

Crown Pastoral Land Tenure Review

Lease name : TEMPLE PEAK

Lease number : PO 094

Substantive Proposal - Part 3

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

Appendix 5: Form of Grazing Concession to be Created

Concession number: _____

DATED 2008

Between

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

and

**TEMPLE PEAK LIMITED
("the Concessionaire")**

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



Department of Conservation
Te Papa Atawhai

THIS LICENCE is made this day of

PARTIES:

1. **MINISTER OF CONSERVATION** ("the Grantor")
2. **TEMPLE PEAK LIMITED** ("the Concessionaire")

BACKGROUND

- A. The Grantor manages the Land described in Schedule 1 as a Conservation Area.
- B. 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).
- C. The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Document.

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

"Access" means the right, in common with others, to pass and repass over the Land and any roads of the Grantor for ingress to and egress from the Land as is reasonably necessary for the Concessionaire to exercise its rights under this Licence.

"Administration Fee" means the amount specified in Item 6(b) of Schedule 1 and is the annual fee for administering the Concession imposed by the Grantor under section 60D of the Conservation Act 1987. It includes any variation in that amount following a Concession Fee Review.

"Background" means the matters referred to under the heading "Background" on page 1 of this Document.

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

"Concessionaire" includes the Concessionaire's successors, assigns, executors, and administrators.

"Concession Activity" means the use of the Land for purposes of the activity carried out by the Concessionaire and specified in Item 2 of Schedule 1.

"Concession Fee" means the amount specified in Item 6(a) of Schedule 1 and charged by the Grantor for the Concessionaire's right to carry out the Concession Activity on the Land. It includes any variation in that amount following a Concession Fee Review. It also includes, where relevant, the amount which the parties agree to be the new Concession Fee on a renewal of the Document.

"Concession Fee Payment Date" means the date specified in Item 7 of Schedule 1 on which the Concession Fee falls due for payment.

"Concession Fee Review" means a review of the Concession Fee determined in accordance with clause 6 of this Document.

"Concession Fee Review Date" means the date specified in Item 9 of Schedule 1 on which the Concession Fee Review occurs being at 3 year intervals calculated from the date of commencement of the term of this Document; and includes any additional dates inserted into Item 9 of Schedule 1 following a renewal of this Document.

"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 Licence and any subsequent amendments and all schedules, annexures, and plans attached to it.

"Final Expiry Date" means the date specified in Item 5 of Schedule 1.

"Land" means a Conservation Area or a Reserve (whichever is relevant in the circumstances) being the area more particularly described in Item 1 of Schedule 1.

"Licence" for purposes of this Document is the Licence granted under this Document by the Grantor to the Concessionaire under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

"Penalty Interest Rate" means the rate specified in Item 8 of Schedule 1.

"Renewal Date" means the date specified in Item 4(a) of Schedule 1.

"Renewal Period" means the period specified in Item 4(b) of the Schedule 1.

"Reserve" has the same meaning as "reserve" in section 2 of the Reserves Act 1977.

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

"Term" means the period of time specified in Item 3 of Schedule 1 during which this Document operates. It includes, where relevant, any period of renewal of the Term.

"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 LICENCE

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 a LICENCE 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 Land subject to the terms and conditions contained in this Document.

3.0 TERM

3.1 The Licence is for the Term specified in Item 3 of Schedule 1.

3.2 Unless otherwise specified in Items 4 and 5 of Schedule 1, if the Concessionaire has not been in breach of this Document and has given to the Grantor written notice to renew the Document at least three months before the end of the Term, the Grantor will, at the cost of the Concessionaire, renew the Document from the Renewal Date for the next Renewal Period on the following terms:

- (a) the new Concession Fee is to be agreed upon before the end of the Term or, failing agreement, is to be determined as though it were a Concession Fee Review under clause 6;
- (b) the Concession Fee is to be subject to review during the Renewal Period on each Concession Fee Review Date;
- (c) the renewed Document is otherwise to be in accordance with and subject to the covenants and agreements expressed and implied in this Document except that the Term of the Document and all renewals, if any, end on the Final Expiry Date;
- (d) pending the determination of the new Concession Fee, the Concessionaire is to pay the new Concession Fee proposed by the Grantor. Upon determination an appropriate adjustment is to be made to the Concession Fee.

4.0 CONCESSION FEE AND ADMINISTRATION FEE

4.1 The Concessionaire must pay to the Grantor in the manner directed by the Grantor on or before the Concession Fee Payment Date specified in Item 7 of Schedule 1:

- (a) the Concession Fee plus GST specified in Item 6(a) of Schedule 1; and
- (b) the Administration Fee plus GST specified in Item 6(b) of Schedule 1.

4.2 If the Concessionaire defaults in payment of the Concession Fee and Administration Fee for 14 days after a Concession Fee Payment Date the Concessionaire is to pay interest on the unpaid Concession Fee and Administration Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.

4.3 For purposes of clause 6.0, a reference to Concession Fee includes a reference to the Administration Fee.

5.0 OTHER CHARGES

5.1 In addition to the Concession Fee and Administration Fee the Concessionaire must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which become payable in relation to the Land as a result of the grant of this Licence.

6.0 CONCESSION FEE REVIEW

- 6.1 The Grantor will review the Concession Fee on the Concession Fee Review Dates.
- 6.2 The Grantor will commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving written notice to the Concessionaire.
- 6.3 The notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.
- 6.4 If, within 28 days of receipt of the Grantor's notice, the Concessionaire gives written notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee the new Concession Fee is to be determined in accordance with clause 18.
- 6.5 Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee payable immediately before the Concession Fee Review Date. On determination of the new Concession Fee an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable.
- 6.6 If the Concessionaire does not give notice to the Grantor under clause 6.4 the Concessionaire will be deemed to have accepted the Concession Fee specified in the Grantor's notice.

7.0 CONCESSION ACTIVITY

- 7.1 The Concessionaire is not to use the Land for any purpose other than the Concession Activity.

8.0 COMPLIANCE

- 8.1 The Concessionaire will comply where relevant:
- (a) with the provisions of any conservation management strategy or conservation management plan under Part IIIA of the Conservation Act 1987 together with any amendment or review of the 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 Health and Safety in Employment Act 1992, the Resource Management Act 1991, and any other statute, ordinance, regulation, bylaw, or other enactment affecting or relating to the Land, or affecting or relating to the Concession Activity.

9.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 9.1 The Concessionaire must not erect or bring on to the Land any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.
- 9.2 The Concessionaire must keep and maintain at the Concessionaire's cost any Structures, facilities and alterations to the Land in good repair.
- 9.3 On expiry or early termination of this Document either as to the whole or any part of the Land, the Concessionaire will not be entitled to compensation for any improvements (including pasture) and any Structures or facilities remaining on the Land are to become the property of the Grantor.
- 9.4 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 Land in a clean and tidy condition to the satisfaction of the Grantor.

10.0 PROTECTION OF THE ENVIRONMENT

10.1 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 Land; or
- (b) bring any plants, or animals (other than farm stock described in Item 2 of Schedule 1, farm dogs and horses for purposes of the Concession Activity) on to the Land; or
- (c) deposit on the Land debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Land; or
- (d) pile or store materials in any place on the Land where they may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Land; or
- (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Land; or
- (g) disturb or allow stock to disturb any stream or watercourse on the Land; or
- (h) light any fire on the Land.

