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*Parties*

**TE RŪNANGA O NGĀI TAHU**

*and*

**HER MAJESTY THE QUEEN**

in right of New Zealand

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**DEED OF SETTLEMENT**  
**SECTION 10**

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**SECTION 10: HIGH COUNTRY STATIONS****10.1 DEFINITIONS****10.1.1 Defined Terms**

In this Section, unless the context requires otherwise:

*Area Plan* means the plan attached to this Deed as *Allocation Plan HC 514*;

*Caples Valley Area* means the area identified as the Caples Valley Area on the Area Plan;

*Completion Date* means the next Business Day after the expiration of 90 Business Days commencing on the Legislation Date;

*Elfin Bay Area* means the area identified as the site of the Elfin Bay wharf as shown on *Allocation Plan HC 518*;

*Gift Areas* means the areas hatched with horizontal lines (and coloured pink) on the Area Plan;

*Greenstone Valley Area* means the area identified as the Greenstone Valley Area on the Area Plan;

*Greenstone Wharf Area* means the area identified as the site of the Greenstone Wharf as shown on *Allocation Plan HC 517*;

*Hillocks Kame Field* means the area identified as the Hillocks Kame Field on *Allocation Plan HC 515*;

*Home Hill Area* means the area identified as the Home Hill Area on the Area Plan;

*Leaseback Conservation Areas* means the areas hatched with diagonal lines (and coloured yellow) on the Area Plan;

*Legislation Date* means the date on which this Deed becomes unconditional;

*Mararoa Valley Area* means the area identified as the Mararoa Grazing Area on *Allocation Plan HC 523*;

*Routeburn Field* means the area identified as the Routeburn Field on *Allocation Plan HC 515*;

*Scott Basin* means the area identified as the Scott Basin on *Allocation Plan HC 515*;

*Scott Creek Track* means the walking route identified as the Scott Creek Track on *Allocation Plan HC 515*;

*Station Areas* means the areas hatched with crossed lines (and coloured blue) on the Area Plan;

*Transfer Value* has the meaning given to it in *clause 10.12.1*;

### **10.1.2 Allocation Plan 513**

For ease of reference, a map showing the land identified in *Allocation Plans HC 514* and *HC 515* and the surrounding country is attached to this Deed as *Allocation Plan HC 513*.

## **10.2 TRANSFER OF GIFT AREAS BY CROWN**

The Crown will transfer the Gift Areas to Te Rūnanga on the Completion Date on the terms set out in *clause 10.12*.

## **10.3 GIFT BACK OF GIFT AREAS**

Te Rūnanga wishes to transfer the Gift Areas back to the Crown by way of gift to the people of New Zealand. This will occur on the Completion Date (once the Crown has complied with its obligations under *clause 10.2*) and the terms of such gift shall be those set out in the Deed of Gift specified in *Attachment 10.1*.

## **10.4 TRANSFER OF STATION AREAS BY CROWN**

The Crown will transfer the Station Areas to Te Rūnanga on the Completion Date, subject to the covenants and easements specified in *clause 10.5.1* and *clause 10.5.2* and otherwise on the terms set out in *clause 10.12*.

## **10.5 COVENANTS AND EASEMENTS RELATING TO STATION AREAS**

### **10.5.1 Covenants and Easements**

The transfer of the Station Areas to Te Rūnanga will be subject to the following covenants and easements:

- (a) a Deed of Covenant relating to the Caples Valley Area in the form specified in *Attachment 10.2*;
- (b) a Deed of Covenant relating to the Greenstone Valley Area in the form specified in *Attachment 10.3*;

- (c) a Deed of Covenant relating to the Hillocks Kame Field in the form specified in *Attachment 10.4*;
- (d) a Deed of Covenant relating to the protection of beech forest remnants in the form specified in *Attachment 10.5*;
- (e) a Deed of Covenant relating to the fencing of the Routeburn Field area in the form specified in *Attachment 10.6*;
- (f) an easement providing public access on foot over the Scott Creek Track into Scott Basin in the form specified in *Attachment 10.7*; and
- (g) an easement providing public access on foot over those parts of the round trip walking track in the Lake Rere area which cross the Station Areas in the form specified in *Attachment 10.8*.

#### **10.5.2 Execution of Covenants and Easements**

Te Rūnanga will execute the covenants and easements referred to in *clause 10.5.1* and deliver them to the Crown at the same time as the delivery by the Crown to Te Rūnanga of a registrable transfer of the Station Areas for the purposes of the settlement of the transfer to Te Rūnanga of the Station Areas.

#### **10.6 TRANSFER OF LEASEBACK CONSERVATION AREAS BY CROWN**

The Crown will transfer the Leaseback Conservation Areas to Te Rūnanga on the Completion Date on the terms set out in *clause 10.12*.

#### **10.7 LEASEBACK OF LEASEBACK CONSERVATION AREAS**

Immediately after the settlement of the transfer of the Leaseback Conservation Areas to Te Rūnanga, Te Rūnanga will lease the Leaseback Conservation Areas to the Crown in perpetuity as conservation areas. Such lease shall be in the form specified in *Attachment 10.9*.

#### **10.8 GRAZING LICENCE OVER MARAROA VALLEY AREA AND HOME HILL AREA**

The Crown will, immediately after the commencement of the lease referred to in *clause 10.7*, grant to Te Rūnanga a grazing licence by way of a concession in respect of the Mararoa Valley Area and the Home Hill Area in the form specified in *Attachment 10.10*.

## **10.9 EASEMENTS AND LICENCE OVER CROWN LAND**

### **10.9.1 Crown Easements**

The Crown will, with effect from the Completion Date, grant to Te Rūnanga easements over certain Crown land in the form specified in *Attachment 10.11*, *Attachment 10.12* and *Attachment 10.13*.

### **10.9.2 Licence for Bridge**

The Crown will, with effect from the Completion Date, grant to Te Rūnanga a licence for the siting of the stock bridge for the Station Areas on certain Crown Land in the form specified in *Attachment 10.14*.

### **10.9.3 Licences for Jointly-Owned Bridges**

The Crown will, with effect from the Completion Date, grant to the Crown and Te Rūnanga as joint owners, licences for the siting of the stock bridges over the Greenstone River and over the Caples River, a half interest in which will be transferred to Te Rūnanga on the Completion Date, on certain Crown Land in the form specified in *Attachment 10.15* and *Attachment 10.16* respectively.

### **10.9.4 Delivery of Crown Easements and Licences**

The Crown will deliver the easements referred to in *clause 10.9.1* in registrable form and the licences referred to in *clause 10.9.2* and *clause 10.9.3* at the same time as it delivers the registrable transfer referred to in *clause 10.5.2*.

## **10.10 CO-OPERATION AGREEMENT**

Te Rūnanga and the Crown will, on the Completion Date, enter into a Co-operation Agreement relating to the Station Areas, the Gift Areas and the Leaseback Conservation Areas in the form specified in *Attachment 10.17*.

## **10.11 OCCUPATION LICENCE - WHARF AREAS**

The Crown will, with effect from the Completion Date, grant to Te Rūnanga licences to occupy the Elfin Bay Area and the Greenstone Wharf Area in the form specified in *Attachment 10.18* and *Attachment 10.19* respectively.

## **10.12 PROVISIONS APPLYING TO TRANSFERS UNDER THIS SECTION**

### **10.12.1 Transfer Value: Station Areas**

The Transfer Value for the Station Areas will be the value determined using the methodology and in accordance with the process outlined in *Attachment 6.3 (Valuation Methodology (Farm Assets))* taking into account, in addition to the matters specified in *Attachment 6.3*, the effect of the covenants and easements specified in *clause 10.5.1* and *clause 10.5.2*, the easements referred to in *clause 10.9*, the grazing licence referred to in *clause 10.8*, the occupation licences referred to in *clause 10.9* and *clause 10.11* and the co-operation agreement referred to in *clause 10.10* on the value of those areas.

### 10.12.2 Gift Areas and Leaseback Conservation Areas

The Gift Areas and the Leaseback Conservation Areas will be transferred to Te Rūnanga without charge to Te Rūnanga, in recognition of Te Rūnanga's intention to gift the Gift Areas back to the Crown and to lease the Leaseback Conservation Areas to the Crown.

### 10.12.3 Consideration

The consideration for the transfer of, respectively, the Station Areas, the Gift Areas and the Leaseback Conservation Areas will be:

- (a) in respect of the Station Areas, the payment by Te Rūnanga of the Transfer Value for the Station Areas; and
- (b) in respect of the Gift Areas and the Leaseback Conservation Areas, Te Rūnanga's intention to gift the Gift Areas back to the Crown and Te Rūnanga's agreement to lease the Leaseback Conservation Areas to the Crown.

### 10.12.4 Transfer Terms

Except as provided otherwise in this *Section 10*, the terms of transfer set out in *Attachment 6.4 (Terms of Transfer (Farm Assets))* will apply, with all necessary modifications and subject to the variations set out in *Attachment 10.20* to the transfer from the Crown to Te Rūnanga of the Station Areas, the Gift Areas and the Leaseback Conservation Areas. The Crown shall bear the cost of registration of the transfer of the Gift Areas by Te Rūnanga to the Crown pursuant to the Deed of Gift referred to in *clause 10.3*.

## 10.13 VALUATION OF STATION AREAS

Te Rūnanga and the Crown agree that *Attachment 6.3* will apply to the valuation of the Station Areas as if:

- 10.13.1 all references to "Landcorp" were to the Crown acting through the Office of Treaty Settlements ("OTS") and the process described in *Attachment 6.3* were between OTS and Te Rūnanga only;
- 10.13.2 unless the context requires otherwise, all references to the Settlement Farms, Potential Settlement Farms, Disputed Farms, Adjustment Farms and Arbitrated Farms or to a Farm were to the Station Areas, treating the Station Areas as one Farm;
- 10.13.3 the date in *paragraph 4.1* (initial inspection) and the cross reference to that date in *paragraph 4.2* were the date nominated by OTS's valuer by notice in writing to Te Rūnanga, which date shall be no later than the

date of expiration of 10 Business Days commencing on the date of this Deed and no earlier than 5 Business Days after the notice given by OTS's valuer;

- 10.13.4 *paragraphs 4.2, 4.3 and 4.4* did not apply;
- 10.13.5 the Valuation Presentation Date referred to in *paragraph 6.1* (presentation of Crown's valuation report) were the date of expiration of the period of 21 Business Days commencing on the date of this Deed;
- 10.13.6 the Initial Selection Date referred to in *paragraph 6.3* (Te Rūnanga's response) were the date of expiration of the period of 21 Business Days commencing on the Valuation Presentation Date (as amended by *clause 10.13.5*);
- 10.13.7 the last sentence of *paragraph 7.2* read:  
  
*"If Te Rūnanga fails to give Te Rūnanga's Valuation Report by that date, Te Rūnanga will be deemed to have given a notice under paragraph 6.4"*;
- 10.13.8 the date in *paragraph 7.3* (appointment of negotiators) were the Initial Selection Date (as amended by *clause 10.13.6*) or, if *paragraph 7.2* applies, the date of expiration of 5 Business Days commencing on the Initial Selection Date (as amended by *clause 10.13.6*);
- 10.13.9 the date in *paragraph 7.4* (date for statement of agreed value) were the date of expiration of the period of 30 Business Days commencing on the Initial Selection Date (as amended by *clause 10.13.6*);
- 10.13.10 the date in *paragraph 7.7* (date for disclosure of new sales evidence) were the date of expiration of the period of 5 Business Days commencing on the Initial Selection Date (as amended by *clause 10.13.6*);
- 10.13.11 *paragraphs 8.1 to 8.4* (inclusive) were replaced by the following paragraphs:  
  
"8.1 Where determination of the Transfer Value is referred to an Arbitrator under *paragraph 7.6*, OTS shall, by no later than the date of expiration of the period of 5 Business Days commencing on the date referred to in *paragraph 7.4* (as defined in *clause 10.13.9*) give notice to Te Rūnanga nominating an Arbitrator,

who shall be one of the panel of arbitrators appointed for the purposes of *Section 6* unless such panel has not, at that time, been appointed, or the parties agree otherwise.

- 8.2 If Te Rūnanga does not wish the person nominated by OTS to be the Arbitrator, Te Rūnanga shall give notice to OTS of that fact, and in such notice shall nominate an alternative Arbitrator. Such notice shall be given within 3 Business Days after a notice was given by OTS under *paragraph 8.1*.
- 8.3 If OTS does not agree that the person nominated by Te Rūnanga should be appointed as Arbitrator, and Te Rūnanga and OTS cannot agree on an alternative within 3 Business Days after Te Rūnanga's notice has been given to OTS, then OTS shall request the President for the time being of the Institute of Valuers (or its successor) or his or her nominee to appoint the Arbitrator. OTS shall request that the President comply with the request within 5 Business Days of the date referred to in *paragraph 8.2*.
- 8.4 Once the Arbitrator has been appointed, OTS shall give notice to the Arbitrator that he or she is to determine the Market Value for the Station Areas in accordance with this paragraph.”;

10.13.12 the Arbitration Commencement Date referred to in *paragraph 8.5* were the date of appointment of the Arbitrator under *paragraph 8*;

10.13.13 *paragraph 10* did not apply;

10.13.14 the date in *paragraph 10.1* were the expiration of the period of 20 Business Days commencing on the Legislation Date or the expiration of the period of 20 Business Days commencing on the date on which the Arbitrator gave notice of his or her determination of Market Value under *paragraph 8.10*, whichever is the later;

10.13.15 *paragraph 10.2.1* applied as if the words “which was or may be carried out without Te Rūnanga's consent or” were deleted;

10.13.16 *paragraphs 10.3* and *10.4* were replaced by the following paragraphs:

“10.3 No later than the Business Day after the expiration of the period of 5 Business Days commencing on the date referred to in *paragraph 10.1*, OTS's valuer and Te Rūnanga's valuer must

appoint jointly a person of the kind described in *paragraph 10.1* to fulfil the role of expert under this *paragraph 10*.

10.4 If OTS's valuer and Te Rūnanga's valuer have been unable to appoint jointly such person by the expiry of that 5 Business Day period, the President of the New Zealand Institute of Valuers (or his or her nominee), on the request of either party, shall appoint such a person within a further 5 Business Days.”;

10.13.17 the date in *paragraph 10.5* were the date of expiration of the period of 15 Business Days commencing on the date referred to in *paragraph 10.1* (as amended by *clause 10.13.14*);

10.13.18 the date referred to in *paragraph 10.7* were the date of expiration of the period of 17 Business Days commencing on the date referred to in *paragraph 10.1* (as amended by *clause 10.13.14*);

10.13.19 the period referred to in *paragraphs 10.7* and *10.10* were the period of 27 Business Days commencing on the date referred to in *paragraph 10.1* (as amended by *clause 10.13.14*); and

10.13.20 *paragraph 11.4* did not apply.

#### **10.14 PROVISIONS IN SETTLEMENT LEGISLATION APPLYING TO HIGH COUNTRY STATIONS**

The Settlement Legislation will provide:

10.14.1 for all of the covenants referred to in *clause 10.5.1* to be deemed to have been entered into pursuant to section 77 of the Reserves Act 1977 and for the easements referred to in *clause 10.5.1* to be deemed to have been acquired by the Minister of Conservation pursuant to section 12 of the Reserves Act 1977;

10.14.2 that the covenants to provide public foot access to and over the Caples Valley Area and the Greenstone Valley Area as provided for in clause 2 of the Deeds of Covenant respectively referred to in *clause 10.5.1(a)* and *clause 10.5.1(b)* are legally effective and enforceable by the Crown;

10.14.3 that the Crown is entitled to transfer any property required to be transferred under this *Section 10*, to give effect to clause 6 of the Deed of Gift referred to in *clause 10.3* and to lease back the Leaseback Conservation Areas on the basis outlined in *clause 10.7* without compliance with the Land Act 1948 or any other statutory provisions

governing the transfer of Crown land and the entry by the Crown into a lease of land;

- 10.14.4 that section 11 and Part X of the Resource Management Act 1991 will not apply to any action required under this *Section 10*;
- 10.14.5 for the Minister of Conservation to have management and control of the Leaseback Conservation Areas as conservation areas under section 7(2) of the Conservation Act 1987, subject to the lease referred to in *clause 10.7* and for that lease to be enforceable in accordance with its terms;
- 10.14.6 for the Leaseback Conservation Areas to be deemed not to be rateable property for the purposes of the First Schedule to the Rating Powers Act 1988;
- 10.14.7 for any concessions and commercial activities in the Gift Areas and the Leaseback Conservation Areas to be permitted only if Te Rūnanga's consent is obtained, as provided for in clause 3 of the Co-operation Agreement referred to in *clause 10.10* and for the Minister of Conservation to have the power to recover from applicants any fees payable to Te Rūnanga for considering applications for consent for any such concessions or commercial activities;
- 10.14.8 that the Director-General of Conservation shall consult with, and have particular regard to the views of, Te Rūnanga in respect of the preparation of any Conservation Management Strategies or Conservation Management Plans that affect the Leaseback Conservation Areas and/or the Gift Areas;
- 10.14.9 that, unless Te Rūnanga agrees otherwise, the terms of any Conservation Management Strategies or Conservation Management Plans that affect:
- (a) the Leaseback Conservation Areas shall be consistent with the terms of leases of the Leaseback Conservation Areas; and
  - (b) the Gift Areas shall be consistent with the terms of the Deed of Gift referred to in *clause 10.3*;
- 10.14.10 for the ecological monitoring and review process outlined in the grazing licence set out in *Attachment 10.10*;

- 10.14.11 that the Minister of Conservation is empowered to grant the stock access easements referred to in *clause 10.9.1* and such easements will be enforceable in accordance with their terms;
- 10.14.12 that the Minister of Conservation is empowered to grant the licences over the Elfin Bay Area and the Greenstone Wharf Area referred to in *clause 10.11* and the licence over the area around McKellar Lodge referred to in *Attachment 10.20* and such licences will be enforceable in accordance with their terms;
- 10.14.13 that the Minister of Conservation and the Commissioner of Crown Lands are empowered to grant the licences referred to in *clause 10.9.2* and *10.9.3* and such licences will be enforceable in accordance with their terms;
- 10.14.14 for the closure of legal roads in the Mararoa Valley Area if the Southland District Council agrees to such closure;
- 10.14.15 that no gift duty will be payable by Te Rūnanga in respect of the gift referred to in *clause 10.3* or the granting of the lease referred to in *clause 10.7*;
- 10.14.16 for the revocation of the recreation reserve status of the Lake Rere reserve as it exists at the date of this Deed and the classification of the area shown on the Area Plan as the Lake Rere reserve as a recreation reserve with effect from the Completion Date; and
- 10.14.17 for the area of land between Lake McKellar and the Greenstone Valley Area which is currently administered by OTS to be a conservation area with effect from the Completion Date.

## DEED OF GIFT

**ATTACHMENT 10.1****DEED OF GIFT***(Clause 10.3)*

*Date:*

**BETWEEN:**

- 1 **TE RŪNANGA O NGĀI TAHU** (*Te Rūnanga*)
- 2 **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (*the Crown*).

**BACKGROUND**

- A. Subsequent to the Waitangi Tribunal's Wai 27 Report, Ngāi Tahu, in the national interest, stood back from the exercise of its legitimate interest in respect of the Crown's desire to implement reform of the high country pastoral leases through the tenure review process within the Ngāi Tahu rohe.
- B. The Crown, in recognition of Ngāi Tahu's action, agreed to purchase the Greenstone, Elfin Bay and Routeburn High Country properties for the benefit of Ngāi Tahu.
- C. The Crown seeks to ensure that certain conservation values involving those properties are protected in the national interest.
- D. Te Rūnanga wishes to gift certain mountainous areas in those properties to the Crown to hold and manage as conservation areas on behalf of the people of New Zealand.
- E. Te Rūnanga and the Crown have, on the same date as the date of this Deed, entered into a Co-operation Agreement relating to the management of the Land (as defined below) and certain nearby land.

## DEED OF GIFT

**AGREEMENT**

It is agreed:

**1 GIFT BY TE RŪNANGA**

**AS A MEMORIAL** to the suffering of the people of Ngāi Tahu brought about through the multiple breaches by the Crown of its duties under the Treaty of Waitangi and the consequent unfulfilled promises of the Treaty of Waitangi; and

**AS A HOPE** for the revival of the well-being and advancement of Ngāi Tahu Whānui vouchsafed by the restoration of the mana of the Treaty of Waitangi offered by the settlement of the Ngāi Tahu Claims; and

**AS A MARK** of the compact between the people of Ngāi Tahu and the people of New Zealand embodied in the Treaty of Waitangi;

**TE RŪNANGA** hereby gifts solely and exclusively to the Crown, on behalf of the people of New Zealand, all the land comprising [*describe land generically and legally - legal description to be inserted following survey and issue of new titles for the land*] (*Land*).

**2 NAME OF LAND**

Henceforth the Land comprising this gift by Te Rūnanga to the Crown, on behalf of the people of New Zealand, shall be known and referred to as **KA WHENUA ROIMATA**, and the Crown agrees to use that name in any conservation management plan or conservation management strategy relating to the Land, signs in the vicinity of the Land which identify the Land and public information brochures published by the Department of Conservation which refer to the Land.

**3 MANAGEMENT OF LAND AS CONSERVATION AREA**

The Crown agrees to hold and manage the Land as a conservation area in accordance with and subject to the provisions of the Conservation Act 1987 (*Act*) and a Deed of Settlement dated [ ] 1997 between by the Crown and Te Rūnanga (*Settlement*) and to allow free public access to the Land in perpetuity.

#### **4 MINISTER MAY DECLARE LAND A SPECIALLY PROTECTED AREA, RESERVE OR NATIONAL PARK**

Subject to *clause 5*, the provisions of the Act, the provisions and intention of this deed and the Settlement, the Minister of Conservation (*Minister*) may, at any time:

- 4.1 declare the Land, or any part of the Land, a specially protected area under Part IVA of the Act;
- 4.2 declare the Land, or any part of the Land, a reserve under the Reserves Act 1977;
- 4.3 recommend to the Governor-General in Council that an order-in-council declaring the Land, or any part of the Land, a national park under the National Parks Act 1980 be issued; or
- 4.4 revoke any of the above actions, so that the status of the Land returns to that set out in *clause 3* or any of those referred to in this *clause 4*.

#### **5 CONSULTATION**

Before taking any of the steps referred to in *clause 4*, the Minister shall consult with, and have particular regard to:

- (a) the views of Te Rūnanga; and
- (b) the terms of this Deed.

#### **6 TERMINATION OF GIFT**

If at any time the Crown considers that it is no longer appropriate to hold and manage the Land for any of the purposes referred to in *clause 3* or *clause 4* the Crown shall revoke, or have revoked, the classification of the Land and forthwith transfer it in fee simple and by way of gift to Te Rūnanga.

#### **7 NO SALE OR OTHER DISPOSAL**

The Crown shall not sell, transfer, exchange or in any other way divest its estate or interest in the Land or any part of the Land but nothing in this clause will prevent the Crown from providing for the management of the Land for any of the purposes referred to in *clause 3* or *clause 4* to be undertaken by any Crown Body (as defined in clause 1.1 of the Settlement).

#### **8 INTERPRETATION**

Clause 1.3 of the Settlement shall apply to, and be read as part of, this Deed.

DEED OF GIFT

**EXECUTED** as a deed on the date first written above.

*[insert appropriate execution provisions]*

**ATTACHMENT 10.2**  
**DEED OF COVENANT RELATING TO CAPLES VALLEY AREA**  
*(Clause 10.5.1(a))*

*Date:*

**BETWEEN**

- (1) **TE RŪNANGA O NGĀI TAHU** *(the Landholder)*
- (2) **THE MINISTER OF CONSERVATION** *(the Minister)*

**BACKGROUND**

- A The Landholder and the Crown are parties to a Deed of Settlement dated [       ] 1997.
- B Pursuant to that Deed, the Crown agreed to transfer to the Landholder certain land including the Land, such transfer to be subject to the Landholder entering into a deed of covenant with the Minister to provide for the protection of the beech forest margin by fencing off and destocking the Upper Valley and setting stock limits for the Lower Valley and to provide free public foot access for tramping, hunting and fishing.
- C Under section [   ] of the Ngāi Tahu Claims Settlement Act 1997, this covenant is deemed to have been entered into by the Minister pursuant to section 77 of the Reserves Act 1977, and therefore binds future owners of the Land.

**NOW THEREFORE** the parties agree as follows:

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this deed, unless the context otherwise requires:

*Caples Valley Walking Track* means the public walking track in the Caples Valley area which traverses the Land at certain points, the approximate route of which is marked on the NZMS 260 series map of the area;

*Crown* means Her Majesty the Queen in right of New Zealand;

*Land* means [*legal description of Caples Valley land to be inserted*];

*Lower Valley* means that part of the Land which is south of the line of fence referred to in *clause 3.1* (as shown in *Appendix 1*);

*Stock Unit* has the meaning given to it in the Lincoln University *Farm Technical Manual*;

*Upper Valley* means that part of the Land which is north of the line of the fence referred to in *clause 3.1* (as shown in *Appendix 1*).

*Wakatipu Recreational Hunting Areas* means the areas identified as such on the plan attached as *Appendix 2*;

1.2 In the interpretation of this Deed, unless the context otherwise requires:

1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;

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

1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*;

1.2.4 a reference to a party to this Deed or any other document or agreement includes that party's successors, heirs, executors and assigns;

1.2.5 a reference to the Minister includes any officer or duly authorised agent of the Minister; and

1.2.6 a reference to the Landholder includes any receiver, liquidator, statutory manager or assignee in bankruptcy of the Landholder or any lessee or mortgagee in possession of the Land or any part of it. Where there is more than one owner of the Land, this Deed binds them both jointly and severally.

1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Deed in circumstances where legislative changes make statutory references in this Deed obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by

the Landholder to, or acquiescence by the Landholder in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement referred to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Deed or in that Deed of Settlement.

## **2 FREE PUBLIC FOOT ACCESS**

2.1 The Landholder will at all times allow members of the public:

- (a) to have free foot access across, onto and through all parts of the Land for tramping, hunting or fishing; or
- (b) in possession of a legal hunting weapon, who hold a current appropriate permit issued by the Department of Conservation for recreational hunting in the Wakatipu Recreational Hunting Areas, to have free foot access across, onto and through all parts of the Land.

2.2 Any member of the public who:

- (a) wishes to be accompanied by dogs when walking on the Land as permitted under *clause 2.1* shall first obtain the consent of the Landholder; or
- (b) wishes to have foot access across, onto and through the Land for any purpose other than for tramping, hunting or fishing shall first obtain the consent of the Landholder.

2.3 The Landholder will not do anything on the Land which obstructs the public access referred to in *clause 2.1* and *clause 2.2*. Nothing in this *clause 2.3* prevents the Landholder from moving, treating or otherwise farming stock in the normal course of its farming operations on the Land or prevents the Landholder from erecting fences or other improvements required for its operations on the Land so long as appropriate stiles (or, at the Landholder's election, unlocked gates) are provided in convenient locations for the use of the public.

## **3 DE-STOCKING OF UPPER VALLEY**

3.1 In order to exclude stock from the Upper Valley, the Minister will (unless the requirements of this *clause 3.1* have been met before the date of this Deed) improve a stock proof fence along the line marked "existing fenceline" on the plan attached as *Appendix 1*, build a new stock proof fence along the line marked "proposed new fenceline" (and remove the existing fencing to be replaced by the new fence), such new fence and improvements to be to the specifications set out

below and to include at least one gate and stiles wherever it intersects the Caples Valley Walking Track. The cost of improving the fence to make it stock proof and of building the new fence shall be borne by the Minister, and the Landholder shall permit the Minister to have access to undertake such improvements and building. The specifications are:

- (i) Fence type - post, standard with 6 plain wires;
- (ii) Strainers to be 2.1m x 175-225mm located at end of each strain;
- (iii) Posts to be 1.8m x 125-150mm at 21 metre spacing;
- (iv) Waratah standards to be 1.65m at 3 metre spacing; and
- (v) Wire to be 2.5mm high tensile steel.

3.2 The Landholder will not permit any stock to graze in the Upper Valley and will remove any stray stock from that area. The Minister acknowledges that stock may from time to time stray onto the Upper Valley. If this occurs, the Landholder will remove such stock within a reasonable time after it becomes aware of the straying or after being requested by the Minister to do so.

3.3 The Landholder will maintain the fence referred to in this *clause 3* in a stock proof condition. The costs of such maintenance shall be borne by the Landholder and the Minister equally. If required by the Minister, the Landholder will provide to the Minister estimates of cost for the Minister's approval before undertaking any work for which the Minister will be liable to pay half of the costs.

#### **4 STOCK LIMITS IN LOWER VALLEY**

4.1 In order to protect the beech forest margin, the Landholder will ensure that the stocking levels in the Lower Valley will not at any time exceed the levels at the date of this Deed, which are 1,220 Stock Units.

