

Crown Pastoral Land Tenure Review

Lease name: CATTLE FLAT(SOUTHLAND)

Lease number: PS 071

Substantive Proposal - Part 4

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

October

08

Concession number: _____

DATED _____

Between

MINISTER OF CONSERVATION
("the Grantor")

and

G.A Young and Co. Limited
("the Concessionaire")

EASEMENT CONCESSION
UNDER CROWN PASTORAL LAND ACT 1998



Department of Conservation
Te Papa Atawhai

THIS DOCUMENT is made this day of

PARTIES:

1. **MINISTER OF CONSERVATION**, ("the Grantor")

2. **G.A YOUNG & Co. LIMITED** ("the Concessionaire")

BACKGROUND

- A. The land described in Item 1 of Schedule 1 as the Servient Land is a Conservation Area or a Reserve under the management of the Grantor.

- B. The land described in Item 2 of Schedule 1 as the Dominant Land is freehold land of the Concessionaire.

- C. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant a Concession for a Concession Activity in a Conservation Area and a Reserve under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

- D. The Concessionaire wishes to carry out the Concession Activity on the Easement Area subject to the terms and conditions of this Document.

- E. The Grantor has agreed to grant the Concessionaire an Easement appurtenant to the Dominant Land over that part of the Servient Land specified as the Easement Area.

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

 "Background" means the matters referred to under the heading "Background" on page 2 of this Document.

 "Compensation" means the amount specified in Item 6 of Schedule 1 and required by the Grantor under section 53 of the Crown Pastoral Land Act 1988 and section 17X of the Conservation Act 1987 for the adverse effects of the Concession Activity on the Crown's or public's interest in the Easement Area.

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

 "Concessionaire" means the registered proprietor for the time being of the Dominant Land and includes the Concessionaire's successors, assigns, executors, and administrators.

 "Concession Activity" means the use of the Easement Area by the Concessionaire for purposes specified in Item 4 of Schedule 1.

 "Conservation Area" has the same meaning as "Conservation area" in section 2 of the Conservation Act 1987.

 "Director-General" means the Director-General of Conservation.

 "Document" means this document and any subsequent amendments and all schedules, annexures, and plans attached to it.

 "Dominant Land" means the land specified in Item 2 of Schedule 1.

“**Easement**” means the Appurtenant Easement granted under this Document by the Grantor to the Concessionaire under section 17Q of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

“**Easement Area**” means that part of the Servient Land specified in Item 3 of Schedule 1.

“**Reserve**” has the same meaning as “reserve” in section 59A of the Reserves Act 1977.

“**Servient Land**” means a Conservation Area being the area more particularly described in Item 1 of Schedule 1.

“**Structure**” includes a bridge, a culvert, and a fence.

“**Term**” means the period of time specified in Item 5 of Schedule 1 during which this Document operates.

“**Working Day**” means the period between any one midnight and the next excluding Saturdays, Sundays and Statutory holidays in the place where the Concession Activity is being carried out.

1.2 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (d) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include other genders;
- (g) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;
- (h) where the Grantor’s consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

1.3 Words used in the Background to this Document have the same meaning given to them in clause 1.1.

2.0 GRANT OF APPURTENANT EASEMENT

2.1 In exercise of the Grantor’s powers under either section 66 or section 68 of the Crown Pastoral Land Act 1998 (whichever is relevant in the circumstances) the Grantor **GRANTS** to the Concessionaire an **EASEMENT APPURTENANT** to the Dominant Land under either section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances) to carry out the Concession Activity on the Easement Area subject to the terms and conditions contained in this Document.

3.0 TERM

3.1 The Easement is for the Term specified in Item 5 of Schedule 1.

4.0 COMPENSATION

- 4.1 The Concessionaire must pay to the Grantor in the manner specified by the Grantor the Compensation specified in Item 6 of Schedule 1.
- 4.2 Under section 53 of the Crown Pastoral Land Act 1998 the Grantor waives any requirement for rent on the basis that the costs of setting and collecting the rent would exceed any rent which may be collected.

5.0 OTHER CHARGES

- 5.1 In addition to Compensation, the Concessionaire must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which may become payable in relation to the Easement Area and which are attributable to the Concessionaire's use of or activity on the Easement Area.

6.0 CONCESSION ACTIVITY

- 6.1 The Concessionaire is not to use the Easement Area for any purpose other than the Concession Activity.

