



Land Information  
New Zealand  
*Toitū te whenua*

## **Crown Pastoral Land Tenure Review**

**Lease name : KAWARAU STATION  
and MT DIFFICULTY**

**Lease number : PC 234/PO 353**

## **Substantive Proposal Part 2**

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

**Nov**

**14**



**COUNTERPART**

Consent No. 97041

**DISCHARGE PERMIT**

Pursuant to Section 105 of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Department of Conservation

Address: PO Box 5244, Dunedin

to discharge 200,000 litres per hour of water into Gees Creek

for a term expiring on 1 February 2022

for the purpose of operating a mining display centre

Location: Kawarau Gorge

Legal description of consent location: Run 330D, Cromwell Survey District

Map reference: NZMS 200 : F41:034660

Issued at Dunedin this 23<sup>rd</sup> day of April 1997.

Marian Weaver

Manager Resource Administration

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**Appendix 11: Copy of an unregistered Water Permit pursuant to Section 105 of the Resource Management Act 1991 in favour of The Department of Conservation, consent No. 97042**



# COUNTERPART

Consent No. 97042

## WATER PERMIT

Pursuant to Section 105 of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Department of Conservation

Address: PO Box 5244, Dunedin

to take 200,000 litres per hour from Gees Creek

for a term expiring on 1 February 2022

for the purpose of operating a mining display centre

Location: Kawarau Gorge

Legal description of consent location: Run 330D, Cromwell Survey District

Map reference: NZMS 260 : F41:041668

Issued at Dunedin this 23<sup>rd</sup> day of April 1997.

A handwritten signature in cursive script that reads "Marian Weaver".

Marian Weaver

Manager Resource Administration

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**Appendix 12: Copy of an unregistered Discharge Permit pursuant to Section 105 of the Resource Management Act 1991 in favour of The Department of Conservation, consent No. 97043**

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# COUNTERPART

Consent No. 97043

## DISCHARGE PERMIT

Pursuant to Section 105 of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Department of Conservation

Address: PO Box 5244, Dunedin

to discharge 30,000 litres per day from a stamping battery operation into Gees Creek

for a term expiring on 1 February 2022

for the purpose of operating a mining display centre

Location: Kawarau Gorge

Legal description of consent location: Run 330D, Cromwell Survey District

Map reference: NZMS 260 : F41:043669

Issued at Dunedin this 23<sup>rd</sup> day of April 1997.

A handwritten signature in cursive script that reads "Marian Weaver".

Marian Weaver

Manager Resource Administration

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**Appendix 13: Form of Conservation Covenant CC1 to be Created**

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**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*



- "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.
- "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;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

- 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;
- 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**

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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.

**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**

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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.

**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.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

**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 local 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 President of the local 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: \_\_\_\_\_

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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

*Shaded yellow and labelled "CC1 (Landscape and natural environment)*

(See attached plan)

### 2. Address for Service<sup>1</sup>

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

C/- Box 5244  
DUNEDIN

Fax (03) 477 8626

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

C/ - Kawarau Station Limited  
2 RD  
CROMWELL 9384

Fax (03)

### 3. Values of Land to be Protected

Landscape amenity and natural environment values have been identified as;

#### **CC1 Kawarau Landscape and natural environment:**

The Nevis Valley is recognised in the Central Otago District Plan as an outstanding landscape of national importance. The area contains an impressive combination of natural features, including diverse indigenous vegetation, and subtle historic and cultural elements. It is flanked to the west by the glaciated Remarkables and Hector Range that contrast with rounded Central Otago block mountain range to the east. The Land contains diversity in physical features which include a rounded ridgeline studded with craggy tors. The mid section features surface slumping and outcrops of parent rock and fractured surface rock. At about the 750m contour there is a relatively well defined drop off into the Nevis River Gorge. At this point the river takes on wild and scenic qualities with in-stream elements such as white water rapids. The Land lacks of "built" elements and minimal sub-divisional fencing strengthens its overall sense of remoteness. Vegetation communities include riparian shrublands, short tussocklands and remnant tall tussocklands. Native vegetation patterns are typical of much of the Carrick land system, with relic *Chionochloa rigida* tussocklands, e.g., the upper faces and head of the Slapjack Creek tributary. Patches of bare ground above 900m asl are testament to the fragile nature of the vegetation and the risk that inappropriate land uses can expose the soil to erosional influences and compromise landscape character coherence. Dense matagouri-Coprosma-*Olearia*-Carmichaelia

<sup>1</sup> State street address not Post Office Box number.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

shrublands flank lower slopes and stream channels. The Land also includes the upper part of the true left catchment of Slapjack Creek with its mid-altitude mixed shrublands and short tussocklands.

**Historic Values:**

There are two old huts within the covenant area. Both predate 1900 and are therefore considered to be protected as archaeological sites under the Historic Places Act 1993. The hut located in the Upper Nevis Face block is known as the honeymooners hut and dates back to the late 1860s or early 1870s. The huts are used for farm management and pest control operations.

**4. Management Goals**

**Landscape Values:**

Maintain the appearance of the broad landscape continuum

Protect against land-use changes and activities that have potential to affect this landscape; particularly further subdivision or other activities that would fragment the existing seemingly coherent tall tussocklands.

Preserve and/or enhance narrow-leaved snow tussockland and reduce patches of bare ground.

**Historic Values:**

Maintain as far as possible the integrity of the two historic huts.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

## SCHEDULE 2

### Special Conditions

1. The Minister acknowledges that it is intended that the land may be used for hydro electricity development, including the erection of transmission lines. Accordingly, it is agreed by the parties that a plan be prepared for submission to the Minister, which identifies the hydro electric development proposed, its location, extent, groundworks, associated services and facilities, for the Minister's consent (such consent not to be unreasonably withheld). In considering the plan the Minister will read the provisions of the Covenant, including in particular the provisions of clause 3.1, so as not to prohibit the hydro electric development but with the ability to impose such conditions as may be deemed reasonable to avoid, remedy or mitigate adverse effects upon the values identified in this Covenant.
2. Clause 3.1.1 is deleted and replaced with the following;
  - 3.1.1 grazing of the Land by livestock, other than sheep;
3. Clause 3.1.2 is deleted. The Central Otago District Plan Rules relating to the clearance of native trees, shrubs, or other plants shall apply. Further, the Owner is to meet as required with the Department of Conservation Central Otago Area Manager or relevant staff to discuss and reach agreement on briar control areas within the Land, to be treated and methods to be used on the Land.
4. Clause 3.1.4 is modified to allow the Owner to;
  - 4.1 upgrade and maintain the existing Holly and Stone huts located on the Nevis Face.
  - 4.2 The siting and design of any buildings will require the prior written agreement of the Minister of Conservation to mitigate any adverse landscape effects, before any work on the ground commences.
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 weed control operations and methods agreed to in special condition 3 for the control of briar.
6. Clause 3.1.6 is deleted and replaced with the following;
  - 3.1.6 any cultivation, earth works or other soil disturbances, other than for the maintenance of existing tracks;
7. Notwithstanding clause 3.2.6, that portion of the boundary fence between the Conservation Area and the Land subject to this Covenant will be maintained and in the future replaced as required on the basis of 50/50 sharing of costs between the Minister and the Owner.
8. Clause 3.2.4 is amended to read;
  - 3.2.4 keep the Land free from rubbish or other unsightly material arising from the Owner's use of the Land. The Owner is not responsible for wind blown rubbish from the local landfill;
9. The Minister will pay to the Owner a proportionate share of the following;
  - 9.1 the cost of any work under clause 3.2 if the Minister has first approved the work.

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10. The proportionate share payable by the Minister is to be calculated having regard to the purpose of the expenditure with the intent that:

- 10.1 the Minister will bear the cost of work essential for purposes of landscape protection;
- 10.2 the Owner will bear the cost of work essential for farming purposes;
- 10.3 when the expenditure is partly for landscape protection and partly for farming purposes, the parties will bear the costs equally or in such other proportion as they may agree, and failing agreement, as may be determined under clause 11.

11. Clause 7.2 is deleted.

12. Monitoring

A landscape monitoring programme will be established at the commencement of the covenant term by the Minister. Subsequent re-monitoring will occur every 5 years (or at some other agreed period) and is to be organised by the Owner with the assistance of the Minister. The Owner will be responsible for producing a report of the re-monitoring results in a professional manner.

The Minister will be party to the re-monitoring by providing one staff member to assist with the physical monitoring. The Minister will be given a copy of the monitoring report.

- 12.1 Photopoint monitoring will be used to record the condition and trends of the vegetation, historic features and the general landscape character.
- 12.2 The Minister is responsible for the cost of establishing the monitoring. The Owner will be responsible for the cost of re-monitoring. The Minister will cover his own staff cost for re-monitoring.

Following the production of a monitoring report, results will be discussed between the Owner and the Minister. Should monitoring show that the landscape values are not being maintained or enhanced, the probable causes will be identified. If deterioration is related land management practices, the Owner will take all necessary steps to mitigate the problem. If deterioration is related to other causes, the Minister may take steps to avoid future damage.

13. Public access to view the two existing huts will be by prior permission of the landowner and such permission will not be unreasonably withheld.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

**GRANT** of

Correct for the purposes of the  
Land Transfer Act 1952

**CONSERVATION COVENANT UNDER  
SECTION 77 OF THE  
RESERVES ACT 1977 FOR  
CROWN PASTORAL LAND ACT 1998 PURPOSES**

Solicitor for the Minister

**COMMISSIONER OF CROWN  
LANDS**

to

**MINISTER OF CONSERVATION**

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**Solicitor  
Department of Conservation  
DUNEDIN/CHRISTCHURCH**

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

**Appendix 14: Form of Conservation Covenant CC2 & CC3 to be Created**

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**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*





- “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;

- 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.

**7. OBLIGATIONS ON SALE, ASSIGNMENT OR OTHER DEPOSAL OF LAND**

- 7.1 If the Owner sells, leases, or parts with possession of the Land, or hands over control of the Land to any other person, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, assignee or manager to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, assignee or manager to ensure that on any subsequent sale, lease, assignment, or change in control of the Land, any subsequent purchaser, lessee, assignee or manager must also comply with the terms of this Covenant including this clause.
- 7.2 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

**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.

## 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 local 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 President of the local 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: \_\_\_\_\_

## SCHEDULE 1

### 1. Description of Land

(See attached plan)

*Shaded yellow and labelled "CC2" and shaded blue and labelled "CC3" on the Designations Plan.*

### 2. Address for Service<sup>1</sup>

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

C/- Box 5244  
DUNEDIN

Fax (03) 477 8626

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

Kawarau Station Limited  
2 RD  
CROMWELL

Fax (03)

### 3. Values of Land to be Protected

**CC2 and CC3 (Outstanding natural landscape and land above 900m) values have been identified as:**

Patches of bare ground above 900m asl on both properties are testament to the fragile nature of the vegetation and the risk that inappropriate land uses can expose the soil to erosional influences and compromise landscape character coherence.

#### Mt Difficulty

The Land includes the northern and western facing slopes of Mt Difficulty from the start of Kawarau Gorge to the Nevis River confluence. The Kawarau Gorge is the last remaining spectacular semi-arid rocky river gorge in Otago. The wild and scenic characteristics of the Kawarau have been recognised by the Water Conservation (Kawarau) Order 1997. Recognition of the high scenic value of the gorge complements the Order and recognises the values of the gorge as a scenic corridor on State Highway 6. The Kawarau Gorge is recognised in the Central Otago District Plan as an outstanding landscape of national significance.

