

## **Crown Pastoral Land Tenure Review**

**Lease name: BRAEMAR**

**Lease number: PT 121**

### **Public Submissions - Part 3**

These submissions were received as a result of the public advertising of the Preliminary Proposal for Tenure Review.

**August 09**

Dated this 7 day of March 2005

**Access Arrangement for Crown Pastoral Land pursuant to  
Section 61 of Crown Minerals Act 1991  
Braemar**

**Meridian Energy Limited**

**and**

**Her Majesty the Queen in right of New Zealand  
acting by and through  
the Minister for Land Information**

**THIS AGREEMENT** for an Access Arrangement pursuant to section 61 of the Crown Minerals Act 1991 is made this            day of            200            between Her Majesty the Queen in right of New Zealand acting by and through the Minister for Land Information (the "Owner") and Meridian Energy Limited ("the Permit Holder").

**WHEREAS:**

- A     The Land described in the First Schedule is owned by the Crown. The Owner administers the Land pursuant to the provisions of the Land Act 1948 and the Crown Pastoral Land Act 1998.
- B     The Commissioner of Crown Lands has granted a lease of that part of the Land known as Braemar pastoral lease (as more particularly described in CIR CB7B/480) under s66 of the Land Act 1948 to Braemar Station Limited ("the Occupier").
- C     Access to Crown land for mineral Mining is provided for in the Crown Minerals Act 1991.
- D     Under the Crown Minerals Act 1991, the Owner of the Land is the Minister of Land Information. The Minister of Land Information has delegated certain of his powers under the Crown Minerals Act 1991 to employees of Land Information New Zealand.
- E     The Permit Holder has pursuant to section 59 of the Crown Minerals Act 1991 served on the Owner notice of the Permit Holder's intention to obtain an Access Arrangement in respect of the Land to conduct a mineral Mining operation.
- F     The Permit Holder has been granted a Mining Permit by the Minister of Energy pursuant to section 25 of the Crown Minerals Act 1991 to mine for greywacke and sandstone as defined in the Minerals Programme 1996 in the Land. The lessee of Braemar pastoral lease has, as Occupier, granted an access arrangement to its leasehold estate, and as owner to its adjoining fee simple estate, to the Permit Holder for Mining purposes ("the Occupier's Agreement").
- G     The Owner agrees to grant a Right of Access to the Permit Holder for the purposes of carrying out Mining in accordance with the Mining Permit.

**NOW THE PARTIES AGREE** as follows:

**1     DEFINITIONS AND INTERPRETATION**

1.1   In this Access Agreement, unless the context otherwise requires:

"Access Arrangement" means this agreement for an Access Arrangement and the Schedules to it.

"Act" means the Crown Minerals Act 1991.

"Borrow Site" means the area of Land comprising the permit area as shown on the plan forming part of the Mining Permit.

"Current" means, in relation to a permit or Resource Consent, that the permit or Resource Consent has been granted and has not expired or been surrendered or revoked; and currency has a corresponding meaning.

"Land" means the land described in the First Schedule.

"Legislation" includes statutes, regulations, by-laws, district plans, regional plans, codes of conduct, and guidelines.

"Mining" and "Mining Operations" have the same meanings as defined in the Act.

"Mining Permit" means Mining Permit 41868, a copy of which is attached to this Access Agreement as the Second Schedule.

The "Occupier" means the lessee of Braemar Pastoral Lease.

The "Owner" includes any employee of Land Information New Zealand to whom the Minister of Land Information has delegated any or all of that Minister's powers under the Act.

"Permit Holder" includes the Permit Holder and its servants, agents, contractors, employees and invitees.

"Protected" means declared to be absolutely or partially protected or otherwise given similar conservation status, whether permanently or temporarily, under any Legislation.

"Resource Consent" means a resource consent, a certificate of compliance, and/or an existing use certificate as those terms are described in sections 87, 139, and 139A of the Resource Management Act 1991.

"Restore" means to restore any disturbed land within the Borrow Site by:

- (a) mixing together and spreading and re-depositing into its final re-contoured position all substrate overburden;
- (b) spreading the stockpiled topsoil over the area; and
- (c) re-establishing grazing pasture on the area, in accordance with good farming practice in the locality;

and "Restoration" has a corresponding meaning.

"Right of Access" has the same meaning as defined in the Act;

"Work Programme" means the general work programme forming part of the Mining Permit, together with the plans showing the approximate location of the Work Programme as set out in the Mining Permit.

"Working Day" means a day, other than a Saturday or Sunday, a national statutory holiday, any anniversary day observed in the area where the Land is situated and any day in the period commencing on 24 December in one year and ending on 5 January in the following year.

- 1.2 Unless otherwise defined in this Access Arrangement, all defined terms shall have the meanings given to them in the Act.
- 1.3 The headings set out in this Access Arrangement have been inserted for convenience and shall not in any way limit or govern the construction of this Access Arrangement.
- 1.4 References to Legislation shall be deemed to be references to the Legislation as from time to time amended and includes substitution provisions that substantially correspond to those referred to.
- 1.5 The singular includes the plural and vice versa and words incorporating any gender shall include every gender.

## **2 GRANT OF RIGHT OF ACCESS**

- 2.1 The Owner grants the Permit Holder Right of Access to the Land for the purposes of carrying out lawful activity under the Mining Permit in accordance with the Act and subject to the terms and conditions set out in this Access Arrangement.

## **3 TERM**

- 3.1 Unless terminated earlier in accordance with clauses 16 and 17 or 18 of this Access Arrangement the term of this Access Arrangement shall be for a period of 10 years from the date of this Access Arrangement.
- 3.2 The Owner waives any non-compliance by the Permit Holder with any of the provisions of section 59 of the Act.

## **4 ASSIGNMENT**

- 4.1 The Permit Holder shall not assign, transfer or sublet this Access Arrangement or any part thereof without the written consent of the Owner, which consent may be withheld for any reason or given with conditions, which conditions may include a requirement that any assignee, transferee or sublessee covenants with the Owner to

accept, observe and perform all of the terms and conditions of this Access Arrangement.

- 4.2 The Owner expressly acknowledges and accepts that the Permit Holder may use its agents, employees or contractors to exercise its rights and/or perform its obligations under this Access Agreement.

## **5 COMPENSATION**

In accordance with its the Permit Holder's statutory obligations under section 76 of the Act the following provisions shall apply:

- 5.1.1 The Permit Holder shall pay to the Owner the sum of \$3,000 (plus GST) being reimbursement of all reasonable costs and expenses incurred by the Owner in respect of negotiating with the Permit Holder and all reasonable legal and valuation fees incurred by the Owner in respect of this Access Arrangement, on or before the signing of this Access Arrangement by the Owner;
- 5.1.2 The Permit Holder shall reimburse all reasonable costs incurred by the Owner in ensuring compliance with and monitoring of this Access Arrangement, which cost shall be invoiced to the Permit Holder by the Owner on each anniversary date of this Access Arrangement and shall be payable one month thereafter;
- 5.1.3 The Permit Holder shall pay to the Owner compensation for any direct or consequential loss (other than loss of income) suffered by the Owner resulting from the loss of use of any part of the Land as a result of the Permit Holder's Mining activities on the Land, including without limitation damage to or loss of pasture, crops, livestock, roadways, tracks, fences or other improvements which are not restored or made good to the Owner's satisfaction; and
- 5.1.4 The Permit Holder shall pay to the Owner compensation for loss of income suffered by the Owner resulting from loss of use of any part of the Land as a direct or indirect consequence of Mining activities on the Land.

## **6 INDEMNITY AND EXCLUSION OF LIABILITY**

- 6.1 The Permit Holder shall indemnify and keep indemnified the Owner against all claims by any person in respect of any injury, loss or damage (including fire damage and contamination) caused or suffered as a result of or arising out of any act or omission of the Permit Holder on the Land or otherwise caused as a result of the Permit Holder's Mining on the Land to the extent that the Owner or the Occupier has not caused or contributed to that event.

- 6.2 The Permit Holder shall indemnify and keep indemnified the Owner against any injury loss or damage (including fire damage and contamination) suffered by the Owner as a result of or arising out of any act or omission of the Permit Holder on the Land or otherwise caused as a result of the Permit Holder's Mining on the Land to the extent that the Owner or the Occupier has not caused or contributed to that event.
- 6.3 Under no circumstances will the Owner be liable in contract, tort, or otherwise to the Permit Holder for any expense, costs, loss, injury or damage whether consequential or otherwise, arising directly or indirectly from this Access Arrangement or any activity undertaken by the Permit Holder on the Land, whether the expense, cost, loss, injury or damage is the direct or indirect result of negligence or otherwise provided that this exclusion does not apply to any breach of this Access Arrangement by the Owner.
- 6.4 This clause 6 shall survive the expiry or earlier termination of this Access Arrangement.

