



**TOWNPLANNING**  
GROUP

## **[16] CONSERVATION COVENANT**

### **QUEENSTOWN CABLE CAR**





DocID: 610944146

## CONSERVATION COVENANT

(pursuant to Section 77 of the Reserves Act 1977)

WHEREAS ARNOLD ANDREW MIDDLETON of Lower Shotover Farmer (hereinafter together with his executors, administrators and assigns called "the Covenantor") is registered as proprietor of an estate in leasehold subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situated in the Land Registration District of Otago containing 430 hectares be the same a little more or less on Queenstown Hill above the 762 metre contour being part Sections 119 Blocks XX and ~~XXI~~ Shotover Survey District being part of the land comprised in Crown ~~Renewable Lease No RLE-1303~~ Deferred Payment Licence No DPF 1247 registered as Register No (Otago Registry) SUBJECT however to Memoranda of Mortgage 556646/3 and 560613/2 Nos 268481, 368941, ~~374368~~, and 460174 as the same is more particularly delineated on the plan attached hereto and thereon outlined in bold black lines (hereinafter referred to as "the said land")

AND WHEREAS the MINISTER OF LANDS (hereinafter called "The Minister") is authorised by the Reserves Act 1977 (hereinafter referred to as "the said Act") to obtain conservation covenants in respect of any private land or any Crown land held under Crown lease for the purpose of managing the said land so as to preserve the natural environment, or landscape amenity, or wildlife or freshwater-life or marine-life habitat AND WHEREAS the Covenantor has agreed to grant to the Minister a conservation covenant for the purpose and intent of preserving the natural environment by protecting the faces and skylines visible to the public from any construction or development or vegetation which could adversely affect the natural beauty of those features and also by controlling the spreading of self sown exotic species on the said land

NOW THEREFORE in consideration of the covenants and conditions hereinafter contained the Covenantor DOETH HEREBY GRANT unto the Minister a conservation covenant to the end and intent that the covenant shall have effect in perpetuity

AND THESE PRESENTS WITNESS that in pursuance of the said agreement and by virtue of Section 77 of the said Act the Covenantor and the Minister with intent and so as to bind the said land into whosoever hands the same may come (but not so as to render the

Covenantor personally liable in damages for any breach of covenant committed after he shall have parted with all interest in the property in respect of which such breach shall occur) MUTUALLY COVENANT at all times to observe and perform the respective duties and obligations imposed in the restrictions stipulations and agreements contained in the Schedule hereto.

#### SCHEDULE

##### Restrictions, stipulations and agreements

- 1 No act or thing shall be done or placed or permitted to remain upon the said land which in the opinion of the Minister materially alters the actual appearance or condition of the said land or which in the opinion of the Minister is prejudicial to the aim and purpose of the withinwritten conservation covenant.
- 2 The Covenantor shall not permit any change in the character of the topography of the said land except as may be authorised in writing by the Minister.
- 3 The Covenantor shall not build any additional structures or hoardings or plant any trees or shrubs on the said land except as may be authorised in writing by the Minister, PROVIDED that there is specifically retained by the Covenantor the right to perform ordinary maintenance on existing buildings together with a right to replace or rebuild the said buildings in substantially the same location if all or any such buildings are damaged or destroyed by fire, storm or other disaster.
- 4 The Covenantor shall not permit or suffer the placement, use or maintenance of any vehicle, trailer, caravan or similar object on the said land as a substitute for a residential building or other structure.
- 5 The covenantor shall notify the Minister of any intention to mine the said land for minerals, petroleum or any other substance or deposit and shall not proceed with mining nor signify any concurrence in relation to mining without the previous written consent of the Minister.
- 6 The Covenantor shall notify the Minister of any intention to erect utility transmission lines on the said land and shall not signify any concurrence in relation to the proposed work, without the written permission of the Minister.

7 No bush or native trees shall be felled, removed, or replaced by other species or by a different mixture of species, except with the previous written consent of the Minister.

8 That the Covenantor will to the satisfaction of the Minister clear and keep clear the said land from gorse, broom, sweetbriar and all noxious weeds, and from rabbits and vermin, and in particular will comply with the provisions of the Noxious Plants Act 1978 and the Agricultural Pests Destruction Act 1967 and all amendments thereto and with all notices or demands lawfully given or made by any person in pursuance thereof.

9 The Covenantor shall not permit the accumulation of any rubbish or material which is unsightly or offensive, on the said land.

10 The Covenantor shall not subdivide the said land except for such conservation purposes as may be authorised in writing by the Minister.

11 The Covenantor shall ensure that the said land is maintained in the same state and condition as the same is in at the date hereof and to this end shall at least once every year remove or cause to be removed all tree and shrub seedlings from the said land.

12 Any officer, agent or servant authorised in that behalf by the Minister may enter upon the said land for the purpose of viewing the state and condition thereof or for the purpose of carrying out such work as may be necessary for the protection or maintenance of the said land consistent with the aims and purposes expressed herein including the right to remove from the said land any trees shrubs or seedlings of all kinds provided that no such work shall be carried out which materially interferes with the existing use of the said land.

13 The Covenantor shall keep all fences, gates, and other structures and improvements now erected or made, or which may hereafter be erected or made, on the said land in good repair, order and condition.

*aaah*

14 That any consent, approval, authorisation or notice to be given by the Minister shall be sufficient if given in writing signed by the Commissioner of Crown Lands for the Land District of Otago and delivered or sent by post to the residential or official address of the Covenantor or to the Solicitor acting on behalf of the Covenantor.

The Minister DOETH HEREBY ACCEPT this conservation covenant subject to and together with the restrictions, stipulations and agreements set forth in the Schedule hereto.

IN WITNESS WHEREOF this memorandum has been executed this

26th day of October 1982

SIGNED by the said ARNOLD ANDREW

MIDDLETON in the presence of:

Witness:

Occupation:

Address:

A.A. Middleton

M. J. Cooney  
Solicitor

Dunedin

SIGNED by the <sup>Assistant</sup> Commissioner of Crown Lands for the Land District of Otago acting for and on behalf of the Minister pursuant to Section 117 of the Reserves Act 1977 in the presence of:

Witness:

Occupation: Clerk Department of Lands & Survey

Address:

Dunedin

J.R. Gleane  
Assistant  
Commissioner of Crown Lands

THE RURAL BANKING AND FINANCE CORPORATION OF NEW ZEALAND  
the mortgagee of the within-described land under and by virtue  
of Memoranda of Mortgage Nos 368941, 460174, 556646/3 and  
560613/2

CONSENTS to the within-written Conservation Covenant

Dated the 2nd day of November 1982

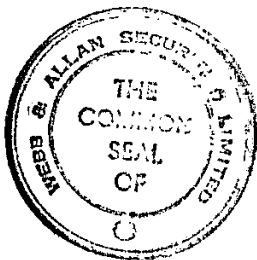
SIGNED for and on behalf of the  
Rural Banking and Finance Corporation  
of New Zealand by  
..... COLIN GEORGE WARWICK JAYLOR .....  
acting under the authority of the said  
Corporation pursuant to Section 16 of  
the Rural Banking and Finance Corporation  
Act 1974 in the presence of:

*[Handwritten signature]*

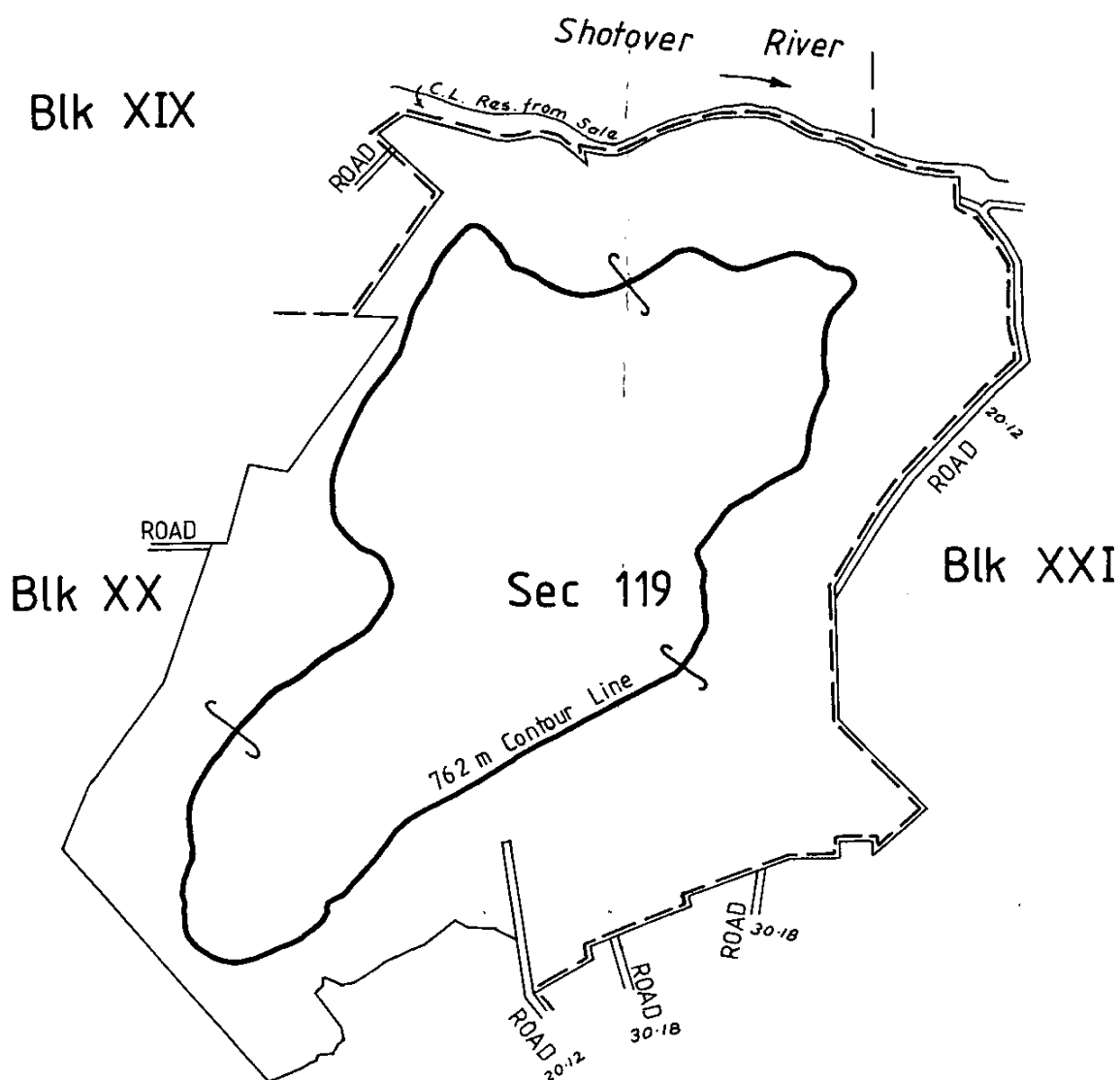
Witness: .....  
Occupation: .....  
Address: .....

WEBB & ALLAN SECURITIES LIMITED the mortgagee of the within-described  
land under and by virtue of Memorandum of Mortgage No 268481 CONSENTS  
to the within-written Conservation Covenant

Dated the 26th day of October 1982  
THE COMMON SEAL of WEBB & ALLAN SECURITIES LIMITED as Mortgagee  
was hereunto affixed in the presence of:-



*[Handwritten signature]* Directors.  
*[Handwritten signature]* aad.



Plan of Conservation Covenant over Part Queenstown Hill, being Part Section 119, Block XX, Shotover S.D.

Area 430 ha approx

scale 1:30 000

copy

GRANT of

CONSERVATION COVENANT

pursuant to Section 77 of

the Reserves Act 1977

ARNOLD ANDREW MIDDLETON

Covenantor

to

THE MINISTER OF LANDS

Particulars entered in Register

Vol.

Folio

Date

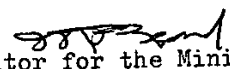
Time

\_\_\_\_\_  
District Land Registrar

Assistant of the District  
of  
\_\_\_\_\_  
\_\_\_\_\_

Correct for the purposes of the

Land Transfer Act

  
Solicitor for the Minister

F5000002067092



RECALL FILE LABEL



NOV 24 12 03 PM '82

586535/4  
1381154  
140/1855  
94/1700  
STRT

Commissioner of Crown Lands,

DUNEDIN.