



**Land Information  
New Zealand**  
*Toitū te whenua*

## **Crown Pastoral Land Tenure Review**

**Lease name : THE GRAMPIANS**

**Lease number : PT 022**

### **Preliminary Proposal**

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

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

**March**

**15**

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

**Date:**

**Parties**

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**Holder:** Christopher Dan Williams and George Arthur Northcote as to a 1/3 share, William Peter Marshall Humphreys as to a 1/8 share, Frances Anne Smallbone as to a 1/96 share, Alastair Edwin Salmond as to a 1/96 share, Andrew Alister Buchanan and Christopher Dan Williams as to a 1/96 share as Executors, Andrew Norman Hope, John Murray Crotty and John Ormond Acland as to a 9/40 share, Andrew Norman Hope, John Ormond Acland and John Murray Crotty as to a 9/40 share, Construction Nominees Limited as to a 1/20 share, Christopher Dan Williams as to a 1/96 share.

The Grampians Station  
C/- Tripp Rolleston & Co.  
PO Box 27  
TIMARU

**Commissioner of Crown Lands:**

**C/- Crown Property**  
Private Bag 4721  
Christchurch  
Attention: Karyn Lee

**The Land**

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**Lease: The Grampians (Pt022)**

**Legal Description:** Run 252 and Part Run 253 Blocks XIII, XIV, XV & XVI Burke, Blocks I, II, III, IV, V, VI, VII, X, XI, XIV & XV Mackenzie and Blocks II & III Dalzell Survey Districts.

**Area:** 16057.0000 hectares more or less

**Certificate of Title/Unique Identifier:** CB529/50

**Summary of Designations**

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Under this Proposal, the Land is designated as follows:

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

## **1      The Plan**

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## **2 Conditions**

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

## **3 Settlement**

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

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

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

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

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

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

or

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

(i) has been agreed or determined; and

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

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## **4 Holder's Payment**

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

- 4.2 If the Holder fails to pay the Holder's Payment or any part of it or any other money to the Commissioner or to the duly appointed agent of the Commissioner on the Settlement Date clause 19 will apply.

## **5 Commissioner's Payment**

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

## **6 Vesting of Crown Land**

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

## **7 Issue of Certificate of Title**

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

## **8 Registration of Documents**

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

## **9 Consents**

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

- (b) consent required under the Overseas Investment Act 2005 and the Overseas Investment Regulations 2005.

- 9.4 The Holder will procure the Mortgagee to execute a registrable discharge of the Mortgage and, if required by the Mortgagee, the Holder will execute registrable new mortgage documents and forward these to the Commissioner to be registered as set out in clause 8.
- 9.5 If required by the Mortgagee, the Commissioner will provide an undertaking that, subject to the provisions of clause 7 being satisfied, the Commissioner will register the discharge of the Mortgage and register any new mortgage against the certificate of title for Freehold Land at the same time as the certificate of title for the Freehold Land issues.

## **10 Continuation of Lease**

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

## **11 Fencing and Construction Works**

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

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

## **12 Apportionments**

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

- 12.4 All rates, levies and all other incomings and outgoings and other charges receivable from or charged upon the Crown Land will be apportioned on the Settlement Date as at the Vesting Date and either deducted from or added to (as the case may be) the amount required to settle.
- 12.5 Following the date that a certificate of title issues for the Freehold Land, the Commissioner will undertake a final apportionment and either the Commissioner will pay to the Holder, or the Holder will pay to the Commissioner, any additional amounts due because of any payments made or received by one party on behalf of the other for the period from the Settlement Date to the date on which a new certificate of title issues for the Freehold Land.

### **13 Risk**

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

### **14 Survey**

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

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

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- 15.1 If the Holder accepts this Proposal and that acceptance takes effect under the Act, the Holder acknowledges that:
- (a) it is obtaining the freehold interest in the Freehold Land:
    - (i) "as is", solely in reliance on its own investigations and judgement; and
    - (ii) not in reliance on any representation or warranty made by the Commissioner, its employees, agents or any other person or persons directly or indirectly associated with the Commissioner;
  - (b) the Holder has carried out all inspections of the Freehold Land which the Holder considers necessary to satisfy itself as to all matters relating to the Freehold Land;
  - (c) the Holder, at its cost, is entirely responsible for all work to ensure that the Freehold Land complies with all applicable laws including (without limitation):
    - (i) the Resource Management Act 1991 and the Resource Management Amendment Act 2005; and
    - (ii) any rule in any plan, resource consent or other requirement issued under the Resource Management Act 1991, and
    - (iii) the Building Act 2004 and the Building Amendment Act 2009; and



the Holder hereby indemnifies and will indemnify the Commissioner against all losses, damages and expenses incurred by the Commissioner and against all claims made against the Commissioner in respect of any work or costs for which the Holder is liable under this clause 15;

- (d) nothing in this Proposal is affected by, and the Commissioner has no liability of any nature in respect of, the existence or terms of any leases, licences or other occupation rights of any nature (if any) granted by the Holder in respect of the Land; and
- (e) the Holder has no claim (and will not have any claim) whatsoever against the Crown and/or Commissioner in relation to the Tenure Review and/or this Proposal, including (without limitation) any claim for any misrepresentation or for any loss or damage suffered whether in contract, tort (including negligence) or otherwise.

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

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

## **17 Acceptance**

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

## **18 Solicitors Certificate**

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

## **19 Default**

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

## **20 Goods and Services Tax**

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- 20.1 Unless the context otherwise requires, words and phrases used in this clause have the same meaning as in the GST Act.

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

## **21 Lowest price**

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

**22 Costs**

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

**23 No nomination or assignment**

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

**24 Recreation Permit**

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

**25 Consents for Activities**

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

**26 General**

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- 26.1 This Proposal and the Notice:
- (a) constitute the entire understanding and agreement between the Commissioner, the Crown and the Holder in relation to the Tenure Review; and
  - (b) supersede and extinguish all prior agreements and understandings between the Crown, the Commissioner and the Holder relating to the Tenure Review.
- 26.2 Each provision of this Proposal will continue in full force and effect to the extent that it is not fully performed at the Settlement Date.
- 26.3 The Holder must comply with the Commissioner's requirements for the implementation and settlement of the Tenure Review contemplated by this Proposal.
- 26.4 The Commissioner and the Holder will sign and execute all deeds, agreements, schedules and other documents and do all acts and things as may be reasonably required by the other to effectively carry out and give effect to the terms and intentions of this Proposal.
- 26.5 This Proposal is governed by, and must be construed under, the laws of New Zealand and the Commissioner and the Holder irrevocably submit to the jurisdiction of the New Zealand courts or other New Zealand system of dispute resolution.
- 26.6 The illegality, invalidity or unenforceability of any provision in this Proposal will not affect the legality, validity or enforceability of any other provision.
- 26.7 In relation to notices and other communications under this Proposal:
- (a) each notice or other communication is to be in writing, and sent by facsimile, personal delivery or by post to the addressee at the facsimile number or address, and marked for the attention of the person or office holder (if any), from time to time designated for that purpose by the addressee to the other party. Other than the address to which the Holder is to send its acceptance of this Proposal (which the Commissioner will specifically notify the Holder of) the address, person or office holder (if any) for each party is shown on the front page of this Proposal;

- (b) no communication is to be effective until received. A communication will be deemed to be received by the addressee:
  - (i) in the case of a facsimile, on the working day on which it is despatched or, if despatched after 5.00 p.m. on a working day or, if despatched on a non-working day, on the next working day after the date of dispatch;
  - (ii) in the case of personal delivery (including, but not limited to, courier by a duly authorised agent of the person sending the communication), on the working day on which it is delivered, or if delivery is not made on a working day, on the next working day after the date of delivery; and
  - (iii) in the case of a letter, on the fifth working day after mailing (postage paid).

## 27 Interpretation

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### 27.1 Definitions

In this Proposal unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Works Consent** means any and all consents required under the Resource Management Act 1991 and the Resource Management Amendment Act 2005; and/or the Building Act 2004.

## 27.2 Construction of certain references

In this Proposal, unless inconsistent with the context:

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

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

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

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### **1 Details of Designation**

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- 1.1 Under this Proposal the land shown edged in pink on the Plan and marked "CA3", being 5 hectares (approximately) is designated as land to be restored to or retained in full Crown ownership and control as conservation area.
- 1.2 Under this Proposal the land shown edged in pink on the Plan and marked "CA5", being 825 hectares (approximately) is designated as land to be restored to or retained in full Crown ownership and control as conservation area

### **2 Schedule One Improvements**

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**Nil**

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

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### **1 Details of designation**

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Under this Proposal the land shown marked in pink on the Plan, being 3981 hectares (approximately) and labelled CA1, CA2, CA4, and CA6 is designated as land to be restored to or retained in Crown control as conservation area subject to:

- 1.1 the granting of the concession easements shown as solid blue lines and labelled b-c, c1-h1, t1-u1, x-y1, d-e, m-n, o-p, q-r on the Plan and substantially as set out in Appendix 4.

### **2 Information Concerning Proposed Concessions**

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#### **Concession easements**

#### 2.1 Description of the proposed activity:

Easement Concession for the adjoining landholder along four access routes for farm management purposes, and over four routes for the installation, maintenance and repair of water supply pipelines.

#### 2.2 Description of area where proposed activity is to be carried out and proposed status:

Eight easement areas are required as marked on the plan attached to the proposal.

Four easement areas are for farm management purposes and stock access over land proposed as conservation area.

