

Crown Pastoral Land Tenure Review

Lease name: GLEN DENE

Lease number: PO 136

Substantive Proposal - Part 2

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

June

06

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 The words "on or accompanied by horses" are deleted from Clause 2.
- 12 The Transferee (not being a member of the public) has the right:
- 12.1 To mark the Easement Area as appropriate.
 - 12.2 To erect and maintain stiles.
 - 12.3 To erect and maintain signs informing the public of their rights and responsibilities in relation to the Easement Area.
 - 12.4 To construct and maintain a benched track on the Easement Area.
 - 12.5 To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clause 12.1 to 12.4.

Easement in Gross for Public Access (adapted from Otaco 37213).

CHCRO-65649-Glendene Public Access to Crest. i-e-f-g. 9-2-05.

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.

RUB

- 13 The wording of any signs will be as agreed between the Transferor and the Transferee.
- 14 No walking or use of non-motorised vehicles powered by a person or persons is to be undertaken on the Easement Area without authorisation from the Transferor if these activities are being undertaken for commercial gain by any person.
- 15 The Easement Area is closed between 20 November and 20 December (both dates inclusive).
- 16 No dogs or firearms are permitted on the Easement Area.
- 17 The Transferee agrees that if there is a persistent problem with members of the public trespassing off the Easement Area she, acting through the Minister of Conservation, will in consultation with the Transferor develop a strategy to ameliorate and if possible eliminate the problem. Possible remedies include erection of additional signage, strategic placement of fencing, erection of gates and stiles and publicity (including brochures and visitor centre information). The Transferee will meet capital costs associated with the strategy.
- 18 For the avoidance of doubt clause 7 does not apply to the Transferor's use of the Easement Area.

Continuation of "Attestation"

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

Witness (Signature)

Name _____

Address _____

Occupation _____

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

Easement in Gross for Public Access (adapted from Otaco 37213).
 CHCRO-65649-Glendene Public Access to Crest. i-e-f-g. 9-2-05.
 If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access

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")

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

ACB

Appendix 6: Form of Easement to be Created (Public Access Easement Two j-j1)

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

**TRANSFER GRANT OF
EASEMENT IN GROSS**

Public Access – Foot Bicycle & Vehicle

Land Transfer Act 1952

This page does not form part of the Transfer.



TRANSFER

Land Transfer Act 1952

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

Land Registration District

OTAGO

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

		ALL	
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Transferor Surnames must be underlined

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

Transferee Surnames must be underlined

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

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

Public Access 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 _____

Attestation

Signed by acting under written delegation from the Commissioner of Crown Lands Signature, or common seal of Transferor	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
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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 Otago 37213).
 CHCRO-65684-Glendene Public Vehicle Access Sib Dinner Flat to Lake. j-jf. 10-2-05.


 Solicitor for the Transferee

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

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

[] Dated [] Page [] of [] Pages

Definitions

- 1. In this transfer unless the context otherwise requires:
 - 1.1 "Easement Area" means that part of the Servient Land (*marked j-j¹ on the Designation Plan*) being 10 metres wide which is 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 negated.

Term

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

Temporary Suspension

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

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.

Easement in Gross for Public Access (adapted from Otaco 37213).
 CHCRO-65684-Glendene Public Vehicle Access Sth Dinner Flat to Lake. j-j¹. 10-2-05.

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 The words "or by motor vehicle" are added to Clause 2.
- 12 The Transferee (not being a member of the public) has the right:
- 12.1 To mark the Easement Area as appropriate.
 - 12.2 To erect and maintain signs informing the public of their rights and responsibilities in relation to the Easement Area.
 - 12.3 To maintain a vehicle track on the Easement Area.
 - 12.4 To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clause 12.1 to 12.3.
- 13 The wording of any signs will be as agreed between the Transferor and the Transferee.
- 14 No dogs or firearms are permitted on the Easement Area.
- 15 No vehicle is to be left unattended on the Easement Area.

Easement in Gross for Public Access (adapted from Otaco 37213).
CHCRO-65684-Glendene Public Vehicle Access Sth Dinner Flat to Lake. j-j'. 10-2-05.
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.

RCEB

16 For the avoidance of doubt clause 7 does not apply to the Transferor's use of the Easement Area.

Continuation of "Attestation"

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

under a written delegation in the)
presence of:)

Witness (Signature)

Name _____

Address _____

Occupation _____

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

Easement in Gross for Public Access (adapted from Otaco 37213).
CHCRO-65684-Glendene Public Vehicle Access Sth Dinner Flat to Lake, j-j', 10-2-05.
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.

ROB.

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

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access

Land Transfer Act 1952

Law Firm Acting
Conservancy Solicitor Department of Conservation Dunedin

Auckland District Law Society
REF:4135

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(except for "Law Firm Acting")

Easement in Gross for Public Access (adapted from Otaco 37213).
CHCRO-65684-Glendene Public Vehicle Access Sth Dinner Flat to Lake. j-j'. 10-2-05.

ACB

Appendix 7: Form of Easement to be Created (Public Access Easement Three f-h, l-m, n-o)

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

**TRANSFER GRANT OF
EASEMENT IN GROSS**

1. Public Access
2. Car Parking

Land Transfer Act 1952

This page does not form part of the Transfer.

A handwritten signature in black ink, appearing to be 'RUB', 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 - <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.*

1. Public Access Easement in Gross under section 7(2) of the Conservation Act 1987 (continued on pages 2, 3 and 4 of Annexure Schedule).
2. Easement to park motor vehicles under section 7(2) 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 is described above such is granted or created.

Dated this _____ day of _____

Attestation

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

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-65671-Glendene Public Access/ Parking l-m and f-h, n-o. 9-2-05.

