Application for an easement

You need written consent for an easement on Crown pastoral land.

An easement is a right agreed between a landowner and another party to use a property for a particular purpose. It can be registered against the property’s title. Easements are often sought for activities such as new pipelines, electricity supply transmission lines, or to establish rights of way.

To apply for an easement, complete this form.

Please check you have provided:

* your details
* details about the property
* details about the proposed easement
* details about your proposed easement’s location, including a map
* a description of any potential effects of the proposed activity on inherent values (see the [Inherent values framework](https://www.linz.govt.nz/resources/guide/inherent-values-framework))
* evidence of the relevant lessee or licensee’s consent or an explanation of why agreement could not be reached
* information on your skills, experience, and financial position

You must provide enough information to allow the Commissioner of Crown Lands (the Commissioner) to decide on your application. To avoid delays, we recommend providing as much information as possible. The Commissioner will contact you in writing if more information is required and place your application on hold. This written request will ask you to provide the required information within a certain timeframe. If the Commissioner cannot get the required information within that timeframe, your application may be declined.

We will also need to see details of your draft Deed of Easement (we have included a template below which sets out the required content), and receive an application fee (see the [LINZ website](https://www.linz.govt.nz/guidance/crown-property/using-crown-property/leases-and-licences/discretionary-pastoral-activities) for up-to-date fees). We will send you an invoice for the application fee when we receive your application. Please make payment promptly to avoid any unnecessary delays.

As part of processing your application, your form and supporting information may be shared with other parties. More information on this process can be found at the back of this form.

If you have any questions about what is required, email your Portfolio Manager or pastoral@linz.govt.nz

Please send your completed form and any supporting information to your Portfolio Manager. If you do not know who your Portfolio Manager is, send it to pastoral@linz.govt.nz

You can also send it by post to:

Pastoral team

Toitū Te Whenua Land Information New Zealand

Private Bag 4721

Christchurch 8140

Further information on the decision-making process can be found at the back of this form. We recommend you read this section carefully before submitting your application.

Your details

Your full name

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| Click or tap here to enter text. |

Your address

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| Click or tap here to enter text. |

Your phone number Your email address

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| Click or tap here to enter text. | Click or tap here to enter text. |

Applicant’s details

The person or organisation applying for the easement. This could be an individual, the name of an organisation, or a trust. Include all parties if there are more than one.

You must append evidence of any organisation’s legal status, such as a Certificate of Incorporation and Constitution, evidence of company registration, or a copy of a Trust Deed.

*You may skip this section if these details are the same as the above.*

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| Click or tap here to enter text. |

Details of the directors(s), shareholder(s), or trustees of the applicant (please specify)

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| Click or tap here to enter text. |

Their address for service

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| Click or tap here to enter text. |

Their phone number Their email address

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| Click or tap here to enter text. | Click or tap here to enter text. |

Demonstrate how the applicant is capable and has the financial resources and ability to carry out the proposed easement activity and meet their obligations under the easement if it is granted. Note any assets, liabilities, cash, seasonal finance limits, credit references, character references and other supporting information in your description. Please attach evidence.

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| Click or tap here to enter text. |

Property details

Name of the lease(s) or licence(s) where the activity will take place

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| Click or tap here to enter text. |

Name of the lessee(s) or licensee(s)

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| Click or tap here to enter text. |

Address

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| Click or tap here to enter text. |

If you have the lessee or licensee’s written permission for this easement, please attach evidence of this permission to your application. If you cannot obtain this permission, please attach an explanation for why agreement could not be reached.

Do you have this permission, and written evidence of it? (Circle one)

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| Yes. Please attach a signed copy of the lessee/licensee consent form for each affected lease or licence. | No. Please attach an explanation for why agreement was not reached.  |

Authorisation

By signing this form, you confirm that:

* you have the authority to make this application,
* you have the permission of the lessee(s) or licensee(s) to undertake this activity OR you have provided an explanation for why agreement could not be reached,
* you acknowledge that this application may be shared, and
* this application is accurate and complete to the best of your knowledge.

