



**RECORD OF TITLE**  
**UNDER LAND TRANSFER ACT 2017**  
**Search Copy**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **1290**  
**Land Registration District** **Otago**  
**Date Registered** 16 May 2000 09:00 am

**Prior References**

GN387129      GN937371.1      GN949737.1  
GN972807.1

---

|                          |                                                                                                   |                   |               |
|--------------------------|---------------------------------------------------------------------------------------------------|-------------------|---------------|
| <b>Type</b>              | Deed of easement under s60 Land Act 1948                                                          | <b>Instrument</b> | YEC 5001931.1 |
| <b>Area</b>              | 1085.7670 hectares more or less                                                                   |                   |               |
| <b>Legal Description</b> | Section 1 Survey Office Plan 24449 and<br>Section 1-5 Survey Office Plan 24450                    |                   |               |
| <b>Purpose</b>           | In Gross to Store Water, to Operate Water<br>Works and to Operate Geothermal<br>Electricity Works |                   |               |

**Registered Owners**

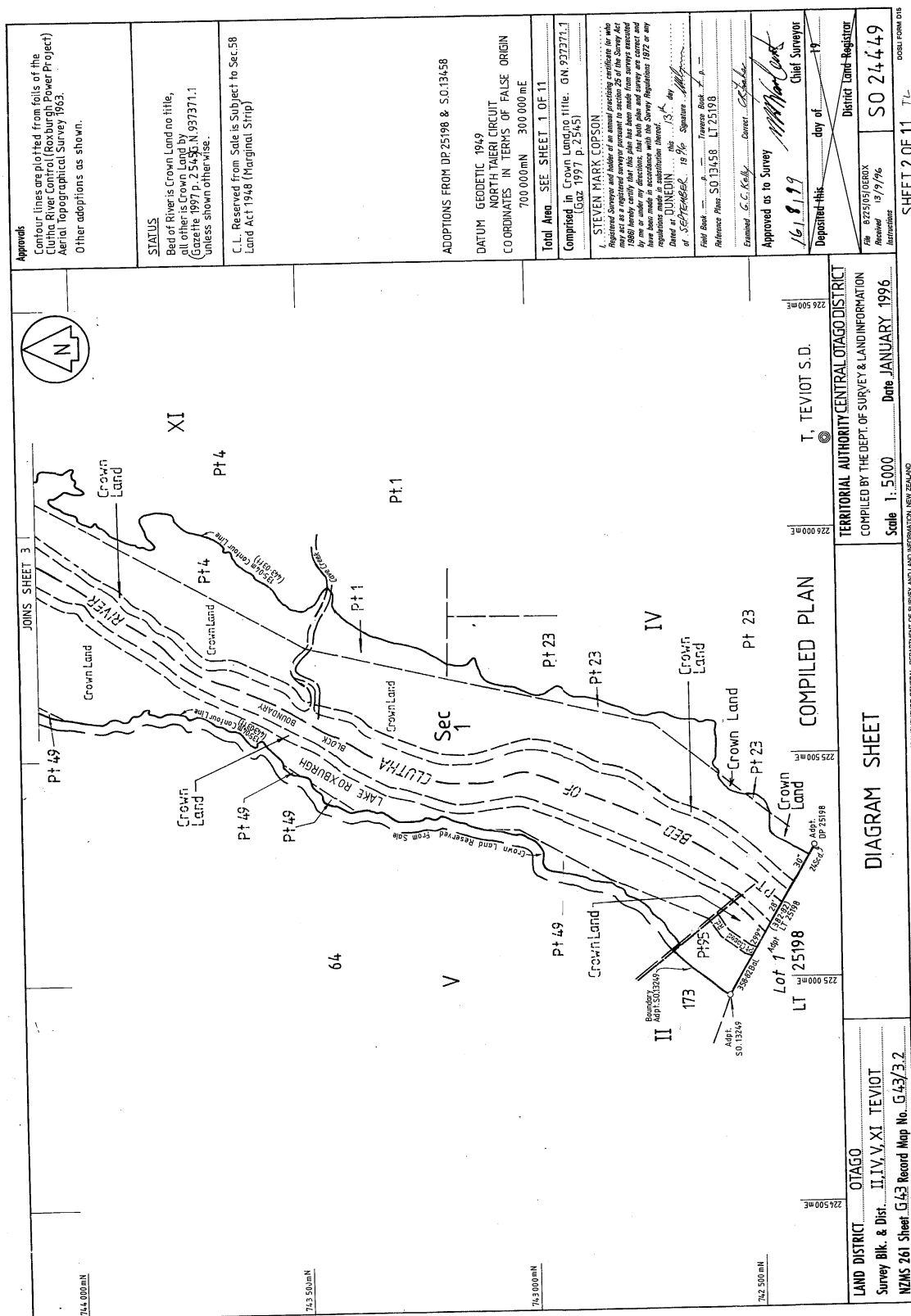
Contact Energy Limited

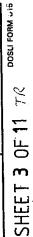
---

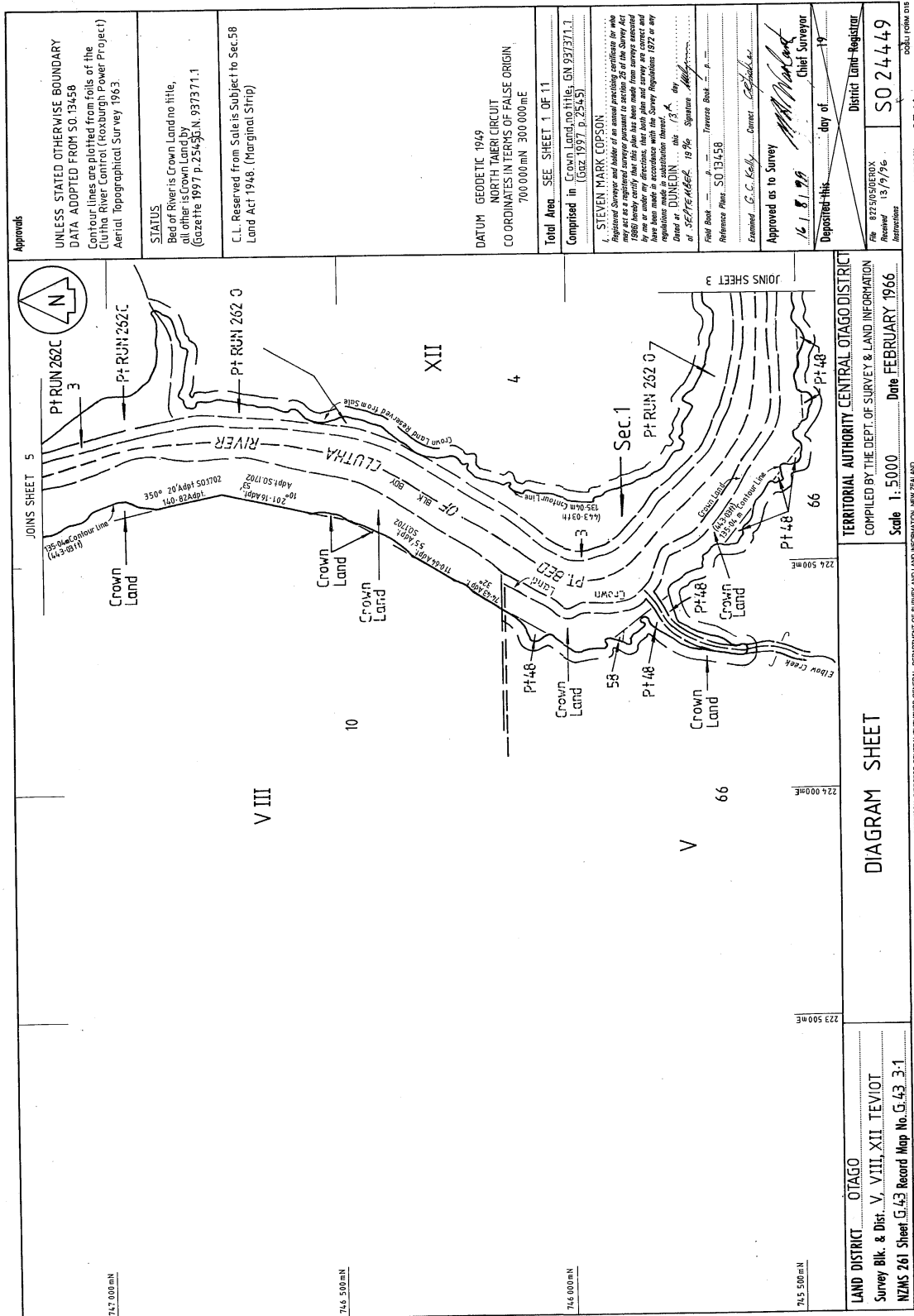
**Interests**

6205136.1 Variation of the conditions of the easements created by Deed of Easement 5001931.1 - 5.11.2004 at 9:00 am  
10557337.3 CT 755030 issued for easements affecting Section 1 SO 342094 - 13.10.2016 at 15:24

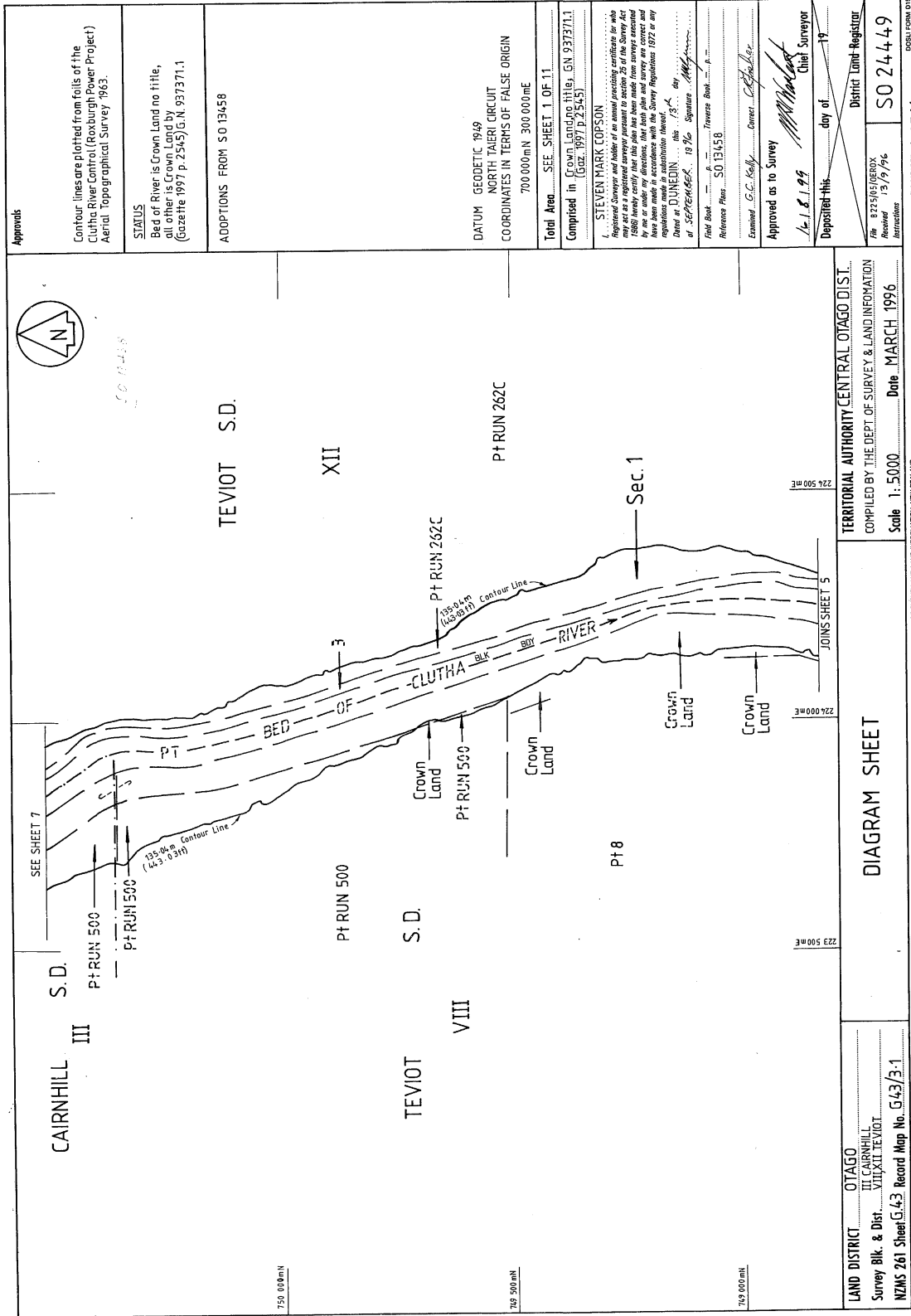
TR SHEET 1 OF 11 DWSLI FORM JTE







SHEETS OF 11

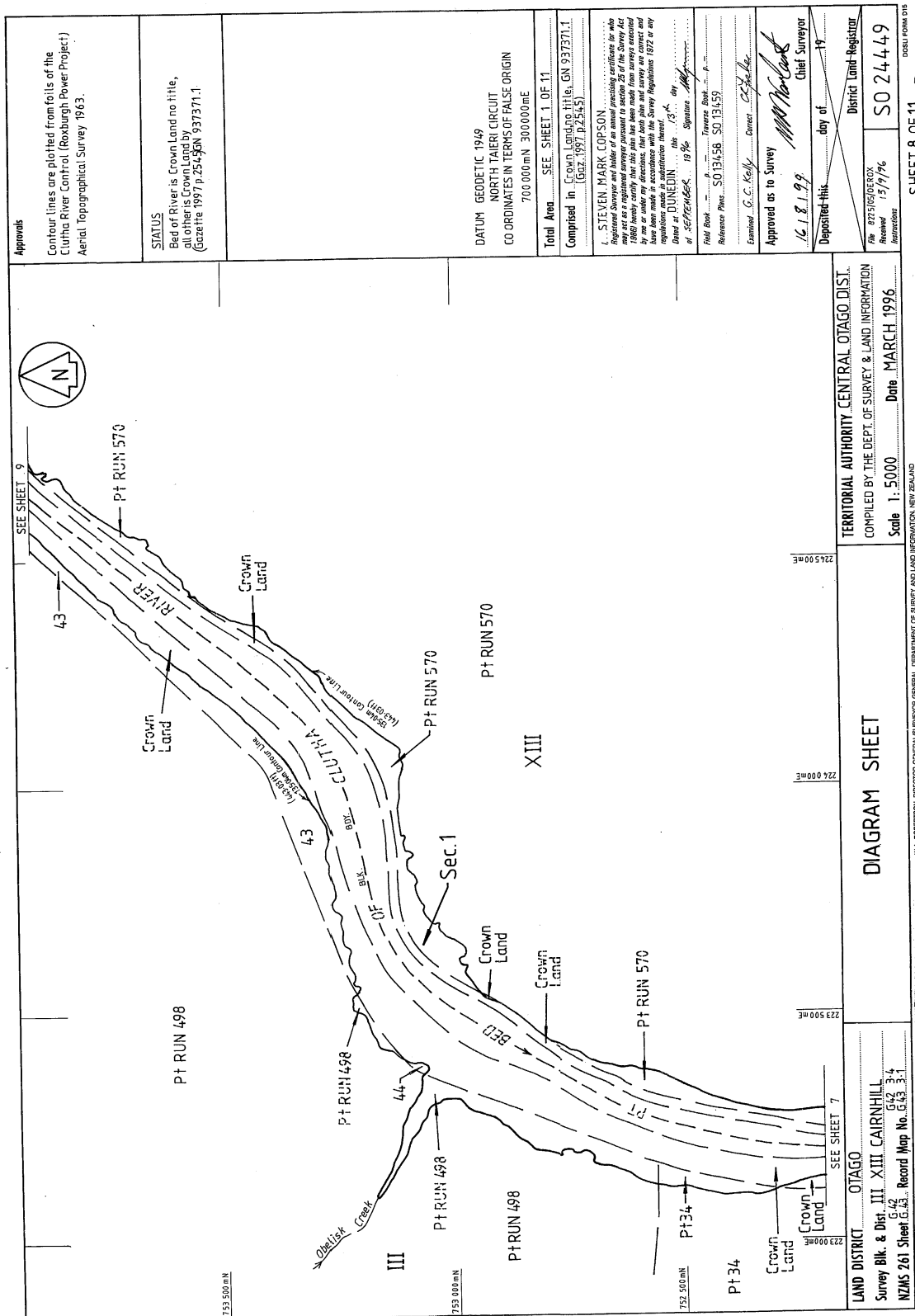


DOBL FORM 015

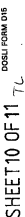
SHEET 6 OF 11

M.A. ROBERTSON, DIRECTOR GENERAL/SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND









| New Description | Former Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Status                                                                                                       |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| Section 1       | <p>Pts Sec 19, Crown Land Blk.II Cairnhill SD.</p> <p>Pts Run 498, Pts Sec 34, Crown Land, Sec 45, Pt Run 500 Blk.III Cairnhill SD.</p> <p>Crown Land, Pts Run 568 Blk.V Cairnhill SD.</p> <p>Crown Land, Pts Run 568 Blk.XII Cairnhill SD.</p> <p>Pt Run 262C, Pts Run 570, Crown Land, Sec 1 Blk.XIII Cairnhill SD.</p> <p>Pts Sec 10, Crown Land Blk.XVII Cairnhill SD.</p> <p>Pt Sec 95, Closed Road, Crown Land, (A &amp; B SO.24347), (A &amp; B SO.24348) Blk.II Teviot SD.</p> <p>Pts Sec 23, Pt Sec 1, Crown Land Blk.IV Teviot SD.</p> <p>Crown Land, Sec 58, Pts Sec 49, Pts Sec 48 Blk.V Teviot SD.</p> <p>Crown Land, Pts Run 500 Blk.VIII Teviot SD.</p> <p>Pts Sec 4, Crown Land Blk.XI Teviot SD.</p> <p>Pts Run 262C, Sec 2, Sec 3, Pts Run 2620 Blk.XII Teviot SD.</p> <p>Pt Bed of Clutha River Blk's II, IV, V, VIII, XI &amp; XII Teviot SD.</p> <p>Pt Bed of Clutha River Blk's II, III, V, XII, XIII &amp; XVII Cairnhill SD.</p> | <p>GN.937371.1</p> <p>Crown Land</p> <p>Crown Land — No Registration</p> <p>Crown Land — No Registration</p> |

|                                                                                                   |                |  |                                                                                                             |
|---------------------------------------------------------------------------------------------------|----------------|--|-------------------------------------------------------------------------------------------------------------|
| LAND DISTRICT<br>OTAGO<br>Survey Blk. & Dist. See individual diagram sheets<br>NZMS 261 Sheet G42 | Schedule Sheet |  | TERRITORIAL AUTHORITY Central Otago District<br>Compiled by Dept of Survey & Land Information<br>Scale Date |
|---------------------------------------------------------------------------------------------------|----------------|--|-------------------------------------------------------------------------------------------------------------|

|              |             |
|--------------|-------------|
| Total Area   | see sheet 1 |
| Comprised in |             |

I, Steven Mark Capson  
Registered Surveyor and holder of an annual practicing certificate for who  
may act as a registered surveyor pursuant to the provisions of the Survey  
Act 1980, do hereby certify that the plan and survey made from surveys executed  
by me or under my direction, that both plan and survey are correct and  
have been made in accordance with the Survey Regulations 1972 or any  
regulations made in substitution thereof.

Dated at Dunedin this 18th day of September 1999  
Signature

Field Book  
Reference Plans

Drawn C.C. Correct

Approved as to Survey 16.8.99 M. Macdonald Chief Surveyor

Deposited this day of 1999

District Land Registrar

File Recharged  
Received 60377

SO 24449

Approved 18.9.99

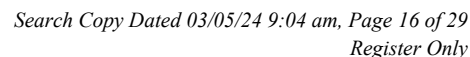
A.2010 SURVEYOR GENERAL LAND INFORMATION NEW ZEALAND

Sheet 11 of 11

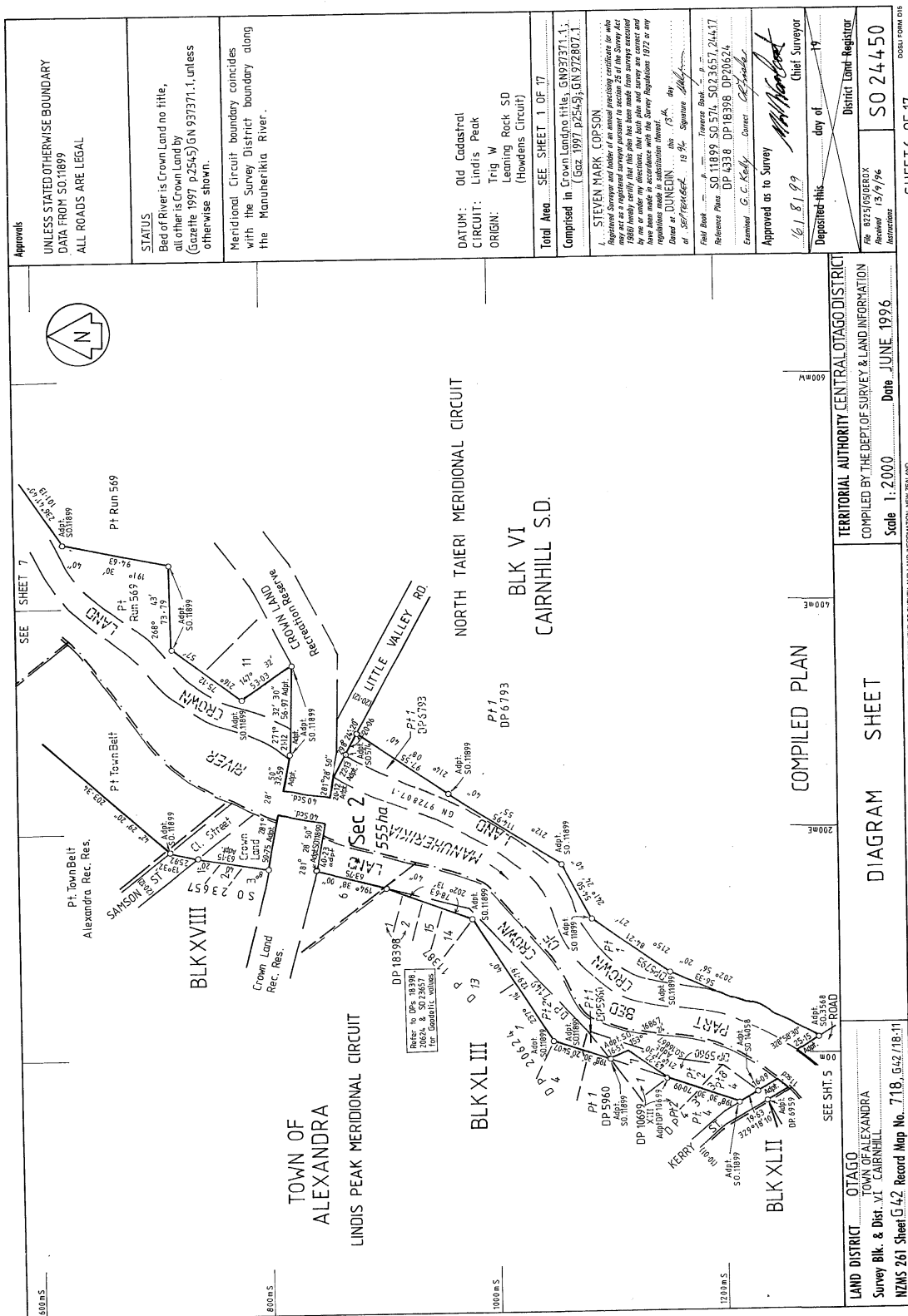


DOSU FORM 015





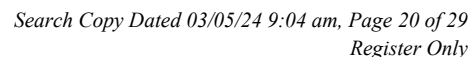


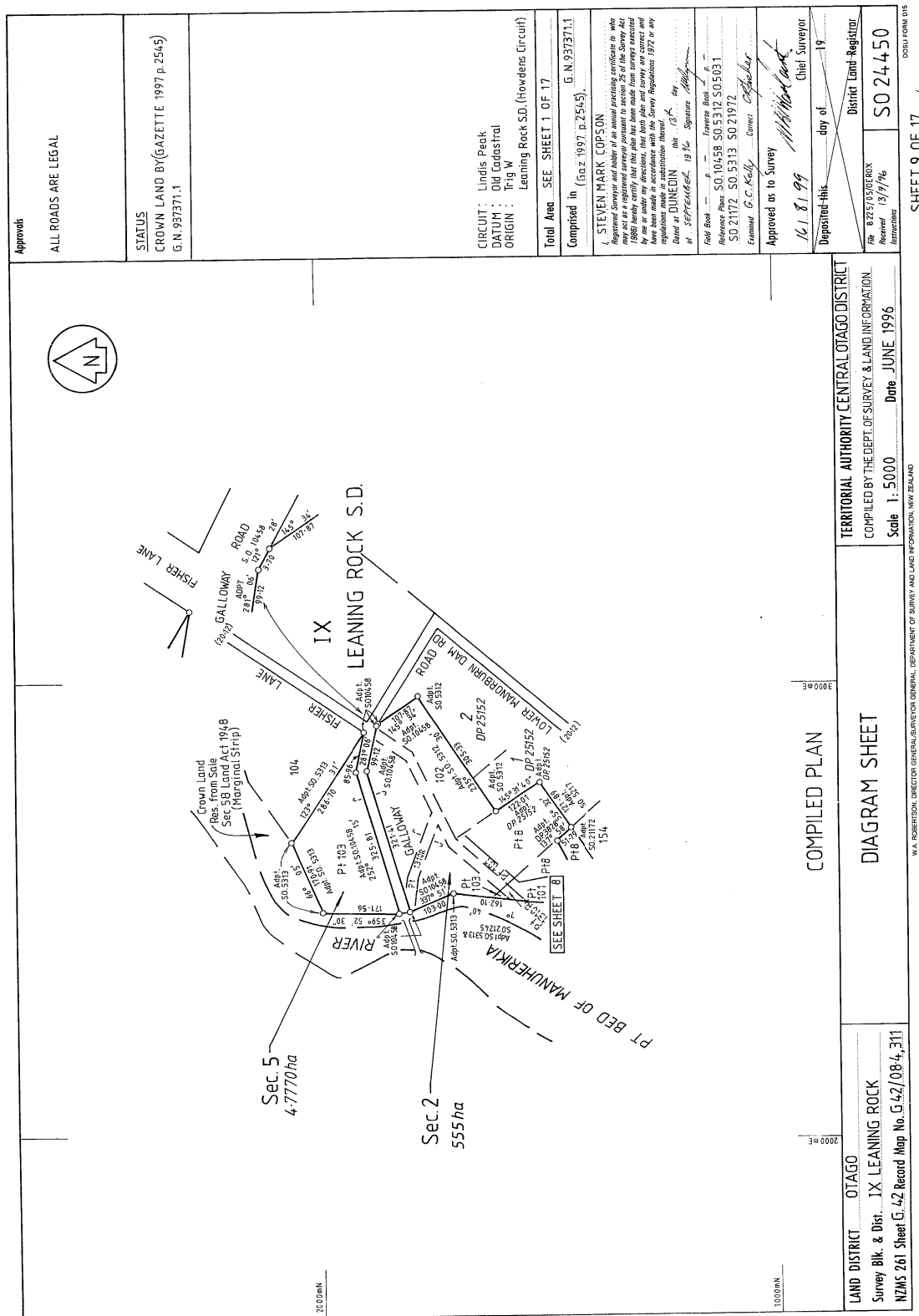


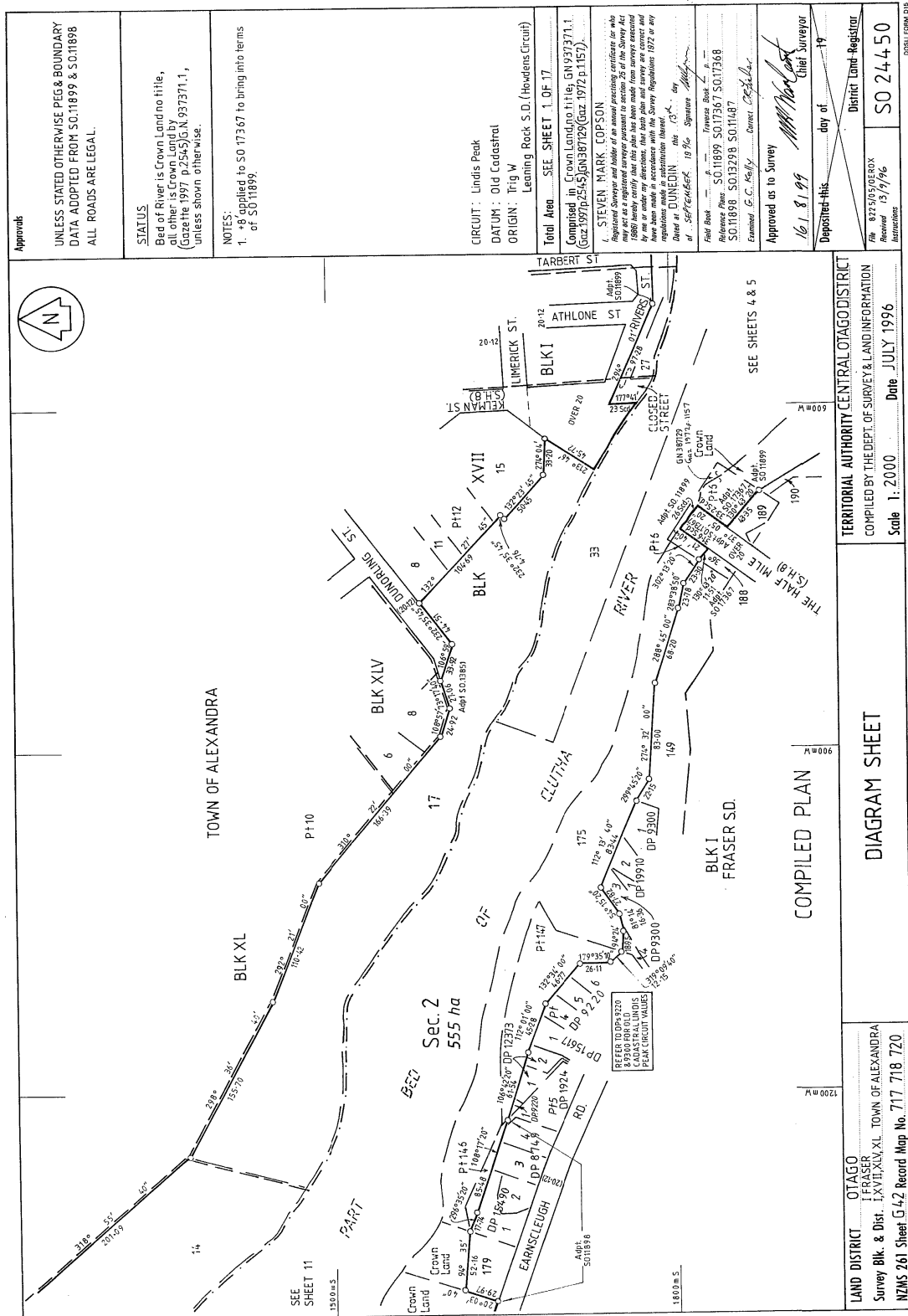
|                       |                                                                                                                                                                                                                                                                                                                     |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Approvals             | UNLESS STATED OTHERWISE BOUNDARY DATA FROM SO 11899 ALL ROADS ARE LEGAL                                                                                                                                                                                                                                             |
| STATUS                | Bed of River is Crown Land no title, all other is Crown Land by (Gazette 1997 24545) GN 937371.1, unless otherwise shown.                                                                                                                                                                                           |
|                       | Meridional Circuit boundary coincides with the Survey District boundary along the Manuherikia River.                                                                                                                                                                                                                |
| DATUM:                | Old Cadastral                                                                                                                                                                                                                                                                                                       |
| CIRCUIT:              | Lindis Peak                                                                                                                                                                                                                                                                                                         |
| ORIGIN:               | Trig W Leaning Rock SO (Howdens Circuit)                                                                                                                                                                                                                                                                            |
| Total Area            | SEE SHEET 1 OF 17                                                                                                                                                                                                                                                                                                   |
| Completed in          | Crown Land No. 11899, GN 937371.1, (Gaz. 1997 24545) GN 9372807.1                                                                                                                                                                                                                                                   |
| 1. STEVEN MARK COPSON | Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1980 hereby certifies that this plan and survey have been made in accordance with the Survey Regulations 1992 in any regulations made in substitution thereof. |
| Dated at DUNEDIN      | this 15th day of SEPTEMBER 1996                                                                                                                                                                                                                                                                                     |
| Field Book            | SO 11899 SO 574, SO 23657, 24437                                                                                                                                                                                                                                                                                    |
| Reference Plans       | DP 4338 DP 18398 DP 20624                                                                                                                                                                                                                                                                                           |
| Examined              | G. G. Kelly Correct                                                                                                                                                                                                                                                                                                 |
| Approved as to Survey | 16/18/99 Chief Surveyor                                                                                                                                                                                                                                                                                             |
| Deposited this        | 19 day of                                                                                                                                                                                                                                                                                                           |
|                       | District Land Registrar                                                                                                                                                                                                                                                                                             |
| No. 13/9/96           | SO 24450                                                                                                                                                                                                                                                                                                            |

