

Tenure Review of Hukarere Pastoral Lease Substantive Proposal Document



September 2021

PROPOSAL FOR REVIEW OF CROWN LAND
Under Part 2 of the Crown Pastoral Land Act 1998

Date:

8 July 2021

Parties

Holder: Quintin Jon Hazlett and Rebecca Mary Hazlett
869 Hukarere Station Road
Tapanui
RD 2,
Dunrobin

Commissioner of Crown Lands:

C/- Gary Walker
Portfolio Manager
Crown Property
Land Information New Zealand
Private Bag 4721
Christchurch 8140

The Land

Lease: Hukarere Station
Legal Description: Run 763 and Part Run 253 Wart Hill, Greenvale and
Waikaia Survey Districts
Area: 7177.4193 hectares
Certificate of Title/Unique Identifier: OT338/14 Otago Land Registry

Summary of Designations

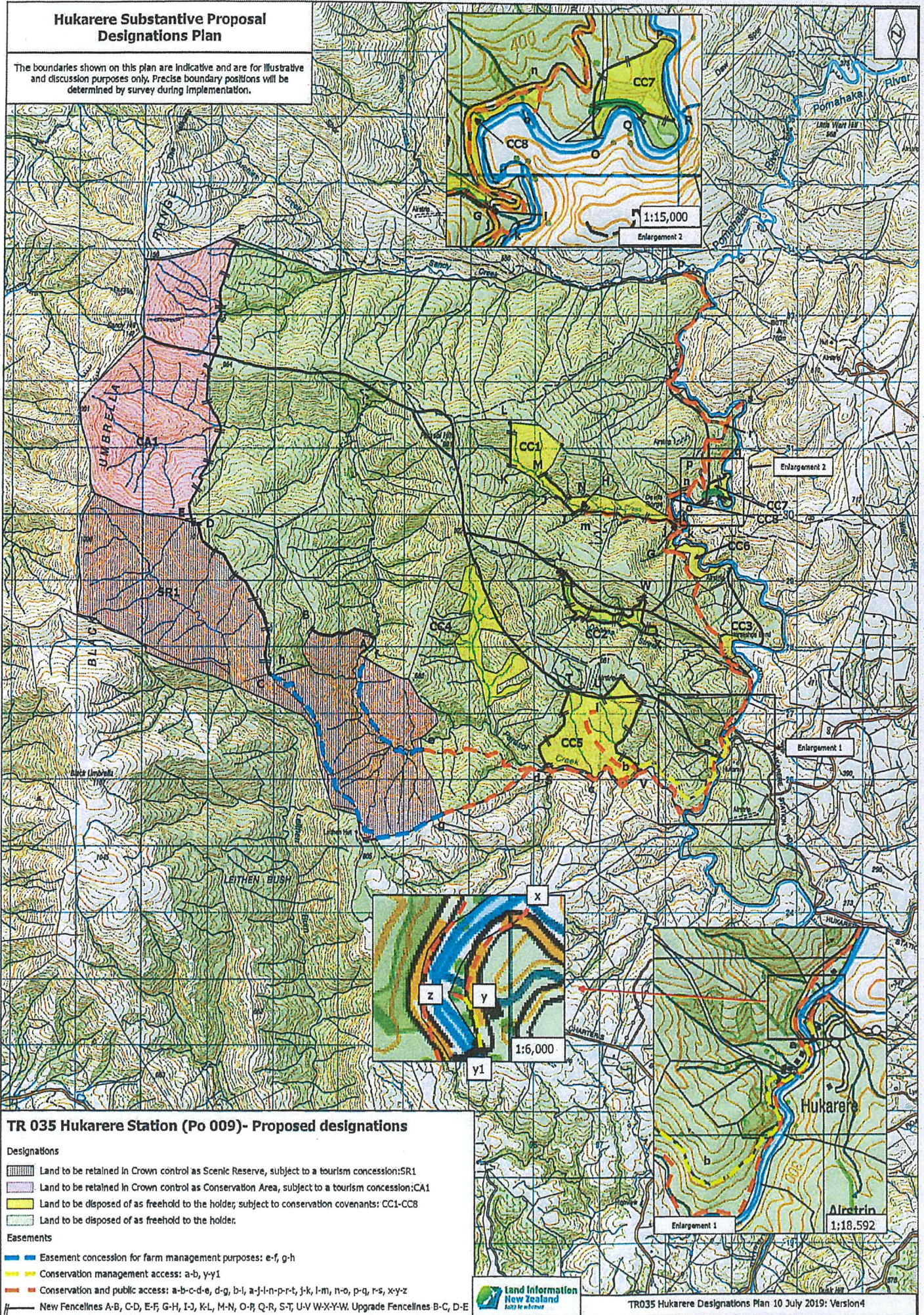
Under this Proposal, the Land is designated as follows:

- (a) The Crown Land (shown shaded in pink on the Plan) is to be restored to, or retained by, the Crown as set out in Schedules One and Two; and
- (b) The Freehold Land (shown shaded in green and yellow on the Plan) is to be disposed by freehold disposal to the Holder as set out in Schedule Three.

1 The Plan

Hukarere Substantive Proposal Designations Plan

The boundaries shown on this plan are indicative and are for illustrative and discussion purposes only. Precise boundary positions will be determined by survey during implementation.



TR 035 Hukarere Station (Po 009)- Proposed designations

- Designations**
- Land to be retained in Crown control as Scenic Reserve, subject to a tourism concession:SR1
 - Land to be retained in Crown control as Conservation Area, subject to a tourism concession:CA1
 - Land to be disposed of as freehold to the holder, subject to conservation covenants: CC1-CC8
 - Land to be disposed of as freehold to the holder.
- Easements**
- Easement concession for farm management purposes: e-f, g-h
 - Conservation management access: a-b, y-y1
 - Conservation and public access: a-b-c-d-e, d-g, b-l, a-j-l-n-p-r-t, j-k, l-m, n-o, p-q, r-s, x-y-z
 - New Fencelines A-B, C-D, E-F, G-H, I-J, K-L, M-N, O-P, Q-R, S-T, U-V W-X-Y-W. Upgrade Fencelines B-C, D-E





2 Conditions

- 2.1 This Proposal, and any agreement arising therefrom, is subject to the conditions contained in Schedule Four (if any).

3 Settlement

- 3.1 Unless otherwise agreed by the parties, the Settlement Date for the disposal of the Freehold Land to the Holder by freehold disposal will be the day that is TEN (10) working days following the day on which Land Information New Zealand notifies the Commissioner that the Final Plan and a copy of this Proposal are registered in accordance with the Act.

- 3.2 The Freehold Land will be disposed of to the Holder under the Land Act 1948.

- 3.3 Notwithstanding anything to the contrary, if, as at the Settlement Date (as determined pursuant to clause 3.1), the rent payable under the Lease is subject to a Rent Review, then the Commissioner may elect to:

- (a) Settle on the Settlement Date on the basis that the Commissioner may retain from the Commissioner's Payment an amount which the Commissioner, acting reasonably, estimates will be payable by the Holder to the Commissioner following agreement or determination of the Rent Review ("the Retention"). The Retention shall be held by the Crown Law Office in an on-call, interest-bearing trust account in the joint names of the parties for their respective rights and interests. Upon agreement or determination of the Rent Review, the Commissioner shall calculate the rent shortfall payable by the Holder to the Commissioner in respect of the period from the effective date of the Rent Review to the Settlement Date, both dates inclusive ("the Shortfall"). If:

- (i) the Shortfall is less than the Retention and the net interest earned thereon, the balance shall be paid by the Commissioner to the Holder within TEN (10) working days; or
- (ii) the Shortfall is more than the Retention and the net interest earned thereon, the balance shall be paid by the Holder to the Commissioner within TEN (10) working days;

or

- (b) defer the Settlement Date until TEN (10) working days after the rent payable as a consequence of the Rent Review:

- (i) has been agreed or determined; and

- (ii) is not and will not be subject to any appeal, rehearing or other proceedings.

4 Holder's Payment

- 4.1 By 3.00 p.m. on the Settlement Date, the Holder must pay the Holder's Payment and all other money payable to the Commissioner or the duly appointed agent of the Commissioner by bank cheque without set-off or deduction of any kind in accordance with the settlement requirements of the Commissioner.

- 4.2 If the Holder fails to pay the Holder's Payment or any part of it or any other money to the Commissioner or to the duly appointed agent of the Commissioner on the Settlement Date clause 19 will apply.

5 Commissioner's Payment

- 5.1 The Commissioner will pay the Commissioner's Payment to the Holder in two equal instalments, the first instalment on the Unconditional Date and the balance instalment on the Settlement Date.

- 5.2 No interest shall be payable to the Holder by the Commissioner in respect of the Commissioner's Payment, including (without limitation) for the period from the Vesting Date to the Settlement Date.

6 Vesting of Crown Land

- 6.1 The Crown Land will vest in the Crown on the Vesting Date.

7 Issue of Certificate of Title

- 7.1 Notwithstanding any other provision in this Proposal, the Commissioner will not request that the Surveyor-General issue a certificate to the Registrar pursuant to section 116 of the Land Act 1948 (to enable a certificate of title to issue for the Freehold Land) unless and until:
- (a) the Commissioner has received the Holder's Payment from the Holder under clause 4, and all other money payable by the Holder under this Proposal and the Notice;
 - (b) the Holder has provided to the Commissioner duplicate copies of the certificate of title relating to the Lease (if any) and/or the Lease if requested by the Commissioner;
 - (c) the Holder has signed and returned to the Commissioner all documents required by the Commissioner to be signed by the Holder to give effect to this Proposal (including, without limitation, any permit, covenant, easement and/or any other document); and
 - (d) the Holder has procured a registrable discharge of any Mortgage and provided this to the Commissioner together with any new mortgage documents to be registered against the Freehold Land.

8 Registration of Documents

- 8.1 Subject to clause 7, the Commissioner will lodge all documents necessary to give effect to this Proposal (including, without limitation any easement, covenant, discharge of mortgage, and/or duplicate copy of the Lease) and any new mortgage documents to be registered against the certificate of title to be issued for the Freehold Land so that the certificate of title for the Freehold Land will issue subject to the encumbrances provided in this Proposal. Any new mortgage will be registered after any other encumbrances such as any easements and/or covenants are registered.

9 Consents

- 9.1 The Holder must obtain the written consent to the Holder's acceptance of this Proposal from all persons having an interest in the Land (other than the Holder), including, but not limited to:
- (a) any Mortgagee(s);
 - (b) any party entitled to the benefit of a land improvement agreement registered against the Lease and/or the Land; and
 - (c) any other person that the Commissioner reasonably believes has an interest in the Land or who the Holder reasonably believes has an interest in the Land, whether registered or not.
- 9.2 The consents required under clause 9.1 must be in a form acceptable to the Commissioner in all respects and be returned to the Commissioner with this Proposal on its acceptance by the Holder. Examples of the form of consents required under clause 9.1 are set out in Appendix 1.
- 9.3 The Holder must also obtain, and provide to the Commissioner if requested, all consents necessary for the Holder to accept this Proposal including (without limitation) any:
- (a) corporate and/or trustee consents; and
 - (b) consent required under the Overseas Investment Act 2005.
- 9.4 The Holder will procure the Mortgagee to execute a registrable discharge of the Mortgage and, if required by the Mortgagee, the Holder will execute registrable new mortgage documents and forward these to the Commissioner to be registered as set out in clause 8.

- 9.5 If required by the Mortgagee, the Commissioner will provide an undertaking that, subject to the provisions of clause 7 being satisfied, the Commissioner will register the discharge of the Mortgage and register any new mortgage against the certificate of title for Freehold Land at the same time as the certificate of title for the Freehold Land issues.

10 Continuation of Lease

- 10.1 The Lease will remain in full force and effect until a certificate of title issues for the Freehold Land. Notwithstanding when Settlement Date occurs, until a certificate of title issues for the Freehold Land the Holder will duly and punctually comply with all obligations on its part under the Lease (other than as set out at clause 12.1 (b)) and the Lease will remain in full force and effect.
- 10.2 From the date that a certificate of title is issued for the Freehold Land the Lease is deemed to be surrendered and, subject to clause 10.3, the Commissioner releases and discharges the Holder from the performance and observance of all covenants, conditions and obligations under the Lease.
- 10.3 The release and discharge in clause 10.2:
- (a) Is without prejudice to the rights, remedies and powers of the Commissioner contained in the Lease (except as varied in accordance with clause 12.1(b)); and
 - (b) will not release or discharge the Holder from any liability under the Lease, arising prior to the date that the certificate of title for the Freehold Land is issued, under any statute or by any reason where such liability is due to the fault of the Holder.
- 10.4 As from the Vesting Date, the Holder will not have any estate, right or claim against any of the land, improvements, fencing, buildings, structures, fixtures, fittings or chattels on the Crown Land (subject to the provisions of any permit, easement, concession, other encumbrance or document provided under this Proposal). The Holder will not be entitled to any compensation for any of its improvements, fencing, buildings, structures, fixtures, fittings or chattels which are on the Crown Land as at the Vesting Date.

11 Fencing and Construction Works

- 11.1 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, the Holder will, subject to clauses 11.3 and 14.4, erect:
- (a) New fencing approximately along the line marked "A-B", "B-C", "C-D", "D-E" and "E-F" on the Plan;
 - (b) New fencing shown marked G-H, I-J, K-L, M-N on the boundary of CC1;
 - (c) New fencing shown marked W-X-Y-W on the boundary of CC2; and
 - (d) New fencing shown marked O-P, Q-R on the boundary of CC7;
- to the specifications in Appendix 3 ("the Fencing").
- 11.2 If the Fencing under clause 11.1 requires a resource consent or any other consent from any local or territorial authority ("the Fencing Consent"), the following provisions shall apply:
- (a) The Holder shall use reasonable endeavours to obtain the Fencing Consent within 6 months of this Proposal taking effect pursuant to the Act.
 - (b) If the Fencing Consent:
 - (i) is not obtained within 6 months of this Proposal taking effect pursuant to the Act; and/or
 - (ii) is obtained on terms which are not satisfactory to the Holder in all respects;the Holder may, acting reasonably, elect to do any one or more of the following:

- (iii) erect the Fencing in a position different from that shown on the Plan;
 - (iv) erect the Fencing over a shorter distance than that shown on the Plan; or
 - (v) erect the Fencing to specifications different from those in Appendix 3.
- 11.3 If the Fencing under clause 11.1 has not been completed by the Settlement Date, the Holder agrees that the Commissioner may register a covenant, on terms entirely satisfactory to the Commissioner (in the Commissioner's sole discretion), over the Freehold Land to provide for the completion of the Fencing. The Holder will do all things necessary (including signing any document) to enable the Commissioner to register such a covenant.
- 11.4 The ongoing maintenance of the Fencing referred to in this clause 11 will be subject to the terms of the Fencing Act 1978.
- 11.5 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, the Commissioner will, subject to clause 11.6, undertake the construction works set out in Appendix 3 on the terms and conditions set out in Appendix 3 ("the Construction Works").
- 11.6 If any Construction Works for which the Commissioner is liable, or jointly liable with the Holder, require a resource consent or any other consent from any local or territorial authority ("the Works Consent"), the following provisions shall apply:
- (a) The Commissioner shall use reasonable endeavours to obtain the Works Consent within 6 months of this Proposal taking effect pursuant to the Act.
 - (b) If the Works Consent:
 - (i) is not obtained within 6 months of this Proposal taking effect pursuant to the Act; and/or
 - (ii) is obtained on terms which are not satisfactory to the Commissioner in all respects;

the Commissioner may, acting reasonably, elect to vary the extent of the Construction Works in question and/or the terms and conditions upon which they are carried out.

12 Apportionments

- 12.1 Rent payable under the Lease in respect of the Freehold Land shall be apportioned as follows:
- (a) Rent paid or payable will be apportioned on the Settlement Date as at the Settlement Date and either deducted from or added to (as the case may be) the amount required to settle.
 - (b) Notwithstanding that the Lease continues in effect until a certificate of title issues for the Freehold Land, the Holder shall not be required to pay any rent under the Lease for the Freehold Land from the Settlement Date.
- 12.2 Rent paid or payable under the Lease for the Crown Land will be apportioned on the Settlement Date as at the Vesting Date and either deducted from or added to (as the case may be) the amount required to settle.
- 12.3 All rates, levies, and all other incomings and outgoings and other charges receivable from or charged upon the Freehold Land will, unless otherwise agreed by the parties, be apportioned on the Settlement Date as at the Settlement Date.
- 12.4 All rates, levies and all other incomings and outgoings and other charges receivable from or charged upon the Crown Land will be apportioned on the Settlement Date as at the Vesting Date and either deducted from or added to (as the case may be) the amount required to settle.
- 12.5 Following the date that a certificate of title issues for the Freehold Land, the Commissioner will undertake a final apportionment and either the Commissioner will pay to the Holder, or the Holder will pay to the Commissioner, any additional amounts due because of any payments

made or received by one party on behalf of the other for the period from the Settlement Date to the date on which a new certificate of title issues for the Freehold Land.

13 Risk

- 13.1 On and with effect from the Unconditional Date all risk of any nature in respect of the Freehold Land will pass from the Commissioner to the Holder. For the avoidance of doubt, the Holder's current risk in respect of matters arising under the Lease, including, without limitation, the Holder's risk in respect of all improvements, buildings, fencing, fixtures, fittings and chattels, will continue to remain with the Holder until the Lease is deemed to be surrendered under clause 10.2.
- 13.2 The Holder will be required to comply with its settlement obligations under this Proposal irrespective of any damage to, or destruction of, the Freehold Land prior to the Settlement Date.

