

Crown Pastoral Land Tenure Review

Lease name : OMARAMA STATION

Lease number : PO 369

Substantive Proposal Part 2

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

Dec

14

Appendix 4: Form of Easement Concession to be Created

Concession number: _____

DATED _____

Between

MINISTER OF CONSERVATION
("the Grantor")

and

OMARAMA STATION LIMITED
("the Concessionaire")

EASEMENT CONCESSION
UNDER CROWN PASTORAL LAND ACT 1998



Department of Conservation
Te Papa Atawhai

THIS DOCUMENT is made this day of

PARTIES:

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

BACKGROUND

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

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

“**Background**” means the matters referred to under the heading ‘Background’ on page 2 of this Document.

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

“**Concession**” means a concession as defined in section 2 of the Conservation Act 1987.

“**Concessionaire**” means the registered proprietor for the time being of the Dominant Land and includes the Concessionaire’s successors, assigns, executors, and administrators.

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

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

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

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

- 2 -

“**Dominant Land**” means the land specified in Item 2 of Schedule 1.

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

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

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

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

“**Structure**” includes a bridge, a culvert, and a fence.

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

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

1.2 In this Document unless the context otherwise requires:

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

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

2.0 GRANT OF APPURTENANT EASEMENT

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

3.0 TERM

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

4.0 COMPENSATION

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

5.0 OTHER CHARGES

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

6.0 CONCESSION ACTIVITY

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

7.0 COMPLIANCE

7.1 The Concessionaire will comply where relevant:

- (a) with the provisions of any conservation management strategy or conservation management plan under Part 3A of the Conservation Act 1987 together with any amendment or review of any strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
- (b) with the Conservation Act 1987, the Reserves Act 1977, the Resource Management Act 1991 and the Health and Safety in Employment Act 1992 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Area or affecting or relating to the Concession Activity.

8.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

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

8.2 The Concessionaire must keep and maintain any Structures, and facilities on and alterations to the Easement Area in good repair.

8.3 On expiry or early termination of this Document either as to the whole or any part of the Easement Area, the Concessionaire will not be entitled to compensation for any improvements and any Structure or facilities remaining on the Easement Area are to become the property of the Grantor.

8.4 If requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at the Concessionaire's own expense all damage done by the removal and must leave the Easement Area in a clean and tidy condition to the satisfaction of the Grantor.

9.0 PROTECTION OF THE ENVIRONMENT

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

- (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Easement Area; or
- (b) bring any plants, or animals (except those stipulated in Item 4 of Schedule 1) on to the Easement Area; or
- (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or

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

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

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

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

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

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

10. TEMPORARY SUSPENSION

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

11.0 TERMINATION

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

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

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

12.0 INDEMNITIES AND INSURANCE

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

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

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

13.0 ASSIGNMENT

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

14.0 DISPUTE RESOLUTION AND ARBITRATION

- 14.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 14.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to mediation with a mediator agreed between the parties.
- 14.3 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Easement Area is located is to appoint the mediator.
- 14.4 In the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions of the Arbitration Act 1996 will apply.
- 14.5 Notwithstanding any provision to the contrary in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator

the President of the District Law Society in the region in which the Easement Area is located is to appoint the arbitrator. The arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

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

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

15.0 NOTICES

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

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

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

16.0 RELATIONSHIP OF PARTIES

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

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

17.0 SPECIAL CONDITIONS

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

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

Signed by :

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

Witness:
Occupation:
Address:

Signed by :

as Concessionaire
in the presence of :

Witness :
Occupation :
Address :

SCHEDULE 1

1. **Servient Land:** The land described as being part of _____ being Scientific Reserve situated in the Otago Land District and designated as Scientific Reserve on Omarama Stream being labelled SR2 and coloured in pink in the plan attached to the Proposal.
(see definition of Servient Land in clause 1.1)

2. **Dominant Land:** The land described as being _____ in Certificate of Title OT338/23 (Otago Registry).
(see definition of Dominant Land in clause 1.1)

3. **Easement Area:** That part of the land labelled "a1-a2" and "q-r" shown as a red hatched on the plan attached to the Proposal and in respects of "a1-a2" having a width of 60 metres at "a1" and tapering in to 40 metres at "a2"; and in respects of "q-r" having a width of 20 metres.
(see definition of Easement Area in clause 1.1)

