

# **Crown Pastoral Land Tenure Review**

**Lease name: GLEN DHU STATION**

**Lease number: PO 379**

## **Substantive Proposal - Part 1**

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

**November**

**05**

**EXECUTION  
COPY**

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

Date: 12 February 2004

**Parties**

**Holder:** Glendhu Holdings Limited  
PO Box 162  
Wanaka

**Commissioner of Crown Lands:**

C/- Manager for Tenure Review  
DTZ New Zealand Limited  
PO Box 27  
Alexandra  
Attention: Philip Murray

DTZ New Zealand Limited  
PO Box 142  
Christchurch  
Attention: Geoff Holgate

**The Land**

**Lease: Glendhu**

**Legal Description:** Sections 1, 2, 3, and 4 SO 22997 and Section 1 SO 19596

**Area:** 3095.2317 hectares

**Certificate of Title/Unique Identifier:** OT14C/990 Otago Land Registration District

**Exchange Land**

**Legal Description:** SO 22267, Block IX, Motatapu Survey District

**Area:** 11 hectares (approximately)

**Existing Conservation Land**

**Legal Description:** Sections 1, 2, 3, and 4 SO 22997 and Section 1 SO 19596

**Area:** 9 hectares (approximately)

**Summary of Designations**

Under this Proposal, the Land is designated as follows:

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

*Handwritten signatures and initials*

- (c) The Exchange Land (outlined green and cross hatched black on the Plan) is to be disposed of to the Holder by way of exchange as set out in Schedule Four; and
- (d) The Existing Conservation Land (outlined in pink and cross hatched black on the Plan) is to remain as conservation area as set out in Schedule Five.

*RL  
P. Jones  
J*

*P. J. M. R.*  
*[Signature]*

**2 Conditions**

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- 2.1 This Proposal, and any agreement arising therefrom, is subject to the conditions contained in Schedule Six.

**3 Settlement**

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- 3.1 Unless otherwise agreed by the parties, the Settlement Date for the disposal of the Freehold Land and the Exchange Land to the Holder by freehold disposal will be the day that is ten (10) working days following the day on which 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. The Exchange Land will be disposed of to the Holder under the Conservation Act 1948

**4 Holder's Payment**

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- 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**

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- 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**

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

**7 Issue of Certificate of Title**

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

**8 Registration of Documents**

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- 8.1 Subject to clause 7, the Commissioner will lodge all documents necessary to give effect to this Proposal (including, without limitation any easement, covenant, discharge of mortgage, and/or duplicate copy of the Lease) and any new mortgage documents to be registered against the certificate of title to be issued for the Freehold Land and the Exchange Land so that the

*Rick  
Pomeroy*

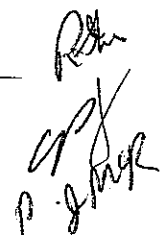
certificate of title for the Freehold Land and the Exchange Land will issue subject to the encumbrances provided in this Proposal. Any new mortgage will be registered after any other encumbrances such as any easements and/or covenants are registered.

**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 1973 and the Overseas Investment Regulations 1995.
- 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 and the Exchange Land at the same time as the certificate of title for the Freehold Land and the Exchange 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 is without prejudice to:
- (a) 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**

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- 11.1 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, the Commissioner will, at its cost, erect new fencing approximately along the line marked as such on the Plan (if any).
- 11.2 The Commissioner will erect the fencing referred to in clause 11.1 according to the specifications in Appendix 3. The ongoing maintenance of the fencing referred to in clause 11.1 will be under the terms of the Fencing Act 1978.
- 11.3 If the Commissioner has not completed any fencing as set out in Appendix 3 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 and the Exchange Land to enable the Commissioner to complete such fencing. The Holder will do all things necessary (including signing any document) to enable the Commissioner to register such a covenant.

