

Crown Pastoral Land Tenure Review

Lease name : HUXLEY GORGE 1

Lease number : PT 106

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

06

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

File Ref: CON 50231/09/12718-1A-ZN0-01 **Report No:** QVV 22(Cant) **Report Date:** 5 /11/2000

Office of Agent: CHRISTCURCH

LINZ Case No: 00/

Date sent to LINZ: 5/11/00

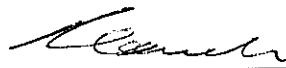
RECOMMENDATIONS

1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard.
2. That the Commissioner of Crown Lands or his delegate **note** that the following incomplete action that requires action by the Manager Crown Property Contracts has been identified:
 - Completion of the land tenure rationalisation (boundary adjustments and peripheral issues) proposals involving Conservation land and the Huxley Gorge leases (P106 and P139) identified in the report dated 30 March 1987 referred to in the Land Status Report as a matter for further consideration.
3. That the Commissioner of Crown Lands or his delegate **note** that no potential liabilities have been identified.
4. That the Commissioner of Crown Lands or his delegate **note** the following matters:
 - (a) As indicated in the Land Status Report a full survey would be required to define marginal strips upon disposition.
 - (b) That in 1998 Pukaki Horse Treks Ltd expressed interest in obtaining a recreation permit [and may have applied for a permit] but nothing more appears to have eventuated.
 - (c) The lessee holds two ex NZFS leases over Reserves 3341 and 3342 (Otago Land District) and 3343 (Canterbury Land District).
 - (d) That the Recreation permit for hunting purposes held by *Glen Lyon Ltd* expired on 30 June 2000 but the activity may be "running on".

Signed by Sub - Contractor:

Signed by Contractor


Name: D. McGregor
McGregor Property Services Limited
Accredited Agent


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

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

Name:
Date of Decision: / /

1. Details of Lease:

Lease Name: Huxley Gorge.

Location: Lake Ohau, North Otago.

Lessees: Huxley Gorge Limited.

Tenure: Pastoral Lease pursuant to Section 66 of the Land Act and registered under Section 83 of the Land Act 1948.

Term: 33 years from 1 July 1993 (Expires 30 June 2026).

Annual Rent: [REDACTED]

Rental Value: [REDACTED]

Date of Next Review: 30 June 2004.

Land Registry Folio Ref: CL 529/213 (Canterbury Land District).

Legal Description: Run 314, Block XVI Mueller survey District, Blocks III, VI, IX, X, XIII and XIV Ward Survey District and Blocks III and VII Hopkins Survey District

Area: 6860ha

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
Pc 106	1	1	17.01.1961	63	June 1999
Pc 106	2-	-	02.09.1999	-	01.07.2000
TR Pt 106.01	1	1	08.04.1993	11	11.06.1998
TR Pt 106.01	2	-	08.04.1993	-	21.01.2000
TR Pt 106.01	2	2	01.09.1998	30	26.01.2000
TR Pt 106.03	2	-	23.07.1999	-	29.07.1999

Files held by Agent Quotable Value New Zealand

File Reference	CON 50231/09/12718/1-ZNO-01
Volume	1
First Folio No	1
Date	August 2000
Last Folio No	File Current (contains extracts of Tenure Review files)
Date	-

3. Summary of Lease document: [CL 529/213]**3.1 Terms of Lease**

The Pastoral Lease, registered on 11 September 1962 as CL 529/213, was issued to Huxley Gorge Limited for a term of 33 years from 1 July 1960 at the Annual rental of \$80.00 based on the Stock Limitation of 1100 wethers for 12 months and 55 breeding cows. On expiry the lease was renewed for

a further term of 33 years from 1 July 1993 on the basis of the Annual rental for the first 11 years being [REDACTED] based on the Rental Value [REDACTED]

Stock limitation in Lease:

1100 wethers for 12 months and 55 Breeding cows

Commencement Date:

1 July 1960, renewed for a further period of 33 years 1 July 1993 by Memorandum of Variation No A117075/1

Special Conditions of Lease:

1) Clause 14 of the lease document states:

“That whereas the land hereby leased is farmed in conjunction with the land in Pastoral Lease No 149 [since changed to P139] which said land is situated in the Otago Land District it is a special condition of this lease that no transfer thereof will be consented to by the Land Settlement Board unless such transfer also include the said Pastoral Lease No 149”.

2) The lease plan contains a notation and the lease itself contains a memorial that the lease is subject to the provisions of Section 58 of the Land Act 1948.

3.2 Area adjustments

No. 51561/1 – redefinition and reduction of area in lease to 6860ha 19 September 1975

3.3 Registered Interests

There are no mortgages or any other registered interests recorded against this Lease.

3.4 Unregistered Interests

Recreation Permits

1) *Glen Lyon Ltd*

The file records that Glen Lyon Ltd holds recreation permits for the following activities conducted over parts of this leasehold land:-

- i) Hunting operations. Term 1 year from 1 July 1999 – [may be running on?]
- ii) Fishing 4WD Vehicle Tours and horse trekking. Term 9 years from 1 July 1999 (Expiring 30 June 2008).

2) *Glacier Southern Lakes Helicopters Limited*

Holds Recreation permit for helicopter sightseeing landings commencing 1 January 1994 (Expiring 31 December 2005).

Residence site Licence

Glentanner Park (Mt Cook) Ltd.

Holds a Residence Site licence for 15 years from 1 January 1995 (Expiring 31 December 2009).

Unsecured debts

Information unknown.

A search copy of the lease is attached as Appendix 1

4. Summarise any Government programmes approved for the lease:

There is no indication that this property has ever been involved in Run Plan proposals that have translated to a Land Improvement Agreement or the Rabbit Land Management Programme.

5. Summary of Land Status Report:

The Land Status Report by Knight Frank (NZ) Ltd dated 19 October 1998 confirms the status is Crown land under the Land Act 1948, leased pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as CL529/213.

The land is held in conjunction with Pastoral lease 149 (now 139) in the Otago Land District and no transfer can take place unless it includes Pastoral lease 149 (now 139) – See Clause 14 of Lease. The land is also subject to Part IVA of the Conservation Act 1987 upon disposition.

Knight Frank (NZ) Ltd identified the following issues from a report dated 30 March 1987 [P106 fol 62] that may require further investigation as part of the Tenure Review process for both Huxley Gorge leases P106 and P139/P149 (Canterbury / Otago [CL's 529/213 and 386/33 respectively]):-

- (a) Huxley Gorge to surrender land hatched yellow.
- (b) Grassed areas of presently gazetted State Forest (hatched red) to be incorporated in Pastoral leases P106 and P149 (P139).
- (c) The Pastoral leases to be amended removing the lessees' right under section 100 Land Act to take native timber for certain uses and further acknowledging the importance of the areas of native bush on the leases and the need to preserve them from undue stock damage.
- (d) Inclusion of a further covenant [clause] in the lease granting the public the right to wander on foot at will on the leased land upstream of the black lines pecked across the Hopkins River. This acknowledges the area's current importance in terms of recreation and avoids the necessity to lay of access ways for important and well used trails.
- (e) The exchange currently under consideration for land in Glen Lyon Station lease to be surrendered and incorporated in Huxley Gorge is separate to this exchange but would be subject to agreement along these lines and is being made with Glen Lyon Station Ltd for those reasons.
- (f) Preservation of existing hut sites will need to be allowed for.
- (g) Two areas of grass leased from NZFS are not included in this exchange [Part Temple State Forest and Huxley River Flats of Huxley State Forest]. It is considered appropriate to grant perpetual rights to this grazing. Any right should be reviewed, as at present, at regular intervals.

NB: At present the lessee holds a forestry lease over Reserve 3342 and 3343 on a year to year basis which is currently managed by DOC. Reserve 3343 adjoins Huxley Gorge (Canterbury) and Reserve 3342 is farmed as part of the Huxley Gorge (Otago) lease. Reserve 3341 is also farmed in conjunction with Huxley Gorge (Otago) and leased on the same basis as for the two reserves referred to above.

Note : We could not locate the plan referred to in the report dated 30 March 1987 (folio 62 on p106).

The Minerals remain with the Crown as the land has never been alienated since the original acquisition.

A copy of the Land Status Report is attached as Appendix 2. Report of 30 March is part of Appendix 3.

6. Review of Topographical and Cadastral data:

Both maps attached to Land Status Report show there are no communication sites, long distance transmission power supply lines, known huts or historic sites.

