

## **Crown Pastoral Land Tenure Review**

**Lease name : LONG GULLY**

**Lease number : PO 055**

### **Due Diligence Report (including Status Report) - Part 4**

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

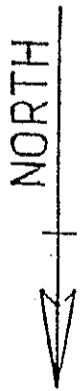
Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness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

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

**June**

**05**

ULUIN A TARRAS SU



SH8A

BLOCK VII TARRAS SD

SEC 7  
MW YOUNG

SEC 10  
MW YOUNG

SEC 14  
MW YOUNG

NW000 969

LAKE BOUNDARY

MINING RESERVE

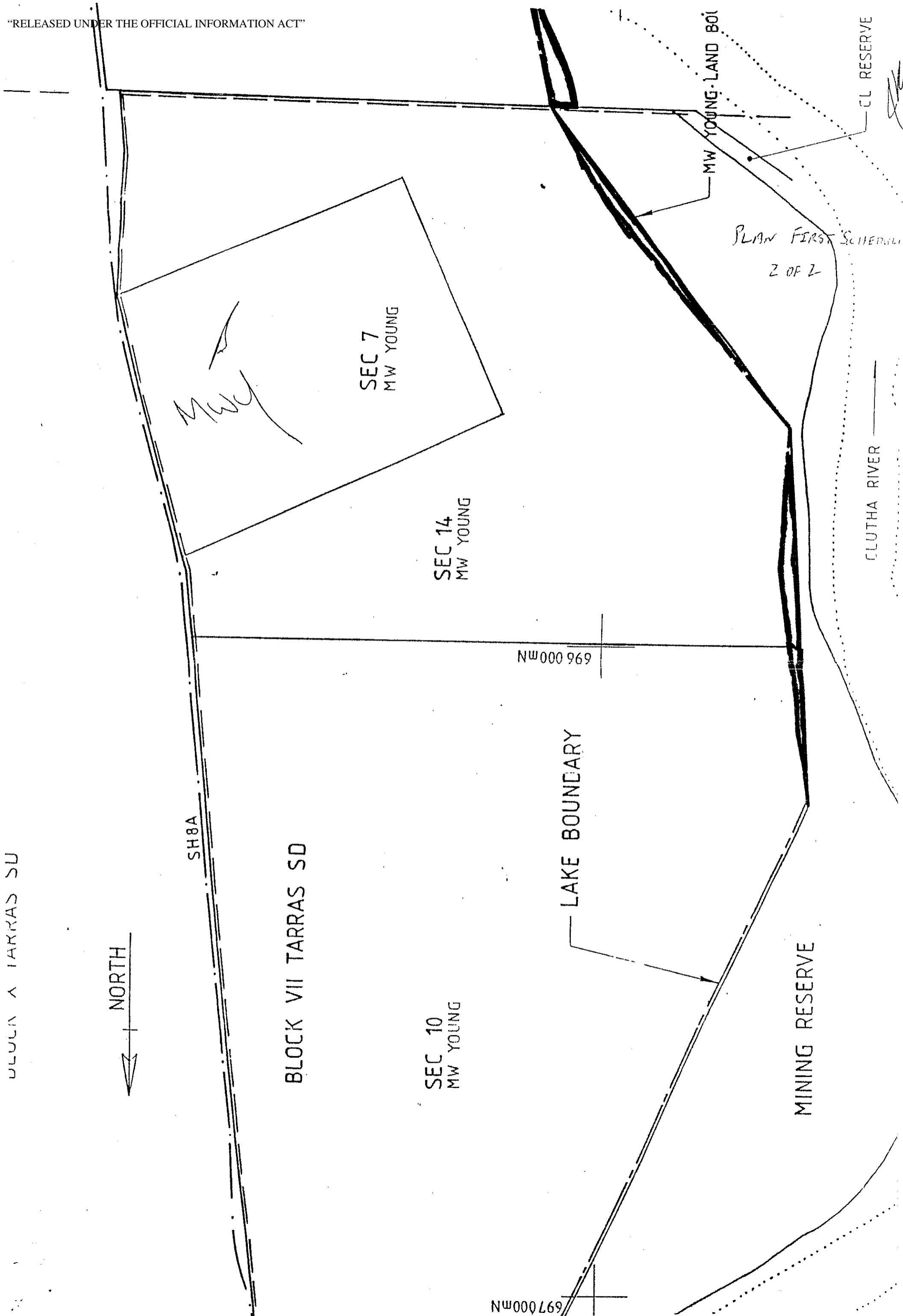
MW YOUNG - LAND BOI

CL RESERVE

CLUTHA RIVER

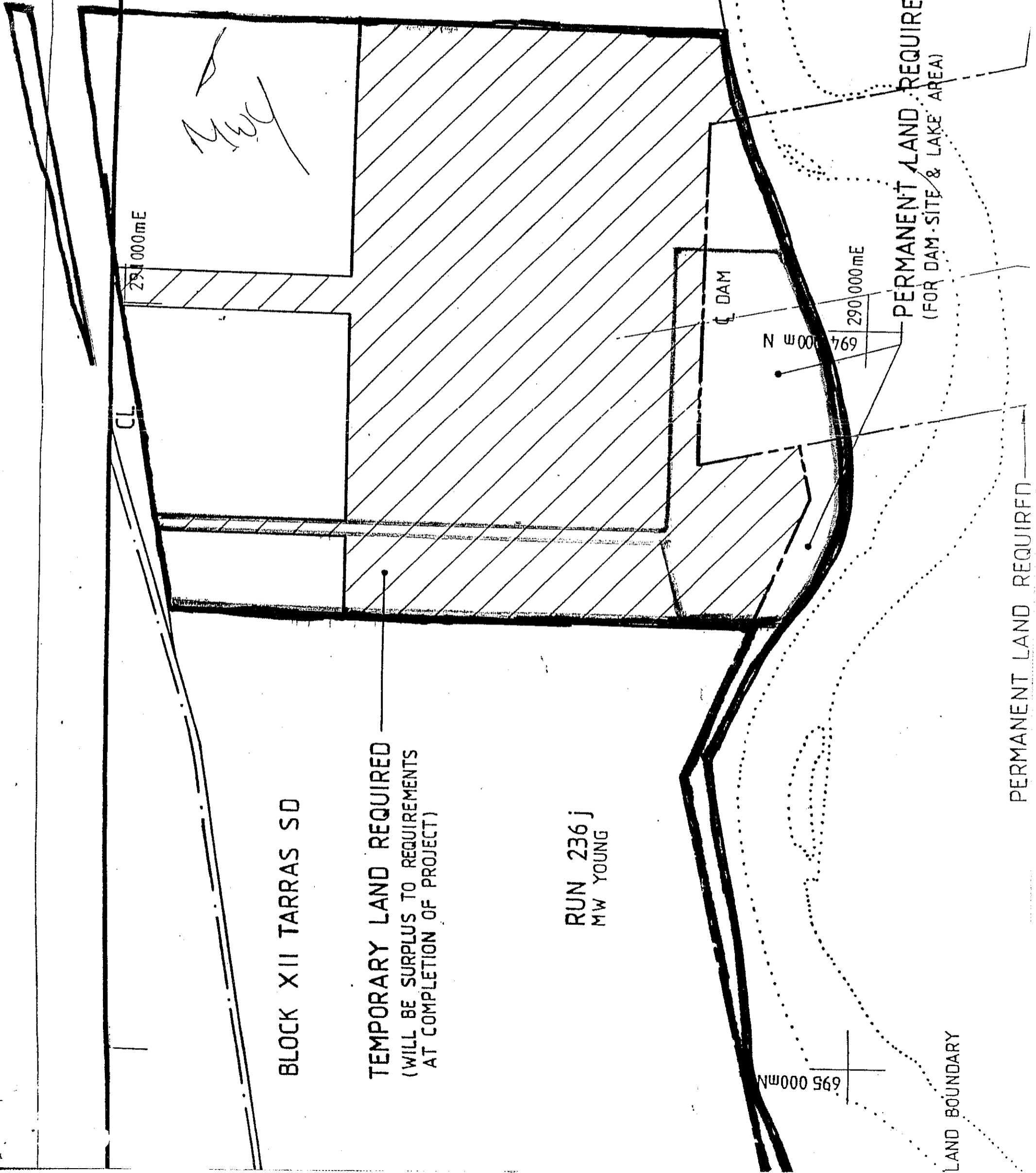
PLAN FIRST SCHEDULE  
2 OF 2

NW000 697



TOTAL AREA  
 REQUIRED 30.9 HA  
 LESS AREA  
 TAKEN OVER  
 BY OTHERS  
 15.00 HA  
 BALANCE  
 15.90 HA

PLAN FIRST SCHEDULE  
 1 OF 2



BLOCK XII TARRAS SD

TEMPORARY LAND REQUIRED  
 (WILL BE SURPLUS TO REQUIREMENTS  
 AT COMPLETION OF PROJECT)