- One easement area is located adjacent to the Hakataramea Pass Road immediately north of the Hakataramea Pass over a distance of approximately 1500m. This route secures access for driving stock along the edge of the conservation area adjacent to the main road through the Pass to move along a traditional access route from one area of proposed freehold land to another area of proposed freehold land which has been bisected by the conservation area.
- One easement area is located over an existing access route across Snow River just south of the Fett Stream junction. The easement runs across the conservation area encompassing Snow River for a distance of approximately 200m between two areas of proposed freehold land. The easement area secures access for farm management and stock movement purposes along a traditional access route that has been incorporated in the proposed conservation area.
- One easement area is located over an existing farm track over Grampian Mountains. This easement runs along the ridge of Grampian Mountains from south of Monkey Rock south to Black Rocks then follows a ridgeline to the northeast leading down to Hakataramea Pass Road covering a distance of approximately 7.4 kilometres. The easement provides for farm management access only between several areas of proposed freehold land that have had a traditional access route used in the farming operations encompassed by the proposed conservation area. Stock access is not a component of these easements.
- One easement area is located over an existing farm track and bridge over Grays River just south of the Mackenzie River junction. The easement runs west for a distance of approximately 500m before entering adjoining existing freehold land. The easement provides access for farm management and stock purposes along a traditionally used route that has become incorporated in the proposed conservation area.

Four easement areas extend across proposed conservation area between rivers and proposed freehold land to provide for the installation of water supply pipelines.

- Three of these routes run from the lower Snow River; two routes running south from the river to proposed freehold over a distance of approximately 200m and one route



- running north from the river to the proposed freehold over a distance of approximately 600m.
- The fourth route runs from Grays River east to the proposed freehold over a distance of approximately 200m.

2.3 Description of potential affects of proposed activity and any actions proposed to avoid, mitigate or remedy any adverse affect:

The easement concession routes for farm management and stock access purposes are over, or adjoining, existing formed access tracks which have traditionally been used in the management of the property. They are the most practical access routes across these areas of the property. Access will be confined to, or adjacent to, the existing access tracks where these activities have always taken place so affects will generally be limited and confined to the width of the easement areas.

The easement concessions for water supply pipelines will require initial establishment disturbance but will then be limited to repairs and maintenance.

Any effects will be mitigated by the terms of the concession including restrictions on earth disturbance, depositing of materials, lighting of fires and disturbance of waterways.

2.4 Details of the proposed type of concession:

An easement concession under S. 17Q (1) Conservation Act 1987.

2.5 Proposed duration of concession and reason for proposed duration:

Farm management and stock access easements:

The term is to be in perpetuity.

The farm management and stock access easement concession areas are essential to the running of the farming operation to enable the continuation of convenient access to areas of land suitable for freeholding that have had their traditional access routes encompassed into the proposed Conservation Areas. The period of the concession will allow surety for the ongoing operation of the farm. The easement areas required for the water supply pipelines are essential for providing water for the farming operation and will provide the assurance of a continual water supply.

Water supply easements:

The term is to be 60 years. This is the maximum term that can be granted for such concessions. The demand for the water supply is likely to exist in perpetuity.

2.6 Relevant information:

The lessees of The Grampians Pastoral Lease have entered into this review voluntarily. The proposed easement concession routes are essential for ongoing management of the farm and the effects on the area which the easement routes are to cross will be limited.

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

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

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- 1.1 Under this Proposal the land shown marked in green on the Plan, being 11246 hectares (approximately) is designated as land to be disposed of by freehold disposal to the Holder subject to:
- (a) Part IVA of the Conservation Act 1987;
  - (b) Section 11 of the Crown Minerals Act 1991;
  - (c) the easement marked with solid orange lines and labelled a-b, f-g, h-i, w-x, y-z, j1-k1-m1, k1-n1, p1-q1, r1-s1-v1, s1-w1, a1-b1-c1, b1-e1, f1-g1, h1-i1, s-t, u-v on the Plan and substantially as set out in Appendix 5;
  - (d) the conservation covenants for the purpose of preserving the natural environment, shown in yellow wash and labelled CC1a, CC1b, CC2, CC3, and CC4 on the Plan and substantially as set out in Appendix 6.
  - (e) the sustainable management covenants shown in light brown wash and labelled SMC on the Plan and substantially as set out in Appendix 7.
- 1.2 It should be noted that in order to utilise any water source a Holder or third party may need to arrange for a water permit and/or an easement to transport the water over someone else's land.

#### **Schedule Four: Conditions**

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- 1 The Commissioner is under no obligation, and may decide, in its sole discretion, not to proceed further with the Tenure Review unless and until:
  - (a) the Commissioner considers that sufficient funds will be obtained in order to complete the Tenure Review;
  - (b) the Director General of Conservation has completed all actions required under Part IVA of the Conservation Act 1987;
  - (c) the Commissioner has reviewed, and is satisfied, in its sole discretion that the concessions referred to in Appendix 4 is in an acceptable form, has been executed, consented by the necessary parties and has been registered against the Lease.
  - (d) the Commissioner has reviewed, and is satisfied, in its sole discretion that the easement referred to in Appendix 5 is in an acceptable form, has been executed, consented by the necessary parties and has been registered against the Lease.
  - (e) the Commissioner has reviewed, and is satisfied, in its sole discretion that the covenant referred to in Appendix 6 is in an acceptable form, has been executed, consented by the necessary parties and has been registered against the Lease.
  - (f) the Commissioner has reviewed, and is satisfied, in its sole discretion that the sustainable management covenant referred to in Appendix 7 is in an acceptable form, has been executed, consented by the necessary parties and has been registered against the Lease.

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

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

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

Dated:

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

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

Witness Name:

Occupation:

Address:

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

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

Dated:

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

---

Witness Signature:

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Witness Name:

Occupation:

Address:

## Appendix 2: Example of Solicitors Certificate

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### Certifications

I [ ] hereby certify as follows:

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

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

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

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

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

Yours faithfully

[signed by principal of law firm]

### Appendix 3: Indicative Fencing and Construction Requirements

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- Type: (a) Seven wire sheep/cattle fence  
 (b) Sheep/cattle fence upgrade  
 (c) Rabbit proof fence upgrade

#### Specifications for (a) Seven wire sheep/cattle fence:

---

Length and location:	A-B-C	800 m
	D-E	700 m
	G-H	200 m
	I-J	1800 m
	T-U	4600 m
	V-W	3100 m
	X-Y	4600 m
	K-L-M-K	1500 m
	A1-B1-C1-D1	7000 m
	N-O & P-Q	800 m

**Total Length:** approximately 25.1 km

**Type:** Standard 7 wire sheep/cattle fences

#### Specifications:

- Fence to be constructed of five HT (2.4mm) wires with a bottom No 8 wire and a top wire barbed, located on the lines shown on the plan, subject to further consultation.
- 4.2 metre heavy duty farm gates to be erected at locations to be specified.
- 2.1 metre treated timber strainers with treated stays to be used for gateways and ends of strains.
- Chain and clips to be used to support wires on sections of the fencelines that are snow prone.
- 1.8 metre x 100-125mm treated timber posts to be used where required.
- All strainers, angle posts and dip posts to be driven or dug in and rammed and footed with acceptable footing material. No8 or 9 wires to be used on foots. All dips and hollows to be tied down.
- T-irons may be used with crossbar instead of posts on high spots and on corners, with tie-backs.
- Netting to be hung on creek crossings and left to swing.
- All strainers and angles to be mortised stayed and blocked. Stays to be one-third of the way up posts.
- Tie-backs are permitted on both sides of the fence.
- All wires are to be securely and neatly tied off and strained evenly. Bottom wire to be kept 15 cm off the ground. The line to be cleared manually where required.
- Post staples (barbed) to be driven well in but allow the wire to run through.
- Strains not to exceed 400 metres on easy country for HT wire and 250 metres for No8 wire.
- Posts to be driven or dug in to such a depth that 112cm (44") remains out of the ground.
- Strainers and angle posts to be dug in to such a depth that 117cm (46") remains out of the ground.
- Under no circumstances are any strainers, post or stays to be shortened either prior to or subsequent to their placement in the ground.
- Six steel Y posts per 20 metres to be used. Y posts to be mostly 1.8m long with 1.65m standards allowed on rocky ground.
- Permanent strainers to be used on all strains.
- 4mm galvanised spring wire droppers to be used where required on either side of gateways.

### **Specifications for sheep/cattle fence upgrade (b):**

---

**Length and location:** E-F 2300m (approximately)

#### **Specifications**

The existing fence to be inspected and upgraded as a 7 wire sheep/cattle fence to an equivalent standard to the 7 wire sheep/beef fence specified above.

### **Specifications for (c) Rabbit proof fencing upgrade:**

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**Length and location:** K-L-M-K 1500 m (at expense of Department of Conservation)  
A1-B1-C1-D1 7000 m (at expense of Holder)

**Total Length:** approximately 8.5 km

**Type:** Upgrade of new or existing fencing to rabbit proof specification.

#### **Specifications:**

The following additional specifications will apply:

- Rabbit proof netting to be added to the fence.
- Netting to be rocked or buried at least 20 cm.
- Netting to be fixed to wires by clips not more than 40cm apart.
- Netting to be flush with the second top wire.
- Netting to be clipped on either side of any post or Y post.

### **Earthworks and vegetation clearance**

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Lines must be cleared manually as required, except that a mulcher may be used where necessary.

If in the course of fencing work it is considered that a specific section of line should be cleared using machinery except as outlined above, then a separate consent from LINZ will be required prior to any work being undertaken. Such consent is to be sought by LINZ's implementation contractor and approval will require an undertaking of:

- Minimal vegetation disturbance
- Not to cause slope instability
- Not to cause erosion or siltation

Should any earthworks or vegetation clearance require a consent under the Resource Management Act 1991 from ECAN and/or the Mackenzie District Council then this must be obtained before work commences.





