

Crown Pastoral Land Tenure Review

Lease name:

KAIWARUA - PT 114

MT CECIL - PT 078

MT STUDHOLME - PT 079

Substantive Proposal

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

January

10

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

Date: 16 February 2009



Parties

Holder: **Caberfeidh Farms Limited** (lessee of Mt Cecil and Mt Studholme)

C/- One to One Financial Management Limited
POBox 457
Timaru

Kaiwarua Station Limited (lessee of Kaiwarua)

Kaiwarua Station
Waihao Valley Road
RD7
Waimate

Commissioner of Crown Lands:

C/- Opus International Consultants Limited

POBox 1482
Christchurch
Attention Bob Webster

The Land

- (i) **Lease - Mt Cecil:** Pt078
- Legal Description:** Run 47B situated in Blocks III, IV, VII, and VIII Waihao Survey District.
- Area:** 2452.7997 hectares more or less
- Certificate of Title/Unique Identifier:** CB 529/92
- (ii) **Lease - Mt Studholme:** Pt079
- Legal Description:** Part Run 284, Part Run 250 and Part Run 3347 situated in Blocks V and IX Waimate and Blocks VII, VIII and XII Waihao Survey Districts.
- Area:** 1885.9639 hectares more or less
- Certificate of Title/Unique Identifier:** CB 11 KI1308

- (iii) **Lease - Kaiwarua:** Pt 114
- Legal Description:** Run 47A, Lot 1 DP 25108 and RS 39778 situated in Blocks XIV, XV and XVI Nimrod Survey District and Blocks III, IV and VII Waihao Survey District.
- Area:** 3794.7851 hectares more or less
- Certificate of Title/Unique Identifier:** CB 7B/465

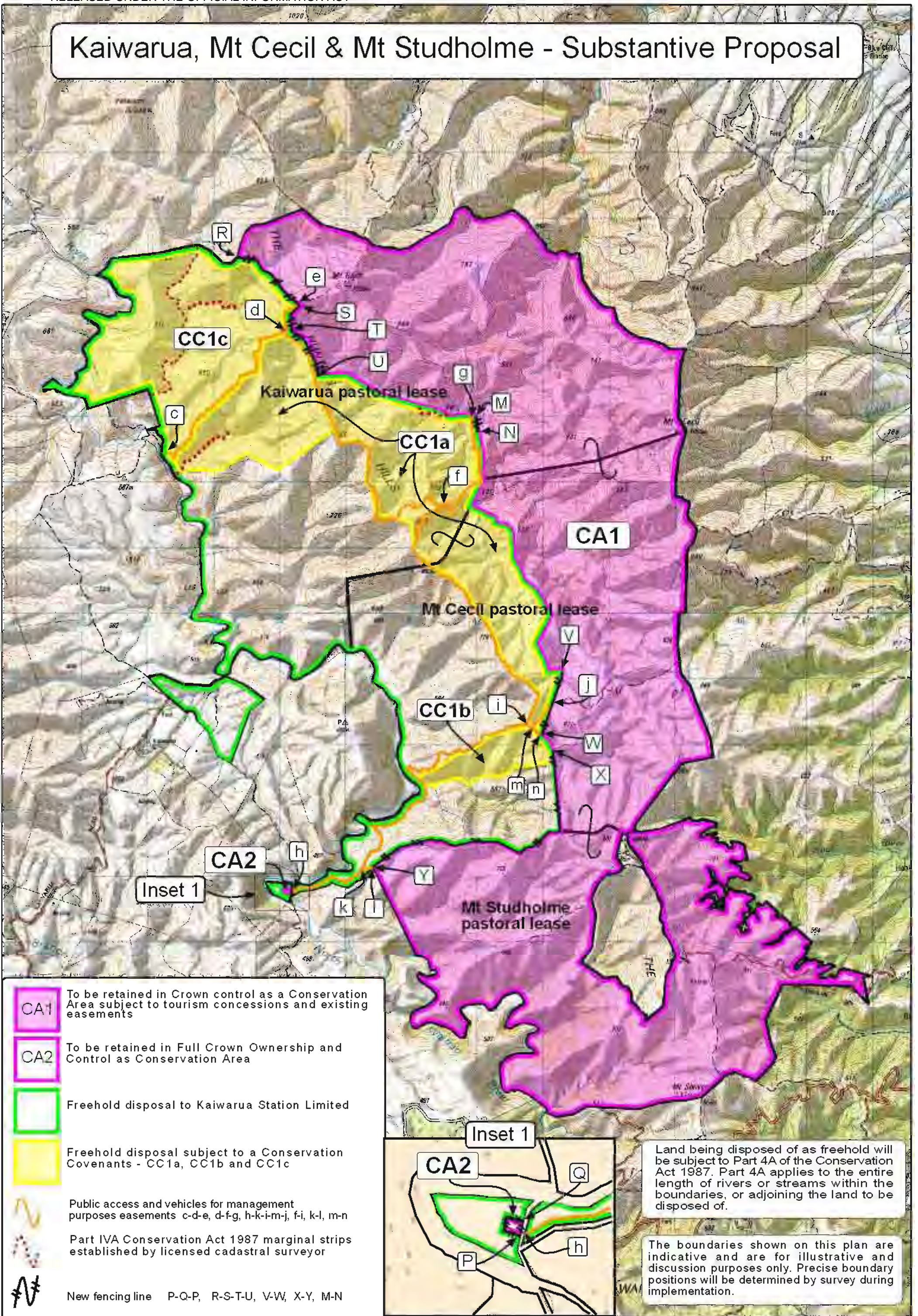
Summary of Designations

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

Kaiwarua, Mt Cecil & Mt Studholme - Substantive Proposal



- CA1 To be retained in Crown control as a Conservation Area subject to tourism concessions and existing easements
- CA2 To be retained in Full Crown Ownership and Control as Conservation Area
- Freehold disposal to Kaiwarua Station Limited
- Freehold disposal subject to a Conservation Covenants - CC1a, CC1b and CC1c
- ~ Public access and vehicles for management purposes easements c-d-e, d-f-g, h-k-i-m-j, f-i, k-l, m-n
- - - Part IVA Conservation Act 1987 marginal strips established by licensed cadastral surveyor
- New fencing line P-Q-P, R-S-T-U, V-W, X-Y, M-N

Land being disposed of as freehold will be subject to Part 4A of the Conservation Act 1987. Part 4A applies to the entire length of rivers or streams within the boundaries, or adjoining the land to be disposed of.

The boundaries shown on this plan are indicative and are for illustrative and discussion purposes only. Precise boundary positions will be determined by survey during implementation.

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:

(a) has been agreed or determined; and

(b) 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
 - (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 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 Solicitor's 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 solicitor's 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 Discretionary Actions

- 25.1 If the Holder has been granted a consent by the Commissioner to do an activity on the land under s18 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.

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 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;

Holders means holders shown on the front page of this Proposal (being the lessees 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 first two pages of this Proposal;

Lease means together the three leases 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 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/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 person's 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 edged in pink on the Plan and marked as "CA2", being 0.04 hectares (approximately) is designated as land to be restored to or retained in full Crown ownership and control as conservation area.

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 shaded in pink on the Plan and marked "CA1", being 4788.5487 hectares (approximately) is designated as land to be restored to or retained in Crown control as conservation area subject to:
- (a) the granting of a tourism concession to Caberfeidh Farms Ltd, substantially as set out in Appendix 4; and
 - (b) the granting of a tourism concession to Kaiwarua Station Ltd, substantially as set out in Appendix 5; and
 - (c) the continuation of the easement in favour of the New Zealand Broadcasting Corporation created by Proclamation 759013 (Canterbury Land Registry) a copy of which is set out in Appendix 6; and
 - (d) the continuation of the easement for the benefit of Television New Zealand Limited created by transfer 5033558.1 (Canterbury Land Registry) a copy of which is set out in Appendix 7; and
 - (e) the continuation of the easement in favour of the Vodafone New Zealand Limited created by transfer A307362.5 (Canterbury Land Registry) a copy of which is set out in Appendix 8; and
 - (f) the continuation of the easement in favour of Telecom New Zealand Limited created by Gazette Notice 5339734.2 (Canterbury Land Registry) a copy of which is set out in Appendix 9.

2 Information Concerning Proposed Concession

2.1 Tourism concession to Caberfeidh Farms Ltd

Description of the proposed activity:

Tourism Concession Licence for the adjoining landholder for the purpose of the business of guided hunting, including the use of vehicles and helicopters for positioning hunters on the land.

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

The area of the Concession Activity is over the area designated as Conservation Area of 4,789 hectares approximately on the plan attached to the proposal. The area covers the southern end of the Hunters Hills from Mt Shriven north to Mt Blyth.

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

The Tourism Concession is limited to guided hunting, including the use of vehicles and helicopters for positioning hunters on the land. The potential effects include potential damage to the flora and fauna by people moving through the area, although this may also happen with

general public use of the Conservation Area for similar purposes, the potential of introduction of weed species by vehicles and the impacts of helicopter activities. The Concession Licence document ensures that the provisions of the Conservation Act apply and includes monitoring of the concession activity. Through Schedule 2 limitations are placed on party sizes and restrictions placed on vehicle and aircraft activities. Schedule 2 ensures the rights of the public are not restricted. The concession provisions ensure that all potential effects will be minimised.

Details of the proposed type of concession:

A Tourism Concession Licence under S. 17Q (1) Conservation Act 1987.

Proposed duration of concession and reason for proposed duration:

Proposed duration: 10 years.

The Tourism Concession Licence has been sought to allow the holders to continue with their existing tourism operations on the property. It will also allow for the diversification of the holders farming activities in the future.

Relevant information:

The tenure review of Kaiwarua, Mt Cecil and Mt Studholme Pastoral Leases is being conducted as a combined review. Kaiwarua Pastoral Lease is held by Kaiwarua Station Limited and Mt Cecil and Mt Studholme Pastoral Leases are held by Caberfeidh Farms Limited. Both holders are being granted a tourism concession for the same activity under the same terms and conditions over the proposed Conservation Area resulting from this review.

In this case the Concessionaire will be Caberfeidh Farms Limited.

The holders of Mt Cecil and Mt Studholme Pastoral Leases, Caberfeidh Farms Limited, have entered into this review voluntarily. The proposed tourism concession is needed for the continuation of the existing tourism operations run by the holders. Caberfeidh Farms Limited has successfully run their existing tourism activities for a number of years and have the knowledge of the property and proven ability to continue with successful tourism activities. The proposed tourism activities will have minimal impact on the area.

2.2 Tourism concession to Kaiwarua Station Ltd.

Description of the proposed activity:

Tourism Concession Licence for the adjoining landholder for the purpose of the business of guided hunting, including the use of vehicles and helicopters for positioning hunters on the land.

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

The area of the Concession Activity is over the area designated as Conservation Area of 4,789 hectares approximately on the plan attached to the proposal. The area covers the southern end of the Hunters Hills from Mt Shriven north to Mt Blyth.

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

The Tourism Concession is limited to guided hunting, including the use of vehicles and helicopters for positioning hunters on the land. The potential affects include potential damage to the flora and fauna by people moving through the area, although this may also happen with general public use of the Conservation Area for similar purposes, the potential of introduction of weed species by vehicles and the impacts of helicopter activities. The Concession Licence document ensures that the provisions of the Conservation Act apply and includes monitoring of the concession activity. Through Schedule 2 limitations are placed on party sizes and restrictions placed on vehicle and aircraft activities. Schedule 2 ensures the rights of the public are not restricted. The concession provisions ensure that all potential affects will be minimised.

Details of the proposed type of concession:

A Tourism Concession Licence under S. 17Q (1) Conservation Act 1987.

Proposed duration of concession and reason for proposed duration:

Proposed duration: 10 years.

The Tourism Concession Licence has been sought to allow the holders to continue with their existing tourism operations on the property. It will also allow for the diversification of the holders farming activities in the future.

Relevant information:

The tenure review of Kaiwarua, Mt Cecil and Mt Studholme Pastoral Leases is being conducted as a combined review. Kaiwarua Pastoral Lease is held by Kaiwarua Station Limited and Mt Cecil and Mt Studholme Pastoral Leases are held by Caberfeidh Farms Limited. Both holders are being granted a tourism concession for the same activity under the same terms and conditions over the proposed Conservation Area resulting from this review.

In this case the Concessionaire will be Kaiwarua Station Limited.

The holders of Mt Cecil and Mt Studholme Pastoral Leases, Caberfeidh Farms Limited, have entered into this review voluntarily. The proposed tourism concession is needed for the continuation of the existing tourism operations run by the holders. Kaiwarua Station Limited has successfully run their existing tourism activities for a number of years and have the knowledge of the property and proven ability to continue with successful tourism activities. The proposed tourism activities will have minimal impact on the area.

Schedule Three: Provisions relating to the Schedule Three Land

1 Details of designation

1 Details of designation

- 1.1 Under this Proposal the land shown edged in green on the Plan, being 3,344.96 hectares (approximately) is designated as land to be disposed of by freehold disposal to Kaiwarua Station Limited subject to:
- (a) Part IVA of the Conservation Act 1987;
 - (b) Section 11 of the Crown Minerals Act 1991;
 - (c) the easement for public access and Department of Conservation management purposes labelled c-d-e, d-f-g, h-k-i-m-j, f-i, k-l and m-n and marked as an orange line on the Plan and substantially as set out in Appendix 10;
 - (d) the covenants shaded in yellow on the Plan and substantially as set out in Appendix 11.
- 1.2 For the avoidance of doubt, it is acknowledged by the Parties that the wagon known as a “stinkie” is located on the Land, [at approximately New Zealand Map Grid co-ordinates 2341028 East and 5617443 North]. Unless survey (clause 14) determines that the wagon is not on the Land, the wagon may be moved to the land described in Schedule One by the Department of Conservation, within two years of the Settlement Date.

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 Solicitor's 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

1. New fencing

1.1 Length and location: New fencing to be erected along the lines shown "R-S-T-U" (2,900 metres approximately) "V-W"(1100 metres approximately), "X-Y"(4,400 metres approximately), "P-Q-P" (80 metres approximately), and M-N (100 metres approximately) on the Plan.

1.2 Type: seven wire fence and T irons or posts, or sheep netting.

The Commissioner will pay the cost of erecting a conventional seven wire fence only and the Holder will pay an agreed value (the additional costs) associated with the erection of a netting fence along the lines indicated in 1.1 above.

To establish the additional costs the Commissioner will call for tenders for erection of:

- (i) a conventional seven wire fence;
- (ii) a sheep netting fence.

Conventional seven wire fence - Fence to be constructed of five HT (2.5mm) wires with, one barbed wire on top and one bottom galvanised medium tensile 4mm (no 8) wire, with wires located on the grazing side of the boundary, except where there is a high risk of snow damage where they shall be placed on the leeward side away from the prevailing snow.

Sheep netting fence – Fence to be constructed of 8 wire sheep netting, 800 mm high, with 300mm stays. Fence to have a barb wire on top. Netting stapled to wooden posts or laced to steep posts.

The general specifications, in clause 1.4 below, and any individual specifications in clause 1.5 below, will apply for both the seven wire and sheep netting options.

1.3 Cost sharing arrangement for sheep netting fence:

On receipt of the tender prices in accordance with clause 1.2 above, the Commissioner will consult the Holder regarding the additional costs and on reaching an agreement satisfactory to both parties the Commissioner and the Holder will confirm the agreement to erect a sheep netting fence on a cost sharing basis.

The parties under this Proposal reserve the right, failing agreement between the parties on the quantum of the additional costs or after concluding consultation agree to erect a conventional 7 wire fence, for the Commissioner to proceed to erect a conventional 7 wire fence in accordance with the indicative requirements as set out under this Appendix 3 of this Proposal.

Confirmation of the agreement in respect of the additional costs and erection of a sheep netting fence is to be by way of an exchange of letters between the Holder and the Commissioner time being of the essence, and in the event of failure to reach an agreement as to "additional costs" or after concluding consultation agree to erect a conventional 7 wire fence, this is also to be confirmed by an exchange of letters.

1.4 General Specifications:

- 2.4 metre x 200 mm treated timber strainers with treated timber stays to be used for gateways and ends of strains (heavy T irons in lieu of strainers with steel stays may be used)
- 3.6 metres Cyclone gates to be erected across vehicle tracks.
- 2.4 metre x 125mm treated timber posts or T irons to be used at 20 m gaps or on appropriate high and low points.

