

JOHN ALLANDALE LEE and  
MARY HELEN LEE

AND

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

AND

HER MAJESTY THE QUEEN  
acting by and through the  
Commissioner of Crown Lands

AND

NORDIC SKI AREA LIMITED

AND

LANDCORP PROPERTY LIMITED

AND

MINISTER OF CONSERVATION

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AGREEMENT - WAIORAU STATION

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Regional Solicitor  
Department of Conservation  
DUNEDIN

AGREEMENT made this 27 day of August 1994 AMONG JOHN ALLANDALE LEE of Cardrona Farmer and MARY HELEN LEE of Cardrona Married Woman (hereinafter [except as provided in clause 7] together with their respective executors administrators and assigns called "the Lessees") of the first part HER MAJESTY THE QUEEN acting by and through the Minister of Conservation (hereinafter together with her successors and assigns called "the Crown") of the second part HER MAJESTY THE QUEEN acting by and through the Commissioner of Crown Lands (hereinafter together with her successors and assigns called "Her Majesty") of the third part NORDIC SKI AREA LIMITED a duly incorporated company having its registered office at Cardrona Highway 89 Wanaka (hereinafter together with its successors and assigns called "the Company") of the fourth part LANDCORP PROPERTY LIMITED at Wellington of the fifth part and the MINISTER OF CONSERVATION of the sixth part WHEREBY IT IS AGREED by and among the parties hereto as follows:

- 1
  - a THE Lessees shall surrender to Her Majesty their respective interests as Lessees in the land in the first schedule (hereinafter called "the land") and Her Majesty shall accept such surrender.
  - b WHEN requested to do so by Her Majesty the Lessees shall surrender to Her Majesty their respective interests as lessee in the land free from all leases mortgages charges and other encumbrances. The surrender shall take effect on the 31st day of December 1993. The Lessees shall pay any preparation fees payable for preparation and registration of the surrender.
  - c VACANT possession of the land shall be given by the Lessees and taken by Her Majesty on 31 December 1993 and all rates insurance and other outgoings exclusive of land tax shall be adjusted to that date and thenceforth paid and discharged by Her Majesty to the extent of her legal liability.
  - d UNTIL the land is surrendered the Lessees shall keep and maintain all improvements thereon in good repair order and condition.
  - e UNTIL physical possession of the land shall have been given by the Lessees and taken by Her Majesty the Lessees shall farm the land in a good and husbandlike manner.
  - f THE Lessees shall not damage or destroy any trees bush scrub or indigenous vegetation on the land after the execution of this agreement by them.
- 2 HER Majesty shall take all the steps necessary to have a freehold certificate of title over that part of the land referred to in the second schedule issued to the Company. The date of issue shall be the same date as the date on which the surrender of the land takes effect and the title shall be issued subject to such reservations as the law requires. The purchase price shall be the sum of [DELETED] plus Goods and Services Tax. The Company shall be responsible for payment of any preparation and registration fees.
- 3 THAT part of the land referred to in the third schedule shall be created a scenic reserve as soon as practicable after the surrender referred to in clause 1 all costs in connection therewith to be borne by the Crown.

**THE** Company shall grant:

- a A right of way easement for vehicle access only over the formed access between the points marked "X" and "Y" (these points being the Waiorau homestead and the skifield car park respectively) in favour of the land in the third schedule. The easement shall be granted subject to the following conditions:
- i The Company reserves the right to refuse access when in its discretion it considers weather surface conditions or for commercial reasons to be such that access should be denied. Such discretion will not be exercised unreasonably.
  - ii Access will be available on payment of the road toll set for public users of the scenic reserve.
  - iii Neither the Company nor the Minister of Conservation accepts any liability for damage to any vehicle.
  - iv Unoccupied vehicles left overnight in the car park must display on the windscreen a card showing the intentions of their occupants.
- b A right of way easement on foot only between the points marked "Y" to "Z" (the point "Z" being the Meg River) in favour of the land in the third schedule.

5 **HER** Majesty shall grant to the Company a recreation permit pursuant to section 66A of the Land Act 1948 over that part of the land referred to in the fourth schedule. The permit shall commence on 1 January 1994 and terminate on the date the land in the permit is gazetted as a scenic reserve. The permit shall otherwise be on the terms and conditions shown attached and marked "Permit".

6 **THE** Company shall grant to the Minister of Conservation a conservation covenant over that part of the land referred to in the fifth schedule the covenant to be on the terms and conditions shown attached and marked "Covenant" but containing any necessary alterations required to enable it to be registered.

7 **THE** Minister of Conservation shall use his best endeavours to grant to the Company a lease over that part of the land referred to in the fourth schedule the lease to commence on the date that that part of the land is gazetted as a scenic reserve and to be on the terms and conditions shown attached and marked "Reserve Lease".

8 **UPON** the execution of this agreement Landcorp Property Limited will do and execute all acts and documents necessary to satisfy all survey requirements relating to this agreement. The other parties shall do all things reasonably necessary to enable all survey requirements to be satisfied. If Landcorp Property Limited is unable to comply with its obligations relating to this clause then this agreement shall be void and of no effect and the other parties hereto shall have no claim whatsoever against Landcorp Property Limited in the event of Landcorp Property Limited being unable to comply with this clause. The cost of satisfying this clause shall be borne by the Lessees.

