

Crown Pastoral Land Tenure Review

Lease name : HUKARERE STATION

Lease number : PO 009

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.

Aug 14

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Car Parking

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

Otago

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

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Grantor *Sumames must be underlined*

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

Grantee *Sumames must be underlined*

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

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

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

Consideration

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

Operative Clause

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

Dated this day of

Attestation

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

Certified correct for the purposes of the Land Transfer Act 1952

Annexure Schedule

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

Transfer Easement 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 marked [a-a1-a2-r-s, a2-a3 & r-u on the designations plan] "[]" on Deposited Plan/S.O. Plan No [] and includes the "Parking Area"
 - 1.2 "Parking Area" means that part of the Servient Land which is marked [" CP " on the Designations Plan] "[]" on SO Plan No [].
 - 1.3 "Servient Land" means the land owned by the Grantor and described on page 1.
 - 1.4 "Grantee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation and, for the purposes of clauses 2.1 and 2.2, includes any member of the public.
 - 1.5 "Grantor" means the owner of the Servient Land described on page 1 and includes the Grantor's tenants and invitees.
 - 1.6 "Working day" means the period between any one midnight and the next, excluding Saturdays, Sundays and statutory holidays in the place where the Servient Land is located.

Standard Easement Terms

Access

2. The Grantee has the right in common with the Grantor:
 - 2.1 To pass and re-pass at any time over and along the Easement Area on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
 - 2.2 To use, stop and park any motor vehicle on the Parking Area only.
3. The Grantor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Grantor.

Exclusion of Schedules

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

Term

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

Temporary Suspension

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

Annexure Schedule

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

Transfer Easement

Dated

Page of Pages

- 6.1 The Grantee may, at any time in exercise of her/his powers, temporarily close all or part of the Easement Area to members of the public for such period as she/he considers necessary.
- 6.2 For the avoidance of doubt, it is stated that any such temporary closure by the Grantee of all or part of the Easement Area to the public in accordance with clause 6.1 does not affect the rights of the Grantor to continue to access and use the Easement Area.

Dispute Resolution

- 7.1 If a dispute arises between the Grantor and Grantee concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 7.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
- 7.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President for the time being of the New Zealand Law Society.
- 7.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

- 8.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
- (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by email 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 emailed if that day is a working day or, if dispatched after 5.00pm, on the next working day after the date of email.

Gates

9. Where the Grantor wishes to erect fences across the Easement Area, the Grantor shall install a gate not less than 3 metres wide, and:
- 9.1 Install a stile or appropriate facility to allow for public access by foot, horse or non-motorised vehicle.
10. The Grantee has the right:
- 10.1 To mark the Easement Area as appropriate.

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.

DOCDM-1133313
DOCDM-1245166 Public Access and Car Parking Parasol Creek a-a1-a2-r-s, a2-a3 & r-u & CP

Jan 13
July 2013

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

Annexure Schedule

Insert below

“Mortgage”, “Transfer”, “Lease”, etc

Dated

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of

Pages

- 10.2 To erect and maintain stiles and/or gates.
- 10.3 To erect and maintain signs informing the public:
 - (a) of the location of the land managed by the Crown and available for public access and recreation; and
 - (b) of their rights and responsibilities in relation to the Easement Area.
- 10.4 From time to time to modify the surface of the Easement Area so that it becomes and remains fit for the purpose of clauses 2.1 and 2.2 .
- 10.5 To use whatever reasonable means of access he/she thinks fit over the Easement Area to carry out the works in clause 10.1 to 10.4.

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

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Jan 13
July 2013

Annexure Schedule

Insert below

“Mortgage”, “Transfer”, “Lease”, etc

Transfer Easement

Dated

Page of Pages

Special Easement Terms

- 11. The standard easement terms contained above must be read subject to any special easement terms set out below.
- 12. Notwithstanding clause 2.1 access by a member of the public over that part of the Easement Area marked 'a2-a3' on the Designations Plan is on foot only.
- 13. When using the Easement Area members of the public may carry a gun over those parts of the Easement Area marked 'a-a1-a2-r-s, & r-u' on the Designations Plan only if holders of a hunting permit issued by the Director General of Conservation for the land held under the Conservation and Reserves Acts to which the Easement provides access.
- 14. Dogs may only be taken onto the Easement Area with the permission of the Grantor.
- 15. In the event there is a permanent shift in the course of Parasol Creek which results in an accretion of land to the Grantor and the corresponding movement of marginal strips held under Part 4A of the Conservation Act 1987 such that the Easement Area no longer adjoins the marginal strip providing a contiguous right of way, the parties are agreed that:
 - 15.1 The Grantor will grant a right of way on the same terms as are contained herein over the adjoining land of the Grantor between the Easement Area and the marginal strip ("New Easement").
 - 15.2 The New Easement shall adjoin as close as practicable to the line of the Easement Area consistent with the degree of facility provided by the Easement Area, to the intent that the impact on the balance of the Grantor's land shall be minimised.
 - 15.3 The process of addition of a New Easement shall be repeated as often as is required to ensure a contiguous right of way Easement which may be used by the Grantee.
 - 15.4 All costs of surveying, documenting and registering any New Easement shall be met jointly by the Grantor and the Grantee.
 - 15.5 Any dispute arising as to the proper interpretation and application of this clause shall be determined in accordance with the dispute resolution clauses in clause 6 herein.

Continuation of “Attestation”

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

 under a written delegation in the)
 presence of:)

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.

DOCDM-1133313 Jan 13
 DOCDM-1245166 Public Access and Car Parking Parasol Creek a-a1-a2-r-s, a2-a3 & r-u & CP July 2013

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

Annexure Schedule

Insert below

“Mortgage”, “Transfer”, “Lease”, etc

Transfer Easement

Dated

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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.

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DOCDM-1133313
DOCDM-1245166 Public Access and Car Parking Parasol Creek a-a1-a2-r-s, a2-a3 & r-u & CP

Jan 13
July 2013

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

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Car Parking

Land Transfer Act 1952

Law Firm Acting

Solicitor
Legal Services
Department of Conservation
Christchurch

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

Appendix 6: Form of the Public and Minister of Conservation Management Purposes Easement Marked a-b, c-d, e-f, g-g1-g2, g2-g3-h, i-i1-j, k-l, m-n, o-p and g1-g4, g2-g6, g2-g5, i1-i2.on the plan.

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
RELEASED UNDER THE OFFICIAL INFORMATION ACT
Land Transfer Act 1952

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

Land Registration District

OTAGO

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

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Grantor Surnames must be underlined

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

Grantee Surnames must be underlined

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

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

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

Consideration

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

Operative Clause

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

Dated this day of

Attestation

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

Certified correct for the purposes of the Land Transfer Act 1952

Adapted from doc-DM 1133092 Public and Mgmt Purposes Easement
Doc-DM 1245282 Public Access Pomahaka and Side Routes

Solicitor for the Transferee

Annexure Schedule

Insert below
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Transfer Easement

Dated

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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 marked ["a-b", "c-d", "e-f", "g-g1-g2", "g2-g3-h", "i-i1-j", "k-l", "m-n" and "o-p" on the designations plan] "[]" on Deposited Plan/S.O. Plan No [] and that part of the Servient Land being 5 metres wide which is marked [g1-g4, g2-g6, g2-g5 & i1-i2 on the designations plan] "[]" on Deposited Plan/S.O. Plan No [].
- 1.2 "Servient Land" means the land owned by the Grantor and described on page 1.
- 1.3 "Grantee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation; and any member of the public.
- 1.4 "Grantor" means the owner of the Servient Land described on page 1 and includes the Grantor's tenants and invitees.
- 1.5 "Working day" means the period between any one midnight and the next, excluding Saturdays, Sundays and statutory holidays in the place where the Servient Land is located.

Standard Easement Terms

Access

2. The Grantee has the right in common with the Grantor to pass and re-pass at any time over and along the Easement Area on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
3. The Grantor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Grantor.