- Six steel warratah standards per 20 metres to be used Warratah standards to be mostly 1.5m long with 1.35m standards allowed on rocky ground and 1.650m on soft ground.
- Warratahs back to back may be used instead of posts on high spots and on corners, with tie-backs on tussock country
- All strainers, to be driven or dug in and rammed and footed with acceptable footing material. No 8 wire to be used on all foots. All dips and hollows to be tied down.
- Netting to be hung on creek crossings and left to swing.
- All strainers and angles to be mortised, stayed and blocked. Stays to be one-third of the way up posts.
- Tie-backs are permitted on both sides of the fence
- All wires are to be securely and neatly tied off. Bottom wire to be between 100 and 150mm above the ground. Line to be benched where required. Most of the line will need to be cleared manually as required.
- Post staples to be 50 X 4mm galvanised slice pointed barb to be driven well in but allow the wire to run through
- Strains not to exceed 300 metres for HT and 250m for No8 and strained to a tension recommended by the wire manufacturer.
- Strainers and angle posts to be dug in to such a depth that 117cm (46") remains out of the ground
- Posts to be driven or dug in to such a depth that 112cm (44") remains out of the ground.
- Under no circumstances are any strainers, post or stays to be shortened either prior to or subsequent to their placement in the ground.
- Triplex strainers to be used on all strains.
- Lightning droppers may be used where appropriate.

1.5 Individual specifications

The following individual specifications will also apply. Locations are defined by waypoints taken from a hand held GPS (Global Positioning System). These waypoints are shown on the maps attached in section 5 of this Appendix, and the New Zealand Map grid co-ordinates are presented in the attached table.

Waypoints

Individual specifications

V-W

009 Terminate strain on each side of creek. Install wooden floodgate.

X-Y

012 to 020 New fence to be constructed next to an existing old fence and on the west side of the old fence.

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- 012 Wooden posts to be at 10m spacings to allow for potential snow loading for approximately 120 metres southwards from this point.
- 014 Wooden posts to be at 10m spacings to allow for potential snow loading for approximately 120 metres southwards from this point.
- 016 Wooden posts to be at 10m spacings to allow for potential snow loading for approximately 100 metres northwards and 150 metres southwards from this point.
- 017 Wooden posts to be at 10m spacings to allow for potential snow loading for approximately 100 metres northwards from this point.
- 020 Wooden posts to be at 10m spacings to allow for potential snow loading for approximately 100 metres northwards from this point.
- 020 to 052 New fence will replace old fence. New fence to be located next to and on north side of the existing old fence, except for one or two short sections where it may be easier to locate the new fence on the south side. Where new fence is to be on the south side of the old fence, wires to be pulled out of the old fence.
- 028 Wooden posts to be at 10m spacings to allow for potential snow loading for approximately 150 metres downhill from this point.
- 038 Wooden posts to be at 10m spacings to allow for potential snow loading for approximately 100 metres downhill from this point.
- 040 1 X 2.4metre gate. Barred or chainlink.
- 052 to 119 New fence will replace old fence. New fence deviated up to 40 metres south of the old fence in this section, and follows the existing 4wd track along the ridge.

P-Q-P

- 059 Fence all four sides of 20m by 20m car park. Sheep netting to be used here due to short strains. Install 4.25 metre gate on road side. 4X150mmX50mm rails either side of gate. Remove old fence along road side.

R-S

- 081 Wooden posts to be at 10m spacings to allow for potential snow loading for approximately 100 metres downhill from this point.
- 084 Install wooden floodgate.
- 085 Install 2.4metre barred gate.

S-T-U

- 089 to 077 New fence is to be constructed next to and on the westside of an old fence.

077 to 096	New fence to be constructed on east side of old fence. Wires to be pulled out of the old fence.
096 to 102	Steel "T" iron type posts, 2 metres in length, to be used on angles and at spacings of no greater than 10 metres. Steel posts to be driven, leaving 1150mm above ground. Alternatively wooden posts and strainers can be used. Fence to be constructed as far to the side of the road as possible, leaving room for a vehicle. No stays or tiebacks to be in the way of vehicle traffic.

M-N

110 to 112	New fence to be constructed. Remove old fence.
111	Install new 4.25 metre gate.

2. Fencing upgrade

2.1 Length and location: Existing fences to be upgraded along the new boundary from U to M (2,600 metres approximately) and from N to V (4,700 metres approximately).

2.2 Specifications:

<u>Waypoints</u>	<u>Individual specifications</u>
------------------	----------------------------------

102 to 110	Bottom wire to be checked and restrained where necessary and tie downs repaired. Repair netting and wooden floodgates.
112 to 114	Replace all wires in existing fence.
114 to 005	Bottom wire to be checked and restrained where necessary and tie downs repaired. Repair netting and wooden floodgates.

3. Specifications for earthworks and vegetation clearance

Lines must be cleared manually as required. For the avoidance of doubt there is to be no line clearance other than by hand. If in the course of fencing work it is considered that a specific section of line should be cleared using machinery, then a separate consent from LINZ will be required prior to any work being undertaken. Such consent is to be sought by LINZ's implementation contractor and approval will require an undertaking of:

- Minimal vegetation disturbance
- Not to cause slope instability
- Not to cause erosion or siltation

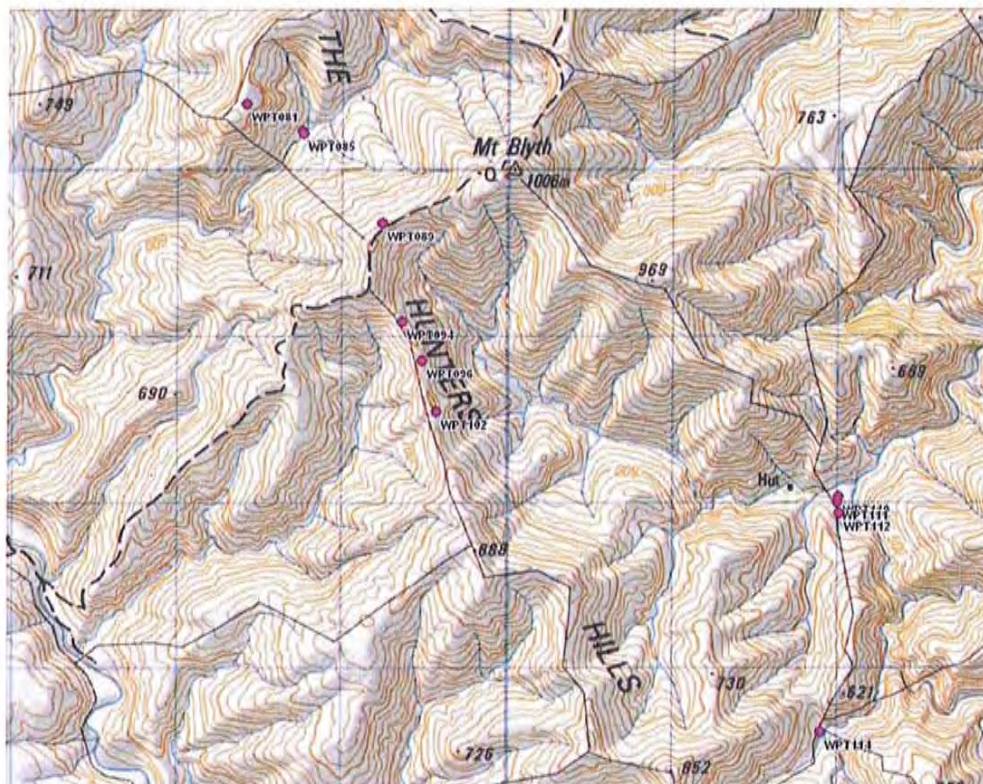
Any earthworks and/or vegetation clearance must comply with the Resource Management Act 1991 and relevant provisions of the relevant District and Regional Plans.

4. Construction

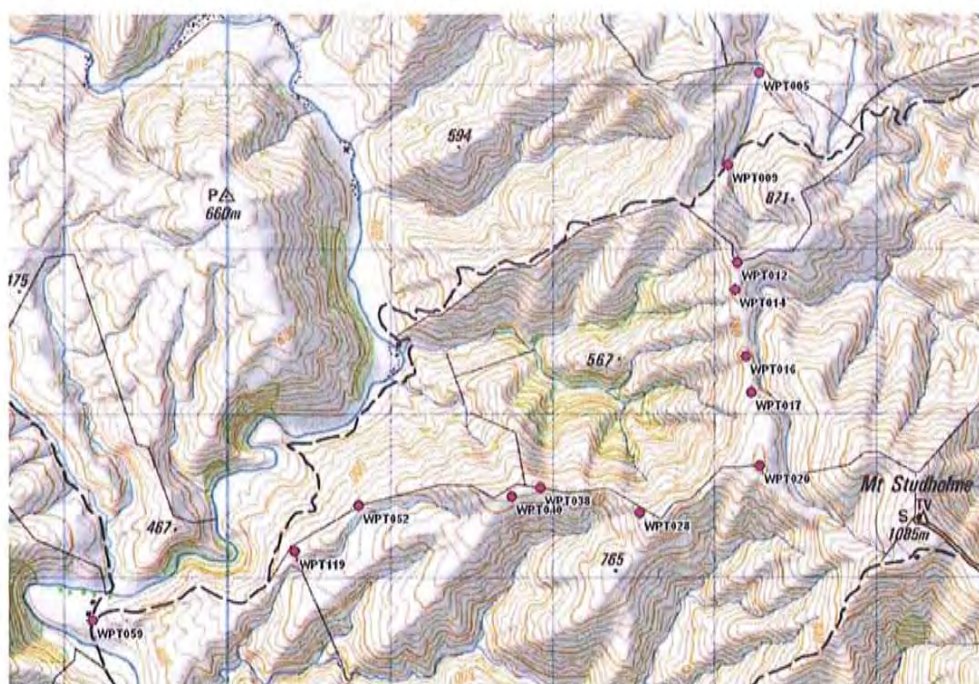
Nil

5. Fencing waypoint data (Appendix 3 continued)

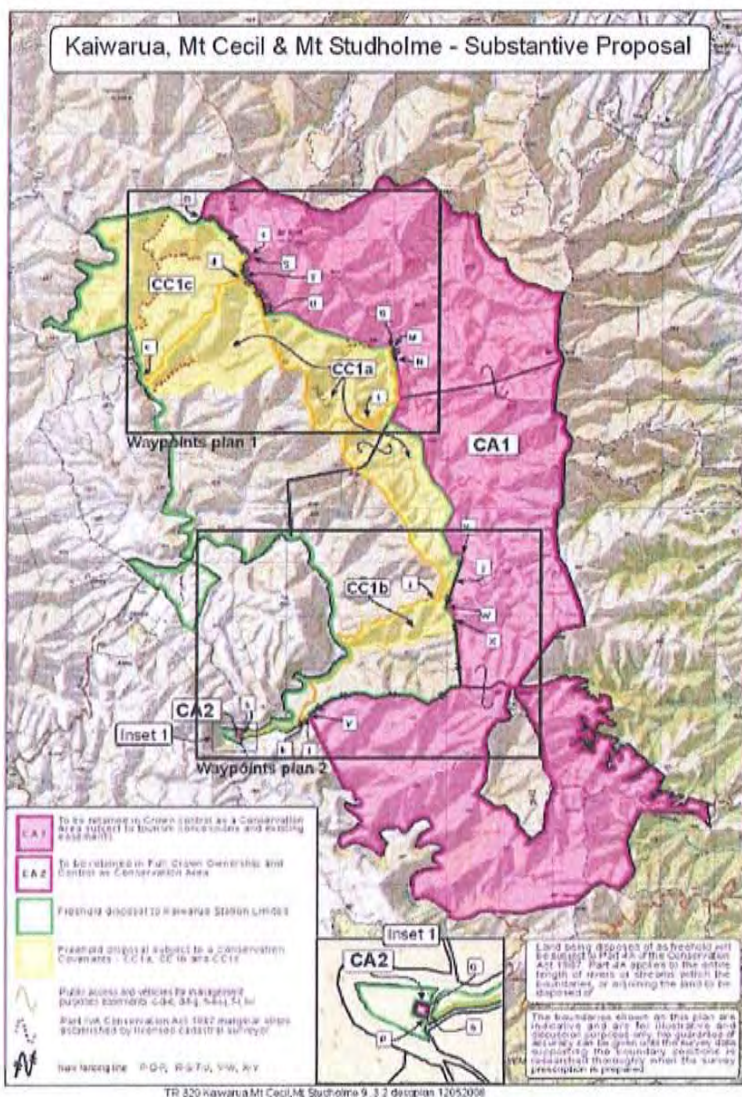
The following plans and table provide details of the GPS waypoints referred to in the fencing sections above.



Waypoints plan 1



Waypoints plan 2



Locations of waypoint plans

WPT	East	North	WPT	East	North
005	2343262	5619081	081	2338417	5625402
009	2343070	5618523	084	2338756	5625237
012	2343130	5617932	085	2338763	5625225
014	2343113	5617763	089	2339242	5624688
016	2343184	5617360	094	2339365	5624089
017	2343214	5617137	096	2339485	5623859
020	2343269	5616693	102	2339566	5623553
028	2342526	5616403	110	2342006	5623037
038	2341916	5616554	111	2342000	5623003
040	2341744	5616506	112	2342013	5622937
052	2340800	5616453	114	2341901	5621626
059	2339160	5615749	119	2340411	5616170

Waypoint grid references

Appendix 4: Form of Concession to be Created (tourism concession for Caberfeidh Farms)

Concession number: _____

DATED _____

Between

THE MINISTER OF CONSERVATION
("the Grantor")

and

CABERFEIDH FARMS LIMITED
("the Concessionaire")

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



Department of Conservation
Te Papa Atawhai

THIS LICENCE is made on this day of

PARTIES:

1. **MINISTER OF CONSERVATION**, ("the Grantor")
2. **CABERFEIDH FARMS LIMITED**, ("the Concessionaire")

BACKGROUND

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

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

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

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

“**Administration Fee**” means the amount specified in Item 6(b) of Schedule 1 and is the annual fee for administering the Concession imposed by the Grantor under section 60D of the Conservation Act 1987. It includes any variation in that amount following a Concession Fee Review.

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

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

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

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

“**Concession Fee**” means the amount specified in Item 6(a) of Schedule 1 and charged by the Grantor for the Concessionaire's right to carry out the Concession Activity on the Land. It includes any variation in that amount following a Concession Fee Review.

“**Concession Fee Payment Date**” means the date specified in Item 7 of Schedule 1 on which the Concession Fee falls due for payment.

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

“**Concession Fee Review Date**” means the date specified in Item 9 of Schedule 1 on which the Concession Fee Review occurs being at 3 year intervals calculated from the date of commencement of the term of this Document.

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

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

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

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

“**Final Expiry Date**” means the date specified in Item 5 of Schedule 1.

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

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

“**Penalty Interest Rate**” means the rate specified in Item 8 of Schedule 1.

“**Renewal Date**” means the date specified in Item 4 of Schedule 1.

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

“**Term**” means the period of time specified in Item 3 of Schedule 1 during which this Document operates.

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

1.2 In this Document unless the context otherwise requires:

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

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

2.0 GRANT OF LICENCE

2.1 In exercise of the Grantor's powers under either section 66 of the Crown Pastoral Land Act 1998 the Grantor **GRANTS** to the Concessionaire a **LICENCE** under section 17Q(1) of the Conservation Act 1987 to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Document.

3.0 TERM

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

4.0 CONCESSION FEE AND ADMINISTRATION FEE

4.1 The Concessionaire must pay to the Grantor in the manner directed by the Grantor on or before the Concession Fee Payment Date specified in Item 7 of Schedule 1:

- (a) the Concession Fee plus GST specified in Item 6(a) of Schedule 1; and
- (b) the Administration Fee plus GST specified in Item 6(b) of Schedule 1.

4.2 If the Concessionaire defaults in payment of the Concession Fee and Administration Fee for 14 days after a Concession Fee Payment Date the Concessionaire is to pay interest on the unpaid Concession Fee and Administration Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.

4.3 For purposes of clause 6.0, a reference to Concession Fee includes a reference to the Administration Fee.

5.0 OTHER CHARGES

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

6.0 CONCESSION FEE REVIEW

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

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

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

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

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

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

7.0 CONCESSION ACTIVITY

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

8.0 COMPLIANCE

8.1 The Concessionaire will comply where relevant:

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

9.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

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

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

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

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

10.0 PROTECTION OF THE ENVIRONMENT

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

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

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

11.0 HEALTH AND SAFETY

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

12.0 TEMPORARY SUSPENSION

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

13.0 ASSIGNMENT

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

14.0 TERMINATION

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

- (a) the Concession Fee or the Administration Fee or any other money payable to the Grantor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
- (b)(i) the Concessionaire breaches any terms of this Document; and
- (b)(ii) the Grantor has notified the Concessionaire in writing of the breach; and
- (b)(iii) the Concessionaire does not rectify the breach within 28 days of receiving notification; or
- (c) the Concessionaire ceases to conduct the Concession Activity; or
- (d) the Concessionaire is convicted of an offence, related to the Concession Activity, under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or the Resource Management Act 1991; or the Biosecurity Act 1993; or the Health and Safety in Employment Act 1992; or
- (e) the Concessionaire is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a writ of sale or charging order; or the Concessionaire ceases to function or operate.

14.2 If the Grantor terminates the Document under this clause 14 all rights of the Concessionaire are to cease absolutely; but the Concessionaire is not to be released from any liability to pay the Concession Fee or Administration Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.