RUN 236 J  
 MW YOUNG

PERMANENT LAND REQUIRED  
 (FOR DAM SITE & LAKE AREA)

PERMANENT LAND REQUIRED

LAND BOUNDARY

290 000 m E

CL

DAM

695 000 m N

290 000 m E

695 000 m N

MVC

*[Handwritten signature]*

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

YOUNG 2 km 1d/1m.

14,000.  
Run 15/8/8.

→ LAKESHORE

LAND REQUIRED  
TOTAL AREA = 9 Ha  
(Max.)

PLAN SECOND  
SCHEDULE

FOR CONTINUATION OF  
LAKE EDGE REFER TO  
8/1292/04/1804/27

Queensberry Hills  
Dam Site 694000

SHT. 22

S.H. 6.

SHT. 22

DAM.

290000m

SEC 26  
(W.J. Willson)

SEC 27  
(W. Willson)

CLUTHA RIVER

BLOCK XII

SHT. 21

SEC 31  
(G.L.)

RUN 236j  
(M.W. Young)

SEC 34  
(W.J. Willson)

SEC 35  
(G.M. Willson)

SHT. 20

692000

CANAL

SEC 1  
(Woods)

Is this  
M. YOUNG  
BOUNDARY?  
↓

SEC 29  
(Woods)

LAKE EDGE BEHIND PROPOSED  
ALBERT BURN DAM SITE (LL246-51)

S.H. 8.A.

*Handwritten signature*

PROPOSED PERMANENT LAND  
REQUIRED FOR QUEENSBERRY  
CANAL & DAM SITE  
626  
(G of E)  
G M Willson - Lessee

*Handwritten signature*

MEMORANDUM OF LEASE

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 1989  
BETWEEN ELECTRICITY FARM LAND HOLDINGS NO. 1 LTD  
(hereinafter together with its successors and permitted  
assigns referred to as "the Lessor") AND  
and \_\_\_\_\_ (hereinafter with their executors  
administrators successors and assigns referred to as "the  
Lessees") WHEREBY the Lessor agrees to let and the Lessees  
agree to take on lease for a term of \_\_\_\_\_ years commencing  
from and including the \_\_\_\_\_ day of \_\_\_\_\_ ALL THAT land  
described in the schedule hereto (hereinafter referred to as  
the "said land") YIELDING AND PAYING therefore the annual  
rental of \_\_\_\_\_ pa plus GST such rent being reviewable  
on the \_\_\_\_\_ and biannually thereafter subject  
to the following covenants provisos and reservations

THE LESSEES COVENANT WITH THE LESSOR

- 1 TO pay the said rent quarterly in advance to the office of WORKS CONSULTANCY SERVICES, DUNEDIN.
- 2 TO pay all rates payable to all local bodies and rating authorities and all taxes (including Lessors land tax) duties impositions and assessments whatsoever which shall during the said term become payable or chargeable in respect of the said land at the time when the same shall become due and payable.
- 3 TO at their own expense comply with all the requirements of all local bodies and Government Departments in respect of the said land.
- 4 NOT assign sublet or otherwise part with the possession of the said land or any part thereof without the consent in writing of the Lessor first had and obtained.

*MWV*  
*JE*

5 NOT to cut or destroy any standing timber or any other trees on the said land without the consent of the Lessor having first been obtained.

6 TO cultivate use farm and manage the said land in a proper and husbandlike manner and keep the same in good condition and not impoverish and waste the soil thereof.

7 DURING the term hereby created to keep clean and in good order all ditches watercourses and drains in or upon the said land.

8 TO erect such additional fences between the said land and adjoining land as are necessary to contain the Lessees stock within the said land and to maintain all fences including those already in existence at the commencement of this term in a stockproof condition to the satisfaction of the Lessor and it is acknowledged that the Lessor shall not be called upon to contribute towards the cost of any such fencing.

9 TO clear and keep clear the said land of all noxious weeds and vermin and shall in particular comply with the provisions of and all notices pursuant to the Noxious Plants Act 1978 and the Agricultural Pests Destruction Act 1967 and any Act or Acts amending or extending the same.

10 NOT to erect any buildings or structures or make any extensions to any buildings or structures now erected on the said land without the consent in writing of the Lessor first had and obtained.

11 a ON the 1 June of each year of the term hereby created the Lessees shall submit to the Lessor a Farm Management Plan for the said land setting out the manner in which the Lessees will meet their obligations as provided hereunder and in particular but not so as to limit the foregoing the amount of and type of fertiliser to be used and the manner in which and where it is proposed to apply it for the ensuing year.

Handwritten signature and initials in the bottom right corner of the page. The initials appear to be 'MWU' and there is a signature below them.

- b If the Lessor does not approve the Plan within one month of submission of it by the Lessees the Plan shall be deemed to be in dispute and shall be referred to arbitration in accordance with the Arbitration Act 1908 and any amendments thereof.
  - c The Lessees shall include in the Plan certification that the proposals set out in the Plan for the previous year have been carried out
  - d THE Lessees shall permit the Lessor or the agent or agents of the Lessor either with or without workmen and others at all reasonable times to enter upon the said land for the purpose of viewing the condition thereof provided reasonable notice is first given to the Lessees.
  - e If the Lessor advises the Lessees in writing of any non compliance with the Plan or any want of repair during the period between Plans the Lessees shall make good all such defects within one calendar month of receiving such notice.
- 12 The Lessees shall indemnify and keep indemnified the Lessor to the extent that the Lessor is not otherwise indemnified from and against all loss damage or injury to the said land or to any persons or member of the public from and against any claims proceedings or injunctions made or brought against the Lessor by any persons or members of the public or by servants agents contractors or visitors of the Lessees.
- 13 The Lessees shall not at any time do or to suffer any act or omission upon or about the said land which shall be a disturbance nuisance or annoyance to the Lessor or any occupier of any adjoining land.
- 14 The Lessees shall not remove any earth sand rocks shingle or gravel from the said land.

M. W. Y. S.  
J. M. S.

THE LESSOR COVENANTS WITH THE LESSEES

15 IF the Lessees observe and perform all the covenants and conditions on their part herein contained or implied they may and shall quietly hold and enjoy the said land during the said term subject to the provisions of clause 19 hereof.

PROVIDED THAT

16 IF and whenever the said rent or any part thereof shall be in arrears or unpaid for the space of thirty days after the same shall become due (whether the same shall have been legally or formally demanded or not) or if the Lessees shall make default in the due observance or performance of any covenant by the Lessees or conditions whether positive or negative contained or hereby agreed to be contained in the said lease or if the Lessees shall become bankrupt then and in such case it shall be lawful for the Lessor to re-enter and take possession of the said land or any part thereof in the name of the whole and thereby determine the estate or interest of the Lessees therein but without releasing the Lessees from liability for payment of rent due or for the breach non-observance or non-performance of any agreement or condition in respect of which the Lessees shall have made default up to the date of such determination as aforesaid.

