

## **Crown Pastoral Land Tenure Review**

**Lease name : LONGLANDS**

**Lease number : PO 260**

### **Preliminary Proposal**

A Preliminary Proposal is advertised for public submissions as per Section 43 of the Crown Pastoral Land Act 1998.

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

**March**

**15**

**PROPOSAL FOR REVIEW OF CROWN LAND**  
**Under Part 2 of the Crown Pastoral Land Act 1998**

**Date:**

**Parties**

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**Holder:** Longlands Station Limited  
C/- Andrew G A Hamilton  
Chartered Accountant  
Level 3, 258 Stuart Street  
Dunedin 9016

**Commissioner of Crown Lands:**

C/- The Manager Tenure Review  
Quotable Value Ltd(Rural Value)  
Radio Otago House  
Level 2, 248 Cumberland Street  
P O Box 215  
Dunedin

**The Land**

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**Lease:** Longlands Station

**Legal Description:** Part Run 203C & Part Section 11 Block V Swinburn Survey District

**Area:** 2083.5219 hectares

**Certificate of Title/Unique Identifier:** OTA2/1224

**Summary of Designations**

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Under this Proposal, the Land is designated as follows:

- (a) The Crown Land (shown shaded in pink on the Plan) is to be restored to, or retained by, the Crown as set out in Schedules One and Two; and
- (b) The Freehold Land (shown shaded in green and yellow on the Plan) is to be disposed by freehold disposal to the Holder as set out in Schedule Three.

**1      The Plan**

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## **2 Conditions**

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- 2.1 This Proposal, and any agreement arising therefrom, is subject to the conditions contained in Schedule Four (if any).

## **3 Settlement**

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- 3.1 Unless otherwise agreed by the parties, the Settlement Date for the disposal of the Freehold Land to the Holder by freehold disposal will be the day that is TEN (10) working days following the day on which Land Information New Zealand notifies the Commissioner that the Final Plan and a copy of this Proposal are registered in accordance with the Act.

- 3.2 The Freehold Land will be disposed of to the Holder under the Land Act 1948.

- 3.3 Notwithstanding anything to the contrary, if, as at the Settlement Date (as determined pursuant to clause 3.1), the rent payable under the Lease is subject to a Rent Review, then the Commissioner may elect to:

(a) settle on the Settlement Date on the basis that the Commissioner may retain from the Commissioner's Payment an amount which the Commissioner, acting reasonably, estimates will be payable by the Holder to the Commissioner following agreement or determination of the Rent Review ("the Retention"). The Retention shall be held by the Crown Law Office in an on-call, interest-bearing trust account in the joint names of the parties for their respective rights and interests. Upon agreement or determination of the Rent Review, the Commissioner shall calculate the rent shortfall payable by the Holder to the Commissioner in respect of the period from the effective date of the Rent Review to the Settlement Date, both dates inclusive ("the Shortfall"). If:

(i) the Shortfall is less than the Retention and the net interest earned thereon, the balance shall be paid by the Commissioner to the Holder within TEN (10) working days; or

(ii) the Shortfall is more than the Retention and the net interest earned thereon, the balance shall be paid by the Holder to the Commissioner within TEN (10) working days;

or

(b) defer the Settlement Date until TEN (10) working days after the rent payable as a consequence of the Rent Review:

(i) has been agreed or determined; and

(ii) is not and will not be subject to any appeal, rehearing or other proceedings.

## **4 Holder's Payment**

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- 4.1 By 3.00 p.m. on the Settlement Date, the Holder must pay the Holder's Payment and all other money payable to the Commissioner or the duly appointed agent of the Commissioner by bank cheque without set-off or deduction of any kind in accordance with the settlement requirements of the Commissioner.
- 4.2 If the Holder fails to pay the Holder's Payment or any part of it or any other money to the Commissioner or to the duly appointed agent of the Commissioner on the Settlement Date clause 19 will apply.

## **5 Commissioner's Payment**

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- 5.1 The Commissioner shall pay the Commissioner's Payment to the Holder on the Settlement Date.

- 5.2 No interest shall be payable to the Holder by the Commissioner in respect of the Commissioner's Payment, including (without limitation) for the period from the Vesting Date to the Settlement Date.

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**6 Vesting of Crown Land**

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- 6.1 The Crown Land will vest in the Crown on the Vesting Date.

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**7 Issue of Certificate of Title**

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- 7.1 Notwithstanding any other provision in this Proposal, the Commissioner will not request that the Surveyor-General issue a certificate to the Registrar pursuant to section 116 of the Land Act 1948 (to enable a certificate of title to issue for the Freehold Land) unless and until:
- (a) the Commissioner has received the Holder's Payment from the Holder under clause 4, and all other money payable by the Holder under this Proposal and the Notice;
  - (b) the Holder has provided to the Commissioner duplicate copies of the certificate of title relating to the Lease (if any) and/or the Lease if requested by the Commissioner;
  - (c) the Holder has signed and returned to the Commissioner all documents required by the Commissioner to be signed by the Holder to give effect to this Proposal (including, without limitation, any permit, covenant, easement and/or any other document); and
  - (d) the Holder has procured a registrable discharge of any Mortgage and provided this to the Commissioner together with any new mortgage documents to be registered against the Freehold Land.

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**8 Registration of Documents**

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- 8.1 Subject to clause 7, the Commissioner will lodge all documents necessary to give effect to this Proposal (including, without limitation any easement, covenant, discharge of mortgage, and/or duplicate copy of the Lease) and any new mortgage documents to be registered against the certificate of title to be issued for the Freehold Land so that the certificate of title for the Freehold Land will issue subject to the encumbrances provided in this Proposal. Any new mortgage will be registered after any other encumbrances such as any easements and/or covenants are registered.

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**9 Consents**

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- 9.1 The Holder must obtain the written consent to the Holder's acceptance of this Proposal from all persons having an interest in the Land (other than the Holder), including, but not limited to:
- (a) any Mortgagee(s);
  - (b) any party entitled to the benefit of a land improvement agreement registered against the Lease and/or the Land; and
  - (c) any other person that the Commissioner reasonably believes has an interest in the Land or who the Holder reasonably believes has an interest in the Land, whether registered or not.
- 9.2 The consents required under clause 9.1 must be in a form acceptable to the Commissioner in all respects and be returned to the Commissioner with this Proposal on its acceptance by the Holder. Examples of the form of consents required under clause 9.1 are set out in Appendix 1.
- 9.3 The Holder must also obtain, and provide to the Commissioner if requested, all consents necessary for the Holder to accept this Proposal including (without limitation) any:
- (a) corporate and/or trustee consents; and
  - (b) consent required under the Overseas Investment Act 2005.
- 9.4 The Holder will procure the Mortgagee to execute a registrable discharge of the Mortgage and, if required by the Mortgagee, the Holder will execute registrable new mortgage documents and forward these to the Commissioner to be registered as set out in clause 8.

- 9.5 If required by the Mortgagee, the Commissioner will provide an undertaking that, subject to the provisions of clause 7 being satisfied, the Commissioner will register the discharge of the Mortgage and register any new mortgage against the certificate of title for Freehold Land at the same time as the certificate of title for the Freehold Land issues.

## **10 Continuation of Lease**

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- 10.1 The Lease will remain in full force and effect until a certificate of title issues for the Freehold Land. Notwithstanding when Settlement Date occurs, until a certificate of title issues for the Freehold Land the Holder will duly and punctually comply with all obligations on its part under the Lease (other than as set out at clause 12.1 (b)) and the Lease will remain in full force and effect.
- 10.2 From the date that a certificate of title is issued for the Freehold Land the Lease is deemed to be surrendered and, subject to clause 10.3, the Commissioner releases and discharges the Holder from the performance and observance of all covenants, conditions and obligations under the Lease.
- 10.3 The release and discharge in clause 10.2:
- (a) Is without prejudice to the rights, remedies and powers of the Commissioner contained in the Lease (except as varied in accordance with clause 12.1(b)); and
  - (b) will not release or discharge the Holder from any liability under the Lease, arising prior to the date that the certificate of title for the Freehold Land is issued, under any statute or by any reason where such liability is due to the fault of the Holder.
- 10.4 As from the Vesting Date, the Holder will not have any estate, right or claim against any of the land, improvements, fencing, buildings, structures, fixtures, fittings or chattels on the Crown Land (subject to the provisions of any permit, easement, concession, other encumbrance or document provided under this Proposal). The Holder will not be entitled to any compensation for any of its improvements, fencing, buildings, structures, fixtures, fittings or chattels which are on the Crown Land as at the Vesting Date.

## **11 Fencing and Construction Works**

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- 11.1 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, the Commissioner will, subject to clauses 11.2 and 14.4, erect at the Commissioner's cost new fencing:
- (a) approximately along the line marked "New Fencing Line" on the Plan; and
  - (b) to the specifications in Appendix 3;
- ("the Fencing").
- 11.2 If the Fencing requires a resource consent or any other consent from any local or territorial authority ("the Fencing Consent"), the following provisions shall apply:
- (a) The Commissioner shall use reasonable endeavours to obtain the Fencing Consent within 6 months of this Proposal taking effect pursuant to the Act.
  - (b) If the Fencing Consent:
    - (i) is not obtained within 6 months of this Proposal taking effect pursuant to the Act; and/or
    - (ii) is obtained on terms which are not satisfactory to the Commissioner in all respects;the Commissioner may, acting reasonably, elect to do any one or more of the following:

- (iii) erect the Fencing in a position different from that shown on the Plan;
  - (iv) erect the Fencing over a shorter distance than that shown on the Plan; or
  - (v) erect the Fencing to specifications different from those in Appendix 3.
- 11.3 If the Commissioner has not completed the Fencing by the Settlement Date, the Holder agrees that the Commissioner may register a covenant, on terms entirely satisfactory to the Commissioner (in the Commissioner's sole discretion), over the Freehold Land to enable the Commissioner to complete the Fencing. The Holder will do all things necessary (including signing any document) to enable the Commissioner to register such a covenant.
- 11.4 The ongoing maintenance of the Fencing referred to in clauses 11.1 and 11.2 will be subject to the terms of the Fencing Act 1978.
- 11.5 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, the Commissioner will, subject to clause 11.6, undertake the construction works set out in Appendix 3 on the terms and conditions set out in Appendix 3 ("the Construction Works").
- 11.6 If any Construction Works for which the Commissioner is liable, or jointly liable with the Holder, require a resource consent or any other consent from any local or territorial authority ("the Works Consent"), the following provisions shall apply:
- (a) The Commissioner shall use reasonable endeavours to obtain the Works Consent within 6 months of this Proposal taking effect pursuant to the Act.
  - (b) If the Works Consent:
    - (i) is not obtained within 6 months of this Proposal taking effect pursuant to the Act; and/or
    - (ii) is obtained on terms which are not satisfactory to the Commissioner in all respects;
- the Commissioner may, acting reasonably, elect to vary the extent of the Construction Works in question and/or the terms and conditions upon which they are carried out.

