

## **Crown Pastoral Land Tenure Review**

**Lease name : HUXLEY GORGE II**

**Lease number : PT 139**

### **Due Diligence Report (including Status Report) - Part 1**

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.

**January 06**

## DUE DILIGENCE REPORT CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

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File Ref: 50231/09/12735/A-ZN0-01      Report No: QVV 22 (Otago)      Report Date: 06/11/2000

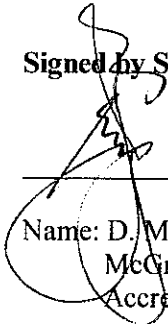
Office of Agent: CHRISTCHURCH      LINZ Case No: 00/      Date sent to LINZ: 5/11/00

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### 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 uncompleted actions identified that require action by the Manager, Crown Property Management:
  - (a) Completion of the land tenure rationalisation (boundary adjustments and peripheral issues) proposals involving Conservation land and the Huxley Gorge leases (P106 and P139) and Glen Lyon (P7) identified in the report dated 30 March 1987 referred to in the Land Status Report as a matter for further consideration.
  - (b) The formalisation of two informal arrangements for the ongoing use of Huxley Lodge by DOC and the adjacent Twizel Area School camp. ✓
  - (c) Registration of an appropriate Memorandum of Variation formalising the approval for ECNZ's radio repeater site on Ram Hill but following resolution of the dispute over rental to be charged.
  - (d) Re - certification of the incorrect area, shown in the Land Status Report certified by the Chief Surveyor, Dunedin on 13 October 1999, to correctly reflect the effect of the incorporation of land into the lease in 1963.
  - (e) Registration of a Memorandum of Variation against the Pastoral lease to formalise the review of rental deemed to have been accepted by the lessee as at 30 June 2000.
3. That the Commissioner of Crown Lands or his delegate **note** that no potential liabilities have been identified as the result of the file search;
4. That the Commissioner of Crown Lands or his delegate note the following matters;
  - (a) As indicated in the Land Status Report a full survey would be required to define any marginal strips upon disposition.
  - (b) That in 1998 Pukaki Horse Treks Ltd expressed interest in obtaining a recreation permit [and may have applied for a permit] but nothing more appears to have eventuated.
  - (c) The lessee holds two ex NZFS leases over Reserves 3341 and 3342 (Otago Land District) and 3343 (Canterbury Land District).
  - (d) The existence of informal arrangements for the ongoing use of Huxley Lodge by DOC and the adjacent Twizel Area School camp. Refer to 2<sup>(e)</sup> above also.  
(b)
  - (e) That the Recreation permit for hunting purposes held by *Glen Lyon Ltd* expired on 30 June 2000 but the activity may be "running on".

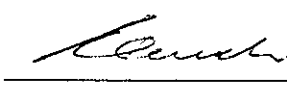
**Signed by Sub – Contractor:**



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Name: D. McGregor  
McGregor Property Services Limited  
Accredited Agent

**Signed by Contractor**



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Name: B. Dench  
Team Leader for Tenure Review  
Quotable Value (Valuations)

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

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Name:  
Date of Decision:     /     /

**1. Details of Lease:**

**Lease Name:** Huxley Gorge.

**Location:** Lake Ohau, North Otago.

**Lessees:** Huxley Gorge Limited.

**Tenure:** Pastoral Lease pursuant to Section 66 of the Land Act 1948 and registered under Section 83 of the Land Act 1948.

**Term:** 33 years from 1 January 1990 (Expires 31 December 2022).

**Annual Rent:** [REDACTED]

**Rental Value:** [REDACTED]

**Date of Next Review:** 31 December 2000

**Land Registry Folio Ref:** CL 386/33 (Otago Land Registry).

**Legal Description:** Run 528 Blocks I, II, V, VI, VII, IX, X, XI, XIV and XV Hopkins Survey District and Block XII Ward Survey District and Run 727, Blocks II and V Ward Survey District.

**Area:** 7506.9187 hectares

**2. File Search****Files held by Agent - Knight Frank (NZ) Ltd on behalf of LINZ:**

| File Reference | Volume | First Folio Number | Date       | Last Folio Number | Date       |
|----------------|--------|--------------------|------------|-------------------|------------|
| Pc 139         | 1      | 150                | 01.03.1938 | 300               | 01.11.1963 |
| Pc 139         | 2      | 301                | 14.11.1963 | -                 | 22.09.1994 |
| Pc 139         | 3      | -                  | 23.09.1994 | -                 | 30.06.2000 |
| TR Pt 106.01   | 1      | 1                  | 08.04.1993 | 11                | 11.06.1998 |
| TR Pt 106.01   | 2      | -                  | 08.04.1993 | -                 | 21.01.2000 |
| TR Pt 106.01   | 2      | 2                  | 01.09.1998 | 30                | 26.01.2000 |
| TR Pt 106.03   | 2      | -                  | 23.07.1999 | -                 | 29.07.1999 |

**Files held by Agent Quotable Value New Zealand**

|                |   |
|----------------|---|
| File Reference | CON 50231/09/12735/A-ZNO-01                             |
| Volume         | 1   |
| First Folio No | 1   |
| Date           | August 2000   |
| Last Folio No  | File Current (contains extracts of Tenure Review files) |
| Date           | -   |

**3. Summary of Lease document: [CL 386/33] – Copy attached as Appendix 1****3.1 Terms of Lease**

The Pastoral Lease, registered on 25 January 1957 as CL 386/33, was issued to Alexander Grant Wigley for a term of 33 years from 1 January 1957 at the Annual rental of \$320.00 based on the Stock Limitation of 3410 sheep and 121 cattle. On expiry the lease was renewed to the current lessee for a

further term of 33 years from 1 January 1990 on the basis of the Annual rental for the first 11 years being [REDACTED] based on the Rental Value [REDACTED]. At rental review on 31 December 2000 the Annual rental will be increased to [REDACTED] based on a Rental Value of [REDACTED] with effect from 1 January 2001 without any alteration to the terms and conditions of the lease.

*Stock limitation in Lease:*

3410 sheep and 121 cattle.

*Commencement Date:*

1 January 1957, renewed for a further period of 33 years from 1 January 1990 by Memorandum of Renewal No 755549.

*Variation of Lease in conjunction with Certificate No. 256986:*

"That whereas the land hereby leased is farmed in conjunction with the land in Pastoral Lease No 106 which said land is situated in the Canterbury Land District it is a special condition of this lease that no transfer thereof will be consented to by the Land Settlement Board unless such transfer also include the said Pastoral Lease No 106".

**3.2 Area adjustments**

No. 256986 -

✓ Incorporation of Run 727 [465.3885ha] on 9 April 1963. New area of lease = 7506.9187ha.

Note: Lease document incorrectly shows the total area of Runs 528 & 727 as 7041.5302ha. [Refer also 8.3].

**3.3 Registered Interests**

*Mortgages:*

There are no current mortgages or other financial instruments registered against the Lease.

*Electricity Agreement:*

No. 300604 -

Electricity Agreement pursuant to Section 3 of the Electricity Amendment Act 1948 and its Amendments - (25 May 1966).

**3.4 Unregistered Interests**

*ECNZ transmission site - Ram Hill:*

On 24 January 1994 Electricity Corporation of NZ was given consent to erect a radio repeater on Ram Hill for catchment inflow monitoring / forecasting (including a 3 metre post & solar panel & radio equipment) at a rental of [REDACTED] plus GST for the whole period of twelve years. The use of the site for a communications facility was to be formalised by a Memorandum of Variation of the lease. ECNZ disputed the rental to be charged but despite the CCL authorising the Crown's agent to negotiate the figure in 1994 this matter would appear to be unresolved and the formal documentation is yet to be registered against the Lease.

Copies of the relevant folios are attached as **Appendix 2**.

*Former NZFS Ohau Base – Huxley Lodge*

On 16 December 1980 the CCL, Dunedin consented to a sublease to New Zealand Forest Service over 8500m<sup>2</sup> of the pastoral run for its Ohau base including staff accommodation at a rental of \$10 per year. The sublease expired on 31 December 1989 whereupon it was to be reviewed at the same time as the pastoral lease renewal. Although a draft document was prepared for registration, in May 1982 the lessee decided not to sign a formal lease. The building was sublet by NZFS for a time to Huxley Lodge Outdoor Education Centre and more recently used by DOC staff as a base camp. A report on proposed adjustments for PL's 106 & 139 dated 30 March 1987 (*See Appendix 7*) recommends the facility remain on Huxley Gorge lease "at the pleasure of the lessee".

