

Crown Pastoral Land Tenure Review

Lease name: MT GRAND

Lease number: PO 349

Preliminary Proposal

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

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

November 09

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

Date:

Parties

Holder: Lincoln University
P O Box 94
Lincoln University
Attention: John Clark, Finance Director

Commissioner of Crown Lands: C/- The Manager Tenure Review
Darroch Valuations
Broadway Building
62 Riccarton Road
P O Box 13-443
CHRISTCHURCH

The Land

Lease: Mt Grand

Legal Description: Part Section 1 Survey Office Plan 22559

Area: 1974.70 hectares

Certificate of Title/Unique Identifier: OT13A/120 (Otago Registry)





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.

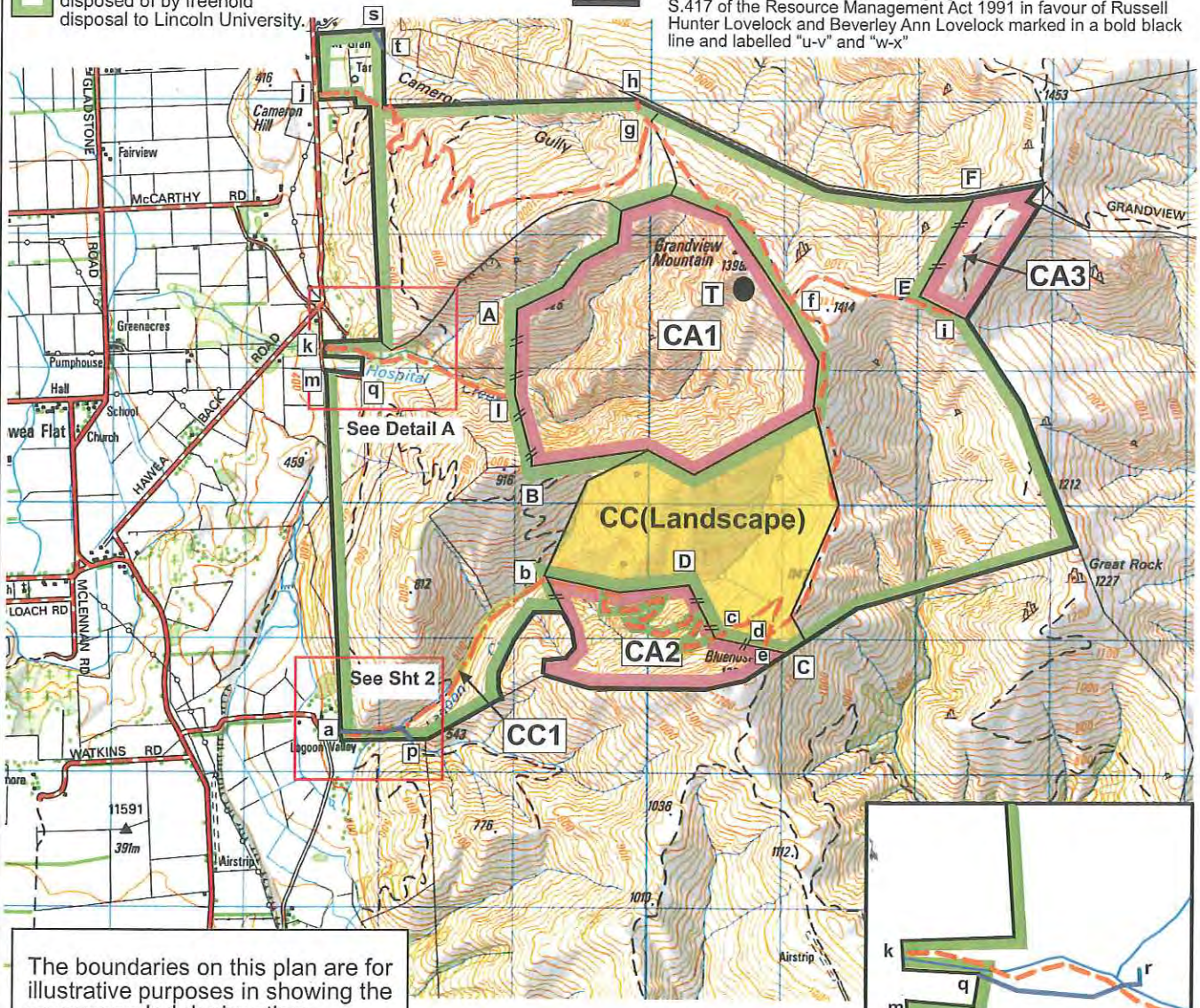
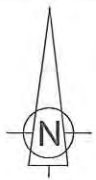
1 The Plan

P O 349 Mt GRAND PRELIMINARY PROPOSAL DESIGNATIONS PLAN

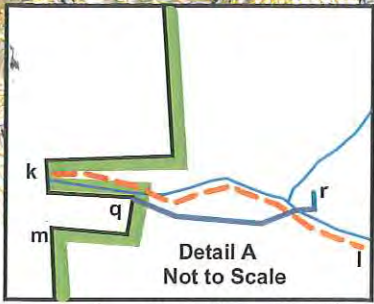
-  Pastoral lease land to be restored to or retained in full Crown ownership and control, as Conservation Area "CA2" and "CA3"
-  Pastoral lease land to be restored to or retained in Crown control as Conservation Area "CA1"
-  Pastoral lease land to be disposed of by freehold disposal to Lincoln University, subject to Conservation Covenants "CC1" and "CC" (Landscape)
-  Pastoral lease land to be disposed of by freehold disposal to Lincoln University - being land in a 20 metre wide corridor taking in the tracks marked b-c.
-  Pastoral lease land to be disposed of by freehold disposal to Lincoln University.

Easements

-  Minister of Conservation purposes easement in gross a-b and j-g
-  Minister of Conservation and Public access easement in gross e-d-c-b, d-f-g-h, f-i and k-l
-  Continuation in force of an existing registered access easement in favour of Upper Clutha Transport Ltd. at point T.
-  Continuation in force of an existing right to take water created by memorandum of transfer 833058/3 marked "a-p"
-  Continuation in force of an existing right to take water created by memorandum of transfer 913013 marked "q-r"
-  Continuation in force of an existing right to take water in a Deed of Easement under Sec 60 Land Act in CT OT18C/826 marked "s-t"
-  Continuation in force of an existing right held in Certificate under S.417 of the Resource Management Act 1991 in favour of Russell Hunter Lovelock and Beverley Ann Lovelock marked in a bold black line and labelled "u-v" and "w-x"



The boundaries on this plan are for illustrative purposes in showing the recommended designations.

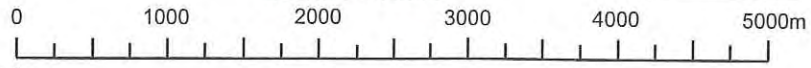


— — — — — **New Fences:** Marked in capital Letters A-B, C-D, E-F


Version	1	2	3	4	5
Otago Land District	Sheet 1 of 2				
NZMS 260 G.40	Date 29/09/2009				

Certified a true copy of the original status check plan.




Mt Grand
Scale 1 : 50000

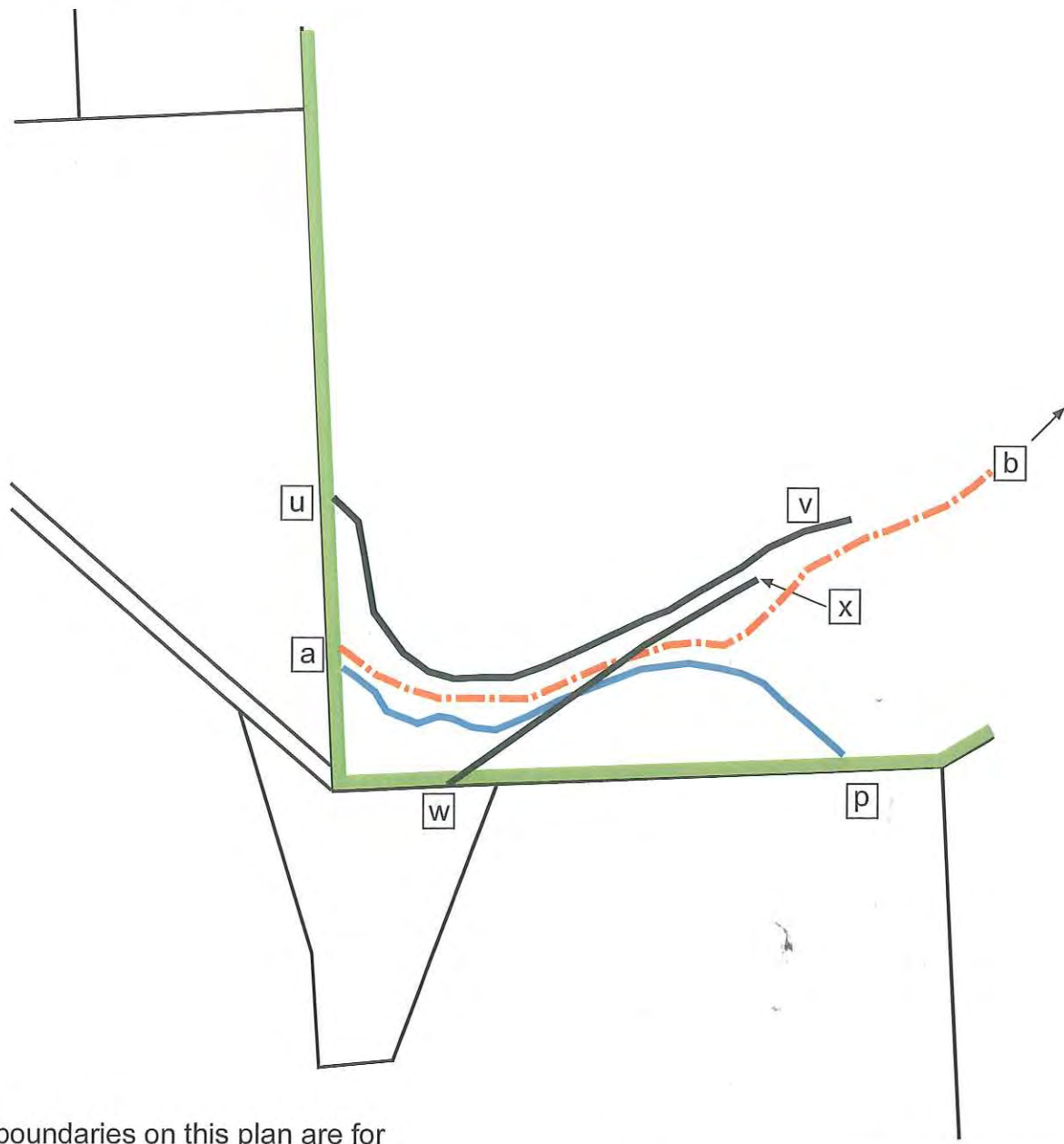
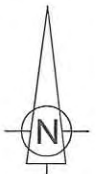


Graphics by :
TL Survey Services Ltd
DUNEDIN

 Pastoral lease land to be disposed of by freehold disposal to Lincoln University.

Easements

-  Minister of Conservation management purposes easement in gross a-b.
-  Continuation in force of an existing right to take water created by memorandum of transfer 833058/3 marked "a-p"
-  Continuation in force of an existing right held in Certificate under S.417 of the Resource Management Act 1991 in favour of Russell Hunter Lovelock and Beverley Ann Lovelock marked in a bold black line and labelled "u-v" and "w-x"

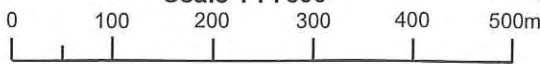


The boundaries on this plan are for illustrative purposes in showing the recommended designations.

Version	1	2	3	4	5
Otago Land District	Sheet 2 of 2				
NZMS 260 G.40	Date 29/09/2009				

Certified a true copy of the original status check plan.

