

## **Crown Pastoral Land Tenure Review**

**Lease name: MESOPOTAMIA**

**Lease number: PT 057**

### **Preliminary Proposal - Part 2**

A Preliminary Proposal is advertised for public submissions as per Section 43 of the Crown Pastoral Land Act 1998.

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

**April**

**08**

- 13.2 If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document unless the Grantor otherwise provides in writing.
- 13.3 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 13.4 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

#### **14.0 TERMINATION**

- 14.1 The Grantor may terminate this Document by notice in writing to the Concessionaire if:
- (a) the Concession Fee or the Administration Fee or any other money payable to the Grantor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
  - (b)(i) the Concessionaire breaches any terms of this Document; and
  - (b)(ii) the Grantor has notified the Concessionaire in writing of the breach; and
  - (b)(iii) the Concessionaire does not rectify the breach within 28 days of receiving notification; or
  - (c) the Concessionaire ceases to conduct the Concession Activity; or
  - (d) the Concessionaire is convicted of an offence, related to the Concession Activity, under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or the Resource Management Act 1991; or the Biosecurity Act 1993; or the Health and Safety in Employment Act 1992; or
  - (e) the Concessionaire is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a writ of sale or charging order; or the Concessionaire ceases to function or operate.
- 14.2 If the Grantor terminates the Document under this clause 14 all rights of the Concessionaire are to cease absolutely; but the Concessionaire is not to be released from any liability to pay the Concession Fee or Administration Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.
- 14.3 The Grantor may exercise the Grantor's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

#### **15.0 INDEMNITIES AND INSURANCE**

- 15.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, contractors, or invitees or otherwise caused as a result of its use of the Land or the Concessionaire's carrying out of the Concession Activity on the Land.

- 15.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.
- 15.3 Without prejudice to or in any way limiting its liability under clause 15.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:
- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Land and covering:
    - (i) general indemnity for a sum not less than the amount specified in Item 10 of Schedule 1; and
    - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 11 of Schedule 1; and
  - (b) statutory liability insurance for the amount specified in Item 12 of Schedule 1; and
  - (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 13 of Schedule 1.
- 15.4 With respect to clause 15.3 the Concessionaire must, before commencing the Concession Activity and on each renewal of insurance provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.
- 16.0 ENVIRONMENTAL MONITORING**
- 16.1 The Concessionaire must, during the Term, if required in writing by the Grantor, pay to the Grantor the annual environmental monitoring contribution specified in Item 14 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's conduct of the Concession Activity on the Land.
- 17.0 FORCE MAJEURE**
- 17.1 Neither party will be liable to the other party for any delay in performance of, or failure to perform, its obligations (other than a payment of money) under this Document as a result of any cause beyond its reasonable control.
- 18.0 DISPUTE RESOLUTION AND ARBITRATION**
- 18.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 18.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties.
- 18.3 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.
- 18.4 In the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions of the Arbitration Act 1996 will apply.
- 18.5 Notwithstanding anything in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the District Law Society in the region in which the Land is situated is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

18.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.

18.7 The parties agree that the results of any arbitration are to be binding on the parties.

#### **19.0 NOTICES**

19.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 15 of Schedule 1.

19.2 A notice given in accordance with clause 19.1 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 Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.

#### **20.0 RELATIONSHIP OF PARTIES**

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

- (a) conferring on the Concessionaire any right of exclusive occupation or use of the Land;
- (b) derogating from the rights of the Grantor and the public to have access across the Land;
- (c) preventing the Grantor from granting other concessions (except a grazing licence) to other persons.

#### **21.0 OFFENCES**

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

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

#### **22.0 ADVERTISING.**

22.1 The Concessionaire must not erect or display any signs or advertising on the Land without the prior written approval of the Grantor. At the expiry or termination of this Concession the Concessionaire must remove all signs and advertising material and make good any damage caused by the removal.

22.2 Where required by the Grantor, the Concessionaire must ensure that all its advertising and promotional material specifies that it is carrying out the Concession Activity under a Concession granted by the Grantor on land administered by the Department.

- 22.3 If required by the Grantor in writing the Concessionaire must include information in its advertising and promotional material which assists its clients to understand the features and values of the natural and historic resources of the Land and the surrounding area.
- 22.4 In preparing such information the Concessionaire must obtain information from and have regard to the views of tangata whenua.
- 22.5 The above clause applies to the Tourism Concession only.

