

Crown Pastoral Land Tenure Review

Lease name : *ALLANDALE /
GREENVALE*

Lease number : *PS 068 / PS 067*

Substantive Proposal - Part 2

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

May

12

- All wires are to be securely and neatly tied off and strained evenly. Post staples (50mm X 4mm, barbed) to be driven well in but allow the wire to run through.
- Strains not to exceed 400 metres on easy country for HT wire and 250 metres for No8 wire.
- Posts to be driven or dug in to such a depth that 112cm (44") remains out of the ground.
- Strainers and angle posts to be dug in to such a depth that 117cm (46") remains out of the ground.
- Under no circumstances are any strainers, post or stays to be shortened either prior to or subsequent to their placement in the ground.
- Triplex strainers to be used on all strains.
- Where fencelines end at bluffs, last strainer post to be placed at last good bearing, with sheep netting, waratahs, and any other work required to make the fence stock proof to bluff end.
- Fencing materials and construction is to comply with the relevant New Zealand standard. Where no standard is available, the material and construction is to be of the best quality and acceptable to normal New Zealand fencing practices.
- The fenceline to be cleared manually only, where required.

Fencelines: A-B (lower), C-D, E-F, O-P, M-N, U-V

The general specifications listed above apply.

Note that with respect to A-B, this applies to the lower altitude section, from B up to 1040 metres above sea level.

Fencelines: A-B (upper)

High altitude fencing specifications apply to this fence section as follows:
The general specifications are applicable, except:

- All 7 wires to be 4.00 mm (No 8)
- No electric wire

Note that this applies to the upper altitude section of A-B, from A across the ridge and downslope to 1040 metres above sea level.

Fencelines: G-H, I-J, K-L

The general specifications are applicable except:

- No electric wire. 6 X 2.5mm plain HT wires with top laced on, and a single 4 mm bottom wire.

Fenceline repairs/upgrades

Where existing fencing is to be used on the boundary between the lease land and proposed Conservation Area, Historic Reserve, or covenant CC2, fences are to be checked for stock proofness using existing materials, or as specified below.

Repairs include the following:

Replace broken wires, restrain fence, repair tie downs, using existing materials. These fences are generally in good condition, and it is estimated that repair work would be needed in only about 10 locations.

For approx 100 metres east from point P along the existing fence to the existing gate, clear the fenceline of scrub, install a 1 wire electric outrigger, restrain or replace wires. Replace gate.

From the south-west tip of the proposed historic reserve along the existing fence to point O, add an electric outrigger.

Fences to be constructed by Holder:

A perimeter fence around the holding paddock, marked in red and labelled HP on the Plan, and a fence between S and T, marked in red on the Plan, are to be paid for by the Holder, and may be constructed by the Holder or by the contractor carrying out the fencing specified above.

These fences are to be constructed no later than 2 months after the completion of the other fencing specified in this Appendix.

For the holding paddock HP, the general specifications are applicable, except:

- All 7 wires to be No 8.
- No electric wire

For the fence between S and T the general specifications are to apply.

Specifications for earthworks and vegetation clearance

Lines must be cleared manually as required. For the avoidance of doubt there is to be no line clearance other than by hand held tools. If it is

considered that a specific section of line should be cleared using larger machinery, then a separate consent from LINZ will be required prior to any work being undertaken. Such consent is to be sought by LINZ's implementation contractor and approval will require an undertaking of:

- Minimal land disturbance
- Not to cause unstable soil structure
- Not to cause soil run-off
- Not to have any undesirable landscape impact

Should any earthworks be considered, or clearance of vegetation using machinery other than hand held tools, then any appropriate consents from the Regional and/or the District Council must be obtained under the Resource Management Act 1991.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Appendix 4:

Form of Concession Easement One to be Created

(y-y1-z)

Concession number: _____

DATED _____

Between

**MINISTER OF CONSERVATION
("the Grantor")**

and

**LAKE WAKATIPU STATION LIMITED
("the Concessionaire")**

**EASEMENT CONCESSION
UNDER CROWN PASTORAL LAND ACT 1998**



Department of Conservation
Te Papa Atawhai

THIS DOCUMENT is made this day of

PARTIES:

1. **MINISTER OF CONSERVATION**, ("the Grantor")
2. **LAKE WAKATIPU STATION LIMITED** ("the Concessionaire")

BACKGROUND

- A. The land described in Item 1 of Schedule 1 as the Servient Land is a Conservation Area or a Reserve under the management of the Grantor.
- B. The land described in Item 2 of Schedule 1 as the Dominant Land is freehold land of the Concessionaire.
- C. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant a Concession for a Concession Activity in a Conservation Area and a Reserve under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).
- D. The Concessionaire wishes to carry out the Concession Activity on the Easement Area subject to the terms and conditions of this Document.
- E. The Grantor has agreed to grant the Concessionaire an Easement appurtenant to the Dominant Land over that part of the Servient Land specified as the Easement Area.

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

- 1.0 In this Document, unless the context otherwise requires:

"Background" means the matters referred to under the heading "Background" on page 2 of this Document.

"Compensation" means the amount specified in Item 6 of Schedule 1 and required by the Grantor under section 53 of the Crown Pastoral Land Act 1988 and section 17X of the Conservation Act 1987 for the adverse effects of the Concession Activity on the Crown's or public's interest in the Easement Area.

"Concession" means a concession as defined in section 2 of the Conservation Act 1987.

"Concessionaire" means the registered proprietor for the time being of the Dominant Land and includes the Concessionaire's successors, assigns, executors, and administrators.

"Concession Activity" means the use of the Easement Area by the Concessionaire for purposes specified in Item 4 of Schedule 1.

"Conservation Area" has the same meaning as "Conservation area" in section 2 of the Conservation Act 1987.

"Director-General" means the Director-General of Conservation.

"Document" means this document and any subsequent amendments and all schedules, annexures, and plans attached to it.

"Dominant Land" means the land specified in Item 2 of Schedule 1.

"Easement" means the Appurtenant Easement granted under this Document by the Grantor to the Concessionaire under section 17Q of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

"Easement Area" means that part of the Servient Land specified in Item 3 of Schedule 1.

"Reserve" has the same meaning as "reserve" in section 59A of the Reserves Act 1977.

"Servient Land" means a Conservation Area being the area more particularly described in Item 1 of Schedule 1.

"Structure" includes a bridge, a culvert, and a fence.

"Term" means the period of time specified in Item 5 of Schedule 1 during which this Document operates.

"Working Day" means the period between any one midnight and the next excluding Saturdays, Sundays and Statutory holidays in the place where the Concession Activity is being carried out.

1.1 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (d) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include other genders;
- (g) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;
- (h) where the Grantor's consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

1.2 Words used in the Background to this Document have the same meaning given to them in clause 1.1.

2.0 GRANT OF APPURTENANT EASEMENT

2.0 In exercise of the Grantor's powers under either section 66 or section 68 of the Crown Pastoral Land Act 1998 (whichever is relevant in the circumstances) the Grantor **GRANTS** to the Concessionaire an **EASEMENT APPURTENANT** to the Dominant Land under either section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances) to carry out the Concession Activity on the Easement Area subject to the terms and conditions contained in this Document.

3.0 TERM

3.0 The Easement is for the Term specified in Item 5 of Schedule 1.

4.0 COMPENSATION

4.1 The Concessionaire must pay to the Grantor in the manner specified by the Grantor the Compensation specified in Item 6 of Schedule 1.

5.0 OTHER CHARGES

5.1 In addition to Compensation, the Concessionaire must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which may become payable in relation to the Easement Area and which are attributable to the Concessionaire's use of or activity on the Easement Area.

6.0 CONCESSION ACTIVITY

6.1 The Concessionaire is not to use the Easement Area for any purpose other than the Concession Activity.

7.0 COMPLIANCE

7.1 The Concessionaire will comply where relevant:

- (a) with the provisions of any conservation management strategy or conservation management plan under Part IIIA of the Conservation Act 1987 together with any amendment or review of any strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
- (b) with the Conservation Act 1987, the Reserves Act 1977, the Resource Management Act 1991 and the Health and Safety in Employment Act 1992 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Area or affecting or relating to the Concession Activity.

8.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

8.1 The Concessionaire must not erect or bring on to the Easement Area any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.

- 8.2 The Concessionaire must keep and maintain any Structures, and facilities on and alterations to the Easement Area in good repair.
- 8.3 On expiry or early termination of this Document either as to the whole or any part of the Easement Area, the Concessionaire will not be entitled to compensation for any improvements and any Structure or facilities remaining on the Easement Area are to become the property of the Grantor.
- 8.4 On expiry or early termination of this Document and if requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at the Concessionaire's own expense all damage done by the removal and must leave the Easement Area in a clean and tidy condition to the satisfaction of the Grantor.

9.0 PROTECTION OF THE ENVIRONMENT

- 9.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:

- (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Easement Area; or
- (b) bring any plants, or animals (except those stipulated in Item 4 of Schedule 1) on to the Easement Area; or
- (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or
- (d) pile or store materials in any place on the Easement Area where they may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Easement Area; or
- (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Easement Area; or
- (g) disturb or allow stock to disturb any stream or watercourse on the Easement Area; or
- (h) light any fire on the Easement Area.

- 9.2 The Concessionaire, must at the Concessionaire's expense:

- (a) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Easement Area or any Structure or facility on the Easement Area, arising from the Concession Activity;
- (b) comply strictly with the provisions of the Biosecurity Act 1993.

- 9.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 9

9.4 The Concessionaire may bring firearms on to the Easement Area for use in connection with the Concession Activity and pest control operations.

9.5 The Concessionaire may for purposes of the Concession Activity take onto or use vehicles on the Easement Area on existing formed access tracks only.

