

Crown Pastoral Land Tenure Review

Lease name : MANUKA POINT

Lease number : PC 053

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.

February 06

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

File Ref: CON/50241/09/12758/A-ZNO-01 **Report No:** QVV 363 **Report Date:** 09/07/2002

Office of Agent: CHRISTCHURCH **LINZ Case No:** 02/ **Date sent to LINZ:** /07/2002

RECOMMENDATIONS

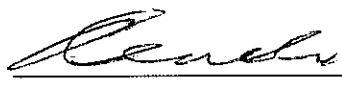
1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions:
 - a) The Partial surrender of Section 1, SO 19439 out of the lease, in accordance with the Run Plan and Variation of lease as to retirement and formal surrender (pending survey), to enable declaration as Conservation land subject to the Conservation Act 1987.
 - b) Creation of a ROW Easement over Conservation land (from the Homestead block to the Mathias faces on the lease) to replace the existing Deed of Agreement dated 16 November 1984.
 - c) Boundary rationalisation proposals, initiated with previous lessees prior to renewal in 1986 and involving parts of the lease and the adjoining Conservation land, are still outstanding and have prevented formal surrender of the land in (1) above.
- 3 That the Commissioner of Crown Lands or his delegate **note** that there are no potential liabilities that have been identified as a result of the file search.

Signed by Sub – Contractor:



Name: D. McGregor
McGregor Property Services Limited
Accredited Agent

Signed by Contractor



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

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

Name:
Date of Decision: / /

1. Details of Lease:

Lease Name: Manuka Point

Location: Located on Double Hill Road, 60 kilometres north west of Ashburton and 138 kilometres west of Christchurch.

Lessees: Peter James BRYCE, Gene Stanley BRYCE and Jennifer May BRYCE as tenants in common in equal shares.

Tenure: Pastoral lease of pastoral land under Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 708856.1.

Term: 33 years from 1 July 1987 (expires 30 June 2020).

Annual Rent: \$2812.50 (Reviewed 1 July 1998).

Rental Value: \$125,000 (Reviewed 1 July 1998).

Date of Next Review: 1 July 2009.

Land Registry Folio Ref: Computer Interest Register (Pastoral Lease) CB529/71

Legal Description: Part Run 273, Sections 1 and 2, S.O. 17471 and Section 1, S.O. 19439, situated in Blocks IV and V Owen, II III IV VI VII and VIII Whitcombe and I Glenrock Survey Districts.

Area: 7419.6000 hectares.

2. File Search

Files held by agent Knight Frank (NZ) Ltd on behalf of LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pc 053-SCH-01</i>	<i>1</i>	<i>326</i>	<i>21.07.1953</i>	<i>486</i>	<i>04.12.1984</i>
<i>Pc 053-SCH-02</i>	<i>2</i>	<i>487</i>	<i>18.02.1985</i>	<i>516</i>	<i>15.07.1986</i>
<i>Pc 053-SCH-03</i>	<i>3</i>	<i>517</i>	<i>04.08.1986</i>	<i>589</i>	<i>01.10.1990</i>
<i>Pc 053-SCH-04</i>	<i>4</i>	<i>590</i>	<i>02.10.1990</i>	<i>666</i>	<i>15.09.1993</i>
<i>Pc 053-SCH-05</i>	<i>5</i>	<i>667</i>	<i>16.09.1993</i>	<i>-</i>	<i>-</i>
<i>CON 50213/09/</i>					
<i>12758/A-ZNO-01</i>	<i>1</i>	<i>-</i>	<i>15.09.1993</i>	<i>-</i>	<i>30.06.2000</i>
<i>CON 50213/09/</i>					
<i>12758/A-ZNO-02</i>	<i>1</i>	<i>-</i>	<i>01.07.2000</i>	<i>-</i>	<i>Current</i>

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

File Reference: CON/50272/09/12758/A-ZNO-01
 Volume: 1
 First folio: 1
 Date: August 2001.
 Last folio note: File current.
 Date: -

3 Summary of Lease Document: (*Copy of Computer Interest Register (Pastoral Lease) CB529/71 attached as Appendix 1*)

3.1 Terms of Lease

A 33 year term from 1 July 1987 at the Annual rental of \$2812.50 based on the Rental Value of \$125,000.

Stock Limitation in Lease

3300 sheep (3000 sheep plus 10%).

Commencement date

1 July 1987, being the renewal of the original Pastoral lease (issued for 33 years from 1 July 1954 to Lawrence Frederick Walker at an Annual rental of \$180 based on the Stock limitation in the lease).

The lease was renewed for a term of 33 years from 1 July 1987 (by Memorandum of Renewal 708856.02 (registered on 27 October 1987) at the Annual Rental of \$1700 based on the Rental Value of \$78,000.

Sections 1 and 2, SO 17471 (129.6000 ha) was incorporated into the lease by Certificate of Alteration 898847.1 (registered 24 September 1990) with the corresponding increase in Rental Value and Annual Rental to \$81,000 and \$1215 respectively.

The current lessees acquired the property by Transfer A80157.2 (registered 8 November 1993).

The Annual rental was reviewed as at 1 July 1998 to \$2812.50 based on the Rental Value of \$125,000.

Other Provisions:

Clause (j) of the lease states "THAT officers of the New Zealand Forest Service (now Department of Conservation) shall at all times have right of ingress, egress and regress over the land comprised in the lease for the purpose of carrying out all or any of the duties with which the said New Zealand Forest Service (Department of Conservation) may from time to time be charged in preserving or maintaining the forest areas near to and adjoining the within land."

3.2 Area adjustments

The only adjustment since lease renewal has been the incorporation of Sections 1 and 2, SO 17471. However Section 1, SO 19439 (5000 ha) has been surveyed for surrender in accordance with 678433.1 Land Improvement Agreement and 708856.2 Variation of Lease requiring surrender following survey.

Boundary adjustments have been mooted with Department of Conservation land adjoining since prior to renewal but progress has stalled and was stalled and surrender not completed on the premise that the boundary issues be resolved.

3.3 Registered Interests

Mortgages:

No. A193642.2 to Trust Bank New Zealand Limited (registered 11 September 1995).

Land Improvement Agreement:

678433.1 Land Improvement Agreement pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941 (registered 30 April 1987).

For details refer to Clause 4 below.

Variation of Lease

708856.2 *Variation of Lease* provides for the retirement of 5400 ha approximately (subject to survey) and formal surrender from the lease on survey.

3.4 Unregistered Interests

Recreation Permits:

There are no current recreation permits over this lease.

Deed of Agreement

Deed of Agreement between HMQ (for the purposes of the Forests Act 1949) and J.H.C. Morris (former lessee) granted in consideration of the sum of \$100 rights to use the road across State Forest land as shown on the plan attached to the Deed.

A copy of the Deed is attached as *Appendix 2*.

Unsecured Debts:

None known.

4 Summarise any Government programmes approved for the lease:

A Land Improvement Agreement (LIA) registered as Document 678433.1 on 30 April 1987 secured a SWC Plan over the property executed on 20 January 1987 between the then lessee and the North Canterbury Catchment Board. The aims and objectives of the plan included changes in management regime, destocking and surrender of erosion prone land, fencing to provide off site grazing, long term river protection and there was foreclosure of the desirability of rationalising boundaries with the then adjoining State Forest at lease renewal. The Agreement enures for 99 years (expiring 20 January 2086) or earlier by agreement between the parties.

The property is not part of a Rabbit and Land Management programme.

5 Summary of Land Status Report:

The Land Status Report by D. McGregor, McGregor Property Services Limited, for and on behalf of Q.V. Valuations on 30 April 2002, confirmed the status as Crown land under the Land Act 1948, being leased pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as Computer Interest Register CB529/71 and varied by Memorandum of Renewal 708856.1.

The land is subject to Part IVA of the Conservation Act 1987, upon disposition.

The Mines and minerals remain with the Crown as the land has never been alienated since the original acquisition for settlement purposes from the original Maori owners under the 1848 Kemp Deed of Purchase.

The report noted the following issues:

- 1) Please note additional Reports of land within the periphery of the lease.
- 2) Computer Interest Register (Pastoral Lease) CB34529/71 does not but S.O. 13113 contains a notation that the balance lease (Part Run 273) is subject to Section 58 of the Land Act 1948 in

respect of all rivers and streams in excess of 3 metres in width. However such strips are 'notional' only pending disposition of the land.

