

Crown Pastoral Land Tenure Review

Lease name : BRAEMAR

Lease number : PT 121

Substantive Proposal - Part 1

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

July

11

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

Date: 9 March 2011

**EXECUTION
COPY**

Parties

Holder: Braemar Station Limited
c/o Mr and Mrs D MacKenzie
397 Pages Rd
RD 4
TIMARU

Commissioner of Crown Lands: C/- The Manager for Tenure Review
Darroch Limited
Broadway Building
62 Riccarton Road
P O Box 13-443
CHRISTCHURCH

The Land

Lease: Braemar Station Limited

Legal Description: Run 331

Area: 15,216.1801 hectares approximately

Certificate of Title/Unique Identifier: CB7B/480 (Canterbury Registry)

Summary of Designations

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 by, the Crown as set out in Schedule One; 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

2 Conditions

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

3 Settlement

- 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

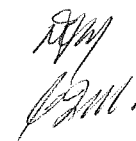
(ii) the Shortfall is more than the Retention and the net interest earned thereon, the balance shall be paid by the Holder to the Commissioner within TEN (10) working days;

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.



4 Holder's Payment

- 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

- 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

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

7 Issue of Certificate of Title

- 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

- 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

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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

- 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

- 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

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 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

- 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

- 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

- 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

- 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

- 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

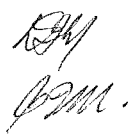
- 17.1 The Holder's acceptance of this Proposal is irrevocable and constitutes a binding agreement between the Commissioner and the Holder.
- 17.2 If the Commissioner does not receive an acceptance to this Proposal from the Holder within three (3) months of putting it (in its substantive form) to the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

18 Solicitors Certificate

- 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

- 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

- 20.1 The Commissioner and the Holder warrant to each other that they are registered for GST purposes.
- 20.2 On the 10th 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.
- 20.3 The Holder will pay GST on the Holder's Consideration to the Commissioner by bank cheque on the Commissioner's GST Date, time being of the essence.
- 20.4 On the 10th 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.
- 20.5 The Commissioner will pay GST on the Commissioner's Consideration to the Holder on the Commissioner's GST Date, time being of the essence.
- 20.6 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

- 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

- 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

- 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

- 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

- 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

- 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

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;

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;

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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 15th day of the following January or a day which is a provincial holiday in the place where the obligation is to be performed.

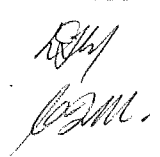
Works Consent means any and all consents required under the Resource Management Act 1991 and the Resource Management Amendment Act 2005; and/or the Building Act 2004.

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.

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Schedule One: Provisions relating to the Schedule One Land

1 Details of Designation

1.1 Under this Proposal the land shown marked in pink and labelled "CA1" on the Plan, being 6454 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 marked in pink and labelled "NZDF Area" on the Plan, being 6992.1801 hectares (approximately) is designated as land to be restored to or retained in full Crown ownership and control for Defence Purposes to be held pursuant to the Defence Act 1990, subject to:

1.2.1 the creation of the easement over the land marked as a dashed orange line and identified for public and conservation management access, and labelled "z7-z8", "z9-z10", "z11-z12" and "z13-z14" on Plan 2 of 3 substantially as set out in Appendix 5.



2 Schedule One Improvements

Not applicable.

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Schedule Two: Provisions relating to the Schedule Two Land

1 Details of designation

Nil

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Schedule Three: Provisions relating to the Schedule Three Land

1 Details of designation

- 1.1 Under this Proposal the land shown marked in green on the Plan, being 1770 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 creation of the easement marked as a dashed orange line and identified for public and conservation management access and labelled "a1-a2-a3", "a-b", "c-d", "e-f", "g-h", "i-j", "k-l", "m-n", "o-p", "p1-q", "q-r", "q-t", "u-v", "w-x", "y-z", "z1-z2", "z3-z4" and "z5-z6", and for conservation management access only as "q-s" on Plan 1 of 3, 2 of 3 and Enlargement Plan and substantially as set out in Appendix 4; and
 - (d) the continuation in force of an existing registered Notice of Access Rights under Crown Minerals Act 1991, Instrument No. 8063818.1, in favour of Meridian Energy Limited shown as a dashed green line and labelled "m1-m2-m3" on Plan 1 of 3 and substantially as set out in Appendix 6; and
 - (e) the continuation in force of an existing registered Notice of Access Rights under Crown Minerals Act 1991, Instrument No. 8078277.1, in favour of Meridian Energy Limited shown as a dashed green line and labelled "m1-m2-m3" on Plan 1 of 3 and substantially as set out in Appendix 7.