10. TEMPORARY SUSPENSION

10.1 The Grantor may, at any time in exercise of the Grantor's powers, close all or part of the Easement Area for such period as she/he considers necessary.

11.0 TERMINATION

11.1 The Grantor may terminate this Document by notice in writing to the Concessionaire if:

- (a) the Concessionaire breaches any terms of this Document; and
- (b) the Grantor has notified the Concessionaire in writing of the breach; and
- (c) the Concessionaire does not rectify the breach within 28 days of receiving notification.

11.2 Immediately on termination the Concessionaire must execute a surrender of this Document if the Grantor so requires it.

12.0 INDEMNITIES AND INSURANCE

12.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, agents, contractors, licensees or invitees or otherwise caused as a result of its use of the Easement Area or the Concessionaire's carrying out of the Concession Activity on the Easement Area.

12.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.

12.3 Without prejudice to or in any way limiting its liability under clause 12.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:

- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Easement Area and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 7 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 8 of Schedule 1; and
- (b) statutory liability insurance for the amount specified in Item 9 of Schedule 1; and

- (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 10 of Schedule 1.

12.4 With respect to clause 12.3 the Concessionaire must before commencing the Concession Activity and on each renewal of insurance, provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.

13.0 ASSIGNMENT

13.1 The Concessionaire is not to transfer, sublicense, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it without the prior written consent of the Grantor. The Grantor may, in the Grantor's discretion, decline to grant consent under this clause.

13.2 If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document unless the Grantor otherwise provides in writing.

13.3 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.

13.4 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

14.0 DISPUTE RESOLUTION AND ARBITRATION

14.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.

14.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to mediation with a mediator agreed between the parties.

14.3 If the parties do not agree on a mediator, the President of the branch of the New Zealand Law Society in the region in which the Easement Area is located is to appoint the mediator.

14.4 In the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions of the Arbitration Act 1996 will apply.

14.5 Notwithstanding any provision to the contrary in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. The arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

14.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.

14.7 The parties agree that the results of any arbitration are to be binding on the parties.

15.0 NOTICES

15.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 11 of Schedule 1.

15.2 A notice given in accordance with clause 15.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.

16.0 RELATIONSHIP OF PARTIES

16.1 Nothing expressed or implied in this Document shall be construed as:

- (a) conferring on the Concessionaire any right of exclusive occupation or use of the Easement Area;
- (b) preventing the Grantor from granting similar concessions to other persons;
- (c) derogating from the rights of the Grantor and the public to have access across the Easement Area.

17.0 SPECIAL CONDITIONS

17.1 Special conditions relating to this Document are set out in Schedule 2.

17.2 The standard conditions contained in this Document must be read subject to any special conditions.

Signed by :

for and on behalf of
the Minister of Conservation
pursuant to a written delegation (or designation as the case may be)
in the presence of :

Witness:
Occupation:
Address:

Signed by Lake Wakatipu Station Limited:

as Concessionaire
in the presence of :

Witness :
Occupation :
Address :

SCHEDULE 1

1. **Servient Land:** all the land in Certificate of Title *(see definition of Servient Land in clause 1.1)*
2. **Dominant Land:** all the land in Certificate of Title *(see definition of Dominant Land in clause 1.1)*
3. **Easement Area:** the land marked " " on SO (shown marked "y-y1-z" on the designations plan) "y-y1" being a defined area, including a 5 metre buffer zone, which contains the water intake point, pipeline, access track and current and potential tank sites. "y1-z" being the existing access track and pipeline which in combination shall be no more than 10 metres wide.
(see definition of Easement Area in clause 1.1)
4. **Concession Activity:**
 - A The Concessionaire (in common with any other person lawfully entitled so to do) shall have (so far as the Grantor may lawfully do so) the following rights--
 - a the full free uninterrupted and unrestricted right liberty and privilege from time to time and at all times to take convey and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity consistent with the rights of other persons having the same or similar rights from the source of supply and following the stipulated course across that part of the Servient Land marked with the letter " " on SO and also the right for the Concessionaire to store water located on the Servient Land.
 - b the full free uninterrupted and unrestricted right liberty and privilege for the purposes of the easement and incidental rights concerned:
 - i to use any line of pipes, storage tanks and water supply intake structure already laid or situated on the stipulated course or any pipe or pipes in replacement or in substitution
 - ii in order to maintain the efficiency of any such pipeline and the storage tanks and water supply intake the full free uninterrupted and unrestricted right liberty and privilege for the Concessionaire and its agents, employees, contractors, tenants and licensees, with any tools implements machinery vehicles or equipment of whatsoever nature necessary for the purpose to enter upon such part of the Servient Land and by such route as is reasonable in the circumstances and to remain there for any reasonable time for the purpose of inspecting cleansing repairing maintaining and renewing the pipeline or any part thereof and the storage tanks and water supply intake and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard subject to the condition that as little disturbance as possible is caused to the surface of the Servient Land and that the surface is restored as nearly as possible to the original condition and any other damage done by reason of the aforesaid operations is repaired.
 - B The Concessionaire and its agents, employees, contractors, tenants and licensees, in common with the Grantor shall have the full free uninterrupted and unrestricted right liberty and privilege from time to time and at all times by day and by night to go pass and repass with motor vehicles and with or without machinery and implements of any kind over and along that part of the Servient Land marked with the letter " " on SO provided that the Concessionaire may do so only for the purpose of servicing the stock water supply system near Bushy Creek on the Dominant Land marked " " on SO
(see definition of Concession Activity in clause 1.1.)

5. **Term:** 60 years commencing on _____ *(see clause 3.1)*
6. **Compensation:** A one-off fee has (in effect) been accounted for on behalf of the Grantor as part of the substantive proposal put the Commissioner of Crown Lands and accepted by the Concessionaire on [date] for which an approved plan has been registered pursuant to section 70 of the Crown Pastoral Land Act 1998. *(see clause 4.1)*
7. **Public Liability General Indemnity Cover:** *(see clause 12.3)*
for \$100,000
8. **Public Liability Forest & Rural Fire Act Extension:** *(see clause 12.3)*
for \$1,000,000
9. **Statutory Liability Insurance** *(see clause 12.3)*
for \$nil
10. **Other Types of Insurance:** *(see clauses 12.3)*
for \$nil
11. **Address for Notices (including facsimile number):** *(see clause 15)*
- (a) **Grantor** C/- 77 Lower Stuart Street
Dunedin 9016
Fax: (03) 477 8626
- (b) **Concessionaire** the address and fax number of the registered
office of the Transferee

SCHEDULE 2

Special Conditions

1. When using that part of the Easement Area relating to the right of way the Transferee must take all reasonable care to avoid damage to the soil, vegetation, riparian margins and streambeds and to avoid detrimental affects on water quality to avoid the impacts of maintenance work on native fish habitat.
2. The transferee must avoid using the Easement Area when conditions such as a softening during frost thaw render the Easement Area vulnerable to damage.
3. The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and in Schedule 5 of the Property Law Act 2007 are expressly negatived.
4. For the sake of removal of doubt, and notwithstanding clause 10.1 of the standard conditions, should the Transferor consider it necessary to close the Easement Area to public access pursuant to section 13 of the Conservation Act 1987, the Transferee is expressly authorised by the Director-General of Conservation to continue to be able to exercise all the rights and powers it has in respect of the easement to convey water and right of way under this Document subject to the conditions of this Document.
5. Clause 13.0 and all its sub clauses are deleted.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Appendix 5:

Form of Concession Easement Two to be Created

(e-f-f1-g)

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Concession number: _____

DATED _____

Between

MINISTER OF CONSERVATION
("the Grantor")

and

LAKE WAKATIPU STATION LIMITED
("the Concessionaire")

EASEMENT CONCESSION
UNDER CROWN PASTORAL LAND ACT 1998



Department of Conservation
Te Papa Atawhai

- 1 -

THIS DOCUMENT is made this day of

PARTIES:

1. **MINISTER OF CONSERVATION, ("the Grantor")**
2. **LAKE WAKATIPU STATION LIMITED ("the Concessionaire")**

BACKGROUND

- A. The land described in Item 1 of Schedule 1 as the Servient Land is a Conservation Area or a Reserve under the management of the Grantor.
- B. The land described in Item 2 of Schedule 1 as the Dominant Land is freehold land of the Concessionaire.
- C. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant a Concession for a Concession Activity in a Conservation Area and a Reserve under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).
- D. The Concessionaire wishes to carry out the Concession Activity on the Easement Area subject to the terms and conditions of this Document.
- E. The Grantor has agreed to grant the Concessionaire an Easement appurtenant to the Dominant Land over that part of the Servient Land specified as the Easement Area.

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

"Background" means the matters referred to under the heading "Background" on page 2 of this Document.

"Compensation" means the amount specified in Item 6 of Schedule 1 and required by the Grantor under section 53 of the Crown Pastoral Land Act 1988 and section 17X of the Conservation Act 1987 for the adverse effects of the Concession Activity on the Crown's or public's interest in the Easement Area.

"Concession" means a concession as defined in section 2 of the Conservation Act 1987.

"Concessionaire" means the registered proprietor for the time being of the Dominant Land and includes the Concessionaire's successors, assigns, executors, and administrators.

"Concession Activity" means the use of the Easement Area by the Concessionaire for purposes specified in Item 4 of Schedule 1.

"Conservation Area" has the same meaning as "Conservation area" in section 2 of the Conservation Act 1987.

"Director-General" means the Director-General of Conservation.

"Document" means this document and any subsequent amendments and all schedules, annexures, and plans attached to it.

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4.0 COMPENSATION

- 4.1 The Concessionaire must pay to the Grantor in the manner specified by the Grantor the Compensation specified in Item 6 of Schedule 1.

