

# Annual Report to the Overseas Investment Office

**This Annual Report template sets out the required structure and content for reporting on your conditions of consent.**

We will rely on the information in this document to review and assess your compliance with the conditions of your consent. It is an offence to make a false or misleading statement or material omission in any information or document provided to the Overseas Investment Office (OIO) ([s46](#)).

Instructions:

- **Please do not remove the instruction text from this template.**
- Download this template from our [website](#) before each use to ensure you have the latest version.
- Review the brief guidance in each section of this template to ensure you supply us with the required information.
- Be concise and write in plain English – if after reviewing your report we need more information, we will ask you for it.
- The formatting of this template has been kept as simple as possible so that you can adapt it to suit your own information and document management systems. You can customise the template e.g. with your own logo etc.
- Tables, diagrams, maps, schedules etc should be added as appendices to your Annual Report rather than being inserted within this template.
- Contact the OIO if you have any questions about this template or your consent generally (+64 4 462 4490, [oio@linz.govt.nz](mailto:oio@linz.govt.nz)).

## Electronic Filing Requirements

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Your Annual Report must be submitted electronically. Documents should be provided in PDF form unless otherwise advised. Documents should be provided by link to a secure download site (preferred) or encrypted USB or CD/DVD (note: electronic media will be securely destroyed after use). If necessary, your Annual Report may be emailed to [OIOmonitoring@linz.govt.nz](mailto:OIOmonitoring@linz.govt.nz) (maximum 10MB per email).

Please ensure your PDF report is:

- 'Printed to PDF', or scanned and OCR'd (i.e. all text in the document can be copied)
- Free from security restrictions
- In colour (if the document contains colour)
- If scanned, at 300 dpi (where possible)

**Please do not provide a hard copy version of your report.**

## Consent Holder's Signature

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	25 February 2022
<b>Neil Mistry</b> Senior Solicitor, Chapman Tripp	<b>25 February 2022</b>

## Summary of Key Information

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<b>Date consent granted</b>	7 July 2011
<b>Case number</b>	201110070
<b>Consent holder</b>	PSA Capital Limited
<b>Land/Asset</b>	Land at Porters Ski Field
<b>Report due date</b>	28 February 2022
<b>Report prepared by</b>	Chapman Tripp
<b>Contact details of preparer</b>	Neil Mistry Senior Solicitor T: 03 353 0115 E: neil.mistry@chapmantripp.com

## Section A: Report on Conditions

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Please start a new page for each condition.

### **Conditions 1 and 8: Complete acquisition**

Set out condition wording as in consent.

1. The consent will lapse if the Investment has not been acquired by and transferred to the Applicant by 31 December 2021.
8. The Applicant must:
  - (a) transfer to MOC the Steep Head Gully Land in exchange for MOC transferring the PCL Land to the Applicant in accordance with the Land Swap Agreement;
  - (b) surrender the Crystal Stream and the Upper Porters Valley and Porter River from the registered lease in Computer Interest Register CB11B/614 as referred to in paragraph 5.3(ii) of the Application in accordance with the Land Swap Agreement;
  - (c) register a deed of encumbrance or covenant in gross over the "PCL Land" (effective from the beginning of the development of Porters Ski Area), to be in perpetuity and requiring the Applicant to pay an annual management fee to MOC as referred to in paragraph 5.3(iii) of the Application within twelve months of the date of acquisition of the "PCL Land", and making provision for public access;
  - (d) provide registered public access rights to MOC to the balance of the lease area at Porters ski area as referred to in paragraph 5.3(iv) of the Application within twelve months of the date of acquisition of the "PCL Land";
  - (e) [deleted]
  - (f) procure a public access easement to MOC to the "Steep Head Gully Land" as referred to in paragraph 5.3(vi) of the Application contemporaneously with settlement and registration of the land swap under the Land Swap Agreement entered into with MOC;
  - (g) commence a pest and predator control programme at "Steep Head Gully" as referred to in paragraph 5.3(vii) of the Application within twelve months of the date of registration of the land swap under the Land Swap Agreement entered into with MOC and complete the programme within 10 years of commencement;
  - (h) commence a vegetation programme at "Steep Head Gully" as referred to in paragraph 5.3(viii) of the Application within twelve months of the date of acquisition of the "Steep Head Gully Land" and complete the programme within 10 years of commencement;
11. The Applicant must lodge a report as follows:
  - (b) to contain information about:
    - (i) Evidence of completion of the obligations in condition 8;
    - (ii) The local authority consents obtained for the development of the Porters Ski Area;

- (iii) The number of full-time equivalent (FTE) employees employed at the Porters Ski Area in the previous two calendar years;
- (iv) Evidence of the funds used for the capital expenditure incurred in the development of the Porters Ski Area.

### **First year reporting**

Include a brief summary of progress towards meeting the condition during the year.

Please attach other evidence such as photographs, maps, invoices, consents if this will help us to understand your report.

The electronic dealing and manual registration of documents relating to conditions 8(a) to (f) (inclusive) were submitted to LINZ for registration on 23 December 2021 under dealing number 10929704, as part of a complex dealing involving a subdivision that will create new titles, encumbrances, easements, and registration of associated instruments on those new titles. As at the date of this report, LINZ is still processing the dealing.

Once the dealing has been registered, the Consent Holder will be able to commence the requirements of conditions:

1. 8(g) (commencement of pest and predator control programme);
2. 8(h) (commence vegetation programme);
3. 9 (undertake construction development); and
4. 11(b) (updates regarding development).

In the meantime, we attach in Appendix 1 the copies of the documents submitted to LINZ for registration to comply with conditions 8(a) to 8(f) (inclusive).

### **Second year reporting**

Include a brief summary of progress towards meeting the condition during the year.

Please attach other evidence such as photographs, maps, invoices, consents if this will help us to understand your report.

Not Applicable

### **Third year reporting (etc.)**

Not Applicable.

**Condition Y: Name of condition**

Set out condition wording as in consent.

Not Applicable

**First year reporting**

Include a brief summary of progress towards meeting the condition during the year.

Please attach other evidence such as photographs, maps, invoices, consents if this will help us to understand your report.

Not Applicable

**Second year reporting**

Include a brief summary of progress towards meeting the condition during the year.

Please attach other evidence such as photographs, maps, invoices, consents if this will help us to understand your report.

Not Applicable

**Third year reporting (etc.)**

Not Applicable

Released under the Official Information Act 1982

## **Section B: Measuring benefit to New Zealand**

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This section is for you to provide the information we requested to enable us to measure the benefits you have brought to New Zealand through your investment (see paragraph 2 of the 'Reporting conditions' section of your consent).

Include a brief summary of the information requested, and attach photographs, spread sheets etc if this will help us to understand your report.

### ***Information required***

Set out information requested in consent

Not Applicable

### ***Information***

Include a brief statement of the information requested, and attach photographs, spread sheets etc if this will help us to understand your report.

Not Applicable

Released under the Official Information Act 1982

## Section C: Other information

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This section is for you to update the contact and other details you gave us when you applied for consent, to provide any other information you think will help us monitor your compliance with the conditions, and for you to make any special requests regarding confidentiality.

### Updated details

Several of the standard conditions that apply to your consent require you to tell us when particular events occur. For example, to tell us:

- when you have acquired the Land or Asset and provide details including about the price and acquisition structure,
- about changes that affect you, the people who control you, or people you control. For example, when an Individual Who Controls You ceases to be of good character, commits an offence or contravenes the law anywhere in the world, or becomes bankrupt,
- if your [NZ Service Address](#) changes.

We recommend you take this opportunity to double check that you have updated us as required. If not, use this section to tell us about changes.

