



Crown Pastoral Land Tenure Review

Lease name : MT DASHER

Lease number : PO 030

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.

June

15

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

Date:

Parties

Holder:

Mt Dasher Limited
14C RD
OAMARU

Commissioner of Crown Lands:

C/- Andrea Thom
Portfolio Manager
Crown Property and Investment
Land Information New Zealand
Private Bag 4721
Christchurch 8140

The Land

Lease:	Mt Dasher
Legal Description:	Run 571 Waihemo and Kakanui SD.
Area:	7133.7985 ha (subject to survey)
Certificate of Title/Unique Identifier:	OT 338/30

Summary of Designations

Under this Proposal, the Land is designated as follows:

- (a) The Crown Land (shown shaded 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 green or yellow on the Plan) is to be disposed by freehold disposal to the Holder as set out in Schedule Three.

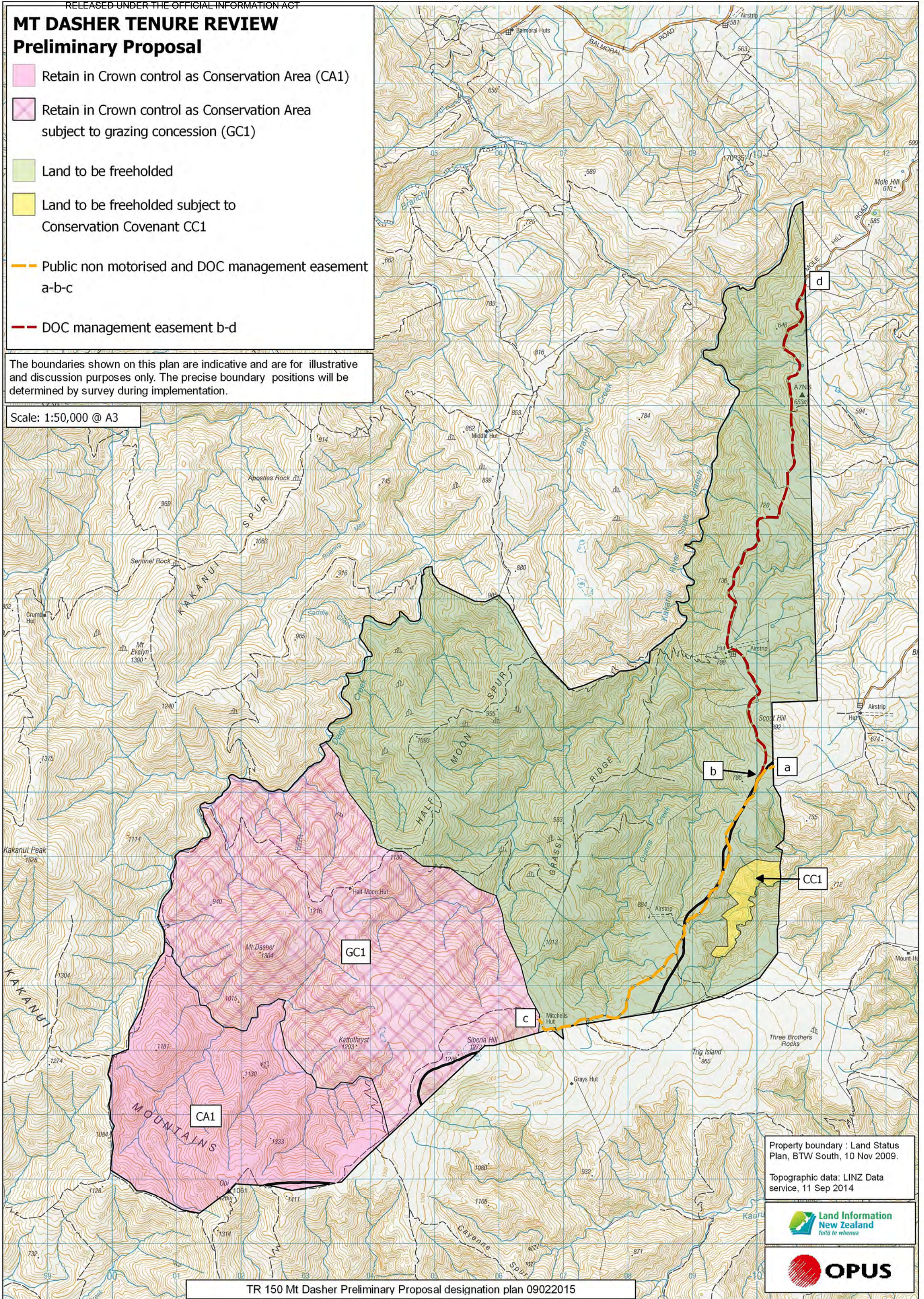
1 The Plan

MT DASHER TENURE REVIEW Preliminary Proposal

- Retain in Crown control as Conservation Area (CA1)
- Retain in Crown control as Conservation Area subject to grazing concession (GC1)
- Land to be freeholded
- Land to be freeholded subject to Conservation Covenant CC1
- Public non motorised and DOC management easement a-b-c
- DOC management easement b-d

The boundaries shown on this plan are indicative and are for illustrative and discussion purposes only. The precise boundary positions will be determined by survey during implementation.

Scale: 1:50,000 @ A3



Property boundary : Land Status Plan, BTW South, 10 Nov 2009.
 Topographic data: LINZ Data service, 11 Sep 2014



2 Conditions

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

3 Settlement

- 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

- 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

- 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.

6 Vesting of Crown Land

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

7 Issue of Certificate of Title

- 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.

8 Registration of Documents

- 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.

9 Consents

- 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

- 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

- 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 (if applicable); 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

- 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

- 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

- 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

- 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; and

the 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.

16 No Representations or Warranties by the Commissioner

- 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.

17 Acceptance

- 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.

18 Solicitors Certificate

- 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.

19 Default

- 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.

20 Goods and Services Tax

- 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 10th 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 10th 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

- 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

- 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.

23 No nomination or assignment

- 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.

24 Recreation Permit

- 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.

25 Consents for Activities

- 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.

26 General

- 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

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 15th 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

1 Details of Designation

Nil.

2 Schedule One Improvements

Nil.