6.1 Marginal Strips:

The pastoral lease is subject to the provisions of Section 58 of the Land Act 1948 by memorial on the lease CL 529/213. The memorial has no substance unless a marginal strip is laid off by definition on a plan in the Chief Surveyor's records.

The Hopkins River is clearly depicted on SO 13326 [1975] without any strip having been laid off. No notation exists on that plan.

Full survey would be required to define any marginal strips upon disposition.

6.2 Fenced Boundaries v Legal Boundaries:

The property is bounded by the Neumann Range on the east and the Huxley Forest (Conservation land) on the majority of the west boundary. Parts of the Forest margins are grazed and held by Huxley Gorge Ltd under lease from the former N.Z. Forest Service (now DOC). Land Tenure Rationalisation initiated in the early 1980's identified this locality for consideration and since the renewal of the Glen Lyon lease boundary adjustments have been promoted but not been formalised or completed.

Refer also Clause 8.1 below. Copies of the Forestry leases are attached as Appendix 3.

7. Details of any neighbouring Crown or Conservation land:

The Department of Conservation advised tentatively that all marginal strips and Crown land within and adjoining the Huxley Gorge (two leases) and Glen Lyon be considered in conjunction with Tenure Review. Resolution of the grazing leases could see the possible inclusion of land remaining in productive use into the lease.

The rationalisation of boundaries of the pastoral lease and Conservation land is addressed in the report of 30 March 1987 (*folio 62 on P106*).

8. Summarise any uncompleted actions or potential liabilities:**8.1 Boundary adjustments with Conservation land and peripheral issues**

As early as the late 1970's early 1980's the Crown had contemplated rationalisation of the Run and then State Forest boundaries and had discussions with the lessee.

LSB (HOC) Case No. 1985/230 of 28 January 1986 approved the renewal of Glen Lyon Pastoral lease (run with this lease), among other things, the CCL being authorised to undertake post renewal negotiations to (in association with the then CCL Dunedin and Conservator of Forests) formulate an agreement with the lessees (of Glen Lyon and Huxley Gorge) for an exchange of or adjustment of boundaries provision of public access and other like matters as may emerge in considering the Huxley Runs (*relevant folios 686, 703 and 708 on P7 - Glen Lyon*).

As a follow up to that decision consultation culminated in the report dated 30 March 1987 (*referred to in the Land Status report and at folio 62 on P106*) the contents of which had been discussed with the lessees. Further discussion with the lessee of Huxley Gorge in November 1987 (*file note of 11 November 1987 on P106*) considered that the land tenure objectives could be completed by way of a management agreement between DOC/ Landcorp (Crown's agent) and the lessee to overcome the survey and legalisation costs. It was left for DOC to arrange a joint inspection to coincide with the renewal inspection of P139 while the conditions for a management agreement were fine-tuned but that action did not occur. In 1993 Landcorp approached the lessee and obtained an indication of his willingness to consider an exchange of property rights (*letter of 8 April 1993 and lead up correspondence under on P106*). No further action has been undertaken to progress the proposals.

Copies of relevant folios attached as Appendix 4.

APPENDICES

- 1. Search copy of Lease document.**
- 2. Copy of Land Status Report and accompanying report of 30 March 1987 [P106 folio 62].**
- 3. Copy of Forestry leases.**
- 4. Copies of relevant folios from file – Boundary adjustments etc with Conservation land etc.**

APPENDIX 1

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

(L. and S. B.-4

NEW ZEALAND

Entered in the Register-book, Vol. 529, fol. 215

Issued as a Removal of (or in Exchange for) from

registered in Vol. fol.

CANTERBURY LAND DISTRICT

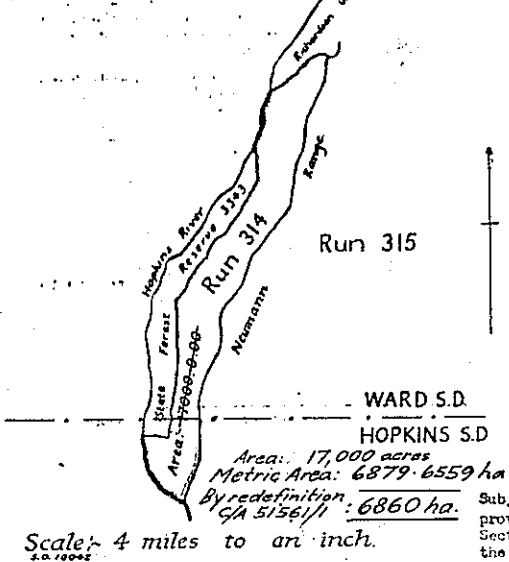
the 11th day of SEPTEMBER



Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P.106

This Deed, made the first day of July, one thousand nine hundred and sixty between His Majesty the King (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and RUXLEY GEORGE LTD (INC) a duly incorporated company having its registered office at Timaru



(who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part. WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee ALL that piece or parcel of land containing by admeasurement Seventeen Thousand (17,000) acres roads and perches, a little more or less, situated in the Land District of Canterbury and being Run 314 situated in Ward and Hopkins Survey Districts, Mackenzie County

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and sixty

Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Canterbury the clear annual rent of forty pounds (£40.0.0) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) by a deposit of (£) (the receipt of which sum is hereby acknowledged) and thereafter (£) 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 rent.

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 named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Canterbury (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1923.
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, 1925.
7. THAT the Lessee will clean and clear from woods 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, 1923, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the New Zealand Forest Service shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.

13. & 14. See back hereof.

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

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
(b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1918) 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 authorised 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 100 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any dwelling-house. Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
(c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 96 (3) of the Land Act, 1918, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by that section 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.

529/213 152

- (d) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (e) 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) Crop such area 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 clovers and grasses to the satisfaction of the Commissioner.
- (f) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock, and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed - sheep on a basis of a count of one for a dry sheep and of one and a half for breeding ewes.
- (g) 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 levy, or other payments due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 116 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.
- (h) 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.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

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

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

Witness: Bleney
 Occupation: Stock Lands and Survey Department
 Address: Blackburn

R. Hampton
 Assistant Commissioner of Crown Lands

LAND & DEEDS	
Name:	PL
File:	ccc
Date:	11 SEP 1962
Time:	2.20h
Fee:	15/-
Abstract No:	5283

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

Witness: _____
 Occupation: _____
 Address: _____

The COMMON SEAL of HUXLEY GORGE LIMITED, as lessee, was hereunto affixed in the presence of:

20/10
W. G. Kelly



- 13. That without derogating from or restricting the covenants contained in Clause 4 hereof and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the said land more than 1100 wethers and 55 breeding cows PROVIDED HOWEVER that the Lessee may with the prior written consent of the Board carry such additional stock on such terms and conditions as may be therein specified subject nevertheless to the right of the Board to revoke or vary such consent at any time.
- 14. That whereas the land hereby leased is farmed in conjunction with the land in Pastoral Lease No. 149 which said land is situated in the Otago Land District it is a special condition of this lease that no transfer thereof will be consented to by the Land Settlement Board unless such transfer also includes the said Pastoral Lease No. 149.

Subject to the provisions of Section 58 of the Land Act 1948

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.
A. Simpson A.L.R.

No. A117075/1 Variation and extension of the term of within lease to 1.7.2026 - 9.6.1994 at 11.54am

C. Joly FOR A.L.R.

Errat
CP
 Gazette Notice 51553/1 revoking the the reservation as a reserve for gravel purposes - 19.9.1975 at 9.01 a.m.

No. 51561/1 Certificate of Alteration decreasing the area of the within land to 6860 hectares - 19.9.1975 at 9.06 a.m.

[Signature]
 A.L.R.

