

## **Crown Pastoral Land Tenure Review**

**Lease name : Mt OLYMPUS**

**Lease number : PC 050**

### **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.

**July 09**

**DUE DILIGENCE REPORT**

**for  
Tenure Review**

**RYTON STATION (MT OLYMPUS)**

**Prepared by Don McGregor McGregor Property Services  
for and on behalf of Q.V.Valuations**

**June 2002**

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


**File Ref:** CON/50272/09/12755/A-ZNO-01    **Report No:** QVV 367    **Report Date:** 28/06/2002

**Office of Agent:** CHRISTCHURCH    **LINZ Case No:** 02/    **Date sent to LINZ:** 02/07/2002

**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** that the only incomplete action relates to the creation of an easement in respect of a VHF Repeater facility on the summit of Mt Olympus.
3. That the Commissioner of Crown Lands or his delegate **note** that there are no potential liabilities that have been identified as a result of the file search.
4. The Commissioner or his delegate **note** that despite efforts at renewal to negotiate with former lessees to surrender the retired land as not been achieved.

**Signed by Sub – Contractor:**

  
\_\_\_\_\_  
Name: D. McGregor  
McGregor Property Services Limited  
Accredited Agent

**Signed by Contractor**

  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Name:

Date of Decision:    /    /

**1. Details of Lease:**

**Lease Name:** Mt Olympus

**Location:** Located off Harper Road, north of Lake Coleridge, 12 kilometres west of Christchurch by road distance.

**Lessees:** Ryton Station Limited

**Tenure:** Pastoral lease of pastoral land under Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 749840.1.

**Term:** 33 years from 1 July 1987 (expires 30 June 2020).

**Annual Rent:** \$562.50 (Reviewed 1 July 1998).

**Rental Value:** \$25,000 (Reviewed 1 July 1998).

**Date of Next Review:** 1 July 2009.

**Land Registry Folio Ref:** Computer Interest Register (Pastoral Lease) CB529/90 (Canterbury Registry).

**Legal Description:** Run 179, situated in Blocks X XI XIV and XV, Harper and II III VI and VII, Coleridge Survey Districts.

**Area:** 5058.5705 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
<i>Pc 050-SCH-01</i>	1	-	<i>Sept. 1895</i>	137	<i>26/08/1964</i>
<i>Pc 050-SCH-02</i>	2	138	<i>08/09/1964</i>	259	<i>09/12/1985</i>
<i>Pc 050-SCH-03</i>	3	260	<i>29/01/1986</i>	-	<i>02/08/1994</i>
<i>Pc 050-SCH-04</i>	4	-	<i>01/03/1995</i>	-	<i>31/12/1999</i>
<i>Pc 050-SCH-05</i>	5	-	<i>01/01/2000</i>	-	<i>30/06/2000</i>
<i>Pc 050A-SCH-01</i>	1	<i>Plans only</i>			
<i>Pc 050/8-SCH-01</i>	1	-	<i>August 1996</i>	-	<i>Current</i>
<i>CON/50213/09/12755/A-ZNO</i>	1	-	<i>01/07/2000</i>	-	<i>Current</i>

***Files held by agent Q.V. Valuations on behalf of LINZ:***

**File Reference:** CON/50272/09/12755/A-ZNO-01  
**Volume:** 1  
**First folio:** 1  
**Date:** August 2001.  
**Last folio note:** File current.  
**Date:** -

**3 Summary of Lease Document: (Copy of Computer Interest Register (Pastoral Lease) CB529/90 attached as Appendix 1)**

**3.1 Terms of Lease**

A 33 year term from 1 July 1987 at the Annual rental of \$562.50 based on the Rental Value of \$25,000.

*Stock Limitation*

1,100 sheep.

*Commencement date*

1 July 1987, being the renewal of the original Pastoral lease issued on 1 July 1954 to Ian Roderick Coleridge Murchison, Donald Sinclair Murchison, James Deans, Robert John Sinclair Murchison, John Nolan Murchison, Michael Roderick Murchison, Neil Sinclair Murchison, Walter Robert McCallum and Christina McLennan Guthrie at the Annual rental of \$80 based on the stock limitation in the lease of 1100 sheep.

The current lessees acquired the property by Transfer 536342.1 (registered 19 March 1985).

The lease was renewed for a further term of 33 years from 1 July 1987 (by Memorandum of Renewal 749840.1 (registered on 5 July 1988) at the Annual Rental of \$207 based on the Rental Value of \$13,800.

The Annual rental was reviewed as at 1 July 1998 to \$562.50 based on the Rental Value of \$25,000.

**3.2 Area adjustments**

There have been no area adjustments since commencement of the lease.

**3.3 Registered Interests**

*Mortgages:*

No. 988162.2 to Trust Bank Canterbury Limited (registered 13 April 1992).

*Land Improvement Agreement:*

677166.1 Land Improvement Agreement 678433.1 under the Soil Conservation and Rivers Control Act Act 1941 registered 27 April 1987.

Refer to Clause 4 below.

**3.4 Unregistered Interests**

*Recreation Permits:*

DTZ New Zealand Limited administers a Recreation permit issued to the Windwhistle Winter Sports Club (Incorporated) pursuant to Section 66A of the Land Act 1948 over 350 hectares of the lease to operate and maintain a ski-field including accommodation (and the access road). The Permit is for a term of 5 years from 1 January 2000 (expiring 31 December 2004) at the minimum annual fee of \$250 plus additional fees of 2.5% of the gross revenue derived from the permitted activities.

Copy of Permit attached as **Appendix 2**

*Unsecured Debts:*

None known.

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

A Land Improvement Agreement (LIA) registered as Document 677166.1 on 27 April 1987 secured a SWC Plan over the property executed on 20 January 1987 between the then lessee and the North Canterbury Catchment Board. The works involved completion of conservation fencing, oversowing and topdressing and windbreak tree-planting and incorporates retirement objectives. The Agreement enures for 99 years (expiring 20 January 2086) or earlier by agreement between the parties.

The property is not part of a Rabbit and Land Management programme.

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

The Land Status Report by D. McGregor, McGregor Property Services Limited, for and on behalf of Q.V.Valuations on 2 May 2002, confirmed the status as Crown land under the Land Act 1948 and leased pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as Computer Interest Register CB529/90 and varied by Memorandum of Renewal 749840.1

The land is subject to Part IVA of the Conservation Act 1987, upon disposition.

The minerals remain with the Crown. A significant part of the land has never been alienated since the original acquisition from the original Maori owners under the 1848 Kemp Deed of Purchase.

The report noted that Computer Interest Register (Pastoral lease) CB529/90 does not but S.O.s 11026 and 11388 contain a notation that the lease is subject to Section 58 of the Land Act 1948 applying in respect of all rivers and streams in excess of 3 metres in width. **However such strips are 'notional' only pending disposition of the land.**

*A copy of the Land Status Report is attached as **Schedule A**.*

#### **6 Review of Topographical and Cadastral Data:**

Both maps attached to the Land Status Report show that there are no historic sites, transmission or power lines, water races, airstrips, telecommunication or other installations on the lease. The topographical map does however show that there are two huts on the lease with one associated with the "Windwhistle Winter Sports Club" and the other further to the south.

##### **6.1 Marginal Strips:**

The provision of Marginal Strips along rivers and streams in excess of three metres in width are still "notional" only pending disposition of the land.

##### **6.2 Legal Roads – formed and paper**

The Land Status Report indicates that SO' s 11026, 11313 and Topo 21G showed abutting roads as being legal by Section 110A of the Public Works Act 1928.

##### **6.3 Fenced Boundaries v Legal Boundaries (peripheral):**

There appear to be no boundary discrepancies.

It should be noted however that initiatives were taken at renewal in 1986 to negotiate with the lessee for surrender of the retired area (all but 85 ha approx) but without conclusion.

Copy of renewal papers attached as *Appendix 3*.

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

Northern boundary	<i>Pt RS 40658</i> - (Part Craigieburn Conservation Park pursuant to Section 61 of the Conservation Act 1987).
Eastern boundary	<i>Pt Run 256</i> - (Part Castle Hill Pastoral lease).  <i>Section 1, SO 18352</i> - (Part Castle Hill Pastoral Lease)  <i>Pt R.S 39658</i> - (Stewardship land pursuant to Section 62 of the Conservation Act 1987).