Schedule Two: Provisions relating to the Schedule Two Land

1 Details of Designation

- 1.1 Under this Proposal the land shown shaded pink and labelled CA1 on the Plan, being 2,927 hectares (approximately) is designated as land to be restored to or retained in Crown control as conservation area subject to:
- (a) the granting of the grazing concession shown with cross hatching and labelled GC1 on the Plan and substantially as set out in Appendix 4;

2 Information Concerning Proposed Concession

- 2.1 *Description of proposed activities [s.39(a)]:*
The grazing concession provides for grazing of ewe sheep only at a rate not exceeding 0.2 su/ha/per annum between 1 January and 30 April.
- 2.2 *Description of place(s) where proposed activity to be carried out and proposed status [s.39(b)]:*
The proposed grazing concession is to provide ewe for sheep grazing over an area of land proposed to become conservation area. Currently described as the Mt Dasher and Trig C blocks and labelled GC1 over part of CA1 on the proposed designations plan.
- 2.3 *Description of potential effects of proposed activity and any actions proposed to avoid, mitigate or remedy any adverse effect, [s.39(c)] noting the requirements of s.51(3)(a) and s.51(2)(d) of the CPLA:*

DOC staff will periodically visit the concession area of proposed conservation land for a range of activities including surveillance and control of wild animals and weeds and will therefore be aware if the concession activity is having any negative effects. Given the limited term of this concession it is not considered appropriate to establish elaborate monitoring.
- 2.4 *Details of the proposed types of concession:*
The proposed grazing concession will be under Section 17Q Conservation Act 1987.
- 2.5 *Proposed duration of concession and reasons for proposed duration [s.39(e)]:*
a) Proposed duration- The grazing concession will be for a term of 10 years .
b) Reasons for proposed duration-
To provide for summer grazing .
- 2.6 *Relevant information about the proposed grantee including information relevant to the grantee's ability to carry out the proposed activity [s.39(f)]:*
a) Proposed grantee- Mt Dasher Limited
b) Relevant information-
The proposed concessionaire currently grazes the land in a responsible manner.

Schedule Three: Provisions relating to the Schedule Three Land

1 Details of designation

- 1.1 Under this Proposal the land shown shaded green or yellow on the Plan, being 4,206.7985 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 covenant shown shaded yellow and marked as CC1 on the Plan and substantially as set out in Appendix 5.
 - (d) the easements shown with a dashed orange line and labelled a-b-c, and b-d on the Plan and substantially as set out in Appendix 6.
 - (e) The continuation in force of an appurtenant right of way over Section 23 Block VIII Kauru Survey District (CT OT451/93) created by transfer 251503 listed on the Mt Dasher title OT338/30. A copy of this easement is attached as Appendix 7.
 - (f) The continuation in force of an appurtenant right of way over Section 25 Block VIII Kauru Survey District (CT OT451/94) created by transfer 251504 listed on the Mt Dasher title OT338/30. A copy of this easement is attached as Appendix 8.

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;
 - (c) the Commissioner has reviewed, and is satisfied, in its sole discretion that the easement referred to in Appendix 6 is in an acceptable form, has been executed, consented by the necessary parties and has been registered against the Lease.

- 2 The land described in Schedule 2 will continue to be subject to three unregistered consents under the Resource Management Act 1991, which are not designations under section 36 of the Crown Pastoral Land Act 1998. Consents 99325 and 2000.469 are permits to take water from a stonefield for rural supply, and consent 2000.471 is a permit to discharge water from a sedimentation tank, for the purpose of rural supply. All three permits are held by the Waitaki District Council. These consents are set out in Appendix 9.

Pursuant to Clause 9.1(c) of this proposal, the consent of the Otago Regional Council and the consent holder should be obtained in relation to these consent.

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

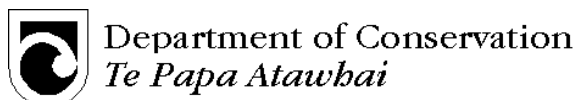
[signed by principal of law firm]

Appendix 3: Indicative Fencing and Construction Requirements

Nil

Appendix 4: Form of Grazing Concession to be Created

(GC1)



Department of Conservation
Te Papa Atawhai

Concession Number:

Concession Document (Grazing Licence)

THIS CONCESSION is made this day of

PARTIES:

- 1. Minister of Conservation** (the Grantor)
- 2. Mt Dasher Limited** (the Concessionaire)

BACKGROUND

- A. The Department of Conservation ("Department") Te Papa Atawhai is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- B. The land described in Item 1 of Schedule 1 as the Land is a Conservation Area or a Reserve under the management of the Grantor.
- C. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant a Concession for a Concession Activity in a Conservation Area and a Reserve under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).
- D. The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Concession.
- E. The parties wish to record the terms and conditions of this Concession and its Schedules.

OPERATIVE PARTS

1. In exercise of the Grantor's powers under the Crown Pastoral Land Act 1998, and the Conservation Act 1987 or the Reserves Act 1977 as relevant, the Grantor **GRANTS** to the Concessionaire a **GRAZING LICENCE** to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Concession and its Schedules.

<p>SIGNED on behalf of the Minister of Conservation by [insert name and title of delegate]</p> <p>acting under delegated authority in the presence of:</p> <p>_____</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Witness Occupation: _____</p> <p>Witness Address: _____</p> <p>A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-22 Manners Street, Wellington.</p>	<p>SIGNED by Mt Dasher Limited by its Director Wayne Ritchie Sim:</p> <p>_____</p> <p>in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Witness Occupation: _____</p> <p>Witness Address: _____</p>
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SCHEDULE 1

1.	Land (Schedule 4)	<p>As marked on the Proposed Designations plan attached in Schedule 4</p> <p>Physical description/ Common name: The area of land known as Trig C and Mt Dasher blocks</p> <p>Land Status: proposed Stewardship area held under section 62 of the Conservation Act 1987</p> <p>Area: 1915ha approx</p> <p>Legal description: (subject to tenure review survey)</p> <p>Map reference : NaPALIS ID</p>
2.	Concession Activity (clause 2)	<p>Sheep grazing by ewes only at a rate not exceeding 0.2 su/ha/annum* within the period from 1 January to 30 April inclusive during each year of the term</p> <p>* 1 ewe = 1 stock unit (su)</p> <p>Maximum stock units permitted on the Land at any one time is 2500 (but must not exceed 0.2 stock units per hectare per annum on the land).</p>
3.	Term (clause 3)	<p>10 years commencing on the date that an approved plan is registered vesting the Land in the Crown as a conservation area.</p>
4.	Renewal(s) (clause 3)	<p>None.</p>
5.	Final Expiry Date (clause 3)	<p>The 10th anniversary of the commencement date.</p>
6.	Concession Fee (clause 4 and Schedule 5)	<p>Concession Activity Fee</p> <p>An activity fee will be calculated on the basis of \$8 per su per annum plus GST for the stock run on the Land during the permitted grazing period for that year.</p> <p>In order that the activity fee may be calculated, the Concessionaire will file a return of stock in the form in Schedule 5 to the Grantor by 30 June in each year showing the stock carried on the Land over the preceding 12 months.</p> <p>If a return is not made by this date, the activity fee will be charged assuming the maximum stock numbers* had been run for the total permitted period.</p> <p>* The maximum stock able to be run on 1915 ha over the four month period is 1168 su.</p> <p>Annual Management Fee: \$500 per annum plus GST</p> <p>Annual Environmental Monitoring Fee:</p>