[Signature area]

Solicitor for the Transferee

[Handwritten signature]

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 those parts of the Servient Land (*marked f-h, l-m and n-o on the Designation Plan*) being 5 metres wide which are marked [] "[]" on Deposited Plan/S.O. Plan No []
 - 1.2 "Parking Area" means that part of the Servient Land (*marked l on the Designation Plan and more particularly described in the survey specifications*) marked [] "[]" on Deposited Plan/S.O. Plan No [] .
 - 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 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.
 - 1.5 "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 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 negated.

Term

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

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.

Easement in Gross for Public Access (adapted from Otaco 37213).
CHCRO-65671-Glendene Public Access/ Parking l-m , f-h.. n-o. 9-2-05.

RLB

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 The words "on or accompanied by horses" are deleted from Clause 2.
- 12 The Transferee (not being a member of the public) has the right:
- 12.1 To mark the Easement Area as appropriate.
 - 12.2 To erect and maintain stiles.
 - 12.3 To erect and maintain signs informing the public of their rights and responsibilities in relation to the Easement Area.
 - 12.4 To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clause 12.1 to 12.3.

Easement in Gross for Public Access (adapted from Otaco 37213).
CHCRO-65671-Glendene Public Access/ Parking I-m, f-h, n-o, 9-2-05.
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.

- 13 The wording of any signs will be as agreed between the Transferor and the Transferee.
- 14 No walking or use of non-motorised vehicles powered by a person or persons is to be undertaken on that part of the Easement Area marked [f-h on the Designations Plan] without authorisation from the Transferor if these activities are being undertaken for commercial gain by any person.
- 15 That part of the Easement Area marked [l-m on the Designations Plan] "[]" on Deposited Plan /S.O Plan No [] is closed between October 1st - November 15th (both dates inclusive).
- 16 No dogs or firearms are permitted on the Easement Area.
- 17 The Transferee agrees that if there is a persistent problem with members of the public trespassing off the Easement Area She, acting through the Minister of Conservation, will in consultation with the Transferor develop a strategy to ameliorate and if possible eliminate the problem. Possible remedies include erection of additional signage, strategic placement of fencing, erection of gates and stiles and publicity (including brochures and visitor centre information). The Transferee will meet capital costs associated with the strategy.
- 18 For the avoidance of doubt clause 7 does not apply to the Transferor's use of the Easement Area.

Continuation of "Attestation"

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

 Witness (Signature)

Name _____

Address _____

Occupation _____

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

Easement in Gross for Public Access (adapted from Otaco 37213).
CHCRO-65671-Glendene Public Access/ Parking l-m, f-h, n-o. 9-2-05.
If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Car Parking

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
Dunedin

Auckland District Law Society
REF:4135

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(except for "Law Firm Acting")

Easement in Gross for Public Access (adapted from Otaco 37213).
CHCRO-65671-Glendene Public Access/ Parking I-m and F-h., n-o. 9-2-05.

Appendix 8: Form of Easement to be Created (Combined Public and Management Easement p)

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

**TRANSFER GRANT OF
EASEMENT IN GROSS**

1. Public Access
2. Access for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

RhB

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

[Empty box for Land Registration District]

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

Transferor Surnames must be underlined

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

Transferee Surnames must be underlined

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

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

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

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

Operative Clause

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

Dated this _____ day of _____

Attestation

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

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

OTACO-37213 – Easement in Gross Temp
CHCRO-68674 – The Neck FH Strip – Public/Mgmt Access

[Empty box]
Solicitor for the Transferee
REB.

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

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

[] Dated [] Page [] of [] Pages

Definitions

1. In this transfer unless the context otherwise requires:
 - 1.1 "Easement Area" means that part of the Servient Land being the [entire area which is marked "[p]" on the Designations Plan] area marked [] on Deposited Plan/S.O. Plan No [].
 - 1.2 "Management Purposes" means:
 - the protection of a significant inherent value of the land managed by the Transferee (not being a member of the public), in the vicinity of the Easement Area.
 - The management of the land administered by the Transferee (not being a member of the public) in a way that is-ecologically sustainable.
 - 1.3 "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; and any member of the public; but for the purposes of clause 2.2 means the Transferee's tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation only.
 - 1.5 "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:
 - 2.1 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.
 - 2.2 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.

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.

OTACO-37213 - Easement in Gross Templ
 CHCRO-68674 - The Neck FH Strip - Public/Mgmt Access

Plub-

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.

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

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 - (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.

OTACO-37213 - Easement in Gross Temp
CHCRO-68674 - The Neck FH Strip - Public/Mgmt Access
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.

RAB

- 11. The Transferor will not plant any vegetation or sow seed on the Easement Area without the prior approval of the Transferee.
- 12. For avoidance of doubt clause 4 applies to motor vehicle use of the Easement Area by the Transferee for management purposes as provided for in clause 2.2.
- 13. The Transferee has the right:
 - 13.1 To mark those parts of the Easement Area available for public use as appropriate.
 - 13.2 To erect and maintain stiles.
 - 13.3 To erect and maintain signs informing the public:
 - (a) of the location of land managed by the Crown and available for public access and recreation; and
 - (b) of their rights and responsibilities in relation to the Easement Area.
 - 13.4 To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clauses 13.1 to 13.3.
- 14. For the avoidance of doubt clause 7 does not apply to the Transferor's use of the Easement Area.

Continuation of "Attestation"

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

 Witness (Signature)
 Name _____
 Address _____
 Occupation _____

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

OTACO-37213 - Easement in Gross Temp
CHCRO-68674 - The Neck FH Strip - Public/Mgmt Access
If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. 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")

OTACO-37213 - Easement in Gross Temp
CHCRO-68674 - The Neck FH Strip - Public/Mgmt Access

ACB

DATED _____

Between

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

and

MINISTER OF CONSERVATION
("the Minister")

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

RAB.

