



Land Information
New Zealand
Toitū te whenua

Crown Pastoral Land Tenure Review

Lease name : BLUE MOUNTAIN

Lease number : PT 031

Substantive Proposal Part 2

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

July

14

Appendix 2: Example of Solicitors Certificate

Certifications

I [] hereby certify as follows:

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

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

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

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

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

Yours faithfully

[signed by principal of law firm]

Appendix 3: Indicative Fencing and Construction Requirements

Fenceline

Length and location: 14,500 meters along Line "Y-Z"

Type: 7 wire fence - "Metal Y's", top wire approximately 1.05m high

Specifications:

- General description: Fence construction shall be with metal 1.5m (5ft) Y standards not more than 3 meters apart, ground treated (H4) pine round 1.8 meter medium 125mm diameter posts, or T irons (with plates on soft ground), extras on high ground as required and not more than 50m apart, six 2.5mm galvanised high tensile plain wires plus one bottom wire of plain 4mm (8g) galvanised medium tensile wire.
- Wires, to be at conventional spacing and threaded through metal Y standards with the bottom wire between 100mm and 150mm above the ground. The top wire tied to "Y standards" with 3.15mm galvanised medium tensile wire not less than 1 1/2 turns. Where wooden posts are used the wires to be stapled to the posts with 50 x 4mm galvanised slice point barbed staples. Wire to be strained to a tension recommended by the wire manufacturer. Wires to be placed on the Schedule Two (freehold) side of the posts except where there is a high risk of snow damage where they shall be placed on the leeward side away from prevailing snow.
- Strainer posts and assemblies; Round ground treated pine (H4) strainer posts to be 2.4 meters with an average diameter of 200mm to be fully stayed with either horizontal stay assemblies or angle stays and stay block at all corners and angles (inside) 135 degrees or less. Angles greater than 135 degrees (inside) to have light strainers installed of 2.1 meter length. Stays to be 2.7m x 125mm diameter. Where posts are dug in they must be properly footed and rammed.
- The length of one strain should not be more than 300 meters depending on the manufacturer's specifications. Each wire fitted with a permanent wire strainer of a type agreed by the parties.
- Tie downs to be installed at battens/standards or at posts using a full length steel standard where there is more than 5 degrees lift angle between posts.
- Stream and Creek Crossings: All crossings other than very minor waterways to have sheep netting hung below the fence so that water may pass without detritus affecting the principle fence. Permanent streams to have a properly constructed flood gate of netting hung from a multiple (4) twisted fencing wires, or light wire rope, above flood level and attached to a posts, separate from and on the downstream side of the fence, not less than 125mm diameter driven not less than 80cm in the ground either side of the stream positioned so as not to be affected by eroding banks. The netting to be weighted using posts stapled and wired.
- Gates of a length specified to be of galvanised steel and in-filled with galvanised steel or galvanised netting chain mesh. Where possible to be swung on hinges and secure latches fitted. To be installed at all track crossings and as otherwise directed to facilitate recovery of stray stock.
Provide for 9 x 2.4m gates including two being placed together on the track.
- Materials; Wire to be to NZ Standard specification 3471:1974(NZS). "Y's" of best quality to be of Australian manufacture or equivalent quality, wooden posts to be treated to NZ Standard specification 3607:1989(NZS).
- Fencing to comply with best practice as set out in the LINZ Generic Fencing Specification.

Construction:

Nil

Appendix 4: Form of Easement to be Created

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

DOCDM-1217152 – Blue Mountain Pastoral Lease – Easement in Gross – June 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

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 7(2) of the Conservation Act 1987 (continued on pages 2, 3, 4, 5 and 6 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 as granted or created.

Dated this day of

Attestation

<p>Signed by acting under written delegation from the Commissioner of Crown Lands</p> <p>Signature, or common seal of Grantor</p>	<p>Signed in my presence by the Grantor Signature of Witness</p> <p style="text-align: right;">(continued on page 4 of Annexure Schedule)</p> <p>Witness to complete in BLOCK letters (unless typewritten or legibly stamped)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
--	---

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

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

Annexure Schedule

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

Dated Page of Pages

1. Definitions

1.1. In this transfer unless the context otherwise requires:

1.1.1 "Easement Area" means that part of the Servient Land being 20 metres wide which is marked ["a-b", "c-k-d", "i-j-k" and "j-m" for public access under clause 2.1 and "a-b", "e-f", "g-h", "c-k-d", "i-j-k" and "j-m" for Minister of Conservation management purposes under clause 2.2] on Deposited Plan/S.O. Plan No [].