Concessionaire's initials		Grantor's initials	
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		<i>Not required</i>
7.	Concession Fee Payment Instalments <i>(clause 4)</i>	<i>Annually</i>
8.	Concession Fee Payment Date(s) <i>(clause 4)</i>	<i>On or before the date specified on the invoice issued by the Grantor.</i>
9.	Penalty Interest Rate <i>(clause 4)</i>	<i>Double the current Official Cash Rate (OCR). See Reserve Bank of New Zealand website</i>
10.	Concession Fee Review Date(s) <i>(clause 5)</i>	<i>On the third anniversary of the date of commencement of this Concession as set out in item 3 above and the corresponding date every 3 years thereafter until the expiry of the term. (Insert 3 year anniversary date)</i>
11.	Health and Safety <i>(clause 12)</i>	<i>Safety Plan: Not required</i>
12.	Insurance <i>(To be obtained by Concessionaire) (clause 11)</i>	<i>Types and amounts: Public Liability Insurance for: (a) General indemnity for an amount no less than \$1,000,000.00; and (b) Forest and Rural Fires Act extension for an amount no less than \$250,000.00; and Third party vehicle liability for an amount no less than \$500,000.00. Subject to review on each Concession Fee Review Date</i>
13.	Addresses Notices <i>(clause 21)</i>	for <i>The Grantor's address is: Physical Address: Department of Conservation Conservation House 77 Lower Stuart Street Dunedin 9016 Postal Address: PO Box 5244 Moray Place Dunedin 9058 Phone: (03) 477 0677 Email: permissionsdunedin@doc.govt.nz</i>
		<i>The Concessionaire's address in New Zealand is: Mt Dasher Station 14C RD Oamaru Phone:</i>

Concessionaire's initials		Grantor's initials	
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		<i>Email:</i>
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Note: The clause references are to the Minister of Conservation's Standard Terms and Conditions for Grazing Licences set out in Schedule 2.

Note: Please initial each page of Schedule 1

<i>Concessionaire's initials</i>		<i>Grantor's initials</i>	
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SCHEDULE 2

STANDARD TERMS AND CONDITIONS FOR GRAZING LICENCES

1. Interpretation

1.1 In this Concession, unless the context otherwise requires:

“**Background**” means the matters referred to under the heading ‘Background’ on the first page of this Document, and words used in the Background have the meaning given to them in this clause 1.1.

“**Concession**” means this document and any subsequent amendments and all schedules, annexures, and plans attached to it.

“**Concession Activity**” means the activity described in item 2 of Schedule 1.

“**Conservation Area**” has the same meaning as “conservation area” in section 2 of the Conservation Act 1987.

“**Director-General**” means the Director-General of Conservation

“**Land**” means the land described in item 1 of Schedule 1.

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

“**Structure**” includes a bridge, a culvert, and a fence, but not a temporary electric fence.

“**Term**” means the period of time specified in Item 5 of Schedule 1 during which this Concession operates.

1.2 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Concessionaire.

2. What is being authorised?

2.1 The Concessionaire is only allowed to use the Land for the Concession Activity.

3. How long is the Concession for - the Term?

3.1 This Concession commences on the date set out in Item 3 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.

3.2 No renewals of this Concession are permitted.

4. What are the fees and when are they to be paid?

4.1 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee (which includes the Annual Activity Fees, the Management Fee, and the Environmental Monitoring Fee) plus GST in the instalments and on the Concession Fee Payment Dates specified in Items 6, 7 and 8 of Schedule 1.

4.2 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 9 of Schedule 1.

5. When can the fees be reviewed?

5.1 The Grantor is to review the Concession Fee on the Concession Fee Review Date stated in Item 10 of Schedule 1. The new Concession Fee is to be the market value of the Concession Activity carried out on the Land having regard to the matters set out in section 17Y(2) of the Conservation Act 1987.

5.2 Both parties are to agree on the new fee within 30 working days of the Grantor giving the Concessionaire written notice of the review.

5.3 If the parties cannot so agree then each party is to appoint a Registered Valuer who must meet and agree on the new fee. If the Registered Valuers fail to reach agreement the new fee is to be determined by an umpire appointed by the two Registered Valuers. Each party is to bear that party's own costs and half the costs of the umpire (if any).

6. Are there any other charges?

6.1 The Concessionaire must pay all levies rates and other charges, including utility charges payable in respect of the Land or for the services provided to the Land which relate to the Concessionaire's use of the Land or the carrying on of the Concession Activity. Where the Grantor has paid such levies, rates or other charges the Concessionaire must on receipt of an invoice from the Grantor pay such sum to the Grantor within 14 days of receiving the invoice. If payment is not made within the 14 days then the Concessionaire is to pay interest on the unpaid sum from the date payment was due until the date of payment at the Penalty Interest Rate specified in Item 9 of Schedule 1.

7. When can the Concession be assigned?

7.1 The Concessionaire must not transfer, sub licence, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Concession or any part of it (which includes the Concessionaire entering into a contract or any other arrangement whatsoever whereby the Concession Activity would be carried out by a person (called the assignee) other than the Concessionaire) without the prior written consent of the Grantor.

7.2 The Grantor may in the Grantor's discretion decline any application for consent under clause 7.1.

7.3 Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor, in the Grantor's discretion, decides otherwise.

7.4 If the Grantor gives consent under this clause then the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Concession.

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

7.6 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire is to be deemed to be an assignment and requires the consent of the Grantor.

8. What are the obligations to protect the environment?

8.1 The Concessionaire must not cut down or damage any vegetation; or damage any natural feature or historic resource on the Land; or light any fire on the Land without the prior consent of the Grantor.

8.2 The Concessionaire must use and manage the Land in a good and husband like manner, and not impoverish or waste its soil.

8.3 The Concessionaire must keep the Land free from plant and animal pests and must comply with the Biosecurity Act 1993 and relevant pest management strategies.

