

# **Crown Pastoral Land Tenure Review**

**Lease name : CORA LYNN**

**Lease number : PC 116**

## **Substantive Proposal**

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

**JULY**

**14**

EXECUTION  
COPY

**PROPOSAL FOR REVIEW OF CROWN LAND**

**Under Part 2 of the Crown Pastoral Land Act 1998**

**Date:** 6 March 2014

**Parties**

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**Holder:** Wilderness Lodge Arthurs Pass Limited  
c/o Cuffs Limited  
Level 2  
Como House  
51 Tancred Street  
Hokitika 7810

**Commissioner of Crown Lands:**

C/- The Portfolio Manager  
Crown Property & Investment  
Land Information New Zealand  
112 Tuam St  
Private Bag 4721  
Christchurch

**The Land**

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**1. Pastoral Lease**

**Lease:** Cora Lynn

**Legal Description:** Part Run 327, Section 1 Survey Office Plan 14937, Section 1 Survey Office Plan 14938, Sections 2-4 Survey Office Plan 14939, Section 1 Survey Office Plan 14940, Section 1 and 2 Survey Office Plan 14941 and Section 1 Survey Office Plan 19699.

**Area:** 2,043.8073 hectares approximately

**Certificate of Title/Unique Identifier:** CB5D/1389 (Canterbury Registry)

**2. Government Purposes Reserve**

**Legal Description:** Part Reserve 379, situated in Block XVI Bealey SD and Block XIII Hawdon SD

**Area:** 111.2377 hectares approximately

**Status:** Government Purposes Reserve held under the Reserves Act 1977 by NZ Gazette 1865 p. 210

**Certificate of Title/Unique Identifier:** No registration

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### **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 Schedules One and Two; and
  - (b) The Freehold Land (shown edged in green on the Plan) is to be disposed by freehold disposal to the Holder as set out in Schedule Three; and
  - (c) The Government Purposes Reserve Land (shown edged in pink on the Plan) is to remain as reserve as set out in Schedule Two; and
  - (d) The Freehold Land (shown edged in green and cross hatched in black on the Plan) is to be disposed of by freehold disposal by way of exchange to the Holder as set out in Schedule Three.
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**2 Conditions**

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

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**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.

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**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.

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**5 Commissioner's Payment**

- 5.1 The Commissioner shall pay the Commissioner's Payment to the Holder on the Settlement Date. This clause 5.1 is subject to clause 4.1 of the Notice.
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- 5.2 No interest shall be payable to the Holder by the Commissioner in respect of the Commissioner's Payment, including (without limitation) for the period from the Vesting Date to the Settlement Date.

## **6 Vesting of Crown Land**

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

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

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

## **8 Registration of Documents**

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

## **9 Consents**

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- 9.1 The Holder must obtain the written consent to the Holder's acceptance of this Proposal from all persons having an interest in the Land (other than the Holder), including, but not limited to:
- (a) any Mortgagee(s);
  - (b) any party entitled to the benefit of a land improvement agreement registered against the Lease and/or the Land; and
  - (c) any other person that the Commissioner reasonably believes has an interest in the Land or who the Holder reasonably believes has an interest in the Land, whether registered or not.
- 9.2 The consents required under clause 9.1 must be in a form acceptable to the Commissioner in all respects and be returned to the Commissioner with this Proposal on its acceptance by the Holder. Examples of the form of consents required under clause 9.1 are set out in Appendix 1.
- 9.3 The Holder must also obtain, and provide to the Commissioner if requested, **all consents** necessary for the Holder to accept this Proposal **including (without limitation) any:**
- (a) corporate and/or trustee consents; and
  - (b) consent required under the Overseas Investment Act 2005 and its regulations and any subsequent legislation.
- 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.
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- 9.5 If required by the Mortgagee, the Commissioner will provide an undertaking that, subject to the provisions of clause 7 being satisfied, the Commissioner will register the discharge of the Mortgage and register any new mortgage against the certificate of title for Freehold Land at the same time as the certificate of title for the Freehold Land issues.

## **10 Continuation of Lease**

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

## **11 Fencing and Construction Works**

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- 11.1 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, the Commissioner will, subject to clauses 11.2 and 14.4, erect at the Commissioner's cost new fencing:
- (a) approximately along the line marked "Fences" 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;
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- (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**

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- 12.1 Rent payable under the Lease in respect of the Freehold Land shall be apportioned as follows:
- (a) Rent paid or payable will be apportioned on the Settlement Date as at the Settlement Date and either deducted from or added to (as the case may be) the amount required to settle.
  - (b) Notwithstanding that the Lease continues in effect until a certificate of title issues for the Freehold Land, the Holder shall not be required to pay any rent under the Lease for the Freehold Land from the Settlement Date.
- 12.2 Rent paid or payable under the Lease for the Crown Land will be apportioned on the Settlement Date as at the Vesting Date and either deducted from or added to (as the case may be) the amount required to settle.
- 12.3 All rates, levies, and all other incomings and outgoings and other charges receivable from or charged upon the Freehold Land will, unless otherwise agreed by the parties, be apportioned on the Settlement Date as at the Settlement Date.
- 12.4 All rates, levies and all other incomings and outgoings and other charges receivable from or charged upon the Crown Land will be apportioned on the Settlement Date as at the Vesting Date and either deducted from or added to (as the case may be) the amount required to settle.
- 12.5 Following the date that a certificate of title issues for the Freehold Land, the Commissioner will undertake a final apportionment and either the Commissioner will pay to the Holder, or the Holder will pay to the Commissioner, any additional amounts due because of any payments made or received by one party on behalf of the other for the period from the Settlement Date to the date on which a new certificate of title issues for the Freehold Land.
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**13 Risk**

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

**14 Survey**

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

**15 Holder's Acknowledgements**

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

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

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

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**17 Acceptance**

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

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**18 Solicitors Certificate**

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

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**19 Default**

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

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**20 Goods and Services Tax**

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

## **21 Lowest price**

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

## **22 Costs**

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

## **23 No nomination or assignment**

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

#### **24 Recreation Permit**

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

#### **25 Consents for Activities**

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

#### **26 General**

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- 26.1 This Proposal and the Notice:
- (a) constitute the entire understanding and agreement between the Commissioner, the Crown and the Holder in relation to the Tenure Review; and
  - (b) supersede and extinguish all prior agreements and understandings between the Crown, the Commissioner and the Holder relating to the Tenure Review.
- 26.2 Each provision of this Proposal will continue in full force and effect to the extent that it is not fully performed at the Settlement Date.
- 26.3 The Holder must comply with the Commissioner's requirements for the implementation and settlement of the Tenure Review contemplated by this Proposal.
- 26.4 The Commissioner and the Holder will sign and execute all deeds, agreements, schedules and other documents and do all acts and things as may be reasonably required by the other to effectively carry out and give effect to the terms and intentions of this Proposal.
- 26.5 This Proposal is governed by, and must be construed under, the laws of New Zealand and the Commissioner and the Holder irrevocably submit to the jurisdiction of the New Zealand courts or other New Zealand system of dispute resolution.
- 26.6 The illegality, invalidity or unenforceability of any provision in this Proposal will not affect the legality, validity or enforceability of any other provision.
- 26.7 In relation to notices and other communications under this Proposal:
- (a) each notice or other communication is to be in writing, and sent by facsimile, personal delivery or by post to the addressee at the facsimile number or address, and marked for the attention of the person or office holder (if any), from time to time designated for that purpose by the addressee to the other party. Other than the address to which the Holder is to send its acceptance of this Proposal (which the Commissioner will specifically notify the Holder of) the address, person or office holder (if any) for each party is shown on the front page of this Proposal;
  - (b) no communication is to be effective until received. A communication will be deemed to be received by the addressee:
    - (i) in the case of a facsimile, on the working day on which it is despatched or, if despatched after 5.00 p.m. on a working day or, if despatched on a non-working day, on the next working day after the date of dispatch;
    - (ii) in the case of personal delivery (including, but not limited to, courier by a duly authorised agent of the person sending the communication), on the working day on which it is delivered, or if delivery is not made on a working day, on the next working day after the date of delivery; and
    - (iii) in the case of a letter, on the fifth working day after mailing (postage paid).
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## 27 Interpretation

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### 27.1 Definitions

In this Proposal unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 27.2 Construction of certain references

In this Proposal, unless inconsistent with the context:

- (a) a reference to a certificate of title includes a reference to a computer register;
- (b) words importing a gender include all genders;
- (c) reference to a statute includes reference to all enactments that amend or are passed in substitution for the relevant statute and to all regulations relating to that statute;
- (d) words in the singular include the plural and vice versa;
- (e) reference to a month means a calendar month;
- (f) reference to a person means an individual, a body corporate, an association of persons (whether corporate or not), a trust or a state or agency of a state (in each case, whether or not having separate legal personality);
- (g) references to sections, clauses, sub-clauses, parts, annexures, attachments, appendices, schedules, paragraphs and sub-paragraphs are references to such as they appear in this Proposal and form part of this Proposal;
- (h) headings are included for ease of reference only and will not affect the construction or interpretation of this Proposal;
- (i) all monetary amounts are expressed in New Zealand currency;

- (j) references to obligations includes reference to covenants, undertakings, warranties and, generally, obligations or liabilities of any nature properly arising whether directly or indirectly, under or in respect of the relevant contract, agreement or arrangement;
  - (k) all references to times are references to times in New Zealand;
  - (l) if the Holder comprises more than one person, each of those persons' obligations, as Holder, will be both joint and several.
-





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

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### **1 Details of Designation**

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- 1.1 Under this Proposal the land shown edged in pink and labelled "CA1", "CA2", and "CA4" on the Plan, being 239.8 hectares (approximately) is designated as land to be restored to or retained in full Crown ownership and control as conservation area.
  - 1.2 Under this Proposal the land shown edged in pink and labelled "R2" and "R4" on the Plan, being 1.8 hectares (approximately) is designated as land to be restored to or retained in full Crown ownership and control as Government Purposes Reserve.
  - 1.3 Under this Proposal the land shown edged in pink and hatched black, and labelled "R5" on the Plan, being 85.9 hectares (approximately) is designated as land to be restored to or retained in full Crown ownership and control as Government Purposes Reserve.
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## **Schedule Two: Provisions relating to the Schedule Two Land**

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### **1 Details of designation**

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- 1.1 Under this Proposal the land shown edged in pink and labelled "CA3" and "CA5" on the Plan, being 410.8 hectares (approximately) is designated as land to be restored to or retained in Crown control as conservation area subject to:
- (a) The granting of an easement concession "i-i1" and "k-l" (shown as a dashed green line with green shading on the Plan) substantially as set out in Appendix 6.
- 1.2 Under this Proposal the land shown edged in pink and labelled "R1" on the Plan, being 30 hectares (approximately) is designated as land to remain as a Government Purposes Reserve subject to:
- (a) The granting of an easement concession "h-h1" (shown as a dashed green line on the Plan) substantially as set out in Appendix 6.
- 1.3 Under this Proposal the land shown edged in pink and labelled "R3" on the Plan, being 3.4 hectares (approximately) is designated as land to be restored to or retained in Crown control as a Government Purposes Reserve subject to:
- (a) The granting of an easement concession "h-h1" (shown as a dashed green line on the Plan) substantially as set out in Appendix 6.

