

Crown Pastoral Land Tenure Review

Lease name : MT CREIGHTON

Lease number : PO 107

Substantive Proposal

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

**EXECUTION
COPY****PROPOSAL FOR REVIEW OF CROWN LAND****Under Part 2 of the Crown Pastoral Land Act 1998****Date:** 16 MAY 2016**Parties**

Holder: Mount Creighton Station Limited
c/- Kensington Swan
Level 9,
89 The Terrace
Wellington

Commissioner of Crown Lands:

Land Information New Zealand
CBRE House
112 Tuam Street
Christchurch 8140
Attention: Karyn Lee

The Land

Lease: Mt Creighton

Legal Description: Runs 11, 12A, 346A, Pt Run 706, Sec 1, 2 & 3 Blk XIV, Pt Sec 4 Blk VI, Pt Sec 2 Blk XIII, Sec 25 Blk VII, Sec 60 & 61 Blk IV, Sec 1 & 3 Blk XII and Sec 31 Blk V Mid Wakatipu SD, Sec 5 Blk X Glenorchy SD, Sec 1 & 2 SO 23732, Sec 1 & 2 SO 23504, Sec 10 & 12 SO 471631

Area: 15,780.7163 ha approximately

Certificate of Title/Unique Identifier: OT 386/52

Recreation Reserve:

Legal Description: Section 1 Survey Office Plan 23098

Area: 22.1100 ha














Summary of Designations

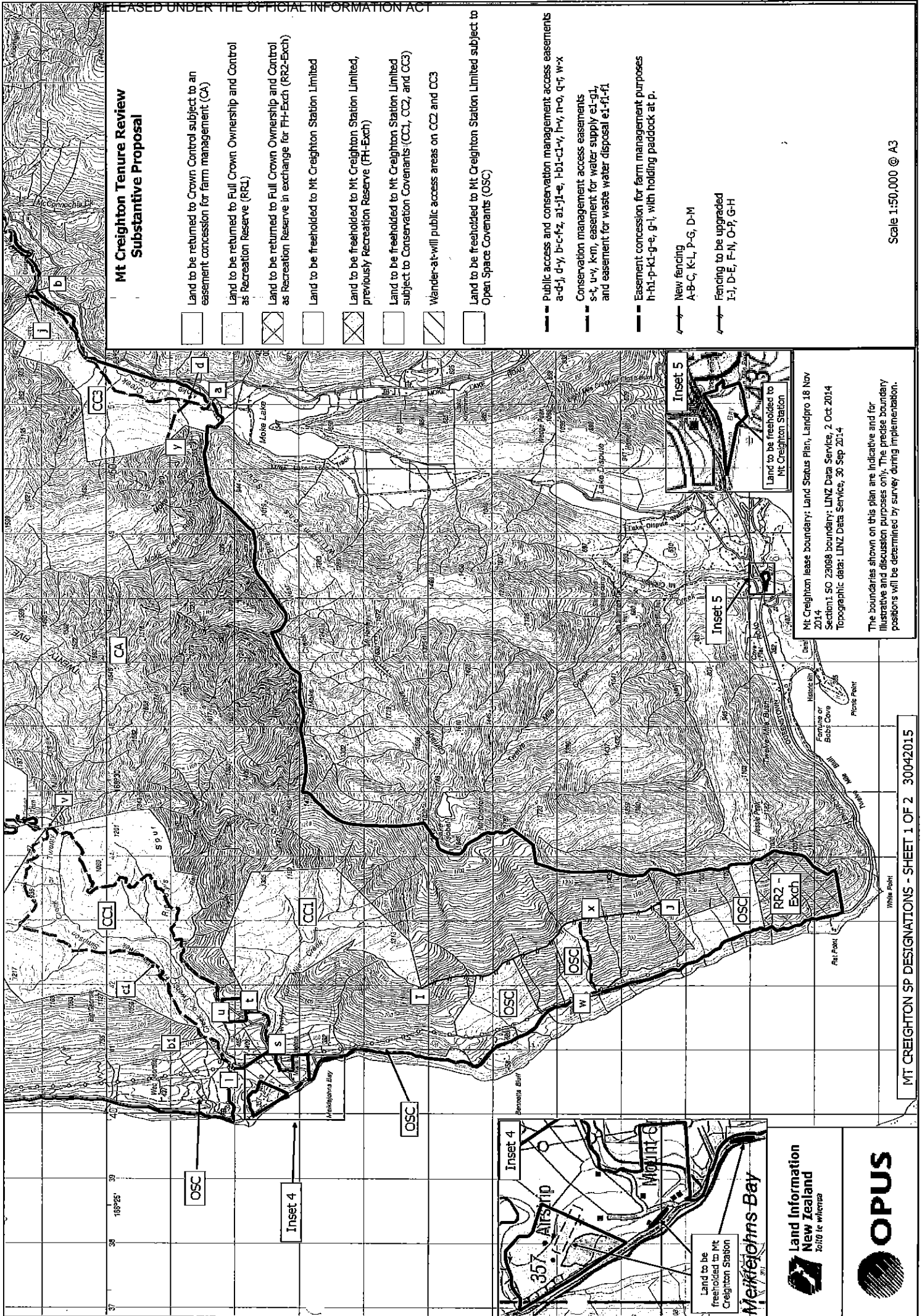
Under this Proposal, the Land is designated as follows:

- (a) The Crown Land (shown shaded 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 green or yellow on the Plan) is to be disposed by freehold disposal to the Holder as set out in Schedule Three.
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1 The Plan

Mt Creighton Tenure Review Substantive Proposal

-  Land to be returned to Crown Control subject to an easement concession for farm management (CA)
-  Land to be returned to Full Crown Ownership and Control as Recreation Reserve (RR1)
-  Land to be returned to Full Crown Ownership and Control as Recreation Reserve in exchange for FH-Exch (RR2-Exch)
-  Land to be freeholded to Mt Creighton Station Limited
-  Land to be freeholded to Mt Creighton Station Limited, previously Recreation Reserve (FH-Exch)
-  Land to be freeholded to Mt Creighton Station Limited subject to Conservation Covenants (CCL, CC2, and CC3)
-  Wander-at-will public access areas on CC2 and CC3
-  Land to be freeholded to Mt Creighton Station Limited subject to Open Space Covenants (OSC)
-  Public access and conservation management access easements a-d-j, d-y, b-c-kz, a1-j1-e, l-b1-cl-y, h-v, n-o, q-r, w-x
-  Conservation management access easements s-t, u-v, km, easement for water supply e1-g1, and easement for waste water disposal e1-f1-f1
-  Easement concession for farm management purposes h-h1-p-k1-g-e, g-l, with holding paddock at p.
-  New fencing A-B-C, K-L, P-G, D-M
-  Fencing to be upgraded I-J, D-E, F-N, O-P, G-H



Mt Creighton lease boundary: Land Status Plan, Landpro 18 Nov 2014
 Section 1: SO 23098 boundary: LINZ Data Service, 2 Oct 2014
 Topographic data: LINZ Data Service, 30 Sep 2014

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



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 shall pay the Commissioner's Payment to the Holder 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.
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- 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 Commissioner will, subject to clauses 11.2 and 14.4, erect at the Commissioner's cost new fencing and fencing upgrades:
- (a) approximately along the lines marked "New Fencing" and "Fencing to be upgraded" on the Plan; and
 - (b) to the specifications in Appendix 3;
- ("the Fencing").
- 11.2 If the Fencing requires a resource consent or any other consent from any local or territorial authority ("the Fencing Consent"), the following provisions shall apply:
- (a) The Commissioner 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 Commissioner in all respects;
 the Commissioner 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 Commissioner has not completed the Fencing 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 enable the Commissioner to complete 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 clauses 11.1 and 11.2 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; and

the 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
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- (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
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(iii) 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 Under this Proposal the land shaded pink on the Plan and labelled RR1 being 6 hectares (approximately) and RR2-Exch being 120 hectares (approximately) is designated as land to be restored to or retained in full Crown ownership and control as Recreation Reserve.

2 Schedule One Improvements

Nil.

Schedule Two: Provisions relating to the Schedule Two Land

1 Details of designation

- 1.1 Under this Proposal the land shaded pink on the Plan and labelled CA being 10,360 hectares (approximately) is designated as land to be restored to or retained in Crown control as conservation area subject to:
- (a) the granting of an easement concession marked 'h-h1-p-k1-g-e' and 'g-l' on the Plan and substantially as set out in Appendix 4.
 - (b) the continuation of an unregistered easement in gross as set out in Appendix 5.

2 Information Concerning Proposed Concession

- 2.1 Description of proposed activity(s): The proposed activity is an easement to provide access for activities associated with farm management between parts of the holders freehold land. The Servient land is land that will become conservation land as a result of this review and existing (or newly identified) marginal strips.
- 2.2 Description of place(s) where proposed activity to be carried out and proposed status: The easement area comprises separate routes shown on the designations plan as 'h-h1-p-k1-g-e' and 'g-l' on the designations plan and in accordance with the widths set out at clause 3, schedule one of the Easement Concession document at Appendix 4. The farm management activities proposed has not been specifically specified, but this is a stock driving route between two parts of the proposed freehold land. Where there is a formed track, parts can be driven on by motor vehicle.
- 2.3 Description of potential effects of proposed activity and any actions proposed to avoid, mitigate or remedy any adverse effect, noting the requirements of s.51(3)(a) and s.51(2)(d) CPLA:

There is unlikely to be any adverse effects from stock driving alone, but conditions have been added to the concession to recognise the potential for damage as follows:

The Concessionaire must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area.

Stock must be actively driven through the Easement Areas and not left to drift through on their own.

No stock will be left to depasture in the Easement Areas.

Vehicles may only be used on the Easement Area on formed vehicle tracks and no new tracks may be formed.

The Concessionaire may use the Easement Area for access by vehicle, horse, foot, driven stock and dog, except for over that part of the Easement Area marked as "f-g" where foot and dog access only is permitted.

- 2.4 Details of the proposed type of concession: Easement under section 17Q Conservation Act 1987.
-

2.5 Proposed duration and reason: The concession is proposed is for 200 years, as access to the freehold land is likely to be required in the long term. It was originally going to be in perpetuity, but the concessionaire preferred a defined term. The concession may well terminate before this time if the parts of this property served by the easement are subdivided and the concession no longer needed.

2.6 Relevant information about the proposed grantee including information relevant to the grantee's ability to carry out the proposed activity:

Proposed grantee: Mt Creighton Station Limited

Relevant information: The grantee is currently engaged in farming and is using the route to facilitate stock movement between parts of the property.

Schedule Three: Provisions relating to the Schedule Three Land

1 Details of designation

- 1.1 Under this Proposal the land shown shaded green or yellow on the Plan, being 5,316.8263 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;
 - (b) Section 11 of the Crown Minerals Act 1991;
 - (c) the covenant shaded yellow and labelled **CC1** on the Plan and substantially as set out in Appendix 6;
 - (d) the covenant shaded yellow and labelled **CC2** on the Plan and substantially as set out in Appendix 7;
 - (e) the covenant shaded yellow and labelled **CC3** on the Plan and substantially as set out in Appendix 8;
 - (f) the covenant shaded yellow and labelled **OSC** on the Plan and substantially as set out in Appendix 9;
 - (g) the easement marked with a dashed orange line and labelled 'a-d-j', 'b-c-f-z', 'a1-j1-e', 'f-b1-c1-v', and 'h-v' on the Plan and substantially as set out in Appendix 10;
 - (h) the easement marked with a dashed orange line and labelled 'd-y', 'n-o', 'q-r', and 'w-x' on the Plan and substantially as set out in Appendix 11;
 - (i) the easement marked with a dashed red line and labelled 's-t', 'u-v', and 'k-m' on the Plan and substantially as set out in Appendix 10;
 - (j) the easement marked with a dashed red line and labelled 'e1-g1', and 'e1-f1-f1' on the Plan and substantially as set out in Appendix 12;
 - (k) the continuation in force of two rights of way easements, in favour of parts of the land providing access over adjoining land, and substantially as set out in Appendix 13;
 - (l) a Mining Permit registered against the lease and substantially as set out in Appendix 14 (Interest 862050 OT9D/488);
 - (m) the continuation of three unregistered Water Permits pursuant to section 104B of the Resource Management Act 1991 in favour of Tony Roger Sewhoy, in consents RM11.102.04.V1, RM11.102.05 and RM11.102.06, substantially as set out in Appendix 15;
 - (n) the continuation of four unregistered Mining Permits pursuant to section 25 Crown Minerals Act 1991 issued in favour of Alister Duncan, Daniel Gerber, Moonlight Mining Limited, and Tony Sewhoy, as summarised in Appendix 16;
 - (o) the continuation of an unregistered easement in gross as set out in Appendix 5.
-

Schedule Four: Conditions

- 1 The Commissioner is under no obligation, and may decide, in its sole discretion, not to proceed further with the Tenure Review unless and until:
- (a) the Commissioner considers that sufficient funds will be obtained in order to complete the Tenure Review;

[Insert other conditions: e.g.]
 - (b) the Director General of Conservation has completed all actions required under Part IVA of the Conservation Act 1987;
 - (c) the Commissioner has reviewed, and is satisfied, in its sole discretion that the easement referred to in Appendix [] is in an acceptable form, has been executed, consented by the necessary parties and has been registered against the Lease.]
-

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: Indicative Fencing and Construction Requirements**Fencing Specifications:****Length and location:** Fence to be erected along lines:

New fencing:	A-B-C	1400 metres
	K-L	30 metres
	P-G	1900 metres
	D-M	100 metres
Upgrade existing fences:	I-J	4100 metres
	D-E	380 metres
	F-N	1500 metres
	O-P	500 metres
	G-H	3200 metres

Type: Seven wire sheep fence**Specifications:**

- Fence to be constructed of six HT 2.5mm wires and one bottom galvanised medium tensile 4.00mm wire.
- 2,1m x 200mm treated timber strainer posts with 2.4m x 125mm treated timber stays for all intermediate corners, gateways and ends of strains.
- 1.8m x 125mm treated timber posts or 1.65m T-Irons (min 50mm x 5mm web) on all high points with 20m max spacing for intermediate posts.
- Six steel y-posts 1.5m long (min weight 2kg/m) per 20 m. Max spacing 3m.
- All Gateways 3.0m "Taranaki" style 8 line x 150mm sheep netting gates with min 2 intermediate uprights and top plain wire above netting. Gateway locations indicated in each line.
- All Strainers to be driven or dug and footed
- 4.00mm wire for all foots, tie downs and tie backs
- Tie backs permitted on both sides of fence with a min of 2 anchor points.
- Netting flood gates to be constructed and operate separate to fence with anchor points on either side of waterway above high water level, with netting swung off 3 x 4.00mm twisted wires.
- All Strainers to be mortised, stayed and blocked.
- All wires securely and neatly tied off, with bottom wire of fence remaining 100-150mm above ground
- All line clearance done by hand tools with no mechanical benching or vegetation removal.
- 50 x 4mm galvanised barbed staples to be driven well in but allow wires to run through.
- Top fence wire tied on securely using 3.15mm wire.
- All wires tensioned to wire manufacturer's specifications with permanent style strainers. Strain lengths not to exceed 300m for 2.5mm HT wires and 250m for 4.00mm wire.

New Fence A-B-C, K-L

- As specified above with the inclusion of gateways on saddles at L, B, small tarn midway between A and B, and at C.
- Fence endings at L, K, A and C to be made stock proof with 150mm sheep netting and barbed top wire.

New fence P-G

- Fence requires replacing with new fence specified as above along the existing fence line.
- New fence will finish approx. 100m beyond Point 'P'
- 3.0m 'Taranaki' style Gateway installed at bush edge above 'G'
- Existing Fence to be removed from site.

New fence D-M

- New fence as per new fence specifications above.
- 3.0m 'Taranaki' style gate at M
- Short netting fence from 'M' to top of bluff to form stock proof barrier.

Fence upgrade I-J

- Fence upgrade requiring some sections to be replaced with new fence.
- Replace broken or damaged wires
- Lift fence so bottom wire is clear of ground
- Straighten or replace uprights damaged from snow or rock fall as necessary.
- Replace and install tie downs as needed
- Netting flood gates replaced where needed to make stock proof.
- Where broken, the top barbed wire can be replaced with 2.5mm HT wire laced on.

There are approx. 7 sections (600m) of fence along this section that requires replacement due to existing fence being beyond repair. For these sections:

- New fence as per new fence specifications above
- Old fence sections to be removed from site.
- Re use existing material if possible, only if they meet the specified standard.

Fence upgrade D-E, F-N, O-P

- Upgrade existing fence from end of new fence, (100m beyond 'P'). Work required is minor, to include-
- Restrained wires
- Replace broken/damaged wires
- Tie downs to make fence stock proof.
- Straighten uprights as required.
- Lift fence so bottom wire remains 100-150mm clear of ground.
- Repair flood gates in creek crossings

Fence upgrade G-H

Requires minor upgrade work including –

- Replacing bottom wire with 4.00mm where existing wire is broken or damaged due to being on the ground
- Few fence sections require lifting to ensure bottom wire remains 100- 150mm clear of ground
- Occasional upright straightened due snow or rock fall damage
- Some wires require straining where broken or loose
- Netting in some creek crossings replaced to form a stock proof barrier. (approx 3)
- Tie downs as necessary to ensure bottom wire remains 100 -150mm above ground.

Construction

There is to be no line clearance other than by hand held tools for all fence sections.

If in the course of fencing work it is considered that a specific section of line should be cleared using other machinery then a separate consent from LINZ will be required prior to any work being undertaken. Such consent is to be sought by LINZ's implementation contractor and approval will require an undertaking of:

- Minimal vegetation disturbance
- Not to cause slope instability
- Not to cause erosion or siltation

Earthworks are not required. Should any earthworks be considered then a Works Consent from ECAN must be obtained under the Resource Management Act 1991.

Appendix 4: Easement Concession to be Created

Concession number: _____

DATED _____

Between

**MINISTER OF CONSERVATION
("the Grantor")**

and

**MOUNT CREIGHTON STATION LIMITED
("the Concessionaire")**

**EASEMENT CONCESSION
UNDER CROWN PASTORAL LAND ACT 1998**



**Department of Conservation
*Te Papa Atawhai***

- 1 -

THIS DOCUMENT is made this day of

PARTIES:

1. **MINISTER OF CONSERVATION, ("the Grantor")**
2. **MOUNT CREIGHTON STATION LIMITED ("the Concessionaire")**

BACKGROUND

- A. 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.
- B. The land described in Item 2 of Schedule 1 as the Dominant Land is freehold land of the Concessionaire.
- 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 Easement Area subject to the terms and conditions of this Document.
- E. 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

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

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

“**Background**” means the matters referred to under the heading ‘Background’ on page 2 of this Document.

“**Compensation**” means the amount specified in Item 6 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 a concession as defined in section 2 of the Conservation Act 1987.

“**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.

“**Document**” means this document and any subsequent amendments and all schedules, annexures, and plans attached to it.

- 2 -

"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 59A of the Reserves Act 1977.

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

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

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

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

1.2 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (d) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include other genders;
- (g) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;
- (h) where the Grantor's consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

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

2.0 GRANT OF APPURTENANT EASEMENT

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

3.0 TERM

3.1 The Easement is for the Term specified in Item 5 of Schedule 1.

- 3 -

4.0 COMPENSATION

- 4.1 The Concessionaire must pay to the Grantor in the manner specified by the Grantor the Compensation specified in Item 6 of Schedule 1.

5.0 OTHER CHARGES

- 5.1 In addition to Compensation, the Concessionaire must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which may become payable in relation to the Easement Area and which are attributable to the Concessionaire's use of or activity on the Easement Area.

6.0 CONCESSION ACTIVITY

- 6.1 The Concessionaire is not to use the Easement Area for any purpose other than the Concession Activity.

7.0 COMPLIANCE

- 7.1 The Concessionaire will comply where relevant:
- (a) with the provisions of any conservation management strategy or conservation management plan under Part 3A of the Conservation Act 1987 together with any amendment or review of any strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
 - (b) with the Conservation Act 1987, the Reserves Act 1977, the Resource Management Act 1991 and the Health and Safety in Employment Act 1992 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Area or affecting or relating to the Concession Activity.

8.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

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

9.0 PROTECTION OF THE ENVIRONMENT

- 9.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:
- (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Easement Area; or
 - (b) bring any plants, or animals (except those stipulated in Item 4 of Schedule 1) on to the Easement Area; or

- 4 -

- (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or
- (d) pile or store materials in any place on the Easement Area where they may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Easement Area; or
- (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Easement Area; or
- (g) disturb or allow stock to disturb any stream or watercourse on the Easement Area; or
- (h) light any open fire on the Easement Area.

9.2 The Concessionaire, must at the Concessionaire's expense:

- (a) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Easement Area or any Structure or facility on the Easement Area;
- (b) comply strictly with the provisions of the Biosecurity Act 1993.

9.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 9

9.4 The Concessionaire may bring firearms on to the Easement Area for use in connection with the Concession Activity and pest control operations.

9.5 The Concessionaire may for purposes of the Concession Activity take onto or use vehicles on the Easement Area on existing formed access tracks only.

10. TEMPORARY SUSPENSION

10.1 The Grantor may, at any time in exercise of the Grantor's powers, close all or part of the Easement Area for such period as she/he considers necessary. In any such event, the Grantor shall endeavour to give the Concessionaire reasonable notice of the closure.

11.0 TERMINATION

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

- (a) the Concessionaire breaches any terms of this Document; and
- (b) the Grantor has notified the Concessionaire in writing of the breach; and
- (c) the Concessionaire does not rectify the breach within 28 days of receiving notification.

11.2 Immediately on termination the Concessionaire must execute a surrender of this Document if the Grantor so requires it.

12.0 INDEMNITIES AND INSURANCE

12.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of

- 5 -

any acts or omissions of the Concessionaire, its employees, agents, contractors, licensees or invitees or otherwise caused as a result of its use of the Easement Area or the Concessionaire's carrying out of the Concession Activity on the Easement Area.

- 12.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.
- 12.3 Without prejudice to or in any way limiting its liability under clause 12.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:
- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Easement Area and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 7 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 8 of Schedule 1; and
 - (b) statutory liability insurance for the amount specified in Item 9 of Schedule 1; and
 - (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 10 of Schedule 1.
- 12.4 With respect to clause 12.3 the Concessionaire must before commencing the Concession Activity and on each renewal of insurance, provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.

13.0 ASSIGNMENT

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

14.0 DISPUTE RESOLUTION AND ARBITRATION

- 14.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 14.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to mediation with a mediator agreed between the parties.

- 6 -

- 14.3 If the parties do not agree on a mediator, the President of the local branch of the New Zealand Law Society in the region in which the Easement Area is situated is to appoint the mediator.
- 14.4 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.
- 14.5 Notwithstanding any provision to the contrary in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the local branch of the New Zealand Law Society in the region in which the Easement Area is located is to appoint the arbitrator. The arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 14.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.
- 14.7 The parties agree that the results of any arbitration are to be binding on the parties.

15.0 NOTICES

- 15.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile or email addressed to the receiving party at the address or facsimile number or email address set out in Item 11 of Schedule 1.
- 15.2 A notice given in accordance with clause 15.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of pre-paid post, on the third working day after posting;
 - (c) in the case of facsimile or email, on the Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.

16.0 RELATIONSHIP OF PARTIES

- 16.1 Nothing expressed or implied in this Document shall be construed as:
- (a) conferring on the Concessionaire any right of exclusive occupation or use of the Easement Area;
 - (b) preventing the Grantor from granting similar concessions to other persons;
 - (c) derogating from the rights of the Grantor and the public to have access across the Easement Area.

17.0 SPECIAL CONDITIONS

- 17.1 Special conditions relating to this Document are set out in Schedule 2.
- 17.2 The standard conditions contained in this Document must be read subject to any special conditions.

