

# Crown Pastoral Land Tenure Review

Lease name: Pisgah Downs

Lease number: PO 248

**Substantive Proposal** 

- Part 3

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

**November** 

08

Appendix 6: Form of Covenant to be Created CC

DATED	

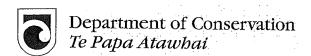
#### Between

# 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



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 not 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.

means either the Minister or the Owner or both. "Party" or "Parties" means any or all of the Land's natural environment, landscape amenity, "Values" wildlife, freshwater life, marine life habitat or historic values as specified in Schedule 1. means the period between any one midnight and the next excluding "Working Day" Saturdays, Sundays, and statutory holidays in the place where the Land is located. For avoidance of doubt: 1.2 the reference to any statute in this Covenant extends to and includes any amendment to or 1.2.1 substitution of that statute; clause and other headings are for ease of reference only and are not to be treated as 1.2.2 forming any part of the context or to affect the interpretation of this Covenant; words importing the singular number include the plural and vice versa; 1.2.3 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant 1.2.4 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; any obligation not to do anything must be treated to include an obligation not to suffer, 1.2.5 permit or cause the thing to be done; words importing one gender include the other gender; 1.2.6 the agreements contained in this Covenant bind and benefit the parties and their 1.2.7 administrators and executors, successors and assigns in perpetuity; where clauses in this Covenant require further agreement between the parties such 1.2.8 agreement must not be unreasonably withheld. OBJECTIVE OF THE COVENANT 2. The Land must be managed so as to preserve the Values. 2.1 THE OWNER'S OBLIGATIONS 3. Unless agreed in writing by the parties, the Owner must not carry out on or in relation to the Land: 3.1 grazing of the Land by livestock; 3.1.1 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other 3.1.2 plant; the planting of any species of tree, shrub or other plant; 3.1.3 the erection of any Fence, building, structure or other improvement for any purpose; 3.1:4 any burning, chemical spraying, top dressing or sowing of seed; 3.1.5 any cultivation, earth works or other soil disturbances; 3.1.6 any archaeological or other scientific research involving disturbance of the soil; 3.1.7

the damming, diverting or taking of Natural Water;

3.1.8

- 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.
- 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

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

- 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;
  - 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

- Where either the Minister or the Owner breaches any of the terms and conditions contained in this Covenant the other party:
  - 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
  - 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.
- 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.
  - state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
  - state a reasonable period within which the defaulting party must take action to remedy the default.

#### 11. DISPUTE RESOLUTION PROCESSES

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

- 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;
- 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

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

#### 12. JOINT OBLIGATIONS

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:	
Ossanstiani	

#### 1. Description of Land

The covenant area comprises approximately 120 ha encompassing the upper and lower dams centred on GR I41 132 745, extending south to include the water races to GR 740 N, and the gorge between these dams, and the SBMR.

The area is currently shaded yellow and labelled CC on the designations plan.

(Legal description can be inserted following survey)

## 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, recreation and historical values.

The values of the natural environment consist of the diverse broadleaf dominated shrubland and dry, open shrublands and its associated fauna. 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.

The recreation value is to provide for continued public foot access to the natural environment and historical values contained in the covenant area.

State street address not Post Office Box number.

#### **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:
  - 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 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.

-9-

- 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 l-m and n-o as marked on the plan attached as schedule 7.
- 9. The public have the right of foot, horse and non-motorised vehicle access over all of the Land upstream from point b, utilising the commonly used route between points k and b and including access to the two historical stone dams.
- 10. 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 and enhancing 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.

 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 novaezelandiae, B. chambersii, B. penna-marina, hounds tongue fern (Microsorum 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 aborea) 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 or the management prescription document be amended, in order to better meet

- 13 -

the objective of the covenant. Any such amendments must be mutually agreed to by the Minister and the Owner.

# DEPARTMENT OF CONSERVATION BASE-LINE MONITORING FORM

*Refer to baseline form guide	
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 I I I I I
	Northing I I I I
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 avail	lable 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: Specific attention must be given to:  a) the extent of destructive vegetation on dam wab) if the spillways, tunnels are allowing the free p	alls, tunnels and spillways; and passage of water, particularly during flood events.
Recommended time frame for monitoring:	
Reasons for recommended time frame:	
Resource consent application or NZHPT Authority processe	d:
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		
Photopoint Number:	Description of photopoint I (i.e. location of photopoint, description of object photo of, whether peg placed at photopoint, grid reference, bearing, distance to object, other reference points,):	Film & Photo No.

