

## **Crown Pastoral Land Tenure Review**

**Lease name : THE POPLARS**

**Lease number : PC 015**

### **Due Diligence Report (including Status Report) - Part 3**

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.

**October 06**

**APPENDIX 5**

Dated 4 October 1991 <sup>259</sup>

RELEASED UNDER THE OFFICIAL INFORMATION ACT  
Between

GLASNEVIN HOLDINGS LIMITED  
at Christchurch

Lessor

and

AMURI AREA SCHOOL BOARD OF  
TRUSTEES

Lessee

---

DEED OF LEASE

---

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

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

DEED OF LEASE made the 4th day of October 1990 1991  
RELEASED UNDER THE OFFICIAL INFORMATION ACT  
BETWEEN GLASNEVIN HOLDINGS LIMITED at Christchurch (hereinafter called "the  
Lessor") of the one part AND THE AMURI AREA SCHOOL BOARD OF TRUSTEES  
(hereinafter called "the Lessee"):

NOW IT IS HEREBY AGREED:

1. THAT the Lessor hereby demises to the Lessee and the Lessee hereby accepts on lease that piece of land as described in the Schedule hereto for a term of 27 years from and including the 1st day of July 1990 of an annual rent of .
2. A right of renewal will be offered to the Lessee on the same terms and conditions, providing the Lessor exercises his right of renewal under the head lease. Any such renewal shall not exceed the term of the head lease.
3. THE Lessee covenants as follows:
  - (a) To pay the said rent if demanded, and to duly pay and discharge all existing and future outgoings payable by law either by the Owner or the occupier in respect of the demised land.
  - (b) To use the demised land and buildings only for the purpose of a school outdoor education facility.
  - (c) That new buildings or alteration to the exterior of the present building has prior consent of Landcorp and the pastoral lessee.
  - (d) Not to assign underlet or part with the possession of the demised land or any part thereof.
  - (e) If required at its own expense to erect adequate stock-proof fences between the demised land the neighbouring land of the Lessor and at its own expense to repair and maintain such fences in good repair and stock-proof condition.
  - (f) To keep the demised land in good repair and condition and at the end of the term of the lease or upon its sooner determining to deliver up the demised land in good order and condition.
  - (g) To control all weeds and pests on the demised land, and will at its own expense comply with all statutes ordinances proclamations order or regulations affecting the demised land and with all requirements request notices or orders which may be given by any competent authority in respect of the demised land.

4. IT IS HEREBY MUTUALLY COVENANTED AND AGREED as follows:

(a) It shall be the sole responsibility of the Lessee to maintain and repair the building and associated facilities which it has erected on the demised land and to maintain the supply of electricity and water to the said buildings. The Lessee may at any time remove the said buildings and facilities from the land and shall at the end of the term of the lease or upon its sooner determination, remove all its buildings or structures erected by it on the demised land in a workmanlike manner so as not to cause any damage to the demised land and forthwith, after such removal, to restore the site as far as possible to its original condition.

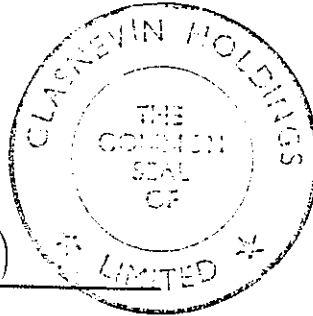
(b) The Lessee will at all reasonable times permit the Lessor or the Lessor's agents or workmen to enter on the demised land either to view the state thereof or to do repairs.

SCHEDULE

That piece of land containing approximately 0.2 hectares and 0.3 hectares accessway forming part of the Poplars Station, being Part Run 351 situated in Boyle, Marion and Skidaw Survey Districts and being more particularly defined in the site plan attached hereto.

IN WITNESS WHEREOF these presents have been executed the day and year first above written

The Common Seal of )  
GLASNEVIN HOLDINGS LIMITED)  
at Christchurch was hereto )  
affixed in presence of: )



*John of St. Mary (DIA)*  
*Steph...*

SIGNED for and on behalf of the )  
AMURI AREA SCHOOL BOARD OF TRUSTEES )  
by PATRICK HOBAN CHAIRPERSON )

*PG Hoban*

Witness *John B. Lewis*

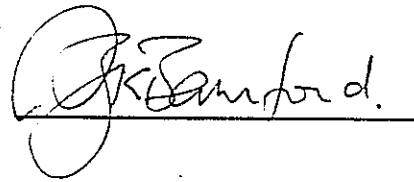
Occupation *Housewife*

Address *"Abeyards" Coleridge*

RELEASED UNDER THE OFFICIAL INFORMATION ACT

The within sublease was hereby consented )  
to pursuant to Section 89 Land Act 1948. )

SIGNED for and on behalf of HER MAJESTY ) LAND CORPORATION LIMITED  
THE QUEEN pursuant to a Deed lodged with ) by its Attorney  
the District Land Registrar as No 856748/1 )  
by LANDCORPORATION LIMITED by its Attorney )  
SIMON JOHN KNOWLES BAMFORD in the presence )  
of )



Witness Bradley  
Occupation Consultant  
Address Landcorp Christchurch.

repair  
the  
er to  
  
the  
its  
  
land  
s  
  
sor's  
he  
  
ed in  
ined  
  
st

RELEASED UNDER THE OFFICIAL INFORMATION ACT  
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, SIMON JOHN KNOWLES BAMFORD Property Officer, of Christchurch.

HEREBY CERTIFY -

1. THAT by an agreement dated the 24th day of January 1990 a copy of which is deposited in the Land Registry Office at -

CHRISTCHURCH (Canterbury Registry) and there number 856748/1

HER MAJESTY THE QUEEN appointed LAND CORPORATION LIMITED at Wellington its Attorney on the terms and subject to the conditions set out in the said Agreement.

2. THAT by Deed dated the 12th day of June 1987 a copy of which is deposited in the Land Registry Office at -

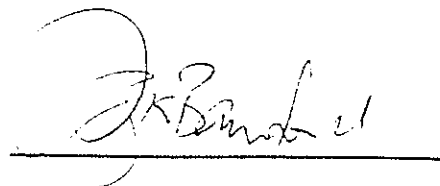
CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2

LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

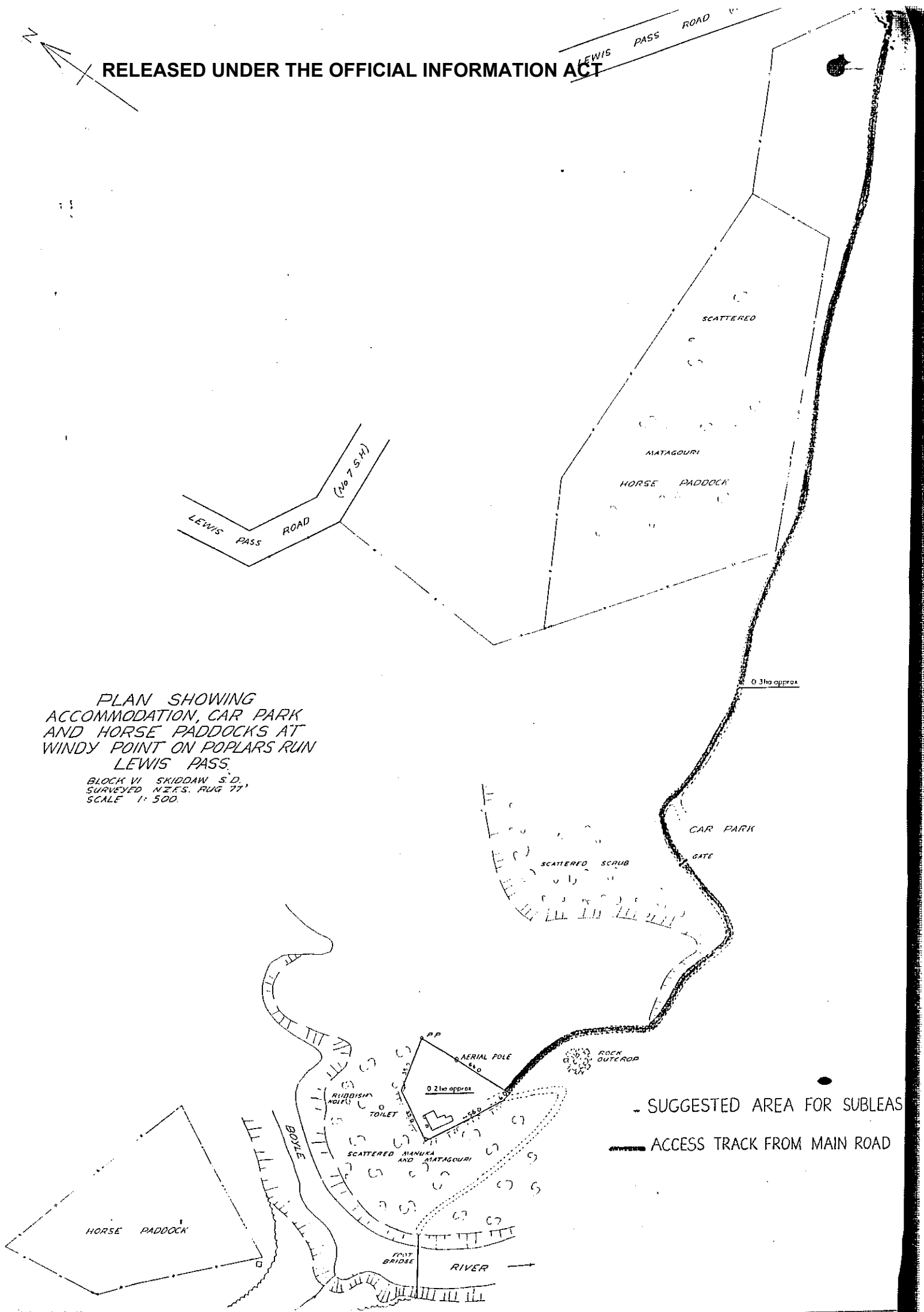
3. THAT at the date hereof I was Property Officer of the said Corporation.

4. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Christchurch  
this 4 day of October 1990  
1991



Simon John Knowles Bamford



PLAN SHOWING  
 ACCOMMODATION, CAR PARK  
 AND HORSE PADDOCKS AT  
 WINDY POINT ON POPLARS RUN  
 LEWIS PASS.

BLOCK VI SKIDDAW S.D.,  
 SURVEYED N.Z.F.S. FIG 77  
 SCALE 1:500.