Signed by :

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

- 7 -

in the presence of :

Witness:

Occupation:

Address:

Signed by :

as Concessionaire
in the presence of :

Witness :

Occupation :

Address :

SCHEDULE 1

1. **Servient Land:** Proposed Conservation Land identified in the tenure review Designations Plan as "CA".
(see definition of Servient Land in clause 1.1)
2. **Dominant Land:** Proposed freehold land identified in the tenure review Designations Plan as "FH". (see definition of Dominant Land in clause 1.1)
3. **Easement Area:** Shown as the blue dashed line and labelled as "h-h1, g-e" and "g-l" on the Designations Plan all these being 20m wide; and "h1-p-k1-g" on the Designations Plan being 50m wide; and the holding paddock shown on the Designations Plan at "p".
4. **Concession Activity:**
Right of Way Access for activities associated with farm management use including construction and maintenance of stock holding paddock only. (see definition of Concession Activity in clause 1.1.)
5. **Term:** Commencing on the date that an approved plan is registered pursuant to section 65 of the Crown Pastoral Land Act 1998 for a period of 200 years, unless earlier terminated in accordance with special condition 7. (see clause 3.1)
6. **Compensation:** 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.
(see clause 4.1)
7. **Public Liability General Indemnity Cover:** (see clause 12.3)
for \$200,000.00
8. **Public Liability Forest & Rural Fire Act Extension:** (see clause 12.3)
for \$1,000,000.00
9. **Statutory Liability Insurance** (see clause 12.3)
for \$20,000.00
10. **Other Types of Insurance:** (see clauses 12.3)
for \$ NA
11. **Address for Notices (including facsimile number and email):** (see clause 15)
 - (a) **Grantor:** C/- PO Box 5244, Dunedin 9058
Fax (03) 474 7090
Email:
 - (b) **Concessionaire:** Mount Creighton Station Limited
c/- Kensington Swan,
Level 9,
89 The Terrace,
Wellington.

Fax (04) 472 2291

Email:

SCHEDULE 2

Special Conditions

1. The Concessionaire must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area.
2. Other than when secured in the holding paddock, stock must be actively driven through the Easement Areas and not left to drift through on their own.
3. Other than when secured in the holding paddock, no stock will be left to de-pasture in the Easement Areas.
4. Stock may be kept in the holding paddock for a maximum of 48 hours.
5. In conjunction with special condition 4, the Concessionaire may construct and maintain a hut within that part of the Easement Area being the holding paddock for the use of the Concessionaire's staff while undertaking the Concession activity. The hut may only be occupied and used while stock are being kept in the holding paddock and only for a maximum of 48 hours at any one time.
6. Vehicles may only be used on the Easement Area on existing formed vehicle tracks and no new tracks may be formed.
7. The Concessionaire may use the Easement Area for access by vehicle, horse, foot, driven stock and dog, except for over that part of the Easement Area marked as "g-e" where only foot and dog access is permitted.
8. In relation to items 7, 8, 9 and 10 in Schedule 1, the Grantor may every three years give the Concessionaire 3 months notice of an intention to alter the amounts of insurance required as set out therein and required by clause 12 and following. On receiving such notice the Concessionaire must within 3 months take out and keep current policies for insurance for amounts not less than the sums specified in that notice.
9. This concession will terminate on the registration of a transfer of ownership resulting in the two parts of the Dominant Land identified as "FH" in the tenure review designations plan having different registered proprietors.
10. The Concessionaire has the right to maintain any assets owned by the Concessionaire for the purpose of the Concession Activity. While it is recognised that stock routes will need to be kept open, other maintenance requirements such as clearance of vegetation on the Easement Area may only be undertaken with prior written consent of the Grantor as required by clause 9.1.
11. Notwithstanding special condition 10, in relation to that part of the Easement Area shown as "g-l", the Concessionaire may undertake vegetation clearance no greater than two metres wide.

Appendix 5: Unregistered Easement to be Continued (NIWA)

PRY- C60-12459-SCM-P0107-2/04

GRANT OF EASEMENT (Pursuant to Section 60 Land Act 1948) dated 18 October 2012

PARTIES

1. **THE COMMISSIONER OF CROWN LANDS**
at Wellington ("the Grantor").
- AND
2. **National Institute of Water and Atmospheric Research New Zealand (NIWA)**
("the Grantee").

BACKGROUND

- A. The Grantor has agreed to grant to the Grantee a climate monitoring easement in gross for ingress and egress for the purpose of the establishment and future maintenance of an automatic climate station over the Grantor's Land (as set out in the First Schedule) on the terms and conditions set out in this Deed.

TERMS OF THIS DEED

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Deed (including Schedules)

"Deed" means this Deed, the background and the schedules.

"Commencement Date" means the date of this Grant of Easement.

"Equipment" includes cables, lines, wires, cranes, drilling rigs, vehicles, plant, tools and machinery and all material and items required for the purpose of exercising any of the rights granted by this Deed.

"Easement Land" means that area of the Grantor's land:

- described on the plan attached in the Second Schedule being the area specifically shown as the 'Proposed Climate Station Location'.
- upon which the Mt Larkin Automatic Climate Station is to be situated

"Automatic Climate Station" means:

Lattice mast supporting monitoring instruments and satellite communications antenna, housings for battery and logging/telemetry equipment, solar panels, rain gauge and snow pillow array of approximately 3 X 3 metres.

"Grantee" includes the Grantee's servants, agents, employees, workers, invitees, licensees, contractors and any lessee or tenant of the Grantee.

"Grantor's Land" means the Grantor's land set out in the First Schedule.

"Lessee" means Mount Creighton Station Limited (being the lessee of Mt Creighton Pastoral Lease).

"Pastoral Lease" means P.107 (recorded in Computer Interest Register OT386/52) being the lease registered against the Land at the time of execution of this Deed (if

any) and includes any lease granted in renewal, substitution or subsequent to that Lease.

"Signals" includes signals, waves and impulses, light waves and telecommunications.

"Soil" includes soil, gravel or other similar substances.

"Vegetation" includes all vegetation both cultivated and natural and includes grass, crops, trees and shrubs and includes any vegetation encroaching into the airspace of the Easement Land.

"Vehicles" includes four wheel drives, motorbikes, cars and trucks, tractors, trailers, graders, pile drivers, drilling rigs, cranes, helicopters, aircraft, excavation and earthmoving equipment, whether wheeled or tracked.

"Working Day" means any day of the week excluding Saturday, Sunday, national statutory holidays and the anniversary days commonly observed in Wellington and the locality in which the Grantor's Land is situated.

"Works" means the Mt Larkin Automatic Climate Station and includes all or any part of any cables, wires, earthwires, conductors, other apparatus used or intended to be used for the passive recording of climate data, towers, poles, insulators, foundations, and other structures, fixtures, equipment and protective fencing which the Grantee considers necessary or expedient for the support or protection of the Works or to assist in the efficient and proper use of the Works

1.2 In the Interpretation of this Deed unless the context otherwise requires:

1.2.1 The headings and subheadings appear as a matter of convenience and shall not affect the Interpretation of this Deed;

1.2.2 References to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to and;

1.2.3 The singular includes the plural and vice versa and words incorporating any gender shall include every gender.

2. GRANT OF EASEMENT

2.1 Pursuant to Section 60 of the Land Act 1948, the Grantor grants to the Grantee a climate monitoring easement in gross for the term of 30 years from the Commencement Date. The easement may be exercised from time to time and at all times and includes (without limitation) the right to operate an automatic climate station and the following ancillary rights:

- (a) To ingress and egress the Easement Land to build, construct, install, lay, remove, inspect, use, operate, repair, maintain, renew, alter, replace, upgrade, add to and modify the Works or any part of the Works on the Easement Land.
- (b) To ingress and egress the Easement Land to use the Works on, or over, the Easement Land to passively record climate data and transmit data via satellite communications.
- (c) To undertake all tests, inspections, investigations and surveys necessary for the Grantee to exercise its rights under this Deed;

- (d) To enter the Easement Land by using helicopters with helicopter land restricted to the prominent bench at the head of Wire Creek Catchment shown marked on the plan attached in the Fourth Schedule. Access may be with or without personnel authorised by the Grantee, machinery or Equipment for the purposes of exercising the Grantee's rights under this Deed (subject to the Grantee complying with the Grantor's and the Lessee's reasonable conditions as to access).
- (e) To clear and keep the Easement Land clear of trees, shrubs, vegetation, structures, soil, earth, gravel and stone, and to keep the Grantor's Land clear of any structure or vegetation which is, or is likely, in the sole opinion of the Grantee to be a danger or hazard to the safety or operation of the Works; and
- (f) To open up the soil of the Easement Land and excavate or remove timber, vegetation, soil, earth, gravel and stone from the Easement Land to the extent necessary for the Grantee to exercise its rights under this Deed.

3 OWNERSHIP OF STRUCTURES

- 3.1 All structures and works placed by the Grantee on the Easement Land for the purposes of exercising the rights of the Grantee created by this Deed will remain the property of the Grantee and no part of them will become a fixture on the Grantor's Land and will not for any reason become the property of the Grantor.
- 3.2 The Grantee will, unless a further easement is granted, on the expiry of the term granted or sooner determination of the rights created by this Deed, remove all structures and Works from the Easement Land within one month and will restore the Grantor's Land as close as reasonably possible to the condition that it was in at the commencement of this Deed.
- 3.3 If the Grantee has not taken the steps set out in Clause 3.2 of this Deed within the specified time, the grantor may remove all structures and Works from the Easement Land and restore the Grantor's Land as close as reasonably possible to the condition that it was in at the commencement of this Deed and recover all costs incurred from the Grantee.

4. CONSIDERATION

- 4.1 In consideration for the grant of easement in this deed:
 - 4.1.1 The Grantee shall pay the Grantor a lump sum payment of \$500.00 plus GST (if any);
 - 4.1.2 The Grantee shall observe the obligations imposed on it under this Deed.

5. REGISTRATION

- 5.1 This deed or a transfer instrument incorporating the terms of the deed may be registered and both parties will do all things necessary to enable registration.

6. PAYMENT OF COMPENSATION TO LESSEES

- 6.1 The Grantee has entered into an agreement with the Lessee (attached as the Third Schedule).. In that agreement the Lessee:

- (a) Consents to the registration of the deed for the purposes of Section 60 of the Land Act 1948; and
- (b) Pursuant to Section 60(1) of the Land Act 1948 waives any right to compensation from the Grantor in respect of the easement granted pursuant to this Deed.

7. OBLIGATIONS OF THE GRANTEE

- 7.1 The Grantee shall when entering onto the Grantor's Land and using the Easement Land and using any specified access routes (as set out in to Clause 2.1(d) of this Deed) and:
- 7.1.1 Take all reasonable precautions for guarding against any danger (including, but without limitation, fire, physical danger or disease), and in particular shall comply with all conditions that may be imposed from time to time by any lawful authority.
 - 7.1.2 Ensure that as little damage or disturbance as possible is caused to the surface of the Grantor's Land and that the surface is restored to its former condition and any other damage done by reason of the activities permitted on the Easement Land by this Deed is similarly restored. If as a result of the activities permitted by clause 2 of this Deed damage is caused to stock on the Grantors land, reasonable compensation will be paid.
 - 7.1.3 The Grantee shall only enter onto the Grantor's Land pursuant to this Deed and upon reasonable notice EXCEPT in an emergency where the Grantee may enter without notice if necessary provided that subsequent notice is given as soon as practicable. In both cases notice shall be given to both the Grantor and the Lessee (if any).
 - 7.1.4 The Grantee shall, at its cost, restore to the reasonable satisfaction of the Grantor any part of the Grantor's Land, which it damages directly or indirectly by the Grantee.
- 7.2 The Grantee shall at all times in the exercise of the rights set out in this Deed not obstruct or hamper the Grantor or the Lessee, or any agents, employees and contractors of the Grantor or the Lessee, in its normal or reasonable use of the Grantor's Land.
- 7.3 The Grantee shall not at any time except with the prior written approval of the Grantor carry out any activity which is not included within Clause 2 of this Deed on the Grantor's Land, or do any other thing which would affect the ability of the Grantor or the Lessee to use the Grantor's Land.
- 7.4 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorizations as are necessary for the Grantee to conduct the activities permitted by this Deed.
- 7.5 The Grantee shall keep the Easement Land clear of noxious weeds.
- 7.6 The Grantee shall prevent the Works from becoming a danger or a nuisance.

11. HEALTH AND SAFETY

- 11.1 The Grantee will comply with all obligations imposed on the Grantee at law as the person in charge of a place of work and will be responsible for the health and safety of any person who enters on the Easement Land at the request of the Grantee.
- 11.2 The Grantee shall take all practicable steps (as far as is legally permissible) to ensure that any obligations imposed on the Grantor under the Health and Safety in Employment Act 1992 are complied with at all times and shall comply with any reasonable obligations imposed by the Grantor regarding the identification and mitigation of hazards and the health and safety of persons on the Grantor's Land.

12. COSTS

- 12.1 The Grantee shall bear all reasonable costs and expenses (including the Grantor's legal costs and expenses) in relation to the preparation and enforcement of any provisions in this Deed.
- 12.2 The Grantee shall be solely responsible for registration (if any) of this Deed and any associated costs.
- 12.3 All costs of the construction, operation and maintenance of structures, fixtures and the works, and the carrying out of all associated works permitted by this Deed shall be at the Grantee's costs.


13. INDEMNITY

- 13.1 The Grantee indemnifies the Grantor and the Lessee against physical damage to the Easement Land or anything located on the Easement Land and any damage to a third party for which a claim is brought against the Grantor or the Lessee where that damage is caused by any act or omission of the Grantee not permitted by this Deed or any negligent act or omission of the Grantee.
- 13.2 The Grantee indemnifies the Grantor or Lessee against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor or Lessee in connection with this Deed or as a result of the exercise by the Grantee of its rights under this Deed, or any breach by the Grantee of its obligations, undertakings or warranties contained or implied in this Deed provided however that the Grantee's liability for each claim under this clause shall be limited to a maximum sum of \$1,000,000.00.

14. GRANTOR'S LIABILITY EXCLUDED

- 14.1 Under no circumstances will the Grantor be liable in contract, tort, or otherwise to the Grantee for any expense, costs, loss, injury, or damage whether consequential or otherwise, arising directly or indirectly from this Deed or any activity undertaken by the Grantee on the Grantor's Land, whether the expense, cost, loss, injury or damage is the direct or indirect result of negligence or otherwise.

15. TERMINATION

- 15.1 The Grantor may terminate the rights created by this Deed if the Grantee breaches any of the terms of this Deed and the breach remains unrectified following written notice to 

the Grantee specifying the breach and seeking rectification within 20 Working Days or such other time agreed in writing by the parties.

15.2 If the breach remains unrectified (or is unable to be rectified) then termination must be by written notice from the Grantor.

15.3 Upon termination (for whatever reason) of the grant of easement evidenced by this Deed all rights of the Grantee shall immediately cease (subject to clause 3.2 of this Deed) but the Grantee shall not be released from any liability to pay consideration or other moneys up to the date of termination.

15.4 Upon termination the Grantee shall formerly surrender the rights under this Deed and surrender the grant of easement.

15.5 The Grantee will surrender this Deed when it no longer requires the Easement land or access routes for those purposes set out in clause 2 of this Deed.

16. DISPUTE RESOLUTION

16.1 If any party requires the resolution of a dispute between them regarding their rights or obligations under this deed, then:

(a) The procedure as set out in Section 17 of the Land Act 1948 shall be followed if that section can be applied; or

(b) If Section 17 of the Land Act 1948 cannot be applied to the dispute then the dispute shall be referred by arbitration under the Arbitration Act 1996 by an arbitrator agreed to by the parties, and failing agreement appointed by the then President of the New Zealand Law Society or its successor body.

17. BINDING ON SUCCESSORS

17.1 This Deed will be binding on and enure for the benefit of the executors, administrators, successors and assigns of both parties.

18. FURTHER ASSURANCES

18.1 Each of the parties agrees to execute and deliver any documents and to do all acts and things as may reasonably be required by the other party or parties to obtain the full benefit of this Deed according to its true intent.

19. COMPLIANCE WITH LAWS

19.1 Both parties will at all times comply with all relevant statutes, bylaws, regulations and other lawful requirements relating to this Deed, the Land and the Works and with all licences, notices, orders, consents, requisitions, conditions or requirements which may be given or required by any competent authority.

20. GRANTEE'S RIGHTS, POWERS AND REMEDIES NOT AFFECTED

20.1 Any rights, powers and remedies which the Grantee may have under any statute, regulation, standard, code of practice or otherwise at law are not limited or affected by this Deed.

21. SEVERABILITY

- 21.1 If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed.

22. GOVERNING LAW

- 22.1 This Deed shall be governed by and construed in accordance with New Zealand law.

23. NO WAIVER

- 23.1 A waiver of any provision of this Deed shall not be effective unless given in writing, and then it shall be effective only to the extent that it is expressly stated to be given.
- 23.2 A failure, delay or indulgence by any party in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise or any power or right shall not preclude further exercises of that power or right or the exercise of any other power or right.

24. NOTICES

- 24.1 Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party:

24.1.1 The Grantor's address as set out in Clause 2 of the First Schedule.

24.1.2 The Grantee's address as set out in Clause 3 of the First Schedule.

- 24.2 All such notices are deemed to have been delivered:

- (a) If posted, three (3) working days following deposit in the mail with postage prepaid; or
- (b) If delivered, when delivered by hand; or
- (c) If sent by facsimile, when a completed transmission report is received by the sender unless a verifiable query as to material legibility is promptly raised by the recipient;

provided, however, that a notice sent or delivered on a day which is not a Working Day shall be deemed to be received at 9am on the next Working Day.

25. COVENANTS IMPLIED BY LAND TRANSFER ACT 1952

- 25.1 The rights and powers outlined in the Fourth Schedule to the Land Transfer Regulations 2002 are specifically excluded and replaced with those included in this Deed.

26 DISPOSAL OF FEE SIMPLE

- 26.1 If the Grantor for any reason transfers ownership of a fee simple estate in the Grantor's Land including the Easement Land to any person who is not the Crown, the Grantor will at the Grantee's cost register an easement on the title/Computer Register on similar terms to this easement but with necessary modifications including the exclusion of those clauses applying specifically to the Crown. The Grantor will also accept a surrender of this Deed. The new easement and the surrender of this Deed will take effect at the same time with the effect that the transferee of the fee simple estate will take title subject to the new easement.

27 GRANTORS RIGHTS OF DELEGATION

- 27.1 All rights, benefits and obligations of the Grantor arising under this Deed may be exercised by any person duly appointed by the Grantor PROVIDED THAT the exercise of any such rights, benefits or obligations by that person shall not limit the liability of the Grantor in the performance or observance of the provisions of this Deed.


IN WITNESS WHEREOF this Deed has been duly executed on the date first written above.

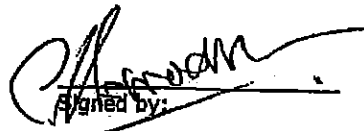
SIGNED by
Acting for and on behalf of the
Commissioner of Crown Lands
pursuant to a delegation under by
section 41 of the State Sector Act 1988.
Murray Robert Mackinnon
in the presence of:



Name: *Jeremy Severina*
Occupation: *Portfolio Manager*
Address: *112 Trian St, Christchurch.*

SIGNED on behalf of National Institute of Water and Atmospheric Research Limited by
Authorised Officer

Signed by: 
Barry T.F. Biggs
Name of Director

Signed by: 
C. HOWARD-WILLIAMS
Name of Director

FIRST SCHEDULE

1. GRANTOR'S LAND

Runs 11, 12A, 346A, Part Run 706, Sections 1, 2 & 3 Block XIV, Part Section 4 Block VI, Part Section 2 & Section 36 Block XIII, Section 25 Block VII, Section 60 & 61 Block IV, Section 1 & 3 Block XII and Section 31 Block V Mid Wakatipu Survey District, Section 5 Block X Glenorchy Survey District, Section 1 & 2 SO 23732, Section 1 & 2 SO 23504 in the Otago Land District.

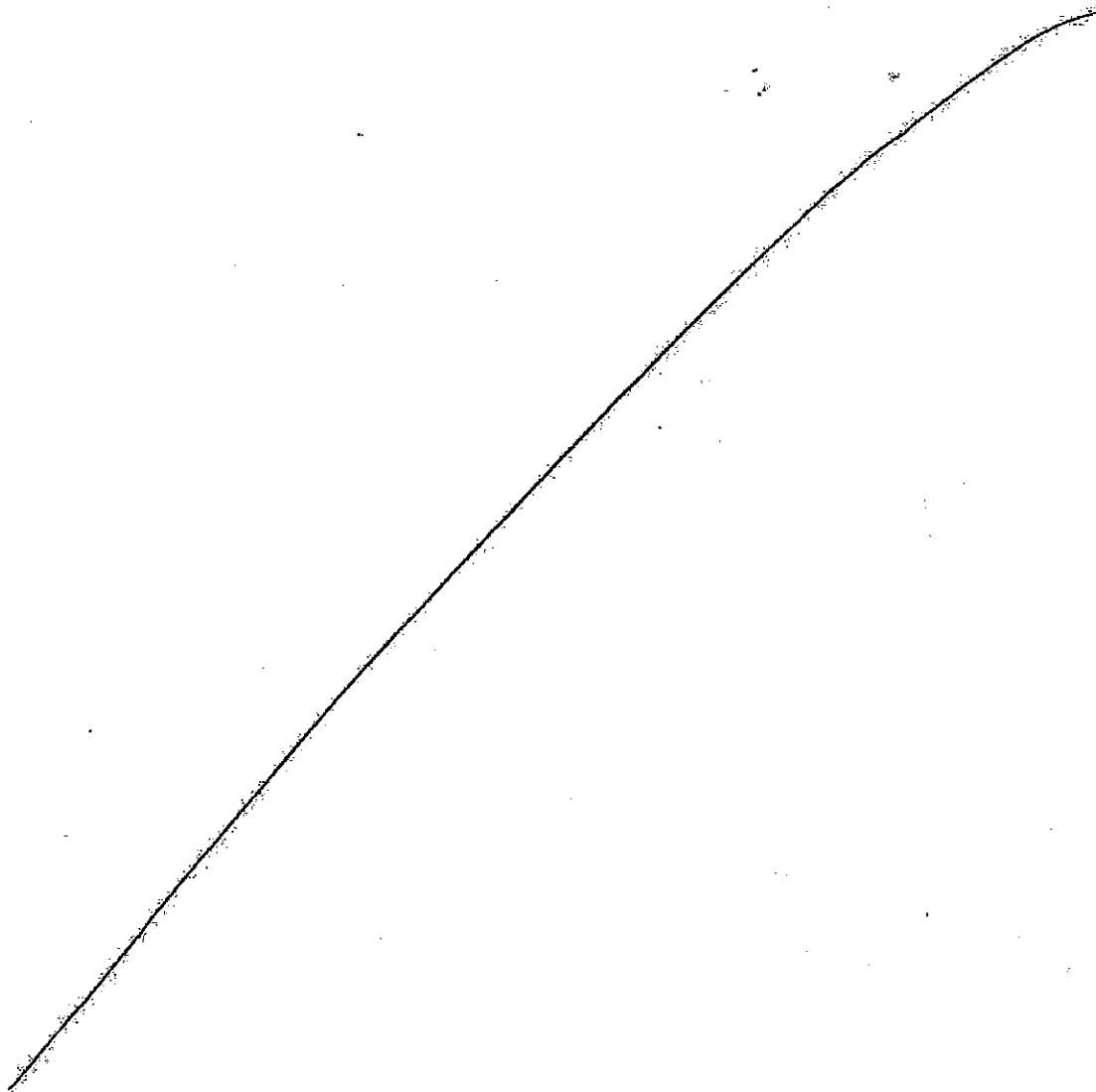
2. GRANTOR'S ADDRESS

LINZ Pastoral Unit
Land Information New Zealand
Crown Property Management
Private Bag 4721
CHRISTCHURCH 8140