8.4 The Concessionaire must not bury

(a) any toilet waste within 50 metres of a water source on the Land; or

(b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

9. When can structures be erected?

9.1 The Concessionaire must not place any Structure on the Land nor alter the Land without the prior written consent of the Grantor.

9.2 The Concessionaire must keep all Structures, gates, stiles, cattle stops drains and other physical improvements now or hereafter upon the Land, in good order, condition and repair and must keep the land in a clean and tidy condition and must not store hazardous materials on the Land, or store other materials on the Land where they may obstruct the public or create a nuisance.

9.3 Despite clause 9.1, where there are existing tracks on the Land, the Concessionaire may maintain these tracks within their existing alignment at its own cost, without obtaining the prior written consent of the Grantor.

10. What if the Concessionaire wishes to surrender the Concession?

10.1 If the Concessionaire wishes to surrender this Concession during the currency of the Term, then the Grantor may accept that surrender on such conditions as the Grantor considers appropriate.

11. What are the liabilities and who insures?

11.1 The Concessionaire agrees to use the Land at the Concessionaire's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Land.

- 11.2 The Concessionaire must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Concessionaire's performance of the Concession Activity.
- 11.3 This indemnity is to continue after the expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its expiry or termination.
- 11.4 Without prejudice to or in any way limiting its liability under this clause 12 the Concessionaire at the Concessionaire's expense must take out and keep current policies for insurance and for the amounts not less than the sums stated in Item 12 of Schedule 1 with a substantial and reputable insurer.
- 11.5 The Grantor may on each Concession Fee Review Date on giving 10 working day's notice to the Concessionaire alter the amounts of insurance required under clause 11.4. On receiving such notice the Concessionaire must within 10 working days take out and keep current policies for insurance and for the amounts not less than the sums specified in that notice.
- 11.6 The Concessionaire must, provide to the Grantor within 5 working days of the Grantor so requesting:
- (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/ or;
 - (b) a copy of the current certificate of such policies.

12. What about Health and Safety?

- 12.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with its safety plan (if one is required in Item 11 of Schedule 1), and with any safety directions of the Grantor.
- 12.2 Before commencing the Concession Activity the Concessionaire must, if required by Item 11 of Schedule 1 prepare a safety plan;
- 12.3 The Grantor may at any time request the Concessionaire to provide the Grantor with a copy of the current safety plan in which case the Concessionaire must provide the copy within 10 working days of receiving the request.
- 12.4 The Concessionaire must notify the Grantor of any natural events or activities on the Land or surrounding area which may endanger the public or the environment.

13. What are the compliance obligations of the Concessionaire?

- 13.1 The Concessionaire must comply where relevant:
- (a) with the provisions of any conservation management strategy or conservation management plan under the Conservation Act 1987 or Part 2A of the Reserves Act 1977, or any general policy statement made under the Conservation Act 1987, National Parks Act 1980, Reserves Act 1977, or the Wildlife Act 1953, or management plan under section 45 of the National Parks Act 1980, whichever

is appropriate to the Land, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Concession takes effect; and

- (b) with the Conservation Act 1987, the Reserves Act 1977, National Parks Act 1980, Wildlife Act 1953 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Land or affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 and Wildlife Act 1953 or bylaws made under the Reserves Act 1977; and
- (c) with all notices and requisitions of any competent authority affecting or relating to the land or affecting or relating to the conduct of the Concession Activity.

13.2 The Concessionaire must comply with this Concession.

13.3 A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 13.1 (a) is deemed to be a breach of this Concession.

13.4 A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Land or affecting or relating to the Concession Activity is deemed to be a breach of this Concession.

14. **When can the Concession be suspended?**

14.1 If, in the Grantor's opinion, there is a temporary risk to any natural or historic resource on or in the vicinity of the Land or to public safety whether arising from natural events such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire, then the Grantor may suspend this Concession.

14.2 If, in the Grantor's opinion, the activities of the Concessionaire is having or may have an adverse effect on the natural, historic or cultural values or resources of the Land and the Grantor considers that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor, then the Grantor may suspend this Concession until the Concessionaire avoids, remedies or mitigates the adverse effect to the Grantor's satisfaction.

14.3 The Grantor may suspend the Concession for such period as the Grantor determines where the Concessionaire has breached any terms of this Concession.

14.4 The Grantor may suspend this Concession while the Grantor investigates any of the circumstances contemplated in clauses 14.1 and 14.2 and also while the Grantor investigates any potential breach or possible offence by the Concessionaire, whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act.

14.5 The word "investigates" in clause 14.4 includes the laying of charges and awaiting the decision of the Court.

14.6 During any period of temporary suspension arising under clauses 14.1 or 14.2 the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.

14.7 The Grantor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under this clause 14 including loss of profits.

15. When can the Concession be terminated?

15.1 If:

(a) the Concessionaire breaches any of the conditions of this Concession; or

(b) the whole or any part of the Land is required for the Grantor's use

the Grantor may terminate this Concession at any time in respect of the whole or any part of the Land. Before so terminating the Grantor must give the Concessionaire either

(c) one calendar month's notice in writing; or

(d) such other time period which in the sole opinion of the Grantor appears reasonable and necessary

of the Grantor's intention so to terminate this Concession. If this Concession is terminated then the Grantor, at the Grantor's sole discretion, may adjust the Concession Fee payable or refund any Concession Fee paid in advance.

16. What are the Grantor's Rights to remedy defaults?

16.1 The Grantor may choose to remedy at any time without notice any default by the Concessionaire under this Concession. Where that occurs, the Concessionaire must pay forthwith on demand all reasonable costs incurred by the Grantor in remedying such default.

17. What happens on termination or expiry of the Concession?

17.1 On expiry or termination of this Concession, either as to all or part of the Land, the Concessionaire is not entitled to compensation for any Structures or other improvements placed or carried out by the Concessionaire on the Land.

17.2 The Concessionaire may, with the Grantor's written consent, remove any specified Structures, gates, drains and other physical improvements erected or placed on the land by the Concessionaire on the Land. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Land in a clean and tidy condition.

17.3 The Concessionaire must, if the Grantor gives written notice, remove any specified Structures, gates, drains and other physical improvements on the Land. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Land in a clean and tidy condition.

18. When is the Grantor's consent required?

18.1 Where the Grantor's consent or approval is expressly required under this Concession then the Concessionaire must seek that approval or consent for each separate time it is required even though the Grantor may have given approval or consent for a like

purpose on a prior occasion. Any such consent or approval may be made on such conditions as the Grantor considers appropriate.

19. Are there limitations on public access and closure?

19.1 The Concessionaire acknowledges that the Land is open to the public for access and that the Grantor may close public access during periods of high fire hazard or for reasons of public safety or emergency.

