

## **Crown Pastoral Land Tenure Review**

**Lease name : KILLERMONT**

**Lease number : PO 207**

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

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

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

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

**January 05**

“RELEASED UNDER THE OFFICIAL INFORMATION ACT”  
**DUE DILIGENCE REPORT**  
**CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:**

File Ref: CON/50241/12503/A-ZNO

Report No: QVV 61

Report Date: 03/04/2001

Office of Agent: CHRISTCHURCH

LINZ Case No: 01/

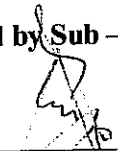
Date sent to LINZ:

TR 01/130

**RECOMMENDATIONS**

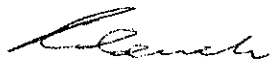
1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions:
  - (a) A Q.E.II National Trust Open Space Covenant over 40 hectares of the lease to protect stands of Celery Pine and Halls Totara is still to be executed and registered against the lease. *no action since 1995*
  - (b) Creation of a ROW Easement, in favour of the Waitaki Valley Acclimatisation Society (or its successor organisation), over the track from the Lindis Pass Highway over Run 674 to the Ahuriri Bridge and the adjoining property known as “Claycliffs”.
  - (c) Creation of Easements, in favour of “Tara Hills” and “Omarama Station”, over Run 674 to the Water Races intersecting the lease.
3. That the Commissioner of Crown Lands or his delegate **note** that no potential liabilities have been identified as a result of the file search.
4. That the Commissioner or his delegate **note** that it appears that the Omarama Soaring Centre still operates on the lease at the pleasure of the lessee and on the premis that these operations are non-commercial.

Signed by Sub – Contractor:



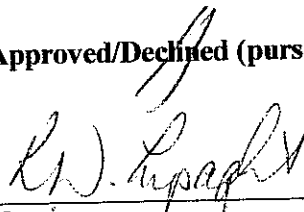
Name: D. McGregor  
McGregor Property Services Limited  
Accredited Agent

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: 9 14 01

**1. Details of Lease:**

**Lease Name:** Killermont.  
**Location:** On SH 8, 16 kilometres north west of Omarama.  
**Lessees:** Killermont Run Limited.  
**Tenure:** Pastoral Lease pursuant to Section 66 and registered under Section 83 of the Land Act 1948.  
**Term:** 33 years from 1 July 1991 (expires 30 June 2024).  
**Annual Rent:** \$3000.  
**Rental Value:** \$200,000.  
**Date of Next Review:** 30 June 2002.  
**Land Registry Folio Ref:** C.L. OT386/146 (Canterbury Registry).  
**Legal Description:** Section 3, Block V, Ahuriri Survey District, Run 201B and 674 Ahuriri and Hawkdun Survey Districts.  
**Area:** 4825.0669 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
Po 207-SDN-01	1	1	08/04/1955	225	23/04/1964
Po 207-SDN-02	2	226	24/04/1964	380	21/09/1977
Po 207-SDN-03	3	381	03/10/1977	699	31/05/1985
Po 207-SDN-04	4	700	04/06/1985	222	05/10/1995
Po 207-SDN-05	5	1	05/10/1995	42	30/06/2000
CON 50213/09/12503/A-ZNO	1	1	01/07/2000	21	Current

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

File Reference: CON/50241/09/12503/A-ZNO-02  
Volume: 1  
First folio: 1  
Date: 6 November 2000.  
Last folio note: -  
Date: Current

**3. Summary of Lease document:** (Copy of CL OT386/146 attached as *Appendix 1*)

**3.1 Terms of Lease**

A 33 year term from 1 July 1991 at the Annual rental of \$3000 based on the Rental Value of \$200,000.

*Stock limitation in Lease:*

2750 sheep (including 1705 Breeding ewes).

*Commencement Date:*

1 July 1958. Renewed for a further term of 33 years from 1 July 1991 by Memorandum of Renewal of Lease No. 910685 (registered on 25 June 1996).

*Other Provisions:*

1. *Lease condition (i) provides* "That there is reserved from this lease the water races as shown on the plan hereon (lease plan) and the Commissioner of Crown Lands for the Otago Land District or any person authorised by him shall at all times be entitled to enter on the areas reserved for the purpose of carrying out repairs to the races or any other works deemed necessary".
2. *Lease condition (j) provides* "That the lessee will grant in favour of Berwen Run Limited an easement for registration on this lease to allow the Company to shift stock between Run 536 Ahuriri Survey District and Run 322A Ahuriri, Hawkdhu and Gala Survey Districts so long as the said Company holds and works both Runs together. Payment of all costs in respect of the easement and registration thereof shall be the responsibility of the Company".

**3.2 Area adjustments**

There have been no adjustments to the lease since issue.

**3.3 Registered Interests**

*Mortgages*

429789                      Statutory Land Charge pursuant to the Statutory Land Charges Registration Act 1928 (Rural Housing) registered 18 September 1974.

517873.2                    to National Bank of New Zealand Limited registered on 19 June 1979.

**3.4 Unregistered Interests**

*Recreation Permits*

A search of available records did not reveal the existence of any Recreation permits.

*Easements*

Easement to the Waitaki Valley Acclimatisation Society for access over the track from the Lindis Pass highway to the bridge across the Ahuriri River to Claycliffs.

Refer to Clause 8.2.

Easements over the lease in favour of Tara Hills and Omarama Station across Run 674 to intersecting water races.

Refer to Clause 8.3

*QE II National Trust Covenant*

A QE II National Trust Open Space Covenant was approved in 1991 to protect Celery Pine and Halls Totara on 40 hectares of the lease.

Refer Clause 8.1 below.

*Unregistered Mortgages / debts*

None known.

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

No Land Improvement Agreement is registered against the current lease.

A Soil and Conservation Plan was prepared in 1976 providing for among other things the retirement of 580 hectares. Works proceeded until it came to the retirement fence when the lessee negotiated with the Waitaki Catchment Commission for continued grazing. It was noted at the time that while no land tenure action was necessary that the Commission would need to re-open negotiations with the lessee / lessor.

This property is not, according to the file, part of any Rabbit and Land Management Plan.

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

A Land Status Report undertaken by D McGregor, McGregor Property Services Limited for and on behalf of Q V Valuations and certified by the Chief Surveyor, Dunedin on 23 March 2001, confirms the status of the land as Crown Land, leased pursuant to Section 66 of the Land Act 1948, and registered under Section 83 of the same Act.

The land is subject to the registered interests included in *Clause 3.3* above and Part IVA of the Conservation Act 1987 upon disposition.

The minerals remain with the Crown as the land has never been alienated since its acquisition from the original Maori owners under the Kemp Purchase.

The report notes that:

- 1) In 1979 The Omarama Soaring Centre was issued a recreation permit for an initial period of three years from 1 July 1979 subject to conditions for development of an airfield on the lease (folios 425 and 428 on file). At expiry of the initial term in 1983 the Soaring Centre advised that a further permit was no longer required because the lessee favoured allowing the operation on a non-commercial basis by way of a gentleman's agreement (folio 673). There is nothing on file to suggest that the arrangement has changed.
- 2) In 1968 the Waitaki Valley Acclimatisation Society sought access from the Lindis Pass Highway over Run 674 and the track from the highway to the bridge across the Ahuriri River to "Claycliffs" was suggested (folio 267 on file). Subsequently the lessee agreed in principle to the proposals (folio 670) and it was left to the Crown to draft an Agreement for the lessee's consideration. A draft easement was prepared (folio 676) but the file does not record any formal agreement and the easement has not been registered against the lease.
- 3) A routine inspection report in 1990 (folio 746) recorded serious hawkweed infestation and rabbit populations.

“RELEASING UNDER THE QE II National Trust Act” it had approved the offer of an Open Space Covenant (to protect Celery Pine and Halls Totara) over 40 hectares of the lease. On 31 March 1995 the QE II National Trust indicated a draft Management Statement was being released to interested groups for comment. The final document has not been submitted or registered against the lease.

- 5) In 1992 the lessee agreed to the construction of the Tara Hills water race beyond SH 8 to Tara Hills across Run 674 and the understanding was that easements would be created over the lease in favour of Tara Hills and Omarama Station. No formal easements have been executed or registered against the lease (folio 752 on file).

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 there are no known huts, historic sites, telecommunication or other hilltop installations on the property.

The topographic map does however reveal the existence of:

- a) Three airstrips, one at the eastern end of the property which would appear to be that which the Omarama Soaring Centre operates with the agreement of the lessee.
- b) Transmission lines out across the north west corner of Run 201B. Local power lines intersect both Runs.
- c) Water races intersect Run 674 and are the subject of property reports (refer Reports 4 of 5 and 5 of 5.)

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

The formed roads adjoining the property appear to conform with the road legality.

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

There would appear to be no significant boundary discrepancies.

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

- |                        |   |  |
|------------------------|---|--|
| North Eastern Boundary | – | River Bank Protection Reserve by NZ Gazette 1890 p 307 (Section 1, Block I, Ahuriri SD). |
| Western Boundary       | – | Run 201A (Dunstan Downs Pastoral lease).   |
| Southern Boundary      | – | Run 201G (Twin Peaks Pastoral lease).  |

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

### **8.1 QE II National Trust Open Space Covenant**

Refer to Clause 3.4 above.

In 1991 the QE II National Trust approved the offer of an Open Space Covenant over 40 hectares of the lease to protect stands of Celery Pine and Halls Totara. On 31 March 1995 the QE II National Trust indicated a Management Statement was being released to interested parties for comment. The final Covenant has yet to be submitted for execution and registration against the lease.

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

Copy of covenant and correspondence attached as **Appendix 2.**

*Easement in favour of Waitaki Valley Acclimatisation Society*

Refer to Clause 3.4.

In 1968 the lessee agreed in principle to granting the Society access via the track from the Lindis Pass Highway over Run 674 to the bridge across the Ahuriri River to "Claycliffs" adjoining. A draft easement was prepared but there is no indication of any formal agreement between the parties or registration of the easement.

Copies of folios 267, 670 and 676 from file attached as **Appendix 3.**

**8.3 Easement across Run 674 to Water Races in favour of "Tara Hills" and "Omarama Station"**

Refer to Clause 3.4.

In 1992 the lessee agreed to the construction of the Tara Hills water race beyond SH 8 to Tara Hills across Run 674 and the understanding easements would be created in favour of the above properties. No formal easements have been executed or registered against the lease.