4.2 If requested by the Minister, the Landholder will provide to the Minister the Landholder's records of stock numbers grazing on the Land and the weight of such stock.

#### **5 CAPLES VALLEY WALKING TRACK**

The Minister may maintain or improve the Caples Valley Walking Track and may erect and maintain signs and markers for the benefit of its users.

## 6 REGISTRATION OF COVENANT

The Minister will cause a notification of this covenant to be recorded against the title to the Land in the manner provided for in section 77 of the Reserves Act 1977, as soon as reasonably practicable after the execution of this Deed. The intention of recording the covenant against the title in this way is to bind future owners and to allow for the application of sections 93-105 of the Reserves Act 1977.

## 7 ACCESS FOR MINISTER

The Landholder grants to the Minister a right of access onto and through the Land for the purpose of undertaking weed or pest control, for carrying out protection or maintenance work on the Land or on the Crown's land which adjoins the Land for the purposes of this Deed or for the purposes of *clause 5*. In exercising this right of access, the Minister shall obtain the prior consent of the Landholder and take all reasonable steps to minimise disruption to the Landholder's operations on the Land. The Landholder will not unreasonably withhold or delay consent. Nothing in this clause imposes any obligation on the Minister to undertake weed or pest control on the Land or affects the obligations of the Landholder under any law relating to weed or pest control.

## 8 NOTICES

Any notice required to be given to either party under this Deed will be sufficiently given if in writing and served in the manner provided in Section 152 of the Property Law Act 1952. In the case of the Landholder, the notice will be sufficiently given by post or delivered to the residential or business address of the Landholder. In the case of the Minister, the notice will be sufficiently given if sent by post or delivered to the office for the time being of the Regional Conservator, Department of Conservation, Otago. Any request under *clause 3.2* or *clause 4.2* may be made verbally or in writing to the manager of the Landholder's pastoral farming operation on the Land, and any consent under *clause 7* may be obtained in like manner.

## 9 TERM

This Deed shall apply in perpetuity.

## 10 DISPUTE RESOLUTION

Any dispute which arises between the Landholder and the Minister in any way relating to this Deed may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1996.

**EXECUTED** as a deed on the date first written above.

*[Execution provisions to follow]*

**APPENDIX 1**

**PLAN SHOWING APPROXIMATE LOCATION OF FENCE**

*(Clause 3.1)*

*[Copy of Allocation Plan HC 519 to be inserted]*

**APPENDIX 2**

**PLAN OF WAKATIPU RECREATIONAL HUNTING AREAS**

*(Clause 1.1, Definition of Wakatipu Recreational Hunting Areas)*

*[Detail of areas coloured green on the Area Plan to be inserted]*

**ATTACHMENT 10.3**  
**DEED OF COVENANT RELATING TO GREENSTONE VALLEY AREA**  
*(Clause 10.5.1(b))*

*Date:*

**BETWEEN**

- (1) **TE RŪNANGA O NGĀI TAHU** (*the Landholder*)
- (2) **THE MINISTER OF CONSERVATION** (*the Minister*)

**BACKGROUND**

- A The Landholder and the Crown are parties to a Deed of Settlement dated [       ] 1997.
- B Pursuant to that Deed, the Crown agreed to transfer to the Landholder certain land including the Land, such transfer to be subject to the Landholder entering into a deed of covenant with the Minister to provide for the discontinuance of cattle grazing on the Land after a transitional period and for other grazing restrictions to protect ecosystems, for restrictions on developments to protect the natural landscape character and to provide free public foot access for tramping hunting and fishing.
- C Under section [   ] of the Ngāi Tahu Claims Settlement Act 1997, this covenant is deemed to have been entered into by the Minister pursuant to section 77 of the Reserves Act 1977, and therefore binds future owners of the Land.

**NOW THEREFORE** the parties agree as follows:

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this deed, unless the context otherwise requires:

*Crown* means Her Majesty the Queen in Right of New Zealand;

*Deed of Settlement* means the Deed of Settlement referred to in *Recital A*;

*Effective Date* means the date which is 8 years after the date of this Deed;

*Greenstone Walking Track* means the public walking track which traverses the Land at certain points, the approximate route of which is marked on the NZMS 260 series map of the area;

*Land* means [legal description of Greenstone Valley land to be inserted];

*Mararoa Licence* means the grazing licence granted by the Minister to the Landholder dated 1997 which relates to the Mararoa Valley Area (as defined in the Deed of Settlement);

*Wakatipu Recreational Hunting Areas* means the areas identified as such on the plan attached as the *Appendix*.

- 1.2 In the interpretation of this Deed, unless the context otherwise requires:
- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
  - 1.2.2 the singular includes the plural and vice versa, and words importing one gender include the other genders;
  - 1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*;
  - 1.2.4 a reference to a party to this Deed or any other document or agreement includes that party's successors, heirs, executors and assigns;
  - 1.2.5 a reference to the Minister includes any officer or duly authorised agent of the Minister; and
  - 1.2.6 a reference to the Landholder includes any receiver, liquidator, statutory manager or assignee in bankruptcy of the Landholder or any lessee or mortgagee in possession of the Land or any part of it. Where there is more than one owner of the Land, this Deed binds them both jointly and severally.
- 1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Deed in circumstances where legislative changes make statutory references in this Deed obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by the Landholder to, or acquiescence by the Landholder in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement referred to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Deed or in that Deed of Settlement.

## 2 FREE PUBLIC FOOT ACCESS

2.1 The Landholder will at all times allow members of the public:

- (a) to have free foot access across, onto and through all parts of the Land for tramping, hunting or fishing; or
- (b) in possession of a legal hunting weapon, who hold a current appropriate permit issued by the Department of Conservation for recreational hunting in the Wakatipu Recreational Hunting Areas, to have free foot access across, onto and through all parts of the Land.

2.2 Any member of the public who:

- (a) wishes to be accompanied by dogs when walking on the Land as permitted under *clause 2.1* shall first obtain the consent of the Landholder; or
- (b) wishes to have foot access across, onto and through the Land for any purpose other than for tramping, hunting or fishing shall first obtain the consent of the Landholder.

2.3 The Landholder will not do anything on the Land which obstructs the public access referred to in *clause 2.1* and *clause 2.2*. Nothing in this *clause 2.3* prevents the Landholder from moving stock in the normal course of its farming operations on the Land or prevents the Landholder from erecting fences or other improvements required for its operations on the Land so long as appropriate stiles (or at the Landholder's election, unlocked gates) are provided in convenient locations for the use of the public.

## 3 DE-STOCKING OF LAND

3.1 As from the Effective Date, the Landholder will cease to graze any animals other than sheep on the Land unless the Minister consents to the grazing of any other animals on the Land. The Minister will not withhold consent for the grazing of any other type of animal if he or she is reasonably satisfied that such grazing will not adversely affect the conservation interests referred to in *Recital B* or the public access provided under *clause 2*.

3.2 During the period between the date of this Deed and the Effective Date, the level of grazing of animals on the Land will not exceed the levels at the date of this Deed, which are:

- (a) 100 cows (whether with or without calves at foot) in the summer months (which may be increased to 350 cows (whether with or without calves at

## DEED OF COVENANT RELATING TO GREENSTONE VALLEY AREA

foot) for not more than two weeks in February and two weeks in April in each year);

- (b) 2,000 adult sheep for not more than seven days in the period from the beginning of January to the end of February in each year, (when en route to the Mararoa Valley); and
- (c) 2,000 adult sheep during the months of April, May and June in each year.

3.3 If requested by the Minister, the Landholder will provide to the Minister the Landholder's records of stock numbers grazing on the Land.

#### 4 GRAZING OF CATTLE AFTER EFFECTIVE DATE

4.1 After the Effective Date, the Landholder may, notwithstanding *clause 3*, graze not more than 350 cows (whether with or without calves at foot) on the Land for not more than two weeks in February and two weeks in April in each year, but only for so long as the Mararoa Valley Licence continues in force. Nothing in this *clause 4.1* limits *clause 3.1*.

4.2 The Minister acknowledges that stock grazing in the Mararoa Valley during the currency of the Mararoa Valley Licence may stray on to the Land outside the periods referred to in *clause 4.1*. If that occurs, the Landholder will remove such stock back into the Mararoa Valley within a reasonable time after it becomes aware of such straying or after being requested by the Minister to do so.

#### 5 RESTRICTION ON DEVELOPMENTS

5.1 The Landholder agrees with the Minister that it will not, without the prior written consent of the Minister:

- (a) undertake any tourism development on the Land;
- (b) undertake any development requiring a resource consent under the Resource Management Act 1991 on the Land; or
- (c) undertake any development involving:
  - (i) the construction of a structure of greater than 12 square metres in area and 4 metres in height;
  - (ii) the construction of a fence of greater than 1.25 metres in height; or
  - (iii) soil movement involving more than 1 cubic metre in volume in any area of 1000 square metres, except where the soil movement is

## DEED OF COVENANT RELATING TO GREENSTONE VALLEY AREA

undertaken for the foundations of a building permitted under *clause 5.1(c)(i)* or for making holes for the posts of a fence permitted under *clause 5.1(c)(ii)* or for erecting a stile under *clause 2.3*.

The Minister will not withhold consent under this clause if the proposed development is in keeping with the natural landscape character of the Land and the Crown's adjoining land.

- 5.2 If the Minister undertakes, or permits any other person to undertake, any development in the conservation area bordering the Land which is in the same visual catchment as the Land when seen by a person standing on the Land, the Minister will not withhold consent under *clause 5.1* for any proposed development by the Landholder on the Land which is of the same type as, and which has no greater impact on the natural landscape character referred to in *clause 5.4* than, the development undertaken or permitted by the Minister.
- 5.3 If the Minister permits the undertaking of any development of any form of road or railway between Lake Wakatipu and the Milford road through the Snowdon conservation area (*the permitted development*), the Minister will not withhold consent under *clause 5.1* for any proposed development of the same kind or a similar kind by the Landholder on the Land if the area affected by the permitted development has ecological and recreational values of equal or greater significance to those parts of the Land which would be affected by the Landholder's proposed development, and the Landholder's proposed development has no greater impact on the environment than the permitted development.
- 5.4 For the purposes of *clause 5.1* and *clause 5.2*, the natural landscape character of the Land and the Crown's adjoining land includes:
- (a) the overall dominance of native vegetation on wholly natural landforms, in diverse and natural communities of forests, woodlands, shrublands, grasslands and wetlands situated in a long curving mountain valley;
  - (b) the extent of natural quiet presently found in the valley;
  - (c) the occurrence of high water quality in the streams and the Greenstone River; and
  - (d) an absence of development in the form of vehicle tracks, roads, fences (apart from a small number of fences which have minimal visual impact) and buildings (apart from a small number of huts and lodges all but one of which are currently largely hidden in the landscape).

This character contributes to a setting that provides a sense of remoteness and naturalness for tramping, fishing and hunting on foot.

**6 GREENSTONE WALKING TRACK**

The Minister may maintain or improve the Greenstone Walking Track and may erect and maintain signs and markers for the benefit of its users.

**7 REGISTRATION OF COVENANT**

The Minister will cause a notification of this covenant to be recorded against the title to the Land in the manner provided for in section 77 of the Reserves Act 1977, as soon as reasonably practicable after the execution of this Deed. The intention of recording the covenant against the title in this way is to bind future owners and to allow for the application of sections 93-105 of the Reserves Act 1977.

**8 ACCESS FOR MINISTER**

The Landholder grants to the Minister a right of access onto and through the Land for the purpose of undertaking weed or pest control, for carrying out protection or maintenance work on the Land or on the Crown's land which adjoins the Land for the purposes of this Deed or for the purposes of *clause 6*. In exercising this right of access, the Minister shall obtain the prior consent of the Landholder and take all reasonable steps to minimise disruption to the Landholder's operations on the Land. The Landholder will not unreasonably withhold or delay consent. Nothing in this clause imposes any obligation on the Minister to undertake weed or pest control on the Land or affects the obligations of the Landholder under any law relating to weed or pest control.

**9 NOTICES**

Any notice required to be given to either party under this Deed will be sufficiently given if in writing and served in the manner provided in Section 152 of the Property Law Act 1952. In the case of the Landholder, the notice will be sufficiently given by post or delivered to the residential or business address of the Landholder. In the case of the Minister, the notice will be sufficiently given if sent by post or delivered to the office for the time being of the Regional Conservator, Department of Conservation, Otago. Any request under *clause 3.3* or *clause 4.2* may be made verbally or in writing to the manager of the Landholder's pastoral farming operation on the Land, and any consent under *clause 8* may be obtained in like manner.

**10 TERM**

This Deed shall apply in perpetuity.

**11 DISPUTE RESOLUTION**

Any dispute which arises between the Landholder and the Minister in any way relating to this Deed may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1996.

**EXECUTED** as a deed on the date first written above.

*[Execution provisions to follow]*

**APPENDIX**

**PLAN OF WAKATIPU RECREATIONAL HUNTING AREAS**

*(Clause 1.1, Definition of Wakatipu Recreational Hunting Areas)*

*[Detail from areas coloured green on the Area Plan to be inserted]*

**ATTACHMENT 10.4**  
**DEED OF COVENANT RELATING TO HILLOCKS KAME FIELD**  
*(Clause 10.5.1(c))*

*Date:*

**BETWEEN**

- (1) **TE RŪNANGA O NGĀI TAHU** *(the Landholder)*
- (2) **THE MINISTER OF CONSERVATION** *(the Minister)*

**BACKGROUND**

- A The Landholder and the Crown are parties to a Deed of Settlement dated [            ] 1997.
- B Pursuant to that Deed, the Crown agreed to transfer to the Landholder certain land including the Hillocks Kame Field, such transfer to be subject to the Landholder entering into a deed of covenant with the Minister providing for certain measures to protect the Kames while enabling the Landholder to utilise the Hillocks Kame Field for farming purposes.
- C Under section [    ] of the Ngāi Tahu Claims Settlement Act 1997, this covenant is deemed to have been entered into by the Minister pursuant to section 77 of the Reserves Act 1977, and therefore binds future owners of the Hillocks Kame Field.

**NOW THEREFORE** the parties agree as follows:

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this deed, unless the context otherwise requires:

*Crown* means Her Majesty the Queen in Right of New Zealand;

*Kames* means the kames or hillocks situated on the Hillocks Kame Field;

*Hillocks Kame Field* means [legal description of Hillocks Kame Field to be inserted].

- 1.2 In the interpretation of this Deed, unless the context otherwise requires:
- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
  - 1.2.2 the singular includes the plural and vice versa, and words importing one gender include the other genders;
  - 1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*;
  - 1.2.4 a reference to a party to this Deed or any other document or agreement includes that party's successors, heirs, executors and assigns;
  - 1.2.5 a reference to the Minister includes any officer or duly authorised agent of the Minister; and
  - 1.2.6 a reference to the Landholder includes any receiver, liquidator, statutory manager or assignee in bankruptcy of the Landholder or any lessee or mortgagee in possession of the Hillocks Kame Field or any part of it. Where there is more than one owner of the Hillocks Kame Field, this Deed binds them both jointly and severally.
- 1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Deed in circumstances where legislative changes make statutory references in this Deed obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by the Landholder to, or acquiescence by the Landholder in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement referred to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Deed or in that Deed of Settlement.

## 2 PROTECTION OF KAMES

The Landholder will at all times conduct its operations on the Hillocks Kame Field in a manner which will not cause any material damage to the Kames and, in particular, will not:

- 2.1 undertake any earthworks on any of the Kames;

## DEED OF COVENANT RELATING TO HILLOCKS KAME FIELD

- 2.2 plant any trees or other plants (except grass or other farm grazing pasture) on any of the Kames;
- 2.3 erect or allow the erection of any structure on any of the Kames; or
- 2.4 undertake any stock management practice that is likely to lead to material damage to the Kames by stock.

### 3 REGISTRATION OF COVENANT

The Minister will cause a notification of this covenant to be recorded against the title to the Hillocks Kame Field in the manner provided for in section 77 of the Reserves Act 1977, as soon as reasonably practicable after the execution of this Deed. The intention of recording the covenant against the title in this way is to bind future owners and to allow for the application of sections 93-105 of the Reserves Act 1977.

### 4 ACCESS FOR MINISTER

The Landholder grants to the Minister a right of access onto and through the Hillocks Kame Field for the purpose of examining and recording the condition of the Hillocks. In exercising this right of access, the Minister shall obtain the prior consent of the Landholder and take all reasonable steps to minimise disruption to the Landholder's operations on the Hillocks Kame Field. The Landholder will not unreasonably withhold or delay consent.

### 5 NOTICES

Any notice required to be given to either party under this Deed will be sufficiently given if in writing and served in the manner provided in Section 152 of the Property Law Act 1952. In the case of the Landholder, the notice will be sufficiently given by post or delivered to the residential or business address of the Landholder. In the case of the Minister, the notice will be sufficiently given if sent by post or delivered to the office for the time being of the Regional Conservator, Department of Conservation, Otago. Any consent under *clause 4* may be obtained from the manager of the Landholder's pastoral farming operation on the Hillocks Kame Field.

### 6 TERM

This Deed shall apply in perpetuity.

### 7 DISPUTE RESOLUTION

Any dispute which arises between the Landholder and the Minister in any way relating to this Deed may be resolved by referring the dispute to an agreed third

party for decision or by arbitration under the provisions of the Arbitration Act 1996.

**EXECUTED** as a deed on the date first written above.

*[Execution provisions to follow]*

**ATTACHMENT 10.5**  
**DEED OF COVENANT TO PROTECT BEECH FOREST REMNANTS**  
*(Clause 10.5.1(d))*

*Date:*

**BETWEEN**

- (1) **TE RŪNANGA O NGĀI TAHU** *(the Landholder)*
- (2) **THE MINISTER OF CONSERVATION** *(the Minister)*

**BACKGROUND**

- A The Landholder and the Crown are parties to a Deed of Settlement dated [       ] 1997.
- B Pursuant to that Deed, the Crown agreed to transfer to the Landholder certain land including the Land, such transfer to be subject to the Landholder entering into a deed of covenant with the Minister providing for certain measures to protect the Beech Forest Remnants.
- C Under section [   ] of the Ngāi Tahu Claims Settlement Act 1997, this covenant is deemed to have been entered into by the Minister pursuant to section 77 of the Reserves Act 1977, and therefore binds future owners of the Land.

**NOW THEREFORE** the parties agree as follows:

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this deed, unless the context otherwise requires:

*Beech Forest Remnants* means the areas of beech forest on any part of the Land which are 5 hectares or more in area at the date of this Deed which are identified as “Bush Remnant Areas” on the plans attached as an Appendix to this Deed;

*Crown* means Her Majesty the Queen in right of New Zealand;

*Land* means [legal description of Elfin Bay lake face, Greenstone lake face and Routeburn Dart faces to be inserted].

- 1.2 In the interpretation of this Deed, unless the context otherwise requires:
- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
  - 1.2.2 the singular includes the plural and vice versa, and words importing one gender include the other genders;
  - 1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*;
  - 1.2.4 a reference to a party to this Deed or any other document or agreement includes that party's successors, heirs, executors and assigns;
  - 1.2.5 a reference to the Minister includes any officer or duly authorised agent of the Minister; and
  - 1.2.6 a reference to the Landholder includes any receiver, liquidator, statutory manager or assignee in bankruptcy of the Landholder or any lessee or mortgagee in possession of the Land or any part of it. Where there is more than one owner of the Land, this Deed binds them both jointly and severally.
- 1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Deed in circumstances where legislative changes make statutory references in this Deed obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by the Landholder to, or acquiescence by the Landholder in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement referred to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Deed or in that Deed of Settlement.

## **2 PROTECTION OF BEECH FOREST REMNANTS**

- 2.1 In order to protect the Beech Forest Remnants, the Landholder agrees with the Minister that the Landholder will not carry out, or allow to be carried out without the prior approval of the Minister:
- 2.1.1 any burning in the Beech Forest Remnants;

## DEED OF COVENANT TO PROTECT BEECH FOREST REMNANTS

2.1.2 any destruction, cutting or removal of native plants in the Beech Forest Remnants;

2.1.3 the erection of any structure in the Beech Forest Remnants; or

2.1.4 any planting of trees or shrubs which are not indigenous in, or in the immediate vicinity of, the Beech Forest Remnants.

2.2 The Landholder agrees that it will not undertake any burning in any area of the Land where there is no natural or man-made firebreak between the source of the fire and any of the Beech Forest Remnants without the consent of the Minister, which will not be withheld if the precautions the Landholder intends to take to prevent the fire spreading to any of the Beech Forest Remnants are adequate.

### 3 REGISTRATION OF COVENANT

The Minister will cause a notification of this covenant to be recorded against the title to the Land in the manner provided for in section 77 of the Reserves Act 1977, as soon as reasonably practicable after the execution of this Deed. The intention of recording the covenant against the title in this way is to bind future owners and to allow for the application of sections 93-105 of the Reserves Act 1977.

### 4 ACCESS FOR MINISTER

The Landholder grants to the Minister a right of access onto and through the Land for the purpose of undertaking weed or pest control in the Beech Forest Remnants or for the purpose of examining and recording the condition of the Beech Forest Remnants. In exercising this right of access, the Minister shall obtain the prior consent of the Landholder and take all reasonable steps to minimise disruption to the Landholder's operations on the Land. The Landholder will not unreasonably withhold or delay consent. Nothing in this clause imposes any obligation on the Minister to undertake weed or pest control on the Land or affects the obligations of the Landholder under any law relating to weed or pest control.

### 5 NOTICES

Any notice required to be given to either party under this Deed will be sufficiently given if in writing and served in the manner provided in Section 152 of the Property Law Act 1952. In the case of the Landholder, the notice will be sufficiently given by post or delivered to the residential or business address of the Landholder. In the case of the Minister, the notice will be sufficiently given if sent by post or delivered to the office for the time being of the Regional Conservator, Department of Conservation, Otago. Any consent under *clause 4*

may be obtained from the manager of the Landholder's pastoral farming operation on the Land.

**6 TERM**

This Deed shall apply in perpetuity.

**7 DISPUTE RESOLUTION**

Any dispute which arises between the Landholder and the Minister in any way relating to this Deed may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1996.

**EXECUTED** as a deed on the date first written above.

*[Execution provisions to follow]*

**APPENDIX**

**PLANS IDENTIFYING BEECH FOREST REMNANTS**

*(Clause 1.1, Definition of Beech Forest Remnants)*

*[Allocation Plans HC 520, HC 521 and HC 522 to be inserted]*

**ATTACHMENT 10.6**  
**DEED OF COVENANT RELATING TO THE FENCING OF THE**  
**ROUTEburn FIELD AREA**  
*(Clause 10.5.1(e))*

*Date:*

**BETWEEN**

- (1) **TE RŪNANGA O NGĀI TAHU** (*the Landholder*)
- (2) **THE MINISTER OF CONSERVATION** (*the Minister*)

**BACKGROUND**

- A The Landholder and the Crown are parties to a Deed of Settlement dated [            ] 1997.
- B Pursuant to that Deed, the Crown agreed to transfer to the Landholder the Routeburn Field, such transfer to be subject to the Landholder entering into a deed of covenant with the Minister providing for the fencing of the Routeburn Field and in the area adjacent to it to prevent stock entering the Mount Aspiring National Park.
- C Under section [    ] of the Ngāi Tahu Claims Settlement Act 1997, this covenant is deemed to have been entered into by the Minister pursuant to section 77 of the Reserves Act 1977, and therefore binds future owners of the Routeburn Station.

**NOW THEREFORE** the parties agree as follows:

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this deed, unless the context otherwise requires:

*Crown* means Her Majesty the Queen in right of New Zealand;

*Mount Aspiring National Park* means The Mount Aspiring National Park referred to in section 6(i)(i) of the National Parks Act 1980;

*Routeburn Field* means the area identified as the Routeburn Field on the plan attached as *Appendix 1*;

*Routeburn Station* means the area shown hatched with crossed lines on the plan attached as *Appendix 1*.

- 1.2 In the interpretation of this Deed, unless the context otherwise requires:
    - 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
    - 1.2.2 the singular includes the plural and vice versa, and words importing one gender include the other genders;
    - 1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*;
    - 1.2.4 a reference to a party to this Deed or any other document or agreement includes that party's successors, heirs, executors and assigns;
    - 1.2.5 a reference to the Minister includes any officer or duly authorised agent of the Minister; and
    - 1.2.6 a reference to the Landholder includes any receiver, liquidator, statutory manager or assignee in bankruptcy of the Landholder or any lessee or mortgagee in possession of the Routeburn Station or any part of it.  
Where there is more than one owner of the Routeburn Station, this Deed binds them both jointly and severally.
  - 1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Deed in circumstances where legislative changes make statutory references in this Deed obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by the Landholder to, or acquiescence by the Landholder in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement referred to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Deed or in that Deed of Settlement.
- 2 FENCING OF ROUTEBURN FIELD**
- 2.1 The Landholder will maintain the fence currently erected on the Routeburn Field in a stock-proof condition.

- 2.2 If the Minister reasonably believes that it has become necessary to erect further fencing on the boundary between the Routeburn Field and the Crown land which borders it in order to prevent stock from entering the Mount Aspiring National Park, the Minister may, by notice to the Landholder, require that the Landholder erect such further fencing on the boundary between the Routeburn Field and the Crown land which borders it as is reasonably required to prevent stock from entering the Mount Aspiring National Park. Subject to *clause 4*, the Landholder will erect such further fencing as soon as reasonably practical after receipt of such notice. Such fencing shall be built to the standard referred to in *Appendix 2*.

### **3 FENCING ALONG AND ACROSS ROUTEBURN RIVER**

- 3.1 Subject to *clause 4*, the Landholder will maintain, and, if necessary, re-erect the fence on the southern side of the Routeburn River, across the Routeburn River to the Routeburn Field, and along the remaining boundary between Routeburn Station and The Mount Aspiring National Park to prevent the entry of stock into the Mount Aspiring National Park.
- 3.2 If the Minister reasonably believes that the fencing referred to in *clause 3.1* is not of sufficient standard to prevent the entry of stock into the Mount Aspiring National Park, the Minister may, by notice to the Landholder, require that such fencing be improved to a higher standard to prevent entry of stock into Mount Aspiring National Park. Subject to *clause 4*, the Landholder will undertake such improvement as soon as reasonably practical after receipt of such notice.

### **4 SHARING OF COSTS**

Unless the Minister and the Landholder agree otherwise, the costs of maintaining, erecting and improving the fences referred to in this Deed and any other fences reasonably required to prevent stock entering the Mount Aspiring National Park will be shared equally. If required by the Minister, the Landholder will provide to the Minister estimates of cost for the Minister's approval before undertaking any work for which the Minister will be liable to pay half of the costs.

### **5 REGISTRATION OF COVENANT**

The Minister will cause a notification of this covenant to be recorded against the title to the Routeburn Station in the manner provided for in section 77 of the Reserves Act 1977, as soon as reasonably practicable after the execution of this Deed. The intention of recording the covenant against the title in this way is to bind future owners and to allow for the application of sections 93-105 of the Reserves Act 1977.

### **6 ACCESS FOR MINISTER**

## DEED OF COVENANT RELATING TO THE FENCING OF THE ROUTEBURN FIELD AREA

The Landholder grants to the Minister a right of access onto and through the Routeburn Station for the purpose of examining and recording the condition of the fences referred to in this Deed. In exercising this right of access, the Minister shall obtain the prior consent of the Landholder and take all reasonable steps to minimise disruption to the Landholder's operations on the Routeburn Station. The Landholder will not unreasonably withhold or delay consent.

**7 NOTICES**

Any notice required to be given to either party under this Deed will be sufficiently given if in writing and served in the manner provided in Section 152 of the Property Law Act 1952. In the case of the Landholder, the notice will be sufficiently given by post or delivered to the residential or business address of the Landholder. In the case of the Minister, the notice will be sufficiently given if sent by post or delivered to the office for the time being of the Regional Conservator, Department of Conservation, Otago. Any consent under *clause 6* may be obtained from the manager of the Landholder's pastoral farming operation on the Routeburn Station.

**8 TERM**

This Deed shall apply in perpetuity.

**9 DISPUTE RESOLUTION**

Any dispute which arises between the Landholder and the Minister in any way relating to this Deed may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1996.

