

# **Crown Pastoral Land Tenure Review**

**Lease name: GLEN DHU STATION**

**Lease number: PO 379**

## **Substantive Proposal - Part 3**

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

**November**

**05**

Appendix 4: Form of Covenant to be Created

---

*R. He*  
*P. J. [unclear]*

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**

*R. Jhu*  
*P. Jhu*

THIS DEED of COVENANT is made the \_\_\_\_\_ day of \_\_\_\_\_

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

AND **MINISTER OF CONSERVATION**

**BACKGROUND**

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

**OPERATIVE PARTS**

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

**1. INTERPRETATION**

1.1 In this Covenant unless the context otherwise requires:

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

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

1.2 For avoidance of doubt:

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

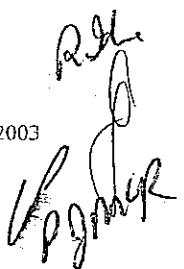
2. **OBJECTIVE OF THE COVENANT**

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

3. **THE OWNER’S OBLIGATIONS**

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

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



- 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.

*Rebbe*  
*P. J. Myers*

**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**

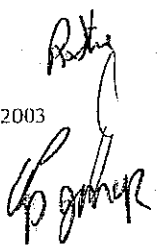
- 8.4.1 This Covenant must be signed by the Commissioner of Crown Lands and the Minister and registered against the Certificate of Title to the Land.

**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 District Law Society in the region in which the Land is situated is to appoint the mediator.

11.3 Failure of Mediation

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

*RLH*  
*AS*  
*P. J. G. M. K.*



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

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

12. JOINT OBLIGATIONS

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

13. SPECIAL CONDITIONS

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

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

Executed as a Deed

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

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

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

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

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

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

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

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

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

SCHEDULE 1

1. Description of Land

*The three areas shaded yellow and labelled CC1 (2 areas) and CC2 on the Designations Plan.*

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

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

C/- Box 5244  
DUNEDIN

C/- 77 Stuart Street  
DUNEDIN

Fax (03) 477 8626

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

Wanaka-Aspiring Road  
Lake Wanaka  
(03) 443 7055

3. Values of Land to be Protected

The part of the covenant area located in the Matukituki Valley comprises steep rocky faces covered in a mixture of dense bracken fern (*Pteridium esculentum*), rough pasture grasses/native short tussocks, and small pockets of native shrubs. Shrublands are more concentrated towards the lower slopes/river margin but exist throughout the area amongst rock outcrops which offer some protection from fire and stock. This area forms one side of an impressive gorge where the Matukituki River is tightly confined before assuming its braided form up the middle reaches of the Matukituki Valley and into Mount Aspiring National Park.

The two areas located on the northern flanks of Rocky Hill support a mosaic of bracken fern and mixed shrubland with emerging taller tree species. Common emergent species include mountain ribbonwood (*Hoheria lyallii*), fuchsia (*Fuchsia excorticata*), and kohuhu (*Pittosporum tenuifolium*). The lower canopy species include mingimingi, mountain wineberry (*Aristotelia fruticosa* and *A. fruticosa* X *A. serrata*), koromiko, mountain flax (*Phormium cookianum*), *Coprosma rigida*, desert broom (*Carmichaelia petriei*), porcupine shrub (*Melicactus alpinus*), *Olearia odorata*, *O. viciniaeifolia* and *Clematis marata*

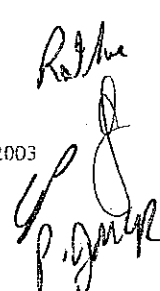
The covenant area forms part of one of the best regional examples of a roche moutonnee landform. As no structures or tracking are present the area contributes to the natural landscape character of the Wanaka Ecological District.

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

SCHEDULE 2

Special Conditions

1. Clause 3.1.1 is deleted and replaced with the following:
  - 3.1.1 The Owner may graze the Land to an extent consistent in the opinion of the Minister with the objectives of this Covenant. The grazing of deer or goats is prohibited without the Minister's prior approval.
2. The restrictions in clause 3.1.5 in relation to topdressing or sowing of seed only apply to native shrublands.
3. The Owner must allow public foot access along a track between the points marked (*currently marked as "ca-cb" on the Designations Plan*) "[ ]" on Deposited Plan/S.O. Plan No [ ] and along that part of the Covenant area which lies below the 320 metres above sea level contour between the points marked (*currently marked as "cd-ce" on the Designations Plan*) "[ ]" on Deposited Plan/S.O. Plan No [ ]. Guns and dogs are not permitted on these tracks. As regards the balance of the Land, the Owner shall have the sole right to determine whether or not any member of the public may have entry or access to the Land.
4. The Minister may mark the routes described in 3 above as he considers appropriate, erect and maintain stiles on it, and erect and maintain signs on it informing the public of their rights and responsibilities in relation to the Land.
5. The owner may construct a stock track along that part of the Covenant area which lies below the 320 metres above sea level contour between the points marked (*currently marked as "cd-ce" on the Designations Plan*) "[ ]" on Deposited Plan/S.O. Plan No [ ]. The track shall be no greater than two metres wide. A digger operated by a competent operator is to be used for all earth works. Frequent cut outs are to be constructed. Batters are to be graded off to merge with the land form.
6. The Minister will pay to the Owner a proportionate share of the following:
  - 6.1 The cost of new fences or the repair and maintenance of existing fences on the Land if the Minister has first approved the work.
  - 6.2 The cost of a programme under clause 3.2 if the Minister has first approved a programme.
  - 6.3 The proportionate share payable by the Minister is to be calculated having regard to the purpose of the expenditure with the intent that:
    - 6.3.1 The Minister will bear the cost of work essential for purposes of nature/historic conservation.
    - 6.3.2 The Owner will bear the cost of work essential for all other purposes.
    - 6.3.3 When the expenditure is partly for nature/historic conservation and partly for farming purposes, the parties will bear the costs equally or in such other proportion as they may agree, and failing agreement, as may be determined under clause 11.
7. Clause 7.1 and 7.2 are deleted.



GRANT of

Correct for the purposes of the  
Land Transfer Act 1952

Solicitor for the Minister

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

COMMISSIONER OF CROWN  
LANDS

to

MINISTER OF CONSERVATION

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Solicitor  
Department of Conservation  
DUNEDIN/CHRISTCHURCH

*RJH*  
*A.P.G.M.R.*

Appendix 5: Form of Covenant to be Created

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*Rthe*  
*SP*  
*P-g mkr*

DATED \_\_\_\_\_

Between

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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*

*R. He*  
*P. J. M.*

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

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**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.
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*RHe*  
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Handwritten signatures and initials, including what appears to be 'R. B. H.' and 'P. G. M. R.'.



