

# **TRANSFER GRANT OF APPURTENANT EASEMENT**

1. Public Access to Conservation Area
2. Vehicles for Management Purposes

**Land Transfer Act 1952**

This page does not form part of the Transfer.

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

Canterbury



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

To be advised All

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 and Management Purposes Easement to conservation area granted by 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.

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] of Transferor

Certified correct for the purposes of the Land Transfer Act 1952



[Solicitor for] the Transferee

## 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 [ ] metres wide 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 "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, for purposes of clause 2.1, includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public; but for the purposes of clause 2.2 means the Transferee's tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation only.
  - 1.6 "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. The Transferee has the right:
  - 2.1 In common with the Transferor to pass and re-pass at any time over and along the Easement Area marked a-b, on foot, or by non-motorised vehicle powered by a person or persons for the purpose of obtaining access to the Dominant Land.
  - 2.2 To pass and re-pass at any time over and along the Easement Area marked a-b, on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, for Management Purposes associated with the Dominant Land. In accessing the Easement Area pursuant to this clause the Transferee will take all practical steps to advise the Transferor in advance of its intended use.
3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor

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

## Annexure Schedule

Transfer Instrument                      Dated    Page                      of                      Pages

### Exclusion of Implied Rights and Powers

4. 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

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

### Temporary Suspension

6. The Transferee 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

- 7.1 If a dispute arises between the Transferor and Transferee concerning the rights management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 7.2 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.
- 7.3 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.
- 7.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

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## Annexure Schedule

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### Notice

- 8.1 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.
- 8.2 If clause 8.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 8.3 If clause 8.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

### **Special Easement Terms**

9. The standard easement terms contained above must be read subject to any special easement terms set out below. 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 the 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 to carry out the works in clauses 9.1 to 9.3.
- 10 The Transferee shall not take or allow dogs to enter the Easement Area without the consent of the Transferor.

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**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 \_\_\_\_\_

*Footnote: In substitution of the SO Plan (which has yet to be prepared), the proposed easement described in clause 1 is marked on the Plan.*

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