

Crown Pastoral Land Tenure Review

Lease name: MESOPOTAMIA

Lease number: PT 057

Substantive Proposal - Part 9

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

April

08

Appendix 5: Form of Covenant to be created over the areas shown shaded in yellow and labelled "CC1", "CC2", "CC3" and "CC4" on Plans 1 of 2, 2 of 3 and 3 of 3

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

“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 or allow to be carried out on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

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

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

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

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

3.1.6 any cultivation, earth works or other soil disturbances;

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

3.1.8 the damming, diverting or taking of Natural Water;

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

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

- 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
- 3.1.12 the erection of utility transmission lines across the Land.

3.2 The Owner must:

- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and in particular comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
- 3.2.2 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;
- 3.2.3 keep the Land free from exotic tree species;
- 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
- 3.2.5 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 shaded yellow on the plan attached to the Proposal and labelled CC1 and having an area of approximately 5.5 hectares being described in Land Registry Folio ref _____ (Canterbury Registry).
- 2) **CC2**
All that piece of Land shaded yellow on the plan attached to the Proposal and labelled CC2 and having an area of approximately 66 hectares being described in Land Registry Folio ref _____ (Canterbury Registry).
- 3) **CC3**
All that piece of Land shaded yellow on the plan attached to the Proposal and labelled CC3 and having an area of approximately 773 hectares being described in Land Registry Folio ref _____ (Canterbury Registry).
- 4) **CC4**
All that piece of Land shaded yellow on the plan attached to the Proposal and labelled CC4 and having an area of approximately 642 hectares, subject to the right of first refusal in favour of HMQ contained in the Substantive Proposal dated [_____], being described in Land Registry Folio ref _____ (Canterbury Registry).

2. Address for Service¹

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

Minister of Conservation
c/o Conservator
Department of Conservation
195 Hereford Street
Private Bag 4715
CHRISTCHURCH
Ph: (03) 371 3700
Fax: (03) 365 1388

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

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

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

¹ State street address not Post Office Box number.

3. Values of Land to be Protected

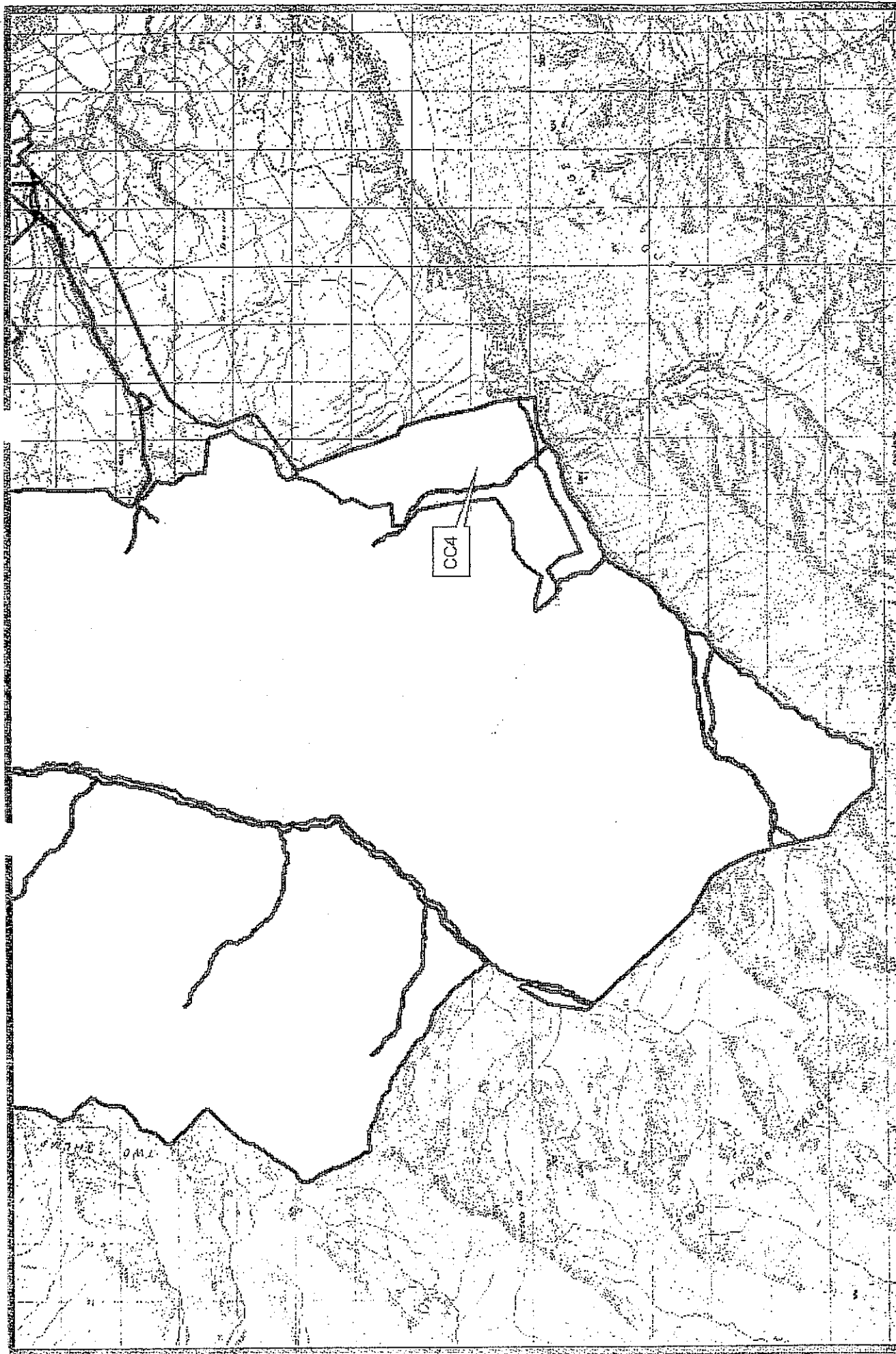
1. CC1 consisting predominantly of an area of beech forest remnants and shrublands along the Scour Stream. It is:
 - An area that is dominated by vegetation that is representative of the original plant communities in the area (mountain beech forest and mixed scrub), or supports strongly-regenerating 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.
 - 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 predominantly 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.

