

Crown Pastoral Land Tenure Review

Lease name: GLEN DENE

Lease number: PO 136

Substantive Proposal - Part 4

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

June

06

COPY OF OPERATING EASEMENT

RLB. *RLB.*

YEC 5660153.1 Deed of Eas

Copy - 01/01, Page - 011, 24/07/03, 16:56



DocID: 110001366

Entered in the Register Book as
Volume folio
this day of 2003
at o'clock

For District Land Register

DEED OF GRANT OF EASEMENT

(Pursuant to Section 60 Land Act 1948)

RIGHTS TO STORE AND RELEASE WATER AND TO TAKE AND DISCHARGE WATER

THIS DEED made this 1st day of July 2003

BETWEEN HER MAJESTY THE QUEEN acting by and through the Commissioner of Crown Lands appointed under Section 12A(1) of the Survey Act 1986 (hereinafter with Her successors and assigns referred to as "the Grantor").

AND CONTACT ENERGY LIMITED (with its successors, assigns and subsidiaries together with its servants, agents, workers, tenants, licensees, invitees, employees, engineers, surveyors and contractors referred to as "the Grantee").

- A. THE Grantor is the owner pursuant to the Land Act 1948 of that parcel of land described as all that land situated in Otago Land District, comprising Sections 1-7 (inclusive) on S.O. Plan 24526 ("the Easement Land").
- B. THE Ministers of Finance and State Owned Enterprises and ECNZ by a Deed of Operating Easement dated 16 April 1993 agreed inter alia that the beds of lakes and rivers would not be transferred to the Grantee and that to enable the Grantee to carry out the electricity generation business operated by it from time to time certain operating easements would be granted.
- C. THE Grantee is desirous of an easement to Store Water from time to time over parts of the Easement Land.
- D. THE Commissioner of Crown Lands has agreed pursuant to Section 60 of the Land Act 1948 to the grant of a Right to Store Water from time to time on or about the Easement Land together with the ancillary rights attaching thereto upon the terms and conditions contained in this Deed.
- E. By Deed dated 31 March 1988 "the Crown Sale Deed" the Crown acting by and through the Ministers of Finance and State Owned Enterprises sold to the Electricity Corporation of New Zealand Limited ("ECNZ") certain assets hitherto owned by the Crown and used for the generation and supply of electricity "the Specified Assets".
- F. The Specified Assets include certain land assets of the Crown as at 31 June 1988 held for the purposes of present and future electricity generation or supply (whether formally set apart under the Public Works Act 1981 or not) and include land related rights as are reasonably required to operate the relevant business sold, in order to better assure the giving full force and effect to the Crown Sale Deed.
- G. Pursuant to an agreement for sale and purchase dated 30 November 1995 ECNZ sold some of the Specified Assets to the Grantee.

ACB. Page

- H. Pursuant to a Deed of Assumption and Release between the Crown, ECNZ and the Grantee dated 16 January 1996, the Crown and ECNZ agreed that the Grantee is entitled under the Crown Sale Deed "to the benefit of, and to exercise, all of the rights, powers and privileges of ECNZ under the Crown Sale Deed to the extent that those rights, powers and privileges relate or apply to the Specified Assets as if the Grantee was ECNZ and a party to the Crown Sale Deed."
- I. The Commissioner of Crown Lands has agreed pursuant to Section 60 of the Land Act 1948 to the grant of a Right to Take and Discharge Water, subject to and together with the ancillary provisions attaching to each such right upon the terms and conditions contained in this Deed.

IT IS AGREED that pursuant to the premises contained in this Deed, the Granitor pursuant to Section 60 of the Land Act 1948 TRANSFERS CONVEYS AND GRANTS to the Grantee as an easement in gross:

FIRSTLY the full and free right and liberty to store water from time to time on or about the Easement Land, the right to carry out works and/or maintain the Easement Land in such a manner to store water, and when required by the Grantee to release from time to time that water in such quantities as it shall determine, and

SECONDLY the full and free right and liberty to install and operate Electricity Water Works from time to time upon, over, under or about the Easement Land and via those Electricity Water Works take in such quantities as the Grantee shall determine any water from time to time situated upon, under or about the Easement Land and also via any of those Electricity Water Works discharge water, in such quantities as the Grantee shall determine, either to the Easement Land or other lands.

All of the above rights shall be subject to the terms and conditions contained in this Deed as follows:

1. **Water Storage**

The water may be stored and retained on or about the easement Land up to the operating levels determined from time to time by the Grantee in its sole discretion for the dams or structures from time to time on or adjacent to the Easement Land or situated elsewhere but in respect of which the Grantee is exercising its rights under this easement ("the Dams or Structures"). In the event of unusually heavy rainfall or unusually heavy inflow of water which impacts on the water levels on or about the Easement Land or any other cause beyond the reasonable control of the Grantee then the Grantee may store and retain water on or about the Easement Land up to the designed flood level of the Dams or Structures. If lawfully directed or requested so to do by a civil defence authority or if required in any other case beyond the reasonable control of the Grantee then the storage of water may be beyond the designed flood level.

2. **Discharge of Water**

Where the Easement Land or any part of it forms a waterway or a water course or water catchment, the Grantee shall have the right to from time to time discharge water thereto. If lawfully directed or requested to do so by a civil defence authority or if required in any other case beyond the reasonable control of the Grantee then the discharge of water to that waterway, water course, water catchment or to the Easement Land may be made beyond the levels authorised by the relevant resource consents, or other statutory or regulatory consents or approvals held by the Grantee from time to time.

RAB

Page 2

3. Right to Carry out Works

The Grantee's right to install and operate Electricity Water Works under this Deed of Grant of Easement includes without limitation, the right to inspect, monitor, test, investigate, install, construct, lay, use, maintain, renovate, renew, repair, replace, upgrade, alter, demolish or remove Electricity Water Works and to do any works incidental thereto. All Electricity Water Works existing as at the date of this Deed on or about the Easement Land shall be deemed installed with the Grantor's consent. Except for maintenance, replacement and/or reasonable alteration or upgrade of such existing works, the Grantor shall not undertake the installation of any new Electricity Water Works, upon, over, under or about the Easement Land, without first having obtained the consent of the Grantor.

4. Right of Access

The Grantee shall at all times have the right of access over, upon and through the Easement Land, either to and from any land of the Grantee contained therein or adjacent thereto, or to and from other land, for the purpose of carrying on its electricity generation business from time to time and shall at all times have the right of access to and from any part of the Easement Land for the purpose of exercising any of the powers granted hereunder at any time and with or without vehicles, plant and equipment provided that:

- (a) except in the case of emergency or in accordance with clause 14 herein, no such rights shall be exercised without the consent of the Grantor; and
- (b) in exercising such access rights the Grantee shall use reasonable endeavours to so far as practicable minimise and avoid any unnecessary damage to the servient land and disturbance to any occupier.

5. Installation of Equipment

The Grantee may from time to time if it sees fit install and maintain booms and other floating equipment on any lake or reservoir on the Easement Land used for the storage of water and shall have the right to anchor such equipment on the Easement Land. The Grantee may if it sees fit from time to time install and maintain monitoring and measuring equipment and structures, safety devices and similar equipment on, over, under or about the Easement Land. All the abovementioned devices, equipment and structures existing at the Date of this Deed shall be deemed to be installed with the Grantor's consent. Except in the case of emergency, or due compliance with statutory, regulatory, or Resource Consent requirement(s), the installation of such devices and equipment shall not be undertaken without the Grantee first having obtained the consent of the Grantor.

6. Erosion Works

The Grantee may from time to time undertake works and/or carry out planting of vegetation on or about the Easement Land with a view to limiting or minimising erosion, land slippage or landslides. The Grantee at the request of the Grantor shall use reasonable endeavours when carrying out such works and plantings to so far as practicable carry out the same in keeping with the character of the Easement Land and the Grantee shall use reasonable endeavours to reduce erosion, land

slippage and landslides on the Easement Land by available practical and economic means as determined by the Grantee in its reasonable opinion PROVIDED THAT nothing in this clause shall be taken to restrict or hinder the Grantee from raising or lowering the level of the water situated from time to time on or about the Easement Land during the course of carrying on from time to time the Grantee's electricity generation business. The Grantee may from time to time remove from any water on or about the Easement Land or remove from any part of the Easement Land and/or redistribute or relocate, whether on the Easement Land or elsewhere, any sediment or other material or any vegetation which in the opinion of the Grantee is impeding or likely to impede the efficient generation of electricity or the efficiency of the Electricity Water Works, or to cause danger, injury or damage to persons or property. In all such cases work carried out under this clause shall (except in the case of an emergency or due compliance with statutory, regulatory or Resource Consent requirements) first have the consent of the Grantor.