**Appendix 4: Form of Concession Easements to be Created**

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Concession number: \_\_\_\_\_

DATED \_\_\_\_\_

Between

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

and

**CHRISTOPHER DAN WILLIAMS and GEORGE ARTHUR NORTHCOTE (as to 1/3 share),  
WILLIAM PETER MARSHALL HUMPHREYS (as to a 1/8 share),  
FRANCES ANNE SMALLBONE (as to a 1/96 share),  
ALASTAIR EDWIN SALMOND (as to a 1/96 share),  
ANDREW ALISTER BUCHANAN and CHRISTOPHER DAN WILLIAMS (as to a 1/96 share as Executors)  
ANDREW NORMAN HOPE, JOHN MURRAY CROTTY and JOHN ORMOND ACLAND (as to a 9/40  
share),  
ANDREW NORMAN HOPE, JOHN ORMOND ACLAND and JOHN MURRAY CROTTY (as to a 9/40  
share),  
CONSTRUCTION NOMINEES LIMITED (as to a 1/20 share),  
CHRISTOPHER DAN WILLIAMS (as to a 1/96 share).**

**("the Concessionaire")**

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



**Department of Conservation  
*Te Papa Atawhai***

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THIS DOCUMENT is made this            day of            20

**PARTIES:**

1.        **MINISTER OF CONSERVATION, ("the Grantor")**
  
2.        **CHRISTOPHER DAN WILLIAMS and GEORGE ARTHUR NORTHCOTE (as to 1/3 share),  
WILLIAM PETER MARSHALL HUMPHREYS (as to a 1/8 share),  
FRANCES ANNE SMALLBONE (as to a 1/96 share),  
ALASTAIR EDWIN SALMOND (as to a 1/96 share),  
ANDREW ALISTER BUCHANAN and CHRISTOPHER DAN WILLIAMS (as to a 1/96 share as  
Executors)  
ANDREW NORMAN HOPE, JOHN MURRAY CROTTY and JOHN ORMOND ACLAND (as to a  
9/40 share),  
ANDREW NORMAN HOPE, JOHN ORMOND ACLAND and JOHN MURRAY CROTTY (as to a  
9/40 share),  
CONSTRUCTION NOMINEES LIMITED (as to a 1/20 share),  
CHRISTOPHER DAN WILLIAMS (as to a 1/96 share).  
("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.

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**“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.

**“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 section 66 of the Crown Pastoral Land Act 1998 the Grantor **GRANTS** to the Concessionaire an **EASEMENT APPURTENANT** to the Dominant Land under either section 17Q(1) of the Conservation Act 1987 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.

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## **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 New Zealand Law Society 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 New Zealand Law Society 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, by facsimile or by email addressed to the receiving party at the address or facsimile number 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 facsimile or 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.

- 7 -

**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 :**

---

**Christopher Dan Williams**  
as Concessionaire  
in the presence of :

---

Witness :  
Occupation :  
Address :

**Signed by :**

---

**George Arthur Northcote**  
as Concessionaire  
in the presence of :

---

Witness :  
Occupation :  
Address :

- 8 -

**Signed by :**

---

**William Peter Marshall Humphreys**  
as Concessionaire  
in the presence of :

---

Witness :  
Occupation :  
Address :

**Signed by :**

---

**Frances Anne Smallbone**  
as Concessionaire  
in the presence of :

---

Witness :  
Occupation :  
Address :

**Signed by :**

---

**Alastair Edwin Salmond**  
as Concessionaire  
in the presence of :

---

Witness :  
Occupation :  
Address :

- 9 -

**Signed by :**

---

**Andrew Alister Buchanan as Executor**  
as Concessionaire  
in the presence of :

---

Witness :  
Occupation :  
Address :

**Signed by :**

---

**Christopher Dan Williams as Executor**  
as Concessionaire  
in the presence of :

---

Witness :  
Occupation :  
Address :

**Signed by :**

---

**Andrew Norman Hope**  
as Concessionaire  
in the presence of :

---

Witness :  
Occupation :  
Address :

- 10 -

**Signed by :**

---

**John Murray Crotty**  
as Concessionaire  
in the presence of :

---

Witness :  
Occupation :  
Address :

**Signed by :**

---

**John Ormond Acland**  
as Concessionaire  
in the presence of :

---

Witness :  
Occupation :  
Address :

**Signed by :**

---

**CONSTRUCTION NOMINEES LIMITED** by  
its sole director **Robert John Smallbone**  
as Concessionaire  
in the presence of :

---

Witness :  
Occupation :  
Address :

## SCHEDULE 1

1. **Servient Land:** The land described as being part of \_\_\_\_\_ being Conservation Land situated in the Canterbury Land District and designated as Conservation Area on the Grampian Mountains and adjoining Mackenzie Basin being labelled CA1, CA2, CA4 and CA6 and outlined 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 \_\_\_\_\_ situated in Blocks XIII, XIV, XV and XVI Burke, and Blocks I, II, III, IV, V, VI, VII, X, XI, XIV and XV Mackenzie and Blocks II and III Dalzell Survey Districts and described in Certificate of Title CB \_\_\_\_\_ (Canterbury Registry).  
(see definition of Dominant Land in clause 1.1)
3. **Easement Area:** That part of the land labelled “d-e”, “m-n”, “o-p”, “q-r”, “b-c”, c1-h1”, “t1-u1”, and “x-y1” shown as a blue line on the plan attached to the Proposal and in respects of “b-c”, “c1-h1”, “t1-u1”, and “x-y1” having a width of 20 metres and in respects of “d-e”, “m-n”, “o-p” and “q-r” having a width of 5 metres.  
(see definition of Easement Area in clause 1.1)
4. **Concession Activity:** The Concessionaire has 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 at all times by day and by night to go 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, farm dogs and guns over and along;
  - easement area “d-e”, “m-n”, “o-p”, “q-r”, “b-c”, c1-h1”, “t1-u1”, and “x-y1”,
  - in respect of easement area “b-c”, “t1-u1” and “x-y1” the right to also pass and repass with or without farm stock,
  - in respect of easement area “d-e”, “m-n”, “o-p” and “q-r” the right to convey water and for that purpose also install, maintain and repair water supply pipelines.
 .  
(see definition of Concession Activity in clause 1.1.)
5. **Term:**  
**Easement Areas “d-e”, “m-n”, “o-p”, “q-r”, “b-c”, c1-h1”, “t1-u1” and “x-y1” – right of way.**  
 The concession is granted in perpetuity commencing on the date that an approved plan is registered vesting the Land in the Crown as a conservation area pursuant to section 65 of the Crown Pastoral Land Act 1998.  
  
**Easement Areas “d-e”, “m-n”, “o-p” and “q-r” – right to convey water**  
 The concession is granted for a term of sixty (60) years commencing on the date that an approved plan is registered vesting the Land in the Crown as a conservation area pursuant to section 65 of the Crown Pastoral Land Act 1998 and expiring on the sixtieth (60<sup>th</sup>) 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.  
 (payable on date of execution of this Document)  
 (see clause 4.1)
7. **Public Liability General Indemnity Cover:**  
 for \$1,000,000  
 (see clause 12.3)
8. **Public Liability Forest & Rural Fire Act Extension:**  
 for \$1,000,000  
 (see clause 12.3)

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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 facsimile number):** *(see clause 15)*
- (a)Grantor
- Conservator  
Department of Conservation  
70 Moorhouse Avenue  
Private Bag 4715  
**CHRISTCHURCH**  
PH: (03) 371 3700  
Fax: (03) 365 1388  
Email:canterburyco@doc.govt.nz
- (b)Concessionaire
- The Grampians Station  
C/- Tripp Rolleston & Co  
PO Box 27  
**TIMARU**  
PH: (03)  
Fax: (03)  
**Email:**  
Farm Manager: Guy King  
PH: (03) 680 6618  
Fax: (03) 680 6617  
Email: guyking@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 under this Concession the Concessionaire shall take all reasonable care to avoid damage to the soil and vegetation of the land and in particular will avoid using the Easement Area 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 persons 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 Easement to be Created**

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

DOCDM-165919 – The Grampians – January 2013

## **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**  
RELEASED UNDER THE OFFICIAL INFORMATION ACT  
**Land Transfer Act 1952**

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

Land Registration District

Canterbury

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	<div style="display: flex; justify-content: space-between;"><div>Signed in my presence by the Grantor Signature of Witness</div><div>(continued on page 4 of Annexure Schedule)</div></div> <div style="margin-top: 10px;">Witness to complete in <b>BLOCK</b> letters (unless typewritten or legibly stamped)</div> <div>Witness name</div> <div>Occupation</div> <div>Address</div>
Signature, or common seal of Grantor	

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply  
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and cheque Duties Act 1971.  
(DELETE INAPPLICABLE CERTIFICATE)

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 "Parking Area" means that part of the Easement Area being 20 metres by 20 metres square marked Parking Area.
  - 1.3 "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.
  - 1.4 "Servient Land" means the land owned by the Grantor and described on page 1.
  - 1.5 "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 clauses 2.1, 2.2 and 2.3 only, includes any member of the public.
  - 1.6 "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 over and along the Easement Area "a-b", "f-g", "h-i", "w-x", "y-z", "j1-k1-m1", "k1-n1", "p1-q1", "r1-s1-v1", "s1-w1", "a1-b1-c1", "b1-e1", "f1-g1" and "h1-i1" on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons subject to Special Easement Terms clause 13.
  - 2.2 To pass and re-pass at any time over and along the Easement Area "a1-b1-c1", "b1-e1", "f1-g1" and "h1-i1" by off road motor vehicle subject to Special Easement Terms clause 12.
  - 2.3 To use, stop and park any motor vehicle on the Parking Area at point "a", "f", "h", "a1", "w", "i1", "j1", "p1" and "r1" only.
  - 2.4 To pass and re-pass at any time over and along the Easement Area "a-b", "f-g", "h-i", "w-x", "y-z", "j1-k1-m1", "k1-n1", "p1-q1", "r1-s1-v1", "s1-w1", "a1-b1-c1", "b1-e1", "f1-g1", "h1-i1", "s-t" and "u-v" 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, for Management Purposes.

