

Crown Pastoral Land Tenure Review

Lease name: BEN MORE

Lease number: PC 109

Substantive Proposal - Part 2

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

December

05

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

5. **Materials General**

To be used except where these have been specifically modified by the provisions of Section 6 which shall take precedence.

5.1 **Deer Netting**

Netting shall be 13 x 1.9 x 300 knotted netting

5.2 **Strainer posts**

Will be 3.0 metre x 200mm round. All posts are to be ground treated.

5.3 **Intermediate posts for deer fencing**

All posts used will be 2.7 metre x 125 mm round except for angles, corner and the back posts for box stays which will be 2.7 metres x 150 mm round. All posts are to be ground treated.

5.4 **Staples**

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

5.5 **Permanent Wire Strainers**

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

5.6 **Crossing Netting**

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

5.7 **Gates**

Will be 3.65 metre wide x 1.9 metre high deer swung gates.

Deer gates shall be manufactured of 32 mm galvanized steel pipe frame, suitably braced to withstand normal pressure by deer and fully covered with chain link attached with galvanized lacing wire, or using galvanized grid netting.

5.8 **Gate Chains**

Gate chains will be galvanized steel chain and staple type.

5.9 **Gate Gudgeons**

Gudgeons are to be of galvanized steel. Top gudgeon is to be lock through type and the bottom gudgeon a bolt through type.

6. **Best Practice**

6.1 Best fencing practice must be adhered to on all occasions.

6.2 **Strains for deer fences**

Length of strains to be determined by the territory. To conform to best practice and if applicable the netting manufacturing recommendations. Strain to account for weather conditions at time of strain.

Length of strain for bottom wire (No 8) to be determined by territory but to not exceed 250 metres.

6.3 **Placement of timber strainers, posts and stays**

Under no circumstances are any strainers, stays or posts to be shortened either prior to or subsequent to their placement to the ground.

All strainers are to be dug in and rammed and footed, or driven. No.8 (4mm) galvanized wire is to be used on foots. Horizontal (box) stays construction method is to be used at strainer posts.

6.4 **Placement of netting and bottom wire**

Netting is to be located on the grazing side of the boundary with the bottom wire to be 100 mm above the ground.

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

Netting is to be securely and neatly tied off and strained evenly. Crimp Sleeves are acceptable as well as knots made to a trade person standard.

A 4 mm (No 8) galvanized mild steel bottom wire is to be placed 75 mm from the ground, on the grazing side of the boundary.

6.5 **Gates**

Gates must close against a post and be able to fully open back against the fence.

6.6 **Netting at creek crossing**

Netting to be hung at creek crossing and left to swing. These are not to be attached to the fence.

6.7 **Tie Downs**

Tie downs are to consist of half or full steel Y stakes according to conditions and the tie down is to be with 4mm galvanized wire (which is to remain above ground). If a post is a tie down, it is to be fixed to the Y stake by a 150mm x 6mm galvanized nail.

All dips and hollows are to be tied down.

6.8 **Tie Backs**

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

6.9 **Clearance of the fence line**

This includes bulldozing work to clear scrub, small trees and other debris from part of the fence line marked "Y-Z". The minimum of ground disturbance is to be made. See 2.7 for location of this work.

Other parts of the fence line are to be manually cleared, where required.