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

- (a)(i) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Land or any Structure or facility on the Land;
- (a)(ii) if considered necessary by the Grantor, engage a pest exterminator approved by the Grantor; and
- (b) comply strictly with the provisions of the Biosecurity Act 1993.

10.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 10.

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

10.5 The Concessionaire for purposes of the Concession Activity may take onto or use farm vehicles on the Land on existing formed access tracks only.

11.0 HEALTH AND SAFETY

11.1 The Concessionaire is to carry out the Concession Activity on the Land in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992 and its regulations.

11.2 The Concessionaire must notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment.

12.0 TEMPORARY SUSPENSION

12.1 The Grantor may suspend this Document:

- (a) if, in the opinion of the Grantor the activities of the Concessionaire, its employees, agents, contractors, licensees or invitees are having or may have an adverse effect on the environment and the Grantor considers that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor;
 - (b) while the Grantor investigates any of the circumstances contemplated by this clause and also while the Grantor investigates any potential breach or possible offence by the Concessionaire related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act of which the Grantor has become aware.
- 12.2 The Grantor is not liable to the Concessionaire for any loss sustained by the Concessionaire by reason of a suspension under clause 12.1 including loss of profits.
- 12.3 During any period of temporary suspension the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.
- 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 TERMINATION**
- 14.1 The Grantor may terminate this Document by notice in writing to the Concessionaire if:
- (a) the Concession Fee or the Administration Fee or any other money payable to the Grantor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
 - (b)(i) the Concessionaire breaches any terms of this Document; and
 - (b)(ii) the Grantor has notified the Concessionaire in writing of the breach; and
 - (b)(iii) the Concessionaire does not rectify the breach within 28 days of receiving notification; or
 - (c) the Concessionaire ceases to conduct the Concession Activity; or
 - (d) the Concessionaire is convicted of an offence, related to the Concession Activity, under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or the Resource Management Act 1991; or the Biosecurity Act 1993; or the Health and Safety in Employment Act 1992; or
 - (e) the Concessionaire is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company has a receiver appointed; or is put

into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a writ of sale or charging order; or the Concessionaire cease to function or operate.

14.2 If the Grantor terminates the Document under this clause 14 all rights of the Concessionaire are to cease absolutely; but the Concessionaire is not to be released from any liability to pay the Concession Fee or Administration Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.

14.3 The Grantor may exercise the Grantor's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

15.0 INDEMNITIES AND INSURANCE

15.1 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, contractors, or invitees or otherwise caused as a result of its use of the Land or the Concessionaire's carrying out of the Concession Activity on the Land.

15.2 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.

15.3 Without prejudice to or in any way limiting its liability under clause 15.1 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 Land and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 10 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 11 of Schedule 1; and
- (b) statutory liability insurance for the amount specified in Item 12 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 13 of Schedule 1.

15.4 With respect to clause 15.3 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.

16.0 ENVIRONMENTAL MONITORING

16.1 The Concessionaire must, during the Term, if required in writing by the Grantor, pay to the Grantor the annual environmental monitoring contribution specified in Item 14 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's conduct of the Concession Activity on the Land.

17.0 FORCE MAJEURE

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- 17.1 Neither party will be liable to the other party for any delay in performance of, or failure to perform, its obligations (other than a payment of money) under this Document as a result of any cause beyond its reasonable control.

18.0 DISPUTE RESOLUTION AND ARBITRATION

- 18.1 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.
- 18.2 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 mediation with a mediator agreed between the parties.
- 18.3 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.
- 18.4 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.
- 18.5 Notwithstanding anything 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 Land is situated 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.
- 18.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.
- 18.7 The parties agree that the results of any arbitration are to be binding on the parties.

19.0 NOTICES

- 19.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 15 of Schedule 1.
- 19.2 A notice given in accordance with clause 19.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of pre-paid post, on the third working day after posting;
 - (c) in the case of facsimile, on the Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.

20.0 RELATIONSHIP OF PARTIES

- 20.1 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 Land;
 - (b) derogating from the rights of the Grantor and the public to have access across the Land;
 - (c) preventing the Grantor from granting other concessions (except a grazing licence) to other persons.

21.0 OFFENCES

21.1 Where any breach of this Concession by the Concessionaire also constitutes an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act:

- (a) no waiver or failure to act by the Grantor under this Document is to preclude the Grantor from prosecuting the Concessionaire; and
- (b) no failure by the Grantor to prosecute the Concessionaire is to preclude the Grantor from exercising the Grantor's remedies under this Document; and
- (c) any action of the Grantor in prosecuting the Concessionaire is not to preclude the Grantor from exercising the Grantor's remedies under this Document.

22.0 SPECIAL CONDITIONS

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

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

Signed by Ian Robert Hugh Whitwell
 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 on Behalf of Temple Peak Limited by:

as Concessionaires
 in the presence of :

) _____
)
)

Witness _____

Occupation _____

Address _____

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SCHEDULE 1

1. **Land:** *Area hatched in pink and marked "CA2" on the Proposed Designations Plan. (see definition of Land in clause 1.1)*
2. **Concession Activity:** Sheep grazing *(see definition of Concession Activity in clause 1.1)*
3. **Term:** 7 years commencing on : *(see clause 3)*
4. (a) **Renewal Date:** 7 years from commencement *(see clause 3.2)*
 (b) **Renewal Period:** right of renewal for 2 further 7 year terms subject to conditions set out in Management Prescription Document (Schedule 3). *(see clause 3.2)*
5. **Final Expiry Date:**
21 years from date of commencement - *(see clause 3.2)*
6. (a) **Concession Fee:** \$ *(see clause 4)*
A fee calculated on the basis of \$2.20+ GST per annum for 1 sheep wether (equates to 60 cents+GST per wether for permitted grazing period)
 (b) **Administration Fee:** \$100.00 per annum + GST *(see clause 4)*
7. **Concession Fee Payment Date:** *(see clause 4)*
On or before the date specified on the invoice generated by the Grantor
8. **Penalty Interest Rate:** *(see clause 4.2)*
Double the Grantor's bank's current highest 90 day bank bill buy rate
9. **Concession Fee Review Date:** *(see clause 6)*
Each 3 year anniversary from the date of commencement of the Term
10. **Public Liability General Indemnity Cover:** *(see clause 15.3)*
for \$1,000,000.00
11. **Public Liability Forest & Rural Fire Extension:** *(see clause 15.3)*
for \$250,000.00
12. **Statutory Liability Insurance:** *(see clause 15.3)*
Amount: Nil
13. **Other Types of Insurance:** Nil *(see clause 15.3)*

Amounts Insured for Other Types of Insurances: *(see clause 15.3)*
Amount: Nil
14. **Environmental Monitoring Contribution:** \$600 per annum to be reviewed at the same time as the concession fee. *(see clause 16)*

15. **Address for Notices:**

(see clause 19)

- (a) Conservation House, 77 Lower Stuart Street, Dunedin
Postal – Department of Conservation PO Box 5244 Dunedin 9058
Telephone: (03) 477-0677
Facsimile: (03) 477 8626

