

## **Crown Pastoral Land Tenure Review**

**Lease name: PISGAH DOWNS**

**Lease number: PO 248**

### **Preliminary Proposal - Part 2**

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

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

**May**

**05**

Appendix 6: Form of Covenant to be Created

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DATED \_\_\_\_\_

Between

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

and

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

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



Department of Conservation  
*Te Papa Atawhai*



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

1.2 For avoidance of doubt:

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

**2. OBJECTIVE OF THE COVENANT**

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

**3. THE OWNER’S OBLIGATIONS**

- 3.1 Unless agreed in writing by the parties, the Owner must not carry out 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.

## RELEASED UNDER THE OFFICIAL INFORMATION ACT

### 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 Jeffrey Edward Connell exercising his )  
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**

2. **Address for Service<sup>1</sup>**

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

77 Stuart Street  
PO Box 5244  
DUNEDIN  
Fax (03) 439-5652

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

12 C RD  
OAMARU

3. **Values of Land to be Protected**

The natural environment, landscape amenity and historical values

The values of the natural environment consist of the diverse broadleaf dominated shrubland and dry, open shrublands. Both these communities are greatly reduced in the Danseys Ecological District.

The landscape amenity values are a product of the natural environment and the substantially unmodified character of the covenant area.

The historical values are a product of the features associated with the Livingstone gold field, which are superb examples of the engineering works achieved by the gold miners.

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<sup>1</sup> State street address not Post Office Box number.

SCHEDULE 2

Special Conditions

1. The following definition is added to Clause 1.1
 

**“Stock management practices”** means the placement, type, breed and number of stock and the seasonal duration of their stocking in the farm blocks that encompass the covenant area.
2. Clause 3.1.1 is deleted and replaced with the following:
 

3.1.1 grazing of Land by livestock other than sheep and/or cattle.
3. Clause 3.1.2 is deleted and replaced with the following:
 

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant, with the exception of removing by hand only a strip of vegetation no greater than 5 metres wide, for the sole purpose of creating and maintaining a stock route between points j-k as marked on the plan attached as schedule 7.
4. Clause 3.1.4 is deleted and replaced with the following:
 

3.1.4 the erection of any fence, building, structure or other improvement for any purpose, other than repairing any existing fence, building, structure or other improvements on the Land, or erecting any replacement fence, building, structure or other improvements on the land in place of any existing facility.
5. Clause 3.1.5 is deleted and replaced with the following:
 

3.1.5 (a) any burning or chemical spraying; and  
(b) any topdressing or sowing of seed other than to the extent traditionally carried out. The traditional topdressing and sowing of seed rates is to be determined during consultation.
6. Clause 3.1.6 is deleted and replaced with the following:
 

3.1.6 any cultivation, earth works or other soil disturbances, apart from any such activity required to maintain existing vehicle tracks through the Land to a standard appropriate for four wheel drive vehicles.
7. Clause 12 is deleted and replaced with the following:
 

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.

12.2 The proportionate share payable by the Minister is to be calculated having regard to the purpose of the expenditure with the intent that:

  - a) the Minister will bear the cost of work essential for preserving the Values;
  - b) the Owner will bear the cost of work essential for all other purposes;
  - c) when the expenditure is partly for preserving the Values and partly for other purposes, the parties will bear the costs equally or in such other proportion as they may agree, and failing agreement, as may be determined under clause 11.

8. The Owner shall not conduct any activity that encourages stock into the shrubland/forest areas, other than moving stock across and over the Land between points j-k and l-m as marked on the plan attached as schedule 7.
9. The Owner and the Minister will comply with the provisions of the Management Prescription Document contained in Schedule 3.

**SCHEDULE 3: THE BUSHY/MAEREWHENUA BLOCKS CONSERVATION COVENANT-  
MANAGEMENT PRESCRIPTION DOCUMENT**

The management prescription document provides for:

1. The specific goals of management of the land consistent with the objective of the covenant document.
2. A description of how the goals are to be met.
3. A description of the vegetation monitoring programme (VMP) that is to be conducted.
4. A description of the historic monitoring programme (HMP) that is to be conducted.
5. A specification concerning stock management practices, including both identification of vegetation trends and the monitoring the condition of the historic values and how these will affect the stock management practices.
6. A description of the existing balance of exotic pasture species and the indigenous plant communities.
7. A description of the existing historic structures.
8. The revision of the management prescription document ten years from the date of creation of the covenant and ten years thereafter.

1. **The specified goals of the management of the land is to achieve the maintenance and enhancement of existing vegetative cover and to preserve both landscape and historic values, whilst meeting the objective of the covenant.**

**a) Vegetation**

To manage the vegetation on the Land by maintaining the existing balance of exotic pasture species and the following two indigenous plant communities, while minimising the risk of invasion by exotic weeds and trees.

- Diverse broadleaf dominated shrubland
- Dry, open shrublands

**b) Landscape**

To maintain and enhance the landscape values on the Land. The landscape values are:

- i) The mixed broadleaf forest and shrublands within the gully that drains the Bushy and Maerewhenua farm blocks.
- ii) The shrubby faces that drain into the South Branch Maerewhenua.
- iii) The substantially unmodified character of the covenant area.