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

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

**Annexure Schedule**

Insert below

**"Mortgage", "Transfer", "Lease", etc**

Dated

Page

of

Pages

3. The Grantor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Grantor.

Exclusion of Schedules

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

Term

5. The easement 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 for such period as she/he considers necessary.

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; or
  - (c) be sent by facsimile to the receiving party; or
  - (d) be sent by email to the receiving party.

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

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) or 8.1(d) applies the notice will be deemed to have been received on the day on which it is dispatched if that day is a working day or, if dispatched after 5.00pm or not on a working day, on the next working day after the date of dispatch.

**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 to 2.4

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 Where the Grantor erects fences across the Easement Area the Grantor must install gates no less than 1 metre in width for Easement Areas with horse access and no less than 3.6m in width for Easement Areas with public vehicle access and keep gates unlocked at all times unless otherwise agreed with the Grantee.

12 Notwithstanding the provisions of clause 2.2, Easement Areas "a1-b1-c1", "b1-e1", "f1-g1" and "h1-i1" are closed to public motor vehicle access from 1<sup>st</sup> May to 15<sup>th</sup> December each year for safety management purposes. The Grantor may permit public off road motor vehicle access during this closed period at the discretion of the Grantor and such permission shall not be unreasonably withheld.

13 No dogs are permitted on Easement Areas "j1-k1-m1" and "k1-n1" at all.

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

**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.

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 70 Moorhouse Avenue Christchurch

Auckland District Law Society  
REF:4135

<p><b>This page is for Land Registry Office use only.</b> (except for "Law Firm Acting")</p>
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**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 grant to the Minister or authorised agent of the Minister or any employee or contractor of the Director-General, a right of access on and to the Land, with or without motor vehicles, machinery, and implements of any kind, for purposes associated with the management of this Covenant
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, rebuild or replace all such Fences when reasonably required except as provided in clause 4.2.

#### **4. THE MINISTER'S OBLIGATIONS**

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

#### **5. IMPLEMENTATION OF OBJECTIVES**

- 5.1 The Minister may;
  - 5.1.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1;
  - 5.1.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the 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, or by e-mail addressed to the receiving party at the address or facsimile number 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 facsimile, on the day on which it is dispatched if that is a Working Day or, if it is dispatched after 5.00pm or it is not a Working Day, on the next Working Day after the date of dispatch.
  - (d) in the case of email, on the day on which it is dispatched if that is a Working Day or, if it is dispatched after 5.00pm or it is not a Working Day, 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 Covenant must be read subject to any special conditions.

Executed as a Deed

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

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

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

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

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

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_



## SCHEDULE 1

## 1. Description of Land

**CC1a – Northern Grampian Mountains Prostrate Kowhai Shrublands.**

All that piece of land containing 650 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC1a being part of \_\_\_\_\_ situated in Blocks XIII, XIV, XV and XVI Burke, and Blocks I, II, III, IV, V, VI, VII, X, XI, XIV and XV Mackenzie and Blocks II and III Dalzell Survey Districts described in Certificate of Title CB \_\_\_\_\_ (Canterbury Survey District).

**CC1b – Northern Grampian Mountains Prostrate Kowhai Shrublands.**

All that piece of land containing 20 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC1b being part of \_\_\_\_\_ situated in Blocks XIII, XIV, XV and XVI Burke, and Blocks I, II, III, IV, V, VI, VII, X, XI, XIV and XV Mackenzie and Blocks II and III Dalzell Survey Districts described in Certificate of Title CB \_\_\_\_\_ (Canterbury Survey District).

**CC2 – Mackenzie Pass Faces.**

All that piece of land containing 515 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC2 being part of \_\_\_\_\_ situated in Blocks XIII, XIV, XV and XVI Burke, and Blocks I, II, III, IV, V, VI, VII, X, XI, XIV and XV Mackenzie and Blocks II and III Dalzell Survey Districts described in Certificate of Title CB \_\_\_\_\_ (Canterbury Survey District).

**CC3 – Spring Annuals at Stock Holding Pen.**

All that piece of land containing 1 hectare approximately shown shaded yellow on the plan attached to the Proposal and labelled CC3 being part of \_\_\_\_\_ situated in Blocks XIII, XIV, XV and XVI Burke, and Blocks I, II, III, IV, V, VI, VII, X, XI, XIV and XV Mackenzie and Blocks II and III Dalzell Survey Districts described in Certificate of Title CB \_\_\_\_\_ (Canterbury Survey District).

**CC4 – Grampian Stream Shrublands.**

All that piece of land containing 90 hectare approximately shown shaded yellow on the plan attached to the Proposal and labelled CC4 being part of \_\_\_\_\_ situated in Blocks XIII, XIV, XV and XVI Burke, and Blocks I, II, III, IV, V, VI, VII, X, XI, XIV and XV Mackenzie and Blocks II and III Dalzell Survey Districts described in Certificate of Title CB \_\_\_\_\_ (Canterbury Survey District).

## 2. Values of Land to be Preserved.

**CC1a and CC1b - Northern Grampian Mountains Prostrate Kowhai Shrublands.**

- The areas support the threatened plant species *Carmichaelia crassicaule* (coral broom, ranked At Risk: Declining).
- The areas support extensive populations of prostrate kowhai which are regionally uncommon. The size and extent of the communities is particularly distinctive.

**CC2 – Mackenzie Pass Faces.**

- The area supports the threatened plant species *Raoulia monroi* (At Risk: Declining) and *Carmichaelia crassicaule* (At Risk: Declining)
- The area supports the threatened bird species New Zealand falcon (ranked Threatened: Nationally vulnerable) and black shag (At Risk: Naturally Uncommon).
- The area supports a diverse range of lizard species (common skink, McCanns skink and Southern Alps gecko) and associated feeding and breeding habitat.
- The area supports populations of prostrate kowhai which is regionally uncommon.
- The area supports a diverse range of indigenous plant communities and habitats including shrubland, tussockland, rockland and herffield communities.
- The association of the mountain slopes forming part of the spectacular landscape vista gained travelling through Mackenzie Pass into the Mackenzie Basin are an important landscape feature of the area.

**CC3– Spring Annuals at Stock Holding Pen.**

- The area supports a significant population of the threatened plant species *Ceratocephala pungens* (ranked Threatened: Nationally critical).

**CC4 – Grampian Stream Shrublands.**

- The area supports the threatened plant species *Coprosma intertexta* (ranked At Risk: Relict).
- The area supports the threatened bird species black shag (At Risk: Naturally Uncommon).
- The area supports the indigenous lizard species McCann's skink and common skink.
- The area supports dense shrubland populations of matagouri and includes *Olearia odorata* and *Olearia bullata*, all representative of the original shrubland vegetation.
- The area supports floodplain wetland communities which are a nationally threatened ecosystem type.
- The area contains part of a chronically threatened LENZ environment with indigenous vegetation characteristic of the original vegetation.

**3. Address for Service**

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

Minister of Conservation  
C/- Conservator  
Department of Conservation  
70 Moorhouse Avenue  
Private Bag 4715  
**CHRISTCHURCH**  
Ph: 03 371-3700  
Fax: 03 365-1388  
Email: canterburyco@doc.govt.nz

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

The Grampians Station  
c/o Tripp Rolleston & Co  
PO Box 27  
**TIMARU**  
PH: (03) 6843079  
Fax: (03) 6884983  
Email: admin@tripproleston.co.nz  
Farm Manager: Guy King  
PH: (03) 680 6618  
Fax: (03) 680 6617

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

Notwithstanding the provisions of clause 3.1 the following shall apply;

**Special Conditions applying only to Covenant Area CC1a – Northern Grampian Mountains Prostrate Kowhai Shrublands.**

- 1 The covenant area is to remain unfenced.
- 2 Stock may graze the covenant area at any time.
- 3 Oversowing and topdressing of the covenant area is permitted except for a 20 metre margin adjoining any waterways.
- 4 The landholder will permit Department of Conservation staff and their contractors entry upon the land at all times.
- 5 The landholder may maintain 20m wide stock access routes with the use of spraying. Stock access routes are to maximise existing clear spaces and follow the natural gradient of the land at a gradient that stock might use. Routes are confined to the areas indicated on the map in Schedule 3.
- 6 The landholder may do routine maintenance within the existing alignment of all existing tracks within the covenant area. Any maintenance undertaken outside the existing alignment or further upgrading of tracks requires the prior written consent of the Minister.
- 7 The Minister may design and undertake a monitoring programme for the Land:
  - (a) to ensure that the ecological integrity of the area is maintained .
  - (b) to enable the monitoring of any effects on the vegetation cover and conditions, faunal values and any other conservation values on the Land.
- 8 The monitoring programme will be reviewed at regular intervals. If in the opinion of the Minister there is a deterioration in the condition and extent of the ecological condition, the agreement of the Owner may be sought to fence the Land and/or alter stock grazing management. The Minister and the Owner shall act in good faith in protection of the values on the Land but if agreement cannot be reached clause 11 (Disputes Resolution Process) shall take effect.