Part B CONVENTIONAL FENCE REQUIREMENTS

7. Indicative requirements for conventional fences:

- 7.1 Six x 2.5 mm galvanized high tensile wires and the bottom wire being 4 mm galvanized mild steel.
- 7.2 2.4 metre x 200 mm treated timber strainer posts with 1.8 metre x 125 mm stay posts to be used for gateways and end of strains.
- 7.3 1.8 metre x 125 mm treated intermediate posts to be used at 20 metre gaps or at lesser intervals on appropriate high and low points as required. 117 cm (46") to remain out of the ground.
- 7.4 Six steel Y stakes per 20 metres to be used. Y stakes will be mostly 1.5 metre (5') with 1.35 metres (4'6") on rocky ground and 1.7 metre (5'6") to be used on soft ground.
- 7.5 Two x 3.65 metre wide gates to be erected, the locations shown marked DGT3 on the plan.
- 7.6 Line shown marked "Y-Z" as shown on the Plan being the boundary line between the creek bed more or less at point "Y" and the end of the boundary fence for Conservation Area "CA1", is to be mechanically cleared of vegetation and debris to provide a suitable fence line. This work is to allow the passage of a motorized post driver (is to be less than 4.5 metres wide and involve the minimum of soil disturbance).
- 7.7 The balance of the fence line will require hand clearing, if applicable.
- 7.8 Two flood gates will be required. Fences will need to be terminated on either side of the creeks and a separate fence and flood gate installed.

8. Length and location:

New fences:

Refer to section 3.

9. Preliminary and General Matters

9.1 New Materials

Refer to section 4.1.

9.2 Standards

Refer to section 4.2.

9.3 Blasting

Refer to section 4.3

9.4 Drilling

Refer to section 4.4..

9.5 Spiking

Refer to section 4.5

9.6 Lacing

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

10 Materials General

To be used except where these have been specifically modified by the provisions of Section 11 which shall take precedence.

10.1 Wire

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

10.2 Infill Posts

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

10.3 Intermediate posts

All posts used will be 1.8 metre x 125mm round and ground treated.

10.4 Stay Block

12 x 2 x 24cm ground treated.

10.5 Staples

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

10.6 Permanent Wire Strainers

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

10.7 Crossing Netting

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

10.8 Gates

Will be 3.65 x 1.0 metre high at points marked "DGT3" on the Plan. The swung gates shall be manufactured of 32 mm 2.6wt galvanized steel pipe frame, suitably braced to withstand normal pressure by beef cattle and fully covered with 50mm chain mesh manufactured from 3.15 mm gauge wire and attached with 2.24 mm galvanized lacing wire.

10.9 Gate Chains

Gate chains will be galvanized steel chain and staple type.

10.10 Gate Gudgeons

Gudgeons are to be of galvanized steel. Top gudgeon is to be lock through type and the bottom gudgeon a bolt through type.

11 Best Practice

11.1 Best fencing practice must be adhered to on all occasions.

11.2 Strains

Length of strains to be determined by the territory but to not exceed 300 metres for 4 mm (No 8) and 250 metres for 2.5 mm wires. To conform to best practice and if applicable the wire manufacturers recommendations. Strain to account for weather conditions at time of strain.

11.3 Placement of timber strainers, posts and stays

Under no circumstances are any strainers, stays or posts to be shortened either prior to or subsequent to their placement to the ground.

All strainers are to be dug in and rammed and footed, or driven. No.8 (4mm) galvanized wire is to be used on foots. Stays are to be one third of the way up the posts.

11.4 Placement of wires

Wires are to be located on the grazing side of the boundary with the bottom wire to be 100 mm above the ground.

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

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

11.5 Gates

Gates must close against a post and be able to fully open back against the fence.

11.6 Netting at creek crossing

Netting to be hung at creek crossing and left to swing. These are not to be attached to the fence.

11.7 Tie Downs

Tie downs are to consist of half or full steep Y stakes according to conditions and the tie down is to be with 4mm galvanized soft wire (which is to remain above ground). If a post is a tie down, it is to be fixed to the Y stake by a 150mm x 6mm galvanized nail.

All dips and hollows are to be tied down.

11.8 Tie Backs

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

11.9 Clearance of the fence line

This includes bulldozing work to clear scrub, small trees and other debris from part of the fence line marked "Y-Z". The minimum of ground disturbance is to be made. See 2.7 for location of this work.

Other parts of the fence line are to be manually cleared, where required.



Appendix 4: Form of Easement to be Created



In Gross Easement: Public Access and Management Purposes – Version 5.1

CHCCO- 73608 - Ben More Pastoral Lease.

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Vehicles for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.