THIS DEED of COVENANT is made the _____ day of _____

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

AND **MINISTER OF CONSERVATION**

BACKGROUND

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

OPERATIVE PARTS

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

1. INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- “Act” means the Reserves Act 1977.
- “Covenant” means this Deed of Covenant made under section 77 of the Act.
- “Director-General” means the Director-General of Conservation.
- “Fence” includes a gate.
- “Fire Authority” means a Fire Authority as defined in the Forest and Rural Fires Act 1977.
- “Land” means the land described in Schedule 1.
- “Minerals” means any mineral that is not a Crown owned mineral under section 2 of the Crown Minerals Act 1991.
- “Minister” means the Minister of Conservation.
- “Natural Water” includes water contained in streams the banks of which have, from time to time, been realigned.
- “Owner” means the person or persons who from time to time is or are registered as the proprietor(s) of the Land.

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

1.2 For avoidance of doubt:

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

2. OBJECTIVE OF THE COVENANT

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

3. THE OWNER'S OBLIGATIONS

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

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

4. THE MINISTER'S OBLIGATIONS

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

5. IMPLEMENTATION OF OBJECTIVES

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

6. DURATION OF COVENANT

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

ACB

7. OBLIGATIONS ON SALE OF LAND

- 7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, or assignee to ensure that on any subsequent sale, lease, or assignment, any subsequent purchaser, lessee, or assignee must also comply with the terms of this Covenant including this clause.
- 7.2 If for any reason this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

8. MISCELLANEOUS MATTERS

8.1 Rights

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

8.2 Trespass Act:

- 8.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 8.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

8.3 Reserves Act

- 8.3.1 Subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

8.4 Titles

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

8.5 Acceptance of Covenant

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

8.6 Fire

- 8.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wild fire threatening the Land;
- 8.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
 - 8.6.2.1 requested to do so; or
 - 8.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

9. NOTICES

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

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

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third Working Day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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

10. DEFAULT

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

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

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

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

10.2.1 advise the defaulting party of the default.

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

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

11. DISPUTE RESOLUTION PROCESSES

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

11.2 Mediation

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

11.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

11.3 Failure of Mediation

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

RAB.

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

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

12. JOINT OBLIGATIONS

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

13. SPECIAL CONDITIONS

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

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

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

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

Witness: _____

Address : _____

Occupation: _____

SCHEDULE 1

1. Description of Land

As washed yellow and marked CC1 on the Proposed Designations Plan.

2. Address for Service¹

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

C/- Box 5244 Fax (03)477 8626
DUNEDIN

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

Glen Dene Station Fax (03) 443 4677
Private Bag Wanaka
SH 6 Lake Hawea

3. **Values of Land to be Protected** (Using topographic names on NZMS 260 G39 & F39 (Edition 1 1991 - Catchment referred to as Stewarts Creek lies between Dinner Creek and Halls Creek and is not named on the topographic map).

Botanical Values**Craigburn Catchment.**

Several small unnamed streams discharge into the main stream of the Craig Burn from very steep-sided catchments. Their small, active alluvial terraces and stream banks are mostly shrub covered with *Aristolelia serrata*, *Coprosma rugosa*, *C. propinqua*, *Olearia avicenniaefolia*, *Hebe salicifolia*, *Melicactus* aff. *alpinus* and matagouri (*Discaria toumatou*). Shield fern (*Polystichum vestitum*), short tussocks, and tussock hawkweed (*Hieracium lepidulum*) are common groundcover. Larger terraces of the main stream have manuka (*Leptospermum scoparium*), kanuka (*Kunzea ericoides*), tutu (*Coriaria samentosa*), toetoe (*Cortaderia richardii*), bracken (*Pteridium esculentum*) and occasional cabbage tree (*Cordyline australis*). Pasture grasses and weeds are frequent especially sweet briar and Californian thistle.

Lower slopes have mountain beech (*Nothofagus solandri* var. *cliffortioides*) and silver beech (*Nothofagus menziesii*) with occasional broadleaf (*Griselinia littoralis*) and marbleleaf (*Carpodetus serratus*). A sparse understorey includes saplings of the canopy species, *Pseudowintera colorata* and *Helichrysum lanceolatum*. A sparse groundcover includes the orchid *Chiloglottis cornuta*, and weeds *Hieracium lepidulum* and *Mycelis muralis*. Rock outcrops and bluffs support *Helichrysum intermedium*, *Gingidia montana*, *Gnaphalium ruahinicum*, *Vittadinia australis*, *Stellaria gracilentia*, *Centella uniflora*, *Muehlenbeckia axillaris* and *Asplenium flabellifolium*.

Manuka forms a dense monospecific shrubland over large areas where fires have previously eliminated the taller beech forest and sub-alpine shrublands on dry slopes. This is particularly evident to low elevations along the true right of the main stream.

¹ State street address not Post Office Box number.

Per

Above about 900 metres above sea level, tall *Chionochloa rigida* grasslands predominate with patches of browntop (*Agrostis capillaris*) sometimes present between the upper limit of manuka and lower limits of tall tussockland. Apart from *Chionochloa rigida* other native grass species include *Festuca novaezelandiae*, *F. mathewsii* and *Elymus solandri*. Small inter-tussock shrubs and herbs include *Pimelea oreophila*, *Leucopogon fraseri*, *Raoulia subsericea*, *Anisotome aromatica*, *Celmisia lyallii* and *Aciphylla aurea*. Tussock hawkweed is generally at moderate density but dominates some disturbed areas near the bushline.

Taller shrubs are also a common component especially on shady faces and around steep watercourses. Common species include *Dracophyllum pronum*, *D. longifolium*, *Carmichaelia crassicaule*, *Coprosma rugosa*, *Olearia cymbifolia*, *Ozothamnus vauvilliersii*, *Meliclytus* aff. *alpinus*, *Aristotelia fruticosa* and *Coprosma cheesemani*.

Small stable boulderfields have a distinctive flora dominated by *Anaphalioides bellidioides* and *Blechnum pennamarina*. Other common species are *Parahebe decora*, *Aceana saccaticupula*, *Epilobium* spp. and *Sellaria gracilentia*.