7.0 COMPLIANCE

- 7.1 The Concessionaire will comply where relevant:
 - (a) with the provisions of any conservation management strategy or conservation management plan under Part IIIA of the Conservation Act 1987 together with any amendment or review of any strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
 - (b) with the Conservation Act 1987, the Reserves Act 1977, the Resource Management Act 1991 and the Health and Safety in Employment Act 1992 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Area or affecting or relating to the Concession Activity.

8.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 8.1 The Concessionaire must not erect or bring on to the Easement Area any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.
- 8.2 The Concessionaire must keep and maintain any Structures, and facilities on and alterations to the Easement Area in good repair.
- 8.3 On expiry or early termination of this Document either as to the whole or any part of the Easement Area, the Concessionaire will not be entitled to compensation for any improvements and any Structure or facilities remaining on the Easement Area are to become the property of the Grantor.
- 8.4 If requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at the Concessionaire's own expense all damage done by the removal and must leave the Easement Area in a clean and tidy condition to the satisfaction of the Grantor.

9.0 PROTECTION OF THE ENVIRONMENT

- 9.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:
 - (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Easement Area; or
 - (b) bring any plants, or animals (except those stipulated in Item 4 of Schedule 1) on to the Easement Area; or

- (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or
- (d) pile or store materials in any place on the Easement Area where they may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Easement Area; or
- (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Easement Area; or
- (g) disturb or allow stock to disturb any stream or watercourse on the Easement Area; or
- (h) light any fire on the Easement Area.

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

- (a) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Easement Area or any Structure or facility on the Easement Area;
- (b) comply strictly with the provisions of the Biosecurity Act 1993.

9.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 9

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

9.5 The Concessionaire may for purposes of the Concession Activity take onto or use vehicles on the Easement Area on existing formed access tracks only.

10. TEMPORARY SUSPENSION

10.1 The Grantor may, at any time in exercise of the Grantor's powers, close all or part of the Easement Area for such period as she/he considers necessary.

11.0 TERMINATION

11.1 The Grantor may terminate this Document by notice in writing to the Concessionaire if:

- (a) the Concessionaire breaches any terms of this Document; and
- (b) the Grantor has notified the Concessionaire in writing of the breach; and
- (c) the Concessionaire does not rectify the breach within 28 days of receiving notification.

11.2 Immediately on termination the Concessionaire must execute a surrender of this Document if the Grantor so requires it.

12.0 INDEMNITIES AND INSURANCE

12.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, agents, contractors, licensees or invitees or otherwise caused as a result of its use of the Easement Area or the Concessionaire's carrying out of the Concession Activity on the Easement Area.

- 12.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.
- 12.3 Without prejudice to or in any way limiting its liability under clause 12.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:
- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Easement Area and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 7 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 8 of Schedule 1; and
 - (b) statutory liability insurance for the amount specified in Item 9 of Schedule 1; and
 - (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 10 of Schedule 1.
- 12.4 With respect to clause 12.3 the Concessionaire must before commencing the Concession Activity and on each renewal of insurance, provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.

13.0 ASSIGNMENT

- 13.1 The Concessionaire is not to transfer, sublicense, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it without the prior written consent of the Grantor. The Grantor may, in the Grantor's discretion, decline to grant consent under this clause.
- 13.2 If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document unless the Grantor otherwise provides in writing.
- 13.3 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 13.4 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

14.0 DISPUTE RESOLUTION AND ARBITRATION

- 14.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 14.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to mediation with a mediator agreed between the parties.
- 14.3 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Easement Area is located is to appoint the mediator.
- 14.4 In the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions of the Arbitration Act 1996 will apply.

14.5 Notwithstanding any provision to the contrary in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the District Law Society in the region in which the Easement Area is located is to appoint the arbitrator. The arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

14.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.

14.7 The parties agree that the results of any arbitration are to be binding on the parties.

15.0 NOTICES

15.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 11 of Schedule 1.

15.2 A notice given in accordance with clause 15.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.

16.0 RELATIONSHIP OF PARTIES

16.1 Nothing expressed or implied in this Document shall be construed as:

- (a) conferring on the Concessionaire any right of exclusive occupation or use of the Easement Area;
- (b) preventing the Grantor from granting similar concessions to other persons;
- (c) derogating from the rights of the Grantor and the public to have access across the Easement Area.

