

# Tenure Review of The Grampians Pastoral Lease – Substantive Proposal



March 2021

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

**Date:** 12 NOVEMBER 2020

**Parties**

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**Holder:**

Grampians Station Limited  
C/- R K Simpson  
273 Racecourse Road  
RD 6  
Ashburton 776  
Email: simbob@xtra.co.nz

**Holder's Solicitor:**

Alistair Argyle  
Argyle Welsh Finnigan  
Level 2  
201-203 West Street  
PO Box 454  
Ashburton 7700  
Email: alister.argyle@awlegal.co.nz

**Commissioner of Crown Lands:**

C/- Karyn Lee  
Portfolio Manager  
Crown Property  
Land Information New Zealand  
Private Bag 4721  
Christchurch 8140  
tenurereview@linz.govt.nz

**The Land**

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**Lease:** The Grampians (Pt022)

**Legal Description:** Run 252 and Part Run 253 Blocks XIII, XIV, XV & XVI Burke Survey District, Blocks I, II, III, IV, V, VI, VII, X, XI, XIV & XV Mackenzie Survey District and Blocks II & III Dalzell Survey District.

**Area:** 16057.0000 hectares more or less

**Certificate of Title/Unique Identifier:** CB529/50

## **Summary of Designations**

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Under this Proposal, the Land is designated as follows:

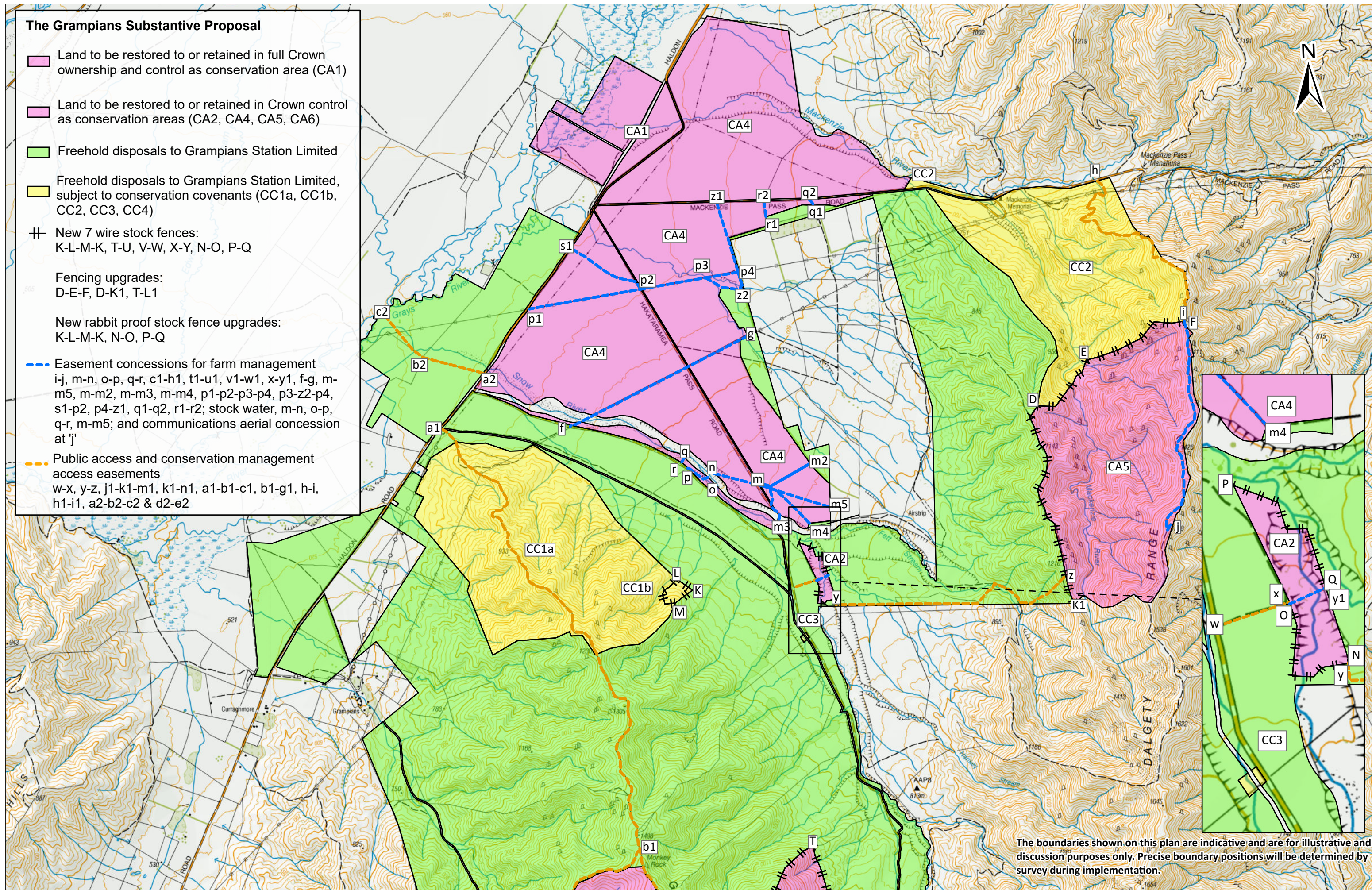
- (a) The Crown Land (shown shaded pink on the Plan) is to be restored to, or retained by, the Crown as set out in Schedule Two; and
- (b) The Freehold Land (shown shaded green and yellow on the Plan) is to be disposed by freehold disposal to the Holder as set out in Schedule Three.





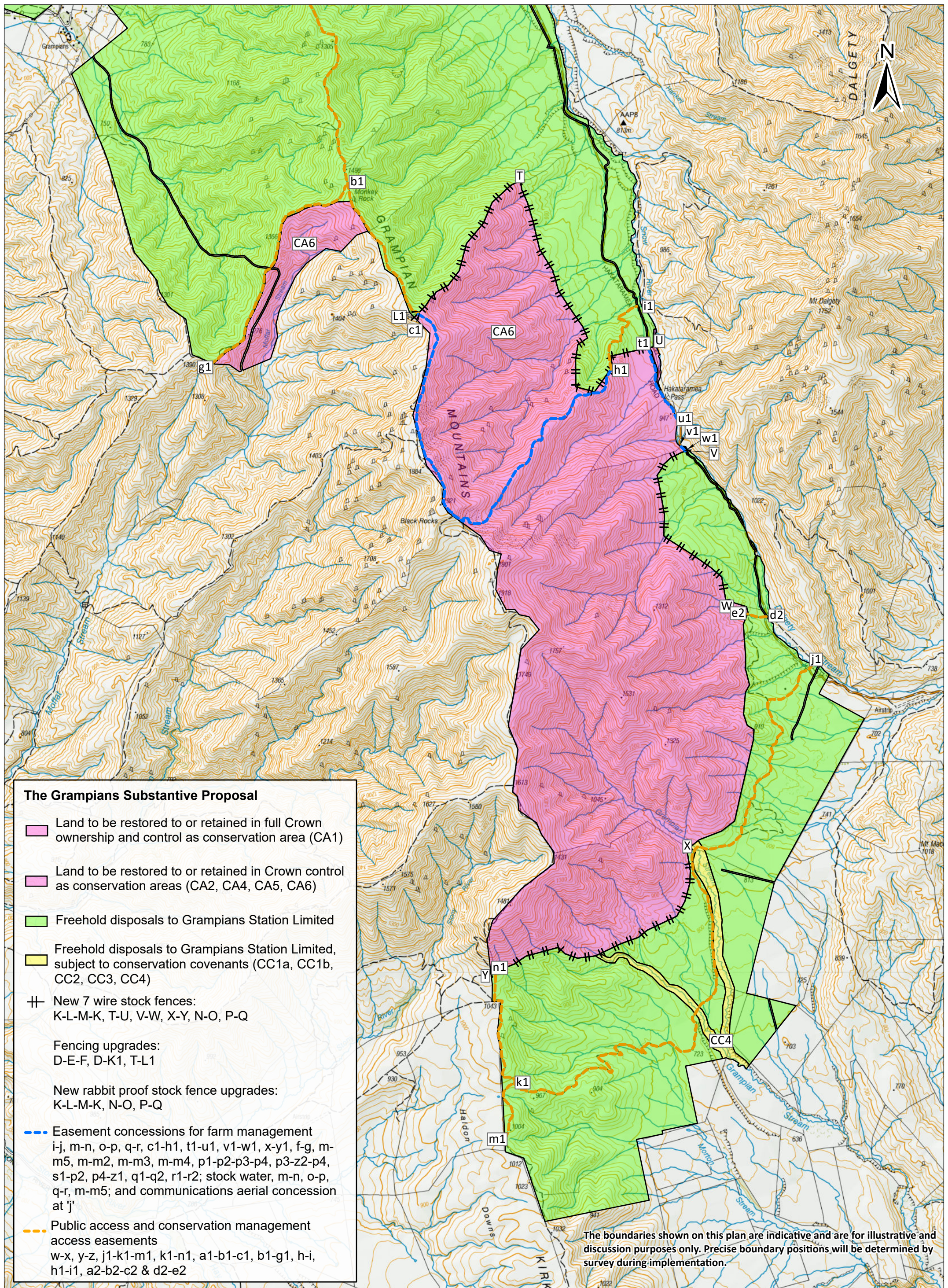
# The Grampians Substantive Proposal

- Land to be restored to or retained in full Crown ownership and control as conservation area (CA1)
- Land to be restored to or retained in Crown control as conservation areas (CA2, CA4, CA5, CA6)
- Freehold disposals to Grampians Station Limited
- Freehold disposals to Grampians Station Limited, subject to conservation covenants (CC1a, CC1b, CC2, CC3, CC4)
- New 7 wire stock fences: K-L-M-K, T-U, V-W, X-Y, N-O, P-Q
- Fencing upgrades: D-E-F, D-K1, T-L1
- New rabbit proof stock fence upgrades: K-L-M-K, N-O, P-Q
- Easement concessions for farm management i-j, m-n, o-p, q-r, c1-h1, t1-u1, v1-w1, x-y1, f-g, m-m5, m-m2, m-m3, m-m4, p1-p2-p3-p4, p3-z2-p4, s1-p2, p4-z1, q1-q2, r1-r2; stock water, m-n, o-p, q-r, m-m5; and communications aerial concession at 'j'
- Public access and conservation management access easements w-x, y-z, j1-k1-m1, k1-n1, a1-b1-c1, b1-g1, h-i, h1-i1, a2-b2-c2 & d2-e2



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







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**2 Conditions**

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

**3 Settlement**

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- 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.

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**4 Holder's Payment**

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- 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.

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**5 Commissioner's Payment**

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- 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.

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**6 Vesting of Crown Land**

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

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**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.

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**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.

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**9 Consents**

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

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

## **10 Continuation of Lease**

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- 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**

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- 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 new fencing:
- (a) Approximately along the line marked "New Fencing Line" on the Plan; and
  - (b) To the specifications in Appendix 3;
- ("the Fencing"). This will be at the Commissioner's cost unless specified in Appendix 3.
- 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**

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- 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.



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**13 Risk**

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- 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.

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**14 Survey**

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- 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.

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**15 Holder's Acknowledgements**

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- 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
  - (d) 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;
  - (e) 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
  - (f) 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.

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**16 No Representations or Warranties by the Commissioner**

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- 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.

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**17 Acceptance**

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- 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.

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**18 Solicitors Certificate**

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- 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.

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**19 Default**

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- 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.

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**20 Goods and Services Tax**

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- 20.1 Unless the context otherwise requires, words and phrases used in this clause have the same meaning as in the GST Act.
- 20.2 If the supplies evidenced by the Holder's Consideration and the Commissioner's Consideration are taxable supplies under the GST Act, then:
- (a) The Commissioner and the Holder warrant to each other that they are registered for GST purposes as at the Holder's acceptance of this Proposal and that they will be so registered on the Settlement Date;
  - (b) The Commissioner and the Holder confirm that as at the Settlement Date:
    - (i) each is acquiring the goods supplied with the intention of using the goods for making taxable supplies; and

- (ii) the Commissioner and any associated person in terms of section 2A(1)(c) of the GST Act do not intend to use the Crown Land and the Holder and any associated person in terms of section 2A(1)(c) of the GST Act do not intend to use the Freehold Land as a principal place of residence; and
  - (c) The Commissioner and the Holder agree that the supplies evidenced by the Holder's Consideration and the Commissioner's Consideration are to be zero-rated for GST purposes under section 11(1)(mb) of the GST Act.
- 20.3 If any of the circumstances set out in clause 20.2 change between the date of the Holder's acceptance of this Proposal and the Settlement Date, then the relevant party will notify the other of the changed circumstances as soon as practicable and in any event not later than 2 working days before the Settlement Date and such party shall warrant that the changed circumstances are correct as at the Settlement Date. If the GST treatment of the supplies evidenced by the Holder's Consideration and the Commissioner's Consideration changes as a result of the changed circumstances and a party has already provided the other with a GST invoice, then that party will issue a debit note or credit note, as the case may be, for GST purposes.
- 20.4 On the 10<sup>th</sup> 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 10<sup>th</sup> 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**

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- 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**

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- 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.

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**23 No nomination or assignment**

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- 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.

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**24 Recreation Permit**

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- 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.

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**25 Consents for Activities**

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- 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.

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**26 General**

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- 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 (including any schedules or other documents) may be executed and delivered in any number of counterparts (including scanned and emailed PDF counterparts), each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same document. A signed copy of this Proposal and the Notice transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy.
- 26.6 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.
- 26.7 The illegality, invalidity or unenforceability of any provision in this Proposal will not affect the legality, validity or enforceability of any other provision.
- 26.8 In relation to notices and other communications under this Proposal:
- (a) Each notice or other communication is to be in writing, and sent by personal delivery, email or by post to the addressee at the 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 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
- (ii) In the case of a letter, on the fifth working day after mailing (postage paid); and
- (iii) In the case of an email, if the addressee has designated an information system for receiving emails, at the time the email first enters that information system, or in other situations, when the email comes to the attention of the addressee.

## **27 Interpretation**

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### **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 15<sup>th</sup> 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**

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### **1 Details of Designation**

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- 1.1 Under this Proposal the land shaded pink on the Plan and labelled CA1, being 227 hectares (approximately) is designated as land to be restored to or retained in full Crown ownership and control as conservation area.

### **2 Schedule One Improvements**

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Nil

## **Schedule Two: Provisions relating to the Schedule Two Land**

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### **1 Details of designation**

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- 1.1 Under this Proposal the land shaded pink on the Plan, being 6081 hectares (approximately) and labelled CA2, CA4, CA5 and CA6 is designated as land to be restored to or retained in Crown control as conservation area subject to:
- (a) the granting of the concession easements shown with dashed blue lines and labelled i-j, m-n, o-p, q-r, c1-h1, t1-u1, v1-w1, x-y1, f-g, m-m5, m-m2, m-m3, m-m4, p1-p2-p3-p4, p3-z2-p4, s1-p2, p4-z1, q1-q2, r1-r2, on the Plan and substantially as set out in Appendix 4
  - (b) The granting of the aerial concession labelled j on the Plan and substantially as set out in Appendix 5.
  - (c) The continuation in force of an easement for the right to convey telecommunications and computer media over Run 252 and Part Run 253 in favour of Meridian Energy Limited registered as deed of easement 11649016.2 as set out in Appendix 8.

### **2 Information Concerning Proposed Concession as set out in Appendix 4**

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#### **Easement Concession – Farm Management and Water Supply Purposes**

##### **2.1 Description of the proposed activity:**

An easement concession for the concessionaire (including the concessionaire's servants, employees, agents workmen, contractors, licensees and invitees) to at all times by day and by night to go pass and repass for farm management purposes only on foot and with motor vehicles and with or without horses, machinery and implements of any kind, farm dogs and guns over and along, and the right to convey water and for that purpose also to install, maintain and repair water supply pipelines.

##### **2.2 Description of area where proposed activity is to be carried out and proposed status:**

- (a) The easement routes for farm management purposes follow existing formed farm tracks are labelled i-j, m-n, o-p, q-r, c1-h1, t1-u1, v1-w1, x-y1, f-g, m-m5, m-m2, m-m3, m-m4, p1-p2-p3-p4, p3-z2-p4, s1-p2, p4-z1, q1-q2 and r1-r2 on the Plan.
- (b) The easement routes for the right to convey water and for that purpose also install, maintain and repair water supply pipelines are labelled m-n, o-p, q-r, and m-m5 on the Plan.

##### **2.3 Description of potential affects of proposed activity and any actions proposed to avoid, mitigate or remedy any adverse affect:**

- (a) The easement concession for farm management purposes is over existing access tracks used in the management of the property. Access will be confined to the line of the existing access tracks where this activity has always taken place so effects will generally be limited and confined to the width of the easement which is 20 metres. Any effects will be mitigated by the terms of the concession.
- (b) The easement concession for the right to convey water is over existing water pipelines and make provision to install, maintain, and repair the water supply pipelines and where this activity has always taken place so effects will generally be limited and

confined to the width of the easement which is 5 metres. Any effects will be mitigated by the terms of the concession.

2.4 Details of the proposed type of concession:

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

2.5 Proposed duration of concession and reason for proposed duration:

- (a) The proposed duration for the concession of right of way over areas c1-h1, t1-u1, v1-w1, x-y1, f-g, m-m2, m-m3, m-m4, p1-p2-p3-p4, p3-z2-p4, s1-p2, p4-z1, q1-q2 and r1-r2, is granted in perpetuity.

The proposed concessionaire currently uses the formed tracks over which the easement is proposed and will need to continue to do this for farm management purposes.

- (b) The proposed duration for the concession of right of way and right to convey water over areas m-n, o-p, q-r, and m-m5 is granted for 60 years.

The proposed concessionaire currently uses existing water supply pipelines over which the easement is proposed and will need to continue to do this for farm management purposes.

- (c) The proposed duration for the concession of right of way over easement area i-j is granted for a term of 30 years with one right of renewal for a further 30 year term.

The proposed concessionaire currently uses the formed track over which the easement is proposed and will need to continue to do this for farm management purposes to access communication and aerial facilities.

2.6 Relevant information:

- (a) Proposed Concessionaire – Grampians Station Limited

- (b) Relevant information – The proposed concessionaire currently uses the formed tracks and the existing water supply pipelines over which the easements are proposed. No negative effects associated with the current use of the tracks and water supply pipelines have been noted. It is expected that the concessionaire will honour the terms and conditions of the concession and will have a positive working relationship with the Department of Conservation staff.

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**3 Information Concerning Proposed Concession as set out in Appendix 5**

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**Easement Concession – Communications and Aerial Purposes**

3.1 Description of the proposed activity:

An easement concession for the concessionaire to establish, operate, maintain and repair a communications facility for the provision of communication services.

3.2 Description of area where proposed activity is to be carried out and proposed status:

The easement is over the existing communications and aerial facilities located on the land labelled j.

3.2 Description of potential affects of proposed activity and any actions proposed to avoid, mitigate or remedy any adverse affect:

The easement concession for communication and aerial purposes is over an existing aerial and communications facilities which have been used in the management of the property, and where this activity has always taken place so effects will generally be limited and confined to the easement area. Access to the site is along an existing track i-j, which is subject to an easement concession for farm management purposes. Any effects will be mitigated by the terms of the concession.

3.3 Details of the proposed type of concession:

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

3.4 Proposed duration of concession and reason for proposed duration:

The proposed concession of over area j is granted for a term of 30 years with one right of renewal for a further 30 year term.

The proposed concessionaire currently uses the aerial and communication facilities as part of the operation of the farming operation.

3.5 Relevant information:

- (a) Proposed concessionaire – Grampians Station Limited.
- (b) Relevant Information – The proposed concessionaire currently uses the aerial and communications facilities which the easements is proposed. No negative effects associated with the current use of the facilities have been noted. It is expected that the concessionaire will honour the terms and conditions of the concession and will have a positive working relationship with the Department staff.

## **Schedule Three: Provisions relating to the Schedule Three Land**

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### **1 Details of designation**

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- 1.1 Under this Proposal the land shaded green and yellow on the Plan, being 9749 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 easement marked with dashed orange lines and labelled h-i, w-x, y-z, j1-k1-m1, k1-n1, a1-b1-c1, b1-g1, h1-i1, a2-b2-c2, d2-e2 on the Plan and substantially as set out in Appendix 6;
  - (d) The conservation covenants for the purpose of preserving the natural environment, shaded yellow and labelled CC1a, CC1b, CC2, CC3, and CC4 on the Plan and substantially as set out in Appendix 7.
  - (e) The continuation in force of an easement for the right to convey telecommunications and computer media over Run 252 and Part Run 253 in favour of Meridian Energy Limited registered as deed of easement 11649016.2 as set out in Appendix 8.

### **2 Existing consents**

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- 2.1 The following rights with Environment Canterbury will continue to be held by the consent holders indicated after the completion of the tenure review:
- (a) An existing consent held by the Mackenzie District Council to construct and reconstruct groynes on the bed of the Mackenzie River, and to disturb the bed, for the purpose of bridge abutment and flood protection. ECAN consent CRC980702.
  - (b) An existing consent held by the Mackenzie District Council to construct and reconstruct groynes and reconstruct and extend stopbanks on the bed of the Snow River, and to disturb the bed of the river, for the purpose of bridge abutment and flood protection. ECAN consent CRC980706.
  - (c) An existing consent held by Transpower New Zealand Limited to replace and maintain transmission towers in various locations. ECAN consent CRC110792.



#### **Schedule Four: Conditions**

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Nil

## Appendix 1: Consents – Example of Mortgagee Consent

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[ ] 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

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[ ], 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:

<b>SIGNED</b> for and on behalf of	)	_____
[ ]	)	
in the presence of:	)	

Witness Signature: \_\_\_\_\_

Witness Name:

Occupation:

Address:

## Appendix 2: Example of Solicitors Certificate

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### 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

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- Type: (a) Seven wire sheep/cattle fence  
(b) Sheep/cattle fence upgrade  
(c) Rabbit proof fence upgrade

NOTE: Please note that 'wpt' numbers refer to waypoints in the Pre-Implementation Report.