**23.0 EMPLOYMENT OF STAFF.**

- 23.1 The Concessionaire must ensure that the Concession Activity is conducted at all times by a person or persons suitably trained and qualified to carry out the Concession Activity.
- 23.2 The Concessionaire must provide the Grantor with evidence of the competency and qualifications of its employees if the Grantor so requests.
- 23.3 The Concessionaire must comply with all statutes relating to employment of staff.
- 23.4 The above clause applies to the Tourism Concession only (Schedule 1 clause 2 (B)).

**24.0 VARIATIONS**

- 24.1 The provisions of section 17ZC of the Conservation Act 1987 apply to all variations sought by the Concessionaire.
- 24.2 The Grantor may vary any conditions of this Document if the variation is necessary:
- (a) to deal with significant adverse effects of the Activity that were not reasonably foreseeable at the time this Licence was granted; or
  - (b) because the information made available to the Grantor by the Concessionaire for the purposes of the Concessionaire's application contained inaccuracies which materially influenced the decision to grant the Licence and the effects of the Activity permitted by this Document require more appropriate conditions.
- 24.3 The Concessionaire is to be bound by every such variation.

**25.0 CO-SITING.**

- 25.1 The Concessionaire must, if required by the Grantor, allow Co-Siting on the Land or the Land immediately adjoining the Site except when a Concessionaire demonstrates to the reasonable satisfaction of the Grantor that the Co-Siting by a third party:
- (a) would impact on the ability of the Concessionaire to conduct its Concession Activity; or
  - (b) would result in a substantial change to the Concession Activity carried out by the Concessionaire on the Land.
- 25.2 The Grantor will be entitled to require the Concessionaire to obtain at the Concessionaire's expense a report prepared by an independent consultant acceptable to the Grantor confirming the matter specified in clause 26.1.

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

**26.0 SPECIAL CONDITIONS**

26.1 Special conditions relating to this Document are set out in Schedule 2

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

Signed by \_\_\_\_\_ )  
\_\_\_\_\_ )

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

\_\_\_\_\_

Witness \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

Signed by \_\_\_\_\_ )  
as Concessionaire in the presence of : )

\_\_\_\_\_

Witness \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE 1**

1. **Land:** (A) Conservation area of 619 hectares approximately, situated in the Land District of Canterbury shown marked in pink and labelled CA1 on the Plans attached to the Proposal.  
 (B) Conservation area of 21,037 hectares approximately, situated in the Land District of Canterbury shown marked in pink and labelled CA1, CA2 and CA3 on the Plans attached to the Proposal.  
 (C) Conservation area of 3,447 hectares approximately, situated in the Land District of Canterbury shown marked in pink and labelled CA3 on the Plans attached to the Proposal.  
*(see definition of Land in clause 1.1)*
2. **Concession Activity:**
  - (A) **Grazing Concession;**  
 Grazing of 300 stock units, sheep and cattle only, together with the use of the structures and buildings situated on the Land for activities associated with such grazing. This will apply to the area CA1 as outlined in Clause 1 (A)
  - (B) **Tourism Concession;**  
 The use of the Land together with the use of the huts on the Land for the purpose of the business of guided tramping, mountain biking, horse trekking, guided hunting, thar hunting, ski touring, heliskiing, helicopter tourism, and air flights. This will apply to the areas CA1, CA2 and CA3 as outlined in Clause 1 (A, B and C)
  - (C) **Tourism Concession/No Public Hunting;**  
 The use of the Land together with the use of the huts on the Land for the purpose of the business of guided tramping, mountain biking, horse trekking, guided hunting, thar hunting, ski touring, heliskiing, helicopter tourism, and air flights. There will be no public hunting in the area outlined in area CA3 as outlined in Clause 1 (C)
  - (D) **Commercial filming and Photography Concession;**  
 The use of the land for the purposes of commercial filming and photography. This will apply to the areas CA1, CA2, and CA3 as outlined in Clause 1 (A, B, and C)  
*(see definition of Land in clause 1.1)*
3. **Term:** (A) **Grazing Concession;**  
 30 years commencing on the date on which the Surrender of Mesopotamia Pastoral lease folio number CB 529/57 (Canterbury registry) becomes effective pursuant to the Crown Pastoral Land Act 1998, being the .....day of .....200.  
 (B) **Tourism Concession;**  
 30 years commencing on the date on which the Surrender of Mesopotamia Pastoral lease folio number CB 529/57 (Canterbury registry) becomes effective pursuant to the Crown Pastoral Land Act 1998, being the .....day of .....200.  
 (C) **Commercial Filming and Photography Concession;**  
 30 years commencing on the date on which the Surrender of Mesopotamia Pastoral lease folio number CB 529/57 (Canterbury registry) becomes effective pursuant to the Crown Pastoral Land Act 1998, being the .....day of .....200.
4. **Renewal:** (A) **Grazing Concession;**  
 No right of renewal in respect of the Grazing Concession  
 (B) **Tourism Concession;**  
 No right of renewal in respect of the Tourism Concession  
 (C) **Commercial Filming and Photography Concession;**  
 No right of renewal in terms of the Concession for Commercial Filming and Photography.
5. **Expiry Date:** (A) **Grazing Concession** .....day of .....20