Exclusion of Schedules

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

Term

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

Temporary Suspension

- 6.1 The Grantee; 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 to members of the public for such period as she/he considers necessary.

Annexure Schedule

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

Transfer Easement

Dated

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of

Pages

6.2 For the avoidance of doubt, it is stated that any such temporary closure by the Grantee of all or part of the Easement Area to the public in accordance with clause 6.1 does not affect the rights of the Grantor to continue to access and use the Easement Area.

Dispute Resolution

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

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

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

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

Notice

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

- (a) be hand delivered to the receiving party; or
- (b) be sent by ordinary post to the receiving party;
- (c) be sent by email 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 emailed if that day is a working day or, if dispatched after 5.00pm, on the next working day after the date of email.

Gates

9. Where the Grantor wishes to erect fences across the Easement Area, the Grantor shall install a gate not less than 3 metres wide, and:

9.1 Install a stile or appropriate facility to allow for public access by foot, horse or non-motorised vehicle.

10. The Grantee has the right:

10.1 To mark the Easement Area as appropriate.

10.2 To erect and maintain stiles and/or gates.

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

Annexure Schedule

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

Transfer Easement

Dated

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of

Pages

- 10.3 To erect and maintain signs informing the public:
 - (a) of the location of the land managed by the Crown and available for public access and recreation; and
 - (b) of their rights and responsibilities in relation to the Easement Area.
- 10.4 From time to time to modify the surface of the Easement Area so that it becomes and remains fit for the purpose of clauses 2.1, 2.2 and 2.3.
- 10.5 To use whatever reasonable means of access he/she thinks fit over the Easement Area to carry out the works in clause 10.1 to 10.4.

Special Easement Terms

- 11. The standard easement terms contained above must be read subject to any special easement terms set out below.
- 12. Notwithstanding clause 2 members of the public may only use the Easement Area during weekends and public holidays between December 1 and May 15 (inclusive).
- 13. No member of the public with a gun or accompanied by a dog is permitted to use the Easement Area without prior permission from the Grantor.
- 14. Notwithstanding Clause 2, no member of the public is permitted to use the Easement Area while on or accompanied by horses without prior permission from the Grantor.

Continuation of “Attestation”

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

Witness (Signature)

Name _____

Address _____

Occupation _____

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

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

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

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access

Land Transfer Act 1952

Law Firm Acting

Solicitor
Legal Services
Department of Conservation
Christchurch

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(except for "Law Firm Acting")

Appendix 7: Form of the easement concession marked s-t on the plan.

Concession number: _____

DATED _____

Between

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

and

**Quintin Jon Hazlett, Rebecca Mary Hazlett, Central Lodge
Trustees 2006 Limited
("the Concessionaire")**

**EASEMENT CONCESSION
UNDER CROWN PASTORAL LAND ACT 1998**



Department of Conservation
Te Papa Atawhai

THIS DOCUMENT is made this day of

PARTIES:

1. **MINISTER OF CONSERVATION**, ("the Grantor")

2. **QUINTIN JON HAZLETT, REBECCA MARY HAZLETT, CENTRAL LODGE TRUSTEES 2006 Limited** , ("the Concessionaire")

BACKGROUND

- A. The land described in Item 1 of Schedule 1 as the Servient Land is a Conservation Area under the management of the Grantor.

- B. The land described in Item 2 of Schedule 1 as the Dominant Land is freehold land of the Concessionaire.

- C. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant a Concession for a Concession Activity in a Conservation Area and a Reserve under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

- D. The Concessionaire wishes to carry out the Concession Activity on the Easement Area subject to the terms and conditions of this Document.

- E. The Grantor has agreed to grant the Concessionaire an Easement appurtenant to the Dominant Land over that part of the Servient Land specified as the Easement Area.

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Structure**” includes a bridge, a culvert, and a fence.

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

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

1.2 In this Document unless the context otherwise requires:

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

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

2.0 GRANT OF APPURTENANT EASEMENT

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

3.0 TERM

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

4.0 COMPENSATION

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

5.0 OTHER CHARGES

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

6.0 CONCESSION ACTIVITY

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

7.0 COMPLIANCE

7.1 The Concessionaire will comply where relevant:

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

8.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

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

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

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

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

9.0 PROTECTION OF THE ENVIRONMENT

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

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

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

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

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

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

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

10. TEMPORARY SUSPENSION

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

11.0 TERMINATION

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

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

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

12.0 INDEMNITIES AND INSURANCE

12.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, agents, contractors, licensees or invitees or otherwise caused as a result of its use of the Easement Area or the Concessionaire's carrying out of the Concession Activity on the Easement Area.

12.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.

12.3 Without prejudice to or in any way limiting its liability under clause 12.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:

(a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Easement Area and covering:

(i) general indemnity for a sum not less than the amount specified in Item 7 of Schedule 1; and

(ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 8 of Schedule 1; and

(b) statutory liability insurance for the amount specified in Item 9 of Schedule 1; and

(c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 10 of Schedule 1.

12.4 With respect to clause 12.3 the Concessionaire must before commencing the Concession Activity and on each renewal of insurance, provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.

13.0 ASSIGNMENT

13.1 The Concessionaire is not to transfer, sublicense, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it without the prior written consent of the Grantor. The Grantor may, in the Grantor's discretion, decline to grant consent under this clause.

13.2 If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document unless the Grantor otherwise provides in writing.

13.3 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.

13.4 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

14.0 DISPUTE RESOLUTION AND ARBITRATION

- 14.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 14.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to mediation with a mediator agreed between the parties.
- 14.3 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Easement Area is located is to appoint the mediator.
- 14.4 In the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions of the Arbitration Act 1996 will apply.
- 14.5 Notwithstanding any provision to the contrary in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the District Law Society in the region in which the Easement Area is located is to appoint the arbitrator. The arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 14.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.
- 14.7 The parties agree that the results of any arbitration are to be binding on the parties.

15.0 NOTICES

- 15.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 11 of Schedule 1.
- 15.2 A notice given in accordance with clause 15.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of pre-paid post, on the third working day after posting;
 - (c) in the case of facsimile, on the Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.

16.0 RELATIONSHIP OF PARTIES

- 16.1 Nothing expressed or implied in this Document shall be construed as:
- (a) conferring on the Concessionaire any right of exclusive occupation or use of the Easement Area;
 - (b) preventing the Grantor from granting similar concessions to other persons;
 - (c) derogating from the rights of the Grantor and the public to have access across the Easement Area.

17.0 SPECIAL CONDITIONS

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

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

Signed by :

for and on behalf of
the Minister of Conservation
pursuant to a written delegation (or designation as the case may be)
in the presence of :

Witness:

Occupation:

Address:

Signed by Quintin Jon Hazlett, Rebecca Mary Hazlett and Central Lodge Trustees 2006 Limited
as Concessionaire by:

Director

Director

SCHEDULE 1

1. **Servient Land:**
Area outlined in pink and labelled CA1 on the Proposed Designations Plan. (see *definition of Servient Land in clause 1.1*)
2. **Dominant Land:** (see *definition of Dominant Land in clause 1.1*)
Areas shaded green and yellow on the Proposed Designations Plan.
3. **Easement Area:** (see *definition of Easement Area in clause 1.1*)
Dashed blue line between the points marked s-t on the Proposed Designations Plan being 20 metres wide centred on the formed farm track.
4. **Concession Activity:** (see *definition of Concession Activity in clause 1.1*)
Droving of farm stock with or without farm dogs and vehicles.
5. **Term:** In perpetuity ___ commencing on _____ (see *clause 3.1*)
6. **Compensation:** A one-off fee has (in effect) been accounted for on behalf of the Grantor as part of the substantive proposal put by the Commissioner of Crown Lands and accepted by the Concessionaire on [date] and for which an approved plan has been registered pursuant to section 65 of the Crown Pastoral Land Act 1998.
(see *clause 4.1*)
7. **Public Liability General Indemnity Cover:** (see *clause 12.3*)
for \$1,000,000
8. **Public Liability Forest & Rural Fire Act Extension:** (see *clause 12.3*)
for \$1,000,000
9. **Statutory Liability Insurance** (see *clause 12.3*)
for \$20,000
10. **Other Types of Insurance:** Not Applicable (see *clauses 12.3*)
11. **Address for Notices (including facsimile number):** (see *clause 15*)
 - (a) Grantor Conservation House, 77 Lower Stuart Street, Dunedin
Telephone (03) 477-0677
Facsimile (03) 477-8626
 - (b) Concessionaire Quintin Jon Hazlett, Rebecca Mary Hazlett, Central Lodge Trustees
2006 Limited
C/- Quintin and Rebecca Hazlett
Hukarere Station, RD3 Tapanui
Telephone (03) 204 0719