#### Specifications for (a) Seven wire sheep/cattle fence:

---

##### Length and location:

K-L-M-K	1234 m
T-U	4961 m
V-W	2948 m
X-Y	4171 m
N-O & P-Q	1405 m

**Total Length:** approximately 14.719 km

**Type:** Standard 7 wire sheep/cattle fences

##### General Specifications:

- Fence to be constructed of five x 2.5mm high tensile wires with a Bottom 4.00mm (No8) wire and a top barb wire
- Barb wire to be 2.4mm 2 strand reverse twist, 150mm barb spacing. (not high tensile)
- Barb secured firmly to y-posts with 3.15mm wire
- 1.5m y-posts at 3m max spacing. Min steel weight 2.0kg/m
- 6 X steel y-posts per 20m
- 1.8m x 125mm treated timber posts on all high points. 21m max spacing.
- 2.1m x 200mm treated timber strainer post for all end of strains and intermediate corners and gateways
- 2.4m x 125mm treated timber stay posts on all strainers
- All strainers to be either footed or tied down.
- Permanent style wire strainers used on all strains
- Max strain length 400m for 2.5mm high tensile wire and 250m for all 3.5mm and 4.00mm wires
- 4.00mm wire for all tie downs and footings
- 50 x 4mm pointed barbed staples to be driven well in but to allow wires to run through.
- Bottom fence wire to remain 100 – 150mm clear of ground. Manual ground clearance will be required in places.
- Tie backs permitted on both sides of fence. Tie backs to have a minimum of 2 anchor points
- Heavy duty T-irons, min length 1.65m allowed in lieu of intermediate posts and corners in rocky terrain.
- Netting Flood gates across waterways and minor water courses constructed to operate independent to fence, secured to anchor points either side of high water line and attached to 2x twisted 4.00mm wires. Netting to swing freely from fence.
- All Gates to be heavy duty steel 4.2m gates, swung to open fully and close firmly against opposite strainer post and secured with a full 'Wrap around' style hook and chain.

### ***Further details:***

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#### **Flood gates:**

There are several locations which will require the construction of major flood gates due to the size of the river crossing and the amount of water, gravel and debris flow at times of the year. These areas include both ends of CA2, a tributary of Grampians stream on fence line X-Y and some smaller streams along the fence lines of V-W, T-U and D-E.

All flood gates are to be constructed and are to operate independent of the fence.

To form a Rabbit proof boundary, it will then be necessary to clip rabbit netting to the suspended netting.

The flood gate can be weighted down as required with timber posts along the bottom, to form a rabbit proof boundary as much as possible, ensuring the netting remains clear of water running at a mean level.

It is anticipated these flood gates will require ongoing checking and maintenance as necessary. This can be helped to an extent by forming an appropriate fence line during construction with the aid of minor earth works.

The construction of these flood gates is to ensure that damage to the fence lines is mitigated, when a major flood event occurs.

Construction of flood gates on other fence lines can be of similar build, although the use of treated timber posts in lieu of railway irons is acceptable.

#### **Cattle stops:**

Cattle stops are required where the boundaries of CA6 cross the Hakataramea Pass Rd, near points U and V in the vicinity of Hakataramea Pass. It is recommended these be pre-cast Kiwi Cattlestops or equivalent, with 2 X 3.5 metre units creating a cattle stop width of 7 metres. A 4.2 metre heavy duty steel gate is to be erected next to each cattle stop for stock and larger vehicle access.

#### **Access to fencelines:**

Vehicle access is available to points along all fence lines and fully alongside many of them. The use of a helicopter to lay gear along some of the fence lines, particularly X-Y, V-W, and T-U would be advantageous.

#### **Fenceline T-U:**

- Fence specs as for standard fence except fence wires 2 & 3 from the bottom will be 3.5mm instead of the standard 2.5mm high tensile.
- Cattle stop on road at wpt 207
- 4.2m heavy duty steel gate on top side of road beside cattle stop
- Approx. 3.0m of 4 rail 150mm x 40mm timber fence section between cattle stop and steel stock gate
- 2.1m x 200mm treated timber posts on ends of timber sections with 1.8m x 125mm treated timber post for intermediate posts at 1.5m max spacings
- All timber rails screwed on with 100 x 4mm perlin screws



- Existing fence section between wpts 204-206 requires broken wires to be re strained and wires stapled to posts.
- Gate across track at wpt 210
- Major flood gate between wpts 217-218 and 222 across creeks
- 4.2m heavy duty steel Gate in fence end at wpt 228
- Line clearance will consist of vegetation removal, scrub, small brush, by mechanical means-Mulcher.
- Creek crossings will require minor earthworks to form a suitable crossing point and establish a platform for a stock proof flood gate
- Flood gates as described previously in standard fence specs.
- Minor earthworks required at Hakataramea Road cattle stop area to form adequate accessway to stock gateway.

Caution: Fibre communication cable runs alongside Haka Pass Road. Work in this area will require the location of this cable prior to work commencing.

#### **Fenceline V-W:**

- Fence spec same as for T-U with 2 lower wires to be 3.5mm.
- 4.2m heavy duty steel gate at wpt 96
- Flood gate between wpts 102-103 and 106-107. Flood gate requirements same as previous specs
- Cattle Stop across road at wpt 112, with 4.2m heavy duty stock gate
- Short section of timber fence between cattle stop and existing boundary fence. Same as previous specs.
- Minor earthworks in cattle stop area to allow access through stock gate for large vehicles.

Caution: Fibre communication cable runs alongside Haka Pass Road. Work in this area will require the location of this cable prior to work commencing.

#### **Fenceline X-Y:**

- Same as specs for T-U and V-W with the inclusion of 3.5mm wires in the bottom no's 2 and 3 wires. Otherwise standard spec.
- Creek crossings at wpts 12 and 14 will require flood gates constructed independent to fence.
- 4.2m heavy duty steel gates at wpts 14, 17, 22(X)
- Some minor wet areas will require additional posts at 12m spacings
- Would benefit from line clearance of vegetation by mulching.
- Minor earthworks/line clearance at creek crossings.

#### **Fenceline K-L-M-K:**

- Standard fence spec with the addition of rabbit netting
- Rocky and steep in places.
- Will need vegetation and rock clearance by hand in areas
- 4.2m heavy duty steel gate at "K" wpt 144.
- Vehicle access to lower sections of fence line only

#### **Fenceline N-O and P-Q:**

- Standard fence spec
- Rabbit netting on outside of fence
- Line skimming for minor earthworks, i.e. bumps, holes, creek crossings x 2 and Vegetation clearance of fence lines
- 2 x major flood gates across river at wpts 43-44 and 51-52. Erected independent to fence.
- 4.2m heavy duty steel gates at wpt 41 and on track at wpt 50.

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**Specifications for (b) Sheep/cattle fence upgrade:**

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Length and location:	D-E-F	2774 m
	D-K1	3200 m
	T-L1	2690 m

**Specifications****D-E-F:**

This Fence is a 6 wire, flat standard fence with all 3.55mm wires. It would be unnecessary to upgrade to the standard 7 wire boundary fence. Only minor repairs are needed to make this fence suitable as a stock proof boundary fence.

- From "D" to wpt 83-84, flat standards need to be pulled upright and wires restrained.
- From wpt 85-86, broken wires joined and strained, and occasional tie down replaced.
- Standards pulled upright.
- From "E"-"F" occasional broken wire needs to be rejoined and restrained. Small section of snow damage (approx. 50m) needs to be repaired. Staples in posts need replacing or existing ones hit further in to allow wires to run through.

**D-K1:**

This Fence is a 6 wire, flat standard fence with all 3.55mm wires.

Fence in reasonably good condition. It would not be unnecessary to upgrade to the standard 7 wire boundary fence. Only minor repairs are needed to make this fence suitable as a stock proof boundary fence.

- Some tie downs need to be replaced
- Staples to be replaced where missing, or driven well in.
- Occasional broken wire needs to be rejoined and restrained.

**T-L1:**

This fence is a 7 wire wooden post and baton fence with 4.00mm wires. Fence is in reasonably good condition with mostly minor repairs needed.

- Staples to be replaced where missing, or driven well in.
- Occasional broken wire needs to be rejoined and restrained.
- A section of fence that has been snow damaged approximately 50m long needs repair. This section is approximately 200m down from point L1.

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**Specifications for (c) Rabbit proof fencing upgrade:**

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Length and location:	K-L-M-K	1234 m	(at expense of Department of Conservation)
	N-O and P-Q	1405 m	

**Total Length:** approximately 2.639 km

**Type:** Upgrade of new or existing fencing to rabbit proof specification.

**Specifications:**

The following additional specifications will apply:

- Rabbit netting to be added to the face of the fence or the uphill side.
- 1066mm high x 46mm, Galvanised with a wire gauge of not less than 1.4mm.
- Top of netting to be clipped to the top plain wire (i.e. 2nd top fence wire)
- Netting clipped to fence at 30cm max spacing top and bottom and at least 4 clips on the intermediate wires, making a min of 10 clips per m of netting.
- The 'flap' of netting on the ground to be secured with rocks or buried.
- Netting to be secured either side of posts or y-posts
- It would be beneficial for the fence lines which require the installation of rabbit netting to be 'skimmed' of vegetation and minor undulations, bumps, holes, etc. prior to the construction of the fence. This would allow for a better platform enabling a more secure and longer term rabbit proofing.

**Earthworks and vegetation clearance**

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Lines must be cleared manually as required, except that a mulcher may be used where necessary.

Some sections of the hill fence lines will require clearance of vegetation and minor benching by hand, due to steep terrain, and the establishment of creek crossings may require some minor earthworks. However, there is no expectation or requirement for major earthworks or major benching of lines.

Mechanical line skimming would aid the construction of fence lines where rabbit netting is to being installed.

If in the course of fencing work it is considered that a specific section of line should be cleared using machinery except as outlined above, or would require earthworks significant enough to require a consent, then such 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

Should any earthworks or vegetation clearance require a consent under the Resource Management Act 1991 from ECAN and/or the Mackenzie or Waimate District Councils then this must be obtained before work commences.

#### **Appendix 4: Form of Concession Easements to be Created**

---

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

DATED \_\_\_\_\_

Between

MINISTER OF CONSERVATION  
("the Grantor")

and

GRAMPIANS STATION LIMITED  
("the Concessionaire")

EASEMENT CONCESSION  
UNDER CROWN PASTORAL LAND ACT 1998



Department of Conservation  
*Te Papa Atawhai*

THIS DOCUMENT is made this            day of            20

**PARTIES:**

1.        **MINISTER OF CONSERVATION** ("the Grantor")
2.        **GRAMPIANS 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.

“**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, and a fence.

“**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 section 66 of the Crown Pastoral Land Act 1998 the Grantor **GRANTS** to the Concessionaire an **EASEMENT APPURTENANT** to the Dominant Land under either section 17Q(1) of the Conservation Act 1987 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.

## **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 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, 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, 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
  - (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 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.
- 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 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.
- 14.3 If the parties do not agree on a mediator, the President of the New Zealand Law Society 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 New Zealand Law Society 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, by facsimile or by email addressed to the receiving party at the address or facsimile number 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:**

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

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Witness:  
Occupation:  
Address:

**Signed by:**

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**Grampians Station Limited**  
as Concessionaire  
in the presence of:

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Witness :  
Occupation :  
Address :

## SCHEDULE 1

1. **Servient Land:** The land designated as Conservation Area labelled CA2, CA4, CA5 and CA6 and shaded pink in the plan attached to the Proposal. *(see definition of Servient Land in clause 1.1)*
2. **Dominant Land:** The land designated for freehold disposal and shaded green and yellow in the plan attached to the Proposal. *(see definition of Dominant Land in clause 1.1)*
3. **Easement Area:** That part of the Servient Land labelled “i-j”, “m-n”, “o-p”, “q-r”, “c1-h1”, “t1-u1”, “v1-w1”, “x-y1”, “f-g”, “m-m5”, “m-m2”, “m-m3”, “m-m4”, “p1-p2-p3-p4”, “p3-z2-p4”, “s1-p2”, “p4-z1”, “q1-q2” and “r1-r2” shown as a blue line on the plan attached to the Proposal and in respects of “i-j”, “c1-h1”, “t1-u1”, “v1-w1” and “x-y1” “f-g”, “m-m2”, “m-m3”, “m-m4”, “p1-p2-p3-p4”, “s1-p2”, “p4-z1”, “q1-q2”, “r1-r2” and “p3-z2-p4” having a width of 20 metres and in respects of “m-n”, “o-p”, “q-r” and “m-m5” having a width of 5 metres.  
*(see definition of Easement Area in clause 1.1)*
4. **Concession Activity:** The Concessionaire has the right to from time to time and at all times for the Concessionaires, their servants, employees, agents workmen, contractors, licensees and invitees (in common with the Grantor and any other person lawfully entitled so to do) to at all times by day and by night to go pass and repass for farm management purposes only on foot and with motor vehicles and with or without horses, machinery and implements of any kind, farm dogs and guns over and along;
  - easement area “i-j”, “m-n”, “o-p”, “q-r”, “c1-h1”, “t1-u1”, “v1-w1”, “x-y1”, “f-g”, “m-m5”, “m-m2”, “m-m3”, “m-m4”, “p1-p2-p3-p4”, “p3-z2-p4”, “s1-p2”, “p4-z1”, “q1-q2” and “r1-r2”
  - in respect of easement area “m-n”, “o-p”, “q-r” and “m-m5” the right to convey water and for that purpose also install, maintain and repair water supply pipelines.*(see definition of Concession Activity in clause 1.1.)*
5. **Term:**  
**Easement Areas “c1-h1”, “t1-u1”, “v1-w1”, “x-y1”, “f-g”, “m-m2”, “m-m3”, “m-m4”, “p1-p2-p3-p4”, “p3-z2-p4”, “s1-p2”, “p4-z1”, “q1-q2” and “r1-r2” – right of way.**  
The concession is granted in perpetuity commencing on the date that an approved plan is registered vesting the Land in the Crown as a conservation area pursuant to section 65 of the Crown Pastoral Land Act 1998.  
  
**Easement Areas “m-n”, “o-p”, “q-r” and “m-m5” – right to convey water and right of way.**  
The concession is granted for a term of sixty (60) years commencing on the date that an approved plan is registered vesting the Land in the Crown as a conservation area pursuant to section 65 of the Crown Pastoral Land Act 1998 and expiring on the sixtieth (60<sup>th</sup>) anniversary of that date.  
  
**Easement Area “i-j” – right of way.**  
The concession is granted for a term of thirty (30) years commencing on the date an approved plan is registered vesting the Land in the Crown as a conservation area pursuant to section 65 of the Crown Pastoral Land Act 1998 and expiring on the thirtieth (30<sup>th</sup>) anniversary of that date, with one right of renewal for a further thirty (30) year term. The renewal is to be on the same terms and conditions expressed or implied in this Document excluding a right of renewal provided the Concessionaire:
  - (a) observes the terms and conditions contained in this Document; and
  - (b) has given to the Grantor written notice of the Concessionaire’s intention to renew this Document at least 3 months before the end of the Term which notice is irrevocable.*(see clause 3.1)*

6. **Compensation: \$ Nil**  
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.  
(payable on date of execution of this Document) *(see clause 4.1)*
7. **Public Liability General Indemnity Cover:** *(see clause 12.3)*  
for \$1,000,000
8. **Public Liability Forest & Rural Fire Act Extension:** *(see clause 12.3)*  
for \$1,000,000
9. **Statutory Liability Insurance** *(see clause 12.3)*  
for \$Nil
10. **Other Types of Insurance:** *(see clauses 12.3)*  
for \$ Nil
11. **Address for Notices (including facsimile number):** *(see clause 15)*
- (a) Grantor
- Department of Conservation  
Level 1  
John Wickliffe House  
265 Princes Street  
DUNEDIN 9058  
PH: (03) 477 0677  
Email: [permissionsdunedin@doc.govt.nz](mailto:permissionsdunedin@doc.govt.nz)
- (b) Concessionaire
- The Grampians Station Ltd  
C/- Argyle Welsh Finnigan  
PO Box 454  
Ashburton 7740  
Alister.Argyle@awlegal.co.nz  
PH: (03) 308 8228  
FAX: (03) 308 8656
- Farm Manager:  
PH: (03) 680 6618  
Cell: 027 970 0166  
Email: [grampiansstationltd@gmail.com](mailto:grampiansstationltd@gmail.com)

## SCHEDULE 2

### *Special Conditions*

1. **THE** rights granted under this deed are non-exclusive and are exercisable in common with the Grantor and any other person granted similar rights by the Grantor, whether now or in the future, and without limitation the Grantor may grant the following persons access rights over the Easement Area:
  - i. Members of the public;
  - ii Any lessee or licensee of the Grantors land
2. **THAT** in exercising the right liberty and privilege under this Concession the Concessionaire shall take all reasonable care to avoid damage to the soil and vegetation of the land and in particular will avoid using the Easement Area when conditions render the land over which the easement is granted particularly vulnerable to damage.
3. **THE** cost and responsibility of any maintenance of the Easement Area shall be borne by the Concessionaire and any other person or person(s) to whom the Grantor has granted similar rights in respect of the Easement Area, according to each persons use of the Easement Area PROVIDED THAT if any repair or maintenance is rendered necessary by the act, neglect, or default of any user or its servants, agents, contractors, workmen, licensees or invitees, then that user shall promptly carry such repair and maintenance and bear the cost of the work PROVIDED THAT the Grantor shall not be required to contribute to the cost of any maintenance in respect to the Easement Area PROVIDED further that any routine maintenance undertaken by the Concessionaire within the existing alignment does not require the prior consent in writing of the Grantor HOWEVER maintenance outside of the existing alignment undertaken by the Concessionaire requires the prior consent in writing of the Grantor.
4. **THAT** the Concessionaire shall ensure that no action by them or on their behalf has the effect of preventing the Easement Area over which the easement is granted being kept clear at all times of obstructions whether caused by parked vehicles, deposit of materials, or any other unreasonable impediment to the use and enjoyment of the said land.

## **Appendix 5: Form of Aerial Concession to be Created**

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Concession Number: \_\_\_\_\_

DATED \_\_\_\_\_

**Between**

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

**and**

**GRAMPIANS STATION LIMITED**  
**("the Concessionaire")**

**CONCESSION DOCUMENT**  
**UNDER CROWN PASTORAL LAND ACT 1998**  
**(Communications Aerial Licence)**



Department of Conservation  
*Te Papa Atawhai*

This Document is made this                      day of                      20

## **PARTIES**

1.        **MINISTER OF CONSERVATION** ("the Grantor")
  
2.        **GRAMPIAMS STATION LIMITED**  
            ("the Concessionaire")

## **BACKGROUND**

- A. The Grantor manages the Land described in Schedule 1 as a Conservation Area .
  
- B. Section 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.
  
- C. The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Document.

## **OPERATIVE PARTS**

### **TERMS AND CONDITIONS**

#### **1.0        DEFINITIONS AND INTERPRETATION**

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

"Activity" has the same meaning as "Activity" in section 2 of the Conservation Act 1987.

"Access" means the right, in common with others, to pass and repass over the Land and any roads of the Grantor for ingress to and egress from the Site as is reasonably necessary for the Concessionaire to exercise its rights under this Licence. Access includes helicopter access to the Site if specified in Schedule 2

"Background" means the matters referred to under the heading 'Background' on p1 of this Document.

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

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

"Concession Fee" means the amount specified in Item 6 of Schedule 1 and charged by the Grantor for the Concessionaire's right to carry out the Concession Activity on the Site. It includes any variation in that amount following a Concession Fee Review.

"Concession Fee Payment Date" means the date specified in Item 8 of Schedule 1 on which each instalment of the Concession Fee falls due for payment.

"Concession Fee Review" means a review of the Concession Fee determined in accordance with clause 7 of this Document.

**"Concession Fee Review Date"** means the date specified in Item 7 of Schedule 1 on which the Concession Fee Review occurs being at 3 year intervals calculated from the date of commencement of this Document.

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

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

**"Co-Site"** means the use of the Site or the Concessionaire's structures or facilities on the Site by a third party for an Activity and **"Co-Sitee"** and **"Co-Siting"** have corresponding meanings.

**"Department"** means the Department of Conservation established by section 5 of the Conservation Act 1987.

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

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

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

**"Land"** means a Conservation Area, a Park, or a Reserve, whichever is relevant in the context of this Document, being the area more particularly described in Item 1 of Schedule 1; and includes, where relevant, the Site.

**"Licence"** has the same meaning as "Licence" in section 2 of the Conservation Act 1987 and for purposes of this Document is the Licence granted under this Document by the Grantor to the Concessionaire under section 17Q of the Conservation Act 1987.

**"Penalty Interest Rate"** means the rate specified in Item 9 of Schedule 1.

**"Site"** means, where relevant, part of the Land the details of which are more particularly described in Item 2 of Schedule 1.

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

**"Working Days"** means days on which the registered banks are open for general banking business in Wellington.

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 and includes that party's successors in title;
- (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) a reference to a person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, or an agency of State or of the Crown (in each case whether or not having separate legal personality);
- (f) words in a singular number include the plural and vice versa;

- (g) words importing a gender include all other genders;
- (h) 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;
- (i) where the Grantor's consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

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

## **2.0 GRANT OF LICENCE**

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

## **3.0 TERM**

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

3.2 Subject to clause 3.3 the Grantor, at the Concessionaire's cost, will renew the Term for a further period specified in Item 4 of Schedule 1.

3.3 The renewal is to be on the same terms and conditions expressed or implied in this Document excluding a right of renewal provided the Concessionaire:

- (a) observes the terms and conditions contained in this Document; and
- (b) has given to the Grantor written notice of the Concessionaire's intention to renew this Document at least 3 months before the end of the Term which notice is to be irrevocable.

3.4 The Term and all renewals if any end on the Final Expiry Date specified in Item 5 of Schedule 1.

## **4.0 SURRENDER OF DOCUMENT**

4.1 If the Concessionaire wishes to terminate this Document before the expiry of the Term the Concessionaire must give the Grantor 3 months' notice in writing.

4.2 The Grantor must accept the Concessionaire's notice of termination but in doing so may impose whatever terms and conditions the Grantor considers appropriate, including the matters referred to in clause 6.2.

## **5.0 CONCESSION FEE**

5.1 The Concessionaire must pay to the Grantor in advance and in the manner directed by the Grantor the Concession Fee plus GST on the Concession Fee Payment Dates specified in Items 6 and 8 of Schedule 1.