Copies of folio 752 on file attached as **Appendix 4.**

**Schedule A – Copy of Land Status Report (minus enclosures).**

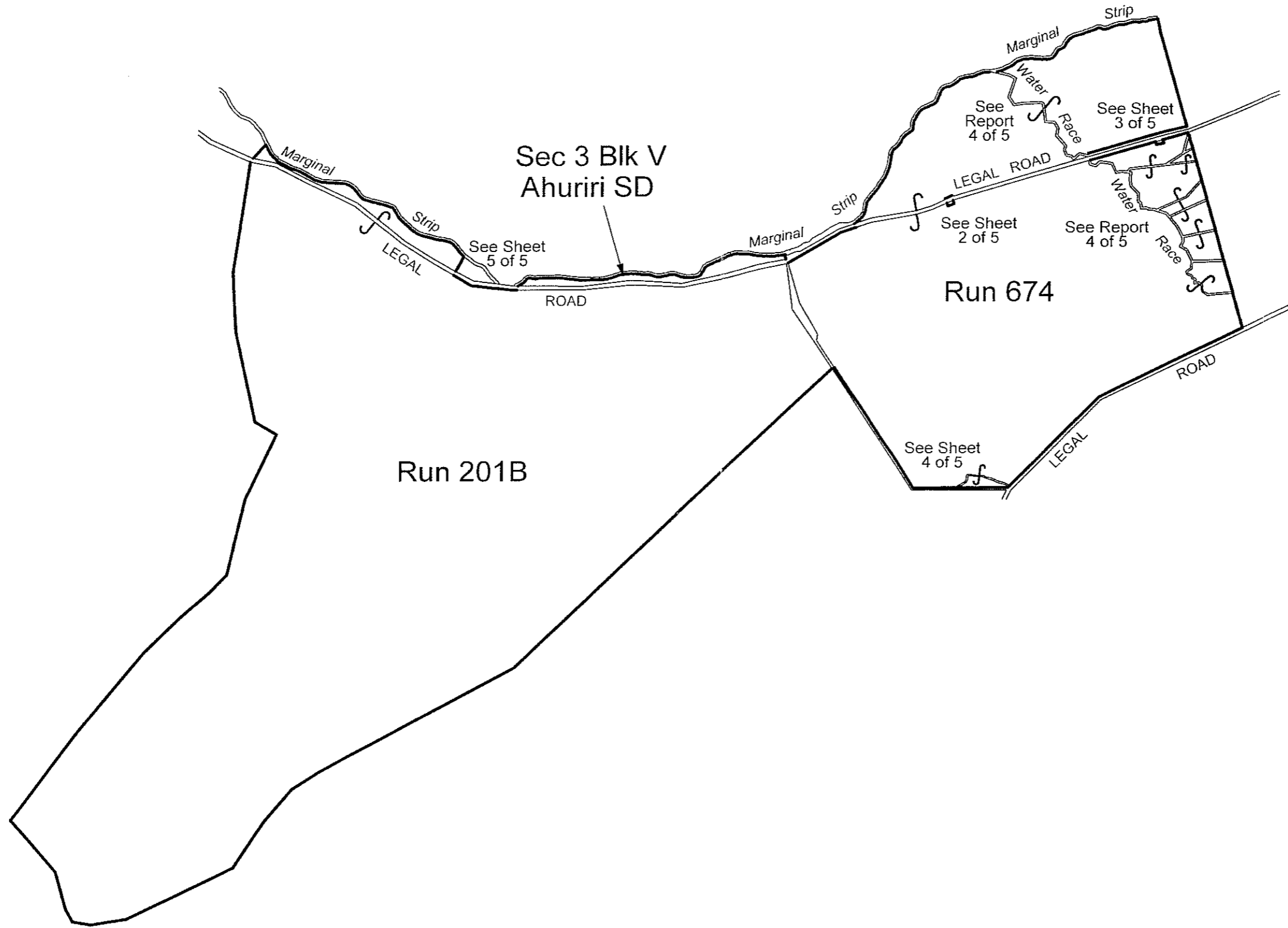
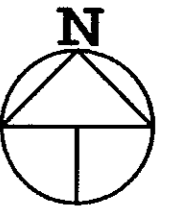
**APPENDICES**

- 1. Copy of Lease Document.**
- 2. Copies of folios from file – QE II National Trust Covenant.**
- 3. Copies of folios from file – Easement to Waitaki Valley Acclimatisation Society.**
- 4. Copies of folios from file – Easement to "Tara Hills" and "Omarama Station".**

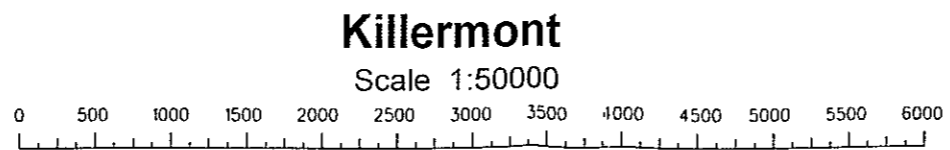
**SCHEDULE A**



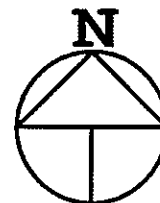
**LAND STATUS REPORTS (and supporting Plans)**



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



Version	1	2	3	4	5
Otago Land District					Sheet 1 of 5
Topographic Map 260 - H39					Date 17/11/00



Run 674

(S. H. 8)

OMARAMA - LINDIS PASS ROAD

Sec 3 Blk III  
Ahuriri SD  
(See Report 2  
of 5)

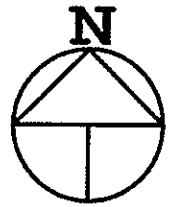
Run 674

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

Version	1	2	3	4	5
Otago Land District			Sheet 2 of 5		
Topographic Map 260 - H39			Date 17/11/00		

### Killermont

Not to scale



Run 674

Crown Land (Water race)

OMARAMA - LINDIS PASS ROAD (S. H. 8)

Sec 4 Blk III  
Ahuriri SD  
(See Report 3  
of 5)

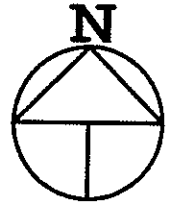
Run 674

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

Version	1	2	3	4	5
Otago Land District					Sheet 3 of 5
Topographic Map 260 - H39					Date 17/11/00

# Killermont

Not to scale



# Run 674

Crown Land  
(Water race)  
(See Report 5  
of 5)

Legal road

HUT

ROAD

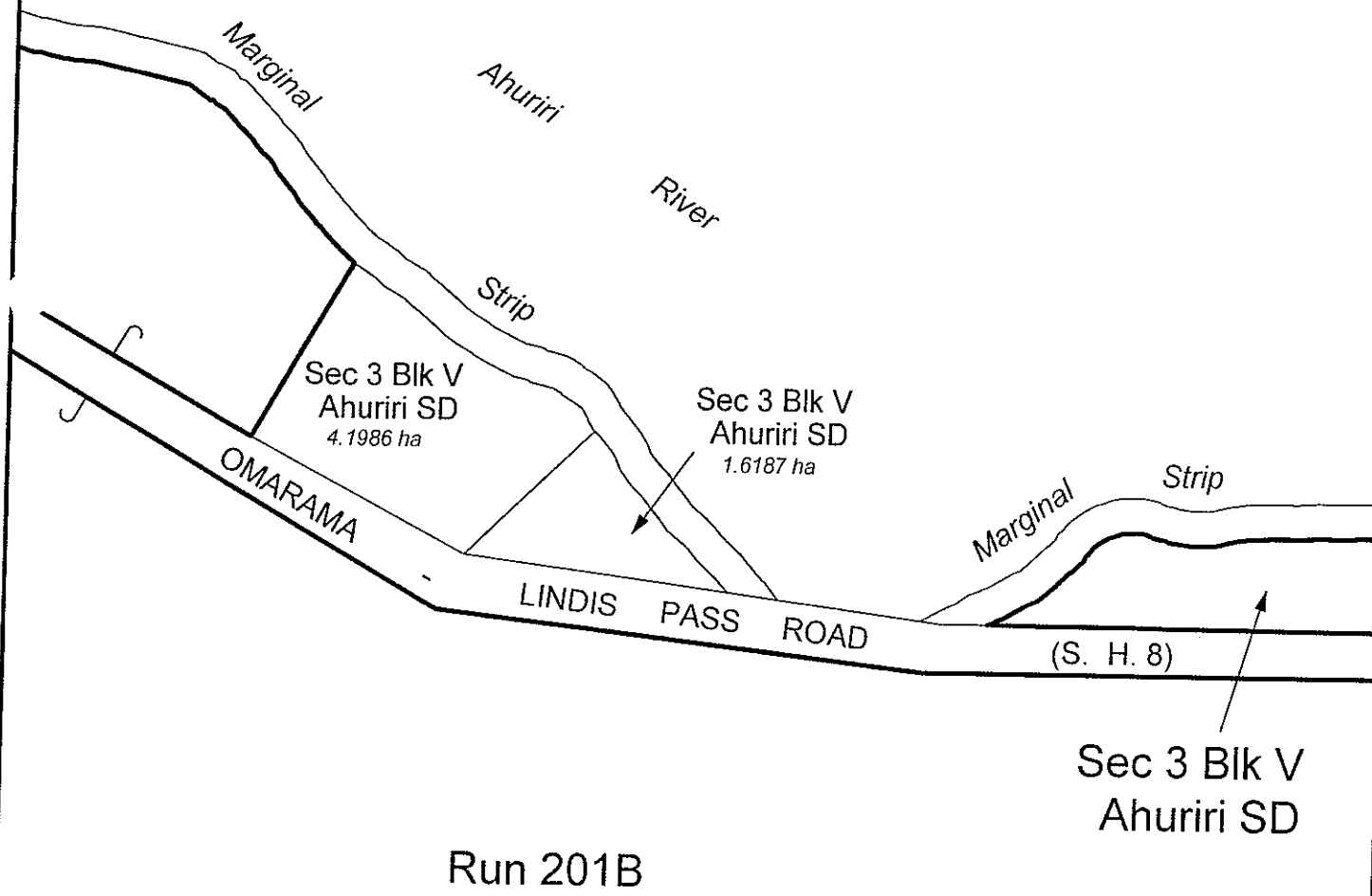
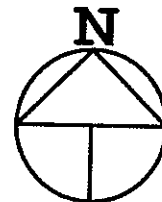
BROKEN

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

Version	1	2	3	4	5
Otago Land District	Sheet 4 of 5				
Topographic Map 260 - H39	Date 17/11/00				

## Killermont

Not to scale



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

Version	1	2	3	4	5
Otago Land District			Sheet 5 of 5		
Topographic Map 260 - H39			Date 17/11/00		

**Killermont**  
 Not to scale



RELEASED UNDER THE OFFICIAL INFORMATION ACT

Sec 3 Bik V  
Ahuriri SD

Run 674

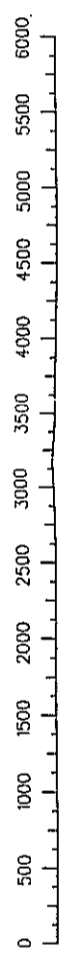
Run 201B

See Report 4 of 5  
See Report 3 of 5  
See Report 4 of 5  
See Report 2 of 5  
See Sheet 4 of 5  
See Sheet 5 of 5

