

Crown Pastoral Land Tenure Review

Lease name: GLEN DENE

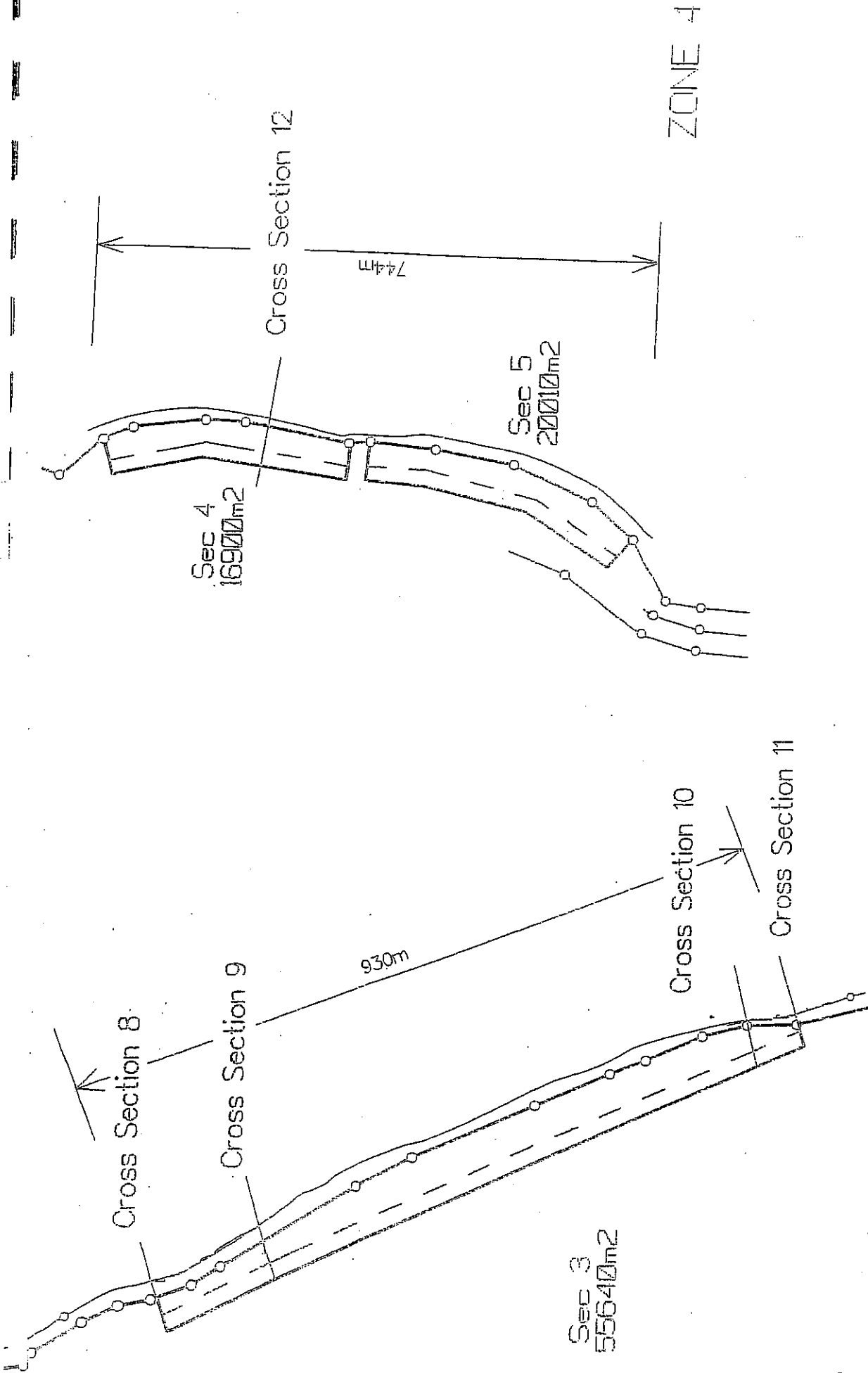
Lease number: Po 136

Substantive Proposal - Part 3

The report attached is released under the Official Information Act 1982.