**c) Historic**

To maintain the historic values on the Land. The historic values are:

- i) Part of the system of water races constructed to bring water from the headwaters of the Maerewhenua to the Livingstone field.
- ii) Two mining dams, an associated control valve and two outlet tunnels.

2. **These goals are to be met through regular monitoring (including general inspections), liaison with the Owner and revision of stock management practices prior to the preparation of management prescription documents.**

Stock management practices will be adjusted if the analysis of the results from the VMP and/or HMP, in association with grazing records and field observations indicate a deterioration of the values on the Land.

3. **Description of a vegetation monitoring programme to be established for vegetation condition and landscape values.**

Up to 20 photo points are to be established and located at selected sites which:

- a) are considered representative of the values contained on the Land; and/or
- b) provide a suitable vantage point of the Land.

4. **Description of a historic monitoring programme to be established for historic values.**

The programme comprises of firstly conducting the base-line survey once the covenant is registered, by monitoring the condition of the historic values in accordance with the form contained in Schedule 4. At each third anniversary of the completion of the tenure review thereafter, the dams and the water races shall be monitored again in accordance with the forms contained in Schedule 5 (built structure survey) and Schedule 6 (archaeological survey) respectively. The results from these surveys shall then be analysed by the Minister and historic values condition determined following their evaluation against the following sliding standard.

- **Good:** All or nearly all features of interest are well preserved for the period they represent. No sign of active damage.
- **Fair:** Some damage or part destruction of features of interest apparent. For buildings, indicates structurally sound, but in need of minor repairs.
- **Poor:** Damage to the majority of the original features of interest is apparent, some significant features are missing. Some features of interest remain. Active damage apparent (e.g. for buildings water penetration, rot etc.).
- **Very bad:** The majority of features of interest are so damaged as to be not surveyable or are missing. For buildings, this indicates structural failure or evident instability, loss of significant areas of roofing, or damage by a major fire or other disaster.
- **Destroyed:** All features of interest have been destroyed. No further information can be gained from future investigation of the site. Includes demolished buildings, unless foundations, basements, etc., exist which are of interest (for which use 'very bad').
- **Uncertain:** Features of interest can not be investigated at the time of the assessment for any reason.

This analysis and resulting data shall be made available upon request to the Owner.

The data collected by both the base-line survey data and field observations will be compared with the built structure survey data and archaeological survey data in association with grazing records to determine trends.

5. **Stock management practices within the current term of the management prescription document.**

If either of the monitoring methods as described in clauses 3 & 4 above and/or field observations establish to the satisfaction of the Minister that stock are having an unacceptable adverse effect on the values of the Land, the Minister will issue a notice to this effect pursuant to clause 9 of the Covenant. The parties will then attempt to address the adverse effects by undertaking consultation to modify the stock management practices so to maintain and enhance the values of the Land.

The following results from the VMP constitute an adverse effect on the shrublands:

- (i) a decrease in the shrublands area; and/or
- (ii) a decrease in the shrublands canopy closure; and/or
- (iii) a decrease in the shrublands statute.

An adverse effect on the historic values, as determined by the HMP, is a decline by more than one standard i.e. good to fair, in either or both of historic values.

If after undertaking consultation the Minister reasonably deems (using the methodology described in clauses 3 & 4) that stock management practices are still resulting in a decrease of the values, the Land's boundary shall be fenced to a standard satisfactory to Minister so that all stock are permanently excluded. The costs for such fencing and for 4 gates situated at points j, k, l and m respectively on the plan attached at schedule 7 shall be split equally between the Minister and the Owner. The Owner shall

be fully responsible for any extra costs associated with the installation of a fence and/or gate to standard other than that required to exclude sheep and cattle.

#### 6. Description of the existing balance of exotic pasture species and the indigenous plant communities.

Exotic pasture species interspersed sparsely with hard and silver tussock dominate the ridge crests on the Land's western, eastern and southern boundaries and extend into the gully on lateral spurs. Closed shrublands grade into broadleaved forest, which occupy the steeper, moist gully slopes. The dry shrublands occupy the slopes which drain into the South Branch Maerewhenua.

The closed shrublands are composed of *Coprosma rugosa*, *C. propinqua*, *C. rubra*, tutu (*Coriaria arborea*), *Fuchsia perscandens*, *Hebe salicifolia*, *Carmichaelia australis*, *Olearia bullata*, and occasional *Olearia lineata*. Saplings and small trees of the forest species kowhai, *Coprosma linariifolia*, marble leaf (*Carpodetus serratus*) and kohuhu (*Pittosporum tenuifolium*) are also common. These reflect a succession to broadleaved forest. Herbaceous species include *Anisotome brevistylis*, *Acaena anserinifolia*, *Cardamine corymbosa*, *Oreomyrrhis ramosa*, *Aciphylla scott-thompsonii*, *Libertia ixioides*, *Corybas macranthus*, toetoe, (*Cortaderia richardii*), *Carex breviculmis*, *C. dipsacea*, maori onion (*Bulbinella angustifolia*), bush flax (*Astelia fragrans*), and the ferns *Blechnum novae-zelandiae*, *B. chambersii*, *B. penna-marina*, hounds tongue fern (*Microsorium pustulatum*), prickly shield fern (*Polystichum vestitum*), *Asplenium richardii*, and hen and chicken fern (*A. bulbiferum*). Lianes in these shrublands include *Rubus cissoides*, *R. schmidelioides*, *Scandia geniculata*, *Parsonsia capsularis*, *Muehlenbeckia complexa* and *Clematis foetida*. Tussock hawkweed (*Hieracium lepidulum*) is common within these shrublands.