Wet herbfields comprised of many prostrate species line the margins of the steep alpine watercourses. These are variously comprised of *Coprosma perpusilla*, *Plantago triandra*, *Gunnera dentata* and *Hydrocotyle* spp often in association with the sedges *Carex coriacea* and *C. petriei*.

Halls Creek/Stewarts Creek

These catchments comprise steep ravines in their lower reaches with mountain beech forest giving way to tall tussock in the headwaters at about 900 m. The lower reaches are virtually inaccessible to stock. An area immediately above the main highway at the base of Stewarts Creek is dominated by cabbage trees, *Pittosporum tenuifolium*, broadleaf, kanuka and *Hebe salicifolia*, before the ubiquitous beech is reached. Shady aspects have a high incidence of shrubs such as *Dracophyllum pronum*, *D. uniflorum*, *Ozothamnus vauvilliersii* as well as mountain flax and giant spaniard (*Aciphylla scott-thomsonii*).

Drier tussocklands have *Raoulia subsericea*, *Leucopogon fraseri*, *Muehlenbeckia axillaris*, *Poa colensoi*, *Aceana* spp., *Celmisia gracilentia* and *Wahlenbergia albomarginata*.

Wet bluffs surrounding small cascades are draped in *Dolichoglottis lyallii* and *Gingidia montana*. Turfy streambanks below are mossy with *Plantago novaezelandiae*, *Hydrocotyle* spp., *Anaphalioides bellidioides* and *Carex petriei*. One of the few introduced plants present is the wetland herb *Mimulus moschatus*.

Dry bluffs have tutu, *Gaultheria crassa*, *Coprosma rugosa*, *Olearia cymbifolia*, *Helichrysum intermedium*, *Meliclytus* aff. *alpinus*, *Gingidia montana*, and *Brachyglottis haastii*.

Dinner Creek

This has similar vegetation to Halls Creek, although with a more open profile and greater farming influence on the lower slopes. As with all the beech forest there is little understorey apart from occasional *Coprosma* spp. and shield fern ground cover. Of particular note at the tree line is abundant red mistletoe, *Peraxilla tetrapetala*, semi-parasitic on mountain beech. This is a category B species (Molloy & Davis) of very local distribution in Otago.

Tall tussocklands near the bushline have a high incidence of tussock hawkweed, while at the head of the creek it is a rare component.

Landscape

The presence of forests, shrublands and tussocklands overlying spectacular rugged landforms little scarred by tracking, fencing, exotic tree planting or erection of manmade structures combine to form a dramatic and attractive backdrop to the waters of Lake Hawea.

RCB

Birds

Keas have been recorded from the head of Halls and Dinner Creeks. New Zealand Falcon have been recorded the middle section of the Craig Burn and the middle to headwaters of Halls Creek.

Fantail, tomtit, bellbird, grey warbler and riflemen inhabit patches of forest throughout the covenant area.

Native Fish Values

The native koaro (*Galaxias brevipinnis*) is common in lower Hall's Creek and Stewart's Creek. This species is migratory and spawns at the lower reaches of the streams it inhabits, with the juveniles being washed to the lake, to rear for about six months. They return and migrate upstream as "lake whitebait", to adult habitat in tributary streams, exhibiting prodigious climbing ability while doing so.

The koaro population in Stewart's Creek contains all age classes (50mm juvenile-150mm adults) and was also found above a considerable number of significant barriers (falls and chutes).

No fish were found in upper Hall's Creek or at 3 sites fished in Dinner Creek sites.

DCB

SCHEDULE 2

Special Conditions

1. The Minister will pay to the Owner a proportionate share of the following:
 - 1.1 the cost of any work or activity under clause 3.2 if the Minister has first approved the work or activity.
 2. The proportionate share payable by the Minister is to be calculated having regard to the purpose of the expenditure with the intent that:
 - 2.1 the Minister will bear the cost of work essential for preserving the Values;
 - 2.2 the Owner will bear the cost of work essential for all other purposes;
 - 2.3.1 when the expenditure is partly for preserving the Values and partly for other purposes, the parties will bear the costs equally or in such other proportion as they may agree, and failing agreement, as may be determined under clause 11.
3. Clause 3.1.1 is deleted and replaced with the following: "The owner may farm sheep on the Land to an extent that is consistent with the values and objectives as set out in Clause 2 and Schedule 1 of this document."
4. Clause 3.1.2 is deleted and replaced with the following: "Unless agreed in writing between the parties the Owner must not carry out on or in relation to the Land Subject to clauses 3.2.1 and 3.2.3 felling, removal or damage of any tree shrub or other plant, excepting that fallen trees and regenerating shrubs may be cut and removed so that existing mustering trails may be kept open to their existing width"
5. Clause 3.1.4 is deleted and replaced with "Unless agreed in writing between the parties the Owner must not carry out on or in relation to the Land the erection of any Fence, building, structure or other improvement for any purpose, excepting that 7 wire sheep fences may be erected along the lines marked [H-I, F-G and J-K on the Tenure review Substantive Proposal Designations Plan] at the Owners cost.
6. Notwithstanding clause 3.1.5, the Owner may chemically spray for the control of exotic weeds, oversow grass and legume seeds and topdress with fertiliser grazeable areas, which exclude beech forest and other areas dominated by native woody vegetation.
7. Notwithstanding clause 3.1.6 the Owner may maintain existing tracks to their original width (approximately 5 metres wide); for the avoidance of doubt, existing tracks comprise a track up the spur immediately to the north of Dinner Creek, a track along the entire range crest to the south of Isthmus Peak and an existing track/ford at grid reference NZMS 260 G39 221115 5631005.
8. The Minister shall establish a series of photo monitoring points to record the condition of a representative range of values present in the area. This monitoring programme can be expanded to include more quantitative methods such as vegetation monitoring transects or native fish monitoring if the Minister so wishes. The Owner will share results obtained from any existing monitoring sites with the Minister and may request the Minister's assistance with future monitoring.
9. The parties agree that the purpose of the monitoring programme described in Special Condition 8 is to determine whether the land is being managed in a manner consistent with the values described in Schedule 1.
10. The Owner will take all reasonable steps to reverse any negative trends in the condition of the Values revealed by the monitoring programme which can be reasonably attributed to his/her use of the Land.
11. It is acknowledged that the Owner grazes cattle adjacent to the Land. In the vicinity of the Long Burn, a section of the perimeter of the Land is unfenced, as rugged terrain forms an essentially cattle proof barrier. Notwithstanding this, the Owner must take reasonable steps to ensure that cattle do not enter the Land. In the event that cattle do enter the Land they must be mustered out as soon as practicable.