1.1.2 "Management Purposes" means:

- the protection of a significant inherent value of any land managed by the Grantee;
- the ecological sustainable management of any land managed by the Grantee;
- the management of the Easement Area consistent with the purposes for which the easement is held under the Conservation Act 1987 or the Reserves Act 1977.

1.1.3 "Servient Land" means the land owned by the Grantor and described on page 1.

1.1.4 "Grantee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation and, for the purposes of clause 2.1, includes any member of the public.

1.1.5 "Grantor" means the owner of the Servient Land described on page 1 and includes the Grantor's tenants and invitees.

Standard Easement Terms

2. Access

2.1 The Grantee has the right in common with the Grantor to pass and re-pass at any time over and along the Easement Area marked "a-b", "c-k-d", "i-j-k" and "j-m" on the proposed designation plan, by the mode(s) stipulated at special condition 9.1.

2.2 The Grantee has the right in common with the Grantor to pass and re-pass at any time over and along the Easement Area marked "a-b", "e-f", "g-h", "c-k-d", "i-j-k" and "j-m" on the proposed designation plan, by the mode(s) stipulated at special condition 9.2

2.3 The Grantee not being a member of the public has the right:

2.3.1 To mark the Easement Area as appropriate.

2.3.2 To erect and maintain stiles/gates.

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

Annexure Schedule

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.

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

Dated Page of Pages

2.3.3 To erect and maintain signs informing members of the public:

(a) of the location of any 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.

2.3.4 To use whatever reasonable means of access he/she thinks fit over the Easement Area to carry out the works in clause 2.3.1 to 2.3.3.

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 local branch of the New Zealand Law Society in which the Serviant 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.

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

Notice

8.1 A notice to be given under this transfer by one party to the other is to be in writing and must:

- (a) be hand delivered to the receiving party; or
- (b) be sent by ordinary post to the receiving party;
- (c) be sent by email to the receiving party.

8.2 If clause 8.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.

8.3 If clause 8.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched if that day is a working day or, if dispatched after 5.00pm, on the next working 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.
- 9.1 To pass and re-pass at any time over and along the Easement Area in clause 2.1:
- 9.1.1 On foot;
 - 9.1.2 On or accompanied by horses;
 - 9.1.3 By non-motorised vehicle powered by a person or persons; and
 - 9.1.4 If a lawful permit to hunt on any land near the easement is held, then accompanied by guns as stipulated by the permit
- 9.2 To pass and re-pass at any time over and along the Easement Area in clause 2.2:
- 9.2.1 On foot;
 - 9.2.2 On or accompanied by horses;
 - 9.2.3 By non-motorised vehicle powered by a person or persons;
 - 9.2.4 By motor vehicle;
 - 9.2.5 With or without machinery and implements of any kind; and
 - 9.2.6 With guns if required for Management purposes
- 9.3 The Grantee has the right from time to time to modify the surface of the Easement Area so that it becomes and remains fit for the purpose of clauses 2.1 and 2.2.
- 9.4 Where existing fences cross the Easement Area, at the registration of this Easement In Gross, the Grantee will install stiles or gates to suit the purpose of the easement.
- 9.5 Where new fences are constructed that cross the Easement Area the Grantor must install gates no less than 3.6 metres in width and keep gates unlocked at all times unless otherwise agreed with the Grantee.
- 9.6 No dogs are permitted on the Easement Area.

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.