APPENDIX 2

KNIGHT FRANK (NZ) LIMITED

Appendix A

This report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50178 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT for HUXLEY GORGE (Pc 106)				<i>[LIPS ref.12718]</i>
Property	1	of	1	

Land District	Canterbury
Legal Description	Run 314, situated in Block XVI Mueller Survey District, Blocks III, VI, IX, X, XIII & XIV Ward Survey District and Blocks III and VII Hopkins Survey District.
Area	6860 hectares
Status	Crown Land subject to the Land Act 1948
Instrument of lease	Pastoral Lease 529/213 pursuant to Section 66 as registered under Section 83 Land Act 1948.
Encumbrances	Held in conjunction with Run 149 (Otago Land District) and no transfer can take place unless it includes Run 149 (see clause 14 of Lease). Subject to Part IVA of the Conservation Act 1987 upon disposition.
Mineral Ownership	Minerals remain with the Crown as the land has never been alienated since its acquisition for Settlement purposes from the former Maori owners under the Kemp purchase in 1848.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	19 October 1999	<i>Bradley</i>
[Certification Attached]	Yes	

Prepared by	Murray Bradley
Crown Accredited Agent	Knight Frank (NZ) Limited

LAND STATUS REPORT for HUXLEY GORGE (Pc 106)				[LIPS ref.12718]
Property	1	of	1	

Research Data: Some Items may be not applicable

Property	1	of	1	
SDI Print Obtained	Yes			
NZMS 261 Ref	Pt H37 & H38			
Local Authority	MacKenzie District			
Crown Acquisition Map	Kemp Purchase			
SO Plan	SO 13326			
Relevant Gazette Notices	N/A			
CT Ref / Lease Ref	Pastoral Lease 529/213			
Legalisation Cards	No actions Recorded on SO 13326			
CLR	N/A			
Allocation Maps (if applicable)	N/A			
VNZ Ref - if known	25320 - 03200			
Crown Grant Maps	N/A			
If Subject land Marginal Strip:	<p>Note: Lease 529/213 and SO 13326 are subject to the provisions of Section 58 of the Land Act 1948. The Hopkins River is clearly depicted on SO 13326 (1975) without a one chain strip having been laid off. In view of LINZ letter dated 13 November 1997 regarding 'Lilybank' and Ministerial Co-ordinating Committee/State Owned Enterprises paper 271 dated 31 March 1987 (Dept of Justice) it would appear this memorial to have no substance unless a one chain strip was laid of by definition on a plan in the Chief Surveyors records.</p>			
a) Type [Sec 24(9) or Sec 58]				
b) Date Created				
c) Plan Reference				

LAND STATUS REPORT for HUXLEY GORGE (Pc 106)				<i>[LIPS ref.12718]</i>
Property	1	of	1	

Research – continued

Property	1	of	1	
If Crown land - Check Irrigation Maps.				N/A
Mining Maps				No current Mining privileges identified within the run boundaries.
If Road				
a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989				a) Road shown on SO 13326 from BM 181 (May 1909) by Crown grant and or Section 110 A Public Works Act 1981
b) By Proc				b) Nil
Other Relevant Information				
a) Concessions - Advice from DOC or Knight Frank.				(a) Recreation Permit application by Pukaki Horse Treks Limited (Oct 1998 - No conclusion)
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998.				Glen Lyon Limited hold recreation permits for the following activities:
c) Mineral Ownership				(i) Hunting operations: Term 1 yr from 01/07/99; (ii) Fishing, 4WD Vehicle Tours, and Horse Treking: Term 9 yrs from 01/07/99.
d) Other Information				(b) Subject to Part 9 Ngai Tahu Claims Settlement Act 1998. (c) Minerals are owned by the Crown because the Land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the Kemp purchase 1848. Contained in:- PR347 (1912) Run 93a (earliest Lease available after Canterbury Gazette 1864 Page 160 - 163 (Nos 307, 315, 479, 480, 534 - 538), Confirmation of runs under the Canterbury Land Regulations. (i) We note that the lease is subject to a covenant (clause 14) which states that the lease is farmed in conjunction with P149 and cannot be Transferred unless such transfer includes the said Pastoral Lease p149. (ii) Twizel School Camp lease not yet finalised.
				The following issues have been identified on a report dated 30/03/1987 (folio 62) that may require further investigation as part of the tenure review process for both Huxley Gorge leases.

LAND STATUS REPORT for HUXLEY GORGE (Pc 106)
ref.12718]

[LIPS

Property 1 of 1

(iiia) Huxley Gorge to surrender land hatched yellow.

(iiib) Grassed areas of presently gazetted State Forest (hatched red) to be incorporated in the pastoral leases. (Pc 106 & Po 149)

(iiic) The pastoral leases to be amended removing the lessees right under Sec. 100 Land Act to take native timber for certain uses and further giving acknowledgement to the importance of the native bush on the leases and the need to preserve these from undue stock damage.

(iiid) Inclusion of a further covenant (clause) in the lease granting the public the right to wander on foot at will on the leased land upstream of the black lines dotted across the Hopkins River.

This acknowledges the importance of the area currently as a recreation area - avoids any necessity to lay off accessway in important and well used trails.

(iiie) The exchange currently under consideration for land in Glen Lyon Station lease to be surrendered and incorporated in Huxley Gorge is separate to this exchange but would be subject to agreement along these lines and being made with Glen Lyon Station Ltd for those reasons.

(iiif) Preservation of existing hut sites will need to be allowed for.

(iiig) Two areas of grass currently leased from the NZFS are not included in this exchange (Pt. Temple SF and Huxley River Flats of the Huxley State Forest).

It is considered appropriate to grant perpetual rights to this grazing. Any rights should be reviewed, as at present, at regular intervals.

N.B. At present the lessee holds a forestry Lease our Reserve 3342 and 3343, on a year to year basis which is currently managed by DOC. Reserve 3343 adjoins Huxley Gorge (Canterbury) and Reserve 3342 is farmed as part of Huxley Gorge (Otago) lease. Reserve 3341 is also farmed in conjunction with Huxley Gorge (Otago) and leased on the same basis as for the two reserves referred to above.

Note:- We could not locate the plan which is referred to in the report dated 30/03/1987 (folio 62).

KNIGHT FRANK (NZ) LIMITED

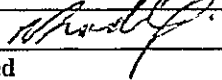
Appendix B

This land status report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50178 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT for HUXLEY GORGE (Pc 106)				[LIPS ref.12718]
Property	1	of	1	

Land District	Canterbury	✓
Legal Description	Run 314, situated in Block XVI Mueller Survey District, Blocks III, VI, IX, X, XIII and XIV Ward Survey District and Blocks III and VII Hopkins Survey District.	✓ ✓ ✓
Area	6860 hectares	✓
Status	Crown Land Subject to the Land Act 1948.	✓
Instrument of lease	Pastoral Lease 529/213 pursuant to Section 66 as registered under Section 83 Land Act 1948.	✓
Encumbrances	Held in conjunction with Run 149 (Otago Land District) and no Transfer can take place unless it includes P149 (see clause 14 of lease). Subject to Part IVA of the Conservation Act 1987 upon disposition.	✓ ✓
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.	✓

Data Correct as at	19 October 1999
[Certification Attached]	Yes

Prepared by	Murray Bradley 
Crown Accredited Agent	Knight Frank (NZ) Limited

Certification:

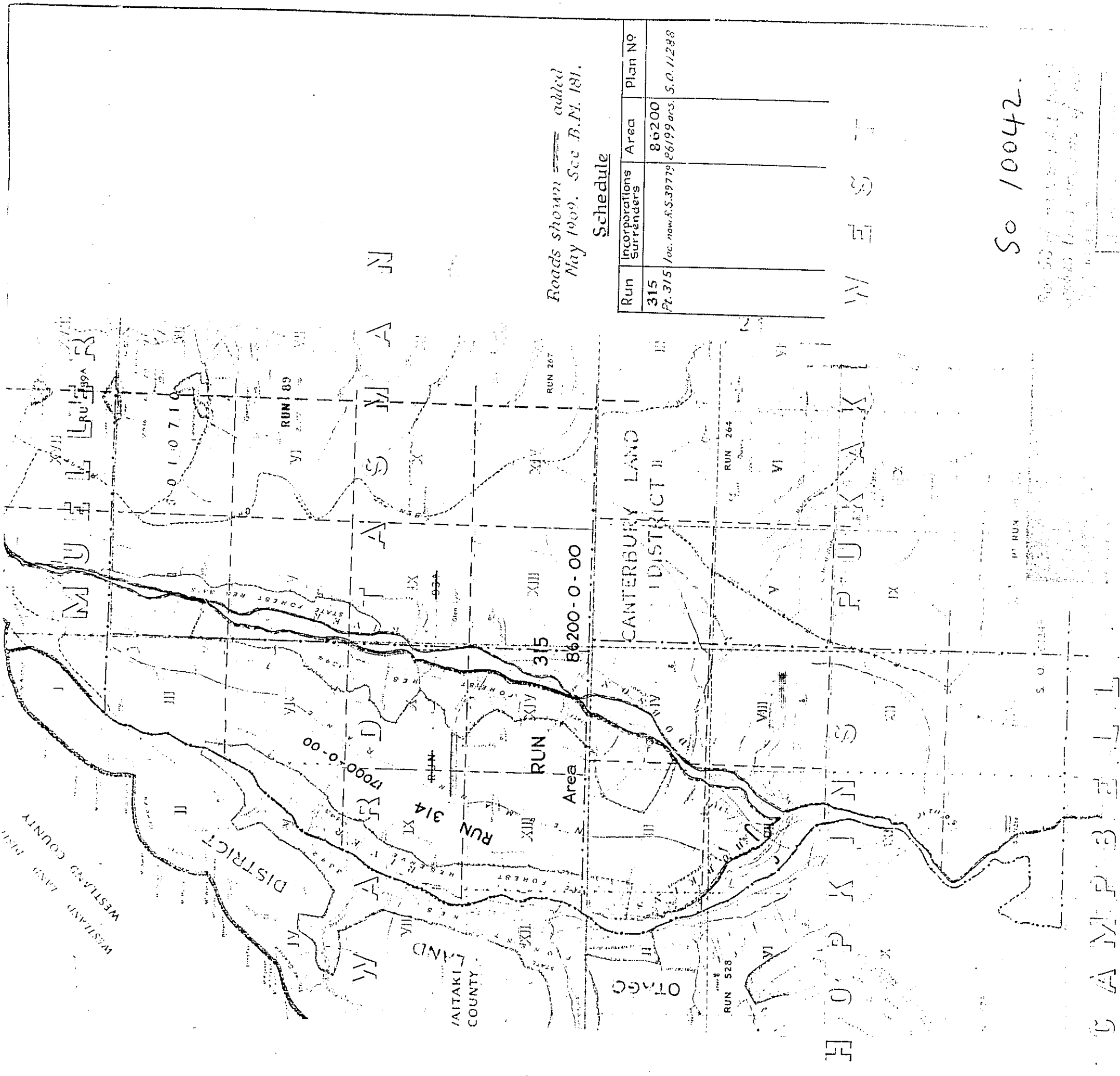
Pursuant to section 11(1)(i) of the Survey Act 1986 and acting under delegated authority of the Surveyor-General pursuant to section 11 (2) of that act, I hereby certify that the land described above is; Crown Land subject to the Land Act 1948.

R. Moulton

Date *27 10* /1999

.....
R Moulton, Chief Surveyor
Land Information New Zealand, Christchurch

John...



Roads shown added
May 1909. See B.M. 181.

Schedule

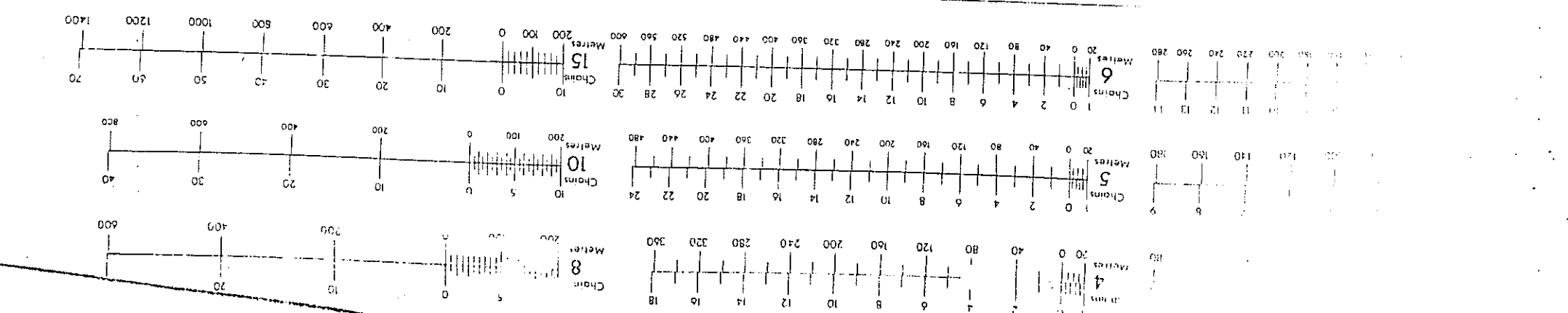
Run	Incorporations Surrenders	Area	Plan No
315 Pt. 315	/acc. now. S. 39779; 86199 accs. S.O. 11288	86200	

WEST

So 10042.

See 557 of ...
...
...

CAMPBELL



Appellation	Schedule	
	Former Area (ha)	New Area (ha)
Run 314	6879.6559	6860.0
Run 290	7545.7684	7600.0
Run 310	9244.6388	9883.0
Run 264	9064.9583	9039.0
Pt Run 267	7377.4192	7310.0
Pt Run 89	8417.4613	8620.0
Run 89A	4309.9020	4218.0
Pt Run 315	34881.0113	31800.0
R. 3343	2063.8967	2558.0
R. 3344	3642.1707	3290.0
R. 3345	1011.7141	137.0
R. 3346	60.7028	137.0
R. 3349	80.9371	65.0
R. 3350	141.6399	102.0

For boundary and road definition and adjoining appellations see diagram sheets 2-5

Runs 89, 290, 310 & 314 and Part Runs 89 & 315 are subject to Sec 55 of the Land Act 1948 along all rivers and streams over 3 metres wide.

Origin - Mt Horrible 700000 mN
 Timaru Circuit Coordinates
 Datum Old Geostatal

Total Area 92332.0 ha

Comprised in Gaz's 1898 p. 1457 & 1911 p. 1048, C.L's 529/12, 529/19, 529/21, 529/22, 529/23, 529/24, 529/25, 529/26, 529/27, 529/28, 529/29, 529/30, 529/31, 529/32, 529/33, 529/34, 529/35, 529/36, 529/37, 529/38, 529/39, 529/40, 529/41, 529/42, 529/43, 529/44, 529/45, 529/46, 529/47, 529/48, 529/49, 529/50, 529/51, 529/52, 529/53, 529/54, 529/55, 529/56, 529/57, 529/58, 529/59, 529/60, 529/61, 529/62, 529/63, 529/64, 529/65, 529/66, 529/67, 529/68, 529/69, 529/70, 529/71, 529/72, 529/73, 529/74, 529/75, 529/76, 529/77, 529/78, 529/79, 529/80, 529/81, 529/82, 529/83, 529/84, 529/85, 529/86, 529/87, 529/88, 529/89, 529/90, 529/91, 529/92, 529/93, 529/94, 529/95, 529/96, 529/97, 529/98, 529/99, 529/100

This plan represents the most accurate planimetric definition available at this date of the boundaries of the lands (as above)

