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
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:  

[Signature]

Name: D. McGregor
McGregor Property Services Limited
Accredited Agent

Signed by Contractor:  

[Signature]

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:

<table>
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<tr>
<th>File Reference</th>
<th>Volume</th>
<th>First Folio Number</th>
<th>Date</th>
<th>Last Folio Number</th>
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<td>01.07.2000</td>
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Files held by agent Q.Y. 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) CBS2971 attached as Appendix I)

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 their 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

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 639) 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 643) 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

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.

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

<table>
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<tr>
<th>LAND STATUS REPORT for Manuka Point Tenure Review</th>
<th>LIPS Ref: 12758</th>
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<tr>
<th>Land District</th>
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<tr>
<th>Legal Description</th>
<th>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.</th>
</tr>
</thead>
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<tr>
<th>Area</th>
<th>7419.6000 hectares.</th>
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<tr>
<th>Status</th>
<th>Crown land subject to the Land Act 1948.</th>
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</table>

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<tr>
<th>Instrument of title / lease</th>
<th>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.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Encumbrances</th>
<th>Subject to:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2) Clause (j) of the lease &quot;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.&quot;</td>
</tr>
<tr>
<td></td>
<td>3) 708856.2 Variation of Lease as to retirement of 5400 ha approximately and formal surrender from the lease pending survey.</td>
</tr>
<tr>
<td></td>
<td>4) 678433.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mineral Ownership</th>
<th>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.</th>
</tr>
</thead>
</table>

|---------|-------------------------------------------------|

Data Correct as at 30 April 2002. 
(Certification Attached) Yes.
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 n 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 Rakain 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.
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<th>Property 1 of 4</th>
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<td>Research Data: Some Items may not be applicable</td>
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<td>Local Authority</td>
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<td>Crown Acquisition Map</td>
<td>Kemp Deed of Purchase.</td>
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<td></td>
<td>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).</td>
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<td></td>
<td>SO 11062 - Plan of Lake Heron area including part Run 273 “Manuka Point” (Approved 1968).</td>
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<tr>
<td></td>
<td>SO 11563 - Plan of Wilberforce area - including Pt Run 273 “Manuka Point” (Approved 26 February 1971).</td>
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<td>SO’s 17111 and 17112 - DOC Allocation plans.</td>
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<td>SO 19439 – Plan of Section 1 (formerly part Run 273) - (Approved 28 November 1995).</td>
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<td>Gazette Notices</td>
<td>Not applicable.</td>
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<td>Lease Ref</td>
<td>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.</td>
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<tr>
<td>Legalisation Cards</td>
<td>Searched. Not applicable.</td>
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<tr>
<td>CLR</td>
<td>Confirms Pastoral Lease tenure.</td>
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<tr>
<td>Allocation Maps (if applicable)</td>
<td>Searched. No DoC, SOE or UCL Allocations within the periphery of the lease. 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. Extracts of Schedules and Allocation Maps attached.</td>
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<td>VNZ Ref – if known</td>
<td>VR 24390/400.</td>
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<td>Crown Grant Maps</td>
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<td>Property</td>
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</tr>
<tr>
<td>----------</td>
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</tr>
</tbody>
</table>

**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**
  - 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) By Proclamation**
  - b) Not applicable.
- **c) Gazette Ref:**
  - c) Not Applicable.

**Other relevant information**
- **a) Concessions – Advice from DOC or Knight Frank.**
  - 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) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998**
- **c) Mineral Ownership**
  - c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Deed of Purchase.
- **d) Other Info**
  - d) Not applicable.
<table>
<thead>
<tr>
<th>Subject Land Marginal Strip</th>
<th>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.</th>
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<tbody>
<tr>
<td>a) Type [Sec 24(9) or Sec 58]</td>
<td>b) 10 July 1990.</td>
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<tr>
<td>b) Date Created</td>
<td>c) SO 17471</td>
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<td>c) Plan Reference</td>
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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