5.2 If the Concessionaire defaults in payment of the Concession Fee for 14 days after a Concession Fee Payment Date the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 9 of Schedule 1.

## **6.0 OTHER CHARGES**

- 6.1 In addition to the Concession Fee the Concessionaire must pay the following charges ("Other Charges") on demand and in the manner directed by the Grantor:
- (a) all rates, levies, taxes, duties, assessments, charges and other outgoings which may be charged, levied or reasonably assessed or which may become payable by virtue of the Concessionaire's use of the Site or the carrying on of the Concession Activity;
  - (b) all costs in relation to the supply of water, sewage, drainage and rubbish disposal which are not otherwise included in any charges or assessments made by any authority or by the Grantor;
  - (c) all costs incurred by the Grantor in providing an annual building warrant of fitness to any territorial authority, including any costs paid to an independent qualified person for any report establishing or re-establishing compliance with a compliance schedule. If any work is required to any structure or facility of the Grantor's on the Site in order to obtain a new building warrant of fitness, the Grantor is to pay the cost of that work subject to the Concessionaire's obligations under clause 10.
- 6.2 If the Concessionaire surrenders this Document with the consent of the Grantor, the Concessionaire will continue to be liable for and must pay to the Grantor on demand in respect of its use of the Site and its conduct of the Concession Activity all Other Charges which may be due for the current payment period even though that this period may not expire until after the date of surrender.
- 6.3 The Concessionaire must pay all charges for electric power, water supply, geothermal energy, telephone rental and other utilities supplied to the Site. The Grantor will not be liable for any cost incurred in re-establishing the supply of any of these utilities in the event of any of them becoming unavailable for any reason.

## **7.0 CONCESSION FEE REVIEW**

- 7.1 The Grantor will review the Concession Fee on the Concession Fee Review Dates in the following manner:
- (a) the Grantor will commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving written notice to the Concessionaire.
  - (b) subject to clause 7.1(e), the notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.
  - (c) if, within 28 days of receipt of the Grantor's notice, the Concessionaire gives written notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee the new Concession Fee is to be determined in accordance with clause 7.2 (a) or (b).
  - (d) if the Concessionaire does not give notice to the Grantor under clause 7.1 (c) the Concessionaire will be deemed to have accepted the Concession Fee specified in the Grantor's notice.
  - (e) notwithstanding clause 7.1(b), the new Concession Fee so determined or accepted must not be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date and will be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date.
  - (f) until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee specified in the Grantor's notice. On determination of the new Concession Fee an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable.

- 7.2 Immediately the Concessionaire gives notice to the Grantor under clause 7.1(c) the parties will endeavour to agree on a new Concession Fee. If the parties are unable to reach agreement within 28 days the new Concession Fee is to be determined either:
- (a) by one party giving written notice to the other requiring the new Concession Fee to be determined by arbitration; or, if the parties agree,
  - (b) by registered valuers acting as experts and not as arbitrators as follows:
    - (i) each party will appoint a valuer and give written notice of the appointment to the other party within 14 days of the parties agreeing to determine the new Concession Fee by this means.
    - (ii) if the party receiving a notice does not appoint a valuer within the 14 day period the valuer appointed by the other party is to determine the new Concession Fee and that valuer's determination will be binding on both parties.
    - (iii) before commencing their determination the respective valuers must appoint an umpire who need not be a registered valuer.
    - (iv) the valuers are to determine the new Concession Fee which they consider to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date. If they fail to agree the Concession Fee is to be determined by the umpire.
    - (v) in determining the Concession Fee the valuers or umpire are to disregard the annual cost to the Concessionaire to maintain or provide Access to the Land.
    - (vi) each party is to be given the opportunity to make written or verbal representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe.
    - (vii) the valuers or the umpire must have regard to any such representations but will not be bound by them.
  - (c) the valuers or umpire must give written notice to the parties once they have determined the new Concession Fee. The notice is to provide how the costs of the determination are to be borne and be binding on the parties.
  - (d)
    - (i) if a Concession Fee Review date is postponed because of a moratorium imposed by law the Concession Fee Review Date is to take place at the date the moratorium is lifted or so soon afterwards as is practicable; and
    - (ii) the Concession Fee Review will establish the market value for the Concession Activity as at that date instead of the date fixed under clause 7.1 having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no cases the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date; and
    - (iii) each subsequent Concession Fee Review date will take place in accordance with the date fixed in clause 7.1.

## 8.0 CONCESSION ACTIVITY

8.1 The Concessionaire is not to use the Site for any purpose other than the Concession Activity.

8.2 The Concessionaire must, as a condition of this Document:

- (a) take out and maintain and pay all fees for all licences, permits, authorisations, consents (including resource consents under the provisions of the Resource Management Act 1991), and renewals ("the Permissions") as may be necessary for the proper conduct of the Concession Activity;
- (b) not do or suffer to be done any act whereby these Permissions may be forfeited or suspended or refused.

## **9.0 SUPPLY OF INFORMATION**

9.1 At the Grantor's request the Concessionaire must supply the Grantor with a complete statement of audited financial accounts.

9.2 Any information supplied to the Grantor under clause 9.1 is subject to an obligation of confidence; but the parties acknowledge that such information may be subject to the provisions of the Official Information Act 1982 and the Privacy Act 1993.

## **10.0 COMPLIANCE**

10.1 The Concessionaire will comply where relevant:

- (a) with the provisions of any conservation management strategy or conservation management plan as required by section 17W(7) of the Conservation Act 1987 pursuant to Part IIIA of the Conservation Act 1987, together with any amendment or review of any policy, 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 National Parks Act 1980 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Site, or affecting or relating to the Concession Activity, including any bylaws made under the Reserves Act 1977 or the National Parks Act 1980.

10.2 The Concessionaire must comply with all conditions imposed by the Grantor in granting this Document.

10.3 (a) A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or general policy statement will be deemed to be a breach of this Document.

(b) A breach or contravention by the Concessionaire of the Legislation affecting or relating to the Site or affecting or relating to the Concession Activity will be deemed to be a breach of this Document.

10.4 If the Legislation requires the Grantor to spend money on the Grantor's own structures, facilities or alterations on the Site, the Grantor may charge, in addition to the Concession Fee, an annual sum equal to 15% of the amount spent by the Grantor.

10.5 If the Legislation requires the Grantor to spend money on structures, facilities or alterations on the Site which the Grantor considers unreasonable, the Grantor may determine this Document and any dispute as to whether or not the amount is unreasonable is to be determined in accordance with clause 27.

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

- 11.1 The Concessionaire must not erect or bring on to the Site any structure, install any facility or alter the Site in any way without the prior written consent of the Grantor (except as provided for in Item 2 of Schedule 1).
- 11.2 In giving approval under clause 11.1 the Grantor may, in the Grantor's sole and absolute discretion, impose any reasonable terms and conditions, including a review of the Concession Fee, as the Grantor considers appropriate under this clause; and may also decline the grant of such approval after consideration of the relevant conservation and environmental issues.
- 11.3 The Concessionaire must pay to the Grantor all costs associated with applications for approval under this clause determined at the standard rates then applying in the Department for cost recovery of staff time and expenses.
- 11.4 The Concessionaire must, upon request by the Grantor, submit written engineering or building plans and details to the Grantor for approval before :
  - (a) erecting or altering any structure on the Site;
  - (b) bringing any structure on to the Site;
  - (c) installing any facilities on the Site; or
  - (d) altering the Site in any way.
- 11.5 The Concessionaire must not commence any work on the Site until the Grantor has given written approval.
- 11.6 When undertaking any work under this clause the Concessionaire must comply with all statutory requirements including obtaining building consents and code compliance certificates under the Building Act 1991.
- 11.7 The Concessionaire is to keep and maintain its structures and facilities on, or alterations to, the Site in good repair.

## **12.0 CONCESSIONAIRE'S FURTHER OBLIGATIONS**

- 12.1 The Concessionaire must at the Concessionaire's expense:
  - (a) if required by the Grantor take all steps necessary to control or, at the Grantor's option, contribute to the cost of controlling any pest, insect or rodent infestation occurring in or emanating from the Site or any structure or facility on the Site, and if considered necessary by the Grantor, engage a pest exterminator approved by the Grantor;
  - (b) comply strictly with the provisions of the Biosecurity Act 1993;
  - (c) comply with all requirements of any competent authority regarding sanitation and with all relevant bylaws and fire safety requirements;
  - (d) at all times display a copy of the relevant current building warrant of fitness under the Building Act 1991 showing the location of the compliance schedule in a place in each building (as defined in that Act) on the Site to which users of the building have ready access;
  - (e) keep and maintain all building systems and any structure on the Site in accordance with the requirements of any compliance schedule;
  - (f) retain and make available to any territorial authority and any other person with a right to inspect any structures on the Site under the Building Act 1991 a copy of the compliance schedule together with the written reports relating to compliance with the compliance schedule over the previous two year period.



### 13.0 PROTECTION OF THE ENVIRONMENT

13.1 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, animals, plants, or historic resources on the Site; or
- (b) bring any plants, animals, or firearms on to the Site; or
- (c) deposit on the Site debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Site; or
- (d) pile or store materials in any place on the Site where it may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Site;

13.2 The Concessionaire will keep the Site in a clean and tidy condition and free of weeds and all organisms specified as pests in a relevant pest management strategy.

13.3 The Concessionaire must make adequate provision for suitable sanitary facilities for the Site if required by the Grantor and for the disposal of all refuse material and is to comply with the reasonable directions of the Grantor in regard to these matters.

13.4 The Concessionaire will keep all structures, facilities and land alterations and their surroundings in a clean and tidy condition. If reasonably required by the Grantor the Concessionaire will paint all structures and facilities in colours specified in writing by the Grantor and with paints of a type approved in writing by the Grantor.

13.5 If, during the Term, the Concessionaire removes a structure or facility from the Site the Concessionaire will, unless the Grantor indicates otherwise in writing, repair and make good at its own expense all damage which may have been done by the removal and will leave the Site in a clean and tidy condition.

13.6 Should the Concessionaire fail to repair and restore the damage within 6 months of the removal of a structure or facility or such further time as the Grantor may approve in writing, the Grantor may undertake whatever works and operations are necessary to effect the same and may recover from the Concessionaire any costs and expenses incurred in doing it as a debt due by the Concessionaire to the Grantor.

13.7 The Concessionaire must:

- (a) take all reasonable precautions to ensure no fire hazards arise from its carrying out of the Concession Activity or from any act or neglect of its employees, contractors, invitees or agents;
- (b) not light or permit to be lit any fire on the Site without the written permission of the Grantor in which event the following provisions are to apply:
  - (i) the Concessionaire may light or use at a campsite a fire in the open air if the fire is an approved camp fire and is fuelled by dead wood only;
  - (ii) an approved camp fire is any fire lit for the purpose of camping, cooking, comfort, or warmth;
  - (iii) an approved camp fire may not be lit:
    - (aa) within 3 metres of a tree or place underneath overhanging vegetation;
    - (bb) within 3 metres of a log or dry vegetation;

- (cc) unless the Concessionaire clears all combustible material away from around the base of the approved camp fire before lighting it;
  - (dd) where there are notices or other advertising limiting the lighting of fires to a particular receptacle or to a particular place;
  - (ee) during a prohibited fire season
  - (iv) for the purpose of this paragraph “open air” has the same meaning ascribed to it in the Forest and Rural Fires Act 1977
  - (c) not store or permit to be stored fuels or other combustible materials on the Site without the written permission of the Grantor. In that event storage of fuels and combustible materials must be in accordance with the provisions of the Hazardous Substances and New Organisms Act 1996.
  - (d) comply with the Grantor’s requirements for fire warning and safety equipment and for fire fighting equipment to be kept on the Site at all times.
- 13.8 The Concessionaire must ensure that its employees, clients and invitees do not carry out any acts prohibited under clause 13.
- 13.9 The Concessionaire must immediately report to the Grantor any act in contravention of clause 13 and wherever possible the names and addresses of any person carrying out such acts; and must provide the Grantor with details of the circumstances surrounding such incidents.

#### **14.0 ADVERTISING**

- 14.1 The Concessionaire must not erect or display any signs or advertising on the Site without the prior written approval of the Grantor. At the expiry or termination of this Concession the Concessionaire must remove all signs and advertising material and make good any damage caused by the removal.
- 14.2 Where required by the Grantor, the Concessionaire must ensure that all its advertising and promotional material specifies that it is carrying out the Concession Activity under a Concession granted by the Grantor on land administered by the Department.
- 14.3 If required by the Lessor in writing the Concessionaire must include information in its advertising and promotional material which assists its clients to understand the features and values of the natural and historic resources of the Site and the surrounding area.
- 14.4 In preparing such information the Concessionaire must obtain information from and have regard to the views of tangata whenua.

#### **15.0 EMPLOYMENT OF STAFF**

- 15.1 The Concessionaire must ensure that the Concession Activity is conducted at all times by a person or persons suitably trained and qualified to carry out the Concession Activity.
- 15.2 The Concessionaire must provide the Grantor with evidence of the competency and qualifications of its employees if the Grantor so requests.
- 15.3 The Concessionaire must comply with all statutes relating to employment of staff.

#### **16.0 HEALTH AND SAFETY**

- 16.1 The Concessionaire is to carry out the Concession Activity on the Site in a safe and reliable manner and must comply with:
- (a) the Health and Safety in Employment Act 1992 and its regulations; and
  - (b) all other statutes, regulations and bylaws and all notices and requisitions of any competent authority relating to the conduct of the Concession Activity.
- 16.2 The Concessionaire must notify the Grantor of any natural events or activities on the Site or the surrounding area which may endanger the public or the environment.
- 16.3 The Concessionaire must:
- (a) take all reasonable steps to protect the safety of all persons present on the Site and must, where necessary, erect protective signposts warning the public of any dangers they may encounter as a result of the Concessionaire's operations;
  - (b) take all reasonable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Concessionaire is aware.
- 16.4 Before commencing the Concession Activity the Concessionaire must, if required by the Grantor, prepare a safety plan and have it audited by a suitably qualified person approved by the Grantor.
- 16.5 The Concessionaire must not commence the Concession Activity until:
- (a) the person appointed to audit the safety plan has certified the safety plan is suitable for the Concession Activity; and
  - (b) the Concessionaire supplies the Grantor with a copy of the safety plan certified under clause 16.5(a).
- 16.6 Receipt of the certified safety plan by the Grantor is not in any way to limit the obligations of the Concessionaire under clause 16 and is not to be construed as implying any responsibility or liability on the part of the Grantor.
- 17.0 TEMPORARY SUSPENSION**
- 17.1 The Grantor may temporarily suspend this Document if, in the opinion of the Grantor, there is a temporary risk to public safety or the safety of the Department's staff or the safety of other Concessionaires whether arising from natural events such as earthquake, land slip, volcanic activity, or flood or whether arising in any other way including the activities of the Concessionaire, its employees, clients or invitees.
- 17.2 If in the opinion of the Grantor the activities of the Concessionaire, its employees, clients or invitees are having or may have an adverse effect on the environment and the Grantor is of the opinion that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor, the Grantor may suspend this Concession until the Concessionaire remedies, avoids or mitigates the adverse impact to the satisfaction of the Grantor.
- 17.3 The Grantor may suspend this Concession while the Grantor investigates any of the circumstances contemplated in clauses 17.1 and 17.2 and also while the Grantor investigates any potential breach or possible offence by the Concessionaire whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act of which the Grantor has become aware.
- 17.4 The word "investigates" in clause 17.3 includes the laying of charges and awaiting the decision of the Court.
- 17.5 During any period of temporary suspension the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Site.

- 17.6 The Grantor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under clause 17 including loss of profits.

## **18.0 ASSIGNMENT**

- 18.1 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 any application for consent under this clause.
- 18.2 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.

## **19.0 TERMINATION**

- 19.1 The Grantor may terminate this Concession by 14 days notice in writing to the Concessionaire if:
- (a) the Concession Fee or any other money payable to the Grantor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
  - (b)
    - (i) the Concessionaire breaches any terms of this Document; and
    - (ii) the Grantor has notified the Concessionaire in writing of the breach; and
    - (iii) the Concessionaire does not rectify the breach within 7 days of receiving notification; or
  - (c) the Concessionaire ceases to conduct the Concession Activity or, in the reasonable opinion of the Grantor, the services provided by the Concessionaire are manifestly inadequate; or
  - (d) the Concessionaire is convicted of an offence, whether or not related to the Concession Activity, under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or the Health and Safety in Employment Act 1982; or the Building Act 1991; or the Resource Management Act 1991; or the Biosecurity Act 1993; or
  - (e) the Concessionaire or the Guarantor is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company, has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a Writ of Sale or charging order; or the Concessionaire ceases to function or operate; or
  - (f) there is, in the opinion of the Grantor, a permanent risk to public safety or the environment whether arising from the conduct of the Concession Activity or from natural causes such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Document on the part of the Concessionaire.
- 19.2 If the Grantor terminates the Concession under this clause all rights of the Concessionaire are to cease absolutely; but the Concessionaire is not to be released from any liability to pay the Concession Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.
- 19.3 The Grantor may exercise the Grantor's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

## **20.0 GRANTOR MAY REMEDY CONCESSIONAIRE'S DEFAULT**

- 20.1 The Grantor may elect to remedy at any time without notice any default by the Concessionaire under this Concession.
- 20.2 The Concessionaire must pay to the Grantor forthwith on demand all reasonable costs and expenses incurred by the Grantor, including legal costs and expenses as between solicitor and client, in remedying such default.

## **21.0 GRANTOR'S DIRECTIONS**

- 21.1 The Concessionaire must comply with all reasonable notices and directions of the Grantor concerning the Concession Activity on the Site or the conduct of any person on the Site under the authority of this Document.

## **22.0 POWERS, RIGHTS AND AUTHORITIES**

- 22.1 All powers, rights and authorities of the Grantor under this Document and any notice required to be given by the Grantor may be exercised and given by the Director-General or any officer, employee, or agent of the Director-General.

## **23.0 INDEMNITIES AND INSURANCE**

- 23.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, agents, contractors, or clients or otherwise caused as a result of its carrying out the Concession Activity on the Site.
- 23.2 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.
- 23.3 Without prejudice to or in any way limiting its liability under clause 23.1 the Concessionaire must take out and keep in force during the Term:
  - (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 Site and covering:
    - (i) general indemnity for a sum not less than the amount specified in Item 10 of Schedule 1; and
    - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 11 of Schedule 1; and
  - (b) statutory liability for the amount specified in Item 12 of Schedule 1; and
  - (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 13 of Schedule 1.
- 23.4 With respect to clause 23.3 the Concessionaire must provide copy certificates of currency for the policies of insurance before commencing the Concession Activity and on each renewal of them.
- 23.5 (a) Without prejudice to any other provision of this Document the Concessionaire will indemnify the Grantor against all damage or loss resulting from any act or omission on the part of the Concessionaire or the Concessionaire's employees, agents, contractors, clients, or invitees;

- (b) The Concessionaire is to recompense the Grantor for all expenses incurred by the Grantor in making good any damage to the Site or the property of the Grantor resulting from such act or omission.
- 23.6 (a) The Grantor will not be liable and does not accept any responsibility for damage to or interference with the Concession Activity or to the structures or facilities on the Site or any other indirect or consequential damage due to any natural disaster, vandalism, sabotage, fire or exposure to the elements except where, subject to the clause 23.6(b), such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors;
- (b) Where the Grantor is found to be liable due to a wilful act or omission, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Concessionaire's structures and facilities.
- 23.7 Notwithstanding anything else in clause 23 the Grantor is not liable for any indirect or consequential loss howsoever caused.

#### **24.0 ENVIRONMENTAL MONITORING AND LAND REHABILITATION**

- 24.1 The Concessionaire must, during the Term, if the Grantor so requests in writing, design in consultation with the Grantor and undertake a programme to monitor and report on the environmental effects of the Concessionaire's use of the Site and conduct of the Concession Activity on the Site.
- 24.2 If the Grantor does not make a request under clause 24.1 the Concessionaire must, during the Term if the Grantor so requests in writing, pay to the Grantor the annual environmental monitoring contribution specified in Item 14 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's conduct of the Concession Activity on the Site.
- 24.3 Subject to any conditions imposed by the Grantor and set out in Schedule 2, at the expiry, surrender or termination of this Document, the Concessionaire must reinstate the Site to its condition at the commencement of the Term and replant the Site with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term.

#### **25.0 EXPIRY OF LICENCE**

- 25.1 If the parties have not entered into a new agreement by the Final Expiry Date the Concessionaire accepts that the Grantor has no liability whatsoever for any costs incurred by the Concessionaire as a result of the expiry of this Document.
- 25.2 Upon the expiry or earlier termination of the Term the Grantor will not be liable to pay compensation for any structure, facility or land alteration of the Concessionaire, all of which, subject to clause 25.4 are to remain the property of the Concessionaire and will be deemed not to have become fixtures on the Site.
- 25.3 Subject to any conditions set out in Schedule 2, at the expiry, surrender or termination of the Term the Concessionaire must remove all the Concessionaire's structures and facilities on the Site unless the Grantor approves otherwise in writing.
- 25.4 If the Concessionaire does not remove the structures and facilities as required by clause 25.3, or as otherwise approved by the Grantor, the structures and facilities remaining on the Site will be deemed to have become fixtures and ownership in them will vest absolutely in the Grantor.
- 25.5 In that case the Grantor will not be liable to pay any compensation to the Concessionaire for the structures and facilities and may, at the Grantor's option, remove or destroy or otherwise dispose of them and recover the costs and expenses of the removal or destruction from the Concessionaire as a debt due to the Grantor.

## **26.0 FORCE MAJEURE**

- 26.1 Neither party will be liable to the other party for any delay in performance of, or failure to perform, its obligations (other than a payment of money) under this Document as a result of any cause beyond its reasonable control.
- 26.2 If the delay or failure continues for at least 28 days either party will be entitled to terminate this Document by notice in writing.

## **27.0 DISPUTE RESOLUTION AND ARBITRATION**

- 27.1 If a dispute arises between the parties in connection with this Document including without limitation the interpretation, validity, breach or termination of any of its provisions, the parties will, without prejudice to any other rights or entitlements they may have under this Document or otherwise, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.
- 27.2 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 arbitration which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.
- 27.3 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.
- 27.4 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 27.5 The arbitrator must include in the arbitration award reasons for the determination.

