

Crown Pastoral Land Tenure Review

Lease name: MT ALFORD

Lease number: PC 052

Substantive Proposal - Part 1

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

November

05

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

Date: 19 July 2005.

Parties

Holder: Mt Alford Station Limited
Alford Forest Settlement Road
RD 1
ASHBURTON

Commissioner of Crown Lands:

C/- Quotable Value New Zealand
Broadway Building
62 Riccarton Road
CHRISTCHURCH

The Land

Lease: Mt Alford

Legal Description: Rural Section 36413, Rural Section 36415, Rural Section 36416 and Part Run 278

Area: 878.8141 hectares

Certificate of Title/Unique Identifier: CB529/66

Summary of Designations

Under this Proposal, the Land is designated as follows:

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

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2 Conditions

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

3 Settlement

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

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

4 Holder's Payment

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

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

5 Commissioner's Payment

5.1 The Commissioner shall pay the Commissioner's Payment to the Holder on the Settlement Date.

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

6 Vesting of Crown Land

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

7 Issue of Certificate of Title

7.1 Notwithstanding any other provision in this Proposal, the Commissioner will not request that the Surveyor-General issue a certificate to the Registrar pursuant to section 116 of the Land Act 1948 (to enable a certificate of title to issue for the Freehold Land) unless and until:

- (a) the Commissioner has received the Holder's Payment from the Holder under clause 4, and all other money payable by the Holder under this Proposal and the Notice;
- (b) the Holder has provided to the Commissioner duplicate copies of the certificate of title relating to the Lease (if any) and/or the Lease if requested by the Commissioner;
- (c) the Holder has signed and returned to the Commissioner all documents required by the Commissioner to be signed by the Holder to give effect to this Proposal (including, without limitation, any permit, covenant, easement and/or any other document); and
- (d) the Holder has procured a registrable discharge of any Mortgage and provided this to the Commissioner together with any new mortgage documents to be registered against the Freehold Land.

8 Registration of Documents

7.1 Subject to clause 7, the Commissioner will lodge all documents necessary to give effect to this Proposal (including, without limitation any easement, covenant, discharge of mortgage, and/or duplicate copy of the Lease) and any new mortgage documents to be registered against the

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

9 Consents

- 9.1 The Holder must obtain the written consent to the Holder's acceptance of this Proposal from all persons having an interest in the Land (other than the Holder), including, but not limited to:
- (a) any Mortgagee(s);
 - (b) any party entitled to the benefit of a land improvement agreement registered against the Lease and/or the Land; and
 - (c) any other person that the Commissioner reasonably believes has an interest in the Land or who the Holder reasonably believes has an interest in the Land, whether registered or not.
- 9.2 The consents required under clause 9.1 must be in a form acceptable to the Commissioner in all respects and be returned to the Commissioner with this Proposal on its acceptance by the Holder. Examples of the form of consents required under clause 9.1 are set out in Appendix 1.
- 9.3 The Holder must also obtain, and provide to the Commissioner if requested, all consents necessary for the Holder to accept this Proposal including (without limitation) any:
- (a) corporate and/or trustee consents; and
 - (b) consent required under the Overseas Investment Act 1973 and the Overseas Investment Regulations 1995.
- 9.4 The Holder will procure the Mortgagee to execute a registrable discharge of the Mortgage and, if required by the Mortgagee, the Holder will execute registrable new mortgage documents and forward these to the Commissioner to be registered as set out in clause 8.
- 9.5 If required by the Mortgagee, the Commissioner will provide an undertaking that, subject to the provisions of clause 7 being satisfied, the Commissioner will register the discharge of the Mortgage and register any new mortgage against the certificate of title for Freehold Land at the same time as the certificate of title for the Freehold Land issues.

10 Continuation of Lease

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

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for any of its improvements, fencing, buildings, structures, fixtures, fittings or chattels which are on the Crown Land as at the Vesting Date.

11 Fencing and Construction

- 11.1 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, the Commissioner will, at its cost, erect new fencing approximately along the line marked as such on the Plan (if any).
- 11.2 The Commissioner will erect the fencing referred to in clause 11.1 according to the specifications in Appendix 3. The ongoing maintenance of the fencing referred to in clause 11.1 will be under the terms of the Fencing Act 1978.
- 11.3 If the Commissioner has not completed any fencing as set out in Appendix 3 by the Settlement Date, the Holder agrees that the Commissioner may register a covenant, on terms entirely satisfactory to the Commissioner (in the Commissioner's sole discretion), over the Freehold Land to enable the Commissioner to complete such fencing. The Holder will do all things necessary (including signing any document) to enable the Commissioner to register such a covenant.
- 11.4 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, the parties will (or the relevant will (as the case may be)) undertake the construction works set out in Appendix 3 on the terms and conditions set out in Appendix 3.

12 Apportionment

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

13 Risk

- 13.1 On and with effect from the Unconditional Date all risk of any nature in respect of the Freehold Land will pass from the Commissioner to the Holder. For the avoidance of doubt, the Holder's current risk in respect of matters arising under the Lease, including, without limitation, the Holder's risk in respect of all improvements, buildings, fencing, fixtures, fittings and chattels, will continue to remain with the Holder until the Lease is deemed to be surrendered under clause 10.2.

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- 13.2 The Holder will be required to comply with its settlement obligations under this Proposal irrespective of any damage to, or destruction of, the Freehold Land prior to the Settlement Date.

14 Survey

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

15 Holder's Acknowledgements

- 13.1 If the Holder accepts this Proposal and that acceptance takes effect under the Act, the Holder acknowledges that:
- (a) it is obtaining the freehold interest in the Freehold Land:
 - (i) "as is", solely in reliance on its own investigations and judgement; and
 - (ii) not in reliance on any representation or warranty made by the Commissioner, its employees, agents or any other person or persons directly or indirectly associated with the Commissioner;
 - (b) the Holder has carried out all inspections of the Freehold Land which the Holder considers necessary to satisfy itself as to all matters relating to the Freehold Land;
 - (c) the Holder, at its cost, is entirely responsible for all work to ensure that the Freehold Land complies with all applicable laws including (without limitation):
 - (i) the Resource Management Act 1991; and
 - (ii) any rule in any plan, resource consent or other requirement issued under the Resource Management Act 1991, and
 - (iii) the Building Act 1991; andthe Holder hereby indemnifies and will indemnify the Commissioner against all losses, damages and expenses incurred by the Commissioner and against all claims made against the Commissioner in respect of any work or costs for which the Holder is liable under this clause 15;
 - (d) nothing in this Proposal is affected by, and the Commissioner has no liability of any nature in respect of, the existence or terms of any leases, licences or other occupation rights of any nature (if any) granted by the Holder in respect of the Land; and
 - (e) the Holder has no claim (and will not have any claim) whatsoever against the Crown and/or Commissioner in relation to the Tenure Review and/or this Proposal, including (without limitation) any claim for any misrepresentation or for any loss or damage suffered whether in contract, tort (including negligence) or otherwise.

16 No Representations or Warranties by the Commissioner

- 16.1 The Commissioner gives no representations or warranties of any nature in respect of the Freehold Land. Without limitation, the Commissioner does not warrant:

- (a) the accuracy of any matter in the Notice or this Proposal or in any notice, or any correspondence or other information provided to the Holder by the Commissioner or by any agent, contractor or employee of the Commissioner; or
- (b) that the Freehold Land is or will remain suitable for the Holder's use; or
- (c) that the Freehold Land complies with all or any statutory, territorial authority or any other legal requirements affecting or relevant to the Freehold Land.

17 Acceptance

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

18 Solicitors Certificate

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

19 Default

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

20 Goods and Services Tax

- 20.1 The Commissioner and the Holder warrant to each other that they are registered for GST purposes.
- 20.2 On the 10th working day following the Unconditional Date, the Commissioner will provide to the Holder a GST invoice in respect of the supply evidenced by the Holder's Consideration. The invoice will specify the Commissioner's GST Date.
- 20.3 The Holder will pay GST on the Holder's Consideration to the Commissioner by bank cheque on the Commissioner's GST Date, time being of the essence.
- 20.4 On the 10th working day following the Unconditional Date, the Holder will provide to the Commissioner a GST invoice in respect of the supply evidenced by the Commissioner's Consideration.
- 20.5 The Commissioner will pay GST on the Commissioner's Consideration to the Holder on the Commissioner's GST Date, time being of the essence.
- 20.6 Where any GST is not paid to the Commissioner or to the Holder (as the case may be) in accordance with this clause 20, the Holder will pay to the Commissioner, or the Commissioner will pay to the Holder (as the case may be), upon demand and together with the unpaid GST:
 - (a) interest, at the Default Rate, on the amount of the unpaid GST and which will accrue from the Commissioner's GST Date until the date of payment of the unpaid GST; and

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(b) any Default GST.