4. **Concession Activity:**
Right of way Easement "a1-a2": the right to from time to time and at all times for the Concessionaires, their servants, employees, agents workmen, contractors, licensees and invitees (in common with the Grantor and any other person lawfully entitled so to do) to pass and repass for farm management purposes only on foot and with motor vehicles and with or without horses, machinery and implements of any kind and with or without farm dogs, farm stock and guns to and from the dominant land over and along the easement "a1-a2".
Right to take and convey water Easement "q-r": the right to take and convey water, and maintain and repair a water race.
(see definition of Concession Activity in clause 1.1)

5. **Term:**
 Easement Area "a1-a2": The right of way easement concession is granted in perpetuity commencing on the day of registration of an approved plan affecting Certificate of Title OT338/23 (Otago Registry) vesting the servient land in the Crown as a conservation area, provided that the two areas of dominant land joined by easement area "a1-a2" have the same registered proprietors. This part of the easement shall terminate immediately upon the registration of a transfer which results in the two areas of dominant land connected by the right of way over easement area "a1-a2" being held by different registered proprietors.

 Easement Area "q-r": The right to take and convey water easement concession is granted for a period of sixty (60) years commencing on the day of registration of an approved plan affecting Certificate of Title OT338/23 (Otago Registry) vesting the servient land in the Crown as a Conservation Area and expiring on the sixtieth (60th) anniversary of that date.

(see clause 3.1)

6. **Compensation: \$Nil**
A one-off fee has (in effect) been accounted for on behalf of the Grantor as part of the substantive proposal put by the Commissioner of Crown Lands and accepted by the Concessionaire on [date] and for which an approved plan has been registered pursuant to section 65 of the Crown Pastoral Land Act 1998.

(see clause 4.1)

7. **Public Liability General Indemnity Cover:** *(see clause 12.3)*
 for \$1,000,000

8. **Public Liability Forest & Rural Fire Act Extension:** *(see clause 12.3)*
 for \$1,000,000

9. **Statutory Liability Insurance** *(see clause 12.3)*
 for \$ Nil

10 **Other Types of Insurance:** (see clauses 12.3)
for \$ Nil

11. **Address for Notices (including email addresses):** (see clause 15)

(a) Grantor

Minister of Conservation
C/- Director Conservation Partnerships
South and Eastern South Island Region
Department of Conservation
Conservation House
77 Stuart Street
P O Box 5244
DUNEDIN
PH: (03) 477 0677
E-mail: dunedinvc@doc.govt.nz

(b) Concessionaire

Omarama Station Limited
C/- Brown Glassford & Co Ltd
PO Box 39195
Harewood
CHRISTCHURCH 8545
Ph: 03365 0881
Fax: 03 377 2991
Email: admin@brownglass.co.nz

Directors: Mr R and Mrs A Subtil
Omarama Station
Omarama
NORTH OTAGO 8950
Ph: 03 438 9820
Email: subtil@xtra.co.nz

SCHEDULE 2

Special Conditions

1. **THE** rights granted under this deed are non-exclusive and are exercisable in common with the Grantor and any other person granted similar rights by the Grantor, whether now or in the future, and without limitation the Grantor may grant the following persons access rights over the Easement Area:
 - i. members of the public ;
 - ii any lessee or licensee of the Grantors land

2. **THAT** in exercising the right liberty and privilege the Concessionaire will take all reasonable care to avoid damage to the soil and vegetation of the land in the easement and in particular will avoid using the easement when conditions render the land over which the easement is granted particularly vulnerable to damage.

3. **THE** cost and responsibility of any maintenance of the Easement Area shall be borne by the Concessionaire and any other person or person(s) to whom the Grantor has granted similar rights in respect of the Easement Area, according to each person's use of the Easement Area PROVIDED THAT if any repair or maintenance is rendered necessary by the act, neglect, or default of any user or its servants, agents, contractors, workmen, licensees or invitees, then that user shall promptly carry such repair and maintenance and bear the cost of the work PROVIDED THAT the Grantor shall not be required to contribute to the cost of any maintenance in respect to the Easement Area PROVIDED further that any routine maintenance undertaken by the Concessionaire within the existing alignment does not require the prior consent in writing of the Grantor HOWEVER maintenance outside of the existing alignment undertaken by the Concessionaire requires the prior consent in writing of the Grantor.