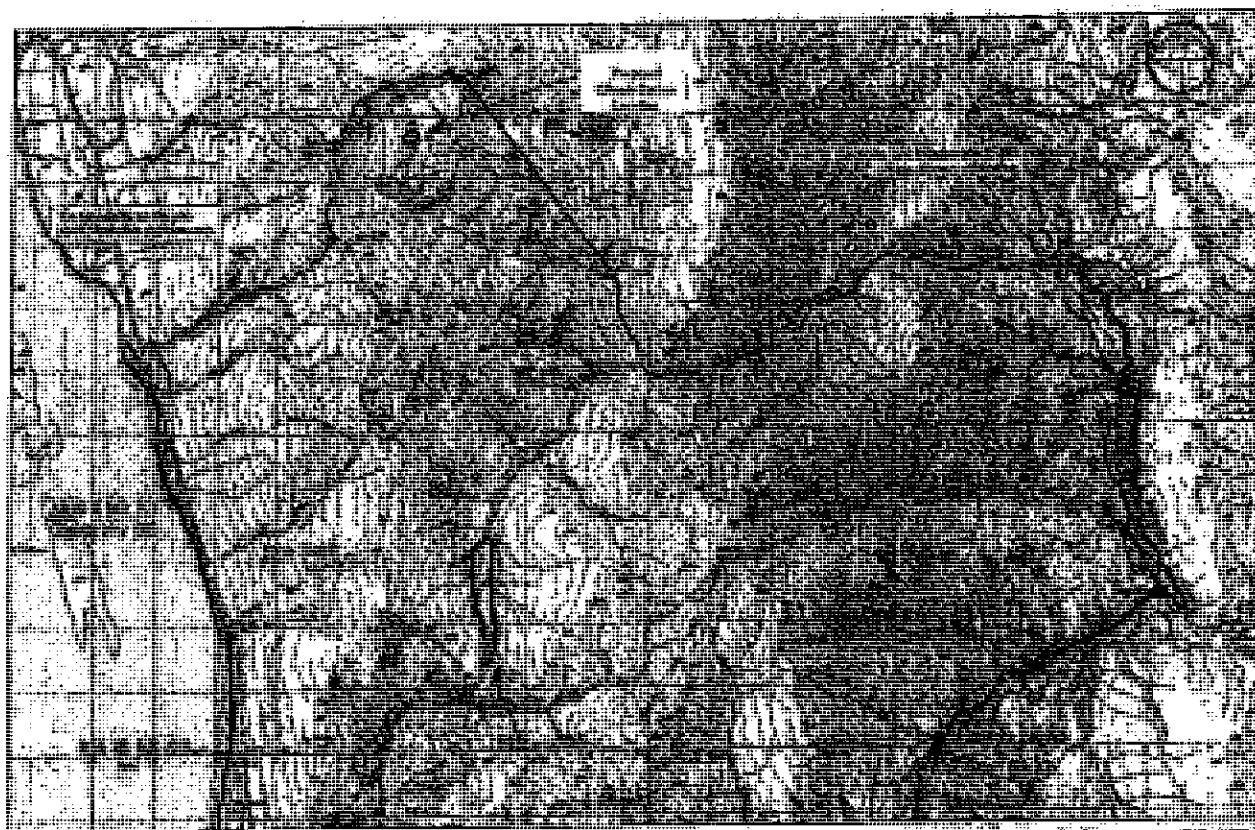
3. GRANTEE'S ADDRESS

National Institute of Water and Atmospheric Research Limited
Gate 10 Silverdale Road
Hillcrest, Hamilton 3216
PO Box 11115
HAMILTON

**SECOND SCHEDULE
PLAN OF EASEMENT LAND**



[Handwritten signature]



Legend

Land Status Planning
Mt Craghead



Scale 1:50,000
North Arrow
Source: USGS, 1980

Handwritten signature or initials.

THIRD SCHEDULE
COPY OF AGREEMENT BETWEEN GRANTEE AND LESSEE

[A large diagonal line, likely a redaction, spans the majority of the page content.]

[Handwritten signature/initials]

**CONSENT OF MOUNT CREIGHTON STATION LIMITED
TO DEED OF GRANT OF EASEMENT AND WAIVER OF
RIGHT TO COMPENSATION PURSUANT TO
SECTION 60 OF THE LAND ACT 1948**

MOUNT CREIGHTON STATION LIMITED hereby consents to the registration of the attached Deed of Grant of Easement for the purposes of Section 60 of the Land Act 1948 and hereby waives any right to compensation arising from the grant by the Grantor of the within Easement.

**EXECUTED by
MOUNT CREIGHTON STATION LIMITED by:**



Signature of Director

STEPHEN B. FISHER

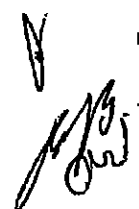
Name of Director



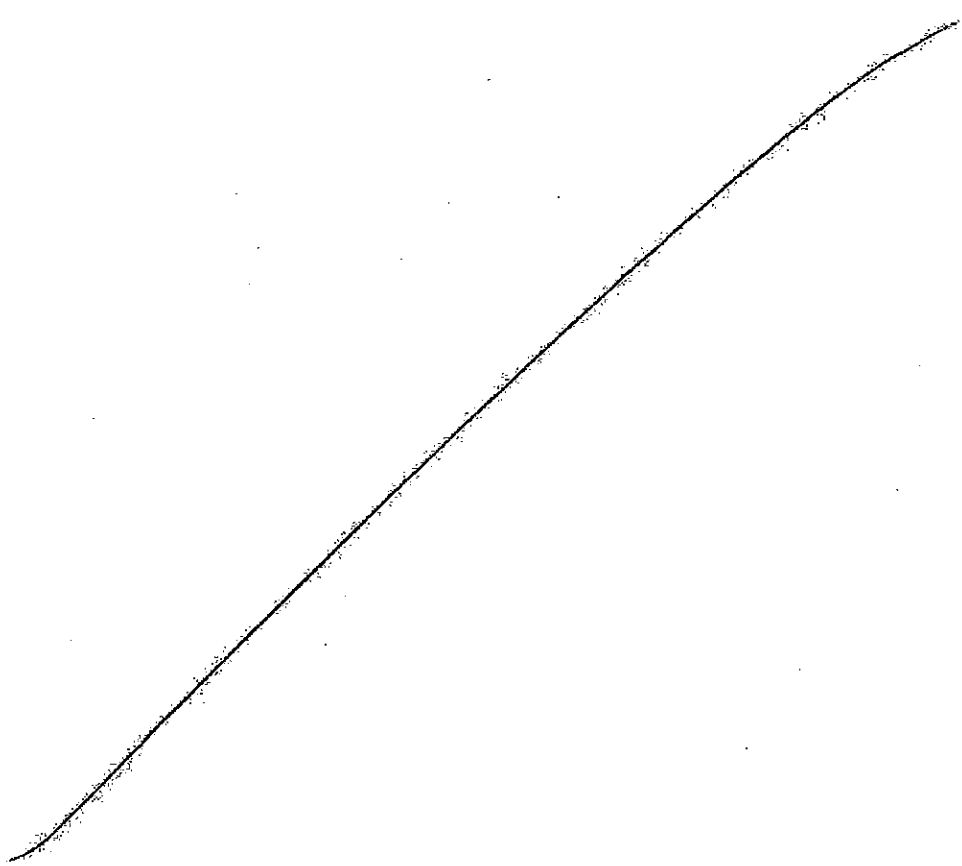
Signature of Director

WILLIAM F. L. SMITH

Name of Director



FOURTH SCHEDULE
PLAN OF HELICOPTER LANDING AREA

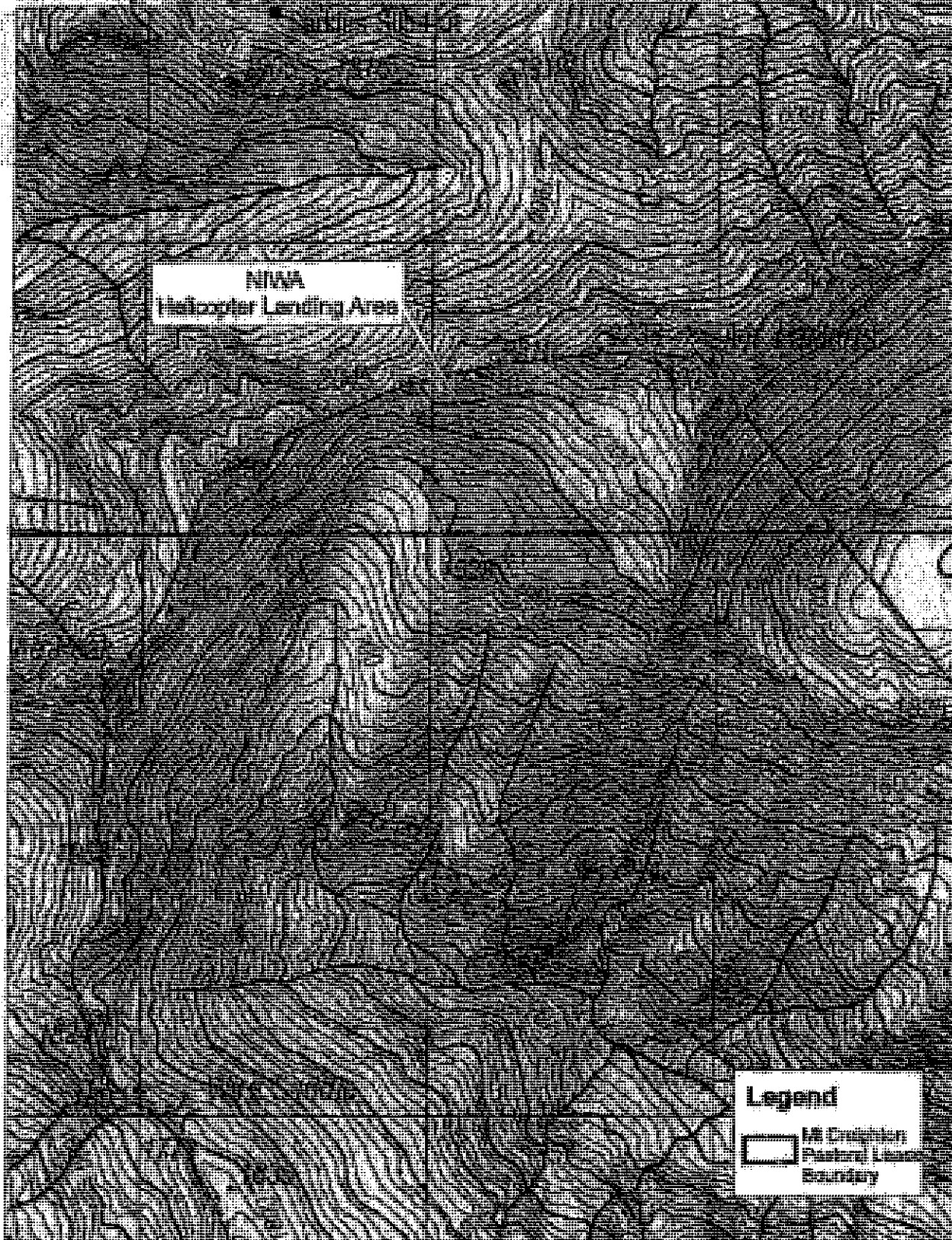


WAB
OW

**Helicopter Landing Area
Mt. Creighton Pastoral Lease
NIWA Operating Easement**



**Land Information
New Zealand**
2000 to 2009



Legend

Mt. Creighton
Pastoral Lease
Boundary



NZGD 2000 New Zealand Transverse Mercator

0 0.1 0.2 0.3 0.4 0.5 km

Printed 17 July 2012 by jasper@nznz.govt.nz. This map is provided for informational purposes only. Pastoral lease areas are indicative only. Any person wishing to rely on this map should consult the primary data source to ascertain the suitability and reliability of the information.

New Zealand Government

Handwritten signature/initials

Appendix 6: Conservation Covenant to be Created (CC1)

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

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

- 1 -

THIS DEED of COVENANT is made the day of

BETWEEN

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

AND

MINISTER OF CONSERVATION

BACKGROUND

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

OPERATIVE PARTS

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

1. INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

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

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

1.2 For avoidance of doubt:

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

2. OBJECTIVE OF THE COVENANT

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

3. THE OWNER’S OBLIGATIONS

- 3.1 Unless agreed in writing by the parties, the Owner must not carry out or allow to be carried out on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, chemical spraying, top dressing or sowing of seed;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;

- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
- 3.1.10 any other activity which might have an adverse effect on the Values.
- 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
- 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must:
 - 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and in particular comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on and to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, rebuild or replace all such Fences when reasonably required except as provided in clause 4.2.

4. THE MINISTER'S OBLIGATIONS

- 4.1 The Minister must have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.
- 4.2 The Minister must repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.

5. IMPLEMENTATION OF OBJECTIVES

- 5.1 The Minister may;
 - 5.1.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1;
 - 5.1.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objective specified in clause 2.1.

6. DURATION OF COVENANT

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

7. OBLIGATIONS ON SALE 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.

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 facsimile or by email addressed to the receiving party at the address or facsimile number set out in Schedule 1.
- 9.2 A notice given in accordance with clause 9.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of pre-paid post, on the third Working Day after posting;
 - (c) in the case of facsimile or email, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next Working Day after the date of dispatch.
- 9.3 The Owner must notify the Minister of any change of ownership or control of all or part of the Land and must supply the Minister with the name and address of the new owner or person in control.

10. DEFAULT

- 10.1 Where either the Minister or the Owner breaches any of the terms and conditions contained in this Covenant the other party:
- 10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and
 - 10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 10.2 Should either the Minister or the Owner become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 10.2.1 advise the defaulting party of the default.
 - 10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
 - 10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11. DISPUTE RESOLUTION PROCESSES

- 11.1 If any dispute arises between the Minister and the Owner in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.
- 11.2 **Mediation**
- 11.2.1 if the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
 - 11.2.2 if the parties do not agree on a mediator, the President of the local branch of the New Zealand Law Society in the region in which the Land is situated is to appoint the mediator.
- 11.3 **Failure of Mediation**
- 11.3.1 in the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;

- 6 -

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

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

12. JOINT OBLIGATIONS

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

13. SPECIAL CONDITIONS

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

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

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

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

Witness: _____

Address : _____

Occupation: _____

SCHEDULE 1

1. Description of Land

The Land has an area of approx 1185 ha and shaded yellow and labelled CCI on the Designations Plan, as shown in plan attached to Schedule 4.

2. Address for Service¹

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

C/- Box 5244

Fax (03) 474 7090

DUNEDIN 9058

Email:

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

Mount Creighton Station Limited

c/- Kensington Swan,

Level 9,

89 The Terrace,

Wellington.

Fax (04) 472 2291

email: gerald.fitzgerald@kensingtonswan.com

or: Enquiries.External@kensingtonswan.com

3. Values of Land to be Preserved

Landscape Amenities:

The Twenty-four Mile and Twenty-five Mile Creeks are very steep and rugged.

The catchments are dominated by extensive montane beech forest, which has been preserved within dark gullies and draining west to Lake Wakatipu. Manuka, with sub alpine shrub and tussock land extending to the ridgeline are also characteristic. Beech is slowly expanding its boundaries. *Hebe*, snow tussock and *Dracophyllum* are notable within the sub alpine shrubland zone.

Visual & Scenic Values:

Like most of Mount Creighton, this area contains significant visual values as a result of the rugged, wild steep character of the land, and the natural character and pattern of the vegetation. The large areas of beech forest sub-alpine and alpine shrubland zones and tussock set within this rugged catchment is visually impressive. The contrasting textures, colours and patterns of beech; tussock and alpine shrubland contribute to the units high scenic quality. Above the beech, views to surrounding ranges and Lake Wakatipu are spectacular and highly memorable.

The majority of the area is visually very coherent due to the level of intactness.

Significance Evaluation Summary:

Criteria	Values	Comment
Intactness	High	High over majority of area. Reduced in lower catchment east of Big Geordie (outside covenant).
Legibility	Medium to High	Large areas of beech forest mask underlying landform.
Aesthetic Factors	High	High level of coherence. Rugged landforms combined with vegetation patterns and views are visually impressive.
Historic Factors	Low	
Visibility	Low to medium	Parts are visible from the Lake Wakatipu and Glenorchy-Queenstown Road. Frequently viewed from the air.
Significance	High	High natural values associated with large areas of beech forest, tussock and alpine areas.
Vulnerability	Medium	

Natural Environment:

Vegetation

Twenty-Four Mile Creek:

This area contains excellent tussockland in the upper parts with extensive shrublands, mainly manuka, and beech forest in the lower valley.

Alpine communities are typically described as: Narrow-leaved snow tussockland at 1300 m contains *Dracophyllum prunum*, *Raoulia subsericea*, *Celmisia semicordata*, *Rytidosperma setifolium*, *Aciphylla aurea*, *Pimelea prostrata*, *Lachnagrostis lyallii*, *Poa colensoi*, *Celmisia lyallii*, *Leucopogon suaveolens*, *Epilobium* spp, and *Scleranthus uniflorus*.

Beech forest is extensive on the true right but occupies a relatively narrow band on the true left. Mountain beech dominates but red beech is also present on lower margins. The forest has a typically open understorey but on lower terraces and near the stream bed there is increased diversity with *Carpodetus serratus*, *Fuchsia excorticata*, *Rubus achmidelioides*, *Coprosma ciliata*, *Griselinia littoralis*, *Pseudopanax colensoi* var. *ternata*, *P. crassifolius*, *Podocarpus hallii* and manuka. Understorey and groundcover species include *Polystichum*

vestitum, *Blechnum montanum*, *B. penna-marina*, *Leptocophylla juniperina*, and *Gaultheria antipoda*. The Twenty-Four Mile catchment may be in the most natural condition.

Twenty-Five Mile Creek:

The upper part of Twenty-Five Mile Creek above the tree-line has extensive sub-alpine and alpine communities dominated by narrow-leaved snow tussock.

Alpine communities contain dense narrow-leaved tussock, rock, litter, *Raoulia subsericea*, *Lycopodium fastigiatum*, *Kelleria dieffenbachii*, blue tussock and other species including scattered shrubs of *Coprosma cheesemanii*, *Dracophyllum longifolium* and *Ozothamnus vauvilliersi*. Browntop and occasional *Uncinia purpurea* appears at about 1200 m. Scree slopes typically contain *Epilobium pycnostachyum*, *E. melanocaulon*, *Stellaria gracilentia*, *Parahebe decora*, *Acaena saccaticupula*, *Gingidia decipiens*, *Trisetum spicatum* and *Anaphalioides bellidioides*. Porcupine shrub (*Melicactus alpinus*) grows on rocky sites.

Below about 1000 m the catchment is well forested, particularly above its junction with Reidys Creek. In places there is a well developed sub-alpine shrubland above the tree-line dominated by the shrubs *Hebe anomala*, *Dracophyllum uniflorum*, *D. pronum*, *Ozothamnus vauvilliersi*, *Coprosma ciliata*, *C. aff. parviflora* and *Leucopogon suaveolens*. The ground cover consists of *Raoulia subsericea*, *Blechnum penna-marina*, *Oreobolus pectinatus*, *Leucopogon fraseri*, *Gaultheria depressa*, *Pimelea pseudolyallii*, *Pentachondra pumila*, *Celmisia gracilentia*, blue tussock, *Racomitrium* moss and lichen.

Mountain beech is the dominant beech species with occasional red beech at lowest altitudes. Virtually no understorey exists except in steep wet gullies where there is *Fuchsia excorticata*, *Aristotelia serrata*, *Carpodetus serratus*, and *Podocarpus hallii*. The mistletoe *Alepis flavida* is a common hemi-parasite on mountain beech. At lower altitude the mistletoe *Ileostylus micranthus* is present on *Coprosma linariifolia* hosts. On sunny slopes and margins *Leptocophylla juniperina* is the dominant ground cover. Manuka has colonized many slopes that would previously have supported beech forest.

Wildlife Habitat – Birds

Present in the Twenty-Five Mile Creek Catchment were NZ falcon, kea, bellbird, brown creeper, fantail, grey warbler, harrier hawk, paradise shelduck, NZ pipit, rifleman and tomtit. The presence of the endemic and threatened yellow-crowned parakeet which is ranked as gradual decline is also significant (Heather and Robertson 1996; Hitchmough 2002). Yellow-crowned parakeets can be expected to be present and breeding throughout forest areas of the property.

Historic Values:

The mining sites are distributed along the true right or northern bank of the Twenty Five Mile Creek where it runs across the glacial terraces (upstream and downstream of the stock bridge) before descending to the lake. These sites run for about 300m along the edge of the creek and are mainly under beech forest. They consist of four discrete areas of ground sluicing where water from races was run over terrace edges. The resulting debris was washed through sluice boxes to extract the gold and the waste rock was stacked into tailings piles. The ruin of a stone dwelling was associated with the eastern most set of workings.

These mining sites are typical of the second phase of the gold rush period when ground sluicing replaced the shovel, gold pan and cradle as the main form of mining. This technique was also widely used by Chinese miners throughout the 19th and early 20th centuries.

SCHEDULE 2

Special Conditions

1. With regard to Clause 3.1.1, it is acknowledged that the Land is unfenced from adjoining freehold land. However the Land must not be deliberately stocked by the Owner. If monitoring reveals that the Values on the Land are being adversely impacted on by stock, the Owner will, in consultation with the Minister, at its own cost implement measures (which may include fencing) to halt and prevent such damage on the Land.
2. The Owner will take such steps on the Land as are necessary to control animal pests such as deer, goats and possums to a level that provides for a healthy forest ecosystem. Plant pests such as Douglas fir (*Pseudotsuga menziesii*) will also be controlled by the Owner.
3. The Land will be monitored to ensure that the conditions of the Covenant have been adhered to. The details of monitoring including timing, methods, results and consequential actions are set out in Schedule 3.
4. Notwithstanding clause 3.1.8, nothing in this Covenant prevents the Owner from taking natural water on the Land for stock and domestic purposes only, in accordance with the requirements of any relevant legislation and authority. The Owner acknowledges that any structures and facilities located over, on or in public conservation land associated with any such take of natural water will require separate approval.
5. Notwithstanding clause 3 nothing in this Covenant restricts the rights and obligations of the Parties to maintain, repair and keep clear the route marked "s-t", "u-v" and "i-v" shown on the plan in Schedule 4.
6. For the avoidance of doubt, it is stated that nothing in this Covenant confers on the Minister the ability to grant concessions or other authorisations for any commercial or business use of the Land.

SCHEDULE 3

Description of a monitoring programme to be established

1. Responsibilities:

A vegetation monitoring programme on the Land will be established at the commencement of the Covenant by the Minister. A monitoring report will be produced to describe the programme, methods and results and to enable successful re-monitoring. This report will be provided to the Owner. Subsequent re-monitoring is to be organised by the Owner with the assistance of the Minister.

The Minister will be party to the re-monitoring by providing one staff member to assist with the physical monitoring. The Minister will be consulted as to the selection of a suitably qualified monitoring provider. The Minister will be given a copy to the monitoring report.

2. Costs:

The Minister is responsible for the cost of establishing the monitoring and the initial report. The Owner will be responsible for the cost of repeat monitoring and the repeat report writeup. The Minister will cover his or her own staff cost for re-monitoring.

3. Forest monitoring:

Monitoring methods will be determined by a detailed inspection of the forest areas. The key issue is to monitor forest canopy gaps to ensure regeneration. The following methods are considered suitable:

a) forest plots to monitor seedling establishment.

b) permanent Reconnaissance Plots.

The number and location of these plots will be determined at the time that they are established on the Land by the Minister at the commencement of the Covenant.

Cost effectiveness will be a consideration in establishing types and numbers of plots.

