

Crown Pastoral Land Tenure Review

Lease name : HAPPY VALLEY

Lease number : PO 361

Preliminary Proposal – Part 2

A Preliminary Proposal is advertised for public submissions as per Section 43 of the Crown Pastoral Land Act 1998.

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

Appendix 7: Form of Conservation Covenant CC3 to be Created

DATED _____

Between

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

and

MINISTER OF CONSERVATION
("the Minister")

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



Department of Conservation
Te Papa Atawhai

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

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

4. THE MINISTER'S OBLIGATIONS

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

5. IMPLEMENTATION OF OBJECTIVES

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

6. DURATION OF COVENANT

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

7. OBLIGATIONS ON SALE OF LAND

- 7.1 If the Owner sells, leases, or parts with possession of the Land, or hands over control of the Land to any other person, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, assignee or manager to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, assignee or manager to ensure that on any subsequent sale, lease, assignment, or change in control of the Land, any subsequent purchaser, lessee, assignee or manager must also comply with the terms of this Covenant including this clause.
- 7.2 A Transferee of the land will at law be bound by the registered Covenant. Such transfer is deemed to provide the agreement to comply with the terms of this covenant required by Clause 7.1

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 local branch of the New Zealand 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;

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 local branch of the New Zealand Law Society in the region in which the Land is situated;

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

12. JOINT OBLIGATIONS

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

13. SPECIAL CONDITIONS

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

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

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

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

Witness: _____

Address : _____

Occupation: _____

SCHEDULE 1

1. Description of Land

The Land has an area of approx 270 ha and shaded yellow and labelled CC3 on the Designations Plan.

2. Address for Service¹

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

C/- Box 5244
DUNEDIN

Fax (03) 477 8626

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

Duncan George Henderson and Rae Henderson
Happy Valley
Hawksburn Road
RD2
Cromwell

Fax (03) 445 1019

¹ State street address not Post Office Box number.

3. Values of Land to be Preserved

Preserving the natural, landscape and historic values of the area.

This Land has important landscape values such as rocky outcrops, overall tawny-coloured grassland and the contribution to a rolling landscape which remains intact. The area has moderate visual resource values as a setting for the historic Carrick Range Water Race, and as a scenic backdrop for travellers on the Nevis Road.

The highest parts of this block (c. 1200 m) above the water race, on gently rounded ridge crest, have a depleted short tussock- golden speargrass (*Aciphylla aurea*) cover with much bare ground. Between c. 900 m – 1150 m the predominant vegetation community is one of scattered hard tussock (*Festuca novae-zelandiae*) with abundant mouse-ear hawkweed and maori onion. A mix of native and exotic sub-shrubs and herbs are also common in the groundcover. Strips of narrow-leaved tussock (*Chionochloa rigida*) occur sporadically along water courses, becoming more common on the steeper slopes immediately flanking the valley floor stream in Duffers Gully.

A highly distinctive snow totara (*Podocarpus nivalis*) shrubland occupies a boulderfield at c. 1100 m on the north side of Duffers Gully. Three discrete patches are present amongst large angular blocks of rock rubble that provide refuge from fire and grazers for a number of otherwise uncommon species in the vicinity.

A two roomed stone structure is located near the north boundary of the Land. This is thought to have once been a grog shop for travellers on the Nevis Road. (John Douglas pers com)

SCHEDULE 2

Special Conditions

1. Clause 3.1.1 is deleted and replaced with:

Sheep may graze the Land at a maximum stocking rate that does not exceed 0.22 SU/ha, or at a number that in the sole opinion of the Minister, does not adversely impact on the values.
2. The landscape of the covenant area will be monitored to ensure that the conditions of the covenant have been adhered to. The details of the monitoring including timing, methods, results and consequential actions are detailed in the monitoring description Schedule 3.
3. The Minister may undertake work on the historic stone hut for the purposes of preservation or restoration and may monitor the hut at the Ministers expense.

SCHEDULE 3

DESCRIPTION OF THE MONITORING PROGRAMME TO BE ESTABLISHED.

(DRAFT ONLY)

1. Responsibilities:

A monitoring programme will be established at the commencement of the covenant term by the Minister. Subsequent re-monitoring will occur every 5 years and is to be organised by the Owner with the assistance of the Minister.

The Minister will be party to the re-monitoring by providing one staff member to assist with the physical monitoring. The Minister will be consulted as to the selection of a suitably qualified monitoring provider (which does not preclude the Owner undertaking this work to an acceptable standard). The Minister will be given a copy to the monitoring report in a format nominated by the Minister.

2. Costs:

The Minister is responsible for the cost of establishing the monitoring and the initial report. The Owner will be responsible for the cost of repeat monitoring and the repeat report write up. The Minister will cover his own staff cost for re-monitoring.

3. Monitoring Methods:

A series of general repeatable photo point sites will be established. The purpose of these photopoints is to detect deterioration of the landscape attributes.

Photopoints will be at yet to be decided sites and yet to be decided number:

Monitoring will record the condition and trends of the vegetation in the context of its contribution to the character of the landscape and to ensure other conditions of the covenant are being met.

4. Monitoring Results:

Following monitoring, results will be discussed between the Owner and the Minister.

Should it be noted as a result of monitoring that in the sole opinion of the Minister, sheep or other pastoral practices are having a detrimental impact on the values then the Owner will take such steps as agreed with the Minister to prevent this continuing, which may include such measures as fencing, reducing stock numbers or changing stock types.

GRANT of

Correct for the purposes of the
Land Transfer Act 1952

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

Solicitor for the Minister

COMMISSIONER OF CROWN
LANDS

to

MINISTER OF CONSERVATION

Solicitor
Department of Conservation
DUNEDIN/CHRISTCHURCH

Appendix 8: Form of Public and Management Purposes Easement a-b, d-e, and Management Purposes Easement b-c to be Created

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Access for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER

Land Transfer Act 1952

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

Land Registration District

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

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Transferor Surnames must be underlined

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

Transferee Surnames must be underlined

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

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

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

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

Operative Clause

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

Dated this day of

Attestation

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

Certified correct for the purposes of the Land Transfer Act

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

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

Insert below
“Mortgage”, “Transfer”, “Lease”, etc

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

Definitions

1. In this transfer unless the context otherwise requires:
 - 1.1 “Easement Area” means that part of the Servient Land (being the route 20 metres wide “a-b” and “d-e”, for public and management purposes access and also a route 20 metres wide “b-c” for management purposes access only, as shown on the designations plan) and marked [] “[]” on Deposited Plan/S.O. Plan No [] .
 - 1.2 “Management Purposes” means:
 - the protection of a significant inherent value of the land managed by the Transferee (not being a member of the public);
 - The management of the land administered by the Transferee (not being a member of the public) in a way that is-ecologically sustainable.
 - 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, 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.
 - 1.5 “Transferor” means the owner of the Servient Land described on page 1 and includes the Transferor’s tenants and invitees.

Standard Easement Terms

Access

2. The Transferee has the right:
 - 2.1 In common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
 - 2.2 To pass and re-pass at any time over and along the Easement on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, or with or without guns and dogs, for Management Purposes.
3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.

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

OTACO-37091 – Easement in Gross: Public Access and Management Purposes to Conservation Area 28 July 2004
docDM-172180 - Happy Valley Public and Management Easement 16/7/07

4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Exclusion of Schedules

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

Term

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

Temporary Suspension

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

Dispute Resolution

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

Notice

- 9.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
 - (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by facsimile to the receiving party.
- 9.2 If clause 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.
- 9.3 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

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.
 - 10.1 The Transferor is under no obligation to maintain the Easement Areas to any standard other than that which is necessary for his own purposes.

- 10.2 The Transferee to take all reasonable care to avoid damage to the soil and vegetation of the Easement Area.
- 10.3 For the following conditions, the Transferee is defined as the Director-General of Conservation's tenants, agents, contractors, and invitees; and any employee or contractor, only.
- 10.3.1 The Transferee has the right:
- (a) To mark the Easement Area as appropriate.
 - (b) To erect and maintain stiles.
 - (c) To erect and maintain signs informing the public
 - (i) of the location of land managed by the Crown and available for public access and recreation; and
 - (ii) of their rights and responsibilities in relation to the Easement Area.
 - (d) To clear, form and maintain any track or path no wider than 3 metres.
 - (e) To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in this clause 10.3.1.
- 10.4 The Owner is to be consulted as to the wording of signage in clause 10.3.1 (c).
- 10.5 The Transferee and the Transferor shall pay agreed maintenance on tracks proportional to the impact of their use.
- 10.6 Clause 2.1 is modified to delete reference to horses and non-motorised vehicles.
- 10.7 The easement will be closed from 1 October to 10 December each year if required to prevent disturbance during lambing.
- 10.8 The public will have no right to bring dogs onto the easement area.
- 10.9 The Owner will have the right to use signage that requests the public not use the track during times when stock are to be mustered along it. The track must not be closed for periods exceeding 2 hours.