4. **THAT** the Concessionaire shall ensure that no action by them or on their behalf has the effect of preventing the Easement Area over which the easement is granted being kept clear at all times of obstructions whether caused by parked vehicles, deposit of materials, or any other unreasonable impediment to the use and enjoyment of the said land.

Appendix 5: Form of Public Access and Management Purposes Easement to be Created

In Gross Easement: Public Access and Management Access – Version 6

DOCDM-1349039 – Omarama Station – June 2014

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Management Access

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER

Land Transfer Act 1952

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

Land Registration District

Otago

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

--	--	--

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 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 Signature or common seal of Grantor	Signed in my presence by the Grantor Signature of Witness _____ (continued on page 4 of Annexure Schedule) Witness to complete in BLOCK letters <i>(unless typewritten or legibly stamped)</i> Witness name Occupation Address
---	--

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

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

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

Dated

Page of Pages

Definitions

1. In this transfer unless the context otherwise requires:
 - 1.1 "Easement Area" means that part of the Servient Land being 20 metres wide which is marked "[]" on Deposited Plan/S.O. Plan No [].
 - 1.2 "Management Purposes" means:
 - the protection of a significant inherent value of the land managed by the Grantee; and/or
 - the ecological sustainable management of the land managed by the Grantee.
 - 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 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.

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 on foot over and along those parts of the Easement Area marked "c1-f1" and "f-f1-h"; and in respect of those parts of the Easement Area marked as "a-a1", "a2-a3", "a4-o-p-b-c", "b-d", "e-e1" and "f-g" on foot, or on or accompanied by horses, or by non-motorised vehicle, subject to Special Easement Terms 11 and 12.
 - 2.2 To pass and re-pass at any time over and along the Easement Area "a-a1", "a2-a3", "a4-o-p-b-c", "c1-f1", "b-d", "e-e1", "f-g", "f-f1-h", "m-n" and "o-o1-p" 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 (including guns), for Management Purposes.
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.

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.

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

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

Dated Page of Pages

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 created by this transfer is to be in perpetuity.

Temporary Suspension

6. The Grantee may, at any time in exercise of her/his powers, temporarily close all or part of the Easement Area to entry by members of the public for such period as she/he considers necessary. Such closure does not affect the Grantor's rights to access and use the Servient Land.

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 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.

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 sent or, if sent after 5.00pm, on the next working day after the date it is sent.

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.

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

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

_____ Dated _____ Page of Pages

Special Easement Terms

- 9. The standard easement terms contained above must be read subject to any special easement terms set out below.
- 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
 - 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.
- 11. Members of the public are not permitted to be accompanied by dogs or carry guns on any part of the Easement Area.
- 12. Members of the public are not permitted to camp on any part of the Easement Area.

Continuation of "Attestation"

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

 Witness (Signature)

Name _____

Address _____

Occupation _____

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.

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.

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

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access to Conservation Areas
2. Management Access

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
77 Lower Stuart Street
Dunedin

Auckland District Law Society
REF:4135

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

Appendix 6: Form of Covenant to be Created

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 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, biodiversity including botanical and zoological, landscape amenity, wildlife, freshwater life, marine life habitat or historic values as specified in Schedule 1.
- “Working Day”** means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:

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

2. OBJECTIVE OF THE COVENANT

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

3. THE OWNER’S OBLIGATIONS

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

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

4. THE MINISTER'S OBLIGATIONS

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

5. IMPLEMENTATION OF OBJECTIVES

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

6. DURATION OF COVENANT

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

7. OBLIGATIONS ON SALE OF LAND

- 7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, or assignee to ensure that on any subsequent sale, lease, or assignment, any subsequent purchaser, lessee, or assignee must also comply with the terms of this Covenant including this clause.
- 7.2 A Transferee of the land will at law be bound by the registered Covenant. Such transfer is deemed to provide the agreement to comply with the terms of this covenant required by Clause 7.1

8. MISCELLANEOUS MATTERS**8.1 Rights**

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

8.2 Trespass Act:

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

8.3 Reserves Act

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

8.4 Titles

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

8.5 Acceptance of Covenant

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

8.6 Fire

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

9. NOTICES

- 9.1 A notice to be given under this Covenant by one party to the other is to be in writing and made by personal delivery, by pre-paid post, or by 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 or, if 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. SPECIAL CONDITIONS

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

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

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

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

Witness: _____

Address : _____

Occupation: _____

SCHEDULE 1

1. Description of Land

CC1 – St Cuthbert Range.