9 **THE** land referred to in this agreement is shown as far as possible on the plan attached and this agreement shall not be affected by reason of any different areas from those shown or indicated in the schedules being determined by virtue of the survey to be carried out.

J THE recreation permit RP 11 shall be terminated as at 31 December 1993 and the parties to the permit shall take whatever action is required to terminate it.

**FIRST SCHEDULE**

6753.6975 hectares more or less being the land in pastoral lease P 250 recorded as Register No. A2/1226 (Otago Registry).

**SECOND SCHEDULE**

2735 hectares more or less (subject to survey) being that part of land in pastoral lease P 250 outlined in pink on the map attached.

**THIRD SCHEDULE**

4018 hectares more or less (subject to survey) being that part of the land in pastoral lease P 250 outlined in green on the map attached.

**FOURTH SCHEDULE**

That part of the land in pastoral lease P 250 hatched with black lines on the map attached.

**FIFTH SCHEDULE**

That part of the land in pastoral lease P 250 coloured blue on the map attached.

SIGNED by JOHN ALLANDALE LEE )  
and MARY HELEN LEE )

*John O'Lee*  
*M. H. Lee*

THE COMMON SEAL of NORDIC SKI AREA )  
LIMITED was hereunto affixed in the )  
presence of: )

Karon Valerie Clave \_\_\_\_\_  
Karon Valerie Clave \_\_\_\_\_



*John O'Lee*  
*M. H. Lee*

SIGNED for and on behalf of **HER** )  
**MAJESTY THE QUEEN** by Jeff Connell an )  
officer of the Department of Conservation )  
pursuant to a designation given to him by the )  
Director-General of Conservation and dated the )  
30th day of June 1989 )



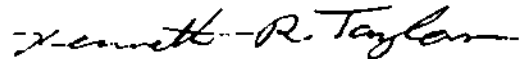
SIGNED for and on behalf of the **MINISTER** )  
**OF CONSERVATION** by Jeff Connell an )  
officer of the Department of Conservation )  
pursuant to a designation given to him by the )  
Director-General of Conservation and dated the )  
30th day of June 1989 )