## **12 Apportionments**

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- 12.1 Rent payable under the Lease in respect of the Freehold Land shall be apportioned as follows:
- (a) Rent paid or payable will be apportioned on the Settlement Date as at the Settlement Date and either deducted from or added to (as the case may be) the amount required to settle.
  - (b) Notwithstanding that the Lease continues in effect until a certificate of title issues for the Freehold Land, the Holder shall not be required to pay any rent under the Lease for the Freehold Land from the Settlement Date.
- 12.2 Rent paid or payable under the Lease for the Crown Land will be apportioned on the Settlement Date as at the Vesting Date and either deducted from or added to (as the case may be) the amount required to settle.
- 12.3 All rates, levies, and all other incomings and outgoings and other charges receivable from or charged upon the Freehold Land will, unless otherwise agreed by the parties, be apportioned on the Settlement Date as at the Settlement Date.
- 12.4 All rates, levies and all other incomings and outgoings and other charges receivable from or charged upon the Crown Land will be apportioned on the Settlement Date as at the Vesting Date and either deducted from or added to (as the case may be) the amount required to settle.
- 12.5 Following the date that a certificate of title issues for the Freehold Land, the Commissioner will undertake a final apportionment and either the Commissioner will pay to the Holder, or the

Holder will pay to the Commissioner, any additional amounts due because of any payments made or received by one party on behalf of the other for the period from the Settlement Date to the date on which a new certificate of title issues for the Freehold Land.

### **13 Risk**

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- 13.1 On and with effect from the Unconditional Date all risk of any nature in respect of the Freehold Land will pass from the Commissioner to the Holder. For the avoidance of doubt, the Holder's current risk in respect of matters arising under the Lease, including, without limitation, the Holder's risk in respect of all improvements, buildings, fencing, fixtures, fittings and chattels, will continue to remain with the Holder until the Lease is deemed to be surrendered under clause 10.2.
- 13.2 The Holder will be required to comply with its settlement obligations under this Proposal irrespective of any damage to, or destruction of, the Freehold Land prior to the Settlement Date.

### **14 Survey**

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- 14.1 All areas of the Land forming part of this Proposal and delineated on the Plan are approximate and subject to preparation of the Final Plan. The measurements of the areas may therefore alter on the Final Plan.
- 14.2 No error, misdescription or amendment of any part of the Land will annul, vary, or derogate from this Proposal, or the Holder's acceptance of this Proposal.
- 14.3 For the avoidance of doubt, the Holder will not be entitled to cancel or withdraw its acceptance of this Proposal, nor will the Holder, or any successor in title of the Holder or any party with an interest in the Land, be entitled to payment of any compensation, should any area of the Land on the Final Plan have a different measurement to the area specified in this Proposal.
- 14.4 The Commissioner does not warrant that any existing fence is erected on, or that any new fence to be erected will be on, any boundaries of the Land or any part of the Land as outlined on the Plan or the Final Plan.

### **15 Holder's Acknowledgements**

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- 15.1 If the Holder accepts this Proposal and that acceptance takes effect under the Act, the Holder acknowledges that:
- (a) it is obtaining the freehold interest in the Freehold Land:
    - (i) "as is", solely in reliance on its own investigations and judgement; and
    - (ii) not in reliance on any representation or warranty made by the Commissioner, its employees, agents or any other person or persons directly or indirectly associated with the Commissioner;
  - (b) the Holder has carried out all inspections of the Freehold Land which the Holder considers necessary to satisfy itself as to all matters relating to the Freehold Land;
  - (c) the Holder, at its cost, is entirely responsible for all work to ensure that the Freehold Land complies with all applicable laws including (without limitation):
    - (i) the Resource Management Act 1991 any rule in any plan, resource consent or other requirement issued under the Resource Management Act 1991, and
    - (iii) the Building Act 2004; andthe Holder hereby indemnifies and will indemnify the Commissioner against all losses, damages and expenses incurred by the Commissioner and against all claims made against the Commissioner in respect of any work or costs for which the Holder is liable under this clause 15;
  - (d) nothing in this Proposal is affected by, and the Commissioner has no liability of any nature in respect of, the existence or terms of any leases, licences or other occupation rights of any nature (if any) granted by the Holder in respect of the Land; and



- (e) the Holder has no claim (and will not have any claim) whatsoever against the Crown and/or Commissioner in relation to the Tenure Review and/or this Proposal, including (without limitation) any claim for any misrepresentation or for any loss or damage suffered whether in contract, tort (including negligence) or otherwise.

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**16 No Representations or Warranties by the Commissioner**

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- 16.1 The Commissioner gives no representations or warranties of any nature in respect of the Freehold Land. Without limitation, the Commissioner does not warrant:
- (a) the accuracy of any matter in the Notice or this Proposal or in any notice, or any correspondence or other information provided to the Holder by the Commissioner or by any agent, contractor or employee of the Commissioner; or
  - (b) that the Freehold Land is or will remain suitable for the Holder's use; or
  - (c) that the Freehold Land complies with all or any statutory, territorial authority or any other legal requirements affecting or relevant to the Freehold Land.

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**17 Acceptance**

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- 17.1 The Holder's acceptance of this Proposal is irrevocable and constitutes a binding agreement between the Commissioner and the Holder.
- 17.2 If the Commissioner does not receive an acceptance to this Proposal from the Holder within three (3) months of putting it (in its substantive form) to the Holder, the Holder is deemed to have rejected this Proposal.

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**18 Solicitors Certificate**

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- 18.1 The Holder must procure the Holder's solicitors to provide the Commissioner with a solicitor's certificate (in a form satisfactory to the Commissioner, in its reasonable opinion) relating to such matters as the Holder's execution of this Proposal and the Holder's execution of any documents required to give effect to this Proposal (including, without limitation any easement, protective mechanism and/or concession). An example of the form of solicitors certificate required is set out at Appendix 2.
- 18.2 The Holder must return the completed solicitor's certificate to the Commissioner with this Proposal on its acceptance by the Holder.

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**19 Default**

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- 19.1 If from any cause whatever (except the default of the Commissioner) all or any part of the Holder's Payment or any other money payable by the Holder to the Commissioner is not paid on the due date the Holder will pay to the Commissioner interest at the Default Rate on the part of the Holder's Payment or any other money payable by the Holder to the Commissioner so unpaid from the due date until the date of actual payment in full.
- 19.2 The Commissioner's rights under this clause 19 are without prejudice to any other rights or remedies available to the Commissioner at law or in equity.

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**20 Goods and Services Tax**

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- 20.1 Unless the context otherwise requires, words and phrases used in this clause have the same meaning as in the GST Act.
- 20.2 If the supplies evidenced by the Holder's Consideration and the Commissioner's Consideration are taxable supplies under the GST Act, then:
- (a) the Commissioner and the Holder warrant to each other that they are registered for GST purposes as at the Holder's acceptance of this Proposal and that they will be so registered on the Settlement Date;
  - (b) the Commissioner and the Holder confirm that as at the Settlement Date:

- (i) each is acquiring the goods supplied with the intention of using the goods for making taxable supplies; and
    - (ii) the Commissioner and any associated person in terms of section 2A(1)(c) of the GST Act do not intend to use the Crown Land and the Holder and any associated person in terms of section 2A(1)(c) of the GST Act do not intend to use the Freehold Land as a principal place of residence; and
  - (c) the Commissioner and the Holder agree that the supplies evidenced by the Holder's Consideration and the Commissioner's Consideration are to be zero-rated for GST purposes under section 11(1)(mb) of the GST Act.
- 20.3 If any of the circumstances set out in clause 20.2 change between the date of the Holder's acceptance of this Proposal and the Settlement Date, then the relevant party will notify the other of the changed circumstances as soon as practicable and in any event not later than 2 working days before the Settlement Date and such party shall warrant that the changed circumstances are correct as at the Settlement Date. If the GST treatment of the supplies evidenced by the Holder's Consideration and the Commissioner's Consideration changes as a result of the changed circumstances and a party has already provided the other with a GST invoice, then that party will issue a debit note or credit note, as the case may be, for GST purposes.
- 20.4 On the 10<sup>th</sup> working day following the Unconditional Date, the Commissioner will provide to the Holder a GST invoice in respect of the supply evidenced by the Holder's Consideration. The invoice will specify the Commissioner's GST Date.
- 20.5 The Holder will pay GST (if any) on the Holder's Consideration to the Commissioner by bank cheque on the Commissioner's GST Date, time being of the essence.
- 20.6 On the 10<sup>th</sup> working day following the Unconditional Date, the Holder will provide to the Commissioner a GST invoice in respect of the supply evidenced by the Commissioner's Consideration.
- 20.7 The Commissioner will pay GST (if any) on the Commissioner's Consideration to the Holder on the Commissioner's GST Date, time being of the essence.
- 20.8 Where any GST is not paid to the Commissioner or to the Holder (as the case may be) in accordance with this clause 20, the Holder will pay to the Commissioner, or the Commissioner will pay to the Holder (as the case may be), upon demand and together with the unpaid GST:
- (a) interest, at the Default Rate, on the amount of the unpaid GST and which will accrue from the Commissioner's GST Date until the date of payment of the unpaid GST; and
  - (b) any Default GST.

## **21 Lowest price**

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- 21.1 The Holder's Consideration does not include any capitalised interest and the parties agree that the "lowest price" for the purposes of valuing the Freehold Land under section EW 32(3) of the Income Tax Act 2007 is equal to the Holder's Consideration.
- 21.2 The Commissioner's Consideration does not include any capitalised interest and the parties agree that the "lowest price" for the purposes of valuing the Crown Land under section EW 32(3) of the Income Tax Act 2007 is equal to the Commissioner's Consideration.

## **22 Costs**

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- 22.1 The Commissioner will meet the costs of the survey (if any) of the Land, including all designation areas, the Final Plan and for a certificate of title to issue for the Freehold Land.
- 22.2 The Holder is responsible for all costs the Holder incurs in respect of and incidental to the Tenure Review. In particular, but without limitation, the Holder shall bear all its costs in relation to the review of all documentation forming part of the Tenure Review (including this Proposal), and all professional advice provided to or sought by the Holder.

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**23 No nomination or assignment**

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- 23.1 The Holder is not entitled to, and is expressly prohibited from, nominating another person to perform the Holder's obligations under this Proposal or assigning to another person the Holder's interest (or any part) under this Proposal.

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**24 Recreation Permit**

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- 24.1 Immediately on the registration of the Final Plan and a copy of the proposal to which it relates over the Land and pursuant to s64 of the Act, any recreation permit granted over the Land shall be determined.

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**25 Consents for Activities**

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- 25.1 If the Holder has been granted a consent by the Commissioner to do an activity on the land under sections 15 or 16 of the Act, and the area over which the consent is exercised is designated in the proposal as Crown Land then the Holder agrees to act in good faith whilst exercising the terms of consent and not damage or destroy the Crown Land or anything thereon.