7. **Works Subject to Grantor's Consent**

The Grantee may from time to time erect structures and do works on the Easement Land for the purpose of the exercise of any of the Grantee's rights under this Deed PROVIDED THAT this right shall not be exercised without the consent of the Grantor. All structures and works existing at the Date of this Deed shall be deemed to have been erected with the Grantor's consent.

8. **Deposit of Sediment**

The Grantee may from time to time deposit sediment or other material on or about the Easement Land PROVIDED THAT where the appearance or use of the Easement Land is or may be thereby adversely affected, as agreed by both parties in consultation with each other, the Grantee shall carry out reasonable landscaping of the affected area in a manner approved by the Grantor.

9. **Storage of Goods or Materials**

The Grantee may from time to time store goods and materials of all kinds on or about the Easement Land PROVIDED THAT this right shall not be exercised without the consent of the Grantor. Where a permanent right to store goods or materials on the Easement Land has been granted the Grantee shall purchase the land concerned at its then current market value to be determined in accordance with clause 24 hereof and the Grantee and Grantor shall use their best endeavours to give effect to any such arrangement with all due expedition. All goods and materials stored on or about the Easement Land at the Date of this Deed shall be deemed to have been stored with the Grantor's consent.

10. **On Water Operations**

The Grantee shall at all times for the purpose of exercising any of the rights granted under this Deed have the right to operate upon any area of water on the Easement Land, any vessel, plant or equipment and in connection therewith from time to time to establish and maintain jetties, wharves, landing places and slipways PROVIDED THAT no such jetties, wharves, landing places and slipways shall be established after the Date of this Deed without the consent of the Grantor. All jetties, wharves, landing places and slipways existing at the date of this Deed shall be deemed to have been established with the Grantor's consent.

RAB. RCB
Page 4

16. Removal of Structures

All structures, plant and equipment made or installed by the Grantee on the Easement Land may at any time be removed by it PROVIDED THAT any substantial damage caused by such removal shall immediately be remedied by the Grantee at its cost.

17. Grantee not to Disrupt Grantor's Business

The Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the normal business operations (if any) of the Grantor although the Grantor accepts that this provision shall not prevent, restrict or hinder the carrying out the Grantee's electricity generation business or interests in a normal manner consistent with the rights granted to it in this Deed.

18. Fencing

The Grantee shall not be required to fence any of the Easement Land, unless it is required as a condition of the Grantor's consent when granting any consent hereunder, provided that condition is reasonable in the circumstances.

19. Improvements

The parties to this Deed accept and acknowledge that all improvements connected with the use rights contained in this Deed shall remain in the ownership of the Grantee until they are removed by the Grantee or upon this Deed ceasing or being surrendered whereupon ownership shall vest and pass to the Grantor except where the Grantor declines to accept any specified improvements, or where such improvements are in the process of being removed by the Grantee at the time of this Deed ceasing or being surrendered. The Grantee shall not be entitled to any compensation or damages for any improvements to the Easement Land effected by it.

20. Disposition of Easement Land

The Grantor undertakes to give the Grantee not less than 6 months prior notice of any intention to sell, lease or otherwise dispose of any estate or interest in the Easement Land or any intention to vest or change the legal status pursuant to which the Crown holds the Easement Land AND shall not enter into or give effect to or permit registration of any sale, transfer, lease, or other disposal or grant of estate or interest in the Easement Land or any vesting or change of the legal status pursuant to which the Crown holds the Easement Land without first consulting with the Grantee AND procuring that any third party or the Crown, as the Grantee reasonably requires, enters into a Deed of Covenant with the Grantee or enters into such other appropriate lawful arrangement in such form as the Grantee may reasonably require, either binding that third party to observe and perform all or any relevant parts of the Grantor's covenants in this Deed including this clause 20, and/or binding the Crown separately so that the Grantee's rights under this easement are not thereby frustrated, hindered or interfered with.

RCS
Page 6

21. **Change of Use of Easement Land**

The Grantor covenants not to permit or consent to any development or change of use or change of zoning of any of the Easement Land without consulting with and obtaining the consent of the Grantee thereto which consent the Grantee shall not unreasonably withhold. Where the Grantee can demonstrate upon a reasonable basis that any such development, change of use or change of zoning is likely to materially frustrate, hinder or interfere with the ability for the Grantee to properly exercise its rights under this easement, then the Grantor shall decline and/or take reasonable steps to object to the proposed development, change of use or change of zoning.

22. **Further Assurances**

The Grantor shall, whenever called upon by the Grantee and at the cost of the Grantee, execute such further deeds and assurances such as registrable Easements and/or Encumbrances at a nominal rent charge in perpetuity and arrange for any titles to be produced if required by the Grantee as may be necessary to give full and proper effect to the rights granted in favour of the Grantee arising out of and from this Deed and to enable those rights to be registered against any gazette notice or title which issues in respect of the Easement Land.

23. **Surrender of Easement**

The Grantee shall be entitled at any time to surrender at its own cost all or any part of the easement interest granted to it pursuant to this Deed. The Grantor shall execute any deed of surrender upon request by the Grantee. Any such surrender shall be without prejudice to the rights of either party in respect of any antecedent breach of this document.

24. **Valuation of Relevant Land**



For the purpose of clauses 9 and 11 of this Deed the current market value of the relevant land shall be determined by a registered valuer appointed by each party and if they cannot agree to be determined by an umpire to be appointed by those valuers prior to their entering into the determination of the matter.

25. **Transferability of Easement Rights**

The Grantee shall be entitled to transfer or assign its rights and obligations under this Deed as to the whole or any parts of the Easement Land. In any such case upon the assignee or transferee becoming liable under this Deed or notifying the Grantor that it has assumed the relevant obligations of the Grantee under this Deed, the provisions of this Deed shall cease to be binding upon the assignor or transferor in respect of the relevant parts of the Easement Land (or if applicable, the whole of the Easement Land) but without prejudice to the assignor's or transferor's liability for any antecedent breach of covenant under this Deed.

26. **Dispute Resolution**

(i) In the event of any dispute arising between the parties in respect of or in connection with this Deed, the parties shall, without prejudice to any other right or entitlement they may have under this Deed or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).

 
Page 7

(ii) In the event the dispute is not resolved within twenty eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any amendment or re-enactment of it. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

27. Notices and Consents

- (i) All notices and communications under this Deed shall be deemed to have been received when delivered personally, sent by prepaid post or by facsimile to such address as either party shall notify to the other from time to time.
- (ii) All consents approvals or other matters of whatsoever kind or nature to be given or received by the Grantor shall be given or received by the Commissioner of Crown Lands and shall be given or received by him on behalf of the Grantor and shall be binding and effectual upon the parties to this Deed.

28. Grantor not to Interfere with Grantee's Rights

The Grantor shall not at any time do permit or suffer to be done any act whereby the rights, powers, licences and liberties granted to the Grantee may be interfered with or affected in any way.

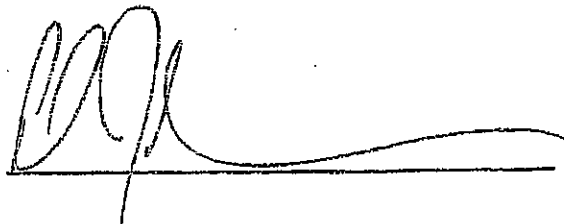
29. Grantor to Indemnify Grantee for Third Party

Except as otherwise specifically provided for in this Deed, where the Grantor shall permit any third party to enter the Easement Land, the Grantor shall indemnify the Grantee against any action or claim made by that third party arising out of loss or injury suffered by that third party by reason of any act or omission of the Grantee in the exercise of its rights and privileges under this Deed.