All that piece of land containing 999 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC1.

CC2 – Ewe Range.

All that piece of land containing 1,645 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC2.

CC3 – Cattle Creek Wetland and Rockland/Shrubland Area.

All that piece of land containing 34 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC3.

2. Values of Land to be Preserved.

CC1– St Cuthbert Range – Natural Environment, Landscape Amenity and Wildlife Habitat.

- The area supports the threatened plant species *Carmichaelia kirkii*, *Leonohebe cupressoides*, *Carmichaelia crassicaule*, *Convolvulus verecundus*, *Coprosma intertexta*, *Pimelea pseudo-lyallii*, *Ranunculus maculatus*, *Urtica aspera* and *Agrostis subulata*.
- The area supports the rare or notable plant species broadleaf, mountain totara, mountain toatoa, kowhai, prostrate kowhai and *Hebe cupressoides* in the upper part of Old Man Creek and *Convolvulus verecundus*, *Coprosma intertexta*, prostrate kowhai, *Carmichaelia kirkii*, *Scandia geniculata*, *Einadia allanii* and *Haloragis erecta* on the low-altitude rocky knoll and adjacent riparian scrub at the northern edge of the covenant area.
- The area supports diverse vegetation communities over a significant altitudinal range that are highly representative of the original vegetation including higher altitude tall tussockland (slim snow tussock), shrubland, scrub, rockland and wetland (seepages). The area also supports areas of montane tall tussockland, short tussockland, rockland, shrubland and scrub which have some modification but also support vegetation that is representative of the original vegetation.
- Parts of the area are classified as a “critically underprotected” land environment which support indigenous vegetation.
- The area supports the threatened bird species New Zealand falcon and the threatened grasshopper species *Sigaus minutes*.
- The area supports the notable endemic weevil (*Anagotus lewisi*) near the summit of Mt St Cuthbert.
- The area supports breeding or feeding sites for good populations of indigenous bird, lizard and invertebrate species within relatively extensive associated habitats.
- The area makes a significant contribution to the natural quality and integrity of the Canterbury high country landscape, and to the wider South Island high country landscape with the intactness and naturalness of the indigenous vegetation over most of this area contributing to its high inherent landscape values.
- The area contains some important landscape features including the craggy upper catchment of Old Man Creek and the small upland plateau of Mt St Cuthbert. Large parts of the area, with high scenic and aesthetic values, are clearly visible from public viewpoints in the Waitaki Basin and Lake Benmore.

CC2– Ewe Range – Natural Environment, Landscape Amenity and Wildlife Habitat.

- The area supports the threatened plant species *Carmichaelia kirkii*, *Hebe cupressoides*, *Carmichaelia crassicaule*, *Carex muelleri*, *Ranunculus maculatus*, *Urtica aspera* and *Agrostis subulata*.
- The area supports diverse vegetation communities over a significant altitudinal range that are highly representative of the original vegetation including higher altitude tall tussockland (slim snow tussock), shrubland, scrub, rockland and cushionfield and includes vegetation on unusual hummocky topography that is not found elsewhere in the district. The area also supports areas of montane tall tussockland, short tussockland, rockland, shrubland and scrub which have some modification but also support vegetation that is representative of the original vegetation.

- Parts of the area are classified as a “critically underprotected” land environment which supports indigenous vegetation.
- The area supports the threatened bird species New Zealand falcon and the threatened lizard species spotted skink.
- The area supports breeding or feeding sites for good populations of indigenous lizard and invertebrate species within relatively extensive associated habitats.
- The area makes an important contribution to the natural quality and integrity of the Canterbury high country landscape and especially to the Waitaki Basin landscape with the naturalness of the indigenous vegetation over most parts of this area contributing to its high inherent landscape values.
- The area contains some important landscape features including the gorged upper reaches of Cattle Creek, the upland plateau of Baldy Knob and the northern Ewe Range with parts of the area visible from public viewpoints in the Waitaki Basin. The area forms an integral part of the scenic and aesthetic values of the wider landscape of the Ewe Range-Hawkdun Range landscape.

