

Crown Pastoral Land Tenure Review

Lease name : Mt BENDER

Lease number : PO 245

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.

June 09

PASTORAL LEASE
LAND TENURE
REVIEW

DUE DILIGENCE

MOUNT BENDER

**DUE DILIGENCE REPORT - MOUNT BENGER
CROWN PASTORAL LAND PRE TENURE REVIEW ASSESSMENT STANDARD 6**

File Ref:	CON / 50272 / 09 / 12524 / A-ZNO	Report No:	Q V V 203	Report Date:	9 January 2002
Accredited Supplier:	ABERCROMBIE & ASSOCIATES LTD	LINZ Case No:		Date sent to LINZ	13/1/2002

RECOMMENDATIONS

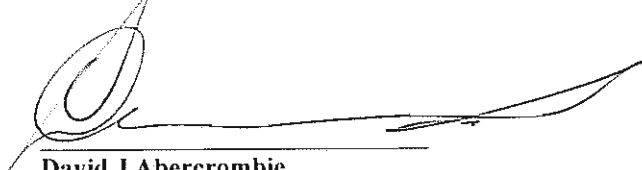
- 1 That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
- 2 That the Commissioner of Crown Lands or his delegate note the following incomplete actions which require action by the Manager, Crown Property Management [*or other party*];

Details of incomplete actions requiring completion by the CCPO or other party:

Land for marginal strip along Washpool Creek was removed from the lease pursuant to Sections 24(9) & (F), Conservation Act 1987 [SO 1165], on renewal by 835391 with no derived reduction of the "title area". Notwithstanding the lessee agreeing to the conditional lease renewal, there is no known record of compensation having been paid to the lessee for the dispossession.


Tenure review process had previously commenced but was discontinued at lessee instigation probably due to differences with Department of Conservation as to potential areas to be retained for conservation and allied values.

Signed by Sub-contractor:



David J Abercrombie
Nominated Person for Accredited Supplier

Signed by contractor:



Barry Dench
Team Leader for Tenure Review
Quotable Value [Valuations]

Approved / Declined

[pursuant to a delegation from the Commissioner of Crown Lands] by:

_____]

Date of decision: / /

1 Details of lease:

Lease name: Mount Bengier

Location: South-eastern flanks of Old Man Range, approximately 9km from Roxburgh

Lessee: G M Eckhoff

Tenure: Pastoral lease of pastoral land pursuant to the Land Act 1948.

Term: 33 years from 1 July 1960. The lease was renewed for a further 33 years as at 1 July 1993

Annual rent: \$1950

Rental value: \$130 000

Date of next review: 1 July 2004

Land registry Folio Ref: OT386/145 [See copy at appendix 1]

Legal description: Run 509, situated in Teviot Survey District, Otago Land District

Area: 1740.1483 ha [by title metric conversion]

2 File Search

Files held by accredited supplier on behalf of LINZ:

File reference	Volume	First folio number	Date	Last folio number	Date
P 245	I	1	23/09/1910	289	19/01/1962
[previously PR1383 then PR 1772]					
P 245	II	290	22/01/1962	399	30/10/1987
P 245	III	400	21/12/1988	524	22/06/2000
Po 245		1	22/08/2000	4	06/09/2001
[Also known as CON/50213/09/12524/A-ZNO]					

Other relevant files held by LINZ

File reference	Volume	First folio number	Date	Last folio number	Date
Nil sourced					

Folios relating to uncompleted actions are:

File reference	Volume	Folio number	Date
P 245	III	415	13 April 1992
P 245	III	417	13 May 1992
P 245	III	418	24 July 1992
P 245	III	421	18 August 1992
P 245	III	424	7 September 1992
P 245	III	426	12 November 1992
P 245	III	432	23 November 1992
P 245	III	438	1993 ?
P 245	III	459	28 May 1993
P 245	III	452	1 June 1993
P 245	III	465	6 December 1993
P 245	III	468	13 January 1994

For further details see Section 8 of this due diligence report.

3 Summary of lease document

Terms of lease

Lease number:	P 245	
Commencement date:	1 July 1960	
Renewal instrument number:	835391	<i>[See copy at appendix 2]</i>
Lease stock limits:	1650 sheep	
Memorandum of Variation	431951	<i>[See copy at appendix 3]</i>
Any non-standard conditions	There are no non-standard conditions	

Area adjustments

The area comprising the Marginal Strips have not been deducted from the area of land leased except through application of Part IV of the Conservation Act on renewal of the lease by 835391 - See details at appendix 4.

Registered interests

SUBSTANTIAL INTEREST	SUMMARY
431951 - Certificate of alteration	Varying terms of lease - for further details see appendix 3.
622703/7 - Memorandum of transfer	To current lessee with CCL consent
764502.3 - Mortgage to Rural Banking and Finance Corporation of NZ	Personal to lessee
835391 - Renewal of lease	In accordance with provisions of lease - for further details see appendix 2.

Unregistered interests

INTEREST	SUMMARY
Recreation permits	There is believed to be no record on file of any recreation permits over the lease
Unsecured debts	None known
Marginal strips	Marginal strip exists along Washpool Creek pursuant to Sections 24(9) & (F) Conservation Act 1987 [as shown on SO 1165] - for further details see appendix 4.

4 Summarise any Government programmes approved for the lease:

Believed to be not applicable.

5 Summary of Land Status Report

The land the subject of this report is Crown Land subject to Pastoral Lease P 245 as certified by the Chief Surveyor, Dunedin.

A copy of the certified land status report is appended as Schedule A.

6 Review of topographical and cadastral data

Telecommunications facilities	Believed to be not applicable
Electricity transmission facilities	Believed to be not applicable
Historic places	Believed to be not applicable
Discrepancies between fenced and legal boundaries	Believed to be not applicable
Formed Roads	Within the leased boundary, the various roads do not follow a legal road
Paper roads	Exist but are not formed
Marginal strips	There are marginal strips along Washpool Creek pursuant to Sections 24(9) & (F) Conservation Act 1987 [as shown on SO 1165] - for further details see appendix 4.
Other [specify] - An airstrip is shown in the northeast quadrant of the lease	The presumption is that the facility exists for lessee use

[See copy of cadastral plan and topographical map at appendix 5]

7 Details of any neighbouring Crown or conservation land

In a clockwise manner the Crown [including land of the crown] or conservation land adjoining/adjacent to the land the subject of this report is:

Sections 77 & 80, Block VIII, Teviot SD

SITUATION	STATUS
North of leased land	Crown Land subject to Pastoral Lease as recorded in register volume OT11B/1148 - see also as below

Run 689 and 690, Teviot SD

SITUATION	STATUS
South of leased land	Crown Land subject to Pastoral Lease as recorded in register volume OT338/150

Section 3, SO 23793

SITUATION	STATUS
West of leased land	Conservation purposes by Gazette 1998 page 4351

Section 76, Block VIII, Teviot SD

SITUATION	STATUS
Northwest of leased land	Crown Land subject to Pastoral Lease as recorded in register volume OT11B/1148 - see also as above

8 Summarise any uncompleted actions or potential liabilities

Your attention is drawn to the following:

Land for marginal strip along Washpool Creek was removed from the lease pursuant to Sections 24(9) & (F) Conservation Act 1987 [as shown on SO 1165] on renewal by 835391 with no derived reduction of the "title area". Notwithstanding the lessee agreeing to the conditional lease renewal, there is no known record of compensation having been paid to the lessee for the dispossession.

- For further details see appendix 4.

Tenure review process had previously commenced but was discontinued at lessee instigation probably due to differences with Department of Conservation as to potential areas to be retained for conservation and allied values.

- For further details see appendix 6.