June

06



ZONE 3

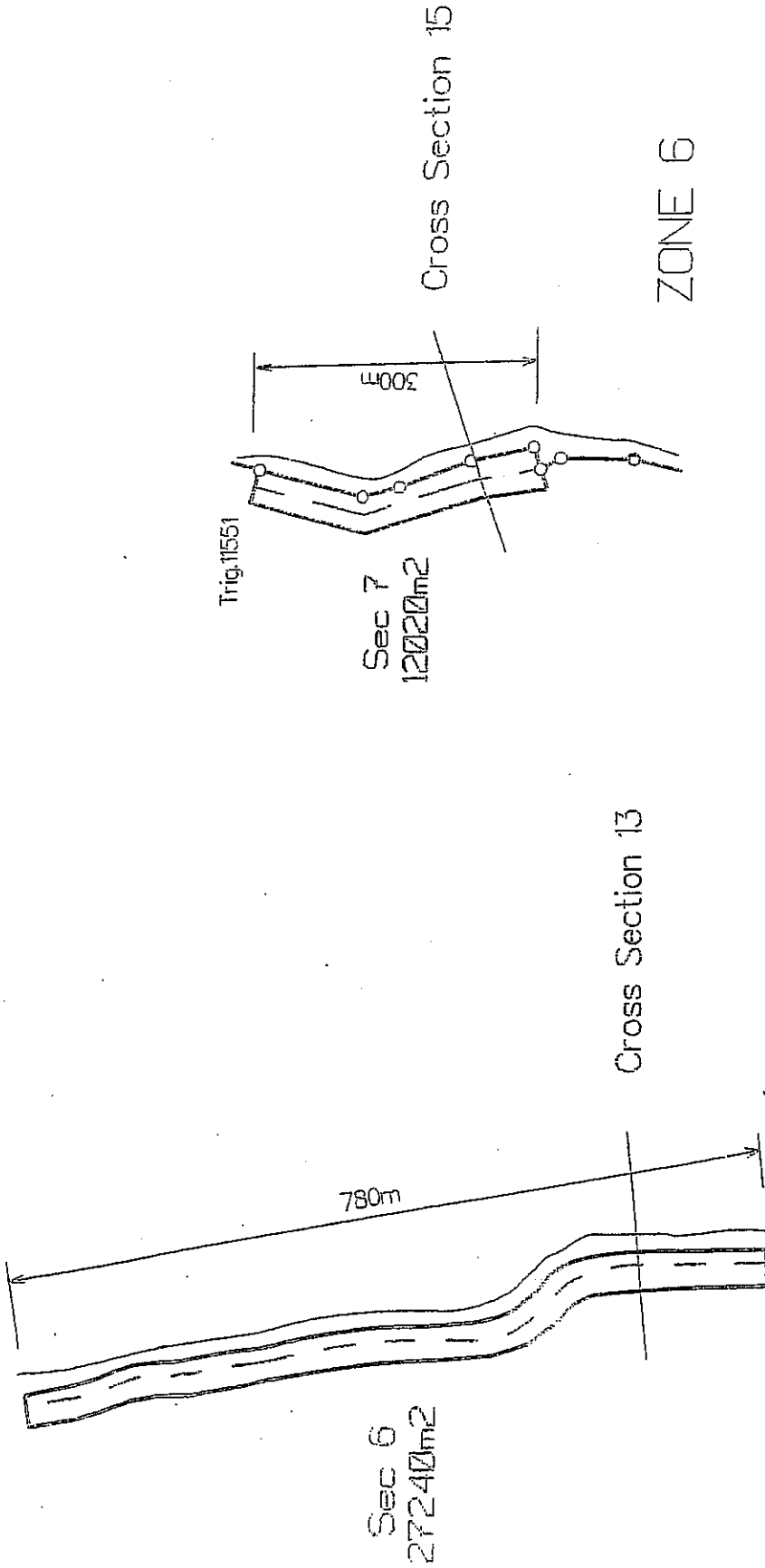
ZONE 4

Note: Areas and dimensions are subject to final survey

REP.

Job Title: Lake Hawea - Gen Dene Additional Drawing Title: Maximum erosion levels (MEL's)	Design: Drawn: SM Capoen Checked: Approved: Date: 1.11.2007	Scales: Horizontal: 1:5000	Revision:
		Job No.: 03180	Drawing No.:

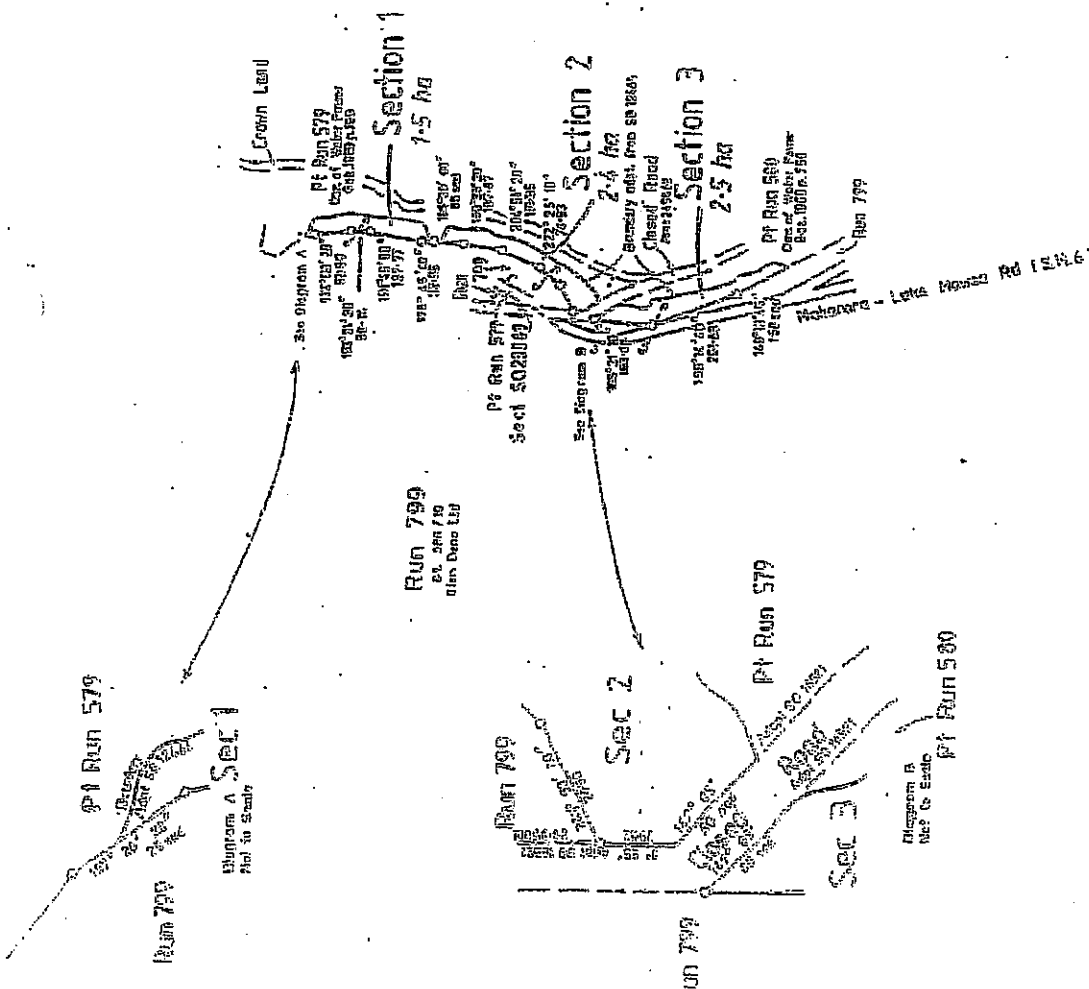
Survey Services Ltd
 Consulting Land Surveyors
 15 Macfarlane Street, Box 55,
 P.O. Box 801, Dunedin
 Phone (03) 477 1223 Fax (03) 477 1227



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Note : Areas and dimensions are subject to final survey

Job Title Lake Hawea - Gen Dene Additional	Drawing Title Maximum erosion levels (MEL's)	Scales Horizontal: 1:5000	Revision 07.03.00
Survey Services Ltd Consulting Land Surveyors 1st floor, 100, Victoria Road, Hamilton, N.Z.		Drawing No.	



Bearings and Distances adopted from
SD 24524 unless otherwise shown
Refer to Sheet 12 of 27 S.O. 24524

BATHING: Scientific 0869
CIRCUIT: Linda Peak
Connections to Yarns of Paula Wright
790 000000 and 300 000000

Total Area
Comprised in

1. Section 30202
Approved Survey and better of record available records for all
any not as a registered survey shown in sheets 20 of the Survey Act
1957 Act by 1977. Not All the land from which the survey is
by an or under my direction. Not with plan and survey no shown
have been made in accordance with the Survey Regulations 1977 or
regulations made in accordance therewith.