21 Lowest price

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

22 Costs

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

23 No nomination or assignment

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

24 Recreation Permit

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

25 General

- 25.1 This Proposal and the Notice:
- (a) constitute the entire understanding and agreement between the Commissioner, the Crown and the Holder in relation to the Tenure Review; and
 - (b) supersede and extinguish all prior agreements and understandings between the Crown, the Commissioner and the Holder relating to the Tenure Review.
- 25.2 Each provision of this Proposal will continue in full force and effect to the extent that it is not fully performed at the Settlement Date.
- 25.3 The Holder must comply with the Commissioner's requirements for the implementation and settlement of the Tenure Review contemplated by this Proposal.
- 25.4 The Commissioner and the Holder will sign and execute all deeds, agreements, schedules and other documents and do all acts and things as may be reasonably required by the other to effectively carry out and give effect to the terms and intentions of this Proposal.
- 25.5 This Proposal is governed by, and must be construed under, the laws of New Zealand and the Commissioner and the Holder irrevocably submit to the jurisdiction of the New Zealand courts or other New Zealand system of dispute resolution.
- 25.6 The illegality, invalidity or unenforceability of any provision in this Proposal will not affect the legality, validity or enforceability of any other provision.
- 25.7 In relation to notices and other communications under this Proposal:
- (a) each notice or other communication is to be in writing, and sent by facsimile, personal delivery or by post to the addressee at the facsimile number or address, and marked for the attention of the person or office holder (if any), from time to time designated for

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that purpose by the addressee to the other party. Other than the address to which the Holder is to send its acceptance of this Proposal (which the Commissioner will specifically notify the Holder of) the address, person or office holder (if any) for each party is shown on the front page of this Proposal;

- (b) no communication is to be effective until received. A communication will be deemed to be received by the addressee:
- (i) in the case of a facsimile, on the working day on which it is despatched or, if despatched after 5.00 p.m. on a working day or, if despatched on a non-working day, on the next working day after the date of dispatch;
 - (ii) in the case of personal delivery (including, but not limited to, courier by a duly authorised agent of the person sending the communication), on the working day on which it is delivered, or if delivery is not made on a working day, on the next working day after the date of delivery; and
 - (iii) in the case of a letter, on the fifth working day after mailing (postage paid).

26 Interpretation

26.1 Definitions

In this Proposal unless the context otherwise requires:

Act means the Crown Pastoral Land Act 1998;

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

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

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

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

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

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

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

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

Freehold Land means the land set out in Schedule Three;

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

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

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

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

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

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

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

Mortgagee means the holder of any Mortgage;

Notice means the notice to the Holder setting out:

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

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

Plan means the plan of the Land showing all designations on page 2 of this Proposal;

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

Settlement Date means the settlement date defined in clause 3.1;

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

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

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

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

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

26.2 Construction of certain references

In this Proposal, unless inconsistent with the context:

- (a) a reference to a certificate of title includes a reference to a computer register;
- (b) words importing a gender include all genders;
- (c) reference to a statute includes reference to all enactments that amend or are passed in substitution for the relevant statute and to all regulations relating to that statute;
- (d) words in the singular include the plural and vice versa;
- (e) reference to a month means a calendar month;

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

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Schedule One: Provisions relating to the Schedule One Land

1 Details of Designation

- 1.1 Under this Proposal the land shown edged in pink and labeled "R2(Scenic)", "R5(Scenic)" and "R6(Scenic)" on the Plan, being 28.5 hectares (approximately) is designated as land to be restore to or retained in full Crown ownership and control as scenic reserve.

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Schedule Two: Provisions relating to the Schedule Two Land

1 Details of designation

1.1 Under this Proposal the land shown edged in pink and labeled "R1(Scenic)", "R3(Scenic)" and "R4(Scenic)" on the Plan, being 89 hectares (approximately) is designated as land to be restored to or retained in Crown control as scenic reserve subject to:

- (a) the granting of the easement concession (shown marked in dark green and labelled as "g-s", "n-t" and "f-f1" on the Plan) substantially as set out in Appendix 4.

2 Information Concerning Proposed Easement Concession as set out in Appendix 4

2.1 Description of proposed activity:

An easement concession to the adjoining landholder for the installation and maintenance of a pipe line for water supply purposes at one location and for farm management purposes at two other locations.

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

The water supply concession easement is from a stream through a proposed extension to Alford Scenic Reserve. A water supply pipe will leave the stream and will follow around to the boundary of the proposed extension to the reserve. The pipeline will be approximately 300m long. The easement be from E2388502 N5734476 to E2388303 N5734447 on Topographic Map 260 – K36 and is marked as "g-s" on plans associated with this proposal.

The farm management easements follow in one case of existing 4 wheel drive farm track through a proposed extension of the Alford Scenic Reserve marked "f-f1" and, in the other case, a rough track just inside the boundary of the proposed reserve below Mt Alford from E2387682 N5734609 to E2387397 N5735158 on Topographic Map 260 – K36 and marked "n-t".

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

The water easement is for the construction and maintenance of a water pipeline which will be necessary to supply water for stock. The stock have previously had direct access to the stream and this will now be prevented by fencing to protect the forestry adjoining the stream. The pipeline will be installed and maintained by manual methods with limited use of machines and there will be little adverse effect to the proposed reserve.

The Concession document ensures that the provisions of the Conservation Act apply and that any maintenance of the pipeline is the responsibility of the Concessionaire.

The farm management easements are along an existing 4-wheel drive farm track and a rough track. The principle user of the easement will be the holder of the adjoining freehold, as they will allow Mt Alford Station to have access between two pieces of freehold. The easements provide the only practical direct access for the holder.

Continual and indiscriminate use, and natural erosion may cause the tracks to deteriorate and become impassable. The easements are only 10 metres in width so that any localised damage will be confined to a limited area. The Concession document ensures that the provisions of the Conservation Act apply.

Any maintenance of the tracks is the responsibility of the Concessionaire.

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Stock movement along the tracks may cause some localised grazing and weed problems. However this situation will be closely monitored and the Concessionaire has the responsibility of controlling weeds. Slow stock drive will be actively discouraged. These access routes have been in place for many years and it is not anticipated that farm use will increase markedly.

2.4 **Details of the proposed type of concession:**

A Concession easement under S. 59A Reserves Act 1977.

2.5 **Proposed duration of concession and reason for proposed duration:**

Proposed duration: Easement in Perpetuity

The water easement is critical to the operation of Mt Alford Station as the major streams in this area are all being protected and fenced off from stock. It is essential that there be an assured water supply for stock and a pipeline is the only way of ensuring this is the case. The access routes are practical routes and allow the operation of Mt Alford Station to continue in an efficient manner. This access ways allow the holder to farm the freehold land in an economic and sustainable way, and the easement must be for the longest possible term to give the holder permanent access rights.

Relevant information: Mt Alford Station has entered into this review voluntarily. The proposed water supply and farm management easement is essential for ongoing management of the farm and there will be minimal effect on the proposed reserves.

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Schedule Three: Provisions relating to the Schedule Three Land

1 Details of designation

- 1.1 Under this Proposal the land shown edged in light green on the Plan, being 761.3 hectares (approximately) is designated as land to be disposed of by freehold disposal to the Holder subject to:
- (a) Part IVA of the Conservation Act;
 - (b) Section 11 of the Crown Minerals Act 1991;
 - (c) The conservation covenant for protection of an archaeological site (shown coloured in yellow wash and marked "CC(Archaeological)" on the Plan) substantially as set out in Appendix 5;
 - (d) The easement substantially as set out in Appendix 6.
 - (e) The continuation in force of registered easement number A313734.2 being a right of way easement in gross marked "A" and "B", a right to convey telecommunications marked "C" and a right to convey electric power marked "D" on Survey Office Plan SO19643, and further shown marked as "a-b-o-o1" on the Plan granted in favour of Vodafone New Zealand Ltd.
 - (f) The continuation in force of registered easement number A5189308.1 being a right of way easement in gross marked "A" and a right to convey electric power in gross marked "B-C" and a right to convey telecommunications in gross marked "D" on Survey Office Plan SO19377, and further shown marked as "a-b-o-p-r" on the Plan granted in favour of Telecom New Zealand Ltd.
 - (g) The continuation in force of a Land Improvement Agreement, registered number 306610.1 pursuant to S30A Soil Conservation of Rivers Control Act.

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Schedule Four: Provisions relating to the Schedule Four Land

1.1 Nil

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Schedule Five: Conditions

Nil

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Appendix 1: Consents – Example of Mortgagee Consent

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

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

Dated:

SIGNED by [])
in the presence of:)

Witness Signature:

Witness Name:
Occupation:
Address:

17/05/05 gmg

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

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

Dated:

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

Witness Signature: _____

Witness Name:
Occupation:
Address:

MRH gmc

Appendix 2: Example of Solicitors Certificate

Certifications

I [] hereby certify as follows:

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

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

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

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

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

Yours faithfully
[signed by principal of law firm]

Handwritten signature

Appendix 3: Indicative Fencing and Construction Requirements

1.0 Indicative fencing specifications for pricing purposes:

1.1 Background:

The agreement between the Commissioner of Crown Lands (Commissioner) and Directors of Mt. Alford Station Limited (Mt Alford) requires the erection of deer fences on new and as yet unfenced boundaries of Scenic Reserve areas and fencing related to an easement marked on the attached plans, on a cost sharing basis. The Commissioner will pay the cost of erecting a conventional wooden post and seven wire fence only and Mt Alford will pay an agreed value (the additional costs) associated with the erection of deer fences.