Continuation of "Attestation"

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

under a written delegation in the)
presence of:)

Witness (Signature)

Name _____

Address _____

Occupation _____

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

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

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access to Conservation Areas
2. Vehicles for Management Purposes

Land Transfer Act 1952

Law Firm Acting
Conservancy Solicitor Department of Conservation Dunedin

Auckland District Law Society
REF:4135

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

Appendix 9: Copy of easement in CIR OT17A/117 in favour of The Carrick Irrigation Company Ltd



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




R. W. Muir
Registrar-General
of Land

Historical Search Copy

Identifier OT17A/117
Land Registration District Otago
Date Registered 30 June 1995 12:00 am

Prior References
OT338/40

Type As described in the instrument
Area 3277.9570 hectares more or less
Legal Description Run 339C

Original Proprietors
Her Majesty the Queen

Interests

Approved by the Registrar-General of Land, Wellington, No. B319989.1/93

Memorandum of Transfer

17A/117

~~(herein called "the Transferor") being registered as proprietor of an estate~~

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in the piece or pieces of land situated in the Land District of ~~containing~~ more or less being

INSTRUMENT OF TRANSFER OF EASEMENTS
IN GROSS FOR IRRIGATION WORKS

1.0 BACKGROUND

- 1.1 The Carrick Irrigation Company Limited at Bannockburn (called "the Irrigation Company") has purchased the Bannockburn Irrigation Scheme pursuant to a Sale and Purchase Agreement between MURRAY THOMAS DENNISON, RICHARD STEVEN CLARK and EDGAR PARCELL all of Bannockburn Farmers as agents for the Irrigation Company then yet to be incorporated and David Francis Caygill, Minister of Finance and James Robert Sutton, Minister of Agriculture on behalf of the Crown, dated 18 December 1989 and 26 October 1990 and subsequently adopted by the Irrigation Company as the Purchaser. The Bannockburn Irrigation Scheme (called "the Irrigation Scheme") is described in the said Sale and Purchase Agreement.
- 1.2 HER MAJESTY THE QUEEN acting by and through the Commissioner of Crown Lands (called "the Crown") is the proprietor of that land containing 3277.957 hectares more or less being Run 339C Bannockburn and Nevis Survey Districts subject to Pastoral Lease Number ³⁶¹ ~~P27~~ comprised in Register Book Volume 338 Folio 40 (Otago Land Registry) (called "the Crown's land").
- 1.3 **DUNCAN GEORGE HENDERSON** of Bannockburn Farmer and **RAE HENDERSON** his wife (called "the Lessee") is registered as the lessee of the said Pastoral Lease.
- 1.4 The Minister of Agriculture (called "the Minister") had the right immediately before the date of sale of the Irrigation Scheme to the Irrigation Company, pursuant to Section 223 of the Public Works Act 1981 or the corresponding

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DGA
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provisions of any former enactment relating to irrigation, to enter, use, occupy, carry out work on, store water on, or convey water over the Landowner's land and in the manner, detailed in this Instrument, for the purposes of the Irrigation Scheme.

- 1.5 Section 4 of the Irrigation Schemes Act 1990 provides the statutory mechanism to transfer from the Landowners to the Irrigation Company, the same easement rights as the Crown previously had over the Landowner's land, and the Landowner and the Irrigation Company have agreed to the transfer of these easement rights to the Irrigation Company.

2.0 GRANT OF EASEMENT

- 2.1 The Crown pursuant to Section 60 of the Land Act 1948 and Section 4 of the Irrigation Schemes Act 1990 TRANSFERS AND GRANTS to the Irrigation Company as an easement in gross forever the right to convey water over the said Crown's land as marked "A-B-C", "D-E" and "F-G" on the plan No. 21 annexed ^{and as marked "A-B" and "A-C" on the plan 4 annexed} which rights to convey water and of access shall have attached to them the rights, powers and obligations detailed in the following Clause 3.0.

3.0 RIGHTS AND POWERS RELATING TO THE GRANT OF EASEMENT

- 3.1 The Irrigation Company together with any person (as defined in Section 4 of the Acts Interpretation Act 1924) acting with the authority, or on the instructions, of the Irrigation Company and together with all tools, implements, machinery, vehicles, equipment and materials of whatsoever nature shall have the uninterrupted and unrestricted rights:

(a) To situate and maintain water works and convey water unimpeded along

DS
D9M
RH.

the stipulated course on the Landowner's land shown on the plan attached and for this purpose to have the right to use, occupy, construct, maintain, reconstruct and carry out such works (in this Instrument called "water works") as the Irrigation Company considers necessary or desirable on the Landowner's land along the stipulated course including, but without limitation, structures and works for; intakes, conveying water, water flow control and supply, turnouts, monitoring and discharges.

- (b) To monitor and control its waterflows and the water source flows and to carry out viewing, surveillance and monitoring of its water works on the Landowner's land.
- (c) Generally and without limitation to the stipulated course of access, to enter the Crown's land and to have access across the Crown's land by the most practicable route.
- (d) To erect and maintain such fixtures or markers as may be necessary to indicate the location of any pipeline and associated works provided that such fixtures or markers do not interfere with the reasonable management of the Landowner's land.
- (e) To generally do anything necessary or convenient for the full exercise of the rights under this Instrument and to give full effect to the purposes of this Instrument.

It being acknowledged that the words "convey water" and "conveying water" include "bye-wash water" and "bye-washing water".

3.2 In exercising its rights and powers under this Instrument, the Irrigation Company shall:

[Handwritten signature]
DGA
RH

- (a) Cause as little disruption and disturbance to the occupation and enjoyment by the Landowner of the Landowner's land, as is reasonably possible.
 - (b) Cause as little damage to the Landowner's land and fixtures on it and the surface of it as is reasonably possible.
 - (c) After exercising its rights and powers, restore the Landowner's land and fixtures on it as nearly as is reasonably possible to its former condition but as shall be reasonable in the circumstances having regard to the economic and amenity values to the Landowner of the land and fixtures affected.
- 3.3 (a) When the Irrigation Company requires entry with machinery on the Landowner's land to carry out maintenance or construction works, it shall take reasonable steps to give to the Landowner or occupier of the land not less than 24 hours notice by direct personal contact, ordinary letter, facsimile transmission, or telephone prior to such entry and works being undertaken, unless there is an emergency and in which case no notice shall be required.
- (b) If the Landowner or occupier has received such notice the Landowner or occupier shall notify the Irrigation Company, prior to the entry and work being undertaken, of the presence of pipes or other underground facilities in the Landowner's land and if the Landowner or occupier fails to notify the Irrigation Company then the Irrigation Company will not be liable for any damage it may cause to such underground pipes or underground facilities.

DS
RH

- 3.4 (a) It is acknowledged that the Irrigation Company shall not fence the boundaries of the easements.
- (b) The Landowner shall not do, or permit to be done, anything, including planting trees or constructing works or buildings, which will prevent or interfere with the free passage of water along the stipulated course or prevent or interfere with the Irrigation Company's full rights of access and full use by it of its rights created by this Instrument and shall not interfere, or permit any interference, or allow trees, tree roots or other vegetation growing on or from the landowners land or stock pastured on the landowner's land to interfere with the support, structure or integrity of the Irrigation Company's water works.
- (c) Without limiting the extent of this clause 2.4, the landowner shall not, without the prior written consent of the Company, plant trees or construct works or buildings within 4 metres of the centre line of a pipe or within 3 metres from the edge of a water race or other water works.
- 3.5 The rights and powers contained in paragraphs 1, 2 and 5 of the Seventh Schedule to the Land Transfer Act 1952 shall apply except insofar as they are varied by this instrument and with the deletion from both paragraphs 2 and 5 of the words "(in common with the grantor, his tenants and any other person lawfully entitled so to do)".
- 3.6 Any right of action or remedy which shall at any time after the date of this instrument accrue to the Irrigation Company because of any breach or non-observance by or on behalf of the Lessee of any of the covenants expressed or implied in this instrument and to be observed or performed by the Crown, shall be enforced only against the registered proprietor for the time being of the Pastoral Lease in respect of which such breach or

DS
RH

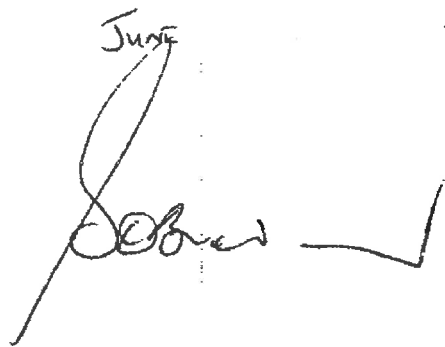
non-observance shall occur or against the lessee of the Pastoral Lease at the time of such occurrence aforesaid but to the intent that any lessee of the Pastoral Lease shall only be liable for acts or defaults occurring while that person is so registered.

3.7 The lessee agrees to the terms of this instrument and is bound by them to the extent that the terms apply to the lessee and the lessee consents, without payment of compensation, to the terms of this instrument.

3.8 A reference to any party to this instrument includes that party and that parties transferees and successors.

Dated the 28th day of June 1995

SIGNED by and on behalf)
of HER MAJESTY THE)
QUEEN by the)
Commissioner of Crown)
Lands as landowner)
in the presence of:)



Witness *de Borden*
Occupation *Dean member General Services Board*
Dept of Survey & Land Information
Address *Wellington*

DSH
RH

SIGNED by the CARRICK)
IRRIGATION COMPANY)
LIMITED by the affixing of its)
common seal in the presence)
of:)

Director..... *M. J. De...*

Director..... *R. B. O...*

SIGNED by DUNCAN)
GEORGE HENDERSON and)
RAE HENDERSON as)
Lessee in the presence of:)

D. G. Henderson
Rae Henderson

Witness..... *[Signature]*

Occupation..... *[Signature]*

Address..... *[Signature]*

[Signature]

SCHEDULE OF EASEMENTS

Shown	Purpose	Servient Tenement	Grantee	CT	Owner	Plan No
a-b-c, d-e, f-g	Right to convey water	Run 339 C Bk III II & V Bannockburn S.D.	CARRICK IRR Co. Ltd	338/40	D&R Henderson	21