- (b) Concessionaire: Temple Peak Station, Rees Valley Road, Glenorchy.
Telephone: (03) 442-9942
Facsimile: Nil

SCHEDULE 2

Special Conditions

1. The Minister is not liable to pay for or contribute towards 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.
2. The Concessionaire must only use the land for grazing sheep wethers. Not more than 1000 wethers may be grazed. Grazing is to be confined between the period 1 January – 10 April. Maximum stocking levels may be decreased or the concession terminated in terms 2 and 3 if monitoring results reveal a deterioration in vegetation condition – see criteria set out in Management Prescription Document (Schedule 3).
3. Clause 10.1.b is amended to allow the Concessionaire to use dogs and horses on the Land for the purpose of mustering stock.
4. The concessionaire should note that all native wildlife within the concession area are absolutely protected. Accordingly, and by way of example, any attack on sheep by Kea does not represent grounds for culling Kea.
5. Concession Fee. The concessionaire shall make an annual return of stock carried to the Grantor by the 31st May each year. Rental will be calculated on the basis of the actual number of wethers grazed and shall be payable for the previous year by demand by the 1st say of July in each and every year. The annual monitoring contribution and administrative fees will be payable regardless of whether the concession area has been stocked.
6. In relation to Background B this concession is to be under section 17Q(1) of the Conservation Act.

SCHEDULE 3

MANAGEMENT PRESCRIPTION DOCUMENT FOR GRAZING CONCESSION – TEMPLE PEAK

As this concession is for a term exceeding 10 years a management prescription document is required. A management prescription in the concession conditions provides, over the full term:

1. *The specific goals of management of the land consistent with the nature of the concession activity (covering biological values, landscape, historic, public recreation, soil and water).*
2. *A description of how the goals are to be met.*
3. *A detailed description of the type and condition of natural resources at the commencement of the concession.*
4. *A description of the monitoring programme (of activity effects) to be carried out.*
5. *A specification concerning grazing systems, including identification of vegetation trends and how that will affect the grazing systems.*

1. The goal of the concession is to achieve the protection of, landscape, vegetation, wildlife, soil and water values and recreational opportunities whilst allowing for a conservative level of sheep (wethers only) grazing.

(a) Biological Values

Vegetation: To manage the vegetation within the concession area in a manner which maintains or enhances the cover of native vegetation whilst minimising the risk of invasion by exotic species.

Fauna: To manage the concession area in a manner which enhances the habitat for the full range of native fauna present.

(b) Landscape

To manage the concession area in a manner which retains and enhances the open landscape which is characterised by negligible levels of human modification.

(c) Recreation

To facilitate public recreation in the concession area. Likely activities include tramping, hunting and ski mountaineering. Commercial recreation will be allowed to the extent that it complies with the Otago Conservation Management Strategy and relevant future planning documents. Commercial activities will not be permitted if they have a significant adverse effect on the ability of the Concessionaire to use this grazing concession. Commercial activities which may impact on the areas remote and wild nature will be advertised for public comment.

(d) Soil and Water

To manage the concession in a manner which prevents soil loss and maintains high water quality.

2. These goals are to be met through periodic regular inspections of the concession area and regular liaison with the Concessionaire.

The concession document requires the Concessionaire to comply with the legal obligations of the Biosecurity Act.

3. Description and condition of natural resources present.

Vegetation

The dominant cover over most of the concession area is tall tussock grassland. On higher slopes and scattered through the tussockland, particularly on spurs and rocky ridges, there is much *Dracophyllum* shrubland with extensive subalpine shrublands in the head of the Ox Burn. At the highest altitude, cushionfield and fellfield communities occur amongst large expanses of rocky ridges and slopes.

Shrublands

Above the treeline in the upper Ox Burn, there are extensive and diverse subalpine shrublands. *Dracophyllum longifolium* forms extensive pure stands on steep rocky slopes or mixed stands with *Hebe rakaiensis*, *H. anomala*, *Olearia cymbifolia*, *Coprosma ciliata*, *C. rugosa*, *C. sp. "alpina"*, *Dracophyllum uniflorum*, *Brachyglottis cassinioides* and *Podocarpus nivalis*. These species in various combinations, form a diverse mosaic intermixed with narrow-leaved snow tussock (*Chionochloa rigida*), robust speargrass (*Aciphylla sp. "lomonid"*), mountain ribbonwood and mountain toatoa (*Phyllocladus alpinus*). *Helichrysum intermedium* occurs on bluffs with *Gaultheria crassa*. The shrubland extends to about 1200 m in altitude and higher on some ridges. The density of the shrubland excludes goats to some extent except where frequent slips give access and seepages reduce shrub cover. *Hebe pauciramosa* occurs on the latter.

Dracophyllum shrublands are found in most of the upper valleys where they occur on steep terrace risers, rocky knobs, spurs and ridges as well as scattered plants in the tussockland.

Tall tussockland

Narrow-leaved tussockland dominates large areas of concession area. In valley heads above about 1300m, and lower on cold south and east faces, slim snow tussock (*Chionochloa macra*) dominates. The cover is generally high at between 70- 90% except for localised areas where goats have camped. In places goats have induced compositional changes from tall to short tussock or have eliminated tussock.

Mid-ribbed snow tussock (*Chionochloa pallens*) occurs locally above about 1800 m and snow patch tussock (*Chionochloa oreophila*) grows in high altitude hollows and slopes where the snow lies for long periods. Many small shrubs, herbs, grasses and sedges occupy the inter-tussock spaces, open stony areas along stream edges and stony fans, and places with shallow soils. Common shrubs and sub-shrubs include *Gaultheria novae-zelandiae*, *G. nubicola*, *Pimelea oreophila*, *Coprosma cheesemanii*, *C. niphophila*, *Hebe buchananii*, and *H. hectorii*. Common herbaceous plants include *Celmisia lyallii*, *Acaena saccaticupula*, *A. caesiiglauca*, *Anisotome flexuosus*, *Viola cunninghamii*, *Ranunculus gracilipes*, *Gentiana bellidioides*, *Leptinella pectinata*, *Wahlenbergia albomarginata*, *Euphrasia zelandica*, *Raoulia apicenigra*, *Poa colensoi*, *Rytidosperma punila*, *Elymus solandri*, *Deyeuxia crinita*, *Uncinia divaricata*, *Lycopodium fastigiatum*, *Blechnum penna-marina*, and *Carex wakatipu*.

Mossy stable stream edges within the tussockland are variously dominated by *Dolichoglottis lyallii*, *Lagenifera barkeri*, *Nertera balfouriana* and other small grasses and sedges.

Short tussockland

Growing amongst the tall tussock in many places is *Festuca mathewsii*. This species also forms dominant stands on some the valley floors. Some high altitude fans and gravelly flood plains are dominated by bristle tussock (*Rytidosperma setifolia*) with good examples on south-facing slopes in the Ox Burn (west branch). A few places are dominated by blue tussock (*Poa colensoi*).

