

Crown Pastoral Land Tenure Review

Lease name : HILLEND

Lease number : PO 288

HEADS OF AGREEMENT - Pt 2

A Heads of Agreement document was adopted by the Commissioner of Crown Lands under the Land Act 1948 and depicts the outcomes of the tenure review under this Act.

The report attached is released under the Official Information Act 1982.

May

06

SEVENTH SCHEDULE

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

BETWEEN KEVIN JOHN SCURR of Wanaka Farmer (¼ share) MARY DIANA SCURR of Wanaka Married Woman (¼ share) and MICHAEL JOHN SCURR and CLARE MARGARET SCURR both of Wanaka Farmers (½ share jointly inter se) ("the Landholders")

AND MINISTER OF CONSERVATION ("the Minister")

WHEREAS

A Section 77 of the Reserves Act 1977 provides that:

- i The Minister may agree with any owner or lessee of land that all or part of the land should be managed so as to preserve the natural environment or landscape amenity or wildlife or freshwater life or marine life habitat or historical value of the land.
- ii The terms of such agreement may be recorded in a Conservation Covenant which is registered against the title to the land or the lease so as to bind the land or the lease and its owner or lessee to the performance of the terms of the agreement in perpetuity or for such other period as the parties may agree.

B The Landholders are registered as proprietors as tenants in common in the shares set out above of the land described in the Schedule ("the land"), comprising the farmland known as part of the Wanaka faces.

C The Landholders and the Minister have agreed that the land be managed with the objective of maintaining its landscape amenity value.

NOW THEREFORE THIS DEED WITNESSES that in accordance with Section 77 of the Reserves Act 1977 the Landholders and the Minister **MUTUALLY JOINTLY AND SEVERALLY COVENANT** that the land shall be managed for the objective listed in recital C above and in particular on the following conditions:

1 **THE** Landholders may graze the land to an extent consistent in the opinion of the Minister with the objectives of this Deed.

1 **THE** Landholders will so far as is practicable:

was
MS
KJD
 LEG/SCURRKJ *8*

- a Keep the land free from gorse broom and all other noxious plants and in particular shall comply with the provisions of and any notices given under the Noxious Plants Act 1978 and the Biosecurity Act 1993.
- b Keep the land free from exotic tree species.
- c Keep the land free from rabbits and vermin and in particular comply with the provisions of, and any notices given under, the Agricultural Pests Destruction Act 1967 and the Biosecurity Act 1993.
- d Keep the land free from rubbish and other unsightly or offensive material.

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

3 (1) **THE** Landholders will not carry out or allow to be carried out, without the Minister's prior approval:

- a The erection of any fence building structure or other improvements on the land whether for the Landholders' purposes or for other private or public purposes.
- b Any cultivation earthworks or other soil disturbance on the land.
- c Any tree planting on the land.
- d Any prospecting or mining for minerals coal or other deposit on or under the land.
- e Any burning of vegetation above the 1100 metre contour line.

(2) **THE** Minister will have regard to the objectives of this Deed when considering any request for approval under this clause and will not unreasonably decline approval.

4 **THE** Minister may exercise his right to object to any mining licence application which conflicts with the objectives of this Deed.

5 **THE** Landholders may permit members of the public access onto the land for purposes consistent with the objectives of this Deed and solely at their discretion on conditions that the Landholders may specify.

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

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Handwritten signatures and initials, including 'WDS', 'AS', and a large signature.