17.0 SPECIAL CONDITIONS

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

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

Signed by : Kevin James O'Connor

for and on behalf of
the Minister of Conservation
pursuant to a written delegation (or designation as the case may be)
in the presence of :

Witness:
Occupation:
Address:

Signed by : Geoffrey Alan Young

as Concessionaire
in the presence of :

Witness :
Occupation :
Address :

SCHEDULE 1

1. **Servient Land:** *(see definition of Servient Land in clause 1.1)*
2. **Dominant Land:** *(see definition of Dominant Land in clause 1.1)*
3. **Easement Area:** 10 metres wide along the existing farm tracks (marked s, t, u, v, x1, on the designation plan), being 5 metres by 5 metres on either side of the track's centre line.
4. **Concession Activity:** Access through the Conservation Area for:
a) farm management purposes and stock, foot, horse, motor vehicles, machinery and implements, guns and farm dog access only along s, t, u, v, x1.
5. **Term:** In perpetuity commencing on the date of registration of this document.
6. **Compensation:** \$ One peppercorn (if demanded) payable on date of registration of this document.
7. **Public Liability General Indemnity Cover:** *(see clause 12.3)*
for \$1,000,000
8. **Public Liability Forest & Rural Fire Act Extension:** *(see clause 12.3)*
for \$1,000,000
9. **Statutory Liability Insurance** *(see clause 12.3)*
for \$20,000
10. **Other Types of Insurance:** *(see clauses 12.3)*
for \$ non applicable
11. **Address for Notices (including facsimile number):** *(see clause 15)*
 - (a) Grantor

C/O PO Box 743
INVERCARGILL
Fax (03) 214 4486
 - (b) Concessionaire

Cattle Flat Station
RD 6
GORE
Southland

SCHEDULE 2

Special Conditions

1. In carrying out the Concession Activity the Concessionaire must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Appendix 10: Form of Easement for Management Purposes (a2-a3, a-b, a1-l, l-a4, i-i1-i2, n-o, c-b, b-d, e-f, i1-j-k, j-r-z) to be Created

**TRANSFER GRANT OF
EASEMENT IN GROSS**

1. Access for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Land Transfer Act 1952

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

Land Registration District

Southland

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

Transferor Surnames must be underlined

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

Transferee Surnames must be underlined

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

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

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

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

Operative Clause

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

Dated this _____ day of _____

Attestation

Signed by acting under written delegation from the Commissioner of Crown Lands	Signed in my presence by the Transferor Signature of Witness	(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 Transferor		

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

Solicitor for the Transferee

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

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

Dated

Page

of

Pages

Definitions

1. In this transfer unless the context otherwise requires:
 - 1.1 "Easement Area" means that part of the Servient Land being 10 metres wide which is marked "a2-a3, a-b, a1-l, l-a4, i-il, il-i2, n-o, c-b, b-d, e-f, il-j-k, j-r-z on designations plan" on Deposited Plan/S.O. Plan No [].
 - 1.2 "Management Purposes" means:
 - The protection of a significant inherent value of the land managed by the Transferee.
 - The management of the land administered by the Transferee in a way that is ecologically sustainable.
 - 1.3 "Servient Land" means the land owned by the Transferor and described on page 1.
 - 1.4 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation.
 - 1.5 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

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

Exclusion of Schedules

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

Term

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.
Otaco-37213 Easement in Gross Templ.doc
docDM-247119 - Cattle Flat/The Henroost - Doc management purposes easement (prev otaco-47367) January 2008

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

Temporary Suspension

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

Dispute Resolution

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

Notice

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

Special Easement Terms

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.
- 11 The parties agree that if the Easement Area is washed out or damaged, to the extent that it cannot reasonably be repaired and/or reinstated to allow the access provided for in this easement, the parties will identify an alternative route to provide continued access (subject to agreement as to costs).
- 11.1 Such alternative access will be formalised by way of easement on the same terms and conditions as this easement.
- 11.2 Upon registration of the new easement to provide the alternative access, this current easement will be terminated.
- 11.3 Payment of the costs associated with the identification, registration and formation of the alternative access (including all survey, legal and registration costs) will be agreed between the parties. If no agreement as to costs is reached then the requirement to enter into an alternative easement will lapse.

Continuation of "Attestation"

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

under a written delegation in the _____)
presence of: _____)

Witness (Signature)

Name _____

Address _____

Occupation _____

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

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

TRANSFER GRANT OF EASEMENT IN GROSS

1. 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 11: Form of Easement for Public Access Purposes (a2-a3, a-b, b-d, e-f, a4-l, a1-l, n-o, b-c) be Created

Section 90, 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

Southland

Unique Identifier(s) or C/T(s)	All/Part	Area/description of part or stratum
	All	

	All	
--	-----	--

Transferor

Surname(s) must be underlined

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

Transferee

Surname(s) must be underlined

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

Estate or Interest to be transferred, or easement(s) or profit(s) à prendre to be created
State if fencing covenant imposed.