Broadleaf (*Griselinia littoralis*) is present in all forest remnants, with lancewood (*Pseudopanax crassifolium*), kohuhu, cabbage tree (*Cordyline australis*), marble leaf, kowhai, and lemonwood (*Pittosporum eugenioides*) also locally present in the canopy. Many closed shrubland species (see above) are present as understory and ground cover species within these forest remnants.

Within the dry, open shrublands matagouri and *Coprosma propinqua* are the dominant shrubs, but many other shrub species are present at lower abundance, including *Carmichaelia petriei*, *Helichrysum aggregatum*, porcupine shrub, *Coprosma crassifolia*, *C. virescens*, kowhai, tutu (*Coriaria arborea*) and *Haloragis erecta*. Several lianes, namely *Muehlenbeckia complexa*, *Rubus schmidelioides*, *R. squarrosus*, and *Calystegia turguriorum* are present. Distinctive dryland ferns include *Cheilanthes sieberi*, *Asplenium flabellifolium*, *Pellaea rotundifolia*, and *Polystichum*. Herbaceous plants (*Lepidium desvauxii* [not conclusively identified], *Dichondra brevifolia*, *Einadia allanii*, *Oxalis exilis*, *Acaena juvenca*, *A. novae-zelandiae*, *Epilobium cinerium*, *Geranium sessiliflorum*, *Urtica incisa*, *Anisotome brevistylis*, *Juncus distegus*, and grasses (hard tussock, blue tussock, silver tussock, *Rytidosperma unarede*) are scattered among the shrubs. Exotic species include Himalayan honeysuckle (*Leycesteria formosa*), nodding thistle (*Carduus nutans*) and horehound (*Marrubium vulgare*).

#### 7. A description of the existing historic structures.

Three water races enter the western boundary of the covenant. Four races leave the covenant through its eastern boundary. Overall the races and their profile are clearly evident. Associated with the races are other structures including the remains of old support structures for an aqueduct (located at GR I41 137 749) which carried a water race across a small gully rather than taking it around the gully head and the remains of a tunnel (located at GR I41 131 759) that once carried water through a rocky spur.

There are two superb example of mining dams and water control in a major gully, centred on GR I41 132 745. Here the miners have made use of a hair pin bend in the creek to construct two stone dams which ultimately fed water into a race. The lower dam wall is about 20 m long and about 4 m high. It still holds water which spills over a concrete sill. When in use the water was directed into a tunnel on the true right then emerged from the tunnel and entered the water race. The control valve on the outlet was underground in the tunnel and was operated via a turn cock located at the top of a separate shaft. The upper dam is about 15 m long and 5 m high. It only retains less than 20% of its original capacity. As with the lower dam the outlet was via a tunnel, in this case it was driven through a spur of bedrock. Despite the partial collapse of the tunnel entrance water still flows through it to re-enter the creek just above the lower dam.

8. **The revision of the management prescription document ten years from the date of creation of the covenant and ten years thereafter.**

At the tenth anniversary of the creation of the covenant and ten years after the Minister and/or the Owner may request that part or all of the management prescription document be amended, in order to better meet the objective of the covenant. Any such amendments must be mutually agreed to by the Minister and the Owner.



SCHEDULE 4

<b>DEPARTMENT OF CONSERVATION BASE-LINE MONITORING FORM</b>	
<b>*Refer to baseline form <u>guide</u> when completing form</b>	
Name of historic site or area:	NZAA site number (if relevant):
	Type of site or area:
Location of historic site or area:	Metric Grid Reference Easting
	Northing
Local Authority:	Date:
Name of Fieldworker(s):	Organisation(s):
Weather:	Aspect:
Altitude (from sea level):	Ground distance from sea or water bodies (m or km):
Proximity to public or private access ways:	
Current land use of site or area:	Current land use of surrounding land:
Description of historic heritage resource (extra space is available overleaf):	
Conservancy land unit number, name, and legal status:	
Size of historic site or area (i.e. area covered):	
Special features of historic site or area:	
Integrity of historic site or area:	
Identified pressures upon historic site or area:	
Potential pressures upon historic site or area:	
Additional notes: <b>Specific attention must be given to:</b>	
<ul style="list-style-type: none"> <li>a) the extent of destructive vegetation on dam walls, tunnels and spillways; and</li> <li>b) if the spillways, tunnels are allowing the free passage of water, particularly during flood events.</li> </ul>	
Recommended time frame for monitoring:	
Reasons for recommended time frame:	
Resource consent application or NZHPT Authority processed:	
Date of next visit:	

Sketch plan (include photopoint location and reference points, direction of photo, GPS point location), further description or additional notes.