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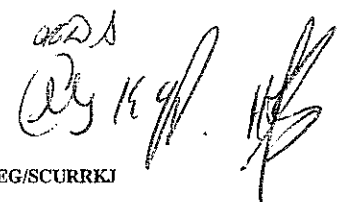
- 7 (1) **THE** Landholders will notify the appropriate fire authority (district council or Minister as the case may be - see section 2 Forest and Rural Fires Act 1977) in the event of wildfire threatening the land.
- (2) **IF** the Minister is not the fire authority for the land under threat the Minister will render assistance to the fire authority in suppressing the fire if requested to do so or if a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977 is in place between the Minister and the fire authority.
- (3) **THIS** assistance will be at no cost to the Landholders unless the Landholders are responsible for the wildfire through wilful action or negligence (which includes the case where the wildfire is caused by the escape of a permitted fire due to non-adherence to the conditions of the permit).
- 8 **THE** Minister may:
- a Provide to the Landholders from time to time and at any time upon request by the Landholders such technical advice or assistance as may be necessary or desirable to assist in meeting the objectives set out in this Deed.
 - b Change individual conditions of this covenant by mutual agreement with the Landholders should there be any change in circumstances in the future.
 - c Prepare in consultation with the Landholders a joint plan for the management of the land designed to implement the objectives of this Deed to the mutual satisfaction of the parties.
- 9 **THE** Minister will meet all survey and legal costs required to complete the registration of this Deed.
- 10 **FOR** the avoidance of doubt:
- a The covenants contained in this Deed shall bind the Landholders and the Landholders' administrators executors successors and assigns in perpetuity.
 - b The Landholders will not be personally liable in damages for any breach of covenant committed after they have parted with all interest in the land in respect of which such a breach occurs.
 - c Where there is more than one registered proprietor of the fee simple to the land the covenants contained in this Deed shall bind each registered proprietor jointly and severally.
 - d Where the Landholder is a company the covenants contained in this Deed shall bind a receiver liquidator statutory manager or statutory receiver. Where the Landholder is a natural person this Deed shall bind the Official Assignee. In either case this Deed binds a mortgagee in possession.


- e The reference to any Act in this Deed extends to and includes any amendment to or re-enactment of that Act.
- f Any notice required to be given in terms of this Deed shall be sufficiently given if made in writing and served as provided in Section 152 of the Property Law Act 1952 and shall be sufficiently given if actually received by the party to whom it is addressed or that party's solicitor.
- g Any notice required to be given by the Minister shall be sufficiently given if it is signed by the Regional Conservator Department of Conservation Dunedin. Any notice required to be served upon the Minister shall be sufficiently served if delivered to the office for the time being of the Regional Conservator Department of Conservation Dunedin.
- h Any dispute which arises between the Landholders and the Minister in any way relating to this Deed may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1996. If the Arbitration Act 1996 is used and the parties fail to agree on the person to be appointed as arbitrator the appointment shall be made by the president for the time being of the Otago District Law Society.

DATED the day of 19 .

SCHEDULE

All that parcel of land situated in the Otago Land District containing hectares more or less being and being part of the land comprised and described in Certificate of Title Register No. (Otago Registry)



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

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)
)


Witness:


Occupation:

Address:

SIGNED by **KEVIN JOHN SCURR** in the presence of:

)
)


Witness:



Occupation:

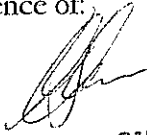
CHRIS STEVEN
Barrister and Solicitor
Wanaka

Address:

SIGNED by **MARY DIANA SCURR** in the presence of:

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)


Witness:

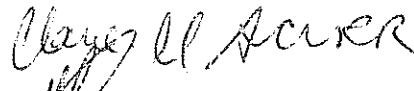
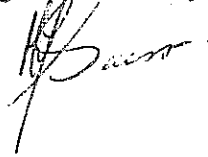


Occupation:

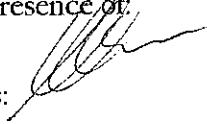
CHRIS STEVEN
Barrister and Solicitor
Wanaka

Address:

SIGNED by **MICHAEL JOHN SCURR** and **CLARE MARGARET SCURR** in the presence of:

)
)



Witness:



Occupation:

CHRIS STEVEN
Barrister and Solicitor
Wanaka

Address:



EIGHTH SCHEDULE

MEMORANDUM OF TRANSFER
RIGHT OF WAY - FOOT AND BICYCLE ACCESS ONLY

WHEREAS (1) KEVIN JOHN SCURR of Wanaka Farmer (¼ share) MARY DIANA SCURR of Wanaka Married Woman (¼ share) and MICHAEL JOHN SCURR and CLARE MARGARET SCURR both of Wanaka Farmers (½ share jointly inter se) (hereinafter together with their executors administrators and assigns called "the Grantors") are registered as proprietors of an estate in fee simple in the shares set out above subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land containing hectares more or less being

and being all the land comprised and described in Certificate of Title Register No. (Otago Registry) (hereinafter called "the servient tenement")

(2) HER MAJESTY THE QUEEN acting by and through the Minister of Conservation (hereinafter together with her successors and assigns called "the Grantee") is the owner subject to the Conservation Act 1987 of all that piece of land containing hectares more or less being

and being all the land comprised and described in Certificate of Title Register No. (Otago Registry) (hereinafter called "the dominant tenement")

(3) BY an Agreement dated the day of 1997 the Grantors have agreed to grant to the Grantee and the Grantee has agreed to acquire for conservation purposes pursuant to section 7(2) of the Conservation Act 1987 the easement hereby created subject to the terms and conditions contained herein

NOW THEREFORE in pursuance of the said Agreement and in consideration of the sum of ten cents paid to the Grantors by the Grantee (the receipt of which sum the Grantors hereby acknowledge) the Grantors HEREBY TRANSFER AND GRANT to the Grantee the full free uninterrupted and unrestricted right liberty and privilege for the Grantee her servants tenants agents workmen licensees and any member of the public (in common with the Grantors their tenants and any other person lawfully entitled so to do) from time to time and at all times (except as hereinafter provided) by day and by night to go pass and repass on foot and by bicycle only

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over and along those parts of the servient tenement shown marked with the letters on
SO TO THE INTENT that the easement hereby created shall forever be
appurtenant to the dominant tenement

DATED the _____ day of _____ 1997

SIGNED by KEVIN JOHN SCURR MARY DIANA SCURR MICHAEL JOHN SCURR and CLARE MARGARET SCURR in the presence of:

) *Kevin John Scurr*
) *Mary Diana Scurr*
) *Michael John Scurr*
) *Clare Margaret Scurr*

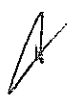


CHRIS STEVEN
Barrister and Solicitor
Wanaka

SIGNED for and on behalf of
HER MAJESTY THE QUEEN by the
Regional Conservator Department of
Conservation Dunedin pursuant to a
delegation given to him by the Director-General
of Conservation and dated the 19th day of March
1990 in the presence of:)
)
)
)
)
)
)

Correct for the purposes of the Land Transfer Act

Solicitor for the Grantee



MEMORANDUM OF TRANSFER
RIGHT OF WAY - FOOT AND BICYCLE
ACCESS ONLY

KEVIN JOHN SCURR Grantors
MARY DIANA SCURR
MICHAEL JOHN SCURR
and CLARE MARGARET SCURR

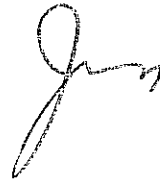
HER MAJESTY THE QUEEN Grantee

Regional Solicitor
Department of Conservation
DUNEDIN



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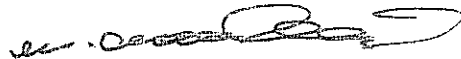
SIGNED for and on behalf of HER MAJESTY)
THE QUEEN and the MINISTER OF)
CONSERVATION by Jeffrey Edward Connell)
Regional Conservator Department of Conservation)
Dunedin pursuant to a delegation given to him by the)
Director-General of Conservation and dated the)
19th day of March 1990)



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



SIGNED by Murray Robert Mackenzie an officer of LAND)
INFORMATION NEW ZEALAND pursuant to a)
delegation from the Commissioner of Crown Lands)
dated 13 February 1997)
in the presence of)



Witness: J. Milward J. Milward)
Occupation: Property Officer)
Address: Private Bag 1929 - LINZ)
Dunedin)

SIGNED by **KEVIN JOHN SCURR**)
as Lessee in the presence of:)

Signature of Witness: Fiona Broune
Name of Witness: Fiona Broune
Occupation: Secretary
Address: Wanaka

K. J. Scurr

SIGNED by **MARY DIANA SCURR**)
as Lessee in the presence of:)

Signature of Witness: Fiona Broune
Name of Witness: Fiona Broune
Occupation: Secretary
Address: Wanaka

M. D. Scurr

SIGNED by **MICHAEL JOHN SCURR**)
as Lessee in the presence of:)

Signature of Witness: Fiona Broune
Name of Witness: Fiona Broune
Occupation: Secretary
Address: Wanaka

M. J. Scurr

SIGNED by **CLARE MARGARET SCURR**)
as Lessee in the presence of:)

Signature of Witness: C. E. Stables
Name of Witness: C. E. STABLES
Occupation: BUILDER
Address: MONTEREY FARM, CAMP HILL RD, WANAKA RD2.

Clare M. Scurr

KEVIN JOHN SCURR
MARY DIANA SCURR
MICHAEL JOHN SCURR
AND
CLARE MARGARET SCURR

AND

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

AND

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

AND

MINISTER OF CONSERVATION
AND
COMMISSIONER OF CROWN LANDS

AGREEMENT