Should casual observations or routine monitoring reveal that cattle presence on the Land is more than transitory, the Owner will in consultation with the Department of Conservation Wanaka Area Manager take steps such as erecting strategic fencing to ensure the problem is resolved.



GRANT of

Correct for the purposes of the
Land Transfer Act 1952

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

Solicitor for the Minister

COMMISSIONER OF CROWN
LANDS

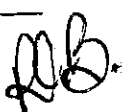
to

MINISTER OF CONSERVATION

Solicitor
Department of Conservation
DUNEDIN/CHRISTCHURCH

ACB

Appendix 10: Form of Covenant to be Created (Conservation Covenant Two - CC2)

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

DATED _____

Between

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

and

MINISTER OF CONSERVATION
("the Minister")

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

ACS

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

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

Dated

Page

of

Pages



Department of Conservation
Te Papa Atawhai

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.

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

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

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

Dated Page of Pages

THIS DEED of COVENANT is made the day of

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

AND MINISTER OF CONSERVATION

BACKGROUND

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

OPERATIVE PARTS

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

1. INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- "Act" means the Reserves Act 1977.
- "Covenant" means this Deed of Covenant made under section 77 of the Act.
- "Director-General" means the Director-General of Conservation.
- "Fence" includes a gate.

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

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

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

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- "Fire Authority" means a Fire Authority as defined in the Forest and Rural Fires Act 1977.
- "Land" means the land described in Schedule 1.
- "Minerals" means any mineral that is not a Crown owned mineral under section 2 of the Crown Minerals Act 1991.
- "Minister" means the Minister of Conservation.
- "Natural Water" includes water contained in streams the banks of which have, from time to time, been realigned.
- "Owner" means the person or persons who from time to time is or are registered as the proprietor(s) of the Land.
- "Party" or "Parties" means either the Minister or the Owner or both.
- "Values" means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat or historic values as specified in Schedule 1.
- "Working Day" means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:

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

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Approved by Register-General of Land under No. 1995/5003
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Insert below
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1.2.8 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2. OBJECTIVE OF THE COVENANT

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

3. THE OWNER'S OBLIGATIONS

3.1 Unless agreed in writing by the parties, the Owner must not carry out on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 the planting of any species of tree, shrub or other plant;

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, chemical spraying, top dressing or sowing of seed;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water;

3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;

3.1.10 any other activity which might have an adverse effect on the Values.

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

3.2 The Owner must:

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and in particular comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;

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

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

[] Dated [] Page [] of [] Pages

- 3.2.3 keep the Land free from exotic tree species;
- 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
- 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
- 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, rebuild or replace all such Fences when reasonably required except as provided in clause 4.2.

4. THE MINISTER'S OBLIGATIONS

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

5. IMPLEMENTATION OF OBJECTIVES

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

6. DURATION OF COVENANT

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

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

Insert below
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7. OBLIGATIONS ON SALE OF LAND

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

7.2 If for any reason this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

8. MISCELLANEOUS MATTERS

8.1 Rights

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

8.2 Trespass Act:

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

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

8.3 Reserves Act

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

8.4 Titles

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

8.5 Acceptance of Covenant

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

8.6 Fire

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9. NOTICES

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

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

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third Working Day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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

10. DEFAULT

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

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

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

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

10.2.1 advise the defaulting party of the default.

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

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

11. DISPUTE RESOLUTION PROCESSES

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

11.2 Mediation

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

11.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

11.3 Failure of Mediation

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

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

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

12. JOINT OBLIGATIONS

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

13. SPECIAL CONDITIONS

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

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

Executed as a Deed

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

Witness: _____

Address: _____

Occupation: _____

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

Witness: _____

Address: _____

Occupation: _____

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ACB

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SCHEDULE 1

1. Description of Land

As washed yellow and marked CC2 on the Proposed Designations Plan

2. Address for Service¹

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

C/- Box 5244
DUNEDIN

C/- 77 Stuart Street Fax (03) 477 8626
DUNEDIN

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

Glen Dene Station
Private Bag Wanaka
SH 6 Lake Hawea

Fax (03) 443 4677

3. Values of Land to be Protected

The Wanaka faces are a large and significant part of the eastern visual enclosure to Lake Wanaka. The dramatic landform which rises abruptly from the lake is visually impressive along the full length of the Wanaka faces. Boulder filled streams within incised gullies retain high natural values. Waterfalls cascading over steep drops are a feature within some watercourses.

The mountain slopes remain largely unmodified with no tracks and fencing confined to the ridge crest.

¹ State street address not Post Office Box number.

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SCHEDULE 2

Special Conditions

1. The standard terms contained in the Covenant are amended as follows:
 - 1.1 Clause 3.1.1 is deleted and replaced with the following: "The owner may farm sheep on the Land to an extent that is consistent with the values and objectives as set out in Clause 2 and Schedule 1 of this document and may graze up to 50 dry cattle between November 1st and May 31st."
 - 1.2 Clause 3.1.5 is deleted.
2. THE Minister may at his own cost undertake wilding pine control operations on the Land but before doing so will give the Owner at least 48 hours notice of his intention to do so and will comply with any reasonable request made of his by the Owner.
3. Costs:
 - 3.1 The Minister will bear the cost of work essential for preserving the Values;
 - 3.2 The Owner will bear the cost of work essential for all other purposes;
 - 3.3 When the expenditure is partly for preserving the Values and partly for other purposes, the parties will bear the costs equally or in such other proportion as they may agree, and failing agreement, as may be determined under clause 11.