- SUGGESTED AREA FOR SUBLEAS

— ACCESS TRACK FROM MAIN ROAD



**APPENDIX 6**

RELEASED UNDER THE OFFICIAL INFORMATION ACT

17. The Purchaser will permit the Crown to enter the land to remove the buildings on the said land shown on attached plan B if so required by the Crown.

18. The purchase price shall include the fitted floor coverings, drapes, curtains, blinds, stove and TV aerial situated in the relocated dwelling-house on the Property and the carpet, stove and Zip water heater in the shearers' quarters.

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

19. The purchase price shall not include:

WITH CONTRACT 50272 ONLY.  
NOT TO BE FURTHER COPIED, REPRODUCED  
OR DISTRIBUTED WITHOUT THE  
PERMISSION OF LINZ

- (i) The free standing bridge stored in the car park on the property.
- (ii) The trees and shrubs in the domestic garden. If required by the Vendor, the Vendor shall have access to the property up to 30 April 1996 to remove these trees and shrubs.

20. The following stock are not included in the sale:

- 30 merino ewes )
- 15-20 lambs ) All located in the home paddock
- 10 half-bred ewes )
- 7 wethers )
  
- 32 mixed-age heifer cows-) in a separate herd running
- 1 Hereford bull ) on Poplar Hill.

21. The Purchaser acknowledges the right of Gordon Edward Bunting of Lewis Pass, Retired for the remainder of his life to occupy and graze stock on an area of land containing approximately 1 hectare situated on the Property between "The Poplars Bridge" and the dwelling-house occupied by the said Gordon Edward Bunting. The Purchaser shall bind the Purchaser's successors in title to this same clause including the obligation to bind successors in title.

**APPENDIX 7**

W.L. Brown LLB (Hons) Principal

RELEASED UNDER THE OFFICIAL INFORMATION ACT

W. Woods LLB, Associate  
C. Gray BA, LLB, Solicitor  
M.J. McDonald LLB, Law Clerk

**WILLIAM L BROWN**

BARRISTER & SOLICITOR

Address:  
8 Durham Street, Rangiora.

Postal Address :  
P.O. Box 166 Rangiora.  
New Zealand  
DX WP 29503  
Rangiora Office Telephones:  
(03) 313-4628 (3 lines)  
Direct line from Christchurch  
(03) 379-5522  
Fax : (03) 313-7646

15 April 1996

The Regional Solicitor  
Department of Survey and Land Information  
DX WP 20105  
CHRISTCHURCH


ATTENTION: Mr R J Milne

Dear Sir

**POPLARS STATION - AGREEMENT FOR SALE OF IMPROVEMENTS**

Thank you for your letter of 11 April 1996. I now enclose the undertaking which was mistakenly omitted from my earlier letter.

Yours faithfully  
**WILLIAM L BROWN**



Ref: 2616.1  
Encl:  
1/9/a/lrb

CONFIDENTIAL COPY PROVIDED TO  
LINZ (CROWN PROPERTY MANAGEMENT)  
CONTRACTOR FOR PURPOSES ASSOCIATED  
WITH CONTRACT 50272 ONLY.  
NOT TO BE FURTHER COPIED, REPRODUCED  
OR DISTRIBUTED WITHOUT THE  
PERMISSION OF LINZ

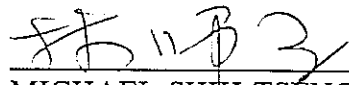
RELEASED UNDER THE OFFICIAL INFORMATION ACT

TO: The Regional Solicitor  
Department of Survey and Land Information  
Christchurch

POPLARS STATION (1996) LIMITED hereby undertakes not to build any structure on the area hatched in Plan 'E' as annexed to the Contract to Purchase Poplars Station such Contract being between ourselves and Poplars Station Limited

Dated this 1st day of April 1996.

POPLARS STATION (1996) LIMITED  
by two of its Directors:

  
\_\_\_\_\_  
MICHAEL SHIH-TSENG LIN  
Director

  
\_\_\_\_\_  
HOWARD KEITH CHANDLER  
Director

RELEASED UNDER THE OFFICIAL INFORMATION ACT

## APPENDIX 8



# Memorandum of Agreement

File Reference: 5350-C8066-104

*Full Name, Address and Occupation of Owner*

**POPLARS STATION LIMITED** a duly registered company having its registered offices at **Christchurch**

(called the Owner) being the lessee of the land described below for an estate of leasehold in possession offers to sell to the Crown for the sum of ' ; if any) free of all leases and tenancies and discharged from all encumbrances

all the piece of land within that area as shown Emergency Route 1, Temporary Alignment from point X to point Y on plan marked A annexed hereto and all that piece of land within the area shown hatched on plan marked G (known as Stewarts Fan) subject to survey and subject in particular to Schedule C Special Condition 3 and being part of the Lessee's interest in Pastoral Lease No. 15 held in Certificate of Title 28F/1034 Canterbury Land Registry (called the Land) together with all improvements and fixed plant within that area shown hatched on plan marked B and subject to the conditions set out in the Schedules: B and C

The Owner agrees to execute a transfer of land or alternatively at the option of the Crown the Owner agrees to the land being taken by Proclamation or Declaration under the Public Works Act 1981, and to accept the above sum in full and final settlement of compensation for the land required for road and all buildings and fixed plant as delineated within that area as shown hatched on plan marked B together with the rights, easements, and appurtenances thereto belonging and of all claims and demands in respect thereof or in respect of damage to the surrounding land by severance or otherwise howsoever; And the Owner authorises the Crown to retain and pay (if demanded) to the persons entitled the whole or a sufficient portion of the compensation to release the land from all encumbrances affecting the same; And the Owner further agrees to make available a good title to the pastoral lease held in Certificate of Title 28F/1034 and to comply with the requirements set out in the Schedules.

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

WITH CONTRACT 50272 ONLY.  
NOT TO BE FURTHER COPIED, REPRODUCED  
OR DISTRIBUTED WITHOUT THE  
PERMISSION OF LINZ

**Poplars Station Limited**  
*Name of Company*

in the presence of:

*[Signature]*  
Signature of Director

*[Signature]*  
Signature of Director

Signature of Secretary

I accept the above offer to sell/confirm the above agreement to take by Proclamation or Declaration.

Dated at Christchurch this 19<sup>th</sup> day of December 1995

Signed by: *[Signature]*  
Signature of Authorised Officer

Acting on behalf of the Crown pursuant to Section 4B of the Public Works Act 1981 and pursuant to delegated authority

*Richard Julian Mills*  
Name of Authorised Officer

In the presence of:

*[Signature]*  
Signature of Witness

STEPHEN JOHN CAVANAGH  
Name of Witness

CHRISTCHURCH  
Address of Witness

PROPERTY OFFICER  
Occupation of Witness



~~Schedule A: Conditions Relation to Transfers~~

~~(1) Date of Settlement~~

~~— The date of settlement shall be:~~

~~— (a) One month from acceptance of offer if survey is not required for giving title or,~~

~~— (b) Three weeks from depositing of land transfer plan if survey is required for giving title. Crown will do survey.~~

~~(2) Date for Possession & Apportionments~~

~~— Vacant possession of the land shall be given to the Crown and net rates shall be apportioned on the date of settlement and for this purpose the latest rate demand received by the Owner up to date duly receipted shall be forwarded to the Crown.~~

~~(3) Execution of Transfer~~

~~— Upon payment of purchase money and any apportionments by the Crown the Owner and all other necessary parties will execute in favour of the Crown a valid conveyance or other assurance of the land free from encumbrances, such document to be prepared by and at the expense of the Crown and to be given to the Owner for execution.~~

~~(4) Possession subject to Tenancy [delete "Vacant.... and" from (2)]~~

~~— The owner shall advise the full name of each tenant, the rent payable and when, the nature of the tenancies (weekly, monthly etc) and the date to which rent is paid; the Owner shall collect up to date of settlement, after which the Crown will collect.~~

~~(5) Insurance~~

~~— Insurance premium shall not be apportioned and the land shall remain at the sole risk of the Owner and if any damage is done to the land prior to settlement other than by the Crown such damage shall be made good by the Owner prior to settlement or the cost of making good such damage shall be deducted from the purchase money.~~

~~(6) Survey by Owner if applies delete last sentence of (1)(b).~~

~~— The survey shall be done by and at the expense of the Owner and if the Crown considers the Owner is not taking reasonable steps to have the plan deposited without delay the Crown may give to the Owner by registered letter notice that it requires the plan to be deposited within a period of six months from the date of notice and if at the expiration of such period of six months from the date of such notice the plan has not been deposited the Crown may arrange for any necessary survey to be carried out or completed and a plan of the land deposited in the Land Transfer Office and the cost of such work shall be deducted from the purchase money.~~

~~(7) Compensation~~

~~— The Owner acknowledges that the above sum is in full settlement of compensation pursuant to the provisions of the Public Works Act 1981 for the land together with the rights, easements and appurtenances thereto belonging and of all claims and demands in respect thereof or in respect of damage to the surrounding land by severance or otherwise howsoever.~~

Note: The Owner should initial this side of the page and any alteration in print and additions to print and should be given a copy of this form for his own use.





**Schedule B: Conditions relating to land taken or to be taken by Proclamation or Declaration**

**(1) Acquisition of Title**

The Crown will take title by Proclamation or Declaration but may register a compensation certificate against the title pending issue of the Proclamation or Declaration to facilitate settlement.

**(2) Possession**

Possession of the land as depicted cross hatched on plan marked C annexed hereto shall be given to the Crown on 22 December 1995 for the purposes of constructing the temporary highway and associated works mitigating the effect of the fan notwithstanding the Owner shall continue to occupy the homestead and use the outbuildings up to and inclusive of 31 March 1996 or earlier by mutual agreement and net rates shall be apportioned on settlement which shall be no later than 22 December 1995.

**(3) Mortgagees' Statements**

As the issue of the Proclamation or Declaration will clear the land of any encumbrance the Owner shall advise whether the land is subject to any registered or unregistered mortgage, lien, or charge. If the land is so subject the Owner or his solicitor shall forward to the Crown a statement signed by each Mortgagee and holder of the lien or charge setting out the amount required to be paid to it in discharge or reduction of the mortgage debt or for the release of the lien or charge.

**(4) Rates**

Unless the land is part only of the Owner's property in the same holding on the rating roll the Owner shall forward to the Crown the latest rate demand received by him up to date duly received as to payment.

**(5) Possession Subject to Tenancy** delete "*Vacant ... and*" from (2)

The Owner shall advise the full names of each tenant, the rent payable and when, the nature of the tenancies (weekly, monthly, etc) and the date to which the rent is paid. The Owner shall collect all rent up to day of settlement of the said sum after which the Crown will collect.

