

Crown Pastoral Land Tenure Review

Lease name: GLEN DENE

Lease number: PO 136

Substantive Proposal - Part 1

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

June

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**EXECUTION
COPY**

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

Date: 22nd December 2005

Parties

Holder: Glen Dene Limited
145 Tancred Street
Ashburton

Commissioner of Crown Lands:

C/- Opus International Consultants Limited
Private Bag 1913
Dunedin
Attention Robin Whelan

The Land

Lease: Glen Dene Po 136

Legal Description: Parts Run 799, situated in Block VIII Lower Wanaka Survey District, Block XV Lower Hawea, Mid-Wanaka and Mid-Hawea Survey Districts, Section 1 SO Plan 300212, Sections 1,2,3,4,6,7 and part Section 5 SO Plan 301184, Sections 1,2,3 and 4 SO Plan 24219, Sections 1,2,3,4,5,6,7,8 and 9 SO plan 24813, Section 1 SO Plan 317745, Section 1 SO Plan 345142, and Sections 1, 2, 3, 4, 5 and 6, SO Plan 345143.

Area: 7785.3785 hectares

Certificate of Title/Unique Identifier: OT 386/19

Summary of Designations

Under this Proposal, the Land is designated as follows:

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



1 The Plan

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ALB.

2 Conditions

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

3 Settlement

- 3.1 Unless otherwise agreed by the parties, the Settlement Date for the disposal of the Freehold Land to the Holder by freehold disposal will be the day that is ten (10) working days following the day on which Land Information New Zealand notified 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.

4 Holder's Payment

- 4.1 By 3.00 p.m. on the Settlement Date, the Holder must pay the Holder's Payment and all other money payable to the Commissioner or the duly appointed agent of the Commissioner by bank cheque without set-off or deduction of any kind in accordance with the settlement requirements of the Commissioner.
- 4.2 If the Holder fails to pay the Holder's Payment or any part of it or any other money to the Commissioner or to the duly appointed agent of the Commissioner on the Settlement Date clause 19 will apply.

5 Commissioner's Payment

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

6 Vesting of Crown Land

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

7 Issue of Certificate of Title

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

8 Registration of Documents

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

mortgage will be registered after any other encumbrances such as any easements and/or covenants are registered.

9 Consents

- 9.1 The Holder must obtain the written consent to the Holder's acceptance of this Proposal from all persons having an interest in the Land (other than the Holder), including, but not limited to:
- (a) any Mortgagee(s);
 - (b) any party entitled to the benefit of a land improvement agreement registered against the Lease and/or the Land; and
 - (c) any other person that the Commissioner reasonably believes has an interest in the Land or who the Holder reasonably believes has an interest in the Land, whether registered or not.
- 9.2 The consents required under clause 9.1 must be in a form acceptable to the Commissioner in all respects and be returned to the Commissioner with this Proposal on its acceptance by the Holder. Examples of the form of consents required under clause 9.1 are set out in Appendix 1.
- 9.3 The Holder must also obtain, and provide to the Commissioner if requested, all consents necessary for the Holder to accept this Proposal including (without limitation) any:
- (a) corporate and/or trustee consents; and
 - (b) consent required under the Overseas Investment Act 2005 and Overseas Investment Regulations 2005.
- 9.4 The Holder will procure the Mortgagee to execute a registrable discharge of the Mortgage and, if required by the Mortgagee, the Holder will execute registrable new mortgage documents and forward these to the Commissioner to be registered as set out in clause 8.
- 9.5 If required by the Mortgagee, the Commissioner will provide an undertaking that, subject to the provisions of clause 7 being satisfied, the Commissioner will register the discharge of the Mortgage and register any new mortgage against the certificate of title for Freehold Land at the same time as the certificate of title for the Freehold Land issues.

10 Continuation of Lease

- 10.1 The Lease will remain in full force and effect until a certificate of title issues for the Freehold Land. Notwithstanding when Settlement Date occurs, until a certificate of title issues for the Freehold Land the Holder will duly and punctually comply with all obligations on its part under the Lease (other than as set out at clause 12.1 (b)) and the Lease will remain in full force and effect.
- 10.2 From the date that a certificate of title is issued for the Freehold Land the Lease is deemed to be surrendered and, subject to clause 10.3, the Commissioner releases and discharges the Holder from the performance and observance of all covenants, conditions and obligations under the Lease.
- 10.3 The release and discharge in clause 10.2 is without prejudice to:
- (a) 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.

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11 Fencing

- 11.1 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, the Commissioner will, at its cost, erect new fencing approximately along the line marked as such on the Plan (if any).
- 11.2 The Commissioner will erect the fencing referred to in clause 11.1 according to the specifications in Appendix 3. The ongoing maintenance of the fencing referred to in clause 11.1 will be under the terms of the Fencing Act 1978.
- 11.3 If the Commissioner has not completed any fencing as set out in Appendix 3 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 such fencing. The Holder will do all things necessary (including signing any document) to enable the Commissioner to register such a covenant.
- 11.4 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, the parties will (or the relevant will) (as the case may be) undertake the construction works set out in Appendix 3 on the terms and conditions set out in Appendix 3.