*Copies of folios 355, 364 and 371 and under 398 (folio 62 on P106) attached as Appendix 3.*

*Twizel Area School Camp Site*

Twizel Area School has historically used a site for camping adjacent to the former NZFS base since occupied by DOC. An informal arrangement has been allowed to continue pending receipt of an application for a permit. LINZ advised on 9 June 1999 that it has noted the existence of this activity for inclusion in tenure review.

*Copies of relevant folios attached as Appendix 4.*

*Recreation Permits*1) *Glen Lyon Ltd*

The file records that Glen Lyon Ltd holds recreation permits for the following activities conducted over parts of this leasehold land:-

- i) Hunting operations. Term 1 year from 1 July 1999 – [may be running on?]
- ii) Fishing 4WD Vehicle Tours and horse trekking. Term 9 years from 1 July 1999 (Expiring 30 June 2008).

2) *Glacier Southern Lakes Helicopters Limited*

Holds Recreation permit for helicopter sightseeing landings commencing 1 January 1994 (Expires 31 December 2005).

**4. Summarise any Government programmes approved for the lease:**

There is no indication that this property has ever been involved in Run Plan proposals that have translated to a Land Improvement Agreement or the Rabbit Land Management Programme.

**5. Summary of Land Status Report:**

The Land Status Report by Knight Frank (NZ) Ltd dated 19 October 1998 confirms the status is Crown land under the Land Act 1948, leased pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as CL 386.33 (Otago Registry).

The land is held in conjunction with Pastoral lease 106 in the Canterbury Land District and no transfer can take place unless it includes Pastoral lease 106. The land is also subject to Part IVA of the Conservation Act 1987 upon disposition.

Knight Frank (NZ) Ltd identified the following issues from a report dated 30 March 1987 [*P106 folio 62*] that may require further investigation as part of the Tenure Review process for both Huxley Gorge leases P139 and P106 (CL's 386/33 and 529/213 respectively):-

- (a) Huxley Gorge to surrender land hatched yellow.
- (b) Grassed areas of presently gazetted State Forest (hatched red) to be incorporated in Pastoral leases P106 and P149 (P139).

- (c) The Pastoral leases to be amended removing the lessees right under section 100 Land Act to take native timber for certain uses and further acknowledging the importance of the areas of native bush on the leases and the need to preserve them from undue stock damage.
- (d) Inclusion of a further covenant [clause] in the lease granting the public the right to wander on foot at will on the leased land upstream of the black lines pecked across the Hopkins River. This acknowledges the area's current importance in terms of recreation and avoids the necessity to lay of access ways for important and well - used trails.
- (e) The exchange currently under consideration for land in Glen Lyon Station lease to be surrendered and incorporated in Huxley Gorge is separate to this exchange but would be subject to agreement along these lines and is being made with Glen Lyon Station Ltd for those reasons.
- (f) Preservation of existing hut sites will need to be allowed for.
- (g) Two areas of grass leased from NZFS are not included in this exchange [Part Temple State Forest and Huxley River Flats of Huxley State Forest]. It is considered appropriate to grant perpetual rights to this grazing. Any right should be reviewed, as at present, at regular intervals.

NB: At present the lessee holds a forestry lease over Reserve 3342 and 3343 on a year to year basis which is currently managed by DOC. Reserve 3343 adjoins Huxley Gorge (Canterbury) and Reserve 3342 is farmed as part of the Huxley Gorge (Otago) lease. Reserve 3341 is also farmed in conjunction with Huxley Gorge (Otago) and leased on the same basis as for the two reserves referred to above.

Note : We could not locate the plan referred to in the report dated 30 March 1987 (folio 62 on p106).

The Minerals remain with the Crown as the land has never been alienated since the original acquisition.

*A copy of the Land Status Report is attached as Appendix 5. The report of 30 March 1987 is part of Appendix 7.*

## **6. Review of Topographical and Cadastral data:**

Both maps attached to Land Status Report show there are no communication sites, (other than the ECNZ facility on Ram Hill), long distance transmission power supply lines, huts (other than those identified in *Clause 3.4*) or historic sites.

### **6.1 Marginal Strips:**

The pastoral lease has not been endorsed or memorialised as being subject to Section 58 Land Act 1948. The Hopkins River is clearly depicted on SO 241/243 [1917] and SO 13256 [1962] without a one chain strip having been laid off.

Full survey would be required to define any marginal strips upon disposition.

### **6.2 Fenced Boundaries v Legal Boundaries:**

Run 528 and Run 727 are some distance apart and adjoin either Conservation land or the braided Hopkins River. It appears that there are major deviations between the fenced and legal boundaries and that invariably the bush line is the physical boundary. Parts of the forest margins are grazed and held by Huxley Gorge Ltd under lease from the former N.Z. Forest Service (now DOC)

Land Tenure Rationalisation initiated in the early 1980's identified this locality for consideration and since the renewal of the Glen Lyon lease boundary adjustments have been promoted but not formalised or completed.

The report on boundary adjustments dated 30 March 1987 (*and under folio 398 on P139*) recommended that the boundary between the land to be surrendered / be incorporated, (where the bush meets the lower areas of grassland) be on the 1000 metre contour line.

*Refer also Clause 8.1 below. Copies of Forest leases attached as Appendix 6.*

## **7. Details of any neighbouring Crown or Conservation land:**

The Department of Conservation advised tentatively that all marginal strips and Crown Land within and adjoining the Huxley Gorge leases (2) and Glen Lyon be considered in conjunction with Tenure Review. Resolution of the grazing leases could see the possible inclusion of land remaining in productive use into the lease.

The rationalisation of boundaries of the Pastoral lease and Conservation land is addressed in the report of 30 March 1987 (*under folio 398 on P139*).

## **8. Summarise and uncompleted actions or potential liabilities:**

### **8.1 Boundary adjustments with Conservation land and peripheral issues**

As early as the late 1970's early 1980's the Crown had contemplated rationalisation of the boundaries of the Run and then State Forest boundaries and had discussions with the lessee. (*See Forest Service letter at folio 368 on P139*)

LSB (HOC) Case No. 1985/230 of 28 January 1986 approved the renewal of Glen Lyon Pastoral lease (run with this lease), among other things, the CCL being authorised to undertake post renewal negotiations to (in association with the then CCL Dunedin and Conservator of Forests) formulate an agreement with the lessees (of Glen Lyon and Huxley Gorge) for an exchange of or adjustment of boundaries ..... provision of public access and other like matters as may emerge in considering the Huxley Runs (*relevant folios 686, 703 and 708 on P7 - Glen Lyon*).

As a follow up to that decision consultation culminated in the report dated 30 March 1987 (*referred to in the Land Status report and at folio 62 on P106 - under folio 398 on P139*) the contents of which had been discussed with the lessees. Further discussion in November 1987 (*file note of 11 November 1987 - folio 400 on P139*) considered that the land tenure rationalisation objectives may be completed by way of a management agreement between DOC/ Landcorp (Crown's agent) and the lessee to overcome the survey and legalisation costs. It was left for DOC to arrange a joint inspection to coincide with the renewal inspection of this lease while the conditions for a management agreement were fine-tuned but that action did not occur. In 1993 Landcorp approached the lessee and obtained an indication of his willingness to consider an exchange of property rights (*letter of 8 April 1993 and lead up correspondence under on P106*). No further action has been undertaken to progress the proposals.

*Copies of relevant folios attached as Appendix 7.*

### **8.2 Uncompleted Concessions etc**

The following activities are still to be formalised:-

1. NZFS [now DOC?] sublease of Huxley Lodge (former NZFS Ohau base).
2. Twizel School Camp site adjacent to Huxley Lodge (former NZFS Ohau base).
3. ECNZ transmission site on Ram Hill [permit and rental not yet resolved]

*Refer to Clause 3.4 above.*



### 8.3 Pastoral lease area correction

The total area of the Pastoral lease (Runs 528 & 727) shown under the lease diagram is incorrectly stated as 7041.5302ha - It would appear as the result of the metric conversion of Run 528 only. The correct metric conversion (confirmed by a verified description from the file (*folio 363 on P139*), when the correct area is in fact 7506.9187ha.

The Chief Surveyor will therefore need to recertify the correct area before Tenure Review is pursued.