Area of Section 1234 1234 1234
of 1234 1234 1234
Run 567 890 1234 567 890 1234
Section 1234 567 890 1234 567 890 1234
Section 1234 567 890 1234 567 890 1234

Approved as to Survey
15/12/77
19/1/77
30 24524

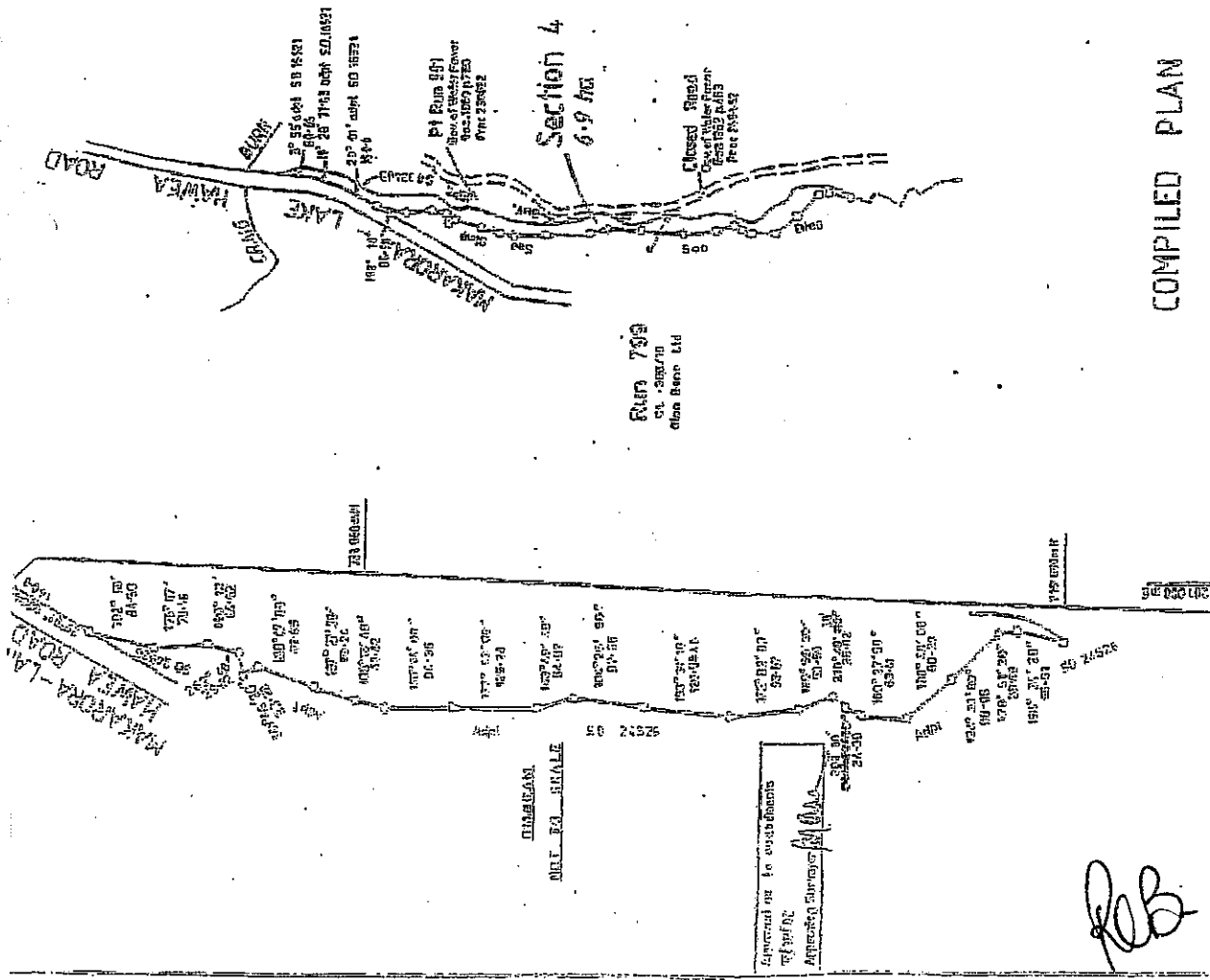
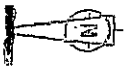
TERRITORIAL AUTHORITY Geomeshdown Lakes District
Surveyed by TERRALINK NZ LIMITED
Scale 1: 10 000 Date February 1987

COMPILED PLAN

DIAGRAM SHEET

LAND METRIC OFFICE
Survey 1234 & 1234 1234
PAGE 200 Sheet 009

Handwritten initials 'LCS'.



Bearings and Distances adopted from SO 24526 unless otherwise shown. Refer to Sheet 11 of 27 SO 24526.

DATUM: Geodetic 1949
CIRCUIT: Lindis Peak
 Coordinates in Terms of False Origin
 700 000mE and 300 000mN

Field Area	25.00 ha
Completed by	John A. G. G. G.
Approved as to Survey	1/1/97
Checked by	John A. G. G. G.
Field Area	25.00 ha
Approved as to Survey	1/1/97
Checked by	John A. G. G. G.

Approved as to Survey
 1/1/97
 John A. G. G. G.
 Chief Surveyor

TERMINAL AUTHORITY: Queenstown Lakes District
 Surveyed by: TERAALINK NZ LIMITED
 Scale 1:10 000
 Date February 1997