14 Survey

- 14.1 All areas of the Land forming part of this Proposal and delineated on the Plan are approximate and subject to preparation of the Final Plan. The measurements of the areas may therefore alter on the Final Plan.
- 14.2 No error, misdescription or amendment of any part of the Land will annul, vary, or derogate from this Proposal, or the Holder's acceptance of this Proposal.
- 14.3 For the avoidance of doubt, the Holder will not be entitled to cancel or withdraw its acceptance of this Proposal, nor will the Holder, or any successor in title of the Holder or any party with an interest in the Land, be entitled to payment of any compensation, should any area of the Land on the Final Plan have a different measurement to the area specified in this Proposal.
- 14.4 The Commissioner does not warrant that any existing fence is erected on, or that any new fence to be erected will be on, any boundaries of the Land or any part of the Land as outlined on the Plan or the Final Plan.

15 Holder's Acknowledgements

- 15.1 If the Holder accepts this Proposal and that acceptance takes effect under the Act, the Holder acknowledges that:
- (a) it is obtaining the freehold interest in the Freehold Land:
 - (i) "as is", solely in reliance on its own investigations and judgement; and
 - (ii) not in reliance on any representation or warranty made by the Commissioner, its employees, agents or any other person or persons directly or indirectly associated with the Commissioner;
 - (b) the Holder has carried out all inspections of the Freehold Land which the Holder considers necessary to satisfy itself as to all matters relating to the Freehold Land;
 - (c) the Holder, at its cost, is entirely responsible for all work to ensure that the Freehold Land complies with all applicable laws including (without limitation):
 - (i) the Resource Management Act 1991 any rule in any plan, resource consent or other requirement issued under the Resource Management Act 1991, and
 - (iii) the Building Act 2004; andthe Holder hereby indemnifies and will indemnify the Commissioner against all losses, damages and expenses incurred by the Commissioner and against all claims made against the Commissioner in respect of any work or costs for which the Holder is liable under this clause 15;
 - (d) nothing in this Proposal is affected by, and the Commissioner has no liability of any nature in respect of, the existence or terms of any leases, licences or other occupation rights of any nature (if any) granted by the Holder in respect of the Land; and
 - (e) the Holder has no claim (and will not have any claim) whatsoever against the Crown and/or Commissioner in relation to the Tenure Review and/or this Proposal, including

(without limitation) any claim for any misrepresentation or for any loss or damage suffered whether in contract, tort (including negligence) or otherwise.

16 No Representations or Warranties by the Commissioner

- 16.1 The Commissioner gives no representations or warranties of any nature in respect of the Freehold Land. Without limitation, the Commissioner does not warrant:
- (a) the accuracy of any matter in the Notice or this Proposal or in any notice, or any correspondence or other information provided to the Holder by the Commissioner or by any agent, contractor or employee of the Commissioner; or
 - (b) that the Freehold Land is or will remain suitable for the Holder's use; or
 - (c) that the Freehold Land complies with all or any statutory, territorial authority or any other legal requirements affecting or relevant to the Freehold Land.

17 Acceptance

- 17.1 The Holder's acceptance of this Proposal is irrevocable and constitutes a binding agreement between the Commissioner and the Holder.
- 17.2 If the Commissioner does not receive an acceptance to this Proposal from the Holder within three (3) months of putting it (in its substantive form) to the Holder, the Holder is deemed to have rejected this Proposal.

18 Solicitors Certificate

- 18.1 The Holder must procure the Holder's solicitors to provide the Commissioner with a solicitor's certificate (in a form satisfactory to the Commissioner, in its reasonable opinion) relating to such matters as the Holder's execution of this Proposal and the Holder's execution of any documents required to give effect to this Proposal (including, without limitation any easement, protective mechanism and/or concession). An example of the form of solicitors certificate required is set out at Appendix 2.
- 18.2 The Holder must return the completed solicitor's certificate to the Commissioner with this Proposal on its acceptance by the Holder.

19 Default

- 19.1 If from any cause whatever (except the default of the Commissioner) all or any part of the Holder's Payment or any other money payable by the Holder to the Commissioner is not paid on the due date the Holder will pay to the Commissioner interest at the Default Rate on the part of the Holder's Payment or any other money payable by the Holder to the Commissioner so unpaid from the due date until the date of actual payment in full.
- 19.2 The Commissioner's rights under this clause 19 are without prejudice to any other rights or remedies available to the Commissioner at law or in equity.

20 Goods and Services Tax

- 20.1 Unless the context otherwise requires, words and phrases used in this clause have the same meaning as in the GST Act.
- 20.2 If the supplies evidenced by the Holder's Consideration and the Commissioner's Consideration are taxable supplies under the GST Act, then:
- (a) the Commissioner and the Holder warrant to each other that they are registered for GST purposes as at the Holder's acceptance of this Proposal and that they will be so registered on the Settlement Date;
 - (b) the Commissioner and the Holder confirm that as at the Settlement Date:
 - (i) each is acquiring the goods supplied with the intention of using the goods for making taxable supplies; and
 - (ii) the Commissioner and any associated person in terms of section 2A(1)(c) of the GST Act do not intend to use the Crown Land and the Holder and any

associated person in terms of section 2A(1)(c) of the GST Act do not intend to use the Freehold Land as a principal place of residence; and

- (c) the Commissioner and the Holder agree that the supplies evidenced by the Holder's Consideration and the Commissioner's Consideration are to be zero-rated for GST purposes under section 11(1)(mb) of the GST Act.
- 20.3 If any of the circumstances set out in clause 20.2 change between the date of the Holder's acceptance of this Proposal and the Settlement Date, then the relevant party will notify the other of the changed circumstances as soon as practicable and in any event not later than 2 working days before the Settlement Date and such party shall warrant that the changed circumstances are correct as at the Settlement Date. If the GST treatment of the supplies evidenced by the Holder's Consideration and the Commissioner's Consideration changes as a result of the changed circumstances and a party has already provided the other with a GST invoice, then that party will issue a debit note or credit note, as the case may be, for GST purposes.
- 20.4 On the 10th working day following the Unconditional Date, the Commissioner will provide to the Holder a GST invoice in respect of the supply evidenced by the Holder's Consideration. The invoice will specify the Commissioner's GST Date.
- 20.5 The Holder will pay GST (if any) on the Holder's Consideration to the Commissioner by bank cheque on the Commissioner's GST Date, time being of the essence.
- 20.6 On the 10th working day following the Unconditional Date, the Holder will provide to the Commissioner a GST invoice in respect of the supply evidenced by the Commissioner's Consideration.
- 20.7 The Commissioner will pay GST (if any) on the Commissioner's Consideration to the Holder on the Commissioner's GST Date, time being of the essence.
- 20.8 Where any GST is not paid to the Commissioner or to the Holder (as the case may be) in accordance with this clause 20, the Holder will pay to the Commissioner, or the Commissioner will pay to the Holder (as the case may be), upon demand and together with the unpaid GST:
- (a) interest, at the Default Rate, on the amount of the unpaid GST and which will accrue from the Commissioner's GST Date until the date of payment of the unpaid GST; and
- (b) any Default GST.

21 Lowest price

- 21.1 The Holder's Consideration does not include any capitalised interest and the parties agree that the "lowest price" for the purposes of valuing the Freehold Land under section EW 32(3) of the Income Tax Act 2007 is equal to the Holder's Consideration.
- 21.2 The Commissioner's Consideration does not include any capitalised interest and the parties agree that the "lowest price" for the purposes of valuing the Crown Land under section EW 32(3) of the Income Tax Act 2007 is equal to the Commissioner's Consideration.

22 Costs

- 22.1 The Commissioner will meet the costs of the survey (if any) of the Land, including all designation areas, the Final Plan and for a certificate of title to issue for the Freehold Land.
- 22.2 The Holder is responsible for all costs the Holder incurs in respect of and incidental to the Tenure Review. In particular, but without limitation, the Holder shall bear all its costs in relation to the review of all documentation forming part of the Tenure Review (including this Proposal), and all professional advice provided to or sought by the Holder.

23 No nomination or assignment

- 23.1 The Holder is not entitled to, and is expressly prohibited from, nominating another person to perform the Holder's obligations under this Proposal or assigning to another person the Holder's interest (or any part) under this Proposal.

24 Recreation Permit

- 24.1 Immediately on the registration of the Final Plan and a copy of the proposal to which it relates over the Land and pursuant to s64 of the Act, any recreation permit granted over the Land shall be determined.

25 Consents for Activities

- 25.1 If the Holder has been granted a consent by the Commissioner to do an activity on the land under sections 15 or 16 of the Act, and the area over which the consent is exercised is designated in the proposal as Crown Land then the Holder agrees to act in good faith whilst exercising the terms of consent and not damage or destroy the Crown Land or anything thereon.

26 General

- 26.1 This Proposal and the Notice:
- (a) constitute the entire understanding and agreement between the Commissioner, the Crown and the Holder in relation to the Tenure Review; and
 - (b) supersede and extinguish all prior agreements and understandings between the Crown, the Commissioner and the Holder relating to the Tenure Review.
- 26.2 Each provision of this Proposal will continue in full force and effect to the extent that it is not fully performed at the Settlement Date.
- 26.3 The Holder must comply with the Commissioner's requirements for the implementation and settlement of the Tenure Review contemplated by this Proposal.
- 26.4 The Commissioner and the Holder will sign and execute all deeds, agreements, schedules and other documents and do all acts and things as may be reasonably required by the other to effectively carry out and give effect to the terms and intentions of this Proposal.
- 26.5 This Proposal is governed by, and must be construed under, the laws of New Zealand and the Commissioner and the Holder irrevocably submit to the jurisdiction of the New Zealand courts or other New Zealand system of dispute resolution.
- 26.6 The illegality, invalidity or unenforceability of any provision in this Proposal will not affect the legality, validity or enforceability of any other provision.
- 26.7 In relation to notices and other communications under this Proposal:
- (a) each notice or other communication is to be in writing, and sent by facsimile, personal delivery or by post to the addressee at the facsimile number or address, and marked for the attention of the person or office holder (if any), from time to time designated for that purpose by the addressee to the other party. Other than the address to which the Holder is to send its acceptance of this Proposal (which the Commissioner will specifically notify the Holder of) the address, person or office holder (if any) for each party is shown on the front page of this Proposal;
 - (b) no communication is to be effective until received. A communication will be deemed to be received by the addressee:
 - (i) in the case of a facsimile, on the working day on which it is despatched or, if despatched after 5.00 p.m. on a working day or, if despatched on a non-working day, on the next working day after the date of dispatch;
 - (ii) in the case of personal delivery (including, but not limited to, courier by a duly authorised agent of the person sending the communication), on the working day on which it is delivered, or if delivery is not made on a working day, on the next working day after the date of delivery; and
 - (iv) in the case of a letter, on the fifth working day after mailing (postage paid).

27 Interpretation

27.1 Definitions

In this Proposal unless the context otherwise requires:

Act means the Crown Pastoral Land Act 1998;

Commissioner means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948;

Commissioner's Consideration means the amount payable by the Commissioner to the Holder by equality of exchange for the surrender of the leasehold interest in the Lease in relation to the Crown Land, as specified in the Notice;

Commissioner's GST Date means the earlier of Settlement Date or the fifth working day before the day on which the Commissioner is due to pay to the Inland Revenue Department all GST payable by the Commissioner in respect of the supply made under this Proposal;

Commissioner's Payment means the balance of the Commissioner's Consideration payable by the Commissioner to the Holder by equality of exchange for the Crown Land, as specified in the Notice (if any);

Crown Land means the land (including any improvements) set out in Schedule One and the land (including any improvements) set out in Schedule Two (if any);

Default GST means any additional GST, penalty or other sum levied against either the Commissioner or the Holder under the Goods and Services Tax Act 1985 or the Tax Administration Act 1994 by reason of either the Commissioner or the Holder failing to pay GST as required by this Proposal. It does not include any sum levied against the Commissioner or the Holder by reason of a default by the Commissioner after payment of GST to the Commissioner by the Holder or by reason of a default by the Holder after payment of GST to the Holder by the Commissioner;

Default Rate means the rate of 11 per cent per annum;

Fencing means any stock proof farm fence.

Fencing Consent means any and all consents required for fencing under the Resource Management Act 1991.

Final Plan means the final plan for the Land prepared and submitted by the Commissioner to the Surveyor-General under sections 62(4)(c) and (d) of the Act;

Freehold Land means the land set out in Schedule Three;

GST means all goods and services tax payable by the Commissioner or the Holder under the Goods and Services Tax Act 1985 in respect of their respective supplies evidenced by this Proposal;

GST Act means the Goods and Services Tax Act 1985;

Holder means holder shown on the front page of this Proposal (being the lessee under the Lease);

Holder's Consideration means the amount payable by the Holder to the Commissioner by equality of exchange for the freehold of the Freehold Land, as specified in the Notice;

Holder's Payment means the balance of the Holder's Consideration payable by the Holder to the Commissioner by equality of exchange for the freehold of the Freehold Land, as specified in the Notice (if any);

Land means the land subject to the Tenure Review identified on the front page of this Proposal;

Lease means the lease described on the front page of this Proposal;

Mortgage means any mortgage (registered or unregistered) over the Land;

Mortgagee means the holder of any Mortgage;

Notice means the notice to the Holder setting out:

- (a) the Holder's Consideration;
- (b) the Commissioner's Consideration; and
- (c) the Holder's Payment or the Commissioner's Payment (as the case may be);

which includes amounts proposed to be paid by way of equality of exchange and accompanies this Proposal, but is not part of this Proposal;

Plan means the plan of the Land showing all designations on page 2 of this Proposal;

Registrar means the Registrar-General of Lands appointed pursuant to section 4 of the Land Transfer Act 1952;

Rent Review means the process for determination of the rent payable under the Lease as set out in sections 6 - 8 of the Act;

Settlement Date means the settlement date defined in clause 3.1;

Surveyor-General means the Surveyor-General appointed under section 5 of the Cadastral Survey Act 2002;

Tenure Review means the tenure review of the Land being undertaken by the Commissioner under the Act;

Unconditional Date means the date that the Commissioner receives from the Holder an executed copy of this Proposal signed by the Holder containing the signed consents of all persons having an interest in the Land to the Holder's acceptance of this Proposal which results in the acceptance taking effect under the Act;

Vesting Date means the date on which the Crown Land vests in the Crown pursuant to the Act;

Working day means a day that is not a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Labour Day, or a day during the period commencing on any Christmas Day and ending with the 15th day of the following January or a day which is a provincial holiday in the place where the obligation is to be performed.

Works Consent means any and all consents required under the Resource Management Act 1991; and/or the Building Act 2004.

27.2 Construction of certain references

In this Proposal, unless inconsistent with the context:

- (a) a reference to a certificate of title includes a reference to a computer register;
- (b) words importing a gender include all genders;
- (c) reference to a statute includes reference to all enactments that amend or are passed in substitution for the relevant statute and to all regulations relating to that statute;
- (d) words in the singular include the plural and vice versa;
- (e) reference to a month means a calendar month;
- (f) reference to a person means an individual, a body corporate, an association of persons (whether corporate or not), a trust or a state or agency of a state (in each case, whether or not having separate legal personality);
- (g) references to sections, clauses, sub-clauses, parts, annexures, attachments, appendices, schedules, paragraphs and sub-paragraphs are references to such as they appear in this Proposal and form part of this Proposal;
- (h) headings are included for ease of reference only and will not affect the construction or interpretation of this Proposal;
- (i) all monetary amounts are expressed in New Zealand currency;
- (j) references to obligations includes reference to covenants, undertakings, warranties and, generally, obligations or liabilities of any nature properly arising whether directly or indirectly, under or in respect of the relevant contract, agreement or arrangement;
- (k) all references to times are references to times in New Zealand;
- (l) if the Holder comprises more than one person, each of those person's obligations, as Holder, will be both joint and several.

Schedule One: Provisions relating to the Schedule One Land

1 Details of Designation

1.1 Nil

Schedule Two: Provisions relating to the Schedule Two Land

1 Details of designation

1. Under this Proposal the land shown marked in pink vertical lines and labelled SR1 on the Plan, being **1038** hectares (approximately) is designated as land to be restored to or retained in Crown control as scenic reserve subject to:
 - (a) the granting of the easement concession (shown on the Plan as blue dashed line marked e-f, g-h) substantially as set out in **Appendix 6**;
 - (b) the granting of the recreation concession (shown on the Plan as SR1) substantially as set out in **Appendix 7**;
2. Under this Proposal the land shown shaded pink and labelled CA1 on the Plan, being **610** hectares (approximately) is designated as land to be restored to or retained in Crown control as conservation area subject to the granting of the recreation concession (shown on the Plan as CA1) substantially as set out in **Appendix 7**;
3. **Information Concerning Concessions over CA1 and SR1**

3.1. Recreation Concession

3.1.1. Description of activities [s.39(a)]:

Guided hunting, guided horse trekking and guided mountain biking.

3.1.2. Description of place(s) where activity to be carried out and proposed status [s.39(b)]

Area outlined in pink and labelled CA1 and SR1 on the Plan.

3.1.3. Description of potential effects of activity and any actions proposed to avoid, mitigate or remedy any adverse effect, [s.39(c)] noting the requirements of s.51(3)(a) and s.51(2)(d) of the CPLA

DOC staff will periodically visit the concession areas for a range of activities including surveillance and control of wild animals, weed control and recreation management and will therefore be aware if the concession activity is having any negative effects.

3.1.4. Details of the type of concession:

The concession will be under Section 17Q(1) Conservation Act 1987.

3.1.5. Duration of concession and reasons for duration [s.39(e)]:

- a) Duration of concession - 10 years.
- b) Reasons for duration – The concession is for the same term as the Land Act Recreation Permit held by the Concessionaire over the Hukarere pastoral lease.