Photopoint Data		
Number of Photopoints established:	Photographer :	Date Established:

Photopoints		Film & Photo No.
Photopoint Number:	Description of photopoint   (i.e. location of photopoint, description of object photo of, whether peg placed at photopoint, grid reference, bearing, distance to object, other reference points.):	

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GUIDE TO BASE-LINE MONITORING FORM	
Name of site or area:	If there is more than one name for the place or area, list them all, to avoid confusion.
NZAA site number:	New Zealand Archaeological Association site record number = NZMS 260 Metric Map Sheet No. (e.g. R11) / consecutive number (e.g. 1).
Site type:	The type of cultural heritage resource (i.e. pa, midden, brickworks, karaka tree, house). Also note whether the resource is archaeological, botanical, wahi tapu, or a built structure.
Location of site or area:	Address, legal description, and further detail to help locate the site or area.
Metric grid reference:	Seven digit grid reference from Metric Map NZMS 260, 1:50,000 scale map. <b>The map number should also be recorded in front of the grid reference, i.e. R11.</b> Recording grid references is explained on all NZMS 260 maps.
Local Authority:	The district or city council the site or area is located within.
Date:	Date monitoring was undertaken.
Fieldworker(s) / Organisation:	Name of the people undertaking the monitoring and the organisation, authority, iwi etc., they represent.
Weather:	Brief description e.g. raining, cloudy, clear, sunny, etc.
Aspect:	The predominant direction that the area faces. Measured by pointing a compass in that direction and recording the magnetic bearing.
Altitude:	Height above sea level in metres. Calculate from topographical map contours or GPS.
Distance from sea or water bodies:	Calculate on the ground if possible or from topographic map. Water bodies include, rivers, streams, lakes, etc.
Proximity to access ways:	Either public or private. Calculate either on the ground if possible or from topographic map.
Current land use over site or area:	Note the type of activity the land is predominantly used for.
Adjacent land use:	See above. Note particularly if the land use is different from above.
Description of cultural heritage resource:	Details of the features of the site or area. (e.g. When describing a pa site, include the number of pits, midden, foundations etc. When describing a building, describe the size, style, function, etc.) Include as much information as possible. You may refer to, add and amend the existing information on the site or area.
Conservancy land unit number, name, and legal status:	Record land unit number, name and legal status e.g. marginal strip, national park.
Size of site or area:	Provide a basis for comparison to measure extent and speed of decay. Size / Area—calculate the land surface covered by the site or area (i.e. 50 x 50m) and in m <sup>2</sup> ; Height—highest point of the site or area.
Special features of the site or area:	Any particular features that are unusual or unique (e.g. architectural features, archaeological objects).
Integrity of the site or area:	Has the site or area been modified or altered? This can include positive alterations as a result of sensitive restoration. For buildings and structures, are they located on their original site?
Pressures on site or area:	Describe any main pressures or issues concerning site or area.
Potential pressures upon site or area:	Identify any signs of pressures that could develop in the future (e.g. erosion, stock, development etc.). Also note any vulnerability the site or area may have to these potential pressures.
Additional Notes:	Any further information about the site or area that might assist with future assessment and analysis.
Recommended time frame for monitoring:	All places and area should be monitored within an agreed timeframe. However, it is realised that the frequency of monitoring will vary for each place or area, according to several factors. These include access to place or area, pressures upon place or area, and management issues. Though the timeframe will vary between sites, the monitoring time for each site should be consistent.
Reasons for recommended time frame:	Describe the basis for the decision about the recommended time frame.
Resource consent application or NZHPT authority processed:	Any resource consent applications or NZHPT archaeological authorities processed relating to the site or area? If yes, describe any modifications that took place as a result of the resource consent or authority.
Date of next visit:	Specify date or period within which next monitoring visit needs to take place, based upon the recommended time frame.
Sketch of cultural heritage resource:	Sketch in plan view the layout of the site or area and the shape of the site or area.
Photopoints:	Photopoints are specific, referenced and relocatable points where a camera is set up and photographs taken. Take photos at the same time of the year and at a similar time in the day, so that effective comparisons can take place.
NEXT STEP:	FILL IN THE RELEVANT REGULAR MONITORING FORM!
<i>Acknowledgement: Based on a form developed by Lucy Mackintosh for the Auckland Regional Council.</i>	



internal area	3	<input type="checkbox"/> Rapid, ongoing deterioration	
	4	<input type="checkbox"/> Severe periodic / one-off deterioration	

