



Form 5

Submission on Proposed Queenstown Lakes District Plan - Stage 3

Clause 6 of Schedule 1, Resource Management Act 1991

To: Queenstown Lakes District Council

Submitter: Aspiring Helicopters Limited and Cattle Flat Station Limited

Address for Service: Aspiring Helicopters Limited and Cattle Flat Station Limited
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1.0 Background:

- 1.1 The submitters own and operate Cattle Flat Station, a 3,214 hectare high country station located in the Motatapu Valley, west of Wanaka. Cattle Flat Station is legally described as Lots 3 and 4 DP 438304 and Part Section 1 Block VI Motatapu Survey District and Section 2, 1561R Block VI Motatapu Survey District and Sections 1, 3, 5 to 8, 14, 19 to 23 and 25 to 30 Survey Office Plan 367599 held on Record of Title 541972.
- 1.2 The submitters also own and operate Aspiring Helicopters and aviation operation serving the tourism, commercial recreation and commercial sectors. Aspiring Helicopters Limited own Lots 1 and 2 DP 438304 held on Record of Title 541971. Lots 1 and 2 comprise 25.4 hectares of land with Aspiring Helicopters being based out of the existing hanger on Lot 1 and Lot 2 including an existing dwelling.

- 1.3 Please refer to the location plan attached as **Appendix A** to this submission.
- 1.4 For the purposes of this submission Cattle Flat Station and the Aspiring Helicopters site are referred to as “the site”.
- 1.5 The Motatapu River forms the eastern boundary of the site and flows into the Matukituki River and the site’s north eastern corner. Mt. Aspiring Road passes through the site with farm paddocks on either side of the road.
- 1.4 The site includes scattered farm buildings with the main working hub of the farm located to the north of the Aspiring Helicopters hanger.
- 1.6 The site forms part of an Outstanding Natural Landscape and the wider area includes Rocky Hill to the east and the Matukituki Valley extending to the north west to Mount Aspiring National Park. The Motatapu Valley extends to the south.
- 1.7 The Treble Cone Ski Field lies immediately to the west of the site with the access road passing through the station.
- 1.8 Cattle Flat Station currently runs in the order of 7,000 deer, 2,580 sheep and 795 cattle.
- 1.9 Cattle Flat Station also includes existing commercial recreation activities in the form of Wild Wire Wanaka and heliskiing operations. In addition commercial filming and adventure racing is often undertaken on the station.
- 1.10 Cattle Flat Station is freehold land having completed tenure review in the early 2000s. Through the tenure review process consultation and assessments were carried out to identify parts of the pastoral lease land that contained features or values that required protection. The consultation that was undertaken included public consultation and consultation with the Department of Conservation, Fish and Game and local iwi. As part of the consultation process iwi visited Cattle Flat Station and two sites of significance were identified. The first site of significance being the site of a Māori oven on Speargrass Spur at the northern end of the station and the second site being the land adjacent to the confluence of the Motatapu and Matukituki Rivers that was identified as a historic seasonal settlement. Through the tenure

review process covenants were registered in favour of Ngāi Tahu to protect and provide access to the sites. The covenant areas are Areas B and C respectively as shown on the location plan attached as **Appendix A** to this submission. The corresponding covenants and plan are attached as **Appendix B**.

1.11 Aside from the two covenant areas no other values or sites of significance that warranted protection were identified through the tenure review process.

1.11 As shown on the location plan (being an extract from the PDP Stage 3 Maps) attached as **Appendix A** to this submission approximately 1,050 hectares of the submission site (approximately 33% of Cattle Flat Station and 100% of the land owned by Aspiring Helicopters Ltd.) has been identified as wāhi tūpuna. The areas of the station that have been identified as wāhi tūpuna include the majority of the station's paddocks, the homestead and all farm buildings. The wāhi tūpuna area also covers the entire Aspiring Helicopters site.

1.12 The wāhi tūpuna areas that cover the submission site are scheduled as Area 7 (The area surrounding Te Poutu Te Raki) and Area 31 (Mātakitaki) in Chapter 39 of the Proposed District Plan. The values identified within the wāhi tūpuna areas listed as ara tawhito (trails or routes), urupū (burial places), nohoaka (settlements), archaeological values and mahika kai (food gathering). The recognised threats to those values are listed as:

- Activities affecting water quality;
- Earthworks;
- Buildings and structures;
- Energy and utility activities;
- Activities affecting ridgelines and upper slopes;
- Subdivision and development;
- Damming; and
- Commercial and commercial recreational activities.

2.0 Cattle Flat Station Ltd and Aspiring Helicopters Ltd (the submitters) submission relates to the following provisions of the Queenstown Lakes District Council's Proposed District Plan:

- Stage 3 Wāhi Tūpuna mapping
- The objectives, policies and rules of Proposed Chapter 39 - Wāhi Tūpuna
- The proposed variations to Chapter 25 - Earthworks

3.0 The submitters' submission is that:

The submitters **support** that the majority (approximately 67%) of Cattle Flat Station not being identified as wāhi tūpuna.

The submitters **oppose** the mapping of wāhi tūpuna areas and scheduling of values and recognised threats that is not supported by robust and transparent assessment that takes into account the specific circumstances and characteristics of the properties affected.

- 3.1 The submitters support the concept of cultural mapping to record stories and place names for future generations. The submitters also support the protection of specific cultural sites of importance and accept that there may be values of significance to Māori on, or in the vicinity of, Cattle Flat Station. However, the mapping of wāhi tūpuna areas appears to have been undertaken at a high level with the extents of identified wāhi tūpuna areas appearing arbitrary. In the absence of detailed analysis and a clear methodology of how the extents of the wāhi tūpuna areas have been defined the submitters cannot have confidence that they are not being unreasonably and unfairly burdened by the identified wāhi tūpuna area. In addition the overlapping nature of the wāhi tūpuna areas adds further confusion and uncertainty in terms of which values and threats apply.
- 3.2 The identification of wāhi tūpuna areas on Cattle Flat Station appears to conflict with the outcome of the tenure review process which did not identify or require the protection of any site or values of importance to iwi other than those covered by Covenant Areas B and C.
- 3.3 It is understood that Ngāi Tahu have provided Council with maps identifying the wāhi tūpuna areas and those maps have been incorporated into the Stage 3 mapping. No explanation, evidence or methodology has been made available to the public or the affected landowners to support the extents of the identified wāhi tūpuna areas.

- 3.4 A number of values identified in wāhi tūpuna areas appear to be location specific such as urupā (burial places), nohoaka (settlements) and ara tawhito (trails or routes). It is submitted that if such values are present they could be more accurately identified and mapped to provide landowners, Council and tangata whenua with greater certainty in terms of the location and extents of such values.
- 3.5 Other values such as archaeological values and mahika kai are broad and appear to already be addressed, at least to an extent, by the provisions of Chapter 25 - Earthworks (in particular Rules 25.5.11, 25.5.12, 25.5.13 and 25.5.14) and Chapter 33 - Indigenous Vegetation and Biodiversity. Similarly many of the recognised threats (such as subdivision and development, roads, and activities affected ridgelines and upper slopes) are already addressed through the provisions of Chapter 6 - Landscape and Rural Character and Chapter 21 - Rural.
- 3.6 It is submitted that if wāhi tūpuna areas are to be identified on the planning maps then the extents of those areas must be supported by robust methodology, analysis and reasoning with the values present and recognised threats to those values being scheduled to a level of detail that provides suitable direction to landowners in terms of what is of significance and requires protection and how best to manage their property in order to avoid compromising those values.
- 3.7 In addition the mapping of wāhi tūpuna areas should take into consideration the specific circumstances and characteristics of the affected properties and in the case of Cattle Flat Station the outcomes of the tenure review process which sought to identify and protect inherent values including cultural values.

The submitters **oppose** proposed Rule 39.4.1.

- 3.8 Proposed Rule 39.4.1 states that any farm building within a wāhi tūpuna area shall be a restricted discretionary activity with Council's discretion being limited to effects on cultural values of Manawhenua.
- 3.9 Under Stage 1 of the Proposed District Plan Rules 21.4.2 and 21.8.1 provided for farm buildings within an Outstanding Natural Landscape as a permitted activity provided they:
- Are on a landholding greater than 100ha; and

- Do not exceed a density of one farm building per 50 hectares; and
- Do not exceed 4m in height and/or 100m² in floor area; and
- Are not located at an elevation greater than 600masl; and
- Do not protrude onto a skyline or above a terrace edge when viewed from adjoining sites, or formed roads within 2km of the building.

3.10 If the above standards are breached a restricted discretionary activity resource consent would be required.

3.11 A 100m² / 4m high building is small by farming standards however the provision for such buildings as a permitted activity is a response to and helps to give effect to the higher order provisions of the Proposed District Plan that acknowledge the contribution farming makes to the District's economy and the management of the District's Outstanding Natural Landscapes.

3.12 The whole of Cattle Flat Station is identified as an Outstanding Natural Landscape and the majority of the station's lower lying land and paddocks (being the areas where farm buildings are likely to be necessary) is identified as wāhi tūpuna. The identified wāhi tūpuna areas cover almost all of the station's land that is most suitable for cropping, cultivation and the rearing of stock.

3.13 Proposed Rule 39.4.1 therefore severely restricts the submitters' right, established through Stage 1 of the PDP, to construct permitted farm buildings on the station and is likely to direct such farm buildings to be constructed outside of the wāhi tūpuna areas in locations that are less practical and potentially less appropriate in landscape terms than they would otherwise be.

The submitters **oppose** proposed Rule 39.5.2

3.14 Proposed Rule 39.5.2 states that, in the Rural Zone, any building or structure within a wāhi tūpuna area where activities affecting water quality are a recognised threat shall be setback a minimum of 20m from any waterbody. A breach of Rule 39.5.2 would trigger a restricted discretionary activity resource consent with Council's discretion being restricted to effects on cultural values of Manawhenua.

3.15 Under Stage 1 of the Proposed District Plan ‘building’ is defined as having the same meaning as the Building Act 2004 but excluding (amongst other things):

- fences and walls not exceeding 2m in height;
- retaining walls that support no more than 2 vertical meters of earthworks; and
- structures less than 5m² in area and less than 2m in height above ground level.

3.16 The term ‘structure’ is defined in the Proposed District Plan as meaning:

“any building, equipment device or other facility made by people and which is fixed to land and includes any raft.”

3.17 By including reference to ‘any structure’ in proposed Rule 39.5.2 small structures and arguably fences within 20m of a waterbody would require resource consent. Being a working station that adjoins the Matukituki River and through which a number of streams and creeks flow the potential restriction on fencing within 20m of a waterbody, along with the restriction on small structures that could otherwise be constructed as a permitted activity, is of particular concern to the submitters and would add unnecessary cost and uncertainty to the ongoing operation of the station. In addition any such restriction would conflict with stock exclusion requirements and would be counterproductive in terms of protecting water quality.

The submitters **oppose** proposed Rules 25.4.5.1 and 25.5.2.

3.18 Proposed Rule 25.4.5.1 states that any earthworks that modify, damage or destroy a wāhi tapu, wāhi tūpuna or other site of significance to Māori requires a restricted discretionary activity resource consent. Given that any earthworks within a wāhi tūpuna area would modify that area Rule 25.4.5.1 appears to conflict with Rule 25.5.2 which sets the threshold for permitted earthworks in a wāhi tūpuna area at 10m³.

3.19 In addition the 10m³ threshold on permitted earthworks within a wāhi tūpuna area is impractical and unnecessarily restrictive. Under provision 25.3.2.10 a range of activities are exempt from the rules in Table 25.2 (and Tables 25.1 and 25.3) including:

- Erosion and sediment control except where subject to Rule 25.5.19 setback from waterbodies;
- The digging of holes for offal pits;

- Fence posts;
- Drilling bores;
- Planting riparian vegetation;
- Maintenance of existing vehicle and recreational accesses and tracks, excluding their expansion;
- Deposition of spoil from drain clearance within the site the drain crosses;
- Cultivation and cropping;
- Fencing where cut and fill does not exceed 1m in height and earthworks do not exceed 1m in width.

3.20 While the above provides for some of the routine earthworks required for the ongoing operation of Cattle Flat Station and its farming activities it does not provide for earthworks associated with the extension of tracks or accessways, the clearance and levelling of building pads or yards or gravel extraction (which given the remote nature of the station is likely to be required for the maintenance of existing tracks). In addition it is unclear whether earthworks associated with cultivation and cropping would extend to the clearance, levelling and cultivation of new paddocks.

Conclusion

3.21 Proposed Chapter 39 and its associated variations will have a significant effect on parts of the Rural Zone and associated provisions that were notified and decided as part of Stages 1 and 2 of the Proposed District Plan. To relitigate the provisions that affect the submitters property in a third stage is unjust, particularly as the proposed provisions effectively remove rights established under Stages 1 and 2. Similarly it is unreasonable and unjust to identify wāhi tūpuna areas and apply associated restrictions when sites of significance to iwi have already been identified and protected through the tenure review process.

3.22 Cattle Flat Station is already covered by an Outstanding Natural Landscape classification. The identification of the majority of the station's land that is practically suited to cropping, cultivation and the rearing of stock as wāhi tūpuna adds further restrictions on the ongoing operation of the existing farming activities.

3.23 The further restrictions and consent requirements associated with the identification of the wāhi tūpuna area will add unreasonable cost and uncertainty and do not adequately provide

for practical farming on Cattle Flat Station or the established activities (i.e. aviation and commercial recreation) on the site.

3.24 Overall Cattle Flat Station Limited and Aspiring Helicopters Limited submit that the Wāhi Tūpuna Mapping, Proposed Chapter 39 - Wāhi Tūpuna and its associated variations:

- do not promote or give effect to Part 2 of the Act,
- do not meet section 32 of the Act,
- are contrary to the purposes and provisions of the Act and other relevant planning documents;
- are inappropriate and inconsistent with the purpose and principles of the Act;
- conflict with and do not give effect to the higher order provisions of the Proposed District Plan and in particular Strategic Objectives 3.2.1, 3.2.1.7 and 3.3.20 and Policies 6.3.7 and 6.3.14; and
- are not the most appropriate method for achieving the objectives of the Proposed District Plan having regard to its efficiency and effectiveness, and taking into account the costs and benefits.

4.0 The submitters seek the following decision from the Queenstown Lakes District Council:

4.1 Decline Chapter 39 and its associated mapping and variations until such time as the mapping of wāhi tūpuna areas and the scheduling of their values and recognised threats is carried out in a fair and consistent manner and to a level of detail that takes into account the specifics of individual properties and provides meaningful direction to landowners and Council as to the extents of the wāhi tūpuna areas and the associated values and threats.

4.2 That the mapping and scheduling of values and recognised threats is supported by a clear methodology and an appropriate level of detail.

4.3 That if/when Chapter 39 is adopted a new policy be included that states:

Recognise and provide for the ongoing operation of existing farming and/or commercial activities within wāhi tūpuna areas.

4.4 That proposed Rule 39.4.1 is deleted.

4.5 That proposed Rule 39.5.2 is deleted or reworded to remove the reference to ‘structures’ as follows:

39.5.2 Any buildings ~~or structures~~:

- a. within a wāhi tūpuna area (identified in Schedule 39.6);
- b. where activities affecting water quality are a recognised threat; and
- c. are within the following zones;
 - i. Rural;
 - ii. Rural Residential and Rural Lifestyle; or
 - iii. Gibbston Character.

Shall be setback a minimum of 20m from a waterbody.

4.6 That proposed Rule 25.4.5.1 is deleted.

4.7 That proposed Rule 25.5.2 is deleted or reworded to exclude earthworks associated with farming activities as follows:

Rule	Table 25.2 - Maximum Volume	Maximum Total Volume
25.5.2	<i>Wāhi Tūpuna areas <u>(with the exception of earthworks associated with farming activities)</u></i>	10m ³

4.8 The submitters also seek such further or consequential or alternative amendments necessary to give effect to this submission, and to:

- Promote the sustainable management of resources and achieve the purpose of the Resource Management Act 1991;
- Meet the reasonably foreseeable needs of future generations;
- Enable social, economic and cultural wellbeing;
- Avoid, remedy or mitigate the adverse effects of the activities enabled by the Variation; and

- Represent the most appropriate means of exercising the Council's functions, having regard to the efficiency and effectiveness of other means available in terms of section 32 and other provisions of the Act.

5.0 The submitters could not gain an advantage in trade competition through this submission.

6.0 The submitters wish to be heard in support of their submission.

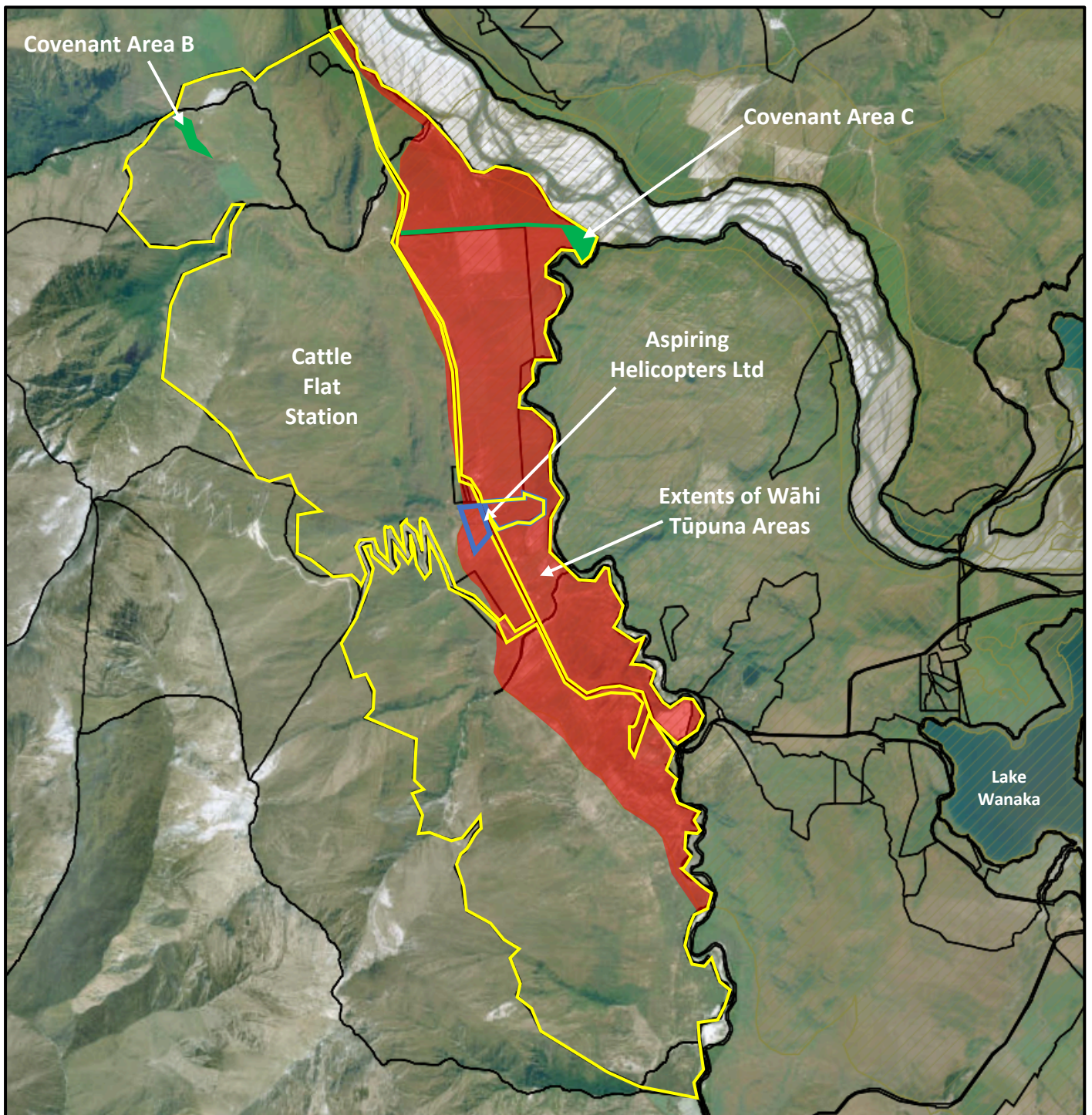
7.0 If others make a similar submission the submitters would consider presenting a joint case at a hearing.

A handwritten signature in black ink, appearing to read "Scott Edgar". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

Scott Edgar (on behalf of Cattle Flat Station Limited and Aspiring Helicopters Limited)
28 November 2019

Cattle Flat Station Limited and Aspiring Helicopters Limited - Stage 3 Proposed District Plan Submission

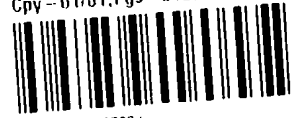
Appendix A - Location Plan and Extents of Wāhi Tūpuna Areas



Source - QLDC Stage 3 Proposed District Plan Maps

COV 7147912.3 Cove

Cpy - 01/01, Pgs - 012, 05/12/06, 16



DocID: 11082780

DATED 5 December 2006

Between

COMMISSIONER OF CROWN LANDS
Pursuant to Section 80 of the Crown Pastoral Land Act 1998

and

TE RŪNANGA o NGĀI TAHU

**COVENANT UNDER RESERVES ACT 1977
FOR CROWN PASTORAL LAND ACT 1998 PURPOSES**

THIS DEED of COVENANT is made the *5th* day of *December* 2006

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

AND **TE RŪNANGA o NGÄI TAHU**

BACKGROUND

- A. One of the objects of the Crown Pastoral Land Act (1998) is to enable reviewable land capable of economic use to be freed from management constraints, and to enable the protection of the significant inherent values of the reviewable land.
- B. The Land is part of the reviewable land for the Cattle Flat Pastoral Lease and contains significant inherent cultural values for Ngäi Tahu Whänui (refer to Schedule 1 for a description of the Land and the values associated with the Land).
- C. The Parties agree that management of the Land must protect the significant inherent cultural values.
- D. An approved plan designating the Land as land over which a covenant under section 77 of the Reserves Act 1977 is to be created has been registered under section 64 of the Crown Pastoral Land Act 1998.
- E. To achieve the objects of the Crown Pastoral Land Act (1998) the Commissioner of Crown Lands has agreed to grant Te Rünanga o Ngäi Tahu a Covenant over the Land to protect the association between Ngäi Tahu Whänui and the Land. .
- F. Te Rünanga o Ngäi Tahu has been approved by the Minister of Conservation, pursuant to Section 77 of the Reserves Act 1977, as the covenanting body for this Covenant.

OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977, and with the intent that the Covenant run with the Land and bind all subsequent Owners of the Land, the Commissioner of Crown Lands and Te Rünanga o Ngäi Tahu agree as follows:

1. INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

“Act” means the Reserves Act 1977.

“Covenant” means this Deed of Covenant made under section 77 of the Act.

“Fence” includes a gate.



“Fire Authority”	means a Fire Authority as defined in the Forest and Rural Fires Act 1977.
“Land”	means the land described in Schedule 1.
“Minerals”	means any mineral that is not a Crown owned mineral under section 2 of the Crown Minerals Act 1991.
“Natural Water”	includes water contained in streams the banks of which have, from time to time, been realigned, groundwater and wetlands.
“Ngāi Tahu Whānui”	means the collective of the individuals who descend from the primary hapū of (Waitaha, Ngāti Mamoe, and Ngāi Tahu), namely, Kāti Kuri, Kāti Irakehu, Kāti Huirapa, Ngāi Tūāhuriri, and Kāi Te Ruahikihiki (Section 2, Te Rūnanga o Ngāi Tahu Act 1996).
“Owner”	means the person or persons who from time to time is or are registered as the proprietor(s) of the Land.
“Party” or “Parties”	means either Te Rūnanga o Ngāi Tahu or the Owner or both.
“Papatipu Rūnanga”	means the Papatipu Rūnanga of Ngāi Tahu Whānui as defined in the first schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment. Refer to Schedule 2 for a list of the kaitiaki Papatipu Rūnanga.
“Te Rūnanga o Ngāi Tahu”	means the body corporate established on 24 th April 1996 under section 6 of Te Rūnanga o Ngāi Tahu Act 1996, as a tribal representative body of Ngāi Tahu Whānui.
“Values”	means the significant inherent cultural values associated with the Land as referred to in Schedule 1.
“Working Day”	means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- 1.2.2 clause and other headings are for ease of reference only and are not to be treated as forming any part of the context or to affect the interpretation of this Covenant;
- 1.2.3 words importing the singular number include the plural and vice versa;

- 1.2.4 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant and in determining the issue, the parties must have regard to the matters contained in the Background;
- 1.2.5 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.6 words importing one gender include the other gender;
- 1.2.7 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity;
- 1.2.8 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2. OBJECTIVES OF THE COVENANT

- 2.1 To manage the Land so as to protect the Values.
- 2.2 To provide access for groups and/or individuals organised by Te Rūnanga o Ngāi Tahu or by any of the kaitiaki Papatipu Rūnanga (as referred to in Schedule 2) to the Land for cultural and management purposes.

3. THE OWNER'S OBLIGATIONS

- 3.1 For as long as there are no adverse effects on the Values, to permit the grazing of sheep and/or cattle on the Land,
- 3.2 Unless first agreed in writing by Te Rūnanga o Ngāi Tahu, the Owner must not carry out any of the following activities on or in relation to the Land:
- 3.2.1 (subject to 3.1) the grazing of livestock except for sheep and/or cattle;
- 3.2.2 subject to clauses 3.2.1 and 3.2.3, the felling or removal of, or damage to any tree, shrub or other plant;
- 3.2.3 the planting of any species of tree, shrub or other plant;
- 3.2.4 the erection of any fence, building, structure or other improvement for any purpose;
- 3.2.5 apart from topdressing and the oversowing of seed, any burning or chemical spraying on the Land;
- 3.2.6 any cultivation, earth works or other soil disturbances;
- 3.2.7 any archaeological or other scientific research;
- 3.2.8 the damming, diverting or taking of Natural Water;



- 3.2.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
- 3.2.10 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
- 3.2.11 the erection of utility transmission lines across the Land.
- 3.2.12 any other activity which might have an adverse effect on the Ngāi Tahu Whānui association with the Land;
- 3.3 The Owner must:
- 3.3.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and in particular comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
- 3.3.2 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;
- 3.3.3 keep the Land free from exotic tree species;
- 3.3.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
- 3.3.5 (subject to 3.2.7) allow groups and/or individuals organised by Te Rūnanga o Ngāi Tahu or by a kaitiaki Papatipu Rūnanga, access to the Land for cultural and management purposes on the following conditions:
- (a) That at least fifteen (15) working days advance notice of any such proposed visit is provided to the Owner by telephone, facsimile or letter, except where the Owner decides to waive this requirement at their discretion; or
 - (b) That such access will not unduly inconvenience pastoral farming operations; or
 - (c) That no person shall enter onto the Land with a motor vehicle, dog or firearm unless they have express permission from the Owner to do so; or
 - (d) That the number of people accessing the Land at any one time is no more than fifteen (15) persons, unless a greater number is otherwise first agreed to by the Owner.
- 3.3.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, rebuild or replace all such Fences when reasonably required except as provided in clause 4.2.
- 3.3.7 if any other archaeological sites, including but not limited to umu, midden or shelter caves, are discovered on the Land, permit Te Rūnanga o Ngāi Tahu to immediately fence them off or otherwise secure them so as to prevent them from being damaged.



4. TE RŪNANGA O NGĀI TAHU OBLIGATIONS

- 4.1 Te Rūnanga o Ngāi Tahu must have regard to the objectives specified in clause 2.1 and 2.2 when considering any requests for approval under this Covenant.
- 4.2 Te Rūnanga o Ngāi Tahu must repair and/or replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of any person authorised by Te Rūnanga o Ngāi Tahu or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.

5. IMPLEMENTATION OF OBJECTIVES

- 5.1 Te Rūnanga o Ngāi Tahu may;
- 5.1.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1 or 2.2;
- 5.1.2 prepare, in consultation with the Owner, a joint management plan for the Land to achieve the objectives specified in clause 2.1.

6. DURATION OF COVENANT

- 6.1 This Covenant binds Te Rūnanga o Ngāi Tahu and the Owner in perpetuity to the rights and obligations contained in it.

7. MISCELLANEOUS MATTERS

7.1 Rights

- 7.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

7.2 Trespass Act

- 7.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 7.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

7.3 Reserves Act

- 7.3.1 Subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

7.4 Titles

- 7.4.1 This Covenant must be signed by the Commissioner of Crown Lands and Te Rūnanga o Ngāi Tahu and, for the benefit of the Parties, the Commissioner of Crown Lands undertakes to register it against the



Certificate of Title to the Land as soon after the execution of this Covenant as practicably possible.

7.5 Acceptance of Covenant

7.5.1 The parties agree to be bound by the provisions of this Covenant including during the period prior to the Covenant's registration.

7.6 Fire

7.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and Te Rūnanga o Ngāi Tahu in the event of wildfire threatening the Land;

8. NOTICES

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

8.2 A notice given in accordance with clause 8.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third Working Day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

8.3 The Owner must notify Te Rūnanga o Ngāi Tahu of any change of ownership or control of all or part of the Land and must supply Te Rūnanga o Ngāi Tahu with the name and address of the new owner or person in control.

9. DEFAULT

9.1 Where either Te Rūnanga o Ngāi Tahu or the Owner breaches any of the terms and conditions contained in this Covenant the other Party:

9.1.1 may take such action as may be necessary to remedy the breach, to prevent the continuation of any such breach and to prevent any further damage occurring as a result of the breach; and

9.1.2 will also be entitled to recover from the Party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other Party as a result of remedying the breach or preventing the damage.

9.2 Should either Te Rūnanga o Ngāi Tahu or the Owner become of the reasonable view that the other Party (the defaulting Party) has defaulted in performance of or observance of its obligations under this Covenant then that Party (notifying Party) may, by written notice:

9.2.1 advise the defaulting Party of the default.

9.2.2 state the action reasonably required of the defaulting Party to perform or observe in accordance with this Covenant; and



- 9.2.3 state a reasonable period within which the defaulting Party must take action to remedy the default.

10. DISPUTE RESOLUTION PROCESSES

- 10.1 If any dispute arises between Te Rūnanga o Ngāi Tahu and the Owner in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the Parties.

10.2 Mediation

- 10.2.1 if the dispute is not capable of resolution by agreement within 14 days of written notice by one Party to the other (or such further period as the parties may agree to in writing) either Party may refer the dispute to mediation with a mediator agreed between the Parties;

- 10.2.2 if the Parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

10.3 Failure of Mediation

- 10.3.1 in the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the Parties agree that the provisions in the Arbitration Act 1996 will apply;

- 10.3.2 notwithstanding anything to the contrary in the Arbitration Act 1996, if the Parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President of the District Law Society in the region in which the Land is situated;

- 10.3.3 the Parties further agree that the results of arbitration are to be binding upon the Parties.

11. JOINT OBLIGATIONS


- 11.1 The Owner or Te Rūnanga o Ngāi Tahu may, by mutual agreement, carry out any work or activity or improvements or take any action either jointly or individually to assist in the management and protection of the Values.



Executed as a Deed

Signed by Owen John Frost acting under a delegation from the Commissioner of Crown Lands deemed pursuant to section 80(5) of the Crown Pastoral Land Act 1998 to be the Owner of the Land for the purposes of section 77 of the Reserves Act 1977 in the presence of:

O. J. Frost

Signature: 

Name: CHARMAINE HUMPHRYES
OFFICE ADMINISTRATOR
Address: CROWN PROPERTY MANAGEMENT
CF-LINZ, CHRISTCHURCH

Occupation: _____

Signed on behalf of: **Te Rūnanga o Ngāi Tahu**
by the Kaiwhakahaere of Te Rūnanga o Ngāi Tahu
in the presence of:

M. W. [Signature]

Signature: 

Name: Takere Norton

Address: 158 Hereford St, Christchurch

Occupation: Environmental Advisor

SCHEDULE 1

1. Description of Land

That area shown as B on SO 367599

2. Address for Service

The address for service (including facsimile number) of Te Rūnanga o Ngāi Tahu is:

Kaupapa Taiao
Ngāi Tahu Development Corporation Limited
158 Hereford Street
CHRISTCHURCH

Fax: (03) 366 4267

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

CG & MR Ewing
Cattle Flat
PO Box 168
Wanaka

or such other street and fax address as the Owner may in writing, from time to time, notify Te Rūnanga o Ngāi Tahu.

3. Significant Inherent Cultural Values Associated with the Land:

In 1995 Ngāi Tahu representatives visited Cattle Flat Station. During this visit terraces and an umu (Māori oven) was located on Speargrass Spur. The isolated rise at the foot of the spur is terraced on the eastern ridge, and has at least one clearly defined umu on the flat top.

Since the time of the Rūnanga visit in 1995 and the iwi inspection in 2003 a fence has been constructed which runs over the top of Speargrass Spur. It seems that the construction of the fence unintentionally destroyed this archaeological / cultural site.

Regardless that the archaeological / cultural site has been damaged this site it is of still cultural importance to Ngāi Tahu and therefore warrants some form of protection. The preservation and analysis of archaeological sites provides information on the lifestyle of Māori who occupied the area. For example, the variety of diet can often be readily seen in the food refuse exposed in these sites and the radiocarbon dates on charcoal and shell from sites can indicate how long Māori have lived in the area

SCHEDULE 2

Kaitiaki Papatipu Rūnanga and Contact Details

Te Rūnanga o Moeraki whose takiwā centres on Moeraki and extends from Waitaki to Waihemo and inland to the Main Divide as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

Old School Building
Cnr Tenby & Haverford St
Moeraki

Fax: (03) 439 4816

Kāti Huirapa ki Puketeraki whose takiwā centres on Karitane and extends from Waihemo to Purehurehu and includes an interest in Otepoti and the greater harbour of Otakou. The takiwā extends inland to the Main Divide sharing an interest in the lakes and mountains to Whakatipu-Waitai with Rūnanga to the south as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

C/- Post Office
Karitane 9064

Fax: (03) 465 7318

Te Rūnanga o Otakou whose takiwā centres on Ōtākou and extends from Purehurehu to Te Matau and inland, sharing an interest in the lakes and mountains to the western coast with Rūnanga to the North and to the South as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

RD 2
Otakou
Dunedin

Fax: (03) 478 0354

Te Rūnaka o Hokonui whose takiwā centres on the Hokonui regions and includes a shared interest in the lakes and mountains between Whakatipu-Waitai and Tawhititarere with other Murihiku Rūnanga and those located from Waihemo southwards as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

PO Box 114
Gore
Southland

(03) 208 7954



GRANT of

Correct for the purposes of the
Land Transfer Act 1952


Solicitor for Te Rūnanga o Ngāi

Tahu

CONSERVATION COVENANT UNDER
SECTION 77 OF THE
RESERVES ACT 1977 FOR
CROWN PASTORAL LAND ACT 1998 PURPOSES

COMMISSIONER OF CROWN
LANDS

to

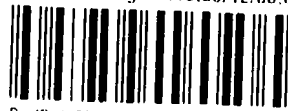
TE RŪNANGA o NGĀI TAHU

Solicitor
DUNEDIN/CHRISTCHURCH



COV 7147912.4 Covenant

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DATED 5 December 2006

Between

**COMMISSIONER OF CROWN LANDS
Pursuant to Section 80 of the Crown Pastoral Land Act 1998**

and

TE RŪNANGA o NGĀI TAHU

**COVENANT UNDER RESERVES ACT 1977
FOR CROWN PASTORAL LAND ACT 1998 PURPOSES**

THIS DEED of COVENANT is made the 5th day of December 2006

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

AND **TE RŪNANGA o NGĀI TAHU**

BACKGROUND

- A. One of the objects of the Crown Pastoral Land Act (1998) is to enable reviewable land capable of economic use to be freed from management constraints, and to enable the protection of the significant inherent values of the reviewable land.
- B. The Land is part of the reviewable land for the Cattle Flat Pastoral Lease and contains significant inherent cultural values for Ngāi Tahu Whānui (refer to Schedule 1 for a description of the Land and the values associated with the Land).
- C. Ngāi Tahu specifically seeks access to the junction of the Motutapu and Matukituki Rivers through Cattle Flat Pastoral Lease.
- E. To achieve the objects of the Crown Pastoral Land Act (1998) the Commissioner of Crown Lands has agreed to grant Te Rūnanga o Ngāi Tahu a Covenant over the Land to protect the association between Ngāi Tahu Whānui and the Land.
- F. Te Rūnanga o Ngāi Tahu has been approved by the Minister of Conservation, pursuant to Section 77 of the Reserves Act 1977, as the covenanting body for this Covenant.

OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977, and with the intent that the Covenant run with the Land and bind all subsequent Owners of the Land, the Commissioner of Crown Lands and Te Rūnanga o Ngāi Tahu agree as follows:

1. INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- | | |
|------------------|---|
| “Act” | means the Reserves Act 1977. |
| “Covenant” | means this Deed of Covenant made under section 77 of the Act. |
| “Fence” | includes a gate. |
| “Fire Authority” | means a Fire Authority as defined in the Forest and Rural Fires Act 1977. |

“Land”	means the land described in Schedule 1.
“Minerals”	means any mineral that is not a Crown owned mineral under section 2 of the Crown Minerals Act 1991.
“Natural Water”	includes water contained in streams the banks of which have, from time to time, been realigned, groundwater and wetlands.
“Ngāi Tahu Whānui”	means the collective of the individuals who descend from the primary hapū of (Waitaha, Ngāti Mamoe, and Ngāi Tahu), namely, Kāti Kuri, Kāti Irakehu, Kāti Huirapa, Ngāi Tūāhuriri, and Kāi Te Ruahikihiki (Section 2, Te Rūnanga o Ngāi Tahu Act 1996).
“Owner”	means the person or persons who from time to time is or are registered as the proprietor(s) of the Land.
“Party” or “Parties”	means either Te Rūnanga o Ngāi Tahu or the Owner or both.
“Papatipu Rūnanga”	means the Papatipu Rūnanga of Ngāi Tahu Whānui as defined in the first schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment. Refer to Schedule 2 for a list of the kaitiaki Papatipu Rūnanga.
“Te Rūnanga o Ngāi Tahu”	means the body corporate established on 24 th April 1996 under section 6 of Te Rūnanga o Ngāi Tahu Act 1996, as a tribal representative body of Ngāi Tahu Whānui.
“Values”	means the significant inherent cultural values associated with the Land as referred to in Schedule 1.
“Working Day”	means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- 1.2.2 clause and other headings are for ease of reference only and are not to be treated as forming any part of the context or to affect the interpretation of this Covenant;
- 1.2.3 words importing the singular number include the plural and vice versa;
- 1.2.4 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant and in determining the issue, the parties must have regard to the matters contained in the Background;

- 1.2.5 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.6 words importing one gender include the other gender;
- 1.2.7 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity;
- 1.2.8 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2. OBJECTIVES OF THE COVENANT

- 2.1 To provide access for groups and/or individuals organised by Te Rūnanga o Ngāi Tahu or by any of the kaitiaki Papatipu Rūnanga (as referred to in Schedule 2) to the Land for cultural and management purposes.

3. THE OWNER'S OBLIGATIONS

- 3.1 The Owner will allow groups and/or individuals organised by Te Rūnanga o Ngāi Tahu or by a kaitiaki Papatipu Rūnanga, access to the Land for cultural and management purposes on the following conditions:
 - (a) That at least fifteen (15) working days advance notice of any such proposed visit is provided to the Owner by telephone, facsimile or letter, except where the Owner decides to waive this requirement at their discretion; or
 - (b) That such access will not unduly inconvenience pastoral farming operations; or
 - (c) That no person shall enter onto the Land with a motor vehicle, dog or firearm unless they have express permission from the Owner to do so; or
 - (d) That the number of people accessing the Land at any one time is no more than fifteen (15) persons, unless a greater number is otherwise first agreed to by the Owner.

4. TE RŪNANGA O NGĀI TAHU OBLIGATIONS

- 4.1 Te Rūnanga o Ngāi Tahu must repair and/or replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of any person authorised by Te Rūnanga o Ngāi Tahu or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.

5. DURATION OF COVENANT

- 5.1 This Covenant binds Te Rūnanga o Ngāi Tahu and the Owner in perpetuity to the rights and obligations contained in it.

6. MISCELLANEOUS MATTERS

6.1 Trespass Act

- 6.1.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

6.1.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

6.2 Titles

6.2.1 This Covenant must be signed by the Commissioner of Crown Lands and Te Rūnanga o Ngāi Tahu and, for the benefit of the Parties, the Commissioner of Crown Lands undertakes to register it against the Certificate of Title to the Land as soon after the execution of this Covenant as practicably possible.

6.3 Acceptance of Covenant

6.3.1 The parties agree to be bound by the provisions of this Covenant including during the period prior to the Covenant's registration.

6.4 Fire

6.4.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and Te Rūnanga o Ngāi Tahu in the event of wildfire threatening the Land;

7. NOTICES

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

7.2 A notice given in accordance with clause 8.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third Working Day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

7.3 The Owner must notify Te Rūnanga o Ngāi Tahu of any change of ownership or control of all or part of the Land and must supply Te Rūnanga o Ngāi Tahu with the name and address of the new owner or person in control.

8. DEFAULT

8.1 Where either Te Rūnanga o Ngāi Tahu or the Owner breaches any of the terms and conditions contained in this Covenant the other Party:

8.1.1 may take such action as may be necessary to remedy the breach, to prevent the continuation of any such breach and to prevent any further damage occurring as a result of the breach; and

8.1.2 will also be entitled to recover from the Party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other Party as a result of remedying the breach or preventing the damage.

8.2 Should either Te Rūnanga o Ngāi Tahu or the Owner become of the reasonable view that the other Party (the defaulting Party) has defaulted in performance of or observance of its obligations under this Covenant then that Party (notifying Party) may, by written notice:

8.2.1 advise the defaulting Party of the default.

8.2.2 state the action reasonably required of the defaulting Party to perform or observe in accordance with this Covenant; and

8.2.3 state a reasonable period within which the defaulting Party must take action to remedy the default.

9. DISPUTE RESOLUTION PROCESSES

9.1 If any dispute arises between Te Rūnanga o Ngāi Tahu and the Owner in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the Parties.

9.2 Mediation

9.2.1 if the dispute is not capable of resolution by agreement within 14 days of written notice by one Party to the other (or such further period as the parties may agree to in writing) either Party may refer the dispute to mediation with a mediator agreed between the Parties;

9.2.2 if the Parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

9.3 Failure of Mediation

9.3.1 in the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the Parties agree that the provisions in the Arbitration Act 1996 will apply;


9.3.2 notwithstanding anything to the contrary in the Arbitration Act 1996, if the Parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President of the District Law Society in the region in which the Land is situated;

9.3.3 the Parties further agree that the results of arbitration are to be binding upon the Parties.

Executed as a Deed

Signed by Owen John Frost acting under a delegation from the Commissioner of Crown Lands deemed pursuant to section 80(5) of the Crown Pastoral Land Act 1998 to be the Owner of the Land for the purposes of section 77 of the Reserves Act 1977 in the presence of:

O. J. Frost

Signature: 

Name: CHARMAINE HUMPHRIES

Address: OFFICE ADMINISTRATOR
CROWN PROPERTY MANAGEMENT
C/- LINZ, CHRISTCHURCH

Occupation: _____

Signed on behalf of: **Te Rūnanga o Ngāi Tahu**
by the Kaiwhakahaere of Te Rūnanga o Ngāi Tahu
in the presence of:

M.W. Doman

Signature: 

Name: Takeerei Norton

Address: 158 Hereford St, Christchurch

Occupation: Environmental Advisor

SCHEDULE 1

1. Description of Land

That area shown C on SO 367599

2. Address for Service

The address for service (including facsimile number) of Te Rūnanga o Ngāi Tahu is:

Kaupapa Taiao
Ngāi Tahu Development Corporation Limited
158 Hereford Street
CHRISTCHURCH

Fax: (03) 365 4244

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

CG & MR Ewing
Cattle Flat
PO Box 168
Wanaka

Phone: 03 443 7152

or such other street and fax address as the Owner may in writing, from time to time, notify Te Rūnanga o Ngāi Tahu.

3. Significant Inherent Cultural Values Associated with the Land:

The Land contains archaeological sites, including cultivated gardens of potatoes and turnips, and is most probably the site of a well known Ngāi Tahu kainga. Manuscripts show that on the Land weka were hunted, fern root was gathered and kauru prepared from tī stands.

The Land contains many other natural resources that were used by local Ngāi Tahu. Due to the Ngāi Tahu occupation of the Land there is a high possibility of discovering other archaeological and cultural sites with Ngāi Tahu values. As a result of this, the Land is of immense cultural, spiritual and traditional importance to Ngāi Tahu Whānui.

SCHEDULE 2

Kaitiaki Papatipu Rūnanga and Contact Details

Te Rūnanga o Moeraki whose takiwā centres on Moeraki and extends from Waitaki to Waihemo and inland to the Main Divide as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

Old School Building
Cnr Tenby & Haverford St
Moeraki

Fax: (03) 439 4816

Kāti Huirapa ki Puketeraki whose takiwā centres on Karitane and extends from Waihemo to Purehurehu and includes an interest in Otepoti and the greater harbour of Otakou. The takiwā extends inland to the Main Divide sharing an interest in the lakes and mountains to Whakatipu-Waitai with Rūnanga to the south as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

C/- Post Office
Karitane 9064

Fax: (03) 465 7318

Te Rūnanga o Otakou whose takiwā centres on Ōtākou and extends from Purehurehu to Te Matau and inland, sharing an interest in the lakes and mountains to the western coast with Rūnanga to the North and to the South as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

RD 2
Otakou
Dunedin

Fax: (03) 478 0354

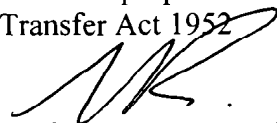
Te Rūnaka o Hokonui whose takiwā centres on the Hokonui regions and includes a shared interest in the lakes and mountains between Whakatipu-Waitai and Tawhititarere with other Murihiku Rūnanga and those located from Waihemo southwards as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

PO Box 114
Gore
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(03) 208 7954

GRANT of

Correct for the purposes of the
Land Transfer Act 1952



Solicitor for Te Rūnanga o Ngāi

Tahu

**CONSERVATION COVENANT UNDER
SECTION 77 OF THE
RESERVES ACT 1977 FOR
CROWN PASTORAL LAND ACT 1998 PURPOSES**

**COMMISSIONER OF CROWN
LANDS**

to

TE RŪNANGA o NGĀI TAHU

**Solicitor
DUNEDIN/CHRISTCHURCH**