**8 Summarise any uncompleted actions or potential liabilities:**

**8.1 VHF Repeater site on Mt Olympus**

On 20 October 1980 the Commissioner of Crown Lands approved the installation of a VHF Repeater Station for Forest Service (now Department of Conservation) on the summit of Mt Olympus subject to conditions. No access tracks were involved as all servicing and installation was to be done by helicopter.

The Commissioner advised Forest Service of the approval and the latter indicated that the lessees consent had been obtained on 7 November 1980.

Creation of an easement to formalise this occupation is outstanding.

Copies of the relevant folios are attached as *Appendix 4*.

**APPENDICES**

Schedule A - Land Status Report.

1. Copy of Lease.
2. Copies of recreation permit.
3. Copies of relevant folios - Surrender issues.
4. Copies of relevant folios - VHF Repeater station on Mt Olympus.

# **LAND STATUS REPORT**

**for  
Tenure Review**

## **RYTON STATION(MT OLYMPUS)**

**Prepared by Don McGregor, McGregor Property Services Limited  
for and on behalf of Q.V.Valuations**

**May 2002**

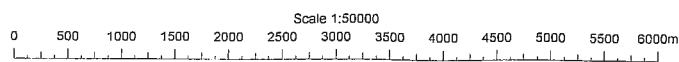
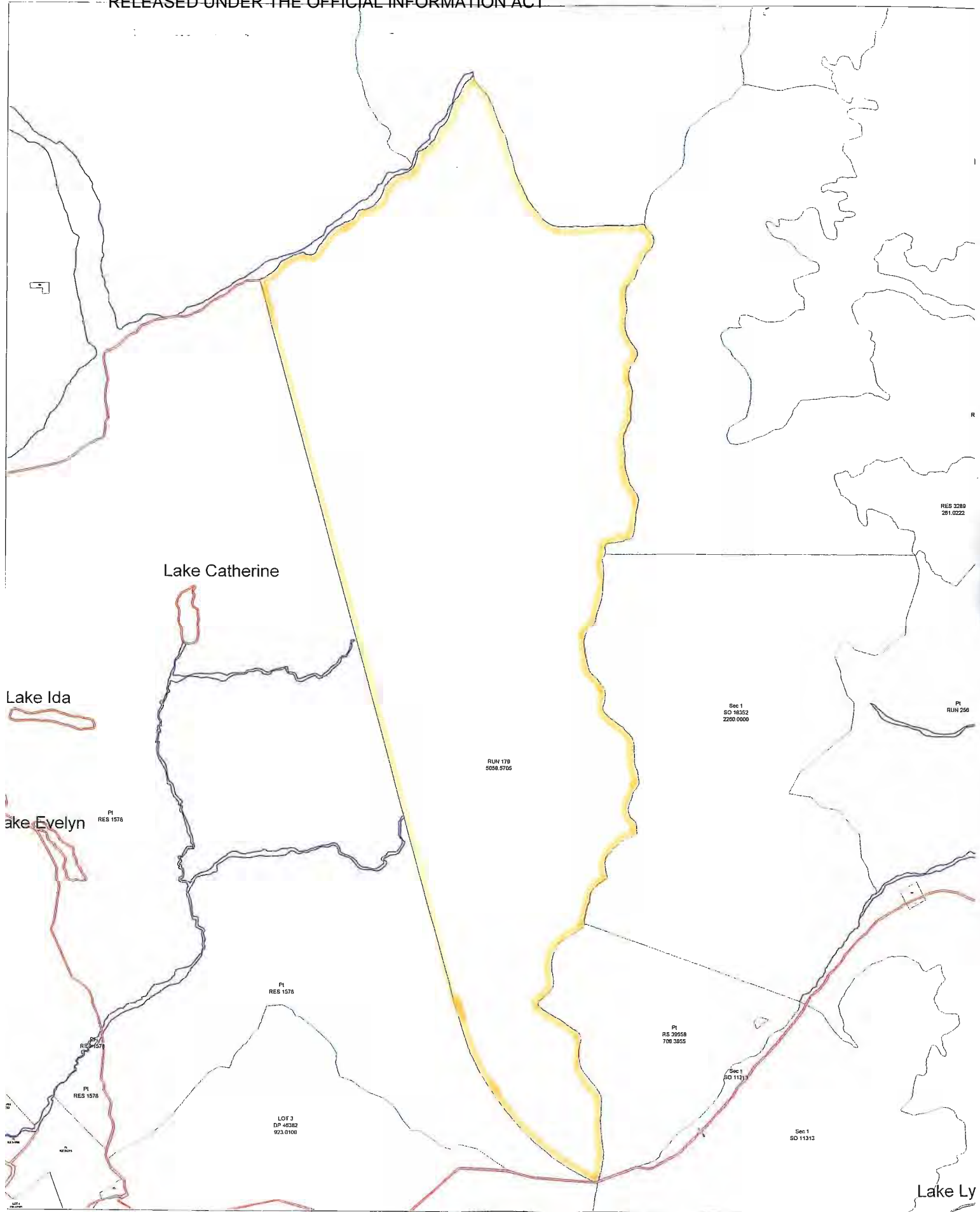


## **CONTENTS**

### **APPENDIX A LAND STATUS REPORTS (and supporting plans)**

- **SO Plans (Additional)**
- **Extract of CLR**
- **Extracts of Allocation maps**
- **DOC Consultation**
- **Information supporting Mineral investigation**
- **Other Information**

### **APPENDIX B LAND STATUS REPORT (Certified Correct by Chief Surveyor)**



**APPENDIX A – LAND STATUS REPORT**  
**(and supporting plans)**

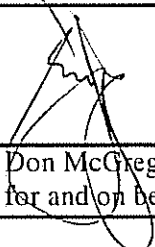
**Project No: QVV: 366**

This report has been prepared on the instruction of Land information New Zealand in terms of **Contract No. 50272 (as yet undated)** and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

<b>LAND STATUS REPORT for Ryton Station (Mt Olympus Tenure Review</b>	LIPS Ref: 12755
<b>Property 1 of 1</b>	

<b>Land District</b>	Canterbury.
<b>Legal Description</b>	Run 179, situated in Blocks X XI XIV and XV, Harper and II III VI and VII, Coleridge Survey Districts.
<b>Area</b>	5058.5705 hectares
<b>Status</b>	Crown land subject to the Land Act 1948.
<b>Instrument of title / lease</b>	Computer Interest Register (Pastoral Lease) CB529/90 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 749840.1.
<b>Encumbrances</b>	Subject to:  1) Part IVA of the Conservation Act 1987, upon disposition.  2) 677166.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941.
<b>Mineral Ownership</b>	The Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Deed of Purchase.
<b>Statute</b>	Land Act 1948 and Crown Pastoral Land Act 1998.

<b>Data Correct as at</b>	2 May 2002.
<b>[Certification Attached]</b>	Yes.



<b>Prepared by Crown Accredited Supplier</b>	Don McGregor, McGregor Property Services Limited, Christchurch for and on behalf of Q.V. Valuations.
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<b>NOTES: This information does not affect the status of the land but was identified as possible requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6</b>	Computer Interest Register (Pastoral lease) CB529/90 does not but S.O.s 11026 and 11388 contain a notation that the lease is subject to Section 58 of the Land Act 1948 applying in respect of all rivers and streams in excess of 3 metres in width. However such strips are 'notional' only pending disposition of the land.
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<b>LAND STATUS REPORT for Ryton Station (Mt Olympus) Tenure Review</b>	LIPS Ref: 12755
<b>Property 1 of 1</b>	