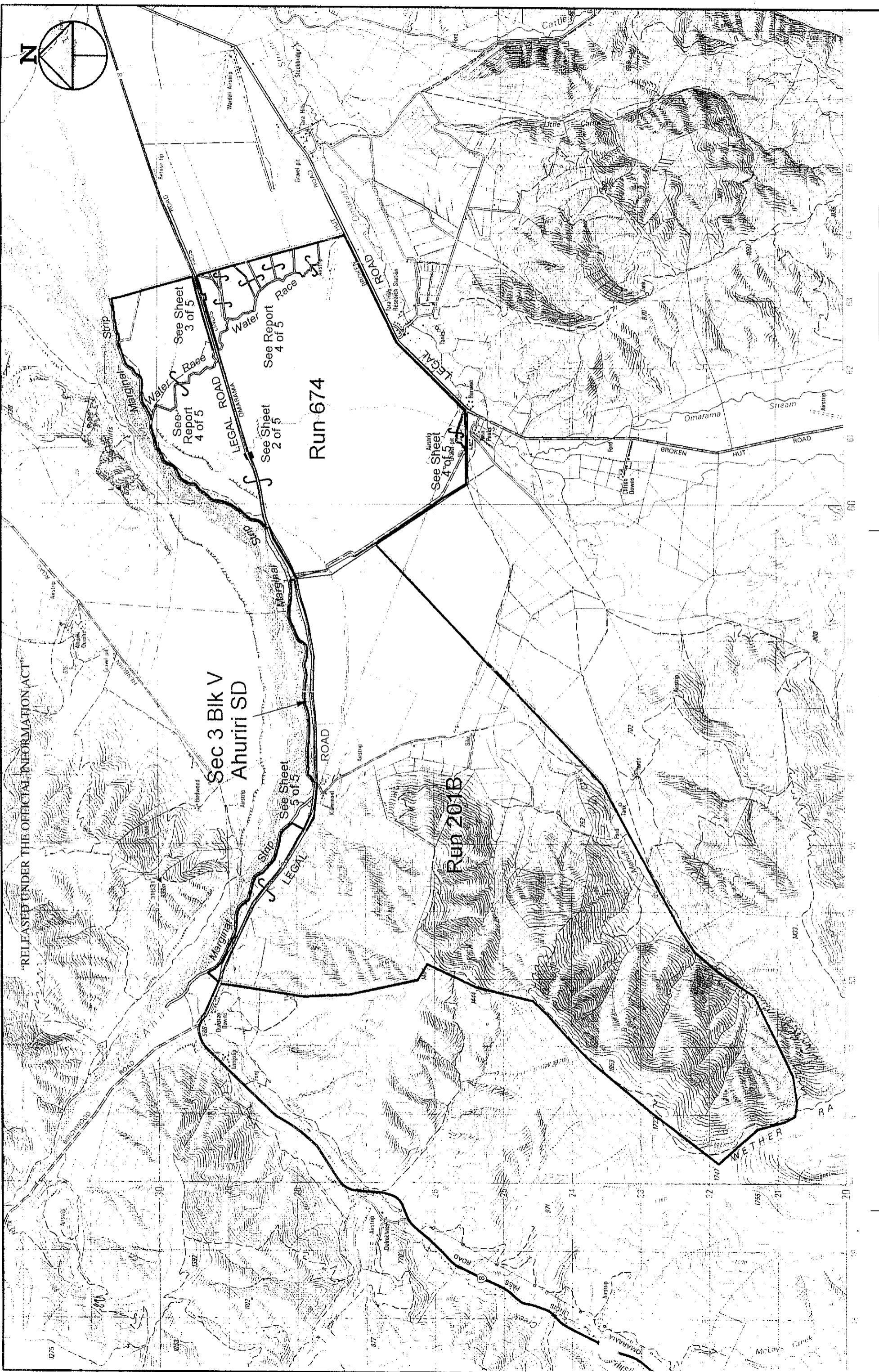
Marginal Strip Subject to Sec 24(9)  
Conservation Act 1987

**Killermont**

Scale 1:50000



Version	1	2	3	4	5
Otago Land District	Sheet 1 of 5				
Topographic Map 260 - H39	Date 17/11/00				



"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

**PROPERTY 1 OF 5  
LAND STATUS REPORT**



# Q.Y. VALUATIONS, CHRISTCHURCH

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

Project Number QVV 60

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50241 dated 6 November 2000 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

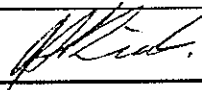
<b>LAND STATUS REPORT for Killermont Tenure Review</b>		LIPS Ref 12503
Property	1	of 5
<b>Land District</b>	Otago.	
<b>Legal Description</b>	Section 3, Block V, Ahuriri Survey District, Runs 201B and 674, Ahuriri and Hawkdun Survey District.	
<b>Area</b>	4825.0669 hectares.	
<b>Status</b>	Crown Land subject to the Land Act 1948 and subject to a Pastoral issued pursuant Section 66 and registered under Section 83 of the Land Act 1948.	
<b>Instrument of title / lease</b>	C.L. 386/146 as varied by Memorandum of Renewal 910665.	
<b>Encumbrances</b>	<ol style="list-style-type: none"><li>1 <i>Lease condition (i) provides</i> "That there is reserved from this lease the water races as shown on the plan hereon (<i>lease plan</i>) and the Commissioner of Crown Lands for the Otago Land District or any person authorised by him shall at all times be entitled to enter on the areas reserved for the purpose of carrying out repairs to the races or any other works deemed necessary".</li><li>2 <i>Lease condition (j) provides</i> "That the Lessee will grant in favour of Berwen Run Limited an easement for registration on this Lease to allow the Company to shift stock between Run 536 Ahuriri Survey District and Run 322A Ahuriri, Hawkdun and Gala Survey Districts so long as the said Company holds and works both Runs together. Payment of all costs in respect of the easement and registration thereof shall be the responsibility of the Company".</li></ol>	
<b>Mineral Ownership</b>	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 Purchase.	
<b>Statute</b>	Land Act 1948 and Crown Pastoral Land Act 1998.	
<b>Data Correct as at</b>	3 March 2001.	
<b>[Certification Attached]</b>	Yes.	

**LAND STATUS REPORT for Killermont Tenure Review**

LIPS Ref 12503

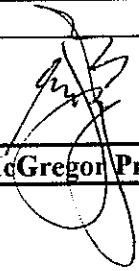
"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

Property 1 of 3

Prepared by John Kirk  
subcontractor

Crown Accredited Supplier

Opus International Consultants Ltd, Dunedin


Confirmed by Don McGregor for  
and on behalf of Quotable Value  
New Zealand.

Crown Accredited Supplier

McGregor Property Services Limited

**Certification**

Pursuant to Section 11(1)(d) 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 under the Land Act 1948 (subject to Pastoral Lease C.L. 386/146).

  
 Max Haydn Warburton  
 Chief Surveyor

Land Information New Zealand, Dunedin.

23 / 3 / 2001

**Notes: This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6 paragraph 6.**

1) In 1979 The Omarama Soaring Centre was issued a recreation permit for an initial period of three years from 1 July 1979 subject to conditions for development of an airfield on the lease (*folios 425 and 428 on file*). At expiry of the initial term in 1983 the Soaring Centre advised that a further permit was no longer required because the lessee favoured allowing the operation on a non-commercial basis by way of a gentleman's agreement (*folio 673*). There is nothing on file to suggest that the arrangement has changed.

2) In 1968 the Waitaki Valley Acclimatisation Society sought access from the Lindis Pass Highway over Run 674 and the track from the highway to the bridge across the Ahuriri River to "Claycliffs" was suggested (*folio 267 on file*). Subsequently the lessee agreed in principle to the proposals (*folio 670*) and it was left to the Crown to draft an Agreement for the lessee's consideration. A draft easement was prepared (*folio 676*) but the file does not record any formal agreement and the easement has not been registered against the lease

3) A routine inspection report in 1990 (*folio 746*) recorded serious hawkweed infestation and rabbit populations.

4) In 1991 the QE II National Trust advised that it had approved the offer of an Open Space Covenant (to protect Celery pine and Halls Totara) over 40 hectares of the lease. On 31 March 1995 the QE II National Trust indicated a draft Management Statement was being released to interested groups for comment. The final document has not been submitted or registered against the lease.

5) In 1992 the lessee agreed to the construction of the Tara Hills water race beyond SH 8 to Tara Hills across Run 674 and the understanding was that easements would be created over the lease in favour of Tara Hills and Omarama Station. No formal easements have been executed or registered against the lease (*folio 752 on file*).

**Research Data: *Some Items may be not applicable***

SDI Print Obtained	Yes.
NZMS 261 Ref	H39.
Local Authority	Waitaki District Council.
Crown Acquisition Map	Kemp Purchase.
SO Plan	<p><b>SO 101-</b> Plan of Topographical data Ahuriri Survey District (December 1879).</p> <p><b>SO 901-</b> Plan of Topographical data Lindis Survey District (May 1884).</p> <p><b>SO 1384-</b>Plan of Runs 201B, 201G, 201D, Section 1 Block III Ahuriri Survey District [proposed Afforestation Reserve see 2072] Section's 1, 2 ,3 and 5 Block V, Ahuriri Survey District. Part Omarama Runs, (June 1915).</p> <p><b>SO 1387-</b> Plan of Runs 201A (adjoining this Run). (August 1915).</p> <p><b>SO 2072-</b> Plan of Run 674 Omarama Runs situated in Block III, Ahuriri Survey District. (February 1937).</p> <p><b>SO 2494-</b> Plan of Main Road Omarama – Lindis Pass (July 1914).</p> <p><b>SO 3006-</b> Plan of Water Race through Section 1, Block III, Ahuriri Survey District (August 1925).</p> <p><b>SO 9857-</b> Plan of Road through Section 1, Block III, Ahuriri Survey District. (March 1920).</p> <p><b>SO 9861-</b> Plan of exchange of Roads &amp; Gravel Reserves through Section 1, Block III, Ahuriri Survey District. (May 1925).</p> <p><b>SO 22710-</b> Plan of Electricity Corporation of New Zealand Ltd transmission lines existing or under construction at 31 December 1987. (March 1988).</p> <p><b>SO 23107-</b> Plan of the Ahuriri Ward (June 1989).</p>
Relevant Gazette Notices	N.Z. Gazette 1925 page 2982 Land proclaimed as Road, and Road closed in Block III, Ahuriri Survey District. (The closed road is now underlying Run 674 as defined on SO 2072).

**LAND STATUS REPORT for Killermont Tenure Review**

LIPS Ref 12503

Property 1 of 5  
"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

CT Ref / Lease Ref	C.L. 386/146 as varied by Memorandum of Renewal 910665.
Plan Index	Copies attached.
Legalisation Cards	SO 1384 copy attached. No other cards found for the plans listed above.
CLR	Supports Pastoral Status.  Records a recreation permit in the name of Omarama Soaring Centre Inc. [over Part of Run 674, area 100 ha approx] for a term of 3 years from 1/6/1979.
Allocation Maps (if applicable)	LIPS map - records LIPS Ref 14113. <b>[See report 4 of 5].</b>  DOC allocation - Records allocations D*H39*27*CO & D*H39*32*CO within the boundary of this Pastoral Lease <b>[See reports 2 of 5 &amp; 3 of 5].</b>  Allocation areas D*H39*33*CO & D*H39*34*CO adjoin this Pastoral Lease.  SOE Plans searched - nothing found.
VNZ Ref - if known	VR 26050/9800.
Crown Grant Maps	Confirms the Section 129 Land Act 1924 strip laid out along the Ahuriri River
If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58]  b) Date Created  c) Plan Reference	a) Section 129 Land Act 1924 [deemed to be Marginal strips by Section 24 (3) of the Conservation Act 1987].  b) b) 29.2.1932.  c) SO 1384.

**Research – continued**

If Crown land – Check Irrigation Maps.	Searched. Not applicable.
Mining Maps	Searched. No lodged mining applications recorded.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989  b) By Proc	a) SO Plan Not applicable.  b) Proc Plan Not applicable.  c) Gazette Ref Not applicable.
Other Relevant Information a) Concessions – Advice from DOC or Knight Frank.  b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998  c) Mineral Ownership  d) Other Info	a) The Department of Conservation has advised that it is not aware of any concessions on this property. Also no information was found on the available files to support the existence of any concession.  There are no current concessions administered by Knight Frank (NZ) Limited.  b) Searched. Not applicable.  c) <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 Purchase.  d) Not applicable.

**PROPERTY 2 OF 5  
LAND STATUS REPORT**

# Q.V. VALUATIONS, CHRISTCHURCH

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

Project Number QVV 60

This report has been prepared on the instruction of Land Information New Zealand in terms of **Contract No: 50241** dated **6 November 2000** and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

<b>LAND STATUS REPORT for Killermont Tenure</b>				LIPS Ref: No Ref
<b>Review</b>				
Property	2	of	5	Section 3, Block III, Ahuriri Survey District

Land District	Otago.
Legal Description	Section 3, Block III, Ahuriri Survey District.
Area	4047 square metres.
Status	Stewardship Land.
Instrument of title / lease	No registration.
Encumbrances	Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998.
Mineral Ownership	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 Purchase.
Statute	Section 62 of the Conservation Act 1987.

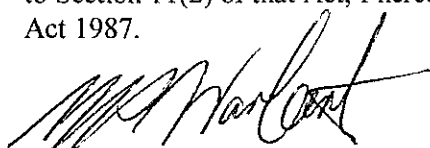
Data Correct as at	2 March 2001
[Certification Attached]	Yes.