Mt Grand
Scale 1 : 7500



Graphics by :
TL Survey Services Ltd
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2 Conditions

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

- 3.3 Notwithstanding anything to the contrary, if, as at the Settlement Date (as determined pursuant to clause 3.1), the rent payable under the Lease is subject to a Rent Review, then the Commissioner may elect to:

(a) settle on the Settlement Date on the basis that the Commissioner may retain from the Commissioner's Payment an amount which the Commissioner, acting reasonably, estimates will be payable by the Holder to the Commissioner following agreement or determination of the Rent Review ("the Retention"). The Retention shall be held by the Crown Law Office in an on-call, interest-bearing trust account in the joint names of the parties for their respective rights and interests. Upon agreement or determination of the Rent Review, the Commissioner shall calculate the rent shortfall payable by the Holder to the Commissioner in respect of the period from the effective date of the Rent Review to the Settlement Date, both dates inclusive ("the Shortfall"). If:

(i) the Shortfall is less than the Retention and the net interest earned thereon, the balance shall be paid by the Commissioner to the Holder within TEN (10) working days; or

(ii) the Shortfall is more than the Retention and the net interest earned thereon, the balance shall be paid by the Holder to the Commissioner within TEN (10) working days;

or

(b) defer the Settlement Date until TEN (10) working days after the rent payable as a consequence of the Rent Review:

(i) has been agreed or determined; and

(ii) is not and will not be subject to any appeal, rehearing or other proceedings.

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

- 8.1 Subject to clause 7, the Commissioner will lodge all documents necessary to give effect to this Proposal (including, without limitation any easement, covenant, discharge of mortgage, and/or duplicate copy of the Lease) and any new mortgage documents to be registered against the certificate of title to be issued for the Freehold Land 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 2005 and the Overseas Investment Regulations 2005.

- 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:
- (a) Is without prejudice to the rights, remedies and powers of the Commissioner contained in the Lease (except as varied in accordance with clause 12.1(b)); and
 - (b) will not release or discharge the Holder from any liability under the Lease, arising prior to the date that the certificate of title for the Freehold Land is issued, under any statute or by any reason where such liability is due to the fault of the Holder.
- 10.4 As from the Vesting Date, the Holder will not have any estate, right or claim against any of the land, improvements, fencing, buildings, structures, fixtures, fittings or chattels on the Crown Land (subject to the provisions of any permit, easement, concession, other encumbrance or document provided under this Proposal). The Holder will not be entitled to any compensation for any of its improvements, fencing, buildings, structures, fixtures, fittings or chattels which are on the Crown Land as at the Vesting Date.

11 Fencing and Construction Works

- 11.1 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, the Commissioner will, subject to clauses 11.2 and 14.4, erect at the Commissioner's cost new fencing:
- (a) approximately along the line marked "New Fencing Line" on the Plan; and
 - (b) to the specifications in Appendix 3;
- ("the Fencing").
- 11.2 If the Fencing requires a resource consent or any other consent from any local or territorial authority ("the Fencing Consent"), the following provisions shall apply:
- (a) The Commissioner shall use reasonable endeavours to obtain the Fencing Consent within 6 months of this Proposal taking effect pursuant to the Act.
 - (b) If the Fencing Consent:
 - (i) is not obtained within 6 months of this Proposal taking effect pursuant to the Act; and/or
 - (ii) is obtained on terms which are not satisfactory to the Commissioner in all respects;

the Commissioner may, acting reasonably, elect to do any one or more of the following:

- (iii) erect the Fencing in a position different from that shown on the Plan;
 - (iv) erect the Fencing over a shorter distance than that shown on the Plan; or
 - (v) erect the Fencing to specifications different from those in Appendix 3.
- 11.3 If the Commissioner has not completed the Fencing 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 the Fencing. The Holder will do all things necessary (including signing any document) to enable the Commissioner to register such a covenant.
- 11.4 The ongoing maintenance of the Fencing referred to in clauses 11.1 and 11.2 will be subject to the terms of the Fencing Act 1978.
- 11.5 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, [the Commissioner] [the Holder] [both parties] will, subject to clause 11.6, undertake the construction works set out in Appendix 3 on the terms and conditions set out in Appendix 3 ("the Construction Works").
- 11.6 If any Construction Works for which the Commissioner is liable, or jointly liable with the Holder, require a resource consent or any other consent from any local or territorial authority ("the Works Consent"), the following provisions shall apply:
- (a) The Commissioner shall use reasonable endeavours to obtain the Works Consent within 6 months of this Proposal taking effect pursuant to the Act.
 - (b) If the Works Consent:
 - (i) is not obtained within 6 months of this Proposal taking effect pursuant to the Act; and/or
 - (ii) is obtained on terms which are not satisfactory to the Commissioner in all respects;
- the Commissioner may, acting reasonably, elect to vary the extent of the Construction Works in question and/or the terms and conditions upon which they are carried out.

12 Apportionments

- 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.
- 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

- 15.1 If the Holder accepts this Proposal and that acceptance takes effect under the Act, the Holder acknowledges that:
- (a) it is obtaining the freehold interest in the Freehold Land:
 - (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 the Resource Management Amendment Act 2005; and
 - (ii) any rule in any plan, resource consent or other requirement issued under the Resource Management Act 1991, and
 - (iii) the Building Act 2004 and the Building Amendment Act 2009; and

the Holder hereby indemnifies and will indemnify the Commissioner against all losses, damages and expenses incurred by the Commissioner and against all claims made against the Commissioner in respect of any work or costs for which the Holder is liable under this clause 15;

- (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
 - (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 EW 32(3) of the Income Tax Act 2007 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 EW 32(3) of the Income Tax Act 2007 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 Consents for Activities

- 25.1 If the Holder has been granted a consent by the Commissioner to do an activity on the land under sections 15 or 16 of the Act, and the area over which the consent is exercised is designated in the proposal as Crown Land then the Holder agrees to act in good faith whilst exercising the terms of consent and not damage or destroy the Crown Land or anything thereon.

26 General

- 26.1 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.
- 26.2 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.
- 26.3 The Holder must comply with the Commissioner's requirements for the implementation and settlement of the Tenure Review contemplated by this Proposal.
- 26.4 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.
- 26.5 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.
- 26.6 The illegality, invalidity or unenforceability of any provision in this Proposal will not affect the legality, validity or enforceability of any other provision.
- 26.7 In relation to notices and other communications under this Proposal:
- (a) each notice or other communication is to be in writing, and sent by facsimile, personal delivery or by post to the addressee at the facsimile number or address, and marked for the attention of the person or office holder (if any), from time to time designated for that purpose by the addressee to the other party. Other than the address to which the Holder is to send its acceptance of this Proposal (which the Commissioner will specifically notify the Holder of) the address, person or office holder (if any) for each party is shown on the front page of this Proposal;
 - (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).

27 Interpretation

27.1 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 rate of 11 per cent per annum;

Fencing means any stock proof farm fence.

Fencing Consent means any and all consents required for fencing under the Resource Management Act 1991.

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;

Rent Review means the process for determination of the rent payable under the Lease as set out in sections 6 - 8 of the Act;

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.

Works Consent means any and all consents required under the Resource Management Act 1991 and the Resource Management Amendment Act 2005; and/or the Building Act 2004.

27.2 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;
- (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 persons' obligations, as Holder, will be both joint and several.

Schedule One: Provisions relating to the Schedule One Land

1 Details of Designation

- 1.1 Under this Proposal the land shown marked in pink and labelled "CA2" and "CA3" on the Plan, being 126 hectares (approximately) is designated as land to be restored to or retained in full Crown ownership and control as conservation area, held for the purpose of the protection of the natural values.

2 Schedule One Improvements

Nil

Schedule Two: Provisions relating to the Schedule Two Land

1 Details of designation

- 1.1 Under this Proposal the land shown marked in pink and labelled "CA1" on the Plan, being 330 hectares (approximately) is designated as land to be restored to or retained in Crown control as conservation area subject to:
- (a) the continuation in force of an existing registered access easement in favour of Upper Clutha Transport Limited (marked in a bold black dot and labelled "T" on the Plan) under Section 36(3)(c) Crown Pastoral Land Act 1998 substantially set out in Appendix 7

2 Information Concerning Proposed Concession

N/A

Schedule Three: Provisions relating to the Schedule Three Land

1 Details of designation

- 1.1 Under this Proposal the land shown edged in green on the Plan, being 1519 hectares (approximately) is designated as land to be disposed of by freehold disposal to the Holder subject to:
- (a) Part IVA of the Conservation Act 1987;
 - (b) Section 11 of the Crown Minerals Act 1991;
 - (c) the conservation covenant (shown on the Plan in yellow wash and labelled "CC1") substantially as set out in Appendix 5; and
 - (d) the conservation covenant (shown on the Plan in yellow wash and labelled "CC (Landscape)") substantially as set out in Appendix 6; and
 - (e) the easement (shown on the Plan in dashed orange line and labelled "a-b", "e-d-c-b", "d-f-g-h", "f-i", "j-g" and "k-l" substantially as set out in Appendix 4; and
 - (f) the continuation in force of an existing registered right to take, convey and use water in favour of David Richard Wilson Kane, created by memorandum of transfer 833058/3 (marked in a bold blue line and labelled "a-p" on the Plan) under Section 36(3)(c) Crown Pastoral Land Act 1998 substantially as set out in Appendix 8; and
 - (g) the continuation in force of an existing registered right to take, convey and use water in favour of Anni Marianne Louise Sidey and Kenneth William Robertson, created by memorandum of transfer 913013, (marked in bold blue line and labelled "q-r" on the Plan), under Section 36(3)(c) Crown Pastoral Land Act 1998 substantially as set out in Appendix 9; and
 - (h) the continuation in force of an existing registered right to convey water in favour of Lincoln University, in a Deed of Easement under Sec 60 Land Act 1948 in OT18C/826 (marked in bold blue line and labelled "s-t" on the Plan), under Section 36(3)(c) Crown Pastoral Land Act 1998; substantially as set out in Appendix 10; and
 - (i) the continuation in force of an existing right held in Certificate under S.417 of the Resource Management Act 1991 in favour of Russell Hunter Lovelock and Beverley Ann Lovelock, recorded in memorial 963354.1 (marked in a bold black line and labelled "u-v" and "w-x") on the plan under Section 36(3)(c) Crown Pastoral Land Act 1998; substantially as set out in Appendix 11.

Schedule Four: Conditions

- 1 The Commissioner is under no obligation, and may decide, in its sole discretion, not to proceed further with the Tenure Review unless and until:
 - (a) the Commissioner considers that sufficient funds will be obtained in order to complete the Tenure Review; and
 - (b) the Director General of Conservation has completed all actions required under Part IVA of the Conservation Act 1987; and
 - (c) the Commissioner has reviewed, and is satisfied, in its sole discretion that the easement referred to in Appendix 4 is in an acceptable form, has been executed, consented by the necessary parties and has been registered against the Lease.

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:

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:

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]

Appendix 3: Indicative Fencing and Construction Requirements

Indicative Fencing Requirements:

New fences:

The fencing specification calls for the erection of a wooden post and seven wire fence with steel Y stakes between posts, to the indicative requirements set out in 1(a)(b)(c).

1.0 New Fence Lines

(a) *Conservation fence A-B:*

- 1.1 Six x 2.5 mm galvanized high tensile wires and the bottom wire being 4 mm galvanized mild steel. Total of 7 wires.
- 1.2 2.1 metre x 200 mm treated timber strainer posts with 2.4 metre x 125 mm stay posts to be used for gateways and end of strains.
- 1.3 1.8 metre x 125 mm treated wooden intermediate posts or T irons 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. Steel Y stakes, back to back, may be used on high spots and on corners instead of wooden posts or T irons, with tie backs on tussock country.
- 1.4 Six steel Y stakes per 20 metres to be used. Y stakes will be 1.65 metres in length.

Vegetation and Ground Clearance Requirements

- 1.5 The fence line will require hand clearing of some scattered woody vegetation.

(b) *Conservation fence C-D:*

- 1.6 Six x 2.5 mm galvanized high tensile wires and the bottom wire being 4 mm galvanized mild steel. Total of 7 wires.
- 1.7 2.1 metre x 200 mm treated timber strainer posts with 2.4 metre x 125 mm stay posts to be used for gateways and end of strains.
- 1.8 1.8 metre x 125 mm treated wooden intermediate posts or T irons 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. Steel Y stakes, back to back, may be used on high spots and on corners instead of wooden posts or T irons, with tie backs on tussock country.
- 1.9 Six steel Y stakes per 20 metres to be used. Y stakes will be 1.65 metres in length.

Vegetation and Ground Clearance Requirements

- 1.10 The fence line runs through scattered kanuka and manuka shrubland. The line will require hand clearing, where applicable.