**12 Apportionments**

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- 12.1 Rent payable under the Lease in respect of the Freehold Land shall be apportioned as follows:
  - (a) Rent paid or payable will be apportioned on the Settlement Date as at the Settlement Date and either deducted from or added to (as the case may be) the amount required to settle.
  - (b) Notwithstanding that the Lease continues in effect until a certificate of title issues for the Freehold Land, the Holder shall not be required to pay any rent under the Lease for the Freehold Land from the Settlement Date.
- 12.2 Rent paid or payable under the Lease for the Crown Land will be apportioned on the Settlement Date as at the Vesting Date and either deducted from or added to (as the case may be) the amount required to settle.
- 12.3 All rates, levies, and all other incomings and outgoings and other charges receivable from or charged upon the Freehold Land or the Exchange 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 and the Exchange 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 and the Exchange Land.

**13 Risk**

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

*RLH*  
*P. J. M. R.*

**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 Acknowledgments**

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 and the Exchange 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
  - (ii) any rule in any plan, resource consent or other requirement issued under the Resource Management Act 1991, and
  - (iii) the Building Act 1991; 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;

- (e) 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
- (f) 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 or the Exchange 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

*R. G. H.*  
*P. J. G. H.*



- (b) that the Freehold Land or the Exchange Land is or will remain suitable for the Holder's use; or
- (c) that the Freehold Land or the Exchange Land complies with all or any statutory, territorial authority or any other legal requirements affecting or relevant to the Freehold Land or the Exchange Land.

**17 Acceptance**

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

**18 Solicitors Certificate**

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

**19 Default**

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

**20 Goods and Services Tax**

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- 20.1 The Commissioner and the Holder warrant to each other that they are registered for GST purposes.
- 20.2 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.
- 20.3 The Holder will pay GST on the Holder's Consideration to the Commissioner by bank cheque on the Commissioner's GST Date, time being of the essence.
- 20.4 On the 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. The invoice will specify the Holder's GST Date.
- 20.5 The Commissioner will pay GST on the Commissioner's Consideration to the Holder on the Holder's GST Date, time being of the essence.
- 20.6 Where any GST is not paid to the Commissioner or to the Holder (as the case may be) in accordance with this clause 20, the Holder will pay to the Commissioner, or the Commissioner will pay to the Holder (as the case may be), upon demand and together with the unpaid GST:
  - (a) interest, at the Default Rate, on the amount of the unpaid GST and which will accrue from the Commissioner's GST Date or the Holder's GST Date (as the case may be) until the date of payment of the unpaid GST; and

*R. He*  
*O. G. R.*

(b) any Default GST.

**21 Lowest price**

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- 21.1 The Holder's Consideration does not include any capitalised interest and the parties agree that the "lowest price" for the purposes of valuing the Freehold Land and the Exchange Land under section EH 48(3)(a) of the Income Tax Act 1994 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 EH 48(3)(a) of the Income Tax Act 1994 is equal to the Commissioner's Consideration.

**22 Costs**

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

**23 No nomination or assignment**

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

**24 General**

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- 24.1 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.
- 24.2 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.
- 24.3 The Holder must comply with the Commissioner's requirements for the implementation and settlement of the Tenure Review contemplated by this Proposal.
- 24.4 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.
- 24.5 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.
- 24.6 The illegality, invalidity or unenforceability of any provision in this Proposal will not affect the legality, validity or enforceability of any other provision.
- 24.7 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;

*Robt*  
*[Signature]*

- (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).

**25 Interpretation**

**25.1 Definitions**

In this Proposal unless the context otherwise requires:

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

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

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

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

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

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

**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 floating rate agreement mid-point thirty day bank bill rate as at 10.45 a.m. on Reuters' page BKBM on the date on which the relevant payment becomes due and payable plus 500 basis points and compounded monthly;

