

Crown Pastoral Land Tenure Review

Lease name : OMAHAU PART

Lease number : PT 092

Due Diligence Report (including Status Report) - Part 3

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.

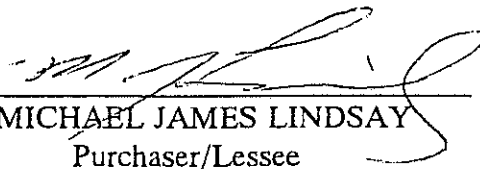
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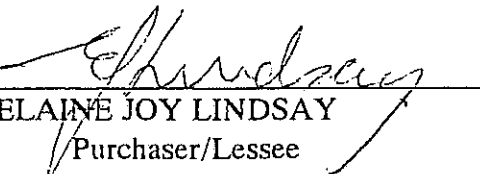
8 March 2000

**ACKNOWLEDGMENT AND ACCEPTANCE OF BOND BY DEED
PASTORAL LEASE NO P92**


Dated this 13th day of March 2000.

We the purchasers of the Hill Block ("Omahau Hill") of the Pastoral Lease formerly known as "Omahau" acknowledge and accept the terms and conditions of the Bond by Deed and Wilding Tree Programme


MICHAEL JAMES LINDSAY
Purchaser/Lessee


ELAINE JOY LINDSAY
Purchaser/Lessee

Witness to the above signatures:

Witness: 

Occupation: R. J. C. List
Solicitor

Address: Timaru

COPY

DATED _____ 1998

BETWEEN HER MAJESTY THE QUEEN
Lessor

AND ALLAN JAMES HUBBARD

and

ROSEANN MARY WALLS
Lessees

BOND BY DEED

KNIGHT FRANK (NZ) LIMITED
41 SOPHIA STREET
P O BOX 564
TIMARU

COPY

COPY

BOND BY DEED

Dated 14/7 day of May 1998

BETWEEN THE COMMISSIONER OF CROWN LANDS (called "The Commissioner":) acting for and on behalf of Her Majesty the Queen.

AND ALLAN JAMES HUBBARD and ROSEANN MARY WALLS as Trustees of the W G Elliot Trust, Farmers, of Twizel (called "The Lessees").

BACKGROUND TO THIS AGREEMENT

- A The Lessees are the lessees of Run 292 "Omahau" and Lot 1 DP 17077 Strachey and Campbell Survey Districts containing 2288 hectares more or less contained in Certificate of Title 529/231 Canterbury Land Registry (called "the Pastoral Lease").
- B The Commissioner has consented to the subdivision and transfer of the pastoral lease with part retained by the Lessees subject to a bond for the amount of five thousand dollars (\$5,000.00) to ensure that wilding tree control is undertaken by the Lessees to the satisfaction of The Commissioner.

TERMS OF THIS DEED

- 1 THE Lessees agree to consult with The Commissioner or his agent for the time being and enter into the wilding tree control programme, set out in Schedule I, to the satisfaction of The Commissioner immediately upon subdivision of the Pastoral Lease.
- 2 IN consideration of The Commissioner consenting to the subdivision and transfer of part of the Pastoral Lease, the Lessees agree to enter into a Bond with The Commissioner of \$5,000.00.
- 3 IF the Lessees fail to carry out the wilding tree control programme, in Schedule I, to the satisfaction of The Commissioner or make insufficient progress with control, then the bond, at the sole discretion of The Commissioner shall:

.../2

COPY

Apr *2/18*
RMEW

BOND BY DEED
Omahau
May 1998

- (a) Become immediately payable to The Commissioner by the Lessees.
 - (b) The Commissioner may at any time after the default take such steps as are necessary to have the wilding tree control programme completed pursuant to the purchasers' obligations as aforesaid.
 - (c) The Commissioner shall recover from the bond all costs in having the wilding tree control programme completed and in meeting his expenses and shall repay to the purchasers any balance of the bond then remaining.
- 4 UPON completion of the works in compliance with this Deed and within the time period required under this Deed or within such further period as The Commissioner may in his discretion permit then this bond shall be discharged in writing.
 - 5 THE purchasers covenant with The Commissioner to indemnify the Commissioner against any action, claim and expenses whatsoever which may be taken against, incurred by or become payable by, The Commissioner, arising from the non-compliance by the purchasers of their obligations hereunder.
 - 6 THE liability of the purchasers hereunder shall not be released or affected by any delay, extension of time or other indulgence to the owner by The Commissioner in giving effect to the terms of this Deed.
 - 7 THE powers and remedies hereby given to The Commissioner are an addition to all other powers and remedies conferred on him by an Act.
 - 8 FOR the purposes of giving effect to the provisions of this Deed the owner will, when called upon by The Commissioner, grant a mortgage to The Commissioner over the said land incorporating the provisions of this Deed and at the cost in all things of the Purchasers.
 - 9 THE purchasers agree to pay the costs in the preparation and stamping of this Bond.
 - 10 IT is agreed that the registered proprietor for the time being in title shall be bound by this Deed both jointly and severally so long as all obligations under the deed have been properly discharged at the time of the transfer.

.../3

COPY

Handwritten initials and signatures:
C7X
RMA

620

File Ref :Pt 092

LAND RESOURCES DIVISION

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

12 March 1999

Mr & Mrs M Walls
Omahau Partnership
PO Box 20
TWIZEL

Dear Malcolm and Roseann

BOND FOR CONTROL OF TREES

In 1998 you entered into a wilding tree control programme in relation to a Bond by Deed.

As you are still technically the lessees, there being no transfer registered, I am seeking your written statement that you have complied with Clause 1 of the Wilding Tree Control Programme viz:
"During 1998 fell all cone-bearing trees which have grown as the result of natural seeding."

As at this date we have not received from the solicitors of the purchasers of the Hill Block confirmation that the purchaser will accept to carry out all the conditions/obligations of the Bond and the Wilding Tree Control Programme. We therefore look to you to ensure that the programme is carried out until such time as transfer is effected and the purchaser assumes that responsibility.

Looking forward to hearing from you that good progress in terms of the agreement is being made with the eradication of trees.

Yours faithfully
KNIGHT FRANK (NZ) LIMITED

R A WARD-SMITH
MANAGER - TIMARU

s:\g-lrd-wp\wardsmir\R9119

607
500

DATED _____ 1998

BETWEEN HER MAJESTY THE QUEEN
Lessor

AND ALLAN JAMES HUBBARD

and

ROSEANN MARY WALLS
Lessees

BOND BY DEED

KNIGHT FRANK (NZ) LIMITED
41 SOPHIA STREET
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.../2

Aggr *CK*
RMW

BOND BY DEED
Omahau
May 1998

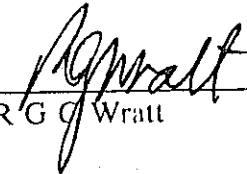
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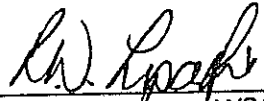
[Handwritten signatures and initials]
RMA

BOND BY DEED
Omaha
May 1998

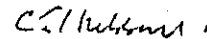
SIGNED for and on behalf of HER MAJESTY)
THE QUEEN by ROYCE GEORGE COZENS)
WRATT pursuant to a delegation from the)
Commissioner of Crown Lands, in the presence of :)



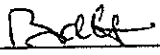
R G Wratt

Witness: 
ROBERT WILLIAM LYSAGHT
Occupation: PROPERTY OFFICER
LAND INFORMATION NZ
Address: CHRISTCHURCH

Signed by the said)
ALLAN JAMES HUBBARD)




A J Hubbard

Witness : 
Occupation: TYPIST
Brockley Rd. RD 2
Address: Timaru.

SIGNED by the said)
ROSEANN MARY WALLS)



R M Walls

Witness: 
Occupation: Solicitor
Address: Timaru

SCHEDULE I

WILDING TREE CONTROL PROGRAMME

The Lessees of Omahau hereinafter referred to as the lessees hereby agree to:

- 1 During 1998 fell all cone bearing trees which have grown as the result of natural seeding.
- 2 During 1999 fell all trees over 5 years old.
- 3 During 2000 fell all trees over 3 years old.
- 4 During 2001 carry out follow-up and removal of all trees 3 years old and over.
- 5 During the year 2001 carry out follow up, so that the only areas of exotic trees remaining on the property are those which the Commissioner of Crown Lands has granted his consent.
- 6 Completion of the control programme to the satisfaction of the Commissioner of Crown Lands by 31 December 2001.