17 IF at the expiration of the term hereby created:

- a The Lessees desire to take a renewal of the lease; and
- b There is no willful subsisting breach by the Lessees of any of the covenants and conditions herein contained or implied; and
- c The rent has been duly paid

A handwritten signature in black ink, appearing to be 'M. W. S.', is located in the bottom right corner of the page.



THEN the Lessees shall three months' prior to the expiration of the term hereby granted give notice in writing of their desire to take a renewed lease of the said land for a further term of six years AND the Lessor shall grant to the Lessees a renewed lease of the said land for a further term of six years at an annual rental to be agreed upon between the Lessees and the Lessor and failing agreement rental shall be set by arbitration in terms of the Arbitration Act 1908 and any amendments thereof the renewal to be on the same conditions as herein provided excluding this right of renewal PROVIDED THAT the Lessees may still be granted a renewal of the lease on the terms and conditions herein contained if the right is exercised within one year of the expiration of the term hereby created the Lessees having remained in occupation and there being no breach by the Lessees of any of the covenants and conditions herein contained or implied.

18 THE Lessees acknowledge that upon expiration or sooner determination of this lease the Lessees shall not be entitled to compensation for any improvements effected by the Lessees but the Lessees may within one month from the date of such expiration or determination remove all building enclosures fencing or other improvements effected or purchased by the Lessees during the term hereby created and if the Lessees fail to do so such improvements will become the property of the Lessor without payment of compensation

AND IT IS FURTHER AGREED

19 (i) THAT should any part or parts or all of the said land be required by the Lessor for construction purposes at any time during the said term or any extension thereof the Lessor may determine this lease in respect of such part or parts or all of the said land by giving to the Lessees six months writing delivered personally or in accordance with the provisions of section 152 of the Property Law Act 1952 PROVIDED THAT the said rental shall abate by such proportionate amount as the part or parts

MW  
A  
J

of the said land in respect of which the lease has been determined bear in relation to the total area of the said land or shall cease absolutely if the whole of the land is required by the Lessor.

(II) That should the Lessor require the said land to enable an application for subdivision of other land to proceed on the basis of amalgamation of the said land with the other land the Lessor may on one month's notice determine this lease PROVIDED THAT the Lessor shall on completion of such amalgamation and subdivision lease the amalgamated land to the Lessees for the residue of the term hereby created on the terms and conditions herein contained.

(III) The termination of this lease in whole or in part shall not release the Lessees from liability for payment of rent due or for the breach non observance or non performance of any agreement or condition in respect of which the Lessees shall have made default up to the date of such determination in respect of part or parts or all of the said land.

20 The yearly rent payable hereunder shall be reviewed at periodic intervals of two years calculated from the on the following terms and conditions:

I Not later than 3 months before the expiry by time of any such period of 2 years the Lessor shall advise the Lessees of the proposed new rental

and

II The reviewed annual rental shall be based on the current market rental for the ensuing period of two years.

III If the Lessees do not agree to the reviewed rental they shall advise the Lessor in writing within one month of being notified of the reviewed rental and the matter shall be referred to a single arbitrator for arbitration pursuant to the Arbitration Act 1908.

In witness whereof this agreement has been executed the day and year first before written:

Signed by the said

In the presence of:

Witness:

Address:

Occupation:

Signed by the said

In the presence of:

Witness:

Address:

Occupation:

Signed for and on behalf of  
ELECTRICITY FARM LAND HOLDINGS NO. 1  
LIMITED BY John Ross Rutherford

In the presence of

Witness:

Address:

Occupation:

A handwritten signature in dark ink, appearing to be 'Newby', with a flourish at the end.

Dated

1989

MICHAEL WILLIAM YOUNG

and

ELECTRICITY FARM LAND  
HOLDINGS No.1 LIMITED

---

AGREEMENT FOR SALE  
AND PURCHASE

---

Reply to: ALEXANDRA

Our Reference: P 55  
Your Reference: RJF:296



Landcorp  
LAND CORPORATION LIMITED

16 October 1990

Copied for purposes of CPL  
tenure review due diligence from  
file: POSS Vol 3/402

The General Manager  
Electricity Corporation of New Zealand Ltd  
P O Box 930  
WELLINGTON

Attention: S Mills, Solicitor

Dear Madam

ELECTRICITY FARM LAND HOLDINGS NO 1 LTD AND M W YOUNG

I refer to your letter of 1 October 1990.

As your proposal involves the subdivision of a pastoral lease and the transfer of a portion of the lease a number of matters have to be considered before consent to the transfer can be considered. Your letter does not make it clear what the end point of the sale will be, but it is assumed that it will be for works associated with the proposed Queensberry power scheme. As this is not connected to providing pasturage, and the area is I understand small it is presumed that the area will ultimately be freeholded.

It is therefore necessary for the site to be surveyed for Wahi Tapu and conservation values. This would be at the purchasers cost. The subdivision would then be considered in the light of values identified, the effect on the pastoral lease and the requirements of the District Scheme. To subsequently freehold the area the Crowns interest would also have to be purchased.

Could you please therefore provide details of the proposed purchase. I will then request comment from the Department of Conservation. I also recommend that you contact the Ngai Tahu Trust to ascertain their requirements for an assessment of Wahi Tapu. Following receipt of the necessary information I will then submit a proposal to the Commissioner of Crown Lands for consideration.

Please contact me if you require further clarification of the above.

Yours faithfully

K R Taylor  
Managing Consultant

① David [Signature]  
② [Signature]

INCORPORATING LANDCORP INVESTMENTS LIMITED & LANDCORP MANAGEMENT SERVICES LIMITED

REGIONAL OFFICE

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Public Trust Building  
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Cnr Church & Sophia Sts  
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TIMARU  
Telephone (056) 48-340

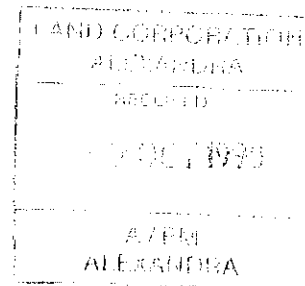
Alexandra  
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Fax (03) 448-9099

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DUNEDIN  
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Fax (024) 775-162

Invercargill  
Land Corporation Building  
192 Spey Street  
P.O. Box 825  
Telephone (021) 44-489  
Fax (021) 88-628



Electricity Corporation of New Zealand Limited



1 October 1990

The Manager  
Land Corporation Limited  
P O Box 27  
ALEXANDRA

ATTENTION : S F Smith

Dear Madam

**ELECTRICITY FARM LAND HOLDINGS NO. 1 LIMITED TO YOUNG**

The Corporation has an agreement with Michael William Young to purchase part of the land in Pastoral Lease P.55 as shown in CT 338/75 (Otago).

Could you please forward the relevant documents to enable the Corporation to get consent to this sale.

Thank you.

Yours faithfully

Susie Mills  
**SOLICITOR**

RJF:296

# WORKS

Copy on P55

2 P350

Pse.

398

Government Life Building, Rattray Street, Private Bag, Dunedin  
Phone (024) 748-899, Fax (024) 741-570, Telex 5728

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tenure review due diligence from  
file New Zealand Vol 3/398

12 February 1990

92/12/94/6/8

92/12/94/6/9

Your ref P55/P350

The Managing Consultant  
Landcorp  
PO Box 27  
ALEXANDRA

LAND CORPORATION  
ALEXANDRA  
16 FEB 1990  
A/TM  
ALEXANDRA

Dear Sir

**PURCHASE OF LAND BY ELECTRICORP FROM  
M W YOUNG AND D J WILSON**

I refer to your letter dated 9 February 1990.

