

# **Crown Pastoral Land Tenure Review**

**Lease name : GLENTANNER**

**Lease number : PT 006**

## **Substantive Proposal**

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

**June**

**14**

17 10 2013  
EXECUTION  
COPY

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

Date: 31 July 2013

**Parties**

**Holder:** Glentanner Station Limited

C/- HC Partners Ltd,  
Chartered Accountants  
39 George Street,  
TIMARU

**Commissioner of Crown Lands:**

C/- The Manager Tenure Review  
Darroch Limited  
PO Box 27  
Alexandra

**The Land**

**Lease:** Glentanner

**Legal Description:** Part Run 89 and Part Run 89A "Glentanner", Part RS 41652 and Pt Reserve 4044, Sections 1-6 SO 17788, Sections 1-5 SO 14682, Sections 1-3 SO 14832, Sections 1-6 SO 14833, Sections 3 and 4 SO 14834, Sections 7 SO 20250, situated in Mueller, Tasman, Jollie, Pukaki and Gladstone Survey Districts

**Area:** 4047.9312 hectares more or less (subject to survey)

**Certificate of Title/Unique Identifier:** CB30F/683

**Conservation Area:**

**Legal Description:** Part RS 41651 SO 17101 Pukaki Survey District

**Area:** 87.0425 hectares more or less ✓

**Unused Crown Land:**

**Legal Description:** Part Runs 89 and 89A situated in Blocks XVII & XVIII Mueller and Blocks I, II, III, V, VI, VII, IX, X & XI Tasman Survey Districts (Canterbury Registry)

**Area:** 8870 hectares more or less ✓

*[Handwritten signature]*

**Summary of Designations**

---

Under this Proposal, the Land is designated as follows:

- (a) The Crown Land (shown edged in pink on the Plan) is to be restored to, or retained by, the Crown as set out in Schedules One, Two, Three and Four; and
- (b) The Freehold Land (shown edged in green on the Plan) is to be disposed by freehold disposal to the Holder as set out in Schedules Five, Six and Seven.

---

*[Handwritten signature]*

1 The Plan

---

1000  
MMJ

**2 Conditions**

---

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

**3 Settlement**

---

- 3.1 Unless otherwise agreed by the parties, the Settlement Date for the disposal of the Freehold Land to the Holder by freehold disposal will be the day that is TEN (10) working days following the day on which Land Information New Zealand notifies the Commissioner that the Final Plan and a copy of this Proposal are registered in accordance with the Act.

- 3.2 The Freehold Land will be disposed of to the Holder under the Land Act 1948.

- 3.3 Notwithstanding anything to the contrary, if, as at the Settlement Date (as determined pursuant to clause 3.1), the rent payable under the Lease is subject to a Rent Review, then the Commissioner may elect to:

(a) settle on the Settlement Date on the basis that the Commissioner may retain from the Commissioner's Payment an amount which the Commissioner, acting reasonably, estimates will be payable by the Holder to the Commissioner following agreement or determination of the Rent Review ("the Retention"). The Retention shall be held by the Crown Law Office in an on-call, interest-bearing trust account in the joint names of the parties for their respective rights and interests. Upon agreement or determination of the Rent Review, the Commissioner shall calculate the rent shortfall payable by the Holder to the Commissioner in respect of the period from the effective date of the Rent Review to the Settlement Date, both dates inclusive ("the Shortfall"). If:

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

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

or

(b) defer the Settlement Date until TEN (10) working days after the rent payable as a consequence of the Rent Review:

(i) has been agreed or determined; and

(ii) is not and will not be subject to any appeal, rehearing or other proceedings.

**4 Holder's Payment**

---

- 4.1 By 3.00 p.m. on the Settlement Date, the Holder must pay the Holder's Payment and all other money payable to the Commissioner or the duly appointed agent of the Commissioner by bank cheque without set-off or deduction of any kind in accordance with the settlement requirements of the Commissioner.

- 4.2 If the Holder fails to pay the Holder's Payment or any part of it or any other money to the Commissioner or to the duly appointed agent of the Commissioner on the Settlement Date clause 19 will apply

**5 Commissioner's Payment**

---

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

## **6 Vesting of Crown Land**

---

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

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

---

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

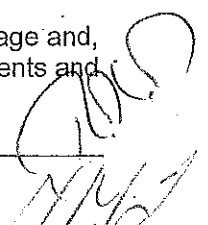
## **8 Registration of Documents**

---

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

## **9 Consents**

---

- 9.1 The Holder must obtain the written consent to the Holder's acceptance of this Proposal from all persons having an interest in the Land (other than the Holder), including, but not limited to:
- (a) any Mortgagee(s);
  - (b) any party entitled to the benefit of a land improvement agreement registered against the Lease and/or the Land; and
  - (c) any other person that the Commissioner reasonably believes has an interest in the Land or who the Holder reasonably believes has an interest in the Land, whether registered or not.
- 9.2 The consents required under clause 9.1 must be in a form acceptable to the Commissioner in all respects and be returned to the Commissioner with this Proposal on its acceptance by the Holder. Examples of the form of consents required under clause 9.1 are set out in Appendix 1.
- 9.3 The Holder must also obtain, and provide to the Commissioner if requested, all consents necessary for the Holder to accept this Proposal including (without limitation) any:
- (a) corporate and/or trustee consents; and
  - (b) consent required under the Overseas Investment Act 2005 and the Overseas Investment Regulations 2005.
- 9.4 The Holder will procure the Mortgagee to execute a registrable discharge of the Mortgage and, if required by the Mortgagee, the Holder will execute registrable new mortgage documents and forward these to the Commissioner to be registered as set out in clause 8.
- 

- 9.5 If required by the Mortgagee, the Commissioner will provide an undertaking that, subject to the provisions of clause 7 being satisfied, the Commissioner will register the discharge of the Mortgage and register any new mortgage against the certificate of title for Freehold Land at the same time as the certificate of title for the Freehold Land issues.

## 10 Continuation of Lease

---

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

## 11 Fencing and Construction Works

---

- 11.1 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, the Commissioner will, subject to clauses 11.2 and 14.4, erect at the Commissioner's cost new fencing:
- (a) approximately along the lines marked "New Fencing B-C, E-M, N-O, V-Y-DD" on the Plan; and
  - (b) to the specifications in Appendix 3;
- ("the Fencing").
- 11.2 If the Fencing requires a resource consent or any other consent from any local or territorial authority ("the Fencing Consent"), the following provisions shall apply:
- (a) The Commissioner shall use reasonable endeavours to obtain the Fencing Consent within 6 months of this Proposal taking effect pursuant to the Act.
  - (b) If the Fencing Consent:
    - (i) is not obtained within 6 months of this Proposal taking effect pursuant to the Act; and/or
    - (ii) is obtained on terms which are not satisfactory to the Commissioner in all respects;the Commissioner may, acting reasonably, elect to do any one or more of the following:
    - (iii) erect the Fencing in a position different from that shown on the Plan;

- (iv) erect the Fencing over a shorter distance than that shown on the Plan; or
  - (v) erect the Fencing to specifications different from those in Appendix 3.
- 11.3 If the Commissioner has not completed the Fencing by the Settlement Date, the Holder agrees that the Commissioner may register a covenant, on terms entirely satisfactory to the Commissioner (in the Commissioner's sole discretion), over the Freehold Land to enable the Commissioner to complete the Fencing. The Holder will do all things necessary (including signing any document) to enable the Commissioner to register such a covenant.
- 11.4 The ongoing maintenance of the Fencing referred to in clauses 11.1 and 11.2 will be subject to the terms of the Fencing Act 1978.
- 11.5 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, the Commissioner will, subject to clause 11.6, undertake the construction works set out in Appendix 3 on the terms and conditions set out in Appendix 3 ("the Construction Works").
- 11.6 If any Construction Works for which the Commissioner is liable, or jointly liable with the Holder, require a resource consent or any other consent from any local or territorial authority ("the Works Consent"), the following provisions shall apply:
- (a) The Commissioner shall use reasonable endeavours to obtain the Works Consent within 6 months of this Proposal taking effect pursuant to the Act.
  - (b) If the Works Consent:
    - (i) is not obtained within 6 months of this Proposal taking effect pursuant to the Act; and/or
    - (ii) is obtained on terms which are not satisfactory to the Commissioner in all respects;
- the Commissioner may, acting reasonably, elect to vary the extent of the Construction Works in question and/or the terms and conditions upon which they are carried out.

## 12 Apportionments

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



**13 Risk**

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

**14 Survey**

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

**15 Holder's Acknowledgements**

- 15.1 If the Holder accepts this Proposal and that acceptance takes effect under the Act, the Holder acknowledges that:
- (a) it is obtaining the freehold interest in the Freehold Land:
    - (i) "as is", solely in reliance on its own investigations and judgement; and
    - (ii) not in reliance on any representation or warranty made by the Commissioner, its employees, agents or any other person or persons directly or indirectly associated with the Commissioner;
  - (b) the Holder has carried out all inspections of the Freehold Land which the Holder considers necessary to satisfy itself as to all matters relating to the Freehold Land;
  - (c) the Holder, at its cost, is entirely responsible for all work to ensure that the Freehold Land complies with all applicable laws including (without limitation):
    - (i) the Resource Management Act 1991 and the Resource Management Amendment Act 2005; and
    - (ii) any rule in any plan, resource consent or other requirement issued under the Resource Management Act 1991, and
    - (iii) the Building Act 2004 and the Building Amendment Act 2009; and

the Holder hereby indemnifies and will indemnify the Commissioner against all losses, damages and expenses incurred by the Commissioner and against all claims made against the Commissioner in respect of any work or costs for which the Holder is liable under this clause 15;
  - (d) nothing in this Proposal is affected by, and the Commissioner has no liability of any nature in respect of, the existence or terms of any leases, licences or other occupation rights of any nature (if any) granted by the Holder in respect of the Land; and
  - (e) the Holder has no claim (and will not have any claim) whatsoever against the Crown and/or Commissioner in relation to the Tenure Review and/or this Proposal, including

(without limitation) any claim for any misrepresentation or for any loss or damage suffered whether in contract, tort (including negligence) or otherwise.

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

---

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

**17 Acceptance**

---

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

**18 Solicitors Certificate**

---

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

**19 Default**

---

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

**20 Goods and Services Tax**

---

- 20.1 Unless the context otherwise requires, words and phrases used in this clause have the same meaning as in the GST Act.
- 20.2 If the supplies evidenced by the Holder's Consideration and the Commissioner's Consideration are taxable supplies under the GST Act, then:
- (a) the Commissioner and the Holder warrant to each other that they are registered for GST purposes as at the Holder's acceptance of this Proposal and that they will be so registered on the Settlement Date;
  - (b) the Commissioner and the Holder confirm that as at the Settlement Date:

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

**21 Lowest price**

---

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

**22 Costs**

---

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

**23 No nomination or assignment**

---

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

#### 24 Recreation Permit

---

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

#### 25 Consents for Activities

---

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

#### 26 General

---

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

*[Handwritten signature]*  
HM

27 Interpretation

---

27.1 Definitions

In this Proposal unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

**Freehold Land** means the land set out in Schedule Five, Schedule Six, Schedule Seven;

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

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

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

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

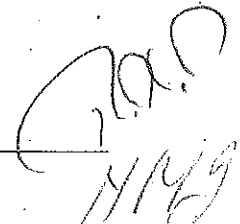
**Holder's Payment** means the balance of the Holder's Consideration payable by the Holder to the Commissioner by equality of exchange for the freehold of the Freehold Land, as specified in the Notice (if any);

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

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

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

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



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

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

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

**Plan** means the plan of the Land showing all designations attached to this Proposal;

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

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

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

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

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

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

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

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

**Works Consent** means any and all consents required under the Resource Management Act 1991 and/or the Building Act 2004 and their respective amendments.

## 27.2 Construction of certain references

In this Proposal, unless inconsistent with the context:

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

*Handwritten signature and initials:*  
HML

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

10/10  
H.M.G.







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

---

**1 Details of Designation**

---

- 1.1 Under this Proposal the land shown marked in pink on the Plan and labelled as "CA1", being 240 hectares (approximately) is designated as land to be restored to or retained in full Crown ownership and control as conservation area by way of exchange: See Schedule Five detailing the land (CC5) being exchanged.

*[Handwritten signature]*  
7/1/67



### TR024 Glentanner Substantive Proposal Sheet 1 of 3

Land to be retained in full Crown ownership and control CA1 by way of exchange for CC5 (depicted on Sheet 2)



Land to be retained in Crown control as a Conservation Area subject to a concession CA2, CA3



Land to be retained in Crown control as a scenic reserve subject to a concession "SR"



Land to be freeholded to Glentanner Station Limited "FH1", "FH2" and "FH3"



Land to be freeholded to Glentanner Station Limited subject to a covenant "CC1"



Land to be freeholded to Glentanner Station Limited subject to a covenant "CC2"



Land to be freeholded to Glentanner Station Limited subject to a covenant "CC3"



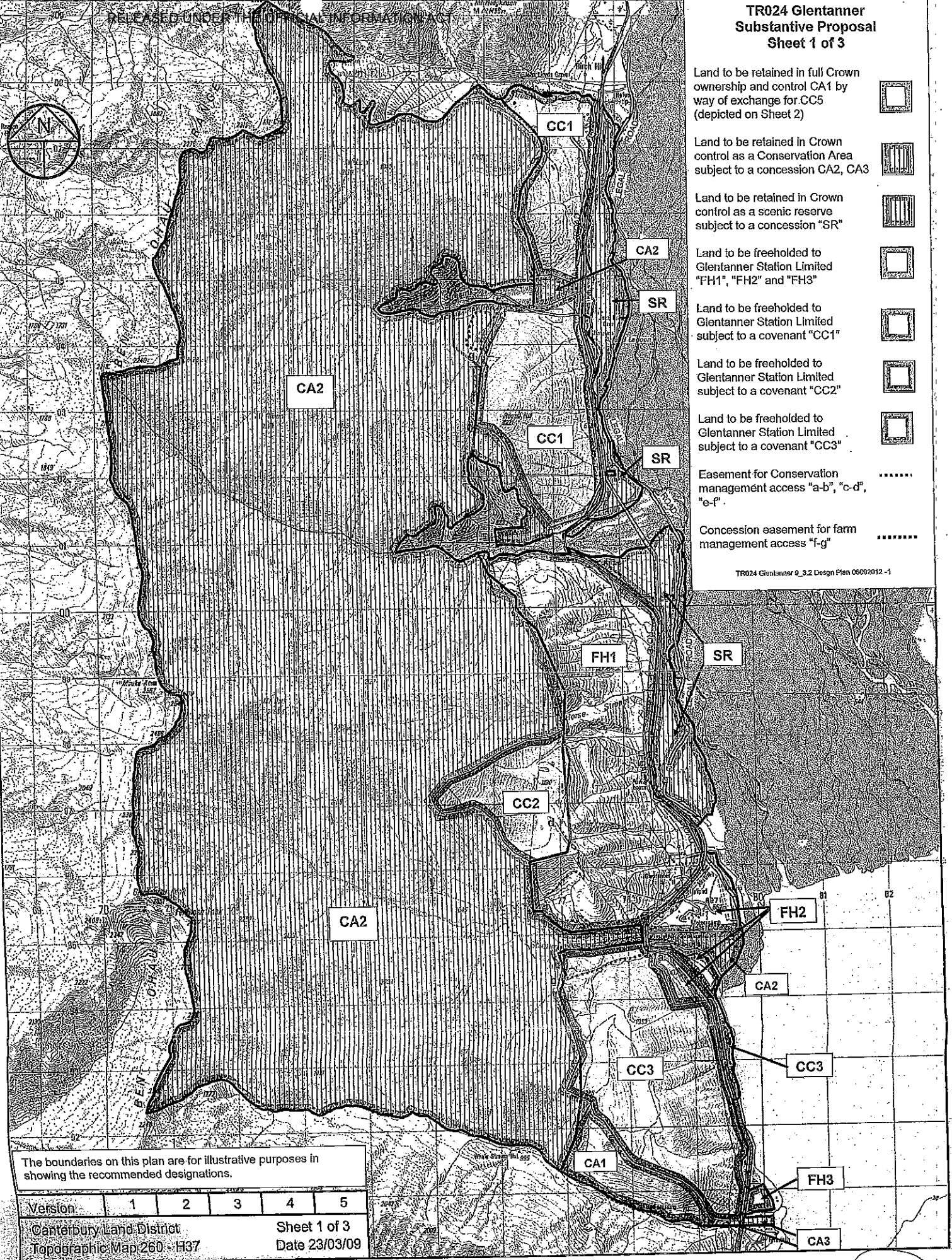
Easement for Conservation management access "a-b", "c-d", "e-f".



Concession easement for farm management access "f-g"



TR024 Glentanner\_2\_3.2 Design Plan 05092012 -1

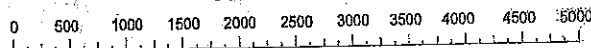


The boundaries on this plan are for illustrative purposes in showing the recommended designations.