				•	
	F .				
•					
					į.
					1
		•			i i
					1
					l
	:				1
					1
	i				
		•			
	-		•	•	
			•		
					I
					1
					i
	,				
	'				
					Į.
		•			
		•			l

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. 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 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, lwi 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 informatio 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 sit 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!					
Acknowledgement:	Based on a form developed by Lucy Mackintosh for the Auckland Regional Council.					

# DEPARTMENT OF CONSERVATION BUILT STRUCTURE MONITORING FORM

*Use baseline form	and previ	ous vi	sit form for refere					form	guic	<u>le</u> fo	r as	sista	nce		
Name of site or area:				NZAA site number (if relevant):											
				Site type:											
				Matria Ori	- D-	f	. Fas	tina	1	-		<del></del>		1	
Location of site or are	a:			Metric Gri	u Ke	ierenc	e. cas	ung	•	ı	,		•	'	
							Nor	thing	1	1	1			1	
Local Authority:				Date:											
Name of Fieldworker(	s):			Organisat	ion(s	):									
Size of Sit	e (m²):		Area	;					He	eigh	t:				
Indicator	Rating	Estir	nate (Tick approp	riate box)			•					Notes			
,												damag feature			ar-
Current use of site			Residential			Agric	ultural				T	-	,		
or area			Commercial		ā	Mem									
0. 2.02			Industrial		ū		r (spec	ifv)							
			Transport and commu	inication			٠,	occupi	ied						
Current use of		Same		incation		11010	1000 0.	- COCUP.			Τ,	Specif			
adjacent built places		_	Different									differe			
and areas						N					+-				
Type of vegetation cover surrounding		· —	Pasture				/egetat								
place or area			Exotic or Indigenous f				(speci	iy)							
'			Predominantly exotic		ubiar	<u></u>					+-				
Extent of loss	1		Site/area been added									Specify and feat			
	2.		Site/area the same size				ni+					gained		1031	r
	3		20% or less of site/are								'	•			
	4 5		20% or more of site/a Site/area completely o												
			of Structure (pleas					not a	oplic	able	) )				
Condition of Roof /	1		None or very few sign									Specify	v		
cover of structure	2		None or very lew sign	s of leaks or	loose	or mi	saina n	naterial	,  s (<2(	1%		_			
00.00.00.00.00.00	_		Small, localised areas of leaks or loose or missing materials (<20% of roof or cover)												
	3														
			cover)												
	4		Roof or cover collapse			1. 22					+				
Condition of Exterior	1		None or very few sign corrosion, etc. Paint o	is of rotting, or other prof	crum	ıbııng, : e finish	spailing nes in s	g, crack sound c	ang o anditi	on					
LXIGHO	2		Small areas of rotting	. crumblina.	spall	ina, cra	acking	or corre	osion,	etc.					
		,	Some evidence of fail	ure of paint	or otl	her pro	otective	e finishe	es						
	3		Large areas of rotting	, crumbling,	spall	ing, cra	acking	or corre	osion,	etc.					
	4		Substantial evidence												
	4		Significant loss of fabi spalling, cracking or c			au area	as 0110	nung, c	iuiibi	ırıg,					
Speed of	1 .		No deterioration visible								$\top$				
deterioration of	2		Slow, ongoing deterio												
external fabric	3	1	Rapid, ongoing deteri												
	4	<u> </u>	Severe periodic / one	off deterior		*****					$\perp$				
Integrity of external	1		Not modified or slight				e or are	ea)							
fabric	2		Partially modified (20-												
	3	,	Heavily modified (50-					. 2007							
	4	,	Almost totally or comp area)	pietely destr	oyea	or rem	iovea (	>80% (	oi sile	OI .					
	Internal		of Structure (pleas	e state in	note	es if th	his is	not ar	plica	able	)				
Condition of Interior	1		None or very few sign									Specify	у		
SUMMED OF INTERIOR	'		etc	io di idano, t	au i i i i	.,000 V	ar rature	, aoi	.,	- •1					
	2 .		Small areas of leaks,	dampness,	vand	alism,	demoli	tion, fire	e, etc						
	3		Large but localised ar	ea of leaks,	dam	pness,	vanda	lism, de	emolit	ion,					
			fire, etc	d nun == -£1-	ales	don		andelle:	m						
	4		Large and widespread demolition or fire, etc	u areas of le	aKS,	uampr	ಣರಶ, Vi	ariudiis.	:11,						
Speed of	1		No deterioration visib	ie							1				
deterioration of	2		Slow, ongoing deterio												
internal area	3		Rapid, ongoing deteri												
!			1 70 - 1 1000	37 4								Trans	2002		