&
Central Lodge Trustees C/-ICL Limited, Level 1,
69 Tarbert Street, Alexandra

SCHEDULE 2

Special Conditions

Access

1. In carrying out the Concession Activity the Concessionaire 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.
2. Notwithstanding Clause 9 the Concessionaire may maintain the existing formed track on which the easement lies to a standard suitable for four wheel drive vehicles and stock access.

Appendix 8: Form of the easement concession marked u-u1 on the plan.

Concession number: _____

DATED _____

Between

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

and

**Quintin Jon Hazlett, Rebecca Mary Hazlett, Central Lodge Trustees
2006 Limited
("the Concessionaire")**

**EASEMENT CONCESSION
UNDER CROWN PASTORAL LAND ACT 1998**



Department of Conservation
Te Papa Atawhai

THIS DOCUMENT is made this day of

PARTIES:

1. **MINISTER OF CONSERVATION, ("the Grantor")**
2. **QUINTIN JON HAZLETT, REBECCA MARY HAZLETT, CENTRAL LODGE TRUSTEES 2006 LIMITED**

BACKGROUND

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

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

“**Background**” means the matters referred to under the heading ‘Background’ on page 2 of this Document.

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

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

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

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

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

“**Director-General**” means the Director-General of Conservation.

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

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

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

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

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

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

“**Structure**” includes a bridge, a culvert, and a fence.

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

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

1.2 In this Document unless the context otherwise requires:

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

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

2.0 GRANT OF APPURTENANT EASEMENT

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

3.0 TERM

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

4.0 COMPENSATION

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

5.0 OTHER CHARGES

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

6.0 CONCESSION ACTIVITY

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

7.0 COMPLIANCE

7.1 The Concessionaire will comply where relevant:

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

8.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

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

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

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

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

9.0 PROTECTION OF THE ENVIRONMENT

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

- (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Easement Area; or
- (b) bring any plants, or animals (except those stipulated in Item 4 of Schedule 1) on to the Easement Area; or

- (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or
 - (d) pile or store materials in any place on the Easement Area where they may obstruct the public or create a nuisance; or
 - (e) conduct any noxious, noisome, dangerous or offensive activity on the Easement Area; or
 - (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Easement Area; or
 - (g) disturb or allow stock to disturb any stream or watercourse on the Easement Area; or
 - (h) light any fire on the Easement Area.
- 9.2 The Concessionaire, must at the Concessionaire's expense:
- (a) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Easement Area or any Structure or facility on the Easement Area;
 - (b) comply strictly with the provisions of the Biosecurity Act 1993.
- 9.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 9
- 9.4 The Concessionaire may bring firearms on to the Easement Area for use in connection with the Concession Activity and pest control operations.
- 9.5 The Concessionaire may for purposes of the Concession Activity take onto or use vehicles on the Easement Area on existing formed access tracks only.
- 10. TEMPORARY SUSPENSION**
- 10.1 The Grantor may, at any time in exercise of the Grantor's powers, close all or part of the Easement Area for such period as she/he considers necessary.
- 11.0 TERMINATION**
- 11.1 The Grantor may terminate this Document by notice in writing to the Concessionaire if:
- (a) the Concessionaire breaches any terms of this Document; and
 - (b) the Grantor has notified the Concessionaire in writing of the breach; and
 - (c) the Concessionaire does not rectify the breach within 28 days of receiving notification.
- 11.2 Immediately on termination the Concessionaire must execute a surrender of this Document if the Grantor so requires it.
- 12.0 INDEMNITIES AND INSURANCE**
- 12.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, agents, contractors, licensees or invitees or otherwise caused as a result of its use of the Easement Area or the Concessionaire's carrying out of the Concession Activity on the Easement Area.

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

13.0 ASSIGNMENT

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

14.0 DISPUTE RESOLUTION AND ARBITRATION

- 14.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 14.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to mediation with a mediator agreed between the parties.
- 14.3 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Easement Area is located is to appoint the mediator.
- 14.4 In the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions of the Arbitration Act 1996 will apply.

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

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

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

15.0 NOTICES

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

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

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

16.0 RELATIONSHIP OF PARTIES

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

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

17.0 SPECIAL CONDITIONS

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

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

Signed by :

for and on behalf of
the Minister of Conservation
pursuant to a written delegation (or designation as the case may be)
in the presence of :

Witness:
Occupation:
Address:

Signed by Quintin Jon Hazlett, Rebecca Mary Hazlett and Central Lodge Trustees 2006 Limited
as Concessionaire by:

Director

Director

SCHEDULE 1

1. **Servient Land:**
Area outlined in pink and labelled CA1 on the Proposed Designations Plan. *(see definition of Servient Land in clause 1.1)*
2. **Dominant Land:** *(see definition of Dominant Land in clause 1.1)*
Areas shaded green and yellow on the Proposed Designations Plan.
3. **Easement Area:** *(see definition of Easement Area in clause 1.1)*
Dashed blue line between the points marked u-ul on the Proposed Designations Plan being 10 metres wide centred on the formed farm track.
4. **Concession Activity:** *(see definition of Concession Activity in clause 1.1.)*
Access by vehicle, foot and on or accompanied by horse for accessing the dominant land for farming purposes.
5. **Term:** 21 years commencing on _____ *(see clause 3.1)*
6. **Compensation:** A one-off fee has (in effect) been accounted for on behalf of the Grantor as part of the substantive proposal put by the Commissioner of Crown Lands and accepted by the Concessionaire on [date] and for which an approved plan has been registered pursuant to section 65 of the Crown Pastoral Land Act 1998. *(see clause 4.1)*
7. **Public Liability General Indemnity Cover:** *(see clause 12.3)*
for \$1,000,000
8. **Public Liability Forest & Rural Fire Act Extension:** *(see clause 12.3)*
for \$1,000,000
9. **Statutory Liability Insurance** *(see clause 12.3)*
for \$20,000
10. **Other Types of Insurance:** Not Applicable *(see clauses 12.3)*
11. **Address for Notices (including facsimile number):** *(see clause 15)*
 - (a) Grantor Conservation House, 77 Lower Stuart Street, Dunedin
Telephone (03) 477-0677
Facsimile (03) 477-8626
 - (b) Concessionaire Quintin Jon Hazlett, Rebecca Mary Hazlett, Central Lodge Trustees 2006 Limited
C/- Quintin and Rebecca Hazlett
Hukarere Station, RD3 Tapanui
Telephone (03) 204 0719

&

Central Lodge Trustees
C/- ICL Limited, Level 1,
69 Tarbert Street, Alexandra

SCHEDULE 2

Special Conditions

Access

1. In carrying out the Concession Activity the Concessionaire 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.
2. For the avoidance of doubt this Easement does not provide for the droving of stock on the Easement Area.
3. Notwithstanding Clause 9 the Concessionaire may maintain the existing formed track on which the easement lies to a standard suitable for four wheel drive vehicles.

Appendix 9: Form of the Recreation Concession Marked CA1 on the plan.