The Kawarau Faces form part of the north and west flanks of the Carrick Range and a major part of the distinctive landscape of the Kawarau Gorge. A rocky terrace of varying width extends above the river along most of the gorge. Mt Difficulty rises steeply above the terrace. The slopes are typically colluvial of impressive bluffs, buttresses and steep unstable slopes. A distinctive feature is the contrasting smooth colluvial slopes and rugged rocky bluffs.

Rock cut linear watercourses occur at intervals. Landslide topography is characteristic of the western flank.

The Kawarau Faces are characteristically barren, dry and in many areas degraded. Erosion, both natural and accelerated by human influence, is a dominant feature. The impact of rabbits is very evident.

<sup>1</sup> State street address not Post Office Box number.

The terrace country is predominantly briar intermixed with matagouri, bracken fern, mixed grassland and introduced herbs. The appearance of the briar covered terraces changes with the seasons from a bright green in spring and summer to yellow/red in autumn to predominantly red in winter. Some broom and lupin have established opposite Gentle Annie.

The landcover on the western flank of Mt Difficulty is primarily bracken, matagouri, briar, patches of grass and herbaceous species. Higher up is fescue tussockland with large areas sheet eroded.

Thyme is the dominant cover in places, e.g. the steep face below the Nevis-Kawarau confluence. Also below the confluence are small clumps of remnant flax confined to damp sites.

The north flank below Roaring Meg has less briar with thyme dominant on the lower slopes. On upper slopes there is much bare ground with sparse native broom and localised scrub confined mainly to gullies.

Isolated wilding pines occur opposite Waitiri homestead. Douglas fir is spreading on the terraces across from Roaring Meg.

Straddling the summit of Mt Difficulty is the RAP OM 1/1 Mt Difficulty identified in the PNAP Survey of the Old Man Ecological District. The summit and western extension of the RAP is located within this covenant. This part of the RAP is notable for its representativeness of semi-arid tussockland and scrub communities of the Carrick Range. Also of ecological significance is an area of approximately 100 ha of relict *Chionochloa rigida* snow tussockland lying just below the Mt Difficulty summit in the upper Walkers Creek catchment between 950m and 1100m. Casual observations over the past 20 years indicate that its condition is improving, and the stand contains good evidence of recruitment, despite an increase in prevalence of *Hieracium*.

Located near the summit of Mt Difficulty are several telecommunication towers grouped together within a fenced area.

Historic/cultural features are an essential part of the Kawarau Gorge landscape (particularly the section from Roaring Meg downstream to the end of the Gorge). Gold mining tailings, huts, earth dams and plantings are dotted along the river terrace. The latter include a group of poplars above Whata to Rere (the Natural Bridge) downstream to the start of the Gorge.

#### Kawarau

The Land encompasses the whole of the rolling uplands which tilt gently towards the south-west corner of the property. The drainage pattern is confined to two main streams. The landform has a very subdued topography. Slight changes in relief create a subtle landscape where the differences between rounded ridgelines are determined by individuality of the rocky outcrops which protrude above the skyline. Groundcover across these uplands is also subtle with irregular patterns formed when tussockland communities merge in to create a cohesive landscape. The distribution of tussock communities is dictated by aspect, altitude, and possibly burning history.

Remnants of taller *Chionochloa rigida* grasslands occur in the upper reaches of Pipeclay Gully and Smiths Gully. Bare ground resulting from sheet erosion is prevalent in the headwaters of Long Gully. Shrublands are scattered throughout and form locally dense "ribbons" along streams and associated steeper slopes. These are dominated by briar and to a lesser degree matagouri, with occasional *Olearia odorata* and *O. bullata*. At higher altitudes matagouri dominates and *Aciphylla aurea* become more common.

In visual terms this area conveys a strong impression of uniformity with the simplicity of the various grassland communities being overlaid on a subdued landform, which combines to form a distinctive high country landscape that has muted visual qualities. Furthermore the overall intactness of the landscape patterns and ecological processes combine to make this area a significant natural landscape.

#### 4. Management Goals

##### **Landscape Values:**

Maintain the appearance of the broad landscape continuum

Protect against land-use changes and activities that have potential to affect this landscape; particularly further subdivision or other activities that would fragment the existing seemingly coherent tall tussocklands.



Preserve and/or enhance narrow-leaved snow tussockland and reduce patches of bare ground.

**SCHEDULE 2****Special Conditions**

1. Clause 3.1.1 is deleted.
2. Clause 3.1.2 is deleted. The Central Otago District Plan Rules relating to the clearance of native trees, shrubs, or other plants shall apply.
3. Clause 3.1.3 is deleted. The Owner must not plant any species of tree or shrub plant, but may plant local native plants. The Owner may replace existing exotic shelter belts or woodlots using only non spreading species.
4. Clause 3.1.4 is modified to allow the Owner to;
  - 4.1 construct a hut for trampers' accommodation on land adjacent to the proposed public access easement opposite Gentle Annie.
  - 4.2 construct a new hut or upgrade and maintain the existing hut at the gum trees below the Roaring Meg
  - 4.3 The siting and design of any buildings will require the prior written agreement of the Minister of Conservation to mitigate any adverse landscape effects, before any work on the ground commences.
  - 4.4 erect any sheep/cattle fence.
5. Notwithstanding clause 3.1.4, several telecommunication towers exist within a fenced enclosure near the summit of Mt Difficulty. Requests for co-siting of additional towers or structures will be considered on a case by case basis on their merits by the Minister.
6. Clause 3.1.5 is modified to allow the Owner to continue to topdress and sow seed of pasture species, on those areas of the Land previously oversown and top dressed.
7. Clause 3.1.6 is modified to allow for the maintenance of existing tracks, and any new cultivation, earth works or other soil disturbances that, in the sole opinion of the Minister, is of an insignificant scale.
8. Clause 3.1.9 is amended to read;
  - 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, water race or any other water resource affecting the Land or downstream aquatic ecosystem;
9. Notwithstanding clause 3.1.9 (as amended), the Owner may allow permit holders of water rights for the Carrick water race which runs through the Land to undertake all necessary works to maintain the Carrick water race.
10. Clause 3.2.4 is amended to read;
  - 3.2.4 keep the Land free from rubbish or other unsightly material arising from the Owner's use of the Land. The Owner is not responsible for wind blown rubbish from the local landfill;
11. The Minister will pay to the Owner a proportionate share of the following;
  - 11.1 the cost of any work under clause 3.2 if the Minister has first approved the work.

12. The proportionate share payable by the Minister is to be calculated having regard to the purpose of the expenditure with the intent that:

- 12.1 the Minister will bear the cost of work essential for purposes of landscape protection;
- 12.2 the Owner will bear the cost of work essential for farming purposes;
- 12.3 when the expenditure is partly for landscape protection and partly for farming purposes, the parties will bear the costs equally or in such other proportion as they may agree, and failing agreement, as may be determined under clause 11.

### 13. Monitoring

A landscape monitoring programme will be established at the commencement of the covenant term by the Minister. Subsequent re-monitoring will occur every 5 years (or at some other agreed period) and is to be organised by the Owner with the assistance of the Minister. The Owner will be responsible for producing a report of the re-monitoring results in a professional manner.

The Minister will be party to the re-monitoring by providing one staff member to assist with the physical monitoring. The Minister will be given a copy of the monitoring report.

- 13.1 Photopoint monitoring will be used to record the condition and trends of the vegetation, historic features and the general landscape character.
- 13.2 The Minister is responsible for the cost of establishing the monitoring. The Owner will be responsible for the cost of re-monitoring. The Minister will cover his own staff cost for re-monitoring.

Following the production of a monitoring report, results will be discussed between the Owner and the Minister. Should monitoring show that the landscape values are not being maintained or enhanced, the probable causes will be identified. If deterioration is related land management practices, the Owner will take all necessary steps to mitigate the problem. If deterioration is related to other causes, the Minister may take steps to avoid future damage.

**GRANT** of

Correct for the purposes of the  
Land Transfer Act 1952

**CONSERVATION COVENANT UNDER  
SECTION 77 OF THE  
RESERVES ACT 1977 FOR  
CROWN PASTORAL LAND ACT 1998 PURPOSES**

Solicitor for the Minister

**COMMISSIONER OF CROWN  
LANDS**

to

**MINISTER OF CONSERVATION**

---

**Solicitor  
Department of Conservation  
DUNEDIN/CHRISTCHURCH**

**Appendix 15: Form of Public and Management Purposes Easement and Management Purposes Easement to be Created**

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## **TRANSFER GRANT OF EASEMENT IN GROSS**

1. Public Access
2. Access for Management Purposes

**Land Transfer Act 1952**

**This page does not form part of the Transfer.**

Land Transfer Act 1952

there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

OTAGO

Certificate of Title No. All or Part? Area and legal description - Insert only when part or Stratum, CT

Table with 3 columns: Certificate of Title No., All or Part?, Area and legal description.

Transferor Surnames must be underlined

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

Transferee Surnames must be underlined

HER MAJESTY THE QUEEN, acting by and through the Minister of Conservation.

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No. ....; Right of way etc.

Public Access and Management Purposes Easement in Gross under section 7(2) of the Conservation Act 1987 (continued on pages 2, 3 and 4 of Annexure Schedule).

The various considerations set out in a substantive proposal accepted under the Crown Pastoral Land Act 1998 on the day of

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this day of

Attestation

Attestation table with columns for Transferor signature and Witness details.

Certified correct for the purposes of the Land Transfer Act 1952

Approved by Register-General of Land under No. 1995/5003  
**Annexure Schedule**

Insert below  
"Mortgage", "Transfer", "Lease", etc

Dated  Page  of  Pages

**Definitions**

1. In this transfer unless the context otherwise requires:
  - 1.1 "Easement Area" means that part of the Servient Land being 20 metres wide which is marked "[a1-a2-b2-b1, e-f-g-i, f-j-j1-h, j-j2-k-x-m-n-n2--o1-o, k-m,o1-v, n-n1, m-p-p1, x-b, s-g, and t-u on the Designations Plan]"; and that part of the Servient Land being 100 metres wide which is marked "[a-b, b-c and b-d]"; all shown on Deposited Plan/S.O. Plan No [  ].
  - 1.2 "Management Purposes" means:
    - the protection of a significant inherent value of the land managed by the Transferee (not being a member of the public), in the vicinity of the Easement Area.
    - The management of the land administered by the Transferee (not being a member of the public) in a way that is-ecologically sustainable.
  - 1.3 "Servient Land" means the land owned by the Transferor.
  - 1.4 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and, for the purposes of clause 2.1, includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public; but for the purposes of clause 2.2 means the Transferee's tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation only.
  - 1.5 "Transferor" means the owner of the Servient Land and includes the Transferor's tenants and invitees.

**Standard Easement Terms**

Access

2. The Transferee has the right in common with the Transferor:
  - 2.1 To pass and re-pass at any time over and along the Easement Area:
    - 2.1.1 on that part of the Easement Area marked "a-b, b-c, b-d, e-f-g-i, f-j-j1-h, j-j2, p-p1,n-n1, a1-a2-b2-b1 and x-b" on foot, or by non-motorised vehicle powered by a person or persons;
    - 2.1.2 on that part of the Easement Area marked "k-x-m-n-n2-o1-o, o1-v, and k-m-p" on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

OTACO-37213 – Easement in Gross Templ  
Doedm-379676 – Kawarau Mt Difficulty PA and DoC management purposes easement Nov 2009



- 2.1.3 with the prior permission of the Transferor, which shall not be unreasonably withheld, on that part of the Easement Area marked "s-g-f-j-j2-k" on or accompanied by horses.
- 2.2 To pass and re-pass at any time over and along those parts of the Easement Area marked "s-g and t-u" on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, or with or without guns and dogs, for Management Purposes.
3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.
4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

#### Exclusion of Schedules

5. The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 are expressly negated.

#### Term

6. The easement created by this transfer is to be in perpetuity.

#### Temporary Suspension

7. The Transferee (not being a member of the Public) may, at any time in exercise of her/his powers, temporarily close all or part of the Easement Area for such period as she/he considers necessary.