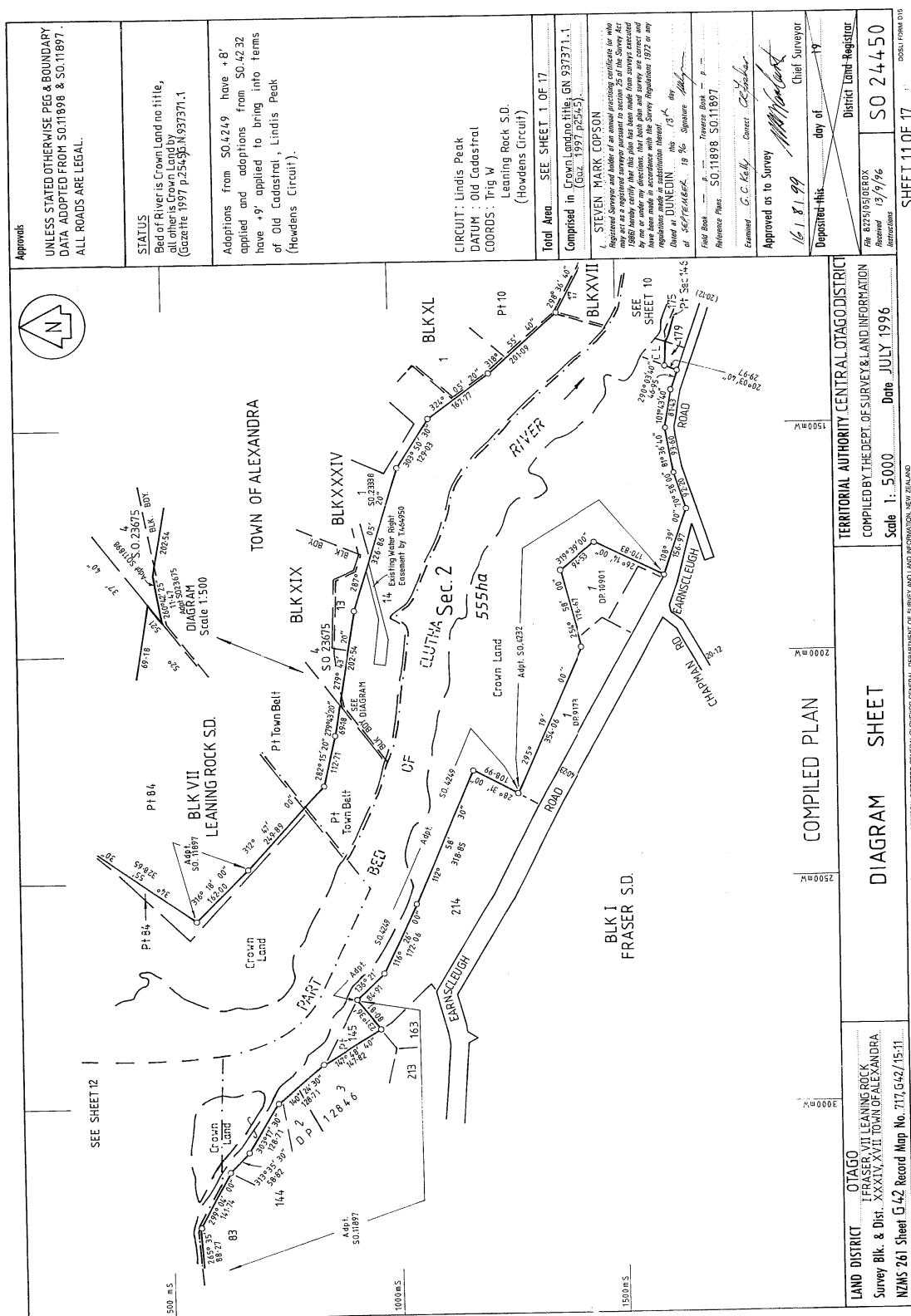
SHEET 6 OF 17



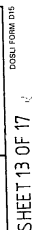
















**Approvals**

UNLESS STATED OTHERWISE BOUNDARY DATA ADOPTED FROM S.O. 844  
ALL ROADS ARE LEGAL.

A BEARING CORRECTION OF +8' 30" HAS BEEN APPLIED TO BRING LTP 25146 INTO TERMS OF OLD CADASTRAL LANDS PEAK (HOWDENS CIRCUIT)

**STATUS**  
Bed of River is Crown Land no title

CIRCUIT : LANDIS PEAK  
DATUM : Old Cadastral  
COORDS: Trig W  
Leaning Rock S.D. (Howdens Circuit)

Total Area SEE SHEET 1 OF 17  
Comprised in Crown Land no title

STEVEN MARK COPSON  
Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1980 hereby certify that this plan has been made from measurements taken on the ground and that the same are true and correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.  
Dated at DUNEDIN this 18<sup>th</sup> day of SEPTEMBER 1996 Signature [Signature]  
Field Book ... Traverse Book ...  
Reference Plans : S.O. 844, S.O. 24193, S.O. 2362, S.O. 1807,  
S.O. 5005, S.O. 14165, DP 11850, LTP 25146.  
Examined G.C. Kelly District Engineer C.G. Parker

Approved as to Survey 16.18.199 Chief Surveyor [Signature]  
Deposited this day of 19  
District Land Registrar  
File 127/519/EROX Received 13/9/96  
NZMS 261 Sheet G42 Record Map No. G42/21-12, 22-12

TOWN OF CLYDE

BLK II LEANING ROCK S.D.

BLK XI LEANING ROCK S.D.

Sec 1  
Clyde Recreation Reserve  
Gaz. 1936 p.769

Sec 2  
Bridge Reserve  
Gaz. 1882 p.1833

Sec 4  
Fruitowers  
Gaz. 1882 p.1833

Lot 1  
LTP 25146

Lot 2  
LTP 25146

Sunderland Street

Matau Road

Blyth Road

Pike St

Crown Land Res. from Sale (Marginal Land)  
Sec. 58 Land Act 1948

Crown Land Res. from Sale (Marginal Land)  
Sec. 56 Land Act 1948

DIAGRAM Not To Scale

Scale 1: 5000 Date AUGUST 1996

TERITORIAL AUTHORITY CENTRAL OTAGO DISTRICT  
COMPILED BY TERRALINK NZ LIMITED

DIAGRAM SHEET

LAND DISTRICT OTAGO  
Survey Blk. & Dist. XXIII, XXVII, XLIX, XLV In of Clyde  
NZMS 261 Sheet G42 Record Map No. G42/21-12, 22-12

| New Description                                                                                   | Former Description                                                            | Status                                  |                                                                                                      |                                     |                           |
|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------|
| Section 1                                                                                         | Crown Land, Pts Run 568 Blk.V Cairnhill SD.                                   | GN.937371.1<br>Crown Land               |                                                                                                      |                                     |                           |
|                                                                                                   | Crown Land, Pts Run 568 Blk.VI Cairnhill SD.                                  |                                         |                                                                                                      |                                     |                           |
|                                                                                                   | Crown Land Blk.I Fraser SD.                                                   |                                         |                                                                                                      |                                     |                           |
|                                                                                                   | Crown Land, Pts Sec 18 Blk.II Fraser SD.                                      |                                         |                                                                                                      |                                     |                           |
|                                                                                                   | Pt Bed of Clutha River Blk's V & VI Cairnhill SD.                             |                                         |                                                                                                      |                                     |                           |
|                                                                                                   | Pt Bed of Clutha River Blk's I & II Fraser SD.                                |                                         |                                                                                                      |                                     |                           |
|                                                                                                   | Pts Secs 11 & 17 Blk.II Fraser SD.                                            |                                         |                                                                                                      |                                     |                           |
|                                                                                                   | Pts Sec 115 Blk.I Fraser SD.                                                  |                                         |                                                                                                      |                                     |                           |
|                                                                                                   | Section 2                                                                     |                                         | Crown Land, Pt Lot 1 DP.6793, Pt Secs 7 & 8, Pts Run 569, Closed Rd, Pts Run 568 Blk.VI Cairnhill SD | GN.937371.1<br>Crown Land           |                           |
|                                                                                                   |                                                                               |                                         | Crown Land, Secs 33 & 175, Pt Secs 145, 146, 147 & 159IR, Pts Secs 6 & 82 Blk.I Fraser SD.           |                                     |                           |
| Crown Land, Pts Secs 28 & 84 Blk.VII Leaning Rock SD.                                             |                                                                               |                                         |                                                                                                      |                                     |                           |
| Crown Land, Secs 14, 2 of 65, 81, 83, 102, 109 & 127; Pt Secs 79, 98, 134, 143OR,                 |                                                                               |                                         |                                                                                                      |                                     |                           |
| Pts Secs 1, 1A, 8, 28, 1 of 65, 69, 101, 103, 131OR & 1317R, Closed Rd Blk.IX Leaning Rock SD.    |                                                                               |                                         |                                                                                                      |                                     |                           |
| Crown Land Blk.X Leaning Rock SD.                                                                 |                                                                               |                                         |                                                                                                      |                                     |                           |
| Sec 27 Blk.I Tn of Alexandra.                                                                     |                                                                               |                                         |                                                                                                      |                                     |                           |
| Sec 17 Blk.XVII Tn of Alexandra.                                                                  |                                                                               |                                         |                                                                                                      |                                     |                           |
| Crown Land, Closed Street Blk.XVIII Tn of Alexandra.                                              |                                                                               |                                         |                                                                                                      |                                     |                           |
| Sec 14 Blk.XXXIV Tn of Alexandra.                                                                 |                                                                               | GN.387129<br>GN.949737.1<br>GN.972807.1 |                                                                                                      |                                     |                           |
| Crown Land, Sec 8, Pt Sec 6, Pt Lots 1 & 2 DP.7304, Pt Sec 7 Blk.XLII Tn of Alexandra             |                                                                               |                                         |                                                                                                      |                                     |                           |
| Pt Lot 4 DP.4338, Pt Lot 1 DP.5960, Pt Lot 2 DP.5960, Pt Lot 2 DP.7149 Blk.XLIII Tn of Alexandra. |                                                                               |                                         |                                                                                                      |                                     |                           |
| Pts Town Belt Tn of Alexandra.                                                                    |                                                                               |                                         |                                                                                                      |                                     |                           |
| Pt Lot 7 DP.4328 & Closed Street adjacent to Blk's I, XV, XXVIII, XXXIX & XLII Tn of Alexandra    |                                                                               |                                         |                                                                                                      |                                     |                           |
| Sec 1 SO.23342                                                                                    |                                                                               |                                         |                                                                                                      |                                     |                           |
| Crown Land & Water Race Blk.IX Leaning Rock SD.                                                   |                                                                               |                                         |                                                                                                      |                                     |                           |
| Pt Bed of Clutha River Blk's XLV, XLVI, XLIX, LIV, LVI & LVII Tn of Glyde.                        |                                                                               |                                         |                                                                                                      |                                     |                           |
| Pt Bed of Clutha River Blk's I, VII, X & XI Leaning Rock SD.                                      |                                                                               |                                         |                                                                                                      |                                     |                           |
| Pt Bed of Clutha River Blk.VI Cairnhill SD.                                                       |                                                                               |                                         |                                                                                                      |                                     |                           |
| Section 3                                                                                         | Pt Bed of Clutha River Blk.I Fraser SD.                                       | GN.937371.1<br>Crown Land               |                                                                                                      |                                     |                           |
|                                                                                                   | Pt Bed of Manuhirika River Blk.VI Cairnhill SD.                               |                                         |                                                                                                      |                                     |                           |
|                                                                                                   | Pt Bed of Manuhirika River Blk.IX Leaning Rock SD.                            |                                         |                                                                                                      |                                     |                           |
|                                                                                                   | Pt Bed of Manuhirika River Blk.IX Leaning Rock SD.                            |                                         |                                                                                                      |                                     |                           |
|                                                                                                   | Pt Bed of Manor Burn Blk.IX Leaning Rock SD.                                  |                                         |                                                                                                      |                                     |                           |
|                                                                                                   | Pt Bed of Fraser River Blk.X Leaning Rock SD & Blk.I Fraser SD.               |                                         |                                                                                                      |                                     |                           |
|                                                                                                   | Pt Sec 6 Blk.I Fraser SD.                                                     |                                         |                                                                                                      |                                     |                           |
|                                                                                                   | Pt Lot 1 DP.6959, Pt Lot 4 DP.6198, Pt Closed Street Blk.XLII Tn of Alexandra |                                         |                                                                                                      |                                     |                           |
|                                                                                                   | Crown Land Blk.VI Cairnhill SD.                                               |                                         |                                                                                                      |                                     |                           |
|                                                                                                   | Pt Sec 98 Blk.IX Leaning Rock SD.                                             |                                         | GN.937371.1<br>Crown Land                                                                            |                                     |                           |
| Pt Sec 98 Blk.IX Leaning Rock SD.                                                                 |                                                                               |                                         |                                                                                                      |                                     |                           |
| Pts Sec 103 Blk.IX Leaning Rock SD.                                                               |                                                                               |                                         |                                                                                                      |                                     |                           |
| Section 4                                                                                         | Pt Sec 98 Blk.IX Leaning Rock SD.                                             | GN.937371.1<br>Crown Land               |                                                                                                      |                                     |                           |
|                                                                                                   | Pt Sec 98 Blk.IX Leaning Rock SD.                                             |                                         |                                                                                                      |                                     |                           |
|                                                                                                   | Pts Sec 103 Blk.IX Leaning Rock SD.                                           |                                         |                                                                                                      |                                     |                           |
|                                                                                                   | Section 5                                                                     |                                         |                                                                                                      | Pts Sec 103 Blk.IX Leaning Rock SD. | GN.937371.1<br>Crown Land |
|                                                                                                   |                                                                               |                                         |                                                                                                      | Pts Sec 103 Blk.IX Leaning Rock SD. |                           |
|                                                                                                   |                                                                               |                                         |                                                                                                      | Pts Sec 103 Blk.IX Leaning Rock SD. |                           |
|                                                                                                   |                                                                               |                                         |                                                                                                      | Pts Sec 103 Blk.IX Leaning Rock SD. |                           |
|                                                                                                   |                                                                               |                                         | Pts Sec 103 Blk.IX Leaning Rock SD.                                                                  |                                     |                           |
|                                                                                                   |                                                                               |                                         | Pts Sec 103 Blk.IX Leaning Rock SD.                                                                  |                                     |                           |
|                                                                                                   |                                                                               |                                         | Pts Sec 103 Blk.IX Leaning Rock SD.                                                                  |                                     |                           |
| Pts Sec 103 Blk.IX Leaning Rock SD.                                                               |                                                                               |                                         |                                                                                                      |                                     |                           |
| Pts Sec 103 Blk.IX Leaning Rock SD.                                                               |                                                                               |                                         |                                                                                                      |                                     |                           |
| Pts Sec 103 Blk.IX Leaning Rock SD.                                                               |                                                                               |                                         |                                                                                                      |                                     |                           |

Sheet 17 of 17

A.12711, SURVEYOR GENERAL, LAND INFORMATION NEW ZEALAND

Approved 18/04/15

LAND DISTRICT OTAGO  
Survey Blk. & Dist. See individual diagram sheets  
NZMS 261 Sheet G42

## Schedule Sheet

TERRITORIAL AUTHORITY Central Otago District  
Compiled by Dept of Survey & Land Information  
Scale Date

File Registered  
District Land Registrar  
66077

SO 24450

Deposited this 17th day of 19...

Approved as to Survey  
16.9.99  
Chief Surveyor

Examined  
Correct  
General

Field Book  
Reviewed Plans  
Trevor Bush

Signed at Dunedin this 13th day of September 1996  
Signature

Steven Mark Capson  
Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 25 of the Land Act 1924. This plan has been prepared by me or under my direction, and both plan and survey were correct and have been made in accordance with the Survey Regulations 1971 or any regulations made in substitution thereof.

Comprised in

Total Area See Sheet 1



**RECORD OF TITLE**  
**UNDER LAND TRANSFER ACT 2017**  
**Search Copy**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **1291**  
**Land Registration District** **Otago**  
**Date Registered** 16 May 2000 09:00 am

---

|                          |                                                                                                          |                   |               |
|--------------------------|----------------------------------------------------------------------------------------------------------|-------------------|---------------|
| <b>Type</b>              | Deed of easement under s60 Land Act 1948                                                                 | <b>Instrument</b> | YEC 5001927.1 |
| <b>Area</b>              | 1006.0000 hectares more or less                                                                          |                   |               |
| <b>Legal Description</b> | Section 1 Survey Office Plan 24921                                                                       |                   |               |
| <b>Purpose</b>           | In Gross to Store Water, to Operate<br>Electricity Works, and to Operate<br>Geothermal Electricity Works |                   |               |

**Registered Owners**  
Contact Energy Limited

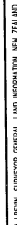
---

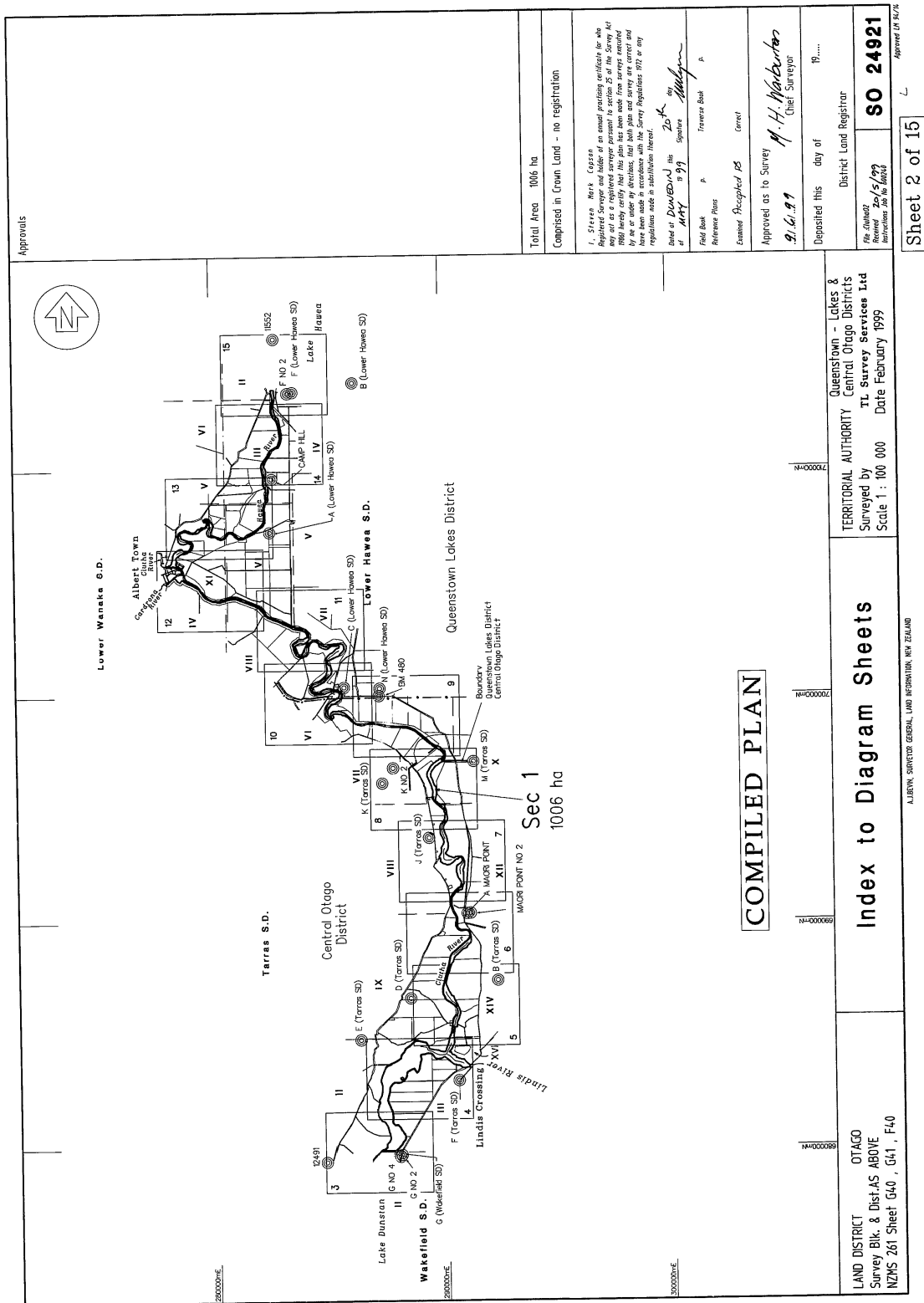
**Interests**

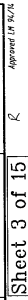
5439435.1 Gazette Notice declaring the adjoining road State Highway 8 to be a Limited Access Road - 18.12.2002 at 9:00 am

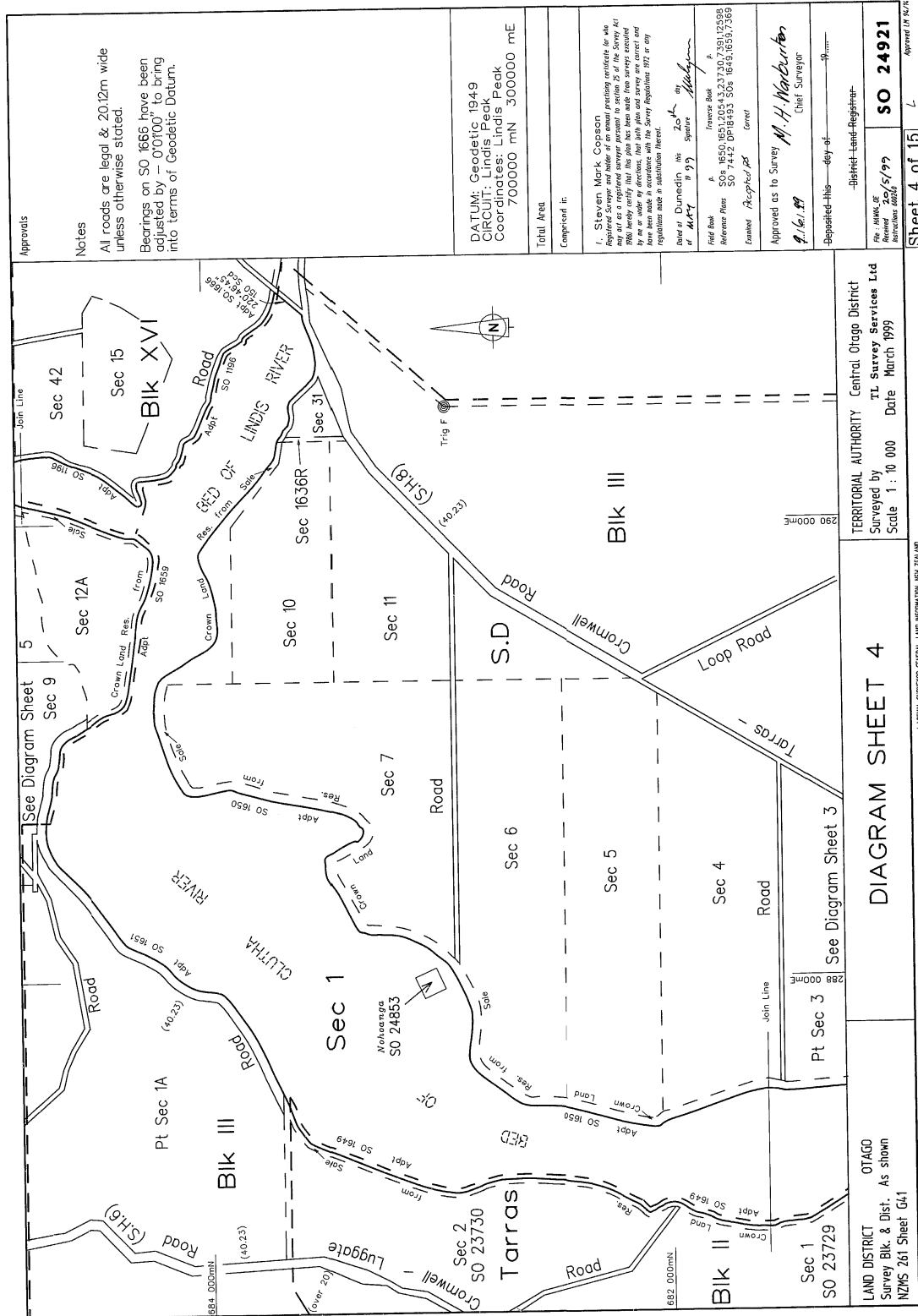
5700713.1 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 21.8.2003 at 9:00 am