Signed on behalf of the Trustees by

R.M. Wall
Date: 14 / 05 / 1998

Signed for and on behalf of the Commissioner of Crown Lands by

A. G. Watt
Date: 19 / 6 / 1998

CONSERVATION COVENANT

(Pursuant to Section 77 of the Reserves Act 1977)

WHEREAS HELEN CAMPBELL ELLIOT of Lake Pukaki, Married Woman, ALLAN JAMES HUBBARD of Timaru, Chartered Accountant, and ROSEANN MARY WALLS of Lake Pukaki, Married Woman (hereinafter together with their Executors, Administrators and assigns called "the Covenantor") are registered as proprietor of an estate of Leasehold in Crown Pastoral Lease P92 subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situated in the Land Registration District of Canterbury containing FIRSTLY hectares being Part Run 292 situated in Block Survey District and being part of the land comprised and described in Certificate of Title Volume 529, folio 231 SUBJECT HOWEVER to Memoranda of Mortgage Nos. 334543/1, and 206493/2 (Canterbury Registry) as is delineated on the plan attached hereto and thereon edged red and labelled Ecological District, RAP7 and SECONDLY hectares being Part Run 292 situated in Block Survey District and being part of the land comprised and described in Certificate of Title Volume 529 folio 231 SUBJECT HOWEVER to Memoranda of Mortgage Nos. 334543/1 and 206493/2 (Canterbury Registry) as is delineated on the plan attached hereto and thereon edged blue and labelled Ben Ohau Ecological District RAP7 (hereinafter referred to as "the said land")

AND WHEREAS the MINISTER OF CONSERVATION (hereinafter referred to as "the Minister") is authorised by the Reserves Act 1977 (hereinafter referred to as "the said Act") to obtain conservation covenants in respect of any private land or any Crown land held under Crown lease for the purpose of managing the said land so as to preserve the natural environment, or landscape amenity, or wildlife or freshwater-life or marine-life habitat, or historical value

AND WHEREAS the Covenantor has agreed to grant to the Minister a conservation covenant for the purpose and intent of preserving and protecting the natural environment, wildlife habitat and landscape amenity namely FIRSTLY an area of manuka and *Cassinia* scrub and associated snow tussocks and SECONDLY an area of high altitude *Chionochloa rigidia* tussock and with extensive *Dracophyllum pronum* and scattered fescue *Mathewsii*

NOW THEREFORE in consideration of the covenants and conditions hereinafter contained the Covenantor DOETH HEREBY GRANT unto the Minister a conservation covenant to the end and intent that the covenant shall have effect for the unexpired term (including any renewal thereof) of the Covenantors lease of the said land. AND THESE PRESENTS WITNESS that in pursuance of the said agreement and by virtue of Section 77 of the said Act the Covenantor and the Minister with intent and so as to bind the said land into whosoever hands the same may come (but not so as to render the Covenantor personally liable in damages for any breach of covenant committed after he shall have parted with all interest in the property in respect of which such breach shall occur) MUTUALLY COVENANT at all times to observe and perform the respective duties and obligations imposed in the restrictions stipulations and agreements contained in the Schedule hereto.

SCHEDULE

RESTRICTIONS, STIPULATIONS AND AGREEMENTS

1. NO act or thing shall be done or placed or permitted to remain upon the said land which in the opinion of the Minister materially alters the actual appearance or condition of the said land or which in the opinion of the Minister is prejudicial to the aim and purpose of the within written conservation covenant.
2. THE Covenantor shall not permit any change in the character of the said land except as may be authorised in writing by the Minister.
3. THE Covenantor shall not build any structures or hoardings on the said land except as may be authorised in writing by the Minister.
4. THE Covenantor shall not permit or suffer the placement use or maintenance of any vehicle, trailer, caravan or similar object on the said land, except for the purpose of day to day farm management.
5. THE Covenantor shall notify the Minister of any intention to mine the said land for minerals, petroleum or any other substance or deposit and shall not proceed with mining nor signify any concurrence in relation to mining without the previous written consent of the Minister.
6. THE Covenantor shall notify the Minister of any intention to erect utility transmission lines on the said land and shall not signify any concurrence in relation to the proposed work, without the written permission of the Minister.
7. THAT the Covenantor will clear and keep clear the said land from gorse, broom, sweetbriar, nodding thistles, and all noxious plants, and in particular will comply with the provisions of the Noxious Plants Act 1978 and all amendments thereto and with all notices or demands lawfully given or made by any person in pursuance thereof.
8. THAT the Covenantor will clear the said land of all exotic trees and will not allow any regrowth or replacement thereof and will so far as possible protect the said land from infiltration by exotic trees spreading from adjoining land.
9. THAT the Covenantor will clear and keep clear the said land from rabbits and vermin and in particular will comply with the provisions of the Agricultural Pests Destruction Act 1967 and all amendments thereto and with all notices or demands lawfully given or made by any person in pursuance thereof PROVIDED THAT the Minister will in consultation with the Covenantor initiate or contribute to a pest control programme where in the opinion of the Minister the said land is suffering significant damage from the presence of rabbits or vermin. *Granted Commitment by Doc*
10. THE Covenantor shall not permit the accumulation of any rubbish or material which is unsightly or offensive, on the said land.

11. THE Covenantor shall not subdivide the said land except for such conservation or stock control purposes as may be authorised in writing by the Minister.
12. ANY officer, agent or servant authorised in that behalf by the Minister may enter upon the said land for the purpose of viewing the state and condition thereof or for the purpose of carrying out such work as may be necessary for the protection or maintenance of the said land, consistent with the aims and purposes expressed herein.
13. THE Covenantor shall keep all fences, gates, and other structures and improvements now erected or made, or which may hereafter be erected or made, on the said land or on the boundaries thereof in good repair, order and condition PROVIDED THAT where the prior approval of the Minister has been given to any such construction maintenance or improvement the cost of such work shall be borne by the Covenantor and the Minister equally.
14. THE Covenantor shall not carry out nor allow to be carried out any burning, chemical spraying topdressing or oversowing on the said land except as may be authorised in writing by the Minister.
15. THAT should any fire break out on or threaten the said land officers agents or servants of the Minister may be called on by the Covenantor to assist with control of the fire without cost to the Covenantor.
16. THAT the public shall have access to the said land only with the prior permission of the Covenantor and on such terms and conditions as it shall specify.
17. THAT the Covenantor may from time to time request technical advice and assistance from the Minister who shall if he deems it necessary for the furthering of the purpose of the within covenant provide such advice and assistance and to that end the Minister and Covenantor may enter into a management agreement providing for the implementation of the objectives and purposes set out herein.
18. THAT any consent, approval, authorisation or notice to be given by the Minister shall be sufficient if given in writing signed by the Regional Manager for the Canterbury Region, Department of Conservation and delivered or sent by post to the residential or official address of the Covenantor or to the Solicitor acting on behalf of the Covenantor.
19. THAT the Covenantor shall be permitted to graze sheep on the said land PROVIDED THAT there shall be not more than 1700 Merino wethers on the land firstly described at any one time between the months of December to February in each and every year and not more than 1700 merino wethers on the land secondly described at any one time between the months of February and May in each and every year or such ^{stock and} numbers as are from time to time agreed to by the parties.
20. ON the renewal of or the substitution of a new lease for the existing lease of the said land, the Covenantor shall request the District Land Registrar to state on any memorial of the new lease that it is in renewal of or in substitution for the prior lease.

The Minister DOTH HEREBY ACCEPT this conservation covenant subject to and together with the restrictions, stipulations and agreements set forth in the Schedule hereto.

IN WITNESS WHEREOF this Covenant has been executed this day of _____ 19 .

SIGNED by HELEN CAMPBELL)
ELLIOT, ALLAN JAMES)
HUBBARD, and ROSEANN)
MARY WALLS in the presence of:) _____

Witness: _____

Occupation: _____

Address: _____

SIGNED by the Regional Manager)
for the Canterbury Region)
Department of Conservation)
acting for and on behalf of the)
)
Minister pursuant to Section 117)
of the Reserves Act 1977 in the)
presence of:) _____

Witness: _____

Occupation: _____

Address: _____

CONSENT TO THE WITHIN CONSERVATION COVENANT

THE MINISTER OF LANDS for an on behalf of HER MAJESTY THE QUEEN as lessor DOETH HEREBY CONSENT to the within written covenant pursuant to Section 77(1) Reserves Act 1977.