Signature Date

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|  | Click or tap here to enter text. |

Details of the proposed easement

Describe the easement you are proposing. Include detailed information on site preparations such as levelling or spraying and the method(s) you will use for any activities.

Note any third-party involvement and detail your post-activity management plan describing how you will manage the area after the activity.

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| Click or tap here to enter text. |

Site details

Describe the site(s) where you propose the easement. Include information on the land (for example contour, aspect, and altitude), vegetation and ground cover, and any waterway crossings at the site(s).

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| Click or tap here to enter text. |

Include a map with your application that shows the easement’s size, scale, area and location in relation to:

* roads and tracks
* lease/licence boundaries
* neighbouring properties
* watercourses
* wetlands
* existing structures and buildings
* historic sites
* inherent values
* identified sites of cultural significance
* other relevant features of the surrounding environment

Your map can be a detailed sketch, plan, topographic map, or aerial photograph. You can request a topographic map from pastoral@linz.govt.nz.

Purpose of the easement

Describe your objectives and the purpose(s) of the easement. Include in your description an explanation for why the proposed easement is necessary to achieve your objectives.

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| Click or tap here to enter text. |

Easement details

What is the proposed duration of the easement? Include the proposed start and end dates in your answer.

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| Click or tap here to enter text. |

What structures / equipment are required for the construction, operation or maintenance of the easement?

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| Click or tap here to enter text. |

Are you seeking to register the easement against the title? Why/why not?

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| Click or tap here to enter text. |

If granted, will the easement disturb the soil? Explain how, the level of impact, and any mitigations.

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| Click or tap here to enter text. |

If granted, what is the potential impact of the activity on the current and future use of the land? How will you mitigate this?

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| Click or tap here to enter text. |

If granted, how will this impact on the value of the affected lease or licence? Note, you may be liable for compensation to the lessee/licensee to account for any impact on land use or value of the lease/licence.

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| Click or tap here to enter text. |

Do you need any resource consents or permits?

Describe any resources consents or permits you need to undertake the activity, such as a consent to disturb the soil. Note whether you have already obtained these consents or permits, or explain your plan or the process required to obtain them.

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| Click or tap here to enter text. |

Inherent values and Crown pastoral land outcomes

When deciding whether to consent to the easement, the Crown must give effect to the Crown Pastoral Land Act’s [outcomes](https://www.legislation.govt.nz/act/public/1998/0065/latest/whole.html#DLM426989). These outcomes, set out in section 4 of the Crown Pastoral Land Act 1998, are:

* maintaining or enhancing [inherent values](https://www.linz.govt.nz/resources/guide/inherent-values-framework) across the Crown pastoral estate for present and future generations, while providing for ongoing pastoral farming of pastoral land;
* supporting the Crown in its relationships with Māori under Te Tiriti o Waitangi/The Treaty of Waitangi; and
* enabling the Crown to get a fair return on its ownership interest in pastoral land.

Please describe:

* Your view on the extent to which the proposed easement achieves these outcomes
* Any known inherent values, how this easement may impact on these inherent values, the actions you propose to take to avoid, remedy or mitigate any adverse effects, and how any adverse effects will be monitored if your easement is granted and by whom

*See further information on inherent values at the back of this form.*

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| Click or tap here to enter text. |

Is there any other relevant information that we should consider with your application?

For example, any further context for the activity that you would like to share.

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| Click or tap here to enter text. |

Draft Deed of Easement

Please include a copy of your draft Deed of Easement with your application form. This section sets out the content that must be included in your draft Deed.

