

Crown Pastoral Land Tenure Review

Lease name : TENEHAUN

Lease number : PC 020

Due diligence report (including status report)

This report and attachments results from a pre tenure review assessment of the pastoral lease for the purpose of confirming land available for tenure review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a status report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

The report attached is released under the Official Information Act 1982.

August 04



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

File Ref: Pc 20	Report No: C0034	Report Date: 29 June 2000
Office of Agent: Christchurch	LINZ Case No:	Date sent to LINZ: 29/6/00

RECOMMENDATIONS

1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** that no incomplete actions which require action by the Manager Crown Property Contracts have been identified;
3. That the Commissioner of Crown Lands or his delegate **note** the following potential liabilities that have been identified as a result of the file search;
 - (a) the existence of a cableway and water level recorder which have not been formally authorised.
4. That the Commissioner of Crown Lands or his delegate **note** the following matters;
 - (a) there is a significant discrepancy between the fenced area farmed under the lease and the legal boundary in the area below Mt Tripp that should be brought to the attention of the lessee during tenure review.
 - (b) there is an existing easement granting rights to carry water in favour of the Ashburton District Council which should be brought down on any titles resulting from tenure review.

Signed for Knight Frank (NZ) Limited

 _____ Consultant	29 / 6 / 2000		 _____ Manager	29 / 6 / 00
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Approved/Declined (pursuant to a delegation from the Commissioner of Crown Lands) by:

Name:
Date of decision: / /

1. Details of lease:

Lease Name: Tenehaun
Location: 51km from Ashburton
Lessee: Peter Colin Wright, Sheepfarmer and Janet Rosamond Wright, Married Woman, both of Mayfield.
Tenure: Pastoral Lease
Term: 33 years from 1 July 1985
Annual Rent: \$6,378.75
Rental Value: \$283,500
Date of Next Review: 1 July 2007
Land Registry Folio Ref: 529/27 Search Copy of Lease dated 26 May 2000 appended as Appendix 1
Legal Description: Part Run 106, Run 107 and Part Lot 4 DP 1797, Block XIII Alford, 1 Shepherds Bush & Blocks XII, XIV & XV Tripp Survey Districts.
Area: 2835.0251 hectares.

2. File Search

Files held by Agent on behalf of LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
Pc20	1	143	18.08.27	166	24.10.61
Pc20	2	169	12.06.62	351	17.09.84
Pc20	3	352	10.10.84	-	25.06.99
Pc20/1	1	-	28.10.94	-	22.12.99

Other relevant files held by LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
CPL/04/10/127 44-ZCH	1	-	06.05.98	-	22.11.96

3. Summary of lease document: [CL 529/27]

3.1 Terms of lease

Stock limit in Lease:

3245 sheep

Commencement Date:

1 July 1952, renewed for a further period of 33 years from 1 July 1985.

There are no other special provisions of the lease.

3.2 Area adjustments

- No. 174807/1 redefinition of area from 2944.0880 hectares down to 2832.7994 hectares - 1 May 1978
- No. 174807/2 incorporation of Part lot 4 DP 1797 increasing area of run to 2835.0251 hectares 1 May 1978

3.3 Registered interests

Mortgages:

All mortgages registered against the lease have been discharged.

Land Improvement Agreements:

There are no land improvement or similar type agreements registered against the lease.

Easement:

- T 552944/1: An easement granting rights to carry water in gross from Chapman's Creek over parts of the subject land in favour of the Ashburton District Council 26 June 1985 (copy attached as Appendix 2).

3.4 Unregistered interests

(a) Unauthorised water level recorder and cableway:

An unauthorised water level recorder and cableway giving access thereto were erected in the Rangitata Gorge by the local catchment authority without prior CCL consent (refer to section 8.1 for details)

(b) Recreation permits

There are no recreation permits involving this lease

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

There is no land improvement agreement for this pastoral run.

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

The Land Status Report by Opus International Consultants Ltd confirms the status is Crown Land under the Land Act 1948 subject to the pastoral lease CL 529/27.

Opus identifies the following items that will need to be taken into account:-

1. Pastoral lease 529/27 contains a notation for Section 58 strips to be excluded from the lease along all rivers and streams over 3 metres in width. This provision was perpetuated at renewal in 1986 (Rangitata River identified) and the strips are now deemed to be marginal strips under Section 24(3) of the Conservation Act 1987. SO's 11388 and 11748 denoted that this property

was subject to Section 58 strips along all rivers and streams over three metres in width but there is no specific definition of the strips. **Until these marginal strips are defined for disposition they remain as “notional”.**