ATTACHMENTS

- Schedule A Land status report
- Appendix 1 Register volume copy of pastoral lease
- Appendix 2 Memorandum of renewal of lease
- Appendix 3 Memorandum of variation of lease
- Appendix 4 Copy of SO 1165 and file search summary comprising copy of relevant supporting folio(s) referenced in this due diligence report
- *Marginal strip*
- Appendix 5 Cadastral plan and topographical map of pastoral lease
- Appendix 6 File search summary comprising copy of relevant supporting folio(s) referenced in this due diligence report
- *Previous tenure review process*

ABERCROMBIE AND ASSOCIATES LIMITED

PROPERTY MANAGERS AND CONSULTANTS

P O BOX 5056
 MORAY PLACE
 DUNEDIN

PHONE (03) 471 9496
 FACSIMILE (03) 471 9455
 EMAIL office@abercrombie.co.nz

C:\DATA\CONSULT\CLIENT\QVNZ\CONTRACT2002\CS Status Cert Mt Benger.wpd

This report has been prepared on the instructions of Crown Property Management, Land Information New Zealand, and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

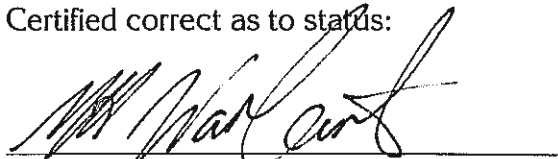
LAND STATUS REPORT	MOUNT BENDER P245	[LIPS Ref. 12524]
Property	1	of 1

Land District	Otago
Legal Description	Run 509, Teviot Survey District
Area	1740.1483 ha [title metric conversion]
Status	Crown Land subject to Pastoral Lease P245
Instrument of Lease	Reg Vol OT386/69 registered in Land Transfer Office but not under Land Transfer Act
Encumbrances	Subject to Marginal Strip along Washpool Creek pursuant to sections 24(9) and 24(F), Conservation Act 1987 [shown marked A - B on SO Plan 1165]. Pursuant to Section 24(F), Conservation Act 1987 the bed of the Washpool Creek for the same extent [A - B, SO 1165] remains in Crown ownership.
Mineral Ownership	Crown [see comment below]
Statute	Land Act 1948, Crown Pastoral Land Act 1998

Data Correct as at:	7 December, 2001
Accredited Supplier certification	As attached

Prepared by	David J Abercrombie
Crown Accredited Supplier	Abercrombie & Associates Ltd

Certified correct as to status:



Chief Surveyor
 Land Information New Zealand, Dunedin

17/12/2001

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

Tenure review process had previously commenced but was discontinued at lessee instigation probably due to differences with DoC as to potential areas to be retained for conservation and allied values.

Research Data: Some items may not be applicable

SDI Print obtained	Yes [See attached]
NZMS 261 Ref	G 43
Local Authority	Central Otago District Council
Crown Acquisition Map	Yes To determine agreement for purchase from Ngai Tahu
SO Plan	1165 [See evidence attached]
Relevant Gazette Notices	Not applicable
CT Reference / Lease Reference	Pastoral Lease P 245, Reg Vol OT386/69 Lease renewed by 835391 NOTE: For history of land see below [See evidence attached]
Legislation Cards	Not applicable
CLR	Yes [See evidence attached]
Allocation Maps (if applicable)	Not applicable
QVNZ Reference	28472/29000
Crown Grant Maps	Yes - There are no references for the subject property

Research - continued

If Crown land - Check Irrigation Maps.	Yes There are no references for the subject property
Mining Maps	Yes There are no references for the subject property
Other Relevant Information a) Concessions - Advice from DoC or Knight Frank b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership d) Other Info	a) Nil <i>[See evidence attached from DoC]</i> b) Only on divestment of freehold or a lease of fifty years or greater by LINZ as a Crown Body c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition from Ngai Tahu by way of the Kemp Purchase. d)

History of ownership:

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

No record of crown grants having been made

Selected for lease and PL 1383 granted as at 20 September 1910 [No registration].

On surrender, PL 1772 granted as at 1 March 1925 as recorded in register volume OT336/69.

On expiry, P245 granted as at 1 March 1960 as recorded in register volume OT386/145 [Note: title metric conversion shows an area of 1740.1483 ha while a more accurate calculation would result in an area of 1740.1498 ha].

Status, description of land and area are now as indicated above.



**COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy


R.W. Muir
Registrar-General
of Land

Identifier OT386/145
Land Registration District Otago
Date Registered 24 May 1960 01:43 pm

Prior References
OT336/69

Type	Lease under s83 Land Act 1948	Term	Thirty-three years, commencing on the first day of July one thousand nine hundred and sixty and renewed for a further period of 33 years commencing on 1 July 1993
Area	1740.1483 hectares more or less		

Legal Description Run 509
Proprietors
Gerrard Mortland Eckhoff

Interests

431951 Certificate of Alteration varying the terms of the within Lease - 30.10.1974 at 2.24 pm
764502.3 Mortgage to Rural Banking and Finance Corporation of New Zealand - 2.10.1990 at 10.02 am
835391 Renewal of Crown Lease fixing (for the first 11 years) the annual rent at \$1,950.00 calculated on a rental value of \$130,000.00 - 3.8.1993 at 9.21 am



**COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952**



Historical Search Copy

Identifier OT386/145
Land Registration District Otago
Date Registered 24 May 1960 01:43 pm

Prior References
OT336/69

Type	Lease under s83 Land Act 1948	Term	Thirty-three years, commencing on the first day of July one thousand nine hundred and sixty and renewed for a further period of 33 years commencing on 1 July 1993
Area	1740.1483 hectares more or less		

Legal Description Run 509

Original Proprietors
Gerrard Mortland Eckhoff

Interests

431951 Certificate of Alteration varying the terms of the within Lease - 30.10.1974 at 2.24 pm
764502.3 Mortgage to Rural Banking and Finance Corporation of New Zealand - 2.10.1990 at 10.02 am
835391 Renewal of Crown Lease fixing (for the first 11 years) the annual rent at \$1,950.00 calculated on a rental value of \$130,000.00 - 3.8.1993 at 9.21 am

Registered in the LAND REGISTRY OFFICE
but not under the LAND TRANSFER ACT.

LAND DEEDS

Volume CL
Page CChas

NEW ZEALAND 24 MAY 1960

OTAGO
LAND DISTRICT

Entered in the Register-book, Vol. 386 fo
143
15
101
the 24 day of May
1960, at 1.4 o'clock
M. J. O'Connell
Clerk

Issued as a Renewal of (or in Exchange for) Lease

registered in Vol. 336 fol. 69
Image Quality due
to Condition
of Original

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. F.245

This Deed, made the first day of March one thousand nine hundred and sixty between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and DAVID BELL of Roxburgh, Farmer as to a half share and PHILIP EARLY FUYRSE-BROOK of Roxburgh in the Dominion of TIGON, and THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF NEW ZEALAND LIMITED a duly incorporated company having its registered office at Dunedin jointly interested as to a half share as tenants in common in equal shares (who, with his executors, administrators, and persons hereinafter referred to as "the Lessee") of the other part, that, in consideration of the rent hereinafter reserved, and of conditions, and agreements herein contained or implied and on the Lessee to be paid, observed, and performed, the Lessor doth here lease unto the Lessee All that piece or parcel of land admeasurement 4,300 rods and perches, a little situated in the Land District of Otago Run 508, Teviot Survey District

Diagram on separate sheet.

(hereinafter referred to as "the said land"), as the same is more delineated in the plan drawn hereon and therein coloured red together with the rights, easements, and appurtenances thereto to HOLD the said premises intended to be hereby demised unto the term of thirty-three years, commencing on the first day of July one thousand nine hundred and sixty the period between the date of this lease and the aforesaid July, one thousand nine hundred and sixty. Yielding and paying therefor during the said term unto the Department and Survey at the Principal Land Office for the said Land Otago the clear annual rent of One hundred forty-five pounds (£145) without demand by equal half-yearly payments in advance on 1 January and the 1st day of July in each and every year during the term of the lease. And also paying in respect of the improvements specified hereunto the sum of (£) by a deposit of (£) (the receipt of which sum is hereby acknowledged) by and (£) half-yearly and pence (£) on 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 herebefore named in that behalf; and also will pay and discharge assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land 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.
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 "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, 1955.
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 Rabbits Noxious Act, 1955.
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 a 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 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 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 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 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 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 royalty) as the Commissioner thinks fit, fell, fell, 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 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 for 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, 1955, burn any tussock, scrub, fern, or grass on the said land or on any adjoining land which is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating 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.
12. 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 or in any adjoining land which is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or for the purpose of destroying any such animals: 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 being used as a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building or 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, erect any building or buildings on the said land, but not otherwise.

