



**Land Information
New Zealand**
Toitū te whenua

Crown Pastoral Land Tenure Review

Lease name : OBELISK

Lease number : PO 264

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.

November

13

Appendix 5: Form of Easement to be Created

**TRANSFER GRANT OF
EASEMENT IN GROSS**

1. Public Access
2. Access for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER

Land Transfer Act 1952

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

Land Registration District

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

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Transferor Surnames must be underlined

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

Transferee Surnames must be underlined

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

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

Public Access and Management Purposes Easement in Gross under section 7(2) of the Conservation Act 1987 (continued on pages 2, 3 and 4 of Annexure Schedule).

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

Operative Clause

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

Dated this day of

Attestation

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

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Transferee

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

Insert below
"Mortgage", "Transfer", "Lease", etc

Dated Page of Pages

Definitions

1. In this transfer unless the context otherwise requires:
 - 1.1 "Easement Area" means that part of the Servient Land being 20 metres wide which is marked [a-b, c-d and e-f on proposed designations plan] "[]" on Deposited Plan/S.O. Plan No [].
 - 1.2 "Management Purposes" means:
 - The protection of a significant inherent value of the land managed by the Transferee (not being a member of the public), in the vicinity of the easement area.
 - The management of the land administered by the Transferee (not being a member of the public) in a way that is-ecologically sustainable.
 - 1.3 "Servient Land" means the land owned by the Transferor and described on page 1.
 - 1.4 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and, for purposes of clause 2.1, includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public; but for the purposes of clause 2.2 means the Transferee's tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation only.
 - 1.5 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

2. The Transferee has the right:
 - 2.1 In common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot, on or accompanied by horses, or by motorised vehicle, or non-motorised vehicle powered by a person or persons.
 - 2.2 To pass and re-pass at any time over and along the Easement on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, or with or without guns and dogs, for Management Purposes.
3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.
OTACO-37213 - Easement in Gross Templ
docDM-1228795 - Obelisk Easement Symes Road

22/8/13

4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Exclusion of Schedules

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

Term

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

Temporary Suspension

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

Dispute Resolution

- 8.1 If a dispute arises between the Transferor and Transferee (not being a member of the Public) concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 8.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
- 8.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President of the local branch of the New Zealand Law Society in which the Servient Land is situated.
- 8.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

- 9.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
 - (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by email to the receiving party.
- 9.2 If clause 9.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 9.3 If clause 9.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next working day after the date of dispatch.

Special Easement Terms

10 The standard easement terms contained above must be read subject to any special easement terms set out below.

10.1 The transferee is under no obligation to maintain the Easement Area to any standard other than that which is necessary for his own purposes.

10.2 The public have the right to pass and re-pass on the Easement Area with guns and accompanied by dogs, provided any guns and/or dogs are kept confined in a motor vehicle while on the Easement Area.

10.3 For the following conditions under this clause 10.3, the transferee is defined as the Director-General of Conservation's tenants, agents, contractors, and invitees; and any employee or contractor, only.

10.3.1 The Transferee has the right:

(a) To mark the Easement Area as appropriate.

(b) To erect and maintain stiles.

(c) To erect and maintain signs informing the public

(i) of the location of land managed by the Crown and available for public access and recreation; and

(ii) of their rights and responsibilities in relation to the Easement Area.

10.4 In doing any of the matters specified in clause 2.2, the Transferee must take reasonable and proper care not to damage any property of the Transferor and must properly repair any such damage.

Continuation of "Attestation"

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

under a written delegation in the)
presence of:)

Witness (Signature)

Name _____

Address _____

Occupation _____

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

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

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Management Purposes

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
Dunedin

Auckland District Law Society
REF:4135

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

Appendix 6: Form of Covenant to be Created

This document is a draft. Monitoring methods will have more detail – but final detail can only be completed when the monitoring is established (i.e. number of sites, locations etc will become part of the document)

DATED _____

Between

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

and

MINISTER OF CONSERVATION
("the Minister")

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



Department of Conservation
Te Papa Atawhai

THIS DEED of COVENANT is made the _____ day of _____

BETWEEN

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

AND

MINISTER OF CONSERVATION

BACKGROUND

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

OPERATIVE PARTS

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

1. INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

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

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

1.2 For avoidance of doubt:

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

2. OBJECTIVE OF THE COVENANT

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

3. THE OWNER’S OBLIGATIONS

- 3.1 Unless agreed in writing by the parties, the Owner must not carry out or allow to be carried out on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, chemical spraying, top dressing or sowing of seed;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;
- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
- 3.1.10 any other activity which might have an adverse effect on the Values.

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

3.2 The Owner must:

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and in particular comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;

3.2.3 keep the Land free from exotic tree species;

3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.5 subject to consultation between the Owner and the Minister and the 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 and 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, ASSIGNMENT OR OTHER DEPOSAL OF LAND

- 7.1 If the Owner sells, leases, or parts with possession of the Land, or hands over control of the Land to any other person, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, assignee or manager to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, assignee or manager to ensure that on any subsequent sale, lease, assignment, or change in control of the Land, any subsequent purchaser, lessee, assignee or manager must also comply with the terms of this Covenant including this clause.
- 7.2 A Transferee of the land will at law be bound by the registered Covenant. Such transfer is deemed to provide the agreement to comply with the terms of this covenant required by Clause 7.1

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, notwithstanding that the Land may from time to time be sold or otherwise disposed of.

8.4 Titles

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

8.5 Acceptance of Covenant

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

8.6 Fire

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

9. NOTICES

- 9.1 A notice to be given under this Covenant by one party to the other is to be in writing and made by personal delivery, by pre-paid post, by facsimile, or by email addressed to the receiving party at the address, facsimile number or email address 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 or email, on the day on which it is dispatched if that is a Working day or, if dispatched after 5.00pm, on the next Working 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 local branch of the New Zealand 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 local branch of the New Zealand 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. FURTHER AGREEMENT

13.1 Where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

14. SPECIAL CONDITIONS

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

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

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

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

Witness: _____

Address : _____

Occupation: _____

SCHEDULE 1

1. Description of Land

The Land is labelled "FH2 CC" being 487 ha on the Designations Plan attached, made up of Area A being the fenced area of approximately 62 ha and Area B being that part of the Land outside Area A of approximately 425 ha.