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 10 metres wide which is marked "[]" on Deposited Plan/S.O. Plan No [].
 - 1.2 "Management Purposes" means:
 - the protection of a significant inherent value of the land managed by the Transferee;
 - the ecological sustainable management of the land managed by the Transferee.
 - 1.3 "Servient Land" means the land owned by the Transferor and described on page 1.
 - 1.4 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and, for purposes of clause 2.1, includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public; but for the purposes of clause 2.2 means the Transferee's tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation only.
 - 1.5 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

2. The Transferee has the right in common with the Transferor:
 - 2.1 To pass and re-pass at any time over and along the Easement Area k-l, m-n, o-p, q-r, and s-t on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons (subject to Special Easement Terms 11 & 12 on Easement Area s-t), and over and along Easement Area k-l, m-n, o-p, and q-r by motorised vehicle also.
 - 2.2 To pass and re-pass at any time over and along the Easement Area a-b, c-d, e-f, g-f-h, k-l, m-n, o-p, q-r, and s-t on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, for Management Purposes (subject to Special Easement Terms 11 & 12 on Easement Area s-t).
3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.

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

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

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

Dated Page of Pages

Exclusion of Schedules

4. The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and the Ninth Schedule of the Property Law Act 1952 are expressly negated.

Term

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

Temporary Suspension

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

Dispute Resolution

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

Notice

- 8.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
- (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by facsimile to the receiving party.
- 8.2 If clause 8.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 8.3 If clause 8.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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

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

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

[]

Dated []

Page [] of [] Pages

Special Easement Terms

- 9. The standard easement terms contained above must be read subject to any special easement terms set out below.
- 10. The Transferee (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.
 - 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 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 10.3.
- 11. No dogs or firearms are permitted on Easement area s-t.
- 12. Easement area s-t may be closed between 1 October and 20 November for livestock management purposes.

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.

[Handwritten signature]

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

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access to Conservation Areas
2. Vehicles for Management Purposes

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
133 Victoria Street
Christchurch

Auckland District Law Society
REF:4135

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

Appendix 5: Form of Conservation Covenant to be Created



DATED _____

Between

COMMISSIONER OF CROWN LANDS
(Pursuant to section 80 of the Crown
Pastoral Land Act 1998)

and

MINISTER OF CONSERVATION
("the Minister")

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



Department of Conservation
Te Papa Atawhai

A handwritten signature in the bottom right corner of the page.

THIS DEED of COVENANT is made the _____ day of _____ 200_

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 as 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 not a Crown owned mineral under section 2 of the Crown Minerals Act 1991.
- “Minister” means the Minister of Conservation.
- “Natural Water” includes water contained in streams the banks of which have, from time to time, been realigned.
- “Owner” means the person or persons who from time to time is or are registered as the proprietor(s) of the Land.

- “Party or Parties”** means either the Minister or the Owner or both.
- “Values”** means any or all of the Land’s natural environment, landscape amenity, wildlife, 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 on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of tree, shrub or other plant;
- 3.1.4 the erection of any fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, chemical spraying, top dressing or sowing of seed;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;

- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
- 3.1.10 any other activity which might have an adverse effect on the Values.
- 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
- 3.1.12 the erection of utility transmission lines across the Land.

3.2 The Owner must:

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

4. **THE MINISTER'S OBLIGATIONS**

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

5. **IMPLEMENTATION OF OBJECTIVES**

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

6. **DURATION OF COVENANT**

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

7. OBLIGATIONS ON SALE OF LAND

- 7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, or assignee to ensure that on any subsequent sale, lease, or assignment, any subsequent purchaser, lessee, or assignee must also comply with the terms of this Covenant including this clause.
- 7.2 If for any reason this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

8. MISCELLANEOUS MATTERS**8.1 Rights**

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

8.2 Trespass Act:

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

8.3 Reserves Act

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

8.4 Titles

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

8.5 Acceptance of Covenant

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

8.6 Fire

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

9. NOTICES

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

10. DEFAULT

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

11. DISPUTE RESOLUTION PROCESSES

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

11.3.3 the parties further agree that the results of arbitration are to be binding upon the parties.

