presumably these objectives are still being pursued
	as a framework for Tenure Review.

LA .D STATUS REPORT for Leatham Run Property 1 of 1

LIPS Ref 12637

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SDI Print Obtained Yes NZMS 261 Ref L32 / M32 / M33 Marlborough District Council Local Authority Kemps Deed Crown Acquisition Map SO Plan SO 688 – Plan of Tekoa Road. SO 723 – Plans of road up Mandamus River. SO 724 – Plans of Gorge Creek Road. SO 4954 – (approved 19/2/1913) - Plan of Glyn Wye freehold sections and Sections 30 and 31 Block XII, Skiddaw S.D. SO 9512 – (approved as a record 25/3/1959) - Plan of Runs, etc. SO 11958 – (approval 22/6/1974) - Plan redefining Run 255. SO 13287 – (approved 22/7/1974) - Plan of Runs 236 and Run 261. Relevant Gazette Notices N.A. CT Ref / Lease Ref All Pastoral Lease 529/26 pursuant to Section 66 and registered under Section 83 of the Land Act 1948. Legalisation Cards N.A. LR Confirms Pastoral Lease tenure Allocation Maps (if applicable) No allocation to DOC or SOE. Extracts of DOC (SO's 17126-L32, 17134-M32 and 17135-M33) and SOE (SO's 17075-L32, 17083-M32 and 17084-M33) Allocation maps attached. VNZ Ref - if known VR 21252/02300 Crown Grant Maps NA If subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58] a) See notes above. b) Date Created b) N/.A. c) Plan Reference N.A. c)

Research Data: Some Items may be not applicable

Lí ID STATUS REPORT for Leatham Run Property | 1 | of | 1

LIPS Ref 12637

Research - continued

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If Crown land – Check Irrigation Maps.	N.A.
Mining Maps	N.A.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989	 a) SO Plans 688, 723, 724 and 4954 and shown burnt sienna on SO 11985 indicating roads to be Crown Grant Road or legal by Section 110A of the Public Works Act 1928 (now Section 43(1)(d) Transit New Zealand Act 1989.
b) By Proc	b) Proc Plan
r	N.A
c) Gazette Ref	a) Gazette Ref.
	N.A.
Other Relevant Information a) Concessions - Advice from DOC or Knight Frank	 a) No DOC concessions. DOC has an interest in undefined marginal strips. Existence of concessions administered by Knight Frank not determined.
 b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 	b) Searched. N.A.
) Mineral Ownership	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 the 1848 Kemp Purchase. Research of the Amuri Squares Index and other records were inconclusive but by deduction it is considered that the above property has always been in Crown ownership. Contained in [provide evidence].
d) Other Info	b) N.A.

RELEASED UNDER THE OFFICIAL INFORMATION ACT



GLYNN WYE STATION

PASTORAL LEASE STATUS CHECK CONTRACT: 50176

an accomplished work, a creation, an achievement

RELEASED UNDER THE OFFICIAL INFORMATION ACT

OPUS INTERNATIONAL CONSULTANTS LIMITED CHR1 CHURCH OFFICE

Project Number : G 002 – 53SR – 006 YC

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No : 50176 dated 23 September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS RI	EPORT for Glynn Wye Station	LIPS Ref 12745
Property 1 of	1	

Land District	Canterbury
Legal Description	Runs 236 and 255, situated in Block XVI Marion, IV Lake Sumner and Blocks IX X XI XII XIII XIV XV XVI Skiddaw, IX X XIII XIV Tekoa, I II and III Mytholm and I and II and VI Mandamus Survey Districts.
Area	20830.5473 hectares.
Status	Crown land subject to the Land Act 1948.
rument of title / lease	All Pastoral lease 529/26 pursuant to Section 66 and registered under Section 83 of the Land Act 1948.
Encumbrances	 Subject to: Land Improvement Agreement No. 923316 pursuant to Section 30(3) of the Soil Conservation and Rivers Control Act 1941. Part IVA of the Conservation Act 1987.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	21 October 1999
[Certification Attached]	Yes

Prepared by	Don McGregor	
Crown Accredited Agent	Opus International Consultants Ltd, CHRISTCHURCH	

fication:

Pursuant to section 11(1)(l) of the Survey Act 1986 and acting under delegated authority of the Surveyor – General pursuant to section 11(2) of that act, I hereby certify that the land described above is Crown Land subject to the Land Act 1948.