2. Address for Service¹

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

C/- Box 5244
DUNEDIN 9058

Phone (03) 477 0677

Email: centralotago@doc.govt.nz

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

Earnsclough Station
Earnsclough Road
R.D. 1
Alexandra
New Zealand

Email: ecgenetics@farmside.co.nz

3. Values of Land to be Protected – Natural Environment and Landscape Amenity

(a) *To protect and enhance the natural character of the Land with particular regard to the indigenous flora and fauna*

Vegetation:

The vegetation of the broad and gently sloping range crest is a mosaic of hard and silver tussock interspersed with dry-tolerant pasture grasses and pastoral weeds. Shallowly-incised gully heads extend into the crest and much of the surface is dotted with tors and rock outcrops. Occasional shrubs such as *Olearia lineata*, porcupine shrub, kanuka (*Kunzea ericoides*), *Pimelea aridula*, desert broom and *Hebe pimeleoides* subsp. *faucicola* are present on or around rock outcrops.

A series of small, ephemerally wet shallow depressions, are scattered over the plateau-like range crest. These support a flora of predominantly annual herbaceous plants in silty substrate overlying basement schist. Community composition varies between depressions but common native species include mousetail (*Myosurus minimus* subsp. *novaezelandiae*), *Myosotis brevis*, *Crassula multicaulis* *C. sinclairii*, *C. mataikona*, *C. peduncularis* and *C. colligata*. These are often in association with exotic herbs such as *Sedum acre*, sheep's sorrel (*Rumex acetosella*), and whitlow grass (*Erophila verna*).

The tiny buttercup *Ranunculus brevis* also extends into surrounding dry habitats which it shares with the exotic *Trifolium arvense*, white clover (*T. repens*) and *Erodium cicutarium*.

Threatened Species:

Crassula multicaulis, *Crassula peduncularis*, *Myosurus minimus* subsp. *novae-zelandiae*, *Carex inopinata* and *Myosotis brevis* are threatened species with the first three ranked "nationally critical".

¹ State street address not Post Office Box number.

Anisotome caudicola, *Carmichaelia compacta*, *Colobanthus brevisepelaus*, *Crassula mataikona*, *Hebe pimeleoides* subsp. *faucicola*, *Olearia lineata*, *Pimelea aridula*, and *Raoulia beauverdii* are “at risk” species.

(b) *To protect the landscape amenity of the Land*

Landscape:

Flat Top Hill is a distinctive local landmark. The rock tor landscape is an iconic and striking Central Otago landscape. The rock outcrops and tors are by far the dominant feature and are visually highly impressive. The shallow ephemeral wetlands are also a significant landscape feature.

SCHEDULE 2

DRAFT

Special Conditions

Special conditions applying to both parts of the Land marked "A" and "B"

- 1) Clause 3.1.1 is deleted and replaced with: Sheep may graze the Land.
- 2) The Owner will not stock the Land in such a way as to cause damage to the values (for example by creating a feed pad).
- 3) Notwithstanding clause 3.2.1, the Owner must control wilding pines, exotic broom and gorse on the Land and must use his best endeavours to prevent them seeding (This may include chemical spot spraying).
- 4) Clause 3.1.4 is modified by removing reference to fencing.
- 5) Management of the Land may be adapted over time by agreement between the Owner and the Minister to better protect the Values, in accordance with the Management Prescription Document, attached in Schedule 3.
- 6) Monitoring of landscape amenity attributes and threatened plants on the Land will be undertaken to record compliance with covenant conditions, plant community trends and to inform adaptive management in accordance with monitoring requirements attached in Schedule 4.

The following special conditions apply to Area "A" only (Fenced area of approx 62 ha)

- 7) The Owner will not feed out hay or other feed supplements on this part of the Land.

The following special conditions apply to Area "B" only (that part of Land outside "A" of approx 425 ha)

- 8) If the Owner wishes to graze cattle on this part of the Land, the Owner must first consult the Minister, who may impose reasonable conditions as part of any authorisation for this use.
- 9) Notwithstanding clause 3.1.4, having consulted the Minister in advance, the Owner may construct a fertilizer bin on this part of the Land in a position authorised by the Minister and that in the Minister's opinion will minimise impact on landscape values.
- 10) Clause 3.1.5 is modified by removing reference to chemical spraying, topdressing and sowing of seed.
- 11) Notwithstanding 3.1.6, the Owner may direct drill on this part of the Land.
- 12) Notwithstanding clause 3.1.6, having consulted the Minister in advance the Owner may construct a dam/reservoir for the purpose of a stock water supply on this part of the Land at a location authorised by the Minister.

SCHEDULE 3

MANAGEMENT PRESCRIPTION DOCUMENT FOR OBELISK STATION – FLAT TOP HILL COVENANT

This document forms part of the Covenant. It outlines:

1. The specific goals of management of the land consistent with the nature of the values of the Land.
2. A description of how the goals are to be met.
3. A detailed description of the values at the commencement of the covenant.
4. A description and purpose of the monitoring programme.
5. Details of grazing systems, including identification of vegetation trends and how that will affect the land management systems.
6. When this management prescription document will be reviewed.

1. The goals of the covenant are to:

- Protect, maintain and enhance the landscape amenity attributes and indigenous plant communities of the Land, whilst providing for ongoing sustainable grazing.
- Maintain Area “A” of the Land in an undeveloped state while providing for ongoing grazing to maintain the plant community of spring annuals in ephemeral tarns.

2. A description of how the goals are to be met.

2.1 Landscape amenity attributes. To be protected by the standard conditions of the covenant limiting earthworks, buildings and other disturbances.

2.2 Indigenous plant communities:

2.2.1 Plants of rock outcrops and threatened dryland herbs in the entrenched gullies and around rock tors are a significant value. Species such as *Olearia lineata*, porcupine shrub, kanuka, *Pimelea aridula*, desert broom and *Hebe pimeleoides* subsp. *faucicola* can be protected by ensuring that management practices are not having a detrimental impact. These values will be monitored as part of the landscape amenity of the Land.

2.2.2 Plants characteristic of ephemeral tarns and dry stressed areas are significant values on the Land. They survive with and probably require a high disturbance environment that could be provided by continued sheep grazing. Although now invaded by introduced grasses and rushes, sheep grazing appears to reduce the competition these exotics would otherwise exert.

Cattle are known to cause pugging of wet areas and may destroy values being protected, so that conditions imposed as part of an agreement to cattle grazing would need careful consideration.

