



Land Information
New Zealand
Toitū te whenua

Crown Pastoral Land Tenure Review

Lease name : MT CREIGHTON

Lease number : PO 107

Preliminary Proposal- Part 6

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

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

May

14

Appendix 8: Open Space Covenant to be Created



QEII National Trust
Open Space New Zealand
Ngā Kairauhī Papa

Open Space Covenant

Mt Creighton

The Commissioner of Crown Lands
The Queen Elizabeth the Second National Trust

Parties

The Commissioner of Crown Lands acting pursuant to section 80 of the Crown Pastoral Land Act 1998 (**Covenantor**)

The Queen Elizabeth the Second National Trust (Trust)

Background

- A The Trust is established under the Queen Elizabeth the Second National Trust Act 1977.
- B The Commissioner of Crown Lands is deemed to be the owner of the land comprising the Covenant Area under section 80(4) of the Crown Pastoral Land Act 1998
- C An approved plan designating the Covenant Area as land over which an open space covenant may be created pursuant to Section 22 of the Queen Elizabeth the Second National Trust Act 1977 has been registered pursuant to section 64 of the Crown Pastoral Land Act 1998
- D The Covenant Area comprises the Open Space Values more particularly described in Schedule 3.
- E The Covenantor and the Trust now wish to record the agreed objectives, terms and conditions of the open space covenant in this deed.

Operative provisions

Part A – Purpose and objectives

1 Creation of open space covenant

- 1.1 The Covenantor and the Trust agree to enter into an open space covenant within the meaning of section 22 of the Act in favour of the Trust on the terms and conditions set out in this deed with the intent that the covenant created by this deed shall run with and bind the land comprising the Covenant Area in perpetuity.

2 Purpose and objectives

- 2.1 The Covenantor and the Trust agree that the purpose of this deed is to protect, maintain and enhance the Open Space Values of the Covenant Area and in particular to achieve the following objectives:
 - 2.1.1 The protection and enhancement of the natural character of the Covenant Area with particular regard to the indigenous flora and fauna and giving particular priority to original ecosystems and any nationally threatened species;
 - 2.1.2 The protection, maintenance and enhancement of the landscape value of the Covenant Area with particular regard to representative landforms, regenerating hardwood forest and riparian beech forest;

- 2.1.3 The enhancement of the contribution the Covenant Area makes to the protection of indigenous biodiversity, by encouraging (where appropriate) the restoration of indigenous forest and vegetation cover on the Covenant Area; and
- 2.1.4 The prevention of subdivision (within the meaning of the Resource Management Act 1991 or any other equivalent replacement legislation) of the Covenant Area.

Part B – Terms and conditions

3 Disposition of the land comprising the Covenant Area

- 3.1 If the Covenantor wishes to sell or otherwise dispose of all or any part of the land comprising the Covenant Area the Covenantor must:
 - 3.1.1 Notify the Trust of such sale or other disposition and provide the Trust with the name and contact address of the new owner, lessee or licensee; and.
 - 3.1.2 If any such sale or other disposition occurs before registration of this deed by the Registrar-General of Land:
 - (a) Ensure such sale or other disposition is made expressly subject to the objectives, terms and conditions of this deed; and
 - (b) Obtain the agreement of the party to whom such sale or other disposition is made to comply with and be bound by the objectives, terms and conditions of this deed.
- 3.2 If the Covenantor sells or otherwise disposes of all or any part of the land comprising the Covenant Area to a company, the covenants contained in this deed will bind a mortgagee in possession, receiver, the Official Assignee, liquidator, statutory manager or statutory receiver to the fullest extent permitted by law.

4 Appearance and condition of the Covenant Area

- 4.1 No act or thing may be done or placed or permitted to be done or remain on the Covenant Area which in the sole opinion of the Board materially alters the appearance or condition of the Covenant Area or is prejudicial to the Covenant Area as an area of open space as defined in the Act.
- 4.2 In particular, the Covenantor must not do nor permit others to do any of the following activities on and in respect of the Covenant Area without the prior written consent of the Trust, which consent will not be unreasonably withheld (and if given may be given with reasonable conditions imposed to any consent) if the Trust is satisfied that such activity does not conflict with the purpose and objectives of this deed:
 - 4.2.1 Fell, remove, burn or take any native trees, shrubs or plants of any kind or in any state whatsoever;
 - 4.2.2 Plant any trees, shrubs or plants or scatter or sow any seed of any trees, shrubs or plants, other than local native species sourced from the ecological district within which the Covenant Area is situated;
 - 4.2.3 Introduce any noxious substance or substance otherwise injurious to plant life except in the control of pests;
 - 4.2.4 Move or remove any rock or stone, blast, mark, paint, deface or otherwise disturb the ground;

- 4.2.5 Construct or erect any building or structure or undertake any exterior alterations to any existing building or structure;
- 4.2.6 Erect or display any sign, notice, hoarding or advertising material of any kind except for signs identifying the Covenant Area or indicating walking tracks that are or may be established on the Covenant Area;
- 4.2.7 Carry out any prospecting or exploration, mining or quarrying of any minerals, petroleum or other substance or deposit;
- 4.2.8 Deposit any rubbish, debris or other materials, except in the course of undertaking maintenance or approved construction works, provided that on completion of any such maintenance or construction works all rubbish, debris and other materials not required for the time being are removed as promptly as possible and the Covenant Area left in a clean and tidy condition;
- 4.2.9 Allow any livestock on the Covenant Area; or
- 4.2.10 Cause deterioration in the natural flow, supply, quantity or quality of water of any river, stream, lake, wetland, pond, marsh or any other water resource affecting the Covenant Area.

5 Third party access to the Covenant Area

- 5.1 If the Covenantor is notified by any person, or authority of an intention to erect any structure or infrastructure, or carry out any other works on the Covenant Area, the Covenantor must as soon as reasonably possible:
 - 5.1.1 Inform the person or authority of the existence of this deed.
 - 5.1.2 Inform the Trust of the proposed intentions of any such person or authority; and
 - 5.1.3 Not consent to or otherwise allow the undertaking of the proposed works or any other works by such person or authority without the prior written consent of the Trust.
- 5.2 Any such person or authority will be the responsibility of the Covenantor during the course of any approved works being carried out within the Covenant Area.

6. Management of the Covenant Area

- 6.1 The Trust may provide to the Covenantor technical advice or assistance as is appropriate and practical to assist in meeting the purpose and objectives set out in this deed.

Damage to Covenant Area

- 6.2 If any damage occurs to the native vegetation on the Covenant Area the Covenantor must:
 - 6.2.1 Notify the trust as soon as possible of the nature of the damage;
 - 6.2.2 Provide a proposal for restoration of the damage;
 - 6.2.3 Comply with any reasonable direction of the Trust relating to the restoration of the damage; and
 - 6.2.4 Complete the restoration of the damage in a timely manner, at the Covenantor's cost and to the reasonable satisfaction of the Trust.

Management Plan

- 6.3 To facilitate the effective management of the Covenant Area and for the purposes of assisting in achieving the purpose and objectives of this deed, the Covenantor will comply with the initial Management Plan attached in Schedule 5 and any subsequent Management Plan approved under clause 6.4.
- 6.4 If a review of any Management Plan is either required by the Trust or specified in any approved Management Plan, the following will apply:
- 6.4.1 Within 3 months of receipt of any request by the Trust to do so, the Covenantor will, either provide sufficient and appropriate information to assist the Trust in the revision of the Management Plan or provide a revised draft Management Plan to the Trust for approval;
 - 6.4.2 If the Trust develops the revised Management Plan the Trust will provide a copy of such revised Management Plan (which shall be the approved Management Plan for the purposes of this clause) to the Covenantor;
 - 6.4.3 If the Covenantor provides a draft Management Plan to the Trust for approval the Trust will within 3 months of receipt of a draft Management Plan, provide its approval to the Covenantor and/or notice of the Trust's reasonable recommendations and amendments to the draft Management Plan (if any); and
 - 6.4.4 The Covenantor will within 3 months of receipt of the Trust's approval and notice under subclause 6.4.3 finalise the Management Plan, complying with the Trust's requirements and provide a copy of the final Management Plan to the Trust for its records.

Non-compliance by the Covenantor in management of the Covenant Area

- 6.5 If the Covenantor is in default, of the Covenantor's obligations in respect of the management of the Covenant Area, (including obligations arising under any approved Management Plan, the following will apply:
- 6.5.1 The Trust may give notice to the Covenantor stating the nature of the Covenantor's default, the reasonable actions required to remedy the default and providing a reasonable timeframe within which the Covenantor must remedy the default (**Default Notice**).
 - 6.5.2 If on expiry of the timeframe specified in any Default Notice the Covenantor's default has not been remedied the Trust will give further notice to the Covenantor advising that if the default advised of in the Default Notice is not remedied within a further reasonable timeframe then the Trust will be entitled to arrange for the undertaking of any works required to remedy the default and may recover the cost in all things of doing so from the Covenantor as a debt payable on demand; and
 - 6.5.3 If, on expiry of the further reasonable timeframe specified in clause 6.5.2, the Covenantor's default has not been remedied the Trust may arrange for the undertaking of any works required to remedy such default and may recover the cost in all things of doing so from the Covenantor as a debt payable on demand.

7 Pest plants and animals

- 7.1 The Covenantor must eradicate and control all weeds and pests in the Covenant Area to the extent required by any statute and in particular comply with the provisions of, and any notices given under the Biosecurity Act 1993 and the Wild Animal Control Act 1977.

- 7.2 In particular, the Covenantor must keep the Covenant Area free from any exotic species specified from time to time in any approved Management Plan for the Covenant Area.

8 Fire

- 8.1 If fire threatens the Covenant Area the Covenantor must, as soon as practical notify the appropriate fire authority.

9 Fences and gates

- 9.1 Except when the provisions of the Fencing Act 1978 apply, the Covenantor must keep and maintain all fences and gates on the boundary of the Covenant Area in good order, repair and condition including replacement when that is reasonably required.
- 9.2 If in the reasonable opinion of the Trust, the presence of certain stock types and/or stock levels on the land adjacent to any unfenced portion of the Covenant Area is likely to have a detrimental effect on the Covenant Area, then the Covenantor must at the Covenantor's cost erect appropriate stock proof fencing on the affected unfenced boundary of the Covenant Area.

10 Entry and access

Trust access

- 10.1 The Trust may through its officers, employees, contractors or agents enter the Covenant Area for the purpose of:
- 10.1.1 Viewing the state and condition of the Covenant Area;
 - 10.1.2 Ascertaining compliance by the Covenantor with the objectives, terms and conditions of this deed and any approved Management Plan; and
 - 10.1.3 Remedying any default by the Covenantor pursuant clause 6.5.3.

Public access

- 10.2 The Covenantor may, in its sole discretion, permit members of the public to have freedom of entry and access to the Covenant Area provided that in giving any such permission the Covenantor must:
- 10.2.1 Give due consideration to any specific management issues relating to the Covenant Area from time to time;
 - 10.2.2 Ensure that regard is had to the purpose and objectives of this deed during such access; and
 - 10.2.3 In particular, ensure that the prohibitions set out in clause 4.2 are complied with during such access.

Part C – General provisions

11 Variations

- 11.1 Subject to the unanimous approval of the Board, the Trust may vary the terms of this deed from time to time to provide for the necessary and appropriate protection of the

Covenant Area, provided that any such variation is not contrary to the purpose and objectives of this deed.

- 11.2 No variation to the terms of this deed will have any force or effect unless it is in writing, signed by the Trust and the Covenantor and registered by the Registrar-General of Land.

12 Official Information Act

- 12.1 The Covenantor acknowledges that the Trust is subject to the Official Information Act 1982 and under that act the Trust may be required to release information about the Covenant Area including information gathered in relation to the Trust's monitoring of the Covenant Area.

13 Costs

- 13.1 The Covenantor may be required, at the Board's discretion, to pay the Board's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Board's rights, remedies and powers arising under and from this deed.
- 13.2 The Covenantor may be required, at the Board's discretion, to pay the Board's costs, including administration costs, associated with any variation, requested by the Covenantor, to the registered open space covenant provided for by this deed.

14 Questions related to this deed or management of the Covenant Area

- 14.1 If any question arises in relation to the management of the Covenant Area or any other matter touching or concerning this deed then the Covenantor and the Trust will use their best endeavours in good faith to promptly resolve the question amicably by conference and negotiation between the Covenantor and the Chief Executive of the Trust, provided that any resolution does not in any way diminish the purpose and objectives of this deed.

15 Notices

- 15.1 Any consent, approval, authorisation or notice to be given by the Board or the Trust may be given in writing signed by the Chief Executive and delivered or sent by ordinary post to the last known residential or postal address of the Covenantor or to the solicitor acting on behalf of the Covenantor.

16 Severability

- 16.1 If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause of this deed is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this deed, but the rest of this deed will not be affected.

17 Governing law

- 17.1 This deed is governed by the law of New Zealand. The covenantor and the Trust submit to the non-exclusive jurisdiction of its courts and will not object to the exercise of jurisdiction by those courts on any basis.

18 Waiver

18.1 A waiver of any right, power or remedy under this deed must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

18.2 The fact that a party fails to do or delays in doing something the party is entitled to do under this deed does not amount to a waiver.

19 Definitions and interpretation

19.1 In this deed unless the context requires otherwise, the following definitions apply:

Act means the Queen Elizabeth the Second National Trust Act 1977;

Board means the board of directors of the Trust in terms of section 4 of the Act;

Chief Executive means the person appointed under section 18(1)(a) of the Act;

Covenant Area means the area or areas of the land described in Schedule 2 and as outlined and indicated on any plan annexed to this deed;

Covenantor means the person, persons or other entity that from time to time is registered as proprietor of the land comprising the Covenant Area;

Management Plan means the initial management plan attached in Schedule 5 and any subsequent approved revised management plan; and

Open Space Values mean those values associated with the Covenant Area as set out in Schedule 3 which may include all or some of the following: the natural environment, landscape amenity, biodiversity, wildlife, freshwater life habitat, historic, cultural, scenic, scientific, recreational and social interest values of the Covenant Area.

19.2 In the event of any inconsistency between the general terms and conditions contained in Parts B and C of this deed and the special conditions contained in Schedule 1, Schedule 1 will prevail and in the event of any conflict between this deed, Schedule 1 and the Act, the Act will prevail.

19.3 In this deed, unless the context otherwise requires:

19.3.1 A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

19.3.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.

19.3.3 A reference to a prohibition against doing any thing includes a reference to not permitting, suffering or causing that thing to be done;

19.3.4 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

19.3.5 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this deed unless otherwise stated; and

19.3.6. All schedules and attachments of this deed form part of this deed.

Schedule 1 – Special Conditions

Special conditions relating to the Covenant Area

The following special conditions will apply in respect of the Covenant Area.

1 Naming

- 1.1 The Covenantor and the Trust agree that the Covenant Area shall be known as the Mt Creighton Covenant.

2 Four wheel drive tracks and access ways

- 2.1 In order to facilitate the ongoing management of the land adjoining the Covenant Area and provide safe access over the Covenant Area, the Covenantor may continue to use and maintain the existing four wheel drive tracks and other access ways on the Covenant Area for vehicle, foot and stock access purposes provided that:
- 2.1.1 The width of any four wheel drive track or other access way remains no greater than the width of the particular four wheel drive track or access way current as at the date of this deed.
- 2.1.2 Stock is not permitted to linger or graze or cause damage to the native vegetation on the Covenant Area.

3 Stockyard

- 3.1 The Covenantor may, with the prior written consent of the Trust, erect and maintain a stockyard on the Covenant Area, in the existing cleared area as identified in the Management Plan, for the purposes of management of the Covenant Area and adjoining land.

5 Establishment of monitoring facilities

- 5.1 The Covenantor will, at the Covenantor's cost establish the monitoring points as specified in Schedule 4 of this deed.

Open space Covenant - Mt Creighton

Covenant No 5/12/203

Schedule 2 – Schedule of land comprising the Covenant Area

Land Registry: Canterbury

Estate: Fee Simple

Area: [] hectares

Lot & D.P. No.
(other legal description) Parts Runs 11, 12A, 3436A and 706 Glenorchy and
Mt Wakatipu Survey District

Part Computer Freehold Register: OT386/52

Schedule 3 - Open Space Values to be protected, maintained and enhanced

1 Landscape

- 1.1 The Covenant Area to be protected forms a visual corridor of variable width and plant cover above the Queenstown/Glenorchy Road from Rat Point to the property boundary at Shepherds Hut Creek.
- 1.2 This unit, about 18 km long, is referred to as the Lower Lake Faces and consists of terraces, fans, old lake benches and steep bedrock dissected by several streams draining into Lake Wakatipu. The Queenstown/Glenorchy Road, formed in 1962, and a popular tourist route, provides impressive views of the Covenant Area against the spectacular background of Lake Wakatipu and surrounding mountains, including Mt Earnslaw.
- 1.3 Although the original vegetation of the Covenant Area has been disrupted by historic Polynesian deforestation and European pastoralism, this dual cultural imprint is a feature of the present landscape with high natural values associated with remnants of the original beech forest ecosystem preserved in gullies, and advanced regeneration of hardwood low forest in intervening areas above the road.
- 1.4 This Lake Face hardwood forest of the Covenant Area will form an even more impressive feature of the landscape as regeneration proceeds, and will complement the advanced regeneration of similar forest on Crown conservation land between the road and Lake Wakatipu.

2 Indigenous vegetation and flora

- 2.1 Regenerating hardwood low forest of the Covenant Area and gully stands of beech forest and associated flora form the dominant plant cover of the Covenant Area to be protected.

3 Regenerating hardwood low forest

- 3.1 As a result of deforestation in early Polynesian times, and subsequent pastoralism, the lower slopes of lakesides in the Southern Lakes District have carried a more or less continuous cover of bracken (*Pteridium esculentum*), which had replaced a mixed beech/podocarp/hardwood forest that included major native conifers such as matai (*Prumnopitys taxifolia*), totara (*Podocarpus totara*), and kahikatea (*Dacrycarpus dacrydioides*). Isolated trees of these conifers remain in the Southern Lakes District.
- 3.2 Where burning of lakeside bracken has ceased, there has been a dramatic increase in hardwood regeneration through a cover of tall dense bracken in several parts of the district. The lakeside faces flanking Mt Creighton, both above the road constructed in 1962 and now part of Mt Creighton Station, and between the road and Lake Wakatipu on what is now conservation land, are one of the best examples in the Southern Lakes District. A wide range of native small trees are involved, including *Pittosporum tenuifolium*, *Coprosma lucida*, *Pseudopanax arboreus*, *P. Colensoi* var *ternatus*, *P. crassifolius*, *Griselinia littoralis*, *Myrsine australis*, *Melicetyus ramiflorus*, *Cordyline australis*, *Carpodetus serratus*, and others. These species can form seed without sexual reproduction and produce ample fleshy fruit readily dispersed by birds, hence their rapid spread and regeneration since 1962.

- 3.3 This regeneration of the Covenant Area is not evident in photos of the lake faces of Mt Creighton taken from the opposite station Mt Nicholas in 1950.

4 Beech forest

- 4.1 The gully beech forests are dominated by mountain beech (*Nothofagus cliffortioides*) with minor amounts of red beech (*N. fusca*), and occasional hybrids between these two and occasional small trees of mountain totara, *Podocarpus hallii*, and mountain celery pine, *Phyllocladus alpinus*. By contrast these forests are survivors of an original ecosystem, and although relatively static are generally in good condition. They are relatively dry forests in keeping with the region with a sparse understorey on well drained slopes, but richer in understory shrubs, ground ferns and herbs in well watered fertile streamsides. The beech trees and associated woody plants are well grown and clean stemmed which is consistent with the nutrient rich schist-derived supporting soils.
- 4.2 The present distribution and extent of the gully beech forests on the Covenant Area are identical to those photographed from the opposite station Mt Nicholas in 1950 and this pattern is clearly much older in keeping with forest remnants in other parts of the Southern Lakes District.

5 Threatened species

Plants

- 5.1 Fourteen species of native plants on Mt Creighton are listed as threatened on page 25 of the Conservation Resources Report commissioned by the Department of Conservation. Since this report was prepared the latest threatened plant list (2009) includes only ten of these species with one, *Leonohebe cupressoides*, ranked as 'nationally endangered', three as 'at risk' and 'declining' and six as 'at risk' and 'naturally uncommon'.
- 5.2 Most of the threatened plants have been recorded outside the Covenant Area so far, except for the yellow mistletoe, *Alepis flavida* ('declining'), a semi parasite on mountain beech. Some others listed may also be found in the Covenant Area. Likewise, new records of additional threatened species may be found in the future.

Birds

- 5.3 Four species of native birds on Mt Creighton are listed as threatened in the DOC Conservation Resources Report (2002), based on a classification published in 2001 and here updated by a more recent classification published in 2008. Two of these, the Kea ('nationally uncommon') and the Eastern falcon ('nationally vulnerable') have been recorded from the lake faces (Covenant Area), while the other two, the rock wren ('nationally vulnerable') and the yellow-crowned parakeet ('no longer considered threatened') recorded elsewhere on the property are both likely to occur on the lake faces as well.

6 Specific habitats

- 6.1 Terrace edges, gullies, schist outcrops and overhangs, and seepages support other plant novelties such as orchids normally confined to these specific habitats. To date these habitats have not been explored in detail but are a significant feature of the diversity of the indigenous flora and may require management consideration.

7 Other values

- 7.1 The terrestrial and aquatic fauna and herpetofauna have been studied in some detail for specific parts of the property, as outlined in the Department of Conservation, Conservation Resources Report (2002).
- 7.2 Likewise the occurrence and significance of historic gold mining sites. This information although not verified for the Covenant Area will serve as a useful background and guide to post-tenure review management.

Schedule 4 - Monitoring

1 Regenerating hardwood low forest

- 1.1 Upon registration of this covenant, several photo points will be established at selected sites, agreed between the Trust and the Covenantor, at road level and along the upslope boundary of the Covenant Area. These will be numbered, permanently marked, and their location fixed using GPS technology. Two types of photographs, panorama and vegetation composition/condition, will be taken at 5 yearly intervals or such other interval as agreed between the Trust and the Covenantor from time to time, to record long term regeneration of hardwoods along the corridor, and the condition of the vegetation along the fenced and unfenced parts of the boundary between Covenant Area and adjoining pastoral land tying them in where possible to historical photos of the property.

2 Beech forest

- 2.1 Following registration of this covenant, all beech stands on the Covenant Area will be examined to determine what "hotspots" affected by animal use are present, both within the forest stands and on bush edges. Initially a representative selection of these will be monitored, using photo points to record and note at 5 yearly intervals or such other interval as agreed between the Trust and the Covenantor from time to time, any changes in vegetative cover, both positive and negative, and including beech regeneration, if any, again tying them in where possible to historical photos of the property. These photo points will also be numbered, permanently marked and their location fixed using GPS technology. Plot sites may be established for vegetative plot analysis.

3 Trust's role

- 3.1 The Trust will inspect the Covenant Area for compliance and management purposes by way of evaluation of the photos from the established photo points and where appropriate, evaluation of the vegetative plot sites.

Schedule 5 - Initial Management Plan

1 Pre-pastoral land use

- 1.1 Fires lit during the early Polynesian settlement cleared much of the original beech forest and most of the mixed beech/podocarp/hardwood forest from the lake faces of the property, including the Covenant Area. These fires are likely to have occurred between about 600 and 1,000 years ago, based on radiocarbon dates of fossil wood and buried charcoals obtained from similar landscapes in the Southern Lakes District.
- 1.2 These fires resulted in the fragmentation of beech forest, depressed tree limits below the climatic timberline (1,100-1,200m), with surviving stands restricted to fire-tolerant refugia in gullies deepened by streams and creeks. This pattern of beech forest survival is captured by early surveyor's maps and remains much the same today.
- 1.3 By contrast the original mixed beech/podocarp/hardwood forest from lake level to about the 800 metre contour was virtually cleared from the Covenant Area during this era, save for scattered hardwood species surviving in fire-tolerant refugia.
- 1.4 The post-fire vegetation on former beech forest land was initially tussock grassland, while that on former mixed beech/podocarp/hardwood territory was dominated by bracken fern. This post-fire vegetation pattern was repeated throughout the Southern Lakes District. In the absence of further fires during this cultural period, tussock grassland and bracken would have consolidated on former forested land and woody plants such as manuka and *Dracophyllum* would have slowly begun to expand.

2 Early pastoral land use

- 2.1 Little direct information is available about land use during the early pastoral occupation of the property. The first house was built on the site of the present homestead in 1868 and a lease was first taken up in 1874 and that part of the property stocked with sheep. After heavy stock losses in 1878 from snow and floods the lease was surrendered and put up for auction. Stock classes and stocking rates since then remain obscure.
- 2.2 Beech forest remnants remained largely untouched and there is little evidence of clearance such as standing stumps usually associated with burning during this period.
- 2.3 On the other hand frequent burning of lakeside bracken was a traditional practice to encourage pasture growth and this seems to have been the case on Mt Creighton, especially in the 'home' paddocks and nearby terraces and downs. Above this zone a more conservative approach seems to have been adopted resulting in the continued spread of shrublands.

3 Current pastoral practice

- 3.1 At present the property (15,773 hectares) carries 2,500 merino wethers which utilise the undeveloped parts of the property, largely outside the Covenant Area, and 1,500 ewes and lambs and 100 cows which are mainly confined to the improved 'home' paddocks and nearby terraces and downs which in turn are cultivated and/or oversown and topdressed. No deliberate stocking of the Covenant Area is practised.
- 3.2 With the formation of the Queenstown/Glenorchy Road in 1962 all land between the road and Lake Wakatipu reverted to the Crown as conservation land, resulting in the gradual

spread of native hardwood trees and shrubs through a dense understorey of tall unburnt bracken. Land immediately above the road and beyond in places has regenerated in similar fashion and now forms a significant part of the Covenant Area. Stock rarely enters this regenerating low forest and shrub land with the tall dense bracken understorey forming an effective 'biological fence'.

- 3.3 The transmission line between Queenstown and Glenorchy which was installed in the mid 1980s is sited parallel to and often overhead of the hardwood regeneration on the Covenant Area. A vehicle track formed along the lake face to assist with the construction of the transmission line now forms part of the upslope boundary of the Covenant Area. This track has been a source of several pest plants such as broom and gorse.
- 3.4 The roadside boundary of the Covenant area is only partly fenced with a long stretch towards Rat Point unfenced. Likewise the upslope boundary of the Covenant Area is only partly fenced. In places both fences, where they exist, are now completely buried by tall dense bracken which reduces their effectiveness.
- 3.5 Gully beech stands within the Covenant Area are unfenced but the gullies generally provide an effective topographic barrier against stock entry due to their deep incised nature and steep sides.

4 Management of Open Space Values of the Covenant Area.

- 4.1 Regeneration of hardwood low forest is proceeding satisfactorily and must be allowed to continue. At present there is no evidence that livestock are having an adverse impact on this ecological process and initially it is not proposed to fence the area. However if monitoring proves otherwise, then measures which may include fencing will need to be implemented.
- 4.2 The gully beech stands on the Covenant Area, though unfenced, appear to be in a healthy condition. At present there is no evidence to suggest that domestic as opposed to feral animals are having an adverse impact on this ecosystem. However, if monitoring proves otherwise then appropriate measures should be taken to prevent further damage.

5 Management of threats to Open Space Values

Pest plants

- 5.1 The Covenant Area is relatively free of major pest plants. Exceptions are those occurrences of exotic broom, gorse, tree lupin and heather clustered around roadside lay-bys, gravel pits and the vehicle track formed to help install the transmission line. Although some of these pest plants will ultimately be overtopped and shaded out by tall bracken and regenerating hardwoods, the removal of persistent pest plants will be necessary to protect Open Space Values.

Pest animals

- 5.2 Goats and fallow deer have long occupied the property and have the potential to cause damage to Open Space Values. If monitoring shows that these values are being adversely impacted by these animals then measures to control them within acceptable limits should be implemented, preferably in collaboration with other controlling authorities on a district basis.

- 5.3 Brushtail possum, hares, rodents and mustelids are likely to be present on the Covenant Area and on the wider property. Although not evaluated as yet collectively these animals have the potential to adversely impact on flora and fauna values. If necessary, steps should be taken to control these pests to acceptable levels to encourage healthy ecosystems.

6 Fire

- 6.1 Patch treatment of bracken by chemical means followed if necessary by the burning of the resulting trash is an approved management tool on farmland adjoining the Covenant Area. These fires require strict control and must not be permitted to enter the Covenant Area.
- 6.2 Wild fires are a potential threat to regenerating hardwoods on the Covenant Area due to the flammability of the bracken understorey. There is anecdotal evidence of three fires arising from motor vehicle accidents along the Queenstown/Glenorchy Road. With the increased public use of this road further accidental fires are likely, possibly requiring remedial management.

7 Management of threatened species.

- 7.1 A significant number of threatened plants and birds have been recorded in the Mt Creighton Conservation Resources Report (2002). Of these the yellow mistletoe, *Alepis flavida* ('declining'), the Eastern falcon, *Falco novaeseelandiae* 'eastern' ('nationally vulnerable'), the rock wren, *Xenicus gilviventris* ('nationally vulnerable'), and the kea, *Nestor notabilis* ('naturally uncommon') have been reported from the Covenant Area, with the presence of other listed threatened species still to be evaluated, including the yellow crowned parakeet, though no longer considered threatened.
- 7.2 Considering the number of threatened species recorded on the property in general, and the Covenant Area in particular, there is the potential for a collaborative approach to their management post-tenure review.

Open space Covenant - Mt Creighton

Covenant No 5/12/203

Execution and Date

Executed as a deed.

Dated this day of 2011

Signed by []
acting under delegation from the
Commissioner of Crown Lands deemed,
pursuant to section 80(4) of the Crown
Pastoral Land Act 1998 to be the owner of
the Covenant Area for the purposes of
section 22 of the Queen Elizabeth the
Second National Trust Act 1977 as
Covenantor in the presence of:

Witness (Signed)

Name (Print)

Occupation

Address

.....

.....

**The Common Seal of the QUEEN
ELIZABETH THE SECOND NATIONAL
TRUST** was affixed in the presence of:

Chairperson

Director

Chief Executive

OPEN SPACE COVENANT

Pursuant to section 22 of the
Queen Elizabeth the Second
National Trust Act 1977

Correct for the purposes of the
Land Transfer Act 1952

Chief Executive

THE COMMISSIONER OF CROWN LANDS

Covenantor

AND

**THE QUEEN ELIZABETH THE
SECOND NATIONAL TRUST**