Prepared by John Kirk Subcontractor	
Crown Accredited Supplier	Opus International Consultants Ltd, Dunedin

Confirmed by Don McGregor for and on behalf of Quotable Value New Zealand.	
Crown Accredited Supplier	McGregor Property Services Limited

## Certification

Pursuant to Section 11(1)(l) 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 Stewardship Land subject to the Conservation Act 1987.



Max Haydn Warburton  
Chief Surveyor  
Land Information New Zealand, Dunedin.

25/3/2001



**LAND STATUS REPORT for Killermont Tenure Review**

LIPS Ref No Ref

Property 2 of 3 Section 5, Block III, Anurifi Survey District

**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.**

Not applicable.

**Research Data:** *Some Items may be not applicable*

SDI Print Obtained	Yes.
NZMS 261 Ref	H39.
Local Authority	Waitaki District Council.
Crown Acquisition Map	Kemp Purchase
SO Plan	<p><b>SO 9861-</b> Plan of exchange of Roads &amp; Gravel Reserves through Section 1, Block III, Ahuriri Survey District. (May 1925).</p> <p><b>SO 2072-</b> Plan of Run 674 Omarama Runs situated in Block III, Ahuriri Survey District. (February 1937)</p>
Relevant Gazette Notices	Searched. Not applicable.
CT Ref / Lease Ref	No registration.
Plan Index	Copy attached.
Legalisation Cards	Searched. No legalisation cards.
CLR	<p>Shown as a map Gravel Reserve.  <i>[This is a parcel of Crown Land defined on an original block plan (being the first survey of the land after the original Crown acquisition from the former Maori owners) showing the intention to reserve the land. No gazette action has ever been undertaken and the land remained as un-alienated Crown Land until it was allocated to DOC in 1987].</i></p>
Allocation Maps (if applicable)	<p>Allocated to The Department of Conservation reference D*H39*32*CO  <i>This is a Category 8 allocation (Crown Land subject to Sections 66A, 67,68 and 165 Land Act 1948 and unalienated Crown Land not previously accounted for) approved in accordance with the Special Ministerial Coordinating Committee's decision of 25 March 1987.</i></p> <p>The other allocation maps have been searched and no duplications have been found.</p>
VNZ Ref - if known	Not known.
Crown Grant Maps	Searched. Not applicable.
If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58]	a) Not applicable.

**LAND STATUS REPORT for Killermont Tenure Review**

LIPS Ref No Ref

Property 2 of 5 Section 3, Block III, Ahuriri Survey District

b) Date Created

b) Not applicable.

c) Plan Reference

c) Not applicable.

**Research – continued**

If Crown land – Check Irrigation Maps.	Searched. Not applicable.
Mining Maps	Searched. Not applicable.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc	a) SO Plan Not applicable. b) Proc Plan Not applicable. c) Gazette Ref Not applicable.
Other Relevant Information a) Concessions – Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership	a) Not applicable. b) Is relevant land in terms of Part 9 of the Ngai Tahu Claims Settlement Act 1998 c) <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 Purchase.
d) Other Info	d) not applicable

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

**PROPERTY 3 OF 5  
LAND STATUS REPORT**

# Q.V. VALUATIONS, CHRISTCHURCH

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

Project Number QVV 60

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50241 dated 6 November 2000 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

<b>LAND STATUS REPORT for Killermont Tenure</b>		LIPS Ref: No Ref	
<b>Review</b>			
Property	3	of	5 Section 4, Block III, Ahuriri Survey District

Land District	Otago
Legal Description	Section 4, Block III, Ahuriri Survey District.
Area	4047 square metres.
Status	Stewardship Land.
Instrument of title / lease	No registration.
Encumbrances	Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998.
Mineral Ownership	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 Purchase.
Statute	Section 62 of the Conservation Act 1987.

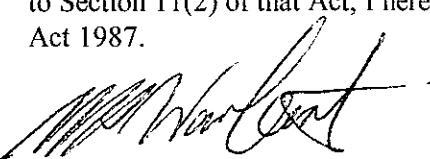
Data Correct as at	2 March 2001.
[Certification Attached]	Yes.

Prepared by John Kirk contractor	
Crown Accredited Supplier	Opus International Consultants Ltd, Dunedin

Confirmed by Don McGregor for and on behalf of Quotable Value New Zealand.	
Crown Accredited Supplier	McGregor Property Services Limited

### Certification

Pursuant to Section 11(1)(l) 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 Stewardship Land subject to the Conservation Act 1987.

  
Max Haydn Warburton  
Chief Surveyor  
Land Information New Zealand, Dunedin.

23/3/2001

**LAND STATUS REPORT for Killermont Tenure Review**

LIPS Ref No Ref

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"  
Property 3 of 5 Section 4, Block 11, Ahuriri Survey District

**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.**

Not applicable.

**Research Data:** *Some Items may be not applicable*

SDI Print Obtained	Yes.
NZMS 261 Ref	H39.
Local Authority	Waitaki District Districts.
Crown Acquisition Map	Kemp Purchase.
SO Plan	<p><b>SO 9861-</b> Plan of exchange of Roads &amp; Gravel Reserves through Section 1, Block III, Ahuriri Survey District. (May 1925).</p> <p><b>SO 2072-</b> Plan of Run 674 Omarama Runs situated in Block III, Ahuriri Survey District. (February 1937).</p>
Relevant Gazette Notices	Searched. Not applicable.
CT Ref / Lease Ref	No registration.
Plan Index	Copy attached.
Legalisation Cards	Searched. No legalisation cards found
CLR	<p>Shown as a map Gravel Reserve.</p> <p><i>[This is a parcel of Crown Land defined on an original block plan (being the first survey of the land after the original Crown acquisition from nthe former Maori owners) showing the intention to reserve the land. No gazette action has ever been undertaken and the land remained as un-alienated Crown Land until it was allocated to DOC in 1987.</i></p>
Allocation Maps (if applicable)	<p>Allocated to The Department of Conservation reference D*H39*27*CO.</p> <p><i>This is a Category 8 allocation (Crown Land subject to Sections 66A, 67,68 and 165 Land Act 1948 and unalienated Crown Land not previously accounted for), approved in accordance with the Special Ministerial Coordinating Committee's decision of 25 March 1987.</i></p> <p>The other allocation maps have been searched and no duplications have been found.</p>
VNZ Ref - if known	Not known
Crown Grant Maps	Searched. Not applicable.

**LAND STATUS REPORT for Killermont Tenure Review**

LIPS Ref No Ref

Property 3 of 5 Section 4, Block 11, Ahuriri Survey District

If Subject land Marginal Strip:

a) Type [Sec 24(9) or Sec 58]

a) Not applicable.

b) Date Created

b) Not applicable.

c) Plan Reference

c) Not applicable.

**Research – continued**

If Crown land – Check Irrigation Maps.

Searched. Not applicable.

Mining Maps

Searched. No lodged mining applications recorded

If Road

a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989

a) SO Plan Not applicable.

b) By Proc

b) Proc Plan Not applicable.

c) Gazette Ref Not applicable.

Other Relevant Information

a) Concessions – Advice from DOC or Knight Frank.

a) Not applicable.

b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998

b) Is relevant land subject to 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 1848 Kemp Purchase.

d) Other Info

d) Not applicable.



"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

# Q.V. VALUATIONS, CHRISTCHURCH

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

Project Number QVV 60


This report has been prepared on the instruction of Land Information New Zealand in terms of **Contract No: 50241** dated **6 November 2000** and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

<b>LAND STATUS REPORT for Killermont Tenure</b>	LIPS Ref 14113
<b>Review</b>	
<b>Property</b> 4 of 5	<b>Water Races</b>

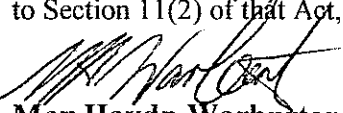
<b>Land District</b>	Otago.
<b>Legal Description</b>	Water races intersecting Run 674 situated in Block III, Ahuriri Survey District.
<b>Area</b>	15.4539 hectares.
<b>Status</b>	Crown Land under the Land Act 1948.
<b>Instrument of title / lease</b>	No registration.
<b>Encumbrances</b>	Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998, (is relevant land).
<b>Mineral Ownership</b>	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 Purchase.
<b>Statute</b>	Land Act 1948.

<b>Data Correct as at</b>	2 March 2001.
<b>[Certification Attached]</b>	Yes.

<b>Prepared by John Kirk subcontractor</b>	
<b>Crown Accredited Supplier</b>	<b>Opus International Consultants Ltd, Dunedin</b>

<b>Confirmed by Don McGregor for and on behalf of Quotable Value New Zealand.</b>	
<b>Crown Accredited Supplier</b>	<b>McGregor Property Services Limited</b>

**Certification**  
Pursuant to Section 11(1)(l) 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.

  
**Max Haydn Warburton**  
Chief Surveyor  
Land Information New Zealand, Dunedin.

23/3/2001

**LAND STATUS REPORT for Killermont Tenure Review**

LIPS Ref 14113

Property 4 of 3  
Water Rates  
"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

**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.**

The land is subject to a Licence to Occupy issued in terms of Section 68 of the Land Act 1948.

**Research Data:** *Some Items may be not applicable*

SDI Print Obtained	Yes.
NZMS 261 Ref	H39.
Local Authority	Waitaki District Council.
Crown Acquisition Map	Kemp Purchase.
SO Plan	<b>SO 2072-</b> Plan of Run 674 Omarama Runs situated in Block III, Ahuriri Survey District. (February 1937).  <b>SO 3006-</b> Plan of Water Race through Section 1, Block III, Ahuriri Survey District (August 1925).
Important Gazette Notices	Searched. Not applicable.
CT Ref / Lease Ref	No registration.
Plan Index	No reference. Shown on SO 3006 & 2072.
Legalisation Cards	Searched. No legalisation cards found.
CLR	Confirms the status as being Crown Land. Formerly contained in LG 361 for a term of 5 years from 1/1/1982.
Allocation Maps (if applicable)	LIPS maps- Records LIPS Ref 14113. No DOC and SOE allocations found.
VNZ Ref - if known	Not known.
Known Grant Maps	Not applicable.
If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58]	a) Not applicable.
b) Date Created	b) Not applicable.
c) Plan Reference	c) Not applicable.

**Research – continued**

If Crown land – Check Irrigation Maps.	Searched. Not applicable.
Mining Maps	Searched. No lodged mining applications recorded.
<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>a) SO Plan Not applicable.</p> <p>b) Proc Plan Not applicable.</p> <p>c) Gazette Ref Not applicable.</p>
<p>Other Relevant Information</p> <p>a) Concessions – Advice from DOC or Knight Frank.</p> <p>Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>c) Mineral Ownership</p> <p>d) Other Info</p>	<p>a) Not applicable</p> <p>b) Is relevant land in terms of Part 9 of the Ngai Tahu Claims Settlement Act 1998.</p> <p>c) <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 Purchase.</p> <p>d) The LINZ property management record shows this Water Race is operational.</p>

**PROPERTY 5 OF 5  
LAND STATUS REPORT**

# Q.V. VALUATIONS, CHRISTCHURCH

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

Project Number QVV 60


This report has been prepared on the instruction of Land Information New Zealand in terms of **Contract No: 50241** dated **6 November 2000** and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

<b>LAND STATUS REPORT for Killermont Tenure Review</b>	LIPS Ref: No Ref
Property 5 of 5	Water Race

Land District	Otago.
Legal Description	Water race intersecting Run 674 situated in Block III, Ahuriri Survey District.
Area	3339 m2.
Status	Crown Land under the Land Act 1948.
Instrument of title / lease	No registration.
Encumbrances	Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998.
Mineral Ownership	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 Purchase.
Statute	Land Act 1948.

Data Correct as at	2 March 2001
[Certification Attached]	Yes.