GRANT of

Correct for the purposes of the
Land Transfer Act 1952

Solicitor for the Minister

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

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COMMISSIONER OF CROWN
LANDS

to

MINISTER OF CONSERVATION

Solicitor
Department of Conservation
DUNEDIN/CHRISTCHURCH

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Appendix 11: Agreement for Acquisition and Vesting of Land

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Memorandum of Agreement Pursuant to the Public Works Act 1981.

File Reference:

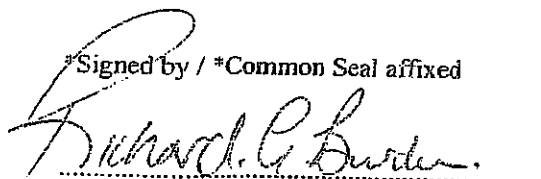
Agreement made this 16 day of April 2004
between the Crown and Glen Dene Limited (*called the Owner*) being the lessee of the land described below for the estate of leasehold in possession offers to sell to the Crown for the purposes of the generation of electricity the land described in Schedule C Clause 1(i) and ((iii) for Crown Land the land described in Schedule C Clause 1(ii) for the sum of \$177,187.50 [inclusive of GST] and in equity for the land in Schedule C Clause 5 being incorporated into CIR OT386/19.

*free of all leases and tenancies and discharged from all encumbrances and requisitions

all the piece(s) of land comprising about 53.1 hectares subject to survey being all that land described in Clause 1 of Schedule C

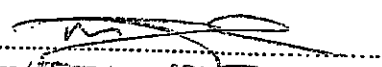
and being part of the land in Computer Interest Register OT386/19 Otago Registry (*called the land*) on and subject to the conditions set out in the Schedules:

1. The Owner agrees to:
 - (a) ~~give to the Crown on settlement an executed a memorandum of transfer of land or alternatively at the option of the Crown~~ The Owner agrees to the land being acquired by Proclamation or Declaration under the Public Works Act 1981, and to R.B. ✓
 - (b) accept the above sum in full settlement of compensation for the land and all rights, easements, and appurtenances belonging to the land and of all claims and demands in respect of the acquisition of the land,
2. The Owner authorises the Crown to retain and pay (if demanded) to the persons entitled the whole or a sufficient portion of the compensation to release the land from all encumbrances affecting the same;
3. The Owner further agrees to provide to the Crown any required consents to enable the Crown to complete acquisition by proclamation and to comply with the requirements set out in the Schedules.
4. This agreement shall not be binding on the Crown until signed on behalf of the Crown.

*Signed by / *Common Seal affixed


 *Signature of Owner / *Common Seal
 Director Glen Dene Ltd.

 *Name of Signatory / *Name of Company

in the presence of: 

 *Name of witness / *Signature of Director

 *Address of witness / *Signature of Director

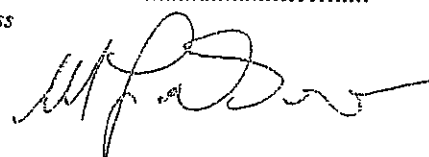
 *Occupation of witness / *Signature of Secretary
 Solicitor

I accept the above offer to sell/confirm the above agreement to take by Proclamation or Declaration.

Signed Paul Jackson
by:
Signature of Authorised Officer

.....
Name of Authorised Officer
For and on behalf of Her Majesty the Queen and
acting pursuant to delegated authority from the Chief
Executive of Land Information New Zealand pursuant
to Section 41 of the State Sector act 1986

in the
presence of: A.M. JACKSON
Signature of witness



.....
Name of witness

.....
Address of witness

ST WAVERLEY ST WA. PAWA

Occupation of witness

Beekeeper.

* Delete if not applicable



Schedule A: Conditions relating to Transfers

Schedule B: Conditions relating to land taken or to be taken by Proclamation or Declaration

(1) Acquisition of Title

The Crown will take title by Proclamation or Declaration but may register a compensation certificate against the title pending issue of the Proclamation or Declaration to facilitate settlement.

(2) Possession

Vacant possession of the land shall be given to the Crown on settlement which shall be no later than one month from date the owner advised that the agreement is unconditional.

(3) Mortgagees' Statements

As the issue of the Proclamation or Declaration will clear or has cleared the land of any encumbrance the Owner shall advise whether the land is, or was, at the date of acquisition viz,, subject to any registered or unregistered mortgage, lien, or charge. If the land is/was so subject the Owner or his solicitor shall forward to the Crown statements signed by each mortgagee and holder of the lien or charge setting out the amount required to be paid to it in discharge of reduction of the mortgage debt or for the release of the lien or charge.

(4) Rates

No rates shall be apportioned.

(5) Compensation

The Owner acknowledges that the above sum is in full settlement of compensation pursuant to the provisions of the Public Works Act 1981 for the land together with the rights, easements and appurtenances thereto belonging.

Schedule C: *see attached page for any conditions special for this transaction*

Note: The Owner should initial this side of the page, any alterations in print, additions to print and attachments and should be given a copy of this form for his/her/their own use.