4. Monitoring Frequency:

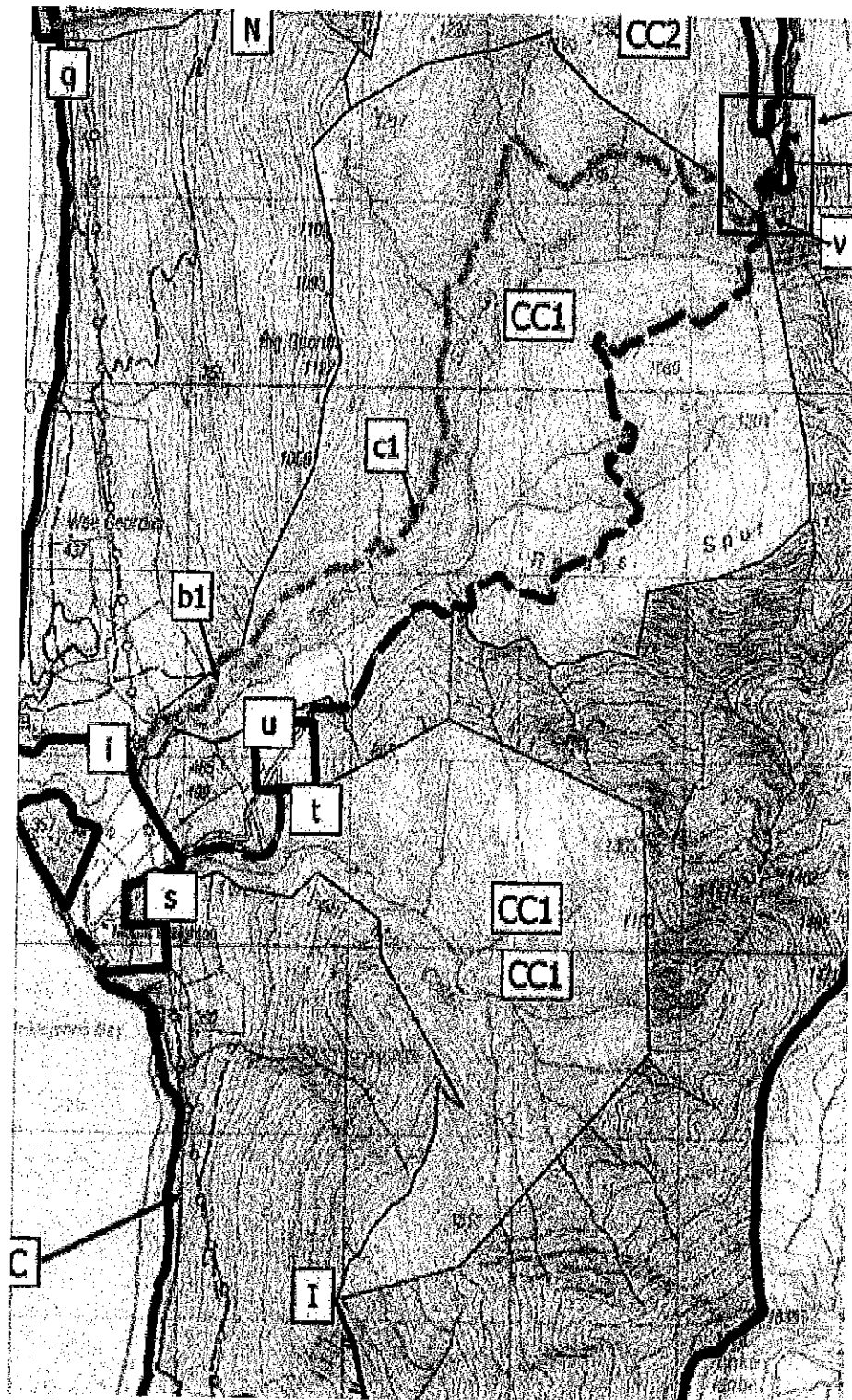
The Land will be re monitored every 5 years or at some other interval agreed between the parties.

5. Results:

Monitoring results will be used by the Minister to determine whether the Land is being managed in a manner which preserves the Values. Results will be discussed between the Owner and the Minister. Results which point to poor forest health or poor regeneration will require positive action by the Owner, in consultation with the Minister, to address the issues.

SCHEDULE 4

Plan of Conservation Covenant CC1 as shown in the Designations Plan



GRANT of

Correct for the purposes of the
Land Transfer Act 1952

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

Solicitor for the Minister

**COMMISSIONER OF CROWN
LANDS**

to

MINISTER OF CONSERVATION

**Solicitor
Department of Conservation
DUNEDIN/CHRISTCHURCH**

Appendix 7: Conservation Covenant to be Created (CC2)

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 CONSERVATION ACT 1987
AND THE 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 _____

- 1 -

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 27 of the Conservation Act 1987 to be the owner of the Land under section 80(5) of the Crown Pastoral Land Act 1998.

B. Section 27 of the Conservation Act 1987 provides that a covenant for conservation purposes may be granted or reserved over any land in favour of the Minister; and section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of the lands Reserve Values.

C. The Land contains Conservation Values and Reserves Values worthy of protection

D. The parties agree that the Land should be managed.

(i) for Conservation Purposes in order to protect the Conservation Values; and

(ii) so as to preserve the Reserve Values,

Which purposes can be achieved without the Minister acquiring a fee simple or leasehold interest in the Land.

E. An approved plan designating the Land as land over which a Covenant under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 is to be created has been registered under section 64 of the Crown Pastoral Land Act 1998.

F. The Commissioner of Crown Lands has agreed to grant the Minister a Covenant over the Land:

(i) for Conservation Purposes; and

(ii) to preserve the Reserve Values

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977, and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Commissioner of Crown Lands and Minister agree as follows:

1. INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

“**Conservation Purposes**” means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.

"Conservation Values"	means the Conservation Values specified in Schedule 1.
"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"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.
"Mineral"	means any mineral that is not a Crown owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams, the banks of which have, from time to time, been realigned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Party" or "Parties"	means either the Minister or the Owner or both.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife habitat, freshwater life habitat, marine life habitat or historic values as specified in Schedule 1.
"Values"	means the Reserve Values and the Conservation Values.
"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 situated.

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 references to clauses are references to clauses in this Covenant.
- 1.2.3 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 seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.4 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.5 words importing the singular number include the plural and vice versa.

- 3 -

1.2.6 words importing one gender include the other gender.

1.2.7 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

2. OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation purposes;

2.1.2 so as to preserve the Reserve Values;

2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3. IMPLEMENTATION OF OBJECTIVES

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit 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 the 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 Conservation Values or Reserve Values of the Land;

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;

- 4 -

- 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 and replace all such Fences when reasonably required except as provided in clause 5.1.2;
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
 - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.
- 3.4 Notwithstanding clauses 3.2.1, 3.2.3, and 3.2.6, the Minister may pay the Owner a proportionate share of:
- (a) the repair or maintenance of fences on the Land if the work has first been approved by the Minister;
 - (b) the eradication or control of all animal and plant pests, and the removal of exotic tree species if:
 - (i) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and
 - (ii) the Minister has first approved the work.
- 3.5 The proportionate share which may be payable by the Minister under clause 3.4 is to be calculated having regard to the purpose of any expenditure with the intent that:
- (a) expenditure essentially for conservation purposes only will be borne by the Minister;
 - (b) expenditure essentially for farming purposes only will be borne by the Owner;
 - (c) where the expenditure is partly for conservation purposes and partly for farming purposes then the expenditure will be borne by the parties equally or in such other proportion as they may agree and failing agreement as may be determined by the process set out in clause 12.

4. PUBLIC ACCESS

- 4.1 The Owner must, subject to this Covenant, allow the public to enter upon the Land and no specific permission or authority is required from the Owner for such entry.

5. THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

5.1 The Minister must

- 5.1.1 Have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant;
- 5.1.2 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, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

5.2 The Minister may:

- 5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial statutory or other constraints which may apply to the Minister from time to time;
- 5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.
- 5.2.3 prepare, in consultation with the Owner, a monitoring plan to assist the parties to meet the objectives specified in clause 2.

6. JOINT OBLIGATIONS

- 6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

7. DURATION OF COVENANT

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

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

- 8.1 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..
- 8.2 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 8.1.

9. MISCELLANEOUS MATTERS

9.1 Rights

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

9.2 Trespass Act:

- 9.2.1 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;
- 9.2.2 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.

9.3 Reserves Act

- 9.3.1 In accordance with section 77(3) of the Reserves Act 1977 but 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.

9.4 Titles

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

9.5 Acceptance of Covenant

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

9.6 Fire

- 9.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wild fire threatening the Land.
- 9.6.2 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:
 - 9.6.2.1 requested to do so; or
 - 9.6.2.2 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.

10. DEFAULT

- 10.1 Where either the Owner or the Minister 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:

- 7 -

- 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 Owner and the Minister 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 the dispute to mediation with a mediator agreed between them;
- 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. NOTICES

- 12.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent 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 2.
- 12.2 A notice given in accordance with clause 12.1 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 day is a Working Day or, if not a Working Day or if it is dispatched after 5.00pm, on the next Working Day after the date of dispatch.
- 12.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

- 8 -

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 3.
- 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 27 of the Conservation Act 1987)
 in the presence of : _____)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ and acting under a)
 Written delegation from the Minister of Conservation)
 and exercising his/her powers under section 117 of the)
 Reserves Act 1977 as designated Commissioner in the)
 Presence of: _____)

Witness: _____

Address : _____

Occupation: _____

SCHEDULE 1

1. Description of Land

The Land has an area of approx 746 ha and shaded yellow and labelled "CC2" on the Designations Plan. The Land includes the wander-at-will public access area shown hatched on the Designations Plan.

2. Reserve and Conservation Values to be protected:

Landscape Amenity:

Dukes Tarn and Lake Luna are nestled within a small montane valley beneath Twenty-five Mile Range and Ben More. The lake is at 810 metres and set within a predominantly tussock landscape but includes expanding pockets of beech, manuka shrubland, and sub alpine shrubland. The landform around Luna is characteristically lumpy and rippled – the result of both glaciation and mass movement. North of Lake Luna is a small alluvial and bouldery valley floor consisting of fans and alluvial deposits. Tussock within the Luna catchment is generally in very good condition. The visual effects of pastoralism on tussock cover are very localised. Tall tussock is depleted on knobs and many lower sunny faces, toe slopes and the valley floor. The character of this montane valley in landscape terms remains distinctly natural.

The high basins above Luna appear to be highly natural. Rock outcrops, bluffs and rock buttresses occur at all altitudes. The vegetation mix includes a diverse range of tussock, manuka, beech, sub alpine shrubland, matagouri and exotic grasses and herbs. Manuka is dominant on steep very rocky slopes and gullies.

Other common characteristics within Luna Creek and tributaries include massive slips and slumping, boulders and schist slabs. The whole of the Luna unit contains remote backcountry characteristics.

Visual & Scenic Values:

The Luna catchment is visually highly impressive derived from the inherent natural character of the landscape. The characteristics, which contribute to these high visual values, include:

- The present of waterbodies (Lake Luna and Dukes Tarn) set within a sub alpine montane basin.
- The impressive array of landforms derived from glacial, fluvial, and mass movement processes including ice sculptured lumpy landform, fans and ripply slump topography.
- Impressive views to rugged ranges and peaks including Mount Larkins, Major Peak and Ben More.
- The diverse range of vegetation types from tussock to subalpine and alpine shrubland, and montane beech forest.

The wild and rugged landform of steep slopes, rocky bluffs, and gorges also contribute to the high scenic values.

Significance Evaluation Summary:

Criteria	Values	Comment
Intactness	High	Overall high. Snow tussock depleted in localised areas.
Legibility	High	Landform processes very legible.
Aesthetic Factors	High	High level of coherence. Lake Luna and Dukes Tarn in their montane tussock setting are highly

		distinctive and memorable.
Historic Factors		Cultural values associated with mustering and recreation.
Visibility	Low	Viewed most frequently from the air being close to Queenstown.
Significance	High	Important lake within subalpine tussock basin.
Vulnerability	High	Existing character vulnerable to any physical or land use changes.

Natural Environment:

Vegetation

The vegetation on the east faces above Lake Luna has beech forest filling parts of the lower gullies and along the lake shore above Luna hut. Manuka is scattered across the slopes and *Olearia bullata*, *Hebe salicifolia* and *Coprosma rugosa* are found in the wetter grassland or in gullies, while *Phormium cookianum* and *Coriaria sarmentosa* occur around bluffs. *Aristotelia fruticosa* and wild gooseberry (*Ribes uva-crispa*) are found near Luna hut along with the only sweet brier (*Rosa rubiginosa*) noticed in the western half of the property.

Around Lake Luna are sedges including *Carex coriacea*, *C. kaloides* and *C. petriei* and *Eleocharis acuta* with a wetland herb *Hydrocotyle sulcata*. Browntop and sweet vernal with Yorkshire fog (*Holcus lanatus*) are the main cover at the north end of the lake and on the terrace top above the hut and as far as the fence. Above, there is good narrow-leaved tussock and hard tussock with *Dracophyllum uniflorum*, *Raoulia subsericea*, browntop, blue tussock, *Gaultheria depressa* and small herbs with scattered shrubs of *Dracophyllum longifolium*, *Hebe anomala*, mountain beech and cottonwood. The terrace riser has a range of more than 25 species of mainly native plants including mountain beech seedlings, *Coprosma* aff. *parviflora*, and manuka. The beech forest edge just above Luna hut shows a contrast between the heavily grazed and seldom grazed vegetation. Young beech are spreading out into the tussock above the fence and up slope.

North faces of the Twenty-Five Mile Range are very steep with numerous, more or less vertical rock ribs. Shrubland of manuka etc is returning along the lower slopes with narrow-leaved tussock grassland covering most of the upper slopes except the exposed rock ribs. *Dracophyllum uniflorum* is prominent on south faces especially where rocky.

At 1300 m on a 30° southwest face the cover is narrow-leaved tussock 60-75%, bare ground and litter 15%, *Dracophyllum uniflorum* 10%, *Celmisia lyallii* to 15%, *Leucopogon fraseri*, *Epilobium alsinoides*, *Rytidosperma pumilum*, *Poa colensoi*, *Luzula rufa*, *Agrostis petriei*, *Pimelea oreophila*, *Hebe hectorii*, *Lycopodium fastigiatum*, *Raoulia subsericea*, *Aciphylla* "lomon", lichens and moss. The steeper, rockier northeast face is more open and *Pentachondra pumila*, *Gaultheria depressa* and *Rytidosperma setifolium* can be common. The small shrub *Leucopogon suaveolens* and cottonwood (*Ozothamnus vauvilliersi*) occur as scattered plants. Occasional sheep's sorrel on open ridge tops is the only introduced species recorded above about 1100 m.

Similar vegetative cover occurs down to and generally below 1000 m on these slopes. A periodically wet hollow at 1169 m has an edge of dead tussock, killed by persistent high water level. The central area is moss (*Polytrichum* sp.) with *Carex gaudichaudiana*, *Juncus gregiflorus*, *Poa breviculmis*, *Rytidosperma pumilum*, browntop and sweet vernal.

Below about 1000 m narrow-leaved tussock varies from dense to scattered plants with sweet vernal common. Manuka patches appear with *Hebe anomala*, *Coriaria plumosa*, *C. sarmentosa* and in gullies, *Coprosma rugosa*, *Olearia bullata*, *Hebe salicifolia* and *Phormium cookianum*. The most open vegetation occurs on the steep, rocky and sunny north faces and spurs below 1000 m with narrow-leaved tussock 20%, *Raoulia subsericea* 20%, *Celmisia lyallii* 5%, *Pentachondra pumila* 15%, *Leucopogon fraseri* 10%, hard tussock 10%, *Rytidosperma pumilum* 5%, *Gaultheria depressa* 5%, lichens 10%, *Luzula rufa*, *Dichelachne crinita*, blue tussock and moss. *Oreobolus pectinatus* occurs on damp sites. Other plants of the lower tussock slopes are *Elymus solandri*, *Euchiton audax*, *Acaena caesiiglaucula*, *Blechnum penna-marina*, *Holcus lanatus* and *Linum catharticum*. A steep west face at 870 m has a cover of narrow-leaved tussock of 60%, hard tussock 10%, sweet

- 11 -

vernal 10%, *Raoulia subsericea* 20%, litter 10% with *Leucopogon fraseri*, *Epilobium atriplicifolium*, *E. chlorifolium*, *Gaultheria depressa*, *Linum catharticum*, cats ear, manuka and a few *Dracophyllum uniflorum*.

Wildlife Habitat - Birds

Present in the middle part of the property around Lake Luna are NZ falcon, kea, bellbird, brown creeper, fantail, grey warbler, harrier hawk, paradise shelduck, NZ pipit, rifleman and tomtit.

The presence of the endemic and threatened yellow-crowned parakeet which is ranked as gradual decline is also significant (Heather and Robertson 1996; Hitchmough in press). Although only recorded in the western part of the property yellow-crowned parakeets can be expected to be present and breeding throughout forest areas of the property.

SCHEDULE 2
Address for Service¹

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

C/- Box 5244
DUNEDIN 9058
Email:

Fax (03) 474 7090

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

Mount Creighton Station Limited
c/- Kensington Swan,
Level 9,
89 The Terrace,
Wellington.

Fax: (04) 472 2291
email: gerald.fitzgerald@kensingtonswan.com
or: Enquiries.External@kensingtonswan.com

¹ Ensure Street Addresses are included as well as any Post Office Box. Include email addresses.
DOCDM-1143318 – Conservation Covenant Combined RA/CA – CPLA Template Version Final
Mt Creighton Conservation Covenant – Luna Basin DOCDM-792915

SCHEDULE 3**Special Conditions**

- 1 Clause 3.1.1 is deleted and replaced with:
"Sheep only may graze the Land at a stocking rate that does not, in the sole opinion of the Minister, adversely impact on the Values, noting that the Land has traditionally carried 1000 wethers for the period from mid January to mid April inclusive (approx 200SU)."
- 2 Notwithstanding clause 3.2.1, the Owner must control wilding pines, hawthorn, willows, exotic broom and gorse including taking reasonable steps to prevent these species from seeding on the Land. The Owner will bear the cost of this work. Should the Owner fail to undertake this work the Minister may by giving the Owner not less than 20 working days notice, arrange to have this work undertaken and the Owner will be liable to meet the costs, which may include the reasonable costs of the Minister. Where weed problems are significant, the Owner will submit to the Minister for approval a plan for the control of weeds.
- 3 The Land will be monitored to ensure that the conditions of the covenant have been adhered to. The details of monitoring including timing, methods, results and consequential actions are set out in Schedule 4.
- 4 Feral and wild animals including rabbits, possums, deer, goats and pigs will be controlled by the Owner to low levels to avoid damage to the Land.
- 5 Nothing in this covenant prevents the Owner from maintaining existing tracks or roads on the Land (including felling or removing any tree growing on or encroaching on any track or road on the land).
- 6 Clause 3.1.4 is modified to allow the Owner to construct a hut on the Land for the commercial purposes of providing temporary accommodation for approximately 40 visitors and their associated support personnel. The siting and design of the hut shall require the prior written agreement of the Minister (which shall not be unreasonably withheld) before any construction commences. The Owner shall also consult the Minister about any landscaping around the hut.
- 7 Nothing in this Covenant confers on the Minister or any person (other than the Owner or the Owner's invitees), any right to erect any tent, shelter or structure capable of being used for accommodation on the Land; nor camp on the Land, without the further prior approval of the Owner.
- 8 The public access provided by clause 2.1.3 and 4.1 is restricted to wander-at-will access on foot over that part of the Land shown hatched on the Designations Plan and labelled "CC2-WW".
- 9 For the avoidance of doubt, it is stated that nothing in this Covenant confers on the Minister the ability to grant concessions or other authorisations for any commercial or business use of the Land.

SCHEDULE 4

Description of the monitoring programme to be established**1 Responsibilities**

A vegetation monitoring programme will be established on the Land at the commencement of the Covenant by the Minister. A monitoring report will be produced to describe the programme, methods and results and to enable successful re-monitoring. This report will be provided to the Owner. Subsequent re-monitoring is to be organised by the Owner with the assistance of the Minister.

The Minister will be party to the re-monitoring by providing one staff member to assist with the physical monitoring. The Minister will be consulted as to the selection of a suitably qualified monitoring provider. The Minister will be given a copy to the monitoring report.

2 Costs

The Minister is responsible for the cost of establishing the monitoring and the initial report. The Owner will be responsible for the cost of repeat monitoring and the repeat report write up. The Minister will cover her or his own staff cost for re-monitoring.

3 Monitoring Methods

A series of general repeatable photo point sites will be established on the Land. The purpose of these photopoints is to detect deterioration of the tussock, shrublands and forest being recorded as a consequence of grazing impacts and other management practices.

The number and location of photopoints will be determined by agreement of the parties at boundary fixing having regard to the following principles. Within the Land photopoints will consist of a series of photos to ensure this Covenant is complied with:

- general monitoring: a series of general landscape photos.
- within shrubland areas will include: obvious fragmentation, tracking, gaps and canopy breakdown.
- within forest areas will include: observations of stock damage to the understory and regeneration of the forest

The Minister will have the discretion to require additional methods of monitoring to be used if results from photopoints or observations are found to be unsuitable for measuring the Values.

4 Monitoring Frequency

The Land will be re monitored every 5 years or at some other interval agreed between the parties.

5 Monitoring Results

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

Should it be noted as a result of monitoring that grazing or other pastoral practices are having a detrimental impact on the Values then the Owner in consultation with the Minister, will take positive action to prevent this continuing, which may include such measures as fencing, reducing stock or pest numbers or changing stock types.

GRANT of

Correct for the purposes of the
Land Transfer Act 1952

Solicitor for the Minister

CONSERVATION COVENANT UNDER
SECTION 27 OF THE CONSERVATION ACT 1987
AND SECTION 77 OF THE RESERVES ACT 1977
FOR CROWN PASTORAL LAND ACT 1998 PURPOSES

COMMISSIONER OF CROWN
LANDS

to

MINISTER OF CONSERVATION

Solicitor

Department of Conservation

DUNEDIN/CHRISTCHURCH

GRANT of

Certified correct for the purposes
the Land Transfer Act 1952

CONSERVATION COVENANT

Under section 27 of the Conservation Act 1987
and section 77 of the Reserves Act 1977
for Crown Pastoral Land Act 1998 purposes

Solicitor for the Minister of
Conservation

COMMISSIONER OF CROWN LANDS

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation
Dunedin

SCHEDULE 4

MONITORING PROGRAMME

Description of the monitoring programme to be established

1 **Responsibilities**

A vegetation monitoring programme will be established on the Land at the commencement of the Covenant by the Minister. A monitoring report will be produced to describe the programme, methods and results and to enable successful re-monitoring. This report will be provided to the Owner. Subsequent re-monitoring is to be organised by the Owner with the assistance of the Minister.

The Minister will be party to the re-monitoring by providing one staff member to assist with the physical monitoring. The Minister will be consulted as to the selection of a suitably qualified monitoring provider. The Minister will be given a copy to the monitoring report.

2 **Costs**

The Minister is responsible for the cost of establishing the monitoring and the initial report. The Owner will be responsible for the cost of repeat monitoring and the repeat report write up. The Minister will cover her or his own staff cost for re-monitoring.

3 **Monitoring Methods**

A series of general repeatable photo point sites will be established on the Land. The purpose of these photopoints is to detect deterioration of the tussock, shrublands and forest being recorded as a consequence of grazing impacts and other management practices.

The number and location of photopoints will be determined by agreement of the parties at boundary fixing having regard to the following principles. Within the Land photopoints will consist of a series of photos to ensure this Covenant is complied with:

- general monitoring: a series of general landscape photos.
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- within forest areas will include: observations of stock damage to the understory and regeneration of the forest

The Minister will have the discretion to require additional methods of monitoring to be used if results from photopoints or observations are found to be unsuitable for measuring the Values.

