

Agreement to Grant Easement

Allenby Farms Limited

Jeffrey Lawrence Cleugh, Lynden Andrew Cleugh & Zita Mary
Cleugh as trustees of The Lynden & Zita Cleugh Family Trust

**anderson
lloyd.**

Date: 29 May 2017

Parties

- (1) Allenby Farms Limited (**AFL**)
- (2) Jeffery Lawrence Cleugh, Lynden Andrew Cleugh and Zita Mary Cleugh as trustees of The Lynden & Zita Cleugh Family Trust (**Cleughs**)

Agreement

1. Easement

1.1 AFL shall grant the following easements in favour of the Cleughs on the terms and conditions detailed in this clause¹, subject to the satisfaction or waiver of the conditions set out in clause 2:

- (a) a right of way easement (the **Right of Way**) over the following trails (**Trails**) shown on the plan attached at Schedule 1 (**Trails Plan**):
 - (i) Alpha;
 - (ii) Charlie;
 - (iii) Delta
 - (iv) Echo;
 - (v) Foxtrot;
 - (vi) Golf; and
- (b) a right to roam easement (the **Right to Roam**) over the "Protection Areas" (**Protection Areas**) shown on the plan attached at Schedule 2 (**Structure Plan**),

in each case, for the purpose of recreational walking, and shall exclude use by bicycles, horses or motorbikes or other motorised transport (other than vehicles required for maintenance purposes which are permitted) (the Right of Way and the Right to Roam each an **Easement** and together, the **Easements**).

1.2 With respect to the Right to Roam, AFL shall retain the right, from time to time, to restrict access to specific parts of the Protection Areas for the purposes of:

- (a) managing health and safety;
- (b) protecting flora and fauna;
- (c) general maintenance.

1.3 The Easements shall:

- (a) be in favour of land owned by the Cleughs legally described as Lot 1 DP 26209 contained in Computer Freehold Register OT18B/176;
- (b) run through that land owned by AFL legally described as Lot 104 DP 412843 contained in Computer Freehold Register 471461 (excluding that part of that land contained within the Mt Iron Park Rural Lifestyle Zone shown on the Structure Plan) and Lot 4 DP 471320 contained in Computer Freehold Register 7505103 (**AFL Land**);

- (c) allow the public at large (as deemed invitees of the Cleughs) to use the Easements; and
 - (d) require AFL to repair and maintain the Trails to standard "Walking Tracks" under SNZ HB 8630:2004 notwithstanding that the public will be users.
- 1.4 AFL shall meet all costs in respect of the survey and registration of the Easements.
- 1.5 Following this Agreement becoming unconditional, AFL will procure its solicitors to prepare the Easement instruments for registration, with such instruments to be provided to the Cleughs for their approval (such approval not to be withheld provided the terms of the instruments are as set out in, and anticipated by, this Agreement).
- 1.6 The term (**Term**) of this Agreement shall run from the date of this Agreement until the earlier of the:
- (a) date that this Agreement is terminated (either by way of lack of satisfaction of conditions or otherwise); or
 - (b) date that the Easements are registered.
- 1.7 The Easements shall otherwise be on the standard terms and conditions applicable to public walkway easements (pursuant to the Land Transfer Regulations 2002 and otherwise) as approved by the solicitors acting for AFL (acting reasonably).

2. Condition

- 2.1 This Agreement is subject to and conditional upon:
- (a) AFL's proposed Mt Iron Park Rural Lifestyle Zone being confirmed and inserted into the Queenstown Lakes District Plan as a consequence of District Plan Review hearings held during 2015 - 2017; and
 - (b) Subdivision consent being obtained and being implemented (in full or in part) under the provisions of that zone.

These conditions are inserted for the benefit of AFL and may be waived at any time by notice in writing by AFL.

3. Privity

- 3.1 For the purposes of the Contracts (Privity) Act 1982, Queenstown Lakes District Council is entitled to enforce against AFL and the Cleughs each provision of this Agreement. However, the consent of Queenstown Lakes District Council does not need to be obtained for any amendment made to this Agreement which does not undermine the fundamental public right to:
- (a) use the Trails under the Right of Way; and
 - (b) roam under the Right to Roam,
- as broadly set out in this Agreement.

- 3.2 This Agreement cannot be cancelled without the written consent of Queenstown Lakes District Council.

4. Miscellaneous

- 4.1 The terms and conditions of this Agreement shall not merge upon the registration of the Easements except where stated in this Agreement.

Address: C/- Anderson Lloyd, Te Ahi House, Level 2, 13 Camp Street, Queenstown
9300

7. Limitation of liability

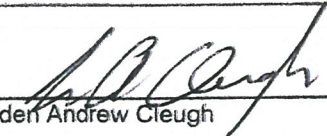
7.1 The liability of Jeffrey Lawrence Cleugh under this Agreement shall be limited to the assets that he holds in his capacity as independent trustee of The Lynden & Zita Cleugh Family Trust from time to time so that he shall not be personally liable hereunder.

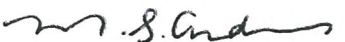
8. Counterparts

8.1 This agreement may be executed in counterparts (which may include electronic copies) which, read together, will constitute one agreement.

Attestations

Signed on behalf of **Allenby Farms Limited** by
its Managing Director in the presence of:


Lynden Andrew Cleugh



Signature of witness

Matthew Sidney Andrews

Name of witness


Real Estate


Occupation

23 Kirimako Crescent, Wanaka.

Address

Signed by **Jeffrey Lawrence Cleugh** as trustee
of The Lynden & Zita Cleugh Family Trust in the
presence of:


Jeffrey Lawrence Cleugh



Signature of witness

Kevin Helm

Name of witness

Retired

Occupation

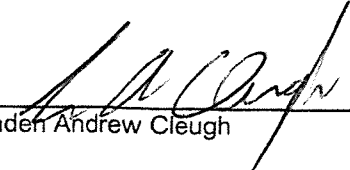
14 Northfield Ave

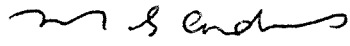
Address

Dunedin 9010



Signed by **Lynden Andrew Cleugh** as trustee
of The Lynden & Zita Cleugh Family Trust in the
presence of:


Lynden Andrew Cleugh

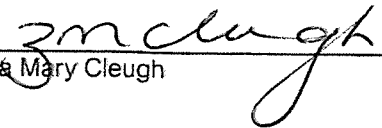

Signature of witness

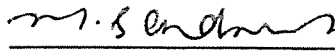
Matthew Sidney Andrews
Name of witness

Real Estate
Occupation

23 Kirimoko Crescent, Waiwaka
Address

Signed by **Zita Mary Cleugh** as trustee of The
Lynden & Zita Cleugh Family Trust in the
presence of:


Zita Mary Cleugh


Signature of witness

Matthew Sidney Andrews
Name of witness

Real Estate
Occupation

23 Kirimoko Crescent, Waiwaka
Address

Schedule 1 – Trails Plan

Schedule 2 – Mt Iron Park Rural Lifestyle Zone Structure Plan

Mt Iron Park Structure Plan

Legend	
	Structure Plan Boundary
	Protection Area
	Revegetation Area
	Building Restriction Area (BRA)
	Building Platforms Proposed
	Formed Access Proposed
	DOC / OUDC Trails Existing
	Recreation Trails Proposed

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