ALB. J

Schedule C

1) The land to be acquired by the Crown

i) For the Generation of Electricity 33.8ha subject to survey and being Sections 1-4 Survey Office Plan 24541 and Parts Run 799 as illustrated on a Sheets 1- 4 on a Scheme Plan entitled Maximum Erosion Levels of June 2003 drawn by TL Survey Services Limited and shown as Sections 1, 2, 3, 4, 5, 6 and 7 thereon. A copy of these are appended in Appendix 1. Apportionment of consideration \$136,125.00 inclusive of GST. The lands are held under CIR OT386/19

ii) For Crown Land 6808m² being Section 6 Survey Office Plan 24219 held under CIR OT386/19. In addition any interest that the owner may have in that land between Section 6 Survey Office Plan 24219 and Section 1 Survey Office Plan 24526 shown on the plan referred to as "The Neck Plan" and comprising an area of 7300m² approx. Total area of 1.41ha more or less is highlighted yellow on the plans. A copy of these are appended in Appendix 2. Apportionment of consideration \$3,937.50 inclusive of GST.

iii) For the Generation of Electricity 17.9ha subject to survey and being Parts Run 799 held under CIR OT386/19 as illustrated and coloured yellow on the plans being Diagram Sheets 12 of 28 and 26 of 28 Survey Office Plan 24526 attached titled "The Deviation Plans 1 & 2". A copy of these are appended in Appendix 3. Apportionment of consideration \$37,125.00 inclusive of GST.

2) The acquisition and vesting of the land described in 1 above is subject to the following conditions:

- a) The Commissioner of Crown Lands consenting to the acquisition of the Lessors Interest on or before 30 June 2004.
- b) The Crown obtaining all statutory clearances, consents and approvals on conditions acceptable to the Crown on or before 30 June 2004.
- c) The Crown contributing \$7,987.50 inclusive of GST to the Owner for the relocation of fencing in respect to the lands described in Clause 1i). The Owner acknowledges that any subsequent relocation of fencing will be done at his own expense.
- d) The Crown obtaining all necessary approvals to provide a perpetual easement in gross for:
 - (i) a right of way to access, move across and remain on the Easement Land and on the Public Access Land for the purposes of driving stock;
 - (ii) a right to access and remain on the Easement Land with stock, for the purpose of grazing stock,

ACB. J
D.R.

subject to the owner entering into a Deed of Easement on the form attached in Appendix 6 over that land described in 1 (iii) above together with Sections 1 and 6 shown on Sheets 1, 2 and 4 on a Scheme Plan entitled Maximum Erosion Levels of June 2003 drawn by TL Survey Services as illustrated and coloured yellow and red on Sheets 12 of 28 and 26 of 28 Survey Office Plan 24526 attached titled "The Deviation Easement Plans 1 & 2". A copy of these are appended in Appendix 4.

- 3) The Crown will incorporate the lands described in Clause 5 into CIR OT386/19 subject to the Crown obtaining all statutory clearances, consents and approvals on conditions acceptable to the Crown on or before 30 June 2004. These include but are not restricted to Section 40 Public Works Act 1981 and Part 9 Ngai Tahu Claims Settlement Act 1998.
- 4) The Crown will pay the owners reasonable legal expenses on settlement.
- 5) The lands to be incorporated into CIR OT386/19 is:

2.54 ha approx subject to survey and being parts Closed Road Block II Lower Hawea SD and Block XV Mid Hawea SD and illustrated on the plans attached labelled "Land to Be Incorporated into CIR TO 386/19". A copy of these is appended as Appendix 5.
- 6) The Crown shall survey the lands to be acquired and incorporated into the lease and will complete all statutory requirements at no cost to the owner. These actions are to be completed within one year from the date that the agreement becomes unconditional.
- 7) The Crown shall contribute \$33,750.00 inclusive of GST to the owner to enable the owner to install fences or refence parts of the boundary between Part Run 799 and the boundary with Section 1 Survey Office Plan 24256 to enable the owner to remove wing fences into the lake. This payment is in full and final settlement of any claims in relation to fencing between Part Run 799 and Section 1 Survey Office Plan 24256 being all the boundary between Pt Run 799 the owners land and Lake Hawea.
- 8) There shall be no apportionment of rates.
- 9) GST will be payable on production of valid tax invoices prepared in accordance with Section 24 of the Good and Services Act 1985.
- 10) The Owner acknowledges the above amounts is the full and final settlement of all claims under the Public Works Act 1981 pertaining to the purchase of this land only.
- 11) The owner will not proceed with the acquisition of an interest in land of the road described as area C on Survey Office Plan 17989.
- 12) The land proposed to be acquired as described in 1 (i) and (iii) and area C on SO 17989 above and area C on SO 17989 will be declared Crown Land and an operating Easement in favour of Contact Energy placed over the land on similar terms and conditions to the operating easement that exists over Lake

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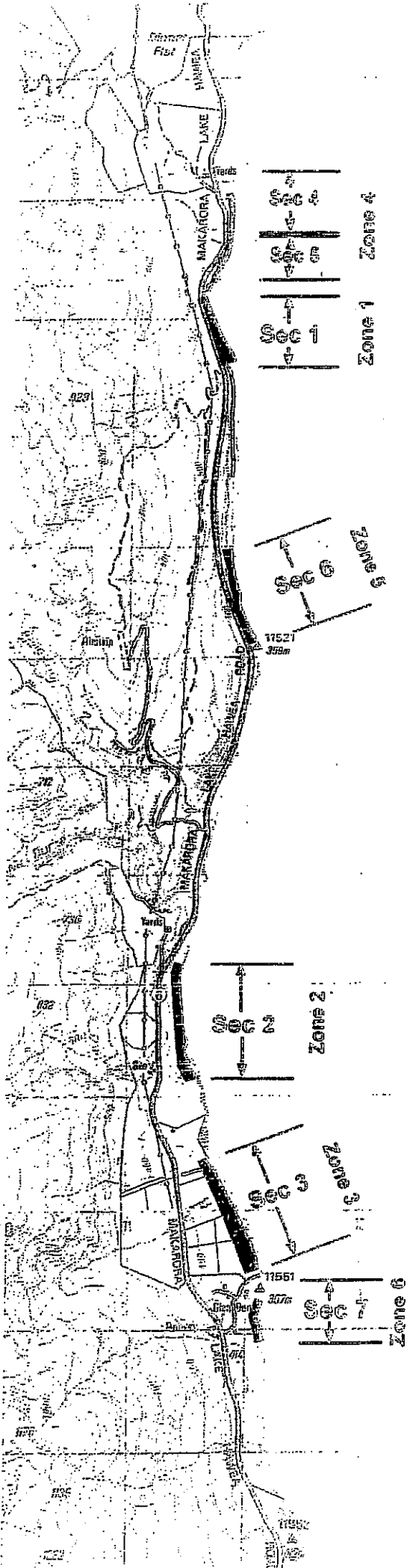
Hawea (Section 1 SO 24526) and this agreement is subject to Contact Energy consenting to the easement proposed in 2(d) above on or before 30 June 2004. A copy of the proposed easement is attached as Appendix 6.