3.1.6. Relevant information about the concessionaire including information relevant to the concessionaire's ability to carry out the activity [s.39(f)]:

- a) Concessionaire – Quintin Jon Hazlett, Rebecca Mary Hazlett.
- b) Relevant information – The concessionaire currently holds a recreation permit for similar activities over the same area. No negative effects associated with the current activities have been noted. It is expected that the concessionaire will honour the terms

and conditions of the concession and will have a positive working relationship with Departmental staff.

3.2. Easement Concession – Farm Access/Stock Droving

3.2.1. Description of activities [s.39(a)]:

To provide access for droving of farm stock with or without farm dogs and vehicles.

3.2.2. Description of place(s) where activity to be carried out and status [s.39(b)]

Area marked in pink vertical lines and labelled SR1 on the Plan

3.2.3. Description of potential effects of activity and any actions proposed to avoid, mitigate or remedy any adverse effect, [s.39(c)] noting the requirements of s.51(3)(a) and s.51(2)(d) of the CPLA

DOC staff will periodically visit the easement areas for a range of activities including surveillance and control of wild animals, weed control and recreation management and will therefore be aware if the concession activity is having any negative effects.

3.2.4. Details of the type of concession:

The concession will be under Section 17Q(1) Conservation Act 1987.

3.2.5. Duration of concession and reasons for duration [s.39(e)]:

- a) Duration – The concession shall be in perpetuity appurtenant to the land of the concessionaire to which it provides access.
- b) Reasons for duration – The tracks on which the easement lies provide the only practical access to areas of land to be freeholded under the Proposal.

3.2.6. Relevant information about the concessionaire including information relevant to the concessionaire's ability to carry out the proposed activity [s.39(f)]:

- a) Concessionaire – Quintin Jon Hazlett, Rebecca Mary Hazlett.
- b) Relevant information – The concessionaire currently uses the formed tracks over which the concession is to be granted. No negative effects associated with the current use of the track have been noted. It is expected that the concessionaire will honour the terms and conditions of the concession and will have a positive working relationship with DOC staff.

3.3. Easement Concession – Farm Access

3.3.1. Description of activities [s.39(a)]:

To provide access for farm management purposes, access by vehicle, foot and on or accompanied by horse for accessing the dominant land for farming purposes.

3.3.2. Description of place(s) where activity to be carried out and status [s.39(b)]

Area marked in pink vertical lines and labelled SR1 on the Plan. The dominant land is shaded green and yellow on the Plan.

3.3.3. Description of potential effects of activity and any actions proposed to avoid, mitigate or remedy any adverse effect, [s.39(c)] noting the requirements of s.51(3)(a) and s.51(2)(d) of the CPLA

DOC staff will periodically visit the easement areas for a range of activities including surveillance and control of wild animals, weed control and recreation management and will therefore be aware if the concession activity is having any negative effects.

3.3.4. Details of the type of concession:

The concession will be under Section 17Q(1) Conservation Act 1987.

3.3.5. Duration of concession and reasons for duration [s.39(e)]:

- a) Duration – 21 years
- b) Reasons for duration – The concessionaire's dominant land is not landlocked without this concession. 21 years provides for a high degree of certainty. Under the Conservation Act a longer term would require exceptional circumstances.

3.3.6. Relevant information about the concessionaire including information relevant to the concessionaire's ability to carry out the proposed activity [s.39(f)]:

- a) Concessionaire – Quintin Jon Hazlett, Rebecca Mary Hazlett
- b) Relevant information – The concessionaire currently uses the formed tracks over which the concession is proposed. No negative effects associated with the current use of the track have been noted. It is expected that the concessionaire will honour the terms and conditions of the concession and will have a positive working relationship with the DOC staff.

Schedule Three: Provisions relating to the Schedule Three Land

1 Details of designation

- 1.1 Under this Proposal the land shown shaded in green on the Plan, being **5,529** hectares (approximately) is designated as land to be disposed of by freehold disposal to the Holder subject to:
- (a) Part IVA of the Conservation Act 1987; and
 - (b) Section 11 of the Crown Minerals Act 1991; and
 - (c) The easement marked as a-b-c-d-e, b-i, and a-j-l-n-p-r-t, j-k, l-m, n-o, p-q, r-s, x-y-z, y-y1 on the Plan and substantially as set out in **Appendix 4**; and
 - (d) The covenants shown on the plan in yellow and marked CC1, CC2, CC3, CC4, CC5, CC6, CC7, CC8 substantially as set out in **Appendix 5**; and
 - (c) The continuation of the existing easement created by transfer 345690 to J E Eason and Sons Limited, as set out in **Appendix 8**.
-

Schedule Four: Conditions

Nil

Appendix 1: Consents – Example of Mortgagee Consent

[] as Mortgagee under Mortgage [] ("the Mortgage"), hereby:

- (a) consents to acceptance of the Proposal dated [] ("the Proposal") by [the Holder] ("the Holder") pursuant to the Crown Pastoral Land Act 1998 and agrees and consents to the registration of the documents affecting the Freehold Land referenced in the Proposal prior to the registration of any new mortgage to be granted in its favour over the Freehold Land ; and
- (b) agrees to sign and execute all deeds, agreements, schedules and other documents and do all acts and things as may be reasonably required by the Holder or the Commissioner to register a discharge of the Mortgage and any new mortgage over the Freehold Land.

Dated:

SIGNED by [])
in the presence of: []) _____

Witness Signature: _____

Witness Name:
Occupation:
Address:

Appendix 1: Consents (continued) - Example of "Other" Consent

[], being the party entitled to the benefit of [] registered against Lease [], hereby consents to the acceptance of the Proposal dated [] by [the Holder] pursuant to the Crown Pastoral Land Act 1998.

Dated:

SIGNED for and on behalf of)
[])
in the presence of:)

Witness Signature:

Witness Name:
Occupation:
Address:

Appendix 2: Example of Solicitors Certificate

Certifications

I [] hereby certify as follows:

1. [[insert name of Holder] ("the Holder") is a duly incorporated company under the Companies Act 1993. The Holder's entry into and performance of its obligations under the Proposal dated [] ("the Proposal") have been duly authorised by the directors and, if required, by the shareholders of the Holder. The Holder has executed the Proposal in accordance with its constitution.] **OR**

The entry into the Proposal dated [] ("the Proposal") by [insert name of Holder] ("the Holder") and performance of the Holder's obligations under the Proposal have been duly authorised by the trustees of the [insert name of trust] in accordance with its trust deed **OR**

[[insert name of Holder] ("the Holder") has delegated responsibility for signing the Proposal on its behalf to an attorney in accordance with its constitution. The attorney of the Holder has properly executed the Proposal in accordance with this power of attorney and in accordance with the Holder's constitution and a certificate of non-revocation is enclosed.]

2. The consent of each person that has an interest (registered or unregistered) in the Land (as that term is defined in the Proposal), to the Holder's acceptance of the Proposal has been obtained and included in the copy of the Proposal, signed by the Holder, that has been provided to the Commissioner.
3. [No consent, licence, approval or authorisation by any court, regulatory authority or governmental agency is required to enable the Holder to accept the Proposal, perform the Holder's obligations under the Proposal and to acquire the freehold interest in the Land (as defined in the Proposal).] **OR**

[All necessary consents, licences, approvals and authorisations required to enable the Holder to accept the Proposal, perform its obligations under it and to acquire the freehold interest in the Land (as defined in the Proposal) have been obtained. Evidence of the consents, licences, approvals and authorisations are attached to this letter.]

Yours faithfully

[signed by principal of law firm]

Appendix 3: Fencing Specifications

1.0 Fence Lines (A-B, B-C, C-D, D-E and E-F) - 8300 m

Type

New deer fencing

Standard requirements

- 1.1 General description: Fence construction shall be steel or ground treated (H4) Corsican (or equivalent quality) Pine round 2.7-metre medium 150mm diameter posts at 5 metre spacing where possible and on high ground as required, with deer netting fixed 1.80m x 125mm tanalised wooden intermediate posts on all high points and at 12m max spacings.
- 1.2 Wires: to be at conventional deer netting, 300mm vertical wire spacing.
- 1.3 Strainer posts and assemblies: Round steel or ground treated (H4) Corsican (or equivalent quality) Pine strainer posts to be 3 meters with a small end diameter (SED) diameter of not less than 200mm to be fully stayed with horizontal stay assemblies at all corners and angles (inside) 135 degrees or less. Angles greater than 135 degrees (inside) to have light strainers installed of 2.7metre length. Stays to be 2.7m x 125mm diameter. Where posts are dug in they must be properly footed and rammed.
- 1.4 The length of one strain should not be more than 300 meter depending on manufacturer's specifications.
- 1.5 Tie downs to be installed using a full-length steel standard where there is more than 5 degrees lift angle between posts.
- 1.6 Stream and Creek Crossings: All crossings other than very minor waterways to have sheep netting hung below the fence so that water may pass without detritus affecting the principal fence.
- 1.7 Materials: Wire to be to NZ Standard specification 3471:1974(NZS). "Y's" of best quality to be of Australian manufacture, wooden posts to be Corsican (or equivalent quality) Pine treated to NZ Standard specification 3607:1989(NZS).
- 1.8 Gates (2) to be of galvanised steel and in-filled with galvanised steel or chain mesh galvanised netting. Length to be 4.2 meters (14 feet).
- 1.9 Fencing to comply with best practice as set out in the LINZ Generic Fencing Specifications.

Specific requirements

Reserve Fence A-B, C-D (3800 m)

- 1.10 One 3.6m heavy duty steel gate Point C and one mid-way between A and B, as set out in the pre implementation report.
- 1.11 Bluff offs required at fence end at Point A to form a stock proof barrier.

- 1.12 A short section of netting and y-post fence with a top barbed wire is required at a marked point south of A as noted in the pre implementation report. The intent is to stop stock using this track for access. Fence will be approx. 8m long.

Conservation Fence E-F (4500m)

- 1.13 Five 3.6m heavy duty steel pipe gates.
- 1.14 Two 3.0m heavy duty steel pipe gates.
- 1.15 Bluff offs required at fence ends as set out in the pre implementation report to form a stock proof barrier.
- 1.16 A short section of netting and y-post fence with a top barbed wire is required between the bluffed points as set out in the pre implementation report. This short fence does not cross the creek but is located with a fiberglass rod on a stock track. The intent is to stop stock using this track for access. Fence will be approx. 8m long
- 1.17 A Flood gate is required across the major creek as noted in the pre implementation report to be constructed of netting and vertical wooden batons. Floodgate to be suspended from 4 x twisted 4.00mm wire anchored securely to sides of creek above high water line and operate independent to fence.
- 1.18 A 3.6m heavy duty steel gate to be installed in this line at "E" where the fence crosses the track.

2.0 Fence Lines on CC1, CC2 and CC7:

Type

A steel post and seven wire fence with steel Y stakes between posts.

Standard requirements

- 2.1 Steel y-post at 3m spacings. 1.65m long (Min weight 1.95kg/m).
- 2.2 1.80m x 125mm tanalised wooden intermediate posts on all high points and at 12m max spacing's.
- 2.3 2.1m x 200mm tanalised timber strainer posts for all end of strains, gateways and intermediate corners. Either footed or tied down.
- 2.4 2.4m x 125mm timber stay posts on all ends of strains and on intermediate corners not tied back.
- 2.5 Tie backs permitted on both sides of fence line
- 2.6 1 x 4.00mm bottom wire and 6 x 3.55mm medium tensile wires with top wire tied on firmly with 3.15mm wire.
- 2.7 Bottom wire to remain 100 - 150 mm clear of ground.
- 2.8 4.00mm wire for all tie downs and tie backs, with all tiebacks having at least 2 anchor points
- 2.9 Permanent type wire strainers on all wires. Max length of strains 300m and strained to manufacturers specifications.

- 2.10 50 x 4 mm barbed staples driven well in but allowing wire to run through. Posts on high points to be double stapled.
- 2.11 1.65m T-Irons in lieu of intermediate posts acceptable in rocky sections of fence lines and where the fence line descends steeply and line clearance has not been possible.
- 2.12 All gates to be swung to open fully to close against opposite strainer and secured with a full wrap around hook and chain.

Specific requirements

Covenant Fence (CC7) O-P, Q-R (800 m)

- 2.13 Gates are required between O and P on the entrance of the track and between Q-R. These gates are to be pipe gates 3.6 metres wide.

Covenant Fence (CC2) W-X-Y-W (5000 m)

- 2.14 This line has not been walked or GPS'd. The new fence should follow the bush line where possible. Where the line passes through the bush areas, minimal hand clearance is required.
- 2.15 A gate is required at a suitable point to allow for the removal of stock from the covenant area if required.

Covenant Fence (CC1) G-H, I-J, K-L, M-N (3100 m)

- 2.16 G-H will run along the north side of the farm track running west from the main farm track. The public access easement will be on the north side of the fence.

3.0 General Matters applicable to the Commissioner and Holder's Fencing

3.1 New Materials

All materials forming a permanent part of the fence shall be new and shall conform to any relevant New Zealand or international standard.

3.2 Standards

Materials forming a permanent part of the specified fence shall conform to the applicable standard. Such materials shall either identify the applicable standard on the label or certificate from the supplier or manufacturer shall be supplied stating the materials have been manufactured in a process that has been tested and which conforms to that standard.

Current standards that apply to fencing materials include but may not be limited to:

- 3471:1974 (NZS) Specifications for galvanized steel fencing wire plain and barbed.
- 3607:1989 (NZS) Specifications for round and part round timber fence posts.
- 3640:1992 (NZMP) Specifications of the minimum requirements of the NZ Timber Preservation Council Inc.
- D360:1986 (NZS/ASTM) Creosote Treatment
- 4534:1998 (AS/NZS) Zinc and zinc/aluminum alloy coating on steel wire.

- 4680:1999 (AS/NZS) Hot dip galvanized (zinc) coating on fabricated ferrous articles.

Where no applicable standard exists then materials shall be of best quality as generally accepted in the New Zealand farming and fencing industries.

Documentation would be required of:

- Manufacturers (or suppliers) warranties and test certificates where applicable.
- Guarantee certificates that transfer to the owners of the completed fences.
- Remedies available under the guarantee.
- Installation instructions for hardware where applicable to the warranty and guarantee.

3.3 Blasting

Any blasting required to loosen or remove rock shall be undertaken using electric detonators to reduce the risk of fire. No major earthworks/ earth disturbance, line benching or access track formation is necessary for the completion of the proposed fencing.

3.4 Drilling

Any rock drilling will be undertaken with a rock drill no larger than 40mm diameter.

3.5 Spiking

Where placement of posts requires spiking, the spike shall be 90mm or more diameter.

3.6 Lacing

The top wire is to be laced to the top of the steel Y stake with 3.15 mm (9 gauge) wire.

3.7 Materials General

The following material shall be used except where these have been specifically modified by the specifications above which shall take precedence:

- Fence wire will be 3.15mm galvanized medium tensile steel wires and 4 mm galvanized mild steel wire all of which are to be of good quality. Tie-downs and tie-backs will be 4mm galvanized mild steel kept clear of any ground contact.
- Infill posts will be steel Y stakes or galvanized T irons for use on high spots.
- All timber posts used will be round and ground treated.
- Staples will be 50mm x 4mm barbed galvanized steel.
- Permanent wire strainers are to be of the yoke and reel type with a sprung loaded locking bar.

3.8 Best Practice

The following best fencing practice must be adhered to:

- Length of strains to be determined by the territory but to not exceed 300 metres to conform to best practice and if applicable the wire manufacturing recommendations. Strain to account for weather conditions at time of strain.
- Under no circumstances are any strainers, stays or posts to be shortened either prior to or subsequent to their placement in the ground.
- All strainers are to be dug in or driven and rammed and footed. No.8 (4 mm) galvanised steel wire is to be used on foots. Strainer, angle and intermediate posts are to have a minimum of 117 cm (46") out of the ground. Stays are to be 1/3 of the way up posts.
- Wires are to be located on the grazing side of the boundary, except where there is a high risk of snow damage where they shall be placed on leeward side away from the prevailing snow. The bottom wire to be 100 -150 mm above the ground.
- Post staples are to be driven well in but allow the wire to run through. All wires are to be securely and neatly tied off and strained evenly. Figure 8 knots are to be used in all joins.
- Swung gate must close against a post and be able to fully open back against the fence.
- Netting to be hung at creek and river crossings and left to swing independent of the fence.
- Tie downs are to consist of half or full steel Y stakes according to conditions and the tie down is to be with 4mm mild steel galvanised wire (which is to remain above ground). If a post is a tie down, it is to be fixed to the Y stake by a 150mm x 6mm galvanized nail. Anywhere that there is a 100 mm or more upward pull on the wires is to have a tie down placed.
- Tie backs can be used on angle posts or T irons and are permitted on both sides of the fence.
- The location, risk of snow, strong winds and vegetation cover will require that the proposed fence lines are cleared of vegetation and minor undulations prior to fence construction.

Appendix 4: Form of Public Minister of Conservation Management Purposes Easement Marked a-b-c-d-e, b-i, and a-j-l-n-p-r-t, j-k, l-m, n-o, p-q, r-s, x-y-z, y-y1 on the Plan.