The boundaries of Sections 1 and 2, S.O. 17471 fronting the Mathias and Rakaia Rivers are subject to Marginal strips pursuant to Section 24(9) of the Conservation Act 1987.

- 3) Land Improvement Agreement 678433.1 provided for, among other things the retirement and surrender of eroded lands. The then lessee subsequently executed an Agreement to retire and surrender 5400 hectares from the lease pending survey (registered as Variation 708856.2). The area for surrender has been surveyed (now Section 1, S.O. 19439 – 5000 ha) but the formal surrender from the lease and declaration as Conservation Land subject to the Conservation Act 1987 is still outstanding.

A copy of the Land Status Report is attached as Schedule A.

6 Review of Topographical and Cadastral Data:

Both maps attached to the Land Status Report show that there are no historic sites, transmission or local power lines, water races, airstrips, telecommunication or other installations on the lease.

Notwithstanding that the rent review valuation dated 2 September 1997 recorded that there were two huts on the property the Centennial and Jellicoe Huts. It is possible that these are situated at the bottom of the Rakaia faces and situated on part of the Conservation land to be the subject of tenure rationalisation.

6.1 Marginal Strips:

The Land Status Report indicates the lease is subject to Marginal strips under Section 24(9) of the Conservation Act 1987 where Sections 1 and 2, SO 17471 abut the Mathias and Rakaia Rivers. The provision of Marginal Strips along rivers and streams in excess of three metres in width are still "notional" only pending disposition of the land.

6.2 Legal Roads – formed and paper

The Land Status Report indicates that SO 11062 showed roads as being legal by Section 110A of the Public Works Act 1928 as defined on S.O.'s 11026 and 13113 as supported by Topo 20G .

6.3 Fenced Boundaries v Legal Boundaries (peripheral):

There are significant boundary discrepancies between the bush and lease boundaries in the Upper Mathias and Rakaia faces and boundary adjustments have been under consideration since before renewal in 1986.

Refer to Clause 8.3.

7 Details of any neighbouring Crown or Conservation land:

Northern and Western
Boundaries

Crown land - (Stewardship land held by DoC pursuant to Section 62 of the Conservation Act 1987).

Northern boundary

Reserve 4755 - (Stewardship land held by DoC pursuant to Section 62 of the Conservation Act 1987).

South –Eastern Boundary

Crown Land situated in Block I Glenrock S.D. (SO 11026). Refer to Land Status Report 2 of 3).

Southern Boundary

Reserve 4762 - (Stewardship land held by DoC pursuant to Section 62 of the Conservation Act 1987).

8 Summarise any uncompleted actions or potential liabilities:

8.1 Partial Surrender of Section 1, SO 19437

Partial Surrender of Section 1, SO 19437 (5000 ha) from the lease (in accordance with the Land Improvement Agreement and as disclosed in 708856.2 Variation of lease) to enable declaration as Conservation land subject to the Conservation Act 1987, is still outstanding.

Action to complete this following survey was stalled when the previous lessee indicated he would not execute a Partial Surrender pending resolution of boundary rationalisation (folio 620) and similar reaction was anticipated following discussions with the current lessee (refer to letter to DOC dated 5 December 1995).

Copies of the relevant folios are attached as *Appendix 2*.

8.2 Access easement over DOC land

A Deed of Agreement was executed between HMQ and the then lessee on 16 November 1984 allowing access across what was then State Forest from near the Manuka Point homestead to the Mathias faces.

This Agreement that this would be properly legalised but to date no formal easement has been created.

Copies of the relevant folios are attached as *Appendix 3*.

8.2 Boundary Rationalisation with Conservation land

In 1986 consideration of Run Plan issues highlighted the impracticability of common boundaries between the lease and the State Forest adjoining (eg it was indicated that the boundary went through the lessees woolshed) and that this should be addressed at lease renewal.

CCL Case No 1986/646 of 15 October 1986 (folio 520) approved the lease renewal values and also post renewal investigations being undertaken to effect a rationalisation of the boundaries and the then lessee was advised of the Crown's interest on 13 February 1987 (folio 530).

Over the ensuing period Landcorp (on the Crown's behalf) and DOC negotiated a proposal with the then lessee to the point that the CCL's approval was sought to the boundary rationalisation on 24 February 1993 (folio 636) on the basis that the Crown would bear the survey costs. The CCL on 31 March 1993 (folio 659) declined the proposals as to the costs and suggested that if the proposals were to proceed the costs would have to be borne by DOC and / or the then lessee. The lessee had previously indicated (folio 620) that in the event the boundary rationalisation not proceeding surrender of Section 1, SO 19437 would also not proceed. Further approaches to DOC regards costs met with the response (folio 645) that if the CCL was not prepared to bear costs then a formal tenure rationalisation should be discussed.

Action to conclude the boundary rationalisation and formal surrender of Section 1, SO 19437 remains outstanding.

Relevant folios from file attached as *Appendix 4*.

APPENDICES

Schedule A – Land Status Report.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

1. Copy of Lease.
2. Copies of Relevant folios – Partial Surrender of Section 1, SO 19437.
3. Copy of Deed of Agreement over access through Conservation land.
4. Copies of relevant folios – Boundary rationalisation.

Schedule A

LAND STATUS REPORT

**for
Tenure Review**

MANUKA POINT

**Prepared by Don McGregor, McGregor Property Services Limited
for and on behalf of Q.V.Valuations**

April 2002

CONTENTS

PROPERTY 1 OF 4

Appendix A – Land Status Report (and Supporting plans).

- Additional Plans
- Extract of CLR
- Extracts of Allocation maps
- DOC Consultation
- Information supporting Mineral investigation
- Other information

Appendix B – Land Status Report (Certified by Chief Surveyor).

PROPERTY 2 OF 4

Appendix A – Land Status Report (and Supporting plans).

PROPERTY 3 OF 4

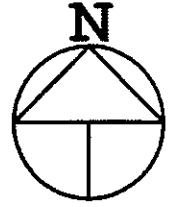
Appendix A – Land Status Report (and Supporting plans).

Appendix B – Land Status Report (Certified by Chief Surveyor).

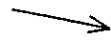
PROPERTY 4 OF 4

Appendix A – Land Status Report (and Supporting plans).

PROPERTY 1 of 4



Mathias River



Pt Run 273
Manuka Point

Crown Land
SO 11026
(See Report 3
of 4)

Legal Road

Sec 1
SO 17471
Manuka Point

RS 27821
8.0937 ha
SO 4104
(See Report 4
of 4)

Rakaia River



Legal Road

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

Version	1	2	3	4	5
Canterbury Land District			Sheet 2 of 2		
Topographic Map 260 - J34/35, K35 Date 22/03/02					

Manuka Point

Scale 1:7500



PO Box 13-343
Christchurch
Ph. 03 379 9901



**APPENDIX A – LAND STATUS REPORT
(and supporting plans)**

Project No: QVV: 362

This report has been prepared on the instruction of Land information New Zealand in terms of Contract No. 50272 (as yet undated) and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Manuka Point Tenure Review	LIPS Ref: 12758
Property 1 of 4	

Land District	Canterbury.
Legal Description	Part Run 273, Sections 1 and 2, S.O. 17471 and Section 1, S.O. 19439, situated in Blocks IV and V Owen, II III IV VI VII and VIII Whitcombe and I Glenrock Survey Districts.
Area	7419.6000 hectares.
Status	Crown land subject to the Land Act 1948.
Instrument of title / lease	Computer Interest Register (Pastoral Lease) CB529/71 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 708856.1.
Encumbrances	Subject to: <ol style="list-style-type: none"> 1) Part IVA of the Conservation Act 1987, upon disposition. 2) Clause (j) of the lease "THAT officers of the New Zealand Forest Service (now Department of Conservation) shall at all times have right of ingress, egress and regress over the land comprised in the lease for the purpose of carrying out all or any of the duties with which the said New Zealand Forest Service (Department of Conservation) may from time to time be charged I preserving or maintaining the forest areas near to and adjoining the within land." 3) 708856.2 Variation of Lease as to retirement of 5400 ha approximately and formal surrender from the lease pending survey. 4) 678433.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941.
Mineral Ownership	The Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Deed of Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	30 April 2002.
[Certification Attached]	Yes.