14.3 The Grantor may exercise the Grantor's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

15.0 INDEMNITIES AND INSURANCE

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

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

15.3 Without prejudice to or in any way limiting its liability under clause 15.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:

- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Land and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 10 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 11 of Schedule 1; and

- (b) statutory liability insurance for the amount specified in Item 12 of Schedule 1; and
- (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 13 of Schedule 1.

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

16.0 ENVIRONMENTAL MONITORING

16.1 The Concessionaire must, during the Term, if required in writing by the Grantor, pay to the Grantor the annual environmental monitoring contribution specified in Item 14 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's conduct of the Concession Activity on the Land.

17.0 FORCE MAJEURE

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

18.0 DISPUTE RESOLUTION AND ARBITRATION

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

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

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

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

18.5 Notwithstanding anything in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the District Law Society in the region in which the Land is situated is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

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

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

19.0 NOTICES

19.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 15 of Schedule 1.

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

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

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

20.0 RELATIONSHIP OF PARTIES

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

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

21.0 OFFENCES

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

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

22.0 ADVERTISING.

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

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

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

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

23.0 EMPLOYMENT OF STAFF.

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

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

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

24.0 VARIATIONS

- 24.1 The provisions of section 17ZC of the Conservation Act 1987 apply to all variations sought by the Concessionaire.
- 24.2 The Grantor may vary any conditions of this Document if the variation is necessary:
- (a) to deal with significant adverse effects of the Activity that were not reasonably foreseeable at the time this Licence was granted; or
 - (b) because the information made available to the Grantor by the Concessionaire for the purposes of the Concessionaire's application contained inaccuracies which materially influenced the decision to grant the Licence and the effects of the Activity permitted by this Document require more appropriate conditions.
- 24.3 The Concessionaire is to be bound by every such variation.

25.0 CO-SITING.

- 25.1 The Concessionaire must, if required by the Grantor, allow Co-Siting on the Land or the Land immediately adjoining the Site except when a Concessionaire demonstrates to the reasonable satisfaction of the Grantor that the Co-Siting by a third party:
- (a) would impact on the ability of the Concessionaire to conduct its Concession Activity; or
 - (b) would result in a substantial change to the Concession Activity carried out by the Concessionaire on the Land.
- 25.2 The Grantor will be entitled to require the Concessionaire to obtain at the Concessionaire's expense a report prepared by an independent consultant acceptable to the Grantor confirming the matter specified in clause 25.1(a) and (b).
- 25.3 For the avoidance of doubt, a Co-Sitee permitted on the Land must enter into a separate agreement with the Grantor in terms of which the Co-Sitee will be required to pay a fee to the Grantor to conduct an Activity on the Land. This separate agreement will not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Land.

26.0 SPECIAL CONDITIONS

- 26.1 Special conditions relating to this Document are set out in Schedule 2
- 26.2 The standard conditions contained in this Document must be read subject to any special conditions.

Signed by _____)
_____)

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

Witness _____

Occupation _____

Address _____

Signed by _____)
Caberfeidh Farms Limited)

as Concessionaire
in the presence of :

Witness _____

Occupation _____

Address _____

SCHEDULE 1

1. **Land:** Conservation area of 4,789 hectares approximately on the southern Hunters Hills being part of _____ situated in the Land District of Canterbury and shown on the plan attached to the Proposal as CA1 being shaded pink and herein referred to as the Land.
(see definition of Land in clause 1.1)
2. **Concession Activity:**
Tourism Concession;
The use of the Land for the purpose of the business of guided hunting, including the use of vehicles and helicopters for positioning hunters on the Land.
(see definition of Land in clause 1.1)
3. **Term:** 10 years commencing on the date on which the Surrender of Kaiwarua, Mt Cecil and Mt Studholme Pastoral leases folio numbers CB 7B/465, CB 529/92 and CB 11K/1308 (Canterbury Registry) become effective pursuant to the Crown Pastoral Land Act 1998, being theday of200.
4. **Renewal:** No right of renewal.
5. **Expiry Date:**day of20
6. **Concession Fee:**
 - (a) Guided Hunting Concession fee: \$10.00 + GST per client per full day, \$5.00 +GST per client per half day.
(see clause 4)
 - (b) Administration Fee: \$300.00 per annum + GST
(see clause 4)
7. **Concession Fee Payment Date:** Yearly in arrears upon commencement of the term set out in clause 3, being each year. Concessionaire to supply client activity return forms and declaration of fees form, attached as Schedule 3, calculation and payment of concessions activity fee owing for the preceding year due in arrears yearly from the commencement date.
(see clause 4)
8. **Penalty Interest Rate:** Double the Grantor's bank's current highest 90 day bank bill buy rate.
(see clause 4.2)
9. **Concession Fee Review Date:** Every three years from the commencement date.
(see clause 6)
10. **Public Liability General Indemnity Cover:** for \$2,000,000
(see clause 15.3)
11. **Public Liability Forest & Rural Fire Extension:** for \$2,000,000
(see clause 15.3)
12. **Statutory Liability:** NIL
(see clause 15.3)
13. **Other Types of Insurance:** NIL
(see clause 15.3)
Amounts Insured for Other Types of Insurances: NIL
(see clause 15.3)
14. **Environmental Monitoring Contribution:** To be negotiated between the Grantor and the Concessionaire if required as per Clause 16 (Environmental Monitoring and Land Rehabilitation) of the concession document.
(see clause 16)

15. **Address for Notices:**

(see clause 19)

- (a) Grantor
Conservator
Department of Conservation
195 Hereford Street
Private Bag 4715
CHRISTCHURCH
Ph (03) 371-3700
Fax (03) 365-1388

- (b) Concessionaire
Caberfeidh Farms Limited
c/o One to One Financial Management Limited
338 Stafford Street
PO Box 457
TIMARU
Ph (03) 686 9121
Fax (03)684 9121

SCHEDULE 2

Special Conditions

(A) General Conditions:

1. The Concessionaire shall actively promote and, by all practicable means, cause all clients to adhere to the attached Environmental Care Code, the Water Care Code and the Four-wheel Drive Care Code at all times. (Schedule 4)
2. Before commencing any of the Concession Activities, the Concessionaire must prepare a safety plan and have it audited, pursuant to Clause 11.0 of this Licence.
3. The Concessionaire shall provide evidence (at the same time as providing their activity return) satisfactory to the Grantor that the Concessionaires safety plan is current and operational. If the evidence provided by the Concessionaire is not satisfactory to the Grantor, the Concessionaire shall (at the Concessionaires expense) provide the Grantor with a recently completed audit (no more than 30 days old) of the safety plan.
4. The Concessionaire must report all incidents and accidents of what so ever nature and whether or not the subject of an official search and rescue operation to the Grantor. At the request of the Grantor the Concessionaire must supply a report in writing of any inquiry into the cause of an incident, or accident, and if in the opinion of the Grantor the inquiry reveals that a reasonable standard of safety was not maintained and/or the Concessionaire, their servants, or employees or agents were negligent then the Grantor may determine this concession. The Concessionaire must at the request of the Grantor make available any employee, servant or agent who in the opinion of the Grantor might assist in any such enquiry.
5. The Concessionaire and their servants, agents, invitees and staff shall be solely responsible for the safety and conduct of all persons participating in the concession activities and shall be held vicariously liable for any breach, non-observance or non-performance of any of the conditions herein contained or implied caused by any act or omission of the Concessionaires servants or invitees.
6. The Concessionaire shall remove all rubbish, including waste food, associated with the Concession Activity from the Land at the conclusion of each trip.
7. The Concessionaire must remain on formed vehicle tracks at all times when accessing the Land by vehicle.
8. If in the opinion of the Conservator, Canterbury, excessive impact (including visual and noise impact) is occurring to any part of the area to which this Licence applies, the Concessionaire shall modify the method of operation to the satisfaction of the Conservator, Canterbury, to avoid, remedy or mitigate the adverse effects. The Grantor shall have the right to amend the conditions of this Licence to reflect any such modification to methods of operation, including the location and the maximum numbers of landings permitted.
9. The Concessionaire is requested to consult the relevant Papatipu Runanga (as set out below) if they wish to use Ngai Tahu cultural information. If the concessionaire wishes to use the Tōpuni or statutory acknowledgement information contained in schedules 14-108 of the Ngāi Tahu Claims Settlement Act 1998, or any Department produced interpretative material in respect to Ngāi Tahu cultural information, they are requested to notify the relevant Papatipu Rūnanga, as a matter of courtesy.
Note: The Department of Conservation will, in relation to this clause, provide the Concessionaire with:
 - (a) *the contact details of the relevant Papatipu Rūnanga, and;*
 - (b) *the relevant Topuni information.*
10. The Concessionaire and any persons employed by the Concessionaire are requested to recognize and provide for Ngāi Tahu values in the conduct of their activities.

11. The Concessionaire shall, as far as practicable, attend any workshops held by the Department of Conservation for the purpose of providing information to concessionaires, which will include the Ngāi Tahu values associated with Tōpuni areas.
12. If sites of cultural or historical significance are located during the Term, the Grantor reserves the right to prohibit or restrict any Concession Activity relating to those sites.
13. The Grantor shall be entitled to send any officer of the Department of Conservation on any of the Concession Activities to assess their impact on conservation values, and compliance with terms and conditions of this Licence. The costs of such assessment are recoverable from the Concessionaire.
14. This Concession does not confer any right for the Concessionaire and clients to take any part or parts of any indigenous plant on any land administered by the Department of Conservation
15. The Concessionaire shall ensure that all human waste, that cannot be disposed of in the already existing toilet facilities, is buried a minimum of 50 metres away from water source and courses.
16. The Grantor reserves the right to apply restrictions on the Concession Activity of the Concessionaire, or withdraw all or part of the Land or Concession Activity approved, if in the opinion of the Grantor the Concession Activity granted is having, or may have, an adverse effect on the physical or social environment and the effect cannot be avoided, remedied or mitigated to an extent satisfactory to the Grantor. The concessionaire shall not be entitled to any compensation in the event of such action being taken.
17. The Concessionaire shall ensure that in relation to camping activities;
 - a. Informal camping must ensure minimum impact is caused to the campsite. Existing campsites shall be used in preference to new sites.
 - b. Campsites (designated or informal) are not to be used for more than two consecutive nights.
 - c. Permanent or semi-permanent structures are not to be erected at any formal or informal campsite.
18. The Concessionaire must comply at all times with the provisions of the Biosecurity Act 1993 and the Biosecurity New Zealand guidelines, including compliance with guidelines for limiting the spread of Didymo (*Didymosphenia geminata*) published by Biosecurity New Zealand. Current prevention and cleaning protocols are set out in Schedule 5.
19. The Concessionaire shall ensure that all practical measures are taken to avoid causing stress to any native fauna encountered.
20. The Concessionaire shall complete the Client Activity Return forms, attached as Schedule 3, yearly from the commencement date of the concession each and every year. The Activity Return forms should clearly illustrate, where possible, where the activities have occurred. This should be done using the concession location name supplied by the Grantor and can also include grid references, GPS points or a physical description. This will help the Department with planning for the area.

(B) Guided Hunting Conditions:

1. The activity is limited to the following;

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days?)
Nil	6	20	2	Approx half to be full days, half to be half days.

2. The Concessionaire shall limit party size, including guides, to **6 people per trip**.
3. The Concessionaire shall not guide any hunting party in the concession area without having first obtained hunting permits to cover all members of the specific hunting party.
4. The Concessionaire is to ensure all carcasses are removed from waterways and tracks.
5. The Grantor reserves the right to authorise any hunter who holds a valid hunting permit issued by the Department of Conservation to hunt on the land.
6. The Concessionaire for purposes of the Concession Activity may take onto or use vehicles or helicopters for positioning hunters on the Land.
7. The Concessionaire shall ensure when accessing the Land by helicopter that all helicopters keep at least 500 feet from ground parties encountered during flying and landing operations.
8. The licence shall be operable only in conjunction with Civil Aviation Authority, Resource Management Act consent, and any other approvals necessary for such operation. The Concessionaire, or its chosen operator, must possess a current Civil Aviation Authority Air Operator Certificate, or Transitional Air Operator Certificate (Air Service Operations), as appropriate, as well as appropriate airworthiness certificates for all aircraft used, pursuant to Clause 11 of this concession. Before commencing this activity, copies of these certifications must be submitted to the Grantor.
9. The Concessionaire shall have no priority use of the areas and shall be permitted to land aircraft only if the areas are clear of other users including recreationists.
10. The Concessionaire shall complete Client Activity Return forms which must contain the following information:
 - The number of landings/sites visited undertaken on public conservation lands
 - The sites at which landings/sites visited occurred
 - The number of clients landed/sites visited and the reason for landing or visit
 - The days on which the landings/sites visited occurred.
11. The Concessionaire must adhere to the Helicopter Association International 'Fly Neighborly Guide'.
12. The Concessionaire must not refuel, leave any fuel drums or construct any fuel dumps on the Conservation Area.

Summary

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

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

Signed by:

Date / /

Thanks again for your help

SCHEDULE 4

Environmental Care Code

Protect Plants and Animals

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

Remove Rubbish

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

Bury Toilet Waste

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

Keep Streams and Lakes Clean

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

Take Care With Fires

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

Camp Carefully

When camping, leave no trace of your visit.

Keep to the Track

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

Consider Others

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

Respect Our Cultural Heritage

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

Enjoy Your Visit

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

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

Water Care Code

Find Out First

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

Stay on Established Tracks and Use Existing Facilities

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

Take Care of Your Gear

Careless use of equipment can harm wildlife and other users.

Remove Rubbish

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

Dispose of Toilet Waste Properly

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

Be Careful with Chemicals

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

Respect Our Cultural Heritage

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

Take Only the Food You Need

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

Consider Plants and Animals

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

Consider Other People

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

Four-wheel Drive Care Code

- Abide by the laws and regulations covering all vehicles and drivers.
- Stay on the main four-wheel drive (4WD) tracks. Avoid widening tracks.
- Avoid sensitive areas such as alpine landscapes, swamps, waterways, sand dunes and river beds which are easily damaged.
- Keep the environment clean. Take all your rubbish with you.
- Protect plants, animals, historical and archaeological sites and geographic features. Respect wildlife, look but don't disturb. Keep your distance.
- Plan your trip. Ask the local DOC visitor centre about track conditions, fire restrictions, huts and campsites.
- Find out if a permit is required for access. Ask permission if your trip crosses private land.
- Leave gates as you find them.
- Take plenty of water, food, fuel, break-down tools, radio equipment and spares on trips. In remote areas travel with another vehicle.
- Always thoroughly clean your vehicle before trips to avoid spreading weeds and plant and animal diseases.
- Respect the right of others for quiet enjoyment of the outdoors. Avoid noisy driving. Give way to walkers, horse riders and mountain bikers.
- Be prepared for the unexpected. Drive at a speed which will allow you to stop if a hazard arises.
- If winching is necessary, use another vehicle. If you must use a tree use webbing or padding to prevent damage to the tree.
- Cross waterways at designated crossings.
- Avoid tracks that are wet, they are easily damaged and expensive to repair.
- Keep your vehicle mechanically sound to reduce emissions.
- Carry a tent as huts can be full. Camp carefully and only light fires where permitted.
- Join a responsible 4WD club and learn more about how you can drive with minimal impact.

SCHEDULE 5***Didymo Prevention Guidelines*****Stop the Spread**

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

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

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

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

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

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

Non-absorbent items

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

Absorbent items require longer soaking times to allow thorough saturation.

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

Freezing any item until solid will also kill didymo.

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

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

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

If you require more information please visit:

www.biosecurity.govt.nz/didymo

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

NB: When cleaning equipment, we recommend that you:

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

Appendix 5: Form of Concession to be Created (tourism concession for Kaiwarua Station Ltd)

Concession number: _____

DATED _____

Between

THE MINISTER OF CONSERVATION
("the Grantor")

and

KAIWARUA STATION LIMITED
("the Concessionaire")

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



Department of Conservation
Te Papa Atawhai

THIS LICENCE is made on this day of

PARTIES:

1. **MINISTER OF CONSERVATION**, ("the Grantor")
2. **KAIWARUA STATION LIMITED**, ("the Concessionaire")

BACKGROUND

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

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

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

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

“**Administration Fee**” means the amount specified in Item 6(b) of Schedule 1 and is the annual fee for administering the Concession imposed by the Grantor under section 60D of the Conservation Act 1987. It includes any variation in that amount following a Concession Fee Review.

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

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

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

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

“**Concession Fee**” means the amount specified in Item 6(a) of Schedule 1 and charged by the Grantor for the Concessionaire's right to carry out the Concession Activity on the Land. It includes any variation in that amount following a Concession Fee Review.

“**Concession Fee Payment Date**” means the date specified in Item 7 of Schedule 1 on which the Concession Fee falls due for payment.

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

“**Concession Fee Review Date**” means the date specified in Item 9 of Schedule 1 on which the Concession Fee Review occurs being at 3 year intervals calculated from the date of commencement of the term of this Document.