R. Meullos

Date: 27 / 1999

C. P.

R Moulton, Chief Surveyor Land Information New Zealand, Christchurch

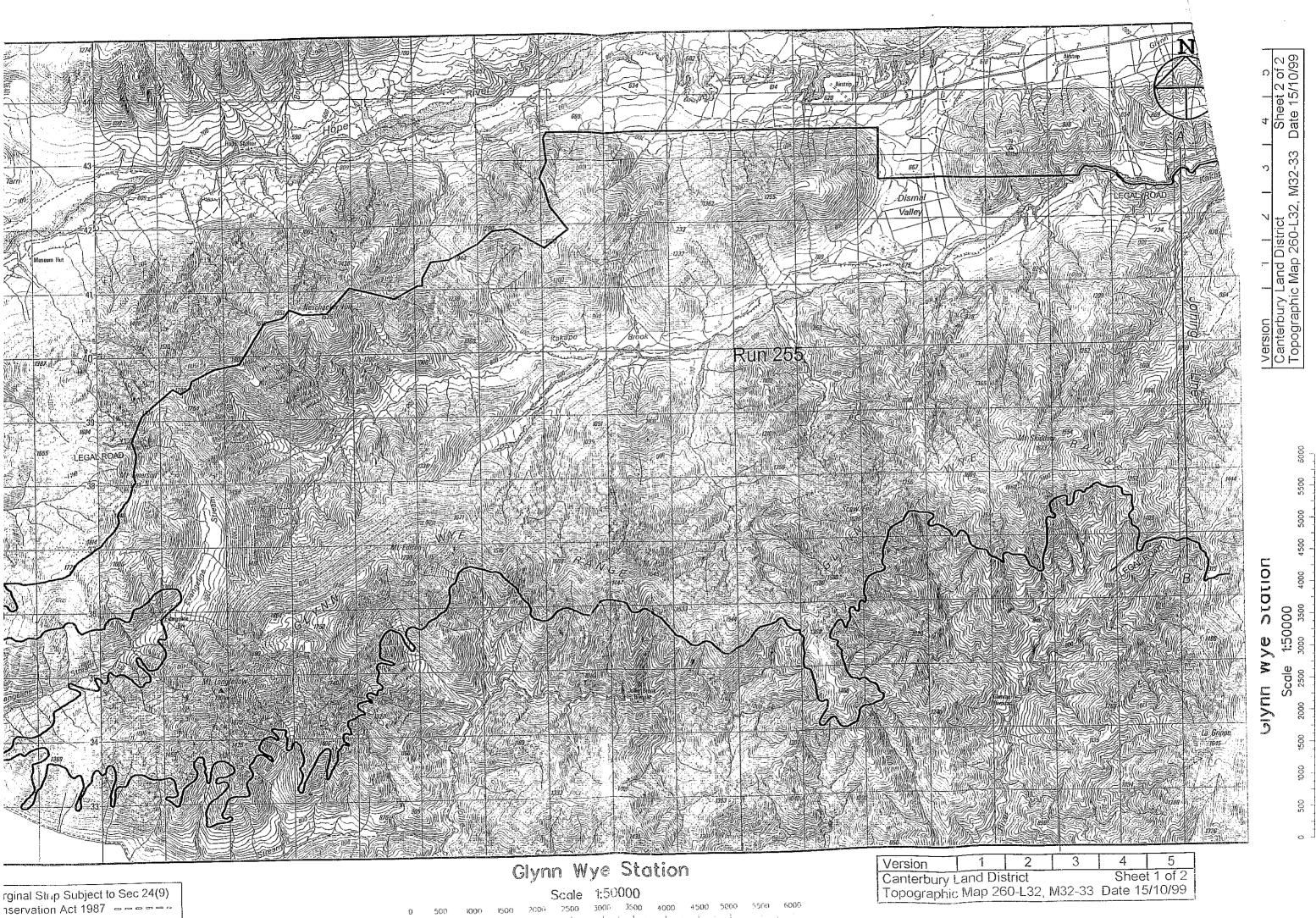
CERTIFICATION

Report to the Chief Surveyor, Christchurch, for a certification of a Status Investigation in respect to Glynn Wye Station.

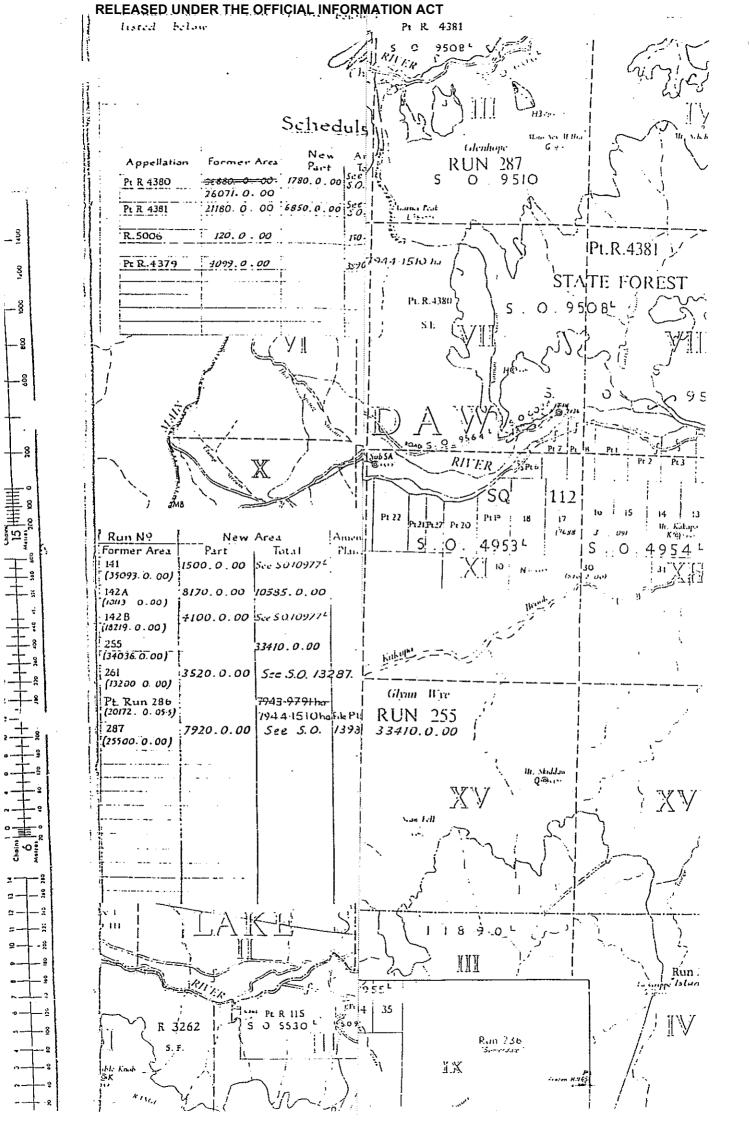
- 1. Donald McGregor, Property Consultant, Opus International Consultants Ltd, certifies that the status report enclosed for certification is in order for signature.
- 2. In giving this certification, Donald McGregor, Property Consultant, Opus International Consultants Ltd, undertakes that the status report has been completed in compliance with all relevant policy instructions and in particular, OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.