**EXECUTED** as a deed on the date first written above.

*[Execution provisions to follow]*

**APPENDIX 1**

**PLAN OF ROUTEBURN STATION SHOWING ROUTEBURN FIELD**

*(Clause 1.1, Definitions of Routeburn Field and Routeburn Station)*

*[Detail from Allocation Plan HC 515 to be inserted here]*

**APPENDIX 2****STANDARD OF FENCING***(Clause 2.2)*

- (a) Areas of low - moderate flood risk - Fence type - post, standard with 1 barb and 6 plain wires.
- Strainers                      2.1m x 175 - 225mm located at end of each strain.
- Posts                            1.8m x 125 - 150mm at 21m spacing.
- Waratah standards        1.65m at 3m spacing.
- Barb wire 2.5mm high tensile 150mm barb - Top wire.
- Plain wire 2.5mm high tensile steel. 6 wires spaced to suit waratah.
- (b) Area of moderate flood risk (Dart River) - Fence type - waratah standard with 3 electrified wires.
- Strainers                      2.1m x 175 x 225mm located at end of each strain.
- Angle posts                    1.8m x 125 - 150mm.
- Waratah standards        1.65m at 6m spacing.
- Plain wire 2.5mm high tensile steel 3 wires to suit waratah and electrified.
- (c) Area of high flood risk -normal annual flood floodway of Burn Stream. Fence type - waratah standard, 3 electrified wires and tapes.
- Waratah standards        1.65m at 20m spacing.
- Plain wire 2.5mm high tensile steel. 3 wires electrified.
- Electric tape 3 strands fix with plain wire as visual warning barrier for stock.
- (d) River crossing, river banks and unstable flood areas with frequent debris and log movement. Single electrified plain 2.5mm high tensile electrified steel wire with electrified tape as marker tape positioned as necessary according to terrain.

**ATTACHMENT 10.7**  
**EASEMENT FOR PUBLIC ACCESS OVER SCOTT CREEK TRACK**  
*(Clause 10.5.1(f))*

**MEMORANDUM OF TRANSFER**  
**GRANTING EASEMENT**

*Date:*

**BETWEEN**

- (1) **TE RŪNANGA O NGĀI TAHU** at Christchurch (*the Transferor*)
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (*the Transferee*)

**SCHEDULE OF LAND**

*[Details to come]*

**BACKGROUND**

- A. The Transferor and the Transferee are parties to a Deed of Settlement dated [     ] 1997.
- B. Pursuant to that Deed, the Transferee agreed to transfer to the Transferor certain land including the Land, subject to the Transferor agreeing to grant a public foot access easement in gross over the walkway.
- C. Under section [     ] of the Ngāi Tahu Claims Settlement Act 1997 this Instrument is deemed to have been entered into by the Transferee pursuant to Section 12 of the Reserves Act 1977.

**NOW THEREFORE** the Transferor **HEREBY TRANSFERS AND GRANTS TO THE TRANSFEE** and **THE TRANSFEE HEREBY ACCEPTS** an easement in gross for public foot access pursuant to the Reserves Act 1977 over the walkway, such easement to provide a full, free, uninterrupted and unrestricted right, liberty and privilege in perpetuity and at all times by day and night for any member of the public (in common with the Transferor and other authorised persons) at their will and pleasure to go, pass and repass on foot over and along the walkway (except where the walkway is closed under *clause 6.1*) to the end and

intent that the public shall have foot access over and along the walkway into and out of the area known as Scott Basin. The terms and conditions on which such easement is granted are those set out in this Instrument, which includes the Schedule of Land and the Schedule of Terms.

**DATED** 199

*[Execution provisions to come.]*

## SCHEDULE OF TERMS

**THE TRANSFEROR AND THE TRANSFEREE COVENANT AND AGREE** as follows:

### 1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument, unless the context requires otherwise:

*Crown* means Her Majesty the Queen in right of New Zealand;

*Land* means the area described in the Schedule of Land;

*walkway* means the walkway identified as such on [*insert reference to survey plan*].

1.2 In the interpretation of this Instrument, unless the context otherwise requires:

1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Instrument;

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

1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*;

1.2.4 a reference to a party to this Instrument or to any other document or agreement includes the party's successors, heirs, executors and assigns; and

1.2.5 a reference to the Transferor includes any receiver, liquidator, statutory manager or assignee in bankruptcy of the Transferor. Where there is more than one owner of the Land, this Instrument binds them both jointly and severally.

1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Instrument in circumstances where legislative changes make statutory references in this Instrument obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by the Transferor to, or acquiescence by the Transferor in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement referred to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Instrument or in that Deed of Settlement.

## 2 COVENANTS

- 2.1 The powers, rights and duties of the parties set out in this Instrument are in substitution for those implied in the Property Law Act 1952 and the Ninth Schedule of that Act.
- 2.2 The Transferee shall have the right to maintain and improve the walkway at its own cost in any manner that is unlikely to interfere with the farming operations carried out by the Transferor on the Land and otherwise as the Transferee shall deem expedient.
- 2.3 The Transferor shall not have any responsibility to maintain or improve the walkway. However, the Transferor shall be responsible for the repair and maintenance of the walkway where the damage has been caused by any act or default of the Transferor or its authorised persons.
- 2.4 The Transferee will take reasonable steps to keep the walkway clean, tidy and free from rubbish and other unsightly, offensive or inflammable matter.
- 2.5 The Transferee may erect, display and maintain suitable signs, markers, warning notices and stiles, and do such other things as may help protect the safety of the public, but, except as otherwise provided in this *clause 2*, may not erect or bring into the walkway any structure, install any facility or undertake any development of any kind nor alter the walkway in any way.
- 2.6 The Transferee will not grant permission or otherwise sanction the undertaking of any of the following activities by members of the public using the walkway:

## EASEMENT FOR PUBLIC ACCESS OVER SCOTT CREEK TRACK

- 2.6.1 lighting any fire;
- 2.6.2 taking or riding or having in their charge any horse;
- 2.6.3 taking or having charge of any dog (unless authorised by the Transferor and the Transferee);
- 2.6.4 taking, using or having charge of any firearm (unless authorised by the Transferor and the Transferee);
- 2.6.5 taking, driving, or having in their charge or control any motor vehicle; or
- 2.6.6 entering or remaining on any part of the walkway that is for the time being closed.

**3 ACCESS FOR TRANSFEEE**

The Transferee may authorise its servants, agents or employees to proceed along the walkway for the purposes of developing, improving or maintaining the walkway. Such authorised persons will not interfere with or disrupt the activities carried out by the Transferor on the Land.

**4 INDEMNITY**

The Transferee will indemnify the Transferor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Transferor shall become liable arising from loss or damage to the property of, or death or injury to, any member of the public on any part of the walkway in accordance with the right of access given under this Instrument unless such loss, damage, death or injury is caused or contributed to by any act, omission, neglect or breach of this Instrument on the part of the Transferor or any employee, contractor or agent of the Transferor.

**5 COMPLIANCE WITH STATUTES**

The Transferee shall at all times comply with all statutes, ordinances, regulations, bylaws or other enactments affecting or relating to the walkway or the use and enjoyment of it by the public.

**6 POWERS AND AUTHORITIES**

- 6.1 The Transferee may close the walkway or any part of it for reasons of safety or during emergencies, or for the purpose of maintenance or development work.

- 6.2 No power is granted or implied in respect of the walkway easement created by this Instrument for the parties to determine the easement granted under this Instrument for any breach of covenant (express or implied) or for any other cause whatsoever. It is the intention of the parties that the walkway easement created by this Instrument shall subsist forever.
- 6.3 All powers rights and authorities given to the Transferee under this Instrument and any notice required to be given by the Transferee may be exercised and given by the Director-General of Conservation or any officer, servant, employee or agent of the Director-General of Conservation.

## 7 **DEFAULT**

If any party ("the defaulting party") neglects or refuses to perform or join with the other party in performing any obligations under this Instrument, the following provisions shall apply:

- 7.1 the other party may serve on the defaulting party a written default notice requiring the defaulting party to perform or join in performing such obligation;
- 7.2 if, at the expiry of the default notice, the defaulting party still neglects or refuses to perform or join in performing the obligation, the other party may:
- (a) perform such obligation; and
  - (b) for that purpose enter the Land and carry out any work;
- 7.3 the defaulting party shall be liable to pay to the other party the costs of the default notice (including reasonable legal costs incurred on a solicitor and client basis in preparing and serving the default notice), and the proportion of costs specified in the default notice to be incurred by the other party in performing such obligation; and
- 7.4 the other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this clause.

## 8 **ASSIGNMENT**

The Transferee shall not transfer, sublicense, assign, mortgage or otherwise dispose of the Transferee's interest under this Instrument in whole or in part without the prior written consent of the Transferor.

## 9 NOTICES

9.1 All notices under this Instrument shall be in writing. They shall be delivered personally or by pre-paid post or facsimile addressed to the receiving party at the address or facsimile number set out in *clause 9.2*. A notice given in accordance with this clause shall be deemed to have been received:

9.1.1 in the case of personal delivery, on the date of delivery;

9.1.2 in the case of a letter, on the third working day after posting; or

9.1.3 in the case of facsimile, on the date of dispatch.

9.2 The addresses for service of notice are:

9.2.1 **Transferor:** Te Rūnanga o Ngāi Tahu

9.2.2 **Transferee:** The Regional Conservator  
PO Box 5244  
Dunedin  
Facsimile: (03) 477 8626

## 10 COSTS

10.1 The Transferee shall pay the costs of the Transferor in enforcing or attempting to enforce its rights and powers under this Instrument if the Transferee is in default.

10.2 The Transferee shall pay all costs reasonably incurred by the Transferor incidental to any application for consent or approval necessary in terms of this Instrument whether or not such consent is granted.

## 11 NO EXCLUSIVE POSSESSION

Nothing contained or implied in this Instrument confers on the Transferee exclusive possession or exclusive rights to or over any part of the walkway.

## 12 DISPUTE RESOLUTION

12.1 If any dispute arises between the parties in connection with the rights or obligations created by this grant of easement or compliance with such rights or obligations, the parties shall without prejudice to any other rights they may have under this Instrument, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.

## EASEMENT FOR PUBLIC ACCESS OVER SCOTT CREEK TRACK

- 12.2 If the parties are unable to resolve the dispute by negotiation or other informal means within 21 days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996.

**ATTACHMENT 10.8**  
**EASEMENT FOR PUBLIC ACCESS TO LAKE RERE**  
*(Clause 10.5.1(g))*

**MEMORANDUM OF TRANSFER**  
**GRANTING EASEMENT**

*Date:*

**BETWEEN**

- (1) **TE RŪNANGA O NGĀI TAHU** at Christchurch (*the Transferor*)
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (*the Transferee*)

**SCHEDULE OF LAND**

*[Details to come]*

**BACKGROUND**

- A. The Transferor and the Transferee are parties to a Deed of Settlement dated [     ] 1997.
- B. Pursuant to that Deed, the Transferee agreed to transfer to the Transferor certain land including the Land, subject to the Transferor agreeing to grant a public foot access easement in gross over the walkway.
- C. Under section [     ] of the Ngāi Tahu Claims Settlement Act 1997 this Instrument is deemed to have been entered into by the Transferee pursuant to Section 12 of the Reserves Act 1977.

**NOW THEREFORE** the Transferor **HEREBY TRANSFERS AND GRANTS TO THE TRANSFEE** and **THE TRANSFEE HEREBY ACCEPTS** an easement in gross for public foot access pursuant to the Reserves Act 1977 over the walkway such easement to provide a full, free, uninterrupted and unrestricted right, liberty and privilege in perpetuity and at all times by day and night for any member of the public (in common with the Transferor and other authorised persons) at their will and pleasure to go, pass and repass on foot over and along the walkway (except where the walkway is closed under *clause 6.1*) to the end and

intent that the public shall have foot access over and along the walkway to and from Lake Rere. The terms and conditions on which such easement is granted are those set out in this Instrument, which includes the Schedule of Land and the Schedule of Terms.

**DATED** 199

*[Execution provisions to come.]*

## SCHEDULE OF TERMS

**THE TRANSFEROR AND THE TRANSFEREE COVENANT AND AGREE** as follows:

### 1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument, unless the context requires otherwise:

*Crown* means Her Majesty the Queen in right of New Zealand;

*Land* means the area described in the Schedule of Land;

*walkway* means the walkway identified as such on [*insert reference to survey plan*].

1.2 In the interpretation of this Instrument, unless the context otherwise requires:

1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Instrument;

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

1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*;

1.2.4 a reference to a party to this Instrument or to any other document or agreement includes the party's successors, heirs, executors and assigns; and

1.2.5 a reference to the Transferor includes any receiver, liquidator, statutory manager or assignee in bankruptcy of the Transferor. Where there is more than one owner of the Land, this Instrument binds them both jointly and severally.

1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Instrument in circumstances where legislative changes make statutory references in this Instrument obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by the Transferor to, or acquiescence by the Transferor in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement referred to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Instrument or in that Deed of Settlement.

## 2 COVENANTS

- 2.1 The powers, rights and duties of the parties set out in this Instrument are in substitution for those implied in the Property Law Act 1952 and the Ninth Schedule of that Act.
- 2.2 The Transferee shall have the right to maintain and improve the walkway at its own cost in any manner that is unlikely to interfere with the farming operations carried out by the Transferor on the Land and otherwise as the Transferee shall deem expedient.
- 2.3 The Transferor shall not have any responsibility to maintain or improve the walkway. However, the Transferor shall be responsible for the repair and maintenance of the walkway where the damage has been caused by any act or default of the Transferor or its authorised persons.
- 2.4 The Transferee will take reasonable steps to keep the walkway clean, tidy and free from rubbish and other unsightly, offensive or inflammable matter.
- 2.5 The Transferee may erect, display and maintain suitable signs, markers, warning notices and stiles, and do such other things as may help protect the safety of the public, but, except as otherwise provided in this *clause 2*, may not erect or bring into the walkway any structure, install any facility or undertake any development of any kind nor alter the walkway in any way.

## EASEMENT FOR PUBLIC ACCESS TO LAKE RERE

- 2.6 The Transferee shall maintain in good order and, where necessary, replace or re-erect the fence (including gates and stiles) between the walkway and the Land which was erected by the Transferee prior to the date of this Instrument.
- 2.7 The Transferee will not grant permission or otherwise sanction the undertaking of any of the following activities by members of the public using the walkway:
- 2.7.1 lighting any fire;
  - 2.7.2 taking or riding or having in their charge any horse;
  - 2.7.3 taking or having charge of any dog (unless authorised by the Transferor and the Transferee);
  - 2.7.4 taking, using or having charge of any firearm (unless authorised by the Transferor and the Transferee);
  - 2.7.5 taking, driving, or having in their charge or control any motor vehicle; or
  - 2.7.6 entering or remaining on any part of the walkway that is for the time being closed.
- 2.8 The Transferee will notify the Transferor if it becomes aware of any natural events or activities on the walkway or in the surrounding area which the Transferee reasonably believes may endanger the Transferor's operations on the surrounding area.

### 3 ACCESS FOR TRANSFEREE

The Transferee may authorise its servants, agents or employees to proceed along the walkway for the purposes of developing, improving or maintaining the walkway. Such authorised persons will not interfere with or disrupt the activities carried out by the Transferor on the Land.

### 4 INDEMNITY

The Transferee will indemnify the Transferor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Transferor shall become liable arising from loss or damage to the property of, or death or injury to, any member of the public on any part of the walkway in accordance with the right of access given under this Instrument unless such loss, damage, death or injury is caused or contributed to by any act, omission, neglect or breach of this Instrument

on the part of the Transferor or any employee, contractor or agent of the Transferor.

## **5 COMPLIANCE WITH STATUTES**

The Transferee shall at all times comply with all statutes, ordinances, regulations, bylaws or other enactments affecting or relating to the walkway or the use and enjoyment of it by the public.

## **6 POWERS AND AUTHORITIES**

- 6.1 The Transferee may close the walkway or any part of it for reasons of safety or during emergencies, or for the purpose of maintenance or development work.
- 6.2 No power is granted or implied in respect of the walkway easement created by this Instrument for the parties to determine the easement granted under this Instrument for any breach of covenant (express or implied) or for any other cause whatsoever. It is the intention of the parties that the walkway easement created by this Instrument shall subsist forever.
- 6.3 All powers rights and authorities given to the Transferee under this Instrument and any notice required to be given by the Transferee may be exercised and given by the Director-General of Conservation or any officer, servant, employee or agent of the Director-General of Conservation.

## **7 DEFAULT**

If any party ("the defaulting party") neglects or refuses to perform or join with the other party in performing any obligations under this Instrument, the following provisions shall apply:

- 7.1 the other party may serve on the defaulting party a written default notice requiring the defaulting party to perform or join in performing such obligation;
- 7.2 if, at the expiry of the default notice, the defaulting party still neglects or refuses to perform or join in performing the obligation, the other party may:
- (a) perform such obligation; and
  - (b) for that purpose enter the Land and carry out any work;

## EASEMENT FOR PUBLIC ACCESS TO LAKE RERE

- 7.3 the defaulting party shall be liable to pay to the other party the costs of the default notice (including reasonable legal costs incurred on a solicitor and client basis in preparing and serving the default notice), and the proportion of costs specified in the default notice to be incurred by the other party in performing such obligation; and
- 7.4 the other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this clause.

**8 ASSIGNMENT**

The Transferee shall not transfer, sublicense, assign, mortgage or otherwise dispose of the Transferee's interest under this Instrument in whole or in part without the prior written consent of the Transferor.

**9 NOTICES**

- 9.1 All notices under this Instrument shall be in writing. They shall be delivered personally or by pre-paid post or facsimile addressed to the receiving party at the address or facsimile number set out in *clause 9.2*. A notice given in accordance with this clause shall be deemed to have been received:

9.1.1 in the case of personal delivery, on the date of delivery;

9.1.2 in the case of a letter, on the third working day after posting; or

9.1.3 in the case of facsimile, on the date of dispatch.

- 9.2 The addresses for service of notice are:

9.2.1 **Transferor:** Te Rūnanga o Ngāi Tahu

9.2.2 **Transferee:** The Regional Conservator  
PO Box 5244  
Dunedin  
Facsimile: (03) 477 8626

**10 COSTS**

- 10.1 The Transferee shall pay the costs of the Transferor in enforcing or attempting to enforce its rights and powers under this Instrument if the Transferee is in default.

10.2 The Transferee shall pay all costs reasonably incurred by the Transferor incidental to any application for consent or approval necessary in terms of this Instrument whether or not such consent is granted.

**11 NO EXCLUSIVE POSSESSION**

Nothing contained or implied in this Instrument confers on the Transferee exclusive possession or exclusive rights to or over any part of the walkway.

**12 DISPUTE RESOLUTION**

12.1 If any dispute arises between the parties in connection with the rights or obligations created by this grant of easement or compliance with such rights or obligations, the parties shall without prejudice to any other rights they may have under this Instrument, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.

12.2 If the parties are unable to resolve the dispute by negotiation or other informal means within 21 days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996.

## LEASE OF LEASEBACK CONSERVATION AREAS

**ATTACHMENT 10.9**  
**LEASE OF LEASEBACK CONSERVATION AREAS**  
*(Clause 10.7)*

**MEMORANDUM OF LEASE**

*Date:*

**BETWEEN**

- (1) **TE RŪNANGA O NGĀI TAHU** (*the Lessor*), being registered as the proprietor of an estate in fee simple subject to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed on this Lease in all that parcel of land situated in the [        ] more particularly described in the Schedule of Land.
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (*the Lessee*)

**SCHEDULE OF LAND**

Estate		Fee Simple
<b>C.T.</b>	<b>Area</b>	<b>Lot &amp; D.P. No. or other legal description, or Document No.</b>
<b>Encumbrances, Liens &amp; Interests</b>		
<b>Together with</b>		

**BACKGROUND**

- A The Lessee and the Lessor are parties to a Deed of Settlement dated [ ] 1997.
- B Pursuant to that Deed, the Lessee agreed to transfer to the Lessor certain land including the Land, such transfer to be subject to the Lessor granting to the Lessee a lease in perpetuity of the Land at a peppercorn rental and upon the terms and conditions set out in this Lease.
- C Under section 7(2) of the Act, the Minister of Conservation may by agreement acquire any interest in land for conservation purposes and hold it for such purposes.
- D The parties have agreed that the leasehold interest in the Land shall be acquired and administered by the Lessee as a Conservation Area.
- E The Parties have, on the same date as the date of this Lease, entered into a Co-operation Agreement relating to the management of the Land and certain adjacent land.

**NOW THEREFORE THE LESSOR HEREBY LEASES TO THE LESSEE** and **THE LESSEE HEREBY TAKES ON LEASE** the Land described in the Schedule of Land for the term and at the rent set out in this Lease and otherwise subject to the covenants, conditions, agreements and restrictions set out in this Lease which includes the Schedule of Land and the Schedule of Terms.

**DATED** 199

*[Execution provisions to come]*

**SCHEDULE OF TERMS**

**THE LESSOR AND THE LESSEE COVENANT AND AGREE** as follows:

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Lease, unless the context otherwise requires:

*Act* means the Conservation Act 1987;

*Co-operation Agreement* means the agreement referred to in *Recital E*;

*Crown* means Her Majesty the Queen in right of New Zealand;

*Crown Body* means the Crown or a Crown Entity (as defined in the Public Finance Act 1989) or a State Enterprise (as defined in the State-Owned Enterprises Act 1986) or any company which is wholly-owned by a Crown Entity or a State Enterprise;

*Land* means [legal description of relevant part of Leaseback Conservation Areas to be inserted];

*Rent* means an annual rental of \$1.00 per annum including GST.

- 1.2 In the interpretation of this Lease, unless the context otherwise requires:
- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Lease;
  - 1.2.2 the singular includes the plural and vice versa, and words importing one gender include the other genders;
  - 1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*; and
  - 1.2.4 a reference to a party to this Lease or any other document or agreement includes that party's successors, heirs, executors and assigns.
- 1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Lease in circumstances where legislative changes make statutory references in this Lease obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by the Lessor to, or acquiescence by the Lessor in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement referred to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Lease or in that Deed of Settlement.

**2 LEASE IN PERPETUITY**

The Lessor leases the Land to the Lessee in perpetuity and the Lessee takes on lease the Land in perpetuity, subject to the terms and conditions set out in this Lease.

**3 THE RENT**

The Lessee shall pay the Rent to the Lessor if demanded by the Lessor.

**4 PERMITTED USE**

- 4.1 The Lessee shall manage the Land as a Conservation Area subject to the provisions of the Act.
- 4.2 The Lessee may, subject to *clause 4.3* declare the Land, or any part of the Land, a specially protected area status under Part IV of the Act, so long as that status does not override the Lessor's interest under this Lease and may revoke such action so that the Land returns to the status referred to in *clause 4.1*.
- 4.3 The Lessee shall consult with, and have particular regard to the views of, the Lessor before taking either of the steps referred to in *clause 4.2*.

**5 NO ASSIGNMENT**

The Lessee shall not assign, sublet or otherwise part with possession of the Land or its estate or interest in the Land or any part or parts of the Land without the prior written consent of the Lessor. Nothing in this clause prevents the Lessee from granting a Concession in compliance with the Act, the Co-operation Agreement and this Lease or from providing for the management of the Land by any Crown Body.

**6 QUIET ENJOYMENT**

The Lessee, while paying the Rent and performing and observing the terms and conditions of this Lease, shall peaceably hold and enjoy the Land without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the determination of this Lease.

## 7 TERMINATION

- 7.1 The Lessor may terminate this Lease by 90 days notice in writing to the Lessee if:
- 7.1.1 the Rent or any other money payable to the Lessor under this Lease is in arrears and unpaid for 28 days after any of the days appointed for payment (which, in the case of the Rent, is the date of demand); or
  - 7.1.2 the Lessee breaches any terms of this Lease, the Lessor has notified the Lessee in writing of the breach, and the Lessee does not rectify the breach within 90 days of receiving notification.
- 7.2 If the Lessor terminates this Lease under this *clause 7*, all rights of the Lessee shall absolutely cease but the Lessee shall not be released from any liability to pay the Rent or other money payable by the Lessee up to the date of termination or for any breach of any term up to the date of termination.
- 7.3 The Lessor may exercise its right under this clause to terminate this Lease notwithstanding any prior waiver or failure to take action by the Lessor or any indulgence granted by the Lessor for any matter or default.
- 7.4 The Lessee shall pay the costs of the Lessor in enforcing or attempting to enforce its rights and powers under this Lease if the Lessee is in default.

## 8 ACCESS

- 8.1 Members of the public may have foot access to and entry on the Land, subject to any controls on entry imposed by the Lessee pursuant to the Act and subject to the terms of this Lease.
- 8.2 Members of Ngāi Tahu Whānui may have foot access to and entry on the Land at any time.

## 9 TRAMPING HUTS

For so long as the tramping huts which are on the Land at the date of this Lease continue to be on the Land, the Lessee agrees that the Lessor may use those huts for its farming operations in the adjoining land. Such use will be on a non-exclusive basis, neither the Lessor nor the Lessee will be under any obligation to maintain the huts, and the Lessee may remove the huts at any time.

## 10 DISPUTE RESOLUTION AND ARBITRATION

- 10.1 If any dispute arises between the parties in connection with this Lease, the parties shall, without prejudice to any other rights, attempt to resolve the dispute by

negotiation or other informal dispute resolution techniques agreed to by the parties.

- 10.2 If the parties are unable to resolve the dispute by negotiation or other informal means within 21 days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996.

## 11 NOTICES

- 11.1 All notices under this Lease shall be in writing. They shall be delivered personally or by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in *clause 11.2*. A notice given in accordance with this clause shall be deemed to have been received:

11.1.1 in the case of personal delivery, on the date of delivery;

11.1.2 in the case of a letter, on the third working day after posting; or

11.1.3 in the case of facsimile, on the date of dispatch.

- 11.2 The addresses for service of notice are:

11.2.1 **Lessor:**

11.2.2 **Lessee:** Regional Conservator Otago  
PO Box 5244  
DUNEDIN

Facsimile: (03) 477 8626

## 12 REGISTRATION OF THIS LEASE

The Lessor shall, at the cost of the Lessee in all respects, register this Lease under the provisions of the Land Transfer Act 1952.

**EXECUTED** as a deed on the date first written above.

*[Execution provisions to come]*

**ATTACHMENT 10.10**  
**GRAZING LICENCE OVER MARAROA VALLEY AREA**  
**AND HOME HILL AREA**  
*(Clause 10.8)*

*Date:*

**BETWEEN**

- (1) **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (*the Grantor*)
- (2) **TE RŪNANGA O NGĀI TAHU** (*the Licensee*)

**BACKGROUND**

- A The Licensee and the Grantor are parties to a Deed of Settlement dated [       ] 1997.
- B Pursuant to that Deed, the Grantor agreed to transfer to the Licensee certain land, including the Land, and the Licensee agreed to grant a lease of certain land, including the Land, to the Grantor.
- C The Grantor and the Licensee have agreed that the Licensee may use the Land for grazing purposes for a period of 9 years, subject to the terms of this Licence.
- D This Licence is issued pursuant to section [   ] of the Ngāi Tahu Claims Settlement Act 1997 and is a concession for the purposes of the Act.

**NOW THEREFORE** the parties agree:

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Licence, unless the context otherwise requires:

*Act* means the Conservation Act 1987;

*Crown* means Her Majesty the Queen in right of New Zealand;

*Expert* means the party engaged by the Grantor with the approval of the Licensee to undertake the ecological monitoring procedure referred to in *clause 9*, being Lincoln University;

*Land* means [description of Mararoa Valley Area and Home Hill Area to be inserted];

*Licence Fee* means an annual fee of \$1.00 per annum, including GST;

*Minister* means the Minister of Conservation;

*Licensed Activity* means grazing of cattle and sheep in accordance with this Licence, and does not include topdressing, burning, sowing seed, carrying out earthworks or removing gravel or rocks;

*Plan* means Conservation Management Plan (as defined in the Act);

*Station Areas* has the meaning given to it in the Deed of Settlement referred to in *Recital A*;

*Strategy* means Conservation Management Strategy (as defined in the Act).

- 1.2 In the interpretation of this Licence, unless the context otherwise requires:
- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Licence;
  - 1.2.2 the singular includes the plural and vice versa, and words importing one gender include the other genders;
  - 1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*;
  - 1.2.4 a reference to a party to this Licence or any other document or agreement includes that party's successors, heirs, executors and assigns; and
  - 1.2.5 a reference to the Licensee includes any receiver, liquidator, statutory manager or assignee in bankruptcy of the Licensee. Where there is more than one Licensee, this Licence binds them both jointly and severally.
- 1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Licence in circumstances where legislative changes make statutory references in this Licence obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by the Licensee to, or acquiescence by the Licensee in, the introduction to Parliament

by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement referred to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Licence or in that Deed of Settlement.

## 2 GRANT OF LICENCE

The Grantor grants to the Licensee a licence under the Act to graze sheep and cattle on the Land, and the Licensee takes on such licence, for a term of 9 years commencing on the date of this Licence, in consideration for the payment by the Licensee of the Licence Fee and otherwise on the terms and conditions set out in this Licence.

## 3 LICENCE FEE

The Licensee shall pay the Licence Fee to the Grantor on demand by the Grantor.

## 4 OTHER CHARGES

The Licensee shall pay all rates and other local authority charges which may be charged, levied or reasonably assessed, or which become payable in relation to the Land or the Licensee's occupation or activity on the Land.