*Copy of relevant folio attached as Appendix 8.*

### 8.4 Memorandum of Variation

On 30 March 2000 the CCL approved a recommendation for rental review of this lease on the basis of the values determined and notified the lessee accordingly (*folios dated 30 and 31 March 2000 on P139*). The lessee <sup>but</sup> not forwarding the notice within three months was deemed to have accepted the values as at 30 June 2000. A Memorandum of Variation should be registered prior to 31 December to formalise the offer and acceptance.

*Copies of relevant folios are attached as Appendix 9.*

*Not necessary: we only register variations for lease renewals NOT for rent reviews*

## APPENDICES

- 1 Search copy of lease.
- 2 Copies of relevant folios from file – ECNZ site (Ram Hill).
- 3 Copies of relevant folios from file - Ohau Base (Huxley Lodge).
- 4 Copies of relevant folios from file – Twizel School camp.
- 5 Copy of Land Status Report (minus attachments).
- 6 Copies of Forestry leases.
- 7 Copies of relevant folios from file – Boundary adjustments with Conservation land etc.
- 8 Copies of relevant folios from file – Area correction.
- 9 Copies of relevant folios from file – Rent review documentation.

# APPENDIX 1

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Issued as a Renewal of (or in Exchange for) Lease  
Former reference registered in Vol. 259 fol. 227

NEW ZEALAND

OTAGO  
LAND DISTRICT

LAND & DEEDS

Name: [Signature]  
Date: 25 JAN 1957  
Time: 1:44  
Fee: 1.5  
Abstract No: 153

Registered in the LAND REGISTRY OFFICE but not under the LAND TRANSFER ACT. (L. and S. B-1)

Entered in the Register-book, Vol. 326 fol. 33  
day of January 1957  
[Signature]  
Asst. Land Registrar.

Image Quality due to Condition of Original

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. 149.

This Deed, made the first day of January one thousand nine hundred and fifty-seven between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and ALEXANDER GRANT WIGLEY of the other part, is in the Dominion of New Zealand, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee ALL those pieces or parcels of land containing by admeasurement 17,400 acres, situated in the Land District of Otago, and being Run 526, Hopkins and Ward Survey Districts

See Diagram on Separate Sheet

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline, together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of January one thousand nine hundred and fifty-seven, together with the period between the date of this lease and the aforesaid first day of

Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Otago the clear annual rent of one hundred and sixty pounds (£160.-.-d.) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) by a deposit of (£) (the receipt of which sum is hereby acknowledged) and thereafter (£) half-yearly instalments of pounds shillings and pence (£ : : ) on the 1st day of January and the 1st day of July in each year in the same manner as rent.

- AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-
1. THAT the Lessee will fully and punctually pay the rent herebefore reserved at the times and in the manner hereinbefore named in that behalf; and also will pay and discharge all rates, taxes, assessments, and charges whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
  2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
  3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
  4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
  5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1949; 1950 and the Public Reserves Act, 1947.
  6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Public Reserves Act, 1947.
  7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
  8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
  9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
  10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
  11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1946, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
  12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
  13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

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

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building: dwellinghouse: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

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- (d) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (e) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,
  - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
  - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
  - (iii) Plough and sow in grass any portion of the said land;
  - (iv) Clear any portion of the said land by felling and burning brush or scrub and sow the land so cleared in grass;
  - (v) Surface sow in grass any portion of the said land;

Provided that the lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.

(f) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock, and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed see below sheep on a basis of a count of one for dry sheep and of one and a half for breeding ewes.

(g) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, or in the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 146 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.

(h) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

N11

In witness whereof the Commissioner of Crown Lands for the Land District of Otago, on behalf of the Lessor, hath hereunto set his hand, and these presents have also been executed by the said Lessee.

Signed by the Assistant Commissioner, on behalf of the Lessor, in the presence of

Witness: J. E. Kennedy  
Occupation: Clerk and Survey District  
Address: Dunedin

Assistant Commissioner of Crown Lands

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

Witness:  
Occupation:  
Address:

Lessee

THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 3410 and the number of cattle depastured on the said land does not exceed 121 (being an increase of ten per cent in each case on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

Assistant Commissioner of Crown Lands

Lessee

131000

386133

WARD S.D.

Plan 2

Forest Reserve  
3342

OTAGO LAND DISTRICT  
WARD S.D.  
Crom Land II

CANTERBURY LAND DISTRICT

Run 528  
17,400 acres

Forest Reserve  
3342  
Scale: 80 chains to an inch

HOPKINS S.D.

CANTERBURY LAND DISTRICT

Forest Reserve  
3341

OTAGO LAND DISTRICT

Run 529

Temple Creek  
Hopkins River

EQUIVALENT METRIC  
AREA IS 7041.5302 ha

Run 528 Hopkins & Ward S.D.s

Scale 80 Chains to an Inch

Card  
Go  
shab

areas and grasses to  
between the Land  
minister's purpose  
conditions herein  
tent of rent, water  
in forests, and that  
applicable to such  
  
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n Lands.  
Leases.  
to long  
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city on which  
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ica so granted  
vent of a  
r.

131000

386433

Mortgage 23506 to *[illegible]* of *[illegible]*  
Completion of *[illegible]* produced  
21 April 1945 at 10.45 *[illegible]*

Variation of Mortgage *[illegible]* produced  
14 July 1942 B50462CFN *[illegible]*

X 19123 Memorandum of Variation of the Covenants, Conditions  
and Restrictions Contained or implied in within lease  
produced 12<sup>th</sup> September 1957 at 2.52. *[illegible]*

Transfer 205257 Alexander Grant Wigley to Hurley George  
limited produced 12<sup>th</sup> September 1957 at 3.01. *[illegible]*

256986 Certificate by Commissioner  
Canton Lands incorporating Plan 727  
Blocks II, III, and V Ward District (1150 *[illegible]*)  
shown on plan 2 hereon in the within lease  
- 9.4.1963 at 2.37pm. *[illegible]*

300604 Electricity Agreement pursuant to section  
3 of the Electricity Amendment Act 1948 and its  
amendments - 26.5.1966 at 10.18. *[illegible]*

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

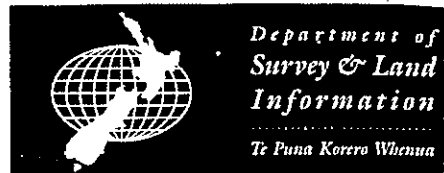
755549 Memorandum renewing the term of  
the within lease for a further period  
of 33 years commencing on 1.1.1990 and  
fixing for the first 11 years the annual  
rent at \$1,288.50, calculated on a rental  
value of \$85,900.00 - 31.5.1990 at 10.09am

A.L.R.



**APPENDIX 2**

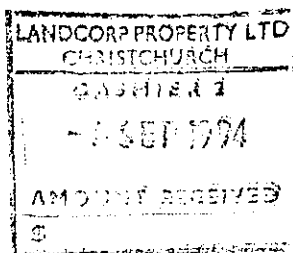
*Simon  
Caroline*



OFFICE OF CROWN LANDS

Your Reference:

Our Reference: 5200-10-D13



Charles Fergusson Building  
Bowen Street  
Private Box 170  
Wellington  
New Zealand  
Phone: 0-4-473 5022  
Fax: 0-4-472 2244

1 September, 1994

Mr S Bamford  
Landcorp Property Ltd  
Box 142  
CHRISTCHURCH

Dear Sir

**FLOOD FORECASTING SYSTEMS: RAM HILL/PEAK HILL**

Please find attached the following:

- 1 Memorandum dated 19 April 1994 from the acting District Manager/Chief Surveyor, DOSLI, Christchurch. I draw your attention specifically to the letter dated 13 April 1994 from ECNZ.
- 2 Fax dated 6 July 1994 from Phil Sheppard ECNZ.
- 3 My faxed reply dated 31 August 1994 to ECNZ.

Would you please action this matter as per the process outlined in my fax to ECNZ which has been confirmed by the Acting Commissioner.

Yours faithfully

David Gullen  
for Commissioner of Crown Lands



The District Manager  
Landcorp Property Ltd  
P O Box 596  
**TIMARU**

Copy for your information. Inevitably the Commissioner will be in touch with you. Perhaps you could have information ready that would enable him to act.

