

Appurtenant easement for Purposes of Public Access and management Purposes under s.7 (2)
Conservation Act. WGNO 5691 version 2

Peak Hill DOC/Public CHCCO-27688 01/06/01

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
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

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

Transferor Surnames must be underlined

COMMISSIONER OF CROWN LANDS

Transferee Surnames must be underlined

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.*

Appurtenant easement under section 7(2) Conservation Act 1987 for:

1. Foot;
2. Motor vehicles and machinery access for Management Purposes (continued on pages 1 and 2 Annexure).

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 TRANSFEEE all the transferor's estate and interest 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 _____ acting Under written delegation from the Commissioner of Crown Lands	Signed in my presence by the Transferor Signature of Witness	(continued on page 4 annexure schedule)
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)	
Signature, or common seal of Transferor	Witness name	
	Occupation	
	Address	

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Annexure Schedule

TRANSFER

Dated

Page

2

of

4

Pages

Definition

1. In this transfer unless the context otherwise requires:
 - 1.1 "Easement Area" means that part of the Servient Land which is marked "A" and "B" on Deposited Plan/S. (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 the purposes of clause 2.1, includes the Transferee's employee's, tenants, agents, workmen, licensees and a member of the public; but for the purposes of clause 2.2 means the Transferee's employees, tenants, agents, workmen, licensees and invitees 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 over and along the Easement Area marked A and on foot, at any time, for the purpose of obtaining access to the Dominant Land.
 - 2.2 To pass and re-pass over and along the Easement Area marked A 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.
 - 2.3 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.

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 is to be appurtenant to the Dominant Land in perpetuity.

Temporary Suspension

5. The Transferee may close all or a part of the Easement Area and suspend public access to it 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.

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

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.

Special Terms

- 8. The Transferee 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:
(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.
8.4 To use whatever reasonable means of access she thinks fit over the Easement Area to carryout the works in clause 8.1 to 8.3

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 is yet to be prepared), the proposed easement described in clause 1 is shown marked pink and red on the plan.

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