The Owner wishes to sow seed and fertilize Area “B” of the Land. This will have unknown outcomes for the threatened herbs, most of which are in ephemeral wet tarns on the Land.

In order to monitor the outcome of ongoing management practices, developed and undeveloped areas will be monitored. Area “A” of the Land will not be seeded, fertilized or otherwise developed.

The plant communities under the two different treatments (Areas “A” and “B”) will be monitored over time to ensure the populations continue to thrive, at least in Area “A” and assist with knowledge of

their management under pastoral use. Adaptive management can be applied to better meet the objects of the covenant.

3. A detailed description of the type and condition of conservation resources at the commencement of the concession.

See schedule 1

4. A description of the monitoring programme (of activity effects) to be carried out (for vegetation).

See schedule 4

5. Details of grazing systems, including identification of vegetation trends and how that will affect the grazing systems.

Sheep will be grazed on the Land.

The Owner will keep a record of grazing rates, time and stock type, development and fertiliser application. This information will, along with rainfall data, be analysed collaboratively between the parties with a view to adaptive management as outlined in Schedule 4, clause 6 to achieve the objectives of the covenant.

6. Review of management prescription document

The Owner and the Minister will review this document from time to time in accordance with knowledge gained over the course of the covenant by monitoring and otherwise, and may by mutual agreement make changes to better achieve the objective to preserve the values. The first such review shall occur on or before the 10th anniversary of the commencement of the covenant, with subsequent reviews to occur at intervals not greater than every ten years thereafter.

SCHEDULE 4

DESCRIPTION OF THE MONITORING PROGRAMME TO BE ESTABLISHED.

(DRAFT ONLY)

1. Aim:

- 1.1 To monitor changes to the landscape amenity attributes including the grey shrublands.
- 1.2 To monitor vegetation changes in particular "threatened" herbs.

2. Monitoring Proposal:

- 2.1 Landscape amenity attributes will be monitored with photopoint monitoring.
- 2.2 Vegetation monitoring will be used in developed and undeveloped areas to understand the outcomes from sowing seed and fertilizing of areas with threatened herbs, in ephemeral wet tarns on the Land.

The fenced area of some 62 ha being the part of the Land shown as Area "A" on the attached plan will not be seeded or fertilized. This area will be compared to that part of the Land shown as Area "B" which will be subject to ongoing pastoral inputs such as seed and fertilizer.

The monitoring is designed to:

- track the plant communities in tarns
- ensure the management of Area "A" is appropriate
- detect any differences in the vegetation communities in Areas "A" and "B" over time

3. Responsibilities:

The monitoring programme will be established at the commencement of the Covenant by the Minister and the Owner. Subsequent re-monitoring will occur every 5 years (it could be more frequent for a start to understand seasonal differences /or possibly one year in 5 when conditions suit) and is to be organised by the Minister with the assistance of the Owner. It may be decided that Landscape amenity and vegetation changes can be monitored at different intervals.

The Owner will be party to the monitoring by providing one person with appropriate monitoring skills to assist with the physical monitoring. The Minister will complete the report write up. The Owner will be given a copy of the monitoring report.

4. Costs:

The Minister and the Owner will cover their own staff (including that party's contractors if any) costs for monitoring. The Minister will cover the cost of the monitoring report write up for the initial and repeat monitoring. All other costs will be shared jointly between the parties.

5. Monitoring Methods:

This section is yet to be written by a DOC specialist. Initial ideas are as follows:

- 5.1 The landscape will be monitored with a (small) number of repeatable photopoints that will show changes in the landscape amenity over time.
- 5.2 The monitoring of threatened herbs is likely to include monitoring of a number of ephemeral tarns within both Areas "A" and "B" to determine if there are any long term differences in the number and distribution of plant species attributable to the different management regimes.
- 5.3 Quantitative monitoring to be applied - quadrat, transect type approach (assessing cover abundance within plots). The habitat of ephemeral tarns is to be included in the areas monitored.

6. Monitoring Results:

Following monitoring, results will be discussed between the Owner and the Minister.

The results will be used to inform agreed changes in management of the Land.

The Minister may decide on appropriate changes to the management of Area "A" to better protect the values.

It is acknowledged that the Owner's use of Area "B" may in time lead to greater invasion of exotic plants into ephemeral tarn habitat. However the Minister may advocate with the Owner for changes to the management of Area "B" to protect the values.