5.0 OTHER CHARGES

- 5.1 In addition to Compensation, the Concessionaire must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which may become payable in relation to the Easement Area and which are attributable to the Concessionaire's use of or activity on the Easement Area.

6.0 CONCESSION ACTIVITY

- 6.1 The Concessionaire is not to use the Easement Area for any purpose other than the Concession Activity.

7.0 COMPLIANCE

- 7.1 The Concessionaire will comply where relevant:
- (a) with the provisions of any conservation management strategy or conservation management plan under Part IIIA of the Conservation Act 1987 together with any amendment or review of any strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
 - (b) with the Conservation Act 1987, the Reserves Act 1977, the Resource Management Act 1991 and the Health and Safety in Employment Act 1992 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Area or affecting or relating to the Concession Activity.

8.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 8.1 The Concessionaire must not erect or bring on to the Easement Area any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.
- 8.2 The Concessionaire must keep and maintain any Structures, and facilities on and alterations to the Easement Area in good repair.
- 8.3 On expiry or early termination of this Document either as to the whole or any part of the Easement Area, the Concessionaire will not be entitled to compensation for any improvements and any Structure or facilities remaining on the Easement Area are to become the property of the Grantor.
- 8.4 On expiry or early termination of this Document, if requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at the Concessionaire's own expense all damage done by the removal and must leave the Easement Area in a clean and tidy condition to the satisfaction of the Grantor.

9.0 PROTECTION OF THE ENVIRONMENT

- 9.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:
- (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Easement Area; or
 - (b) bring any plants, or animals (except those stipulated in Item 4 of Schedule 1) on to the Easement Area; or

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- (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or
 - (d) pile or store materials in any place on the Easement Area where they may obstruct the public or create a nuisance; or
 - (e) conduct any noxious, noisome, dangerous or offensive activity on the Easement Area; or
 - (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Easement Area; or
 - (g) disturb or allow stock to disturb any stream or watercourse on the Easement Area; or
 - (h) light any fire on the Easement Area.
- 9.2 The Concessionaire, must at the Concessionaire's expense:
- (a) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Easement Area or any Structure or facility on the Easement Area, arising from the Concession Activity;
 - (b) comply strictly with the provisions of the Biosecurity Act 1993.
- 9.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 9
- 9.4 The Concessionaire may bring firearms on to the Easement Area for use in connection with the Concession Activity and pest control operations.
- 9.5 The Concessionaire may for purposes of the Concession Activity take onto or use vehicles on the Easement Area on existing formed access tracks only.
- 10. TEMPORARY SUSPENSION**
- 10.1 The Grantor may, at any time in exercise of the Grantor's powers, close all or part of the Easement Area for such period as she/he considers necessary.
- 11.0 TERMINATION**
- 11.1 The Grantor may terminate this Document by notice in writing to the Concessionaire if:
- (a) the Concessionaire breaches any terms of this Document; and
 - (b) the Grantor has notified the Concessionaire in writing of the breach; and
 - (c) the Concessionaire does not rectify the breach within 28 days of receiving notification.
- 11.2 Immediately on termination the Concessionaire must execute a surrender of this Document if the Grantor so requires it.
- 12.0 INDEMNITIES AND INSURANCE**
- 12.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, agents, contractors, licensees or invitees or otherwise caused as a result of its use of the Easement Area or the Concessionaire's carrying out of the Concession Activity on the Easement Area.

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- 12.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.
- 12.3 Without prejudice to or in any way limiting its liability under clause 12.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:
- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Easement Area and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 7 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 8 of Schedule 1; and
 - (b) statutory liability insurance for the amount specified in Item 9 of Schedule 1; and
 - (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 10 of Schedule 1.
- 12.4 With respect to clause 12.3 the Concessionaire must before commencing the Concession Activity and on each renewal of insurance, provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.

13.0 ASSIGNMENT

- 13.1 The Concessionaire is not to transfer, sublicense, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it without the prior written consent of the Grantor. The Grantor may, in the Grantor's discretion, decline to grant consent under this clause.
- 13.2 If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document unless the Grantor otherwise provides in writing.
- 13.3 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 13.4 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

14.0 DISPUTE RESOLUTION AND ARBITRATION

- 14.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 14.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to mediation with a mediator agreed between the parties.
- 14.3 If the parties do not agree on a mediator, the President of the branch of the New Zealand Law Society in the region in which the Easement Area is located is to appoint the mediator.
- 14.4 In the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions of the Arbitration Act 1996 will apply.

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14.5 Notwithstanding any provision to the contrary in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the branch of the New Zealand Law Society in the region in which the Easement Area is located is to appoint the arbitrator. The arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

14.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.

14.7 The parties agree that the results of any arbitration are to be binding on the parties.

15.0 NOTICES

15.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 11 of Schedule 1.

15.2 A notice given in accordance with clause 15.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.

16.0 RELATIONSHIP OF PARTIES

16.1 Nothing expressed or implied in this Document shall be construed as:

- (a) conferring on the Concessionaire any right of exclusive occupation or use of the Easement Area;
- (b) preventing the Grantor from granting similar concessions to other persons;
- (c) derogating from the rights of the Grantor and the public to have access across the Easement Area.

17.0 SPECIAL CONDITIONS

17.1 Special conditions relating to this Document are set out in Schedule 2.

17.2 The standard conditions contained in this Document must be read subject to any special conditions.

Signed by :

for and on behalf of
the Minister of Conservation
pursuant to a written delegation (or designation as the case may be)
in the presence of :

Witness:
Occupation:
Address:

WGNHO-118917 - Easement Concession - Version 4
DOCDM-421391 - Allandale Greenvale Stock access easement concession e-f, fl-g & HP May 2010
(prev Otaco-43254)

15 July 2002

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Signed by :

as Concessionaire
in the presence of :

Witness :
Occupation :
Address :

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SCHEDULE 1

1. **Servient Land:** all that land in Certificate of Title ().
(see definition of *Servient Land* in clause 1.1)
2. **Dominant Land:** all that land in Certificate of Title ().
(see definition of *Dominant Land* in clause 1.1)
3. **Easement Area:**
 - (1) the land being 100 metres wide marked "(e-f, fl-g on designations on SO plan)"
(see definition of *Easement Area* in clause 1.1)
 - (2) the land being 2.7ha marked "(HP on designations plan) " on SO (Holding Paddock)
(see definition of *Easement Area* in clause 1.1)
4. **Concession Activity:** the full free uninterrupted and unrestricted right, liberty and privilege for the Concessionaire its servants, tenants, agents, workmen, licencees and invitees from time to time and at all times by day and by night to go, pass and repass over and along the Easement Area on foot, horses, with or without dogs for the purposes of stock movement only;
(see definition of *Concession Activity* in clause 1.1)
5. **Term:** Is restricted to the continued common ownership of the properties of Greenvale and Halfway Bay, for a maximum of 60 years commencing on
(see clause 3.1)
6. **Compensation:** A one-off fee has (in effect) been accounted for on behalf of the Grantor as part of the substantive proposal put the Commissioner of Crown Lands and accepted by the Concessionaire on [date] and for which an approved plan has been registered pursuant to section 70 of the Crown Pastoral Land Act 1998.
(see clause 4)
7. **Public Liability General Indemnity Cover:** for \$1,000,000.00
(see clause 12.3)
8. **Public Liability Forest & Rural Fire Act Extension:** for \$500,000.00
(see clause 12.3)
9. **Statutory Liability Insurance** Nil
(see clause 12.3)
10. **Other Types of Insurance:** Not applicable
(see clauses 12.3)
11. **Address for Notices (including facsimile number):**
 - (a) **Grantor** C/- Box 743, Invercargill
(03) 214 4486
 - (b) **Concessionaire** the address of the registered company
(see clause 15)

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SCHEDULE 2

Special Conditions

1. Movement of stock is limited to an estimated maximum of 1500 sheep and up to 150 cattle, twice a year in late summer and early autumn.
2. Stock are to be actively driven along the route of the Easement Area, with straying stock to be mustered back on to the Easement Area.
3. The Grantor acknowledges that it will take two days for the Concessionaire to move stock across the Easement Area. The Concessionaire is authorised to rest stock overnight in the holding paddock marked "HP" on SO while moving stock across the Easement Area.
4. Should weather conditions change during the movement of stock across the Easement Area, such that the stock cannot complete the trip, the Grantor authorises the Concessionaire to keep the stock in the holding paddock until the weather improves to allow completion of the trip.
5. The location and boundaries of the holding paddock are to be determined through consultation with the Department of Conservation.
6. Further to Clause 9, the Concessionaire must eradicate or control all weeds that establish as a result of the concession activity within the Easement Area. The Department of Conservation agrees to carry out an initial weed control operation at the commencement of this easement concession.
7. Clause 13.0 and all its sub clauses are deleted.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Appendix 6:

Form of Concession Easement Three to be Created

(d-f)

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Concession number: _____

DATED _____

Between

MINISTER OF CONSERVATION
("the Grantor")

and

LAKE WAKATIPU STATION LIMITED
("the Concessionaire")

EASEMENT CONCESSION
UNDER CROWN PASTORAL LAND ACT 1998



Department of Conservation
Te Papa Atawhai

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THIS DOCUMENT is made this day of

PARTIES:

1. **MINISTER OF CONSERVATION, ("the Grantor")**
2. **LAKE WAKATIPU STATION LIMITED ("the Concessionaire")**

BACKGROUND

- A. The land described in Item 1 of Schedule 1 as the Servient Land is a Conservation Area or a Reserve under the management of the Grantor.
- B. The land described in Item 2 of Schedule 1 as the Dominant Land is freehold land of the Concessionaire.
- C. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant a Concession for a Concession Activity in a Conservation Area and a Reserve under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).
- D. The Concessionaire wishes to carry out the Concession Activity on the Easement Area subject to the terms and conditions of this Document.
- E. The Grantor has agreed to grant the Concessionaire an Easement appurtenant to the Dominant Land over that part of the Servient Land specified as the Easement Area.