WGNHO-118959 – Conservation Covenant under Reserves Act 1977 – Version 4.1 DOCDM-29374 - Pisgah Downs (P248) Reserves Act Covenant (otaco-41699) July 2006

June 2003

	4		Severe periodic / one-off deterioration	
	'			
Indicator	Rating	Es	timate (Tick appropriate box)	Notes (location of damage, particular feature, etc.)
Integrity of Internal	1		Not modified or slightly modified (<20% of site or area), including	
area	2		furnishings and decoration Partially modified (20–50% of site or area)	
	3		Heavily modified (50–80% of site of area)	
	4		Almost totally or completely destroyed or modified (>80% of site/area)	
Extent of vegetation	1	ā	Vegetation absent or very uncommon (<10% of site or area)	Specify whether
cover over site or area	2		Vegetation over 10–20% of site or area	native or exotic species
	3		Vegetation over 20–50% of site or area	
	4		Abundant vegetation over 50% or more of site or area	Specify type(s) of
Effects of stock/animals	1		No sign of stock/animals damage to site or area	Specify type(s) of animal and sign
Stock/ariiriais	3		Occasional or old sign	armia ana orgin
	4		Common or fresh sign	
Effects of erosion or	1		Abundant sign No signs of erosion	
subsidence	2		Occasional signs of erosion (<20% of area)	
	3	ā	Common signs of erosion (10–50% of area)	
	4	ā	Abundant signs of erosion (>50% of area)	
Disasters	1		No sign of any disaster (fire, landslide, earthquake etc)	Specify type(s) of
	2		Sign of an adjacent disaster to site or area since last visit, but site not damaged	disaster and damage
	3		Limited or localised damage on site or area from a disaster since last visit	
	4	<b>-</b>	Severe or widespread damage on site or area from a disaster since last visit	
Effects of Visitors	1		No sign of visitor impact (trampling, vandalism, rubbish, fossicking etc) on site or area	Specify type(s) of impact
	2		Occasional localised signs of visitor impact	
	3		Common signs of visitor impact	
	4		Abundant signs of visitor impact	0 ''
Fencing	1		Secure, intact fencing around site	Specify purpose and effects of
	2		Most of site or area fenced or secure fence poorly maintained	fencing
	3		Surrounding area fenced	
	4		No fencing or fence through site	
Effects of	1		No signs of construction, roading or other development activities	Specify type(s) of development and
Development	2		Occasional, localised signs of construction, roading or other development activities	effects
0	3		Common signs of construction, roading or other development activities, but limited to certain areas	
	4		Widespread signs of construction, roading or other development activities throughout the site or area.	
Management impact	1		Management work visible that has improved the condition and integrity of the site or area	Specify work and impact
	2		No work or management impact visible	
	3		Management work undertaken that has caused limited, localised damage to the site or area	
	4		Management work undertaken that has caused widespread damage or destroyed site or area	
Other effects upon			j	Please specify
place or area				1 8 11 8 1 1 8 1 1 1 1 1 1 1 1 1 1 1 1

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

			T	
11 and the stime has	☐ Yes	□ No		
Have management actions be	en undertaken as recommended in pr	ent vicit?	☐ Yes	☐ No
	tions concerning place or area since la	got Algits	☐ Yes	□ No
Change of ownership since la				☐ No
Information entered and proce	essed?		Yes	190
Date of next visit:				
	Photopo	int Data		
Number of Photopoints establ	ished:	Photographer:	Date Established	l:
Photopoints				
Photopoint Number:	Description of photopoint (i.e. locati of, whether peg placed at photopoin other reference points, etc.).	ion of photopoint, description nt, grid reference, bearing, d	n of object photo listance to object,	Film & Photo No.
•				
	·			