#### Dispute Resolution

- 8.1 If a dispute arises between the Transferor and Transferee (not being a member of the Public) concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 8.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
- 8.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President of the local branch of the New Zealand Law Society in which the Servient Land is situated.
- 8.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

#### Notice

- 9.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
- (a) be hand delivered to the receiving party; or
  - (b) be sent by ordinary post to the receiving party;

(c) be sent by facsimile to the receiving party.

9.2 If clause 9.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.

9.3 If clause 9.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

#### **Special Easement Terms**

10 The standard easement terms contained above must be read subject to any special easement terms set out below.

11 The part of the Easement Area marked "e-f-g-i" shall be closed to access by members of the public for lambing purposes only, between 1 October and 30 November in each year (these dates are inclusive).

12 Where fences cross the Easement Area the Transferor must install gates no less than 1 metre in width and keep gates unlocked at all times unless otherwise agreed with the Transferee (not being a member of the public).

13 The Transferee (not being a member of the public) has the right:

13.1 To mark the Easement Area as appropriate.

13.2 To erect and maintain stiles.

13.3 To erect and maintain signs informing the public:

(a) of the location of land managed by the Crown and available for public access and recreation; and

(b) of their rights and responsibilities in relation to the Easement Area.

13.4 To use whatever reasonable means of access she thinks fit over the Easement Area to carryout the works in clause 13.1 to 13.3.

14 In doing any of the matters specified in clause 2, the Transferee must take reasonable and proper care not to damage any property of the Transferor and must properly repair any such damage.

**Continuation of "Attestation"**

Signed for and on behalf of \_\_\_\_\_ )  
Her Majesty the Queen by \_\_\_\_\_ )  
  
under a written delegation in the \_\_\_\_\_ )  
presence of: \_\_\_\_\_ )

\_\_\_\_\_  
Witness (Signature)

Name \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

*Footnote: In substitution of the SO Plan (which has yet to be prepared), the proposed easement described in clause 1 is marked on the Plan.*

Approved by Registrar-General  
of Land under No. 1995/1004

## TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Management Purposes

**Land Transfer Act 1952**

Law Firm Acting

Conservancy Solicitor  
Department of Conservation  
Dunedin

Auckland District Law Society  
REF:4135

**This page is for Land Registry Office use only.**  
(except for "Law Firm Acting")

**Appendix 16: Copy of easement C-D in favour of The Department of Conservation**

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# **TRANSFER GRANT OF EASEMENT**

1. Easement to Convey Water
2. Easement for Management Purposes

**Land Transfer Act 1952**

**This page does not form part of the Transfer.**

**TRANSFER**

**Land Transfer Act 1952**

*If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.*

**Land Registration District**

Otago

**Certificate of Title No.**      **All or Part?**      **Area and legal description – Insert only when part or Stratum, CT**

--	--	--	--

*Transferor Surnames must be underlined*

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

*Transferee Surnames must be underlined*

**HER MAJESTY THE QUEEN**, acting by and through the Minister of Conservation

**Estate or Interest or Easement to be created:** *Insert e.g. Fee simple; Leasehold in Lease No. ....; Right of way etc.*

Management Purposes Easement in Gross under section 7(2) of the Conservation Act 1987 and Easement to convey water (continued on pages 2, 3 and 4 of Annexure Schedule).

The various considerations set out in a substantive proposal accepted under the Crown Pastoral Land Act 1998 on the \_\_\_\_\_ day of \_\_\_\_\_

**Operative Clause**

The Transferor, being the registered proprietor of the servient land, grants to the Transferee an easement to convey water with the rights and powers or provision set out in the Annexure schedules.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

**Attestation**

Signed by acting under written delegation from the Commissioner of Crown Lands	Signed in my presence by the Transferor Signature of Witness  _____ (continued on page 4 of Annexure Schedule) <b>Witness to complete in BLOCK letters</b> <i>(unless typewritten or legibly stamped)</i> Witness name Occupation Address
Signature or common seal of Transferor	

**certified correct for the purposes of the Land Transfer Act 1952**

\_\_\_\_\_  
Solicitor for the Transferee

Approved by Register-General of Land under No. 1995/5003  
**Annexure Schedule**

**Insert below**  
**"Mortgage", "Transfer", "Lease", etc**

Dated  Page  of  Pages

**Definitions**

1. In this transfer unless the context otherwise requires:
  - 1.1 "Easement Area" means that part of the Servient Land being 5 metres wide which is marked ("C-D" on the Designations Plan) being the water race shown on S.O. Plan No [  ].
  - 1.2 "Management Purposes" means:
    - the protection of a significant inherent value of the land managed by the Transferee (not being a member of the public), in the vicinity of the easement area.
    - The management of the land administered by the Transferee (not being a member of the public) in a way that is ecologically sustainable.
  - 1.3 "Servient Land" means the land owned by the Transferor and described on page 1.
  - 1.4 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation.
  - 1.5 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

**Standard Easement Terms**

Schedules

2. Unless otherwise provided in this document, the rights and powers implied in the specific classes of easement are those prescribed by Schedule 4 of the Land Transfer Regulations 2002 and/or the fifth Schedule of the Property Law Act 2007.

Term

3. The easement created by this transfer is to be in perpetuity.

Dispute Resolution

- 4.1 If a dispute arises between the Transferor and Transferee concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 4.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
- 4.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President of the New Zealand Law Society.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



4.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

5.1 A notice to be given under this transfer by one party to the other is to be in writing and must:

- (a) be hand delivered to the receiving party; or
- (b) be sent by ordinary post to the receiving party;
- (c) be sent by facsimile to the receiving party.

5.2 If clause 5.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.

5.3 If clause 5.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

**Special Easement Terms**

6.1 The standard easement terms contained above must be read subject to any special easement terms set out below.

6.2 The Transferee including its tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation, may maintain the water race across the Servient land.

6.3 The Transferee has the right to use whatever means of access she thinks fit to carry out the works in clause 6.2 above.

6.4 The Transferee including its tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation, has the right to take vehicles, plant, machinery on the Easement Area.

**Continuation of "Attestation"**

Signed for and on behalf of )  
 Her Majesty the Queen by )  
 under a written delegation in the )  
 presence of: )

\_\_\_\_\_  
Witness (Signature)

Name \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

*Footnote: In substitution of the SO Plan (which has yet to be prepared), the proposed easement described in clause 1 is marked on the Plan.*

Approved by Registrar-General  
of Land under No. 1995/1004

## TRANSFER GRANT OF EASEMENT IN GROSS

1. Right to Convey Water
2. Access for Management Purposes

**Land Transfer Act 1952**

**Law Firm Acting**

Conservancy Solicitor  
Department of Conservation  
Dunedin

Auckland District Law Society  
REF:4135

**This page is for Land Registry Office use only.**  
(except for "Law Firm Acting")

**Appendix 17: Copy of an unregistered Water Permit pursuant to Section 105 of the Resource Management Act 1991 in favour of The Department of Conservation, in consents 97039 and 97040**

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## COUNTERPART

Consent No. 97039

### WATER PERMIT

Pursuant to Section 105 of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Department of Conservation

Address: PO Box 5244, Dunedin

to take up to 100,000 litres per hour from the south branch of Walkers Creek

for a term expiring on 1 February 2022

for the purpose of operating a mining display centre

Location: Kawarau Gorge

Legal description of consent location: Run 330D, Cromwell Survey District

Map reference: NZMS 260 : F41:023651

Issued at Dunedin this 23<sup>rd</sup> day of April 1997.

A handwritten signature in cursive script that reads "Marian Weaver".

Marian Weaver

Manager Resource Administration

\\p:\sl2\docper.doc

Mission Statement: "To promote the sustainable management of the region's resources"  
70 Stafford Street, Private Bag, Dunedin. Telephone (03) 474-0827. Facsimile (03) 479-0015





# COUNTERPART

Consent No. 97040

## WATER PERMIT

Pursuant to Section 105 of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Department of Conservation

Address: PO Box 5244, Dunedin

to take 100,000 litres per hour from the north branch of Walkers Creek

for a term expiring on 1 February 2022

for the purpose of operating a mining display centre

Location: Kawarau Gorge

Legal description of consent location: Run 330D, Cromwell Survey District

Map reference: NZMS 260 : F41:025654

Issued at Dunedin this 23<sup>rd</sup> day of April 1997.

A handwritten signature in cursive script that reads "Marian Weaver".

Marian Weaver  
Manager Resource Administration  
ll p:\sl2\docper.doc



**Appendix 18: Copy of an unregistered Deemed Permit pursuant to Section 413-417 of the Resource Management Act 1991 in favour of N K & J M Barker, N M Kershaw & J R D Leslie, S D M MacLachlan & others as Trustees of the Lora Family Trust, Paradise Vineyard Ltd, W R & S M Macalister, Clyde Orchards (1990) Ltd, Lytefoot Investments Ltd, Felton Roads Holdings Ltd, Wanaka Road Wines Ltd, Mt Difficulty Wines Ltd, Trustees of the Olssen Family Trust, R H M Dicey, M L Dicey & A B McKay being trustees of the R H M Dicey & M L Dicey Family Trust, and Legend Terrace Ltd, in consent 2000.173**

---

Consent No: 2000.173

**DEEMED PERMIT**

This is a Deemed Permit pursuant to Sections 413-417 of the Resource Management Act 1991.

Name: ~~[Alan Duncan Beaton]~~ (~~<sup>20</sup>/120 share~~)  
 Address: ~~[c/- Checketts McKay, 35 The Mall, Cromwell]~~ 8/120 share transferred  
 15 August 2008  
 16/120 share transferred  
 22 September 2008

Name: Felton Roads Holdings Limited (<sup>12</sup>/120 share)  
 Address: Cook Adam and Co, 11 Brownston Street, Wanaka

Name: Lytefoot Investments Limited (<sup>4</sup>/120 share)  
 Address: 32 City Road, Roslyn, Dunedin

Name: Clyde Orchards (1990) Limited (<sup>44</sup>/120 share)  
 Address: c/- Blair Pedofsky, Young Lane, RD 1, Alexandra

Name: John Benjamin Olssen, Katherine Ann Lindoos and Antony Victor Hamel being the trustees of the Olssen Family Trust (<sup>4</sup>/120 share)  
 Address: 306 Felton Road, Bannockburn RD 2, Cromwell

Name: William Ramsay & Shirley Margaret Macalister (<sup>2</sup>/120 share)  
 Address: c/- Checketts McKay, 35 The Mall, Cromwell

Name: Mt Difficulty Wines Limited (<sup>10</sup>/120 share)  
 Address: Polson Higgs, 139 Moray Place, Dunedin

Name: Robin Henry Maguire Dicey, Margaret Lucy Dicey & Alan Bevin McKay being trustees of the R H M Dicey & M L Dicey Family Trust (<sup>6</sup>/120 share)  
 Address: c/- Checketts McKay, 35 The Mall, Cromwell  
 14/120 share transferred  
 20 February 2008

Name: Paradise Vineyard Limited (<sup>5</sup>/120 share)  
 Address: WHK Cook Adam Ward Wilson, 11 Brownston Street, Wanaka

Name: Legend Terrace Limited (<sup>5</sup>/120 share)  
 Address: WHK Cook Adam Ward Wilson, 11 Brownston Street, Wanaka



Name: Neil Kenneth Barker and Jennifer Margaret Barker (2/120 share)  
Address: Unit 1, 6 Edward Street, Noosaville, Queensland 4566,  
Australia

Name: Neville Morris Kershaw and John Robert Denny Leslie (2/120 share)  
Address: c/- 8 Lauriston Street, Andersons Bay, Dunedin

Name: Stuart David McKay MacLachlan, Barbara Jane (8/120 share)  
MacLachlan and Macalisters Trustees as Trustees of the  
Lora Family Trust  
Address: 246 Felton Road, Bannockburn, Cromwell

Name: Wanaka Road Wines Limited (16/120 share)  
Address: WHK Cook Adam Ward Wilson, 21 Brownston Street, Wanaka

To take and use 200,000 litres per hour of surface water from an unnamed tributary of the Kawarau arm of Lake Dunstan

for the purpose of irrigation

for a term expiring 1 October 2021

Location: On the true right bank of an unnamed tributary of the Kawarau Arm of Lake Dunstan (known locally as Long Gully Creek), approximately 2.8 kilometres upstream of the confluence of the tributary with Lake Dunstan.