### **2 Information Concerning Proposed Concession**

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2.1 Description of the proposed activity:

Easement Concession for the adjoining landholder along an existing access routes for farm management purposes and stock access.

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

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

One easement route is located over an existing farm track on the lower Mt Horrible northern slopes, running parallel to the West Coast Road beside Paddys Bend. The track is within the proposed Conservation Area CA3 on Mt Horrible that divides the two main areas of proposed freehold land on the property.

Another easement route is located over an existing formed farm track immediately south of Misery Stream beside the Cass River. The track is within the proposed Conservation Area CA5 on Mt Horrible that divides the two areas of proposed freehold land beside the Cass River.

The third easement is located on Reserve land, R1 and R3, at Goldney Hill.

The easement routes are for farm management purposes and stock access along traditionally used access tracks which provide the only practical access along these parts of the property.

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

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The easement concession areas for farm management and stock access purposes are over existing access tracks which have traditionally been used in the management of the property. It is the only practical access route along these parts of the property due to the nature of the terrain. Access will be confined to the line of the existing access track where these activities have always taken place so affects will generally be limited and confined to the width of the easement area. Any effects will be mitigated by the terms of the concession including restrictions on earth disturbance, depositing of materials, lighting of fires and disturbance of waterways.

2.4 Details of the proposed type of concession:

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

2.5 Proposed duration of concession and reason for proposed duration:

Proposed duration: In perpetuity.

The easement concession areas are essential to the running of the farming operation to enable the continuation of practical access to areas of land suitable for freeholding that have had their traditional access routes encompassed within the proposed Conservation Area and Reserve boundaries. The period of the concession will allow surety for the ongoing operation of the farm.

2.6 Relevant information:

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

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

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

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- 1.1 Under this Proposal the land shown edged in green on the Plan, being 1,302 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 covenant (shown shaded in yellow and labelled "CC1", "CC2", "CC3", "CC4", "CC5" and "CC6" on the Plan) substantially as set out in Appendix 5; and
  - (d) the easement (shown dashed in orange and labelled "a-e-b-c", "b-g", "b-b2-d", "b1-b2-d", "b1-b2" "e-e1-e2-f", and shown dashed and shaded in orange "f-f1", on the Plan) substantially as set out in Appendix 4.
- 1.2 Under this Proposal the land shown edged in green with black cross hatching and labelled "EXCH1" on the Plan, being 82 hectares (approximately) is designated as land to be disposed of by freehold disposal by way of exchange to the Holder subject to:
- (a) Part IVA of the Conservation Act 1987; and
  - (b) Section 11 of the Crown Minerals Act 1991; and
  - (c) the covenant (shown shaded yellow and labelled "CC1" on the Plan) substantially as set out in Appendix 5.
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**Schedule Four: Conditions**

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Nil

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**Appendix 1: Consents - Example of Mortgagee Consent**

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

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

Dated:

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

\_\_\_\_\_

Witness Signature:

\_\_\_\_\_

Witness Name:

Occupation:

Address:

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

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

Dated:

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

\_\_\_\_\_

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

Witness Name:  
Occupation:  
Address:



## **Appendix 2: Example of Solicitors Certificate**

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### **Certifications**

I [ ] hereby certify as follows:

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

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

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

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

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

Yours faithfully

[signed by principal of law firm]



## **Appendix 3: Indicative Fencing and Construction Requirements**

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### **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 NZMG and NZTM northing and easting global positioning system (GPS) coordinates shown on sheets 1, 2, 3, 3a, 4 and 4a of the attached Cora Lynn Fencing and Boundary Plans.

#### **1.1 Background:**

The agreement between the Commissioner of Crown Lands (Commissioner) and Wilderness Lodge Arthurs Pass Limited (the Holder) requires the erection of conventional fences on or near the boundary of the conservation areas marked on the attached plans.

The Commissioner will, at its cost, erect conventional fences along the lines marked "M-N", "L-V", "Q-R", "S-T", "I-J", "U-X" and "Y-Z"; and remove existing fences at point "I-J" and "U-X" to the indicative requirements set out in section 3; and repair / upgrade the existing conventional fence marked "T-T2" to the indicative requirements set out in section 4 of these specifications, as shown on the Designations Plans 1, 2, 3, 4 and 5 of 5.

### **2. Length and location:**

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

(a) Conservation area "CA3" / Freehold boundary fence at western end of Pylon Gully shown marked "M-N" (approximately 430 metres).

(b) Conservation Area "CA3" / Freehold boundary fence on north side of Mt Horrible shown marked "L-V" (approximately 1810 metres).

(c) Reserve "R2" / Freehold; Reserve "R1" / "Exch 1"; Reserve "R3" / Freehold; Reserve "R4" / Freehold boundary fence across Goldney Hill shown marked "Q-R" (approximately 1495 metres).

(d) Reserve "R5" / Freehold boundary fence around Corner Knob shown marked "S-T-T1" (approximately 3465 metres).

(e) Conservation Area "CA4" / Freehold boundary fence around Horrible Bog shown marked "I-J" (approximately 2250 metres).

(f) Conservation Area "CA5" / Freehold boundary fence around Misery Swamp shown marked "U-X" (approximately 2150 metres).

(g) Conservation Area "CA1" / Freehold boundary fence on Mt Misery lower slopes shown marked "Y-Z" (approximately 1300 metres)

Total new fencing: approximately 12900 metres

2.2 Upgrading / Repairs to existing fences along the lines marked as follows on the plan:

(a) Reserve "R5" / Freehold boundary Bottom Knob bluff fence "T-T2" (approximately 100 metres).

Total upgraded / repaired fencing: 100 metres

2.3 Removal of existing fences along the lines marked as follows on the plan:

(a) Conservation area "CA4" / Freehold existing boundary fence around Horrible Bog shown marked "I-J", and 50 metres internal fence (approximately 2300 metres).

(b) Conservation area "CA5" / Freehold existing boundary fence around Misery Swamp shown marked "U-X" (approximately 2150 metres).

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Total existing fencing to be removed: approximately 4400 metres.

### 3. New Fence Lines

Note: See section 5 for Earthworks and Vegetation Clearance required, and a floodgate schedule and specifications.

**(a) A new fence will be required on part of the boundary of Conservation Area "CA3" and Freehold (fence line "M-N"), shown on GPS plan 2 attached to these specifications.**

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

- 3.1 Five 2.5 mm galvanized high tensile wires, plus top wire to be 1.6 mm high tensile reverse twist galvanized barbed wire, plus bottom wire being 4 mm galvanized mild steel. Total of 7 wires.
- 3.2 T iron strainers with tie backs to be used. Intermediate T iron posts to be used at maximum 50 metre gaps and angles, with tie downs at low points as required. 117 cm (46") to remain out of the ground.
- 3.3 Steel Y stakes evenly spread not more than 2.8 metres apart to be used between T iron intermediate posts. Y stakes will be mostly 1.5 metre (5') with 1.35 metres (4'6") on rocky ground and 1.65 metre (5'6") to be used on soft ground.
- 3.4 On high ground additional T irons are to be placed, or additional Y stakes on slight rises. These must be suitably blocked to stop the fence sinking, except where the stake is into rock and cannot penetrate the ground further.
- 3.5 The ground along the fence line is uneven in places and may require rocks or fill in low points if the bottom wire is more than 150mm above ground level. Alternatively a section of sheep netting pegged down may be used.
- 3.6 At WPT 111 (point "M") where the fence terminates at boulders, sheep netting is to be extended across the boulders for approximately 10 metres to discourage stock going around the end of the fence.
- 3.7 From WPT 114 to 115 a 15 metre Taranaki Gate is to be erected to the design set out in Diagram 1B attached to these specifications.
- 3.8 Between WPT 112 and 113 a separately strained sheep netting floodgate "Floodgate 11" is required to hang below the fence across a small rocky gully for approximately 20 metres.
- 3.9 At WPT 118 (point "N") where the fence terminates above a steep face next to SH73, sheep netting is to hang over the edge to discourage stock from going around the end of the fence.

**(b) A new fence will be required on the boundary of "CA3" / Freehold (fence line "L-V"), shown on GPS plan 2 attached to these specifications.**

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

- 3.10 Five 2.5 mm galvanized high tensile wires, plus top wire to be 1.6 mm high tensile reverse twist galvanized barbed wire, plus bottom wire being 4 mm galvanized mild steel. Total of 7 wires.
- 3.11 T iron strainers with tie backs to be used. Intermediate T iron posts to be used at maximum 50 metre gaps and angles, with tie downs at low points as required. 117 cm (46") to remain out of the ground.



- 3.12 Steel Y stakes evenly spread not more than 2.8 metres apart to be used between T iron intermediate posts. Y stakes will be mostly 1.5 metre (5') with 1.35 metres (4'6") on rocky ground and 1.65 metre (5'6") to be used on soft ground.
- 3.13 On high ground additional T irons are to be placed, or additional Y stakes on slight rises. These must be suitably blocked to stop the fence sinking, except where the stake is into rock and cannot penetrate the ground further.
- 3.14 The ground along the fence line is uneven in places and may require rocks or fill in low points if the bottom wire more than 150mm above ground level. Alternatively a section of sheep netting pegged down may be used.
- 3.15 At WPT 104 (point "V") where the fence terminates at a boulder on a ridge that drops away steeply, sheep netting is to be hung over the edge to discourage stock from going around the end of the fence.
- 3.16 At WPT 109 a 15 metre Taranaki Gate is required, to the design set out in Diagram 1B attached to these specifications.
- 3.17 Two 2.4m swung gates are to be erected, one at WPT 105 and one at WPT 108.
- 3.18 From WPT 109 to 110 the fence is required to be collapsible where it runs alongside and/or under beech trees. Seven fence wires are to run through "Hunter chain" type 3.2mm galvanized chain and attach to T irons and Y stakes with "Hunter chain" type post clips.
- 3.19 At WPT 110 (point "L") the main fence terminates next to a beech tree. The fence is to extend beyond the end strainer for approximately 15 metres to another beech tree, (preferably with Hunter chain, or sheep netting and steel Y posts) where it bluffs off above a bushy ravine. Sheep netting to hang over the edge to discourage stock from going around the end of the fence.