**Special Conditions applying only to Covenant Area CC1b – Northern Grampian Mountains Prostrate Kowhai Shrublands.**

- 9 The covenant area is to be fenced by Land Information New Zealand with rabbit proof netting installed by the Department of Conservation.
- 10 No stock is permitted in the covenant area.
- 11 The landholder will permit Department of Conservation staff and their contractors entry upon and at all times.
- 12 The Minister may design and undertake a monitoring programme for the Land:
  - (a) to ensure that the ecological integrity of the area is maintained .
  - (b) to enable the monitoring of any effects on the vegetation cover and conditions, faunal values and any other conservation values on the Land.
- 13 The monitoring programme will be reviewed at regular intervals. If in the opinion of the Minister there is a deterioration in the condition and extent of the ecological condition, the agreement of the Owner may be sought to fence the Land and/or alter stock grazing management. The Minister and the Owner shall act in good faith in protection of the values on the Land but if agreement cannot be reached clause 11 (Disputes Resolution Process) shall take effect.

**Special Conditions applying only to Covenant Area CC2 – Mackenzie Pass Faces.**

- 14 The covenant area is to remain unfenced.
- 15 Stock may graze the covenant area at any time.
- 16 Oversowing and topdressing of the covenant area is permitted except for a 20 metre margin adjoining any waterways.
- 17 The landholder will permit Department of Conservation staff and their contractors entry upon the land at all times.
- 18 The landholder may maintain 20m wide stock access routes with the use of spraying. Stock access routes are to maximise existing clear spaces and follow the natural gradient of the land at a gradient that stock might use. Routes are confined to the areas indicated on the map in Schedule 3.
- 19 The landholder may do routine maintenance within the existing alignment of all existing tracks within the covenant area. Any maintenance undertaken outside the existing alignment or further upgrading of tracks requires the prior written consent of the Minister.

- 20 The Minister may design and undertake a monitoring programme for the Land:
  - (a) to ensure that the ecological integrity of the area is maintained .
  - (b) to enable the monitoring of any effects on the vegetation cover and conditions, faunal values and any other conservation values on the Land.
- 21 The monitoring programme will be reviewed at regular intervals. If in the opinion of the Minister there is a deterioration in the condition and extent of the ecological condition, the agreement of the Owner may be sought to fence the Land and/or alter stock grazing management. The Minister and the Owner shall act in good faith in protection of the values on the Land but if agreement cannot be reached clause 11 (Disputes Resolution Process) shall take effect.

**Special Conditions applying only to Covenant Area CC3 – Spring Annuals at Stock Holding Pen.**

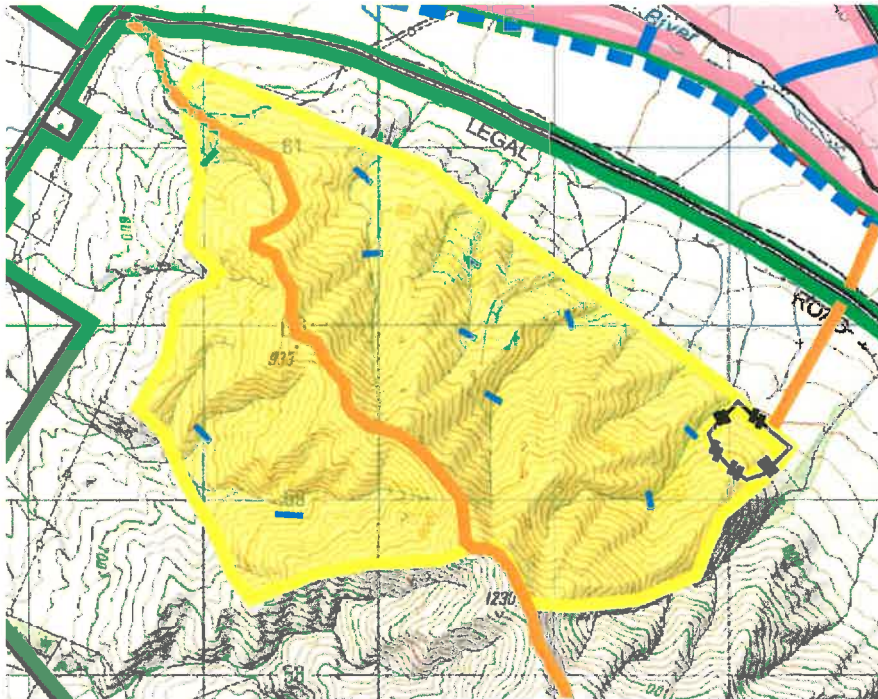
- 22 The covenant area is to remain fenced.
- 23 Stock may graze the covenant area at any time
- 24 The Minister may design and undertake a monitoring programme:
  - (a) to ensure that the ecological integrity of the threatened plant species *Ceratocephala punge* is maintained.
  - (b) To enable the monitoring of any effects on the *Ceratocephala punge* populations and any other conservation values in the covenant area.
  - (c) To enable scientific research and monitoring on the *Ceratocephala punge* populations.
- 25 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 the species in the covenant area the Minister reserves the right to take any necessary steps to further protect the species including fencing areas of the covenant area and adjusting stock access periods. The Minister will liaise with the land holder in implementing these measures.
- 26 The landholder will permit Department of Conservation staff and their contractors entry upon the land at all times.

**Special Conditions applying only to Covenant Area CC4 – Grampian Stream Shrublands.**

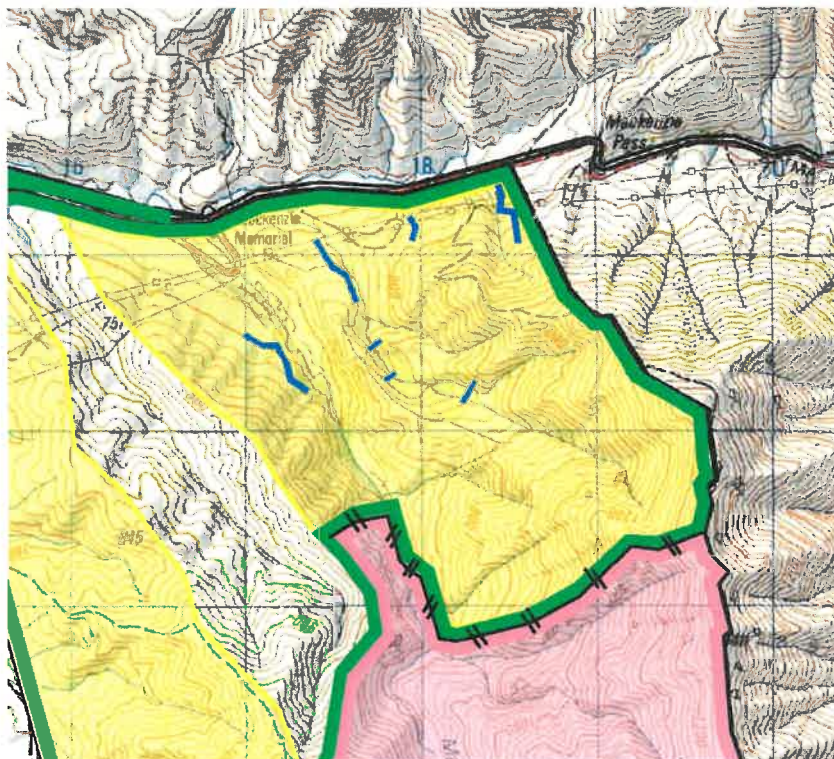
- 27 The covenant area is to remain unfenced.
- 28 Stock may graze the covenant area at any time.
- 29 The landholder will permit Department of Conservation staff and their contractors entry upon the land at all times.
- 30 The landholder may do routine maintenance within the existing alignment of all existing tracks within the covenant area. Any maintenance undertaken outside the existing alignment or further upgrading of tracks requires the prior written consent of the Minister.
- 31 The Minister may design and undertake a monitoring programme for the Land:
  - (a) to ensure that the ecological integrity of the area is maintained .
  - (b) to enable the monitoring of any effects on the vegetation cover and conditions, faunal values and any other conservation values on the Land.
- 32 The monitoring programme will be reviewed at regular intervals. If in the opinion of the Minister there is a deterioration in the condition and extent of the ecological condition, the agreement of the Owner may be sought to fence the Land and/or alter stock grazing management. The Minister and the Owner shall act in good faith in protection of the values on the Land but if agreement cannot be reached clause 11 (Disputes Resolution Process) shall take effect.

**SCHEDULE 3**

**Maps of Stock Access Routes**



CC1a – stock access spray lines (blue)



CC2 – stock access spray lines (blue)

GRANT of

Correct for the purposes of the  
Land Transfer Act 1952

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

Solicitor for the Minister

COMMISSIONER OF CROWN  
LANDS

to

MINISTER OF CONSERVATION

---

Solicitor  
Department of Conservation  
DUNEDIN/CHRISTCHURCH

**Appendix 7: Form of Sustainable Management Covenant to be Created**

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**Form 8**  
**ENCUMBRANCE INSTRUMENT**  
*(Land Transfer Act 1952 section 101)*

**BARCODE**

**Land Registration District**

**Unique Identifier(s)  
or C/T(s)**

All/Part

Area/Description of part or stratum

--	--	--

**Encumbrancer**

*Surname(s) must be underlined*

**Encumbrancee**

*Surname(s) must be underlined*

Her Majesty the Queen acting by and through the Commissioner of Crown Lands

**Estate or interest to be encumbered**

*Insert eg. Fee simple; Leasehold in Lease No. etc.*

Fee simple

**Encumbrance Memorandum Number**

**Nature of security**

*State whether sum of money, annuity or rentcharge and amount*

Payment for breach

**Operative Clause**

*Delete words in [ ], as appropriate*

The **Encumbrancer encumbers** for the benefit of the **Encumbrancee** the land in the above certificate(s) of title or computer register(s) **with** the above payment for breach, to be paid only in the circumstance of non compliance with the terms and conditions in the deed, in accordance with the terms set out in this deed document.