## **28.0 NOTICES**

- 28.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 15 of Schedule 1.
- 28.2 A notice given in accordance with clause 28.1 will be deemed to have been received:
  - (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of a letter, on the third working day after posting;
  - (c) in the case of facsimile, on the date of dispatch.

## **29.0 COSTS**

- 29.1 The Concessionaire must pay in full immediately on demand all costs and fees (including but not limited to solicitors' costs and the fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor:

- (a) to enforce or attempt to enforce the Grantor's rights and powers under this Document if the Concessionaire is in breach or default;
- (b) to recover outstanding money owed to the Grantor.

### **30.0 RELATIONSHIP OF PARTIES**

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

- (a) constituting the parties as partners or joint venturers;
- (b) conferring on the Concessionaire any right of exclusive occupation or use of the Site;
- (c) granting any estate or interest in the Site to the Concessionaire;
- (d) preventing the Grantor from granting other concessions, whether similar or not, to other persons;
- (e) derogating from the rights of the Grantor and the public to have access across the Site or the Land.

### **31.0 OFFENCES**

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

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

### **32.0 SEVERABILITY**

32.1 Any illegality, or invalidity or unenforceability of any provision in this Document is not to affect the legality, validity or enforceability of any other provisions.

### **33.0 ENTIRE UNDERSTANDING**

33.1 Except as provided by legislation, this Document and any written variation agreed by the parties contain the entire understanding between the parties with reference to the subject matter of this Document and there is no other agreement, representation or warranty whether it is expressed or implied which in any way extends, defines or otherwise relates to the provisions of this Document.

### **34.0 VARIATIONS**

34.1 The provisions of section 17ZC of the Conservation Act 1987 apply to all variations sought by the Concessionaire and to any applications for extension of the Term.



34.2 The Grantor may vary any conditions of this Document if the variation is necessary:

- (a) to deal with significant adverse effects of the Activity that were not reasonably foreseeable at the time this Licence was granted; or
- (b) because the information made available to the Grantor by the Concessionaire for the purposes of the Concessionaire's application contained inaccuracies which materially influenced the decision to grant the Licence and the effects of the Activity permitted by this Document require more appropriate conditions.

34.3 The Concessionaire is to be bound by every such variation.

### 35.0 CO-SITING

35.1 The Concessionaire must, if required by the Grantor, allow Co-Siting except when a Concessionaire demonstrates to the reasonable satisfaction of the Grantor that the Co-Siting by a third party:

- (a) would impact on the ability of the Concessionaire to conduct its Concession Activity; or
- (b) would result in a substantial change to the Concession Activity carried out by the Concessionaire on the Site.

35.2 The Grantor will be entitled to require the Concessionaire to obtain at the Concessionaire's expense a report prepared by an independent consultant acceptable to the Grantor confirming the matter specified in clause 35.1.

35.3 For the avoidance of doubt, a Co-Sitee permitted on the Site must enter into a separate agreement with the Grantor in terms of which the Co-Sitee will be required to pay a fee to the Grantor to conduct an Activity on the Site. This separate agreement will not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Site.

Signed by :

\_\_\_\_\_

for and on behalf of  
the Minister of Conservation  
pursuant to a written delegation  
in the presence of :

Witness (signature) \_\_\_\_\_

Witness (print name) \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

Signed by :

\_\_\_\_\_  
**Grampians Station Limited**  
as Concessionaire  
in the presence of :

\_\_\_\_\_  
Witness :  
Occupation :  
Address :

## SCHEDULE 1

- 1 **The Land:**  
The land described as being part of \_\_\_\_\_ being Conservation Land situated in the Canterbury Land District and designated as Conservation Area on the Dalgety Range being labelled CA5 and outlined in pink in the plan attached to the Proposal.  
*(see definition of Land in clause 1.1)*
- 2 **Concession Activity:**  
To establish, operate, maintain and repair a communications facility for the provision of communication services at the site labelled "j" on the plan attached to the Proposal.  
*(see definition of Concession Activity in clause 1.1)*
- 3 **The Term:** 30 years commencing on the day of registration of an approved plan affecting Certificate of Title CB529/70  
*(see clause 3.1)*
- 4 **Renewal:** One right of renewal.  
*(see clause 3.2)*
- 5 **Final Expiry Date:** 60 years after the day of registration of an approved plan affecting Certificate of Title CB529/70 if the right of renewal is exercised.  
*(see clause 3.4)*
- 6 **Concession Fees:**

6.1	Concession Activity Fee	\$1 per annum plus GST.	
6.2	Concession Management Fee:	\$200.00 per annum plus GST	<i>(see clause 5.1)</i>
- 7 **Concession Fee Review Dates:** Every three years from the commencement date.  
*(see clause 7)*
- 8 **Concession Fee Payment Dates:**

8.1	Concession Activity Fee:	upon the commencement date of the term of this document as detailed in clause 3 and thereafter on the last day of each and every year of the term of this licence.
8.2	Concession Management Fee:	upon the commencement date of the term of this document as detailed in clause 3 and thereafter on the last day of each and every year of the term of this licence. <i>(see clause 5.1)</i>
- 9 **Penalty Interest Rate:**  
Double the Grantor's bank's current highest 90 day bank bill buy rate.  
*(see clause 5.2)*
- 10 **Public Liability General Indemnity Cover:**  
for One Million Dollars (\$ 1,000,000.00)  
*(see clause 23.3)*
- 11 **Public Liability Forest & Rural Fire Extension:**  
for One Million Dollars (\$1,000,000)  
*(see clause 23.3)*
- 12 **Statutory Liability:**  
Not applicable  
*(see clause 23.3)*
- 13(a) **Other Types of Insurance:** Not applicable  
*(see clause 23.3)*
- 13(b) **Amounts Insured for Other Types of Insurances:** Not applicable  
*(see clause 23.3)*

14. **Environmental Monitoring Contribution:** To be negotiated between the Grantor and the Concessionaire if required as per clause 24 (Environmental Monitoring and Land Rehabilitation) of the concession document. *(see clause 24.2)*
15. **Address for Notices:** *(see clause 28)*

(a) Grantor

Department of Conservation  
Level 1  
John Wickliffe House  
265 Princes Street  
DUNEDIN 9058  
PH: (03) 477 0677  
Email: [permissionsdunedin@doc.govt.nz](mailto:permissionsdunedin@doc.govt.nz)

(b) Concessionaire

The Grampians Station Ltd  
C/- Argyle Welsh Finnigan  
PO Box 454  
Ashburton 7740  
Alister.Argyle@awlegal.co.nz  
PH: (03) 308 8228  
FAX: (03) 308 8656

Farm Manager: Lindsey Paton  
PH: (03) 680 6618  
Cell: 027 970 0166  
Email: [grampiansstationltd@gmail.com](mailto:grampiansstationltd@gmail.com)

**SCHEDULE 2**

**Special Conditions**

1. The Grantor acknowledges that the communication equipment to be located on the site are the property of the Concessionaire.
2. The Concessionaire shall at all times keep the site in a tidy condition.
3. The Concessionaire shall ensure that any vehicles or aircraft attending the site are clean and free of weeds.
4. The Concessionaire shall ensure that any associated structures are of a colour consistent with the surrounding environment to the satisfaction of the Operations Manager, Twizel District Office, Department of Conservation.

## **Appendix 6: Form of Easement to be Created**

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# **TRANSFER GRANT OF EASEMENT IN GROSS**

1. Public Access
2. Management Access

**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

Canterbury

Certificate of Title No.

All or Part?

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

--	--	--	--

Grantor Surnames must be underlined

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

Grantee Surnames must be underlined

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

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

Public Access and Management Purposes Easement in Gross under section 12 of the Reserves Act 1977 (continued on pages 2, 3 and 4 of Annexure Schedule).

Consideration

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

Operative Clause

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

Dated this                      day of

Attestation

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

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply  
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and cheque Duties Act 1971.  
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Grantee



**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 "[ ]" on Deposited Plan/S.O. Plan No [ ].
  - 1.2 "Parking Area" means that part of the Easement Area being 20 metres by 20 metres square marked Parking Area.
  - 1.3 "Management Purposes" means:
    - the protection of a significant inherent value of the land managed by the Grantee; and/or
    - the ecological sustainable management of the land managed by the Grantee.
  - 1.4 "Servient Land" means the land owned by the Grantor and described on page 1.
  - 1.5 "Grantee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes tenants, agents, invitees, contractors, licensees and employees of the Minister of Conservation and the Director-General of Conservation; and for the purposes of clauses 2.1, 2.2 and 2.3 only, includes any member of the public.
  - 1.6 "Grantor" means the owner of the Servient Land described on page 1 and includes the Grantor's tenants and invitees.

**Standard Easement Terms**

Access

2. The Grantee has the right in common with the Grantor:
  - 2.1 To pass and re-pass at any time over and along the Easement Area "h-i", "w-x", "y-z", "j1-k1-m1", "k1-n1", "a1-b1-c1", "b1-g1", "h1-i1", "a2-b2-c2" and "d2-e2" on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons subject to Special Easement Terms clause 13.
  - 2.2 To pass and re-pass at any time over and along the Easement Area "a1-b1-c1", "b1-g1", "h1-i1" and "a2-b2" by off road motor vehicle subject to Special Easement Terms clause 12.
  - 2.3 To use, stop and park any motor vehicle on the Parking Area at point "h", "a1", "w", "i1", "j1" and "b2" only.
  - 2.4 To pass and re-pass at any time over and along the Easement "h-i", "w-x", "y-z", "j1-k1-m1", "k1-n1", "a1-b1-c1", "b1-g1", "h1-i1", "a2-b2-c2" and "d2-e2" on foot, or on or accompanied by horses, or by non-motorised vehicle, or by motor vehicle, with or without machinery and implements of any kind, for Management Purposes.

## Annexure Schedule

Insert below

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

Dated

Page

of

Pages

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

### Exclusion of Schedules

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

### Term

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

### Temporary Suspension

6. The Grantee 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

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

### Notice

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

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

**Annexure Schedule**

Insert below

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

Dated

Page

of

Pages

8.2 If clause 8.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.

8.3 If clause 8.1(c) or 8.1(d) applies the notice will be deemed to have been received on the day on which it is dispatched if that day is a working day or, if dispatched after 5.00pm or not on a working day, on the next working day after the date of dispatch.

**Special Easement Terms**

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

10. The Grantee (not being a member of the Public) has the right:

10.1 To mark the Easement Area as appropriate.

10.2 To erect and maintain stiles and/or gates.

10.3 To erect and maintain signs informing the public:

- (a) of the location of the land managed by the Crown and available for public access and recreation; and
- (b) of their rights and responsibilities in relation to the Easement Area.

10.4 From time to time to modify the surface of the Easement Area so that it becomes and remains fit for the purpose of clauses 2.1 to 2.4

10.5 To use whatever reasonable means of access he/she thinks fit over the Easement Area to carry out the works in clause 10.1 to 10.4.

11 Where the Grantor erects fences across the Easement Area the Grantor must install gates no less than 1 metre in width for Easement Areas with horse access and no less than 3.6m in width for Easement Areas with public vehicle access and keep gates unlocked at all times unless otherwise agreed with the Grantee.

12 Notwithstanding the provisions of clause 2.2, Easement Areas "a1-b1-c1", "b1-g1" and "h1-i1" are closed to public motor vehicle access from 1<sup>st</sup> May to 15<sup>th</sup> December each year for safety management purposes. The Grantor may permit public off road motor vehicle access during this closed period at the discretion of the Grantor and such permission shall not be unreasonably withheld.

13 No dogs are permitted on Easement Areas "j1-k1-m1" and "k1-n1".

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.

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

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

Dated

Page  of  Pages

**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.*

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.

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

## TRANSFER GRANT OF EASEMENT IN GROSS

### 1. Public Access to Conservation Areas

Law Firm Acting
Conservancy Solicitor Department of Conservation 70 Moorhouse Avenue Christchurch

Auckland District Law Society  
REF:4135

<p><b>This page is for Land Registry Office use only.</b> <i>(except for "Law Firm Acting")</i></p>
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## **Appendix 7: Form of Covenant to be Created**

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**DATED** \_\_\_\_\_

**Between**

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

**and**

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

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



Department of Conservation  
*Te Papa Atawhai*

**THIS DEED of COVENANT** is made the                      day of

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

**AND**    **MINISTER OF CONSERVATION**

**BACKGROUND**

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

**OPERATIVE PARTS**

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

**1. INTERPRETATION**

1.1 In this Covenant unless the context otherwise requires:

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

<b>“Party” or “Parties”</b>	means either the Minister or the Owner or both.
<b>“Values”</b>	means any or all of the Land’s natural environment, biodiversity including botanical and zoological, landscape amenity, wildlife, freshwater life, marine life habitat or historic values as specified in Schedule 1.
<b>“Working Day”</b>	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 grant to the Minister or authorised agent of the Minister or any employee or contractor of the Director-General, a right of access on and to the Land, with or without motor vehicles, machinery, and implements of any kind, for purposes associated with the management of this Covenant
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, rebuild or replace all such Fences when reasonably required except as provided in clause 4.2.

#### **4. THE MINISTER'S OBLIGATIONS**

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

#### **5. IMPLEMENTATION OF OBJECTIVES**

- 5.1 The Minister may;
  - 5.1.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1;
  - 5.1.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the 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, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, or assignee to ensure that on any subsequent sale, lease, or assignment, any subsequent purchaser, lessee, or assignee 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 e-mail addressed to the receiving party at the address or facsimile number or email address set out in Schedule 1.
- 9.2 A notice given in accordance with clause 9.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of pre-paid post, on the third Working Day after posting;
  - (c) in the case of facsimile, on the day on which it is dispatched if that is a Working Day or, if it is dispatched after 5.00pm or it is not a Working Day, on the next Working Day after the date of dispatch.
  - (d) in the case of email, on the day on which it is dispatched if that is a Working Day or, if it is dispatched after 5.00pm or it is not a Working Day, on the next Working Day after the date of dispatch.
- 9.3 The Owner must notify the Minister of any change of ownership or control of all or part of the Land and must supply the Minister with the name and address of the new owner or person in control.

## **10. DEFAULT**

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

## **11. DISPUTE RESOLUTION PROCESSES**

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

- 11.3.1 in the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;
- 11.3.2 notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President of the New Zealand Law Society;
- 11.3.3 the parties further agree that the results of arbitration are to be binding upon the parties.

## 12. JOINT OBLIGATIONS

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

## 13. SPECIAL CONDITIONS

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

Executed as a Deed

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

Witness: \_\_\_\_\_

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

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

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

Witness: \_\_\_\_\_

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

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

8  
SCHEDULE 1

1. Description of Land

**CC1a – Northern Grampian Mountains Prostrate Kowhai Shrublands.**

All that piece of land containing 808 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC1a being part of \_\_\_\_\_ situated in Blocks XIII, XIV, XV and XVI Burke, and Blocks I, II, III, IV, V, VI, VII, X, XI, XIV and XV Mackenzie and Blocks II and III Dalzell Survey Districts described in Certificate of Title CB \_\_\_\_\_ (Canterbury Survey District).

**CC1b – Northern Grampian Mountains Prostrate Kowhai Shrublands.**

All that piece of land containing 10 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC1b being part of \_\_\_\_\_ situated in Blocks XIII, XIV, XV and XVI Burke, and Blocks I, II, III, IV, V, VI, VII, X, XI, XIV and XV Mackenzie and Blocks II and III Dalzell Survey Districts described in Certificate of Title CB \_\_\_\_\_ (Canterbury Survey District).

**CC2 – Mackenzie Pass Faces.**

All that piece of land containing 629 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC2 being part of \_\_\_\_\_ situated in Blocks XIII, XIV, XV and XVI Burke, and Blocks I, II, III, IV, V, VI, VII, X, XI, XIV and XV Mackenzie and Blocks II and III Dalzell Survey Districts described in Certificate of Title CB \_\_\_\_\_ (Canterbury Survey District).

**CC3 – Spring Annuals at Stock Holding Pen.**

All that piece of land containing 1 hectare approximately shown shaded yellow on the plan attached to the Proposal and labelled CC3 being part of \_\_\_\_\_ situated in Blocks XIII, XIV, XV and XVI Burke, and Blocks I, II, III, IV, V, VI, VII, X, XI, XIV and XV Mackenzie and Blocks II and III Dalzell Survey Districts described in Certificate of Title CB \_\_\_\_\_ (Canterbury Survey District).

**CC4 – Grampian Stream Shrublands.**

All that piece of land containing 74 hectare approximately shown shaded yellow on the plan attached to the Proposal and labelled CC4 being part of \_\_\_\_\_ situated in Blocks XIII, XIV, XV and XVI Burke, and Blocks I, II, III, IV, V, VI, VII, X, XI, XIV and XV Mackenzie and Blocks II and III Dalzell Survey Districts described in Certificate of Title CB \_\_\_\_\_ (Canterbury Survey District).

2. Values of Land to be Preserved.

**CC1a and CC1b - Northern Grampian Mountains Prostrate Kowhai Shrublands (natural environment).**

- The areas support the threatened plant species *Carmichaelia crassicaule* (coral broom, ranked At Risk: Declining).
- The areas support extensive populations of prostrate kowhai which are regionally uncommon. The size and extent of the communities is particularly distinctive.

**CC2 – Mackenzie Pass Faces (natural environment, wildlife habitat and landscape amenity).**

- The area supports the threatened plant species *Raoulia monroi* (At Risk: Declining) and *Carmichaelia crassicaule* (At Risk: Declining)
- The area supports the threatened bird species New Zealand falcon (ranked Threatened: Nationally vulnerable) and black shag (At Risk: Naturally Uncommon).
- The area supports a diverse range of lizard species (common skink, McCanns skink and Southern Alps gecko) and associated feeding and breeding habitat.
- The area supports populations of prostrate kowhai which is regionally uncommon.
- The area supports a diverse range of indigenous plant communities and habitats including shrubland, tussockland, rockland and herbfield communities.
- The association of the mountain slopes forming part of the spectacular landscape vista gained travelling through Mackenzie Pass into the Mackenzie Basin are an important landscape feature of the area.

**CC3– Spring Annuals at Stock Holding Pen (natural environment).**

- The area supports a significant population of the threatened plant species *Ceratocephala pungens* (ranked Threatened: Nationally critical).

**CC4 – Grampian Stream Shrublands (natural environment and wildlife habitat).**

- The area supports the threatened plant species *Coprosma intertexta* (ranked At Risk: Relict).
- The area supports the threatened bird species black shag (At Risk: Naturally Uncommon).
- The area supports the indigenous lizard species McCann's skink and common skink.
- The area supports dense shrubland populations of matagouri and includes *Olearia odorata* and *Olearia bullata*, all representative of the original shrubland vegetation.
- The area supports floodplain wetland communities which are a nationally threatened ecosystem type.
- The area contains part of a chronically threatened LENZ environment with indigenous vegetation characteristic of the original vegetation.

**3. Address for Service**

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

Department of Conservation  
 Level 1  
 John Wickliffe House  
 265 Princes Street  
 DUNEDIN 9058  
 PH: (03) 477 0677  
 Email: [permissionsdunedin@doc.govt.nz](mailto:permissionsdunedin@doc.govt.nz)

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

Grampians Station Limited  
 C/- Argyle Welsh Finnigan  
 PO Box 454  
 Ashburton 7740  
 Alister.Argyle@awlegal.co.nz  
 PH: (03) 308 8228  
 FAX: (03) 308 8656

Farm Manager: Lindsey Paton  
 PH: (03) 680 6618  
 Cell: 027 970 0166  
 Email: [grampiansstationltd@gmail.com](mailto:grampiansstationltd@gmail.com)

## SCHEDULE 2

### Special Conditions

Notwithstanding the provisions of clause 3.1 the following shall apply;

**Special Conditions applying only to Covenant Area CC1a – Northern Grampian Mountains Prostrate Kowhai Shrublands.**

- 1 The covenant area is to remain unfenced.
- 2 Stock may graze the covenant area at any time.
- 3 The landholder will permit Department of Conservation staff and their contractors entry upon the land at all times.
- 4 The landholder may maintain 20m wide stock access routes with the use of spraying. Stock access routes are to maximise existing clear spaces and follow the natural gradient of the land at a gradient that stock might use. Routes are confined to the areas indicated on the map in Schedule 3.
- 5 The landholder may do routine maintenance within the existing alignment of all existing tracks within the covenant area. Any maintenance undertaken outside the existing alignment or further upgrading of tracks requires the prior written consent of the Minister.
- 6 The Minister may design and undertake a monitoring programme for the Land:
  - (a) to ensure that the ecological integrity of the area is maintained.
  - (b) to enable the monitoring of any effects on the vegetation cover and conditions, faunal values and any other conservation values on the Land.
- 7 The monitoring programme will be reviewed at regular intervals. If in the opinion of the Minister there is a deterioration in the condition and extent of the ecological condition, the agreement of the Owner may be sought to fence the Land and/or alter stock grazing management. The Minister and the Owner shall act in good faith in protection of the values on the Land but if agreement cannot be reached clause 11 (Disputes Resolution Process) shall take effect.

**Special Conditions applying only to Covenant Area CC1b – Northern Grampian Mountains Prostrate Kowhai Shrublands.**

- 8 No stock is permitted in the covenant area.
- 9 The landholder will permit Department of Conservation staff and their contractors entry upon and at all times.
- 10 The Minister may design and undertake a monitoring programme for the Land:
  - (a) to ensure that the ecological integrity of the area is maintained.
  - (b) to enable the monitoring of any effects on the vegetation cover and conditions, faunal values and any other conservation values on the Land.
- 11 The monitoring programme will be reviewed at regular intervals. If in the opinion of the Minister there is a deterioration in the condition and extent of the ecological condition, the agreement of the Owner may be sought to fence the Land and/or alter stock grazing management. The Minister and the Owner shall act in good faith in protection of the values on the Land but if agreement cannot be reached clause 11 (Disputes Resolution Process) shall take effect.