**Terms of easement as required by the Commissioner of Crown Lands**

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| **Suggested Clause** | **Information required** |
| Parties | (a) Grantor: the Commissioner of Crown Lands, under the Land Act 1948 (b) Grantee: [name, address, occupation] |
| Background | (a) Explain the nature and purpose of the easement. (b) State that the grantor has agreed to grant the easement on the terms and conditions stated in this document. |
| Terms and Definitions | The following terms must be defined: (a) commencement date; (b) deed; (c) easement land, with reference to an attached location plan that clearly identifies the easement (d) grantee, to include servants, agents, employees, workers and contractors, and any licensee, lessee, or tenant of the grantee; (e) grantor's land; and (f) lessee. |
| Construction clause | A statement of the terms of construction of the deed, such as details on what references to sections, clauses or schedules mean, or how headings are to be interpreted when reading the document. |
| Rights granted | (a) Specify the rights granted, and the term of the easement and its expiry date. (b) State whether the easement is in gross or appurtenant, and, if appurtenant, provide a legal description of appurtenant land. |
| Consideration | State: (a) the amount payable to the grantor for granting the easement, including any provisions for review of that amount, and (b) that the grantee will meet the obligations imposed by the deed. |
| Compensation to lessee | If the lessee or licensee has accepted a payment from the grantee in lieu of compensation under s 60(1) of the Land Act, a statement to the following effect must be included: 'The grantee has entered into an agreement with the lessee, which states that: (a) the lessee has received a payment from the grantee and acknowledges that the payment is in lieu of any compensation under section 60(1) of the Land Act 1948, and (b) the lessee waives their entitlement to any compensation |
| Costs | State that the grantee bears all costs for preparation and registration of the deed and for the installation of structures needed in order to exercise the rights created by easement. |
| Obligations on the grantee | List any conditions that the grantee is obliged to fulfil. The following are examples of such conditions:(a) Only vehicles of a type permitted by the grantor are allowed on the easement land. (b) The grantee must take reasonable precautions to guard against danger on the easement land. (c) If the grantee causes any damage or disturbance to the surface of the easement land as a result of activities permitted by deed, it must be restored to its former condition. (d) The grantee must repair any damage to roads, fences, gates, drains, buildings or other structures that is caused by use of the easement. (e) There must be no obstruction of the grantor or their agents, employees and contractors. (f) The grantee must comply with statutes and regulations. |
| Maintenance of access | State that it is the responsibility of the grantee to maintain at their own expense any access road required for permitted activities. The grantor may decide on the necessary standard of maintenance and repair. |
| Removal of structures | State that the grantor may remove any structures (to be described) installed on the easement by the grantee at the end of the term of the easement in order to restore the land to its pre-easement condition. Costs of removal may be recovered from the grantee. |
| Covenants, rights and powers | The easement document must identify the proposed exclusions, variations or additions, if any, to: (a) the covenants implied in Schedule 5 of the Property Law Act 2007, and (b) the rights and powers implied in Schedule 4 of the Land Transfer Regulations 2002. |
| 13. Indemnity | A statement incorporating the following terms must be included: 'The grantee hereby indemnifies the owner or lessee of the land against any loss, claim, damage, costs, expense, liability, or proceeding suffered or incurred at any time by the grantor or lessee in connection with this deed or as a direct result of the exercise of rights by the person granted the easement, or any breach by that person of their obligations, undertakings or warrantees contained or implied by this deed.' |
| 14. Exclusion of grantor's liability | A statement incorporating the following terms must be included: 'The grantor holds no liability in contract, tort, or otherwise in relation to any aspect of this deed. This exclusion of liability extends to consequential loss, anything arising directly or indirectly from the deed, and any activity of the grantor on the grantor's land.' |
| 15. Termination | There must be a clause providing the grantor with the option to terminate the deed by giving a stated period of notice. |
| 16. Registration | A statement to the following effect must be included: 'The deed, or a transfer instrument incorporating the terms of the deed may be registered and both parties will do all things necessary to enable registration.' |
| 17. Grantor's rights of delegation | A statement incorporating the following terms must be included: 'The grantor may delegate all or any rights, benefits and obligations conferred by this deed; provided that the exercise of any such rights, benefits or obligations by that person shall not limit the liability of the grantor in the performance or observance of the provisions of this deed.' |
| 18. Disputes | There must be a clause which provides for resolution of any dispute. This clause must refer to the opportunity to apply for a rehearing under section 17 of the Land Act 1948. |
| 19. Notices | A provision setting how notices are to be given between the parties to the easement, including notice period, and form of service or delivery. |
| 20. Severability of clauses | There must be a clause which has the effect that, if any part of the deed of easement is held to be illegal, void, or unenforceable, this will not impair the enforceability of the remaining parts of the deed which remain in full force. |
| Any other clauses | Under this heading, list any other clauses required by the Commissioner of Crown Lands. |
| Attestation clause | This must provide for: (a) the signature of the Commissioner of Crown Lands and a witness, and (b) the grantee and a witness. (execution by grantee to be in accordance with s 9 of the Property Law Act 2007). |