**Dated this**

day of

20

**Attestation**

	<p><b>Signed in my presence by the Encumbrancer</b></p> <p>_____</p> <p><i>Signature of Witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):-</i></p> <p><b>Witness name</b></p> <p><b>Occupation</b></p> <p><b>Address</b></p>
<p><b>Signature [Common Seal] of Encumbrancer</b></p>	

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

[Solicitor for] the Encumbrancee



**Annexure Schedule 1**

**Encumbrance  
Instrument**

Dated

Page 1 of 1 Pages

**Terms**

*Continue on additional Annexure Schedule(s), if required*

Continued on Annexure Schedule 2.

**Covenants and conditions**

*Continue on additional Annexure Schedule(s), if required*

Continued on Annexure Schedule 2.

**Annexure Schedule 2****Encumbrance  
Instrument**

Dated

Page 2 of Pages

**Covenants and conditions***Continue on additional Annexure Schedule(s), if required***Continuation of "Terms" and "Covenants and conditions:"****Introduction**

- A. The Land has been reviewed under Part 2 of the Crown Pastoral Land Act 1998 and has been disposed of by the Commissioner to the Grantor in accordance with that Act.
- B. As part of that review, the Land was designated as suitable for such disposal subject to the creation of a sustainable management covenant in favour of the Commissioner under section 97 of the Act providing for the management of the Land, and the monitoring of activities undertaken on the Land and the effects of those activities on that Land.
- C. The parties have agreed to enter into a sustainable management covenant on the terms and conditions set out in this deed.

**Interpretation**

In this deed:

- (a) **"the Act"** means the Crown Pastoral Land Act 1998;
- (b) **"Area"** means the Land;
- (c) **"CPI"** means the Consumer Price Index (All Groups) published by Statistics New Zealand or any other government agency, or the most nearly-comparable index if that index ceases to exist or to be published;
- (d) **"deed"** means this Encumbrance Instrument, including all schedules and attachments, and includes any variation of this Encumbrance Instrument;
- (e) **"the Commissioner"** means the Encumbrancee together with its successors and assigns and includes the Encumbrancee's authorised agent, where applicable;
- (f) **"the Grantor"** means the Encumbrancer together with its successors and assigns;
- (g) **"the Land"** means the land more particularly described in the First Schedule;
- (h) **"the Permitted Number"** means the maximum number of sheep and cattle referred to in clauses 3 and 4 of the Second Schedule;
- (i) **"Vermin"** includes deer, possums, pigs, goats, rabbits, wallabies, and hares.
- (j) **"Objectives"** means the objectives of this deed as set out in Clause 2.1.

In this deed, unless the context otherwise requires:

- (a) where the Grantor comprises more than one person, the terms and conditions contained in this deed shall bind each such person jointly and severally;
- (b) reference to a person means an individual, a body corporate, an association of persons (whether corporate or not), a trust or a State or any agency of a State (in each case, whether having separate legal personality);
- (c) where the Grantor is a company, the terms and conditions contained in this deed shall bind a receiver, liquidator, statutory manager or statutory receiver. Where the Grantor is a natural person, the terms and conditions contained in this deed shall bind an Official Assignee. In either case, the terms and conditions contained in this deed shall bind a mortgagee in possession;
- (d) words importing a gender include all other genders;
- (e) words in the singular include the plural; and
- (f) a reference to any legislation extends to and includes any amendment to, or re-enactment of, that legislation.
- (g) all monetary figures exclude GST (Goods and Services Tax)

**The parties agree as follows:**

## **1. Covenant**

- 1.1 In accordance with section 97 of the Act, the Grantor covenants with the Commissioner, from the date of this deed and in perpetuity, to observe and perform the covenants given on the part of the Grantor set out in the Second Schedule.

## **2. Objectives of the covenant**

- 2.1 The objectives of this covenant are to better achieve ecologically sustainable management of the land by the minimization of soil erosion through the improvement of vegetation cover and maintenance thereafter, and any other means of reducing the exposure of the soil to erosion, particularly wind erosion.
- 2.2 A reviewable target towards the achievement of the objectives is an increase of more than 10% of initial ground cover within 20 years of the commencement of this covenant, and eventual maintenance of ground cover at a level 30% greater than initial cover, taking into account the general vegetation cover of all of the Land, and the size and nature of any land use changes.

## **3. Default**

- 3.1 To better secure the performance of the covenants contained in this deed by the Grantor, the Grantor hereby encumbers the Land for the benefit of the Commissioner with an annual rentcharge of \$1.00 (payable only on demand), and a five yearly payment for breach to be paid by the Grantor to the Commissioner in accordance with this deed, only in the circumstance of a substantial breach by the Grantor of the covenants contained in this deed, in accordance with the Fifth Schedule of this document.

## **4. Notices**

- 4.1 Each notice or other communication under this deed is to be in writing, is to be sent by facsimile, email, personal delivery or by post to the addressee at the facsimile number or address provided by each party from time to time, and is to be marked for the attention of the person or office Grantor (if any), from time to time designated for that purpose by the addressee to the other party.
- 4.2 No communication is to be effective until received. A communication will be deemed to be received by the addressee:
- (a) in the case of a facsimile or email, on the working day on which it is despatched or, if despatched after 5.00 p.m. on a working day, or, if despatched on a non-working day, on the next working day after the date of dispatch;
  - (b) in the case of personal delivery (including, but not limited to, courier by a duly authorised agent of the person sending the communication), when delivered; and
  - (c) in the case of a letter, on the fifth working day after mailing and the sender providing the addressee with confirmation of mailing by telephone or facsimile.

## **5. General**

- 5.1 This deed is a sustainable management covenant under section 97 of the Act. The covenant runs with the Land and is an interest in land for the purposes of the Land Transfer Act 1952.
- 5.2 The Commissioner intends to apply, under section 97(3) of the Act, to the Registrar-General of Land for registration of this deed. This deed will bind the registered proprietor, for the time being, of the Land and any successor in title, transferee or lessee of the registered proprietor.
- 5.3 A person will not be liable as the Grantor under this deed for any breach of the provisions of this deed which occurs after that person has parted with its entire interest in the Land.
- 5.4 If a variation of this deed is required by the Commissioner pursuant to clause 22 of the Second Schedule, then the Grantor agrees that it will, at its cost, sign all documents and do all things necessary to register the variation.

## **6. Dispute Resolution**

- 6.1 If any dispute or difference arises between the Grantor and the Commissioner in any way arising out of, or in connection with, this deed, then, subject also to the application of section 17 of the Land Act 1948 (as the case may be) the following shall apply:
- (a) the parties shall enter into negotiations in good faith to resolve the dispute;
  - (b) if the dispute is not resolved within one calendar month from the date on which the parties begin their

negotiations, submit the dispute to the arbitration of a single arbitrator appointed jointly by the parties.

- (c) if the parties cannot agree on the appointment of an arbitrator within 10 working days, then the arbitration shall be carried out by an independent arbitrator appointed by the President of the Wellington District Law Society; and
- (d) such arbitration shall be determined in accordance with the Arbitration Act 1996.

### **7. Severance**

- 7.1 If any part of this deed is or becomes legally ineffective, invalid, or unenforceable, the effectiveness, validity, or enforceability of the remainder is not affected.

### **8. Assignment**

- 8.1 The Commissioner may at any time assign or transfer the Commissioner's interest under this deed to a regional or district council as set out in section 97(4) of the Act.

### **9. Alteration or termination**

- 9.1 This covenant may be altered or terminated by agreement between the Commissioner and the Grantor.

## First Schedule

All that parcel of land containing 1887 ha more or less being shown as "SMC", highlighted in orange wash on the designations plan attached hereto as the Third Schedule.

## Second Schedule

### ***Land management:***

1. The Grantor shall exercise due care in managing the Land and shall at all times manage the Land so as to achieve the Objectives of the covenants contained in this deed. This is not restricted to, nor does it diminish obligations the Grantor may also have with respect to other legislation, such as the Soil Conservation and Rivers Control Act 1941.
2. The Grantor proposes a development Plan attached hereto as the Fourth Schedule. Development of any specific areas by overdrilling or cultivation and sowing with dryland plants, along with any other land management initiatives, will be taken into account in assessing achievement of the objectives and compliance with the covenant.

### ***Weed/Pest Control:***

2. It is recognised that the control of rabbits and other plant and animal pests may be critical to the achievement of the Objectives of this covenant. The Grantor shall undertake pest control as appropriate to achieve the Objectives on the Land. This is not restricted to, nor does it diminish any obligations the Grantor may also have in relation to other legislation, such as the operative Canterbury Regional Pest Management Strategy 2005-2015 or successor documents under the Biosecurity Act 1993.

### ***Other conditions:***

3. In relation to earth disturbance or the modification or removal of vegetation, the Grantor will minimize any injury to the surface of the land, and such actions must comply with the covenants contained in this deed. In taking any such actions it is the Grantors responsibility to comply with all statutory requirements in addition to this covenant.