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<tr>
<th>Land District</th>
<th>Canterbury</th>
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<tr>
<td>Legal Description</td>
<td>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.</td>
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<td>Area</td>
<td>7419.6000 hectares</td>
</tr>
<tr>
<td>Status</td>
<td>Crown land subject to the Land Act 1948</td>
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</tbody>
</table>

**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:

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**


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

Date: \_\_\_/\_\_/2002

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

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<th>LAND STATUS REPORT for Manuka Point Tenure Review (Conservation Land)</th>
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<td>Property 2 of 4</td>
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<th>Land District</th>
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<td>Legal Description</td>
<td>Reserve 4762, situated in Blocks IV Ramsay, I II V VI VII and VIII Whitcombe and I Glenrock Survey Districts.</td>
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<tr>
<td>Area</td>
<td>3480.2965 hectares.</td>
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<tr>
<td>Status</td>
<td>Stewardship land held pursuant to Section 62 Conservation Act 1987.</td>
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<td>Instrument of title</td>
<td>No instrument.</td>
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<tr>
<td>Encumbrances</td>
<td>Subject to:</td>
</tr>
<tr>
<td>Mineral Ownership</td>
<td>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.</td>
</tr>
</tbody>
</table>

Data Correct as at 30 April 2002

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
<table>
<thead>
<tr>
<th>SDI Print Obtained</th>
<th>Yes.</th>
</tr>
</thead>
<tbody>
<tr>
<td>NZMS 261 Ref</td>
<td>J34/J35.</td>
</tr>
<tr>
<td>Local Authority</td>
<td>Selwyn District Council.</td>
</tr>
<tr>
<td>Crown Acquisition Map</td>
<td>Kemp Deed of Purchase.</td>
</tr>
<tr>
<td>SO Plans</td>
<td>SO 8763- Plan of Reserves 4755 and 4762 - (Approved 06/10/1956).</td>
</tr>
<tr>
<td></td>
<td>SO 11062 - Plan of Lake Heron area including part Run 273 “Manuka Point” (Approved 1968).</td>
</tr>
<tr>
<td></td>
<td>SO 11563 - Plan of Wilberforce area - including Pt Run 273 “Manuka Point” (Approved 26 February 1971).</td>
</tr>
<tr>
<td>CT Ref / Lease Ref</td>
<td>No instrument.</td>
</tr>
<tr>
<td>Legalisation Cards</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>CLR</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>Allocation Maps (if applicable)</td>
<td>DOC Allocation J34<em>2 (SO 17111) and J35</em>2 (SO 17112). Schedules and plan extracts attached with Report 1 of 4.</td>
</tr>
<tr>
<td>VNZ Ref – if known</td>
<td>Not known.</td>
</tr>
<tr>
<td>Crown Grant Maps</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>If Subject Land Marginal Strip:</td>
<td></td>
</tr>
<tr>
<td>a) Type [Sec 24(9) or Sec 58]</td>
<td>a) Not applicable.</td>
</tr>
<tr>
<td>b) Date Created</td>
<td>b) Not applicable.</td>
</tr>
<tr>
<td>c) Plan Reference</td>
<td>c) Not applicable.</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>LAND STATUS REPORT for Manuka Point Tenure Review (Crown Land)</th>
<th>LIPS Ref. Not applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property 3 of 4</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Land District</th>
<th>Canterbury.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Description</td>
<td>Crown land situated in Block I, Glenrock Survey District (shown coloured red on the attached copy of S.O. 11026).</td>
</tr>
<tr>
<td>Area</td>
<td>Area unknown (subject to survey).</td>
</tr>
<tr>
<td>Status</td>
<td>Crown land subject to the Land Act 1948.</td>
</tr>
<tr>
<td>Instrument</td>
<td>No instrument.</td>
</tr>
<tr>
<td>Encumbrances</td>
<td>Subject to:</td>
</tr>
<tr>
<td></td>
<td>1) Part 9 of the Ngai Tahu Claims Settlement Act 1999 (is Relevant land).</td>
</tr>
<tr>
<td>Mineral Ownership</td>
<td>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.</td>
</tr>
<tr>
<td>Statute</td>
<td>Land Act 1948.</td>
</tr>
</tbody>
</table>

