

Attachment 1

Assessment of the vegetation values along a proposed fenceline boundary between Fiordland National Park and Te Anau Downs Station, Southland.



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Cover image: Red beech (*Fuscospora fusca*) forest which forms part of the boundary between Fiordland National Park and Te Anau Downs Station along the lower reaches of the Eglinton River, December 2015.

1. Introduction

Eco-South was contacted in late 2015 by the Department of Conservation (DOC) Fiordland District and asked to provide an independent assessment of the vegetation values along a proposed fenceline boundary between Fiordland National Park and Te Anau Downs Station on the lower reaches of the Eglinton River. The site was inspected on 16th and 18th December 2015 by Richard Ewans (Ecologist for Eco-South).

The objectives of this report as agreed between Eco-South and Department of Conservation Fiordland District are to:

- Describe and assess the vegetation values present along the proposed fenceline boundary.
- Identify important indigenous vegetation communities and suggest alternative routes for the fenceline to avoid them where possible.

1.1 Site description

For the purposes of this report the 'site' refers to the section of the boundary line between Fiordland National Park and Te Anau Downs inspected on 16th & 18th December 2015. The site lies approximately 30 km north of Te Anau in Southland and lies at around 220 m altitude following flat ground along terrace and forest edges. The site lies between the confluence of Retford Stream and Eglinton River west following the Eglinton River and south along the public road from Eglinton River mouth to just north of Te Anau Downs homestead at Boat Harbour on Lake Te Anau (see Appendix 2 and 3).

The site lies approximately 60 km from the coast of Fiordland and is in Upukeroa Ecological District, within Mavora Ecological Region (McEwen, 1987). The underlying geology at the site is described as; Late Pleistocene glacier deposits of generally unweathered, unsorted to sorted, loose sandy gravel, silt and sand (till) in terminal and ground moraines (GNS Science, 2016). Hillslope soils in the Upukeroa Ecological District are generally strongly leached, stony and infertile, while valley floor soils are more fertile (DOC, 1994). Soil Class for the site is Allophanic Brown (BL) according to the New Zealand Soil Classification (Landcare Research, 2016), except for the lower western terraces and wetland system of Bog Lake and what was referred to as 'Eglinton mouth wetlands' in DOC (1994) which are classified as Fluvial Recent (FL).

The site contains a diversity of indigenous vegetation types including old growth and regenerating beech forest, manuka shrubland, bog pine shrubland, bracken fernland, and rushland on peat bog wetlands. A rapid inventory of the ecological values on Te Anau Downs Station was carried out by DOC during the summer of 1993/94 which described the vegetation at important areas on the property including several nearby the site (DOC, 1994).

The site lies within the LENZ Level IV Land Environments Q4.2a and L1.1c (Leathwick et al., 2003). Land environment Q4.2a generally covers the beech forest, regenerating forest and manuka shrublands at the site and has a Threatened Environment Classification (see Walker et al., 2015) of 'less reduced and better protected' (>30% indigenous cover left and >20% protected). Land environment L1.1c generally covers the lower western terraces and wetland system of Bog Lake and what was referred to as 'Eglinton mouth wetlands' in DOC (1994) and

has a Threatened Environment Classification of 'chronically threatened' (10-20% indigenous cover left).

1.2 Methods

Inspection of the site was carried out on the 16th and 18th December 2015 on foot and by vehicle. Written notes and photographs were taken to describe the site and potentially affected vegetation communities. The fenceline was navigated using GPS waypoints of survey pegs and survey point locations supplied to Eco-South by Bonisch Consultants Ltd, and a GPS supplied by DOC Fiordland District which contained mapping of the present known boundary. The boundary line between the confluence of Retford Stream and Eglinton River and peg 119 was taken as the line 40 m west of the line along river during the site inspection (18th December 2015).

GPS waypoints taken by Eco-South during the inspection are referred to in this report as 'GPS (number)' and an electronic file containing the GPS waypoints taken by Eco-South was supplied to DOC Fiordland District. Features referred to in the text follow those shown on the maps in Appendix 2. Survey peg locations are referred to as 'peg (number)' and survey point locations (flagged or GPS waypoint only) are referred to as 'point (number)'. 'Fenceline' refers to the boundary line and the 10 m wide swath along the boundary line within which vegetation is likely to be cleared to establish and maintain the fence.

All map and aerial images in this report are oriented with true north at the top border of the image. For the purposes of this report the term 'indigenous' species is used to describe 'native' species and the term 'exotic' species to describe 'introduced' species. Vegetation structural classes follow Atkinson (1985). Plant nomenclature follows Allan Herbarium (2000) for indigenous plants. * denotes exotic plant species.

The vegetation is described and assessed below for different sections of the proposed fenceline which follow those mapped on the Redefinition Survey - Overall Plan map in Appendix 2; pink line - 'Right Lined' = Section 1, orange line - 'Top of Terrace' = Section 2, green line - 'Edge of Bush' = Section 3, blue line - 40.23m from bank of river as per position in 1986 (from junction with green line to confluence of Retford Stream and Eglinton River, hereafter referred to as 'Retford Eglinton Terraces') = Section 4.

The annotated (green stars with text box) aerial photography at the end of each section details the key features referred to in the text of the report. Red dots are survey locations provided by Bonisch Consultants Ltd and yellow diamonds are GPS locations taken by Eco-South during the inspection.

2. Site inspection results

2.1 Section 1 - Right Lined

2.1.1 Description

This section follows the public road from State Highway (SH) 94 to the Eglinton Mouth then deviates at peg 109 to follow a terrace edge through to peg 111 (Appendix 2, Redefinition Survey - Insets A & B). Part of the road from SH94 is already fenced to peg 61.

Along the road between pegs 61 and 109 the vegetation is mostly dominated by induced manuka shrubland with mixed regenerating forest species and the occasional large mountain beech tree. The manuka is generally 5-10 cm Diameter at Breast Height (DBH) i.e. 1.35 m up the tree from ground, and 3-5 m high. Commonly present are prickly mingimingi, bracken, tangle fern and kiokio, along with regenerating kamahi, lancewood, kohuhu, inaka, mountain beech and broadleaf. Occasionally present are *Coprosma dumosa*, bush snowberry, mountain akeake, karamu, gorse*, broom* along with several large mountain beech 40-50 cm DBH.

Between pegs 109 and 111 the vegetation is mostly similar to that along the road with some thick patches of gorse* between pegs 109 and 110 and patches of thick bracken fernland. Additional species include regenerating red beech, marbleleaf and wineberry, and creeping clubmoss, korokio, Himalayan honeysuckle*, yellowwood, mingimingi, *Lagenophora strangulata* and *Carex uncinata*. Two red beech trees 0.5 cm DBH are present at GPS 002. Between GPS 002 and peg 111 manuka becomes taller 5-8 m and larger 10 + cm DBH.

Near peg 110 and GPS 001 fenceline may edge onto a wetland which is dominated by natural (not induced) manuka shrubland, with *Machaerina tenax* and sphagnum moss the dominant ground covers. Other species present include swamp kiokio, wire rush, weeping mapou, bracken, *Lepidosperma australe*, *Carex sinclairii*, *Aporostylis bifolia*, *Luzula* sp., and *Gaultheria macrostigma*.

Between pegs 110 and 111 there are some large patches of thick bracken fernland. Below the terrace in this section on the flats adjacent to the river the vegetation is mostly thick bracken fernland with some manuka and mingimingi shrubland, kohuhu, broom*, and Himalayan honeysuckle* except for a wetland area surrounding a small pond.

Figure 1. Photograph taken on 16th December 2015 from GPS 001 showing edge of wetland near fenceline boundary.



Figure 2. Photograph taken on 16th December 2015 from GPS 003 showing typical manuka/bracken/regenerating forest vegetation along fenceline boundary at the top edge of the terrace.



2.1.2 Assessment

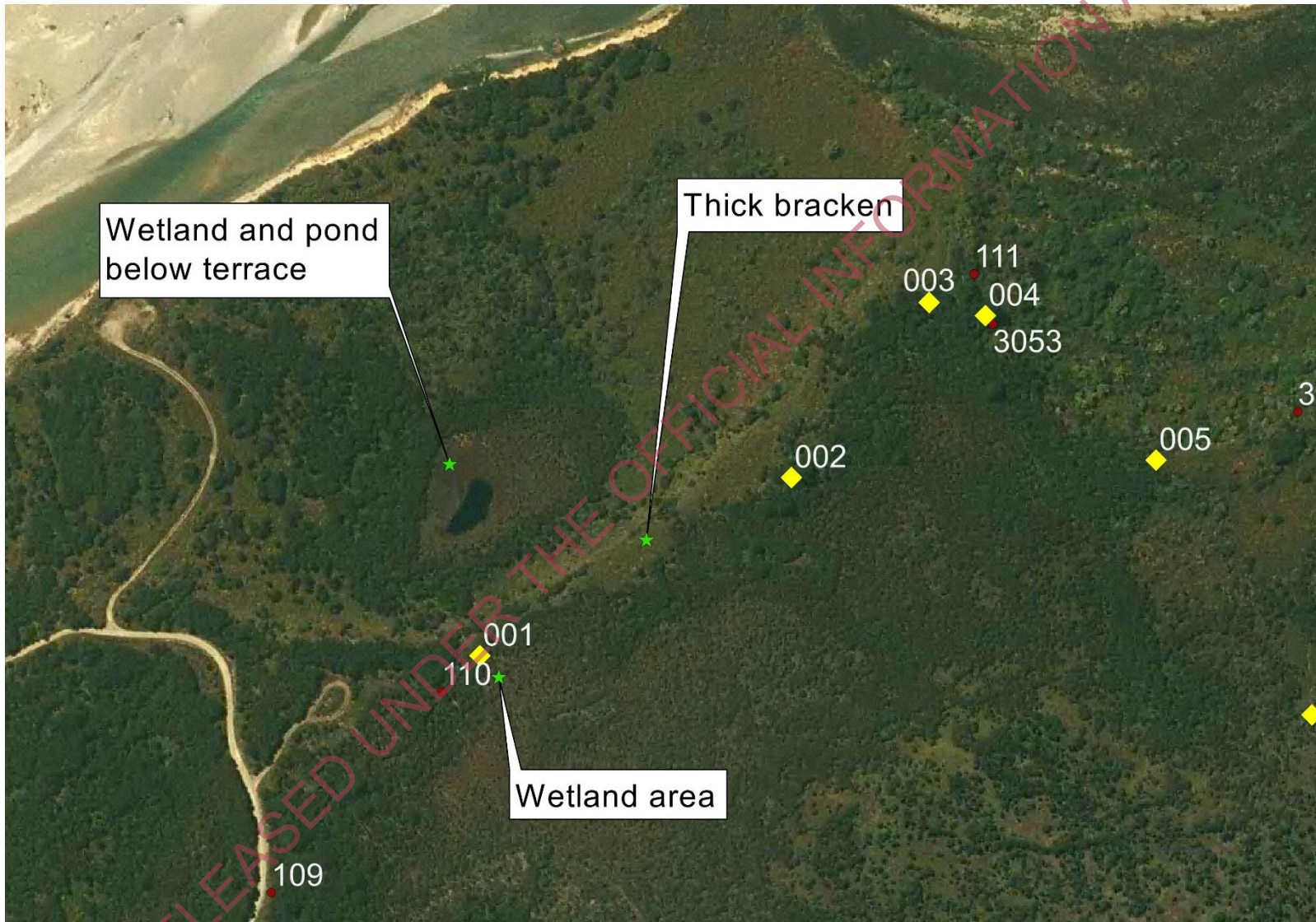
The vegetation along this section of the proposed fenceline is mostly induced manuka shrubland, bracken fernland and regenerating forest with some remnant large mountain beech trees. The fenceline should proceed as pegged along the road between pegs 61 and 109 avoiding large beech trees where practicable, staying close to the road to minimise damage to vegetation buffering the Bog Lake wetland system east of the road.

Areas of wetland vegetation which are part of the Bog Lake wetland system lie close to or on the fenceline around GPS 001. These wetland areas are likely to be considered as significant indigenous vegetation as they are excellent and highly representative examples of the original vegetation of the Upukeroa Ecological District and were classified as having high ecological values in DOC (1994). The manuka shrublands and *Machaerina tenax* sedgelands such as those shown in Figure 1 also provide good South Island fernbird habitat and several were heard during the DOC (1994) survey. South Island fernbirds are classified as 'at risk/declining' (Robertson, et al., 2012). The fenceline should avoid wetland areas around this point by staying as close to the terrace edge as practicable but also staying on top of the terrace as there is a wetland and pond immediately below the terrace.

Between pegs 110 and 111 fence line should stay on top of terrace close to the terrace edge and go through patches of thick bracken fernland rather than manuka shrubland and regenerating forest.

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Figure 3. Section 1 - Right Lined key features.



2.2 Section 2 - Top of Terrace

2.2.1 Description

This section follows the top of the terrace edge from peg 111 east and north around the top of the terrace to the beginning of the main patches of mature beech forest along the Eglinton River at old peg 118 and point 2034 (Appendix 2, Redefinition Survey - Inset C).

The vegetation along the top of the terrace between peg 111 and peg 117 is of a similar mix to that in Section 1 but with more extensive areas of bracken fernland, smaller areas of manuka and regenerating forest and fewer large beech trees. Additional species observed included the occasional lemonwood, cabbage tree, bog pine and koromiko, and miro seedlings. Two mature red beech trees were observed at GPS 004.

Below the terrace at peg 111 is a grove of kowhai and a large kahikatea along with mature cabbage trees and kohuhu. Further east between points 3052 and 3049 below the terrace is a moderately sized area of intact swamp wetland dominated by pukio, manuka and flax.

Back from the terrace edge around GPS 008 and GPS 009 the vegetation changes to wetland bog type vegetation with wire rush, tangle fern, manuka and *Machaerina tenax* with softer wetter ground underfoot. The manuka-bracken edge between GPS 009 and GPS 010 is similar with wet muddy ground but is more manuka dominated.

Around point 3038 regenerating forest becomes taller and more frequent with 8 m high manuka and 8-10 m high red beech. Additional species observed here were crown fern, weeping mapou, mapou, matai seedlings and *Coprosma rhamnoides*.

Between point 3035 and 3033 is a patch of mature red and mountain beech (marked as Beech Tree Cluster in Appendix 1 Redefinition Survey - Inset C) and north of point 3033 through to peg 118 the vegetation is mostly manuka shrubland and with regenerating forest species and the occasional mature beech tree. The mix of species is similar to that described above for regenerating forest and manuka shrubland with additional species including regenerating kahikatea, Hall's totara and silver beech, and *Nematoceras trilobum*.