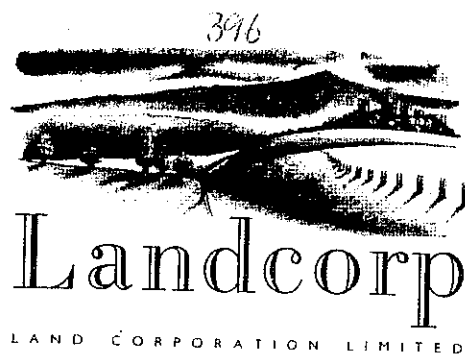
Negotiations are proceeding with both parties and it is hoped that agreement could be reached by the end of this month.

Would you please advise of progress with the acquisition of the Crown's interest in the Ex G Wilson and Brown pastoral leases.

Yours faithfully

J R Whelan  
for Manager

Reply to: **ALEXANDRA**



Our Ref: P 55

9 February 1990

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file: POSS Vol 2 396

The Manager PNA/Pastoral  
Department of Conservation  
PO Box 5244  
DUNEDIN

Dear Tony

**PROPOSED RAP - LONG GULLY LEASE**

Thank you for your letter of 19 December 1989.

This office will take no further action until the reports referred to in your letter are obtained. With reference to #5 my staff have expressed concern about the likely invasion by Tussock Hawkweed, especially if grazing is modified.

We would also like to be kept appraised of any contact with the lessee and the response by him. To date Electricorp have been unsuccessful in their approaches to him. Therefore any action by Landcorp is academic as we do not have firm proposals by either yourself or Electricorp. When either party is able to put up a firm proposal we will arrange joint discussions with the other affected parties.

Yours faithfully

**K R Taylor**  
**Managing Consultant**

**INCORPORATING LANDCORP INVESTMENTS LIMITED & LANDCORP MANAGEMENT SERVICES LIMITED**

**REGIONAL OFFICE**

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Fax (021) 88-628





Landcorp

LAND CORPORATION LIMITED

8913

25 October 1989

Managing Consultant  
ALEXANDRA

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file: POSS Vol 3 8913

PROPOSED RAP: ELECTRICORP LAND ACQUISITION

A more complete inspection of the terrace flats was made on 19 October 1989, followed by discussions with lessee, M Young.

Comments:

Although in a very severely to extremely depleted condition (characteristic of unmodified, semi-and upper upper terrace lands in the Upper Clutha Valley especially on the L.U.C Class VII strips and steep river scarps), the terrace flats are a very important wintering pad for 1200 ewes for 3 months from June where the ewes are also fed hay. The area is also used for 2-3 weeks after weaning for 1400 ewes.

Depending upon what the D.O.C would envisage as an acceptable management plan for the proposed R.A.P, any grazing restrictions could seriously affect the present integration of ewe grazing.

The Class VII strips running more or less parallel with the S.H offer the least of any available grazing, and may possibly be the main area of interest to the D.O.C. The balance of the area comprising severely to very severely depleted Class VI lands have a potential for limited development by direct drilling method with suitable dryland plant species.

A compromise in negotiation may be possible whereby the Class VII strips could be fenced from the better lands towards the Clutha, some depressions of which contain deeper soils and improved moisture retention and have been "developed" over past years.

Lessee not very happy about becoming involved again with further possible R.A.P, and was under the impression that the recent resolution of the P.N.A on the front faces was the only area that the D.O.C had been interested in on his lease, and the recent news of further R.A.P investigation has not impressed him.

Lessee has also been approached by Electricorp with a cash offer which is totally unacceptable until a more favourable amount of compensation is forthcoming. The land involved is part of that surrounded by the proposed R.A.P. Lessee would stipulate landscaping and amenity tree planting to conceal the visual impact of dam installations from his home.

D V Pickens  
Consultant

*Discussed with Tony Perrett. 30/11/89  
He is to supply a  
more full report.*

*D V Pickens*

Alexandra Office  
Limerick Street  
P.O. Box 27  
Telephone (0294) 6935  
Alexandra  
New Zealand



CONSERVATION

LAND CORPORATION ALEXANDRA
RECEIVED
05 OCT 1989
A / PM ALEXANDRA

Our Ref: ECM 2/1  
Your Ref: P55

4 October 1989

Ken Taylor  
District Manager  
Land Corporation Limited  
Box 27  
ALEXANDRA

Dear Ken

**PROPOSED RAP - LONG GULLY STATION**

Please find enclosed a draft report and map prepared by our Regional Advisory Scientist Brian Patrick outlining the merits of the proposed RAP.

I understand Electricorp Production have approached lessee Young with the intention of acquiring a portion of his lease as part of the preliminary steps in the development of the proposed Queensbury Dam.

I would be grateful Ken if you could advise me of the mechanism(s) available if possible to enable DOC and Electricorp to obtain or realise their "interests" on this pastoral lease.

The department proposes to undertake more survey work on the biological and landscape values on this terrace this summer.

Yours faithfully

S Beale  
for Regional Conservator

*David*

*Please comment  
on impact of  
either or both  
proposals on  
lease*

*Code 84/80~~55~~<sup>47</sup>/00/PAP*

Draft

### LINDIS ECOLOGICAL DISTRICT

#### Long Gully Terrace

160 hectares - altitude 250m

#### Soils - Landform

This area was included by Leamy and Saunders (1967) in the semi-arid climatic zone of the Upper Clutha Valley, in contrast to a subhumid classification of the south Hawea Flat RAP (Ward et al 1987). Rainfall is estimated at 44cm per year. Soils chiefly consist of Molyneux Shallow Sandy Loam with Molyneux stoney sand important also (Leamy & Saunders 1967). Hawea Flat RAP consists mainly of Luggate soils.

#### Flora

The flora is fully representative of semi-arid terraces in the Upper Clutha Valley. Perhaps only the occurrence of *Oreomyrrhis rigida* could be judged as an uncommon species.

#### Vegetation

The area has dry terrace vegetation characteristic of the Upper Clutha basin and contains predominately native plants. The heath *Leucopogon fraseri* subspecies *muscosa* dominates much of the area giving it a noticeable reddish colour. The soft hairy cushions of *Pimelea pulvinaris*, the orange *Scleranthus biflorus* mats the small green hairy *Colobanthus brevisepalus* and three *Raoulia* species are present including the loose mat *Raoulia parkii*, the tight cushion *R. australis* and the mat *R. hookeri*. Herbs in the genera *Stellaria* and *Dichondra* occur around the many stoney patches often with the uncommon herb *Oreomyrrhis rigida*. The sub-shrub *Vittadinia australis* and rigid shrubs of *Melicytus alpinus* and *Discaria taumatou* are scattered over the terrace while tussocks of *Poa cita* occur in hollows. The diminutive patch grass *Poa maniototo* is common as is the small *Carex breviculmis*. Bare ground, mosses and lichens are also very important components of the terrace community.

#### Discussion

Although various components of the vegetation are represented in other RAP's in the Upper Clutha, the mix here is substantially different and important as a remnant of terrace vegetation of the Upper Clutha.

The insect fauna, reflecting the open, dry vegetation, is quite different from that found on silver tussock dominated terraces (South Hawea Flat) or saline soils (Pisa Flats and Poison Flats).

The distinctive shallow, stony and sandy soils combined with the representative insect fauna and vegetation make this RAP of considerable importance in characterising the natural areas of the Upper Clutha. Its substantial size (160 hectares) allows it to be a stand alone reserve providing its own buffering to outside influences.