To calculate the additional costs the Commissioner acting through its contractor will, prior to the calling of tenders, enter into consultations with Mt Alford for the purpose of agreeing on the additional costs to be paid for by Mt Alford. On the reaching of the said agreement the Commissioner will proceed to seek competitive prices for the erection of deer fences the indicative requirements are set out under Part A of these specifications.

The parties to the Substantive Proposal reserve the right, failing agreement between the parties on the quantum of the additional costs, for the Commissioner to proceed to seeking competitive prices for the erection of conventional fences the indicative requirements are set out under Part B of these specifications.

For the avoidance of doubt the Commissioner in calling for competitive prices will seek a cost for the erection of deer fences only, unless in the circumstances as outlined in the previous paragraph the parties prior agree to the erection of conventional fences in which event prices will be called for conventional fences only. Indicative deer and conventional fence requirements set out under Parts A and B are included to specify the type of deer fence to be erected and the alternative of conventional fence construction is included only should the parties not come to an agreement on the additional costs.

1.2 Other fencing work:

In addition to new fences, repairs will be required to fences at two locations, as set out under sections 3 and 4.

Part A DEER FENCE REQUIREMENTS AND FENCE REPAIRS

2. Indicative requirements for new deer fences

The fencing specifications call for the erection of post and netting deer fences to the following indicative requirements:

- 2.1 3.0 metre x 200 mm treated timber strainer posts with 2.7 metre x 125 mm stay posts to be used for gateways and end of strains.
- 2.2 2.7 metre x 125 mm treated intermediate posts to be used at no greater than 5 metre gaps or at lesser intervals on appropriate high and low points as required. 2.0 metres to remain out of the ground. 2.7 metre x 175 mm treated intermediate posts are to be used for corners, angles and the back post for box stays.
- 2.3 Six 1.9 metre high x 4.25 metre wide deer gates to be erected at points marked "DGT4" and one 1.9 metre x 3 metre deer gate at point marked DGT3. Recommended layout for the two deer gates at point "O" on the plan is shown on attached diagram labeled "Twin Deer Gates -Point "O".
- 2.4 Two 1.0 metre high x 4.25 metre conventional gates are to be erected at points marked "GT4. One of these is to replace a Taranaki gate at point shown "K" on the plan.
- 2.5 Three 1.8 metre high x 1 metre wide self closing personnel gates are to be erected at points marked "DGT1".

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- 2.6 Galvanised deer netting 1.9 metres high x 13 wires at 300 mm spacing.
- 2.7 One x 4 mm (No 8) galvanized mild steel bottom wire to be 75 mm above the ground.
- 2.8 Lines, as shown on attached map labeled "Line Clearance", are to be mechanically benched to a minimal extent or mechanically cleared of vegetation, loose rock and debris to provide a suitable fence line. This to allow the fence to be erected on the downhill edge of existing tracks and sufficient room for the passage of a 4 wheel motor cycle (track width including provision for fence is to be not more than 4.5 metres), where a track exists. Where a track does not exist the line clearance will be less than 4.5 metre wide.
- Line clearance and or benching includes work on:
- the existing track between GPS point 21 to and including GPS point 17;
 - the existing track between GPS points 5 to 7;
 - a line between GPS points 9 and 24 and then to point 26;
 - a line between GPS points 43 to 45;
 - a line between GPS points 46 to 47;
 - a line between GPS points 55 to 56;
 - a line between GPS points 100 to 67 then to 69;
 - a line between GPS points 77 to 78 and then to the top edge of the bush edge at point 89.
- 2.9 The balance of the fence line will require hand clearing, if applicable.
- 2.10 Leveling is to be carried out at point "O", more particularly between GPS points 9 & 22 to allow the twin deer gates and a personnel gate to be at an even height from the ground surface.
- 2.11 A flood gate will be required over a creek bed between "O-R". Fences will need to be terminated on either side of this creek bed and a separate fence and flood gate installed across the waterway.
- 2.12 Separate fence strains will be specifically required between GPS points "14-15" and "71-72" over possible unstable land or with some falling debris risk.

3. Repairs required to existing fences/ new boundaries

Repairs are required at two locations:

- 3.1 The post and wire fence forming part of the boundary of R1(Scenic) requires repairs to bring it to a stock proof standard for the section between "J-K" on the plan. The repairs are to be carried out using 1.8 metre x 125 mm treated timber posts and will involve the lifting of the fence, supply of and placement of new intermediate posts where necessary, re-staple and check tie downs for approximately 40 metres where the fence passes through a hollow. To re-strain this section of fence.

Anti sink plates are to be used on high spots where soft ground is encountered.

- 3.2 General repairs are required to part of the post and wire fence forming the southern boundary of R2(Scenic) between "W-X" on the plan. This will involve re-straining the wires, re-stapling to existing posts, checking tie downs and the supply and stapling of timber battens at 1 metre gaps.

4. Length and location:

New fences:

mm

Fence is to be erected along the line "A-A1-A2-B-B1-B2-B3-A", "C-D-E-F-G-H", "K-L-M-O-N", "O-R-S-V", "O-P-Q-U", "T-U-V-W", "Y-Z" marked on the plan and a short length within Alford Scenic Reserve descending from "H" to the 4 wheel drive track (approximately 40 metres).

Overall length is approximately 8,600 metres.

Repairs to existing fences:

On boundary of area labeled R1(Scenic) between "J-K" and between "W-X." for R2(Scenic) shown on the plan.

5. Preliminary and General Matters

5.1 New Materials

All materials forming a permanent part of the fence shall be new and shall conform to any relevant New Zealand or international standard.

5.2 Standards

Materials forming a permanent part of the specified fence shall conform to the applicable standard. Such materials shall either identify the applicable standard on the label or certificate from the supplier or manufacturer shall be supplied stating the materials have been manufactured in a process that has been tested and which conforms to that standard.

Current standards that apply to fencing materials include but may not be limited to:

- 3471:1974 (NZS) Specifications for galvanized steel fencing wire plain and barbed.
- 3607:1989 (NZS) Specifications for round and part round timber fence posts.
- 3640:1992 (NZMP) Specifications of the minimum requirements of the NZ Timber Preservation Council Inc.
- D360:1986 (NZS/ASTM) Creosote Treatment
- 4534:1998 (AS/NZS) Zinc and zinc/aluminium alloy coating on steel wire.
- 4680:1999 (AS/NZS) Hot dip galvanized (zinc) coating on fabricated ferrous articles.

Where no applicable standard exists then materials shall be of best quality as generally accepted in the New Zealand farming and fencing industries. Documentation would be required of:

- Manufacturers (or suppliers) warranties and test certificates where applicable.
- Guarantee certificates that transfer to the owners of the completed fences.
- Remedies available under the guarantee.
- Installation instructions for hardware where applicable to the warrantee and guarantee.

5.3 Blasting

Any blasting required to loosen or remove rock shall be undertaken using electric detonators to reduce the risk of fire.

5.4 Drilling

Any rock drilling will be undertaken with a rock drill no larger than 40mm diameter.

5.5 Spiking

Where placement of posts requires spiking, the spike shall be 90mm or more diameter.

6. Materials General

To be used except where these have been specifically modified by the provisions of Clause 7 which shall take precedence.

MPH 9/04

6.1 Deer Netting

Netting shall be 13 x 1.9 x 300 knotted netting

6.2 Strainer posts

Will be 3.0 metre x 200 mm round. All posts are to be ground treated

6.3 Intermediate posts for deer fencing

All posts used will be 2.7 metre x 125 mm round except for angles, corner and the back posts for box stays which will be 2.7 metres x 175 mm round. All posts are to be ground treated.

6.4 Staples

Staples will be 50mm x 4mm barbed galvanized steel.

6.5 Permanent Wire Strainers

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

6.6 Crossing Netting

Netting on creek crossings will be 7 wire galvanized sheep netting.

6.7 Gates

Will be 4.25 metre wide x 1.0 metre high conventional, and 4.25 metre wide x 1.9 metre high deer swung gates. Personnel gates will be 1 metre wide x 1.8 metre high of a self closing design. See diagram attached to these specifications.

The conventional swung gates shall be manufactured of 32 mm 2.6wt galvanized steel pipe frame, suitably braced to withstand normal pressure by beef cattle and fully covered with 50mm chain mesh manufactured from 3.15 mm gauge wire and attached with 2.24 mm galvanized lacing wire.

Deer gates shall be manufactured of 32 mm galvanized steel pipe frame, suitably braced to withstand normal pressure by deer and fully covered with chain link attached with galvanized lacing wire, or using galvanized grid netting.

Personnel gates are to be manufactured to the same standard as stated for deer gates.

6.8 Gate Chains

Gate chains will be galvanized steel chain and staple type.

6.9 Gate Gudgeons

Gudgeons are to be of galvanized steel. Top gudgeon is to be lock through type and the bottom gudgeon a bolt through type.

7. Best Practice

7.1 Best fencing practice must be adhered to on all occasions.

7.2 Strains for deer fences

Length of strains to be determined by the territory. To conform to best practice and if applicable the netting manufacturing recommendations. Strain to account for weather conditions at time of strain.

Length of strain for bottom wire (No 8) to be determined by territory but to not exceed 250 metres.