(B) Tourism Concession .....day of .....20

(C) Commercial Filming and Photography Concession .....day of .....20

6. **Concession Fee:**

(a) (A) Grazing Concession: \$3.50 + GST per stock unit per annum **Total \$1050.00. PROVIDED HOWEVER** that in the event that the number of stock units grazed in any one year is less than 300 stock units the Grantor on application by the Concessionaire may at his sole discretion reduce the Concession Fee that year to reflect the reduced stocking rate.

(B) Tourism Concession fee: \$6.00 +GST per full day, \$3.00 +GST per half day

(C) Commercial Filming and Photography Concession fee: \$500 + GST per day for commercials, feature films and dramas, \$300 + GST per day for documentaries, sports events and still photography, plus \$25 + GST per person in the film crew per day.

(b) Administration Fee: \$500.00 per annum + GST

*(see clause 4)*

*(see clause 4)*

7. **Concession Fee Payment Date:** Annually.

*(see clause 4)*

8. **Penalty Interest Rate:** Double the Grantor's bank's current highest 90 day bank bill buy rate

*(see clause 4.2)*

9. **Concession Fee Review Date:** Every three years from the commencement date.

*(see clause 6)*

10. **Public Liability General Indemnity Cover:** for \$2,000,000

*(see clause 15.3)*

11. **Public Liability Forest & Rural Fire Extension:** for \$2,000,000

*(see clause 15.3)*

12. **Statutory Liability:** \$500,000

*(see clause 15.3)*

13. **Other Types of Insurance:** NIL

*(see clause 15.3)*

**Amounts Insured for Other Types of Insurances:** NIL

*(see clause 15.3)*

14. **Environmental Monitoring Contribution:** To be negotiated between the Grantor and the Concessionaire if required as per Clause 16 (Environmental Monitoring and Land Rehabilitation) of the concession document.

*(see clause 16)*

15. **Address for Notices:**

*(see clause 19)*

(a) Grantor

Conservator  
Department of Conservation  
Private Bag 4715  
CHRISTCHURCH  
Ph (03) 379-9758  
Fax (03) 365-1388

(b) Concessionaire

Mesopotamia Station Limited  
Directors:  
Mr L.B. and Mrs P.A. Prouting  
Mesopotamia Station  
RD 20 Peel Forest  
Geraldine



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Registered Office:  
C/o Meredith D Lowe & Associates  
143 Tancred Street  
PO Box 562  
Ashburton

**SCHEDULE 2**

*Special Conditions*

**(A) Grazing** (to apply only to the land CA1 as outlined in Clause 1 (A) of Schedule 1).

- 1) Grazing will be based on a maximum of 300 stock units (sheep and cattle) per annum. The stock unit conversion rate being:
 

Breeding ewes	1.0
Other dry sheep	0.8
Breeding cows	6.0
Other dry cattle	5.0
18 month cattle	4.0
- 2) The stock limitation will be reviewed 3 yearly as part of the Concession Fee Review or by application by the Concessionaire.
- 3) The Grantor may set up and implement an environmental monitoring programme at the commencement of this Licence to ascertain the ongoing effects of grazing on the conservation values on the Land and this programme will be reviewed at every alternate Concession Fee Review Date from commencement of this Licence.
- 4) The Concessionaire will maintain any fences on the Land so that they are stock proof, to the satisfaction of the Grantor. The rights expressed and implied for fence maintenance under the Fencing Act are hereby expressly excluded.
- 5) The Land may be chemically or mechanically cleared of briar, oversown and topdressed.
- 6) Cultivation of the soil and any maintenance of the Land and any other earth disturbance except for existing track maintenance requires the written consent of the Grantor. Because parts of the Land contain special historic/conservation values, such consent is a matter entirely within the discretion of the Grantor.
- 7) The Grantor will inspect the Land at the commencement of this Licence for the presence of weeds and pests in order to set up an operational weed and pest control plan for the Concessionaire to implement. This plan will be reviewed at every Concession Fee Review Date from commencement of this Licence.
- 8) Subject to clause 10 hereof the public have unrestricted access rights to the Land. The Grantor will signpost and mark the access routes through the Land for the benefit of the public and so as to minimize farming and stock disturbance. Where access routes are fenced over the Grantor shall erect gates or stiles in a suitable place.