Research Data: *Some Items may not be applicable*

<b>SDI Print Obtained</b>	Yes.
<b>NZMS 261 Ref</b>	K 34/35.
<b>Local Authority</b>	Selwyn District Council.
<b>Crown Acquisition Map</b>	Kemp Deed of Purchase.
<b>SO Plans</b>	<p><b>SO 113– Plan of Harper &amp; Coleridge Survey Districts (area 1880's)</b></p> <p><b>SO 8759– Plan of Reserve 4761 (Approved 23<sup>rd</sup> September 1954)</b></p> <p><b>SO 10995 – Plan of Broken River area – including Run 179 "Mt Olympus". (Approved 15 May 1968).</b></p> <p><b>SO 11174 - Plan of R.S. 39658 adjoining area showing part of Run 179 "Mt Olympus" (Approved 30 January 1969).</b></p> <p><b>SO 11313 - Plan of adjoining Runs 332 "Brooksdale" and Run 332A showing Run 179 " Mt Olympus" (Approved 6 November 1969).</b></p> <p><b>SO 13999 - Plan of RS's 40657 and 40658- including Run 179 "Mt Olympus " (Approved 2 February 1977).</b></p> <p><b>SO's 17120 and 17121 – DOC Allocation plans.</b></p> <p><b>SO 18352 – Plan of Section 1- adjoining showing Run 179 "Mt Olympus"(Approved 20 September 1990).</b></p>
<b>Gazette Notices</b>	<b>N.Z Gazette 1956 p.234</b> set apart Reserve 4761 as State Forest (part formerly Part Run 179). Reserve 4761 is now RS's 40657, 40658 and 41164.
<b>Lease Ref</b>	Computer Interest Register (Pastoral Lease) CB529/90 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 749840.1.
<b>Legalisation Cards</b>	Searched. Not applicable.
<b>CLR</b>	Confirms Pastoral Lease tenure.
<b>Allocation Maps (if applicable)</b>	<p>Searched. No DoC, SOE or UCL Allocations within the periphery of the lease.</p> <p>Adjoining DoC Allocations are K34-11 (SO 17120) and, K35-2 (SO 17121) - Stewardship Land subject to Section 62 of the Conservation Act 1987.</p> <p>Extracts of Schedules and Allocation Maps attached.</p>
<b>VNZ Ref – if known</b>	V.R. 24260/2700.
<b>Crown Grant Maps</b>	Not applicable.

<b>Subject Land Marginal Strip:</b>	
<b>a) Type [Sec 24(9) or Sec 58]</b>	a) Refer to Notes above
<b>b) Date Created</b>	b) Not applicable.
<b>c) Plan Reference</b>	c) Not applicable.

<b>Subject Land Marginal Strip:</b>	
a) Type [Sec 24(9) or Sec 58]	a) Refer to Notes above
b) Date Created	b) Not applicable.
c) Plan Reference	c) Not applicable.

<b>LAND STATUS REPORT for Ryton Station (Mt Olympus) Tenure Review</b>	LIPS Ref 12755
<b>Property 1 of 1</b>	

If Crown land – Check Irrigation Maps	Searched – Not applicable.
Mining Maps	Searched – Not applicable.
<b>If Road</b> a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ 1989  b) By Proclamation  c) Gazette Ref:	a) SO Plans 11026 and 11313 21G denote abutting Roads coloured burnt sienna as legal by Section 110A of the Public Works Act 1928.  b) Not applicable.  c) Not Applicable.
<b>Other relevant information</b> a) Concessions – Advice from DOC or DTZ New Zealand Limited.  b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998  c) Mineral Ownership  d) Other Info	a) No current DOC concessions exist within the lease boundaries. The only DOC interests are in the Marginal Strips yet to be defined.  DTZ (NZ) Limited administers a Recreation permit over 350 hectares of the lease issued to the Windwhistle Winter Sports Club (Incorporated) to operate and maintain a ski-field including accommodation facilities (and the access road) for a term of 5 years from 1 January 2000 (expiring 31 December 2004) at the minimum annual fee of \$250 plus additional fees of 2.5% of the gross revenue derived from the permitted activities.  b) Part 9 of the Ngai Tahu Claims Settlement Act 1998, upon disposition.  c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Deed of Purchase.  d) Not applicable.



**Q.V. VALUATIONS  
CHRISTCHURCH OFFICE**

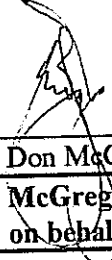
Project Number : QVV 366

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No : 50272 (as yet undated) and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

<b>LAND STATUS REPORT for Ryton Station (Mt Olympus) Tenure</b>	LIPS Ref: 12755
<b>Review</b>	
<b>Property</b>	1 of 1

<b>Land District</b>	Canterbury
<b>Legal Description</b>	Run 179, situated in Blocks X XI XIV and XV, Harper and II III VI and VII, Coleridge Survey Districts.
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<b>Encumbrances</b>	Subject to:  1) Part IVA of the Conservation Act 1987, upon disposition.  2) 677166.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941.
<b>Statute</b>	Land Act 1948 and Crown Pastoral Land Act 1998.

<b>Data Correct as at</b>	5 March 2002.
<b>[Certification Attached]</b>	Yes



<b>Prepared by</b>	Don McGregor
<b>Crown Accredited Supplier</b>	McGregor Property Services Limited, Christchurch for and on behalf of Q.V. Valuations

**Certification:**

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

*R. Moulton*


Date: 29/3/2002

R Moulton, Chief Surveyor (Canterbury Land District)  
Land Information New Zealand, Christchurch

## **CERTIFICATION**

**Report to the Chief Surveyor, Christchurch, for certification of Status Investigation for RYTON STATION (MT OLYMPUS) Pastoral Lease Tenure Review.**

1. I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of QV Valuations, certify that the status report enclosed for certification is in order for signature.
2. In giving this certification I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Q.V. Valuations, undertake that the status report has been completed in compliance with all relevant policy instructions and in particular, OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.



D McGregor  
McGregor Property Services Limited  
Accredited Supplier  
5 March 2002



## COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Historical Search Copy

  
R. W. Muir  
Registrar-General  
of Land

Identifier **CB529/90**  
Land Registration District **Canterbury**  
Date Registered 22 May 1958 01:36 pm

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<b>Type</b>	Lease under s83 Land Act 1948	<b>Term</b>	thirty three years commencing on the first day of July 1954 and renewed for further 33 years commencing on 1.7.1987
<b>Area</b>	5058.5705 hectares more or less		

**Legal Description** Run 179

**Original Proprietors**  
Ryton Station Limited

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### Interests

504624.1 Variation of the terms of the within Lease - 28.8.1984 at 9.02 am

677166.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 27.4.1987 at 11.18 am

749840.1 Renewal of within Lease for 33 years commencing on 1.7.1987 and variation of terms hereof - 5.7.1988 at 11.13 am

988162.2 Mortgage to Trust Bank Canterbury Limited - 13.4.1992 at 11.25 am

Identifier

CB529/90

4 Sheets

Patrol Run Licence No. 476  
issued as a Renewal of ~~Patrol Run Licence~~  
registered in Vol. 3 fol.

NEW ZEALAND  
CANTERBURY  
LAND DISTRICT

Not Registered under Land Transfer Act—Registered under Section 83.  
Land Act, 1948



Register-Book, Vol. 529 fol. 90  
22<sup>nd</sup> day of July  
1957, at 1-26 o'clock  
Principal Land Registrar.

Pastoral Lease of Pastoral Land under the Land Act, 1948  
No. P.50

This Deed, made the first day of March one thousand nine hundred and fifty-four between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and

IAN RODERICK COLERIDGE MURCHISON, of Lake Coleridge, Sheepfarmer (2/15th),  
RONALD SINCLAIR MURCHISON of Christchurch, Solicitor (2/15th),  
JAMES DEANE of Homestead, Farmer and ROBERT JOHN SINCLAIR MURCHISON of Blenheim, Clerk (Jointly Inter on 2/15th),  
JOHN ROYAL MURCHISON of Lake Coleridge, Sheepfarmer, (2/20th),  
MICHAEL RODERICK MURCHISON of Lake Coleridge, Sheepfarmer (2/20th),  
HELI SINCLAIR MURCHISON of Christchurch, Solicitor (1/10th),  
WALTER HOWARD McCALLUM of Christchurch, Public Accountant and CHRISTINA McALLUM of Christchurch, Widow (Jointly Inter on 3/15th)

of their (who, with their executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, 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, that, give or parcel of land containing by admeasurement twelve thousand five hundred (12,500) acres, more or less, situated in the Land District of Canterbury (hereinafter referred to as "the said Land"), as the same is more particularly delineated in the plan shown 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 July one thousand nine hundred and fifty-four, together with the period between the date of this lease and the aforesaid first day of July. 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 Canterbury the clear annual rent of forty pounds (£40) 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 by (£) 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 aforesaid.