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**26 General**

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- 26.1 This Proposal and the Notice:
- (a) constitute the entire understanding and agreement between the Commissioner, the Crown and the Holder in relation to the Tenure Review; and
  - (b) supersede and extinguish all prior agreements and understandings between the Crown, the Commissioner and the Holder relating to the Tenure Review.
- 26.2 Each provision of this Proposal will continue in full force and effect to the extent that it is not fully performed at the Settlement Date.
- 26.3 The Holder must comply with the Commissioner's requirements for the implementation and settlement of the Tenure Review contemplated by this Proposal.
- 26.4 The Commissioner and the Holder will sign and execute all deeds, agreements, schedules and other documents and do all acts and things as may be reasonably required by the other to effectively carry out and give effect to the terms and intentions of this Proposal.
- 26.5 This Proposal is governed by, and must be construed under, the laws of New Zealand and the Commissioner and the Holder irrevocably submit to the jurisdiction of the New Zealand courts or other New Zealand system of dispute resolution.
- 26.6 The illegality, invalidity or unenforceability of any provision in this Proposal will not affect the legality, validity or enforceability of any other provision.
- 26.7 In relation to notices and other communications under this Proposal:
- (a) each notice or other communication is to be in writing, and sent by facsimile, personal delivery or by post to the addressee at the facsimile number or address, and marked for the attention of the person or office holder (if any), from time to time designated for that purpose by the addressee to the other party. Other than the address to which the Holder is to send its acceptance of this Proposal (which the Commissioner will specifically notify the Holder of) the address, person or office holder (if any) for each party is shown on the front page of this Proposal;
  - (b) no communication is to be effective until received. A communication will be deemed to be received by the addressee:
    - (i) in the case of a facsimile, on the working day on which it is despatched or, if despatched after 5.00 p.m. on a working day or, if despatched on a non-working day, on the next working day after the date of dispatch;

- (ii) in the case of personal delivery (including, but not limited to, courier by a duly authorised agent of the person sending the communication), on the working day on which it is delivered, or if delivery is not made on a working day, on the next working day after the date of delivery; and
- (iii) in the case of a letter, on the fifth working day after mailing (postage paid).

## 27 Interpretation

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### 27.1 Definitions

In this Proposal unless the context otherwise requires:

**Act** means the Crown Pastoral Land Act 1998;

**Commissioner** means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948;

**Commissioner's Consideration** means the amount payable by the Commissioner to the Holder by equality of exchange for the surrender of the leasehold interest in the Lease in relation to the Crown Land, as specified in the Notice;

**Commissioner's GST Date** means the earlier of Settlement Date or the fifth working day before the day on which the Commissioner is due to pay to the Inland Revenue Department all GST payable by the Commissioner in respect of the supply made under this Proposal;

**Commissioner's Payment** means the balance of the Commissioner's Consideration payable by the Commissioner to the Holder by equality of exchange for the Crown Land, as specified in the Notice (if any);

**Crown Land** means the land (including any improvements) set out in Schedule One and the land (including any improvements) set out in Schedule Two (if any);

**Default GST** means any additional GST, penalty or other sum levied against either the Commissioner or the Holder under the Goods and Services Tax Act 1985 or the Tax Administration Act 1994 by reason of either the Commissioner or the Holder failing to pay GST as required by this Proposal. It does not include any sum levied against the Commissioner or the Holder by reason of a default by the Commissioner after payment of GST to the Commissioner by the Holder or by reason of a default by the Holder after payment of GST to the Holder by the Commissioner;

**Default Rate** means the rate of 11 per cent per annum;

**Fencing** means any stock proof farm fence.

**Fencing Consent** means any and all consents required for fencing under the Resource Management Act 1991.

**Final Plan** means the final plan for the Land prepared and submitted by the Commissioner to the Surveyor-General under sections 62(4)(c) and (d) of the Act;

**Freehold Land** means the land set out in Schedule Three;

**GST** means all goods and services tax payable by the Commissioner or the Holder under the Goods and Services Tax Act 1985 in respect of their respective supplies evidenced by this Proposal;

**GST Act** means the Goods and Services Tax Act 1985;

**Holder** means holder shown on the front page of this Proposal (being the lessee under the Lease);

**Holder's Consideration** means the amount payable by the Holder to the Commissioner by equality of exchange for the freehold of the Freehold Land, as specified in the Notice;

**Holder's Payment** means the balance of the Holder's Consideration payable by the Holder to the Commissioner by equality of exchange for the freehold of the Freehold Land, as specified in the Notice (if any);

**Land** means the land subject to the Tenure Review identified on the front page of this Proposal;

**Lease** means the lease described on the front page of this Proposal;

**Mortgage** means any mortgage (registered or unregistered) over the Land;

**Mortgagee** means the holder of any Mortgage;

**Notice** means the notice to the Holder setting out:

- (a) the Holder's Consideration;
- (b) the Commissioner's Consideration; and
- (c) the Holder's Payment or the Commissioner's Payment (as the case may be);

which includes amounts proposed to be paid by way of equality of exchange and accompanies this Proposal, but is not part of this Proposal;

**Plan** means the plan of the Land showing all designations on page 2 of this Proposal;

**Registrar** means the Registrar-General of Lands appointed pursuant to section 4 of the Land Transfer Act 1952;

**Rent Review** means the process for determination of the rent payable under the Lease as set out in sections 6 - 8 of the Act;

**Settlement Date** means the settlement date defined in clause 3.1;

**Surveyor-General** means the Surveyor-General appointed under section 5 of the Cadastral Survey Act 2002;

**Tenure Review** means the tenure review of the Land being undertaken by the Commissioner under the Act;

**Unconditional Date** means the date that the Commissioner receives from the Holder an executed copy of this Proposal signed by the Holder containing the signed consents of all persons having an interest in the Land to the Holder's acceptance of this Proposal which results in the acceptance taking effect under the Act;

**Vesting Date** means the date on which the Crown Land vests in the Crown pursuant to the Act;

**Working day** means a day that is not a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Labour Day, or a day during the period commencing on any Christmas Day and ending with the 15<sup>th</sup> day of the following January or a day which is a provincial holiday in the place where the obligation is to be performed.

**Works Consent** means any and all consents required under the Resource Management Act 1991; and/or the Building Act 2004.

## 27.2 Construction of certain references

In this Proposal, unless inconsistent with the context:

- (a) a reference to a certificate of title includes a reference to a computer register;
- (b) words importing a gender include all genders;
- (c) reference to a statute includes reference to all enactments that amend or are passed in substitution for the relevant statute and to all regulations relating to that statute;
- (d) words in the singular include the plural and vice versa;
- (e) reference to a month means a calendar month;

- (f) reference to a person means an individual, a body corporate, an association of persons (whether corporate or not), a trust or a state or agency of a state (in each case, whether or not having separate legal personality);
- (g) references to sections, clauses, sub-clauses, parts, annexures, attachments, appendices, schedules, paragraphs and sub-paragraphs are references to such as they appear in this Proposal and form part of this Proposal;
- (h) headings are included for ease of reference only and will not affect the construction or interpretation of this Proposal;
- (i) all monetary amounts are expressed in New Zealand currency;
- (j) references to obligations includes reference to covenants, undertakings, warranties and, generally, obligations or liabilities of any nature properly arising whether directly or indirectly, under or in respect of the relevant contract, agreement or arrangement;
- (k) all references to times are references to times in New Zealand;
- (l) if the Holder comprises more than one person, each of those person's obligations, as Holder, will be both joint and several.

## **Schedule One: Provisions relating to the Schedule One Land**

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### **1 Details of Designation**

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- 1.1 Under this Proposal the land shown shaded in pink and marked CA1 and CA2 on the Plan, being **225 hectares** (approximately) is designated as land to be restored to or retained in full Crown ownership and control as conservation area held for the purpose of conservation management

### **2 Schedule One Improvements**

---

Nil

**Schedule Two: Provisions relating to the Schedule Two Land**

---

**1 Details of designation**

---

Nil

**2 Information Concerning Proposed Concession**

---

N/A



### **Schedule Three: Provisions relating to the Schedule Three Land**

---

#### **1 Details of designation**

---

- 1.1 Under this Proposal the land shown shaded in green and yellow on the Plan, being **1858 hectares** (approximately) is designated as land to be disposed of by freehold disposal to the Holder subject to:
- (a) Part IVA of the Conservation Act 1987;
  - (b) Section 11 of the Crown Minerals Act 1991;
  - (c) the easement marked as a-b-c-d on the Plan and substantially as set out in Appendix 4; and
  - (d) the covenant (shown on the Plan in yellow and marked CC1 substantially as set out in Appendix 5
  - (e) the Heritage New Zealand Pouhere Taonga covenant (shown on the Plan in yellow and marked HNZAC substantially as set out in Appendix 6

**Schedule Four: Conditions**

---

- 1 The Commissioner is under no obligation, and may decide, in its sole discretion, not to proceed further with the Tenure Review unless and until:
  - (a) the Commissioner considers that sufficient funds will be obtained in order to complete the Tenure Review;
  - (b) the Director General of Conservation has completed all actions required under Part IVA of the Conservation Act 1987.

**Appendix 1: Consents – Example of Mortgagee Consent**

---

[ ] as Mortgagee under Mortgage [ ] (“the Mortgage”), hereby:

- (a) consents to acceptance of the Proposal dated [ ] (“the Proposal”) by [the Holder] (“the Holder”) pursuant to the Crown Pastoral Land Act 1998 and agrees and consents to the registration of the documents affecting the Freehold Land referenced in the Proposal prior to the registration of any new mortgage to be granted in its favour over the Freehold Land ; and
- (b) agrees to sign and execute all deeds, agreements, schedules and other documents and do all acts and things as may be reasonably required by the Holder or the Commissioner to register a discharge of the Mortgage and any new mortgage over the Freehold Land.

Dated:

**SIGNED** by [ ] )  
in the presence of: ) \_\_\_\_\_

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

Witness Name:  
Occupation:  
Address:

**Appendix 1: Consents (continued) - Example of "Other" Consent**

---

[ ], being the party entitled to the benefit of [ ] registered against Lease [ ], hereby consents to the acceptance of the Proposal dated [ ] by [the Holder] pursuant to the Crown Pastoral Land Act 1998.

Dated:

**SIGNED** for and on behalf of )  
[ ] )  
in the presence of: )

---

Witness Signature:

---

Witness Name:  
Occupation:  
Address:

## Appendix 2: Example of Solicitors Certificate

---

### Certifications

I [ ] hereby certify as follows:

1. [[insert name of Holder] (“the Holder”) is a duly incorporated company under the Companies Act 1993. The Holder’s entry into and performance of its obligations under the Proposal dated [ ] (“the Proposal”) have been duly authorised by the directors and, if required, by the shareholders of the Holder. The Holder has executed the Proposal in accordance with its constitution.] **OR**

The entry into the Proposal dated [ ] (“the Proposal”) by [insert name of Holder] (“the Holder”) and performance of the Holder’s obligations under the Proposal have been duly authorised by the trustees of the [insert name of trust] in accordance with its trust deed **OR**

[[insert name of Holder] (“the Holder”) has delegated responsibility for signing the Proposal on its behalf to an attorney in accordance with its constitution. The attorney of the Holder has properly executed the Proposal in accordance with this power of attorney and in accordance with the Holder’s constitution and a certificate of non-revocation is enclosed.]

2. The consent of each person that has an interest (registered or unregistered) in the Land (as that term is defined in the Proposal), to the Holder’s acceptance of the Proposal has been obtained and included in the copy of the Proposal, signed by the Holder, that has been provided to the Commissioner.
3. [No consent, licence, approval or authorisation by any court, regulatory authority or governmental agency is required to enable the Holder to accept the Proposal, perform the Holder’s obligations under the Proposal and to acquire the freehold interest in the Land (as defined in the Proposal).] **OR**

[All necessary consents, licences, approvals and authorisations required to enable the Holder to accept the Proposal, perform its obligations under it and to acquire the freehold interest in the Land (as defined in the Proposal) have been obtained. Evidence of the consents, licences, approvals and authorisations are attached to this letter.]

Yours faithfully

[signed by principal of law firm]

### **Appendix 3: Indicative Fencing and Construction Requirements**

---

**Length and location:** A new fence is to be erected along the lines marked as follows on the plan

- (a) New fence shown marked A-B between CA2 and the proposed freehold, length approximately 1,000 metres.
- (b) New fence shown marked C-D between CA1 and the proposed freehold, length approximately 3,000 metres.