Cushionfield/fellfield

Cushion vegetation occupies most alpine ridge tops where the soil is shallow and the exposure to the weather greatest. Adjacent fellfields hold similar plants though more widely spaced. Common plants include *Dracophyllum muscoides*, *Hectorella caespitosa*, *Hebejeebie* (= *Chionohebe*) *densifolia*, *Chionohebe thomsonii*, *Myosotis pulvinaris*, *Epilobium tasmanicum*, *Agrostis muelleriana*, *Gentiana divisa*, *Poa colensoi*, *Stellaria gracilentia*, *Raoulia grandiflora*, *Ourisia caespitosa*, *Luzula pumila*, *Plantago lanigera*, *Kelleria croizatii*, *Colobanthus buchananii*, *Phyllachne colensoi* and *Anisotome imbricata*.

Alpine scree

Rocky places support the mountain fern *Polystichum cystostegia*, *Leucogenes grandiceps*, *Raoulia youngii*, *Trisetum tenellum* and *Celmisia angustifolia* with *Haastia pulvinaris*, *Parahebe planopetiolata*, *Hebe petriei* and *Koelaria cheesemanii* on stable screes. The rush *Marsippospermum gracile* forms large patches on cold, damp slopes such as at the head of Davidsons Creek with *Ranunculus royi*, *Acaena saccaticupula*, *Coprosma perpusilla*, *Geum leiospermum* and other plants. *Epilobium purpuratum* also grows here on damp screes.

Snowbanks

Snowbanks are common in the upper basins of many of the streams. They contain many of the cushionfield plants listed above, as well as other herbs including *Celmisia haastii*, *Carex pyrenaica*, *Carex pterocarpa*, *Raoulia subulata*, *Ourisia glandulosa*, and *Abrotanella inconspicua*.

Wetlands

Although wetlands do not feature prominently within the concession area there are several types of wetland present with distinctive plant assemblages. Wet seepages are the most widely distributed. Typical species include *Oreobolus pectinatus*, *Gnaphalium laterale*, *Epilobium komarovianum*, *Carex gaudichaudiana*, *Pratia angulata*, *Juncus antarcticus*, *Gonocarpus micranthus*, *Schoenus pauciflorus*, *Elaeocharis acuta* and *Leptinella mediana*. Small patches of *Sphagnum cristatum* are occasionally present.

Other wetlands include a series of small alpine tarns. These are set amongst hummocky terraces on slump topography in the headwaters of the Ox Burn (1480 m).

Dry terrace herbfields

Small, well drained and elevated streamside terraces in the Ox Burn have a dry-tolerant herb and sub-shrub flora. Common species include the moss *Racomitrium* sp, *Gaultheria parvula*, *Rytidosperma pumilum*, *Acaena saccaticupula*, *Coprosma atropurpurea* and *Lycopodium fastigiatum*.

Rock bluffs

Rock bluffs, especially those with a shady aspect and/or permanent wetness have a distinctive flora comprising species not commonly encountered in other communities. Such species include *Anisotome pilifera*, *Celmisia bellidioides*, *Parahebe planopetiolata*, *Geum parvifolium* and *Schizelema haastii*.

Invertebrates

Four species of invertebrate fauna present in the concession area are of particular conservation interest.

Hypsithocus hudsonae Bergroth (Hemiptera: Pentatomidae)

Hypsithocus hudsonae, a pentomid bug, has a restricted, disjunct distribution in subalpine and alpine environments in western and Central Otago and *Hebe odora* is a likely host plant (Larivière 1995).

Hypsithocus hudsonae was previously known from only five populations and occurs in habitats that are

currently at risk (Larivière 1995). This species has limited dispersal power, therefore loss of habitat could lead to local population extinction (McGuinness 2001).

***Gingidlobora subobscurata* (Walker) (Lepidoptera: Geometridae)**

This local moth species, found at Ox Burn near Cashes Flat hut, has larvae that feed on *Gingidia* spp. on rock faces and is believed to be threatened (B.H. Patrick *pers. comm.*).

***Pseudocoremia lutea* (Philpott) (Lepidoptera: Geometridae)**

The host plant and biology of this montane moth species is unknown and *P. lutea* was previously only known from Bold Peak, the Type locality (Patrick & Dugdale 2000). The two specimens were found at Ox Burn near Cashes Flat hut.

Avi Fauna.

Native birds recorded in the concession area during the 2003 tenure review inspection were as follows:

Australasian harrier (*Circus approximans gouldi*)
Greywarbler (*Gerygone igata*)
Silvereye (*Zosterops lateralis*)
Pipit (*Anthus novaeseelandiae*)
Kea (*Nestor notabilis*)
Southern black-backed gull (*Larus dominicanus*)
Falcon (*Falco novaeseelandiae*)

Kea were sighted in large numbers feeding on the berries of *Coprosma atropurpurea* – kea are ranked as "Nationally Endangered". Falcon, ranked as "Gradual Decline" utilise the area as part of a larger range.

4. Description of a monitoring programme to be established for historic sites, vegetation condition and soil and water values.

A vegetation monitoring programme will be established at the commencement of the concession term with the assistance of the concessionaire. Eight 50 metre transects will be established. Transects will be sited in a range of environments where sheep are known to graze and will be sited in consultation with the Concessionaire.

Detailed information will be gathered from the transects. Cover, frequency and biomass data will be recorded as well as a photographic record including photopoints and transect photos.

A 50cm by 50cm quadrat will be placed every two metres along each transect and the following information recorded:

Ground Cover

- Rock and Rubble
- Bare Ground
- Litter
- Dead Vegetation
- Live Vegetation

Cover Classes

Each Species present in each quadrat is given a cover class between 1-6 where:

- 1 = <1%
- 2 = 1-5%
- 3 = 6-25%
- 4 = 26-50%
- 5 = 51-75%
- 6 = 76-100%

Species Present

All species found in each quadrat will be recorded as present. The frequency of occurrence is the % of quadrats in which the species is present.

Point Heights

Point Heights of tussock species will be measured where present, every metre up the transects. This measure gives a measure of relative biomass.

Photos

On each transect, photos will be taken with a standard lens (55mm) looking up and down the line. A series of general repeatable photo point sites will be established.

5. Number of stock and duration permitted to be run on the concession area within the current term of the management prescription document.

Years 1-7. 1000 wethers from 1 January to 10 April.

Transects will be established in year 1 and re measured prior to years 7 and 14. Information gathered will be used to review stocking rates for successive 7 year periods as set out below.

Specific thresholds which if breached can be used as a trigger by the Grantor to reduce stocking on the concession area.

The maximum stocking rate may be reduced by 10 percent from the base level under the following scenarios:

If estimated bare ground cover (including rock and rubble) increases by more than 5 percentage points when averaged across all transect sites.

If estimated cover of combined snow tussock species (*Chthonochloa* species) decreases by more than 5 percentage points when averaged across all transect sites.

The maximum stocking rate may be reduced to 50% percent of the base level under the following scenarios:

If estimated bare ground cover (including rock and rubble) increases by more than 10 percentage points when averaged across all transect sites.

If estimated cover of combined snow tussock species decreases by more than 10 percentage points when averaged across all transect sites.

The lease may be terminated prior to the expiry date under the following scenarios:

If estimated bare ground cover (including rock and rubble) increases by more than 15 percentage points when averaged across all transect sites.

If estimated cover of combined tussock species decreases by more than 15 percentage points when averaged across all transect sites.