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 hereinafter reserved at the times and in the manner hereinbefore reserved in that behalf; and also will pay and discharge all rates, taxes, 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 or any part hereof 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 Canterbury (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, 1928.
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 Rabbit Nuisance Act, 1923.
7. THAT the Lessee will clear and clear from weeds, 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 fences) situated 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 the specified buildings) 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 first day of the month in 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 a fee) 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, 1928, burn any tussock, scrub, fern, or grass on the said land, nor permit any such 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.

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, 1919) 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 the bounds of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building, dwelling-house, or other structure: 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 64 (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.

Identifier

CB529/90

529/90

- (4) THAT the Lessee shall have no right of acquiring the fee simple of the said land.
  - (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:
    - (a) Cultivate any portion of the said land for the purpose of growing winter food for the stock depastured thereon;
    - (b) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
    - (c) Plough and sow in grass any portion of the said land;
    - (d) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
    - (e) Surface silt in grass any portion of the said land;
- Provided that the lessee shall, on the termination of the lease, have the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grasses to the satisfaction of the Commissioner.
- (6) THAT the Lessee shall provide due care in stocking the said land and shall not overstock the same for the purpose of this clause in the lease; and shall not depasture the same with any stock other than sheep or such other stock as the Commissioner may in writing permit to be depastured thereon.
  - (7) THAT if the Lessee shall leave New Zealand or abandon the said land or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed as implied in the satisfaction of the Land Settlement Board as the Commissioner, as the case may be, or make default for not less than ten months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 116 of the Land Act, 1914, 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 price breach of any covenant or condition of the lease.
  - (8) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1914, 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.

\*\*\*\*\*

(1) That the lessee shall be deemed not to have failed to use due care in stocking or to have overstocked so long as the stock depastured on the said land does not exceed 1100 sheep (being an increase of ten per cent on the carrying capacity on which rent hereinbefore reserved). But the Commissioner may, by notice in writing, permit the lessee to depasture thereon any greater number of sheep if he deems it advisable or expedient to do so. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and in particular in the event of a transfer. Any variation consented to by the Commissioner shall be binding on the lessee.

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

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

Witness: [Signature]  
 Occupation: Land Office Clerk  
 Address: [Address]

[Signature]  
 Commissioner of Crown Lands.

Signed by the said JAN RODERICK COLERIDGE MURCHISON in the presence of:

Witness: [Signature]  
 Occupation: Public Administrator  
 Address: [Address]

[Signature]  
 Lessee.

Signed by the said DONALD SINCLAIR MURCHISON in the presence of:

Witness: [Signature]  
 Occupation: Public Administrator  
 Address: [Address]

[Signature]

Signed by the said JAMES DEANE in the presence of:

Witness: [Signature]  
 Occupation: Public Administrator  
 Address: [Address]

[Signature]

Signed by the said ROBERT JOHN SINCLAIR MURCHISON in the presence of:

Witness: [Signature]  
 Occupation: Public Administrator  
 Address: [Address]

[Signature]

Signed by the said JOHN EOLAN MURCHISON in the presence of:

Witness: [Signature]  
 Occupation: Public Administrator  
 Address: [Address]

[Signature]

Signed by the said MICHAEL RODERICK MURCHISON in the presence of:

Witness: [Signature]  
 Occupation: Public Administrator  
 Address: [Address]

[Signature]

Identifier

CB529/90

529/90

D by the said HILL SINCLAIR MURCHISON  
 a presence of:  
 Witness: [Signature]  
 Occupation: Black & Chisholm Wood  
 Address: Adelphi Christchurch

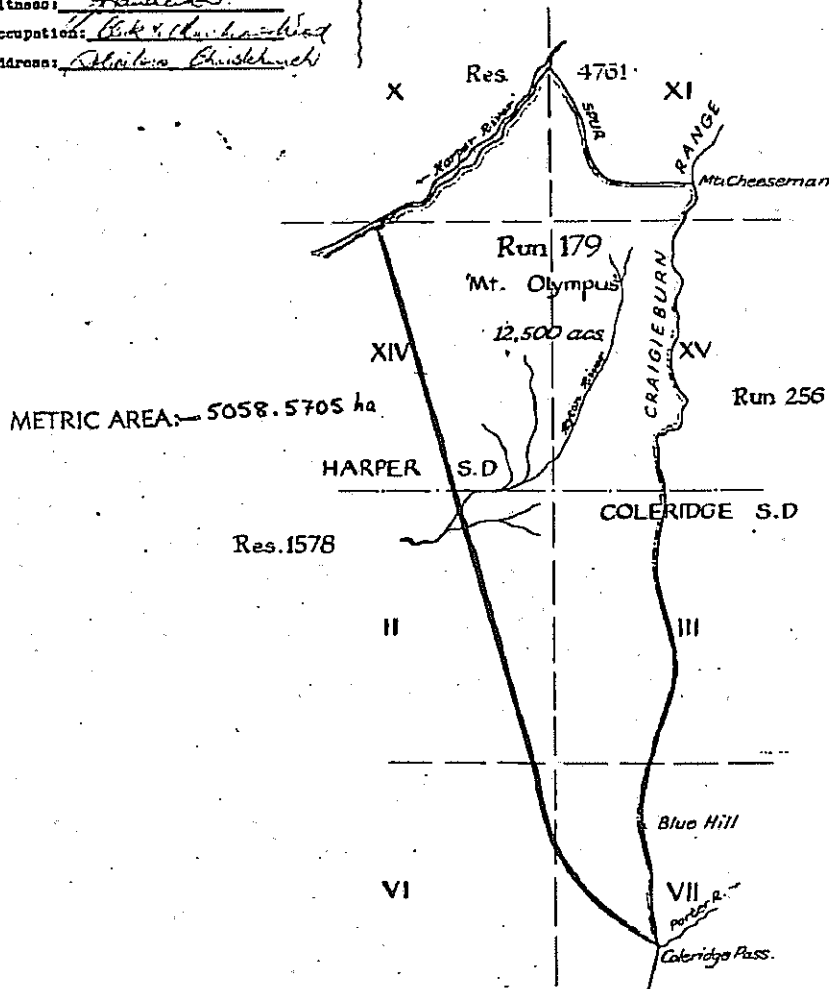
[Signature]

D by the said WALTER ROBERT McCALLUM  
 a presence of:  
 Witness: [Signature]  
 Occupation: Black & Chisholm Wood  
 Address: Adelphi Christchurch

[Signature]

D by the said CHRISTINA McLENNAN GUTHRIE  
 a presence of:  
 Witness: [Signature]  
 Occupation: Black & Chisholm Wood  
 Address: Adelphi Christchurch

Christina Guthrie



METRIC AREA: 5058.5705 ha.

Scale: 1 mile to an inch

Identifier

CB529/90

529/90

Transfer 436772 the above proprietors to Jan Rodrick Solridge, Magedson of Christchurch, partner of the above, Christchurch, Magedson, partner of above, widow and Walter Robert Magedson of Christchurch, Public Accountant, jointly with as to a 33 share, John Robin Magedson of Lake Coleridge, Shepperton as to a 33 share, and Michael Rodrick Magedson of Lake Coleridge Shepperton as to a 33 share as tenants in common produced 2/3/1959 at 11.55 am

Transfer 536342/1 to Ryton Station Limited at Christchurch - 19.3.1985 at 10.59 am.

Transmission 632721 of the interest of Jan Rodrick Colridge to John N. de Munkin and Michael Rodrick Munkin both of Lake Colridge Sheep Farmers as tenants in common - Entered 21.8.1964 at 10.17.2 a

Mortgage 560769/1 to Bank of New Zealand - 12.8.1985 at 9.45 am  
DISCHARGED  
13/11/1985  
A.L.R.