**(6) Insurance**

Insurance premium shall not be apportioned and from the signing of this Agreement the land and improvements shall remain at the sole risk of the Crown and the Owner's plant and chattels to remain at the risk of the Owner until the date of settlement i.e. 31 March 1996 and if any natural event (other than an event caused by the Crown or by contractors on behalf of the Crown) occurs that makes the homestead uninhabitable and the outbuildings unusable the Crown is under no obligation to make good nor provide alternative accommodation to the Owner.

**Schedule C: *see attached page for any conditions special for this transaction***



## Memorandum of Agreement continued

### Schedule C : Special conditions relating to this transaction

1. The Owner acknowledges the Crown shall have entry for the purposes of undertaking the construction of a temporary and a permanent highway alignment along the route as depicted on plan marked A annexed hereto from the 22 December 1995 and subject to Special Condition Clause 3 hereunder.
2. The Owner acknowledges that the Crown may enter and re-enter and temporarily occupy the Owner's land not on the actual new alignment with or without such assistants, agents, contractors, workmen, vehicles, appliances, machinery and equipment as are necessary for the purpose of constructing the temporary and permanent highway and includes maintaining the existing mitigation work and including the stockpiling in that area hatched on plan marked D annexed hereto. Such stockpiling includes two new areas shown cross hatched on plan marked D.
3. The parties acknowledge that the Crown, may following detailed studies exercise a right to vary the area comprising the final alignment of the permanent highway due to natural causes and construct the permanent highway within the Owner's land outside the alignment as shown within the plan marked A referred to in special clause 1 above and any such change to the alignment shall not be subject to compensation.
4. The Owner acknowledges the compensation monies include the Crown's purchase from the Owner of all the Owner's buildings and improvements within the area hatched on plan B attached hereto and the Owner shall allow the Crown or its agent's or contractors entry on to the Owner's land for the removal of the buildings subject to the Crown leaving the site in a good condition.
5. The compensation monies comprise :
  - A: The Crown's purchase of Owner's interest in the land required for the highway.
  - B: The Crown's purchase of the Owner's buildings and improvements within the area hatched on Plan B .
  - C: The right to a restrictive covenant being registered against the Owner's title in favour of the Crown as outlined in clause 7 of these special conditions.
6. The Owner shall allow the Crown access onto the Owner's land to facilitate drainage associated with the eroding gully and the new highway subject to the Crown ensuring the Owner's stock remain fenced from the highway. Such agreement being protected by a separate compensation certificate being registered against the Owner's title and shall enure against subsequent purchaser's to the benefit of the Crown.
7. The Crown shall register a restrictive covenant against the Owner's title that prohibits any building structure from being constructed or positioned within the area hatched in plan marked E annexed hereto, saving and excepting that the Owner may erect stock proof fencing within this area.

A handwritten signature or set of initials in the bottom left corner of the page.

A handwritten signature or set of initials in the bottom right corner of the page.



8. The Crown shall pay both the owner's legal and valuers reasonable fees (including disbursements) arising from the following:
  - (a) this transaction; and
  - (b) the third party sale referred to in clause 12 or the sale of the balance land stock and plant referred to in clause 13; and
  - (c) a replacement farm purchase but limited to the amount which would be payable on the purchase of a replacement property up to plus stock and plant.
9. The Crown undertakes to pay the Owner's reasonable removal expenses as provided for within Section 66 Public Works Act .
10. The area to be subject to the building covenant restriction and the final alignment as provided for in special condition number 3 above will be more particularly delineated on a Survey plan to be signed and acknowledged by the Owner but surveyed and prepared by the Crown at its sole cost upon completion of the permanent new alignment.
11. The Owner shall sell the balance of the Pastoral Lease No. 15 held in CT 28F/1034 together with the property's plant nominated by the owner as for sale (the nominated plant being that plant named in Appendix I following this Schedule C) and the stock on the property on the following terms:
  - (a) The purchaser to be nominated by the Crown.
  - (b) The pastoral lease interest sold (called "the balance pastoral lease") shall be subject to:
    - (i) The Agreement herein and the interests acquired by the Crown under it (including the restrictive covenant for the buildings).
    - (ii) Notice 699454 under Section 60A Land Act 1948 .
    - (iii) Electricity Agreement No. 841607 (if that Agreement is still current)
    - (iv) Certificate 602088/2
    - (v) Land Improvement Agreement No. 918288/1
    - (vi) Certificate No. A19335/1.
    - (vii) Gazette Notices A44999/1 and A44999/2.
    - (viii) Compensation Certificate No. A152214/1.
    - (ix) A licence to Gordon Edward Bunting of Lewis Pass, Retired for the remainder of his life, to occupy and graze stock on an area of land containing approximately 1 hectare on the property between "The Poplars bridge" and the dwelling house occupied by the said Gordon Edward Bunting. It being agreed that the purchaser shall bind the purchaser's successor in title to this same clause including the obligation to bind successors in title.
    - (x) The sub-lease to the Amuri Area School Board of Trustees ( a copy of which is attached). The Purchaser covenants with the vendor:



- (i) To meet the lessor's obligations set out in the said sub-lease;
- (ii) To indemnify the vendor against any costs, expenses or liability incurred by the vendor as a consequence of the purchaser's breach of the purchaser's covenants under paragraphs (i) and (iii) of this Clause 11(b); and
- (iii) To require any transferee of the purchase to enter into the same covenants as are contained in this Clause 11(b)(x) (including an obligation to bind future transferees).

It is agreed that in this Clause 11(b)(x) a reference to the purchaser includes the purchaser's successors and personal representatives.

(c) The property sold excludes:

- (i) The free standing bridge stored in the car park on the property; and
- (ii) The trees and shrubs in the domestic garden.

(d) (i) The purchase price of the balance pastoral lease to be nominated by the Crown

(ii) The purchase price for the stock to be at valuation as referred to in Clause 22.

(iii) The purchase price for the nominated plant to be at valuation as referred to in Clause 22.

(e) Except as expressly written in this Agreement, save and except for the Crown explaining its interest relating to the road requirement, building covenant and drainage works all matters relating to the existing farming operation and management of the property shall be acquired from the Owner by the purchaser.

(f) The vendor will not be liable in any way to the purchaser if it is found that any fence is not erected on the true boundaries of the property.

(g) The following stock are not included in the sale:

- 30 merino ewes )
- 15-20 lambs ) All located in the home paddock
- 10 half-bred ewes )
- 7 wethers )
  
- 32 mixed-age heifer cows ) in a separate herd running
- 1 Hereford bull ) on Poplar Hill.

(h) Grazing Permit Reference LG 331 dated 25 November 1986 whereby the vendor as permittee holds a permit in respect of that area of Crown Land containing approximately 556.5599 hectares more or less situated in the Land District of Canterbury and being more part of the river boundary of the Hope, Boyle and Doubtful Rivers situated in the Boyle, Marian and Skiddaw Survey Districts and such permit shall be surrendered on 31 March 1996 or such earlier date of settlement whichever is the earlier and the Vendor will make a joint application with the purchaser to the Crown for the issue of a grazing permit in replacement in favour of the purchaser.





- (c) The pastoral lease interest (called "the balance pastoral lease") sold to the Crown under the preceding paragraph (b), shall be subject to:
- (i) The Agreement herein and the interests acquired by the Crown under it (including the restrictive covenant for the buildings).
  - (ii) Notice 699454 under Section 60A Land Act 1948 .
  - (iii) Electricity Agreement No. 841607 (if that Agreement is still current)
  - (iv) Certificate 602088/2
  - (v) Land Improvement Agreement No. 918288/1
  - (vi) Certificate No. A19335/1.
  - (vii) Gazette Notices A44999/1 and A44999/2.
  - (viii) Compensation Certificate No. A152214/1.
  - (ix) A licence to Gordon Edward Bunting of Lewis Pass, Retired for the remainder of his life, to occupy and graze stock on an area of land containing approximately 1 hectare on the property between "The Poplars bridge" and the dwelling house occupied by the said Gordon Edward Bunting. It being agreed that the purchaser shall bind the purchaser's successor in title to this same clause including the obligation to bind successors in title.
  - (x) The sub-lease to the Amuri Area School Board of Trustees ( a copy of which is attached). The Crown covenants with the Owner

*in male please*  
*L.S.*  
*J.S.*  
*L.S.*  
*J.S.*  
*L.S.*  
*J.S.*

- (i) To meet the lessor's obligations set out in the said sub-lease;
- (ii) To indemnify the Owner against any costs, expenses or liability incurred by the vendor as a consequence of the Crown's breach of the Crown's covenants under paragraphs (i) and (iii) of this Clause 13<sup>(c)(x)</sup>; and
- (iii) To require any transferee of the purchase to enter into the same covenants as are contained in this Clause 13<sup>(c)(x)</sup> (including an obligation to bind future transferees).

It is agreed that in this Clause 13<sup>(c)</sup>~~(b)~~(x) a reference to the Crown includes the Crown's successors

- (xi) The third party agreement referred to in Clause 11 (if one is in existence but hasn't been settled by 31 March 1996).

- (d) The property sold excludes:
- (i) The free standing bridge stored in the car park on the property; and
  - (ii) The trees and shrubs in the domestic garden.
- (e) The vendor will not be liable in any way to the purchaser if it is found that any fence is not erected on the true boundaries of the property.