- 384145
- (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 bush 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 grass 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 Lessee and the Commissioner 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 a total of one ewe for every 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 expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of any moneys due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 116 of the Land Act, 1948, declare this lease to be void 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 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

Nil

In witness whereof the Commissioner of Crown Lands for the Land District of Waikato, on behalf of the Lessor, hath signed and sealed these presents and the Lessee, William David Bell, hath signed and sealed these presents in the presence of the following witnesses:

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

Witness: [Signature]
 Occupation: [Signature]
 Address: [Signature]

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

Witness: [Signature]
 Occupation: [Signature]
 Address: [Signature]

[Signature]
Deputy Commissioner of Crown Lands

W. D. Bell

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

Witness: [Signature]
 Occupation: [Signature]
 Address: [Signature]

Phyllis Hayshe-Eliot

~~The Common Seal of The Trustees Executors and Agency Company of New Zealand Limited was hereunto affixed in the presence of—~~

~~Director
General Manager~~

- (f) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked, if the number of sheep depastured on the said land does not exceed 1650 inclusive of 660 ewes (being an increase on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may, in his absolute discretion, permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable.

[Signature]
Deputy Commissioner of Crown Lands.

W. D. Bell
Lessee.

Phyllis Hayshe-Eliot
Lessee.

The Common Seal of The Trustees Executors and Agency Company of New Zealand Limited was hereunto affixed in the presence of:

[Signature] Director
[Signature] General Manager

386/1c

between the lands
and the water
to which and that

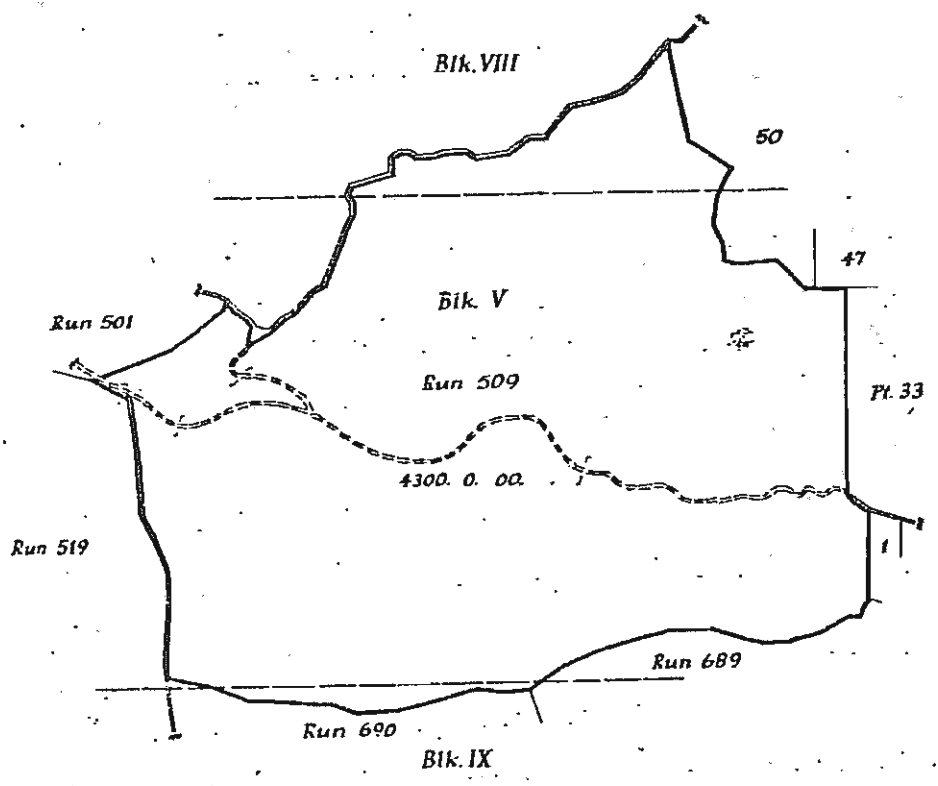
belongs to his

of the

Lessee.

Lessee.

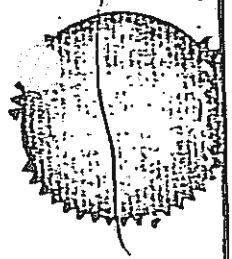
as long as the
of the
by notice in
to do,
particularly
hereunder.



EQUIVALENT METRIC
AREA IS 1740.1483 ha

Run 509 Teviot S.D

Scale: 40 chains to an inch.



C.T. 386/145

243855: Transfer of their share Phyllis Fanny
Nuysholt-Eliot and The Trustless Executors and
Agency Company of New Zealand Limited to
Diana Cecilia Bell & Roxburgh, married
woman. Produced 14.3.1962 at 2:40 pm
J. McCreary A.L.R.

DISCHARGED
23 OCT 1974

243856: Diana Cecilia Bell and
William David Bell to Phyllis Fanny
Nuysholt-Eliot The Trustless Executors
and Agency Company of New Zealand
Limited. Produced 14.3.1962 at 2:41 pm
J. McCreary A.L.R.

Variation of Mortgage 243856 - 12.6.1967 at 2:24 pm
E. McCreary A.L.R.

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.
J. McCreary A.L.R.

431951 Certificate of Alteration
varying the terms of the within
Lease - 30.10.1974 at 2.24 pm
R. McCreary A.L.R.

431952 Transfer to Benger Station
Limited - 30.10.1974 at 2.28pm
R. McCreary A.L.R.

431953 Mortgage to William David
Bell and Diana Cecilia Bell in
shares - 30.10.1974 at 2.29 pm
R. McCreary A.L.R.

487446 Mortgage to The Rural Banking
and Finance Corporation of New Zealand
- 7.11.1977 at 11 OCT 1984
J. McCreary A.L.R.

496949 Mortgage to The Rural Banking
and Finance Corporation of New Zealand
- 26.5.1978 at 1 FEB 1983
J. McCreary A.L.R.

532398 Mortgage to The Rural Banking and
Finance Corporation of New Zealand -
1.4.1980 at 3 OCT 1984
J. McCreary A.L.R.

549092 Variation of Mortgage 487446 -
12.2.1981 at 9.47 am
J. McCreary A.L.R.

386/145 **DISCHARGED**
564726/1 Mortgage to Chicago Savi
2.11.1981 at 11.17 am
J. McCreary A.L.R.

DISCHARGED
564726/2 Mortgage to The Natio
New Zealand Limited 2.11.1981
J. McCreary A.L.R.

564726/4 Memorandum of Priority
Mortgage 564726/1 as first Mort
487446 as second Mortgage, Mortg
as third Mortgage, Mortgage-5323
Mortgage - 2.11.1981 at 11.17 a
J. McCreary A.L.R.

DISCHARGED
576857 Land Improvement Agreeemer
Soil Conservation and Rivers Cor
1941 - 4.6.1982 at 11.17 am
J. McCreary A.L.R.

622703/7 Transfer to Gerrar
Eckhoff of Mount Benger far
- 1.10.1984 at 10.41 am
J. McCreary A.L.R.

624003/2 Mortgage to David Evans
and Frank Paul Evans - 19.10.1984
J. McCreary A.L.R.

624003/3 Mortgage to Norman Gerrar
- 19.10.1984 at 11.18 am
J. McCreary A.L.R.

630756/1 Mortgage to The Rural Ba
Finance Corporation of New Zealan
27.2.1985 at 11.30 am
J. McCreary A.L.R.