Transmission 634672 of the joint share of Walter Robert McCallum and Christina McCallum Guthrie to the said Christina McCallum Guthrie as Survivors Entered 15/9/1964 at 2.41 pm

No. 677166/1 Land Improvement Agreement under Section 30A of the Soil Conservation and Rivers Control Act 1941 - 27.4.1987 at 11.18 am

Transfer 634673 of her share Christina McCallum Guthrie to the said Christina McCallum Guthrie, Saw Robert Gardiner Guthrie of Lunedun Shipping Managers and Jack Brabazon Morris of Dabbleton Farms, - 15/9/1964 at 2.46 pm

No. 749840/1 Renewal of within Lease for 33 years commencing on 1.7.1987 and variation of terms hereof - 5.7.1988 at 11.13 am

Transfer 654492 of the share acquired by Transmission 632721 from Nelson Magedson and Magedson, Rodrick Magedson to the said John Nelson Magedson and Michael Rodrick Magedson as tenants in common in equal shares - 21.8.1964 at 10.17.2 a

Mortgage 988162/2 to Trust Bank Canterbury Limited - 13.4.1992 at 11.25 am

Transmission 739598 of the share of Christina McCallum Guthrie to Jan Robert Magedson, Magedson and Jack Brabazon Morris both as Survivors - 20.8.1968 at 2.41 pm

Transmission 739598 of the share of Christina McCallum Guthrie to Jan Robert Magedson, Magedson and Jack Brabazon Morris both as Survivors - 20/8/1968 at 9.45 am

Transfer 776135 of the share of Jan Robert Gardiner Guthrie and Jack Brabazon Morris to the said Jan Robert Gardiner Guthrie and Neil Simons Munkin of Christchurch, Solicitor. - 15-9-1969 at 11.45 am

THIS REPRODUCTION ON A REDUCED SCALE CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF THE LAND TRANSFER ACT 1952.

LAND & DEEDS	
Name	Christchurch
Date	22 MAY 1958
Time	1.36 pm
Page	182
Accepted No.	2922

No. 504624/1 Variation of the terms of the within lease - 28.8.1984 at 9.02 a.m.

*Simons*  
for A.L.R.



## **APPENDIX 2**



RECREATION PERMIT

UNDER THE LAND ACT 1948

PARTIES: THE COMMISSIONER OF CROWN LANDS pursuant to the Land Act 1948 ("the Grantor")

AND WINDWHISTLE WINTER SPORTS CLUB (INCORPORATED) ("the Grantee")

BACKGROUND:

- A. The Grantee wishes to undertake the activities described in the First Schedule over the land described in the Second Schedule ("the Operational Area")
- B. The Grantor has agreed to grant a recreation permit pursuant to Section 66A of the Land Act 1948 to the Grantee on the terms and conditions set out herein.

THE PARTIES AGREE as follows:

1. AUTHORISATION

- 1.1. The Grantor hereby authorises the Grantee to use the Operational Area for the purposes and activities set out in the First Schedule hereto.
- 1.2. This permit is intended to take effect as a recreation permit under Section 66A of the Land Act 1948 and any enactments passed in substitution thereof and the provisions of the said Act and of the regulations made thereunder shall be binding in all respects in the same manner as if such provisions had been fully set out herein.
- 1.3. This permit does not create any registerable interest in the Operational Area or any other part of the Grantor's land.
- 1.4. This permit is personal to the Grantee and shall not be capable of assignment, charge, transfer or other disposition or dealing including the transfer of shares should the Grantee be an incorporated company, in whole or in part for any purpose whatsoever.

2. TERM

- 2.1. The term of this permit shall be for a period of five (5) years commencing on the 1<sup>st</sup> day of January 2000.

3. FEES

- 3.1. The Grantee will pay to the Grantor at the offices of the Commissioner of Crown Lands at Wellington or such other place as the Grantor shall nominate from time to time the fees set out hereunder:

- 3.1.1. A minimum fee of \$ 250 plus GST per annum payable without demand in advance on the 1<sup>st</sup> day of July in each and every year; and
- 3.1.2. A fee of 2.5% plus GST of gross revenue ("the additional fee") derived from the permitted activities during the period ending 31 December 2000 and each 12 month period thereafter. The additional fee is payable without demand on the 1<sup>st</sup> day of March in each and every year from 2001 to 2006 inclusive. The additional fee must be accompanied by an annual return showing the gross revenue for the relevant period and a statutory declaration signed by two office holders of the Grantee as to the correctness of the annual return.
  - 3.1.2.1. "*Gross revenue*" is for the purpose of calculating the additional fee the total income, exclusive of GST, from ski-field operations including field takings i.e., tow fees, ski school, ski instruction and any on-field ski hire, accommodation, meals and canteen (excluding cost of food and beverages including alcoholic beverages)"
- 3.1.3 If payment is not made within seven (7) days of due date, then the Grantee shall pay in addition penalty interest of 12.5% per annum on the amount outstanding calculated from due date until the date of actual payment.

#### 4. GRANTEE'S OBLIGATIONS

- 4.1. The Grantee shall:
  - 4.1.1. Not remove any vegetation, disturb any soil or light any fire on the Operational Area without express permission in writing from the Grantor for each occasion.
  - 4.1.2. Not at any time cause any building, erection, structure or fence or alteration or addition thereto to be placed or carried out upon the Operational Area without the prior written approval of the Grantor.
  - 4.1.3. Not do or cause to be done anything for which consent would be required in terms of the Land Act 1948 or the Crown Pastoral Land Act 1998 without that consent first being obtained
  - 4.1.4 Comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Permit.
  - 4.1.5. Remove and take away or cause to be removed and taken away all refuse including vegetable matter and the land kept in a clean and tidy condition provided however that combustible material may be burnt in fires within approved buildings or in a properly erected incinerator.

- 4.1.6. Comply with the provisions of the Health and Safety in Employment Act 1992.
- 4.1.7. Ensure that the activities authorised by this permit will be confined exclusively to the Operational Area and shall use the operations area solely for the activities authorised by this permit.
- 4.1.8. Take all reasonable precautions to guard against danger on the Grantor's land.
- 4.1.9. Not interfere or obstruct the Grantor or his/her agent's employees or contractors or authorised invitees.
- 4.1.10. Not operate any vehicles off the formed access roads unless there is sufficient snow on the ground to prevent damage to soil and vegetation.
- 4.1.11. At all times maintain the access road and associated works to a standard necessary to minimise the risk of soil erosion. No alteration to the alignment of the access road may be made without the prior written consent of the Grantor.

#### 5. COSTS

- 5.1. The Grantee shall be responsible for all reasonable costs associated with the preparation of this permit and for any reasonable costs legal or otherwise arising as a result of a breach by the Grantee of any of the conditions of this permit or default by the Grantee hereunder.

#### 6. INDEMNITY

- 6.1. The Grantee hereby indemnifies the Grantor against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor in connection with this permit or as a direct result of the exercise by the Grantee of its rights under this permit, or any breach by the Grantee of its obligations, undertakings or warranties contained or implied by this permit.
- 6.2. The Grantor shall not be liable to the Grantee in contract tort or otherwise in relation to any aspect of this permit (extending to consequential loss, anything arising directly or indirectly from the permit or any activity on the Grantor's land).

#### 7. TERMINATION

The Grantor shall be entitled to revoke the permit

- 7.1 At any time in the event that the Grantee shall be in default in respect of any of the Grantee's obligations herein and such default continues for a period of one month after the date that the Grantor gives notice to the Grantee to remedy such default PROVIDED THAT such revocation of the permit for any reason shall not release the Grantee from any liability hereunder.

- 7.2 At any time in the event that the Grantee shall fail to pay any moneys due where such non payment continues for a period of one month after written demand for payment has been made by the Grantor to the Grantee PROVIDED THAT such revocation of the permit for any reason shall not release the Grantee from any liability hereunder.
- 7.2 Three months after the date of notice of termination given by the Grantor to the Grantee in the event that the Operational Area becomes part of the land subject to the tenure review process under Part 2 of the Crown Pastoral Land Act 1998 PROVIDED THAT such revocation of the permit for any reason shall not release the Grantee from any liability hereunder.

#### 8. REMOVAL OF GRANTEE'S IMPROVEMENTS

- 8.1 If the permit shall be terminated for any reason the Grantee shall forthwith remove the Grantee's improvements and leave the operational area and surrounding land in a clean and tidy state to the satisfaction of the Grantor.
- 8.2 Should the Grantee fail to remove the improvements within a reasonable time after the Grantor shall have demanded such removal then either (at the sole option of the Grantor):
- (a) The Grantor may carry out such removal and recover all removal and associated costs and penalty interest from the Grantee; or
  - (b) The Grantee shall forfeit the improvements and all right and title in such improvements to the Grantor."

#### 9 DISPUTES

- 9.1 If any dispute arises between the Grantor and Grantee under this permit the parties shall enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations or within such time as both parties agree, the Grantor shall make a determination and the overriding provisions of section 17 Land Act 1948 shall apply.