Following monitoring, results will be discussed between the Grantor and the Concessionaire. The Grantor may elect not to reduce stocking levels in the manner set out if in his/her opinion vegetation condition has fallen below identified thresholds for reasons other than grazing by sheep wethers. There may be by mutual

agreement, acceptance that changes in vegetation not identified as thresholds are undesirable and that stock numbers should be reduced.

Appendix 6: Form of Easement to be Created (Public)

**TRANSFER GRANT OF
EASEMENT IN GROSS**

Public 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*

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

Transferor Surnames must be underlined

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

Transferee Surnames must be underlined

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

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

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

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

Operative Clause

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

Dated this _____ day of _____

Attestation

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

Certified correct for the purposes of the Land Transfer Act 1952.

Easement in Gross for Public Access (adapted from Otaco 37213).
 DOCDM-414605-Temple Peak Public Access a-b, c-k-d-e, d-f and k-l. 31.03.2011.

Solicitor for the Transferee

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

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

Dated

Page

of

Pages

Definitions

1. In this transfer unless the context otherwise requires:
 - 1.1 "Easement Area" means that part of the Servient Land (*marked a-b, c-k-d-e, d-f and k-l on the Designation Plan*) being 10 metres wide marked [] "[]" on Deposited Plan/S.O. Plan No []
 - 1.2 "Servient Land" means the land owned by the Transferor and described on page 1.
 - 1.3 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes the Transferee's tenants, agents, contractors, invitees and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public.
 - 1.4 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

2. The Transferee has the right in common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.
4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Exclusion of Schedules

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

Term

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

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.

Easement in Gross for Public Access (adapted from Otaco 37213).
DOCDM-414605-Temple Peak Public Access a-b, c-k-d-e, d-f and k-l. 31.03.2011.

Temporary Suspension

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

Dispute Resolution

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

Notice

- 9.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
- (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by facsimile to the receiving party.
- 9.2 If clause 9.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 9.3 If clause 9.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

Special Easement Terms

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.
- 11 The words "on or accompanied by horses, or by non-motorised vehicle powered by a person or persons" are deleted from Clause 2.
- 12 The Transferee (not being a member of the public) has the right:
- 12.1 To mark the Easement Area as appropriate.
 - 12.2 To erect and maintain stiles.
 - 12.3 To erect and maintain signs informing the public of their rights and responsibilities in relation to the Easement Area.
 - 12.4 To construct and maintain a benched track on the Easement Area.

Easement in Gross for Public Access (adapted from Otaco 37213).

DOC DM-414605-Temple Peak Public Access *a-b, c-k-d-e, d-f and k-l*. 31.03.2011.

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.

- 12.5 To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clause 12.1 to 12.4.
- 13 The words "on or accompanied by horses, or by non-motorised vehicle powered by a person or persons" are deleted from Clause 2.
- 14 If the Transferee (being a member of the public) has a hunting permit, issued by the Director-General of Conservation for land to which the easement provides access, he may carry a gun on the Easement Area for the purpose of gaining access to hunt on that land.
- 15 The Transferee (not being a member of the public) and the Transferor agree that should the Transferee secure public access over a route which in the sole opinion of the Transferee provides superior foot access between the Rees Valley Road and conservation land in the headwaters of Twelve Mile Creek (alternatively known as the Ox Burn), the Transferor and the Transferee shall vary this Document by removing from the Easement Area that section which links Precipice Creek and the Ox Burn or Twelve Mile Creek (*marked c-d on the Designations Plan*) [] "[]" on Deposited Plan/S.O. Plan No [].
- 16 The Transferor and the Transferee (not being a member of the public) agree that should this document and the Easement Area need to be varied in accordance with clause 15 above each will execute all documents and undertake all actions required to complete this.
- 17 The Transferee (not being a member of the public) agrees that should the Easement Area be varied pursuant to clause 15 above, the Transferee will meet the reasonable legal costs of the Transferor relating to such variation.
- 18 Dogs may only be taken onto the Easement Area with the permission of the Transferor.
- 19 In terms of clause 9.1 notices will not be sent to the Transferor via facsimile.

Continuation of "Attestation"

Signed for and on behalf of)
Her Majesty the Queen by)

under a written delegation in the)
presence of:)

Easement in Gross for Public Access (adapted from Otaco 37213).
DOC/DM-414605-Temple Peak Public Access *a-b, c-k-d-e, d-f and k-l*. 31.03.2011.

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.

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.

Easement in Gross for Public Access (adapted from Otaco 37213).
DOCDM-414605-Temple Peak Public Access *a-b, c-k-d-e, d-f and k-l*. 31.03.2011.

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

Land Transfer Act 1952

Law Firm Acting
Conservancy Solicitor Department of Conservation Dunedin

Auckland District Law Society
REF:4135

This page is for Land Registry Office use only.

(except for "Law Firm Acting")

Easement in Gross for Public Access (adapted from Otaco 37213).

DOCDM-414605-Temple Peak Public Access *a-b, c-k-d-e, d-f and k-l*. 31.03.2011.

Appendix 7: Form of Easement to be Created (Conservation Management Access)

**TRANSFER GRANT OF
EASEMENT IN GROSS**

Access for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER

Land Transfer Act 1952

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

Land Registration District

OTAGO

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

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

Transferor Surnames must be underlined

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

Transferee Surnames must be underlined

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

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

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

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

Operative Clause

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

Dated this day of

Attestation

Signed by acting under written delegation from the Commissioner of Crown Lands Signature, or common seal of Transferor	Signed in my presence by the Transferor 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 Transferee

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

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

Dated

Page

of

Pages

Definitions

1. In this transfer unless the context otherwise requires:

- 1.1 "Easement Area" means that part of the Servient Land (*marked g-h-i-j, on the Designation Plan*) being 20 metres wide and that part of the Servient Land (*marked f-d-e on the Designation Plan*) being 10 metres wide which are marked "[]" on S.O. Plan No [].
- 1.2 "Management Purposes" means:
- the protection of a significant inherent value of the land managed by the Transferee in the vicinity of the easement area.
 - The management of the land administered by the Transferee in a way that is ecologically sustainable.
- 1.3 "Servient Land" means the land owned by the Transferor and described on page 1.
- 1.4 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and, includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation.
- 1.5 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

2. The Transferee has the right to pass and re-pass at any time over and along the Easement on foot, or on or accompanied by horses, or by motor vehicle, or by non motorised vehicle powered by person or persons, with or without machinery and implements of any kind, or with or without guns and dogs, for Management Purposes.
3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.
4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Exclusion of Schedules

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

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

OTACO-38229 Easement for Mgmt in Gross Templ.doc
DOCDM 414854 - DOC Mgmt. Temple Peak g-h-i-j & f-d-e 17 May 2011.

Term

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

Temporary Suspension

7. The Transferee may, at any time in exercise of her/his powers, temporarily close all or part of the Easement Area for such period as she/he considers necessary.

Dispute Resolution

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

Notice

- 9.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
- (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by facsimile to the receiving party.
- 9.2 If clause 9.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 9.3 If clause 9.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

Special Easement Terms

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.
- 11 The Transferor is under no obligation to maintain the Easement Area to any standard other than that which is necessary for his own purposes.
- 12 The Easement Area is currently maintained to standard suitable for motorcycles and All Terrain Vehicles (ATV's). Unless the Easement Area is upgraded to a standard suitable for four wheel drive motor vehicles, the Transferee will restrict her motor vehicle use of the Easement Area to motorcycles and ATV's.
- 13 In terms of clause 9.1 notices will not be sent to the Transferor via facsimile.

