

YEC 960339.1 Deed of Easement

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Entered in the Register Book

as Volume 18C folio 859

this 12<sup>th</sup> day of January 1999

at 3:45'clock

18C/859

For District Land Registrar



**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 11<sup>th</sup> 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 DISTRICT

- 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 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.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

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



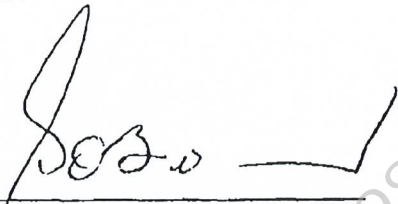
indemnify the Grantee against any action or claim made by that third party arising out of loss or injury suffered by that third party by reason of any act or omission of the Grantee in the exercise of its rights and privileges under this Deed.

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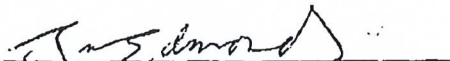
Released under the Official Information Act 1982

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 N.Z.  
WELLINGTON

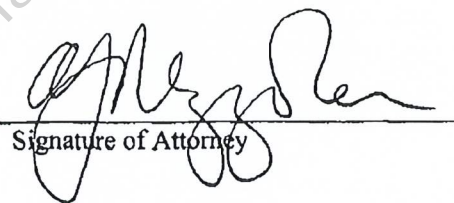
  
\_\_\_\_\_  
Witness Name:

Personal assistant  
\_\_\_\_\_  
Occupation:

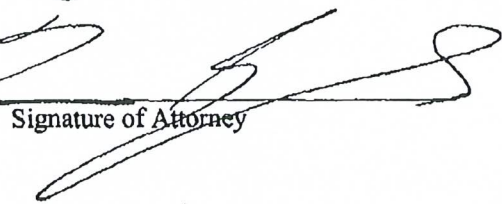
Land Information NZ  
\_\_\_\_\_  
Address:

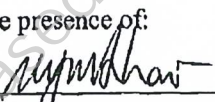
EXECUTED by )  
CONTACT ENERGY LIMITED )  
by its attorneys )

Ant Marder  
\_\_\_\_\_  
Name of Attorney

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

Christina Symons  
\_\_\_\_\_  
Name of Attorney

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

in the presence of:  
  
\_\_\_\_\_  
Signature

Solicitor  
\_\_\_\_\_  
Occupation

Wellington  
\_\_\_\_\_  
Place of abode

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

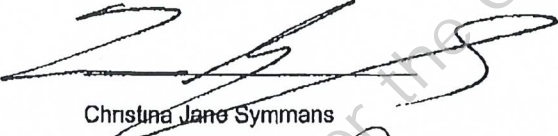
We, Christina Jane Symmans, Corporate Support Services Director of Wellington and Anita Jane Mazzoleni, General Counsel of Auckland, certify

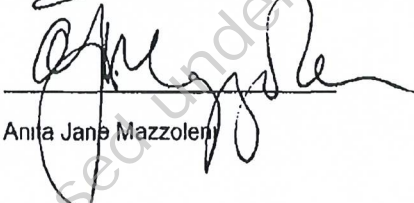
1. **THAT** by Deed dated 21 December 1996 Contact Energy Limited appointed us as its attorneys on the terms and conditions set out in that Deed
2. **THAT** a copy of that Power of Attorney is registered at various District Land Registries as follows:

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

Released under the Official Information Act 1982



**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.



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970005.1 Gazette Notice declaring  
the adjoining road state Highway No. 8B  
to be a Limited Access Road  
21. 6. 1999 at 3.59

*Jagellatt*  
for RGL

9788001 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

18C/859  
658/581

3.45 12 JAN 99 960339.1  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY DISTRICT  
AND LAND REGISTRY DISTRICT



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