SIGNED for and on behalf)
of the Minister of Lands by)
in the presence of)

Witness _____

Occupation: _____

Address: _____

WALTER GILBERT ELLIOT as mortgagee under and by the virtue of Memorandum of Mortgage No. 206493/2 DOETH HEREBY CONSENT to the within written Covenant BUT WITHOUT PREJUDICE to its rights powers and remedies otherwise under or in respect of the said Mortgage.

THE RURAL BANKING AND FINANCE CORPORATION OF NEW ZEALAND as Mortgagee under and by virtue of Memorandum of Mortgage No. 71740/1 DOETH HEREBY CONSENT to the within written Covenant BUT WITHOUT PREJUDICE to its rights powers and remedies otherwise under or in respect of the said mortgage.

GRANT OF

Correct for the purpose of the
CONSERVATION COVENANT
Land Transfer Act
pursuant to Section 77 of the
Reserves Act 1977

Solicitor for the Minister

HELEN CAMPBELL ELLIOT,
ALLAN JAMES HUBBARD,
AND ROSEANN MARY WALLS

Covenantor

TO

THE MINISTER OF CONSERVATION

Particulars entered in Register
Vol. 529 folio 231

Date

Time

District
Assistant Land Registrar

of the District of Canterbury

Regional Solicitor
Department of Conservation
Private Bag
CHRISTCHURCH

Omahau Station Proposed Covenant Area

Pukaki Ecological District : RAP 7



REFERENCE

- // — fenceline
- # — fenced legal boundary

Aerial Photo
SN 8568 G/3

Date Flown
9.2.86

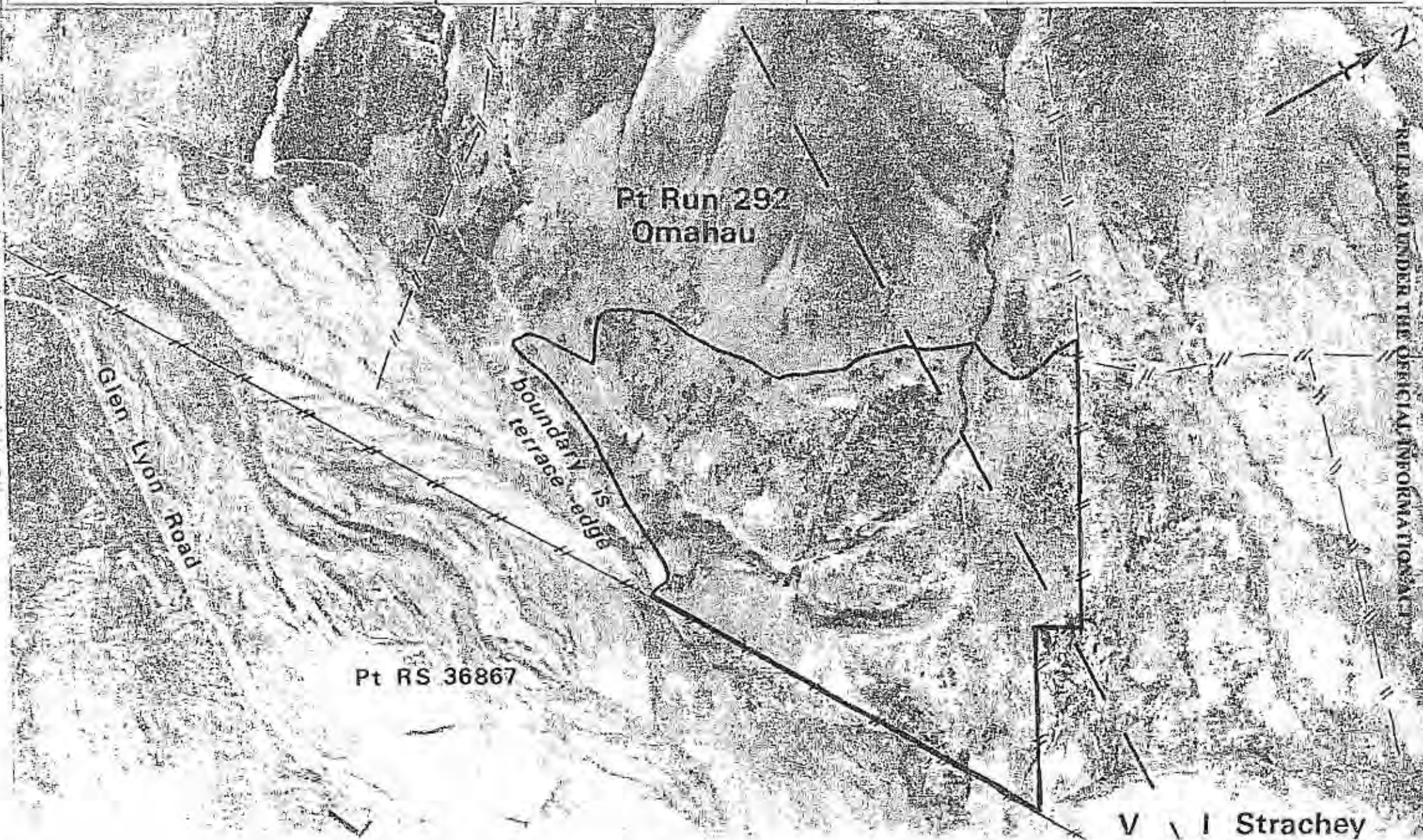
Scale
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File
1/31/
92

NZMS 261
H38

Survey Block & Dist.
I & V Strachey

Prepared by G. Smiths Drafting
Department of Conservation



Pt Run 292
Omahau

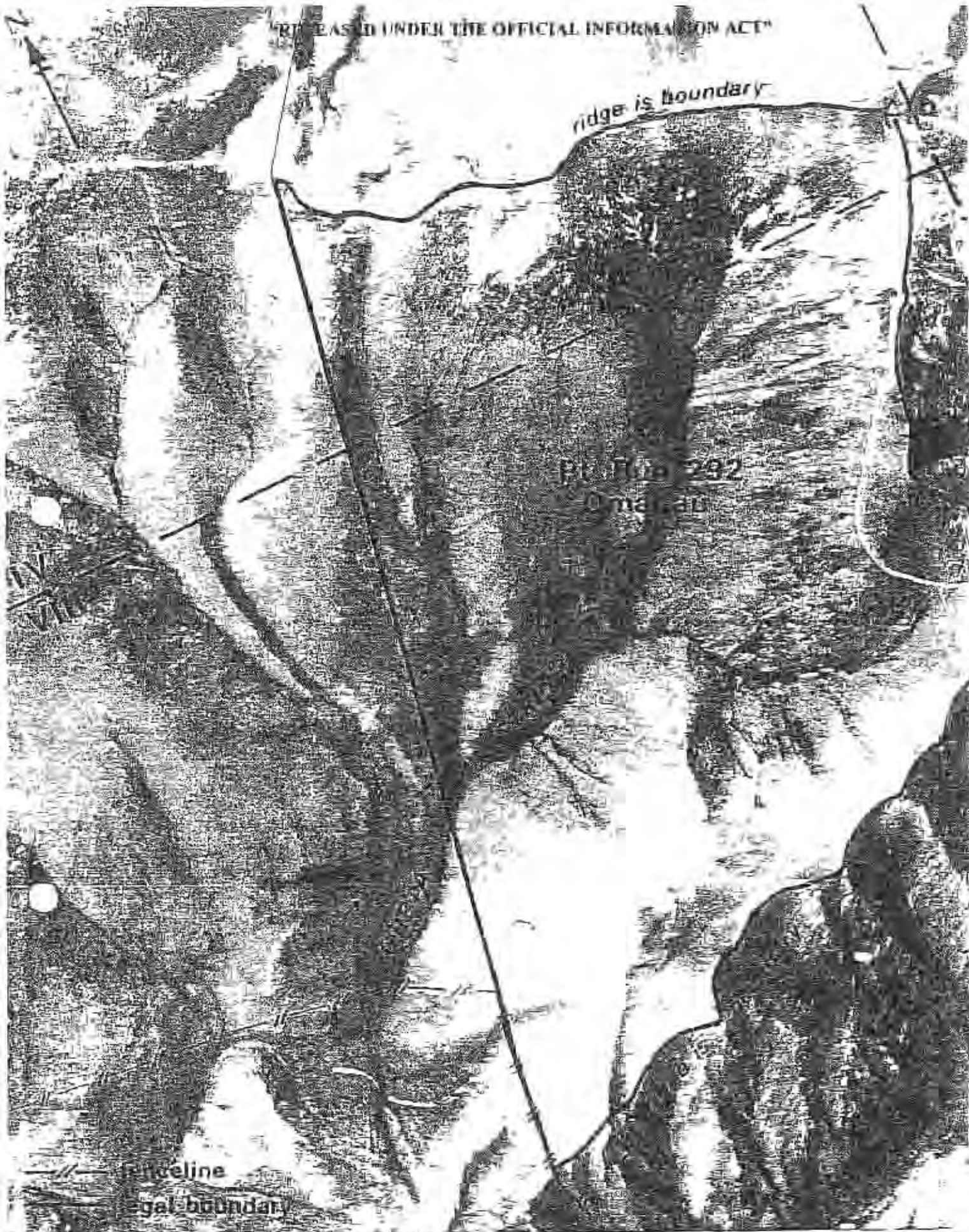
boundary terrace edge

Glen Lyon Road

Pt RS 36867

V I Strachey

RELEASED UNDER THE OFFICIAL INFORMATION ACT



Omahau Station Proposed Covenant Area
Ben Ohau Ecological District - RAP 7



Series No. 10	Date From 9286	Scale 1:2500	Fig 7/31/92	NZMS 18 HEA	Map by Birch & Dal IV & VIII Campbell
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BEN OHAU PNA 7 - UPPER GRETAS STREAM