Public Access Easement in Gross under section 12 of the Reserves Act 1977 (continued on pages 2, 3 and 4 of Annexure Schedule).

Operative Clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this _____ day of _____

Attestation

If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule.

	<p>Signed in my presence by the Transferor</p> <p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature [common seal] of Transferor</p>	

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Transferee

Annexure Schedule

Transfer Instrument 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 "a2-a3, a-b, b-d, e-f, a4-l, a1-l, n-o, b-c on Designations Plan " on Deposited Plan/S.O. Plan No [].
 - 1.2 "Servient Land" means the land owned by the Transferor and described on page 1.
 - 1.3 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public.
 - 1.4 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

- 2.1 The Transferee has the right in common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot, or on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
- 2.2 The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area.

Exclusion of Implied Rights and Powers

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

Term

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

All signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

Transfer Instrument Dated Page of Pages

Temporary Suspension

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

Dispute Resolution

6.1 If a dispute arises between the Transferor and Transferee concerning the rights created by this transfer the parties are to enter into negotiations in good faith to resolve it.

6.2 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.

6.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Servient Land is situated.

6.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

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

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

7.2 If clause 7.1(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.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

Transfer Instrument Dated Page of Pages

7.3 If clause 7.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

Special Easement Terms

8.1 The standard easement terms contained above must be read subject to any special easement terms set out below.

8.2 The sections of the Easement Area marked *a4-l, a1-l, n-o, b-c* on the designation plan shall be closed to members of the public for lambing purposes only between 1st September and 15th November (these dates are inclusive). During these periods access to members of the public is to be made available with prior agreement of the Transferor (which is not to be unreasonably withheld) if the Easement Area is not being used for lambing purposes.

8.3 The sections of the Easement Area marked *a2-a3, a-b, b-d, e-f* on the designation plan shall be closed to members of the public for lambing purposes only between 1st September and the Thursday before Labour Weekend (these dates are inclusive).

8.4 Pursuant to clauses 8.2 and 8.3, the Transferor must obtain the prior consent, such consent not to be unreasonably withheld, of the Area Manager, Murihiku Area Office, Department of Conservation, Invercargill, should any additional closures be required.

8.5 The Transferee (not being a member of the public) has the right:

8.5.1 To maintain and erect stiles.

8.5.2 To maintain and install gates no less than 1 metre in width.

8.5.3 To erect and maintain signs informing the public of:

a) the location of land managed by the Crown and available for public access and recreation; and

b) their rights and responsibilities in relation to the Easement Area.

8.6 No firearms or dogs are permitted on the Easement Area.

8.7 The Transferor reserves the right to close access to members of the public for periods of up to 2 hours for the movement of stock at point *f*.

8.8 The parties agree that if the Easement Area is washed out or damaged, to the extent that it cannot reasonably be repaired and/or reinstated to allow the access provided for in this easement, the parties will identify an alternative route to provide continued access (subject to agreement as to costs).

All signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

Transfer Instrument Dated Page of Pages

- 8.8.1 Such alternative access will be formalised by way of easement on the same terms and conditions as this easement.
- 8.8.2 Upon registration of the new easement to provide the alternative access, this current easement will be terminated.
- 8.8.3 Payment of the costs associated with the identification, registration and formation of the alternative access (including all survey, legal and registration costs) will be agreed between the parties. If no agreement as to costs is reached then the requirement to enter into an alternative easement will lapse.

Continuation of "Attestation"

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

under a written designation in the)
presence of:)

Witness (Signature)

Name _____
Address _____
Occupation _____

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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

Southland

[Empty box]

Unique Identifier(s) All/Part Area/description of part or stratum or C/T(s)

All

Transferor

Surname(s) must be underlined

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

Transferee

Surname(s) must be underlined

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

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created
State if fencing covenant imposed.

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

Operative Clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this _____ day of _____

Attestation

If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule.

	<p>Signed in my presence by the Transferor</p> <p>_____</p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
	<p>Signature [common seal] of Transferor</p>

Certified correct for the purposes of the Land Transfer Act 1952

[Empty box]

[Solicitor for] the Transferee

Appendix 12: Form of Easement for Public Access Purposes (i-11-i2) to be Created

Annexure Schedule

Transfer Instrument 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 "[i-i1-i2 on designations plan]" on Deposited Plan/S.O. Plan No [].
 - 1.2 "Servient Land" means the land owned by the Transferor and described on page 1.
 - 1.3 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public.
 - 1.4 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

- 2.1 The Transferee has the right in common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot, or on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
- 2.2 The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area.