Indicator	Rating	Estimate (Tick appropriate box)	Notes (location of damage, particular feature, etc.)
Integrity of Internal area	1	<input type="checkbox"/> Not modified or slightly modified (<20% of site or area), including furnishings and decoration	
	2	<input type="checkbox"/> Partially modified (20–50% of site or area)	
	3	<input type="checkbox"/> Heavily modified (50–80% of site or area)	
	4	<input type="checkbox"/> Almost totally or completely destroyed or modified (>80% of site/area)	
Extent of vegetation cover over site or area	1	<input type="checkbox"/> Vegetation absent or very uncommon (<10% of site or area)	Specify whether native or exotic species
	2	<input type="checkbox"/> Vegetation over 10–20% of site or area	
	3	<input type="checkbox"/> Vegetation over 20–50% of site or area	
	4	<input type="checkbox"/> Abundant vegetation over 50% or more of site or area	
Effects of stock/animals	1	<input type="checkbox"/> No sign of stock/animals damage to site or area	Specify type(s) of animal and sign
	2	<input type="checkbox"/> Occasional or old sign	
	3	<input type="checkbox"/> Common or fresh sign	
	4	<input type="checkbox"/> Abundant sign	
Effects of erosion or subsidence	1	<input type="checkbox"/> No signs of erosion	
	2	<input type="checkbox"/> Occasional signs of erosion (<20% of area)	
	3	<input type="checkbox"/> Common signs of erosion (10–50% of area)	
	4	<input type="checkbox"/> Abundant signs of erosion (>50% of area)	
Disasters	1	<input type="checkbox"/> No sign of any disaster (fire, landslide, earthquake etc)	Specify type(s) of disaster and damage
	2	<input type="checkbox"/> Sign of an adjacent disaster to site or area since last visit, but site not damaged	
	3	<input type="checkbox"/> Limited or localised damage on site or area from a disaster since last visit	
	4	<input type="checkbox"/> Severe or widespread damage on site or area from a disaster since last visit	
Effects of Visitors	1	<input type="checkbox"/> No sign of visitor impact (trampling, vandalism, rubbish, fossicking etc) on site or area	Specify type(s) of impact
	2	<input type="checkbox"/> Occasional localised signs of visitor impact	
	3	<input type="checkbox"/> Common signs of visitor impact	
	4	<input type="checkbox"/> Abundant signs of visitor impact	
Fencing	1	<input type="checkbox"/> Secure, intact fencing around site	Specify purpose and effects of fencing
	2	<input type="checkbox"/> Most of site or area fenced or secure fence poorly maintained	
	3	<input type="checkbox"/> Surrounding area fenced	
	4	<input type="checkbox"/> No fencing or fence through site	
Effects of Development	1	<input type="checkbox"/> No signs of construction, roading or other development activities	Specify type(s) of development and effects
	2	<input type="checkbox"/> Occasional, localised signs of construction, roading or other development activities	
	3	<input type="checkbox"/> Common signs of construction, roading or other development activities, but limited to certain areas	
	4	<input type="checkbox"/> Widespread signs of construction, roading or other development activities throughout the site or area.	
Management impact	1	<input type="checkbox"/> Management work visible that has improved the condition and integrity of the site or area	Specify work and impact
	2	<input type="checkbox"/> No work or management impact visible	
	3	<input type="checkbox"/> Management work undertaken that has caused limited, localised damage to the site or area	
	4	<input type="checkbox"/> Management work undertaken that has caused widespread damage or destroyed site or area	
Other effects upon place or area			Please specify

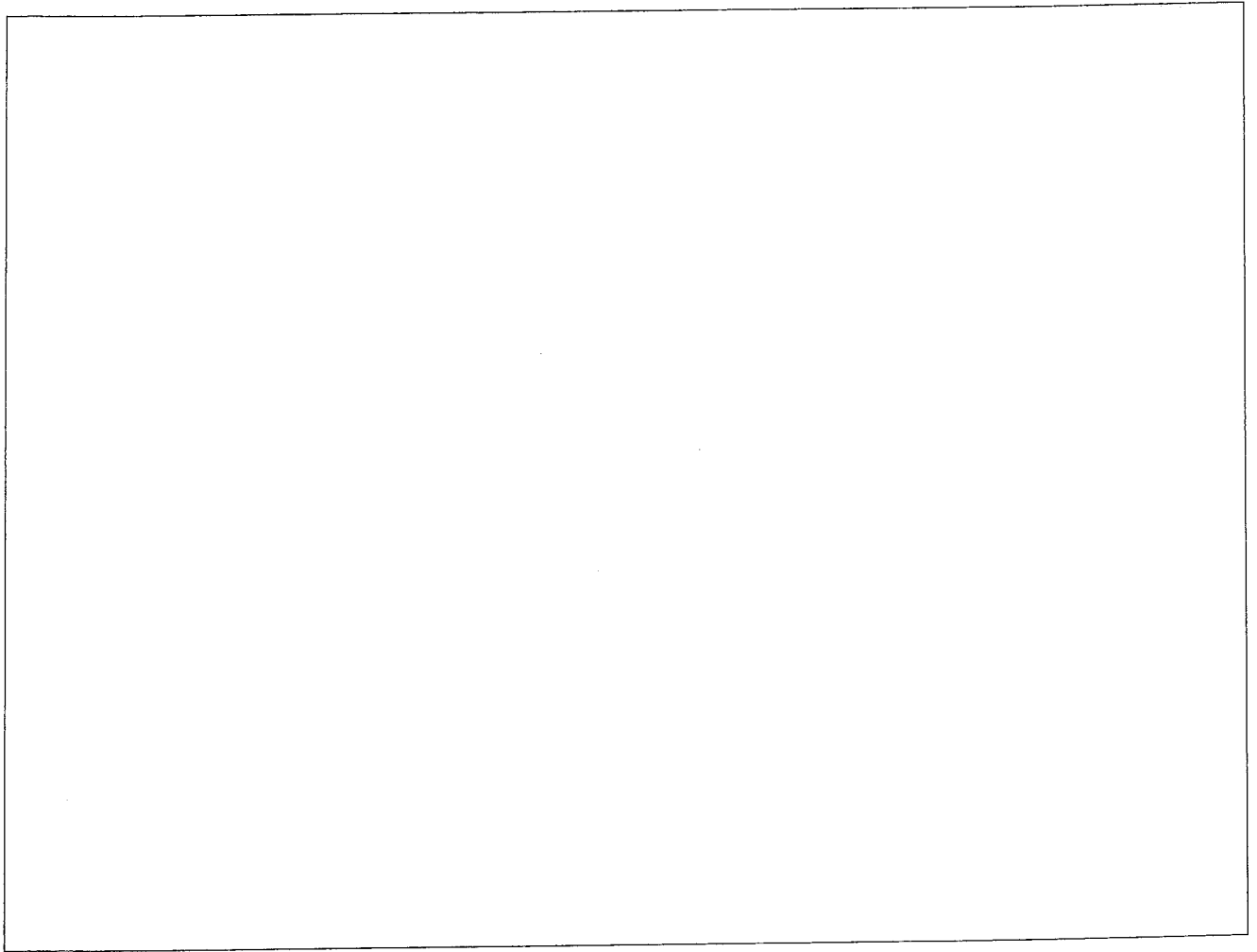
Recommended management needs / actions:	By whom	By when
<p><b>Please comment on:</b></p> <p>a) the extent of destructive vegetation on the dam walls, tunnels and spillways; and</p> <p>b) if the spillways and tunnels are allowing the free passage of water, particularly during flood events.</p>		