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

"Background" means the matters referred to under the heading "Background" on page 2 of this Document.

"Compensation" means the amount specified in Item 6 of Schedule 1 and required by the Grantor under section 53 of the Crown Pastoral Land Act 1988 and section 17X of the Conservation Act 1987 for the adverse effects of the Concession Activity on the Crown's or public's interest in the Easement Area.

"Concession" means a concession as defined in section 2 of the Conservation Act 1987.

"Concessionaire" means the registered proprietor for the time being of the Dominant Land and includes the Concessionaire's successors, assigns, executors, and administrators.

"Concession Activity" means the use of the Easement Area by the Concessionaire for purposes specified in Item 4 of Schedule 1.

"Conservation Area" has the same meaning as "Conservation area" in section 2 of the Conservation Act 1987.

"Director-General" means the Director-General of Conservation.

"Document" means this document and any subsequent amendments and all schedules, annexures, and plans attached to it.

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"Dominant Land" means the land specified in Item 2 of Schedule 1.

"Easement" means the Appurtenant Easement granted under this Document by the Grantor to the Concessionaire under section 17Q of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

"Easement Area" means that part of the Servient Land specified in Item 3 of Schedule 1.

"Reserve" has the same meaning as "reserve" in section 59A of the Reserves Act 1977.

"Servient Land" means a Conservation Area being the area more particularly described in Item 1 of Schedule 1.

"Structure" includes a bridge, a culvert, and a fence.

"Term" means the period of time specified in Item 5 of Schedule 1 during which this Document operates.

"Working Day" means the period between any one midnight and the next excluding Saturdays, Sundays and Statutory holidays in the place where the Concession Activity is being carried out.

1.2 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (d) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include other genders;
- (g) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;
- (h) where the Grantor's consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

1.3 Words used in the Background to this Document have the same meaning given to them in clause 1.1.

2.0 GRANT OF APPURTENANT EASEMENT

2.1 In exercise of the Grantor's powers under either section 66 or section 68 of the Crown Pastoral Land Act 1998 (whichever is relevant in the circumstances) the Grantor **GRANTS** to the Concessionaire an **EASEMENT APPURTENANT** to the Dominant Land under either section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances) to carry out the Concession Activity on the Easement Area subject to the terms and conditions contained in this Document.

3.0 TERM

3.1 The Easement is for the Term specified in Item 5 of Schedule 1.

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4.0 COMPENSATION

- 4.1 The Concessionaire must pay to the Grantor in the manner specified by the Grantor the Compensation specified in Item 6 of Schedule 1.

5.0 OTHER CHARGES

- 5.1 In addition to Compensation, the Concessionaire must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which may become payable in relation to the Easement Area and which are attributable to the Concessionaire's use of or activity on the Easement Area.

6.0 CONCESSION ACTIVITY

- 6.1 The Concessionaire is not to use the Easement Area for any purpose other than the Concession Activity.

7.0 COMPLIANCE

- 7.1 The Concessionaire will comply where relevant:
- (a) with the provisions of any conservation management strategy or conservation management plan under Part IIIA of the Conservation Act 1987 together with any amendment or review of any strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
 - (b) with the Conservation Act 1987, the Reserves Act 1977, the Resource Management Act 1991 and the Health and Safety in Employment Act 1992 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Area or affecting or relating to the Concession Activity.

8.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 8.1 The Concessionaire must not erect or bring on to the Easement Area any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.
- 8.2 The Concessionaire must keep and maintain any Structures, and facilities on and alterations to the Easement Area in good repair.
- 8.3 On expiry or early termination of this Document either as to the whole or any part of the Easement Area, the Concessionaire will not be entitled to compensation for any improvements and any Structure or facilities remaining on the Easement Area are to become the property of the Grantor.
- 8.4 On expiry or early termination of this Document, if requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at the Concessionaire's own expense all damage done by the removal and must leave the Easement Area in a clean and tidy condition to the satisfaction of the Grantor.

9.0 PROTECTION OF THE ENVIRONMENT

- 9.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:
- (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Easement Area; or
 - (b) bring any plants, or animals (except those stipulated in Item 4 of Schedule 1) on to the Easement Area; or

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- (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or
- (d) pile or store materials in any place on the Easement Area where they may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Easement Area; or
- (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Easement Area; or
- (g) disturb or allow stock to disturb any stream or watercourse on the Easement Area; or
- (h) light any fire on the Easement Area.

9.2 The Concessionaire, must at the Concessionaire's expense:

- (a) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Easement Area or any Structure or facility on the Easement Area, arising from the Concession Activity;
- (b) comply strictly with the provisions of the Biosecurity Act 1993.

9.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 9

9.4 The Concessionaire may bring firearms on to the Easement Area for use in connection with the Concession Activity and pest control operations.

9.5 The Concessionaire may for purposes of the Concession Activity take onto or use vehicles on the Easement Area on existing formed access tracks only.

10. TEMPORARY SUSPENSION

10.1 The Grantor may, at any time in exercise of the Grantor's powers, close all or part of the Easement Area for such period as she/he considers necessary.

11.0 TERMINATION

11.1 The Grantor may terminate this Document by notice in writing to the Concessionaire if:

- (a) the Concessionaire breaches any terms of this Document; and
- (b) the Grantor has notified the Concessionaire in writing of the breach; and
- (c) the Concessionaire does not rectify the breach within 28 days of receiving notification.

11.2 Immediately on termination the Concessionaire must execute a surrender of this Document if the Grantor so requires it.

12.0 INDEMNITIES AND INSURANCE

12.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, agents, contractors, licensees or invitees or otherwise caused as a result of its use of the Easement Area or the Concessionaire's carrying out of the Concession Activity on the Easement Area.

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- 12.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.
- 12.3 Without prejudice to or in any way limiting its liability under clause 12.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:
- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Easement Area and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 7 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 8 of Schedule 1; and
 - (b) statutory liability insurance for the amount specified in Item 9 of Schedule 1; and
 - (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 10 of Schedule 1.
- 12.4 With respect to clause 12.3 the Concessionaire must before commencing the Concession Activity and on each renewal of insurance, provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.

13.0 ASSIGNMENT

- 13.1 The Concessionaire is not to transfer, sublicense, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it without the prior written consent of the Grantor. The Grantor may, in the Grantor's discretion, decline to grant consent under this clause.
- 13.2 If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document unless the Grantor otherwise provides in writing.
- 13.3 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 13.4 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

14.0 DISPUTE RESOLUTION AND ARBITRATION

- 14.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 14.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to mediation with a mediator agreed between the parties.
- 14.3 If the parties do not agree on a mediator, the President of the branch of the New Zealand Law Society in the region in which the Easement Area is located is to appoint the mediator.
- 14.4 In the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions of the Arbitration Act 1996 will apply.

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14.5 Notwithstanding any provision to the contrary in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the branch of the New Zealand Law Society in the region in which the Easement Area is located is to appoint the arbitrator. The arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

14.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.

14.7 The parties agree that the results of any arbitration are to be binding on the parties.

15.0 NOTICES

15.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 11 of Schedule 1.

15.2 A notice given in accordance with clause 15.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.

16.0 RELATIONSHIP OF PARTIES

16.1 Nothing expressed or implied in this Document shall be construed as:

- (a) conferring on the Concessionaire any right of exclusive occupation or use of the Easement Area;
- (b) preventing the Grantor from granting similar concessions to other persons;
- (c) derogating from the rights of the Grantor and the public to have access across the Easement Area.

17.0 SPECIAL CONDITIONS

17.1 Special conditions relating to this Document are set out in Schedule 2.

17.2 The standard conditions contained in this Document must be read subject to any special conditions.

Signed by :

for and on behalf of
the Minister of Conservation
pursuant to a written delegation (or designation as the case may be)
in the presence of :

Witness:
Occupation:
Address:

WGNHO-118917 - Easement Concession - Version 4
docDM-421421 - Allandale Greenvale farm access easement d-f April 2010
(prev Otaco-43253)

15 July 2002

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Signed by :

as Concessionaire
in the presence of :

Witness :
Occupation :
Address :

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SCHEDULE 1

1. **Servient Land:** all that land in Certificate of Title ().
(see definition of Servient Land in clause 1.1)
2. **Dominant Land:** all that land in Certificate of Title ().
(see definition of Dominant Land in clause 1.1)
3. **Easement Area:** the land ten metres wide marked " (d-f on designations plan) " on SO
(see definition of Easement Area in clause 1.1)
4. **Concession Activity:** the full free uninterrupted and unrestricted right, liberty and privilege for the Concessionaire its servants, tenants, agents, workmen, licencees and invitees from time to time and at all times by day and by night to go, pass and repass over and along the Easement Area on foot, horses, motorbikes and 4WD vehicles, with or without dogs, for the purposes of farm management only;
(see definition of Concession Activity in clause 1.1.)
5. **Term:** Is restricted to the continued common ownership of the properties of Greenvale and Halfway Bay, for a maximum of 60 years commencing on.
(see clause 3.1)
6. **Compensation:** A one-off fee has (in effect) been accounted for on behalf of the Grantor as part of the substantive proposal put the Commissioner of Crown Lands and accepted by the Concessionaire on [date] and for which an approved plan has been registered pursuant to section 70 of the Crown Pastoral Land Act 1998.
(see clause 4)
7. **Public Liability General Indemnity Cover:** for \$1,000,000.00
(see clause 12.3)
8. **Public Liability Forest & Rural Fire Act Extension:** for \$500,000.00
(see clause 12.3)
9. **Statutory Liability Insurance** for \$Nil
(see clause 12.3)
10. **Other Types of Insurance:** Not applicable
(see clauses 12.3)
11. **Address for Notices (including facsimile number):**
 - (a) **Grantor** C/- Box 743, Invercargill
(03) 214 4486
 - (b) **Concessionaire** the address of the registered company
(see clause 15)