20. How will disputes be resolved?

20.1 If a dispute arises between the parties in connection with this Concession the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.

20.2 If the dispute cannot be resolved by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.

20.3 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

20.4 The arbitrator must include in the arbitration award reasons for the determination.

20.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

21. How are notices sent and when are they received?

21.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, fax, by pre paid post or email to the receiving party at the address, fax number or email address specified in Item 13 of Schedule 1. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of fax, on the date of dispatch;
- (c) in the case of post, on the 3rd working day after posting;
- (d) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

21.2 If either party's details stated out in Item 13 of Schedule 1 change then the party whose details change must within 5 working days of such change provide the other party with the changed details.

22. What about the payment of costs?

22.1 The Concessionaire must pay the Grantor's legal costs and expenses of and incidental to preparing and signing any variation of this Concession.

22.2 The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor to enforce or attempt to enforce the Grantor's rights and powers under this Concession. This includes the right to recover outstanding money owed to the Grantor.

23. When can the conditions of the Concession be varied?

23.1 The Grantor may on each Concession Fee Review Date, after first consulting with the Concessionaire, vary any condition of this Concession to make the condition more effective in addressing any adverse effects resulting from the Concession Activity.

23.2 Nothing in clause 23.1 otherwise affects the Grantor's rights to vary the Concession under section 17ZC of the Conservation Act 1987.

24. What are the Special Conditions?

24.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions shall prevail.

25. The Law

25.1 This Concession is to be governed by, and interpreted in accordance with the laws of New Zealand.

SCHEDULE 3**SPECIAL CONDITIONS** – Note: Please initial each page of Schedule 3

1.	Stock matters	<p>The Concessionaire must monitor stock at regular intervals to ensure that:</p> <ul style="list-style-type: none"> (a) they are contained within the Land; and (b) there is sufficient feed available on the Land to discourage stock from grazing other land administered by the Grantor and not part of this Concession; and (c) they do not graze to a level resulting in damage to, or pugging of, the Land. <p>The Concessionaire must not develop wintering pads, stand off pads or silage pits on the Land.</p> <p>The Concessionaire must not graze, nor permit to be grazed on the Land, any stock, which the Concessionaire knows or ought to have reasonably known, would be dangerous to any person entering the Land.</p>
2.	Farm vehicles	The Concessionaire may use farm vehicles for the purposes of the Concession Activity and for pest management on existing formed tracks on the Land.
3.	Firearms	The Concessionaire may use firearms on the Land for the purposes of pest management.
4.	Dogs and horses	The Concessionaire may use dogs and horses on the Land for the purposes of the Concession Activity and for pest management.
5.	Weed control	In addition to the Concessionaire's obligations under Schedule 2 clause 8.3 the Concessionaire must also take reasonable steps to keep the Land free from wilding pines.
6.	Fencing	<p>The Concessionaire must at its cost ensure that stock is adequately contained within the land.</p> <p>If any upgrade of any existing fence is required or additional fences are required to give effect to the requirement to contain stock then the costs of so doing is to be the responsibility of the Concessionaire. Where the Grantor has agreed in writing to such work being carried out the Grantor may at its sole option agree to waive the Concession Fee or portion of it until such time as the cost of such work agreed to by the Grantor has been reimbursed to the Concessionaire. In such case the fence is to be owned by the Grantor.</p> <p>The Concessionaire must place on a prominent position on any electric fence placed on the Land a warning sign advising that the fence is electric.</p>

		The Concessionaire is solely responsible for meeting the cost of work (as that word is defined in section 2 of the Fencing Act 1978) on any fence between the Land and any adjoining land administered by the Department of Conservation.
7.	Gates	The Concessionaire may lock any gates located on the Land. Where gates are to be so locked the Concessionaire must give the Grantor a key so where necessary the Grantor can unlock the gates. Where any gate is so locked the Grantor may require the Concessionaire to erect a stile near the locked gate
8.	Adverse effects	If, in the opinion of the Grantor, stock effluent discharge occurring as a result of the Concession Activity is having an adverse effect on any adjoining or downstream river, stream, waterway or wetland, then the Grantor may require the Concessionaire to modify the Concession Activity or the manner in which it is carried out so as to avoid, remedy or mitigate that adverse effect. The Grantor, at the sole discretion of the Grantor, may adjust the Concession Fee payable or refund any Concession Fee paid in advance.
9.	Suspension for plant and/ or animal control	The Grantor by giving one month's written notice to the Concessionaire may suspend the carrying out of the Concession Activity while plant or animal control is carried out by or on behalf of the Grantor on the Land or on adjoining land.
10.	Didymo	The Concessionaire must comply and ensure its employees comply with the MPI's Biosecurity New Zealand, Check, Clean, Dry cleaning methods to prevent the spread of Didymo (<i>Didymosphenia geminata</i>) and other freshwater pests when moving between waterways. MPI's Biosecurity New Zealand, Check, Clean, Dry cleaning methods can be found at - http://www.biosecurity.govt.nz/didymo . The Concessionaire must regularly check this website and update their precautions accordingly.
11.	Hunters	The Grantor reserves the right to authorise hunters who hold a current hunting permit issued by the Director-General to hunt on the Land accompanied by dogs.
12.	Changes in Concessionaire's shareholding	Notwithstanding clause 7.6 in Schedule 2, where any change in the shareholding of the Concessionaire involves the same shareholders or immediate family members of the shareholders in the Concessionaire, the Grantor's consent is not required.
13.	Structures	For the purposes of clause 9.2, structures include a bridge, culvert, or fence where that fence does not form the external boundary fence of the Conservation Area.

SCHEDULE 4

Plan or map – *Insert Designations Plan*

SCHEDULE 5

Activity Return

It would be useful to put a Table in here, perhaps as follows:

Stock type (if more than one type available)	Numbers	Date stock placed on Land	Date stock removed from land	Total days Land grazed (not exceeding 119, or 120 in a leap year)	Price per stock unit per annum plus GST	Total annual activity fee plus GST
<i>Example: Ewes</i>	<i>1168</i>	<i>5.01.14</i>	<i>26.04.14</i>	<i>112</i>	<i>\$8 x 1168 x (112/365)</i>	<i>\$2867.20plus GST</i>

Appendix 5: Form of Covenant to be Created

(CC1)

DATED _____

Between

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

and

MINISTER OF CONSERVATION
(“the Minister”)

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



Department of Conservation
Te Papa Atawhai

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.