CC3 – Cattle Creek Wetland and Rockland/ Shrubland Area – Natural Environment, Landscape Amenity and Wildlife Habitat.

- The area supports the threatened plant species *Carex tenuiculmis*.
- The area supports vegetation communities that contain elements of the original vegetation including scrub, rockland and wetland communities, with hydrology processes that are relatively intact.
- The area supports the threatened bird species New Zealand falcon.
- The area provides breeding or feeding sites for New Zealand falcon and indigenous lizard species.
- The area is a “critically underprotected” land environment which supports indigenous vegetation.
- The area makes an important local contribution to the natural quality and integrity of the Cattle Creek landscape with the naturalness of the indigenous vegetation over most parts of this area contributing to its moderate inherent landscape values.

3. Address for Service¹

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

Minister of Conservation
C/- Director Conservation Partnerships
South and Eastern South Island Region
Department of Conservation
Conservation House
77 Stuart Street
P O Box 5244
DUNEDIN
PH: (03) 477 0677
E-mail: dunedinvc@doc.govt.nz

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

Omarama Station Limited.
C/o Mr R and Mrs A Subtil
Omarama Station
Omarama
NORTH OTAGO 8950
Ph: 03 438 9820
Email: subtil@xtra.co.nz

¹ State Street address not Post Office Box number.

SCHEDULE 2

Special Conditions

Notwithstanding the provisions of clause 3.1, the following shall apply;

- 1 Notwithstanding clause 3.1.1, the Land may be grazed by ewe sheep and lambs at foot (unweaned) only at a stocking rate of no more than 0.15 stock units per hectare per annum. For the purposes of this condition, 1 ewe is equal to 1.0 stock unit, and 1 ewe with lamb at foot is also equal to 1.0 stock unit. Such grazing is subject to variation in accordance with the Monitoring Programme in Schedule 3.
- 2 Notwithstanding clause 3.1.5, the Land may be top dressed except for a 20 metre margin adjoining any waterways.
- 3 Notwithstanding clause 3.2.1 and 3.2.3, the Owner must control wilding pines, exotic broom and gorse on the Land and must prevent them seeding. The Owner will bear the cost of this work. Should the Owner fail to undertake this work the Minister may arrange to have this work undertaken and the Owner will bear the cost which may include reasonable costs of the Minister. Where the liabilities are significant, the Owner will submit to the Minister an agreed eradication plan for the control of wilding pines, exotic broom and gorse.
- 4 Notwithstanding clause 3.2.1, the Owner must control wild animals including rabbits, deer, goats and pigs to a level low enough to avoid damage to the Land. The Owner will bear the cost of this work. Should the Owner fail to control animals at an appropriate level the Minister may arrange to have this work undertaken and the Owner will bear the cost which may include reasonable costs of the Minister. Where the liabilities are significant, the Owner will submit to the Minister an agreed eradication plan for the control of wild animals including rabbits, deer, goats and pigs.
- 5 The Minister may design and undertake a monitoring programme:
 - a. to ensure that the ecological integrity of the Land and associated vegetation and fauna is maintained.
 - b. To enable the monitoring of any effects on the vegetation cover and conditions, faunal values and any other conservation values of the Land.The monitoring programme will be reviewed at regular intervals and if in the opinion of the Minister there are any issues identified with the status of any of the species in the covenant area or deterioration in the condition and extent of the ecological condition the Minister reserves the right to take any necessary steps to further protect any species including fencing areas of the covenant area and adjusting stock access. The Minister will liaise with the Owner in implementing these measures and the owner will cooperate in the giving effect to any measures considered necessary by the Minister. The description of the monitoring programme to be established is specified in Schedule 3.

SCHEDULE 3

DESCRIPTION OF THE MONITORING PROGRAMME TO BE ESTABLISHED.

1. Responsibilities:

An indigenous vegetation monitoring programme will be established at the commencement of the covenant term by the Minister. Subsequent re-monitoring will occur every 5 years and is to be organised by the Owner with the assistance of the Minister. It is not a requirement that each block is monitored at the same time period, although this can happen, just that each block is re-monitored at least once in every five year period.