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*Rhu*  
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*[Handwritten initials]*

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- 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.

*RJhe*  
*P. J. [Signature]*

9. NOTICES

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

10. DEFAULT

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

11. DISPUTE RESOLUTION PROCESSES

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

*ROH*  
*P. J. [unclear]*

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

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

12. JOINT OBLIGATIONS

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

13. SPECIAL CONDITIONS

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

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

Executed as a Deed

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

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

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

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

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

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

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

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

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

SCHEDULE 1

1. Description of Land

*The two areas shaded yellow and labelled CC3 and CC4 on the Designations Plan.*

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

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

C/- Box 5244  
DUNEDIN

C/- 77 Stuart Street  
DUNEDIN

Fax (03) 477 8626

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

Wanaka-Aspiring Road  
Lake Wanaka  
(03) 443 7055

3. Values of Land to be Protected

These areas comprise extensive dipping bluff/ledge topography. Steep talus covered slopes beneath bluffs are covered in a very dense mixed shrubland with emerging taller tree species. Common emergent species include mountain ribbonwood (*Hoheria lyallii*), fuchsia (*Fuchsia excorticata*), and kohuhu (*Pittosporum tenuifolium*). The lower canopy species include mingimingi, mountain wineberry (*Aristotelia fruticosa* and *A. fruticosa* X *A. serrata*), koromiko, mountain flax (*Phormium cookianum*), *Coprosma rigida*, desert broom (*Carmichaelia petriei*), porcupine shrub (*Melicytus alpinus*), *Olearia lineata*, *O. odorata*, *O. avicenniaefolia* and *Clematis marata*. Shrubby weed species are prevalent on the lowermost edge of the Motatapu River area and include spindle tree (*Euonymus europaeus*) and Khasia berry (*Cotoneaster simonsii*). Prickly shield fern (*Polystichum vestitum*) is the dominant ground cover in open sites.

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

*R. [Signature]*  
*[Signature]*

SCHEDULE 2

Special Conditions

1. Clause 3.1.1 is deleted and replaced with the following:
  - 3.1.1 The Owner may graze the Land to an extent consistent in the opinion of the Minister with the objectives of this Covenant. The grazing of deer or goats is prohibited without the Minister's prior approval.
2. The restrictions in clause 3.1.5 in relation to topdressing or sowing of seed only apply to native shrublands.
3. The Minister will pay to the Owner a proportionate share of the following:
  - 3.1 The cost of new Fences or the repair and maintenance of existing Fences on the Land if the Minister has first approved the work or activity;
  - 3.2 The cost of any work or activity under clause 3.2 if the Minister has first approved the work or activity.
4. The proportionate share payable by the Minister is to be calculated having regard to the purpose of the expenditure with the intent that:
  - 4.1 The Minister will bear the cost of work essential for preserving the Values;
  - 4.2 The Owner will bear the cost of work essential for all other purposes;
  - 4.3 When the expenditure is partly for preserving the Values and partly for other purposes, the parties will bear the costs equally or in such other proportion as they may agree, and failing agreement, as may be determined under clause 11.
5. Clause 7.1 and 7.2 are deleted.

*R. G. H.*

*[Handwritten signature]*

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

*RJH*  
*P. J. Smith*

Appendix 6: Form of Covenant to be Created

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*Rde*

*P. J. M. R.*



**OPEN SPACE COVENANT**

*(Pursuant to Section 22 of the Queen Elizabeth the Second National Trust Act 1977)*

**WHEREAS** the **QUEEN ELIZABETH THE SECOND NATIONAL TRUST** established by the Queen Elizabeth the Second National Trust Act 1977 (hereinafter called "**the Trust**") is authorised by that Act to obtain open space covenants over any private land **AND FURTHER** an approved plan designating the Land as land over which an open space covenant pursuant to Section 22 of the Queen Elizabeth the Second National Trust Act 1977 is to be created has been registered pursuant to Section 64 of the Crown Pastoral Land Act 1998.

**AND WHEREAS** the **COMMISSIONER OF CROWN LANDS** (hereinafter called "**the Covenantor**") is deemed to be the Owner of the Land by virtue of Section 80(4) of the Crown Pastoral Land Act 1988 and has agreed to enter into an open space covenant with the Trust for the purpose set forth in the First Schedule hereto.

**NOW THEREFORE** in consideration of the covenants and conditions hereinafter contained **THESE PRESENTS WITNESS** that in pursuance of the said agreement and by virtue of Section 22 of the Act the Covenantor and the Trust with the intent and so as to bind the Land into whosoever hands the same may come **MUTUALLY COVENANT** at all times to observe and perform the respective duties and obligations imposed by the restrictions, stipulations and agreements contained in the Schedules hereto to the end and intent that the same shall bind the Land in perpetuity.

**FIRST SCHEDULE**

The aim and purpose of the within written open space covenant is to achieve the following open space objectives of the Covenantor and the Trust:

- a) To protect and maintain the open space values of the Land.
- b) To protect native flora and fauna on the Land with particular reference to the representative vegetation associations.
- c) To protect and maintain the outstanding landscape values of the Land.
- d) To use the Land for pastoral farming, in conformity with objectives (a) to (c) above, while requiring change in management when monitoring proves it necessary.

**SECOND SCHEDULE**

Interpretations, restrictions, stipulations and agreements

1. In this Deed unless the context otherwise requires:-

"Act" means the Queen Elizabeth the Second National Trust Act 1977.

"Board" means the Board of Directors of the Queen Elizabeth the Second National Trust.

"Covenantor" means the "Owner" who entered into this covenant with the Trust.

"Chief Executive" means the person appointed under Section 18(1)(a) of the Act.

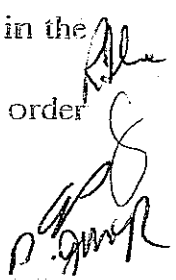
"Owner" means the person or persons who from time to time are registered as the proprietor(s) of the Land.

"Land" means the land described in the Schedule of Land and more particularly shown on the plan annexed to this Deed.