EXECUTED as a Deed

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

)
)
)
)
)



L. R. Williams
Witness Name:

Portfolio Manager Land Information New Zealand
Occupation:

Wellington.
Address:

R.C.B. *R.A.B.*
Page 0

EXECUTED by)
CONTACT ENERGY LIMITED)
by its attorneys)

D. S. Hill
Name of Attorney

D. S. Hill
Signature of Attorney

David Poy
Name of Attorney

DM
Signature of Attorney

in the presence of:
[Signature]
Witness signature

EDWARD JAMES LLOYD
Address

SOLICITOR
WELLINGTON
Occupation

REB.
ALB.
Page 9

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, DAVID SNELLING HILL General Manager- Generation, and

DAVID JOHN PAY Legal Counsel both of Wellington, certify:

1. THAT by Deed, dated 25 October 2000, Contact Energy Limited appointed us as its attorneys on the terms and conditions set out in that Deed.
2. THAT a copy of that Deed is registered at the various District Land Registries as follows:

North Auckland	D 558067.1
South Auckland	B 634746.1
Gisborne	231809.1
Hawkes Bay	709503.1
Taranaki	475091.1
Wellington	B 808436.1
Marlborough	215109.1
Nelson	402463.1
Westland	115370.1
Canterbury	A. 481549.1
Otago	5012103.1
Southland	5012426.1

3. THAT at the date hereof we have not received any notice or information of the revocation of that appointment by Contact Energy Limited.

SIGNED at *Wellington* on the *20th* day of *May* 2003

D. S. Hill

DAVID SNELLING HILL

DJP

DAVID JOHN PAY

DLB *DLB*

SCHEDULE ONE

INTERPRETATION

For the purpose of the interpretation or construction of this Deed and the Background recitals unless the context permits otherwise or a contrary intention is expressed:

- (a) "This Deed" means this Deed of Grant of Easement and includes any Schedule and any annexure to this Deed;
- (b) "Date of this Deed" means the date upon which this Deed was executed;
- (c) "Electricity Water Works" includes without limitation all or any pipe, pipeline, conduit, pump, pumphouse, bridge, utility and services connections, structure, equipment, improvement, appurtenances, or works used or intended to be used for the taking, conveyance, containment, monitoring, use and/or discharge or disposal of water;
- (d) A "person" shall include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, province, territorial authority or agency of a province in each case whether or not having separate legal personality;
- (e) "writing" shall include words visibly represented or reproduced;
- (f) Words importing the masculine gender shall include the feminine or neuter gender;
- (g) Word importing the singular shall include the plural and vice versa;
- (h) References to clauses are references to clauses in this Deed and references to parties and the Schedules are references to the parties and the Schedules in this Deed unless expressly stated otherwise;
- (i) Any reference in this Deed to any statute or rules is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute or rules;
- (j) Derivations of defined terms have similar meanings; and
- (k) Headings shall be ignored.

REB. 
Page 10

Appendix 12: Agreement for Acquisition for Road

SCHEDULE 1

1. **Servient Land:** *(see definition of Servient Land in clause 1.1)*
Area outlined pink and marked CA2 on the Designations Plan
2. **Dominant Land:** *(see definition of Dominant Land in clause 1.1)*
Area outlined in green on the Designations Plan.
3. **Easement Area:** *(see definition of Easement Area in clause 1.1)*
Area being 10 metres wide and marked "k-k1" on the Designations Plan
4. **Concession Activity:** *(see definition of Concession Activity in clause 1.1.)*
Driving of farm stock with or without farm dogs and horses.
5. **Term:** In perpetuity *(see clause 3.1)*
6. **Compensation:** \$ Nil *(see clause 4.1)*
(payable on date of execution of this Document)
7. **Public Liability General Indemnity Cover:** *(see clause 12.3)*
for \$1,000,000
8. **Public Liability Forest & Rural Fire Act Extension:** *(see clause 12.3)*
for \$1,000,000
9. **Statutory Liability Insurance** *(see clause 12.3)*
for \$20,000
10. **Other Types of Insurance:** Not Applicable *(see clauses 12.3)*
11. **Address for Notices (including facsimile number):** *(see clause 15)*
 - (a) **Grantor** Conservation House, 77 Lower Stuart Street, Dunedin
Telephone (03) 477-0677
Facsimile (03) 477-8626
 - (b) **Concessionaire** Glen Dene Limited, SH 6 Lake Hawea
Telephone (03) 443-1554
Facsimile (03) 443-4677

SCHEDULE 2

Special Conditions

Access

1. In carrying out the Concession Activity the Concessionaire must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.
2. The Concessionaire will, if requested by the Grantor, erect, maintain and repair at its cost a standard post and wire fence on both sides of the Easement Area
3. Clause 9.1(a) is deleted and replaced with the following:

The Concessionaire may clear vegetation to create a track up to 10 metres wide over the Easement Area and remove regenerating vegetation over the term of the Concession.

R.B.

Appendix 14: Farm Management Easement (b-c)

A handwritten signature in black ink, appearing to be 'R.B.', is located in the bottom right corner of the page.

Concession number: _____

DATED _____

Between

MINISTER OF CONSERVATION
("the Grantor")

and

GLEN DENE LIMITED
("the Concessionaire")

EASEMENT CONCESSION
UNDER CROWN PASTORAL LAND ACT 1998



Department of Conservation
Te Papa Atawhai

Rab.

THIS DOCUMENT is made this day of

PARTIES:

1. **MINISTER OF CONSERVATION, ("the Grantor")**
2. **GLEN DENE LIMITED, ("the Concessionaire")**

BACKGROUND

- A. The land described in Item 1 of Schedule 1 as the Servient Land is a Conservation Area under the management of the Grantor.
- B. The land described in Item 2 of Schedule 1 as the Dominant Land is freehold land of the Concessionaire.
- C. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant a Concession for a Concession Activity in a Conservation Area and a Reserve under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).
- D. The Concessionaire wishes to carry out the Concession Activity on the Easement Area subject to the terms and conditions of this Document.
- E. The Grantor has agreed to grant the Concessionaire an Easement appurtenant to the Dominant Land over that part of the Servient Land specified as the Easement Area.

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

“Background” means the matters referred to under the heading ‘Background’ on page 2 of this Document.

“Compensation” means the amount specified in Item 6 of Schedule 1 and required by the Grantor under section 53 of the Crown Pastoral Land Act 1988 and section 17X of the Conservation Act 1987 for the adverse effects of the Concession Activity on the Crown’s or public’s interest in the Easement Area.

“Concession” means a concession as defined in section 2 of the Conservation Act 1987.

“Concessionaire” means the registered proprietor for the time being of the Dominant Land and includes the Concessionaire’s successors, assigns, executors, and administrators.

“Concession Activity” means the use of the Easement Area by the Concessionaire for purposes specified in Item 4 of Schedule 1.

“Conservation Area” has the same meaning as “Conservation area” in section 2 of the Conservation Act 1987.

“Director-General” means the Director-General of Conservation.

“Document” means this document and any subsequent amendments and all schedules, annexures, and plans attached to it.

"Dominant Land" means the land specified in Item 2 of Schedule 1.

"Easement" means the Appurtenant Easement granted under this Document by the Grantor to the Concessionaire under section 17Q of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

"Easement Area" means that part of the Servient Land specified in Item 3 of Schedule 1.

"Reserve" has the same meaning as "reserve" in section 59A of the Reserves Act 1977.

"Servient Land" means a Conservation Area being the area more particularly described in Item 1 of Schedule 1.

"Structure" includes a bridge, a culvert, and a fence.

"Term" means the period of time specified in Item 5 of Schedule 1 during which this Document operates.

"Working Day" means the period between any one midnight and the next excluding Saturdays, Sundays and Statutory holidays in the place where the Concession Activity is being carried out.

1.2 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (d) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include other genders;
- (g) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;
- (h) where the Grantor's consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

1.3 Words used in the Background to this Document have the same meaning given to them in clause 1.1.

2.0 GRANT OF APPURTENANT EASEMENT

2.1 In exercise of the Grantor's powers under either section 66 or section 68 of the Crown Pastoral Land Act 1998 (whichever is relevant in the circumstances) the Grantor GRANTS to the Concessionaire an EASEMENT APPURTENANT to the Dominant Land under either section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances) to carry out the Concession Activity on the Easement Area subject to the terms and conditions contained in this Document.