## 7 **INSURANCE**

- 7.1 The Permit holder shall, prior to entering on the Land, effect and maintain during the term of this Access Arrangement public liability insurance for an amount not less than \$1,000,000. This insurance shall without limitation cover any costs arising out of any necessary actions to put out or contain any fire caused by the Mining whether negligently or otherwise and which may extend beyond the Land to the adjoining land whether held by the Owner or otherwise. The Owner may from time to time require the cover of the public liability insurance to be increased to such an amount as the Owner reasonably thinks fit after consultation with the Permit Holder.

## 8 **WORK PROGRAMME**

- 8.1 The Permit Holder must consult with the Owner prior to modifying the Work Programme, whether in accordance with this Access Agreement or otherwise PROVIDED THAT the Permit Holder shall not modify the Work Programme to include any work or site not already included in the Work Programme.

## 9 **USE**

- 9.1 The Permit Holder shall have non-exclusive access over the Land via all existing roads and tracks PROVIDED THAT the Permit Holder shall obtain keys for all gates through which access is required from the relevant Occupier or, if there is no Occupier, the Owner, and that all gates shall be left as found at all times.
- 9.2 (a) The Permit Holder may construct and have access over a new access road or track on the Land within 50 metres either side of the dashed line marked "*Proposed Haul Road Route*" on the plan annexed to this Access Agreement.

The access will be constructed using good quality materials and in accordance with best industry practice. The Occupier may retain the use of the access and the Permit Holder is not required to remove the access on the expiry or earlier termination of this Access Agreement.

- (b) The Permit Holder shall not construct any other new access roads or tracks on the Land without first obtaining the Owner's written consent, which consent may be given subject to conditions including, without limitation, conditions as to the siting of, maintenance of, and payment for any new access roads or tracks. With the written consent of the Owner, the Occupier may retain the use of any new access roads or tracks constructed in accordance with this clause.

9.3 Unless the Occupier or, if there is no Occupier, the Owner agrees otherwise in writing, no Mining shall take place:

9.3.1 on any part of the Land being used for lambing, calving, or fawning;

9.3.2 In any hay paddock or land under crop; and

9.3.3 outside the hours of 7.00am to 7.00pm.

9.4 The Permit Holder shall, unless otherwise agreed in writing by the Owner:

9.4.1 give the Owner not less than seven days' written notice prior to entering the Land at the commencement of each stage of Mining, which notice shall advise the Owner of the specific activities from the Work Programme to be carried out during that stage;

9.4.2 update the Owner on Mining activities regularly, and in any case not less than once every 3 months; and

9.4.3 give the Owner not less than seven days' written notice of:

9.4.3.1 its intention to bring earth moving machinery, drilling rigs or other plant and machinery on to the Land;

9.4.3.2 the expected locations in which the earth moving machinery, drilling rigs, or other plant and machinery will be operated and shall consult with the Owner as to the siting of any proposed drill holes/well sites; and

9.4.3.3 the specific activities from the Work Programme to be carried out with the earth moving machinery, drilling rigs or other plant and machinery.



- 9.5 The Permit Holder shall not use the Land for any purpose other than those authorised by this Access Arrangement and shall not erect or install any structure or operate any machinery on the Land other than that authorised by this Access Arrangement.
- 9.6 Immediately following completion of the Mining (subject to ground and weather conditions) the Permit Holder shall remove all of its structures, plant, equipment and other materials from the Land in an orderly and reasonable manner and shall Restore any disturbed land within the Borrow Site to the Owner's reasonable satisfaction and leave it in a safe and secure condition including, without limitation, by sealing all drill holes/wells PROVIDED THAT the Permit Holder will leave in place any access roads or tracks:
- (a) constructed in accordance with clause 9.2(a); or
  - (b) constructed in accordance with clause 9.2(b) and that the Occupier (with the Owner's consent in writing) or the Owner has advised it wishes to retain the use of.

## 10 FIRE PRECAUTIONS

### 10.1 The Permit Holder shall:

- 10.1.1 take full and proper precautions to ensure no fire hazard arises from the Mining including, without limitation, not using any vehicle or machinery unless it is provided with a safe and sufficient means of preventing the escape of sparks or flames;
- 10.1.2 ensure that no fires are lit on the Land and that no firearms or dogs are brought on to the Land, by the Permit Holder;
- 10.1.3 not store or permit to be stored fuel or other combustible materials on the Land without the written permission of the Occupier or, if there is no Occupier, of the Owner; and
- 10.1.4 comply with the Occupier's or, if there is no Occupier, the Owner's requirements for fire safety equipment and for fire fighting equipment to be kept on the Land.

## 11 PROTECTION OF THE ENVIRONMENT AND PUBLIC ACCESS

- 11.1 The Permit Holder shall ensure that in respect of all Mining and all activities of every person under the control of the Permit Holder and Entering the Land under this Access Arrangement that:

- 11.1.1 water drained from any disturbed land within the Borrow Site is via open drains or buried piping after consultation with the Occupier or, if there is no Occupier, the Owner and that all local authority requirements in respect of such drainage have been complied with;
- 11.1.2 any disturbance of or damage to wildlife (including stock) or, plants (including crops and pastures), stock, soil, improvements, or land is minimised and that any such disturbance or damage is restored in accordance with this Access Arrangement to the Owner's reasonable satisfaction as soon as practicable (subject to ground and weather conditions) at the Permit Holder's cost PROVIDED THAT the Permit Holder shall ensure the Mining does not in any way adversely affect the existing water supply on the Land;
- 11.1.3 to the extent reasonable and practical, all land affected by Mining is kept stable and free from erosion and in a state that blends into the surrounding landscape;
- 11.1.4 no debris, rubbish or other dangerous or unsightly matter is deposited in or on the Land and there is no pollution of any water body, except as permitted in accordance with the Mining Permit and/or a Current Resource Consent;
- 11.1.5 there is no damage or modification to any Historic Place, Wahi Tapu or Archaeological Site (as those terms are defined in the Historic Places Act 1993) on the Land without the prior consent in writing of the New Zealand Historic Places Trust (Pouhere Taonga). Any such consent must be presented to the Owner upon request;
- 11.1.6 any Antiquity or Grave or Artefact (as those terms are defined in the Antiquities Act 1975) found in the area is left in situ and the Owner and the Secretary of Internal Affairs and any other relevant authority under any other Act notified as soon as reasonably practicable;
- 11.1.7 where the Land is in the Takiwa of Te Runanga o Ngai Tahu, any pounamu (greenstone) in its natural state found in the area is left in situ and the Owner and Te Runanga o Ngai Tahu are notified as soon as reasonably practicable;
- 11.1.8 the Permit Holder shall at its own cost minimise any interference by its activities with public access to the Land and to any adjacent Crown land and, in addition to clause 18, shall protect the safety of persons present on the Borrow Site during Mining and between work periods and shall erect adequate protective fencing and/or signposts warning the public of any dangers that may be encountered as a result of the Mining; and

11.1.9 all Mining is carried out at all times strictly in accordance with this Access Arrangement, the Mining Permit, the conditions of any Resource Consents, relevant Legislation, and best industry practice.

11.2 The Permit Holder is responsible for controlling all weeds along the access constructed under clause 9.2(a) and on any disturbed land within the Borrow Site for the duration of this Access Arrangement and ensuring compliance with the Biosecurity Act 1993.

11.3 The Permit Holder will comply with the Environment Management Plan dated December 2004, a copy of which is attached to this Access Agreement as the Fifth Schedule, as updated or amended from time to time.

## 12 **SUPPLY OF INFORMATION**

12.1 The Permit Holder shall lodge copies of the renewal of or substitution for any insurance policies required by this Access Agreement including receipts for payment of premiums with the Owner within one month of receiving them.

12.2 The Permit Holder shall provide to the Owner all information reasonably required from time to time by the Owner in respect of the Right of Access to the Land and any buildings or equipment thereon including any details concerning the Mining and details concerning the numbers of people employed by the Permit Holder or permitted or suffered by the Permit Holder to come onto the Land.

12.3 The Permit Holder shall lodge with the Owner any variations or extensions to the Mining Permit within one month of the date of the variation or extension PROVIDED THAT the terms of this Access Arrangement shall only be varied in accordance with clause 24 hereof.

12.4 On completion of the Mining the Permit Holder shall provide the Owner with a copy of the results of all drilling and other testing carried out on the Land provided that the Permit Holder shall not be required to provide any analysis of such data or other material which, in the Permit Holder's reasonable opinion, is commercially sensitive material.