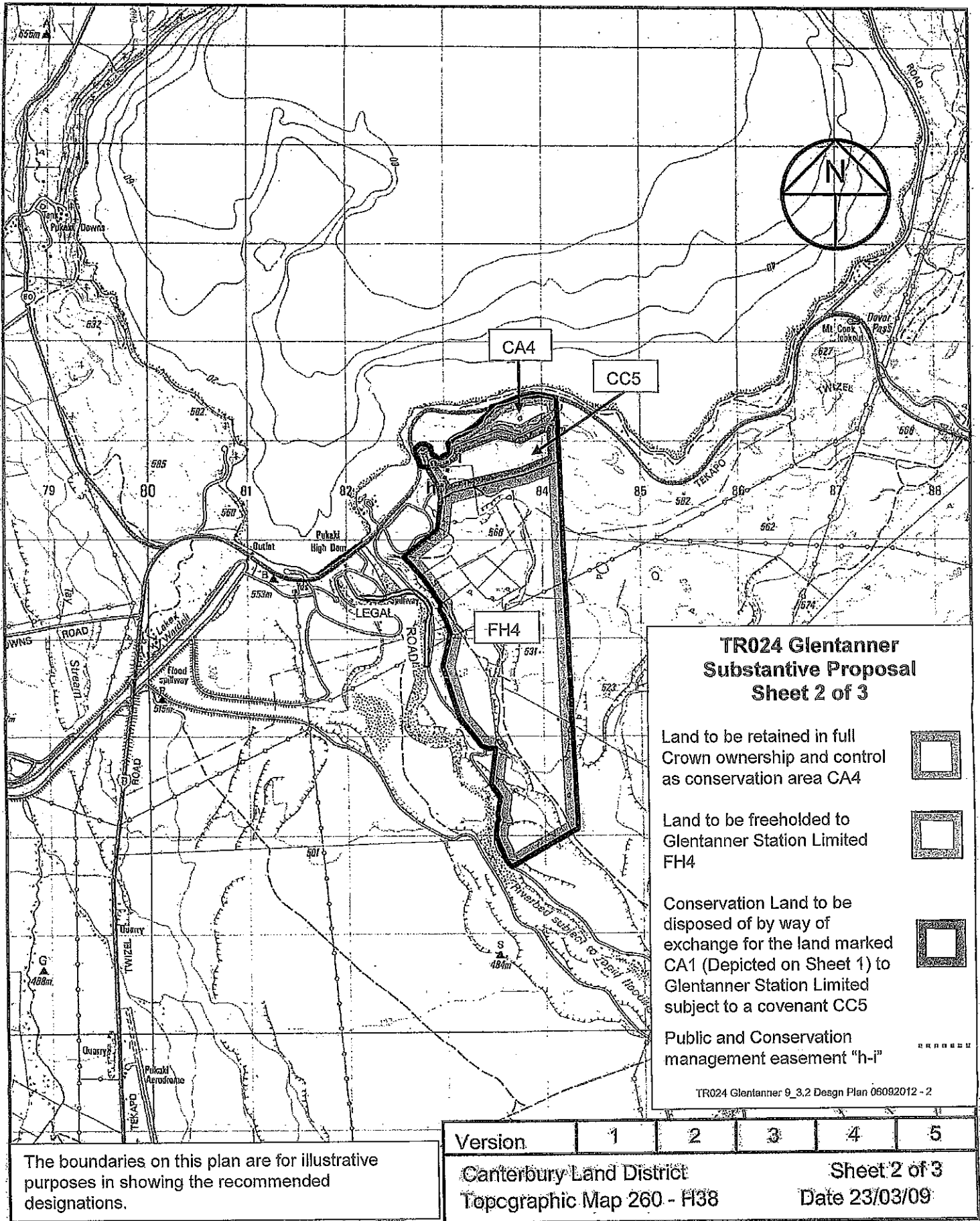
Version	1	2	3	4	5
Canterbury Land District Topographic Map 260 - H37	Sheet 1 of 3 Date 23/03/09				

## Glentanner

Scale 1:50000

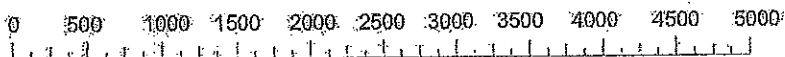


*Handwritten signatures and initials, including 'H14'.*

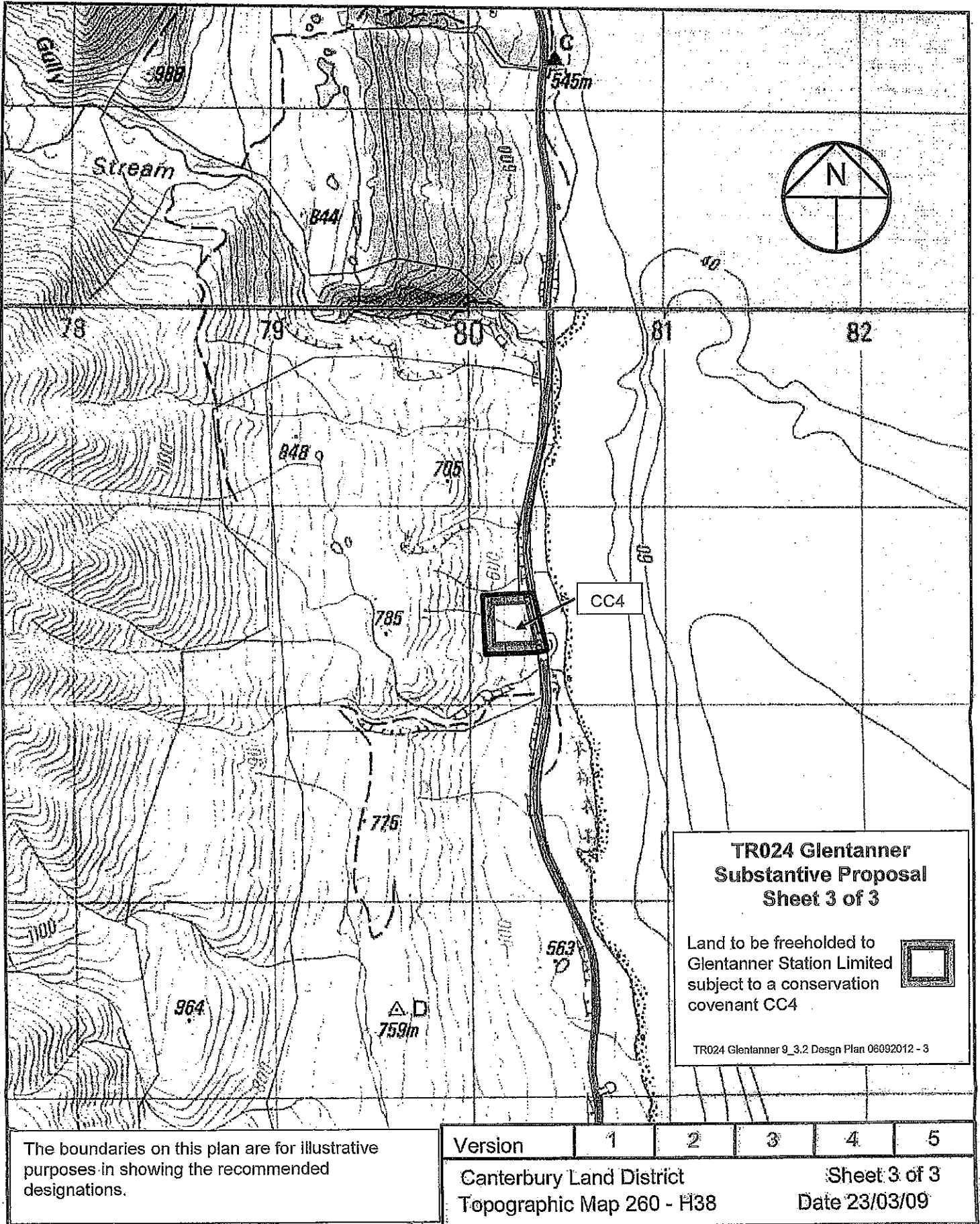


# Glentanner

Scale 1:50000



*Handwritten signature*



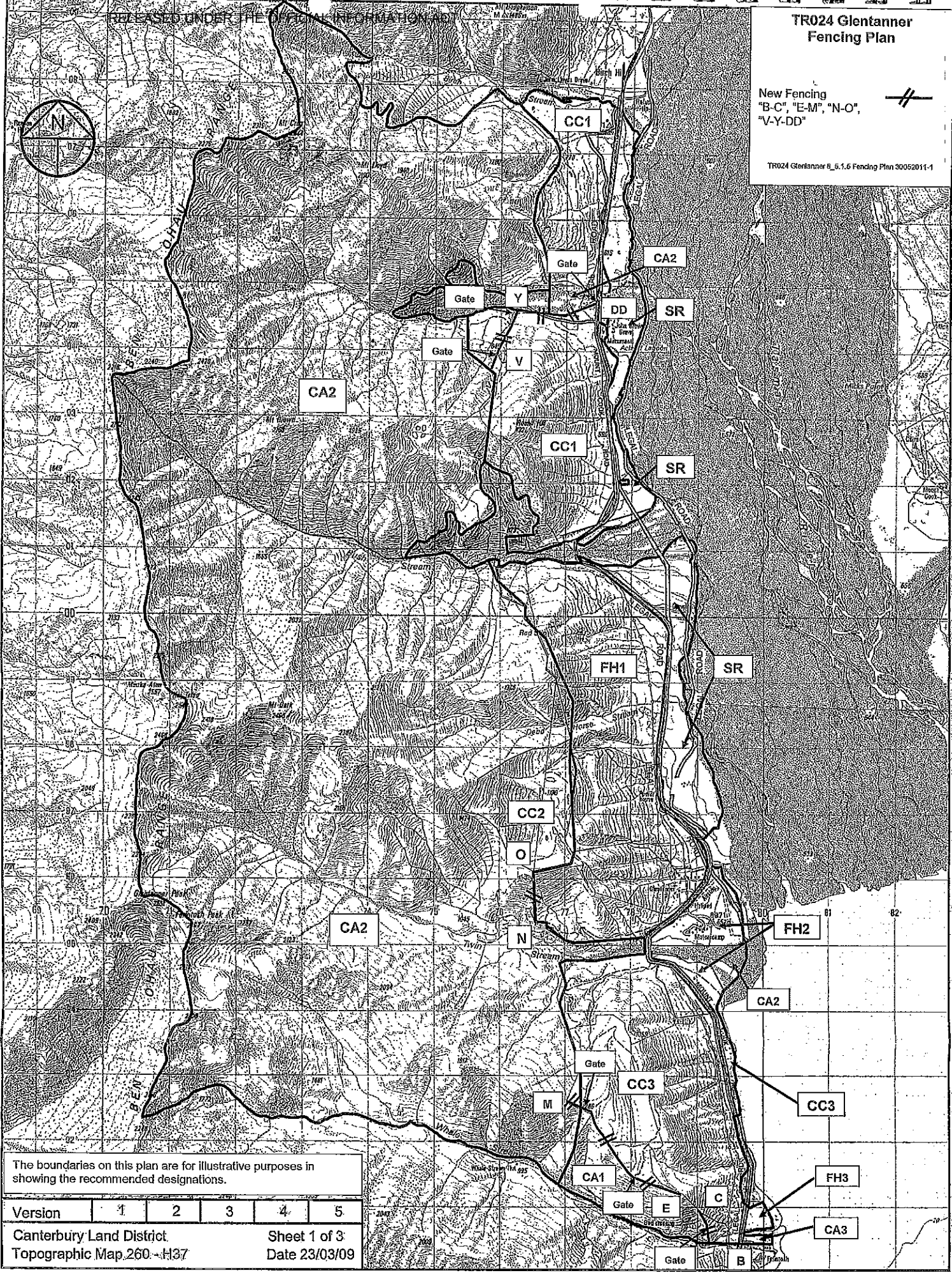
*TR024*  
*23/3/09*

### TR024 Glentanner Fencing Plan

New Fencing  
"B-C", "E-M", "N-O",  
"V-Y-DD"



TR024 Glentanner 8\_5.1.6 Fencing Plan 30052011-1

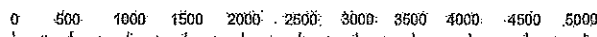


The boundaries on this plan are for illustrative purposes in showing the recommended designations.

Version	1	2	3	4	5
Canterbury Land District	Sheet 1 of 3				
Topographic Map 260-H37	Date 23/03/09				

## Glentanner

Scale 1:50000



*Handwritten signature or initials.*

## Schedule Two: Provisions relating to the Schedule Two Land

---

### 1 Details of designation

---

1.1 Under this Proposal the land shown marked in pink on the Plan and labelled as "SR", being 440 hectares (approximately) is designated as land to be restored to or retained in Crown control as a reserve, to be held for the purpose of a scenic reserve subject to:

- (a) the granting of the tourism concession substantially as set out in Appendix 4;

### 2 Information Concerning Proposed Concession

---

Explanatory note: This information is required in the event that the CCL accepts the recommendation of the Director-General to designate land as land to be restored to or retained in Crown control subject to the granting of a Concession or over which a Concession is granted. This information must be provided for each Concession if more than one is proposed. The Concession may require the provisional consent of the Minister of Conservation (section 41 CPL Act)

1. Description of the proposed activity:

Tourism Concession and Commercial Filming and Photography Concession Licence for the adjoining landholder for the purpose of the business of:

- Guided; walking, tramping, climbing, rock climbing, mountaineering, mountain biking, horse trekking, ATV and 4WD touring, fishing, camping, ski touring.
- Commercial ground based hunting.
- Guided; heli-skiing, heli-boarding.
- Scenic snowlandings.
- Heli-landings for the purposes of positioning recreationists and commercially guided groups.
- Heli-landings for the drop off and/or pick up of heli-hiking, heli-biking and heli-fishing clients.
- Commercial filming and photography.

2. Description of area where proposed activity to be carried out and proposed status:

The area of the Concession Activity is over the areas designated as Conservation Area of 8,750 hectares on the Ben Ohau Range and the areas designated as Scenic Reserve of 440 hectares on the Tasman River river flats on the plan attached to the proposal. The area covers the eastern faces of the Ben Ohau Range between Whale Stream and Birch Stream and the flats on the true right of the Tasman River between Lake Pukaki and Birch Stream.

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

The potential affects of the concession include potential damage to the flora and fauna by people moving through the area, although this may also happen with general public use of the Conservation Area for similar purposes, and the impacts of helicopter activities. Helicopter use in this area has occurred for a number of years and is in fact seen as an alternate use area to the adjacent Aoraki/Mt Cook National Park, where landings are tightly controlled. Some of the activities will occur over high altitude lands that will on many occasions be snow covered and during that time will have no direct impact on the diversity of the flora in the alpine zone. The Concession Licence document ensures that the provisions of the Conservation Act apply and includes monitoring of the concession activity and the ability to modify activities to avoid, remedy or mitigate adverse effects. Through Schedule 2 limitations are placed on party sizes and restrictions on aircraft activities. Schedule 2 ensures the rights of the public are not restricted. The concession provisions ensure that all potential affects will be minimised.



Handwritten signature and date: 10/10/10



4. Details of the proposed type of concession:  
A Concession Licence under S. 17Q (1) Conservation Act 1987.

5. Proposed duration of concession and reason for proposed duration.

*Proposed duration of Tourism Concession:* 30 years (no right of renewal).

*Proposed duration of Commercial Filming and Photography Concession:* 10 years (no right of renewal).

*Reason for proposed duration:* The activities sought under this Concession are already occurring on this land and are part of the financial viability of Glentanner Station. It is appropriate to ensure that Glentanner Park (Mt Cook) Limited has some certainty into the foreseeable future, as tourism is part of the success of Glentanner Park (Mt Cook) Limited. Glentanner Park (Mt Cook) Limited has a current recreation permit for multi-use activities over the land for a term of fifteen years. This recreation permit expired in 2009. It was renewed in 2010 for a further period of five years and is due to expire in on 1<sup>st</sup> of January 2015. This concession will allow the activities to continue.

6. Relevant information about the proposed Concessionaire including information relevant to the Concessionaire's ability to carry out the proposed activity:

*Proposed Concessionaire:* Glentanner Park (Mt Cook) Ltd.

*Relevant information:* Glentanner Station Limited, the owner of Glentanner Park (Mt Cook) Ltd, has entered into this review voluntarily and has been keen for some time to resolve many long-standing issues. The current recreation permit has been in operation for a number of years and has been very successful. This Concession will enable the Concessionaire to continue this operation and build on it, thus ensuring the viability of Glentanner Park (Mt Cook) Ltd into the future. The impacts of this Concession are considered to be minimal and will compliment the restricted range of recreation activities that are allowed in the adjoining Aoraki/Mt Cook National Park.

Handwritten initials and signature in the bottom right corner, possibly reading "C. H. H." and "H. H. H."



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

---

**1 Details of designation**

---

1.1 Under this Proposal the land shown marked in pink on the Plan and labelled as "CA2" and "CA3", being 8760 hectares (approximately) is designated as land to be restored to or retained in Crown control as conservation area subject to:

- (a) the granting of the tourism concession substantially as set out in Appendix 4;
- (b) the granting of the easement concession substantially as set out in Appendix 5;

**2 Information Concerning Proposed Tourism Concession**

---

SEE SCHEDULE 2

**3 Information Concerning Proposed Easement Concession**

---

Explanatory note: This information is required in the event that the CCL accepts the recommendation of the Director-General to designate land as land to be restored to or retained in Crown control subject to the granting of a Concession or over which a Concession is granted. This information must be provided for each Concession if more than one is proposed. The Concession may require the provisional consent of the Minister of Conservation (section 41 CPL Act)

1 Description of the proposed activity:

Easement Concession for the adjoining landholder along an existing access track and an existing overnight holding area for farm management purposes.

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

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

One easement area is over an existing farm access track above Freds Stream on Round Hill. The proposed Conservation Area above Freds Stream encompasses part of the existing farm track which is needed to give practical farm management access to the upper slopes of Round Hill for stock management and mustering purposes on the proposed freehold land on Round Hill. The easement route follows the existing formed farm track over the proposed Conservation Area for approximately 1 kilometre. The easement route is for farm management purposes along a traditionally used access track which provides the only safe practical access route to the upper slopes of Round Hill.