Figure 4. Photograph taken on 16th December 2015 from GPS 005 showing typical thick bracken fernland vegetation along fenceline boundary at the top edge of the terrace.



Figure 5. Photograph taken on 16th December 2015 from peg 111 showing large kahikatea and kowhai grove on flats below terrace.



Figure 6. Photograph taken on 16th December 2015 from GPS 006 showing swamp wetland dominated by pukio, flax and manuka on flats below terrace.



Figure 7. Photograph taken on 16th December 2015 from GPS 008 showing wetland vegetation on softer wetter ground slightly back from terrace edge.



2.2.2 Assessment

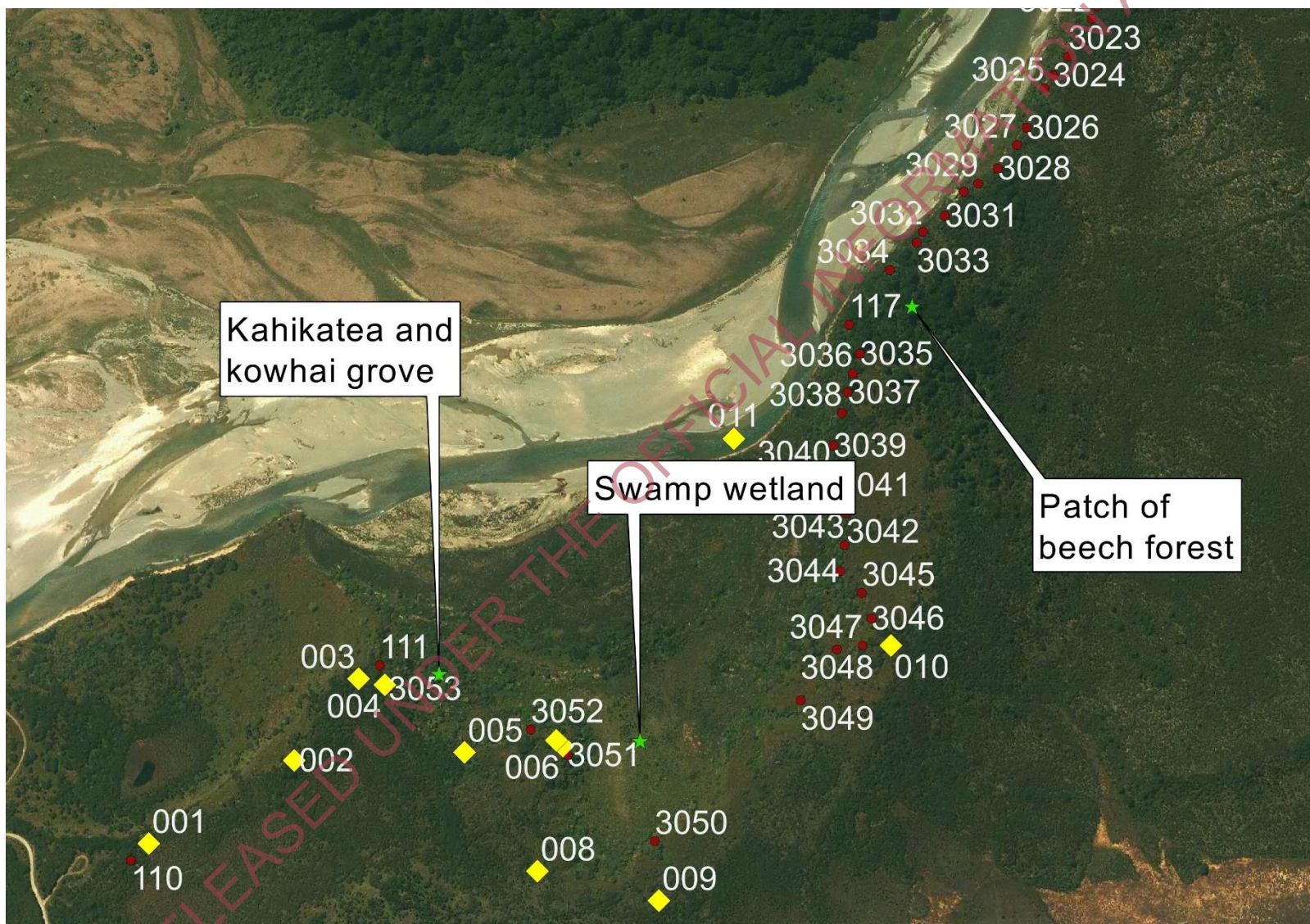
The vegetation along this section of the proposed fenceline is mostly induced manuka shrubland, bracken fernland and regenerating forest with some remnant large beech trees and one small patch of beech forest. The fenceline should follow the top of the terrace edge between peg 111 and point 3035 to avoid important areas of indigenous vegetation below the terrace. The terrace edge between point 3050 and 3035 is almost exclusively bracken fernland on drier soils and the fenceline should proceed along this route.

The fenceline should proceed around the eastern side of the patch of beech forest between points 3035 and 3033 in regenerating pole beech or induced manuka shrubland if practicable, however could proceed through this small area of forest if required. This forest type is well represented already on public conservation land in the Upukeroa Ecological District and the location of the patch lies in the land environment Q4.2a which has a Threatened Environment Classification of 'less reduced and better protected' (>30% indigenous cover left and >20% protected), the lowest threat ranking (see Walker et al., 2015).

The fenceline between points 3033 and 3001 should proceed as surveyed along the top of the terrace. The fenceline could then go directly from point 3001 to point 2033 following the forest edge however could also include peg 118 and point 2034 following the forest edge if required.

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Figure 8. Section 2 - Top of Terrace key features.



2.3 Section 3 - Edge of Bush

2.3.1 Description

This section follows the edge of mature beech forest between peg 118 and 119. Most of the vegetation on the forest edge is manuka shrubland with some bog pine shrubland and the forest edge adjoins a significant wetland complex for approximately 1 km of the boundary.

The forest is old growth red and mountain beech forest with trees around 0.5-1 m DBH and 20 + m high and very little understorey. Other species present include hanging spleenwort, weeping mapou, lancewood, *Coprosma dumosa* and crown fern. Around GPS 023 are patches of regenerating pole mountain beech stand 5-10 cm DBH on the fenceline.

The forest edge vegetation is mostly mixed indigenous shrubland apart from the section between points 2013 and 2019 where the forest borders a significant wetland complex. Mixed shrubland is dominated by manuka with mingimingi, bog pine, weeping mapou, broom* and regenerating mountain or red beech often present. Around point 2006 broom* is more dominant.

Bog pine shrubland on leached dry terrace soils is present in patches along the fenceline. This vegetation type is often referred to as 'wilderness' vegetation referring to the Wilderness Scientific Reserve located on SH94 in the Te Anau basin. This type of vegetation along this section of the fenceline is dominated by bog pine with manuka commonly present and moss and lichen as the main ground covers. Other species present include *Coprosma dumosa*, *Androstoma empetrifolium*, *Thelymitra* sp., bracken, prickly mingimingi, inaka, mountain clubmoss, *Gaultheria macrostigma*, mountain toatoa and broom*. This community is most common around GPS 022, 028 and 029. A patch of bog pine shrubland on wet soils is located on the bush margin between points 2005 and 2004.

The margin between the wetland and forest between points 2013 and 2019 mostly consists of shrubland on wet soils which are part of the wetland complex. Species commonly present include stunted mountain and red beech, weeping mapou, bog pine, manuka, swamp kiokio, *Juncus* sp., *Carex gaudichaudiana*, *Coprosma dumosa*, lancewood, *Androstoma empetrifolium*, *Ranunculus glabrifolius*, *Isolepis habra*, *Gaultheria macrostigma*, *Centella uniflora*, comb sedge, tangle fern, *Coprosma elatirioides* and mingimingi. Several kahikatea seedlings were also noted. Small sections on the wetland forest margin are dominated by sphagnum moss or wire rush.

Between points 2025 and 2024 a direct line would cross a small swamp area containing pukio, sphagnum moss and manuka.

Figure 9. Photograph taken on 18th December 2015 from GPS 021 showing old growth beech forest on Fiordland National Park side of fenceline.



Figure 10. Photograph taken on 18th December 2015 from GPS 022 showing bog pine-manuka shrubland with occasional regenerating mountain beech on Te Anau Downs Station side of fenceline.



Figure 11. Photograph taken on 18th December 2015 from GPS 023 showing regenerating pole beech forest on fenceline.



Figure 12. Photograph taken on 18th December 2015 from GPS 026 showing wetland on forest margin along fenceline.



Figure 13. Photograph taken on 18th December 2015 from GPS 025 showing old growth beech forest on Fiordland National Park side of fenceline.



Figure 14. Photograph taken on 18th December 2015 from GPS 028 showing bog pine shrubland on dry leached terrace soils near fenceline.



Figure 15. Photograph taken on 18th December 2015 from GPS 029 showing bog pine shrubland on dry leached terrace soils near fenceline.



2.3.2 Assessment

This section of the proposed fenceline follows the forest margin with low diversity tall old growth red and mountain beech forest on one side and mostly mixed manuka dominated shrubland on the other except for a large section adjoining a significant wetland complex. This section contains two significant vegetation types which should be avoided.

Bog pine shrubland on strongly leached terrace soils (i.e. 'wilderness' vegetation) is a naturally uncommon ecosystem that is classified as critically endangered (Wiser et al., 2013). This vegetation type is patchy along the fenceline and often sits in a mosaic of manuka dominated shrubland. The fenceline can still generally follow the forest edge (except where it adjoins the wetland, see paragraph below) but should avoid any areas of bog pine dominated shrubland, particularly where moss and lichen are the major ground cover. Identification of specific areas to avoid may require further assessment once other decisions around the location of the fenceline have been made. Between points 2031 and 2026 the fenceline should follow the original bush edge boundary rather than go around the southern side of the beech tree cluster to avoid areas of bog pine shrubland. Between points 2005 and 2004 fenceline should run in a direct line rather than follow bush edge to avoid an area of bog pine shrubland on wet soils.

The large wetland complex adjacent to the forest edge between points 2013 and 2019 is an excellent and highly representative example of a wire rush bog wetland with marsh shrublands on the forest edge. The wetland is included in the 'Wetland ecosystems of national importance for biodiversity' (WONI) delineation of Ausseil et al. (2008) and the Southland wetland inventory of Clarkson et al. (2011) which was based on WONI. Wetlands are a national priority for protection on private land (Ministry for the Environment, 2007) and have been reduced from their former extent so extensively that all remaining wetlands in Southland could be considered

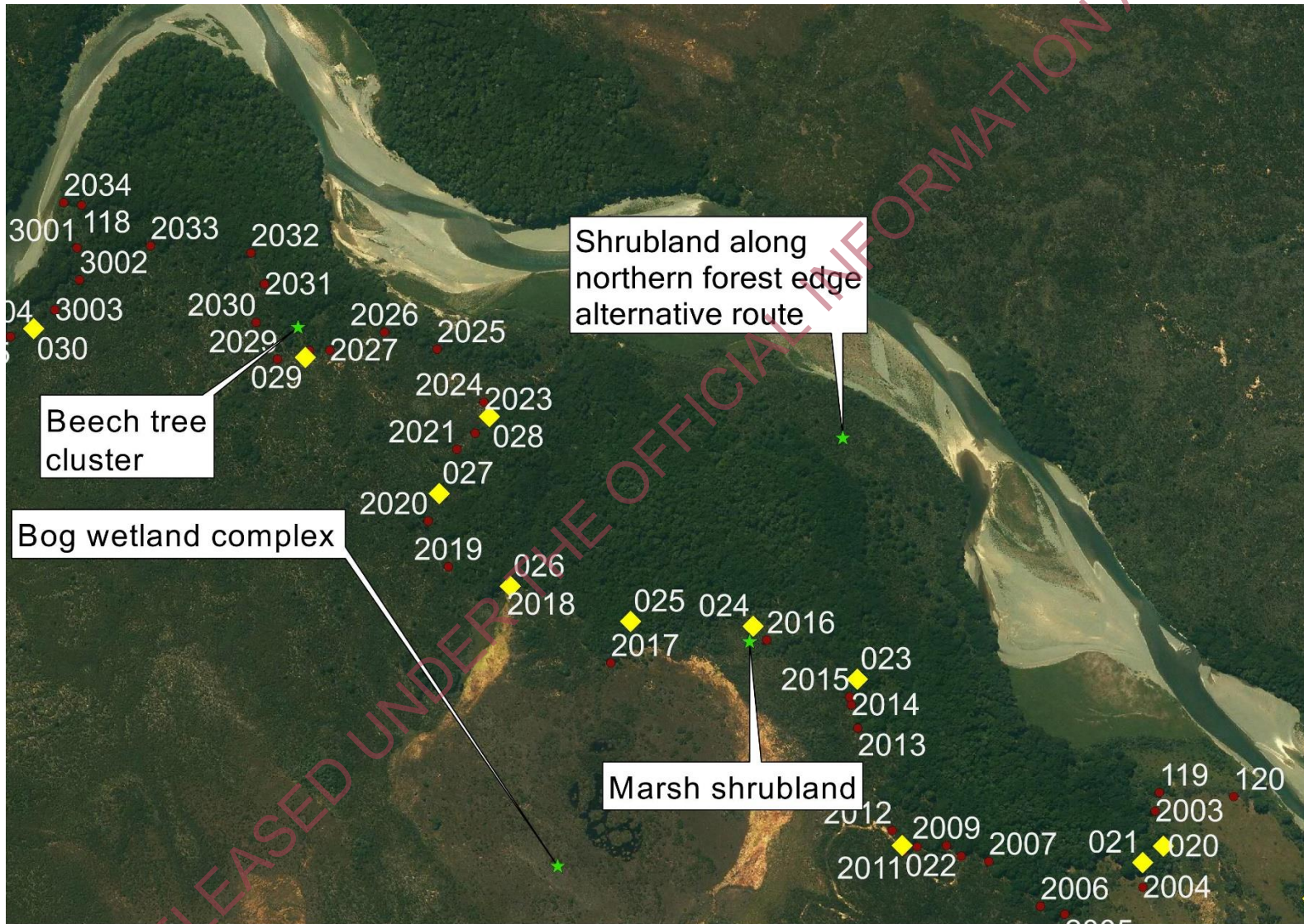
significant (Clarkson et al., 2011). In addition, the site lies within an 'chronically threatened' land environment which are land environments with 10-20% of indigenous cover remaining, therefore any remaining indigenous cover becomes more important. The fenceline therefore should avoid the wetland complex.