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SCHEDULE 2

Special Conditions

1. That in carrying out the Concession Activity referred to in item 4 of Schedule 1 the Concessionaire shall take all reasonable care to avoid damage to the soil and vegetation of that part of the Easement Area and in particular will avoid using that part of the Easement Area when conditions such as softening during frost thaw render that part of the Easement Area particularly vulnerable to damage.
2. Clause 13.0 and all its sub clauses are deleted.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Appendix 7:

Form of Covenant One to be Created

(CC1)

DATED _____

Between

COMMISSIONER OF CROWN LANDS
Pursuant to Section 80 of the Crown Pastoral Land Act 1998

and

MINISTER OF CONSERVATION
("the Minister")

COVENANT UNDER RESERVES ACT 1977
FOR CROWN PASTORAL LAND ACT 1998 PURPOSES



Department of Conservation
Te Papa Atawhai

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THIS DEED of COVENANT is made the day of

BETWEEN **COMMISSIONER OF CROWN LANDS** acting pursuant to section 80
of the Crown Pastoral Land Act 1998

AND **MINISTER OF CONSERVATION**

BACKGROUND

- A. The Commissioner of Crown Lands is deemed for the purposes of section 77 of the Reserves Act 1977 to be the owner of the Land under section 80(5) of the Crown Pastoral Land Act 1998.
- B. The Land contains certain Values specified in Schedule 1.
- C. The parties agree that the Land should be managed so as to preserve the particular Values specified in Schedule 1, and that such purpose can be achieved without the Minister acquiring a fee simple or leasehold interest in the Land.
- D. An approved plan designating the Land as land over which a Covenant under section 77 of the Reserves Act 1977 is to be created or has been registered under section 64 of the Crown Pastoral Land Act 1998.
- E. The Commissioner of Crown Lands has agreed to grant the Minister a Covenant over the Land to preserve the particular Values specified in Schedule 1.

OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977, and with the intent that the Covenant run with the Land and bind all subsequent Owners of the Land, the Commissioner of Crown Lands and Minister agree as follows:

1. INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

| | |
|--------------------|--|
| "Act" | means the Reserves Act 1977. |
| "Covenant" | means this Deed of Covenant made under section 77 of the Act. |
| "Director-General" | means the Director-General of Conservation. |
| "Fence" | includes a gate. |
| "Fire Authority" | means a Fire Authority as defined in the Forest and Rural Fires Act 1977. |
| "Land" | means the land described in Schedule 1. |
| "Minerals" | means any mineral that is a Crown owned mineral under section 2 of the Crown Minerals Act 1991. |
| "Minister" | means the Minister of Conservation. |
| "Natural Water" | includes water contained in streams the banks of which have, from time to time, been realigned. |
| "Owner" | means the person or persons who from time to time is or are registered as the proprietor(s) of the Land. |

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- "Party" or "Parties"** means either the Minister or the Owner or both.
- "Values"** means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat or historic values as specified in Schedule 1.
- "Working Day"** means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- 1.2.2 clause and other headings are for ease of reference only and are not to be treated as forming any part of the context or to affect the interpretation of this Covenant;
- 1.2.3 words importing the singular number include the plural and vice versa;
- 1.2.4 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant and in determining the issue, the parties must have regard to the matters contained in the Background;
- 1.2.5 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.6 words importing one gender include the other gender;
- 1.2.7 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity;
- 1.2.8 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2. OBJECTIVE OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Values.

3. THE OWNER'S OBLIGATIONS

- 3.1 Unless agreed in writing by the parties, the Owner must not carry out or allow to be carried out on or in relation to the Land:

- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, chemical spraying, top dressing or sowing of seed;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;

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- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
- 3.1.10 any other activity which might have an adverse effect on the Values.
- 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
- 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must:
 - 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and in particular comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on, and to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, rebuild or replace all such Fences when reasonably required except as provided in clause 4.2.
- 4. **THE MINISTER'S OBLIGATIONS**
 - 4.1 The Minister must have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.
 - 4.2 The Minister must repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.
- 5. **IMPLEMENTATION OF OBJECTIVES**
 - 5.1 The Minister may;
 - 5.1.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1;
 - 5.1.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objective specified in clause 2.1.
- 6. **DURATION OF COVENANT**
 - 6.1 This Covenant binds the Minister and Owner in perpetuity to the rights and obligations contained in it.

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7. OBLIGATIONS ON SALE OF LAND

- 7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, or assignee to ensure that on any subsequent sale, lease, or assignment, any subsequent purchaser, lessee, or assignee must also comply with the terms of this Covenant including this clause.
- 7.2 If for any reason this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

8. MISCELLANEOUS MATTERS**8.1 Rights**

- 8.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

8.2 Trespass Act:

- 8.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 8.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

8.3 Reserves Act

- 8.3.1 Subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

8.4 Titles

- 8.4.1 This Covenant must be signed by the Commissioner of Crown Lands and the Minister and registered against the Certificate of Title to the Land.

8.5 Acceptance of Covenant

- 8.5.1 The parties agree to be bound by the provisions of this Covenant including during the period prior to the Covenant's registration.

8.6 Fire

- 8.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wild fire threatening the Land;
- 8.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
- 8.6.2.1 requested to do so; or
- 8.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

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9. NOTICES

9.1 A notice to be given under this Covenant by one party to the other is to be in writing and made by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 1.

9.2 A notice given in accordance with clause 9.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third Working Day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

9.3 The Owner must notify the Minister of any change of ownership or control of all or part of the Land and must supply the Minister with the name and address of the new owner or person in control.

10. DEFAULT

10.1 Where either the Minister or the Owner breaches any of the terms and conditions contained in this Covenant the other party:

10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

10.2 Should either the Minister or the Owner become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

10.2.1 advise the defaulting party of the default.

10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11. DISPUTE RESOLUTION PROCESSES

11.1 If any dispute arises between the Minister and the Owner in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

11.2 Mediation

11.2.1 if the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

11.2.2 if the parties do not agree on a mediator, the President of the branch of the New Zealand Law Society in the region in which the Land is situated is to appoint the mediator.

11.3 Failure of Mediation

11.3.1 in the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;

11.3.2 notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the

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President of the branch of the New Zealand Law Society in the region in which the Land is situated;

11.3.3 the parties further agree that the results of arbitration are to be binding upon the parties.

12. JOINT OBLIGATIONS

12.1 The Owner or the Minister may, by mutual agreement, carry out any work or activity or improvements or take any action either jointly or individually to better preserve the Values.

13. SPECIAL CONDITIONS

13.1 Special conditions relating to this Covenant are set out in Schedule 2.

13.2 The standard conditions contained in this Document must be read subject to any special conditions.

Executed as a Deed

Signed by _____ acting under a)
delegation from the Commissioner of Crown Lands)
deemed pursuant to section 80(5) of the Crown Pastoral)
Land Act 1998 to be the Owner of the Land for the)
purposes of section 77 of the Reserves Act 1977)
in the presence of : _____)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ exercising his/her)
powers under section 117 of the Reserves Act 1977)
as designated Commissioner and acting for and on)
behalf of the Minister of Conservation)
in the presence of : _____)

Witness: _____

Address : _____

Occupation: _____

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SCHEDULE 1

1. Description of Land

As shown on the attached Designations Plan (Attachment 1) the covenant area for CC1a is split into 3 areas being glacial moraine terraces and part of the old lake outlet channel and terrace riser SW of Kingston. (Approx. 5 ha in the northern area, approx 50 ha in the middle area, and approx. 98 ha in the southern area)

The covenant area described as CC1b (approx. 200 ha) is a roughly triangular shape extending from the ridgeline south of Bushy Creek, along the skyline ridgeline and includes the upper eastern facing slopes above Trotters Plain.

The covenant area described as CC1c (approx. 104 ha) is the lower eastern facing foot-slopes above Trotters Plain. *NZAA Maori archaeological site E43/1 relating to recorded remnants of an umu (maori oven) may be located within this covenant area at the base of the Trotters Plain foot-slopes. However, the sites exact position has not yet been determined. If the site is at a later date determined to be within CC1c then the archaeological site will be referred to as CC1d and the values and conditions shown in italics within this Schedule and Schedule 2 will apply.*

(Legal description can be inserted following survey)

2. Address for Service¹

The address for service (including facsimile number) of the Minister is:

Department of Conservation
PO Box 5244
Dunedin

Phone: (03) 477 0677
Fax: (03) 477 8626

The address for service (including facsimile number) of the Owner is:

Lake Wakatipu Station Ltd
Private Bag 92142
Auckland

Phone: (09) 303 2824
Fax: (09) 303 4224

3. Values of Land to be Protected

CC1a—preserving the natural environment(geological landform) , CC1b and CC1c—preserving the landscape amenity and vegetation *and CC1d—preserving the historical value*, as shown on plan attached as Schedule 3.

CC1a

This land contains landform values being moraine deposits and a section of the old lake outlet and terrace riser adjoining the Kingston Flyer railway line. This land also comprises a distinctive terrace landform of outwash gravels and moraine along with the channel of a river that once drained Lake Wakatipu. The river channel which been cultivated has an entirely exotic vegetation cover of pasture grasses and agricultural weeds.

¹ State street address not Post Office Box number.

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The terrace riser supports, in part, a shrubland of matagouri and mingimingi with rare occurrences of *Hebe anomala* and *Coprosma tayloriae*. Shrublands close to the rail line have been recently burnt; fires originating from the Kingston Flyer are likely to be regular occurrences.

