

Crown Pastoral Land Tenure Review

Lease name : *ALLANDALE /
GREENVALE*

Lease number : *PS 068 / PS 067*

Substantive Proposal - Part 3

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

May 12

Appendix 9:

Form of Easement to be Created

(a-b)

TRANSFER GRANT OF EASEMENT IN GROSS

1. Access for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER

Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule; no other format will be received.

Land Registration District

Southland

Certificate of Title No. All or Part? Area and legal description – *Insert only when part or Stratum, CT*

		All	
--	--	-----	--

Transferor Surnames must be underlined

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

Transferee Surnames must be underlined

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

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.*

Management Purposes Easement in Gross under section 7(2) of the Conservation Act 1987 (continued on pages 2, 3 and 4 of Annexure Schedule).

The various considerations set out in a substantive proposal accepted under the Crown Pastoral Land Act 1998 on the _____ day of _____

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this _____ day of _____

Attestation

Signed by acting under written delegation from the Commissioner of Crown Lands	Signed in my presence by the Transferor Signature of Witness	(continued on page 4 of Annexure Schedule)
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)	
Signature, or common seal of Transferor	Witness name	
	Occupation	
	Address	

Certified correct for the purposes of the Land Transfer Act 1952

Approved by Register-General of Land under No. 1995/5003
Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease", etc

Dated

Page of Pages

Definitions

1. In this transfer unless the context otherwise requires:

- 1.1 "Easement Area" means that part of the Servient Land being 10 metres wide which is marked "a-b" on S.O. Plan No [].
- 1.2 "Management Purposes" means:
 - the protection of a significant inherent value of the land managed by the Transferee (not being a member of the public), in the vicinity of the easement area.
 - The management of the land administered by the Transferee (not being a member of the public) in a way that is-ecologically sustainable.
- 1.3 "Servient Land" means the land owned by the Transferor and described on page 1.
- 1.4 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation.
- 1.5 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants, agents, contractors, licensees and invitees.

Standard Easement Terms

Access

2. The Transferee has the right in common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot, on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, or with or without guns and dogs, for Management Purposes.
3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.
4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Exclusion of Schedules

5. The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 are expressly negated.

Term

6. The easement created by this transfer is to be in perpetuity.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and wither their witnesses or their solicitors must put their signatures or initials here.

OTACO-37213 - Management Purposes easement in gross Reserves Act/Conservation Act
docDM-421438 - Allandale Greenvale DoC managemcut purposes easement a-b April 2010
(prev Otaco-38410)

Temporary Suspension

7. The Transferee (not being a member of the Public) may, at any time in exercise of her/his powers, temporarily close all or part of the Easement Area for such period as she/he considers necessary.

Dispute Resolution

- 8.1 If a dispute arises between the Transferor and Transferee (not being a member of the Public) concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 8.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
- 8.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President for the time being of the branch of the New Zealand Law Society in which the Servient Land is situated.
- 8.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

- 9.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
- (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by facsimile to the receiving party.
- 9.2 If clause 9.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 9.3 If clause 9.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

Special Easement Terms

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.
- 10.1 The Transferee is to provide 48 hours notice for access, except in the event of civil emergency, such as rural fire fighting.
- 10.2 The Transferor may install gates, but if they are to be locked shall provide a set of keys to the Transferee.
- 10.3 Clause 7 above is deleted.
- 10.4 The Transferee shall pay the costs of any repair or maintenance required to the Easement Area arising from the Transferee's use of the Easement Area. The Transferor shall pay the costs of any repair or maintenance required to the Easement Area arising from the Transferor's use of the Easement Area. Any general maintenance costs for the Easement Area shall be apportioned between the parties and any other users of the Easement Area based on the parties' proportional use of the Easement Area.

Continuation of "Attestation"

Signed for and on behalf of)
Her Majesty the Queen by)
)
under a written delegation in the)
presence of:)

Witness (Signature)

Name _____

Address _____

Occupation _____

Footnote: In substitution of the SO Plan (which has yet to be prepared), the proposed easement described in clause 1 is marked on the Plan.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Appendix 10:

Form of Easement to be Created

(c-d)

TRANSFER GRANT OF EASEMENT IN GROSS

1. Access for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER

Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule; no other format will be received.

Land Registration District

Southland

Certificate of Title No. All or Part? Area and legal description – *Insert only when part or Stratum, CT*

		All	
--	--	-----	--

Transferor Surnames must be underlined

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

Transferee Surnames must be underlined

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

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.*

Management Purposes Easement in Gross under section 7(2) of the Conservation Act 1987 (continued on pages 2, 3 and 4 of Annexure Schedule).

The various considerations set out in a substantive proposal accepted under the Crown Pastoral Land Act 1998 on the day of

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this day of

Attestation

Signed by acting under written delegation from the Commissioner of Crown Lands	Signed in my presence by the Transferor Signature of Witness	(continued on page 4 of Annexure Schedule)
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)	
Signature, or common seal of Transferor	Witness name	
	Occupation	
	Address	

Certified correct for the purposes of the Land Transfer Act 1952

Approved by Register-General of Land under No. 1995/5003
Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease", etc

Dated

Page of Pages

Definitions

1. In this transfer unless the context otherwise requires:
 - 1.1 "Easement Area" means that part of the Servient Land being 10 metres wide which is marked "c-d" on S.O. Plan No [].
 - 1.2 "Management Purposes" means:
 - the protection of a significant inherent value of the land managed by the Transferee (not being a member of the public), in the vicinity of the easement area.
 - The management of the land administered by the Transferee (not being a member of the public) in a way that is-ecologically sustainable.
 - 1.3 "Servient Land" means the land owned by the Transferor and described on page 1.
 - 1.4 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation.
 - 1.5 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants, agents, contractors, licensees and invitees.

Standard Easement Terms

Access

2. The Transferee has the right in common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot, on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, or with or without guns and dogs, for Management Purposes.
3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.
4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Exclusion of Schedules

5. The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 are expressly negated.

Term

6. The easement created by this transfer is to be in perpetuity.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and wither their witnesses or their solicitors must put their signatures or initials here.

OTACO-37213 - Management Purposes easement in gross Reserves Act/Conservation Act
docDM-570264 - Allandale Greenvale DoC management purposes c-d April 2010
(prev Otaco-38410)

Temporary Suspension

7. The Transferee (not being a member of the Public) may, at any time in exercise of her/his powers, temporarily close all or part of the Easement Area for such period as she/he considers necessary.

Dispute Resolution

- 8.1 If a dispute arises between the Transferor and Transferee (not being a member of the Public) concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 8.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
- 8.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President for the time being of the branch of the New Zealand Law Society in which the Servient Land is situated.
- 8.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

- 9.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
- (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by facsimile to the receiving party.
- 9.2 If clause 9.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 9.3 If clause 9.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

Special Easement Terms

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.
- 10.1 The Transferee is to provide 48 hours notice for access, except in the event of civil emergency, such as rural fire fighting.
- 10.2 The Transferor may install gates, but if they are to be locked shall provide a set of keys to the Transferee.
- 10.3 Clause 7 above is deleted.
- 10.4 The Transferee shall pay the costs of any repair or maintenance required to the Easement Area arising from the Transferee's use of the Easement Area. The Transferor shall pay the costs of any repair or maintenance required to the Easement Area arising from the Transferor's use of the Easement Area. Any general maintenance costs for the Easement Area shall be apportioned between the parties and any other users of the Easement Area based on the parties' proportional use of the Easement Area.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and wither their witnesses or their solicitors must put their signatures or initials here.

OTACO-37213 - Management Purposes easement in gross Reserves Act/Conservation Act
docDM-570264 - Allandale Greenvale DoC management purposes c-d April 2010
(prev Otaco-38410)

Continuation of "Attestation"

Signed for and on behalf of)
Her Majesty the Queen by)
under a written delegation in the)
presence of:)

Witness (Signature)

Name _____

Address _____

Occupation _____

Footnote: In substitution of the SO Plan (which has yet to be prepared), the proposed easement described in clause 1 is marked on the Plan.

Execution Section

This Proposal (including the schedules and appendices) is signed by the Commissioner and the Holder as a binding agreement.

SIGNED for and on behalf of the
Commissioner of Crown Lands
by [] acting pursuant to a
delegated authority in the presence
of:

Witness

Occupation

Address

SIGNED for and on behalf of Lake Wakatipu Station Limited

by two of its directors:

[name of director]

[name of director]

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Execution Section

This Proposal (including the schedules and appendices) is signed by the Commissioner and the Holder as a binding agreement.

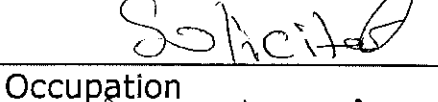
SIGNED for and on
behalf of the
**Commissioner of
Crown Lands**
by

Brian John Usherwood
acting pursuant to a
delegated authority in the
presence of:

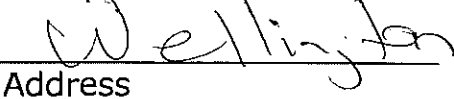




Witness



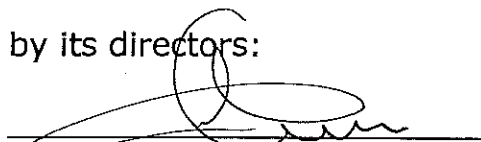
Occupation




Address

SIGNED for and on behalf of Lake Wakatipu Station Limited as Holder of
Allandale Lease

by its directors:



Allan John WADAMS
director



Arthur William YOUNGER
director


Execution Section

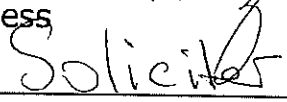
This Proposal (including the schedules and appendices) is signed by the Commissioner and the Holder as a binding agreement.

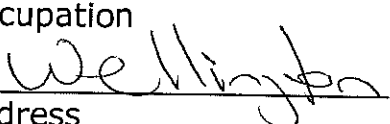
SIGNED for and on
behalf of the
**Commissioner of
Crown Lands** by

Brian John Usherwood
acting pursuant to a
delegated authority in the
presence of:





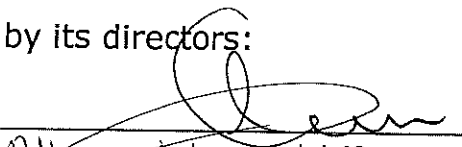
Witness


Occupation



Address

SIGNED for and on behalf of Lake Wakatipu Station Limited
as Holder of **Greenvale Lease**

by its directors:



Alan John WADAMS
director



Arthur William YOUNG
director