#### 10. NOTICES

- 10.1. The address for service for the Grantor shall be as follows or as notified in writing by the Grantor to the Grantee from time to time:

Commissioner of Crown Lands  
C/- Knight Frank (NZ) Limited  
76 Cashel Street  
PO Box 142  
CHRISTCHURCH

Telephone: (03)3799787  
Facsimile: (03)3798440

- 10.2. The address of the Grantee shall be as follows or as notified in writing by the Grantee to the Grantor from time to time:

Windwhistle Winter Sports Club (Inc)  
C/- D J Studholme  
34 Aikmans Road  
CHRISTCHURCH  
PO Box 25055  
CHRISTCHURCH

Telephone:  
Facsimile:

SIGNED for an on behalf of )  
HER MAJESTY THE QUEEN )  
by )  
pursuant to a delegation from the )  
COMMISSIONER OF CROWN LANDS )  
in the presence of )

*[Handwritten signature]*

*[Handwritten signature]*

Witness Name

GRANT KASPER WEBLEY  
PORTFOLIO MANAGER  
CROWN PROPERTY MANAGEMENT  
C/- LINZ, CHRISTCHURCH

Occupation

Address

THE COMMON SEAL of )  
WINDWHISTLE WINTER SPORTS )  
CLUB INCORPORATED was hereunto )  
affixed in the presence of )

*[Handwritten signature]*

*Club Captain*

*[Handwritten signature]*

*Treasurer*

*[Handwritten signature]*

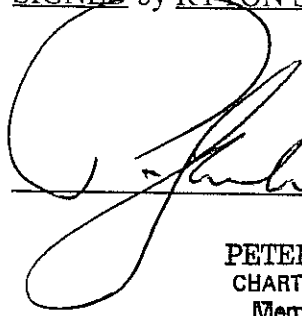
*John Charles Bentley*  
*Architectural*  
*Hotel Broker*

CONSENT OF LESSEE

RYTON STATION LIMITED together with its successors and assigns consents to the issue of a recreation permit to WINDWHISTLE WINTER SPORTS CLUB INCORPORATED by the Commissioner of Crown Lands pursuant to section 66A of the Land Act 1948 on the terms of the accompanying recreation permit.

DATED this 11 day of August, 2000

SIGNED by RYTON STATION LIMITED )

  
Director (Attorney for T C 2162).  
PETER A GLASSFORD  
CHARTERED ACCOUNTANT  
Member of Institute of  
Chartered Accountants (NZ)

A. E. witness  
A J Holdbon  
PO Box 13646  
CHCH



FIRST SCHEDULE

The Grantee shall operate and maintain a ski-field including accommodation facilities on the said land in accordance with the terms and conditions as are herein contained and shall provide all the necessary facilities and ancillary services.

Present facilities at the issue of this permit include;

- (1) Tows
  - (i) Access tow (approximately 320 metres in length)
  - (ii) Main tow (approximately 305 metres in length)
  - (iii) Top tow (approximately 70 metres in length)
  - (iv) Learner's tow (approximately 100 metres in length)
  
- (2) Buildings
  - (i) Existing accommodation lodge and the extension shown on the attached plan
  - (ii) Bottom hut and attached garage (total area 50 square metres)
  - (iii) Tow shed for main and access tows (total area 50 square metres)
  - (iv) Top tow shed (less than 25 square metres)
  - (v) Learner tow shed (less than 25 square metres)

SECOND SCHEDULE

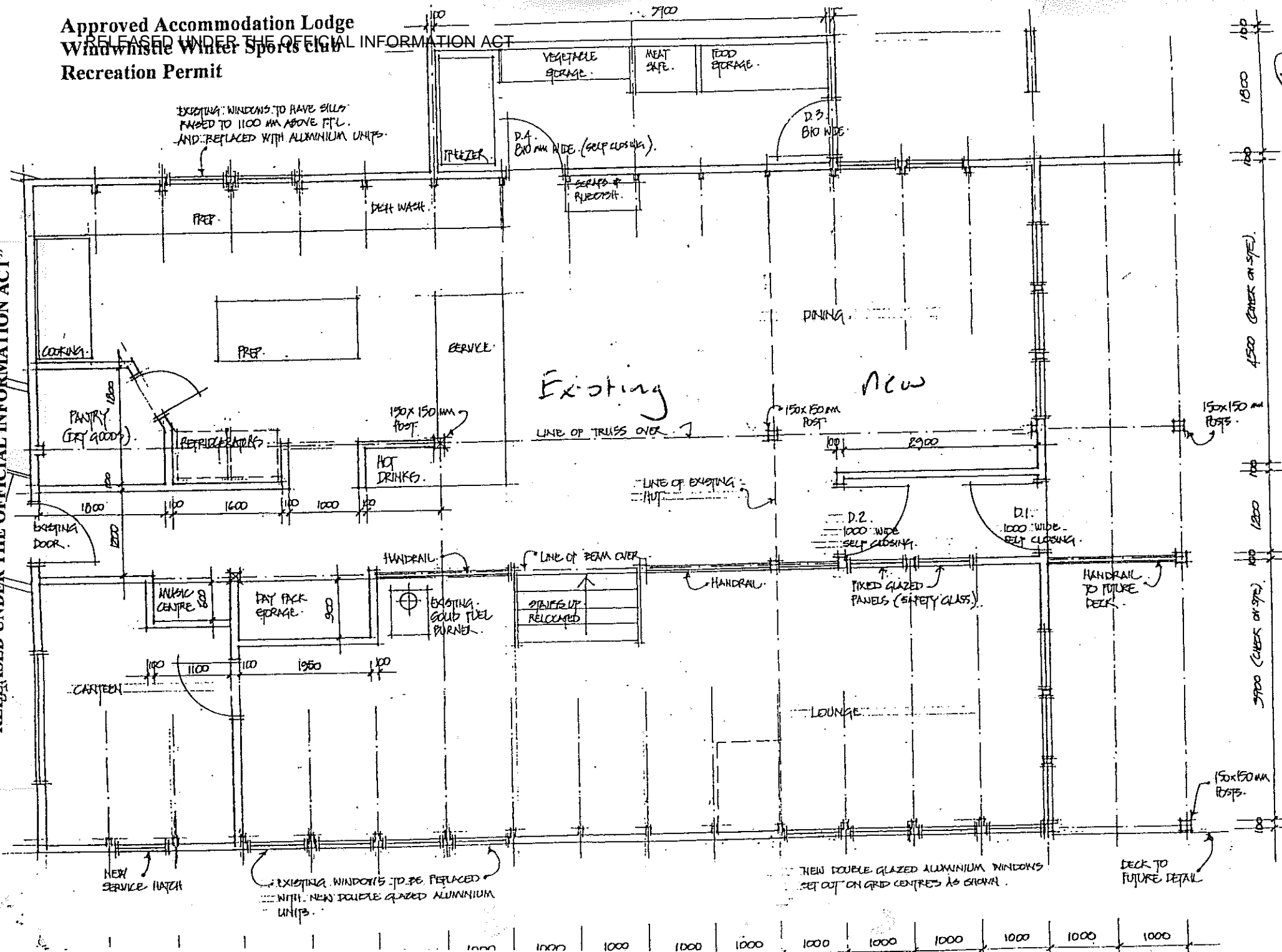
All that parcel of land situated in the Canterbury Land District containing approximately 350 hectares of Mt Olympus pastoral lease being Part Run 179 (Land Registry Folio Reference 529/90) including the access road as more particularly shown on the attached plan and aerial photograph.