PNA Report Description

Grid Reference: S99 645700

- Snow tussock on Hill Sideslope
- Dracophyllum/Matthew's fescue on Hill Sideslope

Good example of healthy high altitude C. Rigida grasslands with extensive patches of Dracophyllum pronum and scattered Festuca matthewsii occupying the sideslopes on southerly aspects. The effects of aspect on the vegetation of the Ben Ohau Range is especially marked here.

Area: 800 hectares

Altitude: 945-1615 m

Additional Information

Vegetation: - Southerly facing slopes with C. rigida. Chi Rig 4, Rao Sub 3, Hie Pra 3, Cya Fra 3, Ani Aro 1.

- Open tussockland with much bare ground (scree creep and wind erosion), grazed but in good condition.

Chi Rig 4, Rao Sub 3, Hie Pra 3, Cya Fra 3, Ani Aro 1, Ore Col, Poa Col, Bra Sin, Pim Tra, Rum Ace, Hyp Rad, Luz Ruf, Wah Alb, Car Bre, Dra Die, Cel Gra, Ran Lap, Scl Uni, Col Str, Hyd Nov, Air Car, Cer Hol, Hol Lan, Pen Pum, Myo Aus, Car Col.

- Dracophyllum pronum, tussockland and cushion vegetation, with low weed impact.

Dra Pro 4, Fes Mat 3, Chi Mac 1, Car Mon, Hie Pra, Poa Col, Ani Aro, Cra Lan, Cel Arg, Luz Pum, Bul Ang, Lyc Sca, Ran Lap, Luz Ruf, Gau Dep, Cya Fra, Ste Gra, Ryt Set, Wah Alb, Cel Gra, Col Str, Rum Ace, Vio Cun, Scl Uni, Dra Die, Rao Gra, Bra Sin, Epi Gla, Phy Col.

Fauna: No specific fauna information available on this PNA.

Physical: Bedrock of weakly schistose greywacke and argillite, Chlorite Subzone II (Haast Schist Group). This area has Kaikoura soils - hygrous high country Yellow Brown Earths.

Rainfall: 1100 mm.

Tenure: Pastoral Lease.

This PNA could be located anywhere on the rounded mountaintops, provided it is south of Flanagan Pass and includes all the vegetation associations represented here. The likelihood of finding an alternative area fulfilling these requirements is unlikely. This PNA could be extended along the ridge to include Ben Ohau (mountain) and thereby join with the top of PNA 9.

PASAC
Priority Natural Area 7 : Upper Gretas Stream

An example of healthy high altitude Chionochloa rigida grasslands with extensive patches of Dracophyllum pronum and scattered Festuca matthewsii occupying slopes on southerly aspects. The affects of aspect on the vegetation of the Ben Ohau Range is especially marked here. Common skinks are present in screes.

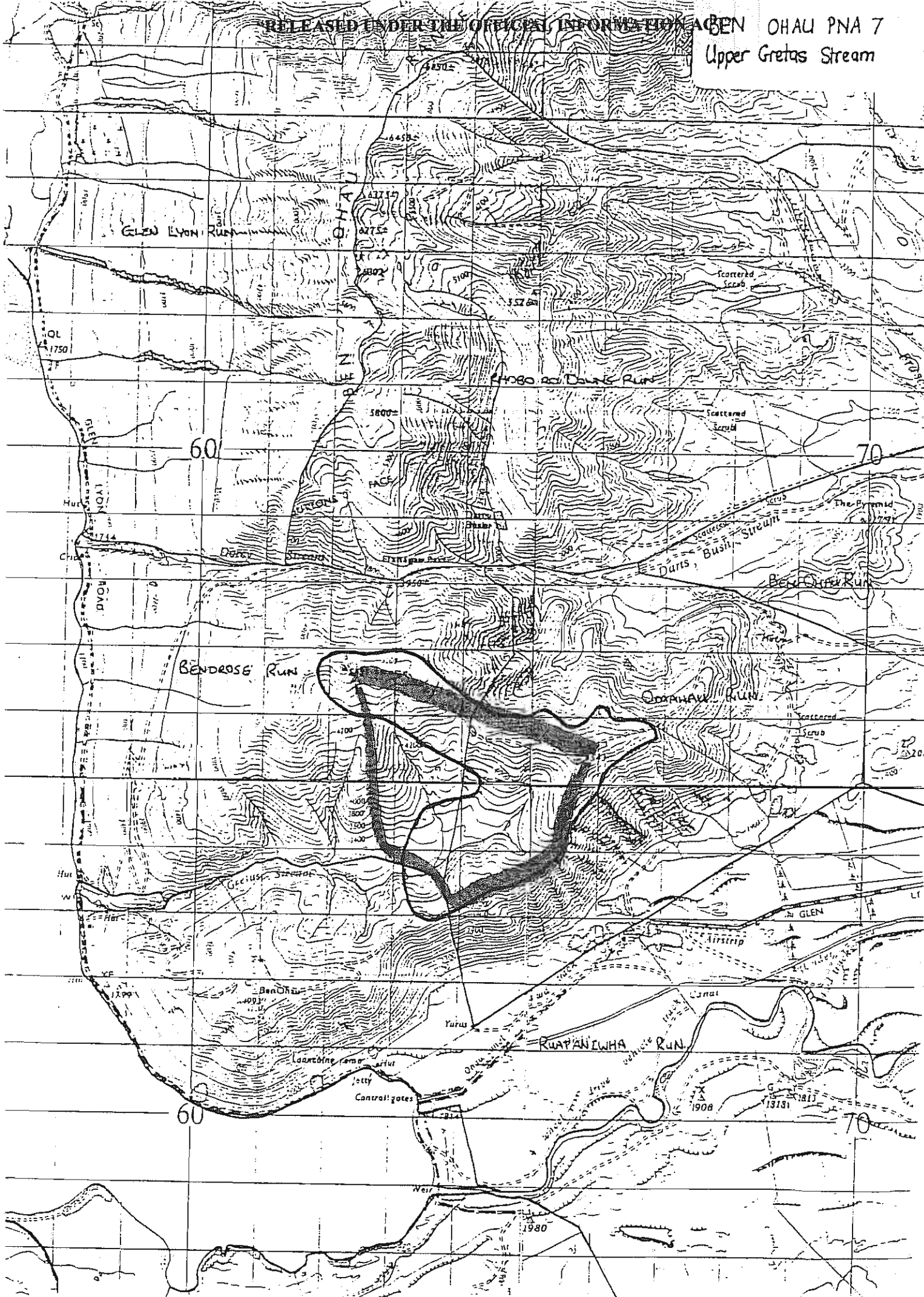
Dr Tonkin suggested that the boundaries of any protected natural area sought would be better placed to enclose a catchment. He noted his interest in this catchment as a solifluction system at the non-glaciated and dry end of the Ben Ohau Range. The committee were also advised that a protected area with ridge boundaries would be a more practical unit for management.

The original priority natural area identified covered three runs. PASAC considered it prudent to contain the protected area within as few contiguous management units as possible.