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
2. Management Purposes

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
Dunedin

Auckland District Law Society
REF:4135

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

Appendix 5: 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

- “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 or allow to be carried out on or in relation to the Land:

- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, chemical spraying, top dressing or sowing of seed;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;

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

4. THE MINISTER'S OBLIGATIONS

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

5. IMPLEMENTATION OF OBJECTIVES

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

6. DURATION OF COVENANT

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

7. OBLIGATIONS ON SALE OF LAND

- 7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, or assignee to ensure that on any subsequent sale, lease, or assignment, any subsequent purchaser, lessee, or assignee must also comply with the terms of this Covenant including this clause.
- 7.2 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 email addressed to the receiving party at the address set out in Schedule 1.
- 9.2 A notice given in accordance with clause 9.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of pre-paid post, on the third Working Day after posting;
 - (c) in the case of email, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next working day after the date of dispatch.
- 9.3 The Owner must notify the Minister of any change of ownership or control of all or part of the Land and must supply the Minister with the name and address of the new owner or person in control.

10. DEFAULT

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

11. DISPUTE RESOLUTION PROCESSES

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

CC1 – Andrews Stream Faces.

All that piece of land containing 250 hectares approximately labelled CC1 and shown shaded yellow on the plan attached to the Proposal.

2. Address for Service¹

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

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

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

Blue Mountain Station Limited

Registered Address and Address for Service:

Blue Mountain Station Limited
Croys Limited
Level 2
161 Burnett Street
ASHBURTON 7700

Directors:

Allan Roddy Brown and Joanne Bronwyn Brown
Blue Mountain Station
Locharbar Road
RD 17
FAIRLIE 7987
Ph: 03 685-4845
Email: bluemountain@farmside.co.nz

Robert John Brown
374 Blackford Road
RD 12
Rakaia 7782

3. Values of Land to be Preserved

CC1 – Andrews Stream Faces.

- The area supports lowland forest remnants, shrubland and scrub communities which contain elements of the original woody vegetation at these sites.
- The area is a mosaic of forest/shrubland along with patches of short tussock grassland and exotic species. The naturalness of the area is medium. Typical plant species are broadleaf, mountain ribbonwood, fuchsia, wineberry, and coprosma species.
- The hillslopes adjacent to Andrews Stream make an important contribution to the natural character of the waterway. Parts of the area are visible from Andrews Stream and Orari Gorge and are contiguous with and form an integral part of the wider Upper Orari River landscape, an area with high scenic and aesthetic value.

¹ State street address not Post Office Box number.

The above values are particularly described in the Department of Conservation's Conservation Resource Report dated November 2005.

SCHEDULE 2**Special Conditions**

Notwithstanding the provisions of clause 3.1 the following shall apply;

CC1 – Andrews Stream Faces.

- 1 The Land is to remain unfenced.
- 2 The Land may be grazed at any time by sheep and/or cattle only, in association with the adjoining land.
- 3 The Land may have routine maintenance of existing fences, structures and maintenance within the alignment of all existing tracks done. Any maintenance undertaken on the Land outside the existing alignment or further upgrading of tracks requires the prior written consent of the Minister.
- 4 The Owner is permitted to construct a new foot, bike, stock track through the Land on the line indicated on the plan labelled 201211261045 attached to the consent granted by the Commissioner of Crown Lands in November 2012, and indicated by a broken orange line on the plan attached to the proposal, and subject to local resource consent requirements, is permitted to clear scrub from the line.
- 5 The Minister may design and undertake a monitoring programme on the Land:
 - to ensure that the ecological integrity of the area and associated vegetation and fauna is maintained.
 - To enable the monitoring of any effects on the vegetation cover and conditions, faunal values and any other conservation values on the Land.

The monitoring programme will be reviewed at regular intervals and if in the opinion of the Minister there are any concerns identified with the status of any of the species on the Land or deterioration in the condition and extent of the ecological condition of the Land the Minister reserves the right to take any necessary steps to further protect any species including fencing a part or parts of the Land and adjusting stock access. The Minister will liaise with the Owner in implementing these measures and the Owner will cooperate in the giving effect to any measures considered necessary by the Minister.
- 6 The Owner will permit Department of Conservation staff and their contractors entry upon the Land at all times, for purposes associated with management of the covenant. In accessing the land, Department of Conservation staff and their contractors will take all practical steps to advise the Owner in advance. During lambing such requests may be denied but not unreasonably so.

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 6: Form of Covenant to be Created