Not Applicable

### Other information

Include a brief summary of the other information you wish to provide, and explain its relevance to our monitoring of your compliance with conditions.

Not Applicable

### Confidentiality

The OIO is subject to the Official Information Act 1982. Any request for confidentiality must make direct reference to the provisions of the Official Information Act 1982 that you consider justify the withholding of the information. Review our [website](#) and the [practice guidelines](#) issued by the Office of the Ombudsman before making a request.

## List of Appendices

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List all appendices attached to your Annual Report.

<b>Appendix 1</b>	Registered instruments complying with condition 8
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Released under the Official Information Act 1982





## View Dealing Details

<b>Dealing Number</b>	10929704	<b>Previous Dealing Number</b>
<b>Last Modified</b>	23/12/2021 15:26:28	
<b>Last Modified By</b>	Caroline Rose Mason	
<b>Client Reference</b>	03-260-2579 PSA	
<b>Responsible for Submit</b>	Transferee's Representative	
<b>Last Pre-validated</b>	Pre-validation failed on 23/12/2021 15:35	

### Instruments

<b>1</b>	<b>WX</b>	<b>Withdrawal of Caveat</b>	<b>Affected Records of Title</b>	Lodged
		<b>Caveator's Representative</b>	CB28A/1210	
		Primary Contact	Andrew Nicholas Crosbie Woods	CB28A/1213
		Conveyancing Professional	Andrew Nicholas Crosbie Woods	CB406/4
<b>2</b>	<b>WX</b>	<b>Withdrawal of Caveat</b>	<b>Affected Records of Title</b>	Lodged
		<b>Caveator's Representative</b>	CB28A/1211	
		Primary Contact	Caroline Rose Mason	
		Conveyancing Professional	Jeroen Peter Vink	
<b>3</b>	<b>DM</b>	<b>Discharge of Mortgage</b>	<b>Affected Records of Title</b>	Lodged
		<b>Mortgagee's Representative</b>	CB28A/1210	
		Primary Contact	Caroline Rose Mason	CB28A/1213
		Conveyancing Professional	Jeroen Peter Vink	CB28A/1214
				CB406/4
<b>4</b>	<b>DM</b>	<b>Discharge of Mortgage</b>	<b>Affected Records of Title</b>	Lodged
		<b>Mortgagee's Representative</b>	CB28A/1210	
		Primary Contact	Caroline Rose Mason	CB28A/1213
		Conveyancing Professional	Jeroen Peter Vink	CB28A/1214
				CB406/4
<b>5</b>	<b>CN</b>	<b>Change/Correction of Name</b>	<b>Affected Records of Title</b>	Lodged
		<b>Applicant's Representative</b>	CB21B/818	
		Primary Contact	Caroline Rose Mason	CB28A/1210
		Conveyancing Professional	Caroline Rose Mason	CB28A/1213
				CB28A/1214
				CB406/4
<b>6</b>	<b>OCTN</b>	<b>Order for New Certificate of Title</b>	<b>Affected Records of Title</b>	Lodged



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### Instruments

	<b>Registered Owner's Representative</b>	569891	
	Primary Contact	Laura Jane Shields	726867
	Conveyancing Professional	Nicholas Christopher Dunn	726868
<b>7</b>	<b>CONO Consent Notice under s221(4)(a) Resource Management Act 1991</b>	<b>Affected Records of Title</b>	Lodged
	<b>Territorial Authority's Representative</b>	726867	
	Primary Contact	Laura Jane Shields	726868
	Conveyancing Professional	Nicholas Christopher Dunn	
<b>8</b>	<b>T Transfer</b>	<b>Affected Records of Title</b>	Lodged
	<b>Transferor's Representative</b>	726867	
	Primary Contact	Laura Jane Shields	726868
	Conveyancing Professional	Nicholas Christopher Dunn	
	<b>Transferee's Representative</b>		
	Primary Contact	Andrew Nicholas Crosbie Woods	
	Conveyancing Professional	Andrew Nicholas Crosbie Woods	
<b>9</b>	<b>T Transfer</b>	<b>Affected Records of Title</b>	Lodged
	<b>Transferor's Representative</b>	CB28A/1210	
	Primary Contact	Caroline Rose Mason	CB28A/1213
	Conveyancing Professional	Jeroen Peter Vink	CB406/4
	<b>Transferee's Representative</b>		
	Primary Contact	Laura Jane Shields	
	Conveyancing Professional	Nicholas Christopher Dunn	
<b>10</b>	<b>T Transfer</b>	<b>Affected Records of Title</b>	Lodged
	<b>Transferor's Representative</b>	CB28A/1211	
	Primary Contact	Andrew Nicholas Crosbie Woods	



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<b>Responsible for Submit</b>	Transferee's Representative	
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### Instruments

Conveyancing Professional	Andrew Nicholas Crosbie Woods		
<b>Transferee's Representative</b>			
Primary Contact	Laura Jane Shields		
Conveyancing Professional	Nicholas Christopher Dunn		
<b>11 T Transfer</b>		<b>Affected Records of Title</b>	Lodged
<b>Transferor's Representative</b>		CB28A/1211	
Primary Contact	Andrew Nicholas Crosbie Woods		
Conveyancing Professional	Andrew Nicholas Crosbie Woods		
<b>Transferee's Representative</b>			
Primary Contact	Caroline Rose Mason		
Conveyancing Professional	Jeroen Peter Vink		
<b>12 OCTN Order for New Certificate of Title</b>		<b>Affected Records of Title</b>	Lodged
<b>Registered Owner's Representative</b>		786240	
Primary Contact	Laura Jane Shields	CB28A/1210	
Conveyancing Professional	Nicholas Christopher Dunn	CB28A/1211	
		CB28A/1213	
		CB406/4	
<b>13 OCTN Order for New Certificate of Title</b>		<b>Affected Records of Title</b>	Lodged
<b>Registered Owner's Representative</b>		786239	
Primary Contact	Caroline Rose Mason	786241	
Conveyancing Professional	Caroline Rose Mason	786242	
		811928	
		CB28A/1210	
		CB28A/1211	
		CB28A/1213	



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<b>Responsible for Submit</b>	Transferee's Representative	
<b>Last Pre-validated</b>	Pre-validation failed on 23/12/2021 15:35	

### Instruments

		CB406/4	
<b>14 GN</b>	<b>Gazette Notice/Order in Council/Proclamation</b>	<b>Affected Records of Title</b>	<b>Lodged</b>
	<b>Crown's or Territorial Authority's Representative</b>	726867	
	Primary Contact	Laura Jane Shields	726868
	Conveyancing Professional	Nicholas Christopher Dunn	786240
<b>15 ENC</b>	<b>Encumbrance</b>	<b>Affected Records of Title</b>	<b>Lodged</b>
	<b>Encumbrancer's Representative</b>	726867	
	Primary Contact	Andrew Nicholas Crosbie Woods	726868
	Conveyancing Professional	Andrew Nicholas Crosbie Woods	
	<b>Encumbrancee's Representative</b>		
	Primary Contact	Laura Jane Shields	
	Conveyancing Professional	Nicholas Christopher Dunn	
<b>16 EI</b>	<b>Easement Instrument</b>	<b>Affected Records of Title</b>	<b>Lodged</b>
	<b>Grantor's Representative</b>	786240	
	Primary Contact	Caroline Rose Mason	786241
	Conveyancing Professional	Jeroen Peter Vink	
	<b>Grantee's Representative</b>		
	Primary Contact	Laura Jane Shields	
	Conveyancing Professional	Nicholas Christopher Dunn	
<b>17 EI</b>	<b>Easement Instrument</b>	<b>Affected Records of Title</b>	<b>Lodged</b>
	<b>Grantor's Representative</b>	786239	
	Primary Contact	Laura Jane Shields	786240
	Conveyancing Professional	Nicholas Christopher Dunn	786241
	<b>Grantee's Representative</b>	786242	
	Primary Contact	Caroline Rose Mason	811928