The second easement area is located on the proposed Conservation Area on the true right of Whale Stream. The easement area is over an existing stock holding area used in the farm management of stock passing from Glentanner land at the north end of Lake Pukaki to the Glentanner land at Katherine Fields at the southern end of Lake Pukaki. The proposed Conservation Area encompasses the traditionally used holding area which is needed to enable practical farm management in the passing of stock between the proposed freehold blocks of Glentanner Station which are some distance apart.

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

The easement concession area on Freds Stream Track is over an existing access track which has traditionally been used in the management of the property. It is the only practical access route to enable access to the upper slopes of Round Hill. Access will be confined to the line of the existing access track where these activities have always taken place so affects will generally be limited and confined to the width of the easement area. Any effects will be mitigated by the terms of the

*Handwritten signature and date:*  
1/1/6

concession including restrictions on earth disturbance, depositing of materials, lighting of fires and disturbance of waterways.

The easement concession area on Whale Stream Block is over an existing stock holding area which has traditionally been used in the management of the property. It is the most practical holding area for stock passing between two areas of proposed Glentanner freehold land which is some distance apart. Access is limited to a maximum period of 24 hours at any one time and limited to seven separate times per annum. The limitations placed on accessing the easement area reflect the periods that these activities have always taken place and will limit affects while also assisting in the control of exotic weeds and plants. Other affects will be mitigated by the terms of the concession including restrictions on earth disturbance, depositing of materials, lighting of fires and disturbance of waterways.

4 Details of the proposed type of concession:

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

5 Proposed duration of concession and reason for proposed duration.

*Proposed duration:* In perpetuity.

The easement concession areas are essential to the running of the farming operation to enable the continuation of practical access for mustering the upper slopes of Round Hill and the overnight holding of stock passing between the two separate areas of the property. Both the Freds Stream access track and the Whale Stream stock holding area have become encompassed within proposed Conservation Areas. The period of the concession will allow surety for the practical ongoing operation of the farm.

6 Relevant information:

The lessees of Glentanner Pastoral Lease have entered into this review voluntarily. The proposed easement concession areas are essential for ongoing management of the farm and the effects on the land which the easement areas are over will be limited.

*[Handwritten signature]*  
*[Handwritten initials]*



**Schedule Four: Provisions relating to the Schedule Four Land**

---

**1 Details of designation**

---

- 1.1 Under this Proposal the land shown marked in pink on the Plan and labelled as CA4 being 25 hectares (approximately) is designated as land to remain conservation area;

*[Handwritten signature]*  
*[Handwritten initials]*



**Schedule Five: Provisions relating to the Schedule Five Land**

---

**1 Details of designation**

---

- 1.1 Under this Proposal the land shown outlined in green on the Plan and labelled as "CC5", being 62 hectares (approximately) is designated as land to be disposed of by freehold disposal to the Holder, by way of exchange (see Schedule One – CA1), subject to:
- (a) Part IVA of the Conservation Act 1987;
  - (b) Section 11 of the Crown Minerals Act 1991.
  - (c) Continuation of Deed of Easement recorded as CIR 368176 a copy of which is attached as Appendix 8.
  - (d) The covenant shown on the Plan in yellow and labelled as CC5 substantially as set out in Appendix 6.
  - (e) The easement marked as h-i on the Plan and substantially as set out in Appendix 7;

*[Handwritten signature]*





**Schedule Six: Provisions relating to the Schedule Six Land**

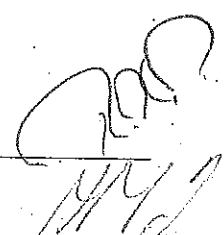
---

**1 Details of designation**

---

1.1 Under this Proposal the land shown outlined in green on the Plan, labelled FH1, FH2, FH3, and FH4 and the land outlined in green, shaded yellow, and labelled as "CC1", "CC3" and "CC4", on the Plan, being 3278 hectares (approximately) is designated as land to be disposed of by freehold disposal to the Holder subject to:

- (a) Part IVA of the Conservation Act 1987;
- (b) Section 11 of the Crown Minerals Act 1991.
- (c) The covenant shown on the Plan in yellow and labelled as CC1, CC3 and CC4 substantially as set out in Appendix 6.
- (d) The easements marked as a-b, c-d and e-f on the Plan and substantially as set out in Appendix 7;
- (e) Continuation of the Appurtenant Right of Way recorded as CB 30F/682 a copy of which is attached as Appendix 9.
- (f) Continuation of Deed of Easement recorded as EI 7570767.1 a copy of which is attached as Appendix 10.
- (g) Continuation of Land Improvement Agreement registered as document 439190.1 on the lease document CIR CB30F/683.





**Schedule Seven: Provisions relating to the Schedule Seven Land**

---

**1 Details of designation**

---

1.1 Under this Proposal the land shown outlined in green and shaded yellow on the Plan and labelled as "CC2", being 200 hectares (approximately) is designated as land to be disposed of by freehold disposal to the Holder subject to:

- (a) Part IVA of the Conservation Act 1987;
- (b) Section 11 of the Crown Minerals Act 1991.
- (c) The covenant shown on the Plan in yellow and labelled as CC2 substantially as set out in Appendix 6.
- (d) The easement marked as c-d on the Plan and substantially as set out in Appendix 7;

*1998*  
*14/12*

f

{

**Schedule Eight: Conditions**

---

Nil

---

*Handwritten initials/signature*



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

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

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

Dated:

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

\_\_\_\_\_

Witness Signature:

\_\_\_\_\_

Witness Name:  
Occupation:  
Address:

*Handwritten initials/signature*  
N.Y.L.



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

---

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

Dated:

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

\_\_\_\_\_

Witness Signature:

\_\_\_\_\_

Witness Name:

Occupation:

Address:

*[Handwritten signature]*  
*[Handwritten date]*



## Appendix 2: Example of Solicitors Certificate

---

### Certifications

I [ ] hereby certify as follows:

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

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

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

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

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

Yours faithfully  
[signed by principal of law firm]

*[Handwritten signature]*  
14/11/99



### Appendix 3: Indicative Fencing and Construction Requirements

Length: Y-DD 1,400 metres approximately  
B-C 1,000 metres approximately

Type: 7 wire fence - wooden posts and metal Y's, two barbs, top wire approximately 1.05m high

- Specifications:
- General Description: Fence construction shall be ground treated (H4) round 1.8 metre medium 125mm diameter posts spaced every 10 metres with 4 metal 5'6" (1.68m) Y standards between posts, two galvanised double strand 150mm spaced barbed high tensile top wire tied to "Y's" with 3.15mm galvanised medium tensile wire not less than 1 1/2 turns, four 2.5mm galvanised high tensile plain wires plus one bottom wire of plain 4mm galvanised medium tensile wire.
  - Wires to be stapled to the posts with 50 x 4mm galvanised slice point barbed staples and strained to a tension recommended by the wire manufacturer and spaced as approved on site at conventional spacing with the bottom wire between 100mm and 150mm above the ground. Wires to be placed on the farmland (freehold) side of the uprights except where there is a high risk of snow damage where they shall be placed on the uphill side to minimise slippage downhill and bending of the steel uprights.
  - Strainer posts and assemblies: Round ground (H4) treated best quality wooden strainer posts to be 2.1 metres with a small end diameter (SED) of not less than 200mm to be fully stayed with angle stay assemblies at all corners and angles (inside) 135 degrees or less. Angles greater than 135 (inside) degrees to have light strainers installed of 2.1 metre length suitably stayed. Stays to be 2.7m x 125mm in diameter. Where posts are dug in they must be properly footed and rammed.
  - Strain length of one strain should not be more than 300 metres or as recommended by the wire manufacturer.
  - Tie downs to be installed at Y's or at posts using a full length "Y" where there is any lift angle of 5cms or more.
  - Materials: Wire to be to NZ Standard specification 3471:1974(NZS). "Y's" of best quality to be of Australian manufacture or equivalent quality with a minimum weight of 1.95kg/m, wooden posts to be Corsican pine or equivalent quality treated to NZ Standard specification 3607:1989(NZS).
  - Fencing to comply with best practice as set out in the LINZ Generic Fencing Specification.
  - Clearing fence lines. No mechanical clearing of the line between B and C, clearing limited to the use of hand tools. Only minor mechanical clearing of rocks and earth humps, or tractor driven slasher to remove scrub for one machine width, on other low altitude, generally flat lines to be permitted to enable a stock proof boundary fence to be erected EXCEPT for the section adjacent to the track for approximately 250 metres west of DD where the track requires to be widened to enable the fence to be erected adjacent to the track.
  - All machinery to be steam cleaned prior to entry to minimize weed infestation.
  - Exceptions to materials: Where conditions prevent the use of specified materials, suitable alternatives may be used or the type of construction, in some sections varied if the parties agree in writing.

*[Handwritten signature]*  
*[Handwritten initials]*

Length: V-Y 1,100 metres approximately

Type: 7 wire fence - wooden posts, steel "Y", one barb, approx. 1.05m high

Specifications:

- Fence construction shall be round ground treated (H4) best quality wooden 1.8 metre 125mm diameter posts spaced every 10 metres with metal 5'6" (1,68m) Y standards evenly spaced between posts, one galvanised double strand 150mm spaced barbed high tensile top wire tied to Y's with 3.15mm galvanised medium tensile wire not less than 1 1/2 turns, five 2.5mm galvanised high tensile plain wires plus one bottom wire of plain 4mm galvanised medium tensile wire.
- Wires to be stapled to the posts with 50 x 4mm galvanised slice point barbed staples and strained to a tension recommended by the wire manufacturer and spaced as approved on site at conventional spacing with the bottom wire between 100mm and 150mm above the ground. Wires to be placed on the farmland (freehold) side of the uprights except where there is a high risk of snow damage where they shall be placed on the uphill side to minimise slippage downhill and bending of the steel uprights.
- Strainer posts and assemblies: Round ground treated (H4) best quality wooden strainer posts to be 2.1 metres with a small end diameter (SED) of not less than 200mm to be fully stayed with angle stay assemblies at all corners and angles (inside) 135 degrees or less. Angles greater than 135 (inside) degrees to have light strainers installed of 2.1 metre length suitably stayed. Stays to be 2.7m x 125mm diameter. Where posts are dug in they must be properly footed and rammed.
- Strain length of one strain should not be more than 300 metres or as recommended by the wire manufacturer.
- Tie downs to be installed at Y's or at posts using a full length "Y" where there is any lift angle of 5cms or more.
- Materials: Wire to be to NZ Standard specification 3471:1974(NZS). "Y's" of best quality to be of Australian manufacture or equivalent quality with a minimum weight of 1.95kg/m, wooden posts to be Corsican pine or equivalent quality treated to NZ Standard specification 3607:1989(NZS).
- Compliance Fencing to comply with best practice as set out in the LINZ Generic Fencing Specification.
- Clearing: No mechanical clearing of the line, any clearing on this line to be limited to hand tools, including motorised scrub cutters and chainsaws.
- All machinery to be steam cleaned prior to entry to minimize weed infestation.
- Exceptions to materials: Where conditions prevent the use of specified materials, suitable alternatives may be used or the type of construction, in some sections varied if the parties agree in writing.

7/11/29

4/1/29

Length: N-O 350 metres approximately

Note: only the lower section of this line needs fencing.

Type: 7 wire fence - wooden posts, "Y" standards, one barb, approx. 1.05m high

Specifications:

- Fence construction shall be round ground (H4) treated best quality wooden 1.8 metre medium 125mm diameter posts spaced not more than every 50 metres (note that the top strain approx. 300m to have a post every 12 metres) with metal 5'6" (1.68m) Y standards spaced not more than 2 metres apart between posts (extras as required by the terrain), one galvanised double strand 150mm spaced barbed high tensile top wire tied to Y's with 3.15mm galvanised medium tensile wire not less than 1 1/2 turns, five 2.5mm galvanised high tensile plain wires plus one bottom wire of plain 4mm galvanised medium tensile wire.
- Wires to be stapled to the posts with 50 x 4mm galvanised slice point barbed staples and strained to a tension recommended by the wire manufacturer and spaced as approved on site at conventional spacing with the bottom wire between 100mm and 150mm above the ground. Wires to be placed on the farmland (freehold) side of the uprights except where there is a high risk of snow damage where they shall be placed on the uphill side to minimise slippage downhill and bending of the steel uprights.
- Strainer posts and assemblies: Round ground treated wooden strainer posts to be 2.1 metres with a small end diameter (SED) of not less than 200mm to be fully stayed with angle stay assemblies at all corners and angles (inside) 135 degrees or less. Angles greater than 135 (inside) degrees to have light strainers installed of 2.1 metre length suitably stayed. Stays to be 2.7m x 125mm diameter. Where posts are dug in they must be properly footed and rammed.
- Strain length of one strain should not be more than 300 metres or as recommended by the wire manufacturer.
- Tie downs to be installed at Y's or at posts using a full length "Y" where there is any lift angle of 5cms or more.
- Materials: Wire to be to NZ Standard specification 3471:1974(NZS). "Y's" of best quality to be of Australian manufacture or equivalent quality with a minimum weight of 1.95kg/m, wooden posts to be Corsican pine or equivalent quality treated to NZ Standard specification 3607:1989(NZS).
- Compliance Fencing to comply with best practice as set out in the LINZ Generic Fencing Specification.
- Clearing: No mechanical clearing of the line, any clearing on this line to be limited to hand tools, including motorised scrub cutters.
- All machinery to be steam cleaned prior to entry to minimize weed infestation.
- Exceptions to materials: Where conditions prevent the use of specified materials, suitable alternatives may be used or the type of construction, in some sections varied if the parties agree in writing.

Handwritten signature and initials, possibly "HM" or "HM 2".

Length: E-M 2,700 metres approximately

Type: 7 wire fence - wooden posts, "Y" standards, no barb, top wire approximately 1.05m high

Specifications:

- Fence construction shall be round ground treated (H4) best quality wooden 1.8 metre medium 125mm diameter posts spaced every 10 metres with metal 5'6" (1.68m) Y standards spaced not more than 2 meters apart between posts (extras as required by the terrain, with heavier posts, equivalent to strainers posts, in sand blow areas indicated on photographs), six 2.5mm galvanised high tensile plain wires plus one bottom wire of plain 4mm galvanised medium tensile wire.
- Wires to be stapled to the posts with 50 x 4mm galvanised slice point barbed staples and strained to a tension recommended by the wire manufacturer and spaced as approved on site at conventional spacing with the bottom wire between 100mm and 150mm above the ground. Wires to be placed on the farmland (freehold) side of the uprights except where there is a high risk of snow damage where they shall be placed on the uphill side to minimise slippage downhill and bending of the steel uprights.
- Strainer posts and assemblies: Round ground treated (H4) best quality wooden strainer posts to be 2.1 metres (note the boundary marking description indicates places where extra heavy posts required due to soils or wind/snow risks) with a small end diameter (SED) of not less than 200mm to be fully stayed with angle stay assemblies at all corners and angles (inside) 135 degrees or less. Angles greater than 135 (inside) degrees to have light strainers installed of 2.1 metre length suitably stayed. Stays to be 2.7m x 125mm in diameter. Where posts are dug in they must be properly footed and rammed.
- Strain length of one strain should not be more than 300 metres or as recommended by the wire manufacturer.
- Tie downs to be installed at Y's or at posts using a full length "Y" where there is any lift angle or 5cms or more.
- Materials: Wire to be to NZ Standard specification 3471:1974(NZS). "Y's" of best quality to be of Australian manufacture or equivalent quality with a minimum weight of 1.95kg/m, wooden posts to be Corsican pine or equivalent quality treated to NZ Standard specification 3607:1989(NZS).
- Compliance Fencing to comply with best practice as set out in the LINZ Generic Fencing Specification.
- Clearing: Mechanical clearing of the line limited to tractor driven slasher to remove tall tussock for one machine width, any other clearing on this line to be limited to hand tools, including motorised scrub cutters and chain saws.
- All machinery to be steam cleaned prior to entry to minimize weed infestation.
- Exceptions to materials: Where conditions prevent the use of specified materials, suitable alternatives may be used or the type of construction, in some sections varied if the parties agree in writing.

*Handwritten signature and initials*  
H/M





**Appendix 4: Form of Tourism Concession to be Created**

---

*[Handwritten signature]*  
P.H.

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

DATED \_\_\_\_\_

Between

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

and

**GLENTANNER PARK (MT COOK) LIMITED**  
("the Concessionaire")

**CONCESSION DOCUMENT**  
**UNDER THE CROWN PASTORAL LAND ACT 1998**  
(for Tourism Activities and Commercial Filming and Photography)



Department of Conservation  
*Te Papa Atawhai*

*Handwritten signature and initials*

**THIS LICENCE** is made on this day of

**PARTIES:**

1. **MINISTER OF CONSERVATION**, ("the Grantor")
2. **GLENTANNER PARK (MT COOK) LIMITED**, ("the Concessionaire")

**BACKGROUND**

- A. The Grantor manages the Land described in Schedule 1 as a Conservation Area.
- B. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant a Concession for a Concession Activity in a Conservation Area.
- C. The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Document.

**OPERATIVE PARTS**

**TERMS AND CONDITIONS**

**1.0 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Document, unless the context otherwise requires:

"Access" means the right, in common with others, to pass and repass over the Land and any roads of the Grantor for ingress to and egress from the Land as is reasonably necessary for the Concessionaire to exercise its rights under this Licence.