***(c) A new fence will be required on the boundary of Reserve "R2" / Freehold; Reserve "R1" / "Exch 1"; Reserve "R3" / Freehold; Reserve "R4" / Freehold (fence line "Q-R") shown on GPS plan 3 attached to these specifications.***

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

- 3.20 Five 2.5 mm galvanized high tensile wires, plus top wire to be 1.6 mm high tensile reverse twist galvanized barbed wire, plus bottom wire being 4 mm galvanized mild steel. Total of 7 wires.
- 3.21 2.1 metre x 175 mm treated timber strainer posts with 2.7 metre x 125 mm stay posts to be used for gateways and end of strains.
- 3.22 1.8 metre x 125 mm treated intermediate posts to be used at 20 metre gaps or at lesser intervals as appropriate on high points and with tie downs at low points as required. 117 cm (46") to remain out of the ground.
- 3.23 Steel Y stakes evenly spread between intermediate posts to be used at not more than 2.8 metres apart. Y stakes will be mostly 1.5 metre (5') with 1.35 metres (4'6") on rocky ground and 1.65 metre (5'6") to be used on soft ground.
- 3.24 Two 4.2 metre swung gates to be erected, one at WPT 70 (point "h1") across a semi-formed track, and one at WPT 77 (point "R").
- 3.25 At WPT 80, point "Q", the concrete strainer on the existing rail corridor fence may be used as the start point for the new fence. From WPT 80 to 88 the new fence runs up a steep face which may not be accessible for machinery, and steel T irons may be used instead of timber posts. T irons may also be used on other short sections of the fence that are inaccessible to machinery.

- 3.26 Between WPT 75 and 76 two wet patches may require deer posts (2.7m x 125mm) at 5-10 metre gaps to hold wires up out of boggy ground; with sheep netting hanging off the bottom wire across dips, to stock proof the fence. The main 7 wire fence must be kept well clear of swampy areas therefore the use of longer posts is required, with netting below the fence onto the wetland.

***(d) A new fence will be required on the boundary of Reserve "R5" / Freehold (fence line "S-T-T1") shown on GPS plan 3 and 3a attached to these specifications.***

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

- 3.27 Five 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.
- 3.28 2.1 metre x 175 mm treated timber strainer posts with 2.7 metre x 125 mm stay posts to be used for gateways and end of strains.
- 3.29 1.8 metre x 125 mm treated intermediate posts to be used at maximum 20 metre gaps with additional posts as appropriate on high points and tie downs on low points as required. 117 cm (46") to remain out of the ground.
- 3.30 Steel Y stakes evenly spread between intermediate posts to be used at not more than 2.8 metres apart. Y stakes will be mostly 1.5 metre (5') with 1.35 metres (4'6") on rocky ground and 1.65 metre (5'6") to be used on soft ground.
- 3.31 In areas that are not accessible for machinery, steel T irons may be used instead of timber posts.
- 3.32 If a steel fence is erected, T iron strainers with tie backs to be used. Intermediate T iron posts to be used at maximum 50 metre gaps and angles, with tie downs at low points as required. 117 cm (46") to remain out of the ground.
- 3.33 If a steel fence is erected, steel Y stakes evenly spread not more than 2.8 metres apart to be used between T iron intermediate posts. Y stakes will be mostly 1.5 metre (5') with 1.35 metres (4'6") on rocky ground and 1.65 metre (5'6") to be used on soft ground.
- 3.34 On high ground additional T irons are to be placed, or additional Y stakes on slight rises. These must be suitably blocked to stop the fence sinking, except where the stake is into rock and cannot penetrate the ground further.
- 3.35 The ground along the fence line is uneven in places and may require rocks or fill in low points if the bottom wire more than 150mm above ground level. Alternatively a section of sheep netting pegged down may be used.
- 3.36 Three 2.4 metre swung gates are to be erected, one each at WPTs 144, 146 and 148.
- 3.37 Two 4.2 metre swung gates are to be erected, one each at WPT 134 and 138.
- 3.38 At WPT 125, point "S", a short wing fence of sheep netting and steel Y posts is to run across the top of a low cutting for approximately 10 metres to a suitable place for an end strainer to start the new fence on. The existing steel posts suspending several wires above the cutting are to remain in situ.
- 3.39 Between WPTs 127 and 128 two minor wet patches of approximately 10 metres each may require deer posts (2.7m x 125mm) at 5-10 metre gaps to hold wires up out of boggy ground, with sheep netting hanging off the bottom wire, to stock proof the fence. The main 7 wire fence must be kept well clear of swampy areas therefore the use of longer posts is required and netting below the fence onto the wetland.

- 3.40 Immediately east of WPT 128 a fence/floodgate "floodgate 12" is required across a swampy water course. Deer posts at 10 metre gaps for approximately 50 metres, to be erected to hold the fence above the boggy ground, with a separately strained batten floodgate hanging below the wires through the main stream.
- 3.41 Between WPT 133 and 134 two small creeks may require deer posts either side with netting hanging below the wires to stock proof.
- 3.42 Immediately north of WPT 137, "floodgate 13", a separately strained sheep netting floodgate, is required across a creek in a shallow gully for approximately 10-15 metres.
- 3.43 South of WPT 145 deer posts may be required at 5-10 metre gaps to hold wires up out of boggy ground for approximately 15 metres, with sheep netting attached to the bottom wire to stock proof if required.
- 3.44 At WPT 135, the new fence angles slightly next to a beech forest and steep drop-off, and a horizontal stay assembly is to extend into "R5" to stabilise the post. Sheep netting infill below the stay post is required, to stop animals tracking beside the fence. Additionally, a suitable amount of cut vegetation can be placed either side of the stay and netting, to direct stock around the end of the stay and away from the soft ground near the post on the fence line.
- 3.45 Immediately south of WPT 148 at point "T" (no WPT) the new fence crosses an existing fence, and a strainer and stays are required for the existing fence to be re-attached to.

***(e) A new fence will be required on the boundary of Conservation Area "CA4" and Freehold (fence line "I-J") shown on GPS plan 3 attached to these specifications.***

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

- 3.46 Five 2.5 mm galvanized high tensile wires, plus top wire to be 1.6 mm high tensile reverse twist galvanized barbed wire, plus bottom wire being 4 mm galvanized mild steel. Total of 7 wires.
  - 3.47 2.1 metre x 175 mm treated timber strainer posts with 2.7 metre x 125 mm stay posts to be used for end of strains.
  - 3.48 1.8 metre x 125 mm treated intermediate posts to be used at maximum 20 metre gaps with additional posts as appropriate on high points, and tie downs on low points as required. 117 cm (46") to remain out of the ground.
  - 3.49 Steel Y stakes evenly spread between intermediate posts to be used at not more than 2.8 metres apart. Y stakes will be mostly 1.5 metre (5') with 1.35 metres (4'6") on rocky ground and 1.65 metre (5'6") to be used on soft ground.
  - 3.50 On high ground where a post has not been placed and a Y stake is required, it must be suitably blocked to stop the fence sinking, except where the stake is into rock and cannot penetrate the ground further.
  - 3.51 The ground along the fence line is uneven in places and may require rocks or fill in low points if the bottom wire is more than 150mm above ground level. Alternatively a section of sheep netting pegged down may be used.
  - 3.52 At WPT 103 (points "I", "J" and "e2") a 4.2 metre gate is required to replace the existing Taranaki gate into CA4. The gate is to swing into the freehold and back against the new fence west of WPT 103.
  - 3.53 At WPT 94 a 4.2 metre gate is required to replace the existing Taranaki gate into CA4. The gate is to swing into the freehold and back against the new fence.
-

- 3.54 Between WPT 103 and WPT 84, a batten type floodgate "Floodgate 3" to the design specified in Diagram 1 & 1A attached to these specifications, is required across the main water course into CA4, for approximately 10-15 metres.
- 3.55 West of WPT 95 a batten type floodgate "Floodgate 9" to the design specified in Diagram 1 & 1A attached to these specifications, is required across a two channel boggy water course draining CA4, for approximately 20-30 metres.
- 3.56 Between WPT 84 and 90 the ground is soft and boggy for approximately 750 metres, and at least half of this may not be accessible for machinery.
- 3.57 The new fence crosses numerous narrow water channels running into CA4 requiring a very minor fence/floodgate:
- (a) Netting: Floodgate 4 (near WPT 87), 5 (south of WPT 89) and 6 & 7 (between WPTs 90 and 91). Posts are required each side clear of the channel, and sheep netting, weighted if necessary, hung from a separate double twisted 2.5mm HT wires, attached to the posts.
- (b) Batten: Floodgate 8 (south of WPT 91) and 10 (WPT 99). Posts are required each side clear of the channel, and battens (to similar design as Diagram 1) hung from a separate double twisted 2.5mm HT wires, attached to the posts.
- See point 3(h) for floodgate specifications and a schedule of floodgates.
- 3.58 Across four small scoured out areas (approximately 5 metres each) near WPTs 91, 97 and 98, sheep netting may be required to be attached to the bottom wire of the fence and pegged down to ensure it is stock proof.
- 3.59 At WPT 96 an internal fence crosses "I-J" and terminates approximately 50 metres within CA4. The existing fence within CA4 is to be dismantled and materials re-used if possible or disposed of responsibly. The balance of the existing fence is to be tied off onto a strainer.

Refer to section 5(e) regarding removal of existing fences from "I-J".

***(f) A new fence will be required on part of the boundary of Conservation Area "CA5" / Freehold (fence line "U-X"), shown on GPS plan 4 and 4a attached to these specifications.***

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

- 3.60 Five 2.5 mm galvanized high tensile wires, plus top wire to be 1.6 mm high tensile reverse twist galvanized barbed wire, plus bottom wire being 4 mm galvanized mild steel. Total of 7 wires.
- 3.61 2.1 metre x 175 mm treated timber strainer posts with 2.7 metre x 125 mm stay posts to be used for end of strains.
- 3.62 1.8 metre x 125 mm treated intermediate posts to be used at maximum 20 metre spacings with additional posts as appropriate on high points and tie downs on low points as required. 117 cm (46") to remain out of the ground. Tie-backs or stays required on the new fence between WPTs 12 and 14 are to be into CA5, not the Cass River track.
- 3.63 Steel Y stakes evenly spread between intermediate posts to be used at not more than 2.8 metres apart. Y stakes will be mostly 1.5 metre (5') with 1.35 metres (4'6") on rocky ground and 1.65 metre (5'6") to be used on soft ground.
- 3.64 The ground along the fence line is uneven in places and may require rocks or fill in low points if the bottom wire is more than 150mm above ground level. Alternatively a section of sheep netting pegged down may be used.
- 3.65 Two 2.4 metre gates are to be erected, one each at WPTs 3 and 7.

- 3.66 Four 4.2 metre gates are to be erected, one each at WPTs 10, 12, 16 and 20: WPTs 12 and 16 to swing onto the side of the track through CA5.
- 3.67 From WPT 2 (point "U" and "X") the new fence crosses approximately 100 metres of swampy ground with a flowing water channel near WPT 2, approximately 1-2 metres wide, requiring a separately strained batten floodgate "Floodgate 14" constructed to the design in Diagram 1 & 1A attached to these specifications. Sheep netting to hang from the bottom wire across any other minor holes or channels between WPT 2 and 3.
- 3.68 At WPT 14 a separately strained batten floodgate, "Floodgate 1" constructed to the design in Diagram 1 & 1A attached to these specifications, is required across the swamp creek that runs out of CA5 into Cass River.
- 3.69 From WPT 15 to 16 the new fence goes through a soft hollow for approximately 40-50 metres and deer posts are required at 5 metre gaps with sheep netting hanging below the bottom wire to stock proof the fence.
- 3.70 Near WPTs 18 and 20, two 5-10 metre wet patches require deer posts at 5 metre gaps with sheep netting hanging below the bottom wire to stock proof the fence.
- 3.71 Refer to section 5(f) regarding removal of existing fences from "U-X".

***(g) A new fence will be required on the boundary of Conservation Area "CA1" / Freehold (fence line "Y-Z"), shown on GPS plan 4 attached to these specifications.***

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

- 3.72 Five 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.
- 3.73 2.1 metre x 175 mm treated timber strainer posts with 2.7 metre x 125 mm stay posts to be used for end of strains.
- 3.74 1.8 metre x 125 mm treated intermediate posts to be used at maximum 20 metre spacings with additional posts as appropriate on high points and tie downs on low points as required. 117 cm (46") to remain out of the ground.
- 3.75 Steel Y stakes evenly spread between intermediate posts to be used at not more than 2.8 metres apart. Y stakes will be mostly 1.5 metre (5') with 1.35 metres (4'6") on rocky ground and 1.65 metre (5'6") to be used on soft ground.
- 3.76 Access for machinery between WPT 27 (point "Y"), 28 and 29 is steep and difficult and steel T irons may be used instead of timber posts.
- 3.77 If a steel fence is erected, intermediate T iron posts to be used at maximum 20 metre gaps and angles, with tie downs at low points as required. 117 cm (46") to remain out of the ground.
- 3.78 If a steel fence is erected, steel Y stakes evenly spread not more than 2.8 metres apart to be used between T iron intermediate posts. Y stakes will be mostly 1.5 metre (5') with 1.35 metres (4'6") on rocky ground and 1.65 metre (5'6") to be used on soft ground.
- 3.79 On high ground additional T irons are to be placed, or additional Y stakes on slight rises. These must be suitably blocked to stop the fence sinking, except where the stake is into rock and cannot penetrate the ground further.
- 3.80 The ground along the fence line is uneven in places and may require rocks or fill in low points if the bottom wire is more than 150mm above ground level. Alternatively a section of sheep netting pegged down may be used.

- 3.81 At WPT 27, point "Y", the new fence terminates next to a steep bank above a small beech forest. At the strainer, a sheep netting and steel Y post wing fence of approximately 5 metres is required to extend across to the bank, with netting hanging over the edge to discourage stock around the end of the fence.
- 3.82 At WPT 29 a rough wet patch of approximately 10-20 metres requires deer posts with netting hanging below.
- 3.83 One 2.4 metre gate is to be erected at WPT 30.
- 3.84 Two 4.2 metre gates are to be erected, one at WPT 33 and one at WPT 34.
- 3.85 At WPT 26 a separately strained netting floodgate "Floodgate 2" is required across a shallow gully for approximately 5-10 metres.
- 3.86 At WPT 37, point "Z", the new fence terminates with a box stay strainer assembly and two posts, just short of a steep face above Cass River. 150 x 50mm H3 treated timber rails are to be boarded back to the stay post and extend out over the drop to prevent stock getting around the end of the fence.

**(h) Stream and Creek Crossings**

Any unspecified crossings to have sheep netting hung below the fence so that water may pass without detritus affecting the principle fence.

Floodgates are to be separately strained and constructed to remain free to swing, clear of the mean water level. Posts/anchors on either side are to be positioned on the downstream side of the fence, and so as not to be affected by eroding stream banks.

Floodgate cable thickness is to be proportionate to floodgate size, with a minimum of two 2.5mm HT twisted strands for very small floodgates, and minimum 4 strands for larger floodgates. Sheep netting hangers to comprise double strand twisted 4mm fencing wire or similar at maximum 2 metre spacings. Netting floodgates to be weighted down with, for example, rocks, posts attached to netting, or other appropriate material, or pegged down.

Batten floodgates to be constructed according to Diagram 1 and 1A attached to this specification.

Floodgate Schedule

The floodgates specified are listed below with their fence line, corresponding waypoint or nearest waypoint, and an approximate guide to the size of the water course, with 1 being a small flat water course or very narrow channel, to 5 being a large flowing stream.

Floodgate 1	U-X	WPT 14	Rated 3	Batten
Floodgate 2	Y-Z	WPT 26	Rated 2	Netting
Floodgate 3	I-J	WPT 84	Rated 3	Batten
Floodgate 4	I-J	WPT 87	Rated 1	Netting
Floodgate 5	I-J	WPT 89	Rated 1	Netting
Floodgate 6	I-J	WPT 90	Rated 1	Netting
Floodgate 7	I-J	WPT 90	Rated 1	Netting
Floodgate 8	I-J	WPT 91	Rated 1	Batten
Floodgate 9	I-J	WPT 95	Rated 3	Netting
Floodgate 10	I-J	WPT 99	Rated 1	Batten
Floodgate 11	M-N	WPT 112	Rated 3	Netting
Floodgate 12	S-T	WPT 128	Rated 4	Batten
Floodgate 13	S-T	WPT 137	Rated 2	Netting
Floodgate 14	U-X	WPT 2	Rated 2	Batten

**4. Repairs/Upgrading of Existing Fences:**

**(a) Repairs/Upgrading will be required on the boundary of "R5" and Freehold (fence line "T-T2"), shown on the plans attached to these specifications.**

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

- 4.1 The existing bluff fence running from point "T" (immediately south of WPT 148) to point "T2" (WPT 149a) where it bluffs out, requires repairs for approximately 75-100 metres east of a marker pole located next to a prominent bluff.
- 4.2 The existing fence is mostly netting with steel Y posts and is lying down in places. It needs to be stood up, re-attached to existing uprights and additional steel Y posts added into the line to secure it into position at maximum spacing of 2.8m.

## 5. Earthworks and Vegetation Clearance

Note: Generally earthworks are to be avoided unless essential, and vegetation clearance kept to a minimum.

### (a) *New fence "M-N"* (refer to section 3(a) above)

- 5.1 Generally, vegetation to be cleared for the new fence is minimal and includes short tussock, low bracken, matagouri and kanuka, and a few burnt bushes. It should be chainsawed, cut with a scrub bar, mulched, or removed with a blade provided no soil is disturbed, to within 1 metre either side of the new fenceline. However, access to this new fence is likely to be difficult or impossible for machinery, therefore clearance is likely to be by hand of necessity.
- 5.2 At WPT 118, point "N", approximately 10 metres of tall broom and matagouri clearance is required at the end of the fence line.
- 5.3 Generally, any rocks and debris along the new fence line to be cleared by hand. Small to large boulders can be found sporadically along the line, coming down from bluffs above. From WPT 116-117 along a ridge the ground is rocky, and blasting may be required for posts.

### (b) *New fence "L-V"* (refer to section 3(b) above)

- 5.4 Generally, apart from the central area of the fence line, vegetation to be cleared is minor and includes short tussock, low shrubs and a few burnt bushes. It should be chainsawed, cut with a scrub bar, mulched, or removed with a blade provided no soil is disturbed, to within 1 metre either side of the new fenceline. However, access to this new fence is likely to be difficult or impossible for machinery, therefore clearance is likely to be by hand of necessity.
- 5.5 Between WPTs 106 and 108 for approximately 450 metres the new fence line is very steep and runs through a burnt beech forest where there are logs, old wood and standing burnt remnants that need to be cleared to 1 metre either side of the fence line. Any standing burnt remnants that could fall down to within one metre of the fence line in the future must also be cut down.
- 5.6 Near WPT 110 two dead beech trees are to be felled so they cannot drop onto the fence in the future. Any live beech branches overhanging the line should also be removed. Suitable debris may be placed alongside the netting and Y post fence wing fence (to the bluff off point) to encourage stock away from the bushy ravine and along the new fence line, to the Taranaki Gate at WPT 109.
- 5.7 Generally, any rocks and debris along the new fence line to be cleared by hand. Small to large boulders occur sporadically along the line.

### (c) *New fence "Q-R"* (refer to section (c) above)

- 5.8 Generally, vegetation comprises short tussock, scattered low-medium shrublands, matagouri and burnt scrub. Any vegetation requiring clearance is to be chainsawed, cut with a scrub bar, mulched, or removed with a blade provided no soil is disturbed, to within 1 metre either side of the new fence line.

- 5.9 From WPT 72 to 73 for approximately 100 metres, medium height kanuka and scrub requires clearance for the new fence line.
- 5.10 From WPT 73 to 77 (point "R") the ground is relatively open, but low/medium height burnt scrub requires clearance for the new fence line. The burnt scrub tends to be thicker and taller at the steep WPT 73 end, and more scattered and lower towards the flatter end of the line at WPT 77.
- 5.11 At WPT 77 for approximately 40-50 metres, tall thick matagouri/kanuka requires clearance for the new fence line.
- 5.12 Generally, any rocks and debris along the new fence line to be cleared by hand.

**(d) New fence "S-T-T1"** (refer to section 3(d) above)

- 5.13 Generally, vegetation clearance along the new fence line comprises short tussock, scattered low/medium shrublands, matagouri, kanuka, burnt scrub and the occasional gorse bush. Vegetation requiring clearance is to be chainsawed, cut with a scrub bar, mulched, or removed with a blade provided no soil is disturbed, to within 1 metre either side of the new fence line.
- 5.14 From WPT 125 (point "S") to 126, medium/tall kanuka and the occasional wilding tree requires clearance from the new fence line for approximately 80-100 metres.
- 5.15 Immediately east of WPT 128 there is thicker, tall matagouri and low/medium scrub to clear in the area of Floodgate 12, for approximately 50 metres.
- 5.16 Between WPT 131 to 133 through a steeper gully, thick tall scrub requires clearance in the base of the gully for approximately 50 metres.
- 5.17 At WPT 135 a small group of beech saplings is to be cleared to leave room for stock to pass on the R5 side of the new fence. No mature beech trees are to be cut down. A suitable quantity of cuttings may be placed either side of the netted stay assembly, to discourage stock from tracking up against the fence.
- 5.18 At WPT 136 several beech trees are to be cleared for the new fence line.
- 5.19 Between WPT 135 and 136 burnt scrub and dead wood requires clearance from the fence line to within 1 metre each side.
- 5.20 From WPT 137 to 138 thick, medium matagouri, kanuka and scrub to be cleared from the fence line and through the gully where Floodgate 13 is sited, for approximately 75 metres.

**(e) New fence "I-J" and existing fence to remove** (refer to section 3(e) above)

Note: The northern and most of the western side of CA4 is soft and boggy with parts inaccessible for machinery, and the southern and eastern sides are generally drier and firmer, and easily accessed.

- 5.21 Generally, vegetation to be cleared for the new fence includes short tussock, taller tussock, swamp plants, and scattered low/medium shrublands, kanuka, and burnt scrub. It should be chainsawed, cut with a scrub bar, mulched, or removed with a blade provided no soil is disturbed, to within 1 metre either side of the new fence line.
- 5.22 From WPT 90 to 92 thicker, medium height shrublands, kanuka and burnt scrub is to be cleared either side of the new fence line.
- 5.23 An existing fence starts and finishes at WPT 103, points "I" and "J", and the new fence is largely on the same line with some very minor deviations to minimize angles and follow firmer ground. The existing fence is approximately 12 years old and comprises 1.5 metre steel Y posts (stamped for 7 wires) at approximately 8 metre gaps, with four 2.5mm high tensile wires of which the top three are electrified. The existing fence is to be dismantled, and materials that are sound may be re-used on the new fence. The holder may be given



the opportunity to remove the insulators provided it does not impact on the fencing contractor's work schedule, or affect the re-use of any of the other existing fence materials. Any materials not re-used are to be disposed of responsibly.

- 5.24 At WPT 96 an existing fence crosses the new fence line and terminates in the bog. At the intersection with the new fence, the existing fence is to be re-wired onto a strainer that is tied back onto the CA4 side, and the balance of existing fence within CA4 is to be removed and materials may be re-used if sound, or disposed of responsibly.

**(f) New fence "U-X" and existing fence to remove** (refer to section 3(f) above)

- 5.25 Generally, vegetation to be cleared for the new fence includes short tussock, taller tussock, swamp plants, and scattered low/medium shrublands, matagouri, gorse and kanuka. It should be chainsawed, cut with a scrub bar, mulched, or removed with a blade provided no soil is disturbed, to within 1 metre either side of the new fence line.
- 5.26 An existing fence starts and finishes at WPT 2, points "U" and "X", and the new fence is largely on the same line with some very minor deviations to minimize angles and follow firmer ground. At the south eastern corner however, the new line extends away from the existing fence line in a finger to encompass part of the swamp outlet creek. The existing fence is approximately 12 years old and comprises 1.5 metre steel Y posts (stamped for 7 wires) at approximately 8 metre gaps, with four 2.5mm high tensile wires of which the top three are electrified. The existing fence is to be dismantled, and materials that are sound re-used on the new fence. The holder may be given the opportunity to remove the insulators provided it does not impact on the fencing contractor's work schedule or affect the re-use of any of the other existing fence materials. Any materials not re-used are to be disposed of responsibly.
- 5.27 At WPT 6 for approximately 10-20 metres thick medium height gorse, bracken and scrub to be cleared from the line.
- 5.28 At WPT 7 for approximately 20 metres medium/tall gorse and matagouri is to be cleared from the line.
- 5.29 Across hummocky moraine to WPT 12 at the Cass River track, for approximately 100-150 metres, medium gorse/matagouri scrub is to be cleared along the line. From WPT 12-13-14 adjacent to the track, lower gorse/matagouri scrub to be cleared on the west side of the fence. At WPT 14 for approximately 30-40 metres thick medium gorse/matagouri scrub to be cleared along the line for the new fence and Floodgate 1 across the swamp creek.

**(g) New fence "Y-Z"** (refer to section 3(g) above)

- 5.30 Generally, vegetation to be cleared for the new fence includes short tussock, and scattered low/medium shrublands, matagouri, kanuka and burnt scrub. It should be chainsawed, cut with a scrub bar, mulched, or removed with a blade provided no soil is disturbed, to within 1 metre either side of the new fence line.
- 5.31 From WPT 27, point "Y", to WPT 28 low beech saplings, kanuka, shrublands and tutu, along with old logs and branches, require clearance for approximately 30-50 metres. This may need to be done by hand as machinery may not be able to access this part of the line.
- 5.32 From WPT 32-33 beech tree remnants that could fall within one metre of the new fence in the future are to be felled. Logs and debris in this area need to be pushed away from the line, a light skim may be required for this.

## 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 which must be in sound condition, 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 is 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 warrantee 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. Blasting should only be carried out by personnel experienced in determining the level of impact required to get posts in without any other un-necessary peripheral damage. As per rule 19.17.1.1 in the Selwyn District Council District Plan: Any activity which involves noise from blasting must comply with AS 2187.1 1993 Explosives – Storage, Transport and Use, Part 2 Use of Explosives, and ANZECC guidelines.

### 6.4 Drilling

Any rock drilling will be undertaken with a rock drill no larger than 41mm 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.

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## **7. Materials General**

To be used except where these have been specifically modified by the provisions of Clause 8 which shall take precedence.

### **(a) Conventional Fences**

#### **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 or 3.5mm stainless steel, kept clear of any ground contact.

#### **7.2 Steel Posts**

Infill posts will be steel Y stakes, or T irons for use on high spots. Y stakes to be minimum 1.95kg per lineal metre. T irons to be 1.65 metres in length with a width of 50mm on each T section and manufactured from 6mm steel.

#### **7.3 Strainer, Intermediate, Angle and Stay Posts**

All timber posts used will be round and ground treated, unless otherwise agreed, with a guaranteed life of 50 years.

#### **7.4 Stay Block**

300 x 50 x 600mm 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 spring loaded locking bar, or a type as agreed on site with the holder.

#### **7.7 Netting**

Netting where specified on small floodgates, bluff-outs and across gaps under fences will be 7 wire galvanized sheep netting, and suitably weighted down with treated timber posts or rocks as appropriate.

#### **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. Either side of gateways the first post should not be more than 10 metres distant and steel Y stakes at not more than 2 metres apart. Gates to be able to swing back onto the new fence so they can be tied open.

#### **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 long pin type. Generally both pins to be pointing upwards unless the gate fronts onto a road.

#### **7.11 Floodgates**

Floodgates are to be separately strained from the fence and to the design set out in these fence specifications.

#### 7.12 Collapsible Fence Chains

These are to be of the "Hunter chain" type or equivalent, 3.2mm galvanized collapsible fence chains. Fence wires to be run through chains, and chains attached to posts, T irons and Y stakes with specifically designed galvanized post clips, according to the manufacturer's instructions. To be used where specified in areas where there is a high risk of damage to the fence from falling trees and branches.

### 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 unless specifically varied, for example, where floodgates are required to be on a separate strain. Strains are to conform to best practice and (if applicable) the wire manufacturer's 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

Strainers, stays or posts are NOT to be shortened either prior to or subsequent to their placement in the ground. If best practice determines that a post is securely driven to its maximum and to get it into the specified height will be detrimental to the quality and longevity of the fence, then it is permissible to cut the top off a post provided the cut surface is coated with a suitable timber preserving product and/or capped with galvanized iron.

All strainers should be driven where possible, or where dug in are to be 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 1/2 way up posts.

Stays and tie backs are to be on the conservation side of the fence and away from tracks. In places where stays cannot be placed on the conservation side they must be of the angle type to minimize risk to stock.

#### 8.4 Placement of foot 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, or otherwise specified. 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 into proposed freehold, or as specified, against the fence. Both gudgeons should be pointing upwards so that the gate can be lifted off if required, unless the gate fronts onto a road. Generally, gates at the end of a

new fence where it intersects an existing fence, should hang on a strainer on the new fence and close onto the existing fence post or strainer.

8.7 Creek & River Crossings

Flood gates or netting as specified to be hung and left to swing. Post and anchors to be located clear of eroding stream banks.

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) or preferably 3.15mm stainless steel. 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 preferably to be on the conservation side of the fence. If an existing T iron is used in situ, even if there is an existing tie back, it must be duplicated with a new tie back.

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. Where an existing T iron provides a suitably solid anchor but is not quite the specified height, it is acceptable to securely strap, with permanent materials, a double Y stake to the T iron to increase its height.

8.11 Disposal of Fencing Waste

Fencing waste (including removal of old existing fences) is to be disposed of responsibly. If appropriate, fencing waste may be buried on site subject to consultation with the holder and implementation contractor, and obtaining of any consent required for such earthworks (if any). Alternatively the waste is to be removed from site and recycled or disposed of at a suitable facility.

9. Resource Management Consents

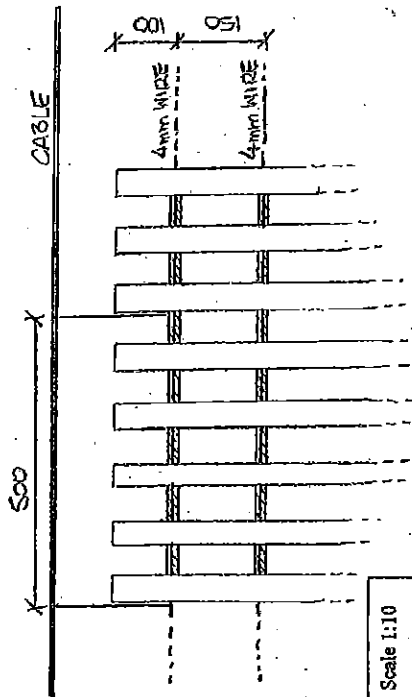
- 9.1 The construction of fencing is subject to the Commissioner obtaining any and all consents required pursuant to the Resource Management Act 1991.

Attachments:

1. Diagram 1 & 1A – floodgate design
  2. Diagram 1B – extended Taranaki gate design
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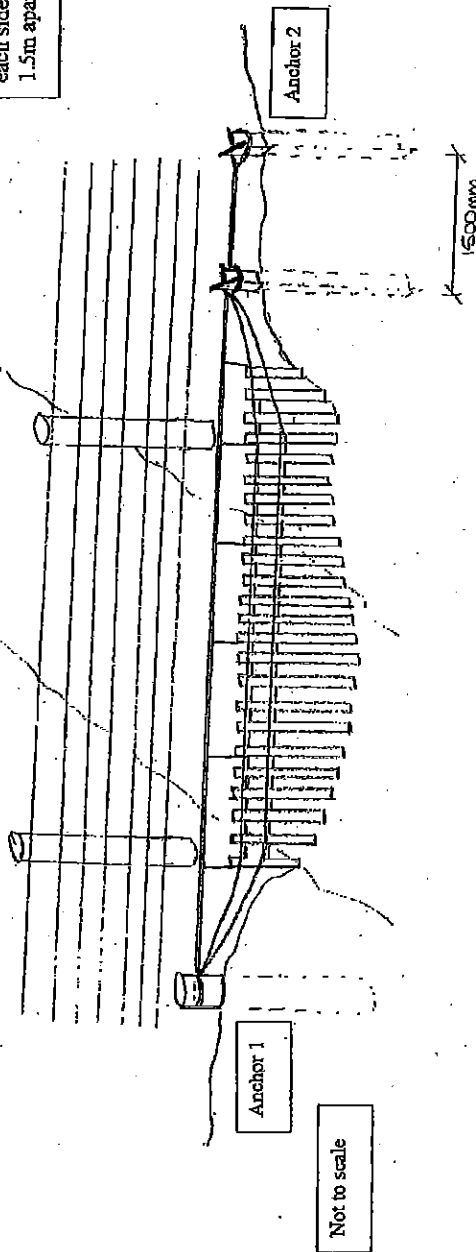
Floodgate to Specific Design

Diagram 1



Floodgate (see detailed fencing specification)  
4mm mild steel wire drilled through 50 x 50mm H3  
timber battens, with 50mm 15 or 20mm alkatene  
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.



Scale 1:10

Not to scale

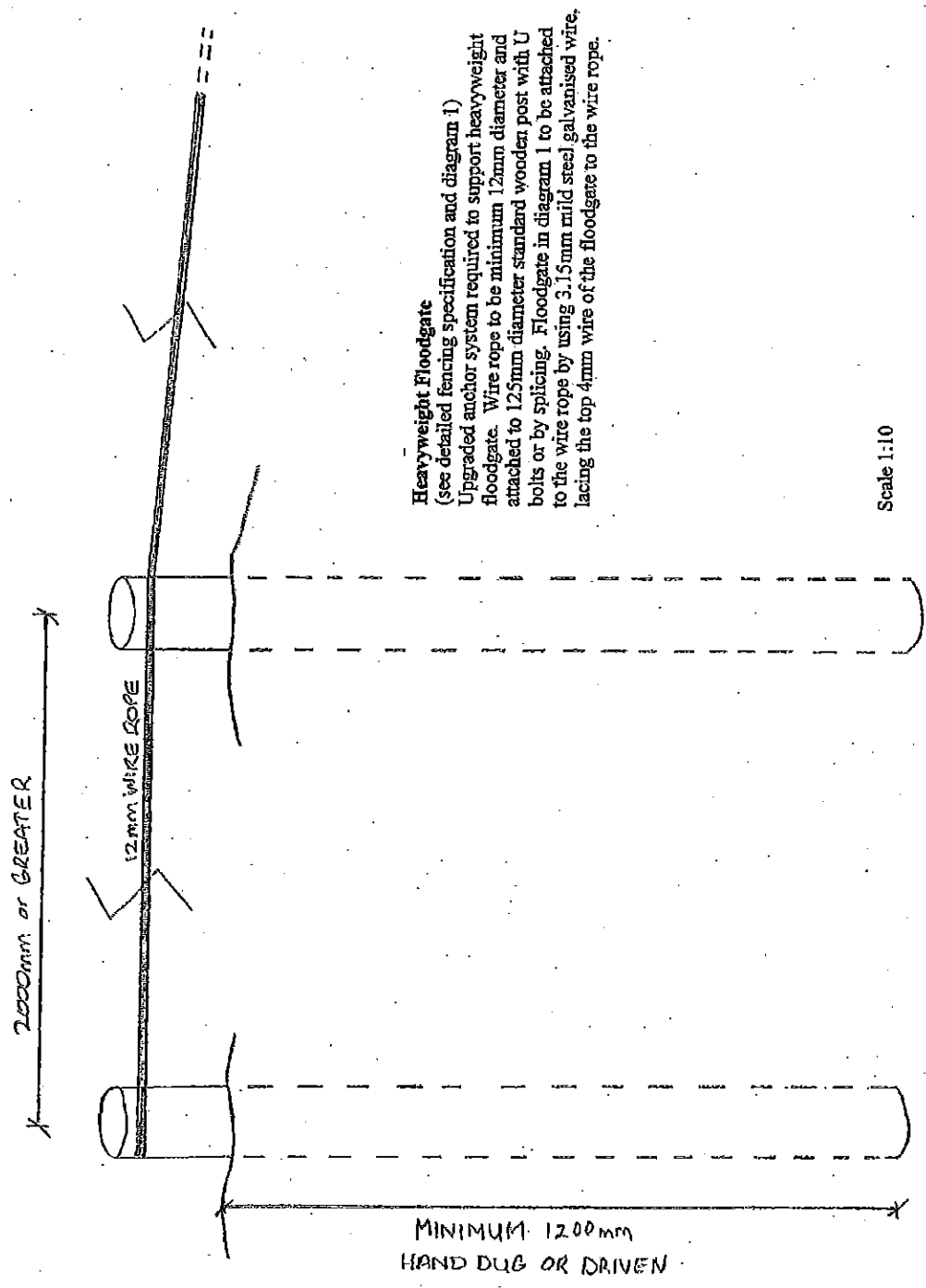
Anchor 1

Anchor 2

1500mm

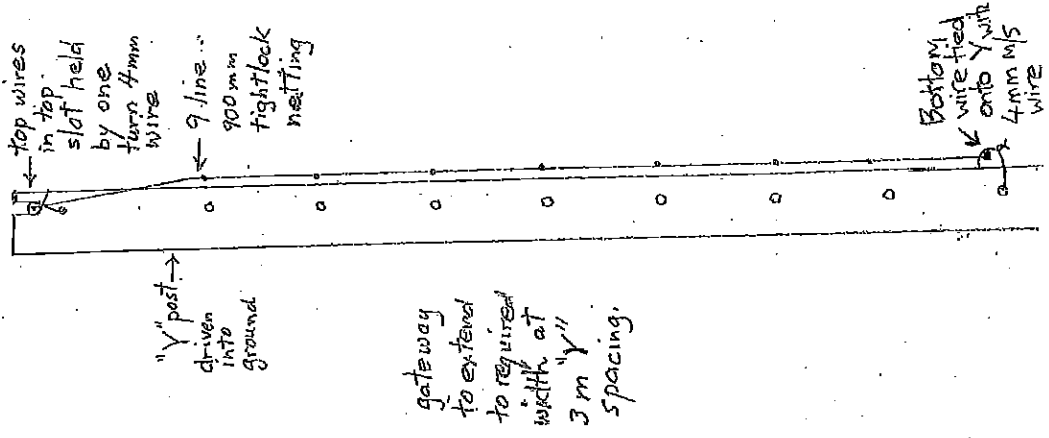
Upgraded Anchor System for Floodgate Specification

Diagram 1.A



**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



"Y" post driven into ground

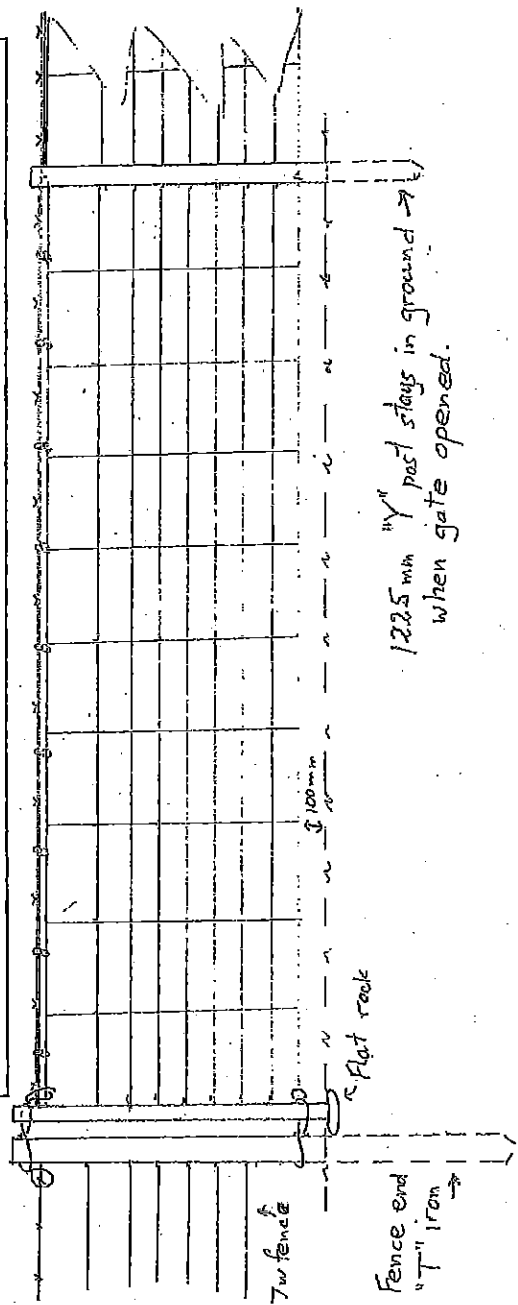
gateway to extend to required width at 3m "Y" spacing.

**Diagram 1B**

**Taranaki Type Netting Gate - Wide Infrequent Use**

- > 900mm 9 line tightlock netting, plus barb wire laced to top wire (no space).
- > Y steel posts driven into the ground at 3 metre spacings or less.
- > Ends: 1100mm Y steel post wired at one end to a T iron strainer by 4mm mild steel wire, the other end held by a "tension lever" plus held by removable 4mm wire.
- > Total width of gate to suit available gap.

NOT TO SCALE







**Appendix 4: Form of Easement to be Created**

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

DOCDM-361745 – Cora Lynn – June 2013

## **TRANSFER GRANT OF EASEMENT IN GROSS**

1. Public Access
2. Management Access

**Land Transfer Act 1952**

**This page does not form part of the Transfer.**

# TRANSFER

## Land Transfer Act 1952

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

**Land Registration District**

Canterbury

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

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**Grantor Surnames must be underlined**

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

**Grantee Surnames must be underlined**

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

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

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

**Consideration**

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

**Operative Clause**

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

Dated this                      day of

**Attestation**

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

**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)

Empty box for signature or stamp.

**Solicitor for the Grantee**

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

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

Dated  Page  of  Pages

**Definitions**

1. In this transfer unless the context otherwise requires:
  - 1.1 "Easement Area" means that part of the Servient Land being 20 metres wide which is marked "a-e-b-c", "b-g", "b-b2-d", "b1-b2", "b1-b2-d" and "e-e1-e2-f". "f-f1" is the shaded area 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 that part of the Easement Area marked "a-e-b-c" and "b1-b2-d" on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
  - 2.2 To pass and re-pass at any time over and along:
    - (a) the part of the Easement Area marked "a-e-b-c", "b-g", "b-b2-d", "b1-b2" and "e-e1-e2-f" on foot, or on or accompanied by horses, or by non-motorised vehicle, or by motor vehicle and
    - (b) the part of the Easement Area marked "b-g" and "f-f1" on foot, or on or accompanied by horses, or by non-motorised vehicles, 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

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.

enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Grantor.

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

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

- 8.2 If clause 8.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 8.3 If clause 8.1(c) or 8.1(d) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next working day after the date of dispatch.

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

**In**sert 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 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. Those parts of the Easement Area marked "b1-b2-d", "b-b2-d" "e-e1-e2-f" and "f-f1" will be closed for calving and lambing from mid October to mid December annually.
- 12. The Grantee shall not use motor vehicles on that part of the Easement Area marked "b1-b2" (which is off the formed vehicle track).

**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

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



**Appendix 5: Form of Covenant to be Created**

---

**DATED** \_\_\_\_\_

**Between**

**COMMISSIONER OF CROWN LANDS**  
Pursuant to Section 80 of the Crown Pastoral Land Act 1998

**and**

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

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



Department of Conservation  
*Te Papa Atawhai*



- “Values”** means any or all of the Land’s natural environment, biodiversity including botanical and zoological, landscape amenity, wildlife, freshwater life, marine life habitat or historic values as specified in Schedule 1.
- “Working Day”** means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

**1.2 For avoidance of doubt:**

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- 1.2.2 clause and other headings are for ease of reference only and are not to be treated as forming any part of the context or to affect the interpretation of this Covenant;
- 1.2.3 words importing the singular number include the plural and vice versa;
- 1.2.4 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant and in determining the issue, the parties must have regard to the matters contained in the Background;
- 1.2.5 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.6 words importing one gender include the other gender;
- 1.2.7 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity;
- 1.2.8 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

**2. OBJECTIVE OF THE COVENANT**

- 2.1 The Land must be managed so as to preserve the Values.

**3. THE OWNER’S OBLIGATIONS**

- 3.1 Unless agreed in writing by the parties, the Owner must not carry out or allow to be carried out on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, chemical spraying, top dressing or sowing of seed;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;
- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;

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

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

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

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

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

#### **6. DURATION OF COVENANT**

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

**7. OBLIGATIONS ON SALE OF LAND**

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

**8. MISCELLANEOUS MATTERS****8.1 Rights**

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

**8.2 Trespass Act:**

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

**8.3 Reserves Act**

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

**8.4 Titles**

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

**8.5 Acceptance of Covenant**

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

**8.6 Fire**

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



**9. NOTICES**

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

**10. DEFAULT**

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

**11. DISPUTE RESOLUTION PROCESSES**

- 11.1 If any dispute arises between the Minister and the Owner in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.
- 11.2 **Mediation**
- 11.2.1 if the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
  - 11.2.2 if the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.
- 11.3 **Failure of Mediation**
- 11.3.1 in the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;
  - 11.3.2 notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President of the New Zealand Law Society;

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

**12. JOINT OBLIGATIONS**

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

**13. SPECIAL CONDITIONS**

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

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

**Executed as a Deed**

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

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

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

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

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

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

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

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

8  
SCHEDULE 1

1. **Description of Land**

**CC1 – Black Range Slopes and Goldney Saddle.**

All that piece of land containing 246 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC1.

**CC2 – Broad Stream Fan.**

All that piece of land containing 34 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC2.

**CC3 – Waimakariri River Flat.**

All that piece of land containing 66.8 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC3.

**CC4 – “Rainbow Forest” and “McKay Moa Forest”.**

All that piece of land containing 85 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC4.

**CC5 – Moraine Terrace.**

All that piece of land containing 20 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC5.

**CC6-Broad Stream**

All that piece of land containing 3 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC6

2. **Values of Land to be Preserved.**

**CC1 - Black Range Slopes and Goldney Saddle.**

- The area provides habitat for the threatened bird species kea (nationally endangered), black fronted tern (nationally endangered), New Zealand falcon (gradual decline) rifleman (gradual decline) and provides breeding and feeding habitat for a representative range of other shrubland birds
- The area provides quality habitat for lizard species representative of shrubland habitat
- The area provides foraging habitat for long-tailed bats (nationally endangered).
- The area supports remnants of the original woody vegetation (shrubland and scrub).
- The area is an “at risk” land environment which supports indigenous vegetation.
- The area forms part of the natural character of the Waimakariri Basin landscape and is highly visible from the main tourist route along West Coast Road.

**CC2 – Broad Stream Fan.**

- The area provides habitat for the threatened bird species kea (nationally endangered), black fronted tern (nationally endangered), New Zealand falcon (gradual decline) rifleman (gradual decline) and provides breeding and feeding habitat for a representative range of other shrubland birds.
- The area provides quality habitat for lizard species representative of riverine shrublands.
- The area supports remnants of the original woody vegetation (matagouri shrublands) on recent alluvial flats. Mature matagouri shrublands on fans is relatively uncommon.
- The area is an “at risk” land environment which supports indigenous vegetation.

**CC3 – Waimakariri River Flat.**

- The area provides habitat for the threatened bird species black-fronted tern (nationally endangered), wrybill (nationally vulnerable) black-billed gull (serious decline), banded dotterel (gradual decline) and black shag (sparse) and provides breeding and feeding habitat for a representative range of other braided river birds.
- The area provides quality habitat for lizard species representative of riverine shrublands.
- The area supports the data deficient plant species *Myosotis uniflora*.

- The area supports remnants of the original woody vegetation (matagouri shrublands) on recent alluvial flats. Mature matagouri shrublands on fans is relatively uncommon.
- The area is an "at risk" land environment which supports indigenous vegetation.

**CC4 – "Rainbow Forest" and "McKay Moa Forest".**

- The area provides habitat for the threatened bird species kea (nationally endangered), New Zealand falcon (gradual decline) rifleman (gradual decline) and provides breeding and feeding habitat for a representative range of other shrubland birds.
- The area provides foraging habitat for long-tailed bats (nationally endangered).
- The area provides quality habitat for lizard species representative of shrubland habitat.
- The area supports the data deficient spider *Amphinecta mara*.
- The area supports the nationally endangered plant species *Helichrysum dimorphum* and *Carmichaelia kirki* and the threatened plant species *Coprosma wallii* (gradual decline), *Carex tenuiculmis* (sparse), *Alepis flavida* (gradual decline) and *Peraxilla tetrapetala* (gradual decline).
- The area supports remnants of the original woody vegetation (beech forest)

**CC5 – Moraine Terrace.**

- The area supports remnant beech trees and native shrubland that are representative of the original vegetation of the area.
- The area provides a buffer between the protected wetland areas of Horrible Bog and Misery Swamp.
- The area forms part of the natural character of the Cass River and Mt Horrible landscape and is highly visible from the main tourist route along West Coast Road.

**CC6 – Broad Stream**

- The area is an example of a braided tributary of the Upper Waimakariri River.
- It contains threatened and endangered species such as Kirk's broom, Waimakariri Helichrysum, red, yellow and golden mistletoe, native grasses, 3 Hebe species, an endemic grasshopper and the Southern Alps gecko.
- It includes valley floor and riverbed ecosystems comprising flat dry braided gravels, terraces and a mosaic of tussock, scrub and occasional beech trees.
- It has been subject to a long running and continuous ecological restoration programme undertaken by the landowner, volunteers and ecotourists.

**2. Address for Service<sup>1</sup>**

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

Minister of Conservation  
C/- Conservator  
Department of Conservation  
195 Hereford Street  
Private Bag 4715  
**CHRISTCHURCH**  
Ph: 03 371-3700  
Fax: 03 365-1388

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

Wilderness Lodge Arthurs Pass Limited  
c/o Directors: Gerry McSweeney, Anne Saunders  
Cora Lynn  
West Coast Road, Bealey  
**ARTHURS PASS 7654**  
PH: (03) 318 9246  
Fax: (03) 318 9245

<sup>1</sup> State Street address not Post Office Box number.

**SCHEDULE 2**

**Special Conditions**

Notwithstanding the provisions of clause 3.1 the following special conditions shall apply in relation to each separate part of the Land;

**CC1 – Black Range Slopes and Goldney Saddle.**

1. Stock may graze this part of the Land at any time.
2. The Owner will permit Department of Conservation staff and their contractors entry upon the land at all times for management purposes

**CC2 – Broad Stream Fan.**

3. Stock may graze this part of the Land at any time.
4. The Owner may do routine maintenance within the existing alignment of all existing tracks within this part of the Land. Any maintenance undertaken outside the existing alignment or further upgrading of tracks requires the prior written consent of the Minister.
5. The Owner will permit Department of Conservation staff and their contractors entry upon the land at all times for management purposes.

**CC3 – Waimakariri River Flat.**

6. Stock may graze this part of the Land at any time.
7. The Owner may do routine maintenance within the existing alignment of all existing tracks within this part of the Land. Any maintenance undertaken outside the existing alignment or further upgrading of tracks requires the prior written consent of the Minister.
8. The Owner will permit Department of Conservation staff and their contractors entry upon the land at all times for management purposes.

**CC4 – “Rainbow Forest” and “McKay Moa Forest”.**

9. The Owner is to ensure that stock are excluded from this part of the Land..
10. The Owner may introduce and actively manage local native plant and animal species throughout the Land.
11. The Owner may do routine maintenance within the existing alignment of all existing tracks within this part of the Land. Any maintenance undertaken outside the existing alignment or further upgrading of tracks requires the prior written consent of the Minister.
12. The Owner will permit Department of Conservation staff and their contractors entry upon the land at all times for management purposes.

**CC5 – Moraine Terrace.**

13. Stock may graze this part of the Land at any time.
14. The Owner will permit Department of Conservation staff and their contractors entry upon the land at all times for management purposes.

**CC6 – Broad Stream**

15. The Owner is to ensure that stock are excluded from this part of the Land.

16. The ongoing programme of control of mammalian pests and problem plants and weeds on this part of the Land is to be sustained by the Owner.
17. The Owner may do routine maintenance within the existing alignment of all existing tracks within this part of the Land. Any maintenance undertaken outside the existing alignment or further upgrading of tracks requires the prior written consent of the Minister.
18. The Owner will permit Department of Conservation staff and their contractors entry upon the land at all times for management purposes.
19. Clause 7.2 is deleted and replaced with

A Transferee of the land will at law be bound by the registered Covenant. Such transfer is deemed to provide the agreement to comply with the terms of this covenant required by Clause 7.1.

GRANT of

Correct for the purposes of the  
Land Transfer Act 1952

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

Solicitor for the Minister

COMMISSIONER OF CROWN  
LANDS

to

MINISTER OF CONSERVATION

---

Solicitor  
Department of Conservation  
DUNEDIN/CHRISTCHURCH





**Appendix 6: Form of Easement Concession to be Created**

---

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

DATED \_\_\_\_\_

Between

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

and

**WILDERNESS LODGE ARTHURS PASS LIMITED**  
("the Concessionaire")

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



Department of Conservation  
*Te Papa Atawhai*

- 1 -

**THIS DOCUMENT** is made this            day of            20

**PARTIES:**

1.        **MINISTER OF CONSERVATION**, ("the Grantor")
  
2.        **WILDERNESS LODGE ARTHURS PASS 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.

“**Grantee**” has the same meaning as “concessionaire”

“**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.

**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 New Zealand Law Society is to appoint the mediator.
- 14.4 In the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions of the Arbitration Act 1996 will apply.
- 14.5 Notwithstanding any provision to the contrary in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. The arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 14.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.
- 14.7 The parties agree that the results of any arbitration are to be binding on the parties.

**15.0 NOTICES**

- 15.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post 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 :

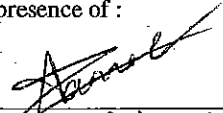
\_\_\_\_\_  
for and on behalf of  
the **Minister of Conservation**  
pursuant to a written delegation (or designation as the case may be)  
in the presence of :

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


Signed by :



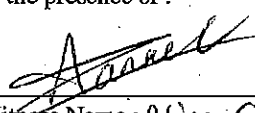
\_\_\_\_\_  
Director; Gerry McSweeney  
**Wilderness Lodge Arthurs Pass Limited**  
as Concessionaire  
in the presence of :

  
\_\_\_\_\_  
Witness Name: Alice Cannel  
Occupation: lodge assistant  
Address: State Highway 6, Lake Taerahi,  
Wilderness Lodge

Signed by :



\_\_\_\_\_  
Director; Anne Saunders  
**Wilderness Lodge Arthurs Pass Limited**  
as Concessionaire  
in the presence of :

  
\_\_\_\_\_  
Witness Name: Alice Cannel  
Occupation: lodge assistant  
Address: State Highway 6, Lake Taerahi,  
Wilderness Lodge



**SCHEDULE 1**

1. **Servient Land:** The land described as being part of \_\_\_\_\_ being Conservation Land situated in the Canterbury Land District and designated as Conservation Area at Misery Swamp, being labelled CA5, and on Mount Horrible being labelled CA3, and on land designated as reserve at Goldney Hill being labelled R1 and R3, and outlined in pink in the plan attached to the Proposal.  
*(see definition of Servient Land in clause 1.1)*
  
2. **Dominant Land:** The land described as being \_\_\_\_\_ situated in Blocks XIV, XV, XVI Bealey, Blocks III, IV Harper and Block XIII Hawdon Survey Districts and described in Certificate of Title CB \_\_\_\_\_ (Canterbury Registry).  
*(see definition of Dominant Land in clause 1.1)*
  
3. **Easement Area:** That part of the land labelled "h-h1" has a width of 20 metres. That part of the land labelled "i-i1," and "k-l" is shown as a green dashed shaded area on the plan attached to the Proposal.  
*(see definition of Easement Area in clause 1.1)*
  
4. **Concession Activity:**  
The Concessionaire has the right to from time to time and at all times for the Concessionaires, their servants, employees, agents workmen, contractors, licensees and invitees (in common with the Grantor and any other person lawfully entitled so to do) to pass and repass for farm management purposes only on foot, with or without motor vehicles and machinery and implements of any kind and with or without horses, farm stock, farm dogs and guns for farm management over and along;
  - easement area "i-i1" , "k-l" and h-h1to the intent that the easement hereby created shall forever be appurtenant to the Dominant Land.  
*(see definition of Concession Activity in clause 1.1)*
  
5. **Term:**  
The concession is granted in perpetuity commencing on the day of registration of an approved plan affecting Certificate of Title CB5D/1389 (Canterbury Registry) *(see clause 3.1)*
  
6. **Compensation:**  
Nil  
*(see clause 4.1)*
  
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)*  
Nil
  
10. **Other Types of Insurance:** *(see clauses 12.3)*  
Nil

11. **Address for Notices (including facsimile number):**

*(see clause 15)*

(a) Grantor

Conservator  
Department of Conservation  
195 Hereford Street  
Private Bag 4715  
**CHRISTCHURCH**  
Ph: (03) 371 3700  
Fax: (03) 365 1388

(b) Concessionaire

Wilderness Lodge Arthurs Pass Limited  
c/o Directors: Gerry McSweeney, Anne Saunders  
Cora Lynn  
West Coast Road, Bealey  
PO Bos 33  
**ARTHURS PASS 7654**  
Ph: (03) 318 9246  
Fax: (03) 318 9245

**SCHEDULE 2**

*Special Conditions*

1. **THE** rights granted under this deed are non-exclusive and are exercisable in common with the Grantor and any other person granted similar rights by the Grantor, whether now or in the future, and without limitation the Grantor may grant the following persons access rights over the Easement Area:
  - i. members of the public
  - ii. any lessee or licensee of the Grantors land
  
2. **THAT** in exercising the right liberty and privilege take all reasonable care to avoid damage to the soil and vegetation of the land in the easement and in particular will avoid using the easement when conditions render the land over which the easement is granted particularly vulnerable to damage.
  
3. **THE** cost and responsibility of any maintenance of the easement Area shall be borne by the Concessionaire and any other person or person(s) to whom the Grantor has granted similar rights in respect of the Easement Area, according to each persons use of the Easement Area PROVIDED THAT if any repair or maintenance is rendered necessary by the act, neglect, or default of any user or its servants, agents, contractors, workmen, licensees or invitees, then that user shall promptly carry such repair and maintenance and bear the cost of the work PROVIDED THAT the Grantor shall not be required to contribute to the cost of any maintenance in respect to the Easement Area PROVIDED further that any routine maintenance undertaken by the Concessionaire within the existing alignment does not require the prior consent in writing of the Grantor HOWEVER maintenance outside of the existing alignment undertaken by the Concessionaire requires the prior consent in writing of the Grantor.
  
4. **THAT** the Concessionaire shall ensure that no action by them or on their behalf has the effect of preventing the Easement Area over which the easement is granted being kept clear at all times of obstructions whether caused by parked vehicles, deposit of materials, or any other unreasonable impediment to the use and enjoyment of the said land.

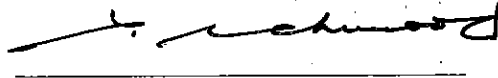


**Execution Section**

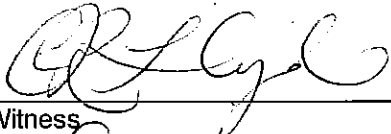
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This Proposal (including the schedules and appendices) is signed by the Commissioner and the Holder as a binding agreement.

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



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Witness

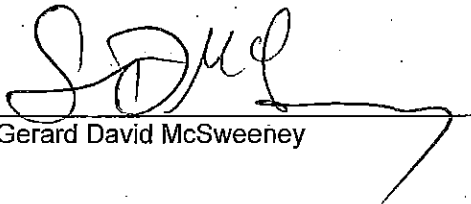
Solicitor

Occupation

Wellington

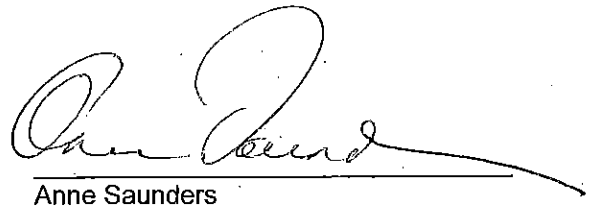
Address

**SIGNED** for and on behalf of **Wilderness Lodge Arthurs Pass Limited** by two of its directors:



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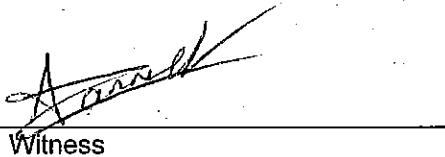
Gerard David McSweeney



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Anne Saunders

in the presence of:



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Witness

Alice Carnell

Occupation

Lodge Assistant

Address

State Highway 6, Lake Taerahi  
Wilderness Lodge

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