(c) *Conservation fence E-F:*

- 1.11 Six x 2.5 mm galvanized high tensile wires and the bottom wire being 4 mm galvanized mild steel. Total of 7 wires.
- 1.12 2.1 metre x 200 mm treated timber strainer posts with 2.4 metre x 125 mm stay posts to be used for gateways and end of strains.
- 1.13 1.8 metre x 125 mm treated wooden intermediate posts or T irons 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. Steel Y stakes, back to back, may be used on high spots and on corners instead of wooden posts or T irons, with tie backs on tussock country.
- 1.14 Six steel Y stakes per 20 metres to be used. Y stakes will be 1.65 metres in length.

Vegetation and Ground Clearance Requirements

- 1.15 The fence line covers short tussock grassland. Mulching of the tussocks may be necessary to achieve a suitable fence line.

2.0 Length and location:

- 2.1 New fence is to be erected along the lines marked as follows on the plan.
- (a) Conservation fence shown marked A-B (CA1). Approximately 1,000 metres.
 - (b) Conservation fence shown marked C-D (CA2). Approximately 900 metres.
 - (c) Conservation fence shown marked E-F (CA3). Approximately 600 metres.

3.0 Preliminary and General Matters

3.1 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.

3.2 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/aluminum 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.

3.3 Blasting

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

3.4 Drilling

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

3.5 Spiking

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

- 3.6 Lacing
The top wire is to be laced to the top of the steel Y stake with 3.15 mm (9 gauge) wire.
- 4.0 **Materials General** – to be used except where these have been specifically modified by the provisions of Clause 5 which shall take precedence.
- 4.1 Wire
Fence wire will be 2.5mm galvanized high tensile steel wires and 4 mm galvanized mild steel wire all of which are to be of good quality. Tie-downs and tie-backs will be 4mm galvanized mild steel kept clear of any ground contact.
- 4.2 Infill Posts
Infill posts will be steel Y stakes or galvanized T irons for use on high spots.
- 4.3 Strainer, Intermediate and Angle Posts
All timber posts used will be round and ground treated.
- 4.4 Stay Block
12 x 2 x 24 ground treated.
- 4.5 Staples
Staples will be 50mm x 4mm barbed galvanized steel.
- 4.6 Permanent Wire Strainers
Permanent wire strainers are to be of the yoke and reel type with a sprung loaded locking bar.
- 4.7 Crossing Netting
Netting on creek and river crossings will be 7 wire galvanized sheep netting.
- 4.8 Swung Gate
The swung gate shall be manufactured of 32 mm 2.6wt galvanized steel pipe frame, suitable 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.
- 4.9 Gate Chains
Gate chains will be galvanized steel chain and staple type.
- 4.10 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.
- 5.0 **Best Practice**
- 5.1 Best fencing practice must be adhered to on all occasions.
- 5.2 Strains
Length of strains to be determined by the territory but to not exceed 300 metres for HT and 250 metres for No 8 wire. To conform to best practice and if applicable the wire manufacturing recommendations. Strain to account for weather conditions at time of strain.
- 5.3 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 in the ground.

All strainers are to be dug in or driven and rammed and footed. No.8 (4 mm) galvanised steel wire is to be used on foots. Strainer, angle and intermediate posts are to have a minimum of 117 cm (46") out of the ground. Stays are to be 1/3 of the way up posts.

5.4 Placement of wires

Wires are to be located on the grazing side of the boundary, except where there is a high risk of snow damage where they shall be placed on leeward side away from the prevailing snow. The bottom wire to be 100 -150 mm above the ground.

Post staples are to be driven well in but allow 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 in all joins.

5.5 Gate

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

5.6 Netting at creek crossing

Netting to be hung at creek and river crossings and left to swing.

5.7 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 mild steel galvanised 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.

Anywhere that there is a 100 mm or more upward pull on the wires is to have a tie down placed.

5.8 Tie backs

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

6.0 Resource Management Consents

- 6.1 The construction of fencing is subject to the Commissioner obtaining any and all consents required pursuant to the Resource Management Act 1991.

Appendix 4: Form of Easement to be Created over the area shown marked in dashed orange line and labelled "a-b", "e-d-c-b", "d-f-g-h", "t-i", "j-g" and "k-l" on the Plan

TRANSFER GRANT OF EASEMENT IN GROSS

1. **Public Access**
2. **Access for Management Purposes**

Land Transfer Act 1952

This page does not form part of the Transfer.

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

Annexure Schedule

Insert below

“Mortgage”, “Transfer”, “Lease”, etc

Dated

Page

of

Pages

Definitions

1. In this transfer unless the context otherwise requires:
 - 1.1 “Easement Area” means that part of the Servient Land being 10 metres wide (being “e-d-c-b”, “d-f-g-h”, “f-i” and “k-l” with a carpark at “k”, for public access and being “a-b-c-d-e”, “d-f-g-h”, “f-i”, “j-g” and “k-l” for management access) shown on the designations plan) and marked [] “[]” on Deposited Plan/S.O. Plan No []].
 - 1.2 “Management Purposes” means:
 - the protection of a significant inherent value of the land managed by the Transferee (not being a member of the public);
 - The management of the land administered by the Transferee (not being a member of the public) in a way that is-ecologically sustainable.
 - 1.3 “Servient Land” means the land owned by the Transferor and described on page 1.
 - 1.4 “Transferee” means Her Majesty the Queen acting by and through the Minister of Conservation and, for purposes of clause 2.1, includes the Transferee’s tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public; but for the purposes of clause 2.2 means the Transferee’s tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation only.
 - 1.5 “Transferor” means the owner of the Servient Land described on page 1 and includes the Transferor’s tenants and invitees.

Standard Easement Terms

Access

2. The Transferee has the right:
 - 2.1 In common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
 - 2.2 To pass and re-pass at any time over and along the Easement on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, or with or without guns and dogs, for Management Purposes.

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

OTACO-37091 – Easement in Gross: Public Access and Management Purposes to Conservation Area 28 July 2004
docDM-171110 - Mt Grand Public and Management Easement 3 13/7/07

3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.
4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Exclusion of Schedules

5. The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and the Ninth Schedule of the Property Law Act 1952 are expressly negated.
6. The easement created by this transfer is to be in perpetuity.

Temporary Suspension

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

Dispute Resolution

- 8.1 If a dispute arises between the Transferor and Transferee (not being a member of the Public) concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
 - 8.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
 - 8.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Servient Land is situated.
 - 8.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.
- 9.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
 - (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by facsimile to the receiving party.
 - 9.2 If clause 8.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
 - 9.3 If clause 8.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

Special Easement Terms

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.
- 10.1 The Transferor is under no obligation to maintain the Easement Areas to any standard other than that which is necessary for his own purposes.
- 10.2 The Transferee to take all reasonable care to avoid damage to the soil and vegetation of the Easement Area.
- 10.3 For the following conditions, the Transferee is defined as the Director-General of Conservation's tenants, agents, contractors, and invitees; and any employee or contractor, only.
- 10.3.1 The Transferee has the right:
- (a) To mark the Easement Area as appropriate.
 - (b) To erect and maintain stiles.
 - (c) To erect and maintain signs informing the public
 - (i) of the location of land managed by the Crown and available for public access and recreation; and
 - (ii) of their rights and responsibilities in relation to the Easement Area.
 - (d) To clear, form and maintain any track or path no wider than 3 metres.
 - (e) To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clause 10.3.1.
- 10.4 The Transferee and the Transferor shall pay agreed maintenance on tracks proportional to the impact of their use.
- 10.5 Persons are prohibited from (a) camping on the easement area, (b) being present on the easement area with guns and/or dogs.
- 10.6 The Transferor must install gates no less than 3.6 metres in width on any fence line crossing the easement area.

Continuation of "Attestation"

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

under a written delegation in the)
presence of:)

Witness (Signature)

Name _____

Address _____

Occupation _____

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

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

TRANSFER GRANT OF EASEMENT IN GROSS

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

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
Dunedin

Auckland District Law Society
REF:4135

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

Appendix 5: Form of Covenant to be created over the area shown coloured in yellow wash and labelled "CC1" on the Plan

DATED _____

Between

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

and

MINISTER OF CONSERVATION
("the Minister")

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



Department of Conservation
Te Papa Atawhai

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

1.2 For avoidance of doubt:

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

2. OBJECTIVE OF THE COVENANT

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

3. THE OWNER'S OBLIGATIONS

- 3.1 Unless agreed in writing by the parties, the Owner must not carry out or allow to be carried out on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, chemical spraying, top dressing or sowing of seed;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;

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

4. THE MINISTER'S OBLIGATIONS

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

5. IMPLEMENTATION OF OBJECTIVES

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

6. DURATION OF COVENANT

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

7. OBLIGATIONS ON SALE OF LAND

- 7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, or assignee to ensure that on any subsequent sale, lease, or assignment, any subsequent purchaser, lessee, or assignee must also comply with the terms of this Covenant including this clause.
- 7.2 If for any reason this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

8. MISCELLANEOUS MATTERS

8.1 Rights

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

8.2 Trespass Act:

- 8.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 8.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

8.3 Reserves Act

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

8.4 Titles

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

8.5 Acceptance of Covenant

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

8.6 Fire

- 8.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wild fire threatening the Land;
- 8.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
- 8.6.2.1 requested to do so; or
- 8.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

9. NOTICES

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

9.2 A notice given in accordance with clause 9.1 will be deemed to have been received:

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

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

10. DEFAULT

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

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

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

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

10.2.1 advise the defaulting party of the default.

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

10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11. DISPUTE RESOLUTION PROCESSES

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

11.2 Mediation

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

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

11.3 Failure of Mediation

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

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

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

12. JOINT OBLIGATIONS

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

13. SPECIAL CONDITIONS

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

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

Executed as a Deed

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

Witness: _____

Address: _____

Occupation: _____

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

Witness: _____

Address: _____

Occupation: _____

SCHEDULE 1

1. Description of Land

Shaded yellow and labelled *CCI* on the Proposed Designations Plan.

2. Address for Service¹

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

C/- Box 5244

Fax (03) 4778626

DUNEDIN

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

Lincoln University

Fax (03) 325 2965

PO Box 94

Lincoln University

Attention: Finance Director

3. Values of Land to be Preserved

The purpose of the covenant is to preserve the freshwater life within Lagoon Creek.

Galaxias sp. D. are present in Lagoon Creek. The largest population of galaxiids was found at a site in the lower section of Lagoon Creek (G40 180084) where 38 fish were caught but they are also at (G40 194095). *Galaxias* sp. D is ranked 'Nationally Vulnerable' (Hitchmough, 2002) and is the fourth rarest fish in New Zealand.

¹ State street address not Post Office Box number.

SCHEDULE 2

Special Conditions

1. The Minister will pay to the Owner a proportionate share of the following:
 - 1.2 the cost of any work under clause 3.2 if the Minister has first approved the work.
2. The proportionate share payable by the Minister is to be calculated having regard to the purpose of the expenditure with the intent that:
 - 2.1 the Minister will bear the cost of work essential for purposes of nature conservation;
 - 2.2 the Owner will bear the cost of work essential for farming purposes;
 - 2.3 when the expenditure is partly for nature conservation and partly for farming purposes, the parties will bear the costs equally or in such other proportion as they may agree, and failing agreement, as may be determined under clause 11.
3. The Minister may undertake active management, fencing and/or restoration of the area to enhance its natural values.
4. Clause 3.1.1 is deleted and replaced with: Sheep and cattle may graze the covenant area unless all or part is fenced to exclude livestock as provided in clause 3 above.

GRANT of

Correct for the purposes of the
Land Transfer Act 1952

Solicitor for the Minister

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

**COMMISSIONER OF CROWN
LANDS**

to

MINISTER OF CONSERVATION

**Solicitor
Department of Conservation
DUNEDIN/CHRISTCHURCH**

Appendix 6: Form of Covenant to be created over the area shown coloured in yellow wash and labelled "CC(Landscape)" on the Plan

DATED

—

Between

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

and

MINISTER OF CONSERVATION
("the Minister")

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



Department of Conservation
Te Papa Atawhai

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

1.2 For avoidance of doubt:

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

2. OBJECTIVE OF THE COVENANT

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

3. THE OWNER'S OBLIGATIONS

- 3.1 Unless agreed in writing by the parties, the Owner must not carry out or allow to be carried out on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, chemical spraying, top dressing or sowing of seed;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;

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

4. THE MINISTER'S OBLIGATIONS

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

5. IMPLEMENTATION OF OBJECTIVES

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

6. DURATION OF COVENANT

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

7. OBLIGATIONS ON SALE OF LAND

- 7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, or assignee to ensure that on any subsequent sale, lease, or assignment, any subsequent purchaser, lessee, or assignee must also comply with the terms of this Covenant including this clause.
- 7.2 If for any reason this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

8. MISCELLANEOUS MATTERS

8.1 Rights

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

8.2 Trespass Act:

- 8.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 8.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

8.3 Reserves Act

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

8.4 **Titles**

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

8.5 Acceptance of Covenant

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

8.6 Fire

- 8.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wild fire threatening the Land;
- 8.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
- 8.6.2.1 requested to do so; or
- 8.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

9. NOTICES

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

10. DEFAULT

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

11. DISPUTE RESOLUTION PROCESSES

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

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

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

12. JOINT OBLIGATIONS

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

13. SPECIAL CONDITIONS

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

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

Executed as a Deed

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

Witness: _____

Address: _____

Occupation: _____

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

Witness: _____

Address: _____

Occupation: _____

SCHEDULE 1

1. Description of Land

Shaded yellow and labelled CC (Landscape) on the Proposed Designations Plan..