COMPILED PLAN

DIAGRAM SHEET

John A. G. G. G.
 Surveyor
 1/1/97

REB

REB

Appendix 3

RAB

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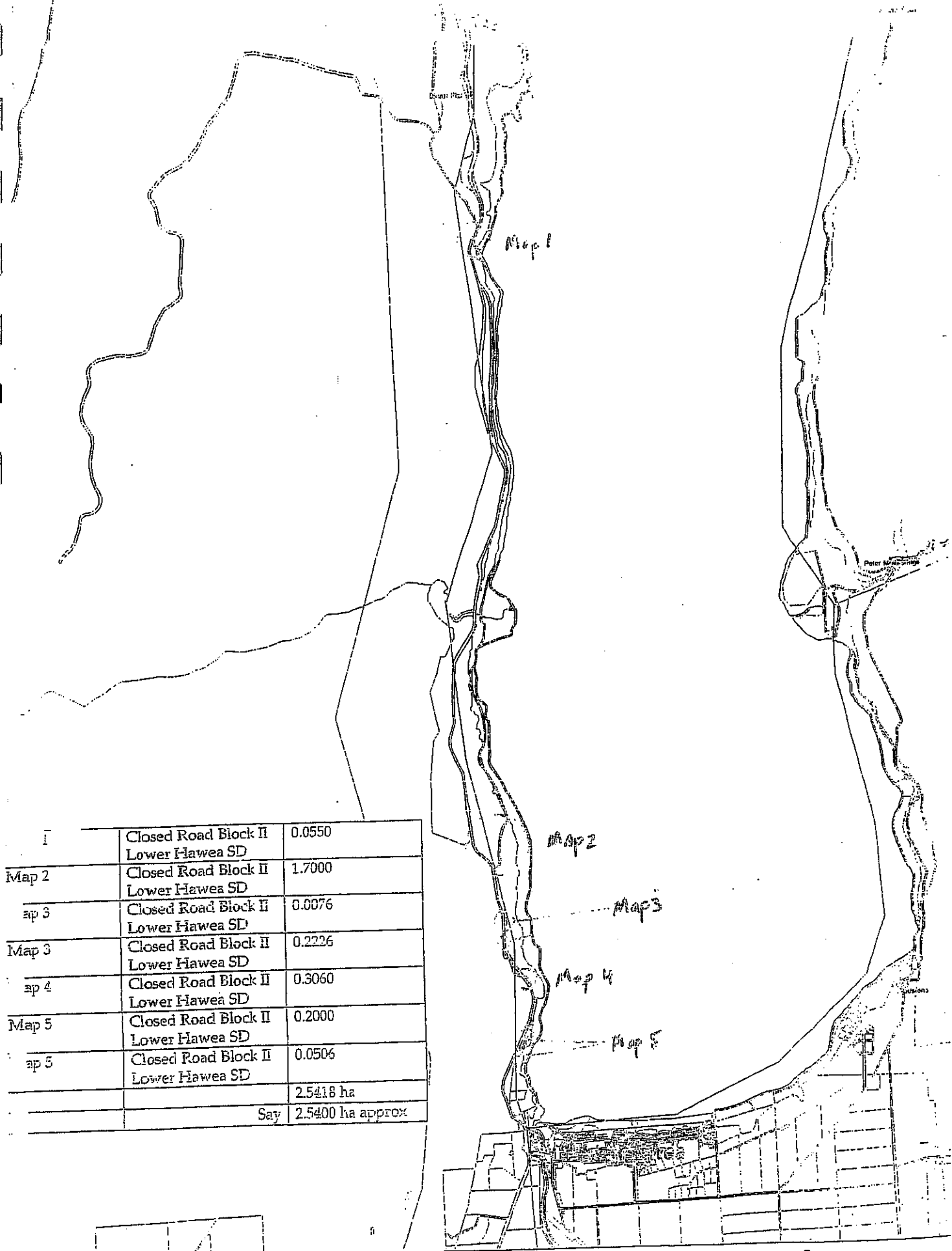
Appendix 4

RB.

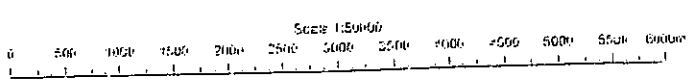
RB.