“Minister”	means the Minister of Conservation.
“Natural Water”	includes water contained in streams the banks of which have, from time to time, been realigned.
“Owner”	means the person or persons who from time to time is or are registered as the proprietor(s) of the Land.
“Party” or “Parties”	means either the Minister or the Owner or both.
“Values”	means any or all of the Land’s natural environment, landscape amenity, wildlife habitat, freshwater life habitat, marine life habitat or historic values as specified in Schedule 1.
“Working Day”	means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- 1.2.2 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**

The area of the covenant being approximately 55 ha and known as Hectors block, is shown coloured yellow and labelled CC1 on the Designations Plan

2. Address for Service¹

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

77 Stuart Street
PO Box 5244
DUNEDIN
permissionsdunedin@doc.govt.nz

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

14 C.R.D
OAMARU
mtdasher@xtra.co.nz

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

Preserving the natural environment

The Hectors block covenant area is a steep gully containing remnant broadleaved forest. This forest is highly representative of the pre-human vegetation of the area and was included in RAP 4 Hectors by Comrie (1992).

Dominant species are broadleaf, kowhai, three finger, ti rakau, marbleleaf, kohuhu and lancewood. Other woody species present include mingimingi, *Myrsine divaricata*, wineberry, *Coprosma linariifolia*, *C. crassifolia*, *C. rotundifolia*, *C. colensoi*, koromiko, native broom, tree nettle, climbing fuchsia, tarata and Hall's totara. Non-woody species present include *Astelia fragrans*, *Scandia geniculata*, *Rubus cissoides*, *Clematis paniculata* and *C. marata*. Ferns present include kiokio, prickly shield fern, thousand-leaved fern, hound's tongue fern, *Blechnum chambersii* and *Asplenium hookerianum*.

The discontinuous forest remnants are separated by shrubland patches and tussockland. Riparian areas and shrublands associated with forest remnants contain other species including *Coprosma rugosa*, *Olearia bullata*, *Gaultheria crassa*, toetoe, wharariki, inaka, *Coprosma* sp. 't', tutu, native iris, *Asplenium appendiculatum* and *Celmisia hookeri*.

¹ State street address as well as any Post Office Box number.

SCHEDULE 2

Special Conditions

1. Clause 3.1.1 is deleted and replaced with the following:

3.1.1 intentional grazing of the Land by livestock.
2. The Owner shall not conduct or allow any activity that encourages stock into the shrubland and forest remnant areas.
3. The Covenant Area is to remain unfenced unless otherwise agreed by the Owner and the Minister.
4. Clause 3.1.5 is deleted and replaced with the following:

3.1.5 (a) any burning or chemical spraying; and
(b) any intentional topdressing or oversowing of seed.

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 easement to be Created

(a-b-c and b-d)

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*

		ALL	
--	--	-----	--

Grantor *Surnames must be underlined*

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

Grantee *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 or section 12 of the Reserves Act 1977 (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) Witness to complete in BLOCK letters (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

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 (10 metres wide which is marked "[a-b-c and b-d]" 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 "a-b-c" 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 "b-d" 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.

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

[where differing parts of the Easement Area are available for differing modes of access, or for management access but not public access, then use the “that part of” the Easement Area “marked” wording. You may e.g. want to provide for public foot and bike access in 2.1, public horse access in 2.2, and public motor vehicle access in 2.3 with management access being in 2.4. If the whole of the Easement Area is available for public (non motor vehicle) use and management use, then these words in 2.1 and 2.2 may be deleted]

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. For the purposes of clause 2.1, the Transferee (being a member of the public) is able to pass and repass over and along the Easement Areas with unloaded guns if the Transferee holds a hunting permit, issued by the Director –General of Conservation for land to which the easement provides access.
- 13. The Transferee (not being a member of the public) has the right:
 - 13.1 To maintain the Easement Area to its existing 4 wheel drive standard
 - 13.2 To take machinery and implements onto and over the Easement Areas for the purpose of track maintenance and construction.
- 14. Dogs are now permitted on the Easement Area.
- 15. For the purposes of clause 2.2 (management access) the Transferee will make best endeavours to notify the Transferor of intended use at least 24 hours prior to using the easement.

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.

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

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

Appendix 7: Existing easement

(transfer 251503)

251503 TE

(5)

MEMORANDUM OF TRANSFER

(RIGHTS-OF-WAY)

WHEREAS HER MAJESTY THE QUEEN (hereinafter referred to as "the Grantor") is the owner of that piece of Crown land situated in the Kauru Survey District containing 2341 acres 0 roods 31 perches more or less being Sections 20 and 21 Block IX and 23 and 24 Block VIII which said land is leased to JOHN LINDSAY TURNBULL of Maruakoa farmer (hereinafter referred to as "the lessee") under and by virtue of Renewable Lease 852 registered in Volume 451 folio 93 (Otago Registry) (hereinafter called "the servient tenement")

AND WHEREAS JOHN MATHESON WARDELL of Maruakoa sheepfarmer (hereinafter referred to as "the grantee") is registered as proprietor in leasehold in all that piece of land in the Kakanui and Waihemo Survey Districts containing 17,628 acres more or less being ^{the 571 and being} all the land contained in Pastoral Lease 30 registered in Volume 338 folio 30 (Otago Registry) subject to Mortgage 235114 to The Perpetual Trustees Estate and Agency Company of New Zealand Limited (hereinafter called "the dominant tenement")

AND WHEREAS the Grantor has agreed to grant to the grantee a right of way over that part of the servient tenement shown coloured yellow on the plan endorsed hereon

NOW THEREFORE in consideration of the said agreement and in pursuance of Section 60 of the Land Act 1948 the Grantor, with the consent of the lessee as witness his execution of these presents, DOETH HEREBY TRANSFER AND GRANT unto the grantee or other the occupier or occupiers of the dominant tenement and his or their agents servants licensees and invitees the full and free right and liberty at all times by day or by night to go, pass and repass with or without horses, sheep, cattle and any other livestock, dogs, carts, wagons, motor cars and other vehicles over that part of the servient tenement shown coloured yellow on the said plan endorsed hereon to the intent that the rights granted shall be forever appurtenant to the dominant tenement such easement of right of way hereby created being in common with that of any other person or persons from time to time entitled to any easement of right of way over the servient tenement.