**(B) Tourism Activities** (to apply to CA1, CA2 and CA3 as outlined in Clause 1 (A,B and C)of Schedule 1.)

- 1) The Grantor will ensure no public hunting is permitted on the front faces of the Sinclair Range (Area CA3 as outlined in Clause 1 (C)).
- 3) All hunters will be responsible for obtaining access permission from the Concessionaire: if alternative access is sought (including permission to utilize dogs on the concession Land), such permission will not be unreasonably withheld from;
  - a) hunters who hold a valid hunting permit issued by the Department of Conservation to hunt on the Land or
  - b) hunters seeking access across the Land.
- 2) The Concessionaire will be responsible for controlling the thar numbers on the Land. The thar numbers are to be maintained at a level that is in keeping with current DOC policies on thar number control. The Grantor reserves the right to monitor the thar numbers from time to time as they consider appropriate and if numbers are not at an acceptable level the Grantor reserves the right to bring the numbers down to a figure that is appropriate to current control policies.

**(C) General Conditions:**

- 1) The public have unrestricted access rights to the Land. The Grantor will signpost and mark the access routes through the Land for the benefit of the public and so as to minimize farming and stock disturbance. Where access routes are fenced over then the Grantor shall erect gates or styles in a suitable place.
- 2) The Concessionaire may use the Growler Hut, Dog Kennel Hut, Royal Hut, Stone Hut, and Crooked Spur Hut, all situated on the Land, for accommodation associated with the concession activities. Such use will be on an equitable basis in conjunction with other visitors to the Land. The huts are to be maintained by the Grantor.
- 3) The Concessionaire may use the airstrips at Royal Hut and The Growler Hut for concession activities. Such use will be in conjunction with other visitors to the Land. The airstrips are to be maintained by the Concessionaire.
- 4) The Grantor will have no obligation to maintain any of the tracks within the Land. The Grantor shall have all rights and powers whether on the track or necessarily adjacent thereto to take all reasonable steps to repair and maintain the tracks to a standard suitable for Conservation management use and public pedestrian access. The Concessionaire may maintain any existing tracks within the Concession area,
- 5) The Concessionaire shall actively promote and, by all practicable means, cause all clients to adhere to the attached Environmental Care Code.
- 6) Before commencing any of the Concession Activities, the Concessionaire must prepare a safety plan and have it audited, pursuant to condition 11.0 of this Permit.
- 7) The Concessionaire shall provide evidence (at the same time as providing their activity return) satisfactory to the Grantor that the Concessionaire safety plan is current and operational. If the evidence provided by the Concessionaire is not satisfactory to the Grantor, the Concessionaire shall (at the Concessionaires expense) provide the Grantor with a recently completed audit (no more than 30 days old) of the safety plan.
- 8) The Concessionaire must report all incidents and accidents of what so ever nature and whether or not the subject of an official search and rescue operation to the Grantor. At the request of the Grantor the Concessionaire must supply a report in writing of any inquiry into the cause of an incident, or accident, and if in the opinion of the Grantor the inquiry reveals that a reasonable standard of safety was not maintained and/or the Concessionaire, their servants, or employees or agents were negligent then the Grantor may determine this concession. The Concessionaire must at the request of the Grantor make available any employee, servant or agent who in the opinion of the Grantor might assist in any such enquiry.
- 9) The Concessionaire and their servants, agents, invitees and staff shall be solely responsible for the safety and conduct of all persons participating in the said helicopter landings and shall be held vicariously liable for any breach, non-observance or non-performance of any of the conditions herein contained or implied caused by any act or omission of the Concessionaires servants or invitees.

**(D) Guided tramping, mountain biking, horse trekking Conditions:**

1. The activity is limited to the following;

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days?)
	15	260 for each concession activity	5	Full day - 5 hours

2. The Concessionaire is to limit the party size to the maximum party size (including guide) identified in the table above.
3. The Concessionaire shall complete an Activity Return Form by the 1<sup>st</sup> April each and every year of operation.
4. The Grantor reserves the right to request further or different activity related information in order to best monitor and determine any effects of the Concession Activity on the Land.
5. The Concessionaire shall remove all rubbish, including waste food, associated with the Concession Activity from the Land at the conclusion of each trip.
6. The Concessionaire and clients must by all practicable means adhere to the Environmental Care Code and the Water Care Code at all times.
7. The Concessionaire is requested to consult the relevant Papatipu Runanga (as set out below) if they wish to use Ngāi Tahu cultural information. If the concessionaire wishes to use the Tōpuni or statutory acknowledgement information contained in schedules 14-108 of the Ngāi Tahu Claims Settlement Act 1998, or any Department produced interpretative material in respect to Ngāi Tahu cultural information, they are requested to notify the relevant Papatipu Rūnanga, as a matter of courtesy.
 