2. Address for Service¹

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

C/-Box 5244
DUNEDIN

Fax (03) 477 8626

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

Lincoln University
POBox 94
Lincoln University
Attention: Finance Director

Fax (03) 325 2965

3. Values of Land to be Preserved

The purpose of the covenant is to protect the landscape amenity within the upper catchment of Lagoon Creek.

Lagoon Creek has one main creek with a secondary tributary to the north.

The upper slopes of the main creek (above about 1100m) are predominantly vegetated in snow tussock, with tussock hawkweed a significant component. These faces have smooth rounded slopes descending steeply to a narrow gorge.

The front faces form part of the eastern wall of the Hawea Flat and wider Upper Clutha Valley. As a whole the headwall forms a distinctive landscape feature and highly identifiable feature of the Hawea Basin (and wider Upper Clutha Basin). The very steep and often rugged slopes with bands of bluffs, craggy outcrops and distinctive spurs on the upper slopes and wider landscape within Lagoon Creek are visually impressive, and highly expressive of both glacial and subsequent erosion processes. The vegetation cover of tall tussock and mixed shrubland are important contributors to landscape character and local identity. The mid and lower slopes though modified are an integral part of the significant landscape. The landform patterns and features remain distinctive and impressive regardless of the modified state of the vegetation on the mid and lower slopes.

¹ State street address not Post Office Box number.

SCHEDULE 2

Special Conditions

1. Clause 3.1.1 is deleted.
2. Clause 3.1.2 and 3.1.3 are modified to allow for the modification or removal of shrubland allowing the continued pastoral use of the area. This is only to be undertaken after consultation with the DOC local area office.
3. Clause 3.1.4 is modified to allow for the erection of a fence along the line(to be identified) with the form and type of fence to be agreed by the Minister
4. Clause 3.1.5 is modified to allow for top dressing and sowing of grass or clover seed.

GRANT of

Correct for the purposes of the
Land Transfer Act 1952

Solicitor for the Minister

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

COMMISSIONER OF
CROWNLANDS

to

MINISTER OF CONSERVATION

Solicitor
Department of Conservation
DUNEDIN/CHRISTCHURCH

Appendix 7: Form of the easement document shown with a black dot and labelled "T" on the Plan

YEC 7831714.1 Deed o

Cpy - 01/01, Pgs - 005, 30/07/98, 16:04



DocID 212187480
DLSW. 6/1/98

DEED OF EASEMENT

GRANTOR: Her Majesty the Queen (as to the land mentioned in the First Schedule).

GRANTEES: Upper Clutha Transport Limited ~~(as to the land mentioned in the Second Schedule).~~

FIRST SCHEDULE

<u>AREA</u>	<u>LEGAL DESCRIPTION</u>	<u>CERTIFICATE OF TITLE</u>
1974.70 ha	Section 1, Blocks XI, XIII, XIV, XVII, SO 22559, Lower Hawea Hawea Survey District, being all of the land contained in Pastoral Lease No 349	13A/120

Subject to: **Agreements:**

- 428216 LIA under Section 30 Soil Conservation and Rivers Control Act 1941.
- 622306 LIA under Section 30 Soil Conservation and Rivers Control Act 1941.
- 806601 Conservation Covenant under Section 77 Reserves Act 1977.
- 833058/3 Grant of right of way to convey water.
- 535149/1 Mortgage

SECOND SCHEDULE

<u>AREA</u>	<u>LEGAL DESCRIPTION</u>	<u>CERTIFICATE OF TITLE</u>
548 m ²	Part Section 1 Block XIII Lower Hawea Survey District (shown on attached plan as area A).	13A/120

Whereas the Grantor is the registered proprietor of the land described in the First Schedule here to AND WHEREAS the Grantor has agreed to grant the Grantees the full free and uninterrupted right and liberty and privilege hereunder described to the intent that the same shall be an easement/>(*subject as hereinafter appears) for a period of 19 (nineteen) years * appurtenant to the land in the ~~Second Schedule~~ described within the part of the land in the First Schedule delineated "A" on the diagram attached hereto.

* from the date hereon, ** in gross
Certified correct for the purposes of the Land Transfer Act 1952.

Solicitor for the Grantee

THAT IS TO SAY:

- 1 **TO** erect a remote communications base within the portion of land described in the First Schedule.
- 2 **TO** maintain a helicopter landing site within the portion of land site within the portion of land described in the First Schedule.
- 3 **TO** enter upon the land described in the First Schedule with or without engineers and workmen and without any necessary implements, tools and materials of any kind for the purpose of maintaining and repairing the said remote communications base and helicopter landing site described in the First Schedule as shall be necessary thereto.

PROVIDED ALWAYS and it is hereby covenanted and agreed by and between the parties hereto as follows:

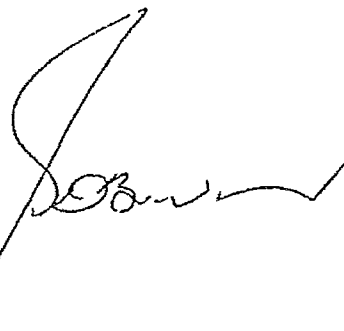
- 4 **THE** Grantees and the owners engineers and workmen in the exercise of all or any of the rights hereby granted shall cause as little damage as possible to ~~the~~ the surface of the land described in the First Schedule and shall effect all work with reasonable dispatch and restore the said surface as near as possible to its original state.
- 5 **THE** Grantees shall pay all costs of and incidental to the maintenance of the remote communications base.
- 6 **NO** addition to the remote communication base or helicopter landing site shall be made by the Grantees without the prior written consent of the Grantor.

IN WITNESS WHEREOF this transfer has been executed this

25th day of August 1994.

SIGNED for and behalf of
HER MAJESTY THE QUEEN by
the **COMMISSIONER OF**
CROWN LANDS
in the presence of:

)
)
)
)
)



Witness: Shullen
Occupation: Pastoral Administration Officer
Department of Survey and Land Information
Address: Wellington

SIGNED by the
said John Percival Reid

)
)

Manager of Upper Clutha
Transport in the
presence of:

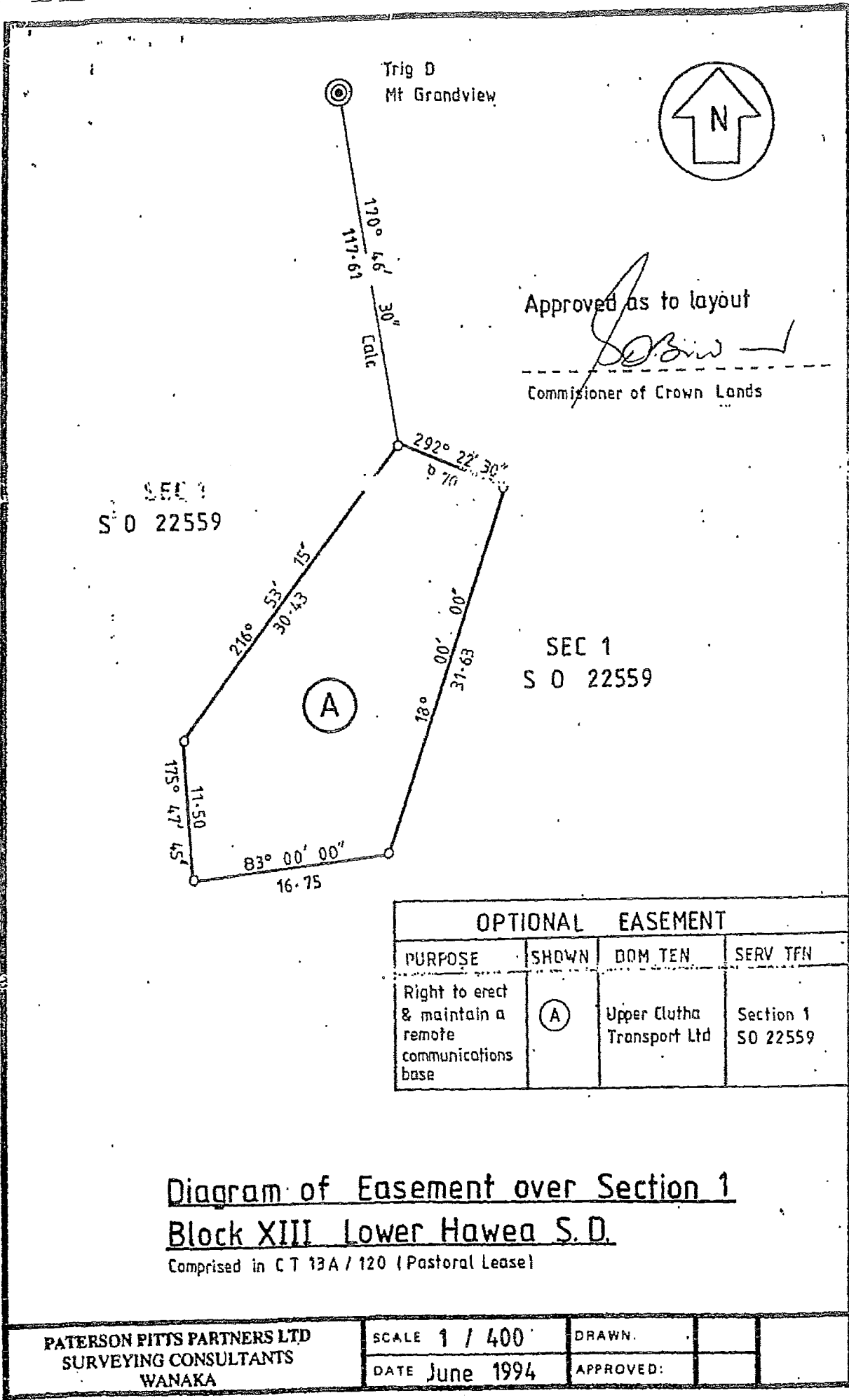
)
)
)



Witness: [Signature]

Occupation: CREAK

Address: WCCAFK 3 RD, CHAMBERLAIN



Landonline User ID: hcleary001
 LODGING FIRM: Bodkins
 Address: PO Box 268
(Courier: 18 Limerick Street)
ALEXANDRA
 Uplifting Box Number: _____
 ASSOCIATED FIRM: _____
 Client Code / Ref: EJT - 294801.18

HEREWITH
 Survey Plan (#)
 Title Plan (#)
 Traverse Sheets (#)
 Field Notes (#)
 Calc Sheets (#)
 Survey Report

Dealing / SUD Number:
(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ use only)

Plan Number Pre-Allocated or
to be Deposited.