**D McGregor**  
for Acting District Manager/Chief Surveyor

Commissioner of Crown Lands  
**HEAD OFFICE**

**ATTENTION : Dave Gullen**

Copy for your information and action.

Perhaps if you have guidelines for treating such requests you could pass them on. I recall a recent case in a Crown land riverbed where we granted permission without any rental. This 'smacks' of inconsistency, and could be what ECNZ's thrust is.



**D McGregor**  
for Acting District Manager/Chief Surveyor

Your Reference:

Our Reference:

For verbal enquiries please ask for: **Mr McGregor**

State Insurance Building  
116 Worcester Street  
Private Bag 4721  
Christchurch  
Phone (03) 379-9793  
Fax (03) 366-6422

19 April 1994

Mr Ken Smales  
Group Manager  
Waitaki Group Hydro  
Private Bag 950  
**TWIZEL**

Dear Sir

**FLOOD FORECASTING SYSTEMS : WAITAKI/COLERIDGE (RAM HILL/PEAK HILL)**

Your letter of 13 April 1994 refers.

A copy of your letter has been sent to the Commissioner in Wellington for action. Doubtless he will be in touch with you in due course.

Yours faithfully

**D McGregor**  
for Acting District Manager/Chief Surveyor

The Regional Manager  
Landcorp Property Ltd  
P O Box 142  
**CHRISTCHURCH**

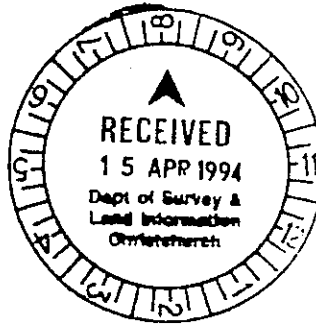
Copy for your information. Inevitably the Commissioner will be in touch with you. Perhaps you could have information ready that would enable him to act.

**D McGregor**  
for Acting District Manager/Chief Surveyor



ECNZ

13 April 1994



The Commissioner of Crown Lands  
Department of Survey and Land Information  
Private Bag 4721  
Christchurch

Dear Sir

We have recently installed flood forecasting systems in the catchments for Waitaki and Coleridge Power Schemes. These systems enable us to improve short term forecasts and consequently better use will be able to be made of the available water. This information will be shared with regional councils and NIWA which will benefit the wider community.

Two field sites are on land administered by LandCorp; viz. Ram Hill (Ohau catchment) and Peak Hill (Coleridge catchment) where LandCorp wish to charge rent of \$4,546 and \$4,300 respectively (excluding GST) for 12 years. We believe this rent to be somewhat in excess of the "commercial value" of the square metre of farm land on which the equipment is sited. How is this rent justified?

One of the values of LandCorp is integrity; in view of this and the above I ask that the rental be re-considered.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Ken Smales".

Ken Smales  
Group Manager  
Waitaki Hydro Group

ELECTRICITY CORPORATION OF NEW ZEALAND LIMITED

Private Bag 950 • TWIZEL • New Zealand 8773 • State Highway 8 • Telephone (03) 435 0818 • Facsimile (03) 435 0523  
Facsimiles Accounts (03) 435 0541 • Engineering (03) 435 0483

06/07/94

16:47

ECNZ WAITAKI TECHNICAL DEPT. TWZ

001

**ECNZ**

# Waitaki Hydro Group

**COMMERCIAL DEVELOPMENT**

## FASCIMILE TRANSMISSION

**Private Bag 950, Twizel, New Zealand, ☎ 03-435 0818**

**DATE:** Wednesday 6 July 94

**TOTAL NUMBER OF PAGES:** 3

**TO:**

**FROM:**

David Gullen  
Dept. Survey and Land Information  
Fax: 04-472 2244

Phil Sheppard  
Commercial Development Section  
Tel: 03-435 0923 (DDI) Fax: 03-435 0919

**Subject:** Flood Forecasting Systems: Ram Hill/Peak Hill

**Comments:**

David,

Further to our discussion earlier today, please find correspondence attached.

Regards,

*Phil Sheppard*

13 April 1994

The Commissioner of Crown Lands  
Department of Survey and Land Information  
Private Bag 4721  
Christchurch

Dear Sir

We have recently installed flood forecasting systems in the catchments for Waitaki and Coleridge Power Schemes. These systems enable us to improve short term forecasts and consequently better use will be able to be made of the available water. This information will be shared with regional councils and NIWA which will benefit the wider community.

Two field sites are on land administered by LandCorp; viz: Ram Hill (Ohau catchment) and Peak Hill (Coleridge catchment) where LandCorp wish to charge rent of \$4,546 and \$4,300 respectively (excluding GST) for 12 years. We believe this rent to be somewhat in excess of the "commercial value" of the square metre of farm land on which the equipment is sited. How is this rent justified?

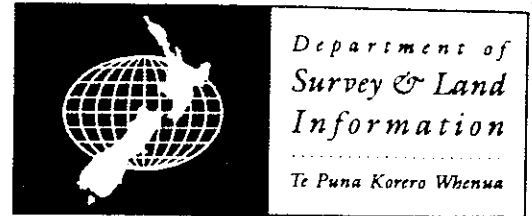
One of the values of LandCorp is integrity; in view of this and the above I ask that the rental be re-considered.

Yours faithfully,

Ken Smales  
Group Manager

**FAXED**

**OFFICE OF CROWN LANDS**



TO: Phil Sheppard  
FIRM: ECNZ - Waitaki Hydro Group  
LOCATION: TWIZEL  
FAX NO: 03 435 0919  
FROM: David Gullen  
DATE: 31 August, 1994  
FILE REFERENCE: 5200-10-D13

Charles Fergusson Building  
Bowen Street  
Private Box 170  
Wellington  
New Zealand  
Phone: 0-4-473 5022  
Fax: 0-4-472 2244

PAGE 1 OF

(If complete message is not received please phone)

**This facsimile message is confidential to the Department of Survey and Land Information and the addressee. If you have received it in error, please notify us by telephone immediately and return the original facsimile to us by mail at the address shown above. Thank you for your cooperation.**

**SUBJECT: FLOOD FORECASTING SYSTEMS: RAM HILL/PEAK HILL**

Dear Phil

I am belatedly acknowledging your fax of 6 July 1994.

As I suggested I would do, I have now asked the Commissioner of Crown Lands agent, Landcorp Property Ltd to write to you outlining the basis on which the fees have been set.

The opportunity exists then for you to either accept the fees as set or indicate specifically why you think we are incorrect. The existing fees have been approved by the commissioner not Landcorp.

Please give your comments/feedback to Landcorp (Simon Bamford) for him to review the matter and establish where the differences lie. He may decide to reassess the fee level or confirm that they are appropriate but I have asked him to provide you with a copy of his final report to the commissioner. You may then make a submission to the commissioner separately before he confirms or changes his earlier decision.

Yours sincerely

David Gullen  
for Commissioner of Crown Lands

# MEMORANDUM



**TO:** Ray Ward-Smith, Timaru  
**FROM:** Simon Bamford  
**OUR REF:** P/GEN/10/3  
**DATE:** 22 September 1994  
**SUBJECT:** ECNZ REPEATER SITES

|             |
|-------------|
| DCORP       |
| RECEIVED    |
| 23 SEP 1994 |
| Code:       |

Attached correspondence I have received from CCL giving us authority to renegotiate and settle the rental for the two sites if required.

I have also requested information from Alexandra and Blenheim regarding rentals they have charged for their sites. Will contact you again when I have received a reply from the other offices.

Regards

*Simon Bamford*  
 Simon Bamford

File Ref: 8139

23 March 1994

*The Manager  
Landcorp Property Ltd  
PO Box  
CH - Art K Mount*

Dear Sir

**ELECTRICITY CORPORATION OF NEW ZEALAND LIMITED:  
TRANSMITTER SITE**

Electricity Corporation of New Zealand Limited has been granted approval by the Commissioner of Crown Lands to install a radio repeater site on part of the Pastoral Lease, Huxley Gorge Station. The site is located on Ram Hill at map reference H38: 554745 being CT 386/33. I would be grateful if you could please give me an estimate of cost to draw up a Memorandum of Variation authorising the installation, obtaining signatories where needed from Electricity New Zealand and registration of same. Where required we would obtain the signature of the Commissioner of Crown Lands.

Note it is just for the hill top installation which will occupy an area of about one metre square and will be serviced by helicopter.