"Administration Fee" means the amount specified in Item 6(b) of Schedule 1 and is the annual fee for administering the Concession imposed by the Grantor under section 60D of the Conservation Act 1987. It includes any variation in that amount following a Concession Fee Review.

"Background" means the matters referred to under the heading "Background" on page 1 of this Document.

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

"Concessionaire" includes the Concessionaire's successors, assigns, executors, and administrators.

"Concession Activity" means the use of the Land for purposes of the activity carried out by the Concessionaire and specified in Item 2 of Schedule 1.

"Concession Fee" means the amount specified in Item 6(a) of Schedule 1 and charged by the Grantor for the Concessionaire's right to carry out the Concession Activity on the Land. It includes any variation in that amount following a Concession Fee Review. It also includes, where relevant, the amount which the parties agree to be the new Concession Fee on a renewal of the Document.

"Concession Fee Payment Date" means the date specified in Item 7 of Schedule 1 on which the Concession Fee falls due for payment.

"Concession Fee Review" means a review of the Concession Fee determined in accordance with clause 6 of this Document.

"**Concession Fee Review Date**" means the date specified in Item 9 of Schedule 1 on which the Concession Fee Review occurs being at 3 year intervals calculated from the date of commencement of the term of this Document; and includes any additional dates inserted into Item 9 of Schedule 1 following a renewal of this Document.

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

"**Co-Site**" means the use of the Concessionaire's structures or facilities on the Land by a third party for an Activity and "Co-Sitee" and "Co-Siting" have corresponding meanings.

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

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

"**Final Expiry Date**" means the date specified in Item 5 of Schedule 1.

"**Land**" means a Conservation Area or a Reserve (whichever is relevant in the circumstances) being the area more particularly described in Item 1 of Schedule 1.

"**Licence**" for purposes of this Document is the Licence granted under this Document by the Grantor to the Concessionaire under section 17Q(1) of the Conservation Act 1987.

"**Penalty Interest Rate**" means the rate specified in Item 8 of Schedule 1.

"**Renewal Date**" means the date specified in Item 4 of Schedule 1.

"**Renewal Period**" means the period specified in Item 4 of the Schedule 1.

"**Structure**" includes a bridge, a culvert, and a fence.

"**Term**" means the period of time specified in Item 3 of Schedule 1 during which this Document operates. It includes, where relevant, any period of renewal of the Term.

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

1.2 In this Document unless the context otherwise requires:

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

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

**2.0 GRANT OF LICENCE**

2.1 In exercise of the Grantor's powers under either section 66 of the Crown Pastoral Land Act 1998 the Grantor **GRANTS** to the Concessionaire a **LICENCE** under section 17Q(1) of the Conservation Act 1987 to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Document.

**3.0 TERM**

3.1 The Licence is for the Term specified in Item 3 of Schedule 1.

**4.0 CONCESSION FEE AND ADMINISTRATION FEE**

4.1 The Concessionaire must pay to the Grantor in the manner directed by the Grantor on or before the Concession Fee Payment Date specified in Item 7 of Schedule 1:

- (a) the Concession Fee plus GST specified in Item 6(a) of Schedule 1; and
- (b) the Administration Fee plus GST specified in Item 6(b) of Schedule 1.

4.2 If the Concessionaire defaults in payment of the Concession Fee and Administration Fee for 14 days after a Concession Fee Payment Date the Concessionaire is to pay interest on the unpaid Concession Fee and Administration Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.

4.3 For purposes of clause 6.0, a reference to Concession Fee includes a reference to the Administration Fee.

**5.0 OTHER CHARGES**

5.1 In addition to the Concession Fee and Administration Fee the Concessionaire must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which become payable in relation to the Land as a result of the grant of this Licence.

**6.0 CONCESSION FEE REVIEW**

6.1 The Grantor will review the Concession Fee on the Concession Fee Review Dates.

6.2 The Grantor will commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving written notice to the Concessionaire.

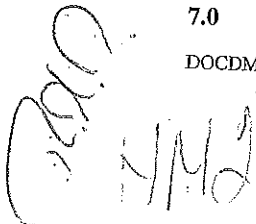
6.3 The notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.

6.4 If, within 28 days of receipt of the Grantor's notice, the Concessionaire gives written notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee the new Concession Fee is to be determined in accordance with clause 18.

6.5 Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee payable immediately before the Concession Fee Review Date. On determination of the new Concession Fee an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable.

6.6 If the Concessionaire does not give notice to the Grantor under clause 6.4 the Concessionaire will be deemed to have accepted the Concession Fee specified in the Grantor's notice.

**7.0 CONCESSION ACTIVITY**



7.1 The Concessionaire is not to use the Land for any purpose other than the Concession Activity.

**8.0 COMPLIANCE**

8.1 The Concessionaire will comply where relevant:

- (a) with the provisions of any conservation management strategy or conservation management plan under Part IIIA of the Conservation Act 1987 together with any amendment or review of the strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
- (b) with the Conservation Act 1987, the Reserves Act 1977, the Health and Safety in Employment Act 1992, the Resource Management Act 1991, Historic Places Act 1993 and any other statute, ordinance, regulation, bylaw, or other enactment affecting or relating to the Land, or affecting or relating to the Concession Activity.

**9.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS**

9.1 The Concessionaire must not erect or bring on to the Land any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.

9.2 The Concessionaire must keep and maintain at the Concessionaire's cost any Structures, facilities and alterations to the Land in good repair.

9.3 On expiry or early termination of this Document either as to the whole or any part of the Land, the Concessionaire will not be entitled to compensation for any improvements (including pasture) and any Structures or facilities remaining on the Land are to become the property of the Grantor.

9.4 If requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at the Concessionaire's own expense all damage done by the removal and must leave the Land in a clean and tidy condition to the satisfaction of the Grantor.

**10.0 PROTECTION OF THE ENVIRONMENT**

10.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:

- (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Land; or
- (b) bring any plants, or animals on to the Land; or
- (c) deposit on the Land debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Land; or
- (d) pile or store materials in any place on the Land where they may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Land; or
- (f) top-dress, burn, cultivation, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Land; or
- (g) disturb or allow stock to disturb any stream or watercourse on the Land; or
- (h) light any fire on the Land.

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



- (a)(i) if required by the Grantor, take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Land described in Schedule 1 Item 1 or any Structure or facility on the Land;
  - (a)(ii) if considered necessary by the Grantor, engage a pest exterminator approved by the Grantor; and
  - (b) comply strictly with the provisions of the Biosecurity Act 1993.
- 10.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 10.
- 10.4 The Concessionaire may bring firearms (subject to a permit) on to the Land for use in connection with the Concession Activity and pest control operations.
- 10.5 The Concessionaire for purposes of the Concession Activity may take onto or use vehicles on the Land.

#### **11.0 HEALTH AND SAFETY**

- 11.1 The Concessionaire is to carry out the Concession Activity on the Land in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992 and its regulations and an independently audited safety plan, prepared to the satisfaction of the Grantor.
- 11.2 The Concessionaire must notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment.

#### **12.0 TEMPORARY SUSPENSION**

- 12.1 The Grantor may suspend this Document:
- (a) if, in the opinion of the Grantor the activities of the Concessionaire, its employees, agents, contractors, licensees or invitees are having or may have an adverse effect on the environment and the Grantor considers that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor;
  - (b) while the Grantor investigates any of the circumstances contemplated by this clause and also while the Grantor investigates any potential breach or possible offence by the Concessionaire related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act of which the Grantor has become aware.
- 12.2 The Grantor is not liable to the Concessionaire for any loss sustained by the Concessionaire by reason of a suspension under clause 12.1 including loss of profits.
- 12.3 During any period of temporary suspension the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.

#### **13.0 ASSIGNMENT**

- 13.1 The Concessionaire is not to transfer, sublicence, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it.
- 13.2 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

#### **14.0 TERMINATION**

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



- (a) the Concession Fee or the Administration 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
- (b)(ii) the Grantor has notified the Concessionaire in writing of the breach; and
- (b)(iii) the Concessionaire does not rectify the breach within 28 days of receiving notification; or
- (c) the Concessionaire ceases to conduct the Concession Activity; or
- (d) the Concessionaire is convicted of an offence, 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 Resource Management Act 1991; or the Biosecurity Act 1993; or the Health and Safety in Employment Act 1992; or
- (e) the Concessionaire 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.

14.2 If the Grantor terminates the Document under this clause 14 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 Administration Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.

14.3 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.

#### 15.0 INDEMNITIES AND INSURANCE

15.1 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, contractors, or invitees or otherwise caused as a result of its use of the Land or the Concessionaire's carrying out of the Concession Activity on the Land.

15.2 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.

15.3 Without prejudice to or in any way limiting its liability under clause 15.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:

- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Land and covering:
  - (i) general indemnity for a sum not less than the amount specified in Item 10 of Schedule 1; and
  - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 11 of Schedule 1; and
- (b) statutory liability insurance for the amount specified in Item 12 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 13 of Schedule 1.

15.4 With respect to clause 15.3 the Concessionaire must, before commencing the Concession Activity and on each renewal of insurance provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.

**16.0 ENVIRONMENTAL MONITORING**

16.1 The Concessionaire must, during the Term, if required in writing by the Grantor, pay to the Grantor the annual environmental monitoring contribution specified in Item 14 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.

**17.0 FORCE MAJEURE**

17.1 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.

**18.0 DISPUTE RESOLUTION AND ARBITRATION**

18.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.

18.2 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 mediation with a mediator agreed between the parties.

18.3 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

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

18.5 Notwithstanding anything in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

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

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

**19.0 NOTICES**

19.1 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 15 of Schedule 1.

19.2 A notice given in accordance with clause 19.1 will be deemed to have been received:

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

*Handwritten initials and signatures:*  
S  
YMH

**20.0 RELATIONSHIP OF PARTIES**

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

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

**21.0 OFFENCES**

21.1 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.

**22.0 ADVERTISING.**

22.1 The Concessionaire must not erect or display any signs or advertising on the Land without the prior written approval of the Grantor. At the expiry or termination of this Concession the Concessionaire must remove all signs and advertising material and make good any damage caused by the removal.

22.2 Where required by the Grantor, the Concessionaire must ensure that all its advertising and promotional material specifies that it is carrying out the Concession Activity under a Concession granted by the Grantor on land administered by the Department.

22.3 If required by the Grantor in writing the Concessionaire must include information in its advertising and promotional material which assists its clients to understand the features and values of the natural and historic resources of the Land and the surrounding area.

22.4 In preparing such information the Concessionaire must obtain information from and have regard to the views of tangata whenua.

**23.0 EMPLOYMENT OF STAFF.**

23.1 The Concessionaire must ensure that the Concession Activity is conducted at all times by a person or persons suitably trained and qualified to carry out the Concession Activity.

23.2 The Concessionaire must provide the Grantor with evidence of the competency and qualifications of its employees if the Grantor so requests.

23.3 The Concessionaire must comply with all statutes relating to employment of staff.

**24.0 VARIATIONS**

*Handwritten signature and date:*  
RANK  
4/4/10

- 24.1 The provisions of section 17ZC of the Conservation Act 1987 apply to all variations sought by the Concessionaire.
- 24.2 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.
- 24.3 The Concessionaire is to be bound by every such variation.
- 25.0 CO-SITING.**
- 25.1 The Concessionaire must, if directed by the Grantor, allow Co-Siting 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.
- 25.2 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 25.1.
- 25.3 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.
- 26.0 SPECIAL CONDITIONS**
- 26.1 Special conditions relating to this Document are set out in Schedule 2
- 26.2 The standard conditions contained in this Document must be read subject to any special conditions.

Signed by \_\_\_\_\_ )

*Handwritten signatures and initials:*  
CAG  
HMB

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

\_\_\_\_\_

Witness \_\_\_\_\_

Witness Name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

Signed by \_\_\_\_\_ )  
Director, Glentanner Park (Mt Cook) Limited )  
as Concessionaire in the presence of :

\_\_\_\_\_

Witness \_\_\_\_\_

Witness Name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

Signed by \_\_\_\_\_ )  
Director, Glentanner Park (Mt Cook) Limited )  
as Concessionaire in the presence of :

\_\_\_\_\_

Witness \_\_\_\_\_

Witness Name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

*Handwritten signature/initials*

**SCHEDULE 1**

1. **Land:** Conservation area of 9,190 hectares approximately on the Ben Ohau Range being part of \_\_\_\_\_ situated in the Land District of Canterbury and shown on the plan attached to the Proposal as CA2 and SR being shaded pink and herein referred to as the Land.  
*(see definition of Land in clause 1.1)*
2. **Concession Activity:**
  - (A) **Tourism Concession;**  
The use of the Land for the purpose of the business of:
    - Guided; walking, tramping, climbing, rock climbing, mountaineering, mountain biking, horse trekking, ATV and 4WD touring, fishing, camping, ski touring.
    - commercial ground based hunting
    - Guided; heliskiing, heliboarding,
    - Scenic snow landings.
    - Heli-landings for the purposes of positioning recreationists and commercially guided groups.
    - Heli-landings for the drop off and/or pick up of heli-hiking, heli-biking and heli-fishing clients.
  - (B) **Commercial filming and Photography Concession;**  
The use of the land for the purposes of commercial filming and photography.  
*(see definition of Activity in clause 1.1)*
3. **Term:** (A) **Tourism Concession;**  
30 years commencing on the day of registration of an approved plan affecting Certificate of Title CB 30F/683 (Canterbury Registry).  
  
(B) **Commercial Filming and Photography Concession;**  
10 years commencing on the day of registration of an approved plan affecting Certificate of Title CB 30F/683 (Canterbury Registry).
4. **Renewal:** (A) **Tourism Concession;**  
No right of renewal  
  
(B) **Commercial Filming and Photography Concession;**  
No right of renewal
5. **Expiry Date:** (A) **Tourism Concession:** 30 years after the inception of the concession.  
  
(B) **Commercial Filming and Photography Concession:** 10 years after the inception of the concession.
6. **Concession Fee:**
  - (a) (i) **Tourism Concession fee:** \$10.00 + GST per person per full day activity, \$5.00 +GST per person per half day activity.
  - (ii) **Ground Based Hunting Fee:** \$10.00 +GST per person per full day activity. To be otherwise determined should the Grantor considered appropriate. The Grantor will advise the Concessionaire in writing of any future change to this fee. The request to be made six months in advance of when the fee will take effect
  - (iii) **Heliskiing fee:** \$26 + GST per person per day.
  - (iv) **Irregular landing fee:** \$15 + GST per person landed.

(v) Commercial Filming and Photography Concession fee: \$500 + GST per day for commercials, feature films and dramas, \$300 + GST per day for documentaries, sports events and still photography, plus \$25 + GST per person in the film crew per day.  
(see clause 4)

(b) Administration Fee: \$500.00 per annum + GST (see clause 4)

7. **Concession Fee Payment Date:** Calculation and payment of concessions activity fee owing for the preceding year due in arrears yearly from the commencement date. The concessionaire is to supply client activity return forms and declaration of fees form attached as Schedule 3.  
(see clause 4)

8. **Penalty Interest Rate:** Double the Grantor's bank's current highest 90 day bank bill buy rate.  
(see clause 4.2)

9. **Concession Fee Review Date:** Every three years from the commencement date. (see clause 6)

10. **Public Liability General Indemnity Cover:** for \$2,000,000 (see clause 15.3)

11. **Public Liability Forest & Rural Fire Extension:** for \$2,000,000 (see clause 15.3)

12. **Statutory Liability:** \$500,000 (see clause 15.3)

13. **Other Types of Insurance:** NIL (see clause 15.3)

**Amounts Insured for Other Types of Insurances:** NIL (see clause 15.3)

14. **Environmental Monitoring Contribution:** To be negotiated between the Grantor and the Concessionaire if required as per Clause 16 (Environmental Monitoring and Land Rehabilitation) of the concession document. (see clause 16)

15. **Address for Notices:** (see clause 19)

(a) Grantor  
Conservator  
Department of Conservation  
70 Moorhouse Avenue  
Private Bag 4715  
CHRISTCHURCH  
Ph (03) 371-3700  
Fax (03) 365-1388

(b) Concessionaire  
Glentanner Park (Mt Cook) Limited  
Directors:  
Ross and Helen Ivey  
Glentanner Station  
Mount Cook Road  
Lake Pukaki  
Ph (03) 435-1843

Registered Office:  
C/o Hubbard Churcher & Co.  
Chartered Accountants  
39 George Street  
Timaru  
Ph: (03) 687-9222  
Fax: (03) 684-4319

**SCHEDULE 2**

*Special Conditions*

**(A) General Conditions:**

1. The public have unrestricted access rights to the Land. The Grantor may erect signposts and mark the access routes through the Land for the benefit of the public.
2. The Grantor will have no obligation to maintain any of the tracks within the Land. The Grantor shall have all rights and powers whether on the track or necessarily adjacent thereto to take all reasonable steps to repair and maintain the tracks to a standard suitable for Conservation management use and public pedestrian access. The Concessionaire may maintain any existing 4WD tracks within the Concession area. Maintenance of existing 4WD tracks is to be done in consultation with the Twizel Te Manahuna Area Manager.
3. The Concessionaire shall actively promote and, by all practicable means, cause all clients to adhere to the attached Environmental Care Code and the Water Care Code at all times. (Schedule 4)
4. Before commencing any of the Concession Activities, the Concessionaire must prepare a safety plan and have it audited, pursuant to Clause 11.0 of this Licence.
5. The Concessionaire shall provide evidence (at the same time as providing their activity return) satisfactory to the Grantor that the Concessionaire safety plan is current and operational. If the evidence provided by the Concessionaire is not satisfactory to the Grantor, the Concessionaire shall (at the Concessionaires expense) provide the Grantor with a recently completed audit (no more than 30 days old) of the safety plan.
6. The Concessionaire must report all incidents and accidents of what so ever nature and whether or not the subject of an official search and rescue operation to the Grantor. At the request of the Grantor the Concessionaire must supply a report in writing of any inquiry into the cause of an incident, or accident, and if in the opinion of the Grantor the inquiry reveals that a reasonable standard of safety was not maintained and/or the Concessionaire, their servants, or employees or agents were negligent then the Grantor may determine this concession. The Concessionaire must at the request of the Grantor make available any employee, servant or agent who in the opinion of the Grantor might assist in any such enquiry.
7. The Concessionaire and their servants, agents, invitees and staff shall be solely responsible for the safety and conduct of all persons participating in the said helicopter landings and shall be held vicariously liable for any breach, non-observance or non-performance of any of the conditions herein contained or implied caused by any act or omission of the Concessionaires servants or invitees.
8. The Concessionaire shall remove all rubbish, including waste food, associated with the Concession Activity from the Land at the conclusion of each trip.
9. If in the opinion of the Conservator, Canterbury, excessive impact (including visual and noise impact) is occurring to any part of the area to which this permit applies, the Concessionaire shall modify the method of operation to the satisfaction of the Conservator, to avoid, remedy or mitigate the adverse effects. The Grantor shall have the right to amend the conditions of this licence to reflect any such modification to methods of operation, including the location and the maximum numbers of landings permitted.
10. On the 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup> and 25<sup>th</sup> anniversary of the signing of this concession, a review may be undertaken based on the Concessionaire's Activity Returns. If it is determined from the Concessionaire's Activity Returns that the full allocation of their concession is not being used, the Grantor reserves the right to review the allocation quota of the Concessionaire and amend the Concession document accordingly (using the following formula: maximum number of trips guided/landings undertaken in any of the preceding five years of the concession plus 4.5% (compounding) for each of the next five remaining years of the concession). In the same way, the



Department may at this time consider a variation to the concession to increase numbers if demand is demonstrated and effects of any increase can be remedied, mitigated or avoided.