Legal description of land at adjacent point of take: Pt Sec 51 Blk II Cromwell SD

Map reference: NZMS 260 F41:034-629

This document is a deemed permit within the meaning of Sections 413-417 of the Resource Management Act 1991. It is a renewal of permits 3069A and B which were issued in substitution of Water Race licence 1842Cr, which was granted in the Cromwell Wardens Court on 16 December 1905.

### Conditions

1. The total abstraction authorised by this permit shall not exceed:
  - (a) 200,000 litres per hour; and
  - (b) 4,800,000 litres per day
2. Appended is a schedule of provisions from the former Water and Soil Conservation Amendment Act 1971 that apply to this deemed permit according to Sections 413(2), 413(3A) and 413(4) of the Resource Management Act 1991. In particular the deemed permit holder shall:
  - (a) Take all practical steps to ensure that water taken under this deemed permit is not allowed to run to waste. [Ref. Water & Soil Conservation Amendment Act 1971 S14 (1)(d)]





- (b) Install a flow measuring device at the point of take with an accuracy of +/- 10%. The deemed permit holder shall keep a record of the amount of water that is taken at these intakes by recording the daily volume of water in cubic metres and the rate at which water is taken and shall forward a copy of that record to the Consent Authority on request. [Ref. Water & Soil Conservation Amendment Act 1971 S14 (1)(h)]
- (c) Maintain the water race in good order and repair so as to minimise water losses from the race and to minimise the risk of flooding and damage to property as a result of overtopping of the water race or failure of the water race embankment. [Ref. Water & Soil Conservation Amendment Act 1971 S14 (1)(c) & ( d)]

**Note:**

1. **Priorities:**  
Permits which can exercise priority over this permit: None  
Permits which this permit can exercise priority over: None
2. Also appended is a diagram of the relative location of the permit.
3. All single take domestic and stock water users have right to water before any other user, including a mining privilege holder.

Issued at Dunedin this 14<sup>th</sup> day of August 2006

Reissued at Dunedin this 22<sup>nd</sup> day of April 2008 to reflect a part transfer of holders.

Reissued at Dunedin this 29<sup>th</sup> day of August 2008 to reflect a part transfer of holders.

Reissued at Dunedin this 9<sup>th</sup> day of October 2008 to reflect a full transfer of holder.



**Julene Ludlow**

**Manager Resource Management Administration**

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**Appendix 19: Copy of an unregistered Deemed Permit pursuant to Section 413-417 of the Resource Management Act 1991 in favour of M J & M J Little being trustees of the Little Orchard Trust and Domain Road Limited, in consent 2002.450**

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Consent No: 2002.450

## DEEMED PERMIT

This is a Deemed Permit pursuant to Sections 413-417 of the Resource Management Act 1991.

Name: [~~Carriek Irrigation Company Limited~~] *transferred 25 May 2004*  
Address: [~~283 Bannockburn Road, Cromwell~~]

Name: Domain Road Limited (½ share)  
Address C/- Polson Higgs & Company, 139 Moray Place, Dunedin

Name: Malcolm James Little and Murray James Little being Trustees of the Little Orchard Trust (½ share)  
Address: C/- Pisa Moorings, R D 3, Cromwell

to take and use up to 73,354 cubic metres per month at a maximum rate of up to 101.8 cubic metres per hour of water from Pipeclay Gully during the period of 1 March to 31 October in each year.

for the purpose of irrigation and stockwater supply

for a term expiring 1 October 2021

Location of Point of Take: From Pipeclay Gully at a point approximately 2.5 kilometres upstream of where Pipeclay Gully runs under Felton Road, Bannockburn.

Legal description of land at point of take: Part Run 330A Block II Bannockburn Survey District.

Map reference: NZMS 260 F41:054-613

This document is a deemed permit within the meaning of Section 413-417 of the Resource Management Act 1991. It is a renewal of water race licence 4279, which was granted in Cromwell on 14 November 1942.

### Conditions

1. That the abstraction authorised by this permit shall only be exercised during the period 1 March to 31 October and shall not exceed:
  - a) 101.8 cubic metres per hour per hour
  - b) 17,116 cubic metres per week
  - c) 73,354 cubic metres per month
2. Appended is a schedule of provisions from the former Water and Soil Conservation Amendment Act 1971 that may apply to this deemed permit.
3. The Deemed Permit holder shall install and maintain a measuring device with an accuracy of +/- 5% in the following locations;
  - a) Pipeclay Gully mainstream flow downstream of the point of take and,
  - b) in the water race near the point of take for this Deemed Permit.and,

the Deemed Permit holder shall keep a record of the extent to which this Deemed Permit is exercised by recording the weekly volume of water (m<sup>3</sup>) and rate at which the water is taken and shall forward a copy of that record to the Consent Authority on request.

4. In the event of any dispute arising between the holders of this Deemed Permit and the holders of Deemed Permit 93463, then in all cases the onus of proving that the rights belonging to the holders of Deemed Permit 93463 have been fully supplied, shall not rest on the holder of this Deemed Permit.

**Note:**

1. **Priorities:**

Deemed Permits which can exercise priority over this permit:

Water Race No.	Priority Date	Location	Volume (m <sup>3</sup> /hour)	Registered Shareholders
WR3705Cr	6.02.1893	Pipeclay Gully	50	Layard Estates Ltd.

Deemed Permits over which this permit can exercise priority: Nil

2. Also appended is a diagram of the relative locations of the permits.
3. That all single domestic and stock water users have right to water before any other user, including mining privilege holders.

Issued at Dunedin this 20<sup>th</sup> day of September 2002

*Reissued at Dunedin this 31<sup>st</sup> day of May 2004 to reflect a transfer of holder.*

Marian Weaver  
**Manager Consents**

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**Appendix 20: Copy of an unregistered Water Permit pursuant to Section 104(C) of the Resource Management Act 1991 in favour of The Carrick Irrigation Company Ltd, in consent 2004.117**

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Consent No. 2004.117

**WATER PERMIT**

Pursuant to Section 104C of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Carrick Irrigation Company Limited

Address: 283 Bannockburn Road, Cromwell

To retake water from Pigroot Gully that has been discharged into the gully

for the purpose of irrigation

for a term expiring 1 October 2021

**Location:** The three points of re-take are in Pigroot Gully which is a tributary of Shepherds Creek, Bannockburn. The details of each retake site are as in the following table;

Retake site no.	Retake site distance upstream of the confluence of Pigroot Gully and Shepherds Creek (kilometres)	Legal description of land at point of re-take;	Map reference; (NZMS 260 series)
1	1.2	Section 33B Block I Bannockburn SD	F42:067-593
2	2.2	Pt Run 330A Blk II Bannockburn SD	F42:060-586
3	2.4	Pt Run 330A Blk II Bannockburn SD	F42:059-585

**Conditions:**

1. (a) That water is only taken at the points of retake when water is contemporaneously being discharged from the Carrick Irrigation Company Limited main water race or the Carrick Irrigation Company Ltd water race from Adams Gully and;
  - (b) the retakes shall not exceed the following amounts at any one point of take or as a total from the three points of retake;
    - (i) 81 litres per second
    - (ii) 6,998 cubic metres per day
    - (iii) 213,439 cubic metres per month
    - (iv) 1,707,512 cubic metres per month
2. That the amount of water taken at retake point 1 does not exceed the amount of water being discharged into Pigroot Gully from the distribution race with the discharge point on the boundary of Section 56 and Section 55, Block I, Bannockburn SD.
3. That the amount of water taken at either of retake points 2 and 3 does not exceed the combined amount of water that is being discharged into Pigroot Gully from

the Carrick Irrigation Company Ltd main race and the Carrick Irrigation Company Ltd water race from Adams Gully.

4. The consent holder shall allow all natural flow in Pigroot Gully to bypass the points of retake.
5. The consent holder shall maintain a residual flow of 3 litres per second in Pigroot Gully stream immediately downstream of the point of retake 1 at all times when this point of re-take is being exercised.
6. The consent holder shall install and maintain a flow-measuring device with an accuracy in the range of +/- 10% to record the amount of water being discharged at each discharge point and the amount of water being taken at each point of retake and;
  - (a) The flow measuring device shall have a means of visually determining the flow through the device
  - (b) The flow measuring devices shall be installed as close as is practicable to the points of discharge and the points of re-take in Pigroot Gully.
  - (c) The consent holder shall ensure the full operation of the water measuring device for the water races, and any associated devices, at all times during the exercise of this consent.
  - (d) Evidence that the flow measuring devices have been installed and calibrated for the required accuracy and range of flows shall be supplied to the Regional Council within 6 months of granting this consent.
7. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within 3 months of each fifth anniversary of the commencement of this consent for the purpose of:
  - (a) altering the requirement for measuring the volume of water taken or discharged.
  - (b) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the deemed permit at the upstream point of take and which it is appropriate to deal with at a later stage;
  - (c) ensuring the conditions of this consent are consistent with any National Environmental Standards; and,
  - (d) adjusting or altering the method of water take data recording and reporting to the Consent Authority.

Issued at Dunedin this 15<sup>th</sup> day of September 2004

*Reissued at Dunedin on the 17<sup>th</sup> day of September 2004 to correct legal description of land at point of retake for sites (1) and (2).*

Selva Selvarajah

**Director Resource Management**

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**Appendix 21: Copy of an unregistered Water Permit pursuant to Section 104(C) of the Resource Management Act 1991 in favour of A G Merrilees and S L Parker being trustees of the Rae Family Trust, P S & J M Preston, M D & S A Turner, and G C & D L Hamilton, in consent.**  
**2004.283**

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Consent No: 2004.283

## WATER PERMIT

Pursuant to Section 104C of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Peter Stewart Preston and Jane Margaret Preston

Address: Jocelyn Road, Bannockburn, RD 2, Cromwell

Name: Maurice Desmond Turner and Shirley Allison Turner

Address: Jocelyn Road, Bannockburn, RD 2, Cromwell

Name: Allan Graeme Merrilees and Stewart Leslie Parker being the trustees of the Rae Family Trust

Address: Jocelyn Road, Bannockburn, RD 2, Cromwell

Name: Gareth Callan Hamilton and Donna Louise Hamilton

Address: 100 Ringaringa Road, Stewart Island

To take and use surface water as primary allocation from Adams Gully Creek and a tributary of Adams Gully Creek

for the purpose of irrigation

for a term expiring 1 October 2021

Location of activity: On Kawarau Station, approximately 1.5 kilometres south from the southern end of Jocelyn Road, Bannockburn

Legal description of land adjacent to point of abstraction: Pt Run 330A Blk 2, Bannockburn S D

Map references: NZMS 260 F42:063-577 (Adams Gully Creek)  
NZMS 260 F42:063-580 (Tributary of Adams Gully Creek)

### Conditions:

1. This permit shall only be exercised for irrigation during the period of 1 October to 1 May inclusive. The rate of abstraction shall not exceed
  - (a) 35 litres per second;
  - (b) 3,000 cubic metres per day;
  - (c) 21,000 cubic metres per week;
  - (d) 53,000 cubic metres per month;
  - (e) 371,000 cubic metres per year.