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

$\Gamma$				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1	•			
1				
1				
1				
1				
1				
1				
1				
1				
1				
1.				
1				
1				
1				
1				
1				
	•			
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1				
1		-		
1				
1				
1				
1				
1				
1				
1				
í				
1				

#### GUIDE TO BUILT STRUCTURE MONITORING FORM If there is more than one name for the place or area, list them all to avoid confusion. Name of site or area: New Zealand Archaeological Assocaition site record number—NZMS 260 Metric Map Sheet No. NZAA site number (e.g. R10) / consecutive number (e.g. 1). The type of cultural heritage resource (i.e. Pa, Midden, Brickworks, Karaka tree, House) Site Type: Address, legal description and further detail to help locate the site or area, Location: Seven digit grid reference from Metric map NZMS 260, 1:50,000 scale map. The map number Metric grid reference: should also be recorded in front of the grid reference, i.e. R11. Recording grid references is explained on all NZMS 260 maps. The district or city council area the site or area is located within. Local Authority Date monitoring was undertaken. Date: Name of people undertaking the monitoring and the organisation, authority, lwi, etc., they Fieldworkers / Organisation: Provide a basis for comparison to measure extent and speed of decay. Size / Area—calculate the Size / Area / Height: land surface covered by the site or area (i.e. 50 x 50m) and in m²; Height—highest point of the site or area. Note the type of activity the land is predominantly used for. Current use of site or area: See above. Note particularly if the use is different from above. Adjacent land use: See options (Indigenous = native species; Exotic = introduced species) Type of vegetation cover: Estimate the percentage difference in size (area and height) of the site or area between this visit Extent of loss: 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. Includes spouting and flashings. Specify materials and any changes to materials or condition since Roof/cover of structure: Are the original exterior cladding materials in good condition or been modified? Describe any External fabric: factors affecting the exterior. Elements of historic resources begin to decay from the moment of construction, but the rate at Speed of deterioration of which the place or site depends on many factors and gives an indication of the health of the place internal fabric: or area. Are there any modifications or alterations visible? Integrity of interior: Estimate the extent vegetation covers the site or area (excluding grass). Extent of vegetation cover: Note the type of stock/animal if known and the type of signs (i.e. trampling, rooting, tracking, etc). Stock/animals: Continual process through natural forces, e.g. air (wind), water (stream/river/tidal action) Erosion: Single event natural hazard that may have caused damage (e.g. cyclone, fire, landslide, etc) Disasters: Includes people visiting the site of the place or area for leisure, scientific or archaeological interest, Visitor impact: management activities, etc. Specify type of fencing around the site or surrounding area. Fencing: Including restoration, repair, cleaning, visitor control, etc. Management impact: Specify particular issues that require management attention arising from the monitoring Management needs / actions: assessment. Identify who is responsible for carrying out the required action and the date by which it will be achieved. Investigate whether resource consent applications or NZHPT Authorities concerning the site or Resource consent area been lodged or granted or both since the last visit. Attach details to monitoring form or applications or NZHPT describe any modifications that took place as a result of the resource consent or authority. authorities: Check on ownership or concessionaire details. If ownership has changed, ensure that the new Change of ownership since details are collected so that it forms part of the background information. last visit? Tick yes once the information has been entered onto a database or system. Information entered and processed: Specify a date within which the next monitoring visit needs to take place, based upon the Date of next visit: 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.

Refer to base-line form for location of photopoints. Refer to Guide to Base-line Monitoring Form for

further information about photopoints.

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

Photopoint data:

Acknowledgement:

#### DEPARTMENT OF CONSERVATION ARCHAEOLOGICAL MONITORING FORM \*Use archaeological form guide for assistance \*Use baseline form and previous visit form for reference NZAA site number: Name of site or area: Site type: 1111 Metric Grid Reference: Easting Location of site or area: 11111 Northing Date: Local Authority: Organisation(s): Name of Fieldworker(s): Area: Height: Size of Site (m<sup>2</sup>): Notes (location of Estimate (Tick appropriate box) Indicator Rating damage, particular species, etc.) Current land use Grazing Production forestry Reserve or other protected public land Cultivation ☐ Under development Residential / Commercial / Industrial (specify) Other (specify) Specify any differences Current land use Same adjacent to place or Different area Type of vegetation Pasture cover surrounding Predominantly exotic weed or scrubland place or area Exotic or Indigenous forest No vegetation Other (specify) Specify areas and types of 1 Overall assessment None or very few signs of disruption to site/area disruption of condition 2 Small areas of disruption to site/area 3 Large areas of disruption to site/area 4 Site/area almost completely or completely disrupted Specify percentage and Extent of loss 1 Site/area been added to features lost / gained 2 Site/area the same size as previous visit 3 20% or less of site/area lost since previous visit 4 20% or more of site/area lost since previous visit 5 Site/area completely destroyed or not located Speed of 1 No deterioration visible since previous visit, deterioration 2 Slow, ongoing deterioration visible 3 Rapid, ongoing deterioration visible 4 Severe periodic / one-off deterioration visible Integrity of site/area 1 Not modified or slightly modified (<20% of place or area) 2 Partially modified (20-50% of place or area)