Have management actions been undertaken as recommended in previous visit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Any resource consent applications concerning place or area since last visit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Change of ownership since last visit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Information entered and processed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Date of next visit:		

Photopoint Data		
Number of Photopoints established:	Photographer:	Date Established:

Photopoints		
Photopoint Number:	Description of photopoint (i.e. location of photopoint, description of object photo of, whether peg placed at photopoint, grid reference, bearing, distance to object, other reference points, etc.).	Film & Photo No.

Sketch plan (include photopoint location and reference points, direction of photo, GPS Point location) and / or additional notes.





**GUIDE TO BUILT STRUCTURE MONITORING FORM**

Name of site or area:	If there is more than one name for the place or area, list them all to avoid confusion.
NZAA site number	New Zealand Archaeological Association site record number—NZMS 260 Metric Map Sheet No. (e.g. R10) / consecutive number (e.g. 1).
Site Type:	The type of cultural heritage resource (i.e. Pa, Midden, Brickworks, Karaka tree, House)
Location:	Address, legal description and further detail to help locate the site or area,
Metric grid reference:	Seven digit grid reference from Metric map NZMS 260, 1:50,000 scale map. The map number should also be recorded in front of the grid reference, i.e. R11. Recording grid references is explained on all NZMS 260 maps.
Local Authority	The district or city council area the site or area is located within.
Date:	Date monitoring was undertaken.
Fieldworkers / Organisation:	Name of people undertaking the monitoring and the organisation, authority, lwi, etc., they represent.
Size / Area / Height:	Provide a basis for comparison to measure extent and speed of decay. Size / Area—calculate the land surface covered by the site or area (i.e. 50 x 50m) and in m <sup>2</sup> ; Height—highest point of the site or area.
Current use of site or area:	Note the type of activity the land is predominantly used for.
Adjacent land use:	See above. Note particularly if the use is different from above.
Type of vegetation cover:	See options (Indigenous = native species; Exotic = introduced species)
Extent of loss:	Estimate the percentage difference in size (area and height) of the site or area between this visit and the previous visit. State whether the percentage refers to a loss or gain in size (through restoration, excavation etc.). Briefly describe the features (if known) gained or lost since the last visit. Check that 'special features' identified in the base-line form are still present. Refer to any sketches and photos from the previous visit. Describe your method of judgement in the notes to aid consistency between monitoring visits.
Roof/cover of structure:	Includes spouting and flashings. Specify materials and any changes to materials or condition since last visit.
External fabric:	Are the original exterior cladding materials in good condition or been modified? Describe any factors affecting the exterior.
Speed of deterioration of internal fabric:	Elements of historic resources begin to decay from the moment of construction, but the rate at which the place or site depends on many factors and gives an indication of the health of the place or area.
Integrity of interior:	Are there any modifications or alterations visible?
Extent of vegetation cover:	Estimate the extent vegetation covers the site or area (excluding grass).
Stock/animals:	Note the type of stock/animal if known and the type of signs (i.e. trampling, rooting, tracking, etc) .
Erosion:	Continual process through natural forces, e.g. air (wind), water (stream/river/tidal action)
Disasters:	Single event natural hazard that may have caused damage (e.g. cyclone, fire, landslide, etc)
Visitor impact:	Includes people visiting the site of the place or area for leisure, scientific or archaeological interest, management activities, etc.
Fencing:	Specify type of fencing around the site or surrounding area.
Management impact:	Including restoration, repair, cleaning, visitor control, etc.
Management needs / actions:	Specify particular issues that require management attention arising from the monitoring assessment. Identify who is responsible for carrying out the required action and the date by which it will be achieved.
Resource consent applications or NZHPT authorities:	Investigate whether resource consent applications or NZHPT Authorities concerning the site or area been lodged or granted or both since the last visit. Attach details to monitoring form or describe any modifications that took place as a result of the resource consent or authority.
Change of ownership since last visit?	Check on ownership or concessionaire details. If ownership has changed, ensure that the new details are collected so that it forms part of the background information.
Information entered and processed:	Tick yes once the information has been entered onto a database or system.
Date of next visit:	Specify a date within which the next monitoring visit needs to take place, based upon the recommended time frame in the base-line monitoring form, or any re-estimation of the recommended time frame based on information gathered from this site visit.
Photopoint data:	Refer to base-line form for location of photopoints. Refer to Guide to Base-line Monitoring Form for further information about photopoints.

