

Crown Pastoral Land Tenure Review

Lease name: DINGLEBURN

Lease number: PO 151

Substantive Proposal - Part 3

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

December

05

19.0 TERMINATION

19.1 The Grantor may terminate this Concession by 14 days notice in writing to the Concessionaire if:

- (a) the Concession Fee or any other money payable to the Grantor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
- (b)
 - (i) the Concessionaire breaches any terms of this Document; and
 - (ii) the Grantor has notified the Concessionaire in writing of the breach; and
 - (iii) the Concessionaire does not rectify the breach within 7 days of receiving notification; or
- (c) the Concessionaire ceases to conduct the Concession Activity or, in the reasonable opinion of the Grantor, the services provided by the Concessionaire are manifestly inadequate; or
- (d) the Concessionaire is convicted of an offence, whether or not related to the Concession Activity, under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or the Health and Safety in Employment Act 1982; or the Building Act 1991; or the Resource Management Act 1991; or the Biosecurity Act 1993; or
- (e) the Concessionaire or the Guarantor is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company, has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a Writ of Sale or charging order; or the Concessionaire ceases to function or operate; or
- (f) there is, in the opinion of the Grantor, a permanent risk to public safety or the environment whether arising from the conduct of the Concession Activity or from natural causes such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Document on the part of the Concessionaire.

19.2 If the Grantor terminates the Concession under this clause all rights of the Concessionaire are to cease absolutely; but the Concessionaire is not to be released from any liability to pay the Concession Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.

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19.3 The Grantor may exercise the Grantor's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

20.0 GRANTOR MAY REMEDY CONCESSIONAIRE'S DEFAULT

20.1 The Grantor may elect to remedy at any time without notice any default by the Concessionaire under this Concession.

20.2 The Concessionaire must pay to the Grantor forthwith on demand all reasonable costs and expenses incurred by the Grantor, including legal costs and expenses as between solicitor and client, in remedying such default.

21.0 GRANTOR'S DIRECTIONS

21.1 The Concessionaire must comply with all reasonable notices and directions of the Grantor concerning the Concession Activity on the Land or the conduct of any person on the Land under the authority of this Document.

22.0 POWERS, RIGHTS AND AUTHORITIES

22.1 All powers, rights and authorities of the Grantor under this Document and any notice required to be given by the Grantor may be exercised and given by the Director-General or any officer, employee, or agent of the Director-General.

23.0 INDEMNITIES AND INSURANCE


23.1 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, or clients or otherwise caused as a result of its carrying out the Concession Activity on the Land.

23.2 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.

23.3 Without prejudice to or in any way limiting its liability under clause 23.1 the Concessionaire must take out and keep in force during the Term:

(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 Land and covering:

(i) general indemnity for a sum not less than the amount specified in Item 11 of Schedule 1; and

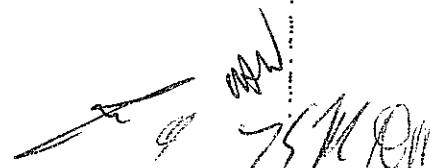


- 16 -

- (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 12 of Schedule 1; and
 - (b) statutory liability for the amount specified in Item 13 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 14 of Schedule 1.
- 23.4 With respect to clause 23.3 the Concessionaire must provide copy certificates of currency for the policies of insurance before commencing the Concession Activity and on each renewal of them.
- 23.5 (a) Without prejudice to any other provision of this Document the Concessionaire will indemnify the Grantor against all damage or loss resulting from any act or omission on the part of the Concessionaire or the Concessionaire's employees, agents, contractors, clients, or invitees;
- (b) The Concessionaire is to recompense the Grantor for all expenses incurred by the Grantor in making good any damage to the Land or the property of the Grantor resulting from such act or omission.
- 23.6 (a) The Grantor will not be liable and does not accept any responsibility for damage to or interference with the Concession Activity or to the structures or facilities on the Land or any other indirect or consequential damage due to any natural disaster, vandalism, sabotage, fire or exposure to the elements except where, subject to the clause 23.6(b), such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors;
- (b) Where the Grantor is found to be liable due to a wilful act or omission, the total extent of the Grantor's liability is limited to [REDACTED] in respect of the Concessionaire's structures and facilities.
- 23.7 Notwithstanding anything else in clause 23 the Grantor is not liable for any indirect or consequential loss howsoever caused.

24.0 ENVIRONMENTAL MONITORING AND LAND REHABILITATION

- 24.1 The Concessionaire must, during the Term, if the Grantor so requests in writing, design in consultation with the Grantor and undertake a programme to monitor and report on the environmental effects of the Concessionaire's use of the Land and conduct of the Concession Activity on the Land.
- 24.2 If the Grantor does not make a request under clause 24.1 the Concessionaire must, during the Term if the Grantor so requests in writing, pay to the Grantor the annual environmental monitoring contribution specified in Item 15 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's conduct of the Concession Activity on the Land.

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24.3 Subject to any conditions imposed by the Grantor and set out in Schedule 3, at the expiry, surrender or termination of this Document, the Concessionaire must reinstate the Land to its condition at the commencement of the Term and replant the Land with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term.

25.0 EXPIRY OF LICENCE

25.1 If the parties have not entered into a new agreement by the Final Expiry Date the Concessionaire accepts that the Grantor has no liability whatsoever for any costs incurred by the Concessionaire as a result of the expiry of this Document.

25.2 Upon the expiry or earlier termination of the Term the Grantor will not be liable to pay compensation for any structure, facility or land alteration of the Concessionaire, all of which, subject to clause 25.4 are to remain the property of the Concessionaire and will be deemed not to have become fixtures on the Land.

25.3 Subject to any conditions set out in Schedule 3, at the expiry, surrender or termination of the Term the Concessionaire must remove all the Concessionaire's structures and facilities on the Land unless the Grantor approves otherwise in writing.

25.4 If the Concessionaire does not remove the structures and facilities as required by clause 25.3, or as otherwise approved by the Grantor, the structures and facilities remaining on the Land will be deemed to have become fixtures and ownership in them will vest absolutely in the Grantor.

25.5 In that case the Grantor will not be liable to pay any compensation to the Concessionaire for the structures and facilities and may, at the Grantor's option, remove or destroy or otherwise dispose of them and recover the costs and expenses of the removal or destruction from the Concessionaire as a debt due to the Grantor.

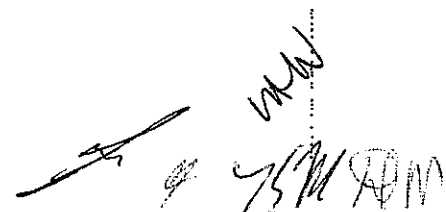
26.0 FORCE MAJEURE

26.1 Neither party will be liable to the other party for any delay in performance of, or failure to perform, its obligations (other than a payment of money) under this Document as a result of any cause beyond its reasonable control.

26.2 If the delay or failure continues for at least 28 days either party will be entitled to terminate this Document by notice in writing.

