



Land Information
New Zealand
Toitū te whenua

Crown Pastoral Land Tenure Review

Lease name : AWAKINO

Lease number : 00 098

Substantive Proposal

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

May

15

SUBSTANTIVE PROPOSAL FOR REVIEW OF CROWN LAND

Under Part 3 of the Crown Pastoral Land Act 1998

Date: 30 April 2014.

Commissioner of Crown Lands:

C/o Manager Pastoral
Land Information New Zealand
Private Bag 4721
Christchurch 8140

The Land

Legal Description: Section 31 Block VIII Kurow Survey District

Area: 800.0000 hectares more or less

Certificate of Title/Unique Identifier: 69815

Subject to: (i) 580586 Land Improvement Agreement
(ii) 705839.4 Memorandum varying covenants and conditions
(iii) Unregistered Licence to Occupy

Pastoral Occupation Licence: PL 5430913.1

Expiry Date: Expired: 31.12.2007


Summary of Designations


Under this Proposal, the Land is designated as follows:

- (a) Upon the expiry of the Pastoral Occupation Licence or the registration of the Final Plan (whichever is the later), the Crown Land (shown marked in pink on the Plan) is to be restored to, or retained by, the Crown as set out in Schedule One; and
- (b) Upon the expiry of the Pastoral Occupation Licence or the registration of the Final Plan (whichever is the later), the Disposal Land (shown marked in green on the Plan) is suitable for disposal in fee simple under the Land Act 1948 as set out in Schedule 2.

1 The Plan

Awakino (12429/Oo 098) Proposed Designations

 Land to be retained in full Crown ownership and control as conservation area

 Land suitable for disposal as freehold

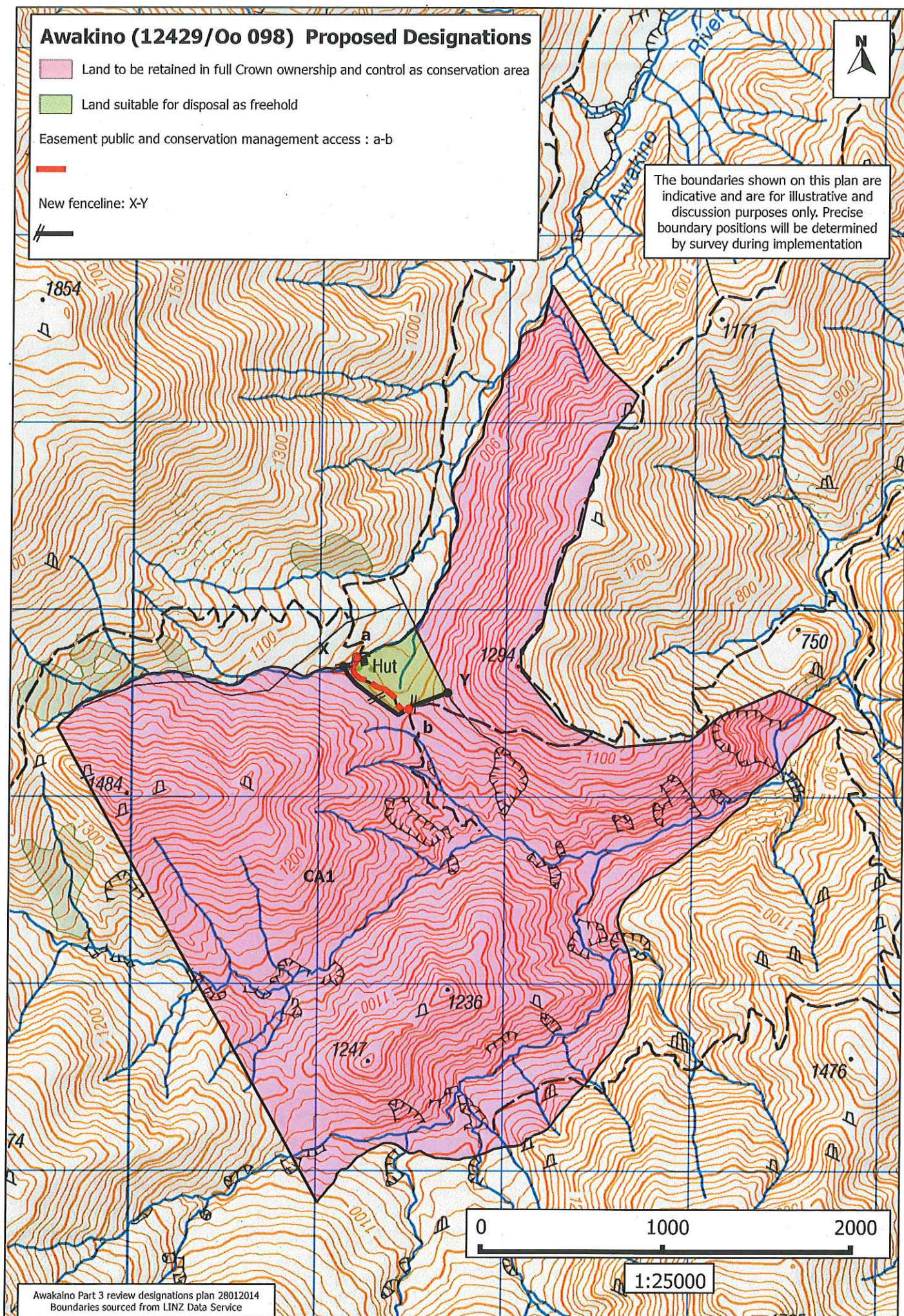
Easement public and conservation management access : a-b