*[Signature]*

*[Signature]*



- (f) The following stock are not included in the sale:
- 30 merino ewes )
  - 15-20 lambs ) All located in the home paddock
  - 10 half-bred ewes )
  - 7 wethers )
  
  - 32 mixed-age heifer cows ) in a separate herd running
  - 1 Hereford bull ) on Poplar Hill.
- (g) The Owner shall surrender the Grazing Permit reference LG 331 on the settlement date.
- (i) The settlement date shall be 31 March 1996 or such earlier date mutually agreed upon between the parties (called "the date of settlement").
- (j) Clause 9.0 of the Real Estate Institute of New Zealand and Auckland District Law Society Agreement for Sale and Purchase of Real Estate Form 6th Edition shall apply as though this Clause was set out in full here in this Agreement.
14. The Crown shall allow the Owner possession of the homestead and use of the farm outbuildings up to and inclusive of the date of settlement, at which date the owner undertakes to give vacant possession.
15. The Crown undertakes at its expense to temporary fence the Hope River side of the planned realignment before road construction works commence and immediately before traffic use the new alignment to temporary fence at the Crown's expense the North side to the new alignment. Such new temporary fencing to be linked to the existing fences.
16. The Crown undertakes not to unduly interfere with the Owners farm operation and occupation of the homestead and the homestead building and any other farm buildings and undertakes to include a like clause in the contract documents for the road construction project. It is agreed that this Clause 16 shall take precedence over the other terms in this Agreement.
17. The Crown shall not carry out any construction work within the homestead infrastructure closer than a line from the fence line west and behind the diesel tank running north towards the current Highway, whilst the Owner is in occupation and shall include a clause in the road construction contract to this effect. It is agreed that this Clause 17 shall take precedence over the other terms in this Agreement other than Clause 26.
18. The Owner shall provide his consents to all resource consent applications (as Owner) that the Crown may wish to advance to mitigate the effects of the mud flow. The Crown shall indemnify the Owner against any liability incurred by the Owner as a consequence of work carried out by the Crown which relates to the resource consents.
19. The Owner undertakes not to increase his stock numbers except by natural circumstances.
20. This agreement is subject to the Crown acting in the capacity as Lessor under the Land Act 1948 approving the realignment and building covenant. This condition is a condition subsequent.
21. A sum of \_\_\_\_\_ shall be paid to the Owner on 22 December 1995 for:
- (i) \_\_\_\_\_ disturbance



- (ii) solatium
- (iii) loss of pasture

22. Where within the Agreement provision exists for stock and plant to be at valuation; the agreed method of valuation will be that both parties appoint their own valuer and will agree to the appointment of a third independent valuer to act as umpire. That in the event of the two valuers not reaching agreement the valuation be determined by the umpire and the decision of the umpire shall be binding on the parties. The Crown to meet the Owner's reasonable valuation costs.
23. (i) The Owner undertakes to arrange for yarding of the stock for the purposes of arranging valuation upon request of the Crown at a date (mutually agreed) subject to weather conditions it being intended that the yarding will be completed to enable a valuation to be concluded before 31 March 1996. If, due to adverse weather conditions, the musterer and yarding is not completed by 31 March 1996, the owner will complete it as soon as possible after that date and access to the property shall be given to the owner and employees with vehicles to carry out the exercise.
- (ii) In the event that delay has eventuated due to adverse weather delaying valuation of the stock to take place after 31 March 1996 the Crown shall disburse the sum of / to be placed in the Owner's Solicitor's Trust Account on date of settlement to be retained and not disbursed pending the valuation of such stock being completed. In the event the stock valuation exceeds the aforesaid sum then the Owner's Solicitor shall forward a statement to the Crown and the Crown shall disburse the balance owing to the Owner's solicitor within five working days. Should the valuation be less than the aforesaid sum retained by the Owner's Solicitor then the Owner's Solicitor shall forward a statement and reimburse the overpaid sum to the Crown within five working days of notification of the valuation.
24. The Owner shall carry out normal farming operations until the date of settlement .
25. The Owner shall allow the Crown entry and permit the construction of a crest cut off drain within the Owner's property at the Boyle Bluffs within that area shown hatched on plan marked H annexed hereto to prevent runoff from discharging and causing instability.
26. (a) Notwithstanding Clause 17, the parties acknowledge that in the event due to natural causes the existing highway is closed that traffic may be routed via the Owner's farm tracks whilst the temporary road is under construction and the parties acknowledge this use of the farm tracks may continue up to a period not exceeding 4 days. The emergency route is shown highlighted in black on plan marked F annexed hereto.
- (b) The use of the emergency route shall be confined to daylight hours only.
- (c) The Crown shall maintain the farm tracks during their traffic use under Clause 26(a) and shall reinstate them immediately after the Crown use for public traffic.
- (d) Subject to Clause 26(c) and subject to the traffic only using the farm tracks under Clause 26(a) for a period not exceeding 4 days, it is agreed that such traffic use of the farm tracks will not unduly interfere with the Owner's farm operation and occupation of the homestead and the homestead and other buildings within the meaning of Clause 16.
27. In the event due to natural causes, between the date of this agreement being signed and to the settlement date, that the farming operation from the existing infrastructure is adversely influenced by the natural event the parties shall co-operate with one another to minimise the impact on the





- farming operation and the Crown shall not be responsible to re-establish the Owner in an alternative property prior to the date of settlement.
28. The Owner shall allow access on to the property to prospective contractors for inspection purposes in order to prepare a tender for the works.
  29. The Crown shall pay the Owner Real Estate commission on the third party sale referred to in Clause 11 at a commission rate to be first agreed to by the Crown pursuant to Clause 11(l) if commission applies.
  30. The Crown shall its cost provide a useable stock water supply within the cattle yard paddock for TB testing in early February.
  31. If from any cause whatever except due to the default of the owner, any payment due to be made by the Crown to the Owner is not paid on the due date for payment, the Crown shall pay to the Owner interest at 15% per annum on the money unpaid from the due date for payment until payment. This Clause is without prejudice to the Owner's rights or remedies including any right to claim for additional expenses or damages. For the purposes of this Clause, payment made on a day other than a working day or after 4.30 pm on a working day shall be deemed to be made on the next following working day with interest to be computed accordingly.
  32. The obligations of the parties under this Agreement shall not merge with the transfer of title to the land or with delivery of the chattels.
  33. The Owner undertakes to discharge the electricity agreement No.841607, prior to the date of settlement, if the electricity agreement has lapsed.
  34. Notwithstanding Clause 11 the parties agree that the third party sale of the balance pastoral lease may at the option of the Crown be marketed for sale either by contract pursuant to the terms of Clause 11 and may be listed with real estate agents or by Public Auction whereupon the Owner will co-operate and attend the auction at a date nominated by the Crown and at the direction of the Crown execute a Memorandum of Agreement for the Sale of Real Estate which terms of sale shall incorporate the terms of Clause 11.
  35. The Crown reserves the right after 1 April 1996 to remove the temporary fencing on the north side of the temporary alignment to undertake control and drainage works as the fan develops within that area between the present highway and the new highway alignment.
  36. The Crown shall at its cost preserve the holding paddock fencing so that the following farm management practices are protected; shearing, TB testing and weaning and holding for stock valuation purposes.
  37. Subject to the right of the Owner to claim compensation in terms of the Public Works Act 1981 under Compensation Certificate No. A 152214/1 registered against the Pastoral Lease of the property, the Owner accepts the aforesaid compensation monies in full and final settlement arising in any way whatsoever from the matters herein and of all claims and demands in respect to this transaction or otherwise whatsoever.



APPENDIX 1

Nominated plant

Bulldozer - Fait AD 14B

Truck - Bedford 4x4 with crate (as is where is)