12 Apportionments

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

13 Risk

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



14 Survey

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

15 Holder's Acknowledgments

- 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; and
 - (ii) any rule in any plan, resource consent or other requirement issued under the Resource Management Act 1991, and
 - (iii) the Building Act 2004; andthe Holder hereby indemnifies and will indemnify the Commissioner against all losses, damages and expenses incurred by the Commissioner and against all claims made against the Commissioner in respect of any work or costs for which the Holder is liable under this clause 15;
 - (d) nothing in this Proposal is affected by, and the Commissioner has no liability of any nature in respect of, the existence or terms of any leases, licences or other occupation rights of any nature (if any) granted by the Holder in respect of the Land; and
 - (e) the Holder has no claim (and will not have any claim) whatsoever against the Crown and/or Commissioner in relation to the Tenure Review and/or this Proposal, including (without limitation) any claim for any misrepresentation or for any loss or damage suffered whether in contract, tort (including negligence) or otherwise.

16 No Representations or Warranties by the Commissioner

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



- (c) that the Freehold Land complies with all or any statutory, territorial authority or any other legal requirements affecting or relevant to the Freehold Land.

17 Acceptance

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

18 Solicitors Certificate

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

19 Default

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

20 Goods and Services Tax

- 20.1 The Commissioner and the Holder warrant to each other that they are registered for GST purposes.
- 20.2 On the 10th working day following the Unconditional Date the Commissioner will provide to the Holder a GST invoice in respect of the supply evidenced by the Holder's Consideration. The invoice will specify the Commissioner's GST Date.
- 20.3 The Holder will pay GST on the Holder's Consideration to the Commissioner by bank cheque on the Commissioner's GST Date, time being of the essence.
- 20.4 On the 10th working day following the Unconditional Date, the Holder will provide to the Commissioner a GST invoice in respect of the supply evidenced by the Commissioner's Consideration.
- 20.5 The Commissioner will pay GST on the Commissioner's Consideration to the Holder on the Commissioner's GST Date, time being of the essence.
- 20.6 Where any GST is not paid to the Commissioner or to the Holder (as the case may be) in accordance with this clause 20, the Holder will pay to the Commissioner, or the Commissioner will pay to the Holder (as the case may be), upon demand and together with the unpaid GST:
 - (a) interest, at the Default Rate, on the amount of the unpaid GST and which will accrue from the Commissioner's GST Date until the date of payment of the unpaid GST; and
 - (b) any Default GST.

21 Lowest price

- 21.1 The Holder's Consideration does not include any capitalised interest and the parties agree that the "lowest price" for the purpose of valuing the Freehold Land under section EW32(3) of the Income Tax Act 2004 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 purpose of valuing the Crown Land under section EW32(3) of the Income Tax Act 2004 is equal to the Commissioner's Consideration.

22 Costs

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

23 No nomination or assignment

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

24 Recreation Permit

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

25 General

- 25.1 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.
- 25.2 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.
- 25.3 The Holder must comply with the Commissioner's requirements for the implementation and settlement of the Tenure Review contemplated by this Proposal.
- 25.4 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.
- 25.5 This Proposal is governed by, and must be construed under, the laws of New Zealand and the Commissioner and the Holder irrevocably submit to the jurisdiction of the New Zealand courts or other New Zealand system of dispute resolution.
- 25.6 The illegality, invalidity or unenforceability of any provision in this Proposal will not affect the legality, validity or enforceability of any other provision.
- 25.7 In relation to notices and other communications under this Proposal:
- (a) each notice or other communication is to be in writing, and sent by facsimile, personal delivery or by post to the addressee at the facsimile number or address, and marked for the attention of the person or office holder (if any), from time to time designated for that purpose by the addressee to the other party. Other than the address to which the Holder is to send its acceptance of this Proposal (which the Commissioner will

specifically notify the Holder of) the address, person or office holder (if any) for each party is shown on the front page of this Proposal;

- (b) no communication is to be effective until received. A communication will be deemed to be received by the addressee:
 - (i) in the case of a facsimile, on the working day on which it is despatched or, if despatched after 5.00 p.m. on a working day or, if despatched on a non-working day, on the next working day after the date of dispatch;
 - (ii) in the case of personal delivery (including, but not limited to, courier by a duly authorised agent of the person sending the communication), on the working day on which it is delivered, or if delivery is not made on a working day, on the next working day after the date of delivery; and
 - (iii) in the case of a letter, on the fifth working day after mailing (postage paid).

26 Interpretation

26.1 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 floating rate agreement mid-point thirty day bank bill rate as at 10.45 a.m. on Reuters' page BKBM on the date on which the relevant payment becomes due and payable plus 500 basis points and compounded monthly;

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;

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;

Settlement Date means the settlement date defined in clause 3.1;

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

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

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

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

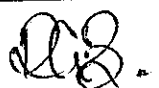
working day means a day that is not a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Labour Day, or a day during the period commencing on any Christmas Day and ending with the 15th day of the following January or a day which is a provincial holiday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

26.2 Construction of certain references

In this Proposal, unless inconsistent with the context:

- (a) a reference to a certificate of title includes a reference to a computer register;
- (b) words importing a gender include all genders;
- (c) reference to a statute includes reference to all enactments that amend or are passed in substitution for the relevant statute and to all regulations relating to that statute;
- (d) words in the singular include the plural and vice versa;
- (e) reference to a month means a calendar month;
- (f) reference to a person means an individual, a body corporate, an association of persons (whether corporate or not), a trust or a state or agency of a state (in each case, whether or not having separate legal personality);
- (g) references to sections, clauses, sub-clauses, parts, annexures, attachments, appendices, schedules, paragraphs and sub-paragraphs are references to such as they appear in this Proposal and form part of this Proposal;

- (h) headings are included for ease of reference only and will not affect the construction or interpretation of this Proposal;
- (i) all monetary amounts are expressed in New Zealand currency;
- (j) references to obligations includes reference to covenants, undertakings, warranties and, generally, obligations or liabilities of any nature properly arising whether directly or indirectly, under or in respect of the relevant contract, agreement or arrangement;
- (k) all references to times are references to times in New Zealand;
- (l) if the Holder comprises more than one person, each of those person's obligations, as Holder, will be both joint and several.