AND IT IS HEREBY AGREED DECLARED AND COVENANTED by the lessee and the grantee so as to bind their respective successors in title that no portion of the costs of constructing and maintaining the said right of way shall fall upon the Grantor

IN WITNESS WHEREOF these presents have been executed this second day of August 1962

SIGNED by the Deputy Commissioner of Crown Lands for the Land District of Otago for and on behalf of Her Majesty the Queen in the presence of:

[Signature]
Deputy Commissioner of Crown Lands

Witness: M. Venning

Occupation: Clerk

Address: Lands & Survey Dept
Dunedin

SIGNED by the said JOHN LINDSAY TURNBULL in the presence of:

[Signature]

Witness: J. Ballingall

Occupation: Field Officer

Address: Lands & Survey Dept. Dunedin

SIGNED by the said JOHN MATHESON }
WARDELL in the presence of: }

John McWardell

Witness: J. Bellingall

Occupation: Field Officer

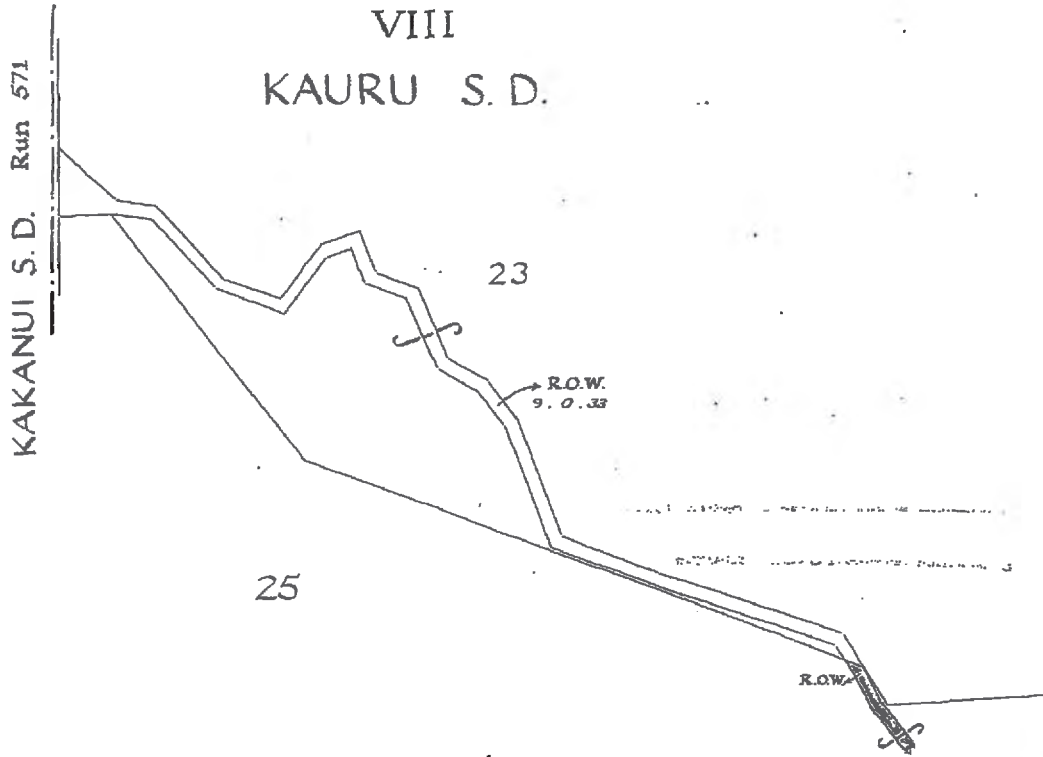
Address: Lords & Survey Depart
Dunedin

The Perpetual Trustees Estate and Agency Company of New Zealand Limited as mortgagee under and by virtue of Mortgage 235114 hereby consents to the above written Memorandum of Transfer.

Dated this 23rd day of August 1962

The Common Seal of The Perpetual Trustees Estate and Agency Company of New Zealand Limited, was hereto affixed by the authority of:

J. J. Gairns GENERAL MANAGER
A. H. Stevenson DIRECTOR



Scale: 10 Chains to an inch.
sd.w.a.B.

S. O. 12822^L

251503

96

No.

Correct for the purposes of the Land Transfer Act.

TRANSFER OF EASEMENT
(RIGHTS-OF-WAY)

situated in Kauru Survey District
HER MAJESTY THE QUEEN, Grantor.
JOHN MATHESON WARDELL, Grantee.

John Matheson Wardell

11/2

Particulars entered in the Register-
book, Vol. 338 folio 30, 45/193 196
the 17th OCT 1962 196
at 3.0 o'clock.

W. Matheson
District Land Registrar
Assistant
of the District of Otago



LAND & DEEDS	
Nature:	189 R O W
Firm:	CCZ
Date:	17 th OCT 1962
Time:	3
Fee: £	1 7/6
Abstract No.	290

(S)



Appendix 8: Existing easement

(transfer 251504)

251504 TE

(4)

MEMORANDUM OF TRANSFER
(RIGHT-OF-WAY)

WHEREAS HER MAJESTY THE QUEEN (hereinafter referred to as "the Grantor") is the owner of that piece of Crown land situated in the Kauru Survey District containing 2780 acres more or less being Sections 29 Block IV, 35 Block V, 25 and 26 Block VIII and 22 Block IX which said piece of land is leased to FRANK FLEMING MURCOTT of Maruakoa farmer (hereinafter referred to as "the lessee") under and by virtue of Renewable Lease 853 registered in Volume 451 folio 94 (Otago Registry) (hereinafter called "the servient tenement")

AND WHEREAS JOHN MATHESON WARDELL of Maruakoa sheepfarmer (hereinafter referred to as "the grantee") is registered as proprietor in leasehold in all that piece of land in the Kakanui and Waihemo Survey Districts containing 17,628 acres more or less being ^{the said land being} all the land contained in Pastoral Lease 30 registered in Volume 338 folio 30 (Otago Registry) subject to Mortgage 235114 to The Perpetual Trustees Estate and Agency Company of New Zealand Limited (hereinafter called "the dominant tenement")

AND WHEREAS the Grantor has agreed to grant to the grantee a right of way over that part of the servient tenement shown coloured blue on the Plan endorsed hereon

NOW THEREFORE in consideration of the said agreement and in pursuance of Section 60 of the Land Act 1948 the Grantor, with the consent of the lessee, as witness his execution of these presents, DOETH HEREBY TRANSFER AND GRANT unto the grantee or other the occupier or occupiers of the dominant tenement and his or their agents servants licensees and invitees the full and free right and liberty at all times by day or by night to go, pass and repass with or without horses, sheep, cattle and any other livestock, dogs, carts, wagons, motor cars and other vehicles over that part of the servient tenement shown coloured blue on the said plan endorsed hereon to the intent that the rights granted shall be forever appurtenant to the dominant tenement such easement of right of way hereby created being in common with that of any other person or persons from time to time entitled to any easement of right of way over the servient tenement.