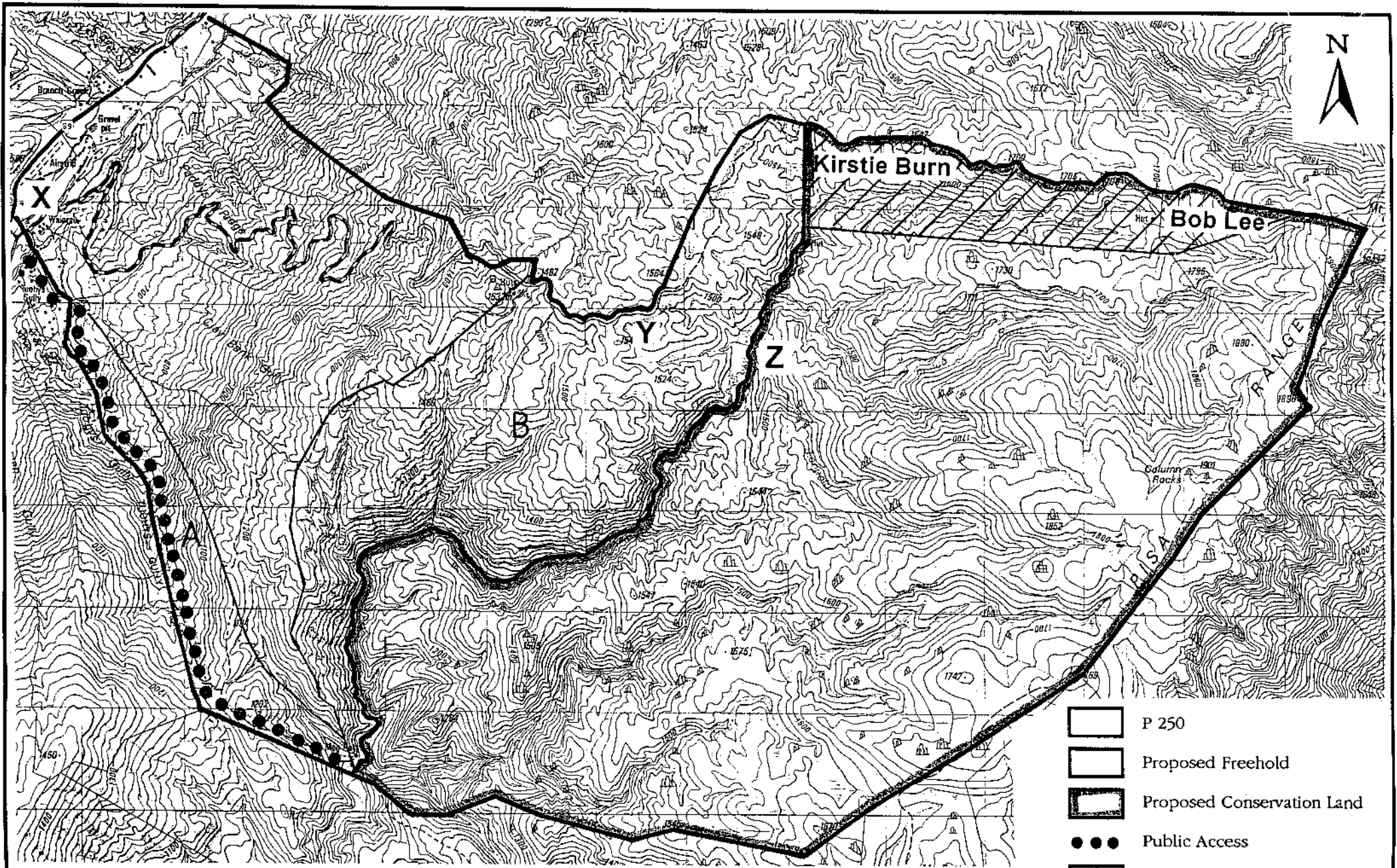


SIGNED for and on behalf of the **OFFICE** )  
**OF CROWN LANDS** by Murray Mackenzie )  
pursuant to a designation given to him by the )  
Commissioner of Crown Lands and dated the )  
19th day of April 1994 )



SIGNED for and on behalf of **LANDCORP** )  
**PROPERTY LIMITED** by Ken Taylor )  
pursuant to a designation given to him )










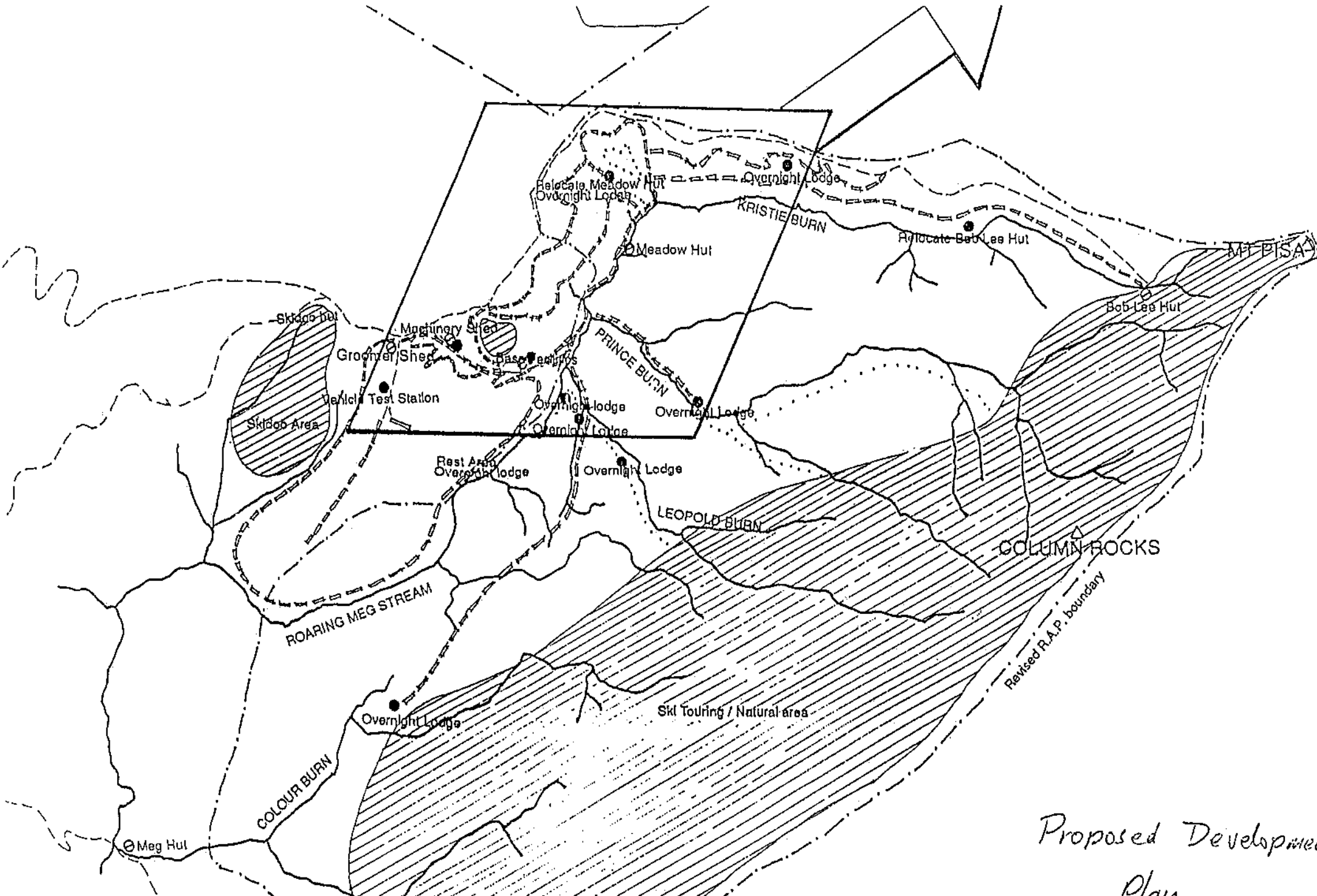


# Waiorau Locality Map

CO File : P 250  
Estate Map No : F 41

Date : Sept 93

-  P 250
-  Proposed Freehold
-  Proposed Conservation Land
-  Public Access
-  Covenant for Historic Purposes
-  Covenant for Landscape
-  Recreation Permit