Note: water may be taken at any time for domestic or stock water purposes.

2. The consent holder shall ensure that:
  - (a) the volume of water used for irrigation does not exceed soil field capacity of the irrigated areas;
  - (b) the irrigation does not cause surface runoff;
  - (c) leakage from pipes and structures is avoided;
  - (d) the use of water onto non-targeted areas is avoided;
  - (e) irrigation induced soil erosion and soil pugging does not occur;
  - (f) soil quality is not degraded as a consequence of irrigation; and
  - (g) loss of water, nutrients, and agrichemicals by percolation to groundwater is minimised.
  
3.
  - (a) The consent holder shall install a water measuring device with an accuracy of +/- 10% and a data logger with at least 12 months data storage. The consent holder shall keep a record of the extent to which this consent is exercised by recording the daily volume of water (cubic metres) and rate at which water is taken and shall forward a copy of that record to the Consent Authority by 31 May each year or at any other time on request.
  
  - (b) The installation and maintenance of the water measuring device and any associated devices shall be performed in accordance with manufacturer's specifications and to New Zealand Quality Standard ISO 4064;
  
  - (c) The water measuring device shall be installed as close as is practicable to the second point of take past where the tributary of Adams Gully Creek runs into the race.
  
  - (d) The consent holder shall ensure the full operation of the water measuring device and any associated devices at all times during the exercise of this consent. All malfunctions of the water measuring device and/or any associated devices during the exercise of this consent shall be reported to the Consent Authority within 6 hours of observation and appropriate repairs shall be performed within 48 hours or otherwise as soon as is practicable following the observation of malfunction;
  
  - (e) The installation of the water measuring device and any associated devices shall be completed to full and accurate operation within one month of the exercise of the consent. The consent holder shall forward a copy of the installation certificate to the Consent Authority within one month of installing the water meter and any associated devices.
  
  - (f) The water measuring and any associated devices should be safely accessible by the Consent Authority and its contractors at all times;
  
  - (g) The water measuring device and any associated devices must be serviced by a certified operator at least every five years. Receipts of service shall be made available to the Consent Authority on request.
  
4. The permit shall be exercised under the control of any Water Allocation Committee established by the Consent Authority which operates in the Bannockburn area.

5. The Consent Authority may, in accordance with sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within 3 months of each anniversary of the commencement of this consent for the purpose of:
- (a) adjusting the amount or rate of abstraction of water under condition 1, should monitoring under condition 3 indicate that the allocation is excessive for the ongoing use; or
  - (b) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage; or
  - (c) ensuring the conditions of this consent are consistent with any National Environmental Standards; or
  - (d) adjusting or altering the method of water take data recording and transmission.

Issued at Dunedin this 19<sup>th</sup> day of October 2004

*Reissued at Dunedin this 14<sup>th</sup> day of December 2004 to correct the address of G C and D L Hamilton.*

Selva Selvarajah  
Director Resource Management  
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**Appendix 22: Copy of an unregistered Discharge Permit pursuant to Section 105 of the Resource Management Act 1991 in favour of The Bannockburn Irrigation Society Incorporated, in consent 96370**

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**DISCHARGE PERMIT**

Pursuant to Section 105 of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Bannockburn Irrigation Society Incorporated

Address: Trevor Lloyd, 15 Schoolhouse Road, Bannockburn, RD2, Cromwell

To take and use surface water as primary allocation from Shepherds Creek.

For the purpose of: Irrigation supply

For a term expiring: 1 January 2022

Location of Point of abstraction: Shepherds Creek, Bannockburn

Legal description of land adjacent to point of abstraction: SO 12908

Map reference: of point of abstraction NZMS 260 F42:078-575

**Conditions**

1. That the abstraction authorised by this permit shall not exceed:
  - a) 300 000 litres per hour
  - b) 50 400 cubic metres per week
  - c) 216 000 cubic metres per month

Issued at Dunedin this 20<sup>th</sup> day of December 1996.

Reissued at Dunedin this 8<sup>th</sup> day of April 2009 to correct holder of consent, location and legal description.

Christopher P. Shaw  
Manager Consents

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**Appendix 23: Copy of an unregistered Deemed Water Permit pursuant to Section 413-417 of the Resource Management Act 1991 in favour of Kwarau Station Limited, in consent 95881**

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CONFIDENTIAL



Otago Regional Council

Consent No. 95881

Our Reference: A520029

**DEEMED WATER PERMIT**

Under Sections 413-417 Resource Management Act 1991, the Otago Regional Council grants consent:

Name: [~~Richard John Anderson~~] *Transferred 21 March 2013*

Address: [~~C/o Bodkins, P O Box 268, Alexandra~~]

Name: Kawarau Station Limited

Address: Level 1, 69 Tarbert Street, Alexandra

To take 100,000 litres per hour from Shepherds Creek

For a term expiring on 1 October 2021.

For the purpose of irrigation

Legal description of consent location: Section 64, Block I Bannockburn Survey District.

Map reference NZTM 2000 E1297966 N4997909

This document is a deemed permit within the meaning of Sections 413-417 of the Resource Management Act 1991. It is a renewal of permit 2842 which was granted in substitution of water race licence WR4932Cr which was granted in Cromwell on 15 February 1928.

**Conditions**

1. The following priorities attach to this permit:

Permits which can exercise priority over this permit: None

Permits over which this permit can exercise priority: None

Permits over which this permit may, or may not, be able to (unknown priority ranking):

23284(31)	Tuckers Gully	200,000 l/h	Bannockburn Irrig'n
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2. Appended is a schedule of provisions from the former Water and Soil Conservation Amendment Act 1971 that may apply to this deemed permit and a diagram of the relative locations of the permits.



COUNTERPART



Otago  
Regional  
Council

Issued at Dunedin this 28<sup>th</sup> day of February 1996

*Reissued at Dunedin this 5<sup>th</sup> day of June 2013 to reflect the transfer of holder from  
Richard John Anderson to Kawarau Station Limited and to update map reference and  
priority information*

A handwritten signature in black ink, appearing to read 'C. P. Shaw'.

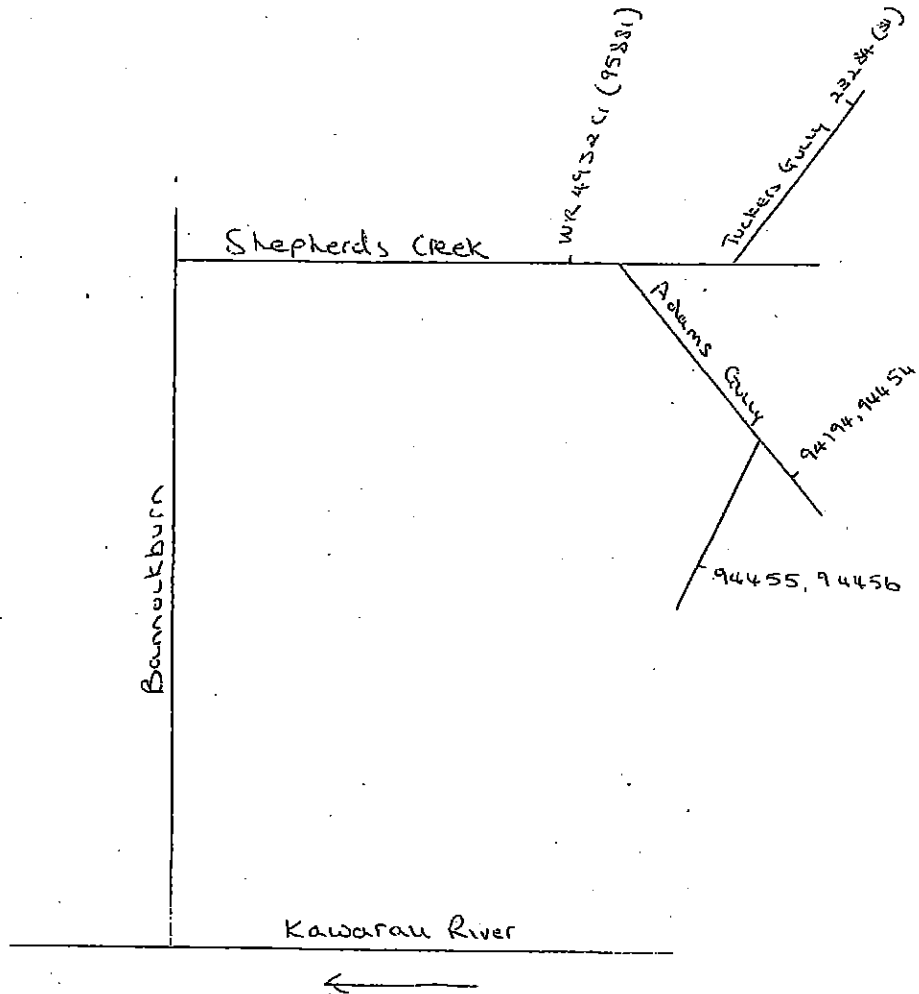
Christopher P Shaw  
Manager Consents



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COUNTERPART



COUNTERPART

**Water and Soil Conservation Act Amendment 1971**

In this context "current mining privilege" means:

- (a) Any mining privilege in respect of water which was subsisting or in force immediately before 1 April 1973 and which was granted under the Mining Act 1926 after 9 September 1966, and
- (b) Any mining privilege in respect of water which was so subsisting or in force and which was granted under the Mining Act 1926 or any former Mining Act on or before 9 September 1966 to the extent that it has been authorised under S 21(2) of the WSCA 1967 (as amended by WSCA and 1969).

S4 **Water Race Licence** – Every current mining privilege that is a water race licence shall during its currency entitle the holder of the privilege to cut, construct, and maintain a water race, or to use as a water race any natural channel, on the land specified in and in accordance with the conditions of the licence; and also, by means of the race, to divert and use the quantity of water specified in the licence from any watercourse on or running through or adjoining the land in order to continue to supply, sell or dispose of the water for any of the purposes specified in the licence:

provided that where any such licence was granted before 10 September 1966 the diversion and use of water shall be restricted to the extent that it has been authorised under S 21(2) WSCA 1967 (as amended by WSCA and 1969).

S5 **Dam Licence** – Every current mining privilege that is a dam licence shall, during its currency, entitle the holder of the privilege to excavate, construct, maintain and use a dam in accordance with conditions of the licence for the storage of water for any of the purposes specified in the licence:

provided that where any such licence was granted before 10 September 1966 the volume of water stored shall not exceed that authorised under S 21(2) WSCA 1967 (as amended by WSCA and 1969).

S6 **Drainage Area Licence** – Every current mining privilege that is a drainage area licence shall during its currency, entitle the holder of the privilege to the exclusive right to collect and store the water that naturally lies within, or falls upon or percolates through the area of land specified in the licence:

provided that where any such licence was granted before 10 September 1966 the collection and storage of water shall be restricted to the extent that it has been authorised under S 21(2) WSCA 1967 (as amended by WSCA and 1969).