Appendix 5

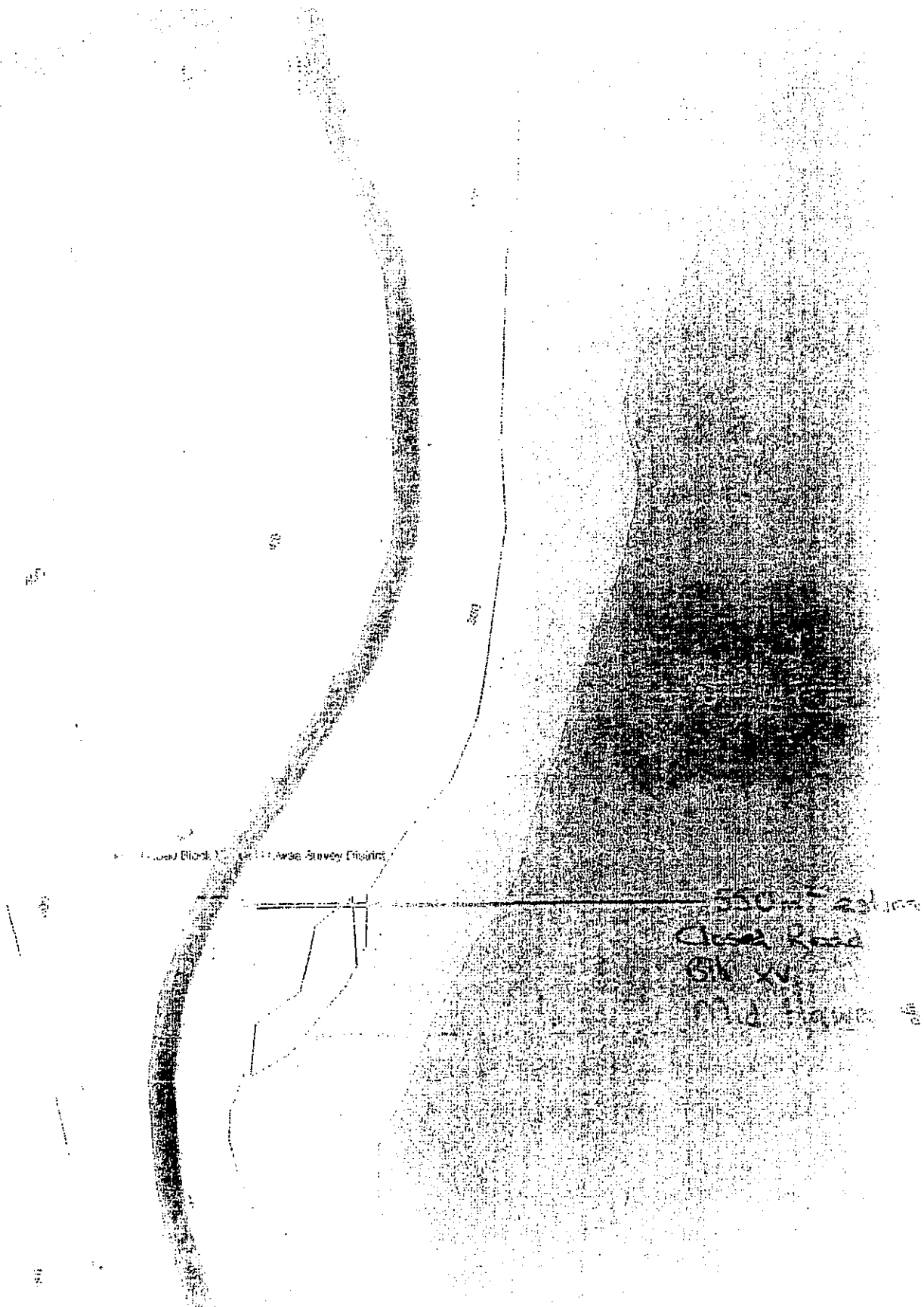
RUB J
MK

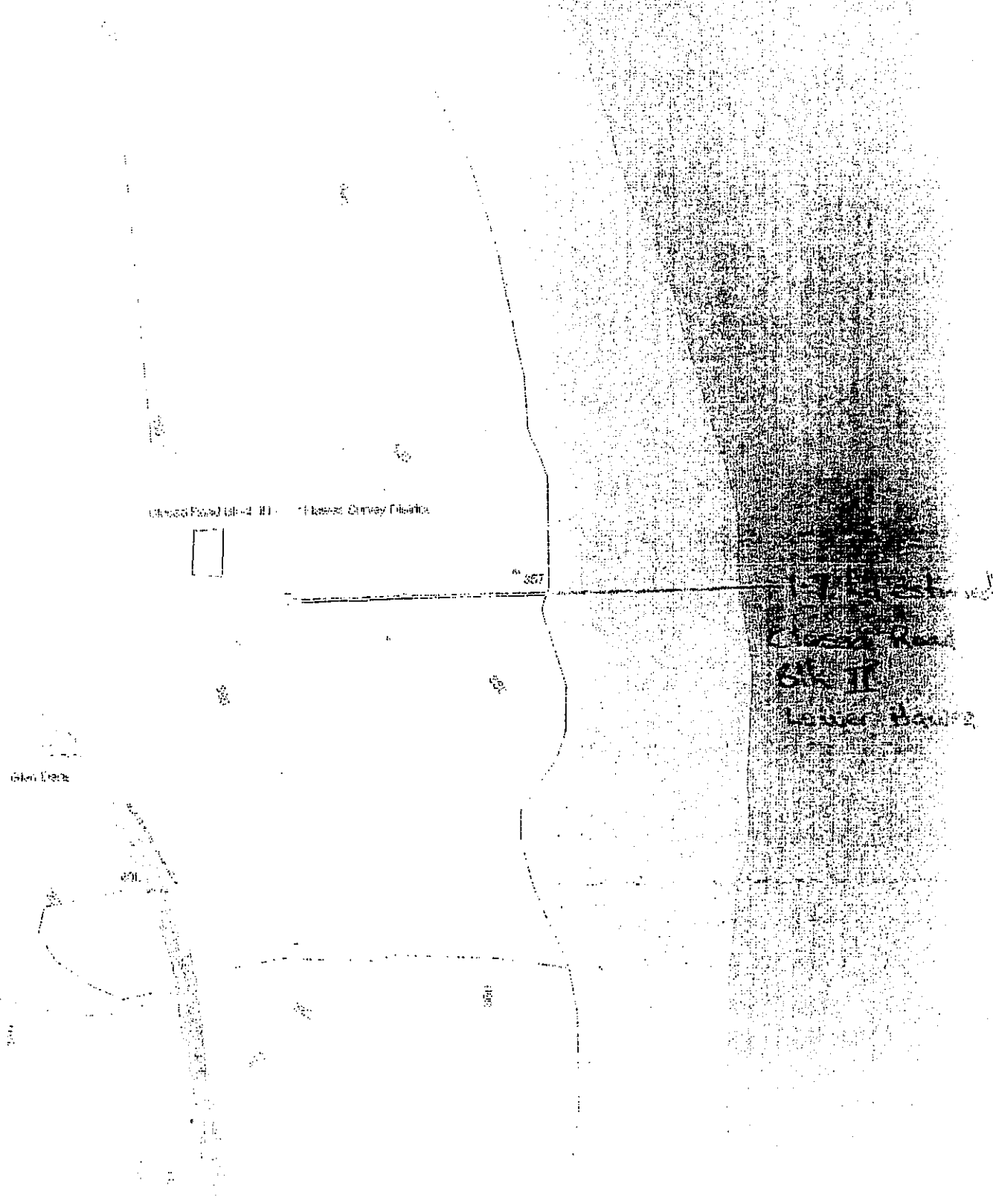


I	Closed Road Block II Lower Hawea SD	0.0550
Map 2	Closed Road Block II Lower Hawea SD	1.7000
ap 3	Closed Road Block II Lower Hawea SD	0.0076
Map 3	Closed Road Block II Lower Hawea SD	0.2236
ap 4	Closed Road Block II Lower Hawea SD	0.3060
Map 5	Closed Road Block II Lower Hawea SD	0.2000
ap 5	Closed Road Block II Lower Hawea SD	0.0506
		2.5418 ha
	Say	2.5400 ha approx