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

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

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

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

“**Final Expiry Date**” means the date specified in Item 5 of Schedule 1.

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

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

“**Penalty Interest Rate**” means the rate specified in Item 8 of Schedule 1.

“**Renewal Date**” means the date specified in Item 4 of Schedule 1.

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

“**Term**” means the period of time specified in Item 3 of Schedule 1 during which this Document operates.

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

1.2 In this Document unless the context otherwise requires:

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

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

2.0 GRANT OF LICENCE

2.1 In exercise of the Grantor's powers under either section 66 of the Crown Pastoral Land Act 1998 the Grantor **GRANTS** to the Concessionaire a **LICENCE** under section 17Q(1) of the Conservation Act 1987 to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Document.

3.0 TERM

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

4.0 CONCESSION FEE AND ADMINISTRATION FEE

4.1 The Concessionaire must pay to the Grantor in the manner directed by the Grantor on or before the Concession Fee Payment Date specified in Item 7 of Schedule 1:

- (a) the Concession Fee plus GST specified in Item 6(a) of Schedule 1; and
- (b) the Administration Fee plus GST specified in Item 6(b) of Schedule 1.

4.2 If the Concessionaire defaults in payment of the Concession Fee and Administration Fee for 14 days after a Concession Fee Payment Date the Concessionaire is to pay interest on the unpaid Concession Fee and Administration Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.

4.3 For purposes of clause 6.0, a reference to Concession Fee includes a reference to the Administration Fee.

5.0 OTHER CHARGES

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

6.0 CONCESSION FEE REVIEW

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

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

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

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

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

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

7.0 CONCESSION ACTIVITY

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

8.0 COMPLIANCE

8.1 The Concessionaire will comply where relevant:

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

9.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

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

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

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

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

10.0 PROTECTION OF THE ENVIRONMENT

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

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

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

11.0 HEALTH AND SAFETY

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

12.0 TEMPORARY SUSPENSION

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

13.0 ASSIGNMENT

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

14.0 TERMINATION

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

- (a) the Concession Fee or the Administration Fee or any other money payable to the Grantor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
- (b)(i) the Concessionaire breaches any terms of this Document; and
- (b)(ii) the Grantor has notified the Concessionaire in writing of the breach; and
- (b)(iii) the Concessionaire does not rectify the breach within 28 days of receiving notification; or
- (c) the Concessionaire ceases to conduct the Concession Activity; or
- (d) the Concessionaire is convicted of an offence, related to the Concession Activity, under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or the Resource Management Act 1991; or the Biosecurity Act 1993; or the Health and Safety in Employment Act 1992; or
- (e) the Concessionaire is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a writ of sale or charging order; or the Concessionaire ceases to function or operate.

14.2 If the Grantor terminates the Document under this clause 14 all rights of the Concessionaire are to cease absolutely; but the Concessionaire is not to be released from any liability to pay the Concession Fee or Administration Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.

14.3 The Grantor may exercise the Grantor's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

15.0 INDEMNITIES AND INSURANCE

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

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

15.3 Without prejudice to or in any way limiting its liability under clause 15.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:

- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Land and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 10 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 11 of Schedule 1; and

- (b) statutory liability insurance for the amount specified in Item 12 of Schedule 1; and
- (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 13 of Schedule 1.

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

16.0 ENVIRONMENTAL MONITORING

16.1 The Concessionaire must, during the Term, if required in writing by the Grantor, pay to the Grantor the annual environmental monitoring contribution specified in Item 14 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's conduct of the Concession Activity on the Land.

17.0 FORCE MAJEURE

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

18.0 DISPUTE RESOLUTION AND ARBITRATION

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

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

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

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

18.5 Notwithstanding anything in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the District Law Society in the region in which the Land is situated is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

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

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

19.0 NOTICES

19.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 15 of Schedule 1.

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

- (a) in the case of personal delivery, on the date of delivery;

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

20.0 RELATIONSHIP OF PARTIES

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

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

21.0 OFFENCES

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

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

22.0 ADVERTISING.

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

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

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

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

23.0 EMPLOYMENT OF STAFF.

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

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

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

24.0 VARIATIONS

- 24.1 The provisions of section 17ZC of the Conservation Act 1987 apply to all variations sought by the Concessionaire.
- 24.2 The Grantor may vary any conditions of this Document if the variation is necessary:
- (a) to deal with significant adverse effects of the Activity that were not reasonably foreseeable at the time this Licence was granted; or
 - (b) because the information made available to the Grantor by the Concessionaire for the purposes of the Concessionaire's application contained inaccuracies which materially influenced the decision to grant the Licence and the effects of the Activity permitted by this Document require more appropriate conditions.
- 24.3 The Concessionaire is to be bound by every such variation.

25.0 CO-SITING.

- 25.1 The Concessionaire must, if required by the Grantor, allow Co-Siting on the Land or the Land immediately adjoining the Site except when a Concessionaire demonstrates to the reasonable satisfaction of the Grantor that the Co-Siting by a third party:
- (a) would impact on the ability of the Concessionaire to conduct its Concession Activity; or
 - (b) would result in a substantial change to the Concession Activity carried out by the Concessionaire on the Land.
- 25.2 The Grantor will be entitled to require the Concessionaire to obtain at the Concessionaire's expense a report prepared by an independent consultant acceptable to the Grantor confirming the matter specified in clause 25.1(a) and (b).
- 25.3 For the avoidance of doubt, a Co-Sitee permitted on the Land must enter into a separate agreement with the Grantor in terms of which the Co-Sitee will be required to pay a fee to the Grantor to conduct an Activity on the Land. This separate agreement will not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Land.

26.0 SPECIAL CONDITIONS

- 26.1 Special conditions relating to this Document are set out in Schedule 2
- 26.2 The standard conditions contained in this Document must be read subject to any special conditions.

Signed by _____)
_____)

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

Witness _____

Occupation _____

Address _____

Signed by _____)
Kaiwarua Station Limited)

as Concessionaire
in the presence of :

Witness _____

Occupation _____

Address _____

SCHEDULE 1

1. **Land:** Conservation area of 4,789 hectares approximately on the southern Hunters Hills being part of _____ situated in the Land District of Canterbury and shown on the plan attached to the Proposal as CA1 being shaded pink and herein referred to as the Land.
(see definition of Land in clause 1.1)
2. **Concession Activity:**
Tourism Concession;
The use of the Land for the purpose of the business of guided hunting, including the use of vehicles and helicopters for positioning hunters on the Land.
(see definition of Land in clause 1.1)
3. **Term:** 10 years commencing on the date on which the Surrender of Kaiwarua, Mt Cecil and Mt Studholme Pastoral leases folio numbers CB 7B/465, CB 529/92 and CB 11K/1308 (Canterbury Registry) become effective pursuant to the Crown Pastoral Land Act 1998, being theday of200.
4. **Renewal:** No right of renewal.
5. **Expiry Date:**day of20
6. **Concession Fee:**
 - (a) Guided Hunting Concession fee: \$10.00 + GST per client per full day, \$5.00 +GST per client per half day.
(see clause 4)
 - (b) Administration Fee: \$300.00 per annum + GST
(see clause 4)
7. **Concession Fee Payment Date:** Yearly in arrears upon commencement of the term set out in clause 3, being each year. Concessionaire to supply client activity return forms and declaration of fees form, attached as Schedule 3, calculation and payment of concessions activity fee owing for the preceding year due in arrears yearly from the commencement date.
(see clause 4)
8. **Penalty Interest Rate:** Double the Grantor's bank's current highest 90 day bank bill buy rate.
(see clause 4.2)
9. **Concession Fee Review Date:** Every three years from the commencement date.
(see clause 6)
10. **Public Liability General Indemnity Cover:** for \$2,000,000
(see clause 15.3)
11. **Public Liability Forest & Rural Fire Extension:** for \$2,000,000
(see clause 15.3)
12. **Statutory Liability:** NIL
(see clause 15.3)
13. **Other Types of Insurance:** NIL
(see clause 15.3)
Amounts Insured for Other Types of Insurances: NIL
(see clause 15.3)
14. **Environmental Monitoring Contribution:** To be negotiated between the Grantor and the Concessionaire if required as per Clause 16 (Environmental Monitoring and Land Rehabilitation) of the concession document.
(see clause 16)

15. **Address for Notices:**

(see clause 19)

(a) Grantor

Conservator
Department of Conservation
195 Hereford Street
Private Bag 4715
CHRISTCHURCH
Ph (03) 371-3700
Fax (03) 365-1388

(b) Concessionaire

Kaiwarua Station Limited
Directors:
John and Pauline Trotter
Kaiwarua Station
Waihao Valley Road
R. D. 7
WAIMATE
Ph (03) 689 2295
Fax (03)

SCHEDULE 2

Special Conditions

(A) General Conditions:

1. The Concessionaire shall actively promote and, by all practicable means, cause all clients to adhere to the attached Environmental Care Code, the Water Care Code and the Four-wheel Drive Care Code at all times. (Schedule 4)
2. Before commencing any of the Concession Activities, the Concessionaire must prepare a safety plan and have it audited, pursuant to Clause 11.0 of this Licence.
3. The Concessionaire shall provide evidence (at the same time as providing their activity return) satisfactory to the Grantor that the Concessionaires safety plan is current and operational. If the evidence provided by the Concessionaire is not satisfactory to the Grantor, the Concessionaire shall (at the Concessionaires expense) provide the Grantor with a recently completed audit (no more than 30 days old) of the safety plan.
4. The Concessionaire must report all incidents and accidents of what so ever nature and whether or not the subject of an official search and rescue operation to the Grantor. At the request of the Grantor the Concessionaire must supply a report in writing of any inquiry into the cause of an incident, or accident, and if in the opinion of the Grantor the inquiry reveals that a reasonable standard of safety was not maintained and/or the Concessionaire, their servants, or employees or agents were negligent then the Grantor may determine this concession. The Concessionaire must at the request of the Grantor make available any employee, servant or agent who in the opinion of the Grantor might assist in any such enquiry.
5. The Concessionaire and their servants, agents, invitees and staff shall be solely responsible for the safety and conduct of all persons participating in the concession activities and shall be held vicariously liable for any breach, non-observance or non-performance of any of the conditions herein contained or implied caused by any act or omission of the Concessionaires servants or invitees.
6. The Concessionaire shall remove all rubbish, including waste food, associated with the Concession Activity from the Land at the conclusion of each trip.
7. The Concessionaire must remain on formed vehicle tracks at all times when accessing the Land by vehicle.
8. If in the opinion of the Conservator, Canterbury, excessive impact (including visual and noise impact) is occurring to any part of the area to which this Licence applies, the Concessionaire shall modify the method of operation to the satisfaction of the Conservator, Canterbury, to avoid, remedy or mitigate the adverse effects. The Grantor shall have the right to amend the conditions of this Licence to reflect any such modification to methods of operation, including the location and the maximum numbers of landings permitted.
9. The Concessionaire is requested to consult the relevant Papatipu Runanga (as set out below) if they wish to use Ngai Tahu cultural information. If the concessionaire wishes to use the Tōpuni or statutory acknowledgement information contained in schedules 14-108 of the Ngāi Tahu Claims Settlement Act 1998, or any Department produced interpretative material in respect to Ngāi Tahu cultural information, they are requested to notify the relevant Papatipu Rūnanga, as a matter of courtesy.
Note: The Department of Conservation will, in relation to this clause, provide the Concessionaire with:
 - (a) *the contact details of the relevant Papatipu Rūnanga, and;*
 - (b) *the relevant Topuni information.*
10. The Concessionaire and any persons employed by the Concessionaire are requested to recognize and provide for Ngāi Tahu values in the conduct of their activities.

11. The Concessionaire shall, as far as practicable, attend any workshops held by the Department of Conservation for the purpose of providing information to concessionaires, which will include the Ngāi Tahu values associated with Tōpuni areas.
12. If sites of cultural or historical significance are located during the Term, the Grantor reserves the right to prohibit or restrict any Concession Activity relating to those sites.
13. The Grantor shall be entitled to send any officer of the Department of Conservation on any of the Concession Activities to assess their impact on conservation values, and compliance with terms and conditions of this Licence. The costs of such assessment are recoverable from the Concessionaire.
14. This Concession does not confer any right for the Concessionaire and clients to take any part or parts of any indigenous plant on any land administered by the Department of Conservation
15. The Concessionaire shall ensure that all human waste, that cannot be disposed of in the already existing toilet facilities, is buried a minimum of 50 metres away from water source and courses.
16. The Grantor reserves the right to apply restrictions on the Concession Activity of the Concessionaire, or withdraw all or part of the Land or Concession Activity approved, if in the opinion of the Grantor the Concession Activity granted is having, or may have, an adverse effect on the physical or social environment and the effect cannot be avoided, remedied or mitigated to an extent satisfactory to the Grantor. The concessionaire shall not be entitled to any compensation in the event of such action being taken.
17. The Concessionaire shall ensure that in relation to camping activities;
 - a. Informal camping must ensure minimum impact is caused to the campsite. Existing campsites shall be used in preference to new sites.
 - b. Campsites (designated or informal) are not to be used for more than two consecutive nights.
 - c. Permanent or semi-permanent structures are not to be erected at any formal or informal campsite.
18. The Concessionaire must comply at all times with the provisions of the Biosecurity Act 1993 and the Biosecurity New Zealand guidelines, including compliance with guidelines for limiting the spread of Didymo (*Didymosphenia geminata*) published by Biosecurity New Zealand. Current prevention and cleaning protocols are set out in Schedule 5.
19. The Concessionaire shall ensure that all practical measures are taken to avoid causing stress to any native fauna encountered.
20. The Concessionaire shall complete the Client Activity Return forms, attached as Schedule 3, yearly from the commencement date of the concession each and every year. The Activity Return forms should clearly illustrate, where possible, where the activities have occurred. This should be done using the concession location name supplied by the Grantor and can also include grid references, GPS points or a physical description. This will help the Department with planning for the area.

(B) Guided Hunting Conditions:

1. The activity is limited to the following;

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days?)
Nil	6	50	4	Approx half to be full days, half to be half days.

2. The Concessionaire shall limit party size, including guides, to **6 people per trip**.
3. The Concessionaire shall not guide any hunting party in the concession area without having first obtained hunting permits to cover all members of the specific hunting party.
4. The Concessionaire is to ensure all carcasses are removed from waterways and tracks.
5. The Grantor reserves the right to authorise any hunter who holds a valid hunting permit issued by the Department of Conservation to hunt on the land.
6. The Concessionaire for purposes of the Concession Activity may take onto or use vehicles or helicopters for positioning hunters on the Land.
7. The Concessionaire shall ensure when accessing the Land by helicopter that all helicopters keep at least 500 feet from ground parties encountered during flying and landing operations.
8. The licence shall be operable only in conjunction with Civil Aviation Authority, Resource Management Act consent, and any other approvals necessary for such operation. The Concessionaire, or its chosen operator, must possess a current Civil Aviation Authority Air Operator Certificate, or Transitional Air Operator Certificate (Air Service Operations), as appropriate, as well as appropriate airworthiness certificates for all aircraft used, pursuant to Clause 11 of this concession. Before commencing this activity, copies of these certifications must be submitted to the Grantor.
9. The Concessionaire shall have no priority use of the areas and shall be permitted to land aircraft only if the areas are clear of other users including recreationists.
10. The Concessionaire shall complete Client Activity Return forms which must contain the following information:
 - The number of landings/sites visited undertaken on public conservation lands
 - The sites at which landings/sites visited occurred
 - The number of clients landed/sites visited and the reason for landing or visit
 - The days on which the landings/sites visited occurred.
11. The Concessionaire must adhere to the Helicopter Association International 'Fly Neighborly Guide'.
12. The Concessionaire must not refuel, leave any fuel drums or construct any fuel dumps on the Conservation Area.

Summary

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

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

Signed by:

Date / /

Thanks again for your help

SCHEDULE 4

Environmental Care Code

Protect Plants and Animals

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

Remove Rubbish

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

Bury Toilet Waste

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

Keep Streams and Lakes Clean

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

Take Care With Fires

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

Camp Carefully

When camping, leave no trace of your visit.

Keep to the Track

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

Consider Others

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

Respect Our Cultural Heritage

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

Enjoy Your Visit

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

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

Water Care Code

Find Out First

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

Stay on Established Tracks and Use Existing Facilities

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

Take Care of Your Gear

Careless use of equipment can harm wildlife and other users.