The moraine terrace has a well-drained bouldery surface most pronounced at its northern end. The vegetation cover is a mixed low matagouri-dominated shrubland and hard tussock (*Festuca novaezelandiae*) dominated short tussockland. Occasional tree species e.g. broadleaf have established in large rock crevices. Other common taller statured species include porcupine shrub, desert broom (*Carmichaelia petriei*), and gorse, with occasional manuka (*Leptospermum scoparium*), cottonwood (*Ozothamnus vauvilliersii*) and narrow-leaved tussock. Common low shrubs, ferns and herbs include prickly shield fern (*Polystichum vestitum*), bracken (*Pteridium esculentum*), alpine hard fern (*Blechnum penna-marina*), snowberry (*Gaultheria depressa*), patotara (*Leucopogon fraseri*), *Raoulia subsericea*, *Pimelea oreophila*, harebell (*Wahlenbergia albomarginata*) and *Kelleria* sp. Both silver tussock (*Poa cita*) and blue tussock (*Poa colensoi*) are present.

Mouse-ear hawkweed (*Hieracium pilosella*) is a common constituent of groundcover.

The southern most portion is split into two parts separated by Allen Creek and lies between the Kingston Flyer railway line and the foot of the hills to the west. The area between the railway line and Allen Creek is exotic pasture with occasional relict porcupine shrubs.

West of Allen Creek is a small terrace riser with some indigenous cover provided by hard tussock, *Raoulia subsericea*, snowberry, *Pimelea oreophila*, patotara and *Luzula rufa*. There is also a series of wetlands comprising a few ephemerally wet depressions and three pools. These have, or are surrounded by, predominantly exotic vegetation comprising pasture grasses and white clover. Within this community however are tiny patches of indigenous wetland herbs including *Galium perpusillum*, *Limosella lineata*, *Crassula sinclairii*, *Hydrocotyle montana*, and *Leptinella maniototo*. The pools themselves have a fringe of *Juncus* spp. and *Carex sinclairii*.

All three of these areas are highly visible sites and vulnerable to being altered by earthworks and/or being hidden by exotic woody species.

CC1b and c

Landscape amenity

This landscape unit encompasses the southern section of the rocky escarpment that overlooks Trotters Plain. The slope of the scarp varies considerably with the top section being precipitous with bedrock ramparts being a common feature. The lower slopes terraine becomes more moderate. Near the northern boundary, the distinctive profile is indented by a large gully containing beech forest and terminates in an outwashed gravel fan. Although the vegetation over the scarp has been modified by previous land management regimes the present ground cover pattern still conveys a strong impression of being natural, with no hard edges visible in land use. In a visual context, the high scarp overlooking the plains is a distinctive physical feature that is highly visible from SH6, a major tourist highway on the Queenstown-Milford circuit as well as forming a backdrop to the local tourist venture, the Kingston Flyer tourist train. This landscape unit is vulnerable to change from fire and tracking.

CC1b

Natural Environment

This is a steep, east-facing upper hillslope that rises abruptly from the Trotters Plain. It is dissected by several small streams that flow from narrow steep valleys.

A watercourse near the north end of the block has a mountain beech (*Nothofagus solandri* var. *cliffortioides*) forest remnant with advanced broadleaved forest regeneration both upstream and downstream. Common species within the broadleaved forest include broadleaf (*Griselinia littoralis*), marbleleaf (*Carpodetus serratus*), wineberry (*Aristotelia serrata*), kohuhu (*Pittosporum tenuifolium*), lancewood (*Pseudopanax crassifolius*), *Coprosma* spp., *Olearia arborescens* and inaka (*Dracophyllum longifolium*).

Steep rocky upper slopes support a range of rupestral species both on bluffs and rock talus. Common species include *Hebe biggarii*, *Anisotome caudicola*, *Blechnum vulcanicum*, bracken (*Pteridium esculentum*), *Epilobium pubens*, *Gaultheria antipoda*, *Brachyscome southlandicus*, *Asplenium richardii*, and *Aciphylla glaucescens*. Charcoal remains and other evidence suggest recent fires have swept over the bluffs. Occasional relict totara (*Podocarpus hallii*) and broadleaf persist in fire refuges.

Upper slopes without rock (such as tributary stream head basins) have a narrow-leaved tussock (*Chionochloa rigida*) cover with considerable inaka on shady slopes.

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CC1c.**Natural Environment**

The foot-slope consists of the more gentle colluvial lower slopes on the eastern facing slopes above Trotters Plain. Narrow wetlands are present at the base of the slope/edge of the plain.

The foot-slope wetlands are comprised of both *Carex secta* dominated sedgeland and wet herbfield. Common species include *Juncus effusus*, *Carex guadichaudiana*, *Carex coriacea*, *Eleocharis acuta*, *Ranunculus amphitricus*, *Blechnum penna-marina*, *Myosotis laxa* subsp. *caespitosa* and *Rumex flexuosus*.

Lower slopes have a patchy scrub and liane cover along with short tussock and pasture. Scrub comprises matagouri (*Discaria toumatou*), porcupine shrub (*Melicytus* aff. *alpinus*), elder (*Sambucus nigra*), mingimingi (*Coprosma propinqua*), *Coprosma tayloriae*, scrambling pohuehue (*Muehlenbeckia complexa*) and *Clematis quadribracteolata*. Much less common are occasional *Corokia cotoneaster*, *Coprosma rugosa*, *C. crassifolia*, *Olearia lineata*, and *O. bullata*. Most of the scrub has been sprayed by herbicide and is dead or dying; other scrub has been killed through root-raking. Porcupine shrubs appear not to have been affected by herbicide.

Spraying of shrubland has greatly reduced what would otherwise have been significant shrubland values.

CC1d

The Values in area CC1d refers to Maori archaeological site E43/1 relating to recorded remnants of an umu (maori oven) associated with a campsite on a traditional Ngai Tahu Pounamu Trail.

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SCHEDULE 2

Special Conditions

(Refer Attachment 2 for Quick Reference Table of covenant restrictions and limitations for each area)
For all areas.

1. Clause 3.2.1 is deleted and replaced with the following;
 - 3.2.1 take all reasonable steps to eradicate or control all weeds, especially woody weeds such as gorse, broom and wilding pines, and pests on the Land to the extent required by any statute; and in particular comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
2. A Transferee of the Land will at law be bound by the registered Covenant. Such transfer is deemed to provide the agreement to comply with the terms of this Covenant required by clause 7.1.
3. Clause 7.2 is deleted.
4. Notwithstanding clause 8.3.1, the Owner and the Owner's agents, employees, contractors and tenants are hereby authorised to take and possess any firearm, weapon, trap, net, or other like object on the Land for farm management purposes only.
5. The Owner will meet his/her obligations to protect any archaeological sites on the Land as required by section 10 of the Historic Places Act 1993.

For only the area marked "CC1a"

6. Clause 3.1.1 is deleted.
7. Clause 3.1.2 is deleted.
8. Clause 3.1.3 is deleted and replaced with the following;
 - 3.1.3 the planting of any species of tree, shrub or other plant, other than those planted for shelter belts for the purpose of stock protection;
9. Clause 3.1.4 is deleted and replaced with the following;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose other than the following;
 - 3.1.4.1 The Owner may erect only new buildings or structures with the prior written approval of the Minister, if they are sympathetically placed so not to be visible from either State Highway 6 (Kingston/Garston Highway) or the Kingston Branch railway.
 - 3.1.4.2 The replacement of any existing building, structure or other improvements on the Land in place of any existing facility is permitted on the basis that such replacement or repair is of the same nature and scale as that which existed previously.
 - 3.1.4.3 the Owner is permitted to erect new fences and/or replace and repair existing fences as of right.
10. Clause 3.1.5 is deleted.
11. Clause 3.1.6 is deleted.
12. Clause 3.1.11 is deleted and replaced with the following;

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- 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind, other than those removed during cultivation being less than 1 metre across the widest axis, on or under the Land;

For the area marked "CC1b"

13. Clause 3.1.1 is deleted.
14. Clause 3.1.3 is deleted and replaced with the following;
- 3.1.3 the planting of any species of tree, shrub or other plant, other than those planted for shelter belts for the purpose of stock protection;
15. Clause 3.1.4 is deleted and replaced with the following;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose other than the following;
- 3.1.4.1 The Owner may erect only new buildings or structures with the prior written approval of the Minister, if they are sympathetically placed so not to be visible from either State Highway 6 (Kingston/Garston Highway) or the Kingston Branch railway.
- 3.1.4.2 The replacement of any existing building, structure or other improvements on the Land in place of any existing facility is permitted on the basis that such replacement or repair is of the same nature and scale as that which existed previously.
- 3.1.4.3 the Owner is permitted to erect specific short sections of fence along the lower boundary managed in such a way as to avoid a hard line discontinuity across the slope, and maintain existing fences.
16. Clause 3.1.5 is deleted and replaced with the following;
- 3.1.5 any burning, chemical spraying, top dressing or sowing of seed, other than top dressing and sowing of seed at existing levels already permitted at the commencement of the covenant.
17. Clause 3.1.6 is deleted and replaced with the following;
- 3.1.6 any cultivation, earth works or other soil disturbances, apart from any such activity required to maintain existing vehicle tracks through the Land to a standard appropriate for four wheel drive vehicle use.

For the area marked "CC1c" (Foot-slope)
(Refer attached aerial plan of foot-slope (Attachment 3))

18. Clause 3.1.1 is deleted.
19. Clause 3.1.2 is deleted
20. Clause 3.1.3 is deleted and replaced with the following;
- 3.1.3 the planting of any species of tree, shrub or other plant, other than those planted for shelter belts for the purpose of stock protection;
21. Clause 3.1.4 is deleted and replaced with the following;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose other than the following;
- 3.1.4.1 The Owner may erect only new buildings or structures with the prior written approval of the Minister, if they are sympathetically placed so not to be visible from either State Highway 6 (Kingston/Garston Highway) or the Kingston Branch railway.