630756/2 Memorandum of Priority r
Mortgage 630756/1 as first Mortga
624003/2 as second Mortgage, Mort
as third Mortgage - 27.2.1985 at
J. McCreary A.L.R.

764502/3 Mortgage to Rural Ba
J. McCreary A.L.R.

C.T. 386/145

764502/4 Memorandum of Priority ranking
Mortgage 764502/3 as first mortgage,
Mortgage 624003/2 as second mortgage
and Mortgage 624003/3 as third mortgage
- 2.10.1990 at 10.02 am



A.L.R.

774517 Transfer of Mortgage 624003/2
to Frank Paul Evans and Robert Cameron
White - 7.3.1991 at 10.17 am

Jumavett

AIR

792429/1 Transfer of Mortgage 624003/2 to
Gerrard Mortland Eckhoff - 14.11.1991 at 10.09am

DISCHARGED
8 1111 1990
971180.1

792429/4 Mortgage to Frank Paul Evans and Robert
Cameron White - 14.11.1991 at 10.09am

A.L.R.

792429/5 Memorandum of Priority ranking Mortgage
792429/4 as a first mortgage and Mortgage
764502/3 as a second mortgage - 14.11.1991
at 10.09am

A.L.R.

A.L.R.

835391 Memorandum renewing the term of the
within lease for a further period of 33
years commencing on 1 July 1993 and fixing
(for the first 11 years) the annual rent at
\$1,950.00 calculated on a rental value of
\$130,000.00 - 3.8.1993 at 9.21am



A.L.R.



CDE S15 - Request Manual Copy			
Document Type	Instrument	Request Id	18006
Reference Number	835391 <i>2CL</i>	User Id	dabercrombiedu
Land District	Otago	Request Date	12/09/2001 16:21:00
Method of Delivery	Post	Client Reference	dabercrombiedu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments			
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Primary Contact	Mr David Abercrombie		
Street	P O Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees..	OK	Cancel	

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Office use only
47765
Date

The District Land Registrar

Property Limited
P O Box 27
Alexandra (Miss SF Smith)

Private Bag

Form 100 (20/10/1987)

Dunedin

The following are produced

List of Instruments Produced by Number or C.T. Reference

C.T. 386/145 for Pastoral Lease P 245

The following are produced

1. A renewal & variation of Pastoral Lease P 245 Her Majesty The Queen
to G.H. McKinnon

1. A	from	--	--
1. A	from	--	--
1. A	from	--	--

After Registration Instruments about Pastoral Lease P 245

Messrs Downie Stewart

Solicitors

P O Box 1345

Dunedin

(Mrs J B Leonard)

Checked/Approved Instrument
15 7 93

SB

MEMORANDUM OF RENEWAL AND VARIATION
OF PASTORAL LEASE

IN THE MATTER of the Land Transfer Act 1952
and the Land Act 1948

AND

IN THE MATTER of Pastoral Lease No P245
registered in Volume 386
Folio 145 Otago District Land Registry
from HER MAJESTY THE QUEEN to
GERRARD MORTLAND ECKHOFF
of Mt Benger, farmer.

- (1) Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 386 Folio 145 Otago Land Registry is renewed for a term of 33 years commencing on the 1st day of July 1993. The covenant to pay rent and the rental value contained in the lease is hereby varied by deleting the said covenant and substituting the following:

Yielding and paying therefore for the first 11 years of the said term unto the Landcorp Property Limited at Alexandra the annual rent of \$1,950.00 plus GST calculated on a rental value of \$130,000.00 payable without demand by equal half yearly payments in advance on the first day of January and the first day of July in each and every year during the said period of 11 years and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 132A of the Land Act 1948.

- (2) Consequent upon this renewal Marginal Strips have been reserved pursuant to Part IVA of the Conservation Act 1987 as shown on SO Plan 1165

Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Memorandum of Lease shall remain in full force.

IN WITNESS WHEREOF the parties have hereunto subscribed their names this
14 day of June 19 83

SIGNED for and on behalf of HER MAJESTY)
THE QUEEN by the Commissioner of Crown)
Lands in the presence of:)
)
)
)

Witness: Bullen
Pastoral Administration Officer
Occupation: Department of Survey and Land Information
Address: Wellington

[Signature]
Commissioner of Crown Lands

SIGNED by the Lessee)
GERRARD MORTLAND ECKHOFF)
in the presence of:)
)

Witness: [Signature]
Occupation: Senior
Address: [Signature]

[Signature]
Lessee

**MEMORANDUM OF RENEWAL OF
PASTORAL LEASE**

Particulars entered in the
Register as shown herein on the date
and at the time stamped below.

HER MAJESTY THE QUEEN Lessor

District/Assistant Land Registrar
of Otago

GERRARD MORTLAND ECKHOFF

Lessee

9.21 03.AUG93 835391
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR
386 | 145



FILE COPY

LANDCORP PROPERTY LIMITED
DUNEDIN

MWP_0013284



CDE S15 - Request Manual Copy [X]

Document Type: Request Id: *18008*

Reference Number: User Id:

Land District: Request Date:

Method of Delivery: Client Reference:

Requested By: Status:

Certified Copy

Comments:

Delivery Details

Firm:

Primary Contact:

Street:

Town:

Country:

Postcode:

Fax Number:

Fees... [OK] [Cancel]

MEMORANDUM OF VARIATION OF LEASE/LICENCE

IN THE MATTER of the Land Transfer Act=1952 and ~~the~~
Land Act 1948,

and

IN THE MATTER of Lease/Licence No. F.245

registered in Volume 386, folio 145,

OTAGO Land Registry, from Her

Majesty the Queen to William David Bell of
Roxburgh Farmer and Diana Cecilia Bell, of
Roxburgh married woman as tenants in common
in equal shares

The covenants conditions and restrictions contained or implied in the above-mentioned Lease/Licence
registered in Volume 386, Folio 145, Otago Land Registry, are
hereby varied as follows:


1. That should the lessee/licensee with the consent of the Land Settlement Board, transfer, sublet or
otherwise dispose of his interest in the land affected by the said lease/licence or any part thereof to a
company incorporated under the Companies Act 1955, then the following provisions shall apply:

- (a) The provisions of section 89 of the Land Act 1948, shall apply to all transfers and other disposi-
tions of shares in such company as if such shares were interests in the said land and no share
or shares in such company shall be transferred or otherwise disposed of by any shareholder with-
out the consent of the Land Settlement Board.
- (b) The provisions of the Land Act 1948, with regard to residence shall continue to be applicable to the
said lease/licence notwithstanding the transfer or other disposition to such company provided
however that such provisions shall be deemed to be complied with by such company only if and
when there resides on the said land a person who manages the land on behalf of such company
and who has been approved in writing for that purpose by the Land Settlement Board.
- (c) A breach by the company or by any shareholder of all or any of the provisions of subclauses (a) and
(b) hereof shall be deemed to be a breach of the covenants conditions and restrictions contained
in the said lease/licence entitling the lessor/licensee to exercise all or any of the powers conferred
upon her by the said lease/licence in such circumstances.

2. Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the
said Memorandum of Lease/Licence shall remain in full force.

IN WITNESS WHEREOF the parties have hereunto subscribed their name this August day of 1967

SIGNED by the Assistant
Commissioner of Crown Lands for
the Land District of OTAGO
acting for and on behalf of Her Majesty the Queen
in the presence of:


Assistant Commissioner of Crown Lands.

Witness: D. G. Bell
Occupation: Assistant Secretary Department
Address: Dunedin

SIGNED by the said William David Bell and
Diana Cecilia Bell the
-as lessee/licensee in the presence of:

W. D. Bell D. C. Bell
Lessee/Licencee

Witness: R. H. Murray
Occupation: Volunteer
Address: Dunedin

431951

P_0013281

CERTIFICATE OF ALTERATION

HER MAJESTY THE QUEEN { Lessor.
Licensor.

WILLIAM DAVID BELL
BIANKA CECILIA BELL { Lessee.^s
Licensee.