## 5 LICENSED ACTIVITY

The Licensee shall not use the Land for any purpose other than the Licensed Activity and shall conduct the Licensed Activity in accordance with good farm management practices.

## 6 COMPLIANCE WITH STATUTES

The Licensee shall comply with all statutes, ordinances, regulations, by-laws or other enactments affecting or relating to the Licensed Activity on the Land.

## 7 LAND MANAGEMENT

7.1 The Licensee shall act in accordance with every relevant Strategy and Plan which relates to the Land for the time being in force, including any amendments to the Strategy or Plan, whether the Strategy or Plan or amendment was approved before, on or after the date on which the Licence became effective. Any material breach or contravention by the Licensee of any relevant Strategy or Plan, or both shall be deemed to be a breach of this Licence.

7.2 The Licensee is permitted to graze only the animals of the following type and not exceeding the following number and for the following periods:

7.2.1 *Home Hill*: up to 850 wethers January to April (inclusive);

7.2.2 *Mararoa (valley floor and east side)*: 350 cows plus any calves at foot, year round;

## GRAZING LICENCE OVER MARAROA VALLEY AREA AND HOME HILL AREA

- 7.2.3 *Mararoa (Trench Burn Sugarloaf and Pond Burn)*: 2,000 wethers January to April (inclusive); and
- 7.2.4 *Slyburn Face*: 1,000 wethers August to October and 500 ewes February to April (inclusive).
- 7.3 The Licensee shall not break up or crop any part of the Land.
- 7.4 The Licensee shall comply with any applicable laws relating to the control of pests and weeds on the Land to which the Licensee is subject, but shall not be obliged to undertake any pest control or weed control activities which are obligations of the Grantor under the relevant law.
- 7.5 The Licensee shall undertake farm management practices which involve the taking of full and proper precautions to safeguard the Land against fire caused by the Licensee or its employees or agents or arising from the carrying on of the Licensed Activity on the Land. If the Licensee becomes aware of a fire burning on the Land, it will notify the Grantor as soon as it is practical to do so. The Licensee will provide all reasonable assistance to the Grantor to control any fires that may be burning on the Land.
- 7.6 The Licensee shall avoid stock management practices that are likely to result in stock straying outside the Land.
- 8 STRUCTURES AND CONSERVATION AREA ALTERATIONS**
- 8.1 The Licensee shall not erect or bring onto the Land any structure or fence, install any facility, nor alter the Land in any way without the prior written consent of the Grantor.
- 8.2 The Grantor shall not be called upon at any time to contribute to the costs of any boundary fencing between the Land and any adjoining land of the Licensee during the term of this Licence.
- 8.3 The Licensee shall have the right to exclusive use of any musterers' huts on the Land during the term of this Licence but neither the Grantor nor the Licensee shall have any obligation to maintain such musterers' huts.
- 8.4 Nothing in this Licence affects the rights of the public to use any tramping huts on the Land or the rights of the Grantor to maintain, repair, extend or replace such huts.
- 8.5 On expiry or earlier termination of this Licence either as to the whole or any part of the Land, the Licensee shall not be entitled to compensation for any improvements (including pasture) and any structures remaining on the Land shall

become the property of the Grantor and be at the risk of the Grantor in all respects. The Licensee may remove any musterers' huts on the Land at the expiry or early termination of this Licence.

## 9 ECOLOGICAL MONITORING AND EVALUATION

- 9.1 For the purposes of this clause *ecological monitoring procedure* means the ecological monitoring procedure specified in the *Schedule*.
- 9.2 The Grantor shall prior to the first anniversary of the commencement of the Licence cause the ecological monitoring procedure to be undertaken on the Land by the Expert so that the Expert can make a baseline measurement of the ecological features referred to in the *Schedule*.
- 9.3 The Grantor shall on the third and sixth anniversary after the commencement of this Licence and on its termination or sooner determination cause the ecological monitoring procedure to be undertaken again on the Land by the Expert so that the Expert can re-measure the ecological features referred to in the *Schedule* and make an assessment of the causes of any changes to those ecological features.
- 9.4 The parties agree that if these measurements reveal a material deterioration in any of the ecological features referred to in the *Schedule* and that the Licensed Activity is a material cause of that deterioration then they shall:
- 9.4.1 review the type and number of animals specified in *clause 7.2*;
  - 9.4.2 reduce the area of land to which this Licence applies;
  - 9.4.3 take both of the steps referred to in *clause 9.4.1* and *clause 9.4.2*;
  - 9.4.4 review the ecological monitoring procedure for the remaining period of this Licence; or
  - 9.4.5 terminate this Licence.
- 9.5 In the event that the parties fail to agree whether or not a material deterioration of any of the ecological features referred to in the *Schedule* has occurred or whether the Licensed Activity was a material cause of that deterioration or fail to agree on the steps to be taken under *clause 9.4* the Minister shall make the decision. The Minister shall before making a decision give the Licensee a reasonable opportunity to make a submission to the Minister and if the Licensee makes such a submission the Minister shall consider it and take it into account in making his or her decision and shall also take into account the other causes of the deterioration. The Minister's decision shall be final and not subject to *clause 17*.

**10 SAFETY**

- 10.1 The Licensee shall undertake the Licensed Activity in a safe and reliable manner.
- 10.2 The Licensee shall notify the Grantor if it becomes aware of any natural events or activities on the Land or in the surrounding area which the Licensee reasonably believes may endanger the public or the environment as soon as it is reasonably practical to do so.

**11 ASSIGNMENT**

- 11.1 The Licensee shall not transfer, sublicense, assign, mortgage, or otherwise dispose of the Licensee's interest under this Licence or any part thereof without the prior written consent of the Grantor. However, such consent shall not be withheld if the Licensee proposes to transfer this Licence to any person to whom it is to transfer its interest in the Station Areas and such person is solvent and reasonably capable of performing its obligations under this Licence.
- 11.2 If the Grantor gives consent under this clause, the Licensee shall procure from the transferee, sublicensee or assignee a covenant to be bound by the conditions of this Licence (including this *clause 11*). Upon any assignment or transfer taking effect, the Licensee shall be released from its obligations under this Licence, except any liability for a breach which occurred prior to the date of the assignment.
- 11.3 The Grantor may, as a condition of giving its consent under *clause 11.1*, require that the assignee covenant to take out and keep current a policy of public risk insurance applicable to the Land and the Licensed Activity for such amount as the Grantor may from time to time reasonably require.

**12 TERMINATION**

- 12.1 The Grantor may terminate this Licence:
- 12.1.1 by notice in writing to the Licensee in accordance with *clause 9*;
- 12.1.2 by 90 days notice in writing to the Licensee if:
- (a) the Licence Fee or any other money payable to the Grantor under this Licence is in arrears and unpaid for 28 days after any of the days appointed for payment; or
  - (b) the Licensee breaches any terms of this Licence, the Grantor has notified the Licensee in writing of the breach and the Licensee does not rectify the breach within 90 days of receiving notification; or

12.1.3 by 14 days notice in writing to the Licensee if:

- (a) the Licensee fully ceases to conduct the Licensed Activity; or
- (b) the Licensee is convicted of an offence under the Act, or any of the statutes listed in the First Schedule to the Act, in relation to its activities on the Land and the Station Areas.

12.2 If the Grantor terminates this Licence under this *clause 12*, all rights of the Licensee shall absolutely cease but the Licensee shall not be released from any liability to pay the Licence Fee or other money payable by the Licensee up to the date of termination or for any breach of any term up to the date of termination.

12.3 The Grantor may exercise its right under this clause to terminate this Licence notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

12.4 If the Licensee wishes to surrender this Licence during the currency of the term, such surrender may be accepted by the Grantor on such conditions as the Grantor may deem appropriate.

12.5 Nothing in *clause 12.4* applies to any termination of this Licence in accordance with *clause 9*.

### **13 POWERS, RIGHTS AND AUTHORITIES**

All powers, rights and authorities of the Grantor under this Licence and any notice required to be given by the Grantor may be exercised and given by the Director-General of Conservation or any officer, servant, employee or agent of the Director-General of Conservation.

### **14 NOTICES**

14.1 All notices under this Licence shall be in writing. They shall be delivered personally or, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in *clause 14.2*. A notice given in accordance with this clause shall be deemed to have been received:

14.1.1 in the case of personal delivery, on the date of delivery;

14.1.2 in the case of a letter, on the third working day after posting; or

14.1.3 in the case of facsimile, on the date of dispatch.

14.2 The addresses for service of notice are:

14.2.1 **Grantor:** Regional Conservator Otago  
PO Box 5244  
DUNEDIN

Facsimile: (03) 477 8626

14.2.2 **Licensee:** Te Rūnanga o Ngāi Tahu

## 15 COSTS

15.1 The Licensee shall pay the costs of the Grantor in enforcing or attempting to enforce its rights and powers under this Licence if the Licensee is in default.

15.2 The Licensee shall pay all costs reasonably incurred by the Grantor incidental to any application for consent or approval necessary in terms of this Licence whether or not such consent is granted.

## 16 PUBLIC ACCESS

16.1 The public shall at all times have free access on foot across, onto and through all parts of the Land.

16.2 Nothing contained or implied in this Licence confers on the Licensee exclusive possession or exclusive rights to or over any part of the Land, but nothing in this clause derogates from any rights that Te Rūnanga o Ngāi Tahu may have as holder of freehold title to the Land or under the Deed of Settlement referred to in *Recital A*.

16.3 The right is reserved for agents or servants of the Grantor to enter upon the Land at any time for the purpose of inspecting the Land.

## 17 DISPUTE RESOLUTION AND ARBITRATION

17.1 If any dispute arises between the parties in connection with this Licence, the parties shall without prejudice to any other rights they may have under this Licence, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.

17.2 If the parties are unable to resolve the dispute by negotiation or other informal means within 21 days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996.

17.3 This clause does not apply to *clause 9*.

**EXECUTED** on the date first written above.

*[Execution provisions to come]*

## SCHEDULE

### ECOLOGICAL MONITORING PROCEDURE

#### 1 Two level monitoring

Monitoring will be carried out at two levels:

- Broad scale monitoring of the three main dominant tussock grassland communities
- Site specific monitoring of vulnerable ecosystems with high conservation value.

#### 2 Home Hill

This will be monitored by way of aerial photography of the upper north-eastern faces, to show changes in shrub regeneration.

#### 3 Mararoa Valley

##### 3.1 Tussock grassland communities

###### (a) *Red tussock grasslands*

Two sites are to be monitored; one in the valley bottom near the southern boundary and one on the triangular terrace north of the Mararoa and Pond Burn confluence.

Sites will be stratified to reflect significant environmental gradients (e.g. fertility status, elevation).

Transects at each site will measure density and size of tussocks (numbers, basal diameter and stature) and cover classes. If possible, transects will encompass threatened species (e.g. *Deschampsia caespitosa* and *Ranunculus ternatifolius*) and include population counts of those species.

###### (b) *Narrow-leaved tussock grasslands*

Two sites are to be monitored; one on the lower slopes of the main Mararoa Valley and one in the mid to lower reaches of the Trench Burn. The Trench Burn site will sample the sunny and shady aspects of the valley.

Transects at each site will measure density and size of tussocks (numbers, basal diameter and stature) and cover classes.

(c) *Hard tussock grasslands*

Two sites are to be monitored, one typical valley-bottom alluvial site and one site on the triangular terrace north of the Mararoa and Pond Burn confluence (same site as for red tussock monitoring).

Transects at each site will measure density and size (stature only) and cover classes.

### 3.2 **Vulnerable ecosystems**

(a) *Turfs of flood channels, lake edges, ox-bows, and cutoff meanders*

Two sites are to be monitored; turfs adjoining stable stream channels on valley bottom above gorge and lake edge turfs adjoining the lower lake in the Pond Burn.

Photographic points along transects located parallel to stream lake edges will be used to record physical impacts of cattle.

(b) *Kettleholes*

One site will be monitored on a moraine terrace on the true right of the valley.

Monitoring will use photographic points along transects located parallel to kettlehole margins to record physical impacts of cattle (as for turfs above).

(c) *Flushes/seeps*

Two sites will be monitored; one large high fertility flush along lower valley side (true right) and one moderate-low fertility seep on north side of large moraine terrace (true right).

Monitoring of flush will involve photo points along 2-3 transects to record physical impacts of cattle. Monitoring of seep will use a photographic transect spanning the continuum down the hillslope.

(d) *Cushion/string bogs*

At least one site will be monitored; this is located on a bench above the true left of the Pond Burn. A second site could be considered on the true left of the Mararoa, south of the Trench Burn.

Monitoring by photo points along transects will be used to record physical impacts of cattle.

(e) *Aquatic vegetation*

This vegetation type will not be monitored except as an incidental part of monitoring associated with other wetland vegetation.

(f) *Beech forest margins*

Two closely related sites will be monitored; both are located on the true left of the upper Mararoa Valley within 50 metres of each other. One site is an obvious stock camp, the other has evidence of good beech regeneration.

Monitoring will measure beech regeneration on a continuum from the forest margin to some distance up slope.

(g) *Shrublands*

This vegetation type will not be monitored.

### 3.3 **Vehicle impacts**

Two sites will be monitored; one site is on the crest of the moraine terrace on the true right of the Mararoa Valley and a second site is on the north end of the same terrace where vehicle tracks traverse slopes near the seep monitoring site.

Monitoring will be by oblique photography to record physical impacts of vehicles.

**ATTACHMENT 10.11**  
**STOCK ACCESS EASEMENT - GREENSTONE TRACK**  
*(Clause 10.9.1)*

*Date:*

**BETWEEN**

- (1) **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (*the Grantor*)
- (2) **TE RŪNANGA O NGĀI TAHU** at Christchurch (*the Grantee*)

**BACKGROUND**

- A The Grantor and the Grantee are parties to a Deed of Settlement dated [            ] 1997.
- B Pursuant to that Deed, the Grantor agreed to transfer to the Grantee certain land including the Third Land.
- C The First Land is a conservation area as defined in section 2(1) of the Conservation Act.
- D The Second Land is a reserve vested in the Crown.
- E The Grantor has agreed to grant to the Grantee an easement appurtenant to the Third Land under the Conservation Act over that part of the First Land which comprises the Easement Area.
- F The Grantor has also agreed to grant to the Grantee an easement appurtenant to the Third Land under the Reserves Act over that part of the Second Land comprising the Easement Area.
- G This Easement is issued pursuant to section [    ] of the Ngāi Tahu Claims Settlement Act 1997 and is a concession for the purposes of the Conservation Act and the Reserves Act.

**NOW THEREFORE** the parties agree as follows:

## **1 DEFINITIONS AND CONSTRUCTION**

1.1 In this Easement, unless the context otherwise requires:

*Area Plan* means the plan attached to this Deed as *Appendix 1*;

*Conservation Act* means the Conservation Act 1987;

*Crown* means Her Majesty the Queen in right of New Zealand;

*Easement Activity* means:

- (i) passing and repassing on foot or on horseback or on a two-wheeled motorbike by the Grantee or its employees, contractors or agents over the Easement Area for any purpose connected with the Grantee's farming operations on the Third Land, but not for any other purpose;
- (ii) the movement of cattle, sheep and other farm animals which the Grantee is permitted to graze in the Greenstone Valley under the Greenstone Covenant with or without working dogs, horses and/or two-wheeled motorbikes over the Easement Area for any purpose connected with the Grantee's farming operations on the Third Land, but not for any other purpose;

*Easement Area* means that part of the First Land as is marked in bold black lines on the Area Plan and that part of the Second Land as is marked in bold black lines on the Area Plan;

*Easement Fee* means an annual fee of \$1.00 per annum including GST;

*First Land* means *[details to be inserted - this is the conservation land]*;

*Greenstone Covenant* means the Deed of Covenant between the Grantor and the Grantee dated [            ], which is registered against the title for the Greenstone Valley;

*Greenstone Valley* means *[details to be inserted]*;

*Reserves Act* means the Reserves Act 1977;

*Second Land* means *[details to be inserted - this is the Lake Rere reserve area]*

*Third Land* means *[details to be inserted - this is Ngāi Tahu's freehold land]*

- 1.2 In the interpretation of this Easement, unless the context otherwise requires:
- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Easement;
  - 1.2.2 the singular includes the plural and vice versa, and words importing one gender include the other genders;
  - 1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*;
  - 1.2.4 a reference to a party to this Easement or to any other document or agreement includes that party's successors, heirs, executors and assigns;
  - 1.2.5 a reference to the Grantee includes any receiver, liquidator, statutory manager or assignee in bankruptcy of the Grantee. Where there is more than one grantee, this Easement binds them both jointly and severally; and
  - 1.2.6 where the consent or approval of the Grantor is required under any provision of this Easement, such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval obtained for like purpose on a prior occasion.
- 1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Easement in circumstances where legislative changes make statutory references in this Easement obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by the Grantee to, or acquiescence by the Grantee in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement referred to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Easement or in that Deed of Settlement.

## 2 GRANT OF EASEMENT

The Grantor grants to the Grantee, as an easement appurtenant to the Third Land under section 17Q of the Conservation Act and section 59A of the Reserves Act, the right to undertake the Easement Activity in perpetuity and in consideration for the payment by the Grantee of the Easement Fee and otherwise on the terms and conditions set out in this Easement and the Grantee accepts such easement on such terms.

**3 EASEMENT FEE**

The Grantee shall pay the Easement Fee to the Grantor if demanded by the Grantor.

**4 EASEMENT ACTIVITY**

The Grantee shall not enter on or use the Easement Area for any purpose other than the Easement Activity.

**5 COMPLIANCE WITH STATUTES**

The Grantee shall at all times comply with all statutes, ordinances, regulations, bylaws or other enactments affecting or relating to the Easement Area or affecting or relating to the Easement Activity.

**6 INDEMNITY**

The Grantee will indemnify the Grantor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Grantor shall become liable arising from loss or damage to the property of, or death or injury to, any member of the public arising from the Grantee's conduct of the Easement Activity unless such loss, damage, death or injury is caused or contributed to by any act, omission, neglect or breach of this Easement on the part of the Grantor or any employee, contractor or agent of the Grantor.

**7 LAND MANAGEMENT**

- 7.1 The Grantee shall act in accordance with every relevant Strategy and Plan which relates to the Easement Area for the time being in force, including any amendments to the Strategy or Plan, whether the Strategy or Plan or amendment was approved, before, on or after the date on which the Easement became effective. Any material breach or contravention by the Grantee of any relevant Strategy or Plan, or both shall be deemed to be a breach of this Easement.
- 7.2 The Grantor will, from time to time, provide such details of any Strategy or Plan which relates to the Easement Area as may be reasonably necessary to ensure the Grantee is able to comply with *clause 7.1*, whether or not such details are in the public domain.
- 7.3 The Grantee shall avoid stock movement practices that are likely to result in the stock which are being moved along the Easement Area straying outside the Easement Area (other than into the Third Land).
- 7.4 Neither the Grantor nor the Grantee shall have any obligation to the other to maintain or improve the Easement Area, and the Grantor shall have no obligation to make any part of the Easement Area suitable for motorbike access.

**8 STRUCTURES AND EASEMENT AREA ALTERATIONS**

The Grantee shall not erect or bring into the Easement Area any structure, install any facility, undertake any development of any kind nor alter the Easement Area in any way.

**9 PROTECTION OF THE ENVIRONMENT**

The Grantee shall not, whether by act or omission bring or deposit debris, rubbish or other dangerous or unsightly matter in the Easement Area or damage the natural features of the Easement Area and shall ensure that its invitees do not carry out any acts prohibited under this clause.

**10 SAFETY**

- 10.1 The Grantee shall undertake the Easement Activity in a safe and reliable manner, with due regard for the safety of members of the public using the Easement Area.
- 10.2 The Grantee shall ensure that any employee, contractor or agent of the Grantee using the Easement Area on horseback or on a motorbike gives right of way to members of the public in the Easement Area on foot.
- 10.3 The Grantee shall notify the Grantor if it becomes aware of any natural events or activities on the Easement Area or in the surrounding area which the Grantee reasonably believes may endanger the public or the environment as soon as it is reasonably practicable to do so.

**11 ASSIGNMENT**

- 11.1 The Grantee shall not transfer, sublicence, assign, mortgage or otherwise dispose of the Grantee's interest under this Easement or any part thereof without the prior written consent of the Grantor. The Grantor will not withhold its consent to the transfer of the Grantee's interest under this Easement if the proposed transfer is to the successor in title of the Grantee to the Third Land and the proposed transferee is solvent and reasonably capable of performing its obligations under this Easement, but no transfer of the Grantee's interest under this Easement to any other person will be permitted.
- 11.2 The Grantor may, as a condition of giving its consent under *clause 11.1*, require that the assignee covenant to take out and keep current a policy of public risk insurance applicable to the Easement Area and the Easement Activity for such amount as the Grantor may from time to time reasonably require.
- 11.3 Upon any transfer of the Grantee's interest under this Easement becoming effective then, subject to compliance with *clause 11.2*, the Grantee shall be released from its obligations under this Easement, except any liability for any breach which occurred prior to the date of the transfer.

**12 THIRD PARTIES**

The Grantee shall not allow any third party to use the Easement Area for any purpose, and acknowledges that any third party activities will be subject to the Grantor's sole discretion.

**13 DEFAULT**

If any party ("the defaulting party") neglects or refuses to perform or join with the other party in performing any obligations under this Easement, the following provisions shall apply:

- 13.1 the other party may serve on the defaulting party a written default notice requiring the defaulting party to perform or join in performing such obligation;
- 13.2 if at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
  - (a) perform such obligation; and
  - (b) for that purpose enter the Land and carry out any work;
- 13.3 the defaulting party shall be liable to pay to the other party the costs of the default notice (including reasonable legal costs incurred on a solicitor and client basis in preparing and serving the default notice), and the proportion of costs specified in the default notice to be incurred by the other party in performing such obligation; and
- 13.4 the other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this clause.

**14 POWERS, RIGHTS AND AUTHORITIES**

- 14.1 No power is granted or implied in respect of this Easement for the parties to determine this Easement for any breach of covenant (express or implied) or for any other cause whatsoever. It is the intention of the parties that this Easement shall subsist forever.
- 14.2 All powers, rights and authorities of the Grantor under this Easement and any notice required to be given by the Grantor may be exercised and given by the Director-General of Conservation or any officer, servant, employee or agent of the Director-General of Conservation.

**15 NOTICES**

15.1 All notices under this Licence shall be in writing. They shall be delivered personally or by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in *clause 15.2*. A notice given in accordance with this clause shall be deemed to have been received:

15.1.1 in the case of personal delivery, on the date of delivery;

15.1.2 in the case of a letter, on the third working day after posting; or

15.1.3 in the case of facsimile, on the date of dispatch.

15.2 The addresses for service of notice are:

15.2.1 **Grantor:** Regional Conservator Otago  
PO Box 5244  
DUNEDIN

Facsimile: (03) 477 8626

15.2.2 **Grantee:** Te Rūnanga o Ngāi Tahu

## 16 COSTS

16.1 The Grantee shall pay the costs of the Grantor in enforcing or attempting to enforce its rights and powers under this Easement if the Grantee is in default.

16.2 The Grantee shall pay all costs reasonably incurred by the Grantor incidental to any application for consent or approval necessary in terms of this Easement whether or not such consent is granted.

## 17 PUBLIC ACCESS

17.1 Nothing in this Easement restricts the rights of the public to have at all times access on foot to, over and across all parts of the First Land and the Second Land (including the Easement Area).

17.2 Nothing contained or implied in this Easement confers on the Grantee exclusive possession or exclusive rights to or over any part of the First Land or the Second Land.

## 18 DISPUTE RESOLUTION AND ARBITRATION

18.1 If any dispute arises between the parties in connection with the rights or obligations created by this Easement or compliance with such rights or obligations, the parties shall without prejudice to any other rights they may have

under this Easement, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.

- 18.2 If the parties are unable to resolve the dispute by negotiation or other informal means within 21 days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996.

**EXECUTED** as a deed on the date first written above.

*[Execution provisions to come]*

**APPENDIX 1**

**AREA PLAN**

*[A detail from the Area Plan to be inserted]*

**ATTACHMENT 10.12**  
**STOCK ACCESS EASEMENT - CAPLES SHEEP TRACK**  
*(Clause 10.9.1)*

*Date:*

**BETWEEN**

- (1) **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (*the Grantor*)
- (2) **TE RŪNANGA O NGĀI TAHU** at Christchurch (*the Grantee*)

**BACKGROUND**

- A The Grantor and the Grantee are parties to a Deed of Settlement dated [            ] 1997.
- B Pursuant to that Deed, the Grantor agreed to transfer to the Grantee certain land including the Grantee's Land.
- C The Grantor's Land is a conservation area as defined in section 2(1) of the Conservation Act.
- D The Grantor has agreed to grant to the Grantee an easement appurtenant to the Grantee's Land under the Conservation Act over that part of the Grantor's Land which comprises the Easement Area.
- E This Easement is issued pursuant to section [    ] of the Ngāi Tahu Claims Settlement Act 1997 and is a concession for the purposes of the Conservation Act.

**NOW THEREFORE** the parties agree as follows:

**1 DEFINITIONS AND CONSTRUCTION**

- 1.1 In this Easement, unless the context otherwise requires:

*Area Plan* means the plan attached to this Deed as *Appendix 1*;

*Conservation Act* means the Conservation Act 1987;

*Crown* means Her Majesty the Queen in right of New Zealand;

*Easement Activity* means:

- (i) passing and repassing on foot or on horseback or on a two-wheeled motorbike by the Grantee or its employees, contractors or agents over the Easement Area for any purpose connected with the Grantee's farming operations on the Grantee's Land, but not for any other purpose;
- (ii) the movement of sheep with or without working dogs, horses and/or two-wheeled motorbikes over the Easement Area for any purpose connected with the Grantee's farming operations on the Grantee's Land, but not for any other purpose;

*Easement Area* means that part of the Grantor's Land as is marked in bold lines on the Area Plan;

*Easement Fee* means an annual fee of \$1.00 per annum including GST;

*Grantee's Land* means [details to be inserted - this is Ngāi Tahu's freehold land]

*Grantor's Land* means [details to be inserted - this is the conservation land].

1.2 In the interpretation of this Easement, unless the context otherwise requires:

- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Easement;
- 1.2.2 the singular includes the plural and vice versa, and words importing one gender include the other genders;
- 1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*;
- 1.2.4 a reference to a party to this Easement or to any other document or agreement includes that party's successors, heirs, executors and assigns;
- 1.2.5 a reference to the Grantee includes any receiver, liquidator, statutory manager or assignee in bankruptcy of the Grantee. Where there is more than one grantee, this Easement binds them both jointly and severally;  
and

1.2.6 where the consent or approval of the Grantor is required under any provision of this Easement, such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval obtained for like purpose on a prior occasion.

1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Easement in circumstances where legislative changes make statutory references in this Easement obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by the Grantee to, or acquiescence by the Grantee in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement referred to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Easement or in that Deed of Settlement.

## **2 GRANT OF EASEMENT**

The Grantor grants to the Grantee, as an easement appurtenant to the Grantee's Land under section 17Q of the Conservation Act, the right to undertake the Easement Activity in perpetuity and in consideration for the payment by the Grantee of the Easement Fee and otherwise on the terms and conditions set out in this Easement and the Grantee accepts such easement on such terms.

## **3 EASEMENT FEE**

The Grantee shall pay the Easement Fee to the Grantor if demanded by the Grantor.

## **4 EASEMENT ACTIVITY**

The Grantee shall not enter on or use the Easement Area for any purpose other than the Easement Activity.

## **5 COMPLIANCE WITH STATUTES**

The Grantee shall at all times comply with all statutes, ordinances, regulations, bylaws or other enactments affecting or relating to the Easement Area or affecting or relating to the Easement Activity.

## **6 INDEMNITY**

The Grantee will indemnify the Grantor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Grantor shall become liable arising from loss or damage to the property of, or death or injury to, any member of the public arising from the Grantee's conduct of the Easement Activity unless such loss, damage, death or injury is caused or contributed to by any act, omission, neglect or breach of this Easement on the part of the Grantor or any employee, contractor or agent of the Grantor.

## **7 LAND MANAGEMENT**

- 7.1 The Grantee shall act in accordance with every relevant Strategy and Plan which relates to the Easement Area for the time being in force, including any amendments to the Strategy or Plan, whether the Strategy or Plan or amendment was approved, before, on or after the date on which the Easement became effective. Any material breach or contravention by the Grantee of any relevant Strategy or Plan, or both shall be deemed to be a breach of this Easement.
- 7.2 The Grantor will, from time to time, provide such details of any Strategy or Plan which relates to the Easement Area as may be reasonably necessary to ensure the Grantee is able to comply with *clause 7.1*, whether or not such details are in the public domain.
- 7.3 The Grantee shall avoid stock movement practices that are likely to result in the stock which are being moved along the Easement Area straying outside the Easement Area (other than in the Grantee's Land).
- 7.4 Neither the Grantor nor the Grantee shall have any obligation to the other to maintain or improve the Easement Area and the Grantor shall have no obligation to make any part of the Easement Area suitable for motorbike access.