Remove Rubbish

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

Dispose of Toilet Waste Properly

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

Be Careful with Chemicals

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

Respect Our Cultural Heritage

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

Take Only the Food You Need

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

Consider Plants and Animals

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

Consider Other People

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

Four-wheel Drive Care Code

- Abide by the laws and regulations covering all vehicles and drivers.
- Stay on the main four-wheel drive (4WD) tracks. Avoid widening tracks.
- Avoid sensitive areas such as alpine landscapes, swamps, waterways, sand dunes and river beds which are easily damaged.
- Keep the environment clean. Take all your rubbish with you.
- Protect plants, animals, historical and archaeological sites and geographic features. Respect wildlife, look but don't disturb. Keep your distance.
- Plan your trip. Ask the local DOC visitor centre about track conditions, fire restrictions, huts and campsites.
- Find out if a permit is required for access. Ask permission if your trip crosses private land.
- Leave gates as you find them.
- Take plenty of water, food, fuel, break-down tools, radio equipment and spares on trips. In remote areas travel with another vehicle.
- Always thoroughly clean your vehicle before trips to avoid spreading weeds and plant and animal diseases.
- Respect the right of others for quiet enjoyment of the outdoors. Avoid noisy driving. Give way to walkers, horse riders and mountain bikers.
- Be prepared for the unexpected. Drive at a speed which will allow you to stop if a hazard arises.
- If winching is necessary, use another vehicle. If you must use a tree use webbing or padding to prevent damage to the tree.
- Cross waterways at designated crossings.
- Avoid tracks that are wet, they are easily damaged and expensive to repair.
- Keep your vehicle mechanically sound to reduce emissions.
- Carry a tent as huts can be full. Camp carefully and only light fires where permitted.
- Join a responsible 4WD club and learn more about how you can drive with minimal impact.

SCHEDULE 5

Didymo (and other freshwater aquatic pest) Prevention Guidelines

Stop the Spread

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

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

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

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

- 1. Before entering a waterway, ensure all equipment and vehicles that have been in contact with a waterway prior to arriving at the site, have been decontaminated for didymo in accordance with the cleaning instructions listed below.**
- 2. Check: Before leaving the river or lake, remove all obvious clumps of algae and look for hidden clumps. Leave them at the affected site. If you find any later, do not wash them down drains. Treat them with the approved cleaning methods below and put them in a rubbish bin.**

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

Non-absorbent items

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

Absorbent items require longer soaking times to allow thorough saturation.

- **Hot water:** soak for at least 40 minutes in hot water kept above 45 °C; OR

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

Freezing any item until solid will also kill didymo.

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

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

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

If you require more information please visit:

www.biosecurity.govt.nz/didymo

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

NB: When cleaning equipment, we recommend that you:

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

Appendix 6: Form of Existing Easement (New Zealand Broadcasting Corporation)

Extract from N.Z. Gazette, 20 February 1969, No. 9, page 266

Land and an Easement over Land Taken for Broadcasting Purposes in Block VIII, Waihao Survey District, and Block V, Waimate Survey District, Waimate County

ARTHUR PORRITT, Governor-General
A PROCLAMATION

PURSUANT to the Public Works Act 1928, I, Sir Arthur Espie Porritt, Baronet, the Governor-General of New Zealand, hereby proclaim and declare that the land described in the First Schedule hereto is hereby taken for broadcasting purposes and shall vest in the New Zealand Broadcasting Corporation as from the date hereinafter mentioned, and that an easement for broadcasting purposes is hereby taken over the land described in the Second Schedule hereto, vesting in the New Zealand Broadcasting Corporation as from the date hereinafter mentioned the full and free right, liberty, licence, and authority in perpetuity to construct and use a right of way, with the right for the New Zealand Broadcasting Corporation, its servants, agents, workmen, licensees, and invitees, from time to time and at all times hereafter, to go, pass, and repeat, with or without horses or other animals or vehicles, over the said land, and to maintain, repair, and keep open the said right of way for the purpose of providing access to the land described in the said First Schedule hereto, such easement to be held appurtenant to the land described in the said First Schedule hereto; and I also declare that this Proclamation shall take effect on and after the 24th day of February 1969.

FIRST SCHEDULE

CANTERBURY LAND DISTRICT

That piece of land containing 28 acres 1 rood 33 perches situated in Block VIII, Waihao Survey District, Canterbury R.D., being part Run 284, as the same is more particularly delineated on the plan marked M.O.W. 22677 (S.O. 10892) deposited in the office of the Minister of Works at Wellington, and thereon coloured orange.

SECOND SCHEDULE

CANTERBURY LAND DISTRICT

ALL those pieces of land situated in the Canterbury Registration District described as follows:

- A. R. F. Being
- 22 1 21 Part Run 284, Block VIII, Waihao Survey District; coloured orange on plan M.O.W. 22677 (S.O. 10892).
- 0 2 17 } Parts Run 284, Block V, Waimate Survey District;
- 0 3 0 } coloured orange on plan M.O.W. 22678 (S.O. 10891).

As the same are more particularly delineated on the plans deposited in the office of the Minister of Works at Wellington, and thereon marked and coloured as above-mentioned.

Given under the hand of His Excellency the Governor-General, and issued under the Seal of New Zealand, this 23rd day of January 1969.

[S.B.] PERCY B. ALLEN, Minister of Works.
God Save the Queen!
(P.W. 24/4723/6/1; D.O. 40/7/139)

L. R. SIZEMAN, Government Printer, Wellington, New Zealand.

Pt. Affects A.C.L. 529/97

Notes on B/Ls. VIII Waihao, and V Waimate S.D.

Don't please endorse C.L. 529/97.

Proc 28/2/69

Reg. Copy end. 22. 4. 3. 69. outstanding copy entered 4/8/69

55/456

*Pt. Proc. 75903
Pt. Run 284
Area: 28-1-33
Blk VIII Waihao S.D.*

*Admin. ...
N.S.C.C.
P.O. 7.*

Appurtenant hereto is a R.O.W. over Pt. Run 284 coloured orange on Plans in Proc 75903.

759013

Proclamation.
Particulars entered in Register-Books
Vol. 529 folio 97



Feb. 1970 9:40 a

Land Registrar
CANTONMENT

N 759433 } New CT 80/958 issued
(5-3-1969) } for the within land

M. M. Mow

M 716508, 716509 noted 20-3-1969

CT 529/97 noted 5/11/1969

Mortgage 716335 noted
2.4.1970

M. M. Mow

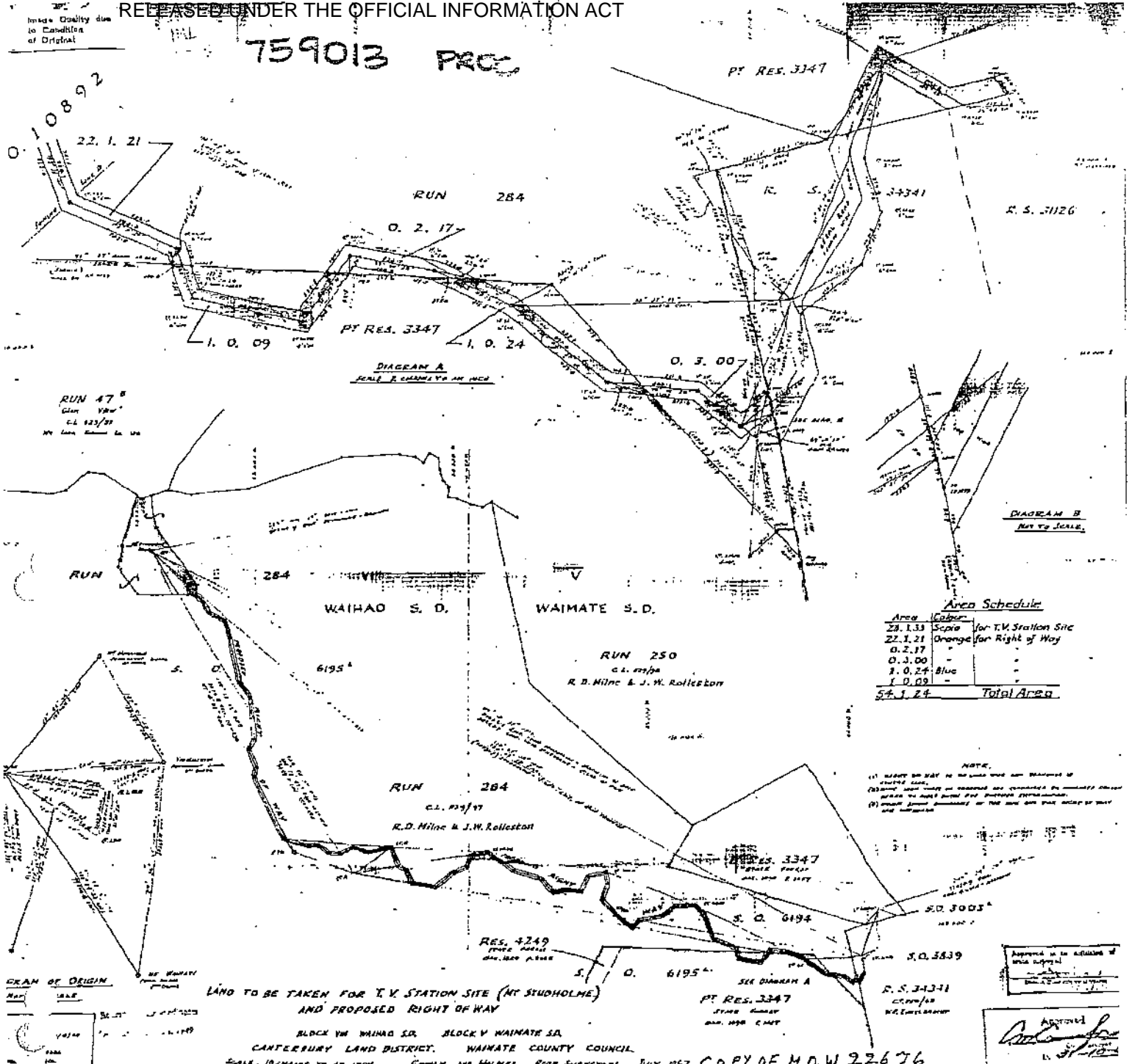
W. Bell Taylor do-
Conting for 529/97

W. Taylor interest on
for the 716335

LAND & DEEDS	
Made by	<i>Proc</i>
Firm	<i>M. O. W.</i>
27 FEB 1970	
<i>7.40</i>	
Fee	2
Abstract No.	<i>1168</i>



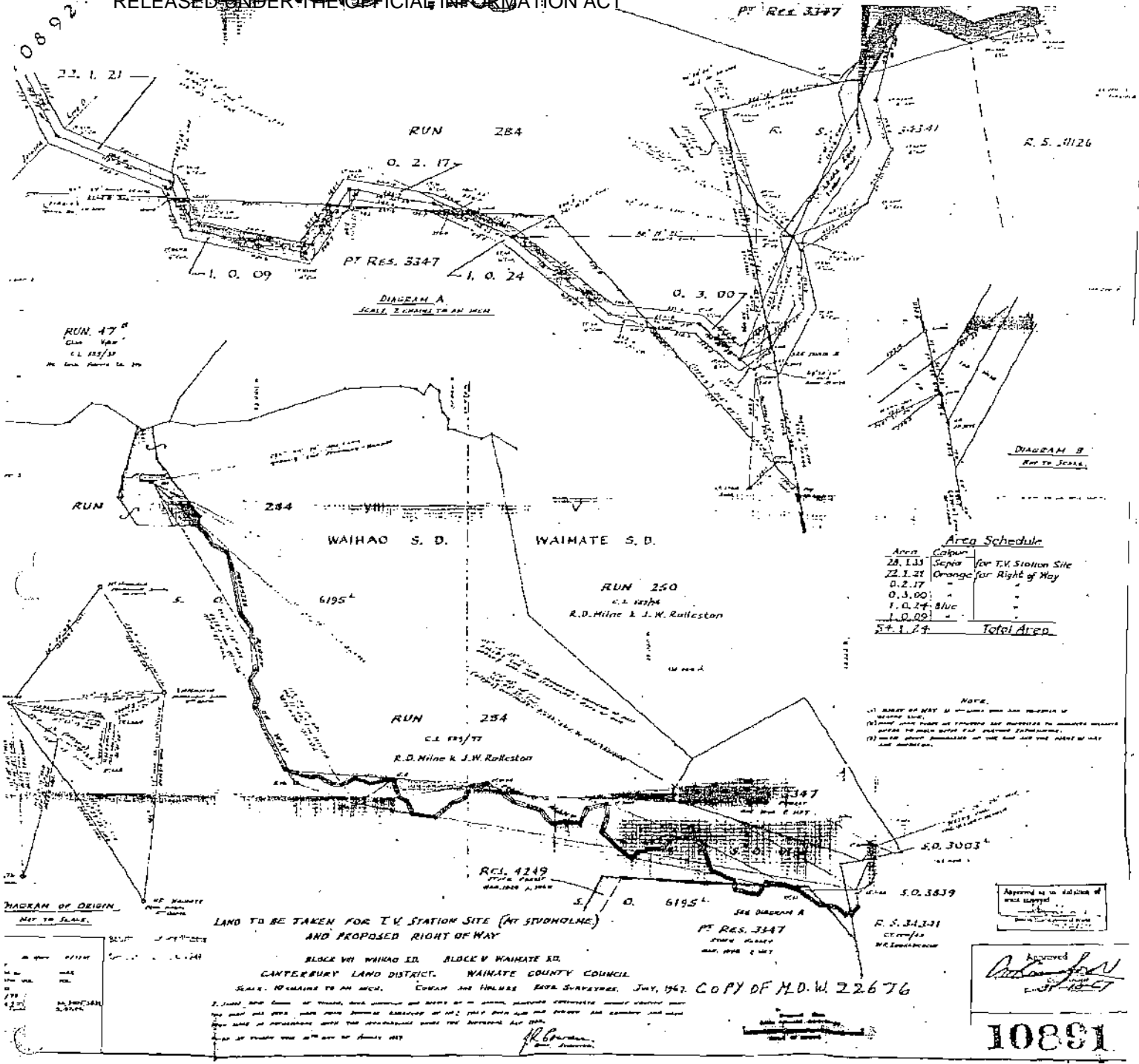
759013 PRO.



LAND TO BE TAKEN FOR T.V. STATION SITE (MT STUBHOLME) AND PROPOSED RIGHT OF WAY

BLOCK XV WAIHAO S.D. BLOCK V WAIMATE S.D. CANTERBURY LAND DISTRICT. WAIMATE COUNTY COUNCIL. SCALE: 10 CHAINS TO AN INCH. GOWAN AND HALLIDAY ROSS SURVEYORS. JULY, 1967. COPY OF M.O.W. 22676

PT RES 3397



Area Schedule

Area	Colour	Description
28.133	Orange	for TV Station Site
22.121	Orange	for Right of Way
0.2.17	-	-
0.3.00	-	-
1.0.24	Blue	-
1.0.09	-	-
54.124		Total Area

NOTE:
 (1) BOUNDARY OF WAY IS SHOWN WITH THE NUMBER OF SQUARE FEET.
 (2) BOUNDARY OF WAY IS SHOWN WITH THE NUMBER OF SQUARE FEET.
 (3) BOUNDARY OF WAY IS SHOWN WITH THE NUMBER OF SQUARE FEET.