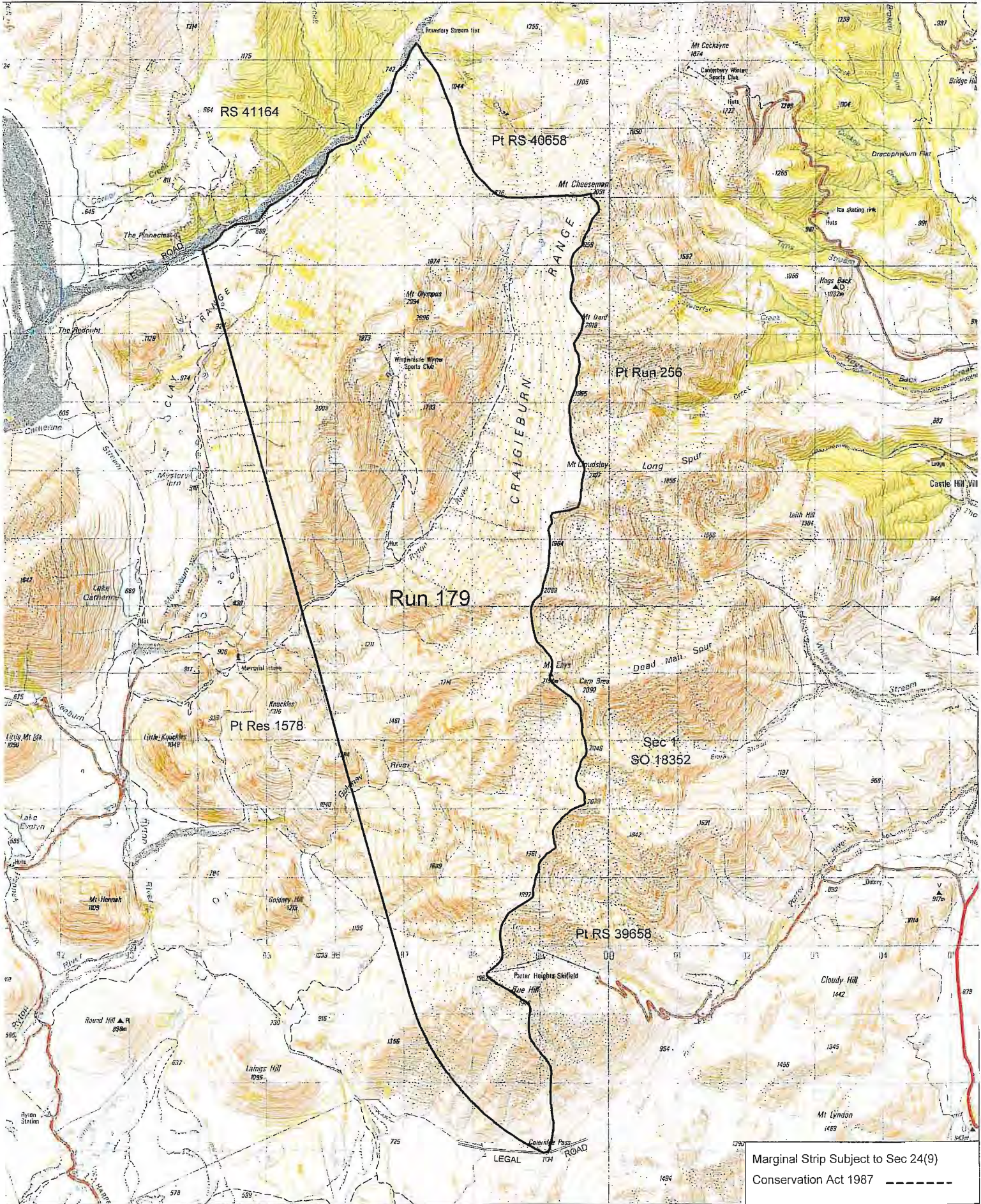


Approved Accommodation Lodge  
 Windwhistle Winter Sports Club  
 Recreation Permit

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"



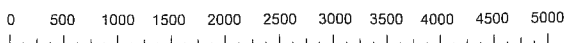
*DA*



Marginal Strip Subject to Sec 24(9)  
 Conservation Act 1987 -----

## Ryton Station

Scale 1:50000



**ANDERSEN & ASSOCIATES**  
 REGISTERED SURVEYORS

PO Box 13-343  
 Christchurch  
 Ph: 03 379 9901

Version	1	2	3	4	5
Canterbury Land District					
Topographic Map 260 - K34, K35					
Sheet 1 of 1					
Date 22/03/02					

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

Whitby Winter Sports Club

### Recreation Permit Area

(Permit only applies to land held under pastoral lease)



Boundary of Permit - - -

Ski Tow - - -

Hub A

Hub B

*AB*

## **APPENDIX 3**

799-760

29 October 1986

CONFIDENTIAL COPY PROVIDED TO  
LINZ (CROWN PROPERTY MANAGEMENT)  
CONTRACTOR FOR PURPOSES ASSOCIATED

Private Bag  
CHRISTCHURCH

~~The Directors  
Ryton Station Limited  
R.D. 2  
DARFIELD~~

WITH CONTRACT 50212 ONLY.  
NOT TO BE FURTHER COPIED, REPRODUCED  
OR DISTRIBUTED WITHOUT THE  
PERMISSION OF LINZ

6/1/87  
1/4/87

Dear Sirs/Madam

RENEWAL OF PASTORAL LEASE : RUN 179 "MT OLYMPUS"  
AREA: 5058.5705 HECTARES

As you know your pastoral lease over the above land will expire on 30 June 1987.

I am pleased to inform you that acting under delegated authority from the Land Settlement Board I have, pursuant to Section 66 Land Act 1948, approved the renewal of your lease for a further term of 33 years from 1 July 1987.

The Board has, pursuant to Section 131 of the Land Act 1948, determined the values for renewal as follows:

- |  |          |
|--|----------|
| (a) Value of Improvements                          | \$7,700  |
| (b) Value of Improvements included in Rental Value | NIL      |
| (c) Value of Land Exclusive of Improvements        | \$13,800 |

The pastoral lease is to be renewed over an area of 5058.5705 hectares on the following conditions:


- (a) the annual rental for the first eleven years of the new lease is based on 1½% of the value of LEI ((c) above) which is \$207 and the yearly rent after the initial period will be calculated at 2½% (less one-ninth rebate) of the then LEI and the lease is issued subject to eleven yearly reviews of rent. N.B. Please note that the new annual rental to be effective from 1 July 1987 will be subject to G.S.T.
- (b) the stock limit to be shown in the lease document be set as follows:  
1000 sheep plus 10%
- (c) that the Crown retain the right to apply the provisions of Section 58 Land Act 1948 in respect of all rivers and streams in excess of 3 metres in width traversing or forming the boundary of the property subject to legal confirmation in that regard.

In relation to condition (c) of this offer it should be noted in particular that the matter of the application of Section 58 of the Land Act 1948 as it relates to the renewal of pastoral leases is currently the subject of an investigation by the department's legal advisers. Section 58 requires the Crown to reserve from sale or other disposition a strip of land not less than 20 metres in width along (among other things) the banks of all rivers and streams which have an average width of not less than 3 metres. When I have been advised of the full legal implications of this investigation I will advise you further. In the interim however a new lease cannot be issued. If you require a guarantee as to security in order to raise finance please contact me and I will arrange for an "undertaking to issue a renewal lease" to be prepared.

... You will see that the attached notices set out full details of the renewal values. Section 132(1) of the Act requires that you notify me within six months of receipt of this letter as to which of the options set out in the notice of values you wish to pursue, an election form also being enclosed for this purpose. I would also point out that pursuant to Section 132(2) if you fail to notify me of which option you wish to elect within the prescribed period, you shall be deemed to have agreed to accept a renewal lease at the rental value and other values set out in the notice.

... As a separate matter, I would like to inform you of the department's intention in terms of the 1985 joint NWASCA/LSB destocking and land surrender policy of seeking the exclusion from the lease of those significant areas of Class VIII and severely eroded Class VII land not suitable for pastoral use. This area has been jointly identified by officers of the Department of Lands and Survey and North Canterbury Catchment Board as that part of your leasehold behind the retirement fence, and accordingly, the Department will be seeking the exclusion of this area from the lease at the first available opportunity. I have enclosed a plan of your lease with the area concerned identified. Nothing related to this matter in any way affects your right to a renewal of the total lease area as outlined above, and I do not wish to deny your company of any of your renewal rights. However, should you be willing to surrender the land so identified for exclusion from the lease, the department would accept the surrender of the land as from 31 December 1987 with appropriate adjustments being made to the rental value and annual rent based on the sum of \$8,650 being the value of Land exclusive of Improvements of the residue area after surrender.


Yours faithfully

  
L.M. KENWORTHY  
Commissioner of Crown Lands

Encls.

CPLO  
OFFICE

Copy for your information.