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3.1.4.2 The replacement of any existing building, structure or other improvements on the Land in place of any existing facility is permitted on the basis that such replacement or repair is of the same nature and scale as that which existed previously.

3.1.4.3 the Owner is permitted to erect specific short sections of fence along the upper boundary managed in such a way as to avoid a hard line discontinuity across the slope, and maintain existing fences.

22. Clause 3.1.5 is deleted

23. Clause 3.1.6 is deleted and replaced with the following:

3.1.6 any cultivation, earth works or other soil disturbances, apart from any such activity required to maintain existing vehicle tracks through the Land to a standard appropriate for four wheel drive vehicle use.

For only the area marked "CC1d"

24. Clause 3.1.1 is deleted.

25. Clause 3.1.2 is deleted.

26. Clause 3.1.4 is deleted and replaced with the following:

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose other than to replace or repair existing fences as of right;

27. Clause 3.1.5 is deleted.

28. Clause 3.1.6 is deleted and replaced with the following:

3.1.6 any cultivation, earth works or other soil disturbances, apart from any such activity required to maintain existing vehicle tracks through the Land to a standard appropriate for four wheel drive vehicle use.

29. Clause 3.2.5 is deleted and replaced with the following:

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, or members of Te Runanga o Ngai Tahu in respect to archaeological site E43/1 (NZAA Site Record form attached (Attachment 4)), a right of access on and to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

30. The Owner shall abide by an 'Accidental Discovery Protocol' in regards to the finding or suspicion of finding an archaeological site, grave or protected New Zealand object as those terms are respectively defined in Section 2 of the Historic Places Act 1993, and in section 2 of the Protected Objects Act 1975. An 'Accidental Discovery Protocol' shall require that when an archaeological site, grave or protected New Zealand object are found or are suspected to be found;

- i) for archaeological sites and protected New Zealand objects – the Area Office of the New Zealand Historic Places Trust must be contacted immediately.
- ii) for graves – the local Police, the Area Office of the New Zealand Historic Places Trust and the appropriate Runanga representative must be contacted immediately.

31. If the exact location is determined, the Owner is to allow the Department of Conservation to define the extent of the archaeological site E43/1 for this area of the Land with waratah standards for identification purposes.

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SCHEDULE 3

The Plan

Attachment 2

| | CC1a | CC1b | CC1c | CC1d (if location determined within CC1c) |
|--------------------------------------|---|---|---|---|
| Description | Valley floor landforms | Hillslope landscape and vegetation | Footslope landscape, below CC1b | Maori archaeological site E43/1 |
| Limitations | | | | |
| Grazing | No restriction | No restriction | No restriction | No restriction |
| Removal of vegetation | No restriction | Not allowed | No restriction | No restriction |
| Planting | Only planting for shelter belts allowed | Only planting for shelter belts allowed | Only planting for shelter belts allowed | Not allowed |
| Erecting fences and other structures | No fencing restrictions. Replacement structures allowed, new structures by agreement with MoC*. | Only short sections of new fencing allowed along boundary with CC1c, to avoid hard line discontinuities, and maintenance/ replacement of existing fences. Replacement structures allowed, new structures by agreement with MoC. | Only short sections of new fencing allowed along boundary of CC1b, to avoid hard line discontinuities, and maintenance/ replacement of existing fences. Replacement structures allowed, new structures by agreement with MoC. | Maintenance/ replacement of existing fences. |
| Burning | No restriction | Not allowed | No restriction | No restriction |
| Spraying | No restriction | Not allowed | No restriction | No restriction |
| Oversowing and top dressing | No restriction | Allowed at existing levels | No restriction | No restriction |
| Cultivation & earthworks | No restriction | Not allowed except for track maintenance | Not allowed except for track maintenance | Not allowed except for track maintenance |
| Removal of rock | Only allowed where rocks <1m on widest axis, as part of cultivation | Not allowed | Not allowed. | Not allowed. |
| | | | | Specific terms exist in relation to archaeological protection |

* MoC means Minister of Conservation.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Appendix 8:

Form of Covenant Two to be Created

(CC2)

DATED _____

Between

COMMISSIONER OF CROWN LANDS
Pursuant to Section 80 of the Crown Pastoral Land Act 1998

and

MINISTER OF CONSERVATION
("the Minister")

COVENANT UNDER RESERVES ACT 1977
FOR CROWN PASTORAL LAND ACT 1998 PURPOSES



Department of Conservation
Te Papa Atawhai

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THIS DEED of COVENANT is made the day of

BETWEEN COMMISSIONER OF CROWN LANDS acting pursuant to section 80
of the Crown Pastoral Land Act 1998

AND MINISTER OF CONSERVATION

BACKGROUND

- A. The Commissioner of Crown Lands is deemed for the purposes of section 77 of the Reserves Act 1977 to be the owner of the Land under section 80(5) of the Crown Pastoral Land Act 1998.
- B. The Land contains certain Values specified in Schedule 1.
- C. The parties agree that the Land should be managed so as to preserve the particular Values specified in Schedule 1, and that such purpose can be achieved without the Minister acquiring a fee simple or leasehold interest in the Land.
- D. An approved plan designating the Land as land over which a Covenant under section 77 of the Reserves Act 1977 is to be created has been registered under section 64 of the Crown Pastoral Land Act 1998.
- E. The Commissioner of Crown Lands has agreed to grant the Minister a Covenant over the Land to preserve the particular Values specified in Schedule 1.

OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977, and with the intent that the Covenant run with the Land and bind all subsequent Owners of the Land, the Commissioner of Crown Lands and Minister agree as follows:

1. INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

| | |
|--------------------|--|
| "Act" | means the Reserves Act 1977. |
| "Covenant" | means this Deed of Covenant made under section 77 of the Act. |
| "Director-General" | means the Director-General of Conservation. |
| "Fence" | includes a gate. |
| "Fire Authority" | means a Fire Authority as defined in the Forest and Rural Fires Act 1977. |
| "Land" | means the land described in Schedule 1. |
| "Minerals" | means any mineral that is a Crown owned mineral under section 2 of the Crown Minerals Act 1991. |
| "Minister" | means the Minister of Conservation. |
| "Natural Water" | includes water contained in streams the banks of which have, from time to time, been realigned. |
| "Owner" | means the person or persons who from time to time is or are registered as the proprietor(s) of the Land. |

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- "Party" or "Parties"** means either the Minister or the Owner or both.
- "Values"** means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat or historic values as specified in Schedule 1.
- "Working Day"** means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- 1.2.2 clause and other headings are for ease of reference only and are not to be treated as forming any part of the context or to affect the interpretation of this Covenant;
- 1.2.3 words importing the singular number include the plural and vice versa;
- 1.2.4 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant and in determining the issue, the parties must have regard to the matters contained in the Background;
- 1.2.5 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.6 words importing one gender include the other gender;
- 1.2.7 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity;
- 1.2.8 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2. OBJECTIVE OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Values.

3. THE OWNER'S OBLIGATIONS

- 3.1 Unless agreed in writing by the parties, the Owner must not carry out or allow to be carried out on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, chemical spraying, top dressing or sowing of seed;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;

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- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
- 3.1.10 any other activity which might have an adverse effect on the Values.
- 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
- 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must:
 - 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and in particular comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on, and to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, rebuild or replace all such Fences when reasonably required except as provided in clause 4.2.

4. THE MINISTER'S OBLIGATIONS

- 4.1 The Minister must have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.
- 4.2 The Minister must repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.

5. IMPLEMENTATION OF OBJECTIVES

- 5.1 The Minister may;
 - 5.1.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1;
 - 5.1.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objective specified in clause 2.1.

6. DURATION OF COVENANT

- 6.1 This Covenant binds the Minister and Owner in perpetuity to the rights and obligations contained in it.

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7. OBLIGATIONS ON SALE OF LAND

- 7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, or assignee to ensure that on any subsequent sale, lease, or assignment, any subsequent purchaser, lessee, or assignee must also comply with the terms of this Covenant including this clause.
- 7.2 If for any reason this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

8. MISCELLANEOUS MATTERS**8.1 Rights**

- 8.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

8.2 Trespass Act:

- 8.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 8.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

8.3 Reserves Act

- 8.3.1 Subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

8.4 Titles

- 8.4.1 This Covenant must be signed by the Commissioner of Crown Lands and the Minister and registered against the Certificate of Title to the Land.

8.5 Acceptance of Covenant

- 8.5.1 The parties agree to be bound by the provisions of this Covenant including during the period prior to the Covenant's registration.

8.6 Fire

- 8.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wild fire threatening the Land;
- 8.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
- 8.6.2.1 requested to do so; or
- 8.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

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9. NOTICES

9.1 A notice to be given under this Covenant by one party to the other is to be in writing and made by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 1.

9.2 A notice given in accordance with clause 9.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third Working Day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

9.3 The Owner must notify the Minister of any change of ownership or control of all or part of the Land and must supply the Minister with the name and address of the new owner or person in control.

10. DEFAULT

10.1 Where either the Minister or the Owner breaches any of the terms and conditions contained in this Covenant the other party:

10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

10.2 Should either the Minister or the Owner become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

10.2.1 advise the defaulting party of the default.

10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11. DISPUTE RESOLUTION PROCESSES

11.1 If any dispute arises between the Minister and the Owner in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

11.2 Mediation

11.2.1 if the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

11.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

11.3 Failure of Mediation

11.3.1 in the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;

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11.3.2 notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President of the District Law Society in the region in which the Land is situated;

11.3.3 the parties further agree that the results of arbitration are to be binding upon the parties.