## **8 STRUCTURES AND EASEMENT AREA ALTERATIONS**

The Grantee shall not erect or bring into the Easement Area any structure, install any facility, undertake any development of any kind nor alter the Easement Area in any way.

## **9 PROTECTION OF THE ENVIRONMENT**

The Grantee shall not, whether by act or omission bring or deposit debris, rubbish or other dangerous or unsightly matter in the Easement Area or damage the natural features of the Easement Area and shall ensure that its invitees do not carry out any acts prohibited under this clause.

## **10 SAFETY**

- 10.1 The Grantee shall undertake the Easement Activity in a safe and reliable manner, with due regard for the safety of members of the public using the Easement Area.
- 10.2 The Grantee shall ensure that any employee, contractor or agent of the Grantee using the Easement Area on horseback or on a motorbike gives right of way to members of the public in the Easement Area on foot.
- 10.3 The Grantee shall notify the Grantor if it becomes aware of any natural events or activities on the Easement Area or in the surrounding area which the Grantee

reasonably believes may endanger the public or the environment as soon as it is reasonably practicable to do so.

## 11 ASSIGNMENT

- 11.1 The Grantee shall not transfer, sublicense, assign, mortgage or otherwise dispose of the Grantee's interest under this Easement or any part thereof without the prior written consent of the Grantor. The Grantor will not withhold its consent to the transfer of the Grantee's interest under this Easement if the proposed transfer is to the successor in title of the Grantee to the Grantee's Land and the proposed transferee is solvent and reasonably capable of performing its obligations under this Easement, but no transfer of the Grantee's interest under this Easement to any other person will be permitted.
- 11.2 The Grantor may, as a condition of giving its consent under *clause 11.1*, require that the assignee covenant to take out and keep current a policy of public risk insurance applicable to the Easement Area and the Easement Activity for such amount as the Grantor may from time to time reasonably require.
- 11.3 Upon any transfer of the Grantee's interest under this Easement becoming effective then, subject to compliance with *clause 11.2*, the Grantee shall be released from its obligations under this Easement, except any liability for any breach which occurred prior to the date of the transfer.

## 12 THIRD PARTIES

The Grantee shall not allow any third party to use the Easement Area for any purpose, and acknowledges that any third party activities will be subject to the Grantor's sole discretion.

## 13 DEFAULT

If any party ("the defaulting party") neglects or refuses to perform or join with the other party in performing any obligations under this Easement, the following provisions shall apply:

- 13.1 the other party may serve on the defaulting party a written default notice requiring the defaulting party to perform or join in performing such obligation;
- 13.2 if at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
- (a) perform such obligation; and

(b) for that purpose enter the Land and carry out any work;

13.3 the defaulting party shall be liable to pay to the other party the costs of the default notice (including reasonable legal costs incurred on a solicitor and client basis in preparing and serving the default notice), and the proportion of costs specified in the default notice to be incurred by the other party in performing such obligation; and

13.4 the other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this clause.

#### 14 POWERS, RIGHTS AND AUTHORITIES

14.1 No power is granted or implied in respect of this Easement for the parties to determine this Easement for any breach of covenant (express or implied) or for any other cause whatsoever. It is the intention of the parties that this Easement shall subsist forever.

14.2 All powers, rights and authorities of the Grantor under this Easement and any notice required to be given by the Grantor may be exercised and given by the Director-General of Conservation or any officer, servant, employee or agent of the Director-General of Conservation.

#### 15 NOTICES

15.1 All notices under this Licence shall be in writing. They shall be delivered personally or by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in *clause 15.2*. A notice given in accordance with this clause shall be deemed to have been received:

15.1.1 in the case of personal delivery, on the date of delivery;

15.1.2 in the case of a letter, on the third working day after posting; or

15.1.3 in the case of facsimile, on the date of dispatch.

15.2 The addresses for service of notice are:

15.2.1 **Grantor:** Regional Conservator Otago  
PO Box 5244  
DUNEDIN

Facsimile: (03) 477 8626

15.2.2 **Grantee:** Te Rūnanga o Ngāi Tahu

**16 COSTS**

- 16.1 The Grantee shall pay the costs of the Grantor in enforcing or attempting to enforce its rights and powers under this Easement if the Grantee is in default.
- 16.2 The Grantee shall pay all costs reasonably incurred by the Grantor incidental to any application for consent or approval necessary in terms of this Easement whether or not such consent is granted.

**17 PUBLIC ACCESS**

- 17.1 Nothing in this Easement restricts the rights of the public to have at all times access on foot to, over and across all parts of the Grantor's Land (including the Easement Area).
- 17.2 Nothing contained or implied in this Easement confers on the Grantee exclusive possession or exclusive rights to or over any part of the Grantor's Land.

**18 DISPUTE RESOLUTION AND ARBITRATION**

- 18.1 If any dispute arises between the parties in connection with the rights or obligations created by this Easement or compliance with such rights or obligations, the parties shall without prejudice to any other rights they may have under this Easement, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 18.2 If the parties are unable to resolve the dispute by negotiation or other informal means within 21 days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996.

**EXECUTED** as a deed on the date first written above.

*[Execution provisions to come]*

**APPENDIX 1**

**AREA PLAN**

*[A detail from the Area Plan to be inserted]*

**ATTACHMENT 10.13**  
**STOCK ACCESS EASEMENT - CARPARK/BRIDGE AREA**  
*(Clause 10.9.1)*

*Date:*

**BETWEEN**

- (1) **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (*the Grantor*)
- (2) **TE RŪNANGA O NGĀI TAHU** at Christchurch (*the Grantee*)

**BACKGROUND**

- A The Grantor and the Grantee are parties to a Deed of Settlement dated [            ] 1997.
- B Pursuant to that Deed, the Grantor agreed to transfer to the Grantee certain land including the Grantee's Land.
- C The Grantor's Land is a conservation area as defined in section 2(1) of the Conservation Act.
- D The Grantor has agreed to grant to the Grantee an easement appurtenant to the Grantee's Land under the Conservation Act over that part of the Grantor's Land which comprises the Easement Area.
- E This Easement is issued pursuant to section [    ] of the Ngāi Tahu Claims Settlement Act 1997 and is a concession for the purposes of the Conservation Act.

**NOW THEREFORE** the parties agree as follows:

**1 DEFINITIONS AND CONSTRUCTION**

- 1.1 In this Easement, unless the context otherwise requires:

*Area Plan* means the plan attached to this Deed as *Appendix 1*;

*Crown* means Her Majesty the Queen in right of New Zealand;

*Conservation Act* means the Conservation Act 1987;

*Easement Activity* means:

- (i) the movement of sheep with or without working dogs, horses and/or motor vehicles weighing not more than 400 kilograms over the Easement Area for any purpose connected with the Grantee's farming operations on the Grantee's Land, but not for any other purpose;
- (ii) passing and repassing on foot or on horseback or with a motor vehicle weighing not more than 400 kilograms by the Grantee or its employees, contractors or agents over the Easement Area for any purpose connected with the Grantee's farming operations on the Grantee's Land, but not for any other purpose;

*Easement Area* means that part of the Grantor's Land as is marked in bold lines on the Area Plan;

*Easement Fee* means an annual fee of \$1.00 per annum including GST;

*Grantee's Land* means [details to come - this is Ngāi Tahu's freehold land]

*Grantor's Land* means [details to come - this is the conservation land];

*Reserves Act* means the Reserves Act 1977.

1.2 In the interpretation of this Easement, unless the context otherwise requires:

- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Easement;
- 1.2.2 the singular includes the plural and vice versa, and words importing one gender include the other genders;
- 1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*;
- 1.2.4 a reference to a party to this Easement or to any other document or agreement includes that party's successors, heirs, executors and assigns;
- 1.2.5 a reference to the Grantee includes any receiver, liquidator, statutory manager or assignee in bankruptcy of the Grantee. Where there is more

## STOCK ACCESS EASEMENT - CARPARK/BRIDGE AREA

than one grantee, this Easement binds them both jointly and severally;  
and

1.2.6 where the consent or approval of the Grantor is required under any provision of this Easement, such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval obtained for like purpose on a prior occasion.

1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Easement in circumstances where legislative changes make statutory references in this Easement obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by the Grantee to, or acquiescence by the Grantee in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement referred to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Easement or in that Deed of Settlement.

## 2 GRANT OF EASEMENT

The Grantor grants to the Grantee, as an easement appurtenant to the Grantee's Land under section 17Q of the Conservation Act, the right to undertake the Easement Activity in perpetuity and in consideration for the payment by the Grantee of the Easement Fee and otherwise on the terms and conditions set out in this Easement and the Grantee accepts such easement on such terms.

## 3 EASEMENT FEE

The Grantee shall pay the Easement Fee to the Grantor if demanded by the Grantor.

## 4 EASEMENT ACTIVITY

The Grantee shall not enter on or use the Easement Area for any purpose other than the Easement Activity.

## 5 COMPLIANCE WITH STATUTES

The Grantee shall at all times comply with all statutes, ordinances, regulations, bylaws or other enactments affecting or relating to the Easement Area or affecting or relating to the Easement Activity.

## 6 INDEMNITY

The Grantee will indemnify the Grantor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Grantor shall become liable arising from loss or damage to the property of, or death or injury to, any member of the public arising from the Grantee's conduct of the Easement Activity

unless such loss, damage, death or injury is caused or contributed to by any act, omission, neglect or breach of this Easement on the part of the Grantor or any employee, contractor or agent of the Grantor.

## **7 LAND MANAGEMENT**

7.1 The Grantee shall act in accordance with every relevant Strategy and Plan which relates to the Easement Area for the time being in force, including any amendments to the Strategy or Plan, whether the Strategy or Plan or amendment was approved, before, on or after the date on which the Easement became effective. Any material breach or contravention by the Grantee of any relevant Strategy or Plan, or both shall be deemed to be a breach of this Easement.

7.2 The Grantor will, from time to time, provide such details of any Strategy or Plan which relates to the Easement Area as may be reasonably necessary to ensure the Grantee is able to comply with *clause 7.1*, whether or not such details are in the public domain.

7.3 The Grantee shall avoid stock movement practices that are likely to result in the stock which are being moved along the Easement Area straying outside the Easement Area (other than into the Grantee's Land).

7.4 Neither the Grantor nor the Grantee shall have any obligation to the other to maintain or improve the Easement Area.

## **8 STRUCTURES AND EASEMENT AREA ALTERATIONS**

The Grantee shall not erect or bring into the Easement Area any structure, install any facility, undertake any development of any kind nor alter the Easement Area in any way.

## **9 PROTECTION OF THE ENVIRONMENT**

The Grantee shall not, whether by act or omission bring or deposit, debris, rubbish or other dangerous or unsightly matter in the Easement Area or damage the natural features of the Easement Area and shall ensure that its invitees do not carry out any acts prohibited under this clause.

## **10 SAFETY**

10.1 The Grantee shall undertake the Easement Activity in a safe and reliable manner, with due regard for the safety of members of the public using the Easement Area.

10.2 The Grantee shall ensure that any employee, contractor or agent of the Grantee using the Easement Area on horseback or in or on a motor vehicle gives right of way to members of the public in the Easement Area on foot.

10.3 The Grantee shall notify the Grantor if it becomes aware of any natural events or activities on the Easement Area or in the surrounding area which the Grantee reasonably believes may endanger the public or the environment as soon as it is reasonably practicable to do so.

## 11 ASSIGNMENT

11.1 The Grantee shall not transfer, sublicense, assign, mortgage or otherwise dispose of the Grantee's interest under this Easement or any part thereof without the prior written consent of the Grantor. The Grantor will not withhold its consent to the transfer of the Grantee's interest under this Easement if the proposed transfer is to the successor in title of the Grantee to the Grantee's Land and the proposed transferee is solvent and reasonably capable of performing its obligations under this Easement, but no transfer of the Grantee's interest under this Easement to any other person will be permitted.

11.2 The Grantor may, as a condition of giving its consent under *clause 11.1*, require that the assignee covenant to take out and keep current a policy of public risk insurance applicable to the Easement Area and the Easement Activity for such amount as the Grantor may from time to time reasonably require.

11.3 Upon any transfer of the Grantee's interest under this Easement becoming effective then, subject to compliance with *clause 11.2*, the Grantee shall be released from its obligations under this Easement, except any liability for any breach which occurred prior to the date of the transfer.

## 12 THIRD PARTIES

The Grantee shall not allow any third party to use the Easement Area for any purpose, and acknowledges that any third party activities will be subject to the Grantor's sole discretion.

## 13 DEFAULT

If any party ("the defaulting party") neglects or refuses to perform or join with the other party in performing any obligations under this Easement, the following provisions shall apply:

13.1 the other party may serve on the defaulting party a written default notice requiring the defaulting party to perform or join in performing such obligation;

13.2 if at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:

- (a) perform such obligation; and
  - (b) for that purpose enter the Land and carry out any work;
- 13.3 the defaulting party shall be liable to pay to the other party the costs of the default notice (including reasonable legal costs incurred on a solicitor and client basis in preparing and serving the default notice), and the proportion of costs specified in the default notice to be incurred by the other party in performing such obligation; and
- 13.4 the other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this clause.

#### 14 POWERS, RIGHTS AND AUTHORITIES

- 14.1 No power is granted or implied in respect of this Easement for the parties to determine this Easement for any breach of covenant (express or implied) or for any other cause whatsoever. It is the intention of the parties that this Easement shall subsist forever.
- 14.2 All powers, rights and authorities of the Grantor under this Easement and any notice required to be given by the Grantor may be exercised and given by the Director-General of Conservation or any officer, servant, employee or agent of the Director-General of Conservation.

#### 15 NOTICES

- 15.1 All notices under this Licence shall be in writing. They shall be delivered personally or by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in *clause 15.2*. A notice given in accordance with this clause shall be deemed to have been received:

- 15.1.1 in the case of personal delivery, on the date of delivery;
- 15.1.2 in the case of a letter, on the third working day after posting; or
- 15.1.3 in the case of facsimile, on the date of dispatch.

- 15.2 The addresses for service of notice are:

- 15.2.1 **Grantor:** Regional Conservator Otago  
PO Box 5244  
DUNEDIN

Facsimile: (03) 477 8626

15.2.2 **Grantee:** Te Rūnanga o Ngāi Tahu

## 16 COSTS

- 16.1 The Grantee shall pay the costs of the Grantor in enforcing or attempting to enforce its rights and powers under this Easement if the Grantee is in default.
- 16.2 The Grantee shall pay all costs reasonably incurred by the Grantor incidental to any application for consent or approval necessary in terms of this Easement whether or not such consent is granted.

## 17 PUBLIC ACCESS

- 17.1 Nothing in this Easement restricts the rights of the public to have at all times access on foot to, over and across all parts of the Grantor's Land (including the Easement Area).
- 17.2 Nothing contained or implied in this Easement confers on the Grantee exclusive possession or exclusive rights to or over any part of the Grantor's Land.

## 18 DISPUTE RESOLUTION AND ARBITRATION

- 18.1 If any dispute arises between the parties in connection with the rights or obligations created by this Easement or compliance with such rights or obligations, the parties shall without prejudice to any other rights they may have under this Easement, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 18.2 If the parties are unable to resolve the dispute by negotiation or other informal means within 21 days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996.

**EXECUTED** as a deed on the date first written above.

*[Execution provisions to come]*

**APPENDIX 1**

**AREA PLAN**

*[Allocation Plan HC 516 to be inserted]*

**ATTACHMENT 10.14**  
**LICENCE FOR SITING OF LOWER GREENSTONE STOCK BRIDGE**  
*(Clause 10.9.2)*

*Date:*

**BETWEEN**

- (1) **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation and the Commissioner of Crown Lands (*the Grantor*)
- (2) **TE RŪNANGA O NGĀI TAHU** (*the Licensee*)

**BACKGROUND**

- A The Licensee and the Crown are parties to a Deed of Settlement dated [       ] 1997.
- B Pursuant to that Deed, the Crown agreed to grant to the Licensee a licence for the siting of the Stock Bridge on certain land under the management of the Minister and in certain airspace over land managed by the Commissioner subject to the terms of this Licence.
- C This Licence is issued pursuant to section [    ] of the Ngāi Tahu Claims Settlement Act 1997 and is a concession for the purposes of the Conservation Act 1987 insofar as it relates to that part of the Land that is under the control of the Minister of Conservation.

**NOW THEREFORE** the parties agree:

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Licence, unless the context otherwise requires:

*Airspace* means that space over the Land occupied by the Stock Bridge shown on the plan annexed as *Appendix 1* or such other airspace as may be agreed by the Grantor pursuant to *clause 9.2.2*;

*Commissioner* means the Commissioner of Crown Lands;

*Crown* means Her Majesty the Queen in right of New Zealand;

*Easement Land* means that part of the Land which is subject to any easement in favour of the Licensee;

*Land* means the Grantor's land described in *Appendix 2*, comprising conservation land and marginal strip managed by the Minister and unallocated Crown land managed by the Commissioner;

*Licence Fee* means an annual fee of \$1.00 per annum including GST;

*Licensed Activity* means the activities referred to in *clause 2*;

*marginal strip* has the meaning given to it in the Conservation Act 1987;

*Minister* means the Minister of Conservation;

*Station Areas* has the meaning given to it in the Deed of Settlement referred to in *Recital A*;

*Stock Bridge* means the Licensee's bridge erected in the Airspace or any bridge which may be erected in replacement of it;

*Supports* means all abutments, support wires or other equipment supporting the Stock Bridge;

*Support Land* means that part of the Land currently occupied by the Supports shown on the plan annexed as *Appendix 1*, or such other parts of the Land required from time to time by the Licensee for the siting of the Supports, subject to the Grantor's consent under *clause 9.1*.

1.2 In the interpretation of this Licence, unless the context otherwise requires:

1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Licence;

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

1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*;

- 1.2.4 a reference to a party to this Licence or any other document or agreement includes that party's successors, heirs, executors and assigns; and
- 1.2.5 a reference to the Licensee includes any receiver, liquidator, statutory manager or assignee in bankruptcy of the Licensee. Where there is more than one Licensee, this Licence binds them both jointly and severally.
- 1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Licence in circumstances where legislative changes make statutory references in this Licence obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by the Licensee to, or acquiescence by the Licensee in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement referred to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Licence or in that Deed of Settlement.

## 2 GRANT OF LICENCE

In consideration of the Licence Fee paid by the Licensee to the Grantor, the Grantor grants to the Licensee a licence to:

- 2.1 occupy the Airspace for the purpose of using the Stock Bridge and any necessary maintenance repair or replacement;
- 2.2 occupy the Support Land for the purpose of using the Supports and any necessary maintenance repair or replacement;
- 2.3 have access from the Easement Land across the Land to the Support Land for the purpose of maintaining, repairing and replacing the Stock Bridge or the Supports; and
- 2.4 have access from the Station Areas over the marginal strip to the Stock Bridge for persons, vehicles or animals lawfully using the Stock Bridge,

in perpetuity, commencing on the date of this Licence and otherwise on the terms and conditions set out in this Licence.

## 3 LICENCE FEE

The Licensee shall pay the Licence Fee to the Grantor, if demanded by the Grantor.

#### 4 OTHER CHARGES

The Licensee shall pay all rates and other local authority charges which may be charged, levied or reasonably assessed, or which become payable in relation to the Licensee's occupation of the Airspace and the Support Land and all costs, expenses and charges of any nature incurred by the Licensee or the Grantor (in which case they shall be reimbursed to the Grantor by the Licensee upon demand) in relation to the carrying on of the Licensed Activity.

#### 5 LICENSED ACTIVITY

- 5.1 Except as otherwise agreed between the Grantor and the Licensee, the Licensee shall not use the Land for any purpose other than as may be set out in this Licence.
- 5.2 The Licensee shall take out and maintain and pay all fees for all licences, permits, authorisations, consents and renewals as may be necessary for the proper conduct of the Licensed Activity. The Licensee shall not do or suffer to be done any act whereby any such licence, permit or authorisation may be forfeited or suspended or the renewal refused.

#### 6 PUBLIC ACCESS

The Licensee will permit the Grantor and any members of the public who have lawful access to the Land or who may be lawfully using the walkway in the Lake Rere Area (which is the area subject to a Deed of Easement between the Grantor and the Licensee dated [                    ]) to use the Stock Bridge, but the Licensee may temporarily deny access to the Stock Bridge when sheep are on the Stock Bridge.

#### 7 COMPLIANCE WITH STATUTES

The Licensee shall comply with all statutes, ordinances, regulations, by-laws or other enactments, and all notices and requisitions of any competent authority affecting or relating to the Licensed Activity.

#### 8 STOCK BRIDGE

- 8.1 The Grantor acknowledges that the Stock Bridge and the Supports are the property of the Licensee.
- 8.2 The Licensee shall take all necessary steps to ensure that at all times the Stock Bridge is in good order and repair and does not constitute a danger or a nuisance to any person using the Land. Subject to *clause 8.5*, if, at any time during the term of the Licence, the Licensee, in exercising its rights, gives rise to any occurrence or circumstance which, in the reasonable opinion of the Grantor, constitutes a danger or a public or private nuisance, then the Grantor may require the Licensee to alter or modify the Stock Bridge and/or its use of the Stock Bridge and/or

require the Licensee to erect further structures or supports to minimise the risk and expense to the Grantor so that such danger or nuisance ceases.

- 8.3 Subject to *clause 8.5*, the Licensee shall pay for all costs and expenses of all maintenance and repairs to the Stock Bridge and the Supports.
- 8.4 The Licensee shall not abandon or leave on the Land any materials, plant or equipment relating to work carried out pursuant to this Licence, but shall remove such materials, plant or equipment as soon as possible after completion of such works.
- 8.5 Notwithstanding the provisions of this *clause 8*, nothing in this Licence shall require the Licensee to maintain the Stock Bridge and the Supports to a standard suitable for public use. However, if for any reason the standard of the Stock Bridge and the Supports falls below the standard suitable for public use (but remains suitable as a means of access for sheep) the Licensee shall notify the Grantor to that effect and the Grantor may:
- 8.5.1 take steps to stop public access to the Stock Bridge (in which case the Licensee shall grant the Grantor such easements across the Licensee's land as may be necessary to give the public access to the most convenient point for crossing the Greenstone River); or
- 8.5.2 undertake at its expense such upgrading of the Stock Bridge or the Supports as may be required to make them of a standard suitable for public use so long as such upgrading does not adversely affect the use of the Stock Bridge as a means of access for sheep.
- 8.6 The Grantor and its agents or servants may enter upon the Stock Bridge at any time for the purpose of inspecting the Stock Bridge.

## **9 REPLACEMENT AND RELOCATION**

- 9.1 The Licensee shall not relocate the Supports without first obtaining the Grantor's prior consent in writing, such consent not to be unreasonably withheld or delayed. In seeking such consent the Licensee shall submit to the Grantor plans identifying the area of the Land where the Licensee proposes to relocate the Supports.
- 9.2 In the event that the Stock Bridge is damaged or destroyed the Licensee shall have the right to erect a replacement Stock Bridge provided that:
- 9.2.1 unless the Grantor otherwise consents in writing, the dimensions of such new Stock Bridge shall be the same or equivalent to the dimensions of the existing Stock Bridge; and

9.2.2 the Stock Bridge shall be located in the Airspace occupied by the existing Stock Bridge or such other airspace in the vicinity of the existing Stock Bridge as the Grantor may agree in writing, such consent not to be unreasonably withheld, provided that as a condition of granting such consent the Grantor may require that the Licensee provide such alternative access across the Licensee's land as may be necessary to allow the Grantor and the public to continue to use the Stock Bridge in accordance with *clause 6*.

9.3 In the event that the Stock Bridge is relocated under *clause 9.2.2* the Grantor shall grant the Licensee such easements across the Land as may be necessary for the Licensee to access the new Stock Bridge and the Licensee shall grant the Grantor such easement across the Licensee's land as may be necessary to allow the Grantor and the public to continue to access the Stock Bridge.

## **10 REMOVAL OF STOCK BRIDGE AND SUPPORTS**

From the determination of this Licence the Licensee shall with all reasonable speed and at its own expense remove the Stock Bridge and all Supports from the Land, and shall restore that Land that the Licensee may have disturbed or occupied to a state and condition as near as practicable to the state and condition of the Land immediately prior to the exercise of such rights conferred upon the Licensee.

## **11 OWNERSHIP OF STOCK BRIDGE AND SUPPORTS**

Ownership of the Stock Bridge and the Supports shall at all times remain with the Licensee.

## **12 SAFETY**

12.1 The Licensee shall exercise its rights under this Licence in a safe and reliable manner.

12.2 The Licensee shall notify the Grantor if it becomes aware of any matter in relation to the Stock Bridge which the Licensee reasonably believes may endanger the public or the environment as soon as it is reasonably practical to do so.

## **13 INSURANCES AND INDEMNITIES**

13.1 The Licensee shall keep current at all times during the terms of this Licence a policy of public risk insurance applicable to the Licensed Activity for an amount not less than \$1,000,000 (being the amount which may be paid out arising out of any single accident or event) or such higher amounts as the Grantor may from time to time reasonably require.

13.2 The Licensee shall indemnify the Grantor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Grantor shall become liable arising from the Licensee's conduct of the Licensed Activity unless such

loss, damage or injury is caused or contributed to by any act, omission, neglect or breach of this Licence on the part of the Grantor or any employee, contractor or agent of the Grantor.

- 13.3 In consideration for the Licensee's covenant under *clause 6*, the Grantor shall indemnify the Licensee from all actions, claims, demands, losses, damages, costs and expenses for which the Licensee shall become liable arising from loss or damage to the property of, or death or injury to, any member of the public using the Stock Bridge pursuant to the right conferred by *clause 6* arising from the use of the Stock Bridge by that member of the public unless such loss, death, damage or injury is caused or contributed to by any act, omission, neglect or breach of this Licence on the part of the Licensee or any employee, contractor or agent of the Licensee.

#### **14 ANNUAL BUILDING WARRANT OF FITNESS**

The Licensee shall comply with the requirements of the Building Act 1991 relating to:

- 14.1 the supply and display of an annual building warrant of fitness; and
- 14.2 the retention, for inspection purposes, of the compliance schedule for the Stock Bridge and reports on the requirements of that schedule.

#### **15 ASSIGNMENT**

- 15.1 The Licensee shall not transfer, sublicense, assign, mortgage, or otherwise dispose of the Licensee's interest under this Licence or any part thereof without the prior written consent of the Grantor. However such consent shall not be withheld if the Licensee proposes to transfer this Licence to any person to whom it is to transfer its interest in its adjoining land and such person is solvent and reasonably capable of performing its obligations under this Licence.
- 15.2 If the Grantor gives consent under this clause, the Licensee shall procure from the transferee, sublicensee or assignee a covenant to be bound by the conditions of this Licence (including this *clause 15*). Upon any assignment or transfer taking effect the Licensee shall be released from its obligations and liability under this Licence, except any liability for a breach which occurred prior to the date of the assignment.
- 15.3 The Grantor may, as a condition of giving its consent under *clause 15.1*, require that the assignee covenant to take out and keep current a policy of public risk insurance applicable to the Land and the Support Land and the Licensed Activity for such amount as the Grantor may from time to time reasonably require.

**16 TERMINATION**

16.1 The Grantor may terminate this Licence:

16.1.1 by 90 days notice in writing to the Licensee if:

- (a) any money payable to the Grantor under this Licence is in arrears and unpaid for 28 days after any of the days appointed for payment;  
or
- (b) the Licensee breaches any term of this Licence, the Grantor has notified the Licensee in writing of the breach and the Licensee does not rectify the breach within 90 days of receiving notification;

16.1.2 by 14 days notice in writing to the Licensee if:

- (a) the Licensee fully ceases to conduct the Licensed Activity; or
- (b) the Licensee is convicted of an offence under the Conservation Act 1987 or any of the statutes listed in the First Schedule to that Act in relation to its activities on the Land, the Easement Land and the Station Areas.

16.2 If the Grantor terminates this Licence under this *clause 16*, all rights of the Licensee shall absolutely cease but the Licensee shall not be released from any liability to pay the Licence Fee or other money payable by the Licensee up to the date of termination or for any breach of any term up to the date of termination.

16.3 The Grantor may exercise its right under this *clause 16* to terminate this Licence notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

16.4 If the Licensee wishes to surrender this Licence during the currency of the term, such surrender may be accepted by the Grantor on such conditions as the Grantor may deem appropriate.

**17 POWERS, RIGHTS AND AUTHORITIES**

All powers, rights and authorities of the Grantor under this Licence and any notice required to be given by the Grantor may be exercised and given by the Director-General of Conservation or any officer, servant, employee or agent of the Director-General of Conservation.

**18 NOTICES**

18.1 All notices under this Licence shall be in writing. They shall be delivered personally or, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in *clause 18.2*. A notice given in accordance with this clause shall be deemed to have been received:

18.1.1 in the case of personal delivery, on the date of delivery;

18.1.2 in the case of a letter, on the third working day after posting; or

18.1.3 in the case of facsimile, on the date of dispatch.