**Type:**

The fencing specification calls for the erection of a wooden post and seven wire fence with steel Y stakes between posts, to the indicative requirements set out below.

**Specifications:**

**1.0 New Fence Line A-B, C-D**

- 1.1 Six x 2.5 mm galvanized high tensile wires and the bottom wire being 4 mm galvanized mild steel. Total of 7 wires.
- 1.2 2.1 metre x 200 mm treated timber strainer posts with 2.4 metre x 125 mm stay posts to be used for gateways and end of strains.
- 1.3 1.8 metre x 125 mm treated wooden intermediate posts or T irons to be used at 20 metre gaps or at lesser intervals on appropriate high and low points as required. 117 cm (46") to remain out of the ground. Steel Y stakes, back to back, may be used on high spots and on corners instead of wooden posts or T irons, with tie backs on tussock country.
- 1.4 Six steel Y stakes per 20 metres to be used. Y stakes will be 1.65 metres in length.

*Vegetation and Ground Clearance Requirements-*

- 1.5 Vegetation clearance in the form of mulching of the tussock will be necessary to provide a suitable line on parts of C-D.

**2.0 Preliminary and General Matters**

2.1 New Materials

All materials forming a permanent part of the fence shall be new and shall conform to any relevant New Zealand or international standard.

2.2 Standards

Materials forming a permanent part of the specified fence shall conform to the applicable standard. Such materials shall either identify the applicable standard on the label or certificate from the supplier or manufacturer shall be supplied stating the materials have been manufactured in a process that has been tested and which conforms to that standard.

Current standards that apply to fencing materials include but may not be limited to:

- 3471:1974 (NZS) Specifications for galvanized steel fencing wire plain and barbed.
- 3607:1989 (NZS) Specifications for round and part round timber fence posts.
- 3640:1992 (NZMP) Specifications of the minimum requirements of the NZ Timber Preservation Council Inc.
- D360:1986 (NZS/ASTM) Creosote Treatment
- 4534:1998 (AS/NZS) Zinc and zinc/aluminum alloy coating on steel wire.

- 4680:1999 (AS/NZS) Hot dip galvanized (zinc) coating on fabricated ferrous articles.

Where no applicable standard exists then materials shall be of best quality as generally accepted in the New Zealand farming and fencing industries.

Documentation would be required of:

- Manufacturers (or suppliers) warranties and test certificates where applicable.
- Guarantee certificates that transfer to the owners of the completed fences.
- Remedies available under the guarantee.
- Installation instructions for hardware where applicable to the warranty and guarantee.

2.3 Blasting

Any blasting required to loosen or remove rock shall be undertaken using electric detonators to reduce the risk of fire. Blasting should only be carried out by personnel experienced in determining the level of impact required to get posts in without any other unnecessary peripheral damage.

2.4 Drilling

Any rock drilling will be undertaken with a rock drill no larger than 40mm diameter.

2.5 Spiking

Where placement of posts requires spiking, the spike shall be 90mm or more diameter.

2.6 Lacing

The top wire is to be laced to the top of the steel Y stake with 3.15 mm (9 gauge) wire.

**3.0 Materials General** – to be used except where these have been specifically modified by the provisions of Clause 5 which shall take precedence.

3.1 Wire

Fence wire will be 2.5mm galvanized high tensile steel wires and 4 mm galvanized mild steel wire all of which are to be of good quality. Tie-downs and tie-backs will be 4mm galvanized mild steel kept clear of any ground contact.

3.2 Infill Posts

Infill posts will be steel Y stakes or galvanized T irons for use on high spots.

3.3 Strainer, Intermediate and Angle Posts

All timber posts used will be round and ground treated.

3.4 Stay Block

250mm x 50mm x 60cm, ground treated.

3.5 Staples

Staples will be 50mm x 4mm barbed galvanized steel.

3.6 Permanent Wire Strainers

Permanent wire strainers are to be of the yoke and reel type with a sprung loaded locking bar.

3.7 Crossing Netting

Netting on creek and river crossings will be 7 wire galvanized sheep netting.

3.8 Swung Gates

The swung gates shall be manufactured of 32 mm 2.6wt galvanized steel pipe frame, suitable braced to withstand normal pressure by beef cattle and fully covered with

50mm chain mesh manufactured from 3.15 mm gauge wire and attached with 2.24 mm galvanized lacing wire.

- 3.9 Gate Chains  
Gate chains will be galvanized steel chain and staple type.
- 3.10 Gate gudgeons  
Gudgeons are to be of galvanized steel. Top gudgeon is to be lock through type and the bottom gudgeon a bolt through type.

#### **4.0 Best Practice**

- 4.1 Best fencing practice must be adhered to on all occasions.
- 4.2 Strains  
Length of strains to be determined by the territory but to not exceed 300 metres for HT and 250 metres for No 8 wire. To conform to best practice and if applicable the wire manufacturer's recommendations. Strain to account for weather conditions at time of strain.
- 4.3 Placement of timber strainers, posts and stays  
Under no circumstances are any strainers, stays or posts to be shortened either prior to or subsequent to their placement in the ground.

All strainers are to be dug in or driven and rammed and footed. No.8 (4 mm) galvanised steel wire is to be used on foots. Strainer, angle and intermediate posts are to have a minimum of 117 cm (46") out of the ground. Stays are to be 1/3 of the way up posts.

- 4.4 Placement of wires  
Wires are to be located on the grazing side of the boundary, except where there is a high risk of snow damage where they shall be placed on leeward side away from the prevailing snow. The bottom wire to be 100 -150 mm above the ground.

Post staples are to be driven well in but allow the wire to run through.

All wires are to be securely and neatly tied off and strained evenly. Figure 8 knots are to be used in all joins.

- 4.5 Gate  
Swung gate must close against a post and be able to fully open back against the fence.
- 4.6 Netting at creek crossing  
Netting to be hung at creek and river crossings and left to swing.
- 4.7 Tie Downs  
Tie downs are to consist of half or full steel Y stakes according to conditions and the tie down is to be with 4mm mild steel galvanised wire (which is to remain above ground). If a post is a tie down, it is to be fixed to the Y stake by a 150mm x 6mm galvanized nail.

Anywhere that there is a 100 mm or more upward pull on the wires is to have a tie down placed.

- 4.8 Tie backs  
Tie backs can be used on angle posts or T irons and are permitted on both sides of the fence.

#### **5.0 Resource Management Consents**



The construction of fencing is subject to the Commissioner obtaining any and all consents required pursuant to the Resource Management Act 1991.

**Appendix 4: Form of Public and Minister of Conservation Management Purposes Access Easement Marked a-b-c-d on the plan.**

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# **TRANSFER GRANT OF EASEMENT IN GROSS**

For Public Access and Management Purposes

**Land Transfer Act 1952**

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

**TRANSFER**  
RELEASED UNDER THE OFFICIAL INFORMATION ACT  
**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.*

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).

Consideration

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 GRANTOR TRANSFERS to the GRANTEE all the grantor'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

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

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Transferee

## Annexure Schedule

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

Transfer Easement

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 marked as "a-b-c-d" and "b-c" on the designations plan, which is marked "[ ]" on Deposited Plan/S.O. Plan No [ ].
  - 1.2 "Management Purposes" means:
    - the protection of a significant inherent value of any land managed by the Grantee;
    - the ecological sustainable management of any land managed by the Grantee.
    - the management of the Easement Area consistent with the purposes for which the easement is held under the Conservation Act 1987 or the Reserves Act 1977.
  - 1.3 "Servient Land" means the land owned by the Grantor and described on page 1.
  - 1.4 "Grantee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes tenants, agents, invitees, contractors, licensees and employees of the Minister of Conservation and the Director-General of Conservation; and for the purposes of clause 2.1 [*and 2.2 etc, if required*] only, includes any member of the public.
  - 1.5 "Grantor" means the owner of the Servient Land described on page 1 and includes the Grantor's tenants and invitees.
  - 1.6 "Working day" means the period between any one midnight and the next, excluding Saturdays, Sundays and statutory holidays in the place where the Servient Land is located.

### Standard Easement Terms

#### Access

2. The Grantee has the right in common with the Grantor:
  - 2.1 To pass and re-pass at any time over and along that part of the Easement Area marked in orange dashes "a-b-c-d" on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
  - 2.2 To pass and re-pass at any time over and along that part of the Easement Area marked in orange dashes "a-b-c-d" and in red dashes "b-c" on foot, or on or accompanied by horses, or by non-motorised vehicle, or by motor vehicle, with or without machinery and implements of any kind, with or without guns and accompanied by dogs, for Management Purposes.

## Annexure Schedule

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

Transfer Easement      Dated       Page  of  Pages

3. The Grantor 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 Grantor.

### Exclusion of Schedules

4. 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

5. The easement is to be in perpetuity.

### Temporary Closure of Easement Area

- 6.1 The Grantee may, at any time in exercise of her/his powers, temporarily close all or part of the Easement Area to the public for such period as she/he considers necessary.
- 6.2 For the avoidance of doubt, it is stated that any such temporary closure by the Grantee of all or part of the Easement Area to the public in accordance with clause 6.1 does not affect the rights of the Grantor to continue to access and use the Easement Area.

### Dispute Resolution

- 7.1 If a dispute arises between the Grantor and Grantee concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 7.2 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.
- 7.3 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 for the time being of the New Zealand Law Society.
- 7.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

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.

## Annexure Schedule

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

Transfer Easement

Dated

Page  of  Pages

### Notice

- 8.1 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 email to the receiving party.
- 8.2 If clause 8.1(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.
- 8.3 If clause 8.1(c) applies the notice will be deemed to have been received on the day on which it is emailed if that day is a working day or, if dispatched after 5.00pm, on the next working day after the date of email.

### Gates

9. Where the Grantor wishes to erect fences across the Easement Area, the Grantor shall install a gate not less than 3 metres wide, and either:
- 9.1 Keep the gate unlocked at all times, or
  - 9.2 Ensure the Grantee is provided with a key to the gate; AND
  - 9.3 Install a stile or appropriate facility to allow for public access by foot, horse or non-motorised vehicle.
10. The Grantee (not being a member of the public) has the right:
- 10.1 To mark the Easement Area as appropriate.
  - 10.2 To erect and maintain stiles and/or gates.
  - 10.3 To erect and maintain signs informing the public:
    - (a) of the location of the 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.
  - 10.4 From time to time to modify the surface of the Easement Area so that it becomes and remains fit for the purpose of clauses 2.1 and 2.2 *and* 2.3 *etc.*
  - 10.5 To use whatever reasonable means of access he/she thinks fit over the Easement Area to carry out the works in clause 10.1 to 10.4.

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.

**Annexure Schedule**

**Insert below**  
**“Mortgage”, “Transfer”, “Lease”, etc**

Transfer Easement

Dated

Page

of

Pages

Special Easement Terms

- 11. The standard easement terms contained above must be read subject to any special easement terms set out below.
- 12. If the Grantee (being a member of the public) has a hunting permit, issued by the Director-General of Conservation for public conservation land to which the Easement Area provides access, they may carry a gun on the Easement Area for the purpose of gaining access to hunt on that land.

**Continuation of “Attestation”**

Signed for and on behalf of \_\_\_\_\_ )  
 Her Majesty the Queen by \_\_\_\_\_ )  
 [name] \_\_\_\_\_ )  
 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.

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.