PARTICULARS entered in the Register-book,

Volume 384 , folio 145 ,

the 30 OCT 1974 19
at 2.24 o'clock.



District Land Registrar

District of OTAGO

①

LAND & DEEDS	
Nature:	C/A
Firm:	CC
30 OCT 1974	
Time:	2.24 PM
Fee: \$	5.00
Abstract No.	431951

Mt Benger Runs

C A I R N H I

499

500

2975.0.00

Discrepancies exist between bearings and distances shown on this plan and P.B. 567. The most probable measurements have been determined by reference to plan, field book and occupation and are shown on SO 1857D and SO 19571.

501

4495.0.00

502

1460.0.00

Subdivisions

500, 501, 502, 509

Surveyed by D.M. Calder D.S.

March 1911

Scale 20 Chains to an inch

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4300.0.00

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The above Lease Certificate was duly signed by the said Surveyor, D.M. Calder, on the 11th day of March 1911.
D.M. Calder
Chief Surveyor, D.S.

LEGALISATION CARD

Note: No charges for alterations to this certificate.

1165

Our Ref: P245

28 May 1993

G M Eckhoff
Mt Benger Station
Coal Creek
RD
ROXBURGH



Copied for purposes of CPL
tenure review due diligence from
file: P245 Vol 345

Dear Mr Eckhoff

PASTORAL LEASE RENEWAL: MT BENGER

I refer to past correspondence.

Thank you for your cooperation with the surveyors when they visited your property to investigate marginal strips.

I can now advise that Section 24 of the Conservation Act 1987 deems marginal strips to be reserved on the renewal of pastoral leases. These strips are to be 20 metres wide adjoining rivers or streams greater than 3 metres wide or lakes greater than 8ha in area. The purpose of such strips is to; maintain water courses, maintain water quality, maintain aquatic life, protect natural values on the strip, enable public access to watercourses and recreational use of watercourses and the marginal strip.

These strips will not normally be fenced and will continue to be managed by the adjoining landholder. Where they are fenced this will be at the cost of the Crown as will ongoing costs (eg weed and pest) with the strip. Should a watercourse shift the marginal strip will shift with it. There are some opportunities to seek an exemption from the legislation and we would be willing to discuss any request with you.

The survey inspection recently undertaken will clarify the need or otherwise for marginal strips. In the case of your property the surveyor considered a marginal strip necessary over the Washpool Creek.

I have now arranged for the preparation of your lease renewal and your solicitor should received documents to sign (and a request for fees) in the near future. When this is registered the requirement for marginal strips will also be noted.

Please contact your Landcorp Consultant should you have any further queries.

Yours faithfully

S 28/5

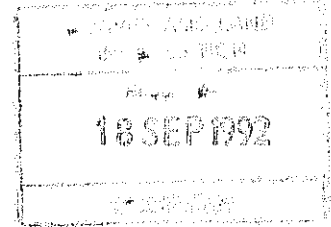
S F Smith (Miss)
for Manager, Alexandra
LANDCORP PROPERTY LIMITED

ALEXANDRA OFFICE
4 LIMERICK STREET
PO BOX 27
ALEXANDRA NZ
PHONE 0 3 448 6935
FAX 0 3 448 6999

Our Ref: P245

4 September 1992

The District Manager/Chief Surveyor
Department of Survey & Land Information
Box 896
DUNEDIN



Dear Sir

MARGINAL STRIPS ON PASTORAL LEASE RENEWAL

I wish to advise that the following pastoral lease expires on 30 June 1993.

LEASE NUMBER:	P245
LEASE NAME:	Mt Bengier
LESSEE:	G M Eckhoff
TITLE REF:	386/145
LEGAL DESCRIPTION:	Run 509 Teviot Survey District.

As we intend effecting the renewal by memorandum could you please advise this office at your early convenience of any requirements regards marginal strips. Could you please also advise of any other title requirements which you believe should be attended to at this time.

Yours faithfully

for Manager, Alexandra

REPLY TO:

Manager
Landcorp Property
Box 27
ALEXANDRA

Dear Sir

MARGINAL STRIPS P245

Marginal Strips are required, details attached. Washpool Creek
~~Marginal Strips are not required.~~

~~Other title work is required, details attached.~~
No other title work is required.

M H Warburton
Assistant Chief Surveyor
~~for District Manager/Chief Surveyor~~

24/9/92

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

Mt Benger Runs

C A I R N H I

499

500

2975.0.00

501

4495.0.00

502

1460.0.00

509

4300.0.00

Subdivisions

500, 501, 502, 509

Surveyed by D.M. Calder D.S.

March 1911

Scale 20 Chains to an inch

Discrepancies exist between bearings and distances shown on this plan and P.B. 567 the most probable measurements have been determined by reference to plan, field book and observation and are shown on SO 1857D and SO 1857I

425c

S.O. 18599a

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Part of the (containing) 107 107
(Marginal Strips)
These Legal Certificates were duly signed by Sir John Lubbock, Bart.
G. S. P. 1811. No. 127. Vol. 107. (S. 1811) 187-18
NOTE: Under Section 20(1) of the Land Act 1925, the land of the Crown is deemed to be Crown land.
Dated Surveyor's Date

LEGALISATION CARD

Note: No. 127. Vol. 107. (S. 1811) 187-18

1165

Our Ref: P245

28 May 1993

G M Eckhoff
Mt Benger Station
Coal Creek
RD
ROXBURGH



Copied for purposes of CPL
tenure review due diligence from
file: P245 Vol 345

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Please contact your Landcorp Consultant should you have any further queries.

Yours faithfully

S 28/5

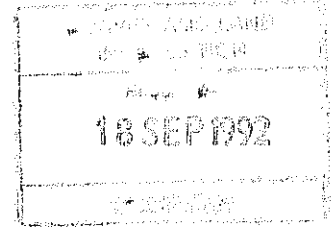
S F Smith (Miss)
for Manager, Alexandra
LANDCORP PROPERTY LIMITED

ALEXANDRA OFFICE
4 LIMERICK STREET
PO BOX 27
ALEXANDRA NZ
PHONE 0 3 448 6935
FAX 0 3 448 6999

Our Ref: P245

4 September 1992

The District Manager/Chief Surveyor
Department of Survey & Land Information
Box 896
DUNEDIN



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Yours faithfully

for Manager, Alexandra

REPLY TO:

Manager
Landcorp Property
Box 27
ALEXANDRA

Dear Sir

MARGINAL STRIPS P245

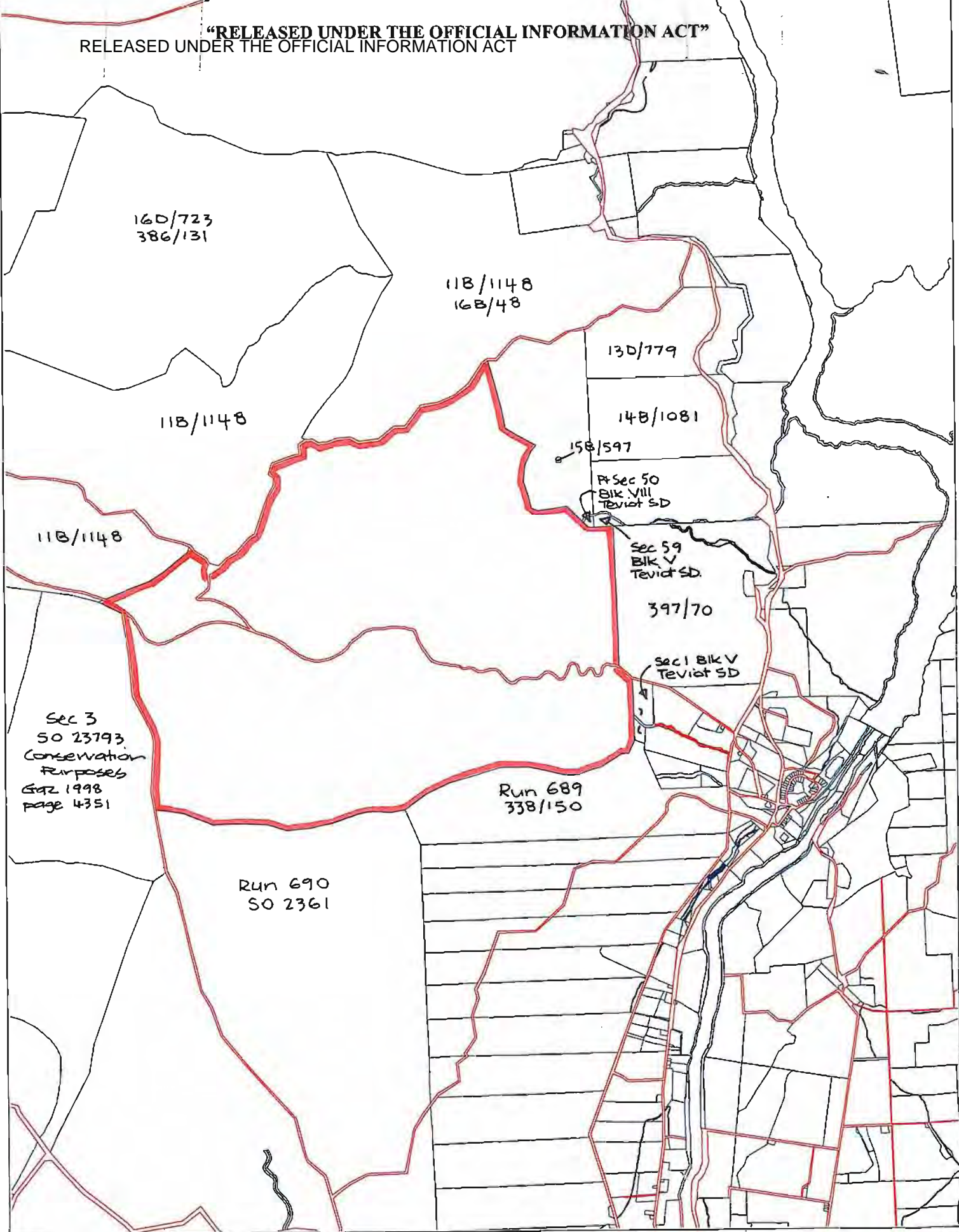
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~~Marginal Strips are not required.~~

~~Other title work is required, details attached.~~
No other title work is required.

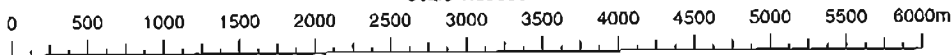
M H Warburton
Assistant Chief Surveyor
~~for District Manager/Chief Surveyor~~

24/9/92

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

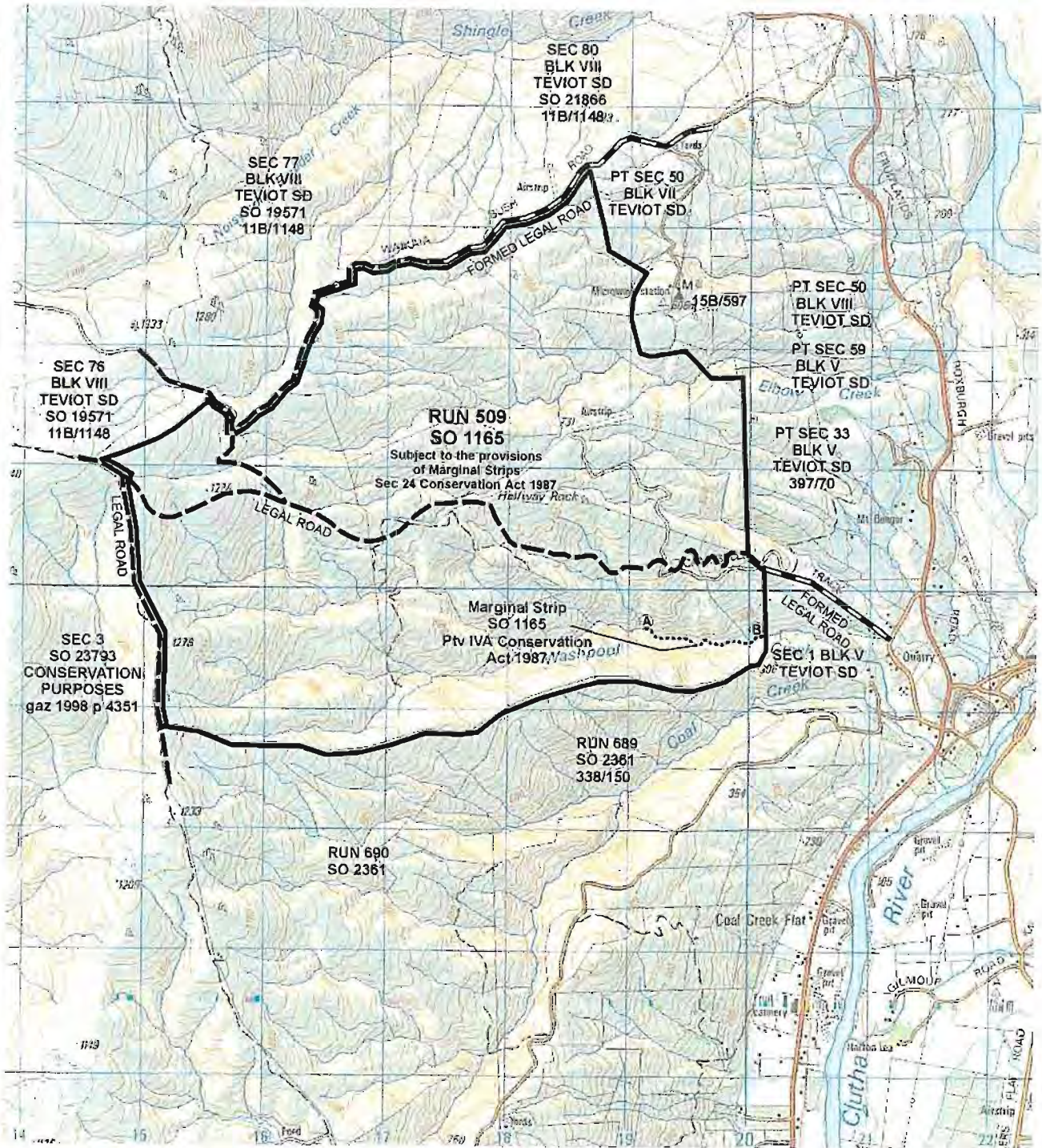


Scale 1:50000



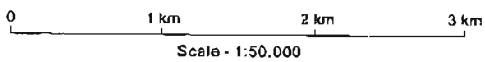
MT BENDER

**MT BENDER
 FRUITLANDS - ROXBURGH ROAD
 ROXBURGH**



Part Sheet NZMS 260 Sheet 140 Kuraw

- PASTORAL LEASE BOUNDARY
- FORMED LEGAL ROAD
- LEGAL ROAD
- MARGINAL STRIP (Part IVA Conservation Act 1987)



Mapping by:
 John McMecking
 DTZ Mapping Dunedin
 03 479 2233
 06.12.2001

Ref: Po 245



13 January 1994

Copied for purposes of CPL
tenure review due diligence from
file: P245 Vol 3/468

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

Dear Sir

TENURE REVIEW - MT BENDER

With reference to your approval of 22 October 1992 to investigate Tenure Review on Mt Bender, please find attached our submission on the proposal.

Following substantial investigation and consideration of proposals Mr Eckhoff has advised that he does not wish to proceed with Tenure Review. A copy of his letter to the Department of Conservation is attached.

The attached report is therefore for the record and carries with it our recommendation that we not proceed further with this case. Should the issue of freeholding on this property arise in the future the attached report will provide useful background information.

Please contact me if you require further detail.