Draft  
 St. Hill  
 Sand  
 Molyneux  
 Upper Clutha  
 S. V. L.  
 Molyneux  
 Draft

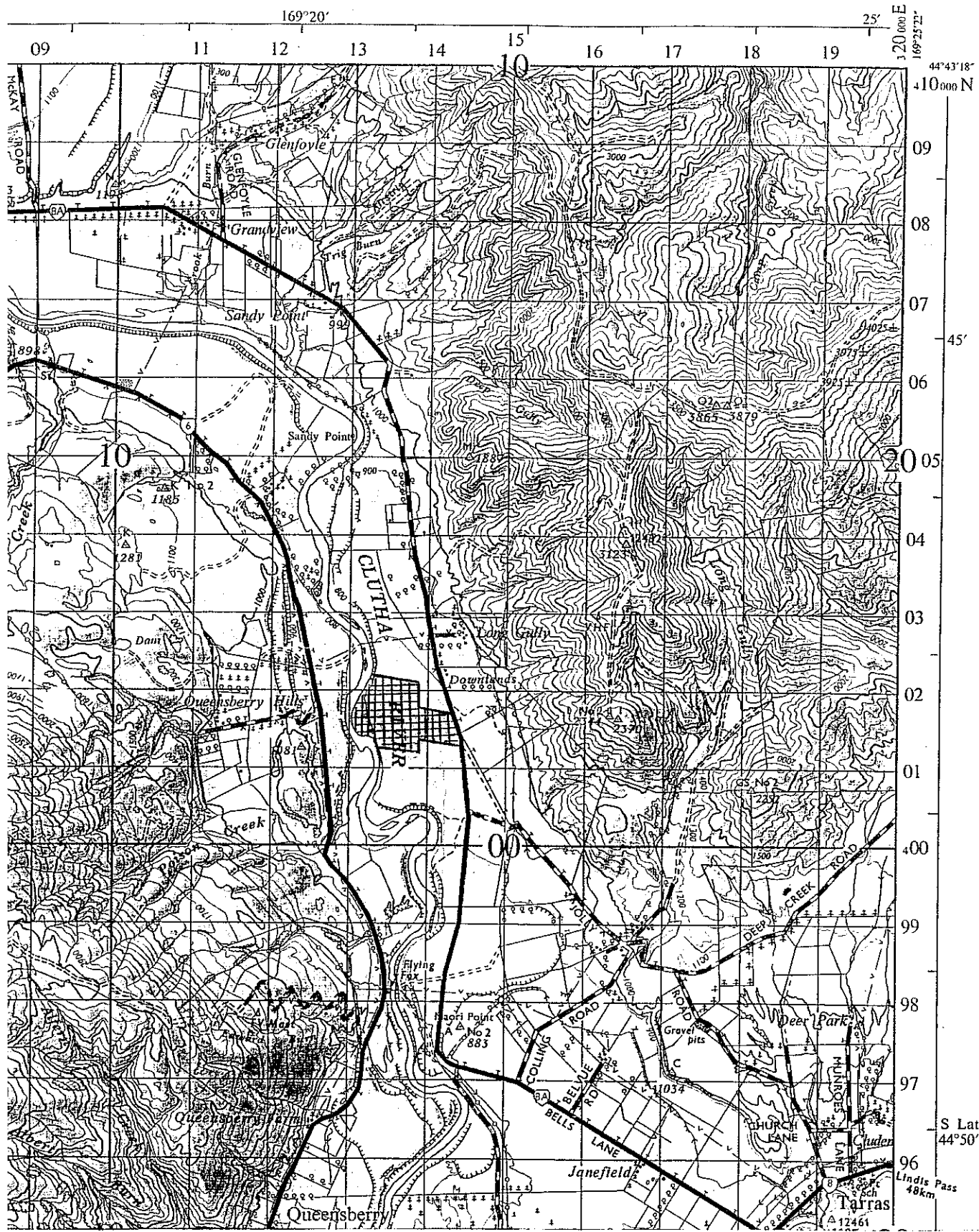
more present  
 but also present becoming ...



B. Patroll  
 Sept. 1989.



photo of site looking south.

380 "RELEASED UNDER THE OFFICIAL INFORMATION ACT"



-  Proposed RAP
-  Area Electricorp wish to acquire.

*Electricorp already have  
 a 15a of the Point (was  
 1000000)  
 3-4 days ago*

RECEIVED UNDER THE OFFICIAL INFORMATION ACT  
**Ministry of Works and Development**

LAND CORPORATION LTD.  
DUNEDIN  
30 JUN 1987  
REC'D  
Date 24 June 1987

Policy and Regulatory Division,  
Public Trust Building,  
442 Moray Place,  
P.O. Box 1675, Dunedin.  
Telephone 740-755  
Telex NZ 5728  
Fax (024) 741-570

Inquiries to

Our ref 92/12/94/6/9

Your ref P55

The Manager  
Property Management  
Land Corporation Ltd  
PO Box 5744  
DUNEDIN

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file: POSS Vol 3/368

ATTENTION Miss C A Cook

MINISTRY OF WORKS  
29 JUN 1987  
OAMARU

Dear Sir

M W YOUNG : LAND FOR LUGGATE BORROW AREA  
LIBRA 86109

I refer to our telephone conversation of 24 June 1987 and your letter of 23 September 1985.

The consent of the Department administering pastoral lease no. P 55 is required to the acquisition by the Crown of the leasehold estate in all that piece of land containing approximately 15 hectares being part Run 236, Tarras Survey District, as shown ... coloured red on the attached plan. The sum of \$1800.00 will be paid to the lessee, Michael William Young, as compensation.

Yours faithfully

*See folio 338*

*P. J. Freeland*

P J Freeland  
for District Commissioner of Works

Encl

Recommendation:

That pursuant to section 82 of the Public Works Act 1951 approval is given to taking of the lessee's interest in 15ha for a sum of \$1800.

Approved  
*M*  
23/7/87

REFERRED FOR ACTION	DATE
1	
2	
3	

TARRAS XII

36

37

19

SH RA

CL

60

56

Haul Road

Pt. Run 236J

7

14

TARRAS VII

Mining Reserve  
C.L.

Clutha River

56

27

27

TARRAS VIII

SH 6

32 Gravel Reserve


26


Town and Country Planning Act 1977

VINCENT COUNTY DISTRICT SCHEME  
Requirement of the Minister of Works and Development  
Under Section 118

KEY PLAN

LEGEND

Area to be designated "Generation of Electricity" 

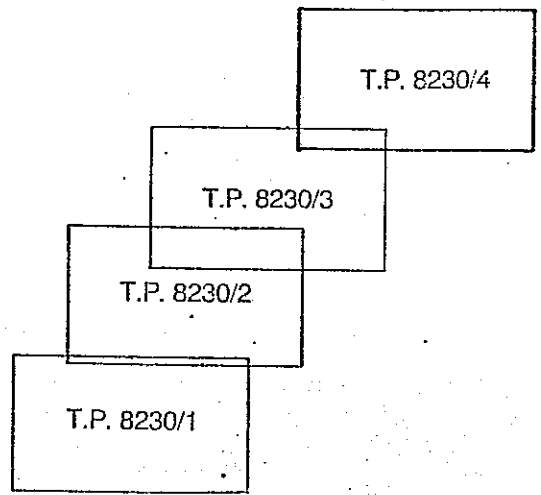
Survey District Block Boundary 

Subdivision Section Number e.g. 12

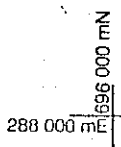
Crown Land = C.L.

Edge of River 

Schedule No = 60



Scale 1: 10 000



Town and Country Planning Division  
Ministry of Works and Development

**TP 8230/4**

P55

Ministry of Works and Development  
RELEASED UNDER THE OFFICIAL INFORMATION ACT

23 OCT 1985

District Office  
Govt. Life Insurance Bldg., Rattray St.  
Box 451, DUNEDIN  
Telephone 771 480. Telex NZ 5728

Inquiries to

Date 22 October 1985

Our ref 92/12/94/6/9

Your ref P55

The Commissioner of Crown Lands  
Department of Lands and Survey  
PO Box 896  
DUNEDIN

Copied for purposes of CPL  
tenure review due diligence from  
file: POES Vol. 3338

ATTENTION Miss C A Cook

M W YOUNG : LAND REQUIRED  
FOR LUGGATE DAM

I refer to your letter to Messrs Anderson, Lloyd, Sim and McElrea of 23 September 1985 concerning the proposed acquisition of part of the above lessee's interest in Pastoral Lease No. P55 for Luggate Dam construction.