Heavily modified (50-80% of place or area)

Almost completely destroyed or removed (>80% of place

Continued next page >>

or area)

3

4

Indicator	Rating	Estimate (Tick appropriate box)	Notes (location of damage, particular species, etc.)
Extent of vegetation cover over place or	1	☐ Vegetation absent or very uncommon (<10% of place or area)	Specify whether indigenous or exotic species
area (excluding pasture)	2	☐ Vegetation over 10–20% of place or area	
,	3	☐ Vegetation over 20–50% of place or area	
	4	☐ Abundant vegetation over 50% or more of place or area	_
Effects of erosion or	1	☐ No signs of erosion or subsidence	
subsidence	2	Occasional signs of erosion or subsidence (<20% of area)	
	3	☐ Common signs of erosion or subsidence (20–50% of area)	
	4	☐ Abundant signs of erosion or subsidence (>50% of area)	
Effects of	1	☐ No sign of stock/animals damage to site/place	
Stock/animals	2	Occasional or old sign of stock/animal damage to site/area	
	3	☐ Common or fresh sign or stock/animal damage to site/area	
	4 ·	Abundant or extensive sign (stock on site) of stock/anima damage to site/area	al .
Disasters	1	☐ No sign of any disaster (e.g. fire, landslide, earthquake)	'
	2	Sign of an adjacent disaster since last visit to site or area but site not damage	ı,
	3	Limited or localised damage to site or area as the result of a disaster since last visit	
	4	Severe or widespread damage to site or area from a disaster since last visit	
Effects of Development	1	No signs of construction, roading or other development activities	Specify types of development
5	2	Occasional, localised signs of construction, roading or other development activities	
	3	<ul> <li>Common signs of construction, roading or other development activities, but limited to certain areas</li> </ul>	
	4	Widespread signs of construction, roading or other development activities throughout the area.	
Effects of Visitors	1	☐ No signs of visitor impact upon place or area	Specify types of impact
	2	Occasional localised signs of trampling, vehicular damage, rubbish, fossicking or other visitor impact	
	3	Common signs of trampling, vehicular damage, rubbish, fossicking or other visitor impact	
	4	Abundant signs of trampling, vehicular damage, rubbish, fossicking or visitor damage	
Fencing	1	☐ Secure, intact fencing around site	Specify purpose of and effects
	2	☐ Most of site fenced or secure site fence poorly maintaine	d of fencing
	3	☐ Surrounding area fenced	
	4	☐ No fencing or fencing through site	
Effects of Repair Work/Management	1	Repair work or management visible that has improved the condition and integrity of the place or area	е
	2	☐ No repair work or management impact visible	
	3	Repair work or management undertaken that has caused limited, localised damage to the place or area	
	4	Repair work or management work undertaken that has caused widespread damage or destroyed place or area	

spillways; and b) if the spillways and tunnels are allowing the free passage of water, particularly during flood events.	Other effects upon place or area	b) if the spillways and tunnels are allowing the free passage of water,	Please specify
--	----------------------------------	---	----------------

				Continu	ed next page		
Re	ecommended mana	gement actions		E	By whom	В	y when
Have management actions	s been undertaken as r	ecommended by previous visit	?		Yes		No
Any resource consent or N visit?	Any resource consent or NZHPT authority applications concerning place or area since last Yes Visit?						
Change of ownership since	e last visit?				Yes		No
Information entered and pr	rocessed				Yes		No
Date of next visit:							
			χ.				
		Photopoint Data	· · · · · · · · · · · · · · · · · · ·				
Number of Photopoints es	tablished:	Photographer:		Date Est	ablished:		
Photopoints:					inat photo of		Film &
Photopoint Number:	Description of phot whether peg placed reference points, e	opoint (i.e. location of photopo d at photopoint, grid reference, tc.).	int, descrip bearing, c	listance to	o object, other	·   F	Photo No.

