

# **Crown Pastoral Land Tenure Review**

**Lease name: LAKE HAWEA**

**Lease number: PO 286**

## **Substantive Proposal - Part 1**

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

**August 09**

**PROPOSAL FOR REVIEW OF CROWN LAND**  
**Under Part 2 of the Crown Pastoral Land Act 1998**

Date: 5<sup>th</sup> March 2009

**Parties**

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**Holder:** Lake Hawea Station Limited  
Offices of Ibbotson Cooney Limited  
69 Tarbert St  
Alexandra



**Commissioner of Crown Lands:**

DTZ New Zealand Limited  
PO Box 27  
Alexandra

**The Land**

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**Lease:** Lake Hawea

**Legal Description:** Part Run 236, Part Run 236A and Sections 1, 2, 3, 4 SO 381650

**Area:** 11,328.4216 hectares more or less.

**Certificate of Title/Unique Identifier:** OTA2/1254

**Summary of Designations**

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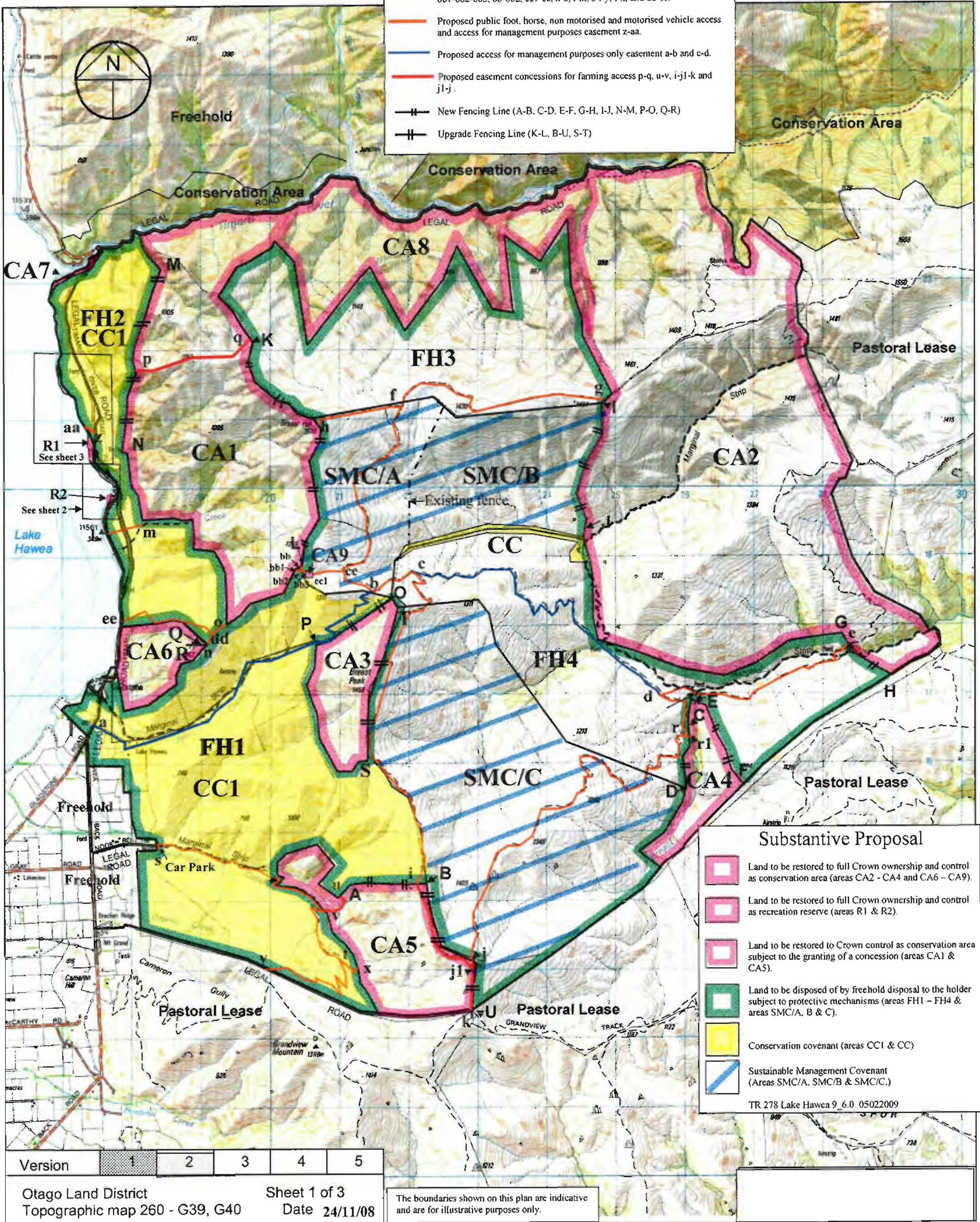
Under this Proposal, the Land is designated as follows:

- (a) The Crown Land (shown edged in pink on the Plan) is to be restored to, or retained by, the Crown as set out in Schedules One and Two; and
- (b) The Freehold Land (shown edged in green on the Plan) is to be disposed by freehold disposal to the Holder as set out in Schedule Three.

1 The Plan

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# Lake Hawea

Scale 1:50000

0 500 1000 1500 2000 2500 3000 3500 4000 4500 5000

This plan accurately portrays the Lake Hawea pastoral lease boundaries in accordance with the certified land status check of 24/11/2008  
 Murray Bradley, Crown accredited supplier.





**Substantive Proposal**

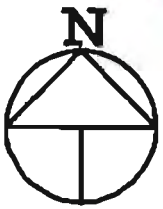


Land to be restored to full Crown ownership and control as recreation reserve (shown R1 & R2).