Woolpress Donald

Shearing machines

Bridge - portable

Dip-mini spray

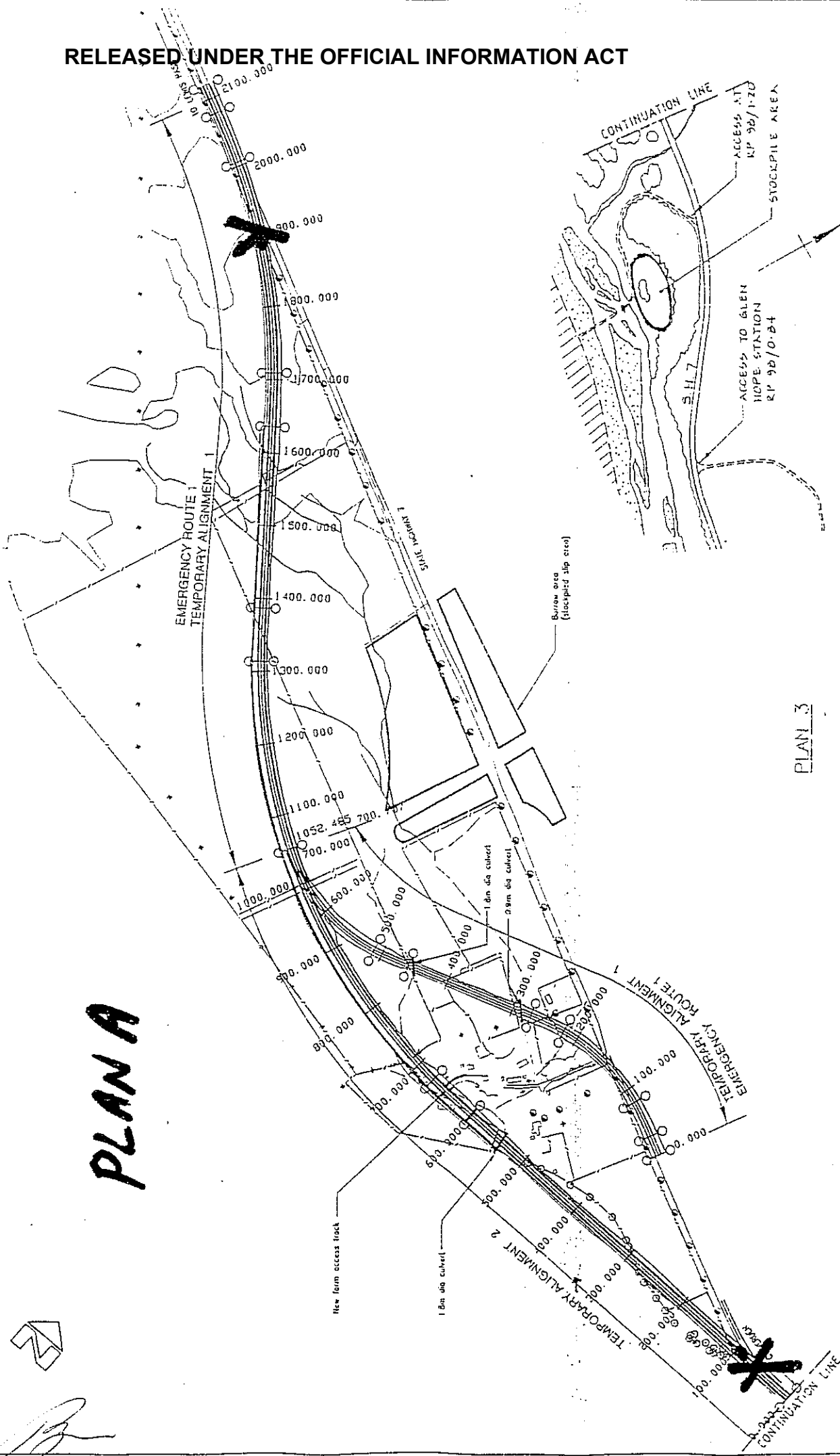
Diesel tank 500gal

6 Pen Dog Crate ( to suit light utility vehicle )

*J.S.*

*[Handwritten signature]*

*[Handwritten signature]*

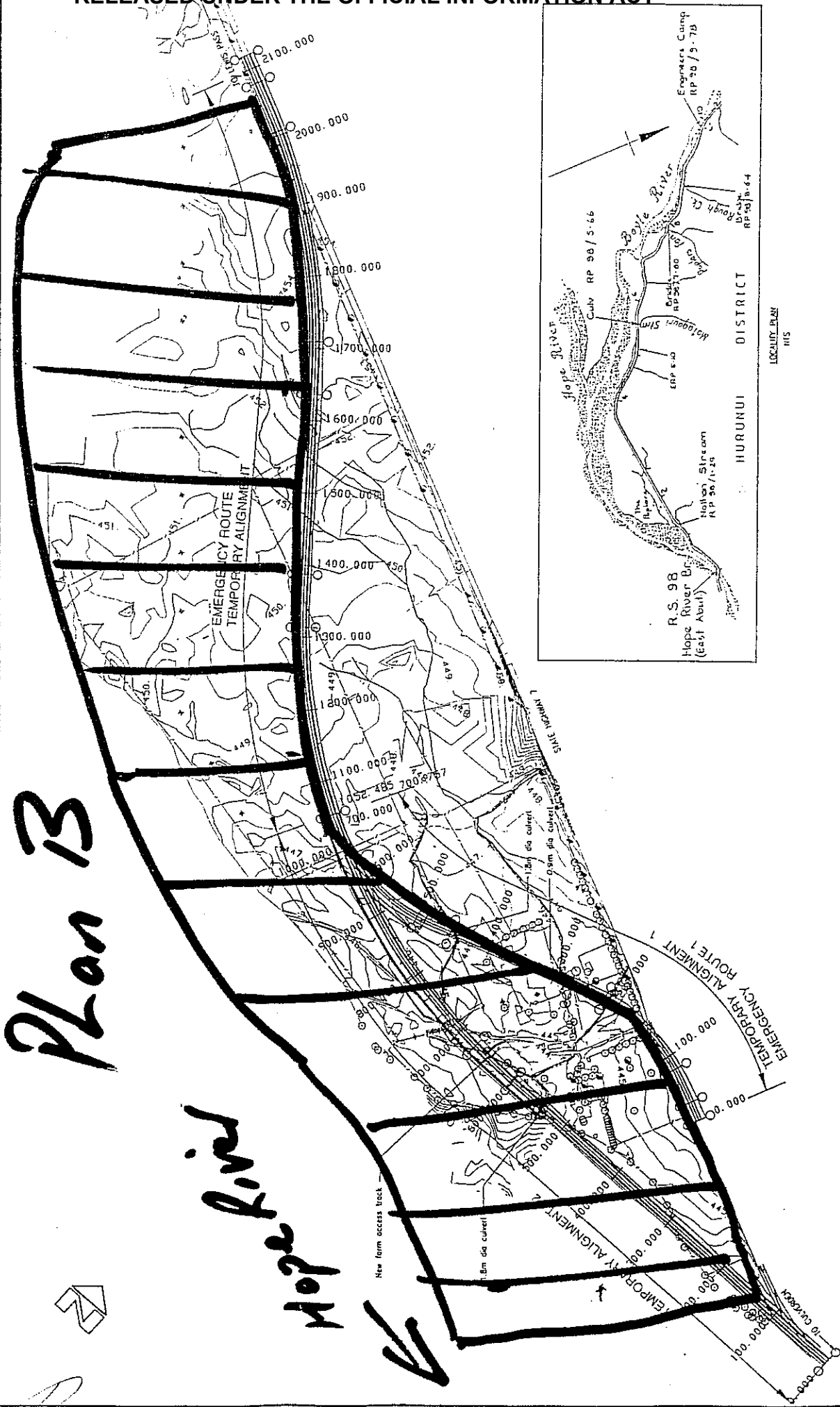


**PLAN A**

PLAN 3

SH 7 POPLARS STRAIGHT SITE  
PROPOSED BORROW AREAS  
SCALE 1:5000



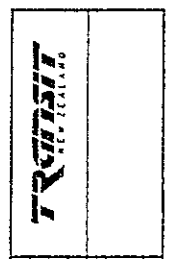


*Plan B*

*Hope River*

TITLE: SH 7 REGION 11 RS 98 REALIGNMENT FROM POPLARS WIND FLOW REQUIREMENT		JOB FILE DATE		CODE SHEET	
SITE PLAN		6/79/22		7604	
DRAWN BY: [Redacted]		7/11/95		DC66461	
CHECKED BY: [Redacted]		7/11/95		DC66461	
APPROVED BY: [Redacted]		7/11/95		DC66461	

M WORKS Consultancy Services	
CML ENGINEERING CHRISTCHURCH	



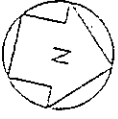
STAFF	BY	CHECKED	DATE
DESIGN			
DRAW			
CHECK			
APPROVE			

ALIGNMENT	DATE	STATUS

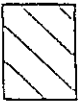




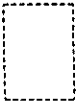
# PLAN E



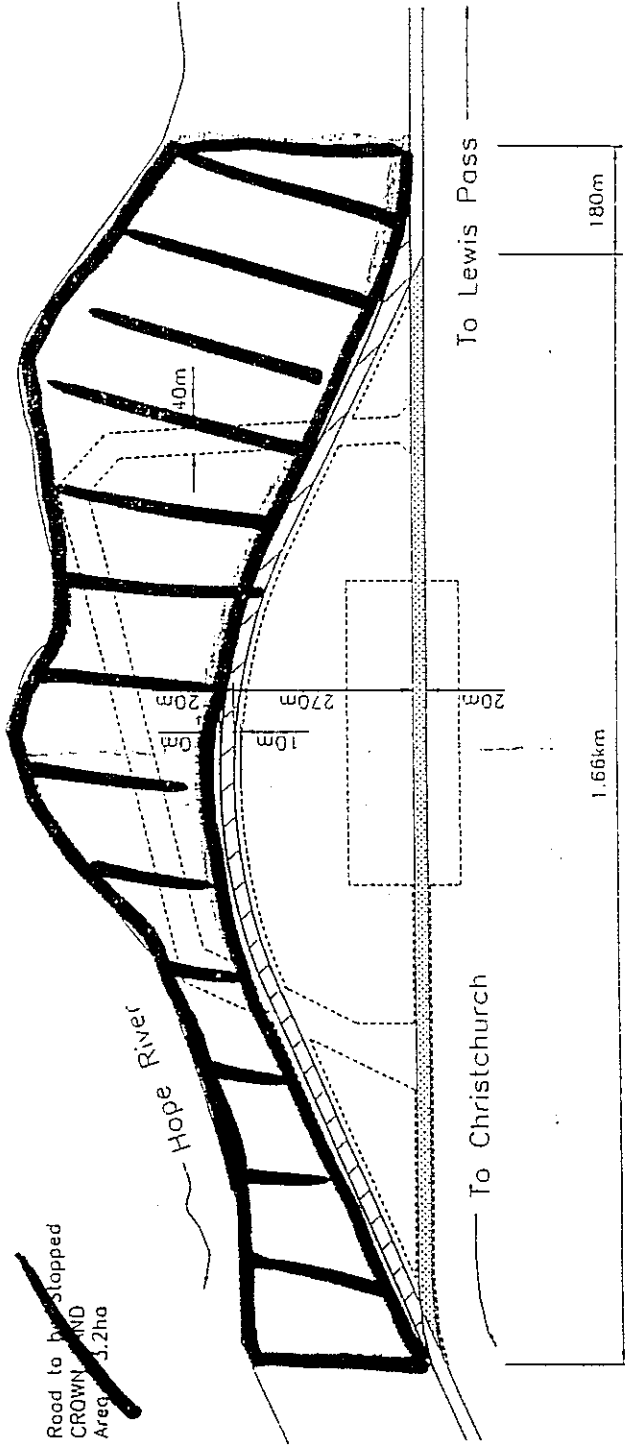
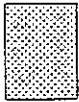
~~Land Required for Road  
Part Run 1031  
C.T. 28/1034  
CROWN LAND  
Lesse: Glasnevin Holdings Limited  
Area: 3.7ha~~



~~Land Required Temporarily for Construction  
Part Run 1031  
C.T. 28/1034  
CROWN LAND  
Lesse: Glasnevin Holdings Limited  
Area: 19.9ha~~



~~Road to be Stopped  
CROWN LAND  
Area: 3.2ha~~



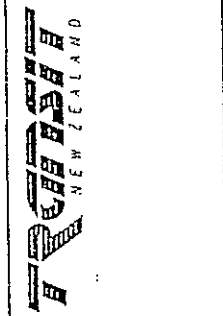
PLAN



TITLE: S.H. 7 REGION 11 RS 98 REALIGNMENT AT RP 98/1.3 TO 4.0 POPLARS STATION		JOB 6/79/22	CODE 3604	SHEET 1
LAND PLAN		FILE [Redacted]	CAD FILE [Redacted]	REVISION
<small>This drawing and its contents are the property of Parks Consultancy Services Ltd. Any unauthorised reproduction or reproduction in full or in part, is forbidden.</small>				
SCALE		Scale		