3.0 TERM

ACB

3.1 The Easement is for the Term specified in Item 5 of Schedule 1.

4.0 **COMPENSATION**

4.1 The Concessionaire must pay to the Grantor in the manner specified by the Grantor the Compensation specified in Item 6 of Schedule 1.

5.0 **OTHER CHARGES**

5.1 In addition to Compensation, the Concessionaire must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which may become payable in relation to the Easement Area and which are attributable to the Concessionaire's use of or activity on the Easement Area.

6.0 **CONCESSION ACTIVITY**

6.1 The Concessionaire is not to use the Easement Area for any purpose other than the Concession Activity.

7.0 **COMPLIANCE**

7.1 The Concessionaire will comply where relevant:

- (a) with the provisions of any conservation management strategy or conservation management plan under Part IIIA of the Conservation Act 1987 together with any amendment or review of any strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
- (b) with the Conservation Act 1987, the Reserves Act 1977, the Resource Management Act 1991 and the Health and Safety in Employment Act 1992 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Area or affecting or relating to the Concession Activity.

8.0 **CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS**

8.1 The Concessionaire must not erect or bring on to the Easement Area any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.

8.2 The Concessionaire must keep and maintain any Structures, and facilities on and alterations to the Easement Area in good repair.

8.3 On expiry or early termination of this Document either as to the whole or any part of the Easement Area, the Concessionaire will not be entitled to compensation for any improvements and any Structure or facilities remaining on the Easement Area are to become the property of the Grantor.

8.4 If requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at the Concessionaire's own expense all damage done by the removal and must leave the Easement Area in a clean and tidy condition to the satisfaction of the Grantor.

9.0 **PROTECTION OF THE ENVIRONMENT**

9.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:

- (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Easement Area; or

RAB

- (b) bring any plants, or animals (except those stipulated in Item 4 of Schedule 1) on to the Easement Area; or
- (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or
- (d) pile or store materials in any place on the Easement Area where they may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Easement Area; or
- (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Easement Area; or
- (g) disturb or allow stock to disturb any stream or watercourse on the Easement Area; or
- (h) light any fire on the Easement Area.

9.2 The Concessionaire, must at the Concessionaire's expense:

- (a) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Easement Area or any Structure or facility on the Easement Area;
- (b) comply strictly with the provisions of the Biosecurity Act 1993.

9.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 9

9.4 The Concessionaire may bring firearms on to the Easement Area for use in connection with the Concession Activity and pest control operations.

9.5 The Concessionaire may for purposes of the Concession Activity take onto or use vehicles on the Easement Area on existing formed access tracks only.

10. TEMPORARY SUSPENSION

10.1 The Grantor may, at any time in exercise of the Grantor's powers, close all or part of the Easement Area for such period as she/he considers necessary.

11.0 TERMINATION

11.1 The Grantor may terminate this Document by notice in writing to the Concessionaire if:

- (a) the Concessionaire breaches any terms of this Document; and
- (b) the Grantor has notified the Concessionaire in writing of the breach; and
- (c) the Concessionaire does not rectify the breach within 28 days of receiving notification.

11.2 Immediately on termination the Concessionaire must execute a surrender of this Document if the Grantor so requires it.

12.0 INDEMNITIES AND INSURANCE

12.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of

R.C.B.

any acts or omissions of the Concessionaire, its employees, agents, contractors, licensees or invitees or otherwise caused as a result of its use of the Easement Area or the Concessionaire's carrying out of the Concession Activity on the Easement Area.

12.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.

12.3 Without prejudice to or in any way limiting its liability under clause 12.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:

(a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Easement Area and covering:

(i) general indemnity for a sum not less than the amount specified in Item 7 of Schedule 1; and

(ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 8 of Schedule 1; and

(b) statutory liability insurance for the amount specified in Item 9 of Schedule 1; and

(c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 10 of Schedule 1.

12.4 With respect to clause 12.3 the Concessionaire must before commencing the Concession Activity and on each renewal of insurance, provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.

13.0 ASSIGNMENT

13.1 The Concessionaire is not to transfer, sublicense, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it without the prior written consent of the Grantor. The Grantor may, in the Grantor's discretion, decline to grant consent under this clause.

13.2 If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document unless the Grantor otherwise provides in writing.

13.3 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.

13.4 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

14.0 DISPUTE RESOLUTION AND ARBITRATION

14.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.

14.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to mediation with a mediator agreed between the parties.

- 14.3 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Easement Area is located is to appoint the mediator.
- 14.4 In the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions of the Arbitration Act 1996 will apply.
- 14.5 Notwithstanding any provision to the contrary in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the District Law Society in the region in which the Easement Area is located is to appoint the arbitrator. The arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 14.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.
- 14.7 The parties agree that the results of any arbitration are to be binding on the parties.

15.0 NOTICES

- 15.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 11 of Schedule 1.
- 15.2 A notice given in accordance with clause 15.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of pre-paid post, on the third working day after posting;
 - (c) in the case of facsimile, on the Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.

16.0 RELATIONSHIP OF PARTIES

- 16.1 Nothing expressed or implied in this Document shall be construed as:
- (a) conferring on the Concessionaire any right of exclusive occupation or use of the Easement Area;
 - (b) preventing the Grantor from granting similar concessions to other persons;
 - (c) derogating from the rights of the Grantor and the public to have access across the Easement Area.

17.0 SPECIAL CONDITIONS

- 17.1 Special conditions relating to this Document are set out in Schedule 2.
- 17.2 The standard conditions contained in this Document must be read subject to any special conditions.

Signed by :

for and on behalf of
the Minister of Conservation

WGNHO-118917 - Easement Concession - Version 4. 15 July 2002
Chcro-62872. Glendene. b-c. 28/10/04

R.C.B.

pursuant to a written delegation (or designation as the case may be)
in the presence of :

Witness:
Occupation:
Address:

Signed by :

as Concessionaire
in the presence of :

Witness :
Occupation :
Address :

AGB.

SCHEDULE 1

1. **Servient Land:**
The formed vehicle track "comprising the blue line between points "b" and "c" over the area outlined in pink and labelled CA3 on the Designations Plan. (see definition of Servient Land in clause 1.1)
2. **Dominant Land:** (see definition of Dominant Land in clause 1.1)
Area outlined in green on the Proposed Designations Plan.
3. **Easement Area:** (see definition of Easement Area in clause 1.1)
As marked on Proposed Designations Plan
4. **Concession Activity:** (see definition of Concession Activity in clause 1.1)
The right for the Transferee:
 - (a) to use the Easement Area for access by motor vehicle, by foot and by non motorised vehicles powered by a person or persons;
 - (b) to use the Easement Area for access for farm dogs, farm stock, and farm machinery and implements for farm management purposes;
 - (c) to authorise motor vehicle use of the Easement Area by members of the public and invitees.
 - (d) to maintain the existing road on the Easement Area to its current or similar standard.
5. **Term:** In perpetuity (see clause 3.1)
6. **Compensation:** \$ Nil (see clause 4.1)
(payable on date of execution of this Document)
7. **Public Liability General Indemnity Cover:** (see clause 12.3)
for \$1,000,000
8. **Public Liability Forest & Rural Fire Act Extension:** (see clause 12.3)
for \$1,000,000
9. **Statutory Liability Insurance** (see clause 12.3)
for \$20,000
10. **Other Types of Insurance:** Not Applicable (see clause 12.3)
11. **Address for Notices (including facsimile number):** (see clause 15)
 - (a) **Grantor** Conservation House, 77 Lower Stuart Street, Dunedin
Telephone (03) 477-0677
Facsimile (03) 477-8626
 - (b) **Concessionaire** Glen Dene Station, Lake Hawea
Telephone (03) 443 1554
Facsimile (03) 443-4677

RAB

SCHEDULE 2

Special Conditions

1. Clause 8.1 is amended to read "The Concessionaire must not erect or bring on to the Easement Area any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor, such consent not to be unreasonably withheld".
2. Earthworks (including tracking, draining or ditching) referred to in Clause 9.1 (f) may be undertaken on the Easement Area without specific consent of the Grantor provided that they occur on or immediately adjacent to the existing road formation. In the event that due to slipping or subsidence the road requires rerouting consent for these activities will not be unreasonably withheld.
3. In relation to Clause 9.1(g) it is acknowledged that some disturbance of water courses is inevitable where the easement area crosses or runs adjacent to water courses.
4. Clause 9.2 (a) is amended to read: The Concessionaire, must at the Concessionaire's expense:
 - (a) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Easement Area or any Structure or facility on the Easement Area; arising from the grant of this Concession."
5. Clause 11.1 (a) is modified to read:

The Grantor may terminate this Document by notice in writing to the Concessionaire if:

 - (a) the Concessionaire significantly breaches any terms of this Document;
6. In relation to Clause 13.1 consent to transfer, sublicense, assign, mortgage or otherwise dispose of the Concessionaires interest under this Document will not be unreasonably withheld by the Grantor.