DOCDM-1406280 - Longlands Public Access and Management Purposes Easement  
 DOCDM-1406280 - Longlands Public Access and Management Purposes Easement

Jan 2013  
May 2014



# TRANSFER GRANT OF EASEMENT IN GROSS

For Public Access and Management Purposes

**Land Transfer Act 1952**

Law Firm Acting

Solicitor  
Legal Services  
Department of Conservation  
Christchurch/Dunedin

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

**Appendix 5: Form of the Conservation Covenant Marked CC1 on the plan.**

---

**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*

**THIS DEED of COVENANT** is made the                      day of

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

**AND**    **MINISTER OF CONSERVATION**

**BACKGROUND**

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

**OPERATIVE PARTS**

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

**1. INTERPRETATION**

1.1 In this Covenant unless the context otherwise requires:

- “**Act**”    means the Reserves Act 1977.
- “**Covenant**”                                        means this Deed of Covenant made under section 77 of the Act.
- “**Director-General**”                            means the Director-General of Conservation.
- “**Fence**”    includes a gate.
- “**Fire Authority**”                              means a Fire Authority as defined in the Forest and Rural Fires Act 1977.
- “**Land**”     means the land described in Schedule 1.
- “**Minerals**”                                        means any mineral that is a Crown owned mineral under section 2 of the Crown Minerals Act 1991.

<b>“Minister”</b>	means the Minister of Conservation.
<b>“Natural Water”</b>	includes water contained in streams the banks of which have, from time to time, been realigned.
<b>“Owner”</b>	means the person or persons who from time to time is or are registered as the proprietor(s) of the Land.
<b>“Party” or “Parties”</b>	means either the Minister or the Owner or both.
<b>“Values”</b>	means any or all of the Land’s natural environment, landscape amenity, wildlife habitat, freshwater life habitat, marine life habitat or historic values as specified in Schedule 1.
<b>“Working Day”</b>	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 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;
- 1.2.3 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;
- 1.2.4 words importing the singular number include the plural and vice versa;
- 1.2.5 words importing one gender include the other gender;
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.7 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

## 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 grant to the Minister or authorised agent of the Minister or any employee or contractor of the Director-General, a right of access at all times on and to the Land, with or without motor vehicles, machinery, and implements of any kind, for purposes associated with the management of this Covenant;
  - 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 objectives specified in clause 2.1;
- 5.1.3 prepare, in consultation with the Owner, a monitoring plan to assist the parties to meet the objectives 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, notwithstanding that the Land may from time to time be sold or otherwise disposed of.

### **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 email addressed to the receiving party at the address or email address 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 email, on the day on which it is dispatched if that is a Working Day or, if it is not a Working Day or if it is dispatched after 5.00pm, on the next Working 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 New Zealand Law Society 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 New Zealand Law Society;

- 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. FURTHER AGREEMENT AND APPROVAL**

- 13.1 Where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

- 13.2 Where clauses in this Covenant require the approval of the Minister such approval must not be unreasonably withheld.

## **14. SPECIAL CONDITIONS**

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

- 14.2 The standard conditions contained in this Covenant 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** An area of approximately 600 ha shown in yellow wash and labelled CC1 on the designations plan.
- 2. Address for Service<sup>1</sup>**

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

C/- Box 5244  
DUNEDIN 9058

Phone (03) 477 0677

Email: [otago@doc.govt.nz](mailto:otago@doc.govt.nz)

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

Longlands Station Ltd  
C\ - Geoffrey and Susan Preston  
31 Leven Street  
Dunedin

Email:

(ii) Registered office of Longlands Station Limited:  
Andrew G Hamilton  
Chartered Accountants  
Level 3, 258 Stuart Street  
Dunedin

Email:

- 3. Values of Land to be Protected (Section 77, Reserves Act 1977)**

*(a) To protect the landscape amenity of the Land*

This area provides the foreground to the Pigroot section of SH 85, an important portal to Central Otago. The Pigroot is a valued scenic route and provides one of the few tussock upland corridors to "Central". The foreground provided by the Pigroot foothills is also an important part of the appreciation of the upper slopes of the Kakanui Range.

The remaining tussock area is important visually to the highway experience especially when travelling towards the Maniototo Plain. The tussock provides a context and appearance of a tussock upland leading into Central Otago and a key indication of what the character of the Pigroot once was. There is also a feeling of wildness and remoteness of passing through this area of SH 85. In a national context, retaining this diversity is important to New Zealand's identity and brand.

*(b) To preserve freshwater life on and habitat of the land*

Short Gully

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<sup>1</sup> State street address as well as any Post Office Box number.

This catchment flows into the Swinburn and on to the Taieri River. The surface flow of the creek appears permanent and was contained within an incised mud and gravelly channel. The riparian vegetation consisted of rough pasture grasses, sedges and matagouri. Central Otago galaxias were common throughout the creek ( $n = 5$ , size range 55 - 100 mm, mean  $81 \pm 7.5$  S.E.) and many juveniles observed in pools. The ephemeral nature and unfavourable instream condition of the lower reach of this creek appears to restrict brown trout colonisation. The other tributary on the true right draining this block was infilled and choked with pastoral grasses and appeared ephemeral.

The Swin Burn catchment contains the eastern most extent of Central Otago galaxias distribution (McDowall 2000). This species has recently been reclassified under new criteria (Department of Conservation 2008) and considered '*Nationally vulnerable*' due to the ongoing and predicted decline of the total population (Allibone et al. 2010). Central Otago roundhead galaxias are particularly prone to displacement due to a tendency to occupy low gradient streams (Allibone and Townsend 1997), adversely effected by water abstraction (Allibone 2000) and undergo extreme population fluctuations (Department of Conservation 2004b) which may increase the vulnerability to localised extinction.

### Long Gully

A moderate sized unnamed tributary draining Long Gully enters the Shag River from the true right. Both the tributary and main stem of the Shag River were characterised by clear flowing large run and riffle sequences, dominated by loose gravel substrates. Lower down, riparian vegetation was mainly comprised of thick band of exotic broom and matagouri. Taieri flathead galaxias were prevalent in riffles of the main stem of the Shag River ( $n = 7$ , size range 54 - 100 mm, mean  $66.3 \pm 6.0$  S.E.) but absent in the lower section of the unnamed tributary. Brown trout were observed occupying this area ( $n = 2$ , size range 100 - 150 mm, mean  $125 \pm 25$  S.E.).

The conservation status of Taieri flathead galaxias is currently considered by Allibone et al. (2010) as not threatened with a classification of '*Conservation Dependent*' where it is likely to shift into a higher threat category if present management discontinues (Department of Conservation 2008). The Taieri flathead galaxias demonstrates considerable genetic variation throughout the Shag River catchment (McDowall 2006b). Genetic analysis using mitochondrial DNA techniques has been undertaken to assist in the determination of whether the Shag River population has genetic distinction. Evidence suggests that a "hybrid swarm" has occurred with the Canterbury galaxias (*Galaxias vulgaris*) in the lower Shag River (G. Wallis, University of Otago, pers. com) and a hybridization of several separate Taieri flathead galaxias clades has occurred in upper Shag River (McDowall 2010). Results are far from conclusive and therefore require further work

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

1. The land will be managed to maintain or improve the tall tussock landscape and natural riparian values.
2. Clause 3.1.1 is deleted and replaced with the following;
  - 3.1.1 grazing of the Land by livestock, other than sheep and cattle.  
Cattle may be stocked at not more than 100 cows (which may have calves at foot) on the Land at any time, for the months of September to end April only.
3. The stocking rate and stock type must be at a level that does not, in the sole opinion of the Minister, adversely impact on the values.
4. Clause 3.1.5 is deleted with regard chemical spraying, top dressing or sowing of seed.

Clause 3.1.5 is further varied to allow the Owner, subject to the consent of the Minister, the right to carry out burning (subject to the owner complying with any legal requirements to enable burning to be carried out) on tussock (*Chionochloa rigida*) subject to the following conditions:

  - the purpose of the burn must only be to allow sheep access into dense tussock areas;
  - tussock must be considered fully recovered from any previous disturbances;
  - burning may not be undertaken where there is a significant risk of promoting *Hieracium*;
  - burning may only be carried out in late spring and before 30 September in any year;
  - no vegetation within 20m of Short Gully or Long Gully Creeks will be burned;
  - a minimum of 15 years will elapse from the last burn before a new consent can be applied for;
  - a burning plan must be completed and provided to the Minister;
  - the Ministers representatives will be invited to inspect the burning proposals and will have a right to refuse consent or apply additional requirements if it is considered the above conditions have not or cannot be met.
  - following burning the Owner will not allow sheep to be grazed on the Land for one full growing season;
5. The Owner will monitor tall tussock (*Chionochloa rigida*) on the Land in order to determine what trends are occurring in relation to the condition of native vegetation and make that information available to the Minister.
6. The Owner is permitted to maintain existing firebreaks but will not create new firebreaks.
7. The owner will topdress with a phosphate and sulphur based fertilizer at a rate of not less than 1.8kg of phosphorus and 2.2 kg of sulphur/ha post burning (equivalent of 200kg/ha superphosphate).
8. Notwithstanding clause 3.2.1, the Owner will control broom, gorse and pine trees on the Land and prevent them seeding.
9. The Land will be monitored to ensure that the conditions of the covenant have been adhered to. The details of the monitoring including timing, methods, results and consequential actions are detailed in the monitoring description Schedule 3.

### **SCHEDULE 3**

#### **DESCRIPTION OF THE MONITORING PROGRAMME TO BE ESTABLISHED.**

##### **(DRAFT ONLY)**

#### **1. Responsibilities:**

A vegetation monitoring programme will be established at the commencement of the covenant term by the Minister. Subsequent re-monitoring will occur every 5 years (and on any sale of the property) and is to be organised by the Owner with the assistance of the Minister.

The Minister will be party to the re-monitoring by providing one staff member to assist with the physical monitoring. The Minister will be consulted as to the selection of a suitably qualified monitoring provider (which does not preclude the Owner undertaking this work to an acceptable standard). The Minister will be given a copy of the monitoring report in a format nominated by the Minister.

#### **2. Costs:**

The Minister is responsible for the cost of establishing the monitoring. The Owner will be responsible for the cost of repeat monitoring and the report write up. The Minister will cover his own staff cost for re-monitoring.

#### **3. Monitoring Methods:**

A series of general repeatable photo point sites will be established. The purpose of these photo points is to detect deterioration of the tussock being recorded as a consequence of sheep, cattle and other management practices.

Photo points will be at .... yet to be decided sites and yet to be decided number:

#### **4. Monitoring Results:**

Following monitoring, results will be discussed between the Owner and the Minister.

Should it be noted as a result of monitoring that cattle and/or sheep or other pastoral practices are having a detrimental impact on the values then the Owner will take significant steps to prevent this continuing, which may include such measures as reducing stock numbers or changing stock types.

