

Crown Pastoral Land Tenure Review

Lease name: Pisgah Downs

Lease number: PO 248

Substantive Proposal - Part 2

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

November 08

Appendix 5: Form of Easement to be Created e-f-g-h, g-i

**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 TRANSFER 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 – <i>Insert only when part or Stratum, CT</i> |
|--------------------------|--------------|--|
| | ALL | |

Transferor Surnames must be underlined

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

Transferee Surnames must be underlined

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

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

Public Access and Management Purposes Easement in Gross under section 7(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 | (continued on page 4 of Annexure Schedule) |
| | Witness to complete in BLOCK letters (unless typewritten or legibly stamped) | |
| Signature, or common seal of Transferor | Witness name | |
| | Occupation | |
| | Address | |

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

[Empty box for signature]

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 (*marked e-f-g-h, g-i on the designation plan*) being 20 metres wide which is marked “[]” on S.O. Plan No-[].
 - 1.2 “Management Purposes” means:
 - the protection of a significant inherent value of the land managed by the Transferee (not being a member of the public), in the vicinity of the easement area.
 - The management of the land administered by the Transferee (not being a member of the public) in a way that is ecologically sustainable.
 - 1.3 “Servient Land” means the land owned by the Transferor and described on page 1.
 - 1.4 “Transferee” means Her Majesty the Queen acting by and through the Minister of Conservation and, for purposes of clause 2.1, includes the Transferee’s tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public; but for the purposes of clause 2.2 means the Transferee’s tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation only.
 - 1.5 “Transferor” means the owner of the Servient Land described on page 1 and includes the Transferor’s tenants and invitees.

Standard Easement Terms

Access

2. The Transferee has the right:
 - 2.1 In common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
 - 2.2 To pass and re-pass at any time over and along the Easement on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, or with or without guns and dogs, for Management Purposes.
3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.

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

OTACO-37213 Easement in Gross Templ.doc

DOCDM-460637 (was olddm-460637 - - Pisgah Downs P248 DOC Management/Public Access Easement in Gross e-f-g-h, g-iOctober 2006

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

Exclusion of Schedules

5. The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and the Ninth Schedule of the Property Law Act 1952 are expressly negated.

Term

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

Temporary Suspension

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

Dispute Resolution

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

Notice

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

Special Easement Terms

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.

- 11 Clause 2.1 is deleted and replaced with the following clause:

In common with the Transferor to pass and re-pass at any time over and along;

- a) those sections of the Easement Area marked e-f on the designation plan, on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons, or by motorised vehicle, with or without guns and dogs provided they have a hunting permit for adjoining land managed by the Minister, and
- b) those sections of the Easement Area marked f-g-h on the designation plan, on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons, with or without guns and dogs provided they have a hunting permit for adjoining land managed by the Minister.

- 12 The Transferor will provide space for parking up to 6 cars at point f as marked on the designation plan.

- 13 The Transferee (not being a member of the public) has the right:

13.1 To mark the Easement Area as appropriate.

13.2 To erect and maintain stiles.

13.3 To erect and maintain signs informing the public of:

a) the location of land managed by the Crown and available for public access and recreation: and

b) their rights and responsibilities in relation to the Easement Area.

13.4 To use whatever reasonable means of access the Minister thinks fit over the Easement Area to carryout the works in clause 13.1 to 13.3.

- 14 The section of the Easement Area marked g-i on the designation is permanently closed to members of the public.

- 15 The Transferee (not being a member of the public) is to provide the Transferor with prior notice detailing the identity, timing and management purpose of any proposed use of the section of the Easement Area marked g-i by invitees of the Transferee.

- 16 In the event that the local Authority ceases to maintain the formation of the Easement Area the Transferee and Transferor agree to pay a share of the maintenance cost proportional to the impact of their use of the Easement Area.

- 17 The Transferee accepts that if there is a persistent problem with members of the public trespassing off the easement area, camping, taking guns or dogs, 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.

Continuation of "Attestation"

Signed for and on behalf of)
Her Majesty the Queen by)
Jeffrey Edward Connell)
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

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(except for "Law Firm Acting")

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| | |
|---|---|
| Attestation | Signed in my presence by Commissioner of Crown Lands Signature of Witness Witness Name: Occupation: Address: |
| Signature of Commissioner of Crown Lands | |

Annexure Schedule

Notice of Acceptance of

Dated

Page of pages

Substantive Proposal

Continuation of "Notice"

Effect of Notice:

Every person who, after this Notice has been registered, acquires an estate or interest in the land against whose instrument of title it has been registered is bound by the acceptance of the proposal to which it relates to the same extent as the person who accepted the proposal; and the Act has effect accordingly.

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