TRANSFER GRANT OF EASEMENT IN GROSS

For Public Access and Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER

Land Transfer Act 1952

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

Land Registration District

OTAGO

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

--	--	--

Grantor Surnames must be underlined

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

Grantee Surnames must be underlined

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

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

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

Consideration

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

Operative Clause

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

Dated this day of

Attestation

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

Certified correct for the purposes of the Land Transfer Act 1952

Adapted from doc-DM 1133092 Public and Mgmt Purposes Easement
DOC-1245282 Public Access and DOC Management Purposes Easement

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Solicitor for the Transferee

Annexure Schedule

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

Transfer Easement

Dated

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of

Pages

Definitions

1 In this transfer unless the context otherwise requires:

- 1.1 "Easement Area" means that part of the Servient Land being 10 metres wide which is marked ["a-b", "a-b-c-d-e", "d-g", "a-j-l-n-p-r-t", "j-k", "n-o", "p-q", "r-s", "b-i", "l-m" and "x-y-z"] on Deposited Plan/SO Plan No [.....].
- 1.2 "Management Purposes" means:
- the protection of a significant inherent value of any land managed by the Grantee;
 - the ecological sustainable management of any land managed by the Grantee.
 - the management of the Easement Area consistent with the purposes for which the easement is held under the Conservation Act 1987 or the Reserves Act 1977.
- 1.3 "Servient Land" means the land owned by the Grantor and described on page 1.
- 1.4 "Grantee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes tenants, agents, invitees, contractors, licensees and employees of the Minister of Conservation and the Director-General of Conservation; and for the purposes of clauses 2.1 and 2.2 only, includes any member of the public.
- 1.5 "Grantor" means the owner of the Servient Land described on page 1 and includes the Grantor's tenants and invitees.
- 1.6 "Working day" means the period between any one midnight and the next, excluding Saturdays, Sundays and statutory holidays in the place where the Servient Land is located.

Standard Easement Terms

Access

2. The Grantee has the right in common with the Grantor:

- 2.1 To pass and re-pass at any time over and along that part of the Easement Area marked "a-b-c-d-e", "d-g" and "a-j-l-n-p-r-t", "b-i", "j-k", "l-m", "n-o", "p-q", "r-s" and "x-y-z" on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
- 2.2 To pass and re-pass at any time over and along that part of the Easement Area marked "x-y-z" on foot, on or accompanied by horses or by non-motorised vehicle powered by a person or persons, or by motor vehicle.
- 2.3 To pass and re-pass at any time over and along that part of the Easement Area marked "a-b", "a-b-c-d-e", "b-i", "d-g", "a-j-l-n-p-r-t", "j-k", "l-m", "n-o", "p-q", "r-s" "x-y-z" and "y-y1" on foot, or on or accompanied by horses, or by non-motorised vehicle, or by motor vehicle, with or without machinery and implements of any kind, with or without guns and accompanied by dogs, for Management Purposes.

Annexure Schedule

Insert below
“Mortgage”, “Transfer”, “Lease”, etc

Transfer Easement Dated Page of Pages

3. The Grantor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Grantor.

Exclusion of Schedules

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

Term

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

Temporary Suspension

- 6.1 The Grantee; not being a member of the public may, at any time in exercise of her/his powers, temporarily close all or part of the Easement Area to members of the public for such period as she/he considers necessary.
- 6.2 For the avoidance of doubt, it is stated that any such temporary closure by the Grantee of all or part of the Easement Area to the public in accordance with clause 6.1 does not affect the rights of the Grantor to continue to access and use the Easement Area.

Dispute Resolution

- 7.1 If a dispute arises between the Grantor and Grantee concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 7.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
- 7.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President for the time being of the New Zealand Law Society.
- 7.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

- 8.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
 - (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by email to the receiving party.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.
Adapted from doc-DM 1133092 Public and Mgmt Purposes Easement Jan 13
DOC-1245282 Public Access and DOC Management Purposes Easement May2016

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

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

Transfer Easement

Dated

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Pages

- 8.2 If clause 8.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 8.3 If clause 8.1(c) applies the notice will be deemed to have been received on the day on which it is emailed if that day is a working day or, if dispatched after 5.00pm, on the next working day after the date of email.

Gates

9. Where the Grantor wishes to erect fences across the Easement Area, the Grantor shall install a gate not less than 3 metres wide, and either:
- 9.1 Keep the gate unlocked at all times, or
- 9.2 Ensure the Grantee is provided with a key to the gate; AND
- 9.3 Install a stile or appropriate facility to allow for public access by foot, horse or non-motorised vehicle.
10. The Grantee (not being a member of the public) has the right:
- 10.1 To mark the Easement Area as appropriate.
- 10.2 To erect and maintain stiles and/or gates.
- 10.3 To erect and maintain signs informing the public:
- (a) of the location of the land managed by the Crown and available for public access and recreation; and
- (b) of their rights and responsibilities in relation to the Easement Area.
- 10.4 From time to time to modify the surface of the Easement Area so that it becomes and remains fit for the purpose of clauses 2.1 and 2.2 *and* 2.3 *etc.*
- 10.5 To use whatever reasonable means of access he/she thinks fit over the Easement Area to carry out the works in clause 10.1 to 10.4.

Special Easement Terms

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

11. If the Grantee (being a member of the public) has a hunting permit, issued by the Director-General of Conservation for public conservation land to which the Easement Area provides access, they may carry a hunting weapon (including a gun) on the Easement Area for the purpose of gaining access to hunt on that land. Where such members of the public have the prior permission of the Grantor and this is authorised by the hunting permit, they may also be accompanied by dogs.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Adapted from doc-DM 1133092 Public and Mgmt Purposes Easement
DOC-1245282 Public Access and DOC Management Purposes Easement

Jan 13
May2016

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

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

Transfer Easement Dated Page of Pages

12. In the event there is a permanent shift in the course of Parasol Creek which results in an accretion of land to the Grantor and the corresponding movement of marginal strips held under Part 4A of the Conservation Act 1987 such that the Easement Area no longer adjoins the marginal strip providing a contiguous right of way, the parties are agreed that:
 - 12.1 The Grantor will grant a right of way on the same terms as are contained herein over the adjoining land of the Grantor between the Easement Area and the marginal strip ("New Easement").
 - 12.2 The New Easement shall adjoin as close as practicable to the line of the Easement Area consistent with the degree of facility provided by the Easement Area, to the intent that the impact on the balance of the Grantor's land shall be minimised.
 - 12.3 The process of addition of a New Easement shall be repeated as often as is required to ensure a contiguous right of way Easement which may be used by the Grantee.
 - 12.4 All costs of surveying, documenting and registering any New Easement shall be met jointly by the Grantor and the Grantee.
 - 12.5 Any dispute arising as to the proper interpretation and application of this clause shall be determined in accordance with the dispute resolution clauses in clause 6 herein.
13. In relation to clauses 2.1 and 2.2 members of the public may only use the Easement Area marked a-j-l-n-p-r-t, j-k, n-o, p-q, r-s, l-m, on weekends and public holidays during the period between December 1 and May 15 inclusive.
14. In addition to the access granted under clauses 2.1 and 2.2 above, members of the public may use the Easement Area while on or accompanied by horses provided they have the prior permission of the Grantor, which permission shall not be unreasonably withheld.
15. When the Easement Area or any part thereof is to be used by the Grantee under clause 2.3, the Grantee shall make reasonable efforts to notify the Grantor a minimum of 24 hours prior to use, and shall have regard to any reasonable requests of the Grantor relating to farm management. In an emergency the Grantee shall make reasonable efforts to contact the Grantor prior to entering the Easement Area.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.
Adapted from doc-DM 1133092 Public and Mgmt Purposes Easement Jan 13
DOC-1245282 Public Access and DOC Management Purposes Easement May2016

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

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access

Land Transfer Act 1952

Law Firm Acting
Solicitor Legal Services Department of Conservation Dunedin

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

Appendix 5: Form of the Conservation Covenant Marked CC1, CC2, CC3, CC4, CC5, CC6, CC7, and CC8 on the Plan.

DATED _____

Between

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

and

MINISTER OF CONSERVATION
("the Minister")

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



Department of Conservation
Te Papa Atawhai

THIS DEED of COVENANT is made the day of

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

AND **MINISTER OF CONSERVATION**

BACKGROUND

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

OPERATIVE PARTS

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

1. INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- “Act” means the Reserves Act 1977.
- “Covenant” means this Deed of Covenant made under section 77 of the Act.
- “Director-General” means the Director-General of Conservation.
- “Fence” includes a gate.
- “Fire Authority” means a Fire Authority as defined in the Forest and Rural Fires Act 1977.
- “Land” means the land described in Schedule 1.
- “Minerals” means any mineral that is a Crown owned mineral under section 2 of the Crown Minerals Act 1991.

“Minister”	means the Minister of Conservation.
“Natural Water”	includes water contained in streams the banks of which have, from time to time, been realigned.
“Owner”	means the person or persons who from time to time is or are registered as the proprietor(s) of the Land.
“Party” or “Parties”	means either the Minister or the Owner or both.
“Values”	means any or all of the Land’s natural environment, landscape amenity, wildlife, freshwater life, marine life habitat or historic values as specified in Schedule 1.
“Working Day”	means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:

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

2. OBJECTIVE OF THE COVENANT

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

3. THE OWNER’S OBLIGATIONS

- 3.1 Unless agreed in writing by the parties, the Owner must not carry out or allow to be carried out on or in relation to the Land:
 - 3.1.1 grazing of the Land by livestock;
 - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

- 3.1.3 the planting of any species of tree, shrub or other plant;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, chemical spraying, top dressing or sowing of seed;
 - 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have an adverse effect on the Values.
 - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and in particular comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 grant to the Minister or authorised agent of the Minister or any employee or contractor of the Director-General, a right of access at all times on and to the Land, with or without motor vehicles, machinery, and implements of any kind, for purposes associated with the management of this Covenant;
 - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, rebuild or replace all such Fences when reasonably required except as provided in clause 4.2.

4. THE MINISTER'S OBLIGATIONS

- 4.1 The Minister must have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.
- 4.2 The Minister must repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister

or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.

5. IMPLEMENTATION OF OBJECTIVES

5.1 The Minister may;

5.1.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1;

5.1.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.1;

5.1.3 prepare, in consultation with the Owner, a monitoring plan to assist the parties to meet the objectives specified in clause 2.1.

6. DURATION OF COVENANT

6.1 This Covenant binds the Minister and Owner in perpetuity to the rights and obligations contained in it.

7. OBLIGATIONS ON SALE, ASSIGNMENT OR OTHER DEPOSAL OF LAND

7.1 If the Owner sells, leases, or parts with possession of the Land, or hands over control of the Land to any other person, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, assignee or manager to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, assignee or manager to ensure that on any subsequent sale, lease, assignment, or change in control of the Land, any subsequent purchaser, lessee, assignee or manager must also comply with the terms of this Covenant including this clause.

7.2 A Transferee of the land will at law be bound by the registered Covenant. Such transfer is deemed to provide the agreement to comply with the terms of this covenant required by Clause 7.1

8. MISCELLANEOUS MATTERS

8.1 Rights

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

8.2 Trespass Act:

8.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

8.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

8.3 Reserves Act

8.3.1 Subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications,

apply to the Land as if the Land were a reserve, notwithstanding that the Land may from time to time be sold or otherwise disposed of.

8.4 Titles

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

8.5 Acceptance of Covenant

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

8.6 Fire

8.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wild fire threatening the Land;

8.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

8.6.2.1 requested to do so; or

8.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

9. NOTICES

9.1 A notice to be given under this Covenant by one party to the other is to be in writing and made by personal delivery, by pre-paid post, or by email addressed to the receiving party at the address or email address set out in Schedule 1.

9.2 A notice given in accordance with clause 9.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third Working Day after posting;
- (c) in the case of email, on the day on which it is dispatched if that is a Working Day or, if it is not a Working Day or if it is dispatched after 5.00pm, on the next Working Day after the date of dispatch.

9.3 The Owner must notify the Minister of any change of ownership or control of all or part of the Land and must supply the Minister with the name and address of the new owner or person in control.

10. DEFAULT

10.1 Where either the Minister or the Owner breaches any of the terms and conditions contained in this Covenant the other party:

10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

10.2 Should either the Minister or the Owner become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

10.2.1 advise the defaulting party of the default.

10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11. DISPUTE RESOLUTION PROCESSES

11.1 If any dispute arises between the Minister and the Owner in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

11.2 Mediation

11.2.1 if the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

11.2.2 if the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

11.3 Failure of Mediation

11.3.1 in the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;

11.3.2 notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President of the New Zealand Law Society;

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

12. JOINT OBLIGATIONS

12.1 The Owner or the Minister may, by mutual agreement, carry out any work or activity or improvements or take any action either jointly or individually to better preserve the Values.

13. FURTHER AGREEMENT AND APPROVAL

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

13.2 Where clauses in this Covenant require the approval of the Minister such approval must not be unreasonably withheld.

14. SPECIAL CONDITIONS

- 14.1 Special conditions relating to this Covenant are set out in Schedule 2.
- 14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

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

Witness: _____

Address : _____

Occupation: _____

SCHEDULE 1

1. Description of Land

All those pieces of land containing a total of approximately 394 hectares comprising multiple parcels as marked on the Designations Plan and as further described below:

- CC1 in the lower reaches of Little Parasol Creek comprising approximately 94 hectares
- CC2 in the mid reaches of Doakes Creek comprising approximately 37 hectares
- CC3 adjacent to the Pomahaka River comprising approximately 6 hectares
- CC4 in the headwaters of the Parasol Creek comprising approximately 84 hectares
- CC5 in the mid reaches of Parasol Creek comprising approximately 148 hectares
- CC6 in the Devils Gorge adjacent to the Pomahaka River and below the Hukarere Crown Rock Road comprising approximately 14 hectares
- CC7 two areas in the Devils Gorge adjacent to the Pomahaka River and below the Hukarere Crown Rock Road comprising approximately 8 hectares
- CC8 in the Devils Gorge adjacent to the Pomahaka River and below the Hukarere Crown Rock Road comprising approximately 2.4 hectares

2. Address for Service

The address for service of the Minister is:

Department of Conservation
77 Stuart Street
PO Box 5244
Dunedin
Ph: (03) 477 0677
Email: permissionsdunedin@doc.govt.nz

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

Quintin Jon Hazlett and Rebecca Mary Hazlett
Hukarere Station
869 Hukarere Station Road
RD 2
Tapanui
Ph: (03) 204 0719
Email: hazlett@yrless.co.nz

3. Values of Land to be Protected (Section 77, Reserves Act 1977)

Background:

Due to their steep and inaccessible nature these areas have not been developed for farming or pastoral purposes. All areas support shrublands and or forest which collectively contain a suite of botanical values and provide a natural component to the predominantly pastoral landscape.

Values of the Land to be protected

<i>Label on Designation Plan</i>	Values
CC1	Natural Environment, Wildlife habitat (including Riparian) and Freshwater-Life Habitat. Regenerating indigenous shrublands and forest in Little Parasol Creek. In particular: once common and now rare intact low altitude eastern Southland, shrublands and forest possessing rare or notable indigenous plants (including kowhai, tree daisy <i>Olearia fimbriata</i> and <i>O.lineata</i>), riparian habitat and habitat for a diverse insect fauna.
CC2	Natural Environment and Wildlife Habitat Indigenous shrublands and remnant silver beech forest. In particular: now uncommon forest and regenerating shrublands in lowland eastern Southland containing: <ul style="list-style-type: none"> • remnant silver beech forest • rare indigenous plants: <i>O. fimbriata</i>, <i>O. lineata</i>, <i>Uncinia strictissima</i> and <i>Epilobium insulare</i> • habitat for a diverse insect fauna • Halls totara which is uncommon in the Umbrella Ecological District
CC3	Natural Environment (including Riparian) and Freshwater-Life Habitat. Indigenous regenerating shrublands and forest on the margins of the Pomahaka River. In particular: a relatively unmodified indigenous riparian environment with <i>Olearia</i> woodlands including <i>O. lineata</i> .
CC4	Natural Environment Valley floor and side branch beech forest and dense regenerating shrublands.
CC5	Natural Environment and Wildlife Habitat The natural environment consists of rough stream beds, bluffs and some more open country. In particular: once common and now rare in lowland Eastern Southland intact stands of mature beech forest, regenerating forest and floristically diverse shrublands (including <i>O. fimbriata</i>) which provide habitat to a rich distinctive insect fauna including new species, many of which are host specific.
CC6 and CC8	Natural Environment (including Riparian), Wildlife Habitat and Freshwater-Life Habitat In particular: shrublands contain <i>O. fimbriata</i> , <i>Teucrium parvifolium</i> and <i>O. lineata</i> . <i>Olearia</i> woodlands support a rich distinctive insect fauna including new species, many of which are host specific.
CC7	Natural (including Riparian) Environment and Wildlife Habitat. In particular: relatively unmodified indigenous shrublands on the Pomahaka River containing <i>O. fimbriata</i> , <i>O. lineata</i> and <i>Teucrium parvifolium</i> which support a rich distinctive insect fauna including new species, many of which are host specific.

SCHEDULE 2

Special Conditions

Special Conditions Applying to ALL Parts of the Land:

Monitoring

1. The Minister may undertake monitoring on the Land to protect the Values of the Land as follows:
 - 1.1. At the commencement of this Covenant, the Minister will establish a photo-point monitoring programme on various points on the Land to record the Values at that time. The Minister will use an appropriate methodology to undertake this monitoring in accordance with current best practice.
 - 1.2. The Minister may re-monitor the photo-points established on the Land at such intervals as the Minister considers are appropriate to show whether there has been any change in the Values of the Land.
 - 1.3. The Minister may undertake such alternative or additional monitoring as she considers necessary to protect the Values of the Land.
 - 1.4. The Minister will share the results of any monitoring she undertakes with the Owner.
2. If in the opinion of the Minister there are any issues identified with the Values of the Land as a result of monitoring, the Minister will work with the Owner to assess whether any changes in the Owner's management of the Land are necessary to achieve the objective of the Covenant. The Minister will liaise with the Owner in implementing any such changes and the Owner will cooperate in giving effect to any changes considered necessary by the Minister.