Prepared by John Kirk subcontractor	
Crown Accredited Supplier	Opus International Consultants Ltd, Dunedin

Confirmed by Don McGregor for and on behalf of Quotable Value New Zealand.	
Crown Accredited Supplier	McGregor Property Services Limited

### Certification

Pursuant to Section 11(1)(l) 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.

  
Max Haydn Warburton  
Chief Surveyor  
Land Information New Zealand, Dunedin.

23/3/2001

**Notes:** This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6 paragraph 6.

Not applicable.



**Research Data:** *Some Items may be not applicable*

SDI Print Obtained	Yes.
NZMS 261 Ref	H39.
Local Authority	Waitaki District Council.
Crown Acquisition Map	Kemp Purchase.
SO Plan	<b>SO 2072</b> - Plan of Run 674 Omarama Runs situated in Block III, Ahuriri Survey District. (February 1937).
Relevant Gazette Notices	Searched. No relevant Gazettes notice found.
CT Ref / Lease Ref	No registration.
Plan Index	No reference. Shown on SO 2072.
Legalisation Cards	Searched.No legalisation cards found
CLR	Searched. No reference.
Allocation Maps (if applicable)	LIPS maps, DOC & SOE allocation plans searched - nothing found.
VNZ Ref - if known	Not known.
Crown Grant Maps	Not applicable.
If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58]  Date Created  c) Plan Reference	a) Not applicable.  b) Not applicable.  c) Not applicable.

**LAND STATUS REPORT for Killermont Tenure Review**

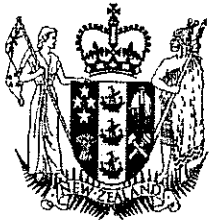
LIPS Ref no ref

PROPERTY BASED ON "THE OFFICIAL INFORMATION ACT"

**Research – continued**

If Crown land – Check Irrigation Maps.	Searched. Not applicable.
Mining Maps	Searched. No lodged mining applications recorded.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc	a) SO Plan Not applicable. b) Proc Plan Not applicable. c) Gazette Ref Not applicable.
Other Relevant Information a) Concessions – Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership d) Other Info	a) Not applicable. b) Is relevant land in terms of Part 9 of the Ngai Tahu Claims Settlement Act 1998. c) <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 Purchase. d) Not applicable.

## **APPENDIX 1**



# COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



## Historical Search Copy

  
R.W. Muir  
Registrar-General  
of Land

**Identifier** OT386/146  
**Land Registration District** Otago  
**Date Registered** 09 June 1960 14:42

**Prior References**  
OT259/179 OT337/159

<b>Type</b>	Lease under s83 Land Act 1948		
<b>Area</b>	4825.0669 hectares more or less	<b>Term</b>	33 years commencing on first day of July one thousand nine hundred and fifty-eight and renewed for a further period of 33 years commencing on 1.7.1991

**Legal Description** Section 3 Block V Ahuriri Survey District,  
Run 201B and Run 674

**Original Proprietors**  
Killermont Run Limited

**Interests**

- 265173 Certificate of Alteration varying the covenant conditions and restrictions of the within lease - 30.4.1965 at 12.50 pm
- 429789 Statutory Land Charge pursuant to the Statutory Land Charges Registration Act 1928 (Rural Housing) - 18.9.1974 at 1.36 pm
- 517873.2 Mortgage to The National Bank of New Zealand Limited - 19.6.1979 at 2.06 pm
- 875577 Variation of Mortgage - 13.2.1995 at 9.47 am
- 910685 Renewal of Lease for a further period of 33 years comencing on 1.7. 1991 and fixing (for the first 11 years) the annual rental at \$3,000.00 calculated on a rental value of \$200,000.00 - 25.6.1996 at 2.31 pm

Department of the LAND REGISTRY OFFICE  
but not under the LAND TRANSFER ACT.

NEW ZEALAND

LAND DISTRICT

LAND & REVENUE  
9 JUN 1958  
Registered in the Register Book, Vol. 386 fol. 145  
day of June  
1958  
Land Registrar

Issued as a Renewal of (or in Exchange for) Lease  
Former Reference  
Registered in Vol. 255 fol. 179  
337 159

Pastoral Lease of Pastoral Land under the Land Act, 1948  
No. P. 207

Image Quality due  
to Condition  
of Original

This Deed, made the first day of March one thousand nine hundred and fifty-eight  
between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and  
BERNARD ROSEL THOMAS of the other part, in the Dominion of New Zealand,

For Diagram

See Other Sheet

of Section 3, Block V, Akauriri Survey District, Runs 201B and 27A, Akauriri and Manukau Survey Districts (hereinafter referred to as "the said land"), as the same are 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-eight together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-eight.

Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Otago the clear annual rent of Two hundred and twenty pounds (£220) 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 hereinafter 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 thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1908, 1953.
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, 1928, 1955.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1908, 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 think 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 guano, 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 Lessor shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

- 386/146
- (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,
    - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
    - (ii) Chop rock areas of the said land as is sufficient for the use of himself and family and his employees;
    - (iii) Plough and sow in grass any portion of the said land;
    - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
    - (v) Surface sow in grass any portion of the said land;
 Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grasses to the satisfaction of the Commissioner.
  - (6) THAT the Lessee shall exercise due care in working the said land and shall not overstock and for the purpose of this clause the Lessee is deemed to have agreed between the Land Settlement Board and the Lessee that the maximum number of sheep to be depastured on the said land during the term of this lease, without the prior consent of the Commissioner, shall be as follows:
    - (a) In the event of one acre of sheep and one and a half acres of grazing area.
  - (7) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water tax, or other payments due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 146 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
  - (8) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.
- See below for (c), (1) and (5)

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE  
F11

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

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

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

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

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

[Signature]  
Deputy Commissioner of Crown Lands

[Signature]  
Lessee

- (c) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 2750 inclusive of 1755 ewes (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafore reserved) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.
- (1) THAT there is reserved from this lease the areas occupied by water races as shown on the plan drawn hereon, and the Commissioner of Crown Lands for the Clago Land District or any person authorized by him shall at all times be entitled to enter on the areas so reserved for the purpose of carrying out repairs to the races or any other works deemed necessary.
- (2) THAT the Lessee will grant in favour of Borwen Run Limited an easement for registration on this Lease to allow the Company to shift stock between Run 556 Ahuriri Survey District and Run 287A Ahuriri, Hauhau and Gairurvey Districts so long as the said Company holds and works both Runs together. Payment of all costs in respect of the easement and registration thereof shall be the responsibility of the Company.

[Signature]  
Deputy Commissioner of Crown Lands

[Signature]  
Lessee

225578 Electricity Agreement pursuant to section 3 of the Electricity Amendment Act 1948 provided with effect from 1.1.1948

Variation of Mortgage 340909 - 22.1.1970 at 11.7 am

225173 Sanctions of 20th Dec 1965 and variations of the within lease - 30.1.1965

Variation of Mortgage 340909 - 20.1.1972 at 11.47 am

225174 Transfer to Settlements Ltd dated 30.1.1965

381670 Mortgage to State Advances Corporation of New Zealand - 9.2.1972 at 12.40 pm

30985 Mortgage to the State Advances Corporation of New Zealand - 20.12.1966 at 9.57 am

340909 Mortgage to the State Advances Corporation of New Zealand - 20.8.1969 at 11.25 am

429789 Statutory Land Charge to The Statutory Land Charges Act 1928 (Rural Housing) - 18.9.1974 at 1.30 pm

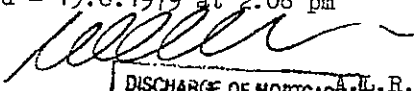
DISCHARGED

21 DEC 1989

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952

[Signature] A.L.R.

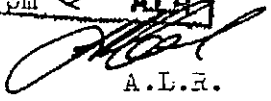
"RELEASED UNDER THE OFFICIAL INFORMATION ACT"  
521017/2 Mortgage to The National Bank of New Zealand Limited - 19.6.1979 at 2.06 pm



DISCHARGE OF MORTGAGE - L.R.

521017 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 14.8.1979 at 1.42 pm

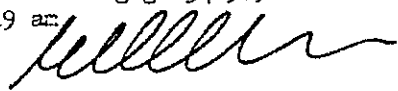
2 AUG 1979  
ALB

  
A.L.R.

526116/1 Certificate vesting Mortgage 340909 in the Rural Banking and Finance Corporation of New Zealand - 14.11.1979 at 10.19 am

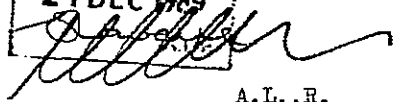
  
A.L.R.

526116/2 Variation of Mortgage 340909 - 14.11.1979 at 10.19 am



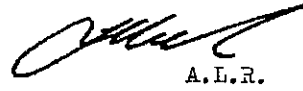
A.L.R.

526116/3 Mortgage to Rural Banking and Finance Corporation of New Zealand - 14.11.1979 at 10.20 am

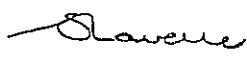
21 DEC 1979  


A.L.,R.

581785 Variation of Mortgage 340909 - 27.8.1982 at 1.35 pm

  
A.L.R.

745405/1 Certificate vesting Mortgage 381670 in the Rural Banking and Finance Corporation of New Zealand - 21.12.1989 at 10.45am




A.L.R

875577 Variation of Mortgage 517873/2 - 13.2.1995 at 9.47am



A.L.R.

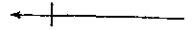
910685 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1.7.1991 and fixing (for the first 11 years) the annual rental at \$3,000.00 calculated on a rental value of \$200,000.00 - 25.6.1996 at 2.31pm



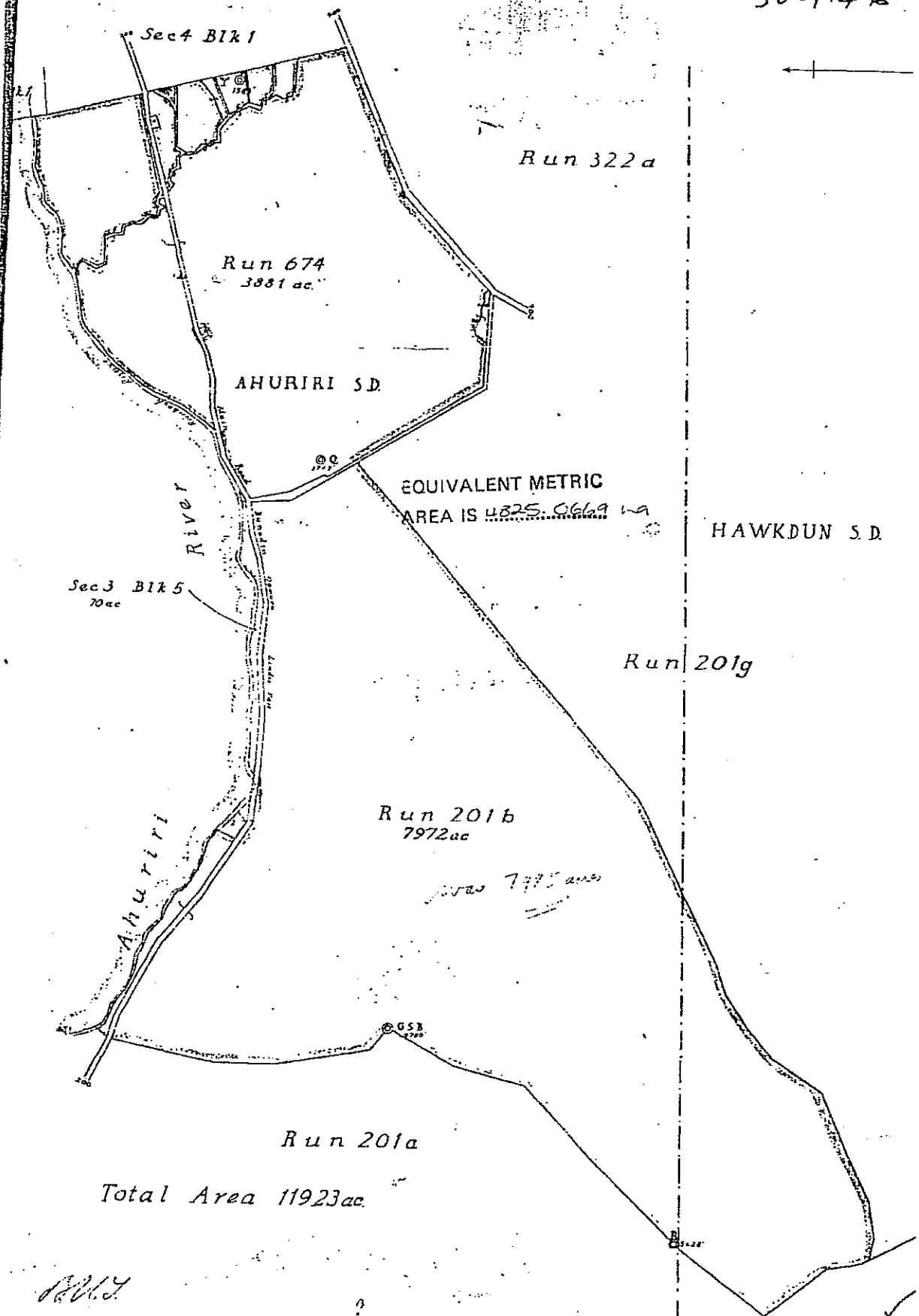
A.L.R.

