

Crown Pastoral Land Tenure Review

Lease name:

CATTLE FLAT (Southland)

Lease number: PS 071

Preliminary Proposal - Part 2

A Preliminary Proposal is advertised for public submissions as per Section 43 of the Crown Pastoral Land Act 1998.

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

January

05

Appendix 5: Form of Easement to be Created

Concession number: _____

DATED _____

Between

**MINISTER OF CONSERVATION
("the Grantor")**

and

**G.A Young & Co. Limited
("the Concessionaire")**

**EASEMENT CONCESSION
UNDER CROWN PASTORAL LAND ACT 1998**



Department of Conservation
Te Papa Atawhai

THIS DOCUMENT is made this day of

PARTIES:

1. **MINISTER OF CONSERVATION**, ("the Grantor")

2. **G.A YOUNG & Co LIMITED** ("the Concessionaire")

BACKGROUND

- A. The land described in Item 1 of Schedule 1 as the Servient Land is a Conservation Area or a Reserve under the management of the Grantor.

- B. The land described in Item 2 of Schedule 1 as the Dominant Land is freehold land of the Concessionaire.

- C. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant a Concession for a Concession Activity in a Conservation Area and a Reserve under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

- D. The Concessionaire wishes to carry out the Concession Activity on the Easement Area subject to the terms and conditions of this Document.

- E. The Grantor has agreed to grant the Concessionaire an Easement appurtenant to the Dominant Land over that part of the Servient Land specified as the Easement Area.

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

“**Background**” means the matters referred to under the heading ‘Background’ on page 2 of this Document.

“**Compensation**” means the amount specified in Item 6 of Schedule 1 and required by the Grantor under section 53 of the Crown Pastoral Land Act 1988 and section 17X of the Conservation Act 1987 for the adverse effects of the Concession Activity on the Crown’s or public’s interest in the Easement Area.

“**Concession**” means a concession as defined in section 2 of the Conservation Act 1987.

“**Concessionaire**” means the registered proprietor for the time being of the Dominant Land and includes the Concessionaire’s successors, assigns, executors, and administrators.

“**Concession Activity**” means the use of the Easement Area by the Concessionaire for purposes specified in Item 4 of Schedule 1.

“**Conservation Area**” has the same meaning as “Conservation area” in section 2 of the Conservation Act 1987.

“**Director-General**” means the Director-General of Conservation.

“**Document**” means this document and any subsequent amendments and all schedules, annexures, and plans attached to it.

“**Dominant Land**” means the land specified in Item 2 of Schedule 1.

“**Easement**” means the Appurtenant Easement granted under this Document by the Grantor to the Concessionaire under section 17Q of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

“**Easement Area**” means that part of the Servient Land specified in Item 3 of Schedule 1.

“**Reserve**” has the same meaning as “reserve” in section 59A of the Reserves Act 1977.

“**Servient Land**” means a Conservation Area being the area more particularly described in Item 1 of Schedule 1.

“**Structure**” includes a bridge, a culvert, and a fence.

“**Term**” means the period of time specified in Item 5 of Schedule 1 during which this Document operates.

“**Working Day**” means the period between any one midnight and the next excluding Saturdays, Sundays and Statutory holidays in the place where the Concession Activity is being carried out.

1.2 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (d) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include other genders;
- (g) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;
- (h) where the Grantor’s consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

1.3 Words used in the Background to this Document have the same meaning given to them in clause 1.1.

2.0 GRANT OF APPURTENANT EASEMENT

2.1 In exercise of the Grantor’s powers under either section 66 or section 68 of the Crown Pastoral Land Act 1998 (whichever is relevant in the circumstances) the Grantor **GRANTS** to the Concessionaire an **EASEMENT APPURTENANT** to the Dominant Land under either section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances) to carry out the Concession Activity on the Easement Area subject to the terms and conditions contained in this Document.

3.0 TERM

3.1 The Easement is for the Term specified in Item 5 of Schedule 1.

4.0 COMPENSATION

- 4.1 The Concessionaire must pay to the Grantor in the manner specified by the Grantor the Compensation specified in Item 6 of Schedule 1.
- 4.2 Under section 53 of the Crown Pastoral Land Act 1998 the Grantor waives any requirement for rent on the basis that the costs of setting and collecting the rent would exceed any rent which may be collected.

5.0 OTHER CHARGES

- 5.1 In addition to Compensation, the Concessionaire must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which may become payable in relation to the Easement Area and which are attributable to the Concessionaire's use of or activity on the Easement Area.

6.0 CONCESSION ACTIVITY

- 6.1 The Concessionaire is not to use the Easement Area for any purpose other than the Concession Activity.

7.0 COMPLIANCE

- 7.1 The Concessionaire will comply where relevant:
- (a) with the provisions of any conservation management strategy or conservation management plan under Part IIIA of the Conservation Act 1987 together with any amendment or review of any strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
 - (b) with the Conservation Act 1987, the Reserves Act 1977, the Resource Management Act 1991 and the Health and Safety in Employment Act 1992 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Area or affecting or relating to the Concession Activity.

8.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 8.1 The Concessionaire must not erect or bring on to the Easement Area any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.
- 8.2 The Concessionaire must keep and maintain any Structures, and facilities on and alterations to the Easement Area in good repair.
- 8.3 On expiry or early termination of this Document either as to the whole or any part of the Easement Area, the Concessionaire will not be entitled to compensation for any improvements and any Structure or facilities remaining on the Easement Area are to become the property of the Grantor.
- 8.4 If requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at the Concessionaire's own expense all damage done by the removal and must leave the Easement Area in a clean and tidy condition to the satisfaction of the Grantor.