Moved : O'Connor/Bunn

PASAC RECOMMENDS THAT THE FOLLOWING BOUNDARIES BE NEGOTIATED TO PRESERVE THE NATURAL VEGETATION IN THE REGION OF THE UPPER GRETA'S STREAM. AN AREA BOUNDED BY A LINE PROCEEDING EAST FROM TRIG B TO TRIG D THEN FOLLOWING THE RIDGE TO THE BOUNDARY OF THE RUATANIWHA RUN THEN PROCEEDING NORTH ALONG THE BOUNDARY OF RUATANIWHA AND LEADING UP THE SPUR LEADING NORTH-NORTH-WEST TO TRIG B. EXISTING MANAGEMENT SHOULD BE CONTINUED ENSURING LIGHT SHEEP GRAZING WITH NO TOPDRESSING OR OVERSOWING AND WITH CATTLE GRAZING AVOIDED.

Carried.



PUKAKI PNA 7 - THE PYRAMID

PNA Report Description

Grid Reference: S 100 695710

- Manuka scrub on Piedmont

The only observed manuka community in the district. A low (2m) open stand intermingled with large *C. rigida* tussocks.

Area: 300 hectares.

Altitude: 535-610 metres.

Additional Information

Vegetation: The manuka stand has an open canopy, and about 50% of the plants are dead from blight. Lep Sco 3, Chi Rig 3, Hie Pra 3, Gen Cor 1, Cya Fra, Hie Pil, Rum Ace, Rao Sub, Pim Spp, Mue Axi, Fes Nov, Aut Odo, Luz Ruf, Car Bre, Lin Cat, Gau Dep, Agr Mus, Agr Ten, Ros Rub, Aca Cae, Cas Vau, Pte Aqu. Major weed impact, moderate sheet erosion.

Fauna: No specific information available. Wildlife Service suggest the uncommon Jewelled Gecko (*Heteropholis gemmeus*) may be found in this area as it is present amongst manuka in similar situations elsewhere. A possible avenue of research?

Physical: This PNA is on a Balmoral formation surface with Bendhu soils (included in the Ohau and Dalgety sets but is more similar to the Pukaki set). These well drained soils are derived from loess and fluvioglacial alluvium. Topsoils and subsoils are thin and have very weak structure. The weak soil structure and sandy texture make these soils very prone to wind erosion. Despite also being low in nutrients they have some potential for pastoral production.

Rainfall: 750 mm.

Tenure: Pastoral lease.

This is the only manuka found in the district and is therefore unique. The boundary mapped was traced accurately in the field and includes all the manuka scrub in this area. No alternative exists for this PNA.

PASAC

Priority Natural Area 7 : The Pyramid

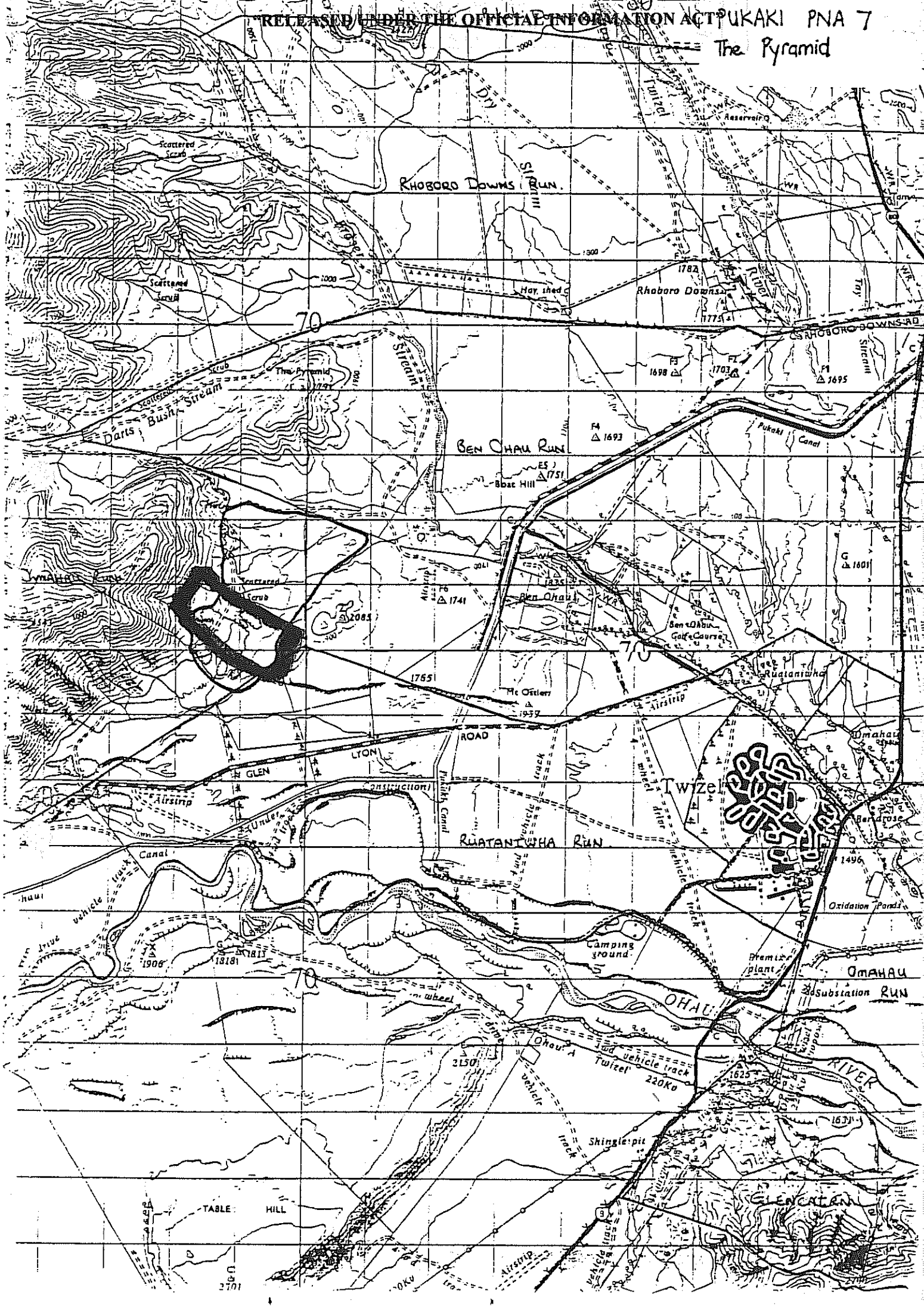
This priority natural area identifies the only manuka stand in the ecological district. It is a low (2m tall), open stand intermingled with large Chionochloa rigida tussocks. A stand of Cassinia vauvilliersii occurs adjacent to the manuka. The manuka exists on an old fan system. Common skinks were found in the toe scree above the manuka. The committee recognised the development potential of the area under consideration and its importance to the runholder.

Moved : Atkinson/Johns

IN PUKAKI PRIORITY NATURAL AREA 7, PASAC RECOMMENDS THAT PROTECTION BE ACHIEVED OVER A TRANSECT ENCOMPASSING THE HEAD TO THE TOE OF THIS FAN SYSTEM. THIS TRANSECT SHOULD COVER BETWEEN 50 AND 100 HA, BE FENCED TO CONTROL GRAZING AND SHOULD NOT BE TOPDRESSED. WITH THE DOMINANT MANUKA COMMUNITY THE TRANSECT SHOULD BE SO PLACED TO INCLUDE AS MANY OF THE ASSOCIATED VEGETATION TYPES AS POSSIBLE AND ALSO A TOE OF SCREE. AN EXAMPLE OF THE CASSINIA COMMUNITY NEARBY SHOULD ALSO BE PROTECTED, IN A SEPARATE AREA IF NECESSARY. CONTROL OF RABBITS IS OF HIGH PRIORITY IN THIS RECOMMENDED AREA.

Carried.

The Pyramid





Department of Conservation
Te Papa Atawhai

Our ref: PAR 019, PAP 03-02-215

08 August 2002

The Manager
DTZ
P O Box 142
Christchurch

Attention: Peter King

Dear Sir

PASTORAL LEASE STATUS CHECKS - OMAHAU HILL

I refer to your letter of 22 July 2002.

Our records show that Omahau Hill Pastoral Lease does not have any Conservation land within the relevant boundaries. Parcels of Public Conservation land adjoin the property however. Please refer to the attached plan. Details are:

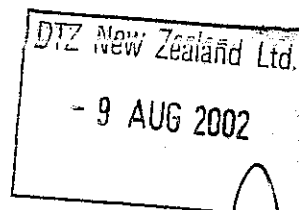
- H38/58 Ruataniwha Conservation Area. Stewardship land held pursuant to Section 62 of the Conservation Act 1987 (formerly Crown Land allocated to the Department in the Lands and Survey split).
- H38/14 - Rabbit Board Buildings - This is a local purpose reserve vested in Environment Canterbury.