**Special Conditions applying only to Covenant Area CC2 – Mackenzie Pass Faces.**

- 12 The covenant area is to remain unfenced.
- 13 Stock may graze the covenant area at any time.
- 14 Oversowing and topdressing of the covenant area is permitted except for a 20 metre margin adjoining any waterways.
- 15 The landholder will permit Department of Conservation staff and their contractors entry upon the land at all times.
- 16 The landholder may maintain 20m wide stock access routes with the use of spraying. Stock access routes are to maximise existing clear spaces and follow the natural gradient of the land at a gradient that stock might use. Routes are confined to the areas indicated on the map in Schedule 3.
- 17 The landholder may do routine maintenance within the existing alignment of all existing tracks within the covenant area. Any maintenance undertaken outside the existing alignment or further upgrading of tracks requires the prior written consent of the Minister.
- 18 The Minister may design and undertake a monitoring programme for the Land:
  - (a) to ensure that the ecological integrity of the area is maintained.

- (b) to enable the monitoring of any effects on the vegetation cover and conditions, faunal values and any other conservation values on the Land.
- 19 The monitoring programme will be reviewed at regular intervals. If in the opinion of the Minister there is a deterioration in the condition and extent of the ecological condition, the agreement of the Owner may be sought to fence the Land and/or alter stock grazing management. The Minister and the Owner shall act in good faith in protection of the values on the Land but if agreement cannot be reached clause 11 (Disputes Resolution Process) shall take effect.

**Special Conditions applying only to Covenant Area CC3 – Spring Annuals at Stock Holding Pen.**

- 20 The covenant area is to remain fenced.
- 21 Stock may graze the covenant area at any time
- 22 The Minister may design and undertake a monitoring programme:
  - (a) to ensure that the ecological integrity of the threatened plant species *Ceratocephala pungen* is maintained.
  - (b) To enable the monitoring of any effects on the *Ceratocephala pungen* populations and any other conservation values in the covenant area.
  - (c) To enable scientific research and monitoring on the *Ceratocephala pungen* populations.
- 23 The monitoring programme will be reviewed at regular intervals and if in the opinion of the Minister there are any issues identified with the status of the species in the covenant area the Minister reserves the right to take any necessary steps to further protect the species including fencing areas of the covenant area and adjusting stock access periods. The Minister will liaise with the land holder in implementing these measures.
- 24 The landholder will permit Department of Conservation staff and their contractors entry upon the land at all times.

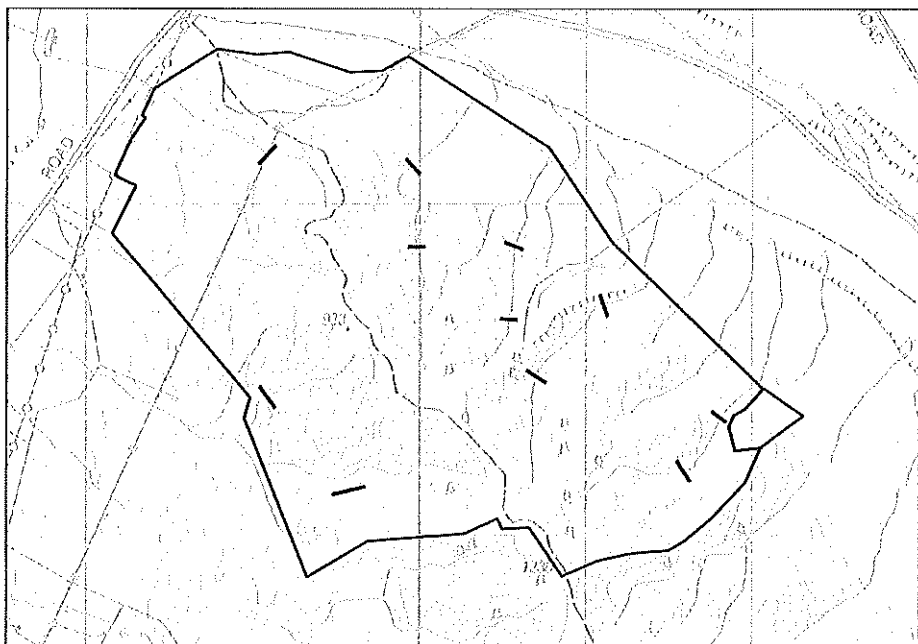
**Special Conditions applying only to Covenant Area CC4 – Grampian Stream Shrublands.**

- 25 The covenant area is to remain unfenced.
- 26 Stock may graze the covenant area at any time.
- 27 The landholder will permit Department of Conservation staff and their contractors entry upon the land at all times.
- 28 The landholder may do routine maintenance within the existing alignment of all existing tracks within the covenant area. Any maintenance undertaken outside the existing alignment or further upgrading of tracks requires the prior written consent of the Minister.
- 29 The Minister may design and undertake a monitoring programme for the Land:
  - (a) to ensure that the ecological integrity of the area is maintained.
  - (b) to enable the monitoring of any effects on the vegetation cover and conditions, faunal values and any other conservation values on the Land.
- 30 The monitoring programme will be reviewed at regular intervals. If in the opinion of the Minister there is a deterioration in the condition and extent of the ecological condition, the agreement of the Owner may be sought to fence the Land and/or alter stock grazing management. The Minister and the Owner shall act in good faith in protection of the values on the Land but if agreement cannot be reached clause 11 (Disputes Resolution Process) shall take effect.

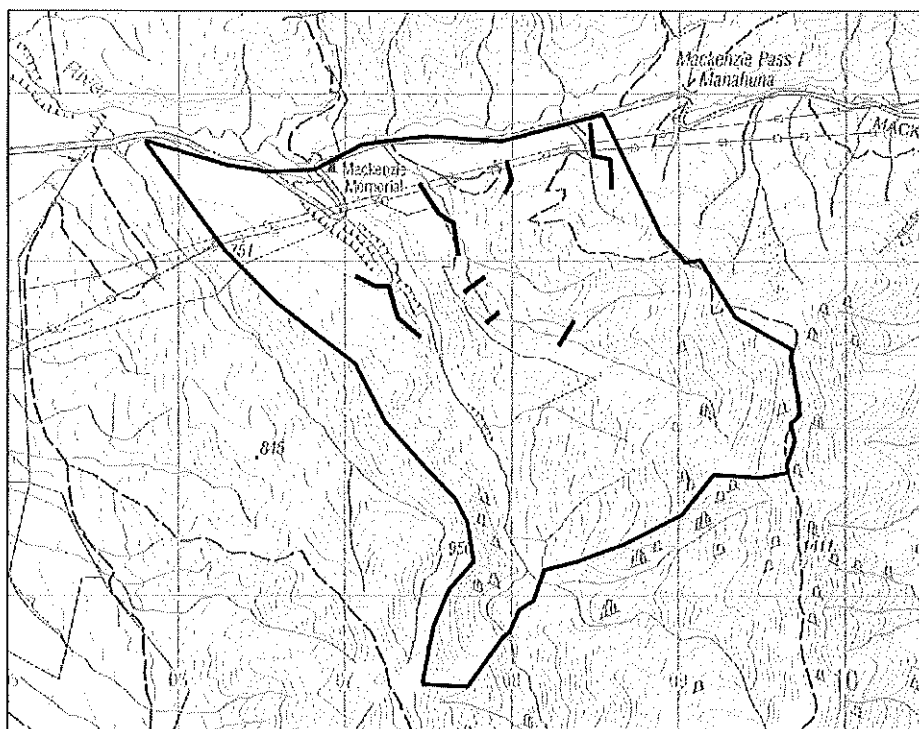


## SCHEDULE 3

## Maps of Stock Access Routes



CC1a – stock access spray lines in bold.



CC2 – stock access spray lines in bold.

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 8: Registered Easements to Meridian Energy Limited for the right to convey telecommunications and computer media.**

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**GRANT OF EASEMENT (Pursuant to Section 60 of the Land Act 1948)**

Dated this 8<sup>th</sup> day of October 19th November 2019

**PARTIES**

1. **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through **THE COMMISSIONER OF CROWN LANDS** at Wellington pursuant to the Land Act 1948 ("the Grantor").

AND

2. **MERIDIAN ENERGY LIMITED** hereinafter with successors and permitted assigns ("the Grantee").

**BACKGROUND**

- A. The parcel of land described in the Second Schedule to this Deed is vested in the Grantor pursuant to the Land Act 1948 ("the Grantor's Land").
- B. The Grantee wishes to obtain a right to convey telecommunications and computer media easement under the Grantor's Land.
- C. The Grantor has agreed to grant to the Grantee an easement under the Grantor's Land (as set out in the Second 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 the Schedules):

"Deed" means this Deed, the Background and the Schedules.

"Commencement Date" means the date of this Deed.

"Construct" includes construct, install, lay, inspect, use, replace, and remove and "Construction" has a similar meaning.

"Easement Land" means the area of the Grantor's Land set out in the Second Schedule setting out the location on the Grantor's Land within which the Grantee may exercise the rights granted by this Deed.

"Equipment" includes equipment, tools, Machinery, cables, lines, wires and all materials and items required for the purposes of exercising any of the rights granted by this Deed.

"Fixtures" includes supports, insulators, casings, devices, apparatus, appliances, antennas, conductors, poles and all associated appurtenances and also points, aerial crossing bridges, bridge abutments and metering devices.

"Grantee" includes the Grantee's engineers, surveyors, agents, employees, workers, invitees, licencees, contractors, servants, lessees and tenants with or without any Vehicles, Machinery or Equipment.

"Lessee" means the lessee of the Grantor's Land under the Pastoral Lease as detailed in the Second Schedule including any agents, employees, workers, invitees, licencees and contractors.

"Machinery" includes cranes, drilling rigs, plant, pile drivers, excavators and other similar tools and machinery.

**"Maintain"** includes maintain, repair, renew, alter, and inspect and **"maintenance"** has a similar meaning.

**"Pastoral Lease"** means the pastoral lease of the Grantor's Land held by the Lessee and more particularly described in the Second Schedule.

**"Structures"** includes buildings, towers, poles, structures, repeaters, pipes, cables, bridges, roads, walls, frames, and fences of any kind.

**"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 trucks, tractors, cars, bicycles, motorcycles (2 and 4 wheeled), aircraft and trailers 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 in the locality in which the Easement Land is situated.

- 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 substitution 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 right to convey telecommunications and computer media easement (in gross) in perpetuity from the Commencement Date, together with the following incidental rights and powers:
  - 2.1.1 The right to Construct an easement facility to convey telecommunications and computer media easement on the Easement Land. The easement facility shall run under the Easement Land;
  - 2.1.2 The right to Maintain and operate this easement facility on the Easement Land;
  - 2.1.3 The right from time to time and at all times to enter, exit, pass and remain on, under or over the Easement Land for all purposes reasonably necessary for the exercise of the rights granted under this Deed with or without Vehicles or Machinery necessary for such purposes but subject to the limitations expressed in this Deed; and
  - 2.1.4 The rights granted under this Deed are non-exclusive and are exercisable in common with the Grantor and any other person having similar rights either now or in the future.

## **3. CONSIDERATION**

- 3.1 In consideration of the grant of easement in this Deed:

3.1.1 The Grantee has paid to the Grantor the sum of \$97,765.00 (plus GST) (with such payment also covering the easement grant over Sawdon Station and Crown River Bed); and

3.1.2 The Grantee shall observe the obligations imposed on it under this Deed.

#### **4. REGISTRATION**

4.1 This easement may be registered pursuant to section 60 of the Land Act 1948. If the Grantee requires the Easement to be registered the Grantee will, at the Grantee's cost, cause a survey of the route of the Easement to be completed and will prepare an easement in registrable form incorporating the terms of this Deed. The Grantor will sign all plans and documents necessary to enable registration of this easement.

#### **5. OBLIGATIONS OF THE GRANTEE**

5.1 The Grantee shall when on the Grantor's Land:

5.1.1 Wherever possible remain on the formed roads and tracks and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

5.1.2 Immediately after passing through any gates, close such of them as were closed and lock such of them as were locked immediately before such passing through;

5.1.3 Take all reasonable precautions for guarding against any danger (including, but without limitation, fire, physical damage or disease), and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this clause 5.1.3) comply with all reasonable conditions that may be imposed from time to time by the Grantor or any lawful authority;

5.1.4 Ensure that as little damage or disturbance as possible is caused to the surface and riparian environment of the Grantor's Land and that the surface and riparian environment is restored as nearly as possible 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; and

5.1.5 The Grantee shall, at its cost, repair to the satisfaction of the Grantor any part of the Grantor's Land, including the tracks, fences, gates, drains, buildings or other structures, which is damaged directly or indirectly by the Grantee.

5.2 The Grantee shall at all times in the exercise of the rights set out in this Deed not obstruct or hamper the Grantor, or any agents, employees and contractors of the Grantor.

5.3 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 to use the Grantor's Land.

5.4 The Grantee shall comply at all times with all laws (including statutes and regulations and codes of practice) placing obligations on the Grantee in respect of the Easement Land and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed.

5.5 The Grantee shall prevent the fibre optic cables (installed pursuant to the right to convey telecommunications and computer media easement) and any Structures and Fixtures from becoming a danger or a nuisance.

- 5.6 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 any part of the Grantor's Land at the request of the Grantee.
- 5.7 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 at Work Act 2015 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 the Grantor's Land and/ or the Easement Land.
- 5.8 The Grantee shall not use Vehicles on the Easement Land prohibited by the Grantor.
- 5.9 The Grantee shall compensate the Lessee to the extent of the Lessee's loss if there is any damage to stock on the Grantor's Land caused by the Grantee's acts or omissions.
- 5.10 The Grantee shall not enter onto the Grantor's Land for any purpose other than that permitted by this Deed.

#### **6. OBLIGATIONS OF THE GRANTOR**

- 6.1 The Grantor shall not do anything on the Easement Land whereby the rights, powers and liberties granted to the Grantee by this Deed may be interfered with unless otherwise provided for within this in this Deed.

#### **7. FIRES AND BURN-OFF**

- 7.1 The Grantor shall not light or permit to light any fires or burn off Vegetation within the Easement Land and or close proximity to the Easement Land without the consent of the Grantee (which will not be unreasonably withheld) such consent to be applied for by telephoning the Grantee's nominated office at least five (5) Working Days prior to the lighting of any such fire.

#### **8. OWNERSHIP OF STRUCTURES**

- 8.1 All Structures and Fixtures 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 will not for any reason become the property of the Grantor.
- 8.2 The Grantee will, on the expiry of the term granted or earlier termination of the rights created by this Deed, remove all Structures and Fixtures from the Easement Land within one month and will restore the Grantor's Land as nearly as possible to the condition that it was in at the commencement of this Deed.
- 8.3 If the Grantee has not taken the steps set out in clause 8.2 of this Deed within the specified time, the Grantor may remove all Structures and Fixtures from the Easement Land and restore the Grantor's Land as nearly as possible to the condition that it was in at the commencement of this Deed and recover all costs incurred from the Grantee.

#### **9. COSTS**

- 9.1 The Grantee shall bear all costs and expenses (including the Grantor's legal costs and expenses) in relation to the preparation and enforcement of any provisions in this Deed.
- 9.2 The Grantee shall be solely responsible for the registration (if any) of this Deed and any associated costs.



- 9.3 All costs of the Construction, operation and maintenance of Structures and Fixtures, and the carrying out of all associated works permitted by this Deed shall be at the Grantee's cost.

**10. ACKNOWLEDGEMENT BY LESSEE**

- 10.1 The Grantee confirms that it has, prior to the date of this Deed, entered into an agreement with the Lessee recording receipt by the Lessee of a payment from the Grantee, which amount has been acknowledged by the Lessee to be paid in lieu of the payment of any compensation by the Grantor pursuant to section 60(1) of the Land Act 1948. The agreement recording these matters contains an acknowledgment by the Lessee of its waiver of any right the Lessee may have to any compensation from the Grantor in respect of the grant of the right to convey telecommunications and computer media easement under the Easement Land.

**11. INDEMNITY**

- 11.1 The Grantee hereby indemnifies the Grantor against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor 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.

**12. GRANTOR'S LIABILITY EXCLUDED**

- 12.1 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 Grantor on the Grantor's Land, whether the expense, cost, loss, injury or damage is the direct or indirect result of negligence or otherwise.

**13. ASSIGNMENT**

- 13.1 The Grantee may not transfer, lease, assign or licence all or any part of its interest in the Easement Land without the prior written consent of the Grantor such consent not to be unreasonably withheld. Any such transfer, lease, assignment or licence shall be subject to the rights and obligations set out in this Deed (and any such other rights and obligations as the Grantor may reasonably require).

**14. TERMINATION**

- 14.1 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.
- 14.2 If the breach remains unrectified (or is unable to be rectified) then termination must be by written notice from the Grantor.
- 14.3 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 8.2 of this Deed) but the Grantee shall not be released from any liability to pay consideration or other moneys up to date of termination.
- 14.4 Upon termination the Grantee shall formerly surrender the rights under this Deed and surrender the grant of easement.

**15. RESOLUTION OF DISPUTES**

- 15.1 If any dispute arises between the Grantor and the Grantee concerning the rights and obligations created by this Deed, the parties will enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within 20 Working Days of the date on which the dispute was notified, that parties will submit to arbitration of an Independent arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator within a further 10 Working Days the President or his nominee for the time being of the New Zealand Law Society will appoint an Independent arbitrator in the area. In the event that the President of the New Zealand Law Society fails or refuses to appoint an arbitrator, either party may request the High Court to make an appointment. The appointment decision of the High Court may not be appealed. The arbitration proceedings will be conducted in accordance with the Arbitration Act 1996, excluding the Second Schedule thereof, and the parties' execution of this Deed shall be deemed to be a submission to arbitration PROVIDED THAT this clause shall be subject in all respects to the provisions of section 17 of the Land Act 1948.

## **16. NOTICES**

- 16.1 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 or facsimile number set out below or to such address or facsimile number notified by the address in writing to the other party.

16.1.1 The Grantor's Address as set out in section 1 of the First Schedule; and

16.1.2 The Grantee's Address as set out in section 2 of the First Schedule.

16.2 All such notices are deemed to have been delivered:

- a. if posted, three 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.

## **17. SEVERABILITY**

- 17.1 If any part of this Deed is held by any court or administration body of competent jurisdiction to be illegal, void, or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed which shall remain in full force.

## **18. COVENANTS IMPLIED BY LAND TRANSFER ACT 2017**

- 18.1 The rights and powers implied the Fifth Schedule to the Land Transfer Regulations 2018 are specifically excluded and replaced with those contained in this Deed.

## **19. NO WAIVER**

- 19.1 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.

- 19.2 A failure, delay or indulgence by one party in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right shall not preclude further exercises of that power or right or the exercise of any other power or right.

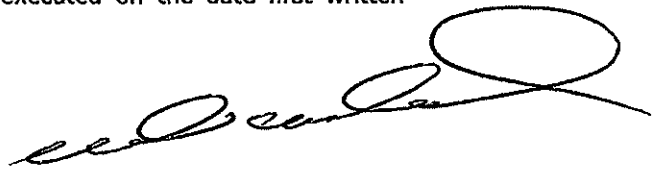
**20. GRANTOR'S RIGHTS OF DELEGATION**

- 20.1 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  
section 41 of the State Sector Act 1988

by *Murray Robert Mackenzie*



In the presence of:

*K M Lee*

Name: *Karyn Michelle Lee*  
Occupation: *Portfolio Manager*  
Address: *112 Tuam Street,*  
*Christchurch*

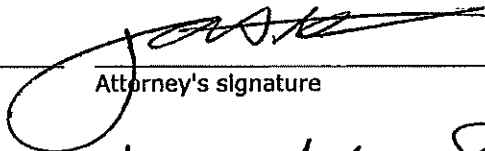
**SIGNED** on behalf of **MERIDIAN ENERGY LIMITED** by its attorneys:



Attorney's signature

*Michael Lee*

Attorney's full name



Attorney's signature

*Jacob Adam Stein*

Attorney's full name

**FIRST SCHEDULE****1. GRANTOR'S ADDRESS:**

Land Information New Zealand  
Crown Property Management  
Lambton House  
160 Lambton Quay  
PO Box 5501  
**WELLINGTON**  
Fax Number: 04 460 0590

**2. GRANTEE'S ADDRESS:**

Meridian Energy Limited  
Level 2  
Lady Elizabeth Lane  
Wellington Central  
**WELLINGTON 6011**  
Fax Number: 04 381 1201

Attention: General Counsel

## **SECOND SCHEDULE**

### **1. DESCRIPTION OF LAND:**

Run 252 and Part Run 253 contained In Record of Title CB529/50

### **2. DETAILS OF LESSEE:**

Grampians Station Limited

### **3. DETAILS OF PASTORAL LEASE:**

The Grampians Pastoral Lease (PT 22)

### **4. PLAN OF PROPOSED EASEMENT LAND**

Attached.

### **5. DRAFT EASEMENT INSTRUMENT**

Attached.



# Digital Title Plan - LT 409443

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<b>Survey Number</b>	LT 409443
<b>Surveyor Reference</b>	L4025 MEL Grampians Station
<b>Surveyor</b>	Vergne Wilson
<b>Survey Firm</b>	Southern Land CKL
<b>Surveyor Declaration</b>	I Vergne Wilson, being a person entitled to practise as a licensed cadastral surveyor, certify that - (a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2; (b) This dataset is accurate, and has been created in accordance with that Act and those Rules. Declared on 18/09/2009.