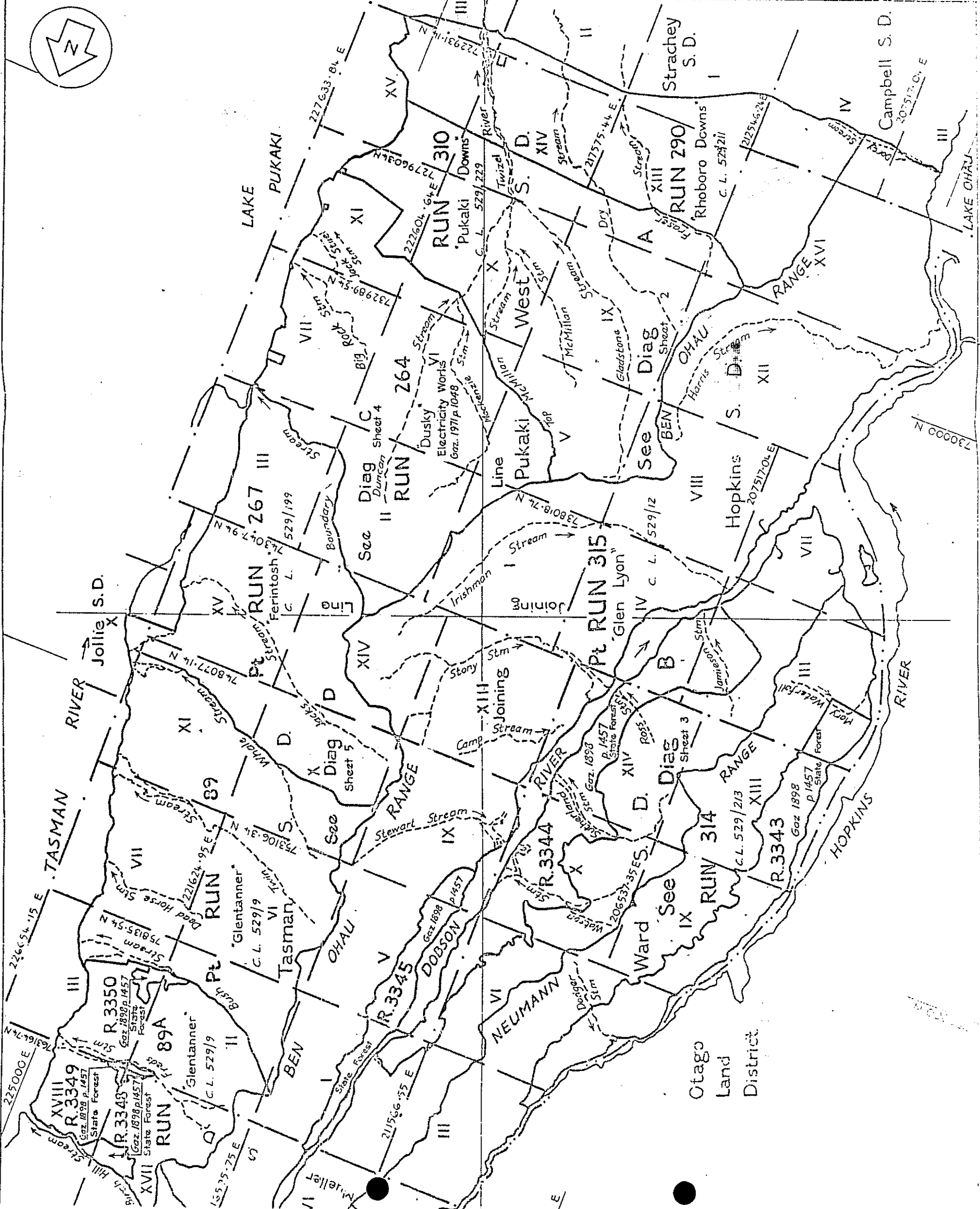
Dated 27th 1974

Chief Surveyor

Refer to Plans See Sheets 2-5

Approved as to Survey

See Above



LOCAL AUTHORITY MACKENZIE COUNTY
 Compiled in Survey Office
 Scale 1:100000 Date March 1974

Reserves 3343, 3344, 3345, 3348, 3349
 & 3350, Runs 89A, 264, 290, 310 & 314,
 and Part Runs 89, 267 & 315

Approved as to the incorporation into Run 290 of the Crown Land shown in Diagram Z:

Commissioner of Crown Lands.

16/17/75

All reference plans are large except S.O's 13062, 13063 & 11288
All roads are legal 20' wide unless otherwise stated.

Total Area
Comprised in

This plan represents the most accurate planimetric definition available at this date of the boundaries shown hereon.

Dated 27/7/1975

Chief Surveyor

Field Book
Traverse Book
Topo's 55T 52, 50's 11236, 11288
Reference Plans S.O's 5620, 5624-5625, 7214, 10514, 13062 & 13063 B.M. 181, Topo's ST & 62T. Photogram Plots 599 & 5100
Examined by C.S. 225 Carter