Appendix 15: Right of Way Easement

ALB.

RIGHT OF WAY EASEMENT

THIS DEED made this 29 day of November 2005

PARTIES:

1. Grantor: THE COMMISSIONER OF CROWN LANDS pursuant to the Land Act 1948.
2. Grantee: MT BURKE STATION LIMITED
3. Lessee: GLEN DENE LIMITED

BACKGROUND:

- A. The Grantor has granted to the Lessee a Lease under Section 66 of the Land Act 1948 of the land described in Schedule A to this Deed ("the Servient land").
- B. The Grantee is the registered proprietor of the land described in Schedule B to this Deed ("the Dominant land").
- C. The Grantor has agreed to grant the Grantee the right of way easement sought over the Servient land on the terms and conditions now stated.

AGREEMENT:

NOW IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:-

1. **Interpretation**
 - 1.1 In this agreement, unless the context otherwise requires:
 - "Commencement date" means the date of this Deed;
 - "Deed" means this Agreement executed as a Deed;
 - "Easement Land" means that part of the Servient land marked "A" on Survey Office Plan 19407;
 - "Pastoral Lease" means a Lease under Section 66 of the Land Act 1948 of the Servient Land entered into between the Grantor as Lessor and the Lessee.
2. **Grant of Right of Way**
 - 2.1 In consideration of the sum of ONE DOLLAR (\$1.00) paid by the Grantee to the Grantor (receipt of which is acknowledged) the Grantor does hereby TRANSFER

RBZ

RB.

AND GRANT to the Grantee a right of way easement over the Easement Land to be forever appurtenant to the Dominant land.

3. **Rights in Connection with Right of Way**

3.1 In substitution for any and all of the rights set out in the Ninth Schedule to the Property Law Act 1952 the Grantee together with the Grantee's servants, tenants, agents, workmen, licencees and invitees (in common with the Grantor, the Grantor's tenants and any other person lawfully entitled) shall have the right at all times by day and by night to go, pass and re-pass with or without vehicles, machinery and implements of any kind over and along the Easement Land subject to the terms and conditions set out in this Deed.

3.2 The Grantee shall have the following rights and powers:

3.2.1 The right at the Grantee's cost to establish vehicular access way where no such access way exists, and to effect necessary repairs to any existing vehicular access way and to carry out any necessary maintenance and upkeep where necessary on the Easement Land.

3.2.2 The right to have the Easement Land kept clear at all times of obstructions that are caused by parked vehicles, deposited materials or unreasonable impediment to the use and enjoyment of the right of way easement.

3.2.3 The right of entry onto the Servient Land with or without machinery, plant and equipment for the aforesaid purposes PROVIDED THAT the Grantee shall cause as little disturbance to the Servient land as is possible and restore the surface of the Servient land as nearly as possible to its original condition following any work on the Easement Land.

4. **Obligations of the Grantee**

4.1 In exercising any of its rights and powers in connection with the easement granted by this Deed the Grantee shall at all times:

4.1.1 Keep to any designated tracks on the Servient Land.

4.1.2 Keep any gates on the Servient land closed after use by the Grantee.

4.1.3 Take reasonable precautions to guard against danger on the Servient land.

4.1.4 Not cause damage or disturbance to the surface of the Servient land and/or restore to former condition if the Servient land is damaged or disturbed as a result of any action permitted by this Deed.

4.1.5 At the Grantee's cost maintain and repair the vehicular access way and any tracks on the Easement Land required by the Grantee for or in connection with the rights conferred by this Deed to the standard of maintenance and repair reasonably required by the Grantor.

- 4.1.6 At the Grantee's cost maintain and repair any fences, gates, drains, buildings or other structures on the Easement Land when damage is caused to the same by the Grantee's actions.
- 4.1.7 Not create or permit to be created any obstruction of the Grantor, or the Lessee or thier agents, employees and contractors upon the Easement Land.
- 4.1.8 Not undertake or permit to be undertaken any activity other than those permitted by this Deed.
- 4.1.9 Compensate the Lessee for any damage to stock on the Servient land caused by the Grantee's actions.
- 4.1.10 Comply with all Statutes and Regulations applicable in connection with the exercise of any rights conferred by this Deed.

5. Indemnity

- 5.1 The Grantee hereby indemnifies the Grantor, and the Grantor indemnifies the Grantee against any loss, claim, damage, cost, expense, liability or proceedings suffered or incurred at any time by the Grantor in connection with this Deed or as a direct result of exercise by the Grantee of its rights under this Deed, or any breach by the Grantee of its obligations, undertakings or warranties contained or implied by this Deed.

6. Exclusion of Grantor's Liability

- 6.1 No liability for the Grantor in contract, tort or otherwise in relation to any aspect of this Deed (extending to consequential loss, anything arising directly or indirectly from the Deed, any activity of the Grantor on the Grantor's land).

7. Registration

- 7.1 This Deed may be registered and both parties will do all things necessary to enable registration.

8. Costs

- 8.1 The Grantee shall meet the costs for preparation and registration of this Deed and for the installation of any structures or work required for the purposes of the rights created by this Deed.

9. No Compensation

REI

9.1 The Lessee under the Pastoral Lease waives its right to any compensation from the Grantor in respect of the grant of easements in this Deed pursuant to Section 60(1) of the Land Act 1948.

10. Grantor's Right of Delegation

10.1 All rights, benefits and obligations of the Grantor arising under this Deed may be exercised by any person duly appointed by the Grantor PROVIDED THAT the exercise of any such rights, benefits or obligations by that person shall not limit the liability of the Grantor in the performance or observance of the provisions of this Deed.

11. Notices

11.1 All notices and other communications required or permitted under this Deed must be in writing and delivered personally, send by registered post (within New Zealand), or sent by facsimile transmission (and promptly confirmed by registered post). Any such notice will be deemed given when so delivered personally, or if sent by facsimile transmission on the next following business day or the next day after sending by registered post in New Zealand at the address set out below or at such other addresses for a party as is specified by a like notice.

Address for the Grantor:

The office of the Commissioner of Crown Lands, Private Box 5501, Wellington
 Facsimile (04) 472 2244

Address for the Grantee:

Mt Burke Station Ltd
 c/- Berry & Co.
 Solicitors
 PO Box 10
 Oamaru

13. Arbitration

13.1 Subject to Section 17 of the Land Act 1948 all differences and disputes which may arise between the parties hereto or any of them touching concerning this Agreement or the construction thereof or the rights or liabilities of any parties hereunder shall be determined by arbitration of a single arbitrator if the parties can agree upon one or, failing such agreement, by two arbitrators (one to be appointed by the Grantor and the other by the Grantee) and their umpire in accordance with the Arbitration Act 1966.

RSTZ

R.B.

Schedule A

8000.4769 hectares or thereabouts being Run 799 and Part Run 579 and Section 1 SO Plan 30012 and Sections 1 to 7 SO Plan 301184 and Sections 1-6 SO Plan 24219 and Sections 1-9 SO Plan 24813, Certificate of Title OT386/19 (Otago Registry).

Schedule B

9998.1140 hectares or thereabouts being Part Run 800 and Section 7 Block VI, Lower Wanaka Survey District, Certificate of Title 338/97 (Otago Registry).

REBECCA JANE GILLESPIE

SIGNED by: *for and on behalf of*
COMMISSIONER OF CROWN LANDS
as Grantor in the presence of:-

[Signature]
.....
Authorised Signatory

David Kellner Witness
C-LINZ N.O Address
portfolio manager Occupation

SIGNED for an on behalf of:-
MT BURKE STATION LIMITED
as Grantee in the presence of:-

[Signature]
.....

[Signature] Witness
P.O. Box 566 Dunedin Address
Accountant Occupation

SIGNED for an on behalf of:-
GLEN DENE LIMITED
as Lessee in the presence of:-

[Signature]
.....