27.0 DISPUTE RESOLUTION AND ARBITRATION

27.1 If a dispute arises between the parties in connection with this Document including without limitation the interpretation, validity, breach or termination of any of its provisions, the parties will, without prejudice to any other rights or entitlements they may



have under this Document or otherwise, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.

- 27.2 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 arbitration which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.
- 27.3 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.
- 27.4 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. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 27.5 The arbitrator must include in the arbitration award reasons for the determination.

28.0 NOTICES

- 28.1 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 16 of Schedule 1.
- 28.2 A notice given in accordance with clause 28.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of a letter, on the third working day after posting;
 - (c) in the case of facsimile, on the date of dispatch.

29.0 COSTS

- 29.1 The Concessionaire must pay the Grantor's legal costs and expenses of and incidental to preparing and executing this Document or any extension or variation of this Document.
- 29.2 The Concessionaire must pay in full immediately on demand all costs and fees (including but not limited to solicitors' costs and the fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor:

- (a) to enforce or attempt to enforce the Grantor's rights and powers under this Document if the Concessionaire is in breach or default;
- (b) to recover outstanding money owed to the Grantor.

30.0 RELATIONSHIP OF PARTIES

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

- (a) constituting the parties as partners or joint venturers;
- (b) conferring on the Concessionaire any right of exclusive occupation or use of the Land;
- (c) granting any estate or interest in the Land to the Concessionaire;
- (d) preventing the Grantor from granting other concessions, whether similar or not, to other persons;
- (e) derogating from the rights of the Grantor and the public to have access across the Land.

31.0 OFFENCES

31.1 Where any breach of this Concession by the Concessionaire also constitutes an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act:

- (a) no waiver or failure to act by the Grantor under this Document is to preclude the Grantor from prosecuting the Concessionaire; and
- (b) no failure by the Grantor to prosecute the Concessionaire is to preclude the Grantor from exercising the Grantor's remedies under this Document; and
- (c) any action of the Grantor in prosecuting the Concessionaire is not to preclude the Grantor from exercising the Grantor's remedies under this Document.

32.0 SEVERABILITY

32.1 Any illegality, or invalidity or unenforceability of any provision in this Document is not to affect the legality, validity or enforceability of any other provisions.

33.0 ENTIRE UNDERSTANDING

33.1 Except as provided by legislation, this Document and any written variation agreed by the parties contain the entire understanding between the parties with reference to the subject

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A signature on the right side, possibly "CANN".
A circular stamp or signature at the bottom right.

matter of this Document and there is no other agreement, representation or warranty whether it is expressed or implied which in any way extends, defines or otherwise relates to the provisions of this Document.

34.0 VARIATIONS

34.1 The provisions of section 17ZC of the Conservation Act 1987 apply to all variations sought by the Concessionaire and to any applications for extension of the Term.

34.2 The Grantor may vary any conditions of this Document if the variation is necessary:

- (a) to deal with significant adverse effects of the Activity that were not reasonably foreseeable at the time this Licence was granted; or
- (b) because the information made available to the Grantor by the Concessionaire for the purposes of the Concessionaire's application contained inaccuracies which materially influenced the decision to grant the Licence and the effects of the Activity permitted by this Document require more appropriate conditions.

34.3 The Concessionaire is to be bound by every such variation.

35.0 CO-SITING

35.1 The Concessionaire must, if required by the Grantor, allow Co-Siting on the Land except when a Concessionaire demonstrates to the reasonable satisfaction of the Grantor that the Co-Siting by a third party:

- (a) would impact on the ability of the Concessionaire to conduct its Concession Activity; or
- (b) would result in a substantial change to the Concession Activity carried out by the Concessionaire on the Land.

35.2 The Grantor will be entitled to require the Concessionaire to obtain at the Concessionaire's expense a report prepared by an independent consultant acceptable to the Grantor confirming the matter specified in clause 35.1.

35.3 For the avoidance of doubt, a Co-Sitee permitted on the Land must enter into a separate agreement with the Grantor in terms of which the Co-Sitee will be required to pay a fee to the Grantor to conduct an Activity on the Land. This separate agreement will not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Land.

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Signed by :

for and on behalf of
the Minister of Conservation
pursuant to a written delegation
in the presence of :

Witness _____

Occupation _____

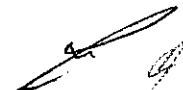



Address _____

Signed by
as Concessionaire in the presence of:

Witness:

Occupation:

Address:

SCHEDULE 1

1. **Land:** The area of the marginal strips adjoining the each side Dingle Burn labeled "cc-dd" on the Proposed Designations Plan. *(see definition of Land in clause 1.1)*
2. **Concession Activity:** Placement, maintenance and use of a bridge and abutments for farm management and general access purposes. *(see definition of Concession Activity in clause 1.1)*
3. **Term:** 49 years and 364 days commencing on *(see clause 3.1)*
4. **Renewal:** not applicable *(see clause 3.2)*
5. **Final Expiry Date:** *(see clause 3.3)*
6. **Concession Fee:** \$ Nil per annum *(see clause 5.1)*
7. **Concession Fee Instalments:** not applicable *(see clause 5.1)*
8. **Concession Fee Payment Date:** on or before the date specified on the invoice *(see clause 5.1)*
9. **Penalty Interest Rate:** *(see clause 5.2)*
Double the Grantor's bank's current highest 90 day bank bill buy rate
Concession Fee Review Date:
11. **Public Liability General Indemnity Cover:** *(see clause 23.3)*
for [REDACTED]
12. **Public Liability Forest & Rural Fire Extension:** *(see clause 23.3)*
for [REDACTED]
13. **Statutory Liability:** *(see clause 23.3)*
Amount [REDACTED]
- 14(a) **Other Types of Insurance:** not applicable *(see clause 23.3)*
- 14(b) **Amounts Insured for Other Types of Insurances:** not applicable *(see clause 23.3)*
15. **Environmental Monitoring Contribution:** not applicable *(see clause 24.2)*

MAN
[Handwritten signature]

Address for Notices:

(see clause 28)

- (a) Grantor C/- Box 5244
DUNEDIN

- (b) Concessionaire Dingleburn Station Dingleburn Road, Lake Hawea
Telephone (03) 443-1558
Facsimile (03) 443-1558

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The initials "GSK" written vertically.
Other illegible handwritten marks.

SCHEDULE 2

Community Service Contribution

Nil

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SCHEDULE 3

Special Conditions

- 1 The Concessionaire shall not restrict or control in any way public access along the Land including the bridge abutments.
- 2 The Concessionaire shall allow the Grantor to have access across the bridge with or without vehicles for the purpose of management of land held for conservation or reserve purposes.
- 3 The Concessionaire shall allow members of the public to have access over the bridge.
- 4 If any contamination of the waterway occurs the Concessionaire is to immediately take action to clean up the contamination and immediately notify the Wanaka Area Manager of the Department of Conservation.
- 5 Should the bridge become redundant or of no use to the Concessionaire or in the event that upon expiry this Concession is not renewed, the Grantor may require the Concessionaire to remove the structure and reinstate the land to the satisfaction of the Wanaka Area Manager. All the costs of removal and land restoration shall be borne by the Concessionaire.
- 6 The Concessionaire will ensure that a registered engineer certifies the bridge as a safe structure before it is used and that regular checks are made by an engineer.
- 7 For the avoidance of doubt the bridge structure remains the property of the Concessionaire who will be responsible for all costs associated with maintenance or upgrading of the structure during the term of this Concession.