 				1
	]			
	1			1
				I
				F
	1			li .
	1			ľ
	1			[
	1			ľ
	1			i .
	ı			į.
	1			i
	i .			
	l .			
	i .			
	ł			
				1
				1
				1
				1
				1
	1			1
				1
				3
				1
	1			1
				1
	i			
	1			1
	1			1
	i			l.
	1			1
	1			
	1			
	1			
	<b>1</b>			
	ſ			
	ł.			
	ľ			
				1
		4		
				1
	1			
	1			
	l			
	1			
	1			
	1			
	1			
	i			1
	l			1
	1			1
	l			1
	l			(
	1		,	1
	1			i
	l			1
	1			1
	l			1
	i			1
	ı			1

Sketch plan (include photopoint lo Point location) and / or additional	ocation and reference points, direction of p I notes.	hoto, GPS
	·	
	,	
·		
	, · · · · · · · · · · · · · · · · · · ·	
		·
	•	
•		·
	•	
\$ .		
	•	

# 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 Assocaition 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. 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.

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, lwi, 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—

Note the type of activity the land is predominantly used for.

calculate the land surface covered by the site or area (i.e. 50 x 50m) and in m2; Height-

highest point of the site or area.

Current land use over site or area:

Management needs / actions:

NZHPT authorities:

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.

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

(Please fill this section in) by which it will be achieved.

Resource consent applications or Have any resource consent applications or NZHPT Authorities concerning the site or area

been lodged since the last visit. Attach details to monitoring form.

Observe of augustative since last

Change of ownership since last 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.

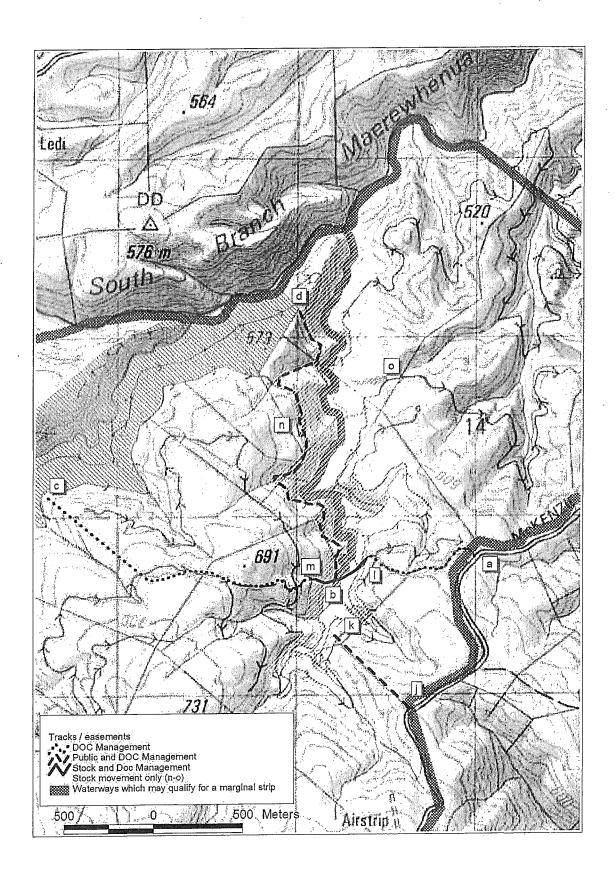
Date of next visit: Allocate a date within which the next monitoring visit needs to take place, based upon the

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.

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



- 30 -

 $\underline{GRANT}$  of

Correct for the purposes of the Land Transfer Act 1952

Solicitor for the Minister

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

COMMISSIONER OF CROWN LANDS

to

MINISTER OF CONSERVATION

Solicitor
Department of Conservation
DUNEDIN/CHRISTCHURCH

## **Execution Section**

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 Brian John Usherwood pursuant to delegation under the Crown Pastoral Land Act 1998 in the presence of:

Solicilor

Occupation

63 Wilton Road.
Address

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