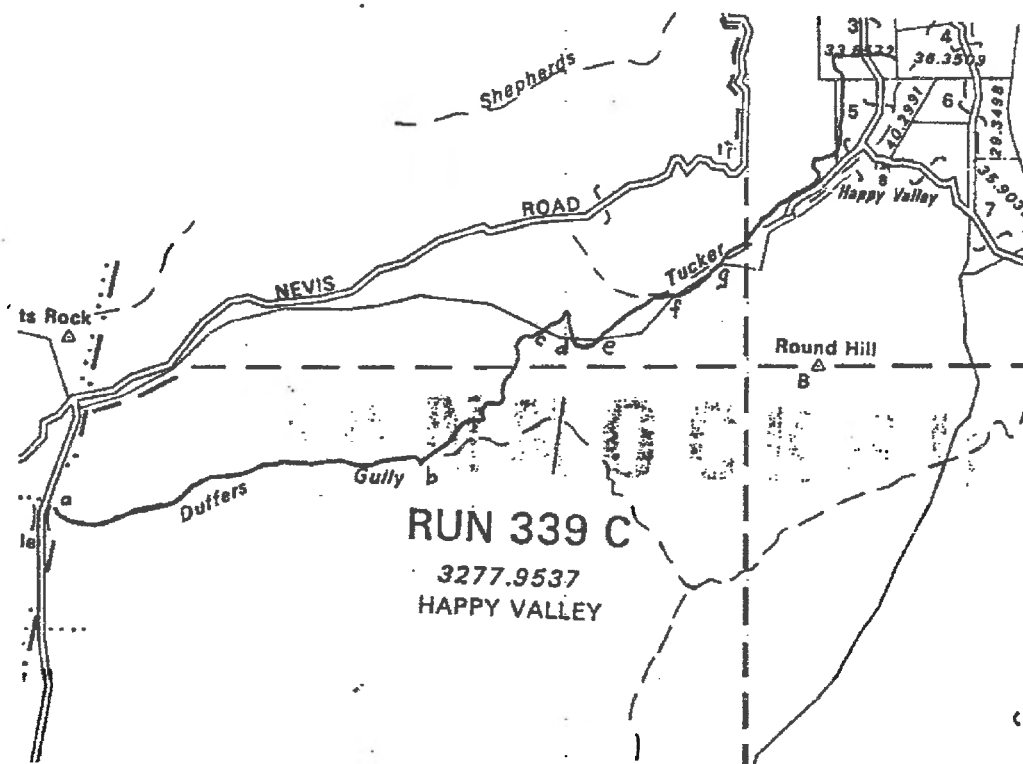


DIAGRAM OF IRRIGATION RIGHT
PREPARED PURSUANT TO THE
IRRIGATION SCHEMES ACT 1990

CARRICK IRRIGATION Co. Ltd

JOB
PSH
RH.

PREPARED BY C. HUGHES & ASSOCIATES
SURVEYING CONSULTANTS
CROMWELL

Scale 1:50 000
Date 5/94
Job No 3665

SCHEDULE OF EASEMENTS

Shown	Purpose	Servient Tenement	Grantee	C T	Owner	Plan No
A-B A-C	RIGHT TO CONVEY WATER	RUN 339C BLK IV NEVIS S.D BLK V, III BANNOCKBURN S.D	CARRICK IRR Co. Ltd	338/40	HENDERSON D.G AND R	4

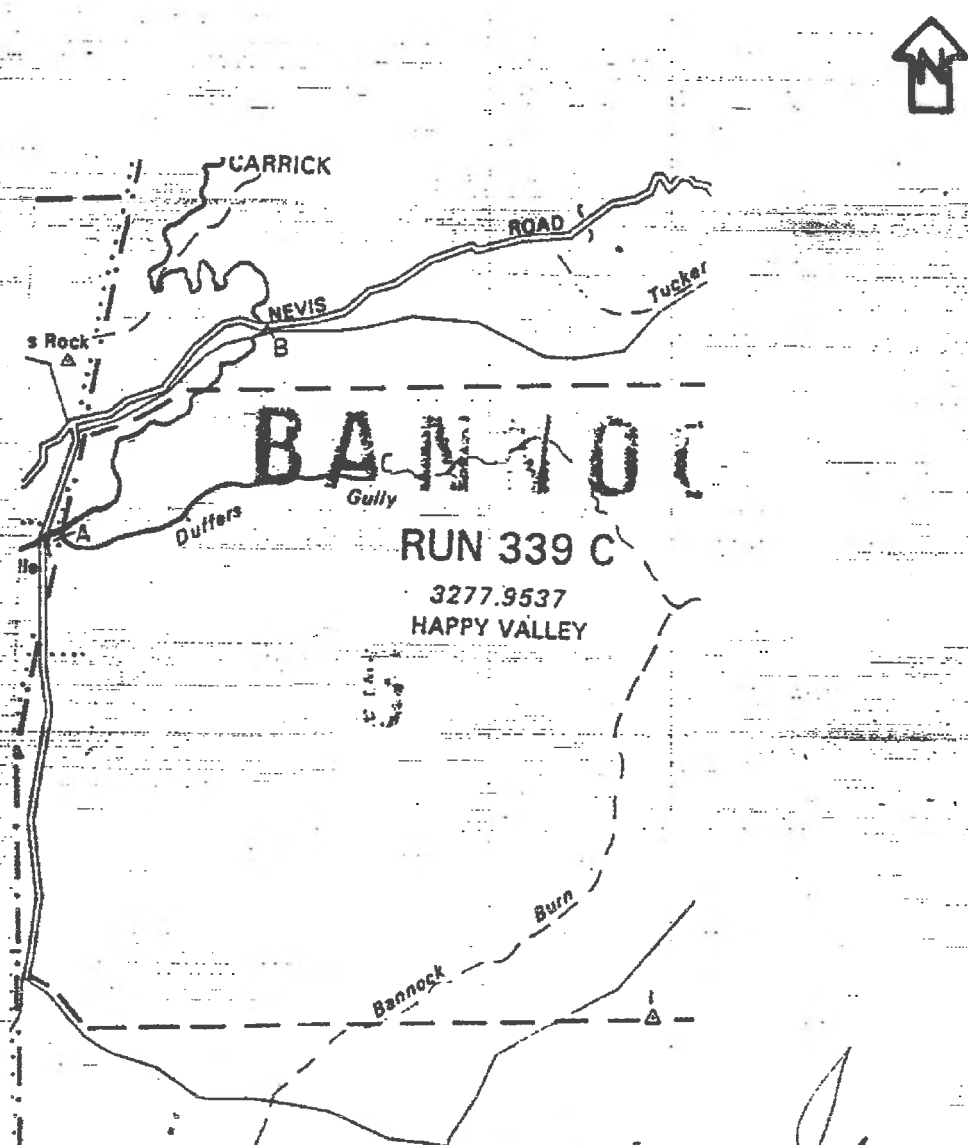


DIAGRAM OF IRRIGATION RIGHT
PREPARED PURSUANT TO THE
IRRIGATION SCHEMES ACT 1990.

CARRICK IRRIGATION Co. Ltd

JOS
D.G.R.
R.H.

PREPARED BY C. HUGHES & ASSOCIATES
SURVEYING CONSULTANTS
CROMWELL

Scale 1:50 000
Date 5/94
Job No 3665

~~In Consideration of the sum of~~

paid to the Transferor by

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the Transferee all the Transferor's estate and interest in the said piece or pieces of land

In witness whereof these presents have been executed this

day of

19

Signed by the Transferor

(by the affixing of its common seal)

~~in the presence of:~~

MEMORANDUM OF TRANSFER

EASEMENT IN GROSS FOR IRRIGATION WORKS

CARRICK IRRIGATION COMPANY LIMITED *Transferor*

17A/117

G HENDERSON *Transferee*

Correct for the purposes of the Land Transfer Act 1952

SOLICITOR FOR THE TRANSFEEE

I hereby certify that this transaction does not contravene the provisions of Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952.

Particulars entered in the Register as shown herein on the date and at the time endorsed below.

SOLICITOR FOR THE TRANSFEEE

Assistant / District Land Registrar of the

I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

District of

SOLICITOR FOR THE TRANSFEEE

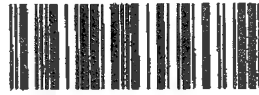
210 30 JUN 95 885840
338/40
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY
ASST. LAND REGISTRAR



17A/117

Appendix 10: Copy of registered Certificate pursuant to Section 417 of the Resource Management Act 1991 in favour of Kawarau Station, for Water Race nos. WR1725, BR3330, DR5397, DR6320 and BR8108 registered as 5030234.1

C417 5036234.1 CERTIFICATE SPEC1
CPY-01/01.P05-003.20/03/01.14:25



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ORC FILE 99308, MC030

**CERTIFICATE UNDER S. 417 OF THE RESOURCE
MANAGEMENT ACT 1991**

oOo

Pursuant to Section 417(2) of the Resource Management Act 1991, the Otago Regional Council hereby certifies that:

Kawarau Station
C/- Richard John Anderson
RD2
Cromwell

being registered as holder of Licences for a Water Race Numbers WR1725, BR3330, DR5397, DR6320 and BR8108, Cromwell. Registry of the Warden's Court, are entitled to cut, construct, and maintain a race, to use as a race a natural channel (but only where that channel has been so used under the licences); to occupy (but only for the purposes of the construction, maintenance, and improvement of the race) the land forming the course of the race plus a strip 6.1 metres wide (20 feet) along the entire length of the race, and measured either wholly on one side of its course or partly on one side and partly on the other, so that the total on both sides does not exceed 6.1 metres; to deposit within those strips any material removed from the race in the course of maintaining and improving it, and to convey water in the race, across the lands described in the Schedule, as indicated on the attached diagram.

NB: DR6320 are a set of conditions that relate to the use of DR5397 on sections 2, 4 and 6, Block IV, Bannockburn SD. These are included in a copy of the licence appended to this certificate.