18.2 The addresses for service of notice are:

18.2.1 **Grantor:** Regional Conservator Otago  
PO Box 5244  
DUNEDIN

Facsimile: (03) 477 8626

**and:** Commissioner of Crown Lands

18.2.2 **Licensee:** Te Rūnanga o Ngāi Tahu

## 19 COSTS

19.1 The Licensee shall pay the costs of the Grantor in enforcing or attempting to enforce its rights and powers under this Licence if the Licensee is in default.

19.2 The Licensee shall pay all costs reasonably incurred by the Grantor incidental to any application for consent or approval necessary in terms of this Licence whether or not such consent is granted.

## 20 NON - EXCLUSIVE LICENCE

Nothing contained or implied in this Licence confers on the Licensee exclusive possession or exclusive rights to or over any part of the Land.

## 21 DISPUTE RESOLUTION AND ARBITRATION

- 21.1 If any dispute arises between the parties in connection with this Licence, the parties shall without prejudice to any other rights they may have under this Licence, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 21.2 If the parties are unable to resolve the dispute by negotiation or other informal means within 21 days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996.

**EXECUTED** on the date first written above.

*[Execution provisions to come]*

**APPENDIX 1**

*[Plan of Airspace Land - detail from Allocation Plan HC 516]*

**APPENDIX 2**

*[Description of Land to be inserted]*



**ATTACHMENT 10.15**  
**LICENCE FOR SITING OF UPPER GREENSTONE STOCK BRIDGE**  
*(Clause 10.9.3)*

*Date:*

**BETWEEN**

- (1) **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation and the Commissioner of Crown Lands (*the Grantor*)
- (2) **TE RŪNANGA O NGĀI TAHU** (*Te Rūnanga*)
- (3) **THE GRANTOR** and **TE RŪNANGA** as co-owners of the Stock Bridge (*the Licensees*)

**BACKGROUND**

- A Te Rūnanga and the Crown are parties to a Deed of Settlement dated [       ] 1997.
- B Pursuant to that Deed, the Crown agreed to transfer to Te Rūnanga a half interest in the Stock Bridge and to grant to the Licensees a licence for the siting of the Stock Bridge on certain land under the management of the Minister and in certain airspace over land managed by the Commissioner subject to the terms of this Licence.
- C This Licence is issued pursuant to section [    ] of the Ngāi Tahu Claims Settlement Act 1997 and is a concession for the purposes of the Conservation Act 1987 insofar as it relates to that part of the Land that is under the control of the Minister of Conservation.

**NOW THEREFORE** the parties agree:

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Licence, unless the context otherwise requires:

*Airspace* means that space over the Land occupied by the Stock Bridge shown on the plan annexed as *Appendix 1* or such other airspace as may be agreed by the Grantor pursuant to *clause 9.2.2*;

*Commissioner* means the Commissioner of Crown Lands;

*Crown* means Her Majesty the Queen in right of New Zealand;

*Easement Land* means that part of the Land which is subject to any easement in favour of Te Rūnanga;

*Land* means the Grantor's land described in *Appendix 2*, comprising conservation land managed by the Minister and unallocated Crown land managed by the Commissioner.

*Licence Fee* means a once-only fee of \$1.00 including GST payable on the date of this Licence;

*Licensed Activity* means the activities referred to in *clause 3*;

*Minister* means the Minister of Conservation;

*Station Areas* has the meaning given to it in the Deed of Settlement referred to in *Recital A*;

*Stock Bridge* means the bridge erected in the Airspace or any bridge which may be erected in replacement of it;

*Supports* means all abutments, support wires or other equipment supporting the Stock Bridge;

*Support Land* means that part of the Land currently occupied by the Supports shown on the plan annexed as *Appendix 1*, or such other parts of the Land required from time to time by the Licensees for the siting of the Supports, subject to the Grantor's consent under *clause 9.1*.

1.2 In the interpretation of this Licence, unless the context otherwise requires:

1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Licence;

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

1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*;

## LICENCE FOR SITING OF UPPER GREENSTONE STOCK BRIDGE

- 1.2.4 a reference to a party to this Licence or any other document or agreement includes that party's successors, heirs, executors and assigns;
- 1.2.5 a reference to a Licensee includes any receiver, liquidator, statutory manager or assignee in bankruptcy of that Licensee; and
- 1.2.6 this Licence binds the Licensees both jointly and severally.
- 1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Licence in circumstances where legislative changes make statutory references in this Licence obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by Te Rūnanga to, or acquiescence by Te Rūnanga in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement referred to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Licence or in that Deed of Settlement.

## 2 OWNERSHIP OF STOCK BRIDGE

- 2.1 The parties record that, on the date of this Licence, the Crown transferred a half interest in the Stock Bridge to Te Rūnanga, and that the Stock Bridge is therefore owned by Te Rūnanga and the Crown as tenants in common with each having an undivided half interest in the Stock Bridge.
- 2.2 All obligations of the Licensees to the Grantor under this Licence will be met by the Licensees equally. For so long as the Grantor is a Licensee, it may choose to enforce any obligations against Te Rūnanga only for Te Rūnanga's half share, in which case compliance by Te Rūnanga will be deemed to be compliance by the Licensees with the Licensees' obligation to the Grantor, and the Grantor cannot take any enforcement action against the Licensees if the only default is that of the Grantor in its capacity as a Licensee. However, nothing in this clause affects the Grantor's obligations to Te Rūnanga.
- 2.3 If this Licence is terminated in respect of either Licensee, that Licensee shall transfer its half interest in the Stock Bridge to the other Licensee for a price equal to 45% of the value of the Stock Bridge agreed between the Licensees or, if they cannot agree, determined by arbitration under *clause 21*.

## 3 GRANT OF LICENCE

In consideration of the Licence Fee paid by the Licensees to the Grantor the Grantor grants to the Licensees a licence to:

## LICENCE FOR SITING OF UPPER GREENSTONE STOCK BRIDGE

- 3.1 occupy the Airspace for the purpose of using the Stock Bridge and any necessary maintenance repair or replacement;
- 3.2 occupy the Support Land for the purpose of using the Supports and any necessary maintenance repair or replacement; and
- 3.3 have access from the Easement Land across the Land to the Support Land for the purpose of maintaining, repairing and replacing the Stock Bridge or the Supports,

in perpetuity, commencing on the date of this Licence and otherwise on the terms and conditions set out in this Licence.

#### **4 OTHER CHARGES**

The Licensees shall pay all rates and other local authority charges which may be charged, levied or reasonably assessed, or which become payable in relation to the Licensees' occupation of the Airspace and the Support Land and all costs, expenses and charges of any nature incurred by the Licensees or the Grantor (in which case they shall be reimbursed to the Grantor by the Licensees upon demand) in relation to the carrying on of the Licensed Activity.

#### **5 LICENSED ACTIVITY**

- 5.1 Except as otherwise agreed between the Grantor and the Licensees, this Licence shall not give any right to the Licensees to use the Land for any purpose other than as may be set out in this Licence.
- 5.2 The Licensees shall take out and maintain and pay all fees for all licences, permits, authorisations, consents and renewals as may be necessary for the proper conduct of the Licensed Activity. The Licensees shall not do or suffer to be done any act whereby any such licence, permit or authorisation may be forfeited or suspended or the renewal refused.

#### **6 ACCESS**

- 6.1 Members of the public who have lawful access to the Land may use the Stock Bridge at any time.
- 6.2 Te Rūnanga may use the Stock Bridge for providing sheep access or for access for its employees, agents or contractors for its farming operations.

#### **7 COMPLIANCE WITH STATUTES**

The Licensees shall comply with all statutes, ordinances, regulations, by-laws or other enactments, and all notices and requisitions of any competent authority affecting or relating to the Licensed Activity.

## LICENCE FOR SITING OF UPPER GREENSTONE STOCK BRIDGE

**8 STOCK BRIDGE**

- 8.1 The Licensees shall take all necessary steps to ensure that at all times the Stock Bridge is in good order and repair and does not constitute a danger or a nuisance to any person using the Land. Subject to *clause 8.4*, if, at any time during the term of the Licence, the Licensees, in exercising their rights, give rise to any occurrence or circumstance which, in the reasonable opinion of the Grantor, constitutes a danger or a public or private nuisance, then the Grantor may require the Licensees to alter or modify the Stock Bridge and/or their use of the Stock Bridge and/or require the Licensees to erect further structures or supports to minimise the risk and expense to the Grantor so that such danger or nuisance ceases.
- 8.2 Subject to *clause 8.4*, the Licensees shall pay for all costs and expenses of all maintenance and repairs to the Stock Bridge and the Supports.
- 8.3 The Licensees shall not abandon or leave on the Land any materials, plant or equipment relating to work carried out pursuant to this Licence, but shall remove such materials, plant or equipment as soon as possible after completion of such works.
- 8.4 Notwithstanding the provisions of this *clause 8*, nothing in this Licence shall require Te Rūnanga to pay for the maintenance of the Stock Bridge and the Supports to a standard suitable for public use. However, if for any reason the standard of the Stock Bridge and the Supports falls below the standard suitable for public use (but remains suitable as a means of access for sheep) the Grantor may:
- 8.4.1 take steps to stop public access to the Stock Bridge; or
- 8.4.2 undertake at its expense such upgrading of the Stock Bridge or the Supports as may be required to make them of a standard suitable for public use so long as such upgrading does not adversely affect the use of the Stock Bridge as a means of access for sheep.
- 8.5 The Grantor and its agents or servants may enter upon the Stock Bridge at any time for the purpose of inspecting the Stock Bridge.

**9 REPLACEMENT AND RELOCATION**

- 9.1 The Licensees shall not relocate the Supports without first obtaining the Grantor's prior consent in writing, such consent not to be unreasonably withheld. In seeking such consent the Licensees shall submit to the Grantor plans identifying the area of the Land where the Licensees propose to relocate the Supports.
- 9.2 In the event that the Stock Bridge is damaged or destroyed the Licensees shall have the right to erect a replacement Stock Bridge provided that:

- 9.2.1 unless the Grantor otherwise consents in writing, the dimensions of such new Stock Bridge shall be the same or equivalent to the dimensions of the existing Stock Bridge; and
- 9.2.2 the Stock Bridge shall be located in the Airspace occupied by the existing Stock Bridge or such other airspace in the vicinity of the existing Stock Bridge as the Grantor may agree in writing, such consent not to be unreasonably withheld, provided that as a condition of granting such consent the Grantor may require that the Licensees provide such alternative access across the land of either Licensee as may be necessary to allow the Grantor and the public to continue to use the Stock Bridge in accordance with *clause 6*.
- 9.3 In the event that the Stock Bridge is relocated under *clause 9.2.2* the Grantor shall grant the Licensees such easements across the Land as may be necessary for the Licensees to access the new Stock Bridge and each Licensee shall grant the Grantor such easement across such Licensee's land as may be necessary to allow the Grantor and the public to continue to access the Stock Bridge.
- 9.4 In the event that one of the Licensees does not wish to erect a replacement Stock Bridge, the other Licensee may exercise the rights of the Licensees under this *clause 9*, and this Licence shall continue in respect of that Licensee only and shall terminate in respect of the other Licensee. If that occurs, the Licensee in respect of which this Licence has terminated shall be released from its obligations and liability under this Licence except any liability arising prior to the date of the assignment.

## 10 REMOVAL OF STOCK BRIDGE AND SUPPORTS

From the determination of this Licence the Licensees shall with all reasonable speed and at their own expense remove the Stock Bridge and all Supports from the Land, and shall restore that Land that the Licensees may have disturbed or occupied to a state and condition as near as practicable to the state and condition of the Land immediately prior to the exercise of such rights conferred upon the Licensees.

## 11 OWNERSHIP OF STOCK BRIDGE AND SUPPORTS

Subject to *clause 2.3*, ownership of the Stock Bridge and the Supports shall at all times remain with the Licensees.

## 12 SAFETY

- 12.1 Each Licensee shall exercise its rights under this Licence in a safe and reliable manner.

12.2 Each Licensee shall notify the Grantor if it becomes aware of any matter in relation to the Stock Bridge which the Licensee reasonably believes may endanger the public or the environment as soon as it is reasonably practical to do so.

### **13 INSURANCES AND INDEMNITIES**

13.1 Each Licensee shall indemnify the Grantor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Grantor shall become liable arising from that Licensee's conduct of the Licensed Activity unless such loss, damage or injury is caused or contributed to by any act, omission, neglect or breach of this Licence on the part of the Grantor or any employee, contractor or agent of the Grantor.

13.2 In consideration for the Licensees' covenant under *clause 6*, the Grantor shall indemnify each Licensee from all actions, claims, demands, losses, damages, costs and expenses for which that Licensee shall become liable arising from loss or damage to the property of, or death or injury to, any member of the public using the Stock Bridge pursuant to the right conferred by *clause 6* and arising from the use of the Stock Bridge by that member of the public, unless such loss, death, damage or injury is caused or contributed to by any act, omission, neglect or breach of this Licence on the part of that Licensee or any employee, contractor or agent of that Licensee.

### **14 ANNUAL BUILDING WARRANT OF FITNESS**

The Licensees shall comply with the requirements of the Building Act 1991 relating to:

14.1 the supply and display of an annual building warrant of fitness; and

14.2 the retention, for inspection purposes, of the compliance schedule for the Stock Bridge and reports on the requirements of that schedule.

### **15 ASSIGNMENT**

15.1 Neither Licensee shall transfer, sublicense, assign, mortgage, or otherwise dispose of that Licensee's interest under this Licence or any part thereof without the prior written consent of the Grantor. However such consent shall not be withheld if the Licensee proposes to transfer this Licence to any person to whom it is to transfer its interest in its adjoining land and in the Stock Bridge and such person is solvent and reasonably capable of performing its obligations under this Licence. Any assignment of a Licensee's interest under this Licence may occur only in conjunction with a transfer of that Licensee's interest in the Stock Bridge.

15.2 If the Grantor gives consent under this clause, the Licensee concerned shall procure from the transferee, sublicensee or assignee a covenant to be bound by the

conditions of this Licence (including this *clause 15*). Upon any assignment or transfer taking effect, the Licensee concerned shall be released from its obligations under this Licence, except any liability for a breach which occurred prior to the date of the assignment.

- 15.3 The Grantor may, as a condition of giving its consent under *clause 15.1*, require that the assignee covenant to take out and keep current a policy of public risk insurance applicable to the Land and the Support Land and the Licensed Activity for such amount as the Grantor may from time to time reasonably require.

## 16 TERMINATION

- 16.1 The Grantor may terminate this Licence in respect of either Licensee:

16.1.1 by 90 days notice in writing to that Licensee if:

- (a) any money payable to the Grantor by that Licensee under this Licence is in arrears and unpaid for 28 days after any of the days appointed for payment; or
- (b) that Licensee breaches any term of this Licence, the Grantor has notified that Licensee in writing of the breach and that Licensee does not rectify the breach within 90 days of receiving notification;

16.1.2 by 14 days notice in writing to that Licensee if:

- (a) that Licensee fully ceases to conduct the Licensed Activity; or
- (b) that Licensee is convicted of an offence under the Conservation Act 1987 or any of the statutes listed in the First Schedule to that Act in relation to its activities on the Land, the Easement Land and the Station Areas.

- 16.2 If the Grantor terminates this Licence in respect of any Licensee under this *clause 16*, all rights of that Licensee shall absolutely cease but that Licensee shall not be released from any liability to pay any money payable by that Licensee up to the date of termination or for any breach of any term up to the date of termination.

- 16.3 The Grantor may exercise its right under this *clause 16* to terminate this Licence notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

16.4 If either Licensee wishes to surrender its interest in this Licence during the currency of the term, such surrender may be accepted by the Grantor on such conditions as the Grantor may deem appropriate.

## 17 POWERS, RIGHTS AND AUTHORITIES

All powers, rights and authorities of the Grantor under this Licence and any notice required to be given by the Grantor may be exercised and given by the Director-General of Conservation or any officer, servant, employee or agent of the Director-General of Conservation.

## 18 NOTICES

18.1 All notices under this Licence shall be in writing. They shall be delivered personally or, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in *clause 18.2*. A notice given in accordance with this clause shall be deemed to have been received:

18.1.1 in the case of personal delivery, on the date of delivery;

18.1.2 in the case of a letter, on the third working day after posting; or

18.1.3 in the case of facsimile, on the date of dispatch.

18.2 The addresses for service of notice are:

18.2.1 **Grantor:** Regional Conservator Otago  
PO Box 5244  
DUNEDIN

Facsimile: (03) 477 8626

**and:** Commissioner of Crown Lands

18.2.2 **Te Rūnanga:** Te Rūnanga o Ngāi Tahu

## 19 COSTS

19.1 Each Licensee shall pay the costs of the Grantor in enforcing or attempting to enforce its rights and powers under this Licence if that Licensee is in default.

19.2 The Licensees shall pay all costs reasonably incurred by the Grantor incidental to any application for consent or approval necessary in terms of this Licence whether or not such consent is granted.

**20 NON - EXCLUSIVE LICENCE**

Nothing contained or implied in this Licence confers on the Licensees exclusive possession or exclusive rights to or over any part of the Land.

**21 DISPUTE RESOLUTION AND ARBITRATION**

21.1 If any dispute arises between the parties in connection with this Licence, the parties shall without prejudice to any other rights they may have under this Licence, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.

21.2 If the parties are unable to resolve the dispute by negotiation or other informal means within 21 days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996.

**EXECUTED** on the date first written above.

*[Execution provisions to come]*

**APPENDIX 1**

*[Plan of Airspace Land]*

**APPENDIX 2**

*[Description of Land to be inserted]*

**ATTACHMENT 10.16**  
**LICENCE FOR SITING OF CAPLES STOCK BRIDGE**  
*(Clause 10.9.3)*

*Date:*

**BETWEEN**

- (1) **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation and the Commissioner of Crown Lands (*the Grantor*)
- (2) **TE RŪNANGA O NGĀI TAHU** (*Te Rūnanga*)
- (3) **THE GRANTOR** and **TE RŪNANGA** as co-owners of the Stock Bridge (*the Licensees*)

**BACKGROUND**

- A Te Rūnanga and the Crown are parties to a Deed of Settlement dated [       ] 1997.
- B Pursuant to that Deed, the Crown agreed to transfer to Te Rūnanga a half interest in the Stock Bridge and to grant to the Licensees a licence for the siting of the Stock Bridge on certain land under the management of the Minister and in certain airspace over land managed by the Commissioner subject to the terms of this Licence.
- C This Licence is issued pursuant to section [       ] of the Ngāi Tahu Claims Settlement Act 1997 and is a concession for the purposes of the Conservation Act 1987 insofar as it relates to that part of the Land that is under the control of the Minister of Conservation.

**NOW THEREFORE** the parties agree:

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Licence, unless the context otherwise requires:

*Airspace* means that space over the Land occupied by the Stock Bridge shown on the plan annexed as *Appendix 1* or such other airspace as may be agreed by the Grantor pursuant to *clause 9.2.2*;

*Commissioner* means the Commissioner of Crown Lands;

*Crown* means Her Majesty the Queen in right of New Zealand;

*Easement Land* means that part of the Land which is subject to any easement in favour of Te Rūnanga;

*Land* means the Grantor's land described in *Appendix 2*, comprising marginal strip managed by the Minister and unallocated Crown land managed by the Commissioner.

*Licence Fee* means a once-only fee of \$1.00 including GST payable on the date of this Licence;

*Licensed Activity* means the activities referred to in *clause 3*;

*marginal strip* has the meaning given to it in the Conservation Act 1987;

*Minister* means the Minister of Conservation;

*Station Areas* has the meaning given to it in the Deed of Settlement referred to in *Recital A*;

*Stock Bridge* means the bridge erected in the Airspace or any bridge which may be erected in replacement of it;

*Supports* means all abutments, support wires or other equipment supporting the Stock Bridge;

*Support Land* means that part of the Land currently occupied by the Supports shown on the plan annexed as *Appendix 1*, or such other parts of the Land required from time to time by the Licensees for the siting of the Supports, subject to the Grantor's consent under *clause 9.1*.

1.2 In the interpretation of this Licence, unless the context otherwise requires:

1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Licence;

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

1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or

regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*;

- 1.2.4 a reference to a party to this Licence or any other document or agreement includes that party's successors, heirs, executors and assigns;
- 1.2.5 a reference to a Licensee includes any receiver, liquidator, statutory manager or assignee in bankruptcy of that Licensee; and
- 1.2.6 this Licence binds the Licensees both jointly and severally.
- 1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Licence in circumstances where legislative changes make statutory references in this Licence obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by the Te Rūnanga to, or acquiescence by Te Rūnanga in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement referred to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Licence or in that Deed of Settlement.

## **2 OWNERSHIP OF STOCK BRIDGE**

- 2.1 The parties record that, on the date of this Licence, the Crown transferred a half interest in the Stock Bridge to Te Rūnanga, and that the Stock Bridge is therefore owned by Te Rūnanga and the Crown as tenants in common with each having an undivided half interest in the Stock Bridge.
- 2.2 All obligations of the Licensees to the Grantor under this Licence will be met by the Licensees equally. For so long as the Grantor is a Licensee, it may choose to enforce any obligations against Te Rūnanga only for Te Rūnanga's half share, in which case compliance by Te Rūnanga will be deemed to be compliance by the Licensees with the Licensees' obligation to the Grantor, and the Grantor cannot take any enforcement action against the Licensees if the only default is that of the Grantor in its capacity as a Licensee. However, nothing in this clause affects the Grantor's obligations to Te Rūnanga.
- 2.3 If this Licence is terminated in respect of either Licensee, that Licensee shall transfer its half interest in the Stock Bridge to the other Licensee for a price equal to 45% of the value of the Stock Bridge agreed between the Licensees or, if they cannot agree, determined by arbitration under *clause 21*.

### 3 GRANT OF LICENCE

In consideration of the Licence Fee paid by the Licensees to the Grantor the Grantor grants to the Licensees a licence to:

- 3.1 occupy the Airspace for the purpose of using the Stock Bridge and any necessary maintenance repair or replacement;
- 3.2 occupy the Support Land for the purpose of using the Supports and any necessary maintenance repair or replacement; and
- 3.3 have access from the Station Areas across the Land to the Support Land for the purpose of maintaining, repairing and replacing the Stock Bridge or the Supports,

in perpetuity, commencing on the date of this Licence and otherwise on the terms and conditions set out in this Licence. In addition, Te Rūnanga grants to the other Licensee such access over the Station Areas as is required for the purposes of maintaining, repairing or replacing the Stock Bridge or the Supports.

### 4 OTHER CHARGES

The Licensees shall pay all rates and other local authority charges which may be charged, levied or reasonably assessed, or which become payable in relation to the Licensees' occupation of the Airspace and the Support Land and all costs, expenses and charges of any nature incurred by the Licensees or the Grantor (in which case they shall be reimbursed to the Grantor by the Licensees upon demand) in relation to the carrying on of the Licensed Activity.

### 5 LICENSED ACTIVITY

- 5.1 Except as otherwise agreed between the Grantor and the Licensees, this Licence shall not give any right to the Licensees to use the Land for any purpose other than as may be set out in this Licence.
- 5.2 The Licensees shall take out and maintain and pay all fees for all licences, permits, authorisations, consents and renewals as may be necessary for the proper conduct of the Licensed Activity. The Licensees shall not do or suffer to be done any act whereby any such licence, permit or authorisation may be forfeited or suspended or the renewal refused.

### 6 ACCESS

- 6.1 Members of the public who have lawful access to the Land may use the Stock Bridge at any time.

- 6.2 Te Rūnanga may use the Stock Bridge for providing sheep access or for access for its employees, agents or contractors for its farming operations and shall have access over the marginal strip on either side of the Stock Bridge for the same purposes.

## 7 COMPLIANCE WITH STATUTES

The Licensees shall comply with all statutes, ordinances, regulations, by-laws or other enactments, and all notices and requisitions of any competent authority affecting or relating to the Licensed Activity.

## 8 STOCK BRIDGE

- 8.1 The Licensees shall take all necessary steps to ensure that at all times the Stock Bridge is in good order and repair and does not constitute a danger or a nuisance to any person using the Land. Subject to *clause 8.4*, if, at any time during the term of the Licence, the Licensees, in exercising their rights, give rise to any occurrence or circumstance which, in the reasonable opinion of the Grantor, constitutes a danger or a public or private nuisance, then the Grantor may require the Licensees to alter or modify the Stock Bridge and/or their use of the Stock Bridge and/or require the Licensees to erect further structures or supports to minimise the risk and expense to the Grantor so that such danger or nuisance ceases.
- 8.2 Subject to *clause 8.4*, the Licensees shall pay for all costs and expenses of all maintenance and repairs to the Stock Bridge and the Supports.
- 8.3 The Licensees shall not abandon or leave on the Land any materials, plant or equipment relating to work carried out pursuant to this Licence, but shall remove such materials, plant or equipment as soon as possible after completion of such works.
- 8.4 Notwithstanding the provisions of this *clause 8*, nothing in this Licence shall require Te Rūnanga to pay for the maintenance of the Stock Bridge and the Supports to a standard suitable for public use. However, if for any reason the standard of the Stock Bridge and the Supports falls below the standard suitable for public use (but remains suitable as a means of access for sheep) the Grantor may:
- 8.4.1 take steps to stop public access to the Stock Bridge; or
- 8.4.2 undertake at its expense such upgrading of the Stock Bridge or the Supports as may be required to make them of a standard suitable for public use so long as such upgrading does not adversely affect the use of the Stock Bridge as a means of access for sheep.

8.5 The Grantor and its agents or servants may enter upon the Stock Bridge at any time for the purpose of inspecting the Stock Bridge.

## 9 REPLACEMENT AND RELOCATION

9.1 The Licensees shall not relocate the Supports without first obtaining the Grantor's prior consent in writing, such consent not to be unreasonably withheld. In seeking such consent the Licensees shall submit to the Grantor plans identifying the area of the Land where the Licensees propose to relocate the Supports.

9.2 In the event that the Stock Bridge is damaged or destroyed the Licensees shall have the right to erect a replacement Stock Bridge provided that:

9.2.1 unless the Grantor otherwise consents in writing, the dimensions of such new Stock Bridge shall be the same or equivalent to the dimensions of the existing Stock Bridge; and

9.2.2 the Stock Bridge shall be located in the Airspace occupied by the existing Stock Bridge or such other airspace in the vicinity of the existing Stock Bridge as the Grantor may agree in writing, such consent not to be unreasonably withheld, provided that as a condition of granting such consent the Grantor may require that the Licensees provide such alternative access across the land of either Licensee as may be necessary to allow the Grantor and the public to continue to use the Stock Bridge in accordance with *clause 6*.

9.3 In the event that the Stock Bridge is relocated under *clause 9.2.2* the Grantor shall grant the Licensees such easements across the Land as may be necessary for the Licensees to access the new Stock Bridge and each Licensee shall grant the Grantor such easement across such Licensee's land as may be necessary to allow the Grantor and the public to continue to access the Stock Bridge.

9.4 In the event that one of the Licensees does not wish to erect a replacement Stock Bridge, the other Licensee may exercise the rights of the Licensees under this *clause 9*, and this Licence shall continue in respect of that Licensee only and shall terminate in respect of the other Licensee. If that occurs, the Licensee in respect of which this Licence has terminated shall be released from its obligations under this Licence except any liability arising prior to the date of the assignment.

## 10 REMOVAL OF STOCK BRIDGE AND SUPPORTS

From the determination of this Licence the Licensees shall with all reasonable speed and at their own expense remove the Stock Bridge and all Supports from the Land, and shall restore that Land that the Licensees may have disturbed or occupied to a state and condition as near as practicable to the state and condition

of the Land immediately prior to the exercise of such rights conferred upon the Licensees.

## **11 OWNERSHIP OF STOCK BRIDGE AND SUPPORTS**

Subject to *clause 2.3*, ownership of the Stock Bridge and the Supports shall at all times remain with the Licensees.

## **12 SAFETY**

12.1 Each Licensee shall exercise its rights under this Licence in a safe and reliable manner.

12.2 Each Licensee shall notify the Grantor if it becomes aware of any matter in relation to the Stock Bridge which the Licensee reasonably believes may endanger the public or the environment as soon as it is reasonably practical to do so.

## **13 INSURANCES AND INDEMNITIES**

13.1 Each Licensee shall indemnify the Grantor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Grantor shall become liable arising from that Licensee's conduct of the Licensed Activity unless such loss, damage or injury is caused or contributed to by any act, omission, neglect or breach of this Licence on the part of the Grantor or any employee, contractor or agent of the Grantor.