Options for alternative routes include; running the fenceline through the forest in a way that avoids the forest-wetland margin, or running the fenceline around the northern forest edge (through shrubland) cutting through two short sections of forest near point 2023 and GPS 023. Shrubland on the northern edge would need to be assessed for bog pine communities if this option was taken. It is unlikely an acceptable or practicable route could be found around the southern edge of the wetland as this area is likely to contain large patches of bog pine shrubland and may be too wet in places to fence.

Although the removal of old growth beech forest is not ideal, this vegetation type is well represented on public conservation land in the Upukeroa Ecological District and lies on a land environment with the lowest threat ranking. Fencing of the forest edge in the section adjoining the wetland would be likely to require the removal of many large trees anyway to make fencing practicable.

Elsewhere on the forest edge the fenceline should travel through exotic broom* shrubland or regenerating pole beech areas where possible. Regenerating pole beech areas are the least important areas of indigenous vegetation along the fenceline in this section. A straight line between points 2025 and 2024 crosses a small swamp and better options for fenceline location are present further down the small gully.

Figure 16. Section 3 - Edge of Bush key features.



2.4 Section 4 - Retford Eglinton Terraces

2.4.1 Description

This section follows a line 40 m in from the riverbank between peg 121 (near the confluence of Retford Stream and Eglinton River) and peg 119 (on the eastern edge of the beech forest along the Eglinton River).

The vegetation is mostly shrubland (dominated by either broom*, manuka or bog pine) with two of patches of mature beech forest and some open pasture grassland.

Between peg 121 and GPS 013 the vegetation is mostly mixed pasture grasses including Chewings fescue*, Yorkshire fog*, sweet vernal* and crested dogstail* with patches of thick broom* shrubland. Indigenous shrubland is scattered or in patches and includes manuka, mingimingi, korokio, bog pine, weeping mapou, matagouri, *Coprosma dumosa* and mountain wineberry. Other species present on wetter soils include pukio and *Juncus edgariae*.

Bog pine shrubland on wet soils is present around GPS 014 and 015 with some *Coprosma elatirioides* present along with other indigenous shrubs described above. A patch of mature mountain beech (30-60 cm DBH, 10 m tall) is present around GPS 016 along with more bog pine shrubland on wet soils. Other species present include *Coprosma dumosa*, weeping mapou, mountain totoa, *Androstoma empetrifolium*, *Carex sinclairii*, lancewood, *Carex gaudichaudiana*, swamp kiokio, prickly shield fern, *Blechnum penna-marina*, water fern, *Coprosma rigida* and lawyer.

Around GPS 017 and towards the terrace edge are areas of bog pine shrubland on dry leached terrace soils i.e. 'wilderness' type vegetation. Bog pine is the dominant shrub in these patches with manuka also common. Moss is the dominant ground cover. Other species present include broom*, *Gaultheria macrostigma*, *Gonocarpus micranthus*, *Lagenophora strangulata*, *Thelymitra* sp., catsear* and browntop*. To the west of this area is a strip of wet pasture with a manuka shrubland margin between the wet pasture and areas of bog pine shrubland.

Between GPS 018 and peg 119 the vegetation is mostly exotic pasture grassland with a grove of mature red beech at GPS 019. The river flat below the terrace between peg 120 and GPS 019 contains several kowhai groves.

Figure 17. Photograph taken on 18th December 2015 from GPS 013 showing mixed indigenous and exotic shrubland near fenceline.



Figure 18. Photograph taken on 18th December 2015 from GPS 015 showing bog pine shrubland near fenceline.



2.4.2 Assessment

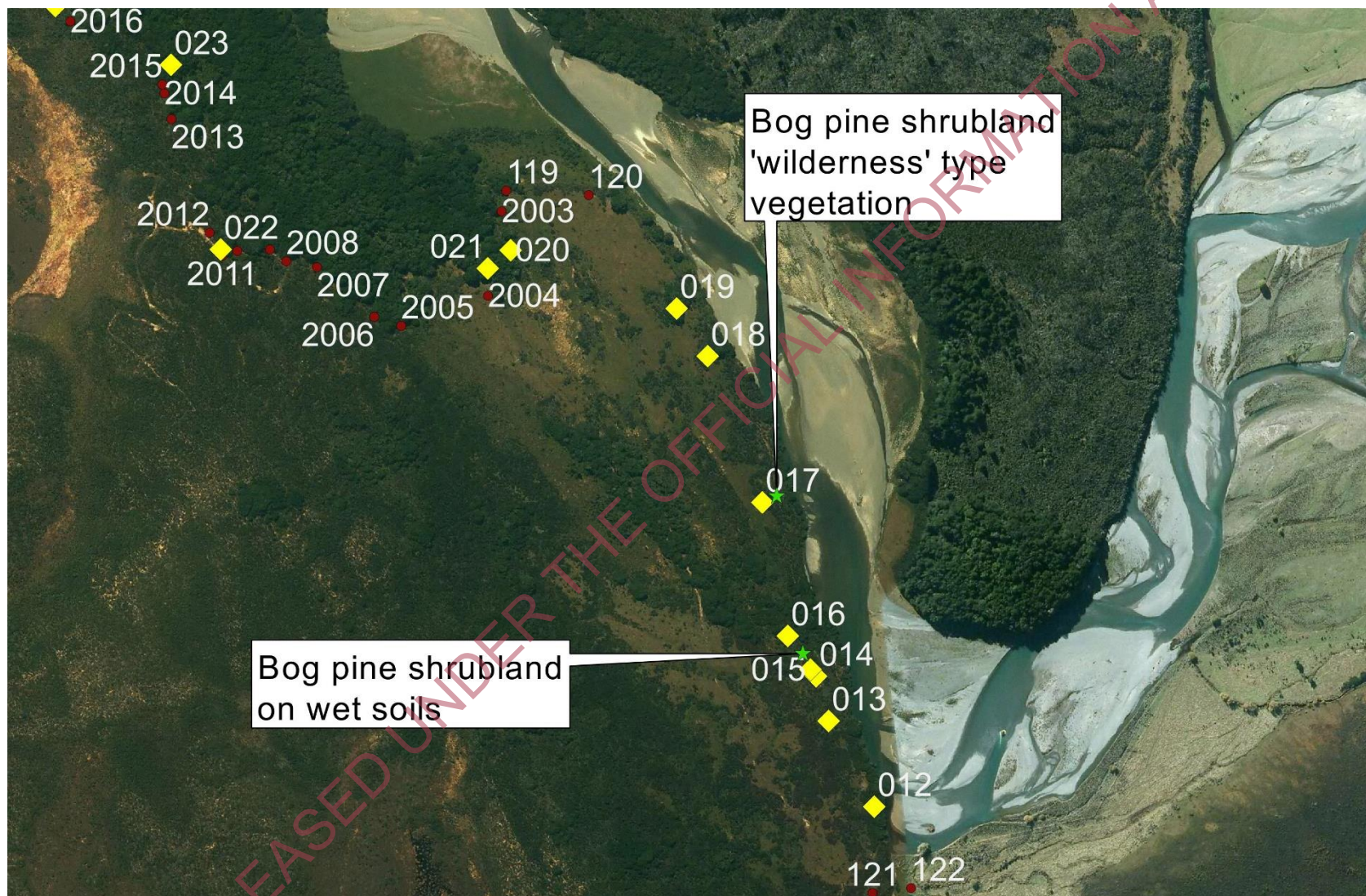
The vegetation is mostly shrubland (dominated by either broom*, manuka or bog pine) with two patches of mature beech forest and some open pasture grassland.

Between peg 121 and GPS 013, and GPS 018 and peg 119 the fenceline could follow the line 40 m in from the river bank, staying on top of the terrace edge between GPS 018 and peg 119

Between GPS 013 and GPS 018 the fenceline could stay close to the line 40 m in from the river bank but should avoid areas of bog pine shrubland around GPS 014-017, particularly 'wilderness' type vegetation which is a naturally uncommon ecosystem classified as critically endangered as outlined above in Section 2.3.2.

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Figure 19. Section 4 - Retford Eglinton Terraces key features.



3. Summary

The proposed fenceline between Fiordland National Park and Te Anau Downs Station runs mostly through induced manuka shrublands with regenerating native forest species. These areas and areas dominated by bracken fernland, pasture grasses and exotic broom* shrubland should be the focus for any vegetation clearance required to implement a boundary fence. The fenceline should stay on the top of the terraces where it runs along terrace edges.

Where possible the fenceline should avoid the removal of mature beech forest, however this may be necessary in places to avoid damage to areas of significant indigenous vegetation such as bog pine shrublands on dry leached terrace soils (i.e. 'wilderness' type vegetation) and wetlands.

The recommended fenceline route proposed in this report (in Sections 2.1.2, 2.2.2, 2.3.2 and 2.4.2) follows a path that provides for the least amount of impact on indigenous vegetation along the boundary between Fiordland National Park and Te Anau Downs Station. The vegetation types potentially affected by the establishment of the fenceline along this recommended route are well represented on public conservation land and/or private land in the Upukeroa Ecological District and at the site itself. Therefore, removal of portions of such vegetation to establish the fenceline will have a minimal impact on the overall area and diversity of these vegetation types in the Upukeroa Ecological District.

4. Acknowledgements

Eco-South would like to thank the following people for their assistance with the work; Peter Chartres for access to Te Anau Downs Station, Johnathan Hodson and Christine McMillan at Bonisch Consultants Ltd., and Lindsay Wilson and Ali Hay at DOC Fiordland District.

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Appendix 1. List of scientific names of species cited by common name in this report

(Note: this is not a complete species list; it is a list only of species cited by common name in this report)

Common Name (* = naturalised species)	Scientific name
bog pine	<i>Halocarpus bidwillii</i>
bracken	<i>Pteridium esculentum</i>
broadleaf	<i>Griselinia littoralis</i>
broom*	<i>Cytisus scoparius</i>
browntop*	<i>Agrostis capillaris</i>
bush snowberry	<i>Gaultheria antipoda</i>
cabbage tree/ti rakau	<i>Cordyline australis</i>
catsear*	<i>Hypochoeris radicata</i>
Chewings fescue*	<i>Festuca rubra</i> ssp. <i>commutata</i>
comb sedge	<i>Oreobolus pectinatus</i>
creeping clubmoss	<i>Lycopodium scariosum</i>
crested dogstail*	<i>Cynosurus cristatus</i>
crown fern	<i>Blechnum discolor</i>
flax	<i>Phormium tenax</i>
gorse*	<i>Ulex europaeus</i>
hanging spleenwort	<i>Asplenium flaccidum</i>
Himalayan honeysuckle*	<i>Leycesteria formosa</i>
inaka	<i>Dracophyllum longifolium</i>
kahikatea/white pine	<i>Dacrydium dacrydioides</i>
kamahi	<i>Weinmannia racemosa</i>
karamu	<i>Coprosma lucida</i>
kiokio	<i>Blechnum novae-zelandiae</i>
korokio	<i>Corokia cotoneaster</i>
koromiko	<i>Hebe salicifolia</i>
kowhai	<i>Sophora microphylla</i>
lancewood	<i>Pseudopanax crassifolius</i>
lawyer	<i>Rubus schmidelioides</i>
lemonwood	<i>Pittosporum eugenioides</i>
manuka	<i>Leptospermum scoparium</i>
mapou	<i>Myrsine australis</i>
marbleleaf/putaputaweta	<i>Carpodetus serratus</i>
matagouri	<i>Discaria toumatou</i>
matai/black pine	<i>Prumnopitys taxifolia</i>
matipo/kohuhu	<i>Pittosporum tenuifolium</i>
mingimingi	<i>Coprosma propinqua</i>
miro	<i>Prumnopitys ferruginea</i>
mountain akeake	<i>Olearia avicenniifolia</i>
mountain beech	<i>Fuscopora cliffortioides</i>
mountain clubmoss	<i>Lycopodium fastigiatum</i>
mountain toatoa	<i>Phyllocladus alpinus</i>
mountain totara/Hall's totara	<i>Podocarpus cunninghamii</i>
mountain wineberry	<i>Aristotelia fruticosa</i>
prickly mingimingi	<i>Leptecophylla juniperina</i>

prickly shield fern	<i>Polystichum vestitum</i>
pukio	<i>Carex secta</i>
red beech	<i>Fuscopora fusca</i>
sphagnum moss	<i>Sphagnum</i> sp.
silver beech	<i>Lophozonia menziesii</i>
swamp kiokio	<i>Blechnum minus</i>
sweet vernal*	<i>Anthoxanthum odoratum</i>
tangle fern	<i>Gleichenia dicarpa</i>
water fern	<i>Histiopteris incisa</i>
weeping mapou	<i>Myrsine divaricata</i>
wire rush	<i>Empodisma minus</i>
wineberry	<i>Aristotelia serrata</i>
yellowwood	<i>Coprosma linariifolia</i>
Yorkshire fog*	<i>Holcus lanatus</i>

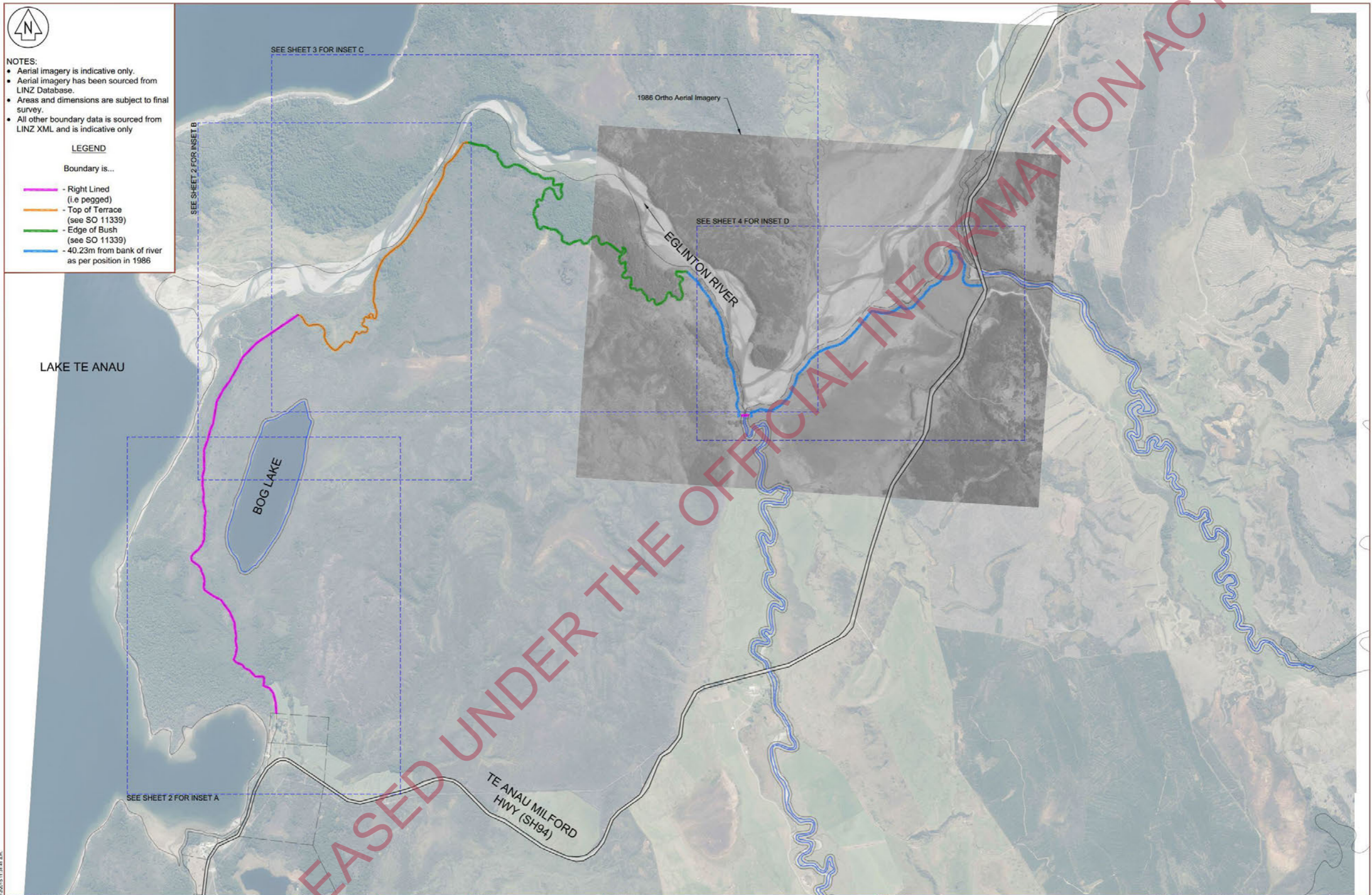
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Appendix 2. Maps of boundary line and survey peg locations.

The maps below were supplied to Eco-South by Bonisch Consultants Ltd on 23rd December 2015. The black line shows the present unfenced LINZ boundary line, black triangles are survey peg locations, yellow triangles are survey locations marked with flagging tape, and green triangles show survey locations of bush edge boundary (no markings on the ground) surveyed by Bonisch Consultants Ltd in early December 2015.

The boundary line between the confluence of Retford Stream and Eglinton River and eastern beginning of bush edge boundary was taken as the line 40 m west of line along river during site inspection (18th December 2015). Additional surveying of this section of the boundary was undertaken by Bonisch Consultants Ltd after the site inspection by Eco-South and the updated maps below were provided to Eco-South on 23rd December 2015.

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NOTES:

- Aerial imagery is indicative only.
- Aerial imagery has been sourced from LINZ Database.
- Areas and dimensions are subject to final survey.
- All other boundary data is sourced from LINZ XML and is indicative only

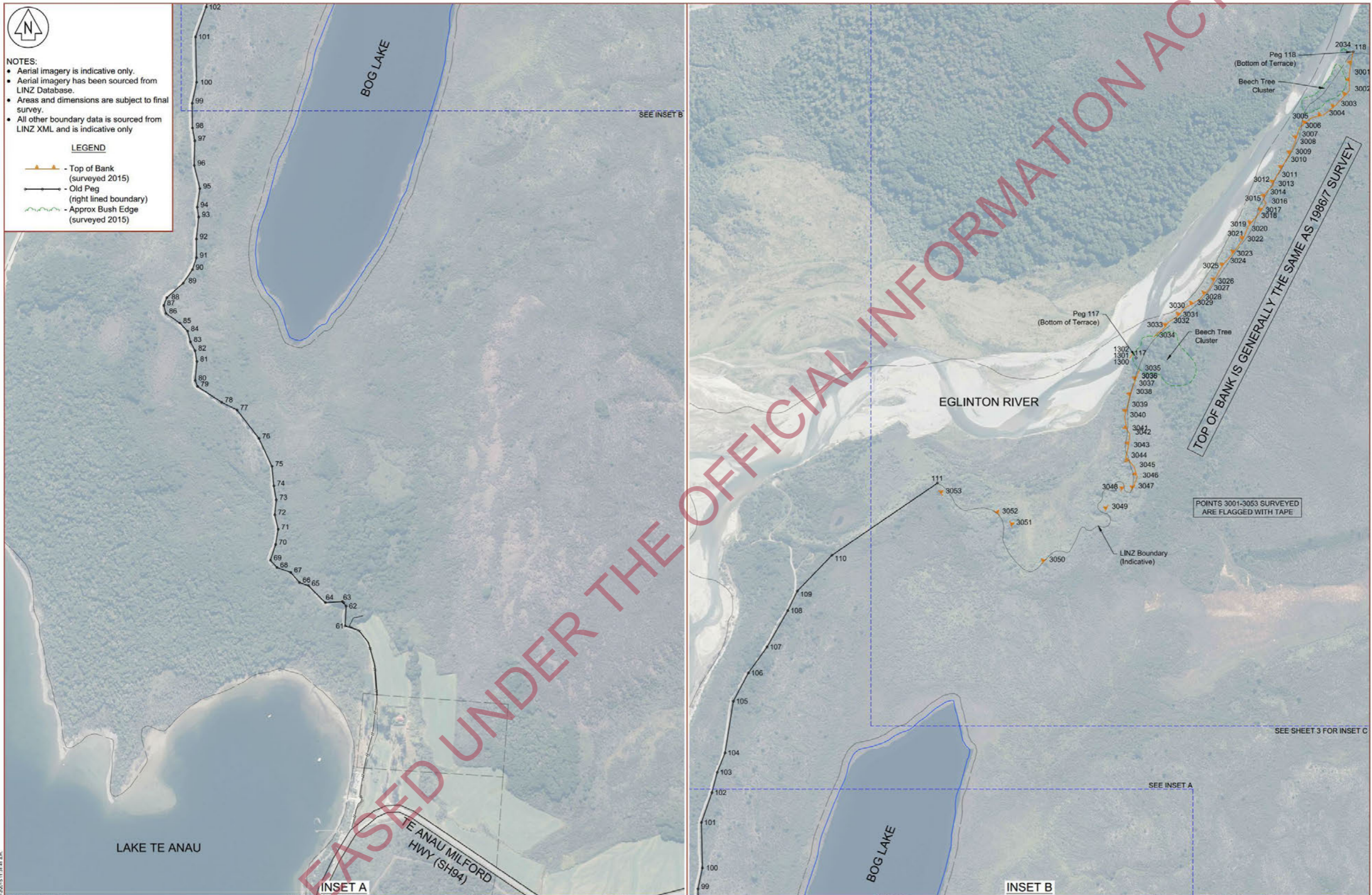
LEGEND

Boundary is...

- Right Lined (i.e pegged)
- Top of Terrace (see SO 11339)
- Edge of Bush (see SO 11339)
- 40.23m from bank of river as per position in 1986

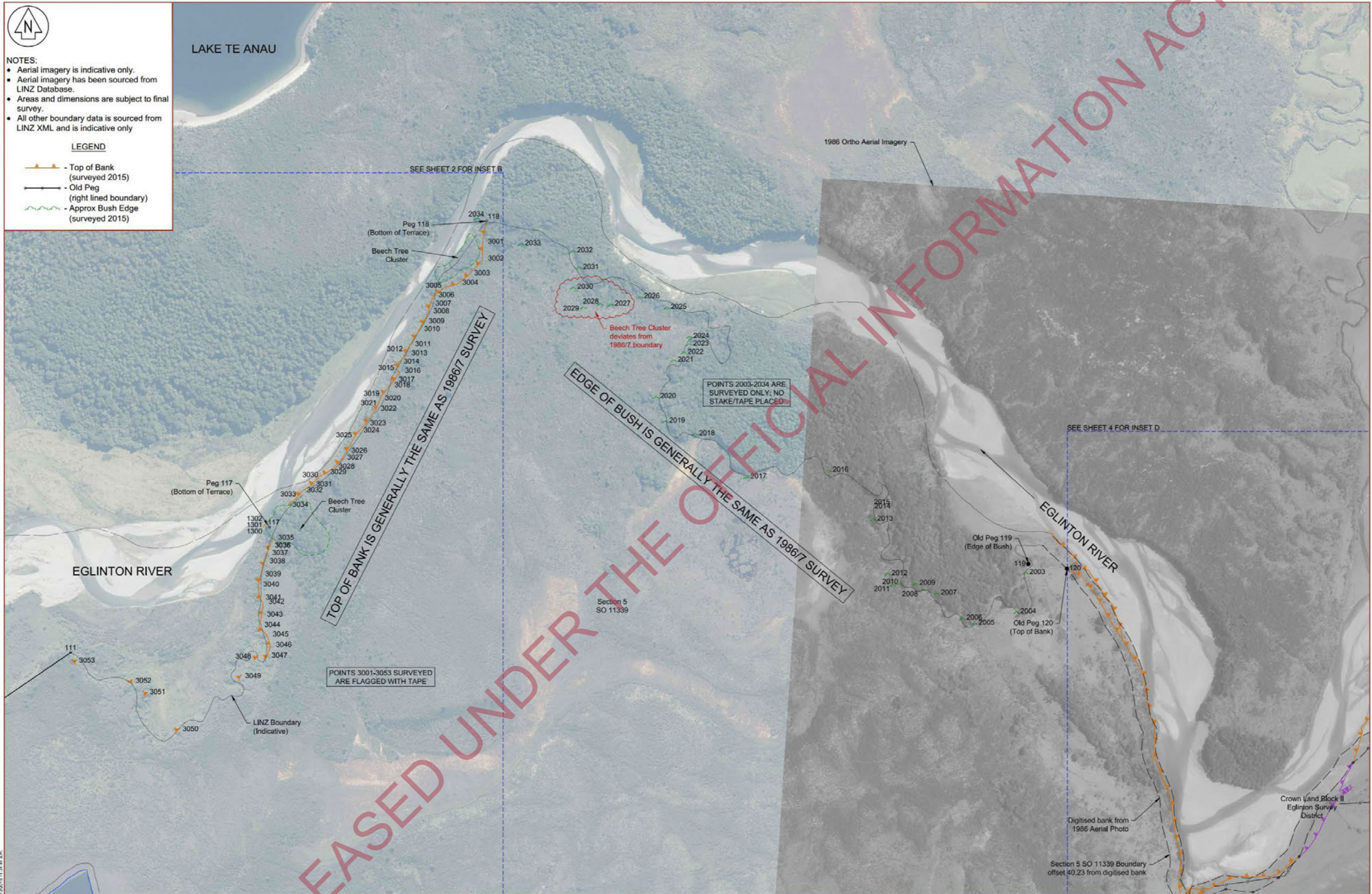
REV	REVISION DETAILS	DRN	CHK	DATE	 <p>1 03 218 2346 F 03 214 4285 F 0800 802 546 17 The Crescent, P.O. Box 1362, Invercargill 9840 admin@bonischconsultants.co.nz www.bonischconsultants.co.nz</p>		PROJECT: REDEFINITION SURVEY TE ANAU DOWNS, SOUTHLAND	SHEET TITLE: REDEFINITION SURVEY - OVERALL PLAN	SURVEYED:	JMH	2015	SCALE (ORIGINAL SIZE A1)	1:12,500
				DESIGNED:							DATE ISSUED	23.12.15	
				DRAWN:					CHM	2015			
				DRAWING CHECK:									
				DESIGN CHECK:									
				APPROVED:	JMH	11.12.15	JOB NO	4937	SHEET	1 of 4	REV	0	

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<p>REV: REVISION DETAILS</p> <table border="1"> <thead> <tr> <th>REV</th> <th>CHR</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REV	CHR	DATE				<p>bonisch consultants</p> <p>03 218 2346 03 214 4285 0800 802 946</p> <p>17 The Crescent, P.O. Box 1362, Invercargill 9840</p> <p>admin@bonischconsultants.co.nz</p>	<p>Department of Conservation</p> <p>Te Papa Atawhai</p>	<p>PROJECT: REDEFINITION SURVEY TE ANAU DOWNS, SOUTHLAND</p>	<p>SHEET TITLE: REDEFINITION SURVEY - INSETS A & B</p>	<p>SURVEYED: JMH 2015</p> <p>DESIGNED: JMH 2015</p> <p>DRAWN: CHM 2015</p> <p>DRAWING CHECK: CHM 2015</p> <p>DESIGN CHECK: CHM 2015</p> <p>APPROVED: JMH 11.12.15</p>	<p>SCALE (ORIGINAL SIZE A1): 1:5,000</p> <p>DATE ISSUED: 23</p> <p>JOB NO: 23.12.15</p> <p>SHEET: 2 of 4</p> <p>REV: 0</p>
REV	CHR	DATE										

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NOTES:

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- Areas and dimensions are subject to final survey.
- All other boundary data is sourced from LINZ XML and is indicative only.

LEGEND

- Top of Bank (surveyed 2015)
- Old Peg (right lined boundary)
- Approx Bush Edge (surveyed 2015)

REV	REVISION DETAILS	DRN	CHK	APP	DATE

bonisch consultants
 13 The Crescent, P.O. Box 1362, Invercargill 9840
 T: 03 218 2346 F: 03 214 4285 P: 0800 802 946
 E: admin@bonischconsultants.co.nz
 W: www.bonischconsultants.co.nz

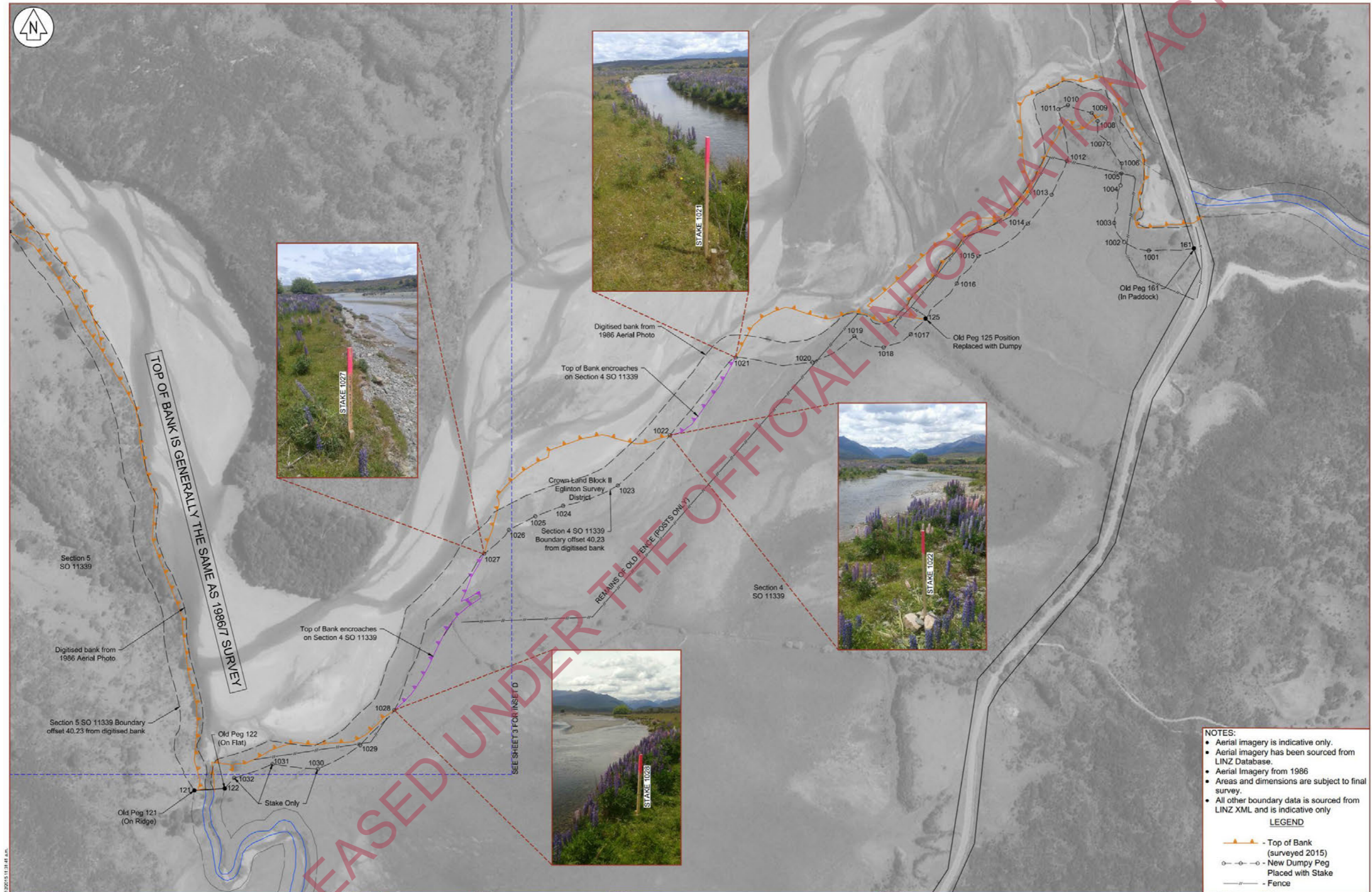
CLIENT: Department of Conservation
 Te Papa Atawhai

PROJECT: REDEFINITION SURVEY
 TE ANAU DOWNS,
 SOUTHLAND

SHEET TITLE: REDEFINITION SURVEY -
 INSET C

SURVEYED:	JMH	2015	SCALE (ORIGINAL SIZE A1):	1:5,000
DESIGNED:			DATE ISSUED:	23.12.15
DRAWN:	CHM	2015		
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DESIGN CHECK:				
APPROVED:	JMH	11.12.15	JOB NO:	4937
			SHEET:	3 of 4
			REV:	0

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- NOTES:**
- Aerial imagery is indicative only.
 - Aerial imagery has been sourced from LINZ Database.
 - Aerial Imagery from 1986
 - Areas and dimensions are subject to final survey.
 - All other boundary data is sourced from LINZ XML and is indicative only

LEGEND

- Top of Bank (surveyed 2015)
- - - - - New Dummy Peg Placed with Stake
- - - - - Fence

REV	REVISION DETAILS	DRN	CHK	APP	DATE

DRN	CHK	APP	DATE

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Department of Conservation

Te Papa Atawhai

PROJECT:

REDEFINITION SURVEY
TE ANAU DOWNS,
SOUTHLAND

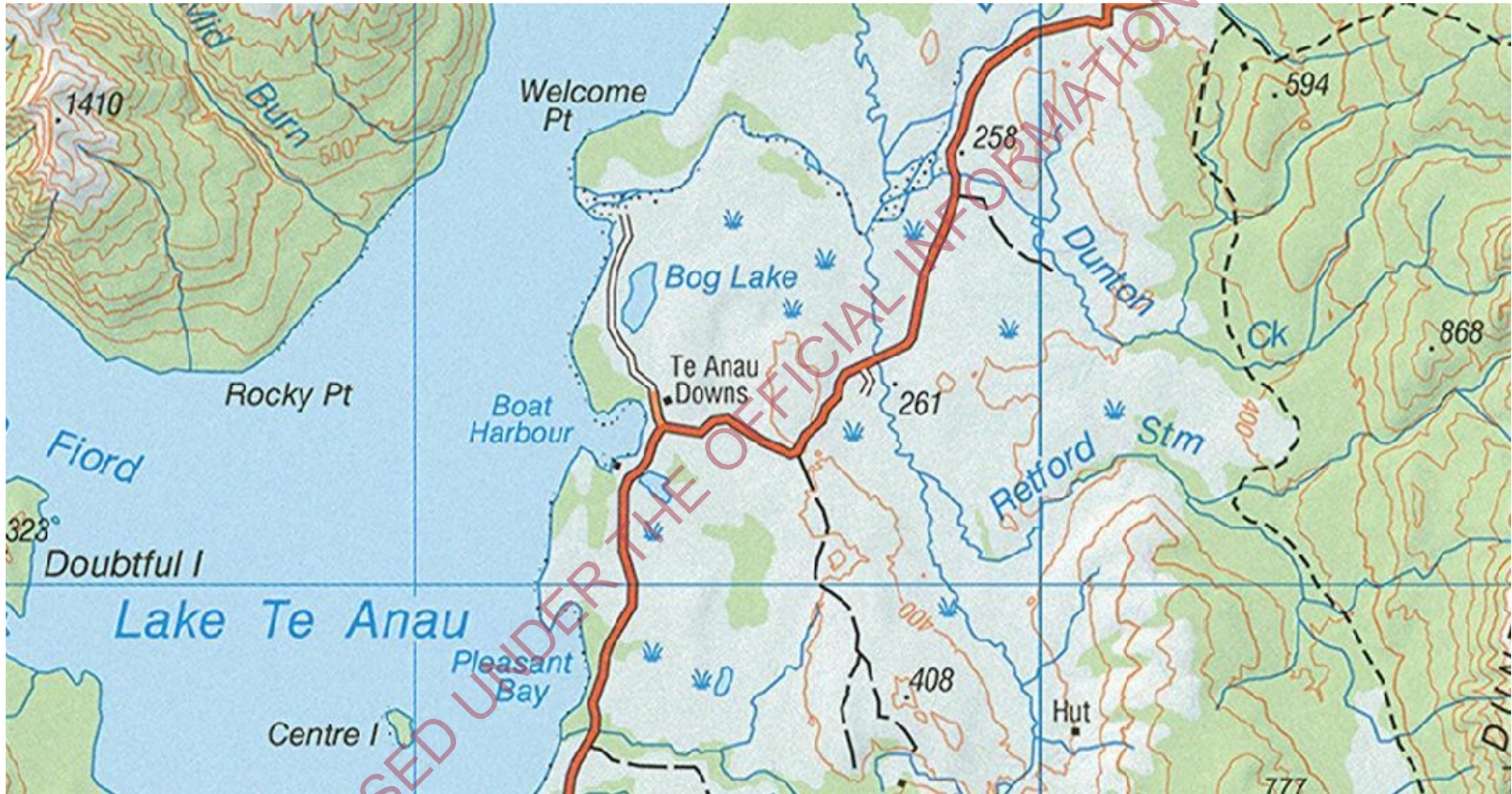
SHEET TITLE:

REDEFINITION SURVEY -
INSET D

SURVEYED:	JMH	2015	SCALE (ORIGINAL SIZE A1):	1:3,000
DESIGNED:	CHM	2015	DATE ISSUED	23.12.15
DRAWN:	CHM	2015	JOB NO	4937
DRAWING CHECK:			SHEET	4 of 4
DESIGN CHECK:			REV	0
APPROVED:	JMH	11.12.15		

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Appendix 3. Map of site location.



Attachment 2

12th February 2019

To: Deputy Director General – Operations
Mike Slater

CC Director Operations – Southern South Island

From: Operations Manager Te Anau

Fencing Agreement between Department of Conservation and Te Anau Downs Station

Purpose

To provide for a legal agreement for a “give and take” boundary fence between Fiordland National Park and Te Anau Downs Station preventing farm stock intrusion into the Park.

Context

Te Anau Downs Station (TADS), owned by a family trust and run by Peter Chartres, had historically grazed the Eglinton Valley (part Fiordland National Park (FNP). The Station freehold land is some 22,000 ha.

The grazing within FNP was finally terminated in the mid-1990s though the outcome was acrimonious and still disputed by Peter Chartres to this day. This has coloured attempts by DOC staff, since then, to complete the necessary fencing lower down the Eglinton River to exclude stock from the TADS from entering the Park.

The proposed fencing (13.2km) is all on the true left of the river and would close off the entire section from the Eglinton River gorge through to Te Anau Downs Bay. This would prevent stock, mainly cattle, from crossing the river and grazing the open land (known as the “Pig Farm”) – seen as a valued asset by Peter Chartres, as part of the former TADS lands prior to being gazetted as part of FNP. Overcoming this “sticking point” formed part of the negotiations over the past three years.

An email of 1998 from the then Southland Conservator, Lou Sanson, to Peter Chartres stated that DOC acknowledged that “until a mutually acceptable fencing agreement was reached, that stock may, from time to time enter FNP along the unfenced boundary. DOC would request that the Station remove the stock”. Stock have continued to graze in the National Park, prior to this and continue to this day.

Negotiations with Peter Chartres have largely been led by me and have continued for three years.

Under the Fencing Act 1978 the obligation is on the stock owner to ensure no domestic animals enter the Public Conservation Land. The normal Fencing Act provisions do not apply to National Parks.

Prior to my involvement in 2016 it was agreed that the Crown would fund the fencing and Capital (\$300,000) has been approved and held for the work.

Aside from the challenge of negotiating with a landowner who has been in grievance mode (loss of the Eglinton Valley grazing in FNP) as well as potentially losing additional grazing in the “Pig Farm”, there has been an attendant issue

running in parallel **Out of Scope**

The original fencing proposal was to align the fence with the legal (FNP/TADS) boundary.

It was clear, from the outset of my involvement, that was impractical. Some of the boundary was in the active riverbed now, other parts crossed major wetlands. The damage from floods and to SIV elements would be unacceptable. Without the “give and take” element the fencing of the legal boundary would not have been stockproof.

The proposed fenceline will be significantly less expensive as it allows for machinery to prepare the alignment whereas the legal boundary would have to be handcut due to the swampy conditions, would require a lot more work along the forest edges.

I worked with Peter on a “give and take” agreement which, in this final agreement for your consideration, puts approximately 60 ha. of TADS onto the DOC side of the fence and 26 ha. of FNP onto TADS side of the fence. The former is a significant and largely unmodified wetland plus straightening bush edge boundaries to produce a practical fencing alignment. The latter (FNP) is, in the main, river flats already grassed with very limited natural values.

I have worked with DOC legal to produce a Management Agreement (attached requiring your signature) to ensure that the “occupation” of the FNP land is bound by conditions and is renewable/reviewable.

The Fencing Agreement provides for:

- Full cost to DOC
- Maintenance cost to DOC
- Aligned along a surveyed line (as per the attached maps in the Agreement)
- Fencing standard
- Requires DOC to investigate any further fencing needs to prevent stock intrusion into the Park (area adjacent to Boyd Creek).

The agreement acknowledges and “allows” for ongoing grazing within FNP (in the area known as the “Pig Farm”) until 31st December 2020.

The Fencing and Management Agreements (attached) have now been signed by Peter Chartres and now require (under delegation) the signature of the Deputy Director General, Operations.

Action Sought

1. Director SSI Operations – recommendation to DDG – Operations

Recommendation

Approval

Signature..... Date.....

2. DDG – Operations

Approved /Decline to Approve

(If Approved please authorise the attached documents)

Signature..... Date.....

For your consideration

Greg Lind
Operations Manager Te Anau

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Attachment 3



Department of Conservation
Te Papa Atawhai

Fencing Agreement Number: Te Anau

17/1

FENCING AGREEMENT

THIS AGREEMENT is made this *12th* day of *March 2019*

PARTIES:

1. **HER MAJESTY THE QUEEN** acting through the **DIRECTOR-GENERAL OF CONSERVATION**, ("the Director-General")
2. **PETER DONALD CHARTRES and C P TRUSTEES LIMITED** ("the Occupier")

BACKGROUND

- A. The Director-General is the administrative head of the Department of Conservation Te Papa Atawhai (the Department). The Department is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- B. The Occupier is the owner of the Occupier's Land and the Director-General administers Fiordland National Park.
- C. The parties wish to undertake and complete fencing work between the Occupier's Land and Fiordland National Park.
- D. The parties wish to record the terms and conditions of their agreement in this document and its Schedules.
- E. Under section 53(2)(i) of the Conservation Act 1987 the Director-General has the power to enter into contracts and agreements necessary for exercising such powers as to enable the Department of Conservation to perform its functions.

OPERATIVE PART

The parties agree that the fencing work will be completed as described in the Schedules to this document.

SIGNED on behalf of the Director-General of Conservation by
Michael Slater, Deputy Director-General Operations

s9(2)(a)

acting under delegated authority

in the presence of:

Witness Signature..

s9(2)(a)

Witness Name.....

Nicky Bradley

Witness occupation.....

PA

Witness Address.....

*DOC, 18 Manners St
Wellington*

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18 - 32 Manners Street, Wellington.

SIGNED by **Peter Donald Chartres**

s9(2)(a)

in the presence of:

Witness Signature..

s9(2)(a)

Witness Name.....

s9(2)(a)

Witness occupation.....

s9(2)(a)

Witness Address.....

s9(2)(a)

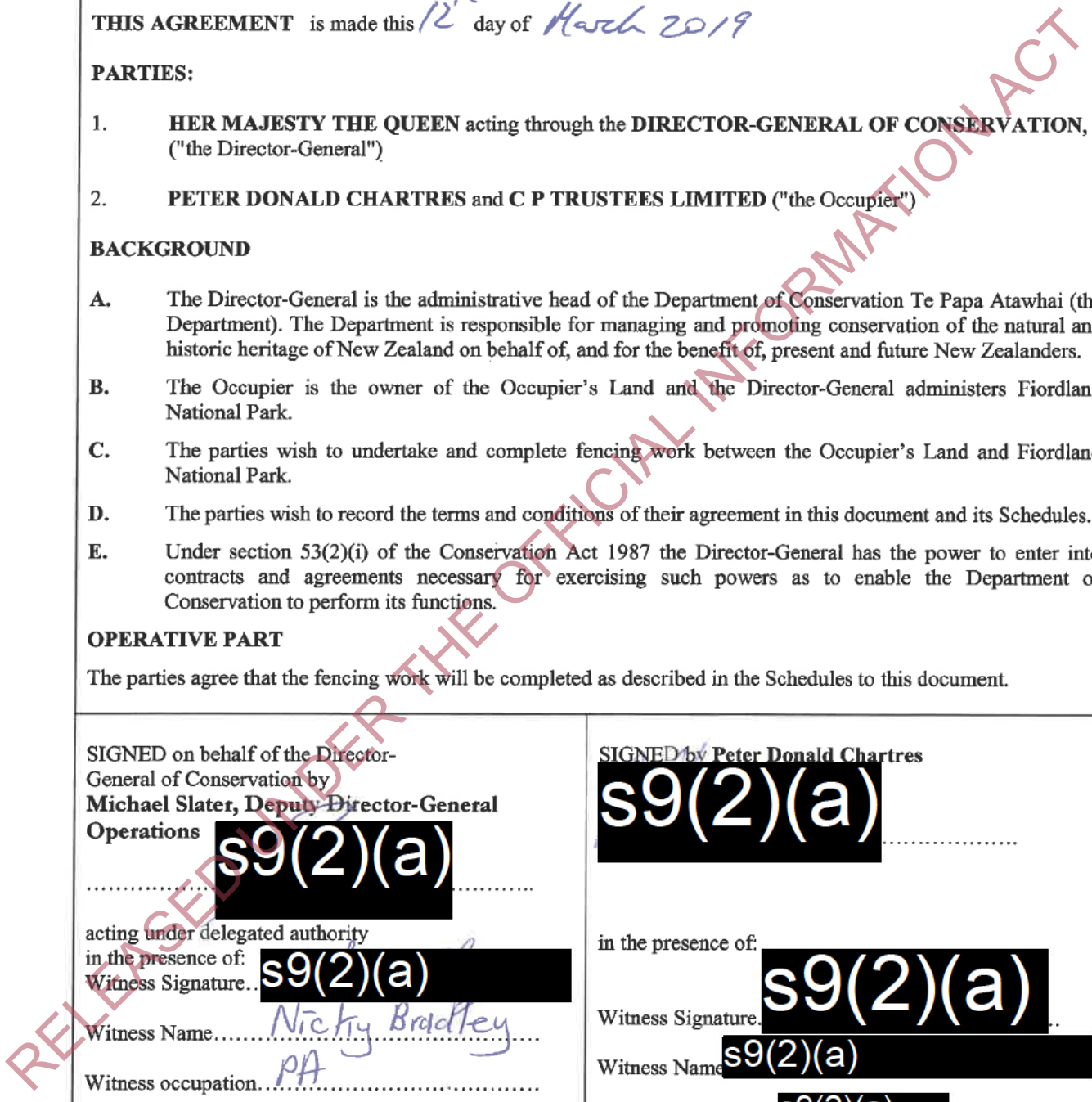
s9(2)(a)

Occupier's initials

s9(2)(a)

Director-General's initials

s9(2)(a)



<p>SIGNED by C P Trustees Limited</p> <p>as director of</p> <p>s9(2)(a)</p> <p>.....</p> <p>in the presence of:</p> <p>Witness Signature s9(2)(a)</p> <p>Witness Name s9(2)(a)</p> <p>Witness occupation s9(2)(a)</p> <p>Witness Address s9(2)(a)</p>	<p>SIGNED by C P Trustees Limited</p> <p>as director of</p> <p>s9(2)(a)</p> <p>.....</p> <p>in the presence of:</p> <p>Witness Signature s9(2)(a)</p> <p>Witness Name s9(2)(a)</p> <p>Witness occupation s9(2)(a)</p> <p>Witness Address s9(2)(a)</p>
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Occupier's initial s9(2)(a)		Director-General's initials s9(2)(a)
s9(2)(a)		

SCHEDULE 1

<p>1. Fencing Construction Commencement Date: March 2019</p>	<p>2. Fencing Completion Date: March 2020</p>
<p>3. Land Registration District: Southland</p>	<p>4. Occupier's Land: Certificate of Title Number: Part SL10A/651 Legal Description: Sections 1, 4 and 5 Survey Office Plan 11339</p>
<p>5. Protected Area The following areas with Fiordland National Park: Crown Land Block III Eglinton Survey District Crown Land Block II Eglinton Survey District Area with LINZ Parcel ID 3301543 Crown Land Block V Eglinton Survey District</p>	<p>6. Fencing Work: Give and take fence as specified in Schedule 3.</p>
<p>7. Line clearing and laying the fence line to be completed and paid for by: The Director-General</p>	<p>8. Fencing work to be completed and paid for by: The Director-General.</p>
<p>9. Supervisor: Alastair Hay, Ranger Operations, Te Anau Office</p>	<p>10. Additional Documents: Management agreement attached as Schedule 5 (Management Agreement).</p>
<p>11. Addresses for service: The Director-General's address for service is: Department of Conservation Lakeview Drive, Te Anau, PO Box 29 9640</p>	<p>The Occupier's address for service is: C/- Peter Chartres, Te Anau Downs Station, Milford Highway Rd, Te Anau</p>

s9(2)(a)		Director-General's initials	s9(2)(a)	
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SCHEDULE 2

SPECIAL CONDITIONS

1.0 THE FENCING WORK

1.1 The parties agree that the fence work described in Item 6 of Schedule 1 will be completed and the fence detailed in Schedule 3 will be constructed on the levels and the alignment marked on the plan in Schedule 4.

2.0 CLEARING THE FENCELINE

2.1 The party noted in Item 7 of Schedule 1 must clear the fence line and lay out the fencing materials before the Fencing Construction Commencement Date.

2.2 Clearance of the fence line will be by mechanised machinery (digger) with the centre line representing the line of the fence to be erected.

3.0 CONSTRUCTION

3.1 The party noted in Item 8 of Schedule 1 must commence the fencing construction work on or after the Fencing Construction Commencement Date and the fence must be completed by the Fencing Completion Date.

3.2 The Director-General shall provide the Occupier with written notice of the actual date of completion of the fencing construction work.

4.0 FENCING STANDARDS

4.1 The parties agree that:

(a) a high quality of work is required. The transitions in alignment must be free flowing, follow prepared ground contours and be continuous in appearance.

(b) no changes in design, placement or materials are to be made without the prior written approval of both parties.

(c) all equipment belonging to the party completing the fencing work and all rubbish must be removed by that party from the site immediately following completion.

5.0 BOUNDARY FENCE

5.1 The Director-General has the right of general use of the Occupier's Land on the side of the give and take fence adjacent to the Protected Area consistent with his or her statutory functions.

5.2 The Occupier has the right to use the Protected Area on the side of the give and take fence adjacent to the Occupier's Land under the terms of the Management Agreement.

s9(2)(a)	Director-General's initials	s9(2)(a)
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- 5.3 The parties are responsible for keeping the land given and taken for their general use, free and clear of all rubbish and pests and must at their own expense comply with the provisions and requirements of the Biosecurity Act 1993.

6.0 MAINTENANCE

- 6.1 The fence must be maintained in good repair and condition. The Director-General will be liable for the costs of any maintenance or repairs except where damage is caused to the fence by the actions of the Occupier or activities on the Occupier's Land in which case the full cost will be the responsibility of the Occupier.

7.0 EARTH MOVEMENTS ETC

- 7.1 If the fence requires replacing, shifting or repairing owing to earth movements or to other forces of nature, the Director-General will be liable for the costs of such replacing, shifting or repairing.

8.0 OTHER COSTS AND EXPENSES

- 8.1 Except as otherwise provided in this agreement, each party is responsible for its own costs and expenses incurred in entering into and implementing the terms of this agreement including legal costs and expenses as between solicitor and client.

9.0 UPPER EGLINTON RIVER AREA

- 9.1 The Director-General will develop a written proposal ("Proposal") for fencing requirements for the upper Eglinton River area to the north of Inset 3 of the plan in Schedule 4 ("Upper Eglinton River Area") and provide this to the Occupier.
- 9.2 The Proposal will include that any fencing for the Upper Eglinton River Area must be completed at the Director-General's cost and completed before 31 December 2020.
- 9.3 Based on the Proposal, the parties will then endeavour to agree upon an addendum ("Addendum") to this agreement for fencing requirements in the Upper Eglinton River Area.
- 9.4 The parties agree that no fencing work will be required for the Upper Eglinton River Area until the Addendum has been executed by both parties.

10.0 REGISTRATION

- 10.1 The parties may:
- (a) execute any instrument containing the covenants within this agreement in a form registrable under the Land Transfer Act 1952 or any legislation enacted in substitution (Instrument); and
 - (b) register an Instrument or this agreement (if registrable) against the certificate of title to the Occupier's Land.

s9(2)(a)	Director-General's initials	s9(2)(a)
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10.2 Each party must co-operate in good faith to take all steps and execute all documents necessary to effect registration of an Instrument or this agreement on the certificate of title to the Occupier's Land if one party requires registration.

11.0 DEFAULT

11.1 If either party fails or neglects to observe or comply with any of the terms or conditions contained in this agreement or the Management Agreement then the party not in default may on first giving at least 7 days written notice to the other party:

- (a) cancel this agreement; or
- (b) remedy such default.

11.2 In either such event the party in default must reimburse all reasonable costs and expenses incurred by the non-defaulting party (including legal costs and expenses as between solicitor and client) in cancelling this agreement or remedying or attempting to remedy such default and must indemnify the non-defaulting party in respect of any loss or damage arising from the default. The defaulting party must make payment upon demand. If payment is not so made then interest at double the Director-General's bank's then current highest 90-day bank bill buy rate is payable on the outstanding sum until the debt is paid in full.

12.0 DISPUTES

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

12.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to it writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration to be carried out in accordance with the Arbitration Act 1996.

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

12.4 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the local branch of the New Zealand Law Society is to appoint the arbitrator. In either case, the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

13.0 NOTICES

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

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

Occupier's initials s9(2)(a)		Director-General's initials s9(2)(a)
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- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of a letter, on the third working day after posting;
- (c) in the case of facsimile, on the date of dispatch.

14.0 ENTIRE AGREEMENT

14.1 Except as provided by legislation or expressly referred to in this agreement, this agreement, its Schedules and any written variation agreed by the parties contain the entire understanding between the parties with reference to the subject matter of this agreement and there is no other agreement, representation or warranty whether it is expressed or implied which in any way extends, defines or otherwise relates to the provisions of this agreement.

15.0 WAIVER

15.1 Failure or neglect by the Director-General to enforce at any time any of the provisions of this agreement is not to be construed or deemed to be a waiver of the Director-General's rights under it; and is not to affect in any way the validity of the whole or any part of it or prejudice the Director-General's rights to take subsequent action.

16.0 SEVERABILITY

16.1 Any illegality, or invalidity or unenforceability of any provision in this agreement is not to affect the legality, validity or enforceability of any other provisions.

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s9(2)(a)	Director-General's initials	s9(2)(a)
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SCHEDULE 3

FENCE SPECIFICATIONS

Fence to be of a 9-wire construction, of 2.5 mm wire. The top wire to be barbed. Post spacing to be 4 meters centre to centre. Posts to be 1.8 metres by 125mm.

Strainers to be 2.4 m by 200mm. Stays to be 2.4 m by 125mm. Staples used will be 50 mm. Tops of strainers and posts not to be cut. Angle stay to be cut into strainer and foot to be driven as deep as possible. There will be permanent triplex-type strainers at least every 3 corners. Tie downs in hollows ½ y post (750) mm driven on 45 degrees and secured with a 150mm nail.

Gates will be of heavy duty design and swung inwards towards farm. Flood gates design will be specified later.

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SCHEDULE 5



Department of Conservation
Te Papa Atawhai

MANAGEMENT AGREEMENT

BETWEEN: Peter Chartres "the Manager"

AND: Director-General of Conservation
"the Director-General"

DATE:

docCM Reference-3142174

Registry reference no.:

PREAMBLE

The Department of Conservation Te Papa Atawhai (the Department) is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.

Under section 53(2)(i) of the Conservation Act 1987, the Director-General has the power to enter into agreements necessary for exercising such powers as to enable the Department to perform its functions.

OPERATIVE PART

The parties agree that the Management Activity will be carried out as described in the Schedules.

MANAGER

SIGNED by Peter Donald Chartres:

s9(2)(a)

Address: Te Anau Downs Station, Milford Highway Rd,
Te Anau

Witness signature

in the presence of:

s9(2)(a)

s9(2)(a)

Witness name

Witness occupation

Witness address

s9(2)(a)

Note:

- A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington 6011.
- Please initial each page of Schedule 1

DEPARTMENT OF CONSERVATION

SIGNED on behalf of the Director-General of Conservation by Michael Slater:

s9(2)(a)

Title: Deputy Director-General
Operations

Phone number/email: 0274345904,
mslater@doc.govt.nz

Witness signature

Acting under delegated authority in the presence of:

s9(2)(a)

Witness name

Witness occupation

Witness address

Nicky Bradley

PA

DOC, 18 manners st, Wellington

Manager's initials s9(2)(a)		Director-General's initials s9(2)(a)
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**Section A
Background**

This Management Agreement is entered into in association with a fencing agreement (Fencing Agreement) between the parties concerning a give-and-take boundary fence between the land defined as the Occupier's Land in the Fencing Agreement (Manager's Land) and Fiordland National Park.

The Fencing Agreement has been entered into as part of the Director-General's function in managing public conservation land. The fencing arrangement is intended to eliminate stock incursion into indigenous forest in Fiordland National Park, consistent with section 4(2)(b) of the National Parks Act 1980.

The Fencing Agreement is a give-and-take fence as fencing exactly on the legal boundary between the properties is impractical. The Fencing Agreement will involve stock grazing on Fiordland National Park on the side of the give-and-take fence adjacent to the Manager's Land.

The parties wish to formalise this arrangement in a Management Agreement, to recognise the wider management function of the give-and-take fence and the weed control functions of the grazing.