Proposed Development  
Plan

## RECREATION PERMIT UNDER THE LAND ACT 1948

**WHEREAS** the Commissioner of Crown Lands and the Director-General of Conservation acting for and on behalf of **HER MAJESTY THE QUEEN** (hereinafter referred to as "the Grantor") has under the provisions of the Land Act 1948 authorised a recreation permit be issued to **NORDIC SKI AREA LIMITED** (hereinafter referred to as "the Permit Holder") over that piece or parcel of land more particularly described in the Second Schedule hereto (hereinafter referred to as "the said land". **NOW THEREFORE** the Grantor doth hereby authorise the Permit Holder to use the said land for the purpose and activities set out in the First Schedule hereto (hereinafter referred to as "the said ski operation") for a term of 30 years commencing on the first day of January 1994 **SUBJECT TO** the payment of fees as is hereinafter set out payable without demand **AND SUBJECT ALSO** to the following conditions viz:

- 1 **THE** fee to be one per cent plus GST of the annual revenue from admission fees received by the Permit Holder which relates to the nordic cross-country skiing business plus the sum of \$500.00 plus GST for each hut complex on the land.
- 2 **THE** permit grants a right to the holder to carry out commercial nordic skiing within the permit area only. Any other activity requires a further application.
- 3 **THE** operation is to be carried out in a safe and professional manner.
- 4 **THE** Permit Holder is to provide the Grantor with a written statement of the number of patrons who used the activity. This statement is to be signed by the permittees accountant or solicitor and must be received by the Grantor no later than 31 December each year.
- 5 **THE** Permit Holder is to pay the fee calculated on the basis set out in condition 2 within 30 days of receipt of an invoice from the Grantor.
- 6 **NO** new buildings nor any structure is to be erected on the permit area without consent of the Grantor.
- 7 **NON-USE OF PERMIT:**

Where the permit is not in active use it may be revoked unless good cause can be shown why this should not happen.

8 **SERVICE TO THE PUBLIC:**

The Permit Holder is required to provide and maintain a high standard of services and facilities to the public.

9 **FIRES:**

The Forest and Rural Fires Act 1977 makes it an offence to:

- a allow a fire to spread on to a state area (section 25)
- b leave burning or smouldering substance in the open air (section 43).

10 **TRANSFER:**

The permit may not be transferred.







THE COMMON SEAL of the NORDIC )  
SKI AREA LIMITED as Grantee was )  
affixed in the presence of: )

John O'Keefe Director

J. W. Young Director

1

### **FIRST SCHEDULE**

That the Permit Holder shall operate a commercial nordic ski operation on the said land in accordance with the terms and conditions as are herein contained and shall provide all the necessary facilities and ancillary services.

### **SECOND SCHEDULE**

Within the area of this recreation permit approval is given to the permitted operator to operate a commercial nordic ski operation on the following property.

An area of 400 ha (approximately) as indicated on the attached plan being part of Run 629 "Waiorau" in Block VIII Cardrona Survey District.

**"COVENANT"**

**CONSERVATION COVENANT**  
**(Section 77 Reserves Act 1977)**

**BETWEEN**      **NORDIC SKI AREA LIMITED** a duly incorporated company having its registered office at Cardrona Highway 89 Wanaka ("the Landholder")  
**AND**              **MINISTER OF CONSERVATION** ("the Minister")  
**WHEREAS**

- A    Section 77 of the Reserves Act 1977 provides that:
- i     the Minister may agree with any owner or lessee of land that all or part of the land should be managed so as to preserve the natural environment or landscape amenity or wildlife or freshwater life or marine life habitat or historical value of the land
  - ii    the terms of such agreement may be recorded in a Conservation Covenant which is registered against the title to the land or the lease so as to bind the land or the lease and its owner or lessee to the performance of the terms of the agreement in perpetuity or for such other period as the parties may agree
- B    the Landholder is registered as proprietor of the land described in the Schedule ("the land")
- C    the Landholder and the Minister have agreed that the land be managed with the following conservation objectives:
- i     protecting and enhancing the natural character of the land with particular regard to the natural functioning of ecosystems and to the native flora and fauna in their diverse communities and dynamic inter-relationships with their earth substrate water courses and the atmosphere
  - ii    protecting the land as an area representative of a significant part of the ecological character of the Pisa Ecological District as referred to in the draft survey report for the Protected Natural Areas Programme for the Lindis Pisa and Dunstan Ecological Districts dated February 1987
  - iii   maintaining the landscape values of the land as referred to in that draft survey report under the heading "LANDEFORM" on page 52
  - iv    maintaining the historic values of the land as referred to in the second edition of "Historic and Archaeological sites on Waiorau Run, Cardrona Valley" by Jill Hamel April 1991.

NOW THEREFORE THIS DEED WITNESSES that in accordance with Section 77 of the Reserves Act 1977 the Landholder and the Minister MUTUALLY COVENANT that the land shall be managed for the purposes and objectives listed in recital C above, and in particular on the following conditions:

- 1    **a**    **THE** Landholder may graze the land outlined in Schedule A to an extent consistent, in the opinion of the Minister, with the objectives of this Deed
- b**    **THE** Landholder will not graze the land outlined in Schedule B except during periods of extreme drought without the prior permission of the Minister.
- 2    **THE** Landholder will maintain all fences and gates on the land and its boundary in a good stockproof condition in order to facilitate proper grazing control.
- 3    **THE** Minister may at any time monitor native vegetation and historic sites on the land in order to determine what trends are occurring in relation to the condition of native vegetation and historic sites.
- 4    **THE** Landholder will, so far as is practicable:
  - a    keep the land free from gorse broom sweetbriar and all noxious plants and in particular shall comply with the provisions of and any notices given under the Noxious Plants Act 1978 and the Biosecurity Act 1993
  - b    keep the land free from rabbits and vermin and in particular comply with the provisions of and any notices given under the Agricultural Pests Destruction Act 1967 and the Biosecurity Act 1993.
  - c    keep the land free from rubbish and other unsightly or offensive material

HOWEVER the Landholder may request assistance from the Minister in meeting these obligations if they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Deed.

- 5    (1) **THE** Landholder will not carry out or allow to be carried out without the Minister's prior approval:
  - a    any tree planting on the land
  - b    any burning on the land
  - c    any prospecting or mining for minerals or other deposits on or under the land
- (2) **THE** Minister will have regard to the objectives of this Deed when considering any request for approval under this clause and will not unreasonably decline approval.
- 6    **THE** Minister may exercise his right to object to any mining licence application which conflicts with the objectives of this Deed.
- 7    **a**    **THE** Landholder will notify the appropriate Fire Authority (District Council or Minister as the case may be - see section 2 Forest and Rural Fires Act 1977) in the event of wildfire threatening the land.
- b**    **IF** the Minister is not the Fire Authority for the land under threat the Minister will render assistance to the Fire Authority in suppressing the fire if requested to do so or if a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977 is in place between the Minister and the Fire Authority.

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c **THIS** assistance will be at no cost to the Landholder unless the Landholder is responsible for the wildfire through wilful action or negligence (which includes the case where the wildfire is caused by the escape of a permitted fire due to non-adherence to the conditions of the permit).

8 **THE** Landholder grants to the Minister and any officer or duly authorised agent of the Minister a right of access onto the land with or without vehicles motor vehicles machinery and implements of any kind for the purposes of examining and recording the condition of the land or for carrying out protection or maintenance work on the land consistent with the objectives set out in this Deed; **HOWEVER** in exercising this right the Minister and officers or agents of the Minister will consult with the Landholder in advance and have regard to all reasonable requests.

9 **THE** Minister and the Landholder will develop an integrated interpretation package to explain the natural and historical environment of the land as well as providing information on the nordic ski area.

10 **THE** Landholder will allow the Meg Hut to be used by any member of the public on a first come first served basis on payment of such fee as the Landholder and the Minister shall from time to time decide. The Landholder and the Minister shall jointly manage and maintain the Meg Hut. Both the Landholder and the Minister may collect the fee and both parties shall keep accurate records of the amounts collected and make them available to the other party on request.

11 **THE** following provisions apply to that part of the land in schedule A:

- a The Landholder will not carry out or allow to be carried out without the Minister's prior approval any earthworks or other soil disturbance near or on the water races pack tracks dams reservoir or sluiced areas. The Minister will have regard to the objectives of this Deed when considering any requests for approval and will not unreasonably decline approval.
- b The Landholder and the Minister may jointly from time to time remove the woody vegetation near the historic sites to prevent root damage to the earthworks.
- c The Landholder will when directed by the Minister exclude cattle from the dams and reservoirs if monitoring of the dams and reservoirs by the Minister indicates some deterioration in the earthworks and the Minister will assist in excluding cattle by erecting at his own cost fencing around the areas affected by the cattle grazing.
- d The Landholder will permit members of the public access onto the land along the existing formed farm track and the Cardrona Pack Track to the Meg Hut.

12 **THE** following provisions apply to the land in schedule B:

- a The Landholder will prepare a management plan for the Nordic Skifield area review it at least every five years and amend it from time to time so that it takes account of increased knowledge or changing circumstances. This plan will involve appropriate consultants and will also be prepared in consultation with the Minister. The plan will comply with the conditions below.
- b The Landholder will so far as is practicable in the plan and its implementation:
  - i ensure that all buildings and structures have a consistency in design are designed specifically for their sites and have materials form and colours that are sympathetic to the surrounding landscape

- ii ensure that all earth disturbance follows an integrated restoration plan by using exotic grasses on disturbed sites for a quick ground cover and for this to be followed up by utilising specifically for restoration work native plants disturbed on the site or grown elsewhere
- iii ensure that all earth disturbance is designed to respect and maintain the natural range of the terrain and characteristics of the Pisa Range
- iv ensure that minimal disturbance occurs in the ecologically sensitive areas of:
  - areas of bog flush vegetation growing on peaty soils in the area known as Tranquillity
  - areas of *Dracophyllum prunum* and the water races above the Roaring Med at 1300-1600 m on the gorge trail.