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## Survey Details

<b>Dataset Description</b>	Easements over Run 252, Run 253, Pt Run 74A and Crown Land (River Bed)		
<b>Status</b>	Approved as to Survey		
<b>Land District</b>	Canterbury	<b>Survey Class</b>	Class III Cadastral Survey
<b>Submitted Date</b>	18/09/2009	<b>Survey Approval Date</b>	22/09/2009
		<b>Deposit Date</b>	

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## Territorial Authorities

Waimate District

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## Comprised In

CT CB529/50  
CT CB30A/657

---

## Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Marked A Deposited Plan 409443	Easement		
Marked B Deposited Plan 409443	Easement		
Marked C Deposited Plan 409443	Easement		
Marked D Deposited Plan 409443	Easement		
Marked E Deposited Plan 409443	Easement		
Marked F Deposited Plan 409443	Easement		
Marked G Deposited Plan 409443	Easement		
Marked H Deposited Plan 409443	Easement		
Marked I Deposited Plan 409443	Easement		
Marked J Deposited Plan 409443	Easement		
Marked K Deposited Plan 409443	Easement		
Marked L Deposited Plan 409443	Easement		
Marked M Deposited Plan 409443	Easement		
Marked N Deposited Plan 409443	Easement		
Marked O Deposited Plan 409443	Easement		



## Digital Title Plan - LT 409443

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### Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Marked P Deposited Plan 409443	Easement		
Marked Q Deposited Plan 409443	Easement		
Marked R Deposited Plan 409443	Easement		
Marked S Deposited Plan 409443	Easement		
Marked T Deposited Plan 409443	Easement		
Marked U Deposited Plan 409443	Easement		
Marked V Deposited Plan 409443	Easement		
Marked W Deposited Plan 409443	Easement		
Marked X Deposited Plan 409443	Easement		
Marked Y Deposited Plan 409443	Easement		
Marked Z Deposited Plan 409443	Easement		
Marked AA Deposited Plan 409443	Easement		
Marked AB Deposited Plan 409443	Easement		
Marked AC Deposited Plan 409443	Easement		
Marked AD Deposited Plan 409443	Easement		
Marked AE Deposited Plan 409443	Easement		
Marked AF Deposited Plan 409443	Easement		
Marked AG Deposited Plan 409443	Easement		
Marked AH Deposited Plan 409443	Easement		
Marked AI Deposited Plan 409443	Easement		
<b>Total Area</b>		<hr/> 0.0000 Ha	



## Schedule / Memorandum

Land Registration District

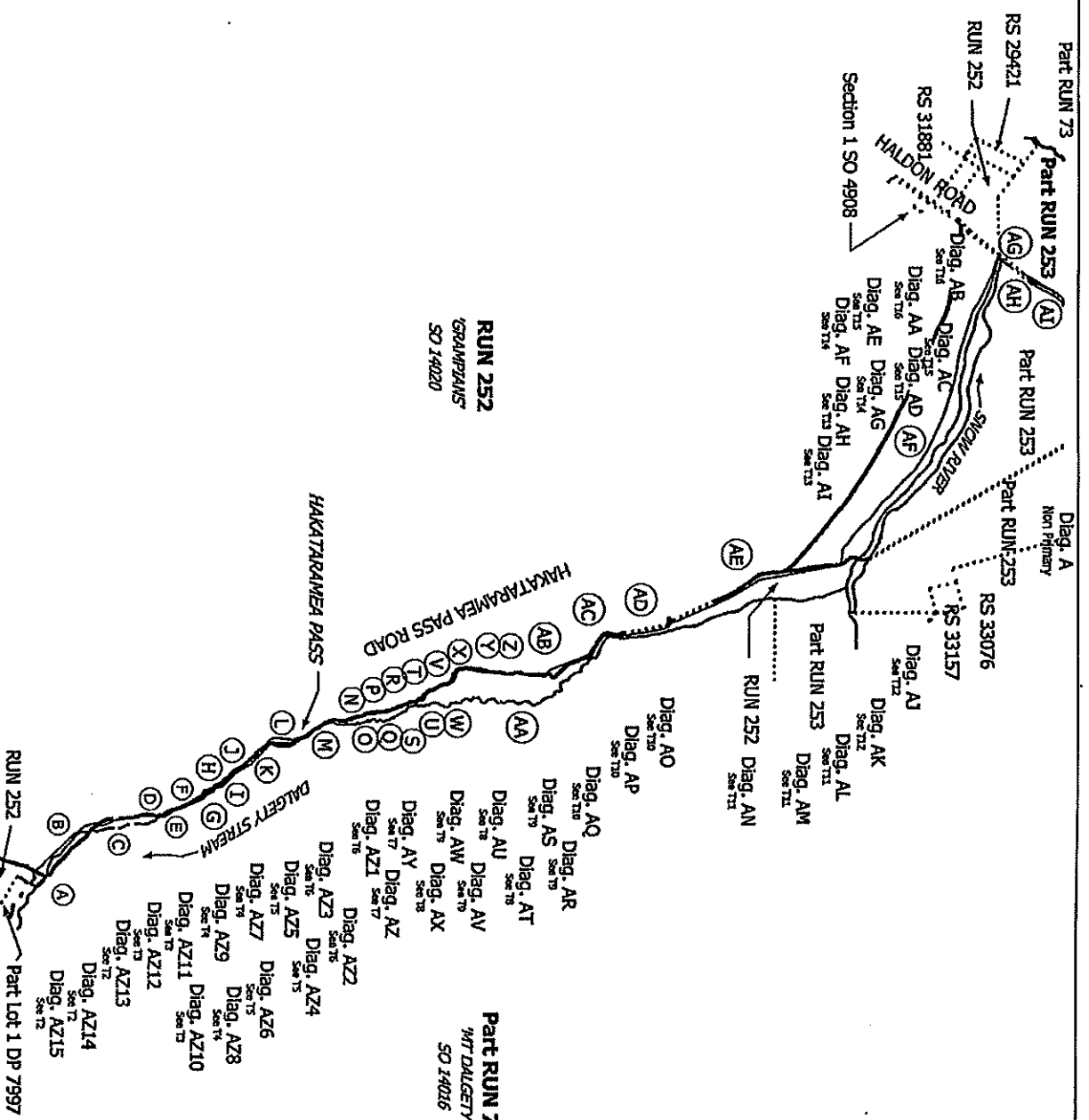
**CANTERBURY**

Plan Number

**DP 409443**

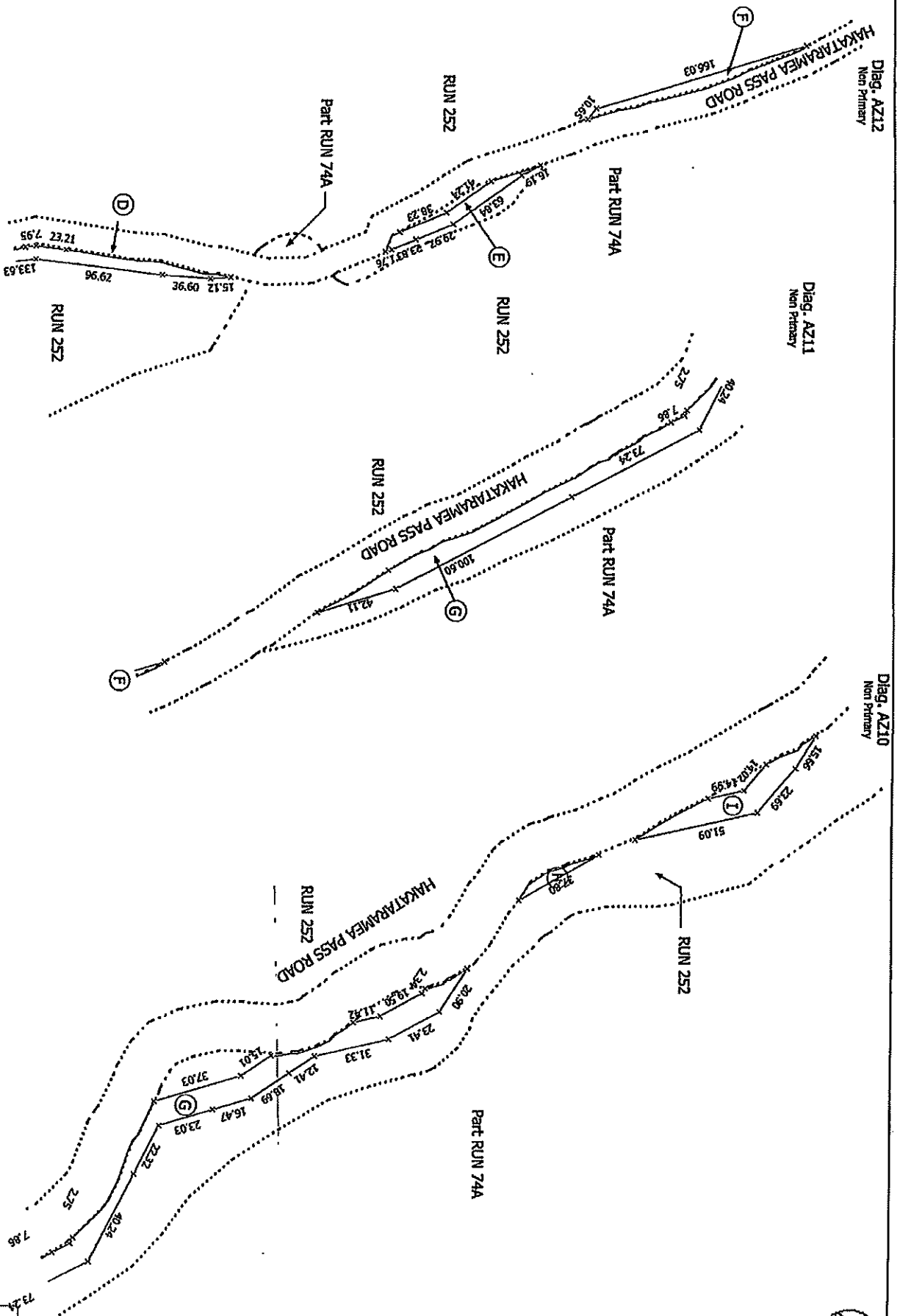
### Schedule of Easements in Gross

Purpose	Shown	Servient Tenement	Grantee
Right to Convey Telecommunications & computer media	A, B, C, D, E, F, G, H, I, J, K, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF	Run 252	Meridian Energy Limited
	L	Pt Run 74A	
	AG	Crown Land (River Bed)	
	AH, AI	Pt Run 253	



Land District Canterbury	Easements over Run 252, Run 253, Pt Run 74A and Crown Land (River Bed)	Surveyor: Verge Wilson Firm: Southern Land CXL	Digital Title Plan LT 409443 Approved on: 22/09/2009
Digitally Generated Plan Generated on: 22/09/2009 12:45pm Page 4 of 19		T1/16	





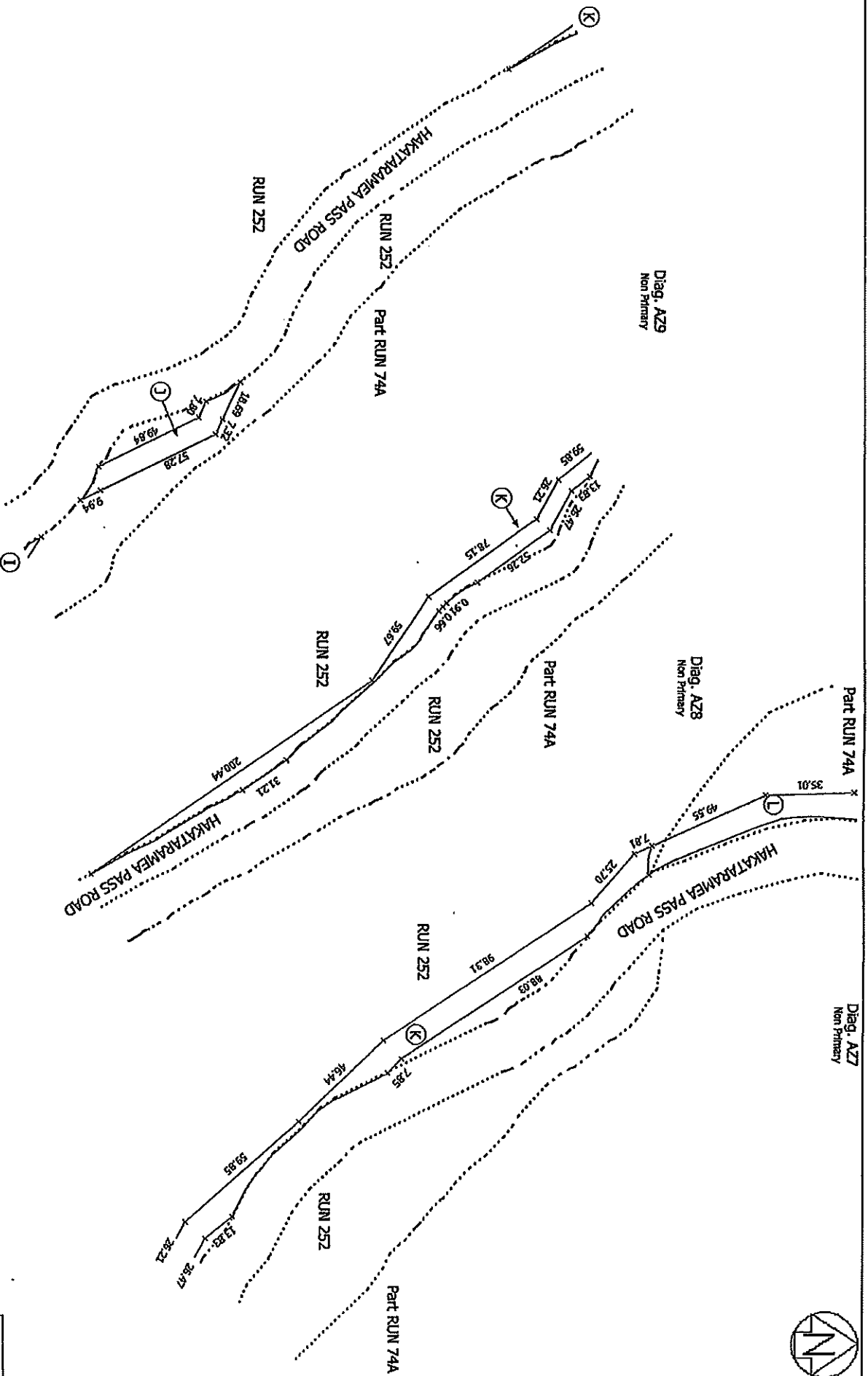
Land District: Canterbury  
Digitally Generated Plan  
Generated on: 22/09/2009 12:45pm Page 5 of 19

Easements over Run 252, Run 253, Pt Run 74A and Crown Land (River Bed)

Surveyor: Veronique Wilson  
Firm: Southern Land CXL

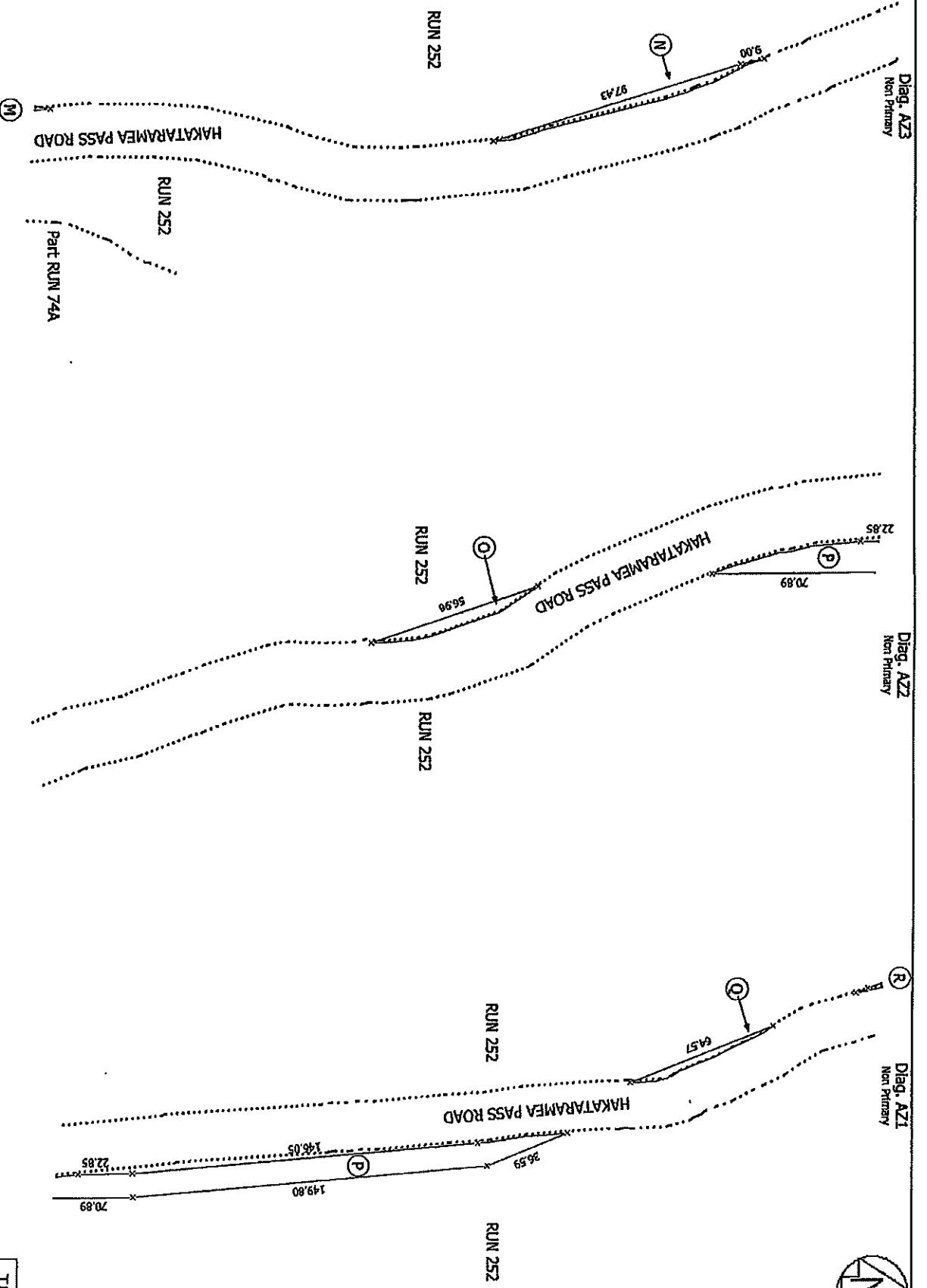
Digital Title Plan  
LT 409443  
Approved on: 22/09/2009

T 3716



Land District Canterbury	Easements over Run 252, Run 253, Pt Run 74A and Crown Land (River Bed)	Surveyor: Vergne Wilson Firm: Southern Land CCL	Digital Title Plan LT 409443 Approved on: 22/09/2009
Digitally Generated Plan Generated on: 22/09/2009 12:45pm Page 7 of 19		T 4716	





Diag. AZ3  
Non Primary

Diag. AZ2  
Non Primary

Diag. AZ1  
Non Primary

Land District Canterbury

Easements over Run 252, Run 253, Pt Run 74A and Crown Land (River Bed)

Surveyor: Vergne Wilson  
Firm: Southern Land CkL

Digital Title Plan  
LT 409443

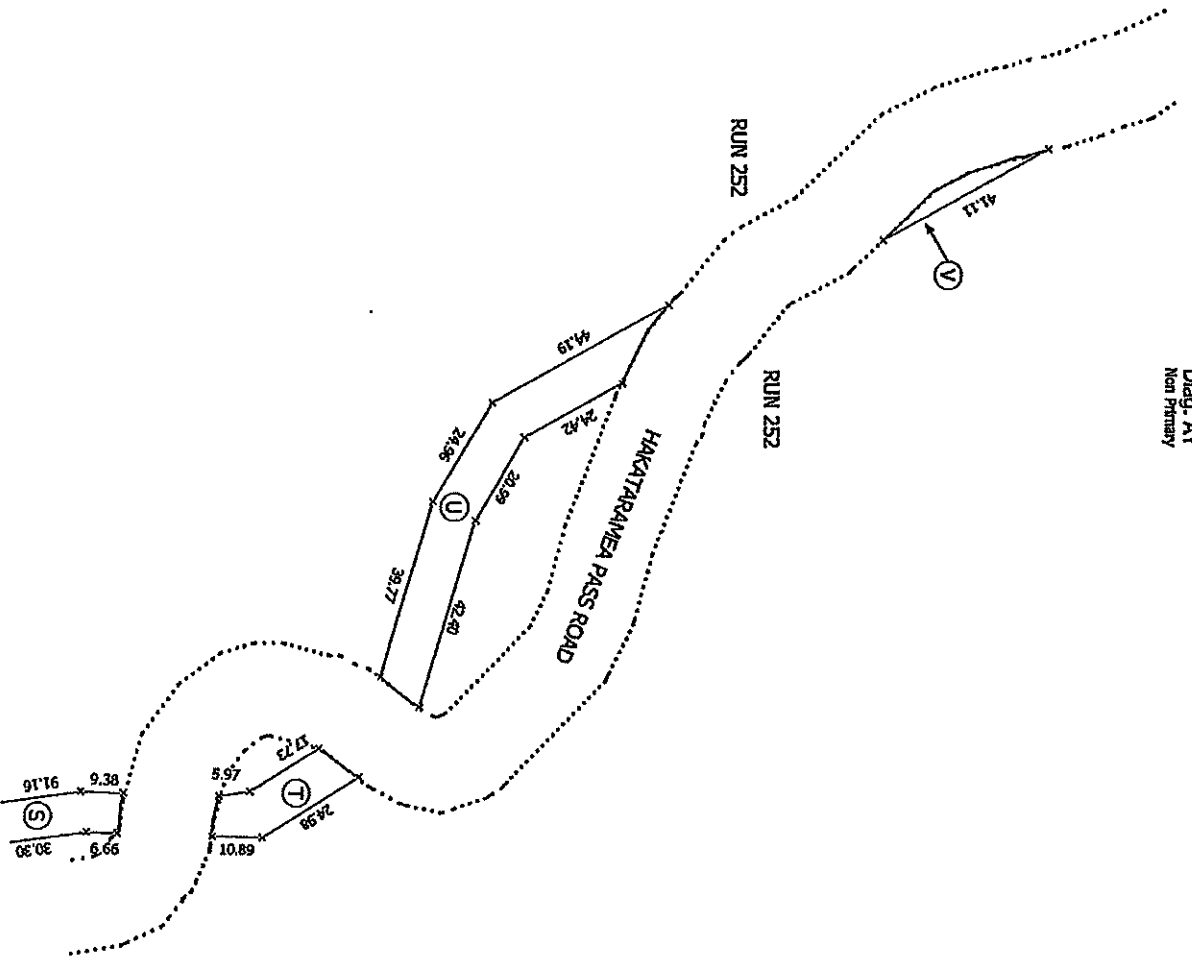
Approved on: 22/09/2009

Digitally Generated Plan  
Generated on: 22/09/2009 12:45pm Page 3 of 19

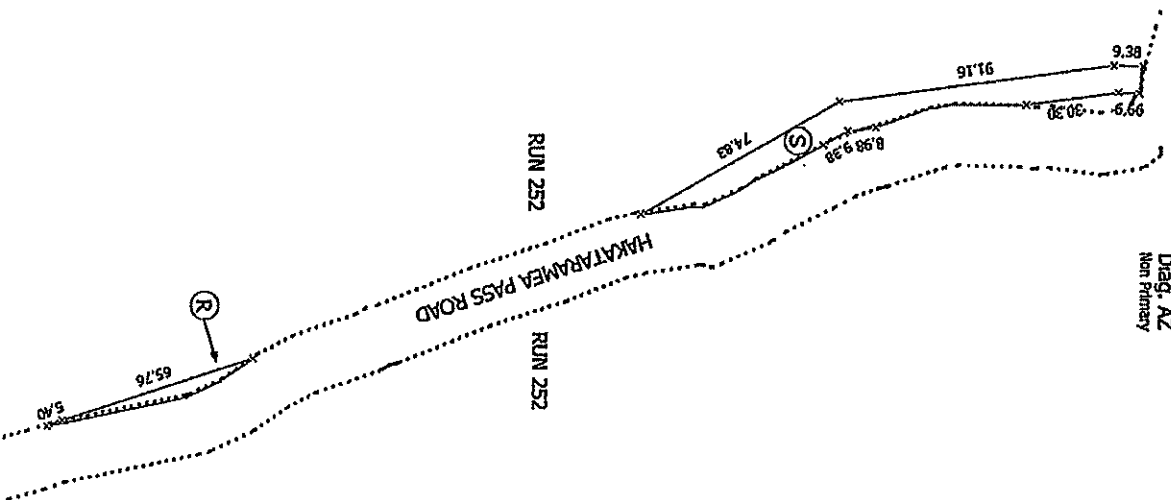
T 6/16



Diag. AY  
Non Primary



Diag. AZ  
Non Primary



Land District: Canterbury

Easements over Run 252, Run 253, Pt Run 74A and Crown Land (River Bed)

Surveyor: Verge Wilson  
Firm: Southern Land C.L.