Yours faithfully  
LANDCORP PROPERTY LIMITED

R A Ward-Smith  
Manager

R1937



File Ref: 8139

24 January 1994



Mr P Sheppard  
Engineer  
Electricity Corporation of NZ Limited  
Private Bag 950  
TWIZEL

Dear Sir

**RADIO REPEATER - HUXLEY GORGE STATION**

Further to your letter of 12 October 1993 regarding the installation of a radio repeater on Huxley Gorge Station. We wish to advise that the Commissioner of Crown Lands has approved the installation.

The conditions relating to the installation are as follows:

1. The rental to be paid is [REDACTED] plus Goods and Services Tax. This is payable upon execution of a Memorandum of Variation of the Pastoral Lease authorising the installation. Some costs and disbursements will be incurred in preparation of the Memorandum of Variation.
2. The term of the consent is 12 years. The rental payable is to be one payment for this period.
3. It is subject to the continuing consent of the lessee.
4. That no actions of ECNZ will prejudice the lessee in compliance with the covenants of the Pastoral Lease.

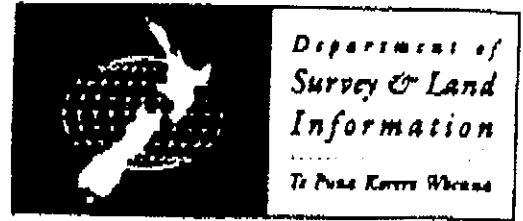
Please advise me if you agree with the above conditions so we can prepare the necessary documents.

Yours faithfully  
LANDCORP PROPERTY LIMITED

A handwritten signature in dark ink, appearing to read "R A Ward-Smith". The signature is fluid and cursive, written over a faint circular stamp or watermark.

R A Ward-Smith  
Manager

TIMARU OFFICE  
1ST FLOOR PUBLIC TRUST BLDG  
CNR CHURCH & SOPHIA STREETS  
PO BOX 564  
TIMARU, NZ  
PHONE 0-3-684 8340  
FAX 0-3-688 0407



OFFICE OF CROWN LANDS

TO: Ray Ward-Smith  
FIRM: Landcorp Property Limited  
LOCATION: Timaru  
FAX NO: 03 688 0407  
FROM: David Cullen  
DATE: 9 December 1993  
FILE REFERENCE: 5200 10 - D13  
PAGE 1 OF 1

Charles Fergusson Building  
Bowen Street  
Private Box 170  
Wellington  
New Zealand  
Phone 0-4-473 5022  
Fax 0-4-472 2244

(If complete message is not received please phone)

8139

SUBJECT: Radio Repeater - Huxley Gorge Station - Pt 139

The Commissioner of Crown Lands has approved the application on the basis that the rental be amortised to be one payment for the 12 years payable upon execution of a Memorandum of Variation of the pastoral lease authorising the installation.

David Cullen

SUBMISSION TO  
COMMISSIONER OF CROWN LANDS

LCP Ref: Pt 139

OCL Ref:

Case No:

23 December 1993

**APPLICATION:** To install a radio repeater in favour of Electricity Corporation of New Zealand on Huxley Gorge Station.

**LEASE:**

Legal Descripton: Run 528, Ward and Hopkins Survey Districts.  
Run Name: Huxley Gorge Limited  
Area: 7041.5302ha  
Lease Details: Tenure: Pastoral Lease  
Term: 33 Years from 1 January 1990  
Expiry: 31 December 2022  
Rental Review: 1 January 2001  
Rental Value: [REDACTED]  
Annual Rent: [REDACTED]

**CROWN IMPROVEMENTS:** Nil

**STOCK LIMITATION IN LEASE:** 3,410 Sheep and 121 Cattle

**PERSONAL STOCK LIMITATION:** 4,400 Sheep (incl. 1,750 B.Ewes)  
500 Cattle

**LESSEE:** Mr & Mrs A G Wigley

**LOCATION:** Ram Hill summit, (H38:554745) - Huxley Gorge Pastoral Lease.

**PROPOSAL:** Electricity Corporation New Zealand has requested to install a solar panel and radio equipment to transmit water flow information for the Hopkins River as part of the hydro electric power network in the Waitaki Valley. A request has been made to erect the repeater on Ram Hill at map reference H38:554745 on the Huxley Gorge Pastoral Lease. The installation would be made by use of a helicopter and servicing thereafter by helicopter, therefore no tracking is required. The soil disturbance will be minimal. The installation will not exceed 3 metres in height and from the river valley, would not be observeable by naked eye. It will therefore pose no environmental problems nor will it cause any soil and water implications.

**Rental:** ECNZ is a commercial operation and the Ram Hill site is strategic in enabling them to transmit their information from sites higher up the Hopkins River. The rental proposed to be [REDACTED] plus GST per annum with three year reviews.

**RECOMMENDATION:**

That consent be granted to installation of the repeater site by ECNZ on the following terms.

1. Term of the consent 12 years.
2. Rental [REDACTED] plus GST per annum.
3. Rental reviews every three years.
4. Subject to continuing consent of the lessee.
5. That no actions of ECNZ will prejudice the lessee in compliance with the covenants of the Pastoral Lease.

**Signed for Landcorp Property Ltd:**

\_\_\_\_\_  
Consultant            /   /

\_\_\_\_\_  
Manager            /   /

**Approved/Declined**

\_\_\_\_\_  
Commissioner of Crown Lands            /   /



15 OCT 1993

Code

12 October 1993

Mr Raywood Smith  
LandCorp Property Limited  
PO Box 564  
TIMARU

Dear Mr Smith

**Re: Inflow Forecasting**

One of the recommendations of the enquiry into the water shortage/power crisis of 1992 was that ECNZ should extend its network of rain and river flow gauges. The aim of extending the network is to enable ECNZ to improve short term (1 to 5 day) inflow forecasts. With this information, better use will be able to be made of the water which is available within the Waitaki catchment.

Preliminary investigations have indicated that a site on land under your control would be an ideal location on which to site a repeater. I have marked the preferred location of the repeater (on Ram Hill) on a map (reference H38:554745), and included a photograph of the site. A repeater installation would comprise a 3 m post with a solar panel and radio equipment. I have included a NIWA brochure and have circled a photograph of a typical installation on page 9.

If this meets with your approval we would like to commence installation in early November and would transport the equipment to site by helicopter.

I would like to meet with you to discuss both the project as a whole and the possibility of siting a repeater on your property. I will ring you in the near future to discuss this or you may contact me at above address or by telephone 4350 923.

Thank you.