Schedule One: Provisions relating to the Schedule One Land

1 Details of Designation

- 1.1 Approximately 49.3203 hectares (shown edged pink and labelled CA1 on the Plan attached) is designated as land to be restored to or retained in full Crown ownership and control as a Conservation Area under section 35(2)(a)(i) Crown Pastoral Land Act 1998,

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Schedule Two: Provisions relating to the Schedule Two Land

1 Details of designation

1.1 Approximately 10 hectares (shown edged pink and labelled CA2 on the Plan attached) is designated as land to be restored to or retained in Crown control as a Conservation Area under section 35(2) (b) (i) subject to:

(a) Farm management easement (shown on the Plan in blue lines and marked k-kl on the Plan attached) as set out in Appendix 13

1.2 Approximately 2128 hectares (shown edged pink and labelled CA3 on the Plan attached) is designated as land to be restored to or retained in Crown control as a Conservation Area under section 35(2)(b)(i) subject to:

(a) Farm management easement (shown as blue lines and marked b-c on the Plan attached) as set out in Appendix 14.

[2 Information Concerning Proposed Concessions

2.1.1 Description of proposed activity:

Farm Management access easement (k-k1) across proposed conservation land CA2 adjacent to the shore of Lake Hawea. The proposed easement (concession) links proposed freehold land on the west side of SH 6 with Crown land adjacent to Lake Hawea. The holders seek the concession in order to drive stock down to the lakeside Crown land, thus avoiding the increasingly busy state highway. The proposed easement (concession) permits the use of the easement area for the droving of farm stock with or without farm dogs and horses. The concession applies only to proposed conservation land and does not imply consent for any activity on Crown Land administered by Land Information New Zealand.

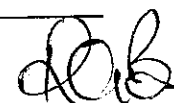
2.1.2 Description of area where proposed activity to be carried out and proposed status:

The proposed easement is located within an area of mixed native shrubland dominated by kanuka, bracken, cabbage trees, Coprosma propinqua and tutu. Proposed status for the area is "existing pastoral lease to become a conservation area."

2.1.3 Description of potential effects of proposed activity and any actions proposed to avoid, mitigate or remedy any adverse effect:

Construction of a stock track along the easement area will result in the clearance of a strip of vegetation 5-10 metres wide. While this will have a local impact the integrity of the lakeside shrubland will remain essentially intact. Driving of stock along the easement may lead to some minor grazing of native vegetation on the easement line; however it is considered that the easement terms contain sufficient controls to avoid, mitigate or remedy any adverse effects. The easement contains clauses dealing with protection of the environment, interference with natural features, deposit of dangerous matter, obstruction of the public and restraint of use during periods when it is vulnerable to damage.

DOC will regularly visit as it is located immediately adjacent to State Highway 6, a road regularly used by staff involved in routine work on a network of local reserves and



conservation areas and will therefore be aware if the concession activity is having any negative effects.

2.1.4 Details of the proposed type of concession:

Concession (easement) under Section 17Q Conservation Act 1987.

2.1.5 Proposed duration of concession and reasons for proposed duration:

Proposed duration: Perpetuity.

2.1.6 Reasons for proposed duration:

As the easement route will provide important farm access and will enable the present activity of driving stock along the increasingly busy State Highway 6, the suggested term is for the longest possible time.

2.1.7 Proposed grantee:

Glen Dene Limited.

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

DOC currently has a functional relationship with the proposed Grantees over a variety of issues within the Hawea/Wanaka area

Description of proposed activity(s)

- 2.2.1** Farm Management access easement concession (b-c) through a short section of proposed conservation land in the lower Craig Burn. The easement (concession) links proposed freehold land in the Upper Craig Burn catchment with freehold land adjacent to SH6. The holders seek the concession in order to access land to be freeholded via an existing 4WD track which links with SH6 (Wanaka – Haast Highway). The proposed easement (concession) permits the holders to use of the easement area for access by motor vehicle or bicycle; for access for farm dogs, farm stock, and farm machinery and implements for farm management purposes and to authorise motor vehicle use by members of the public and invitees. The holders have the right to maintain the existing road on the Easement Area to its current or similar standard.

Description of place(s) where proposed activity to be carried out and proposed status:

- 2.2.2** The proposed easement area lies on a formed 4WD track which is located immediately inside proposed conservation land which extends into the headwaters of Mount Burke Creek. The track lies inside the conservation area as the most practical location to erect a boundary fence lies on the outside, not the inside of the track. The track runs through an area of mixed native shrubland dominated by kanuka, bracken, cabbage trees, Coprosma propinqua, tutu and rough pasture. Proposed status for the area is "existing pastoral lease to become a conservation area".

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

Driving of stock along the easement may lead to some minor grazing of native vegetation on the easement line; however it is considered that the easement terms contain sufficient controls to avoid, mitigate or remedy any adverse effects. For much of the easement area, terrain is steep and rough on the lower side of the track (unattractive to stock) and fenced on the upper side. The easement document contains clauses dealing with protection of the environment, interference with natural features, deposit of dangerous matter, obstruction of the public and restraint of use during periods when it is vulnerable to damage.

DOC staff will periodically visit the area as it forms part of the same track over which the lower section is subject to an easement for conservation management purposes. This track provides vehicle access from SH6 to the lower reaches of the proposed Mount Burke Creek conservation area.

2.2.4 Details of the proposed type of concession:

Concession (easement) under Section 17Q Conservation Act 1987.