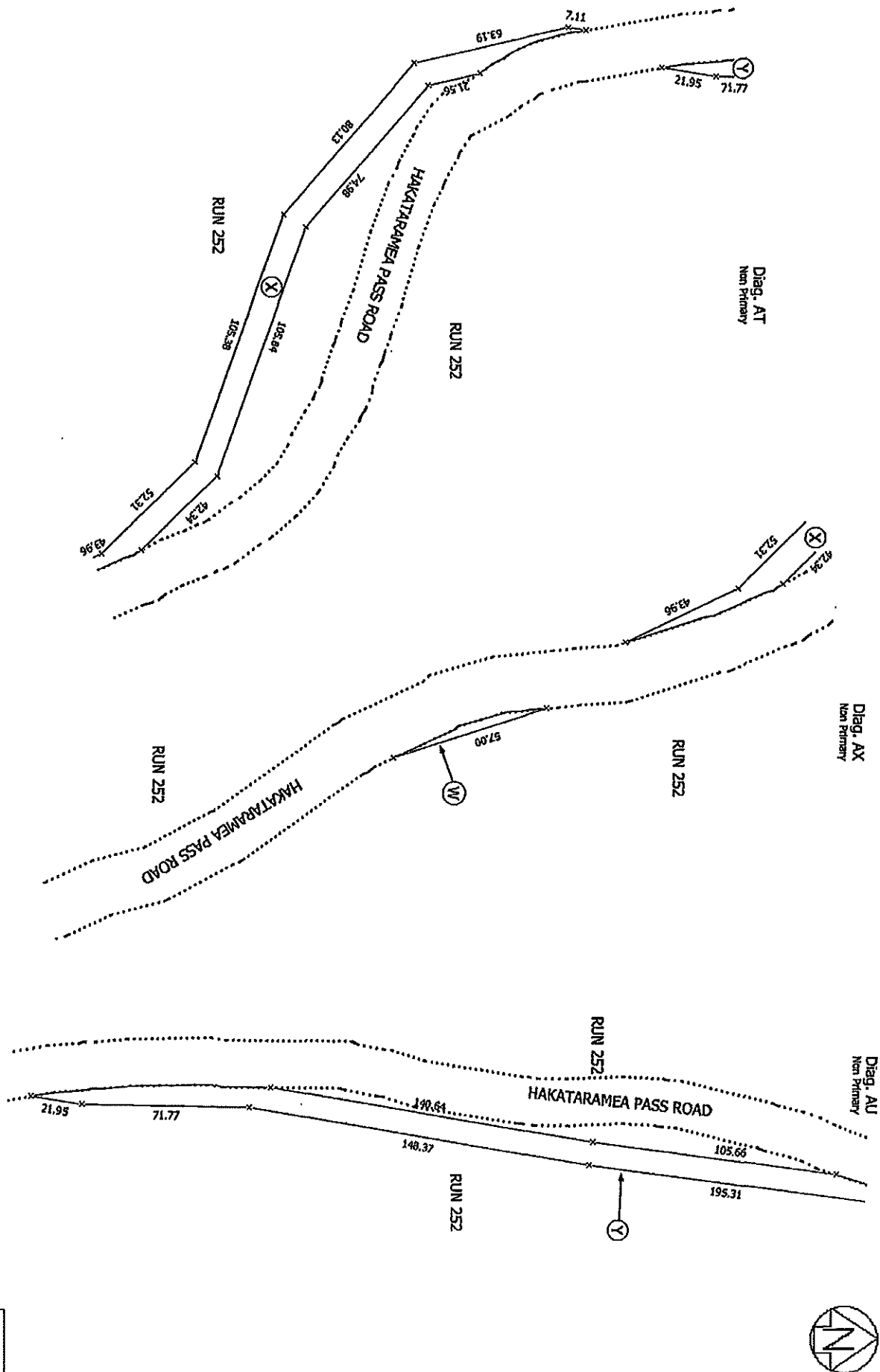
Digital Title Plan  
LT 409443

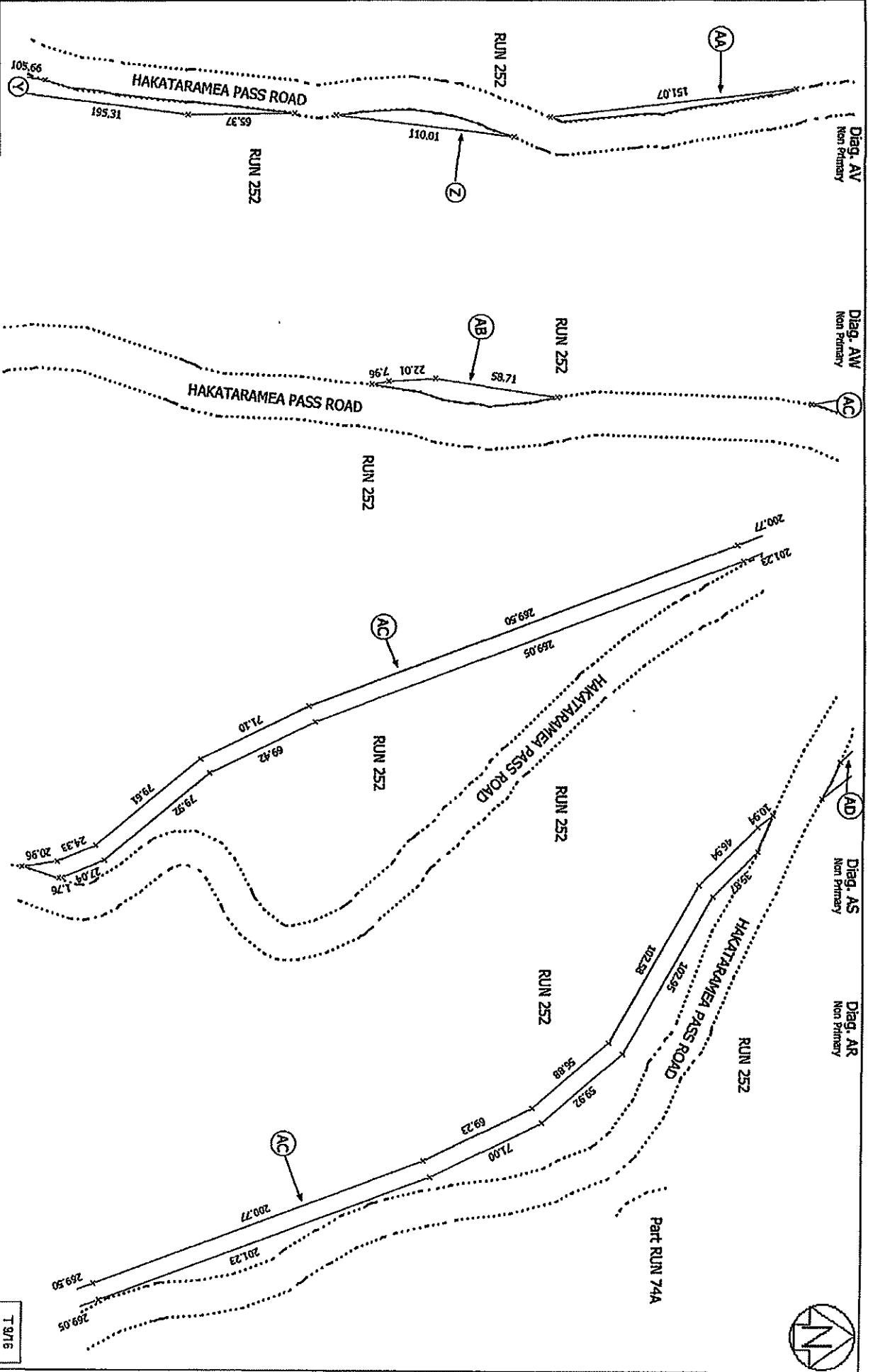
Approved on: 22/09/2009

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T 7/16

T 6716





Diag. AV  
Non Primary

Diag. AW  
Non Primary

Diag. AS  
Non Primary

Diag. AR  
Non Primary

Land District Canterbury

Easements over Run 252, Run 253, Pt Run 74A and Crown Land (River Bed)

Surveyor: Vergne Wilson  
Firm: Southern Land CkL

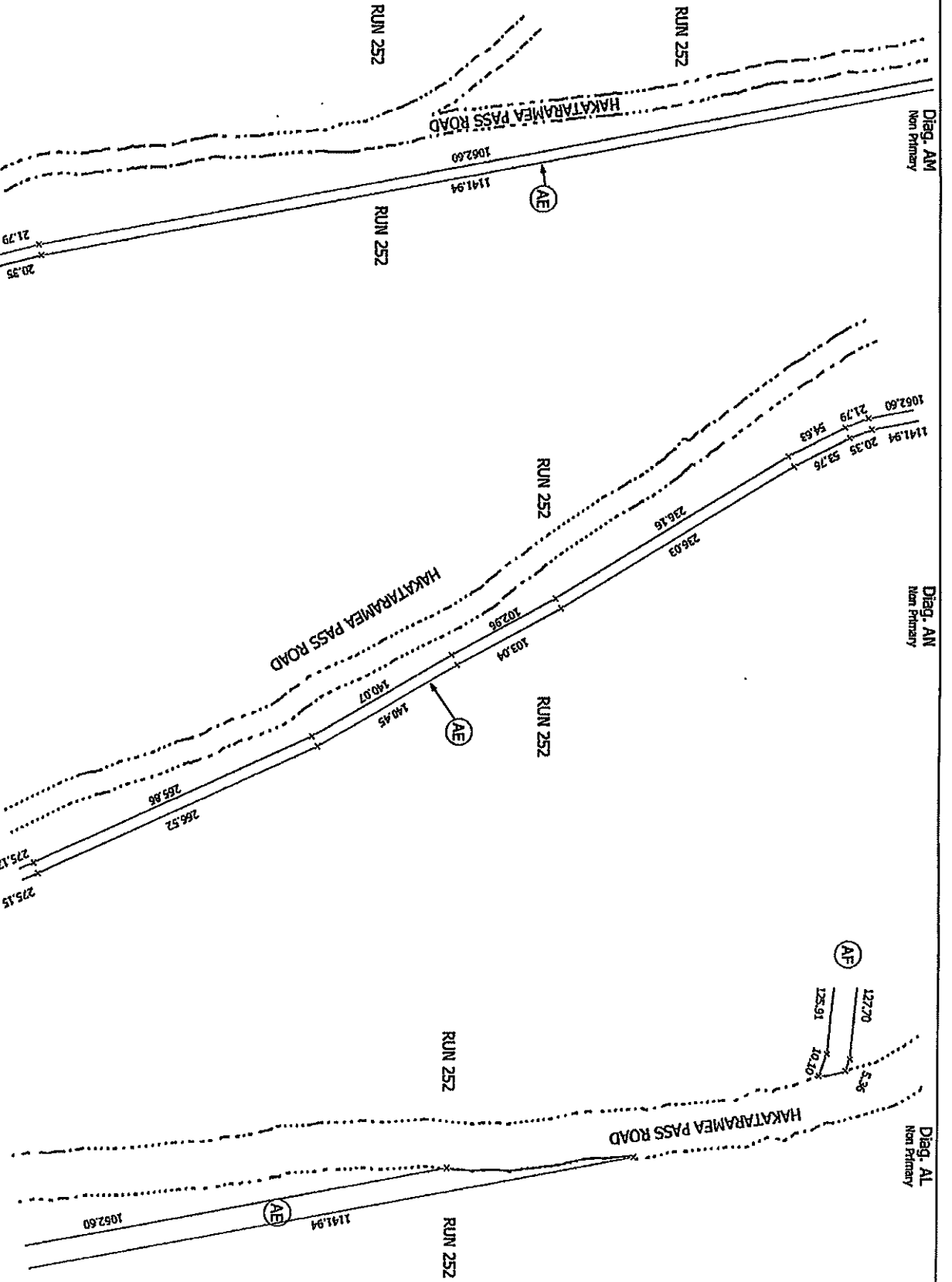
Digital Title Plan  
LT 409443

Approved on: 22/09/2009

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T 9/16





Land District Canterbury

Easements over Run 252, Run 253, Pt Run 74A and Crown Land (River Bed)

Surveyor: Verge Wilson  
Firm: Southern Land CXL

Digitally Generated Plan

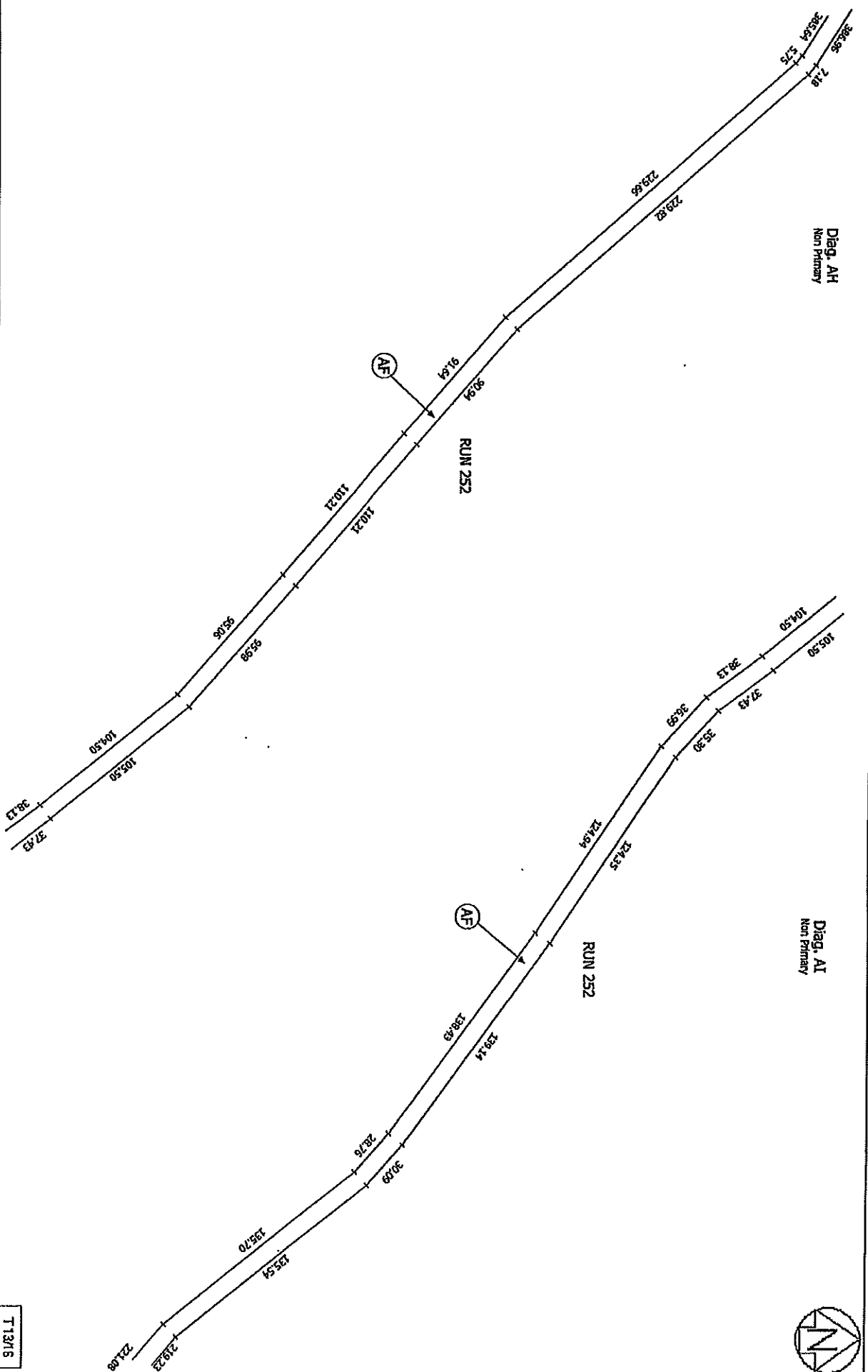
Generated on: 22/09/2009 12:45pm Page 14 of 13

Digital Title Plan  
LT 409443

Approved on: 22/09/2009

T11/16







Diag. AG  
Non Primary

45.97  
45.32

518.64  
517.85

AF

RUN 252

Diag. AF  
Non Primary

322.76  
322.60  
100.70  
100.01

RUN 252

459.61  
458.95

AF

45.97  
45.32  
518.64  
517.85

7.18  
5.25

T14716

Land District: Canterbury

Easements over Run 252, Run 253, Pt Run 74A and Crown Land (River Bed)

Digitally Generated Plan  
Generated on: 22/09/2009 12:45pm Page 17 of 19

Surveyor: Virginia Wilson  
Firm: Southern Land Ctd.

Digital Title Plan  
LT 409443  
Approved on: 22/09/2009





Diag. AD  
Non Primary

Diag. AE  
Non Primary

31.72  
33.11

637.39  
31.12  
637.18  
31.86

322.76  
322.60

400.78  
100.01

AF

AF

RUN 252

RUN 252

Diag. AC  
Non Primary

637.39  
637.18

60.42  
59.65

31.42  
31.86

389.52  
389.36

RUN 252

AF

101.59  
102.98

31.72  
33.11

Land District: Canterbury

Easements over Run 252, Run 253, Pt Run 74A and Crown Land (River Bed)

Digitally Generated Plan

Generated on: 22/09/2009 12:45pm Page 18 of 19

Surveyor: Yvonne Wilson  
Firm: Southern Land C/L

Digital Title Plan

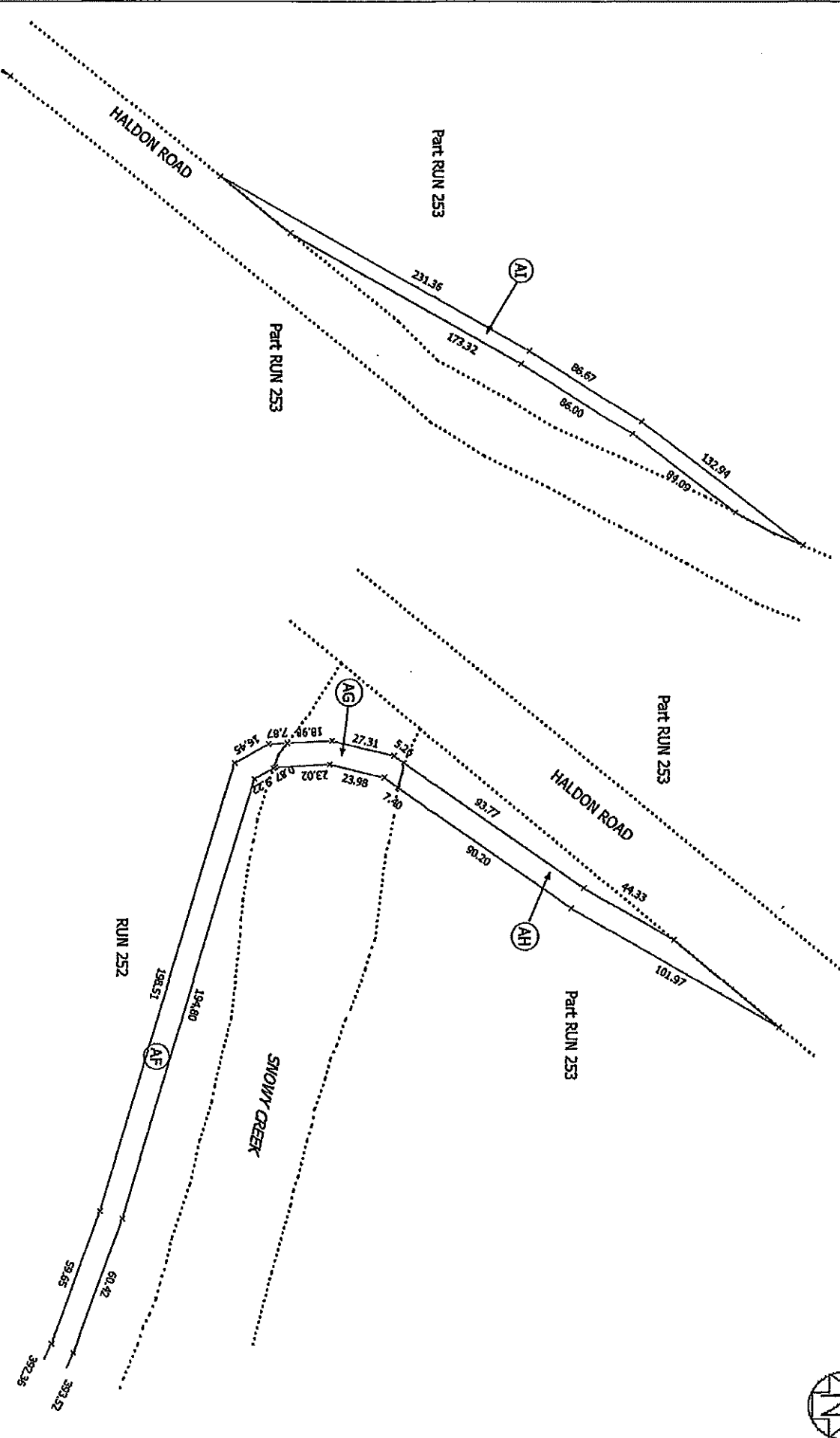
LT 409443

Approved on: 22/09/2009

T 15/15

Diag. AB  
Non Primary

Diag. AA  
Non Primary



Land District Canterbury

Easements over Run 252, Run 253, Pt Run 74A and Crown Land (River Bed)

Surveyor: Verigne Wilson  
Firm: Southern Land CCL

Digital Title Plan  
LT 409443

Approved on: 22/09/2009

T16716

Digitally Generated Plan  
Generated on: 22/09/2009 12:43pm Page 19 of 19



# Digital Title Plan - LT 409442

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<b>Survey Number</b>	LT 409442
<b>Surveyor Reference</b>	L4025 Meridian Energy Grampians Station
<b>Surveyor</b>	Vergne Wilson
<b>Survey Firm</b>	Southern Land CKL
<b>Surveyor Declaration</b>	I Vergne Wilson, being a person entitled to practise as a licensed cadastral surveyor, certify that - (a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2; (b) This dataset is accurate, and has been created in accordance with that Act and those Rules. Declared on 13/02/2009.