GRANT of

Correct for the purposes of the
Land Transfer Act 1952

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

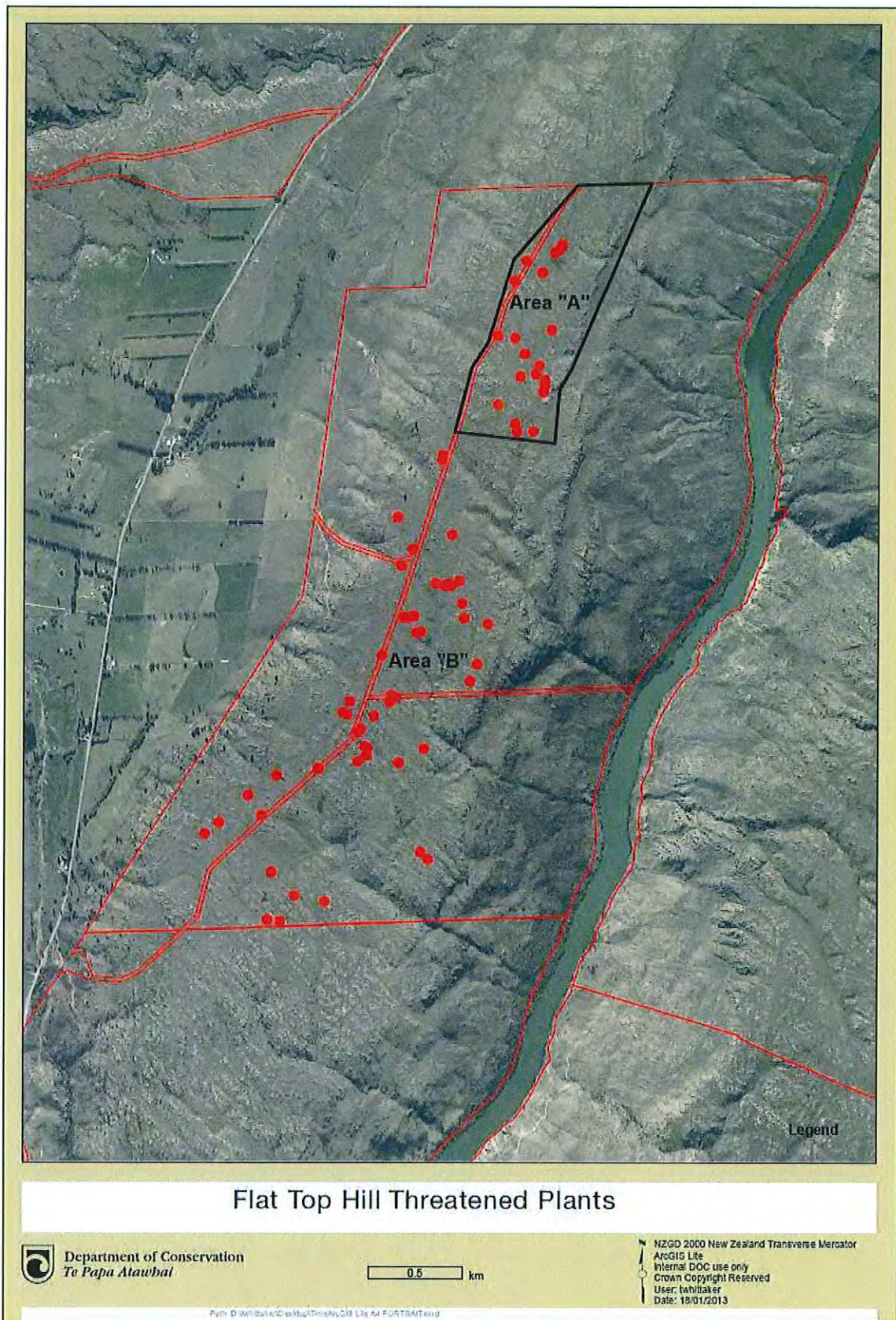
Solicitor for the Minister

COMMISSIONER OF CROWN
LANDS

to

MINISTER OF CONSERVATION

Solicitor
Department of Conservation
DUNEDIN/CHRISTCHURCH



Sites of threatened plants are identified as red dots.

Appendix 7: Copy of Easement 885763 to Continue



View Instrument

Instrument Type Transfer and Grant of Easement

Instrument Number 885763

Status Registered

Completion Date

Date & Time Lodged 30/06/1995 12:53:00

Lodged By

Lodged For

Approved By

Affected Computer Registers Land District

OTA2/1315

Otago

*** End of Report ***

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

17/09 '01 MON 12:15 FAX 04 3 4745108

LAND TITLES OFFICE

001

Facsimile



To: D. Abacrombie
 Company: Abacrombie & Assoc.
 Fax No: 471 9455
 From: Joan Taylor
 Date: 170901
 Page 1 of: 3
 Our Ref: Your manual LOL request/s 18233 & 18212
 Your Ref: As above

Land Information NZ
 John Wickliffe House
 Princes Street
 Private Bag 1929
 Dunedin
 New Zealand
 Tel 03-477 0650
 Fax 03-477 3517
 HTTP://www.linz.govt.nz

Confidential
 This facsimile message contains information which is confidential and may be subject to legal privilege. If you are not the intended recipient, you must not peruse, use, disseminate, distribute or copy this message. If you have received this message in error, please notify us immediately by facsimile or telephone and destroy the original message. Thank you.

Subject: Manual request/s

Dear Client

Please find following copy/s of manual requests received at this office.

We have searched extensively for your request/s but it cannot be found - Sorry.

Joan

PS.

It would help me a lot if you could indicate in the Comments area of the request a document type & file number please.

Many thanks *Joan*

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

17:00: 01 JUN 17 40 FAX 01 3 4745100

LAND TITLES OFFICE

002

The image shows a screenshot of a software application window titled "Request Manual Copy". The window contains several input fields and buttons. The fields include "Request Number" with the value "895763", "Request Type" with the value "TE", "Request Date" with the value "01/06/2001 08:40:21", and "Status" with the value "Pending". There are also buttons for "OK" and "Cancel". The window is heavily textured with a grid pattern, likely due to the scanning process.

A2 | B15.

NF (7221, 799)

nd- EDS = Missing prior to LOC

Appendix 8: Copy of Easement 8395719.1 to Continue



View Instrument

Instrument Type Grant of Easement Without Transfer
Instrument Number 8395719.1
Status Registered
Completion Date 24/02/2010
Date & Time Lodged 18/02/2010 15:44:52

Lodged By Lanham, Bernadette Joan
Lodged For Checketts McKay Law Limited
Approved By van der Wende, Bob

Affected Computer Registers Land District

514084 Otago
OTA2/1315 Otago

*** End of Report ***



View Instrument Details



Instrument No. 8395719.1
 Status Registered
 Date & Time Lodged 18 Feb 2010 15:44
 Lodged By Lanham, Bernadette Joan
 Instrument Type Grant of Easement Without Transfer

Affected Computer Registers **Land District**
 OTA2/1315 Otago

Annexure Schedule: Contains 8 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- Mortgage 7968384.4 does not affect the servient tenement, therefore the consent of the Mortgagee is not required

Signature

Signed by John Alexander Williamson as Grantor Representative on 27/01/2010 08:58 AM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by John Alexander Williamson as Grantee Representative on 27/01/2010 08:58 AM