2.2.5 Proposed duration of concession and reasons for proposed duration

Proposed duration Perpetuity.

2.2.6 Reasons for proposed duration]:

The easement provides the only practical vehicle and stock access to a large area of proposed freehold land. The track which comprises the easement lies comprises a short middle section of a track which otherwise lies on land proposed for freeholding to the holder.

2.2.7 Proposed grantee:

Glen Dene Limited.

2.2.8 Relevant information about proposed Grantee:

DOC currently has a relationship with the proposed Grantees over a variety of issues within the Hawea/Wanaka area.



Schedule Three: Provisions relating to the Schedule Three Land

1 Details of designation

- 1.1 Under this Proposal the land shown marked in green on the Plan, being 5601 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 Vehicles for Management Purposes Easement in Gross marked as a-b, d-e-f-g on the Plan and substantially as set out in Appendix 4 and,
 - (d) the Public Access Easement One Easement in Gross marked as i-e-f-g on the Plan and substantially as set out in Appendix 5;and,
 - (e) the Public Access Easement Two Easement in Gross marked as j-j1 on the Plan and substantially as set out in Appendix 6;and,
 - (f) the Public Access Easement Three Easement in Gross marked as f-h, l-m, n-o on the Plan and substantially as set out in Appendix 7;and,
 - (g) Combined Public Access and Vehicles For Management Purposes Easement marked as p on the Plan and substantially as set out in Appendix 8;
 - (h) the covenant labelled CC1 as (shown on the Plan in yellow)substantially as set out in Appendix 9.
 - (i) the covenant labelled CC2 (shown on the Plan in yellow) substantially as set out in Appendix 10.
 - (j) pursuant to 36 (3) (c) of the Crown Pastoral Land Act 1998, the continuation of the easement in favour of Mt Burke Station Ltd. which is to be registered pursuant to Schedule 4 Clause 1(b) of this proposal.



Schedule Four: Conditions

- 1 The Commissioner is under no obligation, and may decide, in its sole discretion, not to proceed further with the Tenure Review unless and until:
 - (a) the Director General of Conservation has completed all actions required under Part IVA of the Conservation Act 1987; and
 - (b) the easement in favour of Mt Burke Station Ltd substantially in the form set out in Appendix 15 has been registered.
- 2 The Holder acknowledges that a survey that redefines part of the boundary of the Lease and Lake Hawea at the Neck and being more particularly defined on SO 345142 has been approved. An alteration to the Lease description and area to recognise the new boundary will be undertaken in terms of section 113 Land Act 1948 by the Commissioner.
- 3 The agreement dated 16 April 2004 between The Holder and the Crown being completed substantially in the form set out in Appendix 11.
- 4 The agreement dated 26 July 2005 between The Holder and the Crown being completed substantially in the form set out in Appendix 12.
- 5 For the avoidance of doubt:
 - (a) The fence lines A-B, N-O will be Deer fenced and L-M will also be Deer fenced subject to the Holder meeting the defined cost between a standard 7 wire sheep fence and a Deer fence as set out in Appendix 3.
 - (b) A person gate will be placed in the new fence to be constructed where it crosses the Craig Burn
 - (c) The construction of car park shown as I on the Plan will be undertaken by the Department of Conservation entirely at their cost.
 - (f) The Crown will pay for the following fence lines:

A-B	Deer Fence
C-D	Sheep Fence
D-E	Sheep Fence
J-K	Sheep Fence
N-O	Deer Fence
P-Q-R-S	Sheep Fence



- (g) Possible upgrade of L-M
L-M The Crown will pay for a sheep fence and the holder has the option to pay the increased cost to upgrade it to a deer fence.
- (h) The Holder will pay for the following fence lines:
F-G
H-I
J-K

8 The Holder and the Crown acknowledge that significant inherent values have been identified in the areas shown as Conservation Areas CA1, CA2 and CA3 and Covenant Areas CC1 and CC2 ("the areas"). The holder acknowledges that:

- (a) any consents held by the Holder over the areas will terminate on settlement; and,
- (b) that the holder will continue to farm the areas in a manner that will maintain the significant inherent values of the areas until settlement.

In this clause, consents includes the following:

- (i) burning
- (ii) spraying
- (iii) cultivation
- (iv) soil disturbance

9 The Holder will not spray to clear any vegetation on any land held by the Crown for any purpose that is subject to this proposal.



Appendix 1: Consents – Example of Mortgagee Consent

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

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

Dated:

SIGNED by [])
in the presence of:)

[Handwritten Signature]

Witness Signature:

[Handwritten Signature]

Witness Name:
Occupation:
Address:

*Rudence Helen Wilson
House
Dublin Downs 2RD
Wairakei*

[Handwritten Signature]

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

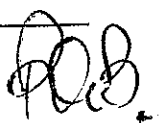
[], being the party entitled to the benefit of [] registered against Lease [], hereby consents to the acceptance of the Proposal dated [] by [the Holder] pursuant to the Crown Pastoral Land Act 1998.

Dated:

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

Witness Signature:

Witness Name:
Occupation:
Address:



Appendix 2: Example of Solicitors Certificate

Certifications

I [] hereby certify as follows:

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

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

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

2. The consent of each person that has an interest (registered or unregistered) in the Land (as that term is defined in the Proposal), to the Holder's acceptance of the Proposal has been obtained and included in the copy of the Proposal, signed by the Holder, that has been provided to the Commissioner.