S7 **Tail-Race Licence** – Every current mining privilege that is a tail race licence shall during its currency entitle the holder of the privilege to cut, construct, and use as a race in order to carry off water tailings, sludge, and other refuse or waste from mining operations within the meaning of the Mining Act 1971, or to serve as a ground sluice or race for saving gold:

provided that the holder of the privilege shall not be entitled to treat any portion of the tail race as a ground sluice or race for saving gold:

provided that where any such licence was granted before 10 September 1966 the carrying off of the water, tailings, sludge and other refuse or waste shall be restricted to the extent that it has been authorised under S 21(2) WSCA 1967 (as amended by WSCA and 1969).

S8 **Main Tail-Race Licence** – Every current mining privilege that is a main tail race licence shall during its currency entitle the holder of the privilege to cut, construct, and maintain a race in order to carry off from such claims or tail races as are specified in the licence any water, tailings, sludge, and other refuse or waste from mining operations within the meaning of the Mining Act 1971:



COUNCIL REPORT

provided that where any such licence was granted before 10 September 1966 the carrying off of the water, tailings, sludge and other refuse or waste shall be restricted to the extent that it has been authorised under S 21(2) WSCA 1967 (as amended by WSCA and 1969).

- S9 Mining Debris, etc, not to enter public water supply –**
- (a) It shall not be lawful to allow the water in any water race, or any watercourse with which any such race is connected or by which it is fed, to be used for the carrying off of any tailings, mining debris, or waste water from mining operations within the meaning of the Mining Act 1971, if the race is held and used by a local authority for the purpose of supplying water to the public:
- (b) (a) above shall not apply in the case of any watercourse duly proclaimed under the Mining Act 1926 or any former Mining Act as a watercourse into which tailings, mining debris, or waste water may be discharged, nor in the case of any tail race lawfully discharging into any watercourse below the point at which any water race is connected with or fed by the watercourse and the discharge of the tail race does not, except in unforeseeable circumstances, back up and enter any water race with which it is connected.
- S10 Occupation of land for construction, etc of race or dam.** For the purposes of the construction, maintenance and improvement of any race or dam for which a current mining privilege has been granted, and for the deposit of soil and other matter removed from the race or dam, the privilege shall, during the currency thereof, entitle the holder of the privilege to occupy the land forming the course of the race or, as the case may be, the site of the dam, and also such other land as is specified in that behalf in the privilege.
- S11 Retention of right of priority –** Every holder of a current mining privilege who holds a right that was conferred by the Mining Act 1926 or any former Mining Act, and was in force at April 1973 entitling him to exercise the privilege with priority over any other user of water shall retain that right of priority during the currency of the privilege and of any right granted to him under the WSCAA 1967 in substitution for the privilege on its expiry, until he agrees in writing to a lower order or priority in respect of the privilege and the agreement is notified in writing to the consent authority.
- S12**
- (1) On the application in writing of a holder of a current mining privilege, the consent authority shall supply the holder with a certificate in writing as to the order of priority, as disclosed by its records, of the privilege in relation to any other current mining privilege or right granted under the principle Act.
- (2) Every certificate given under this section shall be admitted by all Courts as sufficient evidence of the order of priority specified therein in the absence of proof to the contrary.
- S13 Exercise of priority –** In any case where the water flowing in any watercourse is insufficient to supply fully all the races lawfully connected therewith, the holder of any right granted or authorised under WSCA 1967 or the holder of any current mining privilege in respect of the watercourse shall, on receipt of a notice in writing from the holder of a superior privilege stating that the supply of water in respect of the superior privilege is less than he is entitled to, forthwith cease to use the water or so much thereof is required to make up the full supply in respect of the superior mining privilege; and, if he fails or neglects to do so, he shall be deemed to be wrongfully using the water, in which case the holder of the superior privilege shall be entitled, in any Court of competent jurisdiction, to recover damages for loss of water, and also to restrain by injunction the holder from wrongfully using the same.
- S14 Obligations of holders of current mining privileges –**
- (1) Except as otherwise provided in the WSCA 1967 or as authorised by a current mining privilege, the holder of any such privilege shall, as such holder:
- (a) Not alter the intake of the water, or use for diverting the water any race other than the race authorised by the privilege:
- (b) Not exercise the privilege except for the purpose authorised thereby:

COUNTERPART

- (c) *Not exercise the privilege in such a manner as to injure directly any structure, building, bridge, or public road:*
- (d) *Take such action as the consent authority may direct to prevent any water that he may lawfully divert from running to waste:*
- (e) *Not have any right or remedy whatsoever against any person in respect of the discharge of tailings, debris, refuse, or waste water into any watercourse by that person in the lawful carrying on of mining operations within the meaning of the Mining Act 1971:*
- (f) *Comply fully with all conditions and restrictions attaching to the privilege, except to the extent that any may be dispensed with in writing by the consent authority for such period as the consent authority may specify:*
- (g) *Maintain in good repair, order, and condition, to the satisfaction of the consent authority, all bridges and culverts permitting public or private access over water races which have been constructed to enable the privilege to be exercised:*
- (h) *Record in such manner, and furnish to the consent authority such information in respect of the exercise of the privilege as the consent authority may from time to time require.*
- (2) *On the application of any person or local authority likely to suffer damage or injury from unfitness, disrepair, or weakness of any dam (other than a dam owned by the Crown), the Board may order the dam to be inspected by any duly qualified engineer, and, after hearing the holder of the licence in respect of the dam and all interested parties, and after consultation with an Inspector of Mines, the Board may give such directions for the repair or strengthening of the dam or otherwise, and upon such terms as to costs and otherwise (including the expenses of the engineer), as it thinks fit.*
- (3) *In this section, "dam" means a natural or artificial barrier that retains water.*
- S16 (1) *No current mining privilege shall confer any right to the use of natural water as against any person requiring a reasonable quantity for his own domestic needs or for the needs of animals for which he has any responsibility or for or in connection with fire-fighting purposes.*
- (2) *In the event of any dispute arising as to what constitutes a reasonable quantity of water for the purposes of subsection (1) of this section, the consent authority, after hearing the parties to the dispute, shall determine the matter; and the consent authority, after hearing the parties to the dispute, shall determine the matter; and the consent authority's decision shall be final and conclusive.*
- S19(1) *The Governor-General may take, purchase or acquire any current mining privilege as for a public work under the Public Works Act 1981 as otherwise, and hold, sell or lease or otherwise dispose of the privilege to any person in the same manner in as respects as if he were a private person.*
- S19(4) *A current mining privilege held by or on behalf of the Crown shall not be determinable by the effluxion of time, but shall notwithstanding anything in this Act, continue in force until surrendered by the Crown by notice in writing to the consent authority.*
- S19(5) *The Crown or any duly authorised person on the Crown's behalf may use or authorise the use of any current mining privilege held by the Crown for any purpose in connection with a public work or for any purpose for which it was being used at the commencement of this Part of this Act.*
- S23(1) *Incidents attaching to a current mining privilege held by a local authority-*
- (1) *A current mining privilege held by a local authority -*
- (a) *Shall confer on the local authority the same rights, powers, and remedies, and impose upon it the same liabilities, as in the case of a private person; and*
- (b) *A current mining privilege held by a local authority shall not be determinable by the effluxion of time, but shall continue in force notwithstanding the expiry of the*

*term for which it was granted, until it is surrendered by the local authority by notice in writing to the consent authority.*

- (2) *A local authority shall have authority and control over the entire length of any water race held by it under a current mining privilege, notwithstanding that the race may extend beyond the limits of the district within which the local authority has jurisdiction.*
- S30 (1) *The consent authority shall, on payment of the prescribed fee, furnish to any person applying for it, a certified copy of any current mining privilege held by the consent authority under this Part of this Act.*
- (2) *Every such certified copy shall be received in evidence for all purposes for which the original privilege might be put in evidence.*
- S31 *Produced privileges to be open for search – Any person may, for the purpose of inspection, without fee, have access to any current mining privilege filed with the District Land Registrar under this Part of this Act, during the hours and on the days appointed by any regulations for the time being in force under the Land Transfer Act 1952.*
- S32 (1) *On the receipt by the District Land Registrar of:*
- (a) *A surrender under the principal Act of all or part of a current mining privilege;*  
*or*
- (b) *A copy of an order of the Court cancelling the current mining privilege – he shall note the particulars on his record copy of the privilege affected.*
- (2) *If a current mining privilege has been wholly surrendered, or has been cancelled by the Court, and notice of the existence of the privilege appears on a certificate of title, lease, licence to occupy, provisional register, or other instrument of title under the Land Transfer Act 1952, the District Land Registrar shall, on receipt of notice of the surrender or cancellation from the consent authority, note the certificate of title, lease, licence to occupy, provisional register, or other instrument, to the effect that the privilege has been surrendered or cancelled, as the case may be.*

**Appendix 24: Copy of an unregistered Deed of Easement in favour of Vodafone New Zealand Limited**

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**THE COMMISSIONER OF CROWN LANDS  
VODAFONE NEW ZEALAND LIMITED**

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**EASEMENT DEED**

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DEED dated

16 September

2002

**PARTIES** THE COMMISSIONER OF CROWN LANDS at Wellington (Grantor)

**VODAFONE NEW ZEALAND LIMITED** (hereinafter with successors and permitted assigns called the Grantee)

## BACKGROUND

- A. The Grantee wishes to use part of the Grantor's Land (as set out in the First Schedule) for Telecommunication purposes and has negotiated with the Grantor and the Lessee for the grant of the easements as outlined in clause 2 of this Deed.
- B. The Grantor has agreed to grant to the Grantee easements over the Grantor's Land on the terms and conditions set out in this Deed.

## TERMS OF THIS DEED

### 1. Definitions and Interpretations

#### 1.1 In this Deed (including the Schedules):

"Deed" means this deed, the background and the schedules.

"Easement Land" means the area of the Grantor's Land delineated in the plan in the Second Schedule within which the Grantee may exercise the rights granted by this Deed.

"Grantee" includes the Grantee's servants, agents, employees, workers, invitees, licences and contractors.

"Lessee" means the lessee in the Pastoral Lease.

"Lines" or "Line" means a wire or wires, cable, conduit or conductor of any kind (including a fibre optic cable) used or intended to be used for Telecommunications or for the transmission of electricity and includes any pole, tower, mast, antenna, insulator, casing, transformer, fixture (major or minor), tunnel or other equipment or material used or intended to be used for supporting, enclosing, surrounding or protecting any such wire(s), cable, conduit, or conductor and also includes any part of a Line and includes "Existing Lines" as that term is defined by the Telecommunications Act 1987 and its amendment.

"Pastoral Lease" means the Pastoral Lease recorded in the Register-book as Volume 13A Folio 632 (Otago Registry).

"Telecommunication" means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature whether by electromagnetic waves or not at any frequency and whether for the information of any person or not and includes any utility supply whether underground or overground incidental to Telecommunication.

"Works" means a Line and any instrument, tower, mast, radio apparatus comprising transmitters or receivers or any combination of them, furniture, plant, office, building, security, fence, equipment, machinery, engine, excavation, or work of any description used for the purpose of or in connection with the Grantee's operations and/or

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Telecommunication and includes "Existing Works" as defined in the Telecommunications Act 1987 and its amendments.

1.2 In the interpretation of this Deed unless the context otherwise requires:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Deed;
- (b) references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to and;
- (c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

## 2. Grant of Easement

2.1 Pursuant to section 60 of the Land Act 1948 the Grantor grants to the Grantee, for a term of 19 years, commencing on 19 May 1997 and expiring on 18 May 2016 the following easements:

- (a) An easement in gross from time to time and at all times to convey Telecommunication in gross over that part of the Grantor's Land which is marked "A" on the attached plan.
- (b) A right of way easement in gross over that part of the Grantor's Land which is marked "B" on the attached plan.
- (c) An easement in gross over that part of the Grantor's Land which consists of a three (3) metre wide strip of land centred on the line marked "C" on the attached plan being a right to convey electric power to the area marked "A" by means of overhead or underground lines.