Prepared by
Crown Accredited Supplier

Don McGregor, McGregor Property Services Limited, Christchurch
for and on behalf of Q.V. Valuations.

NOTES: This information does not affect the status of the land but was identified as possible requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6

- 1) Please note additional Reports of land within the periphery of the lease.
- 2) Computer Interest Register (Pastoral Lease) CB34529/71 does not but S.O. 13113 contains a notation that the balance lease (Part Run 273) is subject to Section 58 of the Land Act 1948 in respect of all rivers and streams in excess of 3 metres in width. However such strips are 'notional' only pending disposition of the land.

The boundaries of Sections 1 and 2, S.O. 17471 fronting the Mathias and Rakaia Rivers are subject to Marginal strips pursuant to Section 24(9) of the Conservation Act 1987.
- 3) Land Improvement Agreement 678433.1 provided for, among other Things, the retirement and surrender of eroded lands. The then lessee subsequently executed an Agreement to retire and surrender 5400 hectares from the lease pending survey (registered as Variation 708856.2). The area for surrender has been surveyed (now Section 1, S.O. 19439 – 5000 ha) but the formal surrender from the lease and declaration as Conservation Land subject to the Conservation Act 1987 is still outstanding.

Property 1 of 4

Research Data: Some Items may not be applicable

SDI Print Obtained	Yes.
NZMS 261 Ref	J 34/35, K 35.
Local Authority	Selwyn District Council.
Crown Acquisition Map	Kemp Deed of Purchase.
SO Plans	<p>SO 4104 – Plan of R.S 27821 (circa 1883).</p> <p>SO 8763 - Plan of Reserve 4755 (formerly Part Run 127) and Reserve 4762 (formerly shown as Pt. Reserve 3310, Pt Run 127 and Crown Land). (Approved 6 October 1954).</p> <p>SO 11062 - Plan of Lake Heron area including part Run 273 “ Manuka Point” (Approved 1968).</p> <p>SO 11563 - Plan of Wilberforce area - including Pt Run 273 “Manuka Point” (Approved 26 February 1971).</p> <p>SO 13113 – Plan of Redefinition of Run 273 and Reserve 4762 - (Approved 28 September 1973).</p> <p>SO's 17111 and 17112 – DOC Allocation plans.</p> <p>SO 17471 – Sections 1 and 2 formerly Crown land (Approved 10 July 1990).</p> <p>SO 19439 – Plan of Section 1 (formerly part Run 273) - (Approved 28 November 1995).</p>
Gazette Notices	Not applicable.
Lease Ref	Computer Interest Register (Pastoral Lease) CB529/71 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 708856.1.
Legalisation Cards	Searched. Not applicable.
CLR	Confirms Pastoral Lease tenure.
Allocation Maps (if applicable)	<p>Searched. No DoC, SOE or UCL Allocations within the periphery of the lease.</p> <p>Adjoining DoC Allocations are J34-1 and 2 (SO 17111) and, J35-2 and 11 (SO 17112) - Stewardship Land subject to Section 62 of the Conservation Act 1987.</p> <p>Extracts of Schedules and Allocation Maps attached.</p>
VNZ Ref – if known	VR 24390/400.
Crown Grant Maps	Not applicable.

Property 1 of 4

<p>If Crown land – Check Irrigation Maps</p>	<p>Searched – Not applicable.</p>
<p>Mining Maps</p>	<p>Searched – Not applicable.</p>
<p>If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ 1989 b) By Proclamation c) Gazette Ref:</p>	<p>a) SO Plans 11026 and 13113 as supported by Topo Plan 20G denote Roads coloured burnt sienna as legal by Section 110A of the Public Works Act 1928. b) Not applicable. c) Not Applicable.</p>
<p>Other relevant information a) Concessions – Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership d) Other Info</p>	<p>a) No current DOC concessions exist within the lease boundaries. The only DOC interests are in the Marginal Strips existing and those yet to be defined. No concessions are administered by DTZ New Zealand Limited. b) Part 9 of the Ngai Tahu Claims Settlement Act 1998, upon disposition. c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Deed of Purchase. d) Not applicable.</p>

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Subject Land with Marginal Strip
a) Type [Sec 24(9) or Sec 58]

a) Refer to Notes above in respect of Part Run 273 and Section 1, 19439.

Marginal strips under Section 24(9) abutting Mathias and Rakaia Rivers as shown on SO 17471.

b) Date Created

b) 10 July 1990.

c) Plan Reference

c) SO 17471

**APPENDIX B – LAND STATUS REPORT
(Certified Correct by Chief Surveyor)**

Project Number : QVV 362

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No : 50272 (as yet undated) and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Manuka Point Tenure Review		LIPS Ref: 12758
Property	1	of 1
Land District	Canterbury	
Legal Description	Part Run 273, Sections 1 and 2, S.O. 17471 and Section 1, S.O. 19439, situated in Blocks IV and V Owen, II III IV VI VII and VIII Whitcombe and I Glenrock Survey Districts.	
Area	7419.6000 hectares.	
Status	Crown land subject to the Land Act 1948.	
Instrument of title / lease	Computer Interest Register (Pastoral Lease) CB529/71 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 708856.1.	
Encumbrances	Subject to: <ol style="list-style-type: none"> 1) Part IVA of the Conservation Act 1987, upon disposition. 2) Clause (j) of the lease " THAT officers of the New Zealand Forest Service (now Department of Conservation) shall at all times have right of ingress, egress and regress over the land comprised in the lease for the purpose of carrying out all or any of the duties with which the said New Zealand Forest Service (Department of Conservation) may from time to time be charged in preserving or maintaining the forest areas near to and adjoining the within land." 3) 708856.2 Variation of Lease as to retirement of 5400 ha approximately and formal surrender from the lease pending survey. 4) 678433.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941. 	
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.	

Data Correct as at	2 April 2002.
[Certification Attached]	Yes

Prepared by	Don McGregor
Crown Accredited Supplier	McGregor Property Services Limited, Christchurch for and on behalf of Q.V. Valuations

Property 1 of 1

Certification:

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

R. Moulton

Date: ²⁴ / ¹¹ / 2002


.....
 R Moulton, Chief Surveyor (Canterbury Land District)
 Land Information New Zealand, Christchurch

Notes: The area in Variation of Lease 708856.2 has been surveyed and is defined as Section 1, S.O. 19439 (5000ha). However until a partial surrender is registered against the lease this area remains part of the lease.

CERTIFICATION

Report to the Chief Surveyor, Christchurch, for certification of Status Investigation for MANUKA POINT Pastoral Lease Tenure Review.

1. I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of QV Valuations, certify that the status report enclosed for certification is in order for signature.
2. In giving this certification I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Q.V. Valuations, undertake that the status report has been completed in compliance with all relevant policy instructions and in particular, OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.



D McGregor
McGregor Property Services Limited
Accredited Supplier
5 March 2002

PROPERTY 2 of 4

**APPENDIX A – LAND STATUS REPORT
(and supporting plans)**

Q V VALUATIONS CHRISTCHURCH OFFICE

Project Number QVV 362

This report has been prepared on the instruction of Land information New Zealand in terms of **Contract No. 50272** (as yet undated) and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Manuka Point Tenure Review (Conservation Land)	LIPS Ref: Not applicable
Property 2 of 4	

Land District	Canterbury.
Legal Description	Reserve 4762, situated in Blocks IV Ramsay, I II V VI VII and VIII Whitcombe and 1 Glenrock Survey Districts.
Area	3480.2965 hectares.
Status	Stewardship land held pursuant to Section 62 Conservation Act 1987.
Instrument of title	No instrument.
Encumbrances	Subject to: 1. Part 9 of the Ngai Tahu Claims Settlement Act 1998 (is Relevant land). 2. Part IVA of the Conservation Act 1987, upon disposition.
Mineral Ownership	The Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Deed of Purchase.
Statute	Conservation Act 1987.