11. The Concessionaire is requested to consult the relevant Papatipu Runanga (as set out below) if they wish to use Ngāi Tahu cultural information. If the concessionaire wishes to use the Tōpuni or statutory acknowledgement information contained in schedules 14-108 of the Ngāi Tahu Claims Settlement Act 1998, or any Department produced interpretative material in respect to Ngāi Tahu cultural information, they are requested to notify the relevant Papatipu Rūnanga, as a matter of courtesy.

*Note: The Department of Conservation will, in relation to this clause, provide the Concessionaire with:*

- (a) *the contact details of the relevant Papatipu Rūnanga, and;*
- (b) *the relevant Topuni information.*

12. The Concessionaire and any persons employed by the Concessionaire are requested to recognize and provide for Ngāi Tahu values in the conduct of their activities.
13. The Concessionaire shall, as far as practicable, attend any workshops held by the Department of Conservation for the purpose of providing information to concessionaires, which will include the Ngāi Tahu values associated with Tōpuni areas.
14. If sites of cultural or historical significance are located during the Term, the Grantor reserves the right to prohibit or restrict any Concession Activity relating to those sites.
15. The Grantor shall be entitled to send any officer of the Department of Conservation on any of the Concession Activities to assess their impact on conservation values, and compliance with terms and conditions of this Licence. The costs of such assessment are recoverable from the Concessionaire.
16. This Concession does not confer any right for the Concessionaire and clients to take any part or parts of any indigenous plant on any land administered by the Department of Conservation
17. The Concessionaire shall ensure that all human waste, that cannot be disposed of in the already existing toilet facilities, is buried a minimum of 50 metres away from water source and courses.
18. The Grantor reserves the right to apply restrictions on the Concession Activity of the Concessionaire, or withdraw all or part of the Land or Concession Activity approved, if in the opinion of the Grantor the Concession Activity granted is having, or may have, an adverse effect on the physical or social environment and the effect cannot be avoided, remedied or mitigated to an extent satisfactory to the Grantor. The concessionaire shall not be entitled to any compensation in the event of such action being taken.
19. The Concessionaire and their clients shall remain on formed tracks or well-used routes where these facilities have been designed to protect the natural and historic features of the land at all times. All safety signs must be adhered to at all times.
20. The Concessionaire shall ensure that in relation to camping activities;
- a. Informal camping must ensure minimum impact is caused to the campsite. Existing campsites shall be used in preference to new sites.
  - b. Campsites (designated or informal) are not to be used for more than two consecutive nights.
  - c. Permanent or semi-permanent structures are not to be erected at any formal or informal campsite.
21. The Concessionaire shall complete the Client Activity Return forms, attached as Schedule 3, six monthly from the commencement date of the concession each and every year. The Activity Return forms should clearly illustrate, where the activities have occurred using the catchment locations provided by the Department. This can be by grid references, GPS points or a physical description, or marked on a the attached map This will help the Department with planning for the area.
22. The Concessionaire must comply with the Didymo prevention and cleaning protocols as set out in Schedule 5 after contact (including equipment, boats, clothing and other items) with any waterway.

Handwritten signature and initials in the bottom right corner of the page.

23. Notwithstanding Clause 10.2, the concessionaire shall not be required to control pests on or emanating from the Land, nor shall the concessionaire be required to engage a pest exterminator.

**Tourism Activities:**

**(B) Guided Ground Based Hunting Conditions:**

1. The activity is limited to the following;

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days?)
	5		4	

2. The Concessionaire is to limit the party size to the maximum party size (including guide) identified in the table above.
3. The Grantor will be responsible for controlling the thar numbers on the Land. The thar numbers are to be maintained at a level that is in keeping with current DOC policies on thar number control. The Grantor reserves the right to monitor the thar numbers from time to time as they consider appropriate and if numbers are not at an acceptable level the Grantor reserves the right to bring the numbers down to a figure that is appropriate to current control policies.
4. The Concessionaire shall not guide any hunting party in the concession area without having first obtained hunting permits to cover all members of the specific hunting party.

**(C) Guided Walking and Tramping Conditions:**

1. The activity is limited to the following;

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days?)
	8		2	

2. The Concessionaire is to limit the party size to the maximum party size (including guide) identified in the table above.
3. The Grantor reserves the right to request further or different activity related information in order to best monitor and determine any effects of the Concession Activity on the Land.

*Handwritten signatures and initials:*  
 DMS  
 HMA

**(D) Guided Climbing and Rock Climbing Conditions:**

1. The activity is limited to the following;

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days?)
	8		2	

2. The Concessionaire is to limit the party size to the maximum party size (including guide) identified in the table above.
3. The Grantor reserves the right to request further or different activity related information in order to best monitor and determine any effects of the Concession Activity on the Land.
4. The Concessionaire is to ensure that there is no brushing or preparing of any rock surfaces.
5. The Concessionaire is to ensure that any cracks, clefts or other hollows or depressions in the rock surface that support vegetative growth are not cleaned out or "gardened".
6. The Concessionaire is to ensure that rock bolts are not placed on new climbing routes and existing bolts are not replaced.
7. The Concessionaire is to ensure that minimal trampling of plants at rock bases occurs.
8. The Concessionaire is to ensure all equipment is removed from the area.

**(E) Guided Mountaineering Conditions:**

1. The activity is limited to the following;

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days?)
	8		2	

2. The Concessionaire is to limit the party size to the maximum party size (including guide) identified in the table above.
3. The Grantor reserves the right to request further or different activity related information in order to best monitor and determine any effects of the Concession Activity on the Land.
4. All persons employed to conduct high guiding activity will only take clients out on routes on which they are suitably qualified or experienced to do so.

*Handwritten signature and initials:*  
 [Signature]  
 H/148

**(F) Guided Mountain Biking Conditions:**

1. The activity is limited to the following;

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days?)
	8		2	

2. The Concessionaire is to limit the party size to the maximum party size (including guide) identified in the table above.
3. The Grantor reserves the right to request further or different activity related information in order to best monitor and determine any effects of the Concession Activity on the Land.
4. The Concessionaire shall ensure that mountain bikes avoid wet and swampy areas.
5. The Concessionaire shall ensure that mountain bikes remain on formed tracks where possible and conform to the mountain bike code of conduct (Schedule 6). If the party size is larger than eight, the party shall split into two groups of no more than eight people per group with a 15-30 minute gap between groups on the tracks.

**(G) Guided Horse Trekking Conditions:**

1. The activity is limited to the following;

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days?)
	8		2	

2. The Concessionaire is to limit the party size to the maximum party size (including guide) identified in the table above.
3. The Concessionaire shall limit the number of horses transporting party members on any one guided trek to eight (including guide's horse) at a time.
4. The Concessionaire shall in respect to horse management:
- a. Ensure that horses eat cooked feeds/grains or other treated hard feed during the two days before entering the Land so as to minimize the risk of weed seed spread or the Concessionaire shall take all practical steps to ensure that horse food originates from the Concessionaire's property and does not contain any weed seeds not already in the area.
  - b. Ensure horses' hooves are cleaned before being transported to the land.
  - c. Ensure horse manure is scattered so as not to create a nuisance for other users of these areas. Manure should not be scattered onto river beds or waterways, wetlands and tarns., or any other unmodified or sensitive ecosystem.
  - d. Ensure horses are discouraged from grazing on native foliage whilst on the Land.
  - e. Ensure horses are fed from nose-bags if they need feeding whilst on the Land.
  - f. Ensure horses stay on designated tracks and roads at all times.
  - g. Ensure that wet weather trekking is avoided in order to minimize track and road damage.

*Handwritten signatures and initials:*  
 [Signature]  
 HMA

- h. Ensure that horses are tethered or penned away from accommodation buildings so that flies and manure do not create a nuisance.
- i. Ensure that horses avoid wet and swampy areas.

**(H) Guided Fishing Conditions:**

1. The Concessionaire shall limit party size, including guides, to **4 people per trip**.
2. The Concessionaire shall ensure that all guides and clients hold all applicable licences, (including NZ Fish and Game Licences) and all other permissions that are required to be held.
3. The Concessionaire is to ensure that fish waste of any fish killed is disposed of well away from any water bodies.
4. The Concessionaire is not to target any indigenous fish species and shall immediately release any indigenous fish species that are caught.
5. The Concessionaire shall ensure guides record any sightings of indigenous fish and shall forward these records to the closest Department of Conservation Office.
6. The Concessionaire shall ensure that footwear and waders worn on the Land or any water within the Land are cleaned prior to entering the Land to avoid the transportation of weeds and plant seeds.
7. The Concessionaire shall ensure that guides and clients show courtesy and consideration to other users of the Land at all times. Fishing areas shall not be monopolized or used in a manner that would detract from the enjoyment of other visitors.
8. The Concessionaire shall not, during the nesting season for riverbed dwelling birds, use any river bed that is administered by the Department for vehicle access other than on a formed vehicle track.
9. The concession is for the fishing of "sports fish" only, as listed in Fish and Game New Zealand's *Sports Fishing Regulations Guide*.
10. The Concessionaire shall comply with all restrictions, regulations or guidelines issued by Fish and Game New Zealand.

**(I) Guided Heliskiing and Heliboarding Conditions:**

1. The activity is limited to the following;

Location	Activity	Max Party size (Incl Guides)	Runs per day per trip	Landings per day per party	Max trips per year
Freds Stream Catchment	Heli-skiing, Heliboarding	(to be split into groups of no more than 5)	5	10	
Bush Stream Catchment	Heli-skiing, Heliboarding	(to be split into groups of no more than 5)	5	10	
Twin Stream Catchment	Heli-skiing, Heliboarding	(to be split into groups of no more than 5)	5	10	

*[Handwritten signature]*  
*[Handwritten initials]*

2. The Concessionaire shall ensure that all helicopters keep at least 500 feet from ground parties encountered during flying and landing operations.
3. The licence shall be operable only in conjunction with Civil Aviation Authority, Resource Management Act consent, and any other approvals necessary for such operation. The Concessionaire, or its chosen operator, must possess a current Civil Aviation Authority Air Operator Certificate, or Transitional Air Operator Certificate (Air Service Operations), as appropriate, as well as appropriate airworthiness certificates for all aircraft used, pursuant to Clause 11 of this concession. Before commencing this activity, copies of these certifications must be submitted to the Grantor.
4. The Concessionaire shall have no priority use of the areas and shall be permitted to land only if the areas are clear of other users including recreationists.
5. The Concessionaire shall complete the Client Activity Return forms, six monthly from the commencement date of the concession, in each and every year and must contain the following information:
  - The number of landings/sites visited undertaken on public conservation lands
  - The sites at which landings/sites visited occurred
  - The number of clients landed/sites visited and the reason for landing or visit
  - The days on which the landings/sites visited occurred.
  - In the case of Heliskiing a map showing the runs that were under taken.
6. The Concessionaire must adhere to the Helicopter Association International 'Fly Neighborly Guide'.
7. The Concessionaire must not refuel, leave any fuel drums or construct any fuel dumps on the Conservation Area.

**(J) Aircraft Landing conditions for irregular/regular positioning of recreationists or commercially guided groups (including heli-hiking, heli-biking and heli-fishing):**

- 1 The Concessionaire shall not land within 250m of any hut where possible.
2. The Grantor may close access to any part of the Land for management purposes on a temporary basis, and shall give notice in writing to the Concessionaire prior to the temporary closure. The Concessionaire shall not land at any site that has been closed under this clause until given notice in writing by the Grantor that the temporary closure has been lifted.
3. The concessionaire shall submit activity return forms which clearly illustrate where the landings were made e.g. grid reference or GPS points, and declaration of fees form, attached as Schedule 3 on a six monthly basis or on demand as requested by the Department.
4. This concession does not confer on the concessionaire or their agents, employees, invitees or clients the right to use huts or other public facilities on the conservation area in priority to any other legitimate users of the conservation area.
5. The concessionaire must avoid, where possible, overflying tramping routes, tracks and other visitor facilities.
6. The concessionaire must not refuel, leave any fuel drums or construct any fuel dumps on the conservation area.
7. All helicopter operations under this licence shall be in compliance with Civil Aviation Authority regulations.
8. The helicopters to be operated are restricted to the following type and model of aircraft \_\_\_\_\_ unless otherwise approved in writing by the Grantor or the Grantor's nominee thereof.
9. The concessionaire must advise any of their clients or invitees that are anglers or hunters that they require a valid hunting permit or fishing license to conduct their activities on public conservation land.

10. The concessionaire requires a wild animal recovery concession for transporting wild animal products issued under the section 22 of the Wild Animal Control Act 1977 in accordance with Part 3B of Conservation Act 1987.
11. The Concessionaire must not use aircraft to search for, shoot or immobilize wild animals.
12. The Concessionaire shall not carry under slung loads into Public Conservation Lands. Sling loads (for example deer or thar shot by recreational hunters) may be removed from the Land.
13. The Concessionaire must adhere to the Helicopter Association International 'Fly Neighborly Guide'.
14. The Concessionaire must possess a current Civil Aviation Authority Air Operator Certificate, or Transitional Air Operator Certificate (Air Service Operations), as appropriate, as well as appropriate airworthiness certificates for all aircraft used, pursuant to Clause 11 of this concession. Before commencing this activity, copies of these certifications must be submitted to the Grantor.
15. Safety and survival equipment is to be carried at all times to the standards of the licensee's Flight Operations manual and as specified by CAA regulations.

**(K) Commercial Filming and Photography Conditions:**

1. The Concessionaire is required to complete a filming application form for each proposed filming event to enable the Grantor to assess the potential of any significant effects on the environment for each particular event.
2. The Grantor may require the Concessionaire to pay a bond if it is established that there is potential for damage to the environment at the filming location. The bond will be determined by the Grantor and will be sufficient to cover the cost of restoring the location to its previous condition and will include monitoring of the restoration.
3. The Concessionaire must make adequate provision for suitable sanitary facilities for the site if required by the Grantor and for the disposal of all refuse material and is to comply with the reasonable directions of the Grantor in regard to these matters.
4. The Concessionaire must, upon request by the Grantor, submit written engineering or building plans and details to the Grantor for approval before:
  - erecting or altering any structure on the site.
  - bringing any structure onto the site.
  - installing any facilities on the site.
  - altering the site in any way.
5. The Concessionaire must not commence any work on the site until the Grantor has given written approval.
6. The Concessionaire must comply with all statutory requirements including building consents and code compliance certificates under the Building Act 1991 and must also apply for any other permits and resource consents required for the activities associated with the filming.







Summary

Total number of Clients per 1/2 day	Fee/Client per 1/2 day	Total number of Clients per whole day	Fee/Client per whole day	Total Fees Payable
Tourism Fee	\$5.00		\$10.00	
Ground Based Hunting			\$10.00	
Helisking Fee			\$26.00	
Irregular Landing Fee			\$15.00 per landing	
Commercial Filming and Photography			\$300 per day documentaries, sports events, still photography. \$500 per day commercials, feature films, dramas. Plus \$25 per person in film crew.	\$
Plus GST				\$
SUB TOTAL				\$
Less Minimum Fees Paid				\$
TOTAL FEE PAYABLE				\$

I certify that the above figures are a true and accurate copy of records held by the Company.

Signed by:

Date / /

Thanks again for your help

**SCHEDULE 4**

**Environmental Care Code**

**Protect Plants and Animals**

Treat New Zealand's forest and birds with care and respect. They are unique and often rare.

**Remove Rubbish**

Litter is unattractive, harmful to wildlife and can increase vermin and disease. Plan your visits to reduce rubbish, and carry out what you carry in.