4 **Monitoring Frequency**

The Land will be re monitored every 5 years or at some other interval agreed between the parties.

5 **Monitoring Results**

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

Should it be noted as a result of monitoring that grazing or other pastoral practices are having a detrimental impact on the Values then the Owner in consultation with the Minister, will take positive action to prevent this continuing, which may include such measures as fencing, reducing stock or pest numbers or changing stock types.

- 10 Nothing in this covenant prevents the Owner from maintaining existing tracks or roads on the Land (including felling or removing any tree growing on or encroaching on any track or road on the Land)..
- 11 Clause 3.1.4 is modified to allow the Owner to construct and maintain a hut on the Land for the commercial purposes of providing temporary accommodation for approximately 40 visitors and their associated support personnel. The siting and design of the hut shall require the prior written agreement of the Minister (which shall not be unreasonably withheld) before any construction commences. The Owner shall also consult the Minister about any landscaping around the hut.
- 12 For the avoidance of doubt, it is stated that nothing in this Covenant confers on the Minister the ability to grant concessions or other authorisations for any commercial or business use of the Land.

SCHEDULE 3

Special Conditions

- 1 Clause 3.1.1 is deleted and replaced with:
"Sheep and cattle may graze the Land at a stocking rate that does not, in the sole opinion of the Minister, adversely impact on the Values, noting the following traditional uses:
 - a) That part of the Land being the Lower Moonlight Terrace has been used for winter grazing for 1400 merino wethers from April to October inclusive;
 - b) The Lower Moonlight has been grazed by 200 wethers from September to October when they are mustered for shearing;
 - c) After shearing the Lower Moonlight has been grazed by up to 1000 wethers from November to January inclusive;
 - d) That part of the Land being Crush Creek has been grazed by 200 wethers between November and January inclusive;
 - e) That part of the Land being the Moke has been used for winter and spring grazing for up to 30 cattle.
No cattle are permitted to graze on that part of the Land being the Moonlight and Sheeppark Terraces north of Dead Horse Creek."
- 2 Notwithstanding clause 3.2.1, the Owner must control wilding pines, hawthorn, willows, exotic broom and gorse including taking reasonable steps to prevent these species from seeding on the Land. The Owner will bear the cost of this work. Should the Owner fail to undertake this work the Minister may by giving the Owner not less than 20 working days notice, arrange to have this work undertaken and the Owner will be liable to meet the costs, which may include the reasonable costs of the Minister. Where weed problems are significant, the Owner will submit to the Minister for approval a plan for the control of weeds.
- 3 The Land will be monitored to ensure that the conditions of the Covenant have been adhered to. The details of monitoring including timing, methods, results and consequential actions are set out in Schedule 4.
- 4 Feral pest and wild animals including rabbits, possums, deer, goats and pigs will be controlled by the Owner to low levels to avoid damage to the Land.
- 5 The part of the Land being the small valley floor wetland swamp adjacent to Moke Creek² between the bottom of Moke Spur and Fan Creek may be fenced and destocked if it is considered necessary in the sole opinion of the Minister to maintain the natural environment values of that part of the Land. Notwithstanding clause 3.2.6, the cost of fencing this part of the Land in accordance with this special condition will be shared 50:50 by the Owner and the Minister.
- 6 Notwithstanding clause 3.1.5, and without limiting the application of special condition 2 above, the Owner may spray or otherwise remove vegetation (such as light or scattered manuka) for the purpose of keeping some of the Land open for pastoral use subject to the following requirements
 - a) The Owner will consult with the Minister before spraying is undertaken.
 - b) The Owner will ensure that the spray used will not cause damage to the tussock cover.
 - c) The Owner will not spray within 20m of any stream or water course and spray drift must be minimised.
- 7 Notwithstanding clause 3.1.5, the Owner may topdress and sow seed on the Land.
- 8 The public access provided by clause 2.1.3 and 4.1 is restricted to wander-at-will access on foot over that part of the Land shown hatched on the Designations Plan and labelled "wander-at-will public access".
- 9 Nothing in this Covenant confers on the Minister or any person (other than the Owner or the Owner's invitees), any right to erect any tent, shelter or structure capable of being used for accommodation on the Land; nor to camp on the Land, without the further prior approval of the Owner.

² This includes the Moke Creek Swamp recognised in the Regional Plan: Water for Otago, as a regionally significant wetland (shown on Map F4, 107).

SCHEDULE 2
Address for Service¹

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

C/- Box 5244	C/- 77 Stuart Street
DUNEDIN 9058	DUNEDIN 9016
Fax (03) 474 7090	
Email: permissionsdunedin@doc.govt.nz	

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

Mount Creighton Station Limited
c/- Kensington Swan,
Level 9,
89 The Terrace,
Wellington.

Fax (04) 472 2291

Email:

¹ Ensure Street Addresses are included as well as any Post Office Box. Include email addresses.
Mt Creighton Conservation Covenant RAandCA Moke - Moonlight - DOCDM-855596

referred to as Moonlight No.2. It is in this area that the Moonlight Valley Gold Co. claim was located. Some of the buildings on the south side of Butchers Creek may date to the 1930s mining as the Moonlight Valley Co. was reported to have built permanent quarters and a blacksmiths on the south side of the creek AJHR 1939 C2:46).

The area between Butchers Creek and Dead Horse Creek is similar to that north of Butchers Creek with extensive areas of hydraulic sluicings, reservoirs and hut sites. Similar sites are also present south of Dead Horse Creek. The Moonlight No.1 Claim was situated on the terraces towards the junction with Moke Creek. The workings here have been colonised by broom which has begun to obscure much of the historic features of this part of the Moonlight.

Overall the Moonlight is a superb example of a mining landscape with good examples of ground sluicing, hydraulic sluicing, water reticulations systems and dwelling sites.

This wetland appears to receive periodic creek overflow via meandering channels which coalesce into turfy wet plain. Wetter parts of the plain are dominated by rushes and sedges including *Eleocharis acuta*, *Carex gaudichaudiana*, *C. bergrenii*, and *Juncus spp* along with *Rumex flexuosus* and *Myosotis tenericaulis*. Drier turfy areas have *Hydrocotyle microphylla*, *Potentilla anserinoides*, *Ranunculus multiscapus*, *Gunnera monoica*, *Plantago novae-zelandiae*, and *Nertera balfouriana*.

Moke Creek

Of particular note is the occurrence of the nationally endangered shrub *Hebe cupressoides* in the Moke Creek gorge.

Wildlife Habitat – Invertebrates

A small valley floor wetland between the bottom of Moke Spur and Fan Creek has two species of threatened moth, *Orocrambus sophistes* (nationally endangered) and *Xanthorhoe bulbulata* (nationally critical). Of national significance is the invertebrate fauna of valley floor terrace grasslands and shrublands in the eastern parts of the proposal. These have retained significant assemblages of invertebrates and are significant habitats. Nationally, lowland grassland ecosystems and lowland shrublands (here at 500- 600m altitude) are recognised as under-represented in protected areas. The fauna of Moke Creek gorge inhabiting rock faces, damp enclaves and stream bedrock are distinctive but also representative of the Shotover Ecological District and have retained much natural character.

Geological

The Moonlight Fault is a major fracture in the Earth's crust, and is a geological feature of international significance (Turnbull and Forsyth 1988) because of the lenses of marine sediments along the fault line. Exposure of the Moonlight Fault at Fan Creek is ranked as regionally important (Arnard et. al 1991). It is listed in the 'Inventory of important geological sites and landforms in the Otago Region' (Kenny and Hayward 1993) as the most easily accessible exposure of the Moonlight Fault, and ranked C3 (regionally important, and unlikely to be damaged by humans). Moke Creek greenschist copper deposit, ranked regionally important (Arnard et. al 1991) is also listed in Kenny and Hayward (1993), as one of the very few pre-metamorphic metalliferous occurrences in the Otago schist and ranked C3.

Historic Values:

At its peak of mining in 1863, there was said to be 3000 miners in the Moke Creek/Moonlight Creek area (Miller 1949:161). The mining population soon declined as the easily won gold was worked out and miners left for other fields. In the late 1860s Chinese miners moved into the area and took over much of the ground abandoned by European miners. In 1896 there were 9 Chinese miners in the Moonlight and 6 in the Moke (Ng 1993:77). The Chinese continued to mine in the area using small scale hand mining techniques into the early years of the 20th century. The last Chinese miner reportedly left in 1914 (Miller 1949:161).

The last major alluvial mining was undertaken by the Moonlight Valley Gold Co. who in 1938 put in the last major water race in the area to bring water to their claim at Butchers Creek. Sluicing commenced in December 1938 (AJHR 1939 C2:46), but the advent of World War 2 led to the cessation of mining in 1940. After the war small scale mining continued off and on in the Moonlight until the 1960s with Darkies Terrace the scene of much of the activity.

Moke Creek

Between Gill Creek and Alpha Creek there is an area of low terraces which have been extensively mined by ground sluicing. There is a so-called copper lode in Moke Creek. This was first noticed by miners in 1863 and a company was formed to work it but without success. As recently as 1967 the lode was prospected but no body of copper ore was located (AJHR 1968 C2:18). This is believed to lie with in the marginal strip.

Moonlight

The dominant historic feature of the upper section (above the covenant) is the water race constructed by the Moonlight Valley Gold Co. in 1938 to bring water to their claim at Butchers Creek.

The lower section of the Moonlight is where most of the historic mining took place as evidenced by the high level terraces which have been extensively worked by hydraulic sluicing. Large volumes of water were stored in reservoirs above the workings. The water was then piped down slope to a monitor where it is blasted at high pressure into the work face.

The Sheepyard Terrace to Butchers Creek area is remarkable for the high visibility of the mining systems. Notable features are the large 1938 water race, several smaller (and earlier) water races, large reservoirs (recorded as New Zealand Archaeological Association site no. E41/255), ground sluicings and hut sites. Also present is a Chinese miner's camp. The large scale hydraulic sluicings at Butchers Creek is the area historically

Natural Environment:

Vegetation

Water-race faces and terraces above Moonlight Creek:

The Moonlight Valley is a well preserved (albeit modified by gold mining activity) uncommon type of valley environment formed by the massive accumulation of eroded headwater gravels and subsequent river down-cutting, leaving broad terraces now remote from fluvial processes. These relatively infertile and drought prone substrates support a distinctive flora dominated by short tussocks and low shrubs. Despite the ingress of exotic grasses into this terrace ecosystem, considerable indigenous plant diversity remains including species now uncommon in Otago.

An abundant intertussock species includes the regionally uncommon *Hebe pimelioides*. Other common species include *Raoulia subsericea* and *Leucopogon fraseri*, with occasional small patches of mouse ear hawkweed (*Hieracium pilosella*). Sparsely vegetated gravel sluicings have *Raoulia hookeri*, *Epilobium melanocaulon*, *Leucopogon fraseri* and *Hebe pimelioides*. Some terrace risers are shrubby with abundant *Dracophyllum pronum* and *Ozothamnus vauvilliersi*.

Butchers Creek, Dead Horse Creek and Gills Creek:

These three adjacent very steep tributaries of Moonlight Creek/Moke Creek are generally heavily forested up to the natural tree-line at about 1100 m.

Sub-alpine shrublands form a discontinuous fringe around the upper beech forest tree-line and pockets in the heads of small creeks. One such area at about 1000 m has high shrub diversity including *Olearia cymbifolia*, *O. arborescens*, *O. moschata*, *Hebe anomala*, *H. subalpina*, *H. salicifolia*, *Coprosma rugosa*, *C. "alpina"*, *C. serrulata*, *C. ciliata*, *C. aff. parviflora*, *Aristotelia fruticosa*, *Hoheria lyallii*, *Carmichaelia petriei*, *Gaultheria crassa* and *Dracophyllum longifolium*. These are mixed with nonwoody species including *Coriaria plumosa*, *Aciphylla "lomond"*, *Phormium cookianum*, *Polystichum vestitum*, *Hypolepis millifolium*, *Blechnum novae-zelandiae*, *Gleichenia dicarpa* var. *alpina*, narrowleaved snow tussock, *Chionochloa conspicua*, *Trisetum* sp, and *Anaphalioides bellidioides*.

North-facing slopes in Butchers Creek have extensive manuka shrublands as do slopes of the lower true right of Dead Horse Creek. At the latter site manuka is associated with matagouri and *Coprosma propinqua*, especially in gullies. Considerable mixed exotic/native grassland also occurs on the gentler lower valley slopes.

Fan Creek and Adjacent unnamed creeks:

Fan Creek and adjacent unnamed creeks have east flowing catchments encircled by Moke Spur in the south and the prominent spur separating Fan Creek from Gills Creek in the north. Beech forest is restricted to narrow remnants in fire refuges. Lower slopes denuded of beech forest are now in mixed tall tussock and scattered shrubland comprising *Dracophyllum longifolium*, *Olearia odorata* and *Ozothamnus vauvilliersi*. Introduced grasses are common below about 1100 m. Fan Creek in particular, has produced a large gravel outwash fan through which it has subsequently down-cut. This naturally highly disturbed area has an extensive montane shrubland, and short tussock and herbfield communities.

'Grey' shrublands on the outwash gravels of Fan Creek are a rare ecosystem, now much reduced by fire and pastoralism. The Fan Creek shrublands, although modified to some extent by tracking, grazing and weed invasion, are large in extent with good connectivity to both the riverbed and hillslope vegetation. The recovery of shrublands in the absence of grazing and fire has been demonstrated at several sites in Central Otago (Walker loc. cit.) and is desirable and achievable at this site.

Very well drained terrace risers and treads have a short tussock cover along with introduced grasses such as browntop and sweet vernal. The terrace risers have a wide range of herbs and sub-shrubs including *Gaultheria depressa*, *G. nubicola*, *Hebe pimelioides*, *Raoulia subsericea*, *Leucopogon fraseri*, *Helichrysum filicaule*, *Gonocarpus aggregatus*, *Microtis unifolia*, *Lycopodium fastigiatum*, *Parahebe decora*, *Acaena caesiiglaucula* and *Oreomyrrhis rigida*. The terrace treads while having some species in common with the more arid risers, also have *Coprosma atropurpurea*, *Ranunculus multiscapus*, *Epilobium alsinoides*, *Wahlenbergia albomarginata*, *Geranium microphyllum*, *Microtis oligantha*, *Viola cunninghamii*, *Celmisia gracilentia* and *Brachyglottis bellidioides*. Mouse-ear hawkweed and tussock hawkweed (*Hieracium lepidulum*) are present at low density. The shrubland is dominated by matagouri, briar, and *Coprosma propinqua*. Other common species include *Olearia odorata*, *Aristotelia fruticosa* and the lianes *Muehlenbeckia complexa* and *Rubus schmidelioides*. Nearer the small gorge where Fan Creek discharges onto the flats there is progressively less matagouri with more *Aristotelia fruticosa* and *Olearia odorata* and the addition of *Dracophyllum longifolium*, *Coprosma rugosa*, *Hebe subalpina*, *H. salicifolia*, *Olearia nummularifolia*, *Hoheria lyallii* and *Carmichaelia petriei*.

A small valley floor wetland between the bottom of Moke Spur and Fan Creek displays some unusual hydrological characteristics and consequent vegetation patterning and composition. This includes two threatened species (Hitchmough 2002). Wetlands nationally have undergone a 90% reduction and remaining examples, particularly those in the lowland-montane bioclimatic zone, are a priority for protection.

SCHEDULE 1**1. Description of Land**

The Land has an area of approximately 1193 ha and is shaded yellow and labelled "CC3" on the Designations Plan. The Land includes the wander-at-will public access area shown hatched on the Designations Plan.

2. Conservation Values of the Land and Reserve Values of the Land to be Preserved:**Landscape Amenity**

The Moonlight terraces sit above the Moonlight lower gorge with features reminiscent of Skippers Canyon. The terraces are a significant landform feature and consist of predominantly browntop, scattered short tussock and low native herbs and grasses. The scale and openness of the terraces is also a feature.

The tributaries of Dead Horse Creek and Butchers Creek are incised into the terrace formations. Tailings, sluice faces, water-races and dams are important historic/cultural features associated with the terraces. Exotic conifers and deciduous trees and briar occur on the terraces above the junction of Moke and Moonlight Creeks.

The south faces and tributaries above Moke Creek are also very steep and broken topography with extensive bare schist rock and matagouri/briar shrubland with snow tussock becoming more dominant higher up. The tributaries of Gills Creek, and Alpha Creek are all very rugged with large tracts of beech forest and tussockland. Nearer to Moke Lake the valley is more open with alluvial flats, low terraces and fan formations. These and the lower slopes between Moke Spur and Fan Creek are more modified. In these locations exotic species predominate, especially browntop.

This area has very high visual and scenic values, which is synonymous with the wild, rugged, and mountainous character of the area. The whole area is visually very impressive. This impressiveness is derived from:

- The extremely rugged and steep mountain slopes with rock outcrops and bluffs at all altitudes.
- The diversity and pattern of vegetation including beech forest, tussock and shrubland and alpine communities.
- The historic/cultural dimension associated with Moonlight Creek and terraces including stonewalls, sluice areas, tailings, water races and fluming.
- The striking visual effects of the Moonlight terrace formations including their scale, openness, and grass cover.
- The visual values associated with the fans and valley floor of Moke Creek and its backcountry/montane setting.

Significance has been accorded this landscape because of its high qualities of coherence, pleasantness and intactness.

Significance Evaluation Summary:

Criteria	Values	Comment
Intactness	Medium to High	Variable. High on upper elevations and in dark gorges and faces. Sunny faces and lower elevations are more modified but retain a natural character.
Legibility	High	Formative processes highly legible.
Aesthetic Factors	High	Landform and vegetation characteristics within whole of unit are highly distinctive and visually impressive. Moonlight terraces are a distinctive feature and highly scenic.
Historic Factors	High	Gold mining history very significant historic/cultural overlay within Moonlight and Moke Creeks.
Visibility	Low to Medium	Moonlight terraces visible from Ben Lomond track.
Significance	High	Moonlight/Moke is within an area generally regarded as having outstanding landscape values.
Vulnerability	Medium to High	Inherent fragility of land vulnerable to land use intensification or changes, wilding tree spread.

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 3.

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 27 of the Conservation Act 1987)
in the presence of : _____)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ and acting under a)
Written delegation from the Minister of Conservation)
and exercising his/her powers under section 117 of the)
Reserves Act 1977 as designated Commissioner in the)
Presence of: _____)

Witness: _____

Address : _____

Occupation: _____

- 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 Owner and the Minister 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 the dispute to mediation with a mediator agreed between them;
- 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. NOTICES

- 12.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent 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 2.
- 12.2 A notice given in accordance with clause 12.1 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 day is a Working Day or, if not a Working Day or if it is dispatched after 5.00pm, on the next Working Day after the date of dispatch.
- 12.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

9.2 Trespass Act:

- 9.2.1 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;
- 9.2.2 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.

9.3 Reserves Act

- 9.3.1 In accordance with section 77(3) of the Reserves Act 1977 but 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.

9.4 Titles

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

9.5 Acceptance of Covenant

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

9.6 Fire

- 9.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wild fire threatening the Land.
- 9.6.2 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:
- 9.6.2.1 requested to do so; or
- 9.6.2.2 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.

10. DEFAULT

- 10.1 Where either the Owner or the Minister 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:

5. THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

5.1 The Minister must

- 5.1.1 Have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant;
- 5.1.2 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, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

5.2 The Minister may:

- 5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial statutory or other constraints which may apply to the Minister from time to time;
- 5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.
- 5.2.3 prepare, in consultation with the Owner, a monitoring plan to assist the parties to meet the objectives specified in clause 2.

6. JOINT OBLIGATIONS

- 6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

7. DURATION OF COVENANT

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

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

- 8.1 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..
- 8.2 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 8.1.

9. MISCELLANEOUS MATTERS

9.1 Rights

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

- 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 and replace all such Fences when reasonably required except as provided in clause 5.1.2;
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
 - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.
- 3.4 Notwithstanding clauses 3.2.1, 3.2.3, and 3.2.6, the Minister may pay the Owner a proportionate share of:
- (a) the repair or maintenance of fences on the Land if the work has first been approved by the Minister;
 - (b) the eradication or control of all animal and plant pests, and the removal of exotic tree species if:
 - (i) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and
 - (ii) the Minister has first approved the work.
- 3.5 The proportionate share which may be payable by the Minister under clause 3.4 is to be calculated having regard to the purpose of any expenditure with the intent that:
- (a) expenditure essentially for conservation purposes only will be borne by the Minister;
 - (b) expenditure essentially for farming purposes only will be borne by the Owner;
 - (c) where the expenditure is partly for conservation purposes and partly for farming purposes then the expenditure will be borne by the parties equally or in such other proportion as they may agree and failing agreement as may be determined by the process set out in clause 12.
- 4. PUBLIC ACCESS**
- 4.1 The Owner must, subject to this Covenant, allow the public to enter upon the Land and no specific permission or authority is required from the Owner for such entry.

- 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. OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

- 2.1.1 for Conservation purposes;
- 2.1.2 so as to preserve the Reserve Values;
- 2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3. IMPLEMENTATION OF OBJECTIVES

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit 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 the 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 Conservation Values or Reserve Values of the Land;
- 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;

"Conservation Values"	means the Conservation Values specified in Schedule 1.
"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"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.
"Mineral"	means any mineral that is not a Crown owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams, the banks of which have, from time to time, been realigned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Party" or "Parties"	means either the Minister or the Owner or both.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife habitat, freshwater life habitat, marine life habitat or historic values as specified in Schedule 1.
"Values"	means the Reserve Values and the Conservation Values.
"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 situated.

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 references to clauses are references to clauses in this Covenant.
- 1.2.3 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 seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.4 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.5 words importing the singular number include the plural and vice versa.
- 1.2.6 words importing one gender include the other gender.

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 27 of the Conservation Act 1987 to be the owner of the Land under section 80(5) of the Crown Pastoral Land Act 1998.
- B. Section 27 of the Conservation Act 1987 provides that a covenant for conservation purposes may be granted or reserved over any land in favour of the Minister; and section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of the lands Reserve Values.
- C. The Land contains Conservation Values and Reserves Values worthy of protection
- D. The parties agree that the Land should be managed.
 - (i) for Conservation Purposes in order to protect the Conservation Values; and
 - (ii) so as to preserve the Reserve Values,

Which purposes can be achieved without the Minister acquiring a fee simple or leasehold interest in the Land.

- E. An approved plan designating the Land as land over which a Covenant under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 is to be created has been registered under section 64 of the Crown Pastoral Land Act 1998.
- F. The Commissioner of Crown Lands has agreed to grant the Minister a Covenant over the Land:
 - (i) for Conservation Purposes; and
 - (ii) to preserve the Reserve Values

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977, and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Commissioner of Crown Lands and Minister agree as follows:

1. INTERPRETATION

- 1.1 In this Covenant unless the context otherwise requires:

"Conservation Purposes" means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.