12. JOINT OBLIGATIONS

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

13. SPECIAL CONDITIONS

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

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

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

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

Witness: _____

Address : _____

Occupation: _____

SCHEDULE 1

1. Description of Land

All that piece of land shaded yellow and marked as "CC" on the plan attached to the Substantive Proposal containing 24 hectares approximately and being part of the land comprised and described in Certificate of Title Volume 529 Folio 218 (Canterbury Registry)

2. Address for Service

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

Conservator
Department of Conservation
Private Bag 4715
Christchurch
Ph: (03) 379 9758
Fax: (03) 365 1388

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

Ben More Graziers (1989) Ltd
c/- W R James
Ben More Station Ltd
Porters Pass RD
Springfield
Canterbury
Ph: (03) 318 4795
Fax:

3. Values of Land to be Protected: The Land contains a Beech Forest remnant representative of the original forest community and providing habitat for a variety of fauna species. The Land should be managed so as to preserve the existing forest and natural environment and to encourage the regeneration of the forest.



SCHEDULE 2

Special Conditions

1. Fencing

- 1.1 The Minister will pay to the Owner a proportionate share of the following:
 - 1.1.1 the cost of new Fences or the repair and maintenance of existing Fences on the Land if the Minister has first approved the work or activity.
 - 1.1.2 the cost of any work or activity under clause 3.2 if the Minister has first approved the work .
- 1.2 The proportionate share payable by the Minister is to be calculated having regard to the purpose of the expenditure with the intent that:
 - 1.2.1 the Minister will bear the cost of work essential for Conservation Purposes
 - 1.2.2 the Owner will bear the cost of work essential for all other purposes.
 - 1.2.3 when the expenditure is partly for Conservation Purposes and partly for other purposes, the parties will bear the costs equally or in such other proportion as they may agree, and failing agreement, as may be determined under clause 12.

2. Public Access

- 2.1 The Owner may:
 - 2.1.1 temporarily limit access to the Land for reasonable farm management reasons;
 - 2.1.2 limit access to specified tracks;
 - 2.1.3 authorise any person to bring on to the Land any animal, gun, or vehicle.



GRANT of

Correct for the purposes of the
Land Transfer Act 1952

Solicitor for the Minister

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

COMMISSIONER OF CROWN
LANDS

to

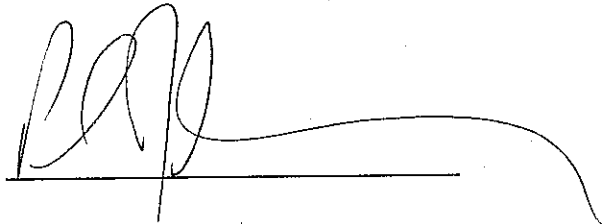
MINISTER OF CONSERVATION

Solicitor
Department of Conservation
CHRISTCHURCH

Execution Section

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

SIGNED for and on behalf of the **Commissioner of Crown Lands** by Paul Alexander Jackson acting pursuant to a delegated authority in the presence of:



Paul Alexander Jackson
Witness
Solicitor
Occupation
Wellington
Address

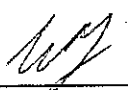
SIGNED for and on behalf of **Ben More Graziers [1989] Limited** by two of its directors:

Warrick Roger James
Warrick Roger James

Richard Schomburg
Richard Schomburg

in the presence of:

Simon Lee
Simon Lee



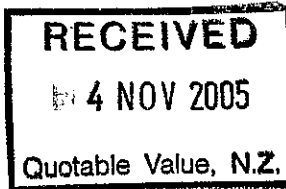
Ronald W. Angland & Son

Barristers and Solicitors

John Shearer Angland, LL.B., MNZTA., *Principal*

Bessie Paterson, LL.B., *Associate*

Leo Harding, MA (Cambridge), *Associate*



LEESTON OFFICE

89 High Street,

PO Box 39,

Leeston.