The Common Seal of the
Otago Regional Council



M E Weaver
Manager Resource Administration

R W Scott
Director Corporate Services

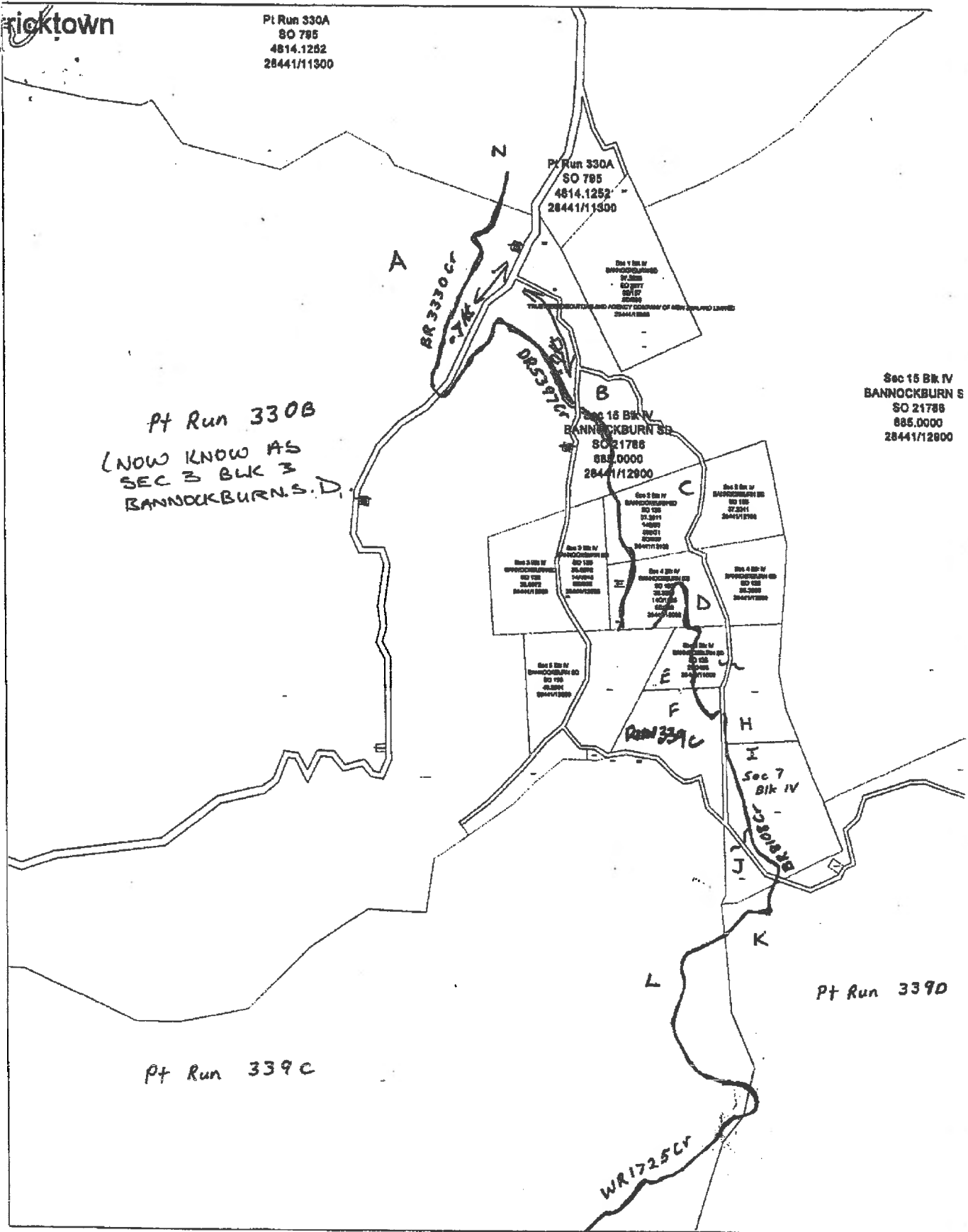
M L Rosson
Chairperson

dated this 23 day of June, 2000



**LAND SCHEDULE FOR SECTION 417 CERTIFICATE -
KAWARAU STATION**

	Legal Description:	CT Number:	Regd Proprietor:
A	Run 330B Blk IV now known as Blk 3 Bannockburn SD	338/81	Donald William & Marion Isabelle Clarke
B	Sec 15 Blk IV Bannockburn SD	338/81	Donald William & Marion Isabelle Clarke
C	Sec 2 Blk IV Bannockburn SD	14B/95	Edgar Parcell
D	Sec 4 Blk IV Bannockburn SD	14C/1128	Gail Elizabeth De Jong & Christopher Johannes De Jong
E, H	Sec 6 Blk IV Bannockburn SD	14C/502	Edgar Parcell
F, L	Run 399C Blk VI	338/40	Duncan George & Rae Henderson
I, J	Sec 7 Blk IV Bannockburn SD	11D/778	Duncan George & Rae Henderson
K	Pt Run 339D Blk IV	338/70	Julie Ann Jopp, Peter Redmond McConnell, Phillip Andrew Stephen McElroy, Ronald Iverson, George McElroy
N	Pt Run 330A Reserve Hawksburn Road in Section 7 Reserve Hawksburn Road between Section 15 & Run 330B Reserve Nevis Road in Run 330B Crosses under WR2832Cr in Run 339D	A2/1218	Kawarau Station Limited Central Otago District Council Central Otago District Council Central Otago District Council WR2832Cr is held by Duncan George & Rae Henderson



Appendix 11: Copy of registered Certificate pursuant to Section 417 of the Resource Management Act 1991 in favour of Edgar Parcell and Ann Christine Parcell, for Water Race nos. 2841 and 3029 registered as 920179



ORC FILE 96187, MC030

C417 920179 Certificat

Cpy - 01/01, Pgs - 004, 14/02/11, 12:19



DocID: 212767196

CERTIFICATE UNDER S. 417 OF THE RESOURCE MANAGEMENT ACT 1991

o)o

Pursuant to Section 417(2) of the Resource Management Act 1991, the Otago Regional Council hereby certifies that:

Edgar Parcell And Ann Christine Parcell
Bannockburn, R D 2, Cromwell
C/o Checketts McKay, P O Box 184, Cromwell

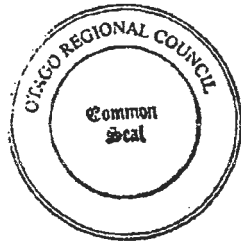
being registered as holder of Licences for a Water Races Nos. 2841 and 3029, Cromwell Registry of the Warden's Court, are entitled to cut, construct, and maintain a race, to use as a race a natural channel (but only where that channel has been so used under the licences), to occupy (but only for the purposes of the construction, maintenance, and improvement of the race) the land forming the course of the race plus a three-metre strip on each side, to deposit within those strips any material removed from the race in the course of maintaining and improving it, and to convey water in the race, across the lands described in the Schedule, as indicated on the attached diagram.

M E Weaver
Manager Resource Administration

This Certificate is issued by the Chairperson of the Otago Regional Council, acting under powers delegated to her by the Council and not revoked at the date of issue.

B W Scott
Director Corporate Services

Common Seal



M L Rosson
Chairperson

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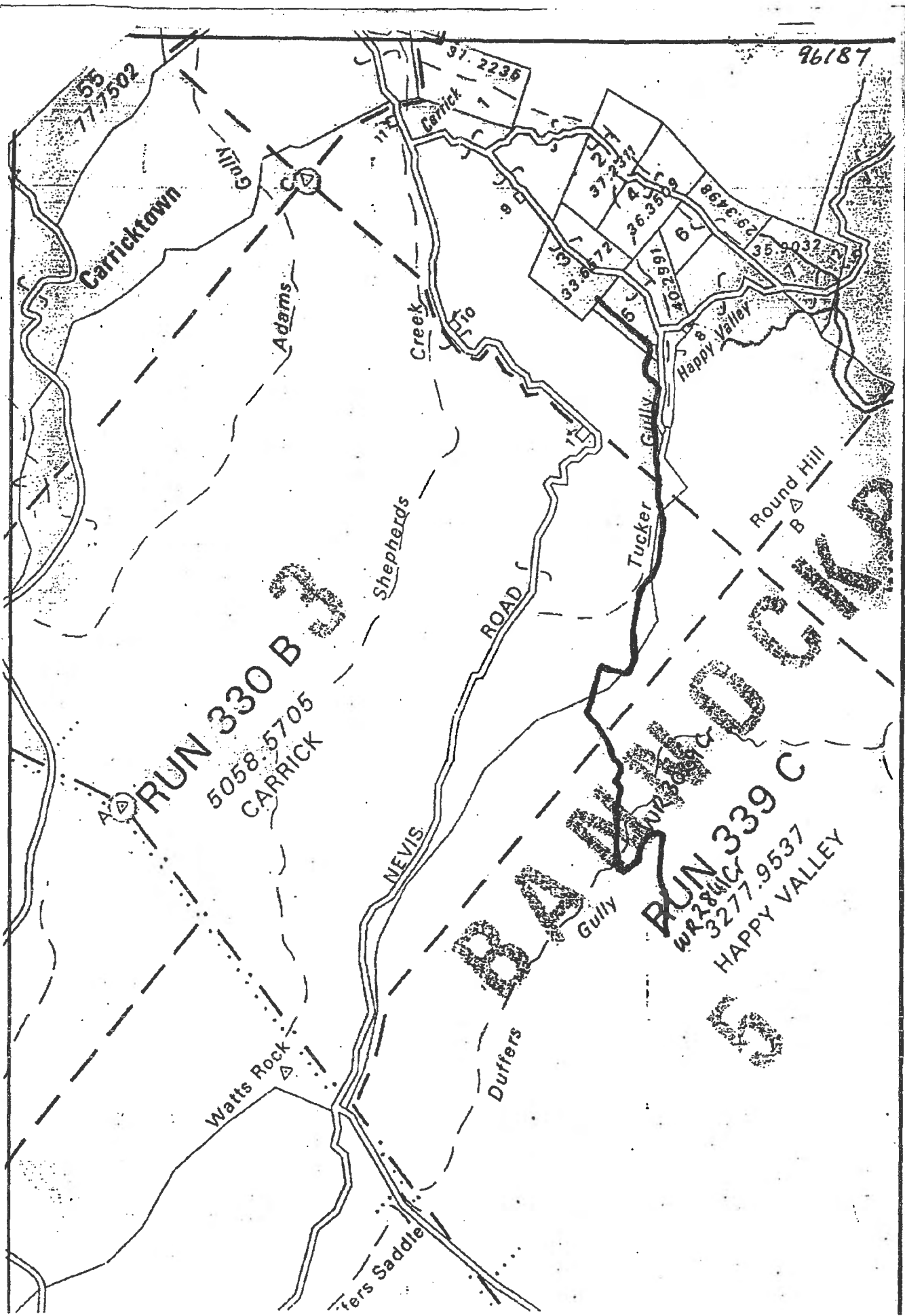
22/10/96



