

## **Crown Pastoral Land Tenure Review**

**Lease name : THE POPLARS**

**Lease number : PC 015**

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

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

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

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

**October 06**

RELEASED UNDER THE OFFICIAL INFORMATION ACT

## APPENDIX 10

RELEASED UNDER THE OFFICIAL INFORMATION ACT

**COPY**

*of signed contract  
from agents  
after the sale*

**PARTICULARS AND CONDITIONS OF SALE**

- OF -

**THE PROPERTY KNOWN AS POPLARS STATION SITUATED ON  
STATE HIGHWAY 7, LEWIS PASS**

**TO BE SOLD AT PUBLIC AUCTION**

- BY -

Wrightson Limited and Whalan Real Estate Limited at Mancan House corner Cambridge Terrace and Manchester Street, Christchurch on 23 February 1996 at 4.00 pm for an on behalf of Poplars Station Ltd (called "the Vendor").

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

WITH CONTRACT **50212** ONLY.  
NOT TO BE FURTHER COPIED, REPRODUCED  
OR DISTRIBUTED WITHOUT THE  
PERMISSION OF LINZ

## PARTICULARS

### Legal Description

- A. **Leasehold:** 6236.1500 hectares or thereabouts being part Run 351 situated in Boyle, Marion and Skiddaw Survey Districts and being all the land comprised and described in Certificate of Title Volume 28F folio 1034 (Canterbury Registry) excluding areas in Clause 15(a) ("the Pastoral Lease").  
**Subject to:** Notice 699454, Electricity Agreement No. 841607, Certificates of Alteration Numbers 602088/2 and A19335/1, Land Improvement Agreement No. 918288/1, Compensation Certificates A152214/1 and A211924/1.  
Referred to as "the Property".
- B. **Improvements on Area B:** It is acknowledged by the Vendor that the improvements comprising the homestead, farm buildings and dismantled farm shed have been purchased by the Crown and a sale of the improvements for removal from the land, together with temporary occupation of all buildings prior to removal, may be entered into between the Crown and the successful bidder, on the terms set out in the attached agreement for sale of the improvements



CONDITIONS OF SALE

1. (a) **THE** property is offered subject to a reserve price and subject thereto the highest bidder shall be the Purchaser and if any dispute shall arise concerning a bid the property may be put up again at the last undisputed bid or the auctioneer may determine the dispute.
- (b) Subject to the reserve price being attained the highest bidder shall be the Purchaser of the Property.
- (c) (i) The Purchaser of the Property shall be deemed to have purchased also the stock and plant described in Schedule A appended to these Particulars and Conditions of Sale, in each case at valuation, with payment of the purchase monies for such stock and plant to be made at settlement in accordance with paragraph 4(c) hereof.
- (ii) The value of the plant and the numbers and values of the livestock shall be determined by joint valuation by two valuers, one appointed by the Vendor and the other by the Purchaser and in the event that agreement cannot be reached between the two valuers, then by their umpire appointed by the two valuers prior to commencing their valuation. The Vendor and Purchaser shall each meet the cost of their own respective valuer and shall share equally between them the cost of the umpire.
- (iii) The valuation shall take place (subject to weather conditions) during the three weeks immediately prior to the Settlement Date.
- (iv) If such valuation cannot be completed before the Settlement Date, then the valuation shall be completed as soon as possible thereafter, time being of the essence. In which case the Purchaser shall pay to

*Handwritten initials and signatures:*  
JS  
AK  
RS

RELEASED UNDER THE OFFICIAL<sup>4</sup> INFORMATION ACT

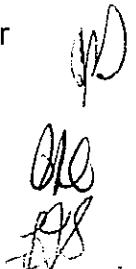
the Vendor's Solicitors on the Settlement Date on account of the purchase of the stock, to be held by the Vendor's Solicitors on term deposit as stakeholder for the parties. Once the valuation of the stock has been completed:

- (aa) In the event the stock valuation exceeds paid by the Purchaser to the Vendor's Solicitors then the Purchaser shall, within 3 working days of receipt of the stock valuation, pay to the Vendor's Solicitors the balance purchase price of the stock which is remaining owing; and
- (bb) In the event the stock valuation is less than the paid by the Purchaser to the Vendor's Solicitors then, within 3 working days of the receipt of the stock valuation, the Vendor shall have their Solicitors pay back to the Purchaser's Solicitors the over payment for the stock; and
- (cc) The funds in the stakeholder account [less any repayment under the preceding paragraph (bb)] together with interest earned to be paid to the Vendor.
- (v) The Vendor shall not sell or otherwise dispose of the livestock on the Property prior to the Settlement Date otherwise than in accordance with usual farming practice.
- (d) (i) The purchase price is exclusive of Goods and Services Tax ("GST"). If the Purchaser is registered for GST, then the Vendor on being satisfied that the necessary criteria as defined by Inland Revenue Department is met it shall treat the purchase as a going concern for GST purposes.
- (ii) If the parties shall have treated the sale as a going concern for GST purposes but the Department of Inland Revenue decides that the transaction shall not be so treated and assess that Goods and

NO  
MR

Services Tax shall be payable then the Purchaser shall pay the amount of such tax and any default GST shall be paid to the Vendor within 7 days of being advised by the Vendor of the assessment by the Department of Inland Revenue.

- (iii) If any GST is not so paid the Purchaser shall pay to the Vendor:
  - (a) Interest at the interest rate for late settlement on the amount of GST which is unpaid calculated from the GST date until payment; and
  - (b) Any default GST.
- (iv) It shall not be a defence to a claim against the Purchaser for payment of any default GST that the Vendor has failed to mitigate the Vendor's loss by paying GST when it fell due under the GST Act.
- (v) Any sum referred to in this clause shall be deemed to be included in the purchase price, interest and other monies referred to in Clause 13 hereof.
- (vi) The Vendor will deliver a tax invoice to the Purchaser on or before the GST date or such earlier date as the Purchaser is entitled to delivery of a tax invoice under the GST Act.
- (vii) "Default GST" means any additional GST penalty or other sum which the Vendor becomes liable for under the GST Act upon the grounds that the Vendor did not pay the GST which was payable in respect of the supply made under this Agreement provided that this sum of default GST does not include any sum for which the Vendor becomes liable which is caused by a default by the Vendor after the Purchaser has paid the GST to the Vendor.

Handwritten initials and signatures in the bottom right corner of the page, including a large 'D' and several other illegible marks.

RELEASED UNDER THE OFFICIAL <sup>6</sup>INFORMATION ACT

(viii) The Vendor's obligation to settle is dependent upon the Purchaser complying with the provisions of this Clause.

2. **NO** person shall bid any amount less than such sum as may from time to time be fixed by the auctioneer and no bid shall be retracted. The Vendor reserves the right:

- (a) To bid themselves or by their agents.
- (b) To withdraw the property from sale without declaring the reserve price.
- (c) For the auctioneer to refuse any bid without giving any reason for their refusal.

3. **THE** Purchaser shall immediately upon the fall of the hammer give the Purchaser's name and address to the auctioneer and sign the attached agreement. In default, the auctioneer may sign the same as agent for the Purchaser who shall be bound thereby.

4. (a) **THE** Purchaser shall immediately after the sale pay to the auctioneer a deposit of **TEN** (10) percent of the purchase price.

(b) The full stamp duty payable on the Contract without making allowance for any exemption from stamp duty to which the Purchaser may be entitled.

(c) The balance of the purchase price shall be paid in full on the 31st day of March 1996 (hereinafter called "the Settlement Date").

5. On the Settlement Date:

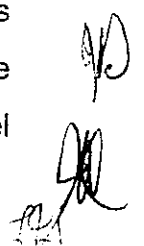
(a) The Vendor shall hand to the Purchaser a duly executed registrable transfer of the Pastoral Lease. The transfer shall be prepared by the Purchaser at the Purchaser's own cost.





RELEASED UNDER THE OFFICIAL <sup>7</sup> INFORMATION ACT

- (b) Vacant possession of the Property shall be given and taken.
- (c) All rates taxes assessments and other outgoings in respect of the Property shall be apportioned.
6. If the Purchaser fails to settle on the Settlement Date the Purchaser shall pay interest to the Vendor on all money owing from the Settlement Date at the rate of 18% per annum payable on demand and without prejudice to any of the Vendor's rights under these Conditions.
7. After the signing of this Contract the Property shall be at the sole risk of the Purchaser. The Vendor shall hold any existing insurance policies on the Property in trust for the Purchaser. The Vendor does not warrant that any existing insurance policies are sufficient or that the Property is insured. As from the Settlement Date the Vendor may cancel the insurance policies (if any) on the Property.
8. The Vendor is the lessee of the Pastoral Lease under the Land Act 1948 and no objections to the Vendor's title will be accepted.
9. The Vendor believes that the Vendor and the Vendor's agents have correctly described the Property. The Purchaser shall be deemed to have relied on the Purchaser's own judgment in buying the Property and not on any representations made by the Vendor or the Vendor's agents. No errors of description made by the Vendor or the Vendor's agents shall annul the Contract or entitle the Purchaser to any compensation. 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. The Vendor shall not be liable to point out the boundaries of the property.
10. Due performance by the Purchaser of the terms of Clauses 4 and 5 hereof is essential to the Vendor. The failure by the Purchaser to comply with any of the terms of Clauses 4 and 5 shall entitle the Vendor at the Vendor's option to cancel



RELEASED UNDER THE OFFICIAL<sup>8</sup> INFORMATION ACT

this Contract but without prejudice to the Vendor's other rights under these Conditions or under the Contractual Remedies Act 1979.


11. If the Purchaser shall fail to complete on the Settlement Date then (without prejudice to any of the Vendor's rights under these conditions):

- (a) The Vendor or his agent may continue to farm the Property.
- (b) The Purchaser shall reimburse the Vendor for all costs incurred in running the farm (including the cost of the time and labour of the Vendor or his Agent or any employee of the Vendor incurred during the period of the default.
- (c) The Vendor shall not be responsible for any loss or diminution in value of the stock plant or produce or damage to any improvement on the Property during the period of such default.

12. **PAYMENT** of the deposit and the balance of purchase moneys on the dates herein provided shall be essential stipulations within the meaning of Section 7(4)(a) of the Contractual Remedies Act 1979.

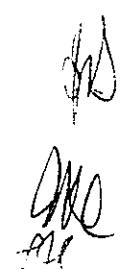
13. **IF** the Purchaser shall make default of payment of any money due hereunder including interest or in the performance or observance of these conditions (time being strictly of the essence of the contract) and such default shall be continued for the space of fourteen days the Vendor without prejudice to their other remedies may;

- (a) sue the Purchaser for specific performance or for damages for breach of contract, or both; or
- (b) cancel the contract without the necessity of giving any notice or making any formal demand (Section 8 of the Contractual Remedies Act notwithstanding) and in that event they may pursue all or any of the following remedies:

Handwritten initials and a signature in the bottom right corner of the page.

RELEASED UNDER THE OFFICIAL <sup>9</sup>INFORMATION ACT

1. re-enter upon and take possession of the property and its profits if any without responsibility for loss
  2. forfeit and retain for the Vendor's own benefit all moneys paid by the Purchaser
  3. sue the Purchaser for damages against which the Vendor shall be required to give credit for any moneys forfeited and retained by the Vendor
  4. resell the property whether by auction or by private contract and either for cash or on credit and upon such other terms as they may think fit with power to vary any contract for sale, buy in at any auction and resell and any deficiency in price and all expenses reasonably incurred in any resale or any attempted resale shall be recoverable by the Vendor or the Vendor's Agent from the Purchaser as liquidated damages.
14. (a) This sale is subject to the Statutory Consents [referred to in the following paragraph (b)] being obtained, on terms acceptable in good faith to the Purchaser, by 28 March 1996.
- (b) The Statutory Consents comprise of the following:
- (i) The consent of the Commissioner of Crown Lands to the transfer of the Property to the Purchaser pursuant to this sale.
  - (ii) The consent of the Commissioner of Crown Lands to the issue of a grazing permit to the Purchasers in substitution for the existing Grazing Permit to the Vendor reference LG 331 (which existing Grazing Permit is not assignable).
  - (iii) The consent to the transfer of the Property and issue of the Grazing Permit to the Purchaser under the Overseas Investment Regulations



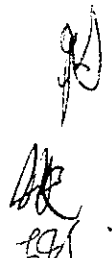
RELEASED UNDER THE OFFICIAL <sup>10</sup>INFORMATION ACT

1995 if the Purchaser is an "overseas person" as defined in these Regulations.