Concession number: _____

DATED _____

Between

THE MINISTER OF CONSERVATION
("the Grantor")

and

**QUINTON JOHN HAZLETT AND REBECCA MARY HAZLETT AND
CENTRAL LODGE TRUSTEES 2006 LIMITED**
("the Concessionaire")

CONCESSION DOCUMENT
UNDER THE CROWN PASTORAL LAND ACT 1998
(for Tourism Activities)



Department of Conservation
Te Papa Atawhai

THIS LICENCE is made on this day of

PARTIES:

1. **MINISTER OF CONSERVATION**, ("the Grantor")
2. **QUINTON JOHN HAZLETT , REBECCA MARY HAZLETT and CENTRAL LODGE TRUSTEES 2006 LIMITED**, ("jointly called the Concessionaire")

BACKGROUND

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

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

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

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

“**Annual Management Fee**” means the amount specified in Item 4(b) of Schedule 1 and is the annual fee for administering the Concession imposed by the Grantor under section 60D of the Conservation Act 1987. It includes any variation in that amount following a Concession Activity Fee Review.

“**Background**” means the matters referred to under the heading ‘Background’ on page 1 of this Document.

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

“**Concessionaire**” includes the Concessionaire’s successors, assigns, executors, and administrators.

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

“**Concession Activity Fee**” means the amount specified in Item 4(a) of Schedule 1 and charged by the Grantor for the Concessionaire's right to carry out the Concession Activity on the Land. It includes any variation in that amount following a Concession Activity Fee Review. It also includes, where relevant, the amount which the parties agree to be the new Concession Activity Fee on a renewal of the Document.

“**Concession Activity Fee Payment and Activity Returns Date**” means the date specified in Item 5 of Schedule 1 on which the Concession Activity Fee falls due for payment.

“**Concession Activity Fee Review**” means a review of the Concession Activity Fee determined in accordance with clause 6 of this Document.

“**Concession Activity Fee Review Date**” means the date specified in Item 7 of Schedule 1 on which the Concession Activity Fee Review occurs being at 3 year intervals calculated from the date of commencement of the term of this Document; and includes any additional dates inserted into Item 9 of Schedule 1 following a renewal of this Document.

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

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

“**Director-General**” means the Director-General of Conservation.

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

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

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

“**Penalty Interest Rate**” means the rate specified in Item 6 of Schedule 1.

“**Structure**” includes a bridge, a culvert, and a fence.

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

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

1.2 In this Document unless the context otherwise requires:

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

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

2.0 GRANT OF LICENCE

2.1 In exercise of the Grantor's powers under either section 66 of the Crown Pastoral Land Act 1998 the Grantor **GRANTS** to the Concessionaire a **LICENCE** under section 17Q(1) of the Conservation Act 1987

to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Document.

3.0 TERM

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

4.0 CONCESSION ACTIVITY FEE AND ANNUAL MANAGEMENT FEE

4.1 The Concessionaire must pay to the Grantor in the manner directed by the Grantor on or before the Concession Activity Fee Payment Date specified in Item 5 of Schedule 1:

(a) the Concession Activity Fee plus GST specified in Item 4(a) of Schedule 1; and

(b) the Annual Management Fee plus GST specified in Item 4(b) of Schedule 1.

4.2 If the Concessionaire defaults in payment of the Concession Activity Fee and Annual Management Fee for 14 days after a Concession Activity Fee Payment Date the Concessionaire is to pay interest on the unpaid Concession Activity Fee and Annual Management Fee from the Concession Activity Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 6 of Schedule 1.

4.3 For purposes of clause 6.0, a reference to Concession Activity Fee includes a reference to the Annual Management Fee.

5.0 OTHER CHARGES

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

6.0 CONCESSION ACTIVITY FEE REVIEW

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

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

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

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

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

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

7.0 CONCESSION ACTIVITY

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

8.0 COMPLIANCE

8.1 The Concessionaire will comply where relevant:

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

9.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

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

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

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

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

10.0 PROTECTION OF THE ENVIRONMENT

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

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

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

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

11.0 HEALTH AND SAFETY

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

12.0 TEMPORARY SUSPENSION

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

13.0 ASSIGNMENT

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

14.0 TERMINATION

- 14.1 The Grantor may terminate this Document by notice in writing to the Concessionaire if:
- (a) the Concession Activity Fee or the Annual Management Fee or any other money payable to the Grantor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
 - (b)(i) the Concessionaire breaches any terms of this Document; and
 - (b)(ii) the Grantor has notified the Concessionaire in writing of the breach; and
 - (b)(iii) the Concessionaire does not rectify the breach within 28 days of receiving notification; or
 - (c) the Concessionaire ceases to conduct the Concession Activity; or
 - (d) the Concessionaire is convicted of an offence, related to the Concession Activity, under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or the Resource Management Act 1991; or the Biosecurity Act 1993; or the Health and Safety in Employment Act 1992; or
 - (e) the Concessionaire is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a writ of sale or charging order; or the Concessionaire cease to function or operate.
- 14.2 If the Grantor terminates the Document under this clause 14 all rights of the Concessionaire are to cease absolutely; but the Concessionaire is not to be released from any liability to pay the Concession Activity Fee or Annual Management Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.
- 14.3 The Grantor may exercise the Grantor's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

15.0 INDEMNITIES AND INSURANCE

- 15.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, contractors, or invitees or otherwise caused as a result of its use of the Land or the Concessionaire's carrying out of the Concession Activity on the Land.
- 15.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.
- 15.3 Without prejudice to or in any way limiting its liability under clause 15.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:
- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Land and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 8 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 9 of Schedule 1; and

- (b) statutory liability insurance for the amount specified in Item 10 of Schedule 1; and
- (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 11 of Schedule 1.

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

16.0 ENVIRONMENTAL MONITORING

16.1 The Concessionaire must, during the Term, if required in writing by the Grantor, pay to the Grantor the annual environmental monitoring contribution specified in Item 12 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's conduct of the Concession Activity on the Land.

17.0 FORCE MAJEURE

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

18.0 DISPUTE RESOLUTION AND ARBITRATION

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

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

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

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

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

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

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

19.0 NOTICES

19.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 13 of Schedule 1.

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

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;

- (c) in the case of facsimile, on the Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.

20.0 RELATIONSHIP OF PARTIES

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

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

21.0 OFFENCES

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

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

22.0 ADVERTISING.

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

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

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

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

23.0 EMPLOYMENT OF STAFF.

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

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

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

24.0 VARIATIONS

24.1 The provisions of section 17ZC of the Conservation Act 1987 apply to all variations sought by the Concessionaire.

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

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

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

25.0 CO-SITING.

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

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

25.2 The Grantor will be entitled to require the Concessionaire to obtain at the Concessionaire's expense a report prepared by an independent consultant acceptable to the Grantor confirming the matter specified in clause 25.1.

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

26.0 SPECIAL CONDITIONS

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

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

Signed by _____)
_____)

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

Witness _____

Occupation _____

Address _____

Signed by _____)
Quinton John Hazlett in the presence of :

Witness _____

Occupation _____

Address _____

_____)
Rebecca Mary Hazlett in the presence of:

Witness _____

Occupation _____

Address _____

Central Lodge Trustees 2006 Limited Director(s) in the presence of:

Witness _____

Occupation _____

Address _____

as Concessionaire

SCHEDULE 1

1. **Land:**
An area outlined in pink and labeled CA1 on the Proposed Designations Plan
(see definition of Land in clause 1.1)
2. **Concession Activity:**
Guided hunting, guided horse trekking and guided mountain biking.
3. **Term:**
For of 10 years commencing on the date that an approved plan is registered pursuant to s64 of the Crown Pastoral Land Act 1998 vesting the Land in the Crown as a conservation area.
4. **Concession Fee:**
(a) Concession Activity Fee:
\$10.00 plus GST per client guided per full day (defined as a period of more than 4 hours but no more than 24 hours);

\$5.00 plus GST per client guided per half day (a half day being defined as more than 1 hour but no more than 4 hours); and

\$1.00 plus GST per client guided per hour or less;

OR a minimum of \$200 plus GST per annum for all activity (whichever is the greater).