- 14 The Transferor and Transferee acknowledge that that part of the Easement Area labelled [h-i] on the Designations Plan "[]" on S.O. Plan No [] is currently unformed and impassable. The Transferor intends to construct an alternative track across the Servient Land which will connect onto the Easement Area at Point [i] on the Designations Plan "[]" on S.O. Plan No []. If this work is undertaken the Transferor and Transferee agree that this instrument may be varied to include the newly formed track within the Easement Area and to remove that section labelled [g-h-i] on the Designations Plan "[]" on S.O. Plan No [] from the Easement Area.
- 15 The Transferor and the Transferee agree that should this instrument be varied in accordance with clause 14 above each will execute all documents and undertake all actions required to complete this.
- 16 The Transferee agrees that should the Easement Area be varied pursuant to clause 14 above, the Transferee will meet the reasonable survey and legal costs of the Transferor relating to such variation.

Continuation of "Attestation"

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

 Witness (Signature)

Name _____

Address _____

Occupation _____

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

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

TRANSFER GRANT OF EASEMENT IN GROSS

1. Access for Management Purposes

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
Dunedin

Auckland District Law Society
REF:4135

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(except for "Law Firm Acting")

OTACO-38229 Easement for Mgmt in Gross Templ.doc
DOCDM414854 - DOC Mgmt. Temple Peak g-h-i-j & f-d-e 17 May 2011.

Appendix 8: Form of Conservation 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

"Values" means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat or historic values as specified in Schedule 1.

"Working Day" means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:

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

1.2.2 clause and other headings are for ease of reference only and are not to be treated as forming any part of the context or to affect the interpretation of this Covenant;

1.2.3 words importing the singular number include the plural and vice versa;

1.2.4 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant and in determining the issue, the parties must have regard to the matters contained in the Background;

1.2.5 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;

1.2.6 words importing one gender include the other gender;

1.2.7 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity;

1.2.8 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2. OBJECTIVE OF THE COVENANT

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

3. THE OWNER'S OBLIGATIONS

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

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 the planting of any species of tree, shrub or other plant;

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, chemical spraying, top dressing or sowing of seed;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water;

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

4. THE MINISTER'S OBLIGATIONS

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

5. IMPLEMENTATION OF OBJECTIVES

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

6. DURATION OF COVENANT

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

7. OBLIGATIONS ON SALE 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 facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 1.
- 9.2 A notice given in accordance with clause 9.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of pre-paid post, on the third Working Day after posting;
 - (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.
- 9.3 The Owner must notify the Minister of any change of ownership or control of all or part of the Land and must supply the Minister with the name and address of the new owner or person in control.

10. DEFAULT

- 10.1 Where either the Minister or the Owner breaches any of the terms and conditions contained in this Covenant the other party:
- 10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and
 - 10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 10.2 Should either the Minister or the Owner become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 10.2.1 advise the defaulting party of the default.
 - 10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
 - 10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11. DISPUTE RESOLUTION PROCESSES

- 11.1 If any dispute arises between the Minister and the Owner in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.
- 11.2 **Mediation**
- 11.2.1 if the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
 - 11.2.2 if the parties do not agree on a mediator, the President of the local branch of the New Zealand Law Society in the region in which the Land is situated is to appoint the mediator.
 - 11.3.2 notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President of the local branch of the New Zealand Law Society in the region in which the Land is situated;

11.3 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 District Law Society in the region in which the Land is situated;
- 11.3.3 the parties further agree that the results of arbitration are to be binding upon the parties.

12. JOINT OBLIGATIONS

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

13. SPECIAL CONDITIONS

- 13.1 Special conditions relating to this Covenant are set out in Schedule 2.
- 13.2 The standard conditions contained in this Document must be read subject to any special conditions.

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

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

Witness: _____

Address : _____

Occupation: _____

SCHEDULE 1

1. Description of Land

Area shaded yellow and marked CCI on the Designations Plan

2. Address for Service¹

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

C/- PO Box 5244
DUNEDIN 9058

C/- 77 Stuart Street
DUNEDIN

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

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

Temple Peak Station
Glenorchy

Phone (03) 442 9909

Fax Nil

The term "Owner" does not include the Commissioner of Crown Lands.

3. Values of Land to be Protected

The upper Temple Faces support a more or less continuous cover of tall snow tussock. Narrow-leaved tussock dominates cover except on slopes above 1300-1400m where slim snow tussock becomes prevalent. Tussock cover is generally high at between 70- 90% except in some places at higher altitude where sheep have favoured. Many small shrubs, herbs, grasses and sedges occupy the inter-tussock spaces and places with shallow soils. Common shrubs and sub-shrubs include *Gaultheria novae-zelandiae*, *G. rubicola*, *Pimelea oreophila*, *Coprosma cheesemanii*, *C. niphophila*, *Hebe buchananii*, and *H. hectorii*. Common herbaceous plants include *Celmisia lyallii*, *Acaena saccaticupula*, *A. caesiiglauca*, *Anisotome flexuosus*, *Viola cunninghamii*, *Ranunculus gracilipes*, *Gentiana bellidioides*, *Leptinella pectinata*, *Wahlenbergia albomarginata*, *Euphrasia zelandica*, *Raoulia apicenigra*, *Poa colensoi*, *Rytidosperma pumila*, *Elymus solandri*, *Deyeuxia crinita*, *Uncinia divaricata*, *Lycopodium fastigiatum*, *Blechnum penna-marina*, and *Carex wakatipu*.

Some areas of regenerating shrubland are present, especially south of Davidsons Creek. Manuka comprises the dominant shrub species. Some slopes support patchy matagouri (*Discaria toumatou*). Often *Coprosma propinqua* and *C. rugosa* are prominent where the ground is damper. In damp shallow gullies, *Olearia bullata* forms groves along with a mixed shrubland of *Hebe rakaiensis*, *Olearia cymbifolia*, *Brachyglottis cassinioides*, *Dracophyllum longifolium*, *Coprosma* species and matagouri. Tutu (*Coriaria sarmentosa*) can be prominent on damp banks and *Dracophyllum uniflorum* occurs as scattered bushes.

Beech forest fills a series of gullies within the covenant area including Davidson's Creek. Red beech (*Nothofagus fusca*) is prominent on favourable sites but mountain beech (*Nothofagus solandri* var. *cliffortioides*) dominates. Other trees present include broadleaf (*Griselinia littoralis*), putaputaweta (*Carpodetus serratus*), makomako (*Aristotelia serrata*), glossy karamu (*Coprosma lucida*), *Coprosma rugosa*, *C. propinqua*, *C. ciliata* and *C. sp. "v"*, kohuhu (*Pittosporum tenuifolium*), mountain ribbonwood (*Hoheria glabrata*) and *Olearia arborescens*. Cabbage trees (*Cordyline australis*) are present along some edges and the hemi-parasitic mistletoe *Alepis flavida* is locally common on its mountain beech host.

¹ State street address not Post Office Box number.