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

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.
<table>
<thead>
<tr>
<th>Property</th>
<th>3 of 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Research Data:</td>
<td>Some Items may not be applicable</td>
</tr>
</tbody>
</table>

<p>| 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 [See 24(9) or See 58] | a) Not applicable. |
| b) Date Created | b) Not applicable. |
| c) Plan Reference | c) Not applicable. |</p>
<table>
<thead>
<tr>
<th>Property 3 of 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>If Crown land –</strong></td>
</tr>
<tr>
<td><strong>Check Irrigation Maps</strong></td>
</tr>
<tr>
<td><strong>Mining Maps</strong></td>
</tr>
<tr>
<td><strong>If Road</strong></td>
</tr>
<tr>
<td>a) <em>Is it created on a Block Plan – Section 43(1)(d)</em></td>
</tr>
<tr>
<td>Transit NZ 1989</td>
</tr>
<tr>
<td>b) <strong>By Proc</strong></td>
</tr>
<tr>
<td><strong>Other relevant information</strong></td>
</tr>
<tr>
<td>a) <strong>Concessions – Advice from DOC or Knight Frank.</strong></td>
</tr>
<tr>
<td>b) <strong>Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</strong></td>
</tr>
<tr>
<td>c) <strong>Mineral Ownership</strong></td>
</tr>
<tr>
<td>d) <strong>Other Info</strong></td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>LAND STATUS REPORT for Manuka Point Tenure Review (Crown Land)</th>
<th>LIPS Ref: Not applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property</td>
<td>1</td>
</tr>
</tbody>
</table>

**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.
---|---

**Incumbrances** | Subject to:
---|---

---|---

**Statute** | Land Act 1948.
---|---

Data Correct as at | 5 March 2002.
---|---

Certification Attached | Yes
---|---

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

Date: 4/4/2001

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

<table>
<thead>
<tr>
<th>LAND STATUS REPORT for Manuka Point Tenure Review (Freehold land)</th>
<th>LIPS Ref: Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property</td>
<td>4 of 4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Land District</th>
<th>Canterbury.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Description</td>
<td>Rural Section 27821, situated in Block 1, Glenrock Survey District.</td>
</tr>
<tr>
<td>Area</td>
<td>8.0937 hectares.</td>
</tr>
<tr>
<td>Status</td>
<td>Freehold land held by Peter James BRYCE Gene Stanley BRYCE and Jennifer May BRYCE as tenants in common in equal shares.</td>
</tr>
<tr>
<td>Instrument of title</td>
<td>Computer Freehold Register CB31K/73.</td>
</tr>
<tr>
<td>Encumbrances</td>
<td>678433.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941.</td>
</tr>
<tr>
<td>Mineral Ownership</td>
<td>The Mines and Minerals are held by the freehold owner.</td>
</tr>
<tr>
<td>Statute</td>
<td>Not applicable.</td>
</tr>
</tbody>
</table>

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.
<table>
<thead>
<tr>
<th><strong>LAND STATUS REPORT</strong> for Manuka Point Tenure Review (Freehold land)</th>
<th><strong>LIPS Ref</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Property</strong> 4 of 4</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Type</th>
<th>Lease under s83 Land Act 1948</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area</td>
<td>7419.6000 hectares more or less</td>
</tr>
<tr>
<td>Term</td>
<td>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</td>
</tr>
</tbody>
</table>

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
RELEASED UNDER THE OFFICIAL INFORMATION ACT

TRANSFER
918497 to James Harding Crosby
Morris of Manuka Point, Farmer -
11/7/1973 at 1.50 p.m.

Mortgage 918498 to Jillian Red Richards
Loughman and Ethel Lawrence Walker
11/7/1973 at 1.50 p.m.

Certificate of Alteration altering the area of
the within land to 8890.9435 hectares
79.10.1973 at 1.45 p.m.