Schedule Four: Conditions

Nil

DM
DM

Appendix 1: Consents - Example of Mortgagee Consent

[] 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

[], 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: _____

Witness Name:

Occupation:

Address:



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

1. New fences and some upgrading/repairs:

For the purposes of this fencing and construction specification and attachments, the term "Waypoint" and "WPT" refer to a latitude and longitude reference point on the earth's surface as identified by a global positioning system (GPS) unit.

Background:

The agreement between the Commissioner of Crown Lands (Commissioner) and Directors of Braemar Station Limited (the Holder) requires the erection of conventional fences on the boundary of the conservation area marked on the attached plans, and the upgrading and/or repairing of a fenceline on the boundary of the conservation area to the indicative requirements set out hereunder.

The Commissioner will, at its cost, erect conventional fences along the lines shown marked "U-V2", "S-T" and "V-V1" on the Plan and to repair / upgrade the existing conventional fence marked "z6-V2" and "V-W".

The fencing specification calls for the erection of a wooden post and seven wire fence with steel Y stakes between posts, to the indicative requirements set out in 3. It also requires the upgrading of an existing fence to the indicative requirements set out in 4 of these specifications.

2. Length and location:

Note: see section 5 for Earthworks and Vegetation Clearance.

2.1.1 New fences are to be erected along the lines marked as follows on the plan:

(a) Conservation area "CA1" / Freehold boundary fence along Landslip Creek shown marked "U-V2" (approximately 3170 metres).

(b) Conservation Area "CA1" / "NZDF Area" fence from the end of the easement to Landslip Creek shown marked "V-V1" (approximately 120 metres).

(c) Freehold / Freehold internal fence reconnecting an existing internal fence to the new boundary fence on Landslip Creek shown marked "S-T" (approximately 120 metres).

Total new fencing 3410 metres

2.2 Upgrading of existing fence along the lines marked as follows on the plan:

(a) Conservation area "CA1" / Freehold existing boundary fence from the end of the easement to Landslip Creek shown marked "z6-V2" (approximately 100 metres).

(b) "NZDF Area" / Freehold existing boundary fence from the end of the easement running adjacent to Maryburn Stream to near Maryburn hut shown marked "V-W" (approximately 4700 metres).

Total upgraded fencing 4800 metres

3. New Fence Lines

(a) A new fence will be required on part of the boundary of Conservation Area "CA1" (fence line "U-V2"), shown on the plans attached to these specifications.

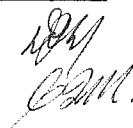
The Commissioner will, at its cost, erect a post and seven wire conventional fence to the following indicative requirements:

- 3.1 Five x 2.5 mm galvanized high tensile wires, top wire to be 1.6 mm high tensile reverse twist galvanized barbed wire and the bottom wire being 4 mm galvanized mild steel. Total of 7 wires.
- 3.2 2.1 metre x 200 mm treated timber strainer posts with 2.7 metre x 125 mm stay posts to be used for gateways and end of strains.
- 3.3 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.
- 3.4 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.
- 3.5 Three x 4.2 metre swung gates to be erected at waypoints 15, 28 and 40 as shown marked GT4 on the Plan.
- 3.6 Two flood gates will be required over Landslip Creek at waypoints 12 and 18 to the design shown attached in Diagram 1 and 1A with an upgraded anchor system. Fence will continue across Landslip Creek and the flood gates installed across the waterway attached to posts independent of the fence as shown in the illustrative diagram.

(b) A new fence will be required on the boundary between "CA1" and "NZDF Area" (fenceline "V-V1"), shown on the plans attached to these specifications.

The Commissioner will, at its cost, erect a post and seven wire conventional fence to the following indicative requirements:

- 3.7 Seven x 2.5 mm galvanized high tensile wires.
- 3.8 2.1 metre x 200 mm treated timber strainer posts with 2.7 metre x 125 mm stay posts to be used for gateways and end of strains.
- 3.9 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.



- 3.10 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.
- 3.11 One x 4.2 metre swung gate to be erected at waypoint 10 as shown marked GT4 on the Plan.
- 3.12 Between waypoints 8 and 9, five x 2.5 mm galvanized high tensile wires with bottom two wires to be left off to allow any flooding to pass under the fence.

(c) A new fence will be required on the freehold (fenceline "S-T") linking an existing internal fence to the new boundary fence, shown on the plans attached to these specifications.