3. [No consent, licence, approval or authorisation by any court, regulatory authority or governmental agency is required to enable the Holder to accept the Proposal, perform the Holder's obligations under the Proposal and to acquire the freehold interest in the Land (as defined in the Proposal).] **OR**

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

Yours faithfully
[signed by principal of law firm]



Appendix 3: Indicative Fencing Requirements

Fence line

Length and location:

- (1) **Conservation Area 1 A-B The Neck Wetland.** An estimated 2.2 km of new deer fencing is required along the southern boundary of the proposed Neck Wetland Scenic Reserve
- (2) **C-D-E Conservation Area Three – Mount Burke Creek / Lake Wanaka**
An estimated 3.8km of sheep fencing from Lake Wanaka to the termination point in CA
- (3) **L-M Conservation Area Three**
An estimated 1.3km of sheep fencing. The owner wishes to upgrade this to a deer fence and the Crown will undertake this work subject to agreement as to the difference in cost between the sheep fence and the deer fence being paid by the owner.
- (4) **N-O Conservation Area Three.**
An estimated 1.56km of deer fencing from above the Craig Burn to the State Highway.
- (5) **J-K Easement at Bum Bay.**
An estimated 340m of sheep fencing
- (6) **P-Q-R-S Pt Conservation Area 3 Car parking Area.**
An estimated 100m of sheep fencing
- (7) **T-U Wing Fence**
An estimated 200m of sheep fencing.

Total Length: approximately 9.5km.

For sheep fence No 9 wire to be used for the 7 wire fence.

Type:

- (a) Subject to compliance with the special conditions for the Glen Dene Fence Lines a Standard 7 wire sheep/beef for C-D-E, L-M, J-K, P-Q-R-S and T-U.
- (b) Subject to compliance with the special conditions for the Glen Dene Fence Lines a Standard Deer fence for A-B and N-O.

Gates

Deer fence gates

- | | | |
|-----|---|---------------------------------------|
| A-B | 1 | At freehold end of easement 'p'. |
| N-O | 2 | One at 'b' and one on flat below 'N'. |

Sheep gates

- | | | |
|-----|---|--|
| T-D | 2 | Gateways on the Lake Wanaka Face One at the top and one on the major corner midway through the Lake Wanaka Face. |
| D-E | 1 | Located at 'g' where track passes through the boundary. |

Upgrade of L-M to a Deer Fence

The agreement between the Commissioner of Crown Lands (Commissioner) and Directors of Glen Dene Station Limited (Glen Dene) calls for the erection of a deer fence on new and as yet unfenced boundaries of Conservation Land part of which (L-M) is proposed to be on a cost sharing basis. The cost sharing basis will involve the Commissioner meeting the cost of erecting a conventional wooden post and seven wire fence and Glen Dene to meet the additional cost (the defined sum) associated with the erection of deer fences.

To establish the defined sum the Commissioner acting through its contractor will, prior to the calling of tenders, enter into consultations with Glen Dene for the purpose of reaching an agreement on the defined sum to be met by Glen Dene. On the reaching of the said agreement the Commissioner will proceed to seek competitive prices for the erection of deer fences the indicative requirements are set out under Part A of these specifications.

The parties to the Substantive Proposal reserve the right, failing agreement on the quantum of the defined sum, to proceed to seeking competitive prices for the erection of conventional fences the indicative requirements are set out under Part B of these specifications.

For the avoidance of doubt the Commissioner in calling for competitive prices in relation to the portion of fencing that will be involved in cost sharing will seek a cost for the erection of deer fences only, unless in the circumstances as outlined in the previous paragraph the parties prior agree to the erection of conventional fences in which event prices will be called for conventional fences only. Indicative deer and conventional fence requirements set out under Attachments A and B are included to specify the type of deer fence to be erected and the alternative of conventional fence construction is included only should the parties not come to an agreement on the defined sum.

Public car park at 'I' Bum Bay

For the avoidance of doubt the Commissioner is responsible for the erection of and meeting the cost of fencing work around the public car park on land shown marked as "I" on the plan but accepts no responsibility for any other work associated with the formation of the car park, its access from the State Highway, the latter work coming under the Director-General of Conservations jurisdiction.



Specifications

Attachment A Sheep Fence Specifications.

Attachment B Deer Fence Specifications.

A handwritten signature in black ink, appearing to be 'DCB', is located in the bottom right corner of the page.

Fencing Specification

1.0 Nature of Fence Construction

1.1 Depending upon:

- (a) Altitude (extent of soil cover)
- (b) Accessibility (tractor to drive posts)
- (c) Whether fence line is dozed (ability to drive posts)

a fence line may be substantially of steel construction (T. Irons instead of posts) or may be post and wire.

The specification will need to identify the extent of any earthworks and which type of fence is to be constructed and accordingly determine the spacing for waratahs. On a steel fence in rough country, spacing on waratahs could come down below 3 metres at times.

2.0 Preliminary and General

2.1 New Materials

All materials forming part of the fence shall be new and shall conform to any relevant New Zealand or international standard. Where no applicable standard exists then materials shall be of best quality as generally accepted in New Zealand farming and fencing industries.

2.2 Blasting

Any blasting required to loosen or remove rock will be done with electric detonators.

2.3 Drilling

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

2.4 Spiking

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

3.0 Materials

3.1 Wire

Fence wire will be 2.5mm galvanised high tensile and tie-downs and tie-backs will be 4mm galvanised mild steel.

3.2 Infill Posts

Infill posts will be steel standards of either "Waratah" brand or manufactured to a similar quality and standard. Standards will be mostly of 1500mm with 1350mm permitted on rocky ground and 1650 to be used on soft ground.

203.