2.2 The Grantee shall have the right from time to time and at all times to enter, exit, pass through and remain on, under or over such part of the Grantor's Land as is reasonable for the exercise of the rights granted under this Deed with or without vehicles or machinery necessary for such purposes.

2.3 The rights granted under this Deed, except in relation to the right granted under clause 2.1(a) above in respect of the area marked "A" are non-exclusive and are, subject to clauses 7 and 8 below, exercisable in common with the Grantor and any other person having similar rights either now or in the future.

## 3. Consideration

3.1 In consideration of the grant of easement in this Deed:

- (a) the Grantee shall pay the Grantor a lump sum payment of \$17,200.00 plus GST (receipt of which is acknowledged by the Grantor);
- (b) the Grantee shall observe the obligations imposed on it under this Deed.

## 4. Registration

4.1 It is intended that this easement shall be registered pursuant to section 60 of the Land Act 1948.

5. **Payment of Compensation to Lessees**

5.1 The Grantee has entered into an agreement with the Lessee (attached as schedule 3) recording payment of an annual sum to the Lessee by the Grantee, during the term that the Grantee exercises the rights granted under this Deed. In that agreement the Lessee:

- (a) acknowledges that such payment is in lieu of any compensation by the Grantor pursuant to section 60(1) of the Land Act 1948; and
- (b) waives their right to any compensation from the Grantor in respect of the grant of easement in this Deed.

6. **Obligations of the Grantee**

6.1 The Grantee shall when on the Grantor's Land (subject to clause 2.2):

- (a) wherever possible remain on the constructed roads and tracks and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- (b) immediately after passing through any gates, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- (c) take all reasonable precautions for guarding against any danger (including, but without limitation, fire, physical damage or disease), and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this clause 6.1(a)) comply with all conditions that may be imposed from time to time by the Grantor acting reasonably or any lawful authority;
- (d) ensure that as little damage or disturbance as possible is caused to the surface of the Grantor's Land and that the surface is restored as nearly as possible to its former condition and any other damage done by reason of the activities permitted on the Easement Land by this Deed is repaired forthwith;
- (e) the Grantee shall only enter onto the Grantor's Land pursuant to this Deed and upon reasonable prior notice **EXCEPT** in an emergency where the Grantee may enter without notice if necessary provided that subsequent notice is given as soon as practicable. In both cases notice shall be given to both the Grantor and the Lessee (if any);
- (f) The Grantee shall, at its cost, maintain and repair to the satisfaction of the Grantor any part of the Grantor's Land, including the tracks, fences, gates, drains, buildings or other structures, which is damaged by the Grantee **PROVIDED THAT** the obligation to maintain and repair shall only arise if the damage is caused directly or indirectly by the Grantee;

6.2 The Grantee shall compensate the Grantor for any loss suffered by the Grantor or the Lessee resulting directly from the actions of the Grantee.

6.3 The Grantee shall at all times in the exercise of the rights set out in this Deed not obstruct or hamper the Grantor or the Lessee, or any agents, employees and contractors of the Grantor or the Lessee, in its or their normal or reasonable use of the Grantor's Land.

6.4 The Grantee shall not at any time except with the prior written approval of the Grantor carry out any activity which is not included within clause 2 of this Deed on the

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Grantor's Land, or do any other thing which would affect the ability of the Grantor or the Lessee to use the Grantor's Land.

6.5 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed.

6.6 The Grantee shall at all times use all reasonable endeavours to keep the area marked "A" clear of noxious weeds and pests.

## 7. Access Track

7.1 If the Grantee has exclusive use of the access track the subject of the right of way easement granted under clause 2.1(b), the Grantee shall maintain it at its own expense to a standard sufficient for use by four wheel drive vehicles, save when the track is impassable by reason of snowfall. Where such track is an existing farm track and use thereof is shared with the Lessee, then the parties agree that given the expected infrequent use by the Grantee, the Grantee shall not be liable to maintain the track but shall if called upon by the Lessee contribute a fair share (based on the proportion of use by the Grantee in relation to use by other users and the Lessee) towards the maintenance and upkeep of such track to a standard sufficient for use by four wheel drive vehicles.

7.2 Where considered necessary by the Grantee, the Grantee may at its own expense form a metalled surface access track suitable for four wheel drive vehicles over the area marked "B" on the Grantor's Land and shall maintain that access track to a standard sufficient for use by four wheel drive vehicles, save when the track is impassable by reason of snowfall.

## 8. Ownership of Structures

8.1 All structures, Lines and Works placed by the Grantee for the purposes of exercising the rights of the Grantee created by this Deed will remain the property of the Grantee and no part of them will become a fixture on the Grantor's Land.

8.2 The Grantee will, on the expiry of the term or sooner determination of the rights created by this Deed, remove all structures, Lines and Works from the Easement Land within one month and will restore the Grantor's Land to as near as reasonably possible the condition that it was in at the commencement of this Deed.

8.3 If the Grantee has not taken the steps set out in clause 8.2 within the specified time frame, the Grantor may remove all structures, Lines and Works from the Easement Land and restore the Grantor's Land as near as reasonably possible to the condition that it was in at the commencement of this Deed and recover all costs incurred from the Grantee.

8.4 Subject to the prior consent of the Grantor (which consent shall not be unreasonably withheld or delayed, but without limiting the right of the Grantor to charge any third parties a reasonable consideration), the Grantee may share the use of any structures, Lines or Works placed by it on the Grantor's Land with any third parties, the Grantor or the Lessee on the basis that such users will contribute towards the capital costs of such structures, Lines or Works and will contribute towards the maintenance and upkeep of such structures, Lines or Works. If such sharing of use occurs, then the Grantee may, on the expiry of the term or sooner determination of the rights created by this Deed, instead of removing such structures, Lines or Works, offer to sell such structures, Lines or Works to any of the users.

## 9. Costs

- 9.1 The Grantor shall pay the Grantee's costs in engrossing this Deed and in obtaining execution by the parties. The Grantor shall also pay the reasonable costs incurred by the Lessee in seeking legal advice on the form of this Deed.
- 9.2 The Grantee shall bear all other of its own costs in relation to the negotiation, registration and enforcement of any provisions in this Deed.
- 9.3 All costs for the installation of structures, Lines and Works, and carrying out of Works, permitted by this Deed shall be at the Grantee's costs.

**10. Indemnity**

- 10.1 The Grantee hereby indemnifies the Grantor against any direct loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor arising directly out of the Grantee's use of the Grantor's Land in breach of this Deed. In any event, the extent of the Grantee's liability is not to exceed NZ\$1,000,000.00 in respect of any occurrence or series of related occurrences.

**11. Grantor's Liability Excluded**

- 11.1 Under no circumstances will the Grantor be liable in contract, tort, or otherwise to the Grantee for any expense, costs, loss, injury, or damage whether consequential or otherwise, arising directly or indirectly from this Deed or any activity undertaken by the Grantor on the Grantor's land, unless the expense, cost, loss, injury or damage is the direct result of the default, wilful act or negligence of the Grantor.

**12. Termination**

- 12.1 The Grantor may terminate the rights created by this Deed in accordance with clause 12.2 if the Grantee breaches any of the terms of this Deed and the breach is unable to be rectified, or remains unrectified within 7 days or such other time as the parties may agree or as may be reasonable given the nature of the breach.
- 12.2 The Grantor shall give written notice to the Grantee, specifying the breach and identifying how the breach should be rectified (if capable of being rectified), stating the period (as contemplated in clause 12.1) within which the breach is to be rectified, and providing that if the breach is not so rectified, then the Grantor may give one month's notice of termination of the rights created by this Deed.
- 12.3 If the Grantor terminates the rights under this Deed all rights of the Grantee shall immediately cease upon expiry of the notice period in clause 12.2 but the Grantee shall not be released from any liability to pay consideration or other moneys up to the date of termination.
- 12.4 If the Grantee has not removed all structures, Lines and Works and restored the Grantor's Land as nearly as possible to its condition immediately prior to the installation of the structures, Lines and Works within one month of termination, the Grantor may remove all structures, Lines and Works from the Easement Land and restore the Grantor's Land as close as is reasonably possible to the condition that it was in at the commencement of this Deed and recover all costs incurred from the Grantee.

**13. Assignment**

- 13.1 The Grantee will not assign, charge or part with the benefit of this Deed in any way whatsoever or with any rights belonging to it under this Deed except with the prior written consent of the Grantor such consent not to be unreasonably withheld provided that the Grantee pays all costs and disbursements (inclusive of GST) incurred by the

Grantor in considering an application for consent pursuant to this clause (whether or not consent is given) and the proposed assignee enters into a direct deed of covenant with the Grantor to observe and perform the provisions of this Deed.

13.2 Notwithstanding the foregoing, the Grantee may assign all or part of its rights, interests or obligations hereunder to any related company (as that term is defined in the Companies Act 1993), or to any person in which Vodafone Group Plc has an interest (whether by way of ownership or control, in whole or in part, direct or indirect) or to any purchaser of the whole or part or of any interest in the Grantee's network. Any change in the shareholding of the Grantee shall be deemed not to be an assignment.

14. **Disputes**

14.1 Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the address in writing to the other party.

(a) the Grantor's Address as set out in paragraph 2 of the First Schedule.

(b) the Grantee's Address as set out in paragraph 5 of the First Schedule.

14.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

15. **The Telecommunications Act 1987 and the Radiocommunications Act 1989**

15.1 Nothing in this Deed is to be construed as limiting, removing, altering or restricting any of the Grantee's rights, powers, remedies or actions under Part XII of the Radiocommunications Act 1989 or the Telecommunications Act 1987 or any Acts amending or repealing them.

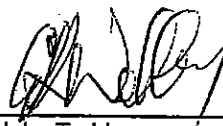
16. **Severability**

16.1 If any part of this Deed is held by any court or administration body of competent jurisdiction to be illegal, void, or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed which shall remain in full force.

IN WITNESS WHEREOF this Deed has been duly executed on the date first written above.

GRANT KASPER WEBLEY

SIGNED by ~~MICHAEL JOHN TODD~~  
pursuant to a delegation from the  
Commissioner of Crown Lands in the  
presence of:



Signature of ~~Michael John Todd~~

GRANT KASPER WEBLEY



Signature of witness

Name of witness **REBECCA JANE GILLESPIE**

Occupation of witness **PORTFOLIO MANAGER  
CROWN PROPERTY MANAGEMENT**

**C/LINZ, CHRISTCHURCH**

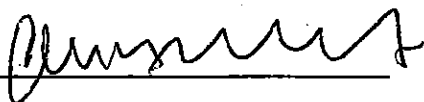
City/town of residence

Executed by Vodafone New Zealand Limited on the 16th day of September 2002 by two of its Attorneys:

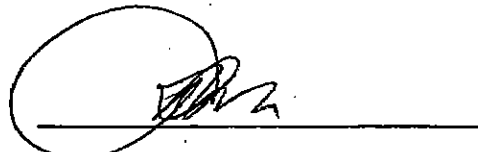
Andrew McIntosh  
Team Manager  
Legal Property  
Vodafone New Zealand Limited

and

Peter Nicoll  
General Manager Planning  
Vodafone New Zealand Limited



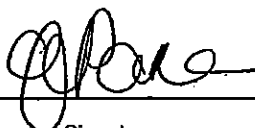
Signature



Signature

in the presence of:

WITNESS: (to both signatures)



Signature

in the presence of:

WITNESS:



Signature

Name: Cherie F Panther  
Occupation: Legal Secretary  
Address: AUCKLAND

Name: Stacey Martin  
Occupation: Assistant to GM Planning  
Address: Auckland

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

We: Andrew McIntosh  
Team Manager  
Legal Property  
Vodafone New Zealand Limited  
hereby severally certify:

Peter Nicoll  
General Manager Planning  
Vodafone New Zealand Limited

1. That by a Power of Attorney dated 4 September 2001 copies of which are deposited in the Land Titles Offices at:

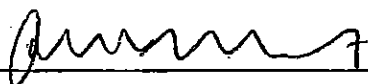
Auckland	as No D642155.1	Wellington	as No 5088143.1	Canterbury	as No 5088737
Otago	as No 5080563.1	South Auckland	as No B683267.1	Taranaki	as No 483643.1

Vodafone New Zealand Limited ("Vodafone") appointed as its Attorneys on the terms and subject to the conditions set out in the said Power of Attorney any of the following (and each and every person as may for the time being be acting as such): the General Manager, Engineering Projects, Vodafone; the Deployment Manager, Vodafone; the Site Acquisitions Manager, Vodafone; the Asset Management and Facilities Manager, Vodafone; the General Manager, Legal, Vodafone; the Team Manager, Legal Property, Vodafone.