The Commissioner will, at its cost, erect a post and seven wire conventional fence to the following indicative requirements:

- 3.13 Five x 2.5 mm galvanized high tensile wires, top wire to be 1.6 mm high tensile reverse twist galvanized barbed wire and the bottom wire being 4 mm galvanized mild steel. Total of 7 wires.
- 3.14 2.1 metre x 200 mm treated timber strainer posts with 2.7 metre x 125 mm stay posts to be used for gateways and end of strains.
- 3.15 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.
- 3.16 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.
- 3.17 One x 4.2 metre swung gate to be erected at waypoint 43 as shown marked GT4 on the Plan.

4. Upgrading of Existing Fence:

(a) Repairs and upgrading will be required on the boundary of "NZDF Area" (fenceline "V-W"), shown on the plans attached to these specifications.

The Commissioner will, at its cost, upgrade the existing six wire conventional fence to the following indicative requirements:

- 4.1 Re-use existing top barb wire, re-wiring where broken.
- 4.2 Re-use existing bottom no. 8 wire. Replacement required at waypoint 46 for approximately 25 metres, waypoint 47 for approximately 80 metres, between waypoints 50 and 51 for approximately 100 metres (see clause 4.11 below), and between waypoints 6 and 52 for approximately 400 metres.
- 4.3 Four existing wires between the top barb and bottom no.8 wires are to be removed and disposed of responsibly. They are to be replaced with four

new 2.5mm high tensile wires threaded through the holes of the existing steel posts and stapled to the new timber posts.

- 4.4 1.8 metre x 125 mm treated intermediate posts or T irons to be used on average at 9 metre gaps or at lesser intervals on appropriate high and low points as required, spaced accordingly between existing metal posts. 117 cm (46") to remain out of the ground. Steel Y stakes, back to back, may be used on high spots and on corners instead of wooden posts or T Irons, with tie backs.
 - 4.5 Any existing concrete posts to be replaced with wooden intermediate posts to the specification under clause 4.4.
 - 4.6 Reuse existing steel flat standards and steel Y stakes where in sound condition.
 - 4.7 Any new steel 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 and are to be placed on the NZDF area side (east side) of the existing wires.
 - 4.8 To re-use the existing steel gate at its current location.
 - 4.9 Existing strainers to be re-used.
 - 4.10 New galvanized rabbit netting 900mm x 41mm x 1.4mm to be clipped to upgraded fence with RP22 staples by jambro ring plier. Rabbit netting to have 200mm laid out on the ground on the western side of the upgraded fence, with rock or fill at minimum 1 metre intervals to prevent lift.
 - 4.11 From waypoint 50 to 51 for approximately 100 metres across a swampy area, the existing top barb wire is to be re-used, and the balance of the existing fence is to be removed and disposed of responsibly. Wooden intermediate posts to the specification under clause 4.4 are to be erected at 6 metre spacings with one 1.7 metre steel Y stake between each post. Four new 2.5mm high tensile wires and one bottom no.8 wire to be threaded through the steel Y stakes and stapled to the timber posts.
 - 4.12 At waypoint 45 a floodgate as per attached diagram 1 with a standard anchor system, is required across a waterhole.
 - 4.13 From waypoint 48 to 49 a floodgate as per attached diagram 1 and 1A with an upgraded anchor system, is required across Maryburn Stream.
- (b) Repairs and upgrading will be required on the boundary of "CA1" (fenceline "z6-V2"), shown on the plans attached to these specifications.**

The Commissioner will, at its cost, upgrade the existing six wire conventional fence to the following indicative requirements:

- 4.14 Re-use existing top barb wire, re-wiring where broken.
- 4.15 Re-use existing bottom no. 8 wire.

- 4.16 Four existing wires between the top barb and bottom no.8 wires are to be removed and disposed of responsibly. They are to be replaced with four new 2.5mm high tensile wires threaded through the holes of the existing steel posts and stapled to the new timber posts.
- 4.17 1.8 metre x 125 mm treated intermediate posts or T irons to be used on average at 9 metre gaps or at lesser intervals on appropriate high and low points as required, spaced accordingly between existing metal posts. 117 cm (46") to remain out of the ground. Steel Y stakes, back to back, may be used on high spots and on corners instead of wooden posts or T Irons, with tie backs.
- 4.18 Any existing concrete posts to be replaced with wooden intermediate posts to the specification under clause 4.4.
- 4.19 Reuse existing steel flat standards and steel Y stakes where in sound condition.
- 4.20 Any new steel 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 and are to be placed on the NZDF area side (east side) of the existing wires.
- 4.21 To re-use the existing steel gate at its current location.
- 4.22 Existing strainers to be re-used.
- 4.23 New galvanized rabbit netting 900mm x 41mm x 1.4mm to be clipped to upgraded fence with RP22 staples by jambro ring plier. Rabbit netting to have 200mm laid out on the ground on the western side of the upgraded fence, with rock or fill at minimum 1 metre intervals to prevent lift.