Ahuriri & Hawkdun S.D's

386/146



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... agreement



Total Area 11923ac

*Handwritten signature*

Scale: 40 chains to an inch





## **APPENDIX 2**

221

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"



**Our Ref: Po207**

27 April 1995

The Commissioner of Crown Lands  
Office of Crown Lands  
Department of Survey & Land Information  
CPO Box 170  
**WELLINGTON**

Dear Sir

Copy for your information. This Covenant is now well prepared and has taken account of the concerns raised in my earlier letter.

Please advise if you require further comments.

Yours faithfully

K R Taylor  
Manager, Alexandra  
**LANDCORP PROPERTY LIMITED**

ALEXANDRA OFFICE  
41-43 TARBERT STREET  
PO BOX 27  
ALEXANDRA, NZ  
DX 17726  
PHONE 0-3-448 6935  
FAX 0-3-448 9099



**Our Ref: Po207**  
**Your Ref: 5/12/35**

27 April 1995

The Estate Manager  
Queen Elizabeth II National Trust  
P O Box 3341  
**WELLINGTON**

Dear Sir

**RE: OPEN SPACE COVENANT - KILLERMONT PASTORAL LEASE**

Thank you for your letter of 31 March 1995 enclosing an updated draft Management Statement for the Frosty Gully Open Space Covenant on Killermont Station.

I wish to compliment your Trust on the proposal outlined in this document. I have reported to the Commissioner of Crown Lands on this proposal and you should seek his consent to the Covenant in due course.

Thank you again for the opportunity to comment.

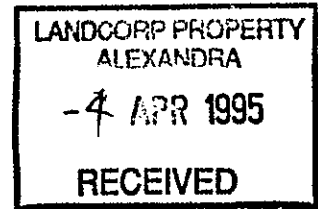
Yours faithfully

K R Taylor  
Manager, Alexandra  
**LANDCORP PROPERTY LIMITED**

ALEXANDRA OFFICE  
41-43 TARBERT STREET  
PO BOX 27  
ALEXANDRA, NZ  
DX 17726  
PHONE 0-3-448 6935  
FAX 0-3-448 9099



Queen Elizabeth II  
**National Trust**  
For open space in New Zealand



*Nga Kairauhi Papa*

31 March 1995

Our Ref: 5/12/35

Manager  
Landcorp Property Limited  
P O Box 27  
ALEXANDRA


Dear Sir

**OPEN SPACE COVENANT: KILLERMONT PASTORAL LEASE**

I refer to previous correspondence regarding the proposed open space covenant to protect the Frosty Gully Forest Remnant on Killermont Station.

The draft management statement to be associated with the covenant agreement has now been released to interested groups for comment. A copy of the draft as released is enclosed for your information. Interested groups have until 15 June 1995 to provide comment.

Yours faithfully

  
John Bishop  
Estate Manager

Encl.

**FROSTY GULLY  
OPEN SPACE COVENANT  
MANAGEMENT PLAN**

FILE 5/12/35

Draft MARCH 1995

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PART A: INTRODUCTION

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1. PREFACE

- 1.1 There are few protected areas of Halls Totara and Celery Pine in the southern sector of the Mackenzie Basin. An ecologically important stand on Killermont Station is protected under an open space covenant with the Queen Elizabeth the Second National Trust.

2. QUEEN ELIZABETH II NATIONAL TRUST

- 2.1 The National Trust was established in 1977 and is an independent statutory organisation with the responsibility to provide, enhance and protect open space for the benefit and enjoyment of the people of New Zealand.
- 2.2 Open space is defined in Section 2 of the Queen Elizabeth the Second National Trust Act 1977 as:

"any area of land or body of water that serves to preserve or to facilitate the preservation of any landscape of aesthetic, cultural, recreational, scenic, scientific, or social interest or value."

- 2.3 The principal means by which the National Trust achieves its statutory mandate is by assisting landholders to protect landscape features on their land through the use of voluntarily negotiated open space covenants. The Trust is empowered to enter into covenant arrangements involving both private and Crown leasehold land. The relevant provision in the National Trust Act is Section 22(1) which states:

"22. Open space covenants-(1) Where the Board is satisfied that any private land, or land held under Crown lease, ought to be established or maintained as open space, and that such purpose can be achieved without the Trust acquiring the ownership of the land or, as the case may be, the lessee's interest in the land, the Board may treat and agree with the owner or lessee of the land for the execution by the owner or lessee in favour of the Trust of an open space covenant on such terms and conditions as the Board and the owner or lessee may agree"

- 2.4 Where Crown leasehold land, such as Killermont Station, is involved, Section 22 (3) states:

"(3) In the case of a Crown lease, the consent of the person or authority charged with the administration of the land shall be required to the execution of a covenant; and that person or authority may consent subject to the inclusion of any conditions in the open space covenant, and may agree to a reduction in rent if, having regard to the basis for fixing the rent, it appears fair and equitable to do so."

### 3. FROSTY GULLY OPEN SPACE COVENANT

- 3.1 An open space covenant is a legal agreement between the National Trust and a landholder to protect an area of open space or a specific landscape feature. The covenant is a legal contract, registered in perpetuity against the title, committing the present and any future landholder to manage the area in a specified way, with the National Trust as permanent trustee. The covenant agreement for the Frosty Gully forest remnant covers some 42 hectares of the Killermont Station pastoral leasehold title.
- 3.2 The existence of an open space covenant covering part or all of a title does not eliminate opportunities for the negotiation of more specific protection of particular values or features such as by purchase for formal reserve purposes, or even more restrictive covenants. Nor does the existence of the open space covenant foreclose options available to either the Crown (as Lessor) or the landholder (as Lessee) to negotiate a change in tenure over all or specific portions of the property. Any such negotiations may result in the freeholding of all or part of the property with the continued existence of the covenant in its present or a modified form.
- 3.3 It should be noted that day-to-day management of all National Trust covenants is the practical and financial responsibility of the covenantor. In this case, such responsibilities will rest with the landholder, Killermont Run Limited, with oversight by the Trust. Depending on the outcome of monitoring as provided for in Section 21 of this management statement, management responsibility may need to be renegotiated between the landholder and the Trust.
- 3.4 As Killermont Station is a Crown pastoral lease, the consent of the Lessor (the Commissioner of Crown Lands) is required before the open space covenant is executed. In effect, this means the covenant, and its associated management statement, is a tripartite agreement between the landholder, the Crown (represented by the Commissioner of Crown Lands) and the National Trust.
- 3.5 The National Trust recognises there is considerable public interest in Crown pastoral leasehold land and the open space values potentially inherent therein. Therefore, the Trust formulated a draft policy with associated procedures for assessing covenant proposals on Crown pastoral leasehold land. The Frosty Gully covenant proposal and



this management statement have been processed in accordance with the draft policy and procedures.

#### 4. ORIGIN OF COVENANT PROPOSAL

- 4.1 Interest in protecting the forest remnant was indicated to the landholder by the scientific community in early 1984 at the time the Protected Natural Area Programme survey of the Mackenzie Ecological Region was carried out. In July 1990, the landholders approached the National Trust seeking to secure protection of the remnant by way of an open space covenant. The Trust approved the offer of a covenant in May 1991 on the basis that a management statement would be prepared and be an integral part of the negotiated agreement.

#### 5. COVENANT OBJECTIVES

- 5.1 The broad objectives of the covenant, in accordance with the First Schedule of the open space covenant agreement, are:
- a) To protect and maintain the open space values of the land
  - b) To protect and maintain the native forest and associated shrublands and tussock grassland.
  - c) To protect native flora and fauna on the land.
- 5.2 This management statement describes the natural resource values of the covenant area, identifies specific management issues and outlines policies agreed between the landholder and the National Trust for their future management. The management statement will be subject to review at periods no greater than five years.
- 5.3 The management statement is an integral component of the open space covenant agreement and, as such, amplifies the objectives incorporated in the covenant document. Like the covenant itself, the management statement is a tripartite agreement and accordingly any of the three parties involved, the landholder, the National Trust and/or the Commissioner of Crown Lands, may request a review of the whole or any specific part of it at any time.

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PART B: DESCRIPTIVE

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6. LOCATION

- 6.1 Killermont Station is located to the west of Manuka Creek, 14km west of Omarama. Access to the Killermont homestead is via State Highway 8, 2km east of the Ahuriri Valley turn off. The property extends from the Ahuriri Valley turn off. The property extends from the Ahuriri River to high altitude tussock grasslands on the Wether and Dunstan Ranges.

7. LEGAL DESCRIPTION

- 7.1 The legal description of the covenant area is:

Part Run 201B, Ahuriri Survey District, being part of the land contained in Certificate of Title Volume 386 folio 146 (Otago Land Registry) and having an area of 42 hectares approximately.

8. TENURE

- 8.1 The land is Crown land leased by way of a pastoral lease of pastoral land issued under the Land Act 1948. The lease is held by Killermont Run Limited, and was issued for a term of 33 years from 1 July 1958 with perpetual rights of renewal for further terms of 33 years duration.
- 8.2 Pastoral leases do not contain a right to acquire the fee simple (ie. to freehold). These leases have both a contractual and a statutory basis. A lease constitutes a contractual agreement between the Crown as lessor and the lessee. Pastoral lease contracts specify the Land Act 1948 as the "operative statutory authority" for defining lessor and lessee rights and privileges. The conditions of the lease are written into the Land Act 1948.
- 8.3 Pastoral leases are administered by the Commissioner of Crown Lands (the Lessor).
- 8.4 The LSB High Country Policy notes that the purpose of pastoral leases -

"is to give the runholder security of tenure; to encourage good husbandry on lands which have climatic and soil limitations; and to encourage the realisation of the grazing potential of the land. Pastoral leases give right of pasturage but no right to the soil, and they include conditions fixing the maximum numbers and classes of stock carried, restrictions on soil disturbance (eg tracking) and cultivation. These

restrictions aim at maintaining the vegetative cover in a healthy and vigorous state."