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## Survey Details

<b>Dataset Description</b>	Basements over Pt Run 253	<b>Survey Class</b>	Class III Cadastral Survey
<b>Status</b>	Approved as to Survey	<b>Survey Approval Date</b>	23/02/2009
<b>Land District</b>	Canterbury	<b>Deposit Date</b>	
<b>Submitted Date</b>	13/02/2009		

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## Territorial Authorities

Mackenzie District

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## Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Marked B Deposited Plan 409442	Easement		
Marked A Deposited Plan 409442	Easement		
<b>Total Area</b>		0.0000 Ha	

## Schedule / Memorandum

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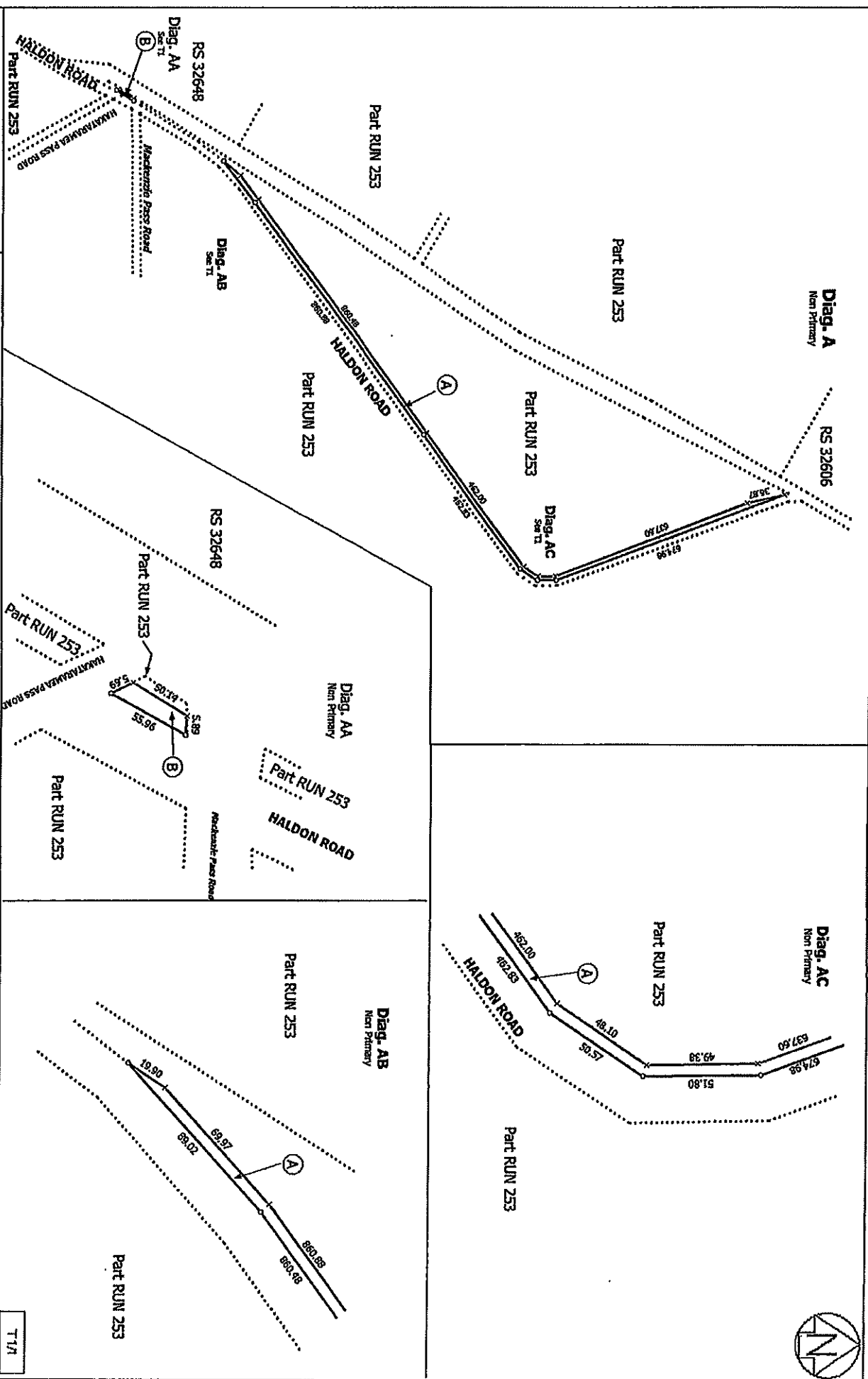
Land Registration District

**CANTERBURY**

Plan Number

**DP 409442**

<b>Schedule of Easements in Gross</b>			
<b>Purpose</b>	<b>Shown</b>	<b>Servient Tenement</b>	<b>Grantee</b>
Right to Convey Telecommunications & Computer Media	A, B	Part Run 253	Meridian Energy Limited



**Form 22**

**Easement instrument to grant easement ~~or profit à prendre~~**

(Section 109 Land Transfer Act 2017)

**Grantor**

Commlssloner of Crown Lands (under the Land Act 1948)

**Grantee**

Meridian Energy Limited

**Grant of Easement ~~or Profit à prendre~~**

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) ~~or profit(s) à prendre~~ set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose of Easement, <del>or profit</del>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or In gross
Right to convey telecommunications and computer media	"A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z", "AA", "AB", "AC", "AD", "AE" and "AF" on DP 409443	Run 252 (CB529/50)	In gross
Right to convey telecommunications and computer media	"AH" and "AI" on DP 409443	Part Run 253 (CB529/50)	In gross
Right to convey telecommunications and computer media	"A" and "B" on DP 409442	Part Run 253 (CB529/50)	In gross

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**Easements ~~or profits à prendre~~ rights and powers (including terms, covenants and conditions)**

*Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby ~~[varied]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017]~~

~~[the provisions set out in Annexure Schedule 1 ]~~

## **Annexure Schedule 1**

### **1. INTERPRETATION**

#### **1.1 In this Easement Instrument unless the context otherwise requires:**

**"Construct"** includes construct, install, lay, inspect, use, replace, and remove and **"Construction"** has a similar meaning.

**"Easement Facility"** means wires, cables and fibre optic cables (containing wire or other media conducting materials), ducts, surface boxes, towers, poles, transformers, switching gear, other equipment suitable for that purpose, and anything in replacement or substitution.

**"Easement Land"** means the area of the Burdened Land marked:

- (a) "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z", "AA", "AB", "AC", "AD", "AE", "AF", "AH", and "AI" on DP 409443 within which the Grantee may exercise the rights granted by this Easement Instrument; and
- (b) "A" and "B" on DP 409442 within which the Grantee may exercise the rights granted by this Easement Instrument.

**"Equipment"** includes equipment, tools, Machinery, cables, lines, wires and all materials and items required for the purposes of exercising any of the rights granted by this Easement Instrument.

**"Fixtures"** includes supports, insulators, casings, devices, apparatus, appliances, antennas, conductors, poles and all associated appurtenances and also points, aerial crossing bridges, bridge abutments and metering devices.

**"Grantee"** includes the Grantee's engineers, surveyors, agents, employees, workers, invitees, licencees, contractors, servants, lessees and tenants with or without any Vehicles, Machinery or Equipment.

**"Easement Instrument"** means this Easement (including these conditions) as it may be varied from time to time.

**"Lessee"** means the lessee of the Burdened Land under the Pastoral Lease including any agents, employees, workers, invitees, licencees and contractors.

**"Machinery"** includes cranes, drilling rigs, plant, pile drivers, excavators and other similar tools and machinery.

**"Maintain"** includes maintain, repair, renew, alter, and inspect and **"maintenance"** has a similar meaning.

**"Pastoral Lease"** means the pastoral lease of the Burdened Land held by the Lessee, being the Gramplans Station Pastoral Lease (PT 022).

**"Structures"** includes buildings, towers, poles, structures, repeaters, pipes, cables, bridges, roads, walls, frames, and fences of any kind.



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**"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 trucks, tractors, cars, bicycles, motorcycles (2 and 4 wheeled), aircraft and trailers 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 in the locality in which the Easement Land is situated.

1.2 In the interpretation of this Easement Instrument unless the context otherwise requires:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement Instrument;
- (b) 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 substitution provisions that substantially correspond to those referred to; and
- (c) 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 right to convey telecommunications and computer media easement (in gross) in perpetuity, together with the following incidental rights and powers:

- (a) The right to Construct the Easement Facility to convey telecommunications and computer media on the Easement Land. The Easement Facility shall run under the Easement Land;
- (b) The right to Maintain and operate the Easement Facility on the Easement Land;
- (c) The right from time to time and at all times to enter, exit, pass and remain on, under or over the Easement Land for all purposes reasonably necessary for the exercise of the rights granted under this Easement Instrument with or without Vehicles or Machinery necessary for such purposes but subject to the limitations expressed in this Easement Instrument; and
- (d) The rights granted under this Easement Instrument are non-exclusive and are exercisable in common with the Grantor and any other person having similar rights either now or in the future.

## 3. CONSIDERATION

3.1 In consideration of the grant of easement in this Easement Instrument:

- (a) The Grantee has paid to the Grantor the required consideration; and
- (b) The Grantee shall observe the obligations imposed on it under this Easement Instrument.

## 4. OBLIGATIONS OF THE GRANTEE

4.1 The Grantee shall when on the Burdened Land:

- (a) Wherever possible remain on the formed roads and tracks and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- (b) Immediately after passing through any gates, close such of them as were closed and lock such of them as were locked immediately before such passing through;

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- (c) Take all reasonable precautions for guarding against any danger (including, but without limitation, fire, physical damage or disease), and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this clause 4.1(c)) comply with all reasonable conditions that may be imposed from time to time by the Grantor or any lawful authority;
- (d) Ensure that as little damage or disturbance as possible is caused to the surface and riparian environment of the Burdened Land and that the surface and riparian environment is restored as nearly as possible to its former condition and any other damage done by reason of the activities permitted on the Easement Land by this Easement Instrument is similarly restored; and
- (e) The Grantee shall, at its cost, repair to the satisfaction of the Grantor any part of the Burdened Land, including the tracks, fences, gates, drains, buildings or other structures, which is damaged directly or indirectly by the Grantee.

- 4.2 The Grantee shall at all times in the exercise of the rights set out in this Easement Instrument not obstruct or hamper the Grantor, or any agents, employees and contractors of the Grantor.
- 4.3 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 Easement Instrument on the Burdened Land, or do any other thing which would affect the ability of the Grantor to use the Burdened Land.
- 4.4 The Grantee shall comply at all times with all laws (including statutes and regulations and codes of practice) placing obligations on the Grantee in respect of the Easement Land and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.
- 4.5 The Grantee shall prevent the fibre optic cables and any Structures and Fixtures from becoming a danger or a nuisance.
- 4.6 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 any part of the Burdened Land at the request of the Grantee.
- 4.7 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 at Work Act 2015 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 the Burdened Land and/ or the Easement Land.
- 4.8 The Grantee shall not use Vehicles on the Easement Land prohibited by the Grantor.
- 4.9 The Grantee shall compensate the Lessee to the extent of the Lessee's loss if there is any damage to stock on the Burdened Land caused by the Grantee's acts or omissions.
- 4.10 The Grantee shall not enter onto the Burdened Land for any purpose other than that permitted by this Easement Instrument.

## **5. OBLIGATIONS OF THE GRANTOR**

- 5.1 The Grantor shall not do anything on the Easement Land whereby the rights, powers and liberties granted to the Grantee by this Easement Instrument may be interfered with unless otherwise provided for within this in this Easement Instrument.

## **6. FIRES AND BURN-OFF**

- 6.1 The Grantor shall not light or permit to light any fires or burn off Vegetation within the Easement Land and or close proximity to the Easement Land without the consent of the Grantee (which will not be unreasonably withheld) such consent to be applied for by telephoning the Grantee's nominated office at least five (5) Working Days prior to the lighting of any such fire.

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**7. OWNERSHIP OF STRUCTURES**

- 7.1 All Structures and Fixtures placed by the Grantee on the Easement Land for the purposes of exercising the rights of the Grantee created by this Easement Instrument will remain the property of the Grantee and will not for any reason become the property of the Grantor.
- 7.2 The Grantee will, on the expiry of the term granted or earlier termination of the rights created by this Easement Instrument, remove all Structures and Fixtures from the Easement Land within one month and will restore the Burdened Land as nearly as possible to the condition that it was in at the commencement of this Easement Instrument.
- 7.3 If the Grantee has not taken the steps set out in clause 7.2 of this Easement Instrument within the specified time, the Grantor may remove all Structures and Fixtures from the Easement Land and restore the Burdened Land as nearly as possible to the condition that it was in at the commencement of this Easement Instrument and recover all costs incurred from the Grantee.

**8. COSTS**

- 8.1 The Grantee shall bear all costs and expenses (including the Grantor's legal costs and expenses) in relation to the preparation and enforcement of any provisions in this Easement Instrument.
- 8.2 All costs of the Construction, operation and maintenance of Structures and Fixtures, and the carrying out of all associated works permitted by this Easement Instrument shall be at the Grantee's cost.

**9. INDEMNITY**

- 9.1 The Grantee hereby indemnifies the Grantor against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor in connection with this Easement Instrument or as a result of the exercise by the Grantee of its rights under this Easement Instrument, or any breach by the Grantee of its obligations, undertakings or warranties contained or implied in this Easement Instrument.

**10. GRANTOR'S LIABILITY EXCLUDED**

- 10.1 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 Easement Instrument or any activity undertaken by the Grantor on the Burdened Land, whether the expense, cost, loss, injury or damage is the direct or indirect result of negligence or otherwise.

**11. ASSIGNMENT**

- 11.1 The Grantee may not transfer, lease, assign or licence all or any part of its interest in the Easement Land without the prior written consent of the Grantor such consent not to be unreasonably withheld. Any such transfer, lease, assignment or licence shall be subject to the rights and obligations set out in this Easement Instrument (and any such other rights and obligations as the Grantor may reasonably require).

**12. TERMINATION**

- 12.1 The Grantor may terminate the rights created by this Easement Instrument if the Grantee breaches any of the terms of this Easement Instrument 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.
- 12.2 If the breach remains unrectified (or is unable to be rectified) then termination must be by written notice from the Grantor.
- 12.3 Upon termination (for whatever reason) of the grant of easement evidenced by this Easement Instrument all rights of the Grantee shall immediately cease (subject to clause 7.2 of this Easement Instrument) but the Grantee shall not be released from any liability to pay consideration or other moneys up to date of termination.

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- 12.4 Upon termination the Grantee shall formerly surrender the rights under this Easement Instrument and surrender the grant of easement.

**13. RESOLUTION OF DISPUTES**

- 13.1 If any dispute arises between the Grantor and the Grantee concerning the rights and obligations created by this Easement Instrument, the parties will enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within 20 Working Days of the date on which the dispute was notified, that parties will submit to arbitration of an independent arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator within a further 10 Working Days the President or his nominee for the time being of the New Zealand Law Society will appoint an independent arbitrator in the area. In the event that the President of the New Zealand Law Society fails or refuses to appoint an arbitrator, either party may request the High Court to make an appointment. The appointment decision of the High Court may not be appealed. The arbitration proceedings will be conducted in accordance with the Arbitration Act 1996, excluding the Second Schedule thereof, and the parties' execution of this Easement Instrument shall be deemed to be a submission to arbitration provided that this clause shall be subject in all respects to the provisions of section 17 of the Land Act 1948.

**14. NOTICES**

- 14.1 Any notice to be given by the Grantee under this Easement Instrument to the Grantor shall be in writing and shall be forwarded by either delivering or posting it to the address or facsimile number set out below or to such address or facsimile number notified by the address in writing to the Grantee as follows:

Land Information New Zealand  
Crown Property Management  
Lambton House  
160 Lambton Quay  
PO Box 5501  
WELLINGTON  
Fax Number: 04 460 0590

- 14.2 Any notice to be given by the Grantor under this Easement Instrument to the Grantee shall be in writing and shall be forwarded by either delivering or posting it to the Grantee's registered office or address for service or delivering it to a box at a document exchange which the company is using at the time, or by sending it by facsimile machine to a telephone number used for the transmission of documents by facsimile at the Grantee's registered office or address for service or its head office or principal place of business. The Grantee's current registered office and fax number are as follows:

Meridian Energy Limited  
Level 2  
Lady Elizabeth Lane  
Wellington Central  
WELLINGTON 6011  
Fax Number: 04 381 1201

Attention: General Counsel

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

- (a) If posted, three 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.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

**15. SEVERABILITY**

- 15.1 If any part of this Easement Instrument is held by any court or administration body of competent jurisdiction to be illegal, void, or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in full force.

**16. NO WAIVER**

- 16.1 A waiver of any provision of this Easement Instrument 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.
- 16.2 A failure, delay or indulgence by one party in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right shall not preclude further exercises of that power or right or the exercise of any other power or right.

**17. GRANTOR'S RIGHTS OF DELEGATION**

- 17.1 All rights, benefits and obligations of the Grantor arising under this Easement Instrument 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 Easement Instrument.

**18. COVENANTS IMPLIED BY LAND TRANSFER ACT 2017**

- 18.1 The rights and powers implied in the Fifth Schedule to the Land Transfer Regulations 2018 are specifically excluded and replaced with those contained in this Easement Instrument.

## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Jason Adam Stein, General Counsel, of Wellington, certify that:

1. By power of attorney dated 19 December 2017 ("**Power of Attorney**"), Meridian Energy Limited of 33 Customhouse Quay, Wellington, New Zealand appointed each of the persons from time to time holding the office of Chief Executive, Chief Financial Officer, General Manager Generation and Natural Resources and General Counsel, or such other office with the Company howsoever designated as may from time to time replace or succeed any such office (each being an Attorney) to be its attorneys to act jointly with at least one other attorney of Meridian Energy Limited (whether or not appointed under the Power of Attorney) on the terms and subject to the conditions set out in the Power of Attorney.
2. The Power of Attorney has been deposited with Land Information New Zealand under Supporting Document number 1779877.
3. I am General Counsel of Meridian Energy Limited.
4. At the date of this certificate I have not received any notice or information of the revocation of the appointment by the dissolution (however occurring) of Meridian Energy Limited or otherwise.
5. The annexed document will, on execution, comply with all conditions and restrictions set out in the Power of Attorney and I am authorised by the Power of Attorney to execute the annexed document.



Jason Adam Stein  
General Counsel

Signed at Wellington this *19th* day of *November* 2019.

## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Michael John Roan, Chief Financial Officer, of Wellington**, certify that:

1. By power of attorney dated 19 December 2017 ("**Power of Attorney**"), Meridian Energy Limited of 55 Lady Elizabeth Lane, Wellington, New Zealand appointed each of the persons from time to time holding the office of Chief Executive, Chief Financial Officer, General Manager Generation and Natural Resources and General Counsel, or such other office with the Company howsoever designated as may from time to time replace or succeed any such office (each being an Attorney) to be its attorneys to act jointly with at least one other attorney of Meridian Energy Limited (whether or not appointed under the Power of Attorney) on the terms and subject to the conditions set out in the Power of Attorney.
2. The Power of Attorney has been deposited with Land Information New Zealand under Supporting Document number 1779877.
3. I am the Chief Financial Officer of Meridian Energy Limited.
4. At the date of this certificate I have not received any notice or information of the revocation of the appointment by the dissolution (however occurring) of Meridian Energy Limited or otherwise.
5. The annexed document will, on execution, comply with all conditions and restrictions set out in the Power of Attorney and I am authorised by the Power of Attorney to execute the annexed document.



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Michael John Roan  
Chief Financial Officer

Signed at Wellington this *10th* day of *November* 2019

## Execution Section

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

**SIGNED** for and on behalf of the  
**Commissioner of Crown Lands**  
by Jerome Sheppard pursuant to a  
delegation under the Crown  
Pastoral Land Act 1998 in the  
presence of:

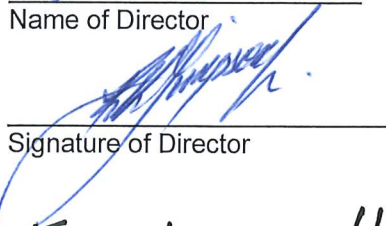
  
Jerome Sheppard  
Witness

EXECUTIVE ASSISTANT  
Occupation

LINZ, 155 THE TERRACE  
Address  
WELLINGTON

**Signed by GRAMPIANS STATION  
LIMITED** by two of its directors

ROBERT KURUPATIRUK SIMPSON  
Name of Director

  
Signature of Director

Eve Lorna Hope  
Name of Director

  
Signature of Director