5. Earthworks and Vegetation Clearance

(a) *New fence "U-V2"*

- 5.1 From waypoint 12 (point V2) to waypoint 42 (point S) for approximately 2200 metres the existing derelict fence and floodgates are to be removed and disposed of responsibly.
- 5.2 Low matagouri and tussock along much of the new fenceline within 1 metre of each side is to be mulched.
- 5.3 Taller matagouri in patches from waypoint 35 to 41 to be chainsawed or cut with a scrub bar.
- 5.4 Any rocks and debris to be removed by hand or machinery provided no soil is disturbed.
- 5.5 Any wilding pines within 2 metres of each side of the fenceline are to be cut off at a level sufficient to deter re-growth.

(b) New fence "V-V1"

- 5.6 Low matagouri and tussock along much of the fenceline within 1 metre of each side is to be mulched.
- 5.7 Any rocks and debris to be removed by hand or machinery provided no soil is disturbed.
- 5.8 Any wilding pines within 2 metres of each side of the fenceline are to be cut off at a level sufficient to deter re-growth.

(c) New fence "S-T"

- 5.9 Low matagouri and tussock along much of the fenceline within 1 metre of each side is to be mulched.
- 5.10 Any rocks and debris to be removed by hand or machinery provided no soil is disturbed.
- 5.11 Any wilding pines within 2 metres of each side of the fenceline are to be cut off at a level sufficient to deter re-growth.

(d) Upgraded fence "z6-V2"

- 5.12 Low matagouri and tussock along much of the fenceline within 1 metre of each side is to be mulched.
- 5.13 Any rocks and debris to be removed by hand or machinery provided no soil is disturbed.
- 5.14 Any wilding pines within 2 metres of each side of the fenceline are to be cut off at a level sufficient to deter re-growth.

(e) Upgraded fence "V-W"

- 5.15 From waypoint 50 to 51 the top barbed wire is to be re-used and the balance of the existing fence is to be removed and disposed of responsibly.
- 5.16 From waypoint 50 to 51 tall tussock is to be hand cleared with a scrub bar within 1 metre of each side of the upgraded fence.
- 5.17 Any wilding pines within 2 metres of each side of the fenceline are to be cut off at a level sufficient to deter re-growth.
- 5.18 From waypoint 6 to 52 felled pine trees are to be cleared away from the upgraded fence with a front end loader for approximately 150 metres.

6. Preliminary and General Matters

6.1 New Materials

All materials forming a permanent part of the fence shall be new, with the exception of re-used materials applying to clause 2, and shall conform to any relevant New Zealand or international standard.

6.2 Standards

New materials forming a permanent part of the specified fence shall conform to the applicable standard. Such materials shall either identify the applicable standard on the label or certificate from the supplier or manufacturer shall be supplied stating the materials have been manufactured in a process that has been tested and which conforms to that standard.

Current standards that apply to fencing materials include but may not be limited to:

- 3471:1974 (NZS) Specifications for galvanized steel fencing wire plain and barbed.
- 3607:1989 (NZS) Specifications for round and part round timber fence posts.
- 3640:1992 (NZMP) Specifications of the minimum requirements of the NZ Timber Preservation Council Inc.
- D360:1986 (NZS/ASTM) Creosote Treatment
- 4534:1998 (AS/NZS) Zinc and zinc/aluminium alloy coating on steel wire.
- 4680:1999 (AS/NZS) Hot dip galvanized (zinc) coating on fabricated ferrous articles.

Where no applicable standard exists then materials shall be of best quality as generally accepted in the New Zealand farming and fencing industries.

Documentation would be required of:

- Manufacturers (or suppliers) warranties and test certificates where applicable.
- Guarantee certificates that transfer to the owners of the completed fences.
- Remedies available under the guarantee.
- Installation instructions for hardware where applicable to the warranty and guarantee.

6.3 Blasting

Any blasting required to loosen or remove rock shall be undertaken using electric detonators to reduce the risk of fire.

6.4 Drilling

Any rock drilling will be undertaken with a rock drill no larger than 40mm diameter.

6.5 Spiking

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

6.6 Lacing

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

7. **Materials General**

To be used except where these have been specifically modified by the provisions of Clause 7 which shall take precedence.

7.1 Wire

Fence wire will be 2.5mm galvanized high tensile steel wires, 4 mm galvanized mild steel wire and 1.6 mm galvanized high tensile reverse twist barbed wire all of which are to be of good quality. Tie-downs and tie-backs will be 4mm galvanized mild steel kept clear of any ground contact.