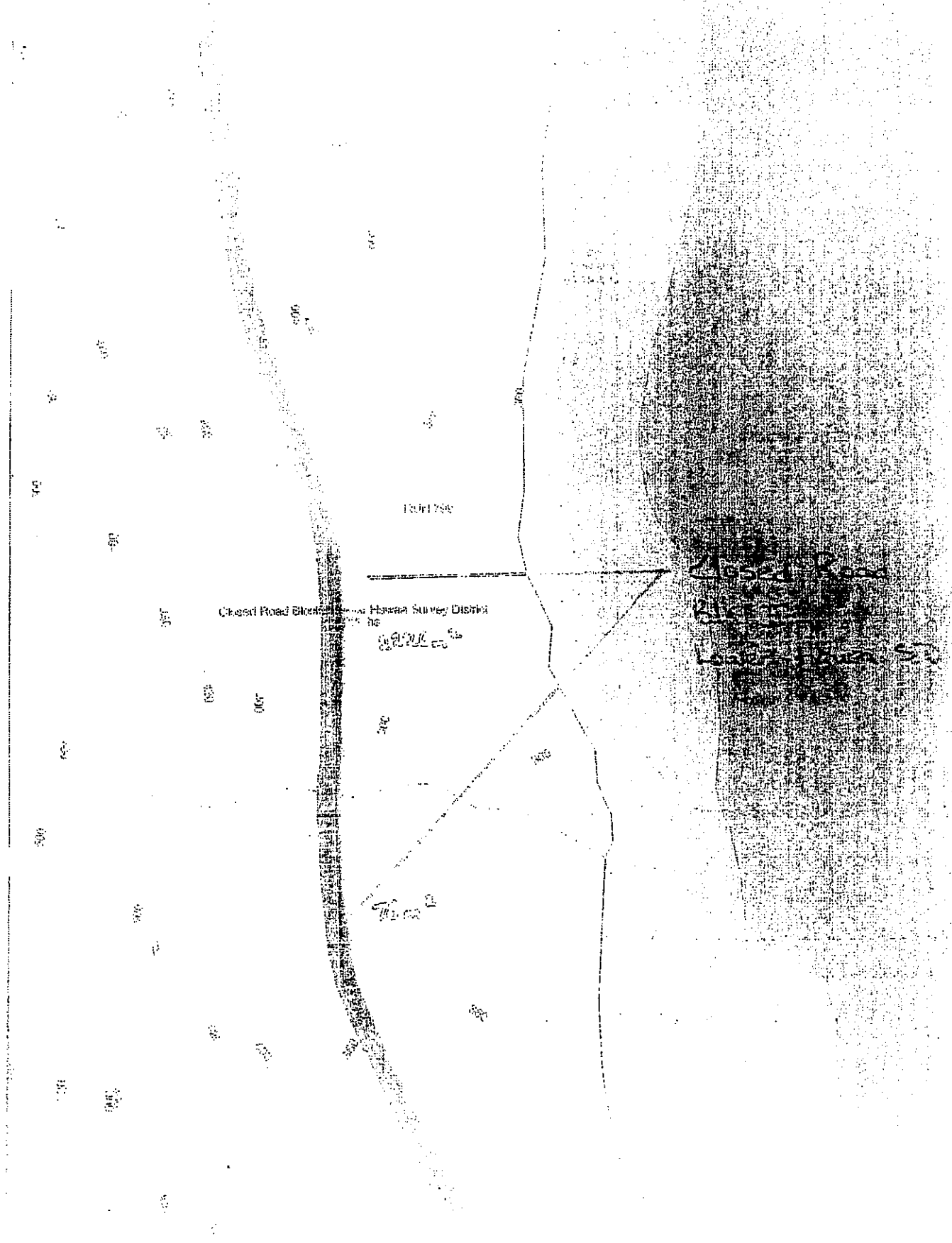


Handwritten signature: RLB

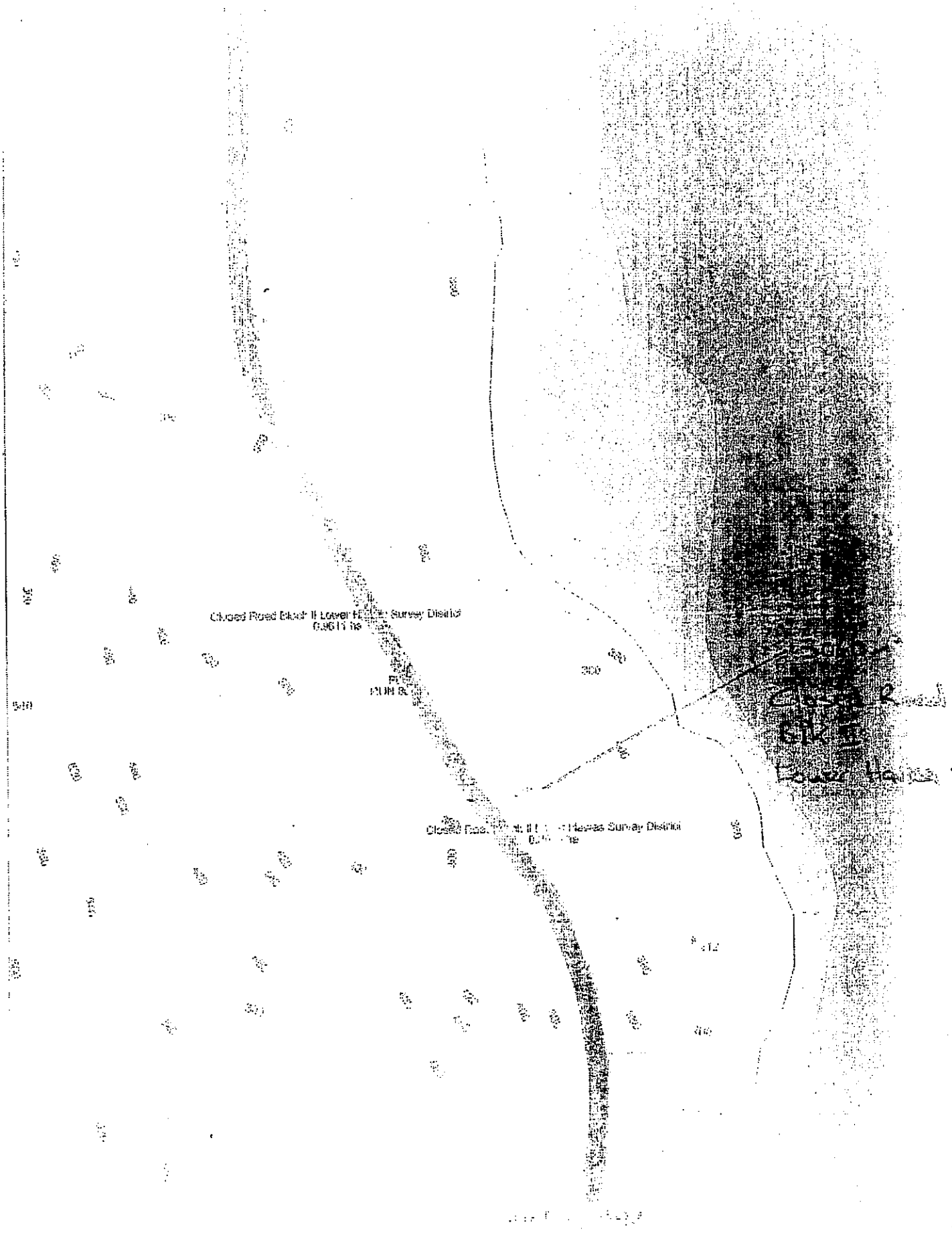




RUB



RLB



Rob



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Appendix 6

RES

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Dated

200

DEED OF GRANT OF EASEMENT
(Pursuant to Section 60 of the Land Act 1948)

Grantor
HER MAJESTY THE QUEEN acting by and through
THE COMMISSIONER OF CROWN LANDS

Grantee
GLEN DENE LIMITED

Rab

DEED OF GRANT OF EASEMENT

DATED

2004

PARTIES

1. HER MAJESTY THE QUEEN acting by and through THE COMMISSIONER OF CROWN LANDS at Wellington ("the Grantor")

AND

2. GLEN DENE LIMITED hereinafter with its successors and permitted assigns ("the Grantee")

BACKGROUND

- A. The Grantee is the former pastoral lessee of the Easement Land and the Public Access Land, which is subject to erosion and instability. The Grantee has sold its interest in the Easement Land and the Public Access Land to the Grantor so that the Grantor can isolate areas that are unstable and also give effect to the Operating Easement Grantee's rights under the Operating Easement.
- B. The Grantee wishes to retain the ability to drive stock across the Easement Land and the Public Access Land and to graze stock upon parts of the Easement Land that do not need to be isolated, and/or are not needed for the Grantor's land stabilisation works and/or the Operating Easement Grantee's purposes as required from time to time.
- C. The Grantor has agreed to grant to the Grantee an easement in gross over the Easement Land and the Public Access Land on the terms and conditions set out in this Deed. This easement will satisfy Schedule C clause 2(d) of the Agreement dated 2004 between the Grantee and Grantor.
- D. The Easement Land and the Public Access Land are subject to the Operating Easement in favour of the Operating Easement Grantee and this Deed is granted subject to the Operating Easement and subject to the Grantee's compliance with the covenants in this Deed.
- E. The Operating Easement Grantee has consented to the grant of this Deed on the terms and conditions set out herein.