2. **Provision will need to be made to bring down or recreate the current easement right to convey water in favour of the Ashburton District Council if any new title emanates from Tenure Review.**
3. Prior to renewal it was noted that there were numerous undefined and unformed legal roads intersecting this property, some of which conformed in part to existing tracks. A preliminary investigation identified roads that should be transferred however **further investigation is required to consider transfer of the roads to the Crown for incorporation into the lease prior to tenure Review.** This issue was commented on in the Land Settlement Board (H.O.C) case No. 1986/99 of 18 July 1986.
4. The Land Settlement Board case referred to above also recorded that there were give and take fencelines in existence the most significant being some 40 hectares below Mt Tripp which occupies Part Reserve 1357. **The matter of boundary adjustments should be investigated further in conjunction with Tenure Review.**
5. Correspondence exists on file relating to the existence of a cableway across the Rangitata River at a site known as Klondyke. This was erected without prior authority in the late 1970's by the then South Canterbury Catchment Board and **action should be taken to legalise this structure by way of easement with the Canterbury Regional Council.**

Copy of Land Status Report appended as Appendix 1 [minus enclosures]

6. Review of topographical and cadastral data:

Both maps attached to Land Status Report show there are no communication sites, long distance transmission or local power supply lines on this property.

6.1 Marginal Strips:

The Land Status Report describes the marginal strips on the pastoral lease as 'notional' pending definition on disposition.

6.2 Fenced Boundaries v Legal Boundaries:

There is a significant discrepancy between the fenced 'boundary' of the lease (i.e., the area actually farmed under the lease) and the legal boundary along the north-western boundary of the lease below Mt Tripp. Approximately 40 ha of the adjoining land (Part Reserve 1357) is currently grazed as part of Tenehaun due to the fact that the fenceline does not follow the legal boundary.

This discrepancy should be brought to the attention of the lessee during tenure review.

6.3 Legal Roads –formed and paper

The Land Status Report suggests that consideration be given to transferring some of the legal roads defined on the lease to the Crown for incorporation into the lease prior to tenure review. This action is not considered to be necessary. However, the matter of legal access to any area proposed for freeholding should be addressed during tenure review.

7. Details of any neighbouring Crown or conservation land

No neighbouring conservation or Crown land is proposed for inclusion in tenure review at this stage.

8. Summarise any uncompleted actions or potential liabilities:

8.1 Water level recorder and cableway

By letter dated 1 March 1979, the South Canterbury Catchment Board were requested to provide information about the construction of a cable way across the Rangitata Gorge and an access track on Tenehaun (folio 292). The location of the proposed cable way was identified in an internal memo dated 22 February 1979 (folio 291). A reply was received dated 6 March 1979 (folio 293). The matter was referred to Head Office (Lands and Survey) and a further letter (folio 296) was sent to the South Canterbury Catchment Board requesting that approval be sought in future to the erection of such works. The file records some debate between the Department and the South Canterbury Catchment Board as to the correct procedure that should have been followed prior to construction of the cableway. However, there is no evidence on file that formal approval was ever granted to the Catchment Board. Copies of folios are attached as Appendix 4.

This matter may require further investigation to establish whether the site is still being utilised by the Canterbury Regional Council (successor to the South Canterbury Catchment Board) and if so, whether formalisation of occupation is required. The exact location of the site in relation to the lease boundaries is not clear from the file.

APPENDICES

1. Search copy of lease document
2. Copy of easement no. T 552944/1
3. Copy of Land Status Report
4. Copy of relevant folios from the file

Appendix 1 : Search copy of lease document

SEARCH COPY - 26 MAY 2000

529/27
NOT REGISTERED UNDER THE
LAND TRANSFER ACT 1915
229
the Register-book, Vol. 229 fol. 28
11th day of March
1948
Land Registrar

Issued as a Renewal of (or in Exchange for) Lease
Pastoral Licence 368.
Registered in Vol. 229 fol. 28

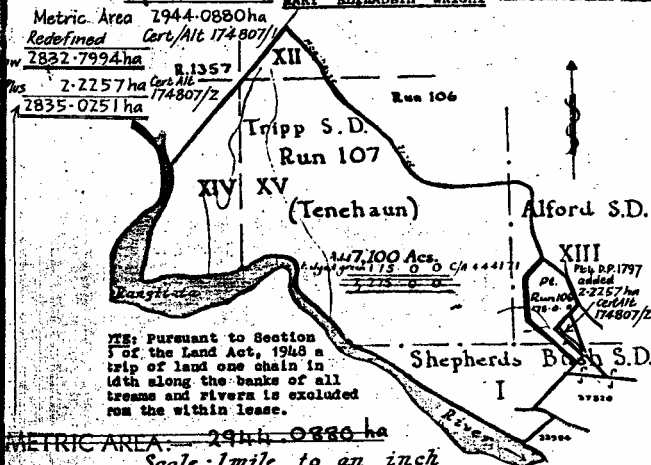
NEW ZEALAND

CANTERBURY
LAND DISTRICT



Pastoral Lease of Pastoral Land under the Land Act, 1948
P. No. 20.