New fenceline: X-Y



The boundaries shown on this plan are indicative and are for illustrative and discussion purposes only. Precise boundary positions will be determined by survey during implementation



2 Conditions

- 2.1 This Proposal is subject to the conditions contained in Schedule Three (if any).

3 Registration of Documents

- 3.1 The Commissioner will lodge all documents necessary to give effect to this Proposal (including, without limitation any easement, covenant, discharge of mortgage, and/or duplicate copy of the Pastoral Occupation Licence).

4 Improvements

- 4.1 The Commissioner shall only pay compensation to the holder of the Pastoral Occupation Licence in respect of the holder's Improvements in accordance with the Act.

5 Fencing

- 5.1 The Commissioner shall, at its cost, erect new fencing approximately along the line marked as such on the Plan (if any).
- 5.2 The Commissioner shall erect the fencing referred to in clause 5.1 according to the specifications in Appendix 1.
- 5.3 If the fencing requires a resource consent or any other consent from any local or territorial authority ("the Fencing Consent"), the following provisions shall apply:
- (a) The Commissioner shall use reasonable endeavours to obtain the Fencing Consent within 6 months of this Proposal taking effect pursuant to the Act.
 - (b) If the Fencing Consent:
 - (i) is not obtained within 6 months of this Proposal taking effect pursuant to the Act; and/or
 - (ii) is obtained on terms which are not satisfactory to the Commissioner in all respects;

the Commissioner may, acting reasonably, elect to do any one or more of the following:

 - (iii) erect the fencing in a position different from that shown on the Plan;
 - (iv) erect the fencing over a shorter distance than that shown on the Plan; or
 - (v) erect the fencing to specifications different from those in Appendix 1.
- 5.4 The ongoing maintenance of the fencing referred to in clauses 5.1 to 5.3 (inclusive) is subject to the terms of the Fencing Act 1978.

6 Survey

- 6.1 All areas of the Land forming part of this Proposal and delineated on the Plan are approximate and subject to preparation of the Final Plan. The measurements and boundaries of the areas may therefore alter on the Final Plan.

7 Vesting of Crown Land

- 7.1 The Crown Land will vest in the Crown on the expiry of the Pastoral Occupation Licence or the registration of the Final Plan (whichever is the later).

8 No Representations or Warranties by the Commissioner

- 8.1 Without limitation, the Commissioner does not warrant the accuracy of any matter in this Proposal or in any notice, or any correspondence or other information provided by the Commissioner or by any agent, contractor or employee of the Commissioner.

9 Costs

- 9.1 The Commissioner will meet the costs of the survey (if any) of the Land, including all designation areas, and the Final Plan.

10 Interpretation

10.1 Definitions

In this Proposal unless the context otherwise requires:

Act means the Crown Pastoral Land Act 1998;

Commissioner means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948;

Crown Land means the land (including any Improvements) set out in Schedule One;

Disposal Land means the land set out in Schedule 2;

Final Plan means the final plan for the Land prepared and submitted by the Commissioner to the Surveyor-General under sections 90 and 62(4)(c) and (d) of the Act;

Improvements has the meaning attributed in section 2 of the Act;

Land means the land subject to the Review described on the front page of this Proposal;

Licence to Occupy means a Licence to Occupy dated 27 June 2011 between the holder of expired Pastoral Occupation Licence PL 5430913.1 and the Commissioner.

Pastoral Occupation Licence means the expired pastoral occupation licence described on the front page of this Proposal;

Plan means the plan of the Land showing all designations attached to this Proposal;

Review means the review of the Land being undertaken by the Commissioner under Part 3 of the Act.

Surveyor-General means the Surveyor-General appointed under section 5 of the Cadastral Survey Act 2002;

10.2 Construction of certain references

In this Proposal, unless inconsistent with the context:

- (a) a reference to a certificate of title includes a reference to a computer register;
 - (b) words importing a gender include all genders;
 - (c) reference to a statute includes reference to all enactments that amend or are passed in substitution for the relevant statute and to all regulations relating to that statute;
 - (d) words in the singular include the plural and vice versa;
 - (e) reference to a person means an individual, a body corporate, an association of persons (whether corporate or not), a trust or a state or agency of a state (in each case, whether or not having separate legal personality);
 - (f) references to sections, clauses, sub-clauses, parts, annexures, attachments, appendices, schedules, paragraphs and sub-paragraphs are references to such as they appear in this Proposal and form part of this Proposal;
 - (g) headings are included for ease of reference only and will not affect the construction or interpretation of this Proposal;
 - (h) references to obligations includes reference to covenants, undertakings, warranties and, generally, obligations or liabilities of any nature properly arising whether directly or indirectly, under or in respect of the relevant contract, agreement or arrangement;
 - (i) all references to times are references to times in New Zealand;
-

Schedule One: Provisions relating to the Schedule One Land

1 Details of Designation

- 1.1 Under this Proposal the land shown marked in pink on the Plan, being 785 hectares (approximately) is designated as land to be restored to or retained in full Crown ownership and control as conservation area.

2 Schedule One Improvements to remain on the Crown Land

Approximately 4,400 metres of boundary fence in various condition.

Schedule Two: Provisions relating to the Schedule Two Land

1 Details of Designation

- 1.1 Under this Proposal the land shown marked in green on the Plan, being 15 hectares (approximately) is designated as land suitable for disposal in fee simple under the Land Act 1948 subject to:
- (a) Part IVA of the Conservation Act 1987;
 - (b) Section 11 of the Crown Minerals Act 1991; and
 - (c) the creation of a right of way easement in gross in favour of Her Majesty the Queen acting by and through the Minister of Conservation in the form attached at Appendix 2.

2 Schedule Two Improvements to remain on the Disposal Land

Approximately 400 metres of fence in various condition, which will form part of the new boundary between the Disposal Land and the Crown Land, together with the hut known as "Tin Hut".

Schedule Three: Conditions

None

Appendix 1: Indicative Fencing Requirements

Fenceline

Length and location: Fence to be erected along boundary line "X-Y" (1,000 metres approximately) on the Plan

Type: Sheep seven wire and T irons or posts

Specifications

- Fence to be constructed of five HT (2.5mm) wires with, one barbed wire on top and one bottom galvanised medium tensile 4mm (no 8) wire, with wires located on the grazing side of the boundary, except where there is a high risk of snow damage where they shall be placed on the leeward side away from the prevailing snow.
- 2.4 metre x 200 mm treated timber strainers with treated timber stays to be used for gateways and ends of strains (heavy T irons in lieu of strainers with steel stays may be used)
- 3.6 metres Cyclone gates to be erected across vehicle track.
- 2.4 metre x 125mm treated timber posts or T irons to be used at 20 m gaps or on appropriate high and low points.
- Six steel Waratah standards per 20 metres to be used Waratah standards to be mostly 1.5m long with 1.35m standards allowed on rocky ground and 1.650m on soft ground.
- Waratahs back to back may be used instead of posts on high spots and on corners, with tie-backs on tussock country
- All strainers, to be driven or dug in and rammed and footed with acceptable footing material. No 8 wire to be used on all foots. All dips and hollows to be tied down.
- Netting to be hung on creek crossings and left to swing.
- All strainers and angles to be mortised stayed and blocked. Stays to be one-third of the way up posts.
- Tie-backs are permitted on both sides of the fence
- All wires are to be securely and neatly tied off. Bottom wire to be between 100 and 150mm above the ground. Line to be benched where required. Most of the line will need to be cleared manually as required.
- Post staples to be 50 X 4mm galvanised slice pointed barb to be driven well in but allow the wire to run through
- Strains not to exceed 300 metres for HT and 250m for No8 and strained to a tension recommended by the wire manufacturer.
- Strainers and angle posts to be dug in to such a depth that 117cm (46") remains out of the ground
- Posts to be driven or dug in to such a depth that 112cm (44") remains out of the ground.
- Under no circumstances are any strainers, post or stays to be shortened either prior to or subsequent to their placement in the ground.
- Triplex strainers to be used on all strains.
- Lightning droppers may be used where appropriate.

Appendix 2:

TRANSFER GRANT OF EASEMENT IN GROSS

For Public Access and 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

Otago

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

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

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.*

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

Consideration

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 GRANTOR TRANSFERS to the GRANTEE all the grantor'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 Grantor Signature of Witness (continued on page xx of Annexure Schedule) Witness to complete in BLOCK letters <i>(unless typewritten or legibly stamped)</i> Witness name Occupation Address |
| Signature, or common seal of Grantor | |

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Transferee

Annexure Schedule

Insert below

"Mortgage", "Transfer", "Lease", etc

Transfer Easement

Dated

Page

of

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Definitions

1. In this transfer unless the context otherwise requires:

- 1.1 "Easement Area "a-b" means that part of the Servient Land being 20 metres wide which is marked "[]" on Deposited Plan/S.O. Plan No [].
- 1.2 "Management Purposes" means:
 - the protection of a significant inherent value of any land managed by the Grantee;
 - the ecological sustainable management of any land managed by the Grantee.
 - the management of the Easement Area consistent with the purposes for which the easement is held under the Conservation Act 1987 or the Reserves Act 1977.
- 1.3 "Servient Land" means the land owned by the Grantor and described on page 1.
- 1.4 "Grantee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes tenants, agents, invitees, contractors, licensees and employees of the Minister of Conservation and the Director-General of Conservation; and for the purposes of clause 2.1 only, includes any member of the public.
- 1.5 "Grantor" means the owner of the Servient Land described on page 1 and includes the Grantor's tenants and invitees.
- 1.6 "Working day" means the period between any one midnight and the next, excluding Saturdays, Sundays and statutory holidays in the place where the Servient Land is located.

Standard Easement Terms

Access

2. The Grantee has the right in common with the Grantor:

- 2.1 To pass and re-pass at any time over and along that part of the Easement Area marked "a" – "b" on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
- 2.2 To pass and re-pass at any time over and along that part of the Easement Area marked "a-b " on foot, or on or accompanied by horses, or by non-motorised vehicle, or by motor vehicle, with or without machinery and implements of any kind, with or without guns and accompanied by dogs, for Management Purposes.

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

Annexure Schedule

Insert below

"Mortgage", "Transfer", "Lease", etc

Transfer Easement

Dated

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3. The Grantor 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 Grantor.

Exclusion of Schedules

4. 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

5. The easement is to be in perpetuity.

Temporary Closure of Easement Area

- 6.1 The Grantee may, at any time in exercise of her/his powers, temporarily close all or part of the Easement Area to the public for such period as she/he considers necessary.
- 6.2 For the avoidance of doubt, it is stated that any such temporary closure by the Grantee of all or part of the Easement Area to the public in accordance with clause 6.1 does not affect the rights of the Grantor to continue to access and use the Easement Area.

Dispute Resolution

- 7.1 If a dispute arises between the Grantor and Grantee concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 7.2 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.
- 7.3 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 New Zealand Law Society.
- 7.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Annexure Schedule

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

Transfer Easement

Dated

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Notice

- 8.1 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 email to the receiving party.
- 8.2 If clause 8.1(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.
- 8.3 If clause 8.1(c) applies the notice will be deemed to have been received on the day on which it is emailed if that day is a working day or, if dispatched after 5.00pm, on the next working day after the date of email.

Gates

9. Where the Grantor wishes to erect fences across the Easement Area, the Grantor shall install a gate not less than 3 metres wide, and either:
- 9.1 Keep the gate unlocked at all times, or
 - 9.2 Ensure the Grantee is provided with a key to the gate; AND
 - 9.3 Install a stile or appropriate facility to allow for public access by foot, horse or non-motorised vehicle.
10. The Grantee (not being a member of the public) has the right:
- 10.1 To mark the Easement Area as appropriate.
 - 10.2 To erect and maintain stiles and/or gates.
 - 10.3 To erect and maintain signs informing the public:
 - (a) of the location of the land managed by the Crown and available for public access and recreation; and
 - (b) of their rights and responsibilities in relation to the Easement Area.
 - 10.4 From time to time to modify the surface of the Easement Area so that it becomes and remains fit for the purpose of clauses 2.1 and 2.2.
 - 10.5 To use whatever reasonable means of access he/she thinks fit over the Easement Area to carry out the works in clause 10.1 to 10.4.

Annexure Schedule

Insert below

"Mortgage", "Transfer", "Lease", etc

Transfer Easement

Dated

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Special Easement Terms

11. The standard easement terms contained above must be read subject to any special easement terms set out below.
12. If the Grantee (being a member of the public) has a hunting permit, issued by the Director-General of Conservation for public conservation land to which the Easement Area provides access, they may carry a gun and be accompanied by dogs on the Easement Area for the purpose of gaining access to hunt on that land.

Continuation of "Attestation"

Signed for and on behalf of
Her Majesty the Queen by
[name] _____
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.

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

docDM-1313105 - Awakino POL Public and Management Access Easement in Gross

TRANSFER GRANT OF EASEMENT IN GROSS

For Public Access and Management Purposes

Land Transfer Act 1952

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|--|
| Law Firm Acting |
| Solicitor Legal Services Department of Conservation Dunedin |

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

Adoption of Proposal

This substantive proposal is adopted by
the **Commissioner of Crown Lands**
pursuant to section 89(1) of the Act by
Brian John Usherwood pursuant to a
delegation in the presence of:

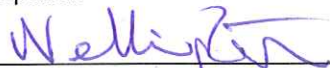




Witness



Occupation



Address