7.3 Placement of timber strainers, posts and stays

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

mm. gma

All strainers are to be dug in and rammed and footed, or driven. No.8 (4mm) galvanized wire is to be used on foots. Horizontal (box) stays construction method is to be used at strainer posts.

7.4 Placement of netting and bottom wire

Netting is to be located on the grazing side of the boundary with the bottom wire to be 100 mm above the ground.

Post staples are to be driven well in but all the wire to run through.

Netting is to be securely and neatly tied off and strained evenly. Crimp Sleeves are acceptable as well as knots shown in diagram labeled "Deer Netting Knots" attached to these specifications.

A 4 mm (No 8) galvanized mild steel bottom wire is to be placed 75 mm from the ground, on the grazing side of the boundary.

7.5 Gates

Gates must close against a post and be able to fully open back against the fence.

7.6 Erection of self closing personnel gate

To be erected to allow ready passage of pedestrians yet prevent access for livestock. Diagram of suggested approach is attached labeled "Self Closing Pedestrian Gate – Options A & B".

7.7 Netting at creek crossing

Netting to be hung at creek crossing and left to swing. These are not to be attached to the fence.

7.8 Tie Downs

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

All dips and hollows are to be tied down.

7.9 Tie Backs

Tie backs can be used on angle posts or T irons and are permitted on both sides of the fence.

7.10 Benching of the fence line

This includes bulldozing work to clear loose rock and other debris from an old 4 wheel drive track shown marked on the plan labeled "Line Clearance" to allow the fence to be built on the outside edge yet allow the passage of a 4 wheel drive motor cycle. See 2.8 for location of this work.

7.11 Benching of other lines marked on map labeled "Line Clearance"

For boundary fence around "R3(Scenic)" where removal of some rocks, clearing light vegetation and creation of suitable fence line is required, a bulldozer may be more cost effective than manual clearance. This work will extend the life of the fence. See 2.8 for location of this work.

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Part B CONVENTIONAL FENCE REQUIREMENTS

8. Indicative requirements for conventional fences:

- 8.1 Six x 2.5 mm galvanized high tensile wires and the bottom wire being 4 mm galvanized mild steel.
- 8.2 2.4 metre x 200 mm treated timber strainer posts with 1.8 metre x 125 mm stay posts to be used for gateways and end of strains.
- 8.3 1.8 metre x 125 mm treated intermediate posts to be used at 20 metre gaps or at lesser intervals on appropriate high and low points as required. 117 cm (46") to remain out of the ground.
- 8.4 Six steel Y stakes per 20 metres to be used. Y stakes will be mostly 1.5 metre (5') with 1.35 metres (4'6") on rocky ground and 1.7 metre (5'6") to be used on soft ground.
- 8.5 Eight x 4.25 metre and one x 3.65 metre wide gates to be erected, the locations shown marked GT4, DGT3 and DGT4 on the plan. Note- personnel gates would not be required.
- 8.6 Lines, as shown on attached map labeled "Line Clearance", are to be mechanically benched to a minimal extent or mechanically cleared of vegetation, loose rock and debris to provide a suitable fence line. This to allow the fence to be erected on the downhill edge of existing tracks and sufficient room for the passage of a 4 wheel motor cycle (track width including provision for fence is to be not more than 4.5 metres), where a track exists. Where a track does not exist the line clearance will be less than 4.5 metre wide.
 - Line clearance and or benching include work on:
 - the existing track between GPS point 21 to and including GPS point 17;
 - the existing track between GPS points 5 to 7;
 - a line between GPS points 9 and 24 and then to point 26;
 - a line between GPS points 43 to 45;
 - a line between GPS points 46 to 47;
 - a line between GPS points 55 to 56;
 - a line between GPS points 100 to 67 then to 69;
 - a line between GPS points 77 to 78 and then to the top edge of the bush edge at point 89.
- 8.7 The balance of the fence line will require hand clearing, if applicable.
- 8.8 Leveling is to be carried out at point "O", more particularly between GPS points 9 & 22 to allow the twin gates to be at an even height from the ground surface.
- 8.9 One flood gate will be required over a small but deep sided creek between "O-R" on the plan (GPS points 25-26). Fences will need to be terminated on either side of this creek and a separate fence and flood gate installed.
- 8.10 Separate fence strains will be specifically required between GPS points "14-15" and "71-72" over possible unstable land or with some falling debris risk.

9. Repairs required to existing fences/ new boundaries

Repairs are required at two locations:

Refer to section 3.

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10. Length and location:

New fences:

Refer to section 4.

Repairs to existing fences:

Refer to section 4.

11. Preliminary and General Matters

11.1 New Materials

Refer to section 5.1.

11.2 Standards

Refer to section 5.2.

11.3 Blasting

Refer to section 5.3

11.4 Drilling

Refer to section 5.4..

11.5 Spiking

Refer to section 5.5.

11.6 Lacing

The top wire is to be laced to the top of the steel Y stake with 3.15mm (9 gauge) wire.

12 Materials General

To be used except where these have been specifically modified by the provisions of Clause 13 which shall take precedence.

12.1 Wire

Fence wire will be 2.5mm galvanized high tensile steel wires and 4 mm galvanized mild steel all of which are to be of good quality. Tie-downs and tie-backs will be 4mm galvanized mild steel.

12.2 Infill Posts

Infill posts will be steel Y stakes or galvanized T irons for use on high spots.

12.3 Intermediate posts including work described under 3

All posts used will be 1.8 metre x 125mm round and ground treated.

12.4 Stay Block

12 x 2 x 24cm ground treated.

12.5 Staples

Staples will be 50mm x 4mm barbed galvanized steel.

12.6 Permanent Wire Strainers

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

12.7 Crossing Netting

Netting on creek crossings will be 7 wire galvanized sheep netting.

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12.8 Gates

Will be 4.25 metre wide x 1.0 metre high and 3.65 x 1.0 metre high as specified under clause 2.5. The swung gates shall be manufactured of 32 mm 2.6wt galvanized steel pipe frame, suitably braced to withstand normal pressure by beef cattle and fully covered with 50mm chain mesh manufactured from 3.15 mm gauge wire and attached with 2.24 mm galvanized lacing wire.

Note: personnel gates shown marked DGT1 on the plan will not be required.

12.9 Gate Chains

Gate chains will be galvanized steel chain and staple type.

12.10 Gate Gudgeons

Gudgeons are to be of galvanized steel. Top gudgeon is to be lock through type and the bottom gudgeon a bolt through type.

13 Best Practice

13.1 Best fencing practice must be adhered to on all occasions.

13.2 Strains

Length of strains to be determined by the territory but to not exceed 300 metres. To conform to best practice and if applicable the wire manufacturers recommendations. Strain to account for weather conditions at time of strain.

13.3 Placement of timber strainers, posts and stays

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

All strainers are to be dug in and rammed and footed, or driven. No.8 (4mm) galvanized wire is to be used on foots. Stays are to be one third of the way up the posts.

13.4 Placement of wires

Wires are to be located on the grazing side of the boundary with the bottom wire to be 100 mm above the ground.

Post staples are to be driven well in but all the wire to run through.

All wires are to be securely and neatly tied off and strained evenly. Figure 8 knots are to be used on all joins.

13.5 Gates

Gates must close against a post and be able to fully open back against the fence.

13.6 Netting at creek crossing

Netting to be hung at creek crossing and left to swing. These are not to be attached to the fence.

13.7 Tie Downs

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

All dips and hollows are to be tied down.

13.8 Tie Backs

Tie backs can be used on angle posts or T irons and are permitted on both sides of the fence.

MWH JMA

13.9 Benching of the fence line

This includes bulldozing work to clear loose rock and other debris from an old 4 wheel drive track shown marked on the plan labeled "Line Clearance" to allow the fence to be built on the outside edge yet allow the passage of a 4 wheel drive motor cycle. See 2.8 for location of this work.

13.10 Benching of other lines marked on map labeled "Line Clearance"

For boundary fence around "R3(Scenic)" where removal of some rocks, clearing light vegetation and creation of suitable fence line is required, a bulldozer may be more cost effective than manual clearance. This work will extend the life of the fence. See 2.8 for location of this work.