D McGregor Opus International Consultants Ltd 21 October 1999

g:\don\giynn wyelaa cert.doc



1000 1500 2000 2500 3000 3500 4000 4500 5000 5500 6000 11211

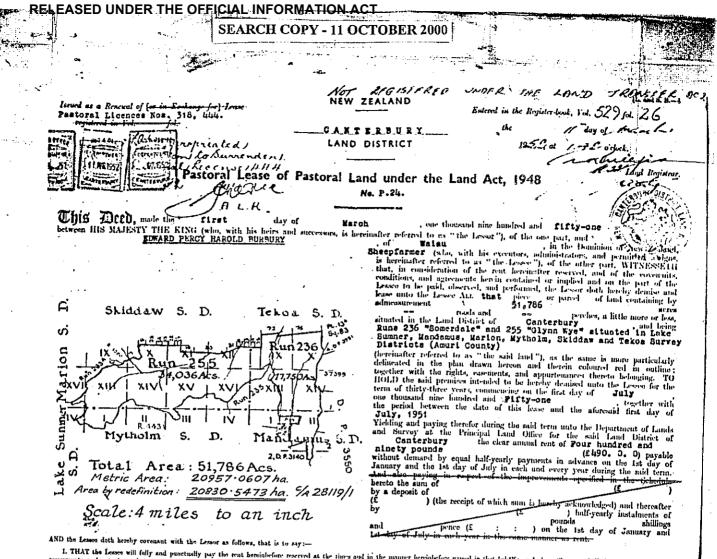


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I. THAT the Lesses will fully and punctually pay the reat bereinfector reserved at the times and in the manner bereinfector named in that feddif; and also will pay and discharge all rates, taxes, saments, and outgoings whatsourer that now are or hereafter may be assessed, levied, or payable in respect of the said hand or any part or parts thereof during the said term. 2. THAT the Lesses will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the knew will reside continuously on the said land.

3. THAT the Lessen will hold and use the said land bene fide for his own and and benefit and will not transfer, easign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Scitlement 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 Lesses will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit wasto.

5. THAT the Lessee will throughout the term of his lesse to the satisfaction of the Commissioner of Crown Lands for the Land District of Conterbury (hereinsfler referre as Commissioner") out and thin all live fences and hedges, clear and keep clear the said land of all nexious weeds, and will comply strictly with the provisions of the Nozious Weeds Act, 1928. (hereinafter referred to an 6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other version, and generally comply with the provisions of the Rabbit Nuisance Act, 1922.

7. THAT the Leases will clean and clear from weeds and keep open all creeks, drains, ditches, and watorcourses upon the said land, including any drains or ditches which may be constructed by the amissioner after the commencement of the term of the lease; and will not at any time without the prior concent of the Commissioner after the channel of any such even or watercourse or stop or divert nmissioner after the com

8. THAT the Leases will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown field er, pull down or

8. THAT the Lesses will insure all buildings belonging to the Crown (invisions specified in the Schelule bando which are being purchased by the Lesses) 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 falling day under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that promium. 9. THAT the Lesses will insure all buildings belonging to the Crown (melesis their full insurable value in the name of the Commissioner in some insurance o

10. THAT the Lesson will not throughout the term of the lesso without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of style as the Commissioner, thinks fit, full, sell, or remove any timber, tree, or bash growing, standing, or lying on the said load, and that he will throughout the term of the lesse provent the destruction.

of say an

Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any spricultural, pastoral, buumbold, readmaking, or building purpose on said land nor where the timber or tree has been planted by the Lessee.

11. THAT the Lesses thall not, except for the parpose of complying with any of the provisions of the Nassella Tansock Act, 1916, but any tarsock, wruh, fern, or gram on the mid land, nor permit any tarsock, serub, fern, or grams on the mid land, 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 decay becausery.

12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this leave for the parpose of determining sher such land or any adjoining land is infested with doer, wild goats, wild pigs, operands, 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 employces in the performance of the said duties shall at all times avoid undus disturbance of the Leuve's stock.

13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

AND is is bereby agreed and declared by and between the Lessor and the Les

(a) THAT the Leases shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.