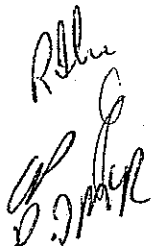
2. No act or thing shall be done or placed or permitted to be done or remain upon the Land which in the opinion of the Board materially alters the actual appearance or condition of the Land or is prejudicial to the Land as an area of open space as defined in the Act.

In particular, on and in respect of the Land, except with the prior written consent of the Board, or as outlined in the Third Schedule and the approved management statement, the Owner shall not:

- (a) Fell, remove, burn or take any native trees, shrubs or plants of any kind.
  - (b) Plant, sow or scatter any trees, shrubs or plants or the seed of any trees, shrubs or plants other than local native flora, or introduce any substance injurious to plant life except in the control of pest plants.
  - (c) Mark, paint, deface, blast, move or remove any rock or stone or in any way disturb the ground.
  - (d) Construct, erect or allow to be erected, any new buildings or make exterior alterations to existing buildings.
  - (e) Erect, display or permit to be erected or displayed, any sign, notice, hoarding or advertising matter of any kind.
  - (f) Carry out any prospecting or exploration for, or mining or quarrying of any minerals, petroleum, or other substance or deposit.
  - (g) Dump, pile or otherwise store any rubbish or other materials, except in the course of maintenance or approved construction, provided however that after the completion of any such work all rubbish and materials not wanted for the time being are removed and the Land left in a clean and tidy condition.
  - (h) Effect a subdivision as defined in the Resource Management Act 1991.
3. In considering any request by the Owner for an approval in terms of Clause 2 hereof, the Board will not unreasonably withhold its consent if it is satisfied that the proposed work is in accordance with the aim and purpose of the covenant as contained in the First Schedule.
4. Except with the prior written consent of the Board, no action shall be taken or thing done, either on the Land or elsewhere, which will in any way cause deterioration in the natural flow, supply, quantity, or quality of any river, stream, lake, pond, marsh, or any other water resource affecting the Land.
5. The Owner shall notify the Trust of any advice received from any authority or company, including a mining company, or other body or person of the intention to erect or lay on or underground utility transmission lines or carry out any prospecting, exploration, mining or quarrying on the Land and shall not signify any concurrence in relation to the proposed work without the written permission of the Board.
- 6.(i) The Owner shall continue to comply with the provisions of the Biosecurity Act 1993 and all amendments thereto provided, however, that the Owner may request assistance from the Trust in carrying out the aforementioned responsibility.
- 6.(ii) That in keeping with the aim and purpose of this covenant as contained in the First Schedule the Owner shall continue to comply with the Wild Animal Control Act 1977 and shall take reasonable measures for the control of wild animals as defined in the Act.
7. The Owner shall keep all fences and gates on the boundary of the Land in good order



- and condition and will accept responsibility for all repairs and replacement except as provided for in Clause 8 herein.
8. In respect to access to the Land the Covenantor and the Trust have mutually agreed that:
    - (i) With the prior consent of the Owner, the Trust may through its officers, agents or servants enter upon the Land for the purpose of viewing the state and condition thereof. In applying this condition the Owner shall not arbitrarily or unreasonably withhold consent and should any fence, gate or other improvement on the Land be damaged in the course of the Trust exercising the right of access the Trust shall arrange repair or replacement.
    - (ii) The Owner shall have the sole right to determine whether or not any member of the public may have entry or access to the Land.
    - (iii) If any consent or permission is granted under (i) or (ii) of this clause, the Owner may determine conditions of such entry and access including any requirement for the Owner or any occupier of the Land to be indemnified from and against any loss, damage or injury suffered by the Owner or any occupier as a consequence of any person entering onto the Land.
  9. The Owner may approve the use of firearms, traps or the safe use of poison by any person or persons for the eradication of pest animals on the Land.
  10. Any consent, approval, authorisation or notice to be given by the Trust shall be sufficient if given in writing signed by the Chief Executive and delivered or sent by ordinary post to the last known residential or official address of the Owner or to the solicitor acting on behalf of the Owner.
  11. The Owner or the Trust may at any time during the term of this covenant, by mutual agreement, carry out any works or improvements, or take any action either jointly or individually, or vary the terms of this covenant to ensure the more appropriate preservation of the Land as an open space in terms of the Act provided, however, such agreement is not contrary to the aim and purpose of this covenant as contained in the First Schedule.
  12. The Trust may revoke this covenant if all the members of the Board are satisfied that by reason of any change in the character of the Land or of any other circumstances which the Board may deem sufficiently material, this covenant ought to be deemed obsolete, or that the continued existence thereof would impede the reasonable use of the Land without securing any practical benefit consistent with the purpose of the Act.
  13. Nothing in these presents hereinbefore contained shall be deemed to render the Covenantor personally liable for any breach of these covenants and conditions committed after the Covenantor shall have ceased to be the Owner.
  14. The Owner shall notify the Trust of any change of ownership or control of all or any part of the Land, and shall supply the Trust with the name and address of the new owner.
  15. If at any time prior to registration of this Deed by the Registrar-General of Land the Owner desires to sell or otherwise dispose of all or any part of the Land such sale or disposition shall be made expressly subject to the restrictions, stipulations and agreements contained in the Schedules hereto.



THIRD SCHEDULE

1. To assist in achieving the aim and objective of this covenant as contained in the First Schedule, a management statement will be prepared by the Owner and the Trust and reviewed from time to time with a copy of the management statement being held at the offices of the Trust.
2. Notwithstanding the provisions of clause 2 of the Second Schedule of this Deed it has been mutually agreed that in order to facilitate on going management of the Land for sustainable pastoral farming purposes and to enable safe access over the Land, the Owner may, after prior consultation with the Trust and provided any required consent has been obtained from territorial authorities:
  - (i) maintain the existing 4WD tracks on the Land;
  - (ii) erect additional internal paddock fencing, and
  - (iii) erect a small hut on the Land.
3. The Owner shall notify the appropriate fire authority for the locality in the event of wildfire threatening the Land.
4. The Trust may and wherever practical provide the Owner from time to time, and at any time upon request by the Owner, such technical advice or assistance as may be necessary or desirable to assist in meeting the objectives set out in this Deed.
5. If any question arises in the management of the Land that is not clearly covered in the objectives or conditions set out in this Deed, then that question shall be resolved by the Trust after consultation with the Owner.