9.0 PROTECTION OF THE ENVIRONMENT

- 9.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:
- (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Easement Area; or
 - (b) bring any plants, or animals (except those stipulated in Item 4 of Schedule 1) on to the Easement Area; or

- (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or
- (d) pile or store materials in any place on the Easement Area where they may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Easement Area; or
- (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Easement Area; or
- (g) disturb or allow stock to disturb any stream or watercourse on the Easement Area; or
- (h) light any fire on the Easement Area.

9.2 The Concessionaire, must at the Concessionaire's expense:

- (a) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Easement Area or any Structure or facility on the Easement Area;
- (b) comply strictly with the provisions of the Biosecurity Act 1993.

9.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 9

9.4 The Concessionaire may bring firearms on to the Easement Area for use in connection with the Concession Activity and pest control operations.

9.5 The Concessionaire may for purposes of the Concession Activity take onto or use vehicles on the Easement Area on existing formed access tracks only.

10. TEMPORARY SUSPENSION

10.1 The Grantor may, at any time in exercise of the Grantor's powers, close all or part of the Easement Area for such period as she/he considers necessary.

11.0 TERMINATION

11.1 The Grantor may terminate this Document by notice in writing to the Concessionaire if:

- (a) the Concessionaire breaches any terms of this Document; and
- (b) the Grantor has notified the Concessionaire in writing of the breach; and
- (c) the Concessionaire does not rectify the breach within 28 days of receiving notification.

11.2 Immediately on termination the Concessionaire must execute a surrender of this Document if the Grantor so requires it.

12.0 INDEMNITIES AND INSURANCE

12.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, agents, contractors, licensees or invitees or otherwise caused as a result of its use of the Easement Area or the Concessionaire's carrying out of the Concession Activity on the Easement Area.

- 12.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.
- 12.3 Without prejudice to or in any way limiting its liability under clause 12.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:
- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Easement Area and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 7 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 8 of Schedule 1; and
 - (b) statutory liability insurance for the amount specified in Item 9 of Schedule 1; and
 - (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 10 of Schedule 1.
- 12.4 With respect to clause 12.3 the Concessionaire must before commencing the Concession Activity and on each renewal of insurance, provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.

13.0 ASSIGNMENT

- 13.1 The Concessionaire is not to transfer, sublicense, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it without the prior written consent of the Grantor. The Grantor may, in the Grantor's discretion, decline to grant consent under this clause.
- 13.2 If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document unless the Grantor otherwise provides in writing.
- 13.3 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 13.4 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

14.0 DISPUTE RESOLUTION AND ARBITRATION

- 14.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 14.2 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 the Disputes Tribunal, where relevant, or to mediation with a mediator agreed between the parties.
- 14.3 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Easement Area is located is to appoint the mediator.
- 14.4 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 of the Arbitration Act 1996 will apply.

- 14.5 Notwithstanding any provision to the contrary in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the District Law Society in the region in which the Easement Area is located is to appoint the arbitrator. The arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 14.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.
- 14.7 The parties agree that the results of any arbitration are to be binding on the parties.

15.0 NOTICES

- 15.1 Any notice to be given under this Document 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 Item 11 of Schedule 1.
- 15.2 A notice given in accordance with clause 15.1 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 Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.

16.0 RELATIONSHIP OF PARTIES

- 16.1 Nothing expressed or implied in this Document shall be construed as:
- (a) conferring on the Concessionaire any right of exclusive occupation or use of the Easement Area;
 - (b) preventing the Grantor from granting similar concessions to other persons;
 - (c) derogating from the rights of the Grantor and the public to have access across the Easement Area.

17.0 SPECIAL CONDITIONS

- 17.1 Special conditions relating to this Document are set out in Schedule 2.
- 17.2 The standard conditions contained in this Document must be read subject to any special conditions.

Signed by : Kevin James O'Connor

for and on behalf of
the Minister of Conservation
pursuant to a written delegation (or designation as the case may be)
in the presence of :

Witness:
Occupation:
Address:

Signed by : Geoffrey Alan Young

as Concessionaire
in the presence of :

Witness :
Occupation :
Address :

SCHEDULE 1

1. **Servient Land:** *(see definition of Servient Land in clause 1.1)*
2. **Dominant Land:** *(see definition of Dominant Land in clause 1.1)*
3. **Easement Area:** 10 metres wide along the existing farm track (marked l-m on the designation plan), being 5 metres by 5 metres on either side of the track's centre line.
4. **Concession Activity:** For farm management purposes and stock, foot, horse, motor vehicles, machinery and implements, guns and farm dogs only through the Reserve.
5. **Term:** In perpetuity commencing on the date of execution of this document.
6. **Compensation:** One peppercorn (if demanded) on the date of execution of this document.
7. **Public Liability General Indemnity Cover:** *(see clause 12.3)*
8. **Public Liability Forest & Rural Fire Act Extension:** *(see clause 12.3)*
9. **Statutory Liability Insurance** *(see clause 12.3)*
10. **Other Types of Insurance:** *(see clauses 12.3)*
for \$ non applicable
11. **Address for Notices (including facsimile number):** *(see clause 15)*
 - (a) Grantor
C/O PO Box 743
INVERCARGILL
Fax (03) 214 4486
 - (b) Concessionaire
61 Torquay Street
Abbotsford
DUNEDIN

SCHEDULE 2

Special Conditions

1. In carrying out the Concession Activity the Concessionaire 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.
2. The Concessionaire has the right to maintain the Easement Area to its existing 4 wheel drive standard. The concessionaire must have the Grantor's approval before any major earth works are undertaken.
3. Should the Department receive an application for a concession, from a company or individual seeking to conduct a commercial activity on that part of the easement which crosses the Reserve, the Department agrees to consult with the Concessionaire as to the details of the concession application upon receipt of that application.