Data Correct as at	30 April 2002
[Certification Attached]	Yes

Prepared by Crown Accredited Supplier	Don McGregor, McGregor Property Services Limited, Christchurch For and on behalf of QV Valuations
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NOTES: This information does not affect the status of the land but was identified as possible requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6	Crown Land Set apart for State Forest by NZ Gazette 1956 p.184. (Now deemed to be Conservation land).
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LAND STATUS REPORT for Manuka Point Tenure Review (Conservation Land)	LIPS Ref Not applicable
Property 2 of 4	
Research Data: <i>Some Items may not be applicable</i>	

SDI Print Obtained	Yes.
NZMS 261 Ref	J34/J35.
Local Authority	Selwyn District Council.
Crown Acquisition Map	Kemp Deed of Purchase.
SO Plans	<p>SO 8763- Plan of Reserves 4755 and 4762 - (Approved 06/10/1956).</p> <p>SO 11062 - Plan of Lake Heron area including part Run 273 "Manuka Point" (Approved 1968).</p> <p>SO 11563 - Plan of Wilberforce area - including Pt Run 273 "Manuka Point" (Approved 26 February 1971).</p>
Relevant Gazette Notices	NZ Gazette 1956 p.184 – Set Apart Crown Land for State Forest (now deemed to be Conservation Land).
CT Ref / Lease Ref	No instrument.
Legalisation Cards	Not applicable.
CLR	Not applicable.
Allocation Maps (if applicable)	DOC Allocation J34*2 (SO 17111) and J35*2 (SO 17112). Schedules and plan extracts attached with Report 1 of 4.
VNZ Ref – if known	Not known.
Crown Grant Maps	Not applicable.
If Subject Land Marginal Strip:	
a) Type [Sec 24(9) or Sec 58]	a) Not applicable.
b) Date Created	b) Not applicable.
c) Plan Reference	c) Not applicable.

PROPERTY 3 of 4

**APPENDIX A – LAND STATUS REPORT
(and supporting plans)**


Project Number: QVV 362

This report has been prepared on the instruction of Land information New Zealand in terms of **Contract No. 50272 (as yet undated)** and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Manuka Point Tenure Review (Crown Land)	LIPS Ref: Not applicable
Property 3 of 4	

Land District	Canterbury.
Legal Description	Crown land situated in Block I, Glenrock Survey District (shown coloured red on the attached copy of S.O. 11026).
Area	Area unknown (subject to survey).
Status	Crown land subject to the Land Act 1948.
Instrument	No instrument.
Encumbrances	Subject to: 1) Part 9 of the Ngai Tahu Claims Settlement Act 1999 (is Relevant land). 2) Part IVA of the Conservation Act 1987, upon disposition.
Mineral Ownership	The Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Deed of Purchase.
Statute	Land Act 1948.

Data Correct as at	30 April 2002
[Certification Attached]	Yes

Prepared by	 Don McGregor, McGregor Property Services Limited, Christchurch For and on behalf of QV Valuations
Crown Accredited Supplier	

NOTES: This information does not affect the status of the land but was identified as possible requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6	This area is not on the Crown Balance Sheet.
--	--

Property 3 of 4

Research Data: Some Items may not be applicable

SDI Print Obtained	Yes.
NZMS 261 Ref	J36.
Local Authority	Selwyn District Council.
Crown Acquisition Map	Kemp Deed of Purchase.
SO Plans	SO 11026 – Plan of Lake Heron District - (Approved 9 July 1968).
Relevant Gazette Notices	Not applicable.
Instrument	No instrument.
Legalisation Cards	Not applicable.
CLR	Not shown in CLR.
Allocation Maps (if applicable)	Not shown as allocated to either DOC [S.O.'s 17113 – DOC J36) and 17114- DOC J37) SOE or the Crown on the various Land Allocation plans.
VNZ Ref – if known	Not known.
Crown Grant Maps	Not applicable.
If Subject Land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) Not applicable. b) Not applicable. c) Not applicable.

LAND STATUS REPORT for Mātua Aotearoa
 Property 3 of 4

If Crown land – Check Irrigation Maps	Searched – Not applicable.
Mining Maps	Searched – Not applicable.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ 1989 b) By Proc	a) SO plan Not applicable. b) Proc Plan Not applicable. c) Gazette Ref Not applicable.
Other relevant information a) Concessions – Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership d) Other Info	a) Not applicable. b) Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998 (is Relevant land) c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Deed of Purchase. d) Not applicable.

**APPENDIX B – LAND STATUS REPORT
(Certified Correct by Chief Surveyor)**

Project Number : QVV 362

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No : 50231 dated August 2000 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Manuka Point Tenure Review (Crown Land)		LIPS Ref: Not applicable
Property	1	of 1

Land District	Canterbury
Legal Description	Crown Land situated in Block I, Glenrock Survey District (shown coloured red on the attached copy of S.O. 11026).
Area	Unknown (subject to survey).
Status	Crown land subject to the Land Act 1948.
Instrument of title / lease	Not applicable.
Encumbrances	Subject to: 1. Part 9 of the Ngai Tahu Claims Settlement Act 1998 (is Relevant land). 2. Part IVA of the Conservation Act 1987, upon disposition.
Statute	Land Act 1948.

Data Correct as at	5 March 2002.
[Certification Attached]	Yes

Prepared by	Don McGregor
Crown Accredited Supplier	McGregor Property Services Limited, Christchurch for and on behalf of Q.V. Valuations

Certification:

Pursuant to section 11(1)(f) 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: 4/4/2001

R Moulton, Chief Surveyor (Canterbury Land District)
 Land Information New Zealand, Christchurch

Notes: The above parcel is not on the Crown Balance Sheet nor is it shown on any Land Allocation Schedules..

PROPERTY 4 of 4

**APPENDIX A – LAND STATUS REPORT
(and supporting plans)**

**Q V VALUATIONS
CHRISTCHURCH OFFICE**

APPENDIX A4

Project Number QVV 362

This report has been prepared on the instruction of Land information New Zealand in terms of **Contract No. 50272 (as yet undated)** and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Manuka Point Tenure Review (Freehold land)	LIPS Ref: Not Applicable
Property 4 of 4	

Land District	Canterbury.
Legal Description	Rural Section 27821, situated in Block I, Glenrock Survey District.
Area	8.0937 hectares.
Status	Freehold land held by Peter James BRYCE Gene Stanley BRYCE and Jennifer May BRYCE as tenants in common in equal shares.
Instrument of title	Computer Freehold Register CB31K/73.
Encumbrances	678433.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941.
Mineral Ownership	The Mines and Minerals are held by the freehold owner.
Statute	Not applicable.

Data Correct as at	30 April 2002.
[Certification Attached]	Yes

Prepared by Crown Accredited Supplier	Don McGregor, McGregor Property Services Limited, Christchurch For and on behalf of QV Valuations
--	--

NOTES: This information does not affect the status of the land but was identified as possible requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6	Not applicable.
--	-----------------

LAND STATUS REPORT for Manuka Point Tenure Review (Freehold land)	LIPS Ref Not Applicable
Property 4 of 4	

Research Data: Some Items may not be applicable

SDI Print Obtained	Yes.
NZMS 261 Ref	K35.
Local Authority	Ashburton District Council.
Crown Acquisition Map	Not applicable.
SO Plans	SO 4104 – Plan of Application for Section 27821 (Approved March 1883).
Relevant Gazette Notices	Not applicable.
CT Ref / Lease Ref	Computer Freehold Register CB31K/73.
Legalisation Cards	Not applicable.
CLR	Not Crown land.
Allocation Maps (if applicable)	Not applicable.
VNZ Ref – if known	Not known.
Crown Grant Maps	SO 4104.
If Subject Land Marginal Strip:	
a) Type [Sec 24(9) or Sec 58]	a) Not applicable.
b) Date Created	b) Not applicable.
c) Plan Reference	c) Not applicable.