SCHEDULE 2

Special Conditions

1. The Minister may at his own cost undertake wilding pine control operations on the Land but before doing so will give the Owner at least 48 hours notice of his intention to do so and will comply with any reasonable request relating to the wilding pine operation made of him by the Owner.
2. Notwithstanding clause 3.1.1, the Owner may graze the Land as follows:
 - a) sheep and cattle may be grazed on that part of the Land which lies to the south of Davidson's Creek. Stocking rates must be consistent with the objective set out in Clause 2 and protecting the Values described in Schedule 1.
 - b) only sheep may be grazed on that part of the Land which lies to the north of Davidson's Creek.
 - c) In any year no more than 400 sheep for five months may be grazed on that part of the Land north of Davidsons Creek depicted in Schedule 5 (shaded yellow), subject to this stocking rate being amended from time to time in accordance with the Monitoring Programme referred to in Schedule 3.
 - d) For that area which lies to the north of Davidsons Creek which is not depicted in Schedule 5 the number of sheep grazed must be consistent with the objective set out in Clause 2 and protecting the Values described in Schedule 1.
3. The Minister will monitor the effects of sheep grazing on that part of the Land depicted in Schedule 5 (shaded yellow). The monitoring programme is described in Schedule 3.
4. Sheep numbers over that area depicted in Schedule 5 will be reduced if vegetation condition thresholds outlined in Schedule 3, Clause 7 are breached.
5. Clause 3.1.4 is deleted and replaced with "Unless agreed in writing between the Parties the Owner must not carry out on or in relation to the Land the erection of any Fence, building, structure or other improvement for any purpose, excepting that a 7 wire fence may be erected at the Owners cost along the line marked [Q-R] on the plan attached as Schedule 4."
6. Notwithstanding clause 3.1.5, the Owner may chemically spray for control of exotic weeds and topdress with fertiliser grassed areas, which exclude beech forest and other areas dominated by native woody vegetation.
7. The Minister acknowledges that the Owner wishes to build a small hydro electric scheme (for domestic purposes only) and install a domestic water intake in the lower reaches of Davidson's Creek. Consent under this Covenant will not be unreasonably withheld provided that plans are supplied to the Minister and that he is satisfied that among other matters the facilities are of a small scale, sensitively sited and designed to create minimal impact on the Values. This clause does not imply consent under any other legislation.
8. The Minister acknowledges that the Owner wishes to erect a back country style hut on the Land. Consent under this Covenant will not be unreasonably withheld provided that plans are supplied to the Minister and that he is satisfied that among other matters the building is of a modest scale, sensitively sited and that the colour scheme and architectural design are compatible with a remote backcountry setting.
9. The Minister acknowledges that the Owner wishes to construct a four wheel drive track through that part of the Land which lies in the south and north branches of Davidsons Creek. Consent under this Covenant will not be unreasonably withheld provided that plans are supplied to the Minister and that he is satisfied that among other matters: vegetation removal and soil disturbance are kept to a minimum, earth works are carried out using a digger operated by a competent operator, the track is battered, a water table and frequent cut outs are constructed and the track does not exceed a width of 6 metres.

SCHEDULE 3

1. The Minister will establish two 50 m long vegetation monitoring transects on that part of the Land depicted in Schedule 5 (shaded yellow), in conjunction with a more extensive monitoring programme on adjoining conservation land, which is subject to a concession for sheep grazing for a term of up to 21 years (subject to monitoring results).
2. The transects will be established following registration of the Covenant with the assistance of the Owner. Transects will be sited in snow tussock grasslands above 1100 m.a.s.l where sheep are known to graze.
3. Detailed information will be gathered from the transects. Cover, frequency and biomass data will be recorded as well as a photographic record including photopoints and transect photos.
4. A 50cm by 50cm quadrat will be placed every two metres along each transect and the following information recorded:

Ground Cover

- Rock and Rubble
- Bare Ground
- Litter
- Dead Vegetation
- Live Vegetation

Cover Classes

Each species present in each quadrat is given a cover class between 1-6 where:

- 1 = <1%
- 2 = 1-5%
- 3 = 6-25%
- 4 = 26-50%
- 5 = 51-75%
- 6 = 76-100%

5. Species Present

All species found in each quadrat will be recorded as present. The frequency of occurrence is the % of quadrats in which the species is present.

Point Heights

Point heights of tussock species will be measured where present, every metre up the transects. This measure gives a measure of relative biomass.

Photos

On each transect, photos will be taken looking up and down the line. A series of general repeatable photo point sites will be established.

6. Transects will be re measured at a seven year interval following establishment. Information gathered will be used to determine whether the stock limit referred to in Schedule 2 – Clause 2 is achieving adequate protection of the Values.
7. The following thresholds, if breached, can be used as a trigger by the Minister to reduce the stock limit referred to in Schedule 2 Clause 2b):

The maximum stocking rate may be reduced by 10 percentage points from the base level under either of the following scenarios:

- estimated bare ground cover (including rock and rubble) increases by more than 5 percentage points when averaged across both transects
- estimated cover of combined snow tussock species (*Chionochloa* species) decreases by more than 5 percentage points when averaged across both transects

The maximum stocking rate may be reduced to 50% percentage points from the base level under either of the following scenarios:

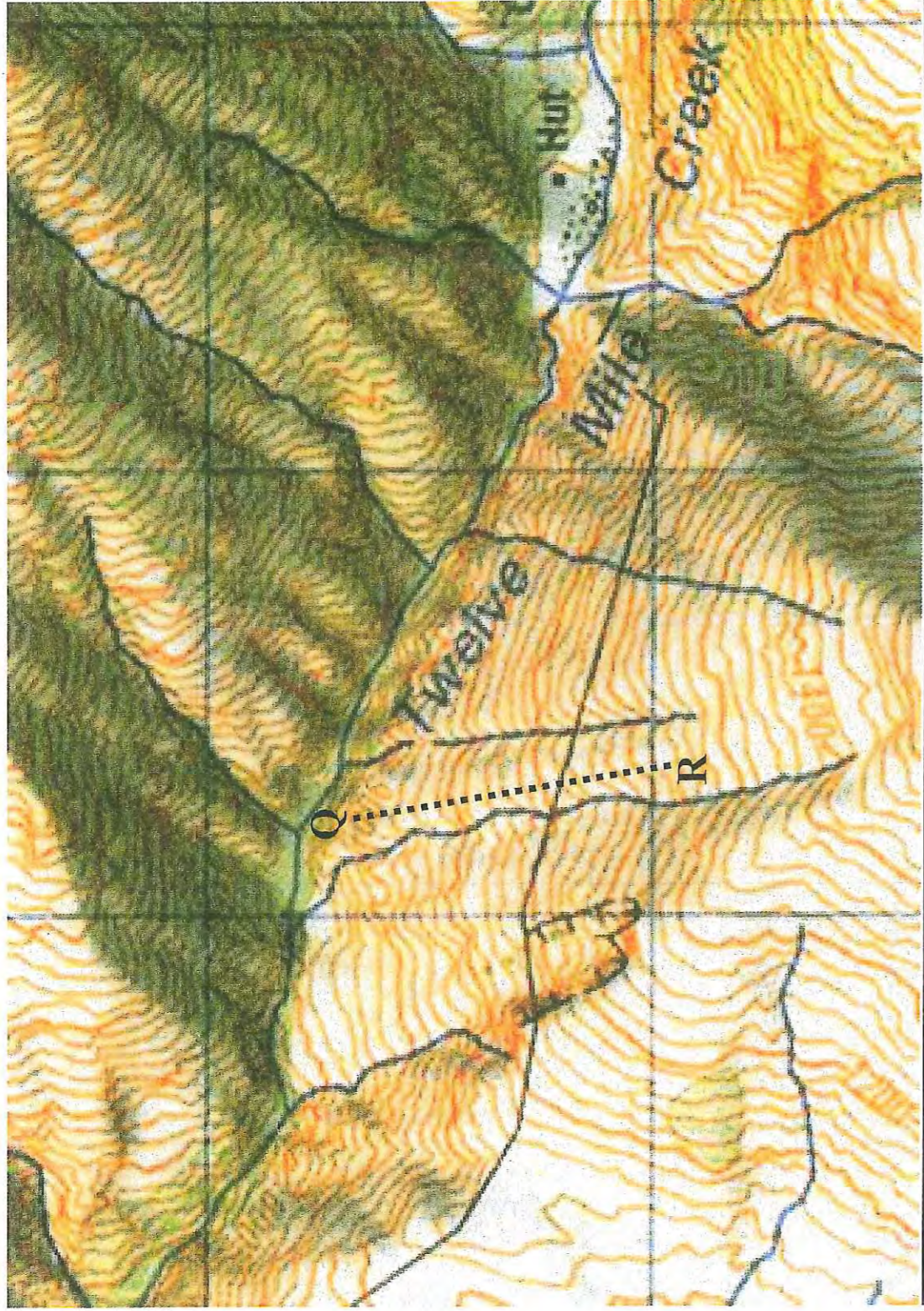
- estimated bare ground cover (including rock and rubble) increases by more than 10 percentage points when averaged across both transects.
- estimated cover of combined snow tussock species decreases by more than 10 percentage points when averaged across all transects

