

## Request for the Granting of an Easement over Crown Pastoral Land

### Section 60 Land Act 1948 & Section 18 Crown Pastoral Land Act 1998

In making this application, all details on the forms below must be completed, and the following documents must be submitted:

1. Plan showing the location of the activity/ies proposed.
2. Signed agreement/s with any lessees / licencees
3. Draft Deed of Easement (see below for required content)
4. Application fee (see website for amount)

For further information refer to LINZS45002 at <http://www.linz.govt.nz>

**Please print clearly.**

**Please return via post to:**

Crown Property Christchurch  
Land Information New Zealand  
Private Bag 4721  
CHRISTCHURCH 8140

**Or via email to:** [pastoral@linz.govt.nz](mailto:pastoral@linz.govt.nz)

## Details of the Applicant

---

**Name of applicant/s :**

.....

.....

.....

---

**Address of applicant/s :**

.....

.....

.....

---

**Telephone :**

**Mobile :**

---

**Fax :**

**Email :**

---

**Signature of applicant/s :**

.....

.....

.....

---

**Date :**

---

## Details of the Land

---

**Name of lease / licence :**

---

---

---

---

---

**Physical address of lease / licence :**

---

---

---

---

---

**Rapid number :**

---

**Legal description :**

---

**Title reference :**

---

## Details of the Proposed Easement

---

**What is the purpose of easement?**

---

---

---

---

---

---

---

---

---

**State the activity proposed to be carried out, including any structures and equipment required to carry out the activity :**

---

---

---

---

---

---

---

---

---

---

---

**What is the proposed term of the easement?**

---

**What is the proposed start date of the easement?**

---

**Will the easement be registered against the land?**

YES / NO

---



---

**Describe any mitigation measures proposed :**

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

---

**List which lessees / licencees you have a written agreement with. Please provide copies of the signed agreement/s.**

.....

.....

.....

.....

.....

.....

.....

.....

---

**NOTE: The consent of the lessee or licensee is not required by the Commissioner of Crown Lands in deciding whether or not to grant an easement. However, the lessee / licensee will be advised of the application, and the applicant may wish to advise the lessee/licensee of the intention to seek an easement.**

---

---

**Identify all required resource consents or permits :**

.....

.....

.....

.....

---

**Provide any other relevant information that should be considered with this application :**

.....

.....

.....

.....

.....

.....

.....

.....

.....

---

**Have you provided the following?**

1. Plan showing the location of the activity/ies proposed.
2. Signed agreement/s with any lessees / licencees
3. Draft Deed of Easement (see below for required content)
4. Application fee (see LINZ website for details)

## Terms of easement as required by the Commissioner of Crown Lands

Suggested clause	Information required
1. Parties	(a) Grantor: the Commissioner of Crown Lands, under the Land Act 1948 (b) Grantee: [name, address, occupation]
2. Background	(a) Explain the nature and purpose of the easement. (b) State that the grantor has agreed to grant the easement on the terms and conditions stated in this document.
3. Terms and Definitions	The following terms must be defined: (a) commencement date; (b) deed; (c) easement land, with reference to an attached location plan that clearly identifies the easement (d) grantee, to include servants, agents, employees, workers and contractors, and any licensee, lessee, or tenant of the grantee; (e) grantor's land; and (f) lessee.
4. Construction clause	A statement of the terms of construction of the deed, such as details on what references to sections, clauses or schedules mean, or how headings are to be interpreted when reading the document.
5. Rights granted	(a) Specify the rights granted, and the term of the easement and its expiry date. (b) State whether the easement is in gross or appurtenant, and, if appurtenant, provide a legal description of appurtenant land.
6. Consideration	State: (a) the amount payable to the grantor for granting the easement, including any provisions for review of that amount, and (b) that the grantee will meet the obligations imposed by the deed.



<b>Suggested clause</b>	<b>Information required</b>
7. Compensation to lessee	<p>If the lessee or licensee has accepted a payment from the grantee in lieu of compensation under s 60(1) of the Land Act, a statement to the following effect must be included:</p> <p>'The grantee has entered into an agreement with the lessee, which states that:</p> <p>(a) the lessee has received a payment from the grantee and acknowledges that the payment is in lieu of any compensation under section 60(1) of the Land Act 1948, and</p> <p>(b) the lessee waives their entitlement to any compensation from the grantor under section 60(1) of the Land Act 1948.'</p>
8. Costs	<p>State that the grantee bears all costs for preparation and registration of the deed and for the installation of structures needed in order to exercise the rights created by easement.</p>
9. Obligations on the grantee	<p>List any conditions that the grantee is obliged to fulfil. The following are examples of such conditions:</p> <p>(a) Only vehicles of a type permitted by the grantor are allowed on the easement land.</p> <p>(b) The grantee must take reasonable precautions to guard against danger on the easement land.</p> <p>(c) If the grantee causes any damage or disturbance to the surface of the easement land as a result of activities permitted by deed, it must be restored to its former condition.</p> <p>(d) The grantee must repair any damage to roads, fences, gates, drains, buildings or other structures that is caused by use of the easement.</p> <p>(e) There must be no obstruction of the grantor or their agents, employees and contractors.</p> <p>(f) The grantee must comply with statutes and regulations.</p>
10. Maintenance of access	<p>State that it is the responsibility of the grantee to maintain at their own expense any access road required for permitted activities. The grantor may decide on the necessary standard of maintenance and repair.</p>
11. Removal of structures	<p>State that the grantor may remove any structures (to be described) installed on the easement by the grantee at the end of the term of the easement in order to restore the land to its pre-easement condition. Costs of removal may be recovered from the grantee.</p>

<b>Suggested clause</b>	<b>Information required</b>
12. Covenants, rights and powers	The easement document must identify the proposed exclusions, variations or additions, if any, to:  (a) the covenants implied in Schedule 5 of the Property Law Act 2007, and  (b) the rights and powers implied in Schedule 4 of the Land Transfer Regulations 2002.
13. Indemnity	A statement incorporating the following terms must be included:  'The grantee hereby indemnifies the owner or lessee of the land against any loss, claim, damage, costs, expense, liability, or proceeding suffered or incurred at any time by the grantor or lessee in connection with this deed or as a direct result of the exercise of rights by the person granted the easement, or any breach by that person of their obligations, undertakings or warranties contained or implied by this deed.'
14. Exclusion of grantor's liability	A statement incorporating the following terms must be included:  'The grantor holds no liability in contract, tort, or otherwise in relation to any aspect of this deed. This exclusion of liability extends to consequential loss, anything arising directly or indirectly from the deed, and any activity of the grantor on the grantor's land.'
15. Termination	There must be a clause providing the grantor with the option to terminate the deed by giving a stated period of notice.
16. Registration	A statement to the following effect must be included:  'The deed, or a transfer instrument incorporating the terms of the deed may be registered and both parties will do all things necessary to enable registration.'
17. Grantor's rights of delegation	A statement incorporating the following terms must be included:  'The grantor may delegate all or any rights, benefits and obligations conferred by this deed; provided that the exercise of any such rights, benefits or obligations by that person shall not limit the liability of the grantor in the performance or observance of the provisions of this deed.'
18. Disputes	There must be a clause which provides for resolution of any dispute. This clause must refer to the opportunity to apply for a rehearing under section 17 of the Land Act 1948.
19. Notices	A provision setting how notices are to be given between the parties to the easement, including notice period, and form of service or delivery.
20. Severability of clauses	There must be a clause which has the effect that, if any part of the deed of easement is held to be illegal, void, or unenforceable, this will not impair the enforceability of the remaining parts of the deed which remain in full force.

<b>Suggested clause</b>	<b>Information required</b>
21. Any other clauses	Under this heading, list any other clauses required by the Commissioner of Crown Lands.
22. Attestation clause	<p>This must provide for:</p> <p>(a) the signature of the Commissioner of Crown Lands and a witness, and</p> <p>(b) the grantee and a witness.</p> <p>(execution by grantee to be in accordance with s 9 of the Property Law Act 2007).</p>