None of the lands are within the boundary of the Otematata pastoral lease, so I have not made any enquiries regarding concessions that may be issued over either parcel. I would not have any record of any leases or licenses granted over H38/14 as it is a vested Local Purpose reserve. A plan of the lease, and adjoining conservation lands is attached.

This lease was renewed in 1995, so all qualifying waterways within the boundary will now be subject to marginal strips pursuant to Part IVA of the Conservation Act 1987. There has not been any formal inspection or survey of the property to consider which waterways qualify (if any), so it is not possible for me to comment on any potential marginal strips that are not shown on any survey plan. There will be no concessions granted over any marginal strips, save for a number of generic concessions covering the majority of the conservation estate in the conservancy.

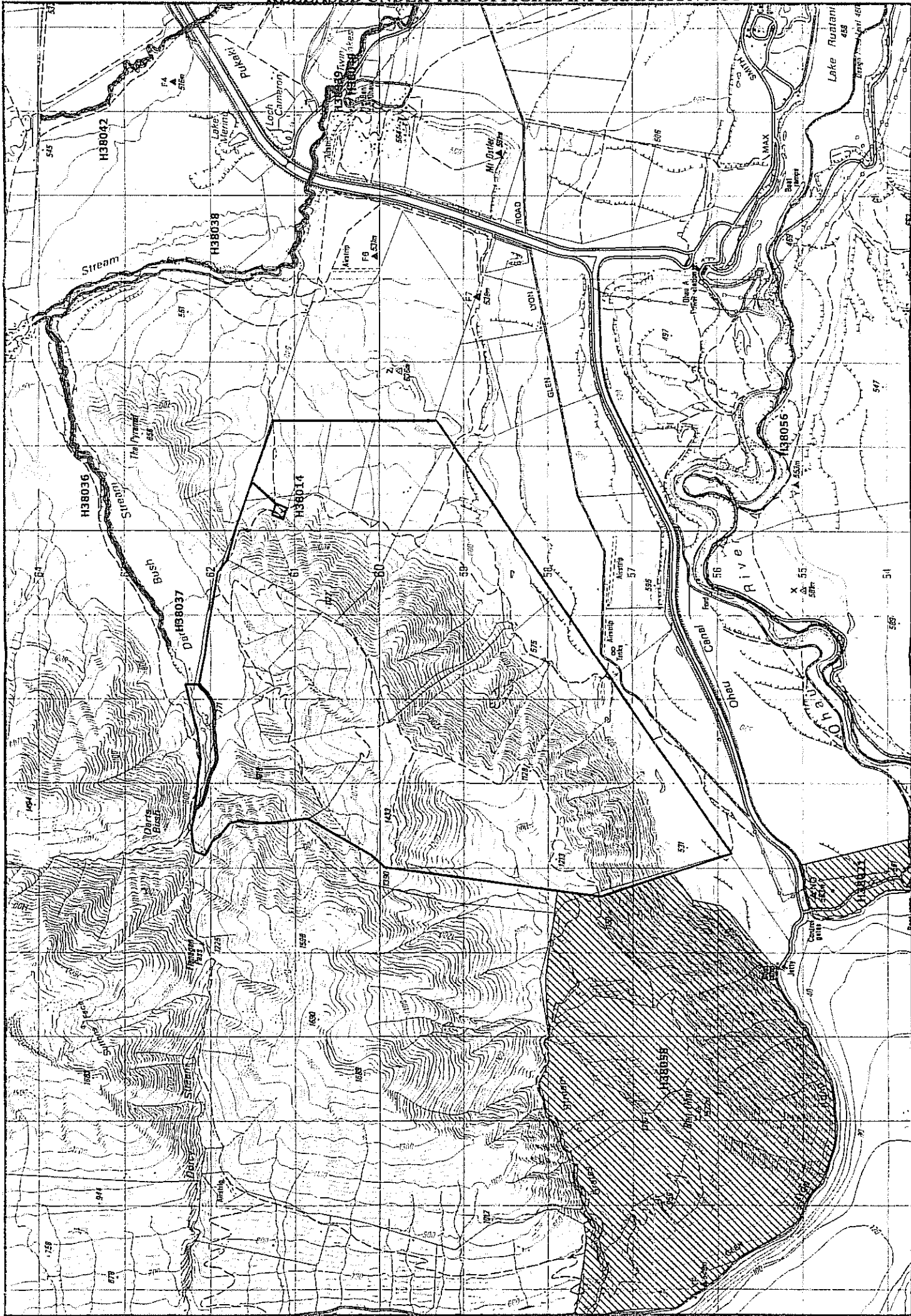
Yours faithfully

Robert Cant
Statutory Land Management Officer (Community Relations)
For Conservator, Canterbury
Email: Rcant@doc.govt.nz



Handwritten signature and date: 09/08/2002

Omahau Hill



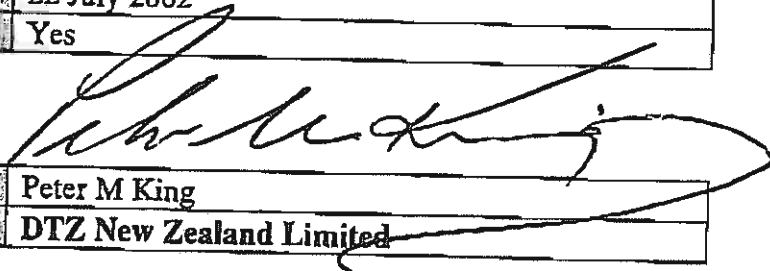
DTZ NEW ZEALAND LIMITED

This report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated September 2001 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT for OMAHAU HILL				[LIPS]
Property	2	of	2	

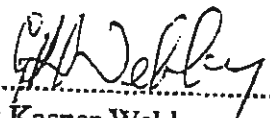
Land District	Canterbury
Legal Description	Ungazetted Stock Reserve
Area	1.0268 hectares
Status	Crown Land subject to the Land Act 1948
Instrument of lease	No registration
Encumbrances	Subject to upon disposition; Part IVA Conservation Act 1987
Mineral Ownership	Minerals remain with the Crown as the land has never been alienated since its acquisition for settlement purposes, from the former Maori owners under the Kemp purchase 1848.
Statute	Land Act 1948

Data Correct as at	22 July 2002
[Certification Attached]	Yes



Prepared by	Peter M King
Crown Accredited Supplier	DTZ New Zealand Limited

APPROVED


 Date: 15 / 8 / 2002
 Grant Kasper Webley
 Land Information New Zealand, Christchurch



File Reference : CH 1037

CERTIFICATE OF AUTHORISATION

(Land Act 1948 & Crown Pastoral Act 1998)

PROPERTY ADDRESS: **Crown Land (Ungazetted Stock Reserve)**
SO 5620
CANTERBURY LAND DISTRICT

ASSURANCE

DTZ New Zealand Limited gives an assurance that the document attached to this certificate is in order for signature.

The decision when made will comply with the following statutory requirements:

- The New Standards & Guidelines Manuals CCPO; Roding/Legalisation, OSG Standard 1999/05

In giving this assurance **DTZ New Zealand Limited** undertakes that all relevant policy instructions, legal requirements, court judgements and any other matters have been taken into account and applied where appropriate.

A handwritten signature in black ink, appearing to read 'Peter M King', written over a horizontal dotted line.

Peter M King
Accredited Crown Supplier

Date: 22 July 2002

DTZ New Zealand Limited MREINZ, PO Box 142 Level 4, 76 Cashel Street, Christchurch, New Zealand
Telephone +64 3 3799787 Fax +64 3 3798440 Email christchurch@dtz.co.nz Website www.dtz.co.nz

DTZ New Zealand is within the DTZ Debenham Tie Leung group of companies. This group is in international alliance with AEW Capital Management and the Staubach Company in USA. Globally DTZ has over 6,500 staff in 33 countries and 125 offices.

OMAHAU HILL Property 2 of 2

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

At the demise of the Department of Lands & Survey in April 1987 an area of 1.0268ha Crown Land was shown on the unallocated Crown Land schedule (U*H38*3*C0) and noted "LC for incorporation into lease". This was to be followed up by the Department of Lands and appears to have stalled by their demise ?

The area is an "ungazetted stock reserve" located on SO Plan 5620, adjoining at the top left corner of Section 6 SO 20051.

By the period of the existence of this ungazetted stock reserve, there is the very likelihood that there is a Crown balance sheet reference number (LIPS) however this was not able to be ascertained ?

The land parcel is adequately defined on SO 5620 but requires an appellation.

LAND STATUS REPORT for OMAHAU HILL

[LIPS ref.....]