**Bury Toilet Waste**

In areas without toilet facilities, bury your toilet waste in a shallow hole well away from waterways, tracks, campsites and huts.

**Keep Streams and Lakes Clean**

When cleaning and washing, take the water and wash well away from the water source. Because soaps and detergents are harmful to water life, drain used water into the soil to allow it to be filtered. If you suspect the water may be contaminated, either boil it for at least three minutes, or filter it, or chemically treat it.

**Take Care With Fires**

Portable fuel stoves are less harmful to the environment and are more efficient than fires. If you do use a fire, keep it small, use only dead wood and make sure it is out by dousing it with water and checking the ashes before leaving.

**Camp Carefully**

When camping, leave no trace of your visit.

**Keep to the Track**

By keeping to the track, where one exists, you lessen the chance of damaging fragile plants.

**Consider Others**

People visit the back-country and rural areas for many reasons. Be considerate of other visitors who also have a right to enjoy the natural environment.

**Respect Our Cultural Heritage**

Many places in New Zealand have a spiritual and historical significance. Treat these places with consideration and respect.

**Enjoy Your Visit**

Enjoy your outdoor experience. Take a last look before leaving an area; will the next visitor know that you have been there?

Protect the environment for your own sake, for the sake of those who come after you, and for the environment itself.

**Water Care Code**

**Find Out First**

Find out and follow the regulations governing recreational use of waterways and access. They are designed to minimise conflict between users and protect everyone's health and safety.

**Stay on Established Tracks and Use Existing Facilities**

By using existing facilities, where these are provided, you run less chance of disturbing wildlife and damaging riverbanks and foreshores.

**Take Care of Your Gear**

Careless use of equipment can harm wildlife and other users.

**Remove Rubbish**

Litter is unattractive, harmful to wildlife and pollutes water. Plan your visit to reduce rubbish, and carry out what you carry in.

**Dispose of Toilet Waste Properly**

Improper disposal of toilet waste can contaminate water, damage the environment and is culturally offensive. Use disposal facilities where provided or bury waste in a shallow hole at least 50 metres away from waterways.

**Be Careful with Chemicals**

Use chemicals sparingly, and refuel with care. Dispose of cooking or washing water well away from the source.

1/11/10  
AMG

**Respect Our Cultural Heritage**

Many New Zealand waterways have special cultural, spiritual or historical values. Treat these places with consideration and respect.

**Take Only the Food You Need**

When taking food from the sea or freshwater, don't overdo it. Sustain life in our waterways by taking only what you need and no more than the legal limit.

**Consider Plants and Animals**

Remember we are only visitors to water environments. Other animal and plant species live there all the time.

**Consider Other People**

Respect other visitors ... everyone has the right to enjoy the environment in safety.

*Handwritten signature and initials*

**SCHEDULE 5**

***Didymo Prevention Guidelines***

***Didymo (and other freshwater pests) prevention guidelines***

**Stop the spread**

Didymo is an invasive freshwater alga that can form massive blooms, smothering rocks, submerged plants and other material. Didymo is made up of cells that cannot be seen with the naked eye until large colonies form. It can take only one live didymo cell to be transported to a nearby waterway for didymo to become established.

Didymo is an unwanted organism under the Biosecurity Act, 1993.

To ensure you do not spread didymo and other freshwater pests, wherever possible restrict equipment, vehicles, boats, clothing and other items for exclusive use in a single waterway.

The Concessionaire shall:

1. Before entering a waterway, ensure all equipment, clothing and vehicles that have been in contact with another waterway, have been decontaminated for didymo in accordance with the cleaning methods listed below.
2. When leaving a waterway, ensure all equipment, clothing and vehicles that have been in contact with the waterway, have been decontaminated for didymo in accordance with the cleaning methods listed below.
3. Not move fish, plants, rocks and other river/lake items between waterways.
4. Ensure felt-soled footwear is not worn in any waterway.

**Cleaning methods—didymo**

**CHECK:** Before you leave a river or lake, remove all obvious clumps of algae and look for hidden clumps—leave them at the affected site. If you find any later, treat and put in rubbish. Do not wash down drains.

**CLEAN:** There are several ways to kill didymo. Choose the most practical treatment for your situation which will not adversely affect your gear. Refer to the MAF Biosecurity New Zealand website [www.biosecurity.govt.nz/didymo](http://www.biosecurity.govt.nz/didymo) for more information and cleaning methods for specific activities.

**Non-absorbent items**

**Detergent:** soak or spray all surfaces for at least one minute in 5% dishwashing detergent or nappy cleaner (two large cups or 500 mls with water added to make 10 litres); OR

**Bleach:** soak or spray all surfaces for at least one minute in 2% household bleach (one small cup or 200 mls with water added to make 10 litres); OR

**Hot water:** soak for at least one minute in very hot water *kept above* 60 °C (hotter than most tap water) or for at least 20 minutes in hot water *kept above* 45 °C (uncomfortable to touch).

**Absorbent items** require longer soaking times to allow thorough saturation.

**Hot water:** soak for at least 40 minutes in hot water kept above 45 °C; OR

**Hot water plus detergent:** soak for 30 minutes in hot water kept above 45 °C containing 5% dishwashing detergent or nappy cleaner; OR

**Freezing any item** until solid will also kill didymo.

**NOTE:** The thicker and denser the material, the better it will be at holding moisture and live cells, the slower it will be to dry out and the more difficult it will be to soak completely with cleaning solutions.

Handwritten notes: (1) 15/11/10, HMA

**DRY:** Drying will kill didymo, but slightly moist didymo can survive for months. To ensure didymo cells are dead by drying; the item must be *completely dry* to the touch, inside and out, then left dry for at least another 48 hours before use.

**If cleaning or drying is not practical, restrict equipment to a single waterway.**

**Didymo information for trampers**

Specific cleaning guidelines for trampers is available on the MAFBNZ website—

<http://www.biosecurity.govt.nz/pests/didymo/cleaning> —click on information for trampers.

NB: When decontaminating equipment for didymo, it is recommended that you:

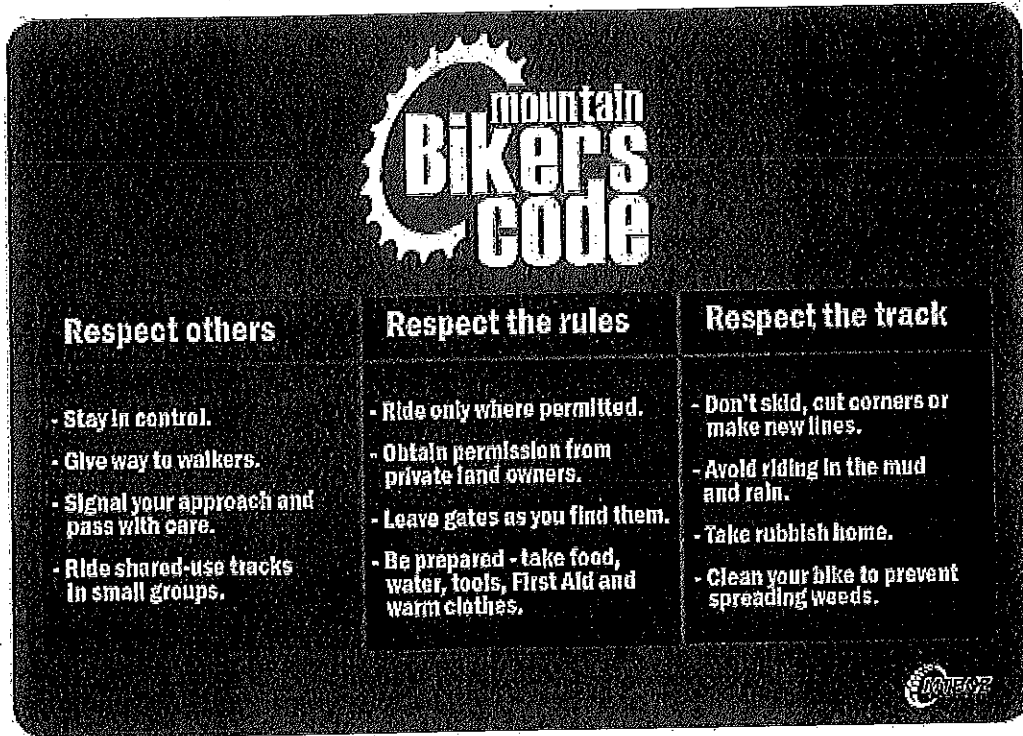
- Soak porous materials long enough to ensure cleaning solution has gone right through the item before soaking for the required decontamination time.
- Choose a decontamination solution that will not adversely affect your equipment.
- Follow manufacturer's safety instructions when using products.
- Dispose of cleaning waste well away from waterways.

The above didymo decontamination measures are sourced from the MAF Biosecurity New Zealand website ([www.biosecurity.govt.nz/didymo](http://www.biosecurity.govt.nz/didymo)). Please visit this site for further information or instructions on cleaning methods for specific activities.

To report a suspected find of didymo, please call 0800 80 99 66

**SCHEDULE 6**

*Mountain Bike Code of Conduct*



The sign features the 'mountain Bikers code' logo at the top, where 'mountain' is in a smaller font above 'Bikers' and 'code' below it, all enclosed in a gear-like border. Below the logo, the sign is divided into three columns with the following text:

Respect others	Respect the rules	Respect the track
<ul style="list-style-type: none"><li>- Stay in control.</li><li>- Give way to walkers.</li><li>- Signal your approach and pass with care.</li><li>- Ride shared-use tracks in small groups.</li></ul>	<ul style="list-style-type: none"><li>- Ride only where permitted.</li><li>- Obtain permission from private land owners.</li><li>- Leave gates as you find them.</li><li>- Be prepared - take food, water, tools, First Aid and warm clothes.</li></ul>	<ul style="list-style-type: none"><li>- Don't skid, cut corners or make new lines.</li><li>- Avoid riding in the mud and rain.</li><li>- Take rubbish home.</li><li>- Clean your bike to prevent spreading weeds.</li></ul>

A small logo is visible in the bottom right corner of the sign.

Handwritten notes: "C1001" and "HMA" with a signature.



**Appendix 5: Form of Easement Concession to be Created**

---

*Handwritten signature and date:*  
G. 10/19/19



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

DATED \_\_\_\_\_

Between

MINISTER OF CONSERVATION  
("the Grantor")

and

GLENTANNER STATION LIMITED

("the Concessionaire")

EASEMENT CONCESSION  
UNDER CROWN PASTORAL LAND ACT 1998



Department of Conservation  
*Te Papa Atawhai*

*[Handwritten signature]*  
*[Handwritten initials]*

- 1 -

THIS DOCUMENT is made this        day of        20

**PARTIES:**

1.     **MINISTER OF CONSERVATION**, ("the Grantor")
2.     **GLENTANNER STATION LIMITED**, ("the Concessionaire")

**BACKGROUND**

- A.     The land described in Item 1 of Schedule 1 as the Servient Land is a Conservation Area or a Reserve under the management of the Grantor.
- B.     The land described in Item 2 of Schedule 1 as the Dominant Land is freehold land of the Concessionaire.
- C.     Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant a Concession for a Concession Activity in a Conservation Area and a Reserve under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).
- D.     The Concessionaire wishes to carry out the Concession Activity on the Easement Area subject to the terms and conditions of this Document.
- E.     The Grantor has agreed to grant the Concessionaire an Easement appurtenant to the Dominant Land over that part of the Servient Land specified as the Easement Area.

**OPERATIVE PARTS**

**TERMS AND CONDITIONS**

**1.0     DEFINITIONS AND INTERPRETATION**

1.1     In this Document, unless the context otherwise requires:

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

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

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

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

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

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

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

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

*Handwritten initials:*  
COC  
HMA

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

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

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

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

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

"**Structure**" includes a bridge, a culvert, and a fence.

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

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

1.2 In this Document unless the context otherwise requires:

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

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

## 2.0 GRANT OF APPURTENANT EASEMENT

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

## 3.0 TERM

WGNHO-118917 - Easement Concession - Version 4  
DOCDM-666564 - Glentanner Easement Concession - November 2010

15 July 2002



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

**4.0 COMPENSATION**

4.1 The Concessionaire must pay to the Grantor in the manner specified by the Grantor the Compensation specified in Item 6 of Schedule 1.

**5.0 OTHER CHARGES**

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

**6.0 CONCESSION ACTIVITY**

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

**7.0 COMPLIANCE**

7.1 The Concessionaire will comply where relevant:

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

**8.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS**

8.1 The Concessionaire must not erect or bring on to the Easement Area any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.

8.2 The Concessionaire must keep and maintain any Structures, and facilities on and alterations to the Easement Area in good repair.

8.3 On expiry or early termination of this Document either as to the whole or any part of the Easement Area, the Concessionaire will not be entitled to compensation for any improvements and any Structure or facilities remaining on the Easement Area are to become the property of the Grantor.

8.4 If requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at the Concessionaire's own expense all damage done by the removal and must leave the Easement Area in a clean and tidy condition to the satisfaction of the Grantor.

**9.0 PROTECTION OF THE ENVIRONMENT**

9.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:

- (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Easement Area; or

*(initials)*  
*AMM*

- (b) bring any plants, or animals (except those stipulated in Item 4 of Schedule 1) on to the Easement Area; or
- (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or
- (d) pile or store materials in any place on the Easement Area where they may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Easement Area; or
- (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Easement Area; or
- (g) disturb or allow stock to disturb any stream or watercourse on the Easement Area; or
- (h) light any fire on the Easement Area.

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

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

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

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

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

#### 10. TEMPORARY SUSPENSION

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

#### 11.0 TERMINATION

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

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

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

#### 12.0 INDEMNITIES AND INSURANCE

12.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, agents, contractors, licensees or invitees

or otherwise caused as a result of its use of the Easement Area or the Concessionaire's carrying out of the Concession Activity on the Easement Area.

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

### 13.0 ASSIGNMENT

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

### 14.0 DISPUTE RESOLUTION AND ARBITRATION

- 14.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 14.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to mediation with a mediator agreed between the parties.
- 14.3 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

*(Handwritten initials)*  
NMG

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

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

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

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

#### 15.0 NOTICES

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

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

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

#### 16.0 RELATIONSHIP OF PARTIES

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

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

#### 17.0 SPECIAL CONDITIONS

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

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

Signed by \_\_\_\_\_ )  
\_\_\_\_\_ )

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

Witness \_\_\_\_\_

Witness Name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

Signed by \_\_\_\_\_ )  
Director, Glentanner Station Limited )  
as Concessionaire in the presence of :

Witness \_\_\_\_\_

Witness Name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

Signed by \_\_\_\_\_ )  
Director, Glentanner Station Limited )  
as Concessionaire in the presence of :

Witness \_\_\_\_\_

Witness Name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

*Handwritten initials and scribbles in the bottom left corner.*





SCHEDULE 1

1. **Servient Land:**  
Freds Stream Track  
Conservation area of 8,750 hectares approximately on the Ben Ohau Range being part of \_\_\_\_\_ situated in the Land District of Canterbury and shown shaded pink on the plan attached to the Proposal and herein referred to as the Land.  
  
Whale Stream Block  
Conservation area of 10 hectares approximately beside Lake Pukaki on the true right of Whale Stream being part of \_\_\_\_\_ situated in the Land District of Canterbury and shown shaded pink on the plan attached to the Proposal and herein referred to as the Land.  

*(see definition of Servient Land in clause 1.1)*
2. **Dominant Land:**  
Freds Stream Track  
The land described as being \_\_\_\_\_ situated in Blocks XIII Pukaki, Block I Gladstone, Block XVII Mueller, Blocks III, VII, & XI Tasman & Block X Jollie Survey Districts and described in Certificate of Title CB \_\_\_\_\_ (Canterbury Registry).  
  
Whale Stream Block  
The land described as being \_\_\_\_\_ situated in Blocks XIII Pukaki, Block I Gladstone, Block XVII Mueller, Blocks III, VII, & XI Tasman & Block X Jollie Survey Districts and described in Certificate of Title CB \_\_\_\_\_ (Canterbury Registry).  

*(see definition of Dominant Land in clause 1.1)*
3. **Easement Area:**  
Freds Stream Track  
That part of the land labelled "f-g" shown as a blue dotted line on the plan attached to the Proposal and having a width of 20 metres.  
  
Whale Stream Block  
That part of the land labelled "CA3" shown shaded pink on the plan attached to the Proposal.  

*(see definition of Easement Area in clause 1.1)*
4. **Concession Activity:** The Concessionaire has the right to from time to time and at all times for the Concessionaires, their servants, employees, agents workmen, contractors, licensees and invitees (in common with the Grantor and any other person lawfully entitled so to do) to have the full, free uninterrupted and unrestricted right liberty and privilege from time to time by day and by night to go pass and repass for farm management purposes only on foot and with motor vehicles and with or without horses, machinery and implements of any kind, farm dogs and guns over and along;
  - o easement area "f-g" at all times,
  - o easement area "CA3" for a time period of a maximum of 24 hours at any one time at seven separate times per annum,
  - o In respect of easement area "CA3" the right to also pass and repass and remain on the easement area for a time period of a maximum of 24 hours at any one time at seven separate times per annum with farm stock, but subject to the limitations expressed in this deed, to the intent that the easement hereby created shall forever be appurtenant to the Dominant Land.

*(see definition of Concession Activity in clause 1.1)*
5. **Term:** The concession is granted in perpetuity commencing on the day of registration of an approved plan affecting Certificate of Title CB 30F/683 (Canterbury Registry).  