13.2 In consideration for the Licensees' covenant under *clause 6*, the Grantor shall indemnify each Licensee from all actions, claims, demands, losses, damages, costs and expenses for which that Licensee shall become liable arising from loss or damage to the property of, or death or injury to, any member of the public using the Stock Bridge pursuant to the right conferred by *clause 6* and arising from the use of the Stock Bridge by that member of the public, unless such loss, death, damage or injury is caused or contributed to by any act, omission, neglect or breach of this Licence on the part of that Licensee or any employee, contractor or agent of that Licensee.

## **14 ANNUAL BUILDING WARRANT OF FITNESS**

The Licensees shall comply with the requirements of the Building Act 1991 relating to:

14.1 the supply and display of an annual building warrant of fitness; and

14.2 the retention, for inspection purposes, of the compliance schedule for the Stock Bridge and reports on the requirements of that schedule.

## **15 ASSIGNMENT**

- 15.1 Neither Licensee shall transfer, sublicense, assign, mortgage, or otherwise dispose of that Licensee's interest under this Licence or any part thereof without the prior written consent of the Grantor. However such consent shall not be withheld if the Licensee proposes to transfer this Licence to any person to whom it is to transfer its interest in its adjoining land and in the Stock Bridge and such person is solvent and reasonably capable of performing its obligations under this Licence. Any assignment of a Licensee's interest under this Licence may occur only in conjunction with a transfer of that Licensee's interest in the Stock Bridge.
- 15.2 If the Grantor gives consent under this clause, the Licensee concerned shall procure from the transferee, sublicensee or assignee a covenant to be bound by the conditions of this Licence (including this *clause 15*). Upon any assignment or transfer taking effect, the Licensee concerned shall be released from its obligations under this Licence, except any liability for a breach which occurred prior to the date of the assignment.
- 15.3 The Grantor may, as a condition of giving its consent under *clause 15.1*, require that the assignee covenant to take out and keep current a policy of public risk insurance applicable to the Land and the Support Land and the Licensed Activity for such amount as the Grantor may from time to time reasonably require.

## 16 TERMINATION

- 16.1 The Grantor may terminate this Licence in respect of either Licensee:

16.1.1 by 90 days notice in writing to that Licensee if:

- (a) any money payable to the Grantor by that Licensee under this Licence is in arrears and unpaid for 28 days after any of the days appointed for payment; or
- (b) that Licensee breaches any term of this Licence, the Grantor has notified that Licensee in writing of the breach and that Licensee does not rectify the breach within 90 days of receiving notification;

16.1.2 by 14 days notice in writing to that Licensee if:

- (a) that Licensee fully ceases to conduct the Licensed Activity; or
- (b) that Licensee is convicted of an offence under the Conservation Act 1987 or any of the statutes listed in the First Schedule to the Act in relation to its activities on the Land, the Easement Land and the Station Areas.

16.2 If the Grantor terminates this Licence in respect of any Licensee under this *clause 16*, all rights of that Licensee shall absolutely cease but that Licensee shall not be released from any liability to pay any money payable by that Licensee up to the date of termination or for any breach of any term up to the date of termination.

16.3 The Grantor may exercise its right under this *clause 16* to terminate this Licence notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

16.4 If either Licensee wishes to surrender its interest in this Licence during the currency of the term, such surrender may be accepted by the Grantor on such conditions as the Grantor may deem appropriate.

## 17 POWERS, RIGHTS AND AUTHORITIES

All powers, rights and authorities of the Grantor under this Licence and any notice required to be given by the Grantor may be exercised and given by the Director-General of Conservation or any officer, servant, employee or agent of the Director-General of Conservation.

## 18 NOTICES

18.1 All notices under this Licence shall be in writing. They shall be delivered personally or, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in *clause 18.2*. A notice given in accordance with this clause shall be deemed to have been received:

18.1.1 in the case of personal delivery, on the date of delivery;

18.1.2 in the case of a letter, on the third working day after posting; or

18.1.3 in the case of facsimile, on the date of dispatch.

18.2 The addresses for service of notice are:

18.2.1 **Grantor:** Regional Conservator Otago  
PO Box 5244  
DUNEDIN

Facsimile: (03) 477 8626

**and:** Commissioner of Crown Lands

18.2.2 **Te Rūnanga:** Te Rūnanga o Ngāi Tahu

## 19 COSTS

- 19.1 Each Licensee shall pay the costs of the Grantor in enforcing or attempting to enforce its rights and powers under this Licence if that Licensee is in default.
- 19.2 The Licensees shall pay all costs reasonably incurred by the Grantor incidental to any application for consent or approval necessary in terms of this Licence whether or not such consent is granted.

## 20 NON - EXCLUSIVE LICENCE

Nothing contained or implied in this Licence confers on the Licensees exclusive possession or exclusive rights to or over any part of the Land.

## 21 DISPUTE RESOLUTION AND ARBITRATION

- 21.1 If any dispute arises between the parties in connection with this Licence, the parties shall without prejudice to any other rights they may have under this Licence, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 21.2 If the parties are unable to resolve the dispute by negotiation or other informal means within 21 days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996.

**EXECUTED** on the date first written above.

*[Execution provisions to come]*

**APPENDIX 1**

*[Plan of Airspace Land - detail from Allocation Plan HC 519]*



**APPENDIX 2**

*[Description of Land to be inserted]*

## CO-OPERATION AGREEMENT

**ATTACHMENT 10.17**  
**CO-OPERATION AGREEMENT**  
*(Clause 10.10)*

*Date:*

**BETWEEN**

- (1) **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (*the Crown*)
- (2) **TE RŪNANGA O NGĀI TAHU** (*Te Rūnanga*)

**BACKGROUND**

- A The Grantor and the Grantee are parties to a Deed of Settlement dated [            ] 1997.
- B Pursuant to that Deed:
- (i) the Crown transferred the Station Areas, the Leaseback Conservation Areas and the Gift Areas to Te Rūnanga;
  - (ii) Te Rūnanga gifted the Gift Areas to the Crown;
  - (iii) Te Rūnanga leased the Leaseback Conservation Areas to the Crown; and
  - (iv) Te Rūnanga entered into Deeds of Covenant in respect of the Valley Areas under which Te Rūnanga agreed (among other things) to permit members of the public to have free foot access over the Valley Areas for tramping, hunting and fishing.
- C The parties wish to record certain matters agreed between them affecting the management of the Gift Areas, the Leaseback Conservation Areas and the Station Areas.

**NOW THEREFORE** the parties agree as follows:

**1 DEFINITIONS AND CONSTRUCTION**

- 1.1 In this Agreement, unless the context otherwise requires:

*Act* means the Conservation Act 1987;

## CO-OPERATION AGREEMENT

*Commercial Activity* means any activity undertaken by any person on the Conservation Land or the provision of facilities by any person on the Conservation Land which is undertaken or provided for with a view to making a profit and/or charging any fee or deriving any other consideration in relation to such activity or the provision of such facilities (but not including any activity described in section 17O(4) of the Act or, in the event of any amendment or replacement of the Act, in a section having the same effect) and for the avoidance of doubt includes any activity undertaken by any person or the provision of facilities by any person on the Conservation Land which has been carried on without a view to making a profit or charging any fee or deriving any other consideration if the terms on which the activity is undertaken or the facilities are provided change so that it or they are undertaken or provided with such a view;

*Concession* has the meaning given to it in the Act and includes any similar permission to carry on a Commercial Activity (other than a Crown Commercial Activity) on the Conservation Land;

*Conservation Area* has the meaning given to it in the Act and, in the event of any amendment or replacement of the Act, means an area administered for purposes similar to conservation purposes as described in the Act;

*Conservation Land* means the Gift Areas and the Leaseback Conservation Areas;

*Crown Commercial Activity* means any activity undertaken by the Crown on the Conservation Land or the provision of facilities by the Crown on the Conservation Land which is a Commercial Activity (as defined above), but does not include any activity or the provision of facilities for which a reasonable charge is made by the Crown towards recovery of the reasonable expenses in organising the activity or providing the facilities;

*Deed of Gift* means the deed dated [ ] pursuant to which Te Rūnanga gifted the Gift Areas to the Crown;

*Easements* means [stock easements];

*Gift Areas* means [Details to be inserted];

*Lease* means the Memoranda of Lease relating to the Leaseback Conservation Areas;

*Leaseback Conservation Areas* means [Details to be inserted];

*Mararoa Valley Area* means [Details to be inserted];

*Minister* means the Minister of Conservation

*Scott Creek Area* means [Details to be inserted];

*Station Areas* means [Details to be inserted];

*Valley Areas* means [Details of the Greenstone and Caples Valleys to be inserted];

*Wakatipu Recreational Hunting Areas* means [Details to be inserted].

1.2 In the interpretation of this Agreement, unless the context otherwise requires:

1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Agreement;

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

1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*;

1.2.4 a reference to a party to this Agreement or to any other document or agreement includes that party's successors, heirs, executors and assigns; and

1.2.5 a reference to the Crown includes the Minister.

1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Agreement in circumstances where legislative changes make statutory references in this Agreement obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by Te Rūnanga to, or acquiescence by Te Rūnanga in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement referred to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Agreement or in that Deed of Settlement.

## 2 LEASE CHARGES

In addition to the rent payable under the Lease, the Crown shall, subject to any agreement to the contrary between the Crown and Te Rūnanga, pay all rates, grants in lieu of rates, and other local authority charges which may be charged,

levied or reasonably assessed or which may become payable in relation to the Leaseback Conservation Area and all costs, expenses and charges of any nature incurred by the Crown as lessee or Te Rūnanga as lessor (in which case they shall be reimbursed by the Crown to Te Rūnanga upon demand) in relation to the ownership management occupation and use of the Leaseback Conservation Areas under clause 4 of the Lease.

### **3 COMMERCIAL ACTIVITIES AND CONCESSIONS ON THE CONSERVATION LAND**

- 3.1 The Crown will not undertake any Crown Commercial Activity on the Conservation Land unless and until the written consent of Te Rūnanga has been given.
- 3.2 The Crown shall refer all applications for Concessions to Te Rūnanga as soon as reasonably practicable after receipt of the application, and shall notify the applicant that it has done so, and notify the applicant that the Concession cannot be granted without the consent of Te Rūnanga.
- 3.3 The Crown may continue to process an application for a Concession pending receipt from Te Rūnanga of a response as to whether or not it consents to the granting of a Concession, so long as the applicant is made aware that Te Rūnanga's consent is required before the Concession is granted and the relevant activity is commenced, and so long as it does not publicly notify the application before any such consent has been given.
- 3.4 Te Rūnanga shall notify the Crown promptly as to whether or not it consents to the granting of the Concession. The Crown acknowledges that Te Rūnanga may need to consult with the Papatipu Rūnanga of Ngāi Tahu which would be affected by the proposed Concession before deciding whether to consent.
- 3.5 The Crown shall ensure that no Concession may be granted in relation to the Conservation Land (or in relation to an area which includes the Conservation Land) unless and until the written consent of Te Rūnanga has been given. Such consent may be given or withheld by Te Rūnanga in its absolute discretion.
- 3.6 In addition to the fee charged by the Crown for the processing of any application for a Concession, the Crown will charge to the applicant and, upon receipt of payment, pay to Te Rūnanga, Te Rūnanga's fee for the processing by Te Rūnanga of the request for Te Rūnanga's consent. Te Rūnanga's fee shall be, unless agreed otherwise by the Crown and Te Rūnanga, an amount equal to 25 percent of the aggregate of the Crown's fee and Te Rūnanga's fee.

- 3.7 Except as provided in this clause, Part IIIB of the Act shall apply to the grant of any Concession.

#### **4 CONSERVATION MANAGEMENT**

The Crown shall consult with and have particular regard to the views of Te Rūnanga in respect of the preparation of any Conservation Management Strategies or any Conservation Management Plans that affect the Gift Areas or the Leaseback Conservation Areas. The Crown shall ensure that, unless Te Rūnanga has agreed otherwise, the terms of any Conservation Management Strategies or Conservation Management Plans that affect:

4.1 the Gift Area will be consistent with the Deed of Gift; and

4.2 the Leaseback Conservation Area will be consistent with the terms of the Lease.

The Crown acknowledges that Te Rūnanga will need to consult with the Papatipu Rūnanga of Ngāi Tahu which are affected by the matters which are subject to consultation.

#### **5 VEHICULAR ACCESS TO LEASEBACK CONSERVATION AREAS**

- 5.1 The Crown will not grant permission for any person to have vehicular access to the Mararoa Valley Area unless and until the written consent of Te Rūnanga has been given. Such consent may be given or withheld by Te Rūnanga in its absolute discretion.

- 5.2 The Crown will make a joint approach with Te Rūnanga to the Southland District Council for permission to block the vehicular access to the areas south of the Mararoa Valley Area by blocking the road and, if the Southland District Council agrees, to undertake, at the Crown's cost, the work necessary to block that road.

#### **6 HUNTING PERMITS**

The Crown will ensure that:

6.1 permits for recreational hunting in the Wakatipu Recreational Hunting Areas will be issued only from the office of the Department of Conservation which is closest to the Wakatipu Recreational Hunting Areas (currently the office at Glenorchy) or any other office of the Department of Conservation which the Crown and Te Rūnanga agree.

6.2 the maximum number of permits issued for recreational hunting at any one time in each of the Greenstone Recreational Hunting Area and the Caples

Recreational Hunting Area will be not greater than six (unless a greater number is approved by Te Rūnanga).

**7 SAFETY**

Te Rūnanga shall undertake its operations in the Valley Areas with due regard for the safety of members of the public legally using the Valley Areas but nothing in this clause restricts Te Rūnanga's carrying out of its normal farming operations in the Valley Areas in a prudent manner.

**8 INDEMNITY IN RELATION TO VALLEY AREAS**

The Crown will indemnify Te Rūnanga from and against all actions, claims, demands, losses, damages, costs and expenses for which Te Rūnanga shall become liable arising from loss or damage to the property of, or death or injury to, any member of the public on any part of the Valley Areas in accordance with the right of access referred to in *Recital B(iv)* or on any part of the Leaseback Conservation Areas unless such loss, damage, death or injury is caused or contributed to by any act, omission, neglect or breach of this Agreement on the part of Te Rūnanga or any employee, contractor or agent of Te Rūnanga.

**9 CONSULTATION ON SIGNS**

The Crown will from time to time consult with Te Rūnanga about the content of signs to be erected by the Crown in the Leaseback Conservation Areas, the Gift Areas or on or near the public tracks which cross the Station Areas.

**10 POUNAMU ACCESS**

The parties record that the Pounamu Access Agreement between the Crown and Te Rūnanga applies to the Leaseback Conservation Areas. *[If generic agreement not concluded, parties to negotiate provision to allow for reasonable access for low impact pounamu gathering.]*

**11 COMPLIANCE WITH STATUTES**

The Crown will comply with all statutory, local authority and other legal requirements to which it is subject and which relate to the management of the Leaseback Conservation Areas under clause 4 of the Lease.

**12 SET OFF**

The Easement Fees payable by Te Rūnanga under the Easements shall be set off against the Rent payable by the Crown under the Lease.

**13 NOTICES**

- 13.1 All notices under this Agreement shall be in writing. They shall be delivered personally or by pre-paid post or by facsimile addressed to the receiving party at

## CO-OPERATION AGREEMENT

the address or facsimile number set out in *clause 13.2*. A notice given in accordance with this clause shall be deemed to have been received:

13.1.1 in the case of personal delivery, on the date of delivery;

13.1.2 in the case of a letter, on the third working day after posting; or

13.1.3 in the case of facsimile, on the date of dispatch.

13.2 The addresses for service of notice are:

13.2.1 **Crown:** Regional Conservator Otago  
PO Box 5244  
DUNEDIN

Facsimile: (03) 477-8626

13.2.2 **Te Rūnanga:** Te Rūnanga o Ngāi Tahu

#### 14 DISPUTE RESOLUTION AND ARBITRATION

14.1 If any dispute arises between the parties in connection with the rights or obligations created by this Agreement or compliance with such rights or obligations, the parties shall without prejudice to any other rights they may have under this Agreement, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.

14.2 If the parties are unable to resolve the dispute by negotiation or other informal means within 21 days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996.

**EXECUTED** as a deed on the date first written above.

*[Execution provisions to come]*

**ATTACHMENT 10.18**  
**OCCUPATION LICENCE OVER MARGINAL STRIP –**  
**ELFIN BAY WHARF**  
*(Clause 10.11)*

*Date:*

**BETWEEN**

- (1) **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (*the Grantor*)
- (2) **TE RŪNANGA O NGĀI TAHU** (*the Licensee*)

**BACKGROUND**

- A The Licensee and the Grantor are parties to a Deed of Settlement dated [       ] 1997.
- B Pursuant to that Deed, the Grantor agreed to transfer to the Licensee certain land including the land adjacent to the Licence Area.
- C The Grantor and the Licensee have agreed that the Licensee may occupy the Licence Area for the period specified in, for the purpose specified in, and subject to the terms of, this Licence.
- D This Licence is issued pursuant to section [   ] of the Ngāi Tahu Claims Settlement Act 1997 and is a concession for the purposes of the Act.

**NOW THEREFORE** the parties agree:

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Licence, unless the context otherwise requires:

*Act* means the Conservation Act 1987;

*Crown* means her Majesty the Queen in right of New Zealand;

*Licence Area* means the area of the marginal strip adjacent to the Licensee's property known as the Elfin Bay Station which is marked with bold black lines on the plan attached as the *Appendix* to this Licence;

*Licence Fee* means an annual fee of \$1.00 per annum including GST;

*Licensed Activity* means the siting of footings for the Wharf on those parts of the Licensed Area as are shown as such on the plan attached as the *Appendix* to this Licence and the siting of the Wharf Building on the Licensed Area and the use of the Wharf and the Wharf Building for the purposes of people or goods arriving at, or departing from, the Wharf and providing temporary shelter for those people or goods;

*marginal strip* has the meaning given to it in the Act;

*Minister* means the Minister of Conservation;

*Station Areas* has the meaning given to it in the Deed of Settlement referred to in *Recital A*;

*Wharf* means the Elfin Bay Wharf, part of which is situated on the Licensed Area;

*Wharf Building* means the building situated on the Licensed Area at the date of this Licence, the location of which is shown on the plan attached as the *Appendix* to this Deed.

- 1.2 In the interpretation of this Licence, unless the context otherwise requires:
- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Licence;
  - 1.2.2 the singular includes the plural and vice versa, and words importing one gender include the other genders;
  - 1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*;
  - 1.2.4 a reference to a party to this Licence or any other document or agreement includes that party's successors, heirs, executors and assigns; and
  - 1.2.5 a reference to the Licensee includes any receiver, liquidator, statutory manager or assignee in bankruptcy of the Licensee. Where there is more than one Licensee, this Licence binds them both jointly and severally.
- 1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Licence in circumstances where legislative changes make statutory references in this Licence obsolete. It is not

intended to indicate, and should not be interpreted as indicating, any consent by the Licensee to, or acquiescence by the Licensee in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement referred to in *Recital A* or the ability of either party to fulfil its obligations expressed in this Licence or in that Deed of Settlement.

## **2 GRANT OF LICENCE**

The Grantor grants to the Licensee a licence (which is deemed to be a concession under the Act) to occupy the Licence Area, and the Licensee takes on such licence, in perpetuity in consideration for the payment by the Licensee of the Licence Fee and otherwise on the terms and conditions set out in this Licence.

## **3 LICENCE FEE**

The Licensee shall pay the Licence Fee to the Grantor on demand by the Grantor.

## **4 OTHER CHARGES**

The Licensee shall pay all rates and other local authority charges which may be charged, levied or reasonably assessed, or which become payable in relation to the Licensed Area or the Licensee's occupation or activity on the Licensed Area and all costs, expenses and charges of any nature incurred by the Grantor or the Licensee (in which case they shall be reimbursed to the Grantor by the Licensee upon demand) in relation to the ownership, management, occupation and use of the Licensed Area, the Wharf and the Wharf Building, and the carrying on of the Licensed Activity.

## **5 LICENSED ACTIVITY**

5.1 The Licensee shall not use the Licence Area for any purpose other than the Licensed Activity.

5.2 The Licensee shall take out and maintain and pay all fees for all licenses, permits, authorisations, consents and renewals as may be necessary for the proper conduct of the Licensed Activity. The Licensee shall not do or suffer to be done any act whereby any such licence, permit or authorisation may be forfeited or suspended or the renewal refused.

## **6 COMPLIANCE WITH STATUTES**

The Licensee shall comply with all statutes, ordinances, regulations, by-laws or other enactments, and all notices and requisitions of any competent authority affecting or relating to the Licensed Activity, the Licence Area and the Licensee's occupation of the Licence Area, the Wharf and the Wharf Building and the use of the Wharf and the Wharf Building by the Licensee and any other person using either of them.

## 7 STRUCTURES

- 7.1 The Grantor acknowledges that the Wharf Building is the property of the Licensee.
- 7.2 The Licensee shall not erect or bring onto the Licence Area any structure or fence, install any facility, nor alter the Licence Area in any way without the prior written consent of the Grantor.
- 7.3 The Grantor shall not be called upon at any time to contribute to the costs of any boundary fencing between the Licence Area and any adjoining land of the Licensee during the term of this Licence.
- 7.4 The Licensee shall have the right to exclusive use of the Wharf Building during the term of this Licence and the Licensee shall maintain the Wharf Building and ensure that it meets the requirements of all applicable legislation at all times.
- 7.5 The Licensee shall keep the Wharf and the Wharf Building in good repair and condition and undertake all necessary structural maintenance, replacement or repairs which are required to ensure the Licensee's continued compliance with this Licence, fair wear and tear excepted.
- 7.6 On expiry or earlier termination of this Licence either as to the whole or any part of the Licence Area, the Licensee shall not be entitled to compensation for any improvements and any structures remaining on the Licence Area and such improvements and structures shall become the property of the Grantor and thereafter shall be at the risk of the Grantor in all respects or, if required by the Grantor, shall be removed by the Licensee at the Licensee's expense, with all resulting damage to the Licensed Area to be made good by the Licensee at the Licensee's expense.

## 8 ALTERATIONS OR ADDITIONS

- 8.1 The Licensee shall not make any alterations or additions to any part of the Wharf situated on the Licensed Area or the Wharf Building or replace either of them (*Works*) without first obtaining the Grantor's written approval (which will not be unreasonably or arbitrarily withheld). The Grantor will not withhold its consent to the replacement of that part of the Wharf which is situated on the Licensed Area or the Wharf Building if the replacement is not bigger than, and not materially different in appearance from, the structure which it replaces. In seeking the Grantor's approval the Licensee shall first submit detailed plans and specifications of the Works.
- 8.2 The Licensee shall pay on demand all reasonable costs incurred by the Grantor in considering the proposal.

- 8.3 Before carrying out any approved Works, the Licensee shall obtain from every competent authority all consents and approvals needed to enable the Works to be lawfully effected, and at the Grantor's request, produce for the Grantor's inspection copies of all such consents and approvals.
- 8.4 The Works shall be supervised by a suitably qualified person and be carried out by suitably qualified contractors and tradespersons using materials which meet standards and specifications that comply with the consents and approvals referred to above.
- 8.5 The Licensee shall not erect any signs or advertising on the Licensed Area without the prior written approval of the Grantor (which will not be unreasonably or arbitrarily withheld).

## 9 SAFETY

The Licensee shall undertake the Licensed Activity in a safe and reliable manner and with due regard for the safety of members of the public who have access to the Licensed Area and shall maintain the Wharf in a safe condition.

## 10 INSURANCES AND INDEMNITY

- 10.1 The Licensee shall keep current at all times during the Licensee's occupation of the Licensed Area a policy of public risk insurance applicable to the Licensed Area and the Licensed Activity for an amount not less than \$1,000,000 (being the amount which may be paid out arising out of any single accident or event) or such higher amount as the Grantor may from time to time reasonably require.
- 10.2 The Licensee shall indemnify the Grantor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Grantor shall become liable arising from the Licensee's conduct of the Licensed Activity and its occupation and use of the Licensed Area unless such loss, damage or injury is caused or contributed to by any act, omission, neglect or breach of this Licence on the part of the Grantor or any employee, contractor or agent of the Grantor.

## 11 ANNUAL BUILDING WARRANT OF FITNESS

The Licensee shall comply with the requirements of the Building Act 1991 relating to:

- 11.1 the supply and display of an annual building warrant of fitness; and
- 11.2 the retention, for inspection purposes, of the compliance schedule for the Wharf and the Wharf Building and reports on the requirements of that schedule.

## 12 ASSIGNMENT

12.1 The Licensee shall not transfer, sublicense, assign, mortgage, or otherwise dispose of the Licensee's interest under this Licence or any part thereof without the prior written consent of the Grantor. However such consent shall not be withheld if the Licensee proposes to transfer this Licence to any person to whom it is to transfer its interest in its adjoining land and such person is solvent and reasonably capable of performing its obligations under this Licence.

12.2 If the Grantor gives consent under this clause, the Licensee shall procure from the transferee, sublicensee or assignee a covenant to be bound by the conditions of this Licence (including this *clause 12*). Upon any assignment or transfer taking effect, the Licensee will be released from its obligations under this Licence, except any liability for a breach which occurred prior to the date of the assignment.

## 13 TERMINATION

13.1 The Grantor may terminate this Licence:

13.1.1 by 90 days notice in writing to the Licensee if:

- (a) any money payable to the Grantor under this Licence is in arrears and unpaid for 28 days after any of the days appointed for payment; or
- (b) the Licensee breaches any term of this Licence, the Grantor has notified the Licensee in writing of the breach and the Licensee does not rectify the breach within 90 days of receiving notification;

13.1.2 by 14 days notice in writing to the Licensee if:

- (a) the Licensee fully ceases to conduct the Licensed Activity; or
- (b) the Licensee is convicted of an offence under the Act or any of the statutes listed in the First Schedule to the Act in relation to its activities on the Licence Area or the Station Areas.

13.2 If the Grantor terminates this Licence under this *clause 13*, all rights of the Licensee shall absolutely cease but the Licensee shall not be released from any liability to pay the Licence Fee or other money payable by the Licensee up to the date of termination or for any breach of any term up to the date of termination.

13.3 The Grantor may exercise its right under this *clause 13* to terminate this Licence notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

13.4 If the Licensee wishes to surrender this Licence during the currency of the term, such surrender may be accepted by the Grantor on such conditions as the Grantor may deem appropriate.

#### 14 POWERS, RIGHTS AND AUTHORITIES

All powers, rights and authorities of the Grantor under this Licence and any notice required to be given by the Grantor may be exercised and given by the Director-General of Conservation or any officer, servant, employee or agent of the Director-General of Conservation.

#### 15 NOTICES

15.1 All notices under this Licence shall be in writing. They shall be delivered personally or, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in *clause 15.2*. A notice given in accordance with this clause shall be deemed to have been received:

15.1.1 in the case of personal delivery, on the date of delivery;

15.1.2 in the case of a letter, on the third working day after posting; or

15.1.3 in the case of facsimile, on the date of dispatch.

15.2 The addresses for service of notice are:

15.2.1 **Grantor:** Regional Conservator Otago  
PO Box 5244  
DUNEDIN

Facsimile: (03) 477 8626

15.2.2 **Licensee:** Te Rūnanga o Ngāi Tahu

#### 16 COSTS

16.1 The Licensee shall pay the costs of the Grantor in enforcing or attempting to enforce its rights and powers under this Licence if the Licensee is in default.

16.2 The Licensee shall pay all costs reasonably incurred by the Grantor incidental to any application for consent or approval necessary in terms of this Licence whether or not such consent is granted.

**17 PUBLIC ACCESS**

- 17.1 The public shall at all times have access on foot to, over and across all parts of the Licence Area, but nothing in this clause gives the public the right to enter the Wharf Building or the Wharf.
- 17.2 Nothing contained or implied in this Licence confers on the Licensee exclusive possession or exclusive rights to or over any part of the Licence Area other than the Wharf Building.
- 17.3 The right is reserved for agents or servants of the Grantor to enter upon the Licence Area and into the Wharf Building at any time for the purpose of inspecting the Licence Area, the Wharf and the Wharf Building.

**18 DISPUTE RESOLUTION AND ARBITRATION**

- 18.1 If any dispute arises between the parties in connection with this Licence, the parties shall without prejudice to any other rights they may have under this Licence, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 18.2 If the parties are unable to resolve the dispute by negotiation or other informal means within 21 days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996.

**EXECUTED** on the date first written above.

*[Execution provisions to come]*

**APPENDIX**

**PLAN OF AREA**

*(Clause 1.1, Definition of Licence Area)*

*[Detail from Allocation Plan HC 518 to be inserted]*

**ATTACHMENT 10.19**  
**OCCUPATION LICENCE OVER MARGINAL STRIP –**  
**GREENSTONE WHARF**  
*(Clause 10.11)*

*Date:*

**BETWEEN**

- (1) **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (*the Grantor*)
- (2) **TE RŪNANGA O NGĀI TAHU** (*the Licensee*)

**BACKGROUND**

- A The Licensee and the Grantor are parties to a Deed of Settlement dated [       ] 1997.
- B Pursuant to that Deed, the Grantor agreed to transfer to the Licensee certain land including the land adjacent to the Licence Area.
- C The Grantor and the Licensee have agreed that the Licensee may occupy the Licence Area for the period specified in, for the purpose specified in, and subject to the terms of, this Licence.
- D This Licence is issued pursuant to section [   ] of the Ngāi Tahu Claims Settlement Act 1997 and is a concession for the purposes of the Act.