12. JOINT OBLIGATIONS

12.1 The Owner or the Minister may, by mutual agreement, carry out any work or activity or improvements or take any action either jointly or individually to better preserve the Values.

13. SPECIAL CONDITIONS

13.1 Special conditions relating to this Covenant are set out in Schedule 2.

13.2 The standard conditions contained in this Document must be read subject to any special conditions.

Executed as a Deed

Signed by _____ acting under a)
delegation from the Commissioner of Crown Lands)
deemed pursuant to section 80(5) of the Crown Pastoral)
Land Act 1998 to be the Owner of the Land for the)
purposes of section 77 of the Reserves Act 1977)
in the presence of: _____)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ exercising his/her)
powers under section 117 of the Reserves Act 1977)
as designated Commissioner and acting for and on)
behalf of the Minister of Conservation)
in the presence of: _____)

Witness: _____

Address : _____

Occupation: _____

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SCHEDULE 1

1. Description of Land

The covenant area described as CC2 on the Designations Plan (approx. 86 ha) is situated on the western facing slopes containing two tributaries of Robert Creek, and includes at the commencement of this Covenant, a fenced part, and an unfenced lower section encompassing the main stream and a swathe 10 metres wide either side of the stream.

(Legal description can be inserted following survey)

2. Address for Service¹

The address for service (including facsimile number) of the Minister is:

Department of Conservation
PO Box 743
Invercargill

Phone: (03) 214 4589
Fax: (03) 214 4486

The address for service (including facsimile number) of the Owner is:

Lake Wakatipu Station Ltd
Private Bag 92142
Auckland

Phone: (09) 303 2824
Fax: (09) 303 4224

3. Values of Land to be Protected

Purpose is to protect freshwater life and natural environment.

The two tributaries of Robert Creek contain populations of two species of galaxiid, Gollum galaxias (*G. gollumoides*) and southern flathead galaxias (*G. sp. southern*). These populations of galaxiids are endemic species and occur on the property at their distributional limits. Sympatric populations of two or more species of galaxiid are highly unusual and therefore significant.

The tributary beds contain riparian mixed shrublands, including manuka, hoheria, hebe, flax, spaniard, coprosma and matagouri species, as well as beech forest remnants.

The vegetation follows a gradual change with the subalpine area being covered in a dense sward of tall tussocks while most of the upper reaches are dominated by fescue tussocklands.

¹ State street address not Post Office Box number.

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SCHEDULE 2**Special Conditions**

1. Notwithstanding clause 3.1, the Owner is permitted to move cattle across the Land using the access track across the Land between approximately 600 and 700 metres above sea level, and the track at the top of the Land between approximately 900 and 1000 metres above sea level. Cattle are to be actively driven along these tracks, with straying cattle to be mustered back onto tracks.
2. Clause 3.1.1 is deleted and replaced with the following:
 - 3.1.1 grazing of land by livestock other than sheep. The grazing limit to be up to 800 breeding ewes per annum.
3. Clause 3.1.3 is deleted and replaced with the following:
 - 3.1.3 the planting of any species of tree, shrub or other plant and the releasing of any species of fish.
4. Clause 3.1.4 is deleted and replaced with the following:
 - 3.1.4.1 the erection of any new buildings or structures
 - 3.1.4.2 the replacement of existing building, structure or other improvements on the Land in place of any existing facility, unless such replacement or repair is of the same nature and scale as that which existed previously
 - 3.1.4.3 despite the provisions contained in clause 3.1.4.1 and 3.1.4.2, the Owner is permitted to erect new fences and/or replace and repair existing fences as of right.
 - 3.1.4.4 maintenance of the boundary fencing is to be shared equally between the Owner and the Department of Conservation.
5. Clause 3.1.5 is deleted and replaced with the following:
 - 3.1.5 any burning, chemical spraying, top dressing or sowing of seed, other than maintenance fertiliser, which is allowable every second year provided a 20m margin along all streams is excluded.
6. Clause 3.1.6 is deleted and replaced with the following:
 - 3.1.6 any cultivation, earth works or other soil disturbances, apart from any such activity required to maintain existing vehicle tracks through the Land to a standard appropriate for four wheel drive vehicles.
7. A Transferee of the Land will at law be bound by the registered Covenant. Such transfer is deemed to provide the agreement to comply with the terms of this Covenant required by clause 7.1.
8. Clause 7.2 is deleted.
9. Notwithstanding clause 8.3.1, the Owner and the Owner's agents, employees, contractors and tenants are hereby authorised to take and possess any firearm, weapon, trap, net, or other like object on the Land for farm management purposes only.
10. The Owner shall not conduct any activity that encourages stock into any waterway, other than that permitted in special condition 1 of this Schedule.
11. Except for cattle movement as provided for in special condition 1 of this Schedule, the Owner shall prohibit cattle entering the Land by maintaining the boundary fencing to a standard suitable to exclude cattle from grazing the area. If cattle droppings are found on the Land beyond a 10 metre margin on either side of the access tracks indicated in special condition 1 of this Schedule, it will be construed that this requirement isn't being met and within 6 months of being directed by the Minister the Owner

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must at their own cost improve the boundary fencing to the satisfaction of the Minister to a cattle proof standard, or cease or make appropriate adjustment to the movement of cattle across the Land.

12. Any future consideration to increase stocking levels may require waterways to be fenced to exclude stock, solely at the Owners expense so as to mitigate adverse affects.
13. For the purpose of protecting the Values, the Minister reserves the right to remove any freshwater organisms from the Land.
14. The Owner and the Minister will comply with the provisions of the Management Prescription Document contained in Schedule 3.

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SCHEDULE 3

Management Prescription Document

The management prescription document provides for:

1. Specific goals of management of the land consistent with the objective of the covenant document.
 2. A description of how the goals are to be met.
 3. A description of the freshwater life monitoring programme (FMP) that is to be conducted.
 4. A specification concerning grazing limits, including the identification of freshwater trends and how these will affect the grazing limits.
 5. The revision of the management prescription document ten years from the date of creation of the covenant and ten years thereafter.
1. The specified goals of the management of the Land is the maintenance and enhancement of the existing freshwater life, whilst meeting the objective of the covenant.

To manage the populations of *Galaxias gollumoides* and *Galaxias* sp. nov southern (flathead type) while minimising the impact of stock.

2. These goals are to be met through regular monitoring (including general inspections), liaison with the Owner and revision of grazing limits where necessary.

Grazing limits will be adjusted if the analysis of the results from the FMP, in association with grazing methods and field observations, indicate a deterioration of the values on the Land.

3. Description of freshwater life monitoring programme to be established.

- a) The Minister shall be responsible for establishing and maintaining the structures and the monitoring programme described in clause 3(b). To achieve the goal described in clause 2, grazing limits and/or cattle movements will be adjusted after the analysis of the data collected during five separate episodes of monitoring and/or from field observations of the Minister and the Owner.
- b) The FMP programme will comprise the monitoring of the following variables, using the techniques outlined in the New Zealand Stream Health Monitoring and Assessment Kit (SHMAK): Stream Monitoring Manual, Version 2, 2002, unless otherwise specified, at the downstream end of the Land and at the base of the Bushy Creek catchment. These points, hereby termed the covenant site and the reference site, are labelled C (GR E42 657 334) and z (GR E43 691 292) respectively on the plan contained in schedule 4.
 - i) Water clarity, using the SHMAK clarity tube
 - ii) Algal (periphyton) growth, by the use of photo points
 - iii) Bank slumping, by the use of photo points
 - iv) Water temperature
 - v) pH
 - vi) Water velocity
 - vii) Conductivity, using a hand held conductivity meter
 - viii) Composition of streambed and presence and extent of loose, silty deposits on the stream bed
 - ix) Invertebrates (type and number – SHMAK Level 2)
 - x) Fish type, condition and number (New Zealand Freshwater Fish Database form to be completed for each sampling episode)
- c) The Minister (at his/her discretion) shall monitor these variables during summer low flow (February- March) no more than once per year. Once monitoring has

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been conducted five times the results shall be analysed in association with grazing and cattle movement records to determine trends. This analysis and the resulting data shall be made available upon request to the Owner.

4. Grazing limits and Cattle movement within the current term of the management prescription document.

If the analysis of the data collected and/or field observations as described in clause 3 above establish to the reasonable satisfaction of the Minister that grazing of domestic stock or cattle movements, is having an unacceptable adverse effect on the values of the land, the Minister will issue a notice to the effect pursuant to clause 9 of the Covenant.

The parties will then attempt to address the adverse effects by undertaking consultation to modify the grazing limits or cattle movement practices so to maintain and enhance the Values of the land.

An adverse effect on the freshwater life will be construed to be a 10% change in the baseline mean in one or all of variables being monitored (as described in clause 3(b)) between the reference site and the covenant site.

Physical evidence of an adverse effect would be indicated by the following changes in the variables being monitored.

- i) Decrease in water clarity
- ii) Increase in algal growth
- iii) Increase in bank slumping
- iv) Increase in water temperature.
- v) Change in pH
- vi) Decrease in water flow
- vii) Increase in conductivity
- viii) Increase in sedimentation
- ix) Decrease in dissolved oxygen
- x) Decrease in fish type, condition and number

5. The revision of the management prescription document ten years from the date of creation of the covenant and ten years thereafter.

At the tenth anniversary of the creation of the covenant and ten years after the Minister and/or the Owner may request that part or all of the management prescription document be amended, in order to better meet the objective of the covenant. Any such amendments must be mutually agreed to by the Minister and the Owner.

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SCHEDULE 4

Plan showing location of the Covenant site and the Reference Site

RELEASED UNDER THE OFFICIAL INFORMATION ACT

RELEASED UNDER THE OFFICIAL INFORMATION ACT