3.3 T. Irons
T. Irons will be 1.65m in length with a width of 50mm on each t-section and manufactured from 6mm steel.

3.4 Posts
All posts used will be round and tanalised and with a guaranteed life of 50 years. Dimensions of posts will be as follows:

Strainers – 2.1m x 250mm SED where posts are to be driven
2.1m x 200mm SED where posts cannot be driven

Stay posts – 1.8m x 150mm SED
Intermediate posts – 1.8m x 125mm SED
Bracing rails – 2.7m x 125mm SED

3.5 Stay Block
12 x 2 x 24 ground treated.

3.6 Staples
Staples will be 50mm x 4mm barbed galvanised steel.

3.7 Permanent Wire Strainers.
Permanent wire strainers are to be of the yoke and reel type with a sprung loaded locking bar.

3.8 Rabbit Netting
Rabbit netting is to be 1.066m wide with a 40mm square mesh made from 17 or 18 gauge galvanised mild steel wire. The netting fasteners are to be RP22 stainless steel ring fastener clips.

3.9 Crossing Netting
Netting on creek crossings will be Tightlock 7 wire galvanised sheep netting.

3.10 Gates
Gates will be 3.66m and made of 32mm 2.6 wt galvanised pipe frame with three 25mm 2.0 wt galvanised pipe braces, 50mm x 3.15mm galvanised chain link mesh and 2.24mm galvanised lacing wire.

3.11 Gudgeons
Gudgeons will be made of galvanised steel with the top gudgeon being lock through and the bottom gudgeon being bolt through.

3.12 Gate Chains
Gate chains will be galvanised steel chain and staple type of or equivalent to Hurricane GG HLP.

4.0 Methodology

- 4.1 Strains
1. Strains not to exceed 250 metres.
 2. Wire to be strained to manufacturers specification.
 3. Strain to account for weather conditions at time of strain.

R.G.B.

4.2 Conventional Stay

Strainer post 2.1m x 200mm - half in and out of ground with minimum of 900mm below ground.

Cut small end of stay to 75mm square allowing for the angle of descent.

Mark strainer between second and third bottom wires to outline mortice.

Mortice to a depth of 50 - 60mm.

Mark off the length of the diagonal stay post at ground level.

Come 150mm inside the mark and dig a hole 350mm deep at the same angle as to stay meets the post.

Fit stay block against angled face of hole.

Fit stay post into mortice and mark length to stay block allowing for a tight fit and cut to length.

Re-fit stay post to mortice and ram against stay block.

4.3 Box Type Strainer Assembly

Strainer post 2.1m x 200mm SED - half above and below ground - minimum 900mm in ground.

Stay post 2.1m x 125mm SED.

Bracing rail 2.7m x 125mm SED.

Cut bracing rail 125mm longer than distance between post to allow for 2 x 60mm mortice.

Cut end of bracing rail to 75mm square.

Mark strainer and stay post and cut mortice to position bracing rail 50mm below top of strainer and stay.

Bracing wire to consist of three continuous loops of 2.5mm HT or 4mm soft galvanised wire - 10mm clear of ground on strainer post and either strained with a triplex or twitched.

4.4 Gates

Gates are to be hung on a lock through top gudgeon and bolt through bottom gudgeon and must close onto a block and against a post and be able to fully open back against the fence.

Gudgeon Size	Gate length	Strainer Post Size
20mm	4.25-4.88m (14-16ft)	200mm SED
20mm	3.66m (12ft)	175mm SED
20mm	3.05 (10ft)	150mm SED
16-20mm	2.44m (8ft)	150mm SED
16-20mm	1.8m	150mm SED
16-20mm	1.2m	125mm SED
16-20mm	1m	125mm SED
12-16mm	1.2m	125mm SED
12-16mm	1m	125mm SED
12-16mm	.9m	125mm SED

4.5 Tie Downs

Tie downs are to consist of half or full waratahs according to conditions and the tie down is to be with 4mm galvanised soft wire (which is to remain above ground).

If a post is a tie down, it is to be fixed to the waratah by a 150mm x 6mm galvanised nail.

RCS

4.6 T.Irons

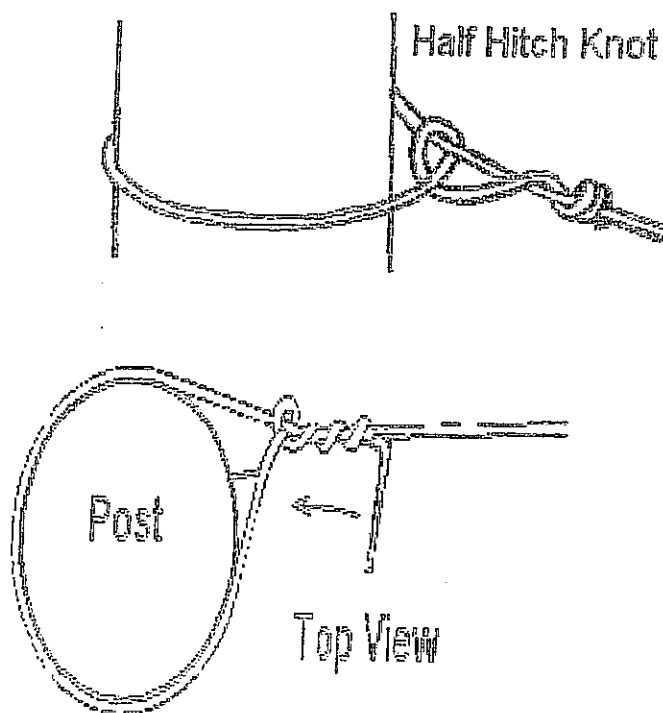
T.Irons are to be used on all corners and on the end of all strains with tie backs on them except on the gate ways where conventional block and stay or box stays are to be used.