APPENDIX 1



**COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952**



Historical Search Copy

R. W. Muir
Registrar-General
of Land

Identifier CB529/71
Land Registration District Canterbury
Date Registered 12 June 1956 09:00 am

Type	Lease under s83 Land Act 1948	Term	Thirty three years commencing on the first day of July 1954 and renewed for a further term of 33 years commencing on 1.7.1987
Area	7419.6000 hectares more or less		

Legal Description Part Run 273, Section 1-2 Survey Office Plan 17471 and Section 1 Survey Office Plan 19439

Original Proprietors

Peter James Bryce as to a 1/3 share
Gene Stanley Bryce as to a 1/3 share
Jennifer May Bryce as to a 1/3 share

Interests

678433.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 30.4.1987 at 11.35 am
708856.1 Renewal of within lease term 33 years commencing on 1.7.1987 - 27.10.1987 at 11.55 am
708856.2 Variation of within Lease - 27.10.1987 at 11.55 am
898847.1 Certificate pursuant to s113 Land Act 1948 and a variation of the within terms - 24.9.1990 at 11.33 am
A193642.2 Mortgage to Trust Bank New Zealand Limited - 11.9.1995 at 1.01 pm

Identifier

CB529/71

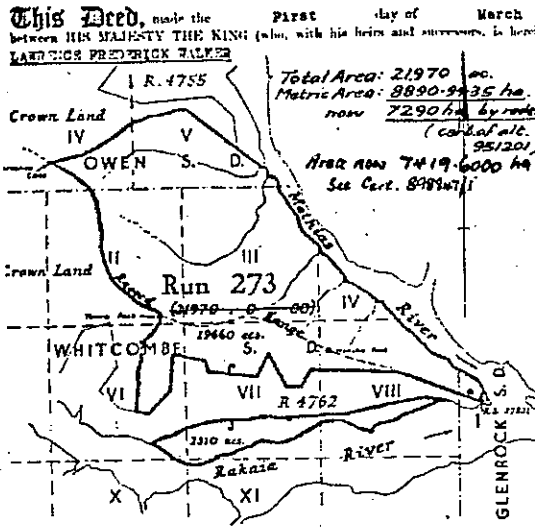
Form of assignment of Pastoral Lease of Pastoral Land (for exchange for) Lease registered in Vol. ...

NEW ZEALAND CANTERBURY LAND DISTRICT

NOT REGISTERED UNDER LAND TRANSFER ACT 1952.

Entered in the Register-book, Vol. 529 p. 71 the 12 day of June 1936, of 9 ... Land Registrar.

Pastoral Lease of Pastoral Land under the Land Act, 1948



This Deed, made the 1st day of March 1936, one thousand nine hundred and fifty four between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor") of the one part, and ...

- 1. THAT the Lessee will pay and partially pay the rent hereinafter reserved at the times and in the manner hereinafter stated in that he will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now 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 trees and brigs, 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, 1923.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including improvements specified in the schedule hereto which are shown on the plan drawn hereon) 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 improvements specified in the schedule hereto which are shown on the plan drawn hereon) 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 forest, scrub, fern, or grass on the said land, nor permit any moor, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duty shall at all times avoid undue disturbance of the Lessee's stock.

- 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, 1914) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within the radius 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 or effacement of time of the term hereby granted and thereafter at the expiration of each successive term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same conditions and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

Identifier

CB529/71

529/71

- (6) THAT the Lessee shall have no right of acquiring the freehold of the said land.
- (7) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,—
- (a) Cultivate any portion of the said land for the purpose of growing winter food for the stock depastured thereon;
 - (b) Crop such area of the said land as to be sufficient for the use of himself and family and his employees;
 - (c) Plough and sow in grass any portion of the said land;
 - (d) Clear any portion of the said land by felling and burning back or scrub and sow the land as cleared in grass;
 - (e) Sowing any in grass any portion of the said land;
- Provided that the lessee shall, on the termination of the lease, have 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.
- (8) 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 ewe plus sheep and of one and a half for breeding.
- (9) THAT if the Lessee shall bring New Zealand or alienation 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 Lessee, then the Land Settlement Board may, subject to the provisions of section 144 of the Land Act, 1948, declare this lease to be forfeit, and that without abating or releasing the Lessee from liability for rent due or accruing due or for any part thereof of any covenant or condition of the lease.
- (10) THAT these covenants 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.
- (11) THAT the lessee shall be deemed not to have failed to use due care in stocking or to have overstocked so long as the number of sheep depastured on the said land does not exceed 3,300 sheep (being an increase of ten per cent on the carrying capacity on which is based the rent hereunder reserved). But the Commissioner may, by notice in writing, permit the lessee to depasture thereon any greater number should he deem it advisable or expedient to do so. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time as in particular in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

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: Richardson
 Occupation: Land Officer Clerk
 Address: Christchurch

[Signature]
 Assistant Commissioner of Crown Lands.

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

Witness: [Signature]
 Occupation: Acting Postmaster
 Address: Methven

L. F. Walker
 Lessee.

(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 carrying out all or any of the duties which the said New Zealand Forest Service may from time to time be charged in preserving or maintaining the forest areas near to and adjoining the within land.

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

Transfer 918497 to James Harding Crosby Morris of Manuka Point, Farmer - 11/7/1973 at 1.50 p.m.
[Signature] A.L.R.

Mortgage 223229/1 to The Rural Banking and Finance Corporation - 23-4-1979 at 10.15a.m.
[Signature] for A.L.R.

Mortgage 918498 to Julian Bede Richards Loughman and Michael Warence Walker - 11/7/1973 at 1.50 p.m.
[Signature] A.L.R.

Variation of Mortgage 223229/1 - 10.10.1980 at 9.06 a.m.

Certificate of Alteration altering the area of the within land to 8890.9435 hectares - 19.10.1973 at 1:45 p.m.
[Signature] A.L.R.

Mortgage 313791 to The Rural Banking and Finance Corporation - 25-2-1981 at 11.36a.m.
[Signature] for A.L.R.

Certificate of Alteration 951201 altering the area of the within land to 7290 hectares - 21.3.1974 at 10.45 a.m.
[Signature] A.L.R.

Mortgage 606222/4 to The Rural Banking and Finance Corporation of New Zealand - 28-5-1980 at 11.27a.m.
[Signature] for A.L.R.

A DEEDS
[Signature]
 1 JUN 1956
 Title: [Signature]
 Page: 118
 Abstract No. 324

EXPIRES
 30/6/1981
 over...

Identifier

CB529/71

529/71

No. 678433/1 Land Improvement Agreement under section 30A Soil Conservation and Rivers Control Act 1941 - 30.4.1987 at 11.35am

W.A. Minnie
for A.L.R.

No. 708856/1 Renewal of within lease term 33 years commencing on 1.7.1987 - 27.10.1987 at 11.55am

[Signature]
for A.L.R.

No. 708856/2 Variation of within lease - 27.10.1987 at 11.55am

[Signature]
for A.L.R.

Mortgage 782457/5 Bank South Canterbury Limited 1988 at 2.30pm

DISCHARGED 8/11/93
[Signature]
A.L.R.

No. 898847/1 Certificate pursuant to Section 113 Land Act 1948 whereby the area of the within land is increased to 7419.6000 hectares by the incorporation of Sections 1 and 2 SO 17471 and a variation of the within terms - 24.9.1990 at 11.33am

[Signature]
for A.L.R.

Variation of Mortgage 782457/5 - 26.10.1990 at 9.55am

DISCHARGED
[Signature]
for A.L.R.

Transfer A80157/2 to Peter James Bryce, Farmer, *Stanley Bryce, Farmer and Jennifer May Bryce, Married Woman, all of Queenstown as tenants in common in equal shares - 8.11.1993 at 11.59am

*Gene

Mortgage A80157/3 The New Zealand Insurance Life Limited 8.11.1993 at 11.59am

DISCHARGED 11/09/95
[Signature]
for A.L.R.

Mortgage A193642/2 to Trust Bank New Zealand Limited - 11.9.1995 at 1.01pm

[Signature]
for A.L.R.

A210080/1 Change of appellation whereby the description of part of the within land (5000ha) is changed to Section 1 SO 19439

[Signature]
A.L.R.

APPENDIX 2

Approvals Pursuant to Sec. 11(i)(c,b) of the Resource Management Act 1991 this is not a Subdivision.

Approved for and on behalf of the Crown by Royce George Cozens Wraih pursuant to an authority given by the Minister of Lands under Section 24(4) of the Land Act 1948.

R. G. Whitt
 Manager Lands & Property
 D O S L I, Christchurch.

Note: There is no 'S' sheet for this survey.