Yours Sincerely,

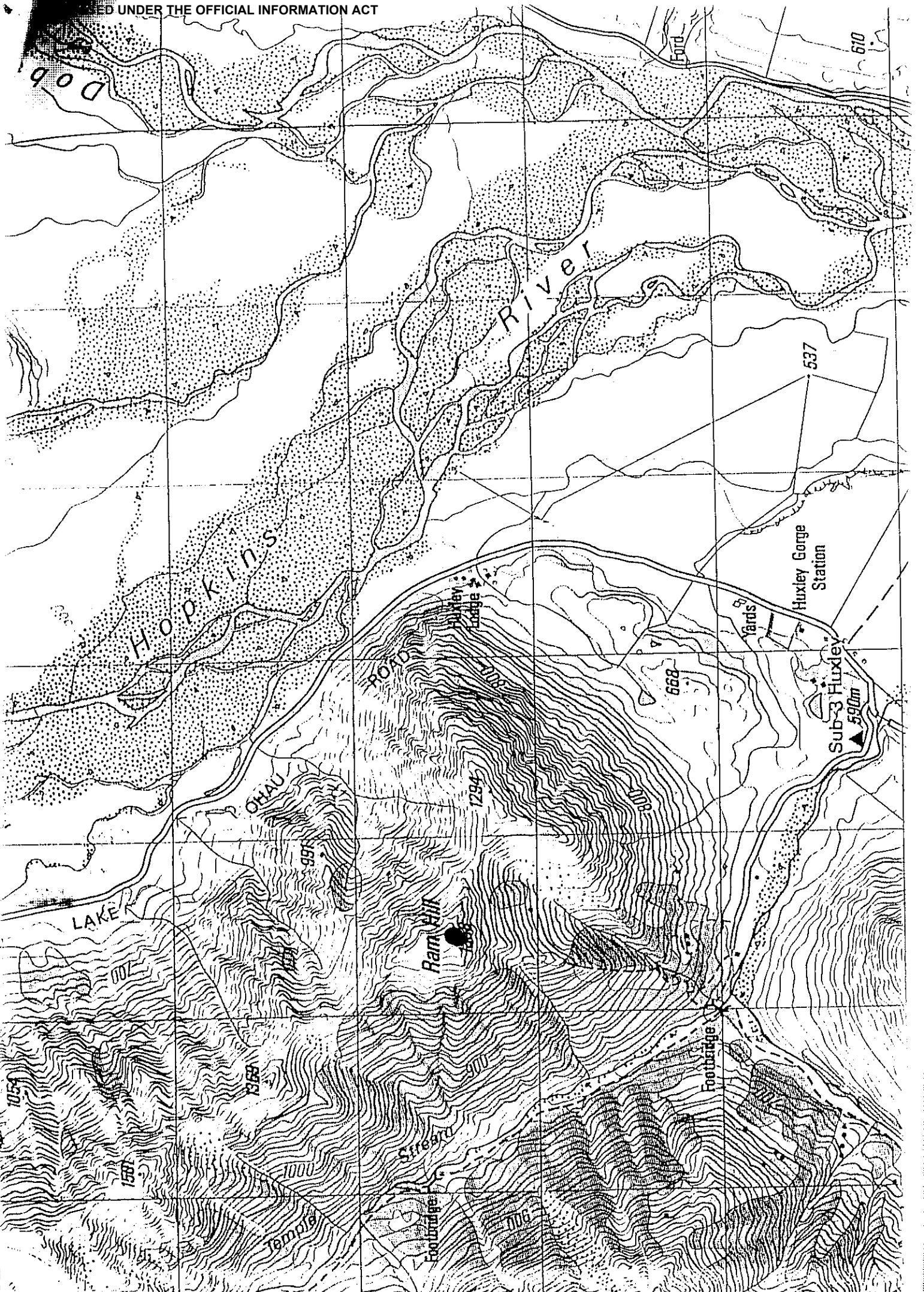
Phil Sheppard  
Engineer (P & P)  
Waitaki Hydro Group

ELECTRICITY CORPORATION OF NEW ZEALAND LIMITED

Private Bag 950 • TWIZEL • New Zealand 8273 • State Highway 8 • Telephone (03) 435 0818 • Facsimile (03) 435 0521  
Facsimiles - Accounts (03) 435 0541 • Engineering (03) 435 0483



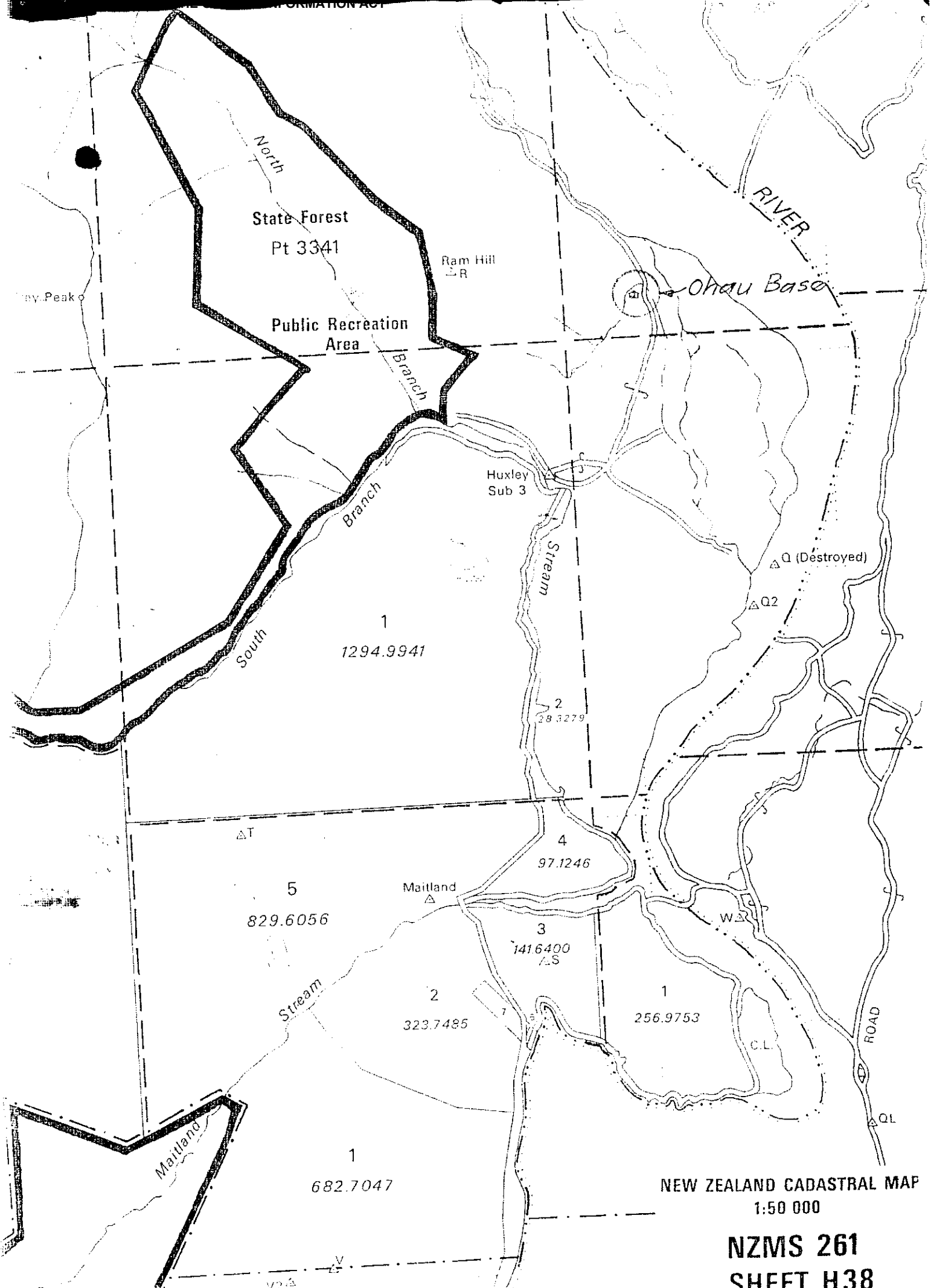
Top of Ram Hill looking up the Hopkins Valley, preferred location of repeater for rainfall stations.



**APPENDIX 3**

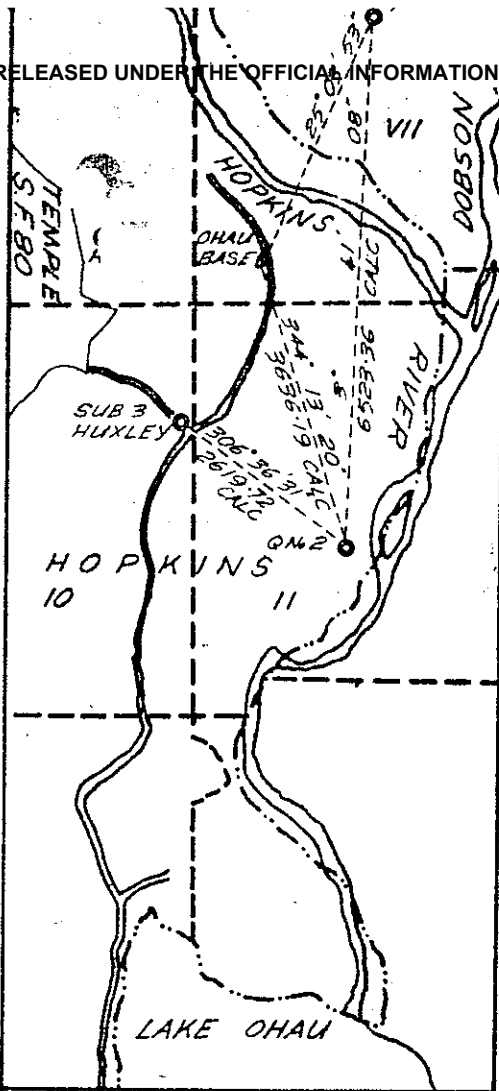
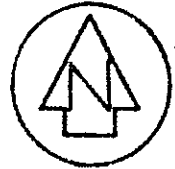