The area is to be used for material extraction purposes for the Luggate and Queensberry dam sites. It consists of an area of approximately 15 hectares and is outlined in red on the attached plan. A copy of the district valuer's report of 13 May 1985 is attached and indicates the lessor's interest in the land is worth \$200. Survey and other costs involved will be borne by NZE.

I would be please if you could confirm the necessary consent from the Land Settlement Board to the proposed transfer has been obtained.

B J Sleeman  
for District Commissioner of Works

Encl



92/12/94/6/9

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# VALUATION DEPARTMENT

P. O. BOX 60  
ALEXANDRA

CENTRAL LODGE  
LIMERICK STREET  
ALEXANDRA  
Ph. 7341 STD 294

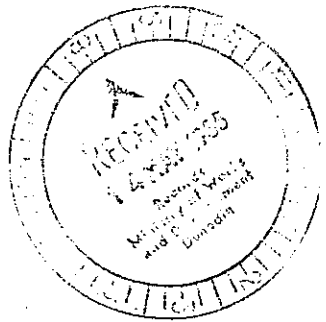
Address all correspondence to the District Valuer

OUR REF.: 28411/17 pt

YOUR REF.: 92/12/94/6/9

FILE  
30/5/85  
OA

13 May 1985



The District Commissioner of Works  
Ministry of Works and Development  
Private Bag  
DUNEDIN

RE: C.V.D. - Borrow Pit - W. D. Young

OWNER: Crown Lands and Survey Department

LESSEE: N. Z. Insurance Co Ltd, W. D. Young, S. B. Young

SUB LESSEE: W. D. Young

AREA REQUIRED: 15.0ha approximately including access

LEGAL DESCRIPTION: Part Run 236J Block XII Tarras SD. Part  
Pastoral Lease No. P55, leased 33 years from  
1 July 1952, annual rental \$155.

LOCATION: State Highway 8A Tarras - Luggate

INTERESTS TO BE VALUED: Lessor and Lessees

PURPOSE: Compensation. Area required for a borrow site for  
materials in connection with the Luggate and Queensberry  
Dams.

I inspected the above land and interviewed the farm manager on  
the 7 May 1985 following receipt of your request of the 10 April  
1985.

The area required is part of a 1947ha sheep farming property.  
The land is light, gravelly soil, drought prone with a sparse  
covering of tussock, native grasses, scabweed and briar providing  
a limited pick of feed.

*[Handwritten signature]*

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EFFECT OF THE LOSS

The impact of the loss of 15ha of poor quality land from a property of this size will be small with the loss of grazing barely noticeable. I understand the area required, including the Haul Road, are to be fenced which will effectively subdivide the lessee's river block in two. This will give some grazing management benefit to the lessee provided he has stock access available across the Haul Road.

VALUATION

I assess compensation for the loss of the above described land and injurious effect to the remainder as at 7 May 1985 to be TWO THOUSAND DOLLARS (\$2000).

This is divided as follows:-

Lessor - Crown Lands and Survey	TWO HUNDRED DOLLARS (\$200)
Lessee - N. Z. Insurance Co Ltd, W. D. Young, S. B. Young	ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1800)

*DFT*

D. F. Taylor  
REGISTERED VALUER

*L.R.G. Smith*

L. R. G. Smith  
DISTRICT VALUER

TARRAS XII

Water race

21

36

37

19

S.H. 8A

AS X

C.L.

60

56

Pt. Run 236J

C.L.

7

Haul Road

56

Borrow Area

Clutha River

27

14  
TARRAS  
VII

Mining Reserve  
C.L.

27

TARRAS VIII

S.H. 6

32 Gravel Reserve

26

Town and Country Planning Act 1977

VINCENT COUNTY DISTRICT SCHEME  
Requirement of the Minister of Works and Development  
Under Section 118

KEY PLAN

LEGEND

Area to be designated "Generation of Electricity" ———

Survey District Block Boundary - - - - -

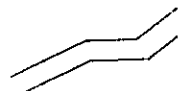
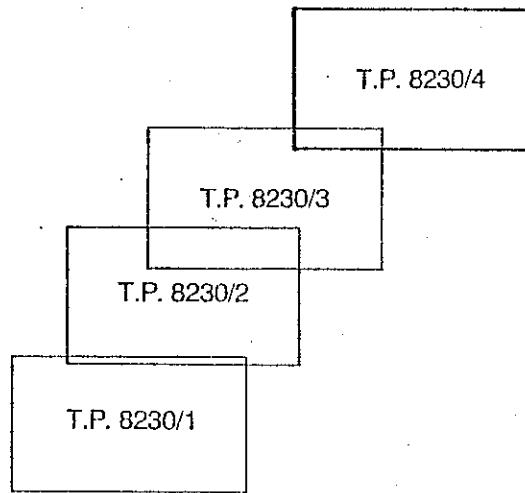
Subdivision Section Number e.g. 12

Crown Land = C.L.

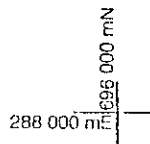
Edge of River ———

Schedule No = 60

Scale 1: 10 000



Run 626



Town and Country Planning Division  
Ministry of Works and Development

TP 8230/4

Figure 25

**FAXED**

**Knight Frank**



1

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file: PDES Vol 411

**Our Ref: Po055**

LAND RESOURCES DIVISION

28 February 1997

Knight Frank House  
41 - 43 Tarbert Street, Alexandra  
Telephone: (03) 448 6935  
Facsimile: (03) 448 9099

The Manager  
Knight Frank (NZ) Limited  
P O Box 1545  
WELLINGTON

**ATTENTION: BOB AUSTIN**

Dear Bob

**RE: TEAM TALK LIMITED APPLICATION - LONG GULLY PASTORAL LEASE**

I refer to your letter of 30 January 1997.

I regret to advise that there may be a short delay before I can process this application. In accordance with our pastoral management contract I am required to confirm with the Commissioner of Crown Lands that there is no conflict of interest with our respective branches operating for the two clients in this matter.

I will advise you of progress in due course.

Yours faithfully

**K R Taylor**  
**Manager, Alexandra**  
**KNIGHT FRANK (NZ) LIMITED**

1. Tim FYL  
2. File

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Postal Address:  
P O Box 27, ALEXANDRA

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Ref: P0353 P55

27 February 1997

LAND RESOURCES DIVISION

The Commissioner of Crown Lands  
Land Information New Zealand  
Private Box 170  
WELLINGTON

Knight Frank House  
41 - 43 Tarbert Street, Alexandra  
Telephone: (03) 448 6935  
Facsimile: (03) 448 9099

*Referred to Geoff Holgate  
for comment. Not sent  
to CCL as Geoff is  
following up.*

*28/2/97*

Dear Sir

**RE: APPLICATIONS FOR COMMUNICATION SITE EASEMENTS**

I wish to advise that I have recently received two applications for communication site easements in Otago. These applications have been made by other Knight Frank Offices on behalf of clients. Our Wellington Office have applied for a site on the Long Gully Pastoral Lease on behalf of Team Talk Limited. Our Dunedin licensed office has applied on behalf of Bell South to establish a site on the Mount Difficulty Pastoral Lease. Before proceeding with these applications I am writing to advise of a potential conflict of interest and the matters surrounding these applications which would mitigate any real conflict.

During the recent years a clear policy has been established with yourself relating to the processing of easements for such things as communication sites. This has included recommendations from Geoff Holgate in relation to a fee structure. There is therefore no opportunity for your agent to act other than in accordance with this policy.