Yours faithfully

K R Taylor
Manager, Alexandra
LANDCORP PROPERTY LIMITED

ALEXANDRA OFFICE
4 LIMERICK STREET
PO BOX 27
ALEXANDRA NZ
DX 17726
PHONE 0 3 448 6935
FAX 0 3 448 9099

**DRAFT PROPOSAL TO
THE COMMISSIONER
OF CROWN LANDS**

**Application for Exchange
of Property Rights**



LCP Ref: Po 245

OCL Ref:

Case No:

Date: 13 January 1994

PROPOSAL:

- 1 To surrender Pastoral Lease Po245 (Mt Benger Run).
- 2 To allocate approximately 550 ha to the Department of Conservation with no provision for grazing.
- 3 To establish a landscape management zone (visual corridor) adjacent to the Waikaia Bush Road under a conservation covenant.
- 4 To include RAP UMB 10 (34 ha) also an adjoining area of 40 ha with landscape values (all on DPL land) as part of the tenure exchange proposal to assist offset the cost of freeholding the balance of the property.
- 5 To preferentially dispose of approximately 1190 ha to the current lessee of Mt Benger Run on freehold title.

LEASE:

Legal Description: Run 509, Teviot Survey District CT 386/45
Run Name: Mt Benger
Area: 1740.1483 ha
Lease Details:
Tenure: Pastoral Lease
Term: 33 years from 1 July 1993
Expiry: 30 June 2026
Rent Review: 30 June 2004
Rental Value: \$130,000
Annual Rent: \$1950

Crown Improvements: Nil

Stock Limitations in Lease: 1650 sheep (660 ewes)

Personal Stock Limitation: 3000 sheep (2300 ewes) plus 75 cattle (50 cows)

LESSEE: G M Eckhoff

LOCATION: South-eastern flanks Old Man Range 9 km from Roxburgh via SH 8 which bisects the FH and DPL land run together with the lease.

ALEXANDRIA OFFICE
4 LIMERICK STREET
PO BOX 27
ALEXANDRIA NZ
DX 17726
PHONE 03-448 6935
FAX 03-448 9099

OTHER LAND HELD: 259 ha FH and 403 ha DPL adjoining, also LG 265A 5 ha (on offer to FH).

GENERAL DESCRIPTION:

- a Aspect* South and east
- b Altitude* 275 - 1370 m
- c Contour* Mainly moderately steep and easy rolling
- d Area Ploughable* 100 ha (40 ha developed)
- e Rainfall* 500 - 800 mm
- f How Watered* Natural streams
- g subdivision* 12 Blocks
- h Snow Risk* High, above 1065 m; moderate for balance
- i Summer/Winter Balance* 60/40
- j Shelter* No introduced or exotic shelter - natural shrubs
- k Reversion* Not widespread
- l Erosion* Very minor - not a feature
- m Weeds & Pests* Some hawkweed invasion; rabbits and possums present
- n Soils and Land Use Capability*

LUC CLASS	% HA	SUB CLASS	LOCATION	SOIL TYPE
IV	6% 110ha	e1	Broad rolling spurs easy lowland	Blackstone/Arrow
VI	71% 1242ha	e1	Strongly rolling	Blackstone/Arrow
VII	23% 388ha	e1 e2	Moderately steep range crest	Dunstan/Arrow Carrick

<i>o</i>	<i>Cover</i>		
		40 ha	Cultivated pasture
		1200 ha	Oversown, topdressed and maintained tussock
		390 ha	Mid/high altitude snow tussock
		<u>110 ha</u>	Sub alpine vegetation
		1740 ha	Total

PRODUCTION:

Stock numbers have remained fairly static over recent years at 6000 sheep and 100 cattle as combined with management of other lands. Both quarterbred merino and perendale sheep are run.

Stock as at 30/6/93

Sheep	5200	Mixed age ewes	
	800	Ewe Hoggets	
	40	Rams	
	<u>60</u>	Killers	
	6100		(5769 stock units)
Cattle	50	Mixed age cows	
	50	Steers (sell post winter)	
	<u>2</u>	Bulls	
	102		(535 stock units)
Total Stock Units	6295		

Performance

Lambing	105%
Wood per head	3.9 kg
Calving	85%

PREVIOUS HISTORY:

Earliest records indicate that Pastoral Licence No 1383 (later changed to 1772) was issued over Mt Benger Run in 1910, and transferred from James McCambridge to James Elliott in the same year. The Run soon transferred to his son Matthew Elliot in 1912.

The Licence was renewed from 1/3/1925 for 35 years, and transferred to George Huyshe-Eliot in the same year, and who was to remain as lessee until his death in 1959. Very little comment is made of the property until the early 1950's when it was described as being in very good heart and conservatively managed, with little or no improvements and carrying about 2000 sheep (presumably inclusive of the 259 ha freehold attached to the Pastoral Lease and on which the steading was - and remains - located).

Huyshe-Eliot applied almost annually from 1928 for permission to burn tussock, and even in 1959, a field officer of the Department of Lands and Survey commented that the Run was understocked and more burning was needed in the higher parts.

The lessee had formed an equal partnership with his son-in-law William David Bell in 1953.

A Pastoral Lease was issued from 1/7/1960. Virtually no development or improvements had taken place even by 1968. Sheep carried from 1963 to 1968 averaged 2145 p.a., with comments that the Run continued to be in very good vegetative condition.

The property transferred to P M Cochrane under Bengier Station Limited, who commenced a steady development programme of subdivision, oversowing and topdressing, initial cultivation and access tracking over the 10 years he was to remain lessee, increasing the carrying capacity from 2900 sheep and 104 cattle in 1976 to 5950 sheep and 92 cattle in 1983.

(In 1981, Cochrane acquired the DPL area of 403 ha which lies between SH 8 and Lake Roxburgh and adjoins the freehold/pastoral lease lands). The present lessee G M Eckhoff purchased the Mt Bengier property in 1981 and has maintained and consolidated on previous development, installing also an irrigation scheme which benefits mainly freehold/DPL lands. Stock have remained fairly static at 6000 sheep and 100 cattle, and the property is regarded as being a well managed and integrated unit with high natural values (despite a very long history of burning) particularly in the snow tussock and sub alpine area.

Present lessee has done very little burning in comparison with previous lessees.

CONSERVATION VALUES: (Supplied by DOC)

1 ECOLOGICAL SURVEY RESULTS

The property has previously been surveyed as part of the Umbrella PNA survey. The only RAP identified in this survey on the Eckhoff property is the Lake Roxburgh shrublands (RAP UMB 10) which is located on Eckhoff's freehold. The pastoral lease lies south of the Waikaia Bush Road which is the boundary between the Umbrella and Old Man Ecological Districts. The upper portion of the pastoral lease adjoins the RAP UMB 3 (Pomahaka River and Boulder Creek headwaters) and part RAP OM 1/7 (Obelisk-Old Man Ranges). Both RAPs are contiguous, ie, overlap, in this area and the broad plateau with extensive slim snow tussocklands and blanket bogs are identified as key ecological features.

The pastoral lease in its upper portion contains some of these ecological features especially above 1200 metres asl. The landform comprises a small part of the plateau and a larger area of the plateau crest/nivation hollows and heads of gullies with clearly defined seepage areas and stream headwaters. A gradation from *Chionochloa macra* tussocklands to the more dominant *C. rigida* tussockland is a feature of note. *C. rigida* tussocklands in an intact, largely unmodified condition occur down to an altitude of 900 - 950 metres asl.

Whilst the above ecological features are noteworthy, they are represented within Bains Block and that part of Mt Hope pastoral lease subject to an exchange with DOC. However, the ecological features are of conservation interest and warrant protection down to a practical boundary, eg, the snowline fence. It is suggested the area warranting protection comprises the top block of the property, based on the information held in this office from general inspections of the locality. It could be that a further specific assessment may be needed to confirm this suggestion.

Entomological surveys in the north-west part of the pastoral lease indicate that the seepages and stream headwaters support a diverse fauna, eg, up to 20 species of aquatic caddis fly including two undescribed species with flightless adults. Other aquatic invertebrates species are also of scientific interest, and include nationally rare, poorly known or undescribed species.