Special Conditions Applying ONLY to the Specified Parts of the Land:

Specified Part of the Land	Special condition(s) applying:
CC2	3. Notwithstanding clauses 3.1.4 and 3.1.8, the Owner may lay an over ground pipe (<40mm diameter) through the Land for the purpose of taking stock water from Doakes Stream.
CC4	4. Notwithstanding clause 3.1.1, the Owner must not deliberately encourage stock to graze the Land. The Minister accepts some stock may wander into this part of the Land.
CC5	5. Notwithstanding Clause 3.1.2, the Owner may undertake vegetation clearance for access along the line marked "b-i" on the Designations Plan over an area no wider than 10 metres to undertake weed control in this part of the Land.
CC6	6. Notwithstanding clause 3.1.1, the Owner must not deliberately encourage stock to graze the Land. The Minister accepts some stock may wander into this part of the Land.
CC8	7. Notwithstanding clause 3.1.1, the Owner must not deliberately encourage stock to graze the Land. The Minister accepts some stock may wander into this part of the Land.

GRANT of

Correct for the purposes of the
Land Transfer Act 1952
Solicitor for the Minister

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

COMMISSIONER OF CROWN
LANDS

to

MINISTER OF CONSERVATION

Solicitor
Department of Conservation
DUNEDIN

Appendix 6: Form of the easement concession marked e-f, g-h on the Plan.



Concession Document (Easement)

THIS CONCESSION is made this day of

PARTIES:

1. **Minister of Conservation** (the Grantor)
2. **Quintin Jon Hazlett and Rebecca Mary Hazlett** (the Concessionaire)

BACKGROUND

- A. The Department of Conservation ("Department") Te Papa Atawhai is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- B. The land described in Item 1 of Schedule 1 as the Servient Land is a Conservation Area or a Reserve under the management of the Grantor.
- C. The land described in Item 2 of Schedule 1 as the Dominant Land is freehold land of the Concessionaire.
- D. 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).
- E. The Concessionaire wishes to carry out the Concession Activity on the Easement Area subject to the terms and conditions of this Concession.
- F. The Grantor has agreed to grant the Concessionaire an Easement appurtenant to the Dominant Land over that part of the Servient Land specified as the Easement Area.

OPERATIVE PARTS

1. In exercise of the Grantor's powers under the Crown Pastoral Land Act 1998, and the Conservation Act 1987 or the Reserves Act 1977 as relevant, the Grantor **GRANTS** to the Concessionaire an **EASEMENT APPURTENANT** to the Dominant Land to carry out the Concession Activity on the Easement Area subject to the terms and conditions contained in this Concession and its Schedules.

<p>_____</p> <p>SIGNED on behalf of the Minister of Conservation by [insert name and title of delegate]</p> <p>acting under delegated authority in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Witness Occupation: _____</p> <p>Witness Address: _____</p> <p>A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-22 Manners Street, Wellington.</p>	<p>_____</p> <p>SIGNED by Quintin Jon Hazlett in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Witness Occupation: _____</p> <p>Witness Address: _____</p> <p>_____</p> <p>SIGNED by Rebecca Mary Hazlett in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Witness Occupation: _____</p> <p>Witness Address: _____</p>
--	--

SCHEDULE 1

<p>1.</p>	<p>Servient Land (Schedule 4)</p>	<p>As marked on the Proposed Designations plan attached in Schedule 4 being the area marked in pink and labelled SR1:</p> <p><i>Physical Description/Common Name:</i> <i>Land Status:</i> <i>Area:</i> <i>Legal Description:</i></p>
<p>2.</p>	<p>Dominant Land (Schedule 4)</p>	<p>As marked on the Proposed Designations plan in Schedule 4 being the area shaded in green:</p> <p><i>Physical Description/Common Name:</i> <i>Land Status:</i> <i>Area:</i> <i>Legal Description:</i></p>
<p>3.</p>	<p>Easement Area (Schedule 4)</p>	<p>As marked on the Proposed Designations Plan attached in Schedule 4 being the land between the points shown as dotted blue line and labelled e-f and g-h and being 20 metres wide centred on the formed farm track.</p> <p><i>Legal Description:</i></p>
<p>4.</p>	<p>Concession Activity (clause 2)</p>	<p>(a) a right of way easement labelled e-f: for farm management purposes only for the Concessionaire (including the Concessionaire's tenants and contractors) on foot, on or accompanied by horses, by motor vehicles, with or without machinery and implements of any kind, and with or without domestic livestock, guns and farm dogs. Droving of farm stock is permitted on this easement.</p> <p>(b) a right of way easement labelled g-h: for farm management purposes only for the Concessionaire (including the Concessionaire's tenants and contractors) on foot, on or accompanied by horses, by motor vehicles, with or without machinery and implements of any kind. Droving of farm stock is not permitted on this easement.</p>
<p>5.</p>	<p>Term (clause 3)</p>	<p>(a) Easement labelled e-f: In perpetuity commencing on the date (the commencement date) that an approved plan is registered vesting the Servient Land in the Crown.</p> <p>(b) Easement labelled g-h: 21 years commencing on the date (the commencement date) that an approved plan is registered vesting the Servient Land in the Crown.</p>
<p>6.</p>	<p>Final Expiry Date (clause 3)</p>	<p>(a) Easement labelled e-f: Not Applicable (b) Easement labelled g-h: The 21st anniversary of the commencement date.</p>

7.	Concession Fee (clause 4)	A one-off fee has (in effect) been accounted for on behalf of the Grantor as part of the substantive proposal put by the Commissioner of Crown Lands and accepted by the Concessionaire on [date] and for which an approved plan has been registered pursuant to section 65 of the Crown Pastoral Land Act 1998.
8.	Concession Fee Payment Date (clause 4)	Not Applicable – see item 7 above.
9.	Penalty Interest Rate (clause 4)	Double the current Official Cash Rate (OCR). <u>See Reserve Bank of New Zealand website</u>
10.	Insurance (To be obtained by Concessionaire) (clause 9)	<p><u>Types and amounts:</u> Public Liability Insurance for: (a) general indemnity for an amount no less than \$1,000,000; and (b) Forest and Rural Fires Act extension for an amount no less than \$250,000; and Third party vehicle liability for an amount no less than \$500,000.00 Insurance amounts subject to review (clause 9)</p>
11.	Addresses for Notices (clause 19)	<p>The Grantor's address is: Physical Address: Department of Conservation Conservation House 77 Lower Stuart Street Dunedin 9016</p> <p>Postal Address: PO Box 5244 Moray Place Dunedin 9058</p> <p>Phone: (03) 477 0677 Email: permissionsdunedin@doc.govt.nz</p>
		<p>Quintin Jon Hazlett and Rebecca Mary Hazlett Hukarere Station 869 Hukarere Station Road RD2 Tapanui 9587 Phone: (03) 204 0719 Email: hazlett@yrless.co.nz</p>

Note: The clause references are to the Grantor's Standard Terms and Conditions set out in Schedule 2.

SCHEDULE 2

STANDARD TERMS AND CONDITIONS

1. Interpretation

1.1 In this Concession, unless the context otherwise requires:

"Background" means the matters referred to under the heading 'Background' on the first page of this Document, and words used in the Background have the meaning given to them in this clause 1.1.

"Commencement date" means the date that an approved plan is registered vesting the Land in the Crown as conservation area.

"Concession Fee" means the amount specified in Item 7 of Schedule 1 and required by the Grantor under section 53 of the Crown Pastoral Land Act 1988 and section 17X of the Conservation Act 1987 for the adverse effects of the Concession Activity on the Crown's or public's interest in the Easement Area.

"Concession" means this document and any subsequent amendments and all schedules, annexures, and plans attached to it.

"Concessionaire" means the registered proprietor for the time being of the Dominant Land and includes the Concessionaire's successors, assigns, executors, and administrators.

"Concession Activity" means the use of the Easement Area by the Concessionaire for purposes specified in Item 4 of Schedule 1.

"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.

"Dominant Land" means the land specified in Item 2 of Schedule 1.

"Easement" means the Appurtenant Easement granted under this Document by the Grantor to the Concessionaire under section 17Q of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

"Easement Area" means that part of the Servient Land specified in Item 3 of Schedule 1.

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

"Servient Land" means a Conservation Area or Reserve being the land more particularly described in Item 1 of Schedule 1.

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

"Term" means the period of time specified in Item 5 of Schedule 1 during which this Document operates.

1.2 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients, tenants and invitees (excluding other members of the public accessing the Easement Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Easement Land), as if the breach had been committed by the Concessionaire.

- 1.3 In this Concession unless the context otherwise requires:
- (a) a reference to a party is a reference to a party to this Concession;
 - (b) words appearing in this Concession which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
 - (c) a provision of this Concession to be performed by two or more persons binds those persons jointly and severally;
 - (d) words in a singular number include the plural and vice versa;
 - (e) words importing a gender include other genders;
 - (f) 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 Concession;

2. What is being authorised?

- 2.1 The Concessionaire is only allowed to use the Easement Area for the Concession Activity.

3. How long is the Concession for - the Term?

- 3.1 This Concession commences on the date specified in Item 5 of Schedule 1 and ends on the Final Expiry Date specified in Item 6 of Schedule 1.

4. What are the fees and when are they to be paid?

- 4.1 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee plus GST on the Concession Fee Payment Date specified in Items 7 and 8 of Schedule 1.
- 4.2 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 9 of Schedule 1.

5. Are there any other charges?

- 5.1 The Concessionaire must pay all levies rates and other charges, including utility charges payable in respect of the Easement Land or for the services provided to the Easement Land which relate to the Concessionaire's use of the Easement Land or the carrying on of the Concession Activity. Where the Grantor has paid such levies, rates or other charges the Concessionaire must on receipt of an invoice from the Grantor pay such sum to the Grantor within 14 days of receiving the invoice. If payment is not made within the 14 days then the Concessionaire is to pay interest on the unpaid sum from the date payment was due until the date of payment at the Penalty Interest Rate specified in Item 9 of Schedule 1.

6. What are the obligations to protect the environment?

- 6.1 Without the prior written consent of the Grantor, the Concessionaire must not allow or carry out any of the following on the Easement Area:
- (a) cut down or damage any vegetation;
 - (b) bring any animals onto the easement area other than those specified in item 4 of Schedule 1 ;
 - (c) disturb, or allow any stock to disturb any stream or watercourse;
 - (d) undertake any earthworks or disturbance to the ground, other than as required for repair or maintenance;
 - (e) damage any natural feature or historic resource;
 - (f) light any fire on the Easement Land.
- 6.2 The Concessionaire must at its cost keep the easement facility (as defined in Schedule 5) now or hereafter upon the Easement Area, in good order, condition and repair and must keep the Easement Area in a clean and tidy condition and must not store hazardous materials on the Easement Area nor store other materials on the Easement Area where they may obstruct the public or create a nuisance.
- 6.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 6.
- 6.4 The Concessionaire may bring firearms on to the Easement Area for use in connection with the Concession Activity and pest control operations.
- 6.5 For the purposes of the Concession Activity, the Concessionaire may take onto or use vehicles on the Easement Area on existing formed access tracks only.

7. When can structures be erected?

- 7.1 The Concessionaire must not erect, nor place any structures on, under or over the Easement Land without the prior consent of the Grantor.
- 7.2 The Concessionaire must keep and maintain and structures and facilities on and alterations to the Easement Area in good repair.

8. What if the Concessionaire wishes to surrender the Concession?

- 8.1 If the Concessionaire wishes to surrender this Concession or any part of it during the currency of the Term, then the Grantor may accept that surrender on such conditions as the Grantor considers appropriate.

9. What are the liabilities and who insures?

- 9.1 The Concessionaire agrees to use the Easement Area at the Concessionaire's own risk and releases to the full extent permitted by law the Grantor and the Grantor's

employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Easement Area.

- 9.2 The Concessionaire must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Concessionaire's performance of the Concession Activity.
- 9.3 This indemnity is to continue after the surrender, expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its surrender, expiry or termination.
- 9.4 The Concessionaire has no responsibility or liability for costs, loss, or damage of whatsoever nature arising from any act or omission or lack of performance or any negligent or fraudulent act or omission by the Grantor, or any contractor or supplier to the Grantor, or any employee or agent of the Grantor.
- 9.5 Despite anything else in clause 9 the Concessionaire is not liable for any indirect or consequential damage or loss howsoever caused.
- 9.6 The Grantor is not liable and does not accept any responsibility for damage to or interference with the Easement Area, the Concession Activity, or to any structures, equipment or facilities on the Easement Area or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements except where, subject to clause 9.7, such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors.
- 9.7 Where the Grantor is found to be liable in accordance with clause 9.6, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Concessionaire's structures, equipment and facilities.
- 9.8 Despite anything else in clause 9 the Grantor is not liable for any indirect or consequential damage or loss howsoever caused.
- 9.9 Without prejudice to or in any way limiting its liability under this clause 9 the Concessionaire at the Concessionaire's expense must take out and keep current policies for insurance and for the amounts not less than the sums specified in Item 10 of Schedule 1 with a substantial and reputable insurer.
- 9.10 After every three year period of the Term the Grantor may, on giving 10 working day's notice to the Concessionaire, alter the amounts of insurance required under clause 9.9. On receiving such notice the Concessionaire must within 10 working days take out and keep current policies for insurance and for the amounts not less than the sums specified in that notice.
- 9.11 The Concessionaire must provide to the Grantor within 5 working days of the Grantor so requesting:
 - (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/ or;
 - (b) a copy of the current certificate of such policies.

10. What about Health and Safety?

- 10.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety in Employment Act 2015 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with any safety directions of the Grantor.

11. What are the compliance obligations of the Concessionaire?

- 11.1 The Concessionaire must comply where relevant:
- (a) with the provisions of any conservation management strategy or conservation management plan under the Conservation Act 1987 or Part 2A of the Reserves Act 1977, or any general policy statement made under the Conservation Act 1987, Reserves Act 1977, National Parks Act 1980, or Wildlife Act 1953, or management plan under section 45 of the National Parks Act 1980, whichever is appropriate to the Servient Land, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Concession takes effect; and
 - (b) with the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980, the Wildlife Act 1953, the Biosecurity Act 1993, the Resource Management Act 1991 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Servient Land or affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 and the Wildlife Act 1953 or bylaws made under the Reserves Act 1977 or the National Parks Act 1980; and
 - (c) with all notices and requisitions of any competent authority affecting or relating to the Servient Land or affecting or relating to the conduct of the Concession Activity; and
 - (d) unless previously agreed in writing with the Grantor, with all Department signs and notices placed on or affecting the Easement Area.
- 11.2 The Concessionaire must comply with this Concession.
- 11.3 A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 11.1.(a) is deemed to be a breach of this Concession.
- 11.4 A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Servient Land or affecting or relating to the Concession Activity is deemed to be a breach of this Concession.

12. When can the Concession be terminated?

- 12.1 If the Concessionaire breaches any of the conditions of this Concession the Grantor may terminate this Concession at any time in respect of the whole or any part of the Easement Area. Before so terminating the Grantor must give the Concessionaire either:
- (a) one calendar month's notice in writing; or

- (b) such other time period which in the sole opinion of the Grantor appears reasonable and necessary;

of the Grantor's intention so to terminate this Concession.

- 12.2 The Grantor may choose to remedy at any time any default by the Concessionaire under this Concession. Where that occurs, the Concessionaire must pay forthwith on demand all reasonable costs incurred by the Grantor in remedying such default. Before electing to so remedy in accordance with this clause the Grantor must, if practicable, first give the Concessionaire notice of the default and a reasonable opportunity to remedy the default.

13. What happens on termination or expiry of the Concession?

- 13.1 On expiry or termination of this Concession, either as to all or part of the Easement Area, the Concessionaire is not entitled to compensation for any structures or other improvements placed or carried out by the Concessionaire on the Easement Land.

- 13.2 The Concessionaire may, with the Grantor's written consent, remove any specified structures and other improvements on the Easement Area. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Easement Area and other public conservation land affected by the removal in a clean and tidy condition.

- 13.3 The Concessionaire must, if the Grantor gives written notice, remove any specified structures and other improvements on the Easement Area. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Easement Area, Servient Land and other public conservation land affected by the removal in a clean and tidy condition, and replant the Servient Land with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term.

14. When is the Grantor's consent required?

- 14.1 Where the Grantor's consent or approval is required, such consent or approval must not be unreasonably withheld. Any such consent or approval may be made on such conditions as the Grantor considers appropriate.

- 14.2 Where the Grantor's consent or approval is expressly required under this Concession then the Concessionaire must seek that approval or consent for each separate time it is required even though the Grantor may have given approval or consent for a like purpose on a prior occasion.

15. Are there limitations on public access and closure?

- 15.1 The Concessionaire acknowledges that the Easement Area is open to the public for access and that the Grantor may close public access during periods of high fire hazard or for reasons of public safety or emergency.

16. What about other concessions?

- 16.1 Nothing expressed or implied in this Concession is to be construed as preventing the Grantor from granting other concessions, whether similar or not, to other persons provided that the Grantor must not grant another concession that would derogate in any material way from the Concessionaire's ability to carry out the Concession Activity.

17. How will disputes be resolved?

- 17.1 If a dispute arises between the parties in connection with this Concession the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.
- 17.2 If the dispute cannot be resolved 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 the Disputes Tribunal, where relevant, or to mediation with a mediator agreed between the parties
- 17.3 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.
- 17.4 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.
- 17.5 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 New Zealand Law Society 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.
- 17.6 The arbitrator must include in the arbitration award reasons for the determination.
- 17.7 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

18. How are notices sent and when are they received?

- 18.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, by pre paid post or by email to the receiving party at the address or email address specified in Item 11 of Schedule 1. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of post, on the 3rd working day after posting;
 - (c) in the case of email, notice will be deemed to have been received on the day on which it is emailed if that is a working day or, if dispatched after 5.00pm, on the next working day after the date of email.
- 18.2 If either party's details specified in Item 11 of Schedule 1 change then the party

whose details change must provide the other party with the changed details within 5 working days of such change.