The applications have been made by offices without any direct involvement with the Land Resources Division. In particular our Dunedin Office operates as an independent contractor under the Knight Frank licence. Mr Austin operates from our Wellington Office on behalf of a number of Government and quasi Government clients. He does not have any role in the pastoral management contract which as you are aware is managed by Geoff Holgate as National Manager for the Land Resources Division. In both cases there is some communication between the respective offices but the relationship is not such that it would prevent the best possible advice being given to yourself as a principle client of the Land Resources Division.

Our Company has always regarded yourself as a very important client and as such we would not wish to undertake any activity which would undermine your position. For the reasons above we do not believe that there is a conflict of interest in the two cases outlined. Any potential conflict is minimised by the separate functions of the offices involved.

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Tanzania  
United Kingdom  
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of America  
Zimbabwe

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P O Box 27, ALEXANDRA

Knight Frank (NZ) Limited  
(An LPL Group Company)

INTERNATIONAL PROPERTY CONSULTANTS

Please confirm that it is in order for us to proceed with the processing of these applications on your behalf to ensure that we can meet the normal requirements of timeliness and quality.

Yours faithfully

K R Taylor  
Manager, Alexandra  
**KNIGHT FRANK (NZ) LIMITED**

cc Geoff Holgate  
Knight Frank (NZ) Limited  
P O Box 142  
**CHRISTCHURCH**



KNIGHT FRANK  
ALEXANDRA  
31 JAN 1997  
RECEIVED

30 January 1997

1st Floor, Knight Frank House  
23 Waring-Taylor Street, Wellington  
Telephone: (04) 472-3529  
Facsimile: (04) 472-0713

The District Manager  
Knight Frank (NZ) Limited  
PO Box 27  
ALEXANDRA

Dear Ken

**Re: Pastoral Lease - Nyhon, Long Gulley**

As discussed, Team Talk Limited are seeking approval to install transmission equipment on the site circled on the attached plan.

Could you please arrange for the necessary approvals on behalf of the Commissioner of Crown Lands. The term of lease being sought is ten years with one Right of Renewal.

Thank you.

Yours sincerely  
**KNIGHT FRANK (NZ) LIMITED**

**Bob Austin**  
**National Manager, Government Business**

Ref: p:\corresp\k-taylor.jan

Encl

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16 Offices Nationwide

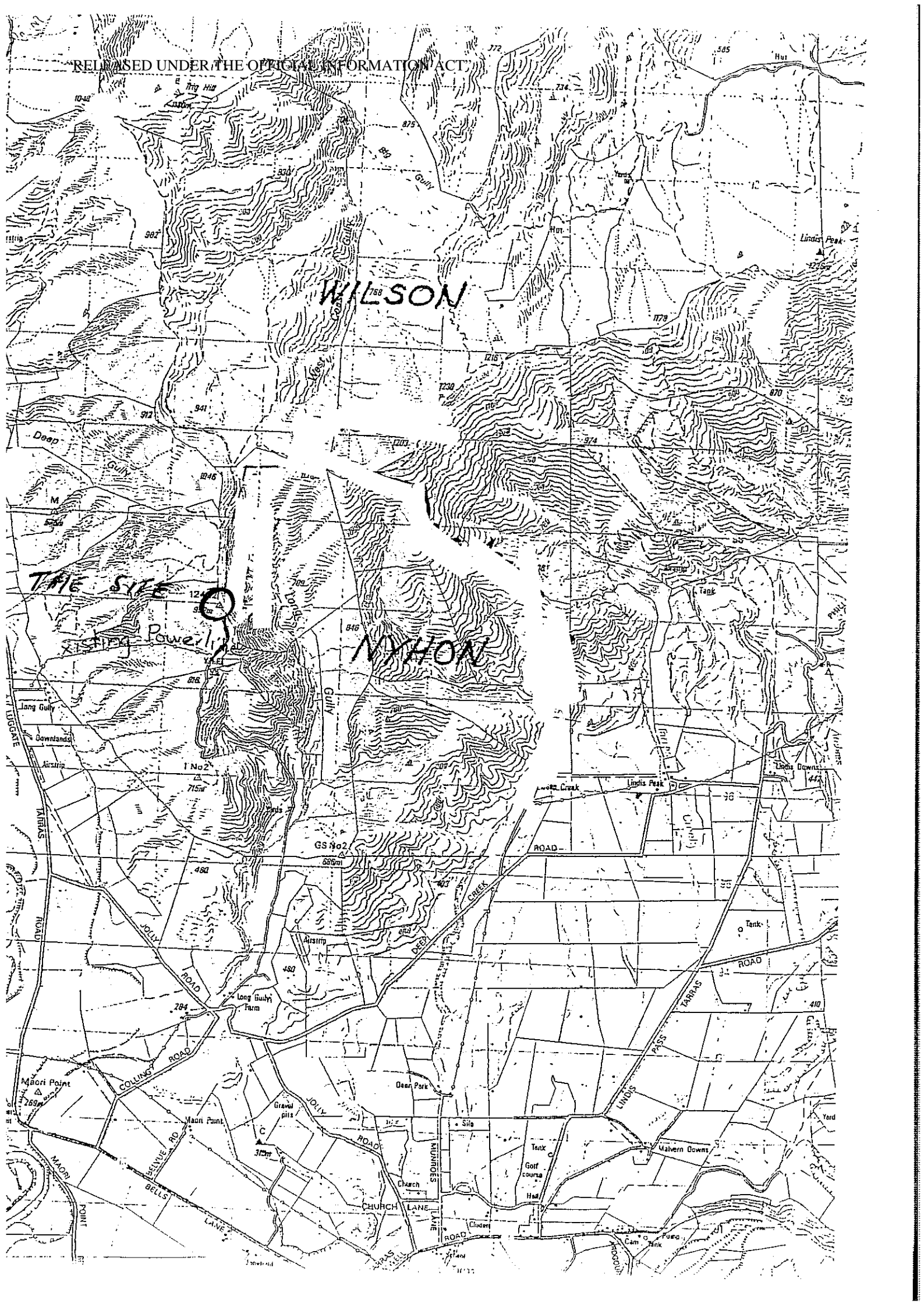
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Nigeria  
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Sweden  
Tanzania  
United Kingdom  
United States of America  
Zimbabwe

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PO Box 1545, Wellington  
New Zealand

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WILSON

NIXON

THE SITE  
Existing Powerline



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tenure review due diligence from  
file: POSS Vol 13  
CN/50213/09/12444/AZNO

Our Ref: CPR/01/01/19/02

Your Ref:

4 May 2001

D.P. Lyhon  
Long Gully  
RD 3  
CROMWELL

Dear Denis Lyhon

**INVITATION TO UNDERTAKE TENURE REVIEW -  
LONG GULLY PASTORAL LEASE**

I refer to the invitation dated 28 March 2001, signed by you and received by Knight Frank on 3 April 2001. I am writing to you to provide you with a response to your invitation.

The Commissioner's decision is that he will not accept your invitation to undertake tenure review at the present time.

The reason for the Commissioner's decision is that the Commissioner has 91 tenure reviews under way at various stages. This is a significant work load for the tenure review programme and one that requires a considerable allocation of resources of the department.

The Commissioner's decision is made with regard to section 32 CPLA that provides that:

The Commissioner may in the Commissioner's absolute discretion decide :

- a) How many reviews to undertake
- b) The order in which reviews are to be undertaken
- c) The urgency with which any review is to be undertaken
- d) The resources to be devoted to any review.

To assist you with an appreciation of the scope of the tenure review activity required for each pastoral lease, I refer you to the Commissioner's tenure review standards which can be found on the LINZ website [www.linz.govt.nz](http://www.linz.govt.nz). The tenure review standards effectively constitute a statement of the actions required for each tenure review (although they were not written for that purpose).