**NOW THEREFORE** the parties agree:

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Licence, unless the context otherwise requires:

*Act* means the Conservation Act 1987;

*Crown* means Her Majesty the Queen in right of New Zealand;

*Licence Area* means the area of the marginal strip adjacent to the Licensee's property known as the Greenstone Station which is marked with bold black lines on the plan attached as the *Appendix* to this Licence;

*Licence Fee* means an annual fee of \$1.00 per annum including GST;

*Licensed Activity* means the siting of footings for the Wharf on those parts of the Licensed Area as are shown as such on the plan attached as the *Appendix* to this Licence and the use of the Wharf for the purposes of people or goods arriving at, or departing from, the Wharf;

*marginal strip* has the meaning given to it in the Act;

*Minister* means the Minister of Conservation;

*Station Areas* has the meaning given to it in the Deed of Settlement referred to in *Recital A*;

*Wharf* means the Greenstone Wharf, part of which is situated on the Licensed Area.

- 1.2 In the interpretation of this Licence, unless the context otherwise requires:
- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Licence;
  - 1.2.2 the singular includes the plural and vice versa, and words importing one gender include the other genders;
  - 1.2.3 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations but this provision shall be read subject to *clause 1.3*;
  - 1.2.4 a reference to a party to this Licence or any other document or agreement includes that party's successors, heirs, executors and assigns; and
  - 1.2.5 a reference to the Licensee includes any receiver, liquidator, statutory manager or assignee in bankruptcy of the Licensee. Where there is more than one Licensee, this Licence binds them both jointly and severally.
- 1.3 The parties agree that the rule of interpretation referred to in *clause 1.2.3* is intended only to facilitate interpretation of this Licence in circumstances where legislative changes make statutory references in this Licence obsolete. It is not intended to indicate, and should not be interpreted as indicating, any consent by the Licensee to, or acquiescence by the Licensee in, the introduction to Parliament by the Crown of any proposed statutory amendment which would adversely affect the redress provided by the Crown pursuant to the Deed of Settlement referred to

in *Recital A* or the ability of either party to fulfil its obligations expressed in this Licence or in that Deed of Settlement.

## 2 GRANT OF LICENCE

The Grantor grants to the Licensee a licence (which is deemed to be a concession under the Act) to occupy the Licence Area, and the Licensee takes on such licence, in perpetuity in consideration for the payment by the Licensee of the Licence Fee and otherwise on the terms and conditions set out in this Licence.

## 3 LICENCE FEE

The Licensee shall pay the Licence Fee to the Grantor on demand by the Grantor.

## 4 OTHER CHARGES

The Licensee shall pay all rates and other local authority charges which may be charged, levied or reasonably assessed, or which become payable in relation to the Licensed Area or the Licensee's occupation or activity on the Licensed Area and all costs, expenses and charges of any nature incurred by the Grantor or the Licensee (in which case they shall be reimbursed to the Grantor by the Licensee upon demand) in relation to the ownership, management, occupation and use of the Licensed Area and the Wharf, and the carrying on of the Licensed Activity.

## 5 LICENSED ACTIVITY

- 5.1 The Licensee shall not use the Licence Area for any purpose other than the Licensed Activity.
- 5.2 The Licensee shall take out and maintain and pay all fees for all licenses, permits, authorisations, consents and renewals as may be necessary for the proper conduct of the Licensed Activity. The Licensee shall not do or suffer to be done any act whereby any such licence, permit or authorisation may be forfeited or suspended or the renewal refused.

## 6 COMPLIANCE WITH STATUTES

The Licensee shall comply with all statutes, ordinances, regulations, by-laws or other enactments, and all notices and requisitions of any competent authority affecting or relating to the Licensed Activity, the Licence Area and the Licensee's occupation of the Licence Area, the Wharf and the use of the Wharf by the Licensee and any other person using the Wharf.

## 7 STRUCTURES

- 7.1 The Licensee shall not erect or bring onto the Licence Area any structure or fence, install any facility, nor alter the Licence Area in any way without the prior written consent of the Grantor.

- 7.2 The Grantor shall not be called upon at any time to contribute to the costs of any boundary fencing between the Licence Area and any adjoining land of the Licensee during the term of this Licence.
- 7.3 The Licensee shall keep the Wharf in good repair and condition and undertake all necessary structural maintenance, replacement or repairs which are required to ensure the Licensee's continued compliance with this Licence, fair wear and tear excepted.
- 7.4 On expiry or earlier termination of this Licence either as to the whole or any part of the Licence Area, the Licensee shall not be entitled to compensation for any improvements and any structures remaining on the Licence Area and such improvements and structures shall become the property of the Grantor and thereafter shall be at the risk of the Grantor in all respects or, if required by the Grantor, shall be removed by the Licensee at the Licensee's expense, with all resulting damage to the Licensed Area to be made good by the Licensee at the Licensee's expense.

## **8 ALTERATIONS OR ADDITIONS**

- 8.1 The Licensee shall not make any alterations or additions to any part of the Wharf situated on the Licensed Area or replace it (*Works*) without first obtaining the Grantor's written approval (which will not be unreasonably or arbitrarily withheld). The Grantor will not withhold its consent to the replacement of that part of the Wharf which is situated on the Licensed Area if the replacement is not bigger than, and not materially different in appearance from, the structure which it replaces. In seeking the Grantor's approval the Licensee shall first submit detailed plans and specifications of the Works.
- 8.2 The Licensee shall pay on demand all reasonable costs incurred by the Grantor in considering the proposal.
- 8.3 Before carrying out any approved Works, the Licensee shall obtain from every competent authority all consents and approvals needed to enable the Works to be lawfully effected, and at the Grantor's request, produce for the Grantor's inspection copies of all such consents and approvals.
- 8.4 The Works shall be supervised by a suitably qualified person and be carried out by suitably qualified contractors and tradespersons using materials which meet standards and specifications that comply with the consents and approvals referred to above.

- 8.5 The Licensee shall not erect any signs or advertising on the Licensed Area without the prior written approval of the Grantor (which will not be unreasonably or arbitrarily withheld).

## 9 SAFETY

The Licensee shall undertake the Licensed Activity in a safe and reliable manner and with due regard for the safety of members of the public who have access to the Licensed Area and shall maintain the Wharf in a safe condition.

## 10 INSURANCES AND INDEMNITY

- 10.1 The Licensee shall keep current at all times during the Licensee's occupation of the Licensed Area a policy of public risk insurance applicable to the Licensed Area and the Licensed Activity for an amount not less than \$1,000,000 (being the amount which may be paid out arising out of any single accident or event) or such higher amount as the Grantor may from time to time reasonably require.

- 10.2 The Licensee shall indemnify the Grantor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Grantor shall become liable arising from the Licensee's conduct of the Licensed Activity and its occupation and use of the Licensed Area unless such loss, damage or injury is caused or contributed to by any act, omission, neglect or breach of this Licence on the part of the Grantor or any employee, contractor or agent of the Grantor.

## 11 ANNUAL BUILDING WARRANT OF FITNESS

The Licensee shall comply with the requirements of the Building Act 1991 relating to:

11.1 the supply and display of an annual building warrant of fitness; and

11.2 the retention, for inspection purposes, of the compliance schedule for the Wharf and reports on the requirements of that schedule.

## 12 ASSIGNMENT

- 12.1 The Licensee shall not transfer, sublicense, assign, mortgage, or otherwise dispose of the Licensee's interest under this Licence or any part thereof without the prior written consent of the Grantor. However such consent shall not be withheld if the Licensee proposes to transfer this Licence to any person to whom it is to transfer its interest in its adjoining land and such person is solvent and reasonably capable of performing its obligations under this Licence.

- 12.2 If the Grantor gives consent under this clause, the Licensee shall procure from the transferee, sublicensee or assignee a covenant to be bound by the conditions of this Licence (including this *clause 12*). Upon any assignment or transfer taking

effect, the Licensee will be released from its obligations under this Licence, except any liability for a breach which occurred prior to the date of the assignment.

### 13 TERMINATION

13.1 The Grantor may terminate this Licence:

13.1.1 by 90 days notice in writing to the Licensee if:

- (a) any money payable to the Grantor under this Licence is in arrears and unpaid for 28 days after any of the days appointed for payment; or
- (b) the Licensee breaches any term of this Licence, the Grantor has notified the Licensee in writing of the breach and the Licensee does not rectify the breach within 90 days of receiving notification;

13.1.2 by 14 days notice in writing to the Licensee if:

- (a) the Licensee fully ceases to conduct the Licensed Activity; or
- (b) the Licensee is convicted of an offence under the Act or any of the statutes listed in the First Schedule to the Act in relation to its activities on the Licence Area or the Station Areas.

13.2 If the Grantor terminates this Licence under this *clause 13*, all rights of the Licensee shall absolutely cease but the Licensee shall not be released from any liability to pay the Licence Fee or other money payable by the Licensee up to the date of termination or for any breach of any term up to the date of termination.

13.3 The Grantor may exercise its right under this *clause 13* to terminate this Licence notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

13.4 If the Licensee wishes to surrender this Licence during the currency of the term, such surrender may be accepted by the Grantor on such conditions as the Grantor may deem appropriate.

### 14 POWERS, RIGHTS AND AUTHORITIES

All powers, rights and authorities of the Grantor under this Licence and any notice required to be given by the Grantor may be exercised and given by the Director-General of Conservation or any officer, servant, employee or agent of the Director-General of Conservation.

## 15 NOTICES

15.1 All notices under this Licence shall be in writing. They shall be delivered personally or, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in *clause 15.2*. A notice given in accordance with this clause shall be deemed to have been received:

15.1.1 in the case of personal delivery, on the date of delivery;

15.1.2 in the case of a letter, on the third working day after posting; and

15.1.3 in the case of facsimile, on the date of dispatch.

15.2 The addresses for service of notice are:

15.2.1 **Grantor:** Regional Conservator Otago  
PO Box 5244  
DUNEDIN

Facsimile: (03) 477 8626

15.2.2 **Licensee:** Te Rūnanga o Ngāi Tahu

## 16 COSTS

16.1 The Licensee shall pay the costs of the Grantor in enforcing or attempting to enforce its rights and powers under this Licence if the Licensee is in default.

16.2 The Licensee shall pay all costs reasonably incurred by the Grantor incidental to any application for consent or approval necessary in terms of this Licence whether or not such consent is granted.

## 17 PUBLIC ACCESS

17.1 The public shall at all times have access on foot to, over and across all parts of the Licence Area, but nothing in this clause gives the public the right to enter the Wharf.

17.2 Nothing contained or implied in this Licence confers on the Licensee exclusive possession or exclusive rights to or over any part of the Licence Area.

17.3 The right is reserved for agents or servants of the Grantor to enter upon the Licence Area at any time for the purpose of inspecting the Licence Area and the Wharf.

**18 DISPUTE RESOLUTION AND ARBITRATION**

- 18.1 If any dispute arises between the parties in connection with this Licence, the parties shall without prejudice to any other rights they may have under this Licence, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 18.2 If the parties are unable to resolve the dispute by negotiation or other informal means within 21 days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996.

**EXECUTED** on the date first written above.

*[Execution provisions to come]*

**APPENDIX**

**PLAN OF AREA**

*(Clause 1.1, Definition of Licence Area)*

*[Detail from Allocation Plan HC 517 to be inserted]*

## TERMS OF TRANSFER - VARIATIONS

**ATTACHMENT 10.20**  
**TERMS OF TRANSFER - VARIATIONS**  
*(Clause 10.12.4)*

**PART A: VARIATIONS TO TERMS OF TRANSFER**  
**IN ATTACHMENT 6.4**

- 1 The parties agree that *Attachment 6.4* will apply to the transfer of the Station Areas as if:
  - 1.1 All references to “a property” or the “Farm” were to the Station Areas;
  - 1.2 All references to any Lease and requirements relating to any Lease were omitted, it being agreed that the Station Areas will be transferred with vacant possession;
  - 1.3 The possession date was the Completion Date as defined in *clause 10.1*; and
  - 1.4 *Paragraph 7* was omitted.

**PART B: ADDITIONAL PROVISIONS FOR TERMS OF TRANSFER**

**2 CATTLEYARDS - GREENSTONE VALLEY**

Te Rūnanga acknowledges that OTS has, at Te Rūnanga's request, arranged for the construction of replacement cattleyards in the Greenstone Valley at a cost equal to the cost of all materials and labour required for such construction (which cost will be notified to, and approved by, Te Rūnanga, with approval not to be arbitrarily or unreasonably withheld). OTS agreed to undertake the construction of those cattleyards on the understanding that Te Rūnanga would, in addition to the Transfer Value, pay to the Crown an amount equal to such cost of the cattleyards. Accordingly, Te Rūnanga agrees to pay such sum, in addition to the Transfer Value, plus GST, on the Completion Date.

**3 FENCING**

The Crown will, prior to the Completion Date, construct fences between the Lake Rere track and the farm land adjacent to it and the area between the Greenstone road end carpark and the Greenstone river stock bridge. The exact fencing lines will be agreed between the Crown and Te Rūnanga and the fences shall be built to the standards specified in *Appendix 1*. Te Rūnanga acknowledges that the Crown has, prior to the date of this Deed, constructed a fence in the Routeburn field area to the standard specified in *Appendix 1*.

**4 TRANSFER OF BUILDINGS - ELFIN BAY WHARF**

The Crown will transfer to Te Rūnanga on the Completion Date its right, title and interest in the building adjacent to the Elfin Bay Wharf, situated on the area of the marginal strip which is subject to the occupation licence to be entered into by the Crown pursuant to *clause 10.11*. The parties acknowledge that the depreciated book value, as at Completion Date of this building shall be taken into account in determining the Transfer Value and that no additional amount shall be payable by Te Rūnanga in respect of it.

**5 REMOVAL OF FENCE**

The Crown will, at its cost:

- 5.1 remove the remains of the damaged post and wire fence situated in the Upper Caples Valley prior to the Completion Date; and
- 5.2 make good all soil and other damage incurred as a result of such removal.

**6 TRANSFER OF BRIDGES**

The Crown will transfer to Te Rūnanga on the Completion Date:

- 6.1 its right, title and interest in the stock bridge situated on the land which is to be subject to the licence set out in *Attachment 10.14*; and
- 6.2 an undivided one half interest in the stock bridges situated on the land which is to be subject to the Licences set out in *Attachments 10.15* and *10.16*, so that such stock bridges and the rights of the Licensees under such Licences will thereafter be held by the Crown and Te Rūnanga as tenants in common in equal shares.

**7 ARRANGEMENTS RELATING TO STEEL CREEK LODGE, MCKELLAR LODGE AND ROUTEBURN WALK**

7.1 Te Rūnanga acknowledges that:

7.1.1 the transfer of the Station Areas to Te Rūnanga:

- (a) is subject in all respects to the reservation by the Crown of the rights of Routeburn Walk Limited and E.R. Hagaman under the agreements listed in *Appendix 2*, insofar as they relate to the Station Areas; and
- (b) includes the transfer to Te Rūnanga of the Crown's rights under those agreements, to the extent that they relate to the Station Areas; and

- 7.1.2 where any agreement relates to both the Station Areas and any land which will remain owned by the Crown after the Completion Date, the parties will enter into such arrangement as is necessary to apportion the interests of the parties relevant to each party's land.
- 7.2 Te Rūnanga and the Crown will, on the Completion Date, enter into documents in the form agreed between Te Rūnanga and the Crown in order to preserve the rights of Routeburn Walk Limited and E.R. Hagaman under the agreements listed in *Appendix 2*, insofar as they relate to the Station Areas, and to transfer to Te Rūnanga the Crown's rights under those Agreements
- 7.3 It is acknowledged that the Crown has agreed to assign to Te Rūnanga all the Crown's benefit under the document listed as Item 6 in *Appendix 2 (Option Deed)*, and that the document assigning such benefit is one of those referred to in *paragraph 7.2* to be entered into on the Completion Date. If Te Rūnanga subsequently exercises the option under the Option Deed, the Crown will:
- 7.3.1 grant to Te Rūnanga a licence to occupy the site of the McKellar Lodge and an area of 2 metres around the perimeter of the McKellar Lodge, such licence to be in the same form as the licence set out in *Attachment 10.18*, with all necessary modifications; and
- 7.3.2 grant an easement for Te Rūnanga and its employees, agents and invitees to have access over the Crown's land between the McKellar Lodge and Te Rūnanga's adjoining land for so long as such licence to occupy the site of the McKellar Lodge subsists.
- 7.4 In the event of the total destruction of the McKellar Lodge, Te Rūnanga agrees that it will not replace the Lodge on its current site, but will allow the licence and easement referred to above to lapse. Te Rūnanga will also not be liable to repair partial damage to the McKellar Lodge (unless it otherwise chooses to) and may, at its discretion, terminate the licence referred to in *paragraph 7.1* in the event of partial damage to the McKellar Lodge.

## 8 GOOD HUSBANDRY

- 8.1 The Crown shall, in accordance with good farming practice and the normal course of business, maintain all buildings, improvements and other fixtures on the Station Areas to the same standard they were in at the date of this Deed, fair wear and tear excepted, or if some lesser standard is recognised in establishing a revised Transfer Value during Adjustment, to a standard no worse than that lesser standard, fair wear and tear excepted.

8.2 From the date referred to in *clause 10.13.14*, the Crown shall farm the Station Areas in accordance with the accepted practice of good husbandry in the district and shall not remove from the land any trees or improvement or fixtures on the land including, but not by way of limitation, any building, radio/telecommunication mast and T.V. aerial and appurtenant wiring, gas, electric or other range, blinds, tank, bath, fences and gates or other fixtures on the Station Areas at the date of this Deed. The removal of such items before Completion Date, (where the items were present at the date of this Deed) will be relevant for the purposes of the adjustment referred to in *clause 10.13.6* and the final determination of Transfer Value under the Terms of Transfer.

## 9 TRANSFER OF LIVESTOCK

- 9.1 The Crown shall transfer to Te Rūnanga all stock (comprising sheep, cattle and deer) which are situated on the Station Areas or the areas which are to be subject to the grazing licence set out in *Attachment 10.10* on the Completion Date.
- 9.2 No later than the date which is 20 Business Days after the Legislation Date, the Crown and Te Rūnanga shall each appoint a suitably qualified person (in this paragraph *representatives*) jointly to establish the numbers of stock and jointly to assess the value of the stock as at the Completion Date.
- 9.3 The two representatives shall jointly appoint another suitably qualified independent person to act as an expert in determining any dispute under this *paragraph 9*. If agreement is not reached on such expert within 5 Business Days after the appointment of the representatives, either representative may request the President of the Institute of Valuers (or his or her nominee) to appoint a suitably qualified independent person as the expert.
- 9.4 The parties acknowledge that it will not be practical to undertake special musters of stock for the purposes of this *paragraph 9*. Accordingly, the counting of stock numbers will occur when normal musters occur as part of the farming operations, being:
- 9.4.1 *Cattle*: during the month of April;
- 9.4.2 *Sheep*: during the month of June; and
- 9.4.3 *Deer*: during the month of June.
- 9.5 Accordingly, the Crown shall give notice to Te Rūnanga of the time that the annual muster of each type of stock is to take place so that arrangements can be made for the representatives and the expert to visit the Station Areas and the area subject to the grazing licence set out in *Attachment 10.10*. The visit or visits will

## TERMS OF TRANSFER - VARIATIONS

be for the purpose of establishing the actual number of stock of each type to be transferred from the Crown to Te Rūnanga and the estimated current market value per head for each class of stock as at the Completion Date. The numbers shall be established by a physical count in the presence of the representatives and the expert.

9.6 Subject to *paragraph 9.9*, in order to make allowance for the delay between the date of the physical count of cattle and the Completion Date, the number of cattle for transfer shall be the number established by the physical count in April,

9.6.1 *plus* any new cattle beasts purchased,

9.6.2 *less* any cattle beasts sold and actual deaths in cattle observed and verified by the Station Manager between the date of the physical count and the Completion Date, plus an allowance of 0.25% applied to the numbers of each class of cattle (excluding bulls) to cover unsighted deaths.

9.7 The Crown shall deliver possession of the stock on the Completion Date and Te Rūnanga shall pay the Crown the agreed or determined price plus GST on the Completion Date.

9.8 Any default by either party under this *paragraph 9* does not entitle the other to cancel or refuse to settle the agreement for sale and purchase of the Station Areas constituted by the Terms of Transfer.

9.9 In respect of each type of stock, if the Completion Date falls on or after the next Business Day after the expiration of the period of 30 Business Days commencing on the date that the muster took place under *paragraph 9.5*, then:

9.9.1 no later than 10 Business Days prior to the Completion Date the representatives shall attempt to agree a suitable allowance for the delay between the date of the muster of that type of stock and the Completion Date, having regard to:

- a) the number and type of stock that have been sold and purchased in the ordinary course of business since the date of such muster;
- b) the number and type of stock that would normally be expected to be born and to die in weather conditions experienced since the date of such muster;

9.9.2 if agreement has not been reached by the date referred to in *paragraph 9.9.1*, the matter will be decided by the expert appointed under the *paragraph 9* in

the following 5 Business Day period and his or her determination will be binding on the parties; and

9.9.3 if, at the next muster, it is established that the allowance made under *paragraph 9.9.1* or *9.9.2* was incorrect (other than to an immaterial extent), then an appropriate adjustment will be made between the parties and, if the parties cannot agree on the need for, or extent of, such adjustment, the matter will be decided by the expert appointed under this *paragraph 9* and his or her determination will be final.

## 10 PLANT AND CHATTELS

10.1 No later than the date which is 40 Business Days before the Completion Date, the Crown shall give to Te Rūnanga a schedule (*Schedule*) listing, in respect of the Station Areas:

10.1.1 all the household chattels (if any), farming vehicles and farming plant and equipment (whether or not they are chattels) which have a depreciated book value greater than \$100 as at 30 June in the previous year, plus any additional plant and chattels purchased since that date and less any plant and chattels disposed of during that year; and

10.1.2 all consumable items (being animal drenches and remedies, weed spray, grain, bulk fuel, hay and haylage),

all of which will be transferred to Te Rūnanga on the Completion Date;

In this *paragraph 10*, the phrase *farming plant and equipment* does not include any item which was, or should have been, taken into account in accordance with the standard valuation practice in establishing the Market Value of the Station Areas under the Valuation Methodology.

10.2 No later than the date which is 20 Business Days after the Legislation Date, Te Rūnanga and the Crown shall each appoint a suitably qualified plant and machinery valuer (in this *paragraph 10*, *representative*) to assess the value of the plant and consumables on the Schedule and the value of any hand tools and sundry plant with an item value of less than \$100 (*Minor Plant*), which are to be valued as a lump sum valuation.

10.3 The two representatives shall jointly appoint another suitably qualified independent person to act as an expert in determining any dispute under this *paragraph 10*. If agreement is not reached on such expert within 5 Business Days of the appointment of the representatives, either representative may request the

President of the Institute of Valuers (or his or her nominee) to appoint a suitably qualified independent person to act as the expert.

- 10.4 The Crown shall ensure that the items listed on the Schedule and the Minor Plant are kept in the same condition they were in (fair wear and tear excepted) on the date of the Schedule and are situated on the Station Areas on the Completion Date.
- 10.5 Not earlier than 20 Business Days prior to the Completion Date, the two representatives and the expert shall, unless they agree otherwise, visit the Station Areas to assess the value of all of the items on the Schedule and the Minor Plant. Any dispute will be referred to the expert whose decision will be final and binding on the parties.
- 10.6 The Crown shall deliver all items on the Schedule and the Minor Plant on the Completion Date and Te Rūnanga shall pay the Crown the agreed or determined price plus GST (if any) on the Completion Date.
- 10.7 Any default by either party under this *paragraph 10* does not entitle the other to cancel or refuse to settle the agreement for sale and purchase of the Station Areas constituted by the Terms of Transfer.

**APPENDIX 1****FENCING STANDARDS***(Paragraph 3)***1 Fence between Public Easement (Lake Rere track) and adjacent farm land**

General - Fence type - post and waratah with Cyclone twinlock field high tensile netting with high tensile steel wire top and bottom. Line to be pegged by Farm Manager. Gates to be positioned as directed by Farm Manager.

Strainers 2.1m x 175 - 225mm located at end of each strain.

Posts 1.8m x 125 - 150mm at 15m spacing.

Waratah standards 1.65m at 3m spacing.

Netting 8 wire 900mm high 150mm spacing.

Plain wire 3.15mm high tensile steel. 2 wires - bottom wire to be minimum clearance of 50mm from ground.

Gates 4.25m Hurricane cattle gates with good quality gudgeons, fasteners and staples.

A minimum of 5 gates to be located as directed by Farm Manager.

Department of Conservation to reinstate farm subdivisional fences as directed by Farm Manager and to erect post and rail crossing points with stile where these fences cross the easement. An underground power cable to carry electric fence power supply under easement to fences of lower terrace. These to be installed as part of fencing contract and as directed by Farm Manager.

Easement from terrace edge fence to Elfin Bay to be located on the lake side of the existing fence east of the present laneway.

**2 Fence in area between Greenstone road end carpark and Greenstone river stock bridge through Department of Conservation land**

General - Access to be double fenced with post, waratah standards, Cyclone twinlock field high tensile netting with high tensile steel wire top and bottom. Final 25m approach to bridge to be post and rail on each side.

Strainers 2.1m x 175 - 225mm located at end of each strain.

Posts 1.8m x 125 - 150mm at 15m spacing.

Waratah standards 1.65m at 3m spacing.

Netting 8 wire 900mm high 150mm spacing.

Plain wire 3.15mm high tensile steel. 2 wires - bottom wire to be minimum

## TERMS OF TRANSFER - VARIATIONS

of 50mm from ground.

Post and rail:

Posts	1.8m x 125 - 150mm at 2m spacing.
Rails	150mm x 40mm tanalised rough sawn - 4 horizontal rails with cap rail spaced as directed by Farm Manager.
Gates	Wooden to be made and positioned as directed by Farm Manager.

### 3 Fencing built by Crown in Routeburn Field Area

Specification of new fencing on the northern boundary of Routeburn with the National Park is divided into four to accommodate the markedly different risk of fences being swept away by flood water from Burn Stream and the Dart River.

- (a) Areas of low - moderate flood risk. Fence type - post, standard with 1 barb and 6 plain wires.

Strainers 2.1m x 175 - 225mm located at end of each strain.

Posts 1.8m x 125 - 150mm at 21m spacing.

Waratah standards 1.65m at 3m spacing.

Barb wire 2.5mm high tensile 150mm barb - Top wire.

Plain wire 2.5mm high tensile steel. 6 wires spaced to suit waratah.

- (b) Area of moderate flood risk (Dart River). Fence type - waratah standard with 3 electrified wires.

Strainers 2.1m x 175 - 225mm located at end of each strain.

Angle posts 1.8m x 125 - 150mm.

Waratah standards 1.65m at 6m spacing.

Plain wire 2.5mm high tensile steel 3 wires to suit waratah and electrified.

- (c) Area of high flood risk -normal annual flood floodway of Burn Stream. Fence type - waratah standard, 3 electrified wires and tapes.

Waratah standards 1.65m at 20m spacing.

Plain wire 2.5mm high tensile steel. 3 wires electrified.

Electric tape 3 strands fix with plain wire as visual warning barrier for stock.

- (d) River crossing, river banks and unstable flood areas with frequent debris and log movement. Single electrified plain 2.5mm high tensile electrified steel

## TERMS OF TRANSFER - VARIATIONS

wire with electrified tape as marker tape positioned as necessary according to terrain.

Stiles provided by Department of Conservation for public crossing points where fences cross the Burn stream grassed bank margin.

Hazard signs supplied by Department of Conservation to warn public of electrified fencing.

**APPENDIX 2****AGREEMENTS RELATING TO LODGES AND RWL***(Paragraph 7.1)*

1. Greenstone Walk Concession Agreement dated 11 July 1991.
2. Greenstone Walk Concession Assignment Deed dated 30 July 1992.
3. Elfin Bay Concession Agreement dated 11 July 1991.
4. Elfin Bay Concession Assignment Deed dated 30 July 1992.
5. Agreement to Lease Accommodation Lodges dated 6 June 1992.
6. Greenstone Valley Walk Huts Option Deed dated 27 July 1992.
7. Hut Site Agreement dated 11 July 1991.
8. Greenstone Station Hut Site Assignment Agreement dated 27 July 1992.
9. Landing Rights Deed dated 27 July 1992.
10. Hut Sites - General Agreement dated 27 July 1992.
11. Concession Deed dated 27 June 1992.