Approved as to Survey

See Above
Chief Surveyor

Deposited this day of 19

District Land Registrar

SO 15326

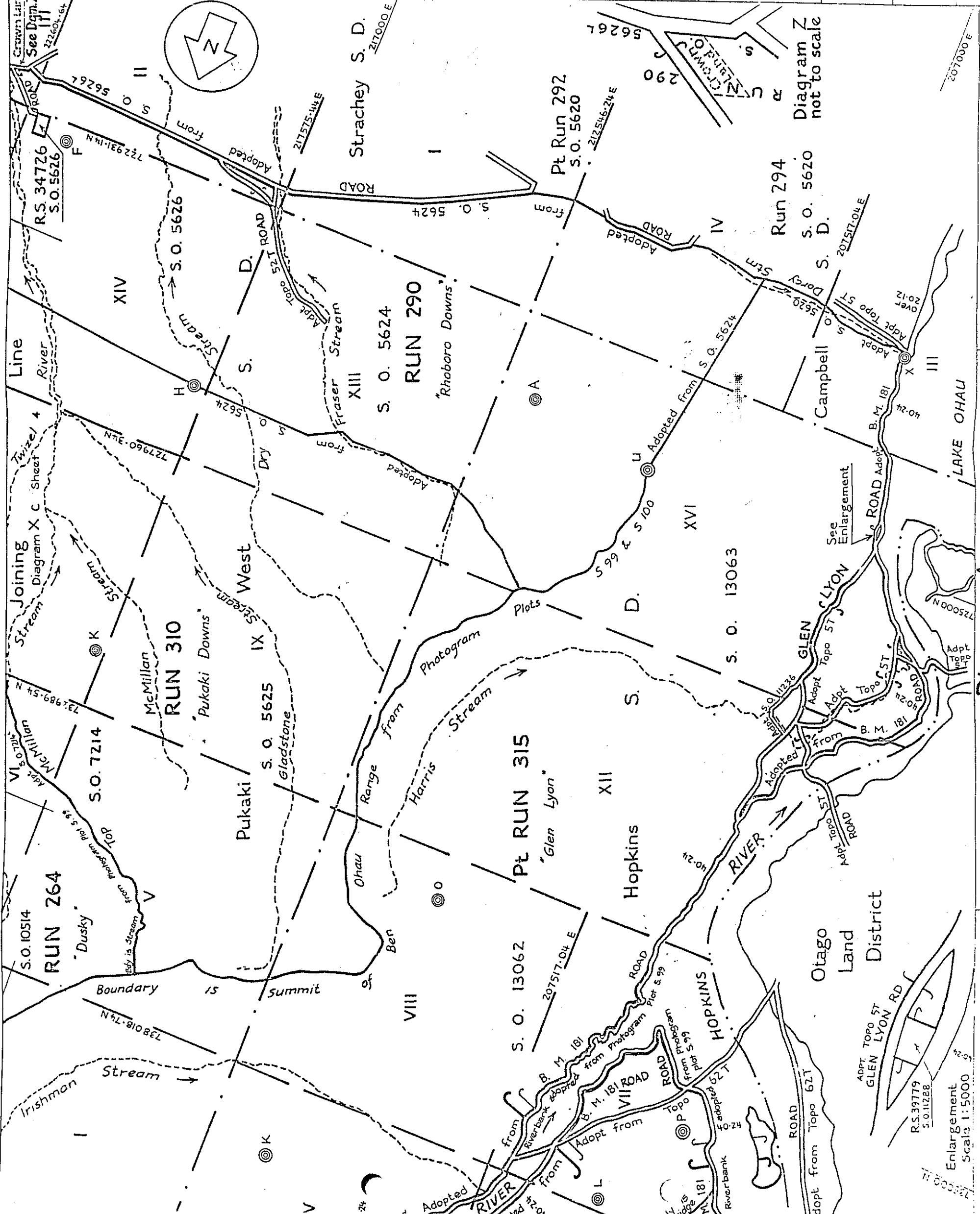


Diagram A

LOCAL AUTHORITY MACKENZIE COUNTY

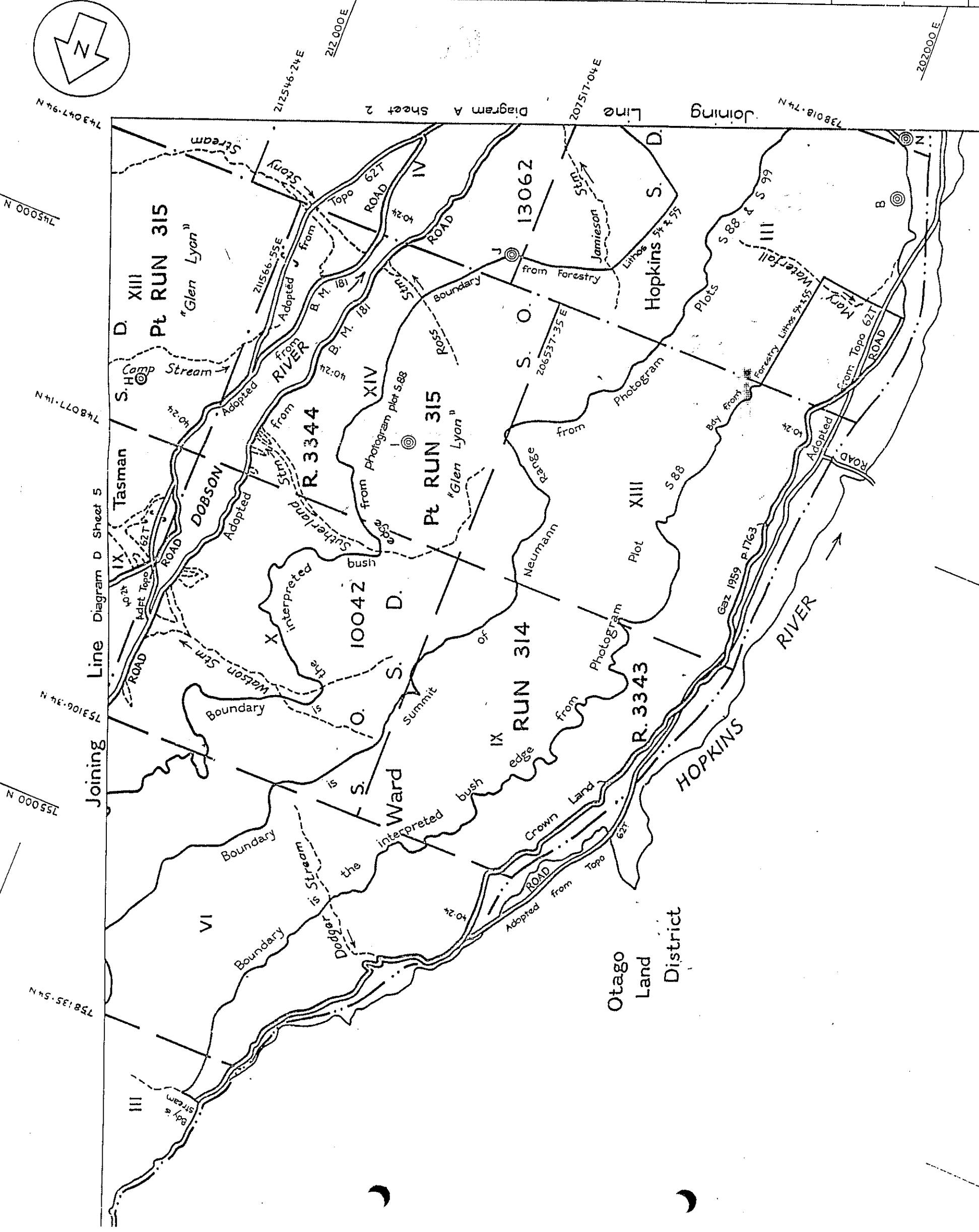
Compiled in Survey Office

Scale 1 : 50 000 Date March 1974

DISTRICT CANTERBURY

See face

177 SHEET 4 S 99 & 100



Approvals

All roads are legal, 20-12 wide unless otherwise stated

Total Area
Comprised in

This plan represents the most accurate planimetric definition available at this date of the boundaries shown hereon

Dated 17/11/74 Chief Surveyor

Field Book n Traverse Book p
Reference Plans S.O.'s 10042 & 13062 B.M. 181
Topo 62T Photogram Plots S.88, S.89, S.99 & S.100
Examined by C.R.205 Corrected by J.H. Fleming

Approved as to Survey

See Above Chief Surveyor

Deposited this day of 19

District Land Registrar

SO 13326

Sheet 3 of 5 sheets

LOCAL AUTHORITY MACKENZIE COUNTY
Compiled in Survey Office

Scale 1 : 50 000 Date March 1974

Diagram B

TRICANTERBURY
1:50,000 Scale

17 SHEET NO. S 38, 89, 99, 100

Approved as to the incorporation into Run 290 of the Crown Land shown in Diagram Y:

Commissioner of Crown Lands

16/7/75

Approved as to the incorporation into Run 310 of the Crown Land shown in Diagram Z:

Deputy Asst. Commissioner of Crown Lands.

16/5/75 / Z.G.

All roads are legal and 20.12 or over wide

Total Area (comprised in)

This plan represents the most accurate planimetric definition available at this date of the boundaries shown hereon

Dated 27/7/1975 Chief Surveyor

Field Book p. Traverse Book p. 50's 803 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 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1839 1840 1841 1842 1843 1844 1845 1846 1847 1848 1849 1850 1851 1852 1853 1854 1855 1856 1857 1858 1859 1860 1861 1862 1863 1864 1865 1866 1867 1868 1869 1870 1871 1872 1873 1874 1875 1876 1877 1878 1879 1880 1881 1882 1883 1884 1885 1886 1887 1888 1889 1890 1891 1892 1893 1894 1895 1896 1897 1898 1899 1900 1901 1902 1903 1904 1905 1906 1907 1908 1909 1910 1911 1912 1913 1914 1915 1916 1917 1918 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000

Approved as to survey

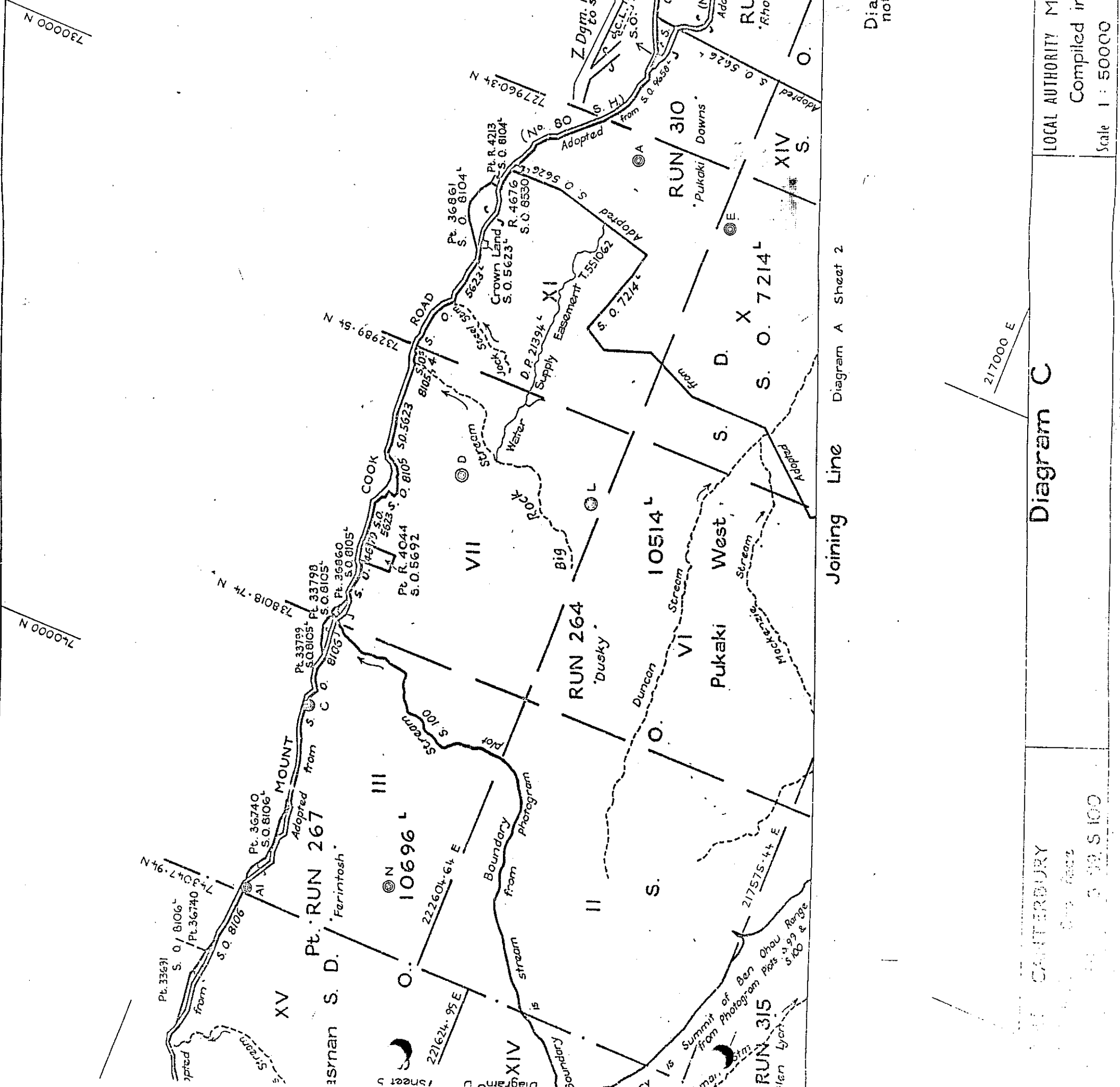
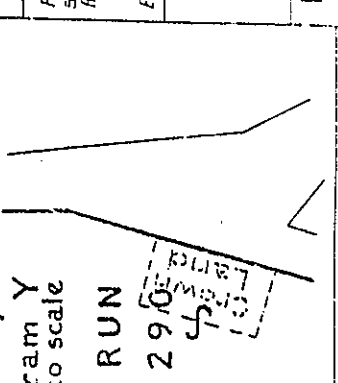
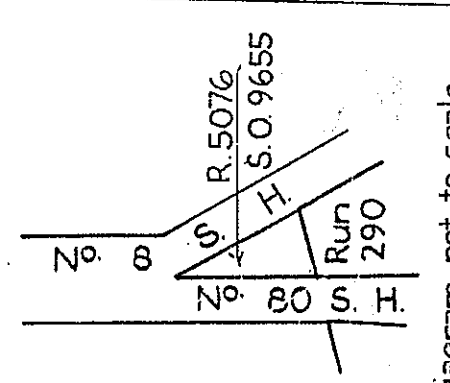
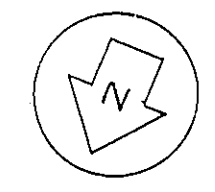
See Above