Approved as in Schedule of area supplied

Approved
[Signature]
 1967

10891

DIAGRAM OF DESIGN
 NOT TO SCALE

LAND TO BE TAKEN FOR TV STATION SITE (AT STUDIOHOLM) AND PROPOSED RIGHT OF WAY

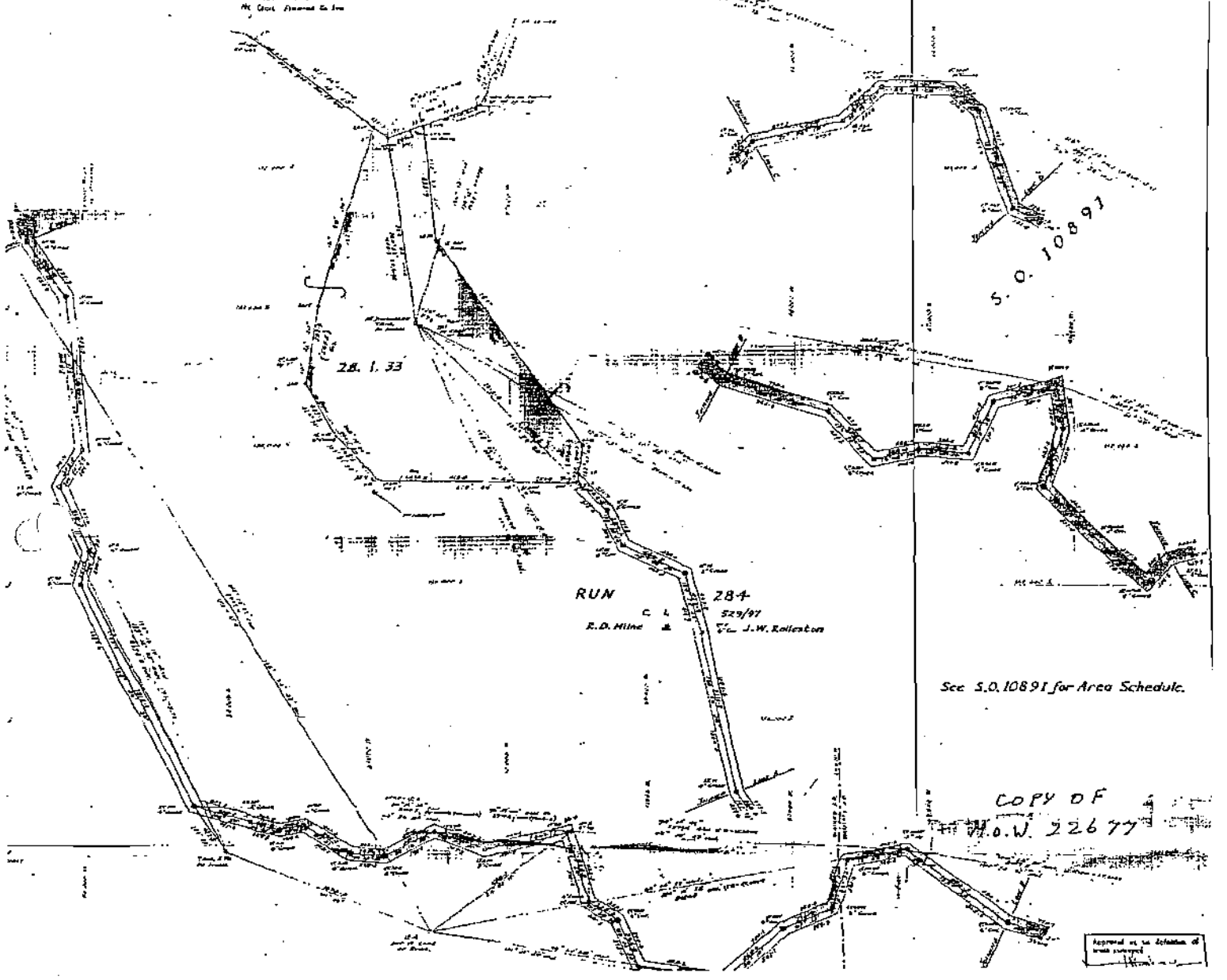
BLOCK VII WAIHAO ID. BLOCK V WAIMATE ID.
 CANTERBURY LAND DISTRICT. WAIMATE COUNTY COUNCIL

SCALE: REMAINS TO AN INCH. CORNER AND HOLDING DATA SURVEYED: JULY, 1967. COPY OF H.O.W. 22676

[Signature]
 R. G. Brown

Image Quality due to Condition of Original

RUN 47^B
Glen View
C.L. 528 33
M. G. G. [unclear]



28. 1. 33

RUN
C. L. 284
R.D. Mine & J.W. Kollerston

S.O. 10891

See S.O. 10891 for Area Schedule.

COPY OF
M.O.W. 22677

Approved as the location of
was surveyed

Appendix 7: Form of Existing Easement (Television New Zealand Limited)



DocID: 210236776

Land Information New Zealand
Toitu te whenua

DEED OF GRANT OF EASEMENT

THIS DEED made this 15th day of December 5033558.1
TWNZ

BETWEEN **HER MAJESTY THE QUEEN** (hereinafter assigns referred to as "the Grantor") of the first Apparatus 7

AND **CABERFEIDH FARMS LIMITED** (hereinafter with its successors and assigns referred to as "the Lessee") of the second part

AND **TELEVISION NEW ZEALAND LIMITED** of Auckland (hereinafter with its successors and assigns referred to as "the Grantee") of the third part

WHEREAS **The Grantor** is the owner subject to the Land Act 1948 of all that parcel of land situated in the Land Registration District of Canterbury containing 1886.4191 hectares, more or less, being Parts Run 250, Part Run 284 and Parts Reserve 3347 situated in Blocks V, and IX, Waimate and Blocks VII, VIII and XII Waihao Survey Districts respectively and more particularly recorded in Pastoral Lease No. P.79 comprised and described in Volume 11K folio 1308 (Canterbury Registry) referred to as the "Servient Land"

AND WHEREAS **the Lessee** is the lessee of the Servient Land Subject to a Right of Way contained in Proclamation 759013, Compensation Certificates 53396/1 and 853992, Land Improvement Agreement 89421/1 and Easements created by Transfer A 307362.5 and Mortgage A 307362.6

AND WHEREAS **the Grantee** is registered as proprietor of an estate in fee simple in that piece of land situated in Block VIII, Waihao Survey District containing 11.5158 ha, being part Run 284 and being all of the land comprised and described in Certificate of Title 8F/456* (Canterbury Registry) (hereinafter referred to as the "Dominant Land") 8F/956

AND WHEREAS **the Commissioner of Crown Lands** has agreed to grant to the Grantee upon the provisions hereinafter an easement of right of way over the Servient Land M.R.L.

NOW THEREFORE THIS DEED WITNESSETH that pursuant to the sum of ONE DOLLAR (\$1.00) and pursuant to these presents hereinbefore contained the Grantor pursuant to Section 60 of the Land Act 1948

Mt Studholme Agt M.R.L. 19 [Signature] [Signature] [Signature]

DOTH HEREBY CONVEY AND GRANT to the Grantee an easement of right of way over those parts of the Servient Land shown as D and F on S.O. Plan 19578

TO THE END AND INTENT that the right of way hereby granted shall be forever hereinafter appurtenant to the Dominant Land for all purposes connected with the use, occupation and enjoyment thereof

AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN the Grantor, the Lessee and the Grantee that all the rights and powers in favour of the Grantee by virtue of Section 90D of the Land Transfer Act 1952 shall apply to the grant. PROVIDED HOWEVER that the rights and powers hereinafter set forth are applied to this DEED as follows:

1. The Lessee shall have the right in common with the Grantee to use the right of way for its own purposes.
2. The Lessee agrees not to grant or assign rights to use the right of way to any third party without the consent of the Grantee.
3. The Grantee shall maintain, repair and keep open the said right of way for the purposes of providing access to the Dominant Land.

IN WITNESS WHEREOF these presents have been assented to on the day and year hereinbefore appearing.

SIGNED for and on behalf of HER MAJESTY THE QUEEN as Grantor by Paul Alexander JACKSON acting pursuant to delegated authority from the Commissioner of Crown Lands pursuant to Section 41 of the State Sector Act 1988

SIGNED for and on behalf of TELEVISION NEW ZEALAND LIMITED

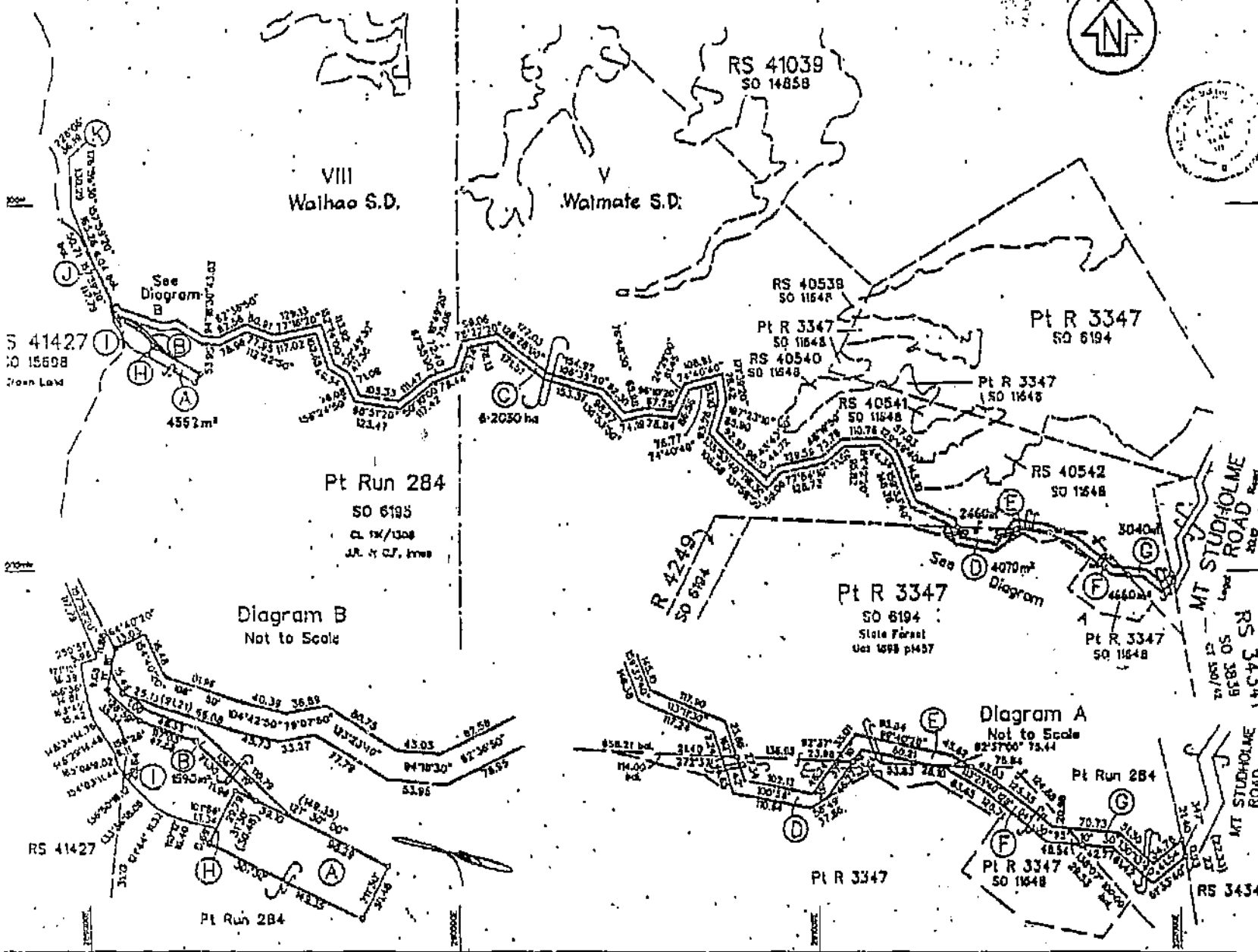
RA Morrison
Director

SIGNED for and on behalf of CABERFEIDH FARMS LIMITED

R.G. Fraser (Director)

Mt Studholme Agt

M.G. Fraser
(Director)
Correct for the purposes of the Land Transfer Act 1952
Substituted for the Lessee.



Approved as to layout
 G.P. Chapman
 C. P. O. of
 Telecom. by Manager
 Island Ltd

Approved pursuant to Sec 248 of the Local Government Act 1974 and the Rights of Way shown hereon, this 4th day of March 1995. The common seal of the Waimate District Council was affixed hereto in the presence of
 Authorised Officer

S.O.E Allocation T.J40.2.CP
 TYPE OF AREAS

Land for Telecommunication Purposes

Shown	Area	Description
A	4532m²	Part Run 284 (Part CL 1K/1308)

Land for Right of Way (Easement)

Shown	Area	Description
B	1590m²	Part Run 284 (Part CL 1K/1308)
C	2030m²	Part Run 284 (Part CL 1K/1308)
D	4070m²	Part Run 3347 (Part CL 1K/1308)
E	2460m²	Part Run 284 (Part CL 1K/1308)
F	4660m²	Part Run 3347 (Part CL 1K/1308)
G	3040m²	Part Run 284 (Part CL 1K/1308)

Centrals Easement

Nature	Shown	Description
Right to convey electric power	1-1	Part Run 284 (CL 1K/1308)
Right to convey electric power	1-2	RS 41427 (Green Land)

Total Area 6.2402 ha
 Comprised in Part CL 1K/1308 and Green Land

I, Brian Darryl Anderson
 Registered Surveyor and holder of an annual practicing certificate for the year ending 31st December 1994, in section 22 of the Survey Act 1980 hereby certify that this plan has been made from surveys conducted by me or under my direction, 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 Wellington this 10th day of July 1995
 Brian D. Anderson

Field Book 2113 p. 11-12
 Reference Plans 307 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Approved as to Survey
 15/3/95
 Acting Chief Surveyor

Deposited this day of March 1995
 District Land Registrar

LAND DISTRICT CANTERBURY
 Survey Div. & Dist. VII Waihao/V Waimate
 NZMS 261 Sheet J40 Red Map No.

Pts Run 284, Pts R 3347 and Proposed Easements over RS 41427 and Pt Run 284

TERRITORIAL AUTHORITY Waimate District
 Surveyed by Dept of Survey and Land Information
 Scale 1:7500 Date March 1995

SO19578

THE NATIONAL BANK OF NEW ZEALAND LIMITED

the mortgagee of the within Lessees land under and by virtue of Memorandum of Mortgage No. A 307362.6 (Canterbury Registry) hereby consents to the within written Deed of Grant of Easement

Dated this 21st day of March 2001

THE NATIONAL BANK OF
NEW ZEALAND LIMITED
BY ITS ATTORNEY

K Gardner

KAPUA KATRINA GARDINER

DEED OF GRANT OF EASEMENT

REFERENCES:

Vol _____ *Folio* _____

Vol _____ *Folio* _____



The National Bank
of New Zealand Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, KAPUA KATRINA GARDINER Manager Lending Services of Auckland in New Zealand **HEREBY CERTIFY:**

1. **THAT** by Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No	D.016180	Hokitika	as No	105147
Blenheim	as No	186002	Invercargill	as No	242542.1
Christchurch	as No	A.256503.1	Napier	as No	644654.1
Dunedin	as No	911369	Nelson	as No	359781
Gisborne	as No	G.210991	New Plymouth	as No	433509
Hamilton	as No	B.355185	Wellington	as No	B.530013

The National Bank of New Zealand Limited (the "Bank") appointed me its Attorney with the powers and authorities specified in that Deed.

2. **THAT** at the date of this Certificate, I am the Manager Lending Services, Auckland Regional Support Centre of the Bank.
3. **THAT** at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the Bank or otherwise.

DATED at Auckland this 21st day of March 2001

K Gardiner

Appendix 8: Form of Existing Easement (Vodafone New Zealand Limited)

A307362.5 TE

MEMORANDUM OF TRANSFER AND GRANT OF EASEMENTS IN GROSS

12/6/97.

10skjl 08:48:23 27/06/1997 00000219451
New Zealand Stamp Duty - N/A/Nil
Self assessed duty \$*1,***,***.00

WHEREAS Her Majesty the Queen acting by and through the Commissioner of Crown Lands (hereinafter called 'the Grantor') is the owner, subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon, in that piece of land situated in the Land Registration District of Canterbury containing 1886.4191 hectares more or less situated in Blocks V and IX of the Waimate Survey District and Blocks VII, VIII and XII of the Waihao Survey District being Run 284 as more particularly recorded in the Register-book as Volume 11K Folio 1308 (Canterbury Registry) ('the Servient Land')

Timaru R97. M.R.F.

AND WHEREAS CABERFEIDH FARMS LIMITED at Christchurch (hereinafter called 'the Lessee') is the Lessee of the Servient Land, SUBJECT TO Right of Way attached to Proclamation 759013; Compensation Certificate 53396/1; Land Improvement Agreement 89421/1; Compensation Certificate 853922; and Change of Appellation 380343/1

AND WHEREAS the Grantor has with the consent of the Lessee agreed to transfer and grant to BELLSOUTH ASIA/PACIFIC ENTERPRISES, INC. a company incorporated in Delaware, United States of America, BELLSOUTH NEW ZEALAND LIMITED at Auckland, BELLSOUTH NEW ZEALAND HOLDINGS LIMITED at Auckland and ST CELLULAR (NZ) PTE. LIMITED at Singapore (hereinafter with their respective successors and assigns collectively called 'the Grantee') certain easements in gross and specified herein over parts of the Servient Land with the rights and conditions hereinafter set forth.

NOW THIS MEMORANDUM OF TRANSFER WITNESSES that in pursuance of the said agreement and in pursuance of Section 60 of the Land Act 1948 and for the consideration hereinafter set forth the Grantor **HEREBY TRANSFERS AND GRANTS** to the Grantee the following easements in gross for 19 years 364 days from 30 January 1995 upon and subject to the terms and conditions hereinafter set forth:

- (a) An easement in gross for telecommunication purposes over that part of the Servient Land which is marked "A" on Survey Office Plan SO19697 (hereinafter called 'the Easement Land').
- (b) A right of way easement in gross over those parts of the Servient Land which are marked "D", "E", "F", "I", "K", "X", "Y", "Z", "H" and "J" on Survey Office Plan SO19697 (hereinafter called 'the Right of Way') such right of way to be used in common with any other grantee, lessee, licensee or invitee.
- (c) An easement in gross over those parts of the Servient Land which are marked "C", "D" and "G" on Survey Office Plan SO19697 for the conveyance of electricity to the Easement Land by means of overhead or underground lines (such strip of land being hereinafter called 'the Electricity Line Easement').

R97
M.R.F.