[Handwritten signatures and initials]
M.W.
9/10/11

Appendix 9: Form of Easement to be Created – Public access and access for management purposes, Dingleburn road to Hunter Valley and Dingle Burn

MAN
[Signature] *ROM* *9/5/05*

**TRANSFER GRANT OF
EASEMENT IN GROSS**

1. Public Access
2. Access for Management Purposes
3. Car Parking

Land Transfer Act 1952

This page does not form part of the Transfer.

Handwritten signatures and initials:
A large handwritten mark resembling a stylized '4' or 'F' is on the left.
In the center, there are initials 'ROM' and a date '7/5/11'.
On the right, there is a signature 'C.A.W.' written vertically.

RELEASE ~~TRANSFER~~ THE OFFICIAL INFORMATION ACT

Land Transfer Act 1952

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

Land Registration District

--

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

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Transferor Surnames must be underlined

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

Transferee Surnames must be underlined

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

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

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

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

Operative Clause

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

Dated this day of

Attestation

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

Certified correct for the purposes of the Land Transfer Act 1952 Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply

OTACO-37213 – Easement in Gross Templ
CHCRO-65917-Dingle Road – Hunter Valley – Public Mgmt - Parking

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Solicitor for the Transferee

[Handwritten signature]

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

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

Dated Page of Pages

Definitions

1. In this transfer unless the context otherwise requires:

- 1.1 "Easement Area" means that part of the Servient Land being [20] metres wide which is marked "[*"a-b"*, "*"b-c"*, "*"c-d-f1"*, "*"d-e-h-u-t-k-l-v-m-n-o-p"*, and "*"n-q-p"* on the Designations Plan]" on Deposited Plan/S.O. Plan No [] and that part of the Servient Land being [10] metres wide which is marked "[*"c-g"* and "*"g-h"* on the Designations Plan J]" on Deposited Plan/S.O. Plan No [] and that part of the Servient Land being [100 metres wide adjacent to the eastern margin of Lake Hawea which is marked "*"h-i"*, "*"j-k"* and "*"l-w-m"* on the Designations Plan]" on Deposited Plan/S.O. Plan No [] and that part of the Servient Land [being the area between the eastern margin of Lake Hawea and the lower margin of an existing formed track] which is marked "[*"i-j"* on the Designations Plan]" on Deposited Plan/S.O. Plan No [].
- 1.2 "Parking Area" means those parts of the Servient Land which are marked [comprising an area extending 100 metres north of point "b" on the Designations Plan and westwards to the eastern boundary of Crown Land adjoining Lake Hawea and an area extending 100 metres south of point "a" on the Designations Plan and westwards to the eastern boundary of Crown Land adjoining Lake Hawea] on Deposited Plan/S.O. Plan No [].
- 1.3 "Management Purposes" means:
- the protection of a significant inherent value of the land managed by the Transferee (not being a member of the public), in the vicinity of the easement area.
 - The management of the land administered by the Transferee (not being a member of the public) in a way that is ecologically sustainable.
- 1.4 "Servient Land" means the land owned by the Transferor and described on page 1.
- 1.5 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and, for purposes of clause 2.1, includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public; but for the purposes of clause 2.2 means the Transferee's tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation only.
- 1.6 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

2. The Transferee has the right:

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

OTACO-37213 - Easement in Gross Templ
CHCRO-65917-Dingle Road - Hunter Valley - Public Mgmt - Parking

[Handwritten signatures and initials]

Appendix 9: Form of Easement to be Created – Public access and access for management purposes, Dingleburn road to Hunter Valley and Dingle Burn

MAN
[Signature] *ROM* *9/5/16*

**TRANSFER GRANT OF
EASEMENT IN GROSS**

1. Public Access
2. Access for Management Purposes
3. Car Parking

Land Transfer Act 1952

This page does not form part of the Transfer.

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Below it are initials 'ROM' and '7/5/11'.
To the right, there is a signature that appears to be 'C.A.W.'.

RELEASE ~~TRANSFER~~ THE OFFICIAL INFORMATION ACT

Land Transfer Act 1952

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--

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

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Transferor Surnames must be underlined

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

Transferee Surnames must be underlined

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

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

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

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Dated this day of

Attestation

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

Certified correct for the purposes of the Land Transfer Act 1952 Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply

OTACO-37213 – Easement in Gross Templ
CHCRO-65917-Dingle Road – Hunter Valley – Public Mgmt - Parking

--

Solicitor for the Transferee

[Handwritten signature]

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

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

Dated Page of Pages

Definitions

1. In this transfer unless the context otherwise requires:

- 1.1 "Easement Area" means that part of the Servient Land being [20] metres wide which is marked "[*a-b*", "*b-c*", "*c-d-f-l*", "*d-e-h-u-t-k-l-v-m-n-o-p*", and "*n-q-p*" on the Designations Plan]" on Deposited Plan/S.O. Plan No [] and that part of the Servient Land being [10] metres wide which is marked "[*c-g*" and "*g-h*" on the Designations Plan J]" on Deposited Plan/S.O. Plan No [] and that part of the Servient Land being [100 metres wide adjacent to the eastern margin of Lake Hawea which is marked "*h-i*", "*j-k*" and "*l-w-m*" on the Designations Plan]" on Deposited Plan/S.O. Plan No [] and that part of the Servient Land [being the area between the eastern margin of Lake Hawea and the lower margin of an existing formed track] which is marked "[*i-j*" on the Designations Plan]" on Deposited Plan/S.O. Plan No [].
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- the protection of a significant inherent value of the land managed by the Transferee (not being a member of the public), in the vicinity of the easement area.
 - The management of the land administered by the Transferee (not being a member of the public) in a way that is ecologically sustainable.
- 1.4 "Servient Land" means the land owned by the Transferor and described on page 1.
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OTACO-37213 - Easement in Gross Templ
CHCRO-65917-Dingle Road - Hunter Valley - Public Mgmt - Parking

RELEASED UNDER THE OFFICIAL INFORMATION ACT

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

Exclusion of Schedules

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

Term

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

Temporary Suspension

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

Dispute Resolution

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

Notice

- 9.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
 - (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by facsimile to the receiving party.