**GRANT** of

Correct for the purposes of the  
Land Transfer Act 1952  
Solicitor for the Minister

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

**COMMISSIONER OF CROWN  
LANDS**

to

**MINISTER OF CONSERVATION**

---

**Solicitor**

**Department of Conservation  
DUNEDIN/CHRISTCHURCH**

**Appendix 6: Form of the Heritage New Zealand Pouhere Taonga Covenant Marked HNZAC on the plan.**

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HERITAGE COVENANT UNDER THE HERITAGE NEW ZEALAND POUHERE TAONGA ACT 2014

THIS DEED is made the \_\_\_\_\_ day of \_\_\_\_\_ 2015

BETWEEN HERITAGE NEW ZEALAND POUHERE TAONGA, a body corporate under the provisions of the Heritage New Zealand Pouhere Taonga Act 2014 (hereinafter called 'Heritage New Zealand')

of the one part

AND HER MAJESTY THE QUEEN

(hereinafter called 'the Owners')

of the other part

WHEREAS

- (i) The Owners are registered as proprietor of the land described in the First Schedule to this Covenant (hereinafter called 'the land') and upon which the Longlands Stone Stables Building (hereinafter called 'the Stables') described in the Second Schedule to this Covenant is erected.
- (ii) The Stables is a recorded archaeological site and numbered I42/174 in the New Zealand Archaeological Association site record. The Stables is not currently entered on the New Zealand Heritage List.
- (iii) Its heritage status is derived from its historical, architectural and archaeological values.

The Stables, which probably date from the early 1860s, are a link to the beginning of the Preston family connection with the Longlands Station. The Preston family is very important to the history of the wider Kyeburn area and Otago.

The Stables have architectural significance. Their form is unusual in that it is built to the plan of a standard miner's cottage (8 x 9 metres) with a single gable and a lean-to section at the back, a central door and two windows in the long front wall, but only one other window (in the middle of the back wall) and a back door in the side wall. The walls constructed of well-trimmed basalt blocks, 16 inches thick, rubble built with lime mortar and two patches of decorative rocks on each side of door. The latter appear to be banded agate from Moeraki. The interior has not been plastered. The floors are concreted and there is a likelihood that stone cobbling remains below. A tongue-and-groove ceiling with a manhole provides a hay loft which has an outside door high in the gable. Much of the interior woodwork is intact.

The Stables have archaeological significance and are a significance feature within the wider historic pastoral landscape.

- (iv) Heritage New Zealand considers and is satisfied that the Stables should be protected, conserved and maintained as an historic place.
- (v) Heritage New Zealand and the Owners agree to enter into a heritage covenant in respect of the Stables and land pursuant to the Heritage New Zealand Pouhere Taonga Act 2014.

NOW THEREFORE THIS DEED WITNESSES AND THE PARTIES AGREE AND COVENANT WITH EACH OTHER AS FOLLOWS:

- 1        THE Owners agree not to damage or demolish or permit the damage or demolition of the exterior and interior of the Stables including its walls, windows, doors and roof.
  
- 2        THE Owners agree not to do or permit anything, or to undertake or permit any activity that in the reasonable opinion of Heritage New Zealand will be detrimental to the retention, conservation or preservation of the Stables and its setting.
  
- 3        THE Owners agree that any proposed restoration, modification, removal, addition or alteration to the exterior, or interior of the Stables, will require prior written consent of Heritage New Zealand, such consent will not be unreasonably withheld. Heritage New Zealand will take into account the following factors when considering whether to grant its consent and on what conditions:

  - (a)    the extent to which the proposed works could potentially compromise the architectural and historical integrity of the Stables; and
  
  - (b)    the degree of proposed loss of the culturally significant fabric of the Stables, including the incremental effect of any previously approved works; and
  
  - (c)    the question of whether or not the proposed works could be reversed at a subsequent date; and

- (d) the likely effect of the proposed works on the visual appearance of the Stables and
- (e) relevant provisions of the Building Act 2004; and
- (f) the extent to which the proposed works are deemed necessary to assist in the long-term conservation of the Stables; and
- (g) the likely effect of the proposed works on the structural integrity and earthquake resistance of the Stables, including the incremental effect of any previously approved works; and
- (h) relevant provisions of the ICOMOS New Zealand Charter for the Conservation of Places of Cultural Heritage Value (hereinafter called 'the Charter'), a copy of this Charter is attached to the Third Schedule to this Covenant; and
- (i) any other factor that may appear relevant to Heritage New Zealand in the circumstances.

4 HERITAGE New Zealand agrees that, subject to the provisions of this Deed, the Owners may at their own discretion adapt the Stables for any purpose:

- (a) that is a compatible use in terms of minimum impact to the culturally significant features of the Stables, and setting, or changes which are substantially reversible, or changes which require only a minimum impact on those features; and
- (b) that complies with relevant provisions of the Resource Management Act 1991.

5 THE Owners will at their own expense make every reasonable endeavour to maintain the Stables in substantial repair and condition, having regard to its architectural and historical significance and general condition at the date of this agreement. The Owners further agree that all maintenance and conservation work undertaken on the culturally significant original fabric and fittings of the Stables shall be executed in a manner that is consistent with the provisions of the ICOMOS Charter.

6 HERITAGE New Zealand agrees that notwithstanding the provisions of Clause 5, it may consider, on application by the Owners, providing specialist conservation advice on the restoration and maintenance work on the Stables.

7 THE Owners agree not to erect any additional building or structure within 10 metres of the Stables, without the prior written consent with Heritage New Zealand. Heritage New Zealand has discretion as to whether or not to grant the consent and may impose conditions when giving its consent. Heritage New Zealand will take into account the following factors when considering whether to grant its consent or what on conditions;

- (a) the likely impact of the building or structure and any ancillary services on the setting and appearance of the existing Stables; and
- (b) the likely effect of the proposed building or structure on views of the existing Stables from appropriate publicly accessible vantage points in the locality; and
- (c) whether or not the architectural style, scale, building material and exterior decoration of the proposed additional building or structure are broadly compatible with the existing Stables; and
- (d) whether or not the proposed building or structure is clearly ancillary in size, form and function to the existing Stables; and
- (e) the desirability or otherwise of the proposed additional building or structure as a means of assisting in the long-term conservation of the existing Stables; and

- (f) any other fact that may appear relevant to Heritage New Zealand in the circumstances.

8 The Owner agrees to manage the land on the basis that it constitutes a recognised archaeological site in terms of section 6 of the Heritage New Zealand Pouhere Taonga Act 2014 and consequently that the provisions of the Act and particularly section 42 of that Act apply, that is:

*"42 Archaeological sites not to be modified or destroyed  
(1) Unless an authority is granted under section 48, 56(1)(b), or 62 in respect of an archaeological site, no person may modify or destroy, or cause to be modified or destroyed, the whole or any part of that site if that person knows, or ought reasonably to have suspected, that the site is an archaeological site.  
(3) Despite subsection (1), an authority is not required to permit work on a building that is an archaeological site unless the work will result in the demolition of the whole of the building.*

9 THE Owners will allow access to Heritage New Zealand, its servants, and agents, to inspect the land and the Stables at reasonable times and upon reasonable notice for the purpose of ensuring compliance with the provisions of this agreement.

10 THE Owners will notify Heritage New Zealand of any change of ownership or control of all or any part of the land, and will supply Heritage New Zealand with the name and address of the new owner or lessee.

11 THE Owners shall ensure that any sale or disposition of any of the land, prior to registration of this heritage covenant by the District Land Registrar, shall be expressly subject to the purchaser or transferee entering into a heritage covenant with Heritage New Zealand on the same terms and conditions. Any

charge over the land granted by the Owners shall be made expressly subject to the terms of this heritage covenant.

12 THE Owners will not give to any third party the right of occupancy or possession of any of the land without first ensuring that the provisions of this heritage covenant will be complied with during the occupancy or possession by the third party.

13 IN THE EVENT of the Stables or any part of it being damaged or destroyed from any cause whatever the Owners agree to notify Heritage New Zealand immediately. If Heritage New Zealand determines, in consultation with the Owners, that it is not practicable or desirable to repair, restore or reinstate the damage, Heritage New Zealand shall advise the Owners of its decision in that regard. Upon that advice, all obligations of Heritage New Zealand and the Owners under this Deed in respect of the Stables or part of the stables so damaged or destroyed shall cease.

14 FOR the avoidance of doubt:

- (a) the covenants contained in this Deed will bind the Owners' and the Owners' heirs, executors, successors and assigns in perpetuity; and
- (b) the Owners will not be personally liable for damages for any breach of covenant committed after he/she has parted with all interest in the land in respect of which such a breach occurs; and
- (c) where there is more than one owner of the fee-simple title to the land, the covenants contained in this Deed will bind each owner jointly and severally; and
- (d) where the owner is a company the covenants contained in this Deed will bind a receiver, liquidator, statutory manager or statutory receiver.

Where the owner is a natural person this Deed will bind the Official Assignee. In either case this Deed binds a mortgagee in possession; and

- (e) the reference to any Act or Charter in this Deed extends to and includes any amendment to or re-enactment of that Act or revision of that Charter; and
- (f) any dispute which may arise between the Owners and Heritage New Zealand relating to the legal interpretation of this Deed may be resolved by referring the dispute to an arbitrator acceptable to both parties and appointed in accordance with the provisions of the Arbitration Act 1996 as from time to time amended or replaced, whose decision shall be final.

IT is acknowledged that this covenant is entered into pursuant to the provisions of section 39 of the Heritage New Zealand Pouhere Taonga Act 2014.

EXECUTED by the Parties:

THE COMMON SEAL )

of HERITAGE NEW ZEALAND )

POUHERE TAONGA was hereunto )

affixed in the presence of: )

\_\_\_\_\_

Board Member





## **SCHEDULES**

- 1 The land.
- 2 The building.
- 3 ICOMOS New Zealand Charter for the Conservation of Places of Cultural Heritage Value.

### **FIRST SCHEDULE**

An estate in fee-simple being Pt Section 11 BLK V Swinburn SD Otago, being CFR OTA2/1224.

### **SECOND SCHEDULE**

The building known as the Longlands Stone Stables, located at Longlands Station on Preston Road, Kyeburn, Central Otago.

### **THIRD SCHEDULE**

ICOMOS New Zealand Charter for the Conservation of Places of cultural heritage value.

## Third SCHEDULE

**ICOMOS**  
**New Zealand Charter for the Conservation of Places of**  
**Cultural Heritage Value**  
**Revised 2010**

**Preamble**

New Zealand retains a unique assemblage of **places of cultural heritage value** relating to its indigenous and more recent peoples. These areas, **cultural landscapes** and features, buildings and **structures**, gardens, archaeological sites, traditional sites, monuments, and sacred **places** are treasures of distinctive value that have accrued meanings over time. New Zealand shares a general responsibility with the rest of humanity to safeguard its cultural heritage **places** for present and future generations. More specifically, the people of New Zealand have particular ways of perceiving, relating to, and conserving their cultural heritage **places**.

Following the spirit of the International Charter for the Conservation and Restoration of Monuments and Sites (the Venice Charter - 1964), this charter sets out principles to guide the **conservation of places of cultural heritage value** in New Zealand. It is a statement of professional principles for members of ICOMOS New Zealand.

This charter is also intended to guide all those involved in the various aspects of **conservation** work, including owners, guardians, managers, developers, planners, architects, engineers, craftspeople and those in the construction trades, heritage practitioners and advisors, and local and central government authorities. It offers guidance for communities, organisations, and individuals involved with the **conservation** and management of cultural heritage **places**.

This charter should be made an integral part of statutory or regulatory heritage management policies or plans, and should provide support for decision makers in statutory or regulatory processes.

Each article of this charter must be read in the light of all the others. Words in bold in the text are defined in the definitions section of this charter.

This revised charter was adopted by the New Zealand National Committee of the International Council on Monuments and Sites at its meeting on 4 September 2010.

**Purpose of conservation****1. The purpose of conservation**

The purpose of **conservation** is to care for **places of cultural heritage value**.