(b) Annual Management Fee:
\$400.00 plus GST per annum *(see clause 4)*
5. **Concession Activity Fee Payment and Client Activity Returns Date:**
Calculation and payment of concessions activity fee owing for the preceding year *is due* in arrears yearly from the commencement date. The concessionaire is to supply client activity return forms and declaration of fees form attached as Schedule 6 together with the concession activity fee.

(see clause 4)
6. **Penalty Interest Rate:** 15%. *(see clause 4.2)*
7. **Concession Activity Fee Review Date:** At three yearly intervals form commencement date. *(see clause 6)*
8. **Public Liability General Indemnity Cover:** for \$1,000,000 *(see clause 15.3)*
9. **Public Liability Forest & Rural Fire Extension:** for \$1,000,000 *(see clause 15.3)*
10. **Statutory Liability:** for \$20,000 *(see clause 15.3)*
11. **Other Types of Insurance:** Not Applicable *(see clause 15.3)*

Amounts Insured for Other Types of Insurances: Not Applicable *(see clause 15.3)*
12. **Environmental Monitoring Contribution:** Nil *(see clause 16)*

13. **Address for Notices:** *(see clause 19)*
 - (a) Grantor
Conservator, Department of Conservation
Conservation House, 77 Stuart Street, Dunedin
Ph (03) 477 0677
Fax (03) 477 8626

- 13

(b) Concessionaire

Quintin Jon Hazlett, Rebecca Mary Hazlett,
C/- Quintin and Rebecca Hazlett
Hukarere Station, RD3 Tapanui
Telephone (03) 204 0719

&

Central Lodge Trustees 2006 Ltd
Registered Office
C/- ICL Limited,
Level 1,
69 Tarbert Street, Alexandra

SCHEDULE 2

Special Conditions

A General (applying to all concession activities)

1. Note: The public have unrestricted access rights to the Land. The Grantor may erect signposts and mark access routes through the Land for the benefit of the public.
2. The Concessionaire shall actively promote and, by all practicable means, cause all clients to adhere to the attached Environmental Care Code and the Water Care Code at all times. (Schedule 3)
3. Prior to the commencement of the concession activities the Concessionaire must have been advised that the Grantor is satisfied with the safety plan prepared pursuant to Clause 11.0 of this Licence.
4. The Concessionaire shall provide evidence (at the same time as providing their client activity return) satisfactory to the Grantor that the Concessionaire's safety plan is current and operational. If the evidence provided by the Concessionaire is not satisfactory to the Grantor, the Concessionaire shall (at the Concessionaires expense) provide the Grantor with a recently completed audit (no more that 30 days old) of the safety plan.
5. The Concessionaire must report all incidents and accidents of what so ever nature and whether or not the subject of an official search and rescue operation to the Grantor. At the request of the grantor the Concessionaire must supply a report in writing of any inquiry into the cause of an incident, or accident, and if in the opinion of the Grantor the inquiry reveals that a reasonable standard of safety was not maintained and/or the Concessionaire, their servants, or employees or agents were negligent then the Grantor may determine this concession. The Concessionaire must at the request of the Grantor make available any employee, servant or agent who in the opinion of the Grantor might assist in any such enquiry.
6. The Concessionaire shall remove all rubbish, including waste food, associated with the Concession Activity from the Land at the conclusion of each trip.
7. The Grantor shall be entitled to send any officer of the Department of Conservation on any of the Concession Activities to assess their impact on conservation values, and compliance with terms and conditions of this Licence. The costs of such assessment are recoverable from the Concessionaire.
8. The Concessionaire shall ensure that all human waste, that cannot be disposed of in the already existing toilet facilities, is buried a minimum of 50 metres away from water source and courses.
9. The Grantor reserves the right to apply restrictions on the Concession Activity of the Concessionaire, or withdraw all or part of the Land or Concession Activity approved, if in the opinion of the Grantor the Concession Activity granted is having, or may have, and adverse effect on the physical or social environment and the effect cannot be avoided, remedied or mitigated to an extent satisfactory to the Grantor. The Concessionaire shall not be entitled to any compensation in the event of such action being taken.
10. The Concessionaire shall complete the Client Activity Return forms, attached as Schedule 6, six monthly from the commencement date of the concession each and every year. The Activity Return forms should clearly illustrate, where the activities have occurred using the catchment locations provided by the Department. This can be by grid references, GPS points or a physical description or marked on the attached map. This will help the Department with planning for the area.
11. The Concessionary must comply with the Didymo prevention and cleaning protocols as set out in Schedule 7 after contact (including equipment, boats, clothing and other items) with any waterway.
12. The Concessionaire must comply with the Horse Riding Care Code protocols as set out in Schedule 5.

Guided Hunting Conditions:

13. The activity is limited to the following:

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days?)
N/A	5	20	7	Either

14. The Concessionaire is to limit the party size to the maximum part size identified in the table above.
15. The Concessionaire shall not guide any hunting part in the concession area without having first obtained hunting permits to cover all members of the specific hunting party.

Guided Horse Trekking Conditions:

16. The activity is limited to the following:

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days?)
N/A	9	20	7	Either

17. The Concessionaire is to limit the party size to the maximum party size identified in the table above.
18. The Concessionaire shall limit the number of horses transporting party members on any one guided trek to nine (including guide's horse) at a time.
19. The Concessionaire shall in respect to horse management:
- a. Ensure that horses eat cooked feeds/grains or other treated hard feed during the two days before entering the Land so as to minimize the risk of weed seed spread or the Concessionaire shall take all practical steps to ensure that horse food originates from the Concessionaire's property and does not contain any weed seeds not already in the area.
 - b. Ensure horses' hooves are cleaned before being transported to the Land.
 - c. Ensure horse manure is scattered so as not to create a nuisance for other uses of these areas. Manure should not be scattered onto river beds or waterways, wetlands and tarns or any other unmodified or sensitive ecosystem.
 - d. Ensure horses are discouraged from grazing on native foliage whilst on the Land.
 - e. Ensure horses are fed from nose-bags if they need feeding whilst on the Land.
 - f. Ensure horses stay on designated tracks and roads at all times.
 - g. Ensure that wet weather trekking is avoided in order to minimize track and road damage.
 - i. Ensure that horses avoid wet and swampy areas.
20. The Concessionaire must ensure that it adheres to the Horse Riding Care Code (Appended in Schedule 5) and ensure that Horses are secured at all times when on land administered by the Department of Conservation and not being ridden or driven.

Guided Mountain Biking Conditions:

21. The activity is limited to the following:

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days?)
N/A	9	20	7	Either

22. Guides and clients must follow the routes marked as red dashed lines on the plan attached as Schedule 8. The Concessionaire may use appropriate tools and machinery to conduct basic maintenance along this these tracks and must create cut outs where necessary to prevent water damage from occurring.
23. The Concessionaire shall comply with the Mountain Bikers' Off-Road and Track Courtesy Code. See Schedule 4 of the permit document.
24. The concessionaire is responsible for scrutinizing mountain bikes for cleanliness with respect to the introduction and dispersal of weeds and didymo. Mountain bikes having evidence of material suitable for transportation of seeds will require cleaning prior to entering conservation areas.
25. The Concessionaire shall show consideration to other track users at all times, by giving way to those on foot, and by not impeding access or excluding other users from the areas used by its guides and clients.

SCHEDULE 3

Environmental Care Code

Protect Plants and Animals

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

Remove Rubbish

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

Bury Toilet Waste

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

Keep Streams and Lakes Clean

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

Take Care With Fires

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

Camp Carefully

When camping, leave no trace of your visit.

Keep to the Track

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

Consider Others

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

Respect Our Cultural Heritage

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

Enjoy Your Visit

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

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

Water Care Code

Find Out First

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

Stay on Established Tracks and Use Existing Facilities

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

Take Care of Your Gear

Careless use of equipment can harm wildlife and other users.