OTACO-37213 -- Easement in Gross Templ
CHCRO-65917-Dingle Road - Hunter Valley - Public Mgmt - Parking
If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Handwritten signatures and initials]

RELEASED UNDER THE OFFICIAL INFORMATION ACT

- 9.2 If clause 9.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 9.3 If clause 9.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

Special Easement Terms

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.
- 11 The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.
- 12 For purposes of clause 14.2, the Transferee is able to pass and re-pass over and along the Easement Area with or without guns and dogs.
- 13 If the Transferee has a hunting permit issued by the Department of Conservation for land to which the easement provides access, he may carry a gun on the Easement Area for the purpose of gaining access to hunt on that land. If the hunting permit allows for dogs, then the Transferee may for the purpose of hunting be accompanied by a dog or dogs on the Easement Area provided that they are kept on a leash and under control at all times.
- 14 Clause 2 is deleted and replaced with the following: The Transferee has the right:
- 14.1 In common with the Transferor to pass and re-pass at any time over and along the Easement Area labelled [*"a-b" on the Designations Plan*] on foot, by non-motorised vehicle powered by a person or persons, and by motor vehicle. The Transferee has the right in common with the Transferor to pass and re-pass at any time over and along the Easement Area labelled [*"b-c", "c-g", "g-h", "h-i-j-k-l-w-m-n-q-p" & "u-t" on the Designations Plan*] on foot or by non-motorised vehicle powered by a person or persons.
- 14.2 To pass and re-pass at any time over and along the Easement Area labelled [*"a-b", "b-c", "c-d-f-l", "d-e-h-u-t-k-l-v-m-n-o-p" on the Designations Plan*] on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, for Management Purposes.
- 14.3 The Transferee has the right in common with the Transferor to pass and repass over and along the Parking Areas on foot and with motor vehicles or non-motorised vehicle powered by a person or persons at any time and to stop leave and park any such motor vehicle or non-motorised vehicle powered by a person or persons on the Parking Areas.
- 15 The Transferee has the right:
- 15.1 To construct and maintain a benched track on those parts of the Easement Area labelled [*"c-g", "g-h", "h-i", "i-j", j-k, "l-w-m" and "n-q-p on the Designations Plan*].
- 15.2 To take machinery and implements onto the Easement Area for the purpose of track maintenance and construction.
- 15.3 To mark those parts of the Easement area available for public use as appropriate.
- 15.4 To erect and maintain stiles.
- 15.5 To erect and maintain signs informing the public:

OTACO-37213 - Easement in Gross Templ

CHCRO-65917-Dingle Road - Hunter Valley - Public Mgmt - Parking

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.



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

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

15.6 To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clauses 15.1 to 15.5.

16. The Transferor may erect two signs in the form of white boards on that part of the Easement Area lying between [] ["a" and "c" on the Designations Plan]. These signs may be used to temporarily instruct the public not to use this section of the Easement Area when stock are being moved along the track. The Transferor must stipulate on the white board the date and time that the Easement Area will be closed and at what time it will re-open. The period of closure is not to exceed five hours on any given day. The closure period must commence no later than 6am. The Transferor must provide the Department of Conservation in Wanaka at least 24 hours notice of his/her intention to utilise this clause.

17. The Transferor may erect two signs in the form of white boards on that part of the Easement Area lying between [] ["u" and "v" on the Designations Plan]. These signs may be used to temporarily instruct the public not to use this section of the Easement Area when stock are being moved along the track. The Transferor must stipulate on the white board the date and time that the Easement Area will be closed and at what time it will re-open. The period of closure is not to exceed two hours on any given day. The Transferor must provide the Department of Conservation in Wanaka at least 24 hours notice of his/her intention to utilise this clause.

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 _____

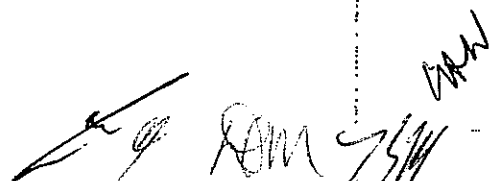
OTACO-37213 - Easement in Gross Templ
CHCRO-65917-Dingle Road - Hunter Valley - Public Mgmt - Parking
If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Handwritten signatures and initials]

RELEASED UNDER THE OFFICIAL INFORMATION ACT

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.

OTACO-37213 - Easement in Gross Temp
CHCRO-65917-Dingle Road - Hunter Valley - Public Mgmt - Parking
If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Handwritten signatures and initials, including a large signature on the left and initials 'ROM' and '7/5/11' on the right.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

[Handwritten signature]
RDM 7/8/11
M.W.

Appendix 10: Form of Easement to be Created – Public access, Timaru Creek and Dingle Burn flood route

9 REM 7514 AW

**TRANSFER GRANT OF
EASEMENT IN GROSS**

Public Access

Land Transfer Act 1952

This page does not form part of the Transfer.

[Handwritten signatures and initials]

TRANSFER
 RELEASED UNDER THE OFFICIAL INFORMATION ACT
 Land Transfer Act 1952

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

Land Registration District

OTAGO

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

Transferor *Sumames must be underlined*

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

Transferee *Sumames 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.*

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

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

Operative Clause

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

Dated this _____ day of _____

Attestation

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

Certified correct for the purposes of the Land Transfer Act 1952 Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply

Easement in Gross for Public Access (adapted from Otaco 37213).
 CHCRO-65936-Dingleburn Timaru Ck& DB Flood Access. 17-2-05.

 Solicitor for the Transferee

[Handwritten signature]

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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 [5] metres wide which is marked ["x-x'", "x'-y" and "x'-z" on the Designations Plan"] "[]" on S.O. Plan No [] and that part of the Servient Land being [the area lying between the Dingle Burn marginal strip and the line which is marked "e-f" on the Proposed Designations Plan"] "[]" on S.O. Plan No [] and that part of the Servient Land being [10] metres wide which is [marked "f-f1" on the Designations Plan"] "[]" on S.O. Plan No [].
 - 1.2 "Servient Land" means the land owned by the Transferor and described on page 1.
 - 1.3 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public.
 - 1.5 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

2. The Transferee has the right in common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.
4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Exclusion of Schedules

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

Term

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

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.

Easement in Gross for Public Access (adapted from Otaco 37213).
CHCRO-65936-Dingleburn Timaru Ck&DB Flood Access. 17-2-05.

[Handwritten signatures and initials]

Temporary Suspension

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

Dispute Resolution

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

Notice

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

Special Easement Terms

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.
- 11 The words "on or accompanied by horses, or by non-motorised vehicle powered by a person or persons" are deleted from Clause 2.
- 12 The Transferee (not being a member of the public) has the right:
- 12.1 To mark the Easement Area as appropriate.
 - 12.2 To erect and maintain stiles.
 - 12.3 To erect and maintain signs informing the public of their rights and responsibilities in relation to the Easement Area.
 - 12.4 To construct and maintain a benched track on those parts of the Easement Area labelled ["e-f" on the Designations Plan] "[]" on S.O. Plan No [].

Easement in Gross for Public Access (adapted from Otaco 37213).

CHCRO-65936-Dingleburn Timaru Ck& DB Flood Access. 17-2-05.

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.



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12.5 To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clause 12.1 to 12.4.

13 The wording of any signs will be as agreed between the Transferor and the Transferee.

14 If the Transferee has a hunting permit, issued by the Department of Conservation for land to which the easement provides access, he may carry a gun on the Easement Area for the purpose of gaining access to hunt on that land. If the hunting permit allows for dogs, then the Transferee may for the purpose of hunting be accompanied by a dog or dogs on the Easement Area provided that they are kept on a leash and under control at all times.

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.

Easement in Gross for Public Access (adapted from Otaco 37213).
CHCRO-65936-Dingleburn Timaru Ck& DB Flood Access. 17-2-05.
If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Handwritten signatures and initials]

 7574 MAN
REM

Appendix 11: Form of Easement to be Created – Access for management purposes for Otago Fish and Game, to Hunter River and Dingle Burn

32
75/11
MAN
RM

Form 2
RELEASED UNDER THE OFFICIAL INFORMATION ACT
Transfer Instrument

Section 90, Land Transfer Act 1952

Land Registration District

OTAGO

BARCODE

Unique Identifier(s)
[or C/T(s)]

All/Part Area/Description of part or stratum

To Be Advised

All

Transferor

Surname(s) must be underlined

COMMISSIONER OF CROWN LANDS

Transferee

Surname(s) must be underlined

OTAGO FISH AND GAME COUNCIL

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

Easement in gross for a right of way under section 26S of the Conservation Act 1987 for foot, motor vehicle and machinery access for management purposes (continued on pages 1 to 3 annexure schedule)

Operative Clause

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

Dated this day of 20

Attestation

If the Transferee or Grantee is to execute this Transfer, include the attestation in an Annexure Schedule

Commissioner's Attestation

Signed in my presence by the Transferor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed):-

Witness name

Occupation

Address

Signature [Common seal]
of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Form 25

Handwritten signatures and initials at the bottom right of the page.

Transfer

Dated

Page 1 of 3 Pages

Definitions

In this transfer unless the context otherwise requires:

- 1.1 "Easement Area" means that part of the Servient Land which is marked "[a - b - c - d - h - k - l - v - m - n - o - p" and "d - f1 on designations plan]" on Deposited Plan/SO Plan No []."
- 1.2 "Management Purposes" means the protection or management of any Fish and Game value of or on any adjacent public land.
- 1.3 "Servient Land" means the land owned by the Transferor and described on page 1.
- 1.4 "Transferee" means the Otago Fish and Game Council and includes the Transferee's employees, tenants, agents, workmen and invitees.
- 1.5 "Transferor" means the owner from time to time of the Servient Land and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

- 2.1 The Transferee has the right in common with the Transferor to pass and re-pass over and along the Easement Area on foot or by motor vehicles, with or without machinery and implements of any kind, for Management Purposes.
- 2.2 In doing any of the matters specified in clause 2.1, the Tranferee has the right to take all reasonable steps on , in or adjacent to the Easement Area to repair and maintain the Easement Area to a standard suitable for pedestrian or vehicle access by the Transferee.

Transferor's obligations

- 3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit or materials or unreasonable impediment to the use and enjoyment of the Easement Area.

Exclusion of Schedules

- 4. The rights and powers contained in the Seventh Schedule of the Land Transfer Act 1952 and the Ninth Schedule of the Property Law Act 1952 are expressly excluded.

Term

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

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

Annexure Schedule

Transfer

Dated

Page 2 of 3 Pages

Handwritten signatures and initials, including what appears to be 'MSM' and 'ROM'.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Dispute

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

Notices

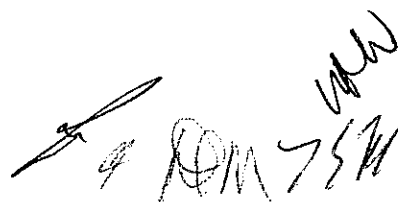
- 7.1 A notice to be given under this easement by one party to the other is to be in writing and must:
 - (a) be hand-delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party.
- 7.2 If clause 7.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.

Obligations of Transferee

8. The Transferee must give the Transferor at least 12 hours notice of her intention to use motor vehicles on the Easement area and will have regard to any reasonable requests by the Transferor. This clause does not apply in an emergency situation.

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

Commissioner of Crown Lands

Handwritten signature and initials, including a stylized signature and the initials 'ROM' and 'MSW'.

Transfer

Dated

Page 3 of 3 Pages

Continuation of "Attestation"

Signed for and on behalf of)
Otago Fish and Game Council)

In the presence of:)

Witness (Signature)

Name _____

Address _____

Occupation _____

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

[Solicitor for] the Transferee

[Handwritten signatures and initials]
MUN
95/11

Appendix 12: Form of Conservation Covenant to be Created – Areas CC1, CC2 and CC5

[Handwritten signatures and initials]
ROM 75M WNW

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

Handwritten signature and initials: [Signature] RM 55W



Department of Conservation
Te Papa Atawhai

WAW
MSM
RAM

RELEASED UNDER THE OFFICIAL INFORMATION ACT

THIS DEED of COVENANT is made the day of

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

AND MINISTER OF CONSERVATION

BACKGROUND

- A. The Commissioner of Crown Lands is deemed for the purposes of section 77 of the Reserves Act 1977 to be the owner of the Land under section 80(5) of the Crown Pastoral Land Act 1998.
- B. The Land contains certain Values.
- C. The parties agree that the Land should be managed so as to preserve the particular Values specified in Schedule 1, and that such purpose can be achieved without the Minister acquiring a fee simple or leasehold interest in the Land.
- D. An approved plan designating the Land as land over which a Covenant under section 77 of the Reserves Act 1977 is to be created has been registered under section 64 of the Crown Pastoral Land Act 1998.
- E. The Commissioner of Crown Lands has agreed to grant the Minister a Covenant over the Land to preserve the particular Values specified in Schedule 1.

OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977, and with the intent that the Covenant run with the Land and bind all subsequent Owners of the Land, the Commissioner of Crown Lands and Minister agree as follows:

1. INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- "Act" means the Reserves Act 1977.
- "Covenant" means this Deed of Covenant made under section 77 of the Act.
- "Director-General" means the Director-General of Conservation.
- "Fence" includes a gate.
- "Fire Authority" means a Fire Authority as defined in the Forest and Rural Fires Act 1977.
- "Land" means the land described in Schedule 1.
- "Minerals" means any mineral that is not a Crown owned mineral under section 2 of the Crown Minerals Act 1991.
- "Minister" means the Minister of Conservation.
- "Natural Water" includes water contained in streams the banks of which have, from time to time, been realigned.
- "Owner" means the person or persons who from time to time is or are registered as the proprietor(s) of the Land.

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A large signature, possibly "GSM", and other initials including "CAN" and "ROM".

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- "Party" or "Parties" means either the Minister or the Owner or both.
- "Values" means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat or historic values as specified in Schedule 1.
- "Working Day" means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:

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

2. OBJECTIVE OF THE COVENANT

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

3. THE OWNER'S OBLIGATIONS

3.1 Unless agreed in writing by the parties, the Owner must not carry out on or in relation to the Land:

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

Handwritten signatures and initials:
A large signature, possibly "REM", and other initials including "MAN" and "75M".

RELEASED UNDER THE OFFICIAL INFORMATION ACT

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

4. THE MINISTER'S OBLIGATIONS

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

5. IMPLEMENTATION OF OBJECTIVES

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

6. DURATION OF COVENANT

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

Handwritten signatures and initials:
A large signature (possibly "REM") and the initials "7521" and "WAW" are present in the bottom right corner of the page.

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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.

Handwritten signatures and initials:
A large signature on the left, followed by "DM" and "95 M" in the center, and "WAW" on the right.

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9. NOTICES

9.1 A notice to be given under this Covenant by one party to the other is to be in writing and made by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 1.

9.2 A notice given in accordance with clause 9.1 will be deemed to have been received:

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

9.3 The Owner must notify the Minister of any change of ownership or control of all or part of the Land and must supply the Minister with the name and address of the new owner or person in control.

10. DEFAULT

10.1 Where either the Minister or the Owner breaches any of the terms and conditions contained in this Covenant the other party:

10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

10.2 Should either the Minister or the Owner become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

10.2.1 advise the defaulting party of the default.

10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11. DISPUTE RESOLUTION PROCESSES

11.1 If any dispute arises between the Minister and the Owner in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

11.2 Mediation

11.2.1 if the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

11.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

11.3 Failure of Mediation

11.3.1 in the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;

Handwritten signatures and initials:
WGN
REM
95M

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11.3.2 notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President of the District Law Society in the region in which the Land is situated;

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

12. JOINT OBLIGATIONS

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

13. SPECIAL CONDITIONS

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

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

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

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

Witness: _____

Address : _____

Occupation: _____

[Handwritten signatures and initials]

SCHEDULE 1

1. Description of Land

Currently shaded yellow and labelled CC1, CC2 and CC5 on the Designations Plan.

2. Address for Service¹

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

C/- Box 5244
DUNEDIN

C/- 77 Stuart Street
DUNEDIN

Fax (03) 477 8626

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

Dingleburn Station Dingleburn Road, Lake Hawea

Fax (03) 443-1558

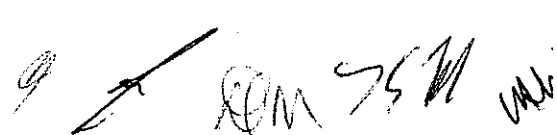
3. Values of Land to be Protected

The covenant area comprises three separate land parcels where terrain and soil type have rendered previous development attempts (primarily burning) unsuccessful. Vegetation at all sites has regenerated through a predominantly natural succession process into diverse shrublands. Vegetation is dominated by kanuka and manuka. Other common species include marbleleaf, broadleaf, lemon wood, *Dracophyllum longifolium*, tree fuchsia, matipou and the lawyer vine *Rubus schmidelloides*.

The two most northern of the three land parcels (*labelled as CC1 and CC2 on the Designations Plan*) show the most advanced regeneration towards a native shrubland/broad leaved forest. At these sites bracken covered slopes have been vigorously invaded by small broad-leaved trees, which in some areas have had sufficient respite from fire to form a continuous canopy dominated by lemon wood (*Pittosporum tenuifolium*). Other common species include lancewood, fuchsia, karamu (*Coprosma lucida*), broadleaf, wineberry, tree tutu and cabbage trees.

The covenant areas contribute to the natural landscape character of the Wanaka and Huxley Ecological Districts.

¹ State street address not Post Office Box number.



SCHEDULE 2

Special Conditions

1. The Minister will pay to the Owner a proportionate share of the following:
 - 1.1 the cost of any work under clauses 3.2.1, 3.2.2 and 3.2.3 if the Minister has first approved the work and the work is over and above that required by any statute.
 2. The proportionate share payable by the Minister is to be calculated having regard to the purpose of the expenditure with the intent that:
 - 2.1 the Minister will bear the cost of work essential for purposes of nature/historic conservation;
 - 2.2 the Owner will bear the cost of work essential for farming purposes;
 - 2.3 when the expenditure is partly for nature/historic conservation and partly for farming purposes, the parties will bear the costs equally or in such other proportion as they may agree, and failing agreement, as may be determined under clause 11.
3. Clause 3.1.1 is deleted and replaced with:

The Owner shall not deliberately graze the Land.
4. Notwithstanding the provisions of condition 3.1 the Owner may take whatever action is necessary to maintain the private hydro-power scheme in the lower Silver Burn. This clause applies to that part of the Land which lies within 100 metres of existing infrastructure associated with the hydro power scheme.
5. **THE** Minister may at his own cost undertake wilding pine control operations on the Land but before doing so will give the Owner at least 48 hours notice of her intention to do so and will comply with any reasonable requests relating to the wilding pine operation made of him by the Owner.



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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

WGNHO-118959 - Conservation Covenant under Reserves Act 1977 - Version 4.1. June 2003.
CHCRO-47614. Dingleburn Covenant. CC1, CC2, CC5. 23-06-04

[Handwritten signature]
ROM 75/11 WNW

Appendix 13: Form of Conservation Covenant to be Created – Area CC6

[Handwritten signatures and initials]

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

[Handwritten signatures and initials]

RELEASED UNDER THE OFFICIAL INFORMATION ACT

THIS DEED of COVENANT is made the day of

BETWEEN

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

AND

MINISTER OF CONSERVATION

BACKGROUND

- A. The Commissioner of Crown Lands is deemed for the purposes of section 77 of the Reserves Act 1977 to be the owner of the Land under section 80(5) of the Crown Pastoral Land Act 1998.
- B. The Land contains certain Values.
- C. The parties agree that the Land should be managed so as to preserve the particular Values specified in Schedule 1, and that such purpose can be achieved without the Minister acquiring a fee simple or leasehold interest in the Land.
- D. An approved plan designating the Land as land over which a Covenant under section 77 of the Reserves Act 1977 is to be created has been registered under section 64 of the Crown Pastoral Land Act 1998.
- E. The Commissioner of Crown Lands has agreed to grant the Minister a Covenant over the Land to preserve the particular Values specified in Schedule 1.

OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977, and with the intent that the Covenant run with the Land and bind all subsequent Owners of the Land, the Commissioner of Crown Lands and Minister agree as follows:

1. INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- "Act" means the Reserves Act 1977.
- "Covenant" means this Deed of Covenant made under section 77 of the Act.
- "Director-General" means the Director-General of Conservation.
- "Fence" includes a gate.
- "Fire Authority" means a Fire Authority as defined in the Forest and Rural Fires Act 1977.
- "Land" means the land described in Schedule 1.
- "Minerals" means any mineral that is not a Crown owned mineral under section 2 of the Crown Minerals Act 1991.
- "Minister" means the Minister of Conservation.
- "Natural Water" includes water contained in streams the banks of which have, from time to time, been realigned.
- "Owner" means the person or persons who from time to time is or are registered as the proprietor(s) of the Land.