7.2 Infill Posts

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

7.3 Strainer, Intermediate and Angle Posts

All timber posts used will be round and ground treated.

7.4 Stay Block

12 x 2 x 24 ground treated.

7.5 Staples

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

7.6 Permanent Wire Strainers

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

7.7 Crossing Netting

Netting on creek crossings will be 7 wire galvanized sheep netting except for three floodgates to be erected over Landslip Creek and Maryburn Stream that are to be built to specific design illustrated in Diagram 1 enclosed with these specifications.

7.8 Gates

The swung gates shall be manufactured of 32 mm 2.6wt galvanized steel pipe frame, suitable 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.

7.9 Gate Chains

Gate chains will be galvanized steel chain and staple type.

7.10 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.

7.11 Rabbit Netting

Rabbit-proof netting should be galvanized hex netting 41mm mesh x 1.4mm thick by 900mm high. To be attached to new or existing fence with an RP22 2.0mm staple applied with a jambro ring plier.

8. Best Practice

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

8.2 Strains

Length of strains to be determined by the territory but to not exceed 300 metres for HT and 250 metres for No. 8 wire, unless specifically varied where floodgates are required to be on a separate strain. To conform to best practice and if applicable the wire manufacturing recommendations. Wire tension to account for weather conditions at time of strain and have regard to effect of winter conditions. Wire tension to average 110 kg force.

8.3 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 in the ground.

All strainers are to be dug in or driven and rammed and footed. No.8 (4 mm) galvanized wire is to be used on foots. Strainer, angle and intermediate posts are to have a minimum of 117 cm (46") out of the ground. Stays are to be 1/3 of the way up posts.

8.4 Placement of footer at strainers and angles

Strainers and angles will be footed using a wooden H4 treated cut off post with a minimum length of 350 mm rammed in beside the strainer or angle so that the foot is lying 200 mm up from the bottom of the hole at a 90 degree angle to the strainer or angle, and will be attached with 4 mm galvanized steel wire and stapled to both the foot and the strainer or angle using 3 or more staples on both ends

8.5 Placement of wires

Wires are to be located on the grazing side of the boundary, except where there is a high risk of snow damage where they shall be placed on the leeward side away from the prevailing snow. The bottom wire is to be 100 -150 mm above the ground.

Post staples are to be driven well in but allow 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 in all joins.

8.6 Gates

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

8.7 Netting at creek crossing

Netting to be hung at creek and river crossings and left to swing. Flood gates over Landslip Creek and Maryburn Stream are to be to specific design as per Diagram 1 forming part of these specifications.

8.8 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 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.

Anywhere that there is a 100 mm or more upward pull on the wires is to have a tie down placed.

8.9 Tie backs

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

8.10 T Irons

T irons are to be used on all corners and on the end of strains with tie-backs on them except on the gateways where conventional block and stays are to be used.

8.11 Rabbit Netting

Rabbit netting is to be attached to wires with RP22 staples at 300mm intervals along the top of the netting and lowest wire. Staples spaced at a maximum of 300 mm apart on top of the netting to the second wire from the top of the fence, and on every other wire. 200mm of netting to be laid out flat on the ground and weighted with rock or fill at a minimum of 1 metre intervals to prevent lift. Leave netting hanging where it passes through water.

9. Resource Management Consents

- 9.1 The construction of fencing is subject to the Commissioner obtaining any and all consents required pursuant to the Resource Management Act 1991.