## View Dealing Details

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<b>Responsible for Submit</b>	Transferee's Representative	
<b>Last Pre-validated</b>	Pre-validation failed on 23/12/2021 15:35	

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### Instruments

Conveyancing Professional	Jeroen Peter Vink	CB28A/1214	
<b>18 M Mortgage</b>		<b>Affected Records of Title</b>	Lodged
<b>Mortgagor's Representative</b>		786239	
Primary Contact	Caroline Rose Mason	786241	
Conveyancing Professional	Jeroen Peter Vink	786242	
		811928	
		CB28A/1214	

\*\*\* End of Report \*\*\*

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

(Section 109 Land Transfer Act 2017)

## Grantor

TC Farming Limited

## Grantee

Her Majesty the Queen acting by and through the Minister of Conservation

## 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, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	H on DP 510292	786241 (Lot 6 DP 510292)	786240

**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 Five of the Property Law Act 2007

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

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

[the provisions set out in the Annexure Schedule]

Released under the Official Information Act 1982

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

Clause 6(2) of Schedule 5 of the Land Transfer Regulations 2018 is replaced by the following:

The right to go over and along the easement facility is subject to the following provisions:

- (a) the grantee and the grantee's employees, agents and contractors may go over and along the easement facility on foot and/or with any vehicle, machinery or implement; and
- (b) the grantee may invite and permit members of the public to go over and along the easement facility. Any such member of the public may go over and along the easement facility, on foot or by wheelchair or cycle only and may not use any horse or motorised vehicle.

For the purposes of clause 6(2)(b), "cycle":

- i. means a vehicle that has at least 2 wheels and that is designed primarily to be propelled by the muscular energy of the rider; and
- ii. includes a power-assisted cycle (being a cycle to which one or more auxiliary propulsion motors that have a combined maximum power output not exceeding 300W.

Clauses 10(1)(b) and (c) of Schedule 5 of the Land Transfer Regulations 2018 are replaced by the following:

- (b) the right to lay, install and construct in the easement area (including the right to excavate land for the purpose of that construction) an easement facility (including any associated culverts, drains, bridges and drainage works), to maintain, repair, renew and replace any easement facility (including any associated culverts, drains, bridges and drainage works), and (if the grantee thinks desirable for any of those purposes) to alter the state of the land over which the easement is granted; and

Clause 11(2) of Schedule 5 of the Land Transfer Regulations 2018 is replaced by the following:

(2) Subject to clause 11(5) the grantee shall be responsible for the cost of establishing any easement facility (including any associated culverts, drains, bridges and drainage works) the grantee determines to establish and of any maintenance, repair, renewal and replacement of any easement facility (including any associated culverts, drains, bridges and drainage works) the grantee determines to undertake.



# Encumbrance instrument

(Section 100 Land Transfer Act 2017)

## Land registration district

Canterbury

BARCODE

Record of Title  
(unique identifier)

All/part

Area/Description of part

726867 and  
726868

All

Encumbrancer

*Surname(s) must be underlined.*

**PSA CAPITAL LIMITED**

Encumbrancee

*Surname(s) must be underlined.*

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

Estate or interest to be encumbered

*Insert e.g. Fee simple; Leasehold in Lease No. etc.*

Fee simple

Encumbrance Memorandum Number

Not applicable

Nature of security

*State whether sum of money, annuity or rentcharge and amount*

Rentcharge of between \$10.00 and \$20,000.00 per month in accordance with clauses 49 and 51 of this Encumbrance Instrument, and such other sums of money as are payable by the Encumbrancer to the Encumbrancee pursuant to this Encumbrance Instrument.

Operative clause

*Delete words in [ ], as appropriate*

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above record of title(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the ~~above Encumbrance Memorandum~~ [Annexure Schedule(s)] and so as to incorporate in this Encumbrance the terms and other provisions set out in the ~~above Encumbrance Memorandum~~ [and] [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

## ANNEXURE SCHEDULE

Insert instrument type

### Encumbrance Instrument

Continue in additional Annexure Schedule, if required

#### BACKGROUND

- A The Encumbrancer is registered as owner of an estate in fee simple in the Land.
- B The Encumbrancer has reached agreement with the Encumbrancee to allow public access to the Land and to protect natural values on the Land including by minimising damage during construction and during the operation of the Land as a ski field.
- C For valuable consideration the Encumbrancer has agreed to encumber the Land for the benefit of the Encumbrancee with the security specified on the front page of this Encumbrance Instrument, and to covenant with the Encumbrancee to secure compliance by the Encumbrancer with the terms recorded in this Encumbrance Instrument.

#### OPERATIVE PROVISIONS

##### Definitions

- 1 In this Encumbrance Instrument, unless the context requires otherwise, the following terms have the following meanings:

*Annual Plan* means the annual plan provided for in clause 3;

*Construction Completion Date* means the date when the Encumbrancer notifies the Encumbrancee in writing for the purposes of this definition that it has completed the construction of the ski field development on the Land;

*Encumbrancer* means the registered owner of the Land at any relevant time;

*Herb Field Areas* means:

- (a) until and including the Construction Completion Date, those parts of the Land filled with backwards diagonal hatching on the attached plan described as "Map 2 – Porters Ski Area, Crystal Valley – Protected Sensitive Areas During Construction Period"; and
- (b) from the Construction Completion Date, those parts of the Land filled with backwards diagonal hatching on the attached plan described as "Map 3 – Porters Ski Area, Crystal Valley – Protected Sensitive Areas After Construction Completed";

*Land* means all that parcel of land described on the front page of this Encumbrance Instrument;

*Scree Areas* means:

- (a) until and including the Construction Completion Date, those parts of the Land filled with forwards diagonal hatching on the attached plan described

as "Map 2 – Porters Ski Area, Crystal Valley – Protected Sensitive Areas During Construction Period"; and

- (b) from the Construction Completion Date, those parts of the Land filled with forwards diagonal hatching on the attached plan described as "Map 3 – Porters Ski Area, Crystal Valley – Protected Sensitive Areas After Construction Completed";

*Search and Guide Dogs* means dogs being trained or used for the location of persons following an avalanche or as part of a search and rescue operation, or to guide a partially sighted person, that are under the control of a person at all times;

*Ski Field Works* means the construction, erection, operation, maintenance, repair, removal, renewal, replacement and upgrade of:

- (a) ski lifts;
  - (b) equipment, improvements, infrastructure, machinery and plant for the diversion, take, conveyance and distribution of water;
  - (c) equipment, improvements, infrastructure, machinery, pipes and plant for snowmaking; and
  - (d) fences and other improvements for snow harvesting or avalanche control;
- and all associated equipment, improvements, infrastructure, machinery and plant;

*Spring Flush Areas* means:

- (a) until and including the Construction Completion Date, those parts of the Land outlined in solid bold on the attached plan described as "Map 2 – Porters Ski Area, Crystal Valley – Protected Sensitive Areas During Construction Period"; and
- (b) from the Construction Completion Date, those parts of the Land outlined in solid bold on the attached plan described as "Map 3 – Porters Ski Area, Crystal Valley – Protected Sensitive Areas After Construction Completed";

and in any case includes Area G Survey Office Plan 495427; and

*Working Day* has the same meaning as set out in section 4 of the Property Law Act 2007.