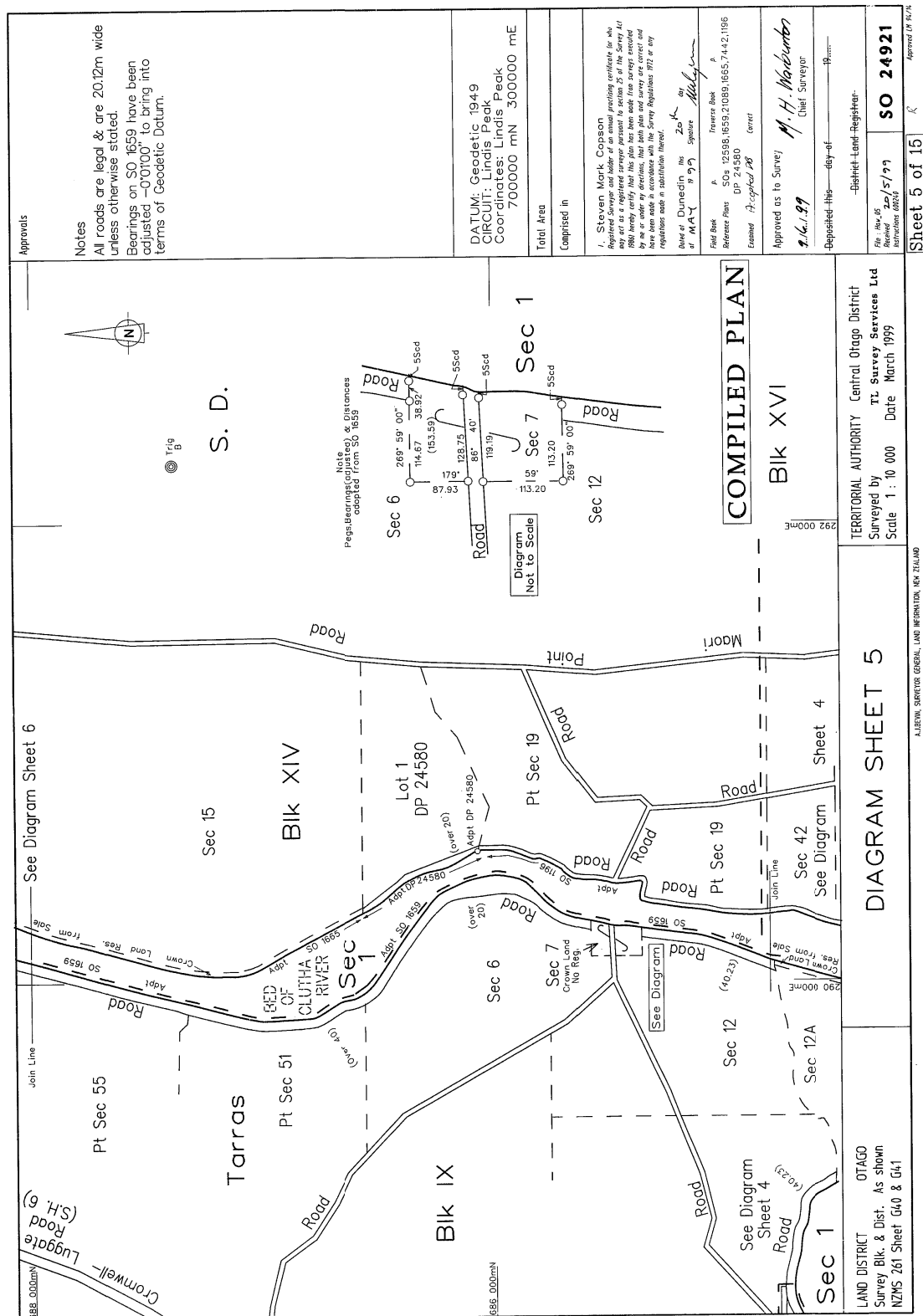
Subject to a right (in gross) to convey electricity over part marked F on DP 321000 in favour of Aurora Energy Limited created by Deed of Easement 5725250.1 embodied in the Register 112115 - 11.9.2003 at 9:00 am



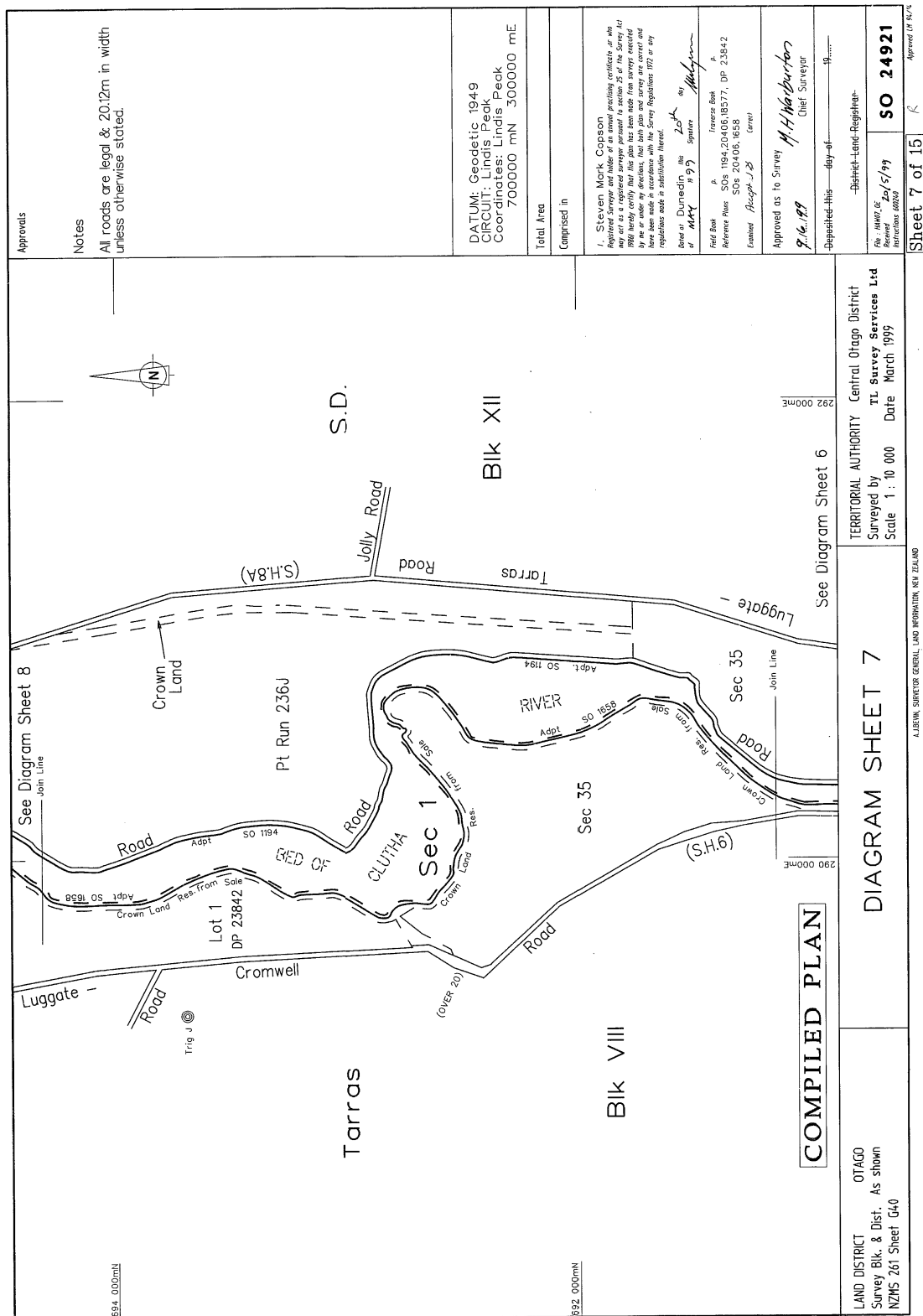




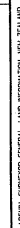


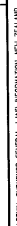


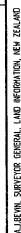


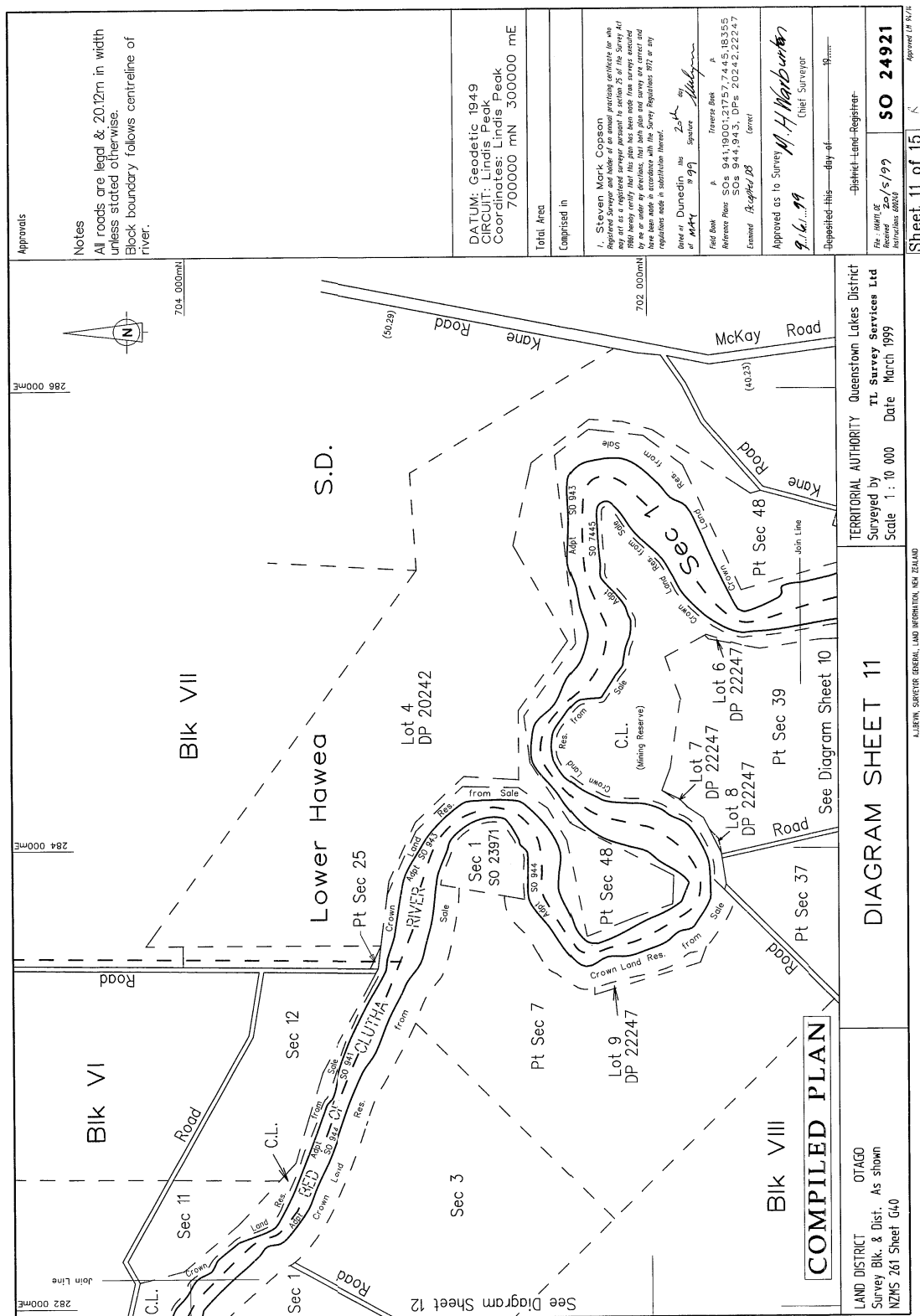


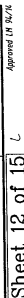
Sheet 7 of 15



















**RECORD OF TITLE**  
**UNDER LAND TRANSFER ACT 2017**  
**Search Copy**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** 11754  
**Land Registration District** Otago  
**Date Registered** 04 July 2001 02:31 pm

**Prior References**  
2939

---

|                          |                                                                                                                                                                  |                   |               |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------|
| <b>Type</b>              | Deed of easement under s60 Land Act 1948                                                                                                                         | <b>Instrument</b> | YEC 5055319.2 |
| <b>Area</b>              | 13.5311 hectares more or less                                                                                                                                    |                   |               |
| <b>Legal Description</b> | Lot 1 Deposited Plan 300558                                                                                                                                      |                   |               |
| <b>Purpose</b>           | Easement in Gross for Right to Store and<br>Release Water, Right to Take and Convey<br>Water, Right to Take and Discharge<br>Geothermal Fluid marked B DP 300558 |                   |               |

**Registered Owners**  
Contact Energy Limited

---

**Interests**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                    |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>Approved as to layout</p> <p><i>Shiller</i><br/>Commissioner of Crown Lands<br/>D. C. H. (f)<br/>Contact Energy Limited</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | <p>Approved as to Survey</p> <p><i>M. B. B.</i><br/>Deputy Chief Surveyor<br/>1.13.01<br/>Deposited this 14th day of JULY 1999</p>                                                 |  |
| <p>Lot 1 is vested pursuant to Section 390 (3) Ngāi Tahu Claims Settlement Act 1998. See Ngāi Tahu Deed of Settlement Allocation Plan A 238 (SO 24696)</p> <p>Exempt from the provisions of Section 11 or Part X Resource Management Act 1991 pursuant to Section 476 (3) Ngāi Tahu Claims Settlement Act 1998.</p> <p>In terms of section 390 Ngāi Tahu Claims Settlement Act 1998<br/>(1) This site is Bushy Point<br/>(2) The Recreation Reserve is revoked</p> <p>Lot 1 is subject to Pt IVA Conservation Act 1987 and in particular Sec 24 (2) in terms of Sec 471 of the Ngāi Tahu Claims Settlement Act 1998 and Deed of Settlement.</p> <p>Ngāi Whenua Rauhi Kāwānata</p> |  | <p>Field Book p. 2005, 12566, 24538, 24576, 24578, 24579, 24576, 24576</p> <p>Examined <i>Correct</i></p> <p>Approved as to Survey</p> <p>Deposited this 14th day of JULY 1999</p> |  |
| <p>Shown Description</p> <p>Area</p> <p>Pt Lot 1 herein 3.1139 ha</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | <p>Shown Purpose</p> <p>Operating Easement</p> <p>Contract being a right to take water</p> <p>Grantee</p> <p>Energy Limited</p>                                                    |  |
| <p>At the time of lodgement this plan is concurrent with SO 24526 &amp; SO 24570</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | <p>CLASS III SURVEY</p>                                                                                                                                                            |  |
| <p>Total Area 13.5311 ha</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | <p>Comprised in See Note 1 above</p>                                                                                                                                               |  |
| <p>1. Peter Langdon Dymock</p> <p>Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 26 of the Survey Act 1980 hereby certify that this plan has been made from surveys executed by me or under my direction, in accordance with the Survey Act 1980 and the regulations made in substitution thereof.</p> <p>Dated at Christchurch this 13th day of July 1999</p> <p>Signature <i>P. Langdon</i></p>                                                                                                                                                                                                |  |                                                                                                                                                                                    |  |
| <p>Field Book p. 2005, 12566, 24538, 24576, 24578, 24579, 24576, 24576</p> <p>Examined <i>Correct</i></p> <p>Approved as to Survey</p> <p>Deposited this 14th day of JULY 1999</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                    |  |
| <p>Received 14-11-00</p> <p>Instructions</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | <p>DP 300558</p>                                                                                                                                                                   |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                    |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>Approved as to layout</p> <p><i>Shiller</i><br/>Commissioner of Crown Lands<br/>D. C. H. (f)<br/>Contact Energy Limited</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | <p>Approved as to Survey</p> <p><i>M. B. B.</i><br/>Deputy Chief Surveyor<br/>1.13.01<br/>Deposited this 14th day of JULY 1999</p>                                                 |  |
| <p>Lot 1 is vested pursuant to Section 390 (3) Ngāi Tahu Claims Settlement Act 1998. See Ngāi Tahu Deed of Settlement Allocation Plan A 238 (SO 24696)</p> <p>Exempt from the provisions of Section 11 or Part X Resource Management Act 1991 pursuant to Section 476 (3) Ngāi Tahu Claims Settlement Act 1998.</p> <p>In terms of section 390 Ngāi Tahu Claims Settlement Act 1998<br/>(1) This site is Bushy Point<br/>(2) The Recreation Reserve is revoked</p> <p>Lot 1 is subject to Pt IVA Conservation Act 1987 and in particular Sec 24 (2) in terms of Sec 471 of the Ngāi Tahu Claims Settlement Act 1998 and Deed of Settlement.</p> <p>Ngāi Whenua Rauhi Kāwānata</p> |  | <p>Field Book p. 2005, 12566, 24538, 24576, 24578, 24579, 24576, 24576</p> <p>Examined <i>Correct</i></p> <p>Approved as to Survey</p> <p>Deposited this 14th day of JULY 1999</p> |  |
| <p>Shown Description</p> <p>Area</p> <p>Pt Lot 1 herein 3.1139 ha</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | <p>Shown Purpose</p> <p>Operating Easement</p> <p>Contract being a right to take water</p> <p>Grantee</p> <p>Energy Limited</p>                                                    |  |
| <p>At the time of lodgement this plan is concurrent with SO 24526 &amp; SO 24570</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | <p>CLASS III SURVEY</p>                                                                                                                                                            |  |
| <p>Total Area 13.5311 ha</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | <p>Comprised in See Note 1 above</p>                                                                                                                                               |  |
| <p>1. Peter Langdon Dymock</p> <p>Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 26 of the Survey Act 1980 hereby certify that this plan has been made from surveys executed by me or under my direction, in accordance with the Survey Act 1980 and the regulations made in substitution thereof.</p> <p>Dated at Christchurch this 13th day of July 1999</p> <p>Signature <i>P. Langdon</i></p>                                                                                                                                                                                                |  |                                                                                                                                                                                    |  |
| <p>Field Book p. 2005, 12566, 24538, 24576, 24578, 24579, 24576, 24576</p> <p>Examined <i>Correct</i></p> <p>Approved as to Survey</p> <p>Deposited this 14th day of JULY 1999</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                    |  |
| <p>Received 14-11-00</p> <p>Instructions</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | <p>DP 300558</p>                                                                                                                                                                   |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                    |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>Approved as to layout</p> <p><i>Shiller</i><br/>Commissioner of Crown Lands<br/>D. C. H. (f)<br/>Contact Energy Limited</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | <p>Approved as to Survey</p> <p><i>M. B. B.</i><br/>Deputy Chief Surveyor<br/>1.13.01<br/>Deposited this 14th day of JULY 1999</p>                                                 |  |
| <p>Lot 1 is vested pursuant to Section 390 (3) Ngāi Tahu Claims Settlement Act 1998. See Ngāi Tahu Deed of Settlement Allocation Plan A 238 (SO 24696)</p> <p>Exempt from the provisions of Section 11 or Part X Resource Management Act 1991 pursuant to Section 476 (3) Ngāi Tahu Claims Settlement Act 1998.</p> <p>In terms of section 390 Ngāi Tahu Claims Settlement Act 1998<br/>(1) This site is Bushy Point<br/>(2) The Recreation Reserve is revoked</p> <p>Lot 1 is subject to Pt IVA Conservation Act 1987 and in particular Sec 24 (2) in terms of Sec 471 of the Ngāi Tahu Claims Settlement Act 1998 and Deed of Settlement.</p> <p>Ngāi Whenua Rauhi Kāwānata</p> |  | <p>Field Book p. 2005, 12566, 24538, 24576, 24578, 24579, 24576, 24576</p> <p>Examined <i>Correct</i></p> <p>Approved as to Survey</p> <p>Deposited this 14th day of JULY 1999</p> |  |
| <p>Shown Description</p> <p>Area</p> <p>Pt Lot 1 herein 3.1139 ha</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | <p>Shown Purpose</p> <p>Operating Easement</p> <p>Contract being a right to take water</p> <p>Grantee</p> <p>Energy Limited</p>                                                    |  |
| <p>At the time of lodgement this plan is concurrent with SO 24526 &amp; SO 24570</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | <p>CLASS III SURVEY</p>                                                                                                                                                            |  |
| <p>Total Area 13.5311 ha</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | <p>Comprised in See Note 1 above</p>                                                                                                                                               |  |
| <p>1. Peter Langdon Dymock</p> <p>Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 26 of the Survey Act 1980 hereby certify that this plan has been made from surveys executed by me or under my direction, in accordance with the Survey Act 1980 and the regulations made in substitution thereof.</p> <p>Dated at Christchurch this 13th day of July 1999</p> <p>Signature <i>P. Langdon</i></p>                                                                                                                                                                                                |  |                                                                                                                                                                                    |  |
| <p>Field Book p. 2005, 12566, 24538, 24576, 24578, 24579, 24576, 24576</p> <p>Examined <i>Correct</i></p> <p>Approved as to Survey</p> <p>Deposited this 14th day of JULY 1999</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                    |  |
| <p>Received 14-11-00</p> <p>Instructions</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | <p>DP 300558</p>                                                                                                                                                                   |  |

W.A. ROBERTSON, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND

Alliance



## Report on Maori Land details for the following Record(s) of Title



---

### Record(s) of Title

11754

Identified as potentially Maori Freehold Land

---

**\*\*\* End of Report \*\*\***



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



R.W. Muir  
Registrar-General  
of Land

**Identifier** **129038**  
**Land Registration District** **Otago**  
**Date Issued** 15 April 2004

**Prior References**

|             |             |             |
|-------------|-------------|-------------|
| 59284       | GN 326672   | GN 328163   |
| GN 347487   | GN 422231   | GN 671948.2 |
| GN 913561   | GN 913562   | GN 943285.1 |
| GN 960983.1 | GN 960983.3 |             |

---

|                          |                                                                             |
|--------------------------|-----------------------------------------------------------------------------|
| <b>Estate</b>            | Fee Simple                                                                  |
| <b>Area</b>              | 29.0443 hectares more or less                                               |
| <b>Legal Description</b> | Lot 2-3, 5-6 Deposited Plan 25173 and<br>Section 3 Survey Office Plan 16473 |

**Registered Owners**

Contact Energy Limited

---

|                          |                                                               |
|--------------------------|---------------------------------------------------------------|
| <b>Estate</b>            | Fee Simple                                                    |
| <b>Area</b>              | 1.9160 hectares more or less                                  |
| <b>Legal Description</b> | Lot 4 Deposited Plan 25173 and Lot 1<br>Deposited Plan 331348 |

**Registered Owners**

Contact Energy Limited

---

**Interests**

885629 Notice pursuant to Section 4(1) Irrigation Schemes Act 1990 affecting part of the within land in favour of Hawea Irrigation Company Limited - 30.6.1995 at 10:39 am

Lot 4 DP 25173 is Strata (Sub-Soil) and Lot 1 DP 331348 is Strata (Airspace)

5967930.2 Gazette Notice (1999/67) declaring that reservation of marginal strips shall not apply to Lots 2 - 6 DP 25173 - 15.4.2004 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6457054.2 - 14.6.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6527066.1 - 9.8.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6578516.3 - 20.9.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6598254.2 - 6.10.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6607644.2 - 13.10.2005 at 9:00 am

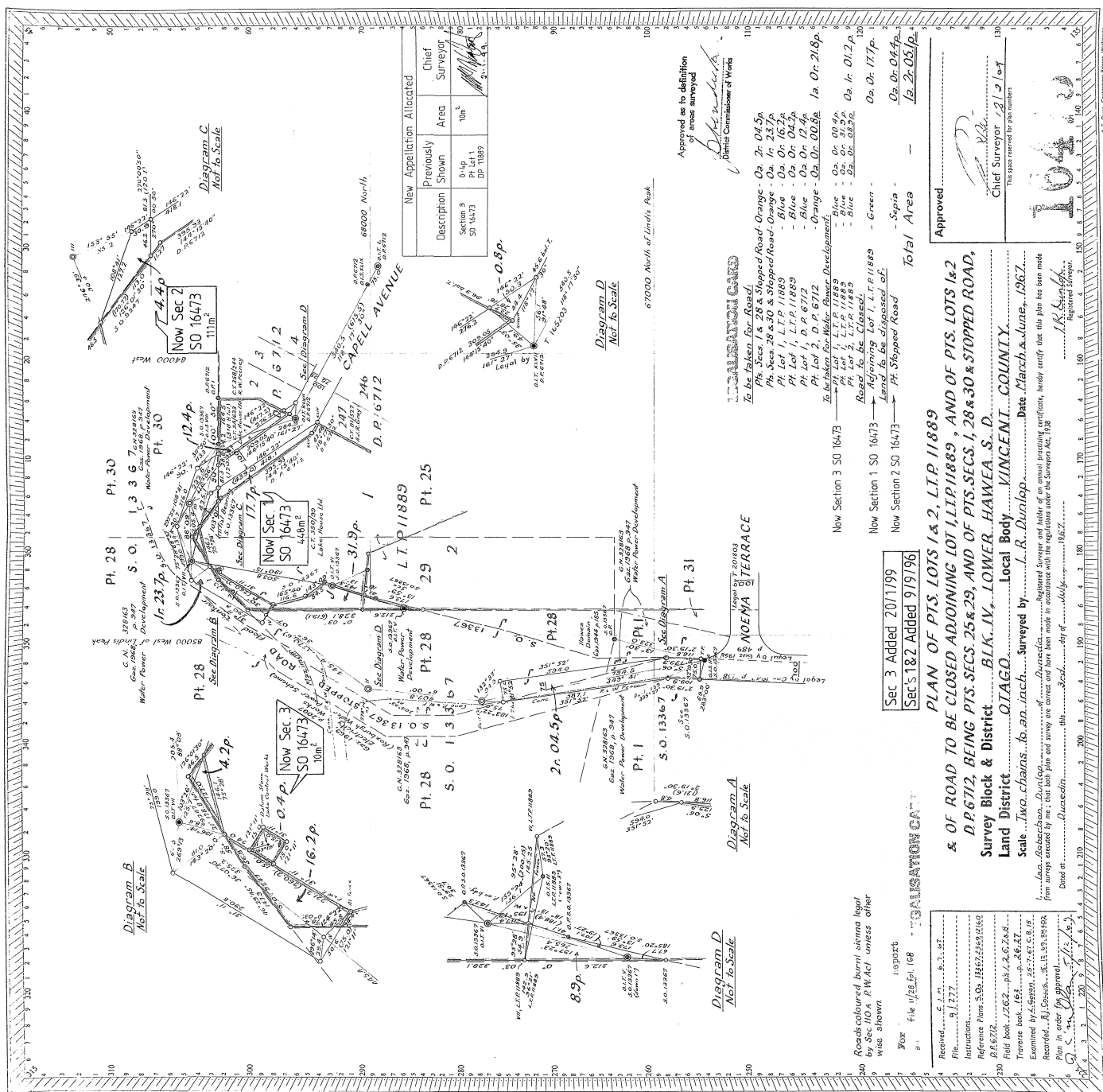
Appurtenant hereto is an easement to flood land created by Easement Instrument 6611181.2 - 17.10.2005 at 9:00 am

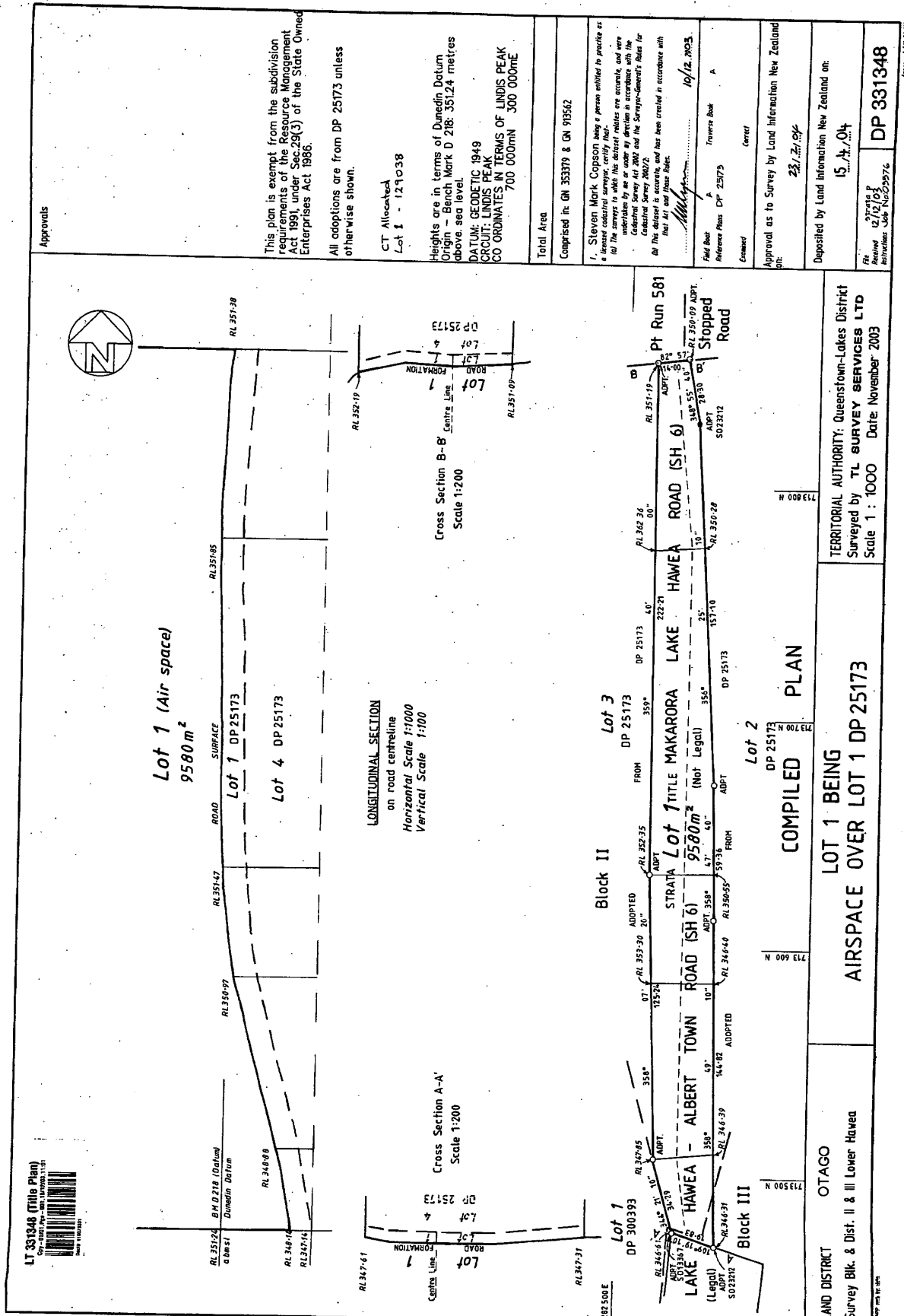
Appurtenant hereto is an easement to flood land created by Easement Instrument 6675600.2 - 5.12.2005 at 9:00 am

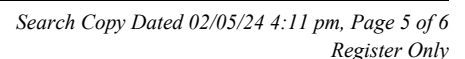
Appurtenant hereto is an easement to flood land created by Easement Instrument 6675621.2 - 5.12.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6675633.2 - 5.12.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6675646.2 - 5.12.2005 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6685084.2 - 12.12.2005 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6725488.3 - 23.1.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6781303.2 - 9.3.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6833170.2 - 20.4.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6903823.2 - 13.6.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6903833.2 - 13.6.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6903826.2 - 13.6.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6948381.2 - 14.7.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6962651.2 - 26.7.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6972706.1 - 3.8.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6980253.2 - 8.8.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6986954.2 - 14.8.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6986965.2 - 14.8.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6997784.2 - 22.8.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 7010839.2 - 31.8.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 7010862.2 - 31.8.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 7073903.2 - 17.10.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 7131367.3 - 27.11.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 7333001.2 - 23.4.2007 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 7347258.4 - 2.5.2007 at 9:00 am  
9126179.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - - 18.7.2012 at 12:17 pm (Affects Lot 2 DP 25173)  
Appurtenant hereto is an easement to flood land created by Easement Instrument 9198988.2 - 12.10.2012 at 1:40 pm  
Appurtenant hereto is an easement to flood land created by Easement Instrument 9562764.2 - 11.4.2014 at 4:46 pm