19. What about the payment of costs?

- 19.1 The Concessionaire must pay the Grantor's legal costs and expenses of and incidental to preparing and signing any variation of this Concession, including a partial surrender.
- 19.2 The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor to enforce or attempt to enforce the Grantor's rights and powers under this Concession including the right to recover outstanding money owed to the Grantor.

20. What about the powers implied by statute?

- 20.1 The rights and powers implied in the relevant easements by the 5th Schedule to the Property Law Act 2007 and the Fourth Schedule to the Land Transfer Regulations 2002 (as set out in Schedule 5 of this Concession) apply to this easement **EXCEPT** to the extent set out in Schedule 3 of this Concession.

21. What about Co-Siting?

- 21.1 In this clause "Co-Site" means the use of the Concessionaire's structures or facilities on the Easement Area by a third party for an activity; and "Co-Sitee" and "Co-Siting" have corresponding meanings.
- 21.2 The Concessionaire must not allow Co-Siting on the Easement Area without the prior written consent of the Grantor.
- 21.3 The Grantor's consent must not be unreasonably withheld but is at the Grantor's sole discretion and subject to such reasonable terms and conditions as the Grantor thinks fit including a requirement that the Co-Sitee be liable for direct payment to the Grantor of a concession fee and any environmental premium assessed in respect of the Co-Sitee's activity on the Easement Area.
- 21.4 In addition, the Grantor must withhold consent if:
- (a) the Co-Siting would result in a substantial change to the Concession Activity on the Easement Area; or
 - (b) the Grantor considers the change to be detrimental to the environment of the Easement Area.
- 21.5 Subject to clause 21.4 the Concessionaire must, if required by the Grantor, allow Co-Siting on the Easement Area.
- 21.6 Where the Concessionaire maintains that Co-Siting by a third party on the Easement Land would:
- (a) detrimentally interfere physically or technically with the use by the Concessionaire of the Easement Area; or

- (b) materially prejudice any resource consents obtained by the Concessionaire or cause more onerous conditions to be imposed on it by the relevant authority; or
 - (c) obstruct or impair the Concessionaire's ability effectively to operate from the Easement Area; or
 - (d) interfere with or prevent future forecast works of the Concessionaire,
- the Grantor, must, as a pre-condition to consideration of an application to grant a concession to a third party, require that third party to obtain, at its own cost, a report prepared by an independent consultant acceptable to the Grantor confirming or rejecting the presence of the matters specified in this clause 21.6. The Grantor must not grant a concession to a third party where the report confirms that the proposed concession would give rise to one or more of the matters specified in this clause 21.6.

21.7 If the independent consultant report rejects the Concessionaire's concerns, the Concessionaire may dispute this in accordance with the procedure set out in clause 17 of Schedule 2.

21.8 Where the Concessionaire is required under clause 21.5 to allow Co-Siting on the Easement Area, the Concessionaire is, subject to clause 21.10 entitled to enter into commercial agreements with third parties for them to conduct an activity on the Easement Area and to receive a reasonable fee from them for any agreed activity they intend to carry out on the Easement Area. If a dispute arises between the Concessionaire and a third party such dispute must be determined by the Grantor having regard to, but not limited to, the following matters:

- (a) any written comments or submissions of the Concessionaire and third party;
- (b) market value for the concession activity proposed by the third party having regard to the matters specified in Section 17Y(2) of the Conservation Act 1987;
- (c) any other matters the Grantor considers relevant.

21.9 If the Concessionaire does not accept the Grantor's determination, the Concessionaire may dispute this in accordance with the procedure set out in clause 17 of Schedule 2.

21.10 For the avoidance of doubt, a Co-Sitee permitted on the Easement Area must enter into a separate concession with the Grantor in terms of which the Co-Sitee may be required to pay to the Grantor a concession fee and environmental premium assessed in respect of the Co-Sitee's activity on the Easement Area. This separate concession must not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Easement Area.

21.11 The Grantor must not authorise the third party to commence work on the Easement Area until all relevant resource consents are issued, an agreement is executed between the Concessionaire and third party, and any conditions imposed by the Concessionaire have been met.

22. Are there any Special Conditions?

22.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions shall prevail.

23. The Law

- 23.1 This Concession is to be governed by, and interpreted in accordance with the laws of New Zealand.

SCHEDULE 3

SPECIAL CONDITIONS

1. The rights implied in easements of vehicular right of way in the 5th Schedule of the Property Law Act 2007 as set out in Schedule 5 of this document are amended by:
 - (a) replacing the word, “grantee” with “Concessionaire”; and
 - (b) adding to Clause 2(a) the words, “after first obtaining the prior consent of the Grantor as required in clauses 7 and 8 of Schedule 2 of this easement.
2. The Concessionaire must take all reasonable care to avoid any archaeological values on the Easement Land. If any archaeological evidence is uncovered, the Concessionaire must stop all works immediately and notify the Grantor. Works may not recommence until authorised by the Grantor to do so.
3. Nothing contained or implied in this easement enables the Concessionaire whether by subdivision or by any means whatsoever to have the within easement be available to or for additional users.
4. In carrying out the Concession Activity the Concessionaire must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Establishment and maintenance of formed track(s)

5. The Concessionaire has the right to repair and maintain the existing formed tracks to a standard suitable for four wheel drive vehicles on their existing alignment, including the right to enter the Servient Land with or without machinery as necessary.
6. The cost of maintaining any formed track(s) shall be at the sole cost of the Concessionaire.

SCHEDULE 4

Proposed Designations Plan

SCHEDULE 5

RIGHTS AND POWERS IMPLIED IN EASEMENTS

A. FIFTH SCHEDULE PROPERTY LAW ACT 2007

Rights implied in easements of vehicular right of way

1. Right to pass and re-pass

- (1) The grantee and the grantor have (in common with one another) the right to go, pass, and re-pass over and along the land over which the right of way is granted.
- (2) That right to go, pass, and re-pass is exercisable at all times, by day and by night, and is exercisable with or without vehicles, machinery, and equipment of any kind.
- (3) In this clause, the grantee and the grantor include agents, contractors, employees, invitees, licensees, and tenants of the grantee or the grantor.

2. Right to establish and maintain driveway

The owners and occupiers of the land for the benefit of which, and the land over which, the right of way is granted have the following rights against one another:

- (a) the right to establish a driveway on the land over which the right of way is granted, and to make necessary repairs to any existing driveway on it, and to carry out any necessary maintenance or upkeep, altering if necessary the state of that land; and
- (b) any necessary rights of entry onto that land, with or without machinery, plant, and equipment; and
- (c) the right to have that land at all times kept clear of obstructions, whether caused by parked vehicles, deposit of materials, or unreasonable impediment to the use and enjoyment of the driveway; and
- (d) the right to a reasonable contribution towards the cost of establishment, maintenance, upkeep, and repair of the driveway to an appropriate standard; and
- (e) the right to recover the cost of repairing any damage to the driveway made necessary by any deliberate or negligent act of a person bound by these covenants or that person's agents, contractors, employees, invitees, licensees, or tenants.

3. Right to have land restored after completion of work

- (1) This clause applies to a person bound by these covenants (person A) if a person entitled to enforce these covenants (person B) has undertaken work, in accordance with the right conferred by clause 2(a) or with an order of a court, on the land over which a right of way is granted.
- (2) Person A has the right, after the completion of the work, to have the land restored as far as possible to its former condition (except for the existence of the driveway).
- (3) That right of person A is subject to person B's right, in accordance with clause 2(d), to receive a reasonable contribution towards the cost of the work.

Appendix 7: Form of the Recreation Concession Marked SR1 and CA1 on the Plan.



Department of Conservation
Te Papa Atawhai

Concession Number:

Concession Document (Guiding Licence)

THIS CONCESSION is made this day of

PARTIES:

1. **Minister of Conservation** (the Grantor)
2. **Quintin Jon Hazlett and Rebecca Mary Hazlett** (the Concessionaire)

BACKGROUND

- A. The Department of Conservation ("Department") Te Papa Atawhai is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- B. The land described in Item 1 of Schedule 1 as the Land is a Conservation Area or a Reserve under the management of the Grantor.
- C. 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).
- D. The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Concession.
- E. The parties wish to record the terms and conditions of this Concession and its Schedules.

OPERATIVE PARTS

1. In exercise of the Grantor's powers under the Crown Pastoral Land Act 1998, and the Conservation Act 1987 or the Reserves Act 1977 as relevant, the Grantor **GRANTS** to the Concessionaire a **GUIDING LICENCE** to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Concession and its Schedules.

<p>SIGNED on behalf of the Minister of Conservation by [insert name and title of delegate]</p> <p>acting under delegated authority in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Witness Occupation: _____</p> <p>Witness Address: _____</p> <p>A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-22 Manners Street, Wellington.</p>	<p>_____</p> <p>SIGNED by Quintin Jon Hazlett in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Witness Occupation: _____</p> <p>Witness Address: _____</p> <p>_____</p> <p>SIGNED by Rebecca Mary Hazlett in the presence of:</p> <p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Witness Occupation: _____</p> <p>Witness Address: _____</p>
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SCHEDULE 1

1.	Land (Schedule 3)	As shown on the Proposed Designations Plan attached in Schedule 4 being the areas shaded in vertical pink lines and labelled SR1 and shaded pink and labelled CA1
2.	Concession Activity (clause 2)	<ul style="list-style-type: none"> • Guided hunting, • Guided walking and tramping, • Guided horse-trekking, and • Guided mountain biking. Subject to limits as set out in special conditions in Schedule 3.
3.	Term (clause 3)	10 years commencing on the date that an approved plan is registered vesting the land in the Crown as a conservation area or reserve (the commencement date).
4.	Renewal(s) (clause 3)	None
5.	Final Expiry Date (clause 3)	The 10th anniversary of the commencement date.
6.	Concession Fee (clause 4)	<p>Annual Activity Fees (applicable to all activities):</p> <ul style="list-style-type: none"> • \$10.00 plus GST per adult client guided per full day (defined as a period of more than 4 hours but no more than 24 hours); • \$5.00 plus GST per adult client guided per half day (a half day being defined as more than 1 hour but no more than 4 hours); and • \$1.00 plus GST per adult client guided per hour or less. <p>OR a minimum of \$200 plus GST per annum for all activity (whichever is the greater being charged)</p> <p>For any client charged by the Concessionaire at a reduced rate as a 'child', the annual activity fee is to be half the adult client concession activity fee.</p> <p>Annual Management Fee: \$400 per annum plus GST</p> <p>Annual Environmental Monitoring Fee Not required</p>
7.	<p>a. Activity Returns Dates</p> <p>b. Concession Fee Payment Instalments (clauses 4 and 6.1)</p>	<p>a. Annually, in arrears by 30 June in each year using the return forms attached in Schedules 8 and 9.</p> <p>b. Annually, in arrears</p>
8.	Concession Fee Payment Date(s) (clause 4)	On or before the date specified on the invoice generated by the Grantor
9.	Penalty Interest Rate (clause 4)	Double the current Official Cash Rate (OCR). <u>See Reserve Bank of New Zealand website</u>
10.	Concession Fee	On the third anniversary of the commencement date and the corresponding date every 3 years thereafter until the expiry

	Review Date(s) (clause 5)	of the term.
11.	Health and Safety (clause 12)	Audited Safety Plan: Required (unless Qualmark or Outdoorsmark certified) Auditor's certificate of approval to be provided to Grantor
12.	Concessionaire Identification (Clause 23)	Required
13.	Insurance (To be obtained by Concessionaire) (clause 11)	Types and amounts: Public Liability Insurance for (a) General indemnity for an amount no less than \$1,000,000.00; and (b) Forest and Rural Fires Act extension for an amount no less than \$1,000,000.00; and Subject to review on each Concession Fee Review Date
14.	Addresses for Notices (clause 21)	The Grantor's address is: Physical Address: Department of Conservation Conservation House 77 Lower Stuart Street Dunedin 9016 Postal Address: PO Box 5244 Moray Place Dunedin 9058 Phone: (03) 477 0677 Email: permissionsdunedin@doc.govt.nz
		Quintin Jon Hazlett and Rebecca Mary Hazlett Hukarere Station 869 Hukarere Station Road RD2 Tapanui 9587 Phone: (03) 204 0719 Email: hazlett@yrless.co.nz
15.	Special Conditions (clause 25)	See Schedule 3.

Note: The clause references are to the Minister of Conservation's Standard Terms and Conditions for Guiding Licences set out in Schedule 2.

SCHEDULE 2

STANDARD TERMS AND CONDITIONS FOR GUIDING LICENCES

1. Interpretation

- 1.1 **“Background”** means the matters referred to under the heading “Background” on the first page of this Document, and words used in the Background have the meaning given to them in this clause 1.1.
- “Commencement date”** means the date that an approved plan is registered vesting the Land in the Crown as a conservation area or reserve.
- “Concession”** means this document and any subsequent amendments and all schedules, annexures, and plans attached to it.
- “Concession Activity”** means the activity described in item 2 of Schedule 1.
- “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
- “Reserve”** has the same meaning as “reserve” in section 59A of the Reserves Act 1977.
- “Term”** means the period of time specified in Item 5 of Schedule 1 during which this Concession operates.

- 1.2 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Concessionaire.

2. What is being authorised?

- 2.1 The Concessionaire is only allowed to use the Land for the Concession Activity.

3. How long is the Concession for - the Term?

- 3.1 This Concession commences on the date set out in Item 3 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.
- 3.2 No renewals of this Concession are permitted.

4. What are the fees and when are they to be paid?

- 4.1 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee (which includes the Annual Activity Fees, the Management Fee, and the Environmental Monitoring Fee) plus GST in the instalments and on the Concession Fee Payment Dates specified in Items 6, 7 and 8 of Schedule 1.
- 4.2 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 9 of Schedule 1.

5. When can the fees be reviewed?

- 5.1 The Grantor is to review the Concession Fee on the Concession Fee Review Date stated in Item 10 of Schedule 1. The new Concession Fee is to be the market value of the Concession Activity carried out on the Land having regard to the matters set out in section 17Y(2) of the Conservation Act 1987.
- 5.2 Both parties are to agree on the new fee within 30 working days of the Grantor giving the Concessionaire written notice of the review.
- 5.3 If the parties cannot so agree then each party is to appoint a Registered Valuer who must meet and agree on the new fee. If the Registered Valuers fail to reach agreement the new fee is to be determined by an umpire appointed by the two Registered Valuers. Each party is to bear that party's own costs and half the costs of the umpire (if any).
- 6. What about Activity return forms?**
- 6.1 The Concessionaire must complete a Client Activity Return form in the format required by the Grantor, and return them to the Grantor on the Activity Return Dates stated in Item 7 of Schedule 1. The Grantor may request further or different activity related information to better monitor and determine any effects of the Concession Activity on the Land.
- 7. When can the Concession be assigned?**
- 7.1 The Concessionaire must not transfer, sub licence, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Concession or any part of it (which includes the Concessionaire entering into a contract or any other arrangement whatsoever whereby the Concession Activity would be carried out by a person (called the assignee) other than the Concessionaire) without the prior written consent of the Grantor.
- 7.2 The Grantor may in the Grantor's discretion decline any application for consent under clause 7.1.
- 7.3 Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor, in the Grantor's discretion, decides otherwise.
- 7.4 If the Grantor gives consent under this clause then the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Concession.
- 7.5 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 7.6 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire is to be deemed to be an assignment and requires the consent of the Grantor.
- 8. What are the obligations to protect the environment?**
- 8.1 The Concessionaire must not cut down or damage any vegetation; or damage any natural feature or historic resource on the Land; or light any fire on the Land without the prior consent of the Grantor.

- 8.2 The Concessionaire must ensure that it adheres to the international "Leave No Trace" Principles at all times (www.leavenotrace.org.nz).
- 8.3 The Concessionaire must not bury:
- (a) any toilet waste within 50 metres of a water source on the Land; or
 - (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.
- 9. When can structures be erected?**
- 9.1 The Concessionaire must not place any structures on the Land without the prior written consent of the Grantor.
- 9.2 The Concessionaire must keep all structures, buildings, fences, gates, drains and other improvements now or hereafter upon the Land, in good order, condition and repair.
- 10. What if the Concessionaire wishes to surrender the Concession?**
- 10.1 If the Concessionaire wishes to surrender this Concession during the currency of the Term, then the Grantor may accept that surrender on such conditions as the Grantor considers appropriate.
- 11. What are the liabilities and who insures?**
- 11.1 The Concessionaire agrees to use the Land at the Concessionaire's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Land.
- 11.2 The Concessionaire must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Concessionaire's performance of the Concession Activity.
- 11.3 This indemnity is to continue after the expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its expiry or termination.
- 11.4 Without prejudice to or in any way limiting its liability under this clause 11 the Concessionaire at the Concessionaire's expense must take out and keep current policies for insurance and for the amounts not less than the sums stated in Item 13 of Schedule 1 with a substantial and reputable insurer.
- 11.5 The Grantor may on each Concession Fee Review Date on giving 10 working day's notice to the Concessionaire alter the amounts of insurance required under clause 11.4. On receiving such notice the Concessionaire must within 10 working days take out and keep current policies for insurance and for the amounts not less than the sums specified in that notice.
- 11.6 The Concessionaire must, provide to the Grantor within 5 working days of the Grantor so requesting:

- (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/ or;
- (b) a copy of the current certificate of such policies.