**Section B
The Site:**

The parts of the following areas within Fiordland National Park that are on the side of the give and take fence (marked on the plan in Schedule 4 of the Fencing Agreement) adjacent to the Manager's Land:

Crown Land Block III Eglinton Survey District

Crown Land Block II Eglinton Survey District

Area with LINZ Parcel ID 3301543

Crown Land Block V Eglinton Survey District

If the parties execute an addendum to the Fencing Agreement, with respect to the upper Eglinton River area under clause 9 of the Fencing Agreement, the Site shall also include the protected areas covered by that addendum.

**Section C
Management Activity:
(Clause 1)**

Grazing of suitable domestic farm stock on the Site.

In addition, in relation to the areas known as the Swingbridge and Dunton Hay Paddock:

- Planting crops for grazing by stock;
- Planting stock fodder crops for harvest (such as hay/silage, swedes and brassicas); and
- Harvesting stock fodder crops.

The Manager must ensure that the stock do not graze to a level resulting in damage to, or pugging of, the Site. To avoid doubt, this does not apply to the planting or harvesting of fodder crops.

The Manager shall not unreasonably prevent access to the Site by the Director-General and his or her employees, contractors, licensees and invitees.

**Section D
Term:**

s9(2)(a)		Director-General's initials	s9(2)(a)
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(Clause 4)

Five years, commencing on the date the Occupier receives written notice from the Director-General that the fencing work has been completed under clause 3.2 of the Fencing Agreement.

Right of renewal: Yes

RELEASED UNDER THE OFFICIAL INFORMATION ACT

<i>Manager's initials</i> s9(2)(a)		<i>Director-General's initials</i> s9(2)(a)	
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SCHEDULE 2

TERMS AND CONDITIONS

1. Management Activity

- 1.1 The Management Activity is that described in Section C Schedule 1. Any activities which, in the opinion of the Director-General, go beyond the nature and scope of the Management Activity are to require a further or different form of agreement between the parties.
- 1.2 The Manager must undertake the Management Activity in accordance with, and must comply with, the terms and conditions contained in this Agreement and its Schedules.
- 1.3 The Manager is responsible for the acts and omissions of its employees, contractors, agents, clients, volunteers and invitees (excluding other members of the public accessing the Site). The Manager is liable under this Agreement for any breach of the terms of the Agreement by its employees, contractors, agents, clients, volunteers and invitees (excluding other members of the public accessing the Site), as if the breach had been committed by the Manager.

2. Director-General Approvals

- 2.1 The Manager must obtain the Director-General's consent or approval on each separate occasion his or her consent is expressly required under a provision of this Agreement. Approvals provided on earlier occasions in no way infer subsequent activities requiring consent are automatically approved by the Director-General.
- 2.2 Where this Agreement requires the Director-General to exercise discretion or give any approval to the Manager, then the Director-General must act reasonably and within a reasonable timeframe.
- 2.3 When the Director General is required to provide consent to the Manager under this Agreement, such consent must not be unreasonably withheld.

3. Communications

- 3.1 Where this Agreement provides for approvals, notices or information to be given by one party to the other, they must be provided in writing in the same manner as a notice provided under clause 13 of the Fencing Agreement.

4. Right of Renewal

- 4.1 This Agreement shall automatically renew upon the expiry of the Term, and each subsequent term, for a further term of 5 years, provided that:
 - (a) the Director-General has not provided written notice before the end of the term that he or she does not wish to renew the Agreement; and
 - (b) the Manager is not in breach of this Agreement.
- 4.2 Each renewal is to be on the same terms and conditions as in this Agreement including this right of renewal.

5. Disposal of Interest

- 5.1 The Manager must not transfer, sub licence, assign, mortgage or otherwise dispose of the Manager's interest under this Agreement or any part of it (which includes the Manager entering into a contract or any other arrangement whatsoever whereby the Management Activity would be carried out by a person (called the assignee) other than the Manager) without the prior written consent of the Director-General.

s9(2)(a)	Director-General's initials	s9(2)(a)
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6. Obligations to protect the environment

- 6.1 Except where permitted by this Agreement the Manager must not cut down or damage any vegetation; or damage any natural feature or historic resource on the Site; or light any fire on the Site without the prior consent of the Director-General.
- 6.2 The Manager must ensure that it adheres to the international "Leave No Trace" Principles at all times (www.leavenotrace.org.nz).
- 6.3 The Manager must not bury:
- (c) any toilet waste within 50 metres of a water source on the Site; or
 - (d) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.
- 6.4 The Manager must immediately report to the Director-General any act in contravention of this Clause 6 and wherever possible the names and addresses of any persons carrying out such acts, and details of circumstances surrounding any such incidents.

7. The erection of new structures or land alterations

- 7.1 The Manager must not erect, alter or bring on to the Site any structure nor alter the Site in any way without the prior approval of the Director-General.

8. Future grazing in Fiordland National Park

- 8.2 Should any future grazing opportunities arise in Fiordland National Park, the Director-General shall notify the Manager. The Manager's uptake of any such grazing opportunities shall be subject to applicable legislation, in particular Part 3B of the Conservation Act 1987.

9. Termination of Agreement or remedy of default

- 9.1 If either party fails or neglects to observe or comply with any of the terms or conditions contained in this Agreement or the Fencing Agreement then the party not in default may on first giving at least 7 days written notice to the other party:
- (a) cancel this agreement; or
 - (b) remedy such default.
- 9.2 In either such event the party in default must reimburse all reasonable costs and expenses incurred by the non-defaulting party (including legal costs and expenses as between solicitor and client) in cancelling this Agreement or remedying or attempting to remedy such default and must indemnify the non-defaulting party in respect of any loss or damage arising from the default. The defaulting party must make payment upon demand. If payment is not so made then interest at double the Director-General's bank's then current highest 90-day bank bill buy rate is payable on the outstanding sum until the debt is paid in full.

10. On termination or expiry of the Agreement

- 10.1 Subject to the Fencing Agreement:

- (a) On termination or expiry of this Agreement, either as to all or part of the Site, the Manager is not entitled to compensation for any structures or other improvements placed or carried out by the Manager on the Site.
- (b) The Manager may, with the Director-General's written consent, remove any structures and other improvements on the Site. Removal under this clause must occur within the time specified by the Director-General and the Manager is to make good any damage and leave the Site and other public conservation land affected by the removal in a clean and tidy condition.

<i>Manager's initials</i> s9(2)(a)		<i>Director-General's initials</i> s9(2)(a)	
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- (c) The Manager must, if the Director-General gives written notice, remove any structures and other improvements on the Site. Removal under this clause must occur within the time specified by the Director-General and the Manager is to make good any damage and leave the Site and other public conservation land affected by the removal in a clean and tidy condition and replant the Site with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term.

11 Variation of the Agreement

- 11.1 The Director-General, on request or on his or her own motion, may vary the conditions of this Agreement where the variation is necessary to deal with significant adverse effects of the Management Activity that were not reasonably foreseeable at the time this Agreement was entered into.

12 Dispute Resolution

- 12.1 If a dispute arises between the parties in connection with this Agreement the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute in the same manner as a dispute would be resolved under clause 12 of the Fencing Agreement.

13 Scope of the Agreement

- 13.1 Except as provided by legislation or as expressly referred to in this Agreement, this Agreement and any written variation to it contain the entire understanding between the parties with reference to the subject matter of this Agreement and there is no other agreement, representation or warranty whether it is expressed or implied which in any way extends, defines or otherwise relates to the provisions of this Agreement.

14 Severing Provisions

- 14.1 Any illegality, or invalidity or unenforceability of any provision in this Agreement is not to affect the legality, validity or enforceability of any other provisions.

15 Relationship of Parties

- 15.1 For the avoidance of doubt, the relationship of the parties under this Agreement is not one of partnership,¹ joint venture,² or agency.³
- 15.2 Nothing expressed or implied in this Agreement is to be construed as conferring on the Manager any right of exclusive occupation, use or interest in the Site or affect the rights of the Director-General and the public to have access across the Site.

¹ Partnership has the same meaning as, although not limited to, that set out in s 4(1) of the Partnerships Act 1908 – the relation which subsists between persons carrying on business (being a trade, occupation or profession) in common with a view to profit.

² Although not limited to this, a Joint Venture is an association of persons for the purposes of a particular trading, commercial or other financial endeavour with a view to mutual profit.

³ Agency is a relationship whereby one person is authorised to act for another.

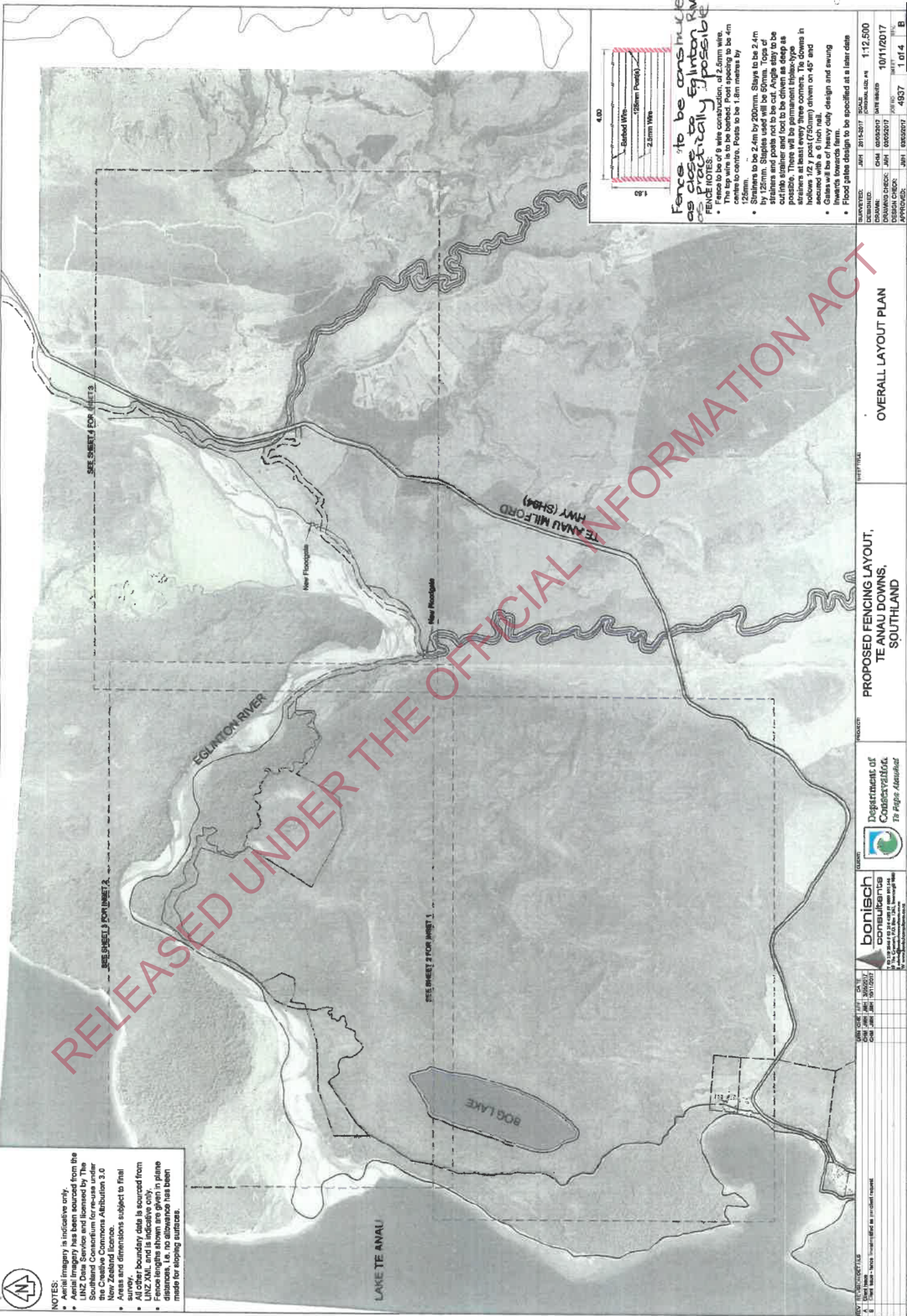
<i>Manager's initials</i>		<i>Director-General's initials</i>
s9(2)(a)		s9(2)(a)

RELEASED UNDER THE OFFICIAL INFORMATION ACT



NOTES:

- Aerial imagery is indicative only.
- Aerial Imagery has been sourced from the LINZ Data Service and licensed by The Southland Consortium for re-use under the Creative Commons Attribution 3.0 New Zealand license.
- Areas and dimensions subject to final survey.
- All other boundary data is sourced from FINZ, NZL, and is indicative only.
- Fence posts and strainers are given plane distances. No allowance has been made for sloping surfaces.



Fence to be constructed as close to Eglington River as practically possible.

FENCE NOTES:

- Fence to be of 6 wire construction, of 2.5mm wire.
- Top wire to be barbed. Post spacing to be 4m centre to centre. Posts to be 1.8m metres by 125mm.
- Strainers to be 2.4m by 200mm. Slays to be 2.4m by 125mm. Staples used will be 50mm. Tops of strainers and posts not to be cut. Angle slay to be cut into spigot and foot to be driven as deep as possible. There will be permanent triplex-type strainers at least every three corners. The downs in hollows 1/2.7 post (750mm) driven on 45° and secured with a 6 inch nail.
- Gates will be of heavy duty design and swing.
- Flood gates design to be specified at a later date.

SURVEYED:	JUN 18 2015-2017	SCALE	1:12,500
DESIGNED:	SAH 08/05/2017	DATE REVISED	10/11/2017
DRAWING CHECK:	JAH 08/05/2017	DATE	10/11/2017
DESIGN CHECK:	JAH 08/05/2017	DATE	10/11/2017
APPROVED:	JAH 08/05/2017	DATE	10/11/2017
PROJECT NO:		4937	B
SHEET NO:		1	1 of 4

OVERALL LAYOUT PLAN

PROPOSED FENCING LAYOUT, TE ANAU DOWNS, SOUTHLAND

Department of Conservation
To Page Attached

bonisch consultants
100 The Terrace, PO Box 1142, Dunedin
Tel: 03 478 0000

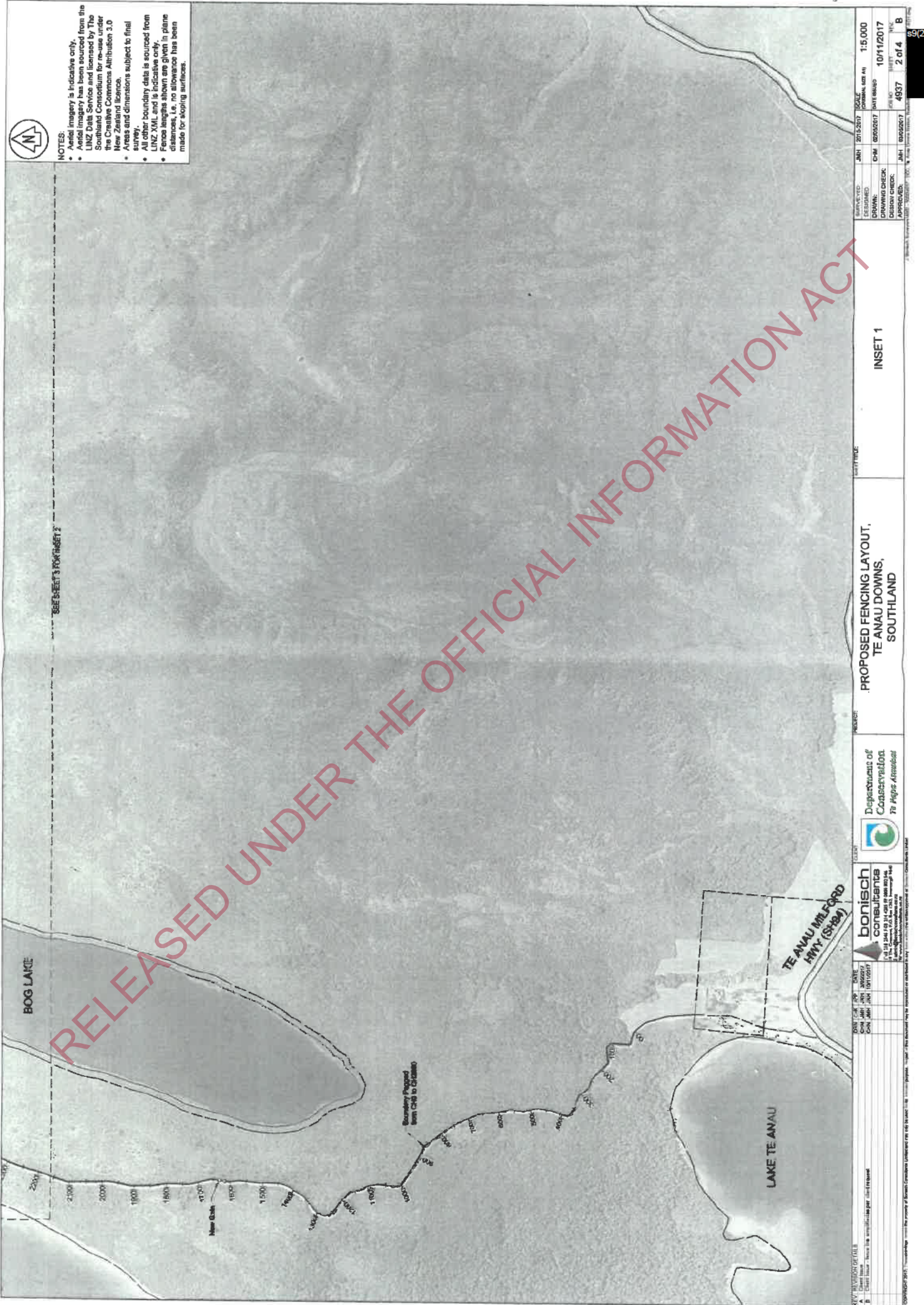
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10/11/2017	JAH	ISSUED FOR PERMIT
10/11/2017	JAH	ISSUED FOR PERMIT



NOTES:

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- Areas and dimensions subject to final survey.
- Boundary data is sourced from LINZ XM data, indicative only.
- Fence lengths shown are given in plane distances. i.e. no allowance has been made for sloping surfaces.

SEE SHEET'S FOR INSET 2



PROPOSED FENCING LAYOUT,
TE ANAU DOWNS,
SOUTHLAND

INSET 1



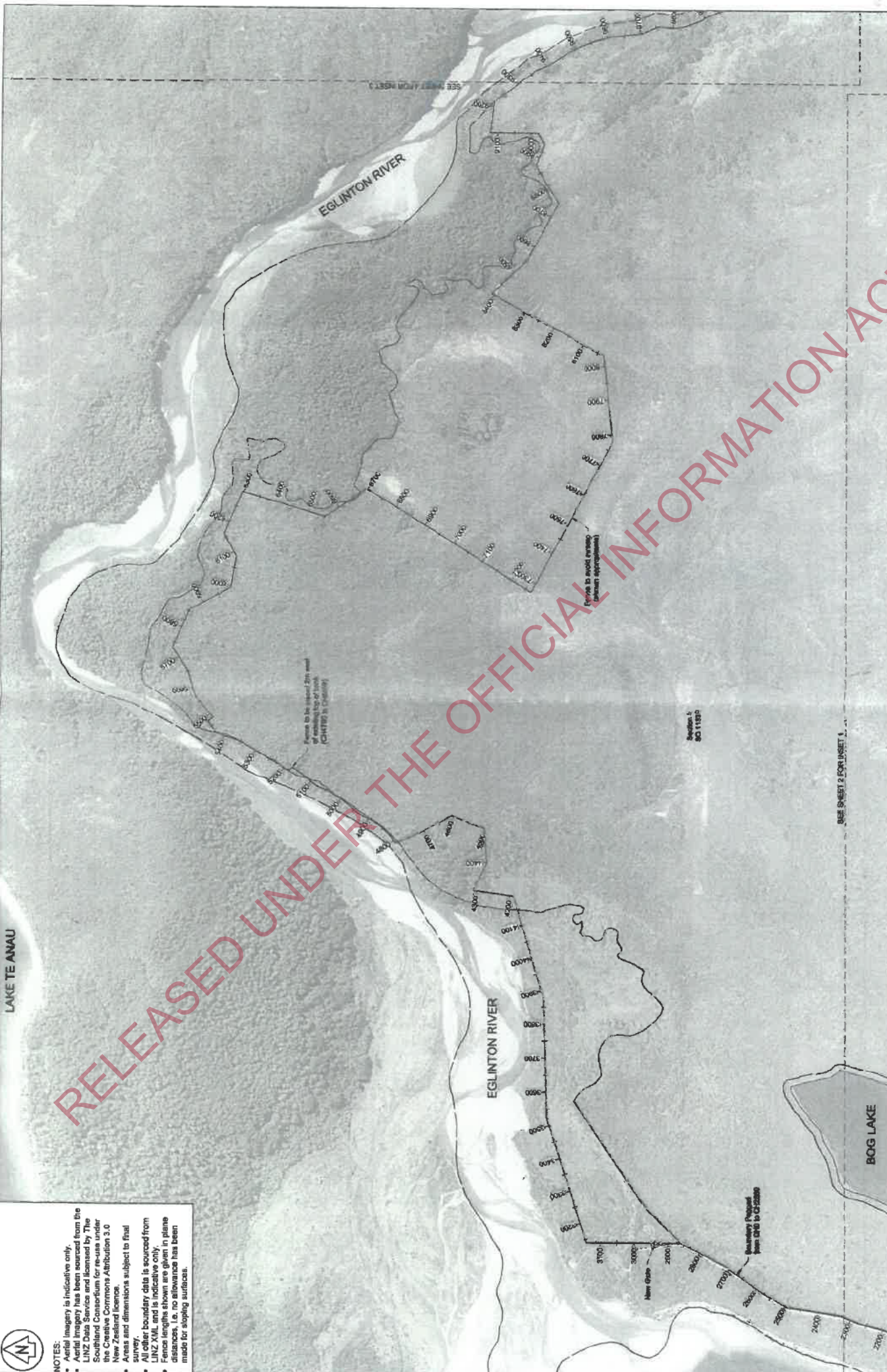
bonisch
consultants
111 241 9111 or 0800 821 54
www.bonisch.co.nz

DATE	BY	DATE	BY
10/11/2017	JM	10/11/2017	JM
10/11/2017	JM	10/11/2017	JM

APPROVED:	DATE:	SCALE:
JM	10/11/2017	1:5,000
DRAWN:	DATE:	DATE:
CH	02/02/2017	10/11/2017
DRAWING CHECK:	DATE:	DATE:
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DESIGN CHECK:	DATE:	DATE:
JM	02/02/2017	10/11/2017
PROJECT NO.:	PROJECT NAME:	PROJECT LOCATION:
4937		
SCALE:	DATE:	DATE:
2.0:4		



- NOTES:**
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 - Areas and dimensions subject to final survey.
 - All color boundary data is sourced from LINZ. Measurements are indicative only.
 - Final measurements are based on plane distances, i.e. no allowance has been made for sloping surfaces.



PROJECT: PROPOSED FENCING LAYOUT, TE ANAU DOWNS, SOUTHLAND		SHEET NO: INSET 2	
DRAWN BY: JAM/JAM		DATE: 10/11/2017	
CHECKED BY: JAM/JAM		DATE: 10/11/2017	
DESIGNED BY: JAM/JAM		DATE: 10/11/2017	
APPROVED BY: JAM/JAM		DATE: 10/11/2017	
SCALE: 1:5,000		SHEET: 3 of 4	
PROJECT NO: 10/11/2017		DRAWING NO: 4937	
DATE: 10/11/2017		DATE: 10/11/2017	
DRAWING CHECK: JAM/JAM		DATE: 10/11/2017	
DESIGN CHECK: JAM/JAM		DATE: 10/11/2017	
APPROVED: JAM/JAM		DATE: 10/11/2017	



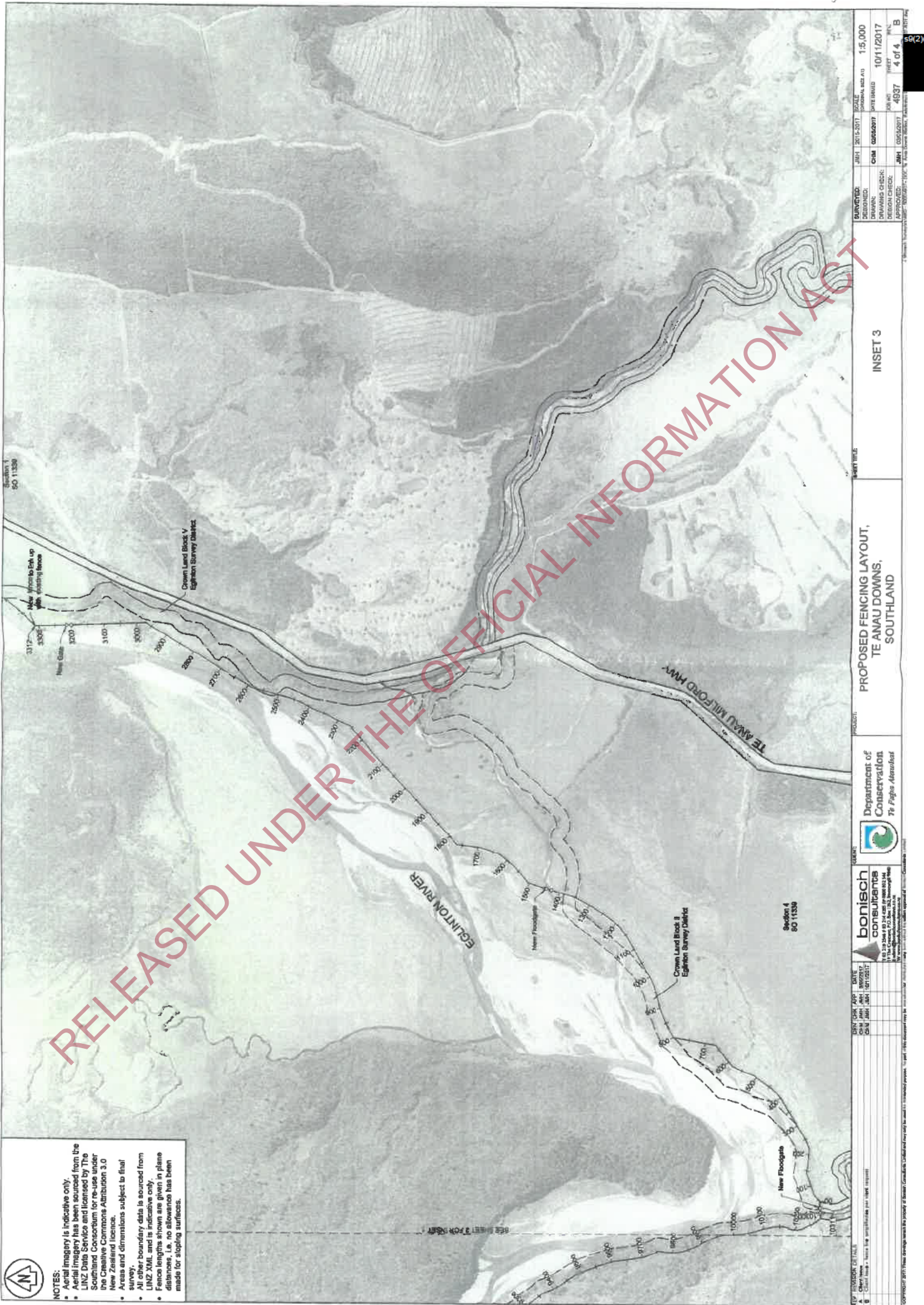
10/11/2017
 A. J. Chert (owner)
 B. J. Chert (owner)
 C. J. Chert (owner)
 D. J. Chert (owner)
 E. J. Chert (owner)
 F. J. Chert (owner)
 G. J. Chert (owner)
 H. J. Chert (owner)
 I. J. Chert (owner)
 J. J. Chert (owner)
 K. J. Chert (owner)
 L. J. Chert (owner)
 M. J. Chert (owner)
 N. J. Chert (owner)
 O. J. Chert (owner)
 P. J. Chert (owner)
 Q. J. Chert (owner)
 R. J. Chert (owner)
 S. J. Chert (owner)
 T. J. Chert (owner)
 U. J. Chert (owner)
 V. J. Chert (owner)
 W. J. Chert (owner)
 X. J. Chert (owner)
 Y. J. Chert (owner)
 Z. J. Chert (owner)

50(2)(a)



NOTES:

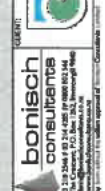
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DATE	BY	SCALE
2015-2017	JRM	1:5,000
DATE	BY	SCALE
10/12/2017	JRM	1:5,000

PROJECT TITLE:
INSET 3

**PROPOSED FENCING LAYOUT,
TE ANAU DOWNS,
SOUTHLAND**



DATE	APP	DATE
2015	JRM	2017

PROJECT: Section 80 11330
CLIENT: Department of Conservation
CONSULTANT: bonisch
 bonisch consultants
 181, St. Asaph Street, Christchurch, New Zealand
 Phone: +64 (0)3 366 8300 | Fax: +64 (0)3 366 8301
 Email: info@bonisch.co.nz