*R. D. ...*  
*P. G. ...*

SCHEDULE OF LAND

Land Registry: Otago  
Estate: fee simple  
Area:

Lot & D.P. No.  
(other legal description)

Certificate of Title:

*Robb  
P. G. M. R.*

IN WITNESS WHEREOF this Deed has been executed  
this \_\_\_\_\_ day of \_\_\_\_\_ 200

by the COMMISSIOMER of  
CROWN LANDS \_\_\_\_\_

as Covenantor  
in the presence of

Witness (Signed) .....

Name (Print) .....

Occupation .....

Address .....

.....

.....

**THE COMMON SEAL** of the **QUEEN**  
**ELIZABETH THE SECOND NATIONAL**  
**TRUST** was hereto affixed in the  
presence of:

Chairperson \_\_\_\_\_

Director \_\_\_\_\_

Chief Executive \_\_\_\_\_

*Handwritten signatures and initials in the bottom right corner.*

OPEN SPACE COVENANT

Pursuant to Section 22 of  
the Queen Elizabeth the  
Second National Trust  
Act 1977.

Correct for the  
purposes of the Land  
Transfer Act.

COMMISSIONER OF CROWN LANDS  
Covenantor

Chief Executive  
being a person authorised  
by the Trust to certify on  
its behalf.

AND

THE QUEEN ELIZABETH THE  
SECOND NATIONAL TRUST

*Reilly*  
*P. Amey*

Appendix 7: Form of Covenant to be Created

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*Pathe*  
*P. G. G. G.*  
*Stanger*



DATED \_\_\_\_\_

Between

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

and

**TE RŪNANGA o NGĀI TAHU**

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

*Althe*  
*P. G. G. G.*

RELEASED UNDER THE OFFICIAL INFORMATION ACT

THIS DEED of COVENANT is made the                      day of

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

AND    TE RŪNANGA o NGĀI TAHU

**BACKGROUND**

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

**OPERATIVE PARTS**

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

**1. INTERPRETATION**

1.1 In this Covenant unless the context otherwise requires:

- “Act”    means the Reserves Act 1977.
- “Covenant”    means this Deed of Covenant made under section 77 of the Act.
- “Fence”    includes a gate.
- “Fire Authority”    means a Fire Authority as defined in the Forest and Rural Fires Act 1977.
- “Land”    means the land described in Schedule 1.
- “Minerals”    means any mineral that is not a Crown owned mineral under section 2 of the Crown Minerals Act 1991.
- “Natural Water”    includes water contained in streams the banks of which have, from time to time, been realigned, groundwater and wetlands.

## RELEASED UNDER THE OFFICIAL INFORMATION ACT

- “Ngāi Tahu Whānui”** means the collective of the individuals who descend from the primary hapū of (Waitaha, Ngāti Mamoe, and Ngāi Tahu), namely, Kāti Kuri, Kāti Irakehu, Kāti Huirapa, Ngāi Tūāhuriri, and Kāi Te Ruahikihiki (Section 2, Te Rūnanga o Ngāi Tahu Act 1996).
- “Owner”** means the person or persons who from time to time is or are registered as the proprietor(s) of the Land.
- “Party” or “Parties”** means either Te Rūnanga o Ngāi Tahu or the Owner or both.
- “Papatipu Rūnanga”** means the Papatipu Rūnanga of Ngāi Tahu Whānui as defined in the first schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment. Refer to Schedule 2 for a list of the kaitiaki Papatipu Rūnanga.
- “Te Rūnanga o Ngāi Tahu”** means the body corporate established on 24<sup>th</sup> April 1996 under section 6 of Te Rūnanga o Ngāi Tahu Act 1996, as a tribal representative body of Ngāi Tahu Whānui.
- “Values”** means the significant inherent cultural values associated with the Land as referred to in Schedule 1.
- “Working Day”** means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

### 1.2 For avoidance of doubt:

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

## 2. OBJECTIVES OF THE COVENANT

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

3. THE OWNER'S OBLIGATIONS

- 3.1 For as long as there are no adverse effects on the Values, to permit the grazing of sheep and/or cattle on the Land,
- 3.2 Unless first agreed in writing by Te Rūnanga o Ngāi Tahu, the Owner must not carry out any of the following activities on or in relation to the Land:
  - 3.2.1 (subject to 3.1) the grazing of livestock except for sheep and/or cattle.
  - 3.2.2 subject to clauses 3.2.1 and 3.2.3, the felling or removal of, or damage to any tree, shrub or other plant;
  - 3.2.3 the planting of any species of tree, shrub or other plant;
  - 3.2.4 the erection of any Fence, building, structure or other improvement for any purpose;
  - 3.2.5 apart from topdressing and the oversowing of seed, any burning or chemical spraying on the Land;
  - 3.2.6 any cultivation, earth works or other soil disturbances;
  - 3.2.7 any archaeological or other scientific research;
  - 3.2.8 the damming, diverting or taking of Natural Water;
  - 3.2.9 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;
  - 3.2.10 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
  - 3.2.11 the erection of utility transmission lines across the Land.
  - 3.2.12 any other activity which might have an adverse effect on the Ngāi Tahu Whānui association with the Land;
- 3.3 The Owner must:
  - 3.3.1 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;
  - 3.3.2 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;
  - 3.3.3 keep the Land free from exotic tree species;
  - 3.3.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.3.5 (subject to 3.3.7) allow groups and/or individuals organised by Te Rūnanga o Ngāi Tahu or by a kaitiaki Papatipu Rūnanga, access to the Land for cultural and management purposes on the following conditions:
    - (a) That at least fifteen (15) working days advance notice of any such proposed visit is provided to the Owner by telephone, facsimile or letter, except where the Owner decides to waive this requirement at their discretion; or
    - (b) That such access will not unduly inconvenience pastoral farming operations; or
    - (c) That no person shall enter onto the Land with a motor vehicle, dog or firearm unless they have express permission from the Owner to do so; or

*Althe*  
*P. J. M. R.*

**RELEASED UNDER THE OFFICIAL INFORMATION ACT**

(d) That the number of people accessing the Land at any one time is no more than fifteen (15) persons, unless a greater number is otherwise first agreed to by the Owner.

3.3.6 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.

3.3.7 if any archaeological sites, including but not limited to umu, midden or shelter caves, are discovered on the Land, permit Te Rūnanga o Ngāi Tahu to immediately fence them off or otherwise secure them so as to prevent them from being damaged.