Exclusion of Implied Rights and Powers

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

Term

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

All signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

Transfer Instrument Dated Page of Pages

Temporary Suspension

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

Dispute Resolution

6.1 If a dispute arises between the Transferor and Transferee concerning the rights created by this transfer the parties are to enter into negotiations in good faith to resolve it.

6.2 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.

6.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Servient Land is situated.

6.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

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

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

7.2 If clause 7.1(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.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

Transfer Instrument Dated Page of Pages

7.3 If clause 7.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

Special Easement Terms

8.1 The standard easement terms contained above must be read subject to any special easement terms set out below.

8.2 Clause 2.1 is deleted and replaced with the following;

2.1 The Transferee has the right in common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot, or on or accompanied by horses, or by motorised or non-motorised vehicle powered by a person or persons.

8.3 The Transferee has the right:

8.3.1 To mark the Easement Area as appropriate.

8.3.2 To erect and maintain styles.

8.3.3 To maintain and install gates no less than 1 metre in width.

8.3.4 To erect and maintain signs informing the public:

(a) of the location of 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

8.3.5 to use whatever reasonable means of access she thinks fit over the Easement Areas to carry out the works in clause 8.3.1 to 8.3.4

8.4 Before erecting any signs referred to in 8.3.1, the Transferee will consult the Transferor regarding the design of the signs and their wording.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

Transfer Instrument Dated Page of Pages

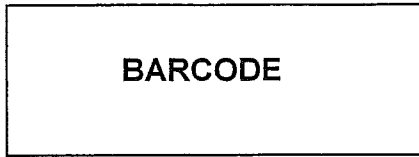
Continuation of "Attestation"	
Signed for and on behalf of)
Her Majesty the Queen by)
under a written delegation in the)
presence of:)

Witness (Signature)	
Name _____	
Address _____	
Occupation _____	

All signing parties and either their witnesses or solicitors must sign or initial in this box.

Appendix 13: Form of Sustainable Management Covenant (SMC) to be Created

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



Land Registration District

Unique Identifier(s) or C/T(s)	All/Part	Area/Description of part or stratum
<input type="text"/>	<input type="text"/>	<input type="text"/>

Encumbrancer *Surname(s) must be underlined*

Encumbrancee *Surname(s) must be underlined*

Estate or interest to be encumbered *Insert eg. Fee simple; Leasehold in Lease No. etc.*

Encumbrance Memorandum Number

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

Operative Clause *Delete words in [], as appropriate*

Dated this day of 20

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

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Encumbrancee

Annexure Schedule 1

Encumbrance
Instrument

Dated

Page 2 of Pages

Terms

Continue on additional Annexure Schedule(s), if required

1. Length of term – see additional Annexure Schedules

2. Payment date(s) – see additional Annexure Schedules

3. Rate(s) of interest – see additional Annexure Schedules

4. Event(s) in which the sum, annuity or rentcharge becomes payable – see additional Annexure Schedules

5. Event(s) in which the sum, annuity or rentcharge ceases to be payable – see additional Annexure Schedules

Covenants and conditions

Continue on additional Annexure Schedule(s), if required

Continued on additional Annexure Schedules.

Modification of statutory provisions

Continue on additional Annexure Schedule(s), if required

Due to the continuing nature of the covenants contained in this deed, any repayment of the annual rentcharge shall not discharge this deed or release the Grantor from, nor constitute the satisfaction of, the Grantor's obligations under this deed during the subsistence of this deed. To that end, section 81 of the Property Law Act 1952 shall not apply. Section 104 of the Property Law Act 1952 applies to the encumbrance created by this deed but the Commissioner shall be entitled to none of the powers and remedies given to encumbrancees by the Property Law Act 1952 and the Land Transfer Act 1952

All signing parties and either their witnesses or solicitors must sign or initial in this box

Annexure Schedule



Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated

Page 1 of 10 Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Covenants and Conditions":

Introduction

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

Interpretation

In this deed:

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

In this deed, unless the context otherwise requires:

- (a) where the Grantor comprises more than one person, the terms and conditions contained in this deed shall bind each such person jointly and severally;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated

Page 2 of 10 Pages

(Continue in additional Annexure Schedule, if required.)

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

The parties agree as follows:

Covenant

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

Default

- 2.1 If more than the permitted number of the Grantor's sheep or cattle enters onto the Land or stock not permitted to be grazed on the Land enters onto the Land, the Grantor must:
 - (a) immediately notify the Commissioner, providing details of the type and numbers of stock on the Land; and
 - (b) remove the stock from the Land within five calendar days of the date that the Grantor first became aware that the stock had entered the Land or the date specified in any notice that may be given to the Grantor by the Commissioner (or its authorised agent) requiring the stock to be removed (whichever is the earlier date).
- 2.2 In the event that the Grantor fails to remove the sheep from the Land within five calendar days of the date referred to in clause 2.1(a), the Commissioner may remove the stock and will be entitled to recover from the Grantor on demand, as a debt due by the Grantor to the Commissioner, all costs incurred by the Commissioner or its agents in removing that stock from the Land.
- 2.3 To better secure the performance of the covenants contained in this deed by the Grantor, the Grantor hereby encumbers the Land for the benefit of the Commissioner with an annual rentcharge to be paid by the Grantor to the Commissioner in accordance with this deed.
- 2.4 Subject always to clause 2.5, the Grantor shall pay to the Commissioner an annual rentcharge as follows:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated

Page 3 of 10 Pages

(Continue in additional Annexure Schedule, if required.)

- (a) on the first anniversary of the date of this deed, the sum of \$10,000.00.
- (b) on each subsequent anniversary of the date of this deed, the sum equivalent to the amount of the annual rentcharge payable on the preceding anniversary of the date of this deed but adjusted in accordance with any change in the CPI, such adjustment to be calculated as follows:

$$NRC = \frac{RC \times B}{A}$$

Where:

NRC is the new annual rentcharge payable by the Grantor

RC is the annual rentcharge payable by the Grantor on the preceding anniversary of the date of this deed

B is the most recently-published quarterly CPI figure

A is the CPI figure for the equivalent quarter date 1 year earlier

- (c) Notwithstanding anything to the contrary, in no circumstances shall the amount of the annual rentcharge payable by the Grantor be less than \$10,000.00.

2.5 If, during the 12 months preceding any day upon which the annual rentcharge is payable, there has been no substantial breach by the Grantor of any of the covenants contained in this deed, then the annual rentcharge payable on that day shall be waived and shall not be payable.

Notices

3.1 Each notice or other communication under this deed is to be in writing, is to be sent by facsimile, personal delivery or by post to the addressee at the facsimile number or address provided by each party from time to time, and is to be marked for the attention of the person or office Grantor (if any), from time to time designated for that purpose by the addressee to the other party.

3.2 No communication is to be effective until received. A communication will be deemed to be received by the addressee:

- (a) in the case of a facsimile, on the working day on which it is despatched or, if despatched after 5.00 p.m. on a working day, or, if despatched on a non-working day, on the next working day after the date of dispatch;
- (b) in the case of personal delivery (including, but not limited to, courier by a duly authorised agent of the person sending the communication), when delivered; and
- (c) in the case of a letter, on the fifth working day after mailing and the sender providing the addressee with confirmation of mailing by telephone or facsimile.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated

Page 4 of 10 Pages

(Continue in additional Annexure Schedule, if required.)

General

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

Dispute Resolution

- 5.1 If any dispute or difference arises between the Grantor and the Commissioner in any way arising out of, or in connection with, this deed, then, subject also to the application of section 17 of the Land Act 1948 (as the case may be) the following shall apply:
 - (a) the parties shall enter into negotiations in good faith to resolve the dispute;
 - (b) if the dispute is not resolved within one calendar month from the date on which the parties begin their negotiations, submit the dispute to the arbitration of a single arbitrator appointed jointly by the parties.
 - (c) if the parties cannot agree on the appointment of an arbitrator within 10 working days, then the arbitration shall be carried out by an independent arbitrator appointed by the President of the Wellington District Law Society; and
 - (d) such arbitration shall be determined in accordance with the Arbitration Act 1996.

Severance

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

Assignment

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

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated

Page 5 of 10 Pages

(Continue in additional Annexure Schedule, if required.)

First Schedule

All that parcel of land containing 2120 ha more or less being Section 1 Survey Office Plan 11854 as shown highlighted in yellow on the designations plan attached hereto.

Second Schedule

Stocking Limitations:

1. The Grantor shall exercise due care in stocking the Land and shall at all times graze the Land in a manner that provides for the restoration of the vegetation cover and its ability to protect the soil.
2. The Grantor shall use reasonable endeavours through mustering, salt blocks or other management techniques to prevent stock from over grazing any area within the Land.
3. The Grantor shall permit or allow a maximum of 300 sheep per annum onto the Area at any one time.
4. The Grantor shall permit or allow a maximum of 150 cattle onto the Area (providing such cattle are on the Area for no longer than four months each year and only between the months of June and September).
5. Notwithstanding clauses 3 and 4 the Grantor may, with the prior written consent of the Commissioner (the Commissioner having regard to the programme of soil and vegetation monitoring to be undertaken pursuant to clause 17 in granting such consent), carry such additional number of stock on the Land on such terms and conditions as may be specified in the Commissioner's consent and subject to the Commissioner's right to revoke or vary such consent at any time.
6. Notwithstanding clauses 3, 4 and 5 the Commissioner may, having regard to the programme of soil and vegetation monitoring to be undertaken pursuant to clause 17 by notice in writing reduce the number of stock allowed on the Land on such terms and conditions as may be specified in the Commissioner's Notice and subject to the Commissioner's right to revoke or vary such notice at any time.
7. The Grantor shall at all times graze the Land in a manner to promote soil conservation and prevent erosion and shall at all times comply with the Soil Conservation and Rivers Control Act 1941.

Weed/Pest Control:

8. The Grantor shall maintain all fences on the Land.
9. The Grantor shall actively manage pests and weeds on the Land to assist with the covenant goal of the restoration of vegetation cover by:
 - (a) sustained control of all rabbits and other vermin; and,
 - (b) sustained control to contain the spread, and reduce the populations of all noxious weeds and wilding trees with the potential to spread.

The Grantor shall also comply shall comply strictly with the provisions of the Biosecurity Act 1993.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated _____

Page **6** of **10** Pages

(Continue in additional Annexure Schedule, if required.)

10. The Grantor agrees that warranted officers and employees of the Department of Conservation or other authorised persons shall at all times have a right to enter upon the Land for the purposes of:
- (a) determining whether the Land is infested with noxious weed; and,
 - (b) destroying any such noxious weed;
- provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Grantor's stock.
11. Pursuant to the provisions of the Wild Animal Control Act 1977 warranted officers and employees of the Department of Conservation or other authorised persons shall at all times have a right to enter upon the Land for the purposes of determining whether the Land or any adjoining land is infested with vermin which the Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals, provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Grantor's stock.

Other conditions:

- 12. The Grantor shall not cut, fell, harm or destroy any indigenous tree or shrubs on the Land.
- 13. The Grantor shall not burn or permit to be burned any tussock, scrub or grass on the Land.
- 14. The Grantor shall not use or remove soil, gravel or sand on or from the Land or otherwise injure the surface of the Land.
- 15. The Grantor shall not divert or alter the channel or course of any stream.
- 16. Subject to the Grantor complying with all statutory requirements, including the obtaining of all necessary consents, the Grantor shall be entitled to undertake fencing and minor tracking to facilitate better stock management and in doing so will use best practice to minimise any injury to the surface of the land.

Agreement as to Soil and Vegetation Monitoring :

17. The Grantor shall undertake a programme of soil and vegetation monitoring as follows:
- (a) The Commissioner shall engage a suitably qualified ecologist who is acceptable to the Grantor to establish the transects and photo points described under 17.(c) at the Commissioner's cost.
 - (b) The Grantor shall engage a suitably qualified ecologist who is acceptable to the Commissioner to carry out at 5 year intervals the system of vegetation and soil monitoring established by the Commissioner and as described in clause "(c) Methodology" below.
 - (c) Methodology:

The monitoring programme is to be undertaken as follows:
 - (i) Six 50 metre transects are to be established by the Commissioner's ecologist to establish a baseline suitable for assessing the ecological condition of the land and these are to be

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated

Page 7 of 10 Pages

(Continue in additional Annexure Schedule, if required.)

re-measured five yearly by the Grantor's ecologist, the cost of re-measuring shall be met by the Grantor.

(ii) The following information is to be recorded from each transect at five yearly intervals:

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

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

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

Cover Classes

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

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

Species Present

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

Point Heights

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

(iii) Twelve photo points are to be established by the Commissioner or his ecologist to establish a baseline. Repeat photographs are to be taken at 5 (five) year intervals thereafter by the Grantor or his ecologist. On each transect, photos will be taken with a standard lens (55mm) looking up and down the line. Photos are to be re-taken from the same points at three yearly intervals. Photos should be taken at the same time of year (within a 30 day period); a similar time of day; and under similar weather conditions. Photos should be oriented in horizontal (landscape) mode. Photo points should be permanently marked by a metal standard and numbered consecutively, and GPS coordinates taken to enable relocation.