**Detailed Plans** means Plans 1-10 on p26 of this Proposal;

**Exchange Land** means the land set out in Schedule Four;

**Existing Conservation Land** means the land set out in Schedule Five;

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

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

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

*Robe*  
*P. G. M. R.*



- (d) words in the singular include the plural and vice versa;
- (e) reference to a month means a calendar month;
- (f) reference to a person means an individual, a body corporate, an association of persons (whether corporate or not), a trust or a state or agency of a state (in each case, whether or not having separate legal personality);
- (g) references to sections, clauses, sub-clauses, parts, annexures, attachments, appendices, schedules, paragraphs and sub-paragraphs are references to such as they appear in this Proposal and form part of this Proposal;
- (h) headings are included for ease of reference only and will not affect the construction or interpretation of this Proposal;
- (i) all monetary amounts are expressed in New Zealand currency;
- (j) references to obligations includes reference to covenants, undertakings, warranties and, generally, obligations or liabilities of any nature properly arising whether directly or indirectly, under or in respect of the relevant contract, agreement or arrangement;
- (k) all references to times are references to times in New Zealand;
- (l) if the Holder comprises more than one person, each of those person's obligations, as Holder, will be both joint and several.

*R. J. [Signature]*  
*P. J. [Signature]*

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

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**1 Details of Designation**

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- 1.1 Under this Proposal the land shown outlined in pink and labelled as CA1 – CA6 on the Plan, being 293 hectares (approximately) is designated as land to be restored to or retained in full Crown ownership and control as conservation area; and
- 1.2 The land shown coloured in pink and labelled as R1 on the Plan, being 2000 square metres (approximately) is designated as land to be restored to or retained in full Crown ownership and control as recreation reserve.

**2 Schedule One Improvements**

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Nil

*Robe*  
*W. G. G. G.*

Schedule Two: Provisions relating to the Schedule Two Land

Nil

*Robe*  
*P. J. [Signature]*

Schedule Three: Provisions relating to the Schedule Three Land

**1 Details of designation**

- 1.1 Under this Proposal the land shown marked in green on the Plan, being 2802 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) a covenant under section 22 of the Queen Elizabeth II Trust Act 1977 over the areas coloured yellow and marked 'QEII' on the Plan substantially as set out in Appendix 4;
  - (d) a covenant under section 77 of the Reserves Act 1977 over the areas coloured yellow and marked 'CC1', and shown on Detailed Plan 7, and 'CC2' on the Plan substantially as set out in Appendix 5;
  - (e) a covenant under section 77 of the Reserves Act 1977 over the areas coloured yellow and marked 'CC3' and 'CC4' on the Plan and shown on Detailed Plans 8 and 9, as substantially as set out in Appendix 6;
  - (f) a covenant under section 77 of the Reserves Act 1977 over the area coloured yellow and marked 'CC5' on the Plan substantially as set out in Appendix 7;
  - (g) an easement for public foot access along the lines shown in orange and marked 'a' to 'b' and 'e' to 'f' and for public car parking substantially as set out in Appendix 8;
  - (h) an easement for public foot access along the line shown in orange and marked 'c' to 'd' and for public car parking and shown on Detailed Plan 10, substantially as set out in Appendix 9; and
  - (i) an easement for public foot access and for management purposes along the lines shown in orange and marked 'g' to 'h' and 'i' to 'j' substantially as set out in Appendix 10.

*Robt*  
*P. G. G. G.*



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

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**1 Details of designation**

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1.1 Under this proposal the land outlined in green and cross hatched black on the Plan being 11 hectares approximately is designated as land to be disposed of by way of freehold disposal to the Holder by way of exchange with part of the land comprised in the Lease subject to:

- (a) Part IVA of the Conservation Act 1987; and
- (b) Section 11 of the Crown Minerals Act 1991.

*R. R. R.*  
*P. J. J.*

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

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**1 Details of designation**

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- 1.1 Under this proposal the land outlined in pink and cross hatched black on the Plan being 9 hectares approximately is designated as land to be restored or retained in full Crown Ownership and control as Conservation Area.