### **Interpretation**

- 2 In the construction of this Encumbrance Instrument, unless the context requires otherwise:

*background, clauses, schedules and appendices:* references to background, clauses, schedule and appendices are to background and clauses of, and the schedule and appendices to, this Encumbrance Instrument;

*headings:* headings appear as a matter of convenience and do not affect the construction of this Encumbrance Instrument;

*including:* mentioning anything after the word "include", "includes" or "including" does not limit what else might be included;

*parties:* a reference to a party to this Encumbrance Instrument or any other document includes that party's personal representatives/successors and permitted assigns;

*person:* a reference to a person includes a reference to a body corporate and to an unincorporated body of persons;

*singular, plural and gender:* the singular includes the plural and vice versa, and words importing one gender include the other genders;

*legislation:* a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it, and a regulation or statutory instrument issued under it; and

*writing:* a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form.

### **Annual Plan, planning and notice of proposed works**

3 By 1 July in each year the Encumbrancer will provide to the Encumbrancee a plan for all physical works proposed to be undertaken by the Encumbrancer on the Land during the period from September in that year to the following September that comprise any of the following:

3.1 erecting any fence, building, structure or other improvement;

3.2 cultivating the ground or undertaking earthworks;

3.3 damaging, injuring, removing or taking any indigenous plant or shrub or tree or wildlife or freshwater-life, or the nest or egg of any such wildlife or freshwater-life;

3.4 damaging or removing any soil, subsoil, mineral, gravel or rocks; or

3.5 depositing soil, subsoil, gravel or rocks.

The provision of any plan under this clause shall not limit or exclude the Encumbrancer's obligations under this Encumbrance Instrument.

4 The Encumbrancer and Encumbrancee shall meet from time to time on request by either party during the July and August after the Annual Plan is provided by the Encumbrancer to the Encumbrancee to review and discuss the Annual Plan and the works the Encumbrancer proposes to undertake on the Land during the period from September in that year to the following September and methods to avoid, remedy or mitigate any associated adverse environmental effects.

5 Where any action described in the Annual Plan comprises any of the actions described in clauses 3.1 - 3.5 or otherwise requires the written approval of the Encumbrancee under this Encumbrance Instrument then the Encumbrancer shall seek the Encumbrancee's approval at a meeting under clause 4, and the Encumbrancee shall determine whether to give that approval at, or as soon as practical after, that meeting, in accordance with the requirements of clause 38.

6 Where the Encumbrancer proposes to undertake any physical works that comprise any of the actions described in clause 3.1 - 3.5 and that have not been described in an Annual Plan the Encumbrancer shall give the Encumbrancee not less than 10 Working Days' notice of the proposed works seeking the Encumbrancee's approval. The Encumbrancee shall determine whether to give that approval as

soon as practical after receiving any notice given under this clause, in accordance with the requirements of clause 38.

- 7 Where the Encumbrancee receives notice of any works the Encumbrancer proposes to undertake that are not described in an Annual Plan the Encumbrancer shall on request by the Encumbrancee meet with the Encumbrancee to review and discuss the proposed works and methods to avoid, remedy or mitigate any associated adverse environmental effects.

**Management fee**

- 8 The Encumbrancer will pay to the Encumbrancee, in arrears on each anniversary of the date of this Encumbrance Instrument, without deduction or set off, an annual management fee of an amount (plus GST, if any) equal to:

8.1 \$2,500.00; plus

8.2 \$60.00 per hour for attendances by employees of the Encumbrancee on the Land for the purposes of exercising any right or performing any duty under this Encumbrance Instrument up to a maximum of 40 hours in each year unless the prior written approval of the Encumbrancer is given for reimbursement of further attendances.

- 9 The monetary amounts referred to in clause 8 will be adjusted on each second anniversary of the date of this Encumbrance Instrument in accordance with the percentage change in CPI, from the last published CPI figure prior to the date of this Encumbrance Instrument or the immediately previous adjustment date as the case may be, to the last published CPI figure prior to the relevant adjustment date. In this clause, "CPI" means the Consumer Price Index (All Groups) as published by Statistics New Zealand (or any successor organisation) on an annual basis and if that index ceases to be published on an annual basis or if the basis of calculation of the index is fundamentally changed then CPI will mean the index providing the closest substitute.

**Restrictions and obligations in relation to the Land**

- 10 The Encumbrancer shall use all reasonable endeavours to keep the Land free from animals that are not indigenous (including cats, dogs, mustelids, deer, goats, possums, pigs and rabbits) and gorse, broom, sweet briar, nodding thistle and other noxious plants, and otherwise comply with the provisions of, and any directions, requirements or notices given under, the Biosecurity Act 1993.

- 11 Clause 10 shall not apply to Search and Guide Dogs.

- 12 The Encumbrancer shall use all reasonable endeavours to keep the Land free from trees that are not indigenous.

- 13 The Encumbrancer shall use all reasonable endeavours to keep the Land free from rubbish and to remove or dispose of any rubbish left on the Land.

- 14 Except in accordance with the Encumbrancee's prior written approval, the Encumbrancer will not carry out, and will not give any other person the right to carry out, on the Land any action for the purpose of:

14.1 burning any plant or shrub or tree growing on the Land;

14.2 spreading fertiliser; or

- 14.3 planting any plant or shrub or tree, or sowing or scattering seed of any plant or shrub or tree, that is not of the same species as an indigenous plant or shrub or tree already found growing on the Land.
- 15 The Encumbrancer will not, and will not give any other person the right to, graze on the Land any cattle, sheep, deer, goats, horses or other animals.

**Further protection of Scree Areas and Herb Field Areas**

- 16 Except in accordance with the Encumbrancee's prior written approval, the Encumbrancer will not, and will not give any other person the right to, take any action for the purpose of:
- 16.1 erecting any fence, building, structure or other improvement;
- 16.2 cultivating the ground or undertaking earthworks;
- 16.3 damaging, injuring, removing or taking any indigenous plant or shrub or tree or wildlife or freshwater-life, or the nest or egg of any such wildlife or freshwater-life;
- 16.4 damaging or removing any soil, subsoil, mineral, gravel or rocks; or
- 16.5 depositing soil, subsoil, gravel or rocks,
- on the Scree Areas and Herb Field Areas other than Ski Field Works or for or in relation to Ski Field Works.

**Further protection of Spring Flush Areas**

- 17 Except in accordance with the Encumbrancee's prior written approval, the Encumbrancer will not, and will not give any other person the right to, take any action for the purpose of:
- 17.1 erecting any fence, building, structure or other improvement;
- 17.2 cultivating the ground or undertaking earthworks;
- 17.3 damaging, injuring, removing or taking any indigenous plant or shrub or tree or wildlife or freshwater-life, or the nest or egg of any such wildlife or freshwater-life;
- 17.4 damaging or removing any soil, subsoil, mineral, gravel or rocks;
- 17.5 depositing soil, subsoil, gravel or rocks; or
- 17.6 snow harvesting or grooming snow,
- on the Spring Flush Areas other than foundations for bridges to provide access over the Spring Flush Areas provided for in clause 18.
- 18 The Encumbrancer may construct, maintain, repair, remove, renew, replace and upgrade bridges to provide access over the Spring Flush Areas at one location with the foundations for the bridges located in the Spring Flush Areas. The bridges shall provide access for, or carry, vehicles, persons and infrastructure (including water, wastewater, electricity and communications). The Encumbrancer and Encumbrancee parties shall discuss in good faith the design and location of the foundations for the bridges to avoid to the extent practical damage to the Spring Flush Areas arising from or in relation to the foundations.

### **Environmental monitoring**

- 19 The Encumbrancer shall design and undertake a programme approved by the Encumbrancee (such approval not to be unreasonably withheld or delayed) to monitor the environmental effects of the Encumbrancer's use of the Land.