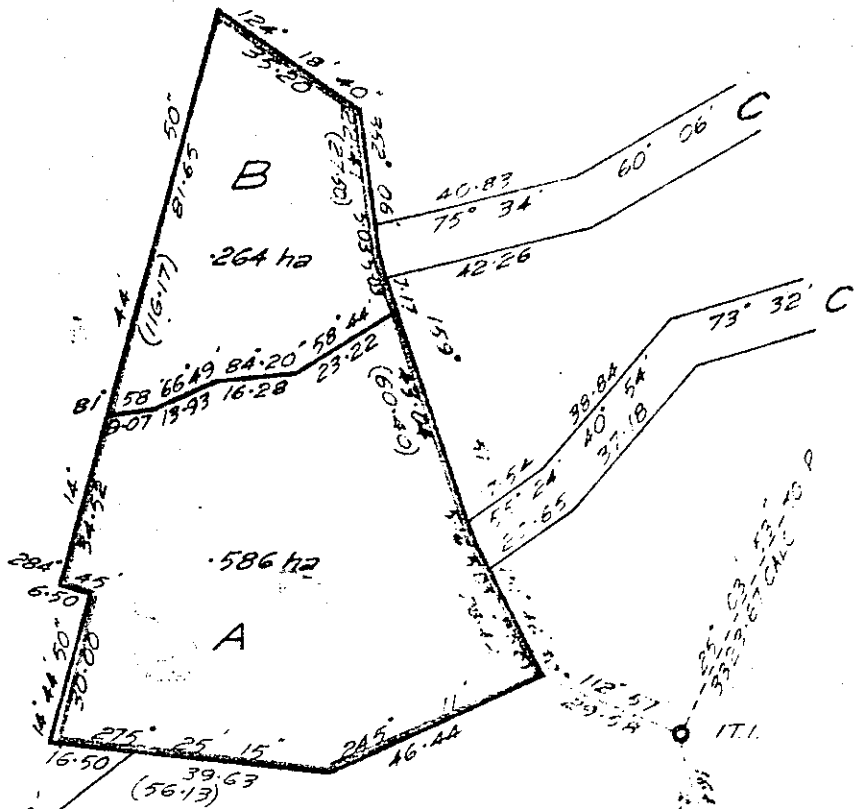


NEW ZEALAND CADASTRAL MAP  
1:50 000

**NZMS 261**  
**SHEET H38**



LOCATION DIAGRAM



PLAN SHOWING

- A OHAU BASE
- B SCHOOL CAMP
- C 10m ACCESS
- D CENTRE LINE WATER PIPE LINE

SCALE 1:1000  
 BLK VII HOPKINS S.D.  
 F.B. 31 Pages 39-45

P. 149.

FS E.5



# New Zealand Forest Service

Telegrams "Forestry" - Telex 4410 - P. O. Box 25022, Victoria,  
CHRISTCHURCH.

FS 9/39/1  
KML:JOM  
7 April 1981

3 APR 1981

Department of Lands and Survey  
P O Box 896  
DUNEDIN

Attention: Mrs Bond

LEASE FOR N.Z. FOREST SERVICE BASE: OHAU

Your P149.

Attached is a draft of the proposed lease for the Ohau Base. I have asked for approval for it from my Head Office. I would be grateful if you would let me have the details for the description of the Pastoral Lease.

K M LAMB  
for J W Levy  
Conservator of Forests

Attach.

NEW ZEALAND FOREST SERVICE

Lease For: Staff Accommodation

Huxley Gorge Station

THIS LEASE made the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ between ALEXANDER G WIGLEY of Huxley Gorge Station, a farmer (hereinafter called "the Lessor", which expression shall, where the context so admits, include the person or persons for the time being entitled to the reversion immediately expectant upon the determination of the term hereby created), of the one part AND HER MAJESTY THE QUEEN acting by and through the Conservator of Forests for the Canterbury Conservancy pursuant to a written delegation by the Minister of Forests (hereinafter called "the Lessee") of the other part.

WHEREAS:

I The Lessor is the registered proprietor of a Pastoral Lease of Pastoral Land under the Land Act 1948 over all that piece of land containing \_\_\_\_\_ hectares, more or less, situated in \_\_\_\_\_

Waitaki County and being the land comprised and described in Pastoral Lease number P 149 registered as volume folio Ctago Registry (hereinafter referred to as "the said land").

II The Lessor has agreed to lease and the Lessee has agreed to take on lease for the purpose hereinafter mentioned those parts of the said land containing in all 8 500 square metres, more or less, as shown bordered in red on the plan annexed hereto (hereafter referred to as "the premises") and the Land Settlement Board has consented to *the transaction*

WITNESSETH AS FOLLOWS:

1 The Lessor hereby demises unto the Lessee, the premises for the purpose of erecting and maintaining thereon buildings for the accommodation of staff and employees of the New Zealand Forest *with the consent of the Land Settlement Board as evidenced by the signature at the foot hereof*

Service, together with full right and liberty for the Lessee and all persons acting for or on behalf of the Lessee with or without vehicles at all times and for all purposes connected with the premises, to pass and repass to and from the premises or any part thereof over the said land along the access road as shown on the attached plan. To HOLD the same unto the Lessee from the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ until expiry of Pastoral Lease number P 749, unless sooner determined as hereinafter provided PAYING THEREFOR the yearly rental of ten dollars

██████████

2 Notwithstanding the term hereby granted, either party hereto may determine this lease by giving the other party six months' notice in writing to that effect without prejudice to any claim which either party may have against the other in respect of any antecedent break of any covenant or condition hereof.

3 The Lessee shall have the following rights:

- (a) To erect and maintain on the premises, such temporary buildings and other structures as She may require for the purpose of maintaining living accommodation thereon.
- (b) To erect and maintain a fence round the said buildings and structures on the premises which will exclude cattle, but not sheep.
- (c) To erect and maintain power lines across the said land for the purpose of supplying power to the premises.
- (d) To maintain an access road across the said land to the premises as shown on the plan annexed hereto.
- (e) To erect further temporary buildings, but only with the written consent of the Lessor and Commissioner of Crown Lands for the Otago Land District, previously obtained.

PROVIDED THAT all costs and expenses incurred in connection with the erection and maintenance of any such building, structure, fence, power line and access road, including such gates as shall be required, shall be borne by the Lessee.

At the determination or surrender of the term hereby granted, the Lessee shall have the right to remove all buildings, structures, fences, power lines and equipment erected on or brought on to the premises within the period of three months after such determination or surrender.

5 In the event of the Lessor agreeing to sell the lease of the said land, the Lessor shall, as soon as practicable, notify the Lessee in writing thereof and shall likewise notify the purchaser of the rights granted to the Lessee by this lease.

IN WITNESS WHEREOF these presents have been executed the day and year first above written.

SIGNED BY: ALEXANDER G WIGLEY .....

in the presence of:

Witness: .....

Occupation: .....

Address: .....

SIGNED BY: the Conservator of Forests for the Canterbury Conservancy for and on behalf of HER MAJESTY THE QUEEN .....  
Conservator of Forests