**M WORKS**  
Consultancy Services

CIVIL ENGINEERING  
CHRISTCHURCH



	BY	CHECKED	DATE
SURVEY			
DESIGN	N. Guest		
DRAWN	F. Sanders		
RECON'D			
APPROVED			

APP'D DATE STATUS

GRAPHIC SCALES

ORIGINAL SIZE A3

*[Handwritten signature]*

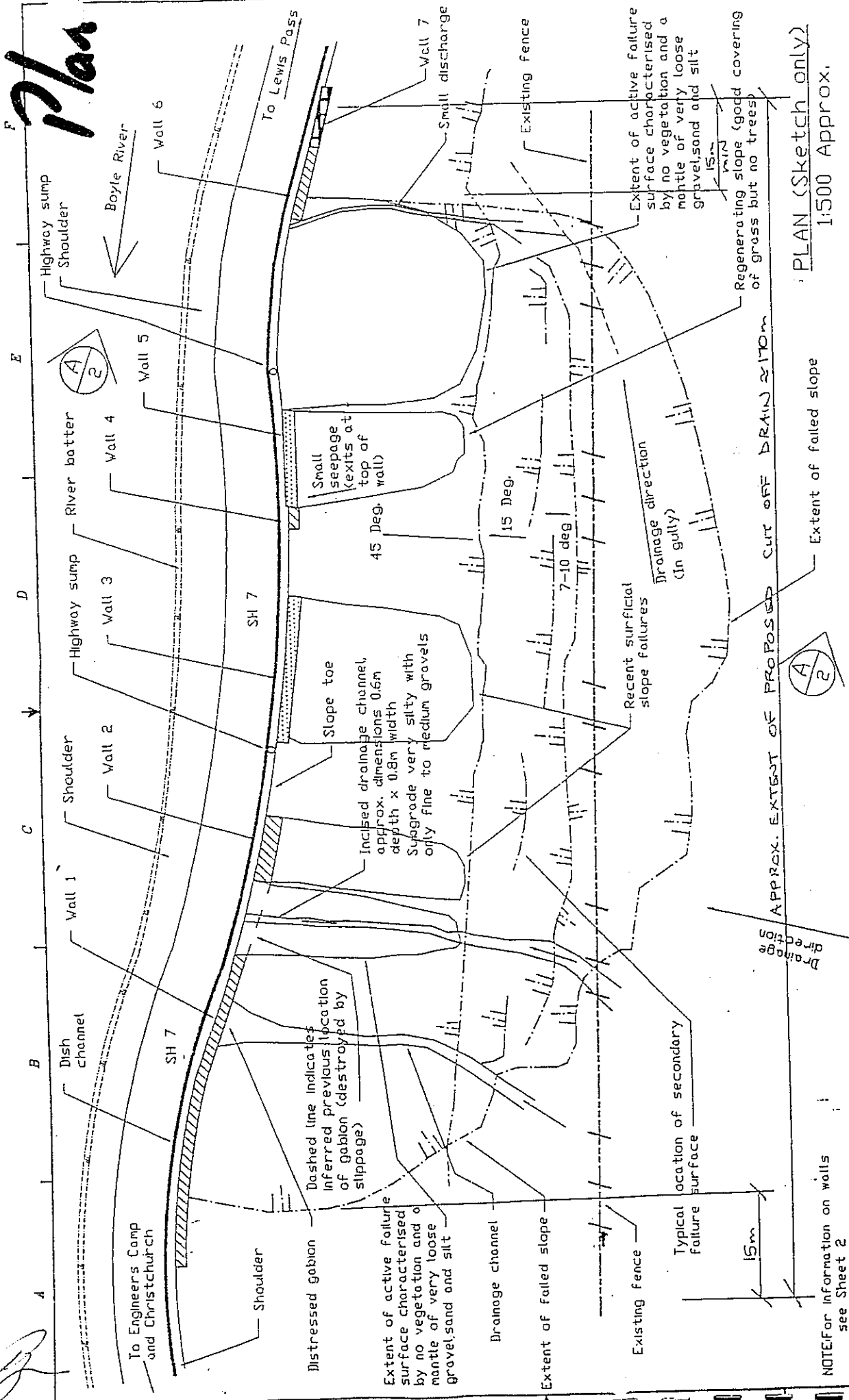
*[Handwritten signature]*







Plan A



PLAN (Sketch only)  
1:500 Approx.

TITLE: S.H. 7 SLOPE STABILITY AT RP 98/10 BOYLE BLUFFS

SITE PLAN

JOB	6 / 79 / 20	CODES	7604	SHEET	1
FILES		CID FILES	BOYLE	REVISION	0
SCALE	7/12/1994				

W WORKS  
Consultancy Services

CIVIL ENGINEERING

CHRISTCHURCH

TRUST  
NEW ZEALAND

BY	CHECKED	DATE
SURVEY		12/94
DESIGN	GRF	12/94
DEVELOP	GRF	
RECORD		
APPROVED:		

NOTE: For information on walls see Sheet 2

RELEASED UNDER THE OFFICIAL INFORMATION ACT

October

1990/1991

DEED OF LEASE made the

day of

BETWEEN GLASNEVIN HOLDINGS LIMITED at Christchurch (hereinafter called "the Lessor") of the one part AND THE AMURI AREA SCHOOL BOARD OF TRUSTEES (hereinafter called "the Lessee")

NOW IT IS HEREBY AGREED:

1. THAT the Lessor hereby demises to the Lessee and the Lessee hereby accepts on lease that piece of land as described in the Schedule hereto for a term of 27 years from and including the 1st day of July 1990 of an annual rent of 10 cents.
2. A right of renewal will be offered to the Lessee on the same terms and conditions, providing the Lessor exercises his right of renewal under the head lease. Any such renewal shall not exceed the term of the head lease.
3. THE Lessee covenants as follows:
  - (a) To pay the said rent if demanded, and to duly pay and discharge all existing and future outgoings payable by law either by the Owner or the occupier in respect of the demised land.
  - (b) To use the demised land and buildings only for the purpose of a school outdoor education facility.
  - (c) That new buildings or alteration to the exterior of the present building has prior consent of Landcorp and the pastoral lessee.
  - (d) Not to assign underlet or part with the possession of the demised land or any part thereof.
  - (e) If required at its own expense to erect adequate stock-proof fences between the demised land the neighbouring land of the Lessor and at its own expense to repair and maintain such fences in good repair and stock-proof condition.
  - (f) To keep the demised land in good repair and condition and at the end of the term of the lease or upon its sooner determining to deliver up the demised land in good order and condition.
  - (g) To control all weeds and pests on the demised land, and will at its own expense comply with all statutes ordinances proclamations order or regulations affecting the demised land and with all requirements request notices or orders which may be given by any competent authority in respect of the demised land.

**RELEASED UNDER THE OFFICIAL INFORMATION ACT**

(h) That there be no financial gain to the Amuri Area School Board of Trustees.

**4. IT IS HEREBY MUTUALLY COVENANTED AND AGREED as follows:**

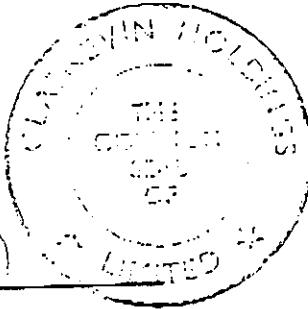
- (a) It shall be the sole responsibility of the Lessee to maintain and repair the building and associated facilities which it has erected on the demised land and to maintain the supply of electricity and water to the said buildings. The Lessee may at any time remove the said buildings and facilities from the land and shall at the end of the term of the lease or upon its sooner determination, remove all its buildings or structures erected by it on the demised land in a workmanlike manner so as not to cause any damage to the demised land and forthwith, after such removal, to restore the site as far as possible to its original condition.
- (b) The Lessee will at all reasonable times permit the Lessor or the Lessor's agents or workmen to enter on the demised land either to view the state thereof or to do repairs.

**SCHEDULE**

That piece of land containing approximately 0.2 hectares and 0.3 hectares accessway forming part of the Poplars Station, being Part Run 351 situated in Boyle, Marion and Skidaw Survey Districts and being more particularly defined in the site plan attached hereto.

IN WITNESS WHEREOF these presents have been executed the day and year first above written

The Common Seal of )  
GLASNEVIN HOLDINGS LIMITED)  
at Christchurch was hereto )  
affixed in presence of: )



*[Handwritten signature]*  
\_\_\_\_\_

SIGNED for an on behalf of the )  
AMURI AREA SCHOOL BOARD OF TRUSTEES )  
by PATRICK HOBAN CHAIRPERSON )

*[Handwritten signature: P. Hoban]*

Witness *[Handwritten name]*

Occupation *[Handwritten occupation]*

Address *[Handwritten address]*

*[Large handwritten signature]*

*[Handwritten initials/signature]*

RELEASED UNDER THE OFFICIAL INFORMATION ACT  
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, SIMON JOHN KNOWLES BAMFORD Property Officer, of Christchurch.

HEREBY CERTIFY -

1. THAT by an agreement dated the 24th day of January 1990 a copy of which is deposited in the Land Registry Office at -

CHRISTCHURCH (Canterbury Registry) and there number 856748/1

HER MAJESTY THE QUEEN appointed LAND CORPORATION LIMITED at Wellington its Attorney on the terms and subject to the conditions set out in the said Agreement.

2. THAT by Deed dated the 12th day of June 1987 a copy of which is deposited in the Land Registry Office at -

CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2

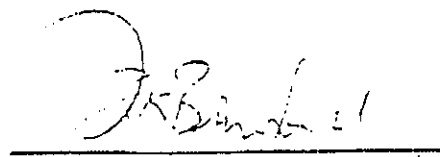
LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

3. THAT at the date hereof I was Property Officer of the said Corporation.

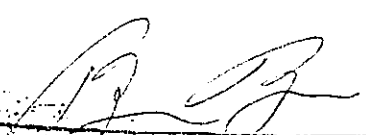
4. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Christchurch  
this 4 day of October

1990)  
1991



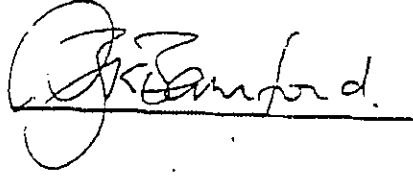




RELEASED UNDER THE OFFICIAL INFORMATION ACT

The within sublease was hereby consented )  
to pursuant to Section 89 Land Act 1948. )

SIGNED for and on behalf of HER MAJESTY ) LAND CORPORATION LIMITED  
THE QUEEN pursuant to a Deed lodged with ) by its Attorney  
the District Land Registrar as No 856748/1 )  
by LAND CORPORATION LIMITED by its Attorney )  
SIMON JOHN KNOWLES HAMPFORD in the presence )  
of )



Witness

*Brooks*

Occupation

*Consultant*

Address

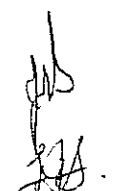
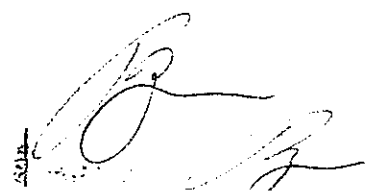
*London, Church*