**RECORD OF TITLE**  
**UNDER LAND TRANSFER ACT 2017**  
**FREEHOLD**  
**Search Copy**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **146643**  
**Land Registration District** **Otago**  
**Date Issued** 19 November 2004

**Prior References**

|          |          |          |
|----------|----------|----------|
| GN318100 | GN526381 | GN762101 |
| GN913564 | GN948960 | PC5856   |
| PC5993   | PC6148   | PC6363   |
| PC6375   | PC6588   | PC6637   |
| PC7731   |          |          |

---

**Estate** Fee Simple  
**Area** 61.3000 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 25198  
**Registered Owners**  
Contact Energy Limited

---

**Interests**

Subject to Section 11 Crown Minerals Act 1991

Subject to a right of way over part marked A, B, C, D, E and right to convey sewage marked F on DP 21133 created by Transfer 6221451.5 - 19.11.2004 at 9:00 am

The easements created by Transfer 6221451.5 are subject to Section 309 (1) (a) Local Government Act 1974

Appurtenant hereto is an easement to flood land created by Easement Instrument 6457054.2 - 14.6.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6527066.1 - 9.8.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6578516.3 - 20.9.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6598254.2 - 6.10.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6607644.2 - 13.10.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6611181.2 - 17.10.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6675600.2 - 5.12.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6675621.2 - 5.12.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6675633.2 - 5.12.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6675646.2 - 5.12.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6685084.2 - 12.12.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6725488.3 - 23.1.2006 at 9:00 am

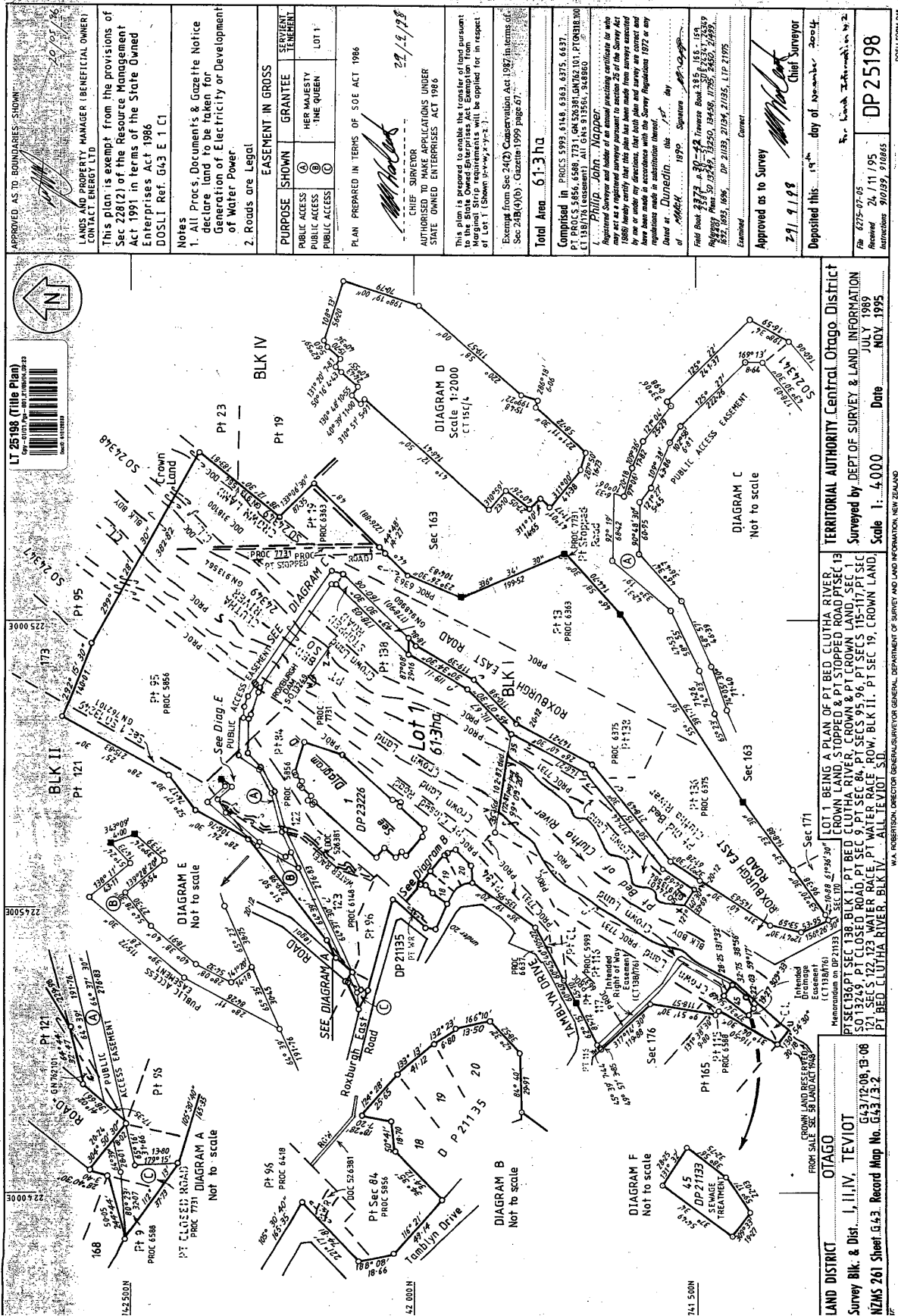
Appurtenant hereto is an easement to flood land created by Easement Instrument 6781303.2 - 9.3.2006 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6833170.2 - 20.4.2006 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6903823.2 - 13.6.2006 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6903833.2 - 13.6.2006 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6903826.2 - 13.6.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6948381.2 - 14.7.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6962651.2 - 26.7.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6972706.1 - 3.8.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6980253.2 - 8.8.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6986954.2 - 14.8.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6986965.2 - 14.8.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6997784.2 - 22.8.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 7010839.2 - 31.8.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 7010862.2 - 31.8.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 7073903.2 - 17.10.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 7131367.3 - 27.11.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 7333001.2 - 23.4.2007 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 7347258.4 - 2.5.2007 at 9:00 am  
9126179.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - - 18.7.2012 at 12:17 pm  
Appurtenant hereto is an easement to flood land created by Easement Instrument 9198988.2 - 12.10.2012 at 1:40 pm  
Appurtenant hereto is an easement to flood land created by Easement Instrument 9562764.2 - 11.4.2014 at 4:46 pm





**RECORD OF TITLE**  
**UNDER LAND TRANSFER ACT 2017**  
**FREEHOLD**  
**Search Copy**



R.W. Muir  
Registrar-General  
of Land

**Identifier** **149736**  
**Land Registration District** **Otago**  
**Date Issued** 04 May 2004

**Prior References**

|        |        |        |
|--------|--------|--------|
| 495722 | 517334 | 524128 |
| 570235 | 591005 | 605707 |
| 790083 | 815922 | 822683 |

---

**Estate** Fee Simple  
**Area** 118.8500 hectares more or less  
**Legal Description** Lot 1-2 Deposited Plan 25146

**Registered Owners**

Contact Energy Limited

---

**Interests**

Subject to Section 11 Crown Minerals Act 1991

Appurtenant hereto is an easement to flood land created by Easement Instrument 6457054.2 - 14.6.2005 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6527066.1 - 9.8.2005 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6578516.3 - 20.9.2005 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6598254.2 - 6.10.2005 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6607644.2 - 13.10.2005 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6611181.2 - 17.10.2005 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6675600.2 - 5.12.2005 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6675621.2 - 5.12.2005 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6675633.2 - 5.12.2005 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6675646.2 - 5.12.2005 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6685084.2 - 12.12.2005 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6725488.3 - 23.1.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6781303.2 - 9.3.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6833170.2 - 20.4.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6903823.2 - 13.6.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6903833.2 - 13.6.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6903826.2 - 13.6.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6948381.2 - 14.7.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6962651.2 - 26.7.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6972706.1 - 3.8.2006 at 9:00 am  
Appurtenant hereto is an easement to flood land created by Easement Instrument 6980253.2 - 8.8.2006 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6986954.2 - 14.8.2006 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6986965.2 - 14.8.2006 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6997784.2 - 22.8.2006 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 7010839.2 - 31.8.2006 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 7010862.2 - 31.8.2006 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 7073903.2 - 17.10.2006 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 7131367.3 - 27.11.2006 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 7333001.2 - 23.4.2007 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 7347258.4 - 2.5.2007 at 9:00 am

Subject to a right (in gross) to an electricity easement over part marked A on DP 376472 in favour of (now) Aotearoa Towers Group LP created by Easement Instrument 7595651.1 - 30.10.2007 at 9:00 am

Subject to a right to take water (in gross) over part marked A and a right to convey water (in gross) over part marked A B D and E and a right to convey telecommunications cables and computer media and a right to convey electricity (in gross) over part marked A B C and E all on DP 414450 in favour of Central Otago District Council created by Easement Instrument 8316590.1 - 29.10.2009 at 11:50 am

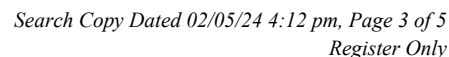
Subject to a right (in gross) to convey electricity over part Lot 1 DP 25146 marked A, B, C & D on DP 414450 and a right to transform electricity over part Lot 1 DP 25146 marked A & C on DP 414450 in favour of Aurora Energy Limited created by Easement Instrument 8345032.1 - 25.11.2009 at 1:31 pm

Appurtenant hereto is an easement to flood land created by Easement Instrument 9198988.2 - 12.10.2012 at 1:40 pm

Appurtenant hereto is an easement to flood land created by Easement Instrument 9562764.2 - 11.4.2014 at 4:46 pm

Subject to a right (in gross) to convey electricity over part Lot 1 DP 25146 marked A, B & C and a right to install and maintain an Electricity Transformer and ancillary equipment over part Lot 1 DP 25146 marked A all on DP 483202 in favour of Aurora Energy Limited created by Easement Instrument 9982855.1 - 9.3.2015 at 9:21 am

Subject to a right (in gross) to convey water over part Lot 1 marked A on DP 524171 in favour of Earnsclough Irrigation Company Limited created by Easement Instrument 11209005.1 - 27.9.2018 at 12:35 pm









DocID: 110080823

Entered in the Register Book as Volume

folio

this day of 19 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, TO TAKE AND DISCHARGE WATER, AND TO TAKE AND DISCHARGE GEOTHERMAL FLUID

**THIS DEED** made this 21<sup>st</sup> day of February 199 2000

**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 :

(a) Section 1 on SO Plan 24921 ("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.
- 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. Certain geothermal power stations are included in the Specified Assets sold to the Grantee. The operation of these geothermal power stations involves the taking and discharge of water and the taking and discharge of geothermal fluid. Where relevant, easements to permit these activities, to the extent that these easements are within the power of the Crown to grant, are necessary for the Grantee to operate its business.

- J. 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 and the right to Take and Discharge Geothermal Fluid, 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 Grantor 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, and

THIRDLY the full and free right and liberty to install and operate Geothermal Electricity Works from time to time upon, over, under or about the Easement Land and via those Geothermal Electricity Works or via Geothermal Electricity Works from time to time upon, over, under or about other lands withdraw in such quantities as the Grantee shall determine geothermal fluid from time to time situated upon, under or about the Easement Land and thereby cause subsidence to the Easement Land; and also via any of those Geothermal Electricity Works discharge and/or re-inject geothermal fluid, in such quantities as the Grantee may determine, 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:

Handwritten signature and initials in the bottom right corner of the page.

1. **Water Storage**

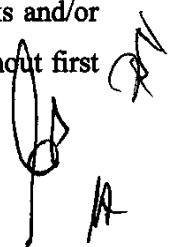
The water may be stored and retained on or about the easement Land up to the operating levels determined from time to time by the Grantee in its sole discretion for the dams or structures from time to time on or adjacent to the Easement Land or situated elsewhere but in respect of which the Grantee is 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.

3. **Right to Carry out Works**

The Grantee's right to install and operate Electricity Water Works and/or Geothermal Electricity 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/or Geothermal Electricity Works and to do any works incidental thereto. All Electricity Water Works and/or Geothermal Electricity 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 and/or Geothermal Electricity 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:

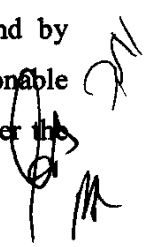
- (a) except in the case of emergency or in accordance with clause 14 herein, no such rights shall be exercised without the consent of the Grantor; and
- (b) in exercising such access rights the Grantee shall use reasonable endeavours to so far as practicable minimise and avoid any unnecessary damage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

11. **Emergency and Public Safety**

The Grantee may from time to time, if it considers that there is an emergency situation involving public safety or the security of electricity generation, temporarily exclude entry by any persons to all or any parts of the Easement Land. In cases where there is no emergency the Grantee may also with the Grantor's prior approval temporarily or permanently and/or from time to time exclude persons from all or any parts of the Easement land. Where entry is excluded the Grantor will not authorise or permit entry thereon except for the purpose of inspecting the condition of the Easement Land or doing any act required to be done by it under this Deed, and in such cases after having given reasonable prior notice to the Grantee. Where permanent exclusion of third parties is warranted, the Grantee shall purchase the land concerned at its then current market value to be determined in accordance with clause 24 hereof together with reasonable costs of raising title and transferring the land concerned and the Grantee and Grantor shall use their best endeavours to give effect to any such arrangement with all due expedition.

12. **Right to Erect Warning Notices**

The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right to erect signs and notices warning of any danger.

13. **Incidental Rights**

The Grantee shall have the right from time to time to do all such acts and things as are reasonably necessary for the better enjoyment of the rights granted by this Deed of Grant of Easement or consequential thereto.

14. **Grantor Consent**

In all cases where the consent or approval of the Grantor is required under this Deed such consent or approval shall be deemed granted for the day to day or other activities of the Grantee properly and reasonably required for the carrying on of its electricity generation business or interests from time to time and in the event that the consent or approval is not deemed granted, such consent or approval shall not be unreasonably withheld or granted upon unreasonable conditions, or granted subject to the payment of money or other consideration.

15. **Statutory Compliance**

It shall be the responsibility of the Grantee to obtain and comply with all statutory and regulatory consents required from time to time to exercise its rights under this Deed. The Grantee shall be entitled from time to time to apply for any resource consents and any other statutory or regulatory consents required for the purpose of the exercise of any of the Grantee's rights under this Deed in the same manner as if it were the registered proprietor of the Easement Land. The Grantee shall at or before the time of making the relevant application forward a copy to the Grantor. The Grantor shall in order to in good faith give full and proper effect to the Grantee's easement rights granted in this document, provide upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of support, co-operation and/or assistance (including written submissions in support) in respect of such application(s) and shall not do anything whereby the ability for the Grantee to obtain and comply with any such required consents shall be frustrated, hindered or interfered with.

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**

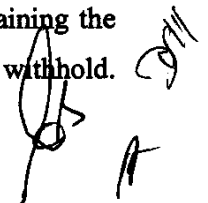
The parties to this Deed accept and acknowledge that all improvements connected with the use rights contained in this Deed shall remain in the ownership of the Grantee until they are removed by the Grantee or upon this Deed ceasing or being surrendered whereupon ownership shall vest and pass to the Grantor 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.

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**

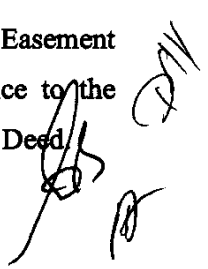
The Grantee shall be entitled at any time to surrender at its own cost all or any part of the easement interest granted to it pursuant to this Deed. The Grantor shall execute any deed of surrender upon request by the Grantee. Any such surrender shall be without prejudice to the rights of either party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

Handwritten signatures and initials in the bottom right corner of the page. There are two distinct signatures, one appearing to be 'MS' and another 'M', along with some other illegible marks.

and effectual upon the parties to this Deed.

28. **Grantor not to Interfere with Grantee's Rights**

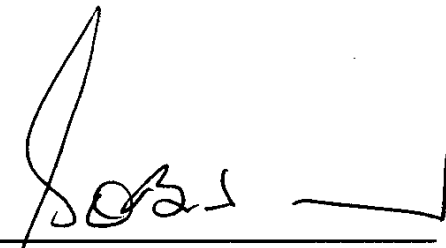
The Grantor shall not at any time do permit or suffer to be done any act whereby the rights, powers, licences and liberties granted to the Grantee may be interfered with or affected in any way.

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 )  
the Commissioner of Crown Lands )  
in the presence of: )

  
\_\_\_\_\_  
**COMMISSIONER OF CROWN  
LANDS**

  
BRIDGIT RONBERG  
Witness Name:

TECHNICAL POLICY ANALYST  
Occupation:

WELLINGTON  
Address:

S. D. BROWN  
CHIEF CROWN PROPERTY OFFICER  
LAND INFORMATION NEW ZEALAND  
WELLINGTON

*Pursuant to a Delegation from  
The Commissioner Dated 26/11/09.*

*DM*  
*A*

**EXECUTED** by )  
**CONTACT ENERGY LIMITED** )  
by its attorneys )

Paul Anthony  
Name of Attorney

D. S. Hice  
Name of Attorney

\_\_\_\_\_  
Signature of Attorney

D. S. Hice  
Signature of Attorney

in the presence of:

[Signature]  
Signature

Scholar  
Occupation

Wellington  
Place of abode

[Signature]

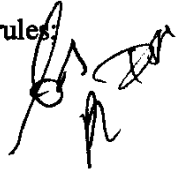
[Signature]

## 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) *“Geothermal Electricity Works”* includes without limitation, all or any pipe, pipeline, conduit, bore, pump, pumphouse, heat exchanger, separation plant, cooling tower, holding pond, flash plant, gas extraction plant, utility and services connections, structure, equipment, improvement, appurtenances, or works used or intended to be used for the taking, conveyance, containment, monitoring, use, discharge, disposal and/or re-injection of geothermal fluid.
- (e) 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;
- (f) *“writing”* shall include words visibly represented or reproduced;
- (g) Words importing the masculine gender shall include the feminine or neuter gender;
- (h) Word importing the singular shall include the plural and vice versa;
- (i) 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;
- (j) 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.



- (k) Derivations of defined terms have similar meanings;
- (l) Headings shall be ignored.

Handwritten signature and initials in the bottom right corner of the page.

## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

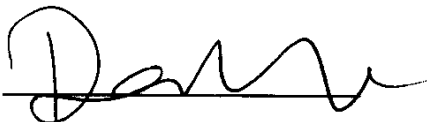
We, **PAUL ANTHONY**, Chief Executive of Wellington, and **DAVID SNELLING HILL**, Generation Manager – Generation Operations of Wellington, certify:

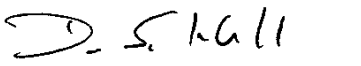
1. **THAT** by Deed, dated 21 December 1996, Contact Energy Limited appointed us as its attorneys on the terms and conditions set out in that Deed.
2. **THAT** a copy of that Deed is registered at various District Land Registries as follows:

|                |               |
|----------------|---------------|
| Wellington     | No. B556943.1 |
| North Auckland | No. D114265.1 |
| South Auckland | No. B402688   |
| Taranaki       | No. 439574    |
| Gisborne       | No. G214525.1 |
| Hawkes Bay     | No. 653200.1  |
| Nelson         | No. 365857.1  |
| Canterbury     | No. A285999/1 |
| Otago          | No. 925564    |
| Westland       | No. 106874    |
| Marlborough    | No. 189664    |
| Southland      | No. 240815.1  |

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 21<sup>st</sup> day of February 2000

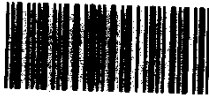
  
**PAUL ANTHONY**

  
**DAVID SNELLING HILL**

## **SCHEDULE**

### **PERSONS APPOINTED AS ATTORNEYS OF CONTACT ENERGY LIMITED**

| <b>Name</b>                  | <b>Position</b>                                                  | <b>Residence</b> |
|------------------------------|------------------------------------------------------------------|------------------|
| Paul Anthony                 | Chief Executive                                                  | Wellington       |
| Toby William Stevenson       | G M – Electricity Trading                                        | Wellington       |
| Wilhelmus Leonardus Giesbers | G M – Information Management<br>and Business Systems Integration | Wellington       |
| David Snelling Hill          | G M – Generation Operations                                      | Wellington       |



DocID: 110080839

Entered in the Register Book as Volume  
folio

this day of 19 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, TO TAKE AND DISCHARGE WATER, AND TO TAKE AND DISCHARGE GEOTHERMAL FLUID

THIS DEED made this 21<sup>st</sup> day of February 199-2000

**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 :
- (a) Section 1 on SO Plan 24449; and
  - (b) Sections 1-5 (inclusive) on SO 24450
- ("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.
- 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. Certain geothermal power stations are included in the Specified Assets sold to the Grantee. The operation of these geothermal power stations involves the taking and discharge of water

and the taking and discharge of geothermal fluid. Where relevant, easements to permit these activities, to the extent that these easements are within the power of the Crown to grant, are necessary for the Grantee to operate its business.

- J. 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 and the right to Take and Discharge Geothermal Fluid, 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 Grantor 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, and

THIRDLY the full and free right and liberty to install and operate Geothermal Electricity Works from time to time upon, over, under or about the Easement Land and via those Geothermal Electricity Works or via Geothermal Electricity Works from time to time upon, over, under or about other lands withdraw in such quantities as the Grantee shall determine geothermal fluid from time to time situated upon, under or about the Easement Land and thereby cause subsidence to the Easement Land; and also via any of those Geothermal Electricity Works discharge and/or re-inject geothermal fluid, in such quantities as the Grantee may determine, 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**

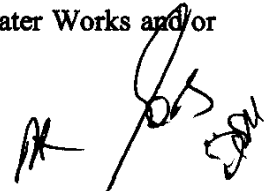
The water may be stored and retained on or about the easement Land up to the operating levels determined from time to time by the Grantee in its sole discretion for the dams or structures from time to time on or adjacent to the Easement Land or situated elsewhere but in respect of which the Grantee is 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.

3. **Right to Carry out Works**

The Grantee's right to install and operate Electricity Water Works and/or Geothermal Electricity 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/or Geothermal Electricity Works and to do any works incidental thereto. All Electricity Water Works and/or Geothermal Electricity 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 and/or

Handwritten signatures and initials in the bottom right corner of the page. There are three distinct marks: a large, stylized signature, a smaller signature, and some initials.

Geothermal Electricity 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:

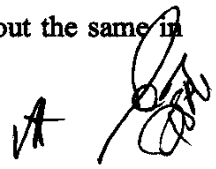
- (a) except in the case of emergency or in accordance with clause 14 herein, no such rights shall be exercised without the consent of the Grantor; and
- (b) in exercising such access rights the Grantee shall use reasonable endeavours to so far as practicable minimise and avoid any unnecessary damage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

Handwritten signatures and initials in black ink, located at the bottom right of the page. There are two distinct signatures, one appearing to be 'A' and the other a more complex cursive signature.

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 Geothermal Electricity 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**

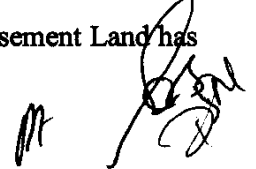
The Grantee may from time to time erect structures and do works on the Easement Land for the purpose of the exercise of any of the Grantee's rights under this Deed **PROVIDED THAT** this right shall not be exercised without the consent of the Grantor. All structures and works existing at the Date of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

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

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.

11. **Emergency and Public Safety**

The Grantee may from time to time, if it considers that there is an emergency situation involving public safety or the security of electricity generation, temporarily exclude entry by any persons to all or any parts of the Easement Land. In cases where there is no emergency the Grantee may also with the Grantor's prior approval temporarily or permanently and/or from time to time exclude persons from all or any parts of the Easement land. Where entry is excluded the Grantor will not authorise or permit entry thereon except for the purpose of inspecting the condition of the Easement Land or doing any act required to be done by it under this Deed, and in such cases after having given reasonable prior notice to the Grantee. Where permanent exclusion of third parties is warranted, the Grantee shall purchase the land concerned at its then current market value to be determined in accordance with clause 24 hereof together with reasonable costs of raising title and transferring the land concerned and the Grantee and Grantor shall use their best endeavours to give effect to any such arrangement with all due expedition.

12. **Right to Erect Warning Notices**

The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right to erect signs and notices warning of any danger.

**13. Incidental Rights**

The Grantee shall have the right from time to time to do all such acts and things as are reasonably necessary for the better enjoyment of the rights granted by this Deed of Grant of Easement or consequential thereto.

**14. Grantor Consent**

In all cases where the consent or approval of the Grantor is required under this Deed such consent or approval shall be deemed granted for the day to day or other activities of the Grantee properly and reasonably required for the carrying on of its electricity generation business or interests from time to time and in the event that the consent or approval is not deemed granted, such consent or approval shall not be unreasonably withheld or granted upon unreasonable conditions, or granted subject to the payment of money or other consideration.

**15. Statutory Compliance**

It shall be the responsibility of the Grantee to obtain and comply with all statutory and regulatory consents required from time to time to exercise its rights under this Deed. The Grantee shall be entitled from time to time to apply for any resource consents and any other statutory or regulatory consents required for the purpose of the exercise of any of the Grantee's rights under this Deed in the same manner as if it were the registered proprietor of the Easement Land. The Grantee shall at or before the time of making the relevant application forward a copy to the Grantor. The Grantor shall in order to in good faith give full and proper effect to the Grantee's easement rights granted in this document, provide upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of support, co-operation and/or assistance (including written submissions in support) in respect of such application(s) and shall not do anything whereby the ability for the Grantee to obtain and comply with any such required consents shall be frustrated, hindered or interfered with.

**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

Handwritten signatures and initials, including "AK", "OS", and "JAN".

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.

**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**

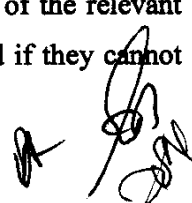
The Grantor shall, whenever called upon by the Grantee and at the cost of the Grantee, execute such further deeds and assurances such as registrable Easements and/or Encumbrances at a nominal rent charge in perpetuity and arrange for any titles to be produced if required by the Grantee as may be necessary 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

Handwritten signatures and initials in black ink, located at the bottom right of the page. There are several distinct marks, including what appears to be a large 'S' or 'J' and some smaller, less legible marks.

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).
- (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

Handwritten signature and initials in the bottom right corner of the page.

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.

Handwritten signature and initials in the bottom right corner of the page.

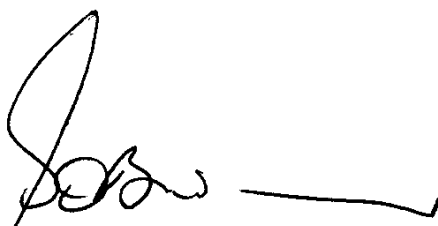
**EXECUTED as a Deed**

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** by )  
the Commissioner of Crown Lands )  
in the presence of: )

BRIDGET RONBERG  
Witness Name:

TECHNICAL POLICY ANALYST  
Occupation:

WELLINGTON.  
Address:

  
\_\_\_\_\_  
**COMMISSIONER OF CROWN**

**LANDS**

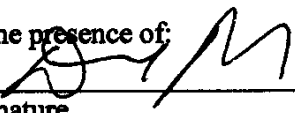
**S. D. BROWN**  
CHIEF CROWN PROPERTY OFFICER  
LAND INFORMATION NEW ZEALAND  
WELLINGTON

PURSUANT TO A DELEGATION FROM  
THE COMMISSIONER DATED  
26.11.99.

**EXECUTED** by )  
**CONTACT ENERGY LIMITED** )  
by its attorneys )

Paul Anthony  
Name of Attorney

D. S. Hill  
Name of Attorney

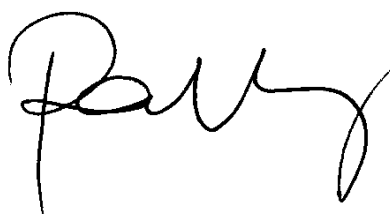
in the presence of:   
Signature

Solicitor  
Occupation

Wellington  
Place of abode

\_\_\_\_\_  
Signature of Attorney

D. S. Hill  
Signature of Attorney





## 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) *"Geothermal Electricity Works"* includes without limitation, all or any pipe, pipeline, conduit, bore, pump, pumphouse, heat exchanger, separation plant, cooling tower, holding pond, flash plant, gas extraction plant, utility and services connections, structure, equipment, improvement, appurtenances, or works used or intended to be used for the taking, conveyance, containment, monitoring, use, discharge, disposal and/or re-injection of geothermal fluid.
- (e) 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;
- (f) *"writing"* shall include words visibly represented or reproduced;
- (g) Words importing the masculine gender shall include the feminine or neuter gender;
- (h) Word importing the singular shall include the plural and vice versa;
- (i) 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;
- (j) 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;

- (k) Derivations of defined terms have similar meanings;
- (l) Headings shall be ignored.