4.7 Tying Off

The break strength of a half hitch knot is over 60% of the break strength of the wire. To tie a half hitch knot:

- Pull about 3 feet of wire around the post.
- Bring the end of the wire underneath and back over the line wire.
- Bring the end down between the post and the wire that you just wrapped around the post.
- Bring the tail under the wrap and over the line wire.
- Make two tight wraps with the tail around the line wire.
- Break or cut off the tail. Cutting leaves a rough surface. Breaking wire will leave a smooth surface. To break off excess wire:
 - Put a 90 bend in the wire about 6" beyond the knot.
 - Grasp the wire just beyond the bend and crank it parallel to the fence line (back toward the post or splice). The wire will snap right off.

The faster you work, the easier the wire is to break. High tensile wire gets hot when worked slowly. When hot, the wire becomes more difficult to work and break off.



4.8 Splicing

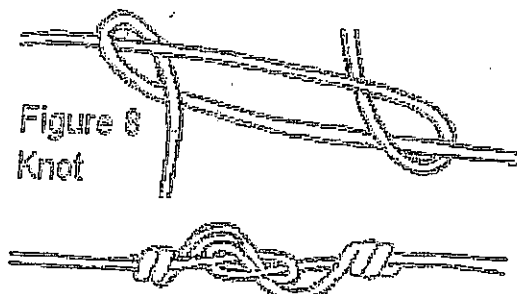
Wire can be spliced using a figure "8" knot, nicorpress sleeves or a "wire link".

RAB.

FIGURE "8" KNOT

The figure "8" is the most efficient knot for splicing high tensile wire (figure 7). It will maintain up to 76% of the strength of the wire. To tie a figure "8":

1. Overlap the wires to be spliced by about 4 feet.
2. In each piece make a small loop around the other wire. Leave yourself an 18" tail on each wire. The tails should be pointing in opposite directions.
3. Tension up the figure "8" so that the tails are touching.
4. Holding the figure "8" secure in the claws of a hammer, wrap the tail back onto the line wire with at least two wraps.
5. Break off the excess wire.



5. Critical Information

5.1 Waratah Weights

<u>Item Description</u>	<u>Weight (kg)</u>
Waratah Standard 1350mm - 7 hole	2.7
Waratah Standard 1500mm - 7 hole	3.0
Waratah Standard 1500mm - 8 hole	3.0
Waratah Standard 1650mm - 7 hole	3.3
Waratah Standard 1650mm - 8 hole	3.3
Waratah Standard 1800mm - 8 hole	3.6

5.2 Wire Specifications

<u>Diameter</u>	<u>Metres per kg</u>	<u>Metres per 25 kg</u>
2.5	25.9511	648
3.15	16.3463	408

<u>Wire Gauge (mm)</u>	<u>Length/ 25 kg coil (Metres)</u>	<u>Yield Point (Approx kg)</u>	<u>Breaking Load (kg)</u>	<u>Maximum Tension (kg)</u>
2.5 HT	648	480	600	150
3.15 HT	408	640	800	200
4.00 Mild	253	450	600	250

LB

Attachment B

Glen Dene Deer Fencing Spec

Specifications for Deer Fence

Type of Post: Full Round 140 – 160 mm diameter

Fence Posts:

Average Top 12cm diameter Posts are measured small end diameter so this should be same as nominated post size. 140mm-160mm
Minimum Length 2.70m is std 9'
Maximum Spacing 5m or less if conditions require.

Steep areas Post must be less than 4 metres
Minimum Height above ground 2.0 m - Max Height 2.1m

Strainer Posts

Minimum Length 3.05 m
Average top 18cm diameter

Stays

Minimum Length 2.4m

Maximum Length 2.75 m
Average Top 125mm

Battens

Minimum Length 2m
Width 50mmx40mm.

Perimeter Mesh

Minimum height 1.98 m Use Standard deer netting is 1900mm
Maximum spacing 300 mm with a minimum of 13 wires.
Maximum space between verticals 300 mm

Minimum of 8 wires up to 1m high maximum of 150mm apart for wire and batten fence.

Wire Gauge for all fences 2.5mm high tensile galvanised.

Max length of strain 200m. Netting to be strained to manufactures specs.

Staples must be barbed and 50 x 4mm

No hinge joint netting permitted

Posts, strainers and battons to be one continuous length.

1. All wires are to be fastened on inside of posts. The bottom wire of all fences must be placed as close to the ground as possible, all ground irregularities to be smoothed, and all depressions to be filled with solid fill to allow no space between ground and bottom wire of no more than 75mm. All Top and bottom wires and alternative wires on alternative posts to be stapled with more staples on rises and hollows and where additional strain will be present. The bottom wire to be kept clear of ground to a max distance of 75mm. Staples to be driven well in , but to allow the wire to run through.

2. All strainers, angle posts and dip posts to be driven or dug in and rammed and footed with acceptable footing material. No. 8 wire to be used on foots. All dips and hollows to be tied down using 1.5 metre waratahs driven in so far as possible and wired with Number 8 wire. Or 150mm galv nail.

3. All strainers and angles to be mortised stayed and blocked. Stays to be one-third of the way up posts. Box type stays at end of strains and where practical.

4. Tie-backs using 1.8 metre waratahs are permitted only on landward side of the fence, which should be on the uphill side of the fence.

5. Under no circumstances are any strainers, posts or stays to be shortened either prior to or subsequent to their placement in the ground.

6. Gates

Hardfill or concrete is required under gates or fences which run over culverts.