### **Health and safety**

- 20 The Encumbrancer will observe and comply with the Health and Safety at Work Act 2015 and any relevant and binding safety regulations, safe work instruments, codes of practice and safety standards including without limitation by erecting ski area boundary signs.
- 21 Without limiting clause 20, prior to the construction of any buildings or facilities the ski area is to have an avalanche hazard map prepared by someone who is as a minimum competency a Qualified Avalanche Planner (as that term is defined by Worksafe British Columbia) or holds an equivalent qualification from another country (*QAP*). All building and facilities placed within avalanche hazard zones are to be protected through structural protection based on impact pressures and or active avalanche control methods as approved by the *QAP*.
- 22 The snow safety management plan and any updates of the plan for the ski area are to be approved by the *QAP*.
- 23 Nothing in clauses 21 or 22 limits any requirement from any other authority or restricts anything to a level below current industry best practice.
- 24 Signs at places where people can leave the controlled environments of the ski areas are to provide information on the Avalanche Terrain Exposure Scale (*ATES*) classification of surrounding terrain. The daily backcountry avalanche advisory produced by the New Zealand Avalanche Advisory (*NZAA*) of the New Zealand Mountain Safety Council or any successor body (*MSC*) is to be displayed in prominent places around the ski area.
- 25 The Encumbrancer must provide daily snow, weather, and avalanche observations to *MSC* in the format required by *MSC* for use in the avalanche information exchange for use in producing avalanche advisories. Such information is only available for sharing with others that the Encumbrancer agrees to share it with.
- 26 From when the Encumbrancee applies a levy or charges to ski area concessionaires as a contribution towards public avalanche advisories then the same system and level of charges will be applied to the Land.

### **Right of access and inspection for the Encumbrancee**

- 27 The Encumbrancer grants the Encumbrancee and any agent, contractor, employee and invitee of the Encumbrancee, the right of access onto all roads and access ways (including bridges) and parts of the Land not occupied by any equipment, fence, building, structure, improvement, infrastructure, machinery, pipe, plant or ski lift, and the right of inspection, for the purposes of examining, surveying or recording the condition of the Land and any plant or shrub or tree or wildlife or freshwater-life on the Land, and/or determining compliance by the Encumbrancer with its obligations expressed or implied in this Encumbrance Instrument.

- 28 Nothing in clause 27 requires the Encumbrancee to undertake any work or excuses the Encumbrancer from performing any statutory obligation including under any resource consent.
- 29 Before exercising any right under clause 27, the Encumbrancee will consult with the Encumbrancer and act in accordance with all reasonable requests made by the Encumbrancer. The Encumbrancee will ensure that any person exercising any right under clause 27 does not do, or omit to do, anything that would be in breach of this Encumbrance Instrument if done or omitted by the Encumbrancer or that could result in the Encumbrancer being in breach of any statutory obligation including any resource consent.
- 30 The Encumbrancee shall be responsible for the health and safety of any person exercising any right under clause 27 except to the extent of any statutory obligation imposed on the Encumbrancer that cannot be excluded.

#### **Access for the public**

- 31 The Encumbrancer will permit without charge members of the public access onto all roads and access ways and parts of the Land not occupied by any equipment, fence, building, structure, improvement, infrastructure, machinery, pipe, plant or ski lift.
- 32 Any person exercising the right of access under clause 31 shall:
- 32.1 do so only on foot or on snowshoes, skis, snowboard or by wheelchair;
  - 32.2 not bring onto the Land any animal other than Search and Guide Dogs;
  - 32.3 not bring onto the Land any firearm; and
  - 32.4 not do, or omit to do, anything that would be in breach of this Encumbrance Instrument if done or omitted by the Encumbrancer or that could result in the Encumbrancer being in breach of any statutory obligation including any resource consent.
- 33 Without limiting clause 32 no person may exercise the right of access under clause 31 using any horse, hang glider, paraglider, aircraft, wheeled or motorised vehicle, or other form of transport not expressly permitted under clause 32.

#### **Restrictions on public access**

- 34 Any person exercising the right of access under clause 31 does so at their own risk and releases the Encumbrancer to the fullest extent permitted by law from all claims and demands of any kind and all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Land. Nothing in this clause limits the Encumbrancer's obligations under clause 20.
- 35 In addition, the right of access under clause 31 is subject to the provisions of clauses 36 and 37.
- 36 The Encumbrancer may permanently exclude access to parts of the Land occupied by any equipment, fence, building, structure, improvement, infrastructure, machinery, pipe, plant or ski lift. In addition, the Encumbrancer may temporarily exclude access to any part of the Land at any time and for any period where in the opinion of the Encumbrancer, acting reasonably and in good faith and (except in case of emergency) with the approval of the Encumbrancee's Area Manager (such approval not to be unreasonably or arbitrarily withheld or delayed):



36.1 access would or could:

- (a) result in injury to, or the death of, any person;
- (b) result in damage to any soil, subsoil, gravel, rocks, indigenous plant or shrub or tree or wildlife or freshwater-life, on the Land;
- (c) interfere with, or limit or prevent, the construction, operation, maintenance, repair, removal, renewal or replacement of any equipment, fence, building, structure, improvement, infrastructure, machinery, pipe, plant or ski lift on the Land;
- (d) result in damage to any equipment, fence, building, structure, improvement, infrastructure, machinery, pipe, plant or ski lift on the Land; or
- (e) otherwise conflict with the preservation of the natural environment, landscape amenity, and wildlife and freshwater-life habitat, of the Land; or

36.2 exclusion is required or desirable to meet any statutory obligation including under any resource consent.

37 The Encumbrancer may from time to time in consultation with the Encumbrancee set rules to address any matter provided for in clause 34 and require any person accessing the Land under clause 31 to comply with those rules as a term of access being permitted under clause 31.

#### **Approval**

38 The Encumbrancer and the Encumbrancee will have regard to the objective of:

38.1 giving effect to the Encumbrancer's right to take any action on the Land expressly provided for or contemplated by this Encumbrance Instrument including for the purpose of the Ski Field Works or for or in relation to Ski Field Works and the operation of the Land as a ski field; and

38.2 subject to clause 38.1, preserving and protecting the natural resources on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations;

when considering any request for approval under this Encumbrance Instrument. The Encumbrancer and the Encumbrancee will not unreasonably refuse or withhold approval.

#### **Encumbrancee may remedy Encumbrancer's default**

39 If the Encumbrancer breaches, or permits the breach of, its obligations expressed or implied in this Encumbrance Instrument:

39.1 the Encumbrancee may serve on the Encumbrancer written notice requiring the Encumbrancer to meet a specific obligation and stating that, after the expiration of 7 Working Days from service of the notice of default, the Encumbrancee may meet the obligation;

39.2 if, at the expiry of the 7 Working Day period, the Encumbrancer has not met the obligation, the Encumbrancee may:

- (a) meet the obligation; and

(b) for that purpose, enter the Land;

39.3 the Encumbrancer is liable to pay the Encumbrancee the cost of preparing and serving the default notice and the costs incurred in meeting the obligation;

39.4 the Encumbrancee may recover from the Encumbrancer, as a liquidated debt, any money payable under this clause.

40 Clause 39 will not apply in relation to a breach of the Encumbrancer's obligations as a result of any cause beyond the Encumbrancer's reasonable control provided that the Encumbrancer must use all reasonable endeavours to overcome or minimise the effects of that cause as soon as practical.

41 Nothing in this clause, or in the modification of statutory provisions in clause 42 of this Encumbrance Instrument, limits or prevents the Encumbrancee seeking damages, injunctive relief or orders for specific performance.

