

## **Crown Pastoral Land Tenure Review**

**Lease name : CHETWYND**

**Lease number : PT 099**

## **Substantive Proposal Part 2**

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

**June**

**14**

## **Schedule Two: Provisions relating to the Schedule Two Land**

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### **1 Details of designation**

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- 1.1 Under this Proposal the land shown edged in pink on the Plan and marked as "CA1", being 621.5 hectares (approximately) is designated as land to be restored to or retained in Crown control as conservation area subject to the granting of an easement concession as set out in Appendix 4.

### **2 Information Concerning Proposed Concession**

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2.1 Easement concession ("j-k" and "h-i")

2.1.1 Description of the proposed activity:

Easement Concession for the adjoining landholder along two existing access routes, one for farm management purposes and stock access and another over a route for the installation, maintenance and repair of a water supply pipeline.

2.1.2 Description of area where proposed activity is to be carried out and proposed status:

Two easement areas are required as marked on the plan attached to the proposal.

One easement area is located over an existing farm track for approximately 500m over the proposed conservation area on the lower slopes above Tramway Stream and links the covenant area on the southern slopes above Tramway Stream with the proposed freehold land. The easement is for farm management purposes and stock access along a traditionally used access track on this part of the property.

The second easement area is located along the southern upper branch of Coal Stream and extends approximately 500m into the proposed conservation area to provide for the installation of a water supply pipeline.

2.1.3 Description of potential affects of proposed activity and any actions proposed to avoid, mitigate or remedy any adverse affect:

The easement concession route for farm management and stock access purposes is over an existing access track which has traditionally been used in the management of the property. It is the most practical access route across this area of the property. Access will be confined to the existing access track where these activities have always taken place so affects will generally be limited and confined to the width of the easement area.

The easement concession for the water supply pipeline will require initial establishment disturbance but will then be limited to repairs and maintenance.

Any effects will be mitigated by the terms of the concession including restrictions on earth disturbance, depositing of materials, lighting of fires and disturbance of waterways.

2.1.4 Details of the proposed type of concession:

An easement concession under S. 17Q (1) Conservation Act 1987.

2.1.5 Proposed duration of concession and reason for proposed duration.

Proposed duration: In perpetuity for the farm management and stock access easement area; and for a total term of 60 years for the water supply easement area.

The easement concession areas are essential to the running of the farming operation to enable the continuation of convenient access to areas of land either suitable for freeholding that has had the traditional access route encompassed into the proposed Conservation Area, or has been proposed as suitable for a conservation covenant and requires access across the proposed Conservation Area. The period of the concession is in perpetuity but has termination clauses based on the ownership of the adjoining land parcels. The easement area required for the water supply pipeline is essential for providing water for the farming operation and will provide the assurance of a continual water supply for a 60 year period.

2.1.6 Relevant information:

The lessees of Chetwynd Pastoral Lease have entered into this review voluntarily. The proposed easement concession routes are essential for ongoing management of the farm and the effects on the area which the easement route is to cross will be limited.

### **Schedule Three: Provisions relating to the Schedule Three Land**

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#### **1 Details of designation**

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1.1 Under this Proposal the land shown marked in green on the Plan, being **169.6604** hectares (approximately) is designated as land to be disposed of by freehold disposal to the Holder subject to:

- (a) Part IVA of the Conservation Act 1987;
- (b) Section 11 of the Crown Minerals Act 1991;
- (c) the easement marked on the Plan with an orange line and labelled a-b, d-e, k-m, and marked with a red line and labelled b-c-d and c-j and substantially as set out in Appendix 5;
- (d) the covenant shaded yellow and labelled CC on the Plan, and substantially set out in Appendix 6.

**Schedule Four: Conditions**

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Nil.

**Appendix 1: Consents – Example of Mortgagee Consent**

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[ ] as Mortgagee under Mortgage [ ] ("the Mortgage"), hereby:

- (a) consents to acceptance of the Proposal dated [ ] ("the Proposal") by [the Holder] ("the Holder") pursuant to the Crown Pastoral Land Act 1998 and agrees and consents to the registration of the documents affecting the Freehold Land referenced in the Proposal prior to the registration of any new mortgage to be granted in its favour over the Freehold Land ; and
- (b) agrees to sign and execute all deeds, agreements, schedules and other documents and do all acts and things as may be reasonably required by the Holder or the Commissioner to register a discharge of the Mortgage and any new mortgage over the Freehold Land.

Dated:

**SIGNED** by [ ] ) \_\_\_\_\_  
in the presence of: [ ] )

Witness Signature: \_\_\_\_\_

Witness Name:  
Occupation:  
Address:

**Appendix 1: Consents (continued) - Example of "Other" Consent**

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[ ], being the party entitled to the benefit of [ ] registered against Lease [ ], hereby consents to the acceptance of the Proposal dated [ ] by [the Holder] pursuant to the Crown Pastoral Land Act 1998.

Dated:

**SIGNED** for and on behalf of )  
[ ] )  
in the presence of: )

\_\_\_\_\_

Witness Signature:

\_\_\_\_\_

Witness Name:  
Occupation:  
Address:

## Appendix 2: Example of Solicitors Certificate

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### Certifications

I [ ] hereby certify as follows:

1. [[insert name of Holder] ("the Holder") is a duly incorporated company under the Companies Act 1993. The Holder's entry into and performance of its obligations under the Proposal dated [ ] ("the Proposal") have been duly authorised by the directors and, if required, by the shareholders of the Holder. The Holder has executed the Proposal in accordance with its constitution.] **OR**

The entry into the Proposal dated [ ] ("the Proposal") by [insert name of Holder] ("the Holder") and performance of the Holder's obligations under the Proposal have been duly authorised by the trustees of the [insert name of trust] in accordance with its trust deed **OR**

[[insert name of Holder] ("the Holder") has delegated responsibility for signing the Proposal on its behalf to an attorney in accordance with its constitution. The attorney of the Holder has properly executed the Proposal in accordance with this power of attorney and in accordance with the Holder's constitution and a certificate of non-revocation is enclosed.]

2. The consent of each person that has an interest (registered or unregistered) in the Land (as that term is defined in the Proposal), to the Holder's acceptance of the Proposal has been obtained and included in the copy of the Proposal, signed by the Holder, that has been provided to the Commissioner.
3. [No consent, licence, approval or authorisation by any court, regulatory authority or governmental agency is required to enable the Holder to accept the Proposal, perform the Holder's obligations under the Proposal and to acquire the freehold interest in the Land (as defined in the Proposal).] **OR**

[All necessary consents, licences, approvals and authorisations required to enable the Holder to accept the Proposal, perform its obligations under it and to acquire the freehold interest in the Land (as defined in the Proposal) have been obtained. Evidence of the consents, licences, approvals and authorisations are attached to this letter.]

Yours faithfully

[signed by principal of law firm]



### Appendix 3: Fencing and Construction Requirements

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#### New fencelines – 7 wire sheep/cattle fence: R-W-V

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**Length and location:** R-W-V 2300m (approximately)

**Type:** Fence to be a standard 7 wire sheep/cattle fence

#### Specifications

- Fence to be constructed of five 3.15mm (No. 9) wires with a bottom 4mm (No 8) wire located on the line shown on the plan, subject to further consultation.
- One x 2.5mm Heavy duty 150mm 2 strand barbed top wire securely laced on with 3.55mm wire.
- 3.6 heavy duty steel gates on track crossings, at easement points 'e' and 'j' on the designations plan.
- 2.1m x 175mm treated timber strainers with 2.4m x 125mm treated timber stays to be used for gateways and ends of strains.
- 1.8 metre x 125mm treated timber posts at 21m intervals.
- Y posts 1.5m long (with 1.35m acceptable on high points in extremely rocky sections where drilling is required), minimum weight 1.94kg/m at max spacing of 3m.
- 1.65m T irons tied back for intermediate corners may be used.
- All strainer angle posts to be tied down or footed.
- Tie downs and tie backs 4.00mm wire with tie backs having at least 2 anchor points.
- Netting flood gate where fenceline crosses east flowing creek at approx. 820metres altitude. Should be left free to swing independent of fence.
- Tie backs permitted on both sides of fence.
- All wires securely and neatly tied off and strained evenly.
- Bottom wire kept 100-150mm clear of ground and vegetation.
- Line cleared manually where required.
- 50 x 4mm barbed staples driven well in but allow wire to run through.
- Strains not to exceed 250m
- Permanent strainers used on all strains.
- 1.0m personnel gate at easement point 'd' to enable public to pass from CA1 onto easement 'e-d' on freehold, and point W to enable public to travel up inside CA1 boundary and cross wing fence section W-V.
- All gates to be swung to open fully and close firmly against opposite strainer post and secured with wrap around chain.
- Fence ending at V to be stock proof (netting with barb on top to bluff-off).
- Additional posts @ 12m intervals along snow prone section extending from near floodgate for approx. 200 metres along fenceline to north-east across slope towards access track easement 'e-d'.
- Upper levels of fence very steep & rocky between R and gateway at 'e'
- No earthworks necessary.
- Bluff-off beyond fence end at R to be made stock proof.
- Helicopter required to lay some sections of the upper hill section above 800 metres altitude, through to R.

#### New fenceline – Reconstruction of 2 wire cattle fence to make 3 wire cattle fence: W-X

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**Length and location:** W-X 1200m (approximately)

**Type:** Fence to be a three wire cattle fence

#### Specifications

- Materials on existing 2 wire fence can be reused.
- Some re-alignment of fence required.

- Constructed of 2 x 2.5mm HT wires midway on Y posts with 1 x 2.5mm 2 strand 150mm barb top wire.
- Barb firmly laced on top with 3.15mm wire.
- 1.65m Y posts at 6m max spacings 1.94kg/m min weight.
- Wires strained with permanent strainers
- 2.1 x 175mm treated timber strainers.
- 2.4 x 125mm treated timber stays
- 1.8m x 125mm treated timber posts at 42m max spacings (every 6 Y posts)
- All tie backs and tie downs 4.00mm wire
- Min 2 anchor points for tie backs.
- 3.6m heavy duty gate swung at 'X' on the W-X fenceline.
- All strainers to be tied down or footed
- Tie backs permitted on both sides of fence.
- All wires securely and neatly tied off and strained evenly
- Line to be cleared manually where necessary
- 50 x 4 mm barbed staples drive well in but to allow wire to run through

**Deer Fence: A Standard Deer Fence****P-Q****Length and location:** P-Q 1000m (approximately)**Type:** Fence to be a standard deer fence

The Commissioner will pay the cost equivalent to the erection of a conventional seven wire fence only and the Holder will pay an agreed value (the additional costs) associated with the erection of a deer fence along the line indicated.

To establish the additional costs the Commissioner will call for tenders for erection of:

- (1) a conventional seven wire fence;
- (2) a sheep netting fence.

The method for determining the additional costs is set out in the Notice.

**Specifications**

- 2.7m x 125mm treated timber posts and stays (full round)
- 3.0m x 175mm treated timber strainers
- 13 wire x 300mm stay x 1900mm deer netting
- Max post spacing 5m
- Bottom of netting as close as possible to ground but remain clear (max clearance 75mm)
- Tie backs permitted both sides. Min 2 anchor points
- All strainers and angles to be footed or tied down
- 4.00mm wire for all tie downs and tie backs
- No mechanical earthworks or benching. Hand tools only if necessary
- 50mm x 4mm barbed staples driven well in but to allow wires to run through
- Steel 'staple-lock' type posts can be used in lieu of wooden intermediate posts in sections of rocky ground where rock drilling of holes is necessary. Max spacing for steel posts is 3m.
- 4.2m heavy duty deer gates swung to open fully and closed firmly against opposite strainers secured closed with wrap around chain. One gate approx 50m along new fence from P in saddle. The other between Q and existing deer fence.
- Fence may be erected up to 5m either side of pegged line to obtain a more suitable line due to ground conditions.
- Use of helicopter may be necessary to lay gear on line due to limited vehicle access.
- All strainers, angle posts and dip posts to be driven or dug in and rammed and footed with acceptable footing material. No. 8 or 9 wire to be used on foots. All dips and hollows to be tied down using 1.5 metre waratahs driven in so far as possible.

### **Specifications for earthworks and vegetation clearance**

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Lines must be cleared manually as required. For the avoidance of doubt there is to be no line clearance other than by hand. If in the course of fencing work it is considered that a specific section of line should be cleared using machinery, then a separate consent from LINZ will be required prior to any work being undertaken. Such consent is to be sought by LINZ's implementation contractor and approval will require an undertaking of:

- Minimal vegetation disturbance
- Not to cause slope instability
- Not to cause erosion or siltation

Should any earthworks be considered then consent from ECAN must be obtained under the Resource Management Act 1991.

**Appendix 4: Form of Easement Concession to be Created**

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In Gross Easement: Public Access and Management Access – Version 6

DOCDM-1126082 – Chetwynd Easement in Gross – January 2013.

## **TRANSFER GRANT OF EASEMENT IN GROSS**

1. Public Access
2. Management Access

**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**

Canterbury

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

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**Grantor Surnames must be underlined**

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

**Grantee 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     Signature, or common seal of Grantor	Signed in my presence by the Grantor Signature of Witness  _____ (continued on page 4 of Annexure Schedule) <b>Witness to complete in BLOCK letters</b> (unless typewritten or legibly stamped)  Witness name Occupation Address
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Certified correct for the purposes of the Land Transfer Act 1952

**Solicitor for the Grantee**

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 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 the land managed by the Grantee; and/or
    - the ecological sustainable management of the land managed by the Grantee.
  - 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.

**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 the Easement Area "a-b", "d-e" and "k-m" 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 Area "a-b", "b-c-d", "c-j", "d-e" and "k-m" 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, for Management Purposes.
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.

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.

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

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

Dated

Page

of

Pages

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 created by this transfer is to be in perpetuity.

Temporary Suspension

6. The Grantee 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

- 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 of the New Zealand Law Society in which the Servient land is situated.
- 7.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

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; or
  - (c) be sent by facsimile to the receiving party; or
  - (d) 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) or 8.1(d) applies the notice will be deemed to have been received on the day on which it is dispatched if that day is a working day or, if dispatched after 5.00pm or not on a working day, on the next working day after the date of dispatch.

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.



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

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

Dated

Page

of

Pages

**Special Easement Terms**

- 9. The standard easement terms contained above must be read subject to any special easement terms set out below.
- 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.
- 11. Where the Grantor erects fences across the Easement Area the Grantor must install gates no less than 1 metre in width and keep gates unlocked at all times unless otherwise agreed with the Grantee.

**Continuation of "Attestation"**

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

\_\_\_\_\_  
Witness (Signature)

Name \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

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

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.

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

## TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access to Conservation Areas
2. Management Access

**Land Transfer Act 1952**

Law Firm Acting

Conservancy Solicitor  
Department of Conservation  
133 Victoria Street  
Christchurch

Auckland District Law Society  
REF:4135

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

**Appendix 5: Form of Easement to be Created**

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**Appendix 5: Form of Easement to be Created**

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Concession number: \_\_\_\_\_

DATED \_\_\_\_\_

Between

MINISTER OF CONSERVATION  
("the Grantor")

and

IAN GEOFFREY CALLAGHAN and SONIA FRANCES CALLAGHAN  
("the Concessionaire")

EASEMENT CONCESSION  
UNDER CROWN PASTORAL LAND ACT 1998



Department of Conservation  
*Te Papa Atawhai*

THIS DOCUMENT is made this            day of            200

**PARTIES:**

1.     **MINISTER OF CONSERVATION**, ("the Grantor")
2.     **IAN G CALLAGHAN and SONIA F CALLAGHAN**, ("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.

- 2 -

“**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.

**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