Land to be disposed of by freehold disposal to the holder subject to protective easements and covenant shown on sheet 1 of 3.

TR278 Lake Hawea 9\_6 05022009



R1

Redefined  
lake

take

line

on

doc

doc

Pt Sec 1, Blk XV  
Lower Hawea SD

(Not required for Government work - C.L. Gaz 1964 p 96 GN 268447)

Pt Run 236

(C.L. - surrender 250549)

Pt Run 236

OT 2A/1254

Sec 3  
SO 24092

OT 15C/494  
(private freehold)

Sec 2  
SO 24092

OT 15C/493  
(private freehold)

Sec 1  
SO 24092  
OT 15C/492  
(private freehold)

Sec 1  
SO 24526

(subject to Lake Hawea operating easement)

ROAD

CREEK

Pt Sec 1  
Blk XV  
Lower  
Hawea SD

(Not required for Government work - C.L. Gaz 1964 p 96 GN 268447)

SO 24526

on

TIMARU

Pt Run 236

(C.L. - surrender 250549)

R2

lake

Redefined

line

on

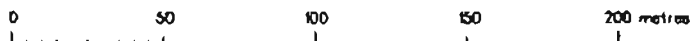
boundary of  
document 250549

Sec 4  
SO 380250

(added to lease 02/05/2007)

**Lake Hawea**

Scale 1:2500



Substantive Proposal



Land to be restored to full Crown ownership and control as recreation reserve (shown R1).

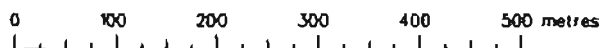
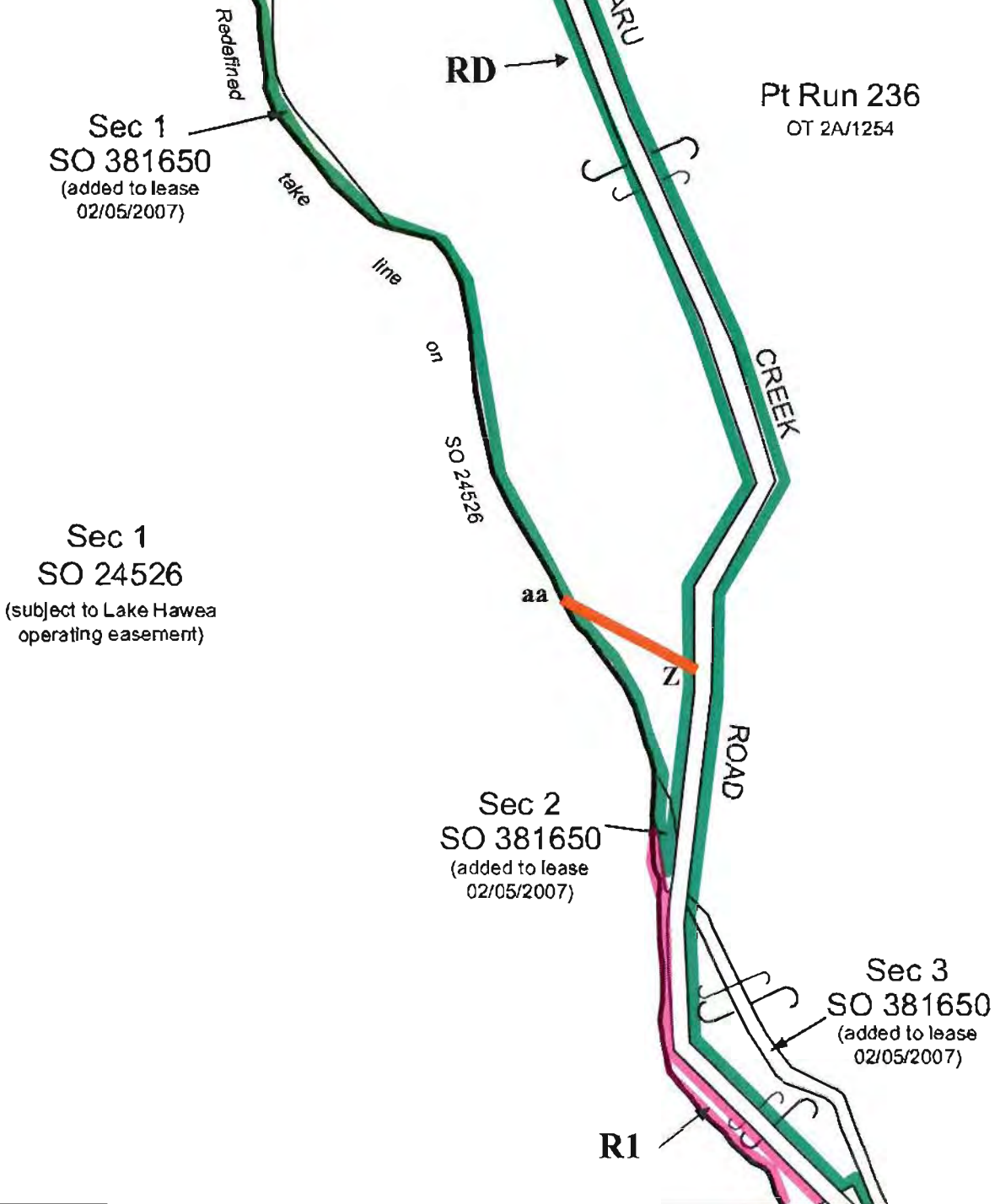


Land to be disposed of by freehold disposal to the holder subject to easements and covenant shown on sheet 1 of 3.



Proposed public foot, horse, non motorised and motorised vehicle access and access for management purposes easement z-aa.