I shall continue to periodically reconsider invitations that have been received against available resources, with a view to recommending that the Commissioner accept further invitations as resources are freed up. While you are welcome to

National Office  
Lambton House  
160 Lambton Quay  
PO Box 5501  
Wellington  
New Zealand  
Tel 64-4-460 0110  
Fax 64-4-460 0590  
Internet  
<http://www.linz.govt.nz>

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monitor the situation and make further enquiries, may I assure you, on behalf of the Commissioner, that you will be advised when a decision has been made to undertake the tenure review of your pastoral lease.

Yours faithfully

A handwritten signature in black ink, appearing to read 'J. Greedy', written in a cursive style.

Jean Greedy  
Crown Property Management



Our Ref: Po 055  
LINZ Ref: 12444

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tenure review due diligence from  
file: POSS Vol 1/2.  
CCW/5021310/12444/AZND

LAND RESOURCES DIVISION

3 April 2001

Knight Frank House  
41 - 43 Tarbert Street, Alexandra  
Telephone: (03) 448 6935  
Facsimile: (03) 448 9099

Crown Property Management  
Land Information New Zealand  
Private Bag 4721  
**CHRISTCHURCH**

**ATTENTION: MURRAY MACKENZIE**

Dear Sir

**RE: TENURE REVIEW INVITATION - LONG GULLY**

Please find attached an invitation from the holder of Long Gully Pastoral Lease for the Commissioner of Crown Lands to undertake a review of the lease.

The invitation has been acknowledged, copy attached.

Please advise any further instructions in this matter.

Yours faithfully  
**KNIGHT FRANK (NZ) LIMITED**

K R Taylor  
Manager, Alexandra

cc Geoff Holgate  
Knight Frank (NZ) Limited  
P O Box 142  
**CHRISTCHURCH**

1. Tim FIDW  
2. File.

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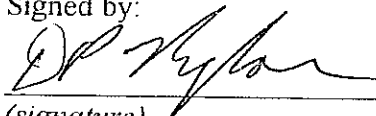
**Invitation to Undertake Tenure Review  
Section 27 Crown Pastoral Land Act**

KNIGHT FRANK  
ALEXANDRA  
- 3 APR 2001  
RECEIVED

Denis PATRICK Nyhon [state name of holder of pastoral lease, and where more than one, insert the names of all holders]  
invites the Commissioner of Crown Lands to undertake a tenure review of all the land for the time being held under pastoral lease no Po55 - Long Gully  
(the pastoral lease) pursuant to section 27 of the Crown Pastoral Land Act 1998.

In making this invitation I ~~do~~ understand that the Commissioner of Crown Lands is not obliged to undertake a tenure review of the pastoral lease, but will decide whether to undertake tenure review with regard to the matters set out in section 32 of the Crown Pastoral Land Act.

Signed by:

  
(signature)

Denis P Nyhon  
(name of signatory and authority to sign)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name of signatory and authority to sign)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name of signatory and authority to sign)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name of signatory and authority to sign)

as holder(s) of the pastoral lease

Dated 28-3-01



LAND RESOURCES DIVISION

Our Ref: Po 055

Knight Frank House  
41 - 43 Tarbert Street, Alexandra  
Telephone: (03) 448 6935  
Facsimile: (03) 448 9099

3 April 2001

Mr D P Nyhon  
"Long Gully"  
RD 3  
**CROMWELL**

Dear Mr Nyhon

**RE: TENURE REVIEW INVITATION – LONG GULLY**

I acknowledge receipt of your invitation to the Commissioner of Crown Lands to undertake a review of the Long Gully Pastoral Lease in accordance with Part 2 of the Crown Pastoral Land Act 1998.

I have referred the invitation to the Commissioner for his consideration having regard to Section 32 of the Crown Pastoral Land Act. You will be advised of this decision in due course.

Yours faithfully  
**KNIGHT FRANK (NZ) LIMITED**

K R Taylor  
Manager, Alexandra

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**INTERNATIONAL PROPERTY CONSULTANTS**

# Walker MacGeorge & Co.

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

## Barristers & Solicitors

68 Queen Street  
P.O. Box 18  
Waimate  
DX WA 32003  
PH: 03 689 8139  
FAX: 03 689 8475  
ANZ 010893 0064000 12

Case refer: Mr MacGeorge

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CCN/50213/09/12444/A-220

17<sup>th</sup> September 2001

The Manager  
Mr Ken Taylor  
Knight Frank (NZ) Limited  
PO Box 27  
**ALEXANDRA**

Dear Mr Taylor

Re: **CONSENT TO TRANSFER:  
OT338/67 D P NYHON TO BENDIGO STATION LIMITED**

As you are aware, we act for the purchaser seeking consent. Mr Russell Ibbotson has assisted by arranging the purchaser's papers to be filed with you. He has been in touch with me, advising you require some further information.

Dealing with the matters I am aware of:

- Vendor's Application. I am advised this has been filed together with a copy of the purchase agreement. I presume the filing fee has also been paid?
- The purchaser is Bendigo Station Limited. A true copy of the Certificate of Incorporation is attached. I certify that the Directors are John Charles Perriam of Bendigo Station and his wife Heather Lorna Perriam. Both of whom are known to you of course.

The company has only ordinary shares (50,000) and these are held equally between John and Heather.

The registered office is at the offices of Messrs Ibbotson Cooney Limited PO Box 67, Alexandra. Mr Ibbotson attending.

We enclose a copy of the constitution of Bendigo Station Limited.

- Please advise us of the current approved stocking limits for the pastoral lease under purchase.

PARTNERS: Bernard A. MacGeorge LL.B. (Consultant Partner) Duncan H. J. Walker LL.M. (Hons.)  
LEGAL EXECUTIVE: Doreen M. Gardner

**NZ LAW**  
  
An association of  
independent legal  
practices

We apply for exemption from personal residence on behalf of the purchasing company. If any particular form is required to be completed perhaps you could fax same to us please.

✓  
8/2  
0/19

- We will ask Mr Ibbotson to liase with you concerning stock limits the company wishes to have approved.

Bendigo Station was formed to act as a vehicle for the rearrangement of the Perriams' farming affairs. When the Nyhon property purchase arose just recently it was necessary to decide upon how the property would be purchased and for reasons of negotiation the company had to be the purchasing vehicle. Bendigo Station Limited is therefore a shell company at this stage. As we see it the company will own the Nyhon property and stock and plant and the finance will be provided by Rabobank and from the Perriams. It is important that there be no added complexity in matters to hinder the settlement of this transaction. Thus only John and Heather Perriam are the shareholders of the company for purchasing purposes.

A meeting was held earlier this year with the family to look at putting in place arrangements which would provide for the future of the family which includes two farming sons. At this stage the exact final arrangement of holdings has not been finalised. For reasons of financing with the Bank, which is fully supportive and for reasons of estate planning Heather and John will remain the controlling persons. As soon as final decisions are made some rearrangements will be needed. This may or may not involve a transfer of this land. That remains to be considered. It is quite likely matters will be decided simply by the transfer and ownership of an appropriate number of shares in the company. I suggest that you may wish to discuss any of these issues with John Perriam and Russell Ibbotson. In my view those aspects are not critical to the present consent application.

We hold the view that the purchase is beneficial to the public interest and economy in that it will be farmed by a very experienced and proven family and will be helping make provision in due course for the entry of two farming sons as full time farmers. In addition John Perriam is well known for his co-operation and forward thinking when it comes to Crown land protection and environmental issues.

Please let me know what else I can do to assist with the granting of consent.

One other matter: it is critical that consent be given as soon as possible otherwise there could be financial loss to the Perriams because of the particular terms of purchase in this case.

Yours faithfully

**WALKER MacGEORGE & CO.**

Per: *A. A. MacGeorge*

DOCS\BENDIGOSTATION

Copy to: Mr John Perriam, "Bendigo Station", 3 R D, CROMWELL  
Mr Russell Ibbotson, Ibbotson Cooney Limited, PO Box 267, ALEXANDRA