- (6) THAT the Lesses shall have no right, title, or chim whatoever to any minerals (within the meaning of the Land Act, 1913) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully mation for all demage done to improvements on the said land belonging to the Lesses in the working, extraction, or removal of any source to the land belonging to the Lesses in the working, extraction, or removal of any source to the Lesses of compensation.
 - Provided that there that he no right of way over, or right to work, estract, of remove any mineral form, any part of the and land which is for the time being under crop or most or stated within Winesard for yard, garden, orchard, vineyard, nursery, or plantation, or within 100 4548 by any dwelling-house Provided also that the Lensee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, are any such minerals for any agricultural, passoral, household, roadmaking, or building purpose on the said land, but not otherwise.

(c) THAT spon the expiration by effusion of the term hereby granted and thereafter at the expiration of each successful to be granted to the Leroce the outgoing Leroce shall have a right to obtain, in accordance with the provisions of section 65 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the namer precribed by Part VIII gravision for the senteral thereof and all provisions applied 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 senteral thereof and all provisions applied from the expiration thereto.

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(4) THAT the Louve shall have no right of acquiring the for simple of the subl lat (e) THAT the Lessee may, with the prior consent is writing of the Commissioner given

- (i) Cultivate any portion of the mist hand for the purpose of graving winter fred for the stork depentared thereon ;
- (ii) Grop such area of the said land as is sufficient for the use of himself and family and his employees;
- (iii) Flough and sow is grass any portion of the said land ;
- (iv) Clear any portion of the mid land by felling and burning bask or arrub and sow the land so cleared in gram;

(v) Surface out in grass any purties of the said land : e, incre the whole of the area that has been ploughed or cultivated properly isld down in g

rished that the leave shall, on the termination of the leave stinfaction of the Commissioner. the satisfaction of the Commis

ee () till Sce . He below oply with the covenants and o e if he shall neglect or fail or refuse to

BAT if the Lower shall have New Zealand or alambou the sold land or if he cannot be found or if 1 supressed or leading to the satisfaction of the Lawl Settlement Board or the Commissioner, as the re-bry, so other payments due to the Lower, then the Lawl Settlement Board may, subject to the pre-without discharging so releasing the Lesser from liability for rent due or accruing due or for any pawe are not take of or and bus that two months in the parment of work, or w, or make default for and bus that two months in the parment of work, or metion 105 of the Land Art, 1314, declare this lease to be forfett, and t or, as the rare may (g) TRAT if the let بعيما مذركين ack of any coverant or ev wisions of the said Act and of the regulations made thereunder applicable to a

(A) THAT these presents are intended to take effect as a particul lease under the Land Act, 1918, and the pre-bases shall be binding is all respects upon the partice hereto in the same manuer as it each previsions he ravisions had been fully as out berein.

-BOITEINTH

(1) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked, so long of shaep depastured on the said land does not exceed 9900 (being an increase of ten per cent on the carrying can which is based the rent hereinbefore reserved) and the number of cattle does not exceed 150, but the Commission of the deem it advisable or expended in writing permits the lessee to depasture thereon any greater number should be deem at any time and partial event of a transfer. Any variation concented to by the Commissioner shall not affect the Lesse to the subject to by the Commissioner shall not affect the Lesse the herents at the formation or another shall not affect the Lesse the subject to any the commissioner shall not affect the Lesse to the subject to by the Commissioner shall not affect the Lesse the herents at the formation or another shall not affect the Lesse the herents at the formation or another shall not affect the Lesse the herents at the formation or another shall not affect the Lesse the herents at the formation or another shall not affect the Lesse the herents at the formation or another shall not affect the Lesse the herents at the transfer the Lesse to be the less the formation or another shall not affect the Lesse the herents at the transfer the formation or another shall not affect the Lesse the herents at the transfer the formation or another shall not affect the Lesse the herents at the transfer the formation or another shall not affect the Lesse the herents at the transfer the formation or another shall be and the formation or another shall not affect the Lesse the herents at the transfer the formation or another shall not affect the Lesse the herents at the transfer the formation or another shall not affect the lesse the herent at the shall be and the formation or another shall not affect the lesse the herent at the shall be and the formation or another shall be another shall be and the formation or another shall be another shall be anothered the less the In withtes whereof the Commissioner of Crown Linds for the Land District of hand, and these presents have also been executed by the said Lesses.