*(see clause 3.1)*

6. **Compensation: \$ Nil**  
(payable on date of execution of this Document) *(see clause 4.1)*
  
7. **Public Liability General Indemnity Cover:**  
for \$1,000,000 *(see clause 12.3)*
  
8. **Public Liability Forest & Rural Fire Act Extension:**  
for \$1,000,000 *(see clause 12.3)*
  
9. **Statutory Liability Insurance**  
Nil *(see clause 12.3)*
  
10. **Other Types of Insurance:**  
Nil *(see clauses 12.3)*
  
11. **Address for Notices (including facsimile number):** *(see clause 15)*

(a) Grantor

Conservator  
Department of Conservation  
70 Moorhouse Avenue  
Private Bag 4715  
**CHRISTCHURCH**  
PH: (03) 371 3700  
Fax: (03) 365 1388

(b) Concessionaire

Glentanner Station Limited  
Directors:  
Ross and Helen Ivey  
Glentanner Station  
Mount Cook Road  
Lake Pukaki  
Ph (03) 435-1843

Registered Office:  
C/o Hubbard Churcher & Co.  
Chartered Accountants  
39 George Street  
Timaru  
Ph: (03) 687-9222  
Fax: (03) 684-4319

*Handwritten initials:*  
LJH  
HMA

SCHEDULE 2

*Special Conditions*

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

*[Handwritten signature]*  
*[Handwritten initials]*



Appendix 6: Form of Covenant to be Created (CC1, CC2, CC3, CC4, CC5):

---

2019  
1/1/9

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*

2017  
11/10

**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 specified in Schedule 1.
- 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 including all schedules attached or referred to 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 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.

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

1.2 For avoidance of doubt:

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

2. OBJECTIVE OF THE COVENANT

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

3. THE OWNER'S OBLIGATIONS

- 3.1 Unless agreed in writing by the parties, either in Schedule 2 hereof or at some later time the Owner must not carry out or allow to be carried out on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning and blanket chemical spraying;
- 3.1.6 any earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;



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

#### 4. THE MINISTER'S OBLIGATIONS

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

#### 5. IMPLEMENTATION OF OBJECTIVES

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

#### 6. DURATION OF COVENANT

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

**7. OBLIGATIONS ON SALE OF LAND**

7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, or assignee to ensure that on any subsequent sale, lease, or assignment, any subsequent purchaser, lessee, or assignee must also comply with the terms of this Covenant including this clause.

7.2 If for any reason this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

**8. MISCELLANEOUS MATTERS**

**8.1 Rights**

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

**8.2 Trespass Act:**

8.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

8.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

**8.3 Reserves Act**

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

**8.4 Titles**

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

**8.5 Acceptance of Covenant**

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

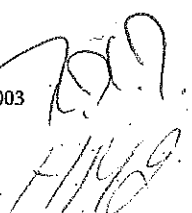
**8.6 Fire**

8.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wild fire threatening the Land;

8.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

8.6.2.1 requested to do so; or

8.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.



**9. NOTICES**

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

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

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

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

**10. DEFAULT**

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

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

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

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

10.2.1 advise the defaulting party of the default.

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

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

**11. DISPUTE RESOLUTION PROCESSES**

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

**11.2 Mediation**

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

11.2.2 if the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

**11.3 Failure of Mediation**

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

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

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

12. JOINT OBLIGATIONS

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

13. SPECIAL CONDITIONS

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

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

Executed as a Deed

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

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

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

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

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

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

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

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

*[Handwritten signatures and initials]*

**SCHEDULE 1**

**1. Description of Land**

**CC1 – Glentanner Tasman River Faces.**

All that piece of land containing 850 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC1 being \_\_\_\_\_ situated in Blocks XIII Pukaki, Block I Gladstone, Block XVII Mueller, Blocks III, VII, & XI Tasman & Block X Jollie Survey Districts (Canterbury Survey District).

**CC2 – Glentanner Eastern Upper Face.**

All that piece of land containing 200 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC2 being \_\_\_\_\_ situated in Blocks XIII Pukaki, Block I Gladstone, Block XVII Mueller, Blocks III, VII, & XI Tasman & Block X Jollie Survey Districts (Canterbury Survey District).

**CC3 – Glentanner Lake Pukaki Faces.**

All that piece of land containing 788 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC3 being \_\_\_\_\_ situated in Blocks XIII Pukaki, Block I Gladstone, Block XVII Mueller, Blocks III, VII, & XI Tasman & Block X Jollie Survey Districts (Canterbury Survey District).

**CC4 – Glentanner Holding Paddock.**

All that piece of land containing 7 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC4 being \_\_\_\_\_ situated in Blocks XIII Pukaki, Block I Gladstone, Block XVII Mueller, Blocks III, VII, & XI Tasman & Block X Jollie Survey Districts (Canterbury Survey District).

**CC5 – Katherine Fields.**

All that piece of land containing 62 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC5 being \_\_\_\_\_ situated in Blocks XIII Pukaki, Block I Gladstone, Block XVII Mueller, Blocks III, VII, & XI Tasman & Block X Jollie Survey Districts (Canterbury Survey District).

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

The following is a description of contributing Values associated with the Land;

- The Glentanner landscape has very high inherent landscape values associated with it's linkage to Mt Cook National Park.
- The Katherine Fields landscape has very high inherent landscape values associated with it's linkage to Lake Pukaki.
- The area is highly visible from the major tourist route, State Highway 80, and the adjoining airspace which are both significant tourist viewpoints.
- The vegetation cover is relatively natural with significant indigenous woody shrublands contained in incised stream gullies.

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

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

Minister of Conservation  
C/- Conservator  
Department of Conservation  
70 Moorhouse Avenue  
Private Bag 4715  
**CHRISTCHURCH**  
Ph: 03 371-3700  
Fax: 03 365-1388

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

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

Glentanner Station Limited  
C/o Hubbard Churcher & Co.  
Chartered Accountants  
39 George Street  
Timaru  
Ph: (03) 687-9222  
Fax: (03) 684-4319

**SCHEDULE 2**

**Special Conditions**

**CC1 – Glentanner Tasman River Faces.**

1. Clause 3.1.1 of the covenant document does not apply to the covenant area CC1.
2. Notwithstanding clause 3.1.2, within the area of CC1 the Owner may spray and or burn areas of matagouri, manuka (generally under 1.5m tall) or bracken fern for the purpose of continued pastoral use and is applicable to Glentanner Station Limited only with this variation not being extended to subsequent land owners.
3. Clause 3.1.3 is hereby modified as it applies to CC1, the Owner must not plant any species of tree or shrub or plant with the exception of being permitted to plant local native plants. The Owner may replace existing exotic shelter belts or woodlots and may sow pasture seed.
4. Clause 3.1.4 is hereby modified to permit the erection of fences for farm management purposes, the continued maintenance, with minor modification, of buildings and structures in existence at the commencement date of this covenant and consent for any building will not be unreasonably withheld.
5. Clause 3.2.3 is modified by clause 3 of CC1 in the Special Conditions.
6. Clause 3.1.5 is hereby modified by the addition of "Except as provided for in clause 2 of CC1 in the Special Conditions" and is applicable to Glentanner Station Limited only with this variation not being extended to subsequent land owners.
7. Clause 3.1.6 is modified to allow the cultivation of areas previously cultivated at the commencement of this covenant and the maintenance of existing tracks.
8. This Covenant does not allow for the subdivision of any of CC1 which must be included either together or separately in any other title or titles allowed and raised.

**CC2 – Glentanner Eastern Upper Face.**

1. Clause 3.1.3 is hereby modified as it applies to CC2, the Owner must not plant any species of tree or shrub or plant with the exception of being permitted to plant local native plants.
2. Clause 3.1.4 is hereby modified to permit the erection and maintenance of fences for farm management purposes on the boundary with FH1. Consent for any building will not be unreasonably withheld.
3. Clause 3.1.6 is modified to allow maintenance of existing tracks.
4. This Covenant does not allow for the subdivision of any of CC2 which must be included either together or separately in any other title or titles allowed and raised.
5. The owner shall allow any member of the public to enter area CC2 on foot but shall be entitled to exercise rights under clause 8.2 (page 5) should any member of the public be causing a nuisance.

**CC3 – Glentanner Lake Pukald Faces.**

1. Clause 3.1.1 of the covenant document does not apply to the covenant area CC3.
2. Notwithstanding clause 3.1.2, within the area of CC3 the Owner may spray and or burn areas of matagouri, manuka (generally under 1.5m tall) or bracken fern for the purpose of continued pastoral use and is applicable to Glentanner Station Limited only with this variation not being extended to subsequent land owners.
3. Clause 3.1.3 is hereby modified as it applies to CC3, the Owner must not plant any species of tree or shrub or plant with the exception of being permitted to plant local native plants. The Owner may replace existing exotic shelter belts or woodlots and may sow pasture seed.
4. Clause 3.1.4 is hereby modified to permit the erection of fences for farm management purposes, the continued maintenance, with minor modification, of buildings and structures in existence at the commencement date of this covenant and consent for any building will not be unreasonably withheld.
5. Clause 3.2.3 is modified by clause 3 of CC3 in the Special Conditions.
6. Clause 3.1.5 is hereby modified by the addition of "Except as provided for in clause 2 of CC3 in the Special Conditions" and is applicable to Glentanner Station Limited only with this variation not being extended to subsequent land owners.
7. Clause 3.1.6 is modified to allow the cultivation of areas previously cultivated at the commencement of this covenant and the maintenance of existing tracks.
8. This Covenant does not allow for the subdivision of any of CC3 which must be included either together or separately in any other title or titles allowed and raised.

**CC4 – Glentanner Holding Paddock.**

1. Clause 3.1.1 of the covenant document does not apply to the covenant area CC4.
2. Clause 3.1.4 is hereby modified to permit the erection and maintenance for farm management purposes of fences, a set of stockyards and water supply structures. No other building or structure is permitted on CC4.
3. Clause 3.1.6 is modified to allow maintenance of existing tracks.
4. This Covenant does not allow for the subdivision of any of CC4 which must be included either together or separately in any other title or titles allowed and raised.

**CC5 – Katherine Fields.**

1. Clause 3.1.1 of the covenant document does not apply to the covenant area CC5.
2. Notwithstanding clause 3.1.2, within the area of CC5 the Owner may spray matagouri for the purpose of continued pastoral use and is applicable to Glentanner Station Limited only with this variation not being extended to subsequent land owners.
3. Clause 3.1.3 is hereby modified by addition of except the owner may sow pasture seed.
4. Clause 3.1.4 is hereby modified to permit the erection and maintenance of fences for farm management purposes. No building or structure is permitted on CC5 other than fencing.
5. Clause 3.1.6 is modified to allow maintenance of existing tracks.
6. This Covenant does not allow for the subdivision of any of CC5 which must be included either together or separately in any other title or titles allowed and raised.



GRANT of

Correct for the purposes of the  
Land Transfer Act 1952

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

Solicitor for the Minister

COMMISSIONER OF CROWN  
LANDS

to

MINISTER OF CONSERVATION

---

Solicitor  
Department of Conservation  
DUNEDIN/CHRISTCHURCH



**Appendix 7: Copy of Easements to be created:**

---

*Handwritten signature and initials*

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

DOC DM-666679 - Glentanner - November 2010

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

1. Public Access
2. Management Access

**Land Transfer Act 1952**

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

*[Handwritten signature]*

**TRANSFER**

**Land Transfer Act 1952**

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

Land Registration District

Canterbury

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

--	--	--	--

Grantor Surnames must be underlined

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

Grantee Surnames must be underlined

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

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

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

Consideration

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

Operative Clause

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

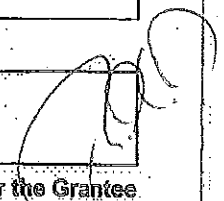
Dated this \_\_\_\_\_ day of \_\_\_\_\_

Attestation

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

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply  
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971:  
(DELETE INAPPLICABLE CERTIFICATE)

  
 Solicitor for the Grantee

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

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

Dated  Page  of  Pages

**Definitions**

1. In this transfer unless the context otherwise requires:
  - 1.1 "Easement Area" means that part of the Servient Land being 20 metres wide which is marked "[ ]" on Deposited Plan/S.O. Plan No [ ]
  - 1.2 "Management Purposes" means:
    - the protection of a significant inherent value of the land managed by the Grantee; and/or
    - the ecological sustainable management of the land managed by the Grantee.
  - 1.3 "Servient Land" means the land owned by the Grantor and described on page 1.
  - 1.4 "Grantee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes tenants, agents, invitees, contractors, licensees and employees of the Minister of Conservation and the Director-General of Conservation; and for the purposes of clause 2.1 only, includes any member of the public.
  - 1.5 "Grantor" means the owner of the Servient Land described on page 1 and includes the Grantor's tenants and invitees.

**Standard Easement Terms**

Access

2. The Grantee has the right in common with the Grantor:
  - 2.1 To pass and re-pass at any time over and along the Easement Area "h-l" on foot.
  - 2.2 To pass and re-pass at any time over and along the Easement Area "a-b", "c-d", "e-f" and "h-l" on foot, or on or accompanied by horses, or by non-motorised vehicle, or by motor vehicle, with or without machinery and implements of any kind, for Management Purposes.
3. The Grantor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Grantor.

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

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]*

**Annexure Schedule**

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

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

Exclusion of Schedules

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

Term

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

Temporary Suspension

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

Dispute Resolution

7.1 If a dispute arises between the Grantor and Grantee concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.

7.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.

7.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President of the New Zealand Law Society.

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

Notice

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

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

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

8.3 If clause 8.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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

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.

**Annexure Schedule**

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

Dated

Page

of

Pages

**Special Easement Terms**

- 9. The standard easement terms contained above must be read subject to any special easement terms set out below.
- 10. The Grantee has the right:
  - 10.1 To mark the Easement Area as appropriate.
  - 10.2 To erect and maintain stiles and/or gates.
  - 10.3 To erect and maintain signs informing the public:
    - (a) of the location of the land managed by the Crown and available for public access and recreation; and
    - (b) of their rights and responsibilities in relation to the Easement Area.
  - 10.4 From time to time to modify the surface of the Easement Area so that it becomes and remains fit for the purpose of clauses 2.1 and 2.2
  - 10.5 To use whatever reasonable means of access he/she thinks fit over the Easement Area to carry out the works in clause 10.1 to 10.4.

**Continuation of "Attestation"**

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

under a written delegation in the  
presence of: )

\_\_\_\_\_  
Witness (Signature)

Name \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

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

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

*[Handwritten signatures and initials]*



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

## TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access to Conservation Areas
2. Management Access

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor  
Department of Conservation  
70 Moorhouse Avenue  
Christchurch

Auckland District Law Society  
REF:4135

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

*Handwritten signature and date:*  
1/1/99







Appendix 8: Copy of easement 368176 to continue:

---

*COLO*  
*1/1/79*



**COMPUTER INTEREST REGISTER  
UNDER LAND TRANSFER ACT 1952**



Search Copy

**Identifier** 368176  
**Land Registration District** Canterbury  
**Date Registered** 13 July 2007 09:00 am

**Prior References**  
7461514.1

<b>Type</b>	Deed of Easement under s17ZA Conservation Act 1987	<b>Instrument</b>	YEC 7461514.1
<b>Legal Description</b>	Easement A, D Survey Office Plan 20225		
<b>Purpose</b>	right of way, right to drain sewage; right to convey water, electricity, telephonic communications and computer media over part marked A on SO 20225 and a right to drain sewage over part marked D on SO 20225		

**Proprietors**  
Her Majesty the Queen - Grantor

**Interests**

*[Handwritten signature and initials]*

**DEED OF EASEMENT**  
~~Easement instrument~~ to grant easement or *profit à prendre*,  
or create land covenant

Pursuant to Section 172A of the Conservation Act 1987  
~~Sections 404 and 405, Land Transfer Act 1952~~

YEC 7461514.1 Deed o

Copy - 01/03, Pgs - 006, 13/07/07, 07:41



Land registration district

CANTERBURY

Grantor

*Surname must be underlined*

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

Grantee

*Surname must be underlined*

AORAKI TRUST LANDS LIMITED

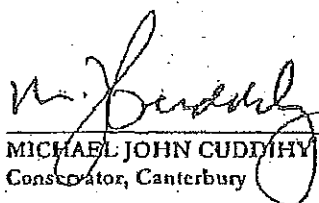
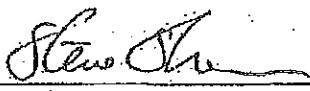
Deed

Grant<sup>m</sup> of easement or *profit à prendre* or creation or covenant

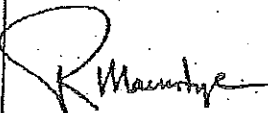
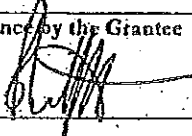
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 1st day of May 2007

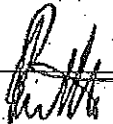
Attestation

 MICHAEL JOHN CUDDIHY Conservator, Canterbury	Signed in my presence by the Grantor 
	Signature of witness <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address

*Am*  
*[Handwritten initials]*  
*[Handwritten initials]*

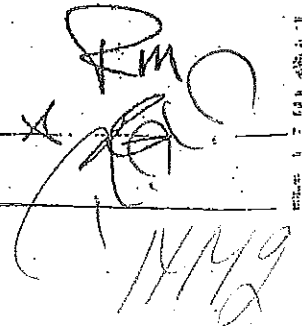
 Signature [common seal] of Grantee	Signed in my presence by the Grantee 
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation: Barry Thomas Philpott Solicitor Auckland Address

Certified correct for the purposes of the Land Transfer Act 1952.



(Solicitor for) the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used.