*Acknowledgement:* Based on a form developed by Lucy Mackintosh for the Auckland Regional Council.



Indicator	Rating	Estimate (Tick appropriate box)	Notes (location of damage, particular species, etc.)
Extent of vegetation cover over place or area (excluding pasture)	1	<input type="checkbox"/> Vegetation absent or very uncommon (<10% of place or area)	Specify whether indigenous or exotic species
	2	<input type="checkbox"/> Vegetation over 10–20% of place or area	
	3	<input type="checkbox"/> Vegetation over 20–50% of place or area	
	4	<input type="checkbox"/> Abundant vegetation over 50% or more of place or area	
Effects of erosion or subsidence	1	<input type="checkbox"/> No signs of erosion or subsidence	
	2	<input type="checkbox"/> Occasional signs of erosion or subsidence (<20% of area)	
	3	<input type="checkbox"/> Common signs of erosion or subsidence (20–50% of area)	
	4	<input type="checkbox"/> Abundant signs of erosion or subsidence (>50% of area)	
Effects of Stock/animals	1	<input type="checkbox"/> No sign of stock/animals damage to site/place	
	2	<input type="checkbox"/> Occasional or old sign of stock/animal damage to site/area	
	3	<input type="checkbox"/> Common or fresh sign or stock/animal damage to site/area	
	4	<input type="checkbox"/> Abundant or extensive sign (stock on site) of stock/animal damage to site/area	
Disasters	1	<input type="checkbox"/> No sign of any disaster (e.g. fire, landslide, earthquake)	
	2	<input type="checkbox"/> Sign of an adjacent disaster since last visit to site or area, but site not damage	
	3	<input type="checkbox"/> Limited or localised damage to site or area as the result of a disaster since last visit	
	4	<input type="checkbox"/> Severe or widespread damage to site or area from a disaster since last visit	
Effects of Development	1	<input type="checkbox"/> No signs of construction, roading or other development activities	Specify types of development
	2	<input type="checkbox"/> Occasional, localised signs of construction, roading or other development activities	
	3	<input type="checkbox"/> Common signs of construction, roading or other development activities, but limited to certain areas	
	4	<input type="checkbox"/> Widespread signs of construction, roading or other development activities throughout the area.	
Effects of Visitors	1	<input type="checkbox"/> No signs of visitor impact upon place or area	Specify types of impact
	2	<input type="checkbox"/> Occasional localised signs of trampling, vehicular damage, rubbish, fossicking or other visitor impact	
	3	<input type="checkbox"/> Common signs of trampling, vehicular damage, rubbish, fossicking or other visitor impact	
	4	<input type="checkbox"/> Abundant signs of trampling, vehicular damage, rubbish, fossicking or visitor damage	
Fencing	1	<input type="checkbox"/> Secure, intact fencing around site	Specify purpose of and effects of fencing
	2	<input type="checkbox"/> Most of site fenced or secure site fence poorly maintained	
	3	<input type="checkbox"/> Surrounding area fenced	
	4	<input type="checkbox"/> No fencing or fencing through site	
Effects of Repair Work/Management	1	<input type="checkbox"/> Repair work or management visible that has improved the condition and integrity of the place or area	
	2	<input type="checkbox"/> No repair work or management impact visible	
	3	<input type="checkbox"/> Repair work or management undertaken that has caused limited, localised damage to the place or area	
	4	<input type="checkbox"/> Repair work or management work undertaken that has caused widespread damage or destroyed place or area	

Other effects upon place or area	<p><b>Please comment on:</b></p> <p>a) the extent of destructive vegetation on the dam walls, tunnels and spillways; and</p> <p>b) if the spillways and tunnels are allowing the free passage of water, particularly during flood events.</p>	Please specify
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Continued next page >>

Recommended management actions	By whom	By when
Have management actions been undertaken as recommended by previous visit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Any resource consent or NZHPT authority applications concerning place or area since last visit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Change of ownership since last visit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Information entered and processed	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Date of next visit:		

Photopoint Data		
Number of Photopoints established:	Photographer :	Date Established:

Photopoints:		
Photopoint Number:	Description of photopoint (i.e. location of photopoint, description of object photo of, whether peg placed at photopoint, grid reference, bearing, distance to object, other reference points, etc.).	Film & Photo No.