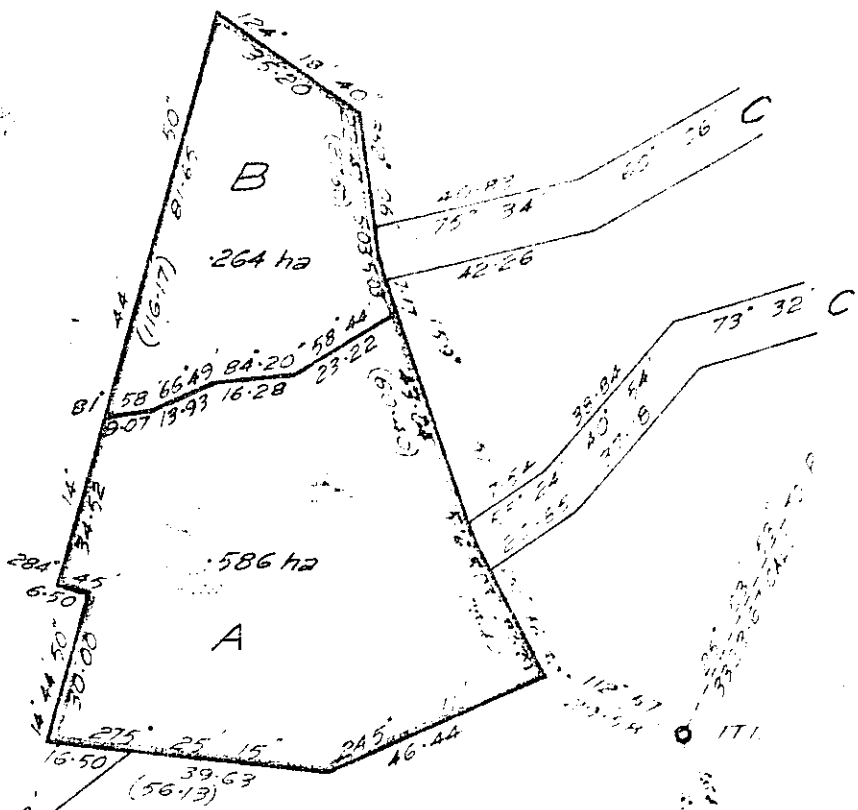
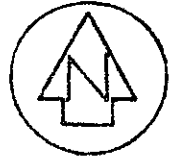
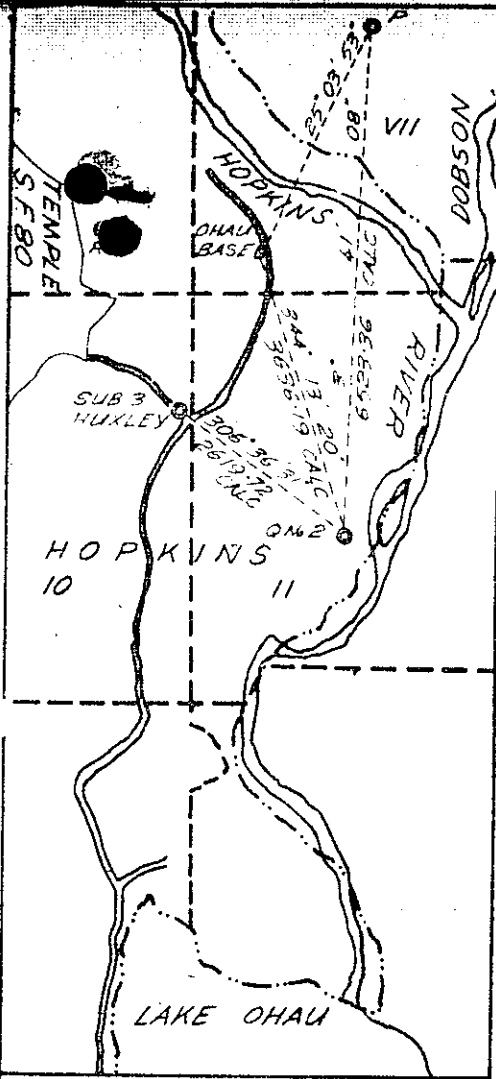
in the presence of:

Witness: .....

Occupation: .....

Address: .....

*Signed for and on behalf of the Land Settlement Board by the Assistant Commissioner of Crown Lands for the Land District of Otago in the presence of*



LOCATION DIAGRAM

PLAN SHOWING

- A OHAU BASE
- B SCHOOL CAMP
- C 10m ACCESS
- D CENTRE LINE
- WATER PIPE LINE

SCALE 1:1000  
 BLK VII HOPKINS S.D.  
 F.B. 31 Pages 39 45



LANDS AND SURVEY  
DUNEDIN  
RECEIVED  
12 MAY

FS E.5



# New Zealand Forest Service

Telegrams "Forestry" - Telex 4410 - P. O. Box 25-022, Victoria  
CHRISTCHURCH

FS 37/1/39/1  
Yr F149  
KML:YDM  
4 May 1982

The Commissioner of Crown Lands  
Department of Lands and Survey  
PO Box 896  
DUNEDIN

Attention: Miss Bloxham

PROPOSED LICENCE : CHAU BASE

Your letter of 15 May 1981 refers. Mr Wigley has decided not to sign a formal licence, but is quite prepared to let our base remain on its present basis.

Thank you for your help in drafting a suitable document. The help was much appreciated.

K M Lamb  
for J W Levy  
Conservator of Forests

*KMLB*  
©

**APPENDIX 4**

# Twizel Area School

Mt Cook Street  
TWIZEL

Phone (03) 4350 650

Fax (03) 4350 795

Principal: Ron Ballantyne

RECEIVED

10 NOV 1998

Ray Ward-Smith  
Knight Frank (NZ) Ltd  
Timaru

November 9, 1998.

Dear Ray

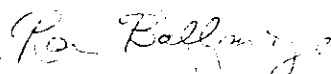
## RE STATUS OF HUXLEY LODGE LAND

My Board Chairman and I have been in contact with Mr Ken Wigley of Glen Lyon station, and talked about the future status of the land on which our outdoor education facility, Huxley Lodge, is situated.

Mr Wigley has told us that he would support the school being given permanent legal access rights to the land in some form as part of the land tenure review process, and will be writing to you to this effect. Twizel Area School is also keen for this to occur. I understand that this letter is sufficient notice for the matter to be considered when the review goes ahead.

Please do not hesitate to contact me if there is more information or input required. We are looking forward to a successful conclusion to this matter.

Yours sincerely

  
Ron Ballantyne  
Principal



File Ref : Pt 106 & Pt 139

LAND RESOURCES DIVISION

1st Floor, Public Trust Building  
Cnr Church & Sophia Streets  
PO Box 564  
TIMARU  
Telephone (03) 684-8340  
Facsimile (03) 688-0407

26 January 1999

Mr Ken Wigley  
Huxley Gorge station  
PO Box 11  
TWIZEL

Dear Ken

Your letter of 18 January 1999 regarding the school camp on Huxley is hereby acknowledged. If and when Twizel school present a lease agreement for the school camp site, it will be presented to the Commissioner with your acknowledgement of agreement.

Yours faithfully  
KNIGHT FRANK (NZ) LIMITED

R A WARD-SMITH  
MANAGER - TIMARU

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of America  
Zimbabwe

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

INTERNATIONAL PROPERTY CONSULTANTS

26 JAN 1999

PT 139  
PT 139.01

RECEIVED

Harley Lodge

~~Glen Lyell~~ Station

P.O. Box 11

Twizel

Telephone (03) 438-9644

18/1/99

Mr. R. Ward Smith,

Dear Ray,

I am writing to you regarding the school camp at Harley.

I agree to a long term lease of the area now being used by the Twizel school.

The peppercorn rent is to be reviewed after five years.

I am very pleased to be able to help the Twizel school and hope the future goes well.

Yours sincerely

Ken Wylie



File Ref: Pt 139, Pt 139.01

LAND RESOURCES DIVISION

27 January 1999

1st Floor, Public Trust Building  
Cnr Church & Sophia Streets  
PO Box 564  
TIMARU  
Telephone (03) 684-8340  
Facsimile (03) 688-0407

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

Attention : Mr R W Lysaght

Dear Sir

**TWIZEL AREA SCHOOL**

I have received a letter from the principal of Twizel Area School requesting that we take into consideration the school camp situated on Huxley Gorge Pastoral Lease at the time tenure review is being considered. I have also received a letter from Mr Ken Wigley, the lessee, stating that he would agree to a long-term lease of the area now being used by the Twizel School.

This is an historic occupation adjacent to the former Forest Service Camp, now occupied by Department of Conservation. I am not aware of the history of either site except to know that they have been there for some considerable time and were known to the Department of Lands and Survey.

Please advise if you require a special report on the sites otherwise I would anticipate you would require any matters to be dealt with during the tenure review process.

Yours faithfully  
KNIGHT FRANK (NZ) LIMITED

R A WARD-SMITH  
MANAGER - TIMARU

s:\g-IRD\wp\wardsmir\R9027

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INTERNATIONAL PROPERTY CONSULTANTS

PT 139.01

15 JUN 1999

PT 139

Our Ref: -CPL/04/10/12718-ZCH

Your Ref:



9 June 1999

Mr R A Ward-Smith  
 Manager  
 Knight Frank NZ Limited  
 P O Box 564  
 Timaru

Dear Ray

Twizel Area School : Huxley Gorge

Thank you for your letter of 27 January 1999.

I have noted this matter for report during tenure review as I do not see the need for a special report at this time.

Yours faithfully

R W Lysaght  
 Crown Property Contracts

Christchurch Regional Office  
 Torrens House  
 195 Hereford Street  
 Private Bag 4721  
 DX WP20033  
 Christchurch  
 New Zealand  
 Tel 64-3-379 9793  
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