14 Public car park and access along Spoors Road

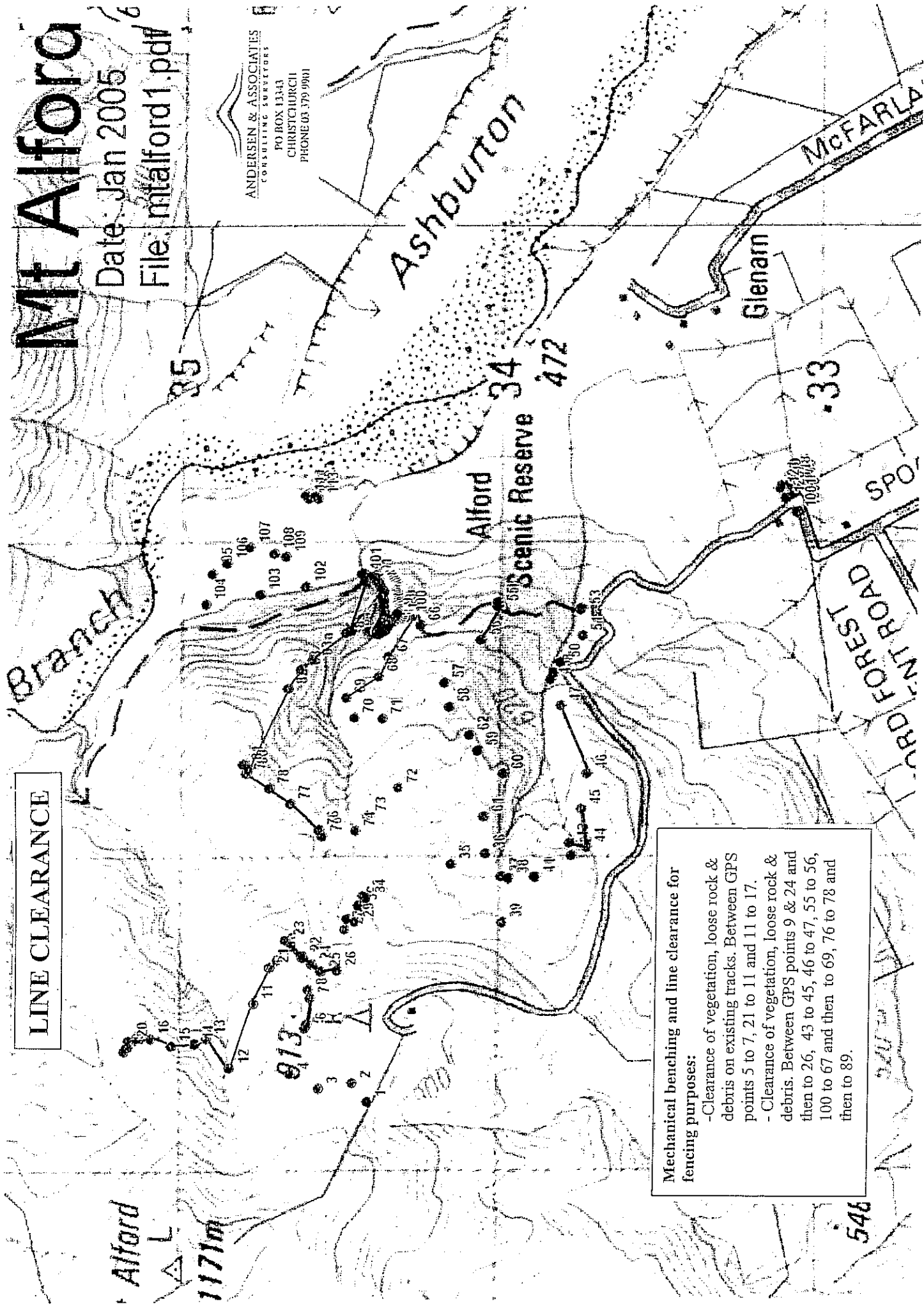
For the avoidance of doubt the Commissioner is responsible for the erection of and meeting the cost of fencing work around the public car park on land shown marked as "R6(Scenic)" on the plan and extending on to existing road reserve but accepts no responsibility for any other work associated with the formation of the car park, its access from Alford Forest Settlement Road or access along Spoors Road to Alford Scenic Reserve, the latter work coming under the Director-General of Conservations jurisdiction.

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Mt Alford

Date: Jan 2005
File: mtaiford1.pdf

ANDERSEN & ASSOCIATES
CONSULTING SURVEYORS
PO BOX 13343
CHRISTCHURCH
PHONE 03 379 9901



LINE CLEARANCE

Mechanical benching and line clearance for fencing purposes:

- Clearance of vegetation, loose rock & debris on existing tracks. Between GPS points 5 to 7, 21 to 11 and 11 to 17.
- Clearance of vegetation, loose rock & debris. Between GPS points 9 & 24 and then to 26, 43 to 45, 46 to 47, 55 to 56, 100 to 67 and then to 69, 76 to 78 and then to 89.

Alford

1171m

913

Alford

Scenic Reserve

34 472

Glenam

McFARLANE

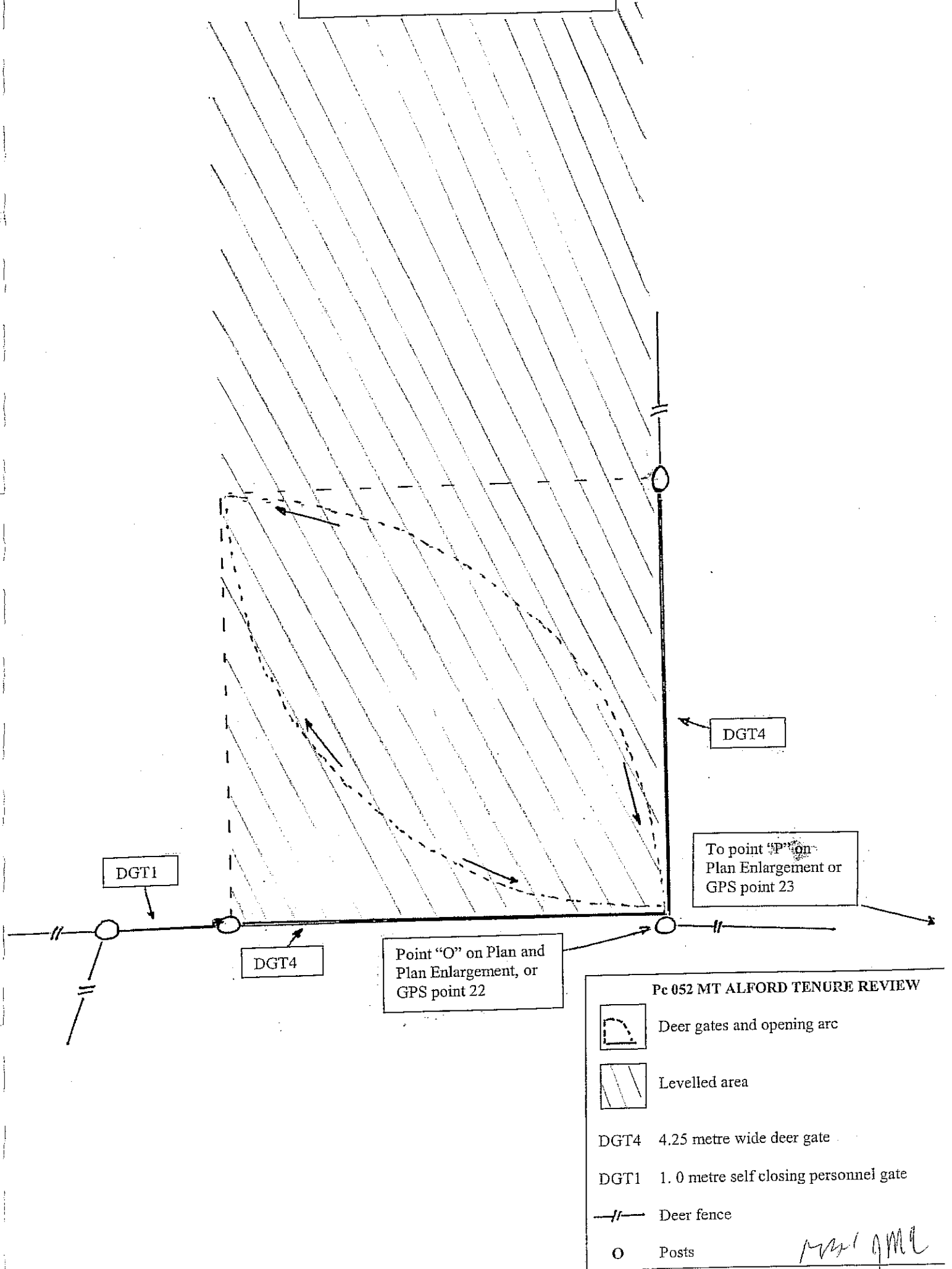
33

SPOTS
ALFORD FOREST ROAD

546

mt gmc

NEEDLE POINT FOR TWIN DEER GATES- POINT "O"