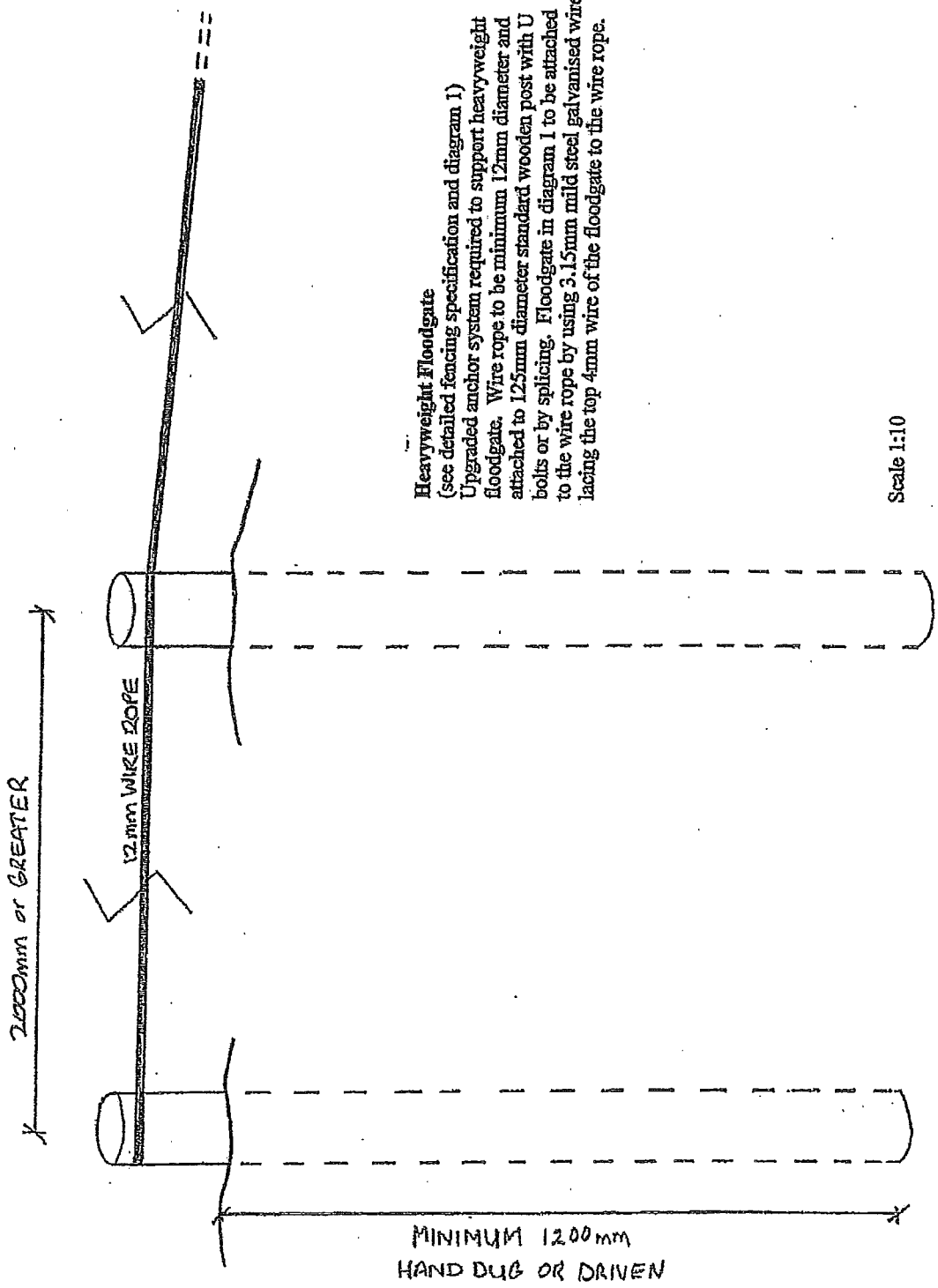
Attachments to fencing specification:

Diagram 1 & 1A

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Diagram 1A

Upgraded Anchor System for Floodgate Specification



Heavyweight Floodgate
 (see detailed fencing specification and diagram 1)
 Upgraded anchor system required to support heavyweight floodgate. Wire rope to be minimum 12mm diameter and attached to 125mm diameter standard wooden post with U bolts or by splicing. Floodgate in diagram 1 to be attached to the wire rope by using 3.15mm mild steel galvanised wire, lacing the top 4mm wire of the floodgate to the wire rope.