Remove Rubbish

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

Dispose of Toilet Waste Properly

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

Be Careful with Chemicals

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

Respect Our Cultural Heritage

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

Take Only the Food You Need

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

Consider Plants and Animals

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

Consider Other People

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

SCHEDULE 4

Mountain Bikers' Off-Road & Track Courtesy Code

Keep to formed roads and tracks:

Ride MTB and multi-use tracks only.

Ask permission from landowners before heading out.

Respect others:

Always give way to walkers. Walkers have the right of way at all times.

It's your responsibility to make room for them on the track.

Overtake with care:

Don't surprise walkers from behind.

Carry a bell or give a yell to inform them that you are coming up behind them.

Respect the land:

Leave no trace and never skid or drop rubbish.

Leave gates as you find them.

Keep your bicycle under control:

Control your speed – don't go so fast that you can't stop within the visible distance ahead of you.

Avoid excessive braking:

Heavy rear braking can damage the track surface, especially after rain.

Never spook animals:

When passing a horse from behind, speak to the rider to make them and their horse aware of your presence.

Ask the rider for instruction on how to pass (depending on the condition of the track and the temperament of the horse).

When the rider gives you the all clear, pass slowly and steadily as sudden movements can spook a horse.

Respect yourself:

Always inform others of your trip times and destination.

Carry a first aid kit, adequate warm clothing, a repair kit, food and water.

SCHEDULE 5

HORSE RIDING CARE CODE

Riding with care for the environment and others:

Always be observant and avoid unduly disturbing unstable or erosion prone soils. Do not take horses into fragile natural areas with a high conservation value. They can damage natural ecosystems by trampling and grazing.

Avoid horses denuding vegetation, especially during stays of more than one night.

When using tracks shared with mountain bikers, walkers and four wheel drivers, don't approach a blind corner faster than a walk: other users may be just around the corner.

Ensure that portable yards are relocated each night.

Rather than risking damage to fragile creeks, streams and riverbanks, select firm, stony crossings. Use bridges wherever possible as this will help to ensure good water quality and limit erosion. Ford creeks at designated crossings at a 90 ° angle to the banks.

Carry and use canvas or collapsible buckets and/or pump and hose where possible to water and wash horses. Wash horses at least 50 metres away from watercourses.

Only allow your horse to eat weed free feed at least 48 hours prior to entering conservation areas. Weed free feed includes clean chaff, pellets and cracked, rolled or steamed grains. Never take meadow hay as it often contains seed. When carrying hard feed, take a nosebag for your horse. It minimises spillage and adding to the food supply of rats.

Undertake some basic education in weed identification and possibly even assist DOC in quickly identifying and eliminating new outbreaks of problem species.

Remove horse manure in areas of high public use. Dispose of or scatter horse manure from overnight camp sites so that it degrades faster.

Use tree protectors on nightlines to prevent trees from being damaged. Incorporate stops in line to prevent horses becoming entangled around trees.

Where possible make nightline length 15 meters or more to reduce concentrated impact.

Always camp horses well clear of watercourses (at least 50 metres away). Water horses downstream from where other campers get their water.

Take all your rubbish with you from campsites - don't bury it.

SCHEDULE 6

Client Activity Return Form
Month/Year/.....

Supplying this information to the Department not only helps us to collect the fees for your activity, more importantly it helps us to understand the visitor use patterns and trends on public conservation lands. This information is critically important and helps us to manage the effects of all activities including the cumulative impacts on conservation and recreation values. We need to know how many trips you make to each site and the party size of each trip. If you make more than one trip to the same site on the same day please record each trip on a new line (see example below). We appreciate your time and efforts to supply this information accurately and promptly.

Date	Main Activity (Guided walking etc)	Area/Sites Visited Site /location/ routes used	Duration of trip (No. of hours)	No. of Clients (Clients + Guides)	Other facilities used (Hut names, campsite locations etc.)

Summary

	Total number of Clients per ½ day	Fee/Client per ½ day	Total number of Clients per whole day	Fee/Client per whole day	Total Fees Payable
		\$5.00		\$10.00	\$
Plus GST					\$
SUB TOTAL					\$
Less Minimum Fees Paid					\$
TOTAL FEE PAYABLE					\$

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

Signed by:

Date / /

Thanks again for your help

Didymo Prevention Guidelines

Stop the Spread

Didymo is an invasive freshwater alga that can form massive blooms, smothering rocks, submerged plants and other material. Didymo is made up of cells that cannot be seen with the naked eye until large colonies form. It only takes one of these cells to survive and be transported to a nearby waterway for Didymo to spread. Didymo cells thrive in freshwater and if you are cleaning with freshwater you are helping to keep them alive.

Didymo is an unwanted organism under the Biosecurity Act 1993. Under the Act those knowingly spreading an unwanted organism can be liable for up to five years' imprisonment and/or a \$100,000 fine.

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

The Concessionaire shall, when moving items (including all persons, equipment and vehicles that have contact with water) between waterways:

1. **Check:** Before leaving the river or lake, remove all obvious clumps of algae and look for hidden clumps. Leave them at the affected site. If you find any later, do not wash them down drains. Treat them with the approved cleaning methods below and put them in a rubbish bin.

CLEAN: There are several ways to kill didymo. Choose the most practical treatment for your situation which will not adversely affect your gear.

Non-absorbent items

- **Detergent:** soak or spray all surfaces for at least one minute in 5% dishwashing detergent or nappy cleaner (two large cups or 500mls with water added to make 10 litres); OR
- **Bleach:** soak or spray all surfaces for at least one minute in 2% household bleach (one small cup or 200mls with water added to make 10 litres); OR
- **Hot water:** soak for at least one minute in very hot water ***kept above*** 60 °C (hotter than most tap water) or for at least 20 minutes in hot water ***kept above*** 45 °C (uncomfortable to touch).

Absorbent items require longer soaking times to allow thorough saturation.

- **Hot water:** soak for at least 40 minutes in hot water kept above 45 °C; OR
- **Hot water plus detergent:** soak for 30 minutes in hot water kept above 45 °C containing 5% dishwashing detergent or nappy cleaner; OR

Freezing any item until solid will also kill didymo.

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

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

- 1. Not move fish, plants, rocks and other river/lake items between waterways.**
- 2. Ensure felt-soled waders and other felt-soled footwear and equipment are not worn in any waterway.**

If you require more information please visit:

www.biosecurity.govt.nz/didymo

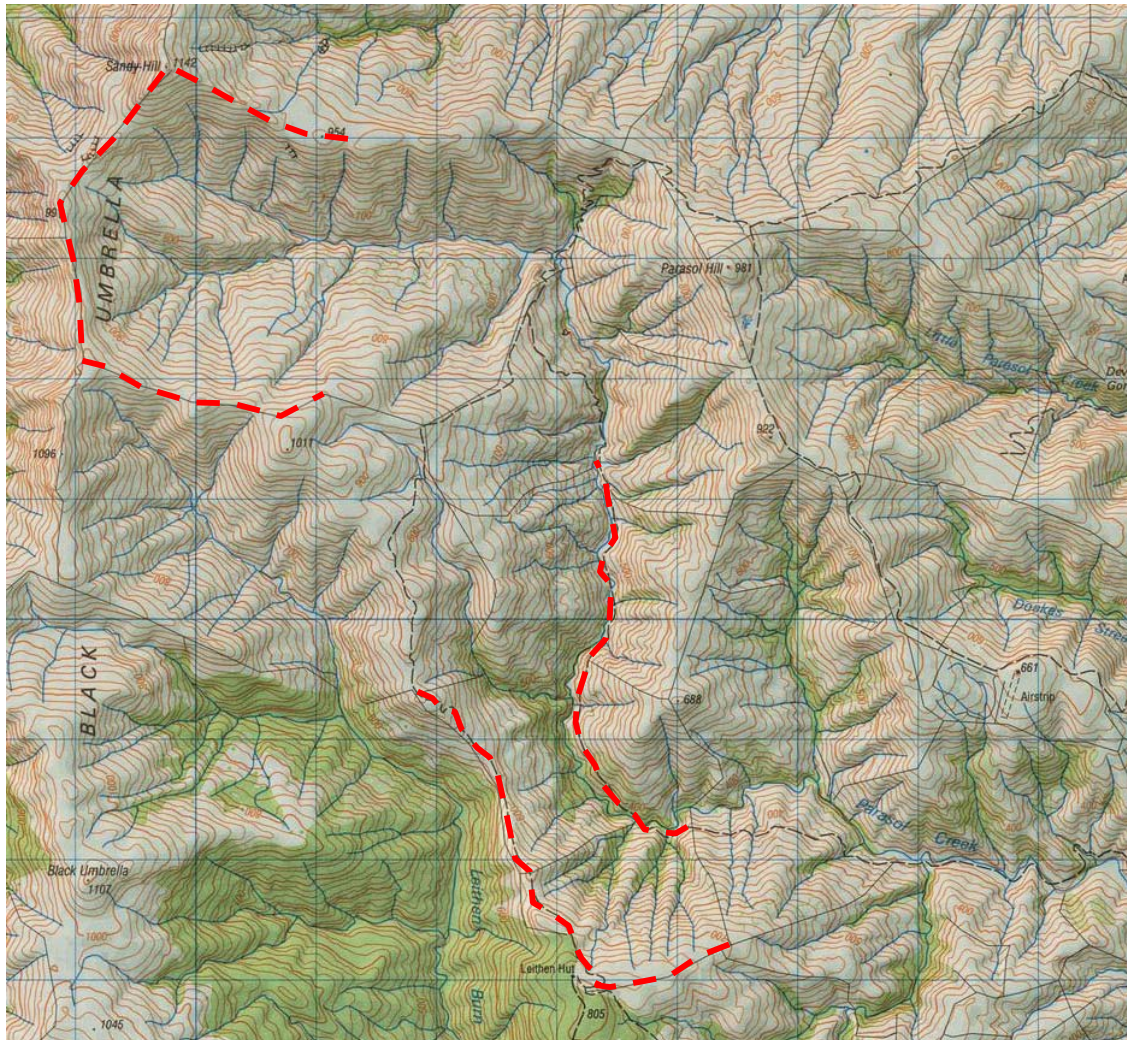
To report a suspected find of Didymo please call 0800 80 99 66

NB: When cleaning equipment, we recommend that you:

- soak porous materials for longer than the specified decontamination times to ensure cleaning solution has soaked right through the item before soaking for the required decontamination time
- choose a decontamination solution that will not adversely affect your equipment
- follow manufacturer's safety instructions when using products
- dispose of cleaning waste well away from waterways

- 25
SCHEDULE 8

Mountain Bike Routes



Appendix 10: Form of the Conservation Covenant Marked CC1-CC7 on the plan.

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

THIS DEED of COVENANT is made the day of

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

AND **MINISTER OF CONSERVATION**

BACKGROUND

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

OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977, and with the intent that the Covenant run with the Land and bind all subsequent Owners of the Land, the Commissioner of Crown Lands and the 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 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 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;
- 1.2.3 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;
- 1.2.4 words importing the singular number include the plural and vice versa;
- 1.2.5 words importing one gender include the other gender;
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.7 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

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 grant to the Minister or authorised agent of the Minister or any employee or contractor of the Director-General, a right of access at all times on and to the Land, with or without motor vehicles, machinery, and implements of any kind, for purposes associated with the management of this Covenant;
 - 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 objectives specified in clause 2.1;
 - 5.1.3 prepare, in consultation with the Owner, a monitoring plan to assist the parties to meet the objectives 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, ASSIGNMENT OR OTHER DEPOSAL 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, notwithstanding that the Land may from time to time be sold or otherwise disposed of.

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 email addressed to the receiving party at the address or email address 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 email, on the day on which it is dispatched if that is a Working Day or, if it is not a Working Day or if it is dispatched after 5.00pm, on the next Working Day after the date of dispatch.

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

10. DEFAULT

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

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

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

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

10.2.1 advise the defaulting party of the default.

- 10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11. DISPUTE RESOLUTION PROCESSES

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

11.2 Mediation

- 11.2.1 if the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
- 11.2.2 if the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

11.3 Failure of Mediation

- 11.3.1 in the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;
- 11.3.2 notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President of the New Zealand Law Society;
- 11.3.3 the parties further agree that the results of arbitration are to be binding upon the parties.

12. JOINT OBLIGATIONS

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

13. FURTHER AGREEMENT AND APPROVAL

- 13.1 Where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.
- 13.2 Where clauses in this Covenant require the approval of the Minister such approval must not be unreasonably withheld.

14. SPECIAL CONDITIONS

- 14.1 Special conditions relating to this Covenant are set out in Schedule 2.
- 14.2 The standard conditions contained in this Covenant 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 comprises multiple parcels as marked on the plan attached and as set out below:

- CC1 (in the lower reaches of Little Parasol Creek) comprising approximately 84 hectares
- CC2 (in the mid reaches of Doakes Creek) comprising approximately 37 hectares
- CC3 (adjacent to the Pomahaka River) comprising approximately 8.5 hectares
- CC4 (in the headwaters of the Parasol Creek) comprising approximately 94 hectares
- CC5 (in the mid reaches of Parasol Creek) comprising approximately xx hectares
- CC6 (two areas in the Devils Gorge adjacent to the Pomahaka River below the Hukarere Crown Rock Road) comprising approximately 11 hectares
- CC7 (two areas in the Devils Gorge adjacent to the Pomahaka River below the Hukarere Crown Rock Road) comprising approximately 8 hectares

2. Address for Service¹

The address for service of the Minister is:

C/- PO Box 5244
DUNEDIN

C/- 77 Stuart Street
DUNEDIN

Fax (03) 477 8626

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

Quintin Jon Hazlett, Rebecca Mary Hazlett, Central Lodge Trustees 2006 Limited
C/- Quintin and Rebecca Hazlett
Hukarere Station, RD3 Tapanui
Telephone (03) 204 0719

&

Central Lodge Trustees
C/- ICL Limited, Level 1,
69 Tarbert Street, Alexandra

E Mail: Q & B Hazlett@farmside.co.nz

¹ State street address as well as any Post Office Box number.

3. Values of Land to be Protected (Section 77, Reserves Act 1977)

Background:

Due to their steep and inaccessible nature these areas have not been developed for farming or pastoral purposes. All areas support shrublands and or forest which collectively contain a suite of botanical values and provide a natural component to the predominantly pastoral landscape.

Values of the Land to be protected

<i>Label on Designation Plan</i>	Values
CC1	<p>Natural Environment, Wildlife habitat (including Riparian) and Freshwater-Life Habitat.</p> <p>Regenerating indigenous shrublands and forest in Little Parasol Creek. In particular: once common and now rare intact low altitude eastern Southland, shrublands and forest possessing rare or notable indigenous plants (including kowhai, tree daisy <i>Olearia fimbriata</i> and <i>O.lineata</i>), riparian habitat and habitat for a diverse insect fauna.</p>
CC2	<p>Natural Environment and Wildlife Habitat</p> <p>Indigenous shrublands and remnant silver beech forest. In particular: now uncommon forest and regenerating shrublands in lowland eastern Southland containing:</p> <ul style="list-style-type: none"> • remnant silver beech forest • rare indigenous plants: <i>O. fimbriata</i>, <i>O. lineata</i>, <i>Uncinia strictissima</i> and <i>Epilobium insulare</i> • habitat for a diverse insect fauna • Halls totara which is uncommon in the Umbrella Ecological District
CC3	<p>Natural Environment (including Riparian) and Freshwater-Life Habitat.</p> <p>Indigenous regenerating shrublands and forest on the margins of the Pomahaka River. In particular: a relatively unmodified indigenous riparian environment with <i>Olearia</i> woodlands including <i>O. lineata</i>.</p>
CC4	<p>Natural Environment</p> <p>Valley floor and side branch beech forest and dense regenerating shrublands.</p>
CC5	<p>Natural Environment and Wildlife Habitat</p> <p>The natural environment consists of rough stream beds, bluffs and some more open country. In particular: once common and now rare in lowland Eastern Southland intact stands of mature beech forest, regenerating forest and floristically diverse shrublands (including <i>O. fimbriata</i>) which provide habitat to a rich distinctive insect fauna including new species, many of which are host specific.</p>
CC6	<p>Natural Environment (including Riparian), Wildlife Habitat and Freshwater-Life Habitat</p> <p>In particular: shrublands contain <i>O. fimbriata</i>, <i>Teucrium parvifolium</i> and <i>O. lineata</i>. <i>Olearia</i> woodlands support a rich distinctive insect fauna including new species, many of which are host specific.</p>
CC7	<p>Natural (including Riparian) Environment and Wildlife Habitat.</p> <p>In particular: relatively unmodified indigenous shrublands on the Pomahaka River containing <i>O. fimbriata</i>, <i>O. lineata</i> and <i>Teucrium parvifolium</i> which support a rich distinctive insect fauna including new species, many of which are host specific.</p>