*Note: The Department of Conservation will, in relation to this clause, provide the Concessionaire with:*

  - (a) the contact details of the relevant Papatipu Rūnanga, and;
  - (b) the relevant Topuni information.
8. The Concessionaire and any persons employed by the Concessionaire are requested to recognise and provide for Ngāi Tahu values in the conduct of their activities.
9. The Concessionaire shall, as far as practicable, attend any workshops held by the Department of Conservation for the purpose of providing information to concessionaires, which will include the Ngāi Tahu values associated with Tōpuni areas.
10. If sites of cultural or historical significance are located during the Term, the Grantor reserves the right to prohibit or restrict any Concession Activity relating to those sites.
11. The Grantor shall be entitled to send any officer of the Department of Conservation on any of the Concession Activities to assess their impact on conservation values, and compliance with terms and conditions of this Permit. The costs of such assessment are recoverable from the Concessionaire.
12. This Concession does not confer any right for the Concessionaire and clients to take any part or parts of any indigenous plant on any land administered by the Department of Conservation

13. The Concessionaire shall ensure that all human waste, that cannot be disposed of in the already existing toilet facilities, is buried a minimum of 50 metres away from water source and courses.
14. The Grantor reserves the right to apply restrictions on the Concession Activity of the Concessionaire, or withdraw all or part of the Land or Concession Activity approved, if in the opinion of the Grantor the Concession Activity granted is having, or may have, an adverse effect on the physical or social environment and the effect cannot be avoided, remedied or mitigated to an extent satisfactory to the Grantor. The concessionaire shall not be entitled to any compensation in the event of such action being taken.
15. The Concessionaire and their clients shall remain on formed tracks or well-used routes where these facilities have been designed to protect the natural and historic features of the land at all times. All safety signs must be adhered to at all times.

**(E) Guided hunting Conditions:**

1. The Concessionaire shall limit party size, including guides, to 6 people per trip.
2. The Concessionaire shall not, during the nesting season for riverbed dwelling birds, have vehicle access across any river bed that is administered by the Department of Conservation in Canterbury Conservancy that does not have a vehicle track.
3. The Concessionaire shall not guide any hunting party in the concession area without having first obtained hunting permits to cover all members of the specific hunting party.
4. The Concessionaire shall pay, as a charge additional to the concession fee, all standard hut fees for all members of the Concessionaire's party for the use of any hut.

**(F) Aircraft Landings Conditions:**

1. The Concessionaire shall ensure that all helicopters keep at least 500 feet from ground parties encountered during flying and landing operations.
2. If in the opinion of the Area Manager Raukapuka, excessive impact is occurring to any part of the area to which this permit applies, the Concessionaires shall modify the method of operation to the satisfaction of the Conservator, to avoid, remedy or mitigate the adverse effects.
3. The permit shall be operable only in conjunction with Civil Aviation Authority, Resource Management Act consent, and any other approvals necessary for such operation.
4. The Concessionaire shall have no priority use of the areas and shall be permitted to land only if the areas are clear of other users including recreationists.
5. The Concessionaire shall complete the Client Activity Return forms, by the 1st April in each and every year and must contain the following information:
  - The number of landings/sites visited undertaken on public conservation lands
  - The sites at which landings/sites visited occurred
  - The number of clients landed/sites visited and the reason for landing or visit
  - The days on which the landings/sites visited occurred.
6. The Concessionaire must adhere to the Helicopter Association International 'Fly Neighborly Guide'.

**(G) Commercial Filming and Photography Conditions:**

1. The Concessionaire is required to complete a filming application form for each proposed filming event to enable the Grantor to assess the potential of any significant effects on the environment for each particular event.
2. The Grantor may require the Concessionaire to pay a bond if it is established that there is potential for damage to the environment at the filming location. The bond will be determined by the Grantor and will be sufficient to cover the cost of restoring the location to its previous condition and will include monitoring of the restoration.
3. The Concessionaire must make adequate provision for suitable sanitary facilities for the site if required by the Grantor and for the disposal of all refuse material and is to comply with the reasonable directions of the Grantor in regard to these matters.
4. The Concessionaire must, upon request by the Grantor, submit written engineering or building plans and details to the Grantor for approval before:
  - erecting or altering any structure on the site.
  - bringing any structure onto the site.
  - installing any facilities on the site.
  - altering the site in any way.
5. The Concessionaire must not commence any work on the site until the Grantor has given written approval.
6. The Concessionaire must comply with all statutory requirements including building consents and code compliance certificates under the Building Act 1991 and must also apply for any other permits and resource consents required for the activities associated with the filming.