  
L.M. KENWORTHY  
Commissioner of Crown Lands

264  
[Handwritten initials and scribbles]

LAND SETTLEMENT BOARD  
SUBMISSION TO COMMISSIONER OF CROWN LANDS  
RENEWAL OF PASTORAL LEASE

FILES H.O.  
D.O. P50

CASE NO. 86/585

CANTERBURY LAND DISTRICT

LESSEE

RYTON STATION LIMITED (Michael Stuart Mears & others)

RUN NAME

"Mt Olympus"

LAND HELD IN LEASE

Run 179 "Mt Olympus" situated in Harper and Coleridge Survey Districts.

Area 5058.5705 hectares.

LOCATION

Off Harper Road, 140 km west of Christchurch.

PARTICULARS OF TENURE

<u>Tenure</u>	Pastoral Lease
<u>Term</u>	33 years from 1/7/54
<u>Expires</u>	30/6/87
<u>Annual Rental</u>	\$80.00
<u>Stock Limit in the Lease</u>	1000 sheep plus 10%

Present Stock Limit

Pastoral Lease	1000 sheep plus 10%
Leasehold & freehold combined	No limit specified.

CROWN IMPROVEMENTS

Nil

OTHER LAND HELD

907.6495 hectares University of Canterbury leasehold and 443.37 hectares freehold.

PLANS

An illustrative plan of the property is attached.

GENERAL DESCRIPTION

A relatively small, cold, high altitude property at the southern end of the Craigieburn Range overlooking Lake Coleridge near the headwaters of the Rakaia River.

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Since 1971 when the retirement fence was completed under a Soil and Water Conservation Run Plan, 97.5% (4933.57 ha) of the property has been retired from grazing leaving only 2.5% (125 ha) able to be grazed.

The retirement land was not surrendered, for when the plan was accepted it was the lessee's wish that the land remain within the lease and be made available for grazing in case of severe drought or an abnormal stress period on the rest of the property.

Since approximately 1948 the Mount Olympus Ski Club have operated a club skifield within the retired area. This is the subject of negotiations for a Recreation Permit with this department.

#### LAND CAPABILITY

<u>Class</u>	<u>Hectares</u>
III	
IV	
V	
VI	87 ha
VII	435 ha
VIII	4536 ha
	<u>5058 ha</u>

There is a Soil and Water Conservation Run Plan in operation on the adjoining freehold and leasehold land.

#### VALUATION

(a) Roll Valuation as at 1/7/85

Value of Improvements	\$ 6,500
Land Value	\$15,000
Capital Value	\$21,500

(b) Valuation for renewal as at 30/6/85 by K.C. Hagan, District Valuer.  
(Total Area 5058.57 ha)

Value of Improvements	\$ 7,700
Land Exclusive of Improvements	\$13,800
Capital Value	\$21,500

(c) Partial valuation for renewal as at 30/6/85.  
(On basis of net area of 125 ha after surrender of 4933.5 ha)

Value of Improvements	\$ 5,100
Land Exclusive of Improvements	\$ 8,650
Capital Value	\$13,750

#### FIELD REPORT

No special field report has been undertaken for renewal purposes.



1. Variation to Basic Stock Limitation

No change necessary. The lease will be renewed subject to the existing stock limitation as shown in the lease. The personal stock limitation is to be reviewed at first opportunity.

2. Boundary Adjustments

(a) Run Plan

The continued presence of the 4933 ha of retired land as part of the pastoral lease must be questioned in the light of current Land Settlement Board policy.

In 1984 Mt Olympus Pastoral Lease was transferred to the current lessee company. At the time of transfer the company did not wish to surrender the land for it recognised the possibility of recreation potential on the retired area and wished to investigate this further. To-date there have been no developments on this matter.

At purchase the possibility of freeholding the grazed area was discussed but the lessee has taken no further action.

In the letter of approval to the transfer it was made clear to the purchaser that the department was desirous of having the retired land surrendered from the lease and discussions to achieve this would be undertaken at an early opportunity. No discussions have yet taken place.

Should the company still not wish to surrender the Land Settlement Board could consider resumption in terms of Section 117 Land Act 1948.

See folios 222, 232, 234, 237, 239, 241 and 244 for history of retirement and surrender debate.

3. Areas to be Excluded or Protected

This lease falls within the Coleridge Ecological District. However, no PNA programme has been completed as yet. Therefore there are no known areas of ecological, scientific, scenic or geological importance that require protection or exclusion at this stage.

LESSEES COMMENTS

The lessees were not interviewed for this report.

DISTRICT FIELD OFFICER'S COMMENTS

Even though the lessee has a right of renewal covering present boundaries, it appears nonsensical to me to renew this lease in its entirety. Since 97.5% of the area has been destocked, the logical step is to press for surrender of this portion and renew only 2.5%. Because there is little economic dependence on the pastoral lease this example would make a suitable test case for the Land Settlement Board policy on surrender.

In respect of the valuation for rental assessment no account seems to have been taken of the ski club buildings or roading. It is acknowledged that these improvements belong to neither the lessee nor the lessor but can hardly be ignored on that account.

CHIEF SURVEYOR'S COMMENTS

Obviously with a new retirement boundary survey will be required to define the retirement fence. It would also be appropriate at the same time to refix the bank of the Harper River, the existing NW boundary. The survey method may entail photogrammetry if the retirement fence can be pinpointed on the aerial photography, otherwise survey to Class C standards will have to be used.

Please note that there does not appear to be a Section 58 strip on the Harper River - the appropriate clause should be included in the new lease.

RECOMMENDATIONS

1. That pursuant to Section 131 of the Land Act 1948, the values for renewal purposes subject to any adjustments that may be required resulting from Recommendation 3. below be fixed as follows:

(a) Value of Improvements	\$ 7,700
(b) Value of Improvements included in Rental Value	Nil
(c) Value of Land exclusive of Improvements	\$13,800

2. That the lease be renewed pursuant to Section 66 of the Land Act 1948 on the following conditions:
  - (a) The annual rental for the first eleven years of the new lease based on  $1\frac{1}{2}\%$  of the value of 1(c) above be fixed at \$207, the rental after the initial period to be  $2\frac{1}{4}\%$  (less one-ninth rebate) of the then land exclusive of improvements and lease to be subject to eleven yearly reviews of rent.
  - (b) The stock limit to be shown in the lease document be set as follows:  
1000 sheep plus 10%

3. That the Crown retain the right to apply the provisions of Section 58 Land Act 1948 in respect of all rivers and streams in excess of 3 metres in width traversing or forming the boundary to the property, subject to legal confirmation in that regard.

4. That follow-up action be taken to negotiate the surrender of the 4933.5 hectares of land retired under the Run Plan Agreement entered into with the North Canterbury Catchment Board in terms of the 1985 joint policy on destocking and surrender.

Negotiations to be commenced immediately and if lessee does not agree to surrender consideration should be given to resume the land pursuant to Section 117 Land Act 1948.

DECISION

Approved/~~Declined~~ (See also my note hereunder).

*James Cunningham*  
Commissioner of Crown Lands  
1/10/86

Prepared by: *[Signature]*

Checked by:

On 23/7/86 Mr Webster & I discussed this property with NCCBd executives in the context of the 1985 joint destocking and land surrender policy. We agreed that this was a straightforward case where the two agencies could, without any further effort, jointly identify the land behind the retirement fence as the <sup>"significant"</sup> areas of class VIII land and severely eroded class VII land not suitable for pastoral use within the pastoral lease that should be ~~excluded~~ <sup>excluded</sup> from the lease.

In terms of their rights the lessee must be offered a renewal of the whole area of the expiring lease and be entitled to exercise its options under S. 132 Land Act 1948. Nevertheless, at the time of notifying the terms of the renewal, the lessee is to be notified as a separate matter -

1. that in terms of the joint policy, the Department and the NC Cattlement Board have identified the land not suited to pastoral use as the land behind the retirement fence and consequently, the Department will be seeking the exclusion of that area from the lease at the first opportunity.

2. that the Dept. does not wish to deny the lessee any of its rights under the Act but, as long as the lessee accepts the values for renewal and is willing to surrender the land so identified for exclusion from the lease, the Department would accept the surrender of that land as from 31 December 1987 with its appropriate adjustment in rent based on an LEI of \$8650.

*James Cunningham*  
1/10/86