## 9. MACKENZIE ECOLOGICAL REGION

- 9.1 The covenanted portion of Killermont Station lies within the Ahuriri Ecological District of the Mackenzie Ecological Region. The 1984 report on the Protected Natural Area Programme survey of the Mackenzie Ecological Region notes that the Region covers approximately 500,000 ha of the central South Island of New Zealand. It consists of a large intermontane basin bounded by dissected block mountains, and glaciated alpine areas.
- 9.2 The climate in the Mackenzie Region, which has features of a sub-continental climate, in contrast with the temperate oceanic climate of New Zealand as a whole, varies markedly. The major influence on precipitation is the distance from the Main divide. Mean annual rainfalls vary from 500 mm in the semi-arid areas of the Benmore, Omarama, Pukaki and Grampian districts, to in excess of 5000 mm in the northwestern alpine zone of the Ahuriri and Ben Ohau Districts.
- 9.3 Within the Mackenzie Region, the relief ranges from fan, moraines and outwash terraces at about 500 metres, to glaciated mountains at more than 2000 metres on the north and west, and dissected block mountains of about 2000 metres on the south and east.

## 10. GEOLOGY

- 10.1 The geology of the locality of the covenanted area features Triassic, moderately-indurated greywackes and argillites. There is Late Quarternary faulting evident in the locality with water sculpture of lower slopes.

## 11. SOILS

- 11.1 The soils are Cass and Kaikoura hygrous yellow-brown earths with low-fertility and acidic Alpine soils at higher altitudes with much bare rock and scree.

## 12. VEGETATION AND FLORA

- 12.1 Frosty Gully is a well-stocked stand of mountain totara (*Podocarpus hallii*) associated with celery pine or mountain toatoa (*Phyllocladus alpinus*) on an ancient boulderfield which grades into fescue tussock grassland of high diversity.
- 12.2 (More detailed descriptive information required: to be obtained on receipt of vegetation card 470 from PNA Report.)

13. FAUNA

- 13.1 Native birds currently noted in the area include rifleman, waxeye, NZ Falcon, fantail and tomtit. The introduced blackbird, starling, thrush, sparrow, chaffinch, yellowhammer, skylark, spur-winged plover, green finch, parakeet, sparrowhawk, pipits and magpie are also seen.
- 13.2 Rabbits remain a problem in the district, but are not having any noticeable detrimental impact on the covenant. Possum, ferret, stoat and wild cats may also be present.

14. PASTORAL FARMING PRACTICES

- 14.1 Under the terms of the pastoral lease, there is an obligation on the lessee (Killermont Run Limited) that throughout the term of the lease the land will be farmed "diligently and in a husbandlike manner according to the rules of good husbandry without waste being committed". The land is also to be kept free from wild animals, rabbits, and other vermin, and the provisions of the Agricultural Pests Destruction Act 1967 and the Biosecurity Act 1993 observed, and "all creeks, drains, ditches and watercourses upon the land" are to be kept open and clear from weeds.
- 14.2 In terms of the Land Act 1948, an overall stock limit (applied to numbers and classes of stock) is fixed at the granting of each pastoral lease. The stock limit is aimed at ensuring retention of adequate vegetative cover to safeguard the stability of the land and the minimising of erosion. Increases may be negotiated but the Lessor (Commissioner of Crown Lands) has no right to reduce the base limit. Personal stock limits may be granted specific to an individual lessee. A personal stock limit can be reviewed at any time, or in the event of deterioration in the vegetative cover of the land. When the pastoral lease was issued in 1958, the base stock limitation for the property was 2750 sheep.

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PART C: MANAGEMENT ISSUES AND POLICIES

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15. OPEN SPACE VALUES

15.1 The Frosty Gully forest remnant is a significant area of open space because it is:

- \* An outstanding natural landscape feature
- \* One of the most important mountain totara/mountain toatoa forest remnants in the area.
- \* A scientific and educational resource.

15.2 The National Trust believes the covenant area can be managed in a manner that will protect, maintain and enhance these open space values, in perpetuity.

15.3 Policy - The Frosty Gully forest remnant will be managed to maintain it in its natural state.

16. LANDSCAPE

16.1 The landscape at Killermont, as with the surrounding district, has been shaped through the interaction of natural and human factors over time. In broad terms, the objectives of the covenant are intended to prevent adverse changes. It is acknowledged, however, that the dynamic processes of change will continue to influence the landscape and the ecology of the communities present and protected by the covenant.

16.2 Policy - In order to achieve protection of the landscape values, the National Trust will

- (i) monitor change resulting from natural processes and pastoral farming practices as they may impact on the covenant area;
- (ii) ensure potential conflict between management practices and natural processes are assessed, and
- (iii) require changed management strategies when and where necessary.

17. VEGETATION

17.1 The vegetation present represents a very important biological remnant, therefore all vegetation, except weeds and unwanted plants, will be protected and natural regeneration encouraged.

17.2 Management policies to be followed are:-

- a) There will be no clearing or burning.
- b) There will be no planting of exotic trees or block forestry.
- c) The protected forest will be securely fenced and monitoring of vegetation change undertaken to provide a comparison with any variation in the condition of like vegetation outside the protected fenced area.

- 17.3 Policy -
- i) Protection of the natural character of the forest remnant and its environs and the enhancement of natural regeneration will be a focus of management.
  - ii) Changes in management emphasis will occur if monitoring indicates it is necessary.

18. WEEDS

18.1 Unwanted exotic weeds, including hawkweeds and briar, are present in the covenant area and its immediate surrounds.

18.2 Biological methods of control will be favoured in preference to cutting, burning or spraying with chemicals, should weed control be necessary.

18.3 Policy - All unwanted weeds will be controlled or eradicated where necessary and practical.

19. FENCING

19.1 The covenant area will be fenced along practical topographical lines.

19.2 Policy - Fencing of the covenant area will be undertaken and fence lines maintained.

20. FAUNA

- 20.1 Possums and other pests present a potential threat to the regeneration of indigenous vegetation and birdlife.
- 20.2 Policy - Possum numbers and the impact of other pests will be monitored, and if necessary, control measures will be undertaken.

21. MONITORING AND RESEARCH

- 21.1 In order to ensure the objectives of the covenant are being achieved, it is desirable for the area to be monitored to confirm or otherwise the appropriateness of management policies provided for in this management statement.
- 21.2 The key participants in the covenant monitoring process will be the landholder and the National Trust. The Commissioner of Crown Lands will also be consulted.
- 21.3 Monitoring will commence as soon as practical after signing of the covenant agreement and then as required by the landholder and the Trust. It will involve whatever methods are appropriate, such as the establishment of transects and photo recording points.
- 21.4 Policy - A monitoring process relating to the aims of the open space covenant will be established and implemented with monitoring being undertaken by the Trust in consultation with the landholder and other appropriate expertise.

22. ENTRY AND PUBLIC ACCESS

- 22.1 A standard condition in all National Trust covenants reflects Section 33 of the Queen Elizabeth the Second National Trust Act 1977 which indicates that subject to conditions negotiated for a specific covenant "the public shall have freedom of entry and access to all Trust land and to all land subject to an open space covenant". The covenant agreement provides in Clause 9 that subject to any conditions mutually agreed between the National Trust and the landowner, members of the public shall have access to the land with the prior permission of the landowner.
- 22.2 Public access to this protected area of special ecological value will be restricted to pedestrians only, as the features may be susceptible to damage from vehicles.
- 22.3 If adverse impacts due to public access become apparent as a result of monitoring of the covenant by the National Trust, then it may be necessary for the landholder after consultation with the Trust, to impose constraints to public access.

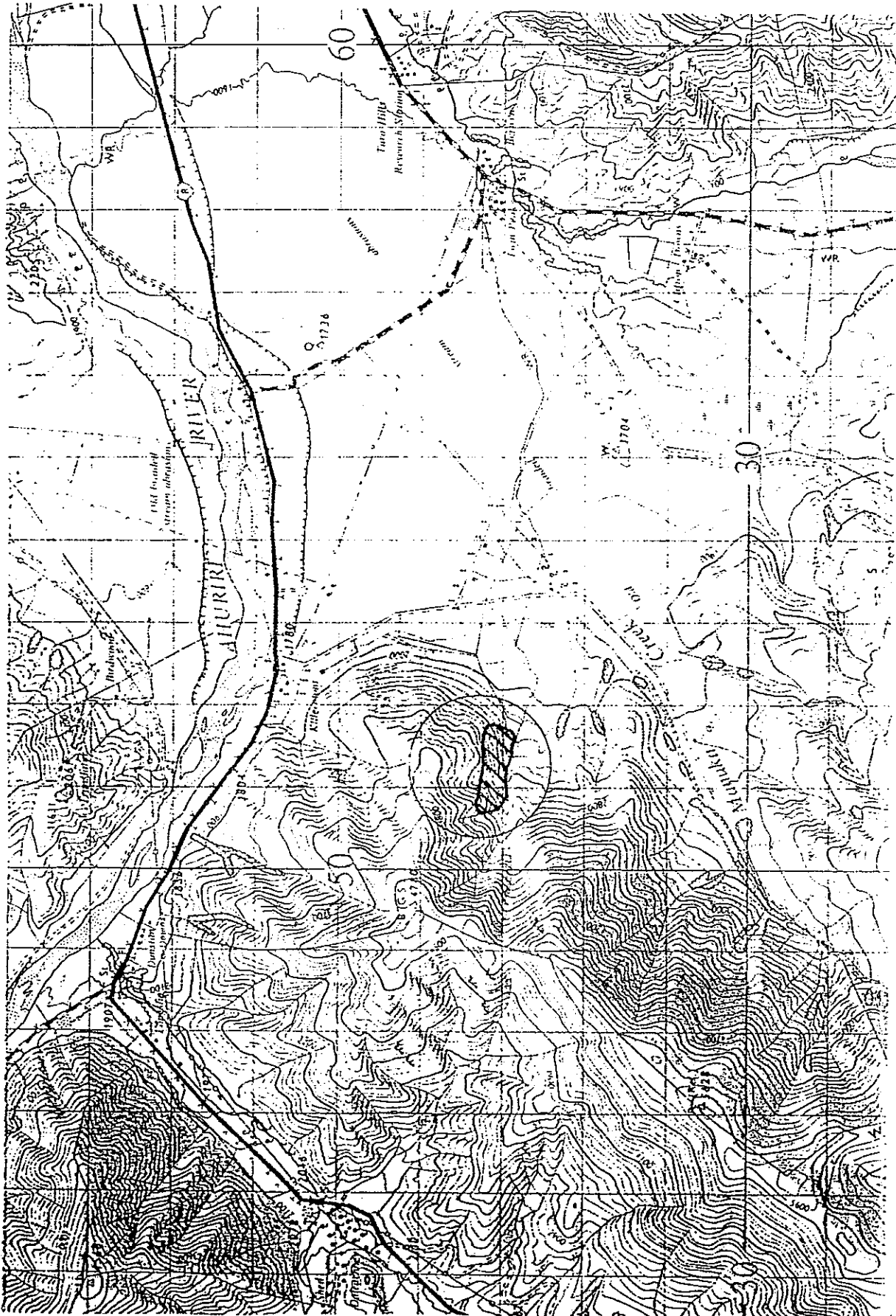
- 22.4 **Policy -** Access to the covenant area may be permitted, with the prior approval of the landowner.

23. FIRE

- 23.1 The natural, scenic and habitat value of the covenant area can be threatened by the risk of fire. Wild fires could cause substantial damage. Therefore every endeavour will be made to prevent fire damage to native vegetation by carefully monitoring the risk and, if necessary, imposing controls on access to ensure protection of the area during high risk periods.
- 23.2 **Policy -** A strict fire ban will be enforced during dry periods and public access may be restricted during high risk periods.



APPENDIX I: LOCATION MAP



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APPENDIX II: COVENANT PLAN

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NOT YET PREPARED

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APPENDIX III: REFERENCES

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Land Act 1948, Statutes of New Zealand, Government Printing Office

Land Settlement Board High Country Policy 1984, Department of Lands and Survey.

Mountain Land Landscape Policy Guidelines, Review 49, August 1992, New Zealand Mountain Lands Institute, Lincoln University.