**Appendix 5: Form of Covenant to be created over the area shown shaded in yellow and labelled "CC1", "CC2" and "CC3" on Plans 2 of 3 and 3 of 3**

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DATED \_\_\_\_\_

Between

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

and

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

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



Department of Conservation  
*Te Papa Atawhai*



THIS DEED of COVENANT is made the                      day of

BETWEEN

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

AND

MINISTER OF CONSERVATION

**BACKGROUND**

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

**OPERATIVE PARTS**

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

**1. INTERPRETATION**

1.1 In this Covenant unless the context otherwise requires:

- “Act” means the Reserves Act 1977.
- “Covenant” means this Deed of Covenant made under section 77 of the Act.
- “Director-General” means the Director-General of Conservation.
- “Fence” includes a gate.
- “Fire Authority” means a Fire Authority as defined in the Forest and Rural Fires Act 1977.
- “Land” means the land described in Schedule 1.
- “Minerals” means any mineral that is 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, or specifically allowed for in Schedule 2, 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.

**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;

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**

- 1) **CC1**  
All that piece of Land outlined in green and shaded green on the Preliminary Proposal Designation Plan labelled CC1 and having an area of approximately 5.5 hectares and described in Land Registry Folio ref \_\_\_\_\_ (Canterbury Registry).
- 2) **CC2**  
All that piece of Land outlined in green and shaded green on the Preliminary Proposal Designation Plan labelled CC2 and having an area of approximately 66 hectares and described in Land Registry Folio ref \_\_\_\_\_ (Canterbury Registry).
- 3) **CC3**  
All that piece of Land outlined in green and shaded green on the Preliminary Proposal Designation Plan labelled CC3 and having an area of approximately 691 hectares and described in Land Registry Folio ref \_\_\_\_\_ (Canterbury Registry).

**2. Address for Service<sup>1</sup>**

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

Regional Conservator  
Department of Conservation  
133 Victoria Street  
Christchurch  
Ph: (03) 379 9758  
Fax: (03) 365 1388

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

Mesopotamia Station Limited  
c/- Meredith D Lowe & Associates  
Chartered Accountants  
P O Box 562  
Ashburton  
Ph:  
Fax:

**3. Values of Land to be Protected**

1. **CC1** consisting predominantly of an area of beech forest remnants and shrublands along the Scour Stream.. It is:
  - An area that is dominated by vegetation that is representative of the original plant communities in the area (mountain beech forest and mixed scrub), or supports strongly-regenerating remnants of the original plant communities (mountain beech forest).
  - An area which provides important habitat for forest birds in an area where the former forest cover is substantially depleted.
2. **CC2** consisting predominantly of an area of dense matagouri scrub on the alluvial fan of Black Birch Creek. It is:
  - An area of vegetation (matagouri scrub), that is representative of the original vegetation on recently-deposited alluvium in the ecological district.

<sup>1</sup> State street address not Post Office Box number.

- An area dominated by indigenous vegetation that contributes significantly to the natural quality and integrity of the high country landscape.
  - An area of dense matagouri scrub on an alluvial surface: a plant community that is substantially depleted in the area.
  - Supporting a very diverse moth fauna
  - An area that buffers the lower part of Black Birch Creek from activities on adjoining land.
3. **CC3** consisting predominately of the front faces of the Black Mountain Range and flats and a wetland adjacent to Black Mountain Hut. The area includes the matagouri and coprosma shrubland and short tussock grassland. It is:
- An area dominated by indigenous vegetation that contributes significantly to the natural quality and integrity of the high country landscape.

All values are as outlined in the Department of Conservations Resources Report dated 8 July 2002.



**SCHEDULE 2**

**Special Conditions relating to CC1**

1. The boundary of this Covenant area will be fenced prior to settlement and all stock must be excluded from the area. The fence must be capable of excluding any stock farmed on the adjacent land.

**Special Conditions relating to CC2**

1. The Owner may graze the Covenant area with sheep and cattle, in a manner that is not inconsistent with the objectives of this document.
2. The Owner may maintain any existing track.