Chief Surveyor

Reported this day of

Date 10/1/1975

Sheet 10103



LOCAL AUTHORITY MACKENZIE COUNTY
 Compiled in Survey Office
 Scale 1 : 50000 Date April 1974

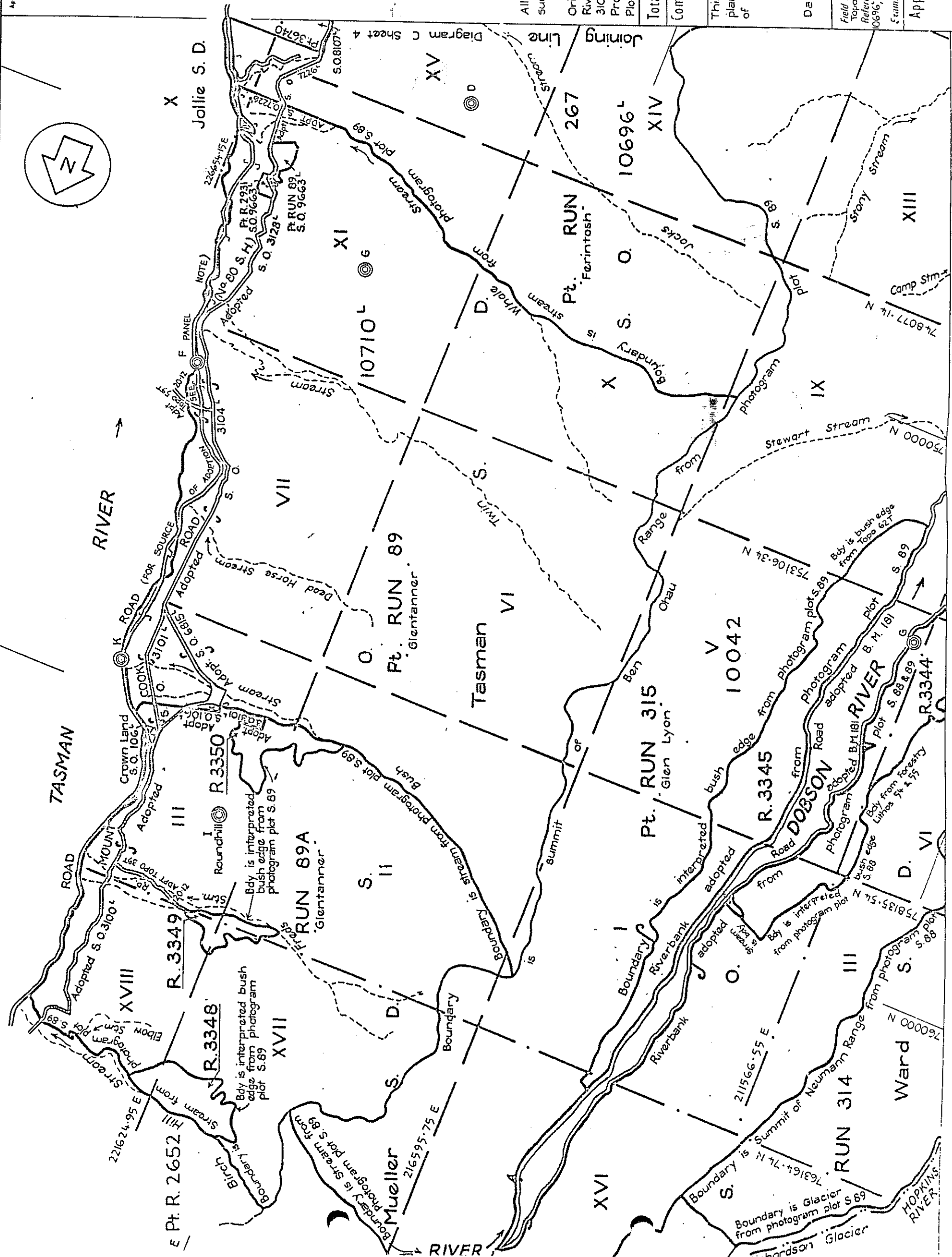
Joining Line Diagram A Sheet 2

Diagram C

CANTERBURY

9 99 5 100

REMICROFILMED May 1976, SERIALIZED 30 123 1976



Approved

All roads are legal and 40.24 wide unless surveyed or noted otherwise

Original Riverbank and Road along Tasman River adopted from Topos 39T & 59T, S.O.s 3100^L, 3101^L, 3104^L, 4677 & 4678, B.M.181 & Misc. Roll 277
 Present Riverbank adopted from Photogram Plot S. 89

Total Area
 Comprised in

This plan represents the most accurate planimetric definition available at this date of the boundaries shown hereon

Dated 17/7/1975
 Chief Surveyor

Field Book
 Topo 63T, S.O.s 106, 6819, 7226, 9663
 Reference Plans S.O.s 3100, 3101, 3104, 3128, 4677, 4678, 1004, 10696, 10710, B.M.181, Topos 39T, 59T, Photogram Plots S88, S89
 Examined & determined correct C.B.205
 Chief Surveyor

Approved as to Survey

See Above
 Chief Surveyor
 Deposited this day of 19

Joining Line Diagram B Sheet 3

LOCAL AUTHORITY MACKENZIE COUNTY
 Compiled in Survey Office

Diagram D

SUBJECT CANTERBURY
 DIST. See above



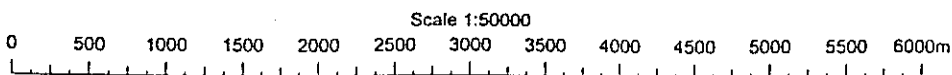
RUN 314
SO 10024
(6860 ha)