Property 2 of 2

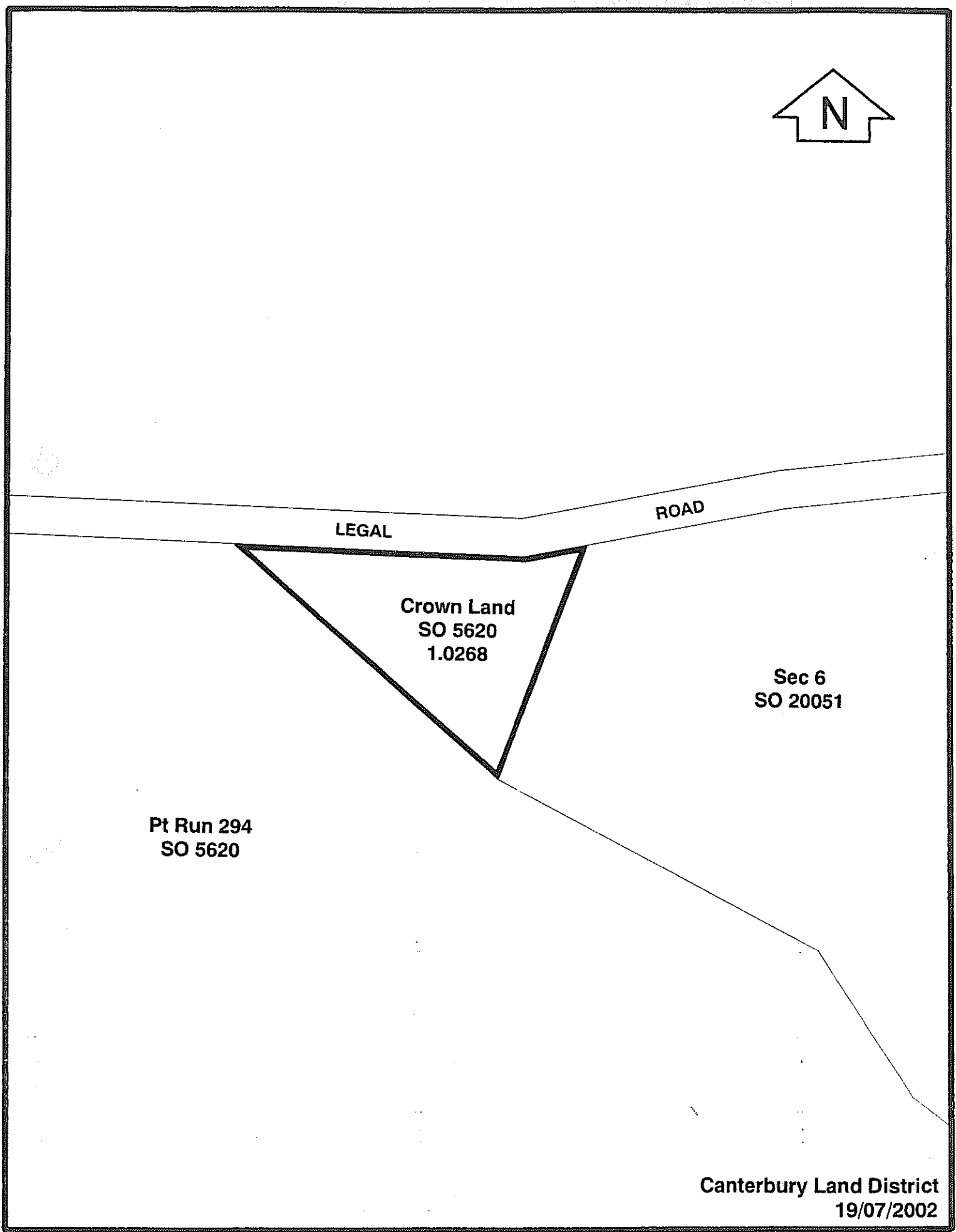
Research Data: Some Items may be not applicable

Property	1	of	1	
Cadastral Print Obtained				Yes
NZMS 261 Ref				H38
Local Authority				Mackenzie District Council
Crown Acquisition Map				Kemp Purchase 1848
SO Plan				SO 5620 (1919)
Relevant Gazette Notices				N/A
CT Ref / Lease Ref				No registration
Legalisation Cards				N/A
CLR				N/A
Allocation Maps (if applicable)				UCL – H38 reference U*H38*3*C0
VNZ Ref - if known				Not assessed
Crown Grant Maps				Nil
If Subject land Marginal Strip:				
a) Type [Sec 24(9) or Sec 58]				a) SO Plan 5620 (1919) does not include any notation subject to Part IVA Conservation Act 1987 or prior Land Act.
b) Date Created				b) N/A
c) Plan Reference				c) N/A

LAND STATUS REPORT for OMAHAU HILL				[LIPS ref.....]
Property	2	of	2	

Research – continued

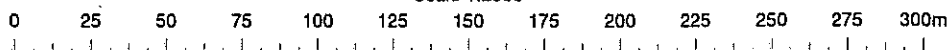
Property	1	of	1	
If Crown land - Check Irrigation Maps.				Not applicable
Mining Maps				No interest shown on the National Mining Index.
If Road				
a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989				a) Section 110A Public Works Act 1928
b) By Proc				b) SO 5620 (1919)
				c) N/A
Other Relevant Information				
a) Concessions - Advice from DOC or DTZ New Zealand Limited.				a) No known concession and or recreation permit.
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998.				b) Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998.
c) Mineral Ownership				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 Kemp Purchase 1848.
				Contained in [provide evidence]. Formerly stock reserve with no recorded permanent reservation for the purpose it was set apart for therefore, it reverts to Crown Land subject to the Land Act 1948.
d) Other Info				

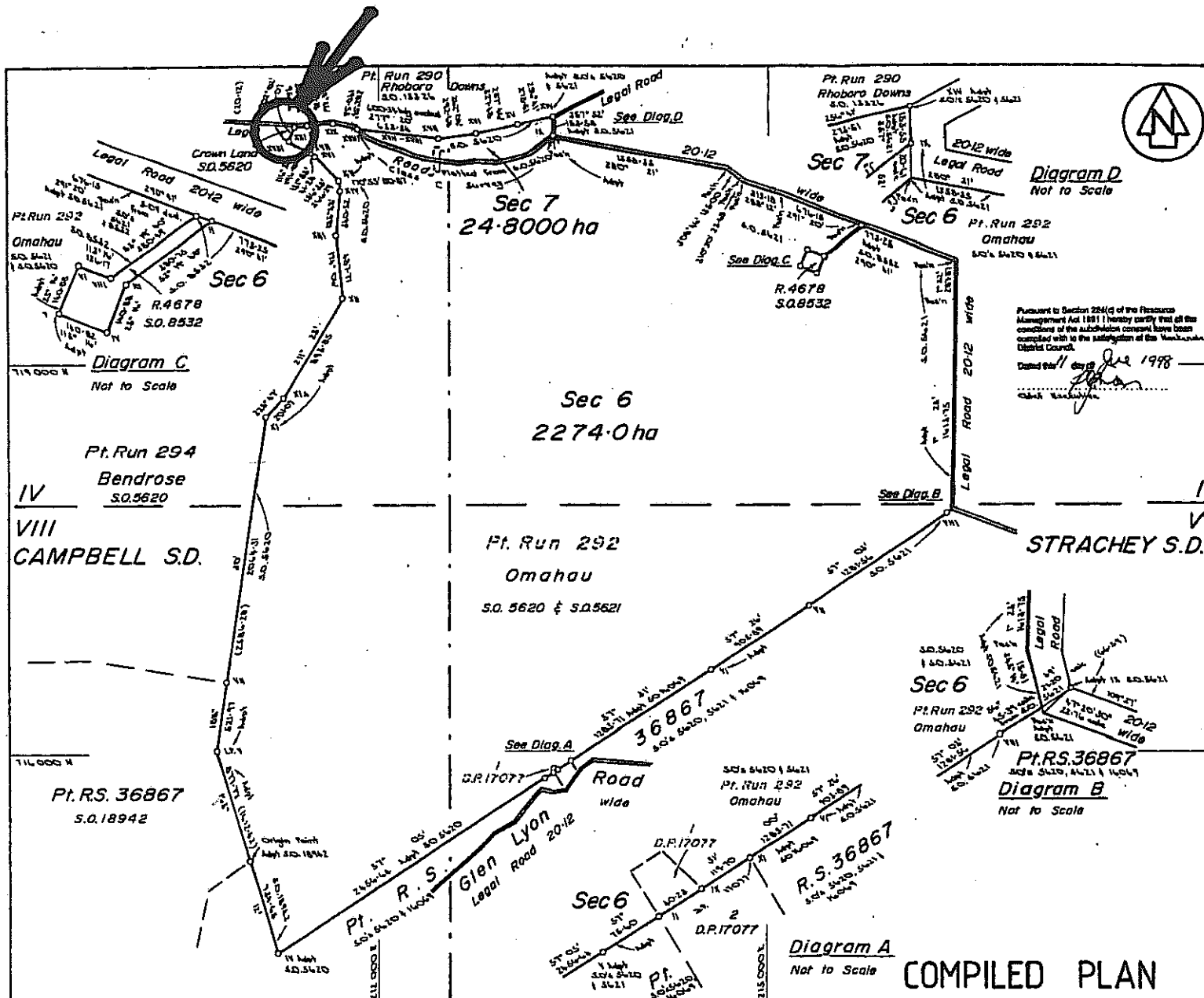


Canterbury Land District
19/07/2002

CROWN LAND (Ungazetted Stock Reserve)

Scale 1:2500





Approved *Milward Finlay Lobb*
 Registrar
 Registered Owners

Approved pursuant to Section 195 of the Resource Management Act 1991 on the 17 day of Nov 1998
 The Common Seal of the Mackenzie District Council is Affixed hereto in the presence of
Chairman
 Mayor
Chair Member
 THE COUNTY SEAL OF THE MACKENZIE DISTRICT COUNCIL

Amalgamation Condition
 This Subdivision is not to be registered on one Certificate of Title, Secs. 6 & 7(1)

Certificate of Title Allocated	
Sec 6	1
Sec 7	1

Note: There are no Sections 1-5 on this plan.
 BEARING DATUM *Cassini*
 CO-ORDINATE DATUM *Cassini*
 TARSU CIRCUIT CO-ORDINATES
 CIRCUIT ORIGIN: MOUNT HORRIBLE FLOODPLAIN 500000E
 ORIGIN POINT 7m high FROM 40.18942
 TABLE OF CO-ORDINATES
 MARK NORTH EAST
 Tag high 40.18942 715 197.19 21009.12

Total Area 2298.8000ha
 Comprised in Bal. CL529/231

I. Russell, George, Finlay
 Registered Surveyor and holder of no annual practising certificate for who may act as a registered surveyor pursuant to section 26 of the Survey Act 1958 hereby certify that this plan has been made from surveys conducted by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.
 Dated at Timaru, this 15th day of April, 1998. Signatures *Milward Finlay*

Field Book _____ Traverse Book _____
 Reference Flats 27, 17033, SSA 5620, 5621, 5622, 5623, 5624, 10067, 10068, 10069
 Enacted Corner *M*

Approved as to Survey *Milward Finlay*
 4.15.99
 Deputy Chief Surveyor

Deposited this _____ day of _____ 19____
 Registrar - General of Land

LAND DISTRICT Canterbury
 Survey Blk. & Dist. IV & VIII Campbell, L&M Strachey
 NZMS 261 Sheet _____ Record Map No. _____

Sections 6 & 7 being Subdivision of Lot 1 D.P. 17077 & Pt. Run 292

TERRITORIAL AUTHORITY Mackenzie District
 Compiled by Milward Finlay Lobb 22245137
 Scale 1:20000 Date February 1998

Folio SO 20051
 SO 20051

This Plan is concurrent with S.O.'s 20049 & 20050

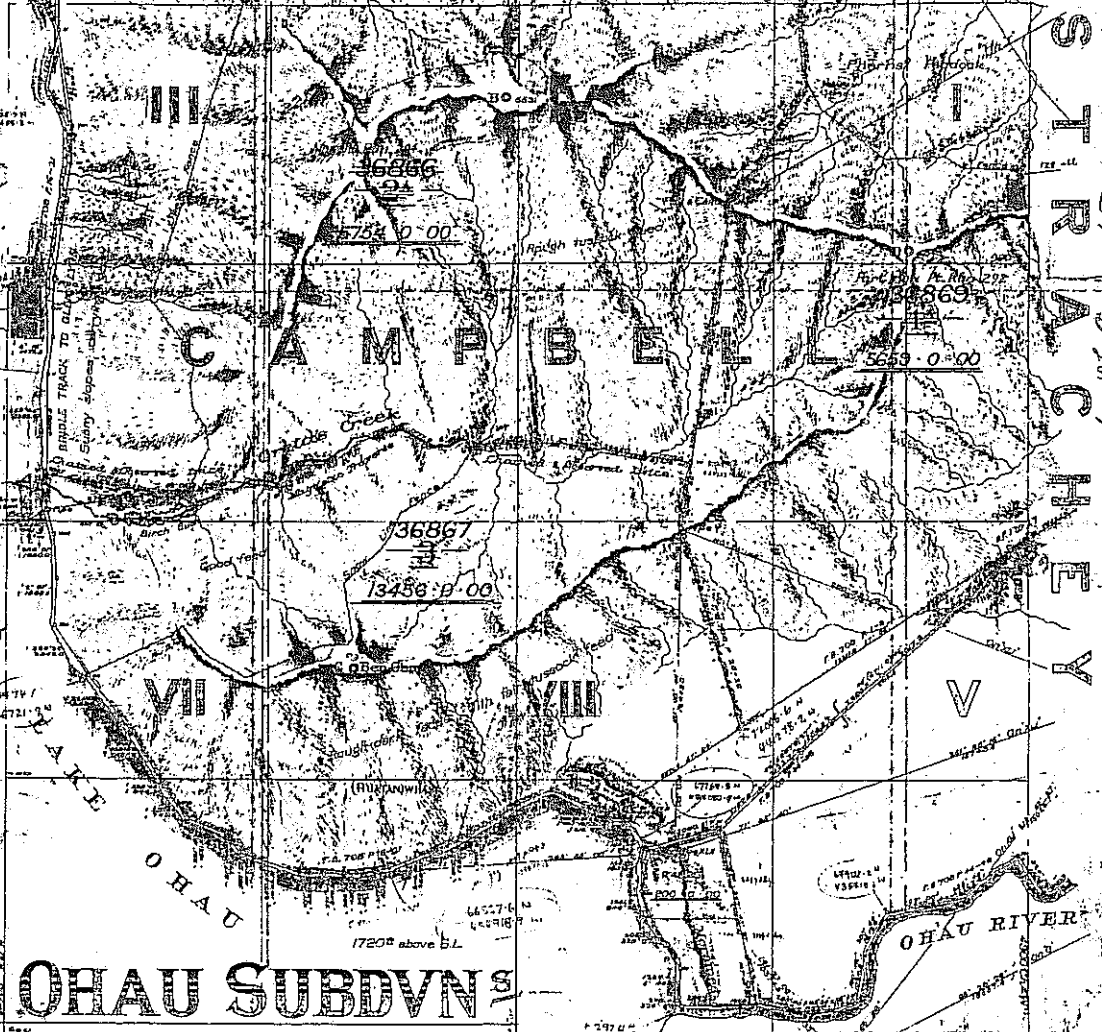
HC 150.5620

315 S. O. 10042
Run 88^{1/2} Glen Lyon Station

Rhoboro Downs Subdv²
5624¹

S.O.5620

DATE OF PHOTOGRAPHY



BEN. OHIO SUBDIVNS

RUNS 3, 2^{1/2} & 4^{1/2}

Surveyed by F. H. Waters, Jan. 1919

Scale 20 chains to an inch

NORTH	100
EAST	100
SOUTH	100
WEST	100

S.O.5620

5620

“RELEASED UNDER THE OFFICIAL INFORMATION ACT”



Department of Conservation
Te Papa Atawhai

Our ref: PAR 019, PAP 03-02-215

08 August 2002

The Manager
DTZ
P O Box 142
Christchurch

Attention: Peter King

Dear Sir

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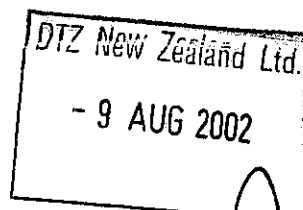
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Yours faithfully

Robert Cant
Statutory Land Management Officer (Community Relations)
For Conservator, Canterbury
Email: Rcant@doc.govt.nz



Handwritten signature and date: 10/8/2002

Canterbury Conservancy

Private Bag 4715, 133 Victoria Street, Christchurch, New Zealand
Telephone 03-379 9758, Fax 03-365 1388

Omahau Hill