Rejected Dealing Number: 7819333

YEC 7831714.1 Deed o

Cpy - 02/03, Pgs - 006, 28/06/08, 13:32

Copies
(inc. original)

DocID: 212197480

OT

P

Other (state)

Priority Order	CT Ref	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	RESUBMISSION	NOTICES	ADVERTISING	NEW TITLES	OTHER	PRIORITY CAPTURE	FEES \$ GST INCLUSIVE
1	OT13A/120	YEC	Her Majesty the Queen/Upper Clutha Transport Ltd	60.00 1	\$31						\$91.00 \$31.00
2											
3											
4											
5											
6											

PAID



CHEQUE 31.00
CHCH A 0R6256

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Subtotal (for this page) ~~\$91.00~~

Total for this dealing ~~\$91.00~~

Less Fees paid on Dealing # 7819333 ~~\$60.00~~

Cash/Cheque enclosed for ~~\$31.00~~

Original Signatures? _____

Fees Receipt and Tax Invoice
 GST Registered Number 17-022-895
 LINZ Form P005
 LINZ Form P005 - PDF

Appendix 8: Form of existing right to take, convey and use water marked "a-p" on the Plan

833058/3

Approved by the District Land Registrar of Otago as No. 1983/6

MEMORANDUM OF TRANSFER

TRANSFEROR/S:

(hereinafter called "the transferor/s")

TRANSFeree/S:

(hereinafter called "the transferee/s")

CONSIDERATION:

LAND:

Estate:

Area

Description

Reference in Register

Encumbrances Liens and Interests

The transferor/s being registered as proprietor/s of the above described land subject to such encumbrances liens and interests as are herein set out in consideration of the sum hereinbefore referred to paid to the transferor/s by the transferee/s (the receipt of which sum is hereby acknowledged) hereby transfer/s to the transferee/s all the estate or interest of the transferor/s in the said land.

IN WITNESS WHEREOF this transfer has been executed this

day of 19 .

SIGNED by the abovenamed

)
)
)
)
)
)
)
)
)
)
)

as transferor/s in the presence of:

Signature of Witness

Occupation

Address

DRK.
JH B [Signature]

MEMORANDUM OF TRANSFER CREATING
AN EASEMENT

GRANTOR: HER MAJESTY THE QUEEN (as to the land mentioned in the first schedule)

GRANTEES: DAVID RICHARD WILSON KANE of Hawea Flat, Farmer and LYNETTE SYDNEY KANE of Hawea Flat, Married Woman (as to the land mentioned in the second schedule).

FIRST SCHEDULE

<u>Area</u>	<u>Legal Description</u>	<u>Certificate of Title</u>
1974.70 ha /	Part Section 1 SO 22559 / being all of the land contained in Pastoral Lease No. 349	13A/120

Subject to: Agreements 428216 and 662306
Conservation Covenant 806601 /

SECOND SCHEDULE

78.5722 ha /	Section 18 Lower Hawea District intersected by water races /	8D/349 /
128.7811 ha /	Section 19 Block V Lower Hawea District /	7D/1394
129.82 ha /	Section 43 Block V Lower Hawea District	11A/493 /
<u>Subject to:</u> Section 8 Mining Act 1971 and Section 5 Coal Mines Act 1979		
129.4994 ha /	Section 1 Block VII / Lower Hawea District	7D/1393 /

WHEREAS the Grantor is the registered proprietor of the land described in the first schedule hereto AND WHEREAS the Grantor has agreed to grant to the Grantees the full free and uninterrupted right and liberty and privilege hereunder described to the intent that the same shall be an easement (subject as hereinafter appears) forever appurtenant to the land in the second schedule described

DAR
JH


through and along those parts of the land in the first schedule delineated "B" and "C" on the diagram attached hereto.

THAT IS TO SAY:

1. TO take convey and use water in free and unimpeded flow (except during any periods of necessary cleaning and repairing) over through and along those portions of the land described in the first schedule to the land in the second schedule and to do all acts and things reasonably necessary to enable water to be so taken conveyed and used to place lay or maintain at a depth of not less than half a metre in and under the land first described in the first schedule a line of water pipes of an internal diameter of not more than 32 millimetres in and along those parts of the land described in the first schedule delineated on the said diagram attached hereto as aforesaid and
2. TO enter upon the land described in the first schedule with or without engineers and workmen and with or without any necessary vehicles implements tools pipes and materials of any kind for the purpose of maintaining repairing and from time to time renewing the said pipeline and storage facility and opening up the soil of the land described in the first schedule as shall be necessary thereto.

PROVIDED ALWAYS and it is hereby covenanted and agreed by and between the parties hereto as follows:

3. THE grantees and the owners engineers and workmen in the exercise of all or any of the rights hereby granted shall cause as little damage as possible to be done to the surface of the land described in the first schedule and shall effect all work with reasonable dispatch and restore the said surface as near as possible to its original state.
4. The grantees shall pay all costs of and incidental to the maintenance of the pipeline.
5. No addition to the storage facility or pipeline or re-alignment of the pipeline shall be made by the grantees without the prior written consent of the grantor.

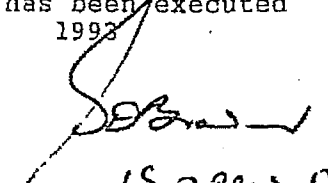
IN WITNESS WHEREOF this transfer has been executed this 16th day of June 1993

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN by the)
Commissioner of Crown Lands)

Acting

in the presence of:

Witness Bullen
Occupation Pastoral Administration Officer
Address Department of Survey and Land Information
Wellington



(S.D. Brown)

Acting Commissioner of Crown Lands



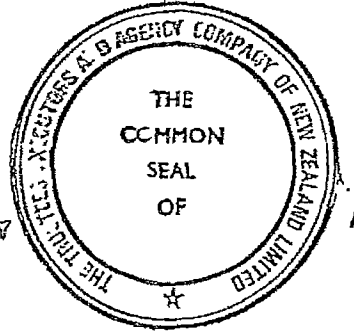
SIGNED by the said) DRW. Kane
DAVID RICHARD WILSON KANE and)
LYNETTE SYDNEY KANE)
in the presence of:) LD Kane

Witness *CL R*
Occupation *herd to look*
Address *Allen Gibson Deredin*

CONSENT OF LESSEE

THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF NEW ZEALAND LIMITED the lessee of the servient tenement in the first schedule hereto named and described in Pastoral Lease no. 349 hereby consent to the within written Memorandum of Transfer creating a right to convey water.

by *[Signature]*
THE COMMON SEAL of)
THE TRUSTEES EXECUTORS AND)
AGENCY COMPANY OF NEW ZEALAND)
LIMITED was hereunto affixed)
in the presence of:)



SECRETARY

AUTHORISED SIGNATORY

0887P

DRW
[Signature]

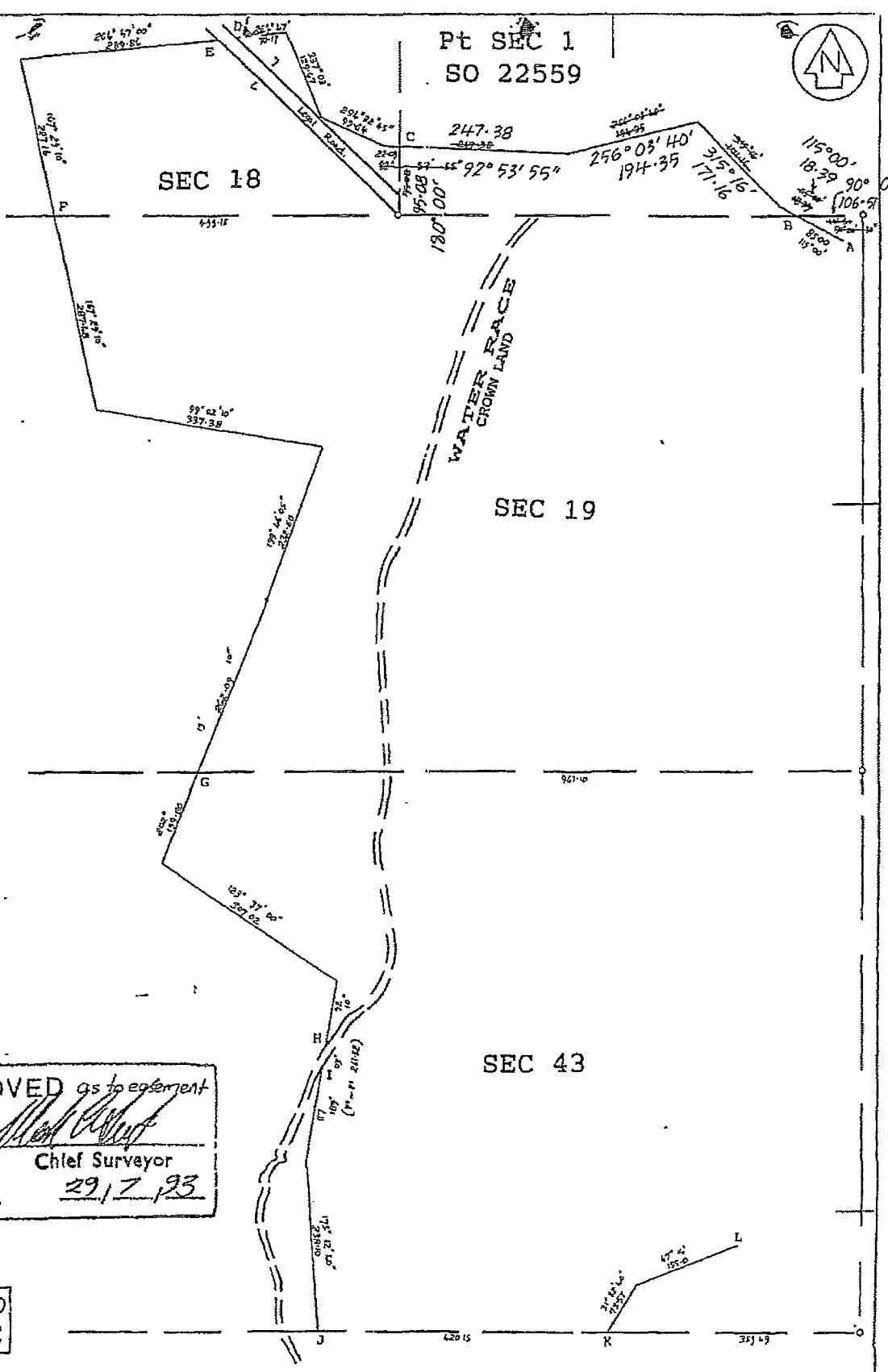


Pt SEC 1
SO 22559

SEC 18

SEC 19

SEC 43



APPROVED *as to easement*
B-C.
[Signature]
Chief Surveyor
29/7/93
T 833058

SCALE 1 : 7,500
DATUM GEODETIC

PATERSON PITTS PARTNERS LTD
SURVEYING CONSULTANTS

EASEMENTS OVER SEC'S 18, 19 & 43 BLK V
LOWER HAWEA S.D. & Pt SEC 1 SO 22559

[Handwritten signatures and initials]

Correct for the purposes of The Land Transfer Act and certified that part 11A of The Land Settlement Promotion and Land Acquisition Act 1952 does not apply to this transaction.

Ra Murray

Solicitors for the Transferee/s.

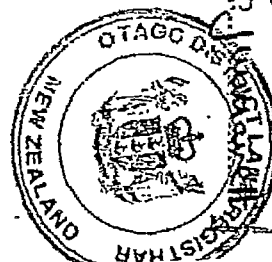
TRANSFER

10.48 01.JUN.93 833058/3

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO

A 21.1.1977 TRANSFER
139/20

70/1374 70/1393
80/349 114/493



COOK ALLAN GIBSON
Solicitors,
Dunedin.

Appendix 9: Form of an existing right to take, convey and use water marked "q-r" on the Plan

N/L

913013 TE

Approved by the Registrar-General of Land, Wellington: 514307.1/82

MEMORANDUM OF TRANSFER

BACKGROUND

198
198
198

- A. HER MAJESTY THE QUEEN (the Grantor) is registered as proprietor of an estate in fee simple in the land described in the First Schedule (the servient land)
- B. ** ~~VERENICA JAMES SOMERS BAKER~~ of ~~Hawke Bay~~ (the Grantee) is registered as proprietor of an estate in fee simple in the land described in the Second Schedule (the ~~servient~~ dominant land)
- C. LINCOLN UNIVERSITY (the Lessee) is the Lessee of the land in the first part of the First Schedule under and by virtue of pastoral lease No 349.

being registered as the proprietor of an estate

10:40:11:03:40	22/11/1995	0000009519
New Zealand Stamp Duty - Not Liabie		
Self assessed duty		***,***,***.00

subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all _____ piece _____ of land containing

to the same a little more or less

- D. The Grantor has agreed to grant to the Grantee, as an easement appurtenant to the dominant land, a right to take and convey water from and across the servient land to the dominant land upon the terms and conditions set out in this Transfer.
- E. LINCOLN UNIVERSITY as Lessee, consents to the creation of the easement.