**4. TE RŪNANGA O NGĀI TAHU OBLIGATIONS**

4.1 Te Rūnanga o Ngāi Tahu must have regard to the objectives specified in clause 2.1 and 2.2 when considering any requests for approval under this Covenant.

4.2 Te Rūnanga o Ngāi Tahu must repair and/or replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of any person authorised by Te Rūnanga o Ngāi Tahu or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.

**5. IMPLEMENTATION OF OBJECTIVES**

5.1 Te Rūnanga o Ngāi Tahu may;

5.1.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1 or 2.2;

5.1.2 prepare, in consultation with the Owner, a joint management plan for the Land to achieve the objectives specified in clause 2.1.

**6. DURATION OF COVENANT**

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

**7. MISCELLANEOUS MATTERS**

7.1 **Rights**

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

7.2 **Trespass Act**

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

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

7.3 **Reserves Act**

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

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7.4 Titles

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

7.5 Acceptance of Covenant

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

7.6 Fire

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

8. NOTICES

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

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

- (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.

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

9. DEFAULT

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

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

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

9.2 Should either Te Rūnanga o Ngāi Tahu or the Owner become of the reasonable view that the other Party (the defaulting Party) has defaulted in performance of or observance of its obligations under this Covenant then that Party (notifying Party) may, by written notice:

9.2.1 advise the defaulting Party of the default.

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

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

*Handwritten signatures and initials:*  
R. He  
P. J. M. G. R.  
[Signature]

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10. DISPUTE RESOLUTION PROCESSES

10.1 If any dispute arises between Te Rūnanga o Ngāi Tahu 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.

10.2 Mediation

10.2.1 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;

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

10.3 Failure of Mediation

10.3.1 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;

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

10.3.3 the Parties further agree that the results of arbitration are to be binding upon the Parties.

11. JOINT OBLIGATIONS

11.1 The Owner or Te Rūnanga o Ngāi Tahu may, by mutual agreement, carry out any work or activity or improvements or take any action either jointly or individually to assist in the management and protection of the Values.

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 the Kaiwhakahaere of Te Rūnanga o Ngāi Tahu)  
in the presence of : \_\_\_\_\_ )

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

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

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

*Althe*  
*S. G. M. P.*

SCHEDULE 1

1. **Description of Land**

*The two areas shown coloured yellow and marked as CC5 on the Glendhu tenure review designations plan.*

2. **Address for Service**

The address for service (including facsimile number) of Te Rūnanga o Ngāi Tahu is:

Kaupapa Taiao  
Ngāi Tahu Development Corporation Limited  
158 Hereford Street  
**CHRISTCHURCH**

Fax: (03) 366 4267

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

Glendhu Holdings Limited  
Wanaka-Aspiring Road  
Lake Wanaka

Fax: (03) 443 7055

or such other street and fax address as the Owner may in writing, from time to time, notify Te Rūnanga o Ngāi Tahu.

3. **Significant Inherent Cultural Values Associated with the Land:**

The Land contains archaeological sites, including cultivated gardens of potatoes and turnips, and is most probably the site of a well known Ngāi Tahu kainga. Manuscripts show that on the Land wekas were hunted, fern root was gathered and kauru prepared from tī stands.

The Land contains many other natural resources that were used by local Ngāi Tahu. Due to the Ngāi Tahu occupation of the Land there is a high possibility of discovering other archaeological and cultural sites with Ngāi Tahu values. As a result of this, the Land is of immense cultural, spiritual and traditional importance to Ngāi Tahu Whānui.

*Althe  
P. G. M. R.  
S. J.*



SCHEDULE 2

**Kaitiaki Papatipu Rūnanga and Contact Details**

**Te Rūnanga o Moeraki** whose takiwā centres on Moeraki and extends from Waitaki to Waihemo and inland to the Main Divide as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

Old School Building  
Cnr Tenby & Haverford St  
Moeraki

Fax: (03) 439 4816

**Kāti Huirapa ki Puketeraki** whose takiwā centres on Karitane and extends from Waihemo to Purehurehu and includes an interest in Otepoti and the greater harbour of Otakou. The takiwā extends inland to the Main Divide sharing an interest in the lakes and mountains to Whakatipu-Waitai with Rūnanga to the south as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

C/- Post Office  
Karitane 9064

Fax: (03) 465 7318

**Te Rūnanga o Otakou** whose takiwā centres on Ōtākou and extends from Purehurehu to Te Matau and inland, sharing an interest in the lakes and mountains to the western coast with Rūnanga to the North and to the South as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

RD 2  
Otakou  
Dunedin

Fax: (03) 478 0354

**Te Rūnaka o Hōkonui** whose takiwā centres on the Hōkonui regions and includes a shared interest in the lakes and mountains between Whakatipu-Waitai and Tawhītarere with other Murihiku Rūnanga and those located from Waihemo southwards as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

PO Box 114  
Gore  
Southland

(03) 208 7954

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

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 Te Rūnanga o Ngāi Tahu

COMMISSIONER OF CROWN  
LANDS

to

TE RŪNANGA o NGĀI TAHU

---

Solicitor  
DUNEDIN/CHRISTCHURCH

*R. Sh...*  
*P. G...*  
*GP*

Appendix 8: Form of Easement to be Created

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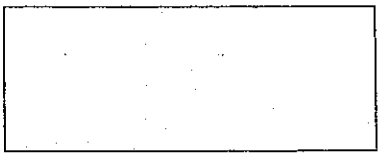
*RDhe*  
*pg m/r*  
*ed*

RELEASED UNDER THE OFFICIAL INFORMATION ACT *Section 90, Land Transfer Act 1952*

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

Land Registration District

OTAGO



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

Empty table with 3 columns

Transferor

Surname(s) must be underlined

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

Transferee

Surname(s) must be underlined

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

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

- (a) Public Access Easement to conservation area under section 7(2) of the Conservation Act 1987.
- (b) Easement to park motor vehicles pursuant to section 7(2) Conservation Act 1987 (both easements continued on pages 2, 3 and 4 of Annexure Schedule).