Bearing Datum: Geodetic
 Coordinate Datum: Geodetic
 Gawler Circuit Coordinates
 Circuit Origin: Gawler Downs
 Origin Point: Trig Jacks Hill from S18 Form 761 215-02 291 583-21

Total Area 5000.0 ha
 Comprised in Pt. C.L. 529/71

Derek Edward Brown
 Registered Surveyor and holder of an annual practising certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1981 hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.
 Dated at Christchurch this 30th day of March 1995 Signature *D.E. Brown*

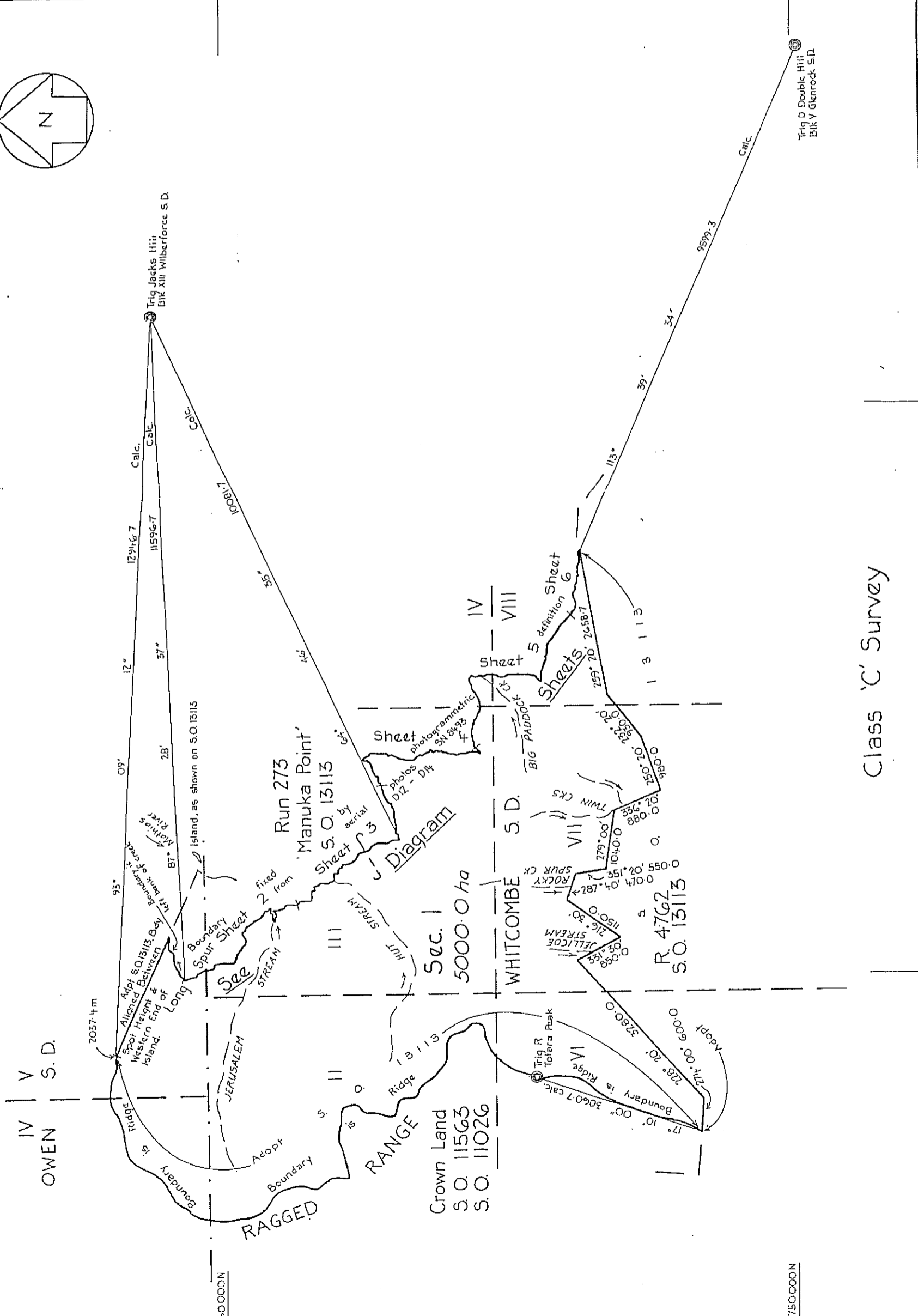
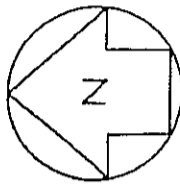
Field Book p. Traverse Book 118 p. 96-104.
 Reference Plans S.O.s. 11563, 11513, 11026.

Examined *S. Smith* Correct

Approved as to Survey *R. Newell*
 Chief Surveyor

Deposited this day of 19.....

File GZ75-07-03
 Received 30.3.95
 Instructions 860/834
 District Land Registrar
S019439



Class 'C' Survey

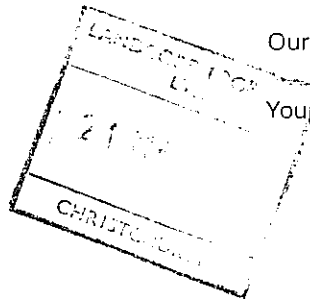
Section 1

TERRITORIAL AUTHORITY Ashburton District
 Compiled by: Dept. of Survey & Land Information
 Scale 1:50000 Date Sept 1994

LAND DISTRICT Canterbury
 Survey Blk. & Dist. IV, V, Owen, VI, VII, VIII, Whitcombe
 NZMS 261 Sheet J35, Record Map No. 50000/J35



**CONSERVATION
TE PAPA ATAWHAI**



Our Reference: **PAS 053**

Your Reference:

19 May 1993

The Property Manager
Landcorp Property Limited
P O Box 142
CHRISTCHURCH

Attention : Simon Bamford

Dear Simon

**SURRENDER OF RETIRED LAND/BOUNDARY RATIONALISATION :
MANUKA POINT**

I refer to your letter of 29 April 1993. I appreciate Mr Morris's feelings towards the agreement and the assumed boundary rationalisation, but I reiterate the point I made in the letter of 28 January 1993, I do not believe this Department should be paying the costs associated with transfer of its land into pastoral lease i.e. it is a gain to the lease and not to the Department. If it was a true rationalisation, such as may happen in a tenure review, and there was land going both ways, then I would consider paying some of the costs associated with the survey (note I regard the surrender as a separate issue).

I therefore suggest that if the CCL keeps insisting they will not pay the costs of survey, then we should start discussing a formal tenure rationalisation. For this property, I believe this is not a major exercise, as there appears to be relatively little outside of the surrender area and an RAP that is of interest to the Department.

Yours faithfully

Joy Comrie
for Mike Cuddihy
Regional Conservator

CONFIDENTIAL COPY PROVIDED TO
LINZ (CROWN PROPERTY MANAGEMENT)
CONTRACTOR FOR PURPOSES ASSOCIATED

WITH CONTRACT **50m** ONLY.
NOT TO BE FURTHER COPIED, REPRODUCED
OR DISTRIBUTED WITHOUT THE
PERMISSION OF LINZ



Memo

TO: NOTE FOR FILE

FROM: LINZ (CROWN PROPERTY MANAGEMENT)
OUR REF: CONTRACTOR FOR PURPOSES ASSOCIATED
YOUR REF: WITH CONTRACT 50211 ONLY.
DATE: NOT TO BE FURTHER COPIED, REPRODUCED OR DISTRIBUTED WITHOUT THE PERMISSION OF LINZ

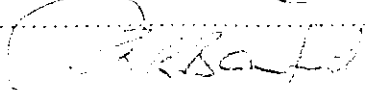
RE: SURRENDER OF RETIRED AREA / BOUNDARY RATIONALISATION

Jim Morris (Lesse) called into the office on 25/10/91. We discussed the proposed boundaries as he understands them he reinforced his comments in his letter that he look up the plan on the basis that the boundary rationalisation was part and parcel to the plan ie if the boundary rationalisation doesn't go ahead, neither does the surrender of the retired area.

The boundary has been plotted on the attached maps. There is only minor changes to my previous understanding.