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 CONSERVATION ACT 1987
AND THE 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 _____
DOCDM-1143318 – Conservation Covenant Combined RA/CA – CPLA Template Version Final
Mt Creighton Conservation Covenant RAandCA Moke - Moonlight - DOCDM-855596

Jan 2013
Nov 2015

Appendix 8: Conservation Covenant to be Created (CC3)

Appendix 9: Open Space Covenant to be Created (OSC)



QEI National Trust
Open Space New Zealand
Ngā Kaiarauhi Papa

Open Space Covenant
Mt Creighton

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

Parties

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

The Queen Elizabeth the Second National Trust (Trust)

Background

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

Operative provisions

Part A – Purpose and objectives

1 Creation of open space covenant

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

2 Purpose and objectives

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

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

Part B – Terms and conditions

3 Disposition of the land comprising the Covenant Area

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

4 Appearance and condition of the Covenant Area

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

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

5 Third party access to the Covenant Area

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

6. Management of the Covenant Area

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

Damage to Covenant Area

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

Management Plan

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

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

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

7 Pest plants and animals

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

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

8 Fire

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

9 Fences and gates

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

10 Entry and access

Trust access

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

Public access

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

Part C – General provisions

11 Variations

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

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

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

12 Official Information Act

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

13 Costs

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

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

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

15 Notices

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

16 Severability

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

17 Governing law

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

18 Waiver

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

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

19 Definitions and interpretation

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

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

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

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

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

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

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

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

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

19.3 In this deed, unless the context otherwise requires:

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

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

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

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

Open space Covenant - Mt Creighton

Covenant No 5/12/203

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

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

Schedule 1 – Special Conditions

Special conditions relating to the Covenant Area

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

1 Naming

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

2 Four wheel drive tracks and farm access ways

- 2.1 In order to facilitate the ongoing management of the land adjoining the Covenant Area and provide safe access over the Covenant Area, the Covenantor may continue to use and maintain the existing four wheel drive tracks and other access ways on the Covenant Area for vehicle, foot and stock access purposes provided that:

2.1.1 The width of any four wheel drive track or other access way remains no greater than the width of the particular four wheel drive track or access way current as at the date of this deed.

2.1.2 Stock is not permitted to linger or graze or cause damage to the native vegetation on the Covenant Area.

3 Public access easements/tracks

- 3.1 Three easements for public access under the Section 7(2) of the Conservation Act bisect or lie inside the boundaries of the Covenant Area. These easements provide for a right of public foot access and allow the Department of Conservation to erect signage, track markers and stiles, to clear and construct a walking track and to use machinery and vehicles to undertake these works. For the avoidance of doubt, The Trust consents to any of the activities provided for in the Conservation Act easement and the conditions in this covenant do not preclude these works/activities from being undertaken within the easement areas.

4 Establishment of monitoring facilities

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

Open space Covenant - Mt Creighton

Covenant No 5/12/203

Schedule 2 – Schedule of land comprising the Covenant Area

Land Registry:

Estate: Fee Simple

Area: [] hectares

"The area shaded yellow and labelled OSC on the Designations Plan"

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

1 Landscape

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

2 Indigenous vegetation and flora

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

3 Regenerating hardwood low forest

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

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

4 Beech forest

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

5 Threatened species

Plants

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

Birds

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

6 Specific habitats

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

7 Other values

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

Schedule 4 - Monitoring

1 Regenerating hardwood low forest

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

2 Beech forest

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

3 Trust's role

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

Schedule 5 - Initial Management Plan

1 Pre-pastoral land use

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

2 Early pastoral land use

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

3 Current pastoral practice

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

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

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

4 Management of Open Space Values of the Covenant Area.

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

5 Management of threats to Open Space Values

Pest plants

- 5.1 The Covenant Area is relatively free of major pest plants. Exceptions are those occurrences of exotic broom, gorse, tree lupin and heather clustered around roadside lay-bys, gravel pits and the vehicle track formed to help install the transmission line. Blue gums are present in the vicinity of Meiklejohns Bay south of the Mount Creighton Homestead. Although some of these pest plants will ultimately be overtopped and shaded out by tall bracken and regenerating hardwoods, the removal of persistent pest plants will be necessary to protect Open Space Values. Removal of blue gums, whilst a significant undertaking is desirable.

Pest animals

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

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

6 Fire

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

7 Management of threatened species.

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

Open space Covenant - Mt Creighton

Covenant No 5/12/203

Execution and Date

Executed as a deed.

Dated this day of 2011

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

Witness (Signed)

Name (Print)

Occupation

Address

.....

.....

Open space Covenant - Mt Creighton

Covenant No 5/12/203

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

Chairperson

Director

Chief Executive

OPEN SPACE COVENANT

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

Correct for the purposes of the
Land Transfer Act 1952

Chief Executive

THE COMMISSIONER OF CROWN LANDS

Covenantor

AND

**THE QUEEN ELIZABETH THE
SECOND NATIONAL TRUST**

Appendix 10: Easement to be Created – Public access – Moonlight Trail

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Access for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER**Land Transfer Act 1952**

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

Land Registration District

--

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

--	--	--	--

Transferor Surnames must be underlined

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

Transferee Surnames must be underlined

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

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

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

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

Operative Clause

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

Dated this day of

Attestation

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

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Approved by Register-General of Land under No. 1995/5003
Annexure Schedule 1

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

Dated

Page

of

Pages

Definitions

1. In this transfer unless the context otherwise requires:

1.1 "Easement Area" means that part of the Servient Land being 20 metres wide which is marked "a-d-j, a1-j1-e, i-b1, h-v", 50 metres wide for that part which is marked "b-c", 100 metres wide for that part which is marked "c-f-z, b1-c1-v"– which is hereafter referred to as the "Moonlight Trail" (being the name by which the route over the Easement Area and adjacent conservation land between Sheeppyard Terrace and Lake Luna has been known and promoted by Mount Creighton Station Limited) and that part of the Servient Land being 20 metres wide which is marked "k-m, s-t, u-v" on the designations plan and [] "[]" on Deposited Plan/S.O. Plan No [].

1.2 "Management Protocol" means the protocol set out in Schedule 2 as it may be varied from time to time by the parties.

1.3 "Management Purposes" means:

- the protection of a significant inherent value of the land managed by the Transferee (not being a member of the public), in the vicinity of the Easement Area, including the recreational attributes and characteristics of such land.
- The management of the land administered by the Transferee (not being a member of the public) in a way that is ecologically sustainable.

1.4 "Servient Land" means the land owned by the Transferor and described on page 1.

1.5 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and, for purposes of clause 2.1, includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public; but for the purposes of clause 2.2 means the Transferee's tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation only.

1.6 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

2. The Transferee has the right:

2.1 In common with the Transferor, the Transferee may pass and re-pass at any time over, along and under those parts of the Easement Area being "a-d-j, a1-j1-e, i-b1, h-v, b-c, c-f-z, b1-c1-v" being the "Moonlight Trail" on foot.

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.

- 2.2 To pass and re-pass at any time over, along and under all parts of the Easement Area on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, or with or without guns and dogs, for Management Purposes only.
3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.
4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Exclusion of Schedules

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

Term

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

Temporary Suspension

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

Dispute Resolution

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

Notice

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

Special Easement Terms

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.
- 10.1 The Transferor must install gates or crossings no less than 3.6 metres in width on any fenceline crossing the Easement Area.
- 10.2 The Transferee and the Transferor shall pay for maintenance on tracks on the Easement Area in proportion to the impact of their use as agreed.
- 10.3 For the purposes of this condition 10.3 and the following sub conditions, the Transferee is defined as the Director-General of Conservation's tenants, agents, contractors, and invitees; and any employee or contractor, only.
- 10.3.1 The Transferee has the right:
 - (a) To mark the Easement Area as appropriate.
 - (b) To erect and maintain signs informing the public
 - (i) of the location of land managed by the Crown and available for public access and recreation; and
 - (ii) of their rights and responsibilities in relation to the Easement Area.
 - (c) For the purpose of facilitating access along the Easement Area, the Transferee may construct any structure and undertake any earthworks including rock blasting.
 - (d) To clear, form and maintain any track or path of no more than 5 metres in width and associated structures.
 - (e) To erect and maintain stiles over any fenceline crossing the Easement Area.
 - (f) To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works done in accordance with this clause 10.3.1.
- 10.3.2 In erecting and maintaining any signs under special condition 10.3.1(b), the Transferee will consult with the Transferor as to the wording and location of such signs on the Easement Area.
- 10.4 In doing any of the matters specified in clause 2.2, the Transferee must take reasonable and proper care not to damage any property of the Transferor and must properly repair any such damage.
- 10.5 Provided the Transferee (being a member of the public) holds a hunting permit issued by the Director-General of Conservation in relation to adjacent conservation land, the Transferee may use those parts of the Easement Area shown as "a-d-j", "b-c-f-z", and "a1-j1-e" on the designations plan while carrying an unloaded firearm or hunting weapon. No firearm or hunting weapon may be carried by the Transferee (being a member of the Public) on those parts of the Easement Area shown as "i-b1-c1-v", and "h-v" on the designations plan.
- 10.6 Members of the public are not permitted to be accompanied by any animals on the Easement Area.
- 10.7 The Transferor and the Transferee (not being a member of the public) agree to maintain an ongoing relationship as follows:
 - 10.7.1 Representatives of the parties (up to two each) shall meet at least once a year, and more often as required to discuss the Transferee's management and administration of the Easement Area.

Mt Creighton Moonlight Trail Easement version 2 - DOCDM-855737

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.

10.7.2 Matters for discussion at such meetings shall include but are not limited to:

- (a) development of the Moonlight Trail on the Easement Area
- (b) management of public use of the Easement Area by the Transferee
- (c) any planning by the Transferee for future development, including whether any restrictions or limitations are considered appropriate to manage public use of the Easement Area
- (d) any variations to the Management Protocol.

10.7.3 In relation to the "Management Protocol" the parties agree it shall:

- (a) provide a framework for the ongoing relationship between the parties, including over the matters set out in special condition 10.7.2 above.
- (b) may be reviewed at any time and varied by agreement, but in any case shall be reviewed at least once every five years from the date of this instrument.
- (c) the Management Protocol is subject to all the terms and conditions in this Schedule 1, and where there is any conflict the terms and conditions in this Schedule 1 take precedence.

10.8 The Transferor acknowledges that should it wish to operate a commercial guided service over the Easement Area, it would need to apply to the Minister of Conservation for authority to do so, and this application would be considered under the provisions of the Conservation Act 1987. For the purposes of s17ZG of that Act the Transferor shall be regarded as having a standing invitation from the Minister of Conservation to make an application for up to 50% of the capacity of commercial use of the Easement Area from time to time as determined by the Minister, and the Minister shall consider any other applications under the Conservation Act for use of the Easement Area having regard to this standing invitation to the Transferor.

10.9 Subject to clause 10.8, the Transferor agrees to restrict its rights on the Easement Area to personal and farm management purposes only.

10.10 The Transferee (not being a member of the public) is the only party able to close the Easement Area to public use. The Transferor may, with a minimum of 72 hours notice, request the Transferee to temporarily close portions of the Easement Area for farm management purposes. Should the Transferee agree to such requests (which agreement shall not be unreasonably withheld), and having regard to the safe passage of any members of the public using the Easement Area, the Transferee may require the Transferor to post notices of the temporary closure at appropriate locations on the Easement Area (e.g. entrances, car parks, camp sites).

10.11 Nothing in this Instrument confers on the Transferee any right to erect any tent, shelter or structure capable of being used for accommodation on the Easement Area; or to camp on the Easement Area.

10.12 Should a track be constructed on any part of the Easement Area, the access by members of the public to that part of the Easement Area under clause 2.1 is limited to only a 5 metre wide swathe centred on any such constructed track where this is not inconsistent with any covenant also applying to that part of the Easement Area.

10.13 Notwithstanding clause 2.1, the Parties may from time to time agree that the Easement Area (or any part of it) may be used by non-motorised vehicles powered by a person or persons at such times and on such terms as the Parties may agree.

Continuation of "Attestation"

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

under a written delegation in the)
presence of:)

Witness (Signature)

Name _____

Address _____

Occupation _____

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

Schedule 2 – Management Protocol

Background

- A. This Easement may facilitate the development of the Moonlight Trail over the former Mount Creighton Station which, as well as providing public access through (now) private land, may also be a potential link for Te Araroa – “The Long Pathway” which is made up of a series of tracks along the length of New Zealand.
- B. The Easement has outstanding scenery and historic themes, which may result in a developed Moonlight Trail ranking alongside the best walking experiences in New Zealand, potentially to “Great Walks” standard.
- C. The Easement is close to the tourism hub of Queenstown, and any developed Moonlight Trail is likely to be attractive to visitors.
- D. The Transferor and Transferee recognise the creation of the Moonlight Trail on the Easement Area requires the Transferor and the Transferee to collaborate in:
 - a. Facilitating public use of the Easement Area in a manner which enhances the visitor experience and is consistent with the purposes for which the easement is held under the Conservation Act 1987; and
 - b. To the extent consistent with such purposes, recognising the Transferor’s ongoing rights of use and enjoyment of the Servient Land.
- E. This Management Protocol is intended to provide for the matters set out in clause 10.7.3 of Schedule 1 and act as a framework for the collaboration referred to in paragraph D.

Initial Terms and Conditions:

- 1. The Transferor acknowledges that any development of a track or other facilities on the Easement Area (or adjoining public conservation land) by the Transferee is subject to the Transferee having funds available; being conscious this is subject to government rules and financial constraints as may apply from time to time.
- 2. Prior to the Transferee beginning any development of the Easement Area by construction of any track and/or other facilities, the Transferee must consult with the Transferor about the appropriate standard and location of such facilities within the Easement Area.
- 3. Should the Transferee develop any track and/or other facilities on the Easement Area, this is likely to be done in stages. The Transferee must consult with the Transferor about the intended timing of each stage.
- 4. The Transferee must notify the Transferor of any applications for guided recreational concessions seeking to use the Easement Area.
- 5. The Transferee must monitor public use of the Easement, with the intention of understanding when increased public usage may be adversely affecting the visitor experience.

6. Should there be adverse effects resulting from increased public usage, the parties will discuss appropriate measures to address these effects, which may include:
 - a) limiting public access along the Easement Area to be in one direction (one-way) only for persons traversing the whole of the Moonlight Trail;
 - b) consideration of a booking system for any accommodation facilities managed by the Transferee on land adjoining the Easement Area.
7. The Parties may agree to further terms and conditions for the management of the Easement Area in accordance with any review of this Management Protocol from time to time.

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

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Management Purposes

Land Transfer Act 1952

Law Firm Acting
Conservancy Solicitor Department of Conservation Dunedin

Auckland District Law Society
REF:4135

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(except for "Law Firm Acting")

Mt Creighton Moonlight Trail Easement version 2 - DOCDM-855737
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.

Appendix 11: Easement to be Created – Public Access – Additional Routes

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Car Parking
3. 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

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Certificate of Title No.

All or Part?

Area and legal description – *Insert only when part or Stratum, CT*

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Transferor Surnames must be underlined

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

Transferee Surnames must be underlined

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

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

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

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

Operative Clause

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

Dated this day of

Attestation

Signed by acting under written delegation from the Commissioner of Crown Lands	Signed in my presence by the Transferor
	Signature of Witness
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name
	Occupation
	Address
Signature, or common seal of Transferor	

(continued on page 4 of Annexure Schedule)

Certified correct for the purposes of the Land Transfer Act

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

OTACO-37213 – Easement in Gross Template
Mt Creighton Easement Public and Management 2 - DOC DM-855708

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Solicitor for the Transferee

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

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

Dated

Page

of

Pages

Definitions

1. In this transfer unless the context otherwise requires:

1.1 "Easement Area" means that part of the Servient Land being 20 metres wide which is marked ["d-y, n-o, q-r and w-x" on the designations plan on Deposited Plan/S.O. Plan No [] and includes the Parking Area.

1.2 "Parking Area" means that part of the Servient Land which is marked ["n" on the Designations Plan] [" "] on SO Plan No [].

1.3 "Management Purposes" means:

- the protection of a significant inherent value of the land managed by the Transferee (not being a member of the public), in the vicinity of the easement area.
- The management of the land administered by the Transferee (not being a member of the public) in a way that is ecologically sustainable.

1.4 "Servient Land" means the land owned by the Transferor and described on page 1.

1.5 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and, for the purposes of clause 2.1 and 2.2, includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public; but for the purposes of clause 2.3 means the Transferee's tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation only.

1.6 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

2. The Transferee has the right:

2.1 In common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot.

2.2 To pass and re-pass by motor vehicle along that part of the Easement Area marked "n" and to use, stop and park any motor vehicle on the Parking Area only.

2.3 To pass and re-pass at any time over and along the Easement on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, or with or without guns and dogs, for Management Purposes.

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.

3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.
4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Exclusion of Schedules

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

Term

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

Temporary Suspension

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

Dispute Resolution

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

Notice

- 9.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
 - (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by facsimile to the receiving party;
 - (d) be sent by email to the receiving party.
- 9.2 If clause 9.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.

- 9.3 If clause 9.1(c) or 9.1(d) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next working day after the date of dispatch.

Special Easement Terms

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.
- 10.1 The Transferee and the Transferor shall pay for maintenance on tracks on the Easement Area in proportion to the impact of their use as agreed.
- 10.2 For the following sub-conditions in this condition 10.2, the Transferee is defined as the Director-General of Conservation's tenants, agents, contractors, and invitees; and any employee or contractor, only.
- 10.2.1 The Transferee has the right on the easement area:
- (a) To mark the Easement Area as appropriate.
 - (b) To erect and maintain stiles over any fenceline crossing the Easement Area.
 - (c) To erect and maintain signs informing the public
 - (i) of the location of land managed by the Crown and available for public access and recreation; and
 - (ii) of their rights and responsibilities in relation to the Easement Area.
 - (d) To clear, form and maintain any track or path no wider than 3 metres.
 - (e) To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clause 10.2.1.
- 10.3 The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and in particular will avoid using the easement when conditions such as softening during frost thaw render the Easement Area particularly vulnerable to damage.
- 10.4 In doing any of the matters specified in clause 2.3 and 10.2.1, the Transferee must take reasonable and proper care not to damage any property of the Transferor and must properly repair any such damage.
- 10.5 If the Transferee (being a member of the public) holds a hunting permit issued by the Director-General of Conservation, the Transferee may use the Easement Area to cross the Servient Land with an unloaded firearm or hunting weapon but may not otherwise bring a firearm or hunting weapon onto the Easement Area.
- 10.6 Members of the public are not permitted to be accompanied by any animals on the Easement Area.
- 10.7 Nothing in this Instrument confers on the Transferee any right to erect any tent, shelter or structure capable of being used for accommodation on the Easement Area; or to camp on the Easement Area.
- 10.8 In relation to the Parking Area, nothing in this Instrument confers on the Transferee any right to stay overnight in vehicles or to camp on the Parking Area.

Continuation of "Attestation"

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

under a written delegation in the)
presence of:)

Witness (Signature)

Name _____

Address _____

Occupation _____

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

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

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Management Purposes

Land Transfer Act 1952

Law Firm Acting
Conservancy Solicitor Department of Conservation Dunedin

Auckland District Law Society
REF:4135

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(except for "Law Firm Acting")

Appendix 12: Easement to be Created – Water Supply and Waste Water Dispersal

TRANSFER GRANT OF EASEMENT IN GROSS

For Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER**Land Transfer Act 1952**

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

Land Registration District

Otago

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

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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.*

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

The Grantor, being the registered proprietor of the servient land, grants to the Grantee an easement to convey water and to drain water with the rights and powers or provisions set out in the Annexure schedules.

Attestation

Dated this day of

Signed by
acting under written delegation
from the Commissioner of Crown
Lands

Certified correct for the purposes of the Land Transfer Act 1952

Signature, or common seal of Grantor

Signed in my presence by the Grantor
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Occupation

Address

(continued on page 4 of Annexure Schedule)

Annexure Schedule

Insert below

"Mortgage", "Transfer", "Lease", etc

Transfer Easement

Dated

Page

of

Pages

Definitions

1. In this transfer unless the context otherwise requires:

- 1.1 "Easement Area" means that part of the Servient Land being 5 metres which is marked "[e1-g1]" to convey water and 5 metres which is marked "[e1-f1]" to drain greywater and 1500 square metres which is marked "[f1-f1]" being a greywater dispersal site on Deposited Plan/S.O. Plan No [].
- 1.2 "Management Purposes" means:
 - the protection of a significant inherent value of any land managed by the Grantee which includes recreational facilities 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.
- 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 the Grantee's tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation.
- 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

Rights and Powers

2. Unless otherwise provided in this document, the rights and powers contained in the specific classes of easement as prescribed by Schedule 4 of the Land Transfer Regulations 2002 apply.

Term

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

Dispute Resolution

- 4.1 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.

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.

DOCDM-1133054 – Management Purposes Easement Template

Docdm-1580115 – Mt Creighton – Dukes Tarn hutsite water supply, greywater and dispersal site Nov 2015

Jan 2013

- 4.2 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.
- 4.3 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.
- 4.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

- 5.1 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.
- 5.2 If clause 5.1(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.
- 5.3 If clause 5.1(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.

Special Easement Terms

6. The standard easement terms contained above must be read subject to any special easement terms set out below.
7. The Grantee including its tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation, may lay and maintain water and drainage pipelines across the Servient land.
8. The Grantee has the right to use whatever means of access she thinks fit to carry out the works in clause 7 above.
9. In enjoying, or carrying out any works permitted by this Easement, the Grantee must;
- a) Comply with all laws relating to the taking and dispersal of water where these are binding on the Grantee; and
 - b) Other than as is consistent with the use of the easement, must take reasonable and proper care not to damage any property of the Grantor, to repair any damage the Grantee causes, and to properly reinstate and remediate any soil disturbed by such works.
10. The Grantee including its tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation, has the right to take vehicles, plant, and machinery on and to 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.

PAP-26-04-107 - Mt Creighton - Dukes Tarn hutsite easement to convey water - DOC DM-1580115 Jan 2013
Docdm-1580115 - Mt Creighton - Dukes Tarn hutsite water supply, greywater and dispersal site Nov 2015

Continuation of "Attestation"

Signed for and on behalf of _____)
Her Majesty the Queen by _____)
[name] _____)
under a written delegation in the _____)
presence of: _____) _____

Witness (Signature)

Name _____

Address _____

Occupation _____

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

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.

PAP-26-04-107 - Mt Creighton - Dukes Tarn hutsite easement to convey water - DOCDM-1580115 Jan 2013
Docdm-1580115 - Mt Creighton - Dukes Tarn hutsite water supply, greywater and dispersal site Nov 2015

TRANSFER GRANT OF EASEMENT IN GROSS

Management Purposes

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 13: Right of Way Easements to be Continued (14C/170 and 14C/171)

Entered in the Register as No. (Otago
Registry) this day of 199
at o'clock

14C / 170

Land Registrar

THIS DEED made this 1st day of *April* 1992 between the **MINISTER OF CONSERVATION** (hereinafter together with his successors and assigns called "the Grantor") of the one part and **QUEENSTOWN SAFARI COMPANY LIMITED** a company incorporated under the Companies Act 1955 and having its registered office at Christchurch (hereinafter together with its successors and assigns called "the Grantee") of the other part

WHEREAS Her Majesty the Queen is the owner subject to the Reserves Act 1977 of all that parcel of land being part Reserve A Block XIII Mid Wakatipu Survey District (hereinafter called "the servient tenement")

AND WHEREAS the Grantee is registered as proprietor of an estate of leasehold subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land containing 98.2000 hectares more or less being Section 36 Block XIII Mid Wakatipu Survey District and being part of the balance of the land comprised and described in Crown Pastoral Lease P107 recorded as Register Volume 386 folio 52 (Otago Registry) (hereinafter called "the dominant tenement")

AND WHEREAS the Grantor in pursuance of the powers conferred on him by section 48 of the Reserves Act 1977 has agreed to convey and grant to the Grantee the easement hereinafter referred to upon and subject to the conditions hereinafter contained

NOW THEREFORE THIS DEED WITNESSETH that **IN CONSIDERATION** of the sum of **TEN CENTS** (10c) paid to the Grantor by the Grantee (the receipt of which sum the Grantor hereby acknowledges) the Grantor **DOTH HEREBY CONVEY AND GRANT** to the Grantee the full free uninterrupted and unrestricted right liberty and privilege for the Grantee its servants tenants agents workmen licensees and invitees (in common with the Grantor his tenants and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass with or without horses and domestic animals of any kind and with or without vehicles motor vehicles and machinery of any kind over and along that part of the servient tenement marked with the letter "A" on DP 22486

AND IT IS HEREBY AGREED AND DECLARED by and between the Grantor and the Grantee:

- 1 **THE** cost of maintenance of the right of way hereby created shall be borne solely by the Grantee.
- 2 **THE** Grantee will not upgrade the right of way without first obtaining the approval of the Regional Conservator Department of Conservation Dunedin.