IV  
AS  
DM

## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, **PAUL ANTHONY**, Chief Executive of Wellington, and **DAVID SNELLING HILL**, Generation Manager – Generation Operations of Wellington, certify:

1. **THAT** by Deed, dated 21 December 1996, 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 various District Land Registries as follows:

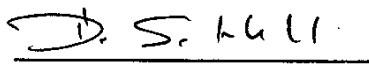
|                |               |
|----------------|---------------|
| Wellington     | No. B556943.1 |
| North Auckland | No. D114265.1 |
| South Auckland | No. B402688   |
| Taranaki       | No. 439574    |
| Gisborne       | No. G214525.1 |
| Hawkes Bay     | No. 653200.1  |
| Nelson         | No. 365857.1  |
| Canterbury     | No. A285999/1 |
| Otago          | No. 925564    |
| Westland       | No. 106874    |
| Marlborough    | No. 189664    |
| Southland      | No. 240815.1  |

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 21<sup>st</sup> day of February 2000

\_\_\_\_\_  
**PAUL ANTHONY**

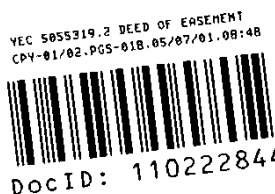


  
\_\_\_\_\_  
**DAVID SNELLING HILL**

## **SCHEDULE**

### **PERSONS APPOINTED AS ATTORNEYS OF CONTACT ENERGY LIMITED**

| <b>Name</b>                  | <b>Position</b>                                                  | <b>Residence</b> |
|------------------------------|------------------------------------------------------------------|------------------|
| Paul Anthony                 | Chief Executive                                                  | Wellington       |
| Toby William Stevenson       | G M – Electricity Trading                                        | Wellington       |
| Wilhelmus Leonardus Giesbers | G M – Information Management<br>and Business Systems Integration | Wellington       |
| David Snelling Hill          | G M – Generation Operations                                      | Wellington       |



Entered in the Register Book  
as Volume folio  
this day of 19  
at o'clock

For District Land Register

## DEED OF GRANT OF EASEMENT

(Pursuant to Section 60 Land At 1948)

### RIGHTS TO STORE AND RELEASE WATER, TO TAKE AND DISCHARGE WATER, AND TO TAKE AND DISCHARGE GEOTHERMAL FLUID

THIS DEED made this 3rd day of December 1998

**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, Queenstown Lakes  
District, comprising undefined areas being:

- (a) Part Recreation Reserve, Block J, Mid Hawea Survey District, (S.O.  
2289), Part Gazette 1891, page 1049; *Los*
- (b) Part Recreation Reserve, Block I, Mid Hawea Survey District (S.O. *mg*)

12464), Part *Gazette* Notice 267439.

Subject to survey, as shown on Allocation Plan A238 (S.O. 24696) a copy of which is annexed ("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.



- 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 Ohaaki power station is included in the Specified Assets sold to the Grantee. The operation of that geothermal power station involves the taking and discharge of water and the taking and discharge of geothermal fluid. Easements to permit these activities, to the extent that these easements are within the power of the Crown to grant, are necessary for the Grantee to operate its business.
- J. 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 and the right to Take and Discharge Geothermal Fluid, 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 Grantor 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, and



THIRDLY the full and free right and liberty to install and operate Geothermal Electricity Works from time to time upon, over, under or about the Easement Land and via those Geothermal Electricity Works or via Geothermal Electricity Works from time to time upon, over, under or about other lands withdraw in such quantities as the Grantee shall determine geothermal fluid from time to time situated upon, under or about the Easement Land and thereby cause subsidence to the Easement Land; and also via any of those Geothermal Electricity Works discharge and/or re-inject geothermal fluid, in such quantities as the Grantee may determine, 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.

3. The Grantee's right to install and operate Electricity Water Works and/or Geothermal Electricity 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/or Geothermal Electricity Works and to do any works incidental thereto. All Electricity Water Works and/or Geothermal Electricity 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 and/or Geothermal Electricity Works, upon, over, under or about the Easement Land, without first having obtained the consent of the Grantor.
4. 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.

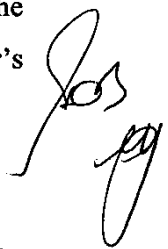
A handwritten signature in black ink, appearing to be 'Jos' followed by a stylized flourish.

5. 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. 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 Geothermal Electricity 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

A handwritten signature in black ink, appearing to be 'Jos' followed by a stylized flourish.

statutory, regulatory or Resource Consent requirements) first have the consent of the Grantor.

7. 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. 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. 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. 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.



11. The Grantee may from time to time, if it considers that there is an emergency situation involving public safety or the security of electricity generation, temporarily exclude entry by any persons to all or any parts of the Easement Land. In cases where there is no emergency the Grantee may also with the Grantor's prior approval temporarily or permanently and/or from time to time exclude persons from all or any parts of the Easement land . Where entry is excluded the Grantor will not authorise or permit entry thereon except for the purpose of inspecting the condition of the Easement Land or doing any act required to be done by it under this Deed, and in such cases after having given reasonable prior notice to the Grantee. Where permanent exclusion of third parties is warranted, the Grantee shall purchase the land concerned at its then current market value to be determined in accordance with clause 24 hereof together with reasonable costs of raising title and transferring the land concerned and the Grantee and Grantor shall use their best endeavours to give effect to any such arrangement with all due expedition.
12. The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right to erect signs and notices warning of any danger.
13. The Grantee shall have the right from time to time to do all such acts and things as are reasonably necessary for the better enjoyment of the rights granted by this Deed of Grant of Easement or consequential thereto.
14. In all cases where the consent or approval of the Grantor is required under this Deed such consent or approval shall be deemed granted for the day to day or other activities of the Grantee properly and reasonably required for the carrying on of its electricity generation business or interests from time to time and in the event that the consent or approval is not deemed granted, such consent or approval shall not be unreasonably withheld or granted upon unreasonable conditions, or granted subject to the payment of money or other consideration.
15. It shall be the responsibility of the Grantee to obtain and comply with all statutory and regulatory consents required from time to time to exercise its rights under this Deed. The Grantee shall be entitled from time to time to apply for any



resource consents and any other statutory or regulatory consents required for the purpose of the exercise of any of the Grantee's rights under this Deed in the same manner as if it were the registered proprietor of the Easement Land. The Grantee shall at or before the time of making the relevant application forward a copy to the Grantor. The Grantor shall in order to in good faith give full and proper effect to the Grantee's easement rights granted in this document, provide upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of support, co-operation and/or assistance (including written submissions in support) in respect of such application(s) and shall not do anything whereby the ability for the Grantee to obtain and comply with any such required consents shall be frustrated, hindered or interfered with.

16. 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. 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. 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. 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. 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.
21. 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. 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. 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. 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. 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. (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).



- (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.
  - (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. 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. 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.



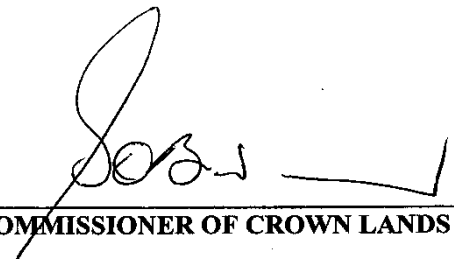
**EXECUTED** as a Deed

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** by )  
the Commissioner of Crown Lands )  
in the presence of: )

Ang Han  
Witness Name:

PUBLIC SERVANT  
Occupation:

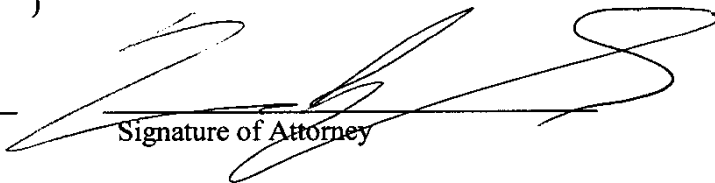
LAND INFORMATION N2  
Address:

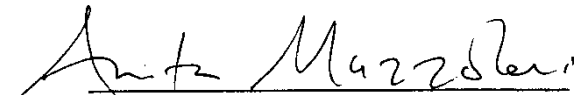
  
**COMMISSIONER OF CROWN LANDS**

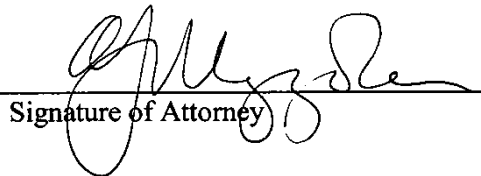
**S. D. BROWN**  
**COMMISSIONER OF CROWN LANDS**  
**LAND INFORMATION N.Z.**  
**WELLINGTON**

**EXECUTED** by )  
**CONTACT ENERGY LIMITED** )  
by its attorneys )

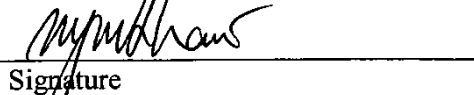
Christina Jane Symmons  
Name of Attorney

  
Signature of Attorney

  
Name of Attorney

  
Signature of Attorney

in the presence of:

  
Signature

Solicitor  
Occupation

Wellington  
Place of abode

**SCHEDULE ONE**

### CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

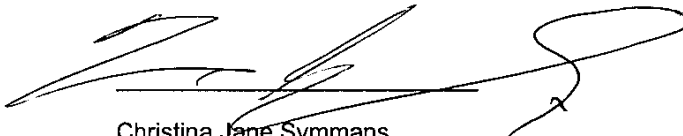
We, Christina Jane Symmans, Corporate Support Services Director of Wellington and Anita Jane Mazzoleni, General Counsel of Auckland, certify:

1. **THAT** by Deed dated 21 December 1996 Contact Energy Limited appointed us as its attorneys on the terms and conditions set out in that Deed.
2. **THAT** a copy of that Power of Attorney is registered at various District Land Registries as follows:

|                |               |
|----------------|---------------|
| Wellington     | No. B556943.1 |
| North Auckland | No. D114265.1 |
| South Auckland | No. B402688   |
| Taranaki       | No. 439574    |
| Gisborne       | No. G214525.1 |
| Hawkes Bay     | No. 653200.1  |
| Nelson         | No. 365857.1  |
| Canterbury     | No. A285999/1 |
| Otago          | No. 925564    |
| Westland       | No. 106874    |
| Marlborough    | No. 189664    |
| Southland      | No. 240815.1  |

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 *3rd* day of *December* 1998



Christina Jane Symmans



Anita Jane Mazzoleni

## 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) "Geothermal Electricity Works" includes without limitation, all or any pipe, pipeline, conduit, bore, pump, pumphouse, heat exchanger, separation plant, cooling tower, holding pond, flash plant, gas extraction plant, utility and services connections, structure, equipment, improvement, appurtenances, or works used or intended to be used for the taking, conveyance, containment, monitoring, use, discharge, disposal and/or re-injection of geothermal fluid.
- (e) 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;
- (f) "*writing*" shall include words visibly represented or reproduced;
- (g) Words importing the masculine gender shall include the feminine or neuter gender;
- (h) Word importing the singular shall include the plural and vice versa;
- (i) 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;

- (j) 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;
- (k) Derivations of defined terms have similar meanings;
- (l) Headings shall be ignored.

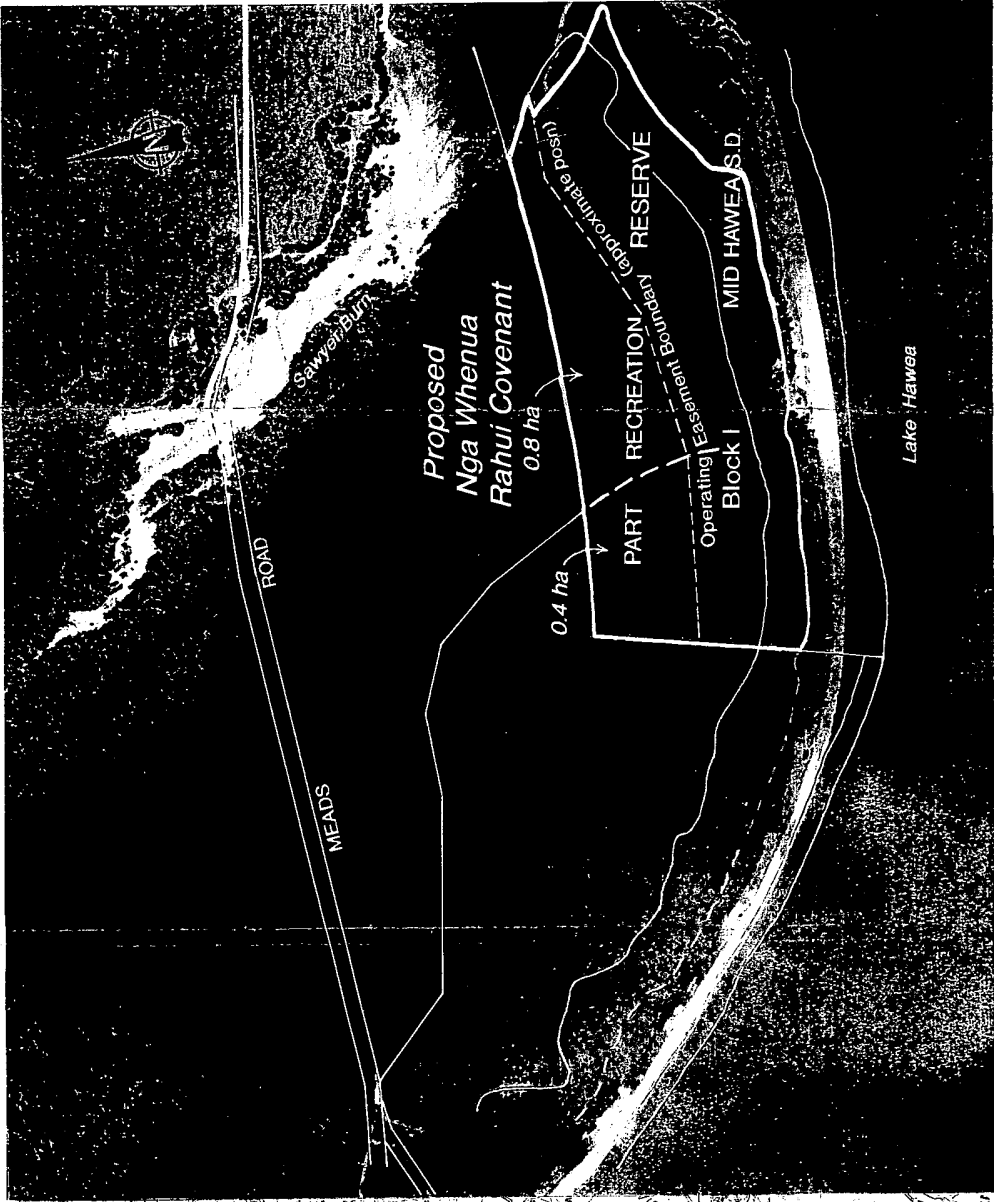
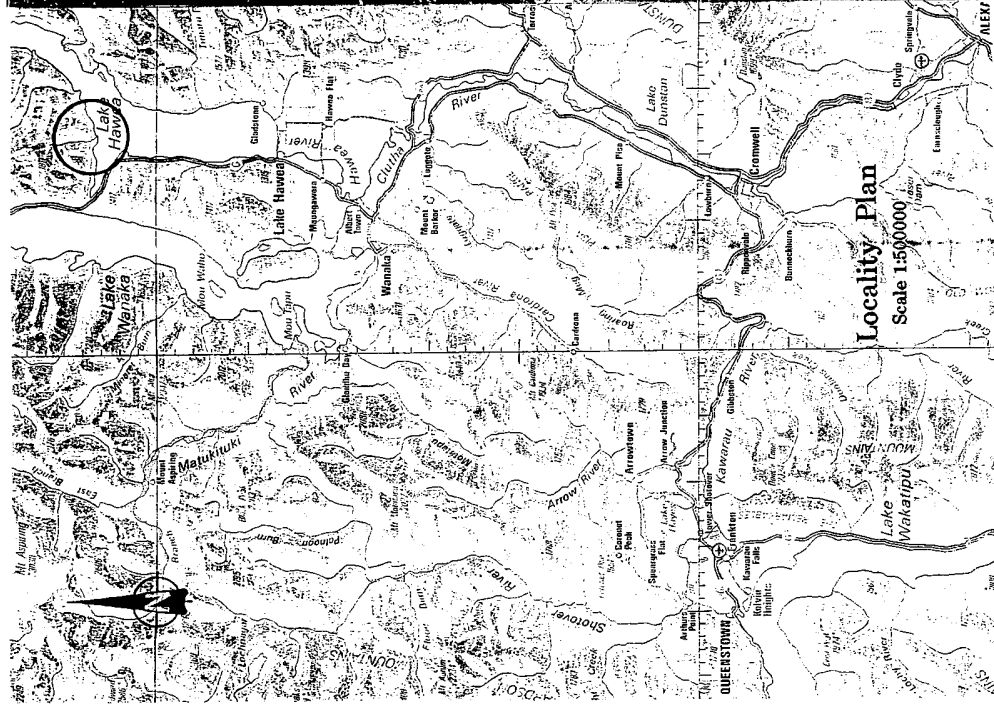
A handwritten signature, possibly reading 'JP', is written in black ink.A handwritten signature, possibly reading 'JP', is written in black ink.

**SCHEDULE TWO**

Plan of Easement Land

To be attached.

A handwritten signature, possibly reading 'J. J.', is written in black ink.



Scale 1:5000 approx.

0 50 100 150 200 250 300 350 400 450

Otago Land District

Territorial Authority: Queenstown Lakes Dist

**Terralink NZ Ltd**

Survey Services

Dunedin



## BUSHY POINT

Areas referred to in the Deed of Settlement for the  
Ngāi Tahu Claim

Approved as to boundaries:

*[Signature]* 21/11/97

for Te Rōhanga o Ngāi Tahu

*[Signature]* 21/11/97

on behalf of the Crown

A 238

SO 24696



DocID: 110481366

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.

- 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 Grantor 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.

**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.

**11. Emergency and Public Safety**

The Grantee may from time to time, if it considers that there is an emergency situation involving public safety or the security of electricity generation, temporarily exclude entry by any persons to all or any parts of the Easement Land. In cases where there is no emergency the Grantee may also with the Grantor's prior approval temporarily or permanently and/or from time to time exclude persons from all or any parts of the Easement land. Where entry is excluded the Grantor will not authorise or permit entry thereon except for the purpose of inspecting the condition of the Easement Land or doing any act required to be done by it under this Deed, and in such cases after having given reasonable prior notice to the Grantee. Where permanent exclusion of third parties is warranted, the Grantee shall purchase the land concerned at its then current market value to be determined in accordance with clause 24 hereof together with reasonable costs of raising title and transferring the land concerned and the Grantee and Grantor shall use their best endeavours to give effect to any such arrangement with all due expedition.

**12. Right to Erect Warning Notices**

The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right to erect signs and notices warning of any danger.

**13. Incidental Rights**

The Grantee shall have the right from time to time to do all such acts and things as are reasonably necessary for the better enjoyment of the rights granted by this Deed of Grant of Easement or consequential thereto.

**14. Grantor Consent**

In all cases where the consent or approval of the Grantor is required under this Deed such consent or approval shall be deemed granted for the day to day or other activities of the Grantee properly and reasonably required for the carrying on of its electricity generation business or interests from time to time and in the event that the consent or approval is not deemed granted, such consent or approval shall not be unreasonably withheld or granted upon unreasonable conditions, or granted subject to the payment of money or other consideration.

**15. Statutory Compliance**

It shall be the responsibility of the Grantee to obtain and comply with all statutory and regulatory consents required from time to time to exercise its rights under this Deed. The Grantee shall be entitled from time to time to apply for any resource consents and any other statutory or regulatory consents required for the purpose of the exercise of any of the Grantee's rights under this Deed in the same manner as if it were the registered proprietor of the Easement Land. The Grantee shall at or before the time of making the relevant application forward a copy to the Grantor. The Grantor shall in order to in good faith give full and proper effect to the Grantee's easement rights granted in this document, provide upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of support, co-operation and/or assistance (including written submissions in support) in respect of such application(s) and shall not do anything whereby the ability for the Grantee to obtain and comply with any such required consents shall be frustrated, hindered or interfered with.

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.

**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).

- (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.

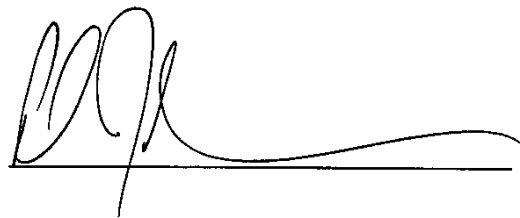
**29. Grantor to Indemnify Grantee for Third Party**

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:

)  
)  
)  
)  
)



Ly.R. Williams  
Witness Name:

Portfolio Manager Land Information New Zealand  
Occupation:

Wellington.  
Address:



EXECUTED by  
CONTACT ENERGY LIMITED  
by its attorneys

)  
)  
)

D. S. Hill  
Name of Attorney

Daniel Pary  
Name of Attorney

D. S. Hill  
Signature of Attorney

[Signature]  
Signature of Attorney

in the presence of:

[Signature]  
Witness signature

EDWARD JAMES LILLY  
Address

SOLICITOR  
Occupation

WELLINGTON

[Signature]

**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

f

## 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.



**DEED OF VARIATION 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 *18th* day of *October* 2004

**BETWEEN**            **HER MAJESTY THE QUEEN** acting by and through the Commissioner of Crown Lands appointed under Section 24AA of the Land Act 1948 (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 those parcels of land described as all that land situated in Otago Land District, comprising :

- (a)    1,425 square metres more or less being, Sections 2 and 3 on SO 307903;
- (b)    974 square metres more or less being, Lot 1 DP 4328;
- (c)    1,869 square metres more or less being, Part Section 4 Block XXXIX Town of Alexandra;
- (d)    1,006 square metres more or less being, Lot 1 DP 11986;
- (e)    1,023 square metres more or less being, Part Lot 1 DP 10874;
- (f)    615 square metres more or less being, Lot 1 DP 11962;

- (g) 1,757 square metres more or less being, Lot 6 DP 4328;
  - (h) 6,173 square metres more or less being, Sections 12 – 16 on SO 307905;
  - (i) 4,241 square metres more or less being, Sections 1, 11 and 19 on SO 307906;
  - (j) 37,530 square metres more or less being, Section 1 on SO 307907;
  - (k) 1,189 square metres more or less being, Lot 6 DP 9220;
  - (l) 2,883 square metres more or less being, Section 11 Block VI Cairnhill Survey District; and
  - (m) 1,944 square metres more or less being, Lot 1 DP 19790.
- ("the Further Easement Land").

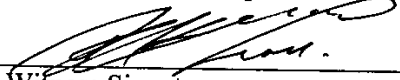
- B. **THE** Grantor and Grantee entered into a Deed of Grant of Easement dated 21 February 2000 registered in the Otago Land Registry under YEC 5001931.1, providing the Grantee with rights to store and release water, to take or discharge water, and to take and discharge geothermal fluid, comprised in Computer Freehold Register OT 1290.
- C. **THE** Grantor and Grantee have agreed to vary the terms of the Deed of Grant of Easement contained in Computer Freehold Register OT 1290 to extend the rights to store and release water, and to take and discharge water over the Further 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 Further Easement Land, and 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 specified in the Deed of Grant of Easement contained in Computer Freehold Register OT 1290.

**IT IS AGREED** that pursuant to the premises contained in this Deed, the Grantor pursuant to Section 60 of the Land Act 1948 **TRANSFERS CONVEYS AND GRANTS** to the Grantee as an easement in gross the same rights, liberties and privileges as set out in Deed of Grant of Easement contained in Computer Freehold Register OT 1290 over the Further Easement Land, subject to the terms and conditions contained in the Deed of Grant of Easement contained in Computer Freehold Register OT 1290.

THE rights, terms and conditions in the Deed of Grant of Easement contained in Computer Freehold Register OT 1290 are confirmed, **EXCEPT** the rights, terms and conditions relating to taking and discharging geothermal fluid are not extended to the Further Easement Land.

**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:



Witness Signature:

Roger Kenneth 17' Leod

Witness Name:

Land Information NZ. Box 5501 Wellington

Witness Address:

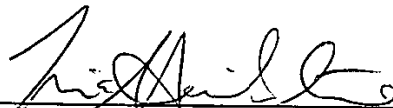
Portfolio Manager.

Witness Occupation:

**EXECUTED** by  
**CONTACT ENERGY LIMITED**  
by its attorneys

WANA JANE HAINSTONE

Name of Attorney



Signature of Attorney

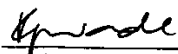
Susan Catherine Bann

Name of Attorney



Signature of Attorney

in the presence of:



Witness Signature:

Lebekal Joyce Wade

Witness Name:

Executive Assistant

Witness Occupation:

Wellington

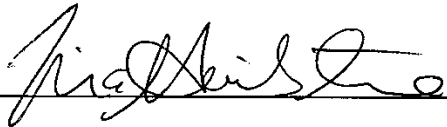
Witness Address:

# CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, TINA JANE HAILSTONE, and SUSAN CATHERINE BAAS, both of Wellington, certify:

1. **THAT** by Deed dated **19 May 2004**, 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 with Land Online and covers all the various District Land Registries as **6014710.2**
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 18<sup>th</sup> day of October 2004


Landonline User ID: BUDDLEFWE

LODGING FIRM: Mid-Town Agency Services Ltd

Address: DX SP20201

Wellington

Uplifting Box Number:

ASSOCIATED FIRM:

Client Code / Ref: ALJ CON474785

Dealing / S UD Number:  
(LINZ Use only)

Priority Barcode/Date Stamp  
(LINZ use only)

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Plan Number Pre-Allocated or  
to be Deposited:

Rejected Dealing Number:

6192243

Other (state)

| Priority Order | CT Ref. | Type of Instrument | Names of Parties                                | DOCUMENT OR SURVEY FEES | MULTI-TITLE FEES | NOTICES | ADVERTISING | NEW TITLES | OTHER | RE-SUBMISSION & PRIORITY FEE | FEES \$ GST INCLUSIVE |
|----------------|---------|--------------------|-------------------------------------------------|-------------------------|------------------|---------|-------------|------------|-------|------------------------------|-----------------------|
| 1              | OT1290  | VE                 | Her Majesty The Queen to Contact Energy Limited |                         |                  |         |             |            |       | \$20                         | \$20.00               |
| 2              |         |                    |                                                 |                         |                  |         |             |            |       |                              |                       |
| 3              |         |                    |                                                 |                         |                  |         |             |            |       |                              |                       |
| 4              |         |                    |                                                 |                         |                  |         |             |            |       |                              |                       |
| 5              |         |                    |                                                 |                         |                  |         |             |            |       |                              |                       |
| 6              |         |                    |                                                 |                         |                  |         |             |            |       |                              |                       |

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Subtotal (for this page)

\$20.00

Total for this dealing

\$20.00

Less Fees paid on Dealing # 6192243

Original Signatures:

Debit my Account for

\$20.00

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF



**RECORD OF TITLE**  
**UNDER LAND TRANSFER ACT 2017**  
**Search Copy**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **OT18C/859**  
**Land Registration District** **Otago**  
**Date Registered** 12 January 1999 03:45 pm

---

|                          |                                                                                                 |                   |              |
|--------------------------|-------------------------------------------------------------------------------------------------|-------------------|--------------|
| <b>Type</b>              | Deed of easement under s60 Land Act 1948                                                        | <b>Instrument</b> | YEC 960339.1 |
| <b>Legal Description</b> | Section 1-11 Survey Office Plan 23940 and<br>Part Section 32-33, 38 Survey Office Plan<br>23981 |                   |              |

**Registered Owners**  
Contact Energy Limited

---

**Interests**

970005.1 Gazette Notice declaring the adjoining road State Highway No 8B to be a Limited Access Road - 21.6.1999 at 3.59 pm

973800.1 Notice of crossing place pursuant to Section 91 Transit New Zealand Act 1989 - 24.8.1999 at 3.28 pm

5041663.1 Gazette Notice (2001/1044) declaring adjoining road (S.H.No. 6) to be limited access road - 11.5.2001 at 9:31 am

5057546.1 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 10.7.2001 at 2:30 pm

5057606.1 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 10.7.2001 at 2:30 pm

5136400.1 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 11.1.2002 at 11:39 am

5136400.2 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 11.1.2002 at 11:39 am

5136400.3 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 11.1.2002 at 11:39 am

5136400.4 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 11.1.2002 at 11:39 am

5136408.1 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 11.1.2002 at 11:39 am

5136408.2 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 11.1.2002 at 11:39 am

5439435.1 Gazette Notice declaring the adjoining road State Highway 8 to be a Limited Access Road - 18.12.2002 at 9:00 am

5700735.3 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 21.8.2003 at 9:00 am

5700735.4 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 21.8.2003 at 9:00 am

5700752.2 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 21.8.2003 at 9:00 am

5700752.3 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 21.8.2003 at 9:00 am

5700752.4 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 21.8.2003 at 9:00 am

5700852.1 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 21.8.2003 at 9:00 am

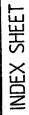
5700878.1 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 21.8.2003 at 9:00 am