If further development in the areas referred to above is envisaged the Landholder will consult with the Minister and action all the Minister's recommendations.

- c The Landholder's development of facilities buildings and structures will be consistent with the Nordic skifield plan.
- 13 **THE** Landholder will meet all survey costs required to complete the registration of this Deed.
- 14 **THE** Minister may:
  - a provide to the Landholder from time to time and at any time upon request by the Landholder such technical advice or assistance as may be necessary or desirable to assist in meeting the objectives set out in this Deed
  - b change individual conditions of this covenant by mutual agreement with the Landholder should there be any change in circumstances in the future
  - c prepare, in consultation with the Landholder, a joint plan for the management of the land designed to implement the objectives of this Deed to the mutual satisfaction of the parties.
- 15 **FOR** the avoidance of doubt:
  - a the covenants contained in this Deed shall bind the Landholder and the Landholder's executors administrators successors and assigns in perpetuity
  - b the Landholder will not be personally liable in damages for any breach of covenant committed after it has parted with all interest in the land in respect of which such a breach occurs
  - c where there is more than one owner of the fee simple title to the land the covenants contained in this Deed shall bind each owner jointly and severally
  - d where the Landholder is a company the covenants contained in this Deed shall bind a receiver liquidator statutory manager or statutory receiver. Where the Landholder is a natural person this Deed shall bind the Official Assignee. In either case this Deed binds a mortgagee in possession
  - e the reference to any Act in this Deed extends to and includes any amendment to or re-enactment of that Act
  - f any notice required to be given in terms of this Deed shall be sufficiently given if made in writing and served as provided in Section 152 of the Property Law Act 1952 and shall be sufficiently given if actually received by the party to whom it is addressed or that party's solicitor

- any notice required to be given by the Minister shall be sufficiently given if it is signed by the Regional Conservator, Department of Conservation, Dunedin. Any notice required to be served upon the Minister shall be sufficiently served if delivered to the office for the time being of the Regional Conservator, Department of Conservation, Dunedin
- h 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 1908

DATED the \_\_\_\_\_ day of 19 \_\_\_\_\_

**SCHEDULE A**

The land shaded red and marked with the letter "A" on the map attached.

**SCHEDULE B**

The land shaded green and marked with the letter "B" on the map attached.

**SIGNED** by Jeff Connell an officer of the )  
 Department of Conservation pursuant to a )  
 designation given to him by the Director- )  
 General of Conservation and dated the 30th day )  
 of June 1989 acting for and on behalf of the )  
 Minister pursuant to section 117 of the Reserves )  
 Act 1977 in the presence of: )

Witness:

Occupation:

Address:

Landholder's attestation clause here

*John Chee*  
*M. A. Lee*

*A*



GRANT OF  
CONSERVATION COVENANT

Correct for the purposes of the Land Transfer  
Act

pursuant to section 77 of  
the Reserves Act 1977

Solicitor for the Minister


NORDIC SKI AREA LIMITED

Covenantor

to

MINISTER OF CONSERVATION

Regional Solicitor  
Department of Conservation  
DUNEDIN



**"RESERVE LEASE"**

**THIS DEED** made the \_\_\_\_\_ day of \_\_\_\_\_ 1994 between the **MINISTER OF CONSERVATION** (hereinafter together with his successors and assigns called "the Lessor") of the one part and **NORDIC SKI AREA LIMITED** a duly incorporated company having its registered office at Cardrona Highway 89 Wanaka (hereinafter together with its successors and assigns called "the Lessee") of the other part **WITNESSETH** that in consideration of the rent hereinafter reserved and of the covenants conditions and agreements on the part of the Lessee hereinafter contained and implied the Lessor **DOES HEREBY LEASE** to the Lessee ALL that piece of land containing \_\_\_\_\_ hectares more or less being

(hereinafter called "the land") shown hatched on the plan attached **TO HOLD** the same for the term of 30 years commencing on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ YIELDING and paying therefor the annual rent hereinafter provided **AND THE LESSEE DOETH HEREBY COVENANT** with the Lessor as follows:

- 1 a **THE** Lessee will pay to the Regional Conservator Department of Conservation Dunedin (hereinafter called "the Regional Conservator") for the first three years of the term an annual rent of one per cent plus GST of the annual revenue from admission fees received by the Lessee which relates to the Nordic cross-country skiing business on the land and any other land held by the Lessee plus the sum of \$500 plus GST for each hut complex on the land.
- b **FOR** the purpose of assessing the annual rent the Lessee shall within one month of the expiration of each year of the term of this lease prepare a statement of the number of people who used the Nordic skifield and huts during the preceding year and shall forward this statement to the Regional Conservator together with the rent referred to.
- c i **BEFORE** the expiry of each period of three years of the term of this lease the annual rent shall be fixed for the next following period of three years.  
ii **THE** Regional Conservator shall give notice in writing to the Lessee of the suggested annual rent for the next ensuing period of three years.  
iii **IF** the parties reach agreement on the suggested rent or any modification thereof the rent so agreed upon shall accrue and become payable from the expiry of the preceding period of three years in lieu of the rent thereby reserved and the payments hereinbefore set forth shall be adjusted accordingly.  
iv **IF** the parties shall fail to reach agreement within three months of service of the notice referred to in subclause ii hereof the annual rent for the next succeeding period of three years shall be fixed and determined by a sole arbitrator in accordance with the provisions of the Arbitration Act 1908 and the decision of the said arbitrator shall be final and binding on the parties.  
v **THE** parties agree that the initial fee reflects the proportion of skiers using the land at the commencement of this lease and any changes to that proportion shall be taken into account on any rent review.

- d **THE** Lessee shall pay and discharge all rates taxes and other charges whatsoever now or hereafter to become payable in respect of its occupation of the land during the term.
- 2 **THE** Lessee shall use the land only for the purposes of a Nordic cross-country skiing business, and for overnight accommodation for persons on a year round basis, and if at any time the Lessor is of the opinion that the land leased is not being used or is not being sufficiently used for those purposes the Lessor after making such enquiries as the Lessor thinks fit and giving the Lessee an opportunity of explaining the usage of the land and if satisfied that the land is not being used or is not being sufficiently used for the purposes specified herein may terminate the lease on such terms as the Lessor thinks fit.
- 3 **THE** Lessee shall at the completion of each season supply to the Regional Conservator a summary of the season's activities. This will include number of days the lease was being used the number of people Nordic cross-country skiing on any land held by the Lessee the number of people who occupied the huts on the land incidents and other appropriate comments.
- 4 **THE** Lessee shall not at any time during the said term transfer sublease mortgage or otherwise dispose of its interest or any part thereof in the lease without the consent of the Lessor.
- 5 **THAT** the Lessee shall at all times during the term keep all buildings trails and other improvements now erected or made or which may hereafter be erected or made on the land in good repair order and condition and will when requested in writing so to do by the Regional Conservator paint the buildings and other improvements with good quality paints in colours first approved by the Regional Conservator and will not without the prior written consent of the Regional Conservator alter either externally or internally or enlarge or demolish any buildings or other improvements.
- 6 **THAT** subject to the proviso hereinafter referred to the Lessee will not discriminate in any manner against or refuse facilities to any persons except on the ground of misconduct or misdemeanour or uncleanness or by reason of the fact that the facilities are fully utilised or for any reason of safety **PROVIDED** however that in the event of an emergency the Lessee will not discriminate against or refuse facilities to any person or persons for any reason. The Lessee will at all times observe a strictly uniform and impartial attitude as to admission rates and services and in all respects to all persons except as aforesaid the Lessee will afford as efficient a service as is usual for the purposes for which the land may be used pursuant to this lease.
- 7 **THE** Lessee shall be entitled to impose such charges for admission appropriate to the circumstances as the Minister of Conservation may from time to time approve.
- 8 **THAT** the Lessee will prevent the growth or spread of gorse broom nodding thistle and sweet briar on the land and shall duly and fully comply with the provisions of the Biosecurity Act 1993 and the Plants Act 1970 and shall free and keep the land free from rabbits and vermin.
- 9 a **THAT** the Lessee shall indemnify the Lessor and the Regional Conservator against all and any claim injury damage or loss which may arise during the construction erection or operation of any authorised building facilities or works including permitted alterations maintenance and additions thereto and shall further indemnify the Lessor and the Regional

Conservator against all and any action claim injury damage or loss which may arise during the said term.

b THE Lessee will adequately insure (1) against damage caused by fire on the land and (2) the costs of fighting such fires.

10 THE Lessee shall not store fuels or other materials outside the huts on the land without the consent of the Regional Conservator.

11 THAT the Lessee will make available the toilet facilities in any building on the land free of charge to the public at all times.

12 THE Lessee may:

a use vehicles (the number and type to be previously approved by the Regional Conservator) on the land only on existing formed tracks and trails

b only snow groom off formed trails on clearly defined routes and only when there is sufficient snow cover (200 mm minimum) to prevent damage to vegetation and soils.

13 THE Lessee shall be responsible as far as practicable for controlling access by vehicles to the land. The use of vehicles off tracks and trails is only permitted for search and rescue or other emergency purposes.

14 a THE Lessee may in the area north of the stream known as the Kirstie Burn:

i form a loop ski trail from the Bob Lee Hut back towards the area known as Tranquillity

ii relocate the Bob Lee Hut across the Kirstie Burn to a more appropriate site

iii allow the Nordic trail on the ridge to be utilised for vehicle testing providing it does not conflict with recreational use of that part of the land.

The trail and relocated hut shall be located in a position acceptable to the Regional Conservator.

b UNRESTRICTED helicopter use on the land will be permitted only along the Kirstie Burn spur to the Bob Lee Hut and shall generally occur prior to 1030 hours subject to weather conditions.

15 THE Lessee shall not undertake any earth disturbance mark any rock remove any plant or mineral plant any trees or exotic plants or erect any building or facility on the land without prior consent of the Regional Conservator.

16 AT any time during the term of this lease if any erosion or soil disturbance occurs on the land which in the opinion of the Regional Conservator is a direct or indirect result of any development activity of the Lessee the Lessee on being notified by the Regional Conservator will at its own expense and as soon as possible carry out a programme of consolidation and revegetation of the eroded or disturbed area to as near as possible to its original state and in such manner and using such plant species as approved by the Regional Conservator and shall maintain the eroded or disturbed areas to the satisfaction of the Regional Conservator.

17 THE Regional Conservator or his appointed agent may at all reasonable times enter upon the land for the purpose of viewing the state of repair and condition thereof the standard of the services

provided for the public and also ensuring that the Lessee is complying with the conditions of this lease.

18 **IF** any such state of repair and condition is deficient having regard to the obligations of the Lessee under this lease or if the standard of any of the services is in the opinion of the Regional Conservator unsatisfactory then the Lessee shall comply immediately with the necessary remedial measures directed by the Regional Conservator to be done.

19 **EXCEPT** in case of emergency the Lessee may use helicopters on the land only with prior approval of the Regional Conservator.

20 **THE** Lessee has no right to acquire a fee simple title to the land.

21 a **THE** Lessee will obtain approval from the Regional Conservator before installing any waste disposal facilities on the land.

b **THE** Lessee will not erect any building on the land without the prior consent in writing of the Lessor.

22 **THE** Lessee may use or permit the use of mountain bikes on formed tracks but if evidence shows that mountain biking on the land is resulting in damage to sensitive areas or trails the Regional Conservator may impose restrictions on their use or ban their use. Motor cycles are prohibited.

23 **ANY** notice required to be given to the Lessee may be served on it by delivering or posting the same to it at its last known address and any notice required by the Lessee to be given to the Lessor may be served by delivering or posting the same to the Regional Conservator.

24 **THE** Regional Conservator and the Lessee will prepare interpretative notices and display these along with the New Zealand Environmental Care Code in appropriate places. No advertising notices or hoardings will be displayed on the land without the prior consent of the Regional Conservator.

25 **THE** Lessee will take all practical measures to ensure the land is not grazed by stock.

26 **THAT** if:

a the rent hereby reserved or any part shall be in arrears or unpaid on any day on which the same ought to be paid and shall remain unpaid for one month thereafter whether the same shall be lawfully demanded or not or

b default is made by the Lessee in the full and faithful performance and observance of any of the covenants conditions agreements or restrictions contained in this lease or

c the Regional Conservator is satisfied that the services provided for in this lease are not being adequately rendered to the public by the Lessee or

d the Lessee shall be wound up or dissolved or enter into any composition with or assignment for the benefit of its creditors or being a limited liability company shall go into liquidation or an order is made or an effective resolution is passed for winding up or a receiver of the assets or any part thereof is appointed or if the estate or interest of the Lessee shall be made subject to any writ of sale or charging order or if the Lessee shall cease to function

**THEN** and in any such case except as hereinafter provided the Lessor shall give written notice to the Lessee specifying the breach or default and requiring the same to be remedied within the time stated

erein being not less than one month and if the Lessee shall fail to comply with such notice it shall be lawful for the Lessor forthwith or at any time thereafter by notice in writing to determine this lease and to re-enter on the land or any part thereof in the name of the whole and forthwith upon such notice this lease and all the rights of the Lessee thereunder shall absolutely cease and determine nevertheless without releasing the Lessee from liability for rent up to the date of the determination or for damages for any breach of covenant committed prior to such date **PROVIDED HOWEVER** that in the event of this lease being terminated pursuant to d above this lease shall immediately be terminated and the Lessor shall not be required to serve notice of any kind on the Lessee.

27 **ON** termination of this lease under the preceding termination clause or by effluxion of time surrender breach of conditions or otherwise the land together with all improvements thereon shall revert to the Lessor without compensation payable to the Lessee or otherwise **PROVIDED HOWEVER** that the Lessee shall remove such improvements within three months from the date of termination and shall leave the land in a clean and tidy state to the satisfaction of the Regional Conservator.

28 **THAT** these presents are intended to take effect as a lease pursuant to section 56(1)(b) of the Reserves Act 1977 and the provisions of that Act and of the regulations made thereunder applicable to such a lease shall be binding in all respects on the parties in the same manner as if such provisions had been fully set out herein.

**IN WITNESS** whereof these presents have been executed by the parties hereto the day and year first above written.

**SIGNED** for and on behalf of the **MINISTER** )  
**OF CONSERVATION** by Jeff Connell an )  
officer of the Department of Conservation )  
pursuant to a designation given to him by the )  
Director-General of Conservation and dated )  
the 30th day of June 1989 )

Lessee to insert own attestation clause

*John O'hee*  
*M. H. Lee*

*A*