Operative Clause

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

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

Attestation

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

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

Certified correct for the purposes of the Land Transfer Act 1952

[Signature]

[Solicitor for] the Transferee

Handwritten signatures and initials

Annexure Schedule

Transfer Instrument                      Dated    Page                      of                      Pages

**Definitions**

1. In this transfer unless the context otherwise requires:
  - 1.1 "Easement Area" in relation to foot access means that part of the Servient Land being [5] metres wide which is marked (*currently marked as "a-b" & "e-f" on the Designations Plan*) "[ ]" on Deposited Plan/S.O. Plan No [ ].
  - 1.2 "Parking Area" means that part of the Servient Land which is marked (*currently marked as "car park" on the Designations Plan*) on Deposited Plan/SO Plan No. [ ]
  - 1.3 "Dominant Land" means the land administered by the Department of Conservation and contained in Certificate of Title "[ ]".
  - 1.4 "Servient Land" means the land owned by the Transferor and described on page 1.
  - 1.5 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public.
  - 1.6 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

**Standard Easement Terms**

Access

- 2.1 The Transferee has the right in common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot for the purpose of obtaining access to the Dominant Land.
- 2.2 The Transferee has the right in common with the Transferor, to use, stop and park any motor vehicle on the Parking Area only.
- 2.3 The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area.

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

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

Annexure Schedule

Transfer Instrument                      Dated    Page                      of                      Pages

Exclusion of Implied Rights and Powers

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

Term

4. The easement created by this transfer is to be appurtenant to the Dominant Land in perpetuity.

Temporary Suspension

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

Dispute Resolution

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

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

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

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

Notice

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

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

7.2 If clause 7.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.

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

*Handwritten signatures and initials:*  
 P. J. M. R. &  
 [Other illegible initials]

Annexure Schedule

Transfer Instrument      Dated      Page      of      Pages

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

**Special Easement Terms**

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

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

9.1 To mark the Easement Area as appropriate.

9.2 To erect and maintain stiles.

9.3 To erect and maintain signs informing the public:

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

(b) of the location of land managed by the Crown and available for public access and recreation.

9.4 To construct and maintain a car park and associated facilities on the Parking Area.

9.5 To erect and maintain a fence along each side of that part of the Easement Area which is marked (*currently marked as "a-b" on the Designations Plan*) "[ ]" on Deposited Plan/S.O. Plan No [ ] and to erect and maintain a fence around the Parking Area.

9.6 To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clause 9.1 to 9.5.

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

11. Clause 2.3 is deleted and replaced with the following:

2.3 The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or is under the control of the Transferor or from the Transferors land.

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





Appendix 9: Form of Easement to be Created

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RD  
PDMR  
GJ

RELEASED UNDER THE OFFICIAL INFORMATION ACT *Section 90, Land Transfer Act 1952*

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

Land Registration District

OTAGO

[Empty box]

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

[Empty table with 3 columns]

Transferor

*Surname(s) must be underlined*

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

Transferee

*Surname(s) must be underlined*

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

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

- (a) easement of right of way in gross under section 7(2) of the Conservation Act 1987 for public access.
- (b) easement in gross to park motor vehicles pursuant to section 7(2) Conservation Act 1987 (both easements continued on pages 2, 3 and 4 of Annexure Schedule).

Operative Clause

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

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

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

Signed in my presence by the Transferor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal] of Transferor

*RS mark*  
*P. J. M. R*

Certified correct for the purposes of the Land Transfer Act 1952

[Empty box]

Annexure Schedule

Transfer Instrument                      Dated    Page                      of                      Pages

**Definitions**

1. In this transfer unless the context otherwise requires:
  - 1.1 "Easement Area" means that part of the Servient Land being 5 metres wide which is marked (*currently marked as "c-d" on the Designations Plan*) "[     ]" on Deposited Plan/S.O. Plan No [     ].
  - 1.2 "Parking Area" means that part of the Servient Land which is marked (*currently marked as "car park" on the Designations Plan*) on Deposited Plan/SO Plan No. [     ]
  - 1.3 "Servient Land" means the land owned by the Transferor and described on page 1.
  - 1.4 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public.
  - 1.5 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

**Standard Easement Terms**

Access

- 2.1 The Transferee has the right in common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot.
- 2.2 The Transferee has the right in common with the Transferor to use, stop and park any motor vehicle on the Parking Area only.
- 2.3 The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area.

Exclusion of Implied Rights and Powers

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

Term

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

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

Annexure Schedule

Transfer Instrument                      Dated    Page                      of                      Pages

Temporary Suspension

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

Dispute Resolution

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

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

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

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

Notice

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

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

7.2      If clause 7.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.

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

*Handwritten signatures and initials:*  
P. J. [unclear]  
[unclear]

Annexure Schedule

Transfer Instrument                      Dated    Page                      of                      Pages

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

**Special Easement Terms**

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

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

9.1      To mark the Easement Area as appropriate.

9.2      To erect and maintain stiles.

9.3      To erect and maintain signs informing the public of their rights and responsibilities in relation to the Easement Area.

9.4      To erect and maintain fencing around the Parking Area.

9.5      To erect and maintain toilet facilities at the Parking Area.

9.6      To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clause 9.1 to 9.5

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

11.      Clause 2.3 is deleted and replaced with the following:

2.3      The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or is under the control of the Transferor or from the Transferors land.

12.      The Transferor is entitled to erect and maintain structures over parts of the Easement Area as are reasonably required for farming or management purposes subject to Clause 2.3.

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

*Handwritten signatures and initials:*  
R. H. H.  
P. M. H.  
[Signature]

Annexure Schedule

Transfer Instrument      Dated      Page      of      Pages

**Continuation of "Attestation"**

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

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

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

*Handwritten signatures and initials:*  
Pomer  
Roh  
[Signature]

Appendix 10: Form of Easement to be Created

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*Blhe*  
*P. J. Miller*  
*[Signature]*

Transfer Instrument

RELEASED UNDER THE OFFICIAL INFORMATION ACT  
Section 90, Land Transfer Act 1952

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

Land Registration District

OTAGO

[Empty box]

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

[Empty table with 3 columns]

Transferor Surname(s) must be underlined

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

Transferee Surname(s) must be underlined

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

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

Public Access and Management Purposes Easement to conservation area granted by section 7(2) of the Conservation Act 1987  
(continued on pages 2, 3 and 4 of Annexure Schedule).