In general, such **places**:

- (i) have lasting values and can be appreciated in their own right;

- (ii) inform us about the past and the cultures of those who came before us;
- (iii) provide tangible evidence of the continuity between past, present, and future;
- (iv) underpin and reinforce community identity and relationships to ancestors and the land; and
- (v) provide a measure against which the achievements of the present can be compared.

It is the purpose of **conservation** to retain and reveal such values, and to support the ongoing meanings and functions of **places of cultural heritage value**, in the interests of present and future generations.

## Conservation principles

### 2. Understanding cultural heritage value

**Conservation** of a **place** should be based on an understanding and appreciation of all aspects of its **cultural heritage value**, both **tangible** and **intangible**. All available forms of knowledge and evidence provide the means of understanding a **place** and its **cultural heritage value** and **cultural heritage significance**. **Cultural heritage value** should be understood through consultation with **connected people**, systematic documentary and oral research, physical investigation and **recording** of the **place**, and other relevant methods.

All relevant **cultural heritage values** should be recognised, respected, and, where appropriate, revealed, including values which differ, conflict, or compete.

The policy for managing all aspects of a **place**, including its **conservation** and its **use**, and the implementation of the policy, must be based on an understanding of its **cultural heritage value**.

### 3. Indigenous cultural heritage

The indigenous cultural heritage of **tangata whenua** relates to **whanau**, **hapu**, and **iwi** groups. It shapes identity and enhances well-being, and it has particular cultural meanings and values for the present, and associations with those who have gone before. Indigenous cultural heritage brings with it responsibilities of guardianship and the practical application and passing on of associated knowledge, traditional skills, and practices.

The Treaty of Waitangi is the founding document of our nation. Article 2 of the Treaty recognises and guarantees the protection of **tino rangatiratanga**, and so empowers **kaitiakitanga** as customary trusteeship to be exercised by **tangata whenua**. This customary trusteeship is exercised over their **taonga**, such as sacred and traditional **places**, built heritage, traditional practices, and other cultural heritage resources. This obligation extends beyond current legal ownership wherever such cultural heritage exists.

Particular **matauranga**, or knowledge of cultural heritage meaning, value, and practice, is associated with **places**. **Matauranga** is sustained and transmitted through oral, written, and physical forms determined by **tangata**

**whenua**. The **conservation** of such **places** is therefore conditional on decisions made in associated **tangata whenua** communities, and should proceed only in this context. In particular, protocols of access, authority, ritual, and practice are determined at a local level and should be respected.

#### 4. Planning for conservation

**Conservation** should be subject to prior documented assessment and planning.

All **conservation** work should be based on a **conservation plan** which identifies the **cultural heritage value** and **cultural heritage significance** of the **place**, the **conservation** policies, and the extent of the recommended works.

The **conservation plan** should give the highest priority to the **authenticity** and **integrity** of the **place**.

Other guiding documents such as, but not limited to, management plans, cyclical **maintenance** plans, specifications for **conservation** work, interpretation plans, risk mitigation plans, or emergency plans should be guided by a **conservation plan**.

#### 5. Respect for surviving evidence and knowledge

**Conservation** maintains and reveals the **authenticity** and **integrity** of a **place**, and involves the least possible loss of **fabric** or evidence of **cultural heritage value**. Respect for all forms of knowledge and existing evidence, of both **tangible** and **intangible values**, is essential to the **authenticity** and **integrity** of the **place**.

**Conservation** recognises the evidence of time and the contributions of all periods. The **conservation** of a **place** should identify and respect all aspects of its **cultural heritage value** without unwarranted emphasis on any one value at the expense of others.

The removal or obscuring of any physical evidence of any period or activity should be minimised, and should be explicitly justified where it does occur. The **fabric** of a particular period or activity may be obscured or removed if assessment shows that its removal would not diminish the **cultural heritage value** of the **place**.

In **conservation**, evidence of the functions and intangible meanings of **places** of **cultural heritage value** should be respected.

#### 6. Minimum intervention

Work undertaken at a **place** of **cultural heritage value** should involve the least degree of **intervention** consistent with **conservation** and the principles of this charter.

**Intervention** should be the minimum necessary to ensure the retention of **tangible** and **intangible values** and the continuation of **uses** integral to those values. The removal of **fabric** or the alteration of features and spaces that have **cultural heritage value** should be avoided.

#### 7. Physical investigation

Physical investigation of a **place** provides primary evidence that cannot be gained from any other source. Physical investigation should be carried out according to currently accepted professional standards, and should be documented through systematic **recording**.

Invasive investigation of **fabric** of any period should be carried out only where knowledge may be significantly extended, or where it is necessary to establish the existence of **fabric of cultural heritage value**, or where it is necessary for **conservation** work, or where such **fabric** is about to be damaged or destroyed or made inaccessible. The extent of invasive investigation should minimise the disturbance of significant **fabric**.

## 8. Use

The **conservation** of a **place** of **cultural heritage value** is usually facilitated by the **place** serving a useful purpose.

Where the **use** of a **place** is integral to its **cultural heritage value**, that **use** should be retained.

Where a change of **use** is proposed, the new **use** should be compatible with the **cultural heritage value** of the **place**, and should have little or no adverse effect on the **cultural heritage value**.

## 9. Setting

Where the **setting** of a **place** is integral to its **cultural heritage value**, that **setting** should be conserved with the **place** itself. If the **setting** no longer contributes to the **cultural heritage value** of the **place**, and if **reconstruction** of the **setting** can be justified, any **reconstruction** of the **setting** should be based on an understanding of all aspects of the **cultural heritage value** of the **place**.

## 10. Relocation

The on-going association of a **structure** or feature of **cultural heritage value** with its location, site, curtilage, and **setting** is essential to its **authenticity** and **integrity**. Therefore, a **structure** or feature of **cultural heritage value** should remain on its original site.

Relocation of a **structure** or feature of **cultural heritage value**, where its removal is required in order to clear its site for a different purpose or construction, or where its removal is required to enable its **use** on a different site, is not a desirable outcome and is not a **conservation** process.

In exceptional circumstances, a **structure** of **cultural heritage value** may be relocated if its current site is in imminent danger, and if all other means of retaining the **structure** in its current location have been exhausted. In this event, the new location should provide a **setting** compatible with the **cultural heritage value** of the **structure**.

## 11. Documentation and archiving

The **cultural heritage value** and **cultural heritage significance** of a **place**, and all aspects of its **conservation**, should be fully documented to ensure that this information is available to present and future generations.

**Documentation** includes information about all changes to the **place** and any decisions made during the **conservation** process.

**Documentation** should be carried out to archival standards to maximise the longevity of the record, and should be placed in an appropriate archival repository.

**Documentation** should be made available to **connected people** and other interested parties. Where reasons for confidentiality exist, such as security, privacy, or cultural appropriateness, some information may not always be publicly accessible.

## 12. Recording

Evidence provided by the **fabric** of a **place** should be identified and understood through systematic research, **recording**, and analysis.

**Recording** is an essential part of the physical investigation of a **place**. It informs and guides the **conservation** process and its planning. Systematic **recording** should occur prior to, during, and following any **intervention**. It should include the **recording** of new evidence revealed, and any **fabric** obscured or removed.

**Recording** of the changes to a **place** should continue throughout its life.

## 13. Fixtures, fittings, and contents

Fixtures, fittings, and **contents** that are integral to the **cultural heritage value** of a **place** should be retained and conserved with the **place**. Such fixtures, fittings, and **contents** may include carving, painting, weaving, stained glass, wallpaper, surface decoration, works of art, equipment and machinery, furniture, and personal belongings.

**Conservation** of any such material should involve specialist **conservation** expertise appropriate to the material. Where it is necessary to remove any such material, it should be recorded, retained, and protected, until such time as it can be reinstated.

# Conservation processes and practice

## 14. Conservation plans

A **conservation plan**, based on the principles of this charter, should:

- (i) be based on a comprehensive understanding of the **cultural heritage value** of the **place** and assessment of its **cultural heritage significance**;
- (ii) include an assessment of the **fabric** of the **place**, and its condition;
- (iii) give the highest priority to the **authenticity** and **integrity** of the **place**;
- (iv) include the entirety of the **place**, including the **setting**;
- (v) be prepared by objective professionals in appropriate disciplines;
- (vi) consider the needs, abilities, and resources of **connected people**;
- (vii) not be influenced by prior expectations of change or development;
- (viii) specify **conservation** policies to guide decision making and to guide any work to be undertaken;
- (ix) make recommendations for the **conservation** of the **place**; and
- (x) be regularly revised and kept up to date.

## 15. Conservation projects

Conservation projects should include the following:

- (i) consultation with interested parties and **connected people**, continuing throughout the project;
- (ii) opportunities for interested parties and **connected people** to contribute to and participate in the project;
- (iii) research into documentary and oral history, using all relevant sources and repositories of knowledge;
- (iv) physical investigation of the **place** as appropriate;
- (v) use of all appropriate methods of **recording**, such as written, drawn, and photographic;
- (vi) the preparation of a **conservation plan** which meets the principles of this charter;
- (vii) guidance on appropriate **use of the place**;
- (viii) the implementation of any planned **conservation work**;
- (ix) the **documentation** of the **conservation work** as it proceeds; and
- (x) where appropriate, the deposit of all records in an archival repository.

A **conservation** project must not be commenced until any required statutory authorisation has been granted.

## 16. Professional, trade, and craft skills

All aspects of **conservation** work should be planned, directed, supervised, and undertaken by people with appropriate **conservation** training and experience directly relevant to the project.

All **conservation** disciplines, arts, crafts, trades, and traditional skills and practices that are relevant to the project should be applied and promoted.

## 17. Degrees of intervention for conservation purposes

Following research, **recording**, assessment, and planning, **intervention** for **conservation** purposes may include, in increasing degrees of **intervention**:

- (i) **preservation**, through **stabilisation, maintenance, or repair**;
- (ii) **restoration**, through **reassembly, reinstatement, or removal**;
- (iii) **reconstruction**; and
- (iv) **adaptation**.

In many **conservation** projects a range of processes may be utilised. Where appropriate, **conservation** processes may be applied to individual parts or components of a **place of cultural heritage value**.

The extent of any **intervention** for **conservation** purposes should be guided by the **cultural heritage value** of a **place** and the policies for its management as identified in a **conservation plan**. Any **intervention** which would reduce or compromise **cultural heritage value** is undesirable and should not occur.

Preference should be given to the least degree of **intervention**, consistent with this charter.

Re-creation, meaning the conjectural **reconstruction** of a **structure** or **place**; replication, meaning to make a copy of an existing or former **structure**



or **place**; or the construction of generalised representations of typical features or **structures**, are not **conservation** processes and are outside the scope of this charter.

## 18. Preservation

**Preservation** of a **place** involves as little **intervention** as possible, to ensure its long-term survival and the continuation of its **cultural heritage value**.

**Preservation** processes should not obscure or remove the patina of age, particularly where it contributes to the **authenticity** and **integrity** of the **place**, or where it contributes to the structural stability of materials.

### i. Stabilisation

Processes of decay should be slowed by providing treatment or support.

### ii. Maintenance

A **place** of **cultural heritage value** should be maintained regularly. **Maintenance** should be carried out according to a plan or work programme.

### iii. Repair

**Repair** of a **place** of **cultural heritage value** should utilise matching or similar materials. Where it is necessary to employ new materials, they should be distinguishable by experts, and should be documented. Traditional methods and materials should be given preference in **conservation** work.