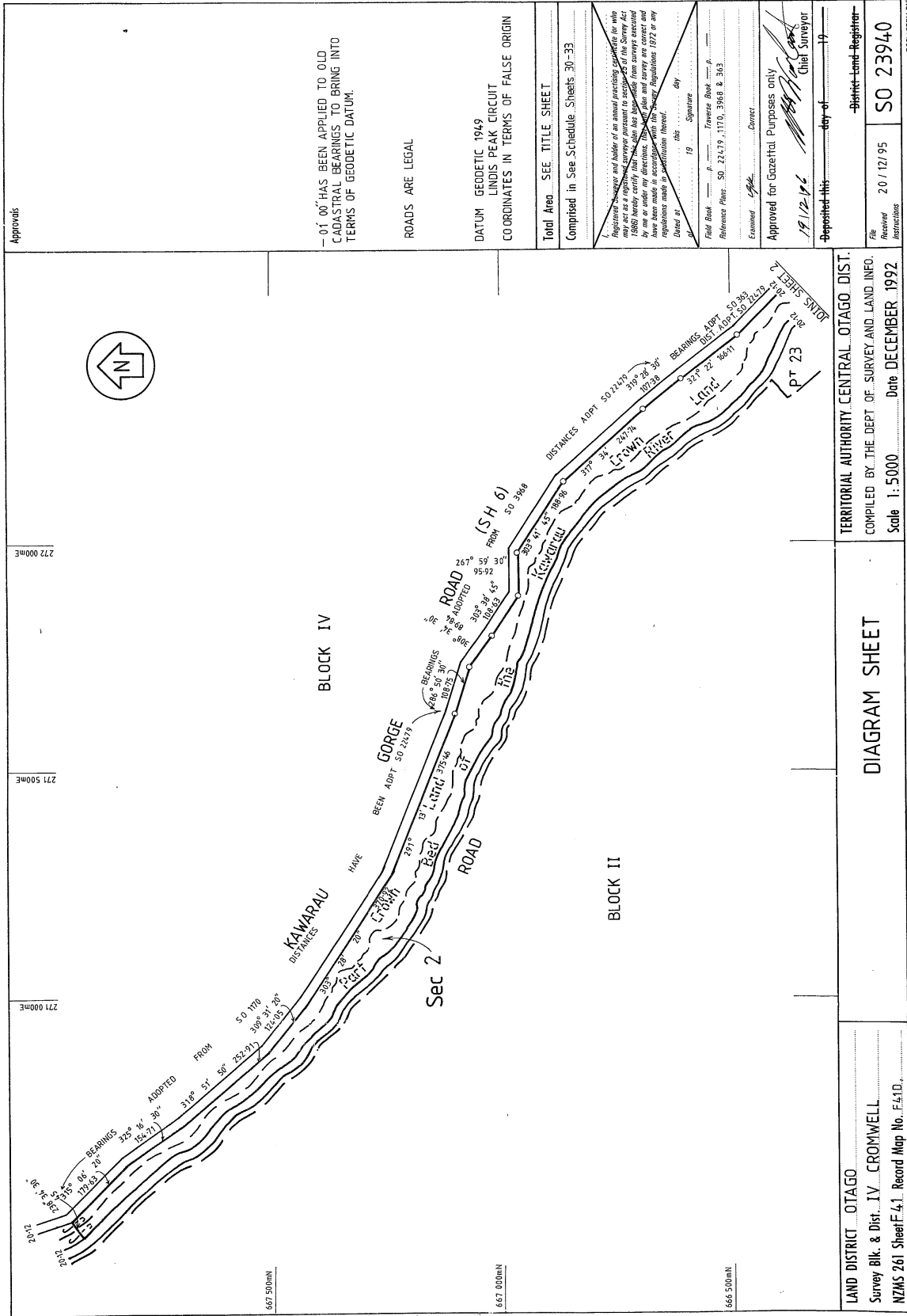
5700878.2 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 21.8.2003 at 9:00 am

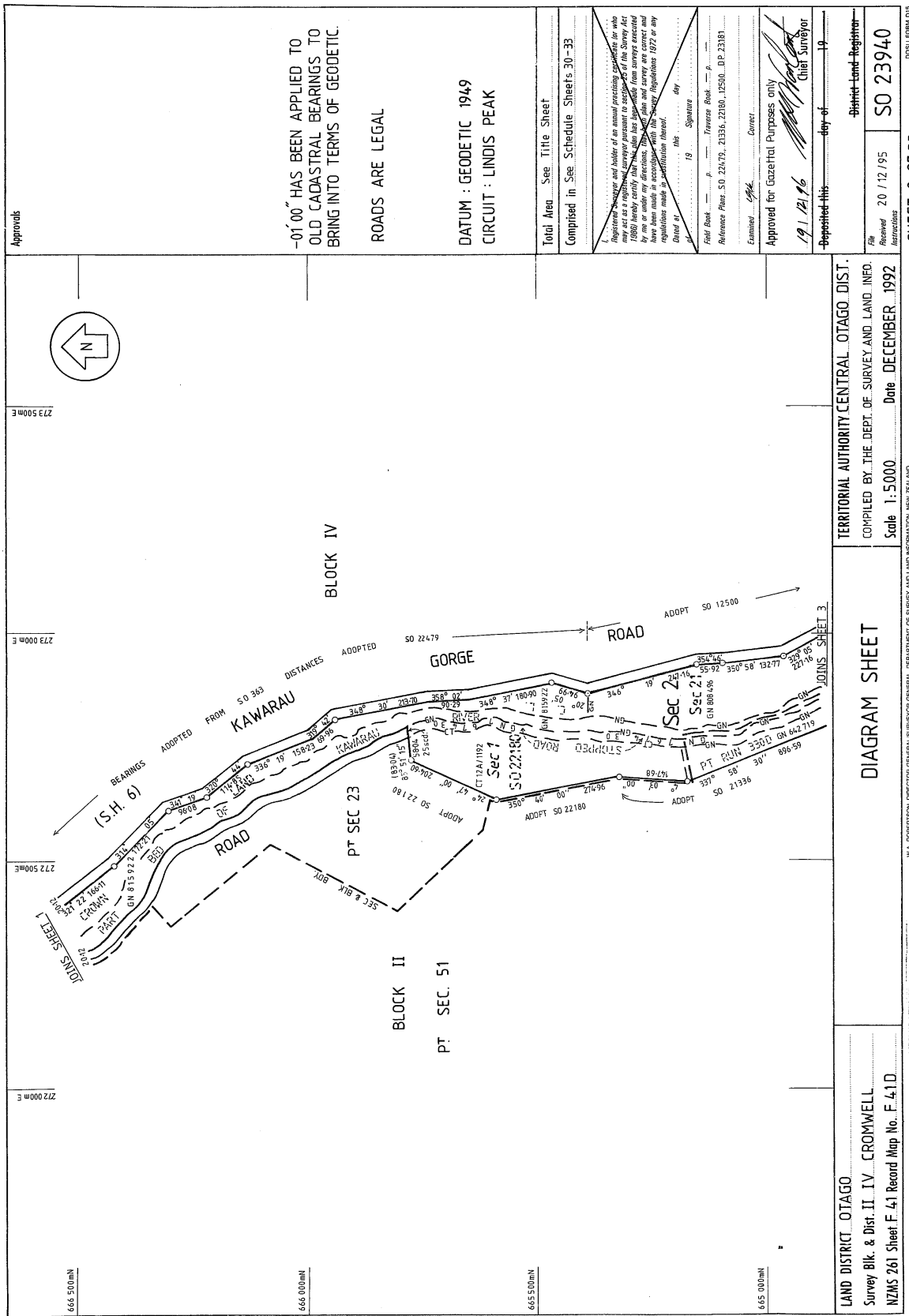
5700896.2 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 21.8.2003 at 9:00 am

5700896.3 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 21.8.2003 at 9:00 am

5700896.4 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 21.8.2003 at 9:00 am







Approvals

-01'00" HAS BEEN APPLIED TO  
OLD CADASTRAL BEARINGS TO  
BRING INTO TERMS OF GEODETIC.

ROADS ARE LEGAL

DATUM : GEODETIC 1949  
CIRCUIT : LINDIS PEAK

Total Area See Title Sheet

Comprised in See Schedule Sheets 30-33

I, Registered Surveyor and holder of an annual practicing certificate, do hereby certify that the above is a true and correct copy of the original survey plan and that the same has been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at this day of 19

Field Book A Traverse Book A

Reference Point SO 22479, 21536, 22180, 12500, DP 2387

Examined Correct

Approved for Gazetteal Purposes only

19/12/96

Chief Surveyor

Deposited this day of 19

District Land Register

SO 23940

Received 20/12/95

Instructions

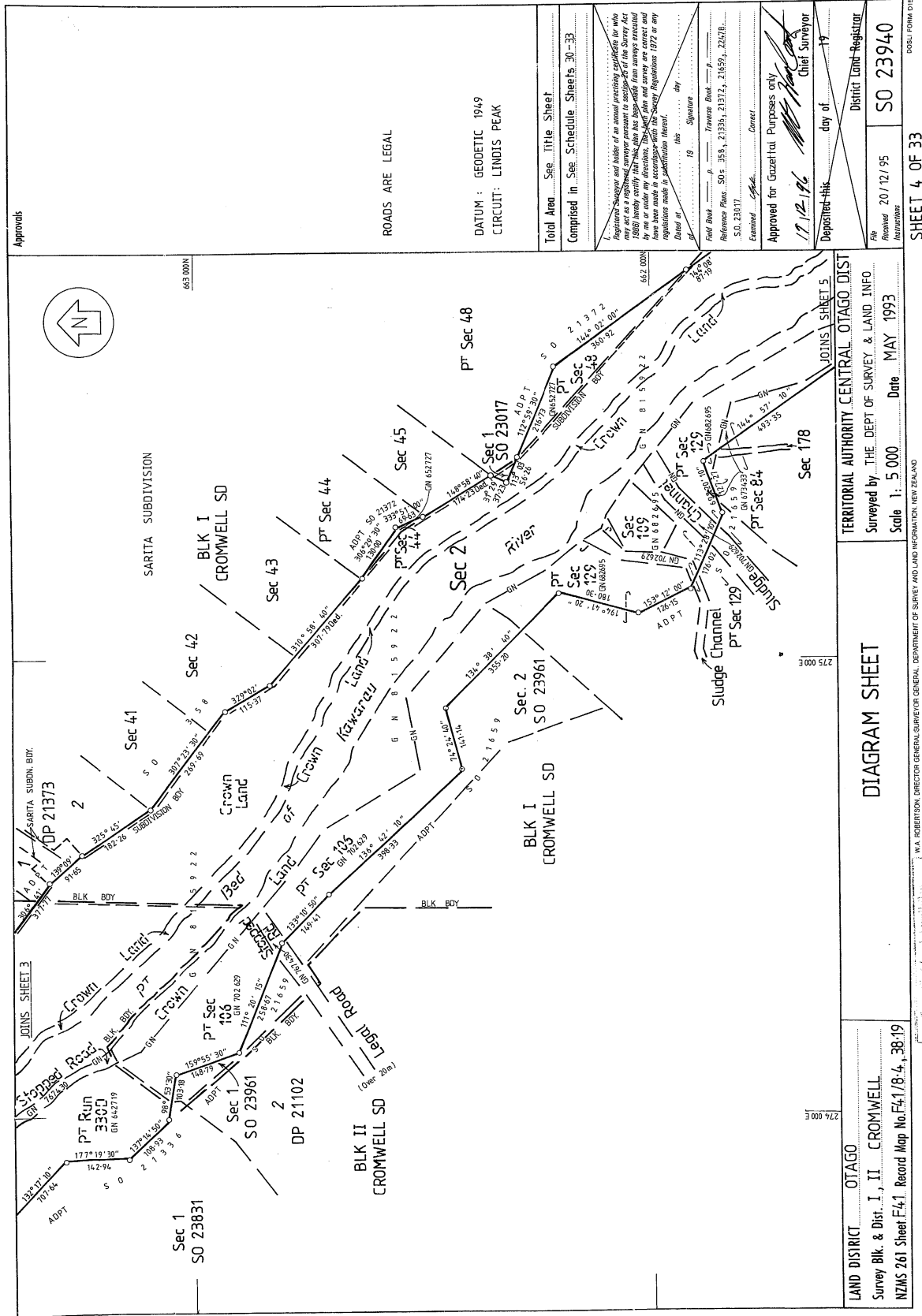
SHEET 2 OF 33

Scale 1:5000 Date DECEMBER 1992

W.A. ROBERTSON, DIRECTOR GENERAL, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND

LAND DISTRICT OTAGO  
Survey Blk. & Dist. II, IV CROMWELL  
NZMS 261 Sheet F 41 Record Map No. F 41 D







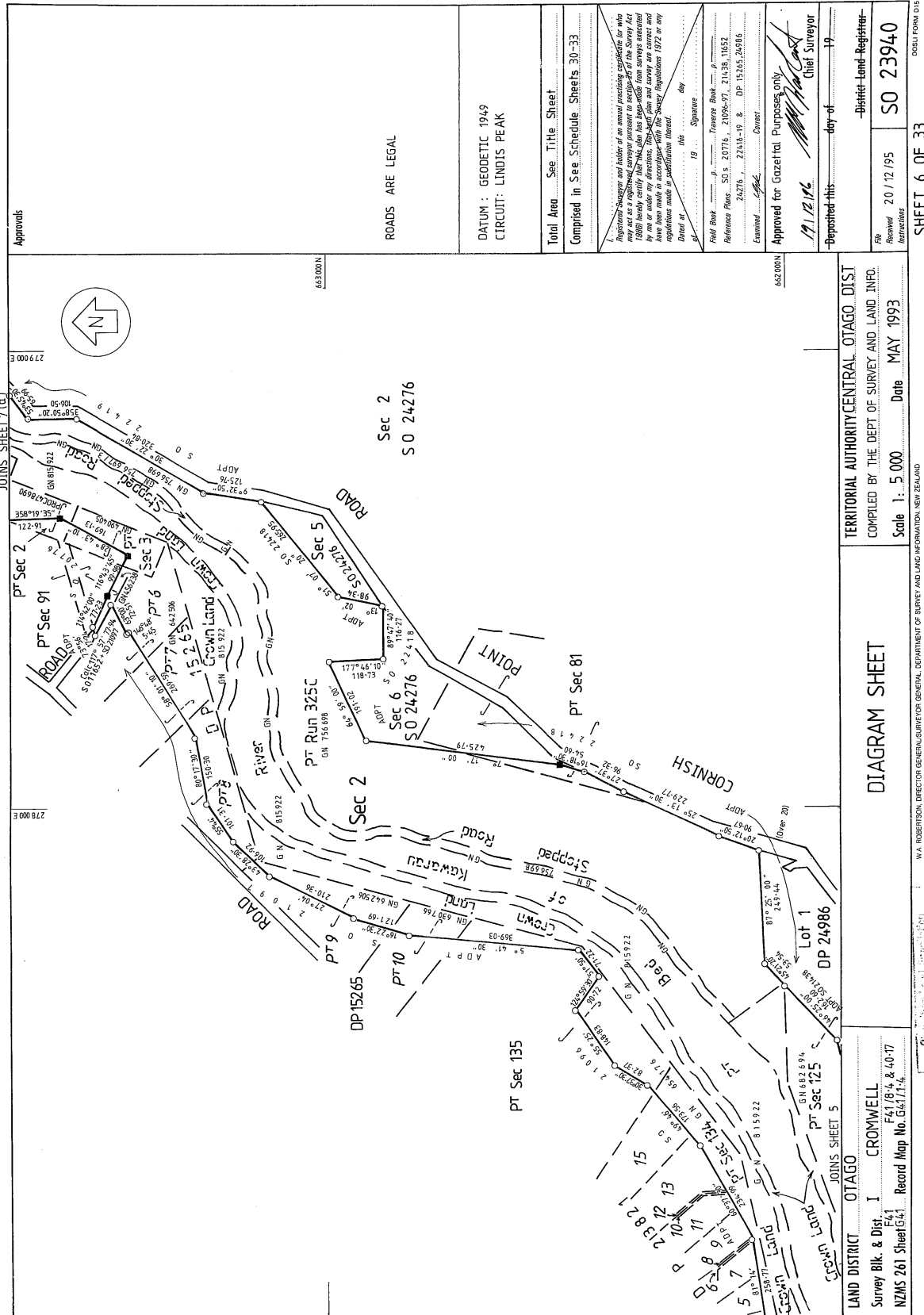
SHEET 5 OF 33

A. ROBERTSON, DIRECTOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND

### **Simplified Land Appellation**

THE UNIVERSITY OF CHICAGO PRESS

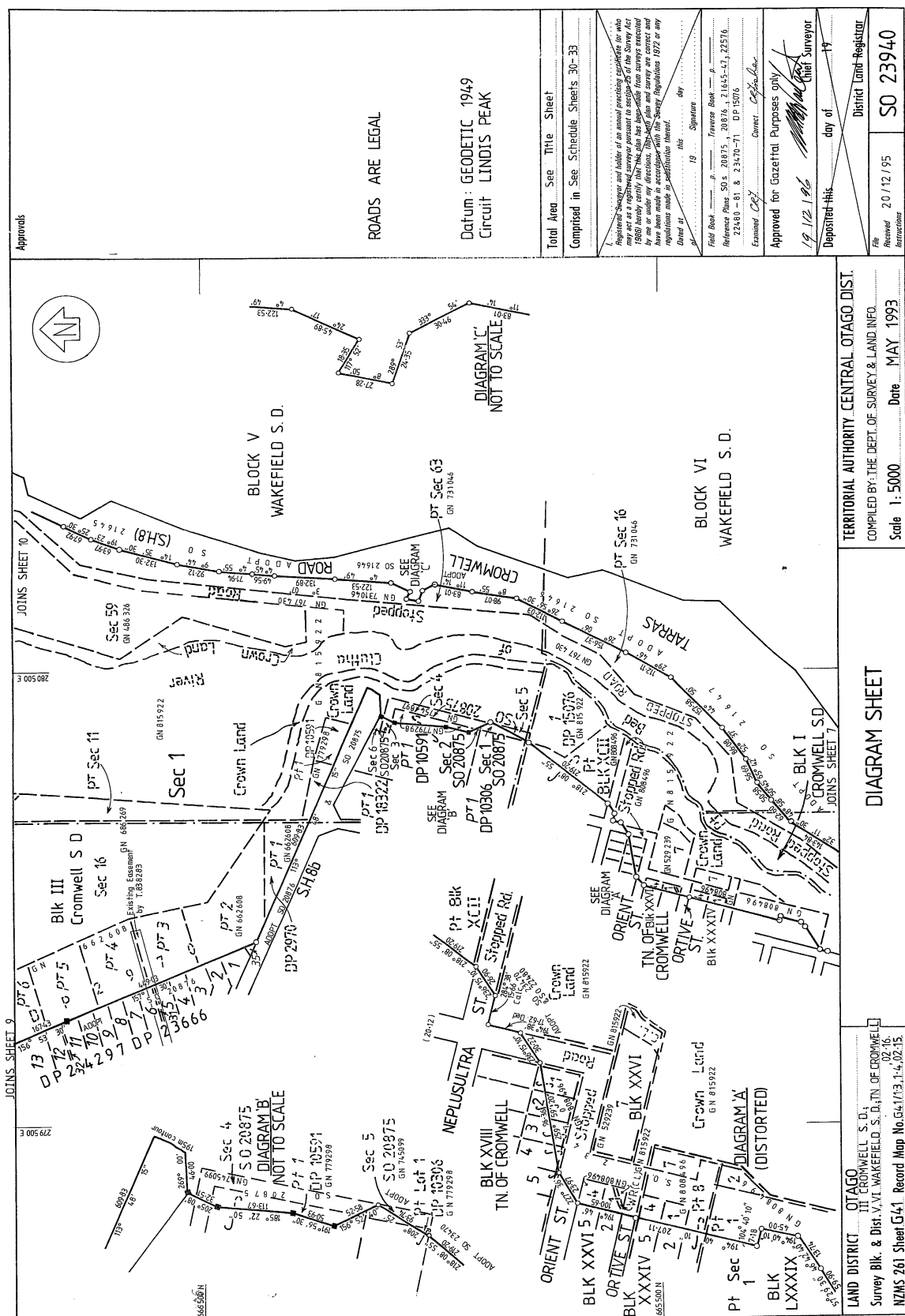
1



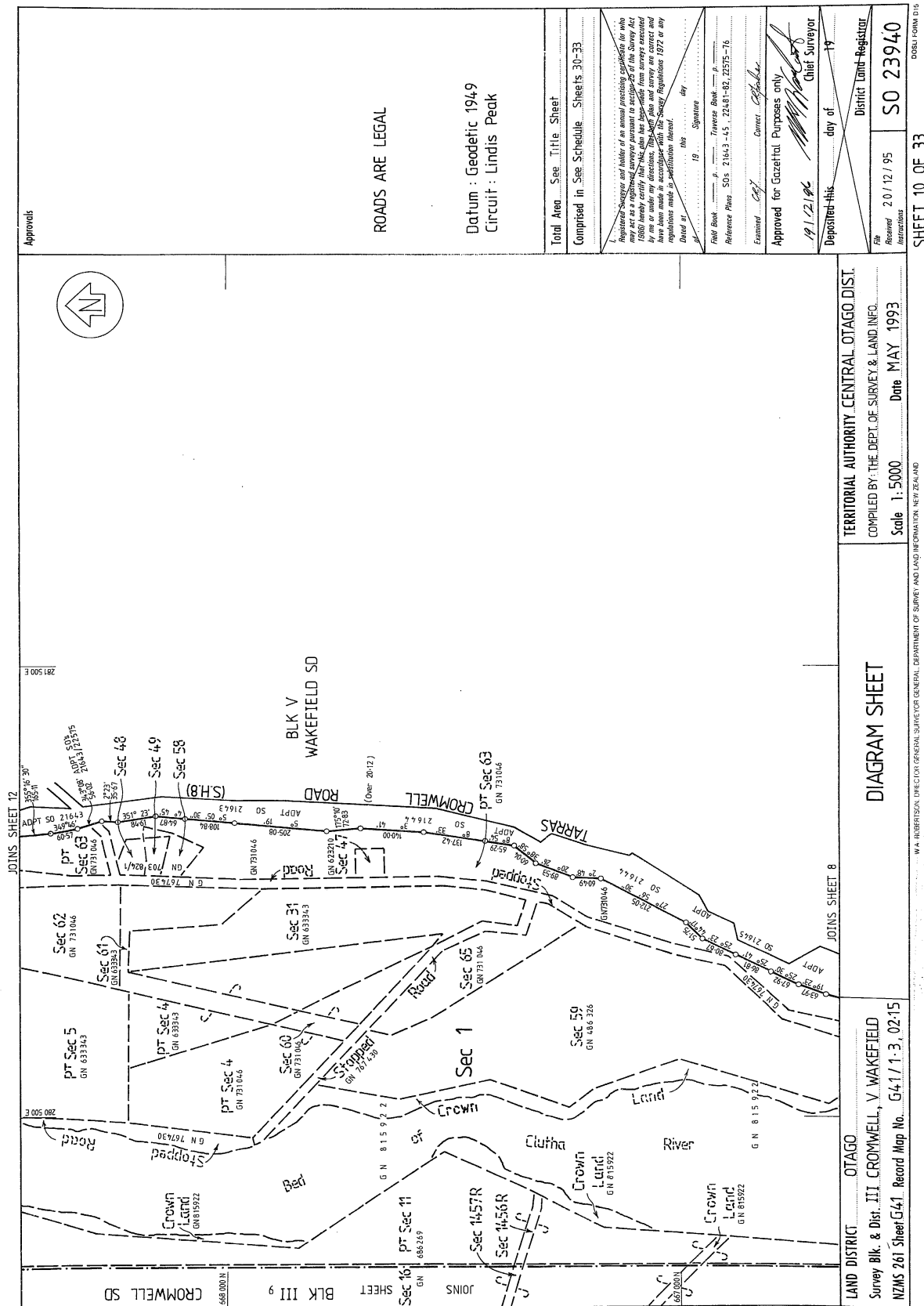
DOLU FORM 015

SHEET 6 OF 33

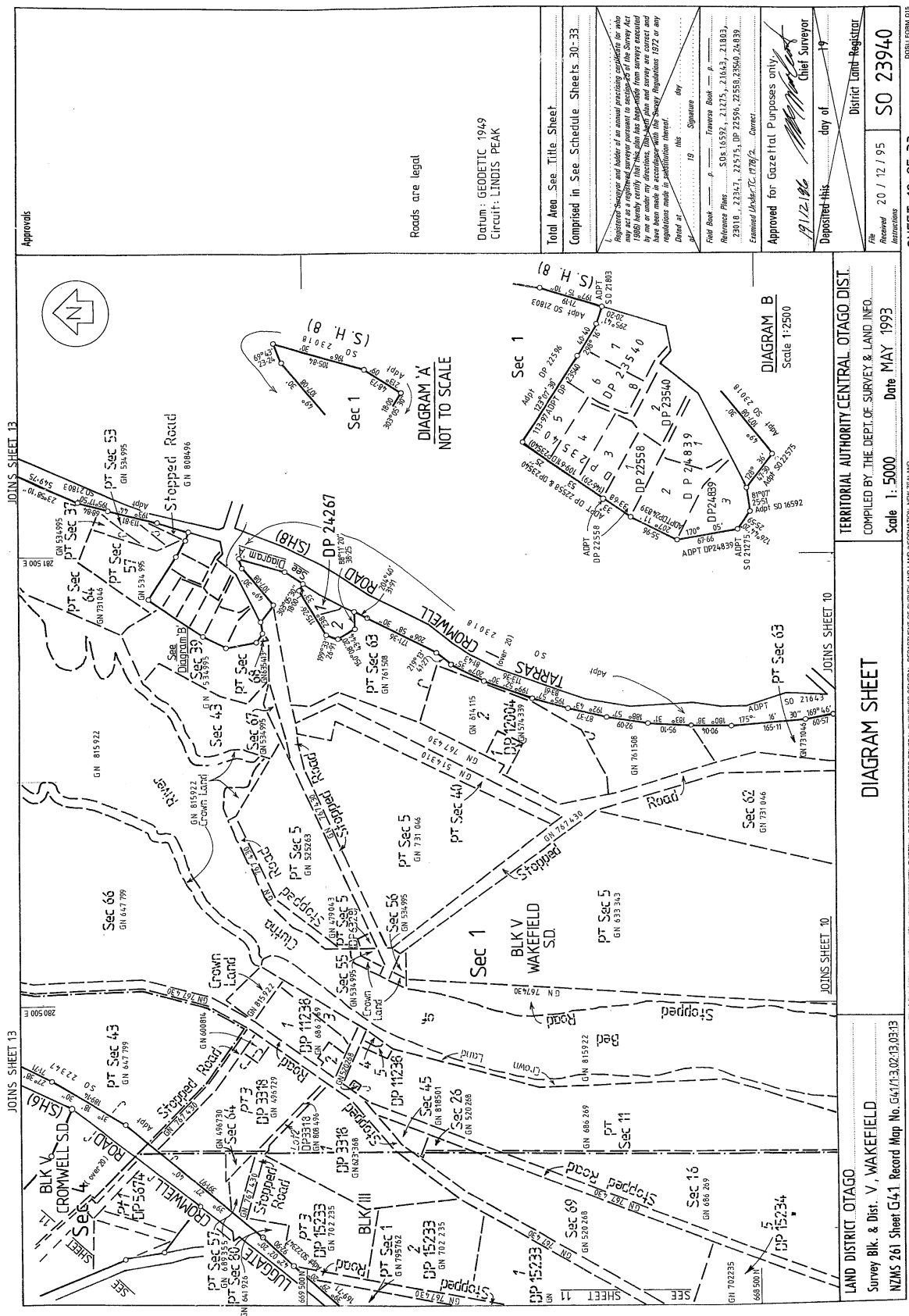
W.A. ROBERTSON, DIRECTOR GENERAL, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND

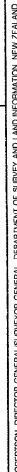


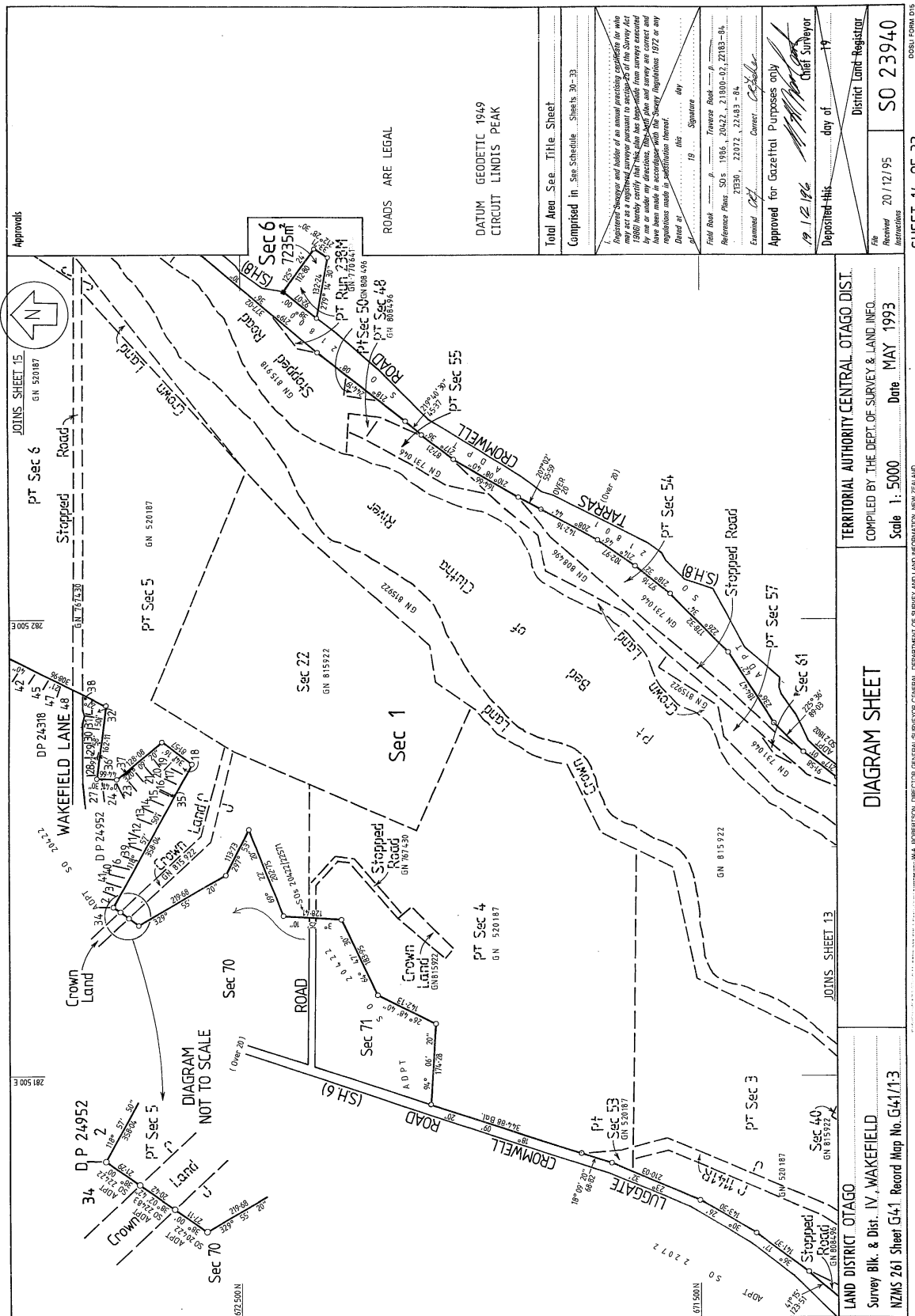


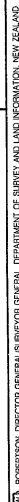


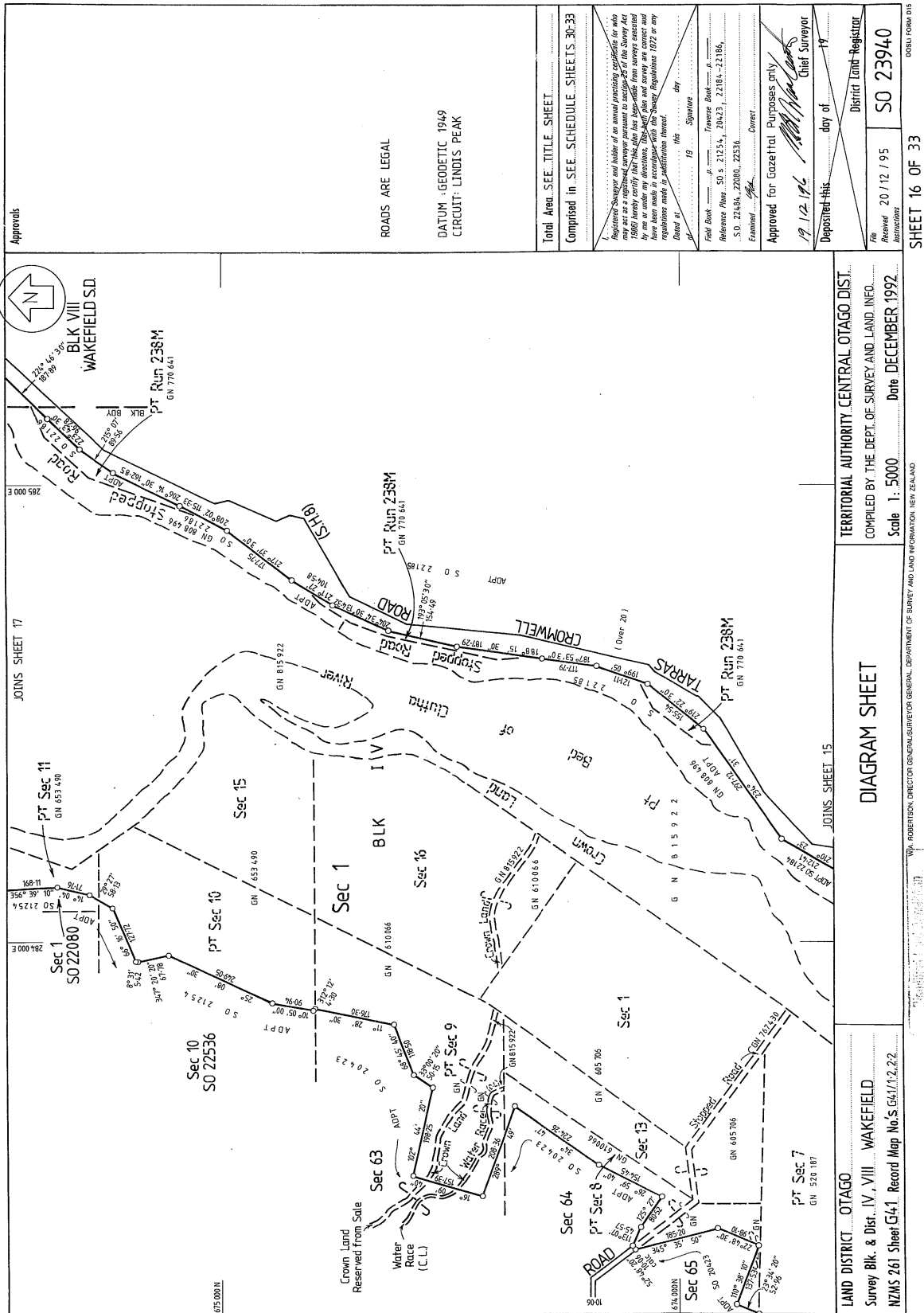




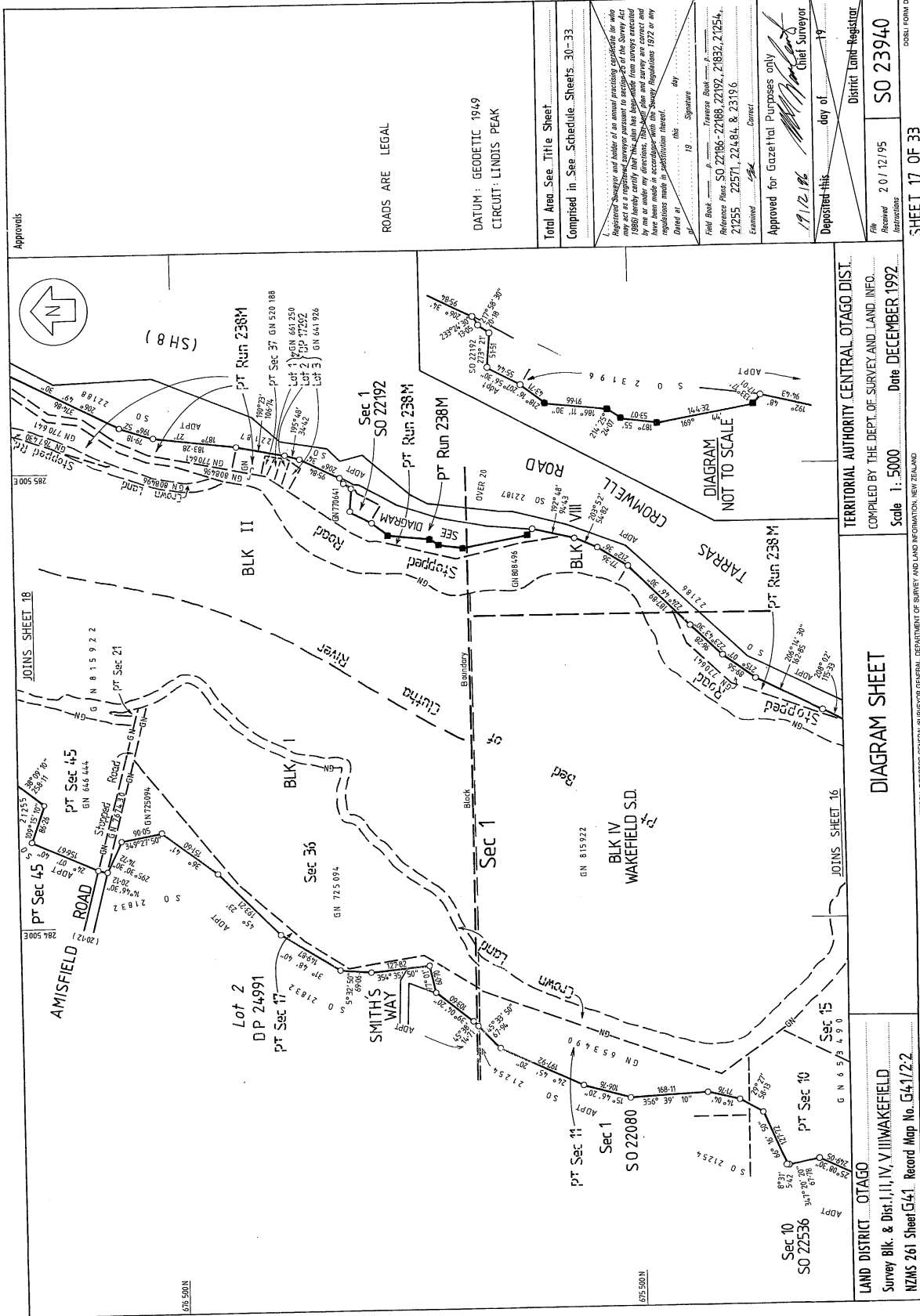








SHEET 16 OF 33



Approvals

ROADS ARE LEGAL

DATUM: GEODETIC 1949  
CIRCUIT: LINDIS PEAK

Total Area See Title Sheet  
Comprised in See Schedule Sheets 30-33

I, the undersigned, being a duly qualified and licensed Surveyor, do hereby certify that the above is a true and correct copy of the Survey Act 1980 and that the same has been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Field Book \_\_\_\_\_ p. \_\_\_\_\_ Traverse Book \_\_\_\_\_ p. \_\_\_\_\_

Reference Plans SO 22186-22188, 22192, 21832, 21254, 21255, 22571, 22484, & 23196

Examined \_\_\_\_\_ Correct

Approved for Gazetteal Purposes only

19/12/1986  
Chief Surveyor

Deposited this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

District Land Registrar

File Number 20/12/95  
Instructions SO 23940

SHEET 17 OF 33  
DOI FORM D15

TERRITORIAL AUTHORITY CENTRAL OTAGO DIST.

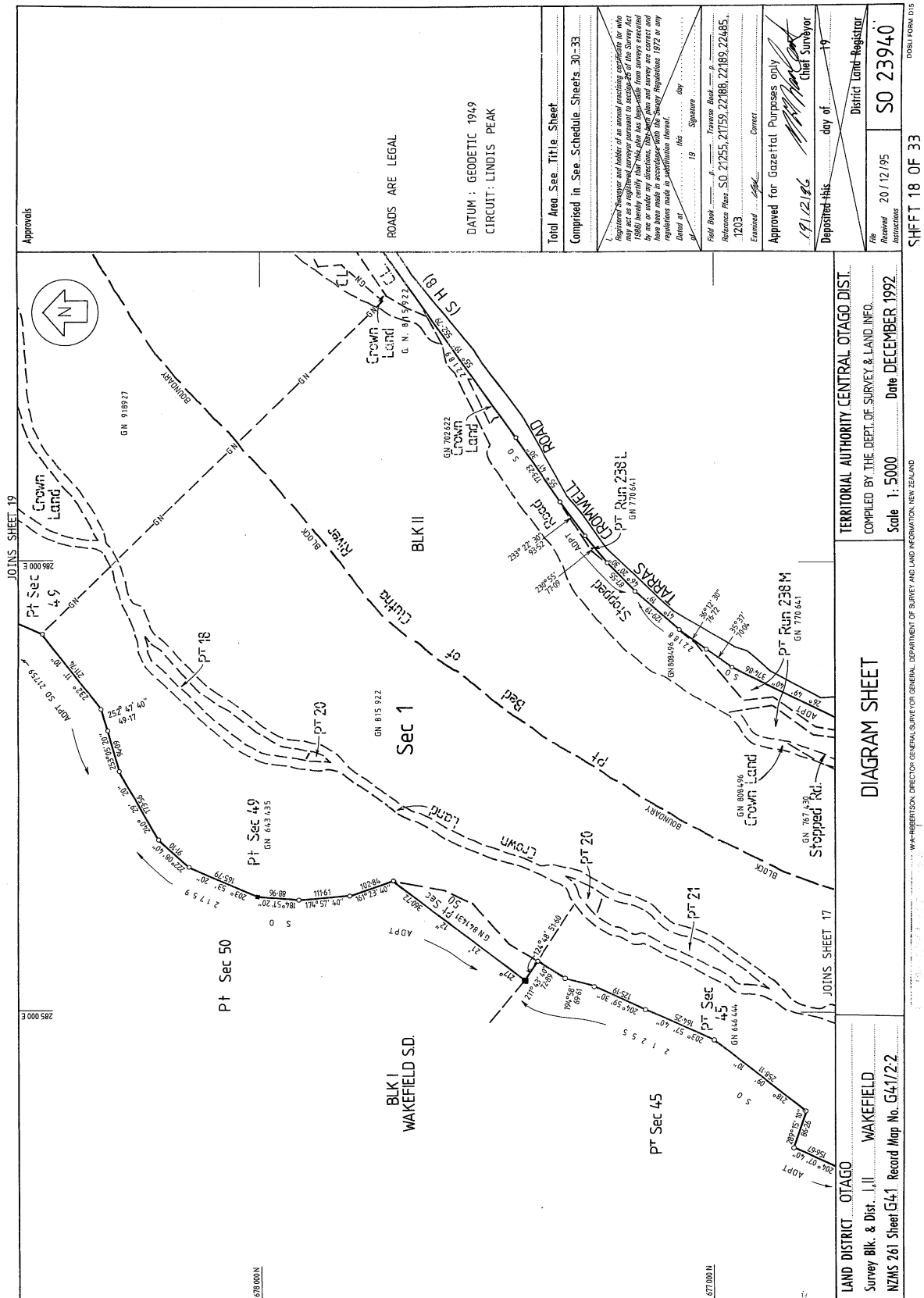
COMPILED BY THE DEPT. OF SURVEY AND LAND INFO.

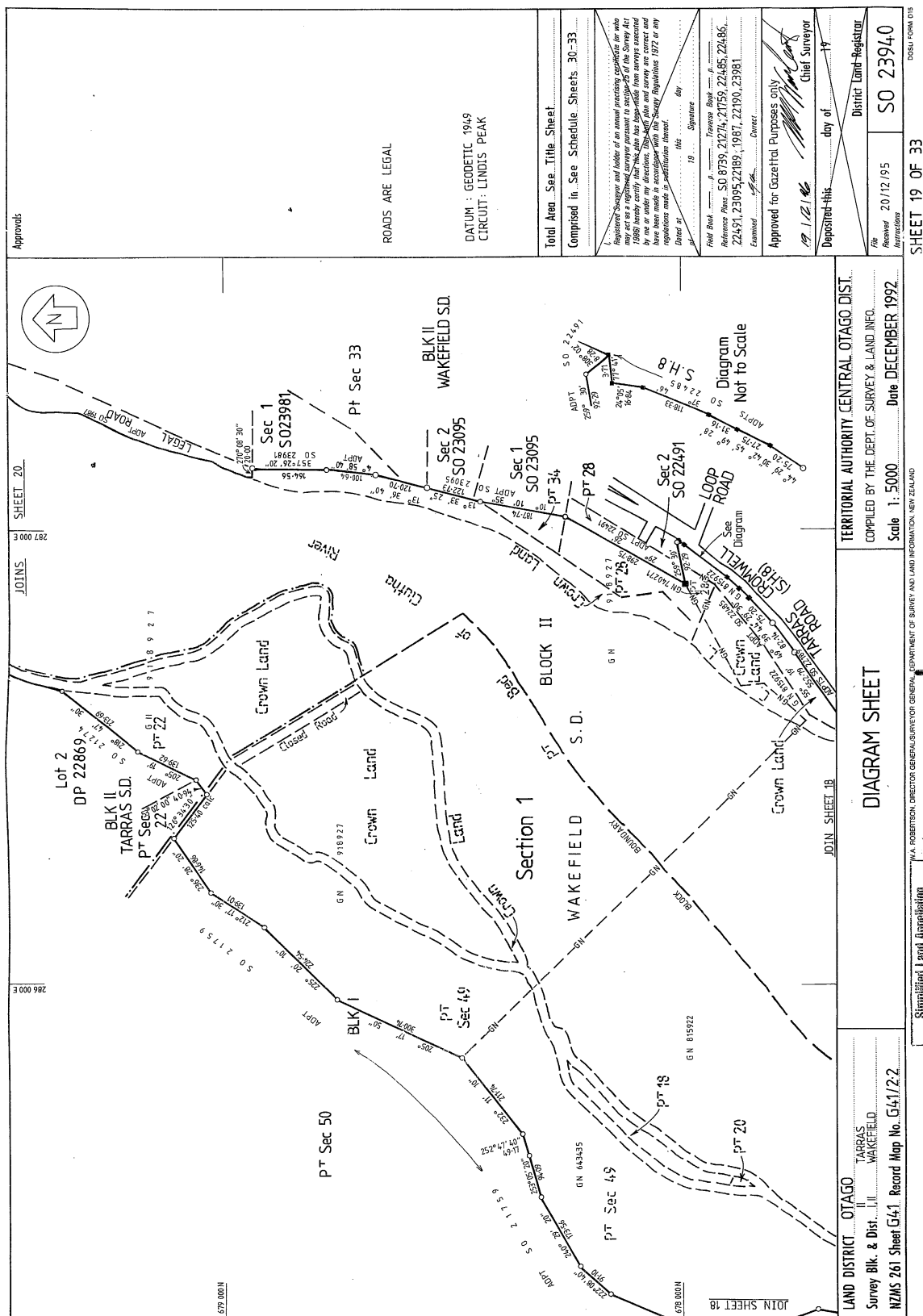
Scale 1:5000 Date DECEMBER 1992

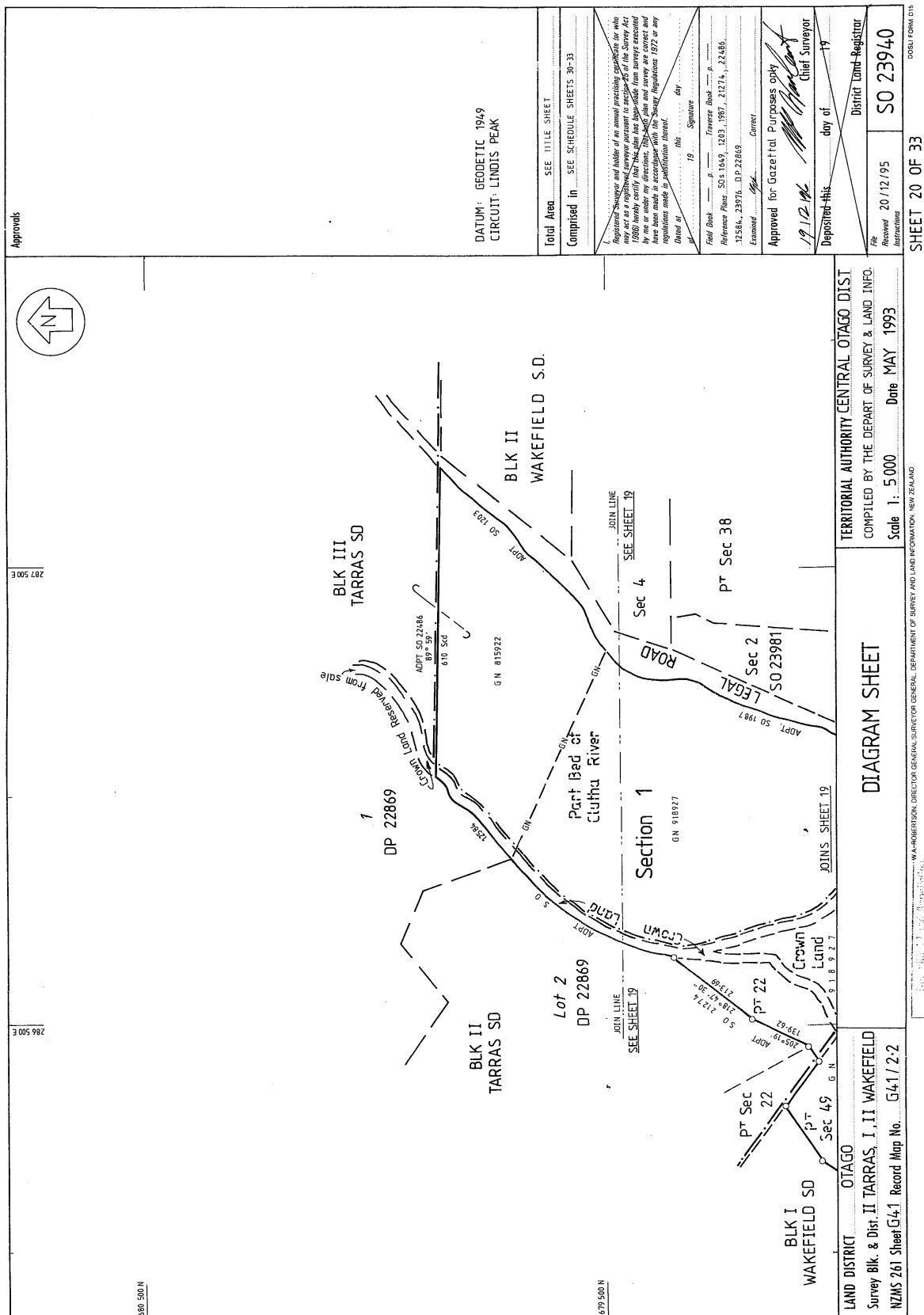
DIAGRAM SHEET

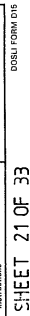
LAND DISTRICT OTAGO  
Survey Bk. & Dist. I, II, IV, V, VIII WAKEFIELD  
NZMS 261 Sheet G44. Record Map No. G44/1/2-2

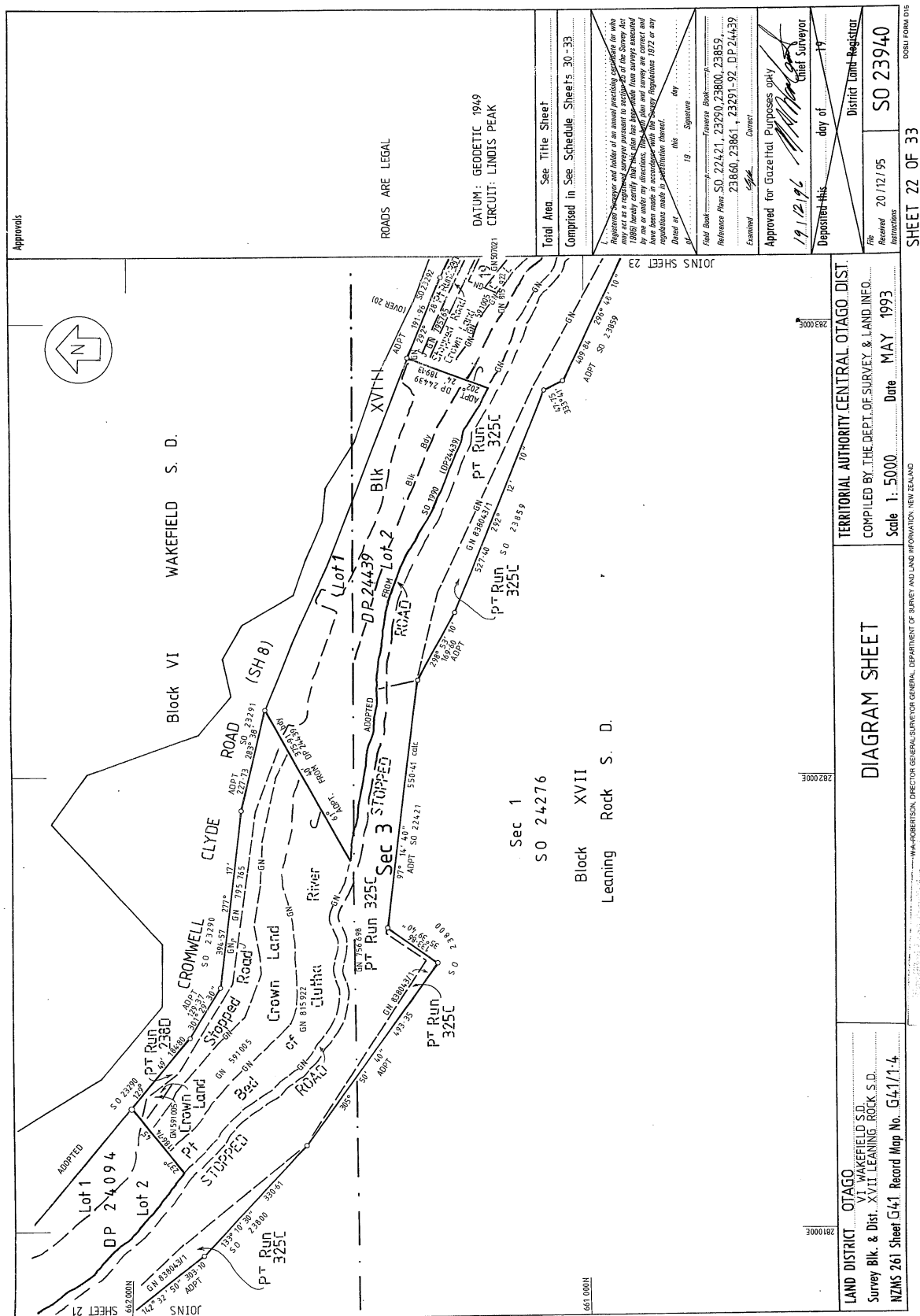
Geographical Land Appraisal

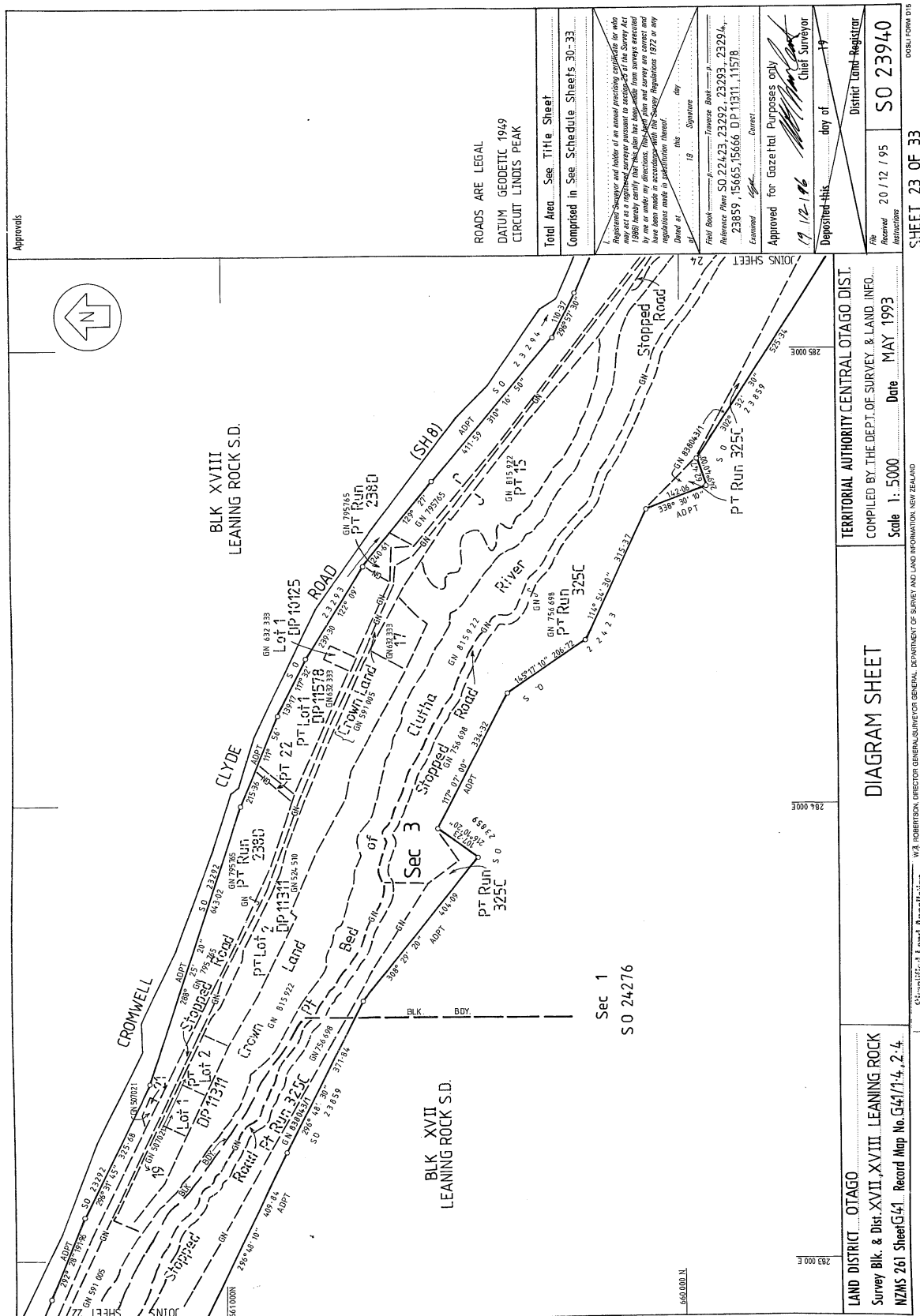






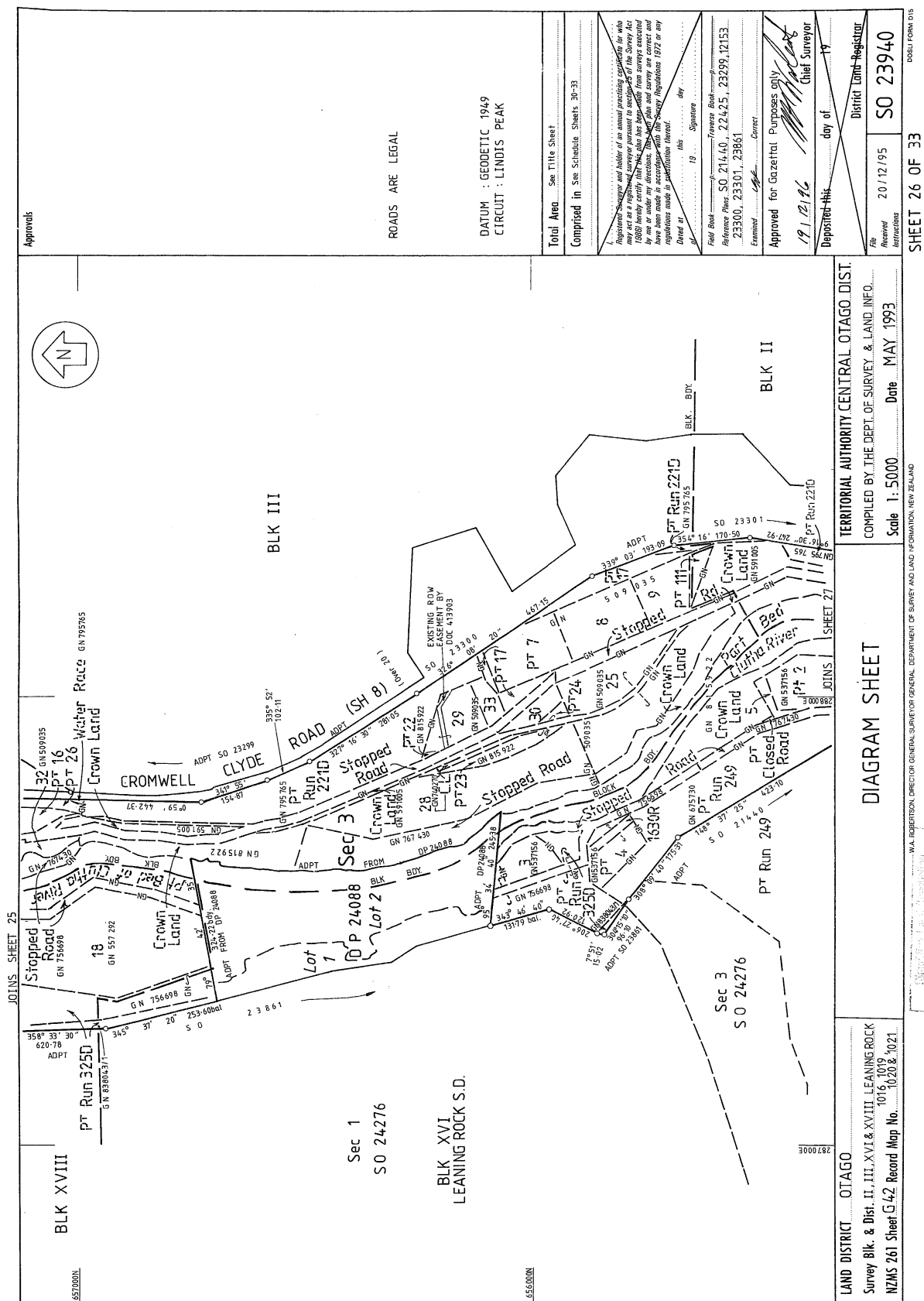




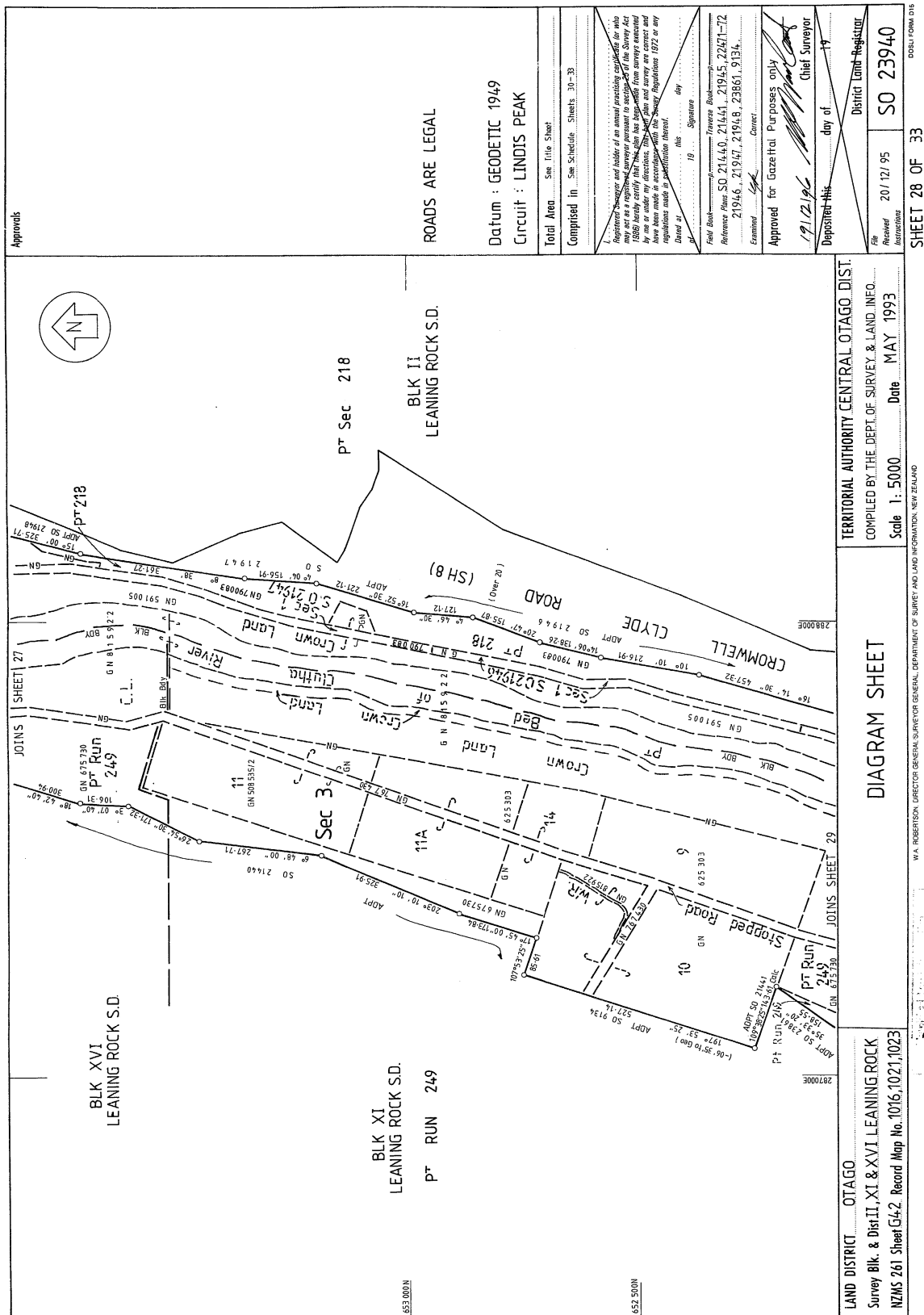














[illegible]

|                                                           |                                                       |
|-----------------------------------------------------------|-------------------------------------------------------|
| LAND DISTRICT, OTAGO.....                                 | TERRITORIAL AUTHORITY CENTRAL OTAGO DIST.....         |
| Survey Blk. & Dist. See individual diagram sheets<br>F 41 | Compiled by Dept. of Survey and Land Information..... |
| N7MS 961 Sheet 64 (152) Record Mon No. See diagram sheets | Scale 1 : ..... Date .....                            |

W.A. ROBERTSON, DIRECTOR GENERAL/SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND

### Simplified Land Appraisal

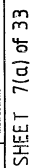
---

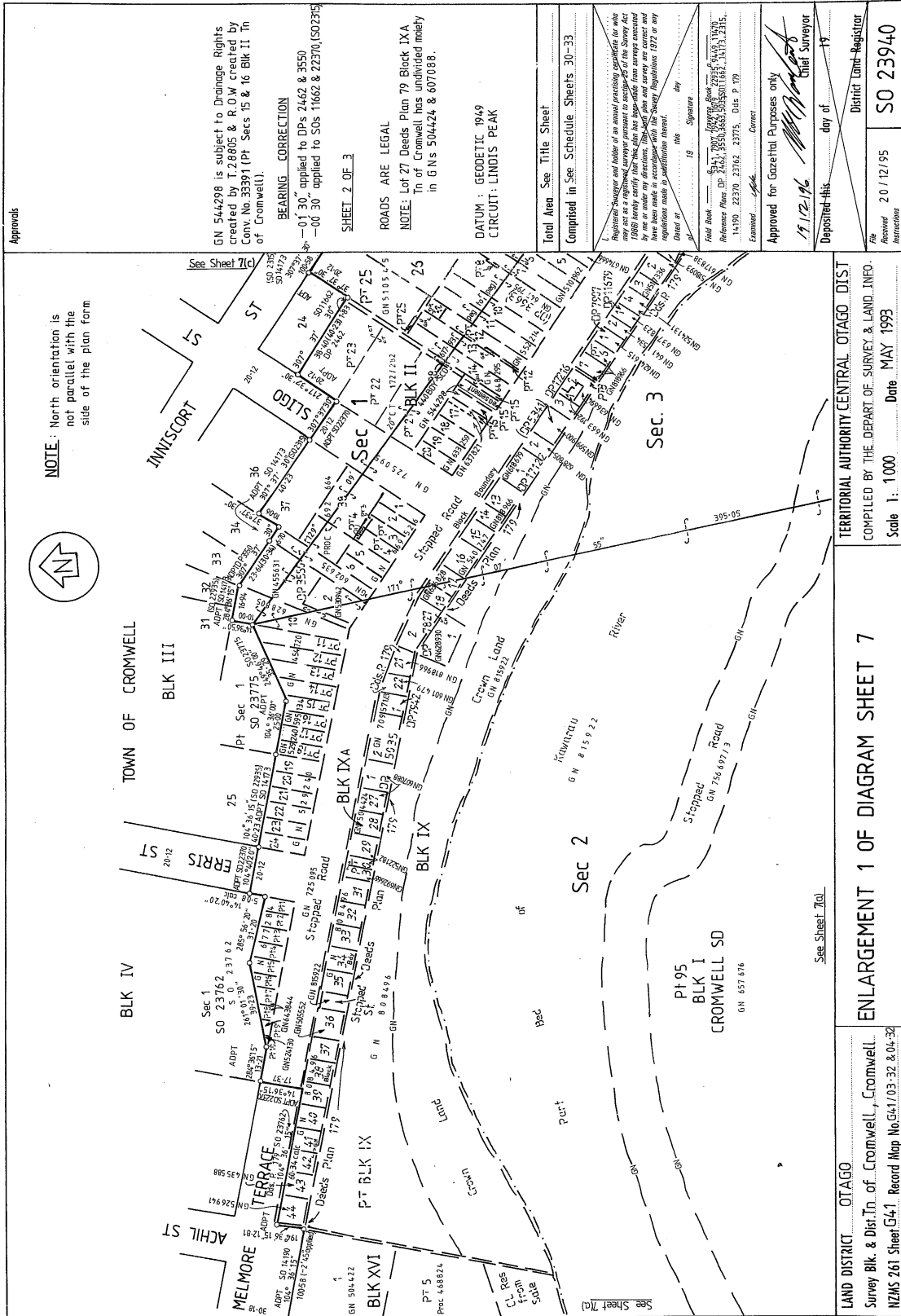
---

100

[illegible]

SHEET 33 of 33





SHEET 7(b) OF 33

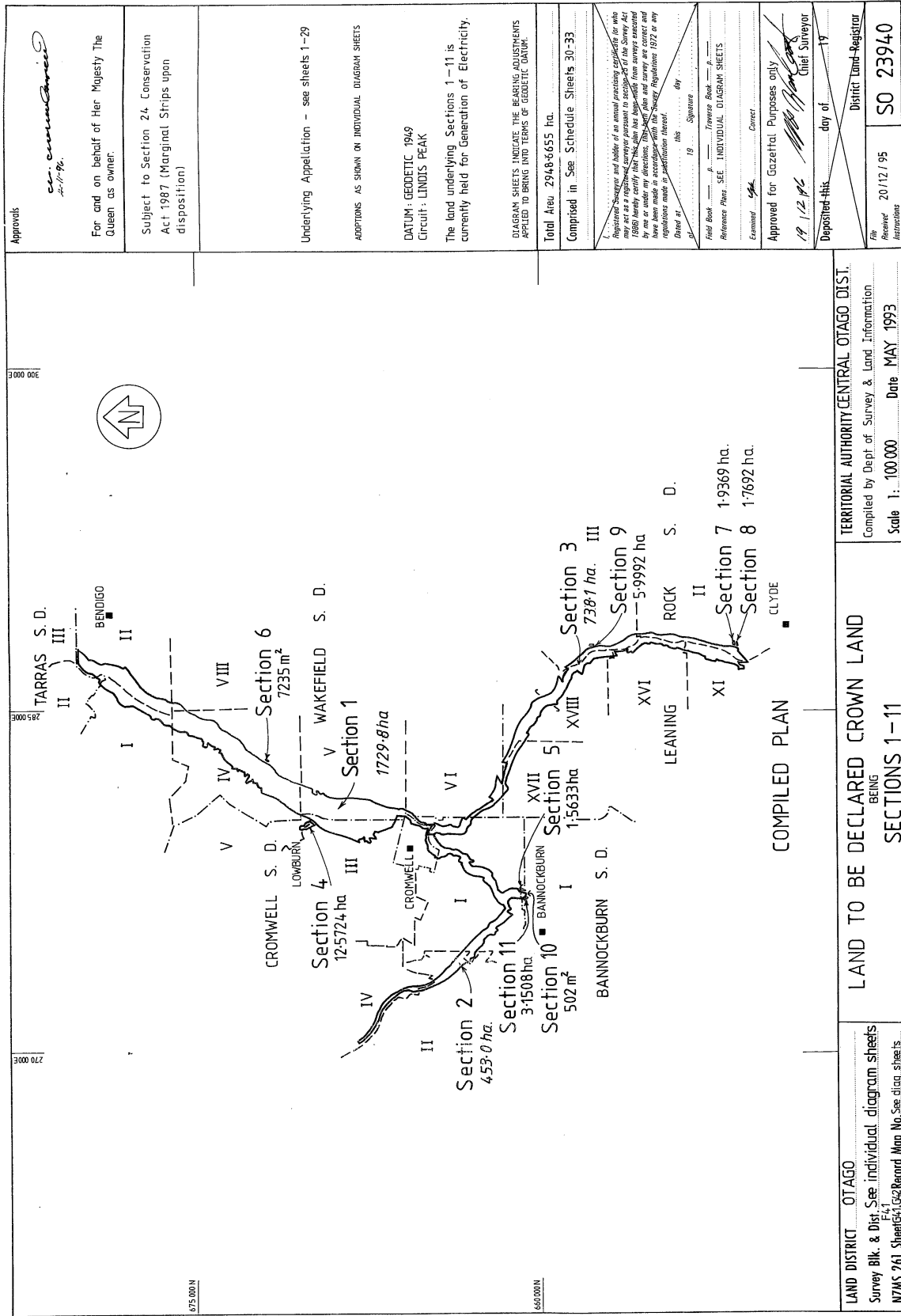
Scale 1: 1000 Date MAY 1999

TERRITORIAL AUTHORITY CENTRAL OTAGO DIST  
 COMPILED BY THE DEPT OF SURVEY & LAND INFO.

ENLARGEMENT 1 OF DIAGRAM SHEET 7

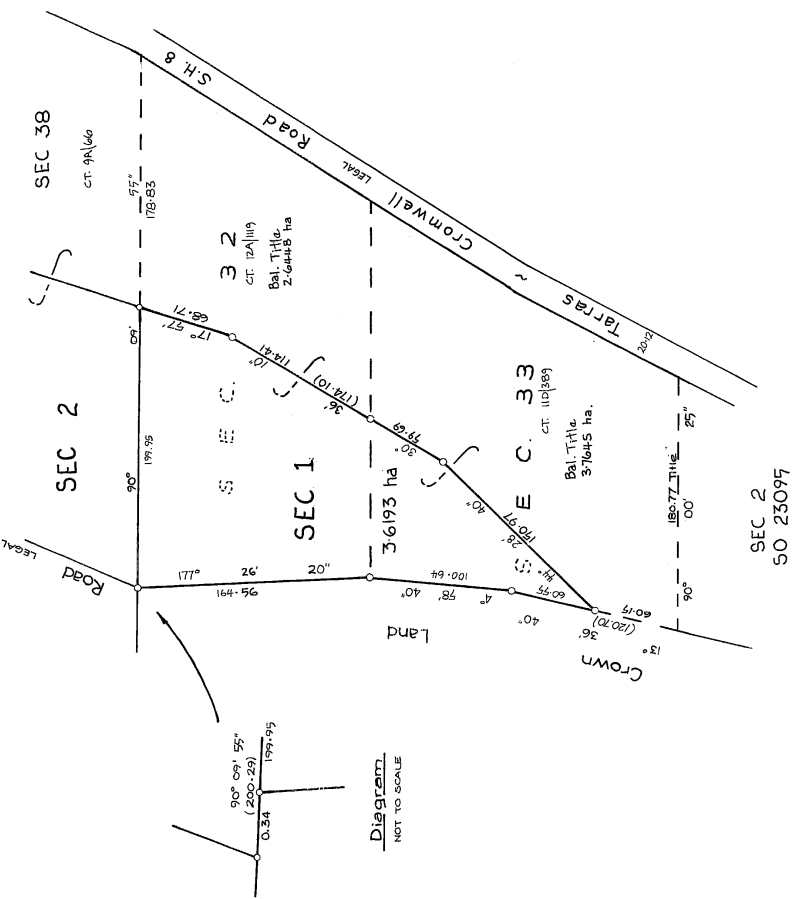
LAND DISTRICT OTAGO  
 Survey Blk. & Dist Tn. of Cromwell, Cromwell  
 NZMS 261 Sheet G4.1 Record Map No. G4.1/03-32 & 04-32

SHEET 7(c) of 33



TITLE SHEET

|                                                                                            |                                                                                 |                                          |                                                 |                                                                                                                                    |                                                                                                |                          |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|------------------------------------------|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Approvals<br><i>cc. Cunningham</i><br>For and on behalf of Her Majesty The Queen as owner. | Subject to Section 24. Conservation Act 1987 (Marginal Strips upon disposition) | Underlying Appellation - see sheets 1-29 | ADDITIONS AS SHOWN ON INDIVIDUAL DIAGRAM SHEETS | DATUM: GEODETIC 1949<br>Circuit: LINDIS PEAK<br>The land underlying Sections 1-11 is currently held for Generation of Electricity. | DIAGRAM SHEETS INDICATE THE BEARING ADJUSTMENTS APPLIED TO BRING INTO TERMS OF GEODETIC DATUM. | Total Area 2948.8655 ha. | Comprised in See Schedule Sheets 30-33 | Registered Surveyor and holder of an annual practicing certificate in the Survey Act 1980 hereby certify that this plan has been made from surveys conducted by me or under my supervision and that it is a true and correct representation of the land and its boundaries as shown on the original plans and regulations made in satisfaction thereof.<br>Dated at this day of 19<br>Signature<br>Field Book<br>Reference Plans<br>Examined<br>Approved for Gazetteal Purposes only<br>19/12/96<br>Deposited this day of 19<br>District Land Registrar<br>S0 23940 |
|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|------------------------------------------|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                           |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|                                                                          |  | <b>Approves</b><br><br>Land and Property Manager<br>Electricity Corporation of New Zealand Ltd and<br>Electricity Term Holdings No 1 Ltd.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| Section 1 to be transferred to<br>the Crown.                                                                                                              |  | Datum : Geodetic 1949<br>Circuit : Linds Peak<br>Origin : Linds Peak<br>Drawn by R. H. C. Gardner<br>Total Area 9.8756 ha.<br>Comprised in Pt. cts 9A/66, 10/389 & 12A/119<br>I. Kerry Gray, Harford of Dinedin<br>Registered Surveyor and holder of an annual practicing certificate (or who<br>may act as a registered surveyor pursuant to section 25 of the Survey Act<br>1977) and who has been duly sworn and made an oath of office and<br>has been made in accordance with the Survey Regulations 1972 or any<br>regulations made in substitution thereof.<br>Dated at Dunedin this 25th day of August 1993. Signature <br>Field Book Reference Plus<br>Examined <br>Approved as to Survey 24/9/93<br>Deposited this 19 day of 1993<br>District Land Registrar<br>File No. 17/8/93<br>Instructions S023981 |  |
| adjoins sheet 2 of 2<br> |  | TERRITORIAL AUTHORITY Central Otago District Council<br>Surveyed by WORKS Consultancy Services Ltd<br>Scale 1:2000 Date May 1993<br>SHEET 1 of 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| LAND DISTRICT Otago<br>SURVEY BLK. & DIST. Blk II Wakefield<br>NZMS 261 SHT 64 RECORD MAP No. 2-2                                                         |  | SECTIONS 1 AND 2 BEING<br>PT. SECTIONS 32, 33 & 38<br>W. A. ROBERTSON SURVEYOR GENERAL DEPARTMENT OF SURVEY AND LAND INFORMATION NEW ZEALAND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |

[illegible]

## Title Diagram Deed of Easement

Cpy - 01/01, Pgs - 019, 11/08/11, 11:09



DocID: 512791846

Entered in the Register Book

as Volume 18C folio 859

this 11th day of January 1999

at 3:50'clock

For District Land Registrar



18C/859

**DEED OF GRANT OF EASEMENT**

(Pursuant to Section 60 Land Act 1948)

**RIGHTS TO STORE AND RELEASE WATER, TO TAKE AND DISCHARGE  
WATER, AND TO TAKE AND DISCHARGE GEOTHERMAL FLUID**

THIS DEED made this 11th day of December 1998

**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 :

- (a) Sections 1-11 (inclusive) on S.O. Plan 23940; and
- (b) Sections 1 and 2 being Part Sections 32, 33 and 38 on S.O. Plan 23981.

("the Easement Land").

LAKE DUNSTON

ODMA\PCDOCS\WGTN\_DOCS\3478323

11 December 1998

- 2 -

- 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.

ODMA\PCDOCS\WGTN\_DOCS\3478323

11 December 1998



- 3 -

- 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. Certain geothermal power stations are included in the Specified Assets sold to the Grantee. The operation of these geothermal power stations involves the taking and discharge of water and the taking and discharge of geothermal fluid. Where relevant, easements to permit these activities, to the extent that these easements are within the power of the Crown to grant, are necessary for the Grantee to operate its business.
- J. 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 and the right to Take and Discharge Geothermal Fluid, 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 Grantor 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, and

ODMA\PCDOCS\WGTN\_DOCS\347832\3

11 December 1998



- 4 -

THIRDLY the full and free right and liberty to install and operate Geothermal Electricity Works from time to time upon, over, under, or about the Easement Land and via those Geothermal Electricity Works or via Geothermal Electricity Works from time to time upon, over, under or about other lands withdraw in such quantities as the Grantee shall determine geothermal fluid from time to time situated upon, under or about the Easement Land and thereby cause subsidence to the Easement Land; and also via any of those Geothermal Electricity Works discharge and/or re-inject geothermal fluid, in such quantities as the Grantee may determine, 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

ODMA\PCDOCS\WGTX\_DOCS\3478323

11 December 1998



- 5 -

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.

**3. Right to Carry out Works**

The Grantee's right to install and operate Electricity Water Works and/or Geothermal Electricity 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/or Geothermal Electricity Works and to do any works incidental thereto. All Electricity Water Works and/or Geothermal Electricity 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 and/or Geothermal Electricity 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.

ODMA\PCDOCS\WGTN\_DOCS\3478323

11 December 1998



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

ODMA\PCDOCS\WGTN\_DOCS\347832\3

11 December 1998



- 7 -

Water Works or Geothermal Electricity 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.



ODMA\PCDOCS\WGTN\_DOCS\347832\3

11 December 1998

**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.

**11. Emergency and Public Safety**

The Grantee may from time to time, if it considers that there is an emergency situation involving public safety or the security of electricity generation, temporarily exclude entry by any persons to all or any parts of the Easement Land. In cases where there is no emergency the Grantee may also with the Grantor's prior approval temporarily or permanently and/or from time to time exclude persons from all or any parts of the Easement land. Where entry is excluded the Grantor will not authorise or permit entry thereon except for the purpose of inspecting the condition of the Easement Land or doing any act required to be done by it under this Deed, and in such cases after having given reasonable prior notice to the Grantee. Where permanent exclusion of third parties is warranted, the Grantee shall purchase the land concerned at its then current market value to be determined in accordance with clause 24 hereof together with reasonable costs of raising title and transferring the land concerned and the Grantee and Grantor shall use their best endeavours to give effect to any such arrangement with all due expedition.

**12. Right to Erect Warning Notices**

The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right to erect signs and notices warning of any danger.



ODMA\PCDOCS\WGTN\_DOCS\347832\3

11 December 1998

- 9 -

**13. Incidental Rights**

The Grantee shall have the right from time to time to do all such acts and things as are reasonably necessary for the better enjoyment of the rights granted by this Deed of Grant of Easement or consequential thereto.

**14. Grantor Consent**

In all cases where the consent or approval of the Grantor is required under this Deed such consent or approval shall be deemed granted for the day to day or other activities of the Grantee properly and reasonably required for the carrying on of its electricity generation business or interests from time to time and in the event that the consent or approval is not deemed granted, such consent or approval shall not be unreasonably withheld or granted upon unreasonable conditions, or granted subject to the payment of money or other consideration.

**15. Statutory Compliance**

It shall be the responsibility of the Grantee to obtain and comply with all statutory and regulatory consents required from time to time to exercise its rights under this Deed. The Grantee shall be entitled from time to time to apply for any resource consents and any other statutory or regulatory consents required for the purpose of the exercise of any of the Grantee's rights under this Deed in the same manner as if it were the registered proprietor of the Easement Land. The Grantee shall at or before the time of making the relevant application forward a copy to the Grantor. The Grantor shall in order to in good faith give full and proper effect to the Grantee's easement rights granted in this document, provide upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of support, co-operation and/or assistance (including written submissions in support) in respect of such application(s) and shall not do anything whereby the ability for the Grantee to obtain and comply with any such required consents shall be frustrated, hindered or interfered with.

**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

\\ODMA\PCDOCS\WGTN\_DOCS\3478323

11 December 1998



- 10 -

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

ODMA\PCDOCS\WGTN\_DOCS\347832\3

11 December 1998



- 11 -

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.

**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.

ODMA\PCDOCS\WGTYN\_DOCS\3478323

11 December 1998



- 12 -

**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

ODMA\PCDOCS\WGTN\_DOCS\3478323

11 December 1998



- 13 -

(Lawyers Engaged in Alternative Dispute Resolution).

- (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

ODMA\PCDOCS\WGTN\_DOCS\3478323

11 December 1998



- 14 -

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.



ODMA\PCDOCS\WGTM\_DOCS\3478323

11 December 1998

- 15 -

EXECUTED as a Deed

SIGNED for and on behalf of )  
HER MAJESTY THE QUEEN by )  
the Commissioner of Crown Lands )  
in the presence of: )

COMMISSIONER OF CROWN LANDS

S. D. BROWN  
COMMISSIONER OF CROWN LANDS  
LAND INFORMATION NZ.  
WELLINGTON

Witness Name:

Occupation:

Address:

EXECUTED by )  
CONTACT ENERGY LIMITED )  
by its attorneys )

Name of Attorney

Signature of Attorney

Name of Attorney

Signature of Attorney

in the presence of:

Signature

Occupation

Place of abode

ODMA\PCDOCS\WGTN\_DOCS\3478323

11 December 1998

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

We, Christina Jane Symmans, Corporate Support Services Director of Wellington and Anita Jane Mazzoleni, General Counsel of Auckland, certify

1. **THAT** by Deed dated 21 December 1996 Contact Energy Limited appointed us as its attorneys on the terms and conditions set out in that Deed
2. **THAT** a copy of that Power of Attorney is registered at various District Land Registries as follows:

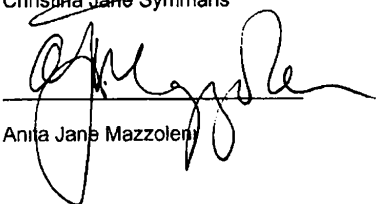
|                |               |
|----------------|---------------|
| Wellington     | No B556943.1  |
| North Auckland | No D114265.1  |
| South Auckland | No. B402688   |
| Taranaki       | No. 439574    |
| Gisborne       | No. G214525.1 |
| Hawkes Bay     | No 653200 1   |
| Nelson         | No. 365857.1  |
| Canterbury     | No. A285999/1 |
| Otago          | No. 925564    |
| Westland       | No. 106874    |
| Marlborough    | No. 189664    |
| Southland      | No. 240815 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 11th day of December 1998



Christina Jane Symmans



Anita Jane Mazzoleni

- 16 -

**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) "Geothermal Electricity Works" includes without limitation, all or any pipe, pipeline, conduit, bore, pump, pumphouse, heat exchanger, separation plant, cooling tower, holding pond, flash plant, gas extraction plant, utility and services connections, structure, equipment, improvement, appurtenances, or works used or intended to be used for the taking, conveyance, containment, monitoring, use, discharge, disposal and/or re-injection of geothermal fluid.
- (e) 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;
- (f) "*writing*" shall include words visibly represented or reproduced;
- (g) Words importing the masculine gender shall include the feminine or neuter gender;
- (h) Word importing the singular shall include the plural and vice versa;

ODMA\PCDOCS\WGTR\_DOCS\3478323

11 December 1998



- 17 -

- (i) 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;
- (j) 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;
- (k) Derivations of defined terms have similar meanings;
- (l) Headings shall be ignored.



ODMA\PCDOCS\WGTN\_DOCS\347832\3

11 December 1998

970005.1 Gazette Notice declaring  
the adjoining road state Highway No. 8B  
to be a Limited Access Road  
21.6.1999 at 3.59

*Jagillatt*  
for RGL

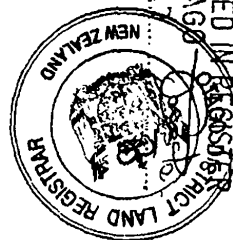
978800.1 Notice of Crossing  
Place pursuant to Section  
91 Transit New Zealand Act  
1989 affecting Limited Access  
Road

24.8.1999 at 3.28

*K Patrick*  
for RGL

18C/859

658/581



3.45 12 JAN 99 960339.1



**RECORD OF TITLE**  
**UNDER LAND TRANSFER ACT 2017**  
**Search Copy**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **OT18C/900**  
**Land Registration District** **Otago**  
**Date Registered** 01 March 1999 09:00 am

---

**Type** Deed of easement under s60 Land Act 1948  
**Area** 5488 square metres more or less  
**Legal Description** Area D Survey Office Plan 22189  
**Registered Owners**  
Her Majesty The Queen

---

**Interests**

L & S FORM N93