TERMS OF THIS DEED

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed (including the Schedules):

"Deed" means this deed and the background.

"Easement" means an easement in gross over the Easement Land and the Public Access Land within which the Grantee may exercise the rights granted by this Deed.

"Grantee" includes the Grantee's servants, agents, employees, workers, invitees, licensees and contractors.

ADP
Page 1

"Easement Land" means Area [] on DP []

"Operating Easement" means Operating Easement XX/XXX (Otago Land Registry).

"Operating Easement Grantee" means the Grantee from time to time under the Operating Easement.

"Public Access Land" means Area [] on DP []

"stock" means sheep and/or cattle.

1.2 In the interpretation of this Deed unless the context otherwise requires:

1.2.1 the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Deed;

1.2.2 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to and;

1.2.3 the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

2. GRANT OF EASEMENT

2.1 Pursuant to section 60 of the Land Act 1948 but subject to the limitations expressed in this Deed the Grantor grants to the Grantee, the following easements in relation to the Easement Land and the Public Access Land:

2.1.1 a right of way to access, move across and remain on the Easement Land and on the Public Access Land for the purpose of driving stock;

2.1.2 a right to access and remain on the Easement Land for the purpose of grazing stock,

provided that the rights set out in clauses 2.1.1 and 2.1.2 are to be exercised in a manner and at levels of intensity necessary and as approved by the Grantor (acting reasonably) from time to time, in order to maintain the stability and sustainability of the Easement Land and the Public Access Land on an ongoing basis.

2.2 The rights granted under this Deed to the Grantee are non-exclusive and are exercisable in common with the Grantor and any other person having similar rights either now or in the future, provided that the Grantor shall not grant any further rights to graze stock on the Easement Land to any third party for so long as the Grantee's rights under clause 2.1.2 apply.

2.3 The easement rights granted under this Deed to the Grantee are subject to:

(a) the paramount rights of the Operating Easement Grantee under the Operating Easement; and

(b) the compliance by the Grantee with the obligations imposed on it under this Deed.



3. CONSIDERATION

3.1 In consideration of the grant of easement in this Deed:

3.1.1 The Grantee shall pay the Grantor a lump sum payment of \$1.00 plus GST if demanded.

3.1.2 The Grantee shall observe the obligations imposed on it under this Deed.

4. REGISTRATION

4.1 This Deed will be registered pursuant to section 60 of the Land Act 1948.

5. OBLIGATIONS OF THE GRANTEE

5.1 The Grantee shall when exercising its rights under this Easement:

5.1.1 Remain within the Easement Land and/or the Public Access Land as appropriate.

5.1.2 Keep all boundary gates closed, except when they are in use for ingress and egress.

5.1.3 Take all reasonable precautions for guarding against any danger (including but without limitation, fire, physical damage or transmission of disease or spread of contaminants), and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this clause 5.1.3) comply with all conditions that may be imposed from time to time by the Grantor or any lawful authority.

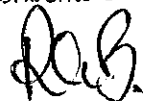
5.1.4 Ensure that the Grantee's use of the Easement Land and the Public Access Land and the exercise of its rights under this Deed cause as little damage or disturbance to the Easement Land and the Public Access Land as is reasonably possible.

5.1.5 Ensure that any damage caused to any part of the Easement Land and/or the Public Access Land, including the tracks, fences, gates, drains, buildings or other structures as a result of the Grantee's use of the Easement Land and/or the Public Access Land is remedied to the Grantor's reasonable satisfaction, within a reasonable time and at the Grantee's cost.

5.2 The Grantee covenants that when it exercises its rights under this Deed it shall do so at all times in a manner so as not to obstruct or hamper the Grantor, or any agents, employees and contractors of the Grantor or any other person with legitimate rights in their normal or reasonable use of the Easement Land and/or the Public Access Land. In particular, the Grantee acknowledges that the public will be given rights to use the Public Access Land for access to Lake Hawea.

5.3 The Grantee shall not at any time carry out on the Easement Land and/or the Public Access Land any activity which is not provided for under clause 2 of this Deed, or do any other thing which would affect the ability of the Grantor or any other person with legitimate rights to use the Easement Land and/or the Public Access Land.

5.4 The Grantee covenants to ensure compliance at its own cost at all times with all statutes and regulations, ordinances and by-laws, and covenants to obtain all approvals, consents and



authorisations at its own cost as are necessary for the Grantee to lawfully conduct the activities permitted by this Deed, including compliance by the Grantee's servants, employees and invitees entering upon the Easement Land and/or the Public Access Land from time to time.

- 5.5 The Grantee shall at all times keep the Easement Land and the Public Access Land clear of noxious weeds, pests, disease and contaminants resulting from the Grantee's exercise or attempted exercise of its rights under this Easement consistent with reasonably prudent farming practice.

6. GRANTOR'S RIGHT TO RESTRICT ACCESS TO LAND

- 6.1 The rights granted under this Deed to the Grantee are subject to the Grantor's right to restrict access to and use of, and/or to fence off, all or any parts of the Easement Land and/or the Public Access Land that the Grantor considers to be unstable, dangerous and/or in need of protection from time to time.
- 6.2 The Grantor shall be entitled to give verbal and/or written notice to the Grantee of any restriction in use of the Easement Land and/or the Public Access Land under clause 6.1 from time to time, and any such restriction shall be effective immediately or at the end of any period of time specified in the notice.

7. ASSOCIATED RIGHTS AND ACCESS

- 7.1 Subject to clause 7.2, the Grantee shall maintain at its own expense access on the Easement Land and the Public Access Land to a standard sufficient for the exercise of the rights set out in clause 2.1.
- 7.2 The Grantee must obtain the prior approval of the Grantor before constructing any tracks on the Easement Land and/or the Public Access Land and any such tracks must not impact on the stability and/or sustainable use of the land.
- 7.3 The Grantee shall maintain at its own expense all roadside and boundary fences and all fences needed in conjunction with the exercise of the rights set out in clause 2.1, provided that the Grantee shall not be responsible for any fences constructed by the Grantor under clause 6.
- 7.4 In order to facilitate the Grantee's use of the rights granted under clause 2.1, the Grantee may clear, burn and/or spray the Easement Land and/or the Public Access Land, provided that the Grantee obtains all necessary statutory and local authority consents.

8. OPERATING EASEMENT

- 8.1 The Grantor and the Grantee acknowledge and agree that the Grantee's rights contained in this Deed are subject to the provisions of the Operating Easement and the Operating Easement Grantee's rights under the Operating Easement.