Operative Clause

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

Dated this day of

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

Signed in my presence by the Transferor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal] of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

[Empty box for signature]

[Solicitor for] the Transferee

*P. J. [Signature]*



Annexure Schedule

Transfer Instrument                      Dated    Page                      of                      Pages

**Definitions**

1. In this transfer unless the context otherwise requires:
  - 1.1 "Easement Area" means that part of the Servient Land being [10] metres wide which (is currently marked as "i-j" on the Designations Plan) is marked "[ ]" on Deposited Plan/S.O. Plan No. [ ] and that part of the Servient Land (currently marked as "g-h" & on the Designations Plan) marked "[ ]" on Deposited Plan/S.O. Plan No. [ ].
  - 1.2 "Dominant Land" means the land administered by the Department of Conservation and contained in Certificate of Title "[ ]".
  - 1.3 "Management Purposes" means:
    - the protection of a significant inherent value of the Dominant Land;
    - the management of the Dominant Land in a way that is ecologically sustainable.
  - 1.4 "Servient Land" means the land owned by the Transferor and described on page 1.
  - 1.5 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and, for purposes of clause 2.1, includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public; but for the purposes of clause 2.2 means the Transferee's tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation only.
  - 1.6 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

**Standard Easement Terms**

Access

2. The Transferee has the right:
  - 2.1 In common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot for the purpose of obtaining access to the Dominant Land.
  - 2.2 To pass and re-pass at any time over and along the Easement Area on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, for Management Purposes associated with the Dominant Land.
3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area.

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

Annexure Schedule

Transfer Instrument                      Dated    Page                      of                      Pages

Exclusion of Implied Rights and Powers

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

Term

5. The easement created by this transfer is to be appurtenant to the Dominant Land in perpetuity.

Temporary Suspension

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

Dispute Resolution

- 7.1 If a dispute arises between the Transferor and Transferee concerning the rights created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 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 for the time being of the District Law Society in which the Servient Land is situated.
- 7.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

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

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

Annexure Schedule

Transfer Instrument                      Dated    Page                      of                      Pages

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.

**Special Easement Terms**

- 9.1 The standard easement terms contained above must be read subject to any special easement terms set out below.
10. The Transferee (not being a member of the public) has the right:
- 10.1 To mark the Easement Area as appropriate.
  - 10.2 To erect and maintain stiles.
  - 10.3 To erect and maintain signs informing the public of their rights and responsibilities in relation to the Easement Area.
  - 10.4 To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clause 10.1 to 10.3.
11. No dogs or firearms are permitted on the Easement Area.
12. Clause 3 is deleted and replaced with the following:
- 3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or is under the control of the Transferor or from the Transferors land.

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

*P. J. ...*  
*[Handwritten signature]*

Annexure Schedule

Transfer Instrument      Dated      Page      of      Pages

**Continuation of "Attestation"**

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

under a written delegation in the \_\_\_\_\_ )  
presence of: \_\_\_\_\_ )

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

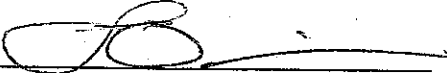
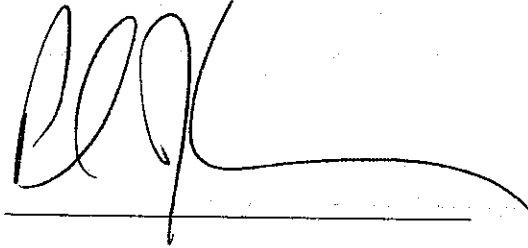
All signing parties and either their witnesses or solicitors must sign or initial in this box.

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

Execution Section

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

SIGNED for and on behalf of the Commissioner of Crown Lands by Paul Alexander Jackson acting pursuant to a delegated authority in the presence of:



Witness

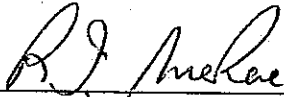
Solicitor

Occupation


Wellington

Address

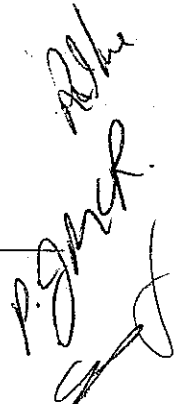
SIGNED for and on behalf of Glendhu Holdings Limited by two of its directors:



Robert Ian McRae



Pamela June McRae



COPY

COMPANY RESOLUTION

GLENDHU HOLDINGS LIMITED

Present: Pamela June McRae  
Robert Ian McRae

Minutes of a meeting of the Directors of Glendhu Holdings Limited made by Minute Book entry into the Minute Book of the company on 3 March 2004.

BACKGROUND

- A. The Company's land at Glendhu is comprised within a lease under Section 83 Land Act 1948 containing 3095.2317 hectares and being all CT OT14C/990.
- B. The Crown Pastoral Land Act 1998 permits the Commissioner of Crown Lands ("the Commissioner") to conduct a tenure review to the intent that part of the land contained in the current lease namely about 2802 hectares subject to survey be freeholded and be held in the name of the Company with the balance of the land being restored to or retained by the Crown.
- C. The parties have negotiated the land areas and the terms and conditions of the documents comprised within the tenure review ("the Proposal").
- D. That Proposal having been through various forms it has resulted in the Company receiving a Substantive Proposal from the Commissioner by which the said 2802 hectares of the Company's land contained within its current lease will be freeholded and transferred to the Company. Part of that land will be subject to Conservation Covenants, a QEII Open Space Covenant, a covenant with Te Runanga o Ngai Tahu and various easements in favour of the Minister of Conservation and/or the Commissioner.
- E. The Company has resolved to execute the Substantive Proposal, to obtain the consents of the ASB Bank Limited, Edgewater Adventures Limited and Jeremy Murray-Orr (as parties having an interest in the land) and to do all things required to enable the freehold title to vest in the company.

RESOLVED

- 1. The Company acknowledge and ratify the signing by the directors of the Substantive Proposal.
- 2. The directors be authorised to obtain and complete all necessary documentation to enable freehold title to issue for the Company's land in terms of and subject to the encumbrances set out in the Substantive Proposal (together called "the documentation").
- 3. That there are no matters or any nature, which would affect the validity of the documentation.
- 4. That the nature and affect of the documentation has been fully explained to the Company and that Company hereby declares that it understands the nature of the transaction.

5. That the Directors are satisfied on reasonable ground that the Company will satisfy the solvency test immediately after the transactions recorded by these resolutions in that:

- (a) The Company is able to pay its debts as they become due in the normal course of business; and
- (b) The value of the company's assets is greater than the value of its liabilities including contingent liabilities.