Hopkins
River
LEGAL
ROAD

JOINING

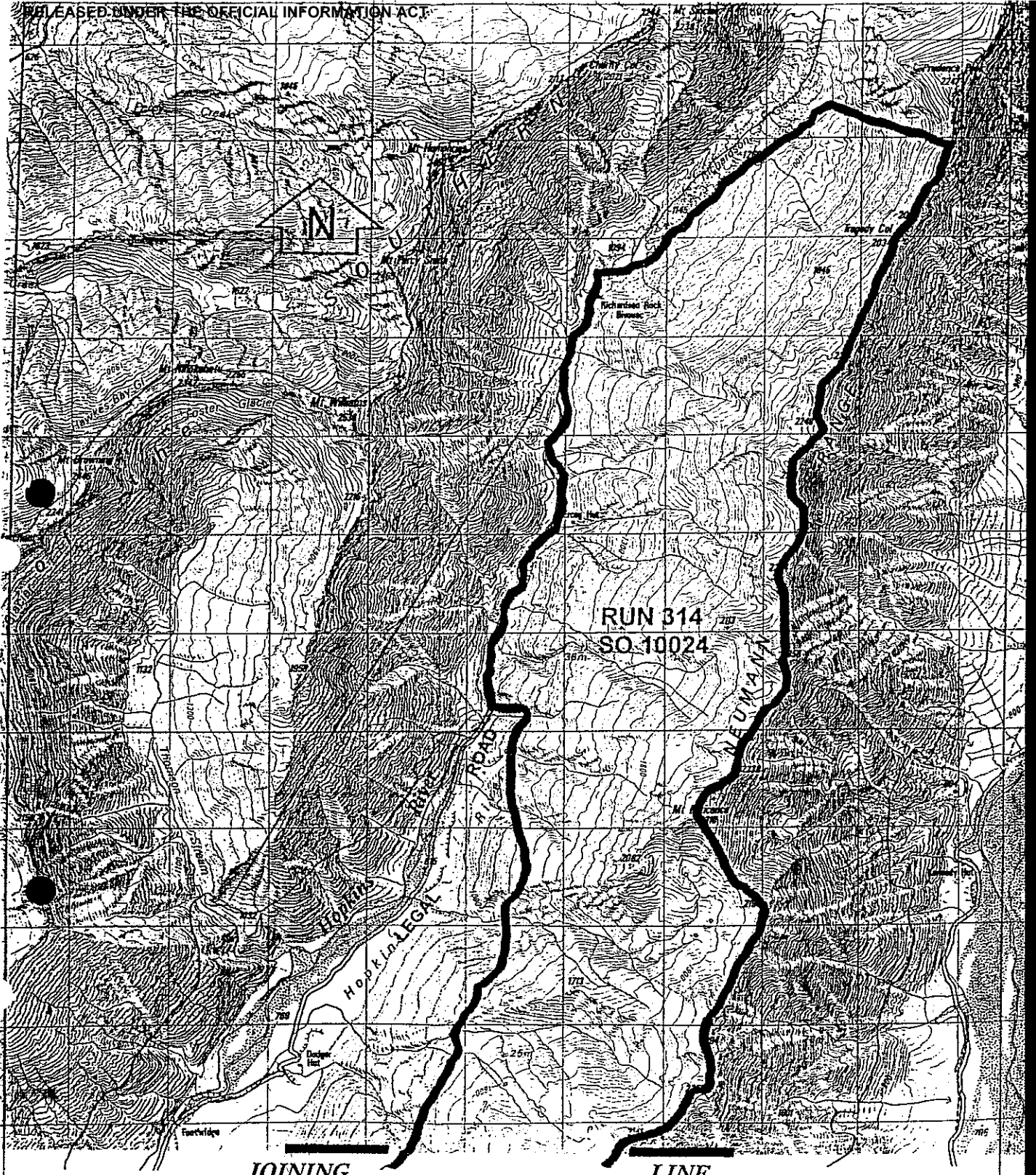
LINE

HUXLEY GORGE (RUN 314)
Sheet 1 of 2



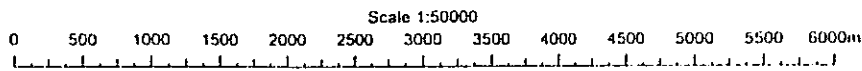
Canterbury Land District
Cadastral data correct
as at 15/10/1999
Reference NZMS 260 - H37-H38

Note: All legal roads and or marginal strips are
excluded from cadastral map "HUXLEY GORGE"



JOINING LINE

HUXLEY GORGE (RUN 314)
Sheet 1 of 2



EXCLUDES ALL LEGAL ROADS
AND MARGINAL STRIPS (IF ANY)

Version	1	2	3	4	5
Canterbury Land District	Sheet 1 of 2				
NZMS 260 H37 & H38	Date 15/10/1999				

JOINING

LINE



River

RUN 314
SO 10024
(6860 ha)

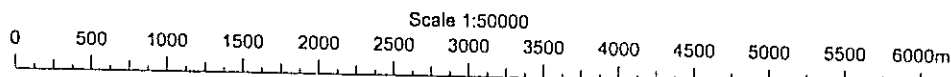
Hopkins

ROAD

LEGAL

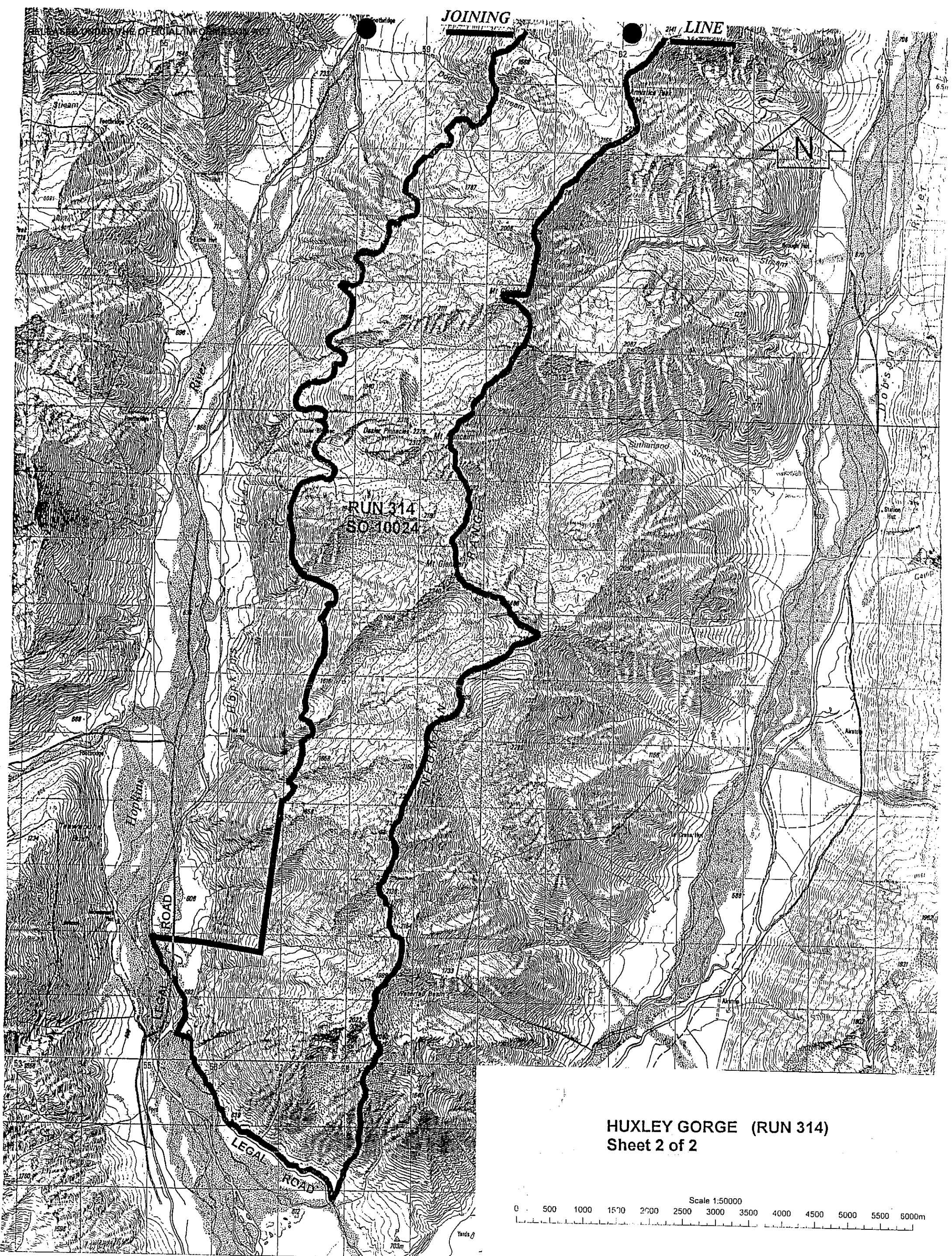
LEGAL
ROAD

HUXLEY GORGE (RUN 314)
Sheet 2 of 2

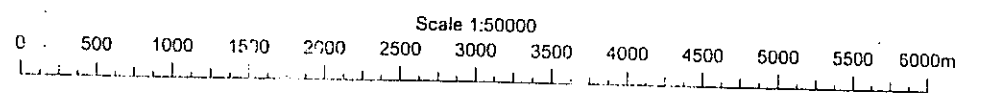


Note: All legal roads and or marginal strips are excluded from pastoral run "HUXLEY GORGE".

Canterbury Land District
Cadastral data correct
as at 15/10/1999
Reference NZMS 260 - H37-H3.



HUXLEY GORGE (RUN 314)
Sheet 2 of 2



**EXCLUDES ALL LEGAL ROADS
 AND MARGINAL STRIPS (IF ANY)**

Version	1	2	3	4	5
Canterbury Land District					Sheet 2 of 2
NZMS 260 H37 & H38					Date 15/10/1999