12. What about Health and Safety?

- 12.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety in Employment Act 2015 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with its safety plan (if one is required in Item 11 of Schedule 1), and with any safety directions of the Grantor.
- 12.2 Before commencing the Concession Activity the Concessionaire must where the Concessionaire has Qualmark or Outdoorsmark certification provide the Grantor with a copy of that certification.
- 12.3 If the Concessionaire does not hold Qualmark or Outdoorsmark certification then before commencing the Concession Activity the Concessionaire must, if required by Item 11 of Schedule 1:
 - (a) prepare a safety plan;
 - (b) have it audited by a suitably qualified person approved by the Grantor; and forward to the Grantor a certificate from the auditor certifying that the safety plan is suitable for the Concession Activity; and
 - (c) The Concessionaire must obtain from the auditor details as to when the safety plan is to be re-audited. The Concessionaire must comply with any such requirement to re-audit and forward a copy of the re-audit certificate to the Grantor within 5 working days of the certificate being issued.
- 12.4 The Grantor may at any time request the Concessionaire to provide the Grantor with a copy of the current safety plan in which case the Concessionaire must provide the copy within 10 working days of receiving the request.

13. What are the compliance obligations of the Concessionaire?

- 13.1 The Concessionaire must comply where relevant:
 - (a) with the provisions of any conservation management strategy or conservation management plan under the Conservation Act 1987 or Part 2A of the Reserves Act 1977, or any general policy statement made under the Conservation Act 1987, Reserves Act 1977, National Parks Act 1980, or Wildlife Act 1953, or management plan under section 45 of the National Parks Act 1980, whichever is appropriate to the Land, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Concession takes effect; and
 - (b) with the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980, Wildlife Act 1953 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Land or affecting or relating to the

Concession Activity, including any regulations made under the Conservation Act 1987 and Wildlife Act 1953 or bylaws made under the Reserves Act 1977 or the National Parks Act 1980; and

- (c) with all notices and requisitions of any competent authority affecting or relating to the land or affecting or relating to the conduct of the Concession Activity; and
- (d) with all Department signs and notices placed on or affecting the Land

- 13.2 The Concessionaire must comply with this Concession.
- 13.3 A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 13.1 (a) is deemed to be a breach of this Concession.
- 13.4 A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Land or affecting or relating to the Concession Activity is deemed to be a breach of this Concession.

14. When can the Concession be suspended?

- 14.1 If, in the Grantor's opinion, there is a temporary risk to any natural or historic resource on or in the vicinity of the Land or to public safety whether arising from natural events such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire, then the Grantor may suspend this Concession.
- 14.2 If, in the Grantor's opinion, the activities of the Concessionaire is having or may have an adverse effect on the natural, historic or cultural values or resources of the Land and the Grantor considers that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor, then the Grantor may suspend this Concession until the Concessionaire avoids, remedies or mitigates the adverse effect to the Grantor's satisfaction.
- 14.3 The Grantor may suspend the Concession for such period as the Grantor determines where the Concessionaire has breached any terms of this Concession.
- 14.4 The Grantor may suspend this Concession while the Grantor investigates any of the circumstances contemplated in clauses 14.1 and 14.2 and also while the Grantor investigates any potential breach or possible offence by the Concessionaire, whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act.
- 14.5 The word "investigates" in clause 14.4 includes the laying of charges and awaiting the decision of the Court.
- 14.6 During any period of temporary suspension arising under clauses 14.1 or 14.2 the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.
- 14.7 The Grantor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under this clause 14 including loss of profits.

15. When can the Concession be terminated?

15.1 If:

(a) the Concessionaire breaches any of the conditions of this Concession;
or

(b) the whole or any part of the Land is required for the Grantor's use

the Grantor may terminate this Concession at any time in respect of the whole or any part of the Land. Before so terminating the Grantor must give the Concessionaire either:

(c) one calendar month's notice in writing; or

(d) such other time period which in the sole opinion of the Grantor appears reasonable and necessary

of the Grantor's intention so to terminate this Concession. If this Concession is terminated then the Grantor, at the Grantor's sole discretion, may adjust the Concession Fee payable or refund any Concession Fee paid in advance.

16. What are the Grantor's Rights to remedy defaults?

16.1 The Grantor may choose to remedy at any time without notice any default by the Concessionaire under this Concession. Where that occurs, the Concessionaire must pay forthwith on demand all reasonable costs incurred by the Grantor in remedying such default.

17. What happens on termination or expiry of the Concession?

17.1 Upon the expiry or earlier termination of this Concession, either as in whole or in part, the Concessionaire is not entitled to compensation for any structure or other improvement erected or carried out by the Concessionaire. The Concessionaire must within such time as the Grantor determines, remove all such structures or other improvements making good at the Concessionaire's expense any damage caused by such removal and leaving the Land in a clean and tidy condition.

18. When is the Grantor's consent required?

18.1 Where the Grantor's consent or approval is expressly required under this Concession then the Concessionaire must seek that approval or consent for each separate time it is required even though the Grantor may have given approval or consent for a like purpose on a prior occasion. Any such consent or approval may be made on such conditions as the Grantor considers appropriate.

19. Are there limitations on public access and closure?

19.1 The Concessionaire acknowledges that the Land is open to the public for access and that the Grantor may close public access during periods of high fire hazard or for reasons of public safety or emergency.

20. How will disputes be resolved?

20.1 If a dispute arises between the parties in connection with this Concession the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute

resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.

- 20.2 If the dispute cannot be resolved 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 the Disputes Tribunal, where relevant, or to arbitration which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.
- 20.3 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 New Zealand Law Society 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.
- 20.4 The arbitrator must include in the arbitration award reasons for the determination.
- 20.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

21. How are notices sent and when are they received?

- 21.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, fax, by pre paid post or email to the receiving party at the address, fax number or email address specified in Item 14 of Schedule 1. Any such notice is to be deemed to have been received:
 - (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of post, on the 3rd working day after posting;
 - (c) in the case of email, notice will be deemed to have been received after 5.00pm, on the next working day after the date of email.
- 21.2 If either party's details stated out in Item 14 of Schedule 1 change then the party whose details change must within 5 working days of such change provide the other party with the changed details.

22. What about the payment of costs?

- 22.1 The Concessionaire must pay the Grantor's legal costs and expenses of and incidental to preparing and signing any extension or variation of this Concession.
- 22.2 The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor to enforce or attempt to enforce the Grantor's rights and powers under this Concession. This includes the right to recover outstanding money owed to the Grantor.

23. What about Identification cards and the Grantor's Approved Label?

- 23.1 Before commencing the Concession Activity the Concessionaire must, if required by the Grantor in Item 12 of Schedule 1, obtain Concessionaire

Identification cards from the Grantor. The Grantor is to supply such cards to the Concessionaire on a cost recovery basis.

- 23.2 The Concessionaire and any person acting under the authority of the Concession must carry and display a Concession Identification card when carrying out the Concession Activity.
- 23.3 The Concessionaire must obtain sufficient cards to ensure all people acting under the authority of the Concession can carry and display such cards when undertaking the Concession Activity.
- 23.4 The Concessionaire may also access, use and/ or display the Grantor's "Approved Label". This right only exists once the Concessionaire agrees to comply with the Grantor's Approved Label terms and conditions and while the Concession remains operative. When the Concessionaire so requests the Grantor is to forward the Concessionaire an electronic link to the Approved Label. This electronic link is to contain the Approved Label terms and conditions.
- 23.5 The right under this clause 23.4 does not affect the obligation in this clause 23 to carry and display a Concession Identification card.

24. When can the conditions of the Concession be varied?

- 24.1 The Grantor may on each Concession Fee Review Date, after first consulting with the Concessionaire, vary any condition of this Concession to make the condition more effective in addressing adverse effects resulting from the Concession Activity.
- 24.2 Nothing in clause 24.1 otherwise affects the Grantor's rights to vary the Concession under section 17ZC of the Conservation Act 1987.

25. Are there any Special Conditions?

- 25.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions shall prevail.

26. The Law

- 26.1 This Concession is to be governed by, and interpreted in accordance with the laws of New Zealand.

SCHEDULE 3

SPECIAL CONDITIONS

Private land

1. This Concession does not confer any right of access over any private land or public conservation land leased by the Grantor. Any arrangements necessary for access over private land or leased land are the responsibility of the Concessionaire. In granting this Concession the Grantor does not warrant that such access can be obtained.

DOC staff

2. The Grantor may send any officer of the Department on any of the activities authorised during the term of this Concession for the purpose of assessing the impact on conservation values, the standard of service offered and compliance with the terms and conditions of the Concession, at no expense to the Grantor.

Use of tracks

3. The Concessionaire must ensure that, where provided, clients remain on formed tracks or well-used routes designed to protect natural and historic features of the Land, do not enter caves and do not exceed any loading limitations placed on facilities and structures.

Camp sites

4. The Concessionaire must ensure that no permanent camp sites are created nor stores or cache of any equipment is left on the Land without the specific authority of the Department's appropriate Manager.

Wāhi Tapu

5. The Concessionaire must recognise the sensitivity of wāhi tapu and urupa and seek guidance of iwi who claim mana whenua over any parts of the Land prior to providing interpretation on matters of iwi cultural significance and recognise the sensitivity of wāhi tapu and urupa.

In respect to Ngāi Tahu

6. The Concessionaire is requested to consult the relevant Papatipu Runanga (see www.ngaitahu.iwi.nz) if they wish to use Ngāi Tahu cultural information. If the Concessionaire wishes to use the Tōpuni or statutory acknowledgement information contained in schedules 14-108 of the Ngāi Tahu Claims Settlement Act 1998, or any Department produced interpretative material in respect to Ngāi Tahu cultural information, they are requested to notify the relevant Papatipu Rūnanga, as a matter of courtesy.
7. The Concessionaire must, as far as practicable, attend any workshops held by the Department for the purpose of providing information to concessionaires, which is to include the Ngāi Tahu values associated with Tōpuni areas.
8. The Concessionaire must ensure any persons employed by the Concessionaire are requested to recognise and provide for Ngāi Tahu values in the conduct of their activities.

Motor Vehicle use

9. The Concessionaire must ensure that none of its motor vehicles or motor vehicles of its clients are taken off formed roads.

Motor Vehicle parking

10. The Concessionaire must ensure that its motor vehicles and the motor vehicles of its clients are only parked only in designated parking areas.

Animals

11. The Concessionaire must not take, and must ensure that its clients do not take, any animals, including dogs or any domestic pets, onto the Land, other than horses as part of the guided horse-trekking concession activity.

Weeds

12. The Concessionaire must take all precautions to ensure weeds are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters and packs used by the Concessionaire, its staff and clients are clean before entering the Land.

Interpretation materials

13. The Concessionaire must provide detailed information of any historical, cultural or natural science interpretation provided by the Concessionaire to its clients in the course of the Concession Activity, to the Grantor within thirty days of the date of any such written request by the Grantor.
14. If the Grantor considers the interpretative material provided by the Concessionaire above unsatisfactory, the Concessionaire must prepare an interpretation plan for approval by the Grantor within 60 days of advice from the Grantor that this is required.

Recordings of bird songs

15. The Concessionaire must not and must ensure that its clients do not play recordings of bird songs on the Land.

Didymo

16. The Concessionaire must comply with all guidelines and notices put out by Biosecurity New Zealand regarding measures to avoid spreading the pest organism *Didymosphenia geminata* ("Didymo"), and or any other pest organism identified during the term of this Concession.

Other Special Conditions

17. If the Grantor determines that the conditions of this Document or the effects of the Concession Activity should be monitored, the Concessionaire shall meet: either the full costs of any monitoring programme that is implemented; or, if the Grantor determines that the costs should be apportioned among several Concessionaires who use the same locations, part of the costs of the monitoring programme. These costs will include the Department's standard charge-out rates for staff time and the mileage rates for vehicle use associated with the monitoring programme.

Guided Hunting Conditions:

18. The activity is limited to the following:

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days)
N/A	5	20	7	Either

19. The Concessionaire shall not guide any hunting parties on the Land without having first obtained hunting permits to cover all members of the specific hunting party including the guide.

Guided Walking/Tramping Condition:

20. The activity is limited to the following:

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days)
N/A	9	20	7	Either

Guided Horse Trekking Conditions:

21. The activity is limited to the following:

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days)
N/A	9	20	7	Either

22. The Concessionaire shall in respect to horse management:

- a. Ensure that horses eat cooked feeds/grains or other treated hard feed during the two days before entering the Land so as to minimize the risk of weed seed spread or the Concessionaire shall take all practical steps to ensure that horse food originates from the Concessionaire's property and does not contain any weed seeds not already in the area.
- b. Ensure horses' hooves are cleaned before being transported to the Land.
- c. Ensure horse manure is scattered so as not to create a nuisance for other uses of these areas. Manure should not be scattered onto river beds or waterways, wetlands and tarns or any other unmodified or sensitive ecosystem.
- d. Ensure horses are discouraged from grazing on native foliage whilst on the Land.

- e. Ensure horses are fed from nose-bags if they need feeding whilst on the Land.
 - f. Ensure horses stay on designated tracks and roads at all times.
 - g. Ensure that wet weather trekking is avoided in order to minimize track and road damage.
 - i. Ensure that horses avoid wet and swampy areas.
23. The Concessionaire must ensure that it adheres to the Horse Riding Care Code (attached in Schedule 5) and ensure that Horses are secured at all times when not being ridden or driven on the Land.

Guided Mountain Biking Conditions:

24. The activity is limited to the following:

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Party (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days)
N/A	9		20	7	Either

25. The Concessionaire shall comply with the Mountain Bikers' Off-Road and Track Courtesy Code (attached as Schedule 6).
26. Guides and clients must follow the routes marked as red dashed lines on the plan attached as Schedule 7. The Concessionaire may use appropriate tools and machinery to conduct basic maintenance along these tracks and must create cut outs where necessary to prevent water damage from occurring.
27. The Concessionaire is responsible for scrutinizing mountain bikes for cleanliness with respect to preventing the introduction and dispersal of weeds and didymo. Mountain bikes having evidence of material suitable for transportation of seeds will require cleaning prior to entering the Land.
28. The Concessionaire shall show consideration to other track users at all times, by giving way to those on foot, and by not impeding access or excluding other users from the areas used by its guides and clients.

SCHEDULE 4

Designations Plan or map

Any further plan if required

SCHEDULE 5

HORSE RIDING CARE CODE

Riding with care for the environment and others:

Always be observant and avoid unduly disturbing unstable or erosion prone soils. Do not take horses into fragile natural areas with a high conservation value. They can damage natural ecosystems by trampling and grazing.

Avoid horses denuding vegetation, especially during stays of more than one night.

When using tracks shared with mountain bikers, walkers and four wheel drivers, don't approach a blind corner faster than a walk: other users may be just around the corner.

Ensure that portable yards are relocated each night.

Rather than risking damage to fragile creeks, streams and riverbanks, select firm, stony crossings. Use bridges wherever possible as this will help to ensure good water quality and limit erosion. Ford creeks at designated crossings at a 90 ° angle to the banks.

Carry and use canvas or collapsible buckets and/or pump and hose where possible to water and wash horses. Wash horses at least 50 metres away from watercourses.

Only allow your horse to eat weed free feed at least 48 hours prior to entering conservation areas. Weed free feed includes clean chaff, pellets and cracked, rolled or steamed grains. Never take meadow hay as it often contains seed. When carrying hard feed, take a nosebag for your horse. It minimises spillage and adding to the food supply of rats.

Undertake some basic education in weed identification and possibly even assist DOC in quickly identifying and eliminating new outbreaks of problem species.

Remove horse manure in areas of high public use. Dispose of or scatter horse manure from overnight camp sites so that it degrades faster.

Use tree protectors on nightlines to prevent trees from being damaged. Incorporate stops in line to prevent horses becoming entangled around trees.

Where possible make nightline length 15 meters or more to reduce concentrated impact.

Always camp horses well clear of watercourses (at least 50 metres away). Water horses downstream from where other campers get their water.

Take all your rubbish with you from campsites - don't bury it.

SCHEDULE 6

Mountain Bikers' Off-Road & Track Courtesy Code

Keep to formed roads and tracks:

Ride MTB and multi-use tracks only.

Ask permission from landowners before heading out.

Respect others:

Always give way to walkers. Walkers have the right of way at all times.

It's your responsibility to make room for them on the track.

Overtake with care:

Don't surprise walkers from behind.

Carry a bell or give a yell to inform them that you are coming up behind them.

Respect the land:

Leave no trace and never skid or drop rubbish.

Leave gates as you find them.

Keep your bicycle under control:

Control your speed – don't go so fast that you can't stop within the visible distance ahead of you.

Avoid excessive braking:

Heavy rear braking can damage the track surface, especially after rain.

Never spook animals:

When passing a horse from behind, speak to the rider to make them and their horse aware of your presence.

Ask the rider for instruction on how to pass (depending on the condition of the track and the temperament of the horse).

When the rider gives you the all clear, pass slowly and steadily as sudden movements can spook a horse.