NEW ZEALAND

Telephone: (03) 324-3033

Facsimile: (03) 324-3037

e-mail: lawyers@anglands.co.nz

SOLICITOR'S CERTIFICATE

I, **JOHN SHEARER ANGLAND**, Solicitor of Leeston, hereby certify as follows:

1. **BEN MORE GRAZIERS (1989) LIMITED** ("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 9 August 2005 ("the Proposal") have been duly authorised by the Sole Director and, if required, by the shareholders of the Holder. The Holder has executed the Proposal in accordance with its Constitution.
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. 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.

DATED this 4th day of November 2005

Yours faithfully

RONALD W. ANGLAND & SON

A handwritten signature in black ink, appearing to read "John S. Angland". The signature is written over a horizontal line and extends upwards and to the left.

John S. Angland

Principal

e-mail: john@anglands.co.nz

Codocs/BMG.solcert

Also at HORNBY

Level Five, Clock Tower Building, Cnr Main South Road and Brynley Street, Hornby, Christchurch,
P O Box 16-173, Christchurch, Telephone (03) 349-4708 , Facsimile (03) 349-9339

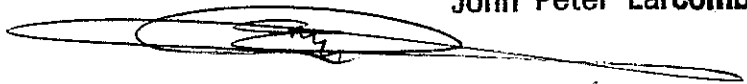
Mortgagee Consent

RABOBANK NEW ZEALAND LIMITED (formerly Rabo Wrightson Finance Limited) as Mortgagee under Mortgage A398945.3 ("the Mortgage"), hereby:

- a) consents to acceptance of the Proposal dated 9 August 2005, ("the Proposal") by Ben More Graziers (1989) Limited, ("the Holder") pursuant to the Crown Pastoral Land Act 1998 and agree 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 this 26th day of October 2005

John Peter Larcōmb



SIGNED on behalf of
Rabobank New Zealand Limited


Manju Datt Prasad

in the presence of:

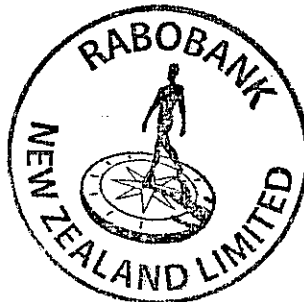
Witness Signature:



Occupation:

Matthew John Russell
Bank Officer
Wellington

Address:



CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, **John Peter Larcomb** and **Manju Datt Prasad**
National Manager and Manager respectively, both of Wellington in New Zealand do hereby
certify:

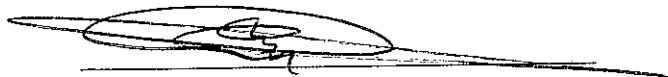
1. THAT by deed dated 18th day of April 2000 Rabobank New Zealand Limited,
appointed us as its attorney's on the terms and subject to the conditions set out in the
said deed.

2. THAT the power of attorney was deposited in the Land Transfer Office at:

Blenheim (Marlborough Registry) and there numbered	215414.1
Christchurch (Canterbury Registry) and there numbered	A483706.1
Dunedin (Otago Registry) and there numbered	5013528.1
Gisborne (Gisborne Registry) and there numbered	231450.1
Hamilton (South Auckland Registry) and there numbered	B637396.1
Hokitika (Westland Registry) and there numbered	115481.1
Invercargill (Southland Registry) and there numbered	5016998.1
Napier (Hawkes Bay Registry) and there numbered	709427.1
Nelson (Nelson Registry) and there numbered	402416.1
New Plymouth (Taranaki Registry) and there numbered	475072.1
Wellington (Wellington Registry) and there numbered	B810600.1
Auckland (North Auckland Registry) and there numbered	D557660.1

3. THAT as the date hereof we have not received any notice or information of the
revocation of that appointment by the winding up of the said Rabobank New Zealand
Limited or otherwise.