4. CC4 consisting predominantly of undeveloped tussock grassland, scattered matagouri and coprosma shrublands and areas of remnant beech forest of the High Terrace, Moonlight Stream and the lower slopes of Angel Spur. It is:
 - An area dominated by indigenous vegetation that contributes significantly to the natural quality and integrity of the high country landscape.
 - An area that contains vegetation that is representative of the original plant communities in the area (mountain beech forest and mixed scrub).
 - An area which provides important habitat for forest birds in an area where the former forest cover is substantially depleted.

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



Mesopotamia Substantive Proposal

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.

Special Conditions relating to CC4

1. The Owner may graze the Covenant area with livestock.
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 erect a new structure or alter existing structures subject to consultation with the Area Manager of DOC Raukapuka.
5. The Owner may maintain any existing tracks.
6. The Owner may clear weeds using chemical and/or mechanical means.

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

COMMISSIONER OF CROWN
LANDS

to

MINISTER OF CONSERVATION

Solicitor
Department of Conservation
CHRISTCHURCH

Appendix 6: Form of Public Access and Minister of Conservation Management Purposes Easement in Gross to be created over the area shown marked in dashed orange line and labelled "a-b-c", "b-d", "f-g-h", "g-i", "j-j1", "j2-j3", "j4-k", "l-m", "n-o", "r-s" and "p-q" on Plans 1 of 3, 2 of 3 and 3 of 3

In Gross Easement: Public Access and Management Access -- Version 6

DOCDM-142508 -- Mesopotamia -- August 2007.

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Management Access

Land Transfer Act 1952

This page does not form part of the Transfer.

RELEASED UNDER THE OFFICIAL 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

Grantor Surnames must be underlined

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

Grantee Surnames must be underlined

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

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

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

Consideration

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

Declarative Clause

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

Dated this _____ day of _____

Attestation

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

Certified correct for the purposes of the Land Transfer Act 1952

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

[Signature area for Solicitor for the Grantee]

Solicitor for the Grantee

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 Grantee; and/or
 - the ecological sustainable management of the land managed by the Grantee.
 - 1.3 "Servient Land" means the land owned by the Grantor and described on page 1.
 - 1.4 "Grantee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes tenants, agents, invitees, contractors, licensees and employees of the Minister of Conservation and the Director-General of Conservation; and for the purposes of clause 2.1 only, includes any member of the public.
 - 1.5 "Grantor" means the owner of the Servient Land described on page 1 and includes the Grantor's tenants and invitees.

Standard Easement Terms

Access

2. The Grantee has the right in common with the Grantor:
 - 2.1 To pass and re-pass at any time over and along the Easement Area marked "f-g-h", "g-i", "j-j1", "j2-j3", "j4-k", "l-m", "n-o" and "p-q" on foot, on or accompanied by horses, by non-motorised vehicle powered by a person or persons, or by motorised vehicle and over and along Easement Area "r-s" on foot only.
 - 2.2 To pass and re-pass at any time over and along the Easement Area marked "a-b-c", "b-d", "f-g-h", "g-i", "j-j1", "j2-j3", "j4-k", "l-m", "n-o", "p-q" and "r-s" on foot, or on or accompanied by horses, or by non-motorised vehicle, or by motor vehicle, with or without machinery and implements of any kind, for Management Purposes. In accessing the Easement Area pursuant to this clause the Grantee will take all practical steps to advise the Grantor in advance of its intended use.
3. The Grantor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Grantor.