Gateways should be stayed on both sides and bench to get a good flat gateway.

Hung gates must butt against the full inside surface of the latching post and open outwards.

Minimum height of gate frame 1.9m.

Steel pipe; minimum wall thickness of 3mm; internal diameter 25mm.

Gate covered with chain link with a maximum aperture of 75mm and a minimum wire gauge of 3.15mm; mesh should be laced with minimum 2mm gauge wire.

Hinges and gudgeons to be a minimum of 20mm diameter, one hinge to be reversed, or otherwise constructed so that gates cannot be lifted off (this would include pinning).

Gates must be engaged on contact; gates must be able to be secured with a lock and key.

4.25 metre gateways to be put in on Fence line where fence cut across tracks and as identified on tenure review plan.

Fence line need to be properly clear of scrub and plant material to build a good fence line, fences not properly cleared end up being destroyed by lodging and or fire.

Appendix 4: Form of Easement to be Created (Management Purposes Easement a-b, d-e-f-g)

A handwritten signature in black ink, appearing to be 'A.B.', located in the bottom right corner of the page.

**TRANSFER GRANT OF
EASEMENT IN GROSS**

Access for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

A handwritten signature in black ink, appearing to be 'RCS', located in the bottom right corner of the page.

RELEASED UNDER THE OFFICIAL INFORMATION ACT
TRANSFER

Land Transfer Act 1952

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

Land Registration District

OTAGO

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

ALL

Transferor Surnames must be underlined

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

Transferor Surnames must be underlined

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

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

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

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

Operative Clause

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

Dated this _____ day of _____

Attestation

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

Signed in my presence by the Transferor
Signature of Witness

(continued on page 4 of Annexure Schedule)

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

Witness name

Occupation

Address

Signature, or common seal of Transferor

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

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

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

[]

Dated

[]

Page

[]

of

[]

Pages

Definitions

1. In this transfer unless the context otherwise requires:
 - 1.1 "Easement Area" means that part of the Servient Land (*marked a-b and d-e-f-g on the Designation Plan*) being 10 metres wide which is marked "[]" on S.O. Plan No [].
 - 1.2 "Management Purposes" means:
 - the protection of a significant inherent value of the land managed by the Transferee in the vicinity of the easement area.
 - The management of the land administered by the Transferee in a way that is ecologically sustainable.
 - 1.3 "Servient Land" means the land owned by the Transferor and described on page 1.
 - 1.4 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and, for purposes of clause 2.1, includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation.
 - 1.5 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

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

Exclusion of Schedules

5. The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and the Ninth Schedule of the Property Law Act 1952 are expressly negated.

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.

RCB

Term

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

Temporary Suspension

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

Dispute Resolution

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

Notice

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

Special Easement Terms

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.
- 11 Prior to using the Easement Area the Transferee shall give at least 24 hours notice by telephone to the Transferor and shall have regard to reasonable requests by the Transferor relating to farm management issues. This clause does not apply in an emergency or if the Transferor is unable to be contacted by telephone.
- 12 Where gates are installed by the Transferor such gates must be no less than 3.6 metres in width and kept them unlocked at all times except that the Transferor may lock gates between points labelled ["d-e" on the Proposed Designations Plan] [] on Deposited Plan/on S.O. Plan No. [].
- 13 The Transferee may install her own locks on the gates referred to in clause 12.

Continuation of "Attestation"

Signed for and on behalf of)
Her Majesty the Queen by)
Jeffrey Edward Connell)
under a written delegation in the)
presence of:)

Witness (Signature)

Name _____

Address _____

Occupation _____

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

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

TRANSFER GRANT OF EASEMENT IN GROSS

1. Access for Management Purposes

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
Dunedin

Auckland District Law Society
REF:4135

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

Appendix 5: Form of Easement to be Created (Public Access Easement One i-e-f-g)

A handwritten signature in black ink, appearing to be 'RAB', is located in the bottom right corner of the page.

**TRANSFER GRANT OF
EASEMENT IN GROSS**

Public Access

Land Transfer Act 1952

This page does not form part of the Transfer.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

TRANSFER

Land Transfer Act 1952

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

Land Registration District

OTAGO

Certificate of Title No.	All or Part?	Area and legal description – <i>Insert only when part or Stratum, CT</i>
	ALL	

Transferor Surnames must be underlined

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

Transferee Surnames must be underlined

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

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

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

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

Operative Clause

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

Dated this _____ day of _____

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

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

Easement in Gross for Public Access (adapted from Otaco 37213).
CHCRO-65649-Glendene Public Access to Crest. i-e-f-g. 9-2-05.

Solicitor for the Transferee

RCB

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

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

[]

Dated

[]

Page [] of [] Pages

Definitions

- 1. In this transfer unless the context otherwise requires:
 - 1.1 "Easement Area" means that part of the Servient Land (*marked i-i' & i²-e-f-g on the Designation Plan*) being 10 metres wide and that part of the Servient Land (*marked i¹-i² on the Designation Plan*) being 20 metres wide which are marked [] "[]" on Deposited Plan/S.O. Plan No []
 - 1.2 "Servient Land" means the land owned by the Transferor and described on page 1.
 - 1.3 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public.
 - 1.4 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

- 2. The Transferee has the right in common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
- 3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.
- 4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Exclusion of Schedules

- 5. The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and the Ninth Schedule of the Property Law Act 1952 are expressly negatived.

Term

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

Temporary Suspension

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Easement in Gross for Public Access (adapted from Otaco 37213).
CHCRO-65649-Glendene Public Access to Crest. i-e-f-g. 9-2-05.