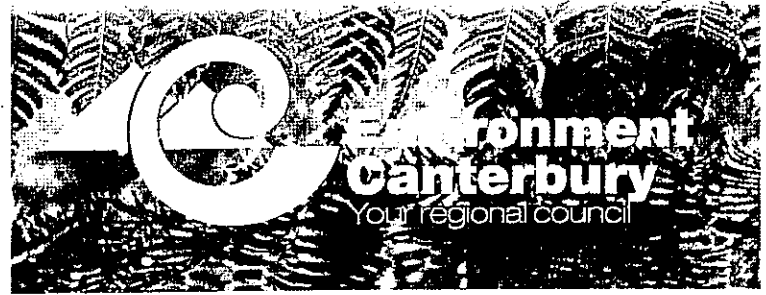
SIGNED at Wellington this 26th day of October 2005.



John Peter Larcomb



Manju Datt Prasad



12 October 2005

58 Kilmore Street, PO Box 345, Christchurch

General enquiries: 03 365 3828

Customer services: 03 353 9007

Fax: 03 365 3194

or: 0800 EC INFO (0800 324 636)

Email: ecinfo@ecan.govt.nz

Website: www.ecan.govt.nz

Mr W James
Managing Director
Ben More Graziers Limited
Ben More
SPRINGFIELD R D

Dear Mr James

LAND IMPROVEMENT AGREEMENT - BEN MORE

We refer to your letter dated 30 August 2005 to our Andrew Barton and advise that we have obtained approval, on behalf of Environment Canterbury, to facilitate the termination of Land Improvement Agreement 400737.1 that is registered against the Ben More titles.

Enclosed is a Certificate of Termination under section 30A(5) of the Soil Conservation and Rivers Control Act 1941, duly signed on behalf of our council as successor to the North Canterbury Catchment Board. We expect that you will be able to present this to Land Information New Zealand in Christchurch for registration and that, once registered, the memorials concerning the agreement will be cancelled from the titles.

The approval above is subject only to a condition that, within ten days of the certificate being registered, you advise us of that fact so that we can update our file covering the Ben More Soil and Water Conservation Plan and its associated land improvement agreement. We do not require fresh copies of the titles. A brief letter advising of the certificate's registration will suffice. Alternatively you may wish to e-mail advice to ian.hughes@ecan.govt.nz.

We do not anticipate any difficulties with registration but, should anything arise on which we can provide some assistance, please let us know.

Yours sincerely

Ian Hughes

ADMINISTRATION OFFICER

Our Ref: AG5C/540

Your Ref:

Contact: Ian Hughes

CERTIFICATE OF TERMINATION
(pursuant to Section 30A(5) of the Soil
Conservation and Rivers Control Act 1941)

TO: The Registrar-General of Land
Care of the District Land Registrar
CANTERBURY LAND REGISTRATION DISTRICT

I, **JUDITH CLAIRE PANI**, Manager Secretariat of The Canterbury Regional Council, **HEREBY CERTIFY** that the Land Improvement Agreement affecting estates in fee simple and of leasehold in the land described in the Schedule below and registered under number 400737.1 has been terminated.

SCHEDULE

AREA (ha)	LOT AND DEPOSITED PLAN (or other sufficient description where land not described in terms of complete lots on a deposited plan)	CERTIFICATE OF TITLE IDENTIFIER (and lease or licence number where applicable)
Estate in fee simple		
46.0937	Rural Sections 38858, 38859 and 38860	CB3A/30
184.0713	Rural Sections 7776, 14856, 30887, 30888, 31455 and 31457 and part Rural Sections 31454 and 31456	CB2D/1259
Estate of leasehold		
7539.5464	Run 319	CB529/218 part cancelled

This certificate is given on behalf of the Canterbury Regional Council in which by virtue of the Local Government (Canterbury Region) Reorganisation Order 1989 is vested the functions, duties and powers of the North Canterbury Catchment Board, a party to Land Improvement Agreement 400737.1.

DATED at Christchurch this 12th day of October 2005.