Further information

We will process your application as quickly as possible. The time it takes will depend on the circumstances of your application.

The consent of the lessee or licensee is not required by the Commissioner when deciding on an easement application. However, we recommend that you discuss your application with the affected parties prior to submitting your application, and where possible reach an arrangement prior to applying to the Commissioner. The lessee may be entitled to compensation which is set by the Commissioner and paid by the applicant.

We must notify the lessee/licensee of your application as soon as practical after it is received. The notification will include a copy of your application and information on their right to negotiate with you regarding any compensation.

The Commissioner must consult with the Director-General of Conservation and iwi with interests in the area before deciding on your application. This is to identify any inherent values at the site and their relative importance. It may include a site visit. Please advise us if there is sensitive information in your application that you would like withheld from these parties under the Official Information Act 1982 or Privacy Act 2020.

If your request is granted, you must read your easement terms carefully. Any grant or reservation of a right of way or other easement may have conditions, restrictions, or covenants set by the Commissioner. The Commissioner must monitor whether the conditions set out in your easement are complied with.

If you do not provide sufficient information for the Commissioner to assess your application, the Commissioner will request the required information in writing within a timeframe set out in the written request. Under these circumstances, your application will be put on hold. If you do not provide the required information within the requested timeframe, the Commissioner may choose to decline your application.

Natural resources and inherent values

This form asks you about the natural resources of the land, and the inherent values of those resources. [Inherent values](https://www.linz.govt.nz/resources/guide/inherent-values-framework) are a natural resource’s ecological, landscape, cultural, heritage, or scientific values. Natural resources include any:

* plants and animals
* air, water, or soil in which plants or animals may live
* landscape and landforms
* geological features
* ecosystems

Other things to be aware of when making this application

A summary of most decisions made by the Commissioner will be published on the Toitū Te Whenua Land Information New Zealand website. Please advise us if there is sensitive information in your application that you would like withheld from publication under the Official Information Act 1982 or Privacy Act 2020.

The Commissioner must consider Crown Pastoral Land Act 1998 [outcomes](https://www.legislation.govt.nz/act/public/1998/0065/latest/whole.html#DLM426989) and Land Act 1948 [criteria](https://www.legislation.govt.nz/act/public/1948/0064/latest/whole.html#DLM251729) when making a decision. You may wish to reference these in your application.

Key documents

We have created guides to [help you navigate changes to the Crown Pastoral Land Act 1998](https://www.linz.govt.nz/guidance/crown-property/using-crown-property/leases-and-licences/discretionary-pastoral-activities/helping-you-navigate-changes-cpla).

You can apply for permission for other activities by completing the correct [application form](https://www.linz.govt.nz/guidance/crown-property/using-crown-property/leases-and-licences/discretionary-pastoral-activities).

You may also find the [standard for purchase, alienation, and administration of Crown land](https://www.linz.govt.nz/resources/regulatory/standard-purchase-alienation-and-administration-crown-land-linzs45002) useful.