DGT1





DGT4

Point "O" on Plan and Plan Enlargement, or GPS point 22

DGT4

To point "P" on Plan Enlargement or GPS point 23

Pc 052 MT ALFORD TENURE REVIEW

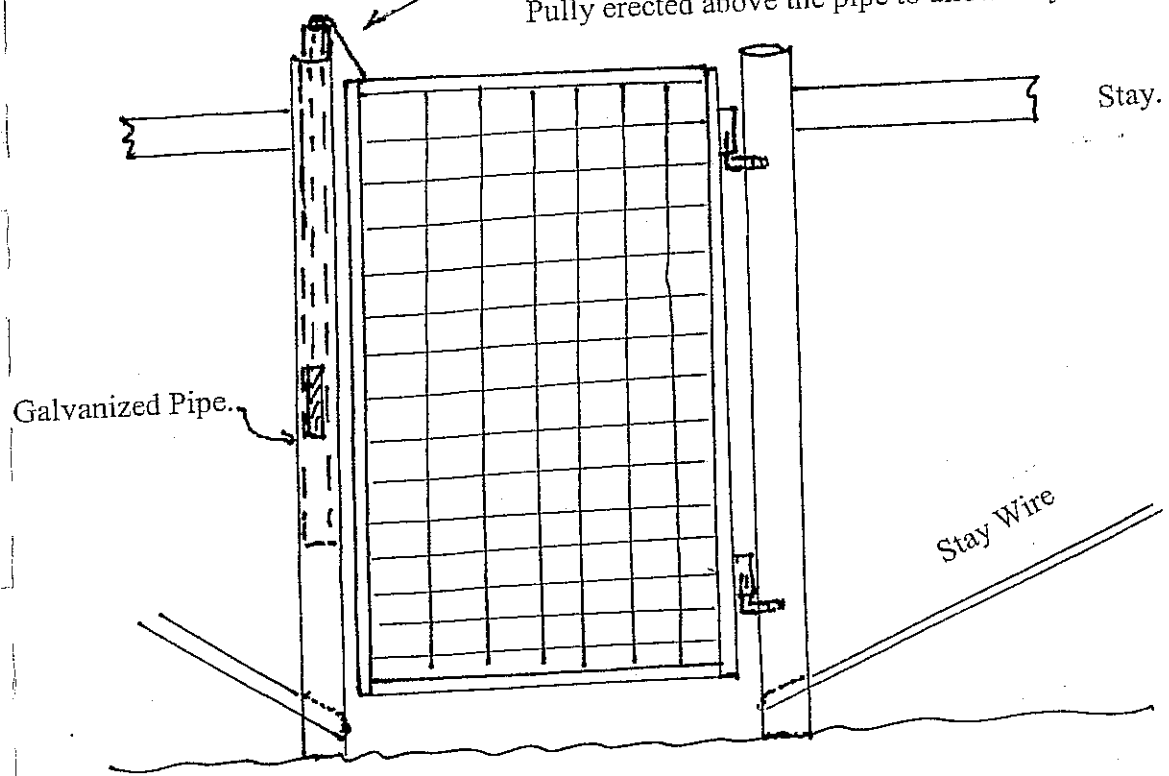
-  Deer gates and opening arc
-  Levelled area
- DGT4 4.25 metre wide deer gate
- DGT1 1.0 metre self closing personnel gate
-  Deer fence
-  Posts

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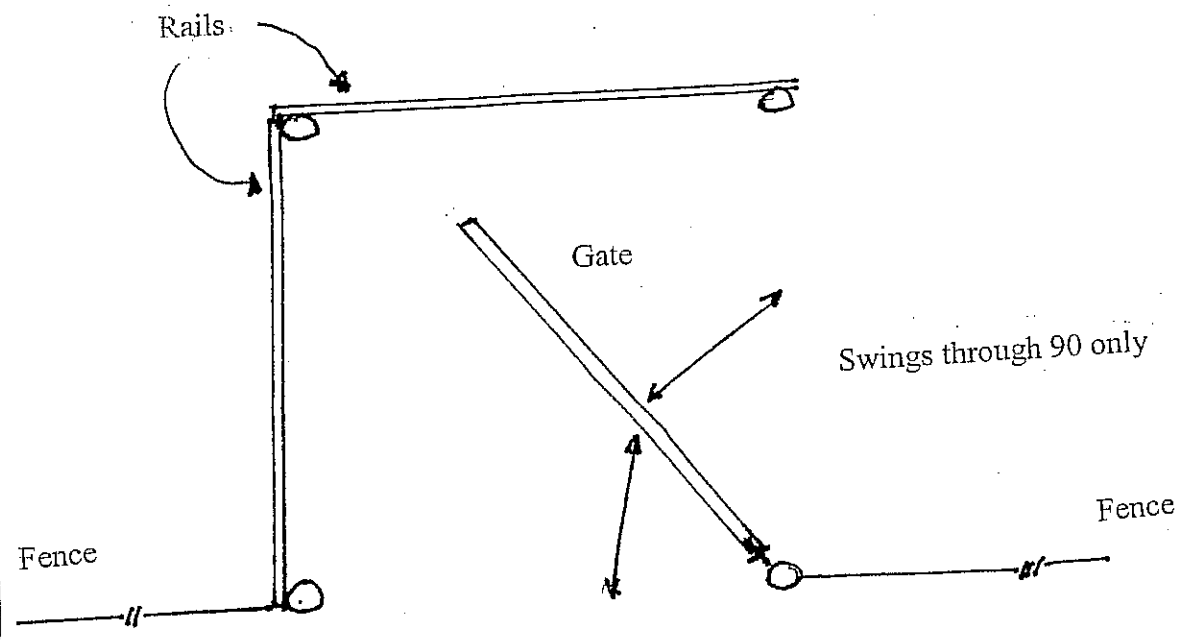
RELEASED UNDER THE OFFICIAL INFORMATION ACT
SELF CLOSING PEDESTRIAN GATE

OPTION A

50 mm galvanized pipe. Wire rope attached to gate and the weight placed within the pipe. Pulley erected above the pipe to allow easy movement.

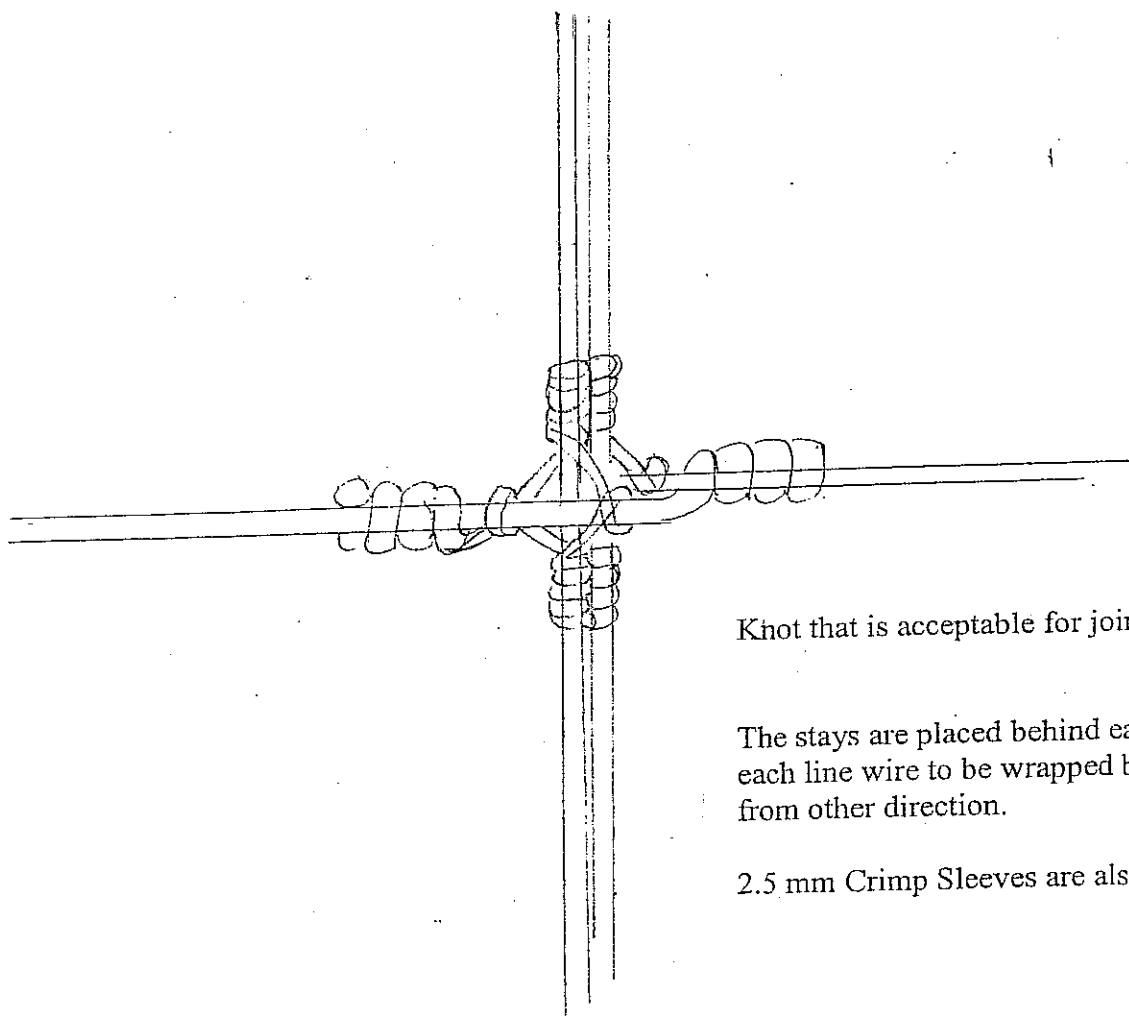


OPTION B- pedestrian traffic only



12/21/92 9/22/92

DEER NETTING KNOT



Knot that is acceptable for joining netting.

The stays are placed behind each other and each line wire to be wrapped by wire coming from other direction.

2.5 mm Crimp Sleeves are also acceptable.

MAH 9M9

Appendix 4: Form of Easement Concession to be created over that area shown marked in dark green and labelled as "g-s", "n-t" and "f-f1" on the Plan

MTI 9/04

Concession number: _____

DATED _____

Between

MINISTER OF CONSERVATION
("the Grantor")

and

MT ALFORD STATION LIMITED
("the Concessionaire")

CONCESSION DOCUMENT
UNDER CROWN PASTORAL LAND ACT 1998



Department of Conservation
Te Papa Atawhai

MHI gme

“Easement” means the Appurtenant Easement granted under this Document by the Grantor to the Concessionaire under section 59A of the Reserves Act 1977

“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 section 59A of the Reserves Act 1977 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.
- 4.2 Under section 53 of the Crown Pastoral Land Act 1998 the Grantor waives any requirement for rent on the basis that the costs of setting and collecting the rent would exceed any rent which may be collected.