#### **Nature and extent of obligations**

42 Section 208 of the Land Transfer Act 2017, Sections 23, 185, 203-205, 283, 288-290 and 301-306 of the Property Law Act 2007 and Subpart 1 of Part 2 of the Contract and Commercial Law Act 2017 shall apply to this Encumbrance Instrument but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent-chargee) the Encumbrancer shall not be entitled to any of the powers and remedies given to encumbrancers by the Land Transfer Act 2017 and the Encumbrancee shall not be entitled to any of the powers and remedies given to mortgagees under the Land Transfer Act 2017 or the Property Law Act 2007.

43 The Encumbrancer will not be responsible or liable for any breach of this Encumbrance Instrument committed or occurring after the Encumbrancer has ceased to be the registered owner of the Land or the relevant part of the Land in respect of which the breach occurs. Nothing in this clause limits the responsibility of the successor in title in accordance with clause 44.

44 This Encumbrance Instrument shall be binding on all transferees, tenants, lessees, mortgagees, chargeholders and their respective successors in title and assigns of any estate or interest in the Land. Where this Encumbrance Instrument binds or benefits more than one party, it shall bind or benefit each party jointly and severally.

45 Where the Encumbrancer is a company this Encumbrance Instrument shall bind a receiver, liquidator, statutory manager or statutory receiver. Where the Encumbrancer is a natural person this Encumbrance Instrument shall bind the Official Assignee acting in the bankruptcy of the Encumbrancer. In either case this Encumbrance Instrument binds a mortgagee in possession.

46 Without limiting clauses 44 or 45, where the Encumbrancer wishes to grant a lease or licence or otherwise part with possession of the Land under any contractual arrangement (each, an *Occupation Arrangement*), then:

46.1 the Encumbrancer shall first obtain the Encumbrancee's written consent to the Occupation Arrangement (such consent not to be unreasonably or arbitrarily withheld or delayed, and without limitation must not be withheld where the Occupation Arrangement complies with clauses 46.2 and 46.3);

- 46.2 the Occupation Arrangement must record that the occupier is bound by the provisions of this Encumbrance Instrument to the extent of its interest in the Land; and
- 46.3 the rights which the Encumbrancee has under this Encumbrance Instrument may be exercised by the Encumbrancee against the occupier.
- 47 If at any time any part or provision of this Encumbrance Instrument is or becomes invalid, void, illegal or unenforceable in any respect whatsoever, then:
- 47.1 that part or provision shall be severed from this Encumbrance Instrument;
- 47.2 such invalidity or severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this Encumbrance Instrument; and
- 47.3 the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Encumbrance Instrument.
- 48 The Encumbrancer acknowledges that this Encumbrance Instrument has been granted for valuable consideration received, in full compensation for the grant of this Encumbrance Instrument, and is intended to charge the Land and bind the Encumbrancer (and successors) to perform the Encumbrancer's obligations for the period of time set out in this Encumbrance Instrument. The Encumbrancer covenants with the Encumbrancee:
- 48.1 not to seek to discharge, surrender, lapse, vary, amend, withdraw or remove in any manner whatsoever this Encumbrance Instrument prior to the expiry of that period of time, whether by payment of the total security or otherwise without the Encumbrancee's consent;
- 48.2 to preserve for the period of time set out in this Encumbrance Instrument the integrity of the agreements in this Encumbrance Instrument; and
- 48.3 always to act in good faith and do all acts and things and enter into and execute any replacement instrument whenever reasonably required by the Encumbrancee and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to give effect to the express provisions of this Encumbrance Instrument as set out in the words of this Encumbrance Instrument.
- Rentcharge**
- 49 The Encumbrancer encumbers the Land for the benefit of the Encumbrancee for a term of 999 years commencing on the date of this Encumbrance Instrument with the rentcharge imposed under this Encumbrance Instrument to be paid, subject to clause 50, on the following due date(s) for payment, if demanded by the Encumbrancee by that date:
- 49.1 in respect of the rentcharge, the 1<sup>st</sup> day in each month during the term; and
- 49.2 in respect of other sums of money, ten working days after written demand is made by the Encumbrancee to the Encumbrancer.
- 50 If, on the due date for payment (as set out in clause 49 of this Encumbrance Instrument) of the rentcharge imposed under this Encumbrance Instrument, the Encumbrancer has fully complied with all of the obligations imposed pursuant to this Encumbrance Instrument during the previous month and is not in default,

then the rentcharge payable on that day shall not be required to be paid by the Encumbrancer.

- 51 If, on the due date for payment (as set out in clause 49 of this Encumbrance Instrument) of the rentcharge imposed under this Encumbrance Instrument, the Encumbrancer has breached its obligations imposed pursuant to this Encumbrance Instrument during the month prior to the due date for payment (the *previous month*) or in a period prior to the previous month where the breach was not discovered or not capable of being discovered until the previous month, the Encumbrancer must pay the rentcharge to the Encumbrancee:

51.1 on that day or so soon thereafter as is reasonably practicable in the circumstances of the breach, in an amount between \$10 and \$20,000; and

51.2 thereafter, if the breach is a continuing breach, the same amount for each subsequent month the breach continues,

in each case the amount to fairly reflect the nature, severity and consequences of the breach(es). Provided that the rentcharge shall not be required to be paid if:

51.3 the relevant breach was of a minor or technical nature with minimal environmental effects; and

51.4 the Encumbrancer has remedied the breach following receipt of a written notice of breach served in accordance with clause 39.1 or the Encumbrancee has given subsequent written approval.

The monetary amounts referred to on page 1 of this Encumbrance Instrument and set out again in this clause will be adjusted on each second anniversary of the date of this Encumbrance Instrument in accordance with the CPI adjustment mechanism set out in clause 9.

- 52 The Encumbrancer acknowledges that the covenants in this Encumbrance Instrument are of a permanent nature, and the Encumbrancer shall not be entitled to a discharge of the Encumbrance Instrument during the term, whether by payment of the total security or otherwise.

### **Registration**

- 53 This Encumbrance Instrument shall be registered on the record of titles in which the Land is comprised. The parties shall take all actions required to complete that registration.

### **Notices**

- 54 Any notice required to be given in terms of this Encumbrance Instrument shall be sufficiently given if made in writing and served as provided in section 353(1) of the Property Law Act 2007 and shall be sufficiently given if actually received by the party to whom it is addressed or that party's solicitor.

- 55 Any notice required to be given by the Encumbrancee shall be sufficiently given if it is signed by the Director, Conservation Partnerships - South and Eastern South Island, Department of Conservation, Christchurch. Any notice required to be served upon the Encumbrancee shall be sufficiently served if delivered to the office for the time being of the Director, Conservation Partnerships - South and Eastern South Island, Department of Conservation, Christchurch.