(iv) The Grantor shall within a reasonable period following monitoring provide the Commissioner or his agent a copy of the results from the monitoring, photos of the twelve photo points, records of the stock type and numbers and time and duration of stocking for each block and an analysis of the information gathered which leads to an assessment of the condition and trend in the vegetation cover and the effect of the grazing carried out on these, the cost of which shall be met by the Grantor.

18. Except as otherwise stated, the cost of the vegetation monitoring programme and field observations is to be met by the Grantor.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated

Page 8 of 10 Pages

(Continue in additional Annexure Schedule, if required.)

19. The Grantor shall review the results of the monitoring and shall use this information in conjunction with information gained from annual field observations to make adjustments to the management of the land including stock type and numbers and timing and duration of stocking for each block.
20. The Commissioner shall, after consultation with the Grantor, review the results of such a programme of soil and vegetation monitoring at the end of every 5 year period for the purposes of determining whether stock limitations affecting the Land ought to be varied for the purpose of achieving the objects of the covenant and clause 1 of this schedule.
21. The Grantor grants to the Commissioner, and any duly authorised agent of the Commissioner, a right of access onto the Land for the purposes of monitoring the Grantor's compliance with the covenants contained in this deed.
22. If, in his sole discretion, the Commissioner determines that the soil and vegetation monitoring discloses that the goal of the covenant to restore and maintain thereafter vegetation cover on the Land is not being achieved due to the grazing of the Land, the Commissioner may require that this deed be varied from time to time in respect of (without limitation):
 - (a) restricting the numbers, ages or types of stock permitted to graze on the Land; and
 - (b) restricting the periods of time or times of the year during which stock may be permitted to graze on the Land; and,
 - (c) restricting grazing on parts of the Land.
 - (d) destocking the land entirely if actions under (a), (b) and (c) will not provide sufficient control to remedy any deterioration identified.
23. The Grantor must sign all documents and do all things necessary to register any variation of this deed under clause 22, at the Grantor's cost.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated _____

Page 9 of 10 Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Attestation":

Executed as a deed

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

)
)
) _____

Witness Signature

Witness Name

Occupation

Address

SIGNED by G. A. Young & Co. Limited
by two of its directors

)
)
) _____
)
) _____

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated []

Page 10 of 10 Pages

(Continue in additional Annexure Schedule, if required.)

Consent of Mortgagee to Sustainable Management Covenant

Computer Freehold Register/Computer Leasehold Register []

[] as mortgagee under and by virtue of Memorandum of Mortgage number [] hereby consents to the attached Sustainable Management Covenant being registered against computer freehold register/computer leasehold register [] subject to and without prejudice to its rights and remedies under the said mortgage.

Dated this [] day of []

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

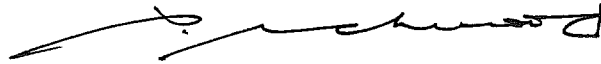
If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Appendix 9: Form of Easement Concession 3 (s, t, u, v, x1) to be Created

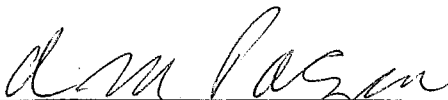
Execution Section

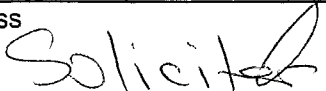
This Proposal (including the schedules and appendices) is signed by the Commissioner and the Holder as a binding agreement.

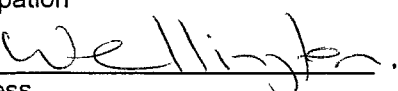
SIGNED for and on behalf of the
Commissioner of Crown Lands
by **Brian John Usherwood**



pursuant to a delegation under the
Crown Pastoral Land Act 1998 in
the presence of:

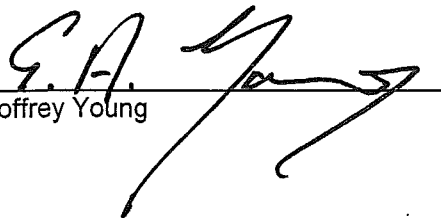


Witness


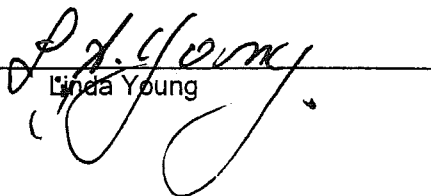
Occupation


Address

SIGNED for and on behalf of the
Holder by two of its directors:



Geoffrey Young



Linda Young