**Annexure  
Schedule 1**

Easement instrument                      Dated                      Page      of      pages

Schedule A

*Continue in additional Annexure Schedule if required*

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
right of way, right to drain sewage, right to convey water, electricity, telephonic communications and computer media	Parcel 'A' on SO 20225	Part RS 41651 SO 15913	Section 1 SO 18615 CFR CB35A/512
right to drain sewage	Parcel 'D' on SO 20225	Part RS 41651 SO 15913	Section 1 SO 18615 CFR CB35A/512

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

*Delete phrases in [ ] and insert memorandum number as required  
Continue in additional Annexure Schedule if required*

1. Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.
2. That the cost of maintaining the Right of Way hereby granted shall be borne by each party according to their use PROVIDED that if any repair or maintenance becomes necessary as the result of negligence, neglect or other default of one of the parties hereto or the agent servant tenant workman or lawful visitor of one party then the cost of such repair or maintenance shall be borne by that party.
3. That the cost of laying and maintaining pipes and cables and all things incidental thereto in good order and repair shall be the sole responsibility of the Grantee
4. That excluding the right of way easement all other easement rights will be limited to the provision by the Grantee of underground services only.
5. That in exercise of the rights hereby granted the Grantee will not unduly interfere with any other lawful user of the servient tenement and will give reasonable notice to the grantor of the intention to carry out any works authorized hereby
6. That the Grantee shall at all times indemnify and keep indemnified the Grantor against all liability and possible risk arising out of the Grantee's exercise of the rights hereby granted.

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

*[Handwritten signatures and initials]*

*[Large handwritten signature]*



**Appendix 9: Copy of easement CB30F/682 to continue:**

---

*[Handwritten signature]*  
*[Handwritten initials]*



# COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy

R. W. Muir  
Registrar-General  
of Land

Identifier                    **CB30F/682**  
 Land Registration District **Canterbury**  
 Date Registered            18 November 1987 09:38 am

---

Type                        Deed of easement under s60 Land Act  
                                      1948

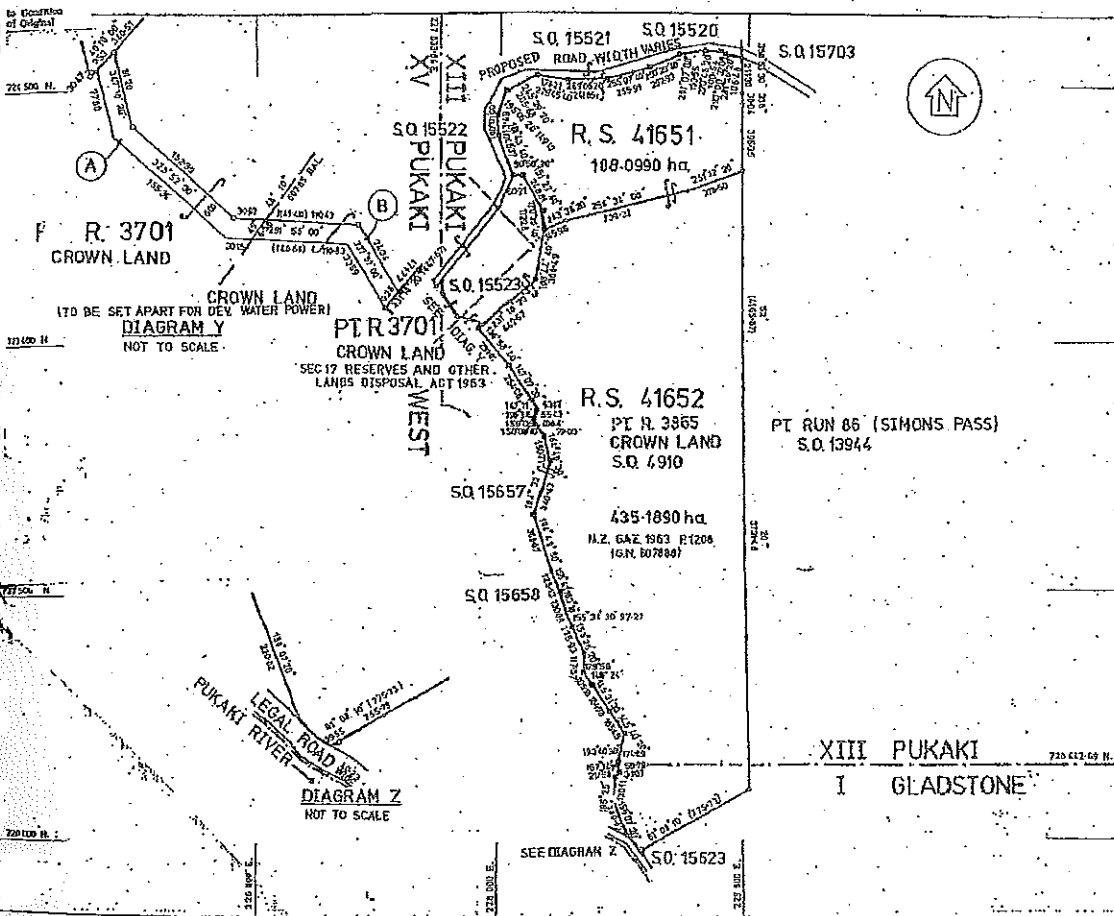
Legal Description        Part Reserve 3701 and Part Reserve 3865

Proprietors  
 Her Majesty the Queen

---

Interests

*[Handwritten signatures and initials]*



APPROVED AS TO LAYOUT  
*[Signature]*  
 PROJECT ENGINEER TWIZEL

SCHEDULE OF EASEMENTS			
NATURE	SERVIENT TENEMENT	SHOWN	DOMINANT TENEMENT
R.O.W.	PT R. 3701	A	R.S. 41652
R.O.W.	PT R. 3865	B	R.S. 41652

*[Stamp: Department of Crown Lands]*  
 10/6/83

The Mackenzie County Council hereby consents to the laying out and making of the proposed road shown on this plan pursuant to Section 218 of the Local Government Act 1974, and to the grant and/or reservation of rights of way thereover.

Dated this 1st day of July 1983

In witness whereof the Mayor and the Members of the Mackenzie County Council and heretofore affixed to the presence of

*[Signature]* County Chairman  
*[Signature]* County Clerk

Total Area 5432880 ha  
 Comprised in PT. GAZ. 1963 R1206 (G.H. 507883)

I, MACK EDWARD NICHOLS, Registered Surveyor and holder of an annual practicing certificate, hereby certify that this plan has been made from surveys conducted by me in order to determine the exact area and/or reservation of rights of way thereover with the appropriate title to the Reserve Act 1980.

Dated at DUNEDIN this 15th day of MARCH 1983. Signature *[Signature]*

Field Book 913 p.115-119 Reserve Book 99 p.10/142  
 Reference Plans 595 4180, 15520-15523, 15823, 15857, 15668, 2073, 15214, 15073

Examined *[Signature]* Const. View *[Signature]*

Approved as to Survey  
 20/7/1983 *[Signature]* District Surveyor  
 Deposited this day of 1983

LOCAL AUTHORITY MACKENZIE COUNTY  
 Surveyed by M. E. NICHOLS  
 Scale 1:15,000 Date MARCH 1983

District Land Registrar  
 5015913

LAND DISTRICT CANTERBURY  
 UNIT DISTRICT WEST, XIII PUKAKI  
 SHEET NO. H.30

R.S. 41651 AND R.S. 41652, AND PROPOSED EASEMENT  
 OVER PT. RES 3701 AND PT. RES 3865

LOCAL AUTHORITY MACKENZIE COUNTY  
 Surveyed by M. E. NICHOLS  
 Scale 1:15,000 Date MARCH 1983

*[Handwritten signatures and initials]*



Appendix 10: Copy of easement 7570767.1 to continue:

---

*Copy*  
*1/1/9*

Easement Instrument

EI 7570767.1 Easement I

Copy - 01/03, Pgs - 007, 09/10/07, 10:34



DocID: 212070466

Land Registration District

CANTERBURY

Grantor

Surname must be underlined

MERIDIAN ENERGY LIMITED

Grantee

Surname must be underlined

GLENTANNER STATION LIMITED

Grant of Easement or profit a prendre or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) a prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 22nd day of November 20 06

Attestation

Kenneth Alexander  
Smale  
Signature (common seal)  
of Grantor

Signed in my presence by the Grantor *by its attorney*  
  
Signature of Witness  
Witness to complete in BLOCK letters (unless legibly printed)  
Witness name **Roseanne Maree Hohepa**  
Occupation **Land & Property Advisor**  
Address **Christchurch**

*Ross Kenneth Ivey*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
Signature (common seal)  
of Grantee

Signed in my presence by the Grantee  
~~Signature of Witness~~  
~~Witness to complete in BLOCK letters (unless legibly printed)~~  
~~Witness name~~  
~~Occupation~~  
~~Address~~

(DIRECTOR)

(DIRECTOR)

*[Handwritten initials]*



Easement instrument Dated 22/11/06 Page 2 of 6 pages

ANNEXURE SCHEDULE 1

*Continue in Additional Schedule if required*

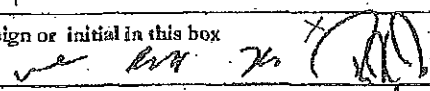
Purpose (nature and extent) of easement, profit, or covenant:	Shown (plan reference) "Easement Land"	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way	"B", "C", "H", "L" and "M" DP368484	Lot 1 DP 368484, CFR 278224	CB30F/683

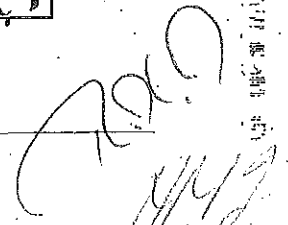
**Easements or profit a prendre rights and powers (including terms, covenants and conditions)**  
 Delete phrases in [ ] and insert memorandum number as required. Continue in Additional Annexure Schedule if required.

1. Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002. The provisions of Ninth Schedule of the Property Law Act 1952 shall not apply.
2. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the provisions contained herein, the provisions in this document shall prevail.
3. The term of this easement shall continue for the term of the Grantee's lease as recorded in CIR CB30F/683 less one day unless otherwise terminated by agreement between the parties. Upon any termination the Grantee shall, at its cost, provide to the Grantor a surrender of the Easement for execution and attend to registration of such surrender.
4. The maintenance provisions in the Fourth Schedule to the Land Transfer Regulations 2002 are modified as follows:
  - (a) The Grantor shall be responsible for the upkeep of the Easement Land to four-wheel drive standard.
  - (b) Where any maintenance, repair or replacement of the Easement Land becomes necessary because of any act or omission by the Grantee (which includes any agents, employees, contractors, subcontractors or invitees of the Grantee) such repair or maintenance shall be carried out promptly by the Grantee in consultation with the Grantor at the sole cost of the Grantee.
  - (c) The Grantee shall not at any time permit nor allow any vehicle to be parked on the Easement Land.
5. The grant of the right of way is made to the Grantee solely for the use in connection with the Grantee's farming operation. The Grantee shall not at any time carry out on the Easement Land any activity which is not for the purpose described in this clause, or do any other thing which would affect the ability of the Grantor to use the Easement Land.
6. **Closure of Easement Land**
  - 6.1 If, at any time, the Grantor considers there is an emergency situation which may impact upon public safety or affect the safety of electricity generation, the Grantor may temporarily exclude access by any persons to the Easement Land or any part of it.
  - 6.2.1 In any other case, where there is no emergency, the Grantor may temporarily and/or from time to time exclude persons from the Easement Land, whether for maintenance purposes or otherwise. Before doing so, the Grantor will give such reasonable notice to the Grantee, as the Grantor is able in the circumstances.
7. **Exclusion for Grantor's Works**  
 Should the Grantor require to carry out works to its structures, equipment or other assets on, under or through any part or parts of the Easement Land the Grantor shall have the right to erect fencing around the relevant parts of the Easement Land for the duration of such works.

Certified correct for the purposes of the Land Transfer Act 1952

  
 Solicitor for the Grantee

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




P3 of 6

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, Hamish Liddell Cuthbert, Senior Legal Counsel (Christchurch), of Christchurch, certify that:

1. By power of attorney dated 9 June 2004 (*Power of Attorney*), Meridian Energy Limited appointed the Chief Executive, General Counsel, Senior Legal Counsel (Christchurch), Enterprise Services Director and Growth and Development Director (each being an *Attorney*) to be its attorneys to act jointly with one other attorney of Meridian Energy Limited (whether or not appointed under the *Power of Attorney*) on the terms and subject to the conditions set out in the *Power of Attorney*.
2. The *Power of Attorney* has been deposited at the Land Registry Office at Wellington under number 6050311.1.
3. I am the Senior Legal Counsel (Christchurch) of Meridian Energy Limited.
4. At the date of this certificate I have not received any notice or information of the revocation of the appointment by the dissolution (however occurring) of Meridian Energy Limited or otherwise.
5. The annexed document complies with all conditions and restrictions set out in the *Power of Attorney* and I am authorised by the *Power of Attorney* to execute the annexed document.

\_\_\_\_\_  
Hamish Liddell Cuthbert

Date: 22 November 2006.

*Handwritten signature and initials*

p 406

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

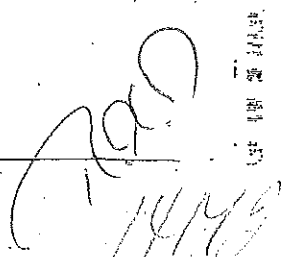
I, Kenneth Alexander Smales, Growth and Development Director, of Christchurch, certify that:

1. By power of attorney dated 9 June 2004 (*Power of Attorney*), Meridian Energy Limited appointed the Chief Executive, General Counsel, Senior Legal Counsel (Christchurch), Enterprise Services Director and Growth and Development Director (each being an *Attorney*) to be its attorneys to act jointly with one other attorney of Meridian Energy Limited (whether or not appointed under the *Power of Attorney*) on the terms and subject to the conditions set out in the *Power of Attorney*.
2. The *Power of Attorney* has been deposited at the Land Registry Office at Wellington under number 6050311.1.
3. I am the Growth and Development Director of Meridian Energy Limited.
4. At the date of this certificate I have not received any notice or information of the revocation of the appointment by the dissolution (however occurring) of Meridian Energy Limited or otherwise.
5. The annexed document complies with all conditions and restrictions set out in the *Power of Attorney* and I am authorised by the *Power of Attorney* to execute the annexed document.



Kenneth Alexander Smales

Date: 28/11/08



ANNEXURE SCHEDULE - CONSENT FORM

Land Transfer Act 1952 section 238(2)

Page 5 of 6 Pages

[Insert type of Instrument]  
Person giving consent  
Surname must be underlined

Capacity and Interest of Person Giving Consent  
(eg Covenor under Covenant No.)

The National (ANZ) Bank Limited (shown on title as The Rural Bank Ltd)

Mortgage to mortgage A38744.6

Consent

Delete words in [ ] if inconsistent with the consent  
State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent]

the Person giving consent hereby consents to: the creation and registration of easement B, C, H, I, K, L and M on DP368484 against title CIR CB30F/683.

It is hereby further certified that the above Memorandum of Mortgage has become vested in the National Bank of New Zealand Limited by virtue of the National Bank of New Zealand Act 1994

Dated this

26<sup>th</sup>

day of

SEPTEMBER

2007

Attestation

SARDADEVI RUPA

Signature [Common Seal]  
of Person giving consent

Signed in my presence by the Person giving consent

Signature of Witness

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

Witness name

Occupation

Address

SHARON IRIS BAYFORD  
BANK OFFICER  
AUCKLAND

Handwritten initials/signature at bottom right corner.

p 6 of 6

The ANZ National Bank Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Sardadevi Rupa, Manager Lending Services of Auckland in New Zealand, certify that:

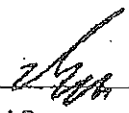
1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

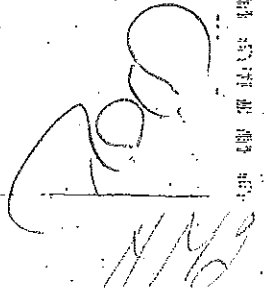
Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the rights, powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. On 18 August 2006 Arawata Investments Limited and Philodendron Investments Limited (Amalgamating Companies) among other companies, amalgamated with ANZ National Bank Limited to become ANZ National Bank Limited. Accordingly, on that date ANZ National Bank Limited (as the amalgamated company) succeeded to all the property, rights, powers, privileges, liabilities and obligations of each of the Amalgamating Companies under Part XIII of the Companies Act 1993.
4. At the date of this certificate, I am a Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
5. At the date of this certificate, I have not received any notice of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

SIGNED by the abovenamed )  
 Attorney at Auckland on this )  
 26th day of September 2007 )

  
 Sardadevi Rupa





**Execution Section**


---

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

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



---



---

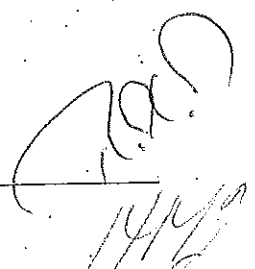
Witness

Solicitor

Occupation

Wellington

Address



14/1/98

**SIGNED for and behalf of;**  
GLENTANNER STATION LIMITED  
by Ross Kenneth Ivey in the  
presence of:

Ross Kenneth Ivey

[Signature]

Witness

Occupation EDWARD ORAL SULLIVAN  
SOLICITOR RETIRED  
TIMARU

Address

**SIGNED for and behalf of;**  
GLENTANNER STATION LIMITED  
by Helen Mary Ivey in the presence  
of:

[Signature]

[Signature]

Witness

Occupation EDWARD ORAL SULLIVAN  
SOLICITOR RETIRED  
TIMARU

Address

[Handwritten initials]