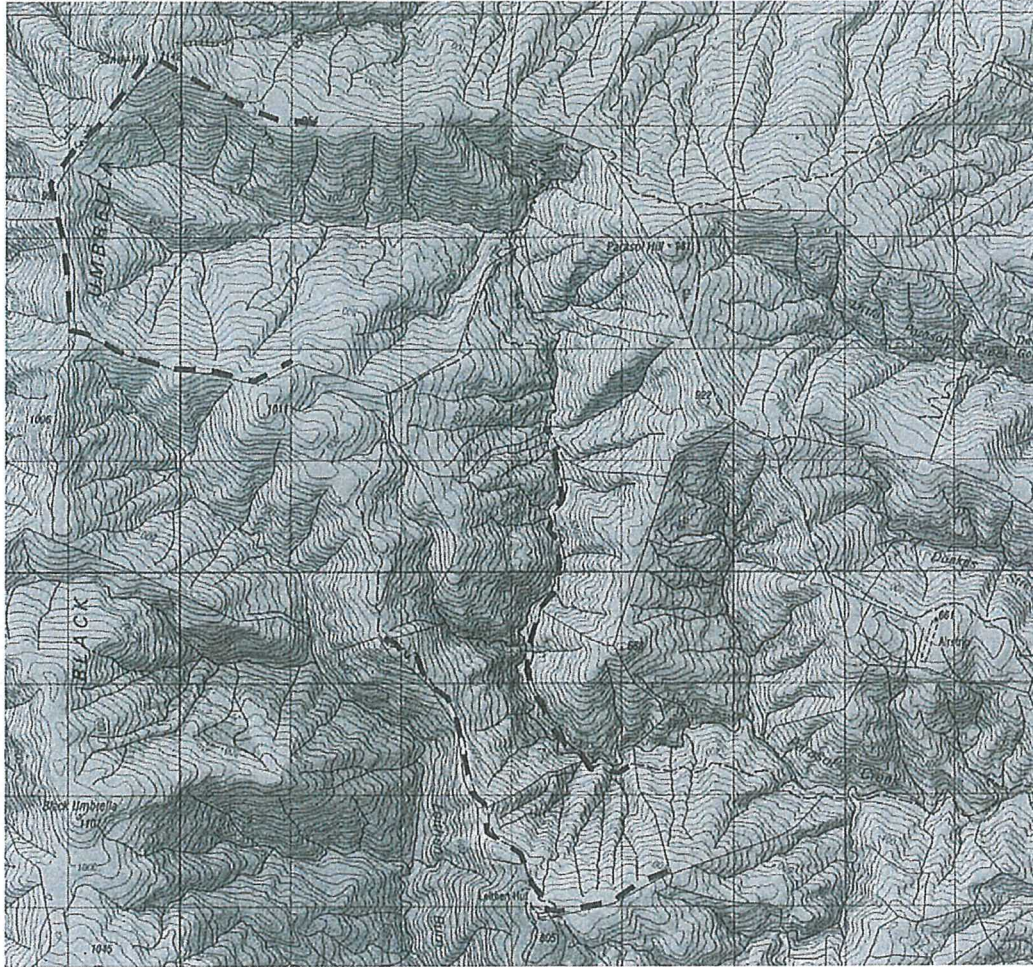
Respect yourself:

Always inform others of your trip times and destination.

Carry a first aid kit, adequate warm clothing, a repair kit, food and water.

SCHEDULE 7

Mountain Bike Routes



SCHEDULE 9

ANNUAL ACTIVITY SUMMARY

NAME OF CONCESSIONAIRE:

FILE NO:

CONCESSION NO:

PERIOD/...../..... to/...../.....

SUMMARY (PER CLIENT FEE) - Using standard fees for guiding concessions

*[Insert actual fee in brackets if different from amount shown]

Total no. of adults per hour or less	Fee/adult per hour or less	
	x \$1.00 *(or \$ ____)	\$
Total no. of adults per ½ day	Fee/adult per ½ day	
	x \$5.00 *(or \$ ____)	\$
Total no. of adults per full day	Fee/adult per full day	
	x \$10.00 *(or \$ ____)	\$
Total no. of children per hour or less	Fee/child per hour or less	
	x \$0.50 *(or \$ ____)	\$
Total no. of children per ½ day	Fee/child per ½ day	
	x \$2.50 *(or \$ ____)	\$
Total no. of children per full day	Fee/child per full day	
	x \$5.00 *(or \$ ____)	\$
SUB TOTAL		\$
PLUS GST		\$
TOTAL FEE PAYABLE		\$

I certify that the above figures are a true and accurate summary of records held by the company.

Signed by: _____ Date: / /
for

Appendix 8: Form of the existing grant of easement created by transfer 345690 to J E Eason and Sons Limited

WHEREAS HER MAJESTY THE QUEEN is the owner pursuant to the Land Act 1948
being-registered-as-the-proprietor
of-an-estate—

subject, however, to such encumbrances, liens, and interests as are notified by memoranda underwritten
or endorsed hereon in all those pieces of land situate in the WART HILL, GREENVALE and
WAKAIA SURVEY DISTRICTS being FIRST all that piece of land situated in
the WART HILL, GREENVALE and WAKAIA SURVEY DISTRICTS
containing seventeen thousand six hundred (17,600) acres
18,230 acres

be the same a little more or less being Run 253 AND BEING all the land comprised
and described in Pastoral Lease No. P 9 which Lease is registered as
Volume 338 Folio 14 Otago Land Registry (hereinafter referred to as "the
land firstly described") and SECONDLY all that piece of land situated in
the WART HILL SURVEY DISTRICT containing ten thousand one hundred and
fiftythree (10,153) acres one (1) rood twentythree (23) perches be the
same a little more or less being Run 610 AND BEING all the land com-
prised and described in Pastoral Lease No. P. 124 which Lease is registered
as Volume 386 Folio 6 Otago Land Registry (hereinafter referred to as "the
land secondly described")

AND WHEREAS WILLIAM PARK TERRY of Hukarere Sheep Farmer (hereinafter referred
to as "the Grantor" which expression shall unless repugnant to the context
include his executors administrators and assigns) is registered as the
proprietor of an estate in leasehold in the land firstly described under
Pastoral Lease No. P.9 SUBJECT TO Reservations under Section 8 Coal Mines
Amendment Act 1950 and Part I Coal Mines Amendment Act 1925; Electricity
Agreement No. X 20833; Mortgage No. 275388; Mortgage No. 228691; Mortgage
No. 315598 and Mortgage No. 319743

AND WHEREAS J. A. EASON AND SONS LIMITED a duly incorporated company having
its registered office at Balclutha (hereinafter referred to as "the Grantee"
which expression shall unless repugnant to the context include its successors
and assigns) is registered as the proprietor of an estate in leasehold in
the land secondly described under Pastoral Lease No. P. 124 SUBJECT TO
Electricity Agreement No. X 12289, Mortgage No. 292786 and Mortgage No.320703
and Mortgage No.320704.

AND WHEREAS the Grantor and the Grantee did agree by parol to form and
construct on the land firstly described at their joint expense a road for
the purpose of giving access to the land secondly described and also an air
landing strip for use by aircraft carrying out aerial topdressing over the
lands firstly and secondly described and also a road over and across the
land firstly described to the said air landing strip for the purpose of
giving access to it

AND WHEREAS in consideration of receiving certain mortgage advances from
HER MAJESTY THE QUEEN and of the covenants by the Grantee hereinafter
contained the Grantor has agreed to grant unto the Grantee the rights over
and in respect of the land firstly described hereinafter set forth and for
such purpose the Grantor and the Grantee have agreed to enter into and
execute these presents

AND WHEREAS the Land Settlement Board in pursuance of the powers conferred
on it by Section 60 of the Land Act 1948 has consented on behalf of Her
Majesty the Queen to the grant of easements hereinafter appearing subject
to the terms and conditions hereinafter set out

NOW THEREFORE IN PURSUANCE of the premises the Grantor DOETH HEREBY TRANSFER
AND GRANT unto the Grantee and its successors and assigns (the registered
~~In consideration of the sum of~~
proprietor for the time being of an estate of leasehold in the land
secondly described) the full free and uninterrupted right and liberty for
the Grantee its servants tenants agents workmen and lawful visitors (in
~~paid to~~ ~~by~~

Row 024
common with the Grantor and all other persons lawfully using the same)
FIRST from time to time and at all times by day or by night forever hereafter
to pass and repass with or without horses stock and domestic animals of any
kind and with or without carriages vehicles motor vehicles machinery and
implements of any kind over and along all that part of the land firstly

(the receipt of which sum is hereby acknowledged)
described as is shown approximately on the plan attached hereto and thereon
coloured blue and marked "access road" for the purpose of giving access to
the land secondly described from the public road coloured burnt sienna on
the said plan attached hereto and thereon marked "county road", and also
for the purpose of giving access to the air landing strip situate on the

In witness whereof this Memorandum of Transfer has been executed this
day of _____ one thousand nine hundred and

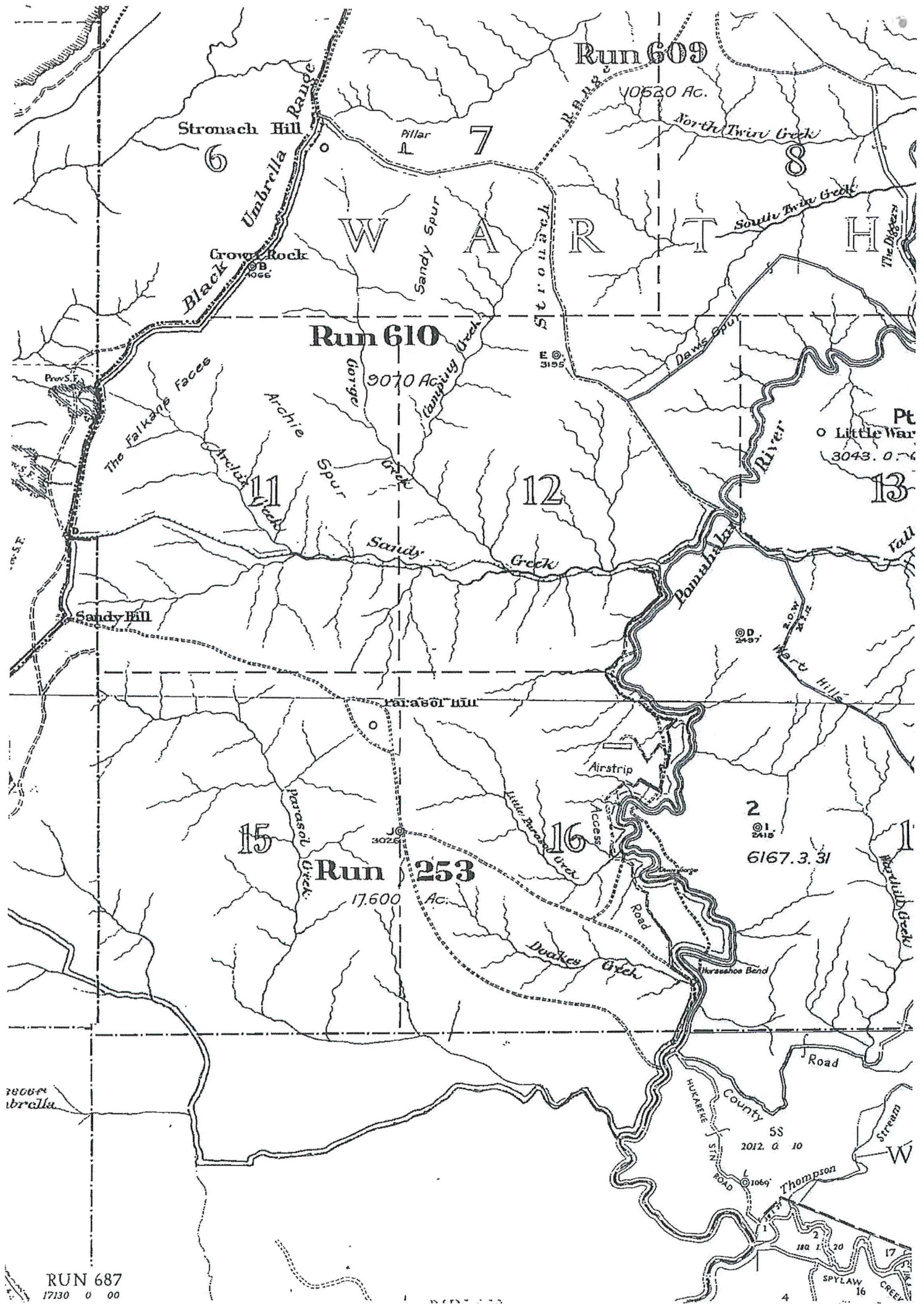
Signed by the abovenamed

as Transferor in the presence of

Name of Witness

Occupation

Address



RUN 687
17130 0 00

u
All reasonable times the said plan and thereon coloured green and marked "airstrip" at such times as shall from time to time be arranged with the Grantor for the purpose of allowing aircraft engaged or hired by the Grantee to take off from land or taxi along and generally operate from the said air landing strip whilst carrying out aerial top-dressing over the land secondly described AND THIRDLY to construct or place a shed or receptacle for the storage of artificial fertilisers adjacent to the said air landing strip and in such position as the Grantor shall approve. *other incidental rights*

AND IT IS HEREBY COVENANTED AGREED AND DECLARED by and between the Grantor and the Grantee that all the rights and powers conferred on Grantees by Section 90D of the Land Transfer Act 1952 shall be implied herein with the following additions modifications and variations namely

1. THAT the cost of formation and of maintenance of the said air landing strip and access road including all gates or cattlestops erected or which may hereafter be erected thereon shall be borne in equal shares by and between the Grantor and the Grantee and the Grantor and the Grantee DO HEREBY SEVERALLY COVENANT with Her Majesty the Queen that Her Majesty shall not be called upon or be liable to contribute towards any demand cost fee or expense which may arise in any way from the easements hereinbefore granted (except during such time as Her Majesty the Queen shall enjoy the rights of the Grantee hereunder).

2. THAT notwithstanding anything hereinbefore contained if the Grantor or the Grantee as the case may be causes or permits or allows to be caused any damage to the said access road or airstrip the party at fault shall be liable to repair and make good all such damage solely at his or its expense.

3. THE term "lawful visitors" as hereinbefore used shall mean and include "only those persons calling on the Grantee on matters of business or as the Grantee's casual or house guests but shall not include campers or holidaymakers or other persons wishing to use the access road for the purpose of obtaining sporting or recreational facilities on the land firstly described or on the land secondly described or elsewhere in the vicinity of or through those lands."

u
4. THAT the Grantee will use its best endeavours to give the Grantor prior notice of the intention of any authorised person or persons to exercise any of the rights hereby granted provided however that any failure on the part of the grantee to give such notice to the Grantor shall ^{in any way} not impede or prevent the Grantee from exercising the rights hereby granted and provided further that the Grantee shall not use the said airstrip without first clearing and removing all stock from the vicinity of such airstrip.

5. THAT if at the expiration of the term of years granted by the said Pastoral Lease No. P. 9 the Grantor shall obtain a new lease from Her Majesty the Queen of the piece of land therein described under the provisions for renewal therein contained or if at the expiration of the term of years granted by the said Pastoral Lease No. P. 124 the Grantee shall obtain a new lease from Her Majesty the Queen of the piece of land therein described under the provisions for renewal therein contained the Grantor will immediately thereafter make and execute in favour of the Grantee its successors or assigns being the registered proprietor for the time being of an estate of leasehold in the land secondly described a Memorandum of Transfer granting to such registered proprietor the same rights (mutatis mutandis) as are herein contained and subject to the same duties and obligations as are herein expressed or implied the costs of and incidental to the preparation stamping and registration of such Memorandum of Transfer being borne by the Grantor and the Grantee in equal shares.

6. THAT notwithstanding anything hereinbefore contained the Grantor DOETH HEREBY COVENANT with Her Majesty the Queen and the Grantee that should he at any time become entitled to receive an estate in fee simple of the land firstly described he shall upon receiving an estate in fee simple grant to the registered proprietor of the land secondly described (if the same be held for an estate in fee simple) a registered easement preserving by such instrument such of the rights granted herein as the law then permits to be registered or recorded.

IN WITNESS WHEREOF these presents have been executed this *18th* day of *March* 1969.

SIGNED by WILLIAM PARK TERRY }
in the presence: *W.P. Terry*

Witness: *W.P. Terry*

Occupation: *Solicitor*

Address: *Dunedin*

THE COMMON SEAL of J.A. EASON }
AND SONS LIMITED was hereunto }
affixed in the presence of:

J.A. Eason - Director

A. Thomson - Secretary



SIGNED for and on behalf of HER }
MAJESTY THE QUEEN as Grantor by }
the Commissioner of Crown Lands }
for the Land District of Otago }
in the presence of

Witness: *W. Hughes*

Occupation: *Chief Land Survey Dept.*

Address: *Dunedin*

W. Hughes

TRANSFER OF Grant of Easement

situate in Wart Hill, Greenvale and Wakaiia
Survey Districts

Correct for the purposes of the Land Transfer Act.

W Lang

WILLIAM PARK TERRY

} Vendor.
Transferor

Solicitor for the Purchaser

J.A.EASON AND SONS LIMITED

} Purchaser.
Transferee

Particulars entered in the Register-book Vol. **338**

Folio 14, 386/6
the **12 SEP** day **1969** 19
at 2:30 pm o'clock.



[Signature]
Assistant Land Registrar
of the District of Otago.

REGISTERED IN QUADRUPPLICATE

*Reg copy piece - 1/4
piece 11*

Paterson & Lang,
Solicitors,
Dunedin.


LAND & DEEDS	
Holbro: <i>T Grant Bond</i>	<i>in quadruplicate</i>
Date: <input checked="" type="checkbox"/>	
12 SEP 1969	
Time: <i>2-30</i>	
Fee: <i>18</i>	<i>A</i>
Abstract No.	




EXECUTION SECTION

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

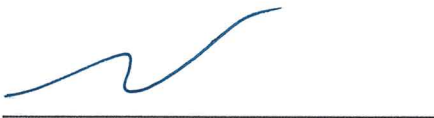
SIGNED by **Jerome Sheppard** as a delegate of the **Commissioner of Crown Lands** pursuant to the Crown Pastoral Land Act 1998 in the presence of:



Jerome Sheppard

Witness **C DOYLAND**
EXECUTIVE ASSISTANT
Occupation
TOITU TE WOHENUA
LINZ, 155 THE TERRACE
Address
WELLINGTON


SIGNED by **Quintin Jon Hazlett** in the presence of:


_____

Witness
SIMON JAMES ANDERSON
BARRISTER & SOLICITOR
Occupation
DUNEDIN

Address

SIGNED by **Rebecca Mary Hazlett** in the presence of:


_____

Witness
SIMON JAMES ANDERSON
BARRISTER & SOLICITOR
Occupation
DUNEDIN

Address