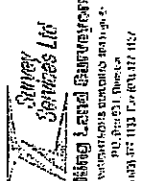
- 13) This agreement is subject to the owner obtaining a partial discharge of mortgage over the land within 10 days of this agreement becoming unconditional.

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Appendix 1

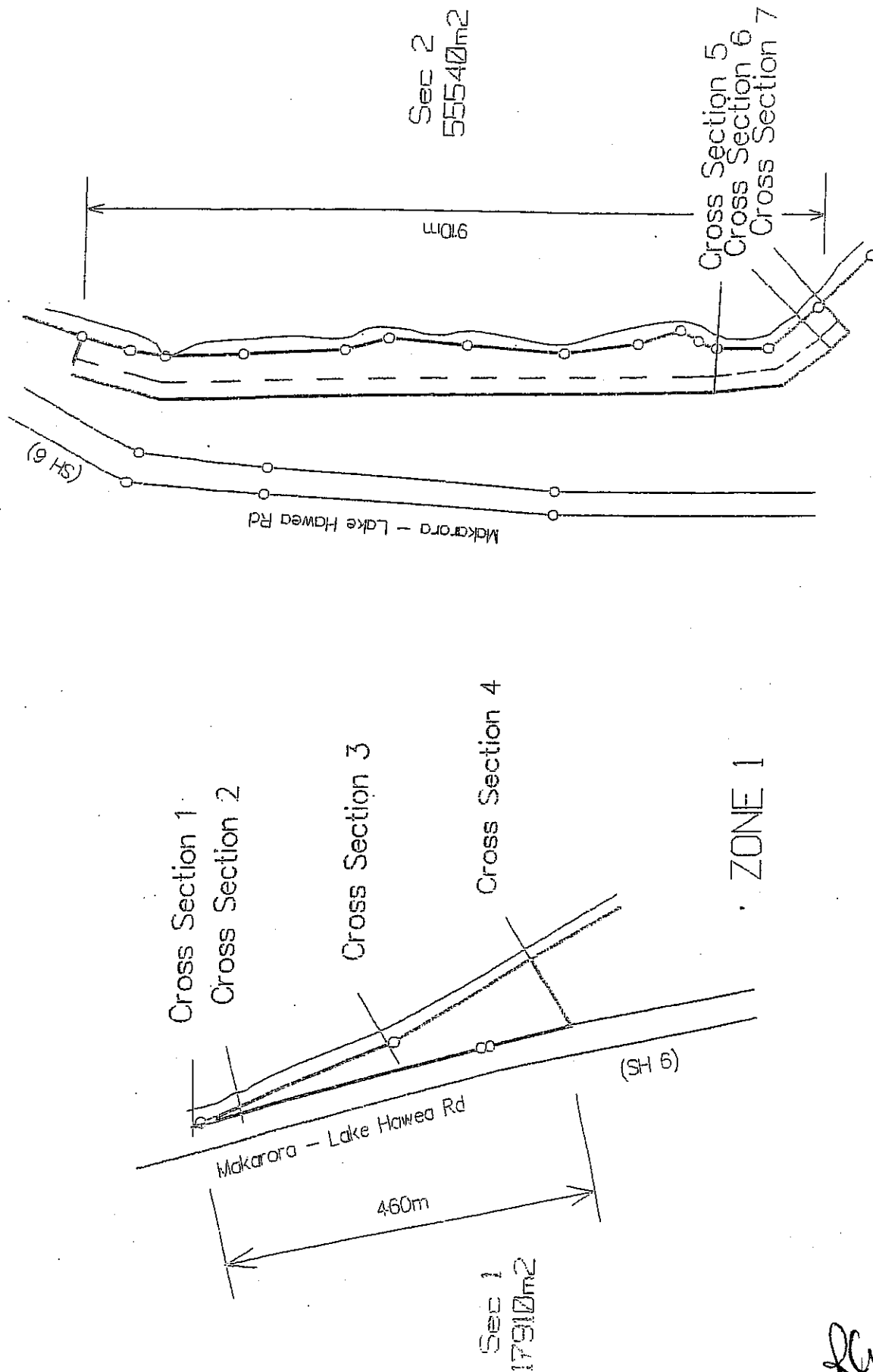
RUB. J.
RUB.



	Design Drawn: S.M. Conson Checked: Approved: Date: June 2003	Scales: 1 : 50000	Revision: INDEX
	Job Title: Lake Hauera - Gen Dene Additional Drawing Title: Maximum erosion levels (MELS) INDEX	Job ID: 03480	Drawing No.: INDEX
 Survey Services Ltd Consulting Level Surveyors 90 Birch Street Auckland 1013, New Zealand		Job Title: Lake Hauera - Gen Dene Additional Drawing Title: Maximum erosion levels (MELS) INDEX	

QCB.

12



Handwritten signature/initials

Note: Areas and dimensions are subject to final survey

Survey Services Ltd
 Consulting Land Surveyors
 1st floor, 140-142, 144 St
 100, Upper Lake Road
 Phone (03) 477 405 Fax (03) 477 407

Job Title
 Drawing Title

Lake Hawea - Gen Dene Additional
 Maximum erosion levels (MEL's)



Design:
 Drawn: SM Capson
 Checked:
 Approved:
 Date: June 2003

Scale:
 Horizontal: 1:5000
 Job ID: 03480
 Drawing No: 2 of 4

ZONE 2

ZONE 1