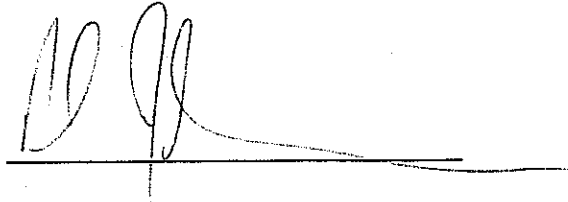
[Signature] Witness
101 upon st Dunedin Address
Nanny Occupation

[Handwritten initials]

Execution Section

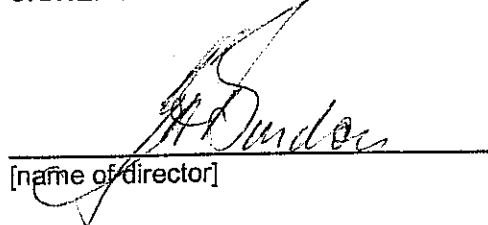
This Proposal (including the schedules and appendices) is signed by the Commissioner and the Holder as a binding agreement.

SIGNED for and on behalf of the
Commissioner of Crown Lands
by Paul Alexander Jackson acting
pursuant to a delegated authority in
the presence of:

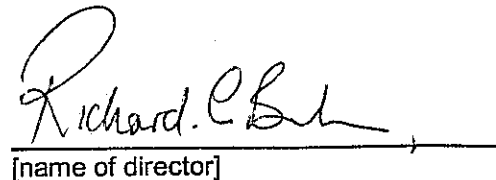


 a m baron
Witness
 Solicitor
Occupation
 Wellington
Address

SIGNED for and on behalf of Glen Dene Limited by two of its directors:



[name of director]



[name of director]





Memorandum of Agreement Pursuant to the Public Works Act 1981.

File Reference:

Agreement made this 26th day of July 2005
between the Crown and Glen Dene Limited (called the Owner) being the lessee of the land described below for the estate of leasehold in possession offers to sell to the Crown for the purposes of roading the land described in Schedule C Clause 1 for the sum of \$200.00 [inclusive of GST].

*free of all leases and tenancies and discharged from all encumbrances and requisitions

all the piece(s) of land comprising about 1400 m2 subject to survey being all that land described in Clause 1 of Schedule C

and being part of the land in Computer Interest Register OT386/19 Otago Registry (called the land) on and subject to the conditions set out in the Schedules:

1. The Owner agrees to:
 - (a) give to the Crown on settlement an executed memorandum of transfer of land or alternatively at the option of the Crown the Owner agrees to the land being acquired by Proclamation or Declaration under the Public Works Act 1981, and to
 - (b) accept the above sum in full settlement of compensation for the land and all rights, easements, and appurtenances belonging to the land and of all claims and demands in respect of the acquisition of the land,
2. The Owner authorises the Crown to retain and pay (if demanded) to the persons entitled the whole or a sufficient portion of the compensation to release the land from all encumbrances affecting the same;
3. The Owner further agrees to provide to the Crown any required consents to enable the Crown to complete acquisition by proclamation and to comply with the requirements set out in the Schedules.
4. This agreement shall not be binding on the Crown until signed on behalf of the Crown.

*Signed by / *Common Seal affixed

Richard P. Burdon

 *Signature of Owner / *Common Seal
Richard C. Burdon

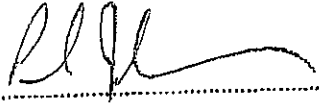
 *Name of Signatory / *Name of Company

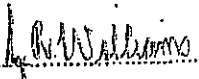
in the

presence of: Jules Blanchard Richard C.
 *Name of witness / *Signature of Director
101 Upton St. Wanaka Richard C.
 *Address of witness / *Signature of Director
Nanny Richard C.
 *Occupation of witness / *Signature of Secretary

RAB.

I accept the above offer to sell/confirm the above agreement to take by Proclamation or Declaration.

Signed 
by:
Signature of Authorised Officer
Paul Jackson
Name of Authorised Officer
For and on behalf of Her Majesty the Queen and
acting pursuant to delegated authority from the Chief
Executive of Land Information New Zealand pursuant
to Section 41 of the State Sector act 1988

in the
presence of: 
Signature of witness

Graham Roger Williams
Name of witness

Land Information New Zealand, Wellington
Address of witness

Technical Leader Liabilities
Occupation of witness

* Delete if not applicable



RELEASED UNDER THE OFFICIAL INFORMATION ACT

Schedule A: Conditions relating to Transfers**Schedule B: Conditions relating to land taken or to be taken by Proclamation or Declaration****(1) Acquisition of Title**

The Crown will take title by Proclamation or Declaration but may register a compensation certificate against the title pending issue of the Proclamation or Declaration to facilitate settlement.

(2) Possession

Vacant possession of the land shall be given to the Crown on settlement which shall be no later than one month from date the owner advised that the agreement is unconditional.

(3) Mortgagees' Statements

As the issue of the Proclamation or Declaration will clear or has cleared the land of any encumbrance the Owner shall advise whether the land is, or was, at the date of acquisition viz,, subject to any registered or unregistered mortgage, lien, or charge. If the land is/was so subject the Owner or his solicitor shall forward to the Crown statements signed by each mortgagee and holder of the lien or charge setting out the amount required to be paid to it in discharge of reduction of the mortgage debt or for the release of the lien or charge.

(4) Rates

No rates shall be apportioned.

(5) Compensation

The Owner acknowledges that the above sum is in full settlement of compensation pursuant to the provisions of the Public Works Act 1981 for the land together with the rights, easements and appurtenances thereto belonging.

Schedule C: *see attached page for any conditions special for this transaction*

Note: The Owner should initial this side of the page, any alterations in print, additions to print and attachments and should be given a copy of this form for his/her/their own use.

Schedule C

- 1) The land to be acquired by the Crown
 - (i) Part Run 799 as illustrated on the attached plans in Appendix 1.
- 2) The acquisition and vesting of the land described in 1 above is subject to the following conditions:
 - a) The Commissioner of Crown Lands consenting to the acquisition of the Lessors interest on or before 30 September 2005.
 - b) The Crown obtaining all statutory and local authority clearances, consents and approvals on conditions acceptable to the Crown on or before 30 September 2005.
- 3) The Crown shall survey the land to be acquired and will complete all statutory requirements at no cost to the owner.
- 4) There shall be no apportionment of rates.
- 5) GST will be payable on production of valid tax invoices prepared in accordance with Section 24 of the Good and Services Act 1985.
- 6) The Owner acknowledges the above amount is the full and final settlement of all claims under the Public Works Act 1981 pertaining to the purchase of this land only.
- 7) This agreement is subject to the owner obtaining a partial discharge of mortgage over the land within 10 days of this agreement becoming unconditional.
- 8) This agreement is subject to the owner and the Crown reaching an unconditional agreement on the Tenure Review of CIR OT386/19 within six months of the date of this agreement.