*** End of Report ***

DEED OF EASEMENT

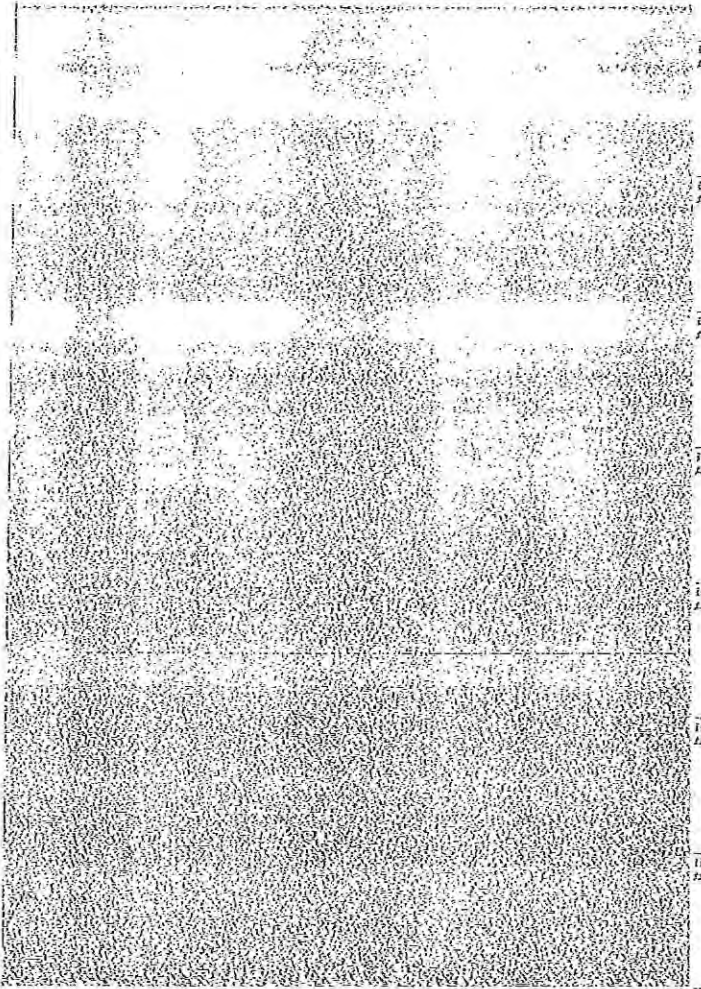
Parties:

- 1. Her Majesty the Queen acting by and through the Commissioner of Crown Land.
- 2. Last Chance Irrigation Company Limited
- 3. Eamsdeugh Station Leases Limited

Crocketts McKay Law Limited
Lawyers
Central Otago

6/25/14 Last Chance CC 000184 Great Race 141150 Deed of Easement Final.doc

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DEED OF GRANT OF EASEMENT

Dated 22 December 2009

Parties

- 1. Her Majesty the Queen acting by and through the Commissioner of Crown Lands pursuant to the Land Act 1913 (the Grantor).
- 2. East Chanco Irrigation Company Limited (the Grantee).
- 3. Earsdenloch Station Lands Limited (the Lessee).

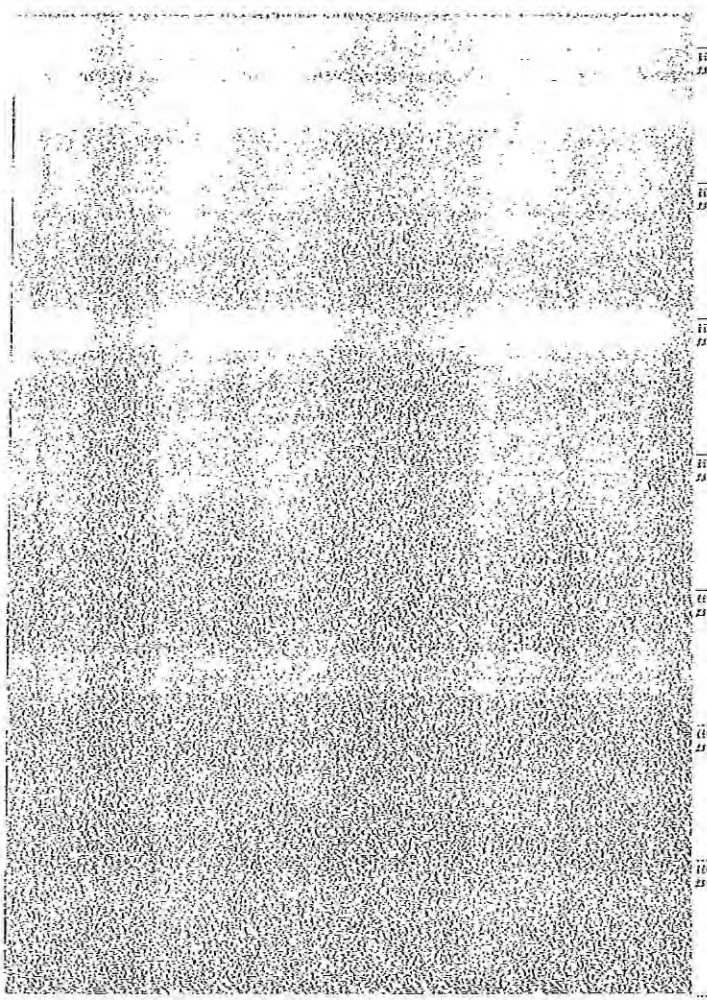
Background

- A. The Grantor is the owner of the Grantor's Land.
- B. The Commissioner of Crown Lands has agreed to grant to the Grantee an easement to convey water on the terms specified in this Deed, pursuant to Section 60 of the Land Act 1913.
- C. The Lessee has consented to the within easement and waives its right to compensation as specified in this Deed.

This Deed Witnesseth

- 1. Interpretation
- 1.1 In this instrument, unless the context otherwise requires:
 - (a) "Commencement Date" means the date of execution of this Deed.
 - (b) "Deed" means this Deed, the background and the schedules.
 - (c) "Act" and "Regulations" have the meaning given to them in the Interpretation Act 1995.
 - (d) "Easement Land" means the stipulated course or stipulated area over that part of the Grantor's Land as referred to in clause 2.1.
 - (e) "Grantee" includes its respective servants, agents, employees, visitors and contractors, any licensee, lessee or tenant of the Grantee, and the Grantor's successors and transferees.
 - (f) "Grantor's Land" means that land being Section 1, Block J Cairn Hill Survey District being part of the land legally described in Certificate of Title OT A2/1315.
 - (g) "Lessee" includes the Lessee's transferees.
 - (h) "Easement Facility" means the facility as set out in clause 2.3.