## 13 **MONITORING**

13.1 The Permit Holder shall allow the Owner to visit and inspect any sites on the Land at any time to monitor compliance with the conditions of this Access Arrangement.

13.2 The Permit Holder shall comply at all times with the Act and with all other Legislation including, without limitation, by ensuring that any necessary Resource Consents remain Current for the duration of the Permit Holder's Mining activities.

**14 PERMIT HOLDER CERTIFICATION**

14.1 The Permit Holder shall on or before signing of this Access Arrangement by the Owner and thereafter on or before each anniversary of the date of this Access Arrangement supply certification to the Owner in the form attached as Schedule Four that:

14.1.1 the Permit Holder has been granted all necessary Resource Consents for the Mining and that those Resource Consents are Current or, as appropriate, that no Resource Consents are required;

14.1.2 the Permit Holder maintains Current public liability insurance as required by this Access Arrangement;

14.1.3 the Minister of Energy has approved the current Work Programme or, if appropriate, that the Minister of Energy's approval is not required;

14.1.4 the Permit Holder has otherwise at all times from the date of this Access Arrangement materially complied with its obligations under the Access Arrangement;

14.1.5 where physical access to the Land is required other than over legal road or marginal strip, the prior consent of the Owner and Occupier of that land has been acquired; and

14.1.6 where physical access to the Land is required over marginal strip pursuant to section 24 Conservation Act 1987 the prior consent of the Minister of Conservation has been acquired.

14.2 The parties agree that failure by the Permit Holder to provide the above certification on the dates specified shall constitute a material breach of this Access Arrangement.

**15 TRANSFER OF OWNERSHIP**

15.1 The Owner reserves the right to dispose of or transfer ownership of the Land or any part of it to a third party during the term of this Access Arrangement. The Owner acknowledges the effect of sections 56 and 83 of the Act (that this Access Arrangement runs with the Land upon registration or notation).

**16 BANKRUPTCY OR INSOLVENCY**

16.1 If:

16.1.1 the Permit Holder becomes insolvent or unable to pay its debts including contingent debts in the ordinary course of business;

- 16.1.2 an order is made or a resolution passed for the winding up of the Permit Holder;
- 16.1.3 a creditor, debenture holder and/or holder of a Security Interest (as defined in the Personal Property Securities Act 1999), of the Permit Holder takes possession or a receiver or statutory liquidator is appointed in respect of, the whole or any part of the assets or undertakings of the Permit Holder; or
- 16.1.4 a creditor of the Permit Holder and/or the holder of a Security Interest (as defined in the Personal Property Securities Act 1999) takes steps to enforce their rights in respect of the agreement giving rise to the creditor's Security Interest,

the Owner may either;

- 16.1.5 terminate this Access Arrangement with immediate effect by written notice to the Permit Holder; or
  - 16.1.6 give any assignee, receiver, liquidator or other person the option of carrying out the Access Arrangement subject to the provision of a guarantee for the due and faithful performance of the Access Arrangement up to an amount to be agreed and of a covenant by the assignee, receiver, liquidator, or other person to accept, observe, and perform all of the terms and conditions of this Access Arrangement.
- 16.2 The Permit Holder must, on having knowledge of any event happening under clauses 16.1.1 to 16.1.4 immediately advise the Owner of such event.

## 17 **TERMINATION**

- 17.1 The Owner may terminate this Access Arrangement with Immediate effect by giving notice in writing to the Permit Holder if:
- 17.1.1 any Resource Consent required to carry out any of the Permit Holder's operations on the Land is revoked;
  - 17.1.2 the Permit Holder commits or allows to be committed any material breach of the terms of this Access Agreement and the breach is not capable of remedy;
  - 17.1.3 the Permit Holder commits or allows to be committed any material breach of the terms of this Access Arrangement and the breach is capable of remedy, and the Permit Holder has not remedied the breach within 10 Working Days of notice in writing from the Owner requiring the breach to be remedied; or

- 17.1.4 the Permit Holder ceases business or materially changes the nature of its business operations.
- 17.2 The Permit Holder may terminate this Access Arrangement by giving not less than one month's notice in writing to the Owner.
- 17.3 Termination under clauses 16, 17 and 18 of this Access Arrangement is without prejudice to the rights and obligations of either party arising prior to the date of termination and does not relieve a party from any obligations that must be carried out after termination.
- 17.4 Upon termination or expiry of this Access Arrangement:
  - 17.4.1 The Permit Holder shall Restore the Borrow Site to the Owner's reasonable satisfaction;
  - 17.4.2 The Owner shall not be liable to pay any compensation whatsoever for any buildings, structures, or Improvements on the Land effected by the Permit Holder and the Permit Holder may remove, and if requested by the Owner shall remove, all such buildings, structures, and improvements and shall repair and make good at the Permit Holder's own expense all damage done by such removal to the Owner's reasonable satisfaction (provided that the Permit Holder is not required to remove the access constructed under clause 9.2(a); and
  - 17.4.3 If the Permit Holder fails to remove any buildings, structures, or improvements in accordance with clause 17.4.2 within a reasonable period of the Owner's request the Owner may, in its sole discretion, undertake the same and recover the costs from the Permit Holder.

## 18 **HEALTH AND SAFETY**

- 18.1 For the purposes of this clause 18:
  - 18.1.1 a person involved in carrying out Mining includes:
    - 18.1.1.1 any employee of the Permit Holder carrying out any part of the Mining;
    - 18.1.1.2 any contractor, sub-contractor and/or agent of the Permit Holder, and any employee of any contractor, sub-contractor or agent, carrying out any part of the Mining;
    - 18.1.1.3 any Land Information New Zealand ("LINZ") employee inspecting any site on the Land under clause 13; and

- 18.1.1.4 any person carrying out only a part of the Mining or any service on the Land related to the Mining;
    - 18.1.2 unless otherwise defined in this Access Arrangement, all defined terms in this clause 18 (identified by title case) shall have the meanings given to them in the Health and Safety in Employment Act 1992; and
    - 18.1.3 in taking all Practicable Steps the Permit Holder acknowledges that it may be necessary for it to physically visit and inspect the Land.
  - 18.2 The Permit Holder shall comply with, and shall ensure that all its contractors and sub-contractors comply with, the Health and Safety in Employment Act 1992. For the avoidance of doubt, the Permit Holder's obligations under this clause 18 shall not limit its other obligations under this Access Arrangement and otherwise at law.
  - 18.3 The Permit Holder shall, before undertaking any part of the Mining, and for the term of this Access Arrangement, take all Practicable Steps to:
    - 18.3.1 ensure the safety of all persons involved in carrying out the Mining, while they are carrying out the Mining;
    - 18.3.2 provide and maintain a Safe working environment for all persons involved in carrying out the Mining while they are involved in carrying out the Mining;
    - 18.3.3 provide and maintain Facilities (including, without limitation, those required by all Regulations made under the Health and Safety in Employment Act 1992) for the safety and health of all persons involved in carrying out the Mining while they are involved in carrying out the Mining;
    - 18.3.4 ensure that any Plant used by any person involved in carrying out the Mining is Safe for that person to use;
    - 18.3.5 ensure that all persons involved in carrying out the Mining are not exposed to any Hazards arising out of the arrangement, disposal, manipulation, organisation, processing, storage, transport, working or use of any thing; and
    - 18.3.6 develop a Health and Safety Management Plan to be complied with at all times in order to ensure the health and safety of any employee, contractor, sub-contractor, agent or any other person in the vicinity of the working environment (such plan to include procedures for dealing with any emergencies that may arise while a person is involved in carrying out the Mining).
  - 18.4 The Permit Holder shall, before undertaking any part of the Mining, and for the term of this Access Arrangement, ensure that it has effective methods for:

- 18.4.1 systematically identifying all existing Hazards to any person involved in carrying out the Mining;
  - 18.4.2 systematically identifying (if possible before, and otherwise as they arise) new Hazards to any person involved in carrying out the Mining; and
  - 18.4.3 regularly assessing each identified Hazard and determining whether or not that Hazard is a Significant Hazard.
- 18.5 Where a Significant Hazard has been identified before undertaking any part of the Mining, or at any other time during the term of this Access Arrangement, the Permit Holder shall:
- 18.5.1 immediately notify the Owner of the Hazard; and
  - 18.5.2 take all Practicable Steps to either:
    - 18.5.2.1 eliminate the Hazard, including (without limitation) taking all action required by the Owner; or (at the Owner's sole and absolute discretion)
    - 18.5.2.2 assist the Owner in ensuring that the Hazard is eliminated.
- 18.6 Where a Significant Hazard cannot be eliminated the Permit Holder shall take all Practicable Steps to either:
- 18.6.1 Isolate the Hazard from those persons involved in carrying out the Mining, including (without limitation) taking all action required by the Owner; or (at the Owner's sole and absolute discretion)
  - 18.6.2 assist the Owner in ensuring that the Hazard is isolated from those persons involved in carrying out the Mining.
- 18.7 Where a Significant Hazard cannot be eliminated or isolated the Permit Holder shall take all Practicable Steps to:
- 18.7.1 minimise the likelihood of the Hazard causing Harm;
  - 18.7.2 provide, make assessable and ensure the use of suitable clothing and equipment to provide protection from possible Harm;
  - 18.7.3 monitor any person's exposure to the Hazard;
  - 18.7.4 take all Practicable Steps to obtain the consent of persons exposed (or who may be exposed) to the Hazard to monitor their health in respect of the Hazard; and