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

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

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

Dated

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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 Grantee may, at any time in exercise of her/his powers, temporarily close all or part of the Easement Area for such period as she/he considers necessary.

Dispute Resolution

- 7.1 If a dispute arises between the Grantor and Grantee concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 7.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
- 7.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President 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.

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

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

Dated

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of

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 Grantee has the right:
 - 10.1 To mark the Easement Area as appropriate.
 - 10.2 To erect and maintain stiles and/or gates.
 - 10.3 To erect and maintain signs informing the public:
 - (a) of the location of the land managed by the Crown and available for public access and recreation; and
 - (b) of their rights and responsibilities in relation to the Easement Area.
 - 10.4 From time to time to modify the surface of the easement area so that it becomes and remains fit for the purpose of clauses 2.1 and 2.2
 - 10.5 To use whatever reasonable means of access he/she thinks fit over the Easement Area to carry out the works in clause 10.1 to 10.4.

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. Management Access

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 Central South Island Fish and Game Council Management Purposes Easement in Gross to be created over the area shown marked in dashed blue line and labelled "f-g-h", "j-j1", "j2-j3", "j4-k" and "l-m" on Plans 2 of 3 and 3 of 3

Approved by Registrar-General of Land under No. 2002/6055

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

CANTERBURY



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

COMMISSIONER OF CROWN LANDS

Grantee

Surname(s) must be underlined or in CAPITALS.

CENTRAL SOUTH ISLAND FISH & GAME COUNCIL

Grant* of easement or *profit à prendre* or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this day of

Attestation

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

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

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

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule 1



Easement instrument

Dated

[]

Page

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pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way under Section 26S(2)(a) of the Conservation Act 1987 for management purposes	"f-g-h", "j-j1", "j2-j3", "j4-k" and "l-m" on Deposited Plan / Survey Office Plan No []	TBA	In Gross

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

Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

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

~~Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.~~

~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.~~

~~[Annexure Schedule 2].~~

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

Easement Instrument to

Dated

[]

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(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2

Definitions

1. In this easement instrument 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", "j-j1", "j2-j3", "j4-k" and "l-m" on Deposited Plan / Survey Office Plan No [] .
 - 1.2 "Management Purposes" means the management of sports fish and game bird and 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.
 - 3 "Servient Land" means the land owned by the Grantor and described on page 1.
 - 1.4 "Grantee" means the Central South Island Fish & Game Council, and includes the Grantee's agents, contractors, employees, invitees and any honorary rangers.
 - 1.5 "Grantor" means the owner of the Servient Land and includes the Grantor's tenants and invitees.

Standard Easement Terms

2. Access
 - 2.1 The Grantee 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 Grantee 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 Grantee.
 - 2.3 In carrying out the activity in clause 2.1 the Grantee 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. Grantor's Obligations

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

The easement created by this easement instrument 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 solicitors must sign or initial in this box.

Annexure Schedule



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

Easement Instrument to

Dated []

Page 2 of 2 Pages

(Continue in additional Annexure Schedule, if required.)

6. Dispute Resolution

- 6.1 If a dispute arises between the Grantor and the Grantee concerning the rights created by this easement instrument the parties are to enter into negotiations in good faith to resolve it.
- 6.2 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

Any notice to be given under this easement instrument 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.

- 7.1 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.
- 7.2 If clause 7.1(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.

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

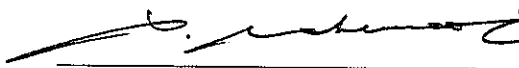
If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Execution Section

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 **Brian John Usherwood:**



Ullyss
Witness

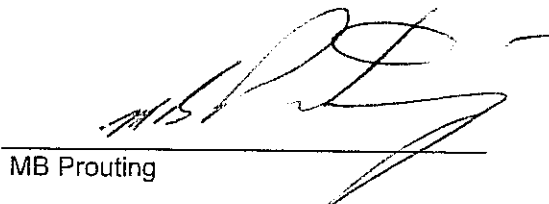
Executive Assistant
Occupation

359 Grant Road, Thunder Bay
Address

SIGNED for and on behalf of
Mesopotamia Station Limited
by two of its directors:



LB Prouting



MB Prouting

Russell Moon & Fail

BARRISTERS & SOLICITORS

39 Tancred Street West
Ashburton
New Zealand
E-mail: rmf@xtra.co.nz

Phone (03) 308-3191
Fax (03) 308-9894
P O Box 22
DX WA 30002

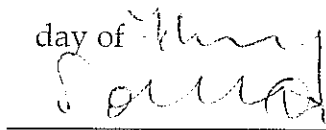
CERTIFICATIONS

I CHRIS JOHN ROBERTSON of Ashburton, Solicitor certify as follows:

1. MESOPOTAMIA STATION LIMITED ("the Holder") is a duly incorporated Company under the Companies Act 1993. The Holder's entry into and performance of its obligations under the Proposal dated 18th December 2007 ("the Proposal") have been duly authorised by the Directors and, if required, by the Shareholders of the Holder. The Holder has executed the proposal in accordance with its Constitution.
2. The consent of each person that has an interest (registered or unregistered) in the land (as that term is defined in the Proposal) to the Holder's acceptance of the Proposal has been obtained and included in the copy of the Proposal signed by the Holder and that has been provided to the Commissioner.
3. No consent, licence, approval or authorisation by any Court, Regulatory Authority or Governmental Agency is required to enable the Holder to accept the Proposal, perform the Holder's obligations under the Proposal and to acquire the freehold interest in the land as defined in the Proposal.

DATED this 20th day of May 2008

Signature:



Name:

Chris John Robertson

Principal:

Russell Moon & Fail
Solicitors
ASHBURTON

MORTGAGEES CONSENT

The **ANZ NATIONAL BANK LIMITED** as Mortgagee under Mortgage number A171595.2 ("the Mortgagee"), hereby:


- a Consents to accept to the Proposal dated 18th December 2007 ("the Proposal") by **MESOPOTAMIA STATION LIMITED** ("the Holder") pursuant to the Crown Pastoral Land Act 1998 ands agrees and consents to the registration of the documents affecting the Freehold Land referenced in the Proposal prior to the registration of any new mortgage to be granted in its favour over the Freehold Land; and
- b Agrees to sign and execute all deeds, agreements, schedules and other documents and do all acts and things as may be reasonable required by the Holder of the Commissioner to register a discharge of the Mortgage and any new Mortgage over the freehold Land.

DATED

SIGNED by an authorised signatory of)
ANZ NATIONAL BANK LIMITED)
in the presence of: by its Attorney)

KAPUA KATRINA GARDNER

Katrina Gardner



Witness: Jane SuiHong Zhen
Occupation: Bank Officer
Address: Auckland

It is certified that on 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and that the mortgage has become the property of ANZ National Bank Limited (as the amalgamated company) under Part X111 of the Companies Act 1993.

19

The ANZ National Bank Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **KAPUA KATRINA GARDINER**, Manager Lending Services of Auckland in New Zealand, certify that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Bienheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the rights, powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. On 18 August 2006 Arawata Investments Limited and Philodendron Investments Limited (**Amalgamating Companies**) among other companies, amalgamated with ANZ National Bank Limited to become ANZ National Bank Limited. Accordingly, on that date ANZ National Bank Limited (as the amalgamated company) succeeded to all the property, rights, powers, privileges, liabilities and obligations of each of the Amalgamating Companies under Part XIII of the Companies Act 1993.
4. At the date of this certificate, I am a Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
5. At the date of this certificate, I have not received any notice of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

SIGNED by the abovenamed)
Attorney at Auckland on this)
28th day of February 2008)



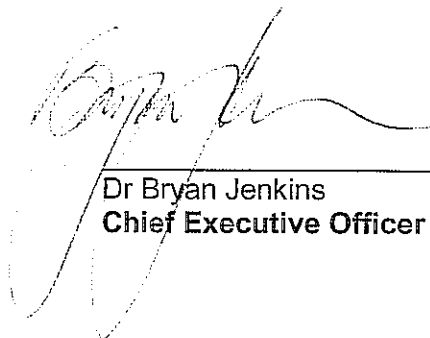
KAPUA KATRINA GARDINER

Canterbury Regional Council, being the party entitled to the benefit of Land Improvement Agreement No. 794106 registered against Lease Mesopotamia (Certificate of Title CB 529/57), hereby consents to the acceptance of the Proposal dated 8th October 2007 by Mesopotamia Station Limited pursuant to the Crown Pastoral Land Act 1998.

Dated

21/2/08

SIGNED for and on behalf of
Canterbury Regional Council



Dr Bryan Jenkins
Chief Executive Officer

In the presence of:

Witness Name:

Occupation:

Address:



Witness Signature:

A. M. Skipworth
Executive Assistant
PO Box 345
Christchurch.