**Special Conditions relating to CC3**

1. The Owner may graze the Covenant area with sheep and cattle, in a manner that is not inconsistent with the objectives of this document.
2. The Owner may chemically spray, oversow and topdress the Covenant area.
3. The Owner may erect new fences for stock control purposes and maintain existing fences.
4. The Owner may maintain any existing tracks.

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  
CHRISTCHURCH

**Appendix 6: Form of Easement to be created over the area shown marked in dashed orange line and labelled "a-b-c", "b-d", "f-g-h", "g-i" and "j-k" on Plans 1 of 3, 2 of 3 and 3 of 3**

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In Gross Easement: Public Access and Management Purposes – Version 5.1

CHCCO- 71781 - Mesopotamia May 2005

## **TRANSFER GRANT OF EASEMENT IN GROSS**

1. Public Access
2. Vehicles for Management Purposes

**Land Transfer Act 1952**

**This page does not form part of the Transfer.**

RELEASED UNDER TRANSFER INFORMATION ACT

Land Transfer Act 1952

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

Land Registration District

Canterbury

Certificate of Title No.

All or Part?

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

Table with 3 columns: Certificate of Title No., All or Part?, Area and legal description. All cells are empty.

Transferor Sumames must be underlined

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

Transferee Sumames must be underlined

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

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

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

Consideration

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

Operative Clause

For the above consideration (receipt of which is acknowledged) the 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 described above such is granted or created.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Attestation

Attestation table with columns for 'Signed by acting under written delegation from the Commissioner of Crown Lands' and 'Signed in my presence by the Transferor Signature of Witness'. Includes fields for witness name, occupation, and address. A note says '(continued on page 4 of Annexure Schedule)'.

Certified correct for the purposes of the Land Transfer Act 1952

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

[Empty box for signature]

Solicitor for the Transferee

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

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

Dated

Page

of

Pages

**Definitions**

1. In this transfer unless the context otherwise requires:
  - 1.1 "Easement Area" means that part of the Servient Land being 10 metres wide which is 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;
    - the ecological sustainable management of the land managed by the Transferee.
  - 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 in common with the Transferor:
  - 2.1 To pass and re-pass at any time over and along the Easement Area f-g-h, g-i, and j-k on foot, on or accompanied by horses, by non-motorised vehicle powered by a person or persons, or by motorised vehicle.
  - 2.2 To pass and re-pass at any time over and along the Easement Area a-b-c, b-d, f-g-h, g-i, and j-k on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, for Management Purposes. In accessing the Easement Area pursuant to this clause the transferee will take all practical steps to advise the Transferor in advance of its intended use.
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.

[Empty rectangular box]

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

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

[Empty rectangular box]

Dated

[Empty rectangular box]

Page

[Empty square box]

of

[Empty square box]

Pages

Exclusion of Schedules

- 4. 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

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

Temporary Suspension

- 6. 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

- 7.1 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.
- 7.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
- 7.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Servient Land is situated.
- 7.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

- 8.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
  - (a) be hand delivered to the receiving party; or
  - (b) be sent by ordinary post to the receiving party;
  - (c) be sent by facsimile to the receiving party.
- 8.2 If clause 8.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 8.3 If clause 8.1(c) 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.

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.

[Empty rectangular box for signatures]

[Empty rectangular box]

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

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

[Empty rectangular box]

Dated

[Empty rectangular box]

Page

[Empty rectangular box]

of

[Empty rectangular box]

Pages

**Special Easement Terms**

- 9. The standard easement terms contained above must be read subject to any special easement terms set out below.
- 10. The Transferee (not being a member of the Public) has the right:
  - 10.1 To mark the Easement Area as appropriate.
  - 10.2 To erect and maintain stiles and gates.
  - 10.3 To erect and maintain signs informing the public:
    - (a) of the location of the land managed by the Crown and available for public access and recreation; and
    - (b) of their rights and responsibilities in relation to the Easement Area.
  - 10.4 To use whatever reasonable means of access he/she thinks fit over the Easement Area to carry out the works in clause 10.1 to 10.3.