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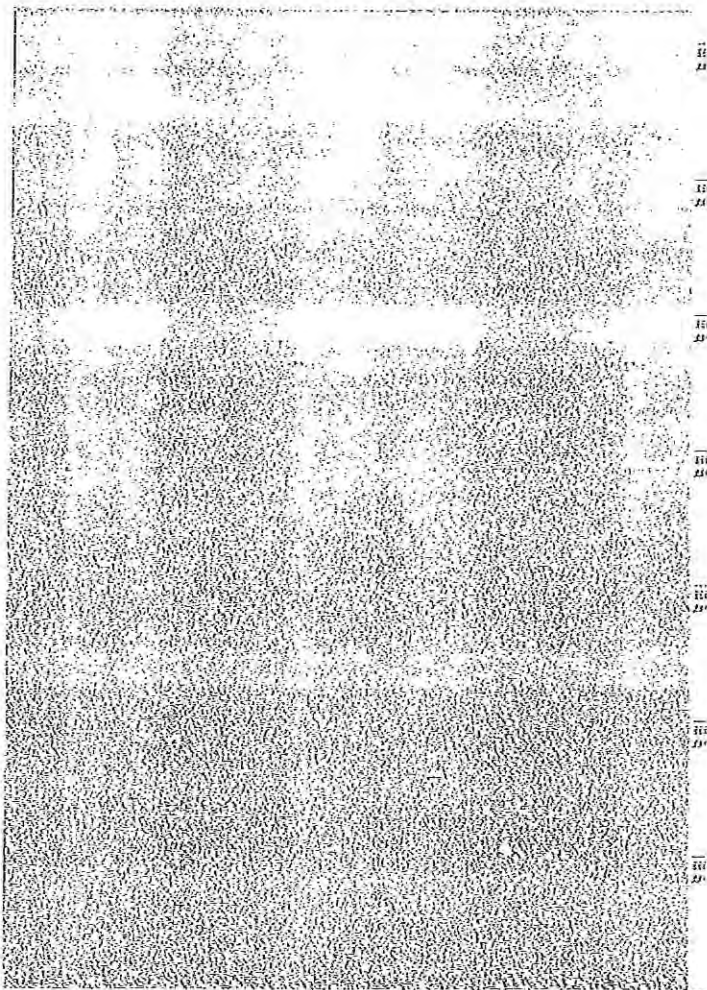


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(i) "Pastoral Lease" means the Pastoral Lease number P281 recorded in Certificate of Title O1A2/1316.

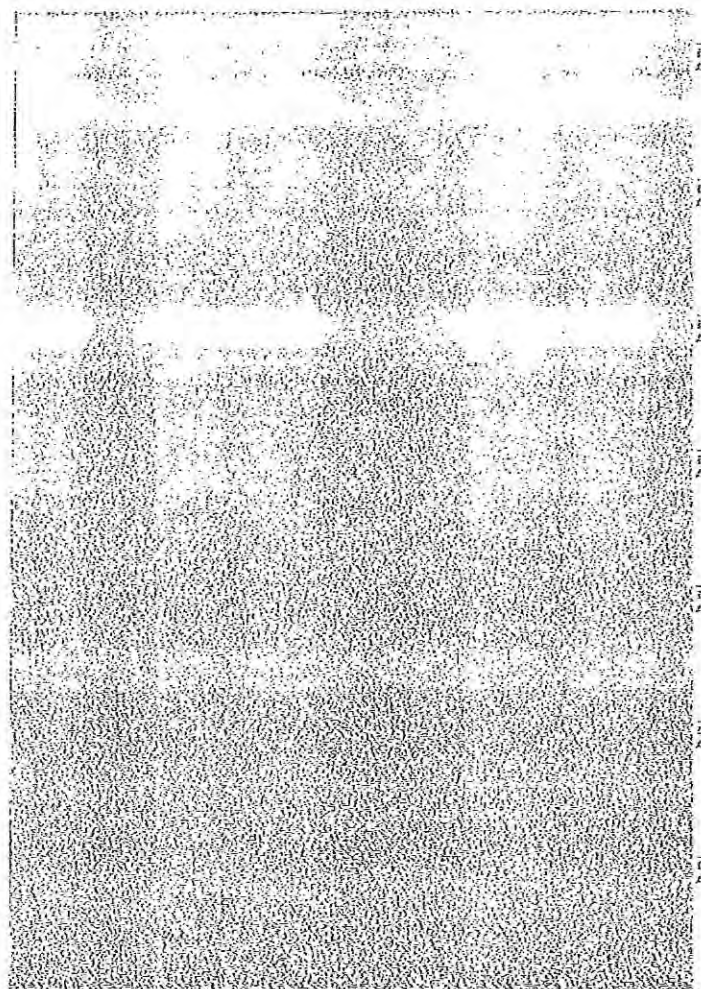
- 1.2 In the interpretation of this Deed unless the context otherwise requires:
- 1.2.1 The headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Deed.
- 1.2.2 References to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes subsequent provisions that substantially correspond to those referred to; and
- 1.2.3 The singular includes the plural and vice versa, and words incorporating any gender shall include every gender.
- 2. Grant of Easement
- 2.1 The Grantor **CONVEYS AND GRANTS** to the Grantee as an easement in gross for the right to convey water through the Easement Facility and over the Easement Land shown as A, B, C on the attached Digital Survey Plan LT 420310 and contained within certificate of title O1A2/1316 on the terms specified in this Deed.
- 2.2 Subject to the variations specified in this Deed, the rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 shall apply to the easement created by this Deed. Where there is any conflict between the express terms of this Deed and the rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002, the express terms of this Deed shall apply.
- 2.3 The Easement Facility in relation to the right to convey water includes "water race together with a conveyance control and other works to convey and control water by water race".
- 2.4 The right created by this Deed commences on the Commencement Date.
- 2.5 The Grantee shall observe the obligations imposed on it by this Deed.
- 3. Consideration
This Deed is entered into by the Grantor in consideration of the sum of \$2,500.00 plus GST paid to the Grantor by the Grantee (the receipt of which is acknowledged).
- 4. Lessee consent
The Lessee consents to the within easement and waives its right under section 60(1) of the Land Act 1948 to any compensation from the Grantor in respect of a grant of easements in this Deed.
- 5. Grantee obligations in exercising Easement Rights
- 5.1 In exercising the Grantee's rights and obligations under this Deed, the Grantee shall:
 - (a) where practicable, keep vehicles within existing tracks on the easement land and leave the gates as found and if requested by the Lessee locked when not used by the Grantee for passing through;
 - (b) not obstruct the Lessee, the Grantor or agents, employees and contractors of the Grantor;
 - (c) take reasonable precautions to guard against danger or injury to the Lessee and the Grantee on the Grantor's land;
 - (d) at the Grantee's sole expense, keep the Easement Facility well maintained and in good

Alvin D. D. D.