198
198
198

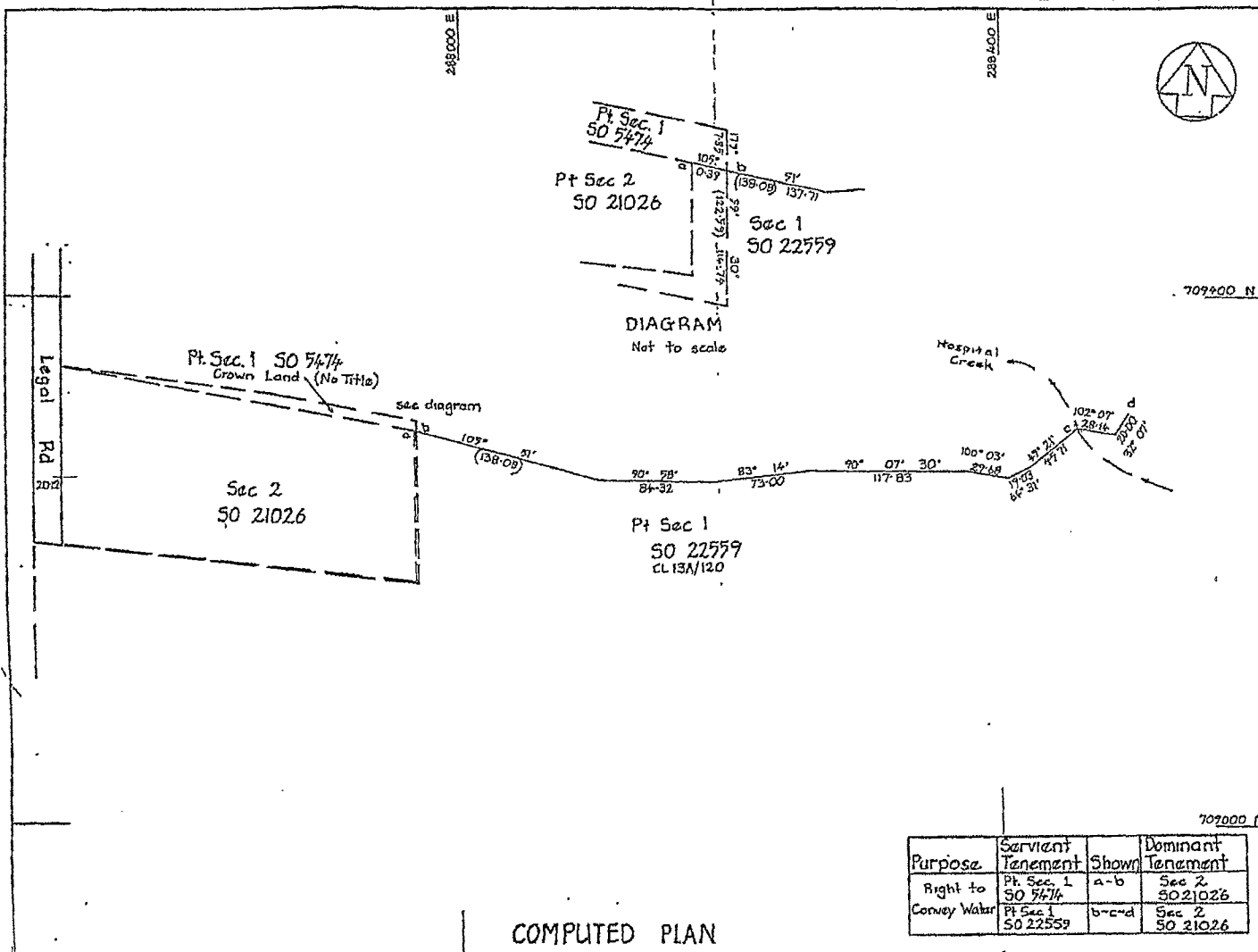
- ** ANNI MARIANNE LOUISE SIDNEY of Wanaka, Mother and KENNETH WILLIAM ROBERTSON of Wanaka, Chef as tenants in common in equal shares

~~IN CONSIDERATION OF~~ the sum of

paid to ~~_____~~ by

the receipt of which sum ~~_____~~ hereby acknowledge ~~_____ DO _____~~ HEREBY TRANSFER to the said

all ~~_____~~ estate and interest in the said piece ~~_____~~ of land



Approvals
 Approved *[Signature]*
 Commissioner of Crown Lands
 on behalf of HM the Queen as owner.

NOTE:
 Line statements do not necessarily indicate the as-built position of services.

GEODETIC 1949 DATUM
 Coordinates in terms of FALSE ORIGIN
 700000 mN 300000 mE

Total Area _____
 Comprised in C.L. 13A/120

I, Brian Gray, of Kaitiaki, Registered Surveyor and holder of an annual practicing certificate for whom may act as a registered surveyor pursuant to section 33 of the Survey Act 1952 hereby certify that this plan has been made from surveys executed by me or under my direction, that such plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.
 Dated at Kaitiaki this 1st day of April 1996 Signature *[Signature]*

Total Book _____ Traverse Book _____
 Reference Plans SO 5925, 11026, 22559

Purpose	Servient Tenement	Shown	Dominant Tenement
Right to Convey Water	Pt. Sec. 1 SO 5474	a-b	Sec 2 SO 21026
	Pt. Sec. 1 SO 22559	b-c-d	Sec 2 SO 21026

Examined *[Signature]* Correct
 APPROVED FOR PURPOSES OF SEC 147(1) LAND TRANSFER ACT 1952.
 27.6.96 *[Signature]* Chief Surveyor
 Deposited this _____ day of _____ 19__

LAND DISTRICT Otago
 Survey Blk. & Dist. XIV Lower Hawea SD
 No. of Plans 10 of No. 22

Plan of Easement Over Part Section 1 SO 5474 And Section 1 SO 22559

TERRITORIAL AUTHORITY Queenstown Lakes De
 Surveyed by Paterson Pitts Partners Ltd
 Scale 1:2000 Date April 1996

District Land Registrar
 Received 21 5/96
 Instructions
SO 24396

SCHEDULE ONE

Part One

Containing 1974.7ha or thereabouts being part Section One SO22559 being all the land contained in Pastoral Lease No 349 and being the land in Certificate of Title 13A/120 (Otago Land Registry) subject to and together with agreements 429216 and 662306, Conservation Covenant 806601 and Transfer 833058/3.

Handwritten initials/signature

~~PART ONE~~ ~~Part One~~

~~PART SECTION ONE SO22559~~ ~~Part Section One SO 22559~~

SCHEDULE TWO

Containing 3.2620ha or thereabouts being Section Two Block XIV Lower Hawea District being the land in Certificate of Title Volume 10A Folio 173 (Otago Land Registry) subject to and together with the reservations and conditions imposed by s8 Mining Act 1971 and s5 Coal Mines Act 1979, and subject to Mortgage No. 870029/3.

Handwritten initials/signature

INTERPRETATION

"Costs" means the costs of the installation, creation, establishment, repair, maintenance and serving of any article, property or facility used or needed for the proper exercise of the rights created by this Transfer.

"Easement" means the easement recorded by this Transfer

"The Grantee" in relation to the easement means the registered proprietor for the time being of the dominant land to which the easement is appurtenant.

"The Grantor in relation to each easement" means the registered proprietor for the time being of the servient land which is subject to the easement

Handwritten initials/signature

~~The Plan means the diagram of water easement over Section One SO22559 and part Section One SO22559, Block XIV Lower Hawea Survey District, and which is annexed to a form part of this Transfer~~

"Water supply area" means that part of the servient land marked ~~XXXXXX~~ ^{b-c-d} on the Plan the line so marked being the centre line of a three metre wide easement (subject to Clause 2 hereof)

Handwritten initials/signature

S024396

OPERATIVE PART

2 Grant of Easement

In consideration of the sum of ten cents paid by the Grantee to the Grantor, the Grantor **TRANSFERS AND GRANTS** to the Grantee, as an easement for all time appurtenant to the dominant land, the rights:

(a) To convey water from the unnamed tributary of Hospital Creek on the servient land at the point of intake shown on the annexed plan marked "A" to the dominant land by the pipeline referred to below. Subject to the prior approval of the Grantor and the Lessee the intake point may be located or relocated at any point within a radius of 20 metres of the point marked ~~X~~ on the Plan.

d

(b) To lay and maintain at a uniform depth of no less than 15cm or thereabouts (ground conditions permitting) from the surface in and under the soil of the servient land, a line of water pipes (the pipeline) of an internal diameter of no more than 25mm from the point of intake on the line on the annexed plan marked ~~"A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z"~~ b-c-d

★

(c) To enter upon the servient land with or without engineers contractors and workers and with or without any necessary vehicles implements tools pipes and materials of any kind for the purposes of laying, maintaining, inspecting, cleaning, repairing and renewing the pipeline and opening up the soil of the servient land as may be necessary for these purposes.

Handwritten signature and initials

3. Covenants

The Grantee covenants with the Grantor as follows:-

- (a) The Grantee shall cause as little damage as possible to the servient land and to the surface of it and at the cost of the Grantee shall effect all work necessary with reasonable despatch.
- (b) The Grantee shall restore the surface of the servient land as nearly as possible to its former condition and replace the soil at the surface and turf consolidated to its proper level.
- (c) The Grantee shall if necessary sow grass with proper quantities of seed and manure to the full width and extent to which the surface of the servient land has been disturbed or interfered with.
- (d) The Grantee shall take such steps as are reasonably practicable to avoid any disruption to the Grantor's farming business when exercising any of the powers referred to in Clause 1(c).
- (e) The Grantee acknowledges that the pipeline and any other facility installed by the Grantee for the purposes of exercising the rights created by this instrument are installed by the Grantee at the Grantee's risk in all respects and the Grantor will not be liable for any costs in relation to the repair replacement or otherwise in connection with the intake point or pipeline whether caused by the Grantor or otherwise.
- (f) Any dispute or difference which may arise as to the liability of any party or the construction or interpretation of this grant, shall be determined by arbitration in accordance with the



provisions of the Arbitration Act 1908 or any Act passed in substitution or amendment and this clause shall be deemed to be a submission within the meaning of that Act.

Dated this 20th day of June 1988 95

Signed for and on behalf
HER MAJESTY THE QUEEN BY THE
COMMISSIONER OF CROWN LANDS

in the presence of: *H.C. Carter*
Deputy Member General Services Lands
Department of Survey and Land Information
Wellington


Signed by the said ANNI MARIANNE LOUISE SIDEX and
~~HER MAJESTY THE QUEEN BY THE~~ KENNETH WILLIAM ROBERTSON as

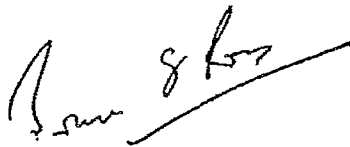
Grantee in the presence of:


H.C. Carter
Deputy
Member

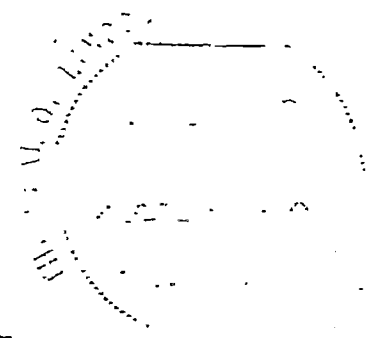
CONSENT OF LESSEE

LINCOLN UNIVERSITY, the Lessee of the servient land in the first part of the First Schedule hereto named and described in Pastoral Lease No 349 hereby consents to the within written Memorandum of Transfer creating a right to convey water

THE COMMON SEAL of LINCOLN UNIVERSITY
was hereunto affixed in the presence of:-


A. J. Sargison Registrar


Bruce J Ross Vice-Chancellor



Schedule of Easements			
Purpose	Shown	Dominant Tenement	Servient Tenement
Right to convey water	A, K, B, C, D, E, F, G, H, I, J	Sec 2 SO 21026	Sec 1 SO 22559 & Pt Sec 1 Pt Sec 2 SO 5474 & SO 5474