This Deed, made the 18th day of March, one thousand nine hundred and fifty-two
between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and
MARY ELIZABETH WRIGHT
of Mayfield her widow (who, with her executors, administrators, and permitted assigns,
is hereinafter referred to as "the Lessee"), of the other part. WITNESSETH



of the Dominion of New Zealand,
that in consideration of the rent hereinafter reserved, and of the covenants,
conditions, and agreements herein contained or implied and on the part of the
Lessee to be paid, observed, and performed, the Lessor doth hereby demise and
lease unto the Lessee ALL that piece or parcel of land containing by
admeasurement Seven thousand one hundred (7100) acres
more or less, a little more or less,
situated in the Land District of Canterbury
Run 107 (Tenehaun) situated in Tripp, Alford and
Shepherds Bush Survey Districts
(hereinafter referred to as "the said land"), as the same is more particularly
delineated in the plan drawn hereon and therein coloured red in outline;
together with the rights, easements, and appurtenances thereto belonging. TO
HOLD the said premises intended to be hereby demised unto the Lessee for the
term of thirty-three years, commencing on the first day of July
one thousand nine hundred and fifty-two together with
the period between the date of this lease and the aforesaid first day of
July 1952
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 Two hundred and
fifteen pounds (£215. 0. 0) 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 or rent.

YET: Pursuant to Section
5 of the Land Act, 1948 a
strip of land one chain in
width along the banks of all
streams and rivers is excluded
from the within lease.

METRIC AREA 2944.0880 ha
Scale: 1 mile to an inch

AND the Lessor doth hereby covenant with the Lessee 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 named 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 thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
- 4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
- 5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of 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 Rabbits Nuisance Act, 1928.
- 7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing thereon.
- 8. THAT the Lessee will at all times during the said term repair and maintain in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
- 9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the first day of the month of January on which any such premium becomes payable, the receipt for that premium.
- 10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, sell, cut, 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 tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
- 12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals:
Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
- 13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

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

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

Variation of Mortgage 171863/1 at 9.13 a.m. **SEARCH COPY - 26 MAY 2000**

[Signature]
for A.L.R.

FLAT PLAN No. 42571 DEPOSITED 9/7/1979

FLAT PLAN No. 42572 DEPOSITED 9/7/1979

Mortgage 346051/1 to The Royal Banking and Finance Corporation Ltd. 27/9.1981 at 2.23 p.m.

DISCHARGED
[Signature]
2/4/85
48226

Ext. nos.
2016/85

for A.L.R.

Transfer 552944/1 grant of rights to convey water in gross over parts herein in favour of the Ashburton County Council - 26.6.1985 at 10.31a.M.

[Signature]
A.L.R.

No 837565/1 Variation of the within Lease and extention of the term for a further period of 33 years commencing on 1.7.1985 - 13.11.1989 at 11.31 a.m.

[Signature]
for A.L.R.

Transmission A128900/1 of Mortgage 66512/2 to Peter Colin Wright and Colin Ernest Walter Averill as Executors - 15.8.1994 at 11.58am

[Signature]
for A.L.R.

Appendix 2 : Copy of easement no. T 552944/1

proved by the Registrar-General of Land, Wellington, No. A032398

NEW ZEALAND

MEMORANDUM OF TRANSFER

Canterbury Land Registry Office

WHEREAS Her Majesty the Queen (who with her Lessees, licensees, heirs and successors is hereinafter referred to as "The Grantor")

(hereinafter called the Transferor) being registered ^{is} proprietor of an estate set out in the schedule below subject to such interests as are therein notified.

SCHEDULE

ESTATE:	FEE SIMPLE	LEASEROLD	LICENCE (Delete those which do not apply)	MORTGAGE	ENCUMBRANCE
C.T. OR DOCUMENT NO.	AREA		LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION		
529/27	2835.0251ha		Part Run 106 Inverary and Run 107 Tenehaun in the Tripp Alford and Shepherds Bush Survey District		

ENCUMBRANCES, LIENS AND INTERESTS

SUBJECT TO Pastoral Lease contained in Certificate of Title 529/27 Certificate of Alteration No. 444171, 174807/1 Mortgage No. 66512/2

Pursuant to an agreement dated / / and

In consideration of the sum of \$
paid to the Transferor by

(hereinafter called the Transferee) the receipt of which sum the Transferor hereby acknowledges the Transferor hereby transfers to the Transferee all the estate and interest of the Transferor in the land described in the schedule hereto.

In witness whereof these presents have been executed this day of 19
Signed by the above-named

in the presence of*

*Witness should be a Solicitor, Postmaster, J.P. or other person approved by the Registrar.

I hereby certify that Part IIA of The Land Settlement Promotion and Land Acquisition Act 1952 does not apply to the within transaction.

Transfer correct for the purposes of the Land Transfer Act.