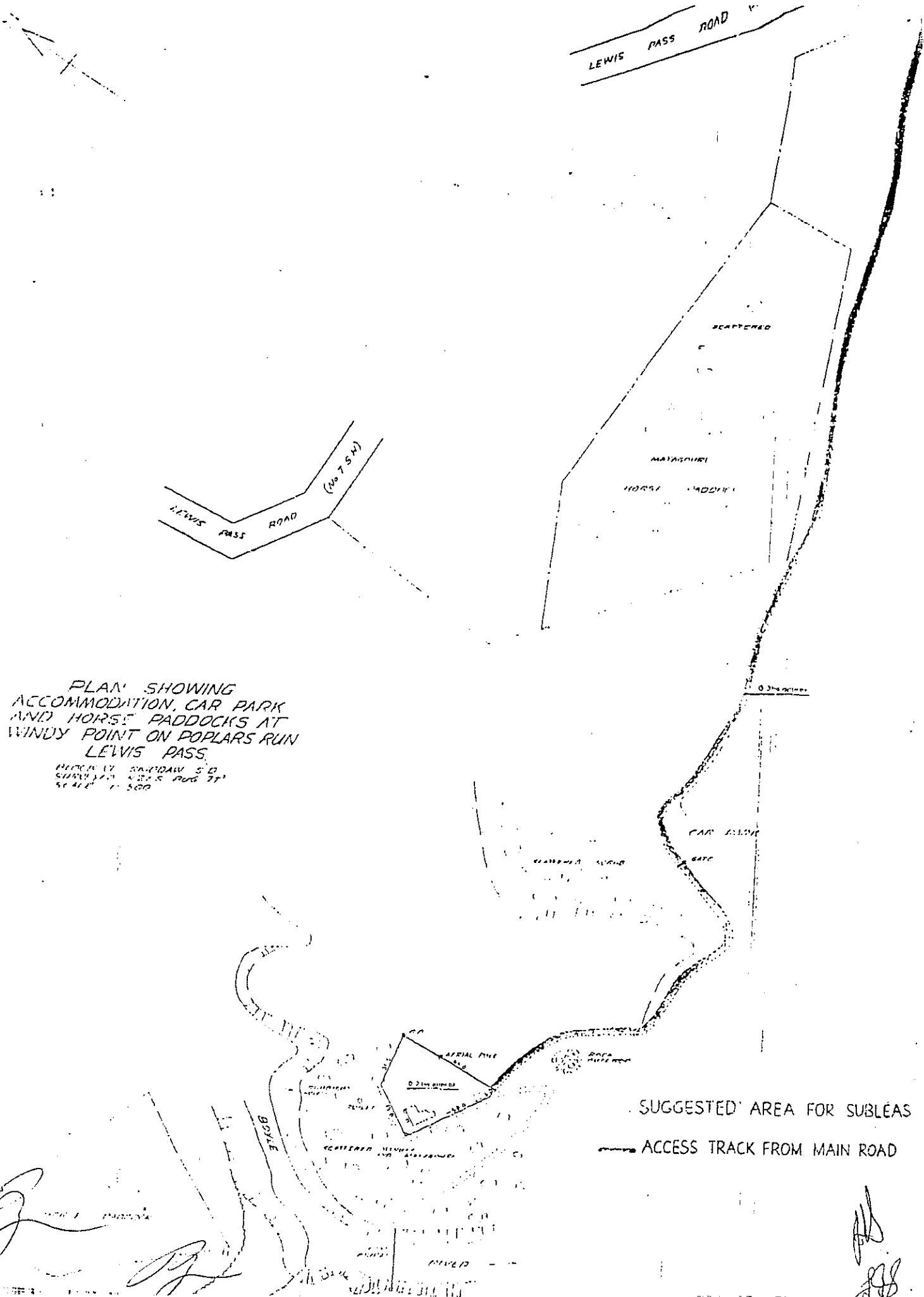
repair  
the  
er to  
d  
the  
its  
ed land  
as

essor's  
the

as  
ted in  
efined

irst





PLAN SHOWING  
ACCOMMODATION, CAR PARK  
AND HORSE PADDOCKS AT  
WINDY POINT ON POPLARS RUN  
LEWIS PASS

PLANNED BY SWANSDOWN S.D.  
SURVEYED BY S.D. S. PUGH 7/71  
SCALE 1:500

SUGGESTED AREA FOR SUBLEAS

ACCESS TRACK FROM MAIN ROAD

*[Handwritten signatures and notes]*

*[Handwritten initials]*

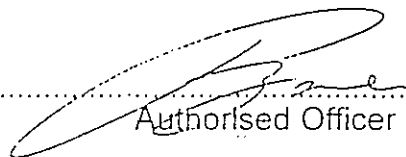
RELEASED UNDER THE OFFICIAL INFORMATION ACT



Compensation Certificate No.

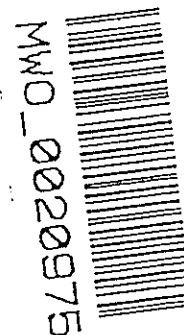
Correct for the purposes of the Land Transfer Act.

Particulars entered in the Register Book

Vol \_\_\_\_\_, folio \_\_\_\_\_, the  
day of \_\_\_\_\_ 19\_\_\_\_, at  
\_\_\_\_\_ o'clock

  
Authorised Officer

  
  
District Land Registrar  
of the District of Canterbury



3.57 10.00000 A 21.1.924 / 1  
REGISTER



To the District Land Registrar, Canterbury Land Registry

Pursuant to Section 19 of the Public Works Act 1981, this Compensation Certificate is forwarded to you to be deposited in your Registry and a memorial of it registered against the title to all land affected by it.

(a) Description of the land affected by the Certificate:

All that parcel of land containing 6064.7606 hectares being part Run 351 situated in Boyle, Marion and Skiddaw Survey Districts. All Pastoral Lease 15 recorded in the Register as Vol 28F folio 1034.

(b) Brief particulars of Agreement

Date: 19/12/95

- (i) The Agreement provides for the acquisition of:
- (a) Part of the land required for highway.
  - (b) The specified buildings and improvements and
  - (c) Restrictive building covenant.

(ii) Compensation: (GST inclusive)

(c) Names and addresses of parties to Agreement (other than Minister):

POPLARS STATION LTD, previously named GLASNEVIN HOLDINGS LTD at Christchurch

(d) (i) Place where Copy of Agreement may be inspected: Office of Regional Manager, Department of Survey and Land Information, 195 Hereford Street, Christchurch.

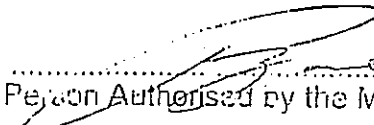
(ii) Hours during which a copy of the Agreement may be inspected: 9 a.m. to 5 p.m. every day when Government Offices are open to the public.

(iii) Reference by which Agreement may be identified: 5350 C8066-104

This Compensation Certificate is signed by me on behalf of the Minister of Lands pursuant to an authority given to me by him.

Dated at Christchurch this 19th day of December 1995

Signed by RICHARD JULIAN MILNE  
in the presence of: )

  
Person Authorised by the Minister of Lands

Witness: JM Fox

Name: JM Fox

Occupation: Legal Clerk

Address: Department of Survey and Land  
Information, Christchurch

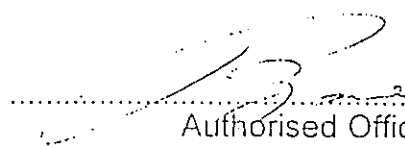
RELEASED UNDER THE OFFICIAL INFORMATION ACT

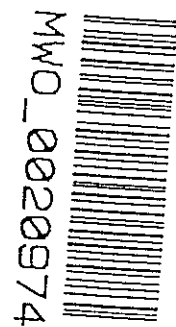
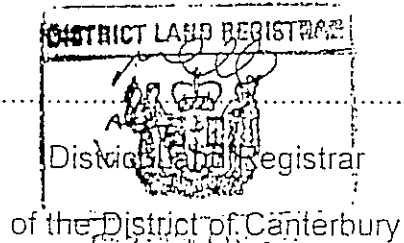
Compensation Certificate No.

Correct for the purposes of the Land Transfer Act.

Particulars entered in the Register Book

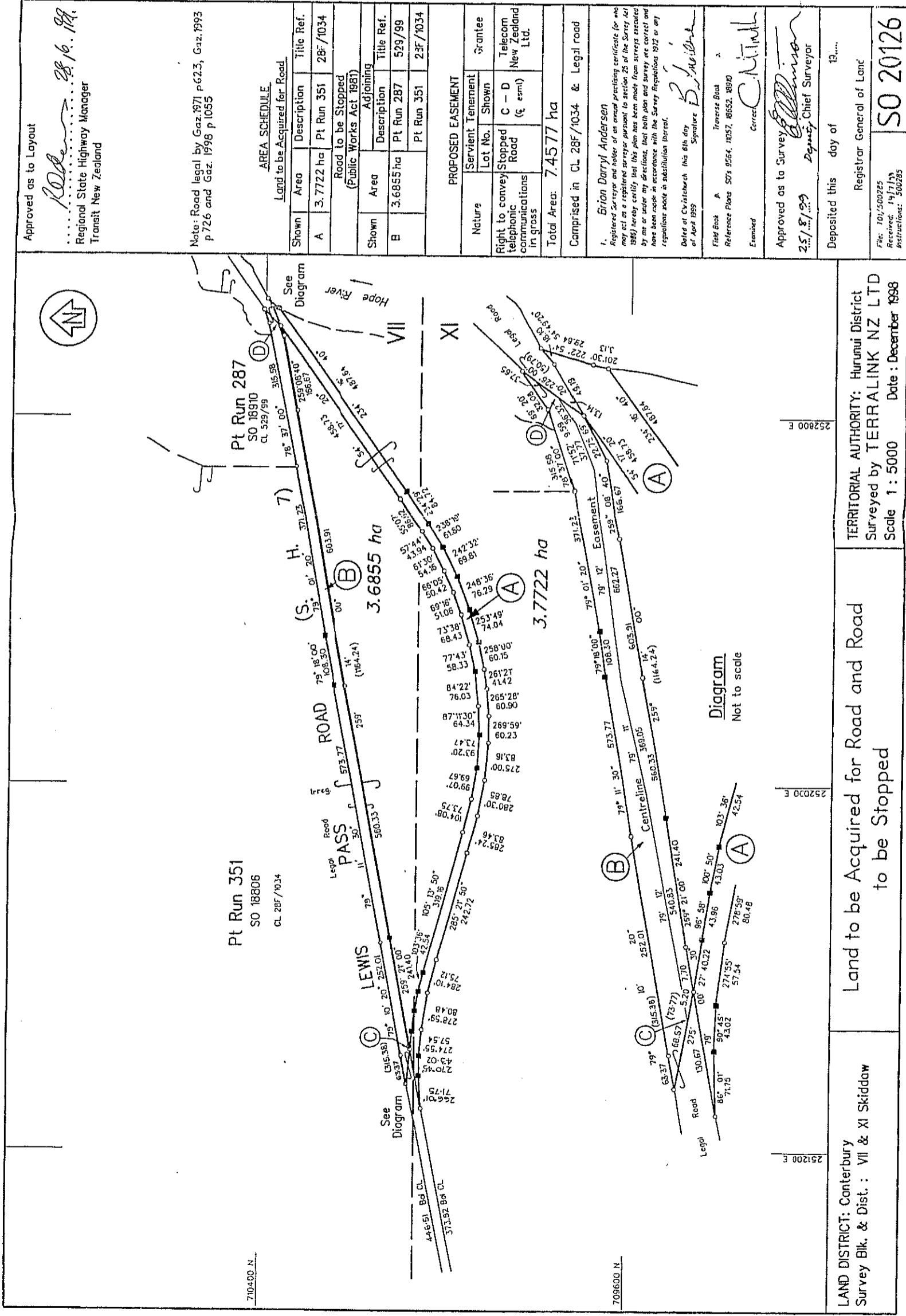
Vol , folio , the  
day of 19 , at  
o'clock

  
.....  
Authorised Officer



3.44 13.MAR96 A 225448 / 1  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY CANTERBURY  
ASST LAND REGISTR - R.....





Approved as to Layout  
*R. Robertson* 28.16.99  
 Regional State Highway Manager  
 Transit New Zealand

Note: Road legal by Gaz. 1971 p 623, Gaz. 1993 p 726 and Gaz. 1998 p 1055

AREA SCHEDULE  
 Land to be Acquired for Road

Shown	Area	Description	Title Ref.
A	3.7722 ha	Pt Run 351	28F/1034

Road to be Stopped  
 (Public Works Act 1981)

Shown	Area	Description	Title Ref.
B	3.6855 ha	Pt Run 287	529/99
		Pt Run 351	23F/1034

PROPOSED EASEMENT

Nature	Servient Tenement Lot No.	Shown	Grantee
Right to convey telephonic communications in gross	Stopped Road	C - D	Telecom New Zealand Ltd.

Total Area: 7.4577 ha

Comprised in CL 28F/1034 & Legal road

1. *Brian Daryl Andersen*  
 Registered Surveyor and holder of an annual practicing certificate for the year 1999  
 (1998) hereby certifies that this plan has been made from surveys conducted by me or under my direction, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1912 or any regulations made in substitution thereof.

Dated at Christchurch this 8th day of April 1999  
 Signature: *B. Andersen*

Field Book A  
 Reference Plans SO's 9564, 1057, 1052, 1090  
 Examined  
 Corrected: *C. Mitchell*

Approved as to Survey  
 25/8/99  
*Deputy Chief Surveyor*

Deposited this day of 12, 1999  
 Registrar General of Land

Fig. 10/500225  
 Received: 14/1/99  
 Instructions: 500225  
**SO 20126**

TERRITORIAL AUTHORITY: Hurunui District  
 Surveyed by TERRALINK NZ LTD  
 Scale 1:5000 Date: December 1998

Land to be Acquired for Road and Road to be Stopped

LAND DISTRICT: Canterbury  
 Survey Blk. & Dist.: VII & XI Skiddaw

RELEASED UNDER THE OFFICIAL INFORMATION ACT

## APPENDIX 9

AGREEMENT FOR SALE OF THE IMPROVEMENTS

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

WITH CONTRACT 5027 ONLY.  
NOT TO BE FURTHER COPIED, REPRODUCED  
OR DISTRIBUTED WITHOUT THE  
PERMISSION OF LINZ

RELEASED UNDER THE OFFICIAL INFORMATION ACT


AN AGREEMENT made this 11<sup>th</sup> day of April 1996

BETWEEN HER MAJESTY THE QUEEN acting by and through the Minister of Lands (hereinafter called "the Vendor")

AND POPLARS STATION (1996) LIMITED being the purchaser of the land known as "Poplars Station" (hereinafter called "the Purchaser").

WHEREAS

- A. The Vendor is the owner of the improvements (hereinafter called "the Improvements") on the area of land known as Poplars Station shown on Plan B attached to this Agreement (hereinafter called "the Land") the improvements comprising the homestead (excluding fixed floor coverings and light fittings), all outbuildings and the implement shed on the lower terrace yet to be dismantled to make way for the construction of the realignment and any salvage materials to be stored on the land.
- B. The Purchaser has entered into an unconditional contract bearing date 23rd February 1996 to purchase "Poplars Station" from Poplars Station Limited.



3  
RELEASED UNDER THE OFFICIAL INFORMATION ACT

- C. The Vendor desires to sell the above improvements to the Purchaser for removal from the land after the date of settlement of the aforesaid purchase ie 31st March 1996.

**NOW THIS AGREEMENT WITNESSETH:**

That in consideration of these presents and in consideration of the sum of \_\_\_\_\_ paid to the Vendor by the Purchaser, the receipt of the sum which is hereby acknowledged, the said improvements are hereby sold to the purchaser for removal from the land.

Subject to the following conditions:

1. The Purchaser may temporarily use and occupy the homestead up to and including 31 May 1996.
2. It is acknowledged by the Purchaser that the provisions of the Residential Tenancies Act 1986 shall not apply to the use and occupation of the homestead.
3. The Purchaser may use and occupy the outbuildings up to and including 17 August 1996.

A

SS  
[Signature]



RELEASED UNDER THE OFFICIAL INFORMATION ACT

4. The use and occupation of the homestead and buildings by the purchaser shall be at the sole risk of the Purchaser and the Purchaser shall have no claim for compensation against either the Vendor or Poplars Station Limited the former owner.
5. The Purchaser shall, at his sole cost, remove or demolish all the aforesaid buildings prior to 31 August 1996.
6. The Purchaser shall leave the land in a neat and tidy condition.
7. The Purchaser will make the appropriate arrangement to have the power supply to the homestead and outbuildings disconnected.
8. Where the fan develops in such a way as to require drainage channels to be constructed by the Crown through the line of any buildings prior to 31st August 1996, the purchaser shall remove the said buildings within the notice period issued by the Crown. The notice period depending on the urgency of the situation shall be between 2 days and 14 days inclusive.
9. Any bunding that may be carried out by the purchaser for their own temporary protection of the buildings shall be approved by the Crown prior to such works being undertaken.



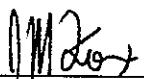
RELEASED UNDER THE OFFICIAL INFORMATION ACT

10. This Agreement shall bind any subsequent purchaser of the property prior to the removal of the improvements from the land.

IN WITNESS WHEREOF these presents have been executed  
this 11<sup>th</sup> day of April 1996

EXECUTED for and on behalf of the Crown by  
RICHARD JULIAN MILNE pursuant to an authority  
given by the Minister of Lands under Section 4B Public  
Works Act 1981, in the presence of:



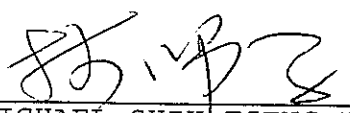
Witness: 


Name: J M Fox

Occupation: Legal Clerk

Address: of Department of Survey & Land Information  
Christchurch

Executed by POPLARS STATION  
(1996) LIMITED by two of  
its Directors:

  
MICHAEL SHIH-TSENG LIN  
Director

  
HOWARD KEITH CHANDLER  
Director

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Date: 25 May 2000

Our Reference: CPC/99/3761/A

The Regional Manager  
Transit New Zealand  
PO Box 1479  
**CHRISTCHURCH**

**The Property Group Limited**  
79 Durham Street,  
Private Box 2014  
Christchurch, New Zealand  
Phone: 64-3-363 5901  
Facsimile: 64-3-363 5904  
DX: WP20009

Attention: Peter Connors

Dear Sir

**POPLARS STATION**

At our last Property Meeting, the question was asked "What should Transit do to protect its position re the improvements at Poplars Station".

As you are aware, in March 1999 the owner of Poplars Station approached the Crown requesting permission to retain those improvements that should have been demolished as part of an earlier agreement. In response to this request, the Property Group wrote to the owner on 3 August 1999 with a suggested variation, however, no agreement has been reached and the original contract remains enforceable. As the buildings remain, the landowner is in breach of contract.

There is a compensation certificate on title alerting the public that the improvements were to be demolished however, as it refers to a specific date for demolition, any third party may assume the improvements are long gone. If the agreement is varied, this would not be reflected on the compensation certificate however, the original agreement binds future owners and places the onus on the current owner to inform any would be purchaser. In reality, this would be difficult for the Crown to monitor, and I can see problems in the future should the land sell and the Crown have a need for the improvements to be removed.

For total protection, it is our recommendation the owner be given notice to remove the improvements under Clause 5 of the agreement dated 11 April 1996.

Yours faithfully

**TREVOR A LEE**  
Property Group

The Property Group Limited  
Level 8, The Todd Building,  
Cnr Brandon Street & Lambton Quay  
PO Box 2874  
Wellington, New Zealand  
Phone: 64-4-470 6100  
Facsimile: 64-4-470 6101

## Internal memorandum

**TO** Chris Jones  
**FROM** James Clareburt  
**CC**  
**DATE** 1 May 2000  
**RE** Poplars Station

---

I refer to your memo of last week in this matter.

I believe that the legal position is as set out in my earlier facsimile to you of 7 April 1999. That is that Poplars Station (1996) is in breach of its obligations pursuant to the 1996 agreement with the Crown. Pursuant to the earlier Public Works Act agreement the Crown may enter the land and demolish the improvements. As a result of the breach of the second agreement I believe that the Crown could also recover the costs in doing so from the owner.

You advise however that Transit remains willing not to enforce this condition. The situation is still that Transit is happy for the owners to enjoy continued occupation subject to Transits right to demolish the improvements. I believe that to give effect to this understanding the owners signing the consent as previously drafted should protect the Crown. This gives the Crown the right to demolish the improvements if required for road protection with 2 to 14 days notice required to be given. So long as the original compensation certificate remains against the title any successive purchasers will be aware that the subject improvements have been purchased by the Crown. The owner is also obliged to disclose the existence of the second agreement to any purchaser, as at clause 10 of the 1996 agreement it is stated that the agreement shall be binding on subsequent purchasers until the improvements are removed.

Therefore I believe that requiring the owner to sign the letter as drafted dated 5 January 2000 will ensure an awareness of the situation is available to future purchasers of the land. As previously advised this letter should be signed by Transit.

I also remain convinced that the Crown is best protected if the improvements are demolished now, as this would avoid any future complications and the Crown is clearly in a position to pursue this. However if Transit is prepared to accommodate the wishes of the owner I believe the signing of the acknowledgement is sufficient. This will incur future expense by requiring an ongoing watching brief over the subject land.



Regards,

A handwritten signature in black ink, appearing to read 'J. Clareburt', written over a vertical line that extends down to the typed name below.

James Clareburt  
Solicitor

Direct Dial (04) 470 6108