AND IT IS HEREBY AGREED DECLARED AND COVENANTED by the lessee and the grantee so as to bind their respective successors in title that no portion of the costs of constructing and maintaining the said right of way shall fall upon the Grantor.

IN WITNESS WHEREOF these presents have been executed this 2nd day of August 1962

Deputy
SIGNED by the Commissioner of Crown Lands for the Land District of Otago for and on behalf of Her Majesty the Queen in the presence of:

[Signature]
Deputy Commissioner of Crown Lands

Witness: [Signature]

Occupation: Clerk

Address: Lands Survey Dept
Dunedin

SIGNED by the said FRANK FLEMING MURCOTT in the presence of:

[Signature]

Witness: [Signature]

Occupation: Field Officer

Address: Lands Survey Dept
Dunedin

No.

~~Correct for the purposes of the Land Transfer Act.~~

~~TRANSFER OF EASEMENT
(RIGHT-OF-WAY)~~

~~situated in Kaiti Survey District~~

~~HER MAJESTY THE QUEEN, Grantor.~~

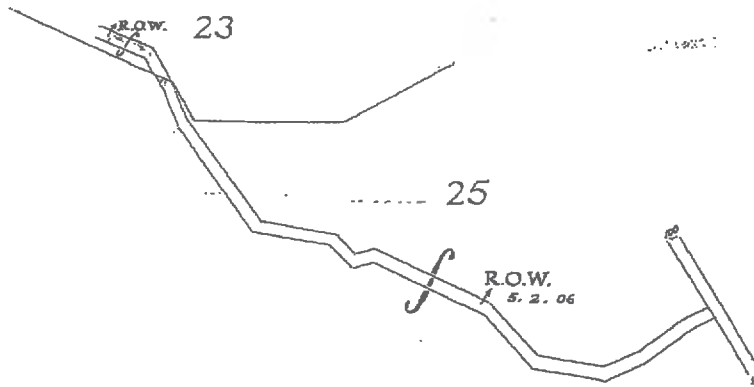
~~JOHN MATHECOCK WARDELL, Grantee.~~

~~Particulars entered in the Register book~~

~~Vol. folio the
day of 196 at
o'clock.~~

~~District
Assistant Land Registrar~~

~~of the District of Otago.~~



Scale: 10 Chains to an inch.
rd/wa/h

S.O. 12822^t

251504

97

No.

TRANSFER OF EASEMENT
(RIGHTS-OF-WAY)

situated in Kauru Survey District
HER MAJESTY THE QUEEN, Grantor.
JOHN MATHESON WARDELL, Grantee.

Correct for the purposes of the Land
Transfer Act.

John Matheson Wardell

Particulars entered in the Register
book, Vol. 338 folio 30, ^{451/94} 196
the 17 OCT 1962
at 3.0 o'clock.

W. K. ...
District Land Registrar
Assistant



of the District of Otago.

LAND & DEEDS	
atures	T Grant of Row.
Form:	C.C. ...
17 OCT. 1962	
Times	3 1/2
Page: 2	1 of 1
Abstract No.	251504

6



Appendix 9: Existing consents under the RMA in favour of the Waitaki District Council
(consents 99325, 2000.469 and 2000.471)



COUNTERPART

Consent No: 99325

WATER PERMIT

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

Name: Waitaki District Council

Address: Private Bag 50058, Oamaru

to take water from a stonefield

for the purpose of rural water supply

for a term expiring 1 February 2017

Location of activity: Siberia Hill, Kakanui Mountains

Legal description of land at point of abstraction: Run 571

Map reference: NZMS 260: I42: 167580

Conditions:

1. The total abstraction under this consent and consent 94431 shall not exceed:
 - (a) 2.9 litres per second; or
 - (b) 250,000 litres per day.

Issued at Dunedin this 8th day of December 1999.

A handwritten signature in cursive script that reads "M E Weaver".

M E Weaver
Manager Resource Administration
I p:\s12\wdc p.doc.



Consent No: 2000.469

WATER PERMIT

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

Name: Waitaki District Council

Address: Private Bag 50058, Oamaru

to take water from a stonefield

for the purpose of rural water supply

for a term expiring 1 February 2036

Location of activity: Siberia Hill, Kakanui Mountains

Legal description of land at point of abstraction: Run 571

Map reference: NZMS 260: I42: 167580

Conditions:

1. The total abstraction at the intake under this consent shall not exceed:
 - (a) 9.0 litres per second; or
 - (b) 780 000 litres per day.

2. The total intake at the reservoir storage under this consent shall not exceed:
 - (a) 2.9 litres per second; or
 - (b) 250 560 litres per day.

Issued at Dunedin this 2nd day of April 2001

M E Weaver
Manager Consents
a \\ehadow\suep5el2\waitdc1.doc

Consent No: 2000.471

DISCHARGE PERMIT

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

Name: Waitaki District Council

Address: Private Bag 50058, Oamaru

to discharge water to water from a sedimentation tank

for the purpose of rural water supply

for a term expiring 1 February 2036

Location of activity: Siberia Hill, Kakanui Mountains

Legal description of land at point of discharge: Run 571

Map reference: NZMS 260:142: 169 579

Conditions:

1. The total amount of bywash discharge at the sedimentation tank shall not exceed:
 - (a) 9.0 litres per second; or
 - (b) ~~780 000 litres per day.~~
2. The discharge does not increase the natural temperature of the receiving water, after reasonable mixing, by more than 3° Celsius, and does not cause the temperature of the receiving water, after reasonable mixing, to rise above 25° Celsius.
3. The discharge does not increase the suspended solids levels in the receiving water, after reasonable mixing, by more than 10 grams per cubic metre.
4. The discharge does not change the pH of the receiving water, after reasonable mixing, by more than 0.5 pH units.
5. The discharge does not, after reasonable mixing, give rise to any significant adverse effect on aquatic life.
6. The discharge does not cause flooding of any other person's property, erosion, land instability, sedimentation or property damage.

Issued at Dunedin this 2nd day of April 2001

M E Weaver
Manager Consents

\\shadow\suep5\12\waitdc1.doc

Execution Section

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

SIGNED by the **Commissioner of Crown Lands** pursuant to the Crown Pastoral Land Act 1998 in the presence of:

Witness

Occupation

Address

SIGNED for and on behalf of Mt. Dasher Limited by it's sole director:

Wayne Ritchie Sim

In the presence of:

Witness

Occupation

Address