### **Dispute resolution**

56 If any dispute arises between the Encumbrancer and the Encumbrancee in any way relating to this Encumbrance Instrument, the parties will 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. If any dispute is not so resolved by agreement within 20 Working Days of either party giving notice to the other of the existence of a dispute for the purposes of this clause (a *Notice of Dispute*), then the dispute may be resolved by referring the dispute to an agreed third party for decision or by arbitration by a single arbitrator under the provisions of the Arbitration Act 1996. Service by the Encumbrancee of a Notice of Dispute under this clause shall have the following effect:

56.1 in respect of the conducting or the undertaking of activities by the Encumbrancer which are the principal subject of a dispute under this clause, such conduct or activity shall be suspended pending the outcome of the dispute resolution process; and

56.2 in respect of the conducting or the undertaking of activities by the Encumbrancer which are not the principal subject of a dispute under this clause, such conduct or activity may continue unaffected notwithstanding the dispute resolution process;

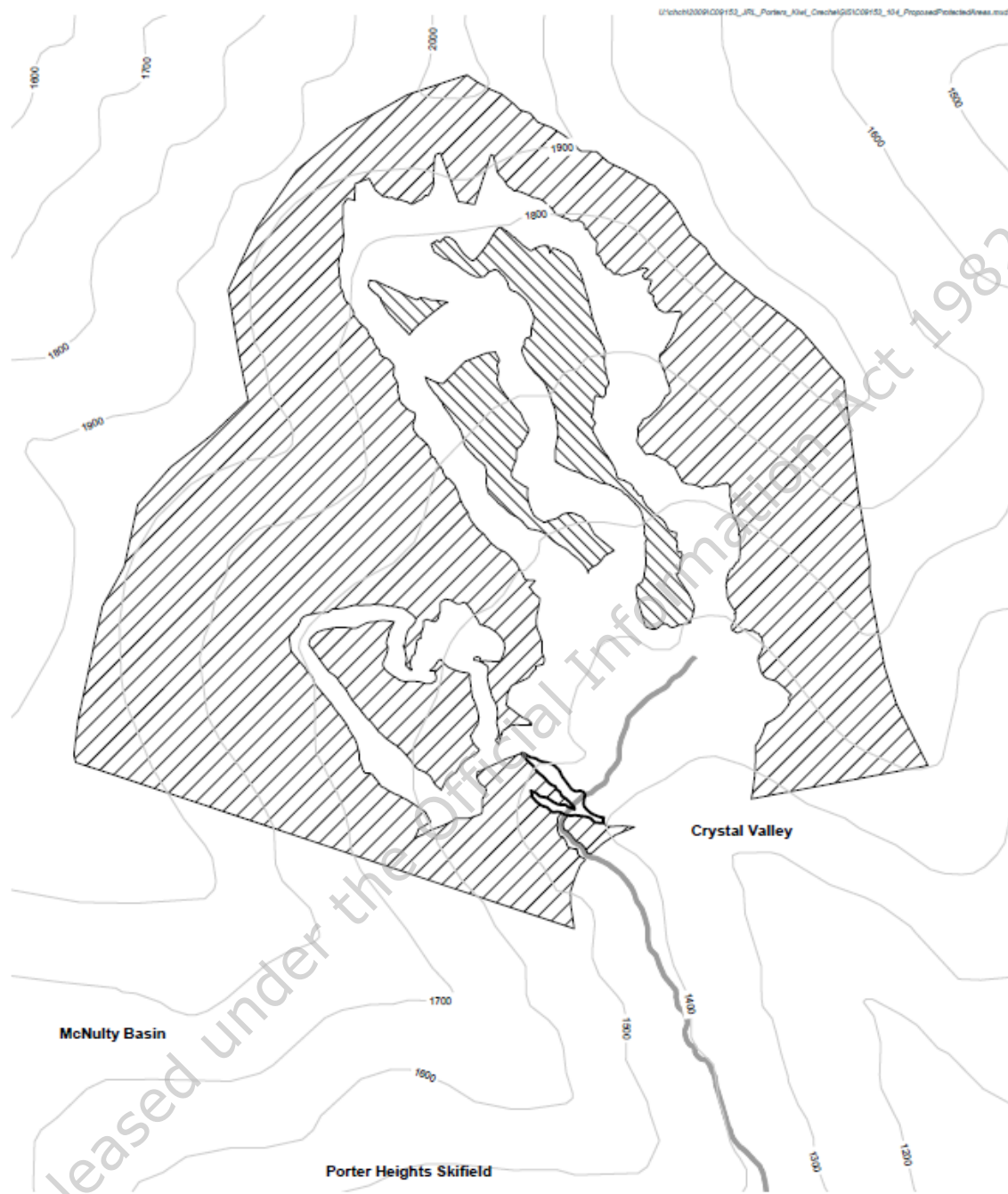
without prejudice to all other rights and obligations either party may have in respect of the conduct or undertaking of that activity, the dispute resulting in the reference to an agreed third party or arbitrator, and any decision arising out of that dispute resolution process.

57 Nothing in clause 56 limits or excludes a party applying to the Court for interlocutory and/or injunctive relief or a declaration.



Released under the Official Information Act 1982

# MAPS 2 AND 3 – PORTERS SKI AREA, CRYSTAL VALLEY – PROTECTED SENSITIVE AREAS DURING CONSTRUCTION PERIOD AND AFTER CONSTRUCTION COMPLETED



**Legend**

- Contour (100m interval)
- ▬ Winter Ski-Out Trail/Summer Access Road

**Sensitive Areas to have Additional Protection**

- Herb Fields / Boulder Fields
- Scree
- Spring Flush

**Crystal Valley Freehold Area - All subject to DOC Deed Of Encumbrance - 177.7ha**

Sensitive Areas to Have Additional Protection in DOC Deed Of Encumbrance

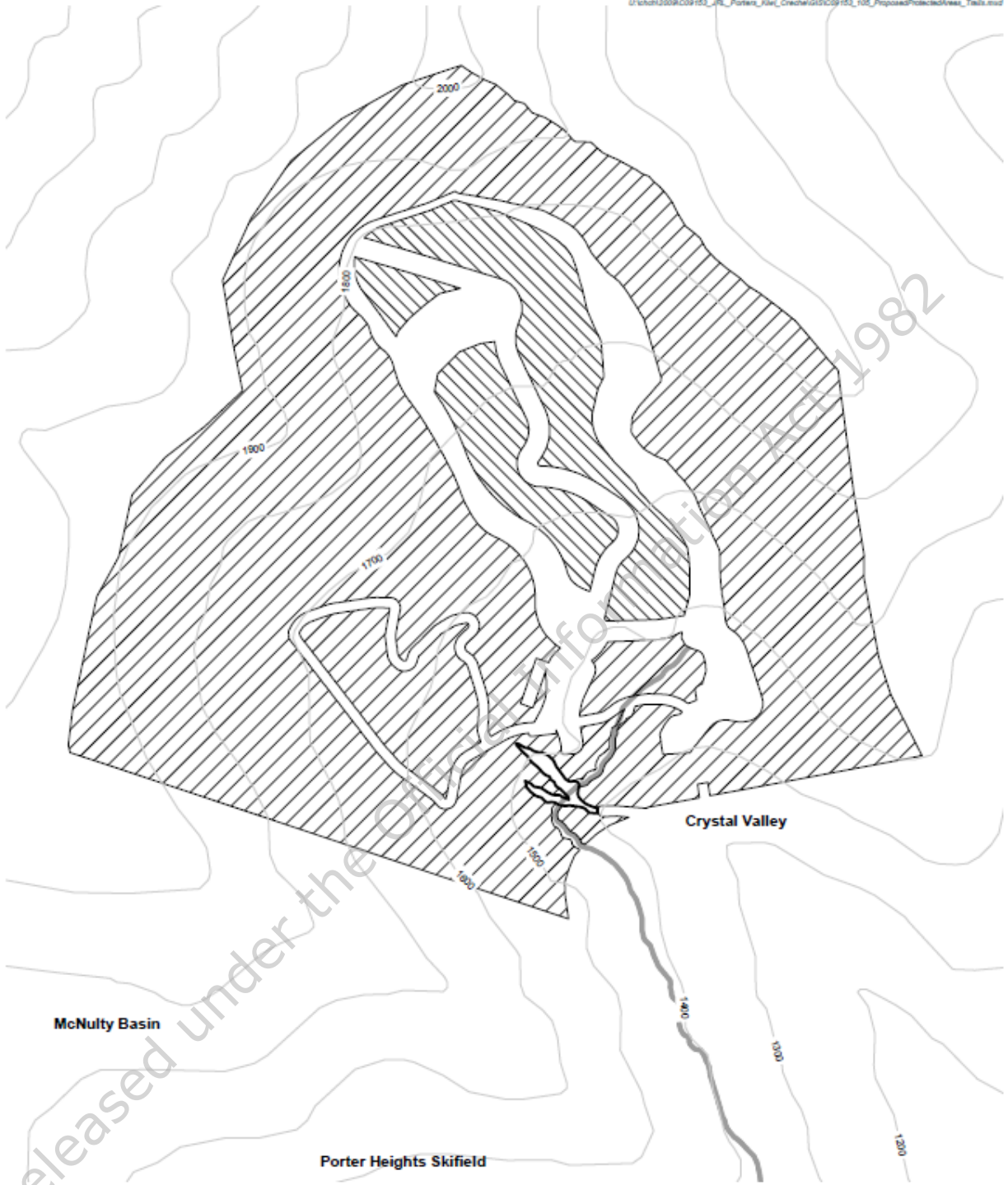
Herb Fields / Boulder Fields	11.72ha
Scree Area	104.75ha
Spring Flush Area	0.54ha
<b>Total Protected Sensitive Areas</b>	<b>117.0ha (65.8%)</b>