The maximum stocking rate may be reduced to zero under either of the following scenarios:

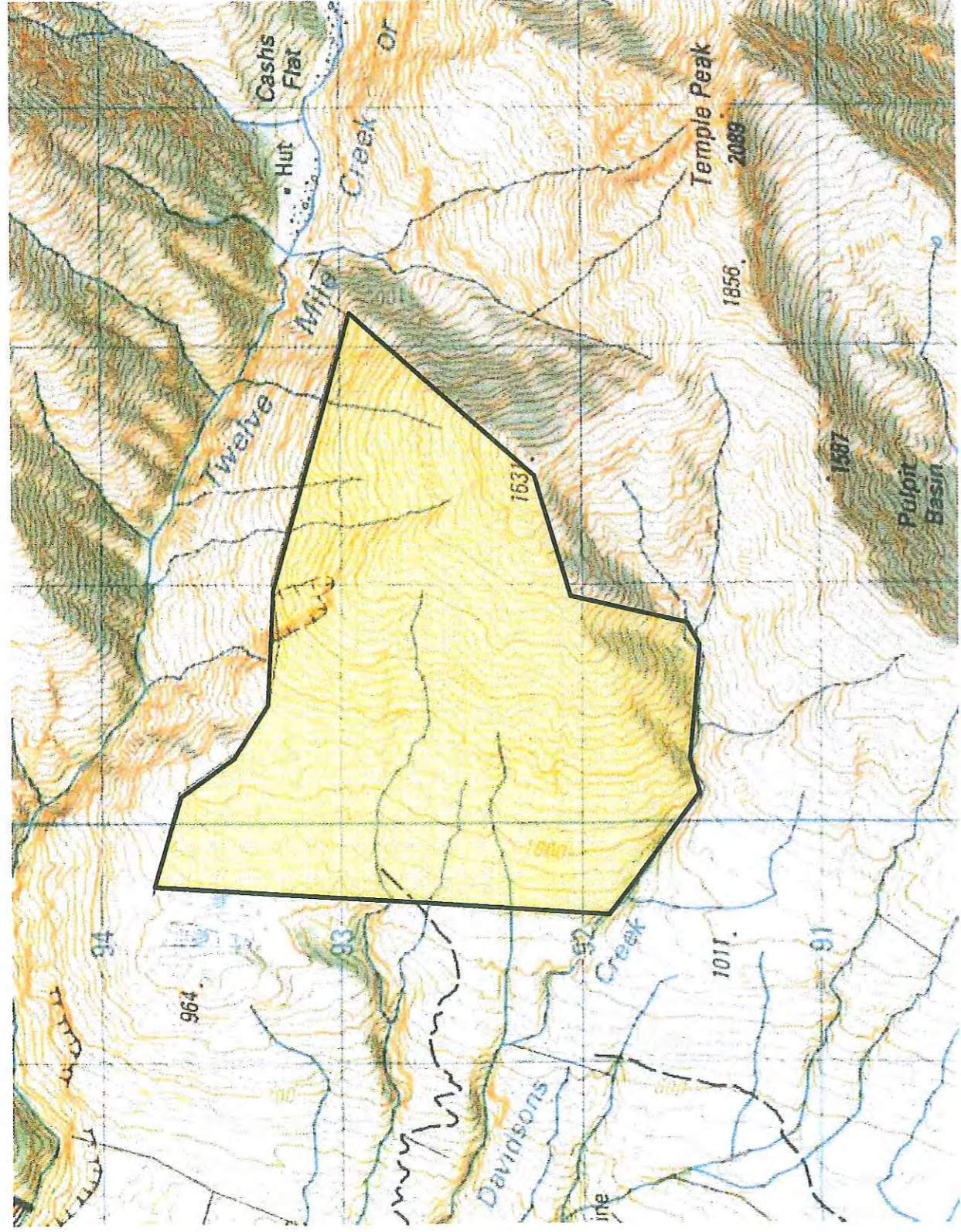
- estimated bare ground cover (including rock and rubble) increases by more than 15 percentage points when averaged across both transects
- estimated cover of combined tussock species decreases by more than 15 percentage points when averaged across both transects

Monitoring results will be discussed between the Minister and the Owner. The Minister may elect not to reduce stocking levels in the manner set out above, if in his/her opinion vegetation condition has fallen below identified thresholds for reasons other than grazing by sheep. Conversely there may be by mutual agreement, acceptance that changes in vegetation not identified as thresholds are undesirable and that maximum stocking rate should be reduced.

SCHEDULE 4



SCHEDULE 5



Area subject to stock limit referred to in Schedule 2 – Clause 2.

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

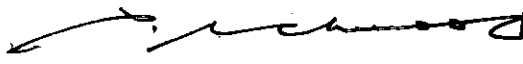
MINISTER OF CONSERVATION

Solicitor
Department of Conservation
DUNEDIN

Execution Section

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

SIGNED by Brian John Usherwood pursuant to a delegation from the Commissioner of Crown Lands pursuant to the Crown Pastoral Land Act 1998 in the presence of:



Anthony Hatch
Witness

Lawyer
Occupation

107 Wadestown Rd
Address Wellington 6012

SIGNED for and on behalf of Temple Peak Limited by two of its directors:

Amanda Hasselman
Amanda Patricia Mary Hasselman

Mark Hasselman
Mark Cornelis Hasselman