TR278 Lake Hawea 9\_6 05022009



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**2 Conditions**

- 2.1 This Proposal, and any agreement arising, is subject to the conditions contained in Schedule Four (if any).

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**3 Settlement**

- 3.1 Unless otherwise agreed by the parties, the Settlement Date for the disposal of the Freehold Land to the Holder by freehold disposal will be the day that is TEN (10) working days following the day on which Land Information New Zealand notifies the Commissioner that the Final Plan and a copy of this Proposal are registered in accordance with the Act.

- 3.2 The Freehold Land will be disposed of to the Holder under the Land Act 1948.

- 3.3 Notwithstanding anything to the contrary, if, as at the Settlement Date (as determined pursuant to clause 3.1), the rent payable under the Lease is subject to a Rent Review, then the Commissioner may elect to:

(a) settle on the Settlement Date on the basis that the Commissioner may retain from the Commissioner's Payment an amount which the Commissioner, acting reasonably, estimates will be payable by the Holder to the Commissioner following agreement or determination of the Rent Review ("the Retention"). The Retention shall be held by the Crown Law Office in an on-call, interest-bearing trust account in the joint names of the parties for their respective rights and interests. Upon agreement or determination of the Rent Review, the Commissioner shall calculate the rent shortfall payable by the Holder to the Commissioner in respect of the period from the effective date of the Rent Review to the Settlement Date, both dates inclusive ("the Shortfall").

If:

(i) the Shortfall is less than the Retention and the net interest earned thereon, the balance shall be paid by the Commissioner to the Holder within TEN (10) working days; or

(ii) the Shortfall is more than the Retention and the net interest earned thereon, the balance shall be paid by the Holder to the Commissioner within TEN (10) working days.

or

(b) defer the Settlement Date until TEN (10) working days after the rent payable as a consequence of the Rent Review:

(a) has been agreed or determined; and

(b) is not and will not be subject to any appeal, rehearing or other proceedings.

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**4 Holder's Payment**

- 4.1 By 3.00 p.m. on the Settlement Date, the Holder must pay the Holder's Payment and all other money payable to the Commissioner or the duly appointed agent of the Commissioner by bank cheque without set-off or deduction of any kind in accordance with the settlement requirements of the Commissioner.

- 4.2 If the Holder fails to pay the Holder's Payment or any part of it or any other money to the Commissioner or to the duly appointed agent of the Commissioner on the Settlement Date clause 19 will apply.

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**5 Commissioner's Payment**

- 5.1 The Commissioner shall pay the Commissioner's Payment to the Holder on the Settlement Date.

- 5.2 No interest shall be payable to the Holder by the Commissioner in respect of the Commissioner's Payment, including (without limitation) for the period from the Vesting Date to the Settlement Date.

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**6 Vesting of Crown Land**

- 6.1 The Crown Land will vest in the Crown on the Vesting Date.

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**7 Issue of Certificate of Title**

- 7.1 Notwithstanding any other provision in this Proposal, the Commissioner will not request that the Surveyor-General issue a certificate to the Registrar pursuant to section 116 of the Land Act 1948 (to enable a certificate of title to issue for the Freehold Land) unless and until:
- (a) the Commissioner has received the Holder's Payment from the Holder under clause 4, and all other money payable by the Holder under this Proposal and the Notice;
  - (b) the Holder has provided to the Commissioner duplicate copies of the certificate of title relating to the Lease (if any) and/or the Lease if requested by the Commissioner;
  - (c) the Holder has signed and returned to the Commissioner all documents required by the Commissioner to be signed by the Holder to give effect to this Proposal (including, without limitation, any permit, covenant, easement and/or any other document); and
  - (d) the Holder has procured a registrable discharge of any Mortgage and provided this to the Commissioner together with any new mortgage documents to be registered against the Freehold Land.

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**8 Registration of Documents**

- 8.1 Subject to clause 7, the Commissioner will lodge all documents necessary to give effect to this Proposal (including, without limitation any easement, covenant, discharge of mortgage, and/or duplicate copy of the Lease) and any new mortgage documents to be registered against the certificate of title to be issued for the Freehold Land so that the certificate of title for the Freehold Land will issue subject to the encumbrances provided in this Proposal. Any new mortgage will be registered after any other encumbrances such as any easements and/or covenants are registered.

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**9 Consents**

- 9.1 The Holder must obtain the written consent to the Holder's acceptance of this Proposal from all persons having an interest in the Land (other than the Holder), including, but not limited to:
- (a) any Mortgagee(s);
  - (b) any party entitled to the benefit of a land improvement agreement registered against the Lease and/or the Land; and
  - (c) any other person that the Commissioner reasonably believes has an interest in the Land or who the Holder reasonably believes has an interest in the Land, whether registered or not.
- 9.2 The consents required under clause 9.1 must be in a form acceptable to the Commissioner in all respects and be returned to the Commissioner with this Proposal on its acceptance by the Holder. Examples of the form of consents required under clause 9.1 are set out in Appendix 1.
- 9.3 The Holder must also obtain, and provide to the Commissioner if requested, all consents necessary for the Holder to accept this Proposal including (without limitation) any:
- (a) corporate and/or trustee consents; and
  - (b) consent required under the Overseas Investment Act 2005 and the Overseas Investment Regulations 2005.
- 9.4 The Holder will procure the Mortgagee to execute a registrable discharge of the Mortgage and, if required by the Mortgagee, the Holder will execute registrable new mortgage documents and forward these to the Commissioner to be registered as set out in clause 8.



the Holder hereby indemnifies and will indemnify the Commissioner against all losses, damages and expenses incurred by the Commissioner and against all claims made against the Commissioner in respect of any work or costs for which the Holder is liable under this clause 15:

- (d) nothing in this Proposal is affected by, and the Commissioner has no liability of any nature in respect of, the existence or terms of any leases, licences or other occupation rights of any nature (if any) granted by the Holder in respect of the Land; and
- (e) the Holder has no claim (and will not have any claim) whatsoever against the Crown and/or Commissioner in relation to the Tenure Review and/or this Proposal, including (without limitation) any claim for any misrepresentation or for any loss or damage suffered whether in contract, tort (including negligence) or otherwise.