Signed by the said Commissioner, on behalf of the Lessor, in the presence ofcl.r T of Crown Lands. Wilness : La Cl. čft Accupation Address ace, in the pre Signed by the above Witne Vorting Occupatio) t Davelork ho Address tgage 706395termond and for the Liano N. 567 26 Sunt B Harold cruf Land Set aló Nest Calor THIS REPRODUCTION (ON A REDUCED SCAL CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES (SECTION 215A LAND TRANSFER ACT 1952. 12 Action William Steel Lackles 798 14 . *%* Doliey 412 mar LIR. Differenties No 707602 BH art Transfer 916550 to Glynn Wy Station Limited at Christch Section \$2 A.K. 1955 Entered - 28/6/1973 at, 12 1001 UP t free Jrancanica 706391 \sim ne aces ల్స timy No. 916549 Certificate of - Crardon Owe Burbury and Gordon هد ation varying the terms of trecutors both of within lease - 29/6/1973 a 16/3/1967 1140-Gubred Case a 12 noon 1 De Percy L.R K Transfer 701392 to 1 V/ -16 3 667 511.40 تت کر and Grouden Owen Mortgage 916896 to Gordon 0 Burbury, James Winter Bu and Alistair Hondingy Bu 29/6/1973 Aug Mirb Martage 706395 13 1966 119 50 Mortgage 917606 Webt New Zealand Bankins Gro - 5/7/1973 35 2.40 10 m or 11.40 for 775512 to B Tra of Napier es Winte Ť Burny a mona Farmer - 9/9/1969 -at 11-15-m. ALR . فرانی Transmission 869963 to Gordon Owen Burbury and James Winter Burbury both abovenamed 0\ as survivors - 9.6.1972 at 11.5Dam 60

AKR.

RELEASED UNDER THE OFFICIAL INFORMATION ACT CIT 529/26 No. 923316 Land Improvement Agreement pursuant to Section 30(3) of the Soil Co prvation and Rivers Control Act 1941 - 13.8.1973 at 2.58 p.m. A.L.R 8119/1 Certificate of Alteration Elering the within area to 20 830.4473 hectares - 12.3.1975 at 9.11 a.m. A.L.R. LIEN 278550/1 UNDER THE WAGES PROTECTION AND CONTRACTORS LITENS ACT 979 by BARRY 11 ALEXANDER WH LE NOBL 1980 at 12.13 p.m. Mortgage 296220/1 to Rural Banking and Finance Corporation - 14.10.1980 at 9.50 a.m. for A.L.R. Mortgage 360246/1 to The Rural Banking and Finance Corporation - 14-12-1981 t 2.06p.m. $\boldsymbol{\mathcal{A}}$ for A.L.R. 4**-12-19**81 at Variation of Mortgage 296220, 2.06p.m. for A.L.R. Variation of Mortgage 296220/1 - 27-4-1982 at 11.34a.m. WWannan for A.L.R. Variation of Mortgage 360246/1 - 5-8-1982 at 9.11a.m. or A.L.R Variation of Mortgage 296220/1 -7.6.1984 at 11.50am for A.L.R. No. 1854684/3 Variation of within Lease and extension of the term for 33 years commencing 1.7.1984 - 7.2.1990 at 11.39am egmaker. ** for A.L.R. Mortgage 854684/6 to ANZ Banking Group (New Zealand) Limited - 7.2.1990 at 11.39am romaker. for A.L.R. ** Transfer 854684/4 to Glynn Wye Station (1989) Limited at Christchurch - 7.2.1990 at 11.39am insquaker for A.L.R.

SEARCH COPY - 11 OCTOBER 2000