ORC FILE 96187, MC030

SCHEDULE

Land Affected	Title Reference	
Run 339C Bannockburn and Nevis Survey Districts	338/40 ✓ Henderson	3277.9537 hectares
Section 27, 28, 30, 31 & 34 Block III Nevis Survey District Run 339E, Nevis, Lorne & Lornside Survey Districts and	338/81 ✓ Clark ✓	9250.0534 hectares
<p>Run 330B Nevis and Bannockburn Survey Districts <i>section 1 Blk 3 Sections 9, 10 & 11 Blk 4 Bannockburn Survey District and section 3 Blk 3 Nevis Survey District</i> LKL P:ASL20417PARC.DOC</p>		



55
77-502

Carricktown

Adams

Creek

Shepherds

ROAD

Tucker

Round Hill

Happy Valley

RUN 330 B
5058-5705
CARRICK

Watts Rock

NEVIS

BANK

Duffers

RUN 339 C
3277-9537
HAPPY VALLEY

RUN 338
3277-9537
HAPPY VALLEY

Watts Saddle

96187



9.05 20.NOV96 920179

PARTICULARS OF REGISTERED
LAND REGISTERED
ASST. LAND REGISTRAR
338/4
338/31



RECALL FILE LABEL



Appendix 12: Copy of an unregistered Deemed Water Permit pursuant to Section 413-417 of the Resource Management Act 1991 in favour of Duncan George Henderson and Rae Henderson, in consent 95655



COUNTERPART

Consent No.: 95655

DEEMED WATER PERMIT

Pursuant to Sections 413 - 417 of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Duncan George Henderson and Rae Henderson

Address: Happy Valley, R D 2, Cromwell

to take 300,000 litres per hour from Bannock Burn

For a Term Expiring: 1 October 2021

For the Purpose of: irrigation

Legal Description of Land adjacent to Abstraction point: Run 339C, Block VI, Bannock Burn Survey District

Map Reference of :
Abstraction Point: NZMS 260 : F41 : 073519

This document is a deemed permit within the meaning of Sections 413 - 417 of the Resource Management Act 1991. It is a renewal of permit 2841A which was granted in substitution of WR2832Cr which was granted in Cromwell on 15 April 1910.

Conditions:

1. Priorities:

Permits which can exercise priority over this permit:

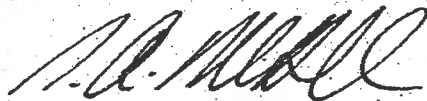
None

Permits over which this permit can exercise priority:

WR2841Cr	15.04.1910	Ramsays Creek	150,000 l/h	E & A C Parcell
WR3029Cr	07.04.1911	Duffers Gully	150,000 l/h	E & A C Parcell

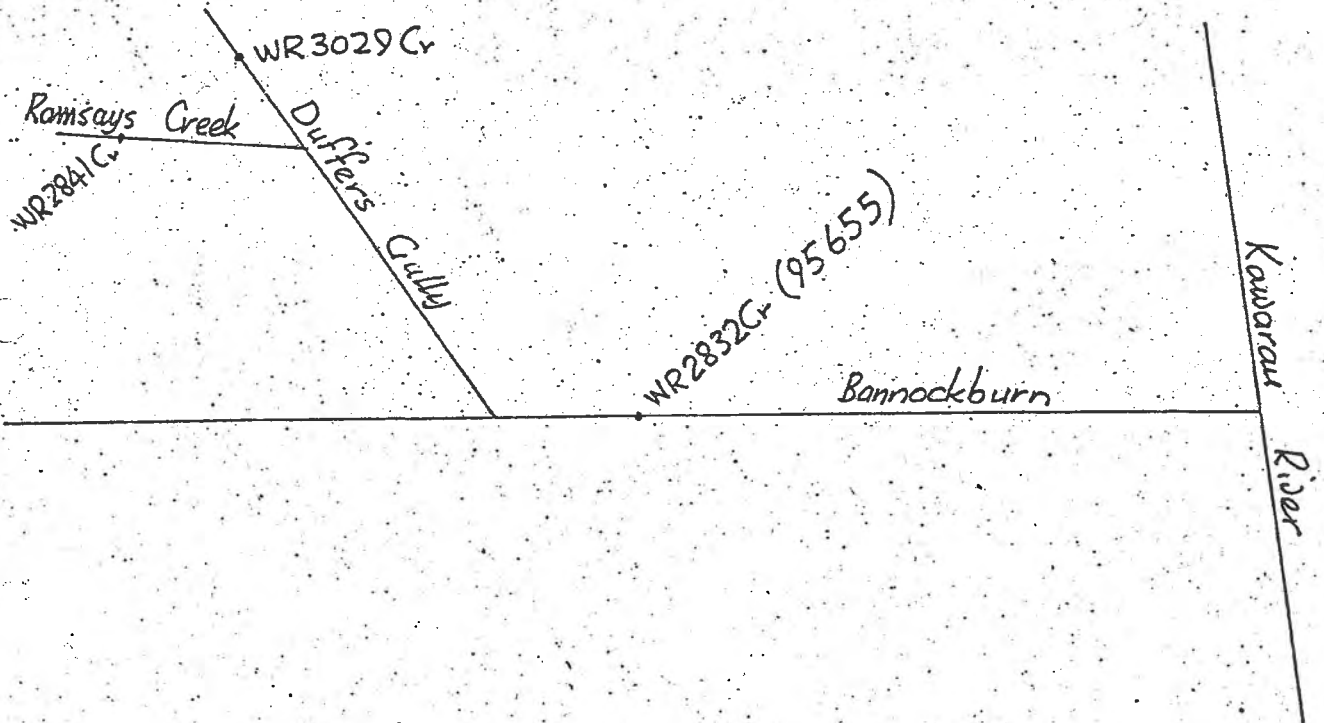
2. Appended is a schedule of provisions from the former Water and Soil Conservation Amendment Act 1971 that may apply to this deemed permit, plus a diagram showing the relative locations of the licences.

Issued at Dunedin this 22nd day of December 1995.


S A McArthur
Director Resource Management
tb sl2 hendel



Mission Statement: "To promote the sustainable management of the region's resources"
70 Stafford Street, Private Bag, Dunedin. Telephone (03) 474-0827. Facsimile (03) 479-0015



WSCA amendment 1971

In this context "current mining privilege" means:

(a) Any mining privilege in respect of water which was subsisting or in force immediately before 1 April 1973 and which was granted under the Mining Act 1926 after 9 September 1966 and

(b) Any mining privilege in respect of water which was so subsisting or in force and which was granted under the Mining Act 1926 or any former Mining Act on or before 9 September 1966 to the extent that it has been authorised under S21(2) of the WSCA 1967 (as amended by WSCA amd 1969)

S4 **Water Race Licence** Every current mining privilege that is a water race licence shall during its currency entitle the holder of the privilege to cut, construct, and maintain a water race, or to use as a water race any natural channel, on the land specified in and in accordance with the conditions of the licence; and also, by means of the race, to divert and use the quantity of water specified in the licence from any watercourse on or running through or adjoining the land in order to continue to supply, sell or dispose of the water for any of the purposes specified in the licence:
provided that where any such licence was granted before 10 September 1966 the diversion and use of water shall be restricted to the extent that it has been authorised under S 21(2) WSCA 1967 (as amended by WSCA amd 1969)

S5 **Dam licence** Every current mining privilege that is a dam licence shall, during its currency, entitle the holder of the privilege to excavate, construct, maintain and use a dam in accordance with conditions of the licence for the storage of water for any of the purposes specified in the licence:
provided that where any such licence was granted before 10 September 1966 the volume of water stored shall not exceed that authorised under S 21(2) WSCA 1967 (as amended by WSCA amd 1969)

S6 **Drainage Area licence** Every current mining privilege that is a drainage area licence shall during its currency, entitle holder of the privilege to the exclusive right to collect and store the water that naturally lies within, or falls upon or percolates through the area of land specified in the licence.

provided that where any such licence was granted before 10 September 1966 the collection and storage of water shall be restricted to the extent that it has been authorised under S 21(2) WSCA 1967 (as amended by WSCA amd 1969)

S7 **Tail-race licence** Every current mining privilege that is a tail race licence shall during its currency entitle the holder of the privilege to cut, construct, and use as a race in order to carry off water tailings, sludge, and other refuse or waste from mining operations within the meaning of the Mining Act 1971, or to serve as a ground sluice or race for saving gold:

Provided that the holder of the privilege shall not be entitled to treat any portion of the tail race as a ground sluice or race for saving gold:

provided that where any such licence was granted before 10 September 1966 the carrying off of the water, tailings, sludge and other refuse or waste shall be restricted to the extent that it has been authorised under S 21(2) WSCA 1967 (as amended by WSCA amd 1969)

S8 **Main tail-race licence** Every current mining privilege that is a main tail race licence shall during its currency entitle the holder of the privilege to cut, construct, and maintain a race in order to carry off from such claims or tail races as are specified in the licence any water, tailings, sludge, and other refuse or waste from mining operations within the meaning of the Mining Act 1971:

provided that where any such licence was granted before 10 September 1966 the carrying off of the water, tailings, sludge and other refuse or waste shall be restricted to the extent that it has been authorised under S 21(2) WSCA 1967 (as amended by WSCA amd 1969)

S9 **Mining debris, etc, not to enter public water supply -**

(a) It shall not be lawful to allow the water in any water race, or any watercourse with which any such race is connected or by which it is fed, to be used for the carrying off of any tailings, mining debris, or waste water from mining operations within the meaning of the Mining Act 1971, if the race is held and used by a local authority for the purpose of supplying water to the public:

(b) (a) above shall not apply in the case of any watercourse duly proclaimed under the Mining Act 1926 or any former Mining Act as a watercourse into which tailings, mining debris, or waste water may be discharged, nor in the case of any tail race lawfully discharging into any watercourse below the point at which any water race is connected with or fed by the watercourse and the discharge of the tail race does not, except in unforeseeable circumstances, back up and enter any water race with which it is connected.