Scale 1:10

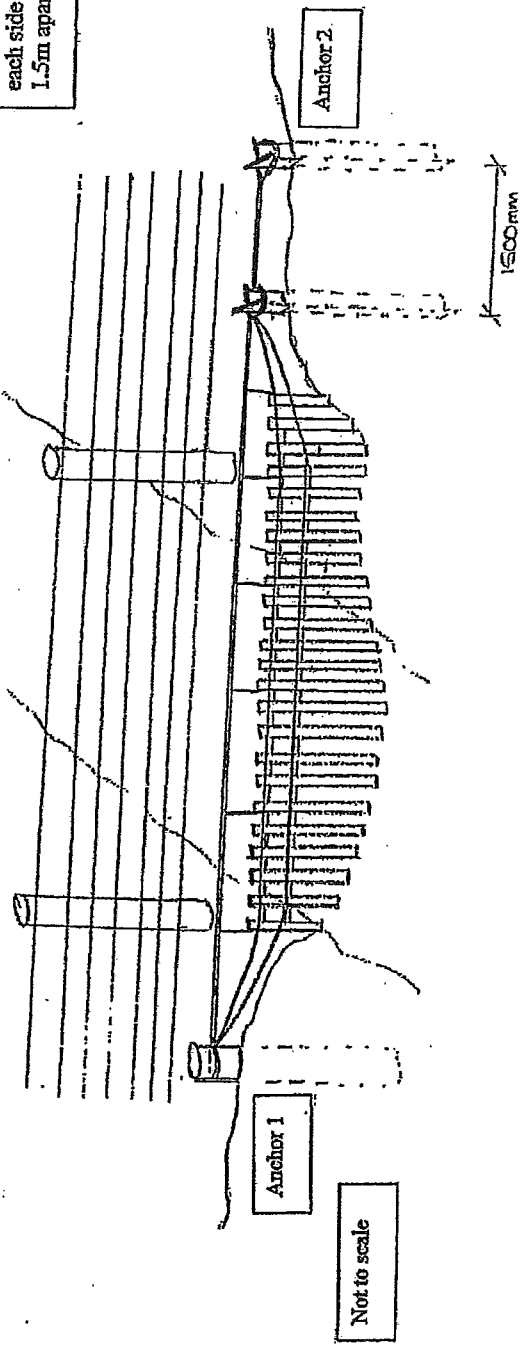
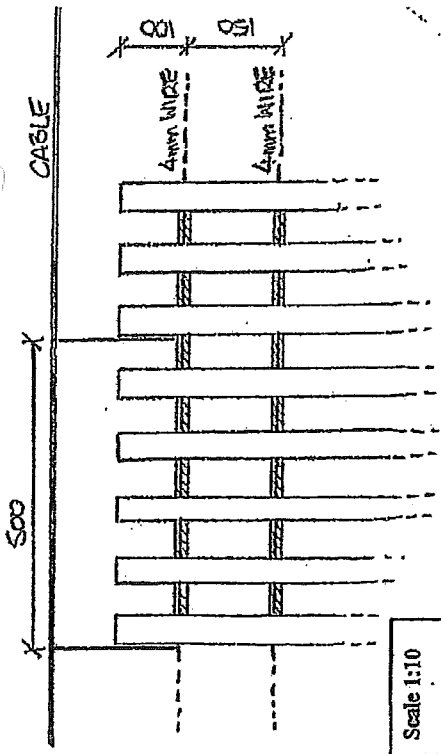
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Floodgate to Specific Design

Diagram 1

Floodgate (see detailed fencing specification)
4mm mild steel wire drilled through 50 x 50mm H3
timber battens, with 50mm 15 or 20mm alkanthene
spacers. 4mm wire hangers up to cable at 500mm
centres. Two wires 100mm and 250mm from top of
batten, running back to anchors.

Anchors - 2 options:
Anchor 1 - 2.1m x 150mm posts
either side of creek.
Anchor 2 - galvanised T irons, 2
each side of creek approximately
1.5m apart.



Handwritten signature/initials

Appendix 4: Form of Easement to be Created over the area shown marked as a dashed orange line and labelled "a1-a2-a3", "a-b", "c-d", "e-f", "g-h", "i-j", "k-l", "m-n", "o-p", "p1-q", "q-r", "q-s", "q-t", "u-v", "w-x", "y-z", "z1-z2", "z3-z4" and "z5-z6" on Plan 1 of 3, 2 of 3 and Enlargement Plan

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4

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

DOCDM-47556 – Braemar – January 2010

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.

RM
DM

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 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 granted or created.

Dated this _____ day of _____

Attestation

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

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

[Handwritten Signature]

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 Grantee; and/or
 - the ecological sustainable management of the land managed by the Grantee.
 - 1.3 "Servient Land" means the land owned by the Grantor and described on page 1.
 - 1.4 "Grantee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes tenants, agents, invitees, contractors, licensees and employees of the Minister of Conservation and the Director-General of Conservation; and for the purposes of clause 2.1 only, includes any member of the public.
 - 1.5 "Grantor" means the owner of the Servient Land described on page 1 and includes the Grantor's tenants and invitees.

Standard Easement Terms

Access

2. The Grantee has the right in common with the Grantor:
 - 2.1 To pass and re-pass at any time over and along the Easement Area "a1-a2-a3", "a-b", "c-d", "e-f", "g-h", "i-j", "k-l", "m-n", "o-p", "p1-q", "q-r", "q-t", "u-v", "w-x", "y-z", "z1-z2", "z3-z4", and "z5-z6" on foot, or by non-motorised vehicle powered by a person or persons, subject to Special Easement Term 11.0.
 - 2.2 To pass and re-pass at any time over and along the Easement Area "a1-a2-a3", "a-b", "c-d", "e-f", "g-h", "i-j", "k-l", "m-n", "o-p", "p1-q", "q-r", "q-s", "q-t", "u-v", "w-x", "y-z", "z1-z2", "z3-z4", and "z5-z6" 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 Term 11.0.
3. The Grantor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Grantor.