*Blue*  
*P. Gordon*

Schedule Six: Conditions

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NIL

*R. J. ...*  
*P. J. ...*

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:

*Robb*  
*P. J. [unclear]*

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:

*Albe  
of  
Damer*

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]

*R. H. [unclear]*  
*[unclear]*

**Appendix 3: Indicative Fencing Requirements**

**Fence line – Glendhu: CA1 – CA5 and Easement a-b (including car park)**

The Commissioner will at its cost, erect new fences of a standard described for the respective areas in the Fencing Specifications along the lines as depicted between points marked with capital letters and shown on the detailed plans as follows:

Between points A-B, C-D, E-F and G-H as shown on detailed Plan 1

Between points I-J, K-L, M-N, O –P and at Q, as shown on detailed Plan 2

Between points T-U as shown on detailed Plan 3

Between points X-Y as shown on detailed Plan 4. The boundary of proposed conservation area CA3 is to be marked between these points for the purpose of identification of the boundary.

On the eastern side of a 5 metre wide easement a-b between points marked V-W and around car park as shown on detailed Plan 5

Between points R-S as shown on detailed Plan 6

Gates are to be placed at points marked "Gt" on the detailed Plans.

**Specifications**

**1. Preliminary and General**

**1.1 New Materials**

All materials forming part of the fence shall be new and shall conform to any relevant New Zealand or international standard. Where no applicable standard exists then materials shall be of best quality as generally accepted in New Zealand farming and fencing industries.

**1.2 Blasting**

Any blasting required to loosen or remove rock will be done with electric detonators.

**2. Materials (detailed specifications set out below take precedence)**

**2.1 Wire**

Fence wire will be 2.5mm galvanised high tensile and tie-downs, tie-backs and bottom wires will be 4mm galvanised mild steel.

**2.2 Standards**

Standards will be steel Y-posts manufactured to an appropriate quality. Standards will be mostly of 1500mm with 1350mm permitted on rocky ground and 1650 to be used on soft ground.

**2.3 T. Irons**

T. Irons will be 1.65m in length with a width of 50mm on each t-section and manufactured from 6mm steel.

**2.4 Posts**

All posts used will be round and tanalised:

Strainers	2.1m x 250mm SED where posts are to be driven
	2.1m x 200mm SED where posts cannot be driven
Stay posts	1.8m x 150mm SED

Intermediate posts      1.8m x 125mm SED  
Bracing rails            2.7m x 125mm SED

2.5    Stay Block  
12 x 2 x 24 ground treated.

2.6    Staples  
Staples will be 50mm x 4mm barbed galvanised steel.

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

2.8    Crossing Netting  
Netting on creek crossings will be 7 wire galvanised sheep netting.

2.9    Gates  
Gates will be 4m and made of 32mm galvanised pipe frame with three 25mm galvanised pipe braces, galvanised chain link mesh and galvanised facing wire.

2.10   Gudgeons  
Gudgeons will be made of galvanised steel with the top gudgeon being lock through and the bottom gudgeon being bolt through.

2.11   Gate Chains  
Gate chains will be galvanised steel chain and staple type.

3.      **Methodology** (detailed specifications set out below take precedence)

3.1    Strains  
1.      Strains not to exceed 250 metres.  
2.      Wire to be strained to manufacturers specification having regard to air temperatures.

3.2    Conventional Stay  
All strainers and angles to be mortised, stayed and blocked. Stays to be one-third of the way up posts.

3.3    Box Type Strainer Assembly  
Bracing rail to be mortised into strainer and stay post. Bracing wire to consist of three continuous loops of 2.5mm HT or 4mm soft galvanised wire – 10mm clear of ground on strainer post and either strained with a permanent strainer or twitched.

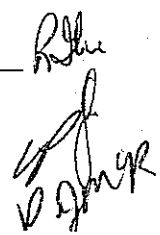
3.4    Gates  
Gates are to be hung on a lock through top gudgeon and bolt through bottom gudgeon and must close onto a block and against a post and be able to fully open back against the fence.