The monitoring is intended to be a management tool, allowing the Minister and Owner to make informed decisions about the continued management of the land. This tool will develop and implement a system for assessing the impact of sheep grazing on the indigenous plant populations, species, communities, and ecosystems on the covenants of Omarama Station.

The objectives are:

1. Establish a series of monitoring plots or points focussing on areas where stock grazing is likely to be most pronounced.
2. Use these points to establish baseline information about the indigenous plant populations, species, communities, and ecosystems the covenants of Omarama Station.
3. At 5 yearly intervals, re-monitoring each of the plots or points and use this data to compare with previous monitoring occasions.

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

2. Costs:

The Owner in consultation with the Minister will be responsible for the cost of establishing the monitoring. The Owner will be responsible for the cost of repeat monitoring and the report write up. The Minister will cover their own staff cost for re-monitoring.

3. Monitoring Methods:**Photopoint Monitoring**

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

This will be done using a total of 100 permanent landscape photo-points along western, northern, eastern, southern and internal gully slopes. The location of each photo-point is to be recorded using GPS, and the pictures analysed to determine relative cover of tussock, *Hieracium*, rock/soil, and shrub. The procedure for establishing the photo-points would follow recommendations by Norton (2006). At least 20 photo-points must be representative of each of the *Chionochloa macra* communities at the top of the Ewe Range and Mt St Cuthbert (a minimum of 40 photo-points). Site selection will occur when the monitoring is first established, but will use the criteria set out in this document.

Within the covenant areas photo points will consist of a series of general landscape photos to ensure that conditions of the covenant are complied with along with specific monitoring that may identify detrimental impacts as follows:

- within shrublands will include:
 - obvious fragmentation, tracking, gaps and canopy breakdown.
- within tussock grassland areas will include:

- Observations of stock damage to the vegetation, impacts of trampling and browsing and impacts on regeneration, along with any loss of biodiversity that may occur as a direct result of grazing.

Permanent Plot Monitoring

A series of approximately 20 permanently marked 20 x 20m plots will be established across both the CC1 and CC2 systems; with the exact number to be decided after a detailed analysis of altitude, aspect and vegetation community factors. Site selection will occur when the monitoring is first established, but will use the criteria set out in this document. The location of 14 plots is to be targeted on fragile ecosystems where sheep grazing is likely to be most pronounced; as decided by the Minister and in consultation with the owner. In addition 6 sites are to have a second permanently marked 20 x 20m enclosure plot located nearby (within 50m) (Note - this paired plot will need to be fenced to exclude stock).

Each site will be marked using a warratah at the top NW corner and aluminium pegs used to mark the other corners.

For each plot, recording will include the aspect and slope, a compiled full list of vascular species and a cover estimate (not cover classes) for each species listed.

Within each plot monitoring will include height-frequency sampling using four equally spaced transects. The height-frequency of plants is to be sampled at 0.5m along each transect, and follow the methodology described by Wisser and Rose (1997).

Indigenous Plant Monitoring

There is to be 6 locations identified within the Site containing at least 5-30 individuals of at least two threatened species. Site selection will occur when the monitoring is first established, but will use the criteria set out in this document. These species will be established on site and may include (but not restricted to) coral broom (*Carmichaelia crassicaulis*), *Chionochloa macra*, *Carmichaelia kirkii* and *Hebe cupressoides*. These will be representative of the grazing-sensitive communities in *Chionochloa macra tussockland*, rock, scree, and shrubland habitats. At each location, all individuals of each species are to be tagged and recorded for each individual's height and level of browse (low, medium, high).

4. Monitoring Results:

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

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

- For clarity, a 10% decline of a significant species (e.g. *Chionochloa macra*) in a permanent plot, relative to the enclosure plots would be considered significant enough to trigger this active management (i.e. the unfenced permanent plot going from 50% cover to 45% cover, and fenced going from 50% cover to 55%, would be a 10% difference). This way if both fenced and unfenced decline, as could happen, there'd be no reduction in grazing.

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

Execution Section

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

SIGNED for and on behalf of the
Commissioner of Crown Lands
by **Joanna Annelies McClure**
pursuant to a delegation under the
Crown Pastoral Land Act 1998 in
the presence of:





Witness

SOLICITOR

Occupation


WELLINGTON

Address

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



Annabelle Ruth Subtil



Richard Aubron Subtil