- (c) Immediately following the sale of the Property at auction, each party shall do all such things as are required with a view to obtaining such Statutory Consents by 28 March 1996. The Purchaser shall pay all application fees and charges.
- (d) If this contract is cancelled because the Statutory Consents are not given on terms acceptable in good faith to the Purchaser then the Vendor shall refund to the Purchaser the deposit and stamp duty which have been paid by the Purchaser but without any interest, costs or compensation.
- (e) The conditional events under this clause are conditions subsequent.
- (f) The Purchaser shall approve a grazing permit which is on terms not materially different than the existing Vendor's Grazing Permit reference LG 331.

15. **THE** Purchaser shall be deemed to have full knowledge of the terms and conditions

- (i) of the Pastoral Lease and
- (ii) the conditions in the Memorandum of Agreement (protected by Compensation Certificate A211924/1) which affect the Purchaser as follows:
  - (a) The Vendor being the lessee of the land described below for an estate of leasehold in possession agreed to sell to the Crown 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



**RELEASED UNDER THE OFFICIAL INFORMATION ACT**

Canterbury Land Registry (*called the Land*) together with all improvements and fixed plant within that area shown hatched on plan marked B.

- (b) The Purchaser agrees to the land referred to in Clause 15(a) being taken by Proclamation or Declaration under the Public Works Act 1981, 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;
- (c) And the Purchaser 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.

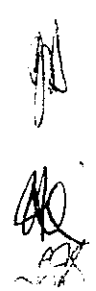
(d) **Acquisition of Title**

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.

(e) **Possession**

Possession of the land as depicted cross hatched on plan marked C was 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

- (f) The Purchaser 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.
- (g) The Purchaser acknowledges that the Crown may enter and re-enter and temporarily occupy the Purchaser'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.

- (h) 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 Purchaser's land outside the alignment as shown within the plan marked A referred to in special condition (f) above and any such change to the alignment shall not be subject to compensation.
- (i) The Purchaser shall allow the Crown access on to the Purchaser's land to facilitate drainage associated with the eroding gully and the new highway subject to the Crown ensuring the Purchaser's stock remain fenced from the highway. Such agreement being protected by a separate Compensation Certificate being registered against the Purchaser's title and shall enure against subsequent Purchaser's to the benefit of the Crown.
- (j) The Crown shall register a restrictive covenant against the Purchaser'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 Purchaser may erect stock proof fencing within this area.
- (k) The area to be subject to the building covenant restriction and the final alignment as provided for in special condition number (h) above will be more particularly delineated on a Survey plan to be signed and acknowledged by the Purchaser but surveyed and prepared by the Crown at its sole cost upon completion of the permanent new alignment.
- (l) The Purchaser will acknowledge that the Crown has an obligation at its expense to temporary fence the Hope River side of the planned realignment and 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 and the


310  
2110  
112

13  
**RELEASED UNDER THE OFFICIAL INFORMATION ACT**

Purchaser shall not graze stock in the area fenced off by the Crown within the precinct of the fan as it develops on the north side of the temporary highway.

- (m) The Purchaser 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 Purchaser against any liability incurred by the Purchaser as a consequence of work carried out by the Crown which relates to the resource consents.
- (n) The Vendor undertakes not to increase his stock numbers except by natural circumstances.
- (o) The Vendor shall carry out normal farming operations until the date of settlement.
- (p) The Purchaser shall allow the Crown entry and permit the construction of a crest cut off drain within the Purchaser'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.
- (q) The Purchaser shall allow access on to the property to prospective contractors for inspection purposes in order to prepare a tender for the works.
- (r) The Purchaser shall grant the Crown the right 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.

16. The Purchaser acknowledges that all compensation arising from all works carried out by the Crown and yet to be carried out by the Crown (by agreements protected by Compensation Certificate registered against title) has been paid to the Vendor and that the Purchaser shall have no claim for compensation from the Crown for such works.



**RELEASED UNDER THE OFFICIAL INFORMATION ACT**

22. The Purchaser acknowledges the Deed of Sub-lease for a period of 27 years from 1 July 1990 of that piece of land containing approximately 0.2 hectares and 0.3 hectares accessway to Amuri Area School Board of Trustees (a copy of the said Sub-lease is attached hereto) and covenants with the Vendor

- (i) To meet the Lessors 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 22; and
- (iii) To require any transferee of the Purchaser to enter into the same covenants as are contained in this Clause 22 (including an obligation to bind future transferees).

It is agreed that in this Clause 22 a reference to the Purchaser includes the Purchaser's successors and personal representatives.

23. When the context permits it, these conditions shall apply to the purchase of the stock and plant as though they formed part of the Property.
24. The agreements, obligations and warranties of the parties set out in these conditions insofar as they have not been fulfilled at the settlement date shall not merge with the giving and taking of title to the property.
25. The Vendor makes no warranty as to the load capacity of the Poplars Bridge across the Boyle River. The Purchaser shall satisfy themselves as to its safe load capacity.
26. The Vendor as Permittee holds a Grazing Permit reference LG 331 dated 25 November 1986 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 part of the river boundary of the Hope, Boyle and Doubtful Rivers situated





in the Boyle, Marion and Skiddaw Survey Distircts. As this Grazing Permit is not assignable, the Vendor shall surrender the Grazing Permit as at 31 March 1996 pursuant to the Purchaser's application to the Commissioner of Crown Lands for a grazing permit in substitution.

*[Handwritten initials]*  
*[Handwritten initials]*

MEMORANDUM OF CONTRACT

AT THE SALE by auction this day of the Property described in the foregoing Particulars I, the undersigned Howard Keith Chandler of Chesapeake as agent for a company to be formed but accepting personal liability was the highest bidder for and was declared the Purchaser at the price of \$..... and I have paid into the hands of Wrightson Limited/Whalan Real Estate Limited as Agents for the Vendor the sum of \$..... by way of deposit and in part payment of the purchase money ~~and the stamp duty.~~

AND I HEREBY AGREE to complete the purchase of the Property according to and in pursuance of the above Conditions.

AND as Agents for the Vendor the Auctioneers **DO HEREBY CONFIRM** the sale of the Property to the said Howard Keith Chandler as agent for a company to be formed under and subject to the above Conditions and do hereby acknowledge receipt of the said deposit monies ~~and stamp duty.~~

AS WITNESS WHEREOF this Contract Note has been signed this 23rd day of February One Thousand Nine Hundred and Ninety Six.

[Signature] ..... Purchaser  
John of Sheens (DIR)  
Laird Shears (Company) Vendor  
Auctioneers

Vendor's Solicitors: Checketts McKay, Mr J Williamson  
Box 41 Alexandra PH 4456969 Fax 4438960

Purchaser's Solicitors: W L BROWN  
Rangiora

[Handwritten initials]

RELEASED UNDER THE OFFICIAL INFORMATION ACT

**SCHEDULE A:**

**Livestock:**

The stock on the property on possession date will be purchased by the farm Purchaser at valuation:

The numbers are approximately as follows:

Ewes	½ Bred	1600
	Merino	760
Lambs at foot		
2 Teeth		500
Merino Wethers		1300
Rams		38
Cows		510
R2 Heifers		125
MA Steers		100
Bulls		15
Calves		350

Accredited TB free herd.

**Plant:**

The plant on the property on possession date will be purchased by the farm Purchaser at valuation:

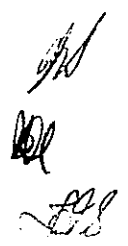
Bulldozer - Fiat AD 14B

Truck - Bedford 4x4 with crate (as is where is, not registered or warranted)