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Sketch plan (include photopoint location and reference points, direction of photo, GPS Point location) and / or additional notes.

A large empty rectangular box with a thin black border, intended for a sketch plan. The box is currently blank.

GUIDE TO ARCHAEOLOGICAL MONITORING FORM	
Name of archaeological site or area:	If there is more than one name for the place or area, list them all to avoid confusion.
NZAA site number	New Zealand Archaeological Association site record number—NZMS 260 Metric Map Sheet No. (e.g. R10) / consecutive number (e.g. 1).
Metric grid reference:	Seven digit grid reference from Metric map NZMS 260, 1:50,000 scale map. <b>The map number should also be recorded in front of the grid reference, i.e. R11.</b> Recording grid references is explained on all NZMS 260 maps.
Site Type:	The type of cultural heritage resource (i.e. Pa, Midden, Brickworks, Karaka tree, House)
Location:	Address, legal description and further detail to help locate the site or area,
Fieldworkers / Organisation:	Name of people undertaking the monitoring and the organisation, authority, Iwi, etc., they represent.
Local Authority	The district or city council area the site or area is located within.
Date:	Date monitoring was undertaken.
Size / Area / Height of site or area:	Provide a basis for comparison to measure extent and speed of decay. Size / Area—calculate the land surface covered by the site or area (i.e. 50 x 50m) and in m <sup>2</sup> ; Height—highest point of the site or area.
Current land use over site or area:	Note the type of activity the land is predominantly used for.
Adjacent land use:	See above. Note particularly if the land use is different from above.
Type of vegetation cover:	See options (Indigenous = native species; Exotic = introduced species)
Overall condition:	The amount or level of disruption to the site or place.
Extent of loss:	Estimate the percentage difference in size (area and height) of the site or area between this visit and the previous visit. State whether the percentage refers to a loss or gain in size (through restoration, excavation etc.). Judging the amount of loss to a site or area is difficult, and requires a considerable estimation. Refer to any sketches and photo's from the previous visit. Describe your method of judgement in the notes to aid consistency between monitoring visits.
Speed of deterioration:	Sites or areas begin to decay from the moment of construction, at a variable rate depending on many factors. This gives an indication of the health of the site or area.
Integrity of the site or area:	Has the site or area been modified or altered since the last visit? This can include positive alterations as a result of sensitive restoration. Is it located on its original site?
Extent of vegetation cover:	Estimate the extent vegetation covers the site or area (excluding grass).
Erosion or subsidence:	Continual process through natural forces, e.g. air (wind), water (stream/river/tidal action)
Stock/animals:	Note the type of stock/animal signs (i.e. trampling, rooting, tracking, etc ) .
Disasters:	Single event natural hazard that may have caused damage (e.g. cyclone, fire, landslide, etc)
Development impact:	Note any modern structures, services or utilities that exist on or near the site or area.
Visitor impact:	Includes people visiting the site of the place or area for leisure, scientific or archaeological interest, management activities, etc.
Fencing:	Specify type of fencing around the site or surrounding area.
Management impact:	Including fencing, restoration, clearing of vegetation, pest control, animal control, visitor control, etc.
Management needs / actions: (Please fill this section in)	Specify particular issues that require management attention, arising from the monitoring assessment. Identify who is responsible for carrying out the required action and the date by which it will be achieved.
Resource consent applications or NZHPT authorities:	Have any resource consent applications or NZHPT Authorities concerning the site or area been lodged since the last visit. Attach details to monitoring form.
Change of ownership since last visit?	If ownership has changed, ensure that the new details are collected so that it forms part of the background information.
Information entered and processed:	Tick yes once the information has been entered onto a database or system.
Date of next visit:	Allocate a date within which the next monitoring visit needs to take place, based upon the recommended time frame in the base-line form, or any re-estimation of the recommended time frame for monitoring based on information gathered from this site visit.
Photopoint data:	Refer to base-line form for location of photopoints. Refer to Guide to Base-line Monitoring Form for further information about photopoints.
<i>Acknowledgement:</i>	<i>Based on a form developed by Lucy Mackintosh for the Auckland Regional Council.</i>

Schedule 7: Plan showing approximate boundaries of the Covenant and stock crossing points





GRANT of

Correct for the purposes of the  
Land Transfer Act 1952

Solicitor for the Minister

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

COMMISSIONER OF CROWN  
LANDS

to

MINISTER OF CONSERVATION

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Solicitor  
Department of Conservation  
DUNEDIN/CHRISTCHURCH

**Execution Section**

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

**SIGNED** for and on behalf of the  
**Commissioner of Crown Lands**  
by Paul Alexander Jackson acting  
pursuant to a delegated authority in  
the presence of:

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Witness

---

Occupation

---

Address

**SIGNED** by Pisgah Downs Limited  
in the presence of:

---

---

Witness

---

Occupation

---

Address

**OR**

**SIGNED** for and on behalf of Pisgah Downs Limited by two of its directors:

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[name of director]

---

[name of director]