SCHEDULE 2

1. Monitoring applying to All Parts of the Land

- 1.1. The Minister will establish a photo point monitoring programme to record the condition of the Values and may re monitor the photopoints every two years from establishment date.
- 1.2. The Minister may implement a more comprehensive monitoring programme.
- 1.3. The methodology used for establishing and measuring these plots may be the RECCE method. The RECCE methodology is described Hurst, J.M.; Allen, R.B. 2007b. *The RECCE method for describing New Zealand vegetation – field protocols. Manaaki Whenua – Landcare Research, NZ.* (or updated versions thereof).
- 1.4. The Minister will use the results of the monitoring to determine whether the Land is being managed in a manner which preserves and enhances the Values.

1.2 Special Conditions Applying only to the Specified Parts of the Land

<i>Label on Designation Plan</i>	
CC2	The Owner may lay an over ground pipe (<40mm diameter) through the Land for the purpose of attaining stock water from Doakes Stream.
CC4	1. Clause 3.1.1 is deleted and replaced with: 3.1.1 The Owner must not deliberately or actively encourage stock to graze the Land. It is accepted by the Minister that some stock may wander into the Land in the course of grazing areas which adjoin the Land as the boundary is essentially unfenced.
CC5	1. Notwithstanding Clause 3.1.2 the Owner may undertake vegetation clearance over an area no wider than 10 metres for access to undertake weed control along the line <i>marked a2-a3 on the designations plan.</i>
CC6	1. Clause 3.1.1 is deleted and replaced with: 3.1.1 The Owner must not deliberately or actively encourage stock to graze the Land. It is accepted by the Minister that some stock may wander into the Land in the course of grazing areas which adjoin the Land as the boundary is essentially unfenced.

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

**Solicitor
Department of Conservation
CHRISTCHURCH**

Appendix 11: Form of the existing grant of easement created by transfer 345609 to J E Eason and Sons Limited marked "a-b", "c-d", "e-f", "g-g1-g2-g3-h", "i-j", "k-l", "m-n", "o-p", "g3-g7" and AS.

Information on proposed concessions provided by Director-General of Conservation (section 39 CPL Act).

**Easement Concession – Farm Access/Stock Droving
Hukarere Station PAP-13-04-09**

Explanatory note: This information is required in the event that the CCL accepts the recommendation of the Director-General to designate land as land to be restored to or retained in Crown control subject to the granting of a concession or over which a concession is to be granted. This information must be provided for each concession if more than one is proposed.

1. Description of proposed activities [s.39(a)]:

To provide access for droving of farm stock with or without farm dogs and vehicles.

2. Description of place(s) where proposed activity to be carried out and proposed status [s.39(b)]

Area outlined in pink and labelled CA1 on the Proposed Designations Plan.

3. Description of potential effects of proposed activity and any actions proposed to avoid, mitigate or remedy any adverse effect, [s.39(c)] noting the requirements of s.51(3)(a) and s.51(2)(d) of the CPLA

DOC staff will periodically visit the easement areas over the proposed conservation area for a range of activities including surveillance and control of wild animals, weed control and recreation management and will therefore be aware if the concession activity is having any negative effects.

4. Details of the proposed types of concession:

The proposed easement concession will be under Section 17Q(1) Conservation Act 1987.

5. Proposed duration of concession and reasons for proposed duration [s.39(e)]:

- a) Proposed duration – The easement shall be forever appurtenant to the land of the transferee to which it provides access
- b) Reasons for proposed duration – The tracks on which the easement lies provide the only practical access to parts of the property proposed to be freeholded.

6. Relevant information about the proposed grantee including information relevant to the grantee's ability to carry out the proposed activity [s.39(f)]:

- a) Proposed grantee – Quinton John Hazlett and Rebecca Mary Hazlett, Central Lodge Trustees 2006 Limited.
- b) Relevant information – The proposed concessionaire currently uses the formed tracks over which the easement is proposed. No negative effects associated with the current use of the track have been noted. It is expected

that the concessionaire will honour the terms and conditions of the concession and will have a positive working relationship with Departmental staff.

N.B. *The preparation of this information is not intended to imply consent under s.41 of the CPLA.*

Information on proposed concessions provided by Director-General of Conservation (section 39 CPL Act).

Type of Concession: Farm Management Easement Concession (*u-u1 on the Designations Plan*).

Property Name and File Number: Hukarere

Explanatory note: This information is required in the event that the CCL accepts the recommendation of the Director-General to designate land as land to be restored to or retained in Crown control subject to the granting of a concession or over which a concession is to be granted. This information must be provided for each concession if more than one is proposed.

1. Description of proposed activities [s.39(a)]:

To provide access for farm management purposes, access by vehicle, foot and on or accompanied by horse for accessing the dominant land for farming purposes.

2. Description of place(s) where proposed activity to be carried out and proposed status [s.39(b)]

Area outlined in pink and labelled CA1 on the Proposed Designations Plan. The dominant land is shaded green and yellow on the Proposed Designations Plan.

3. Description of potential effects of proposed activity and any actions proposed to avoid, mitigate or remedy any adverse effect, [s.39(c)] noting the requirements of s.51(3)(a) and s.51(2)(d) of the CPLA

DOC staff will periodically visit the easement area over the proposed conservation areas for a range of activities including surveillance and control of wild animals, weed control and recreation management and will therefore be aware if the concession activity is having any negative effects.

4. Details of the proposed types of concession:

The proposed easement concession will be under Section 17Q(1) Conservation Act 1987.

5. Proposed duration of concession and reasons for proposed duration [s.39(e)]:

- a) Proposed duration – 21 years
- b) Reasons for proposed duration – The Concessionaires dominant land is not landlocked without this Easement. 21 years provides for a high degree of certainty. Under the Conservation Act a longer term would require exceptional circumstances.

6. Relevant information about the proposed grantee including information relevant to the grantee's ability to carry out the proposed activity [s.39(f)]:

- a) Proposed grantee – Quinton Jon Hazlett and Rebecca Mary Hazlett, Central Lodge Trustees 2006 Limited.

- b) Relevant information – The proposed concessionaire currently uses the formed tracks over which the easement is proposed. No negative effects associated with the current use of the track have been noted. It is expected that the concessionaires will honour the terms and conditions of the concession and will have a positive working relationship with the Department staff.

N.B. *The preparation of this information is not intended to imply consent under s.41 of the CPLA.*

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 Quintin Jon Hazlett in the presence of:

Witness

Occupation

Address

SIGNED by Rebecca Mary Hazlett
in the presence of:

Witness

Occupation

Address

SIGNED by Central Lodge Trustees
2006 Limited

Witness

Occupation

Address

Director

Name of Director:

Director

Name of Director: