

## **Crown Pastoral Land Tenure Review**

**Lease name: WYUNA**

**Lease number: PO 299**

### **Substantive Proposal - Part 6**

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

**August**

**05**

**SCHEDULE 1**

**1. Description of Land**

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

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

77 Lower Stuart Street  
PO Box 5244  
DUNEDIN  
Phone: (03) 477 0677  
Fax: (03) 4778626

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

Pisidia Holdings Limited  
PO Box 1164  
Queenstown

Cabo Limited  
PO Box 1164  
Queenstown

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

Significant landscape values

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

## SCHEDULE 2

### Special Conditions

1. Clause 3.1.1 is deleted and replaced with the following:
  - 3.1.1 grazing of Land by livestock other than sheep.
2. 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;
3. Clause 3.1.5 is deleted and replaced with the following:
  - 3.1.5 (a) any burning or chemical spraying; and  
(b) any topdressing and sowing seed other than to the extent traditionally carried out.
4. 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.

GRANT of

Correct for the purposes of the  
Land Transfer Act 1952

Solicitor for the Minister

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

COMMISSIONER OF CROWN  
LANDS

to

MINISTER OF CONSERVATION

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Solicitor  
Department of Conservation  
DUNEDIN/CHRISTCHURCH

**Appendix 14: Form of Covenant to be Created**

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See attached conservation covenant for the purposes of protection of an archaeological site

DATED \_\_\_\_\_

Between

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

and

TE RŪNANGA o NGĀI TAHU

**"RELEASED UNDER THE OFFICIAL INFORMATION ACT"**  
**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**    **TE RŪNANGA o NGĀI TAHU**

**BACKGROUND**

- A. One of the objects of the Crown Pastoral Land Act (1998) is to enable reviewable land capable of economic use to be freed from management constraints, and to enable the protection of the significant inherent values of the reviewable land.
- B. The Land is part of the reviewable land for the Wyuna Pastoral Lease and contains significant inherent cultural values for Ngāi Tahu Whānui (refer to Schedule 1 for a description of the Land and the values associated with the Land).
- C. The Parties agree that management of the Land must protect the significant inherent cultural values.
- 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. To achieve the objects of the Crown Pastoral Land Act (1998) the Commissioner of Crown Lands has agreed to grant Te Rūnanga o Ngāi Tahu a Covenant over the Land to protect the association between Ngāi Tahu Whānui and the Land. .
- F. Te Rūnanga o Ngāi Tahu has been approved by the Minister of Conservation, pursuant to Section 77 of the Reserves Act 1977, as the covenanting body for this Covenant.

**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 Te Rūnanga o Ngāi Tahu 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.             |
| "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.   |
| "Natural Water"          | includes water contained in streams the banks of which have, from time to time, been realigned, groundwater and wetlands.   |
| "Ngāi Tahu Whānui"       | means the collective of the individuals who descend from the primary hapū of (Waitaha, Ngāti Mamoe, and Ngāi Tahu), namely, Kāti Kuri, Kāti Irakehu, Kāti Huirapa, Ngāi Tūāhuriri, and Kāi Te Ruahikihiki (Section 2, Te Rūnanga o Ngāi Tahu Act 1996). |
| "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 Te Rūnanga o Ngāi Tahu or the Owner or both.   |
| "Papatipu Rūnanga"       | means the Papatipu Rūnanga of Ngāi Tahu Whānui as defined in the first schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment. Refer to Schedule 2 for a list of the kaitiaki Papatipu Rūnanga.                                    |
| "Te Rūnanga o Ngāi Tahu" | means the body corporate established on 24 <sup>th</sup> April 1996 under section 6 of Te Rūnanga o Ngāi Tahu Act 1996, as a tribal representative body of Ngāi Tahu Whānui.  |
| "Values"                 | means the significant inherent cultural values associated with the Land as referred to 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.   |

1.1. For avoidance of doubt:

- 1.1.1. the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- 1.1.2. 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;
- 1.1.3. words importing the singular number include the plural and vice versa;
- 1.1.4. 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;
- 1.1.5. any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.1.6. words importing one gender include the other gender;
- 1.1.7. the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity;



- 1.1.8. where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

## **2.0 OBJECTIVES OF THE COVENANT**

- 2.1. To manage the Land so as to protect the Values.
- 2.2. To provide access for groups and/or individuals organised by Te Rūnanga o Ngāi Tahu or by any of the kaitiaki Papatipu Rūnanga (as referred to in Schedule 2) to the Land for cultural and management purposes.

## **3.0 THE OWNER'S OBLIGATIONS**

- 3.1. For as long as there are no adverse effects on the Values, to permit the grazing of sheep and/or cattle on the Land;
- 3.2. Unless first agreed in writing by Te Rūnanga o Ngāi Tahu, the Owner must not carry out any of the following activities on or in relation to the Land:
  - 3.2.1. (subject to 3.1) the grazing of livestock except for sheep and/or cattle;
  - 3.2.2. subject to clauses 3.3.1 and 3.3.3, the felling or removal of, or damage to any tree, shrub or other plant;
  - 3.2.3. the planting of any species of tree, shrub or other plant;
  - 3.2.4. the erection of any fence, building, structure or other improvement for any purpose;
  - 3.2.5. apart from topdressing and the oversowing of seed, any burning or chemical spraying on the Land;
  - 3.2.6. any cultivation, earth works or other soil disturbances;
  - 3.2.7. any archaeological or other scientific research;
  - 3.2.8. the damming, diverting or taking of Natural Water;
  - 3.2.9. 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;
  - 3.2.10. any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
  - 3.2.11. the erection of utility transmission lines across the Land.
  - 3.2.12. any other activity which might have an adverse effect on the Ngāi Tahu Whānui association with the Land
- 3.3. The Owner must:
  - 3.3.1. 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;
  - 3.3.2. if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;
  - 3.3.3. keep the Land free from exotic tree species;
  - 3.3.4. keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.3.5. allow groups and/or individuals organised by Te Rūnanga o Ngāi Tahu or by a kaitiaki Papatipu Rūnanga, access to the Land for cultural and management purposes on the following conditions:

3.3.5.1. That at least fifteen (15) working days advance notice of any such proposed visit is provided to the Owner by telephone, facsimile or letter, except where the Owner decides to waive this requirement at their discretion; or

3.3.5.2. That such access will not unduly inconvenience pastoral farming operations; or

3.3.5.3. That no person shall enter onto the Land with a motor vehicle, dog or firearm unless they have express permission from the Owner to do so; or

3.3.5.4. That the number of people accessing the Land at any one time is no more than fifteen (15) persons, unless a greater number is otherwise first agreed to by the Owner.

3.3.6. keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.2.4, rebuild or replace all such Fences when reasonably required except as provided in clause 4.2.

#### **4.0 TE RŪNANGA O NGĀI TAHU OBLIGATIONS**

4.1. Te Rūnanga o Ngāi Tahu must have regard to the objectives specified in clause 2.1 and 2.2 when considering any requests for approval under this Covenant.

4.2. Te Rūnanga o Ngāi Tahu must repair and/or 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 any person authorised by Te Rūnanga o Ngāi Tahu or any person referred to in clause 3.3.5 exercising any of the rights conferred by this Covenant.

#### **5.0 IMPLEMENTATION OF OBJECTIVES**

5.1. Te Rūnanga o Ngāi Tahu 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 or 2.2;

5.1.2. prepare, in consultation with the Owner, a joint management plan for the Land to achieve the objectives specified in clause 2.1.

#### **6.0 DURATION OF COVENANT**

6.1. This Covenant binds Te Rūnanga o Ngāi Tahu and the Owner in perpetuity to the rights and obligations contained in it.

#### **7.0 MISCELLANEOUS MATTERS**

##### **7.1. Rights**

7.1.1. The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

##### **7.2. Trespass Act**

7.2.1. 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;

7.2.2. 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.

**7.3. Reserves Act**

- 7.3.1. 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.

**7.4. Titles**

- 7.4.1. This Covenant must be signed by the Commissioner of Crown Lands and Te Rūnanga o Ngāi Tahu and, for the benefit of the Parties, the Commissioner of Crown Lands undertakes to register it against the Certificate of Title to the Land as soon after the execution of this Covenant as practicably possible.

**7.5. Acceptance of Covenant**

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

**7.6. Fire**

- 7.6.1. The Owner must notify, as soon as practicable, the appropriate Fire Authority and Te Rūnanga o Ngāi Tahu in the event of wildfire threatening the Land;

**8.0 NOTICES**

- 8.1. 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.
- 8.2. A notice given in accordance with clause 8.1 will be deemed to have been received:
- 8.2.1. in the case of personal delivery, on the date of delivery;
  - 8.2.2. in the case of pre-paid post, on the third Working Day after posting;
  - 8.2.3. 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.
- 8.3. The Owner must notify Te Rūnanga o Ngāi Tahu of any change of ownership or control of all or part of the Land and must supply Te Rūnanga o Ngāi Tahu with the name and address of the new owner or person in control.

**9.0 DEFAULT**

- 9.1. Where either Te Rūnanga o Ngāi Tahu or the Owner breaches any of the terms and conditions contained in this Covenant the other Party:
- 9.1.1. may take such action as may be necessary to remedy the breach, to prevent the continuation of any such breach and to prevent any further damage occurring as a result of the breach; and
  - 9.1.2. 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.

9.2. Should either Te Rūnanga o Ngāi Tahu 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:

- 9.2.1. advise the defaulting Party of the default.
- 9.2.2. state the action reasonably required of the defaulting Party to perform or observe in accordance with this Covenant; and
- 9.2.3. state a reasonable period within which the defaulting Party must take action to remedy the default.

## **10.0 DISPUTE RESOLUTION PROCESSES**

10.1. If any dispute arises between Te Rūnanga o Ngāi Tahu 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.

### **10.2. Mediation**

- 10.2.1. 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;
- 10.2.2. if the Parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

### **10.3. Failure of Mediation**

- 10.3.1. 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;
- 10.3.2. 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;
- 10.3.3. the Parties further agree that the results of arbitration are to be binding upon the Parties.

## **11.0 JOINT OBLIGATIONS**

11.1. The Owner or Te Rūnanga o Ngāi Tahu may, by mutual agreement, carry out any work or activity or improvements or take any action either jointly or individually to assist in the management and protection of the Values.

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 :

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signed on behalf of: **Te Rūnanga o Ngāi Tahu**  
by the Kaiwhakahaere of Te Rūnanga o Ngāi Tahu

\_\_\_\_\_  
in the presence of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

**SCHEDULE 1**

**1. Description of Land**

Refer to the attached map.

**2. Address for Service**

The address for service (including facsimile number) of Te Rūnanga o Ngāi Tahu is:

Kaupapa Taiao  
Ngāi Tahu Development Corporation Limited  
158 Hereford Street  
**CHRISTCHURCH**

Fax: (03) 366 4267

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

Pisidia Holdings Limited and Cabo Limited  
C/- PO Box 1164  
Queenstown

Fax: (03) 441 1451

or such other street and fax address as the Owner may in writing, from time to time, notify Te Rūnanga o Ngāi Tahu.

**3. Significant Inherent Cultural Values Associated with the Land:**

The Land contains one archaeological / cultural site (NZAA no E41/6). This site lies on a grassed ridge and has been heavily disturbed by ploughing and gravel quarrying. Most of the reported finds of tāonga such as 'early period styled adzes' and flake tools came from an area of ploughed out ovens on the property adjoining Wyuna Pastoral Lease. The ridge along which these finds were made extends southward to Wyuna Station, where the site is disturbed by a gravel pit.

D. Simmons carried out archaeological excavations of this archaeological site in January 1967. The excavations revealed an "oven" dated to 1431 AD, and charcoal from 'Layers 3 and 2' dated to 1356 and 1122 AD respectively. The absence of any midden was attributed to "soil acidity" and the area was disturbed by rabbit burrowing<sup>1</sup>.

It is not known how far the archaeological site extends into the Wyuna Station. However, cultural material can be expected to occur in pockets all along the lagoon edge back to Glenorchy, including the oven site S123/7 (which is north of the S 123/1 site).

### **Kaitiaki Papatipu Rūnanga and Contact Details**

**Te Rūnanga o Moeraki** whose takiwā centres on Moeraki and extends from Waitaki to Waihemo and inland to the Main Divide as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

Old School Building  
Cnr Tenby & Haverford St  
Moeraki

Fax: (03) 439 4816

**Kāti Huirapa ki Puketeraki** whose takiwā centres on Karitane and extends from Waihemo to Purehurehu and includes an interest in Otepoti and the greater harbour of Otakou. The takiwā extends inland to the Main Divide sharing an interest in the lakes and mountains to Whakatipu-Waitai with Rūnanga to the south as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

C/- Post Office  
Karitane 9064

Fax: (03) 465 7318

**Te Rūnanga o Otakou** whose takiwā centres on Ōtākou and extends from Purehurehu to Te Matau and inland, sharing an interest in the lakes and mountains to the western coast with Rūnanga to the North and to the South as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

RD 2  
Otakou  
Dunedin

Fax: (03) 478 0354

**Te Rūnaka o Hokonui** whose takiwā centres on the Hokonui regions and includes a shared interest in the lakes and mountains between Whakatipu-Waitai and Tawhititarere with other Murihiku Rūnanga and those located from Waihemo southwards as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

PO Box 114  
Gore  
Southland

(03) 208 7954

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

COMMISSIONER OF CROWN  
LANDS

to

TE RŪNANGA o NGĀI TAHU

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Solicitor  
DUNEDIN/CHRISTCHURCH



**Appendix 15: Form of Concession to be Created**

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See attached grazing concession

Concession number: \_\_\_\_\_

DATED \_\_\_\_\_

Between

MINISTER OF CONSERVATION  
("the Grantor")

and

PISIDIA HOLDINGS LIMITED and  
CABO LIMITED  
("the Concessionaire")

GRAZING CONCESSION  
UNDER CROWN PASTORAL LAND ACT 1998



Department of Conservation  
*Te Papa Atawhai*

THIS LICENCE is made this day of

**PARTIES:**

1. MINISTER OF CONSERVATION, ("the Grantor")
2. PISIDIA HOLDINGS LIMITED and CABO LIMITED ("the Concessionaire")

**BACKGROUND**

- A. The Grantor manages the Land described in Schedule 1 as a Conservation Area.
- B. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant a Concession for a Concession Activity in a Conservation Area and a Reserve under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).
- C. The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Document.

**OPERATIVE PARTS**

**TERMS AND CONDITIONS**

**1.0 DEFINITIONS AND INTERPRETATION**

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

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

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

"Background" means the matters referred to under the heading 'Background' on page 1 of this Document.

"Concession" means a concession as defined in section 2 of the Conservation Act 1987.

"Concessionaire" includes the Concessionaire's successors, assigns, executors, and administrators.

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

"Concession Fee" means the amount specified in Item 6(a) of Schedule 1 and charged by the Grantor for the Concessionaire's right to carry out the Concession Activity on the Land. It includes any variation in that amount following a Concession Fee Review. It also includes, where relevant, the amount which the parties agree to be the new Concession Fee on a renewal of the Document.

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

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

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

**"Concession Fee Review Date"** means the date specified in Item 9 of Schedule 1 on which the Concession Fee Review occurs being at 3 year intervals calculated from the date of commencement of the term of this Document; and includes any additional dates inserted into Item 9 of Schedule 1 following a renewal of this Document.

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

**"Director-General"** means the Director-General of Conservation.

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

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

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

**"Licence"** for purposes of this Document is the Licence granted under this Document by the Grantor to the Concessionaire under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

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

**"Renewal Date"** means the date specified in Item 4(a) of Schedule 1.

**"Renewal Period"** means the period specified in Item 4(b) of the Schedule 1.

**"Reserve"** has the same meaning as "reserve" in section 2 of the Reserves Act 1977.

**"Structure"** includes a bridge, a culvert, and a fence.

**"Term"** means the period of time specified in Item 3 of Schedule 1 during which this Document operates. It includes, where relevant, any period of renewal of the Term.

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

1.2 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (d) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include other genders;
- (g) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;

- (h) where the Grantor's consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

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

## 2.0 GRANT OF LICENCE

2.1 In exercise of the Grantor's powers under either section 66 or section 68 of the Crown Pastoral Land Act 1998 (whichever is relevant in the circumstances) the Grantor **GRANTS** to the Concessionaire a **LICENCE** under either section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances) to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Document.

## 3.0 TERM

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

3.2 Unless otherwise specified in Items 4 and 5 of Schedule 1, if the Concessionaire has not been in breach of this Document and has given to the Grantor written notice to renew the Document at least three months before the end of the Term, the Grantor will, at the cost of the Concessionaire, renew the Document from the Renewal Date for the next Renewal Period on the following terms:

- (a) the new Concession Fee is to be agreed upon before the end of the Term or, failing agreement, is to be determined as though it were a Concession Fee Review under clause 6;
- (b) the Concession Fee is to be subject to review during the Renewal Period on each Concession Fee Review Date;
- (c) the renewed Document is otherwise to be in accordance with and subject to the covenants and agreements expressed and implied in this Document except that the Term of the Document and all renewals, if any, end on the Final Expiry Date;
- (d) pending the determination of the new Concession Fee, the Concessionaire is to pay the new Concession Fee proposed by the Grantor. Upon determination an appropriate adjustment is to be made to the Concession Fee.

## 4.0 CONCESSION FEE AND ADMINISTRATION FEE

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

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

4.2 If the Concessionaire defaults in payment of the Concession Fee and Administration Fee for 14 days after a Concession Fee Payment Date the Concessionaire is to pay interest on the

unpaid Concession Fee and Administration Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.

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

## **5.0 OTHER CHARGES**

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

## **6.0 CONCESSION FEE REVIEW**

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

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

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

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

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

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

## **7.0 CONCESSION ACTIVITY**

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

## **8.0 COMPLIANCE**

8.1 The Concessionaire will comply where relevant:

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

## **9.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS**

- 9.1 The Concessionaire must not erect or bring on to the Land any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.
- 9.2 The Concessionaire must keep and maintain at the Concessionaire's cost any Structures, facilities and alterations to the Land in good repair.
- 9.3 On expiry or early termination of this Document either as to the whole or any part of the Land, the Concessionaire will not be entitled to compensation for any improvements (including pasture) and any Structures or facilities remaining on the Land are to become the property of the Grantor.
- 9.4 If requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at the Concessionaire's own expense all damage done by the removal and must leave the Land in a clean and tidy condition to the satisfaction of the Grantor.

## **10.0 PROTECTION OF THE ENVIRONMENT**

- 10.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:
  - (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Land; or
  - (b) bring any plants, or animals (other than farm stock described in Item 2 of Schedule 1, farm dogs and horses for purposes of the Concession Activity) on to the Land; or
  - (c) deposit on the Land debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Land; or
  - (d) pile or store materials in any place on the Land where they may obstruct the public or create a nuisance; or
  - (e) conduct any noxious, noisome, dangerous or offensive activity on the Land; or
  - (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Land; or
  - (g) disturb or allow stock to disturb any stream or watercourse on the Land; or
  - (h) light any fire on the Land.
- 10.2 The Concessionaire, must at the Concessionaire's expense:
  - (a)(i) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Land or any Structure or facility on the Land;
  - (a)(ii) if considered necessary by the Grantor, engage a pest exterminator approved by the Grantor; and
  - (b) comply strictly with the provisions of the Biosecurity Act 1993.

- 10.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 10.
- 10.4 The Concessionaire may bring firearms on to the Land for use in connection with the Concession Activity and pest control operations.
- 10.5 The Concessionaire for purposes of the Concession Activity may take onto or use farm vehicles on the Land on existing formed access tracks only.

#### **11.0 HEALTH AND SAFETY**

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

#### **12.0 TEMPORARY SUSPENSION**

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

#### **13.0 ASSIGNMENT**

- 13.1 The Concessionaire is not to transfer, sublicense, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it without the prior written consent of the Grantor. The Grantor may, in the Grantor's discretion, decline to grant consent under this clause.
- 13.2 If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document unless the Grantor otherwise provides in writing.
- 13.3 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.



- 13.4 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

#### **14.0 TERMINATION**

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

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

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

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

#### **15.0 INDEMNITIES AND INSURANCE**

- 15.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, contractors, or invitees or otherwise caused as a result of its use of the Land or the Concessionaire's carrying out of the Concession Activity on the Land.
- 15.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.
- 15.3 Without prejudice to or in any way limiting its liability under clause 15.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:

- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Land and covering:
    - (i) general indemnity for a sum not less than the amount specified in Item 10 of Schedule 1; and
    - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 11 of Schedule 1; and
  - (b) statutory liability insurance for the amount specified in Item 12 of Schedule 1; and
  - (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 13 of Schedule 1.
- 15.4 With respect to clause 15.3 the Concessionaire must, before commencing the Concession Activity and on each renewal of insurance provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.

#### **16.0 ENVIRONMENTAL MONITORING**

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

#### **17.0 FORCE MAJEURE**

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

#### **18.0 DISPUTE RESOLUTION AND ARBITRATION**

- 18.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 18.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties.
- 18.3 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.
- 18.4 In the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions of the Arbitration Act 1996 will apply.
- 18.5 Notwithstanding anything in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the District Law Society in the region in which the Land is situated is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

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

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

#### **19.0 NOTICES**

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

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

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

#### **20.0 RELATIONSHIP OF PARTIES**

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

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

#### **21.0 OFFENCES**

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

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

#### **22.0 SPECIAL CONDITIONS**

22.1 Special conditions relating to this Document are set out in Schedule 2.

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

- 10 -

Signed by Jeffrey Edward Connell

\_\_\_\_\_  
for and on behalf of  
the Minister of Conservation  
pursuant to a written delegation (or designation as the case may be)  
in the presence of :

Witness \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

(Companies to execute here)

SCHEDULE 1

1. **Land:** *(see definition of Land in clause 1.1)*
2. **Concession Activity:** grazing sheep and cattle  
*(see definition of Concession Activity in clause 1.1)*
3. **Term:** 33 years commencing on \_ *(see clause 3)*
4. (a) **Renewal Date:** not applicable *(see clause 3.2)*  
(b) **Renewal Period:** not applicable *(see clause 3.2)*
5. **Final Expiry Date:** *(see clause 3.2)*
6. (a) **Concession Fee:** [REDACTED] per annum + GST ([REDACTED] stock units and [REDACTED] per stock unit per annum)  
*(see clause 4)*  
(b) **Administration Fee:** [REDACTED] per annum + GST *(see clause 4)*
7. **Concession Fee Payment Date:** *(see clause 4)*  
On or before the date specified on the invoice generated by the Grantor
8. **Penalty Interest Rate:** *(see clause 4.2)*  
Double the Grantor's bank's current highest 90 day bank bill buy rate
9. **Concession Fee Review Date:** *(see clause 6)*
10. **Public Liability General Indemnity Cover:** *(see clause 15.3)*  
for [REDACTED]
11. **Public Liability Forest & Rural Fire Extension:** *(see clause 15.3)*  
for [REDACTED]
12. **Statutory Liability Insurance:** *(see clause 15.3)*  
Amount [REDACTED]
13. **Other Types of Insurance:** not applicable *(see clause 15.3)*  
**Amounts Insured for Other Types of Insurances:** not applicable  
*(see clause 15.3)*
14. **Environmental Monitoring Contribution:** not applicable *(see clause 16)*
15. **Address for Notices (including facsimile number):** *(see clause 19)*
  - (a) Grantor C/- PO Box 5244 (03) 4778 626  
DUNEDIN
  - (b) Concessionaire the addresses and fax numbers of the registered offices of the  
Concessionaire

## SCHEDULE 2

### *Special Conditions*

#### **Land Management**

1. The Concessionaire must not break up or crop any part of the Land without the prior written consent of the Grantor.
2. The Concessionaire shall not oversow or topdress the Land without the Grantor's consent.
3. If the local community or a community group wish to conduct any recreational activity on the Land then the Concessionaire shall not unreasonably withhold its consent to such activity taking place, provided that at least 14 days' notice is given to the Concessionaire.
4. If the whole or any portion of the Land is required for exclusive use as a recreation reserve the Grantor may by giving six months' notice in writing of her intention so to do determine the licence in respect of the whole or any portion of the Land as the case may be and the Grantor shall in any such case make such adjustment to the fee payable as she shall in her discretion deem fit and proper.
5. If following any determination referred to in clause 4 it is decided to grant grazing rights over the land referred to in that clause the Concessionaire shall be given the first option to acquire such grazing rights on the following terms:
  - (a) The Grantor shall give the Concessionaire one months notice in writing of its intention to grant grazing rights, and the terms on which he is prepared to grant them.
  - (b) The Concessionaire must exercise its option or not exercise its option before the expiration of one month from the date of the notice in (a). The exercise or non-exercise shall be in writing.
  - (c) If the Concessionaire does not respond within the required period, the option shall lapse.
  - (d) If the Concessionaire exercises its option, the Grantor will take all appropriate steps to grant the grazing rights. The Concessionaire shall meet all costs involved in granting the grazing rights.
  - (e) For the purposes of this clause, written communication shall be addressed to the Concessionaire at its principal place of business, and to the Grantor at the principal office of the Department of Conservation in Dunedin.

#### **Fencing**

6. The Grantor is not to be called upon at any time to contribute to the costs of "work on a fence" as that term is defined in the Fencing Act 1978 between the Land and any adjoining land of the Grantor.
7. The Concessionaire must keep and maintain at the Concessionaire's costs any stiles or gates in good repair.

#### **Inspection**

- 8 The Grantor reserves the right for the Grantor's employees or agents to enter on the Land at any time for the purpose of inspecting the Land.

**Management Prescription**

- 9 The parties will comply with the management prescription document attached as schedule 3.

**Preferential disposal**

- 10 If the Land is deemed to be surplus to requirements the Grantor will recommend preferential disposal to the Concessionaire subject to any land disposal complying with due process, current policies and after obtaining any statutory clearance's that may be required. This condition applies only to Pisidia Holdings Limited and Cabo Limited as the Concessionaire and does not apply to any assignee or transferee of the Concession Activity or to any other person.

### SCHEDULE 3

#### MANAGEMENT PRESCRIPTION DOCUMENT FOR WYUNA STATION CONSERVATION AREA GRAZING CONCESSION

As this concession is for a term exceeding 10 years a management prescription document is required. A management prescription in the concession conditions provides, over the full term:

1. The specific goals of management of the land consistent with the nature of the concession activity (covering vegetation, landscape, historic, public recreation, soil and water).
2. A description of how the goals are to be met.
3. A detailed description of the type and condition of conservation resources at the commencement of the concession.
4. A description of the monitoring programme (of activity effects) to be carried out (for vegetation).
5. A specification concerning grazing systems, including identification of vegetation trends and how that will affect the grazing systems.

This management prescription document shall apply until it is reviewed ten years from the date of commencement of the concession and every ten years thereafter.

1. The goal of the concession is to achieve the protection of landscape values, vegetation, soil and water values and recreational opportunities whilst allowing for continued farming use.

(a) **Vegetation**

To manage the vegetation within the concession area to maintain the cover of pasture whilst minimising the risk of invasion by exotic woody weeds.

(b) **Landscape**

To manage the concession area in a manner which retains and enhances the open landscape character.

(c) **Recreation**

To continue to make the concession area available for casual community based recreation as required and in the longer term to make all or part of the concession area available for such activities on a more permanent basis subject to community need. Appropriate signposting will be erected where required.

(d) **Soil and Water**



To manage the concession in a manner which prevents soil loss and maintains high water quality.

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

These goals are to be met through regular monitoring (including general inspections), liaison with the Concessionaire and revision of grazing limits prior to the preparation of management prescription documents.

- (a) Grazing levels and management will be adjusted should that be necessary following field observations by the Grantor or Concessionaire.
- (b) Boundary sign posting indicating the status of the land and conditions pertaining to public use will be erected.

The concession document requires the Concessionaire to comply with the legal obligations of the Biosecurity Act.

**3. Description and condition of conservation resources present.**

The concession area consists of a series of old lake terraces south of the Buckler Burn extending down to the shore of Lake Wakatipu. It is essentially open space, being covered in high quality pastures. It is intensively grazed and has in the past been periodically cropped for hay.

The area has a developing and potential value for community based recreation activities. Current uses are large picnics and gymkhanas but is also suited for other sporting activities.

**4. Description of a monitoring programme to be established for vegetation condition and soil and water values**

Monitoring will be limited to periodic inspections by staff to assess the effect of the farming activity and consultation with the concessionaires.

**5. Number of stock and duration permitted to be run on the concession area within the current term of the management prescription document.**

50 stock units on an annual basis. Sheep and cattle will be grazed with some stock fattened.

**Appendix 16: Form of Concession to be Created**

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See attached grazing concession

Concession number: \_\_\_\_\_

DATED \_\_\_\_\_

Between

MINISTER OF CONSERVATION  
("the Grantor")

and

PISIDIA HOLDINGS LIMITED and  
CABO LIMITED  
("the Concessionaire")

GRAZING CONCESSION  
UNDER CROWN PASTORAL LAND ACT 1998



Department of Conservation  
*Te Papa Atawhai*

THIS LICENCE is made this day of

**PARTIES:**

1. MINISTER OF CONSERVATION, ("the Grantor")
2. PISIDIA HOLDINGS LIMITED and CABO LIMITED ("the Concessionaire")

**BACKGROUND**

- A. The Grantor manages the Land described in Schedule 1 as a Conservation Area or a Reserve.
- B. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant a Concession for a Concession Activity in a Conservation Area and a Reserve under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).
- C. The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Document.

**OPERATIVE PARTS**

**TERMS AND CONDITIONS**

**1.0 DEFINITIONS AND INTERPRETATION**

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

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

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

"Background" means the matters referred to under the heading 'Background' on page 1 of this Document.

"Concession" means a concession as defined in section 2 of the Conservation Act 1987.

"Concessionaire" includes the Concessionaire's successors, assigns, executors, and administrators.

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

"Concession Fee" means the amount specified in Item 6(a) of Schedule 1 and charged by the Grantor for the Concessionaire's right to carry out the Concession Activity on the Land. It includes any variation in that amount following a Concession Fee Review. It also includes, where relevant, the amount which the parties agree to be the new Concession Fee on a renewal of the Document.

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

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

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

**"Concession Fee Review Date"** means the date specified in Item 9 of Schedule 1 on which the Concession Fee Review occurs being at 3 year intervals calculated from the date of commencement of the term of this Document; and includes any additional dates inserted into Item 9 of Schedule 1 following a renewal of this Document.

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

**"Director-General"** means the Director-General of Conservation.

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

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

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

**"Licence"** for purposes of this Document is the Licence granted under this Document by the Grantor to the Concessionaire under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

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

**"Renewal Date"** means the date specified in Item 4(a) of Schedule 1.

**"Renewal Period"** means the period specified in Item 4(b) of the Schedule 1.

**"Reserve"** has the same meaning as "reserve" in section 2 of the Reserves Act 1977.

**"Structure"** includes a bridge, a culvert, and a fence.

**"Term"** means the period of time specified in Item 3 of Schedule 1 during which this Document operates. It includes, where relevant, any period of renewal of the Term.

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

1.2 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (d) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include other genders;
- (g) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;

- (h) where the Grantor's consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

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

## 2.0 GRANT OF LICENCE

2.1 In exercise of the Grantor's powers under either section 66 or section 68 of the Crown Pastoral Land Act 1998 (whichever is relevant in the circumstances) the Grantor **GRANTS** to the Concessionaire a **LICENCE** under either section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances) to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Document.

## 3.0 TERM

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

3.2 Unless otherwise specified in Items 4 and 5 of Schedule 1, if the Concessionaire has not been in breach of this Document and has given to the Grantor written notice to renew the Document at least three months before the end of the Term, the Grantor will, at the cost of the Concessionaire, renew the Document from the Renewal Date for the next Renewal Period on the following terms:

- (a) the new Concession Fee is to be agreed upon before the end of the Term or, failing agreement, is to be determined as though it were a Concession Fee Review under clause 6;
- (b) the Concession Fee is to be subject to review during the Renewal Period on each Concession Fee Review Date;
- (c) the renewed Document is otherwise to be in accordance with and subject to the covenants and agreements expressed and implied in this Document except that the Term of the Document and all renewals, if any, end on the Final Expiry Date;
- (d) pending the determination of the new Concession Fee, the Concessionaire is to pay the new Concession Fee proposed by the Grantor. Upon determination an appropriate adjustment is to be made to the Concession Fee.

## 4.0 CONCESSION FEE AND ADMINISTRATION FEE

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

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

4.2 If the Concessionaire defaults in payment of the Concession Fee and Administration Fee for 14 days after a Concession Fee Payment Date the Concessionaire is to pay interest on the

unpaid Concession Fee and Administration Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.

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

## **5.0 OTHER CHARGES**

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

## **6.0 CONCESSION FEE REVIEW**

- 6.1 The Grantor will review the Concession Fee on the Concession Fee Review Dates.
- 6.2 The Grantor will commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving written notice to the Concessionaire.
- 6.3 The notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.
- 6.4 If, within 28 days of receipt of the Grantor's notice, the Concessionaire gives written notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee the new Concession Fee is to be determined in accordance with clause 18.
- 6.5 Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee payable immediately before the Concession Fee Review Date. On determination of the new Concession Fee an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable.
- 6.6 If the Concessionaire does not give notice to the Grantor under clause 6.4 the Concessionaire will be deemed to have accepted the Concession Fee specified in the Grantor's notice.

## **7.0 CONCESSION ACTIVITY**

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

## **8.0 COMPLIANCE**

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

## **9.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS**

- 9.1 The Concessionaire must not erect or bring on to the Land any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.
- 9.2 The Concessionaire must keep and maintain at the Concessionaire's cost any Structures, facilities and alterations to the Land in good repair.
- 9.3 On expiry or early termination of this Document either as to the whole or any part of the Land, the Concessionaire will not be entitled to compensation for any improvements (including pasture) and any Structures or facilities remaining on the Land are to become the property of the Grantor.
- 9.4 If requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at the Concessionaire's own expense all damage done by the removal and must leave the Land in a clean and tidy condition to the satisfaction of the Grantor.

## **10.0 PROTECTION OF THE ENVIRONMENT**

- 10.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:
- (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Land; or
  - (b) bring any plants, or animals (other than farm stock described in Item 2 of Schedule 1, farm dogs and horses for purposes of the Concession Activity) on to the Land; or
  - (c) deposit on the Land debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Land; or
  - (d) pile or store materials in any place on the Land where they may obstruct the public or create a nuisance; or
  - (e) conduct any noxious, noisome, dangerous or offensive activity on the Land; or
  - (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Land; or
  - (g) disturb or allow stock to disturb any stream or watercourse on the Land; or
  - (h) light any fire on the Land.
- 10.2 The Concessionaire, must at the Concessionaire's expense:
- (a)(i) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Land or any Structure or facility on the Land;
  - (a)(ii) if considered necessary by the Grantor, engage a pest exterminator approved by the Grantor; and
  - (b) comply strictly with the provisions of the Biosecurity Act 1993.



- 10.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 10.
- 10.4 The Concessionaire may bring firearms on to the Land for use in connection with the Concession Activity and pest control operations.
- 10.5 The Concessionaire for purposes of the Concession Activity may take onto or use farm vehicles on the Land on existing formed access tracks only.

#### **11.0 HEALTH AND SAFETY**

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

#### **12.0 TEMPORARY SUSPENSION**

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

#### **13.0 ASSIGNMENT**

- 13.1 The Concessionaire is not to transfer, sublicense, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it without the prior written consent of the Grantor. The Grantor may, in the Grantor's discretion, decline to grant consent under this clause.
- 13.2 If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document unless the Grantor otherwise provides in writing.
- 13.3 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.

- 13.4 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

#### 14.0 TERMINATION

- 14.1 The Grantor may terminate this Document by notice in writing to the Concessionaire if:
- (a) the Concession Fee or the Administration Fee or any other money payable to the Grantor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
  - (b)(i) the Concessionaire breaches any terms of this Document; and
  - (b)(ii) the Grantor has notified the Concessionaire in writing of the breach; and
  - (b)(iii) the Concessionaire does not rectify the breach within 28 days of receiving notification; or
  - (c) the Concessionaire ceases to conduct the Concession Activity; or
  - (d) the Concessionaire is convicted of an offence, related to the Concession Activity, under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or the Resource Management Act 1991; or the Biosecurity Act 1993; or the Health and Safety in Employment Act 1992; or
  - (e) the Concessionaire is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a writ of sale or charging order; or the Concessionaire cease to function or operate.
- 14.2 If the Grantor terminates the Document under this clause 14 all rights of the Concessionaire are to cease absolutely; but the Concessionaire is not to be released from any liability to pay the Concession Fee or Administration Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.
- 14.3 The Grantor may exercise the Grantor's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

#### 15.0 INDEMNITIES AND INSURANCE

- 15.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, contractors, or invitees or otherwise caused as a result of its use of the Land or the Concessionaire's carrying out of the Concession Activity on the Land.
- 15.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.
- 15.3 Without prejudice to or in any way limiting its liability under clause 15.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:

- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Land and covering:
  - (i) general indemnity for a sum not less than the amount specified in Item 10 of Schedule 1; and
  - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 11 of Schedule 1; and
- (b) statutory liability insurance for the amount specified in Item 12 of Schedule 1; and
- (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 13 of Schedule 1.

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

#### **16.0 ENVIRONMENTAL MONITORING**

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

#### **17.0 FORCE MAJEURE**

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

#### **18.0 DISPUTE RESOLUTION AND ARBITRATION**

- 18.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 18.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties.
- 18.3 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.
- 18.4 In the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions of the Arbitration Act 1996 will apply.
- 18.5 Notwithstanding anything in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the District Law Society in the region in which the Land is situated is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

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

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

## **19.0 NOTICES**

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

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

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

## **20.0 RELATIONSHIP OF PARTIES**

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

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

## **21.0 OFFENCES**

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

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

## **22.0 SPECIAL CONDITIONS**

22.1 Special conditions relating to this Document are set out in Schedule 2.

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

Signed by Jeffrey Edward Connell

\_\_\_\_\_  
for and on behalf of  
the Minister of Conservation  
pursuant to a written delegation (or designation as the case may be)  
in the presence of :

Witness \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

(Companies to execute here)

SCHEDULE 1

1. **Land:** (see definition of Land in clause 1.1)
2. **Concession Activity:** grazing sheep and cattle (see definition of Concession Activity in clause 1.1)
3. **Term:** 33 years commencing on \_ (see clause 3)
4. (a) **Renewal Date:** not applicable (see clause 3.2)  
(b) **Renewal Period:** not applicable (see clause 3.2)
5. **Final Expiry Date:** (see clause 3.2)
6. (a) **Concession Fee:** \$560 per annum + GST [REDACTED] per stock unit per annum (see clause 4)  
(b) **Administration Fee:** [REDACTED] per annum + GST (see clause 4)
7. **Concession Fee Payment Date:** (see clause 4)  
On or before the date specified on the invoice generated by the Grantor
8. **Penalty Interest Rate:** (see clause 4.2)  
Double the Grantor's bank's current highest 90 day bank bill buy rate
9. **Concession Fee Review Date:** (see clause 6)
10. **Public Liability General Indemnity Cover:** (see clause 15.3)  
for [REDACTED]
11. **Public Liability Forest & Rural Fire Extension:** (see clause 15.3)  
for [REDACTED]
12. **Statutory Liability Insurance:** (see clause 15.3)  
Amount [REDACTED]
13. **Other Types of Insurance:** not applicable (see clause 15.3)  
**Amounts Insured for Other Types of Insurances:** (see clause 15.3)  
not applicable
14. **Environmental Monitoring Contribution:** not applicable (see clause 16)
15. **Address for Notices (including facsimile number):** (see clause 19)
  - (a) Grantor C/- PO Box 5244 (03) 4778 626  
DUNEDIN
  - (b) Concessionaire the addresses and fax numbers of the registered offices of the  
Concessionaire

## SCHEDULE 2

### *Special Conditions*

#### **Land Management**

1. The Concessionaire must not break up or crop any part of the Land without the prior written consent of the Grantor.

That should the Queenstown Lakes District Council or other agency acting as the airport authority satisfy the Grantor that it requires exclusive use of an area of the Land for an airstrip then the Concessionaire shall upon receiving not less than one month's notice from the Grantor surrender the land required for the airstrip from this licence. Upon such surrender taking place the fee payable by the Concessionaire shall reduce to such amount as the Grantor in her discretion deems fit and proper.

The Concessionaire recognises the existence of the airstrip located on the Land and will not do anything to interfere with the operations of the operators and users of the airstrip. The Concessionaire will if requested to do so consent to any easement which may be granted to legalise the use of the airstrip.

#### **Fencing**

2. The Grantor is not to be called upon at any time to contribute to the costs of "work on a fence" as that term is defined in the Fencing Act 1978 between the Land and any adjoining land of the Grantor.
3. The Concessionaire must keep and maintain at the Concessionaire's costs any stiles or gates in good repair.

#### **Access**

4. Any horse and rider may use at any time the access way between the lake and road as shown on the attached plan.

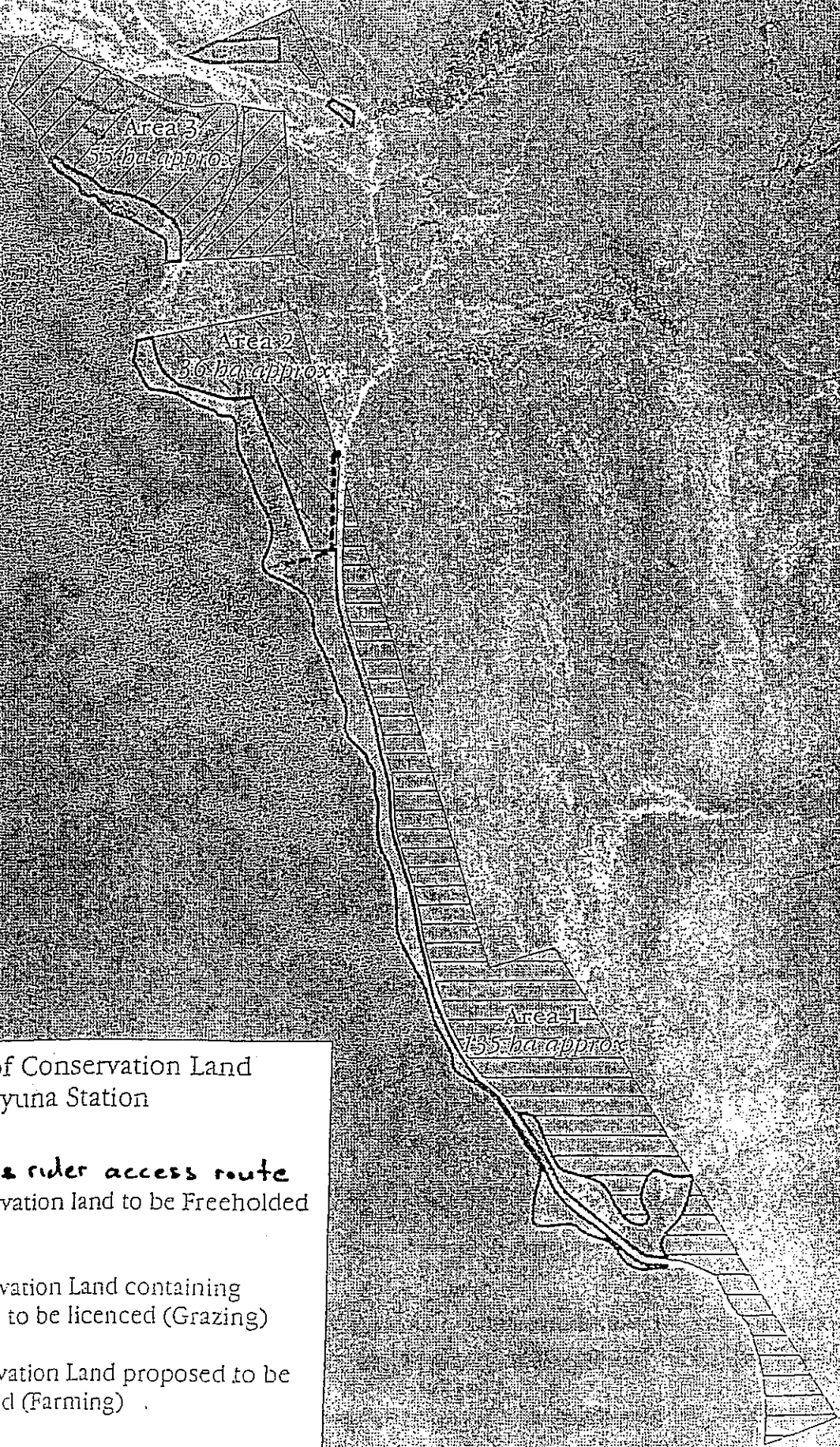
#### **Inspection**

5. The Grantor reserves the right for the Grantor's employees or agents to enter on the Land at any time for the purpose of inspecting the Land.

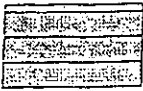



#### **Management Prescription**

6. The parties will comply with the management prescription document attached as schedule 3.

4.7 ha approx



# Disposal of Conservation Land Wyuna Station

- Horse & rider access route
-  Conservation land to be Freeholded
-  Conservation Land containing Airstrip to be licenced (Grazing)
-  Conservation Land proposed to be Licenced (Farming)
-  Conservation Land NOT to be Leased or Disposed



### SCHEDULE 3

## MANAGEMENT PRESCRIPTION DOCUMENT FOR WYUNA STATION RESERVE GRAZING CONCESSION

As this concession is for a term exceeding 10 years a management prescription document is required. A management prescription in the concession conditions provides, over the full term:

1. The specific goals of management of the land consistent with the nature of the concession activity (covering vegetation, landscape, historic, public recreation, soil and water).
2. A description of how the goals are to be met.
3. A detailed description of the type and condition of reserve resources at the commencement of the concession.
4. A description of the monitoring programme (of activity effects) to be carried out (for vegetation and historic features).
5. A specification concerning grazing systems, including identification of vegetation trends and how that will affect the grazing systems.

This management prescription document shall apply until it is reviewed ten years from the date of commencement of the concession and every ten years thereafter.

1. The goal of the concession is to achieve the protection of landscape values, vegetation, soil and water values and recreational opportunities whilst allowing for limited sheep and cattle grazing.

#### (a) Vegetation

To manage the vegetation within the reserve (concession area) to maintain or enhance the cover of exotic and introduced grass and herb species whilst minimising the risk of invasion by exotic woody weeds and trees.

#### (b) Landscape

To manage the reserve (concession area) in a manner which retains and enhances the open landscape character.

#### (c) Recreation

To facilitate public horse trekking access through the reserve along the marked route at the southern boundary of the reserve. Appropriate sign posting will be erected where required.

#### (d) Soil and Water

- To manage the concession in a manner which prevents soil loss and maintains high water quality.

2. These goals are to be met through regular monitoring (including general inspections), liaison with the Concessionaire and revision of grazing limits prior to the preparation of management prescription documents.
  - (a) Grazing levels and management will be adjusted should that be necessary following field observations by the Grantor or Concessionaire.
  - (b) The concession document requires the Concessionaire to comply with the legal obligations of the Biosecurity Act

Under the terms of the concession the Concessionaire has the responsibility for pest control.

**3. Description and condition of reserve resources present.**

The reserve is essentially a flat terrace adjacent to the Glenorchy/Queenstown road and contains the Glenorchy airstrip. Vegetation cover is rough pasture. It has value as open space and limited recreation, notably horse trekking occurs through it.

**4. Description of a monitoring programme to be carried out for vegetation and soil and water values.**

Monitoring will be limited to periodic inspections by staff to assess the effect of the grazing level and consultation with the concessionaires.

**5. Number of stock and duration permitted to be run on the concession area within the current term of the management prescription document.**

140 stock units per annum comprising both sheep and cattle.