3 **THE** Grantee shall indemnify the Grantor against all and any action claim injury damage or loss which may arise in any manner whatsoever from the creation of this easement.

4 **THE** costs of and incidental to this deed shall be borne by the Grantor.

IN WITNESS whereof these presents have been executed the day and the year first hereinbefore appearing.

SIGNED for and on behalf of the
MINISTER OF CONSERVATION by
Jeff Connell an officer of the Department of
Conservation pursuant to a designation given
to him by the Director-General of Conservation
and dated the 30th day of June 1989 in the
presence of:



Witness: 

Occupation: 

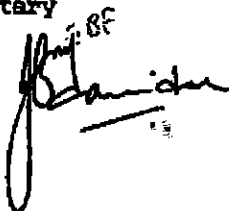
Address: 

THE COMMON SEAL OF Queenstown
Safari Co. Limited was hereunto
affixed by authority of the
Board of Directors in the
Presence of :




Director

Secretary



14C/170

DATED

MINISTER OF CONSERVATION

TO

QUEENSTOWN SAFARI COMPANY LIMITED

DEED OF EASEMENT - RIGHT OF WAY

9.59 12 NOV 92 81800912
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR
360/92. 14/11/92



Regional Secretary
Department of Conservation
DUNEDIN

New 14C/170
Issued for
Easement A DP 22486

14C/170



Entered in the Register as No. (Otago
Registry) this day of 199
at o'clock

Land Registrar

THIS DEED made this 1st day of *March* 1992 between the **MINISTER OF CONSERVATION** (hereinafter together with his successors and assigns called "the Grantor") of the one part and **QUEENSTOWN SAFARI COMPANY LIMITED** a company incorporated under the Companies Act 1955 and having its registered office at Christchurch (hereinafter together with its successors and assigns called "the Grantee") of the other part

WHEREAS Her Majesty the Queen is the owner subject to the Reserves Act 1977 of all that parcel of land being part Reserve A Block XIII Mid Wakatipu Survey District **SUBJECT** to a right of way created by Deed embodied in the Register as Register No. 318009/2 (hereinafter called "the servient tenement")

AND WHEREAS the Grantee is registered as proprietor of an estate of leasehold subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land containing 3.0196 hectares more or less being Section 1 SO 23732 and being part of the balance of the land comprised and described in Crown Pastoral Lease P107 recorded as Register Volume 386 folio 52 (Otago Registry) (hereinafter called "the dominant tenement")

AND WHEREAS the Grantor in pursuance of the powers conferred on him by section 48 of the Reserves Act 1977 has agreed to convey and grant to the Grantee the easement hereinafter referred to upon and subject to the conditions hereinafter contained

NOW THEREFORE THIS DEED WITNESSETH that **IN CONSIDERATION** of the sum of **TEN CENTS** (10c) paid to the Grantor by the Grantee (the receipt of which sum the Grantor hereby acknowledges) the Grantor **DOTH HEREBY CONVEY AND GRANT** to the Grantee the full free uninterrupted and unrestricted right liberty and privilege for the Grantee its servants tenants agents workmen licensees and invitees (in common with the Grantor his tenants and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass with or without horses and domestic animals of any kind and with or without vehicles motor vehicles and machinery of any kind over and along that part of the servient tenement marked with the letter "B" on DP 22486

AND IT IS HEREBY AGREED AND DECLARED by and between the Grantor and the Grantee:

- 1 **THE** cost of maintenance of the right of way hereby created shall be borne solely by the Grantee.
- 2 **THE** Grantee will not upgrade the right of way without first obtaining the approval of the Regional Conservator Department of Conservation Dunedin.
- 3 **THE** Grantee shall indemnify the Grantor against all and any action claim injury damage or loss which may arise in any manner whatsoever from the creation of this easement.

14C/171


4 **THE** costs of and incidental to this deed shall be borne by the Grantor.

IN WITNESS whereof these presents have been executed the day and the year first hereinbefore appearing.

SIGNED for and on behalf of the
MINISTER OF CONSERVATION by
Jeff Connell an officer of the Department of
Conservation pursuant to a designation given
to him by the Director-General of Conservation
and dated the 30th day of June 1989 in the
presence of:



Witness: 

Occupation: 

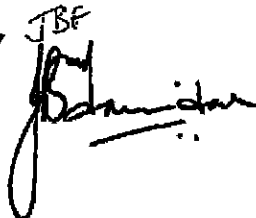
Address: 

THE COMMON SEAL OF Queenstown
Safari Co. Limited was hereunto
affixed by authority of the
Board of Directors in the
Presence of ;




Director

Secretary



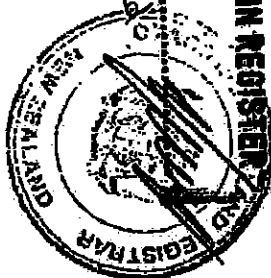
TO

DEED OF EASEMENT - RIGHT OF WAY

9.59 12 NOV 92

81-8009/3

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASSF. LAND REGISTRAR



Now 5714C/71
issued for
Easement B DP 22486

14C/171.

Appendix 14: Registered Mining Permit (OT9D/488)



9D/488

28 July 1997

District Land Registrar
Private Bag
DUNEDIN

Dear Sir/Madam

AMENDMENT TO THE CONDITIONS OF MINING PERMIT 41 129

9D/488

For your information the above certificate and amended conditions are enclosed.

Please attach the certificate and amended conditions to your copy of the permit.

Yours sincerely

Brian Wesney
for Unit Manager - Permitting

Encl

33 Bowen Street • PO Box 1473
Wellington • New Zealand
Telephone 64-4-472 0030 • Facsimile 64-4-499 0968

A GROUP WITHIN THE MINISTRY OF COMMERCE



FRONTIER NEW ZEALAND

DUNEDIN
LAND REGISTRY OFFICE

**MINING PERMIT 41 129
CERTIFICATE OF CHANGE OF CONDITIONS**

IN THE MATTER of the Crown
Minerals Act 1991

AND

IN THE MATTER of mining permit
41 129 dated 23 June 1994 in the name
of Queenstown Lakes District Council

PURSUANT to section 36(1)(c) of the Crown Minerals Act 1991 and under a delegation from the Minister of Energy of 7 October 1991, the conditions specified in the Third Schedule to the above mentioned permit are hereby replaced with those attached to this Certificate, and the Second Schedule to the above mentioned permit is hereby consequently amended and replaced with that attached to this Certificate.

DATED at Wellington this 22nd day of July 1997

P.S. Carpinter

SIGNED by PAUL STEPHEN CARPINTER, Secretary of Commerce

SECOND SCHEDULE

MINERAL

Gravel

ROYALTY

Up to and including 30 September 1997,
as per conditions 4(a) to 4(d). From 1
October 1997, as per conditions 5(a) to
5(u) contained in the Third Schedule

June 1997

THIRD SCHEDULE

CONDITIONS OF MINING PERMIT 41 129

WORK PROGRAMME

1. The permit holder shall be permitted to mine in a systematic and efficient manner using the mining methods prescribed:
 - (a) stripping and stockpiling of topsoil;
 - (b) quarrying by open-cut methods using earthmoving machinery as appropriate;
 - (c) rehabilitation as appropriate.

Provided that nothing in this clause shall exempt the permit holder from any obligation to comply with the requirements of any other Act or Regulation that may affect or apply to such operations.

- 2(a) The permit holder shall, before commencing work and within 30 days following the anniversary of the grant of this permit in each year, submit to the Secretary of Commerce (the Secretary) a proposed annual work statement and mine plan for written approval.
- (b) The proposed annual work statement and mine plan shall detail estimates of grades of ore to be recovered for the next 12 months, confirm the mining method to be used, period of mine operation, a schedule of production to date, estimated remaining recoverable reserves, and general mining activities to be undertaken.
- (c) The Secretary shall, within 30 working days of receipt, respond to the proposed work statement and mine plan either giving approval to the work statement or withholding approval and requesting either modification or further information to enable assessment.
- (d) Compliance with the work statement and mine plan shall constitute a condition of this permit.

MARKING OUT

3. If required by the Secretary, the permit holder shall clearly mark the boundaries of the permit or areas defined in the approved work statement of this permit by pegs, coloured tape or other approved means.

ROYALTY PAYABLE UP TO 30 SEPTEMBER 1997

- 4(a) Up to, and including 30 September 1997, the permit holder is required to pay to the Crown a royalty of \$0.10 per tonne on all aggregate produced under this permit.

June 1997

- (b) The permit holder must forward a royalty return, in the form provided by the Secretary, for the six-month period ending 30 June 1997 and for the three-month period ending 30 September 1997.
- (c) The royalty return is to be forwarded to the Secretary within 30 days following the period to which it relates.
- (d) The royalty return is to be accompanied by the royalty payment in respect of all aggregate taken in the period to which the royalty return relates.

ROYALTY PAYABLE FROM 1 OCTOBER 1997

(Terms used in this Schedule shall have the same meaning as in the Minerals Programme for Minerals other than coal and petroleum (1 October 1996).)

- 5(a) Subject to condition 5(b), from 1 October 1997 the permit holder is required to calculate and is liable to pay royalties to the Crown for any period for which a royalty return must be provided, in respect of all gravel taken from the land comprised in the permit that is:
 - (i) Sold; or
 - (ii) Gifted or exchanged or bartered or removed from the permit area without sale; or
 - (iii) Used in the production process (as a substitute for otherwise having to purchase gravel for this purpose); or
 - (iv) Unsold on the surrender, expiry or revocation of the permit, that is, inventory or unsold stocks of any gravel. (This does not include where gravel has been extracted but returned to the land and thus its ownership is retained by the Crown).
- (b) The permit holder is not liable to pay a royalty when:
 - (i) The net sales revenues from the permit are less than \$100,000 for a reporting period, except where the permit is part of a production unit; or
 - (ii) The net sales revenues from the permit average less than \$8,333 per month if the reporting period is less than 12 months, except where the permit is part of a production unit; or
 - (iii) The permit is part of a production unit and the combined net sales revenues of all permits and licences in the production unit are less than \$100,000 for a reporting period; or average less than \$8,333 per month, if the reporting period is less than 12 months.

June 1997

Rate of Royalty

- (c) Subject to condition 5(b), condition 5(d) and condition 5(e), the royalty payable in each reporting period, and that must be calculated, is the higher of either a one percent (1%) ad valorem royalty on net sales revenues or a five percent (5%) accounting profits royalty on accounting profits.
- (d) Subject to condition 5(b) and condition 5(e), where net sales revenues for the permit or the production unit are \$1,000,000 (one million dollars) or less for a reporting period, the permit holder is required to calculate, and is liable to pay the 1% ad valorem royalty only, and does not have to calculate and is not liable to pay the accounting profits royalty.
- (e) Where net sales revenues for the permit or the production unit exceed \$1,000,000 (one million dollars) for a reporting period, and in the preceding reporting periods net sales revenues were \$1,000,000 or less and \$100,000 or more, the permit holder is required to calculate the provisional accounting profits royalty for that reporting period and previous reporting periods (excluding any period for which a royalty was not payable in accordance with condition 5(b)), starting from either the commencement of the permit or the previous time the accounting profits royalty was calculated.
- (f) Where the permit holder is required to calculate the accounting profits royalty, then until all restoration costs are determined in respect of the permit, the permit holder is liable to pay the higher of a 1% ad valorem royalty on net sales revenues or a 5% provisional accounting profits royalty on provisional accounting profits. In the royalty return for the final reporting period, the permit holder is required to take into account all unclaimed restoration costs, and any proceeds or gains from hire, rent, lease or disposal of land or fixed assets which have not previously been deducted, and then to calculate any liability to pay the accounting profits royalty in all reporting periods where net sales revenues for the permit or the production unit exceeded \$1,000,000 (or averaged more than \$83,333 per month if the reporting period was less than 12 months.)
- (g) The net sales revenues, ad valorem royalty, the provisional accounting profits royalty and the accounting profits royalty must be calculated in accordance with the provisions of paragraphs 15.9 to 15.47 of the Minerals Programme for Minerals other than coal and petroleum (1 October 1996).

Point of Valuation

- (h) For the purpose of calculating net sales revenues, the point of valuation for the gravel taken under this permit is the point where the loaded vehicle crosses the permit boundary.

June 1997

Reporting Period

- (i) The annual reporting period for this permit is 1 July to 30 June in the following year.

Royalty Return

- (j) The permit holder is required to provide to the Secretary a royalty return for every reporting period within the duration of the permit regardless of whether or not royalty is payable in accordance with conditions 5(a) or 5(b). The royalty return is required to be provided within five months of the end of the reporting period. The royalty return must be in the form prescribed, from time to time, in relevant regulations. If no relevant regulations have been made the royalty return must be in a form that sets out information as presented in paragraphs 15.54 to 15.57 of the Minerals Programme for Minerals other than coal and petroleum (1 October 1996).
- (k) The declaration in the royalty return filed for the permit must be signed by the permit holder.
- (l) If the net sales revenues are \$1,000,000 or less for a reporting period (or average \$83,333 or less per month, if the reporting period is less than 12 months) and the permit holder employs or engages the services of an accountant (in public practice) the accountant must also sign the declaration in the royalty return filed for the permit.
- (m) If the net sales revenues are over \$1,000,000 in a reporting period (or average more than \$83,333 per month if the reporting period is less than 12 months), the royalty return filed for the permit must also be accompanied by a written statement signed by either an accountant or an auditor. If the permit holder engages the services of an auditor to review financial statements or financial information as part of meeting the statutory requirements of the Companies Act 1993 or the Financial Reporting Act 1993, then the auditor must sign the written statement. The statement must be in the form prescribed in the relevant regulations. The statement is required to be paid for by the permit holder.

Royalty Payments

- (n) Subject to condition 5(o), where net sales revenues for any half year (six months) in a reporting period average \$8,333 or more per month, the permit holder is liable to make an interim royalty payment of 1% of the net sales revenues for that six month period. The interim royalty payment must be received by the Secretary within 30 calendar days after the end of that six month period.
- (o) Where a reporting period is less than 12 months, the permit holder is liable to make one interim royalty payment to the Secretary of 1% of the net sales revenues for the reporting period, where net sales revenues for the reporting period average \$8,333 or more per month. The interim royalty payment must be received by the Secretary within 30 calendar days of the end of the reporting period.

June 1997

- (p) The permit holder must pay to the Secretary any royalty that he or she is liable to pay within five months of the end of each reporting period. If the permit holder has made any interim payments of royalty and upon completion of the royalty return, the amount of royalty that he or she is liable to pay exceeds the total amount of interim payments made, the permit holder is required to pay the difference.

Keeping of Records

- (q) The permit holder must, for the purposes of supporting the royalty return, keep for seven years or until the acceptance of the final royalty return for which the permit holder is responsible, whichever occurs first, proper books of account and records, which may include the books and records listed in paragraph 15.62 of the Minerals Programme for Minerals other than coal and petroleum (1 October 1996) maintained in accordance with accepted business practice and which explain or provide details of any aspect of the matters listed in paragraph 15.61 of the Minerals Programme for Minerals other than coal and petroleum (1 October 1996).
- (r) The permit holder must supply additional information or a detailed explanation of the basis of the royalty return to the Secretary within 30 days of receipt of a request by the Secretary for such information or explanation (refer paragraph 15.57 of the Minerals Programme for Minerals other than coal and petroleum (1 October 1996)).

Books to be Available for Inspection

- (s) All books, accounts and other records of the permit holder in relation to the permit shall be available at all reasonable times for inspection for the purposes of verifying the royalty return, by the Secretary or any person legally authorised in writing for that purpose.

Reports of Production

- (t) The permit holder is required to provide to the Secretary an accurate report of gravel production for the preceding six-month period within 30 calendar days following 31 December and 30 June in each year. This report may be made as part of an interim royalty statement accompanying any interim royalty payment or the royalty return or by means of a separate production report. A report of production is required to be forwarded irrespective of whether there has been any production during the relevant six-month period.

Amendment of Royalty Conditions

- (u) Where the Minister considers that the amount of net sales revenues specified in condition 5(d), at which and below which the permit holder is required to calculate and is liable to pay the 1% ad valorem royalty only, should be increased, the Minister may amend that condition and conditions 5(e), 5(l) and 5(m) to increase that amount by giving the permit holder one month's notice in writing.

June 1997

EXPENDITURE

6. The permit holder shall spend a minimum of \$10,000 (Ten Thousand Dollars) per annum on wages and operating costs during the period of the mining operation unless otherwise approved in writing by the Secretary.

Provided that the Secretary may review this minimum expenditure level in consultation with the permit holder at intervals of no more than three yearly, taking into account the nature of the operations of the permit holder at the time of the review and changes in wage and operating costs from one review period to the next.

OTHER CONSENTS AND AGREEMENTS REQUIRED

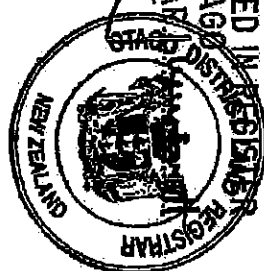
7. The permit holder shall ensure that all necessary resource consents and land access agreements are obtained prior to the commencement of mining operations.
8. The permit holder shall notify the Secretary, the Inspector of Mines and appropriate local authorities when operations are due to commence.

June 1997

1030 01AUG97 934071.3

PARTICULARS ENTERED IN RESIDENTIAL
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR

90/1488



**CROWN MINERALS
OPERATIONS GROUP
ENERGY & RESOURCES
DIVISION**

Ministry of Commerce Building
33 Bowen Street
P.O. Box 1473, Wellington,
New Zealand.
Telephone (04) 472 0030
FAX (04) 499 0968



30 June 1994

District Land Registrar
Private Bag
DUNEDIN

MINING PERMIT 41 129
BY QUEENSTOWN LAKES DISTRICT COUNCIL

I enclose 4 copies of the above permit signed by the Minister of Energy.

Would you please record the permit, number each copy, retain one copy and return the remaining copies to this office in accordance with Section 81 of the Crown Minerals Act 1991.

The registration fee of \$25.00 is attached.

Helen Stark
for Unit Manager - Authorisations

**DUNEDIN
LAND REGISTRY OFFICE**

**MINING PERMIT 41 129
CROWN MINERALS ACT 1991**

PERMIT HOLDER: Queenstown Lakes District Council
Private Bag 50072, QUEENSTOWN

FIRST SCHEDULE:

<u>CT Reference</u>	<u>Area</u>	<u>Legal Description of Permit Area</u>
CL 386/52 (Pt)	2.1126 hectares	OTAGO LAND DISTRICT - QUEENSTOWN LAKES DISTRICT All that area of land being Pt Section 36, Block XIII Mid Wakatipu Survey District as shown on map attached.

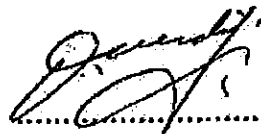
TERM: Twenty-five years commencing on the date hereof.

PURSUANT to the Crown Minerals Act 1991 the Minister of Energy hereby grants to the above permit holder the right to mine the land described in the **FIRST SCHEDULE** hereto for those minerals specified in the **SECOND SCHEDULE** hereto upon the terms and conditions specified in the **THIRD SCHEDULE** hereto and subject to the Crown Minerals Act 1991 and any regulations made thereunder.

The grant of this permit does not entitle the permit holder to carry out any mining or enter on to any land without having obtained the relevant access arrangement in terms of the Crown Minerals Act 1991 or resource consents if required as provided for by the Resource Management Act 1991.

DATED at Wellington this 23rd day of June 1994

SIGNED by DOUGLAS LORIMER KIDD, Minister of Energy



.....

SECOND SCHEDULE

MINERAL

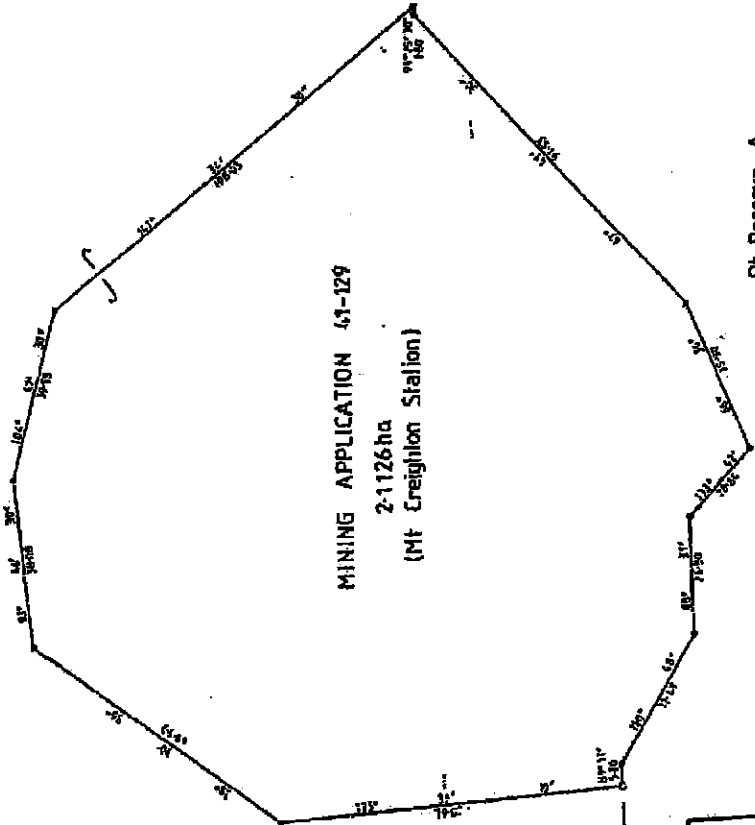
ROYALTY

Gravel

10 cents per tonne
produced.



SFC 36
CL 386472



CERTIFIED CORRECT
[Signature]
Chief Surveyor
18 14 1994

LAND DISTRICT D17450
SURVEY BLK. & DIST. XIII MID WAKATIPU
NZMS 261 SHI E 61 RECORD MAP No 4-3-5-3

PLAN OF MINING APPLICATION No. 41-129
OVER SECTION 36

TERRITORIAL AUTHORITY QUEENSTOWN LAKES DISTRICT
Surveyed by *[Signature]*
Scale 1:750 Date JAN 1994

Total Area 2-1126ha

Completed in CL 386472, 1811

I, CLYDE DE LA MARE, of the DISTRICT OF QUEENSTOWN, do hereby certify that the above is a true and correct copy of the original plan of the Mining Application No. 41-129, as shown to me by the Chief Surveyor, and that the same is in accordance with the provisions of the Mining Act, 1926, and the Regulations made thereunder, and that the same is in accordance with the provisions of the Mining Act, 1926, and the Regulations made thereunder, and that the same is in accordance with the provisions of the Mining Act, 1926, and the Regulations made thereunder.

Witness my hand and seal this 18th day of January 1994.