S10 **Occupation of land for construction, etc of race or dam.** For the purposes of the construction, maintenance and improvement of any race or dam for which a current mining privilege has been granted, and for the deposit of soil and other matter removed from the race or dam, the privilege shall, during the currency thereof, entitle the holder of the privilege to occupy the land forming the course of the race or, as the case may be, the site of the dam, and also such other land as is specified in that behalf in the privilege.

S11 **Retention of right of priority** Every holder of a current mining privilege who holds a right that was conferred by the Mining Act 1926 or any former Mining Act, and was in force at 1 April 1973 entitling him to exercise the privilege with priority over any other user of water shall retain that right of priority during the currency of the privilege and of any right granted to him under the WSCA 1967 in substitution for the privilege on its expiry, until he agrees in writing to a lower order of priority in respect of the privilege and the agreement is notified in writing to the consent authority.

S12 (1) On the application in writing of a holder of a current mining privilege, the Consent authority shall supply the holder with a certificate in writing as to the

order of priority, as disclosed by its records, of the privilege in relation to any other current mining privilege or right granted under the principle Act.

(2) Every certificate given under this section shall be admitted by all Courts as sufficient evidence of the order of priority specified therein in the absence of proof to the contrary.

S13

Exercise of priority. In any case where the water flowing in any watercourse is insufficient to supply fully all the races lawfully connected therewith, the holder of any right granted or authorised under WSCA 1967 or the holder of any current mining privilege in respect of the watercourse shall, on receipt of a notice in writing from the holder of a superior current mining privilege stating that the supply of water in respect of the superior privilege is less than he is entitled to, forthwith cease to use the water or so much thereof as is required to make up the full supply in respect of the superior privilege; and, if he fails or neglects so to do, he shall be deemed to be wrongfully using the water, in which case the holder of the superior privilege shall be entitled, in any Court of competent jurisdiction, to recover damages for loss of water, and also to restrain by injunction the holder from wrongfully using the same.

S14

Obligations of holders of current mining privileges (1) Except as otherwise provided in the WSCA 1967 or as authorised by a current mining privilege, the holder of any such privilege shall, as such holder,-

(a) Not alter the intake of the water, or use for diverting the water any race other than the race authorised by the privilege;

(b) Not exercise the privilege except for the purpose authorised thereby;

(cd) not exercise the privilege in such manner as to injure directly any structure, building, bridge, or public road;

(d) Take such action as the consent authority may direct to prevent any water that he may lawfully divert from running to waste;

(e) Not have any right or remedy whatsoever against any person in respect of the discharge of tailings, debris, refuse, or waste water into any watercourse by that person in the lawful carrying on of mining operations within the meaning of the Mining Act 1971;

(f) Comply fully with all conditions and restrictions attaching to the privilege, except to the extent that any may be dispensed with in writing by the consent authority for such period as the consent authority may specify;

(g) Maintain in good repair, order, and condition, to the satisfaction of the consent authority, all bridges and culverts permitting public or private access over water races which have been constructed to enable the privilege to be exercised;

(h) Record in such manner, and furnish to the consent authority such information in respect of the exercise of the privilege as the consent authority may from time to time require.

S16

(1) No current mining privilege shall confer any right to the use of natural water as against any person requiring a reasonable quantity for his own domestic needs or for the needs of animals for which he has any responsibility or for or in connection with fire-fighting purposes.

(2) In the event of any dispute arising as to what constitutes a reasonable quantity of water for the purposes of subsection (1) of this section, the consent authority, after hearing the parties to the dispute, shall determine the matter;

and the consent authority, after hearing the parties to the dispute, shall determine the matter; and the consent authority's decision shall be final and conclusive.

S19(1) The Governor-General may take, purchase or acquire any current mining privilege as for a public work under the Public Works Act 1981 or otherwise, and hold, sell or lease or otherwise dispose of the privilege to any person in the same manner in as respects as if he were a private person.

S19(4) A current mining privilege held by or on behalf of the Crown shall not be determinable by the effluxion of time, but shall notwithstanding anything in this Act, continue in force until surrendered by the Crown by notice in writing to the consent authority.

S19(5) The Crown or any duly authorised person on the Crown's behalf may use or authorise the use of any current mining privilege held by the Crown for any purpose in connection with a public work or for any purpose for which it was being used at the commencement of this Part of this Act.

23(1)(b) A current mining privilege held by a local authority shall not be determinable by the effluxion of time, but shall continue in force notwithstanding the expiry of the term for which it was granted, until it is surrendered by the local authority by notice in writing to the consent authority.

S30 (1) The consent authority shall, on payment of the prescribed fee, furnish to any person applying for it, a certified copy of any current mining privilege held by the consent authority under this Part of this Act.

(2) Every such certified copy shall be received in evidence for all purposes for which the original privilege might be put in evidence.

S32 (1) On the receipt by the District Land Registrar of -

(a) A surrender under the principal Act of all or part of a current mining privilege; or

(b) A copy of an order of the Court cancelling the current mining privilege - he shall note the particulars on his record copy of the privilege affected.

(2) If a current mining privilege has been wholly surrendered, or has been cancelled by the Court, and notice of the existence of the privilege appears on a certificate of title, lease, licence to occupy, provisional register, or other instrument of title under the Land Transfer Act 1952, the District Land Registrar shall, on receipt of notice of the surrender or cancellation from the consent authority, note the certificate of title, lease, licence to occupy, provisional register, or other instrument, to the effect that the privilege has been surrendered or cancelled, as the case may be.

Appendix 13: Copy of an unregistered Deemed Permit pursuant to Section 413-417 of the Resource Management Act 1991 in favour of Edgar Parcell and Anne Christine Parcell, in consent 96187



Otago
Regional
Council

COUNTERPART

Consent No.: 96187

DEEMED PERMIT

This is a Deemed Permit pursuant to Sections 413-417 of the Resource Management Act 1991

Name: Edgar Parcell and Anne Christine Parcell

Address: C/- Checketts McKay, P O Box 184, Cromwell

to take 150,000 litres per hour from Ramseys Gully

For a term expiring: 1 October 2021

For the purpose of: irrigation

Legal description of consent location: Run 339C, Block V, Bannockburn Survey District

Map reference at point of taking: NZMS 260: F42:043517

This document is a deemed permit within the meaning of Sections 413-417 of the Resource Management Act 1991. It is a renewal of permit 2862A which was granted in substitution of water race licence WR 2841Cr, which was granted on 15 April 1910 in Cromwell.

Conditions

1. The following priorities attach to this permit:
WR2841CR 150,000 litres per hour

Permits which can exercise priority over this permit:
WR1725Cr

Permits over which this permit can exercise priority:
NIL

2. Appended is a schedule of provisions from the former Water and Soil Conservation Amendment Act 1971 that may apply to this deemed permit.

Issued at Dunedin this 14th day of October 1996.

S A McArthur
Director Resource Management
Sgs12 ParcellP



Water and Soil Conservation Act Amendment 1971

In this context "current mining privilege" means:

- (a) Any mining privilege in respect of water which was subsisting or in force immediately before 1 April 1973 and which was granted under the Mining Act 1926 after 9 September 1966, and
- (b) Any mining privilege in respect of water which was so subsisting or in force and which was granted under the Mining Act 1926 or any former Mining Act on or before 9 September 1966 to the extent that it has been authorised under S21(2) of the WSCA 1967 (as amended by WSCA amd 1969).

S4 **Water Race Licence** - Every current mining privilege that is a water race licence shall during its currency entitle the holder of the privilege to cut, construct, and maintain a water race, or to use as a water race any natural channel, on the land specified in and in accordance with the conditions of the licence; and also, by means of the race, to divert and use the quantity of water specified in the licence from any watercourse on or running through or adjoining the land in order to continue to supply, sell or dispose of the water for any of the purposes specified in the licence:

provided that where any such licence was granted before 10 September 1966 the diversion and use of water shall be restricted to the extent that it has been authorised under S21(2) WSCA 1967 (as amended by WSCA and 1969).

S5 **Dam Licence** - Every current mining privilege that is a dam licence shall, during its currency, entitle the holder of the privilege to excavate, construct, maintain and use a dam in accordance with conditions of the licence for the storage of water for any of the purposes specified in the licence:

provided that where any such licence was granted before 10 September 1966 the volume of water stored shall not exceed that authorised under S 21(2) WSCA 1967 (as amended by WSCA amd 1969).

S6 **Drainage Area Licence** - Every current mining privilege that is a drainage area licence shall during its currency, entitle the holder of the privilege to the exclusive right to collect and store the water that naturally lies within, or falls upon or percolates through the area of land specified in the licence:

provided that where any such licence was granted before 10 September 1966 the collection and storage of water shall be restrict to the extent that it has been authorised under S 21(2) WSCA 1967 (as amended by WSCA amd 1969).

S7 **Tail-Race Licence** - Every current mining privilege that is a tail race licence shall during its currency entitle the holder of the privilege to cut, construct, and use as a race in order to carry off water tailings, sludge, and other refuse or waste from mining operations within the meaning of the Mining Act 1971, or to serve as a ground sluice or race for saving gold:

provided that the holder of the privilege shall not be entitled to treat any portion of the tail race as a ground sluice or race for saving gold:

provided that where any such licence was granted before 10 September 1966 the carrying off of the water, tailings, sludge and other refuse or waste shall be restricted to

the extent that it has been authorised under S 21(2) WSCA 1967 (as amended by WSCA amd 1969).