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- repair costs to prevent them becoming a nuisance or danger; and
 - (e) comply with all Acts and Regulations.
- 5.2 The Grantee must comply with the following conditions in relation to the creation, maintenance and repair of the Easement Facility:
- (a) That the cuts and fill be battered to ensure stability and shaped to blend into the surrounding terrain.
 - (b) That the track and all battered faces be oversewn and seeded.
 - (c) Top soil and vegetation removed for race construction be reinstated over the final exposed batters.
 - (d) Earth disturbance for the race construction across Obotsk Creek be kept to a minimum.
- 5.3 Without limiting the obligations of the Grantee express or implied to remedy any damage, the Grantee shall make good any damage or loss by the Grantee, to any track, fence, gate, drain, building or other structure or stock on the Grantor's land, caused by the Grantee in exercising its rights and obligations under this Deed or caused by any breach by the Grantee of its rights and obligations under this Deed and if such stock is lost or damaged then forthwith compensate the owner for such loss or damage.
6. Costs
The Grantee shall meet the following costs:
- (a) Its costs in preparing and registering this Deed.
 - (b) All costs charged by the Grantor in consenting to this Deed and its execution of it.
 - (c) Any future charges lawfully made by the Grantor in relation to the easement which is the subject of this Deed.
 - (d) All of the costs of the installation, maintenance, replacement, removal and operation of the Easement Facility which are the subject of the easement created by this Deed.
7. Indemnity
The Grantee indemnifies both the Grantor and the Lessee against any loss, claim, damage, cost, expense, liability or proceeding suffered or incurred at any time by the Grantor and/or the Lessee in connection with this Deed or as a direct result of the exercise by the Grantee of its rights under this Deed, or any breach by the Grantee of its obligations, undertakings or warranties contained or implied in this Deed.
8. Exclusion of Grantor Liability
The Grantor and the Lessee shall have no liability in relation to any aspect of this Deed or the rights of the Grantee created by this Deed including (but without limitation) no liability:
- (a) in contract, tort or otherwise;
 - (b) for consequential loss;
 - (c) for anything arising directly or indirectly from this Deed;
 - (d) for any activity, action or inaction by or on behalf of the Grantor, and



Page 3 of 5

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not impair the enforceability of the remaining parts of this Deed which shall remain in full force.

- 14. Registration
All parties will do all things necessary to enable registration of the within easements in the Land Registry Office of LINZ against the Grantor's Land and pastoral lease of the Grantor's Land.

SIGNED for and on behalf of Her Majesty the Queen by pursuant to a delegation from the Commissioner of Crown Land in the presence of.

[Handwritten signature]

Witness Signature

Matthew Creek (Manager Pastoral)
Land Information New Zealand
Under delegated authority of the
Commissioner of Crown Land.

FRIEDRICH HEJLEMANN NIELSEN
PORTFOLIO MANAGER PASTORAL
CROWN PROPERTY MANAGEMENT
@ LINZ, CHRISTCHURCH

Place of residence

SIGNED by Last Chance Irrigation Company Limited In the presence of.

[Handwritten signature]
Director

Signature of Witness:
[Handwritten signature]
Witness to complete in BLOCK letters
Witness Name: Alison Stewart
Occupation: Administrator
Address: Alexandra

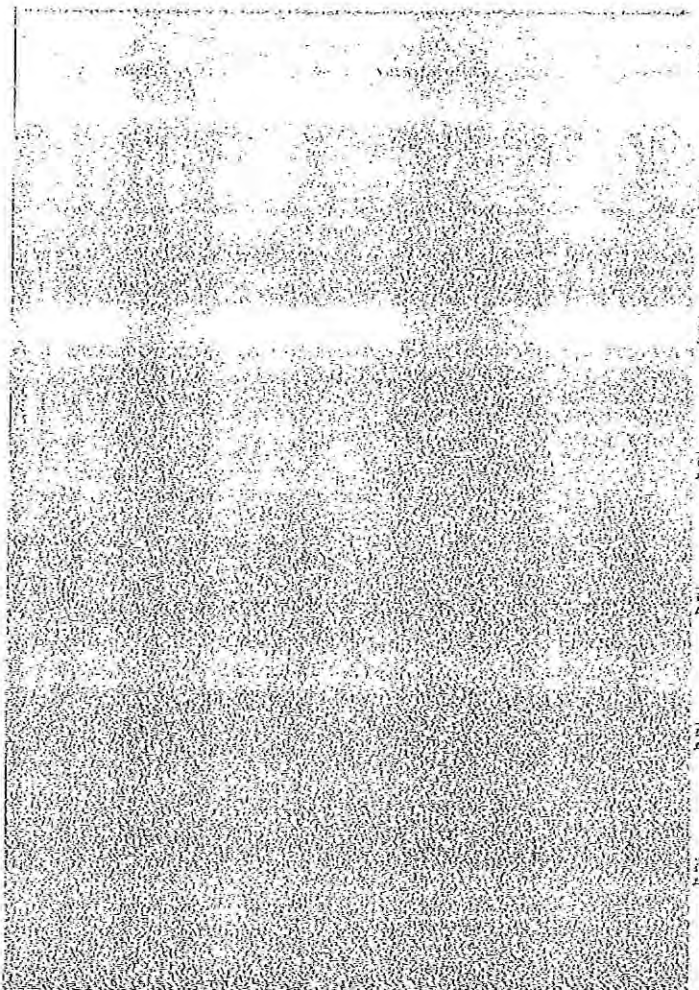
[Handwritten signature]
Director

SIGNED by Earnsclough Slater Lands Limited In the presence of.