3.5    Tie Downs  
Tie downs are to consist of half or full Y-posts according to conditions and the tie down is to be with 4mm galvanised soft wire (which is to remain above ground). If a post is a tie down, it is to be fixed to the Y-post by a 150mm x 6mm galvanised nail.

3.6    Tie Backs  
Tie backs are to consist of double half or full Y-posts according to conditions and the tie back is to be with 4mm galvanised soft wire (which is to remain above ground).

3.7    Bottom Wire  
Bottom wire is to be clear of the ground but no more than 150 mm from the ground.

3.8    Post Staples  
Post staples are to be driven well in but allow the wire to run through.





3.9 Post Installation

Posts to be driven or dug in to such a depth that 112 (44") remains out of the ground. Strainers and angle posts to be dug in to such a depth that 117cm (46") remains out of the ground.

Under no circumstances are any strainers, posts or stays to be shortened either prior to or subsequent to their placement in the ground.

3.10 Standards

Standards to be placed 3 metres apart or closer if conditions dictate.

3.11 T.Irons

T.Irons may be used on all corners and on the end of all strains with tie backs on them except on the gate ways where conventional block and stay or box assembly are to be used.

3.12 Netting

Netting to be hung on creek crossings and left to swing.

3.13 Tying Off

Tying off may be completed with a half hitch knot.

3.14 Splicing

A figure 8 knot is to be used for splicing wire.

3.15 Fencing to Bluff

Fencing to a bluff is to be achieved by placing strainer out from bluff and driving a Y-post between the strainer and bluff. 4 x 6" x 1" tanalised boards are to be nailed to the strainer and wired to the Y-post and extended to meet the bluff face.

3.16 Line Clearance

The fences are to be constructed without machine dozing or clearing of the line. Should dozing or clearing be found to be essential this must be identified prior to commencing work and consent sought from LINZ via LINZ agent.

4. **Detailed Specification: CA1 (detailed Plan 1)**

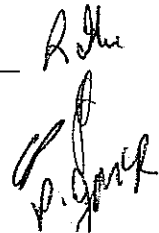
4.1 Specification for fence between points A-B, C-D, E-F and G-H on designations plan and as shown on detailed Plan 1:

- ⊖ 5 x 2.5mm HT wires
- ⊖ 6<sup>th</sup> wire to be HT barbed at 100mm
- ⊖ No 8 bottom wire
- ⊖ 1650mm Y-posts at intervals of 3m or closer if required by conditions
- ⊖ 2 x 4m gates as and where required

5. **Detailed Specification: CA2, CA4 and CA5 (detailed Plans 2, 3 and 6)**

5.1 Specification for fence between points I-J, K-L, M-N, O-P and Q on designations plan and as shown on detailed Plan 2, between points T-U on designations plan and as shown on detailed plan 3 and between points R-S on designations plan and as shown on detailed Plan 6:

- \* 5 x 2.5mm HT wires
- \* 6<sup>th</sup> wire to be HT barbed at 100mm
- \* No 8 bottom wire
- \* 1.8m x 125mm post every 12m
- \* 3 Y-posts between posts
- \* Beattie No 8 insulators to be fitted to Y-posts
- \* Beattie No 18 insulators to be fitted to posts
- \* End insulators to be Pel PI 44



- 4 x 4m gates as and when required
6. **Detailed Specification: CA3 (detailed Plan 4)**
- 6.1 Specification for boundary marking between points X-Y on designations plan and as shown on detailed Plan 4:
- 1 Y-post every 50m (no wires).
7. **Detailed Specification: Easement a-b (detailed Plan 5)**
- Bull paddock fence to be upgraded
  - Easement to be fenced off with a strainer at each end, 1 Y-post every 20m and 1 top wire x 2.5mm H T laced to Y-post.
  - Existing fence to be removed at car park across road and car park re-fenced with posts and Y-posts at 3m. Gate to be constructed in new car park fence at point to be determined in discussion with holder.

*R. Shu*  
*[Signature]*