

Crown Pastoral Land Tenure Review

Lease name: WEST WANAKA STATION

Lease number: PO 203

Substantive Proposal

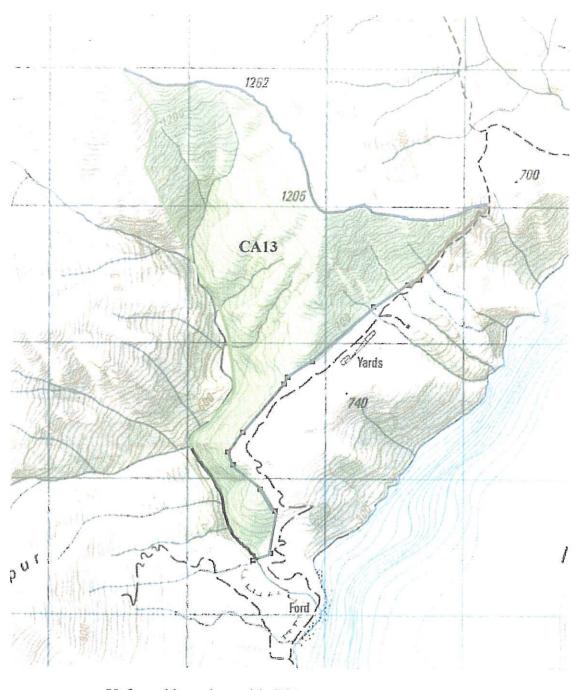
- Part 3

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

November

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DETAILED PLAN N. CONSERVATION AREA CA13



Unfenced boundary with CC8

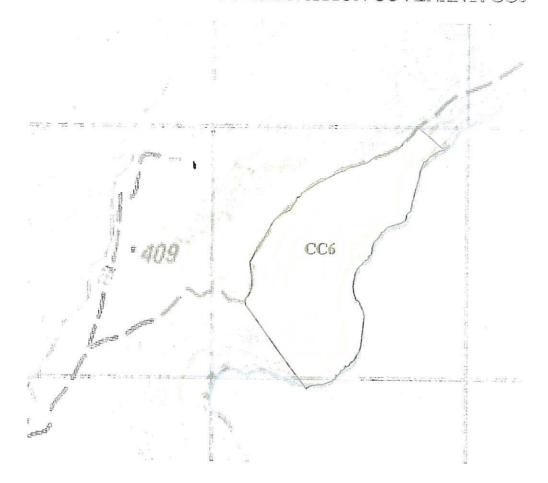
Bounds with existing conservation land

Unfenced boundary with freehold

Unfenced boundary with freehold: 20m above centre of existing formed 4WD track measured on a horizontal plane.

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DETAILED PLAN O. CONSERVATION COVENANT: CC6



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Appendix 4: Form of Easement to be Created

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Transfer Instrument RELEASED UNDER THE OFFICIAL INFORMATION ACT Section 90, Land Transfer Act 1952

wgnho-136880. Appurtenant easement for public access. 28 November 2002. 23-5-03 . CHCRO-46337. West Wanaka. c-d, e-f, x-y, n-o, g-h

Land Registration Distric	:t		
OTAGO			
Unique Identifier(s) or C/T(s)	All/Part	Area/description of part or stratum	
Transferor			Surname(s) must be underlined
COMMISSIONER OF C	ROWN LANDS,	acting pursuant to section 80 of the Crown Pastora	
Transferee			Surromotel
HER MAJESTY THE O	UEEN, acting by a	and through the Minister of Conservation	Surname(s) must be <u>underlined</u>
Estate or Interest to be tra State if fencing covenant im	nsferred, or easer posed.	ment(s) or <i>profit(s) à prendre</i> to be created	
Public Access Easement to Schedule).	conservation area	under section 7(2) of the Conservation Act 1987 (c	continued on pages 2, 3 and 4 of Annexure
Operative Clause			
The Transicion transfers	to the xtunsicity	are above estate or interest in the tand in the above	certificate(s) of title or commuter ====================================
	erar e is described	d above, that easement or profit à prendre is granted	certificate(s) of title or computer register(s) and dor created.
Dated this day	of	a above, that easement or projet a prendre is granted	d or created.
Dated this day	of ne transferee or gra	antee is to execute this transfer, include the attestate	d or created.
Dated this day	of ne transferee or gra Sign	antee is to execute this transfer, include the attestar	d or created.
Dated this day	of ne transferee or gra Sign	antee is to execute this transfer, include the attestat	tion in an Annexure Schedule.
Dated this day	of ne transferee or gra Sign With	antee is to execute this transfer, include the attestar med in my presence by the Transferor mature of witness mess to complete in BLOCK letters (unless legibly p	tion in an Annexure Schedule.
Dated this day	of sign Sign With Occord	antee is to execute this transfer, include the attestar med in my presence by the Transferor mature of witness mess to complete in BLOCK letters (unless legibly p mess name upation	tion in an Annexure Schedule.
Dated this day	of ne transferee or gra Sign With	antee is to execute this transfer, include the attestar med in my presence by the Transferor mature of witness mess to complete in BLOCK letters (unless legibly p mess name upation	tion in an Annexure Schedule.
Dated this day of the station of the	of sign Sign With Occord	antee is to execute this transfer, include the attestar med in my presence by the Transferor mature of witness mess to complete in BLOCK letters (unless legibly p mess name upation	tion in an Annexure Schedule.
Dated this day	of Sign Sign With Occur Add	antee is to execute this transfer, include the attestal med in my presence by the Transferor mature of witness mess to complete in BLOCK letters (unless legibly p mess name upation ress	tion in an Annexure Schedule.

[Solicitor for] the Transferee

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Transfer Instrument

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Definitions

- 1. In this transfer unless the context otherwise requires:
 - "Easement Area" means those parts of the Servient Land being [10] metres wide which (are currently marked as "c-d, e-f, x-y and n-o" on the Designations Plan) are marked "[]" on Deposited Plan/S.O. Plan No [] and that part of the Servient Land (currently marked as "g-h" on the Designations Plan) marked "[]" on Deposited Plan/S.O. Plan No [].
 - 1.2 "Dominant Land" means the land administered by the Department of Conservation and contained in Certificate of Title "[]".
 - 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 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.
 - 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

- 2.1 The Transferee has the right in common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot for the purpose of obtaining access to the Dominant Land.
- 2.2 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.

Exclusion of Implied Rights and Powers

3. 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 negatived.

<u>Term</u>

4. The easement created by this transfer is to be appurtenant to the Dominant Land in perpetuity.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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Transfer Instrument

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Temporary Suspension

5. The Transferee (not being a member of the public) may close all or a part of the Easement Area and suspend public access to it if reasons of public safety or emergency require closure, or otherwise in accordance with the provisions of section 13 of the Conservation Act 1987.

Dispute Resolution

- 6.1 If a dispute arises between the Transferor and Transferee (not being a member of the public) concerning the rights created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 6.2 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.
- 6.3 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.
- 6.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

- 7.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
 - (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party; or
 - (c) be sent by facsimile to the receiving party.
- 7.2 If clause 7.1(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.
- 7.3 If clause 7.1(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.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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Transfer Instrument

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Special Easement Terms

- The Transferee (not being a member of the public) has the right:
- 8.1 To mark the Easement Area as appropriate.
- 8.2 To erect and maintain stiles.
- 8.3 To erect and maintain signs informing the public of their rights and responsibilities in relation to the Easement Area.
- 8.4 To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clause 8.1 to 8.3.
- 9. The wording of any signs will be as agreed between the Transferor and the Transferee.
- 10. The definition of "Transferee" in 1.4 is deleted and replaced with the following
- 11. "For the purposes of the Easement Area marked [] [marked "n-o" on the Designations Plan] "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes the Transferee's employees, agents, contractors, workmen and members of the public other than a person or persons engaged in the ownership operation or participation in any way whatsoever of any concession granted by the Minister of Conservation or any other person in respect of any part of the Dominant Land (Mount Alta Conservation Area) or persons seeking ingress or regress to and from such concessions.

For the purposes of the Easement Area marked [] [marked "c-d, e-f and x-y" on the Designations Plan] "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes the Transferee's employees, agents, contractors, workmen and any member of the public.

12. Clause 2.2 is deleted and replaced with the following:

The Transferor shall not obstruct the Easement Area by parked vehicles, deposit of materials or unreasonable impediment to the use of the Easement Area. Gates are not to be deemed an obstruction.

13. When using the Easement Area the Transferee may carry a gun, if the Transferee has a hunting permit issued by the Department of Conservation for the Dominant Land.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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wgnho-136880. Appurtenant easement for public access. 28 November 2002. 23-5-03. CHCRO-46337. West Wanaka. c-d, e-f, x-y, n-o, g-h

Annexure Schedule

Transfer Instrument	Dated			Page	of	Pages
Continuation of "Attest	ation"					
Signed for and on behalf Her Majesty the Queen by)			
under a written delegation presence of:	n in the)			
Witness (Signature	e)					
Name						
Address						
Occupation						

All signing parties and either their witnesses or solicitors must sign or initial in this box.

Appendix 5: Form of Easement to be Created

Transfer Instrument

RELEASED UNDER THE OFFICIAL INFORMATION ACT Section 90, Land Transfer Act 1952

wgnho–136880. Appurtenant casement for public access. 28 November 2002. 23-5-03 CHCRO-46348. West Wanaka. j-k- m-n-p-q &p-r

Land Registration District							
OTAGO						•	
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ransferor				Su	rname(s) must	ha undanlina	
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<u> </u>			· · · · · · · · · · · · · · · · · · ·				
ransferee			•	Su	rname(s) must	he underlined	,
HER MAJESTY THE QU	EEN, acting by	and through the Minist	ter of Conservation				:
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state or Interest to be trans tate if fencing covenant impe	sferred, or ease	ment(s) or <i>profit(s) à j</i>	<i>prendre</i> to be create	d			
			<u> </u>				
Public Access Easement to conclude the Control of t	onservation area	under section 7(2) of	the Conservation Act	t 1987 (continued	on pages 2, 3 a	and 4 of Annex	cure
					· ·		
perative Clause			•	•		÷	
an ousement of projet a pre	ndre is described	d above, that easement	terest in the land in the or profit à prendre i	s granted or create	sd.		v (a) 1210
·	nare is described	d above, that easement	or profit à prendre i	s granted or create	d.		
Dated this day of	f	above, mat easement	or projit a prenare i	s granted or create	ed.		
Dated this day of	transferee or gr	cantee is to execute this	s transfer, include the	s granted or create	ed.		
Dated this day of	transferee or gr	above, mat easement	s transfer, include the	s granted or create	ed.		
Dated this day of	transferee or gr	rantee is to execute this	s transfer, include the	s granted or create	ed.		
Dated this day of	transferee or gr	rantee is to execute this ned in my presence by nature of witness	s transfer, include the	s granted or create	ed.		
Dated this day of	transferee or gr Sig	natee is to execute this ned in my presence b	s transfer, include the	s granted or create	ed.		
Dated this day of	transferee or gr Sign With	natee is to execute this ned in my presence b nature of witness ness to complete in BL ness name	s transfer, include the	s granted or create	ed.		
Dated this day of	sign With Occ	natee is to execute this ned in my presence b mature of witness ness to complete in BL ness name	s transfer, include the	s granted or create	ed.		
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Transfer Instrument

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Definitions

- 1. In this transfer unless the context otherwise requires:
 - "Easement Area" means those parts of the Servient Land being [10] metres wide 1.1 which (are currently marked as j-k-m-n-p-q & p-r" on the Designations Plan) is marked "[]" on Deposited Plan/S.O. Plan No [
 - "Dominant Land" means the land administered by the Department of Conservation 1.2 and contained in Certificate of Title "[]".
 - "Servient Land" means the land owned by the Transferor and described on page 1. 1.3
 - "Transferee" means Her Majesty the Queen acting by and through the Minister of 1.4 Conservation and includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public.
 - "Transferor" means the owner of the Servient Land described on page 1 and includes 1.5 the Transferor's tenants and invitees.

Standard Easement Terms

Access

- The Transferee has the right in common with the Transferor to pass and re-pass at any time 2.1 over and along the Easement Area on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons for the purpose of obtaining access to the Dominant Land.
- The Transferor must keep the Easement Area clear at all times of obstructions whether caused 2.2 by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area.

Exclusion of Implied Rights and Powers

The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and the 3. Ninth Schedule of the Property Law Act 1952 are expressly negatived.

Term

The easement created by this transfer is to be appurtenant to the Dominant Land in perpetuity.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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Temporary Suspension

5. The Transferee (not being a member of the public) may close all or a part of the Easement Area and suspend public access to it if reasons of public safety or emergency require closure, or otherwise in accordance with the provisions of section 13 of the Conservation Act 1987.

Dispute Resolution

- 6.1 If a dispute arises between the Transferor and Transferee (not being a member of the public) concerning the rights created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 6.2 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.
- 6.3 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.
- 6.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

- 7.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
 - (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party; or
 - (c) be sent by facsimile to the receiving party.
- 7.2 If clause 7.1(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.
- 7.3 If clause 7.1(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.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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Transfer Instrument

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Special Easement Terms

- The Transferee (not being a member of the public) has the right:
- 8.1 To mark the Easement Area as appropriate.
- 8.2 To erect and maintain stiles.
- 8.3 To erect and maintain signs informing the public of their rights and responsibilities in relation to the Easement Area.
- To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clause 8.1 to 8.3.
- 9. The wording of any signs will be as agreed between the Transferor and the Transferee.
- 10. The definition of "Transferee" in 1.4 is deleted and replaced with the following:
 - "Transferee", for purposes of clause 2.1, includes the Transferee's employees, agents, contractors, workmen, and any member of the public.
- 11. Clause 2.2 is deleted and replaced with the following:
 - The Transferor shall not obstruct the Easement Area by parked vehicles, deposit of materials or unreasonable impediment to the use of the Easement Area. Gates are not to be deemed an obstruction.
- 12. When using the Easement Area the Transferee may carry a gun, if the Transferee has a hunting permit issued by the Department of Conservation for the Dominant Land.
- 13. Where gates are installed by the Transferor such gates must be no less than 3.6 metres in width and kept unlocked at all times except that the Transferor may lock up to two gates at or between points marked [] [marked "k" and "q" on the Designations Plan] at which points the Transferor will provide mechanisms on site through which the fence can be crossed by the Transferee in a manner which maintains the fence, gates and access way stock proof at all times.
- 14. The Transferee may install her own locks on the gates referred to in clause 13. The Transferor must on request supply to every Transferee who uses the Easement Area on or accompanied by horses a key to gates installed at or between points marked [] [marked "k" and "q" on the Designations Plan] and the key must be returned to the Transferor promptly by that Transferee when she or he exits the Easement Area.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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Transfer Instrument Dated		Page	of	Pages
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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	·			
			•	

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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Appendix 6: Form of Easement to be Created

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RELEASED UNDER THE OFFICIAL INFORMATION ACT

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[Solicitor for] the Transferee

Wgnho-136909 -- Public Access Easement to Reserve -- Version 5.1. 28 November 2002. 26-5-03. CHCRO-46373. West Wanaka, za-zb and zd-ze.

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Transfer Instrument Dated Page of Pages

Definitions

1. In this transfer unless the context otherwise requires:

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- 1.1 "Easement Area" means those parts of the Servient Land which (are currently marked as za-zb and zd-ze on the Designations Plan) are marked "[]" on Deposited Plan/S.O. Plan No [].
- "Dominant Land" means the land administered by the Department of Conservation and contained in Certificate of Title "[]".
- 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 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.
- 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

- 2.1 The Transferee has the right in common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot for the purpose of obtaining access to the Dominant Land.
- 2.2 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.

Exclusion of Implied Rights and Powers

3. 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 negatived.

<u>Term</u>

4. The easement created by this transfer is to be appurtenant to the Dominant Land in perpetuity.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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Temporary Suspension

5. 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

- 6.1 If a dispute arises between the Transferor and Transferee concerning the rights created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 6.2 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.
- 6.3 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.
- 6.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

- 7.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
 - (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party; or
 - (c) be sent by facsimile to the receiving party.
- 7.2 If clause 7.1(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.
- 7.3 If clause 7.1(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.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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Special Easement Terms

- 8.1 The standard easement terms contained above must be read subject to any special easement terms set out below.
- When using the Easement Area the Transferee may carry a gun, if the Transferee holds a hunting permit issued by the Department of Conservation for the Dominant Land and may be accompanied by a dog or dogs if the hunting permit allows for dogs.
- 8.3 The Transferee (not being a member of the public) has the right:
- 8.3.1 To mark the Easement Area as appropriate.
- 8.3.2 To erect and maintain stiles.
- 8.3.3 To erect and maintain signs informing the public:
- (a) of the location of land managed by the Crown and available for public access and recreation; and
- (b) of their rights and responsibilities in relation to the Easement Area.
- 8.3.4 To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clause 8.3.1 to 8.3.3.
- 8.3.5 The wording on any signs will be as agreed between the Transferor and the Transferee.
- 8.3.6 Clause 2.2 is deleted and replaced with the following:

The Transferor shall not obstruct the Easement Area by parked vehicles, deposit of materials or unreasonable impediment to the use of the Easement Area. Gates are not to be deemed an obstruction.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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Transfer Instrument Dated		Page	of	Pages
Continuation of "Attestation"				
Signed for and on behalf of Her Majesty the Queen by)			
under a written designation in the presence of:)		• •	
Witness (Signature)				
Name				
Address				
Occupation				

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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Appendix 7: Form of Easement to be Created

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West Wanaka. Easement in Gross - Public

TRANSFER GRANT OF EASEMENT IN GROSS

Public Foot, Motorised Vehicle, Horse and Non Motorised Vehicle Access

Land Transfer Act 1952

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Wilkinson Adams Version Easement in Gross-Public Access. April 2003. 26/5/03. CHCRO-46375. West Wanaka j-k-l

Transfer Instrument

RELEASED UNDER THE OFFICIAL INFORMATION AT 1952

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[Solicitor for] the Grantee

Wilkinson Adams Version Easement in Gross-Public Access. April 2003. 26/5/03. CHCRO-46375. West Wanaka j-k-l

Annexure Schedule 1

Easement Instrument	Dated	F	age '	of	Pages
Schedule A	T	Continue in additional Anne	exure S	chedule if re	equired)
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)		ominant tene dentifier/CT i	
Right of Way		[To be inserted]	In	Gross	
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Easements or profits à prend (including terms, covenants,	re rights and powers and conditions)	Delete phrases in [] and required. Continue in additional Ar			
Unless otherwise provided belo	w, the rights and powers impli	ed in specific classes of easem		4*H=*	*
Land Transfer Regulations 2002 The implied rights and powers a					
[Memorandum number		ection 155A of the Land Transf	er Act 1	952]	
[the provisions set out in Annex	ure Schedule 2].				

All signing parties and either their witnesses or solicitors must sign or initial in this box.

Note II

Annexure Schedule 2

Easement Instrument

Dated

Page

of

Pages

Continuation of Estate or Interest or Easement to be created

Easement in gross under section 7(2) Conservation Act 1987 for:

- (1) Foot access
- (2) Non motorised vehicle powered by a person or persons access.
- (3) Motorised vehicle access.
- (4) Access on or accompanied by horses.

Definitions

- 1. In this Easement Instrument unless the context otherwise requires:
 - "Easement Area" means that part of the Servient Land being 10 metres wide which is marked (currently marked as "j-k-l" on the Designations Plan) [] on Deposited Plan/S.O. Plan No. []
 - 1.2 "Servient Land" means the land owned by the Grantor and described in Schedule A.
 - 1.3 "Grantee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes the Grantee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public.
 - "Grantor" means the owner of the Servient Land and includes the Grantor's tenants and invitees.

Standard Easement Terms

Access

- 2.1.1 The Grantee has the right in common with the Grantor to pass and re-pass at any time over and along the Easement Area on foot, by motorised vehicle, non motorised vehicle powered by a person or persons or on or accompanied by horses.
- 2.1.2 The Grantor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use of the Easement Area.

Exclusion of Schedules

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

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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Annexure Schedule 2

Easement Instrument Dated Page of Pages

Term

4. The easement created by this Easement Instrument is to continue in perpetuity.

Temporary Suspension

5. The Grantee (not being a member of the public) may close all or part of the Easement Area and suspend public access to it if reasons of public safety or emergency require closure, or otherwise in accordance with the provisions of section 13 of the Conservation Act 1987.

Dispute

- 6.1 If a dispute arises between the Grantor and Grantee (not being a member of the public) concerning the rights created by this Easement Instrument the parties are to enter into negotiations in good faith to resolve it.
- 6.2 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.
- 6.3 If the dispute is not resolved within 21 days or such other period, as a greed 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.
- The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

- 7.1 A notice to be given under this easement 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.

If clause 7.1(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.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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Annexure Schedule 2

Easement Instrument

Dated

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of

Pages

Special Terms

- 8. The standard easement terms contained above must be read subject to any special easement terms set out below.
- 9. The definition of "Grantee" in 1.3 is deleted and replaced with the following.
 - "Grantee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes the Grantee's employees, agents, workmen, contractors and any member of the public.
- 10. The Grantee (not being a member of the public) has the right:
- 10.1 To mark the Easement Area as appropriate.
- 10.2 To erect and maintain stiles.
- 10.3 To erect and maintain signs informing the public:
- (a) of the location of land managed by the Crown and available for public access and recreation;
- (b) of their rights and responsibilities in relation to the Easement Area.
- (c) to use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clause 10.1 to 10.3.
- 11. In doing any of the matters specified in clause 2.1.1, the Grantee must take reasonable and proper care not to damage any property of the Grantor and must properly repair any such damage.
- 12. Clause 2.1.2 is deleted and replaced by the following.
 - The Grantor shall not obstruct the Easement Area by parked vehicles, deposit of materials or unreasonable impediment to the use of the Easement Area.
- 13. The Grantor will not request a contribution towards maintenance of the Easement Area for a period of 20 years from the date this document is executed. Following the end of this 20 year period the Grantee shall if requested by the Grantor contribute towards maintenance of the Easement Area to an extent which is consistent with wear and tear attributable to use of the route by the Grantee. The Grantee will not be asked to contribute any more than 25% of track maintenance expenditure on the Easement Area in any year.
- 14. Where gates are installed by the Grantor such gates must be no less than 3.6 metres in width and kept unlocked at all times unless otherwise agreed with the Grantee.
- 15. The wording of any signs will be as agreed between the Grantor and the Grantee.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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Appendix 8: Form of Easement to be Created

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Transfer Instrument

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1952

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Wgnho-136886 -- Appurtenant easement for management purposes. Version 5.1. 28 November 2002. Solicutor for the Transferee 26-5-03. CHCRO-46386. West Wanaka. a-b-c-d-e-g-h-i-j; b-x-y; n-o; j-i-m-h-p-q & p-r

Annexure Schedule

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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 [a-b-c-d-e-g-h-i-j; b-x-y; n-o; j-i-m-n-p-q & p-r on the Designations Plan] "[]" on Deposited Plan/S.O. Plan No [].
 - 1.2 "Dominant Land" means the land administered by the Department of Conservation and contained in Certificate of Title "[]".
 - 1.3 "Management Purposes" means:
 - the protection of a significant inherent value of the Dominant Land;
 - the management of the Dominant Land in a way that is ecologically sustainable.
 - 1.4 "Servient Land" means the land owned by the Transferor and described on page 1.
 - 1.5 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes the Transferee's tenants, agents, contractors and invitees; or any employee or contractor of the Director-General of Conservation.
 - 1.6 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

- 2.1 The Transferee has the right in common with the Transferor at any time to pass and re-pass over and along the Easement Area on foot, or on or accompanied by horses, dogs, or by motor vehicles, with or without machinery and implements of any kind or firearms, for Management Purposes associated with the Dominant Land.
- 2.2 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.

Exclusion of Implied Rights and Powers

3. 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 negatived.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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Annexure Schedule

Transfer Instrument Dated Page of Pages

Term

4. The easement created by this transfer is to be appurtenant to the Dominant Land in perpetuity.

Dispute Resolution

- 5.1 If a dispute arises between the Transferor and Transferee concerning the rights created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 5.2 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.
- 5.3 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.
- 5.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notices

- 6.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
 - (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party; or
 - (c) be sent by facsimile to the receiving party.
- 6.2 If clause 6.1(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.
- 6.3 If clause 6.1(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.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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RELEASED UNDER THE OFFICIAL INFORMATION ACT Annexure Schedule

Transfer Instrument

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Special Easement Terms

- 7. The standard easement terms contained above must be read subject to any special easement terms set out below.
- 8. The definition of "Transferee" in 1.5 is deleted and replaced with the following:

"Transferee", for purposes of clause 2.1 means Her Majesty the Queen acting by and through the Minister of Conservation and her employees, contractors, agents, and workmen only.

9. Clause 2.2 is deleted and replaced with the following.

The Transferor shall not obstruct the Easement Area by parked vehicles, deposit of materials or unreasonable impediment to the use of the Easement Area. Gates are not to be deemed an obstruction.

- 10. The Transferor will not request a contribution towards maintenance of the Easement Area for a period of 20 years from the date this document is executed. Following the end of this 20 year period the Transferee shall if requested by the Transferor contribute towards maintenance of the Easement Area to an extent which is consistent with wear and tear attributable to use of the route by the Transferee. The Transferee will not be asked to contribute any more than 25% of track maintenance expenditure on the Easement Area in any year.
- 11. In doing any of the matters specified in clause 2.1, the Transferee must take reasonable and proper care not to damage any property of the Transferor and must properly repair any such damage.
- 12. That in exercising the right in 2.1 above the Transferee shall take all reasonable care to avoid damage to the soil and vegetation and in particular will avoid using that easement when conditions such as softening during frost thaw render the Easement Area particularly vulnerable to damage.
- Where gates are installed by the Transferor such gates must be no less than 3.6 metres in width and kept them unlocked at all times except that the Transferor may lock up to two gates at or between points marked [] [marked "m" and "k" on the designations Plan].
- 14. The Transferee may install her own locks on the gates referred to in clause 13.
- 15. The Transferee must give the Transferor at least 12 hours notice of her intention to use motor vehicles on the Easement Area and will have regard to any reasonable requests by the Transferor. This clause does not apply in an emergency situation.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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Transfer Instrument	Dated		Page	of	Pages
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Witness (Signature)					
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Address					
Occupation					1
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All signing parties and either their witnesses or solicitors must sign or initial in this box.

Wgnho-136886 - Appurtenant easement for management purposes. Version 5.1. 28 November 2002. 26-5-03. CHCRO-46386. West Wanaka. a-b-c-d-e-g-h-i-j; b-x-y; n-o; j-i-m-n-p-q & p-r.

Appendix 9: Form of Easement to be Created

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Section 90, Land Transfer Act 1952
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ted this day of	
station . If the transfere	or grantee is to execute this transfer, include the attestation in an Annexure Schedule:
	Signed in my presence by the Transferor
	Signature of witness
*	Witness to complete in BLOCK letters (unless legibly printed)
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Wgnho-136899-Management Purposes Easement to Reserve — Version 5.1. 28 November for] the Transferee 28-5-03 CHCRO-46446 — West Wanaka a-b-c-d-e-g-h-i-j

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Annexure Schedule

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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 "[]" [marked a-b-c-d-e-g-h-i-j] on Deposited Plan/S.O. Plan No [].
 - "Dominant Land" means the land administered by the Department of Conservation and contained in Certificate of Title "[]".
 - 1.3 "Management Purposes" means:
 - the protection of a significant inherent value of the Dominant Land;
 - the management of the Dominant Land in a way that is ecologically sustainable.
 - 1.4 "Servient Land" means the land owned by the Transferor and described on page 1.
 - 1.5 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes the Transferee's tenants, agents, contractors and invitees; or any employee or contractor of the Director-General of Conservation.
 - 1.6 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

- 2.1 The Transferee has the right in common with the Transferor at any time to pass and re-pass over and a long the E asement A rea on foot, or on or a companied by horses, or by motor vehicles, with or without machinery and implements of any kind, with or without guns or dogs for Management Purposes associated with the Dominant Land.
- 2.2 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.

Exclusion of Implied Rights and Powers

3. 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 negatived.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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Term

4. The easement created by this transfer is to be appurtenant to the Dominant Land in perpetuity.

Dispute Resolution

- 5.1 If a dispute arises between the Transferor and Transferee concerning the rights created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 5.2 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.
- 5.3 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.
- 5.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notices

- 6.1 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.
- 6.2 If clause 6.1(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.

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6.3 If clause 6.1(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

- 7. The standard easement terms contained above must be read subject to any special easement terms set out below.
- 8. The definition of "Transferee" in 1.5 is deleted and replaced with the following:

"Transferee", for purposes of clause 2.1 means the Transferee's employees, contractors, agents, and workmen only.

9. Clause 2.2 is deleted and replaced with the following.

The Transferor shall not obstruct the Easement Area by parked vehicles, deposit of materials or unreasonable impediment to the use of the Easement Area. Gates are not to be deemed an obstruction.

- 10. The Transferor will not request a contribution towards maintenance of the Easement Area for a period of 20 years from the date this document is executed. Following the end of this 20 year period the Transferee shall if requested by the Transferor contribute towards maintenance of the Easement Area to an extent which is consistent with wear and tear attributable to use of the route by the Transferee. The Transferee will not be asked to contribute any more than 25% of track maintenance expenditure on the Easement Area in any year.
- 11. In doing any of the matters specified in clause 2.1, the Transferee must take reasonable and proper care not to damage any property of the Transferor and must properly repair any such damage.
- 12. That in exercising the right in 2.1 above the Transferee shall take all reasonable care to avoid damage to the soil and vegetation and in particular will avoid using that easement when conditions such as softening during frost thaw render the Easement Area particularly vulnerable to damage.
- 13. Any gates installed by the Transferor must be no less than 3.6 metres in width.
- 14. The Transferor may lock gates on the Easement Area and will allow the Transferee to place her own locks on these gates to allow for motor vehicle access for Management Purposes.
- 15. The Transferee must give the Transferor at least 12 hours notice of her intention to use motor vehicles on the Easement Area and will have regard to any reasonable requests by the Transferor. This clause does not apply in an emergency situation.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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All signing parties and either their witnesses or solicitors must sign or initial in this box.

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