Manager Secretariat of
The Canterbury Regional Council

RAG 6625725.1 Rescission
 Copy - 02/03, Pgs - 003, 277/10/05, 12:36

Copies
 (inc. original)
 DocID: 211562350

COPY

Dealing / SUD Number:
 (LINZ Use only)

Priority Handset Date Stamp
 (LINZ Use only)

RECEIVED
 28 01 2005

Plan Number Pre-Allocated
 to be Deposited

Rejected Dealing Number:

Landonline User ID: **kdavidson002**
LOGGING FIRM: Ronald W. Angland & Son
 Address: **P O Box 39**
LEEESTON
 Uplifting Box Number:
ASSOCIATED FIRM:
 Client Code / Ref: **29408/1 BMG**

Other (state):

Priority Order	CT Ref	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISEMENTS	NEW TITLES	OTHER	REFUND/ISSUE/REVERSE	FEES
1	See Schedule	RAG	Canterbury Regional Council to Ben More Graziers (1989) Ltd	0.00							
2											
3											
4											
5											
6											
Land Information New Zealand Lodgement Form											
Fees Receipt and Tax Invoice											
GST Registered Number 17-022-895											
LINZ Form 1985											
Original Signatures? _____											
Less Fees paid on Dealing #											
Subtotal (for this page)											
Total for this dealing											
\$0.00											
Cash/Cheque enclosed for											
\$0.00											

Annotations (LINZ Use only)

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form 1985

Original Signatures? _____

Less Fees paid on Dealing #

Subtotal (for this page)

Total for this dealing

\$0.00

Cash/Cheque enclosed for

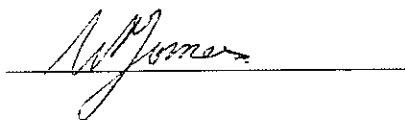
\$0.00

CONSENT

THIRTEEN MILE BUSH FORESTS LIMITED, being the party entitles to the benefit of Forestry Right A130679.1 registered against Lease CB529/218, hereby consent to the acceptance of the Proposal dated 9 August 2005 by **BEN MORE GRAZIERS (1989) LIMITED** pursuant to the Crown Pastoral Land Act 1998.

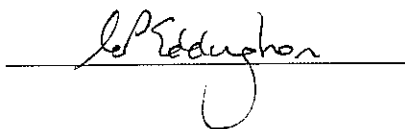
Dated this 3rd day of November 2005

SIGNED for and on behalf of
THIRTEEN MILE BUSH FORESTS LIMITED



in the presence of:

Witness Signature:



Occupation:

CAROL PATRIGIA EDDINGTON
SOLICITOR
CHRISTCHURCH

Address:

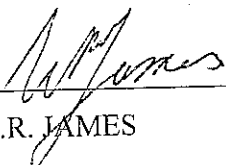
Ben More Graziers (1989) Limited
("the Company")

Director's Resolution

It is resolved that:

- 1 The Company ratify and execute the substantive proposal for tenure review dated 9 August 2005 as leasehold owners of the Crown land comprised in CT CB529/218 (Canterbury Registry) known as Ben More Station, and
- 2 The company authorise Warrick Roger JAMES as sole Director to sign the above document on the Company's behalf.

Signed as a unanimous written resolution in accordance with Paragraph 7 of the Third Schedule of the Companies Act 1993 by all the directors entitled to receive notice of a board meeting:



W.R. JAMES

DATED 4th November 2005

BEN MORE GRAZIERS (1989) LIMITED

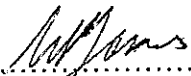
("the Company")

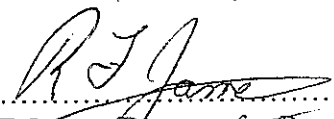
SHAREHOLDER'S RESOLUTION

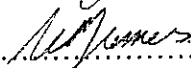
It is Resolved that:

1. **WARRICK ROGER JAMES** and **BEN MORE HOLDINGS LIMITED** hereby authorise the Company to ratify and execute the Substantive Proposal for Tenure Review dated 9 August 2005 as leasehold owner of the Crown land comprised in CT CB529/218 (Canterbury Registry) known as Ben More Station, and
2. **WARRICK ROGER JAMES** as Sole Director be authorised to sign the above document on the Company's behalf.

DATED this 4th day of November 2005


.....
W R James (Director for Ben More Holdings Limited)


.....
R F James (Director for Ben More Holdings Limited)


.....
W R James (for himself)