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- "Party" or "Parties" means either the Minister or the Owner or both.
- "Values" means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat or historic values as specified in Schedule 1.
- "Working Day" means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:


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

2. OBJECTIVE OF THE COVENANT

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

3. THE OWNER'S OBLIGATIONS

- 3.1 Unless agreed in writing by the parties, the Owner must not carry out on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, chemical spraying, top dressing or sowing of seed;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;



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

4. THE MINISTER'S OBLIGATIONS

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

5. IMPLEMENTATION OF OBJECTIVES

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

6. DURATION OF COVENANT

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

[Handwritten signatures and initials]

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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.



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9. NOTICES

9.1 A notice to be given under this Covenant by one party to the other is to be in writing and made by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 1.

9.2 A notice given in accordance with clause 9.1 will be deemed to have been received:

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

9.3 The Owner must notify the Minister of any change of ownership or control of all or part of the Land and must supply the Minister with the name and address of the new owner or person in control.

10. DEFAULT

10.1 Where either the Minister or the Owner breaches any of the terms and conditions contained in this Covenant the other party:

10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

10.2 Should either the Minister or the Owner become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

10.2.1 advise the defaulting party of the default.

10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11. DISPUTE RESOLUTION PROCESSES

11.1 If any dispute arises between the Minister and the Owner in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

11.2 Mediation

11.2.1 if the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

11.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

11.3 Failure of Mediation

11.3.1 in the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;

[Handwritten signatures and initials]

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11.3.2 notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President of the District Law Society in the region in which the Land is situated;

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

12. JOINT OBLIGATIONS

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

13. SPECIAL CONDITIONS

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

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

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

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

Witness: _____

Address : _____

Occupation: _____

SCHEDULE 1

1. Description of Land

Currently shaded yellow and labelled C6 on the Proposed Designations Plan.

2. Address for Service¹

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

C/- Box 5244
DUNEDIN

C/- 77 Stuart Street
DUNEDIN

Fax (03) 477 8626

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

Dingleburn Station Dingleburn Road, Lake Hawea

Fax (03) 443-1558

3. Values of Land to be Preserved

The Land contains open landscape values unscarred by earth disturbance, exotic trees or manmade structures.

¹ State street address not Post Office Box number.

[Handwritten signatures and initials]

RELEASED UNDER THE OFFICIAL INFORMATION ACT

SCHEDULE 2

Special Conditions

1. The Minister will pay to the Owner a proportionate share of the following:
 - 1.1 the cost of any work under clauses 3.2.1, 3.2.2 and 3.2.3 if the Minister has first approved the work and the work is over and above that required by any statute.
2. The proportionate share payable by the Minister is to be calculated having regard to the purpose of the expenditure with the intent that:
 - 2.1 the Minister will bear the cost of work essential for purposes of nature/historic conservation;
 - 2.2 the Owner will bear the cost of work essential for farming purposes;
 - 2.3 when the expenditure is partly for nature/historic conservation and partly for farming purposes, the parties will bear the costs equally or in such other proportion as they may agree, and failing agreement, as may be determined under clause 11.
3. Clauses 3.1.1 & 3.1.2 are deleted.
4. Clause 3.1.4 is deleted and replaced with the following :
 - 3.1.4 The erection of any building;
5. Clause 3.1.5 is deleted excepting that no burning shall be undertaken on that part of the Land which lies outside of the Timaru Creek Catchment.
6. The Minister acknowledges that the Owner may wish to construct a building or buildings on the Land and the Minister will agree to any such construction upon request, provided the Minister is satisfied that the siting and design of any such building do not unduly compromise the values outlined in Schedule One.
7. The Minister acknowledges that the Owner has attained consent under the Crown Pastoral Land Act 1998 to construct a farm track from approximately GR G39 2220460 5624782 to GR2221321 5624855 (Junction Hut) and that this work is unlikely to be undertaken prior to this covenant taking effect. The Minister will agree to the construction of this track upon request, provided he is satisfied that the siting, design and construction is completed in a manner which minimises the impact on the values outlined in Schedule One.

[Handwritten signatures and initials]
MHW
SSM

RELEASED UNDER THE OFFICIAL INFORMATION ACT
to

MINISTER OF CONSERVATION

Solicitor
Department of Conservation
DUNEDIN/CHRISTCHURCH

WGNHO-118959 - Conservation Covenant under Reserves Act 1977 - Version 4.1. June 2003.
CHCRO-47673 - Dingleburn Conservation Covenant Timaru Creek. 23 June 2004.

9
✓
RM
7576
VW

Appendix 14: Form of Conservation Covenant to be Created – Ngai Tahu covenant, Area MKC

MAN
9 *SM* *SM* *35*
SM *SM*

DATED _____

Between

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

and

TE RŪNANGA o NGĀI TAHU

~~_____~~ MW
AM 5/5/98

RELEASED UNDER THE ~~COVENANT INFORMATION~~ RESERVES ACT 1977
FOR CROWN PASTORAL LAND ACT 1998 PURPOSES

THIS DEED of COVENANT is made the _____ day of _____

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

AND TE RŪNANGA o NGĀI TAHU

BACKGROUND

- A. One of the objects of the Crown Pastoral Land Act (1998) is to enable reviewable land capable of economic use to be freed from management constraints, and to enable the protection of the significant inherent values of the reviewable land.
- B. The Land is part of the reviewable land for the Dingleburn Pastoral Lease and contains significant inherent cultural values for Ngāi Tahu Whānui (refer to Schedule 1 for a description of the Land and the values associated with the Land).
- C. The Parties agree that management of the Land must protect the significant inherent cultural values.
- D. An approved plan designating the Land as land over which a covenant under section 77 of the Reserves Act 1977 is to be created has been registered under section 64 of the Crown Pastoral Land Act 1998.
- E. To achieve the objects of the Crown Pastoral Land Act (1998) the Commissioner of Crown Lands has agreed to grant Te Rūnanga o Ngāi Tahu a Covenant over the Land to protect the association between Ngāi Tahu Whānui and the Land.
- F. Te Rūnanga o Ngāi Tahu has been approved by the Minister of Conservation, pursuant to Section 77 of the Reserves Act 1977, as the covenanting body for this Covenant.

OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977, and with the intent that the Covenant run with the Land and bind all subsequent Owners of the Land, the Commissioner of Crown Lands and Te Rūnanga o Ngāi Tahu agree as follows:

1.0 INTERPRETATION

1.1. In this Covenant unless the context otherwise requires:

- "Act" means the Reserves Act 1977.
- "Covenant" means this Deed of Covenant made under section 77 of the Act.
- "Fence" includes a gate.
- "Fire Authority" means a Fire Authority as defined in the Forest and Rural Fires Act 1977.
- "Land" means the land described in Schedule 1.