- 18.7.5 where a person's consent has been obtained, monitor the health of that person in respect of their exposure to the Hazard.
- 18.8 The Permit Holder shall ensure that all persons involved in carrying out the Mining have been given, and are provided with ready access to, information about:
  - 18.8.1 the Permit Holder's Health and Safety Management Plan as it relates to the carrying out of the Mining;
  - 18.8.2 what to do in an emergency;
  - 18.8.3 all identified Hazards to which that person is, or may be, exposed to and the steps to be taken to minimise the likelihood that the Hazard will be a cause or source of Harm to that person;
  - 18.8.4 all identified Hazards that person will or may create while undertaking the Mining and the steps to be taken to minimise the likelihood that the Hazard will be a cause of Harm to other people; and
  - 18.8.5 where all necessary safety clothing, devices, equipment and materials are kept.
- 18.9 The Permit Holder shall take all Practicable Steps to ensure that every person involved in carrying out the Mining:
  - 18.9.1 either has, or is supervised by a person who has, sufficient knowledge and experience of the health and safety requirements relating to the Mining and the place in which that person will undertake the Mining; and
  - 18.9.2 is adequately trained in the safe use of all Plant, protective clothing and equipment to be used in carrying out the Mining.
- 18.10 The Permit Holder shall take all Practicable Steps to ensure that no person involved in carrying out the Mining harms any other person.
- 18.11 Where the Permit Holder controls a place of work in carrying out the Mining it shall take all Practicable Steps to ensure that no Hazard that exists or arises harms people within the vicinity of that place of work.
- 18.12 The Permit Holder shall maintain (in the form prescribed by the Health and Safety in Employment Act 1992) a register of Accidents and Serious Harm recording the details required by the Health and Safety in Employment Act 1992.
- 18.13 The Permit Holder shall immediately notify the Owner of all material Accidents and take any action required by the Owner to ensure both the Permit Holder's and the

Owner's obligations under the Health and Safety in Employment Act 1992 are met in full.

18.14 The Permit Holder shall take all Practicable Steps to investigate all Accidents and/or any Harm caused to any person involved in carrying out the Mining to determine whether the Accident or Harm was caused by or arose from a Significant Hazard (in which case, for the avoidance of doubt clause 18.4 shall apply).

18.15 The Permit Holder confirms and warrants that it has:

18.15.1 undertaken an assessment of all Hazards for the purposes of creating, or implementing its Health and Safety Management Plan; and

18.15.2 implemented a Health and Safety Management Plan (as it relates to the carrying out of the Mining); and

18.15.3 created a list of all identified Hazards in respect of the carrying out of the Mining; and

18.15.4 undertaken all specific or necessary health and safety training for the carrying out of the Mining.

18.16 As part of its annual certification under clause 14 of the Access Agreement the Permit Holder shall provide the Owner with:

18.16.1 written confirmation of its monitoring and adequacy of its then current Health and Safety Management Plan (as it relates to the carrying out of the Mining);

18.16.2a list of all identified Hazards in respect of the carrying out of the Mining;

18.16.3a report on:

18.16.3.1 all Accidents and Harm resulting from the carrying out of the Mining;

18.16.3.2 the Permit Holder's investigations into all Accidents and Harm and the action taken as a result of those investigations;

18.16.3.3 any action required by the Owner to be taken by the Permit Holder in respect of any health and safety matters and the action actually taken by the Permit Holder in that regard;

18.16.3.4 the health and safety training in respect of the carrying out of the Mining;

18.16.3.5 confirmation that all necessary health and safety certifications, consents, approvals and permits are up to date; and

18.16.3.6 confirmation that the Health and Safety in Employment Act 1992 has been complied with in all respects or, if such confirmation cannot be given, detailed advice as to why compliance was not possible and the steps taken to ensure future compliance.

18.17 If the Owner (in its sole and absolute discretion), considers that:

18.17.3any part of the Permit Holder's confirmation with respect to its Health and Safety obligations (as reported under this clause 18) is inadequate; or

18.17.3any report to be provided under this clause 18 is inadequate; or

18.17.3any potential or existing Hazard has been identified,

it may by notice in writing require the Permit Holder to take any reasonable action the Owner considers necessary within reasonable timeframes (including, without limitation, any action under clause 18.4).

18.18 The Permit Holder agrees to undertake all reasonable action required by the Owner under clause 18.17 within any reasonable timeframes stipulated by the Owner. If the Permit Holder is unable or unwilling to materially comply with any of the Owner's requirements, without reasonable excuse, the Owner shall be entitled to immediately terminate this Access Arrangement by notice in writing to the Permit Holder.

18.19 The Permit Holder shall prepare and maintain a current Health and Safety Management Plan in respect of the Mining for the term of this Access Arrangement.

18.20 The Permit Holder shall continually review its Health and Safety plan in order to make any necessary amendments as a result of the identification, isolation, or monitoring of any Hazards or Harm.

18.21 The Permit Holder shall ensure that all contractors, subcontractors and/or agents engaged in carrying out the Mining have acceptable Health and Safety Management Plans and practices in place prior to carrying out any Mining.

18.22 For the avoidance of doubt, the Permit Holder's obligation under this clause 18 shall not limit any of its other obligations under this Access Arrangement.

## 19 SERVICE OF NOTICES

19.1 Any notice required to be addressed by either party shall be sent by ordinary post or by facsimile during normal business hours and shall be deemed to have been delivered, if posted, three Working Days following deposit in the mail with postage

prepaid, or if sent by facsimile, when a completed transmission report is received by the sender unless a verifiable query as to material legibility is promptly raised by the recipient.

The Owner's address for service is;

Crown Property Management  
Land Information New Zealand  
National Office  
Private Box 5501  
WELLINGTON

Attention: Murray Mackenzie

Telephone: 04 460 0110  
Facsimile: 04 460 0590

The Permit Holder's address for service is;

Meridian Energy Limited  
25 Sir William Pickering Drive  
PO Box 2454  
CHRISTCHURCH

Attention: General Counsel, and Land Manager – Commercial Development

Telephone: 03 357 9700  
Facsimile: 03 357 9701

## 20 **DISPUTES**

- 20.1 If any dispute arises between the Permit Holder and the Owner concerning the rights and obligations created by this Access Arrangement, the parties will enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within 10 Working Days of the date on which the dispute was notified, the parties will submit to arbitration of an independent arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator within a further 5 Working Days the President or his nominee for the time being of the New Zealand Law Society will appoint an independent arbitrator in the area. In the event that the President of the New Zealand Law Society fails or refuses to appoint an arbitrator, either party may request the High Court to make an appointment. The appointment decision of the High Court may not be appealed. The arbitration proceedings will be conducted in accordance with the Arbitration Act 1996, excluding the Second Schedule thereof, and the parties' execution of this Access Arrangement shall be deemed to be a submission to arbitration.

**21 NO PARTNERSHIP**

21.1 Nothing in this Access Arrangement creates, gives rise to, or has the effect of forming any partnership between the Permit Holder and the Owner.

**22 SEVERABILITY**

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

**23 NO WAIVER**

23.1 A waiver of any provision of this Access Arrangement shall not be effective unless given in writing, and then it shall be effective only to the extent that it is expressly stated to be given.

23.2 A failure, delay or indulgence by one party in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right shall not preclude further exercises of that power or right or the exercise of any other power or right.

**24 VARIATION**

24.1 No variation, amendment, or substitution of this Access Arrangement shall be binding on the parties unless and until both parties have signed an agreed written variation, amendment or substitute access arrangement.

**25 REGISTRATION**

25.1 Where the term of this Access Arrangement is of more than 6 months duration the Permit Holder shall lodge notice of the Access Arrangement in the prescribed form together with the prescribed fee with the District Land Registrar in accordance with s83 of the Act.