[Handwritten Signature]
Solicitor for the Transferee

AND WHEREAS the Grantor has agreed to transfer and grant to the ASHBURTON COUNTY COUNCIL a body corporate under the provisions of the Local Government Act 1974 (hereinafter called "the Grantee") as an Easement in gross in and over such land the right to convey water through the said land

NOW THIS MEMORANDUM WITNESSETH that in consideration of the premises and of the aforesaid agreement and in pursuance of Section 60 of the Land Act 1948 the Grantor transfers and grants to the Grantee as an Easement in Gross the right to convey water over the servient tenement identified as K - L on Deposited Plan 42571 and M - N, P - Q, Q - R and Q - S on Deposited Plan 42572 together with the water pipeline on Deposited plan 35419 and also marked on the tracing attached hereto ("the stipulated course")

1. The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied except as they are added to or substituted in Schedule "B" hereto.
2. The terms, covenants, conditions and restrictions set out in the Schedule "C" hereto shall attach to the easements specified therein

SCHEDULE "B"

1. The right to convey water shall include the taking, leading and conveying of water in and through pipes and/or concrete structures with such manholes, valves and surface boxes as the Grantee thinks fit following the stipulated course

SCHEDULE "C"

- A. The Grantee covenants with the Grantor as follows:-
 1. To pay the costs of repairing, maintaining and renewing the said pipes and/or concrete structures and making good any other damage in, upon or around the servient tenement caused by the Grantor carrying out any of the abovementioned works
- B. The Grantor covenants with the Grantee as follows:-
 1. Not to place any buildings or erections other than fences over the stipulated course and not to permit or suffer any act affecting the Grantee's said Right to Convey Water
- C.
 1. The parties hereto each covenant with one another that all differences and disputes which shall arise between them concerning the said Right to Convey Water shall be referred to Arbitration in accordance with the Arbitration Act 1908 or any amendment or re-enactment of it for the time being in force
 2. The Grantor may at all times draw water from the pipeline shown on Deposited Plan 35419 to service the trough shown on that plan

- 3. The Grantor may at all times draw water from the pipelines shown E - F on Deposited Plan 42571 through a pipe not exceeding 25mm in diameter
- 4. The Grantor shall not be called upon at any time to contribute to any costs arising out of the Grants herein

IN WITNESS WHEREOF these presents have been executed by the parties hereto this 18th day of January 1985

SIGNED for and on behalf of)
 HER MAJESTY THE QUEEN as Grantor)
 by the ~~Commissioner~~ Secretary of Crown Lands)
 for the Land District of)
 Canterbury in the presence of:)

J. Gold

Witness: Kelvin Betschart
 Occupation: Teller
 Address: Landmark Dairy Christchurch

PETER COLIN WRIGHT of Mayfield Sheep Farmer and JANET ROSAMOND WRIGHT his wife as registered Proprietors of the pastoral licence 529/27 hereby consent to the within Easement

SIGNED by the said)
PETER COLIN WRIGHT and)
JANET ROSAMOND WRIGHT)
 in the presence of:)

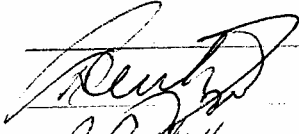
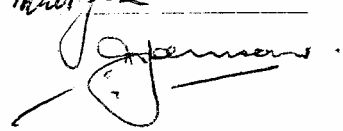
P.C. Wright
J. Rosamond

Michael Anthony Singleton Surveyor
 APPEARED before me at Ashburton this 3rd day of December 1984 MICHAEL ANTHONY SINGLETON of Ashburton, Surveyor a person known to be and of good repute attesting witness to the signatures of PETER COLIN WRIGHT and JANET ROSAMOND WRIGHT to this Instrument and acknowledge his signature to the same; and did further declare that the said PETER COLIN WRIGHT and JANET ROSAMOND WRIGHT the parties executing the same were personally known to him the said MICHAEL ANTHONY SINGLETON and that the signatures of this Instrument are in the handwriting of the said PETER COLIN WRIGHT and JANET ROSAMOND WRIGHT respectively