The provisions of the Operating Easement and the Operating Easement Grantee's rights under the Operating Easement shall have priority to this Deed and the rights granted under it.

 Page 4

- 8.2 The Grantee covenants that when it exercises its rights under this Deed it shall do so at all times in a manner so as not to obstruct or hamper the Operating Easement Grantee or the agents, employees and contractors of the Operating Easement Grantee in the exercise of the Operating Easement Grantee's rights under the Operating Easement.
- 8.3 The Grantee shall not carry out on the Easement Land or the Public Access Land any activity or do any other thing which may affect the ability of the Operating Easement Grantee to exercise the Operating Easement Grantee's rights under the Operating Easement.
- 8.4 The Grantee shall at all times comply with the covenants of the Grantor under the Operating Easement, so far as those covenants relate to the Easement Land and/or the Public Access Land, as if those covenants were set out in this Deed.
- 8.5 The Grantee acknowledges that the Operating Easement Grantee holds registered rights over the Easement Land and the Public Access Land as set out in the Operating Easement in connection with its electricity business. As a result, the Grantee agrees to do the following, in its capacity as Grantee under this Easement only:
- (a) not to submit against or object for the purposes of the Resource Management Act 1991 to applications that the Operating Easement Grantee may make for, or in relation to, resource consents associated with its electricity business from time to time;
 - (b) upon written request from time to time, promptly provide to the Operating Easement Grantee at the Operating Easement Grantee's cost written approval for the purposes of section 104(3)(b) of the Resource Management Act 1991 or such other support, co-operation and/or assistance that the Operating Easement Grantee reasonably requires to ensure that the Grantee's interests under this Easement are not taken into account by any consent authority considering the Operating Easement Grantee's resource consents; and
 - (c) not to directly or indirectly request the Queenstown Lakes District Council and/or the Otago Regional Council to change an existing district plan or regional plan, or include any provision in a proposed district plan or regional plan, or make a submission or attend a hearing in relation to such a change or provision, which might adversely affect the Operating Easement Grantee's electricity business.

Notwithstanding anything else contained in this clause 8, clause 8.5 of this Deed shall apply in place of, and not in addition to, the relevant provisions of clause 15 of the Operating Easement.

- 8.6 The Grantee covenants not to exercise or permit the exercise of the Grantee's rights under this Deed or to do anything so as to:
- (a) cause the Grantor to breach its obligations under the annexed Deed of Consent, the Operating Easement or any statutory or consent requirement, or
 - (b) cause the Operating Easement Grantee to breach its obligations under the Operating Easement, or any statutory or consent requirement.

RAB.

8.7 The Grantee shall indemnify the Operating Easement Grantee against any loss, loss of expected benefits of the Operating Easement, claim, damage or expense suffered by the Operating Easement Grantee resulting from any breach of the Grantee's obligations under this Deed.

9. COSTS

9.1 Each party shall bear their own costs and expenses in relation to this Deed.

9.2 The Grantor shall be solely responsible for the registration (if any) of this Deed and any associated costs.

10. NO GRANTOR WARRANTY

10.1 The Grantee acknowledges that it has entered into this Deed in reliance upon its own judgement and not in reliance upon any representations or warranties made by or on behalf of the Grantor as to the suitability of the Easement Land and/or the Public Access Land for any purpose or otherwise.

11. GRANTEE INDEMNITY

11.1 The Grantee shall indemnify the Grantor against any loss, claim, damage, expense or liability suffered by the Grantor resulting from any breach of the Grantee's obligations under this Deed.

11.2 The Grantee acknowledges that this Deed is granted on the basis that the Grantee and any of its invitees when they enter and/or use the Easement Land and/or the Public Access Land by virtue of this Easement, do so strictly at their own risk AND the Grantee shall indemnify the Grantor from and against any action or claim made by any person it permits to enter into and upon the Easement Land and/or the Public Access Land.

12. GRANTOR'S LIABILITY EXCLUDED

12.1 Under no circumstances will the Grantee seek to claim against the Grantor or the Operating Easement Grantee in contract, tort, or otherwise for any expense, costs, loss, injury, or damage whether consequential or otherwise, arising directly or indirectly from this Deed or any activity undertaken by the Grantor or the Operating Easement Grantee on the Easement Land or the Public Access Land, whether the expense, cost, loss, injury or damage is the direct or indirect result of negligence or otherwise, or results from the exercise by the Operating Easement Grantee of its rights under the Operating Easement.

13. TERMINATION

13.1 The Grantor may terminate the rights created by this Deed if the Grantee breaches any of the terms of this Deed and the breach remains unrectified following written notice to the Grantee specifying the breach and seeking rectification within 14 days or such other time provided the parties agree.



- 13.2 If the breach remains unrectified (or is unable to be rectified) then termination must be by written notice from the Grantor.
- 13.3 Upon termination (for whatever reason) of the grant of easement evidenced by this Deed all rights of the Grantee shall immediately cease (subject to clause 12.2 of this Deed) but the Grantee shall not be released from any liability to pay consideration or other moneys up to the date of termination, AND the Grantee shall forthwith at its cost decommission and remove all fixtures and works placed by it upon the Easement Land and/or the Public Access Land and reinstate the Easement Land and the Public Access Land.
- 13.4 Upon termination the Grantee shall formally surrender the rights under this Deed and surrender the grant of easement.

14. DISPUTES

- 14.1 If any dispute arises between the Grantor and the Grantee concerning the rights created by this Deed the parties shall enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Easement Land and the Public Access Land is situated. Such arbitration shall be determined in accordance with the Arbitration Act 1996, excluding the Second Schedule thereof, and the parties' execution of this Deed shall be deemed to be a submission to arbitration PROVIDED THAT this clause shall be subject in all respects to the provisions of section 17 of the Land Act 1948.

15. NOTICES

- 15.1 Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the address at the appropriate address set out below or to such address notified by the address in writing to the other party:

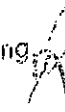
The Grantor's Address:

Chief Executive
Land Information New Zealand
P O Box 5501
WELLINGTON
Attention: Crown Property Management

The Grantee's Address:

Glen Dene Limited
145 Tancred Street
ASHBURTON

- 15.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

RAB. 
Page 7

16. SEVERABILITY

16.1 If any part of this Deed is held by any court or administration body of competent jurisdiction to be illegal, void, or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed which shall remain in full force.

IN WITNESS WHEREOF this Deed has been duly executed on the date first written above.

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
by PAUL JACKSON pursuant to a)
delegation from the Commissioner of)
Crown Lands in the presence of:)

SIGNED for and on behalf of)
GLEN DENE LIMITED)
in the presence of)

Signature

Witness signature

Full Name

Address

Occupation

PCB