

Crown Pastoral Land Tenure Review

Lease name: SANDY POINT

Lease number: PO 350

Substantive Proposal - Part 2

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

August

06

Appendix 7: Form of Public Access to Conservation Area and Vehicles for Management Purposes Easement to be created over that part of the land shown dashed orange and labelled "g-h" and "i-j" on the Plan

**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.

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
[]

Certificate of Title No.	All or Part?	Area and legal description – <i>Insert only when part or Stratum, CT</i>
[]	[]	[]

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 TRANSFEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this _____ day of _____

Attestation

Signed by acting under written delegation from the Commissioner of Crown Lands	Signed in my presence by the Transferor Signature of Witness	(continued on page 4 of Annexure Schedule)
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)	
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

[]
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 (shown as "g"- "h" and "i"- "j" on the designations plan) 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 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, 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, 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
CHCRO-77051 - Easement Document 3 g-h, l-j, Sandy Point

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.

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 transferee is not permitted to take horses on the easement area.

10.2 The Public are prohibited from (a) camping on the easement area, (b) being present on the easement area with guns and/or dogs.

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 the 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 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, 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 reasonable 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 The Transferee, when requiring access for management purposes, will advise the transferor of the intention to use farm tracks to get to the easement area, and will comply with any reasonable requests made by the transferor.

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. If this Annexure Schedule is used as the basis for a transfer, witnesses or their solicitors must put their signatures or initials here. (except for "Law Firm Acting")

OTACO-37091 - Easement in Gross: Public Access and Management Purposes to Conservation Area 28 July 2004
CHCRO-77051 - Easement Document 3 g-h, i-j, Sandy Point

Appendix 8: Form of Public Access to Conservation Area and Vehicles for Management Purposes Easement to be created over that part of the land shown dashed orange and labelled "d-d1-d2-d3-f" on the Plan

**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.

TRANSFER

Land Transfer Act 1952

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Land Registration District

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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)
Signature, or common seal of Transferor	Witness to complete in BLOCK letters <i>(unless typewritten or legibly stamped)</i> 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

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 (Shown as "d" - "d1" being 40m wide, "d1"- "d2" being 10m wide, "d2"- "d3" being 40m wide, and "d3"- "f" being 10m wide, on Designations Plan) 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 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
CHCRO-73332 Easement Document 3 d-f Sandy Point.doc

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.

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 (a) camping on the easement area, (b) being present on the easement area with guns and/or dogs.
- 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 If requested by the Transferor, the transferee will close the easement area for lambing, between the 15 September to 30 October each year.
- 10.5 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.
- 10.5.1 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 clear, form and maintain a path or track on 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 10.5.1.
- 10.5.2 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.
- 10.5.3 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.
- 10.5.4 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.
- 10.5.5 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 too. 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.
- 10.5.6 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.

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

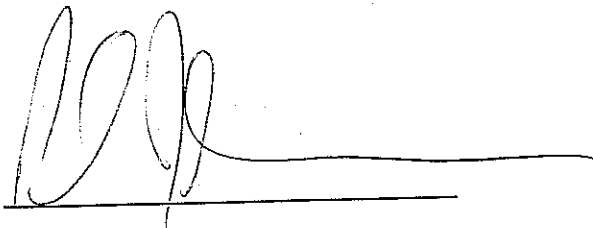
Auckland District Law Society
REF:4135

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

Execution Section

This Proposal (including the schedules and appendices) is signed by the Commissioner and the Holder as a binding agreement.

SIGNED for and on behalf of the
Commissioner of Crown Lands
by Paul Alexander Jackson acting
pursuant to a delegated authority in
the presence of:



A handwritten signature in black ink, appearing to be 'PAJ', written over a horizontal line.

A M Pagon
Witness
Solicitor
Occupation

Wellington
Address

SIGNED for and on behalf of **GLENFOYLE LIMITED** by two of its directors:

Allan Kane
Allan Kane

Barbara Muriel Kane
Barbara Muriel Kane

13 June 2006

Commissioner of Crown Lands
C/- Quotable Valuation New Zealand Limited
P O Box 13-443
CHRISTCHURCH

Corner High &
Princes Streets
PO Box 143
DX YP80023
Dunedin
New Zealand

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F 03 477 5564
lawyers@gcalegal.co.nz
www.gcalegal.co.nz

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Felicity Hayman
Tony Horder

ASSOCIATES
Gina Chin
Gareth Foley
Kathy Grant

CONSULTANTS
Warren Alcock
Ray Blake
Iain Gallaway
Peter Gibson

CHIEF EXECUTIVE
Karyn Close

NOTARIES PUBLIC
David Brent
Iain Gallaway
Peter Gowing

Dear Sir

TENURE REVIEW - SANDY POINT- GLENFOYLE LIMITED("the Holder")

We Gallaway Cook Allan hereby certify as follows:

1. Glenfoyle Limited ("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 24 March 2006 ("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.
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).

Yours faithfully
GALLAWAY COOK ALLAN



Roger Macassey
Partner

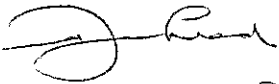
Email: roger.macassey@gcalegal.co.nz

OTAGO REGIONAL COUNCIL, being the party entitled to the benefit of an improvement agreement 814566 registered against Lease P350 described in certificate of title 13A/121, hereby consents to the acceptance of the Proposal dated 24th March 2006 by Glenfoyle Limited pursuant to the Crown Pastoral Land Act 1998.

Dated: 7th April 2006

SIGNED for and on behalf of
OTAGO REGIONAL COUNCIL
in the presence of:)
)
)



Witness Signature: 

Witness name: K.D. MCELROD
Occupation: COMMITTEE SECRETARY
Address: 70 STAFFORD ST
Dunedin .