CLYDE DE LA MARE, District Registrar

Approved as to Survey *[Signature]*
18 14 1994 Acting Chief Surveyor

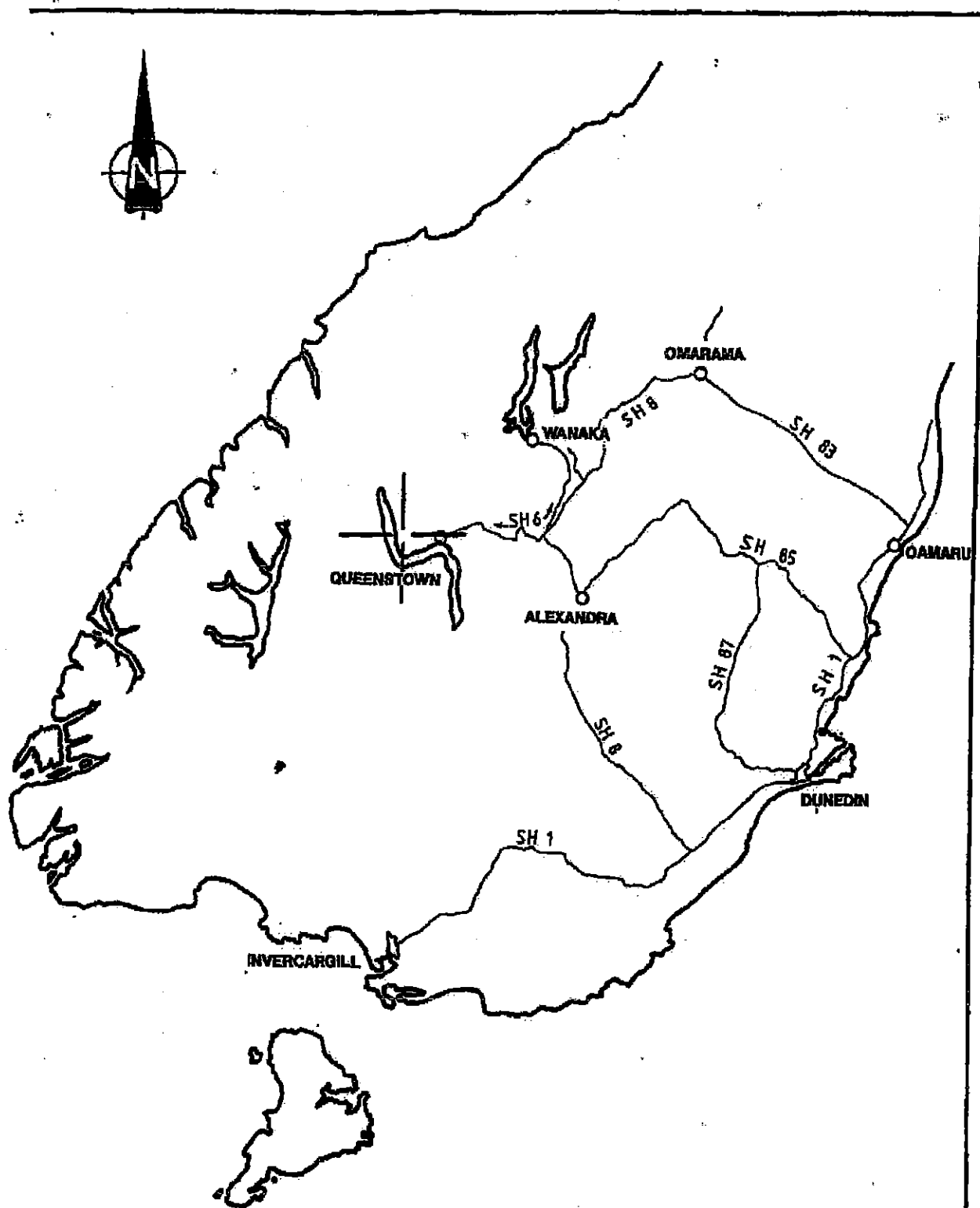
Deposited this 18th day of January 1994

1811

177 274

SO 24048

5174



Locality Map of
Permit Application
41-129

Scale 1 : 2 000 000

**THIRD SCHEDULE
CONDITIONS OF MINING PERMIT 41 129**

Work Programme

1 The permit holder shall be permitted to mine in a systematic and efficient manner using the mining methods prescribed:

- a stripping and stockpiling of topsoil;
- b quarrying by open-cut methods using earthmoving machinery as appropriate;
- c rehabilitation as appropriate.

Provided that nothing in this clause shall exempt the permit holder from any obligation to comply with the requirements of any other Act or Regulation that may affect or apply to such operations.

- 2a The permit holder shall, before commencing work and within 30 days following the anniversary of the grant of this permit in each year, submit to the Secretary of Commerce (the Secretary) a proposed annual work statement and mine plan for written approval.
- b The proposed annual work statement and mine plan shall detail estimates of grades of ore to be recovered for the next 12 months, confirm the mining method to be used, period of mine operation, a schedule of production to date, estimated remaining recoverable reserves, and general mining activities to be undertaken.
- c The Secretary shall, within 30 working days of receipt, respond to the proposed work statement and mine plan either giving approval to the work statement or withholding approval and requesting either modification or further information to enable assessment.
- d Compliance with the work statement and mine plan shall constitute a condition of this permit.

Marking Out

3 If required by the Secretary, the permit holder shall clearly mark the boundaries of the permit or areas defined in the approved work statement of this permit by pegs, coloured tape or other approved means.

Royalties

- 4a The permit holder shall pay to the Secretary a royalty on any aggregate produced under this permit. The royalty will be at the rate and on the terms specified in the first minerals programme applicable to aggregate issued in terms of section 18 of the Crown Minerals Act 1991.
- b The royalty rate will be \$0.10 per tonne until 12 months after the date of issue of the first minerals programme applicable to aggregate when the rate specified in that minerals programme will take effect.
- c All books, accounts and other records of the permit holder in relation to the permit for the purposes of this condition shall be open at all reasonable times to inspection by the Secretary or any person authorised by him or her.

Expenditure

5 The permit holder shall spend a minimum of \$10,000 (Ten Thousand Dollars) per annum on wages and operating costs during the period of the mining operation unless otherwise approved in writing by the Secretary.

Provided that the Secretary may review this minimum expenditure level in consultation with the permit holder at intervals of no more than three yearly, taking into account the nature of the operations of the permit holder at the time of the review and changes in wage and operating costs from one review period to the next.

Reports

6 The permit holder shall provide such periodic reports and returns on production as are required in the Crown Minerals Act 1991 and its regulations.

Other Consents and Agreements Required

7 The permit holder shall ensure that all necessary resource consents and land access agreements are obtained prior to the commencement of mining operations.

8 The permit holder shall notify the Secretary, the Inspector of Mines and appropriate local authorities when operations are due to commence.

THE CROWN MINERALS ACT 1991

MINING PERMIT No. 41 129

Minister of Energy

TO

QUEENSTOWN LAKES DISTRICT COUNCIL

Area: 2.1126 hectares

MEMORIALS

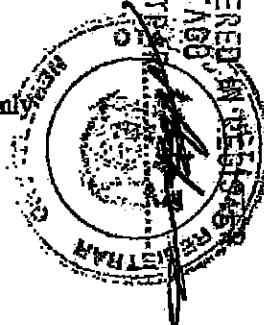
934071.3 Variation - 1-8-1997 at 10.30.

*J. Munawett
for OLR*

Particulars entered in the Register shown in
the First Schedule herein on the date and at
the time stamped below.

.....
District/Assistant Land Registrar

Registry Office Use Only



9D/488

FILE COPY

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Appendix 15: Unregistered Water Permits (RM11.102.04.V1, RM11.102.05 and RM11.102.06)



Our Reference: A525543

Consent No. RM11.102.04.V1

WATER PERMIT

Pursuant to Section 104B of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Tony Roger Sewhoy

Address: Arrow Junction RD 1 Queenstown

To take surface water from Twenty Five Mile Creek for the purpose of operating a suction dredge.

For a term expiring 14 June 2031

Location of Point of Abstraction: Twenty Five Mile Creek, Mt Creighton Station, 3.8 kilometres north east to 1.1 kilometres east Glenorchy-Queenstown Road, Glenorchy

Legal Description of land at point of abstraction: Part Run 706 and Run 346A Mid Wakatipu SD

Legal Description of land where water is to be used: non consumptive take.

Legal Description of land where water is to be used: Part Run 706 and Run 346A Mid Wakatipu SD

Map Reference at point of abstraction: NZTME1242792 N5010109
NZTME1240891 N5008205

Conditions

Specific

1. This consent shall be exercised in conjunction with Land Use consent RM11.102.05 and Discharge Permit RM11.102.06.
2. If this consent is not given effect to by the 22 July 2016 this consent shall lapse under section 125 of the Resource Management Act 1991.
3. The rate of abstraction shall not exceed
 - (a) 26 litres per second;
 - (b) 561 cubic metres per day;
4. All water taken while exercising this consent shall immediately after use be returned to the Twenty Five Mile Creek.

Review

5. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within 3 months of April on the





second anniversary of the commencement of this consent and then every subsequent fifth anniversary for the purpose of:

- (a) adjusting the consented rate or volume of water under condition 3; or
- (b) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage; or
- (c) ensuring the conditions of this consent are consistent with any National Environmental Standards.

Notes to Consent Holder

1. *If you require a replacement water permit upon the expiry date of this water permit, any new application should be lodged at least 6 months prior to the expiry date of this water permit. Applying at least 6 months before the expiry date may enable you to continue to exercise this permit until a decision is made on the replacement application. Failure to apply at least 3 months in advance of the expiry date will result in any primary allocation status being lost. A late application will result in the application being treated as supplementary allocation if any such allocation is available.*

Issued at Dunedin this 22nd day of July 2011

Reissued 2nd May 2013 to change condition 2 by extending the lapse period by 3 years

A handwritten signature in cursive script, appearing to read "Marian Weaver".

Marian Weaver
Resource Management Procedural Specialist



ISO 9001
Certified

Our Reference: A348044

Consent No. RM11.102.05

LAND USE CONSENT

Pursuant to Section 104B of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Tony Roger Sewhoy

Address: Arrow Junction RD 1 Queenstown

To disturb the bed of a river associated with operating a suction dredge for the purpose of alluvial gold mining.

For a term expiring 14 June 2031

Location of consent activity: Twenty Five Mile Creek, Mt Creighton Station, 3.8 kilometres north east to 1.1 kilometres east Glenorchy-Queenstown Road, Glenorchy

Legal description of consent location: Pt Run 706 and Run 346A Mid Wakatipu SD

Map Reference: NZTME1242792 N5010109
NZTME1240891 N5008205

Conditions

Specific

1. The consent holder shall undertake suction dredge mining in the Twenty Five Mile Creek as described in the application dated 30 March 2011 and in the area marked on the map attached as Appendix 1
2. This consent shall be exercised in conjunction with Water Permit RM11.102.04 and Discharge Permit RM11.102.06.
3. Works shall not be undertaken between the months of May to September inclusive to avoid the disturbance of fish spawning habitat.
4. No later than May each year the suction dredge mining equipment, excavator and any other material brought into the site shall be removed from Twenty Five Mile Creek bed area and positioned above the creek so that is above the level of any flood flows. The area shall be tidied to a degree at least equivalent to that prior to the suction dredge mining commencing.
5. The consent holder shall not excavate or disturb the river banks. The excavator shall only be used for shifting rocks around and in the creek bed. When using the excavator care shall be taken to limit any damage to vegetation on the side of the creek.

Performance Monitoring

6. At least five working days prior to the exercise of the consent the consent holder shall provide a copy of the access agreement obtained from Land Information New Zealand to the Consent Authority.



7. The consent holder shall take colour photographs, no smaller than 175 x 125 millimetres prior to the start and at the completion of each suction dredge mining activity and shall be accompanied by a description of the location and the date the photographs were taken. The photographs taken shall be forwarded to the Consent Authority by the 30 May each year.

General

8. The consent holder shall ensure that any contractors engaged to undertake work authorised by this consent abide by the conditions of this consent. A copy of this consent shall be present on site at all times while the work is being undertaken.
9. The consent holder shall ensure the suction dredge mining works authorised by this consent do not cause any flooding, erosion, scouring, land instability or property damage. Should such effects occur due to the exercise of this consent, the consent holder shall, if so required by the Consent Authority and at no cost to the Consent Authority, take all such action as the Consent Authority may require to remedy any such damage.
10. During the exercise of this consent, the consent holder shall ensure that no contaminants (other than those allowed in Discharge Permit RM11.102.06) including fuel and oil enter the Twenty Five Mile Creek. No refuelling of machinery shall occur within the creek. In the event of any contamination, the consent holder shall undertake remedial action and shall notify the Consent Authority within 5 working days.
11. All machinery and equipment that has been in watercourses shall be water blasted and treated with suitable chemicals or agents prior to being brought on site and following completion of the works, to reduce the potential for pest species being introduced to or taken from the watercourses, such as didymo. At no time during the exercise of this consent shall machinery be washed within the bed of a watercourse.
12. If the consent holder:
 - (a) Discovers koiwi tangata (human skeletal remains), or Maori artefact material, the Permit Holder shall without delay:
 - (i) Notify the Consent Authority, Tangata whenua and New Zealand Historic Places Trust and in the case of skeletal remains, the New Zealand Police.
 - (ii) Stop work within the immediate vicinity of the discovery to allow a site inspection by the New Zealand Historic Places Trust and the appropriate runanga and their advisors, who shall determine whether the discovery is likely to be extensive; if a thorough site investigation is required and whether an Archaeological Authority is required.
 - (iii) Any koiwi tangata discovered shall be handled and removed by tribal elders responsible for the tikanga (custom) appropriate to its removal or preservation.

Site work shall recommence following consultation with the Consent Authority, the New Zealand Historic Places Trust, Tangata whenua, and in the case of skeletal remains, the NZ Police, provided that any relevant statutory permissions have been obtained.

- (b) Discovers any feature or archaeological material that predates 1900, or heritage material, or disturbs a previously unidentified archaeological or heritage site, the Permit Holder shall without delay:
 - (i) Stop work within the immediate vicinity of the discovery or disturbance; and

- (ii) Advise the New Zealand Historic Places Trust, and in the case of Maori features or materials, the Tangata whenua, and if required, shall make an application for an Archaeological Authority pursuant to the Historic Places Act 1993; and
- (iii) Arrange for a suitably qualified archaeologist to undertake a survey of the site.

Site work shall recommence following consultation with the Consent Authority.

- 13. The consent holder shall also comply with all notices and guidelines issued by Biosecurity New Zealand, in relations to avoiding spreading the pest organism *Didymosphenia geminata* known as "Didymo" (refer to www.biosecurity.govt.nz/didymo).
- 14. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within 3 months of April on the second anniversary of the commencement of this consent and then every subsequent fifth anniversary for the purpose of :
 - (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage; or
 - (b) ensuring the conditions of this consent are consistent with any National Environmental Standards.

Notes to Consent Holder

1.
The consent holder must pay an inspection and management fee to the Consent Authority. The fee is set by the Consent Authority under Section 36 of the Resource Management Act 1991 and the Local Government Act 2002.

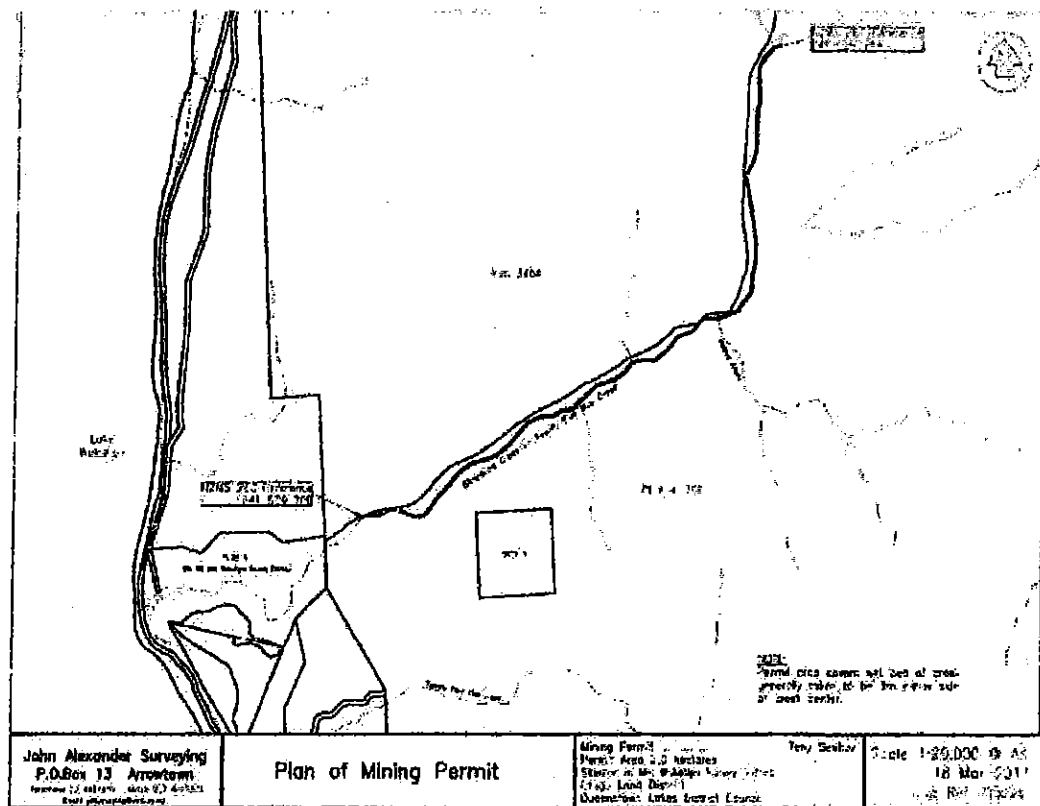
2.
If you require a replacement consent upon the expiry of this consent, any new application should be lodged at least 6 months prior to the expiry date of this consent. Applying at least 6 months before the expiry date may enable you to continue to exercise this consent until a decision is made, and any appeals are resolved, on the replacement application.

Issued at Dunedin this 22nd day of July 2011

Christopher P. Shaw
Manager Consents



Appendix 1



Our Reference: A348044

Consent No. RM11.102.06

DISCHARGE PERMIT

Pursuant to Section 104B of the Resource Management Act 1991, the Otago Regional Council grants consent to:

To discharge water and sediment to Twenty Five Mile Creek for the purpose of operating a suction dredge associated with alluvial gold mining

For a term expiring 14 June 2031

Location of consent activity: Twenty Five Mile Creek, Mt Creighton Station, 3.8 kilometres north east to 1.1 kilometres east Glenorchy-Queenstown Road, Glenorchy

Legal description of consent location: Pt Run 706 and Run 346A Mid Wakatipu SD

Map Reference: NZTM E1242792 N5010109
NZTM E1240891 N5008205

Conditions

Specific

1. This consent shall be exercised in conjunction with Land Use consent RM11.102.05 and Water Permit RM11.102.04.
2. The discharge of water containing suspended sediment and gravel shall not exceed 561 cubic metres per day.
3. This consent authorises the discharge of gravel and sediment resulting from suction dredge mining to be discharged into the Twenty Five Mile Creek.
4. No contaminants other than gravel and sediment shall be discharged into the creek.
5. The consent holder shall take all practicable steps to minimize the release of sediment into the water while carrying out suction dredge mining and using the excavator. There shall be no conspicuous change in the colour or visual clarity of the Twenty Five Mile Creek beyond 50 metres downstream of the point of discharge from the dredge. Should any discolouration occur beyond the 50 metre point all work shall cease until the water clarity returns to that above the area of suction dredge mining.

General

6. The consent holder shall ensure that the discharge does not give rise to any significant adverse effect on aquatic life.
7. The Consent Authority may, in accordance with Sections 128 and 129 of the resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within 3 months of April on the second anniversary of the commencement of this consent and then every subsequent fifth anniversary for the purpose of : (a) adjusting the consented volume of water discharged under condition 2; or (b) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is



appropriate to deal with at a later stage; or (c) ensuring the conditions of this consent are consistent with any National Environmental Standards.

Issued at Dunedin this 22nd day of July 2011

Christopher P. Shaw
Manager Consents

Appendix 16: Summaries of Unregistered Prospecting and Mining Permits (41858, 41926, 52858, 53396)

PERMIT SUMMARY

Page 1 of 1

PERMIT SUMMARY

- Permit Details

Number	Client Name	Commodity	Permit Type	Document	MP Year	Location	Offshore
41858	Duncan, Alister	Minerals	Mining Permit	A	1996	Otago	No

Status/Date	Granted	Commencement	Expiry	Royalty Regime	Minerals
Granted on 03-Feb-2005	03-Feb-2005	03-Feb-2005	02-Feb-2025	1996	Gold

Duration	Exclusive	Subsequent To	Operation Name
20 Yrs	Yes		Lower Moonlight

Area	Map Link	Allocation Method
20.440 Hectares		Priority In Time

- Clients

Who	Shares	Operator
Duncan, Alister	34.00000	Yes
Hattrill, Richard	34.00000	No
Kok, Robert	16.00000	No
Stuart, Neil	16.00000	No

Total 100.00%



- Summary of Changes

Number	Description	Received Date	Status	Granted Date
55157	Transfer	17-Jan-2013 09:01:00	Granted	10-May-2013
53588	Extension Of Land	02-May-2011 08:56:00	Granted	07-Sep-2011
52662	Transfer	29-Apr-2010 09:21:00	Granted	23-Jul-2010
500735	Permit Application	20-Aug-2004 07:30:00	Granted	03-Feb-2005

PERMIT SUMMARY

Page 1 of 1

PERMIT SUMMARY**Permit Details**

Number	Client Name	Commodity	Permit Type	Document	MP Year	Location	Offshore
41926	Gerber, Daniel	Minerals	Mining Permit		1996	Otago	No
Status/Date		Granted	Commencement	Expiry	Royalty Regime	Minerals	
Granted on 13-Jun-2006		13-Jun-2006	13-Jun-2006	12-Jun-2021	1996	Gold	
Duration		Exclusive	Subsequent To	Operation Name			
15 Yrs		Yes		Moke Creek			
Area		Map Link	Allocation Method				
8.260 Hectares			Priority In Time				

Clients

Who	Shares	Operator
Gerber, Daniel	100.00000	Yes
Total 100.00%		

Summary of Changes

Number	Description	Received Date	Status	Granted Date
500842	Permit Application	09-Mar-2006 07:30:00	Granted	13-Jun-2006

PERMIT SUMMARY

Page 1 of 1

PERMIT SUMMARY

- Permit Details

Number	Client Name	Commodity	Permit Type	Document	MP Year	Location	Offshore
52858	Moonlight Mining Limited	Minerals	Mining Permit	^	2008	Otago	No
	Status/Date	Granted	Commencement	Expiry	Royalty Regime	Minerals	
	Granted on 17-Jun-2011	17-Jun-2011	17-Jun-2011	16-Jun-2021	2008	Gold	
	Duration	Exclusive	Subsequent To	Operation Name			
	10 Yrs	Yes					
	Area	Map Link	Allocation Method				
	38,880 Hectares	2 ³	Priority In Time				

- Clients

Who	Shares	Operator
Moonlight Mining Limited	100.00000	Yes
	Total 100.00%	

- Summary of Changes

Number	Description	Received Date	Status	Granted Date
53697	Permit Application	12-Jul-2010 09:35:00	Granted	17-Jun-2011


- Work Programme

From Commencement Date	Or Activity Name	Qty	Units
	Current Production	400	Metres
	1(a) unless otherwise approved in writing by the Secretary, mining of gold by underground methods at the minimum rate of 400 cubic metres per year;		
24 Months	Commence Mining		
	1(b) the commencement of mining activities within 2 years of the commencement date of this permit; and		

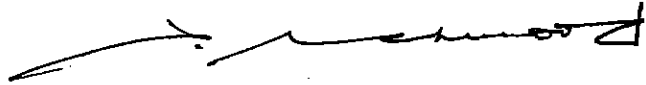
2/02/2014
2/02/2014
2/02/2014
2/02/2014

Execution Section

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

 John
SIGNED for and on behalf of the
Commissioner of Crown Lands
by Brian Usherwood pursuant to a
delegation under the Crown
Pastoral Land Act 1998 in the
presence of:

S. Robinson



BRIAN JOHN USHERWOOD

SHERYN DAUNE ROBINSON
Witness

SOLICITOR
Occupation

LINZ, WELLINGTON
Address

SIGNED for and on behalf of Mount Creighton Station Limited
by two of its directors.


Stephen B Fisher.
Name:


Name: Bill Shams