AND THE GRANTOR AND THE GRANTEE COVENANT AS FOLLOWS:

*2
Paid to
Previous
grantee
years
ago
Just being
formalised
now
by Bell
South*

1. THE Grantee has paid to the Grantor the sum of \$6,880.00 plus GST (the receipt whereof is hereby acknowledged) in consideration of the grant of easements evidenced hereby.
2. THE Grantee shall be entitled:
 - (a) to erect from time to time in over and under the Easement Land a mobile telecommunications facility as detailed on the attached plans and other works ("the Works") as the Grantee considers are necessary or desirable for the purposes of this Easement.
 - (b) to lay and maintain an overhead or underground line or lines ("the Lines") along the Electricity Line Easement.
3. IN order to construct or maintain the efficiency of any of the Works the Grantee shall have the full free uninterrupted and unrestricted right, liberty and privilege for the Grantee, its servants, agents, workmen and invitees with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose to enter upon and go pass and repass by vehicle, air or foot over the Right of Way and to remain there for any reasonable time for the purpose of access to the Easement Land and upon the Easement Land for the purpose of laying, inspecting, cleansing, repairing, maintaining and renewing the Works or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard subject to the condition that as little disturbance as possible is caused to the surface of the said land and that the surface is restored as nearly as possible to its former condition and any other damage done by reason of the aforesaid operations is repaired.
4. THE Grantee will from time to time repair and make good all damage to fences, gates and erections upon the Servient Land directly caused by the Grantee carrying out any of the Works or activities in terms of Clause 3.
5. THE Grantee shall, at the end of the term of this easement or the sooner determination hereof, remove all of the Works and shall restore the Servient Land to the condition that it was in at the commencement of the term.
6. THE Grantor or the Lessee will not :
 - (a) grow or permit to be grown any trees, shrubs or bushes of any description; or
 - (b) erect or permit to be erected any improvement or fences

on the Servient Land which will interfere with the rights granted by this Transfer and will not at any time hereafter do permit or suffer any act whereby the full and

*RRT
M.R.L.*

free use and enjoyment by the Grantee of the rights and privileges granted pursuant to this Transfer are interfered with or affected.

7. THE Grantor or the Lessee shall not be liable for any damage which may be caused to any of the Works by stock or which may be caused otherwise than through the wilful act, default or negligence of the Grantor or the Lessee or their servants, agents, or invitees.
8. THE Grantee shall be entitled to transfer or assign any rights hereby granted to any person in which any partner of the Grantee or BellSouth Corporation has an interest (whether by way of ownership or control, in whole or in part, direct or indirect) or to any purchaser of the whole or part or of any interest in the Grantee's network or to one or more of the companies' respective subsidiaries or related companies (within the meaning of the Companies Act 1993 or any enactment in amendment or substitution thereof) whether or not they are formed before or after the date of this Transfer, and the same rights to transfer or assign shall be available to any such company or person to whom those rights are transferred or assigned. The Grantee may also transfer or assign such rights to any other person or corporation subject to its obtaining the written consent of the Grantor which shall not be unreasonably or arbitrarily withheld.

IF the Servient Land is transferred or subdivided the Lessee will give written notice thereof to the Grantee forthwith upon the happening of such event together with details of the address of any person who becomes or is to become the registered proprietor of the Servient Land or any part thereof.

9. THE Grantee will bear the full costs of the installation of its equipment and the carrying out of the Works and such legal and survey costs as are incurred in the preparation and execution of this Transfer, together with the reasonable legal costs of the Grantor and the Lessee relating to the perusal, execution and registration of this Transfer.
10. THE rights implied in easements of vehicular right of way as contained in the Ninth Schedule of the Property Law Act 1952 shall not apply to the grant of right of way created by this Transfer. The Grantor and the Lessee under the said Pastoral Lease or any lease granted in renewal or replacement or substitution of that lease shall be jointly and severally responsible for maintaining the existing track situated on the right of way easement to a standard that enables it to be used by four-wheel drive vehicles provided however that the responsibility of the Grantor shall only arise after the fee simple estate in the Land has been transferred by Her Majesty The Queen to a third party.
11. NOTHING shall be construed in this Transfer to limit, remove, alter or restrict any rights, powers, remedies or actions which the Grantee may have under the Radiocommunications Act 1989 or any statutory amendment or re-enactment thereof.

RAF
M.P.J.

12. ANY right of action or remedy that shall at any time hereafter accrue by reason of any breach or non-observance of any of the covenants herein expressed or implied and on the part of the Grantor to be observed or performed shall be enforced only against the registered proprietor for the time being of the Servient Land in respect of which such breach or non-observance shall occur or against the registered proprietor thereof at the time of such occurrence aforesaid **TO THE INTENT THAT** the liability of any registered proprietor for the time being of the Servient Land or any part thereof shall cease (except as to the acts and defaults occurring in respect of the land of which he is registered proprietor and while he is so registered) upon his ceasing to be registered proprietor of the land in respect of which such breach or non-observance shall occur.
13. ANY differences or disputes which may arise between the parties hereto touching or concerning this Transfer or any fact or thing to be done, suffered or omitted in pursuance hereof or touching or concerning the construction of this Transfer except as otherwise expressly provided shall be referred to the Arbitration in New Zealand of a single arbitrator agreed upon by the parties or failing agreement, of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before their entering upon the reference) in accordance with the Arbitration Act 1908 or any amendment or re-enactment thereof for the time being in force. **PROVIDED THAT** while the Grantor continues to be Her Majesty the Queen acting by and through the Commissioner of Crown Lands then any differences or disputes with the Grantor shall be determined in accordance with the provisions of Section 17 of the Land Act 1948.
14. **IN** this Transfer unless a contrary intention appears:

'the Lines' or 'Line' means a wire or wires, cable or conductor of any kind used or intended to be used for the purposes contemplated by this Transfer and includes any part of a line;

'the Works' includes the presence, erection, construction, installation and maintenance of Lines, accessways, power, telephone and utility lines required for the operation of the mobile telecommunications facility, any building, any instrument, tower, mast, radio apparatus comprising transmitters or receivers or a combination of both, furniture, plant, machinery, engines or excavation works used for the purpose or directly connected with the transmission, emission or reception of any form of radio, electric or electronic communication or telecommunication permitted and contemplated in terms of this Transfer and without limiting the generality hereof shall include the mobile telecommunications facility depicted in plans attached to a certain Easement Deed dated the 5th day of July 1995 between the Grantor and the Grantee affecting the Servient Land.

EXECUTED BY THE PARTIES

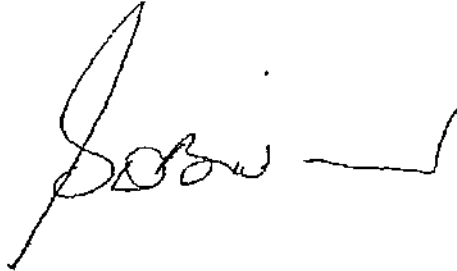
Document Ref: 97563:JCT

RGF
M. R. L.

Certified Correct for the
purposes of the Land Transfer
Act 1952
[Signature]
Solicitor for the Grantor

EXECUTED AS A DEED

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



[Handwritten Signature]
Signature of Witness

S. D. BROWN
Signature of
COMMISSIONER OF CROWN LANDS
LAND INFORMATION N.Z.
WELLINGTON

Selena Edmonds
Name of Witness

Personal assistant
Occupation of Witness

Wellington.
Town of Residence

THE COMMON SEAL of BELLSOUTH ASIA/PACIFIC ENTERPRISES, INC. as Grantee was affixed in the presence of:

[Handwritten Signature]
Signature of Authorised Person

CURTIS LAWRENCE CARTER

Name of Authorised Person

Vice President

Office Held

[Handwritten Signature]
Signature of Authorised Person

KIRAN CHANDRA CHHAGANLAL

Name of Authorised Person

Associate Secretary

Office Held

RRF
Mr. R. L.



SIGNED by BILLSOUTH NEW ZEALAND HOLDINGS LIMITED by the affixing of its Common Seal:

C. L. Carter

Signature of Authorised Person

CURTIS LAWRENCE CARTER

Name of Authorised Person

Vice-President Director

Office Held

L.M. Bolland

Signature of Witness

L.M. Bolland

Name of Witness

Personal Assistant

Occupation of Witness

Auckland

Town of Residence

Kiran Chandra Chhaganlal

Signature of Authorised Person

KIRAN CHANDRA CHHAGANLAL

Name of Authorised Person

Company Associate Secretary

Office Held

RRT
M.R.L.



SIGNED by BELLSOUTH NEW ZEALAND LIMITED by the affixing of its Common Seal:

C.L. Carter

Signature of Authorised Person

CURTIS LAWRENCE CARTER

Name of Authorised Person

Vice-President Director

Office Held

R.M. Bolland

Signature of Witness

R.M. Bolland

Name of Witness

Personal Assistant

Occupation of Witness

Auckland

Town of Residence

Kiran Chhaganlal

Signature of Authorised Person

KIRAN CHANDRA CHHAGANLAL

Name of Authorised Person

Company Associate Secretary

Office Held

SIGNED by ST CELLULAR (NZ) PTE LIMITED by its Attorneys CURTIS LAWRENCE CARTER and KIRAN CHANDRA CHHAGANLAL in the presence of:

C.L. Carter

CURTIS LAWRENCE CARTER

Kiran Chhaganlal

KIRAN CHANDRA CHHAGANLAL

R.M. Bolland

Signature of Witness

R.M. Bolland

Name of Witness

Personal Assistant

Occupation of Witness

Auckland

Town of Residence

*RR7
M.R.L.*

CERTIFICATE OF NON REVOCATION
OF POWER OF ATTORNEY

We, CURTIS LAWRENCE CARTER or SYDNEY ARTHUR NEELY and KIRAN CHANDRA CHHAGANLAL hereby severally certify:

1. That by a Power of Attorney dated 4 December 1996, ST CELLULAR (NZ) PTE LIMITED appointed us as its attorneys on the terms and subject to the conditions set out in the said Power of Attorney including that either CURTIS LAWRENCE CARTER or SYDNEY ARTHUR NEELY together with KIRAN CHANDRA CHHAGANLAL may execute various documents as specified on its behalf. A copy of the power of attorney was registered at Christchurch under Number A291783.
2. That we hold the respective offices referred to in clause 1 of the said Power of Attorney.
3. That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of ST CELLULAR (NZ) PTE LIMITED or otherwise.

SIGNED at Auckland this 12 day of June 1997

CURTIS LAWRENCE CARTER / SYDNEY
ARTHUR NEELY

KIRAN CHANDRA CHHAGANLAL

R97
M.R.J.

CONSENT OF LESSEE

Timaru R.F. No. 1

CABERFEIDH FARMS LIMITED at ~~Christchurch~~ as the Lessee hereby consents to the within Transfer and covenants that:

(i) it will not do or permit anything to be done which, if done by the Grantor, would be a breach of the Grantor's obligations herein; and

(ii) if it acquires an estate in fee simple in the Servient Land or any part thereof, it will ensure that such fee simple estate is subject to this Memorandum of Transfer and Grant of Easements, which shall be brought down as a memorial or alternatively that a similar grant is executed in favour of the Grantee.

DATED the 12th day of June

1997

SIGNED by CABERFEIDH FARMS LIMITED by its directors in the presence of:



R.G. Fraser

Signature of Director

M. G. Fraser

Signature of Director

~~Signature of Witness~~

~~Name of Witness~~

~~Occupation of Witness~~

~~Town of Residence~~

DATED this 12th day of June 1997

HER MAJESTY THE QUEEN
(Grantor)

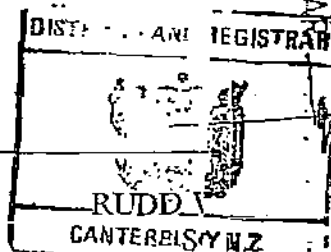
A N D

BELLSOUTH ASIA/PACIFIC ENTERPRISES
INC., BELLSOUTH NEW ZEALAND
LIMITED, BELLSOUTH NEW ZEALAND
HOLDINGS LIMITED AND ST CELLULAR
(NZ) PTE LIMITED (Grantee)

Registered
REGISTER

MEMORANDUM OF TRANSFER AND
GRANT OF EASEMENTS IN CROSS

11.47 14.JUL.97 A 307362-5
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST LAND REGISTRAR



ATTENTION: J Tan
Our Ref:
LIBACKJCT



Appendix 9: Form of Existing Easement (Telecom New Zealand Limited)



Land Acquired for Telecommunications Purposes—Mt Studholme VHF Station, Canterbury

Pursuant to the Public Works Act 1981, and to a delegation from the Minister for Land Information, R. J. Sutherland, Land Information New Zealand:

(a) Pursuant to section 20, declares that, pursuant to an agreement to that effect having been entered into, the lessee's interests described in the First Schedule to this notice is acquired for telecommunications purposes, subject to easement A. 307362.S, and shall be vested in the Crown for telecommunication purposes on the date of publication of this notice in the *New Zealand Gazette*.

(b) Pursuant to sections 20 and 28, declares that, pursuant to an agreement having being entered into, easements are hereby acquired forever over the lessee's estate in the land described in the Second Schedule and shall be held appurtenant to the land described in the First Schedule, and shall vest in the Crown for telecommunication purposes and its successors as grantee in perpetuity on the date of publication of this notice in the *New Zealand Gazette*, subject to the terms and conditions set out in the Third Schedule.

(c) Pursuant to sections 20 and 28, declares that, pursuant to an agreement having being entered into, easements are hereby acquired forever from over the lessor's estate in the land described in the Second Schedule and shall be held appurtenant to the land described in the First Schedule, and shall vest in the Crown for telecommunication purposes and its successors as grantee in perpetuity on the date of publication of this notice in the *New Zealand Gazette*, subject to the terms and conditions set out in the Third Schedule.

Canterbury Land District—Waimate District Council

First Schedule

Area m ²	Being	Marked
4552	Part Run 284, situated in Block VIII, Waihao Survey District.	"A" on S.O. Plan 19578 (part certificate of title 11K/1308).

Second Schedule

Nature of Easement	Being	Marked
Right of way	Parts Runs 284 and 3347, situated in Block VIII, Waihao Survey District and Block V, Waimate Survey District (C.T. 11K/1308).	"B", "C", "D", "E", "F" and "G" on S.O. Plan 19578.
Right to convey electric power	Part Run 284, situated in Block VIII, Waihao Survey District (C.T. 11K/1308).	3 metre wide strip of land centred on the lines marked "H-I" and "J-K" on S.O. Plan 19578.

Third Schedule

Definitions

"Grantor" means the Crown and the lessee of the servient land and includes their respective successors and assignees.

"Grantee" means the Crown for telecommunications purposes and includes its successors and assignees.

Right of Way Easement

Terms and Conditions

The grantee shall have the full, free right, liberty, licence and authority in perpetuity to construct and use a right of way for its servants, agents, workmen, licensees and invitees, from time to time and at all times hereafter, to go, pass, and repass with or without horses or other animals or vehicles over the said land and to maintain, repair, and keep open the said right of way for the purpose to enter upon and for the purpose of providing access to the land described in the First Schedule.

The grantee shall have the rights and powers implied in easements of right of way as set out in the Seventh Schedule of the Land Transfer Act 1952 and in the Ninth Schedule of the Property Law Act 1952, except as modified by the following conditions:

1. The grantee will from time to time repair and make good all damage to fences, gates and erections upon the servient land directly caused by the grantee carrying out any of the works or activities in terms of the right of way.
2. The grantor or the lessee shall not be liable for any damage which may be caused to any of the telecommunication facilities by stock or which may be caused otherwise than that through the wilful act, default or negligence of the grantor or the lessee or their servants, agents, workmen, licensees and invitees.
3. The grantee shall be entitled to enter into a maintenance agreement with any other authorised user of the right of way. Notwithstanding any such agreement, the grantee agrees between the grantor and the grantee to ensure that the right of way is maintained to a good quality four wheel drive standard at the grantee's expense. In addition, the grantee shall at its option, either alone or in conjunction with other authorised users, maintain the easement land to a higher standard. It is specifically agreed that the grantor shall have no liability for the maintenance of the easement land to a higher standard in the absence of a written agreement to that effect from time to time.
4. The grantor as lessee of the pastoral lease shall have the right to use the right of way for his or her own purpose, but shall not grant or assign rights to use the right of way to any third party without the consent of the grantee.
5. The grantor as the Crown shall be responsible for fencing costs.

Electricity Easement

To lay and maintain electricity cables under or over the land over which the right to convey electricity is granted and to use such electricity cables for the purposes of conveying electricity.

Terms and Conditions

The grantee shall have the rights and powers implied in easements (mutatis mutandis) as set out in the Seventh Schedule of the Land Transfer Act 1952.

The grantor will not grow or permit to be grown any trees, shrubs or bushes of any description on the easement land which will interfere with the rights granted by this easement.


Dated at Auckland this 26th day of August 2002.