Certificate of Alteration 951201 altering
the area of the within land to 7290 hectares
21.3.1974 at 10.45 a.m.
No. 678433/1 Land Improvement Agreement under section 30A Soil Conservation and Rivers Control Act 1941 - 30.4.1987 at 11.35am

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

for A.L.R.

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

for A.L.R.

Mortgage 782457/5 to Trust Bank South Canterbury Limited - 26.10.1990 at 2.30pm

for A.L.R.

No. 889847/1 Certificate pursuant to Section 113 Land Act 1948 whereby the area of the within land is increased to 7419.600 hectares by the incorporation of Sections 1 and 2 50 17471 and a variation of the within terms - 24.9.1990 at 11.33am

for A.L.R.

Variation of Mortgage 782457/5 - 26.10.1990 at 9.55am

for A.L.R.

Transfer A80157/3 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

for A.L.R.

Mortgage A80157/3 to the New Zealand Insurance Life Limited - 8.11.1993 at 11.59am

for A.L.R.

Mortgage A193542/2 to Trust Bank New Zealand Limited - 11.9.1995 at 1.01pm

for A.L.R.

Change of appellation whereby the description (section 1930) is changed to

A.L.R.
APPENDIX 2
CONSERVATION
TE PAPA ATAWHAI

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

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DEPARTMENT OF CONSERVATION
PRIVATE BAG CHRISTCHURCH NEW ZEALAND
TELEPHONE (03) 379-0758 CHRISTCHURCH
FAX (03) 371-3770
Memo

TO: NOTE FOR FILE

RE: SURRENDER OF RETIRED AREA

I discussed the proposed boundaries as he understands them with the reinforced land command in his letter that he locked up last June on the basis that the boundary rehabilitation was part and parcel to the plan if the boundary rehabilitation didn't go ahead, neither does the surrender of the retired area.

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

1. Continued climb is a problem that we should be involved in a new issue.

2. The DCO that just below should be made from a new letter and be guaranteed access to the land and up Jerusalem Dairy.

3. The line above Jerusalem Stream should read within the line. Approach there are 2 streams and classified streams outside the Stream and it was agreed the boundary would follow if the northern most one until we crossed the 4500' contour at the ridge line. There are some reasonably coming through so follow 4. The boundary should follow the handle above and horizontal and it should be straightforward to define the line of the bed of the hill along the Reserve Plan.

5. Tellirra rock that should be included included in the lease.

I see no problems within these points and will sign DFC.

SIGN: DFC

DESIGNATION: CONSTRUCTION
APPENDIX 3
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

NZ Forest Service
Head Office
WELLINGTON
UNDERTAKING made this 16th day of November 1984

BY WHICH 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 Grantee by the Grantor (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 authorized 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 colored 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 with the prior written permission of the Grantor.
(b) immediately after passing through any gate or 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 or visitors to any adjoining or nearby lands.

(f) 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 however caused on or near the road by the Grantee.
(1) take out and keep current a public risk 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 lessees) of the Grantee's land or any part thereof which has or may have already been sold (or leased)) which covenant shall annexe in perpetuity for the benefit of the Grantor.

(b) to obtain from any Purchaser(s) 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(s) a like covenant.

PROVIDED HOWEVER THAT this clause and the covenant to be executed under it by the Purchaser(s) of the land here by 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.
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 Grantee pursuant to section 40 of the Forests Act 1949 OR
   (b) the Grantee where in his opinion, the Grantee 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
HUNDRED SEVEN NECTARES (8.0937 ha) more or less being Rural Section 27821,
Block I, Glances 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. 253 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 NECTARES
(7990 ha) more or less being part Run 273 (Hanuka Point) situated in Blocks IV
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 No. 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 HODG, Land Officer,
New Zealand Forest Service,
Wellington in the presence of:

                          (Signature)

Commissioned Land Office
New Zealand Forest Service, Wellington

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

                          (Signature)

Mr. F. Plimmer
R.D. 2, R.D. Rakia

(1443B(154F))