### ***Agreement as to Vegetation Monitoring and inspection:***

4. The Commissioner shall undertake a programme of vegetation monitoring as follows:
  - a. The Commissioner shall engage a suitably qualified ecologist to establish the transects and photo points described under 4c at the Commissioner's cost.
  - b. The Commissioner shall engage a suitably qualified ecologist to establish baseline information at the commencement of the covenant, and then to repeat the monitoring and inspection at 5 year intervals. The programme of vegetation monitoring and inspection is described below.
  - c. Methodology:

The monitoring programme is to be undertaken as follows:

- (i) Six 50 metre transects are to be established by the Commissioner's ecologist to establish a baseline suitable for assessing the ecological condition of the land and these are to be re-measured five yearly by the Commissioner's ecologist, the cost of re-measuring shall be met by the Commissioner.
- (ii) The following information is to be recorded from each transect at five yearly intervals:

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

#### **Ground Cover (expressed as a percentage to total 100%)**

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

#### **Cover Classes**

Each Species present in each quadrant 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.

- (iii) Twelve photo points are to be established by the Commissioner or his ecologist to establish a baseline. Repeat photographs are to be taken at 5 (five) year intervals thereafter. On each transect, photos will be taken with a standard lens (55mm) looking up and down the line. Photos should be taken at the same time of year (within a 30 day period); a similar time of day; and under similar weather conditions. Photos should be oriented in horizontal (landscape) mode.
- (iv) In association with the quantitative monitoring and photo points, the agency responsible for the monitoring will undertake the following:
  - Make visual observations as to the condition of all of the Land with respect to the Objectives and not just of the transect locations.
  - Identify any relevant developments with respect to the Objectives of this covenant. This could include, but may not be limited to, the development of windbreaks, and changes in land use such as irrigation, cropping, planting for carbon sequestration, bio fuel, timber, or protection. Any significant areas of soil disturbance will also be noted.
  - Gather management information available from the Grantor of relevance to their management relating to the Objectives, such as stock rates, pest control measures, developments such as oversowing and top dressing, and changes in management regimes. The information collected by the Grantor under item (5) should be made available to the agency writing this report.
  - Provide any information of relevance with respect to the Objectives relating to external environmental conditions, such as the recent climatic conditions and any pest plagues.

**Reporting:**

The agency responsible for the monitoring will provide the Commissioner and the Grantor with a monitoring and inspection report presenting the monitoring results together with the information indicated in (iv) above, to assist in the determination of compliance with the covenants contained in this deed.

The cost of the vegetation monitoring, observations, and reporting listed under item (4) of this schedule is to be met by the Commissioner.

5. The Grantor will undertake a programme of recording and reporting as follows:

- (i) Establish and maintain a set of at least 12 photo points to be photographed annually providing sample coverage of all main areas of the Land.
  - Photo point locations to be permanently located and marked using either readily identifiable existing features, or marked using permanent steel stakes.
  - Each photograph should be taken in landscape mode with a standard lens and should show the vegetation in the foreground and middle distance
  - Photographs should be labelled and stored with photopoint number and date of photography.
  - Photos to be taken during the same month each year and preferably at the same time of day.
- (ii) Maintain records of land management including the following:
  - Stock type, number, and grazing period in each block included in the covenant Land.
  - Plant and animal pest control measures undertaken
  - Any development inputs, such as top dressing and oversowing, plantings, irrigation etc.
- (iii) Supply the Commissioner with a copy of the photographs and the Annual Monitoring and Management Return Form by each anniversary date of this covenant.
- (iv) The grantor may optionally provide to the Commissioner further interpretation of the results and report indicated under item (4) of this schedule.

The cost of the monitoring, recording, and reporting listed under item (5) of this schedule is to be met by the Grantor.

6. The Grantor shall review the results of the monitoring and inspection and shall use this to make adjustments to the management of the land including stock type and numbers and timing and duration of stocking for each block.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

7. The Grantor grants to the Commissioner, and any duly authorised agent of the Commissioner, a right of access onto the Land for the purposes of monitoring the Grantor's compliance with the covenants contained in this deed.
8. If the Commissioner considers that the monitoring and inspection information discloses that the Objectives of the covenant are not adequately being achieved, the management of the land may be altered by agreement between the Commissioner and the Grantor. This could include adjustments to stock rates over all or part of the Land, additional pest control measures, or any other changes in land use considered appropriate.  
  
Where agreement cannot be reached within three months of the commencement of discussions, the Commissioner may require adjustments to the grazing of the land, including destocking of all or part of the land for a defined period or other reasonable management adjustments, taking into account external factors that may have influenced the condition of the land.
9. The Commissioner will use the results of the monitoring and inspection, any decisions reached under item (8) of this schedule, and taking into account any management initiatives by the Grantor, to determine whether the Grantor has complied with the covenants contained in this deed, or whether the payment for breach will apply for the next five year period.

**Third Schedule**

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***Designations Plan (attached)***



**Fourth Schedule**

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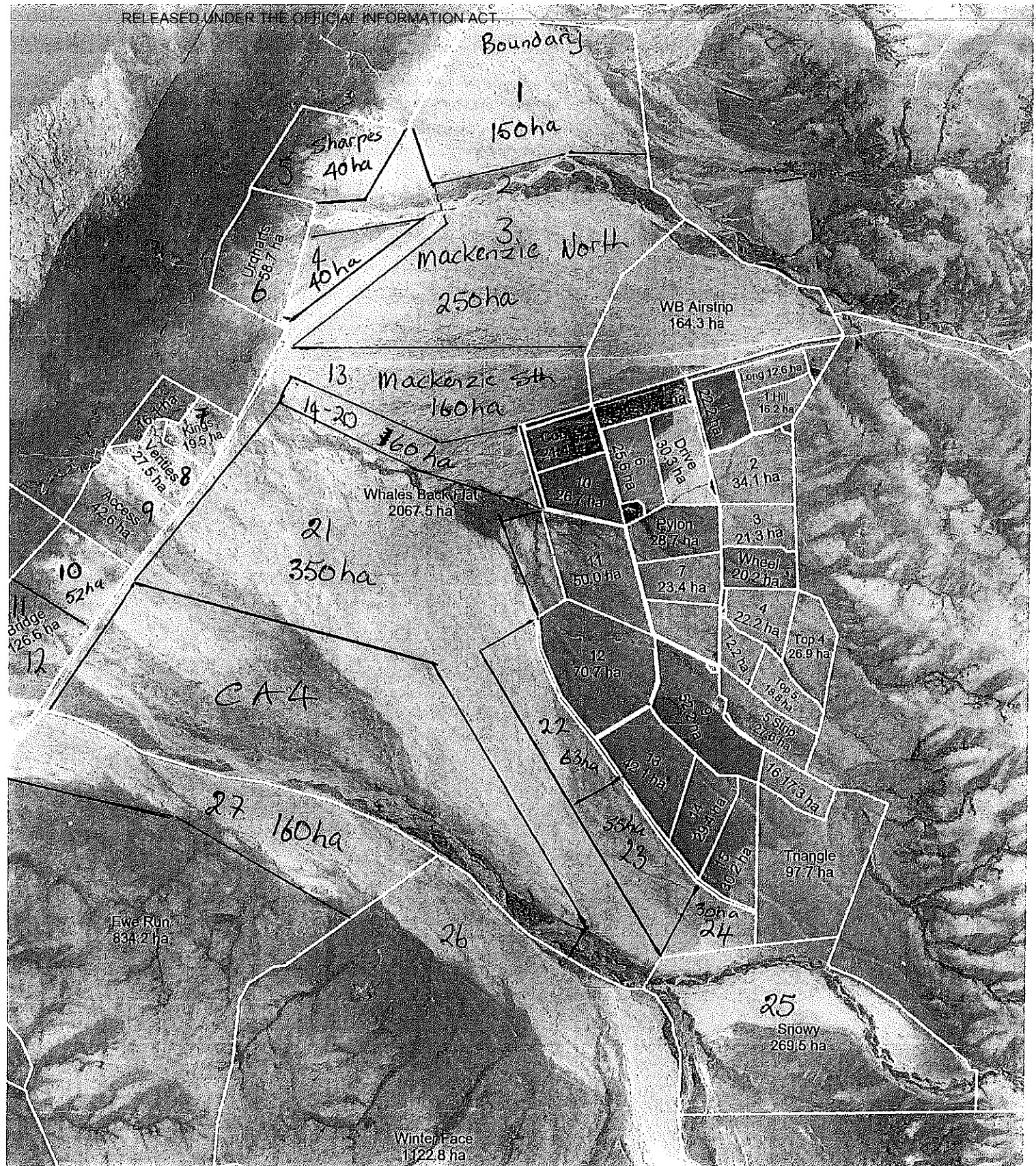
*The development plan (attached)*

## Whalesback Flat Development Plan

No. Block Name	Ha	Soils	Development	Overdrill Ha	Cultivate Ha	In Luc/Grasses	Nil	Totals
1 Boundary	150	Light stoney	Overdrill	150				
2 Mackenzie Stream	80	Light stoney	Stream Bed				80	
3 Mackenzie North	250	Medium soils	Overdrill	250				
4 Mackenzie Bridge	40	Light stoney	Overdrill	40				
5 Sharps Corner	52	Medium West, light East	Overdrill	52				
6 Urquharts	58	Moist from Mack Stream	Cultivate		58			
7 Kings	19	Light	Cultivated			19		
8 Verities	27	Light	Cultivated			27		
9 Access	42	Light	Cultivated			42		
10 Ten	50	Light, some moist	Cultivate		50			
11 Eleven	26	Medium	Cultivate		26			
12 Snow Bridge	40	Light	Nil				40	
13 Mackenzie South	250	Light	Overdrill	200			50	
14 Haldon Road	20	Medium	Level & cultivate		20			
15 Haldon Road	20	Medium	Level & cultivate		20			
16 Haldon Road	20	Medium	Level & cultivate		20			
17 Haldon Road	20	Medium	Level & cultivate		20			
18 Haldon Road	20	Medium	Level & cultivate		20			
19 Haldon Road	20	Medium	Level & cultivate		20			
20 Haldon Road	20	Medium	Level & cultivate		20			
21 Whalesback Flat	373	Light, some better strips	Overdrill	300			73	
22 Whalesback 22	63	Medium	Cultivate		63			
23 Whalesback 23	35	Medium	Cultivate		35			
24 Whalesback 24	35	Medium	Cultivate		35			
25 Nomans	100	Medium terrace soils	Cultivate		100			
26 Water Race Flat	190	Light	Overdrill	100			90	
27 Ewe Run Flat	145	Light	Overdrill	110			35	
	2165			1202	507	88	368	2165
			Est S.U./Ha	1.5	4	4		
			Est Stock Units	1803	2028	352		4183