25.2 The Owner shall do such acts and sign such documents and otherwise assist the Permit Holder (at the Permit Holder's expense) in terms of lodging such notice.

**26 FORCE MAJEURE**

26.1 Neither party shall be liable for any failure by it to perform its obligations (including the obligation to pay money) if the failure results from an act of God, pandemic, fire, explosion, act of terrorism or terror or act of government (such as change of legislation, regulation, or order made under legislative authority or change of government policy, government appropriations).

**IN WITNESS WHEREOF** this Access Arrangement has been duly executed on the date first written above.

SIGNED for and on behalf of HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND acting by and through the Minister for Land Information by Alan Ashwood pursuant to delegated authority in the presence of:

)  
)  
)   
)  
) \_\_\_\_\_

Klusz  
\_\_\_\_\_

Witness  
Name Louise Klusz  
Occupation Executive Assistant  
Address 359 Grant Road, Thorndon

SIGNED by ATTORNEYS for and on behalf of MERIDIAN ENERGY LIMITED in the presence of:

)  
) \_\_\_\_\_  
) Hamish Liddell Cuthbert  
) on 4/02/09  
) Neil Liddell  
) Renault Alexander Smiles  
) on 9/02/09

Roseanne  
\_\_\_\_\_

Witness  
Name  
Occupation  
Address

Roseanne Maree Hohepa  
Land & Property Advisor  
Christchurch

**FIRST SCHEDULE**

**(Description of the Land)**

Braemar pastoral lease (CIR CB7B/480) described as:

15,216.1801 hectares being Run 331 being comprised in Computer Interest Register  
CB7B/480.

**SECOND SCHEDULE**

**(Copy of Mining Permit)**



**MINING PERMIT 41 868  
CROWN MINERALS ACT 1991**

**PERMIT HOLDER:** Meridian Energy Limited  
15 Allen Street  
WELLINGTON

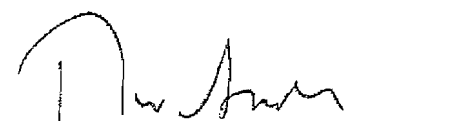
**NOW THEREFORE:** I, ROBERT SMILLIE, Manager Exploration and Mining Services Unit, Crown Minerals acting under delegated authority of 2 February 2004, do

**HEREBY GRANT** to the Permit Holder a mining permit for the duration of 10 years commencing on the date hereof

**WHICH HEREBY** gives the exclusive rights to mine for greywacke and sandstone as defined in the Minerals Programme 1996, in the land described in the First Schedule and delineated on the plan attached hereto

**UPON THE CONDITIONS** specified in the Second Schedule hereto and subject to the Crown Minerals Act 1991 and any regulations made thereunder.

**DATED AT** Wellington this 7<sup>th</sup> day of March 2005



**SIGNED BY** Robert Smillie  
Manager Exploration and Mining Services Unit, Crown Minerals

# FIRST SCHEDULE

## Mining Permit 41 868

AREA : 123.8447 hectares

LAND DISTRICT : Canterbury

LOCAL AUTHORITY : Mackenzie District

LEGAL DESCRIPTION OF PERMIT AREA : Part of Run 331

### INSTRUMENT OF TITLE REFERENCES

<u>Legal Description</u>	<u>Instrument of Title</u>	<u>Ownership of Non-Statute minerals under report</u>
Run 331 [part included]	CIR CB7B/480	Crown

NO.	DESCRIPTION	DATE
1	CONVEYANCE	24 JAN 2005
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

RUN 331  
(S.O.11234)  
LESSEE: BRAEMAR  
STATION LTD  
C.B.7B/480

LAND MINING PERMIT 41868 - BRAEMAR  
FOR MERIDIAN ENERGY LTD

PERMIT AREA  
123.8447 Ha

Sec 1  
S.O.302614  
DEFENCE AREA  
Being Pt Run 334  
SO 13953

Pt R.S.33297  
(S.O.3002 S.O.14768)  
C.B.632/55  
BRAEMAR STATION LTD.

R.S.33335  
(S.O.3002)  
C.B.632/45  
(Closed Road)

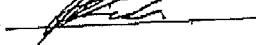
Job name : LAND MINING PERMIT 41868 - BRAEMAR  
Description : FOR MERIDIAN ENERGY LTD  
Reference : 220544  
Field Surveyor : C.WALKER - ELIOT SINCLAIR AND PARTNERS LTD  
Computer operator : REP

CD-ORIGINATES: TARIK CIRCUIT GEODETIC 1649  
HEIGHTS: LYTELTON

Point	Northing	Easting	Height	Code
CONTRD. MARKS	6.0302614			
41	74374.820	235412.720	834.030	TRIG INT COX
414	748610.030	235258.390	882.700	TRIG D
420	745274.370	232101.410	651.450	300 HI

NO.	NORTHING	EASTING	HEIGHT	CODE
600	74544.004	232166.310	849.181	PEG 600
601	74812.103	234941.050	827.884	PEG 601
602	74810.146	234827.015	790.841	PEG 602
603	74754.701	233278.053	820.311	PEG 603
604	74856.471	233728.095	874.219	PEG 604
605	749376.858	235141.577	858.205	IT 605 O.I. UP
606	749376.858	235141.577	858.205	IT 607 O.I. UP
607	749376.858	235141.577	858.205	IT 609 O.I. UP
608	749376.858	235141.577	858.205	IT 611 O.I. UP
609	749376.858	235141.577	858.205	IT 613 O.I. UP
610	749376.858	235141.577	858.205	IT 615 O.I. UP
611	749376.858	235141.577	858.205	IT 617 O.I. UP
612	749376.858	235141.577	858.205	IT 619 O.I. UP
613	749376.858	235141.577	858.205	IT 621 O.I. UP
614	749376.858	235141.577	858.205	IT 623 O.I. UP
615	749376.858	235141.577	858.205	IT 625 O.I. UP
616	749376.858	235141.577	858.205	IT 627 O.I. UP
617	749376.858	235141.577	858.205	IT 629 O.I. UP
618	749376.858	235141.577	858.205	IT 631 O.I. UP
619	749376.858	235141.577	858.205	IT 633 O.I. UP
620	749376.858	235141.577	858.205	IT 635 O.I. UP
621	749376.858	235141.577	858.205	IT 637 O.I. UP
622	749376.858	235141.577	858.205	IT 639 O.I. UP
623	749376.858	235141.577	858.205	IT 641 O.I. UP
624	749376.858	235141.577	858.205	IT 643 O.I. UP
625	749376.858	235141.577	858.205	IT 645 O.I. UP
626	749376.858	235141.577	858.205	IT 647 O.I. UP
627	749376.858	235141.577	858.205	IT 649 O.I. UP
628	749376.858	235141.577	858.205	IT 651 O.I. UP
629	749376.858	235141.577	858.205	IT 653 O.I. UP
630	749376.858	235141.577	858.205	IT 655 O.I. UP

I certify that this plan is a true representation  
and satisfies the survey requirements of the  
Crown Minerals Act 1991 for the area to be  
held under Mining Permit Number 41 868

Signed:   
Date: 21/12/2005

MINING LICENCE APPLICATION  
41- 868  
Applicant: - Meridian Energy Limited  
Run 331  
Comprised in part CB 7B/480  
Mackenzie District  
Canterbury Land District

**Eliot Sinclair & Partners Limited**  
Geomatics Surveyors • Cadastral Engineers  
Thames Valley University, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025

Drawing No. 239844  
320  
Sht 1 of 1

## **SECOND SCHEDULE CONDITIONS OF MINING PERMIT 41 868**

(Terms used in this Schedule shall have the same meaning as in the Minerals Programme for Minerals other than coal and petroleum (1 October 1996) unless the context indicates otherwise.)

### **WORK PROGRAMME**

1. The permit holder shall make all reasonable efforts to undertake the activities authorised by the permit in general accordance with the following work programme:
  - (a) stripping of vegetation and topsoil and stockpiling, backfilling or other disposal as appropriate using earthmoving machinery as necessary;
  - (b) unless otherwise approved in writing by the Chief Executive of the Ministry of Economic Development (the Chief Executive) quarrying of gravel by opencut methods as required using earthmoving machinery as necessary; and
  - (c) rehabilitation as appropriate.

### **GOOD EXPLORATION OR MINING PRACTICE**

2. The permit holder shall undertake all quarrying operations in accordance with good exploration or mining practice.

### **ANNUAL WORK REPORT TO BE SUBMITTED**

3. The permit holder shall report in accordance with prescribed regulations. Specifically the permit holder is required to submit to the Chief Executive, within 60 days of the anniversary of the date of grant of this permit in each year, a brief report which details quarrying activities under the permit during the preceding year.

### **TECHNICAL REPORTS**

4. The permit holder shall report in accordance with prescribed regulations.

### **MARKING OUT**

5. If required by the Chief Executive the permit holder shall clearly mark the boundaries of the permit or areas defined in the approved work statement of this permit by pegs, coloured tape or other approved means.

## ROYALTIES

6. (a) Subject to condition 6(b) the permit holder is required to calculate and is liable to pay royalties to the Crown for any period for which a royalty return must be provided, in respect of all gravel taken from the land comprised in the permit that is:
- i sold; or
  - ii gifted or exchanged or bartered or removed from the permit area without sale; or
  - iii used in the production process (as a substitute for otherwise having to purchase gravel for this purpose); or
  - iv unsold on the surrender, expiry or revocation of the permit, that is, inventory or unsold stocks of any gravel. (This does not include where gravel has been extracted but returned to the land and thus its ownership is retained by the Crown).
- (b) The permit holder is not liable to pay a royalty when:
- i The net sales revenues from the permit are less than \$100,000 for a reporting period, except where the permit is part of a production unit; or
  - ii The net sales revenues from the permit average less than \$8,333 per month if the reporting period is less than 12 months, except where the permit is part of a production unit; or
  - iii The permit is part of a production unit and the combined net sales revenues of all permits and licences in the production unit are less than \$100,000 for a reporting period; or average less than \$8,333 per month, if the reporting period is less than 12 months.

### Rate of Royalty

- (c) Subject to condition 6(b), condition 6(d) and condition 6(e), the royalty payable in each reporting period, and that must be calculated, is the higher of either a one percent (1%) ad valorem royalty on net sales revenues or a five percent (5%) accounting profits royalty on accounting profits.
- (d) Subject to condition 6(b) and condition 6(e), where net sales revenues for the permit or the production unit are \$1,000,000 (one million dollars) or less for a reporting period, the permit holder is required to calculate, and is liable to pay the 1% ad valorem royalty only, and does not have to calculate and is not liable to pay the accounting profits royalty.
- (e) Where net sales revenues for the permit or the production unit exceed \$1,000,000 (one million dollars) for a reporting period, and in the preceding reporting periods net sales revenues were \$1,000,000 or less and greater than \$100,000, the permit holder is required to calculate the provisional accounting profits royalty for that reporting period and previous reporting periods (excluding any period for which a royalty was not payable in accordance with condition 6(b), starting from either the commencement of the permit or the previous time the accounting profits royalty was calculated.

- (f) Where the permit holder is required to calculate the accounting profits royalty, then until all restoration costs are determined in respect of the permit, the permit holder is liable to pay the higher of a 1% ad valorem royalty on net sales revenues or a 5% provisional accounting profits royalty on provisional accounting profits. In the royalty return for the final reporting period, the permit holder is required to take into account all unclaimed restoration costs, and any proceeds or gains from hire, rent, lease or disposal of land or fixed assets which have not previously been deducted, and then to calculate any liability to pay the accounting profits royalty in all reporting periods where net sales revenues for the permit or the production unit exceeded \$1,000,000 (or averaged \$83,333 per month if the reporting period was less than 12 months).
- (g) The net sales revenues, ad valorem royalty, the provisional accounting profits royalty and the accounting profits royalty must be calculated in accordance with the provisions of paragraphs 15.9 to 15.47 of the Minerals Programme for Minerals other than coal and petroleum (1 October 1996).

#### **Point of Valuation**

- (h) For the purpose of calculating net sales revenues, the point of valuation for the gravel recovered under this permit is at the place where the gravel is first transported across the permit boundary.

#### **Reporting Period**

- (i) The annual reporting period for this permit is 1 July to 30 June in the following year.

#### **Royalty Return**

- (j) The permit holder is required to provide to the Chief Executive a royalty return for every reporting period within the duration of the permit regardless of whether or not a royalty is payable in accordance with conditions 6(a) or 6(b). The royalty return is required to be provided within five months of the end of the reporting period. The royalty return must be in the form prescribed, from time to time, in relevant regulations. If no relevant regulations have been made the royalty return must be in a form that sets out information as presented in paragraphs 15.54 to 15.57 of the Minerals Programme for Minerals other than coal and petroleum (1 October 1996).
- (k) The declaration in the royalty return filed for the permit must be signed by the permit holder.
- (l) If the net sales revenues are \$1,000,000 or less for a reporting period (or average \$83,333 or less per month, if the reporting period is less than 12 months) and the permit holder employs or engages the services of an accountant (in public practice) the accountant must also sign the declaration in the royalty return filed for the permit.
- (m) If the net sales revenues are over \$1,000,000 in a reporting period (or average more than \$83,333 per month if the reporting period is less than 12 months), the royalty return filed for the permit must also be accompanied by a written statement signed by either an accountant or an auditor. If the permit holder engages the services of an auditor to review financial statements or financial information as part of meeting the statutory requirements of the Companies Act 1993 or the Financial

Reporting Act 1993, then the auditor must sign the written statement. The statement must be in the form prescribed in the relevant regulations. The statement is required to be paid for by the permit holder.

### Royalty Payments

- (n) Subject to condition 6(o), where net sales revenues for any half year (six months) in a reporting period average \$8,333 or more per month, the permit holder is liable to make an interim royalty payment of 1% of the net sales revenues for that six month period. The interim royalty payment must be received by the Chief Executive within 30 calendar days after the end of that six month period.
- (o) Where a reporting period is less than 12 months, the permit holder is liable to make one interim royalty payment to the Chief Executive of 1% of the net sales revenues for the reporting period, where net sales revenues for the reporting period average \$8,333 or more per month. The interim royalty payment must be received by the Chief Executive within 30 calendar days of the end of the reporting period.
- (p) The permit holder must pay to the Chief Executive any royalty that he or she is liable to pay within five months of the end of each reporting period. If the permit holder has made any interim payments of royalty and upon completion of the royalty return, the amount of royalty that he or she is liable to pay exceeds the total amount of interim payments made, the permit holder is required to pay the difference.

### Keeping of Records

- (q) The permit holder must, for the purposes of supporting the royalty return, keep for seven years or until the acceptance of the final royalty return for which the permit holder is responsible, whichever occurs first, proper books of account and records, which may include the books and records listed in paragraph 15.62 of the Minerals Programme for Minerals other than coal and petroleum (1 October 1996) maintained in accordance with accepted business practice and which explain or provide details of any aspect of the matters listed in paragraph 15.61 of the Minerals Programme for Minerals other than coal and petroleum (1 October 1996).
- (r) The permit holder must supply additional information or a detailed explanation of the basis of the royalty return to the Chief Executive within 30 days of receipt of a request by the Chief Executive for such information or explanation (refer paragraph 15.57 of the Minerals Programme for Minerals other than coal and petroleum (1 October 1996)).

### Reports of Production

- (s) The permit holder is required to provide to the Chief Executive an accurate report of gravel production for the preceding six-month period within 30 calendar days following 30 June and 31 December each year. This report may be made as part of an interim royalty statement accompanying any interim royalty payment or the royalty return or by means of a separate production report. A report of production is required to be forwarded irrespective of whether there has been any production during the relevant six-month period.

**Amendment of Royalty Conditions**

- (t) Where the Minister of Energy (the Minister) considers that the amount of net sales revenues specified in condition 6(d), at which and below which the permit holder is required to calculate and is liable to pay the 1% ad valorem royalty only, should be increased, the Minister may amend that condition and conditions 6(e), 6(l) and 6(m) to increase that amount by giving the permit holder one month's notice in writing.

**Books to be Available for Inspection**

- (u) All books, accounts and other records of the permit holder in relation to the permit shall be available at all reasonable times for inspection, for the purpose of verifying the royalty returns, by the Chief Executive or any person legally authorised in writing for that purpose.

**FEES**

- 7. The permit holder shall pay any prescribed fees that apply to this permit.



**THE CROWN MINERALS ACT 1991**

MINING PERMIT No. 41 868

Manager Exploration and Mining Services  
Unit, Crown Minerals

TO

Meridian Energy Limited

Area: 123.84 hectares

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**MEMORIALS**

**THIRD SCHEDULE**

**(Work Programme Plans)**

"Work Programme" means the general work programme forming part of the Mining Permit, together with the plans showing the approximate location of the Work Programme as set out in the Mining Permit, a copy of which is attached to this Access Agreement as the Second Schedule.

**FOURTH SCHEDULE**

**(Permit Holder's Certification)**

**To:**

Manager, Crown Property Management  
Land Information New Zealand  
Private Box 5501  
WELLINGTON

**Access Agreement for Land at Braemar in respect of Mining Permit 41868**

I hereby certify on behalf of Meridian Energy Limited ("Meridian") that Meridian has at all times since the commencement date of the Access Agreement materially complied with all of its obligations under the Access Agreement.

I also certify that Meridian has been granted all necessary Resource Consents for the Mining and that copies of those Resource Consents are enclosed and that they are Current [or, if appropriate, that no Resource Consents are required].

I also certify that the enclosed certificates of currency in respect of the insurance to be maintained by Meridian are true and correct and can be relied upon by LINZ in all respects and that all sums required to maintain the insurance have been paid.

I also certify that the Minister of Energy has approved the current Work Programme [or, if appropriate, that the Minister of Energy's approval is not required].

I also certify that where physical access to the Land is required other than over legal road or marginal strip, the prior consent of the Owner and Occupier of that land has been acquired.

I also certify that where physical access to the Land is required over marginal strip pursuant to section 24 Conservation Act 1987 the prior consent of the Minister of Conservation has been acquired.

I also certify that the Health and Safety in Employment Act 1992 has been complied with in all respects and attach the information and confirmation required under clause 18.6 of the Access Arrangement.

Dated this day of 200[ ]

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

**FIFTH SCHEDULE**  
**(Environment Management Plan)**

Meridian Energy Limited

*Environmental Management Plan:*  
Braemar Rock Extraction Site

*December 2004*

## 1 Introduction

This Environmental Management Plan (EMP) sets out the environmental measures that Meridian Energy Limited (Meridian) will implement at the Braemar Rock Extraction Site, Lake Pukaki. This plan will form part of any future contract with any contactor carrying out works on behalf of Meridian at these sites.

The EMP addresses the key issues, environmental effects, and mitigation measures relating to the site - this is covered in Section 3. Monitoring and reporting requirements are outlined in Section 4. Maps and aerial photographs are appended as Schedule 1, and Meridian's Accidental Discovery Protocol is appended as Schedule 2.

Definitions for terms used throughout this EMP are contained in Section 2.

## 2 Definitions

*Act* means the Crown Minerals Act 1991;

*Authority* means the government, any department or agency of the government, any statutory or regulatory agency or authority, and any local government entity having jurisdiction or authority over or in respect of the Permit Area and the Land or the use or occupation of the Permit Area and the Land;

*Consent* means any approval, consent, licence, permit or other authority relating to any of the matters provided for or contemplated by this agreement, including the Operations, or to any action or works relating to hydro electric generation or irrigation that Meridian determines to obtain;

*Land* means the land described in Schedule 1;

*Land Owner* means Her Majesty the Queen together with her successors, and unless the context otherwise requires includes employees, contractors and agents of the Land Owner;

*Lessee* means Braemar Station Limited together with its executors, administrators, successors and assigns, and unless the context otherwise requires includes the employees, contractors and agents of the Lessee;

*Meridian* means Meridian Energy Limited together with its administrators, successors and permitted assigns, and unless the context otherwise requires includes the employees, contractors, agents and invitees of Meridian;

*Mining* and *Mining Operations* have the same meanings as defined in the Act;

*Mining Permit* means any mining permit issued to Meridian pursuant to the Act in respect of all or any part of the Potential Borrow Site;

*Occupier* has the meaning as defined in the Act;

*Operations* means any actions of Meridian provided for or contemplated by this agreement including operations undertaken by Meridian pursuant to or in relation to the actions provided for or required under a Mining Permit and any Resource Consents;

*Permit Area* means the land within the boundaries of a Mining Permit;

*Resource Consents* means any consents required by Meridian to conduct Operations on the Land pursuant to the Resource Management Act 1991 and any relevant district or regional plan.

### 3 Braemar Rock Extraction Site

The proposed rock extraction and tracking activities at the Braemar Rock Extraction Site have the potential to result in a range of adverse effects on the environment. These effects, and the measures to avoid and mitigate them, are detailed below.

Issue	Potential Environmental Effect	Avoidance / Mitigation Measure
General	--	<ol style="list-style-type: none"> <li>1. Meridian will adopt best practise to avoid, remedy or mitigate any adverse effect on the Permit Area arising from Operations.</li> <li>2. Meridian will adopt best practise to avoid where practical any adverse effect on any part of the Land not comprised in the Permit Area.</li> <li>3. Meridian will take all reasonable precautions to prevent the unauthorised discharge of any contaminant" (as defined in the Resource Management Act 1991) onto or into any land or water body.</li> <li>4. Meridian will remove all its personal rubbish from the Land.</li> <li>5. Meridian will not light any fire on the Land except by permit issued by the relevant authority, and will take all reasonable precautions to ensure no fire hazard arises from its Operations.</li> <li>6. Meridian will provide portable toilets on site wherever Operations are carried out.</li> <li>7. Rock extraction and associated on-site activities shall be contained within the Permit Area boundaries identified on the plan in Schedule One of this EMP.</li> <li>8. Site Restoration shall be completed on completion of each rock extraction period.</li> <li>9. Meridian will comply with the terms and conditions of any relevant Resource Consent.</li> <li>10. Meridian will comply with the terms and conditions of any relevant Mining Permit and Access Agreement.</li> </ol>



Issue	Potential Environmental Effect	Avoidance/Mitigation Measure
Soil	Topsoil, particularly when disturbed, is vulnerable to wind and water erosion. Loss of topsoil can prevent reestablishment of vegetation and rehabilitation of a site.	<ol style="list-style-type: none"> <li>11. Meridian will separately strip and stockpile topsoil (including organic debris, duff and/or litter layers) and subsoil layers, in preparation for Site Restoration.</li> <li>12. Meridian will not remove from the Permit Area any material referred to in (11) above.</li> <li>13. Where any topsoil is stripped and temporarily stockpiled, it shall be formed and located in such a position as to minimise the possibility of wind erosion.</li> <li>14. Notwithstanding the above, Meridian will use any other reasonable measures to ensure the land within the Permit Area remains stable and free from erosion.</li> <li>15. Meridian will track-roll all mining sites on the completion of each Mining season's work programme to minimise soil loss.</li> <li>16. Meridian will store and out back all waste rock of less than 0.4 metres in size/dimension into areas from which extraction is made, and smooth over the surface to create a clean look as is practicably possible in the circumstances.</li> <li>17. In terms of Site Restoration, Meridian will mix together and spread and redeposit into its final re-contoured opposition all substrate overburden. Re-contouring will be undertaken to:               <ol style="list-style-type: none"> <li>(a) Assist the free drainage of the land;</li> <li>(b) Limit the likelihood of erosion;</li> <li>(c) Where consistent with the above to leave the pasture and finishes level and even;</li> <li>(d) Where it does not materially increase the cost of re-contouring or item take to complete the re-contouring, as otherwise directed by the Land Owner or the Lessee.</li> </ol> </li> <li>18. In terms of Site Restoration, Meridian will decommission any haul roads/tracks in agreement with the Lessee, by:               <ol style="list-style-type: none"> <li>(a) Closing entrances;</li> <li>(b) Stabilising batters (by vegetation if necessary);</li> <li>(c) Controlling surface run-off;</li> <li>(d) Removing crossings, ripping road lines, filling cuts, and stabilising slashes;</li> <li>(e) Spreading topsoil, levelling and sowing pasture grass.</li> </ol> </li> <li>19. In terms of Site Restoration, Meridian will evenly spread the stockpiled topsoil (including organic debris, duff and/or litter layers) over the area leaving it smooth but not excessively compacted.</li> </ol>

Issue	Potential Environmental Effect	Avoidance / Mitigation Measure
Vegetation (Site Restoration)	Loss of vegetation can impact on ecological diversity, habitat loss, fauna, and lead to other problems such as soil erosion.	<p>20. Over-sowing of any disturbed areas will occur in the Spring (and weather permitting, before November in each year) immediately following the extraction period.</p> <p>21. In preparation for the re-sowing of pasture Meridian will apply to the area to be re-sown sufficient fertiliser (including lime) to enable the successful re-establishment of pasture.</p> <p>22. Meridian will re-establish grazing pasture on the area using a pasture grass or mix of a type commonly used in the area and otherwise in accordance with the reasonable directions of the Land Owner and Lessee.</p> <p>23. Temporary fencing will be erected to allow the reestablishment of sown pasture while grazing continues.</p> <p>24. The Landowner and Lessee acknowledge that planting to re-establish pasture may be delayed until weather conditions are suitable.</p> <p>25. Meridian will take reasonable precautions to reduce the risk of the Operations causing the introduction of noxious weeds to the Land.</p> <p>26. Meridian is responsible for weed control along the access road and on any disturbed land within the Permit Area during the term of the Access Agreement. At the end of the term of the Access Agreement, Meridian will continue to monitor and carry out weed control for a further 3 years period. An alternative option is to provide a one-off payment to the Lessee to manage the cost of on-going weed control during the 3 year period.</p> <p>27. Meridian shall meet the additional cost of any fertiliser (including lime) required for an area on which pasture has been stabilised for one year after Meridian ceases Operations.</p>
Landscape Values	Rock extraction can modify landforms, result in loss of vegetation, create colour contrasts, and impose human influences into natural settings.	28. Refer "Soil", "Vegetation", and "Waterway Management and Riparian Margins".

Issue	Potential Environmental Effect	Avoidance / Mitigation Measure
Water Quality	Surface runoff from exposed soil can impact on water quality. Sediment, suspended solids, and hazardous substances in waterways can have serious impacts on instream life, including fish and benthic organisms.	<p>29. Any storage and use of hazardous substances on the site shall be done in full compliance with Section 9 of the Mackenzie District Plan, or any relevant rules. No individual diesel storage tanks shall exceed a capacity of 3,000 litres, and no more than 10,000 litres shall be stored on each site.</p> <p>30. Any accidental spills of hazardous substances shall be contained and remediated immediately. (Also refer Section 4: Monitoring and Reporting).</p> <p>31. No land or vegetation disturbance shall occur within 30 metres of a river/watercourse, except at designated stream crossing points.</p> <p>32. No land or vegetation disturbance shall occur within 50 metres of a lake or wetland, including tarns.</p>
Air Quality	Air quality can be affected by dust creation caused by extraction activities and traffic movements. Dust can be a health hazard, as well as impacting on visual amenity. Note that at the proposed extraction sites, the large distance from public areas means that dust is not likely to be a health issue.	<p>33. Given the distance from public areas, mitigation is unlikely to be required. However, a water cart shall be used where appropriate to mitigate against dust production.</p> <p>34. Also refer "Soil Erosion" above.</p>
Waterway Management and Riparian Margins	Vegetation on stream margins play a valuable role in providing shade and other benefits to waterways, and also can provide significant ecological and amenity value in of themselves.	<p>35. Meridian will not alter the physical, hydrological and ecological characteristics of watercourses without first having obtained all required resource consents from the relevant District and Regional Councils.</p> <p>36. Where practical, vehicle use across and stream shall be avoided or minimised, and crossings shall occur at limited designated points.</p> <p>37. Also refer Conditions (31) and (32) under "Water Quality" above.</p>
Noise	Noise from extraction activities and traffic movements can affect the amenity of an area.	<p>38. No mitigation required. The rock extraction activities are located a sufficient distance from the nearest frequented public area.</p>

Issue	Potential Environmental Effect	Avoidance/Mitigation Measure
Cultural Values	Extraction activities have the potential to impact on areas of important historic and cultural value to Ngai Tahu. Lake Pukaki is specifically recognised as a statutory acknowledgment area under the Ngai Tahu Claims Settlement Act.	39. In the event of any disturbance to kiwi tangata (human bones) or taonga (treasured artefacts), Meridian will implement the Accidental Discovery Protocol attached as Schedule 2 of this EMP. This involves stopping any further excavation and immediately advising the consent authority and upoko rununga, or their representative, or the disturbance.
Historic Values	Historic and archaeological sites can have significant scientific importance, or may have spiritual or cultural significance to both iwi and Europeans.	40. Upon any accidental discovery of archaeological material, all works on site shall cease, and the matter shall be reported to Meridian Energy, New Zealand Historic Places Trust, and the Mackenzie District Council.
Amenity Values	Rock extraction activities can impact on the physical qualities and characteristics of an area that contribute to people's appreciation of its pleasantness, aesthetic coherence, and cultural and recreational attributes.	41. See above categories.
Traffic	Access to public roads has the potential to cause conflicts with traffic using those roads.	42. Access tracks shall be maintained to a good and working standard at all times. 43. Appropriate traffic management measures will be implemented in accordance with industry standards relative to the vehicles/machinery in use at the time, e.g. truck crossing signs. 44. Vehicle crossings to public roads shall be formed and maintained to acceptable standards, and shall comply with the Mackenzie District Plan where relevant.

#### 4 Monitoring and Reporting

The contractor will be responsible for monitoring and reporting to Meridian the following matters:

- Quantity of rock extracted from the Braemar Rock Extraction Site, and consequently placed in the Braemar Rock Stockpile Site.
- Record, and report to Meridian immediately, any public or landowner complaints about Operations and the Permit Area;
- Report any hazardous substance spills, the remediation measures undertaken, and any impacts on the environment.

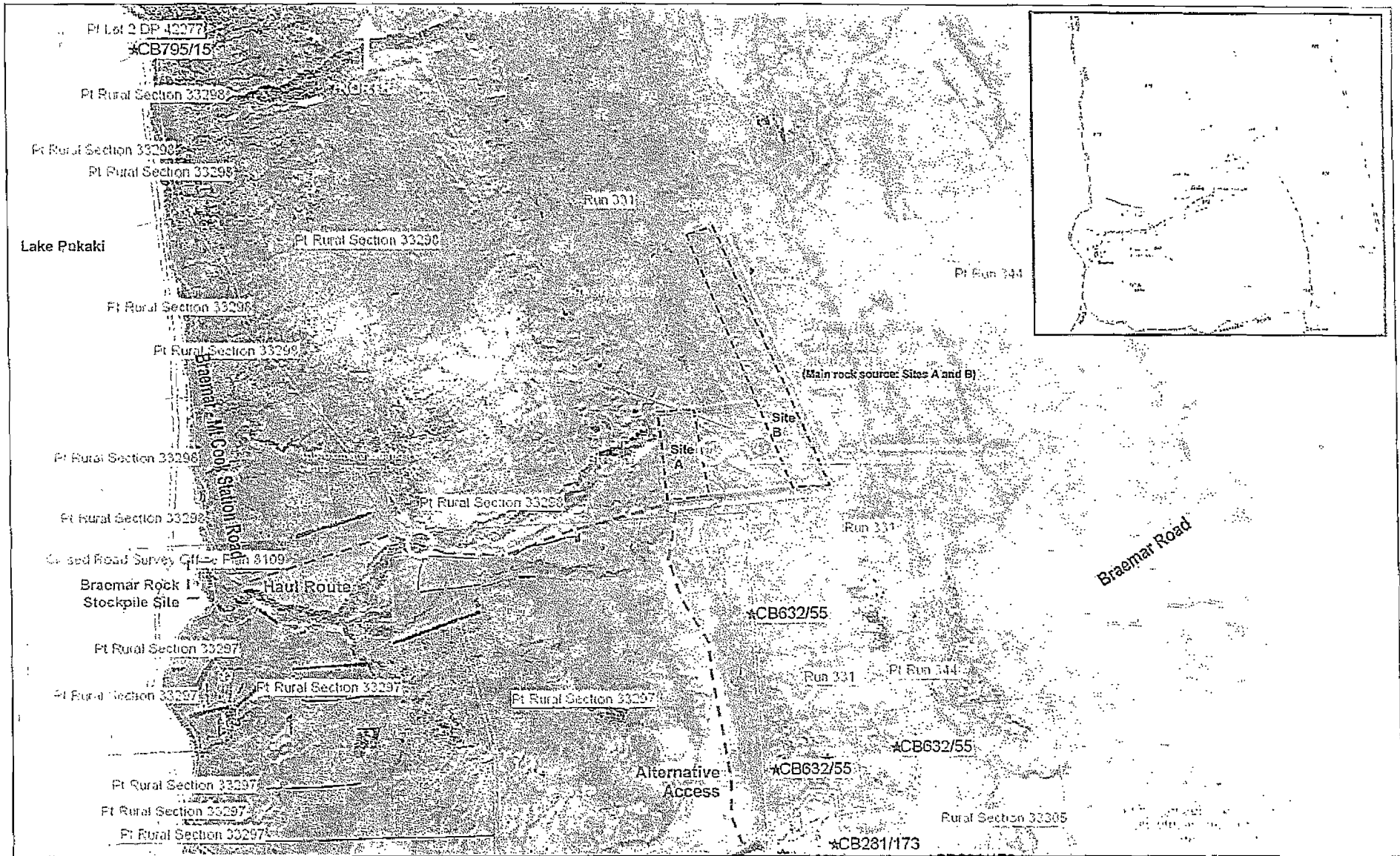
SCHEDULE 1

ENVIRONMENTAL MANAGEMENT PLAN  
*Meridian Energy Limited - Braemar Rock Extraction Site*

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SCHEDULE 1  
PLAN

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### Braemar Rock Extraction Site

<b>KEY</b>	Legal boundary	Existing track to be upgraded	New track
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