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

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

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

Dated Page of Pages

Exclusion of Schedules

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

Term

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

Temporary Suspension

6. The Grantee may, at any time in exercise of her/his powers, temporarily close all or part of the Easement Area 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;
 - (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.

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RM CM

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

Annexure Schedule

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

[]

Dated

[]

Page

[]

of

[]

Pages

Special Easement Terms

- 9. The standard easement terms contained above must be read subject to any special easement terms set out below.
- 10. The Grantee 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 Subject to clause 11, from time to time to modify the surface of the easement area so that it becomes and remains fit for the purpose of clauses 2.1 and 2.2.
 - 10.5 To use whatever reasonable means of access he/she thinks fit over the Easement Area to carry out the works in clause 10.1 to 10.4.
- 11.0 A permit from the New Zealand Defence Force is required to access Easement Area "q-r".
- 12.0 Parts of the easement area have been identified as an archaeological site (I37/a: bullock track) being the line of the original bullock wagon track to Mt Cook Station. As an archaeological site it is protected under the Historic Place Act. It is an offence to destroy, damage or modify an archaeological site without an authority from the New Zealand Historic Places Trust. In particular earthworks that could cause damage to historic values on the easement area will require authority from the New Zealand Historic Places Trust.

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.

[]

DM CM

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

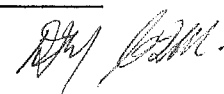
Conservancy Solicitor
Department of Conservation
133 Victoria Street
Christchurch

Auckland District Law Society
REF:4135

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(except for "Law Firm Acting")

DM/CEM

Appendix 5: Form of Easement to be Created over the area shown marked as a dashed orange line and labelled "z7-z8", "z9-z10", "z11-z12" and "z13-z14" on Plan 2 of 3

A handwritten signature in black ink, appearing to be 'D.M. G.M.', is located in the bottom right corner of the page.

3
In Gross Easement: Public Access and Management Access – Version 6

DOC/M-648522 – Braemar Defence Purposes Land – 18 October 2010

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.

DM

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 of Stratum, CT**

--	--	--

Grantor Sumames must be underlined

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

Grantee Sumames must be underlined

H M 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

Signed in my presence by the Grantor
Signature of Witness

(continued on page 4 of Annexure Schedule)

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Occupation

Address

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 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 Grantee; and/or
 - the ecological sustainable management of the land managed by the Grantee.
 - 1.3 "Servient Land" means the land owned by the Grantor and described on page 1.
 - 1.4 "Grantee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes tenants, agents, contractors, licensees and employees of the Minister of Conservation and the Director-General of Conservation; and for the purposes of clause 2.1 only, includes any member of the public.
 - 1.5 "Grantor" means the owner of the Servient Land described on page 1 and includes the Grantor's tenants and invitees.

Standard Easement Terms

Access

2. The Grantee has the right in common with the Grantor:
 - 2.1 To pass and re-pass at any time over and along the Easement Area "z7-z8", z9-z10, z11-z12 and z13-z14 on foot, or by non-motorised vehicle powered by a person or persons.
 - 2.2 To pass and re-pass at any time over and along the Easement Area "z7-z8" z9-z10, z11-z12 and z13-z14 on foot, or by non-motorised vehicle, or by motor vehicle, with or without machinery and implements of any kind, for Management Purposes.
3. The Grantor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Grantor.

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

DM CAM

[Redacted]

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

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

[Redacted] Dated [Redacted] Page [Redacted] of [Redacted] Pages

Exclusion of Schedules

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

Term

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

Temporary Suspension

6. The Grantee and Grantor may by agreement, 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;
 - (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.
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[Handwritten signatures]

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

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

[Empty rectangular box]

Dated

[Empty rectangular box]

Page

[Empty square box]

of

[Empty square box]

Pages

Special Easement Terms

- 9. The standard easement terms contained above must be read subject to any special easement terms set out below.
- 10. The Grantee will in consultation with the Grantor:
 - 10.1 Mark the Easement Area with poles, along the ridge above the true left of Landslip Creek towards Mt Stevenson.
 - 10.2 Erect and maintain stiles and/or gates.
 - 10.3 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; and
 - (c) of the safety issues associated with the adjoining New Zealand Defence Force Land.
 - 10.4 From time to time modify the surface of the Easement Area so that it becomes and remains fit for the purpose of clauses 2.1 and 2.2
 - 10.5 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. The Grantee and the New Zealand Defence Force will develop a Memorandum of Understanding that ensures that public access is managed in a safe and co-ordinated manner.

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
195 Hereford Street
Christchurch

Auckland District Law Society
REF:4135

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Rdy CM