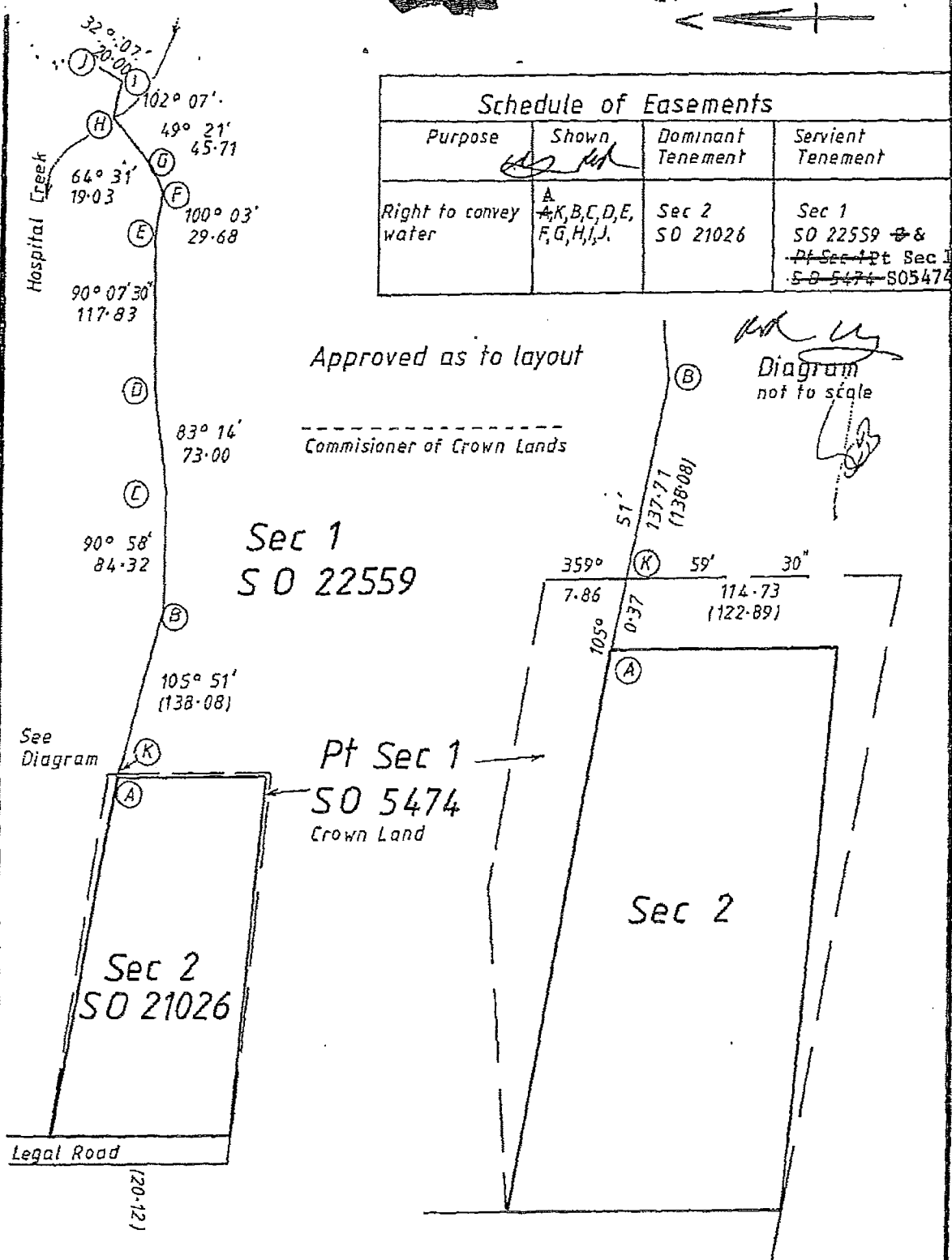


Diagram of Water Easement Over Section 1
S O 22559 & Pt Sec 1 SO 5474 Block XIV
Lower Hawea S D Comprised in C.L A2/1206 & Crown Land

PATERSON PITTS PARTNERS LTD SURVEYING CONSULTANTS WANAKA	SCALE 1 / 4000	DRAWN	
	DATE August 1994	APPROVED	

IN WITNESS WHEREOF these presents have been executed this day of 19

Signed by the abovenamed }

as transferor in the presence of: }

Witness's Signature

Occupation

Address

MEMORANDUM OF TRANSFER

Transfer correct for the purposes of the Land Transfer Act.

[Signature]
.....
(Solicitor for) the transferee

of

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

..... Transferor

[Signature]
.....
(Solicitor for) the transferee

..... Transferee

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

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

.....
Solicitor for the transferee

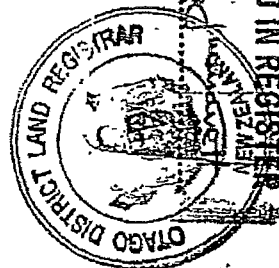
.....
Assistant/District Land Registrar

of the District of

129/120, 109/178

11.58 29. JUL 96
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR

913013



Appendix 10: Form of an existing right to convey water marked "s-t" on the Plan



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



Historical Search Copy


R.W. Muir
Registrar-General
of Land

Identifier **OT18C/826**
Land Registration District **Otago**
Date Registered 18 December 1998 03:22 pm

Type Deed of easement under s60 Land Act
1948
Area 1995.0000 hectares more or less
Legal Description Section 1 Survey Office Plan 22659
Original Proprietors
Her Majesty The Queen

Interests

Identifier

OT18C/826

18C/826

DEED OF EASEMENT
(Pursuant to section 60 Land Act 1948)

Right to Convey Water

This deed made this 14th day of December 1998

BETWEEN HER MAJESTY THE QUEEN (hereinafter referred to as "the Grantor")

AND LINCOLN UNIVERSITY (hereinafter referred to as "the Grantee")

WHEREAS

1 The Grantor is the owner pursuant to the Land Act 1948 of that parcel of land containing 1995 hectares and being the land described as Section I SO22659 being all of the land contained in Pastoral Lease No. 349 registered as Vol. 13A Folio 120 (Otago Registry) ("the Servient Land")

SUBJECT TO:

- Conservation Covenant 806601
- Right to convey water created by Transfer 833058/3
- Right to convey water created by Transfer 913013

2 The Grantee is the owner of that parcel of land containing 9190m² being the land described as Lot 1 on DP 26882 and being part of the land comprised in Certificate of Title 14B/605, Certificate of Title 18D/784 having been allocated, ("the Dominant Land")

3 The Grantee is desirous of an easement to convey water from time to time over parts of the Servient Land.

R

Identifier

OT18C/826

Page 2

- 4 The Commissioner of Crown Lands has agreed pursuant to section 60 of the Land Act 1948 to the grant of a right to convey water over the Servient Land together with the ancillary rights attaching thereto upon the terms and conditions contained in this deed.

IT IS HEREBY AGREED in consideration of these demises and in consideration of the sum of \$1.00 (One dollar) paid to the Grantor by the Grantee the receipt of which sum is hereby acknowledged, the Grantor does hereby grant to the Grantee as an easement appurtenant to the Dominant Land the full free and uninterrupted right to convey water over the Servient Land upon the line, being the centre-line of an easement shown B-C^{on DP 26882} on the plan annexed hereto together with the following rights, powers and privileges, namely:

- (a) the right to convey water in approved quantities except during any periods of necessary cleaning and repairing, along the line of the easement marked B-C on the plan annexed hereto and to do all acts and things reasonably necessary to enable water to be so conveyed; and
- (b) to enter upon the Servient Land with or without engineers and workman and with or without any necessary vehicles, implements, tools, pipes and materials of any kind for the purposes of maintaining, repairing and from time to time renewing the as built services currently situate therein and thereon and from time to time opening up the soil of the Servient Land as may be necessary for those purposes.

And in consideration of the grant hereinbefore made, the Grantee and their assigns covenants with the Grantor as follows, namely

- 1 The Grantee and the Grantee's agent's workmen and engineers shall cause as little damage as possible to the surface of the Servient Land in the exercise of any of the rights hereby granted and at the cost in all things of the Grantee, effect any such repair, renewal or maintaining of the easement with all reasonable despatch; and

R

Identifier

OT18C/826

Page 3

- 2 Shall restore the surface of the Servient Land as nearly as possible to its former condition replacing the soil with surface and turf consolidated to its proper level.
- 3 Shall ensure that the said easement is at all times cleaned and scoured and kept free of debris so as to give free and unimpeded flow of the water being transported therein and thereby.

R

Identifier

OT18C/826

Page 4

And Lincoln University as Lessee of the Servient Land pursuant to pastoral lease number P349 does hereby consent to the registration of the within easement.

SIGNED by)
LINCOLN UNIVERSITY)
As Lessee in the presence of)

Frank Wood
Vice-Chancellor

Bareilly / Allison
University Administrator

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
As Grantor by the Commissioner)
~~Of Lands in the presence of:~~)

Robert William Lysaght
Michael John Todd

PURSUANT TO A DELEGATION
FROM THE COMMISSIONER
OF CROWN LANDS

MICHAEL JOHN TODD
CONTRACT MANAGER
C/- LINZ, CHRISTCHURCH

SIGNED by)
LINCOLN UNIVERSITY)
As Grantee in the presence of)