1. Cardinal Cabin is a Maunatahi hut and should be included in a new lease
2. The DSA hut just below should be excluded from a new lease and he guarantees access to the hut and up Jerusalem Stream
3. The line above Jerusalem stream should remain within the lease. Apparently there are 2 obvious gubs (stringa slides) above the stream and if was correct the boundary would follow up the northern most one when cut around the 4500' contour to the ridge line. There are some reasonably obvious benches to follow
4. The boundary should follow the benchline above the homestead and it should be straight forward to define the line at the base of the hill along the Rakaua Flat
5. Tebbise hut should be included in the lease.

I see no problems with these points and will advise DCC

SIGN: 

DESIGNATION: Construction

APPENDIX 3

07/06/2002 11:07 54-3-8939996

DOC RAUKAPIKA GERALD

PAGE 02

DATED 16 November 1984

BETWEEN HER MAJESTY THE QUEEN
(For the purposes of the
Forests Act 1949)

Grantor

AND JAMES HARDING CROSBY MORRIS

Grantee

DEED OF AGREEMENT

NE Forest Service
Head Office
WELLINGTON

DEED OF AGREEMENT made this

16th

day of November 1984

BETWEEN the MINISTER OF FORESTS acting for and on behalf of HER MAJESTY THE QUEEN for the purposes of the Forests Act 1949, (hereinafter called the "Grantor").

AND JAMES HARDING CROSBY MORRIS of Manuka Point, Farmer, being registered as proprietor of the land described in the Schedule hereto (hereinafter called the "Grantee's lands")

IT IS AGREED THAT in consideration of the sum of _____ paid to the Grantor by the Grantee (the receipt of which sum is hereby acknowledged), the Grantor shall allow the Grantee the full free uninterrupted and unrestricted right liberty and privilege for the Grantee together with his servants, agents, contractors, invitees and visitors (in common with the Grantor and/or any other person authorised by the Grantor) from time to time and at all times by day and by night to go, pass and repass with or without horses and domestic animals of any kind and with or without carriages, vehicles, motor vehicles, machinery and implements of any kind over and along that part of the land as is more particularly shown coloured red upon the annexed plan (hereinafter called "the road") UPON the following terms and conditions:

1. The costs of the survey and of the preparation of the said plans and documents shall be borne by the Grantee.
2. Subject to clause 1 hereof, the Grantor agrees to promptly endeavouring to do all acts, matters and things (including endeavouring to obtain all consents) necessary to give the Grantee a Declaration pursuant to Sections 15(2A), 15(2B) and 15(2C) of the Forests Act 1949.
3. The Grantee shall:
 - (a) in using the road:
 - (i) comply with all traffic laws and regulations as are applicable to public roads;
 - (ii) not use or cause to be used any vehicle with a gross weight exceeding the limit specified for a Class III public road PROVIDED THAT the Grantor may from time to time and at any time further limit or increase the gross weight of any vehicle and its load which may travel upon the road;
 - (iii) not use or cause to be used either any tracked or any other class of vehicle which has been prohibited by the Grantor;
 - (iv) not take or cause to be taken over the road, any welding equipment without the prior written permission of the Grantor.

Handwritten signatures:
 [Signature] [Signature]

- (b) immediately after passing through any gates erected by the Grantor pursuant to clause 6 hereof, close and lock such of them as were closed and locked immediately before passage through them.
- (c) shall not at any time except with the prior approval of the Grantor, commence any earthworks, cut down, pull or dig up, use, burn, remove or otherwise dispose of any forest produce (as defined in the Forests Act 1949).
- (d) take all full and proper precautions for guarding against any danger (including but not restricted to fire or disease) either on the road or on any surrounding State forest land AND in particular shall:
- (i) comply strictly with all conditions that may be imposed from time to time by the Grantor or other lawful authority;
 - (ii) comply with the provisions of the Forests Act 1949, the Forest and Rural Fires Act 1977 and all regulations, orders and notices made thereunder;
 - (iii) provide, install and maintain in good order and ready for instant use at or near all vehicles and other machinery (passing on or over the road), such fire fighting equipment as is either prescribed or approved by the Grantor;
 - (iv) not use or operate any vehicle or machinery unless it is provided with safe and efficient means of preventing the escape of sparks or flames.
- (e) conduct himself at all times on the road in a manner satisfactory to the Grantor and in particular shall not do or suffer any act or omission which may be a nuisance to the Grantor or to the owners, occupiers of or visitors to any adjoining or nearby lands.
- (f) at all times keep the road clean and tidy.
- (g) not carry or discharge any firearm, missile or any other offensive weapon upon or over the road.
- (h) not kill or trap any animals or birds on the road.
- (i) indemnify the Grantor against any claims arising from the Grantee's use of or operations upon the road.
- (j) subject to subclauses (k) and (l) hereof, be liable for any damage (the quantum of which is to be assessed by the Grantor) where such damage:
- (1) is a consequence of any breach of this Agreement by the Grantee;
- OR
- (ii) arises from the Grantee's use of or operations upon the road.
- (k) indemnify the Grantor against all liability in respect of any fire whatsoever caused on or near the road by the Grantee.



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- (l) take out and keep current a public risk liability insurance of not less than _____ or such other amount as shall from time to time be notified by the Grantor to the Grantee and the Grantee shall produce evidence of premium payments upon request by the Grantor.
- (m) not without the prior written consent of the Grantor (as to style, wording, size and location) exhibit any notice or sign PROVIDED THAT such consent shall not be unreasonably or arbitrarily withheld.
- (n) pay all expenses in respect of any reconstruction, repairing and rebuilding of the road.
- (o) pay or discharge all rates, taxes and other charges (whether or not such charges are of the same kind of nature as rates or taxes) if any arising from his use of the road.
- (p) have no right to assign, transfer, sub-licence, charge or otherwise deal with or encumber this Agreement OR any rights hereunder without the prior written consent of the Grantor.
- (q) pay the Grantor's fee for preparation of this Agreement and doing all other things incidental thereto.
4. The Grantee (for himself and his executors administrators and assigns) agree:
- (a) to observe in the event of a sale (the word "sale" being as defined in section 270 of the Local Government Act 1974) or lease for any term whatever of the Grantee's land (or any part thereof), the stipulations set forth in this Agreement and to execute a covenant so to do with the Grantor (and with the respective purchasers (or leasees) of the Grantee's land or any part thereof which has or may have already been sold (or leased)) which covenant shall endure in perpetuity for the benefit of the Grantor
- (b) to obtain from any Purchasers of the Grantee's land or any part thereof a covenant to observe and perform all and singular the terms and provisions hereof including the obligation to obtain from any succeeding purchaser a like covenant:
- PROVIDED HOWEVER THAT this clause and the covenant to be executed under it by the Purchaser(s) of the land hereby sold and each of the other agreements and covenants under the restrictive covenant shall bind only the owner and occupier for the time being of the area of the Grantee's land which is subject or intended to be subject to the restrictive covenant.
5. The Grantor reserves the right to suspend the operation of this Agreement and to refuse access to the road EITHER during periods of extreme danger (including but not restricted or limited to any danger from fire or disease) OR during the course of logging operations. The Grantor shall not be liable

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for any losses or liability sustained by the Grantee arising out of the closure of the road in accordance with the provisions of this clause.

6. The Grantor shall:

- (a) have the right at any time or times hereafter to erect, renew and maintain gates together with all necessary fittings and fixtures across the road, but so that such gates when opened shall leave a clear space of a width not less than FIVE (5) metres for passage,
- (b) provide to the Grantee at the expense of the Grantee, keys to any locks fitted to any of the said gates.

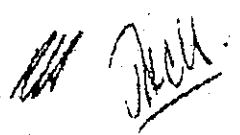
7. The Grantee acknowledges that:

- (a) the Grantee's rights hereby given are by way of contract only, create no interest (whether by lease, equitable tenancy or otherwise) in State forest land, confer no right of exclusive occupation, are subject at all times to the Grantor's rights to use possess and enjoy the whole or any part of the land in respect of which this Agreement is issued (save insofar as this Agreement may operate) are further subject to the Grantor's rights duties and powers under the Forests Act 1949 and every management plan thereunder.
- (b) no warranty has been given as to the suitability of the road for any particular purpose.