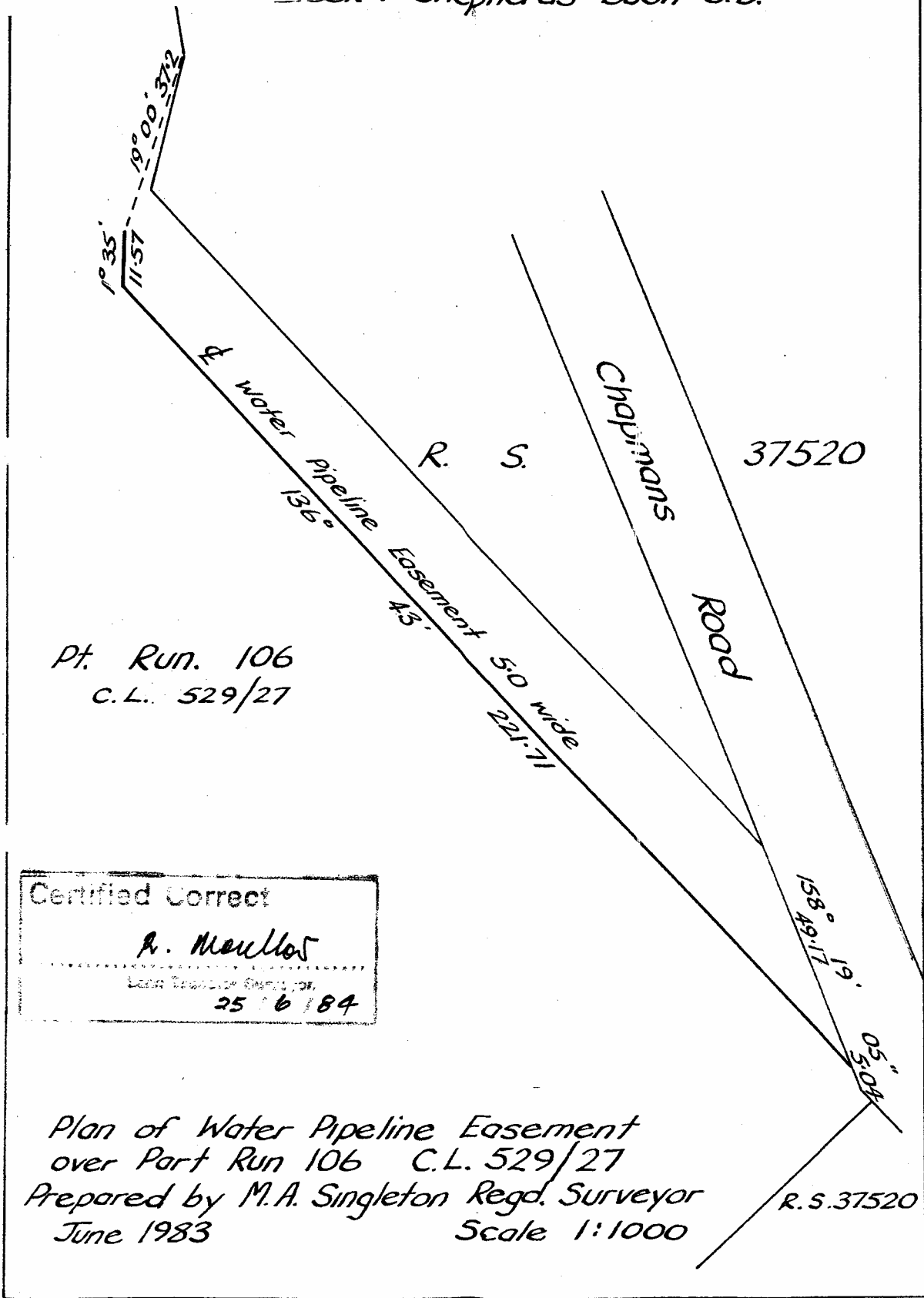
A Solicitor of the High Court of New Zealand

B.A. Saul

COMMON SEAL of the)
ASHBURTON COUNTY COUNCIL)
was hereunto affixed)
in the presence of)
)
)


A. H. Williams


Reynolds Bush S.D.



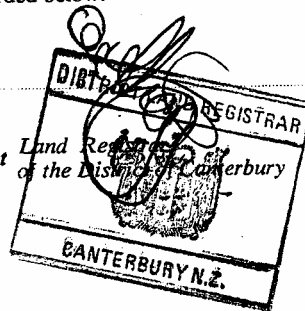
Pt. Run. 106
C.L. 529/27

Certified Correct
A. Maullat
 Licensed Professional Surveyor
 25 6 84

Plan of Water Pipeline Easement
 over Part Run 106 C.L. 529/27
 Prepared by M.A. Singleton Regd. Surveyor
 June 1983
 Scale 1:1000
 R.S. 37520

TRANSFER

Particulars entered in the Register at the date and at the time recorded below.



*District
Assistant*

*Land Registrar
of the District of Canterbury*

10.3.1 26.JUN85 C 552944
 PARTICULARS ENTERED IN REGISTER
 LAND REGISTRY CANTERBURY
 ASST. LAND REGISTRAR

REC'D PAID HEREON
 AVAILABLE

TO ~~EST~~ 185
 31/7/85
 m. d. d.
 H.L.R.

EDY, MEE & CO.
 SOLICITORS
 ASHBURTON, N.Z.

Appendix 3 : Copy of Land Status Report

**OPUS INTERNATIONAL CONSULTANTS LIMITED
CHRISTCHURCH OFFICE**

APPENDIX A

Project Number : G 002 - 53SR - 006 YC

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

LAND STATUS REPORT for Tenehaun Station	LIPS Ref 12744
Property 1 of 1	

Land District	Canterbury
Legal Description	Part Run 106, Run 107 and Part Lot 4, DP 1797 situated in Block XIII Alford, I Shepherds Bush and Blocks XII, XIV and XV Tripp Survey Districts.
Area	2835.0251 hectares.
Status	Crown Land subject to the Land Act 1948.
Instrument of title / lease	All Pastoral Lease 529 / 27 pursuant to Section 66 and registered under Section 83 of the Land Act 1948.
Encumbrances	Subject to: 1. Memorandum of Transfer 552944/1 granting rights to carry water in gross over parts of the subject land in favour of the Ashburton District Council. 2. Part IVA of the Conservation Act 1987 upon disposition.
Mineral Ownership	Part Run 106 and Run 107 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's Deed. Pt Lot 4 DP 1797 (formerly Part RS 29031) This area was transferred to HMK on 28 th March 1947 by Transfer 275997 for the purposes of the Small Farms Act 1931-32. It was not required for a public work. The transfer involved the total estate, including the mines and minerals, and therefore the Crown is free to invoke the standard mineral restrictions upon disposition.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	12 October 1999
[Certification Attached]	Yes