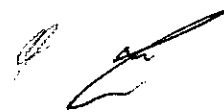
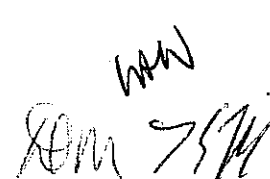
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- Minerals** means any mineral that is not a Crown owned mineral under section 2 of the Crown Minerals Act 1991.
- "Natural Water"** includes water contained in streams the banks of which have, from time to time, been realigned, groundwater and wetlands.
- "Ngāi Tahu Whānui"** means the collective of the individuals who descend from the primary hapū of (Waitaha, Ngāti Mamoe, and Ngāi Tahu), namely, Kāti Kuri, Kāti Irakehu, Kāti Huirapa, Ngāi Tūāhuriri, and Kāi Te Ruahikihiki (Section 2, Te Rūnanga o Ngāi Tahu Act 1996).
- "Owner"** means the person or persons who from time to time is or are registered as the proprietor(s) of the Land.
- "Party" or "Parties"** means either Te Rūnanga o Ngāi Tahu or the Owner or both.
- "Papatipu Rūnanga"** means the Papatipu Rūnanga of Ngāi Tahu Whānui as defined in the first schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment. Refer to Schedule 2 for a list of the kaitiaki Papatipu Rūnanga.
- "Te Rūnanga o Ngāi Tahu"** means the body corporate established on 24th April 1996 under section 6 of Te Rūnanga o Ngāi Tahu Act 1996, as a tribal representative body of Ngāi Tahu Whānui.
- "Values"** means the significant inherent cultural values associated with the Land as referred to 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.

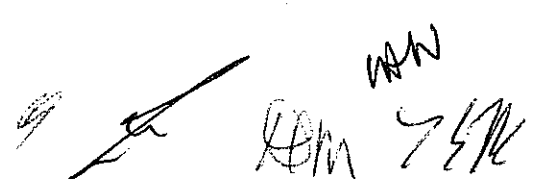
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2.0 OBJECTIVES OF THE COVENANT

- 2.1. To manage the Land so as to protect the Values outlined in Schedule 1.
- 2.2. To provide access for groups and/or individuals organised by Te Rūnanga o Ngāi Tahu or by any of the kaitiaki Papatipu Rūnanga (as referred to in Schedule 2) to the Land for cultural and management purposes.

3.0 THE OWNER'S OBLIGATIONS

- 3.1. Unless agreed to by Te Rūnanga o Ngāi Tahu, the Owner must not carry out any of the following activities on or in relation to the Land:
- 3.1.1. the grazing of cattle;
 - 3.1.2. the felling or removal of, or damage to 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, or any other structure;
 - 3.1.5. any burning or chemical spraying on the Land;
 - 3.1.6. any cultivation, earth works or other soil disturbances;
 - 3.1.7. any archaeological research;
 - 3.1.8. the draining of water from the outlet of Dingleburn Lagoon / Turihuka and the surrounding wetlands;
 - 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 Ngāi Tahu Whānui association with the Land;
 - 3.1.11. any concession or tourism related activity that involves any interpretation of Ngāi Tahu history and values.
- 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 rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.4. allow groups and/or individuals organised by Te Rūnanga o Ngāi Tahu or by a kaitiaki Papatipu Rūnanga, access to the Land for cultural and management purposes on the following conditions:
 - 3.2.4.1. That at least fifteen (15) working days advance notice of any such proposed visit is provided to the Owner by telephone, facsimile or letter, except where the Owner decides to waive this requirement at their discretion; or
 - 3.2.4.2. That such access will not unduly inconvenience pastoral farming operations; or



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- 3.2.4.3. That the number of people accessing the Land with a motor vehicle, dog or firearm unless they have express permission from the Owner to do so; or
- 3.2.4.4. That the number of people accessing the Land at any one time is no more than fifteen (15) persons, unless a greater number is otherwise first agreed to by the Owner.
- 3.2.5. 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.
- 3.2.6. create and maintain a strong working relationship with Te Rūnanga o Ngāi Tahu and Papatipu Rūnanga for management purposes of the Land.

4.0 TE RŪNANGA O NGĀI TAHU OBLIGATIONS

- 4.1. Te Rūnanga o Ngāi Tahu must have regard to the objectives specified in clause 2.1 and 2.2 when considering any requests for approval under this Covenant.
- 4.2. Te Rūnanga o Ngāi Tahu must repair and/or 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 any person authorised by Te Rūnanga o Ngāi Tahu or any person referred to in clause 3.2.4 exercising any of the rights conferred by this Covenant.
- 4.3. Te Rūnanga o Ngāi Tahu and kaitiaki Papatipu Rūnanga will create and maintain a strong working relationship with the Owner for management purposes of the Land.

5.0 IMPLEMENTATION OF OBJECTIVES

- 5.1. Te Rūnanga o Ngāi Tahu 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 or 2.2;
- 5.1.2. prepare, in consultation with the Owner, a joint management plan for the Land to achieve the objectives specified in clause 2.1.

6.0 DURATION OF COVENANT

- 6.1. This Covenant binds Te Rūnanga o Ngāi Tahu and the Owner in perpetuity to the rights and obligations contained in it.

7.0 MISCELLANEOUS MATTERS

7.1. Rights

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

7.2. Trespass Act

- 7.2.1. 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;
- 7.2.2. 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.

7.3. Reserves Act

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7.3.1. 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.

7.4. Titles

7.4.1. This Covenant must be signed by the Commissioner of Crown Lands and Te Rūnanga o Ngāi Tahu and, for the benefit of the Parties, the Commissioner of Crown Lands undertakes to register it against the Certificate of Title to the Land as soon after the execution of this Covenant as practicably possible.

7.5. Acceptance of Covenant

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

7.6. Fire

7.6.1. The Owner must notify, as soon as practicable, the appropriate Fire Authority and Te Rūnanga o Ngāi Tahu in the event of wildfire threatening the Land;

8.0 NOTICES

8.1. 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.

8.2. A notice given in accordance with clause 8.1 will be deemed to have been received:

8.2.1. in the case of personal delivery, on the date of delivery;

8.2.2. in the case of pre-paid post, on the third Working Day after posting;

8.2.3. 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.

8.3. The Owner must notify Te Rūnanga o Ngāi Tahu of any change of ownership or control of all or part of the Land and must supply Te Rūnanga o Ngāi Tahu with the name and address of the new owner or person in control.

9.0 DEFAULT

9.1. Where either Te Rūnanga o Ngāi Tahu or the Owner breaches any of the terms and conditions contained in this Covenant the other Party:

9.1.1. may take such action as may be necessary to remedy the breach, to prevent the continuation of any such breach and to prevent any further damage occurring as a result of the breach; and

9.1.2. 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.

9.2. Should either Te Rūnanga o Ngāi Tahu 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:

9.2.1. advise the defaulting Party of the default.

9.2.2. state the action reasonably required of the defaulting Party to perform or observe in accordance with this Covenant; and

9.2.3. state a reasonable period within which the defaulting Party must take action to remedy the default.

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