2. That we are employed by Vodafone in the offices set out above under our respective names and are attorneys for Vodafone pursuant to the above Power of Attorney.

3. That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of Vodafone or otherwise.

SIGNED at Auckland  
this 16th day of September 2002



SIGNED at Auckland  
this 19th day of September 2002



**FIRST SCHEDULE**

1. **Grantor's Land:** That piece of land situated in the Land Registration District of Otago containing 5281.1156 hectares more or less Section 51 Block II, Cromwell Survey District as more particularly recorded in the Pastoral Lease recorded in the Register-book as Volume 13A Folio 632 (Otago Registry)

2. **Grantor's Address:** The Commissioner of Crown Lands, c/o Land Information New Zealand, Private Bag 4721, Christchurch

**Attention:** Mike Todd

3. **Grantee's Address:** Level 5 Vodafone House, 21 Pitt Street, (Private Bag 92161), Auckland

**Attention:** General Manager, Legal

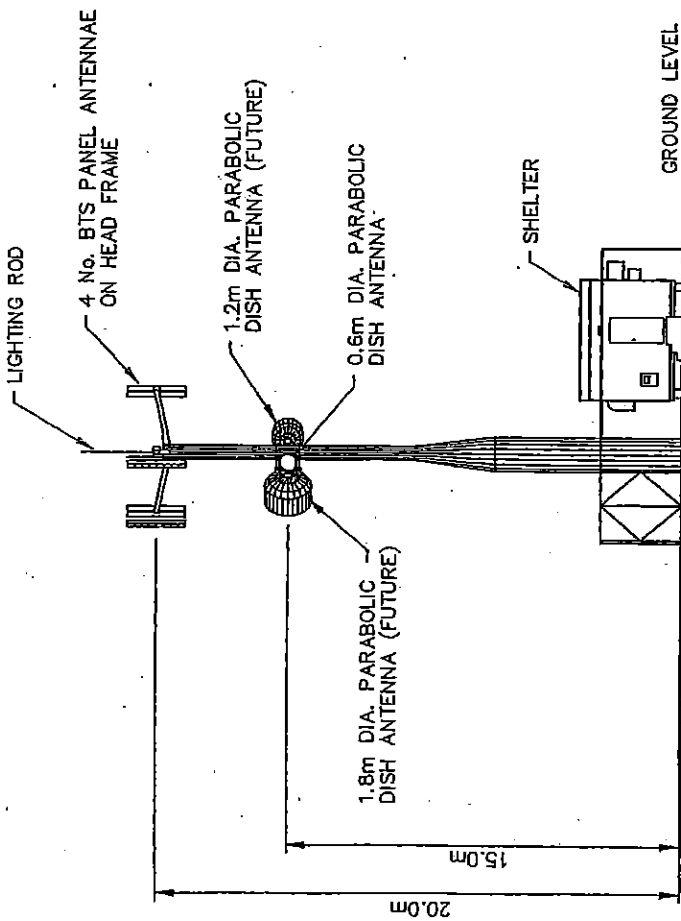


**SECOND SCHEDULE**

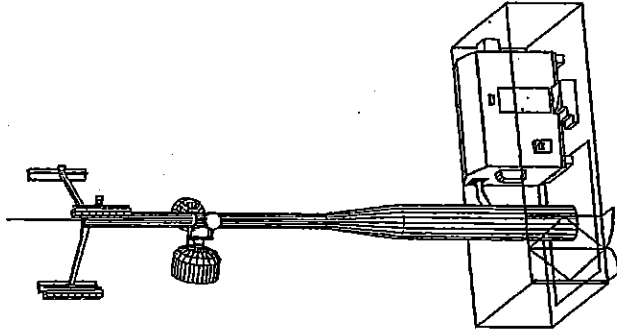
**Parts of the Grantor's Land subject to the Easements  
Plan to be inserted**

*am*

*wa*



WEST ELEVATION



PICTORIAL VIEW

*Antenna - number and type may vary as network evolves.*

16/08/23/02/97 Title: 09/44

Issue	Comment	By	Date
A	FOR OCS/SENT		17.02.97

**Bellsouth**  
BTS CELL SITE

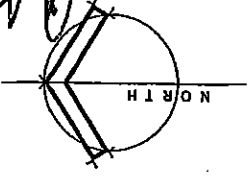
MT. DIFFICULTY STATION  
CROMWELL  
Elevation and Pictorial View

**Connell Wagner**  
Connell Wagner Limited  
Engineers-Surveyors-Planners-Valuers

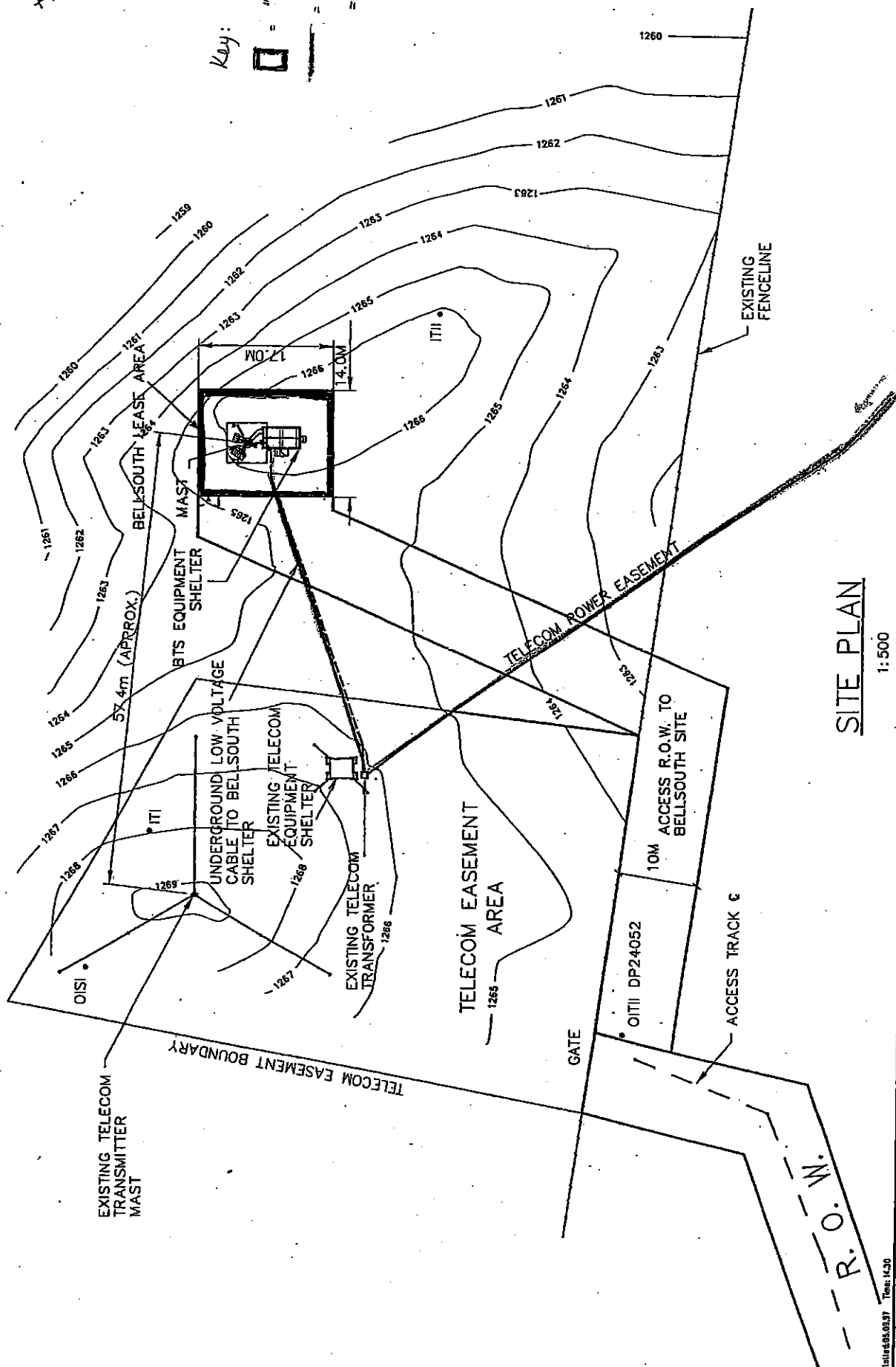
4th Floor, Terrace House  
105 Havelock Street  
CHRISTCHURCH  
NEW ZEALAND  
Telephone: 03 338 8851  
Facsimile: 03 378 8855

Surveyed	1200
Designed	
Drawn	
Checked	
Approved	
Drawing No.	5207/05/03
Issue	A

OAD File: R207-603



Key:  
 □ = "A"  
 — = "C"  
 = "B"



**SITE PLAN**

1:500

Drawn	Checked	Approved	Scale	Issue
IGF	CE	CE	1:500	A3
Start Date	Start Date	Start Date		
FEB. 1997	FEB. 1997	FEB. 1997		

**Connell Wagner**  
 Engineers-Surveyors-Planners-Valuers  
 4th Floor Terrace House  
 95 Herford Street  
 Christchurch  
 NEW ZEALAND  
 Telephone: 03 358 0321  
 Facsimile: 03 379 6355

**MT. DIFFICULTY STATION**  
**CROMWELL**  
 Site Plan

**Bellsouth**  
 BTS CELL SITE

Issue	By	Date	Comment
D	C.F.	05.09.97	B.S. SITE ENLARGED
C	C.F.	02.08.97	B.S. R.O.W. ADDED
B	GMW	03.3.97	FOR CONSENT
A	JF	17.02.97	FOR CONSENT

Plat: 85.09.97 Title: M20

6207/05/02



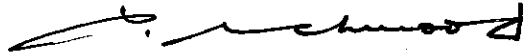
**Execution Section**

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This Proposal (including the schedules and appendices) is signed by the Commissioner and the Holder as a binding agreement.

**SIGNED** for and on behalf of the  
**Commissioner of Crown Lands**  
by [ ] acting pursuant to a  
delegated authority in the presence  
of:

S. Roliser



BRIAN USHERWOOD

SHEYL ROBINSON

Witness

SOLICITOR

Occupation

LAND INFORMATION NEW ZEALAND, WELLINGTON

Address

**SIGNED** for and on behalf of Kawarau Station Limited

by two of its directors:

R. J. Anderson

[name of director]

Richard John Anderson.



[name of director]

John Wayne Anderson