RAB.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

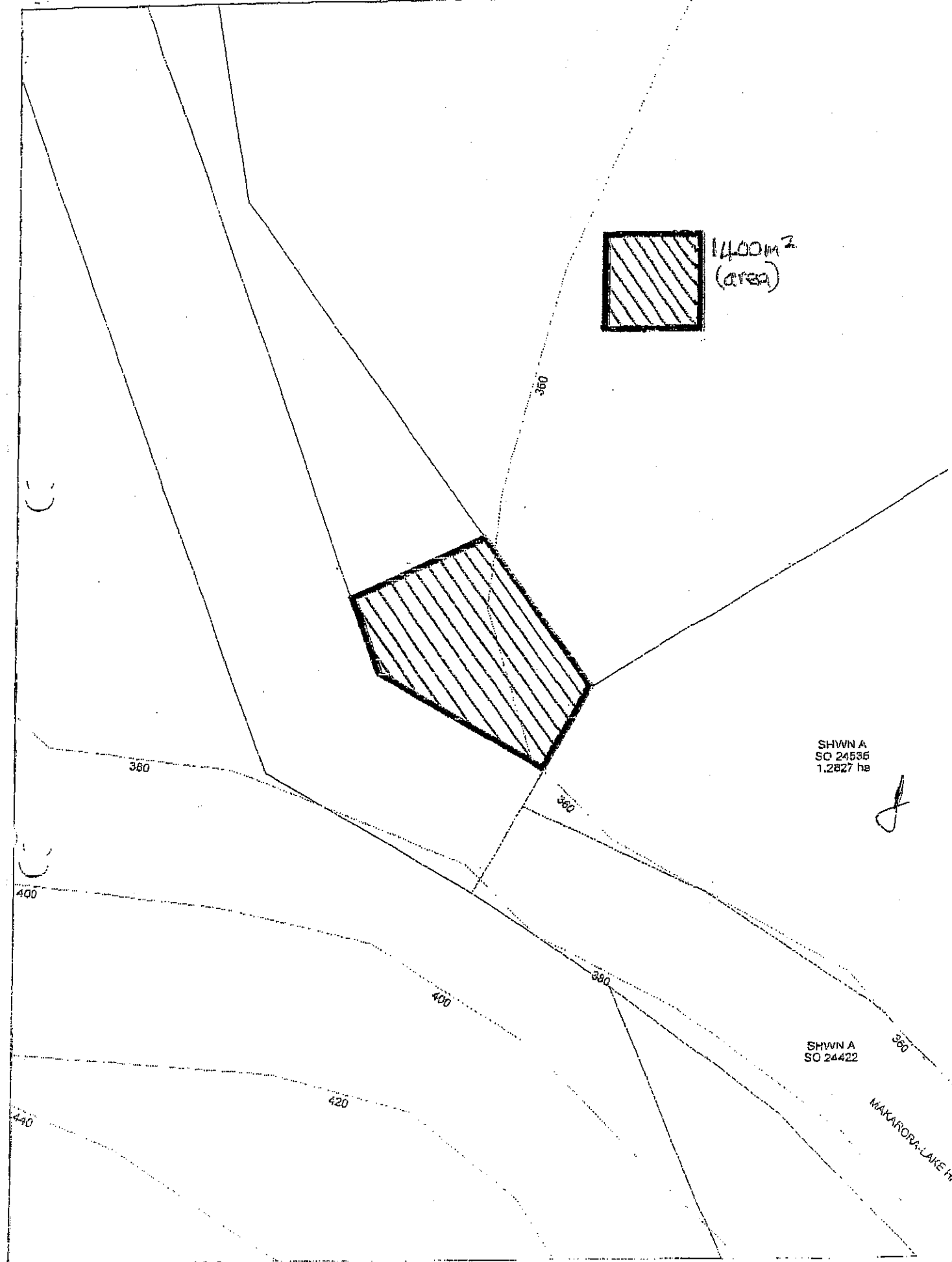
Appendix 1

5

5

RUB.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

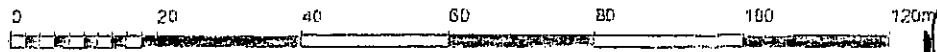


SHWN A
SO 24535
1.2827 ha

SHWN A
SO 24422

MAKARORA LAKE HWY

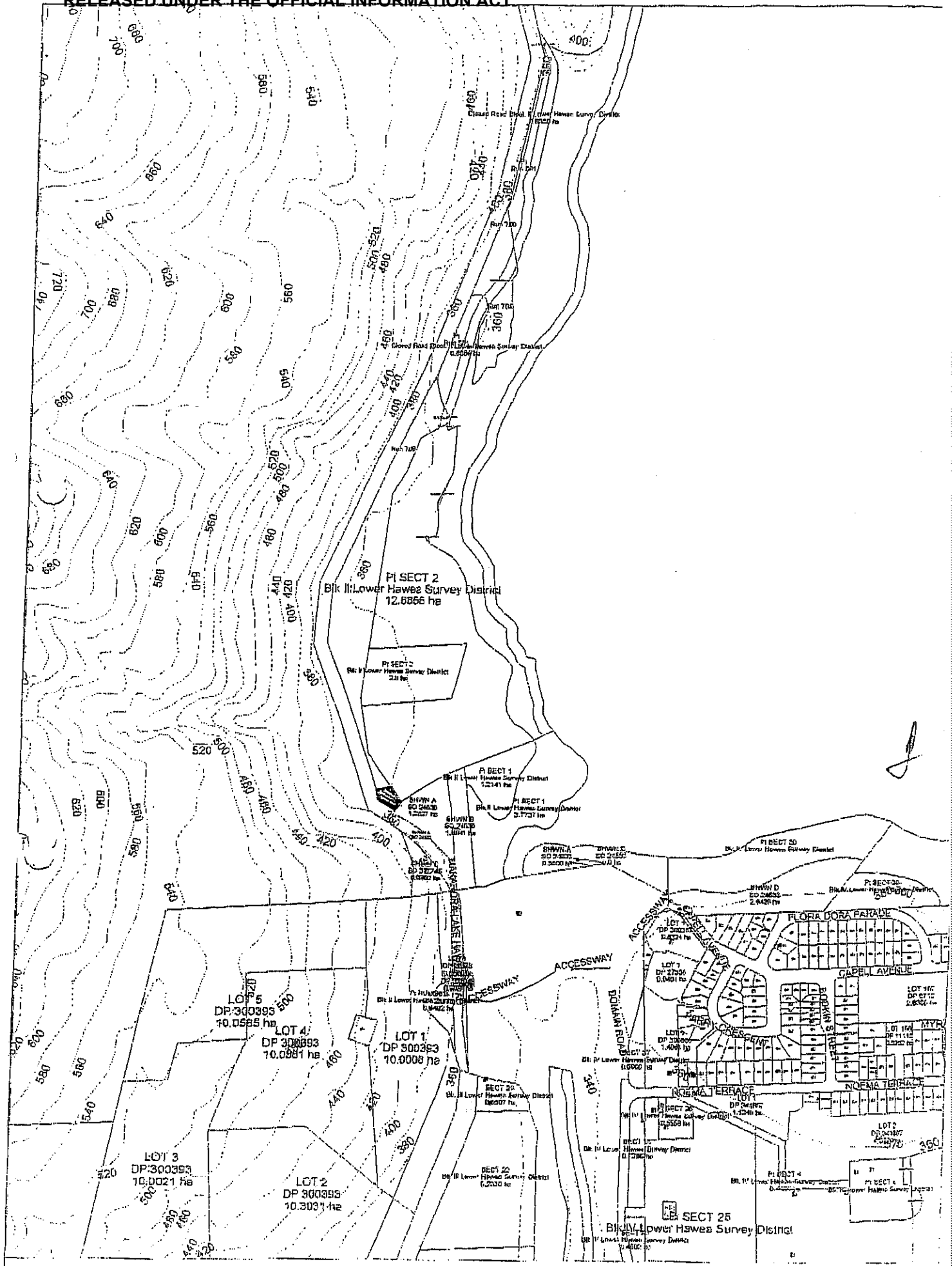
QuickMap
Custom Software Ltd



Any person wishing to rely on the information shown on this map must independently verify the information.
Scale 1:1000 Topographical and Cadastral map derived from LINZ data.

Handwritten signature

RELEASED UNDER THE OFFICIAL INFORMATION ACT



QuickMap
Custom Software Ltd

0 200 400 600 800 1000 1200m

Any person wishing to rely on the information shown on this map must independently verify the information.
Scale 1:10000 Topographical and Cadastral map derived from LINZ data.

R.A.S.

Appendix 13: Farm Management Easement (k-k1)

A handwritten signature in black ink, appearing to be 'RAB', is located in the bottom right corner of the page.

Concession number: _____

DATED _____

Between

MINISTER OF CONSERVATION
("the Grantor")

and

GLEN DENE LIMITED ("the Concessionaire")

EASEMENT CONCESSION
UNDER CROWN PASTORAL LAND ACT 1998



Department of Conservation
Te Papa Atawhai

ACB.

THIS DOCUMENT is made this day of

PARTIES:

1. MINISTER OF CONSERVATION, ("the Grantor")
2. GLEN DENE LIMITED, ("the Concessionaire")

BACKGROUND

- A. The land described in Item 1 of Schedule 1 as the Servient Land is a Conservation Area under the management of the Grantor.
- B. The land described in Item 2 of Schedule 1 as the Dominant Land is freehold land of the Concessionaire.
- C. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant a Concession for a Concession Activity in a Conservation Area and a Reserve under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).
- D. The Concessionaire wishes to carry out the Concession Activity on the Easement Area subject to the terms and conditions of this Document.
- E. The Grantor has agreed to grant the Concessionaire an Easement appurtenant to the Dominant Land over that part of the Servient Land specified as the Easement Area.