- S8 **Main Tail-Race Licence** - Every current mining privilege that is a main tail race licence shall during its currency entitle the holder of the privilege to cut, construct, and maintain a race in order to carry off from such claims or tail races as are specified in the licence any water, tailings, sludge, and other refuse or waste from mining operations within the meaning of the Mining Act 1971:

provided that where any such licence was granted before 10 September 1966 the carrying off of the water, tailings, sludge and other refuse or waste shall be restricted to the extent that it has been authorised under S 21(2) WSCA 1967 (as amended by WSCA amd 1969).

- S9 **Mining Debris, etc, not to enter public water supply -**

(a) It shall not be lawful to allow the water in any water race, or any watercourse with which any such race is connected or by which it is fed, to be used for the carrying off of any tailings, mining debris, or waste water from mining operations within the meaning of the Mining Act 1971, if the race is held and used by a local authority for the purpose of supplying water to the public:

(b) (a) above shall not apply in the case of any watercourse duly proclaimed under the Mining Act 1926 or any former Mining Act as a watercourse into which tailings, mining debris, or waste water may be discharged, nor in the case of any tail race lawfully discharging into any watercourse below the point at which any water race is connected with or fed by the watercourse and the discharge of the tail race does not, except in unforeseeable circumstances, back up and enter any water race with which it is connected.

- S10 **Occupation of land for construction, etc of race or dam.** For the purposes of the construction, maintenance and improvement of any race or dam for which a current mining privilege has been granted, and for the deposit of soil and other matter removed from the race or dam, the privilege shall, during the currency thereof, entitle the holder of the privilege to occupy the land forming the course of the race or, as the case may be, the site of the dam, and also such other land as is specified in that behalf in the privilege.

- S11 **Retention of right of priority** - Every holder of a current mining privilege who holds a right that was conferred by the Mining Act 1926 or any former Mining Act, and was in force at 1 April 1973 entitling him to exercise the privilege with priority over any other user of water shall retain that right of priority during the currency of the privilege and of any right granted to him under the WSCA 1967 in substitution for the privilege on its expiry, until he agrees in writing to a lower order of priority in respect of the privilege and the agreement is notified in writing to the consent authority.

- S12 (1) On the application in writing of a holder of a current mining privilege, the consent authority shall supply the holder with a certificate in writing as to the order of priority, as disclosed by its records, of the privilege in relation to any other current mining privilege or right granted under the principle Act.
- (2) Every certificate given under this section shall be admitted by all Courts as sufficient evidence of the order of priority specified therein in the absence of proof to the contrary.

S13 **Exercise of priority** - In any case where the water flowing in any watercourse is insufficient to supply fully all the races lawfully connected therewith, the holder of any right granted or authorised under WSCA 1967 or the holder of any current mining privilege in respect of the watercourse shall, on receipt of a notice in writing from the holder of a superior current mining privilege stating that the supply of water in respect of the superior privilege is less than he is entitled to, forthwith cease to use the water or so much thereof as is required to make up the fully supply in respect of the superior privilege; and, if he fails or neglects so to do, he shall be deemed to be wrongfully using the water, in which case the holder of the superior privilege shall be entitled, in any Court of competent jurisdiction, to recover damages for loss of water, and also to restrain by injunction the holder from wrongfully using the same.

S14 **Obligations of holders of current mining privileges -**

- (1) Except as otherwise provided in the WSCA 1967 or as authorised by a current mining privilege, the holder of any such privilege shall, as such holder:
- (a) Not alter the intake of the water, or use for diverting the water any race other than the race authorised by the privilege:
 - (b) Not exercise the privilege except for the purpose authorised thereby:
 - (c) Not exercise the privilege in such a manner as to injure directly any structure, building, bridge, or public road:
 - (d) Take such action as the consent authority may direct to prevent any water that he may lawfully divert from running to waste:
 - (e) Not have any right or remedy whatsoever against any person in respect of the discharge of tailings, debris, refuse, or waste water into any watercourse by that person in the lawful carrying on of mining operations within the meaning of the Mining Act 1971:
 - (f) Comply fully with all conditions and restrictions attaching to the privilege, except to the extent that any may be dispensed with in writing by the consent authority for such period as the consent authority may specify:
 - (g) Maintain in good repair, order, and condition, to the satisfaction of the consent authority, all bridges and culverts permitting public or private access over water races which have been constructed to enable the privilege to be exercised:
 - (h) Record in such manner, and furnish to the consent authority such information in respect of the exercise of the privilege as the consent authority may from time to time require.

S16 (1) No current mining privilege shall confer any right to the use of natural water as against any person requiring a reasonable quantity for his own domestic needs or for the needs of animals for which he has any responsibility or for or in connection with fire-fighting purposes.

(2) In the event of any dispute arising as to what constitutes a reasonable quantity of water for the purposes of subsection (1) of this section, the consent authority, after hearing the parties to the dispute, shall determine the matter; and the consent authority, after hearing the parties to the dispute, shall determine the matter; and the consent authority's decision shall be final and conclusive.

S19(1) The Governor-General may take, purchase or acquire any current mining privilege as for a public work under the Public Works Act 1981 as otherwise, and hold, sell or lease or otherwise dispose of the privilege to any person in the same manner in as respects as if he were a private person.

S19(4) A current mining privilege held by or on behalf of the Crown shall not be determinable by the effluxion of time, but shall notwithstanding anything in this Act, continue in force until surrendered by the Crown by notice in writing to the consent authority.

S19(5) The Crown or any duly authorised person on the Crown's behalf may use or authorise the use of any current mining privilege held by the Crown for any purpose in connection with a public work or for any purpose for which it was being used at the commencement of this Part of this Act.

23(1)(b) A current mining privilege held by a local authority shall not be determinable by the effluxion of time, but shall continue in force notwithstanding the expiry of the term for which it was granted, until it is surrendered by the local authority by notice in writing to the consent authority.

S30 (1) The consent authority shall, on payment of the prescribed fee, furnish to any person applying for it, a certified copy of any current mining privilege held by the consent authority under this Part of this Act.

(2) Every such certified copy shall be received in evidence for all purposes for which the original privilege might be put in evidence.

S32 (1) On the receipt by the District Land Registrar of:

(a) A surrender under the principal Act of all or part of a current mining privilege; or

(b) A copy of an order of the Court cancelling the current mining privilege - he shall note the particulars on his record copy of the privilege affected.

(2) If a current mining privilege has been wholly surrendered, or has been cancelled by the Court, and notice of the existence of the privilege appears on a certificate of title, lease, licence to occupy, provisional register, or other instrument of title under the Land Transfer Act 1952, the District Land Registrar shall, on receipt of notice of the surrender or cancellation from the consent authority, note the certificate of title, lease, licence to occupy, provisional register, or other instrument, to the effect that the privilege has been surrendered or cancelled, as the case may be.

Appendix 14: Copy of an unregistered Deemed Permit pursuant to Section 413-417 of the Resource Management Act 1991 in favour of Edgar Parcell and Anne Christine Parcell, in consent 96587



Otago
Regional
Council

COUNTERPART

Consent No.: 96587

DEEMED PERMIT

This is a Deemed Permit pursuant to Sections 413-417 of the Resource Management Act 1991

Name: Edgar Parcell and Anne Christine Parcell

Address: C/- Checketts McKay, P O Box 184, Cromwell

to take 150,000 litres per hour from Duffers Gully

For a term expiring: 1 October 2021

For the purpose of: irrigation

Legal description of consent location: Run 339C, Block V, Bannockburn Survey District

Map reference at point of taking: NZMS 260: F42:044523

This document is a deemed permit within the meaning of Sections 413-417 of the Resource Management Act 1991. It is a renewal of permit 2862A which was granted in substitution of water race licence WR3029Cr, which was granted on 7 April 1911 in Cromwell.

Conditions

1. The following priorities attach to this permit:
WR3029CR 150,000 litres per hour

Permits which can exercise priority over this permit:
WR1725Cr WR2832Cr and WR2841Cr

Permits over which this permit can exercise priority:
NIL

Issued at Dunedin this 14th day of October 1996.

S A McArthur
Director Resource Management
Sgsl2 DParcell



Water and Soil Conservation Act Amendment 1971

In this context "current mining privilege" means:

- (a) Any mining privilege in respect of water which was subsisting or in force immediately before 1 April 1973 and which was granted under the Mining Act 1926 after 9 September 1966, and
- (b) Any mining privilege in respect of water which was so subsisting or in force and which was granted under the Mining Act 1926 or any former Mining Act on or before 9 September 1966 to the extent that it has been authorised under S21(2) of the WSCA 1967 (as amended by WSCA amd 1969).

S4 **Water Race Licence** - Every current mining privilege that is a water race licence shall during its currency entitle the holder of the privilege to cut, construct, and maintain a water race, or to use as a water race any natural channel, on the land specified in and in accordance with the conditions of the licence; and also, by means of the race, to divert and use the quantity of water specified in the licence from any watercourse on or running through or adjoining the land in order to continue to supply, sell or dispose of the water for any of the purposes specified in the licence:

provided that where any such licence was granted before 10 September 1966 the diversion and use of water shall be restricted to the extent that it has been authorised under S21(2) WSCA 1967 (as amended by WSCA and 1969).

S5 **Dam Licence** - Every current mining privilege that is a dam licence shall, during its currency, entitle the holder of the privilege to excavate, construct, maintain and use a dam in accordance with conditions of the licence for the storage of water for any of the purposes specified in the licence:

provided that where any such licence was granted before 10 September 1966 the volume of water stored shall not exceed that authorised under S 21(2) WSCA 1967 (as amended by WSCA amd 1969).

S6 **Drainage Area Licence** - Every current mining privilege that is a drainage area licence shall during its currency, entitle the holder of the privilege to the exclusive right to collect and store the water that naturally lies within, or falls upon or percolates through the area of land specified in the licence:

provided that where any such licence was granted before 10 September 1966 the collection and storage of water shall be restrict to the extent that it has been authorised under S 21(2) WSCA 1967 (as amended by WSCA amd 1969).