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

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- (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 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.

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- 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.

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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.

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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 MT ALFORD STATION LIMITED
as Concessionaire by :

MRH
Signature

MURRAY ROBERT HAWKES
Full Name of Director

JM Kennan
Signature

Jeanette M. McKennan
Full Name of Director

SCHEDULE 1

1. **Servient Land:** The land described as being Part of Rural Section 36413 being Scenic Reserve and situated in the Canterbury Land District and delineated in pink and marked R1(Scenic), R3 (Scenic) and R4(Scenic) on the Plan in the Substantive Proposal. *(see definition of Servient Land in clause 1.1)*
2. **Dominant Land:** Rural Section 36413 situated in Somers, Hutt, Alford and Spaxton Survey Districts. Land Registry Folio Ref:529/66 (Canterbury Registry). *(see definition of Dominant Land in clause 1.1)*
3. **Easement Area:** That part of the land marked g-s, n-t, and f-fl and shown as a green line on the Plan in the Preliminary Proposal and having a width of 5 metres. *(see definition of Easement Area in clause 1.1)*
4. **Concession Activity:** : The Concessionaire has the right to from time to time and at all times for the Concessionaires, their servants, employees, agents workmen, contractors, licensees and invitees (in common with the Grantor and any other person lawfully entitled so to do) to have the full, free uninterrupted and unrestricted right liberty and privilege from time to time and at all times by day and by night to go pass and repass with motor vehicles and with or without horses, machinery and implements of any kind and with or without farm dogs and farm stock [to and from the dominant land] over and along the Easements n-t and f-fl and in respect of g-s only the right for the Concessionaire to install and maintain a pipeline in the stream (as indicated on the attached map) for the purpose of supplying stock water but subject to the limitations expressed in this deed, to the intent that the easement hereby created shall forever be appurtenant to the Dominant Land. *(see definition of Concession Activity in clause 1.1)*
5. **Term:** The concession is granted in perpetuity commencing on *(see clause 3.1)*
6. **Compensation:** \$Nil (payable on date of execution of this Document) *(see clause 4.1)*
7. **Public Liability General Indemnity Cover:** for NIL *(see clause 12.3)*
8. **Public Liability Forest & Rural Fire Act Extension:** for \$ NIL *(see clause 12.3)*
9. **Statutory Liability Insurance** for \$Nil *(see clause 12.3)*
10. **Other Types of Insurance:** for \$Nil *(see clauses 12.3)*
11. **Address for Notices (including facsimile number):** *(see clause 15)*

(a) Grantor

Regional Conservator
 Department of Conservation
 Private Bag 4715
 Christchurch
 Facsimile Number (03) 365 1388

mm *gmu*

(b)

Concessionaire
c/- Falloon Myes & Co
P O Box 564
Ashburton

RM
gma

SCHEDULE 2

Special Conditions

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

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Appendix 5: Form of Conservation Covenant to be created for Protection of an Archaeological Site over the area shown coloured in yellow wash and marked "CC(Archaeological)" on the Plan

Handwritten signature or initials

DATED _____

Between

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

and

TE RŪNANGA o NGĀI TAHU

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

THIS DEED of COVENANT is made the day of

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

AND TE RŪNANGA o NGĀI TAHU

BACKGROUND

- A. One of the objects of the Crown Pastoral Land Act (1998) is to enable reviewable land capable of economic use to be freed from management constraints and to enable the protection of the significant inherent values of the reviewable land.
- B. The Land is part of the reviewable land for the Mt Alford Pastoral Lease and contains significant inherent cultural values for Ngāi Tahu Whānui (refer to Schedule 1 for a description of the Land and the values associated with the Land).
- C. The Parties agree that management of the Land must protect the significant inherent cultural values.
- 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 under section 64 of the Crown Pastoral Land Act 1998.
- E. To achieve the objects of the Crown Pastoral Land Act (1998) the Commissioner of Crown Lands has agreed to grant Te Rūnanga o Ngāi Tahu a Covenant over the Land to protect the association between Ngāi Tahu Whānui and the Land.
- F. Te Rūnanga o Ngāi Tahu has been approved by the Minister of Conservation, pursuant to Section 77 of the Reserves Act 1977, as the covenanting body for this Covenant.

OPERATIVE PARTS

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

1. INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

1.0 INTERPRETATION

1.1. In this Covenant unless the context otherwise requires:

- "Act" means the Reserves Act 1977.
- "Covenant" means this Deed of Covenant made under section 77 of the Act.
- "Fence" includes a gate.
- "Fire Authority" means a Fire Authority as defined in the Forest and Rural Fires Act 1977.
- "Land" means the land described in Schedule 1.
- "Minerals" means any mineral that is not a Crown owned mineral under section 2 of the Crown Minerals Act 1991.

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

1.2. For avoidance of doubt:

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

2.0 OBJECTIVES OF THE COVENANT

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

3.0 THE OWNER'S OBLIGATIONS

- 3.1. For as long as there are no adverse effects on the Values, to permit the grazing of sheep and/or cattle on the Land;

- 3.2. Unless first agreed in writing by Te Rūnanga o Ngāi Tahu, the Owner must not carry out any of the following activities on or in relation to the Land:
- 3.2.1. the planting of any species of tree, shrub or other plant;
 - 3.2.2. the erection of any fence, building, structure or other improvement for any purpose;
 - 3.2.3. any cultivation, earth works or other soil disturbances;
 - 3.2.4. any archaeological or other scientific research;
 - 3.2.5. the damming, diverting or taking of Natural Water;
 - 3.2.6. any moving or removal of rock of any kind on or under the Land;
 - 3.2.7. the erection of utility transmission lines across the Land.
 - 3.2.8. any other activity which might have an adverse effect on the Ngāi Tahu Whānui association with the Land.

3.3. The Owner must:

- 3.3.1. keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
- 3.3.2. allow groups and/or individuals organised by Te Rūnanga o Ngāi Tahu or by a kaitiaki Papatipu Rūnanga, access to the Land for cultural and management purposes on the following conditions:
 - 3.3.2.1. That at least fifteen (15) working days advance notice of any such proposed visit is provided to the Owner by telephone, facsimile or letter, except where the Owner decides to waive this requirement at their discretion; or
 - 3.3.2.2. That such access will not unduly inconvenience pastoral farming operations; or
 - 3.3.2.3. That no person shall enter onto the Land with a motor vehicle, dog or firearm unless they have express permission from the Owner to do so; or
 - 3.3.2.4. That the number of people accessing the Land at any one time is no more than fifteen (15) persons, unless a greater number is otherwise first agreed to by the Owner.

4.0 **TE RŪNANGA O NGĀI TAHU OBLIGATIONS**

- 4.1. Te Rūnanga o Ngāi Tahu must have regard to the objectives specified in clause 2.1 and 2.2 when considering any requests for approval under this Covenant.
- 4.2. Te Rūnanga o Ngāi Tahu must repair and/or replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of any person authorised by Te Rūnanga o Ngāi Tahu or any person referred to in clause 3.3.5 exercising any of the rights conferred by this Covenant.

5.0 **IMPLEMENTATION OF OBJECTIVES**

- 5.1. Te Rūnanga o Ngāi Tahu may;
 - 5.1.1. provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1 or 2.2;
 - 5.1.2. prepare, in consultation with the Owner, a joint management plan for the Land to achieve the objectives specified in clause 2.1.

6.0 **DURATION OF COVENANT**

- 6.1. This Covenant binds Te Rūnanga o Ngāi Tahu and the Owner in perpetuity to the rights and obligations contained in it.
- 6.2.

7.0 MISCELLANEOUS MATTERS

7.1 Rights

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

7.2 Trespass Act

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

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

7.3 Reserves Act

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

7.4 Titles

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

7.5 Acceptance of Covenant

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

7.6 Fire

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

8.0 NOTICES

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

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

8.2.1. in the case of personal delivery, on the date of delivery;

8.2.2. in the case of pre-paid post, on the third Working Day after posting;

8.2.3. in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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

9.0 DEFAULT

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

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

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

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

9.2.1. advise the defaulting Party of the default.

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

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

10.0 DISPUTE RESOLUTION PROCESSES

10.1. If any dispute arises between Te Rūnanga o Ngāi Tahu and the Owner in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the Parties.

10.2. Mediation

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

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

10.3. Failure of Mediation

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

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

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

11.0 JOINT OBLIGATIONS

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

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RELEASED UNDER THE OFFICIAL INFORMATION ACT

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 :

Name: _____

Address: _____

Occupation: _____

Signed on behalf of: **Te Rūnanga o Ngāi Tahu**
by the Kaiwhakahaere of Te Rūnanga o Ngāi Tahu

in the presence of:

Name: _____

Address: _____

Occupation: _____

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SCHEDULE 1

1. Description of Land

The sites covered by this covenant are included in an area of not more than one hectare centred on the location shown on the map in Schedule 3 of this covenant.