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

"Background" means the matters referred to under the heading "Background" on page 2 of this Document.

"Compensation" means the amount specified in Item 6 of Schedule 1 and required by the Grantor under section 53 of the Crown Pastoral Land Act 1988 and section 17X of the Conservation Act 1987 for the adverse effects of the Concession Activity on the Crown's or public's interest in the Easement Area.

"Concession" means a concession as defined in section 2 of the Conservation Act 1987.

"Concessionaire" means the registered proprietor for the time being of the Dominant Land and includes the Concessionaire's successors, assigns, executors, and administrators.

"Concession Activity" means the use of the Easement Area by the Concessionaire for purposes specified in Item 4 of Schedule 1.

"Conservation Area" has the same meaning as "Conservation area" in section 2 of the Conservation Act 1987.

"Director-General" means the Director-General of Conservation.

"Document" means this document and any subsequent amendments and all schedules, annexures, and plans attached to it.

"Dominant Land" means the land specified in Item 2 of Schedule 1.

"Easement" means the Appurtenant Easement granted under this Document by the Grantor to the Concessionaire under section 17Q of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

"Easement Area" means that part of the Servient Land specified in Item 3 of Schedule 1.

"Reserve" has the same meaning as "reserve" in section 59A of the Reserves Act 1977.

"Servient Land" means a Conservation Area being the area more particularly described in Item 1 of Schedule 1.

"Structure" includes a bridge, a culvert, and a fence.

"Term" means the period of time specified in Item 5 of Schedule 1 during which this Document operates.

"Working Day" means the period between any one midnight and the next excluding Saturdays, Sundays and Statutory holidays in the place where the Concession Activity is being carried out.

1.2 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (d) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include other genders;
- (g) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;
- (h) where the Grantor's consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

1.3 Words used in the Background to this Document have the same meaning given to them in clause 1.1.

2.0 GRANT OF APPURTENANT EASEMENT

2.1 In exercise of the Grantor's powers under either section 66 or section 68 of the Crown Pastoral Land Act 1998 (whichever is relevant in the circumstances) the Grantor **GRANTS** to the Concessionaire an **EASEMENT APPURTENANT** to the Dominant Land under either section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances) to carry out the Concession Activity on the Easement Area subject to the terms and conditions contained in this Document.

3.0 TERM

3.1 The Easement is for the Term specified in Item 5 of Schedule 1.

RAB

4.0 COMPENSATION

4.1 The Concessionaire must pay to the Grantor in the manner specified by the Grantor the Compensation specified in item 6 of Schedule 1.

4.2 Under section 13 of the Crown Pastoral Land Act 1998 the Grantor waives any requirement for rent on the basis that the costs of setting and collecting the rent would exceed any rent which may be collected.

5.0 OTHER CHARGES

5.1 In addition to Compensation, the Concessionaire must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which may become payable in relation to the Easement Area and which are attributable to the Concessionaire's use of or activity on the Easement Area.

6.0 CONCESSION ACTIVITY

6.1 The Concessionaire is not to use the Easement Area for any purpose other than the Concession Activity.

7.0 COMPLIANCE

7.1 The Concessionaire will comply where relevant:

(a) with the provisions of any conservation management strategy or conservation management plan under Part IIIA of the Conservation Act 1987 together with any amendment or review of any strategy or plan whether approved before, on, or after the date on which this Document takes effect; and

(b) with the Conservation Act 1987, the Reserves Act 1977, the Resource Management Act 1991 and the Health and Safety in Employment Act 1992 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Area or affecting or relating to the Concession Activity.

8.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

8.1 The Concessionaire must not erect or bring on to the Easement Area any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.

8.2 The Concessionaire must keep and maintain any Structures, and facilities on and alterations to the Easement Area in good repair.

8.3 On expiry or early termination of this Document either as to the whole or any part of the Easement Area, the Concessionaire will not be entitled to compensation for any improvements and any Structure or facilities remaining on the Easement Area are to become the property of the Grantor.

8.4 If requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at the Concessionaire's own expense all damage done by the removal and must leave the Easement Area in a clean and tidy condition to the satisfaction of the Grantor.

9.0 PROTECTION OF THE ENVIRONMENT

9.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:

(a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Easement Area; or

RUB.

- (b) bring any plants, or animals (except those stipulated in Item 4 of Schedule 1) on to the Easement Area; or
- (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or
- (d) pile or store materials in any place on the Easement Area where they may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Easement Area; or
- (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Easement Area; or
- (g) disturb or allow stock to disturb any stream or watercourse on the Easement Area; or
- (h) light any fire on the Easement Area.

9.2 The Concessionaire, must at the Concessionaire's expense:

- (a) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Easement Area or any Structure or facility on the Easement Area;
- (b) comply strictly with the provisions of the Biosecurity Act 1993.

9.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 9

9.4 The Concessionaire may bring firearms on to the Easement Area for use in connection with the Concession Activity and pest control operations.

9.5 The Concessionaire may for purposes of the Concession Activity take onto or use vehicles on the Easement Area on existing formed access tracks only.

10. TEMPORARY SUSPENSION

10.1 The Grantor may, at any time in exercise of the Grantor's powers, close all or part of the Easement Area for such period as she/he considers necessary.

11.0 TERMINATION

11.1 The Grantor may terminate this Document by notice in writing to the Concessionaire if:

- (a) the Concessionaire breaches any terms of this Document; and
- (b) the Grantor has notified the Concessionaire in writing of the breach; and
- (c) the Concessionaire does not rectify the breach within 28 days of receiving notification.

11.2 Immediately on termination the Concessionaire must execute a surrender of this Document if the Grantor so requires it.

12.0 INDEMNITIES AND INSURANCE

12.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of

Ab.

any acts or omissions of the Concessionaire, its employees, agents, contractors, licensees or invitees or otherwise caused as a result of its use of the Easement Area or the Concessionaire's carrying out of the Concession Activity on the Easement Area.

- 12.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.
- 12.3 Without prejudice to or in any way limiting its liability under clause 12.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:
- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Easement Area and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 7 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 8 of Schedule 1; and
 - (b) statutory liability insurance for the amount specified in Item 9 of Schedule 1; and
 - (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 10 of Schedule 1.
- 12.4 With respect to clause 12.3 the Concessionaire must before commencing the Concession Activity and on each renewal of insurance, provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.

13.0 ASSIGNMENT

- 13.1 The Concessionaire is not to transfer, sublicense, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it without the prior written consent of the Grantor. The Grantor may, in the Grantor's discretion, decline to grant consent under this clause.
- 13.2 If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document unless the Grantor otherwise provides in writing.
- 13.3 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 13.4 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

14.0 DISPUTE RESOLUTION AND ARBITRATION

- 14.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 14.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to mediation with a mediator agreed between the parties.

14.3 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Easement Area is located is to appoint the mediator.

14.4 In the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions of the Arbitration Act 1996 will apply.

14.5 Notwithstanding any provision to the contrary in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the District Law Society in the region in which the Easement Area is located is to appoint the arbitrator. The arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

14.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.

14.7 The parties agree that the results of any arbitration are to be binding on the parties.

15.0 NOTICES

15.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 11 of Schedule 1.

15.2 A notice given in accordance with clause 15.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.

16.0 RELATIONSHIP OF PARTIES

16.1 Nothing expressed or implied in this Document shall be construed as:

- (a) conferring on the Concessionaire any right of exclusive occupation or use of the Easement Area;
- (b) preventing the Grantor from granting similar concessions to other persons;
- (c) derogating from the rights of the Grantor and the public to have access across the Easement Area.

17.0 SPECIAL CONDITIONS

17.1 Special conditions relating to this Document are set out in Schedule 2.

17.2 The standard conditions contained in this Document must be read subject to any special conditions.

Signed by :

for and on behalf of
the Minister of Conservation
pursuant to a written delegation (or designation as the case may be)

R.B.

in the presence of :

Witness:
Occupation:
Address:

Signed by :

as Concessionaire
in the presence of :

Witness :
Occupation :
Address :

RUB