## Whalesback Flat Development Plan

No. Block Name	Ha	Soils	Development	Overdrill Ha	Cultivate Ha	In Luc/Grasses	Nil	Totals	Timing Hectares			
									Year 1	Year 2	Year 3	Year 4
1 Boundary	150	Light stoney	Overdrill	150							150	
2 Mackenzie Stream	80	Light stoney	Stream Bed				80					
3 Mackenzie North	250	Medium soils	Overdrill	250							250	
4 Mackenzie Bridge	40	Light stoney	Overdrill	40							40	
5 Sharps Corner	52	Medium West, light East	Overdrill	52						52		
6 Urquharts	58	Moist from Mack Stream	Cultivate		58					58		
7 Kings	19	Light	Cultivated			19						
8 Verities	27	Light	Cultivated			27						
9 Access	42	Light	Cultivated			42						
10 Ten	50	Light, some moist	Cultivate		50					50		
11 Eleven	26	Medium	Cultivate		26					26		
12 Snow Bridge	40	Light	Nil									
13 Mackenzie South	250	Light	Overdrill	200			40				200	
14 Haldon Road	20	Medium	Level & cultivate		20		50		20			
15 Haldon Road	20	Medium	Level & cultivate		20				20			
16 Haldon Road	20	Medium	Level & cultivate		20				20			
17 Haldon Road	20	Medium	Level & cultivate		20				20			
18 Haldon Road	20	Medium	Level & cultivate		20				20			
19 Haldon Road	20	Medium	Level & cultivate		20				20			
20 Haldon Road	20	Medium	Level & cultivate		20				20			
21 Whalesback Flat	373	Light, some better strips	Overdrill	300			73		300			
22 Whalesback 22	63	Medium	Cultivate		63					63		
23 Whalesback 23	35	Medium	Cultivate		35					35		
24 Whalesback 24	35	Medium	Cultivate		35					35		
25 Nomans	100	Medium terrace soils	Cultivate		100					100		
26 Water Race Flat	190	Light	Overdrill	100			90				100	
27 Ewe Run Flat	145	Light	Overdrill	110			35				110	
	2165			1202	507	88	368	2165	440	419	640	210
			Est S.U./Ha	1.5	4	4						
			Est Stock Units	1803	2028	352		4183				



# Whalesback Flat



## Analytical Research Laboratories Limited.

890 Waitangi Road,  
Awatoto.  
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Napier 4140

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Analytical Research Laboratories

0800 100 668

Customer: HOPE BROS  
C/- G & G KING  
GRAMPIANS STATION  
PRIVATE BAG  
FAIRLIE 8771

Customer No: 349812  
Contact: 03 6806618  
Charge: Ravensdown  
Account Manager: Gordon McCormick  
email: [gjm@ravensdown.co.nz](mailto:gjm@ravensdown.co.nz)

Samples Received: 7 May 2010  
Report Issued: 13 May 2010  
Samples Received: 10  
Order No: 021 900272

## REPORT OF SOIL ANALYSIS

Lab Number	Sample Name	Core Length	pH	Olsen Sol. P ug/mL	Calcium QTU	Magnesium QTU	Potassium QTU	Sodium QTU	Sulphate Sulphur ug/g
671602	3	15cm	6.0	12	2	10	8	4	3
671603	6	15cm	6.3	5	9	38	6	4	3
671604	13	15cm	5.7	16	2	11	8	4	3
671605	14/15	15cm	6.1	16	7	36	10	3	2
671606	16/17	15cm	5.8	31	4	22	13	4	3
671607	19/20	15cm	6.1	21	8	45	12	3	3
671608	22/23	15cm	5.9	20	4	18	10	3	3
671609	23/24	15cm	6.0	16	4	20	10	2	3
671610	25	15cm	6.0	29	2	7	10	2	3
671611	Airstrip	15cm	5.7	19	2	11	7	3	4

measured below airstrip pit.  
Urghards  
measured 15cm Rd Grampians side of Rd  
first 500 yds of Rd. 15cm Rd. 15cm  
2nd 500 yds " " " "  
last " " " "  
first 500 yds of Rd. 15cm Rd. 15cm  
water take up to 15cm Rd. 15cm  
swimming  
Airstrip. Rd.

Lab Number	Sample Name	Exch. Al mg/kg
671602	3	4.8
671603	6	0.5
671604	13	5.7
671605	14/15	<0.5
671606	16/17	1.2
671607	19/20	0.6
671608	22/23	1.0
671609	23/24	1.1
671610	25	6.4
671611	Airstrip	5.8

## Analysis comment

- The report applies to samples as submitted by the customer.
  - Results expressed on a dry weight basis.
  - Summary of methods used and detection limits are available on request.
- Unless prior authorisation is given in writing, this document may only be reproduced in full.

Tania Mramor BSc for ARL LTD

- QTU = Quick Test Units
- RTF = Result to Follow

ARL LTD  
PO Box 989  
Napier 4140

## **Fifth Schedule**

### ***Payment for breach***

1 To better secure the performance of the covenants contained in this deed by the Grantor, the Grantor hereby encumbers the Land for the benefit of the Commissioner with a five yearly payment for breach to be paid by the Grantor to the Commissioner in accordance with this deed, only in the circumstance of a substantial breach by the Grantor of the covenants contained in this deed.

2 The payment for breach will be determined as follows:

(a) on the fifth anniversary of the date of this deed, the sum of \$10,000.00.

(b) on each subsequent five yearly anniversary of the date of this deed, the sum equivalent to the amount of the five yearly payment payable on the preceding anniversary of the date of this deed but adjusted in accordance with any change in the CPI, such adjustment to be calculated as follows:

$$\text{NPB} = \frac{\text{PB} \times \text{B}}{\text{A}}$$

Where:

NPB is the new five yearly payment for breach payable by the Grantor

PB is the five yearly payment for breach payable by the Grantor on the preceding five yearly anniversary of the date of this deed

B is the most recently-published quarterly CPI figure

A is the CPI figure for the equivalent quarter date at the end of the preceding five yearly period

3 The payment for breach will only be payable where the results of the monitoring and inspection prescribed in clause 4 of the Second Schedule, or any other interim inspection by the Commissioner, indicate that there has been a substantial breach by the Grantor of the covenants contained in this deed.

**Execution**

**Executed** as a deed

**SIGNED** by the **Commissioner of** )  
**Crown Lands** in the presence of : )  
)

\_\_\_\_\_

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

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

## Computer Freehold Register/Computer Leasehold Register [ ]

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

Signed for and on behalf  
of [ ]  
by its attorneys:



## Execution Section

---

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

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

---

---

Witness

---

Occupation

---

Address

**Signed by:**

---

Christopher Dan Williams  
in the presence of:

---

Witness:  
Occupation:  
Address:

**Signed by:**

---

George Arthur Northcote  
in the presence of:

---

Witness:  
Occupation:  
Address:

**Signed by:**

---

William Peter Marshall Humphreys  
in the presence of:

---

Witness:  
Occupation:  
Address:

**Signed by:**

\_\_\_\_\_  
Frances Anne Smallbone  
in the presence of:

\_\_\_\_\_  
Witness:  
Occupation:  
Address:

**Signed by:**

\_\_\_\_\_  
Alastair Edwin Salmond  
in the presence of:

\_\_\_\_\_  
Witness:  
Occupation:  
Address:

**Signed by:**

\_\_\_\_\_  
Andrew Alistair Buchanan  
in the presence of:

\_\_\_\_\_  
Witness:  
Occupation:  
Address:

\_\_\_\_\_  
Christopher Dan Williams  
in the presence of:

\_\_\_\_\_  
Witness:  
Occupation:  
Address:

**Signed by:**

\_\_\_\_\_  
Andrew Norman Hope  
in the presence of:

\_\_\_\_\_  
Witness:  
Occupation:  
Address:

\_\_\_\_\_  
John Murray Crotty

\_\_\_\_\_  
Witness:  
Occupation:  
Address:

\_\_\_\_\_  
John Ormond Acland

\_\_\_\_\_  
Witness:  
Occupation:  
Address:

**Signed by:**

\_\_\_\_\_  
Andrew Norman Hope  
in the presence of:

\_\_\_\_\_  
John Ormond Acland  
in the presence of:

\_\_\_\_\_  
John Murray Crotty

\_\_\_\_\_  
Witness:  
Occupation:  
Address:

\_\_\_\_\_  
Witness:  
Occupation:  
Address:

\_\_\_\_\_  
Witness:  
Occupation:  
Address:

**Signed by:**

\_\_\_\_\_  
Construction Nominees Limited  
in the presence of:

\_\_\_\_\_  
Witness:  
Occupation:  
Address:

**Signed by:**

\_\_\_\_\_  
Christopher Dan Williams  
in the presence of:

\_\_\_\_\_  
Witness:  
Occupation:  
Address:

: