

# **Crown Pastoral Land Tenure Review**

**Lease name: WEST WANAKA STATION**

**Lease number: PO 203**

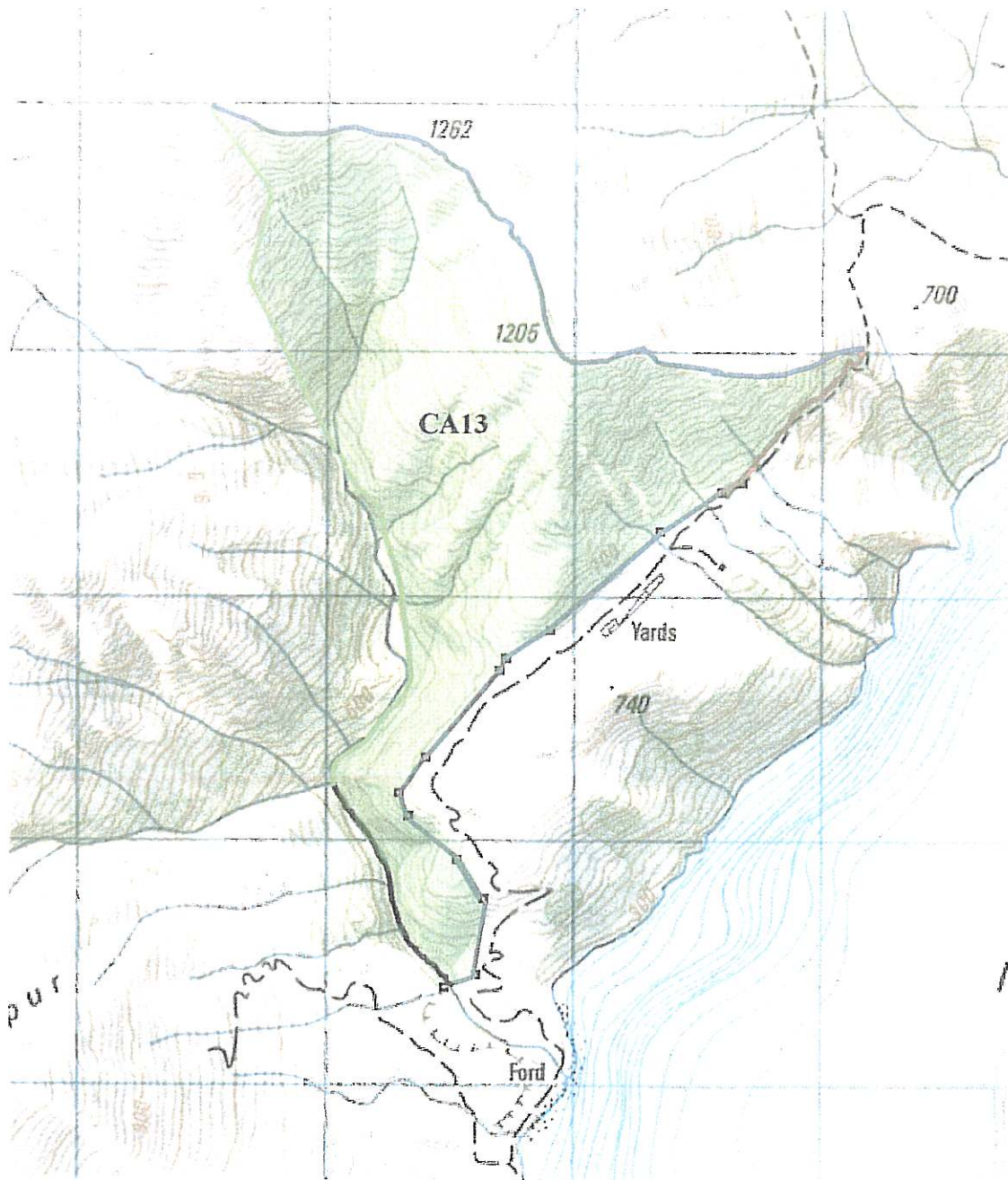
## **Substantive Proposal - Part 3**

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

**November**

**05**

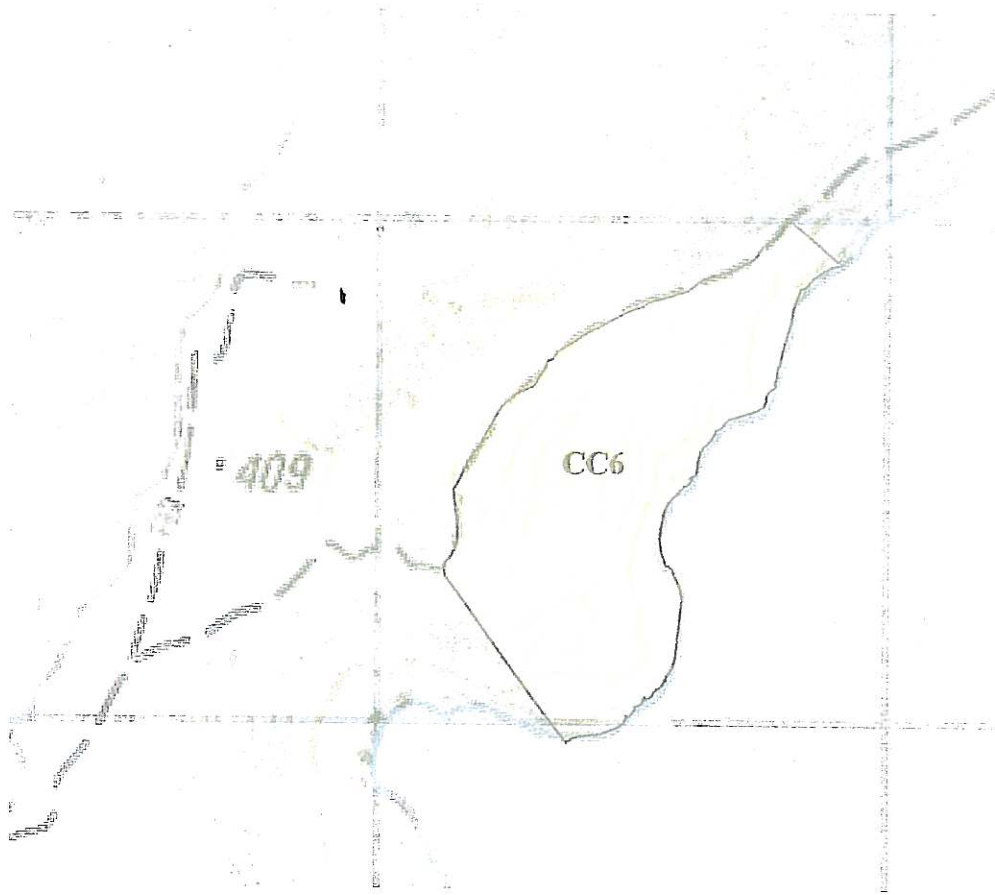
DETAILED PLAN N. CONSERVATION AREA CA13



- 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.

Handwritten notes and signatures in blue ink, including a north arrow and the initials 'VSC'.

DETAILED PLAN O. CONSERVATION COVENANT: CC6



*[Handwritten signatures and initials in blue ink]*  
A ✓  
2021

Appendix 4: Form of Easement to be Created

---

---

Handwritten marks and signatures in the bottom right corner, including a checkmark, the number 26, and the initials VSC.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Transfer Instrument  
Section 90, 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

Unique Identifier(s)      All/Part      Area/description of part or stratum  
or C/T(s)

--	--	--

Transferor *Surname(s) must be underlined*

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

Transferee *Surname(s) must be underlined*

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

Estate or Interest to be transferred, or easement(s) or *profit(s) à prendre* to be created  
State if fencing covenant imposed.

Public Access Easement to conservation area under section 7(2) of the Conservation Act 1987 (continued on pages 2, 3 and 4 of Annexure Schedule).

**Operative Clause**  
The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or *profit à prendre* is described above, that easement or *profit à prendre* is granted or created.

Dated this      day of

Attestation *If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule.*

Signature [common seal] of Transferor	<p>Signed in my presence by the Transferor</p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p><b>Witness name</b></p> <p><b>Occupation</b></p> <p><b>Address</b></p>
--	--

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Transferee

*Handwritten signatures and initials*

Annexure Schedule

Transfer Instrument                      Dated    Page                      of                      Pages

**Definitions**

1. In this transfer unless the context otherwise requires:
  - 1.1 "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.

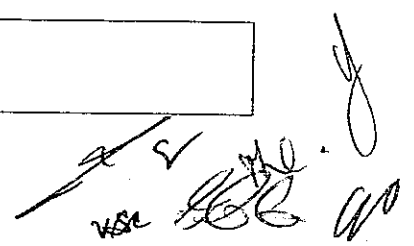
Exclusion of Implied Rights and Powers

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 negated.

Term

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.



Annexure Schedule

Transfer Instrument          Dated                                  Page          of          Pages

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

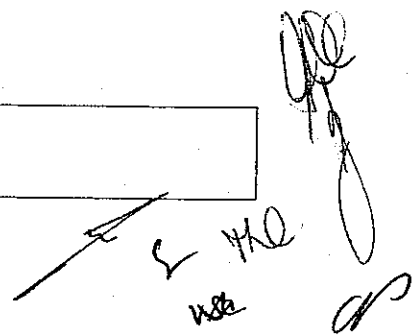
7.1 A notice to be given under this transfer by one party to the other is to be in writing and must:

- (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.



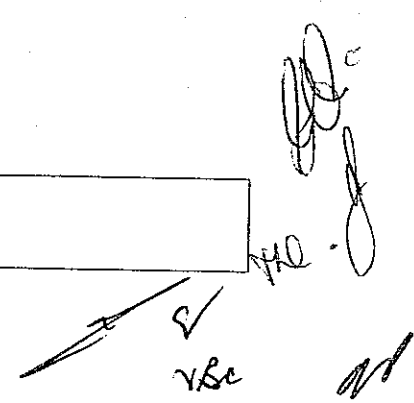
Annexure Schedule

Transfer Instrument                      Dated    Page                      of                      Pages

**Special Easement Terms**

- 8        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.





Annexure Schedule

Transfer Instrument          Dated                                  Page          of          Pages

**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.

*Handwritten marks and signatures:*  
A large handwritten signature or set of initials on the right side of the page.  
Below it, the word "VSC" is written.  
Other smaller handwritten marks and initials are present.

Appendix 5: Form of Easement to be Created

---

---

Handwritten signatures and initials in the bottom right corner, including the number 27.

Transfer Instrument

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Section 90, 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.

[Empty rectangular box]

Land Registration District

OTAGO

Unique Identifier(s) All/Part Area/description of part or stratum or C/T(s)

[Empty table with 3 columns]

Transferor Surname(s) must be underlined

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

Transferee Surname(s) must be underlined

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

Estate or Interest to be transferred, or easement(s) or profit(s) à prendre to be created State if fencing covenant imposed.

Public Access Easement to conservation area under section 7(2) of the Conservation Act 1987 (continued on pages 2, 3 and 4 of Annexure Schedule).

Operative Clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this day of

Attestation If the transferee 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)
Witness name
Occupation
Address
Signature [common seal] of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

[Signature box]

[Solicitor for] the Transferee

Handwritten signatures and initials

Annexure Schedule

Transfer Instrument                      Dated    Page                      of                      Pages

**Definitions**

1. In this transfer unless the context otherwise requires:
  - 1.1 "Easement Area" means those parts of the Servient Land being [10] metres wide 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 [                      ].
  - 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, 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.
- 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.

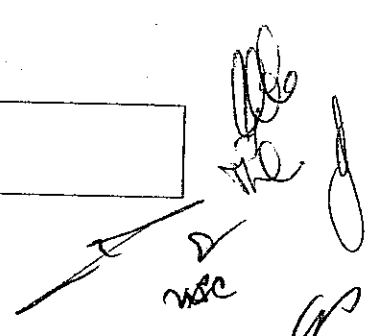
Exclusion of Implied Rights and Powers

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 negated.

Term

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.



Annexure Schedule

Transfer Instrument                      Dated    Page                      of                      Pages

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.

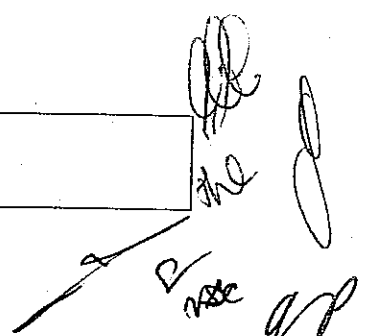
Dispute Resolution

- 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.



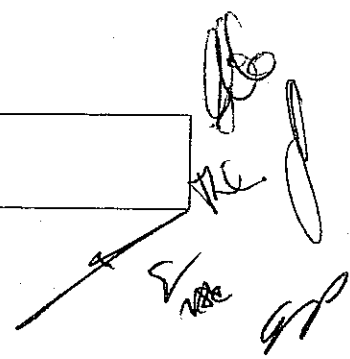
Annexure Schedule

Transfer Instrument                      Dated    Page                      of                      Pages

**Special Easement Terms**

- 8            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:  
              "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.



Annexure Schedule

Transfer Instrument                      Dated                                      Page                      of                      Pages

**Continuation of "Attestation"**

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

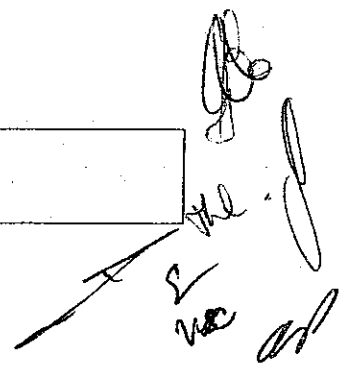
\_\_\_\_\_  
Witness (Signature)

Name \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

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



Appendix 6: Form of Easement to be Created

---

*[Handwritten signatures and initials]*



RELEASED UNDER THE OFFICIAL INFORMATION ACT

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.

Registration District

[Empty box for Registration District]

Unique Identifier(s) All/Part Area/description of part or stratum

[Empty table for Unique Identifier(s) details]

Transferor Surname(s) must be underlined

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

Transferee Surname(s) must be underlined

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

Interest to be transferred, or easement(s) or profit(s) à prendre to be created or if fencing covenant imposed.

Public Access Easement to reserve under section 12 of the Reserves Act 1977 (continued on pages 2, 3 and 4 of Annexure Schedule).

Declarative Clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Signed this day of

Attestation If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule.

Witness signature and name fields: Signed in my presence by the Transferor, Signature of witness, Witness to complete in BLOCK letters (unless legibly printed), Witness name, Occupation, Address.

Signature [common seal] Transferor

Verified correct for the purposes of the Land Transfer Act 1952

[Signature box for Solicitor for the Transferee]

[Solicitor for] the Transferee

Handwritten signatures and initials at the bottom right of the page.

Annexure Schedule

Transfer Instrument          Dated          Page          of          Pages

**Definitions**

- 1. In this transfer unless the context otherwise requires:
  - 1.1 "Easement Area" means those parts of the Servient Land <sup>between points</sup> ~~which~~ (are currently marked as za-zb and zd-ze on the Designations Plan) are 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 negated.

Term

- 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.

Handwritten signatures and initials, including a large signature and several smaller initials, are present in the bottom right corner of the page.

Annexure Schedule

Transfer Instrument          Dated                                  Page          of          Pages

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

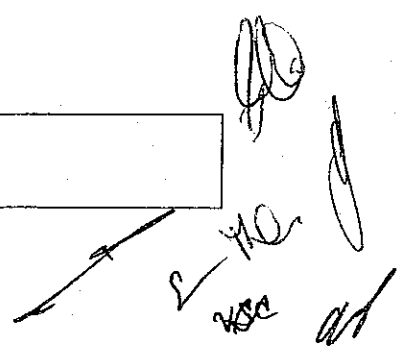
7.1 A notice to be given under this transfer by one party to the other is to be in writing and must:

- (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.



Annexure Schedule

Transfer Instrument          Dated                                  Page          of          Pages

**Special Easement Terms**

- 8.1 The standard easement terms contained above must be read subject to any special easement terms set out below.
- 8.2 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.

*[Handwritten signatures and initials]*

Annexure Schedule

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: \_\_\_\_\_ )

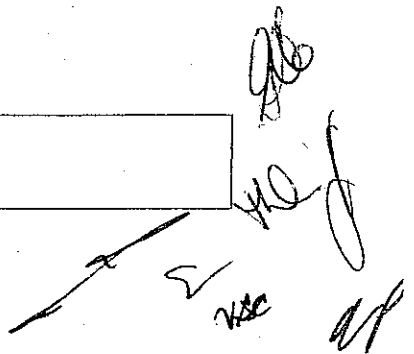
\_\_\_\_\_  
Witness (Signature)

Name \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

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



Appendix 7: Form of Easement to be Created

---

---

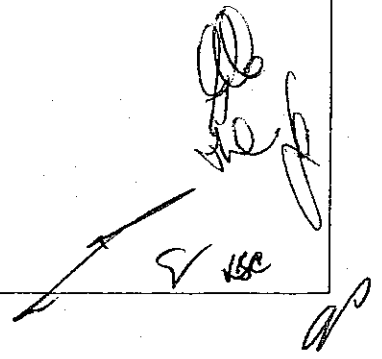
29  
[Handwritten signatures and initials]

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



Handwritten signatures and initials in the bottom right corner, including a large signature and the initials 'V' and '150'.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

here 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.

and Registration District

Whangarei

Grantor

Surname(s) must be underlined

RANT CLIFFORD COCHRANE AND JANET LESLEY COCHRANE by the COMMISSIONER OF CROWN LANDS, deemed owner pursuant to Section 80 Crown Pastoral Land Act 1998

Grantee

Surname(s) must be underlined

HER MAJESTY THE QUEEN, acting by and through the MINISTER OF CONSERVATION

Grant of easement or profit(s) à prendre or creation of covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with rights and powers or provisions set out in the Annexure Schedule(s).

Signed this 15 day of August 2003

Attestation

Signed by the Grantor  
acting under written delegation from the COMMISSIONER OF CROWN LANDS

Signed in my presence by the Grantor  
Signature of witness  
Witness to complete in BLOCK letters (unless legibly printed)  
Witness name  
Occupation  
Address

Signed by the Grantee and on behalf of HER MAJESTY THE QUEEN by the Minister of Conservation  
acting under a written delegation

Signed in my presence by the Grantee  
Signature of witness  
Witness to complete in BLOCK letters (unless legibly printed)  
Witness name  
Occupation  
Address

Witnessed and attested correct for the purposes of the Land Transfer Act 1952

[Signature]

[Solicitor for] the Grantee

[Handwritten signatures and scribbles]



Annexure Schedule 1

Easement Instrument Dated Page of Pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT in gross)
Right of Way		[To be inserted]	In Gross

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are [varied] [negated] [added to] or [substituted] by:

[Memorandum number \_\_\_\_\_ registered under section 155A of the Land Transfer Act 1952]

[the provisions set out in Annexure Schedule 2].

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

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:

- 1.1 "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.
- 1.4 "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**

- 3. 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.

Handwritten signatures and initials, including a large signature and several smaller initials, located in the bottom right corner of the page.

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 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**

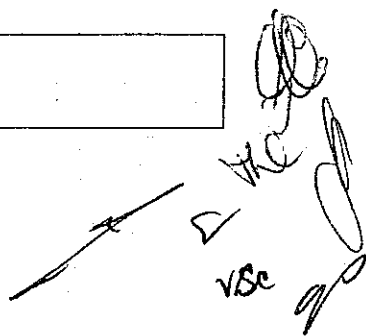
7.1 A notice to be given under this easement by one party to the other is to be in writing and must:

(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.



Annexure Schedule 2

Easement Instrument          Dated                                  Page          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; and

(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.

Appendix 8: Form of Easement to be Created

---

---

30  
[Handwritten signatures and initials]

RELEASED UNDER THE OFFICIAL INFORMATION ACT

here 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.

Registration District

[Empty box for Registration District]

Unique Identifier(s) All/Part Area/description of part or stratum

[Empty table for Unique Identifier(s), All/Part, Area/description of part or stratum]

Transferor Surname(s) must be underlined

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

Transferee Surname(s) must be underlined

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

estate interest to be transferred, or easement(s) or profit(s) à prendre to be created or if fencing covenant imposed.

Management Purposes Easement to conservation area granted under section 7(2) of the Conservation Act 1987 (continued on pages 2, 3 and 4 of Annexure Schedule).

Operative Clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, in easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this day of

Attestation If the transferee 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)

Witness name

Occupation

Address

In nature [common seal] of Transferor

Attested correct for the purposes of the Land Transfer Act 1952

[Empty box for attestation]

[Handwritten signatures and initials]

Annexure Schedule

Transfer Instrument                      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 [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 negated.

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

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

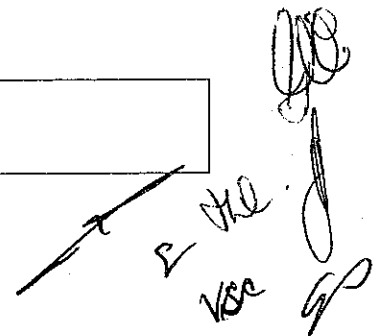
6.1        A notice to be given under this transfer by one party to the other is to be in writing and must:

- (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.





## Annexure Schedule

Transfer Instrument                      Dated                                      Page                      of                      Pages

**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.
13. 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.

*Handwritten signatures and initials:*  
 ✓ MO  
 [Signature]  
 [Signature]

RELEASED UNDER THE OFFICIAL INFORMATION ACT  
Annexure Schedule

Transfer Instrument          Dated                                  Page          of          Pages

**Continuation of "Attestation"**

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

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

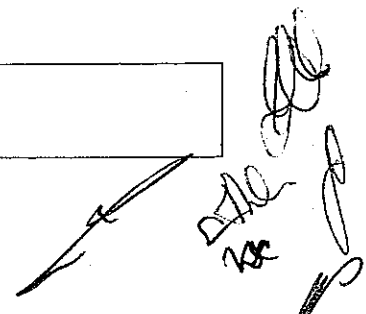
Name \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

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

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.



Handwritten signatures and initials in the bottom right corner, including a large signature and several initials.

Appendix 9: Form of Easement to be Created

---

---

*[Handwritten signature]*  
237  
KSC  
*[Handwritten signature]*

RELEASED UNDER THE OFFICIAL INFORMATION ACT

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.

Registration District

[Empty box for Registration District]

Unique Identifier(s) All/Part Area/description of part or stratum C/T(s)

[Empty table for Unique Identifier(s) All/Part Area/description of part or stratum C/T(s)]

Transferor Surname(s) must be underlined

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

Transferee Surname(s) must be underlined

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

State of interest to be transferred, or easement(s) or profit(s) à prendre to be created or if any other covenant imposed.

Management Purposes Easement to reserve granted under section 12 of the Reserves Act 1977 (continued on pages 2, 3 and 4 of Annexure Schedule).

Declarative Clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Signed this day of

Attestation If the transferee 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)
Witness name
Occupation
Address

Signature [common seal] Transferor

Verified correct for the purposes of the Land Transfer Act 1952

[Signature box]

[Handwritten signatures and notes]

Annexure Schedule

Transfer Instrument                      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 "[     ]" *[marked a-b-c-d-e-g-h-i-j]* 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, 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 negated.

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

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.

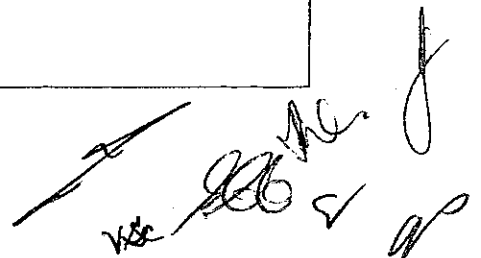
Notices

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
- (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.

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



Transfer Instrument                      Dated    Page                      of                      Pages

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.

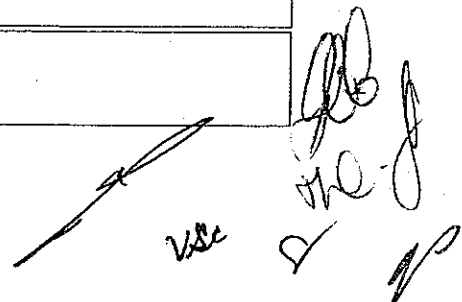
12.     That in exercising the right in 2.1 above the Transferee shall take all reasonable care to avoid damage to the soil and vegetation and in particular will avoid using that easement when conditions such as softening during frost thaw render the Easement Area particularly vulnerable to damage.

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.



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.

*[Handwritten signatures and initials in the bottom right corner]*