Signed by all the Directors of the Company

Signed: P. J. McRae

Signed: R. I. McRae

Print Name: P J MCRAE

Print Name: R I MCRAE

**UNANIMOUS SHAREHOLDER RATIFICATION**

6. We being all the shareholders of the Company:

- (a) Ratify the above resolutions and confirm them as binding on the Company in all respects.
- (b) Declare that we will not seek to avoid or procure the Company to seek to avoid the transaction or security documentation pursuant to Section 141 Companies Act 1993.

Signed by all the Shareholder of the Company

Signed: P. J. McRae

Signed: R. I. McRae

Print Name: P J MCRAE

Print Name: R I MCRAE

**SHAREHOLDERS APPROVAL OF MAJOR TRANSACTIONS**

7. It is further resolved by special resolution in accordance with Section 129 of the Companies Act 1993 that this transaction as a "major transaction" is approved and ratified.

Signed: P. J. McRae

Signed: R. I. McRae

Print Name: P J MCRAE

Print Name: R I MCRAE

**MORTGAGEES CONSENT**

ASB BANK LIMITED as Mortgagee under the Mortgage 5529407.1, hereby:

- (a) Consents to the Holder's acceptance of the Substantive Proposal between the Commissioner of Crown Lands and Glendhu Holdings Limited dated 12 February 2004 ("the Proposal") pursuant to the Crown Pastoral Land Act 1998 and agrees and consents to the registration of the documents affecting the Freehold Land referred 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 **08 MAR 2004**

2004

SIGNED for and on behalf of )  
 ASB BANK LIMITED )  
 In the presence of )

SIGNED by ASB BANK LIMITED by its Attorney

in the presence of: MARY MAGDALENE MORRIS

Witness: LIDIA GOURINA  
Bank Officer AUCKLAND

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

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

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

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



ASB BANK LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Mary Magdaline Morais of Auckland in New Zealand, Acting Manager Loan Security Alterations, Lending Services of ASB Bank Limited.

HEREBY CERTIFY

1. THAT I hold the appointment of Manager Loan Security Alterations, Lending Services of ASB Bank Limited at Auckland (hereinafter called "the Bank").
2. THAT by Deed dated 28 November 2000 copies of which are deposited in the Land Transfer Office at:

Auckland	as No. D.575405.1F	(North Auckland Registry)
Blenheim	as No. 216108.1	(Marlborough Registry)
Christchurch	as No. 5020922.1	(Canterbury Registry)
Dunedin	as No. 5021507.1	(Otago Registry)
Gisborne	as No. 232181.1	(Gisborne Registry)
Hamilton	as No. B.643811.1	(South Auckland Registry)
Hokitika	as No. 115745.1	(Westland Registry)
Napier	as No. 713144.1	(Hawkes Bay Registry)
Nelson	as No. 404094.1	(Nelson Registry)
New Plymouth	as No. 476627.1	(Taranaki Registry)
Wellington	as No. B.819638.1	(Wellington Registry)

I, as holder of the appointment described in paragraph 1 hereof was constituted and appointed as attorney of the Bank on terms and subject to the conditions set out in the said Deed.

3. THAT as at the date hereof, I have not received any notice or information of the revocation of that appointment by winding up or dissolution of the Bank or otherwise.

SIGNED this 08 MAR 2004 day of



RECREATION PERMIT HOLDERS CONSENT

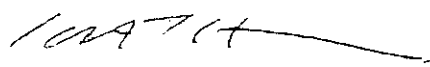
EDGEWATER ADVENTURES LIMITED being the party entitled to the benefit of a Recreation Permit for the use of part of the Land (an unregistered interest) in CT OT14C/990 hereby:

- (a) Consents to the Holders acceptance of the Substantive Proposal between the Commissioner of Crown Lands and Glendhu Holdings Limited dated 12 February 2004, pursuant to the Crown Pastoral Land Act 1998.
- (b) Acknowledges that pursuant to clause 7.2 of the Recreation Permit it will terminate on surrender of the Pastoral Lease over the Land in CT OT14C/990.

Dated 3 MARCH.

2004

SIGNED for and on behalf of  
 EDGEWATER ADVENTURES LIMITED  
 by its Director  
 KARL ANDREW TIMOTHY HALL  
 in the presence of

)  
 )  
 )   
 )  
 )

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

Witness Name: \_\_\_\_\_  
Raymond Murray Blake

Occupation: \_\_\_\_\_  
Solicitor  
Wanaka

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

RECREATION PERMIT HOLDERS CONSENT

GLENDHU STATION LIMITED being the party entitled to the benefit of a Recreation Permit for the use of part of the Land (an unregistered interest) in CT OT14C/990 hereby:

- (a) Consents to the Holders acceptance of the Substantive Proposal between the Commissioner of Crown Lands and Glendhu Holdings Limited dated 12 February 2004, pursuant to the Crown Pastoral Land Act 1998.
- (b) Acknowledges that pursuant to clause 7.2 of the Recreation Permit it will terminate on surrender of the Pastoral Lease over the Land in CT OT14C/990.

Dated

3 March

2004

SIGNED for and on behalf of  
**GLENDHU STATION LIMITED**  
 by its Director  
**PAMELA JUNE MCRAE**  
 in the presence of

)  
 ) *P J McRae*  
 )  
 )  
 )

Witness Signature: *[Signature]*

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

Occupation: Raymond Murray Blake  
Solicitor  
Wanaka

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

**RECREATION PERMIT HOLDERS CONSENT**

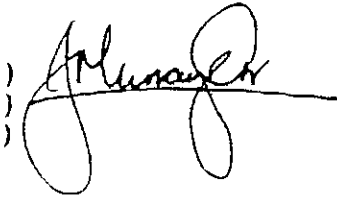
**JEREMY MURRAY-ORR** being the party entitled to the benefit of a Recreation Permit for the use of part of the Land (an unregistered interest) in CT OT14C/990 hereby:

- (a) Consents to the Holders acceptance of the Substantive Proposal between the Commissioner of Crown Lands and Glendhu Holdings Limited dated 12 February 2004, pursuant to the Crown Pastoral Land Act 1998.
- (b) Acknowledges that pursuant to clause 7.2 of the Recreation Permit it will terminate on surrender of the Pastoral Lease over the Land in CT OT14C/990.

Dated 3 march

2004

SIGNED for and on behalf of  
**JEREMY MURRAY-ORR**  
in the presence of



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

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

Occupation: Raymond Murray Blake  
Solicitor  
Wanaka

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