**Repair** of a technically higher standard than that achieved with the existing materials or construction practices may be justified only where the stability or life expectancy of the site or material is increased, where the new material is compatible with the old, and where the **cultural heritage value** is not diminished.

## 19. Restoration

The process of **restoration** typically involves **reassembly** and **reinstatement**, and may involve the removal of accretions that detract from the **cultural heritage value** of a **place**.

**Restoration** is based on respect for existing **fabric**, and on the identification and analysis of all available evidence, so that the **cultural heritage value** of a **place** is recovered or revealed. **Restoration** should be carried out only if the **cultural heritage value** of the **place** is recovered or revealed by the process.

**Restoration** does not involve conjecture.

### i. Reassembly and reinstatement

**Reassembly** uses existing material and, through the process of **reinstatement**, returns it to its former position. **Reassembly** is more likely to involve work on part of a **place** rather than the whole **place**.

### ii. Removal

Occasionally, existing **fabric** may need to be permanently removed from a **place**. This may be for reasons of advanced decay, or loss of structural **integrity**, or because particular **fabric** has been identified in a

**conservation plan** as detracting from the **cultural heritage value** of the **place**.

The **fabric** removed should be systematically **recorded** before and during its removal. In some cases it may be appropriate to store, on a long-term basis, material of evidential value that has been removed.

## 20. Reconstruction

**Reconstruction** is distinguished from **restoration** by the introduction of new material to replace material that has been lost.

**Reconstruction** is appropriate if it is essential to the function, **integrity, intangible value**, or understanding of a **place**, if sufficient physical and documentary evidence exists to minimise conjecture, and if surviving **cultural heritage value** is preserved.

Reconstructed elements should not usually constitute the majority of a **place** or **structure**.

## 21. Adaptation

The **conservation** of a **place** of **cultural heritage value** is usually facilitated by the **place** serving a useful purpose. Proposals for **adaptation** of a **place** may arise from maintaining its continuing **use**, or from a proposed change of **use**. Alterations and additions may be acceptable where they are necessary for a **compatible use** of the **place**. Any change should be the minimum necessary, should be substantially reversible, and should have little or no adverse effect on the **cultural heritage value** of the **place**.

Any alterations or additions should be compatible with the original form and **fabric** of the **place**, and should avoid inappropriate or incompatible contrasts of form, scale, mass, colour, and material. **Adaptation** should not dominate or substantially obscure the original form and **fabric**, and should not adversely affect the **setting** of a **place** of **cultural heritage value**. New work should complement the original form and **fabric**.

## 22. Non-intervention

In some circumstances, assessment of the **cultural heritage value** of a **place** may show that it is not desirable to undertake any **conservation intervention** at that time. This approach may be appropriate where undisturbed constancy of **intangible values**, such as the spiritual associations of a sacred **place**, may be more important than its physical attributes.

## 23. Interpretation

Interpretation actively enhances public understanding of all aspects of **places** of **cultural heritage value** and their **conservation**. Relevant cultural protocols are integral to that understanding, and should be identified and observed.

Where appropriate, interpretation should assist the understanding of **tangible and intangible values** of a **place** which may not be readily perceived, such as the sequence of construction and change, and the meanings and associations of the **place** for **connected people**.

Any interpretation should respect the **cultural heritage value** of a **place**. Interpretation methods should be appropriate to the **place**. Physical **interventions** for interpretation purposes should not detract from the experience of the **place**, and should not have an adverse effect on its **tangible** or **intangible values**.

#### 24. Risk mitigation

**Places of cultural heritage value** may be vulnerable to natural disasters such as flood, storm, or earthquake; or to humanly induced threats and risks such as those arising from earthworks, subdivision and development, buildings works, or wilful damage or neglect. In order to safeguard **cultural heritage value**, planning for risk mitigation and emergency management is necessary.

Potential risks to any **place of cultural heritage value** should be assessed. Where appropriate, a risk mitigation plan, an emergency plan, and/or a protection plan should be prepared, and implemented as far as possible, with reference to a conservation plan.

### Definitions

For the purposes of this charter:

**Adaptation** means the process(es) of modifying a **place** for a **compatible use** while retaining its **cultural heritage value**. **Adaptation** processes include alteration and addition.

**Authenticity** means the credibility or truthfulness of the surviving evidence and knowledge of the **cultural heritage value** of a **place**. Relevant evidence includes form and design, substance and **fabric**, technology and craftsmanship, location and surroundings, context and **setting**, **use** and function, traditions, spiritual essence, and sense of place, and includes **tangible** and **intangible values**. Assessment of **authenticity** is based on identification and analysis of relevant evidence and knowledge, and respect for its cultural context.

**Compatible use** means a **use** which is consistent with the **cultural heritage value** of a **place**, and which has little or no adverse impact on its **authenticity** and **integrity**.

**Connected people** means any groups, organisations, or individuals having a sense of association with or responsibility for a **place of cultural heritage value**.

**Conservation** means all the processes of understanding and caring for a **place** so as to safeguard its **cultural heritage value**. **Conservation** is based on respect for the existing **fabric**, associations, meanings, and **use** of the **place**. It requires a cautious approach of doing as much work as necessary but as little as possible, and retaining **authenticity** and **integrity**, to ensure that the **place** and its values are passed on to future generations.

**Conservation plan** means an objective report which documents the history, **fabric**, and **cultural heritage value** of a **place**, assesses its **cultural heritage significance**, describes the condition of the **place**, outlines **conservation policies** for managing the **place**, and makes recommendations for the **conservation** of the **place**.

**Contents** means moveable objects, collections, chattels, documents, works of art, and ephemera that are not fixed or fitted to a **place**, and which have been assessed as being integral to its **cultural heritage value**.

**Cultural heritage significance** means the **cultural heritage value** of a **place** relative to other similar or comparable **places**, recognising the particular cultural context of the **place**.

**Cultural heritage value/s** means possessing aesthetic, archaeological, architectural, commemorative, functional, historical, landscape, monumental, scientific, social, spiritual, symbolic, technological, traditional, or other **tangible** or **intangible values**, associated with human activity.

**Cultural landscapes** means an area possessing **cultural heritage value** arising from the relationships between people and the environment. **Cultural landscapes** may have been designed, such as gardens, or may have evolved from human settlement and land use over time, resulting in a diversity of distinctive landscapes in different areas. Associative **cultural landscapes**, such as sacred mountains, may lack **tangible** cultural elements but may have strong **intangible** cultural or spiritual associations.

**Documentation** means collecting, **recording**, keeping, and managing information about a **place** and its **cultural heritage value**, including information about its history, **fabric**, and meaning; information about decisions taken; and information about physical changes and **interventions** made to the **place**.

**Fabric** means all the physical material of a **place**, including subsurface material, **structures**, and interior and exterior surfaces including the patina of age; and including fixtures and fittings, and gardens and plantings.

**Hapu** means a section of a large tribe of the **tangata whenua**.

**Intangible value** means the abstract **cultural heritage value** of the meanings or associations of a **place**, including commemorative, historical, social, spiritual, symbolic, or traditional values.

**Integrity** means the wholeness or intactness of a **place**, including its meaning and sense of **place**, and all the **tangible** and **intangible** attributes and elements necessary to express its **cultural heritage value**.

**Intervention** means any activity that causes disturbance of or alteration to a **place** or its **fabric**. **Intervention** includes archaeological excavation, invasive investigation of built **structures**, and any **intervention** for **conservation** purposes.

**Iwi** means a tribe of the **tangata whenua**.

**Kaitiakitanga** means the duty of customary trusteeship, stewardship, guardianship, and protection of land, resources, or **taonga**.

**Maintenance** means regular and on-going protective care of a **place** to prevent deterioration and to retain its **cultural heritage value**.

**Matauranga** means traditional or cultural knowledge of the **tangata whenua**.

**Non-intervention** means to choose not to undertake any activity that causes disturbance of or alteration to a **place** or its **fabric**.

**Place** means any land having **cultural heritage value** in New Zealand, including areas; **cultural landscapes**; buildings, **structures**, and monuments; groups of buildings, **structures**, or monuments; gardens and plantings; archaeological sites and features; traditional sites; sacred **places**; townscapes and

streetscapes; and settlements. **Place** may also include land covered by water, and any body of water. **Place** includes the **setting** of any such **place**.

**Preservation** means to maintain a **place** with as little change as possible.

**Reassembly** means to put existing but disarticulated parts of a **structure** back together.

**Reconstruction** means to build again as closely as possible to a documented earlier form, using new materials.

**Recording** means the process of capturing information and creating an archival record of the **fabric** and **setting** of a **place**, including its configuration, condition, **use**, and change over time.

**Reinstatement** means to put material components of a **place**, including the products of **reassembly**, back in position.

**Repair** means to make good decayed or damaged **fabric** using identical, closely similar, or otherwise appropriate material.

**Restoration** means to return a **place** to a known earlier form, by **reassembly** and **reinstatement**, and/or by removal of elements that detract from its **cultural heritage value**.

**Setting** means the area around and/or adjacent to a **place** of **cultural heritage value** that is integral to its function, meaning, and relationships. **Setting** includes the **structures**, outbuildings, features, gardens, curtilage, airspace, and accessways forming the spatial context of the **place** or used in association with the **place**. **Setting** also includes **cultural landscapes**, townscapes, and streetscapes; perspectives, views, and viewshafts to and from a **place**; and relationships with other **places** which contribute to the **cultural heritage value** of the **place**. **Setting** may extend beyond the area defined by legal title, and may include a buffer zone necessary for the long-term protection of the **cultural heritage value** of the **place**.

**Stabilisation** means the arrest or slowing of the processes of decay.

**Structure** means any building, standing remains, equipment, device, or other facility made by people and which is fixed to the land.

**Tangata whenua** means generally the original indigenous inhabitants of the land; and means specifically the people exercising **kaitiakitanga** over particular land, resources, or **taonga**.

**Tangible value** means the physically observable **cultural heritage value** of a **place**, including archaeological, architectural, landscape, monumental, scientific, or technological values.

**Taonga** means anything highly prized for its cultural, economic, historical, spiritual, or traditional value, including land and natural and cultural resources.

**Tino rangatiratanga** means the exercise of full chieftainship, authority, and responsibility.

**Use** means the functions of a **place**, and the activities and practices that may occur at the **place**. The functions, activities, and practices may in themselves be of **cultural heritage value**.

**Whanau** means an extended family which is part of a **hapu** or **iwi**.

**ISBN 978-0-473-17116-2 (PDF)**

English language text first published 1993

Bilingual text first published 1995

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This revised text replaces the 1993 and 1995 versions and should be referenced as the *ICOMOS New Zealand Charter for the Conservation of Places of Cultural Heritage Value* (ICOMOS New Zealand Charter 2010).

This revision incorporates changes in conservation philosophy and best practice since 1993 and is the only version of the ICOMOS New Zealand Charter approved by ICOMOS New Zealand (Inc.) for use.

**Copies of this charter may be obtained from**

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URL: [http://www.icomos.org.nz/docs/NZ\\_Charter.pdf](http://www.icomos.org.nz/docs/NZ_Charter.pdf), accessed 8 Feb 2012.

**Execution Section**

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 [ ] pursuant to a  
delegation under the Crown  
Pastoral Land Act 1998 in the  
presence of:

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** by [the Holder] in the  
presence of:

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**OR**

**SIGNED** for and on behalf of Longlands Station Limited by two of its directors:

\_\_\_\_\_  
**Geoffrey Farrar Preston**

\_\_\_\_\_  
**Susan Denise Preston**