Protected Natural Areas Programme, Survey Report of Mackenzie Ecological Region, 1984, Department of Lands and Survey.

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**APPENDIX IV: OPEN SPACE COVENANT AGREEMENT**

---

*(Pursuant to Section 22 of the Queen Elizabeth the Second National Trust Act 1977)*  
WHEREAS KILLERMONT RUN LIMITED

(hereinafter called "the Covenantor") is registered as proprietor of an estate as set out in the Schedule of land hereto (hereinafter called "the land")

AND WHEREAS the QUEEN ELIZABETH THE SECOND NATIONAL TRUST established by the Queen Elizabeth the Second National Trust Act 1977 (hereinafter called "the Trust") is authorised by that Act to obtain open space covenants over any private land or any land under Crown Lease

AND WHEREAS the Covenantor has agreed to enter into an open space covenant with the Trust for the purpose set forth in the First Schedule hereto

NOW THEREFORE in consideration of the covenants and conditions hereinafter contained THESE PRESENTS WITNESS that in pursuance of the said agreement and by virtue of Section 22 of the Act the Covenantor and the Trust with the intent and so as to bind the land into whosoever hands the same may come MUTUALLY COVENANT at all times to observe and perform the respective duties and obligations imposed by the restrictions, stipulations and agreements contained in the Schedules hereto to the end and intent that the same shall bind the land in perpetuity or for the unexpired term thereof of the Covenantor's lease of the land and any renewal thereof as the case may be.

**FIRST SCHEDULE**

The Purpose of the within written open space covenant is to achieve the following open space objectives of the Covenantor and the Trust:

- a) To protect and maintain the open space values of the land.
- b) To protect and maintain the indigenous forest and associated shrublands and tussock grasslands.
- c) To protect native flora and fauna on the land.

SECOND SCHEDULE

Interpretations, restrictions, stipulations and agreements

1. In the Deed unless the context otherwise requires:-

"Act" means the Queen Elizabeth the Second National Trust Act 1977.

"Board" means the Board of Directors of the Queen Elizabeth the Second National Trust.

"Covenantor" means either

(a) the Lessee (Killermont Run Limited) who entered into this covenant with the Trust with the consent of the Lessor (the Commissioner of Crown Lands) or any subsequent Lessee, or

(b) the Owner being the person or persons who from time to time are registered as the proprietor(s) of "the land" having acquired fee simple in "the land".

"Trust Manager" means the person appointed under Section 18(1)(a) of the Act.

"Owner" means the person or persons who from time to time are registered as the proprietor(s) of "the land".

"the land" means the property or part thereof defined as subject to this covenant and as shown on the plan annexed to this Deed.

2. No act or thing shall be done or placed or permitted to be done or remain upon the land which in the opinion of the Board materially alters the actual appearance or condition of the land or is prejudicial to the land as an area of open space as defined in the Act.

In particular, on and in respect of the land, except with the prior written consent of the Board, or as outlined in the Third Schedule, or in accordance with the approved management statement associated with this Deed the Covenantor shall not:

- (a) Fell, remove, burn or take any native trees, shrubs or plants of any kind.
- (b) Plant, sow or scatter any trees, shrubs or plants or the seed of any trees, shrubs or plants other than local native flora, or introduce any substance injurious to plant life except in the control of noxious plants.
- (c) Mark, paint, deface, blast, move or remove any rock or stone or in any way disturb the ground.
- (d) Construct, erect or allow to be erected, any new buildings or make exterior alterations to existing buildings.
- (e) Erect, display or permit to be erected or displayed, any sign, notice, hoarding or advertising matter of any kind.
- (f) Carry out any exploration for, or mining or quarrying of any minerals, petroleum, or other substance or deposit.
- (g) Dump, pile or otherwise store any rubbish or other materials, except in the course of maintenance or approved construction, provided however that after the completion of any such work all rubbish and materials not wanted for the time being are removed and the land left in a clean and tidy condition.
- (h) Effect a subdivision as defined in the Resource Management Act 1991.
- (i) Allow cattle, sheep, horses, or other livestock to enter, graze, feed or otherwise be present provided, however, that they may graze up to any approved fenceline on the perimeter of land.

3. In considering any request by the Covenantor for an approval in terms of Clause 2 hereof, the Board will not unreasonably withhold its consent if it is satisfied that the

proposed work is in accordance with the aim and purpose of the covenant as contained in the First Schedule.

4. Except with the prior written consent of the Board, no action shall be taken or thing done, either on the land or elsewhere, which will in any way cause deterioration in the natural flow, supply, quantity, or quality of any river, stream, lake, pond, marsh, or any other water resource affecting the land.
5. The Covenantor shall notify the Trust of any advice received from any power authority, mining company, or other body or person of the intention to erect utility transmission lines or carry out any mining or quarrying on the land and shall not signify any concurrence in relation to the proposed work without the written permission of the Board.
6. (i) The Covenantor shall continue to comply with the provisions of the Agricultural Pest Destruction Act 1967 and the Biosecurity Act 1993 and all amendments thereto provided, however, that the Covenantor may request assistance from the Trust in carrying out the aforementioned responsibility.
6. (ii) That in keeping with the aims and purposes of this covenant the Covenantor shall continue to comply with the Wild Animal Control Act 1977 and shall take reasonable measures for the control of wild animals as defined in the Act.
7. The Covenantor shall keep all fences and gates on the boundary of the land in good order and condition and will accept responsibility for all minor repairs. Except as provided for in Clause 8 herein or in the Third Schedule hereto rebuilding or replacement of all such fences and gates will be the responsibility of the Covenantor.
8. The Trust shall repair and replace to its former condition any fence, gate or other improvement on the land which may have been damaged in the course of the Trust exercising any of the rights conferred by the covenant.
9. Subject to any conditions mutually agreed between the Trust and the Covenantor, members of the public shall have access to the land with the prior permission of the Covenantor.
10. The Covenantor may approve the use of firearms and traps by any person or persons for the eradication of noxious animals on the land.
11. The Trust, through its officers, agents or servants, may at all times enter upon the land for the purpose of viewing the state and condition thereof. In exercising this right, any officer, agent or servant of the Trust will notify the Covenantor in advance.
12. Any consent, approval, authorisation or notice to be given by the Trust shall be sufficient if given in writing signed by the Trust Manager and delivered or sent by ordinary post to the last known residential or official address of the Covenantor or to the solicitor acting on behalf of the Covenantor.
13. The Covenantor or the Trust may at any time during the term of this covenant, by mutual agreement, carry out any works, improvements or take any action either jointly or individually or vary the terms of this covenant to ensure the more appropriate preservation of the land as an open space in terms of the Act provided, however, such agreement is not contrary to the aim and purpose of this covenant.
14. The Trust may revoke this covenant if all the members of the Board are satisfied that by reason of any change in the character of the land or of any other circumstances which the Board may deem sufficiently material, this covenant ought to be deemed obsolete, or that the continued existence thereof would impede the reasonable use of the land without securing any practical benefit consistent with the purpose of the Act.

15. Nothing in these presents hereinbefore contained shall be deemed to render the Covenantor personally liable for any breach of these covenants and conditions committed after the Covenantor shall have ceased to be the registered proprietor of the land.
16. The Covenantor shall notify the Trust of any change of ownership or control of all or any part of the land, and shall supply the Trust with the name and address of the new owner or lessee.
17. If at any time prior to registration hereof by the District Land Registrar the Covenantor desires to sell or otherwise dispose of all or any part of the land such sale or disposition shall be made expressly subject to the restrictions, stipulations and agreements contained in the Second Schedule hereto.

### THIRD SCHEDULE

- a) To assist in achieving the aims and objectives of the covenant, a management statement will be prepared by the Covenantor and the Trust and reviewed from time to time, with a copy of that statement being held at the offices of the Trust.
- b) The management statement associated with this Deed shall be approved by the Board following receipt of agreement to it from the Covenantor and the Commissioner of Crown Lands.
- c) In preparing and reviewing the management statement, the Trust shall invite comment on a draft statement from the public and interested organisations, but will not be obliged to take account of any or all comments received.
- d) The Trust may and wherever practical provide the Covenantor from time to time, and at any time upon request by the Covenantor, such technical advice or assistance as may be necessary or desirable to assist in meeting the objectives set out in this Deed.
- e) If any question arises in the management of the land that is not clearly covered in the objectives or conditions of this Deed, then that question shall be resolved by the Trust after consultation with the Covenantor and if necessary the Commissioner of Crown Lands.



SCHEDULE OF LAND

Land Registry: OTAGO  
Estate: Pastoral Lease of Pastoral Land under the Land Act 1948

Area:

Lot & D.P. No. Part Run 201B, Ahuriri Survey District  
(other legal description)

Certificate(s) of Title: 386/146

IN WITNESS WHEREOF this memorandum has been executed  
this day of 19

The COMMON SEAL of  
KILLERMONT RUN LIMITED was hereto  
affixed in the presence of:

\_\_\_\_\_ Chairman

\_\_\_\_\_ Secretary

THE COMMON SEAL of the QUEEN  
ELIZABETH THE SECOND NATIONAL  
TRUST was hereto affixed in the  
presence of:

\_\_\_\_\_ Chairman

\_\_\_\_\_ Director

\_\_\_\_\_ Trust Manager

The COMMISSIONER of CROWN LANDS  
hereby consents to the execution of  
the within Open Space Covenant pursuant  
to Section 22(3) of the Queen Elizabeth  
the Second National Trust Act 1977.

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

OPEN SPACE COVENANT

Pursuant to Section 22 of  
the Queen Elizabeth the  
Second National Trust  
Act 1977.

Correct for the  
purposes of the Land  
Transfer Act.

KILLERMONT RUN LIMITED

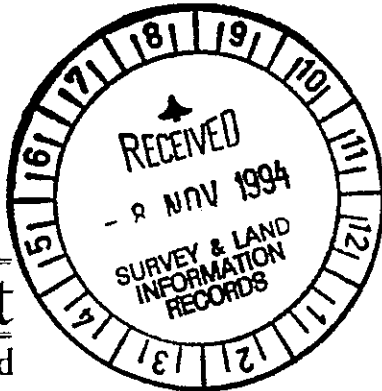
Covenantor

Trust Manager  
being a person authorised  
by the Trust to certify on  
its behalf.

AND

THE QUEEN ELIZABETH THE  
SECOND NATIONAL TRUST

5200-05



Queen Elizabeth II  
**National Trust**  
For open space in New Zealand

7 November 1994

*Nga Kairauhi Papa*

Our Ref: 5/1/15

Commissioner of Crown Lands  
Office of Crown Lands  
P O Box 170  
**WELLINGTON**

Dear Sir

**OPEN SPACE COVENANTS AND CROWN PASTORAL LEASES**

I refer to my letter of 29 August 1994.

*Killermont*

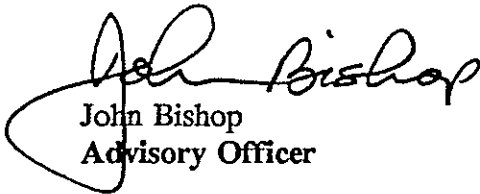
The Trust is currently in negotiations with the lessees of the Dunstan Downs and ~~the properties~~ Crown pastoral leases in respect to finalising draft management statements for proposed open space covenants over part of these properties. I forward herewith a copy of the preliminary draft of these statements for your information.

It is now proposed that public comment be invited on the draft management statements for covenants on Glentanner, Dunstan Downs, Dingleburn, Killermont and Quailburn at the end of November. The period available for comment will expire in early February 1995.

If you have any comment on any of these proposals at this stage, please advise.

Yours sincerely

*David*

  
John Bishop  
Advisory Officer

*The proposals look OK in principle. Do we need to refer them to HC for a look?*

*[Handwritten initials]*

Encl.

## **APPENDIX 3**