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Map 2 - PORTER SKI AREA, CRYSTAL VALLEY  
Protected Sensitive Areas During Construction Period  
13 October 2017  
Plan Prepared for Porters by Boffa Miskell Limited  
brian.mcaulster@boffamiskell.co.nz



**Legend**

- Contour (100m Interval)
- Winter Ski-Out Trail/Summer Access Road
- Sensitive Areas to have Additional Protection**
- ▨ Herb Fields / Boulder Fields
- ▩ Scree
- Spring Flush

**Crystal Valley Freehold Area - All Subject to DOC Deed Of Encumbrance - 177.7ha**

Sensitive Areas to have Additional Protection in DOC Deed Of Encumbrance

Herb Fields / Boulder Fields	17.77ha
Scree Area	122.38ha
Spring Flush Area	0.54ha
<b>Total Protected Sensitive Areas</b>	<b>140.7ha (79.2%)</b>



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Map 3 - PORTER SKI AREA, CRYSTAL VALLEY  
Protected Sensitive Areas After Construction Completed

13 October 2017  
Plan Prepared for Porters by Boffa Miskell Limited  
brian.mcaulden@boffamiskell.co.nz



## Partial Surrender of Lease

(Section 94 Land Transfer Act 2017)

Land Registration District

Canterbury

Record of Title (unique identifier)

CB11B/614

All/part

Part

Area/description of part

Areas 4 and 5 on SO 495427

Lease Number

Lease comprised in Record of Title CB11B/614 as to the above-described land only

Lessor

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

Lessee

PSA CAPITAL LIMITED

**Partial Surrender of Lease**

The Lessee surrenders the estate or interest in the above Lease as to the above-described land to the Lessor and the Lessor accepts the surrender.

This partial surrender of Lease may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

**Request to update legal description for CB11B/614**

The Lessor and the Lessee request that the legal description for the balance of the land included in Record of Title CB11B/614 (Part-Cancelled) be updated to Areas 6 and 7 on SO 495427.

Dated this

day of

20



# Lease Variation instrument

(Section 92 Land Transfer Act 2017)

Land Registration District

Canterbury

Lease Number

Lease comprised in Record of Title CB11B/614

Lessor

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

Lessee

PSA CAPITAL LIMITED

Variation of Lease

*Continue in Annexure Schedule, if required*

The covenants and conditions contained in the above Lease **are hereby varied** as set out below :

(a) the term of the Lease is **extended\*** to \_\_\_\_\_ **and/or**

(b) the covenants and conditions contained or implied in the Lease **are varied** as follows:

To provide for public access on the terms set out in the Annexure Schedule.

This variation of Lease may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

\*A lease variation instrument extending the term of a lease must be registered before expiry of the current lease.

Dated this    day of

20

**Attestation**

<b>Signed for and on behalf of Her Majesty the Queen acting by and through the Minister of Conservation as the Lessor</b>	<b>Signed in my presence by the Lessor</b>  _____ <i>Signature of Witness</i>  <i>Witness to complete in BLOCK letters (unless legibly printed):</i>  <b>Witness name</b>  <b>Occupation</b>
<b>Signature of Acting Deputy Director-General, Steven Taylor, acting pursuant to a delegation</b>	<b>Address</b>

<b>Signed for and on behalf of PSA Capital Limited by its directors as the Lessee</b>	_____ <b>Director</b>  _____ <b>Director</b>
---	--

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.<sup>1</sup>

--

Certified by Practitioner for Lessee

<sup>1</sup> See Regulation 14(3) Land Transfer Regulations 2018.

Insert instrument type

Lease Variation Instrument

Variation of Lease (continued)

Continue in Additional Annexure Schedule(s), if required

**Access for the public**

- 1 The Lessee will permit without charge members of the public access onto all roads and access ways and parts of the said land not occupied by any equipment, fence, building, structure, improvement, infrastructure, machinery, pipe, plant or ski lift.
- 2 Any person exercising the right of access under clause 1 shall:
  - 2.1 do so only on foot or on snowshoes, skis, snowboard or by wheelchair;
  - 2.2 not bring onto the said land any animal other than Search and Guide Dogs (dogs being trained or used for the location of persons following an avalanche or as part of a search and rescue operation, or to guide a partially sighted person, that are under the control of a person at all times);
  - 2.3 not bring onto the said land any firearm; and
  - 2.4 not do, or omit to do, anything that would be in breach of this Lease if done or omitted by the Lessee or that could result in the Lessee being in breach of any statutory obligation including any resource consent.
- 3 Without limiting clause 2 no person may exercise the right of access under clause 1 using any horse, hang glider, paraglider, aircraft, wheeled or motorised vehicle, or other form of transport not expressly permitted under clause 2.

**Restrictions on public access**

- 4 Despite clause 13, any person exercising the right of access under clause 1 does so at their own risk and releases the Lessee to the fullest extent permitted by law from all claims and demands of any kind and all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the said land. Nothing in this clause limits the Lessee's obligation to observe and comply with the Health and Safety at Work Act 2015 and any relevant and binding safety standards including without limitation by erecting ski area boundary signs.
- 5 In addition, the right of access under clause 1 is subject to the provisions of clauses 6 and 7.
- 6 The Lessee may permanently exclude access to parts of the said land occupied by any equipment, fence, building, structure, improvement, infrastructure, machinery, pipe, plant or ski lift. In addition, the Lessee may temporarily exclude access to any part of the said land at any time and for any period where in the opinion of the Lessee, acting reasonably and in good faith and (except in case of emergency) with the approval of the Lessor's Area Manager (such approval not to be unreasonably or arbitrarily withheld or delayed):
  - 6.1 access would or could:
    - (a) result in injury to, or the death of, any person;
    - (b) result in damage to any soil, subsoil, gravel, rocks, indigenous plant or shrub or tree or wildlife or freshwater-life, on the said land;
    - (c) interfere with, or limit or prevent, the construction, operation,

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maintenance, repair, removal, renewal or replacement of any equipment, fence, building, structure, improvement, infrastructure, machinery, pipe, plant or ski lift on the said land;

(d) result in damage to any equipment, fence, building, structure, improvement, infrastructure, machinery, pipe, plant or ski lift on the said land; or

(e) otherwise conflict with the preservation of the natural environment, landscape amenity, and wildlife and freshwater-life habitat, of the said land; or

6.2 exclusion is required or desirable to meet any statutory obligation including under any resource consent.

7 The Lessee may from time to time in consultation with the Lessor set rules to address any matter provided for in clause 4 and require any person accessing the said land under clause 1 to comply with those rules as a term of access being permitted under clause 1.

Released under the Official Information Act 1982