R. J. SUTHERLAND, for the Minister for Land Information.

(LINZ CPC/01/1263)

5931

5381947.3 Application pursuant to Section 25(1) State-Owned Enterprises Act 1986 whereby Telecom New Zealand Limited is registered as proprietor as grantee - 24.10.2002 at 9.00am


for RGL

Appendix 10: Form of Easement to be created (public access and conservation management access)

In Gross Easement: Public Access and Management Access – Version 6

DOCDM-215630 – Kaiwarua, Mt Cecil and Mt Studholme – February 2009

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Management Access

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSEER
RELEASED UNDER THE OFFICIAL INFORMATION ACT
Land Transfer Act 1952

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

Land Registration District

Canterbury

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

--	--	--	--

Grantor *Surnames must be underlined*

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

Grantee *Surnames must be underlined*

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

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

Public Access and Management Purposes Easement in Gross under section 12 of the Reserves Act 1977 (continued on pages 2, 3 and 4 of Annexure Schedule).

Consideration

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

Operative Clause

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

Dated this day of

Attestation

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

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Grantee

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 which is 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 Grantee; and/or
 - the ecological sustainable management of the land managed by the Grantee.
 - 1.3 “Servient Land” means the land owned by the Grantor and described on page 1.
 - 1.4 “Grantee” means Her Majesty the Queen acting by and through the Minister of Conservation and includes tenants, agents, invitees, contractors, licensees and employees of the Minister of Conservation and the Director-General of Conservation; and for the purposes of clause 2.1 only, includes any member of the public.
 - 1.5 “Grantor” means the owner of the Servient Land described on page 1 and includes the Grantor’s tenants and invitees.

Standard Easement Terms

Access

2. The Grantee has the right in common with the Grantor:
 - 2.1 To pass and re-pass at any time over and along the Easement Area “c-d-e”, “d-f-g”, “h-k-i-m-j”, “f-i”, “k-l” and “m-n” 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 Area “c-d-e”, “d-f-g”, “h-k-i-m-j”, “f-i”, “k-l” and “m-n” on foot, or on or accompanied by horses, or by non-motorised vehicle, or by motor vehicle, with or without machinery and implements of any kind, for Management Purposes.
3. The Grantor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Grantor.

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

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

Annexure Schedule

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

Dated

Page of Pages

Exclusion of Schedules

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

Term

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

Temporary Suspension

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

Dispute Resolution

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

Notice

- 8.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
- (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by facsimile to the receiving party.
- 8.2 If clause 8.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 8.3 If clause 8.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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

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

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

Dated

Page of Pages

Special Easement Terms

- 9. The standard easement terms contained above must be read subject to any special easement terms set out below.
- 10. The Grantee has the right:
 - 10.1 To mark the Easement Area as appropriate.
 - 10.2 To erect and maintain stiles and/or gates.
 - 10.3 To erect and maintain signs informing the public:
 - (a) of the location of the land managed by the Crown and available for public access and recreation; and
 - (b) of their rights and responsibilities in relation to the Easement Area.
 - 10.4 From time to time to modify the surface of the Easement Area so that it becomes and remains fit for the purpose of clauses 2.1 and 2.2
 - 10.5 To use whatever reasonable means of access he/she thinks fit over the Easement Area to carry out the works in clause 10.1 to 10.4.
- 11 Where the Grantor erects fences across the Easement Area the Grantor must install gates no less than 1 metre in width and keep gates unlocked at all times unless otherwise agreed with the Grantee.

Continuation of “Attestation”

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

under a written delegation in the _____)
presence of: _____)

Witness (Signature)

Name _____

Address _____

Occupation _____

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

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

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

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access to Conservation Areas
2. Management Access

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
133 Victoria Street
Christchurch

Auckland District Law Society
REF:4135

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

Appendix 11: Form of Covenant to be created

DATED _____

Between

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

and

MINISTER OF CONSERVATION
("the Minister")

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



Department of Conservation
Te Papa Atawhai

THIS DEED of COVENANT is made the day of

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

AND **MINISTER OF CONSERVATION**

BACKGROUND

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

OPERATIVE PARTS

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

1. INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- “**Act**” means the Reserves Act 1977.
- “**Covenant**” means this Deed of Covenant made under section 77 of the Act.
- “**Director-General**” means the Director-General of Conservation.
- “**Fence**” includes a gate.
- “**Fire Authority**” means a Fire Authority as defined in the Forest and Rural Fires Act 1977.
- “**Land**” means the land described in Schedule 1.
- “**Minerals**” means any mineral that is a Crown owned mineral under section 2 of the Crown Minerals Act 1991.
- “**Minister**” means the Minister of Conservation.
- “**Natural Water**” includes water contained in streams the banks of which have, from time to time, been realigned.
- “**Owner**” means the person or persons who from time to time is or are registered as the proprietor(s) of the Land.

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

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- 1.2.2 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****CC1a – Otaio Catchment.**

All that piece of land containing 915 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC1a being part of _____ situated in Blocks III, IV, VII and VIII Waihao and Blocks XIV, XV and XVI Nimrod Survey Districts described in Certificate of Title _____ (Canterbury Survey District).

CC1b – Gully Dark Side.

All that piece of land containing 95 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC1b being part of _____ situated in Blocks III, IV, VII and VIII Waihao and Blocks XIV, XV and XVI Nimrod Survey Districts described in Certificate of Title _____ (Canterbury Survey District).

CC1c – Mt Blyth Western Catchments.

All that piece of land containing 595 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC1c being part of _____ situated in Blocks III, IV, VII and VIII Waihao and Blocks XIV, XV and XVI Nimrod Survey Districts described in Certificate of Title _____ (Canterbury Survey District).

2. Values of Land to be Preserved.**CC1a – Otaio Catchment.**

- The area supports healthy and good quality narrow leaved snow tussock grassland which is uncommon in the area.
- The area contains significant landscape values due to the high degree of naturalness and intactness of the vegetation cover. The upper Otaio catchment is a significant factor in the aesthetic value of the Mt Studholme area.
- The area contains a diversity of landforms and plant communities.
- The area supports extensive and diverse invertebrate communities.
- The area protects and enhances the water supply catchment of the Otaio River.

CC1b – Gully Dark Side.

- The area supports healthy and good quality narrow leaved snow tussock grassland which is uncommon in the area.
- The area contains significant landscape values due to the high degree of naturalness and intactness of the vegetation cover.
- The shrublands in the area are part of the altitudinal sequence from the range top of the Hunters Hills to the valley floor providing linkages between the alpine vegetation and snow tussocks and the more developed areas on the valley floor.

CC1c – Mt Blyth Western Catchments.

- The area supports healthy and good quality narrow leaved snow tussock grassland which is uncommon in the area.
- The area contains significant landscape values due to the high degree of naturalness and intactness of the vegetation cover. Protection of the catchments enhances the setting for Mt Blyth, a focal point at the southern end of the Hunters Hills.
- The shrublands in the area are part of the altitudinal sequence from the range top of the Hunters Hills to the valley floor providing linkages between the alpine vegetation and snow tussocks and the more developed areas on the valley floor.

2. **Address for Service**¹

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

Minister of Conservation
C/- Conservator
Department of Conservation
195 Hereford Street
Private Bag 4715
CHRISTCHURCH
Ph: 03 371-3700
Fax: 03 365-1388

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

Caberfeidh Farms Limited
c/o One to One Financial Management Limited
338 Stafford Street
PO Box 457
TIMARU
PH: (03)
Fax: (03)

Kaiwarua Station Limited
c/o John and Pauline Trotter (Directors)
Kaiwarua Station
Waihao Valley Road
RD 7
WAIMATE
PH: (03) 689 2295
Fax: (03)

¹ State Street address not Post Office Box number.

SCHEDULE 2

Special Conditions

CC1a – Otaio Catchment.

- 1 Grazing of the covenant by sheep and cattle only is permitted.
- 2 Oversowing and topdressing of the covenant area is permitted except for a 20 metre margin along any river or stream which is to be avoided.
- 3 Spraying of weeds in the covenant area is permitted.
- 4 Spraying of matagouri to create practical stock access routes up to a maximum width of 10 metres is permitted.
- 5 Maintenance of existing fences, tracks and a hut on the covenant area is permitted.
- 6 The Minister may design and undertake a monitoring programme, at the Minister's expense, for the covenant area:
 - (a) to ensure that the ecological integrity of the area is maintained .
 - (b) to enable the monitoring of any effects on the vegetation cover and conditions, faunal values and any other conservation values in the covenant area.The monitoring programme will be reviewed at 3 yearly intervals. If, in the opinion of the Minister there is a deterioration in the condition and extent of the ecological condition of the covenant area, agreement of the Owner may be sought to fence the covenant area and/or alter stock grazing management. The Minister and Owner shall act in good faith in protection of the values in the covenant area but if agreement cannot be reached clause 11 (Disputes Resolution Process) shall take effect.

CC1b – Gully Dark Side.

- 7 Grazing of the covenant area by sheep and cattle only is permitted.
- 8 Spraying of matagouri to create a practical stock access route up to a maximum width of 10 metres over one route in the upper slopes of the covenant area is permitted.
- 9 The owner is to ensure the existing fence on the northern boundary of the covenant area is maintained.
- 10 The Minister may design and undertake a monitoring programme, at the Minister's expense, for the covenant area:
 - (a) to ensure that the ecological integrity of the area is maintained .
 - (b) to enable the monitoring of any effects on the vegetation cover and conditions, faunal values and any other conservation values in the covenant area.The monitoring programme will be reviewed at 3 yearly intervals. If, in the opinion of the Minister there is a deterioration in the condition and extent of the ecological condition of the covenant area, agreement of the Owner may be sought to fence the covenant area and/or alter stock grazing management. The Minister and Owner shall act in good faith in protection of the values in the covenant area but if agreement cannot be reached clause 11 (Disputes Resolution Process) shall take effect.

CC1c – Mt Blyth Western Catchments.

- 11 Grazing of the covenant by sheep and cattle only is permitted.
- 12 Oversowing and topdressing of the covenant area is permitted except for a 20 metre margin along any river or stream which is to be avoided.
- 13 Spraying of weeds in the covenant area is permitted.

- 14 Spraying of regrowth matagouri in the covenant area is permitted. Any spraying of regrowth matagouri is to avoid areas containing dense mature matagouri or other established native shrub species.
- 15 Maintenance of existing fences and tracks on the covenant area is permitted.
- 16 The Minister may design and undertake a monitoring programme, at the Minister's expense, for the covenant area:
 - (a) to ensure that the ecological integrity of the area is maintained .
 - (b) to enable the monitoring of any effects on the vegetation cover and conditions, faunal values and any other conservation values in the covenant area.

The monitoring programme will be reviewed at 3 yearly intervals. If, in the opinion of the Minister there is a deterioration in the condition and extent of the ecological condition of the covenant area, agreement of the Owner may be sought to fence the covenant area and/or alter stock grazing management. The Minister and Owner shall act in good faith in protection of the values in the covenant area but if agreement cannot be reached clause 11 (Disputes Resolution Process) shall take effect.

GRANT of

Correct for the purposes of the
Land Transfer Act 1952

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

Solicitor for the Minister

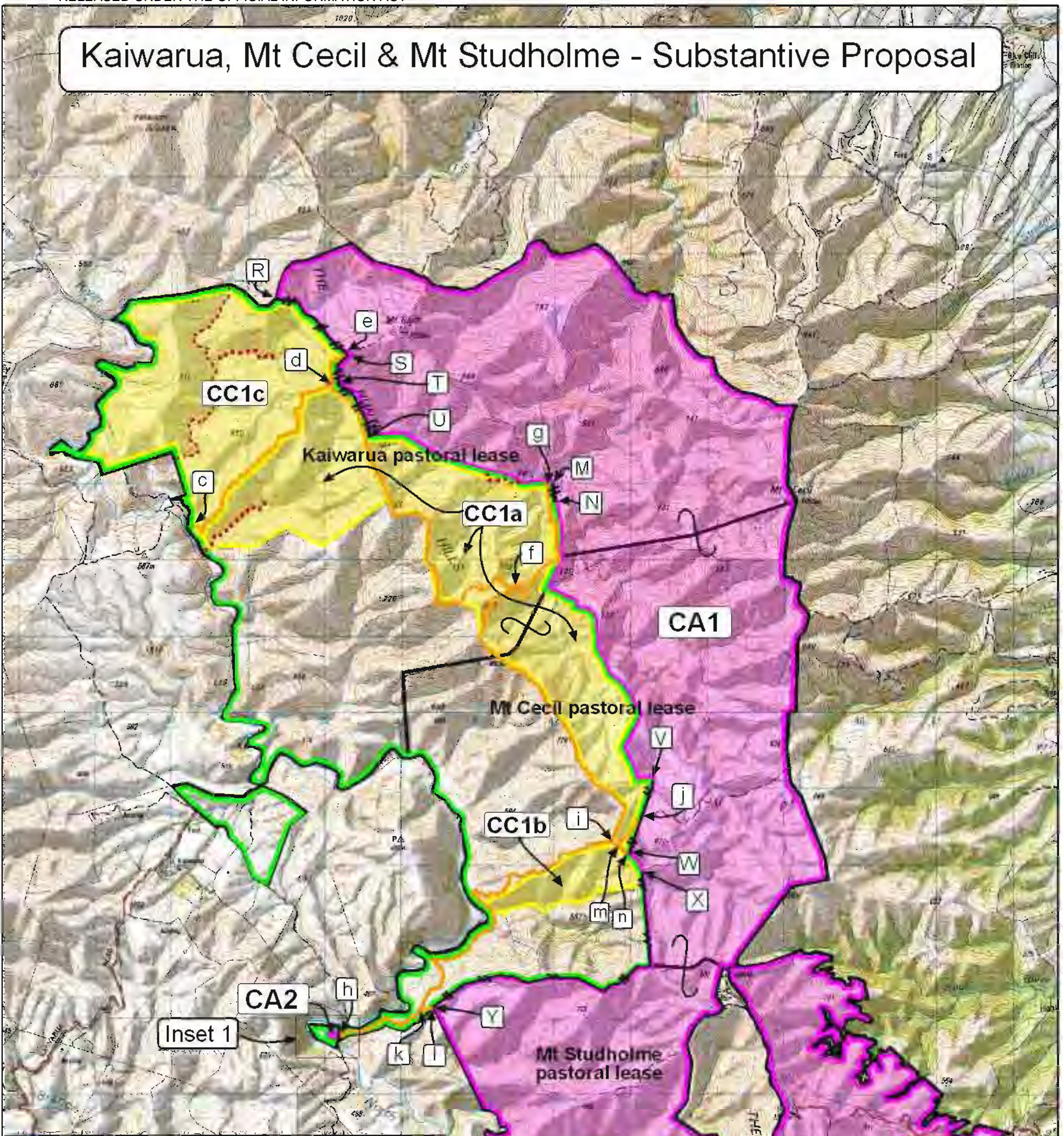
**COMMISSIONER OF CROWN
LANDS**

to

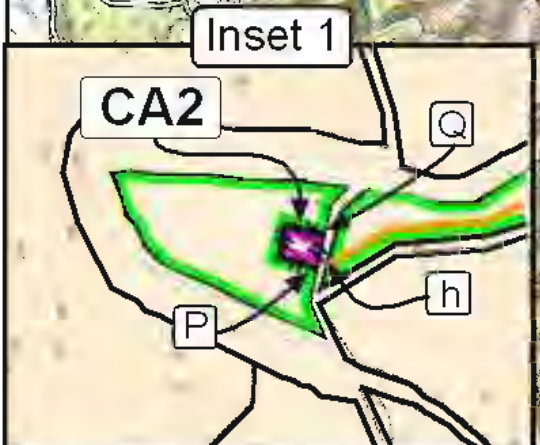
MINISTER OF CONSERVATION

**Solicitor
Department of Conservation
DUNEDIN/CHRISTCHURCH**

Kaiwarua, Mt Cecil & Mt Studholme - Substantive Proposal



- CA1 To be retained in Crown control as a Conservation Area subject to tourism concessions and existing easements
- CA2 To be retained in Full Crown Ownership and Control as Conservation Area
- Freehold disposal to Kaiwarua Station Limited
- Freehold disposal subject to a Conservation Covenants - CC1a, CC1b and CC1c
- Public access and vehicles for management purposes easements c-d-e, d-f-g, h-k-i-m-j, f-i, k-l, m-n
- Part IVA Conservation Act 1987 marginal strips established by licensed cadastral surveyor
- New fencing line P-Q-P, R-S-T-U, V-W, X-Y, M-N




Land being disposed of as freehold will be subject to Part 4A of the Conservation Act 1987. Part 4A applies to the entire length of rivers or streams within the boundaries, or adjoining the land to be disposed of.

The boundaries shown on this plan are indicative and are for illustrative and discussion purposes only. Precise boundary positions will be determined by survey during implementation.

Execution Section

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

SIGNED by Brian John Usherwood pursuant to a delegation from the **Commissioner of Crown Lands** pursuant to the Crown Pastoral Land Act 1998 in the presence of:



Anthony Hatch

Witness

Solicitor

Occupation

100 Wadestown Rd

Address *Wellington*

Anthony Hatch
Solicitor
Wellington

SIGNED for and on behalf of Caberfeidh Farms Limited by two of its directors:

R. G. Fraser

[name of director]

M. A. Fraser

[name of director]

SIGNED for and on behalf of Kaiwarua Station Limited by two of its directors:

[name of director]

[name of director]