

# 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)  
or C/T(s)

All/Part

Area/description of part or stratum

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 Director-General 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 in Gross granted under section 8 of the New Zealand Walkways Act 1990 (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

[Solicitor for] the Transferee

## Annexure Schedule

Transfer Instrument                      Dated    Page                      of                      Pages

### Definitions

1. In this transfer unless the context otherwise requires:
  - 1.1 "Controlling authority" means the controlling authority of the walkway appointed by the Minister of Conservation under section 11 of the New Zealand Walkways Act 1990.
  - 1.2 "Servient Land" means the land owned by the Transferor and described on page 1.
  - 1.3 "Transferee" means Her Majesty the Queen acting by and through the Director-General of Conservation and includes the Transferee's employees, tenants, agents, contractors, licensees; and any member of the public.
  - 1.4 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.
  - 1.5 "Walkway" means that part of the Servient Land being [ ] metres wide which is marked "[ ]" on S.O. Plan No [ ].

### 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 Walkway on foot.
- 2.2 The Transferee may, for purposes only of carrying out work required for developing, improving or maintaining the Walkway or any extension, addition to or continuation of the Walkway, proceed along the Walkway by vehicular or other means of transport.

#### Obligations of Transferee

- 3.1 The Transferee will repair any damage to the Walkway which may be caused by the negligent or improper exercise of any right or power conferred on the Transferee by this Easement.
- 3.2 The Transferee may improve the Walkway in any manner which the Transferee considers appropriate.
- 3.3 The Transferee will at all times use her best endeavours to keep the Walkway clean, tidy and free from all debris, rubbish, plants, pests, dry vegetation and other unsightly, offensive or inflammable matter.
- 3.4 The Transferee may erect and display suitable signs and warning notices and do all things necessary to protect the safety of the public and the property 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

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

5. The easement created by this transfer is to be in perpetuity.

### Temporary Suspension

6. The Controlling authority (or deemed Controlling authority) of the Walkway may close all or part of the Walkway if reasons of public safety or emergency require closure, or otherwise in accordance with the provisions of section 28 of the New Zealand Walkways Act 1990.

### Dispute Resolution

- 7.1 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.
- 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.

### 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; or
  - (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.

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

## Annexure Schedule

Transfer Instrument                      Dated    Page                      of                      Pages

### General

9.1 The Transferor is under no obligation or liability to contribute to the cost of maintenance, repair, construction, or reconstruction of the Walkway.

### **Special Easement Terms**

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

11 The Transferee at her own cost will erect:

11.1 Appropriately designed stiles across fencelines where required;

11.2 Signs relating to conditions of use of the Walkway at entry points to the Walkway and positions to be agreed upon by the parties.

11.3 The Transferee will ensure that the Walkway is closed whenever major rabbit poisoning operations are being carried out on surrounding or adjacent land of the Transferor for the period of such operations.

### **Continuation of "Attestation"**

Signed for and on behalf of    )  
Her Majesty the Queen by    )  
Jeffrey Edward Connell    )  
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.**