

TRANSFER –Appurtenant Right of Way Easement for Foot, Horses and Non-Motorised
Vehicles Powered by a Person Access

Land Transfer Act 1952



TRANSFER
Land Transfer Act 1952

DRAFT

Eastburn DOC 1



If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

OTAGO

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

Transferor Sumames must be underlined or in CAPITALS

COMMISSIONER OF CROWN LANDS

Transferee Sumames must be underlined or in CAPITALS

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

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

Easement of right of way pursuant to section 7(2) Conservation Act 1987 for foot, horses and non-motorised vehicles powered by a person access (continued on pages 1, 2 and 3 annexure schedule)

Consideration

The various considerations set out in a substantive proposal accepted under the Crown Pastoral Land Act 1998 on the day of 200

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this day of 200

Attestation

Signed by the Commissioner of Crown Lands

Signed in my presence by the Transferor
Signature of Witness

(continued on page 3 annexure schedule)
Witness to complete in **BLOCK** letters
(unless typewritten or legibly stamped)

Witness name

Occupation

Address

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

Definition

1. In this transfer unless the context otherwise requires:
 - 1.1 "Easement Area" means that part of the Servient Land which 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 employees, tenants, agents, workmen, licensees 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 TermsAccess

- 2.1 The Transferee has the right in common with the Transferor to pass and re-pass over and along the Easement Area on foot, or on or accompanied by horses, or by non-motorised vehicle powered by a person or persons at any time.
- 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 Schedules

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

Term

4. The Easement created by this transfer is to be in perpetuity.

Temporary Suspension

5. The Transferee may close all or part of the Easement Area and suspend public access to it in the case of an easement:

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

Annexure Schedule



Insert below with
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

Page

2

of

3

Pages

- (a) under section 7 of the Conservation Act 1987 if reasons of public safety or emergency require closure, or otherwise in accordance with the provisions of section 13 of the Conservation Act 1987;
- (b) under section 12 of the Reserves Act 1977 if it is necessary for the protection and wellbeing of the Easement Area, or for the protection and control of the public.

Dispute

- 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 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.
- 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.

Obligations of Transferee

- 8. In doing any of the matters specified in clause 2, the Transferee:
 - 8.1 Must take all reasonable steps on, in, or immediately adjacent to the Easement Area to repair and maintain the Easement Area to a standard suitable for pedestrian access.
 - 8.2 Must take reasonable and proper care not to damage any property of the Transferor and must properly repair any such damage.
 - 8.3 Must at all times maintain proper supervision and control of all work on or over or immediately adjacent to the Easement Area.

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Annexure Schedule



Insert by
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Page

3

of

3

Pages

- 8.4 Must bear the cost of all work on and over and immediately adjacent to the Easement Area.
- 8.5 Must, upon completion of any work on or over or immediately adjacent to the Easement Area, restore the surface as nearly as possible to its former condition.

Special Easement Terms

- 9. The Transferee has the right:
 - 9.1 To mark the Easement Area as appropriate.
 - 9.2 To erect and maintain stiles.
 - 9.3 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.
 - 9.4 To use whatever reasonable means of access she thinks fit over the Easement Area.
- 10. The Transferor must install gates no less than 1 metre in width and keep the gates unlocked at all times unless otherwise agreed with the Transferee at points "A", "B", "C" and "D" on the attached plan.

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

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Approved by Registrar-General
of Land under No. 1995/1004EF

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TRANSFER

Land Transfer Act 1952

Law Firm Acting
Solicitor Department of Conservation Dunedin

Auckland District Law Society
REF: 4135 /4

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