Frank Wood
Vice-Chancellor

Bareilly / Allison
University Administrator
Correct for the purposes of the land

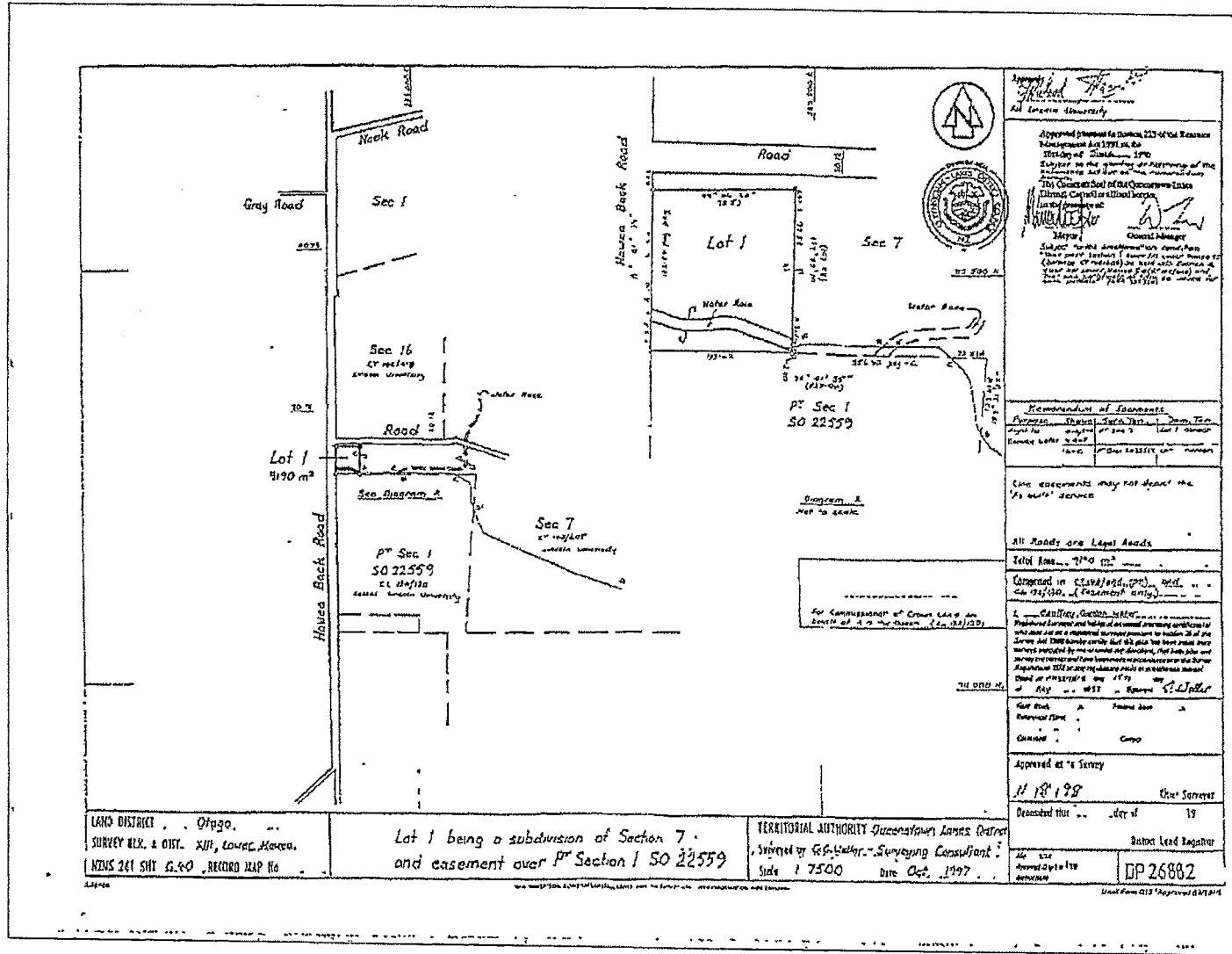
Transfer Act

[Signature]
Solicitor for the Grantee

VGEBAD11071JBS

OT18C/826

Identifier



Historical Search Copy Dated 10/03/06 9:55 am, Page 6 of 7

Transaction Id
 Client Reference Mt Grand-DP

Identifier

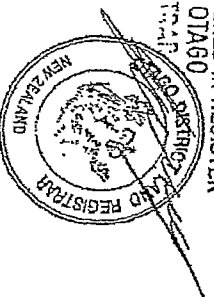
OT18C/826

18C/826

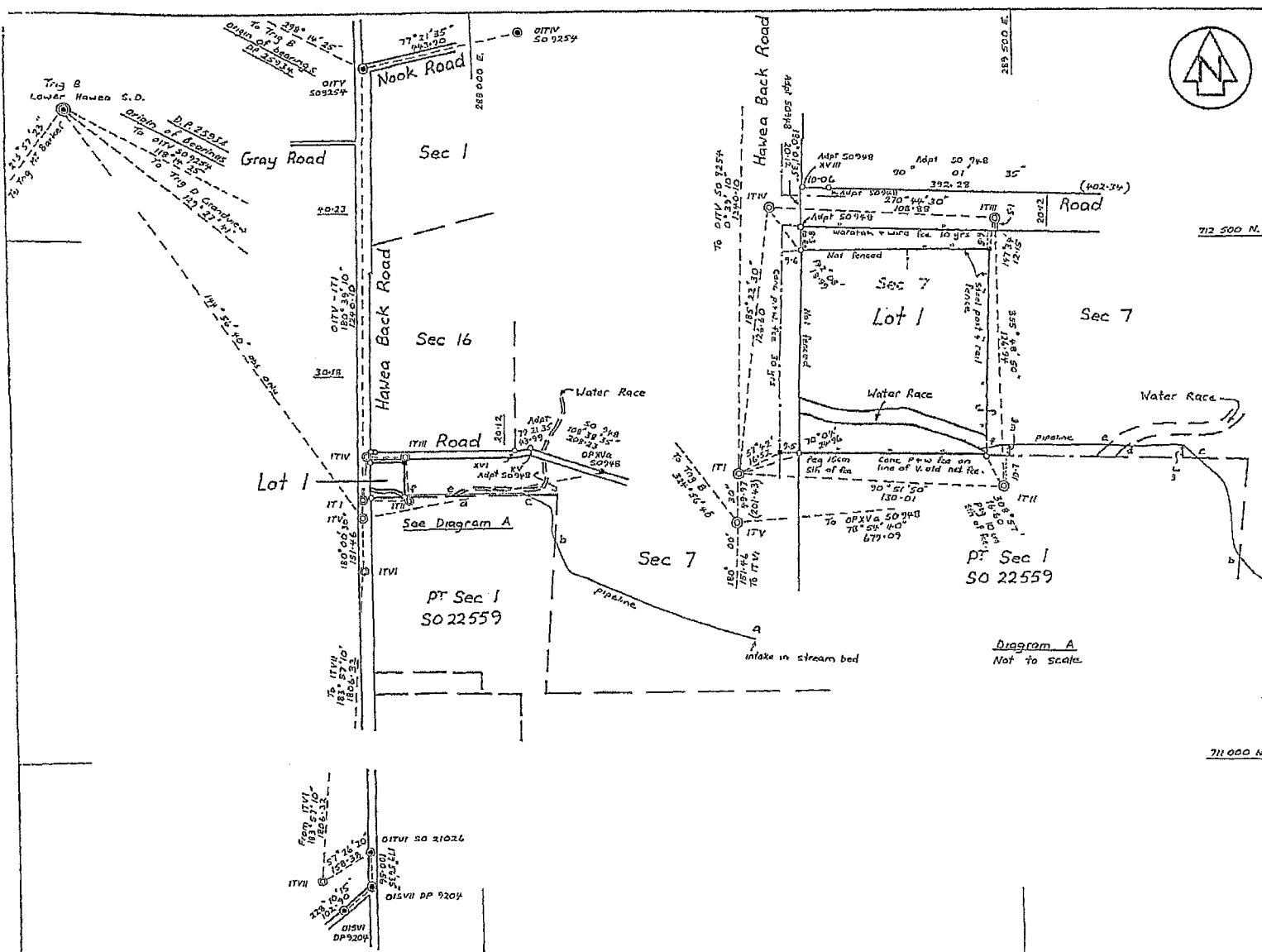
2
P
L
A

3.22 10 DEC 98 9595541.4

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OF AGO
ASCT 1 AMIN PROUTER



928/281



Approvals
Notes:
 1/ For ties to water supply easements see field notes.
 2/ For additional ties to occupation see field notes.
 3/ Bearings adopted from old Cadastral plans have been adjusted by + 01'35" to bring them into terms with Geodetic Datum 1949.

Coordinates			
ITV SO 9254	78 274.128	712 994.44 N	287 697.15 E
ITI	71 754.54 N	287 683.01 E	
ITII	71 875.18 N	287 803.74 E	

Datum: Geodetic 1949
 Circuit: Linds Peak

Total Area.....
 Comprised in.....

I, Geoffrey Gordon Waller,
 Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1988 hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.
 Dated at Alexandra this 15th day of May 1998
 Signature G. Waller

Field Book A Traverso Book B
 Reference Plans OP 9204, 25934, 50598, 5454, 9254, 18523, 21026
 Examined AC Correct AC

Approved as to Survey
11.1.98
M. H. Warburton
 Chief Surveyor

Deposited this 16th day of December 1998

[Signature]
 District Land Registrar

File 1221
 Received 24.12.98
 Instructions
DP 26882

LAND DISTRICT Otago
 SURVEY BLK. & DIST. XIII, Lower Hawea
 NZMS 261 SHT G.40 RECORD MAP No.....

Lot 1 being a subdivision of Section 7
 and easement over PT Section 1 SO 22559

TERRITORIAL AUTHORITY Queenstown Lakes District
 Surveyed by G.G. Waller - Surveying Consultant
 Scale 1:7500 Date Oct 1997

Appendix 11: Form of an existing right held in Certificate under 5.417 Resource Management Act 1991 marked "u-v" and "w-x" on the Plan

C417 963354.1 Certificat

Copy - 01/01, Pages - 004, 02/08/05, 15:00



DocID: 110660834



MC030, 3321B, 98022

Replacing original certificate issued 9 April 1998

CERTIFICATE UNDER S. 417 OF THE RESOURCE MANAGEMENT ACT 1991

oOo

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

Russell Hunter Lovelock and Beverley Ann Lovelock

of "Lagoon Valley", Hawea Flat, R D 2, Wanaka

being registered as holders of Licence for Water Race Nos. 4319, 4441, 4503 Cromwell Registry of the Warden's Court, are entitled to cut, construct, and maintain a race, to use as a race a natural channel (but only where that channel has been so used under the licences), to occupy (but only for the purposes of the construction, maintenance, and improvement of the race) the land forming the course of the race plus a three-metre strip on each side, to deposit within those strips any material removed from the race in the course of maintaining and improving it, and to convey water in the race, across the lands described in the Schedule, as indicated on the attached diagram.

M E Weaver

M E Weaver

Manager Resource Administration

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

R W Scott

R W Scott

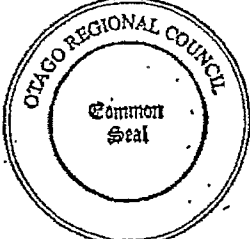
Director Corporate Services

M L Rosson

Chairperson

10 187 98

Common Seal



l p:\sl2\Ulovelock c417.doc

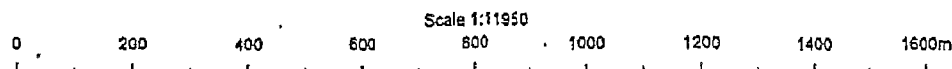
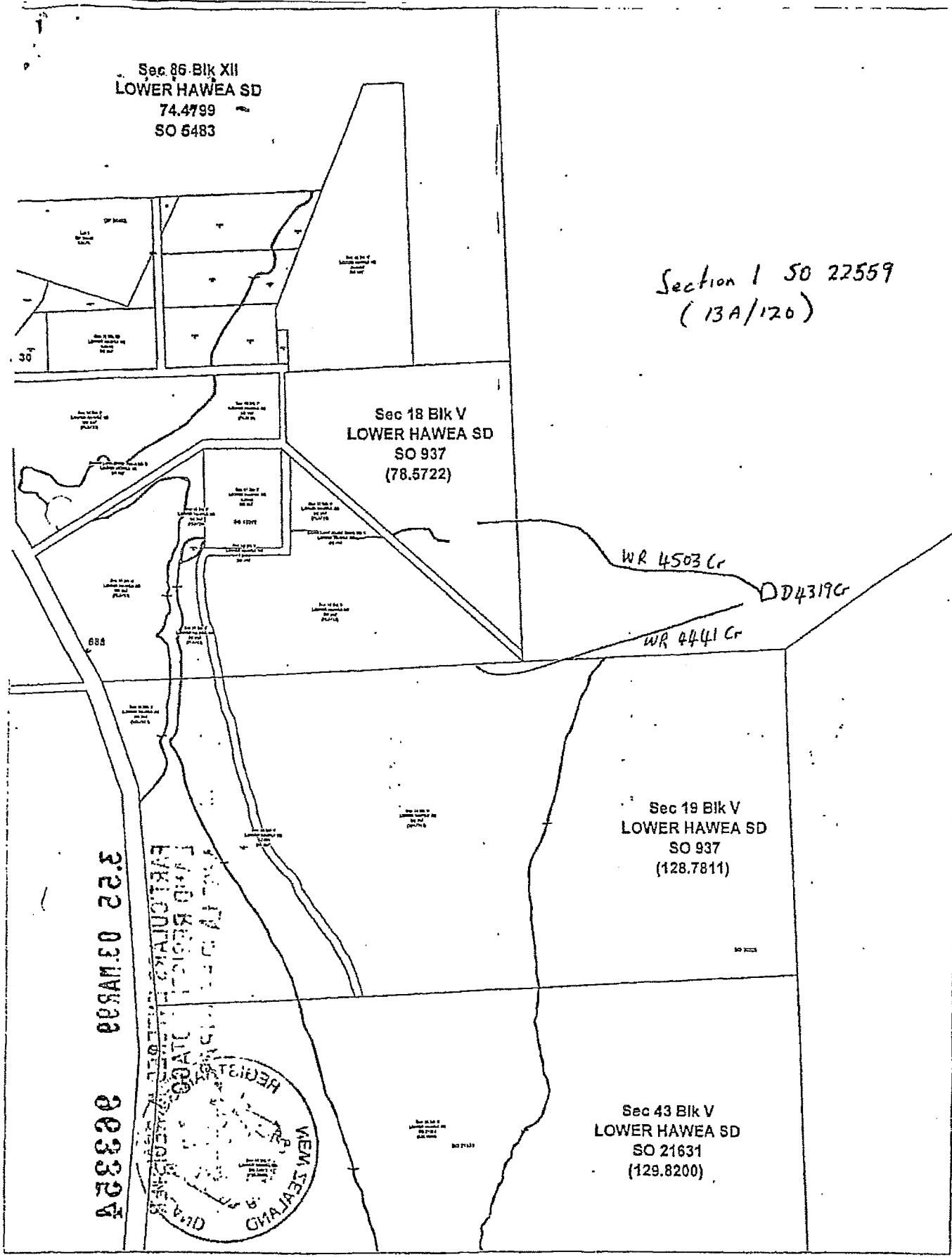


MC030, 3321B, 98022

SCHEDULE

Land Affected	Title Reference	
Section 1; SO 22559	13A/120	Her Majesty the Queen As Lessor; Lincoln University as Lessee
Section 18 Block V Lower Hawea District	8D/349	Russell Hunter Lovelock and Beverley Ann Lovelock
Section 19 Block V Lower-Hawea District	7D/1394	Russell Hunter Lovelock and Beverley Ann Lovelock

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3.55 03.MAR99 963354.1

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR
for Registrar-General of Land



RECALL FILE LABEL



F5000004672851

MWP_0015820

Execution Section

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

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

Witness

Occupation

Address

SIGNED for and on behalf of **Lincoln University** in the presence of:

Witness

Occupation

Address