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

LAND STATUS REPORT for Tenehaun Station

LIPS Ref 12744

Property 1 of 1

Note

1. Pastoral lease 529/27 contains a notation for Section 58 strips to be excluded from the lease along all rivers and streams over 3 metres in width. This provision was perpetuated at renewal in 1986 (Rangitata River identified) and the strips are now deemed to be marginal strips under Section 24(3) of the Conservation Act 1987.
S.O's 11388 and 11748 denoted that this property was subject to Section 58 strips along all rivers and streams over three metres in width but there is no specific definition of such strips. **Until these marginal strips are defined for disposition the remain as "notional"..**
2. **Provision will need to be made to bring down or recreate the current easement right to convey water in favour of the Ashburton District Council if any new title emanates from Tenure Review.**
3. Prior to renewal it was noted that there were numerous undefined and unformed legal roads intersecting this property, some of which conformed in part to existing tracks. A preliminary investigation identified roads that should be transferred however **further investigation is required to consider transfer of the roads to the Crown for incorporation into the lease prior to Tenure Review.** This issue was commented on in the Land Settlement Board (H.O.C) Case No. 1986/99 of 18th July 1986 (a copy of which is attached).
4. The Land Settlement Board case referred to above also recorded that there were give and take fencelines in existence the most significant being some 40 hectares below Mt Tripp which occupies Part Reserve 1357. **The matter of boundary adjustments should be investigated further in conjunction with Tenure Review.**
5. Correspondence exists on file (extracts attached) relating to the existence of a Cableway across the Rangitata River at a site known as Klondyke. This was erected without prior authority in the late 1970's by the then South Canterbury Catchment Board and **action should be taken to legalise this structure by way of easement with the Canterbury Regional Council.**

Property | 1 | of | 1


Research Data: Some Items may be not applicable

SDI Print Obtained	Yes
NZMS 261 Ref	J 36
Local Authority	Ashburton District Council
Crown Acquisition Map	Kemp's Deed
SO Plans	SO 7969 – (approved 25/4/1949) - Plan of Montalto Farm Settlement. SO 11388 – (approved 17/6/1970) - Plan of Runs SO 11748 – (approved 17/6/1970) - Plan of Runs
Relevant Gazette Notices	N.A.
CT Ref / Lease Ref	All Pastoral Lease 529 / 27 pursuant to Section 66 and registered under Section 83 of the Land Act 1948.
Legalisation Cards	N.A.
CLR	Confirms Pastoral Lease tenure
Allocation Maps (if applicable)	No allocation to DOC or SOE. Extracts of DOC Allocation maps (SO.17113) and SOE (17062) attached
VNZ Ref - if known	N.A
Crown Grant Maps	N.A
If subject land Marginal Strip: Type [Sec 24(9) or Sec 58]	a) See Notes above.
b) Date Created	b) N.A.
c) Plan Reference	c) N.A.

LAND STATUS REPORT for Tenehaun Station	LIPS Ref 12744
Property 1 of 1	

Research – continued

If Crown land – Check Irrigation Maps.	Searched N.A.
Mining Maps	Searched N.A.
<p>If Road</p> <p>a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989</p> <p>b) By Proc</p> <p>c) Gazette Ref</p>	<p>a) SO Plans 11388 and 11748 - Roads shown burnt sienna on original plans are legal roads - either Crown Grant road or legal by Section 110A Public Works Act 1928.</p> <p>b) Proc Plan</p> <p style="text-align: center;">N.A</p> <p>a) Gazette Ref.</p> <p style="text-align: center;">N.A.</p>
<p>Other Relevant Information</p> <p>a) Concessions - Advice from DOC or Knight Frank</p> <p>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>c) Mineral Ownership</p>	<p>a) No current DOC concessions. DOC has interests in undefined marginal strips under the Conservation Act 1987. Existence of concessions administered by Knight Frank not determined.</p> <p>b) Searched N.A.</p> <p>c) Either</p> <p>Part Run 106 and Run 107 <input type="checkbox"/> 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 1848 Kemp's Deed.</p> <p>Part Lot 4 DP 1797 Pt Lot 4 (formerly Part RS 29031) was transferred to His Majesty the King on 28th March 1947 by Transfer 275997 for the purpose of the Small Farms Act 1931-32. The area acquired became part of Montalto Farm Settlement and a Crown Lease subsequently issued (now freehold) excluding the subject area that remained Crown land until it was incorporated into the lease in 1976. My investigation revealed the earliest title to be CT 90/169 and all interests, including the mines and minerals would ordinarily remain with this title unless otherwise memorialised. There were no memorials relating to mineral interests prior to the transfer.</p>

Property	1	of	1
	<p>Transfer 227997 records that all the interests, including the mines and minerals, were transferred to the Crown. Because of this and the fact the land was not acquired for a public work the Crown, upon disposition, would be free to invoke the standard mineral restrictions.</p> <p><input type="checkbox"/> Contained in [provide evidence].</p>		
d) Other Info	b) N.A.		

Appendix 4 : Copy of relevant folios from file

- Folio 291 internal memo dated 22 February 1979 regarding construction of cableway across the Rangitata Gorge
- Folio 292 letter dated 1 March 1979 to the South Canterbury Catchment Board regarding construction of the cableway
- Folio 293 reply dated 6 March 1979 from the South Canterbury Catchment Board
- Folio 296 further letter to SCCB dated 3 May 1979 requesting approval sought in future to such works

291

L & S.—F. 14A

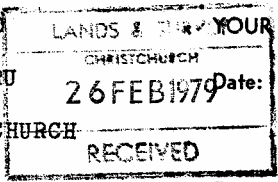
DEPARTMENT OF LANDS AND SURVEY

OUR FILE: P. 20 YOUR FILE: P. 20

From L & S TIMARU Date: 22 February 1979

To CCL CHRISTCHURCH

Ref.: Ours/Yours of Person to consult:



Handwritten notes:
 AF
 4/11/79
 6 CHURCH
 Letter for...
 11/3/79
 P. 20

SUBJECT: PROPOSED CABLEWAY : RANGITATA GORGE

Whilst tramping in the Rangitata Gorge region (see map) I observed that construction work was under way to build a structure across the Rangitata Gorge. Subsequent interviews with Peter Wright (lessee of Tenahaun) and with the Hydrology staff of the South Canterbury Catchment Board revealed that the SCCB proposed building a cableway across the gorge.

The cableway would comprise a tower on each side of the river, with a single 22.2 mm cable between them. Some idea of the proposed structure is given by photos No. 5 & 6. These photos are of a similar but smaller cableway on the Orari River.

The proposed cableway across the Rangitata Gorge would comprise a 7.4 m high steel tower on the Tenahaun side (Crown land) and a 3.4 m high steel tower on the Whiterock side (Crown land). Tie backs would be used on each tower to large concrete anchors. The excavations for the anchors and footings has been completed but as yet no concrete has been poured. Currently, due to work load, the job is in abeyance. The cableway will be approximately 50 m between towers and the cable will average 37 m above normal river level.

The cableway will be used at approximately monthly intervals by SCCB staff to measure river flows. A cable car is used to give a number of readings across the river and at various depths. When read in conjunction with river levels, a measure of the total flow of the river is obtained. A river level gauge is already sighted near the site of the proposed cableway.

An access track has been built on the true left bank to the site of the proposed cableway by the SCCB. This access track extends upstream beyond the proposed site to a previously planned site.

Photos 1 to 4 give some idea of the nature of the country where it is proposed to build the cableway. Unfortunately very strong nor'west conditions with rain prevailed at the time the photos were taken - giving rather colourless photos. At the time of the inspection (15 February 1979) the Rangitata River was running a fresh.

It is considered that this Department's concern should be expressed on a number of counts:-

- 1) The proposed cableway structure will significantly impair the intrinsic aesthetic/visual quality of the Rangitata Gorge area.
- 2) This Department should have been advised of the proposed works - particularly in this case where pastoral lease tenure is involved.
- 3) The tracking already completed, constitutes an unnecessary eyesore - particularly as part of the track will not be used. Again, the SCCB have not consulted with this Department before moving in.

2.

The visual and aesthetic aspect of the proposed work is considered quite serious. Situated, as the cableway is proposed, on rocky bluffs above the narrow gorge, the tower structures will be visible from most areas of the gorge.

Durantly the Rangitata Gorge is a largely unmodified area featuring the Rangitata River confined to a narrow gorge with sheer sides some 30 m high. Tussock covered hillsides rise steeply above the gorge on both sides and there are good views to be had down the gorge to the plains as well as upstream to the snow covered Upper Rangitata Montane region.

The Rangitata Gorge is the only area (apart from the headwaters) along the Rangitata River where a road does not accompany the river. The natural beauty of the area, the rugged nature and its relative remoteness, combine to confer a high aesthetic status to the area, a status which is endangered by the SCCB proposal.

Significant damage to the area has already occurred with the formation of vehicle access tracks.

It can not be denied that the information which the SCCB expect to derive from the cableway installation will be valuable. What is doubted is whether any consideration to aspects other than practicality were undertaken. Prior consultation with interested parties, including this Department, would lead to a compromise with minimal impact upon the environment.

The fact which became evident, both when discussing the matter with the lessee of Tenehaun, and with the SCCB hydrology staff themselves, was that the SCCB had not thought to discuss the matter with any party other than the Ministry of Works.

Whatever the legal rights conferred to the SCCB under the Water and Soil Conservation Act 1967, it would seem only fair and reasonable that matters affecting Crown land should be referred to this Department for consideration.

One further point, although not entirely relevant to this Department's field, is the potential hazard which this proposed cableway is likely to present to civil aviation.

SUMMARY:

The impact of the proposed cableway upon the environment deserves greater study than has been evidenced in this case. The advantages to be gained from the installation must be considered against the disadvantages inherent with the present location.

Involving as it does Crown land, it would appear entirely reasonable to expect the Catchment Board to discuss such a proposal before work is undertaken with this Department.

The Catchment Boards must realize that before works likely to influence environmental values and/or involving Crown land are beyond the planning stage, all interested parties should be informed and consulted.

...

3.

RECOMMENDATIONS:

That the South Canterbury Catchment Board be written to:-

- 1) Asking what works are proposed in the Rangitata Gorge area, on Tenehaun and Whiterock Stations.
- 2) Advising that where works by the SCCB are likely to effect Crown land, it would be appreciated if this Department were to be advised.
- 3) Enquiring whether an Environmental Impact Assessment Report has been done to cover the proposed works.

I would also recommend that investigation be made as to the feasibility and necessity of placing a conservation covenant over part of the Rangitata Gorge.



P.N. Goodson
Field Officer

- Enc. 1) Location map of area
2) 6 Photos

Agree that this matter be taken up with South Canterbury Catchment Board, to cover this case, & future procedures be adopted.

*J. Graham
S/O*

292.

P 20

RN

r Savage

799 760

Private Bag
CHRISTCHURCH

1 March 1979

The/Chief/Engineer
South Canterbury Catchment Board
P.O. Box 160
TIMARU/

Dear Sir

RANGITATA GORGE : PROPOSED WORKS

It has come to my notice that the Board is constructing a cable-way across the Rangitata Gorge. Could you please advise urgently therefore what works the Board has proposed for the Tenehaun and Whiterock Stations in the Gorge.

Where any proposed works are likely to affect Crown land this department would appreciate advice of such proposals before they are carried out to enable the impact or effect to be assessed.

In this case, could you also confirm whether an Environmental Impact Assessment Report has been completed to cover the proposed works.

Yours faithfully

E.J. Davies
Commissioner of Crown Lands

Per *J 1/3*

PLA

TELEPHONE 89-069
P.O. BOX - 160

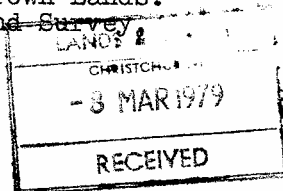
South Canterbury Catchment Board

and
Regional Water Board
75 CHURCH STREET, TIMARU
NEW ZEALAND

243
Our Ref.
RW 158/20
57/12

6 March 1979

The Commissioner of Crown Lands.
Department of Lands and Survey
Private Bag,
CHRISTCHURCH




Dear Sir,

RANGITATA GORGE : PROPOSED WORKS
Your Ref: P 20

The National Water and Soil Conservation Authority has approved, and granted funds for, the construction of a cableway over the Rangitata River at a site known locally as Klondyke. Construction works entail the erection of cable support towers on both banks, together with buried anchor blocks. The cable support tower is 7.5 metres high on the left bank and 3.5 metres high on the right bank with a 20 mm cable strung between. Approval of the occupiers was obtained for both access and construction.

◊ No Environmental Impact Assessment Report was considered necessary in this case. ◊ No options were available to the Board; the use of cableways for water resource investigation being the only means of access to the required information. ◊ The erection of the towers was considered not to affect the environment significantly. ◊ Notwithstanding any possible disadvantages, the ultimate use of the data to be obtained is for the benefit of the country and local community.

Yours faithfully,


G.A. STRINGER
CHIEF ENGINEER

Handwritten notes:
4/11/79
I think I've
may already
have reported
no further
action re: this
8/12/79

296

F.20
F.65

RE 158/20
57/12

r Frial

799 760

~~XXXXXX~~
Private Bag
CHRISTCHURCH

3 May 1979

The Chief Engineer
South Canterbury Catchment Board
P.O. Box 160
TIMARU

Dear Sir

RANGITATA GORGE : PROPOSED WORKS

I refer to your letter of 6 March 1979.

... I am enclosing a copy of a circular issued by our Head Office in 1976 on the subject of Installations on Crown land and Public Reserves. You will see that the Department's prior approval is required to installations on Crown land and this would apply in the case of the cableway constructed in the Rangitata Gorge.

Would you please ensure that in future the Department's consent is obtained prior to commencement of your work on any such installation.

Yours faithfully

E.J. Davies
Commissioner of Crown Lands

Per *JG*
3/5

Encl.

BFO
TIMARU

Copy for your information.

E.J. Davies
Commissioner of Crown Lands

Per *JG* 3/5