2. Address for Service

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

Kaupapa Taiao
Ngāi Tahu Development Corporation Limited
158 Hereford Street
CHRISTCHURCH

Fax: (03) 366 4267

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

Mt Alford Station Limited
Alford Forest Settlement Road
RD1
ASHBURTON

Fax (03) 303 0725

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

3. Significant Inherent Cultural Values Associated with the Land:

In 1971 Ross and Marion Lane recorded two archaeological sites on Mt Pastoral Lease; a quarry site and pits / terraces. The sites covered by this covenant are included in an area of not more than one hectare centred on the location shown in the map in Schedule 3.

Quarry Site (K36/2)

This covenant includes rocky outcrops that show evidence of being worked. This site was first identified by Ross and Marion Lane in 1971. In this area flakes with some evidence of secondary work were discovered as to were river stones with hammer marks found among the flakes. Scattered amongst the predominantly naturally fractured porcellanite covering the slope of the ridge are numerous artefacts with positive and negative bulbs of percussion, and some with secondary retouching of working edges. Further evidence of Māori use of the porcellanite occurs on the eastern side of the stream draining Cox's Crater. Large flaked porcellanite nodules are exposed along the stream bank, along with deliberately flaked artefacts. These are positioned more or less in line with the ridge comprising the main porcellanite outcrops on the western side of the stream, and appear to be selected.

Possible Remains of Pits and Terraces (K36/3)

The area covered by the Conservation Covenant may include the remains of pits and terraces, which were first recorded by Ross and Marion Lane in 1971. However, two archaeological assessments have occurred and neither pits nor terraces were discovered during these archaeological assessments. However, during the times of these recent assessments the tussock cover was very deep and if the pits and terraces were very shallow then they would not necessarily have been visible.

For more information on the Ngāi Tahu values associated with Mt Alford Pastoral Lease and the wider area refer to the Ngāi Tahu Cultural Value Report for Mt Alford Pastoral Lease.

SCHEDULE 2

Kaitiaki Papatipu Rūnanga and Contact Details

Te Rūnanga o Arowhenua

The takiwā of Te Rūnanga o Arowhenua centres on Arowhenua and extends from Rakaia to Waitaki, sharing interests with Ngāi Tūāhuriri ki Kaiapoi between Hakatere and Rakaia, and thence inland to Aoraki and the Main Divide.

Te Rūnanga o Arowhenua
PO Box 69
Temuka

Fax No: (03) 615 6263

mtl⁹ QM9

Photos of Conservation Covenant



Photo 1: General view of covenant area from adjacent flat land.

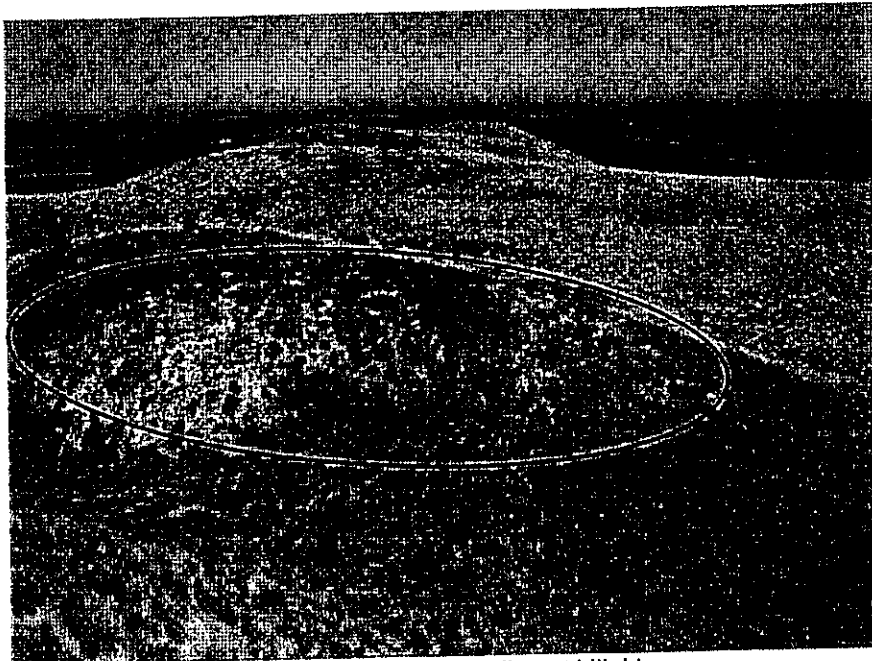
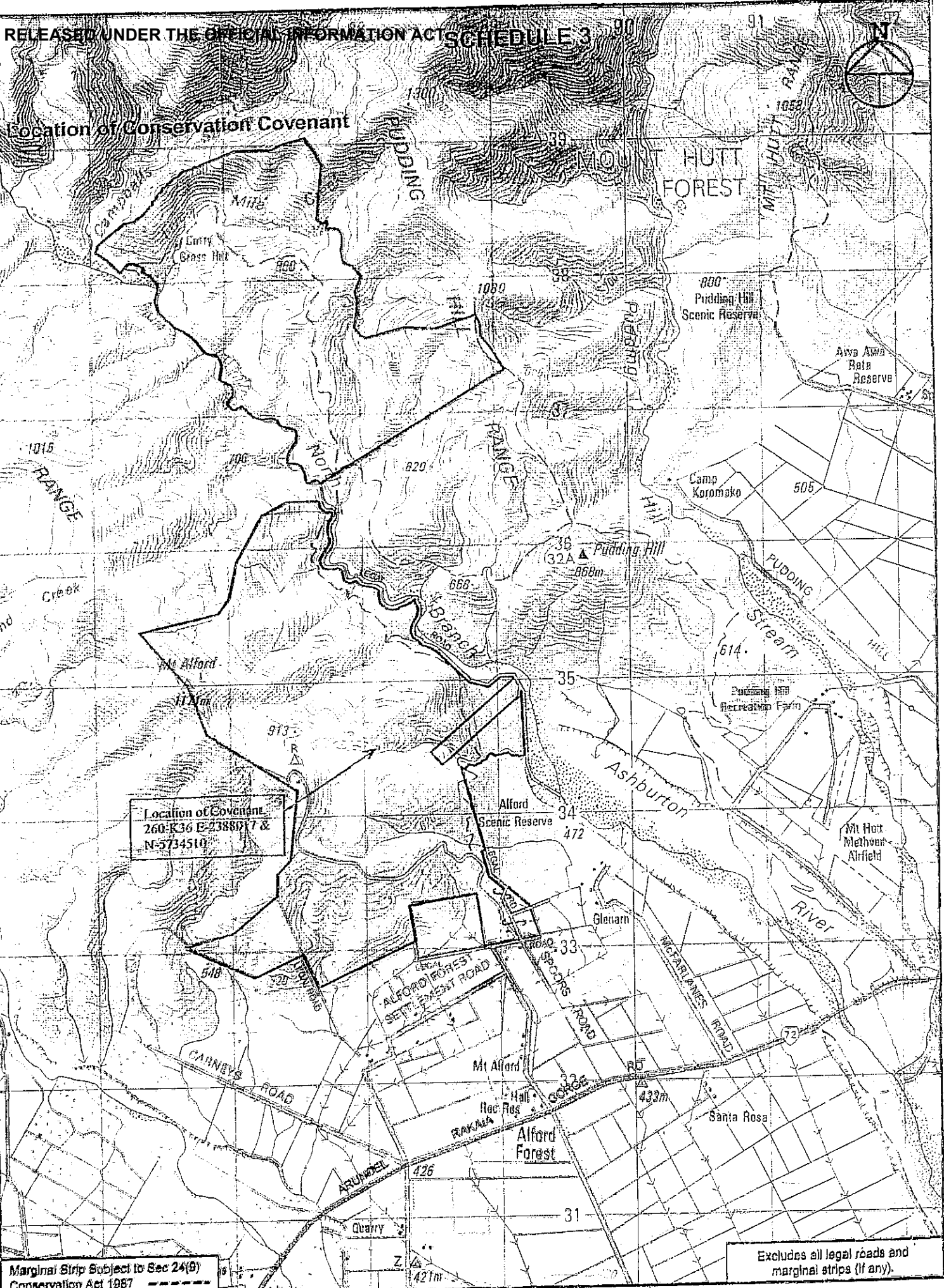


Photo 2: General view of covenant area from adjacent hill ridge



Location of Conservation Covenant



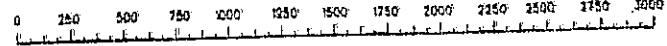
Location of Covenant
260-K36 E-2388017 &
N-5734510

Excludes all legal roads and
marginal strips (if any).

Marginal Strip Subject to Sec 24(B)
Conservation Act 1987

Mt Alford

Scale 1:25000



Version	1	2	3	4	5
Canterbury Land District	Sheet 1 of 1				
Topographic Map 260 - K36	Date 06/10/01				



msl gml

GRANT of

Correct for the purposes of the
Land Transfer Act 1952

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

Solicitor for Te Rūnanga o Ngāi Tahu

COMMISSIONER OF CROWN
LANDS

to

TE RŪNANGA o NGĀI TAHU

Solicitor
DUNEDIN/CHRISTCHURCH