Woolpress Donald

Shearing machines

Bridge - portable



RELEASED UNDER THE OFFICIAL INFORMATION ACT<sup>2</sup>

Dip - mini spray

Diesel tank 500 gal

6 Pen Dog Crate (to suit light utility vehicle)

Wool Table

Dog Motels

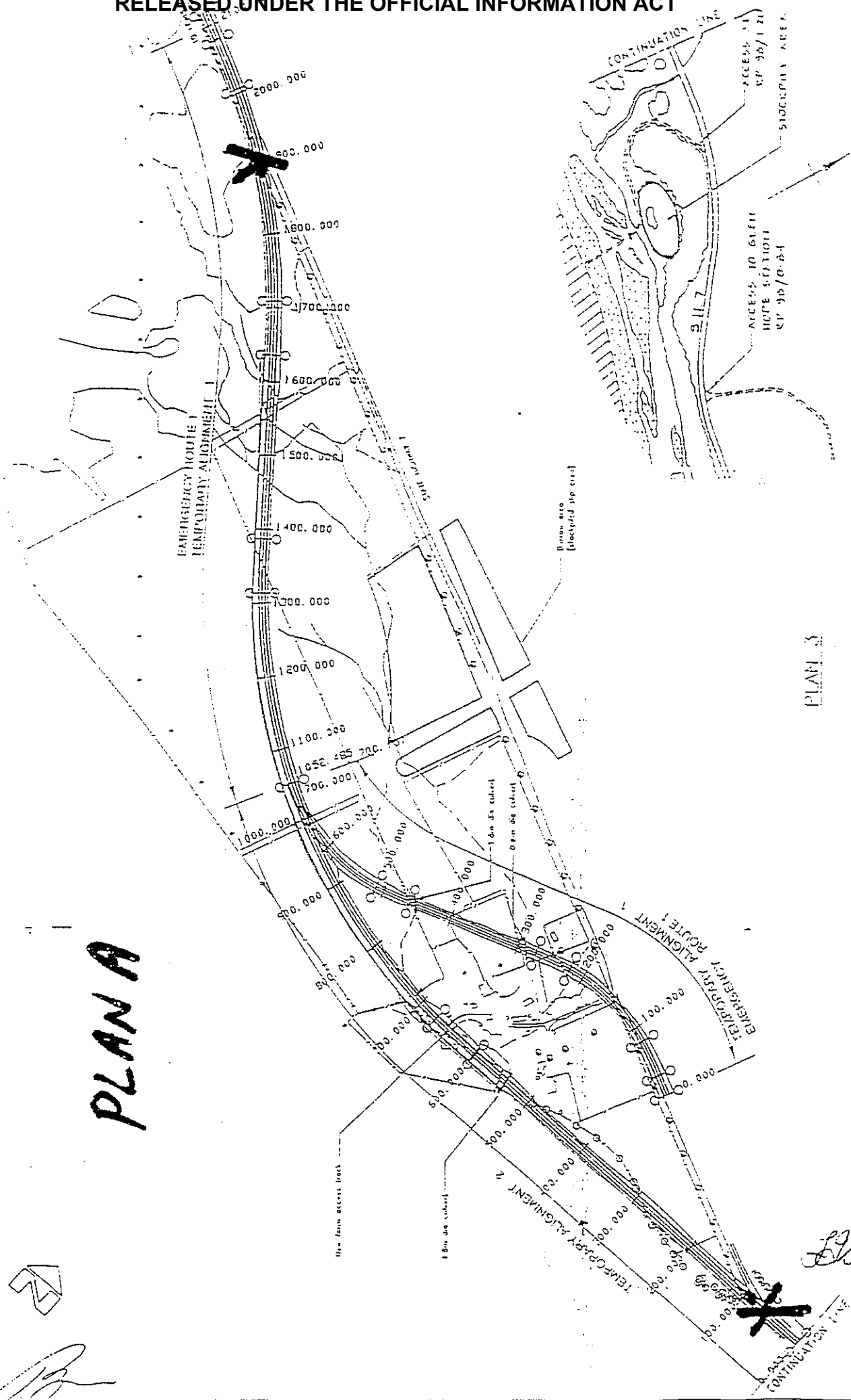
Fencing Gear

Building Poles

2 x 40 foot bridge beams

AS  
AQ  
AP

PLAN A



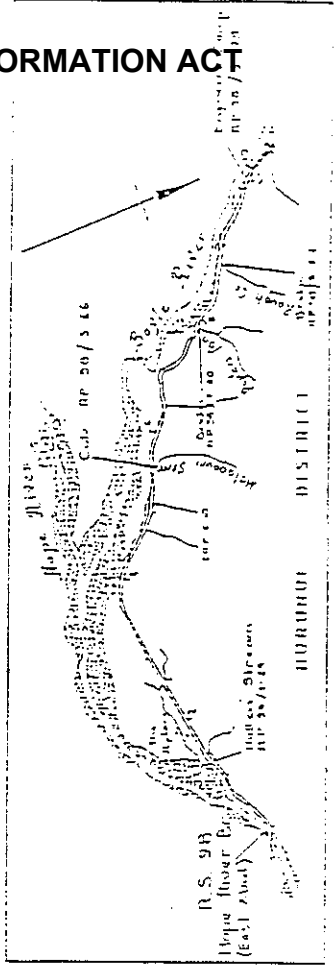
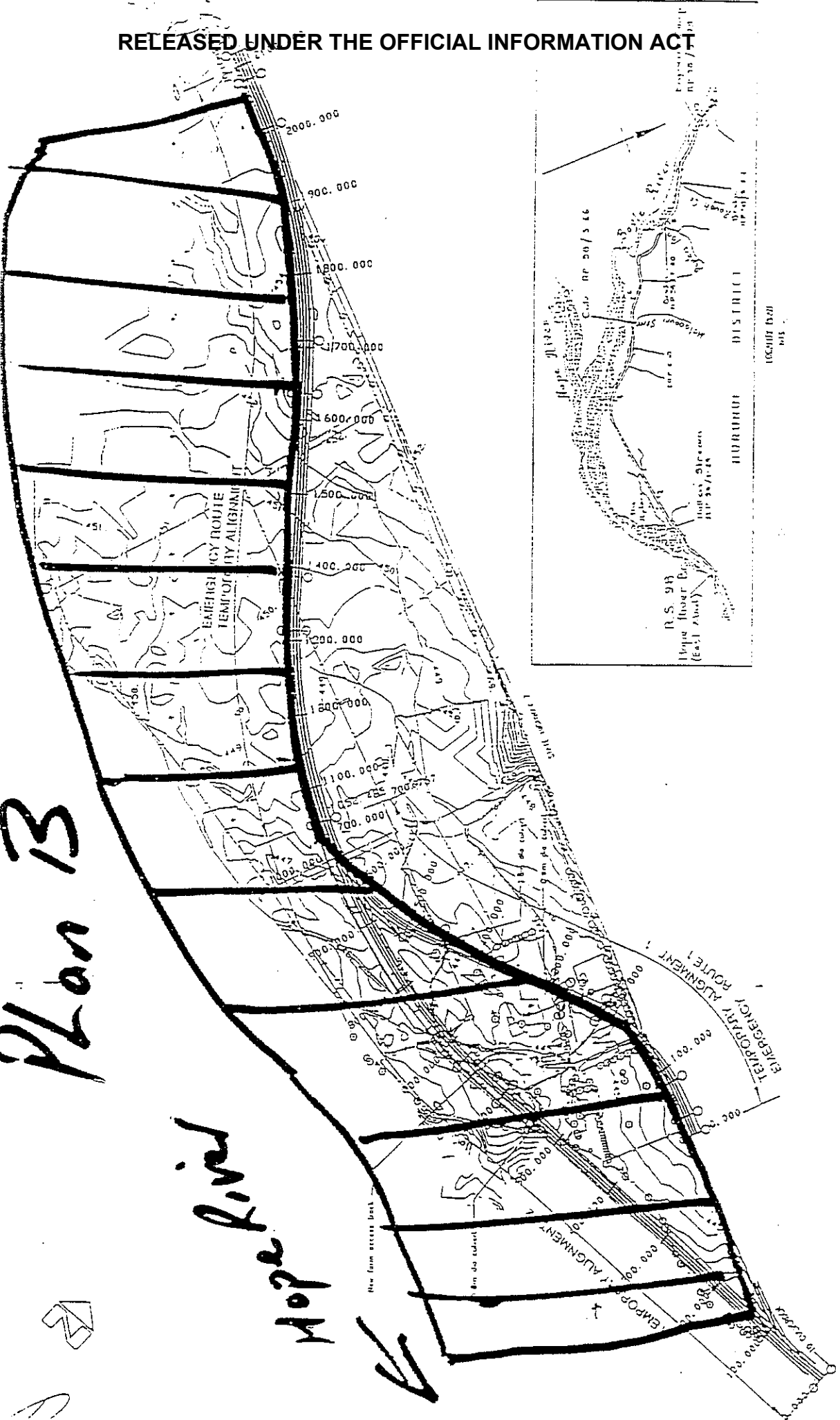
PLAN A

SITE / POPLARS STRAIGHT SITE  
PROPOSED HORROW ARIAS

SCALE 1:5000

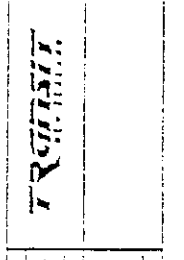
Plan B

Hope Road



DATE: 21/11/73  
 PROJECT: ROAD NO. 18/14 TO RD. NO. 18/15  
 SHEET: 2  
 SCALE: 1:1000  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 DATE: 6/79/72  
 PROJECT NO.: 7801  
 SHEET NO.: 2

**AAA WORKS**  
 Consulting Engineers  
 CIVIL ENGINEERING  
 CHRISTCHURCH



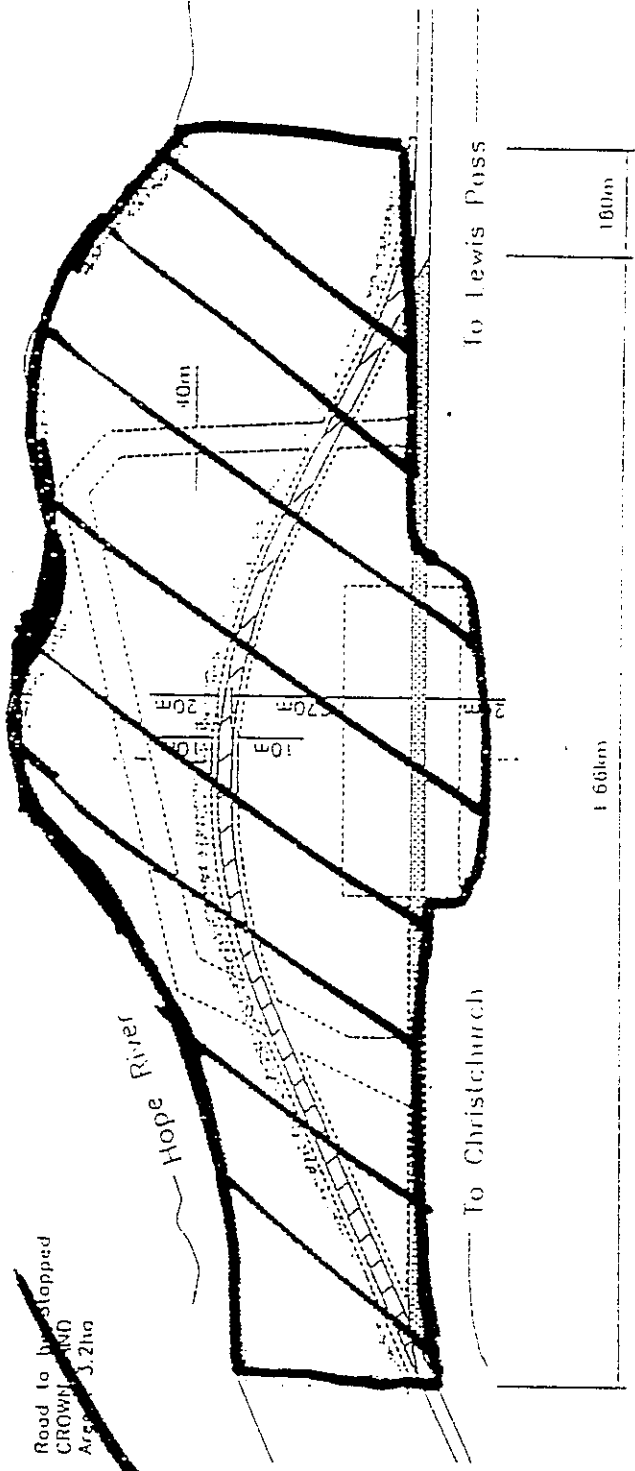
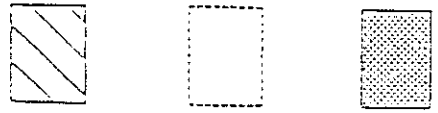
NO.	DATE	DESCRIPTION
1	1/11/73	PRELIMINARY DESIGN
2	1/11/73	FINAL DESIGN
3	1/11/73	CONSTRUCTION
4	1/11/73	AS BUILT

PLAN I  
 [Handwritten signatures and initials]

# Plan C



- ~~Land Required for Road  
Part Run  
C.T. 200/1034  
CROWN LAND  
Lessee : Glasnevin Holdings Limited  
Area : 3.7ha~~
- ~~Land Required Temporarily for Construction  
Part Run  
C.T. 200/1034  
CROWN LAND  
Lessee : Glasnevin Holdings Limited  
Area : 19.9ha~~
- ~~Road to be stopped  
CROWN LAND  
Area : 3.2ha~~



PLAN

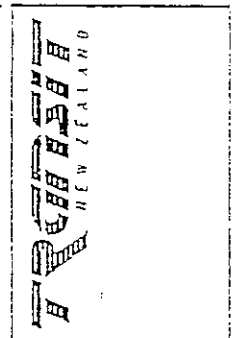
~~SECRET~~

TITLE: S11.7 REGION 11 RS 90  
 REALIGNMENT AT RP 90/1.3 TO 4.0  
 POPLARS STATION  
 LAID PLAN

This drawing and its contents are the property of James  
 Consulting Engineers Ltd. Any unauthorised use without  
 the permission of JCE is a breach of the law.

SCALE: 1:1000  
 DATE: 5/19/22  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]

**JY WORKS**  
 Consultancy Services  
 CIVIL ENGINEERING  
 CHRISTCHURCH

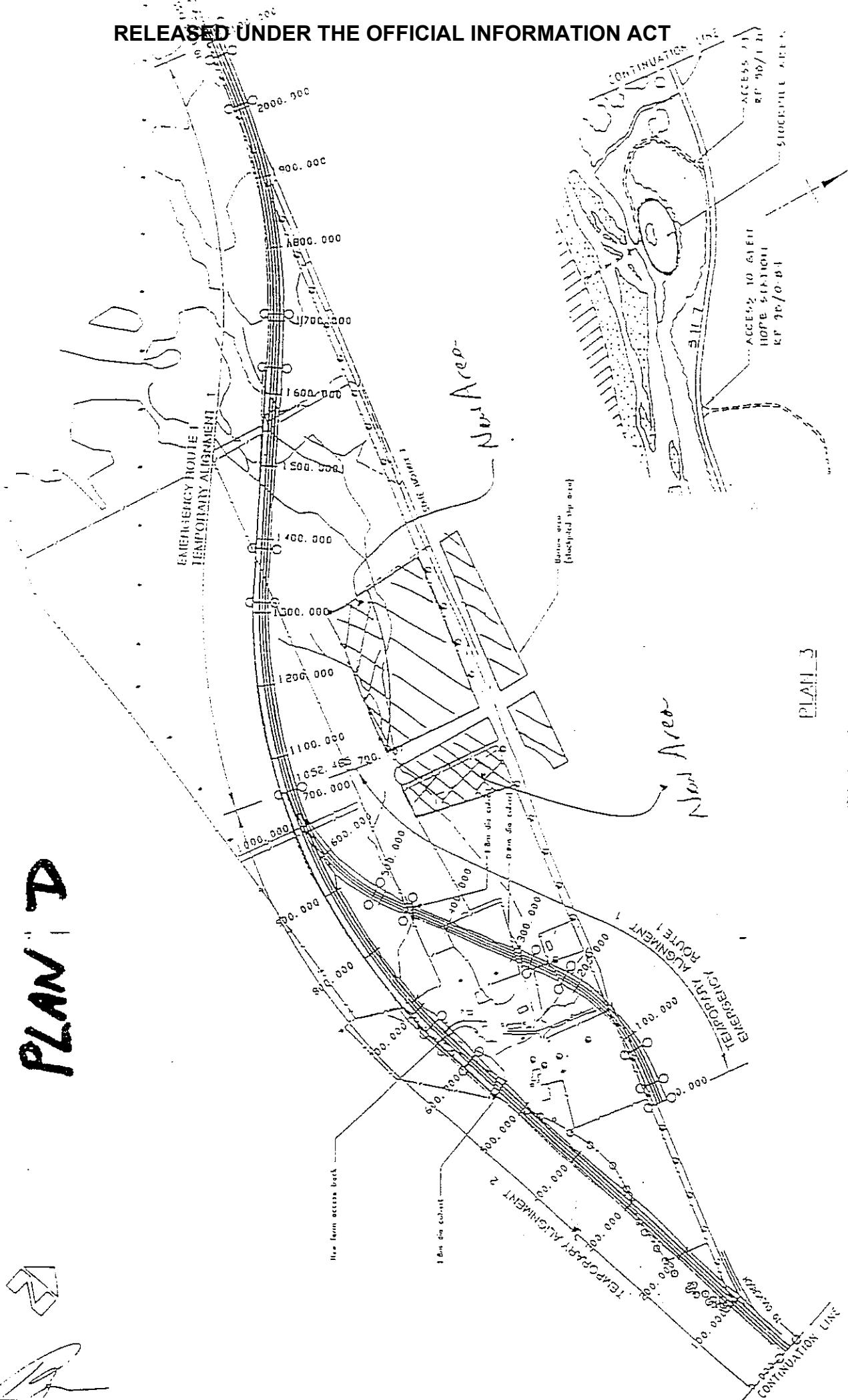


BY	CHECKED	DATE
SURVEY		
DESIGN	N. Guest	
DRAWN	F. Sanders	
RECORD		
APPROVED		
APPROB. DATE		
STATUS		

ORIGINAL FILED IN

[Handwritten signatures and initials]  
 JCE

PLAN D



PLAN 3

SU / POPPERS STRAIGHT SILL  
PROPOSED DORROW AREAS  
SCALE 1:5000

Handwritten initials and a north arrow symbol.

Handwritten initials and a north arrow symbol.



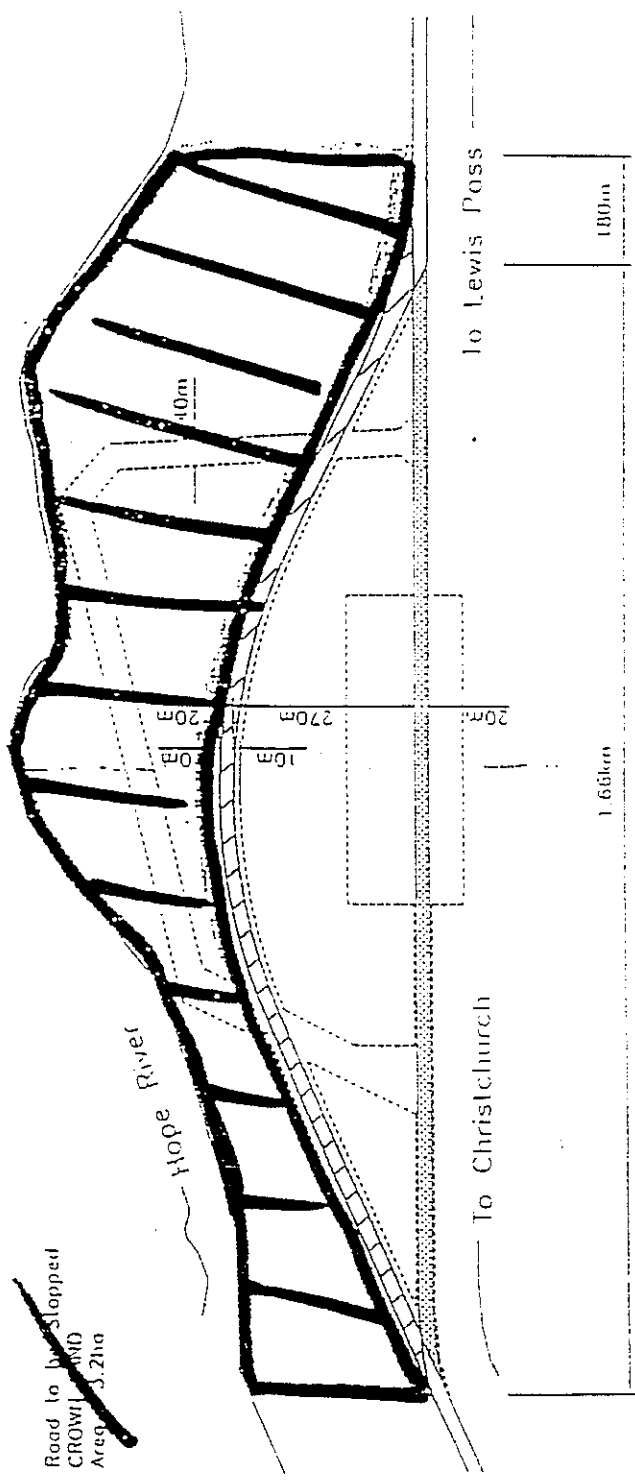
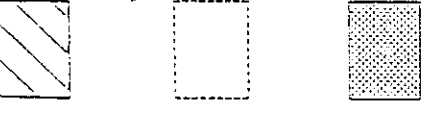
**PLAN E**



Land required for Road  
Part Run 31  
C.T. 200/1034  
CROWN LAND  
Lesse: Glasnevin Holdings Limited  
Area: 3.7ha

Land Required Temporarily for Construction  
Part Run 31  
C.T. 200/1034  
CROWN LAND  
Lesse: Glasnevin Holdings Limited  
Area: 19.9ha

Road to be Stopped  
CROWN LAND  
Area: 3.2ha



PLAN

~~SECRET~~

FILE S.H. 7 REGION 11 RS 98  
REALIGNMENT AT RP 98/1.3 TO 4.0  
POPLARS STATION  
LAND PLAN

The drawing and its contents are the property of the Civil Engineering Services of the Department of Public Works and are not to be used for any other purpose without the written consent of the Department.

DATE: 6/79/72  
JOB: 3604  
SCALE: 1:660

Scale: 1:660

**P W WORKS**  
Consultancy Services

CIVIL ENGINEERING  
CHRISTCHURCH



	BY	CHECKED	DATE
SURVEY			
DESIGN	H. Guest		
DRAWN	J. Sanders		
RECORD			
APPROVED			

APP'D	DATE	STATUS

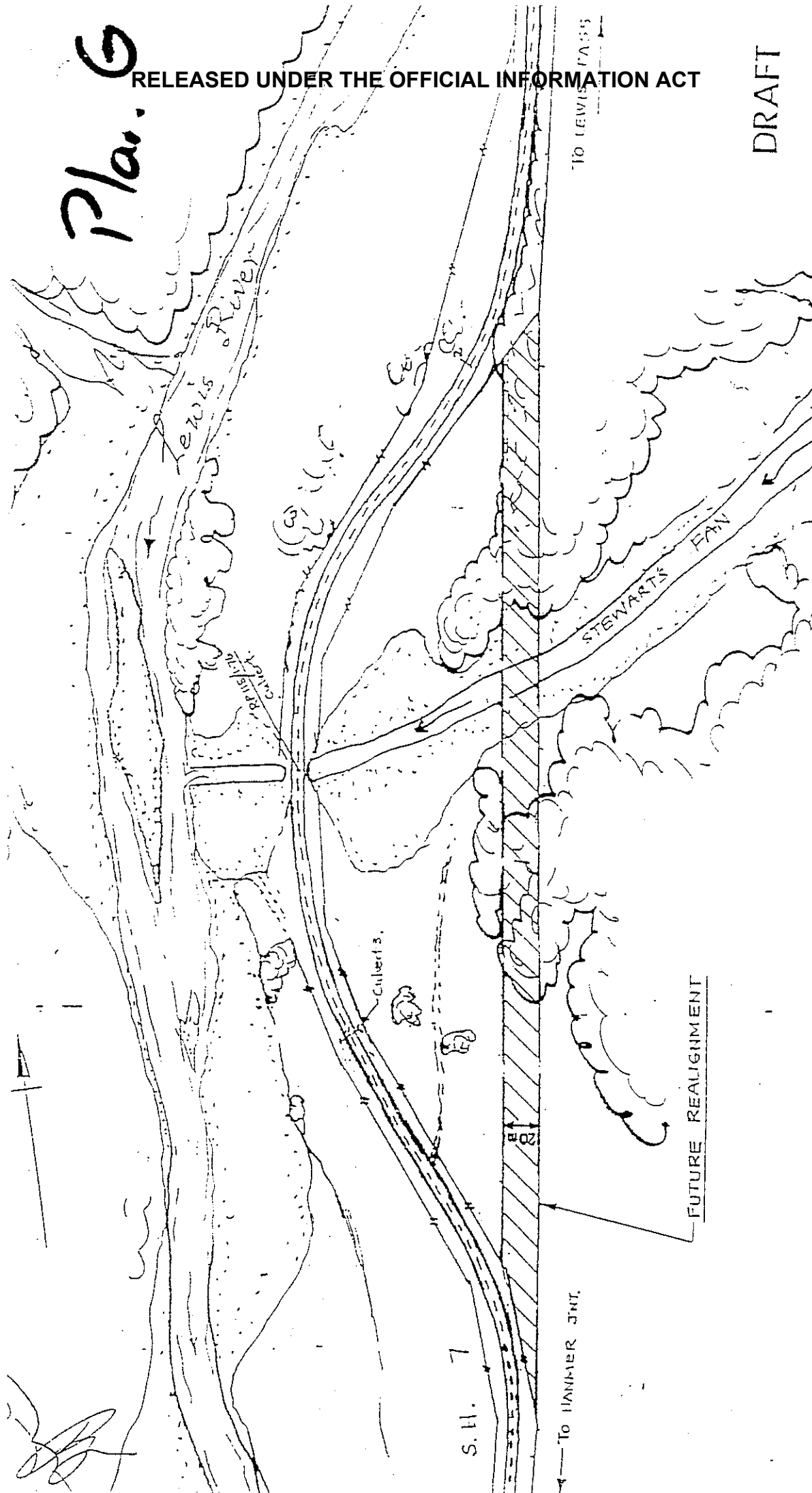
GRAPHIC SCALES

*[Handwritten signatures and initials]*

Plan. 6

RELEASED UNDER THE OFFICIAL INFORMATION ACT

DRAFT



FILE: S11.7 REGION 11 RS 115  
 REALIGNMENT FROM RP 115 / 1-35-2-20  
 STEWARTS FAN CULVERT  
 PROPOSED WORKS - SKETCH PLAN

Scale: 1 : 2000

DATE: 11/11/11  
 DRAWN: [Signature]  
 CHECKED: [Signature]  
 DATE: 12/13/11

APPROVED: [Signature]

DATE: [ ]

FILE: DC-664-R1  
 CADFILE: [ ]  
 REVIEWER: [ ]

**AAA WORKS**  
 Consultancy Services

DATE	BY	CHECKED	DATE

SURVEY	DESIGN	RECORD	APPROVED

APPENDIX STATUS

11/11/11  
 [Signatures]

DATE OF SHEET



RELEASED UNDER THE OFFICIAL INFORMATION ACT

October

1990 1991

BETWEEN GLASNEVIN HOLDINGS LIMITED at Christchurch (hereinafter called "the Lessor") of the one part AND THE AMERI 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:

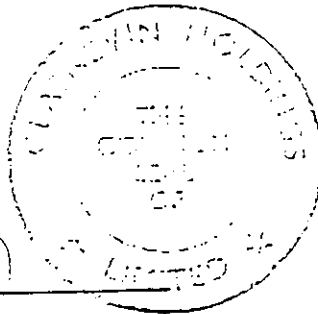
- (a) It shall be the sole responsibility of the Lessee to maintain and repair the building and associated facilities which it has erected on the demised land and to maintain the supply of electricity and water to the said buildings. The Lessee may at any time remove the said buildings and facilities 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: )



[Signature]  
[Signature]

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

[Signature]

Witness [Signature]  
Occupation [Signature]  
Address [Signature]

[Signature]

[Signature]  
[Signature]

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

I, SIMON JOHN KNOWLES HAMFORD 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 686366/1

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.

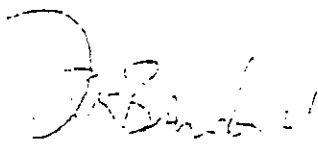
3. THAT at the date hereof I was Property Officer of the said Corporation.

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.

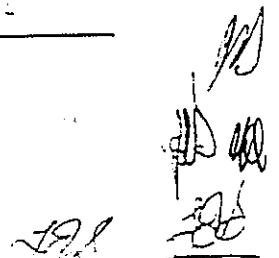
SIGNED at Christchurch

this 4 day of October

1990  
1991

  
\_\_\_\_\_

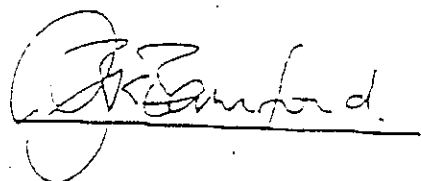




RELEASED UNDER THE OFFICIAL INFORMATION ACT

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 BAMPFORD in the presence )  
of )



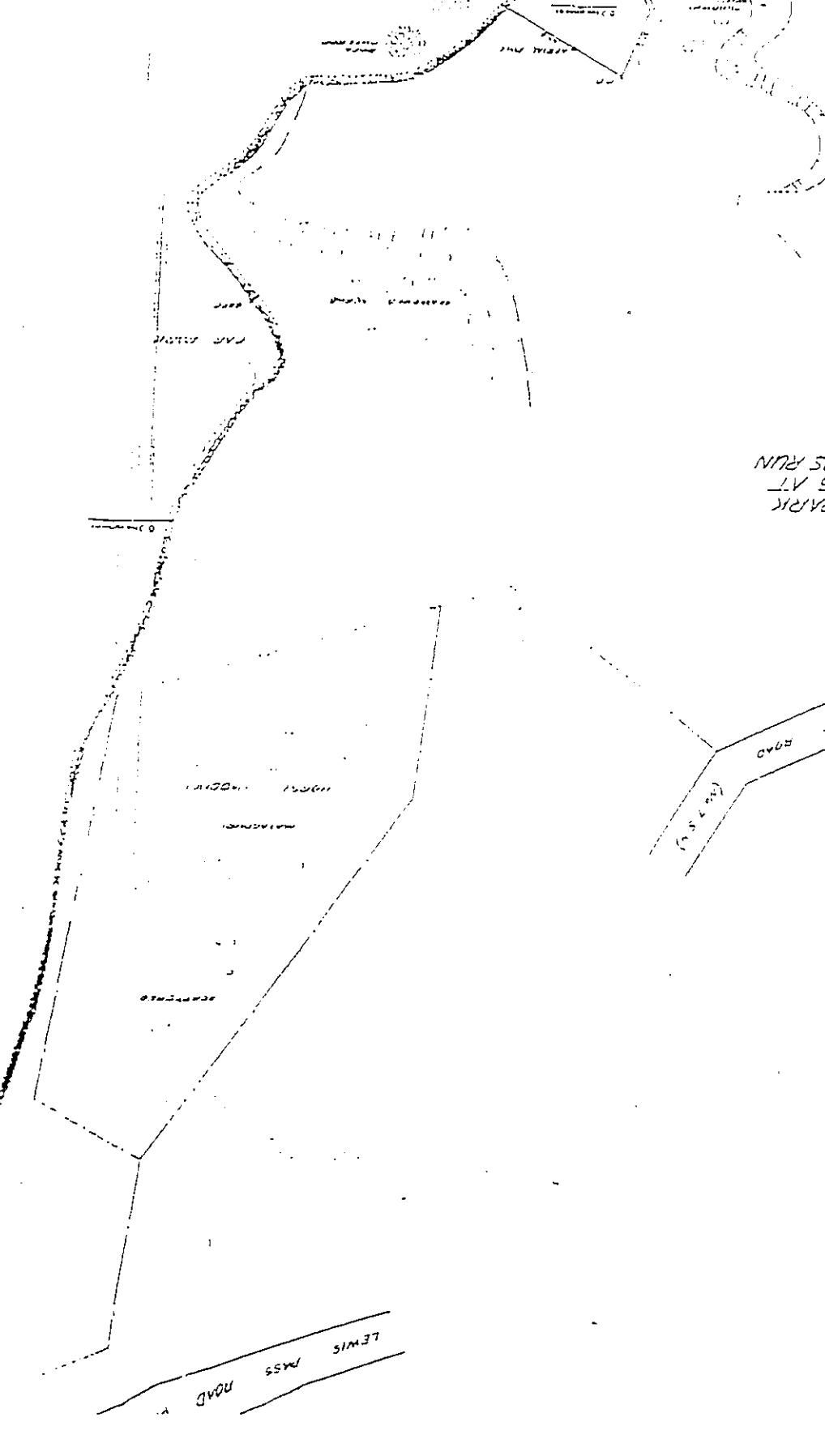
Witness *[Handwritten Signature]*  
Occupation *Counsellor*  
Address *Kendal, Cumbria*



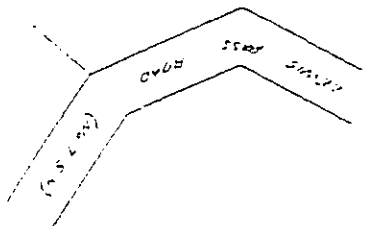
RELEASED UNDER THE OFFICIAL INFORMATION ACT

*[Handwritten signature]*

ACCESS TRACK FROM MAIN R...  
SUGGESTED AREA FOR SUB...



PLAN SHOWING  
ACCOMMODATION CAR PARK  
AND HORSE PADDOCKS AT  
WINDY POINT ON POPPERS RUN  
LEWIS PASS  
SECTION 17, PARADISE 50  
SECTION 17, PARADISE 50  
SECTION 17, PARADISE 50



*[Handwritten initials]*



Dated 4 October 1951 27

RELEASED UNDER THE OFFICIAL INFORMATION ACT

GLASNEVIN HOLDINGS LIMITED  
at Christchurch

Lessor

and

AMERI AREA SCHOOL BOARD OF  
TRUSTEES

Lessee

---

DEED OF LEASE

---

*[Handwritten initials]*

AGREEMENT FOR SALE OF THE IMPROVEMENTS

*[Handwritten signature]*  
10/11

**RELEASED UNDER THE OFFICIAL INFORMATION ACT**

AN AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 1996

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

AND \_\_\_\_\_ 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.

*[Handwritten initials]*

**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.

9/15  
AK  
-201

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 \_\_\_\_\_ day of \_\_\_\_\_ 1996

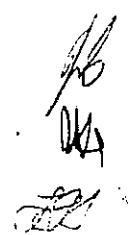
EXECUTED for and on behalf of the Crown by  
RICHARD JULIAN MILNE pursuant to an authority  
given by the Minister of Lands under Section 4B Public  
Works Act 1981, in the presence of:

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_



PARTICULARS

- AND -

CONDITIONS OF SALE

- OF -

THE PROPERTY KNOWN AS POPLARS STATION  
SITUATED ON STATE HIGHWAY 7, LEWIS PASS

---

Wrightsons Limited  
Whalan Real Estate Limited

Vendor's Solicitor -  
Mr J Williamson  
Checketts McKay  
Alexandra  
Phone (03) 448-6969  
Fax (03) 448-8960





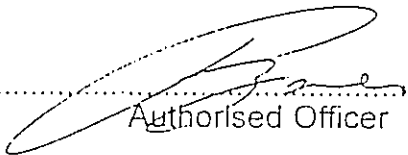
RELEASED UNDER THE OFFICIAL INFORMATION ACT

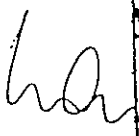

Compensation Certificate No.

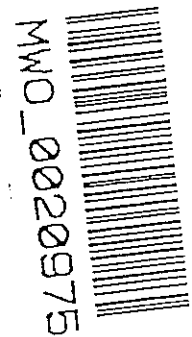
Correct for the purposes of the Land Transfer Act.

Particulars entered in the Register Book

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

  
Authorized Officer

  
  
District Land Registrar  
of the District of Canterbury



3.57 10.00000 A 21.1924 / 1  
REGISTER

DEPARTMENT OF SURVEY AND LAND INFORMATION COMPENSATION CERTIFICATE  
RELEASED UNDER THE OFFICIAL INFORMATION ACT

To: 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 address 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. on any day when Government Offices are open to the public.

(iii) Reference by which Agreement may be identified: 5350 C8966-104

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 19<sup>th</sup> 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

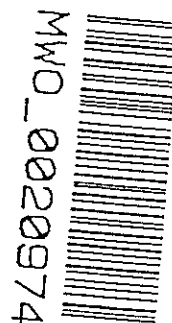
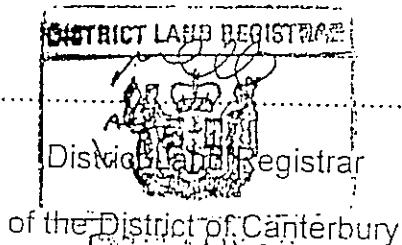
Compensation Certificate No.

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  
ASSESSOR LAND REGISTRAR.....

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 access by the Crown on to part of the land to facilitate drainage associated with the eroding gully and the new highway at Stewarts Fan.

(ii) Compensation has been paid.

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

POPLARS STATION LIMITED 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.

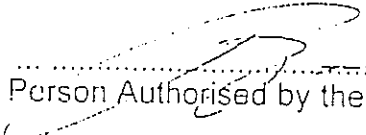
(ii) Hours during which a copy of the Agreement may be inspected: 9 a.m. to 4 p.m. on any day when Government Offices are open to the public.

(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 9<sup>th</sup> day of March 1996

Signed by RICHARD JULIAN MILNE  
in the presence of: )

  
Person Authorised by the Minister of Lands

Witness: 

Name: JOCELYN FOX

Occupation: Legal Clerk

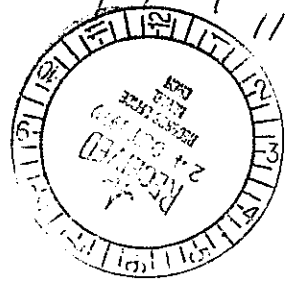
Address: Department of Survey and Land  
Information, Christchurch

**APPENDIX 11**

Inquiries to Mr W S Greenwood Date 23 October 1979

Ref: R 72/7/13/116  
R 72/7/13/117

72/7/13/116  
117



District Commissioner of Works  
Ministry of Works and Development  
CHRISTCHURCH

ATTENTION District Property Officer

SH 7 : POPLARS FAN-ROUGH CREEK  
BRIDGE REPLACEMENT : LAND PURCHASE

... Enclosed are three copies each of plans 6/79/1/3634/1 and 6/79/2/3634/1 detailing land requirements at the above locations.

Bridge construction is imminent, with a start on approaches within the next three months. Your actioning the entry agreement and discussions on land purchase is now required.

Advice on the timing of any meeting with the landowner would be appreciated. This will enable our attendance to answer any engineering queries that may arise.

J O Ballantyne  
Resident Engineer

Per *J. J. [Signature]*

(D' B Eggelton)

Encl

*New file please or discuss*  
*Mr Reimers get LES OK.*  
*Mr Jeffrey - no plans attached now held by me 14/11*

*planned see Greenwood 14/11  
- asked him to get entry agreement  
without conditions and to forward  
it here when completed Part of him is used  
for a heavy vehicle bypass & Barrett will have  
one of his land when new bridge is completed so  
they will actually gain in usable area for farming  
Dept will look out fences on boundaries and this  
will offset compensation due for falling land  
- told him we would get agreement from LES.*

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

WITH CONTRACT 5022V ONLY.  
NOT TO BE FURTHER COPIED, REPRODUCED  
OR DISTRIBUTED WITHOUT THE  
PERMISSION OF LINZ

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

## RELEASED UNDER THE OFFICIAL INFORMATION ACT

Mr S R Gilbert

17 October 1988

40/72/7/13/7

Commissioner of Crown Lands  
 Department of Lands and Survey  
 Private Bag  
 CHRISTCHURCH

SE 7 : POPLARS FAN - ROUGH CREEK  
 BRIDGE REPLACEMENT : ENTRY FOR CONSTRUCTION

Your reference No. P15:

In the near future work is to commence on bridge approaches and replacement construction at Poplars Fan and Rough Creek, SE 7.

Entry on to Crown leasehold land is required and I should be obliged if you would consider the proposal set out herein and advise if entry for construction purposes prior to the settlement of compensation can be permitted. A separate approach will shortly be made to the lessees, J and T A Barrett.

... You will see from the attached plans that approximately 8900 m<sup>2</sup> of land is required for road at Poplars Fan and approximately 3985 m<sup>2</sup> at Rough Creek. In addition, two separate areas totalling approximately 2 ha will be needed for temporary use.

The tender for the work is to be advertised on 18 October and it is anticipated that construction will commence shortly after the closing and allocation, if entry consents are held.

The land is described as part Run 286, "The Poplars" and contained in leasehold certificate of title No. 529/100.

Your consent to entry for construction purposes in the near future would be most appreciated.

I am sorry that you were not given earlier notice.

P F Reynolds  
 District Commissioner of Works

Per

*SRG*  
 (S R Gilbert)

Encls

For minute see page 2.

*Delivered by  
 hand 17/10 1:15 pm*

*SL*  
*Heest*  
 53 Lake Sumner

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

WITH CONTRACT 5025<sup>v</sup> ONLY.  
 NOT TO BE FURTHER COPIED, REPRODUCED  
 OR DISTRIBUTED WITHOUT THE  
 PERMISSION OF LINZ

RECEIVED  
 17 OCT 1988  
 10:30 AM  
 CIVIL ENGINEERING  
 DEPARTMENT OF LANDS AND SURVEY  
 CHRISTCHURCH

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Resident Engineer  
Ministry of Works and Development  
CHRISTCHURCH

FOR Mr J K Ballingall

Copy for your information.

P F Reynolds  
District Commissioner of Works

Per



(S E Gilbert)

17.10.80

RECEIVED  
1980 OCT 20 10 10 AM  
MINISTRY OF WORKS AND DEVELOPMENT  
CHRISTCHURCH



40/72/7/13/7

DEPARTMENT OF LANDS AND SURVEY

TELEGRAPHIC ADDRESS: 'LANDS'

FOR VERBAL INQUIRIES  
PLEASE ASK FOR Mr Savage

TELEPHONE No. 799 760



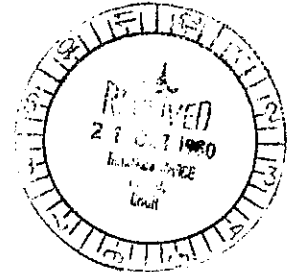
IN REPLY PLEASE QUOTE  
OUR REFERENCE: P 15

YOUR REFERENCE: 40/72/7/13/7

DISTRICT OFFICE,  
~~P.O. BOX~~  
Private Bag  
CHRISTCHURCH

20 October 1980

The District Commissioner of Works  
Ministry of Works and Development  
P.O. Box 1479  
CHRISTCHURCH



Attention : Mr S.R. Gilbert.

SH 7 : POPLARS FAN - ROUGH CREEK  
BRIDGE REPLACEMENT : ENTRY FOR CONSTRUCTION

I refer to your memorandum of 17 October 1980 and confirm that there is no objection to the taking of 8900 square metres at Poplars Fan and 3983 square metres at Rough Creek being Part Run 286 "The Poplars" (C.T. 529/100) for road realignment purposes, subject to the lessees' consent being obtained.

No compensation is claimed by the Crown. However, it is assumed that usual compensation will be negotiated with lessees and a certificate registered against the Pastoral Lease.

*No reduction in annual rental  
ha. rates \$350/400  
rental \$ 25 p/ha*

E.J. Davies  
Commissioner of Crown Lands

Per *P. L. Savage*

*Dave Blackmore with average  
meeting my back. SP 29/10*

*DP*

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

WITH CONTRACT 5021 ONLY.  
NOT TO BE FURTHER COPIED, REPRODUCED  
OR DISTRIBUTED WITHOUT THE  
PERMISSION OF LINZ

L & S - F 2  
RELEASED UNDER THE OFFICIAL INFORMATION ACT

40/72/7/13/7

DEPARTMENT OF LANDS AND SURVEY

TELEGRAPHIC ADDRESS: 'LANDS'

FOR VERBAL INQUIRIES  
PLEASE ASK FOR MR Savage

TELEPHONE No. 799 760



OUR REFERENCE: P 15

YOUR REFERENCE: 40/72/7/13/7

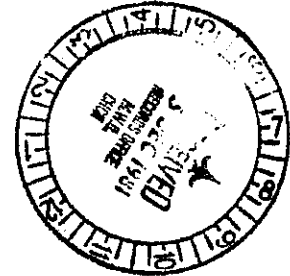
DISTRICT OFFICE,

~~P.O. BOX~~

Private Bag  
CHRISTCHURCH

2 December 1980

The District Commissioner of Works  
Ministry of Works and Development  
P.O. Box 1479  
CHRISTCHURCH



Attention : Mr S.R. Gilbert

SH 7 : POPLARS FAN AND ROUGH CREEK : BRIDGE REPLACEMENT

I acknowledge your memorandum of 20 November 1980 and confirm that the arrangement for closing of 4700 square metres of road for addition to CL 529/100 (P 15) is acceptable as part of the overall settlement.

no  
5211

E.J. Davies  
Commissioner of Crown Lands

Per

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

WITH CONTRACT 5022 ONLY.  
NOT TO BE FURTHER COPIED, REPRODUCED  
OR DISTRIBUTED WITHOUT THE  
PERMISSION OF LINZ

ARCHIVED  
1980

RELEASED UNDER THE OFFICIAL INFORMATION ACT

40/72/7/13/7

CHRISTCHURCH

17 December 1980

District Commissioner of Works  
OFFICE

1980/5211 : S H 7 : POPLARS FAN AND  
ROUGH CREEK, BRIDGE REPLACEMENT  
DEPARTMENT OF LANDS AND SURVEY AND  
J & T A BARRETT, CROWN LESSEES

Small areas of Crown leasehold land are required for minor highway work in conjunction with the replacement of two bridges on the Lewis Pass highway. The settlement negotiated involves also the closing of road and the amalgamation of the land with the adjoining Crown leasehold block as part equality of exchange.

My report with recommendations follows:

a LAND FOR ROAD

SETTLEMENT WITH

Commissioner of Crown Lands  
Department of Lands and Survey  
Christchurch.

Crown Lessees : Jack Barrett and Travis Alfred  
Barrett  
"The Poplars"  
Lewis Pass.

INTEREST

Freehold  
Leasehold.

PURPOSE

Road.

AREAS

Poplars Fan	8600 m <sup>2</sup>
Rough Creek	3983
	<hr/>
	1.258 ha
	<hr/>

The areas are subject to survey.

DESCRIPTION  
(Legal)

Part Run 286 "The Poplars" in Block VI Skiddaw Survey District subject to Proclamation 771811 Notice 699454 Gazette Notice 828507 and compensation certificate 145927/1 and being part of the land in certificate of leasehold title No. 529/100 Canterbury Registry.

- 1 Prep Opp 8/23/80
- 2 D.A. 8/28/80
- 3 D. Sol. MGD.
- 4 S.L. 8/30.

The land is shown on plans 6/79/1/3634/IR2 and 6/79/2/3634/IR2.

ARCHIVED COPY FILED IN  
CHRISTCHURCH 10/1/80

RELEASED UNDER THE OFFICIAL INFORMATION ACT

(General) The land is very stoney and has little agricultural worth. The Poplars Fan area is essentially flat on one level while the land in the vicinity of the Rough Creek comprises mostly steep bank rising from the highway on the western side and sloping away from the highway on the eastern or Boyle River side.

Sound post and wire fences may be disturbed in places but these will be repositioned or re-erected as the case may be, by construction forces.

b ROAD TO BE CLOSED

OWNER National Roads Board.

PROPOSED ACTION The closing and amalgamation with adjoining land.

INTEREST Freehold

AREA 4700 m<sup>2</sup> subject to survey

DESCRIPTION (Status) Road adjoining part Run 286 "The Poplars" in Block VI Skiddaw Survey District.

(General) An irregular shaped area of metal road and of little agricultural value.

ZONING All of the land subject to this report and recommendation has a Rural zoning.

VALUATION No special Government valuation has been obtained. I am informed by the senior rural valuer that the land has a market worth of approximately \$350 - \$400 per hectare and a current market rental would be \$25 per hectare.

AUTHORITY Memorandum R72/7/13/116 and R72/7/13/117 dated 10 October 1980 from resident engineer, Ministry of Works and Development, Christchurch.

SETTLEMENTS NEGOTIATED

Freehold Interest Nil

Leasehold Interest

COMMENTS

In addition to the land required for highway the resident engineer wishes to occupy temporarily during the construction period a further 2 hectare approximately. The overall settlement with the Crown lessees acknowledges rental value on a current market basis.

The commissioner of Crown Lands does not intend to claim compensation for the loss of the freehold interest in the land and is willing to accept the old road once closed for amalgamation with the leasehold title.

For the lessees I have calculated their interest at . . . , allowed a further rental for the temporary occupation of 2 ha for a period of two years and rounded the sum off at . . .

ARCHIVED BY THE NATIONAL ARCHIVES OF NEW ZEALAND

3

RELEASED UNDER THE OFFICIAL INFORMATION ACT


The encumbrances registered against the title and acknowledged in this report relate to the taking of land for road and a building line notice.

RECOMMENDATIONS

- 1 I recommend that the Department of Lands and Survey's freehold interest in the subject land be set apart for road for a nil consideration, and
- 2 That the leasehold interest owned by Jack and Travis Alfred Barrett be taken for the sum of \$200.00 subject to the following special conditions:
  - "1 The leasehold interest in the 1.258 ha shall be taken for road.
  - 2 Boundary fences affected by construction will be reinstated by the Crown at its cost; such fencing to consist of standard seven wires including two barbed wires.
  - 3\* The Crown shall close the road containing approximately 4700 m<sup>2</sup>, as shown on plan 6/79/1/3634/1/R2, adjoining part Run 286 "The Poplars" in Block VI, Skiddaw Survey District and shall amalgamate this land in leasehold title No. 529/100.
  - 4 The lessees consent to the closing and amalgamation of the road as described in clause 3 herein and for this purpose shall obtain consents of any parties holding any charge, encumbrance, lien or interest in leasehold title No. 529/100.
  - 5 Rates shall not be apportioned on settlement. The Crown shall indemnify the lessees against the payment of local authority rates on the 1.258 ha from 1 April 1981.
  - 6 From date of first entry for construction purposes until construction forces have departed the land, the lessees shall permit the Crown to occupy an additional 2 hectares of land identified on the plans previously mentioned herein.
  - 7 The Crown, on departing the land shall clean up and tidy the areas to be used for temporary occupation.
  - 8 The lessees acknowledge that the said sum is full and final settlement including two years' rental for the land to be temporarily occupied.
  - 9 The lessees shall make no claim on the Commissioner of Crown Lands, Christchurch for a reduction in the annual rental of Run 286 arising from the loss of the 1.258 ha, the temporary occupator of the 2 ha, or the amalgamation of the 4700 m<sup>2</sup>."

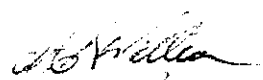
\*  
Only way this  
can be done is  
to declare Govt.  
Road & stippled  
& then declare  
Crown Land.  
Will L. & D.  
agree to do  
the amalgamation.  
for

PS Similar to  
the Knudson  
& Smith case.

  
(S R Gilbert)  
Senior Land Purchase Officer

Chairman  
National Roads Board

I concur.  
  
District Property Officer

  
(M K Williams)  
Assistant District Property Officer





Ministry of Works  
and Development

Property Services

DISTRICT OFFICE:.....

CHRISTCHURCH

PO Box 1479

Ref: 100/72/7/13/7

Inquiries to:

Date: 23.12.80

Commissioner of Crown Lands  
Private Bag  
Christchurch

Wellington

1980/5211 - S.H.7. Pipers FAN Rough Creek  
Bridge Replacement - Waste Survey Dept.

I concur with the enclosed land purchase officer's recommendation dated 17.12.80

If you wish to proceed please advise me and I will then complete the transaction.

~~P.W. 11 will be required. (Delete if necessary)~~

(L.E.S. CH. CH 1  
R. CH. CH 1  
Advising Officer 1)

DISTRICT COMMISSIONER OF WORKS  
per:

P.W. 719A (Rev 6/80)

48868H-100 pads/6/80 MK

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

ARCHIVE  
Christchurch



Ministry of Works

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Memorandum of Agreement

(1) Full Name (1) JACK BARRETT AND TRAVIS ALFRED BARRETT of

(2) Address and Occupation (2) "The Poplars", Lewis Pass

(hereinafter called the owner) being the owner/lessee of the land hereinafter mentioned for an estate of freehold/leasehold in possession hereby offers to sell to Her Majesty the Queen for the sum of

(3) Delete if not applicable

free of (3) all leases and tenancies and discharged from all encumbrances all the piece(s) of land comprising about acres rods perches (1.258 hectares - square metres) being part Run 286 "The Poplars" in Block VI, Skiddaw Survey District as shown on plans 6/79/1/363A/IR2 and 6/79/2/363A/IR2 subject to Proc. 771811, Notice 699454, Gazette Notice 828507 and Compensation Certificate 145927/1 and being xth/part of the land in Certificate of Leasehold No. 529/100 Canterbury Registry on and subject to the conditions set out in Notes

A and C endorsed on the reverse hereof:

OR ALTERNATIVELY at the option of the Minister of Works and Development the owner agrees to the taking by Proclamation or Declaration under the Public Works Act, 1928, of such piece(s) of land and to accept the above sum in full settlement of compensation for the said land together with the rights, easements, and appurtenances thereto belonging and all his estate and interest therein as aforesaid 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 hereby authorises Her Majesty to retain and pay (if demanded) to the persons entitled the whole or a sufficient portion of the compensation to release the land agreed to be taken from all encumbrances affecting the same; And the owner further agrees to adduce a good title to the said land and to comply with the requirements set out in Notes B and C on the reverse hereof.

SIGNED by the said JACK BARRETT

Handwritten signature of Jack Barrett and Travis Alfred Barrett

TRAVIS ALFRED BARRETT

(Owner)

Date: 6th DECEMBER 1980

in the presence of:

Witness: M. J. Crofton

Address: 232 WILKINSON ROAD C.H. CH. S.

Occupation: ACCOUNTANT

Acting on behalf of Her Majesty the Queen pursuant to Section 13 of the Public Works Amendment Act, 1948, and pursuant to an authority given to me by the Minister of Works and Development I hereby accept the above offer to sell/confirm the above agreement to take by Proclamation or Declaration.

DATED at Christchurch this 14th day of April 1981.

SIGNED by BRIAN CYRIL ROWELS

Person authorised by the Minister of Works and Development.

in the presence of:

Witness: M. J. Crofton

Address: Christchurch

Occupation: Clerk.

NEW ZEALAND GOVERNMENT PRINTING OFFICE

RELEASED UNDER THE OFFICIAL INFORMATION ACT

All correspondence is to be addressed to:  
Ministry of Works and Development.

P.O. Box 1479, Christchurch

NOTE A  
CONDITIONS RELATING TO TRANSFER:

1. DATE OF SETTLEMENT

The date of settlement shall be:

- (a) One month from acceptance of offer, ~~if any work is done on the land~~
- (b) Six weeks from acceptance of offer of discharge on the transfer of title ~~or~~
- (c) Three weeks from depositing of land transfer plan of survey required for giving title ~~to the Crown~~

2. DATE FOR POSSESSION AND APPORTIONMENTS

Vacant possession of the said land shall be given to the Crown ~~and on or after the date of settlement~~ on date of settlement ~~and for the purpose the latest date demand received by the owner up to the date of settlement shall be forwarded to the District Commissioner of Works~~

3. EXECUTION OF TRANSFER

Upon payment of purchase money and any apportionments by the Minister the owner and all other necessary parties will execute in favour of the Minister a valid conveyance transfer or other assurance of the said land for an estate in fee simple free from encumbrances, such assurance to be prepared by and at expense of the Minister and to be tendered 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 all such rent up to date of settlement, after which Crown will collect.

5. INSURANCE

Insurance premium shall not be apportioned and the said land shall remain at the sole risk of the owner and if any damage is done to the said 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 (c).

The survey shall be done by and at expense of owner and if the Minister considers the owner is not taking reasonable steps to have the plan deposited within the period the Minister may give to the owner by registered letter notice that he requires the plan to be deposited within a period of six months from the date of such notice and if at the expiration of such period the plan has not been deposited the Minister 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.

NOTE 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

Vacant possession of the said land shall be given to the Crown ~~and on or after the date of settlement~~ on settlement which shall be not later than one month(s) from date of acceptance of offer.

3. MORTGAGEES' STATEMENTS

As the issue of the Proclamation or Declaration will clear ~~the land of any encumbrance~~ the owner shall advise whether the said land is, ~~or was at the date of taking by the Crown,~~ 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 District Commissioner statements signed by each mortgagee and holder of the lien or charge setting out the amount required to be paid to him in discharge or reduction of the mortgage debt or for the release of the lien or charge.

4. RATES

Unless the land affected by the agreement is part only of the owner's property in the ~~same~~ holding on the rating roll the owner shall forward to the District Commissioner 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 rent is paid. ~~owner~~ shall collect all such rent up to day of settlement after which Crown will collect.

6. INSURANCE

Insurance premium shall ~~not~~ be apportioned and the said land shall remain at the sole risk of the owner ~~and if any~~ damage is done to the said 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.

NOTE C  
ANY CONDITIONS SPECIAL FOR THIS TRANSACTION

See separate sheet.

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.

Archives Department  
Christchurch Office



NOTE C

CONDITIONS SPECIAL FOR THIS TRANSACTION

- 1 The leasehold interest in the 1.258 ha shall be taken for road.
- 2 Boundary fences affected by construction will be reinstated by the Crown at its cost; such fencing to consist of standard seven wires including two barbed wires.
- 3 The Crown shall close the road containing approximately 4700 m<sup>2</sup>, as shown on plan 6/79/1/3634/1/R2, adjoining part Run 286 "The Poplars" in Block VI, Skiddaw Survey District and shall amalgamate this land in leasehold title No. 529/100. X
- 4 The lessees consent to the closing and amalgamation of the road as described in clause 3 herein and for this purpose shall obtain consents of any parties holding any charge, encumbrance, lien or interest in leasehold title No. 529/100.
- 5 Rates shall not be apportioned on settlement. The Crown shall indemnify the lessees against the payment of local authority rates on the 1.258 ha from 1 April 1981.
- 6 From date of first entry for construction purposes until construction forces have departed the land, the lessees shall permit the Crown to occupy an additional 2 hectares of land identified on the plans previously mentioned herein.
- 7 The Crown, on departing the land shall clean up and tidy the areas to be used for temporary occupation.
- 8 The lessees acknowledge that the said sum is full and final settlement including two years' rental for the land to be temporarily occupied.
- 9 The lessees shall make no claim on the Commissioner of Crown Lands, Christchurch for a reduction in the annual rental of Run 286 arising from the loss of the 1.258 ha, the temporary occupation of the 2 ha, or the amalgamation of the 4700 m<sup>2</sup>.

*J.R.*  
*T.A.B.*

COMMISSIONER OF CROWN LANDS  
 CHRISTCHURCH

Office of the Registrar  
 1000 Tenth Avenue  
 Regina, Saskatchewan S4P 0Z6  
 (306) 773-2222

**INSTRUMENTS LISTED BELOW RECEIVED**  
**Legal Program, Ministry of Justice and Development, Saskatchewan**  
**3000 TAMEWAGQJ QUMJAD**

3 2 1 2 0 7

THIS SPACE FOR OFFICIAL USE ONLY

INSTRUMENT NO. 3000  
 REGISTERED TO: 3000  
 INSTRUMENT NO. 3000  
 REGISTERED TO: 3000

DOCUMENTS AND CERTIFICATES OF TITLE ATTACHED/OR REQUIRED TO ENABLE REGISTRATION  
 PRODUCED BY: 3000

PRIOR DEALING INFORMATION  
 REGISTERED INSTRUMENT NO. 104 YKA 28000 31  
 SCHEDULE NO.: 2800

LOT AND P.P. NO. OR OTHER LEGAL DESCRIPTION PLUS REGISTERED NO. OF INSTRUMENTS AFFECTED  
 2800  
 2800

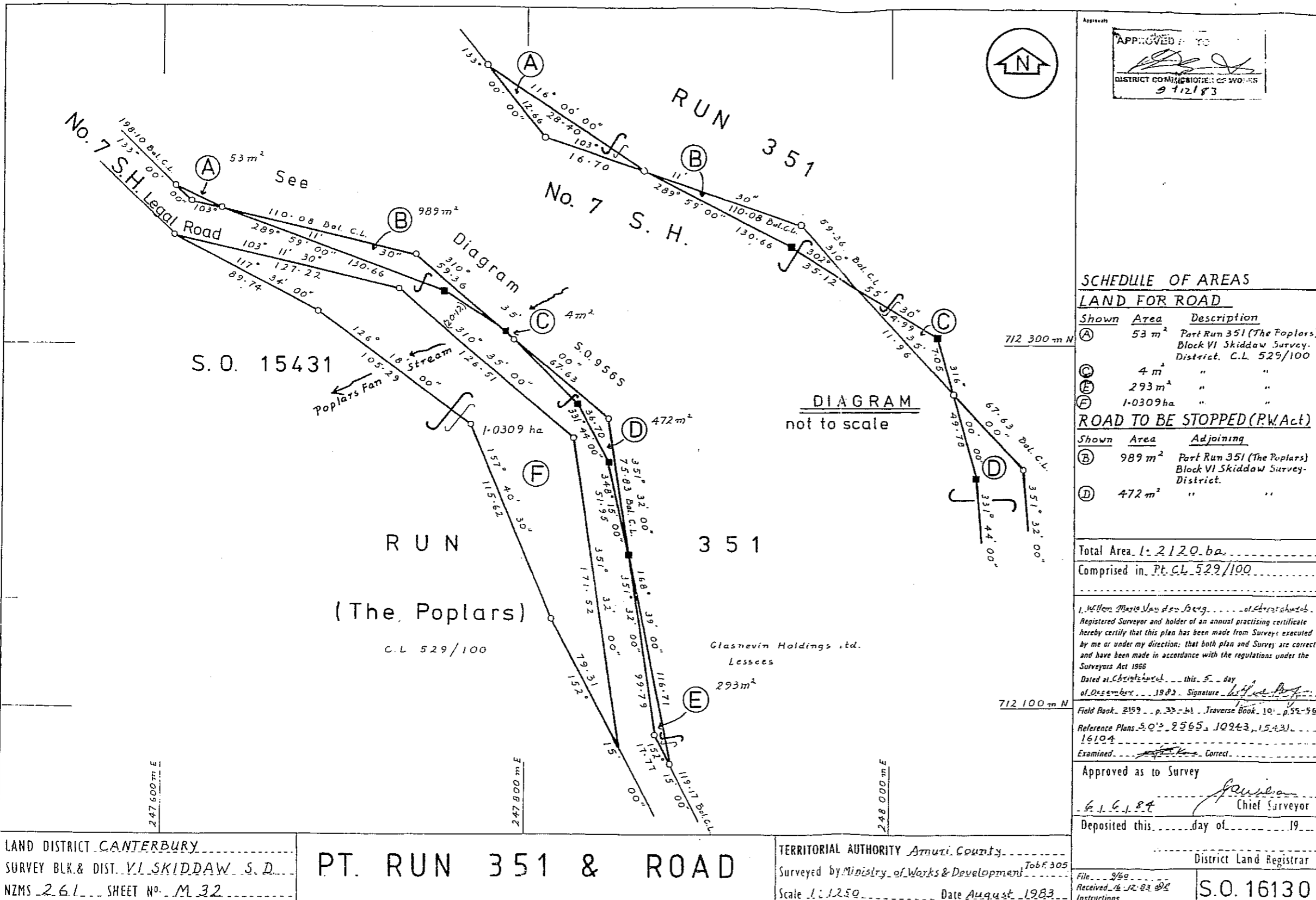
REGISTRATION NO. 3000  
 REGISTERED TO: 3000

INSTRUMENT NO.	REGISTERED TO	INSTRUMENT NO.	REGISTERED TO	INSTRUMENT NO.	REGISTERED TO	INSTRUMENT NO.	REGISTERED TO	INSTRUMENT NO.	REGISTERED TO	INSTRUMENT NO.	REGISTERED TO	INSTRUMENT NO.	REGISTERED TO
1	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000
2	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000
3	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000
4	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000

*Records*  
*Please file*  
*40/72/13/19*  
*P. g. m. 28/4/81*

RECEIPT COPY

INSTRUMENTS LISTED BELOW RECEIVED  
 LEGAL PROGRAM, MINISTRY OF JUSTICE AND DEVELOPMENT, SASKATCHEWAN  
 3000 TAMEWAGQJ QUMJAD



APPROVED  
 DISTRICT COMMISSIONER OF WORKS  
 9/12/83

SCHEDULE OF AREAS  
 LAND FOR ROAD

Shown	Area	Description
(A)	53 m <sup>2</sup>	Part Run 351 (The Poplars) Block VI Skiddaw Survey. District. C.L. 529/100
(C)	4 m <sup>2</sup>	"
(E)	293 m <sup>2</sup>	"
(F)	1.0309 ha	"

ROAD TO BE STOPPED (P.W. Act)

Shown	Area	Adjoining
(B)	989 m <sup>2</sup>	Part Run 351 (The Poplars) Block VI Skiddaw Survey. District.
(D)	472 m <sup>2</sup>	"

Total Area 1.2120 ha  
 Comprised in Pt. C.L. 529/100

I, William Mario Van der Berg, of Christchurch, Registered Surveyor and holder of an annual practising certificate hereby certify that this plan has been made from Surveys executed by me or under my direction; that both plan and Survey are correct and have been made in accordance with the regulations under the Surveyors Act 1966  
 Dated at Christchurch this 5 day of December 1982. Signature *W.M. Van der Berg*  
 Field Book 2159 p. 32-41. Traverse Book 10 p. 52-56  
 Reference Plans S.O.'s 2565, 10943, 15431, 16104  
 Examined *[Signature]* Correct

Approved as to Survey  
*[Signature]*  
 Chief Surveyor

Deposited this day of 19

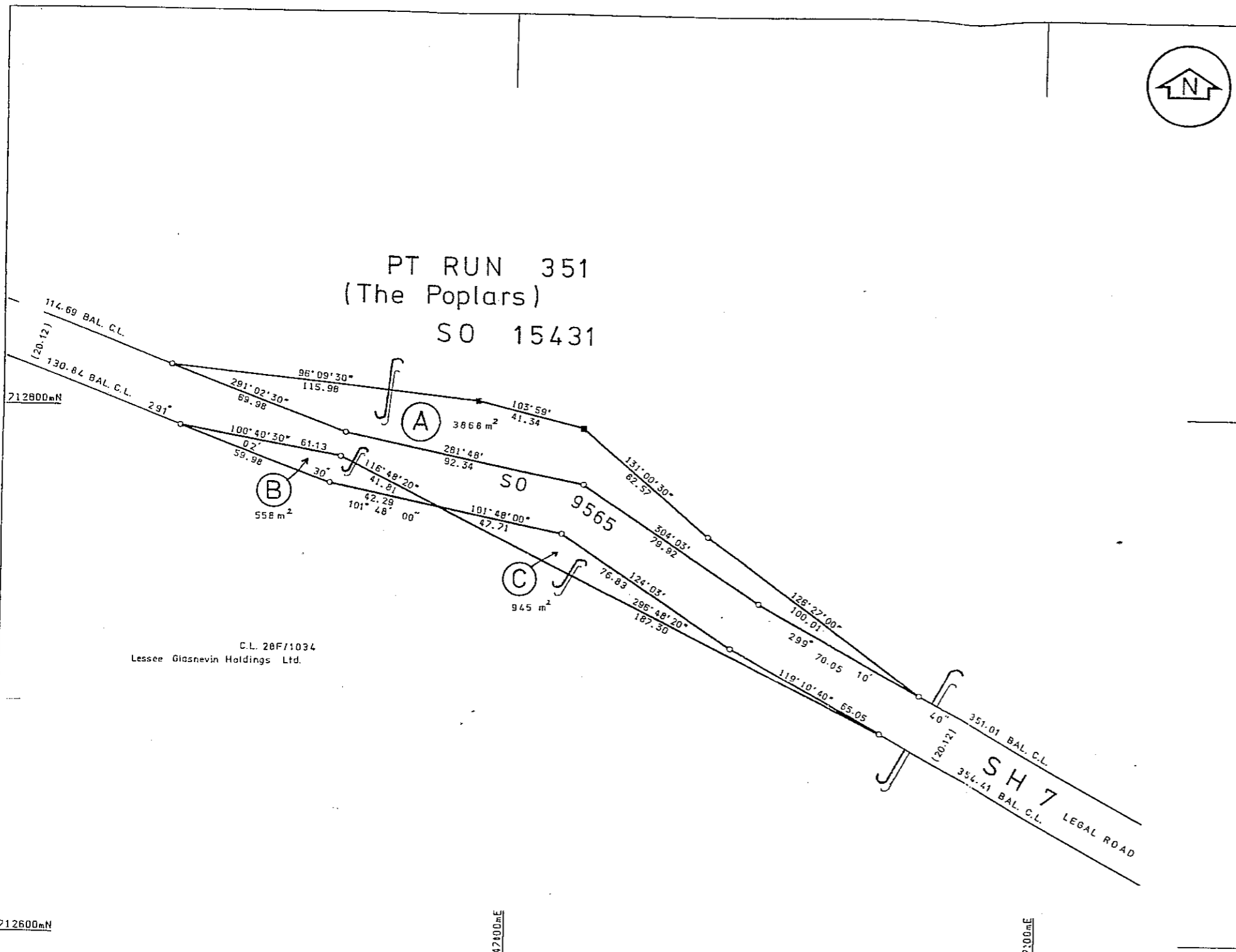
District Land Registrar

LAND DISTRICT CANTERBURY  
 SURVEY BLK. & DIST. VI. SKIDDAW S.D.  
 NZMS 261 SHEET NO. M.32

PT. RUN 351 & ROAD

TERRITORIAL AUTHORITY Ararua County  
 Surveyed by Ministry of Works & Development  
 Scale 1:1250 Date August 1983

File 2/50  
 Received 12.8.83  
 Instructions S.O. 16130



Approvals

APPROVED AS TO LAYOUT  
*[Signature]*  
District Commissioner of Works  
31/3/88

SCHEDULE OF AREAS  
=====

SHOWN AREA	DESCRIPTION
A	3868 m <sup>2</sup> PART RUN 351 (THE POPLARS) BLOCK VI SKIDDAW SURVEY DISTRICT (PART C.L. 28F/1034)
C	945 m <sup>2</sup> PART RUN 351 (THE POPLARS) BLOCK VI SKIDDAW SURVEY DISTRICT (PART C.L. 28F/1034)

ROAD TO BE STOPPED (P.W. ACT)

SHOWN AREA	ADJOINING
B	558 m <sup>2</sup> PART RUN 351 (THE POPLARS) BLOCK VI SKIDDAW SURVEY DISTRICT.

Total Area 5371 m<sup>2</sup>

Comprised in PT. C.L. 28F/1034

I, WILLEM MARIE VAN DEN BERG  
Registered Surveyor and holder of an annual practising certificate for who may act as a registered surveyor pursuant to the proviso to section 33(2) of the Surveyors Act 1966] hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972.  
Dated at Christchurch this 22 day  
of March 1988 Signature *[Signature]*

Field Book..... p. Traverse Book p.  
Reference Plans SO 9565, 10943, 16130, 16017, 15431

Examined R. Parkin Correct *[Signature]*

Approved as to Survey  
22/6/88 *[Signature]*  
Chief Surveyor

Deposited this day of 19  
District Land Registrar

File Received 31.3.88 Instructions

LAND DISTRICT CANTERBURY  
SURVEY BLK. & DIST. VI SKIDDAW  
NZMS 261 SHT M 32 RECORD MAP No H10000/2.2

PT. RUN 351 & ROAD

TERRITORIAL AUTHORITY AMURI COUNTY S 305  
Surveyed by MINISTRY OF WORKS & DEVELOPMENT  
Scale 1:1000 Date APRIL, MAY 1987

SO 17462