8. Any notice to be given by one Party to the other shall be given by delivering same to the following addresses:

- (a) Mr J.W.C. Morris
Manuka Point
METHVEN
- (b) The Conservator of Forests
New Zealand Forest Service
PO Box 25-022 (Victoria)
CHRISTCHURCH

Any notice if posted, shall be deemed to have been served when 3 working days after posting have elapsed. If either party changes his/her/its address from those hereinbefore stated to any other place and also if such address shall change from such other place to any other place, notice of such change shall be given to the other party. Either party may also by notice advise the other party of any different address from time to time fixed by that party as the address for service of notices in connection with this Agreement.



9. This Agreement may be determined at any time by:
- (a) the Grantor pursuant to section 40 of the Forests Act 1949 OR
 - (b) the Grantor where in his opinion, the Grantees have abandoned the use of the road OR
 - (c) the Grantee surrendering it UPON giving not less than three (3) months prior notice in writing
10. The determination or surrender of this Agreement shall not discharge the Grantee from any liability arising from any prior breach of this Agreement.
11. Without limiting the generality of clause 10, should the Grantee fail or refuse to comply with any terms of this Agreement, the Grantor may remedy such defaults. In such case, the Grantee shall promptly reimburse the Grantor for any costs and expenses incurred by him in remedying such defaults. Such costs and expenses shall be recoverable as a debt due to the Crown.
12. Nothing herein contained shall be deemed in any way to interfere with, affect or abridge any rights or powers of the Crown to construct, manage or operate any public works and the Grantee shall not be entitled to compensation for any damage or other loss occasioned by the construction, management or operation of such public works.
13. Except as otherwise provided for in this Agreement, the Grantee shall bear all costs and expenses incurred by both Parties in entering into and implementing the terms of this Agreement including but not limited to any stamp duty and legal expenses calculated as between solicitor and client.
14. If any dispute arises between the Parties, it shall be referred to arbitration pursuant to the Arbitration Act 1908.

SCHEDULE

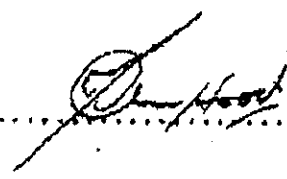
FIRST: An estate in fee simple subject nevertheless to such encumbrances, liens and interests as are notified by memorial in EIGHT DECIMAL ZERO NINE THREE SEVEN HECTARES (8.0937 ha) more or less being Rural Section 27821, Block I, Glencoe Survey District and being the whole of the land comprised and described in Certificate of Title Volume 111 folio 211 (Canterbury Registry).

SECONDLY: An estate of leasehold in Pastoral Lease No. 953 issued under the Land Act 1948 subject nevertheless to such encumbrances, liens and interests as are notified by memorial in SEVEN THOUSAND TWO HUNDRED AND NINETY HECTARES (7290 ha) more or less being part Run 273 (Manuka Point) situated in Blocks IV

Handwritten initials/signature

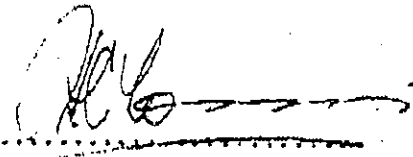
and V Owen, II, III, IV, VI, VII, VIII, X and XI, Whitcombe and I, Glenock Survey Districts and being the residue of the land comprised and described in Certificate of Title Volume 529 folio 71 (Canterbury Registry) SUBJECT TO Memoranda of Mortgage Nos 223229/1 and 313791/1.

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN pursuant to a)
written delegation from the)
MINISTER OF FORESTS by JOHN CECIL)
MURRAY HOOD, Land Officer,)
New Zealand Forest Service,)
Wellington in the presence of:)

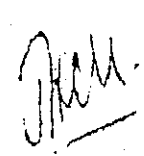


.....
Assistant Land Officer
New Zealand Forest Service, Wellington

SIGNED by the said)
JAMES HARDING CROSBY MORRIS as Grantee)
in the presence of)



.....
J. S. Morris
MR. Z. B. D. Rakiro
.....

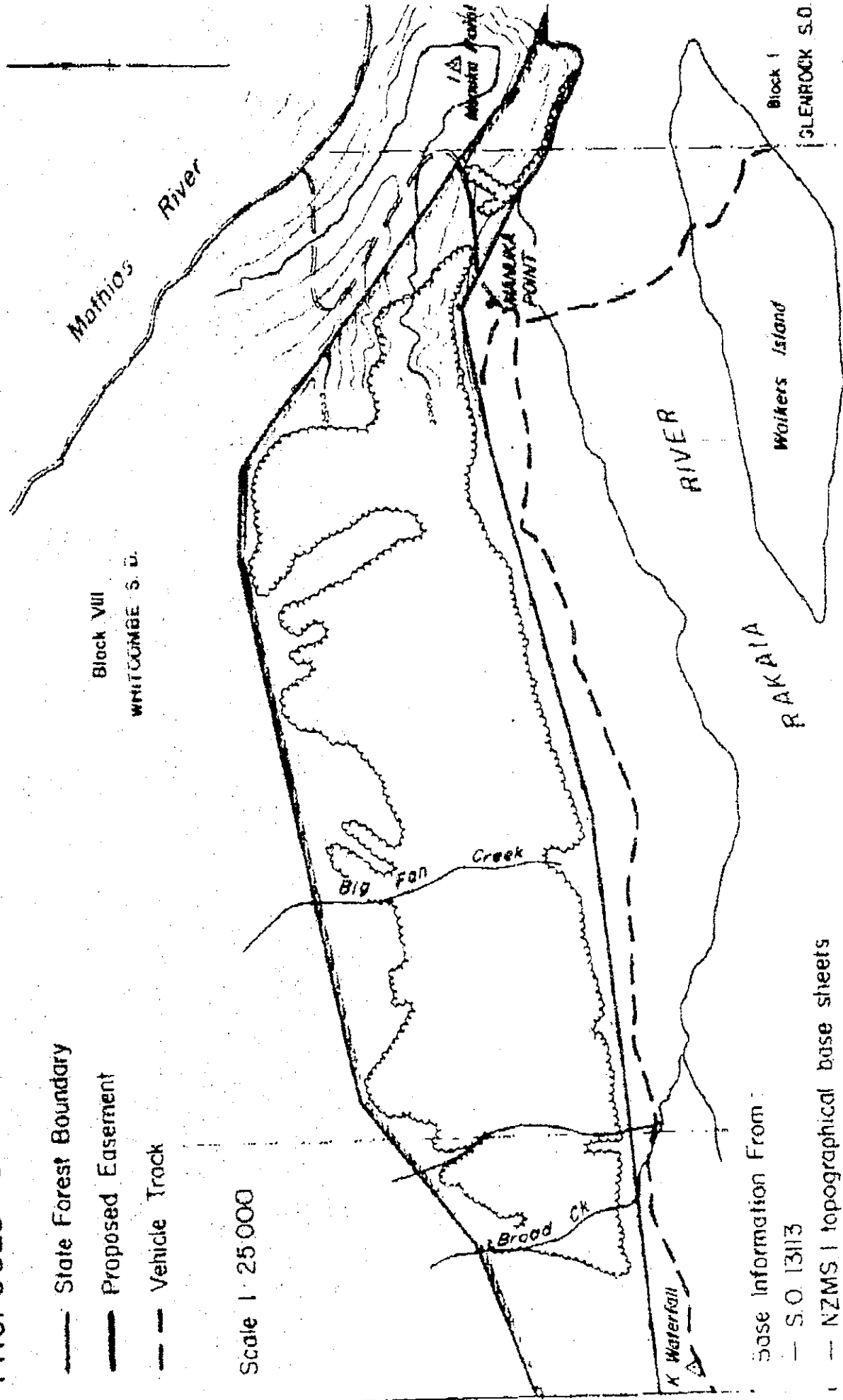


RELEASED UNDER THE OFFICIAL INFORMATION ACT

PROPOSED EASEMENT OVER RAKAIA S.E. - 1 MI. RIS

- State Forest Boundary
- Proposed Easement
- - - Vehicle Track

Scale 1:25,000



- Base Information From:
- S.O 13113
 - NZMS 1 topographical base sheets
 - S 65, S 73
 - Aerial Photo's S N 8039 16:282
 - A/10, A/11

[Handwritten signature]
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Ref. No. J.35/9