S7 **Tail-Race Licence** - Every current mining privilege that is a tail race licence shall during its currency entitle the holder of the privilege to cut, construct, and use as a race in order to carry off water tailings, sludge, and other refuse or waste from mining operations within the meaning of the Mining Act 1971, or to serve as a ground sluice or race for saving gold:

provided that the holder of the privilege shall not be entitled to treat any portion of the tail race as a ground sluice or race for saving gold:

provided that where any such licence was granted before 10 September 1966 the carrying off of the water, tailings, sludge and other refuse or waste shall be restricted to

the extent that it has been authorised under S 21(2) WSCA 1967 (as amended by WSCA amd 1969).

- S8 **Main Tail-Race Licence** - Every current mining privilege that is a main tail race licence shall during its currency entitle the holder of the privilege to cut, construct, and maintain a race in order to carry off from such claims or tail races as are specified in the licence any water, tailings, sludge, and other refuse or waste from mining operations within the meaning of the Mining Act 1971:

provided that where any such licence was granted before 10 September 1966 the carrying off of the water, tailings, sludge and other refuse or waste shall be restricted to the extent that it has been authorised under S 21(2) WSCA 1967 (as amended by WSCA amd 1969).

- S9 **Mining Debris, etc, not to enter public water supply -**

(a) It shall not be lawful to allow the water in any water race, or any watercourse with which any such race is connected or by which it is fed, to be used for the carrying off of any tailings, mining debris, or waste water from mining operations within the meaning of the Mining Act 1971, if the race is held and used by a local authority for the purpose of supplying water to the public:

(b) (a) above shall not apply in the case of any watercourse duly proclaimed under the Mining Act 1926 or any former Mining Act as a watercourse into which tailings, mining debris, or waste water may be discharged, nor in the case of any tail race lawfully discharging into any watercourse below the point at which any water race is connected with or fed by the watercourse and the discharge of the tail race does not, except in unforeseeable circumstances, back up and enter any water race with which it is connected.

- S10 **Occupation of land for construction, etc of race or dam.** For the purposes of the construction, maintenance and improvement of any race or dam for which a current mining privilege has been granted, and for the deposit of soil and other matter removed from the race or dam, the privilege shall, during the currency thereof, entitle the holder of the privilege to occupy the land forming the course of the race or, as the case may be, the site of the dam, and also such other land as is specified in that behalf in the privilege.

- S11 **Retention of right of priority** - Every holder of a current mining privilege who holds a right that was conferred by the Mining Act 1926 or any former Mining Act, and was in force at 1 April 1973 entitling him to exercise the privilege with priority over any other user of water shall retain that right of priority during the currency of the privilege and of any right granted to him under the WSCA 1967 in substitution for the privilege on its expiry, until he agrees in writing to a lower order of priority in respect of the privilege and the agreement is notified in writing to the consent authority.

- S12 (1) On the application in writing of a holder of a current mining privilege, the consent authority shall supply the holder with a certificate in writing as to the order of priority, as disclosed by its records, of the privilege in relation to any other current mining privilege or right granted under the principle Act.
- (2) Every certificate given under this section shall be admitted by all Courts as sufficient evidence of the order of priority specified therein in the absence of proof to the contrary.

S13 **Exercise of priority** - In any case where the water flowing in any watercourse is insufficient to supply fully all the races lawfully connected therewith, the holder of any right granted or authorised under WSCA 1967 or the holder of any current mining privilege in respect of the watercourse shall, on receipt of a notice in writing from the holder of a superior current mining privilege stating that the supply of water in respect of the superior privilege is less than he is entitled to, forthwith cease to use the water or so much thereof as is required to make up the fully supply in respect of the superior privilege; and, if he fails or neglects so to do, he shall be deemed to be wrongfully using the water, in which case the holder of the superior privilege shall be entitled, in any Court of competent jurisdiction, to recover damages for loss of water, and also to restrain by injunction the holder from wrongfully using the same.

S14 **Obligations of holders of current mining privileges -**

- (1) Except as otherwise provided in the WSCA 1967 or as authorised by a current mining privilege, the holder of any such privilege shall, as such holder:
- (a) Not alter the intake of the water, or use for diverting the water any race other than the race authorised by the privilege:
 - (b) Not exercise the privilege except for the purpose authorised thereby:
 - (c) Not exercise the privilege in such a manner as to injure directly any structure, building, bridge, or public road:
 - (d) Take such action as the consent authority may direct to prevent any water that he may lawfully divert from running to waste:
 - (e) Not have any right or remedy whatsoever against any person in respect of the discharge of tailings, debris, refuse, or waste water into any watercourse by that person in the lawful carrying on of mining operations within the meaning of the Mining Act 1971:
 - (f) Comply fully with all conditions and restrictions attaching to the privilege, except to the extent that any may be dispensed with in writing by the consent authority for such period as the consent authority may specify:
 - (g) Maintain in good repair, order, and condition, to the satisfaction of the consent authority, all bridges and culverts permitting public or private access over water races which have been constructed to enable the privilege to be exercised:
 - (h) Record in such manner, and furnish to the consent authority such information in respect of the exercise of the privilege as the consent authority may from time to time require.

S16 (1) No current mining privilege shall confer any right to the use of natural water as against any person requiring a reasonable quantity for his own domestic needs or for the needs of animals for which he has any responsibility or for or in connection with fire-fighting purposes.

(2) In the event of any dispute arising as to what constitutes a reasonable quantity of water for the purposes of subsection (1) of this section, the consent authority, after hearing the parties to the dispute, shall determine the matter; and the consent authority, after hearing the parties to the dispute, shall determine the matter; and the consent authority's decision shall be final and conclusive.

S19(1) The Governor-General may take, purchase or acquire any current mining privilege as for a public work under the Public Works Act 1981 as otherwise, and hold, sell or lease or otherwise dispose of the privilege to any person in the same manner in as respects as if he were a private person.

S19(4) A current mining privilege held by or on behalf of the Crown shall not be determinable by the effluxion of time, but shall notwithstanding anything in this Act, continue in force until surrendered by the Crown by notice in writing to the consent authority.

S19(5) The Crown or any duly authorised person on the Crown's behalf may use or authorise the use of any current mining privilege held by the Crown for any purpose in connection with a public work or for any purpose for which it was being used at the commencement of this Part of this Act.

23(1)(b) A current mining privilege held by a local authority shall not be determinable by the effluxion of time, but shall continue in force notwithstanding the expiry of the term for which it was granted, until it is surrendered by the local authority by notice in writing to the consent authority.

S30 (1) The consent authority shall, on payment of the prescribed fee, furnish to any person applying for it, a certified copy of any current mining privilege held by the consent authority under this Part of this Act.

(2) Every such certified copy shall be received in evidence for all purposes for which the original privilege might be put in evidence.

S32 (1) On the receipt by the District Land Registrar of:

(a) A surrender under the principal Act of all or part of a current mining privilege; or

(b) A copy of an order of the Court cancelling the current mining privilege - he shall note the particulars on his record copy of the privilege affected.

(2) If a current mining privilege has been wholly surrendered, or has been cancelled by the Court, and notice of the existence of the privilege appears on a certificate of title, lease, licence to occupy, provisional register, or other instrument of title under the Land Transfer Act 1952, the District Land Registrar shall, on receipt of notice of the surrender or cancellation from the consent authority, note the certificate of title, lease, licence to occupy, provisional register, or other instrument, to the effect that the privilege has been surrendered or cancelled, as the case may be.

Appendix 15: Copy of an unregistered Deemed Permit pursuant to Section 413-417 of the Resource Management Act 1991 in favour of Kwarau Station Ltd, in consent 99308

Consent No: 99308

DEEMED PERMIT

This is a Deemed Permit pursuant to Sections 413-417 of the Resource Management Act 1991.

Name: Kawarau Station Ltd

Address: Bannockburn, R D 2, Cromwell

to take up to 400,000 litres per hour of water from the Bannockburn

for the purpose of irrigation and stockwater

for a term expiring 1 October 2021

Location of Intake: The upper Bannockburn approximately 500m downstream of the confluence of Duffers Gully and the Bannockburn

Legal description of land adjacent to intake: Run 339C Block VI Bannockburn Survey District.

Map reference: NZMS 260: F42: 072518

This document is a deemed permit within the meaning of Section 413-417 of the Resource Management Act 1991. It is a replacement of water right 3538A which was granted in substitution of water race license 1725Cr which was granted in the Cromwell registry of the Wardens Court and has a split priority date. The first 300,000 litres per hour has a priority date of 24 December 1863 and the remaining 100,000 litres per hour has a priority date of 30 May 1870.

Conditions

1. That the amount of water taken under this right shall not exceed 400,000 litres per hour.
2. Appended is a schedule of provisions from the former Water and Soil Conservation Amendment Act 1971 that may apply to this deemed permit.

Note:

1. Priorities:
 - (a) Although this permit has a split priority it retains the 1st priority ranking under both priority dates.
 Therefore permits which can exercise priority over this permit: **nil**

Permits over which this permit can exercise priority:

Water Race Licence No.	Priority Date	Volume (litres/hour)	Location	Registered Holders
WR2832Cr	15.04.1910	300,000	Bannockburn	D G & R Henderson
WR3029Cr	7.04.1911	150,000	Duffers Gully	E & A C Parcell

NB: This is not a complete priority table for this catchment. The above priorities refer to those mining privilege water rights that could be directly affected by this Deemed Permit.

2. Also appended is a diagram of the relative locations of the permits.
3. That all single domestic and stock water users have right to water before any other user, including mining privilege holders.

Issued at Dunedin this 23rd day of May 2000

Marian Weaver
Manager Resource Administration
 1 p:\sl\kawarau p.doc

Execution Section

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

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

Witness

Occupation

Address

SIGNED by Duncan George Henderson in the presence of:

Witness

Occupation

Address

SIGNED by Rae Henderson in the presence of:

Witness

Occupation

Address