The grasslands and herbfields above 1200 metres asl contain a characteristic assemblage of grasshoppers, beetles and moths typical of the southern Old Man Range. Species richness is high and the fauna is a mix of both Central Otago and Lammermoor Range species.

2 LANDSCAPE ASSESSMENT

This conservation feature had previously been covered in part by the landscape assessment of Shingle Creek and other Old Man Range pastoral leases.

The Old Man Range summit area above 1200 metres asl is ranked as a landscape management unit with high natural landscape values. This LMU extends south of the Waikaia Bush Road to include land on Mount Bengier pastoral lease above 1200 metres asl. The LMU is characterised by expansive panoramic views, homogenous colour of the vegetation and man-made impacts being unobtrusive. It is an ideal setting for backcountry recreation.

A second LMU was identified within the altitude range of 600 - 1200 metres asl which has high visual landscape values. It is characterised by the retention of an open tussock grassland appearance but contains modifying elements such as the high number of fencelines, water races and the road itself. It is essentially modified, short tussockland grading into tall tussockland.

The predominantly natural character of this native vegetation adjacent to the upper section of the Waikaia Bush Road adds to the user's visual appreciation and serves as an introduction to a high country experience.

3 HISTORICAL/ARCHAEOLOGICAL

There are no known recorded sites located on the pastoral lease. Campbells Track, a legal road, bisects the property. This is a former pack track which was established last century to provide a shortcut access to the Waikaia Bush Road from Roxburgh. Both tracks were used to transport supplies to the scattered groups of miners working

in Potters, Campbells Creek and the Waikaia Valley. Campbells Track has partly been developed as a 4WD farm track although parts of the original alignment will still remain at higher altitudes. It does not require any specific protection.

4 RECREATION

The Waikaia Bush Road has provided traditional access for recreationalists, despite various closures during winter months. Recreational activity is focused on the alpine uplands of the Old Man Range principally. Most summer recreation activities occur in association with the existing formed legal roads and access tracks, eg, 4WD and trail biking, with some botanising and related low impact activities. Cross country skiing enthusiasts use the Waikaia Bush Road when available, to gain access to the southern Old Man Range. The Mount Benger pastoral lease provides little appeal or opportunity for these recreational uses and the upper area adjacent to the Waikaia Bush Road serves as a starting point only, for activities such as cross country skiing which occurs on other nearby properties. It can be said therefore that recreation interest is generally low in the property.

PUBLIC COMMENT:

The proposals as conceived by DOC, were advertised for public comment during November 1992.

A total 8 submissions were received including the organisations: Federated Mountain Clubs of NZ, Public Lands Coalition, Public Access NZ and Otago Outdoor Recreation Group.

Without exception, all were in support of retaining the defined upper altitude areas of around 550 ha in Crown ownership and protection to serve the public interest in nature conservation, landscape values and recreational opportunities.

PLC and PANZ were the only submissions to recommend that RAP UMB 10 (on DPL land) be transferred to DOC for Scenic Reserve status. All submissions were in support of grazing being discontinued on land that would remain in Crown ownership.

The property has been visited by Mr T Howse representing the Ngai Tahu Trust Board, who will comment on request from the Commissioner.

DISCUSSION:

The proposals were initiated by DOC, originally with the RAP UMB 10, however Mr Eckhoff was more prepared to consider a possible tenure exchange to offset the cost of freeholding the pastoral lease.

Early negotiations had commenced in 1990, with the lessee becoming progressively reluctant to lose any of his land as the proposals were developed; subsequent negotiations and inspections took place and comments received from the public some of which were arrogantly critical of his management and even his right to occupy.

Landcorp holds Mr Eckhoff in high regard as a lessee and custodian of land.

On 1 December 1993, the lessee formally withdrew from negotiations on tenure review and RAP UMB 10 in a letter to DOC and listed his reasons for doing so.

Of prime concern to him was the potential loss of land and therefore a loss of essential property balance that he regarded as vital to the successful management of Mt Benger Run.

Mr Eckhoff has also provided a written assurance that he would endeavour to maintain and ensure that all conservation values identified would remain, to the best of his ability.

RECOMMENDATION:

That the application not proceed.

Prepared by:



D V Pickens
for Manager, Alexandra
LANDCORP PROPERTY LIMITED



Tony Perrett
for Regional Conservator
DEPARTMENT OF CONSERVATION

COPY TO:

The Manager
Landcorp Ltd
Box 27
ALEXANDRA

Copied for purposes of CPL
tenure review due diligence from
file: P245 Vol 3/465

LANDCORP PROPERTY
ALEXANDRA
- 6 DEC 1993
RECEIVED

David

Please provide a "normal" tenure
review report with the
'discussion' section leading to the
'no go' conclusion. The recommendation
will be "not to proceed".

App 132

MGR
6/12/93



CONSERVATION
Te Papa Atawhai

Our ref: P 245, RAP UMB 10

3 December 1993

Mr Gerry Eckhoff
Mt Benger
Coal Creek
ROXBURGH

Dear Gerry

REVIEW OF TENURE : MT BENGER PASTORAL LEASE

Thank you for your faxed advice of your withdrawal from negotiations on tenure review and protection of the Lake Roxburgh Shrublands RAP.

I note your reasons for withdrawal and thank you for the time you have taken to elaborate them. A copy has been forwarded to Landcorp, Alexandra for their information.

I have also formally advised the Forest Heritage Fund of the situation and handed back the funding obtained from this fund obtained to implement the deal.

The Department of Conservation will continue to express an interest in protection of the RAP and conservation features on your pastoral lease and will be willing to again discuss these matters in the future if you have a change of mind.

Yours sincerely

A handwritten signature in cursive script, appearing to read "Perrett".

Tony Perrett
Manager PNAP/Pastoral
for Regional Conservator

DEPARTMENT OF CONSERVATION
Otago Conservancy
PO Box 5244 Moray Place Dunedin
77 Stuart Street Dunedin New Zealand
Telephone (03) 477 0677 Fax (03) 477 8626

Fax No. 477 8626
Conservation House

MT BENDER
COAL CREEK
ROXBURGH

01 DECEMBER 1993

Mr Tony Perrett
Department of Conservation
DUNEDIN

Dear Tony

Having given the freeholding and landswap proposals very careful consideration, I must, unfortunately reject the proposals.

In fairness to you, I feel obligated to explain my reasons as you have obviously put a considerable amount of time and effort into attempting to reach agreement with me.

1. I do not accept the financial values put on the land by Landcorp. I believe my 'interest' is far more than Landcorp's valuations.
2. My requirement was, and still is for completely unincumbered ownership of all my land. Portions removed (scenic corridor and recreational areas) potentially detract from the overall value of my property.
3. The Resource Management Act now means that freehold title does not hold the same appeal as it once did.
4. It has been clearly expressed to me by many people involved in the Nasella Tussock eradication programme that they would not feel the same level of obligation or commitment to the land (P.N.A.) if owned by D.O.C. as they do at the moment to a private owner who is contributing to the districts rating base.
5. Despite Jeff Connell's assertions that D.O.C. is a good neighbour, there is a great deal of feeling against D.O.C. because of its unwillingness to listen to rural people.
The Little Valley situation and the burning of rank vegetation are but two issues.
Good neighbours do not impose restrictive practises on their neighbours. There is more, much more, to being a good neighbour than having good fences and controlling the weeds and pests from time to time.

6. The arrogant disregard for my property rights by some members of the recreational lobby serves only to harden my resolve against continuing to provide a free lunch to people dedicated to enhancing their interests at rural peoples expense.

I will be happy to discuss the issue with you in the future if you so wish.

Yours faithfully

S M Callhoff

SM Callhoff

P.S. I will endeavour to maintain the RAP in such a way as to ensure that those values identified, remain, however you will recognise of course that the world changes very rapidly and even Coal Creek does not remain aloof from change.

7.

The essential balance (that is vital to successful management of hill & high country habitats) would be lost, with the loss of both top & low country.