Appendix 6: Form of Easement to be Created

Concession number: _____

DATED _____

Between

**MINISTER OF CONSERVATION
("the Grantor")**

and

**G.A Young and Co. Limited
("the Concessionaire")**

**EASEMENT CONCESSION
UNDER CROWN PASTORAL LAND ACT 1998**



Department of Conservation
Te Papa Atawhai

THIS DOCUMENT is made this day of

PARTIES:

1. **MINISTER OF CONSERVATION**, ("the Grantor")
2. **G.A YOUNG & Co. LIMITED** ("the Concessionaire")

BACKGROUND

- A. The land described in Item 1 of Schedule 1 as the Servient Land is a Conservation Area or a Reserve under the management of the Grantor.
- B. The land described in Item 2 of Schedule 1 as the Dominant Land is freehold land of the Concessionaire.
- C. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant a Concession for a Concession Activity in a Conservation Area and a Reserve under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).
- D. The Concessionaire wishes to carry out the Concession Activity on the Easement Area subject to the terms and conditions of this Document.
- E. The Grantor has agreed to grant the Concessionaire an Easement appurtenant to the Dominant Land over that part of the Servient Land specified as the Easement Area.

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

- “**Background**” means the matters referred to under the heading ‘Background’ on page 2 of this Document.
- “**Compensation**” means the amount specified in Item 6 of Schedule 1 and required by the Grantor under section 53 of the Crown Pastoral Land Act 1988 and section 17X of the Conservation Act 1987 for the adverse effects of the Concession Activity on the Crown’s or public’s interest in the Easement Area.
- “**Concession**” means a concession as defined in section 2 of the Conservation Act 1987.
- “**Concessionaire**” means the registered proprietor for the time being of the Dominant Land and includes the Concessionaire’s successors, assigns, executors, and administrators.
- “**Concession Activity**” means the use of the Easement Area by the Concessionaire for purposes specified in Item 4 of Schedule 1.
- “**Conservation Area**” has the same meaning as “Conservation area” in section 2 of the Conservation Act 1987.
- “**Director-General**” means the Director-General of Conservation.
- “**Document**” means this document and any subsequent amendments and all schedules, annexures, and plans attached to it.
- “**Dominant Land**” means the land specified in Item 2 of Schedule 1.

“**Easement**” means the Appurtenant Easement granted under this Document by the Grantor to the Concessionaire under section 17Q of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

“**Easement Area**” means that part of the Servient Land specified in Item 3 of Schedule 1.

“**Reserve**” has the same meaning as “reserve” in section 59A of the Reserves Act 1977.

“**Servient Land**” means a Conservation Area being the area more particularly described in Item 1 of Schedule 1.

“**Structure**” includes a bridge, a culvert, and a fence.

“**Term**” means the period of time specified in Item 5 of Schedule 1 during which this Document operates.

“**Working Day**” means the period between any one midnight and the next excluding Saturdays, Sundays and Statutory holidays in the place where the Concession Activity is being carried out.

1.2 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (d) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include other genders;
- (g) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;
- (h) where the Grantor’s consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

1.3 Words used in the Background to this Document have the same meaning given to them in clause 1.1.

2.0 GRANT OF APPURTENANT EASEMENT

2.1 In exercise of the Grantor’s powers under either section 66 or section 68 of the Crown Pastoral Land Act 1998 (whichever is relevant in the circumstances) the Grantor **GRANTS** to the Concessionaire an **EASEMENT APPURTENANT** to the Dominant Land under either section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances) to carry out the Concession Activity on the Easement Area subject to the terms and conditions contained in this Document.

3.0 TERM

3.1 The Easement is for the Term specified in Item 5 of Schedule 1.

4.0 COMPENSATION

- 4.1 The Concessionaire must pay to the Grantor in the manner specified by the Grantor the Compensation specified in Item 6 of Schedule 1.
- 4.2 Under section 53 of the Crown Pastoral Land Act 1998 the Grantor waives any requirement for rent on the basis that the costs of setting and collecting the rent would exceed any rent which may be collected.

5.0 OTHER CHARGES

- 5.1 In addition to Compensation, the Concessionaire must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which may become payable in relation to the Easement Area and which are attributable to the Concessionaire's use of or activity on the Easement Area.

6.0 CONCESSION ACTIVITY

- 6.1 The Concessionaire is not to use the Easement Area for any purpose other than the Concession Activity.

7.0 COMPLIANCE

- 7.1 The Concessionaire will comply where relevant:
- (a) with the provisions of any conservation management strategy or conservation management plan under Part IIIA of the Conservation Act 1987 together with any amendment or review of any strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
 - (b) with the Conservation Act 1987, the Reserves Act 1977, the Resource Management Act 1991 and the Health and Safety in Employment Act 1992 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Area or affecting or relating to the Concession Activity.

8.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 8.1 The Concessionaire must not erect or bring on to the Easement Area any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.
- 8.2 The Concessionaire must keep and maintain any Structures, and facilities on and alterations to the Easement Area in good repair.
- 8.3 On expiry or early termination of this Document either as to the whole or any part of the Easement Area, the Concessionaire will not be entitled to compensation for any improvements and any Structure or facilities remaining on the Easement Area are to become the property of the Grantor.
- 8.4 If requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at the Concessionaire's own expense all damage done by the removal and must leave the Easement Area in a clean and tidy condition to the satisfaction of the Grantor.

9.0 PROTECTION OF THE ENVIRONMENT

- 9.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:
- (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Easement Area; or
 - (b) bring any plants, or animals (except those stipulated in Item 4 of Schedule 1) on to the Easement Area; or

- (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or
- (d) pile or store materials in any place on the Easement Area where they may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Easement Area; or
- (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Easement Area; or
- (g) disturb or allow stock to disturb any stream or watercourse on the Easement Area; or
- (h) light any fire on the Easement Area.

9.2 The Concessionaire, must at the Concessionaire's expense:

- (a) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Easement Area or any Structure or facility on the Easement Area;
- (b) comply strictly with the provisions of the Biosecurity Act 1993.

9.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 9

9.4 The Concessionaire may bring firearms on to the Easement Area for use in connection with the Concession Activity and pest control operations.

9.5 The Concessionaire may for purposes of the Concession Activity take onto or use vehicles on the Easement Area on existing formed access tracks only.

10. TEMPORARY SUSPENSION

10.1 The Grantor may, at any time in exercise of the Grantor's powers, close all or part of the Easement Area for such period as she/he considers necessary.

11.0 TERMINATION

11.1 The Grantor may terminate this Document by notice in writing to the Concessionaire if:

- (a) the Concessionaire breaches any terms of this Document; and
- (b) the Grantor has notified the Concessionaire in writing of the breach; and
- (c) the Concessionaire does not rectify the breach within 28 days of receiving notification.

11.2 Immediately on termination the Concessionaire must execute a surrender of this Document if the Grantor so requires it.

12.0 INDEMNITIES AND INSURANCE

12.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, agents, contractors, licensees or invitees or otherwise caused as a result of its use of the Easement Area or the Concessionaire's carrying out of the Concession Activity on the Easement Area.

- 12.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.
- 12.3 Without prejudice to or in any way limiting its liability under clause 12.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:
- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Easement Area and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 7 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 8 of Schedule 1; and
 - (b) statutory liability insurance for the amount specified in Item 9 of Schedule 1; and
 - (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 10 of Schedule 1.
- 12.4 With respect to clause 12.3 the Concessionaire must before commencing the Concession Activity and on each renewal of insurance, provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.

13.0 ASSIGNMENT

- 13.1 The Concessionaire is not to transfer, sublicense, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it without the prior written consent of the Grantor. The Grantor may, in the Grantor's discretion, decline to grant consent under this clause.
- 13.2 If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document unless the Grantor otherwise provides in writing.
- 13.3 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 13.4 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

14.0 DISPUTE RESOLUTION AND ARBITRATION

- 14.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 14.2 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 the Disputes Tribunal, where relevant, or to mediation with a mediator agreed between the parties.
- 14.3 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Easement Area is located is to appoint the mediator.
- 14.4 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 of the Arbitration Act 1996 will apply.

- 14.5 Notwithstanding any provision to the contrary in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the District Law Society in the region in which the Easement Area is located is to appoint the arbitrator. The arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 14.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.
- 14.7 The parties agree that the results of any arbitration are to be binding on the parties.

15.0 NOTICES

- 15.1 Any notice to be given under this Document 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 Item 11 of Schedule 1.
- 15.2 A notice given in accordance with clause 15.1 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 Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.

16.0 RELATIONSHIP OF PARTIES

- 16.1 Nothing expressed or implied in this Document shall be construed as:
- (a) conferring on the Concessionaire any right of exclusive occupation or use of the Easement Area;
 - (b) preventing the Grantor from granting similar concessions to other persons;
 - (c) derogating from the rights of the Grantor and the public to have access across the Easement Area.

17.0 SPECIAL CONDITIONS

- 17.1 Special conditions relating to this Document are set out in Schedule 2.
- 17.2 The standard conditions contained in this Document must be read subject to any special conditions.

Signed by : Kevin James O'Connor

for and on behalf of
the Minister of Conservation
pursuant to a written delegation (or designation as the case may be)
in the presence of :

Witness:
Occupation:
Address:

- 7 -

Signed by : Geoffrey Alan Young

as Concessionaire
in the presence of :

Witness :
Occupation :
Address :

SCHEDULE 1

1. **Servient Land:** *(see definition of Servient Land in clause 1.1)*
2. **Dominant Land:** *(see definition of Dominant Land in clause 1.1)*
3. **Easement Area:** 10 metres wide along the existing farm tracks (marked s, t, u, v, x, y, z on the designation plan), being 5 metres by 5 metres on either side of the track's centre line and 5 metres wide along existing stock routes (marked w on the designation plan).
4. **Concession Activity:** Access through the Conservation Area for:
 - a) farm management purposes and stock, foot, horse, motor vehicles, machinery and implements, guns and farm dog access only along s, t, u, v, x, y, z and farm management purposes; and
 - b) stock, foot, horse, guns and farm dog access only along w.
5. **Term:** In perpetuity commencing on the date of registration of this document.
6. **Compensation:** \$ One peppercorn (if demanded) payable on date of registration of this document.
7. **Public Liability General Indemnity Cover:** *(see clause 12.3)*
8. **Public Liability Forest & Rural Fire Act Extension:** *(see clause 12.3)*
9. **Statutory Liability Insurance** *(see clause 12.3)*
10. **Other Types of Insurance:** *(see clauses 12.3)*
for \$ non applicable
11. **Address for Notices (including facsimile number):** *(see clause 15)*
 - (a) Grantor
C/O PO Box 743
INVERCARGILL
Fax (03) 214 4486
 - (b) Concessionaire
61 Torquay Street
Abbotsford
DUNEDIN

SCHEDULE 2

Special Conditions

1. In carrying out the Concession Activity the Concessionaire 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.

Appendix 7: Form of Easement to be Created

**TRANSFER GRANT OF
EASEMENT IN GROSS**

1. Public Access
2. Access for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

RELEASED UNDER THE OFFICIAL INFORMATION ACT
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.*

Public Access and Management Purposes Easement in Gross under section 12 of the Reserves Act 1977 (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)

Witness name

Occupation

Address

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952
Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply

OTACO-37213 Easement in Gross Templ.doc

OTACO-38913 - Cattle Flat (Ps 71) Public non-motorised vehicle & DOC management access ease

j-i 1 November 2004

Solicitor for the Transferee

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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 (*marked h-g, f-e, c-b-d, b-a, n-o, a1-l and i-j-k*) which is marked “[]” 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, for purposes of clause 2.1, includes the Transferee’s tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public; but for the purposes of clause 2.2 means the Transferee’s tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation only.
 - 1.5 “Transferor” means the owner of the Servient Land described on page 1 and includes the Transferor’s tenants and invitees.

Standard Easement Terms

Access

2. The Transferee has the right:
 - 2.1 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 non-motorised vehicle powered by a person or persons.
 - 2.2 To pass and re-pass at any time over and along the Easement on foot, or 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.

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.

OTACO-37213 Easement in Gross Templ.doc

OTACO-38913 - Cattle Flat (Ps 71) Public non-motorised vehicle & DOC management access easement in gross g-h, f-e, d-b-c, o-n, a1-l, k-j-i 1 November 2004

RELEASED UNDER THE OFFICIAL INFORMATION ACT

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 Ninth Schedule of the Property Law Act 1952 are expressly negated.

Term

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

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 District 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

OTACO-37213 Easement in Gross Templ.doc

OTACO-38913 - Cattle Flat (Ps 71) Public non-motorised vehicle & DOC management access easement in gross g-h, f-e, d-b-c, o-n, al-l, k-j-i 1 November 2004

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.

Definitions

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.
- 11 Clause 1.4 is deleted and replaced with the following:
- “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; and any member of the public.
- 12 Clause 2.2 is deleted and replaced with the following:
- to (not being a member of the public) pass and re-pass at any time over and along the Easement on foot, or 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.
- 13 Members of the public are prohibited from travelling across the sections of the Easement Area marked *a1-l* on the designation plan.
- 14 Members of the public must travel by foot only across the sections of the Easement Area marked *b-a* on the designation plan.
- 15 The sections of the Easement Area marked *i-j-k, n-o, c-b, b-a, b-d, e-f* on the designation plan shall be closed to members of the public for farming purposes only:
- a) between 1st September and 30th November (these dates are inclusive); and
- b) Tuesdays, Wednesdays and Thursdays between 1st December and 31st August;
- During these periods access to members of the public is to be made available with prior agreement of the Transferor (which is not to be unreasonably withheld) if the Easement Area is not being used for farming purposes.
- 16 The sections of the Easement Area marked *h-g* on the designation plan shall be closed to members of the public for farming purposes only:
- a) between 1st September and the Thursday before Labour Weekend (these dates are inclusive); and
- b) Tuesdays, Wednesdays and Thursdays between 1st May and 31st August.
- 17 Pursuant to clauses 15 and 16, the Transferor must obtain the prior consent, such consent not to be unreasonably withheld, of the Area Manager, Murihiku Area Office, Department of Conservation, Invercargill, should any additional closures be required.
- 18 The Transferee (not being a member of the public) has the right:
- 18.1 To maintain the Easement Area to its existing 4 wheel drive standard.
- 18.2 To take machinery and implements onto and over the Easement Area for the purpose of track maintenance and construction.
- 18.3 To maintain and erect stiles.

OTACO-37213 Easement in Gross Templ.doc

OTACO-38913 - Cattle Flat (Ps 71) Public non-motorised vehicle & DOC management access easement in gross g-h. f-e. d-b-c. o-n. a1-l. k-j-i 1 November 2004

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.

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18.4 To erect and maintain signs informing the public of:

- a) the location of land managed by the Crown and available for public access and recreation; and
- b) their rights and responsibilities in relation to the Easement Area.

19 The Transferor will provide a 20 m by 20 m space for public car parking at grid reference E44 694 955.

Continuation of "Attestation"

Signed for and on behalf of)
 Her Majesty the Queen by)
 Kevin James O'Connor)
 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.

Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Access for Management Purposes

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
Dunedin

Auckland District Law Society
REF:4135

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(except for "Law Firm Acting")

OTACO-37213 Easement in Gross Templ.doc

OTACO-38913 - Cattle Flat (Ps 71) Public non-motorised vehicle & DOC management access easement in gross g-h, f-e, d-b-c, o-n, a l-l, k-
j-i 1 November 2004

Appendix 8: Form of Easement to be Created

**TRANSFER GRANT OF
EASEMENT IN GROSS**

1. Access for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

RELEASED UNDER THE OFFICIAL INFORMATION ACT
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 Sumames must be underlined

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

Transferee Sumames 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 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

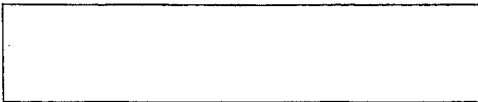
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement (if described above such is granted or created.

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) Witness name Occupation Address
Signature, or common seal of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952 Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply



RELEASED UNDER THE OFFICIAL INFORMATION ACT

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 (*marked z- r-j on the designation plan*) which is marked "[]" 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, for purposes of clause 2.1, includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public; but for the purposes of clause 2.2 means the Transferee's tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation only.
 - 1.5 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

2. The Transferee has the right:
 - 2.1 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 non-motorised vehicle powered by a person or persons.
 - 2.2 To pass and re-pass at any time over and along the Easement on foot, or 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.

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.

OTACO-37213 Easement in Gross Templ.doc
OTACO-38909 - Cattle Flat (Ps 71) management easement in gross j-r-z 1 November 2004

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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 Ninth Schedule of the Property Law Act 1952 are expressly negated.

Term

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

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 District 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.
11. Clause 1.4 is deleted and replaced with the following:

OTACO-37213 Easement in Gross Templ.doc

OTACO-38909 - Cattle Flat (Ps 71) management easement in gross j-r-z 1 November 2004

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.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

“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; and any member of the public.

12 Clause 2.1 is deleted in its entirety.

13 Clause 2.2 is deleted and replaced with the following:

to (not being a member of the public), pass and re-pass at any time over and along the Easement on foot, or 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.

Continuation of “Attestation”

Signed for and on behalf of)
Her Majesty the Queen by)
Kevin O’Conner)
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.

Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER GRANT OF EASEMENT IN GROSS

1. Access for Management Purposes

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
Dunedin

Auckland District Law Society
REF:4135

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

Appendix 9: Form of Easement to be Created

**TRANSFER GRANT OF
EASEMENT IN GROSS**

1. Public Access
2. Access for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

RELEASED UNDER THE OFFICIAL INFORMATION ACT
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.*

Public Access and Management Purposes Easement in Gross under section 7 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 as 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)

Witness name

Occupation

Address

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952
Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply

RELEASED UNDER THE OFFICIAL INFORMATION ACT

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 (*marked g-h on the designation plan*) being 6 metres wide which is marked "[]" 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, for purposes of clause 2.1, includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public; but for the purposes of clause 2.2 means the Transferee's tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation only.
 - 1.5 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

2. The Transferee has the right:
 - 2.1 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 non-motorised vehicle powered by a person or persons.
 - 2.2 To pass and re-pass at any time over and along the Easement on foot, or 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.

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.

OTACO-37213 Easement in Gross Templ.doc

OTACO-38910 - Cattle Flat (Ps 71) Public 4WD/management easement in gross g-h 1 November 2004

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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 Ninth Schedule of the Property Law Act 1952 are expressly negated.

Term

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

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 District 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.

Definitions

11. Clause 1.4 is deleted and replaced with the following clause:

“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; and any member of the public holding a current sports fishing licence.

Access

12. Clause 2.1 is deleted and replaced with the following clause:

The Transferee has the right in common with the Transferor to pass and re-pass over and along the Easement Area by four wheel drive motor vehicles only, between the Friday immediately before Labour Day and 30 April (inclusive) of each year, during the hours of daylight only, for the purpose of obtaining access to the Land.

13. Clause 2.2 is deleted and replaced with the following clause:

to (not being a member of the public) pass and re-pass at any time over and along the Easement on foot, or 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.

14. The Transferor is solely responsible for ensuring that the gate located at point *h* on the designation plan is unlocked for the entire period between the Friday immediately before Labour Day and 30 April (inclusive) of each year.

15. Firearms, dogs and camping are expressly prohibited on the Easement Area.

16. The Transferee (not being a member of the public) has the right:

- 16.1 To maintain the Easement Area to its existing 4 wheel drive standard.
- 16.2 To take machinery and implements onto and over the Easement Area for the purpose of track maintenance and construction.
- 16.3 To maintain and erect stiles.
- 16.4 To erect and maintain signs informing the public of:
 - a) the location of land managed by the Crown and available for public access and recreation; and
 - b) their rights and responsibilities in relation to the Easement Area.

17. Maintenance of the Easement Area to its 4WD standard shall be borne in the following shares:

Transferor	50%
Transferee (not being a member of the public)	50%

18. Any spending on maintenance shall be mutually agreed to by both the Transferor and Transferee (not being a member of the public) prior to the maintenance being undertaken.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

- 19. The Transferee may park vehicles on that part of the Servient land comprising an area extending 20 metres by 20 metres adjacent to, downstream and to the northeast of the point marked g on the designation plan.
- 20. The Transferor and Transferee (not being a member of the public) shall deal with management issues annually in October and also as and when required.

Administration of the easement

- 21. The parties agree that the right to administer this easement may be transferred or assigned in writing to the Southland Fish and Game Council for a period specified in any such transfer or assignment.
- 22. If this easement is not transferred or assigned to the Southland Fish and Game Council within 12 months of the date of it being registered, then the easement shall be deemed to be terminated.
- 23. If the Southland Fish and Game Council do not meet the costs of maintenance, as transferee, pursuant to clause 17 of this easement, then the easement will be terminated.
- 24. Southland Fish and Game Council retains the ability to request that DOC:
 - a) terminate the agreement if required; and
 - b) acknowledge that Southland Fish and Game Council will not incur any further costs in relation to the easement or its maintenance that are incurred after the easement has been terminated.

Continuation of "Attestation"

Signed for and on behalf of)
Her Majesty the Queen by)
Kevin O'Connor)
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.

Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Access for Management Purposes

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
Dunedin

Auckland District Law Society
REF:4135

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(except for "Law Firm Acting")

Appendix 10: Form of Covenant to be Created

Sustainable Management Covenant

**Commissioner of Crown Lands acting under
the Crown Pastoral Land Act 1998**

And

G. A. Young & Co. Limited

Date

© **Commissioner of Crown Lands, 2001.**

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to be copied or reproduced by any means without the
prior written consent of the Commissioner of Crown
Lands**

This Deed is made on

2004

between (1) **Commissioner of Crown Lands** (together with its successors and assigns "the Commissioner")
and (2) **G. A. Young & Co. Limited** ("the Grantor").

Introduction

- A. The Land has been reviewed under Part 3 of the Crown Pastoral Land Act 1998 ("the Act") and has been disposed of by the Commissioner to the Grantor in accordance with the Act.
- B. As part of that review, the Land was designated as suitable for such disposal subject to the creation of a Sustainable Management Covenant providing for the management of the Land, and the monitoring of activities undertaken on the Land and the effects of those activities on that Land, in favour of the Commissioner under section 97 of the Act.
- C. The parties have agreed to enter into a Sustainable Management Covenant on the terms and conditions set out in this deed in order to better achieve the goal of ensuring the sustainable management of the land.

Interpretation

In this deed:

- (a) "**the Act**" means the Crown Pastoral Land Act 1998;
- (b) "**Area**" means the Land;
- (c) "**deed**" means this deed, including all schedules and attachments, and includes any variation of this deed;
- (d) "**the Commissioner**" includes the Commissioner's authorised agent, where applicable;
- (e) "**the Land**" means the land more particularly described in the First Schedule;
- (f) "**the Plan**" means the Plan attached to the proposal put to the Grantor in accordance with the Act;
- (g) "**the Permitted Number**" means the maximum number of sheep and cattle referred to in clause 3 of the Second Schedule.

In this deed, unless the context otherwise requires:

- (a) where the Grantor comprises more than one person, the terms and conditions contained in this deed shall bind each such person jointly and severally;
- (b) reference to a person means an individual, a body corporate, an association of persons (whether corporate or not), a trust or a State or any agency of a State (in each case, whether having separate legal personality);
- (c) where the Grantor is a company, the terms and conditions contained in this deed shall bind a receiver, liquidator, statutory manager or statutory receiver. Where the Grantor is a natural person, the terms and conditions contained in this deed shall bind an Official Assignee. In either case, the terms and conditions contained in this deed shall bind a mortgagee in possession;
- (d) words importing a gender include all other genders;
- (e) words in the singular include the plural; and

- (f) a reference to any legislation extends to and includes any amendment to, or re-enactment of, that legislation.

The parties agree as follows:

Covenant

- 1.1 In accordance with section 97 of the Act, the Grantor covenants with the Commissioner, from the date of this deed and in perpetuity, to observe and perform the covenants given on the part of the Grantor set out in the Second Schedule.

Default

- 2.1 Subject to clause 5 of the Second Schedule, if more than the Permitted Number of the Grantor's cattle or sheep enters onto the Area, the Grantor must:
- (a) immediately notify the Commissioner, providing details of the type and numbers of cattle or sheep on the Area; and
 - (b) remove the cattle or sheep from the Area within five calendar days ("the stock removal date") of the earlier of:
 - (i) the date that the Grantor first became aware that the cattle or sheep had entered the Area; or,
 - (ii) the date specified in any notice that may be given to the Grantor by the Commissioner requiring the cattle or sheep to be removed.
- 2.2 In the event that the Grantor fails to remove the cattle or sheep from the Area within five calendar days of the stock removal date referred to in clause 2.1(b), the Commissioner may remove the cattle or sheep and will be entitled to recover from the Grantor, on demand and as a debt due by the Grantor to the Commissioner, all costs incurred by the Commissioner in removing the cattle or sheep from the Area.

Encumbrance and rent charge

- 3.1 To better secure the performance of the covenants contained in this deed by the Grantor and the payment of the annual rent charge set out below, the Grantor hereby encumbers the Land for the benefit of the Commissioner.
- 3.2 A rent charge of _____ shall be paid annually by the Grantor to the Commissioner in accordance with this clause.
- 3.3 Subject to clause 3.4 below:
- (a) the first rent charge payment shall be due on the date 12 months from the date of this deed ("the initial rent charge payment date"); and,
 - (b) each subsequent annual rent charge shall be payable on the annual anniversary of the initial rent charge payment date.
- 3.4 If, during the 12 months preceding any day upon which the annual rent charge is payable in accordance with clause 3.3, there has been no breach of any of the covenants contained in this deed, then the annual rent charge payable for that preceding 12 month period shall be waived and shall not be payable.
- 3.5 Due to the continuing nature of the covenants contained in this deed, any repayment of the rent charge shall not discharge this deed or release the Grantor from, nor constitute the satisfaction of, the Grantor's obligations under this deed during the subsistence of this deed.
- 3.6 The rights, powers and remedies of mortgagees under the Land Transfer Act 1952 and the Property Law Act 1952, shall, unless expressly excluded or varied, be deemed to apply for the benefit of the Commissioner

Notices

- 4.1 Each notice or other communication under this deed is to be in writing, and is to be sent to the other party by:
- (a) facsimile to the facsimile number;
 - (b) personal delivery; or,
 - (c) by post to the address;
- provided by the party receiving the notice from time to time, and is to be marked for the attention of the party receiving the notice.
- 4.2 No communication is to be effective until received. A communication will be deemed to be received by the addressee:
- (a) in the case of a facsimile:
 - (i) on the working day on which it is despatched; or,
 - (ii) if despatched after 5.00 p.m. on a working day, or, if despatched on a non-working day, on the next working day after the date of dispatch;
 - (b) in the case of personal delivery (including, but not limited to, courier by a duly authorised agent of the person sending the communication), when delivered; and
 - (c) in the case of a letter, on the fifth working day after mailing provided that the sender provides the addressee with confirmation of mailing by telephone or facsimile.

General

- 5.1 This deed is a sustainable management covenant under section 97 of the Act. The covenant runs with the Land and is an interest in land for the purposes of the Land Transfer Act 1952.
- 5.2 The Grantor acknowledges that the Commissioner will apply, under section 97(3) of the Act, to the Registrar-General of Land for registration of this deed. This deed will bind the registered proprietor, for the time being, of the Land and any successor in title, transferee or lessee of the registered proprietor.
- 5.3 A person will not be liable as the Grantor under this deed for any breach of the provisions of this deed which occurs after that person has disposed of their legal and equitable interest in the Land.

Dispute Resolution

- 6.1 If any dispute or difference arises between the Grantor and the Commissioner in any way arising out of, or in connection with, this deed, the following shall apply:
- (a) the parties shall enter into negotiations in good faith to resolve the dispute;
 - (b) if the dispute is not resolved within one calendar month from the date on which the parties begin their negotiations, submit the dispute to the arbitration of a single arbitrator appointed jointly by the parties;
 - (c) if the parties cannot agree on that appointment within 10 working days, then the arbitration shall be carried out by an independent arbitrator appointed by the President of the Wellington District Law Society; and
 - (d) such arbitration shall be determined in accordance with the Arbitration Act 1996.

Severance

- 7.1 If any part of this deed is or becomes legally ineffective, invalid, or unenforceable, the effectiveness, validity, or enforceability of the remainder is not affected.

Assignment

8.1 The Commissioner may at any time assign or transfer the Commissioner's interest under this deed to a regional or district council as set out in section 97(4) of the Act.

Execution

Executed as a deed

SIGNED by the **Commissioner of Crown Lands** in the presence of :)
)
)

Witness Signature

Witness Name

Occupation

Address

SIGNED by GA Young and Co Limited [] in the)
)

presence of :)
)
)
)
)

Witness Signature

Witness Name

Occupation

Address

First Schedule

All that parcel of land containing 2120 ha more or less being Section 1 Survey Office Plan 11854 as shown highlighted in yellow on the Plan.

Second Schedule

Farming/Stocking Limitations

1. The Grantor shall exercise due care in stocking the Area and shall at all times graze the Area diligently and in a manner according to the rules of good husbandry and the Grantor shall not in any way commit waste.
2. The Grantor shall use reasonable endeavours through mustering, salt blocks or other management techniques to prevent cattle accumulating on the Area.
3. The Grantor shall permit or allow a maximum of 300 sheep onto the Area at any one time.
4. The Grantor shall permit or allow a maximum of 150 cattle onto the Area (provided such cattle are on the Area for no longer than four months each year and only between the months of June and September).
5. Notwithstanding clause 3 and 4 the Grantor may, with the prior written consent of the Commissioner (the Commissioner having regard to the programme of soil and vegetation monitoring to be undertaken pursuant to clause 14 in granting such consent), carry such additional numbers of stock on the Land on such terms and conditions as may be specified in the Commissioner's consent, and subject to the Commissioner's right to revoke or vary such consent at any time.
6. Notwithstanding clauses 3, 4 and 5 the Commissioner may, having regard the programme of soil and vegetation monitoring to be undertaken pursuant to clause 14, by notice in writing reduce the number of stock allowed on the Land on such terms and conditions as may be specified in the Commissioner's Notice and subject to the Commissioner's right to revoke or vary such notice at any time.
7. The Grantor shall at all times graze the Land in a manner to promote soil conservation and prevent erosion and shall at all times comply with the Soil Conservation and Rivers Control Act 1941.

Weed/Pest Control

8. The Grantor shall cut and trim all live hedges or fences on the Land.
9. The Grantor shall implement the management plan agreed with the Commissioner for the control of rabbits and other vermin and all noxious weeds and wilding conifers on the land and shall comply strictly with the provisions of the Biosecurity Act 1993.
10. Pursuant to the provisions of the Wild Animal Control Act 1977, warranted officers and employees of the Department of Conservation or other authorised persons shall at all times have a right to enter upon the Land for the purposes of:
 - (a) determining whether the Land or any adjoining land is infested with deer, wild goats, wild pigs, opossums or other animals which the Department is charged with the duty of exterminating or controlling; and,
 - (b) destroying any such animals;

provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Grantor's stock.

Other controls

11. The Grantor shall not burn or permit to be burned any tussock/ scrub or grass on the Land without the prior consent of the Commissioner.
12. The Grantor shall not use or remove soil/gravel/sand on or from the Land or otherwise injure the surface of the Land.

13. The Grantor shall not divert or alter the channel or course of any river or stream.

Monitoring and Access or Agreement as to Soil and Vegetation Monitoring

14. The Grantor and the Commissioner shall jointly undertake a programme of vegetation monitoring to manage the vegetation within the Land so as to maintain or enhance the existing cover. To meet this goal grazing levels and management will be adjusted, should this be necessary, following:
- (i) collation of vegetation information and trend information from the vegetation monitoring programme and field observations of the Commissioner and Grantor; and
 - (ii) periodic field inspections by the Commissioner and Grantor or agent plus annual liaison between the Commissioner and Grantor to discuss management issues.

Except as otherwise stated below, the cost of the vegetation monitoring programme, field observations and annual discussions with the Grantor by the Commissioner or agent is to be met by the Commissioner.

The monitoring programme is to be undertaken as follows:

- (a) Six photo points are to be established by the Commissioner or agent to establish a baseline.
 - (b) Six transects are to be established by the Commissioner or agent to establish a baseline and these are to be reassessed three yearly by the Grantor or agent, the cost of which shall be met by the Grantor.
 - (c) The Grantor shall provide photos of the six photo points on an annual basis to the Commissioner or agent, the cost of which shall be met by the Grantor
15. The Commissioner shall review the results of such programme of soil and vegetation monitoring at the end of every third year for the purposes of determining whether stock limitations affecting the Land ought to be varied.
16. If, in his sole discretion, the Commissioner determines that the soil and vegetation monitoring discloses that there has been general deterioration in the soil/vegetation on the Land due to the grazing of the Land, the Commissioner may require that this deed be varied from time to time in respect of (without limitation):
- (a) restricting the numbers, ages or types of stock permitted to graze on the Land; and
 - (b) restricting the periods of time or times of the year during which stock may be permitted to graze on the Land.
17. The Grantor must, at the Grantor's cost, sign all documents and do all things necessary to register any variation of this deed in accordance with clause 5.2.

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 Paul Alexander Jackson
acting pursuant to a delegated
authority in the presence of:

Witness

Occupation

Address

SIGNED for and on behalf of GA Young and Co Limited by two of its directors:

[name of director]

[name of 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
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[name of director]