**Continuation of "Attestation"**

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

under a written delegation in the  
presence of: )

\_\_\_\_\_  
Witness (Signature)

Name \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

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

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



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

## TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access to Conservation Areas
2. Vehicles for Management Purposes

**Land Transfer Act 1952**

Law Firm Acting

Conservancy Solicitor  
Department of Conservation  
133 Victoria Street  
Christchurch

Auckland District Law Society  
REF:4135

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

**Appendix 7: Form of Easement to be created over the area shown marked in dashed PURPLE line and labelled "f-g-h" and "j-k" on Plans 2 of 3 and 3 of 3**

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Approved by Registrar-General of Land under No. 2002/1026

**Transfer instrument**  
Section 90, Land Transfer Act 1952



Land registration district

CANTERBURY

BARCODE

Unique identifier(s)  
or C/T(s)

All/part

Area/description of part or stratum

TBA	TBA	
-----	-----	--

Transferor

*Surname(s) must be underlined or in CAPITALS.*

COMMISSIONER OF CROWN LANDS

Transferee

*Surname(s) must be underlined or in CAPITALS.*

CENTRAL SOUTH ISLAND FISH & GAME COUNCIL

**Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created**  
State if fencing covenant imposed.

**Easement in gross for a right of way under Section 26S(2)(a) of the Conservation Act 1987 for foot, motor vehicle and machinery access for Management Purposes (continued on Annexure**

**Operative clause**

**The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.**

Dated this                      day of

**Attestation** (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

Signature [common seal] of Transferor	<b>Signed in my presence by the Transferor</b>
	_____ <i>Signature of witness</i> Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>  <b>Occupation</b>  <b>Address</b>

**Certified correct** for the purposes of the Land Transfer Act 1952.

\_\_\_\_\_

[Solicitor for] the Transferee

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

Page 1 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

**Definitions**

- 1. In this transfer unless the context otherwise requires:
  - 1.1 "Easement Area" means that part of the Servient Land being 10 metres wide which is marked "f-g-h" and "j-k" on Deposited Plan/Survey Office Plan No [ ]
  - 1.2 "Management Purposes" means the management of sports fish and game bird an the protection management and monitoring of the habitat for sports fish and game bird on the Easement Area or any adjacent public land or waterway.
  - 1.3 "Servient Land" means the land owned by the Transferor and described on page 1.
  - 1.4 "Transferee" means the Central South Island Fish & Game Council, and includes the Transferee's agents, contractors, employees, invitees and any honorary rangers.
  - 1.5 "Transferor" means the owner of the Servient Land and includes the Transferor's tenants and invitees.

**Standard Easement Terms**

- 2. Access
  - 2.1 The Transferee has the right to pass and re-pass at any time over and along the Easement Area on foot, or by motor vehicle, and in each case with or without machinery and implements of any kind, for Management Purposes.
  - 2.2 In doing any of the matters specified in clause 2.1 the Transferee has the right to take all reasonable steps on, or adjacent to the Easement Area to repair and maintain the Easement Area to a standard suitable for pedestrian or vehicular access by the Transferee.
  - 2.3 In carrying out the activity in clause 2.1 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.
- 3. Transferor's Obligations

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.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

**Transfer**

Dated [ ]

Page **2** of **3** Pages

*(Continue in additional Annexure Schedule, if required.)*

**4. Exclusion of Schedules**

The rights and powers contained in the Ninth Schedule of the Property Law Act 1952 and the Fourth Schedule of the Land Transfer Regulations 2002/237 are expressly excluded.

**5. Term**

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

**6. Dispute Resolution**

6.1 If a dispute arises between the Transferor and the Transferee concerning the rights created by this transfer the parties are to enter into negotiations in good faith to resolve it.

.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.

6.3 If the dispute is not resolved within 21 working days or such other period as agreed 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.

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

**7. Notice**

7.1 Any notice to be given under this transfer by one party to the other is to be in writing and must:

- a. be hand delivered to the receiving party; or
- b. be sent by ordinary post to the receiving party; or
- c. be sent by facsimile to the receiving party.

7.2 If clause 7.1(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.

7.3 If clause 7.1(c) applies the notice will 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.

**If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.**

Approved by Registrar-General of Land under No. 2002/5032

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

Page 3 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

**Continuation of "Attestation"**

Signed under seal of  
**CENTRAL SOUTH ISLAND FISH & GAME COUNCIL**  
in the presence of:

\_\_\_\_\_  
Witness (Signature)

Name \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

In substitution of the Survey Office Plan (which is yet to be prepared) the "Easement Area" described in clause 1 is marked on the Plan.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**Execution Section**

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

**SIGNED** for and on behalf of the  
**Commissioner of Crown Lands**  
by Paul Alexander Jackson acting  
pursuant to a delegated authority in  
the presence of:

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Witness

---

Occupation

---

Address

Signed by **Mesopotamia Station Limited** by:

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Director's signature

---

Director's signature

---

Director's full name

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Director's full name