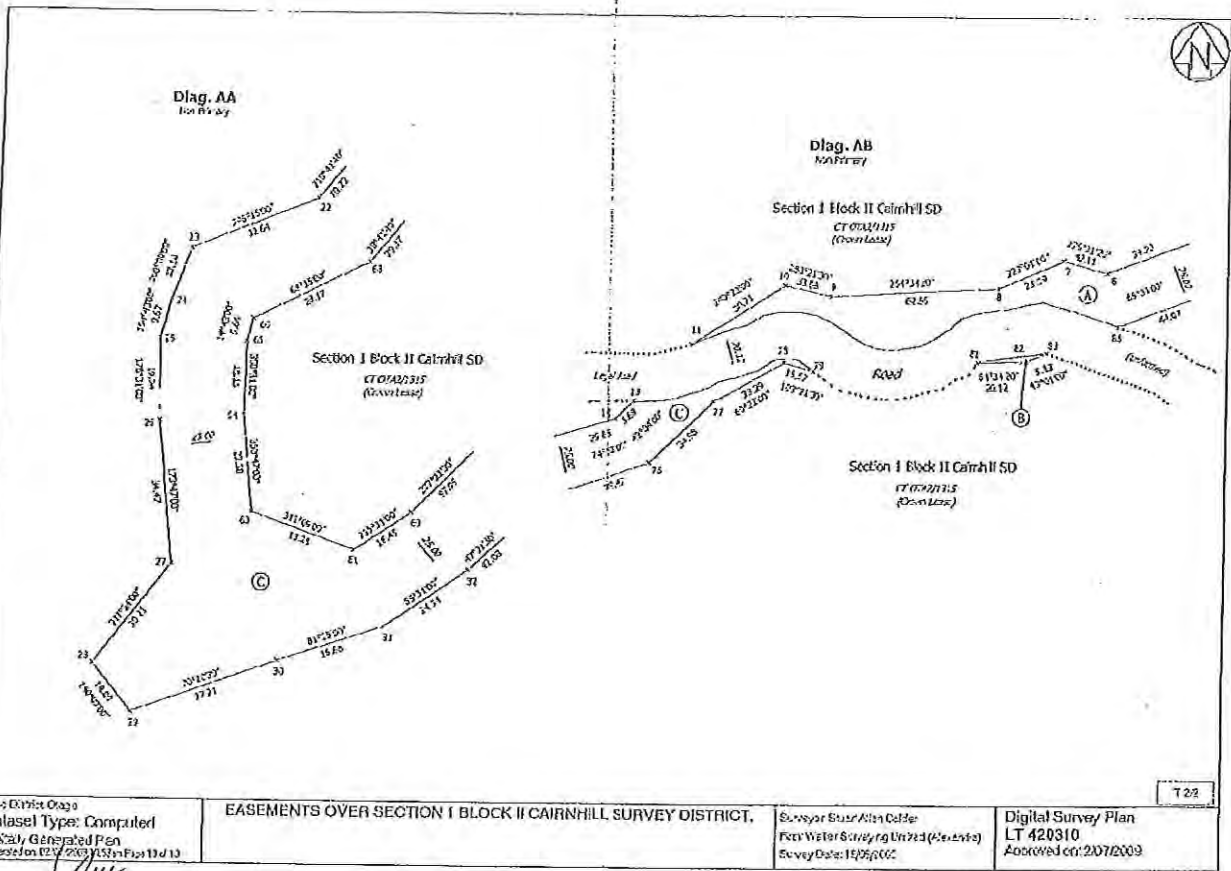
[Handwritten signature]
Director

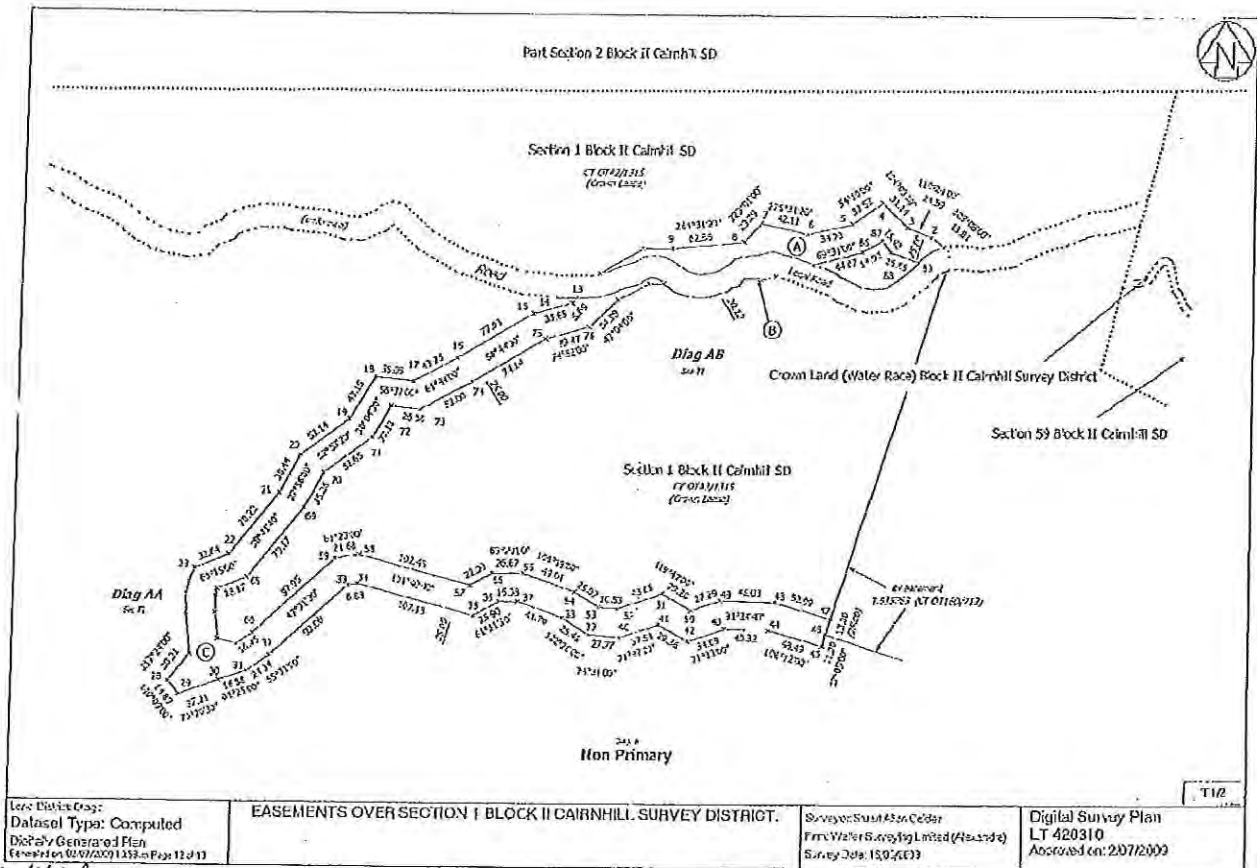
Signature of Witness:
[Handwritten signature]
Witness to complete in BLOCK letters
Witness Name: Tracy Peterson
Occupation: Solicitor
Address: Omakau

[Handwritten signature]
Director



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Stuart Calder

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Execution Section

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

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

Witness

Occupation

Address

SIGNED for and on behalf of **Earnsclough Station Lands Limited** by two of its directors:

[name of director]

[name of director]