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**16 No Representations or Warranties by the Commissioner**

- 16.1 The Commissioner gives no representations or warranties of any nature in respect of the Freehold Land. Without limitation, the Commissioner does not warrant:
- (a) the accuracy of any matter in the Notice or this Proposal or in any notice, or any correspondence or other information provided to the Holder by the Commissioner or by any agent, contractor or employee of the Commissioner; or
  - (b) that the Freehold Land is or will remain suitable for the Holder's use; or
  - (c) that the Freehold Land complies with all or any statutory, territorial authority or any other legal requirements affecting or relevant to the Freehold Land.

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**17 Acceptance**

- 17.1 The Holder's acceptance of this Proposal is irrevocable and constitutes a binding agreement between the Commissioner and the Holder.
- 17.2 If the Commissioner does not receive an acceptance to this Proposal from the Holder within three (3) months of putting it (in its substantive form) to the Holder, the Holder is deemed to have rejected this Proposal.

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**18 Solicitors Certificate**

- 18.1 The Holder must procure the Holder's solicitors to provide the Commissioner with a solicitor's certificate (in a form satisfactory to the Commissioner, in its reasonable opinion) relating to such matters as the Holder's execution of this Proposal and the Holder's execution of any documents required to give effect to this Proposal (including, without limitation any easement, protective mechanism and/or concession). An example of the form of solicitors certificate required is set out at Appendix 2.
- 18.2 The Holder must return the completed solicitor's certificate to the Commissioner with this Proposal on its acceptance by the Holder.

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**19 Default**

- 19.1 If from any cause whatever (except the default of the Commissioner) all or any part of the Holder's Payment or any other money payable by the Holder to the Commissioner is not paid on the due date the Holder will pay to the Commissioner interest at the Default Rate on the part of the Holder's Payment or any other money payable by the Holder to the Commissioner so unpaid from the due date until the date of actual payment in full.
- 19.2 The Commissioner's rights under this clause 19 are without prejudice to any other rights or remedies available to the Commissioner at law or in equity.

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**20 Goods and Services Tax**

- 20.1 The Commissioner and the Holder warrant to each other that they are registered for GST purposes.

- 20.2 On the 10<sup>th</sup> working day following the Unconditional Date, the Commissioner will provide to the Holder a GST invoice in respect of the supply evidenced by the Holder's Consideration. The invoice will specify the Commissioner's GST Date.
- 20.3 The Holder will pay GST on the Holder's Consideration to the Commissioner by bank cheque on the Commissioner's GST Date, time being of the essence.
- 20.4 On the 10<sup>th</sup> working day following the Unconditional Date, the Holder will provide to the Commissioner a GST invoice in respect of the supply evidenced by the Commissioner's Consideration.
- 20.5 The Commissioner will pay GST on the Commissioner's Consideration to the Holder on the Commissioner's GST Date, time being of the essence.
- 20.6 Where any GST is not paid to the Commissioner or to the Holder (as the case may be) in accordance with this clause 20, the Holder will pay to the Commissioner, or the Commissioner will pay to the Holder (as the case may be), upon demand and together with the unpaid GST:
- (a) interest, at the Default Rate, on the amount of the unpaid GST and which will accrue from the Commissioner's GST Date until the date of payment of the unpaid GST; and
  - (b) any Default GST.

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**21 Lowest price**

- 21.1 The Holder's Consideration does not include any capitalised interest and the parties agree that the "lowest price" for the purposes of valuing the Freehold Land under section EW 32(3) of the Income Tax Act 2004 is equal to the Holder's Consideration.
- 21.2 The Commissioner's Consideration does not include any capitalised interest and the parties agree that the "lowest price" for the purposes of valuing the Crown Land under section EW 32(3) of the Income Tax Act 2004 is equal to the Commissioner's Consideration.

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**22 Costs**

- 22.1 The Commissioner will meet the costs of the survey (if any) of the Land, including all designation areas, the Final Plan and for a certificate of title to issue for the Freehold Land.
- 22.2 The Holder is responsible for all costs the Holder incurs in respect of and incidental to the Tenure Review. In particular, but without limitation, the Holder shall bear all its costs in relation to the review of all documentation forming part of the Tenure Review (including this Proposal), and all professional advice provided to or sought by the Holder.

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**23 No nomination or assignment**

- 23.1 The Holder is not entitled to, and is expressly prohibited from, nominating another person to perform the Holder's obligations under this Proposal or assigning to another person the Holder's interest (or any part) under this Proposal.

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**24 Recreation Permit**

- 24.1 Immediately on the registration of the Final Plan and a copy of the proposal to which it relates over the Land and pursuant to s64 of the Act, any recreation permit granted over the Land shall be determined.

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**25 Discretionary Actions**

- 25.1 If the Holder has been granted a consent by the Commissioner to do an activity on the land under s18 of the Act, and the area over which the consent is exercised is designated in the proposal as Crown Land then the Holder agrees to act in good faith whilst exercising the terms of consent and not damage or destroy the Crown Land.

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**26 General**

- 26.1 This Proposal and the Notice:

- (a) constitute the entire understanding and agreement between the Commissioner, the Crown and the Holder in relation to the Tenure Review; and
  - (b) supersede and extinguish all prior agreements and understandings between the Crown, the Commissioner and the Holder relating to the Tenure Review.
- 26.2 Each provision of this Proposal will continue in full force and effect to the extent that it is not fully performed at the Settlement Date.
- 26.3 The Holder must comply with the Commissioner's requirements for the implementation and settlement of the Tenure Review contemplated by this Proposal.
- 26.4 The Commissioner and the Holder will sign and execute all deeds, agreements, schedules and other documents and do all acts and things as may be reasonably required by the other to effectively carry out and give effect to the terms and intentions of this Proposal.
- 26.5 This Proposal is governed by, and must be construed under, the laws of New Zealand and the Commissioner and the Holder irrevocably submit to the jurisdiction of the New Zealand courts or other New Zealand system of dispute resolution.
- 26.6 The illegality, invalidity or unenforceability of any provision in this Proposal will not affect the legality, validity or enforceability of any other provision.
- 26.7 In relation to notices and other communications under this Proposal:
- (a) each notice or other communication is to be in writing, and sent by facsimile, personal delivery or by post to the addressee at the facsimile number or address, and marked for the attention of the person or office holder (if any), from time to time designated for that purpose by the addressee to the other party. Other than the address to which the Holder is to send its acceptance of this Proposal (which the Commissioner will specifically notify the Holder of) the address, person or office holder (if any) for each party is shown on the front page of this Proposal;
  - (b) no communication is to be effective until received. A communication will be deemed to be received by the addressee:
    - (i) in the case of a facsimile, on the working day on which it is despatched or, 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;
    - (ii) in the case of personal delivery (including, but not limited to, courier by a duly authorised agent of the person sending the communication), on the working day on which it is delivered, or if delivery is not made on a working day, on the next working day after the date of delivery; and
    - (iii) in the case of a letter, on the fifth working day after mailing (postage paid).

## 27 Interpretation

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### 27.1 Definitions

In this Proposal unless the context otherwise requires:

**Act** means the Crown Pastoral Land Act 1998;

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

**Commissioner's Consideration** means the amount payable by the Commissioner to the Holder by equality of exchange for the surrender of the leasehold interest in the Lease in relation to the Crown Land, as specified in the Notice;

**Commissioner's GST Date** means the earlier of Settlement Date or the fifth working day before the day on which the Commissioner is due to pay to the Inland Revenue Department all GST payable by the Commissioner in respect of the supply made under this Proposal;



**Commissioner's Payment** means the balance of the Commissioner's Consideration payable by the Commissioner to the Holder by equality of exchange for the Crown Land, as specified in the Notice (if any);

**Crown Land** means the land (including any improvements) set out in Schedule One and the land (including any improvements) set out in Schedule Two (if any);

**Default GST** means any additional GST, penalty or other sum levied against either the Commissioner or the Holder under the Goods and Services Tax Act 1985 or the Tax Administration Act 1994 by reason of either the Commissioner or the Holder failing to pay GST as required by this Proposal. It does not include any sum levied against the Commissioner or the Holder by reason of a default by the Commissioner after payment of GST to the Commissioner by the Holder or by reason of a default by the Holder after payment of GST to the Holder by the Commissioner;

**Default Rate** means the rate of 11 per cent per annum;

**Fencing** means any stock proof farm fence.

**Fencing Consent** means any and all consents required under the Resource Management Act 1991.

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

**Freehold Land** means the land set out in Schedule Three;

**GST** means all goods and services tax payable by the Commissioner or the Holder under the Goods and Services Tax Act 1985 in respect of their respective supplies evidenced by this Proposal;

**Holder** means holder shown on the front page of this Proposal (being the lessee under the Lease);

**Holder's Consideration** means the amount payable by the Holder to the Commissioner by equality of exchange for the freehold of the Freehold Land, as specified in the Notice;

**Holder's Payment** means the balance of the Holder's Consideration payable by the Holder to the Commissioner by equality of exchange for the freehold of the Freehold Land, as specified in the Notice (if any);

**Land** means the land subject to the Tenure Review identified on the front page of this Proposal;

**Lease** means the lease described on the front page of this Proposal;

**Mortgage** means any mortgage (registered or unregistered) over the Land;

**Mortgagee** means the holder of any Mortgage;

**Notice** means the notice to the Holder setting out:

- (a) the Holder's Consideration;
- (b) the Commissioner's Consideration; and
- (c) the Holder's Payment or the Commissioner's Payment (as the case may be);

which includes amounts proposed to be paid by way of equality of exchange and accompanies this Proposal, but is not part of this Proposal;

**Plan** means the plan of the Land showing all designations on page 2 of this Proposal;

**Registrar** means the Registrar-General of Lands appointed pursuant to section 4 of the Land Transfer Act 1952;

**Rent Review** means the process for determination of the rent payable under the Lease as set out in sections 6 - 8 of the Act;

**Settlement Date** means the settlement date defined in clause 3.1;

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

**Tenure Review** means the tenure review of the Land being undertaken by the Commissioner under the Act;

**Unconditional Date** means the date that the Commissioner receives from the Holder an executed copy of this Proposal signed by the Holder containing the signed consents of all persons having an interest in the Land to the Holder's acceptance of this Proposal which results in the acceptance taking effect under the Act;

**Vesting Date** means the date on which the Crown Land vests in the Crown pursuant to the Act;

**Working day** means a day that is not a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Labour Day, or a day during the period commencing on any Christmas Day and ending with the 15<sup>th</sup> day of the following January or a day which is a provincial holiday in the place where the obligation is to be performed.

**Works Consent** means any and all consents required under the Resource Management Act 1991; and/or the Building Act 2004.

## 27.2 Construction of certain references

In this Proposal, unless inconsistent with the context:

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

Schedule One: Provisions relating to the Schedule One Land

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**1** Details of Designation

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- 1.1 Under this Proposal the land shown outlined in pink and marked CA2, CA3, CA4, CA6, CA7, CA8 and CA9 on the Plan, being 3644 hectares (approximately) is designated as land to be restored to or retained in full Crown ownership and control as conservation area.
  
- 1.2 Under this Proposal the land shown outlined in pink and marked R1 and R2 on the Plan, being 1.8 hectares (approximately) is designated as land to be restored to or retained in full Crown ownership and control as recreation reserve.



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 outlined in pink and marked CA1 and CA5 on the Plan, being 1350 hectares (approximately) is designated as land to be restored to or retained in Crown control as conservation area subject to:

- (a) the granting of the concession (shown on the Plan with a red line p-q, u-v, i-j1-k and j1-j substantially as set out in Appendix 4;

2 Information Concerning Proposed Concession

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2.1 Description of proposed activity(s) s.39 (a): The proposed activity is an easement to provide access for stock mustering between parts of the holder's freehold land. The Servient land is land that will become conservation land as a result of this review and existing (or newly identified) marginal strips. Specifically the easement is a right of way for: Vehicles, horse, foot, driven stock and dog access over route for farm management purposes.

2.2 Description of place(s) where proposed activity to be carried out and proposed status s.39 (b): The easement area comprises separate routes shown on the designation plan as:

- "p-q" is a stock driving route between the proposed freehold areas shown as "FH2" and FH3" on the designations plan. This is a ridge line traditionally used as a driving route when mustering stock.
- "u-v" is a stock driving route between two parts of the proposed freehold area shown as "FH1".
- "i-j 1-k" is a stock and vehicle access through the top of "CA5".
- "j1-j" is a short offshoot of the above track.

2.3 Description of potential effects of proposed activity and any actions proposed to avoid mitigate or remedy any adverse effect, s.39(c) noting the requirements of s.51 (3) (a) and s.51 (2) (d) CPLA:

There is unlikely to be any adverse effects from stock driving alone, but conditions have been added to the concession to recognise the potential for damage as follows:

1. The Concessionaire must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and in particular will avoid using the easement when conditions such as softening during frost thaw, heavy rain or flooding, which would render the Easement Area particularly vulnerable to damage.
2. Stock must be actively driven through the easement areas and not left to drift through on their own.
3. No stock will be left to depasture in the easement areas (apart from unfenced marginal strips).

2.4 Details of the proposed type of concession: Easement under section 17Q Conservation Act 1987.

2.5 Proposed duration of concession and reasons for proposed duration s.39 (e):

Proposed duration: The concession is proposed is for 30 years.

Reasons for proposed duration: Access to the freehold land is likely to be required in the long term. Consideration as to land use and ongoing need for this concession can be decided at the end of this period.

2.6 Relevant information about the proposed grantee including information relevant to the grantee's ability to carry out the proposed activity s.39 (f):

Proposed grantee: Lake Hawea Station Limited

Relevant information: The grantee is currently engaged in farming and is using the routes to facilitate stock movement.

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 outlined in green on the Plan and marked FH1, FH2, FH3 and FH4, the land hatched blue and marked SMC/A, SMC/B and SMC/C on the Plan being 6332 hectares (approximately) is designated as land to be disposed of by freehold disposal to Lake Hawea Station Limited subject to:
- (a) Part IVA of the Conservation Act 1987;
  - (b) Section 11 of the Crown Minerals Act 1991;
  - (c) the easement marked as b-c-i, j-r-d-e, r-r1, b-cc-f-g, f-h, bb1-bb2-bb3, bb-bb2, cc1-cc, n-o, l-m and dd-ee on the Plan and substantially as set out in Appendix 5; and
  - (d) the easement marked as s-t-y, t-x with a car park at "s" on the Plan and substantially as set out in Appendix 6; and
  - (e) the easement marked as aa-z on the Plan and substantially as set out in Appendix 7; and
  - (f) the easement marked as a-b and c-d on the Plan and substantially as set out in Appendix 8; and
  - (g) the covenant (shown marked CC1 and coloured yellow on the Plan) substantially as set out in Appendix 9; and
  - (h) the covenant (shown marked CC and coloured yellow on the Plan) substantially as set out in Appendix 10; and
  - (i) the covenant (shown hatched blue and marked SMC/A, SMC/B and SMC/C on the Plan) substantially as set out in Appendix 11; and
  - (j) pursuant to Section 36 (3) (c) of the Act, the continuation of the easements created by Transfer 871467.1 as set out in Appendix 12; and
  - (k) pursuant to Section 36 (3)(c) of the Act, the continuation of the easement in favour of Telecom New Zealand Limited substantially as set out in Appendix 13.



**Schedule Four: Conditions**

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NIL

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

[ ] 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

[ \_\_\_\_\_ ], 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

---

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: Indicative Fencing and Construction Requirements**

---

**Fenceline**

<b>Length and location:</b>	A-B	Approximately 1000 metres
	C-D	Approximately 1000 metres
	E-F	Approximately 1200 metres
	G-H	Approximately 1200 metres
	I-J	Approximately 2400 metres
	N-M	Approximately 3000 metres
	P-O	Approximately 1200 metres
	Q-R	Approximately 400 metres

1 flood gate of approximately 50 metres on fenceline G-H to be strained separate from fence.

1 flood gate of approximately 5 metres on fenceline E-F

**Type:** New Six Wire Fence

**Specifications:**

1. Fences to be constructed of three bottom 4mm mild galvanized steel wires (No. 8) and three 2.5mm galvanized high tensile steel wires. Tie downs and tie-backs will be No. 8 wire.
2. 2.1 metre treated timber strainers with treated stays to be used for gateways and ends of strains.
3. T-Irons may be used for intermediate strains and angles with No. 8 tie-backs and tie-downs.
4. 1.8 x 125mm treated timber posts or T-Irons to be used at no more than 50 metre spaces or at lesser intervals on appropriate high and low points as required.
5. Bottom wire to be no closer than 150mm to the ground.
6. Intermediary steel Y-posts to be spaced no greater than 3 metres.
7. Steel Y-posts to be mostly 1.65m with 1.5m posts permitted on rocky ground.
8. 12 gates to be allowed for 6 gates at 3 metres and 6 gates at 6.3 metres to be placed in consultation with the Holder.
9. Approximately 120 metres of dozing required to widen the vehicle access track and provide a bench for the fence on the bottom of section P-O behind the homestead.
10. Fence line to be hand cleared where required. No machine clearing or benching of fencelines to be carried out.

**Fenceline**

**Length and location:** K-L and B-U Approximately 4500 metres

**Type:** Upgrade A

**Specifications:**

1. All No. 8 wire.
2. Steel standards to be straightened and re-tied as required.
3. All wires to be re-strained as required.
4. New wires to be run where required.
5. Additional Y-posts to be inserted into the fence line as required.
6. Y-posts may need to be re-drilled for wires to align with standards.

#### **Fenceline**

---

**Length and Location:** S-T Approximately 2800 metres

**Type:** Upgrade B

#### **Specifications:**

1. Y-posts or equivalent to be inserted between standards.
2. Wires to be restrained as required.
3. New T-irons and strainers to be added where necessary.
4. Y-posts may need to be re-drilled for wires to align with standards.

#### **Fencelines**

---

##### **General Specifications:**

1. Any blasting required to loosen or remove rock shall be undertaken using electric detonators to reduce the risk of fire.
2. Any rock drilling shall be undertaken with a rock drill no larger than 40mm diameter.
3. Where placement of posts requires spiking, the spike shall be 90mm or more diameter.
4. The top wire is to be laced to the top of the Waratahs with 3.15 mm (nine gauge) wire.

Appendix 4: Form of Easement Concession to be Created – Access for farm management purposes through CA1 and CA5

---



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

DATED \_\_\_\_\_

Between

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

and

**LAKE HAWEA STATION 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.        **LAKE HAWEA STATION 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.

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
- (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or

- 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

.....  
as Concessionaire  
in the presence of:

.....  
Witness :  
Occupation :  
Address :



SCHEDULE 2

*Special Conditions*

1. The Concessionaire must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and in particular will avoid using the easement when conditions such as softening during frost thaw, heavy rain or flooding, that would render the Easement Area particularly vulnerable to damage.
2. Stock must be actively driven through the easement areas and not left to drift through on their own.
3. No stock will be left to depasture in the easement areas.
4. Clause 13.1 is modified by the addition of: "such approval not to be unreasonably withheld where the concessionaire sells land adjacent to the area to the third party seeking the transfer."

**Appendix 5: Form of Easement to be Created -- Public foot, horse, non motorised vehicle  
access and access for management purposes**

---

## **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

Otago

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

--	--	--

Transferor Surnames must be underlined

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

Transferee Surnames must be underlined

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

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

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

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 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
	_____ <b>Witness to complete in BLOCK letters</b> <i>(unless typewritten or legibly stamped)</i> Witness name Occupation Address
Signature, or common seal of Transferor	(continued on page 4 of Annexure Schedule)

**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-37091 - Easement in Gross: Public Access and Management Purposes to Conservation Act  
docDM-25977 - Lake Hawea - public & management easement chcro-68467 b-c-i,,j-r-d-e, r-r1,

01/12/2008  
Solicitor for the Transferee

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

**Annexure Schedule**

Insert below

“Mortgage”, “Transfer”, “Lease”, etc

Dated

Page

of

Pages

**Definitions**

1. In this transfer unless the context otherwise requires:
  - 1.1 “Easement Area” means that part of the Servient Land being 10 metres wide which is marked [“b-c-i”, “j-r-d-e”, “r-r1”, “b-cc-f-g”, “f-h”, “bb1-bb2-bb3”, “bb-bb2”, “cc1-cc”, “n-o” and “l-m”) and 50 metres wide for the easement “dd-ee” on designations plan. ] “[ ]” 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 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.

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-37091 - Easement in Gross: Public Access and Management Purposes to Conservation Area 28 July 2004  
docDM-25977 - Lake Hawea - public & management easement chero-68467 b-c-i, j-r-d-e, r-r1, b-cc-f-g, f-h, bb-cc, n-o, dd-ee and l-m  
01/12/2008



3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.
4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Exclusion of Schedules

5. The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and the 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 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.
- 9.3 If clause 8.1(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.

OTACO-37091 - Easement in Gross: Public Access and Management Purposes to Conservation Area 28 July 2004  
docDM-25977 - Lake Hawea - public & management easement chcro-68467 b-c-i,, j-r-d-e, r-r1, b-cc-f-g, f-h, bb-cc, n-o, dd-ee and l-m  
01/12/2008

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.

### Special Easement Terms

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.
  - 10.1 The Transferor must install gates no less than 3.6 metres in width on any fenceline crossing the easement area.
  - 10.2 Persons are prohibited from camping on the Easement Area.
  - 10.3 The Transferor is under no obligation to maintain the Easement Area to any standard other than that which is necessary for his own purposes.
  - 10.4 For following conditions, the transferee is defined as the Director-General of Conservation's tenants, agents, contractors, and invitees; and any employee or contractor, only.
    - 10.4.1 The Transferee has the right:
      - (a) To clear, form and maintain any track or path.
      - (b) To mark the Easement Area as appropriate.
      - (c) To erect and maintain stiles.
      - (d) To erect and maintain signs informing the public
        - (i) of the location of land managed by the Crown and available for public access and recreation; and
        - (ii) of their rights and responsibilities in relation to the Easement Area.
      - (e) To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clause 10.4.
    - 10.4.2 The Transferee accepts that if there is a persistent problem with members of the public trespassing off the Easement Area, depositing toilet waste or rubbish, she, acting through the Minister of Conservation, will in consultation with the Transferor develop a strategy to eliminate or ameliorate the problem. Possible remedies include erection of additional signage, strategic placement of fencing, erection of gates and stiles and publicity (including brochures and visitor centre information). The Transferee will meet capital costs associated with the strategy.
    - 10.4.3 The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and in particular will avoid using the easement when conditions such as softening during frost thaw render the Easement Area particularly vulnerable to damage.
    - 10.4.4 In doing any of the matters specified in clause 2.2, the Transferee must take reasonable and proper care not to damage any property of the Transferor and must properly repair any such damage.
    - 10.4.5 If the Transferee instigates a project, other than necessary management activities, which requires frequent use of the Easement Areas she will contribute to the cost of maintaining the Easement Area or reach other agreed recompense with the Transferor. This clause does not apply to necessary management activities on land the easement provides access to. For the purposes of this clause necessary management activities include, but not limited to, fence

maintenance, weed control, pest control, recreational management, fire, concession management and ecological monitoring.

10.4.6 If boundary gates for horse access are locked by the Transferor, a key will be provided to the Transferee so that members of the public can obtain a key to ride horses on the Easement Area.

10.5 Clause 3 is amended by the addition of: "where such event or outcome is caused by or under the control of the Transferors use of the easement."

**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.*

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

## TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Vehicles 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 6: Form of Easement to be Created – Public foot, horse, non motorised vehicle access and access for management purposes and a car park, Grandview Creek**

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**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.**



RELEASE TRANSFER THE OFFICIAL INFORMATION ACT

Land Transfer Act 1952

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

Land Registration District

Otago

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

--	--	--	--

Transferor Surnames must be underlined

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

Transferee Surnames must be underlined

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

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

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

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 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 Transferor	Signed in my presence by the Transferor 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 _____
--	---

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

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

[ ] Dated [ ] Page [ ] of [ ] Pages

**Definitions**

1. In this transfer unless the context otherwise requires:
  - 1.1 "Easement Area" means that part of the Servient Land being 10 metres wide which is marked ["s-t-y", "t-x" with a carpark at "s" on the designations plan ] "[ ]" 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 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-37091 - Easement in Gross: Public Access and Management Purposes to Conservation Area 28 July 2004  
DOCDM-25971 - Lake Hawea - public & management easement Grandview Creek

23/7/08

4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Exclusion of Schedules

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

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 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.
- 9.3 If clause 8.1(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.

OTACO-37091 - Easement in Gross: Public Access and Management Purposes to Conservation Area 28 July 2004

DOCDM-25971 - Lake Hawea - public & management easement Grandview Creek

23/7/08

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.

- 10.1 The Transferor must install gates no less than 3.6 metres in width on any fenceline crossing the easement area.
- 10.2 Persons are prohibited from camping on the easement area.
- 10.3 The Transferor is under no obligation to maintain the Easement Area to any standard other than that which is necessary for his own purposes.
- 10.4 For following conditions, the transferee is defined as the Director-General of Conservation's tenants, agents, contractors, and invitees; and any employee or contractor, only.
- 10.4.1 The Transferee has the right:
- (a) To mark the Easement Area as appropriate.
  - (b) To erect and maintain stiles.
  - (c) To erect and maintain signs informing the public
    - (i) of the location of land managed by the Crown and available for public access and recreation; and
    - (ii) of their rights and responsibilities in relation to the Easement Area.
  - (d) To erect public toilet facilities.
  - (e) To clear, form and maintain any track or path.
  - (f) To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clause 10.4.1.
- 10.4.2 The Transferee accepts that if there is a persistent problem with members of the public trespassing off the Easement Area, depositing toilet waste or rubbish, she, acting through the Minister of Conservation, will in consultation with the Transferor develop a strategy to eliminate or ameliorate the problem. Possible remedies include erection of additional signage, strategic placement of fencing, erection of gates and stiles and publicity (including brochures and visitor centre information). The Transferee will meet capital costs associated with the strategy.
- 10.4.3 In doing any of the matters specified in clause 2.2, the Transferee must take reasonable and proper care not to damage any property of the Transferor and must properly repair any such damage.
- 10.4.4 If the Transferee instigates a project which requires frequent use of the Easement Areas, other than that required for necessary management activities on the lands the Easement Area provides access to, she will contribute to the cost of maintaining the Easement Area or reach other agreed recompense with the Transferor. For the purposes of this clause necessary management activities include, but are not limited to, fence maintenance, weed control, pest control, recreational management, fire, concession management and ecological monitoring.
- 10.4.5 If boundary gates for horse access are locked by the transferor, a key will be provided to the transferee so that members of the public can obtain a key to ride horses on the easement area.
- 10.5 Clause 2.1 is modified to allow motor vehicles to use the carpark at point "s".

10.6 If requested by the transferor, the transferee will close the easement area for lambing, between the 15 September to 30 October each year.

**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.*

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

## TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Vehicles for Management Purposes

**Land Transfer Act 1952**

<b>Law Firm Acting</b>
Conservancy Solicitor Department of Conservation Dunedin

Auckland District Law Society  
REF:4135

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